

AGENDA

REORGANIZATION MEETING

**Board of Commissioners
Township of Haverford**

**JANUARY 3, 2023
TUESDAY– 7:30 p.m.
Commissioners Meeting Room**

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

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 two-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 Friends of the Grange for a two-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 Friends of the Grange for a two-year term to expire on December 31, 2024.

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, 2027.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____ to serve on the Health Advisory Board for a five-year term to expire on December 31, 2027.

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, 2026.

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, 2026.

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, 2025.

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, 2025.

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, 2025.

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, 2025.

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, 2025.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____ to fill the unexpired 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 appoint _____ to serve on the Library Board of Trustees for a three-year term to expire December 31, 2026.

Voting order 1 2 3 4 5 6 7 8 9

Parks and Recreation Board – 5 Year Term

Motion: to reappoint/appoint _____ to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to reappoint/appoint _____ to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to reappoint/appoint _____ to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to appoint _____ to fill an unexpired five (5) year term on the Parks and Recreation Board to expired December 31, 2025.

Voting order 1 2 3 4 5 6 7 8 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, 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 _____

Shade Tree Commission – 5 Year Term

Motion: to reappoint/appoint _____ to serve on the Shade Tree Commission for a five-year term to expire December 31, 2027.

Voting order 1 2 3 4 5 6 7 8 9

Motion: to reappoint/appoint _____ to serve on the Shade Tree Commission for a five-year term to expire December 31, 2027.

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, 2023.

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, 2027.

Voting order 1 2 3 4 5 6 7 8 9

8. Adjourn.

BEST WISHES FOR A GREAT NEW YEAR!



AGENDA MINUTES

REORGANIZATION MEETING

Board of Commissioners
Township of Haverford

JANUARY 3, 2023
TUESDAY – 7:30 p.m.
Commissioners Meeting Room

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

Roll Call - All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Trombetta, Cavender, Holmes, Quinn, Hart and Wechsler

Also present were: Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola and Joe Celia, Codes Enforcement Director

Pledge of Allegiance led by Chief John Viola

2. Nominations – President of the Board of Commissioners

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to nominate Larry Holmes, Esq to serve as President of the Board of Commissioners.

Motion to close made by Commissioner Quinn and seconded by Commissioner Wechsler.

Roll Called.

All 9 Commissioners voted Yes for Commissioner Holmes: Commissioners Gondek, Forste-Grupp, McCloskey, Trombetta, Cavender, Holmes, Quinn, Hart and Wechsler

3. Nominations – Vice President of the Board of Commissioners

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to nominate Judy Trombetta to serve as Vice President of the Board of Commissioners

Motion to close made by Commissioner Quinn and seconded by Commissioner Gondek.

Roll Called.

All 9 Commissioners voted for Commissioner Trombetta: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

*** Commissioner Holmes announced that the Board met in Executive Session to formally interview candidates for Reorganization on December 7, 8, 15, 28 and 1/2**

4. Appointments – Administrative

Township Solicitor

Motion made by Commissioner McCloskey and seconded by Commissioner Forste-Grupp to reappoint John Walko, Esq. to serve as Township Solicitor for a one-year term to expire December 31, 2023.

Motion to close made by Commissioner Quinn and seconded by Commissioner Hart.

All 9 Commissioners voted for John Walko: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Township Engineer

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to confirm the Township Manager's appointment of Pennoni Associates as Township Engineer, to expire December 31, 2023.

All 9 Commissioners voted for Pennoni Associates: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

5. Resolution No. 2292 - 2023

Appointments – Boards and Commissions

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Quinn to adopt Resolution No. 2292 - 2023 appointing the following Boards and Commissions.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Environmental Advisory Council – 2 Year Term

Ward 1 Noel Smyth

Ward 2 Joy Baxter

Ward 3 Amanda Camacho

Ward 4 Melissa Romano

Ward 5 Victor Barsky

Ward 6 Abstained

Ward 7 Henry Eichman

Ward 8 Peter Puglione

Ward 9 Hank Schwab

Friends of the Grange – 1 Year Term

Motion made by Commissioner Quinn and seconded by Commissioner Gondek to reappoint Joe Rastatter to serve on the Friends of the Grange for a one-year term to expire on December 31, 2023.

Motion to close made by Commissioner Quinn and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Wechsler and seconded by Commissioner Forste-Grupp to reappoint Rachele Nocito to serve on the Friends of the Grange for a one-year term to expire on December 31, 2023.

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

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to reappoint Scott Selkowitz to serve on the Friends of the Grange for a one-year term to expire on December 31, 2023.

Motion to close made by Commissioner Gondek and seconded by Commissioner Hart.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Health Advisory Board – 5 Year Term

Motion made by Commissioner Trombetta and seconded by Commissioner Forste-Grupp to appoint Kirsten Hickerson to serve on the Health Advisory Board for a five-year term to expire on December 31, 2027.

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

Motion made by Commissioner Gondek and seconded by Commissioner Trombetta to appoint Joseph Bernstein to serve on the Health Advisory Board for a five-year term to expire on December 31, 2027.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Historical Commission - 4 Year term

Motion made by Commissioner Gondek and seconded by Commissioner Trombetta to reappoint Matthew Roy to serve on the Historical Commission for a four-year term to expire on December 31, 2026.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Trombetta to appoint Mark Hoffman to serve on the Historical Commission for a four-year term to expire on December 31, 2026.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Human Relations Commission – 3 Year Term

Motion made by Commissioner Cavender and seconded by Commissioner Forste-Grupp to reappoint Carolyn Hatcher to serve on the Human Relations Commission for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to appoint Melissa Chargel to serve on the Human Relations Commission for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Ice Rink Advisory Board – 3 Year Term

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to reappoint Kate Stickel to serve on the Ice Rink Advisory Board for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Hart.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Hart and seconded by Commissioner Quinn to reappoint Robert Cohen to serve on the Ice Rink Advisory Board for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Trombetta and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Trombetta and seconded by Commissioner Wechsler to appoint Scot Lindelow to serve on the Ice Rink Advisory Board for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Quinn and seconded by Commissioner Gondek to appoint Mike Lutz to fill the unexpired three-year term to expire December 31, 2024.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Library Board of Trustees – 3 Year Term

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Quinn to appoint Emily Woodward to serve on the Library Board of Trustees for a three-year term to expire December 31, 2026.

Motion made by Commissioner Cavender and seconded by Commissioner McCloskey to appoint Deirdre Cryor to serve on the Library Board of Trustees for a three-year term to expire December 31, 2026.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

6 Commissioners voted for Deirdre Cryor: Commissioners Gondek, McCloskey, Cavender, Wechsler and Trombetta.

3 Commissioners voted for Emily Woodward: Commissioners Forste-Grupp, Quinn and Hart.

Parks and Recreation Board – 5 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Hart to reappoint Michelle Alvare to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Motion to close made by Commissioner Trombetta and seconded by Commissioner Hart.

Motion made by Commissioner Quinn and seconded by Commissioner Hart to appoint Steve Laughlin to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to appoint Mark Merdinger to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Motion made by Commissioner Trombetta and seconded by Commissioner Cavender to appoint Sebastian Gressier to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Motion to close made by Commissioner Trombetta and seconded by Commissioner Wechsler.

5 Commissioners voted for Sebastian Gressier: Commissioners Gondek, Forste-Grupp, Cavender, Trombetta and Holmes.

4 Commissioners voted for Mark Merdinger: Commissioners McCloskey, Quinn, Hart and Wechsler.

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to appoint Mark Merdinger to fill an unexpired five (5) year term on the Parks and Recreation Board.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Trombetta.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Planning Commission – 4 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to reappoint Angelo Capuzzi to serve on the Planning Commission for a four-year term to expire on December 31, 2026.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Hart.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

RHM – 5 Year Term

Motion made by Commissioner Wechsler and seconded by Commissioner Trombetta to reappoint Graham Lee to serve on the RHM Sewer Authority for a five-year term to expire December 31, 2027.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Hart.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Quinn.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Senior Citizens Advisory Council – 2 Year Term – Ward Commissioner Appointment

- Ward 1 Carla Rodger**
- Ward 2 Christine McLaughlin**
- Ward 3 Margaret Lange**
- Ward 4 Peggy Murr**
- Ward 5 Jan O'Rourke**
- Ward 6**
- Ward 7 Diane Amadio**
- Ward 8 Rita Waters**
- Ward 9 Scott Selkowitz**

Shade Tree Commission – 3 Year Term

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to reappoint Doreen Saar to serve on the Shade Tree Commission for a five-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Hart.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Hart and seconded by Commissioner Quinn to appoint Felicia Hurewitz to serve on the Shade Tree Commission for a five-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Vacancy Committee – 1 Year Term

Motion made by Commissioner Trombetta and seconded by Commissioner Quinn to appoint Mike Perotta to serve on the Vacancy Committee for a one-year term to expire December 31, 2023.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Zoning Hearing Board – 5 Year Term

Motion made by Commissioner Quinn and seconded by Commissioner Hart to reappoint Ed Magargee to serve on the Zoning Hearing Board for a five-year term to expire on December 31, 2027.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Cavender to appoint Andrew Janos.

Motion made by Commissioner Trombetta and seconded by Commissioner Wechsler to appoint John Waters.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Quinn.

6 Commissioners voted for Ed Magargee: Commissioners Gondek, McCloskey, Cavender, Quinn, Hart, Wechsler and Holmes.

2 Commissioners voted for Andrew Janos: Commissioners Forste-Grupp and Cavender.

Commissioner Trombetta voted for John Waters.

All Commissioners agreed to adjourn.

BEST WISHES FOR A GREAT NEW YEAR!

Executive Session at 6:45 - Real Estate Matter

AGENDA

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

January 9, 2023
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 – Agenda Items Only

3. Discussion: Jamie Schlesinger of PFM Financial Advisors LLC: 2023 borrowing

4. Commissioner Committee Update

5. Police Department – Crime Update

6. Township Auditor Update

7. David R. Burman - Township Manager Update

8. Approval of Minutes

Motion: to approve the Budget/Regular Meeting Minutes of December 12, 2022 and Reorganization Minutes of January 3, 2023.

Voting order 1 2 3 5 7 8 9 4 6

9. Approval of Warrants

Motion: to approve the following warrant #1-2023 totaling \$3,327,869.87

General & Sewer fund Payroll for December 22, 2022 in the amount of \$718,804.98
General & Sewer fund Payroll for January 5, 2023 in the amount of \$1,028,004.75
General Fund disbursements #1-2023 in the amount of \$941,718.32

Sewer Fund disbursements #1-2023 in the amount of \$192,660.12
Community Development Block Grant Fund disbursement #1-2023
in the amount of \$304,859.70
Capital Projects Fund disbursement #1-2023 in the amount of \$93,487.84
American Rescue Plan Fund disbursement #1-2023 in the amount of \$35,593.53
Credit Card Statement ending December 27, 2022, in the amount of \$12,740.63

Voting order 1 2 3 5 7 8 9 4 6

10. Ordinance No. P1-2023 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P1-2023 establishing traffic restrictions on the following highway:

SPECIAL PURPOSE PARKING In front of 2726 Morris Road, Ardmore, PA.

Voting order 1 2 3 5 7 8 9 4 6

11. Resolution No. 2293-2023 Document Destruction

Motion: to adopt Resolution No. 2293 - 2023 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 5 7 8 9 4 6

12. Resolution No. 2294-2023 Annual Fee Schedule

Motion: to adopt Resolution No. 2294-2023 approving the annual Fee Schedule for 2023.

Voting order 1 2 3 5 7 8 9 4 6

13. Resolution No. 2295-2023

Annual Professional Consultant Fees

Motion: to adopt Resolution No. 2295-2023 approving Annual Professional Consultant Fees.

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2296 -2023

Authorization to Solicit Proposals – Series 2023 Bond Issue

Motion: to authorize the Township to solicit proposals from financial institutions for underwriting services with respect to the Township’s proposed Series 2023 bond issue and authorizing certain actions to be taken preliminary to, and in contemplation of, the issuance and sale of the Township of such new bond issue.

Voting order 1 2 3 5 7 8 9 4 6

15. DRAFT Comprehensive Plan

Motion: To refer the latest draft Comprehensive Plan back to the Comprehensive Plan Steering Committee for revision as to form and substance, in accordance with the recommendation of the Planning Commission.

Voting order 1 2 3 5 7 8 9 4 6

16. Contract Awards

Professional Services

Glendale and Burmont Roads

Motion: to award a Professional Services Contract in the amount of \$65,047 to Pennoni for the Phase 1 Engineering Services required for the Burmont Road and Glendale Road Intersection Improvements Project, subject to approval of an Agreement in form and substance by the Township Solicitor.

Voting order 1 2 3 5 7 8 9 4 6

Skatium – Cooling Towers

Motion: to reject all BIDS submitted for the Cooling Towers and approval to rebid the project.

Voting order 1 2 3 5 7 8 9 4 6

Parks and Recreation

Playground Equipment – Elwell Park

Motion: to authorize the purchase of playground equipment for Elwell Park, from KOMPAN Let's Plan, Austin, TX, under CoStars contract #014-161, in the amount of \$43,813.29. Payment to be made from CDBG Funds.

Voting order 1 2 3 5 7 8 9 4 6

17. Appointments

Environmental Advisory Committee

Ward 6

Senior Citizens Advisory Board

Ward 6

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

19. New business

20. Other business

21. Adjourn

2023 FINAL BUDGET / REGULAR MEETING AGENDA

MINUTES

**REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room**

**December 12, 2022
Monday, 7:00 p.m.
Township of Haverford**

1. **Opening of Meeting** – Commissioner Holmes, President, opened the meeting.
 - a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Police Chief John Viola, Paramedic Chief Jim McCans and Chuck Faulkner, Township Engineer.

- b. **Pledge of Allegiance**

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

Michelle Alvare – Hastings Avenue

Ms. Alvare thanked the Board for authorizing the Parks and Recreation to hire two full time employees and vehicle purchases.

END OF CITIZENS FORUM

3. **Budget Hearing and Adoption**

- A. **Review any changes to 2023 Preliminary Budget**

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to accept any changes to the 2023 Preliminary Budget.

Commissioner McCloskey highlighted some of the changes between the Preliminary Budget and tonight. No changes in water charge, No change in mills but an increase in the trash fee to \$283.00/yr.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

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B. Ordinance No. P20- 2022 Sewer Rental Charge (final reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to adopt the final reading of Ordinance No. P20-2022 authorizing the imposition of an annual sewer rate in the amount of \$4.65 per 1,000 gallons of water consumed.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

C. Ordinance No. P21 - 2022 Trash Fee (final reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt the final reading of Ordinance No. P21- 2022 establishing the annual trash fee at \$283.00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

D. Ordinance No. 2969 - 2022 Tax Levy (first reading is a final reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to adopt Ordinance No. 2969 – 2022 fixing the tax rate for the year 2023 at 4.295 mills.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

E. Ordinance No. 2970 – 2022 Budget Appropriations (first reading is a final Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to adopt Ordinance No. 2970 – 2022 appropriating funds established to be required for specific purpose of financing the municipal government for the year 2023 including all taxes, fees, service charges and other revenue sources provided within all funds.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

END OF BUDGET PORTION

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

4. **Bureau of Fire Update** – Commissioner Wechsler indicated that tonight’s report is being postponed due to a new software upgrade.

5. **Township Auditor Update** – Mr. Anderson was absent tonight. Commissioner Holmes indicated that Mr. Anderson did review the warrants and expenses and found no irregularities.

6. **David R. Burman – Township Manager Update** – Mr. Burman provided an update on Leaf Collection and wished everyone a Happy Holiday.

7. **Approval of Minutes**

Regular Meeting Minutes of November 14, 2022

Preliminary Budget Meeting Minutes of November 21, 2022

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to approve the Regular Meeting Minutes of November 14, 2022 and the Preliminary Budget Meeting Minutes of November 21, 2022.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to approve the following warrant #12-2022 totaling \$6,517,984.50

General & Sewer fund Payroll for November 23, 2022 in the amount of \$1,024,607.12
General & Sewer fund Payroll for December 8, 2022 in the amount of \$727,392.89
General Fund disbursements #12-2022 in the amount of \$2,863,705.29
Sewer Fund disbursements #12-2022 in the amount of \$429,405.09
Community Development Block Grant Fund disbursement #12-2022
in the amount of \$177,398.61

Capital Projects Fund disbursement #12-2022 in the amount of \$73,039.75
American Rescue Plan Fund disbursement #12-2022 in the amount of \$190,290.31
Debt Service ACH: series 2021 (Interest) in the amount of \$98,823.75
Debt Service ACH – series 2021 (Principal) in the amount of \$250,000.00
Debt Service ACH – series 2018 (Interest) in the amount of \$574,723.75
Debt Service ACH – series 2020 (Interest) in the amount of \$96,246.25
Credit Card Statement ending November 27, 2022 in the amount of \$12,381.69

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Ordinance No. P11-2022 Composting (2nd Reading)

Motion made by Commissioner Trombetta and seconded by Commissioner Wechsler to adopt the second reading of Ordinance No. P11-2022 AMENDING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", FURTHER AMENDING CHAPTER 138, "PROPERTY MAINTENANCE", ARTICLE IV, ON-LOT COMPOST PILES, TO PROVIDE FOR COMPOSTING CONTAINERS AND ADDITIONAL COMPOST REGULATIONS.

Roll Called.

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All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P19-2022 Senior Citizens Advisory Council (2nd Reading)

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to adopt Ordinance No. P19-2022 AMENDING CHAPTER 35, SENIOR CITIZEN ADVISORY COUNCIL, TO ADJUST THE TERM LENGTHS AND MEETING FREQUENCY OF THE ADVISORY COUNCIL.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Resolution No. 2289 - 2022 2023 Meeting Dates

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Quinn to adopt Resolution No. 2289 - 2022 approving the 2023 Board of Commissioners, Boards and Commissions Meetings.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Resolution No. 2290-2022 ARPA – Holiday Shopping Gift Card Program

Motion made by Commissioner Trombetta and seconded by Commissioner Quinn to adopt Resolution No. 2290-2022 Financial support for Discover Haverford's local business holiday shopping gift card program to provide 50% matching credit on gift card purchases made from November 26, 2022 through December 25, 2022, at an amount not to exceed \$25 per card or \$5,000 in total and that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced project.

Roll Called.

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7 Commissioners voted Yes: Commissioners Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Trombetta and Holmes.

Commissioner Gondek Abstained and Commissioner Wechsler voted No.

13. Resolution No. 2291-2022 Commonwealth Financing Authority Small Water/Sewer Grant Request

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt Resolution No. 2291-2022, that Haverford Township hereby requests a Small Water and Sewer Grant Program grant in the amount of \$250,750 from the Commonwealth Financing Authority to be used for the replacement of an existing sanitary sewer main crossing Naylors Run Creek.

BE IT FURTHER RESOLVED that the Board of Commissioners does hereby designate David R. 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.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Purchases:

Police Department – Township Building/Police Department Medial Strip Sign

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to authorize the purchase of a replacement/upgrade Township/Police Department Medial Strip Sign, from Art Sign Works, Murrieta, CA, in the amount of \$18,315.00; as the lowest responsible quote.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

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

Todd Hall – Mr. Hall provided his comments on crime in the township. Hate in the form of crime has no home in Haverford Township.

16. New business

Commissioner Hart reported that the Planning Commission had ten Comprehensive Plan Meetings and is recommending that the Revised Plan go back to the Steering Committee to be reviewed.

17. Other business

Brian Gondek, Esq. – 1st Ward Commissioner

Commissioner Gondek thanked the West Gate Hills Civic Association for the Annual Tree Lighting. It was a fun time. He wishes everyone a Happy and Healthy New Year.

Sheryl Forste-Grupp – 2nd Ward Commissioner

Llanerch Fire Company had their Fire Engine with Santa and the Elves out on Sunday.

She thanked Discover Haverford for the festival Saturday on Brookline Boulevard.

The Pennsy Trail extension is now advertised on PaDot Construction Management System and will be awarded next year. Completion of the extension will be in 2024.

Kevin McCloskey, Esq. – 3rd Ward Commissioner

Commissioner McCloskey thanked everyone involved in organizing the Holiday Festival.

He also thanked Kevin Nolan for organizing the Reindeer Run.

He thanked all the township board and all employees for a good 2022. We accomplished a lot of good things.

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Laura Cavender – 5th Ward Commissioner

Commissioner Cavender also thanked all township staff.

PaDot will be holding meetings for an upcoming Haverford Road Project to include, traffic calming, safe turning lanes, etc. She is asking the residents to get involved.

She announced that the Board have begun interviewing candidates for various volunteer positions on Boards and Commissions.

She also announced that the next Parks and Open Space Meeting will be held on January 11th. There are three fields in the 5th Ward: Preston, Polo and Elwell Fields.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn thanked everyone involved in organizing the Holiday Festival on Brookline Boulevard.

January will begin the Plastic Bag Ordinance.

Commissioner Quinn also thanked all township staff.

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

Commissioner Hart spoke on the 2nd lively discussion held regarding the Brookline Park Project. The next public meeting will be held in March.

William F. Wechsler – 9th Ward Commissioner

Progress is being made on the Glendale/Burmout Road reconstruction project. Financial negotiations have begun with the engineer.

It is wonderful to see all the younger candidates that are being interviewed for volunteer boards and commissions. There is a lot of civic involvement.

The Bon Air and Manoa Fire Companies continue to travel with Santa throughout the 9th Ward.

Judy Trombetta – 4th Ward Commissioner

Commissioner Trombetta thanked everyone for finishing her first year of her term. She offered many thanks to Discover Haverford for organizing a wonderful festival.

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Commissioner Trombetta is happy to announce that two pieces of legislature were passed which address Climate change: abolishing Plastic Straws (only upon request) and Plastic bags. Business can charge .10 cents per bag.

Many thanks also to Oakmont and Manoa Fire House for passing through the 4th Ward with Santa. The Jingle Mingle will be held on 12/18 from 10-noon. She highlighted the trains display at the Grange Estate.

Larry Holmes, Esq., - 6th Ward Commissioner

Commissioner Holmes highlighted the:

REORGANIZATION MEETING OF THE BOARD OF COMMISSIONERS

TUESDAY, JANUARY 3, 2023 – 7:30 PM

He also stated that this meeting will appoint volunteers to serve on Boards and Commissions.

Haverford Township is the best place to live.

18. All Commissioners agreed to adjourn.

BEST WISHES IN THE NEW YEAR

AGENDA MINUTES

REORGANIZATION MEETING

**Board of Commissioners
Township of Haverford**

JANUARY 3, 2023

**TUESDAY – 7:30 p.m.
Commissioners Meeting Room**

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

Roll Call - All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Trombetta, Cavender, Holmes, Quinn, Hart and Wechsler

Also present were: Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola and Joe Celia, Codes Enforcement Director

Pledge of Allegiance led by Chief John Viola

2. Nominations – President of the Board of Commissioners

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to nominate Larry Holmes, Esq to serve as President of the Board of Commissioners.

Motion to close made by Commissioner Quinn and seconded by Commissioner Wechsler.

Roll Called.

All 9 Commissioners voted Yes for Commissioner Holmes: Commissioners Gondek, Forste-Grupp, McCloskey, Trombetta, Cavender, Holmes, Quinn, Hart and Wechsler

3. Nominations – Vice President of the Board of Commissioners

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to nominate Judy Trombetta to serve as Vice President of the Board of Commissioners

Motion to close made by Commissioner Quinn and seconded by Commissioner Gondek.

Roll Called.

All 9 Commissioners voted for Commissioner Trombetta: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

*** Commissioner Holmes announced that the Board met in Executive Session to formally interview candidates for Reorganization on December 7, 8, 15, 28 and 1/2**

4. Appointments – Administrative

Township Solicitor

Motion made by Commissioner McCloskey and seconded by Commissioner Forste-Grupp to reappoint John Walko, Esq. to serve as Township Solicitor for a one-year term to expire December 31, 2023.

Motion to close made by Commissioner Quinn and seconded by Commissioner Hart.

All 9 Commissioners voted for John Walko: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Township Engineer

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to confirm the Township Manager's appointment of Pennoni Associates as Township Engineer, to expire December 31, 2023.

All 9 Commissioners voted for Pennoni Associates: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

5. Resolution No. 2292 - 2023

Appointments – Boards and Commissions

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Quinn to adopt Resolution No. 2292 - 2023 appointing the following Boards and Commissions.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Environmental Advisory Council – 2 Year Term

Ward 1 Noel Smyth

Ward 2 Joy Baxter

Ward 3 Amanda Camacho

Ward 4 Melissa Romano

Ward 5 Victor Barsky

Ward 6 Abstained

Ward 7 Henry Eichman

Ward 8 Peter Puglione

Ward 9 Hank Schwab

Friends of the Grange – 1 Year Term

Motion made by Commissioner Quinn and seconded by Commissioner Gondek to reappoint Joe Rastatter to serve on the Friends of the Grange for a one-year term to expire on December 31, 2023.

Motion to close made by Commissioner Quinn and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Wechsler and seconded by Commissioner Forste-Grupp to reappoint Rachelle Nocito to serve on the Friends of the Grange for a one-year term to expire on December 31, 2023.

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

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to reappoint Scott Selkowitz to serve on the Friends of the Grange for a one-year term to expire on December 31, 2023.

Motion to close made by Commissioner Gondek and seconded by Commissioner Hart.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Health Advisory Board – 5 Year Term

Motion made by Commissioner Trombetta and seconded by Commissioner Forste-Grupp to appoint Kirsten Hickerson to serve on the Health Advisory Board for a five-year term to expire on December 31, 2027.

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

Motion made by Commissioner Gondek and seconded by Commissioner Trombetta to appoint Joseph Bernstein to serve on the Health Advisory Board for a five-year term to expire on December 31, 2027.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Historical Commission - 4 Year term

Motion made by Commissioner Gondek and seconded by Commissioner Trombetta to reappoint Matthew Roy to serve on the Historical Commission for a four-year term to expire on December 31, 2026.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Trombetta to appoint Mark Hoffman to serve on the Historical Commission for a four-year term to expire on December 31, 2026.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Human Relations Commission – 3 Year Term

Motion made by Commissioner Cavender and seconded by Commissioner Forste-Grupp to reappoint Carolyn Hatcher to serve on the Human Relations Commission for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to appoint Melissa Chargel to serve on the Human Relations Commission for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Ice Rink Advisory Board – 3 Year Term

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to reappoint Kate Stickel to serve on the Ice Rink Advisory Board for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Hart.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Hart and seconded by Commissioner Quinn to reappoint Robert Cohen to serve on the Ice Rink Advisory Board for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Trombetta and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Trombetta and seconded by Commissioner Wechsler to appoint Scot Lindelow to serve on the Ice Rink Advisory Board for a three-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Quinn and seconded by Commissioner Gondek to appoint Mike Lutz to fill the unexpired three-year term to expire December 31, 2024.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Library Board of Trustees – 3 Year Term

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Quinn to appoint Emily Woodward to serve on the Library Board of Trustees for a three-year term to expire December 31, 2026.

Motion made by Commissioner Cavender and seconded by Commissioner McCloskey to appoint Deirdre Cryor to serve on the Library Board of Trustees for a three-year term to expire December 31, 2026.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

6 Commissioners voted for Deirdre Cryor: Commissioners Gondek, McCloskey, Cavender, Wechsler and Trombetta.

3 Commissioners voted for Emily Woodward: Commissioners Forste-Grupp, Quinn and Hart.

Parks and Recreation Board – 5 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Hart to reappoint Michelle Alvare to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Motion to close made by Commissioner Trombetta and seconded by Commissioner Hart.

Motion made by Commissioner Quinn and seconded by Commissioner Hart to appoint Steve Laughlin to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler.

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to appoint Mark Merdinger to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Motion made by Commissioner Trombetta and seconded by Commissioner Cavender to appoint Sebastian Gressier to serve on the Parks and Recreation Board for a five-year term to expire on December 31, 2027.

Motion to close made by Commissioner Trombetta and seconded by Commissioner Wechsler.

5 Commissioners voted for Sebastian Gressier: Commissioners Gondek, Forste-Grupp, Cavender, Trombetta and Holmes.

4 Commissioners voted for Mark Merdinger: Commissioners McCloskey, Quinn, Hart and Wechsler.

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to appoint Mark Merdinger to fill an unexpired five (5) year term on the Parks and Recreation Board.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Trombetta.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Planning Commission – 4 Year Term

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to reappoint Angelo Capuzzi to serve on the Planning Commission for a four-year term to expire on December 31, 2026.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Hart.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

RHM – 5 Year Term

Motion made by Commissioner Wechsler and seconded by Commissioner Trombetta to reappoint Graham Lee to serve on the RHM Sewer Authority for a five-year term to expire December 31, 2027.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Hart.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Quinn.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Senior Citizens Advisory Council – 2 Year Term – Ward Commissioner Appointment

Ward 1 Carla Rodger

Ward 2 Christine McLaughlin

Ward 3 Margaret Lange

Ward 4 Peggy Murr

Ward 5 Jan O'Rourke

Ward 6

Ward 7 Diane Amadio

Ward 8 Rita Waters

Ward 9 Scott Selkowitz

Shade Tree Commission – 3 Year Term

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to reappoint Doreen Saar to serve on the Shade Tree Commission for a five-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Hart.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Hart and seconded by Commissioner Quinn to appoint Felicia Hurewitz to serve on the Shade Tree Commission for a five-year term to expire December 31, 2025.

Motion to close made by Commissioner Gondek and seconded by Commissioner Wechsler

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Vacancy Committee – 1 Year Term

Motion made by Commissioner Trombetta and seconded by Commissioner Quinn to appoint Mike Perotta to serve on the Vacancy Committee for a one-year term to expire December 31, 2023.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Gondek.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Zoning Hearing Board – 5 Year Term

Motion made by Commissioner Quinn and seconded by Commissioner Hart to reappoint Ed Magargee to serve on the Zoning Hearing Board for a five-year term to expire on December 31, 2027.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Cavender to appoint Andrew Janos.

Motion made by Commissioner Trombetta and seconded by Commissioner Wechsler to appoint John Waters.

Motion to close made by Commissioner Wechsler and seconded by Commissioner Quinn.

6 Commissioners voted for Ed Magargee: Commissioners Gondek, McCloskey, Cavender, Quinn, Hart, Wechsler and Holmes.

2 Commissioners voted for Andrew Janos: Commissioners Forste-Grupp and Cavender.

Commissioner Trombetta voted for John Waters.

All Commissioners agreed to adjourn.

BEST WISHES FOR A GREAT NEW YEAR!

ORDINANCE NO. P1-2023

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

In front of 2726 Morris Road, Ardmore, PA

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 , of February, 2023.

TOWNSHIP OF HAVERFORD

BY:

**President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION 2293-2023

- WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania did adopt the General Laws of the Township of Haverford (hereafter "the General Laws") by Ordinance 1960, on June 30, 1986; and
- WHEREAS, §4-1104 of the Administrative Code included in the General Laws of the Township declares the Board intent that the Township follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Act of the Commonwealth of Pennsylvania, Act 428 of 1968; and
- WHEREAS, in accordance with the said Act 428 of 1968, the Pennsylvania Historical and Museum Commission did provide a Municipal Records Manual, the current edition being approved on December 16, 2008 and having been last updated on July 23, 2009; and
- WHEREAS, in accordance with the said Act 428 of 1968, each individual act of disposition shall be approved by Resolution of the governing body of the municipality; and

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 authorizes the disposition of the following public records:

FINANCE DEPARTMENT:

Accounts Payable, Accounts Receivable, Budget and Banking Related

- 2015 and prior Accounts Payable Vendor File (7 years)
- 2015 and prior Accounts Receivable Files (7 years)
- 2015 and prior Preliminary Adopted Budgets and related Budget Workpapers (7 years)
- 2015 and prior Bank and Investment Statements and Reconciliations (7 years)
- 2015 and prior Accounts Payable Cancelled Checks (7 years)
- 2015 and prior Accounts Payable Check Registers (7 years)
- 2021 and prior paper copies of Warrants approved by Board of Commissioners (now retained electronically)
- 2018 and prior Audit Workpapers (current plus prior 3 years)
- 2015 and prior Deposit Slips and Cash Receipt Records (7 years)

Payroll Related

- 2015 and prior Payroll Cancelled Checks (7 years)
- 2015 and prior Payroll Check Registers (7 years)
- 2019 and prior bi-weekly Payroll Earnings and Deduction Registers (3 years)
- 2017 and prior Form W2 (5 years)
- 2019 and prior quarterly payroll tax returns (3 years)
- 2019 and prior Form 1099-MISC (3 years)

Real Estate Tax Collection Related

- 2020 and prior Change of Address Requests (2 years)
- 2020 and prior Tax Certification Records (2 years)

2019 and prior Tax Claim Filings (3 years)
2019 and prior Realty Transfer Records (3 years)
2020 and prior Paid Tax Bills (2 years)
2020 and prior Official "duplicate" from Delaware County (2 years)

Land Development Closed Escrow Accounting Records

2015 and prior (7 years)

Sewer Billing Related

2017 and prior Aqua Water Readings (5 years)

Business Tax Settlement Agreements

2015 & prior (7 years)

Liquid Fuels Records

2015 & prior (7 years)

Annual Audit & Financial Reports (also includes Report of Elected & Appointed Officials,
Survey of Financial Condition & Tax Information submitted to DCED)

2017 and prior (5 years)

Municipal Lien (Satisfied) Files

Satisfied in 2021 & prior (1 year after satisfaction)

CODE ENFORCEMENT DEPARTMENT:

PZ-2 Building and Housing Construction Records

2017 and prior (5 years)

PZ-3 Building Permits and Applications

2017 and prior (5 years)

PZ-7 Contractors' Licensing Records

2015 and prior (7 years)

PH-2 Public Health Citations

2019 and prior (3 years)

PH-3 Epidemiological Reports

2015 and prior (7 years)

PH-5 General Public Health Nuisance Records – Non-Structure

2020 and prior (2 years)

PH-6 Health Inspection Records

2018 and prior (4 years)

PH-9 Vector Control Records

2018 and prior (4 years)

GENERAL:

Includes advertisements, instructions to bidders, specifications, bids and proposals, bid summary and tabulation sheet, signed original contracts, leases or agreements, certified payrolls, and other supporting workpapers

AL-8 Contract Files (general, written contracts – after termination)
2016 and prior (6 years)

AL-8 Contract Files (construction contracts – after termination)
2010 and prior (12 years)

AL-8 Bids, Proposals, Price Quotations (if successful – after termination)
2016 and prior (6 years)
2010 and prior (12 years for construction contracts)

AL-8 Bids, Proposals, Price Quotations (if unsuccessful – after job completion)
2019 and prior (3 years)

AL-8 Bids, Proposals, Price Quotations (if unsuccessful – after termination)
2006

RESOLVED, this 9th day of January, 2023.

TOWNSHIP OF HAVERFORD

President, Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary

RESOLUTION 2294-2023

- 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 its fee schedule, as follows:

| | <u>FEE</u> |
|--|------------|
| 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 | |
| <i>(1) Jukeboxes and mechanical amusement devices:</i> | |
| <i>Annual license fees:</i> | |
| 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 |
| <i>(2) Circuses and carnivals:</i> | |
| 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 |
| <i>(3) Any other entertainment/recreation for which a price of is charged:</i> | |
| 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) <i>Plan Review Fees:</i> | |
| | <i>Building</i> | |
| | 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 |
| | <i>Engineering Escrow</i> | |
| | Steep slope of floodplain reviews | \$2,000.00 |
| | <i>Grading and storm water management up to:</i> | |
| | 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 |
| | <i>Subdivision and Land Development Escrows</i> | |
| | 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 |
| | <i>[Applicants seeking concurrent preliminary/final review must provide the escrow for both applications upon submission]</i> | |
| | (2) <i>Building Permit/Inspection Fees:</i> | |
| | <i>Residential:</i> | |
| | <i>New construction:</i> | |
| | First \$10,000.00 of cost (per \$1,000.00) | \$20.00 |
| | Over \$10,000.00 of cost (per \$1,000.00) | \$15.00 |
| | <i>Alterations and repairs:</i> | |
| | First \$10,000.00 of cost (per \$1,000.00) | \$20.00 |
| | Over \$10,000.00 of cost (per \$1,000.00) | \$15.00 |
| | <i>Alterations and repairs, decks, sheds, detached garages:</i> | |
| | First \$10,000.00 of cost (per \$1,000.00) | \$20.00 |
| | Over \$10,000.00 of cost (per \$1,000.00) | \$15.00 |
| | <i>Roofing, siding, windows and doors:</i> | |
| | 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 |
| | <i>Nonresidential and Multifamily Buildings:</i> | |
| | <i>New construction:</i> | |
| | First \$40,000.00 of cost (per \$1,000.00) | \$ 25.00 |
| | Over \$40,000.00 of cost (per \$1,000.00) | \$ 20.00 |
| | <i>Alterations and repairs (including roofing and siding):</i> | |
| | Per \$1,000.00 of cost | \$ 20.00 |
| | <i>Accessory structures:</i> | |

| | |
|--|----------|
| 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 <u>\$50.00</u> |
| | Fire Permits: | |
| | Plan review, per hour | \$95.00 |
| | Fire alarm permits, per \$1,000 of cost | \$100.00 |
| | Up to \$50,000 of cost | \$35.00 |
| | Each additional \$1,000 of cost | \$15.00 |
| | Fire suppression, sprinklers & hoods, per \$1,000 of cost | |
| | Up to \$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 | \$22.00 |
| Clean-Out, 6-10 items, flat fee | \$98.00 | \$122.00 |
| Replacement recycling can | \$20.00 | \$35.00 |
| Replacement recycling can lid | \$3.50 | \$5.00 |

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/renewal) | \$60.00/\$25.00 |
|--|-----------------|

O. Parks and Playgrounds

*The Recreation Department determines the fees for such programming and events on an ongoing basis as planned and advertised**

| | |
|---|---|
| Seasonal adult and non-township ball field permits | \$500.00 \$600.00 |
| Township park pavilion | \$50.00 \$75.00 |
| 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 \$95.00 |
| Non-Township Organization, Paid coaches/employees, per hour | \$110.00 \$125.00 |
| Denny Gym Rental Fees, Half Court: | |
| Township Organization, Volunteers/individual, per hour | \$60.00 \$70.00 |
| Township Organization, Paid coaches/business, per hour | \$110.00 \$120.00 |
| Non-Township Organization, Volunteers/coaches, per hour | \$85.00 \$95.00 |
| Non-Township Organization, Paid coaches/employees, per hour | \$150.00 \$165.00 |
| Denny Gym Rental Fees, Full Court: | |
| Township Organization, Volunteers/individual, per hour | \$90.00 \$100.00 |
| Township Organization, Paid Coaches/business, per hour | \$175.00 \$185.00 |
| Non-Township Organization, Volunteers/individual, per hour | \$140.00 \$150.00 |
| Non-Township Organization, Paid Coaches/business, per hour | \$200.00 \$210.00 |
| Activity Rooms | |
| Studio/private | |
| Resident/private | \$60.00 |
| Non-Resident/private | \$90.00 |
| Studio/business | |
| Township/business | \$50.00 \$60.00 |
| Non-Township/business | \$75.00 \$90.00 |
| Environmental Lab: | |
| Resident/private | \$60.00 \$70.00 |
| Township/business | \$80.00 \$90.00 |
| Non-Resident/private | \$75.00 \$90.00 |
| Non-Township/business | \$95.00 \$110.00 |
| Multi Use Room: | |
| Half Room: | |
| Resident, private, per hour | \$55.00 \$65.00 |
| Township, business, per hour | \$90.00 \$100.00 |
| Non-Resident, private, per hour | \$75.00 \$85.00 |
| Non-Township, business, per hour | \$130.00 \$140.00 |
| Full Room: | |
| Resident, private, per hour | \$100.00 \$110.00 |
| Township, business, per hour | \$165.00 \$175.00 |
| Non-Resident, private, per hour | \$130.00 \$140.00 |
| Non-Township, business, per hour | \$200.00 \$210.00 |

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 \$95.00 |
| | 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 early morning rental (<u>Monday – Friday, non holiday</u> begin at or before 6:00am and end at or before 8:00am) | \$100.00 <u>\$125.00</u> |
| | Hourly group ice rental, Winter Season (Sept 1 – March 31) | \$375.00 <u>\$385.00</u> |
| | Hourly group ice rental, Spring Season (Apr 1 – May 31) | \$280.00 <u>\$290.00</u> |
| | Hourly group ice rental, Summer Season (June 1 – Aug 31) | \$250.00 <u>\$260.00</u> |
| | 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 <u>\$78.00</u> |
| | 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 10 150 linear foot cut of a unimproved public surface | \$24.00 \$125.00 |
| Each additional 10 50 linear feet of a public surface | \$9.00 \$50.00 |
| 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) | \$1,000.00 |
| 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 (<u>printed copies only</u>) | \$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 Writ 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 Writ 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 <u>\$1.50</u> |
| (per hour, if still connected 30 minutes after charge is complete) | \$2.00 <u>\$3.00</u> |
- 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 9th day of January, 2023.

TOWNSHIP OF HAVERFORD

President, Board of Commissioners

Attest:

David R. Burman
Township Manager/Secretary

RESOLUTION 2295-2023

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 establish a general schedule for reimbursement of fees, costs, charges and expenses of the Municipality's Professional Consultants.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township of Haverford hereby amends its fee schedule for Professional Consultants as follows:

C. The fees consultants may charge will be calculated in accordance with the following schedule:

(i) Technical (including engineering) consultants. Hourly rates:

| | |
|-----------------------------------|--|
| Township Engineer (David Penmoni) | \$145.00 <u>\$150.00</u> per hour |
| Senior Professional | \$140.00 <u>\$145.00</u> per hour |
| Project Professional | \$134.00 <u>\$140.00</u> per hour |
| Staff Professional | \$127.00 <u>\$131.00</u> per hour |
| Associate Professional | \$118.00 <u>\$122.00</u> per hour |
| Graduate Professional | \$110.00 <u>\$114.00</u> per hour |
| Technician | \$101.00 <u>\$105.00</u> per hour |
| Field-Technician | \$84.00 <u>\$87.00</u> per hour |
| Project Assistant | \$30.00 per hour |
| Survey Crew | \$210.00 <u>\$225.00</u> per hour |

(ii) Township Solicitor \$175.00 per hour

(iii) Other consultant's expenses including, but not limited to, outside legal counsel will be calculated in accordance with the hourly rates actually charged by other consultants to the Township for similar services.

RESOLVED, this 9th day of January, 2023.

TOWNSHIP OF HAVERFORD

President, Board of Commissioners

Attest:

David R. Burman
Township Manager/Secretary

RESOLUTION 2296-2023

- WHEREAS, the Township of Haverford, Delaware County, Commonwealth of Pennsylvania (the "Township") is considering the issuance and sale of one or more series of its general obligation bonds in 2023 (collectively, the "Series of 2023 Bonds") to finance certain capital projects of the Township;
- WHEREAS, the Township has been advised by its professional advisors that it may be necessary or appropriate and in the best interest of the Township for the Township to offer and sell the Series of 2023 Bonds to the public by means of a negotiated firm commitment underwriting through a financial institution acting as the bond underwriter (the "Bond Underwriter");
- WHEREAS, the Township desires to authorize the appropriate officers of the Township to solicit proposals from financial institutions to serve as the Bond Underwriter for the 2023 Bonds; and
- WHEREAS, the Township also desires to authorize the appropriate officers of the Township to take certain other actions preliminary to the issuance of the Series of 2023 Bonds and in contemplation thereof;

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 authorizes, as follows:

1. The Township Manager and the Assistant Township Manager/Director of Finance, acting with the advice of the Township's professional advisors, to solicit proposals from appropriate financial institutions to serve as Bond Underwriter for the Series of 2023 Bonds and to make a recommendation to the Finance Committee and the Board regarding the selection of the Bond Underwriter.
2. The Township Manager, the Assistant Township Manager/Director of Finance and any other proper officer of the Township, acting with the advice and assistance of the Township's professional advisors, to take all such additional actions as they or any of them may deem necessary or appropriate and in the best interest of the Township preliminary to and in preparation for this proposed new transaction, including without limitation the preparation of a preliminary official statement for distribution to potential investors in connection with the public offering of the Series of 2023 Bonds, the preparation of other documents, notices and advertisements necessary for the issuance and sale of the Series of 2023 Bonds, and the preparation of all materials and information required in order to obtain a rating on the Series of 2023 Bonds from a national rating agency.
3. Notwithstanding any provision of this Resolution, the terms and conditions of the Series of 2023 Bonds and all contractual and legal obligations of the Township in connection therewith shall remain subject to the approval of the Board as and to the extent required by law.

RESOLVED, this 9th day of January, 2023.

TOWNSHIP OF HAVERFORD

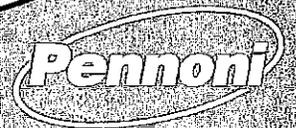
By: _____
President of Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary



Township of Haverford
**BURMONT ROAD AND GLENDALE ROAD
INTERSECTION IMPROVEMENTS**

NOVEMBER 4, 2022

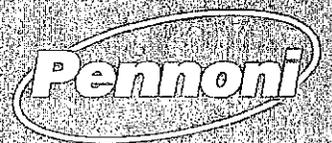


PARTNERS FOR WHAT'S POSSIBLE

www.pennoni.com

SECTION 1

COVER LETTER



November 4, 2022

HAVTT 20452P

Haverford Township

Attn: David R. Burman, Township Manager
1014 Darby Road
Havertown, PA 19083

RE: Engineering Services for Burmont Road and Glendale Road Intersection Improvements, Haverford Township

Dear Mr. Burman,

Pennoni is pleased to submit this proposal for Professional Engineering and Design Services for the Burmont Road and Glendale Road Intersection project in Haverford Township, PA. We have assembled a talented team of professionals with highway and signal design expertise and local project understanding, who are excited to assist in the reconfiguration of this intersection. Our specialized team also brings in-depth historical project knowledge and experience as well as long-standing, intimate working relationships with the key project stakeholders including PennDOT, Haverford Township, and Delaware County.

Primary Contact Person

**David Pennoni, PE
Chief Operating Officer**

T: 215-254-7761

C: 215-327-9294

Email: DPennoni@pennoni.com

Pennoni is a leader in the civil transportation infrastructure industry because of our technical expertise, innovative design capabilities, and efficient and timely project delivery focus. Our firm has built a reputation as a leading, PennDOT-qualified engineering consultant through work on both **small and large-scale projects**, from planning through construction. Our work in and with our own communities, shared with our dedication to technical excellence in transportation design and safety standards, forms our context-sensitive design approach.

Pennoni's staff includes both Township and PennDOT Consultant Engineers operating throughout the Greater Philadelphia region. Our engineers regularly attend PennDOT highway administration trainings, including, most recently, training for the 2020 edition of PennDOT Publication 408, the construction specifications for PennDOT projects. We also teach PennDOT courses to the municipal engineering community through the Pennsylvania Local Technical Assistance Program (LTAP). We have firmwide experience in the analysis, permitting, design, and construction phase services for various intersection and signal improvements.

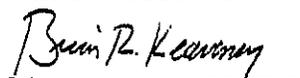
Pennoni understands the impact that the site improvements can have on the quality of life for both the Township, and the surrounding communities. For more than 50 years, we have sought to improve the communities in which we live and work. As civil engineers with a long-standing community relationship and commitment in Haverford Township, we are eager to be a part of the improvements at this intersection.

We agree to the terms and conditions of the RFP. The submitted materials include five hard copies of our proposal and one electronic version submitted separately.

Please contact us with any questions you may have regarding the enclosed submission.

Sincerely,

PENNONI ASSOCIATES INC.


Brian R. Keaveney, PE, PTOE
Associate Vice President


David Pennoni, PE
Chief Operating Officer

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SECTION 2

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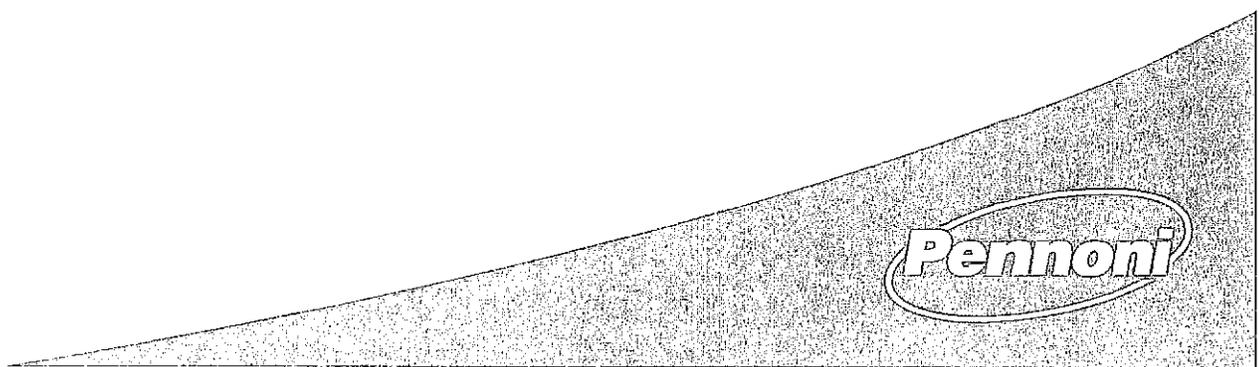
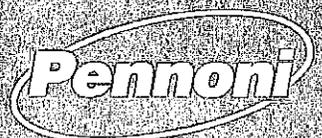


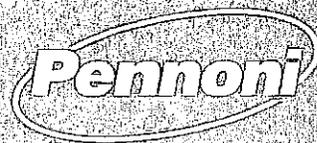
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SECTION 3

PROJECT UNDERSTANDING AND APPROACH



Project Understanding and Approach

Understanding

Pennoni understands the long history of safety and operational concerns at the project intersection. Our work will involve the survey, permitting and design to reconfigure the intersection of Glendale Road and Burmont Road into a safe and efficient facility for all users. This intersection of two State-owned roadways is located entirely within the Township of Haverford and is adjacent to both residential neighborhoods and active/passive open space. This All-Way Stop controlled intersection has been the subject of much attention since at least the early 1970s. The unconventional alignment of the intersection, which is less-than-ideal, can create uncertainty and indecision for drivers. In addition, the large expanse of the intersection does not facilitate well-defined travel patterns. This configuration, along with the relatively high daily traffic volume that uses this intersection, contributes to delays and crashes. Additionally, the intersection currently has no accommodation for pedestrian crossings, and Glendale Road has no sidewalks. Safe pedestrian accommodations are needed.

In mid-2021, the Township was awarded a PennDOT Multi-modal Transportation Fund (MTF) grant to reconfigure the intersection. After the receipt of this grant, PennDOT requested that the Township complete an Intersection Control Evaluation (ICE). From this detailed evaluation, two PennDOT preferred options, both of which would include pedestrian facilities, have emerged:

- I. Re-aligned intersection, with auxiliary turning lanes and a traffic signal control.
- II. A modern roundabout

Following a September 2, 2022, virtual meeting between the Township, PennDOT and Pennoni, it was agreed that both concepts would be advanced to a concept design phase (30% complete). The common tasks associated with both options such as topographic survey, right-of-way and property line research, and environmental impact would also be addressed. The critical outcome of this initial phase (Phase 1) is:

- Identify right-of-way and property impacts
- Identify environmental impacts
- Further define anticipated project costs
- Confirm feasibility of one or both options

The desired outcome of this Phase 1 effort is to select a final preferred alternative for the intersection, pursue additional funding (if necessary), and progress Phase 2 of the project, which will include the final design tasks necessary to prepare a complete plans, specifications, and estimate (PSE) package suitable for bidding and construction.

Additionally, our long history of working with Haverford Township and nearby municipalities to understand and offer solutions that improve the quality of life and mitigate problems for residents gives us great insight into the issues that must be addressed to successfully complete this project. Some of that experience includes:

- Developing detour route improvements for the Eagle Road bridge closure. We designed enhancements to multiple intersections to handle increased traffic, including new traffic signals and revised lane configurations at Karakung and Haverford, and Ardmore and Haverford, and adding left-turn lanes and new traffic signals at Darby and Ardmore. Our work also involved working with PennDOT and advocating on behalf of the Township to obtain funding assistance for these measures.
- Reconfiguration of the intersection of Haverford Road and College Avenue to protected left turns and improve the safety issue, reducing crashes at this location.
- Designed the offsite improvements and obtained the PennDOT Highway Occupancy Permit (HOP) for the new PSB at the Skatium Property
- We were the technical reviewer, having substantial input, for all off-site improvements associated with Haverford Reserve, including the main entrance configuration and signal, the College Avenue and Darby Road intersection configuration, the Darby Road and Marple Road intersection configuration, and the lower entrance at Marple Road and Darby Creek Road.
- We are currently designing, on behalf of PennDOT, safety and efficiency improvements at the interchange of West Chester Pike (Route 3) and Blue Route (I-476), including the intersections of South Lawrence Road and North Lawrence Road.

- We are currently evaluating, on behalf of PennDOT, safety improvements along Haverford Road that may include a road diet configuration, which would reconfigure the existing lanes to provide aligned left-turn lanes at key intersections.
- We have completed several similar intersection safety improvements in nearby municipalities, including:
 - Detailed evaluation of the benefits of a signalized intersection as compared to a modern roundabout at the intersection of E. Wynnewood Road and N. Wynnewood Avenue in Lower Merion Township. We also completed the subsequent design of the traffic signal at the intersection, which was the preferred alternative, along with improved pedestrian facilities.
 - Lane Re-alignment and new traffic signal installation at Conshohocken State Road (SR 0023) & Spring Mill Road (SR 3032) in Lower Merion Township, involving preparation of a full PennDOT bid package and environmental clearance.
 - Roadway widening, lane reconfiguration, and a new traffic signal system at the intersections of County Line Road, Bryn Mawr Avenue, W. Railroad Avenue, and Glenbrook Avenue in Radnor and Lower Merion townships, also known as '5 Points' near Bryn Mawr Hospital.
 - We are currently designing roadway widening, lane reconfiguration to provide exclusive left-turn lanes, and a new traffic signal system at the intersection of Montgomery Avenue and Spring Mill Road (SR 3032) in Lower Merion Township to facilitate the impact of the new middle school.
 - A modern roundabout design in Aston Township.

Approach

Phase 1

Task 1 – Project Management and Coordination

Pennoni's Project Manager, Brian Rasiul, PE will be responsible for the coordination, monitoring, and administration of project work tasks to keep the project on time and within budget. He will be responsible for the day-to-day management of design activities and will coordinate among individual disciplines at Pennoni to see that no individual portion of the work will impede the overall team's progress. Along with David Pennoni, the Principal-in-Charge of the project, Mr. Rasiul will be the point of contact for project communication with Haverford Township and PennDOT's grant monitor as needed. He will coordinate the flow of information concerning the project to the Team.



In addition to the above, our Project Manager will be responsible for preparing and submitting monthly invoices. Included with the invoices will be a project progress report indicating recent accomplishments, planned work, outstanding submittals and key dates.

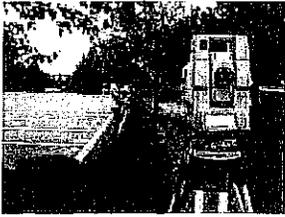
Pennoni understands that funding for this project is secured through a Multimodal Transportation Fund grant. As such, Pennoni will meet all required guidelines for the use of these grant funds.

We assume the following meetings will occur during design:

- Pennoni will prepare for and conduct two (2) project coordination meetings with the Township.
- Pennoni will prepare for and conduct at least one (1) meeting with neighbors and residents to coordinate impacts on the area.
- Meeting minutes will be prepared after each meeting and distributed to all attendees.

Pennoni will coordinate with the Haverford Township Police Department, as well as the Departments of Public Works and Parks & Recreation.

Task 2 – Topographic Survey



Pennoni will perform the required field surveys under the direction of a Pennsylvania Licensed Professional Land Surveyor, and in accordance with PennDOT Publication 122M, Surveying and Mapping Manual.

Horizontal and vertical control will be provided. A horizontal control network will be established and staked. Vertical control will be established, and benchmarks set within the project area. Pennoni will utilize differential leveling to establish a vertical control network. Benchmarks will be set on permanent objects not subject to movement. Horizontal controls will be based on NAD 83, Pennsylvania State Plane Coordinate System. Vertical survey information will be referenced to NAVD 88. Control points will be referenced, as required.

Property boundary surveys will not be performed.

The project's limits extend approximately 700 feet north along Glendale Road, 500 feet south along Burmont Road, and 400 feet east along Burmont Road. The Darby Creek Trail will be extended approximately 1,300 feet from its current terminus at the Township's Merry Place to the realigned intersection of Burmont Road and Glendale Road.

The following survey tasks are anticipated to be performed:

- Place a Design PA One Call and obtain utility plans from the respective utility companies. Any underground utilities marked in the field will be located.
- Survey existing features pertinent to the project, including topography, roads and driveways, walls, streams, overhead utilities, poles, guy wires, pavement markings, drainage structures, trees, fences, underground facilities as marked, signs, manholes, inlets, and guiderail.
- Locate wetland flags and show the locations on the base plan (if necessary).
- Prepare a digital terrain model (.dtm) showing the surveyed features. The plans will be prepared on 22-inch by 34-inch sheets at a plan scale of 1" = 25'.
- Furnish hard copy and electronic files for traverse points and benchmarks. We will also furnish the electronic files with the original three-dimensional terrain model, if requested.

Task 3 – Right-of-Way & Property Research

Pennoni will research and establish the existing legal right-of-way along Burmont Road and Glendale Road. Pennoni will also establish a property line mosaic for affected properties within the project area. This mosaic will be incorporated with the survey data into the base plans for the project.

Pennoni will prepare right-of-way impact evaluations for each of the two concepts developed in Task 4.

Pennoni will not prepare a formal PennDOT right-of-way plan during Phase 1 of this project.

Task 4 – Conceptual Design

Pennoni will develop conceptual designs for two (2) alternatives as outlined in PennDOT's Intersection Control Evaluation (ICE) Form. The two alternatives include an intersection realignment and roundabout. The Darby Creek Trail Extension will also be developed and incorporated into both conceptual designs. Both alternatives will be evaluated to the same degree, identifying positive and negative features of each.

The alternatives will be prepared in enough detail to evaluate and compare their practicality and feasibility based on experience and engineering judgment. The plan sheets for each alternative will be "layout type" sheets with sufficient annotations to articulate the intent and impact of each alternative. This analysis will include the cost effectiveness of the alternative and the benefit it provides; the extent to which the alternative avoids or minimizes impacts to the identified environmental and engineering constraints; traffic capacity/operational characteristics; constructability and staging; the level of right-of-way impacts; and the effectiveness of the alternative in satisfying the preferences and expectations of the agencies and public.

Each of the alternatives will generally include the following efforts to assess and populate the alternatives matrix:

Design Controls

- Includes the preparation of design criteria for Burmout Road, Glendale Road, and Darby Creek Trail Extension per governing design standards and manuals.

Typical Section Analysis

- Includes development of typical sections for each alternative.

Geometric Design

- Includes development of horizontal alignments and vertical profiles for Burmout Road and Glendale Road.
- Includes development of horizontal alignments and vertical profiles for the Darby Creek Trail Extension.

Working Plans

- Includes plans at a conceptual level— typical sections, plan sheets, and profiles.
- It is anticipated that one (1) typical section sheet, three (3) plan sheets (25 scale), and three (3) profile sheets will be needed for each alternate.

Development of Preliminary Cost Estimate

- Includes determination of quantities

Environmental and cultural resource impacts for each alternative will be completed under Task 5.

Alternatives Analysis Report

Pennoni will prepare an Alternatives Analysis Report to summarize the study findings. The Alternatives Analysis Report will include a narrative description of each alternative; discussion of anticipated impacts with respect to environmental/cultural resources, utilities, right-of-way, traffic control, constructability, and estimated construction costs.

The Alternatives Analysis Report will include a matrix to compare alternatives and a recommended alternative to advance into Phase 2.

The anticipated deliverable for this task will be an Alternatives Analysis Report documenting the following:

- A narrative of existing conditions and environmental features in the study area.
- An environmental constraints map of the study area.
- Typical section, plan and profile exhibits for each alternative drawn at an appropriate scale.
- Conceptual plans for each alternative.
- A comparison matrix of impacts/features for all alternatives.
- Conceptual Cost Estimates for the presented alternates.
- A narrative identifying the preferred alternative and how it meets the Township's needs.

Pennoni will provide up to ten (10) copies (five draft copies and five final copies) and a pdf copy of the Alternatives Analysis Report consisting of a cover page, narrative summary of the alignment alternatives, impacts (environmental, utilities, right-of-way, MPT) and costs associated with each.

Pennoni anticipates that one (1) round of revisions will be required to address comments received on the Alternatives Analysis Report.

Task 5 – Environmental Impact Evaluation

Pennoni will complete an environmental impact evaluation for each of the two concepts developed under Task 4.

Pennoni will identify the presence and absence of existing conditions and evaluate impacts on the following resources based on the desktop study and field reconnaissance:

- Wetlands, Streams, and Floodplains
- Threatened and Endangered Species
- Pennsylvania Historical and Museum Commission Initial Coordination
- Section 4(f)/6(f) Properties

For the purposes of this proposal, the following resources are assumed to be absent from the project study area and will not be included in the environmental investigation for the alternative's analysis: wild and scenic federal/state rivers and streams, navigable waters, groundwater resources, Hazardous and Residual Waste Sites, Environmental Justice populations, agricultural resources, geologic resources, game lands and wilderness areas, and air and noise concerns. As a deliverable, a narrative report and mapping will be prepared on the existing conditions identified for the resources identified above.

Wetland, Streams, and Floodplains

Pennoni will examine secondary sources such as the County Soil Survey to identify known hydric soils, National Wetland Inventory Maps (US Fish and Wildlife Service) to locate anticipated wetland areas and the USGS 7 1/2 min. Quadrangle Sheets U.S. Geological Survey) to define the drainage and topography of the site. Pennoni will also identify PADEP Existing and Designated Stream Uses, time of year construction restrictions, and FEMA floodplain/way limits. It is assumed that the investigations will be desktop based and no formal delineations will be conducted. However, verification will be made in the field and wetlands and streams identified will be mapped in the environmental constraints mapping.

Threatened and Endangered Species

Pennoni will prepare a PNDI search using the Pennsylvania Natural Heritage Program Environmental Review on-line tool. As part of this task, Pennoni will complete initial coordination with the Pennsylvania Fish and Boat Commission regarding the potential impacts to a sensitive species (current status, threatened) under their jurisdiction, as noted in the Draft PNDI (Search ID #754976). No detailed field investigations are included for this task. Pennoni will identify potential investigations or special agency coordination that may be required during preliminary engineering for each alternative.

Pennsylvania Historical and Museum Commission Initial Coordination

According to review of PASHARE (Pennsylvania's State Historic and Archaeological Resource Exchange) website, there are no historic resources or known archaeological resources identified within the project study area. One Historic Resource (Parcel #22000014900) identified on the Haverford Township Zoning Map and listed under the address 1744 Burmont Road. A description of the property provided on the Haverford Township Historic Resources Survey Report (1994) states that the land was once a part of the Hayes Mill Complex (or Haverford New Mill), founded in 1707 by Richard Hayes. The mill was closed in 1904 and razed in 1928. The property is not identified on PASHARE as a known historical resource.

Pennoni will prepare the necessary documentation to complete initial coordination with Pennsylvania Historical and Museum Commission (PHMC) through the upload of data to the PASHARE website. As part of this scope of work, Pennoni will complete a desktop review, as well as collect photographs and prepare notes of the area to be impacted by the proposed work for inclusion in the submission, which will aid in making a determination. As part of the consultation, Pennoni will attend up to one (1) meeting with the PHMC in Harrisburg, Pennsylvania to discuss the project. Results of the above outlined consultation will be incorporated into the Environmental Impact Evaluation narrative and mapping.

Property evaluations, determination of effects, archaeological surveys, consulting parties consultation, etc, are not included within this scope of work and if required will be completed under Phase 2.

Section 4(f)/6(f) Properties

Pennoni will provide a table that summarizes recreational properties/parks and historic properties identified in the alternative's analysis study area that are listed or eligible for listing on the National Register of Historic Places and would be subject to policy under Section 4(f) of the Department of Transportation Act of 1966, to be incorporated into the Alternatives Analysis Report prepared for the project. Glendale Park is located within the project area and is owned by Haverford Township. The park includes public amenities and is significant in terms of community recreation use and open space utilization. Glendale Park is identified by

the Department of Conservation and Natural Resource (DCNR) Grants Acquisition Database as a Land and Water Conservation Fund (LWCF) Acquisition in Delaware County. The park is both a Section 4(f) and Section 6(f) property. Initial coordination with PennDOT Central Office and DCNR will be completed to determine Section 4(f) Use and if the proposed project will result in a Section 6(f) conversion.

Detailed field investigations are not included as part of this scope. The impact assessment will provide a comparative analysis of alternatives in the form of an environmental impacts matrix table. Features and conditions which could significantly affect an alternative's design or the progress of NEPA clearance will be specifically identified. Section 4(f)/6(f) documentation will be completed as part of Phase 2.

A MTF/NEPA Clearance Document will not be completed during Phase 1 of this project.

Phase 2

Phase 2 will be further defined after the selection of a final preferred alternative at the completion of Phase 1, however for the purposes of this proposal we have outlined the currently anticipated tasks for the Township's information:

Task 1 – Project Management and Coordination

Pennoni's Project Manager, Brian Rasiul, will be responsible for the coordination, monitoring, and administration of project work tasks under Phase 2 to keep the project on time and within budget. He will be responsible for the day-to-day management of design activities and will coordinate among individual disciplines at Pennoni to see that no individual portion of the work will impede the overall team's progress. Along with David Pennoni, Principal-in-Charge, Mr. Rasiul will be the point of contact for project communication with Haverford Township and PennDOT's grant monitor as needed. He will coordinate the flow of information concerning the project to the Team.

In addition to the above, our Project Manager will be responsible for preparing and submitting monthly invoices. Included with the invoices will be a project progress report indicating recent accomplishments, planned work, outstanding submittals and key dates.

Pennoni understands that funding for this project is secured through a Multimodal Transportation Fund grant. As such, Pennoni will meet all required guidelines for the use of these grant funds.

We assume the following meetings will occur during design:

- Pennoni will prepare for and conduct four (4) project coordination meetings with the Township.
- Pennoni will prepare for and conduct at least one (1) meeting with neighbors and residents to coordinate impacts on the area.
- Meeting minutes will be prepared after each meeting and distributed to all attendees.
- Pennoni will coordinate with the Haverford Township Police Department, as well as the Departments of Public Works and Parks & Recreation.

Task 2 – Obtain Environmental Clearances

Pennoni will prepare the Multimodal Transportation Fund Grant Environmental Document ("MTF Document") and submit to the PennDOT District 6-0 Environmental Manager for review and approval. As part of the completion of the MTF Document, Pennoni will prepare the necessary documentation to finalize coordination with the Pennsylvania Historical and Museum Commission (PHMC) through the completion of an Environmental Review on the PASHARE website. As part of the consultation with PHMC, Pennoni will attend up to one meeting to discuss the project with the PHMC in Harrisburg, Pennsylvania. It is assumed that no further work beyond initial and final consultation with the PHMC will be required, and no further studies will be completed. Findings associated with the initial coordination will be incorporated into the project's MTF Document. The following sub-tasks will also be completed as part of Task 2 and incorporated into the MTF Document:

Wetland and Watercourse Investigation

According to National Wetland Inventory (NWI) mapping, wetlands are not present within or immediately adjacent to the project area other than Darby Creek. A wetland and watercourse identification and delineation will be required to determine the extent of wetlands and watercourses within the project area for permitting purposes.



The purpose of the field surveys will be to determine the presence or absence of freshwater wetlands and/or "Waters of the United States and Commonwealth" within the project area. Waters of the United States and Commonwealth include lakes, ponds, reservoirs, swamps, marshes, wetlands, rivers and/or streams (including intermittent streams). Pennoni will evaluate the project area based upon the three-parameter approach enumerated in the US Army Corps of Engineers (USACE) Wetland Delineation Manual, Technical Report Y-87-1 (1987), USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region – Version 2.0 (April 2012), and PennDOT Pub. 325. Wetlands and watercourses will be flagged in the field and data forms completed for each resource identified.

Wetland and watercourse flags and data points will be surveyed by Pennoni as part of the survey task. The surveyed wetland flags, data points, photograph locations, and other applicable notes and/or map legends will be added to the project plans by Pennoni. A jurisdictional determination or functional assessment is not expected to be necessary and is not included in this scope of work. If a jurisdictional determination or functional assessment is determined to be required, a separate scope of work and price proposal will be prepared and submitted for review and approval prior to the commencement of work.

At the completion of the fieldwork, a Finding Letter will be prepared and will include a review of published resource materials, existing site conditions, and the results of the field investigations, including wetland and watercourse information. The Finding Letter will be included with the projects MTF Document. Deliverables will include one PDF copy of the Finding Letter.

Threatened and Endangered Species Coordination/Investigation

If it is determined during Phase 1 that further coordination or field investigations are required in relation to the identified sensitive species (current status, threatened) under the jurisdiction of the Pennsylvania Fish and Boat Commission (PFBC), Pennoni will conduct such work under this scope of work.

Section 4(f)/6(f)

Due to the presence of Glendale Park within the project area, which is identified by the Department of Conservation and Natural Resource (DCNR) Grants Acquisition Database as a Land and Water Conservation Fund (LWCF) Acquisition, which makes it or portions of it a Section 6(f) Resource, as well as a Section 4(f) property. It is anticipated that the proposed project will not impact the area that utilized Section 6(f) funds and no further coordination beyond what is to be completed under Phase 1 will be required. In regard to Section 4(f), Pennoni anticipates that the proposed project will qualify for a De Minimis or Net Benefit Section 4(f) Programmatic, which will be coordinated with the Official with Jurisdiction (Haverford Township) and PennDOT. Pennoni will prepare the necessary Section 4(f) Checklist and circulate for signature within PennDOT. The finalized checklist will be attached to the MTF Document.

PADEP Permitting

Pennoni will coordinate with the appropriate environmental agencies to obtain the necessary PADEP permit, based upon the proposed placement of the trail extension within the Darby Creek floodplain/way. As such Pennoni will conduct a Pre-Application Meeting with PADEP and US Army Corps of Engineers (USACE) personnel to discuss the project and associated impacts to wetland and waterway areas, as well as required permitting level. For the purposes of this proposal, it is anticipated that a Chapter 105 Waiver would be applicable since the proposed trail would not result in an increase in floodplain elevation. If it is determined that a different permit is required, Pennoni will negotiate that permit with the PADEP and USACE, along with its complete under a supplement.

Task 3 – Highway Plan Design (HOP) Process [Pub9]

Pennoni will prepare Highway Occupancy Permit Plans and supporting documentation for submission to PennDOT for review. The Highway Occupancy Permit Plans will be prepared in accordance with Pennsylvania Code, Title 67, Transportation, Chapter 441, "Access to and Occupancy of Highways by Driveways and Local Roads"; Publication 282, Highway Occupancy Permit Handbook; and Publication 13, Highway Design Manual, Part 2, as well as design criteria established by the Township.

The Highway Occupancy Permit Plans will include but are not limited to the following:

- Existing Features Plan, drawn to 1" = 25' scale.
- Roadway improvement (construction) plans, drawn to 1" = 25' scale.
- Pavement Marking and Signing Plan.
- Grading and Drainage Plans, including bottom of curb, edge of pavement and edge of shoulder spot elevations, inlet locations, pipe sizes, pipe profiles, outlet structures and standard details, as necessary, for the proposed improvements.

- Cross-sections at 50-foot intervals (1" = 5' scale) for the length of the improvements.
- Roadway Centerline Profiles for Burmont Road, Glendale Road, and Darby Creek Trail extension.
- ADA curb ramp design detail plans.
- Construction Details Plans, including a list of standard details from PennDOT RC-drawings and appropriate construction notes.
- Detailed Maintenance and Protection of Traffic Plans.

ADA curb ramp designs will be completed in accordance with applicable PennDOT standards, including completion of the CS-4401 forms and Technically Infeasible Forms, if deemed appropriate by the Township.

Pennoni will coordinate with the Township, to discuss plan and report information required as part of the plan submission. Upon receipt of review comments from PennDOT, revisions to the plans and report(s) will be completed and resubmitted for approval.

Roadway Drainage Design

Pennoni will design roadway drainage facilities and modifications to existing facilities (if applicable) along Burmont Road and Glendale Road. The design analysis will include drainage area/runoff calculations, inlet/gutter spread analysis, and capacity calculations for existing and proposed storm pipes, as necessary. Pennoni will complete a Roadway Drainage Report for submission to PennDOT addressing storm water within the project limits. The report will include the calculations described above.

Pavement Design

The pavement section for the project will be based upon the existing pavement section of the roadway, as determined from plans researched. A pavement design, including pavement cores, is not anticipated, and is not included in this proposal. If during the review process a pavement design is required, Pennoni will contact the Township for authorization prior to proceeding.

Engineer's Opinion of Construction Cost

A preliminary construction cost estimate for the improvements associated with the roadway improvements will be provided following the first submission of the plans. The opinion of construction cost will be based on bid prices received by PennDOT on similar roadway improvement projects in the vicinity of the project area. The construction cost estimate will be updated continually through plan development to manage the proposed improvements against the available funding limits.

Task 4 – Final Right-of-Way Plan Preparation

Pennoni will develop the Right-of-Way Plan in accordance with the appropriate section of Chapter 3 of PennDOT's current Design Manual, Part 3. The plans will be prepared at a scale of 1" = 25' and will show legal right-of-way lines and existing utility easements, along with Required Right-of Way Lines and proposed Temporary Construction Easement (TCE) areas. The documents included for the Right-of-Way plans will be as follows:

- Deed Fee Simple - No Monetary Consideration (Form 950D1) or Deed of Easement (Form 950D2) - Acceptable with Township approval
- 8 ½ "x 14" or 8 ½ "x 11" exhibit of area to be dedicated
- Title Certification
- 22" x 34" plan set of the area to be dedicated, including the following:
 - Title Sheet
 - Location Map
 - General Notes - indicating existing Legal Right-of-Way and their origin
 - Typical Section
 - Plan View of the Area – indication of Legal Right-of-Way, Required Right-of-Way, and Temporary Construction Easements. Plan will indicate proposed work. Pertinent dimensions, plus(s)/offsets, and typical survey data will be shown. Any relocated centerline will be clearly referenced and dimensioned from the existing centerline.
 - Property plot of parcel(s) from which the right-of-way will be dedicated

- o Right-of-Way claim information
- o Record Final Right-of-Way Plans and M950 D1 forms

Once the Township has reviewed and approved the Right-of-Way Plans, Pennoni will prepare Final Right-of-Way mylars for Township signatures. The Final Right-of-Way mylar plans will be recorded at the County Courthouse.

Task 5 – Erosion and Sediment Control

Pennoni will prepare an Erosion and Sediment Control Plan and narrative for this project in accordance with PennDOT Design Manual, Part 2, Chapter 13, and the guidelines set forth in the Pennsylvania Department of Environmental Protection's Erosion and Sedimentation (E&S) Control Program Manual. The plans and narrative will be prepared with specific and positive safeguards, to protect adjacent properties from pollution by transported sediment. E&S controls that require additional right-of-way, such as sediment traps or sediment basins are not anticipated. We will submit the final plan to the Delaware County Conservation District (DCCD) for their review and approval, if DCCD review is determined to be necessary during the course of environmental investigations and design. Upon approval from the DCCD, the plans and narrative will be included in the final project bid package.

Task 6 – Bid Phase

This task will include finalizing the construction cost opinion and contract documents utilizing the design plans that were prepared in other tasks. Pennoni will provide the contract document package to Haverford Township and PennDOT for review and approval before advertising the project. Pennoni anticipates the use of PennBID for the solicitation of the project. The efforts associated with this task include:

Pennsylvania Department of Labor – Request for Prevailing Wage Rates

Pennoni will complete and submit a request for prevailing wage predetermination from the Commonwealth of Pennsylvania, Department of Labor and Industry. Upon receipt of wage rates, Pennoni will incorporate them into the contract bid documents.

Construction Bid Documents

Pennoni will provide Haverford Township with a comprehensive bid document and specifications adequate to clarify the contract documents. We will incorporate equipment preferences of the Township into the construction specifications. The bid form will be prepared as a unit price, line-item format. The bid documents will include the following sections:

- Advertisement
- Instructions to Bidders
- Form of Proposal
- Form of Guaranty
- General Conditions
- Special Conditions
- PA Prevailing Wage Predetermination
- Construction Specifications including special provisions
- Form of Agreement
- Contract Bond
- List of Contract Drawings
- Appendices with additional contractual forms that may be required by PennDOT

Bid Assistance

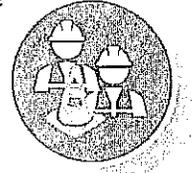
Pennoni will set up and administer the solicitation on PennBID, conduct the pre-bid meeting, respond to questions from prospective bidders and issue addenda as necessary, conduct the bid opening, review bids, prepare a bid tabulation, and provide a recommendation for contract award.

Task 7 – Utility Coordination

Pennoni will notify the Pennsylvania One Call System of design and construction activities for the project and will send base plans and request markups and as-built plans from utilities with involvement at this location. As utility plans are received, they will be checked against the field data to verify utility locations and will then be plotted on the project construction plans. During the design phase of the project, we will attempt to avoid utility conflicts with the resources that are available to us. Our office will identify known utilities that will need to be relocated to the best of our ability.

Task 8 – Construction Observation/Administration

As outlined in Addendum 8, issued by Haverford Township on November 2, 2022, we do not intend to provide Construction Management/Construction Inspection (CM/CI) services under this agreement. We would note that if, during the course of design, the Township and/or PennDOT determines that the design consultant can provide CM/CI services, we are qualified and capable to undertake the tasks outlined below:



Construction Inspection

We will complete construction inspection services as requested, which will include:

- Attend pre-construction meeting
- Review submittals
- Review applications for payment
- Review requests for change orders
- Respond to requests for information (RFI)
- Attend monthly progress meetings
- Perform construction observation of critical project components
- Prepared punch list
- Review contractor as-built plans

Construction Consultation Services

If we do not provide detailed construction inspection services, we will be available to provide consultation services as needed during construction. We expect those services will be defined in detail through coordination with PennDOT, Haverford Township, and the firm performing the construction inspection work as the construction phase approaches, but we anticipate our services would include: attendance at a pre-construction meeting, liaison between the Township and inspection firm, liaison with the funding entities, regulatory agencies, and utilities, response to questions and information requests from the contractor, and assistance with review of construction submittals and shop drawings.

SECTION 4
QUALIFICATIONS AND EXPERIENCE



Firm History and Background

Firm Profile

Pennoni Services

-  Civil/Site
-  Construction Engineering
-  Construction Materials Engineering & Testing
-  Energy & Sustainability
-  Environmental
-  Geotechnical
-  Planning & Urban Design
-  Mechanical, Electrical & Plumbing
-  Structural
-  Survey & Geospatial
-  Technology Solutions
-  Transportation
-  Water Resources
-  Water/Wastewater

Pennoni views the start of every project as the beginning of a collaboration because we understand the value of partnership. As a multidisciplinary firm, we approach engineering challenges from a wider spectrum of angles than most. From land development to energy management, our expertise runs deep and our passion for problem-solving runs even deeper. Throughout five decades, our commitment to elevating the impact of our outcomes through personalized service has been steadfast. We have the experience to anticipate roadblocks and the insight to understand how to move past them. We also have the flexibility to be innovative in our approach with the integrity to get things right. Our goal is to help communities and private sector clients alike navigate the ever-changing technological advancements available and learn how best to integrate "smart" solutions into the current landscape and make them a part of resilient and sustainable planning.

Pennoni milestones are bigger than any one project. We measure achievement in innovation, efficiency, and excellence. The footprint of our work may be large, but our focal point is not just on "where"; it's on "how". We are relentless in our aim to bring fresh perspectives and new technologies. We establish relationships based on honesty to create trust and longevity. The net effect? Our combination of talent and experience that generates unprecedented results for diverse and iconic projects around the globe.

Corporate/Primary Office

Pennoni Associates Inc.

1900 Market Street, Suite 300

Philadelphia, PA 19103

Telephone: 215-222-3000

Web Address: www.pennoni.com

PennDOT/ECMS/BRID: 000172 Exp. 5/23/2023

Primary Contact

David Pennoni, PE

Principal in Charge

Office: 215-254-7761

Mobile: 215-327-9294

Email: dpennoni@pennoni.com

Secondary Contact

Brian Rastul, PE

Project Manager

Office: 610-422-2378

Mobile: 610-213-7863

Email: brastul@pennoni.com

Established as a corporation in 1966, Pennoni is a multidisciplinary firm that employs more than 1,200 professional, technical, and administrative personnel in offices strategically located to best serve our growing list of clients around the world. Pennoni provides services to local, state, and federal governments and private, commercial, industrial, and construction clients, as well as to other professional firms. With a 100% employee-owned Employee Stock Ownership Program (ESOP) in place, we dedicate ourselves daily to client service, to giving back to the community, and to nurturing the entrepreneurial spirit of our employee-owners. We have received numerous awards for our work as well as our corporate culture, including national rankings by the Zweig Group and Engineering News-Record.



Services:

From its establishment, Pennoni's longevity through a constantly evolving industry has provided opportunities to continually expand the range of services provided to most effectively meet the needs of our clients. Today, Pennoni offers a broad range of professional services for various markets, including but not limited to:

Civil/Site

From feasibility studies and environmental investigations to infrastructure design and permitting, civil/site design encompasses all aspects of land development necessary to take any project from conception through construction and end-use. Our planners, landscape architects, civil engineers, and design technicians are experienced in all facets of site planning and land development, including utilities, sidewalks, parking lots, grading and drainage, and landscaping. Working across disciplines, we provide clients with a user-friendly, multidiscipline partner, capable of completing complex projects "in-house."

Geotechnical

Every structure, regardless of type, requires a stable foundation for support and long-term stability. Our professional geotechnical engineering services utilize sound technical approaches while considering cost effectiveness and constructability. Our professional staff plans and implements detailed subsurface explorations. These studies are comprised of test borings, test pits, geophysical surveys, laboratory testing, and thorough analyses. Based on our findings, recommendations are developed for foundation, pavement and earthwork design, embankment stability, geosynthetics applications, soil stabilization, and dewatering techniques. Other services can also be provided, such as instrumentation and subsurface explorations.

Environmental, Health & Safety

When working on environmental projects, our staff aims to aid our clients in protecting their community, their businesses, and their natural climate from such adverse products as pollution, mold, and other hazardous materials. Our environmental staff is qualified and experienced in providing hazardous materials surveys; asbestos, lead-based paint, mold, and PCB assessments and management; indoor air quality studies; and health and safety planning. We partner with regulatory and environmental protection agencies to understand the best practices for solid and hazardous waste management, endangered species, wetland delineations, landfills, and more. The result of a successful environmental project shows a commitment and dedication to the environment and the people who live in it.

Planning and Urban Design

Our landscape architecture and planning team promotes a sustainable philosophy of land management based on an innate responsibility to environmental stewardship. Our solutions integrate new elements seamlessly with their surrounding environment. Providing a balance of aesthetics, function, and sustainability in the project design and development, we can skillfully translate raw ideas into successful projects uniquely tailored for each site, including urban streetscapes, parks, higher education campuses, athletic fields, and more.

Transportation

Safe and efficient transportation systems are critical components to our communities nationwide. Consisting of roads, highways, bridges, railroads, and more, transportation infrastructure provides the structure of how we move in our neighborhoods, throughout regions, and around the world. Combining expertise and state-of-the-art technology, we provide transportation infrastructure systems that allow clients and the community to reach new destinations safely. Our transportation designs are functional and meet the needs of the client and the community.

Survey and Geospatial

Surveying is one of the first steps in the land development/civil engineering process where physical and legal boundary issues are addressed. Accurate maps and measurements are essential during the design and planning phase, and they provide clients with a real sense of space and boundaries. Our professionals work to stay ahead of growing survey technologies and spatial data techniques, such as Global Navigation Satellite Systems (GNSS; commonly referred to as GPS), Geographic Information Systems (GIS) mapping, High-Definition Laser Surveying (HDLS), and drone technology, to provide our clients with precise information. Our survey services can be applied to a wide range of markets and land development projects.

Additional services that Pennoni provides include Construction Services; MEP (mechanical/electrical/plumbing); Structural; Water/Wastewater; Water Resources, and Digital Solutions.

As an employee-owned company, Pennoni is about people. We provide quality service to our clients both locally and around the world. We offer a work environment that inspires our staff. We partner with the communities in which we work. Our professional reputation and commitment to the people whose lives we touch motivate us to put our passion, talent, and skills into every project, every day.



Key Personnel

We recognize the importance of this project to Haverford Township and have assembled a team of technical experts and experienced professional engineers and other licensed professionals, junior production staff, and CAD designers ready to start immediately. The Pennoni Team has extensive experience with PennDOT's project development and design processes, solid working relationships with Haverford Township and PennDOT District 6-0 staff, and multidiscipline resources available to quickly and efficiently move projects into construction, all of which are necessary for the success of this project.

David Pennoni, PE, will serve as Principal-in-Charge. Mr. Pennoni currently serves as Township Engineer for Haverford Township and has intimate familiarity with the Township through a wide variety of projects and services over the past 25 years. Mr. Pennoni has been involved with this project development since the 1990's including conceptual scoping, grant applications to obtain the current funding, and coordination with the various stakeholders. He will be the primary liaison with the Township.

Brian Rasiul, PE, will serve as Project Manager. Mr. Rasiul will be responsible for planning, scheduling, organizing, and controlling our team's resources to advance the project and will ensure that the Township's expectations are fully met. He has more than 27 years of PennDOT design and development experience with District 6-0, and currently serves both District 6-0 & 5-0 as a Consultant Project Manager. Mr. Rasiul will continue to draw on the invaluable experience he has gained working alongside municipal and PennDOT District 6-0 personnel to ensure that the Pennoni Team delivers superior service on this project.

Brian Keaveney, PE, PTOE, is an Associate Vice President and Division Manager of the King of Prussia Transportation Group and will provide overall QA/QC of our team's design work. Mr. Keaveney has more than 28 years of experience completing design for PennDOT and Municipal traffic improvement projects throughout the Delaware Valley. Mr. Keaveney has been heavily involved with the evaluation of the intersection improvement alternatives for this intersection to date, including completion of the preliminary Intersection Control Evaluation (ICE) documents in coordination with PennDOT District 6-0. As such, he has extensive knowledge of the issues associated with implementing the best solution for this location. Mr. Keaveney will verify quality control procedures are being implemented and will perform and/or assign staff to perform quality reviews.

Other Team leaders include:

Brian Finkelstein, PE, and Drew Sirianni, PE – Roadway Design – Mr. Finkelstein and Mr. Sirianni have more than 35 years of combined experience in transportation engineering and project management services to public and private sector clients. Both will be involved with the highway design, drainage design, preparation of preliminary and final roadway construction plans, right-of-way plan development coordination, signing, erosion and sediment pollution control planning, bid package preparation, construction cost estimating, specifications writing, construction schedule development, and utility coordination.

John-Thomas (JT) Graupensperger, PWS – Environmental Permitting – Mr. Graupensperger is an Environmental Division Manager with more than 18 years on a wide variety of environmental tasks for transportation projects for PennDOT and throughout the Mid-Atlantic region. He will lead our efforts in the NEPA documentation preparation and review, wetland and habitat assessments, Phase I Bog Turtle Habitat assessment, threatened and endangered species investigations, permit application preparation, stormwater and erosion and sedimentation control reviews, and state and federal agency coordination.

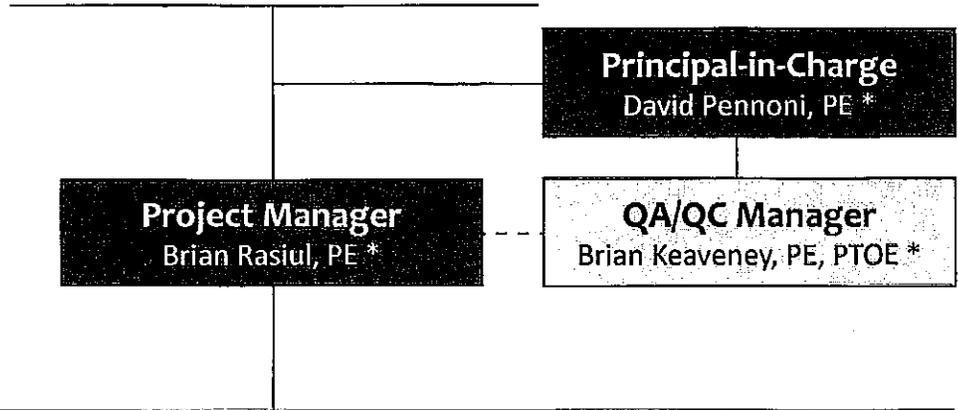
Matthew Stalsitz, PE – Erosion and Sediment (E&S) Control – Mr. Stalsitz is a Project Engineer with more than 22 years of experience specializing in water resource-related design in support of transportation and land development projects for PennDOT, the Pennsylvania Turnpike Commission, and various county, municipal, and private clients. He will perform hydraulic and hydrologic analyses to determine pipe sizing criteria along with stormwater management needs. Mr. Stalsitz will develop erosion and sediment control plans to ensure adequate sediment control during construction in support of our environmental permit activities.

David Boyer, PLS – Survey – Mr. Boyer is a Registered Professional Land Surveyor in Pennsylvania with more than 34 years of experience in all aspects of land and construction surveying and will lead the survey efforts for this project. Mr. Boyer has a strong background in the field and in the management and operation of major surveying assignments, providing survey services for public and private clients, including local, city, county, and state clients as well as residential, commercial, and industrial clients.

Christopher Zivkovich, PE – Right-of-Way Plan Preparation – Mr. Zivkovich has more than 17 years of experience in transportation engineering, working with both public and private sector clients. He has completed numerous right-of-way plan and easement packages across various PennDOT Districts throughout his career and will lead our right-of-way plan development efforts for this project.

Organization Chart

Haverford Township



* Key Resume Included

| Project Team | | |
|--|--|---|
| <p>ROADWAY DESIGN Brian Finkelstein, PE * Drew Sirianni, PE * Kristopher Martin, EIT</p> | <p>TRAFFIC Brian Keaveney, PE, PTOE* Max Long, PE, PTOE Abhishek Joshi, PE, PTOE</p> | <p>SURVEY David Boyer, PLS</p> |
| <p>EROSION & SEDIMENT (E&S) CONTROL Matthew Stalsitz, PE *</p> | <p>ENVIRONMENTAL PERMITTING JT Graupensperger, PWS *</p> | <p>UTILITY COORDINATION Brian Finkelstein, PE * Drew Sirianni, PE*</p> |
| | <p>RIGHT-OF-WAY PLAN PREPARATION Christopher Zivkovich, PE</p> | <p>SERVICES DURING CONSTRUCTION David Pennoni, PE* Brian Keaveney, PE, PTOE* Brian Rasiul, PE *</p> |



Brian D. Rasiul, PE

Project Manager

EDUCATION

BS, Civil Engineering; The Pennsylvania State University (1995)

PROFESSIONAL REGISTRATIONS

Professional Engineer: PA (#057014E, exp. 9-30-23)

CERTIFICATIONS/TRAINING

Project Management, Pennoni (2013, no exp.)

Covid-19 Awareness, Pennoni (2020, no exp.)

PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers, Delaware Valley Chapter

EXPERIENCE SUMMARY

Mr. Rasiul serves as a Senior Engineer and Project Manager in our Transportation Division with over 27 years of experience providing transportation engineering and project management services to public and private sector clients. His project experience includes highway design, drainage design, pavement design, preparation of preliminary and final roadway construction plans, right-of-way plan development, maintenance and protection of traffic design, signing, erosion and sediment pollution control planning, highway capacity analysis, bid package preparation, construction cost estimating, specifications writing, schedule development, proposal development and negotiation, budget preparation and monitoring, design review, quality assurance/quality control review, utility coordination, public presentation, and transportation project management and development.

Mr. Rasiul's knowledge includes PennDOT specifications and policies, NEPA requirements, Section 106 requirements, as well as Highway Occupancy Permit procedures. He is proficient in computer-aided design using transportation software packages such as MicroStation and InRoads. He has extensive experience with PennDOT's ECMS system, ASTA Powerproject schedule software, and provides mentoring and training to staff members.

REPRESENTATIVE PROJECTS

PennDOT District 6-0 - Design Management/Review Services, Various Counties, PA

Consultant Project Manager - Responsible for the overall design management of various bridge and highway projects in District 6-0. Responsibilities include supervising project design consultants, coordinating reviews of design submissions in accordance with District protocols, coordinating design and schedule issues with consultant designers and District staff, and coordination with external stakeholders. Also, included the management and design of two Structurally Deficient bridge project packages. The two projects included a total of eighteen separate bridges.

PennDOT District 6-0 – Local Bridge Project Delivery Assistance Agreement, Delaware and Philadelphia Counties, PA

Project Manager - Responsible for the oversight and management of Local Bridge Program Support Services in District 6-0. Responsibilities include supervising review staff members and coordinating design issues with district staff.

PennDOT District 5-0 - Design Management/Review Services, Berks, Lehigh and Northampton Counties, PA

Consultant Project Manager - Responsible for the overall design management of various bridge and highway projects in District 5-0. Responsibilities include supervising project design consultants, coordinating reviews of design submissions in accordance with District protocols, coordinating design and schedule issues with consultant designers and District staff, and coordination with external stakeholders. Also, acted as the Consultant Project Manager for the design portion of the construction phase for Department design build projects. Successfully managed to Let four design/build and four design/bid/build bridge projects (including two Local projects) and three Betterment projects.

PennDOT District 6-0 - Plans Unit Design Open End Agreement, Bucks, Chester, Delaware, Montgomery and Philadelphia Counties, PA

Project Manager - Responsible for the oversight and management of a wide range of environmental and engineering efforts in District 6-0. Responsibilities include preparing

Brian D. Rasiul, PE

Project Manager

scope of works, man-hour estimates, supervising staff members and subconsultants, and coordinating design issues with district staff.

Lower Merion Twp. - Rock Hill Road (S.R. 3052)/Belmont Avenue (S.R. 3045) Lower Merion Twp., Montgomery County, PA
Project Manager - Involved with the preliminary and final design for the reconstruction of Belmont Avenue (S.R. 3045), Rock Hill Road (S.R. 3052), and Conshohocken State Road (S.R. 0023). Responsibilities include managing design staff, designing horizontal and vertical geometry, developing roadway details and plans, typical sections, cross sections, maintenance and protection of traffic plans, pavement marking and signing plans, and cost estimates.

West Norriton Township - Main Street (SR 3009) Corridor Safety Improvements Montgomery County, PA
Project Manager involved with the design of safety improvements along Main Street (SR 3009) including a roundabout. Responsibilities include managing design staff, overseeing the development of design alternatives, roadway details and plans, typical sections, maintenance and protection of traffic plans, pavement marking and signing plans, and cost estimates.

Lower Merion Township - Wynnewood Rd Road Diet, Montgomery County, PA
Project Manager involved with the preliminary and final design of road diet improvements along Wynnewood Road. Responsibilities include managing design staff, coordinating public involvement activities, overseeing the development of roadway details and plans, typical sections, maintenance and protection of traffic plans, pavement marking and signing plans, and cost estimates.

Upper Merion Township - First Avenue Road Diet, Montgomery County, PA
Project Manager involved with the preliminary and final design of road diet improvements along First Avenue. Responsibilities include managing design staff, overseeing the development of roadway details and plans, typical sections, maintenance and protection of traffic plans, pavement marking and signing plans, and cost estimates.

PennDOT District 6-0 - S.R. 0202, Section 610 & S.R. 3001, Section OFF, Norristown Borough, East Norriton and Whitpain Townships, Montgomery County, PA
Project Manager - Involved with the final design for the improvement of 4.5 miles of roadway along U.S. 202 from Johnson Highway (S.R. 3017) to Morris Road (S.R. 2001). Also, included in the scope of these projects was the improvement of major roads near their intersection with U.S. 202. Responsibilities include managing design staff, designing horizontal and vertical geometry, developing roadway details and plans, typical sections, cross sections, maintenance and protection of traffic plans, pavement marking and signing plans, accident analysis, and cost estimates.

Delaware River Joint Toll Bridge Commission (DRJTBC) - Easton-Phillipsburg Toll Bridge Rehabilitation, Scoping/Concept Study, Northampton County, PA and Warren County, NJ
Senior Engineer - Involved with the development of a comprehensive report that identified the overall maintenance/repair requirements for the Easton-Phillipsburg Toll Bridge facility. Responsibilities included identifying the scope associated with upgrading the approach roadway network and toll plaza and design of maintenance and protection of traffic during construction taking into consideration historical traffic data at the facility, bridge staging and constructability.

Borough of West Conshohocken - Front Street (S.R. 0023) and Balligomingo Road (S.R. 3037), West Conshohocken, Montgomery County, PA
Lead Designer/Associate Project Manager - Involved with the final design for a \$5 million intersection realignment and bridge replacement project. Responsibilities included designing horizontal and vertical geometry, developing roadway details and plans, typical sections, cross sections, maintenance and protection of traffic plans, pavement marking and signing plans, project grading, structures design coordination, and cost estimates.

Abington Township - Edge Hill Road (S.R. 2034) and Tyson Avenue (S.R. 2036), Abington, Montgomery County, PA
Associate Project Manager - Involved with the preliminary design for the widening and reconstruction of Edge Hill Road, Tyson Avenue, and various side roads. Responsibilities included designing horizontal and vertical geometry, developing roadway details and plans, typical sections, cross sections, maintenance and protection of traffic plans, pavement marking and signing plans, intersection grading, accident analysis, and cost estimates.

David Pennoni, PE

Regional Vice President/Principal-in-Charge

EDUCATION

BS, Civil Engineering; Lehigh University (1984)

PROFESSIONAL REGISTRATIONS

Professional Engineer: PA (#039235, exp. 9-30-23)

CERTIFICATIONS/TRAINING

Project Management, Pennoni (2015, no exp.)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Springfield Township, Delaware County, PA Planning Commission; Vice Chairman (Previous)

Delaware County American Red Cross; Board Member (Previous)

Pennsylvania State Board of Registered Professional Engineers, Surveyors and Geologists; Board Member

EXPERIENCE SUMMARY

Mr. Pennoni's civil engineering experience includes strong emphasis in municipal engineering and public works projects involving design, construction coordination and inspection, contract administration, contractor compliance and regulatory agency documentation. His project experience includes infrastructure design, stormwater management, water supply and wastewater collection, solid waste management and roadway and bridge systems.

REPRESENTATIVE PROJECTS

Haverford Township - Township Engineer, PA

Perform daily functions as the appointed Township Engineer since 1988 including, attendance at public meetings, plan reviews, permit coordination, capital projects, recreational facilities and planning, grant writing, developer and contractor compliance, traffic engineering, and stormwater management. A noteworthy assignment includes the state hospital acquisition and development project.

Newtown Township - Township Engineer, PA

Perform daily functions as the appointed Township Engineer since 1999 including, attendance at public meetings, plan reviews, permit coordination, capital projects, developer and contractor compliance, grant writing, traffic engineering, and stormwater management. Projects of note include the annual road program, ordinance revisions, and zoning district overlays.

Upper Southampton Sewer Authority – Appointed Sewer Authority Engineer, Bucks County, PA

Perform daily functions as the appointed Sewer Authority Engineer including attendance at public meetings, preparation of annual budget, resolution of planning issues, preparation of various state and local permit applications, plan reviews, and design of various public improvement projects including I/II studies and remedial actions.

Upper Southampton Township - Municipal Authority Engineer, Bucks County, PA

Perform daily functions of a Municipal Authority Engineer including attendance at public meetings, resolution of planning issues, preparation of various state and local permit applications, plan reviews and design of various public improvement projects.

Easttown Township - Municipal Authority, Berwyn, PA

Perform daily functions of a Municipal Sewer Authority Engineer including attendance of public meetings, resolution of planning issues, preparation of various state and local permit applications, plan reviews, and design of various public improvement projects.

Falls Township - Roadway Inspection, Bucks County, PA

Roadway inspection of the entire roadway system of Falls Township and preparation of a report which detailed \$15M of improvements to repair the deteriorated infrastructure.

Haverford Township - Roadway Improvements, Delaware County, PA

Design, preparation of plans, specifications and contract documents for various projects including paving, storm sewers, curb, sidewalk and traffic intersections for roadways in Haverford Township, PA.

David Pennoni, PE

Regional Vice President/Principal in Charge

Upper Southampton Municipal Authority - Southwest Quadrant Water Main, Bucks County, PA

Feasibility study and evaluation for the installation of approximately 25,000 L.F. of water main serving 300 residents. Included cost estimating, crossing of railroad tracks and Pennsylvania Turnpike, site evaluation, project scheduling, development of a new tapping fee district and implementation of the project into the Municipal Authority Capital Projects.

Bucks, Montgomery and Delaware Counties - Municipal Services, Various Locations, PA

Review of various project plans for compliance with local ordinances; coordination of construction surveillance; attendance at public meetings; organization and submission of permits to Department of Environmental Resources and correspondence with local officials at various townships.

City of Coatesville - Lincoln Highway Water Main Installation, Coatesville, PA

Prepared value engineering report, designed relocated water main, prepared required permit applications, and biddable plans and specifications for installation of approximately 1,000 linear feet of new 16 to 24-inch water main to replace an existing high pressure 24-inch transmission main.

Philadelphia Suburban Water Company - Liberty Power Water Main, Tinicum Township, PA

Topographic survey, design, permitting and preparation of construction documents to install 10,000 LF of 36-inch diameter water main in Tinicum Township, Delaware County. Project included PaDOT and PaDEP permitting, county conservation district approvals, Conrail approval and bank under active lines, easement drawings and descriptions, are interconnections with the City of Philadelphia, and coordination with the Township.

Upper Southampton Municipal Authority - County Line Road Water Main, Bucks County, PA

Design for the emergency installation of 3,000 L.F. of 12-inch ductile iron water main. Included PaDOT permit, erosion and sediment pollution control permit, DEP approval, preparation of plans and specifications, bidding assistance, construction surveillance, shop drawing review and cost estimating. Project on-going.

Philadelphia Suburban Water Company - Chester Pike Water Main, Delaware County, PA

Design for the replacement of 6,000 L.F. of existing water main within Chester Pike. Included survey of entire road, PaDOT permit, crossing beneath SEPTA railroad bridge, water main design and plans and drawings. Project on-going.

City of Coatesville Authority - Water Storage Tank, Bart Township, Lancaster County, PA

Design for the installation of a 2.5-million-gallon water storage tank to replace a 10-million-gallon open air reservoir at Mars Hill. Included feasibility study, value engineering, preparation of plans and specifications, permitting, agreements, meetings with authority personnel, soil borings, survey and abandonment of a booster station.

Lower Merion Township - Comprehensive Sewer Study and 537 Plan, Montgomery County, PA

Preparation of sewage facilities plan to evaluate the future needs of the 23 square mile township and a detailed analysis of an unsewered western portion of the Township. Analysis included an alternative evaluation of a regional treatment facility with stream discharge, a conventional collection and conveyance (via pump stations and force mains) system, pressure sewer, spray irrigation, and onlot disposal system upgrade and maintenance program. Plan included project cost estimates and implementation schedule. Preparation included numerous meetings and coordination with Township Planning Department and adjacent affected municipalities, including the City of Philadelphia, county agencies and state agencies. Plan was adopted by the Township and approved by the Department of Environmental Resources.

Upper Southampton Sewer Authority - Sanitary Sewer Trunk Line Installation, Bucks County, PA

Design for the installation of 2,000 L.F. of 16-inch ductile iron sanitary sewer trunk line. Included feasibility study preparation of easement descriptions, meetings with the utility companies, residents, and Authority personnel, preparation of plans and specifications, bidding assistance, construction surveillance and shop drawing review.



Brian R. Keaveney, PE, PTOE

QA/QC Manager

EDUCATION

MS, Transportation Engineering; Villanova University (1996)

BS, Civil Engineering; Villanova University (1993)

PROFESSIONAL

REGISTRATIONS Professional Engineer: PA (#053079, exp. 9-30-23)

CERTIFICATIONS/TRAININGS

Professional Traffic Operations Engineer, TPCB (#1864, exp. 2-6-24)

Project Management, Pennoni (2015, no exp.)

Covid-19 Awareness, Pennoni (2020, no exp.)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Society of Highway Engineers

Greater Valley Forge Transportation Management Association, Public Policy Committee, Foundation Vice-President

Intelligent Transportation Society of Pennsylvania, Past Director

Institute of Transportation Engineers

International Municipal Signals Assoc.

EXPERIENCE SUMMARY

Mr. Keaveney serves as an Associate Vice President and Division Manager of our Transportation Division. He provides professional transportation engineering and project management services to public and private sector clients, including public testimony. His project experience includes transportation studies, capital improvement plan development and management, traffic signal design, procurement and construction monitoring, closed loop traffic signal system design, corridor analysis and optimization, site related traffic impact study preparation and review, land development review, Intelligent Transportation System (ITS) planning and implementation, municipal traffic congestion mitigation measures, and transportation planning and modeling.

Mr. Keaveney's knowledge includes PennDOT specifications and policies, as well as the 2000 Highway Capacity Manual. He is proficient in computer analysis using transportation software packages such as HCS, CORSIM, and Synchro/Simtraffic, and has experience with SYSTEM II and TMODEL2 travel demand forecasting software.

REPRESENTATIVE PROJECTS

PennDOT District 6-0 - Traffic Unit, Open-End Traffic Signal Design & Safety Review Contract, Bucks, Chester, Delaware, Montgomery & Philadelphia Counties, PA

Project Manager – Assists PennDOT with data collection, traffic signal design, arterial coordination, and other traffic operation issues in Bucks, Chester, Delaware, and Montgomery Counties and the City of Philadelphia on as-needed basis. Over course of several contracts, our work involved modifications and/or design to over 700 signalized intersections including implementation of GIS based Permit Tracking System. Projects ranged from revisions to existing signal installations, to new signal installations, corridor optimization projects, and alternative analyses.

PennDOT District 6-0 - Highway Occupancy Permit (HOP) Review, PA

Project Manager - Provided Highway Occupancy Permit review assistance to District 6-0 Permit Manager and Traffic Unit. Reviews included traffic impact studies, sight distance, geometric design, profiles, grading, drainage, signing and striping, traffic signals, traffic control during construction, and substandard items requiring waivers. Prepared correspondence to applicants outlining engineering comments to be resolved and coordinated with applicants to address engineering issues as needed. Assisted the Department in implementing a computer-based management application/ tracking system that enabled Department Staff and Review Consultant Staff to access real-time status of each application's review, as well as access to historical information related to each application, including photos, plans, past reviews documents, and contact information. He also assisted department in standardizing review letters for use on the contract.

PennDOT District 6-0 HSIP Agreement (E04796)

Worked with the Pennsylvania Department of Transportation (PennDOT) traffic unit to assist with design of safety improvement and congestion reduction projects throughout District, including:

-*Interchange modifications at the I-476/West Chester Pike (SR 0003) interchange, Marple and Haverford Townships, Delaware County.*

-*W. Wynnewood Road Diet Study & Implementation, Lower Merion Township, Montgomery County*

-*W. Main Street Road Diet/Safety Improvements, West Norriton Township, Montgomery County*

Brian R. Keaveney, PE, PTOE

QA/QC Manager

- Lincoln & Oxford Valley Intersection Improvements, Falls and Middletown Townships, Bucks County
- Lancaster/Remington Study, Lower Merion Township, Montgomery County
- Haverford Road – Road Diet Study, Haverford Township, Delaware County
- Route 23 Signalized corridor, East Pikeland Township, Chester County
- Wyoming Avenue Signalized corridor, City of Philadelphia.

Conshohocken State Road (SR 0023) and Spring Mill Road (SR 3032) Intersection Improvements, Lower Merion Township Montgomery County, PA

Project Manager – Managed project that involved the preparation of Highway Occupancy Permit Plans for roadway widening/intersection improvements along Conshohocken State Road and Spring Mill Road, including new signal system to facilitate improved traffic flow through this previously unconventional intersection. Improvements also included ADA compliant pedestrian facilities.

County Line Road (SR 1001) and Bryn Mawr Avenue (SR 1032 and 3038) Intersection Improvements, Lower Merion/Radnor Townships, Montgomery and Delaware Counties, PA

Project Manager – Managed project that involved the preparation of Highway Occupancy Permit Plans for roadway widening/intersection improvements along County Line Road and Bryn Mawr Avenue, including new signal system to facilitate improved traffic flow through this 5-points intersection adjacent to Bryn Mawr Hospital.

Intelligent Transportation Systems (ITS)/Traffic Signal Systems, SR 0202 Intelligent Transportation System (ITS) & Adaptive Traffic Signal System Design-Build Expansion, SR 0202 Section 7IT, Bucks & Montgomery Counties, PA

Project Manager – Responsible for ITS System Expansion design that included additional closed circuit television cameras (CCTV), dynamic message signs (DMS), incident detectors, and (arterial) travel time readers along a large portion of SR 0202 in Bucks and Montgomery Counties, PA. Project also included designs and implementation of adaptive traffic signal systems at twenty-three intersections within the project area and coordination with system vendor regarding refinement of operational parameters. Project tasks included site verification, survey, maintenance & protection of traffic, geotechnical investigation and analysis, ITS device support structure and foundation design, ITS device power supply design, environmental permitting, fiber optic and SONET communications network design, and design of video sharing with several municipalities.

PennDOT District 6-0 - Traffic Unit, Traffic Management Center Monitoring Assistance, King of Prussia, PA

Project Manager – Responsible for agreement that assists the Department with monitoring traffic on area roadways within Montgomery, Delaware, Chester, and Philadelphia Counties to facilitate safe and efficient roadway operation. Responsibilities of staff include using over 100 CCTV cameras to monitor traffic flow within area, coordination with area news and advanced traveler information services regarding existing roadway traffic conditions, coordination with Police, Emergency, and PennDOT Service Patrol (motorist assistance and towing) regarding motorist assistance and incident clearance issues, and coordination with PennDOT maintenance crews regarding both routine and emergency roadway repair issues. Responsibilities also included detailed record and event log maintenance regarding area roadway incidents.

I-95 Intelligent Transportation System Expansion, Design-Build (Section ITB), Philadelphia and Bucks County, PA

Project Manager – ITS System Expansion design that included additional closed-circuit television cameras (CCTV), dynamic message signs (DMS), incident detectors, and travel time readers along a large portion of I-95 in the City of Philadelphia and Bucks County, Pennsylvania. This project was funded by the Federal American Recovery and Reinvestment Act (ARRA), and as such required stringent attention to project schedule. Project tasks included site verification, survey, maintenance and protection of Traffic, geotechnical investigation and analysis, ITS device support structure and foundation design, ITS device power supply design, environmental permitting, fiber optic and SONET communications network design, and design of video sharing and video conferencing with other Agency centers (Bucks County, City of Philadelphia, Delaware River Port Authority).



Brian Finkelstein, PE

Roadway Design

EDUCATION

BS, Civil Engineering; Penn State University (2002)

PROFESSIONAL REGISTRATIONS

Professional Engineer: PA (#074878, exp. 9-30-23)

CERTIFICATIONS/TRAINING

Bid Package Preparation and Policies, PennDOT (2013, no exp.)

Erosion and Sediment Pollution Control, PennDOT (2013, no exp.)

Intro to Electronic Bid Management, PennBid (2015, no exp.)

Covid-19 Awareness, 360 Training (2020, no exp.)

Project Management Foundations & Training, Pennoni (2018, no exp.)

PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers

American Society of Civil Engineers

Institute for Sustainable Infrastructure (#23416)

HONORS/AWARDS

Top Transportation Demand Management Professionals Under 40, GVF (2019)

EXPERIENCE SUMMARY

Mr. Finkelstein is a Project Engineer in Pennoni's King of Prussia office. His 20 years of experience include transportation engineering and project management services to public and private sector clients. His project experience includes highway design, drainage design, pavement design, preparation of preliminary and final roadway construction plans, right-of-way plan development, maintenance and protection of traffic design, signing, erosion and sediment pollution control planning, bid package preparation, construction cost estimating, specifications writing, schedule development, proposal development and negotiation, design review, quality assurance/quality control review, and utility coordination.

Mr. Finkelstein's knowledge includes PennDOT specifications and policies, NEPA requirements, Section 106 requirements, as well as Highway Occupancy Permit procedures. He is proficient in computer-aided design using transportation software packages such as MicroStation and AutoCAD. He has experience with PennDOT's ECMS system, ASTA Powerproject schedule software, and AutoTAB project software.

REPRESENTATIVE PROJECTS

King of Prussia Business District – First Avenue Linear Park, Upper Merion Twp., Montgomery County, PA

Project Engineer – Responsibilities included design and overall plan preparation including Safety Review, and PS&E Submissions for construction of a multi-use trail along First Avenue. Other responsibilities included utility coordination, Lighting and Right-of-Way Plan coordination, and construction cost estimates.

PennDOT District 6-0 – Oxford Valley Road (SR 2029)/Bristol-Oxford Valley Rd. (SR 2053)/Lincoln Highway (SR 2037), Bucks County, PA

Project Engineer – Involved with the preliminary design for the reconstruction of Oxford Valley Road (SR 2029), Bristol-Oxford Valley Road (SR 2053), and Lincoln Highway (SR 2037). Responsibilities included, developing roadway details and plans, typical sections, maintenance and protection of traffic plans, pavement marking and signing plans, and cost estimates.

AECOM - SR73-6SM Roadway Improvements, Whitpain Township, PA

Project Engineer – Responsibilities included design and overall plan preparation including Safety Review and PS&E Submissions for roadway improvements along Skippack Pike and Wentz Road. Other responsibilities include utility coordination, construction cost estimates, bid document preparation, meetings, and construction consultation.

Springfield Township – Sproul Rd. Sidewalk Improvements, Delaware County, PA

Project Engineer – Responsibilities included design and overall plan preparation including Safety Review, for installation of new sidewalk along Sproul Road (SR 0320).

Sal Paone Jr. - Plymouth Road HOP, Plymouth Township, PA

Project Engineer – Responsibilities included design of roadway widening, ADA curb ramps, a swale, and sidewalk for a HOP permit. This project will provide access for a new residential development onto an existing state road as well as roadway improvements along the corridor.

Brian Finkelstein, PE

Roadway Design

AECOM - 61S Roadway Improvements, Norristown Borough, E. Norriton and Whitpain Townships, PA

Project Engineer – Responsibilities included design and overall plan preparation including Safety Review and PS&E Submissions for roadway improvements along Route 202. Other responsibilities include utility coordination, construction cost estimates, bid document preparation, meetings, and construction consultation.

Lower Merion Twp. - Rock Hill Rd. (SR 3052)/Belmont Ave. (SR 3045), Lower Merion, PA

Project Engineer – Involved with the preliminary and final design for the reconstruction of Belmont Avenue (SR 3045), Rock Hill Road (SR 3052), and Conshohocken State Road (SR 0023). Responsibilities included, developing roadway details and plans, typical sections, maintenance and protection of traffic plans, pavement marking and signing plans, and cost estimates.

PennDOT District 6-0 – SR 611, Sec. MBR (Old York Road) Bridge Replacement, Jenkintown, PA

Project Engineer – Responsibilities included design and plan preparation of Traffic Control Plans and Signing and Pavement Marking Plans for a proposed bridge replacement on SR 0611 (Old York Road).

AECOM - SR 3001, Section OFF, Norristown Borough, East Norriton & Whitpain Townships, PA

Project Engineer – Responsibilities included design and overall plan preparation including Safety Review and PS&E Submissions for improvements to the intersections of SR 3001 (Township Line Road) with Arch Road and North Wales Road. Other responsibilities include utility coordination, construction cost estimates, bid document preparation, and construction consultation.

PennDOT District 6-0 – ECMS No. 89337, SD Bridge Rehabilitation, Bucks, Chester & Montgomery Counties, PA

Project Engineer – Responsibilities included design and overall plan preparation including Safety Review, and PS&E Submissions for the rehabilitation of structurally deficient bridges in Bucks, Chester, and Montgomery Counties. Other responsibilities included utility coordination, construction cost estimates, bid document preparation, and construction consultation.

PennDOT District 6-0 – ECMS No. 89340, SD Bridge Rehabilitation, Chester and Montgomery Counties, PA

Project Engineer – Responsibilities included design and overall plan preparation including Safety Review, and PS&E Submissions for the rehabilitation of structurally deficient bridges in Chester and Montgomery Counties. Other responsibilities included utility coordination, construction cost estimates, bid document preparation, and construction consultation.

King of Prussia Business District – First Avenue Road Diet, Upper Merion Twp., Montgomery County, PA

Project Engineer – Responsibilities included design and overall plan preparation including Safety Review, and PS&E Submissions for roadway improvements along First Avenue. Other responsibilities included utility coordination, and construction cost estimates.

Lower Merion Twp. – Wynnewood Road (SR 3044) Road Diet, Lower Merion Twp., Montgomery County, PA

Project engineer involved with the design and overall plan preparation including Safety Review, and Final Design for roadway improvements along Wynnewood Road (SR 3044). Other responsibilities included utility coordination, and construction cost estimates.

Drew E. Sirianni, PE

Roadway Design

EDUCATION

BS, Civil Engineering; Drexel University (2006)

PROFESSIONAL REGISTRATIONS

Professional Engineer: PA
(#PE078745, exp. 9-30-23)

CERTIFICATIONS/TRAINING

Covid-19 Awareness, 360 Training (2020, no exp.)

Project Management Foundations & Training, Pennoni (2015, no exp.)

PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers, Delaware Valley Section, Board of Directors (2016-2022)

American Society of Civil Engineers, Philadelphia Section

American Society of Civil Engineers, Young Member Forum President (6/2014 – 5/2015)

HONORS/AWARDS

Young Civil Engineer of the Year, ASCE, Philadelphia Section (2016)

EXPERIENCE SUMMARY

Mr. Sirianni serves as a Senior Engineer in the Transportation Division with more than 15 years of experience in transportation engineering, including plan preparation, horizontal and vertical geometry, roadside design, ADA curb ramp design, traffic signal design, signing and pavement markings, maintenance and protection of traffic, grading and drainage design, quantity calculations and cost estimating, conceptual plans, and utility coordination.

REPRESENTATIVE PROJECTS

Haverford Township - Police/Administration Building, HOP, Philadelphia, PA

Technical Guidance - Redevelopment of Haverford Township's police and administration building. We designed the roadway improvement associate with the PennDOT Highway Occupancy Permit submissions. Provided technical guidance to a team of highway and traffic engineers working on the project too.

Springfield Township – MTF, Brookside Saxer Streetscape, Springfield, PA

Technical Guidance - Streetscape improvement project along Saxer Avenue. The project included sidewalks, bump outs, and traffic signal upgrades to support pedestrian activity. As part of this work, the owner needed to obtain a Highway Occupancy Permit from PennDOT. Provided technical guidance, quality control reviews, and assisted with the submissions to PennDOT.

Springfield Township – MTF, Springfield Country Club Signal, Springfield, PA

Technical Guidance - Signalization of the existing Springfield County Club driveway and a sidewalk extension to the new traffic signal. Provided technical guidance, quality control reviews, and coordination with PennDOT in support of Permit issuance.

Bristol Township - 6501 Mill Creek Rd, Bristol Twp School, Bristol Township, PA

Roadway, Curb Ramp, and Drainage Reviewer - Professional consultation services to Bristol Township to review improvements to Mill Creek Road that were proposed by the Bristol Township School District. Reviewed the roadway construction plans, curb ramp plans, and drainage report that were prepared by the School District's consulting engineer. Generated review comments and compiled them for the Project Manager to distribute and coordinate with Bristol Township.

Haverford Township - Pennsy Trail - Phase II, Havertown, PA

Technical Guidance - Construction of a new trail along a former railroad alignment. The project was funded with a grant and was subject to PennDOT policies and procedures. Provided technical guidance and quality control reviews.

DELCORA - DELCORA ESA Pipeline, Cooper Aerial, Various Municipalities, Delaware County, PA

Highway Engineer - Design of a tunnel to convey sewage within the PennDOT Right-of-Way. It is required to obtain a Highway Occupancy Permit from PennDOT for this work. Coordinated with PennDOT for the HOP and created the submission package, submitted it, and provided other technical guidance.

PA Turnpike Commission - Full Depth Roadway Reconstruction, Milford Township, PA

Technical Guidance - Reconstruction of a section of I-476. Included with the reconstruction is replacement of several bridges. One of the bridges goes over a road called Kumry Road, which is a State Highway. Provided technical guidance and quality control of the HOP submissions to PennDOT.

Drew E. Sirianni, PE

Roadway Design

Brandywine Realty Trust - 3151 Market Street, Philadelphia, PA

Technical Guidance - Redevelopment at the northeast corner of Market Street and John F. Kennedy Boulevard. As part of this work, the Owner is required to obtain a Highway Occupancy Permit from PennDOT and a Right-of-Way Permit from the Philadelphia Streets Department. Assisted on this project by providing technical and policy guidance and performed quality control reviews.

Brandywine Realty Trust - Byberry North Business Center, Philadelphia, PA

Technical Guidance - Redevelopment of a property along Roosevelt Boulevard at Southampton Road in Northeast Philadelphia. As part of the redevelopment the owner is required to obtain a Highway Occupancy Permit from PennDOT and ROW Permit from the Philadelphia Streets Department. The owner is required to provide new lanes on Roosevelt Boulevard and Southampton Road as well as full traffic signal modernization at Roosevelt/Southampton and a new traffic signal at their proposed driveway. Provided technical guidance to a team of highway and traffic engineers working on the project too.

Upper Darby School District - Aronimink Elementary School, Drexel Hill, PA

Project Advisor and Peer Reviewer - Design of two new driveways and curb ramps for the Aronimink Elementary School. Performed a peer review of the submission documents. Provided advice to the project team regarding coordination with PennDOT for Highway Occupancy Permit issuance.

PennDOT District 6-0 - I-95 Sec. Central Access Philadelphia, Philadelphia, PA

Project Engineer - This project provides for a park to be constructed on a new continuous bridge structure over I-95 and Christopher Columbus Boulevard from Walnut Street to Chestnut Street. Once over Christopher Columbus Boulevard, the park is proposed to slope down to the Delaware River waterfront. Responsibilities currently include assessment of existing access points along Christopher Columbus Boulevard, oversight of the traffic control task for full and partial closures of I-95 during construction and establishing the project design criteria. This design project includes the reconstruction, lengthening, and widening of the existing bridge over I-95. The existing bridge spans I-95 from Sansom Walk to Chestnut St. and the proposed bridge will span I-95 from Walnut St. to Chestnut St. The proposed bridge will span Christopher Columbus Boulevard (SR 2001), in addition to I-95. East of Christopher Columbus Boulevard (SR 2001) the bridge will adjoin a raised fill area that will slope down to the Delaware River. A park will be constructed on top of the bridge to provide entertainment and leisure activities for the public. Specific responsibilities include oversight of the maintenance and protection of traffic task, and support of the highway design task. The maintenance and protection of traffic task in the context of an urban core presents the additional challenge of an increased variety of project stakeholders to be accommodated. As an example, the construction of the bridges over the Interstate needs to be staged in a way to maintain access to existing immigrant memorials. Drew's role included coordinating the bridge demolition and construction staging with the bridge designers to ensure access to the memorials was maintained, while at the same time providing for reasonable access to the work zone for the contractor and maintaining traffic on the Interstate. Drew oversees analysis of scenarios to determine what impacts on traffic would look like with a ramp closure, including overnight closure, full closure, and various detour alternatives. Interstate onramps and other local road intersections are verified to ensure that large vehicles can utilize them during construction. Drew also ensures that bicycle and pedestrian paths were accommodated in the maintenance and protection of traffic scheme, along Christopher Columbus Boulevard (SR 2001) and along the Delaware River waterfront. Existing bus routes (SEPTA) are present within the project limits, and several utilize the Penn's Landing Viaduct. The maintenance and protection of traffic scheme is accommodating SEPTA's needs.

McCormick Taylor/PennDOT District 6-0 -Highway Occupancy Permit, Application Reviews, Various Counties, PA

Staff Engineer/Project Engineer - This project involves supporting the Traffic, Bridge, and Permit Units in the review of the technical and administrative details of access to, and occupancy of State Routes in) Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties District 6-0. Typical submissions that are reviewed are made by private entities that require access to the State Route to support development. The technical aspects included in a typical review are Transportation Impact Studies, roadway geometry, access configuration, signage, pavement markings, traffic signals, ADA curb ramps, and drainage.

Matthew E. Stalsitz, PE

Erosion & Sediment (E&S) Control

EDUCATION

BS, Civil Engineering; Lehigh University (2000)

PROFESSIONAL REGISTRATIONS

Professional Engineer: PA (#073274, exp. 9-30-23)

CERTIFICATIONS/TRAINING

Stormwater Control Measures Condition Assessment Inspection, PennDOT (2019, no exp.)

Stormwater Control Measures Visual Screening Inspection, PennDOT (2019, no exp.)

Erosion and Sediment Pollution Control Design, PennDOT (2016, no exp.)

Stormwater Design and NPDES Permits, PennDOT (2015, no exp.)

E&S Manual Training, Pennsylvania Department of Environmental Protection (2012, no exp.)

PA Stormwater BMP Manual, PA DEP (2007, no exp.)

Covid-19 Awareness, 360 Training (2020, no exp.)

PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers

American Society of Civil Engineers

EXPERIENCE SUMMARY

Mr. Stalsitz specializes in water resource engineering and has over 22 years of experience in both land development and transportation related projects working with the Pennsylvania Turnpike Commission, the Pennsylvania Department of Transportation, and various county, municipal, and private clients.

Mr. Stalsitz serves as a Project Engineer in the Transportation Division of our Lehigh Valley, PA office. He is responsible for the preparation of stormwater management design and analysis, stormwater conveyance systems – both open channel and pipe design, erosion and sediment pollution control design, county conservation district approvals, and PA Department of Environmental Protection NPDES permits. Additional tasks have included site design, layout, grading, utility coordination of both commercial and residential projects as well as Highway Occupancy Permit reviews on behalf of PA Department of Transportation. Current tasks include pavement evaluation and rehabilitation of shopping center facilities as well as ADA evaluation of parking facilities.

REPRESENTATIVE PROJECTS

PennDOT District 6-0 – Local Bridge Project Delivery Assistance Agreement, Delaware and Philadelphia Counties, PA

Project Engineer - Responsible for supervising the development of Erosion and Sediment Control Plans in coordination with district staff in support of obtaining the various required environmental permits.

Montgomery County – Ridge Pike Reconstruction Project, School Lane to Regal Plaza, Plymouth Township, PA

This project involves corridor enhancements for the construction of a center left turn lane which necessitated full-depth reconstruction and widening along with the full replacement of a Norfolk Southern bridge, pedestrian improvements comprised of sidewalks and signalized intersections. Responsibilities include performing stormwater management analyses, developing erosion control measures, and evaluating conveyance systems in support of preparing and obtaining a NPDES permit from the Montgomery County Conservation District.

East Caln Township – Skelp Level Road Bridge, East Caln Township, PA

Design Engineer – Responsible for developing Erosion and Sediment Control Plans in support of several Chapter 105 General Permits related to the replacement of a bridge carrying a local township road over a former railway bed and a watercourse. The project included the replacement of the entire structure with a new precast arch.

King of Prussia Business Improvement District – First Avenue Linear Park Trail, Upper Merion Township, PA

Design Engineer – Responsible for preparing the NPDES permit application which consists of Erosion and Sedimentation Control Plans and Narrative, Post Construction Stormwater Management Plans and Narrative, as well as supporting calculations. This project involves the installation of a multi-use path along First Avenue in the King of Prussia business park. Improvements included updated ADA facilities, pedestrian railings, light, landscaping, and stormwater management features.

Matthew E. Stalsitz, PE

Erosion & Sediment (E&S) Control

Pennsylvania Turnpike Commission - I-476 Milepost A-38 to A-44 Roadway Reconstruction and Widening, Bucks and Montgomery Counties, PA

Design Engineer - Responsible for including stormwater management design, drainage analysis, erosion and sediment control design, and preparation of an NPDES permit. This project involves the full depth reconstruction and widening approximately seven miles of the Pennsylvania Turnpike - Northeast Extension.

PennDOT – SR4019 Bridge Replacement Project, North Huntingdon Township, PA

Design Engineer – Provided technical assistance in the development of the Erosion and Sediment Control design for proposed improvements of SR 4019 (Leger Road) over a Norfolk Southern rail line in North Huntingdon Township. The project included the replacement of the existing structure as well as realignment of the roadway to provide a better approach to the intersection of SR 0993. The project required coordination with the Westmoreland Conservation District.

PennDOT – SR3073 Over Buffalo Run Bridge Replacement Project, East Huntingdon Township, PA

Design Engineer - Prepared the Erosion and Sedimentation Control Plans and Narrative in support of a Joint Permit Application for a culvert replacement and roadway realignment along SR 3073 (Buttermore Road) over a UNT to Buffalo Run in East Huntingdon Township. The project included the replacement of the existing structure with a precast culvert. Roadway realignment was included to provide standard horizontal transitioning between two reverse curves. Also, the horizontal alignment was shifted to the east to limit stream impacts.

PennDOT – East Hillis Street Bridge over Jacks Run, Borough of Youngwood and Township of Hempfield, Westmoreland County, PA

Design Engineer - This project involved the replacement of a single-span, non-composite pre-stressed concrete adjacent box beam bridge located in a FEMA delineated floodway with a single-span, prestressed concrete spread box beam bridge. Prepared the Erosion and Sedimentation Control Plans and Narrative in support of Chapter 105 permitting.

PennDOT – SR0019 (Banksville Road) Emergency Culvert Rehabilitation Over Unnamed Tributary to Sawmill Run, Pittsburgh, PA

Design Engineer - Prepared the Erosion and Sedimentation Control Plans and Narrative for the emergency culvert rehabilitation of an existing culvert along SR 0019 (Banksville Road) over an unnamed tributary to the Sawmill Run in the City of Pittsburgh. The project included the installation of a 12FTx11FT concrete box culvert in the vicinity of an open-cut channel that resulted from a previously collapsed 12FT diameter CMP culvert. Additionally, 220LF of structurally deficient 12FT diameter CMP culvert upstream of the channel is to be replaced.

PennDOT – SR0422 and Ramona Road (T560) Intersection Safety Improvement Project, Jackson Township, PA

Design Engineer - Prepared the Erosion and Sedimentation Control Plans and Narrative and Post Construction Stormwater Management Plans and Narrative in support of the NPDES permit issuance and E&S approval. Improvements included the implementation of geometric changes to improve safety at the signalized intersection of SR 0422 using a road diet, addition of center left turn lanes, realignment of roadways and removal of conflicting intersections.

SEPTA – Crum Creek Viaduct Bridge Replacement, Borough of Swarthmore/Nether Providence Township, PA

Design Engineer – Prepared the Erosion and Sedimentation Control Plans and Narrative and Post Construction Stormwater Management Plans and Narrative in support of the NPDES permit issuance and E&S approval for the removal and replacement of a 100-year-old viaduct carrying the Media/Elwyn commuter rail line over Crum Creek. Improvements included controls for the removal and replacement of the bridge and support piers as well as temporary access roads, staging/construction roads and areas, restoration of sensitive natural forested areas, and work within a floodplain including a stream crossing.

PennDOT – SR0033/Freemansburg Avenue (SR2018) Interchange Improvements, Bethlehem Township, PA

Design Engineer – Prepared the Erosion and Sedimentation Control Plans and Narrative and Post Construction Stormwater Management Plans and Narrative in support of the NPDES permit issuance and E&S approval. Improvements included interchange improvements including the addition of 2nd lane on-ramps, bridge expansion from 5-lane to 8-lane, and associated intersection improvements to provide increased capacity to support additional development.

John-Thomas Graupensperger, PWS

Environmental Permitting

EDUCATION

BS, Geo-Environmental Science; Shippensburg University (2004)

CERTIFICATIONS/TRAINING

Professional Wetland Scientist, PWS (#2339, exp. 5-6-23)

Lead Hazard Inspector, PADLI, (#005232, exp. 7-19-23)

Respiratory Protection, Pennoni (#25pai00377, exp. 6-30-23)

Asbestos Building Inspector, PADLI (#037970, exp. 8-4-23)

40-hr. Hazwoper, DASET (#0406104005, 2004, no exp.)

Fundamentals of Hydric Soils, SoilHub (2017, no exp.)

Basic Wetland Delineator, IWEER (2004, no exp.)

Bog Turtle Phase I Habitat Assessment, PennDOT (2017, no exp.)

Pub. 281- Waste Site Evaluation, PennDOT (2018, no exp.)

Plant Identification: Wetlands and Their Borders, IWEER (2004, no exp.)

Applied Fluvial Geomorphology, & River Morphology & Applications Wildland Hydrology, Inc. (2003, no exp.)

Section 4(f) Handbook Training, PennDOT (2009, no exp.)

X-RAY, Pennoni, (#pai00377, 2022, no exp.)

Covid-19 Awareness, 360 Training (2020, no exp.)

Project Manager, Beyond the Basics & Project Management Foundations Pennoni (2015 & 2016, no exp.)

PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers

Pennsylvania Association of Environmental Professionals

EXPERIENCE SUMMARY

Mr. Graupensperger serves as an Associate Vice President and Environmental Practice Lead in our Environmental Division. His primary focus is on environmental clearance and permitting. With over 18 years of experience, Mr. Graupensperger supports projects for federal, state, commercial and private clients with project management, wetland and habitat assessments, Phase I Bog Turtle Habitat Assessments, Phase I and Phase II Environmental Site Assessment reports, permit applications, state and federal agency coordination, public involvement coordination, NEPA documentation preparation and review and hazardous materials investigations, including asbestos and lead investigations. Mr. Graupensperger is a Certified Professional Wetland Scientist (#2339), a Licensed Pennsylvania Asbestos Building Inspector (#037970) and Licensed Pennsylvania Lead Hazard Inspector (#005323) holder.

Mr. Graupensperger conducts field investigation and delineation of wetlands using the United States Army Corps of Engineers Manual and Regional Supplements. He has prepared numerous wetlands delineation reports, joint, individual, statewide, and general permit applications, and mitigation reports in accordance with state and federal regulations. Other areas of experience are comprised of surface and subsurface soil sampling, soil classification, groundwater monitoring, monitoring well installation, field surveying and building inspections. He is also experienced in data compilation and analysis for inclusion in Environmental Statements, Environmental Assessments, Categorical Exclusion Evaluations, and Section 4(f) Evaluations.

REPRESENTATIVE PROJECTS

Lansdale Borough – Main Street Streetscape Project, Lansdale Borough, Greene County, PA

Senior Environmental Scientist – The project is a locally sponsored multi-modal PennDOT project that brings pedestrian accommodations along Main Street to current standards. Along with sidewalk, curb, curb ramp and drainage facility upgrades and installation pedestrian signal heads and push buttons at signalized intersections. Responsibilities included the preparation of a Multimodal Transportation Fund (MTF) Environmental Clearance Document and coordination with PennDOT

Upper Merion Township and PennDOT District 6-0 – First Avenue Linear Park, Upper Merion Township, Montgomery County, PA

Senior Environmental Scientist – Project involved the completion of a road diet and creation of safe and accessible multi-use pathways for pedestrians and bicyclists. As part of the project one (1) driveway was eliminated, ADA ramps were installed at all driveway crossings, along with updated guide rail, new pedestrian railings, and new landscaping along the length of the paths. Responsibilities included the preparation of a Multimodal Transportation Fund (MTF) Environmental Clearance Document, threatened and endangered species coordination, and coordination with PennDOT.

Borough of Wilkinsburg – Complete Streets Enhancement Project, Allegheny County, PA



John Thomas Graupensperger, PWS

Environmental Permitting

Project Environmental Scientist – This project consists of converting a one-way street to a two-way street, the removal of unwarranted traffic signals, and the installation of a contraflow bike lane along another one-way street. Responsibilities included the preparation of a Multimodal Transportation Fund (MTF) Environmental Clearance Document and coordination with PennDOT.

PennDOT District 4-0 – E04129, SR 0092, Section EMG over Hick’s Creek, Exeter Borough, PA

Senior Environmental Scientist responsible for the oversight and QAQC of environmental documentation and investigations including subsurface soil sampling, Erosion and Sedimentation Control, and Waterway Permitting associated with this emergency bridge replacement. The original 21’-0” span steel plate pipe arch bridge collapsed and was replaced with a 24’-0” span x 10’-0” rise precast concrete arch with precast pedestals and precast foundations. Pennoni provided survey, permitting, hydrologic and hydraulic analysis, TS&L, geotechnical analysis, roadway and final structure plans, cost estimates, a complete PS&E package for bidding, and reviews/consultation during construction. Pennoni received notice-to-proceed on 2/28/2019 and provided a complete PS&E package for bidding on 3/22/2019 (23 DAYS).

PennDOT District 3-0 - S.R. 0087 Slope Stabilization, Colley Township, Sullivan County, PA

Assistant Project Manager/Field Investigator – Wetland Identification and Delineation – Wetland scope of services included a wetland investigation within the project area in accordance with federal and state procedures to determine if wetlands were present, which may have been directly or indirectly impacted by the project.

PennDOT District 3-0 - Five Emergency Structure Replacements, Lycoming & Sullivan Counties, PA

Assistant Project Manager/Field Investigator – Wetland Identification and Delineation – Wetland scope of services included a wetland investigation within the project area in accordance with federal and state procedures to determine if wetlands were present, which may have been directly or indirectly impacted by the project.

PennDOT District 11-0 - S.R. 0051, Section A97 Bridge Fill, GSR Wall Construction/Culvert Rehabilitation, Stowe Twp., Allegheny County, PA

Project Environmental Scientist – Waterway Permitting – Waterway permitting scope of services included coordination with regulatory agencies to comply with current regulations, for assembly of the final permit documents for a General Permit 11. The permit packages included Erosion and Sedimentation Control Plans and construction plans.

PennDOT District 11-0 - S.R. 0019, Sec A67 (Banksville Road) Emergency Culvert Rehabilitation Over Unnamed Tributary to Sawmill Run, City of Pittsburgh, Allegheny County, PA

Project Environmental Scientist - Waterway Permitting - This project involved the emergency culvert design and installation of a 12’ x 11’ concrete box culvert near an open-cut channel that resulted from a previously collapsed 12’ corrugated metal pipe culvert. 220’ of structurally deficient 12’ corrugated metal pipe culvert upstream of the channel was replaced. Responsibilities included coordination with regulatory agencies, to comply with current regulations, sub-consultants, and assembly of the final permit documents. The permit packages included wetlands studies, Hydrology and Hydraulic Report preparation, Erosion and Sedimentation Control Plans, Construction Plans, and various permitting documents. Final permit packages were submitted using the PennDOT JPA2 System for PADEP approval.

PennDOT District 5-0 - Design Management and Review Services, Lehigh, Northampton/Berks Counties, PA

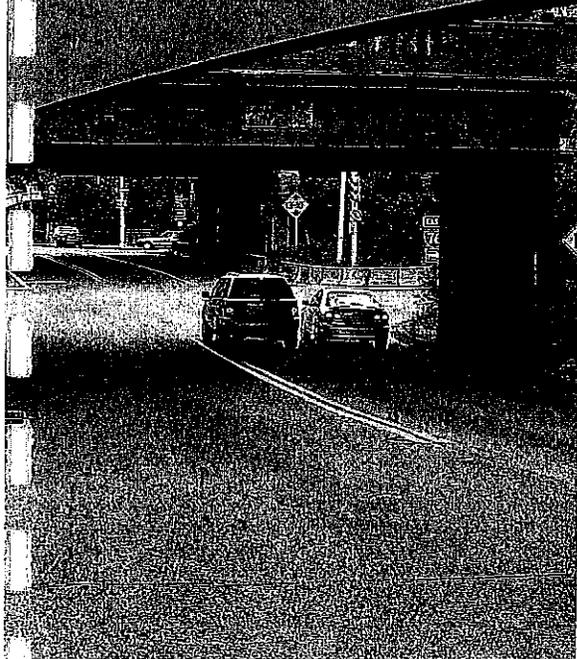
Project Environmental Scientist - Responsible for the overall environmental management of over 60 design/build and design/bid/build highway and bridge projects in District 5-0, with a total construction value over \$650 million. Responsibilities included preparation of Scoping Documents, coordinating, and completing reviews of environmental submissions in accordance with District protocols and coordination with external stakeholders.

PennDOT District 8-0 – I-83, Exit 18 Reconstruction, Spring Garden, York, and Springettsbury Townships, York County, PA

Assistant Project Manager/Field Investigator – Pre-Demolition Building Assessments and Asbestos Containing Materials Investigations – Scope of services included pre-demolition building surveys, including asbestos containing materials investigations of four buildings slated for demolition, as well as asbestos containing materials investigations of four bridges slated for replacement. Samples were submitted for analytical testing. Demolition specifications were then developed based upon the results.

Belmont Avenue and Rock Hill Road Reconstruction

Lower Merion Township, PA



A PORTION OF THE EXISTING CYNWYD HERITAGE TRAIL WILL BE REALIGNED TO TIE INTO THE PROPOSED IMPROVEMENTS AT THE ROCK HILL ROAD/BELMONT AVENUE INTERSECTION. A TERRACED/STEPPED RETAINING WALL WILL BE CONSTRUCTED ALONG THE EAST SIDE OF BELMONT AVENUE NEAR THE WESTMINSTER CEMETERY PROPERTY AND FROM OLD BELMONT AVENUE TO THE RAILROAD BRIDGE.

Client

Lower Merion Township
75 E Lancaster Avenue
Ardmore, PA 19003

Contact

Paul McElhaney
Director of Public Works
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Key Personnel

Brian Rasiul, Brian Finkelstein, JT Graupensperger, Ted Januszka, Michael Morykin, Christopher Zivkovich, Kristopher Martin

Completion Date

2024

Cost

Engineering Fee: \$4.5M
Construction Cost: \$38.5M

This project involves the reconstruction and widening of Belmont Avenue (S.R. 3045, Section MRH) from the interchange with the Schuylkill Expressway (I-76) to west of Rock Hill Road (SR 3052) and the intersection of Conshohocken State Road (SR 0023) and Rock Hill Road (SR 3052) in Lower Merion Township, Montgomery County. The existing pavement is in fair to poor condition and will be reconstructed with full-depth bituminous pavement. The project will widen the intersection of Belmont Avenue and Rock Hill Road and widen the intersection of Rock Hill Road and Conshohocken State Road. The cartway for Belmont Avenue, roughly between the entrance to Westminster Cemetery and the Schuylkill Expressway, will be widened from two variable-width lanes to add a second northbound through lane, with turning lanes provided at the intersections

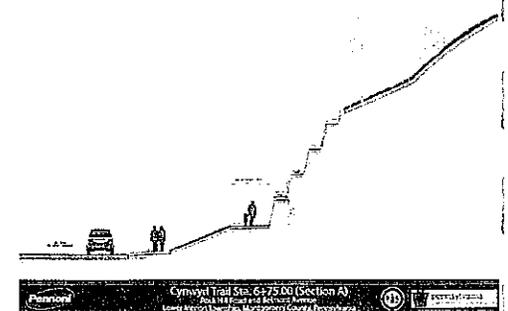
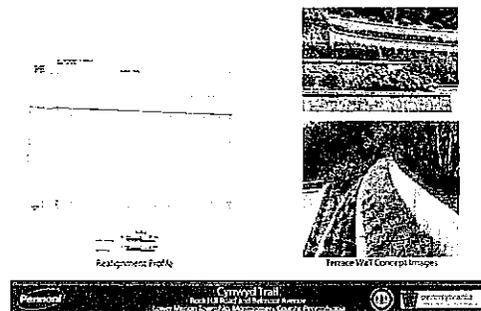
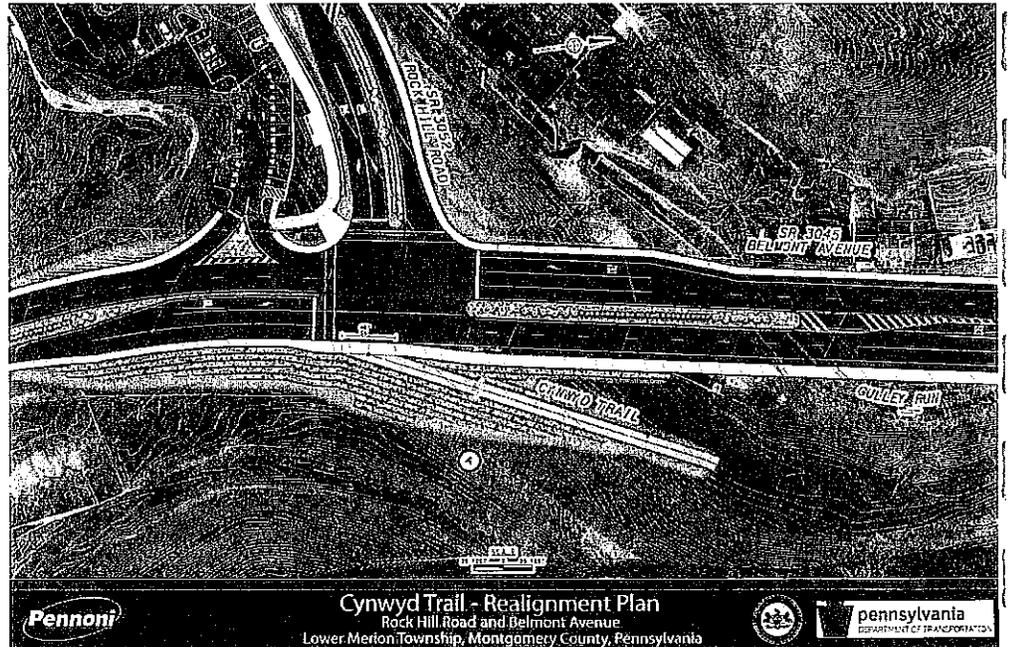
with Rock Hill Road, Old Belmont Avenue, and the Schuylkill Expressway ramps. There are no proposed improvements on Rock Hill Road at the intersection with Belmont Avenue.

Rock Hill Road will be widened on the approach to the intersection with Conshohocken State Road to provide left-turn lanes and adequate turning radii. Conshohocken State Road will be widened for approximately 500 feet in each direction at its intersection with Rock Hill Road. The project will include the reconstruction of the roadway and drainage facilities throughout the project area, as well as adding new curbing, sidewalks, traffic signals, street lighting, and streetscape improvements along Belmont Avenue. The only sidewalk replacement along Rock Hill Road will be at the intersection with Conshohocken State Road to accommodate



new Americans with Disabilities Accessible (ADA) ramps. Street lighting will be upgraded to enhance vehicular and pedestrian safety. The street lighting poles and fixtures selected will be compatible with the streetscape plan developed in conjunction with Lower Merion Township.

The existing concrete arch bridge carrying Belmont Avenue over Guley Run will be rehabilitated and widened. The bridge carrying the Norfolk Southern Railway's Philadelphia to Harrisburg Main Line over Belmont Avenue will be removed and replaced with two longer, single-span structures to accommodate the widening of Belmont Avenue. As part of this bridge replacement, the vertical alignment of the tracks will be raised improve the vertical clearance from 14'-0" to 16'-6 1/2".



Lincoln Highway (SR 2037) and Oxford Valley Road (SR 2029) Realignment

Falls and Middletown Townships

Bucks County, Pennsylvania



THIS PROJECT INVOLVES THE RECONSTRUCTION OF N. OXFORD VALLEY ROAD (SR 2029) AS IT APPROACHES THE LINCOLN HIGHWAY (SR 2037) INTERSECTION FROM THE NORTH AND SOUTH...

Client

PennDOT Engineering District 6-0
7000 Geerdes Blvd
King of Prussia, PA 19406

Contact

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Key Personnel

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JT Graupensperger, Christopher
Zivkovich, Kristopher Martin

Completion Date

2024

Cost

Engineering Fee: \$900,000
Construction Cost: \$6,000,000

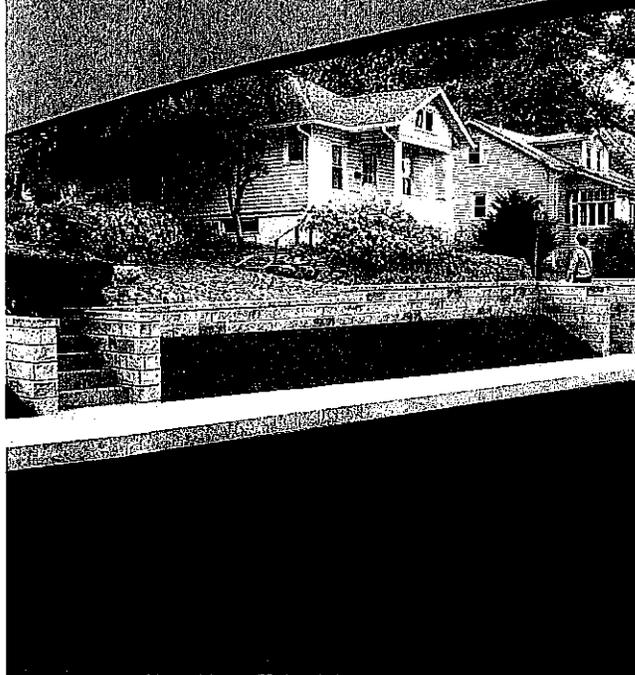
This project involves the reconstruction of N. Oxford Valley Road (SR 2029) as it approaches the Lincoln Highway (SR 2037) intersection from the north and south, in Falls and Middletown Townships, Bucks County, PA. Bristol-Oxford Valley Road (SR 2029) will be re-aligned to intersect N. Oxford Valley Road (SR 2053) to form a new signalized intersection across from the Oxford Point Shopping Center. Additional improvements at the intersection of Oxford Valley Road (SR 2029) and Lincoln Highway (SR 2037) include widening of both roadways for dual left-turn lanes at all 4 approaches to the intersection, and for a northbound right-turn lane. The project includes modification of curb radii and concrete islands, new curb, sidewalk, and ADA compliant curb ramps. The existing traffic signals and mast

arms will be replaced, and new drainage structures such as inlets, manholes, and pipes will be installed throughout the project limits. There is a significant stormwater management design element to the project. Traffic signal improvements will include signal optimization, emergency pre-emption, and video detection.

The project limits along SR 2029 extend 1,200' to the south of Lincoln Highway (SR 2037), and 750' to the north of Lincoln Highway (SR 2037). The project limits along SR 2053 begin at the new re-aligned intersection with SR 2029 and extend 383' to the south. The project limits along SR 2037 extend 1,017' to the west of SR 2029, and 930' to the east of SR 2029.

Edge Hill Road & Tyson Avenue - Reconstruction

Abington Township, PA



PENNONI IS PROVIDING CONSTRUCTION SERVICES AFTER COMPLETING THE DESIGN OF ONE MILE OF ROADWAY ALONG EDGE HILL ROAD AND TYSON AVENUE IN ABINGTON TOWNSHIP TO ADDRESS TRAFFIC AND DRAINAGE ISSUES.

Client

Abington Township
1176 Old York Road
Abington, PA 19001

Contact

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Key Personnel

Brian Rasiul, Drew Sirianni

Completion Date

2022

Cost

Engineering Fee: \$2,790,000
Construction Cost: \$16,132,000

Pennoni provided preliminary engineering, environmental studies, and final design services for the reconstruction of Edge Hill Road (SR 2034), Tyson Avenue (SR 2036), and five intersecting streets in the Ardsley Section of Abington Township, PA. The project received NTP for construction in November 2018 and Pennoni was retained by PennDOT to provide construction services.

The project involves full reconstruction of one mile of roadway on Edge Hill Road and Tyson Avenue and included the installation of sidewalks, parking lanes, traffic calming measures, and roadway drainage facilities.

This transportation improvement project was driven by the need to address safety concerns of residents and improve drainage in the area. Frequent flooding plagues the area and is being addressed through extensive drainage improvements and green

stormwater practices including more than 200 inlets/manholes to capture and treat stormwater. Pennoni worked closely with the Abington Township Shade Tree Commission on the design of a Regenerative Stormwater Conveyance (RSC) swale that will run through the densely-wooded Ardsley Wildlife Sanctuary. The RSC swale, was constructed along the natural contours of the property with minimal loss of hardwood trees. The swale is designed to convey, slow, and filter stormwater flows and is lined with river rock and selected native vegetation and fits seamlessly into the landscape.

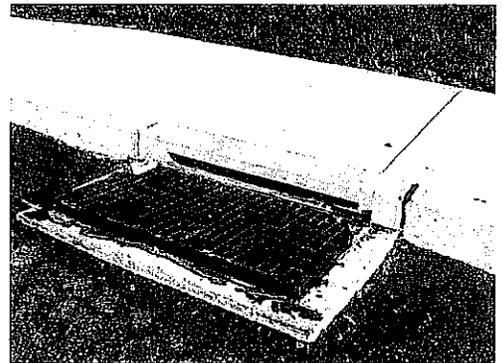
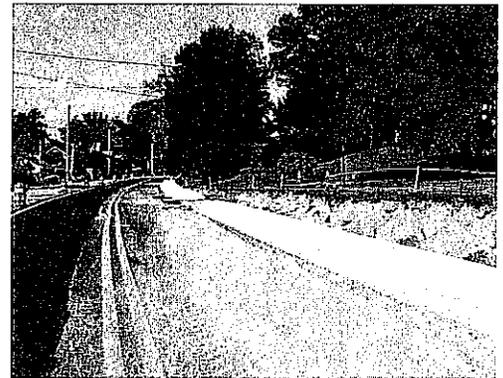
To address existing drainage issues, three large pipe crossings under the SEPTA Regional Rail tracks will be upgraded to convey stormwater to storage basins within Abington Township property. Pennoni worked closely with SEPTA staff to minimize disruption to commuter rail traffic, as well as reduce impact



to SEPTA's property. New landscaping walls will be constructed on 55 properties. In order to minimize property impacts and provide sidewalks and parking lanes, Edge Hill Road is being converted to a one-way roadway. Right-of-way plans and plats were developed for the acquisition of temporary construction easements and/or right-of-way takes on 209 parcels.

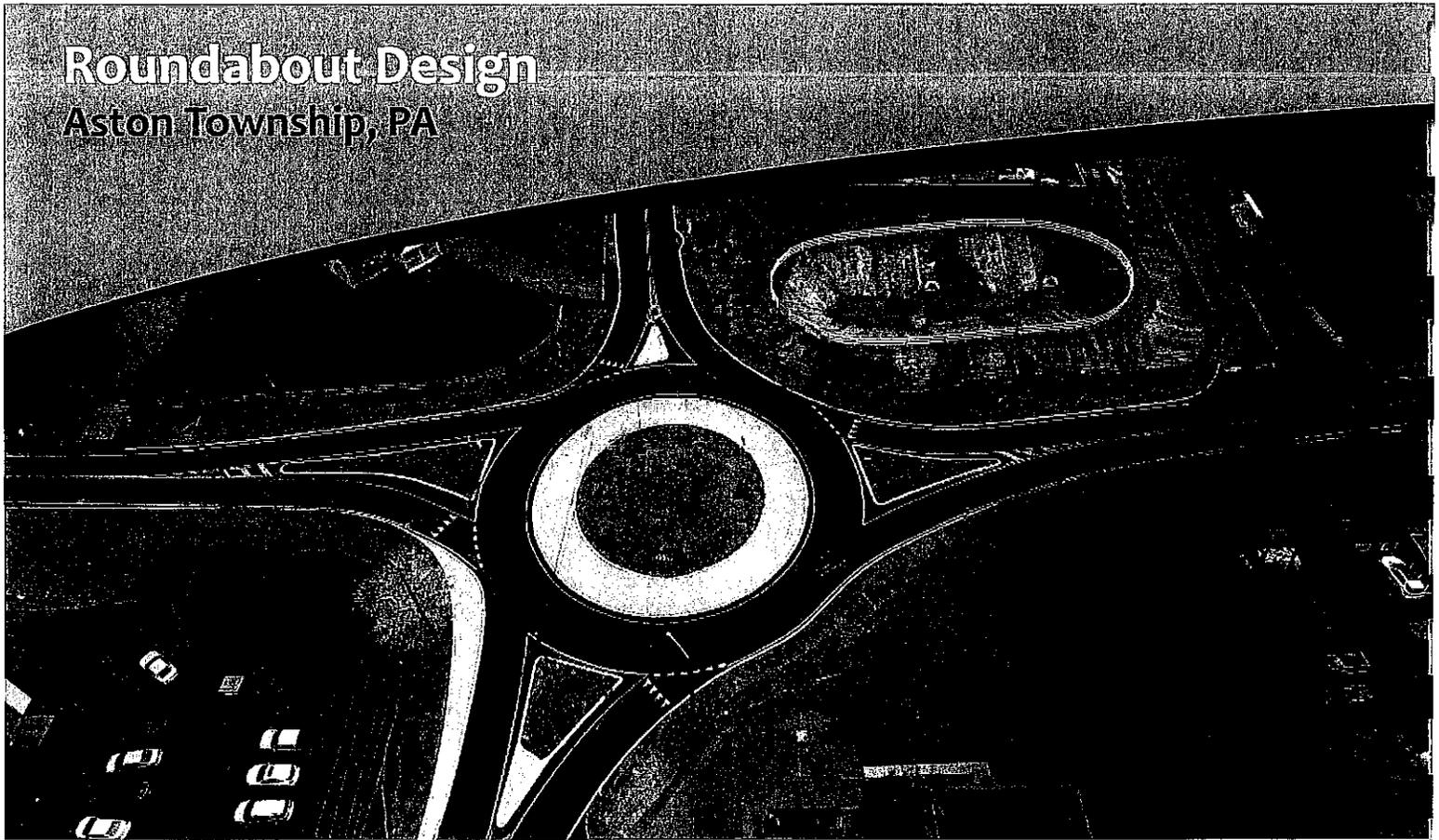
To help the Township and impacted stakeholders understand what the proposed landscaping walls would look like, Pennoni's visualization experts developed scientifically accurate, 3D renderings at one section of the project. The wall structures were modeled in 3D space based on the block manufacturer's geometry and color specifications. Next, the 3D model, based on design data, was rendered and composited with existing photography.

Pennoni conducted numerous public meetings and worked with residents individually to listen to their needs, and to help understand how the proposed design may or may not impact their properties. In addition to phone calls and creating special graphics for individual property owners, Pennoni staff met with residents on site to walk them through the proposed changes.



Roundabout Design

Aston Township, PA



PENNONI'S TEAM OVERSAW THE SURVEY, PRELIMINARY DESIGN, FINAL DESIGN, PERMITTING, AND CONSTRUCTION CONSULTATION OF THE ROUNDABOUT.

Aston Township
233 Pennell Road (Route 452)
Aston, PA 19014

Contact

Joseph DeVouno
Aston Township Manager
610-494-1636
jedevouno@astontwp.net

Completion Date
2019



Residents in Aston Township were concerned about the increased traffic demands that a proposed large expansion of a vocational school would bring. The existing four-way, unsignalized intersection with an Average Daily Traffic (ADT) count of more than 6,500 vehicles. Adding a signal would have compounded the traffic problem due to the volume that would now queue at a new signal.

The Township turned to Pennoni and upon considering all options, creating a roundabout was the only viable solution to the heavily traveled corridor. The roundabout would also serve as a Traffic Calming mechanism due to speeding issues along the downgrade of the main through street, Birney Highway.

Limiting disturbance to the adjoining property owners and downgrade through the intersection created unique site constraints. Pennoni designed the roundabout using the latest in software technology including Bentley Systems SITEOPS and Autodesk's Civil 3D Vehicle Tracking

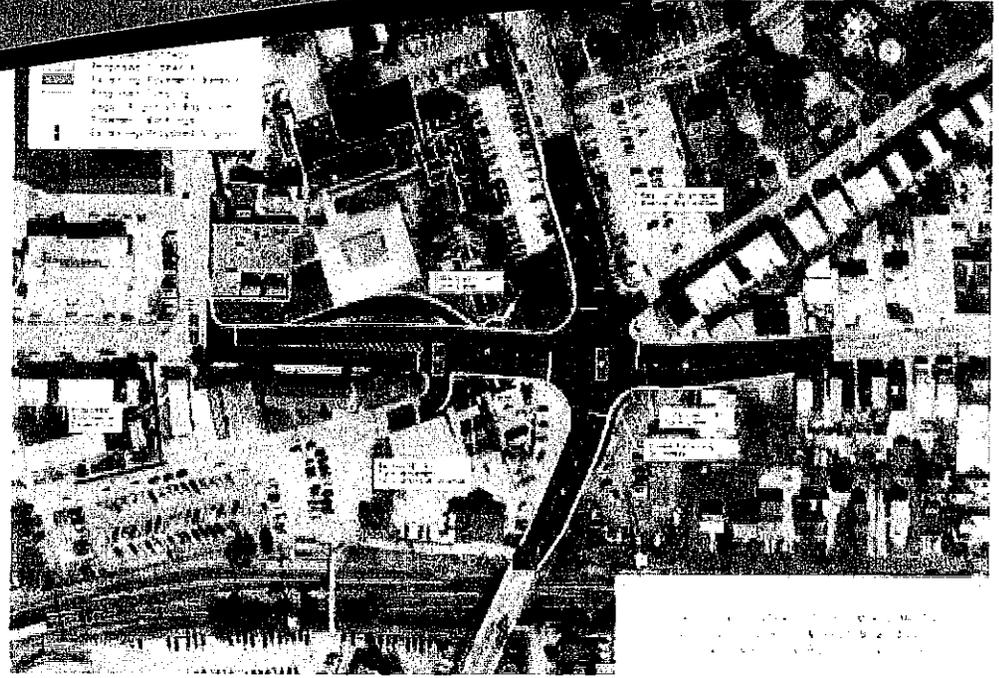
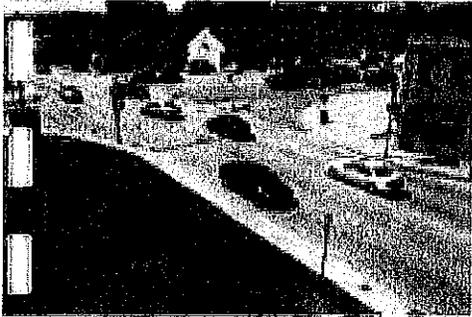
to evaluate the best position of the roundabout to minimize these impacts. SITEOPS was utilized to minimize the grading impact. Our design team was able to view multiple grading options to select the alternative that best solved, not only the grading through the intersection, but also the elevations that would have the least impact on the adjoining properties. Another advantage of SITEOPS is the capability to interact with other design programs, like Civil 3D, to provide a comprehensive and real-time look at the site in question. SITEOPS gave the design team at Pennoni the ability, at a very early stage, to create 3D sketches and to manipulate them in real time.

With the use of SITEOPS, Civil 3D Vehicle Tracking, and the creation of graphic presentation boards featuring renderings developed by Pennoni's visualization studio, we were able to showcase, at stakeholder and public meetings, how the roundabout would handle both the traffic volumes and various vehicle types such as buses and trucks, while also reducing accident risks.



Intersection Improvement County Line Road (SR 1001) & Bryn Mawr Avenue (SR 3038)

Bryn Mawr, PA



PENNONI ASSOCIATES ASSISTED LOWER MERION TOWNSHIP, TOGETHER WITH ADJACENT RADNOR TOWNSHIP, THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, AND MAIN LINE HEALTH...

Lower Merion Township
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Contact

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Period of Performance
2007-2010

Key Staff

Edward Pluciennik, P.E.
Brian R. Keaveney, PE, PTOE
Craig Suhoskey, PE
Brian Rasiul, PE

Pennoni Associates assisted Lower Merion Township, together with adjacent Radnor Township, the Pennsylvania Department of Transportation, and Main Line Health, with this unique Public-Private Partnership (P3) project, which will improve a long-existing safety concern for both motorists and pedestrians at the intersection of County Line Road (State Route 1001) and Bryn Mawr Avenue (SR 3038), commonly known in the area as the '5 Points' intersection. This intersection facilitates heavy traffic volumes associated with the Bryn Mawr Hospital, located on the northwest corner of the intersection, as well as the adjacent commercial and residential areas. The daily peak hour traffic exceeds the available capacity at this location, which is compounded by the current lack of left-turn lanes on County Line Road and the complex and inefficient traffic signal operation associated with the unconventional geometry of the intersection.

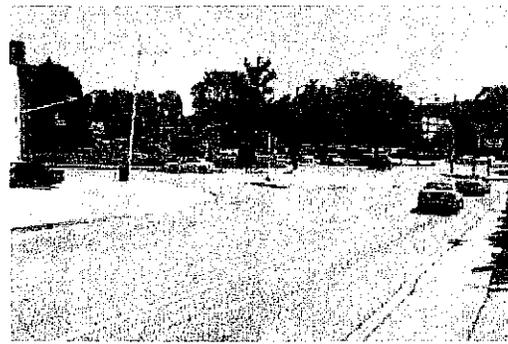
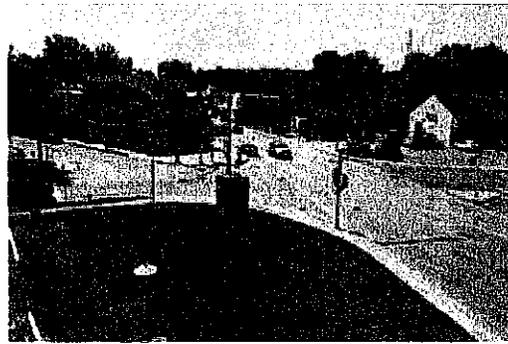
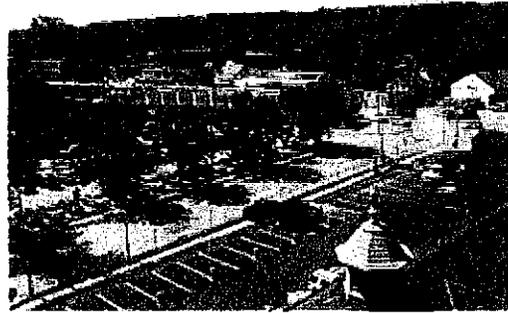
Pennoni participated in the evaluation of several concepts for consideration by the Townships, Main Line Health, and the Pennsylvania Department of Transportation to improve the operation at this location. Upon selection of the preferred alternative, Pennoni assisted with the preparation of the necessary memorandums of understanding and agreements between the public and private entities that would share in the funding of the design, construction, and inspection of the project.

The selected alternative, which consisted of the minor widening along County Line Road to implement left-turn lanes, the improvement of the alignment of Bryn Mawr Avenue through the intersection, the relocation of the left-turn movement from County Line Road onto Glenbrook Avenue, and the modernization of the traffic signal operation, will greatly simplify the operation of the intersection,



Intersection Improvement County Line Road (SR 1001) & Bryn Mawr Avenue (SR 3038)

Bryn Mawr, PA

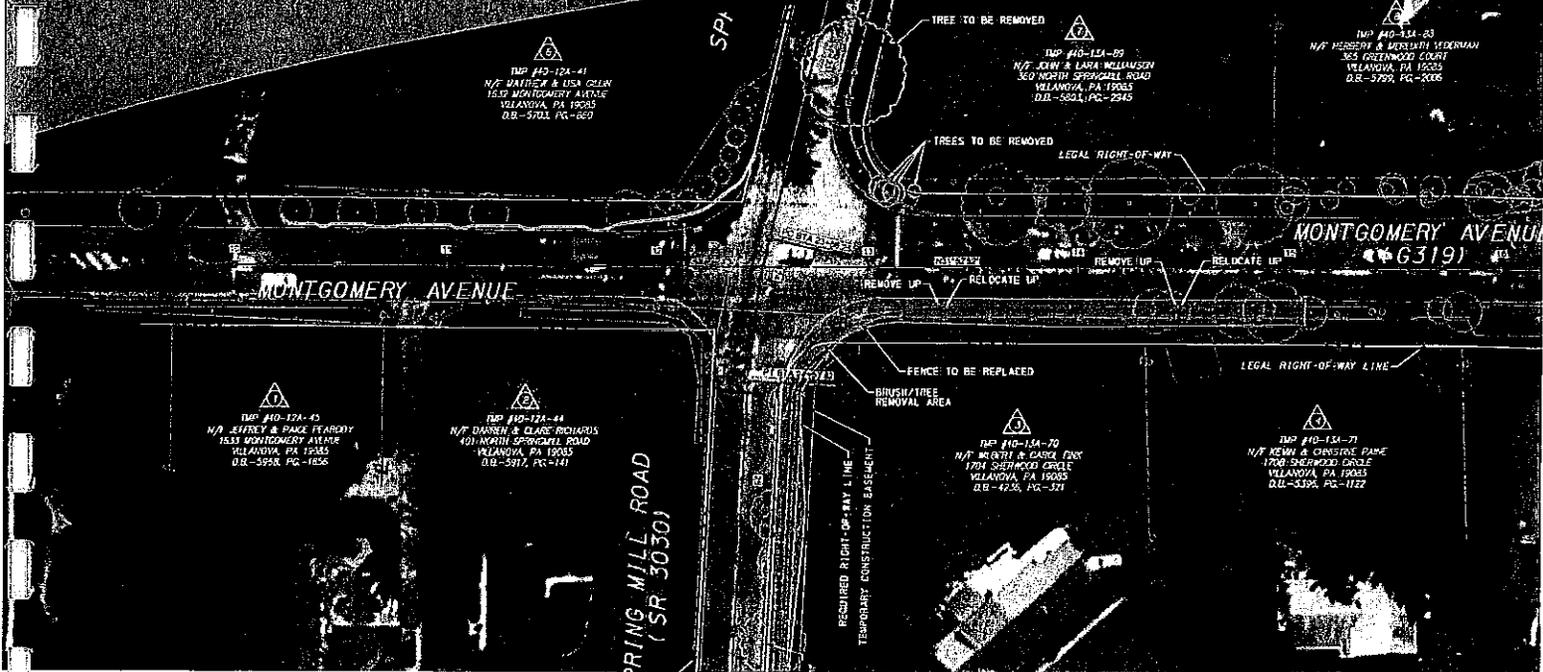


increase the capacity during peak hours, and most importantly improve the safety for both motorists and pedestrians traveling through the intersection. The implementation of exclusive left-turn lanes on County Line Road will enable advance left-turn arrow signal phases in both directions while improving the sight distance of opposing traffic for left-turning motorists. The installation of state-of-the-art pedestrian traffic signal heads with countdown timers, along with upgraded sidewalk, crosswalks, and ADA-compliant facilities will greatly enhance the safety for pedestrians. The traffic signal will use state-of-the-art vehicle detection, utilizing video technology, which will enhance the efficiency of the intersection, and will also incorporate emergency vehicle pre-emption phasing, which will enable police, fire, and ambulance vehicles to pass through the intersection while other approaches are safely stopped.

Pennoni provided complete design services for the project, including survey, highway design, drainage design, pavement design, utility coordination, traffic signal design, pavement marking and signage design, and traffic control during construction design, and successfully obtained a Pennsylvania Department of Transportation Highway Occupancy Permit (HOP) for the project. Pennoni also prepared the bid documents and specifications, assisted Lower Merion Township with the solicitation of bids and the awarding of the construction contract to the successful bidder, and managed the construction of the project through completion and closeout on behalf of Lower Merion Township, Radnor Township, and Main Line Health.

Intersection Improvements - Montgomery Ave & Spring Mill Road

Lower Merion Township, PA



PENNONI IS ASSISTING LOWER MERION TOWNSHIP TO DEVELOP CONCEPTS TO MITIGATE TRAFFIC CONGESTION AND IMPROVE SAFETY AT THE INTERSECTION OF MONTGOMERY AVENUE AND SPRING MILL ROAD IN LOWER MERION TOWNSHIP, PA.

Lower Merion Township
75 E. Lancaster Avenue
Ardmore, PA 19003

Contact

Paul McElhaney
Director of Public Works
610-645-6135
pmcelhaney@lowermerion.org

Dates of Service

Ongoing since 6/2021
(expected completion 2/2023)

Key Personnel

Brian Keaveney, Brian Rasiul,
JT Graupensperger, Max Long,
Brian Finkelstein, John Woutersz,
Kristopher Martin

Pennoni is assisting Lower Merion Township with developing concepts to mitigate traffic congestion and improve safety at the intersection of Montgomery Avenue and Spring Mill Road (SR 3032) in Lower Merion Township, PA.

The intersection has long been a congested intersection during peak travel periods, which will be exacerbated by the construction of the new Lower Merion middle school nearby.

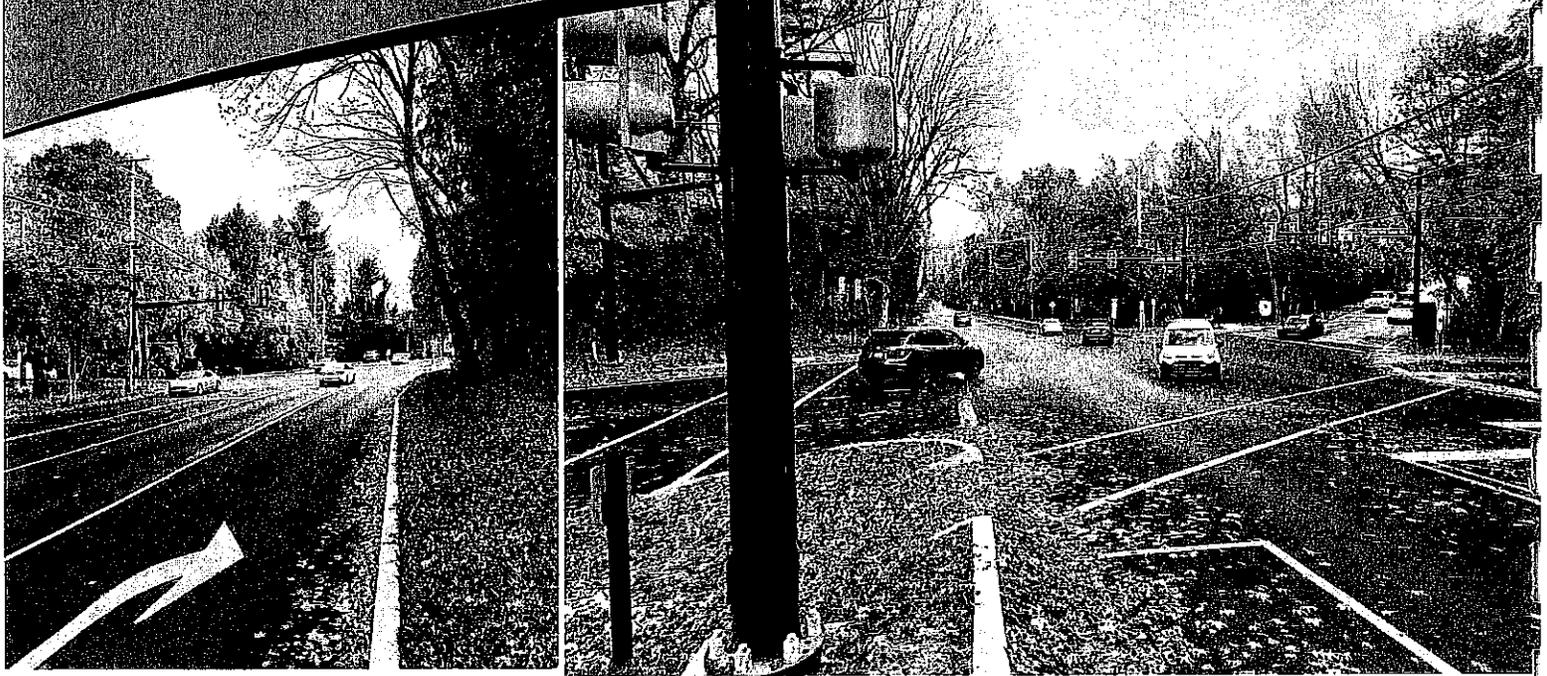
The intersection configuration is constrained by mature trees and properties on each approach and provides only single lane approaches for through traffic on Spring Mill Road and the eastbound approach of Montgomery Avenue, leading to long queues of stopped traffic on each approach when there is a turning vehicle. Additionally, the existing intersection does not adequately accommodate crossing pedestrians. The improvements will address the safety and efficiency of the intersection for both vehicular

and pedestrian traffic. Several traffic alternatives were evaluated, and the solution involves minor widening on the northern, southern, and western approaches to provide a more conventional intersection with exclusive left-turn lanes to improve traffic volume, safety and efficiency. A new state-of-the-art traffic signal system will be integrated into the PennDOT traffic unit via PennDOT's existing fiber-optic network.

Design services include survey, property research, right-of-way acquisition coordination, roadway and drainage design, traffic signal system design, pavement marking and signage design, as well as traffic control during construction. In addition, the design requires avoidance of a complex network of existing utilities. The traffic signal system, which is connected to PennDOT's regional traffic signal management network, provides the ability to record high-resolution traffic data for use by the PennDOT traffic unit in assessing performance metrics.



Intersection Improvements - Conshohocken State Road and Spring Mill Road Villanova, PA



PENNONI ASSISTED LOWER MERION TOWNSHIP TO DEVELOP CONCEPTS TO IMPROVE THE INTERSECTION AT CONSHOHOCKEN STATE ROAD AND SPRING MILL ROAD IN VILLANOVA, PA.

Lower Merion Township
75 E. Lancaster Avenue
Ardmore, PA 19003

Contact

Paul McElhaney
Director of Public Works
610-645-6135

pmcelhaney@lowermerion.org

Dates of Service

5/2019 - 8/2021

Key Personnel

Brian Keaveney, Brian Rasiul,
JT Graupensperger, Max Long,
Brian Finkelstein, John Woutersz,
Kristopher Martin

Pennoni assisted Lower Merion Township with developing concepts to improve the intersection at Conshohocken State Road (SR 0023) and Spring Mill Road (SR 3032) in Villanova, PA.

Our team assisted with assembling grant documents to secure funding from the Congestion Mitigation and Air Quality (CMAQ) program, and completed all design tasks to work with PennDOT and assemble a Plans, Specifications and Estimate bid package for advertisement and construction

The intersection of Conshohocken State Road (SR 0023) & Spring Mill Road (SR 3032) has long been a congested intersection during peak travel periods and was complicated by an unconventional lane configuration on the southbound approach of Conshohocken State Road, which required traffic traveling straight through the intersection to switch lanes prior to the intersection to allow right-turning traffic

to flow more efficiently onto westbound Spring Mill Road. This configuration often led to driver confusion and safety concerns as traffic, often unknowingly, used the wrong lanes as they traveled through the intersection. Additionally, the existing intersection did not adequately accommodate crossing pedestrians.

Pennoni worked with Lower Merion Township to develop concepts to improve the safety and efficiency of the intersection for both vehicular and pedestrian traffic. Several traffic alternatives were evaluated, and the preferred solution involved minor widening on the southbound approach of Conshohocken State Road to provide a more conventional exclusive right-turn lane to handle the heavy traffic volume to westbound Spring Mill Road, which enabled the through movements to move straight through the intersection while also facilitating an additional safety improvement



Intersection Improvements - Conshohocken State Road and Spring Mill Road Villanova, PA

of implementing an exclusive left-turn lane on the same approach. Additionally, the northbound approach of Spring Mill Road was reconfigured to increase the capacity for left-turning vehicles and improve the alignment for through vehicles traveling straight through the intersection. A new state-of-the-art traffic signal system was integrated into the PennDOT traffic unit via PennDOT's existing fiber-optic communication network. The signal will be owned, operated, and maintained by PennDOT as Conshohocken State Road is a key parallel diversion route to the Schuylkill Expressway (I-76), and is a part of PennDOT's overall Transportation System Management and Operations (TSMO) plan.

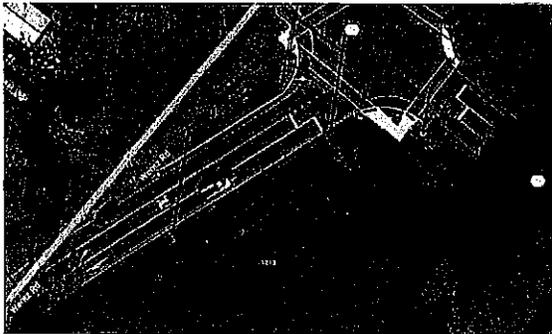
Pennoni assisted Lower Merion Township in applying for CMAQ grant funding for the construction phase of the project, working

with PennDOT and the Delaware Valley Regional Planning Commission (DVRPC).

Design services provided included survey, property research, right-of-way acquisition coordination, roadway and drainage design, traffic signal system design, pavement marking and signage design, and traffic control during construction.

In addition, the design required avoidance of a complex network of existing utilities. The traffic signal system, which is connected to PennDOT's regional traffic signal management network, provides the ability to record high-resolution traffic data for use by the PennDOT traffic unit in assessing performance metrics, and is capable of running incident management timing programs to improve traffic flow during incidents along I76.

Improvements/Re-Alignment, Skippack Pike (SR 0073) & Wentz Road Whitpain Township, PA



PENNONI PROVIDED A VARIETY OF ENGINEERING SERVICES TO IMPROVE SAFETY AND EFFICIENCY AT THIS OFFSET INTERSECTION AT SKIPPACK PIKE (SR0073) AND WENTZ ROAD IN WHITPAIN TOWNSHIP IN MONTGOMERY COUNTY, PA.

PennDOT District 6-0
7000 Geerdes Boulevard
King of Prussia, PA 19406

Contact

Madeleine Fausto
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mfausto@pa.gov

Completion Date
2020

Key Personnel

Brian Keaveney, Brian Rasiul,
JT Graupensperger, Max Long,
Brian Finkelstein, John Woutersz,
Kristopher Martin

As part of the Traffic Management Plan (TMP) prepared by Pennoni for the Pennsylvania Department of Transportation (PennDOT) DeKalb Pike (SR 0202) Section 600 project, Pennoni designed improvements to the project intersection.

The DeKalb Pike (SR 0202) Section 600 improvement project included roadway widening to provide additional through lanes and left-turn lanes, along with new ITS and traffic signals systems along the corridor between Johnson Highway in East Norriton Township and Morris Road in Lower Gwynedd Township.

Due to the magnitude of the planned construction along DeKalb Pike, advance improvements were identified at key intersections along parallel corridors to facilitate potential diversion traffic during peak hours. At the project intersection, Pennoni designed the

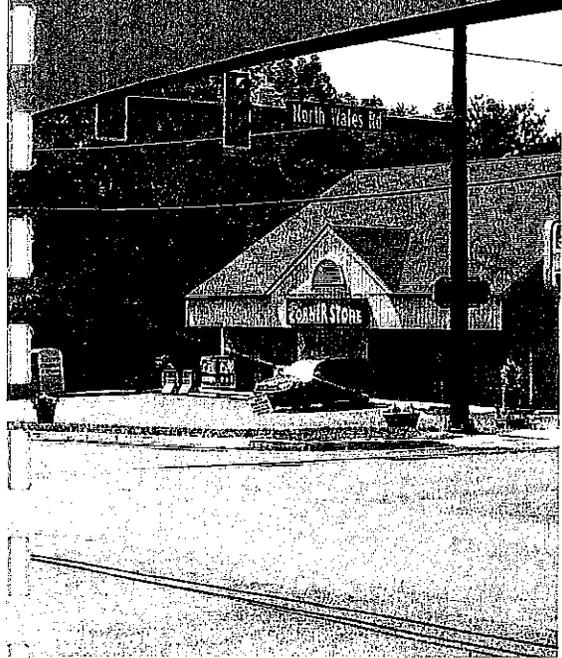
widening of each approach to include additional roadway capacity and safety improvements, including exclusive left-turn lanes. Additionally, a new state-of-the-art traffic signal system was designed and implemented which included upgraded ADA facilities for pedestrian traffic. The signal system included a combination of video and radar vehicle detection, actuated operation, and protected/permitted left-turn phasing, and was interconnected via PennDOT's fiber optic communication network to the PennDOT District 6-0 Regional Traffic Management Center (RTMC) in King of Prussia, PA.

Detailed work completed included survey, alternatives analysis, Right-of-Way research, coordination of ROW Acquisition (with PennDOT), ADA ramp/sidewalk design, roadway, drainage, traffic signal and ITS communications designs as well as pavement marking/signing design.



Intersection Improvements - Twp. Line Road & North Wales Road

Montgomery County, PA



PENNONI PROVIDED A VARIETY OF ENGINEERING SERVICES TO IMPROVE SAFETY AND EFFICIENCY AT THE INTERSECTION OF TOWNSHIP LINE ROAD AND NORTH WALES ROAD (US 202, SEC. 600) IN MONTGOMERY COUNTY, PA.

PennDOT District 6-0
7000 Geerdes Boulevard
King of Prussia, PA 19406

Contact

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Completion Date
2019

Key Personnel

Brian Keaveney, Brian Rasiul,
JT Graupensperger, Max Long,
Brian Finkelstein, John Woutersz,
Kristopher Martin

As part of the Traffic Management Plan (TMP) prepared by Pennoni for the Pennsylvania Department of Transportation (PennDOT) DeKalb Pike (SR 0202) Section 600 project, Pennoni designed improvements to the project intersection.

The DeKalb Pike (SR 0202) Section 600 improvement project included roadway widening to provide additional through lanes and left-turn lanes, along with new ITS and traffic signals systems along the corridor between Johnson Highway in East Norriton Township and Morris Road in Lower Gwynedd Township.

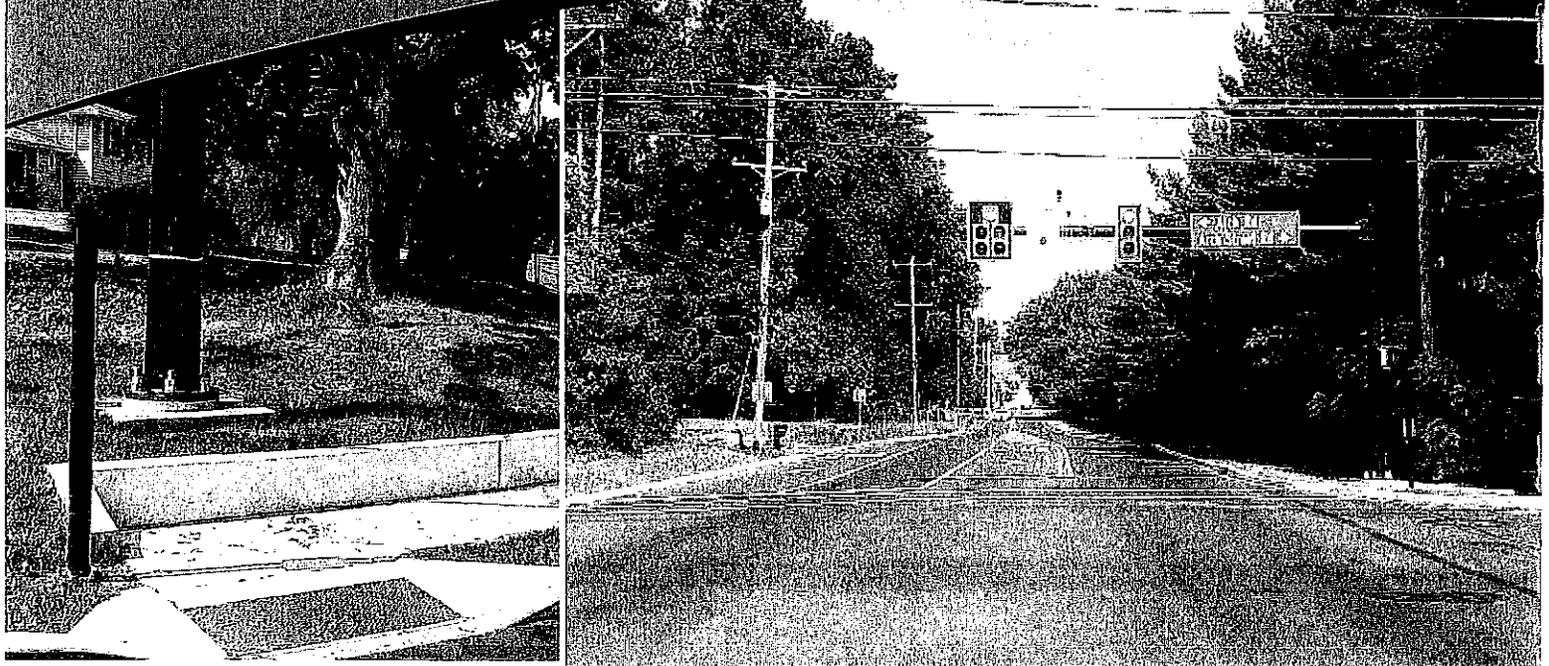
Due to the magnitude of the planned construction along DeKalb Pike, advance improvements were identified at key intersections along parallel corridors to facilitate potential diversion traffic during peak hours. At the project intersection, Pennoni designed the

widening of each approach to include additional roadway capacity and safety improvements, including exclusive left-turn lanes. Additionally, a new state-of-the-art traffic signal system was designed and implemented which included upgraded ADA facilities for pedestrian traffic. The signal system included a combination of video and radar vehicle detection, actuated operation, and protected/permitted left-turn phasing, and was interconnected via PennDOT's fiber optic communication network to the PennDOT District 6-0 Regional Traffic Management Center (RTMC) in King of Prussia, PA.

Detailed work completed included survey, alternatives analysis, Right-of-Way research, coordination of ROW Acquisition (with PennDOT), ADA ramp/sidewalk design, roadway, drainage, traffic signal and ITS communications designs as well as pavement marking/signing design.



Intersection Improvements - Twp. Line & Arch Roads Montgomery County, PA



PENNONI PROVIDED A VARIETY OF ENGINEERING SERVICES TO IMPROVE SAFETY AND EFFICIENCY AT THE INTERSECTION OF TOWNSHIP LINE AND ARCH ROADS (US 202, SEC. 600) IN MONTGOMERY COUNTY, PA.

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King of Prussia, PA 19406

Contact

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Project Manager
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Completion Date
2019

Key Personnel

Brian Keaveney, Brian Raisul, JT
Graupensperger, Max Long, Brian
Finkelstein, John Woutersz, and
Kristopher Martin

As part of the Traffic Management Plan (TMP) prepared by Pennoni for the Pennsylvania Department of Transportation (PennDOT) DeKalb Pike (SR 0202) Section 600 project, Pennoni designed improvements to the project intersection.

The DeKalb Pike (SR 0202) Section 600 improvement project included roadway widening to provide additional through lanes and left-turn lanes, along with new ITS and traffic signals systems along the corridor between Johnson Highway in East Norriton Township and Morris Road in Lower Gwynedd Township.

Due to the magnitude of the planned construction along DeKalb Pike, advance improvements were identified at key intersections along parallel corridors to facilitate potential diversion traffic during peak hours. At the project intersection, Pennoni designed the

widening of each approach to include additional roadway capacity and safety improvements, including exclusive left-turn lanes. Additionally, a new state-of-the-art traffic signal system was designed and implemented which included upgraded ADA facilities for pedestrian traffic. The signal system included a combination of video and radar vehicle detection, actuated operation, and protected/permitted left-turn phasing, and was interconnected via PennDOT's fiber optic communication network to the PennDOT District 6-0 Regional Traffic Management Center (RTMC) in King of Prussia, PA.

Detailed work completed included survey, alternatives analysis, Right-of-Way research, coordination of ROW Acquisition (with PennDOT), ADA ramp/sidewalk design, roadway, drainage, traffic signal and ITS communications designs as well as pavement marking/signing design.



References

| | |
|----------------------------|--|
| Client: | Pennsylvania Department of Transportation |
| Contact Name/Title: | Ashwin Patel, PE, District Traffic Engineer |
| Address: | 7000 Geerdes Boulevard, King of Prussia, PA 19406 |
| Email: | ashpatel@pa.gov |
| Phone Number: | 610-205-6567 |

| | |
|----------------------------|--|
| Client: | Pennsylvania Department of Transportation |
| Contact Name/Title: | Francis J. Hanney, Sr. Manager – Traffic Services Division |
| Address: | 7000 Geerdes Boulevard, King of Prussia, PA 19406 |
| Email: | ghanney@pa.gov |
| Phone Number: | 610-205-6560 |

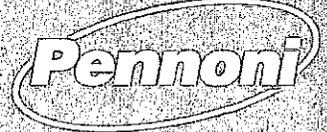
| | |
|----------------------------|--|
| Client: | Lower Merion Township, Montgomery County, PA |
| Contact Name/Title: | Paul McElhane, Director of Public Works |
| Address: | 75 E. Lancaster Avenue, Ardmore, PA 19003 |
| Email: | pmcelahaney@lowermerion.org |
| Phone Number: | 610-645-6135 |

| | |
|----------------------------|--|
| Client: | Concord Township, Delaware County, PA |
| Contact Name/Title: | Amanda Serock, Township Manager |
| Address: | 43 S. Thornton Road, Glen Mills, PA 19342 |
| Email: | aserock@concordtownship.org |
| Phone Number: | 610-459-8911 |

| | |
|----------------------------|--|
| Client: | East Norriton Township |
| Contact Name/Title: | Roman M. Pronczak, Township Manager |
| Address: | 960 Wentz Road, Blue Bell, PA 19422 |
| Email: | rpronczak@whitpaintownship.org |
| Phone Number: | 610-277-2400 |



SECTION 5
PROJECT SCHEDULE



Project Schedule

We will initiate work on this project immediately upon your authorization to proceed. We anticipate the following tentative schedule. This schedule is subject to change because it is heavily influenced by review times at PennDOT and DCCD, as well as the results of the Section 4(f)/6(f) coordination, PADEP pre-application meeting outcome, and duration to obtain any required private property easements.

| Project Milestone | Tentative Contract Day |
|--|------------------------|
| Notice to Proceed for Phase 1 | 0 |
| Kickoff Meeting and Survey | 30 |
| Initial Alternatives Analysis Report Submission to Township & PennDOT | 120 |
| Alternatives Analysis Report Approval/Phase 1 Design Complete | 180 |
| Award Change Order for Phase 2 | 180 |
| HOP & Final Right-of-Way Plan Preparation & Initial Submission | 240 |
| MTF Document Preparation & Initial Submission | 270 |
| Erosion & Sediment Control Plan Preparation & Initial Submission to DCCD | 270 |
| Final HOP Approval | 360 |
| Final Right-of-Way Plan Approval | 360 |
| MTF Document Approval | 360 |
| Erosion and Sediment Control Plan Approval | 360 |
| Bid Construction Project | 390 |
| Award Construction Contract | 450 |
| Construction Complete | 720 |
| Final Inspection/Project Closeout | 750 |

The total estimated duration to complete the design and initiate the construction solicitation is just over one year, which is consistent with the RFP. We will strive to expedite the schedule where possible.

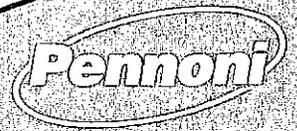
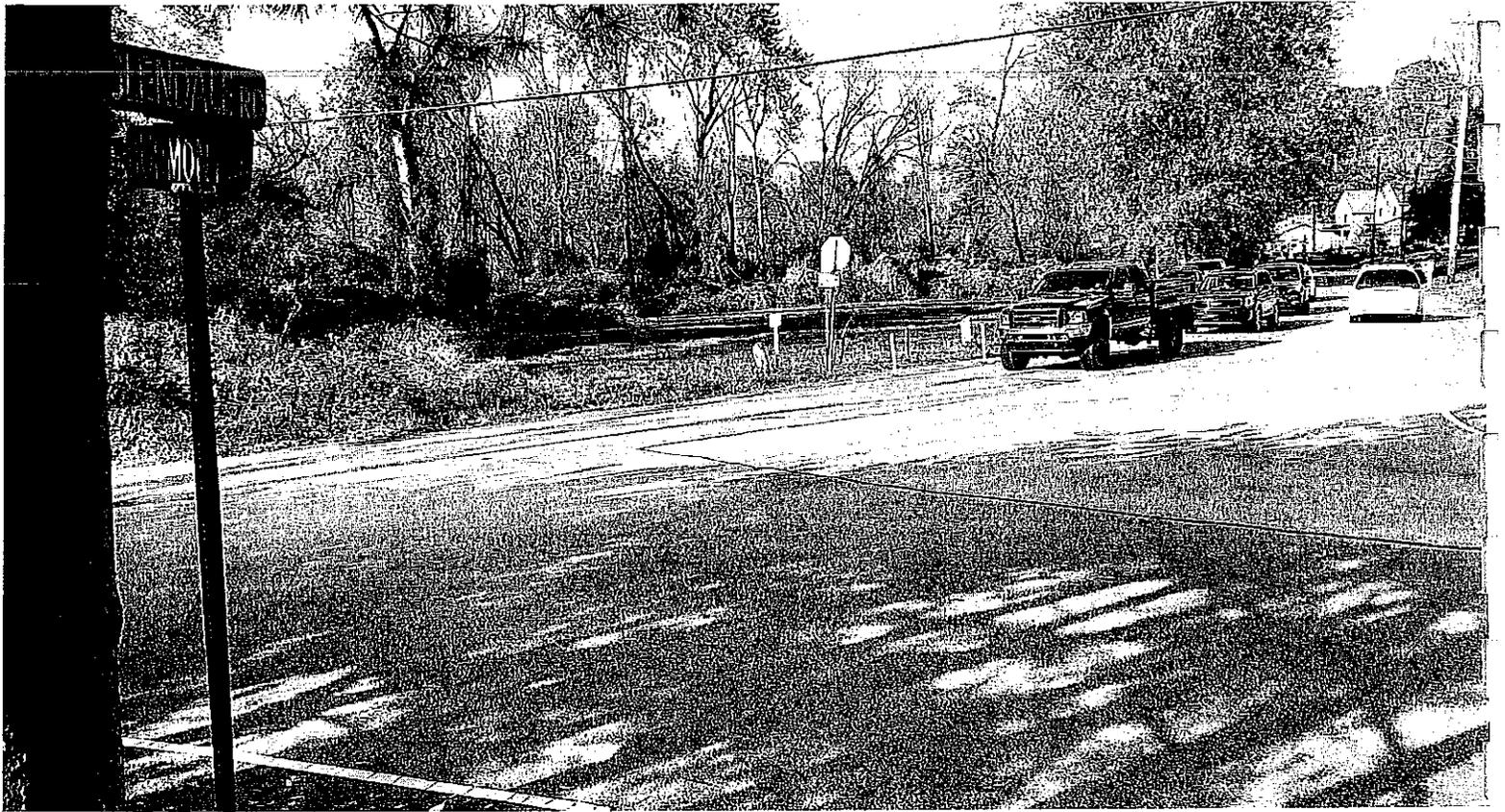
If Notice to Proceed is issued in December 2022, we estimate completing the design in November 2023, bidding in December 2023, and construction starting in February 2024. This schedule will result in the ideal time-of-year for construction, with concrete and paving construction in warmer weather months and in compliance with PennDOT's paving time-of-year requirements.



SECTION 6

PROOF OF LIABILITY PROTECTION





PARTNERS FOR WHAT'S POSSIBLE

www.pennonif.com

November 4, 2022

HAVTT 20452P

Haverford Township

Attn: David R. Burman, Township Manager
1014 Darby Road
Havertown, PA 19083

RE: Request for Proposals
Engineering Services for Burmont Road and Glendale Road Intersection Improvements, Haverford Township

Dear Mr. Burman,

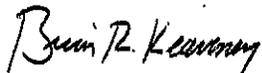
Enclosed is our Cost Proposal to provide the above referenced engineering services.

Please note that we are proposing to use our existing Township rates, in-lieu-of our approved PennDOT rates, for this project.

Thank you for the opportunity to submit our qualifications (under separate cover) and cost proposal. We appreciate your consideration for our firm in continuing to serve the Township of Haverford and look forward to the opportunity to continue our working relationship on this important Intersection Improvement project.

Sincerely,

PENNONI ASSOCIATES INC.

A handwritten signature in black ink, appearing to read "Brian R. Keaveney".

Brian R. Keaveney, PE, PTOE
Associate Vice President

A handwritten signature in black ink, appearing to read "David Pennoni".

David Pennoni, PE
Chief Operating Officer

**Burmont Road & Glendale Road
Intersection Improvements
Phase 1
Engineering Services Fee Estimate**

| Classification | Task 1 Project Management & Coordination | Task 2 Topographic Survey | Task 3 Right-of- Way & Property Research | Task 4 Conceptual Design | Task 5 Environmental Impact Assessment | Total Hours | Rate | Total Cost |
|---------------------------|--|---------------------------------|--|--------------------------------|---|----------------|-------|-----------------|
| Principal Professional | 9 | | | 5 | | 14 | \$145 | \$2,030 |
| Senior Professional | 14 | 8 | 1 | 10 | 41 | 74 | \$140 | \$10,360 |
| Project Professional | | | 6 | 41 | | 47 | \$134 | \$6,298 |
| Staff Professional | | | 8 | 61 | 28 | 97 | \$127 | \$12,319 |
| Associate Professional | | | 7 | 51 | 72 | 130 | \$118 | \$15,340 |
| Graduate Professional | | 32 | 6 | 6 | 36 | 74 | \$110 | \$8,140 |
| Survey Crew | | 50 | | | | 50 | \$210 | \$10,500 |
| Project Assistant | | | | | | 2 | \$30 | \$60 |
| Total | 23 | 90 | 28 | 204 | 143 | 488 | | \$65,047 |



TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

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 LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ.
7TH WARD CONOR F. QUINN
8TH WARD GERARD T. HART, M.D.
9TH WARD WILLIAM F. WECHSLER

MANAGER ext. 2208
Human Resources ext. 2233

HAVT 0000

January 12, 2022

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

RE: Haverford Township Engineering Services

Dear Mr. Burman:

I would like to take this opportunity to say that Pennoni Associates is very proud to have Haverford Township as a client and we look forward to again serving you in 2022.

Please find below our proposed rates for 2022. After holding our rates last year out of sensitivity to the Covid-19 Pandemic impact on Municipal budgets, we are proposing an approximately 5% increase to our 2020 rates for most of the employee classifications. The retainer is unchanged. Our standard fees for services are billed on an hourly basis for the actual time on the project, or on an agreed-upon lump sum contract basis.

| | |
|---|-----------------|
| Annual Retainer for 2022..... | \$8,000.00/year |
| Township Engineer (David Pennoni) | \$145.00/hour |
| Senior Professional | \$140.00/hour |
| Project Professional..... | \$134.00/hour |
| Staff Professional | \$127.00/hour |
| Associate Professional | \$118.00/hour |
| Graduate Professional | \$110.00/hour |
| Technician..... | \$101.00/hour |
| Field Technician..... | \$84.00/hour |
| Project Assistant..... | \$30.00/hour |
| Survey Crew..... | \$210.00/hour |

We do not bill for travel expenses, nor do we bill for postage, reasonable phone conversations, reproduction or clerical work associated with day-to-day correspondence.

Again, we look forward to continuing to serve the Township in 2022. If there is any further information you may require, please contact us at your convenience.

Sincerely,

PENNONI ASSOCIATES INC.



David Pennoni, PE
Township Engineer

/dk

Billing Rates

2023 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

| LABOR CATEGORY | RATES: \$/HOUR |
|-------------------------------------|----------------|
| Senior Principal Professional | \$310 |
| Principal Professional..... | \$258 |
| Senior Professional | \$222 |
| Project Professional..... | \$202 |
| Staff Professional | \$192 |
| Associate Professional | \$184 |
| Graduate Professional | \$160 |
| Technician III | \$144 |
| Technician II | \$134 |
| Technician I | \$122 |
| Survey Crew | \$280 |
| Senior Field Technician | \$148 |
| Field Technician | \$120 |
| Laboratory Technician | \$106 |
| Building Code Official..... | \$125 |
| Project Assistant | \$ 94 |

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

"Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.





Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF
HAVERTFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ. PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP MANAGER
JOHN R. WALKO, ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVT 0305

January 5, 2023

David R. Burman, Township Manager
Havertford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Skatium Cooling Towers Replacement
General Contract No. SK-7
Receipt of Bids**

Dear Mr. Burman:

The bids for the above referenced contract were received on Tuesday, December 20, 2022, at 1:00 p.m. The apparent low bidder was Elliot-Lewis Corporation of Philadelphia, PA with a base bid of \$303,000.00.

Elliot-Lewis did not provide with their bid the required unit (square-foot) price for Item 7-2 (Beam/Web Repairs). Only a total amount was provided for this item. In addition, they did not submit the Form of Bid (Page C-3) with their bid as required by the contract documents. We subsequently requested and received the Form of Bid. However, this document also had no unit price indicated.

Subsequent discussions with Elliot-Lewis regarding this matter provided no resolution to this issue.

Therefore, due to the inconsistencies with the bid submitted by Elliot-Lewis, we recommend the Township reject all bids and rebid the project. Please note the base bid for the next lowest bidder was \$60,000 higher than Elliot-Lewis.

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: Aimee Cuthbertson, Assistant Township Manager

U:\Accounts\HAVT\HAVT0305 - Skatium - Cooling Towers\CONSTRUCTION\BID\HAVT 0305 - Skatium Cooling Towers Bid Ltr - General.docx

A HOME RULE MUNICIPALITY

HAVERFORD TOWNSHIP MEMORANDUM

DATE: December 23, 2022

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Play equipment purchase for Elwell Park

Attached is a quote for playground equipment for Elwell Park. The quote is for \$43,813.29 from KOMPAN Let's Play. The equipment was selected by neighbors of Elwell Park in consultation with Recreation Department staff. The funding for this purchase will be with CDBG funds.

The purchase is made through COSTARS. The vendor's costar # 171856/contract # 014-161

Haverford Township
Eileen Mottola
2325 Darby Rd
Havertown, PA 19083

Sales Proposal

Quote No. SP119113-1
Customer No. C0000851
Document Date 12/14/2022
Expiration Date 02/12/2023



Sales Representative Scott Lean
E-Mail ScoLea@Kompan.com
Phone No. 267-784-9791 / 800-426-9788

COSTARS CONTRACT #014-161
Vendor #171856

Project Name US291117 Elwell Field

| No. | Description | Qty | Unit | Unit Price | Discount % | Net Price |
|---|--|-----|--------|------------|------------|-----------|
| <u>PCM400531-0603</u> | FOUR TOWERS WITH NET & BRIDGES NATURE, PE SLIDE, IN-GROUND 60CM | 1 | Pieces | 47,560.00 | 15.00 | 40,426.00 |
|  | | | | | | |
| FREIGHT | Freight | 1 | Pieces | 3,387.29 | | 3,387.29 |

| Description | Qty | Retail Price | Discount | Net Price |
|---------------------|-----|--------------|----------|------------------|
| No. of Products | 1 | | | |
| Subtotal - Products | | 47,560.00 | 7,134.00 | 40,426.00 |
| Subtotal - Freight | | 3,387.29 | | 3,387.29 |
| Total USD | | | | 43,813.29 |

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Elwell Field
Elwell Field
Ardmore, PA 19003



Sales Proposal

Haverford Township
Eileen Mottola
2325 Darby Rd
Havertown, PA 19083

Quote No. SP119113-1
Customer No. C0000851
Document Date 12/14/2022
Expiration Date 02/12/2023

Sales Representative Scott Lean
E-Mail ScoLea@Kompan.com
Phone No. 267-784-9791 / 800-426-9788

Project Name US291117 Elwell Field

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

Executive Session at 6:45 - Real Estate Matter

MINUTES

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

January 9, 2023
Monday, 7:00 p.m.
Township of Haverford

1. Opening of Meeting – All Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Ross M. Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Police Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Parks & Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

Pledge of Allegiance led by Chief John Viola

2. Citizens Forum – 20 Minutes Registered Speakers – Agenda Items Only

Dori Doughty – Draft Comprehensive Plan

Ms. Doughty asked about the changes, revisions and the next steps.

Response: An Adhoc Committee will be forming.

3. Discussion: Jamie Schlesinger of PFM Financial Advisors LLC: 2023 borrowing
See Attachment

4. Commissioner Committee Update – Commissioner McCloskey stated that the Finance Committee met on December 13 2022 to discuss the upcoming borrowing.

5. Police Department – Crime Update – Presented by Chief John Viola. Both Chief Viola and Deputy Chief Hagan explained the new Park Mobile Plan and app.

6. Township Auditor Update – Mr. Anderson reviewed the warrants and expenses and found no irregularities.

7. David R. Burman - Township Manager Update – Mr. Burman presented a power point indicating PECO and AQUA project areas in 2023. See attachment

8. Approval of Minutes

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Budget/Regular Meeting Minutes of December 12, 2022 and Reorganization Minutes of January 3, 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve the following warrant #1-2023 totaling \$3,327,869.87

General & Sewer fund Payroll for December 22, 2022 in the amount of \$718,804.98

General & Sewer fund Payroll for January 5, 2023 in the amount of \$1,028,004.75

General Fund disbursements #1-2023 in the amount of \$941,718.32

Sewer Fund disbursements #1-2023 in the amount of \$192,660.12

**Community Development Block Grant Fund disbursement #1-2023
in the amount of \$304,859.70**

Capital Projects Fund disbursement #1-2023 in the amount of \$93,487.84

American Rescue Plan Fund disbursement #1-2023 in the amount of \$35,593.53

Credit Card Statement ending December 27, 2022, in the amount of \$12,740.63

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P1-2023

Traffic (1st Reading)

Motion made by Commissioner Trombetta and seconded by Commissioner McCloskey to adopt the first reading of Ordinance No. P1-2023 establishing traffic restrictions on the following highway:

SPECIAL PURPOSE PARKING in front of 2726 Morris Road, Ardmore, PA.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Resolution No. 2293-2023 Document Destruction

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt Resolution No. 2293 - 2023 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.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Resolution No. 2294-2023 Annual Fee Schedule

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt Resolution No. 2294-2023 approving the annual Fee Schedule for 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Resolution No. 2295-2023 Annual Professional Consultant Fees

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt Resolution No. 2295-2023 approving Annual Professional Consultant Fees.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2296 -2023

Authorization to Solicit Proposals – Series 2023 Bond Issue

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to authorize the Township to solicit proposals from financial institutions for underwriting services with respect to the Township’s proposed Series 2023 bond issue and authorizing certain actions to be taken preliminary to, and in contemplation of, the issuance and sale of the Township of such new bond issue.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. DRAFT Comprehensive Plan

Motion was revised:

Motion made by Commissioner Hart and seconded by Commissioner Cavender to refer the latest draft Comprehensive Plan back to an AdHoc Comprehensive Plan Steering Committee for revision as to form and substance, in accordance with the recommendation of the Planning Commission.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Contract Awards

Professional Services

Glendale and Burmont Roads

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to award a Professional Services Contract in the amount of \$65,047 to Pennoni for the Phase 1 Engineering Services required for the Burmont Road and Glendale Road Intersection Improvements Project, subject to approval of an Agreement in form and substance by the Township Solicitor.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Skatium – Cooling Towers

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to reject all BIDS submitted for the Cooling Towers and approval to rebid the project.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation

Playground Equipment – Elwell Park

Motion made by Commissioner Cavender and seconded by Commissioner McCloskey to authorize the purchase of playground equipment for Elwell Park, from KOMPAN Let's Plan, Austin, TX, under CoStars contract #014-161, in the amount of \$43,813.29. Payment to be made from CDBG Funds.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Appointments

Environmental Advisory Committee

Ward 6 Deferred

Senior Citizens Advisory Board

Ward 6 Deferred

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

Bryan Ramona – spoke on the implementation of plastic bags. How have the businesses been affected and will there be an evaluation period?

Will the Glendale/Burmout Road project involve the house the township acquired on Glendale Road?

Commissioner Wechsler stated that this is where Pennoni Associates will begin to evaluate the location and map out and see what can be done. This is being paid for by grant money.

Michael Lee – Fairlamb Road

Mr. Lee stated that he has had to hear about township news through others. He also spoke on the debt the township is taking on.

Pat Schwab – Morgan Avenue

Mrs. Schwab stated that Park Mobile was rolled-out in the winter time and there is a sur-charge.

Maj. Ross Peterson, US Army Retired – Derwyn Road

The Plastic Bag Ordinance was a faulty decision made by the township. There is no Haverford township data available that would have warranted this ordinance.

Monnet Riley – The Park Mobile App is very helpful.

Mr. Anderson indicated that he is a supporter of plastic bags.

19. New business

No new business.

20. Other business

Brian Gondek, Esq. - 1st Ward Commissioner

Commissioner Gondek thanked everyone that applied for positions on various boards and commissions and stated that Martin Luther King Day is Monday and this will be an opportunity to volunteer and still participate in your local Civic Associations.

Commissioner Gondek stated “we will get there” with the establishment of the new Park Mobile app.

Sheryl Forste-Grupp – 2nd Ward Commissioner

Commissioner Forste-Grupp announced an upcoming constituent meeting to be held on January 26th at 6:30 with Wards 2, 7 and 8.

Kevin McCloskey, Esq. – 3rd Ward Commissioner

Commissioner McCloskey wished everyone a Happy New Year.

Merwood Park Civic Association will hold a Progressive Dinner on January 28th.

The Finance Committee did meet to discuss borrowing. We are advised of the best possible rate. The township is looking to purchase a piece of fire apparatus, solar panels, equipment for the Skatium and the renovations to the Library. These purchases will enhance the township.

He thanked the Police Department for Park Mobile.

Laura Cavender – 5th Ward Commissioner

Commissioner Cavender wished everyone a Happy New Year.

PaDot will hold a ZOOM Meeting on January 19 regarding improvements to Haverford Road.

Martin Luther King Day/Haverford College – Volunteer from 10-12.

The Andy Lewis 5K Run has been changed to the Spring and will be organized by Discover Haverford.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn also spoke on the Park Mobile App.

He congratulated Testa’s Bakery upon their retirement after 40 years

He was saddened to learn that long-time Haverford Press report Cathy Martin passed away.

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

The next Parks and Recreation Open Space meeting will be held on January 11th at 7 p.m.

The next public Brookline Park meeting will be held in March.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also offered his condolences upon the loss of Cathy Martin. She was a lovely lady.

The next constituent quarterly meeting will be held the last Thursday of the month at the Bon Air Fire Company.

He also offered congrats to Testa’s Bakery upon their retirement.

Judy Trombetta – 4th Ward Commissioner

Mother Compost will hold a virtual compost workshop on January 16th.

Larry Holmes, Esq. – 4th Ward Commissioner

In response to Mr. Lee’s comments: We are trying to communicate as much as we can.

In response to debt: we have the best financial advisors and receive the best advice on our finances with short term cost.

Commissioner Holmes quoted MLK: where there is darkness – light

where there is hatred - love

21. All Commissioners agreed to adjourn

Township of Haverford

Financing Discussion

January 9, 2023

Prepared by:

Jamie Schlesinger

Managing Director

&

Melissa Hughes

Senior Managing Consultant

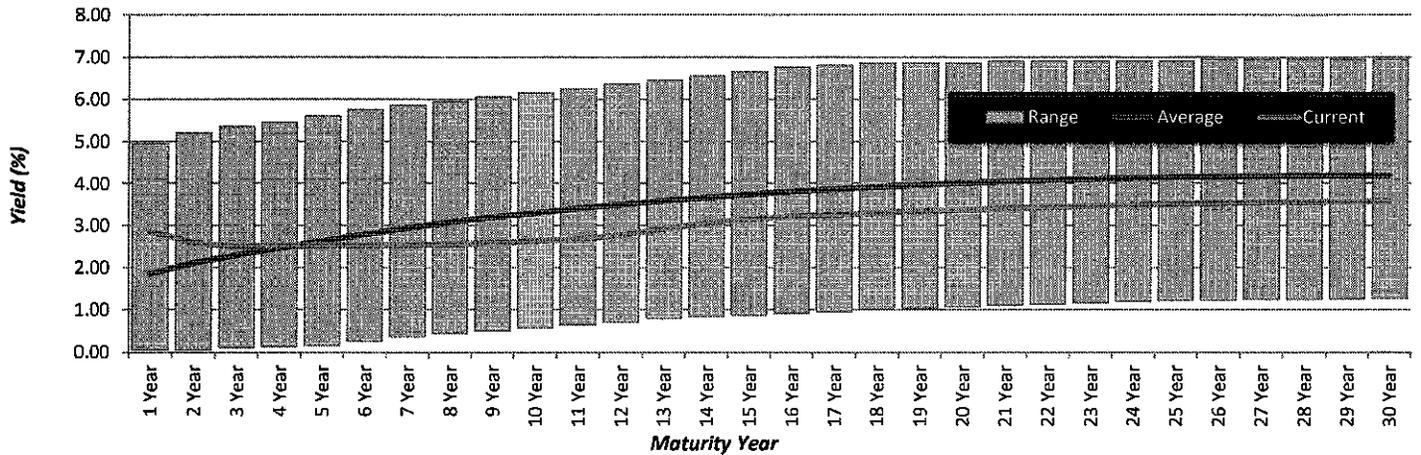


PFM Financial Advisors LLC
2533 Yellow Springs Road
Malvern, PA 19355
610.647.5487 (P)
610.647.2467 (F)
www.pfm.com

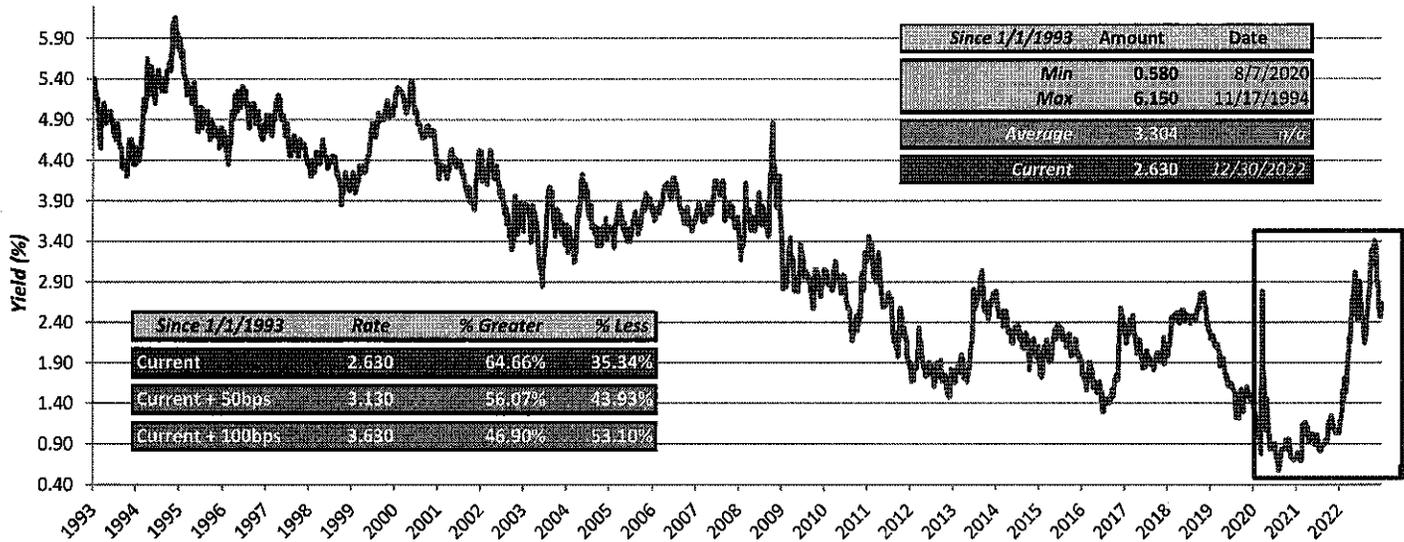
MUNICIPAL MARKET UPDATE

December 30, 2022

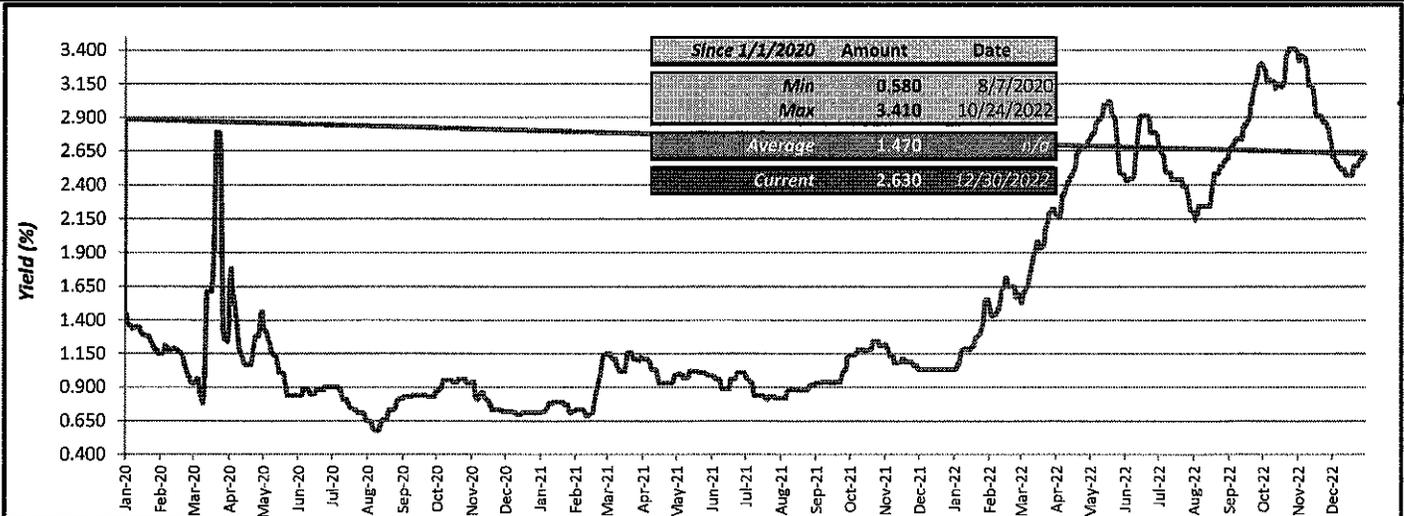
HISTORICAL MMD CURVE ILLUSTRATION - SINCE JANUARY 1, 1993



SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 1993



SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 2020



TOWNSHIP OF HAVERFORD

Topics for Discussion

January 9, 2023

The Township has asked PFM Financial Advisors LLC to prepare some preliminary numbers and discussion points relating to various capital projects.

I) Approaches to New Money Financing:

- A. **Interim Funding** – short term borrowing prior to permanent financing
- B. **Current Funding** – wait for construction bids
- C. **Advance Funding** – borrow all (or a portion) prior to construction bids
- D. **Multiple Financing** – spread borrowings over different calendar years, taking advantage of IRS limits and staggering impact vs. increased costs of issuance

**Cash Flow related to the Township's operating and capital funds needs to be considered when making any decisions.*

***Tax status of each tranche to be determined in conjunction with Bond Counsel.*

II) Maximum Parameters Ordinance

- A. Parameters Ordinances provide the greatest amount of flexibility for the financing team to price bonds
 - a. Avoids coordination with scheduled board meetings
- B. The Ordinance establishes "parameters", or not to exceed boundaries, under which the ultimate financing must fall:
 - a. Maximum principal amount in aggregate
 - b. Maximum final maturity
 - c. Maximum principal amount per annual maturity
 - d. Maximum interest rate
 - e. Minimum refinancing savings
- C. Ultimate approval immediately after pricing will be required from Board President, Vice President, and/or Administration via an addendum and upon PFM's recommendation.

III) Borrowing Laws – Federal Tax Laws:

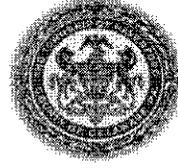
The Internal Revenue Code (the "Code") permits the Issuer to borrow funds at a tax-exempt interest rate and invest the proceeds at an unlimited yield during the period of project construction, but not more than 3 years, if the reasonable expectations of the Issuer are to meet the following 3 tests:

- A. **Expenditure Test** – spend 85% of the proceeds within 3 years;
- B. **Time Test** – incur within 6 months a substantial binding obligation to expend at least 5% of the proceeds;
- C. **Due Diligence Test** – proceed with due diligence to complete the capital project and expend the proceeds for the capital project.

**TOWNSHIP OF HAVERFORD
SUMMARY OF OUTSTANDING INDEBTEDNESS**

| Debt Service Requirements | | | | |
|----------------------------------|---------------------------|---------------------------|---------------------------|--------------------|
| 1 | 2 | 3 | 4 | 5 |
| Fiscal Year Ended | G.O. Bonds Series of 2018 | G.O. Bonds Series of 2020 | G.O. Bonds Series of 2021 | Total Debt Service |
| 12/31/2023 | 2,880,073 | 465,493 | 450,148 | 3,795,713 |
| 12/31/2024 | 2,883,948 | 466,118 | 454,748 | 3,804,813 |
| 12/31/2025 | 2,878,198 | 461,118 | 453,748 | 3,793,063 |
| 12/31/2026 | 2,887,448 | 465,293 | 452,348 | 3,805,088 |
| 12/31/2027 | 2,881,448 | 468,793 | 450,548 | 3,800,788 |
| 12/31/2028 | 2,880,198 | 462,193 | 449,448 | 3,791,838 |
| 12/31/2029 | 2,880,498 | 465,493 | 448,248 | 3,794,238 |
| 12/31/2030 | 2,878,198 | 463,643 | 448,523 | 3,790,363 |
| 12/31/2031 | 880,363 | 466,643 | 448,723 | 1,795,728 |
| 12/31/2032 | 883,378 | 464,493 | 452,223 | 1,800,093 |
| 12/31/2033 | 880,284 | 462,243 | 450,523 | 1,793,049 |
| 12/31/2034 | 881,123 | 464,843 | 453,723 | 1,799,688 |
| 12/31/2035 | 885,843 | 472,193 | 451,723 | 1,809,758 |
| 12/31/2036 | 884,340 | 464,393 | 449,623 | 1,798,355 |
| 12/31/2037 | 881,750 | 466,493 | 452,423 | 1,800,665 |
| 12/31/2038 | 883,041 | 468,393 | 450,023 | 1,801,456 |
| 12/31/2039 | 878,193 | 470,093 | 447,523 | 1,795,808 |
| 12/31/2040 | 887,183 | 466,643 | 449,923 | 1,803,748 |
| 12/31/2041 | 880,183 | 468,043 | 452,123 | 1,800,348 |
| 12/31/2042 | 882,283 | 464,073 | 449,123 | 1,795,478 |
| 12/31/2043 | 888,213 | 464,671 | 445,820 | 1,798,704 |
| 12/31/2044 | 288,891 | 464,945 | 452,415 | 1,206,251 |
| 12/31/2045 | 289,766 | | 448,490 | 738,256 |
| 12/31/2046 | 290,276 | | 449,460 | 739,736 |
| 12/31/2047 | 290,421 | | | 290,421 |
| 12/31/2048 | 290,201 | | | 290,201 |
| 12/31/2049 | | | | |
| 12/31/2050 | | | | |
| Totals | 35,975,734 | 10,246,296 | 10,811,610 | 57,033,640 |
| Principal* | 27,010,000 | 8,220,000 | 8,455,000 | 43,685,000 |

Call Date: 12/1/2026 6/1/2025 12/1/2026
Purpose: New Money
Cur Ref 2010 Cur Ref 2014 Cur Ref 2016
Cur Ref 2013



* Outstanding as of January 3, 2023

**SUMMARY OF NEW MONEY FINANCING
TOWNSHIP OF HAVERFORD**

| | 1 | 2 | 3 | 4 | 5 |
|-----------------------|--|--------------|----------------------------|---------------------------------------|--------------|
| | <i>Skatatum + \$200k Contingency</i> | <i>Solar</i> | <i>Emergency Apparatus</i> | <i>Library + \$1m Contingency</i> | <i>Total</i> |
| Bond Proceeds | \$2,201,352 | \$500,930 | \$3,802,859 | \$19,500,831 | \$26,005,971 |
| Term | 10 Years | 10 Years | 10 Years | 27 Years | 27 Years |
| Tax Status | Taxable | TBD | Tax-Exempt | Tax-Exempt | N/A |
| Total Interest | \$656,981 | \$146,317 | \$1,106,788 | \$18,802,114 | \$20,712,199 |

| 6 | | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|--------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------|--------------------|
| Fiscal Year Ending | Existing Debt Service | Proposed Debt Service | Estimated New Debt Service | Total Debt Service |
| 12/31/2022 | 3,665,338 | | | | | | | 3,665,338 |
| 12/31/2023 | 3,795,713 | 171,231 | 31,067 | | 269,038 | 442,364 | 913,699 | 4,709,411 |
| 12/31/2024 | 3,804,813 | 260,250 | 58,000 | | 448,000 | 968,250 | 1,734,500 | 5,539,313 |
| 12/31/2025 | 3,793,063 | 262,250 | 61,250 | | 444,250 | 967,250 | 1,735,000 | 5,528,063 |
| 12/31/2026 | 3,805,088 | 258,750 | 59,250 | | 450,000 | 966,250 | 1,734,250 | 5,539,338 |
| 12/31/2027 | 3,800,788 | 260,000 | 62,250 | | 444,750 | 965,250 | 1,732,250 | 5,533,038 |
| 12/31/2028 | 3,791,838 | 255,750 | 60,000 | | 449,000 | 969,250 | 1,734,000 | 5,525,838 |
| 12/31/2029 | 3,794,238 | 261,250 | 57,750 | | 447,250 | 968,000 | 1,734,250 | 5,528,488 |
| 12/31/2030 | 3,790,363 | 261,000 | 60,500 | | 449,750 | 961,750 | 1,733,000 | 5,523,363 |
| 12/31/2031 | 1,795,728 | 260,250 | 58,000 | | 446,250 | 970,750 | 1,735,250 | 3,530,978 |
| 12/31/2032 | 1,800,093 | 259,000 | 60,500 | | 452,000 | 959,250 | 1,730,750 | 3,530,843 |
| 12/31/2033 | 1,793,049 | 257,250 | 57,750 | | 451,500 | 963,250 | 1,729,750 | 3,522,799 |
| 12/31/2034 | 1,799,688 | | | | | 1,732,000 | 1,732,000 | 3,531,688 |
| 12/31/2035 | 1,809,758 | | | | | 1,727,250 | 1,727,250 | 3,537,008 |
| 12/31/2036 | 1,798,355 | | | | | 1,725,750 | 1,725,750 | 3,524,105 |
| 12/31/2037 | 1,800,665 | | | | | 1,727,250 | 1,727,250 | 3,527,915 |
| 12/31/2038 | 1,801,456 | | | | | 1,726,500 | 1,726,500 | 3,527,956 |
| 12/31/2039 | 1,795,808 | | | | | 1,728,500 | 1,728,500 | 3,524,308 |
| 12/31/2040 | 1,803,748 | | | | | 1,728,000 | 1,728,000 | 3,531,748 |
| 12/31/2041 | 1,800,348 | | | | | 1,730,000 | 1,730,000 | 3,530,348 |
| 12/31/2042 | 1,795,478 | | | | | 1,729,250 | 1,729,250 | 3,524,728 |
| 12/31/2043 | 1,798,704 | | | | | 1,730,750 | 1,730,750 | 3,529,454 |
| 12/31/2044 | 1,206,251 | | | | | 1,729,250 | 1,729,250 | 2,935,501 |
| 12/31/2045 | 738,256 | | | | | 1,729,750 | 1,729,750 | 2,468,006 |
| 12/31/2046 | 739,736 | | | | | 1,732,000 | 1,732,000 | 2,471,736 |
| 12/31/2047 | 290,421 | | | | | 1,730,750 | 1,730,750 | 2,021,171 |
| 12/31/2048 | 290,201 | | | | | 1,731,000 | 1,731,000 | 2,021,201 |
| 12/31/2049 | | | | | | 1,732,500 | 1,732,500 | 1,732,500 |
| 12/31/2050 | | | | | | | | |
| TOTAL | 60,698,978 | 2,766,981 | \$26,317 | 4,751,788 | 37,772,114 | 45,917,199 | 106,616,176 | |

Estimated rates. Actual rates to be determined at the time of pricing.

TOWNSHIP OF HAVERFORD
Series of 2025 Bonds Preliminary Schedule

| December 2022 | | | | | | | January 2023 | | | | | | | February 2023 | | | | | | | |
|---------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | 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 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | | | |
| 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | | | | | | | | | | |

| March 2023 | | | | | | | April 2023 | | | | | | |
|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 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 | |
| 26 | 27 | 28 | 29 | 30 | | | | | | | | | |

| Bond Issue | |
|-------------------------------|--|
| Early/Mid December | Request for Information for Preliminary Official Statement |
| December 13th | Finance Committee Meeting to Discuss Financing Plan |
| January 9th | Meeting to Discuss Financing Process (Authorization to RFP Underwriter) |
| Early-Mid January | PFM Begins to Draft Preliminary Official Statement |
| January 10th | Underwriter RFP |
| Mid January | PFM Begins to Draft Preliminary Official Statement |
| Mid/End of January | Finance Committee to Discuss Underwriter RFP Results/Select Underwriter |
| Mid/End of January | Information Sent to Rating Agency |
| End of January/Early February | Rating Call |
| End of January/Early February | Final Study Results |
| February 6th | Township Workshop Meeting/Confirmation of Final Projects/Estimated Costs |
| Early February | Rating Received |
| February 13th | Township Meeting-Introduction of Ordinance |
| Mid February | TEFRA Hearing |
| Week of March 6th | Pre-Advertisement of Ordinance |
| Early March | Preliminary Official Statement Completed |
| March 6th | Township Work-Work Session Meeting |
| March 13th | Township Meeting to Adopt Parameters Ordinance |
| March 13th or later | Earliest Pricing of Bonds |
| Week of March 13th | Post-Advertisement for Ordinance |
| Mid-March | Bond Counsel Files with DCED |
| Mid-April | Bond Issue Settlement |



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Haverford Township 2023 Utility Work

as of January 9, 2023

Presented by:

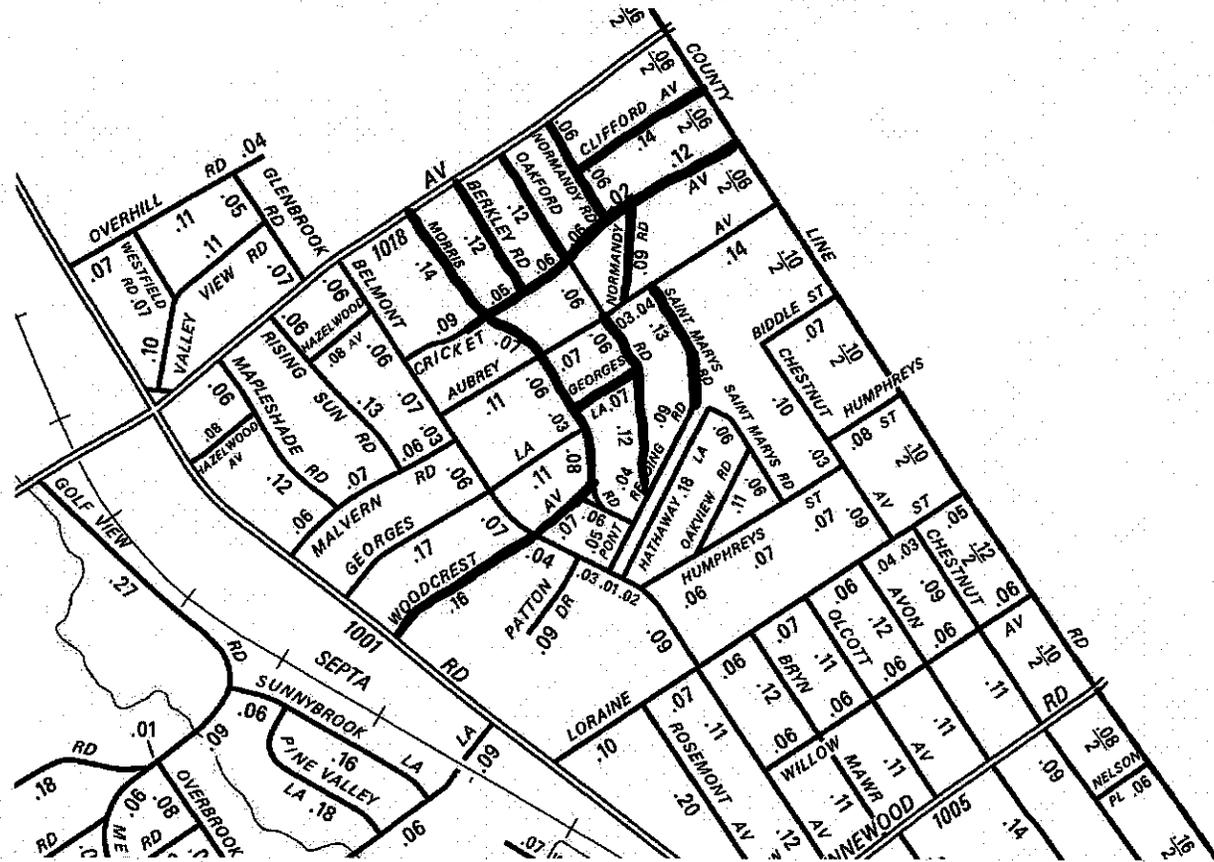
David Burman, Township Manager/Secretary

Aqua Water.

**Woodcrest, Morris,
Oakford (from Aubrey
to Pont Reading),
Georges, Saint Mary's.**

January start.

**Remaining Schedule
TBD.**

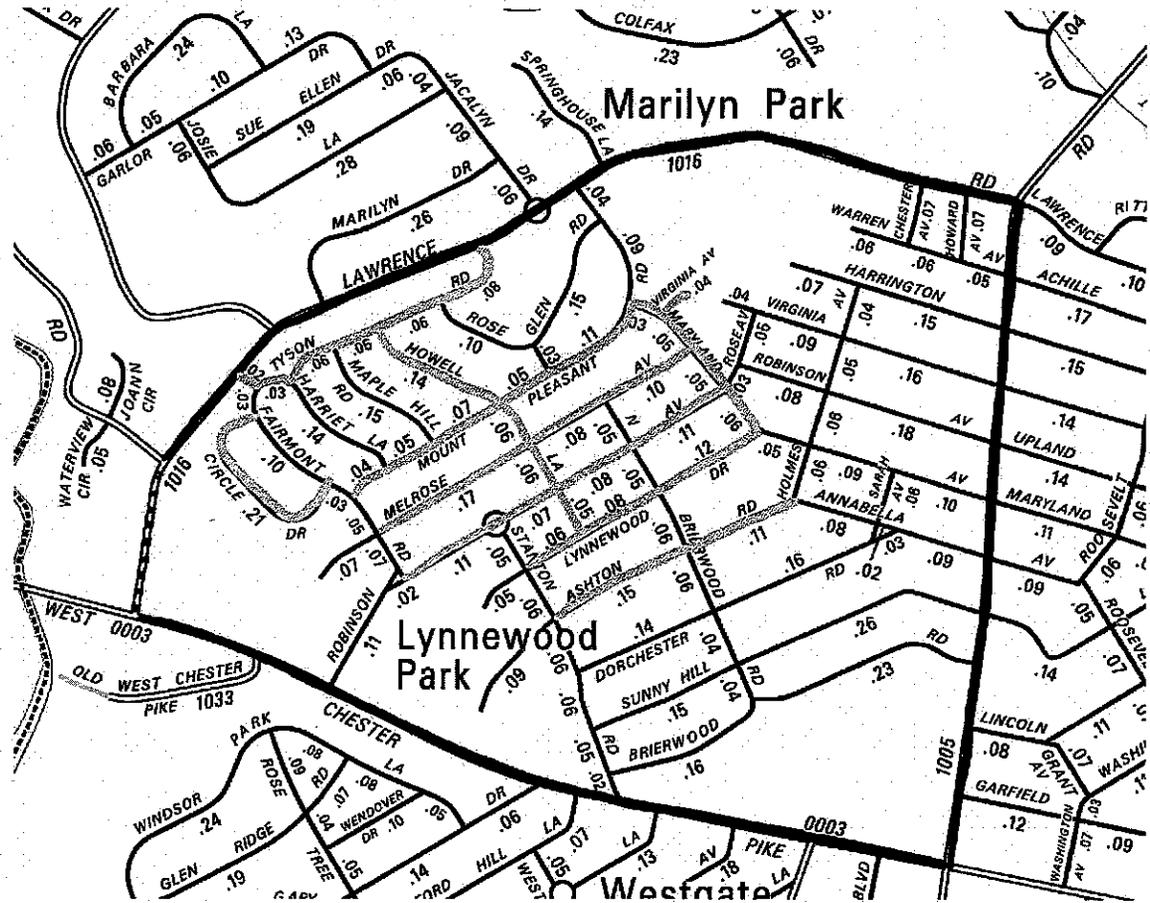


Aqua Water.

Lawrence from WCP to Eagle.

March thru mid-summer.

Detour Lawrence Road,
weekdays from 9 AM to 3 PM.



**BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONDAY, February 6, 2023
7:00 P.M.**

Pension Investment Managers 2022 Performance Update:

Mike Glackin, CBIZ/InR Advisory Services, LLC

Bikram Chadha – PFM Asset Management, LLC

Presentation by Jamie Schlesinger, PFM - update on the underwriter selection process

Presentation by Paul Spiegel, of Spotts, Stevens and McCoy: Energy Audit report

Discussion: Economic Recovery Payment for Seniors, Widowers, and Permanently Disabled Individuals

Commissioner Committee Updates

Police Department - Crime Update

NEXT WEEK:

Ordinance No. P1-2023 Traffic (2nd Reading)

Ordinance No. P2-2023 Traffic (1st Reading)

Ordinance No. P3-2023 Renewal of Lease Agreement at the Skatium

Resolution No. 2297-2023 Transfer of Funds

Resolution No. 2299-2022 Selection of Underwriter for 2023 Bond

Resolution No. 2300-2023 Black History Month

Contracts

Professional Services Contract - stone veneer on the front of the Township Building.

Skatium – Rebid of Cooling Towers

Penny Trail Phase II

Purchases

Police Department - Vehicles

Public Works Department – Vehicles – Various departments

Parks and Recreation – Fencing – Hilltop Field

Trash Receptacles for Parks

Appointments

Civil Service Commission Alternate

Human Relations Commission (2 positions)

Ice Rink Advisory Board

Shade Tree Commission

Environmental Advisory Committee

Ward 6

Senior Citizens Advisory Board

Ward 6

HVERFORD TOWNSHIP MEMORANDUM

DATE: January 24, 2023
TO: David R. Burman, Township Manager
FROM: Eileen Mottola, Assistant Director of Parks and Recreation/township liaison EAC
SUBJECT: Energy Audit presentation to BOC

Attached are two documents: Energy Audit for Municipal Facilities and the Executive Summary of the Energy Audit for Municipal Facilities.

In May 2022 Practical Energy Solutions, a division of Spotts, Stevens and McCoy (SSM), was hired by Haverford Township to perform an audit of the facilities in Haverford Township. The facilities included the Township Building, the CREC, the Skatium and also the parks and public works buildings.

Paul Spiegel, Senior Engineer, will be presenting SSM's findings at the Board of Commissioners' work session on February 6, 2023.

If there are any questions, I will be on hand at the meeting.

Practical Energy Solutions

a division of Spotts, Stevens and McCoy

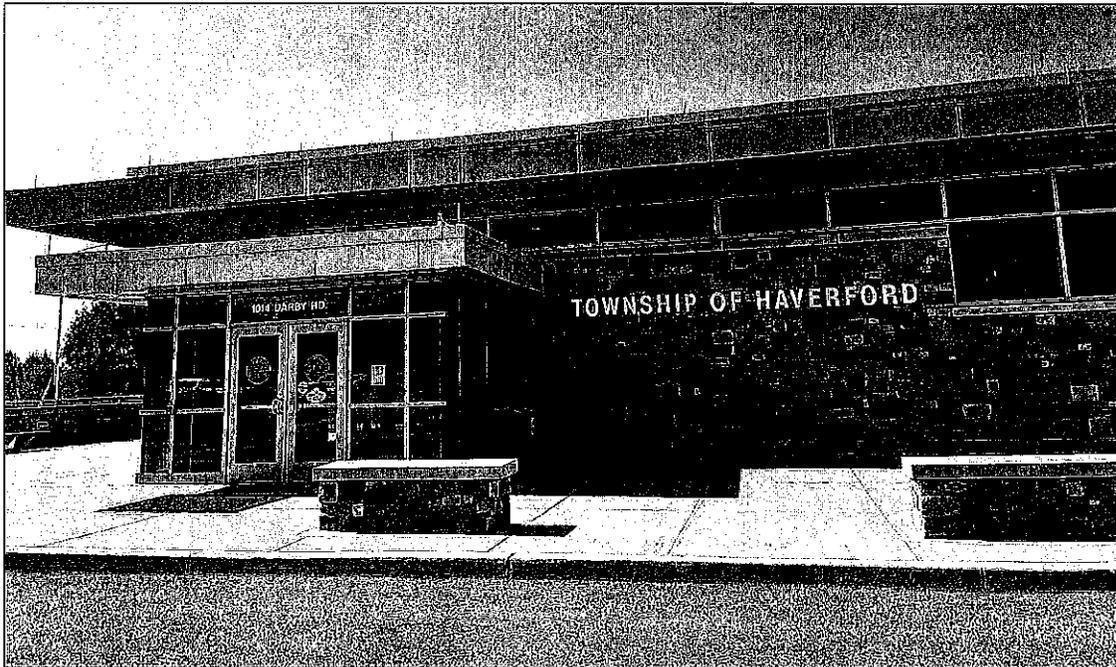
101 East Evans Street, Suite #2 > West Chester PA 19380

610.621.2000 > F. 610.621.2001 > SSMGROUP.COM



ENERGY AUDIT FOR MUNICIPAL FACILITIES – EXECUTIVE SUMMARY

Township of Haverford, PA



Date: January 3, 2023

SSM File: 110362.0001

Submitted by: Ben Pressman, P.E.
ben.pressman@ssmgroup.com



Executive Summary

Haverford Township contracted with Practical Energy Solutions (PES), a division of Spotts, Stevens, and McCoy (SSM), to perform energy assessments of several township facilities and identify opportunities to improve energy performance and further the township's commitment to greenhouse gas reduction and clean energy.

PES performed ASHRAE Level 1 energy audits at the following facilities on August 4, 2022:

- Administration and Police (47,434 ft²) – 1010/1014 Darby Road
- Skatium Ice Rink (33,000 ft²) – 1002 Darby Road
- Public Works (47,521 ft²) – 1 Hilltop Road
- Community Recreation and Environmental Center (53,538 ft²) – 9000 Parkview Drive
- Quatrani Building (2,873 ft²) – 2325 Darby Road
- Parks Maintenance Shop (635 ft²) – 600 Glendale Road

Total annual energy costs for the investigated buildings was about \$260,000 over the past year (ending July 2022), with electricity accounting for 79%, natural gas for 19%, and fuel oil for 2%. The measures identified by this study and summarized below could save up to 30% of total annual energy costs, or about \$77,000 annually. The township has recently secured a renewable electricity contract at a rate of \$0.0765/kWh. All ECM savings are calculated at this rate.

- Administration and Police
 - Curtail personal space heaters, which are energy-intensive fire hazards that interfere with the central HVAC controls.
 - Prioritize the efficient operation and thorough monitoring of this facility's Building Automation System (BAS).
 - Examine heat pump options when the Rooftop Units (RTUs) reach end-of-life.
- Skatium Ice Rink
 - Reduce space heating loads and ice-making demands by lowering rink air temperature.
 - Repair or replace the ceiling reflective material to minimize refrigeration loads, improve lighting, and reduce ceiling condensation.
 - Reduce receptacle energy use by automating vending machine and arcade game power switches.
 - Replace all remaining non-LED lights with LEDs.
 - Use timers and vacancy sensors to turn off or dim lighting in vacant spaces.
 - Insulate brine pump housings to reduce heat loss and prevent pump damage.
 - Improve water treatment to remove impurities that cause reduced freezing temperatures.
 - Capture waste heat from the chillers for e.g. space heat, Zamboni water, and snow melting.
 - Upgrade pneumatics and manual controls with programmable electronic controls and VFDs.
 - Repair or replace Munters ERV.
 - Replace boilers at end-of-life with high efficiency condensing boilers and downsize if possible.



- Replace chillers and cooling towers at end-of-life with high efficiency, variable-speed fans and chillers with heat recovery, and run cooling towers in parallel to maximize efficiency.
- Evaluate synthetic ice.
- Public Works
 - Replace all non-LED interior and exterior lighting with LEDs.
 - Periodically check thermostat and fan settings or install programmable thermostats.
 - Replace existing heating and cooling systems with heat pumps.
- CREC
 - Replace all non-LED interior and exterior lighting with LEDs.
 - Prioritize the efficient operation and thorough monitoring of this facility's BAS.
- Quatrani Building
 - Replace all non-LED lighting with LEDs.
 - Consider using heat pumps for primary heating and cooling.
- Parks Maintenance Shop
 - Replace all non-LED lighting with LEDs.
 - Consider using heat pumps for primary heating and cooling.

Table 1: ECM Summary - all sites

| # | Energy Conservation Measure | SAVINGS | | | | | | % Energy Savings by Bldg | % Cost Savings by Bldg | % Energy Savings - All Bldgs | % Cost Savings - All Bldgs | PROJECT COST | | |
|--|--|-------------------|-------------------|----------------|--------------------|------------------|----------------|--------------------------|------------------------|------------------------------|----------------------------|---------------------|---------------------|---------------|
| | | Electricity [kWh] | Natural Gas [cfd] | Fuel Oil [gal] | Site Energy [MBtu] | Energy Cost [\$] | Water [gal] | | | | | Est. Cost [\$] | Est. Incentive [\$] | Payback [yrs] |
| ADMIN/POLICE | | | | | | | | | | | | | | |
| A01 | Current personal space heaters | 24,680 | - | - | 84 | \$ 1,587 | - | 2.4% | 1.6% | 0.5% | 0.7% | \$ - | \$ - | - |
| A02 | BAS optimization | 6,890 | 866 | - | 110 | \$ 1,333 | - | 3.2% | 2.5% | 0.7% | 0.9% | \$ - | \$ - | - |
| A03 | RFLU to RFLS at end-of-life | 133,380 | 17,720 | - | 1,317 | \$ 6,718 | - | 37.7% | 13.4% | 8.5% | 3.2% | \$ 297,000 | \$ - | 35.1 |
| Total - Admin/Police, excl. ECM A03 | | 31,019 | 866 | - | 194 | \$ 3,220 | - | 5.6% | 6.4% | 1.2% | 1.3% | \$ - | \$ - | - |
| SKATUM | | | | | | | | | | | | | | |
| S01 | Reduce issue time | 46,003 | 912 | - | 211 | \$ 4,005 | - | 2.0% | 3.3% | 0.6% | 1.0% | \$ - | \$ - | - |
| S02 | Repair/replace insulated reflective ceiling material | 12,722 | - | - | 42 | \$ 939 | - | 0.2% | 0.2% | 0.2% | 0.2% | \$ 100 | \$ - | - |
| S03 | Ventilating machine lights on timers/main switch | 19,060 | - | - | 65 | \$ 1,458 | - | 0.3% | 1.7% | 0.4% | 0.6% | \$ 1,000 | \$ - | 0.7 |
| S04 | LED lights in support spaces | 31,757 | - | - | 106 | \$ 2,430 | - | 1.3% | 1.9% | 0.7% | 1.0% | \$ 4,000 | \$ 1,000 | 1.2 |
| S05 | Automatic lighting controls | 7,912 | - | - | 27 | \$ 600 | - | 0.3% | 0.5% | 0.2% | 0.2% | \$ 4,000 | \$ 715 | 6.2 |
| S06 | Improve boiler burner insulation | 6,113 | - | - | 21 | \$ 418 | - | 0.2% | 0.4% | 0.1% | 0.2% | \$ 5,000 | \$ - | 10.7 |
| S07 | Water purification | 15,393 | - | - | 49 | \$ 1,401 | - | 0.3% | 1.2% | 0.4% | 0.6% | \$ 100 | \$ - | - |
| S08 | Chiller/ERV heat recovery/zamboni water, snowmelt | - | 10,844 | - | 1,082 | \$ 16,534 | 175,000 | 13.1% | 8.7% | 7.6% | 4.9% | \$ 107,000 | \$ - | 0.9 |
| S09 | Upgrade controls | 291,102 | 2,060 | - | 1,178 | \$ 23,818 | - | 11.3% | 10.1% | 7.6% | 6.9% | \$ 123,000 | \$ 21,626 | 4.1 |
| S10 | Repair/replace ERV | 12,600 | 524 | - | 126 | \$ 1,809 | - | 1.5% | 1.4% | 0.8% | 0.7% | \$ 71,000 | \$ 1,400 | 39.6 |
| S11 | Replace boilers | - | 2,813 | - | 281 | \$ 2,813 | - | 3.4% | 2.3% | 1.3% | 1.3% | \$ 77,000 | \$ - | 24.4 |
| S12 | Replace chillers and cooling towers | 131,543 | - | - | 489 | \$ 10,044 | - | 5.4% | 6.1% | 4.6% | 4.6% | \$ 786,100 | \$ 4,000 | 78.0 |
| S13 | Synthetic ice | 954,006 | 21,370 | - | 5,651 | \$ 26,916 | - | 34.6% | 77.4% | 35.3% | 35.6% | \$ 780 | \$ - | - |
| Total - Skatum, excl. ECM-S13 | | 570,319 | 17,694 | - | 3,669 | \$ 60,715 | 175,000 | 44.3% | 48.6% | 23.5% | 23.9% | \$ 678,000 | \$ 31,229 | 16.7 |
| PUBLIC WORKS | | | | | | | | | | | | | | |
| PW01 | LED lighting upgrade | 60,033 | - | - | 205 | \$ 4,592 | - | 18.3% | 19.5% | 1.8% | 1.8% | \$ 38,000 | \$ 6,756 | 6.4 |
| PW02 | Improve unit heater controls | 3,828 | - | - | 34 | \$ 756 | - | 3.0% | 3.2% | 0.2% | 0.2% | \$ 2,000 | \$ 989 | 1.3 |
| PW03a | Replace boiler with heat pump | 11,348 | - | 1,348 | 289 | \$ 3,216 | - | 13.0% | 14.1% | 0.9% | 1.2% | \$ 10,000 | \$ 80 | 4.9 |
| PW03b | Replace unit heaters and window ACs with heat pumps | 64,668 | - | - | 771 | \$ 4,947 | - | 19.6% | 21.0% | 1.4% | 1.9% | \$ 75,000 | \$ 190 | 6.9 |
| Total - Public Works | | 122,729 | - | 1,845 | 695 | \$ 13,600 | - | 33.8% | 37.9% | 3.9% | 5.4% | \$ 80,000 | \$ 10,015 | 5.1 |
| CREC | | | | | | | | | | | | | | |
| C01 | Complete LED lighting upgrade | 23,722 | - | - | 81 | \$ 1,815 | - | 3.4% | 3.7% | 0.5% | 0.7% | \$ 100 | \$ - | - |
| C02 | BAS optimization | 7,601 | - | - | 26 | \$ 581 | - | 1.4% | 1.2% | 0.2% | 0.3% | \$ - | \$ - | - |
| Total - CREC | | 31,323 | - | - | 107 | \$ 2,396 | - | 4.7% | 4.9% | 0.7% | 0.9% | \$ - | \$ - | - |
| QUATRANI BUILDING | | | | | | | | | | | | | | |
| Q01 | LED lighting upgrade | 3,310 | - | - | 11 | \$ 259 | - | 5.8% | 10.7% | 0.1% | 0.1% | \$ 1,000 | \$ 900 | 0.4 |
| Q02 | Replace gas-fired HVAC equipment and window ACs w/ HPs | 18,038 | 1,360 | - | 107 | \$ 617 | - | 34.5% | 26.4% | 0.7% | 0.3% | \$ 36,000 | \$ 611 | 54.7 |
| Total - Quatrani | | 15,219 | 1,360 | - | 118 | \$ 500 | - | 60.7% | 36.7% | 0.8% | 0.4% | \$ 37,000 | \$ 1,511 | 39.4 |
| PARKS MAINTENANCE SHOP | | | | | | | | | | | | | | |
| P01 | LED lighting upgrade | 13,224 | - | - | 45 | \$ 1,012 | - | 25.2% | 23.2% | 0.9% | 0.9% | \$ 11,000 | \$ 2,740 | 9.2 |
| P02 | High efficiency heat pumps | 11,179 | - | - | 38 | \$ 828 | - | 19.8% | 19.6% | 0.2% | 0.2% | \$ 3,000 | \$ 1,101 | 11.4 |
| Total - Parks Maintenance Shop | | 24,399 | - | - | 83 | \$ 1,896 | - | 47.8% | 42.8% | 0.9% | 0.7% | \$ 20,000 | \$ 2,890 | 9.2 |
| Grand Total (Excl. ECM-S13) | | 1,174,220 | 17,694 | - | 5,744 | \$ 26,916 | 175,000 | 34.6% | 37.7% | 24.2% | 24.2% | \$ 1,174,220 | \$ 67,729 | 16.7 |

Table 2: Renewable energy measures - all sites

| # | Renewable Energy Measure | System Size [kW] | Est. Footprint [sq ft] | Est. Energy [kWh/yr] | Cost Savings [\$ / yr] | Est. Cost @ \$2,500/kW w/ 30% IRA credit [\$] | Est. SREC Revenue [\$ / yr] | Payback [yrs] |
|--------------|--------------------------|------------------|------------------------|----------------------|------------------------|---|-----------------------------|---------------|
| A04 | Rooftop solar | 114 | 6,180 | 152,481 | \$ 11,695 | \$ 289,500 | \$ 6,089 | 11.2 |
| S14 | Rooftop solar | 215 | 30,000 | 562,788 | \$ 43,053 | \$ 726,250 | \$ 22,512 | 11.1 |
| PW04a | Large shed 1 | 120 | 9,376 | 172,424 | \$ 13,191 | \$ 227,100 | \$ 6,897 | 11.4 |
| PW04b | Large shed 2 | 152 | 13,067 | 240,244 | \$ 18,379 | \$ 218,500 | \$ 9,610 | 11.4 |
| PW04c | New garage south face | 70 | 7,035 | 97,458 | \$ 7,856 | \$ 49,000 | \$ 1,490 | 11.1 |
| PW04d | Garages | 124 | 9,150 | 168,210 | \$ 12,868 | \$ 224,000 | \$ 6,729 | 11.1 |
| C03 | Rooftop solar | 200 | 10,850 | 381,638 | \$ 29,213 | \$ 507,500 | \$ 15,275 | 11.4 |
| Total | | 795 | 76,458 | 1,572,844 | \$ 121,112 | \$ 2,012,350 | \$ 62,703 | 11.2 |

Practical Energy Solutions

a division of Spotts, Stevens and McCoy

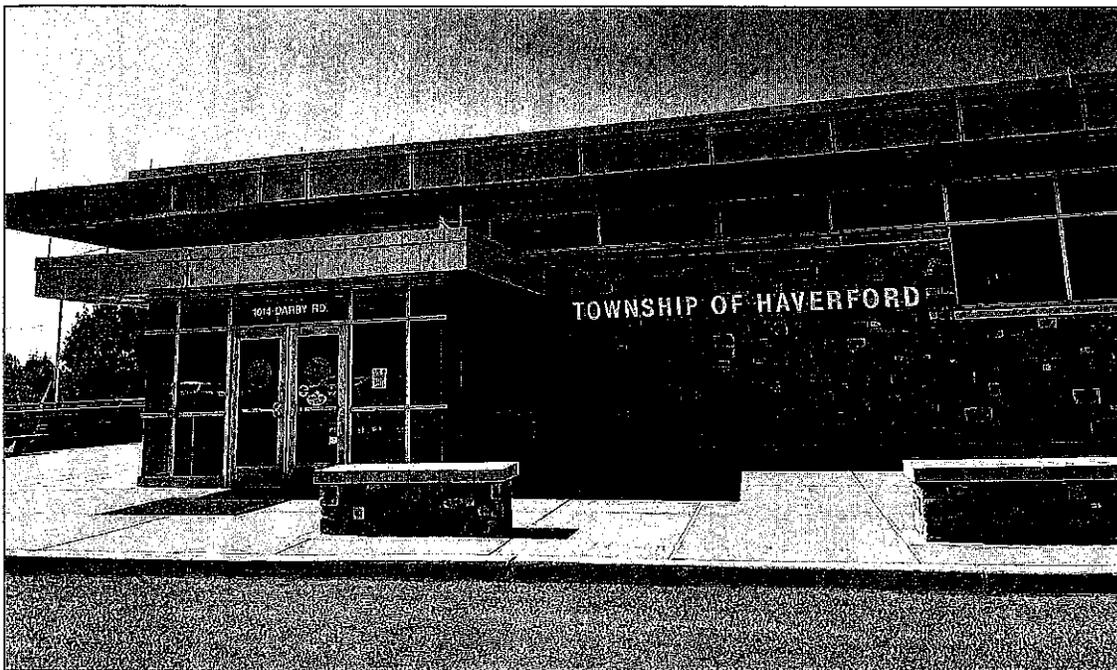
101 East Evans Street, Suite #2 > West Chester PA 19380

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ENERGY AUDIT FOR MUNICIPAL FACILITIES

Township of Haverford, PA



Original Date: November 1, 2022

Updated: January 3, 2023

SSM File: 110362.0001

Submitted by: Ben Pressman, P.E.

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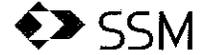


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| Parks Maintenance Shop – 600 Glendale Road | 45 |



Executive Summary

Haverford Township contracted with Practical Energy Solutions (PES), a division of Spotts, Stevens, and McCoy (SSM), to perform energy assessments of several township facilities and identify opportunities to improve energy performance and further the township's commitment to greenhouse gas reduction and clean energy.

PES performed ASHRAE Level 1 energy audits at the following facilities on August 4, 2022:

- Administration and Police (47,434 ft²) – 1010/1014 Darby Road
- Skatium Ice Rink (33,000 ft²) – 1002 Darby Road
- Public Works (47,521 ft²) – 1 Hilltop Road
- Community Recreation and Environmental Center (53,538 ft²) – 9000 Parkview Drive
- Quatrani Building (2,873 ft²) – 2325 Darby Road
- Parks Maintenance Shop (635 ft²) – 600 Glendale Road

Total annual energy costs for the investigated buildings was about \$260,000 over the past year (ending July 2022), with electricity accounting for 79%, natural gas for 19%, and fuel oil for 2%. The measures identified by this study and summarized below could save up to 30% of total annual energy costs, or about \$77,000 annually. The township has recently secured a renewable electricity contract at a rate of \$0.0765/kWh. All ECM savings are calculated at this rate.

- Administration and Police
 - Curtail personal space heaters, which are energy-intensive fire hazards that interfere with the central HVAC controls.
 - Prioritize the efficient operation and thorough monitoring of this facility's Building Automation System (BAS).
 - Examine heat pump options when the Rooftop Units (RTUs) reach end-of-life.
- Skatium Ice Rink
 - Reduce space heating loads and ice-making demands by lowering rink air temperature.
 - Repair or replace the ceiling reflective material to minimize refrigeration loads, improve lighting, and reduce ceiling condensation.
 - Reduce receptacle energy use by automating vending machine and arcade game power switches.
 - Replace all remaining non-LED lights with LEDs.
 - Use timers and vacancy sensors to turn off or dim lighting in vacant spaces.
 - Insulate brine pump housings to reduce heat loss and prevent pump damage.
 - Improve water treatment to remove impurities that cause reduced freezing temperatures.
 - Capture waste heat from the chillers for e.g. space heat, Zamboni water, and snow melting.
 - Upgrade pneumatics and manual controls with programmable electronic controls and VFDs.
 - Repair or replace Munters ERV.
 - Replace boilers at end-of-life with high efficiency condensing boilers and downsize if possible.



- Replace chillers and cooling towers at end-of-life with high efficiency, variable-speed fans and chillers with heat recovery, and run cooling towers in parallel to maximize efficiency.
- Evaluate synthetic ice.
- Public Works
 - Replace all non-LED interior and exterior lighting with LEDs.
 - Periodically check thermostat and fan settings or install programmable thermostats.
 - Replace existing heating and cooling systems with heat pumps.
- CREC
 - Replace all non-LED interior and exterior lighting with LEDs.
 - Prioritize the efficient operation and thorough monitoring of this facility's BAS.
- Quatrani Building
 - Replace all non-LED lighting with LEDs.
 - Consider using heat pumps for primary heating and cooling.
- Parks Maintenance Shop
 - Replace all non-LED lighting with LEDs.
 - Consider using heat pumps for primary heating and cooling.

Table 1: ECM Summary - all sites

| # | Energy Conservation Measure | SAVINGS | | | | | | % Energy Savings by Bldg | % Cost Savings by Bldg | % Energy Savings - All Bldgs | % Cost Savings - All Bldgs | PROJECT COST | | |
|-------------------------------------|--|-------------------|-------------------|----------------|--------------------|------------------|-------------|--------------------------|------------------------|------------------------------|----------------------------|----------------|---------------------|---------------|
| | | Electricity [kWh] | Natural Gas [cfd] | Fuel Oil [gpi] | Site Energy [Mbtu] | Energy Cost [\$] | Water [gal] | | | | | Est. Cost [\$] | Est. Incentive [\$] | Payback [yrs] |
| ADMIN/POLICE | | | | | | | | | | | | | | |
| A01 | Carroll personal space heaters | 24,664 | - | - | 41 | \$ 329 | - | 0.3% | 0.0% | 0.3% | 0.0% | \$ - | \$ - | - |
| A02 | BAS optimization | 6,360 | 866 | - | 110 | \$ 1,333 | - | 3.2% | 2.6% | 0.7% | 0.5% | \$ - | \$ - | - |
| A03 | RTUs to HPs at End-of-Life | (138,280) | 17,720 | - | (1,317) | \$ 6,748 | - | (9.7%) | (13.7%) | (8.5%) | (2.7%) | \$ 237,000 | \$ - | 35.1 |
| Total - Admin/Police, excl. ECM A03 | | 31,019 | 886 | - | 184 | \$ 3,220 | - | 5.6% | 6.4% | 1.2% | 1.3% | \$ - | \$ - | - |
| SKATUM | | | | | | | | | | | | | | |
| S01 | Reduce space temp. | 76,073 | 512 | - | 211 | \$ 4,057 | - | 2.0% | 2.3% | 1.4% | 1.0% | \$ - | \$ - | - |
| S02 | Repair/replace insulated and reflective ceiling material | 12,272 | - | - | 41 | \$ 329 | - | 0.3% | 0.3% | 0.3% | 0.3% | \$ 480 | \$ - | - |
| S03 | Wendy's machine lights on timers/main switch | 19,069 | - | - | 65 | \$ 1,432 | - | 1.8% | 1.7% | 0.4% | 0.6% | \$ 1,000 | \$ - | 0.7 |
| S04 | LED lights in support spaces | 31,767 | - | - | 108 | \$ 2,320 | - | 1.5% | 1.5% | 0.7% | 1.0% | \$ 4,000 | \$ 1,000 | 1.2 |
| S05 | Automatic lighting controls | 7,972 | - | - | 37 | \$ 608 | - | 0.3% | 0.3% | 0.2% | 0.2% | \$ 4,000 | \$ 225 | 6.2 |
| S06 | Improve brine pump insulation | 6,113 | - | - | 21 | \$ 408 | - | 0.2% | 0.4% | 0.1% | 0.2% | \$ 5,000 | \$ - | 16.7 |
| S07 | Water purification | 16,393 | - | - | 63 | \$ 1,407 | - | 0.3% | 1.1% | 0.4% | 0.6% | \$ 1,000 | \$ - | - |
| S08 | Chiller/RV heat recovery; rainbow water; snow melt | - | 10,944 | - | 1,294 | \$ 10,550 | 175,000 | 18.1% | 2.7% | 7.0% | 4.3% | \$ 107,000 | \$ - | 9.0 |
| S09 | Upgrade controls | 23,112 | 2,050 | - | 1,172 | \$ 23,510 | - | 14.3% | 19.1% | 7.6% | 9.4% | \$ 123,000 | \$ 31,626 | 4.1 |
| S10 | Repair/replace RV | 12,800 | 824 | - | 126 | \$ 1,893 | - | 1.5% | 1.4% | 0.5% | 0.7% | \$ 71,000 | \$ 1,400 | 38.0 |
| S11 | Replace boilers | - | 2,813 | - | 291 | \$ 2,813 | - | 3.4% | 2.3% | 1.8% | 1.1% | \$ 76,000 | \$ - | 27.4 |
| S12 | Replace chillers and cooling towers | 131,638 | - | - | 449 | \$ 10,663 | - | 5.4% | 8.1% | 7.9% | 4.0% | \$ 786,000 | \$ 4,000 | 28.0 |
| S13 | Synthetic ice | 950,008 | 24,329 | - | 9,281 | \$ 95,616 | - | 66.6% | 77.4% | 36.3% | 38.0% | \$ 780 | \$ - | - |
| Total - Skatium, excl. ECM S13 | | 570,319 | 17,081 | - | 9,691 | \$ 60,715 | 175,000 | 44.3% | 48.0% | 23.5% | 23.9% | \$ 678,000 | \$ 31,258 | 40.7 |
| PUBLIC WORKS | | | | | | | | | | | | | | |
| PW01 | LED lighting upgrade | 60,073 | - | - | 205 | \$ 4,592 | - | 18.2% | 19.5% | 1.3% | 1.8% | \$ 38,000 | \$ 8,758 | 6.4 |
| PW02 | Improve upli heater controls | 8,820 | - | - | 34 | \$ 756 | - | 3.0% | 3.2% | 0.2% | 0.3% | \$ 2,600 | \$ 589 | 1.3 |
| PW03a | Replace boiler with heat pump | (11,828) | - | - | (145) | \$ 3,306 | - | (13.0%) | (16.1%) | (0.9%) | (1.3%) | \$ 15,000 | \$ 301 | 4.5 |
| PW03b | Replace unit heaters and window ACs with heat pumps | 81,663 | - | - | 271 | \$ 4,847 | - | 19.8% | 21.0% | 1.6% | 1.9% | \$ 25,000 | \$ 150 | 5.0 |
| Total - Public Works | | 127,728 | - | - | 465 | \$ 13,001 | - | 53.0% | 57.7% | 3.9% | 5.0% | \$ 80,000 | \$ 10,015 | 5.1 |
| CREC | | | | | | | | | | | | | | |
| C01 | Complete LED lighting upgrade | 24,722 | - | - | 81 | \$ 1,816 | - | 3.6% | 3.7% | 0.5% | 0.7% | \$ 0 | \$ - | - |
| C02 | BAS optimization | 7,601 | - | - | 26 | \$ 531 | - | 1.4% | 1.2% | 0.2% | 0.2% | \$ - | \$ - | - |
| Total - CREC | | 34,323 | - | - | 107 | \$ 2,386 | - | 4.7% | 4.9% | 0.7% | 0.9% | \$ - | \$ - | - |
| QUATRANI BUILDING | | | | | | | | | | | | | | |
| Q01 | LED lighting upgrade | 3,319 | - | - | 11 | \$ 251 | - | 5.8% | 10.1% | 0.1% | 0.1% | \$ 1,000 | \$ 000 | 0.1 |
| Q02 | Replace gas-fired HVAC equipment and window ACs w/ HPs | (8,280) | 1,300 | - | (97) | \$ 647 | - | (4.5%) | (6.4%) | (0.7%) | (0.7%) | \$ 36,000 | \$ 611 | 54.7 |
| Total - Quatrani | | (5,219) | 1,300 | - | (86) | \$ 500 | - | (0.7%) | (3.7%) | (0.6%) | (0.6%) | \$ 37,000 | \$ 611 | 39.4 |
| PARKS MAINTENANCE SHOP | | | | | | | | | | | | | | |
| P01 | LED lighting upgrade | 13,224 | - | - | 45 | \$ 1,012 | - | 23.2% | 23.2% | 0.3% | 0.4% | \$ 13,000 | \$ 2,740 | 8.2 |
| P02 | High efficiency heat pumps | 11,175 | - | - | 38 | \$ 859 | - | 19.0% | 18.0% | 0.2% | 0.3% | \$ 5,000 | \$ 150 | 30.4 |
| Total - Parks Maintenance Shop | | 24,399 | - | - | 83 | \$ 1,868 | - | 42.8% | 41.8% | 0.5% | 0.7% | \$ 18,000 | \$ 2,890 | 9.7 |

Table 2: Renewable energy measures - all sites

| # | Renewable Energy Measure | System Size [kW] | Est. Footprint [sqft] | Est. Energy [kWh/yr] | Cost Savings [\$/yr] | Est. Cost @ \$2,500/kW w/ 30% IRA credit [\$/yr] | Est. SREC Revenue [\$/yr] | Payback [yrs] |
|------|--------------------------|------------------|-----------------------|----------------------|----------------------|--|---------------------------|---------------|
| A04 | Rooftop solar | 114 | 8,180 | 152,184 | \$ 13,065 | \$ 199,500 | \$ 6,099 | 11.2 |
| S14 | Rooftop solar | 315 | 30,000 | 567,789 | \$ 43,665 | \$ 726,750 | \$ 22,512 | 11.1 |
| PW4a | Large shed 1 | 130 | 9,870 | 172,432 | \$ 15,191 | \$ 221,500 | \$ 6,891 | 11.3 |
| PW4b | Large shed 2 | 102 | 13,000 | 220,244 | \$ 19,379 | \$ 318,500 | \$ 9,610 | 11.4 |
| PW4c | Small garage south face | 76 | 7,036 | 137,482 | \$ 7,686 | \$ 49,000 | \$ 1,479 | 11.2 |
| PW4d | Garages | 128 | 9,120 | 168,210 | \$ 12,938 | \$ 221,000 | \$ 6,728 | 11.1 |
| C03 | Rooftop solar | 270 | 20,850 | 381,868 | \$ 29,213 | \$ 507,500 | \$ 15,275 | 11.4 |



Introduction

Haverford Township contracted with Practical Energy Solutions (PES), a division of Spotts, Stevens, and McCoy (SSM), to perform energy assessments of several township facilities and identify opportunities to improve energy performance and further the township’s commitment to greenhouse gas reduction and clean energy.

PES performed ASHRAE Level 1 energy audits at the following facilities on August 4, 2022:

- Administration and Police (47,434 ft²) – 1010/1014 Darby Road
- Skatium Ice Rink (33,000 ft²) – 1002 Darby Road
- Public Works (47,521 ft²) – 1 Hilltop Road
- Community Recreation and Environmental Center (53,538 ft²) – 9000 Parkview Drive
- Quatrani Building (2,873 ft²) – 2325 Darby Road
- Parks Maintenance Shop (635 ft²) – 600 Glendale Road

For each site, PES gathered information about the existing building systems and operations, performed an analysis of historical utility data and benchmarking with ENERGY STAR’s Portfolio Manager, developed calculations to estimate the energy used by each building system, and generated recommendations to improve energy performance through behavioral, operational, and capital measures. This report also explores incentives and financing strategies for energy efficiency upgrades.

Total annual energy costs for the investigated buildings was about \$260,000 over the past year (ending July 2022), with electricity accounting for 79%, natural gas for 19%, and fuel oil for 2%. The measures described in this report and summarized below could save up to 30% of total annual energy costs, or about \$77,000 annually. The township has recently secured a renewable electricity contract at a rate of \$0.0765/kWh. All ECM savings are calculated at this rate.

Table 3: Utility summary - all sites*

| Site | Electricity | | | Natural Gas | | | Fuel Oil | | | Total Energy | | | | Emissions | | |
|--------------|------------------|-------------------|----------------|---------------|------------------|----------------|--------------|-----------------|----------------|---------------|-------------------|--------------|----------------|-------------------------|------------|----------------|
| | [kWh] | [\$] | [\$/kWh] | [ccf] | [\$] | [\$/ccf] | [gal] | [\$] | [\$/gal] | [MBtu] | [\$] | [kBtu/sf] | [\$/sf] | [Tons CO ₂] | [Cars] | [Acres Forest] |
| Admin/Police | 482,720 | \$ 32,147 | \$ 0.07 | 18,481 | \$ 17,668 | \$ 0.96 | - | \$ - | \$ - | 3,495 | \$ 49,815 | 73.7 | \$ 1.05 | 342 | 67 | 368 |
| Skatium | 1,481,901 | \$ 99,287 | \$ 0.07 | 32,721 | \$ 31,281 | \$ 0.96 | - | \$ - | \$ - | 8,328 | \$ 130,569 | 252.4 | \$ 3.96 | 826 | 162 | 887 |
| Public Works | 280,440 | \$ 19,653 | \$ 0.07 | - | \$ - | \$ - | 1,329 | \$ 4,160 | \$ 3.13 | 1,141 | \$ 23,814 | 24.0 | \$ 0.50 | 152 | 30 | 163 |
| CREC | 660,096 | \$ 48,544 | \$ 0.07 | - | \$ - | \$ - | - | \$ - | \$ - | 2,252 | \$ 48,544 | 40.6 | \$ 0.87 | 304 | 60 | 327 |
| Quatrani | 17,326 | \$ 1,161 | \$ 0.07 | 1,360 | \$ 1,300 | \$ 0.96 | - | \$ - | \$ - | 195 | \$ 2,461 | 67.9 | \$ 0.86 | 16 | 3 | 17 |
| Parks Shop | 49,819 | \$ 4,877 | \$ 0.10 | - | \$ - | \$ - | - | \$ - | \$ - | 170 | \$ 4,877 | - | \$ - | 24 | 5 | 26 |
| TOTAL | 3,972,202 | \$ 260,508 | \$ 0.07 | 52,561 | \$ 50,249 | \$ 0.96 | 1,329 | \$ 4,160 | \$ 3.13 | 11,163 | \$ 157,697 | 370.7 | \$ 1.05 | 1,664 | 327 | 1,777 |

* “Cars” refers to the amount of CO₂ emitted by the equivalent number of passenger cars annually. “Acres Forest” refers to the amount of CO₂ sequestered by the equivalent number of acres of forest annually.



Table 4: ECM summary - all sites*

| # | Energy Conservation Measure | SAVINGS | | | | | | % Energy Savings by Bldg | % Cost Savings by Bldg | % Energy Savings - All Bldgs | % Cost Savings - All Bldgs | PROJECT COST | | |
|--|--|-------------------|-------------------|----------------|--------------------|------------------|-------------|--------------------------|------------------------|------------------------------|----------------------------|----------------|---------------------|---------------|
| | | Electricity (kWh) | Natural Gas (ccf) | Fuel Oil (gal) | Site Energy (MBtu) | Energy Cost (\$) | Water (gal) | | | | | Est. Cost (\$) | Est. Incentive (\$) | Payback (yrs) |
| ADMIN/POLICE | | | | | | | | | | | | | | |
| A01 | Curtain personal space heaters | 24,659 | - | - | 24 | \$ 1,887 | - | 7.4% | 3.6% | 0.5% | 0.7% | \$ - | \$ - | - |
| A02 | BAS optimization | 6,350 | 886 | - | 310 | \$ 1,333 | - | 3.2% | 2.6% | 0.7% | 0.5% | \$ - | \$ - | - |
| A03 | RTUs to HPs at End-of-Life | (133,250) | 17,720 | - | 1,317 | \$ 5,748 | - | 37.7% | 13.4% | 8.5% | 2.7% | \$ 237,000 | \$ - | 38.1 |
| Total - Admin/Police, excl. ECM A03 | | 31,019 | 886 | - | 134 | \$ 3,220 | - | 5.6% | 6.4% | 1.2% | 1.3% | \$ - | \$ - | - |
| SKATIUM | | | | | | | | | | | | | | |
| S01 | Reduce space temp | 46,053 | 542 | - | 211 | \$ 4,065 | - | 2.6% | 3.3% | 1.4% | 1.6% | \$ - | \$ - | - |
| S02 | Repair/replace insulated reflective ceiling material | 12,272 | - | - | 42 | \$ 939 | - | 0.5% | 0.6% | 0.3% | 0.2% | \$ 760 | \$ - | - |
| S03 | Vending machine lights on timers/main switch | 10,060 | - | - | 65 | \$ 1,458 | - | 0.8% | 1.2% | 0.4% | 0.8% | \$ 1,000 | \$ - | 0.7 |
| S04 | LED lights in support spaces | 31,257 | - | - | 203 | \$ 2,430 | - | 1.3% | 1.5% | 0.7% | 1.0% | \$ 4,000 | \$ 1,000 | 1.2 |
| S05 | Automatic lighting controls | 7,942 | - | - | 27 | \$ 600 | - | 0.3% | 0.3% | 0.2% | 0.2% | \$ 4,000 | \$ 225 | 6.2 |
| S06 | Improve brine pump insulation | 6,113 | - | - | 21 | \$ 458 | - | 0.3% | 0.4% | 0.1% | 0.2% | \$ 5,000 | \$ - | 10.7 |
| S07 | Water purification | 18,393 | - | - | 63 | \$ 1,407 | - | 0.8% | 1.1% | 0.4% | 0.6% | \$ 760 | \$ - | - |
| S08 | Chiller/ERV heat recovery: zamboni water, snow melt | - | 10,844 | - | 1,084 | \$ 10,844 | 175,000 | 13.1% | 8.7% | 7.0% | 4.3% | \$ 107,000 | \$ - | 9.8 |
| S09 | Upgrade controls | 284,412 | 2,060 | - | 1,176 | \$ 23,818 | - | 14.3% | 19.1% | 7.6% | 9.4% | \$ 123,000 | \$ 24,626 | 4.1 |
| S10 | Repair/replace ERV | 12,800 | 824 | - | 126 | \$ 1,803 | - | 1.0% | 1.4% | 0.8% | 0.7% | \$ 11,000 | \$ 1,400 | 38.6 |
| S11 | Replace boilers | - | 2,813 | - | 281 | \$ 2,813 | - | 3.4% | 2.8% | 1.8% | 1.1% | \$ 77,000 | \$ - | 27.4 |
| S12 | Replace chillers and cooling towers | 131,538 | - | - | 449 | \$ 10,063 | - | 5.4% | 8.1% | 2.9% | 4.0% | \$ 286,000 | \$ 4,000 | 28.0 |
| S13 | Synthetic Ice | 944,026 | 24,399 | - | 5,621 | \$ 96,616 | - | 68.8% | 77.4% | 36.3% | 38.0% | \$ 780 | \$ - | - |
| Total - Skatium, excl. ECM-S13 | | 570,349 | 17,084 | - | 3,654 | \$ 60,715 | 175,000 | 44.3% | 48.8% | 23.5% | 23.9% | \$ 678,000 | \$ 31,259 | 10.7 |
| PUBLIC WORKS | | | | | | | | | | | | | | |
| PW01 | LED lighting upgrade | 60,023 | - | - | 205 | \$ 4,592 | - | 18.2% | 19.5% | 1.3% | 1.8% | \$ 38,000 | \$ 8,756 | 6.4 |
| PW02 | Improve unit heater controls | 9,856 | - | - | 34 | \$ 756 | - | 3.0% | 3.2% | 0.2% | 0.3% | \$ 2,000 | \$ - | 1.3 |
| PW03a | Replace boiler with heat pump | (11,808) | - | 1,316 | 346 | \$ 3,304 | - | 12.0% | 14.1% | 0.9% | 1.3% | \$ 14,000 | \$ 80 | 4.1 |
| PW03b | Replace unit heaters and window ACs with heat pumps | 64,668 | - | - | 223 | \$ 1,947 | - | 19.6% | 21.6% | 1.4% | 1.9% | \$ 25,000 | \$ 150 | 5.8 |
| Total - Public Works | | 122,729 | - | 1,316 | 605 | \$ 13,600 | - | 53.8% | 57.9% | 3.9% | 5.4% | \$ 80,000 | \$ 18,015 | 5.1 |
| CREC | | | | | | | | | | | | | | |
| C01 | Complete LED lighting upgrade | 23,722 | - | - | 81 | \$ 1,815 | - | 3.6% | 3.7% | 0.5% | 0.7% | \$ 760 | \$ - | - |
| C02 | BAS optimization | 7,601 | - | - | 26 | \$ 561 | - | 1.1% | 1.2% | 0.2% | 0.2% | \$ - | \$ - | - |
| Total - CREC | | 31,323 | - | - | 107 | \$ 2,396 | - | 4.7% | 4.9% | 0.7% | 0.9% | \$ - | \$ - | - |
| QUATRANI BUILDING | | | | | | | | | | | | | | |
| Q01 | LED lighting upgrade | 3,316 | - | - | 11 | \$ 254 | - | 5.8% | 10.4% | 0.1% | 0.1% | \$ 1,000 | \$ 900 | 0.4 |
| Q02 | Replace gas fired HVAC equipment and window ACs w/ HPs | (9,538) | 1,360 | - | 107 | \$ 647 | - | 52.9% | 26.4% | 0.7% | 0.3% | \$ 36,000 | \$ 611 | 54.7 |
| Total - Quatrani | | (6,222) | 1,360 | - | 118 | \$ 393 | - | 60.7% | 36.7% | 0.8% | 0.4% | \$ 37,000 | \$ 1,511 | 39.4 |
| PARKS MAINTENANCE SHOP | | | | | | | | | | | | | | |
| P01 | LED lighting upgrade | 13,224 | - | - | 45 | \$ 1,012 | - | 23.2% | 23.2% | 0.3% | 0.4% | \$ 11,000 | \$ 2,749 | 8.2 |
| P02 | High efficiency heat pumps | 11,175 | - | - | 38 | \$ 855 | - | 19.6% | 19.6% | 0.2% | 0.3% | \$ 9,000 | \$ 150 | 10.4 |
| Total - Parks Maintenance Shop | | 24,399 | - | - | 83 | \$ 1,866 | - | 47.8% | 42.8% | 0.5% | 0.7% | \$ 20,000 | \$ 2,899 | 9.2 |

*Project costs are roughly estimated using construction cost estimating guides and PES's experience, and include the total estimated project cost. For large HVAC replacement measures occurring at end-of-life, the "premium" cost difference between standard- and high-efficiency equipment is often less than five years.

Table 5: Renewable energy measures - all sites

| # | Renewable Energy Measure | System Size (kW) | Est. Footprint (sq ft) | Est. Energy (kWh/yr) | Cost Savings (\$/yr) | Est. Cost @ \$2,500/kw w/ 30% IRA credit (\$) | Est. SREC Revenue (\$/yr) | Payback (yrs) |
|------|--------------------------|------------------|------------------------|----------------------|----------------------|---|---------------------------|---------------|
| A04 | Rooftop solar | 114 | 8,180 | 152,484 | \$ 11,665 | \$ 199,500 | \$ 6,099 | 11.2 |
| S14 | Rooftop solar | 415 | 30,000 | 562,788 | \$ 43,053 | \$ 726,250 | \$ 22,512 | 11.1 |
| PW4a | Large shed 1 | 130 | 9,375 | 172,432 | \$ 13,191 | \$ 227,500 | \$ 6,897 | 11.3 |
| PW4b | Large shed 2 | 182 | 13,067 | 240,244 | \$ 18,379 | \$ 318,500 | \$ 9,610 | 11.4 |
| PW4c | New garage south face | 28 | 2,035 | 37,468 | \$ 2,866 | \$ 49,000 | \$ 1,499 | 11.2 |
| PW4d | Garages | 128 | 9,150 | 168,210 | \$ 12,868 | \$ 224,000 | \$ 6,728 | 11.4 |
| C03 | Rooftop solar | 250 | 20,850 | 391,868 | \$ 29,213 | \$ 507,500 | \$ 15,275 | 11.4 |



Administration and Police Building – 1010, 1014 Darby Road

Facility Overview

The two-story Haverford Township Administration and Police building was opened in 2017 and incorporates several “green” building techniques including white and green roofs, LED lighting and daylight optimization, and high efficiency HVAC equipment. Administrative offices and meeting rooms occupy the top floor and operate on a typical weekly office schedule, with additional evening and weekend meetings as scheduled. The lower floor contains the police department and operates continuously, although occupancy is somewhat intermittent and it is rarely fully occupied. Mechanical systems include two Aerco BMK750 condensing gas-fired hot water boilers with two 2 HP circulating pumps, three Daikin DPS gas/DX rooftop units serving VAV units with hot water reheat in the admin, police, and lobby/meeting room areas, and three Daikin RK18 split-system air conditioners serving the electrical and server rooms. All equipment was installed in 2017, is in good condition, and met or exceeded the ASHRAE energy standards at the time. A Trane Tracer Building Automation System (BAS) provides Direct Digital Control of all mechanical equipment.

Utility Analysis and Benchmarking

The Administration and Police building has energy efficient building systems and a DDC building automation system, so it is expected to have exceptional energy performance compared to other mixed-use Admin/Police stations. As with all buildings, tracking and periodically reviewing the utility history is essential for maintaining long-term energy performance. Three years of electricity data were available for this facility, but natural gas data has not yet been received. For the purposes of this analysis, natural gas consumption is estimated based on the installed gas-fired equipment and approximate operating schedules. The natural gas rate is based on the regional average rate as reported by ENERGY STAR Target Finder (\$0.956/ccf).

Table 6: Utility summary - Admin/Police Building

| Start Date | End Date | Electricity | | | Natural Gas | | | Energy | | | |
|------------|-----------|-------------|-----------|----------|-------------|-----------|----------|--------|-----------|---------|---------|
| | | [kWh] | [\$] | [\$/kWh] | [ccf] | [\$] | [\$/ccf] | [MBtu] | [\$] | kBtu/sf | \$/sf |
| 7/1/2019 | 6/30/2020 | 498,240 | \$ 33,629 | \$ 0.067 | 18,481 | \$ 17,668 | \$ 0.956 | 3,548 | \$ 51,297 | 74.8 | \$ 1.08 |
| 7/1/2020 | 6/30/2021 | 493,280 | \$ 33,739 | \$ 0.068 | 18,481 | \$ 17,668 | \$ 0.956 | 3,531 | \$ 51,407 | 74.4 | \$ 1.08 |
| 7/1/2021 | 6/30/2022 | 482,720 | \$ 32,147 | \$ 0.067 | 18,481 | \$ 17,668 | \$ 0.956 | 3,495 | \$ 49,815 | 73.7 | \$ 1.05 |
| AVERAGE | | 491,413 | \$ 32,943 | \$ 0.067 | 18,481 | \$ 17,668 | \$ 0.956 | 3,525 | \$ 50,840 | 74.3 | \$ 1.07 |

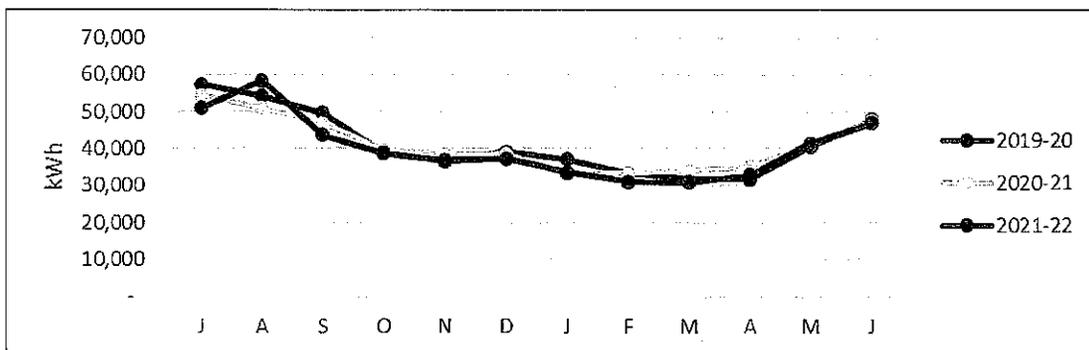


Figure 1: Monthly electricity consumption – Admin/Police Building



Total energy costs likely average around \$51,000 per year, with electricity accounting for about 65% and natural gas for 35%. Monthly electricity consumption has been remarkably consistent over the past three years, indicating good and consistent control of building systems. There is an expected summer peak due to space cooling, but an increase during the winter months may indicate electric space heat, such as personal heaters. This may require further investigation, but these devices are extremely energy-intensive, can interfere with the building's central HVAC controls, and are dangerous fire hazards.

Natural gas is used for domestic hot water and space heating, so there is expected to be some year-round use with the majority of consumption during the heating season.

As part of this energy assessment, PES created an ENERGY STAR Portfolio Manager account for each site, including all received utility data and building information gathered during the site visit. Portfolio Manager is a powerful benchmarking tool that helps track and record utility data as well as providing energy performance comparisons to a national database of similar buildings. Certain facilities can receive an ENERGY STAR score from 1-100, providing a simple way to evaluate and track the building's energy performance over time.

The Admin/Police building is not eligible for an ENERGY STAR score because the police station, which makes up approximately 50% of the floor area, is not a property type with sufficient national data for similar facilities in the ENERGY STAR Portfolio Manager database. Other metrics, such as the energy and cost intensities (74.3 kBtu/sf and \$1.07/sf, respectively including estimated natural gas consumption), can help facility managers compare this building's energy use to other local admin/police facilities.

Electricity consumed on-site generates greenhouse gas emissions and other pollutants at the power plant, especially plants powered by fossil fuels, including carbon dioxide, nitrous oxide, sulfur oxides, mercury, and lead. On-site fossil fuel consumption such as natural gas, propane, or fuel oil releases many of these same pollutants, although the transmission losses are typically much lower than electricity. Any reduction in energy consumption or conversion to renewable energy will reduce these pollutants and conserve natural resources.

Tracking CO₂ emissions and other air pollutants can help Haverford Township assess its carbon footprint and the local, national, and global cost of carbon as well as promoting environmental stewardship among the community. Based on the average energy usage shown in Table 6, this site produces approximately 342 tons of CO₂ per year, the annual emissions equivalent of about 67 passenger cars or the amount of CO₂ absorbed by 368 acres of forest per year.¹

Energy End-Use Analysis

PES developed a spreadsheet-based model of each facility to determine how different systems use energy at the sites throughout the year, and to help us quickly compare both short- and long-term energy efficiency and conservation measures. Calculations are based on the site visit observations, equipment inventories, and utility analysis. The figures and values below, as well as the values used in the following energy conservation measures, are based on this model. The following figures show the estimated breakdown of energy end-uses

¹ Based on EPA's Greenhouse Gas Equivalencies Calculator



by electricity and natural gas as well as the estimated monthly trends of energy consumption by end-use for the entire site.

The boilers may be the largest energy consumers at this facility (51%), although the projected energy usage must still be correlated to actual gas consumption. Receptacle equipment (18%) and lighting (13%) are likely the next largest users due to the police station's 24-hour operation. The relatively new and efficient cooling and ventilation systems account for about 12% of total energy use. As mentioned above, the actual utility data suggests that electric space heaters may account for as much as 7% of annual electricity use.

Table 7: Energy end-use breakdown - Admin/Police Building

| ENERGY END-USE | Electricity | | | | Natural Gas | | | | Total Energy | | | |
|------------------|----------------|--------------|------------------|-------------|---------------|--------------|------------------|-------------|--------------|------------------|-------------|-------------|
| | [kWh] | [MBtu] | [\$] | [% Energy] | [ccf] | [MBtu] | [\$] | [% Energy] | [MBtu] | [\$] | [% Energy] | [% Cost] |
| Spc Ht | - | - | \$ - | 0% | 17,720 | 1,772 | \$ 16,941 | 96% | 1,772 | \$ 16,941 | 51% | 34% |
| Spc Ht - Elec | 32,892 | 112 | \$ 2,220 | 7% | - | - | \$ - | 0% | 112 | \$ 2,220 | 3% | 4% |
| Spc Cool | 121,492 | 415 | \$ 8,200 | 25% | - | - | \$ - | 0% | 415 | \$ 8,200 | 12% | 16% |
| HW Pumps | 5,507 | 19 | \$ 372 | 1% | - | - | \$ - | 0% | 19 | \$ 372 | 1% | 1% |
| DHW | - | - | \$ - | 0% | 761 | 76 | \$ 727 | 4% | 76 | \$ 727 | 2% | 1% |
| Int Lts - Police | 95,449 | 326 | \$ 6,442 | 20% | - | - | \$ - | 0% | 326 | \$ 6,442 | 9% | 13% |
| Int Lts - Admin | 45,661 | 156 | \$ 3,082 | 9% | - | - | \$ - | 0% | 156 | \$ 3,082 | 4% | 6% |
| Recp Eqp | 182,645 | 623 | \$ 12,328 | 38% | - | - | \$ - | 0% | 623 | \$ 12,328 | 18% | 25% |
| TOTAL | 355,047 | 1,531 | \$ 30,242 | 100% | 17,720 | 1,848 | \$ 17,668 | 100% | 1,848 | \$ 30,910 | 100% | 100% |

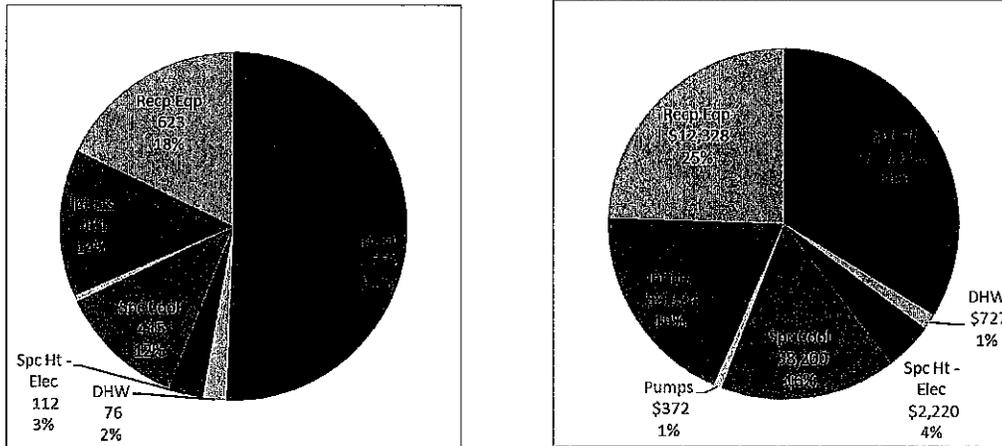


Figure 2: Energy end-uses by total energy (MBtu, left) and cost (right) - Admin/Police Building

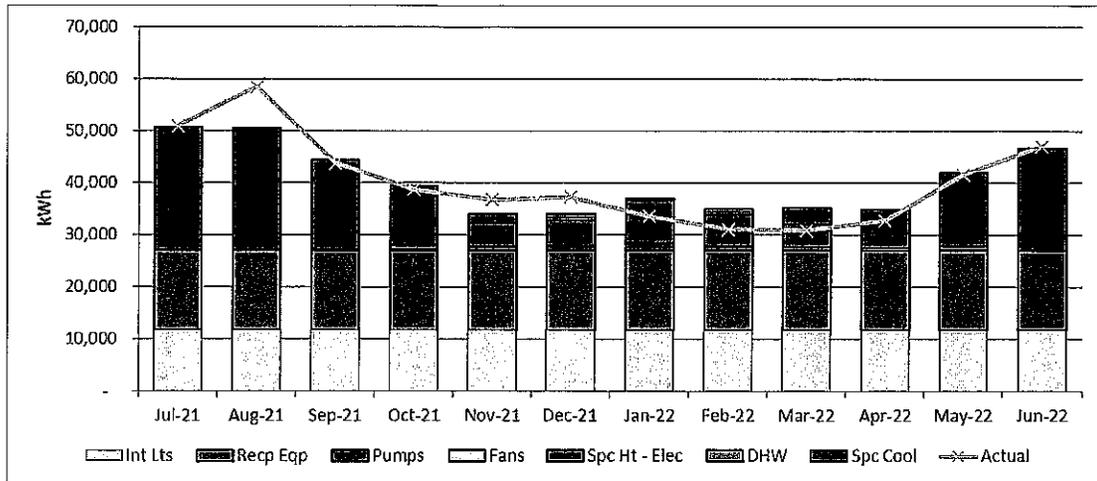


Figure 3: Monthly electricity use (modeled vs. actual) – Admin/Police Building

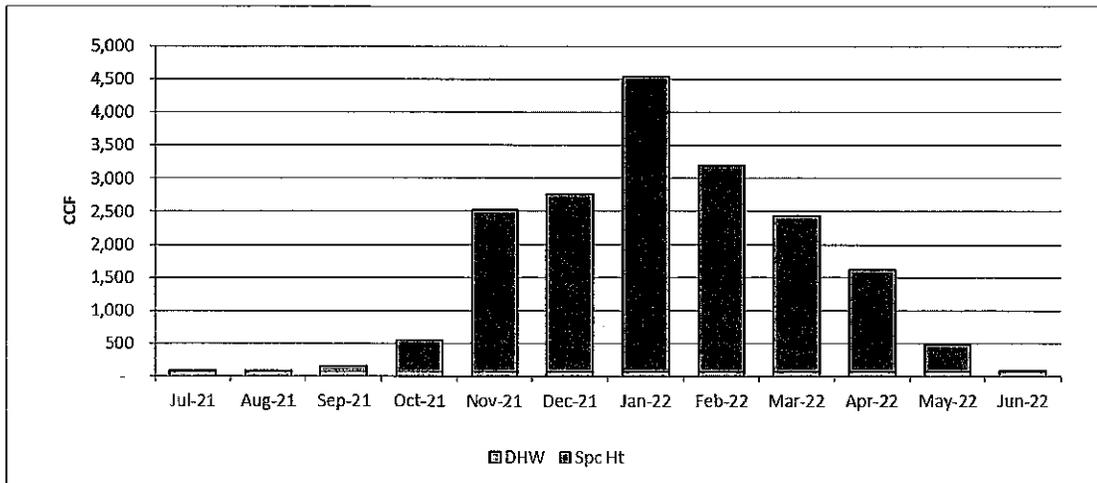


Figure 4: Monthly natural gas use (modeled) – Admin/Police Building



Energy Conservation and Renewable Energy Measures (ECMs)

ECM-A01: Curtail Personal Space Heaters

Personal heaters are energy-intensive fire hazards that interfere with the central HVAC controls

| Existing Conditions | PES's site visit was performed during the summer and personal space heaters were not directly observed, but there is a rise in electricity usage during the heating season that is much larger than the predicted hot water pump electrical use, suggesting that electric space heating may account for up to 7% of annual electricity consumption. | | | | | | | | | | | | | | |
|--------------------------|--|--------------------|-------------------|--------------------|-----------------------|----------------|-----------------------|----------------|--------|---|----|----------|---|------|------|
| ECM Details | Investigate the use of personal space heaters. Consider enacting an energy policy that discourages personal space heaters and sets agreed-upon space temperature setpoints, thumbwheel adjustment ranges, and override sequences for the central HVAC system for heating and cooling seasons as described in ECM-A02. | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>Water [Gal]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> </tr> </thead> <tbody> <tr> <td>24,669</td> <td>-</td> <td>84</td> <td>\$ 1,887</td> <td>-</td> <td>2.4%</td> <td>3.8%</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | Water [Gal] | % Site Energy Savings | % Cost Savings | 24,669 | - | 84 | \$ 1,887 | - | 2.4% | 3.8% |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | Water [Gal] | % Site Energy Savings | % Cost Savings | | | | | | | | | |
| 24,669 | - | 84 | \$ 1,887 | - | 2.4% | 3.8% | | | | | | | | | |

ECM-A02: BAS Optimization and Continuous Commissioning

Prioritize the efficient operation and thorough monitoring of this facility's BAS

| | |
|---------------------|---|
| Existing Conditions | The Trane Tracer BAS appears to be generally in good condition, regularly updated, and correctly programmed. The user interface is intuitive, shows a reasonably complete amount of information about the controlled systems, and allows for trending of data points to monitor performance over time. PES reviewed equipment schedules and interface screens, but was unable to thoroughly review all control sequences. |
| ECM Details | Modern building control systems are very powerful tools, but they require understanding and careful management to maintain long-term energy performance. It is recommended to develop and implement a plan to routinely evaluate and optimize BAS settings and control sequences, such as "continuous commissioning." Goals of the plan should include supporting staff in making timely responses to alarms and maintenance needs, reviewing settings and sequences to ensure they meet the facility's current needs, and defining opportunities to use high-performance control sequences to increase energy savings. It is likely that energy savings of up to 5% are possible in both the heating and cooling systems. Examples of potential opportunities include: |



- Space temperature settings: Typical heating season setpoints are 68-72°F in occupied mode and 60-65°F in unoccupied mode. Typical cooling season setpoints are 72-75°F in occupied mode and 80-83°F in unoccupied mode.
- Thumbwheel adjustment ranges: Wall-mounted space temperature sensors have adjustment thumbwheels that can allow occupants to adjust their space temperature by few degrees, helping to satisfy a larger number of people. A +/-2°F range is typically recommended.
- Unoccupied override: Wall sensors also have unoccupied override buttons that can bring the system back into occupied mode for a limited time. This can be very effective in police stations that are 24-hour operations but are intermittently and often sparsely occupied.
- RTU fan schedules: RTU-1 serving the police is always in occupied mode. This is typical for police stations, but it is likely that an unoccupied schedule could be implemented with minor temperature setbacks without impacting officer comfort, especially if the points above are implemented. RTU-2 serving the admin offices runs from 2am-10pm on weekdays and 3am-12pm on weekends. Evaluate whether this reflects the actual occupancy and consider adjusting schedules accordingly. Use the BAS trend histories to determine how early the system must actually enter occupied mode to reach the target temperature when people arrive.
- Optimal start and stop: If possible, use an optimal start/stop sequence to automatically determine the morning warm-up/cool-down times and evening coasting opportunities.
- Ventilation and economizer: Outside air dampers appear to maintain a fixed minimum position in occupied mode, which likely results in over-ventilation and increased HVAC demands. Consider demand-controlled ventilation with CO₂ and/or VOC sensors to automatically adjust ventilation rates based on contaminant concentrations. Additionally, use “enthalpy economizer” sequencing to use fresh air for cooling when weather permits.
- Temperature and pressure reset: When heating and cooling demands are not at their peak, many settings can be relaxed, or “reset,” to marginally improve energy efficiency by reducing demand on the HVAC system. Examples of reset opportunities include supply air temperature setpoint, duct static pressure setpoint, hot water temperature setpoint, and hot water differential pressure setpoint.

Potential Energy Savings

| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | Water [Gal] | % Site Energy Savings | % Cost Savings |
|-------------------|-------------------|--------------------|------------------|-------------|-----------------------|----------------|
| 6,350 | 886 | 110 | \$ 1,333 | - | 3.2% | 2.6% |



ECM-A03: Heat Pump Rooftop Units

Examine heat pump options when RTUs reach end-of-life.

| Existing Conditions | The existing RTUs are about five years old and have very efficient cooling system components, but the gas-fired heating elements are substantially less efficient than the condensing boilers or new electric heat pumps. | | | | | | | | | | | | | | |
|--------------------------|--|--------------------|-------------------|--------------------|-----------------------|----------------|-----------------------|----------------|-----------|--------|-------|----------|---|-------|-------|
| ECM Details | When the existing RTUs reach their end-of-life in 10-15 years, consider replacing them with heat pumps rather than gas-fired units, as heat pumps are much more energy efficient and produce no on-site emissions. Hot water or electric supplemental heat may be required during the coldest weather. Geothermal heat pumps may also be feasible, with a vertical well-field located under the adjacent baseball fields. A tax credit of up to 30% for geothermal may be available through the Inflation Reduction Act of 2022. | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1" data-bbox="586 999 1276 1068"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>Water [Gal]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> </tr> </thead> <tbody> <tr> <td>{133,236}</td> <td>17,720</td> <td>1,317</td> <td>\$ 6,748</td> <td>-</td> <td>37.7%</td> <td>13.4%</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | Water [Gal] | % Site Energy Savings | % Cost Savings | {133,236} | 17,720 | 1,317 | \$ 6,748 | - | 37.7% | 13.4% |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | Water [Gal] | % Site Energy Savings | % Cost Savings | | | | | | | | | |
| {133,236} | 17,720 | 1,317 | \$ 6,748 | - | 37.7% | 13.4% | | | | | | | | | |

ECM-A04: Rooftop Solar

Examine the feasibility of rooftop solar

| ECM Details | As Haverford Township improves energy efficiency at this location, renewable energy such as on-site solar or grid-purchased wind power should be considered. A high-level solar analysis indicates that installing solar panels on the entire flat roof could generate over 31% of the site's current average electricity use. If the ECMs described above are implemented, the panels could generate over 33%. Note that the estimated SREC revenue is based on \$40/MWh. | | | | | | | | | | | | | | | | | | |
|---------------------------|--|-------------------|-----------------------|------------------------|------------------------|--|----------------------------|--|----------------------------|---------------|-----|-------|---------|-----------|-------|-------|------------|----------|------|
| Renewable Energy Analysis | <table border="1" data-bbox="518 1514 1370 1619"> <thead> <tr> <th>System Size [kW]</th> <th>Est. Footprint [sf]</th> <th>Est. Energy [kWh]</th> <th>Cost Savings [\$ /yr]</th> <th>% Savings vs. Existing</th> <th>% Savings vs. Post-ECM</th> <th>Est. Cost @ \$2,500/kW w/ 30% IRA credit</th> <th>Est. SREC Revenue [\$ /yr]</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>114</td> <td>8,180</td> <td>152,484</td> <td>\$ 11,665</td> <td>31.5%</td> <td>33.7%</td> <td>\$ 199,500</td> <td>\$ 6,099</td> <td>11.2</td> </tr> </tbody> </table> | System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kW w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] | 114 | 8,180 | 152,484 | \$ 11,665 | 31.5% | 33.7% | \$ 199,500 | \$ 6,099 | 11.2 |
| System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kW w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] | | | | | | | | | | | |
| 114 | 8,180 | 152,484 | \$ 11,665 | 31.5% | 33.7% | \$ 199,500 | \$ 6,099 | 11.2 | | | | | | | | | | | |



Images

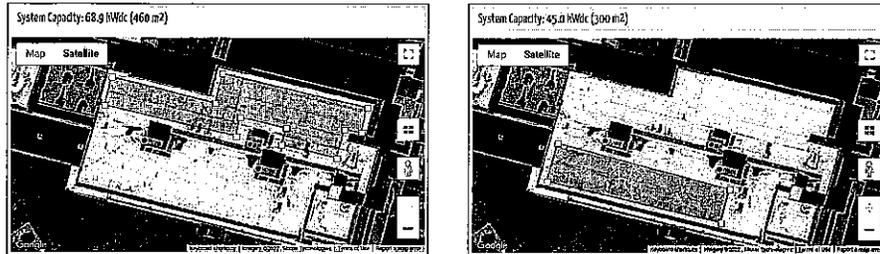


Figure 5: Potential solar installation area (PVWatts) – Admin/Police Building

ECM Summary

The tables below present a summary of the energy conservation and renewable energy measures described above.

Table 8: ECM Summary - Admin/Police Building

| # | Energy Conservation Measures | SAVINGS | | | | | |
|-----|--------------------------------|-------------------|-------------------|--------------------|------------------|-----------------------|----------------|
| | | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings |
| - | 2021-22 Utility Data | 482,720 | 18,481 | 3,495 | \$ 49,815 | - | - |
| 0 | Energy End-Use Analysis | 483,647 | 18,481 | 3,498 | \$ 50,312 | - | - |
| | Difference | 927 | - | 3 | \$ 498 | - | - |
| | % Error | 0% | 0% | 0% | 1% | - | - |
| A01 | Curtail personal space heaters | 24,669 | - | 84 | \$ 1,887 | 2.4% | 3.8% |
| A02 | BAS optimization | 6,350 | 886 | 110 | \$ 1,333 | 3.2% | 2.6% |
| A03 | RTUs to HPs at End-of-Life | (133,236) | 17,720 | 1,317 | \$ 6,748 | 37.7% | 13.4% |
| | Total (excl. ECM A03) | 317,013 | 18,366 | 1,611 | \$ 12,220 | 37% | 10.3% |

Table 9: Renewable energy measures - Admin/Police Building

| Renewable Energy Measures | System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kW w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] |
|---------------------------|------------------|---------------------|-------------------|-----------------------|------------------------|------------------------|--|----------------------------|---------------|
| A04 Rooftop solar | 114 | 8,180 | 152,484 | \$ 11,665 | 31.5% | 33.7% | \$ 199,500 | \$ 6,099 | 11.2 |



Skatium Ice Rink – 1002 Darby Road

Facility Overview

The Skatium is a large indoor community ice skating rink that shares a parking lot with the administration and police building. The building is approximately 50 years old and many building systems are in need of repair or replacement. It is also one of the township’s major energy users due to the demands of making and maintaining the ice, conditioning the large open space, and extended operating hours. A white roof helps reduce summer cooling loads, and reflective ceiling panels above the rink are intended to further reduce these loads as well as improve lighting efficiency and reduce condensation, although condensation issues have been reported and require further investigation. Lighting above the rink has been updated with LED high-bay fixtures, but T8 fluorescent tubes remain in most other spaces. Heating, cooling, and dehumidification of the ice rink is typically handled by a large Munters DDS dehumidification system located outside, but it was out of order during the site visit, requiring a portable dehumidifier and generator. Two Weil-McLain LGB-9 conventional gas-fired boilers with two 5 HP pumps generate hot water for perimeter baseboards and the Zamboni machine. The second floor currently has window air conditioners as the two condensing units serving split systems on the second floor are also out of order. If these are replaced, select ENERGY STAR-rated units. Ice-making equipment includes two Carrier 30HXC water-cooled screw chillers and associated cooling towers, two 5 HP condenser water pumps, and two 25 HP brine pumps. The cooling towers are reportedly in the process of being replaced.

Utility Analysis and Benchmarking

The Skatium is the largest energy consumer of the investigated buildings, so tracking and periodically reviewing the utility history is essential for maintaining long-term energy performance. Three years of electricity data and two years of natural gas data were available for this facility, although there appears to be incomplete cost data for electricity generation and no cost data for natural gas. The total electric rate is assumed to be similar to the Administration and Police Building (\$0.067/kWh), and the natural gas rate is based on the regional average rate as reported by ENERGY STAR Target Finder (\$0.956/ccf).

Table 10: Utility summary - Skatium

| Start Date | End Date | Electricity | | | Natural Gas | | | Energy | | | |
|------------|-----------|-------------|-----------|----------|-------------|-----------|----------|--------|------------|---------|---------|
| | | [kWh] | [\$] | [\$/kWh] | [ccf] | [\$] | [\$/ccf] | [MBtu] | [\$] | kBtu/sf | \$/sf |
| 7/1/2019 | 6/30/2020 | 1,139,990 | \$ 76,379 | \$ 0.067 | - | \$ - | \$ - | - | \$ - | - | \$ - |
| 7/1/2020 | 6/30/2021 | 1,322,553 | \$ 88,611 | \$ 0.067 | 35,606 | \$ 34,039 | \$ 0.956 | 8,073 | \$ 122,650 | 244.6 | \$ 3.72 |
| 7/1/2021 | 6/30/2022 | 1,481,901 | \$ 99,287 | \$ 0.067 | 32,721 | \$ 31,281 | \$ 0.956 | 8,328 | \$ 130,569 | 252.4 | \$ 3.96 |
| AVERAGE | | 1,314,815 | \$ 88,093 | \$ 0.067 | 34,164 | \$ 32,660 | \$ 0.956 | 8,201 | \$ 126,610 | 248.5 | \$ 3.84 |

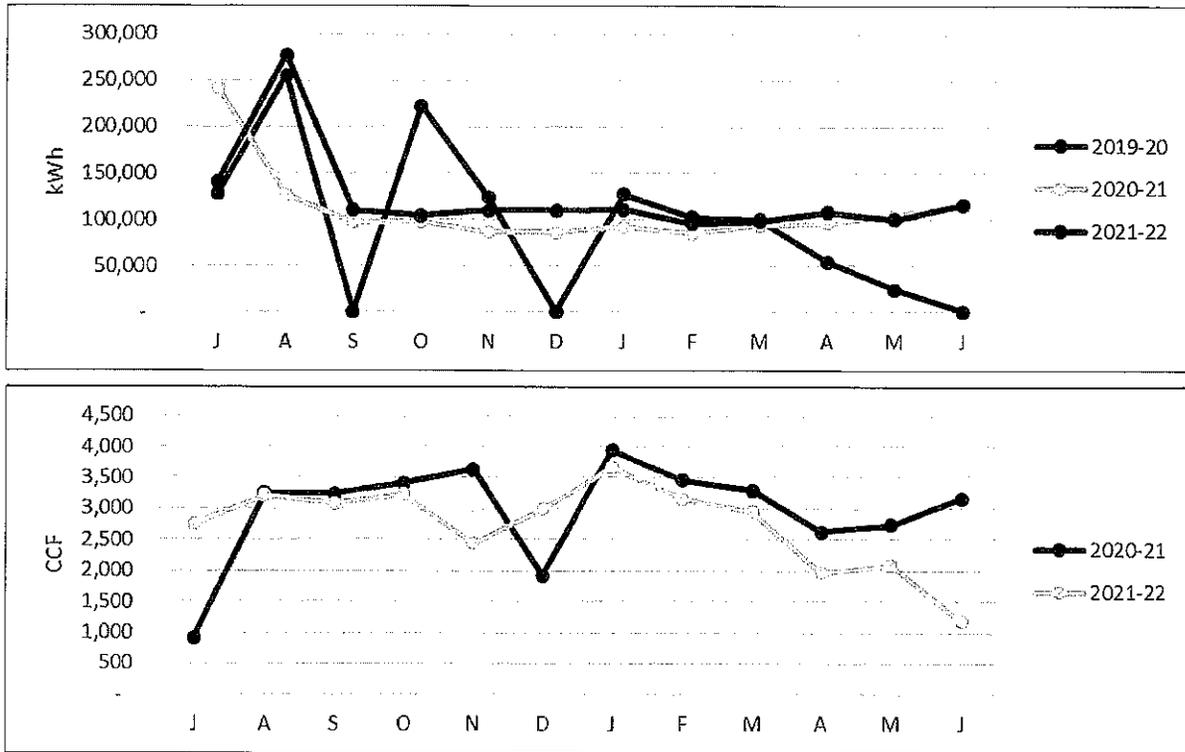


Figure 6: Monthly consumption of electricity (top) and natural gas (bottom) - Skatium

Total energy costs appear to average around \$127,000 per year, with electricity accounting for about 75% and gas for 25%. The trend of monthly electricity use is relatively consistent throughout the year due to the demands of ice-making, although all three years show a very large spike during the summer which should be investigated further. Electricity data for 2019-2020 may contain anomalous data in several months that show either very high or very low usage. Natural gas use rises somewhat during the winter for space heating, but the monthly trend is consistently high which is likely due to Zamboni water heating.

The Skatium is not eligible for an ENERGY STAR score because there is insufficient national data for similar facilities in the ENERGY STAR Portfolio Manager database. Other metrics, such as the energy and cost intensities (248.5 kBtu/sf and \$3.84/sf, respectively), can help facility managers compare this building's energy use to other local ice rinks.

Based on the average energy usage shown in Table 10, this site produces approximately 826 tons of CO₂ per year, the annual emissions equivalent of about 162 passenger cars or the amount of CO₂ absorbed by 887 acres of forest per year.

Energy End-Use Analysis

Energy consumption at the Skatium is dominated by the chiller and boiler plants. The chiller, cooling tower, and pumps account for approximately 48% of total energy use. The boilers account for 39%, and the remainder is attributed to lighting, receptacle equipment, and the ERV (when operational). There are many



opportunities to improve energy conservation and efficiency at this facility, from operational adjustments with the existing equipment to short- and long-term capital improvements to the mechanical systems and controls.

Table 11: Energy end-use breakdown - Skatium

| ENERGY END-USE | Electricity | | | Natural Gas | | | Total Energy | | | |
|-----------------------|------------------|------------------|------------|---------------|------------------|------------|--------------|-------------------|------------|------------|
| | [kWh] | [\$] | [% Energy] | [ccf] | [\$] | [% Energy] | [MBtu] | [\$] | [% Energy] | [% Cost] |
| Spc Ht | - | \$ - | 0% | 10,844 | \$ 10,844 | 33% | 1,084 | \$ 10,844 | 13% | 8% |
| Zamboni | - | \$ - | 0% | 21,688 | \$ 21,688 | 67% | 2,169 | \$ 21,688 | 26% | 17% |
| Spc Cool | 64,976 | \$ 4,353 | 4% | - | \$ - | 0% | 222 | \$ 4,353 | 3% | 3% |
| Brine Chillers | 691,549 | \$ 46,334 | 47% | - | \$ - | 0% | 2,360 | \$ 46,334 | 29% | 35% |
| Ht Rej | 101,214 | \$ 6,781 | 7% | - | \$ - | 0% | 345 | \$ 6,781 | 4% | 5% |
| HW Pumps | 4,260 | \$ 285 | 0% | - | \$ - | 0% | 15 | \$ 285 | 0% | 0% |
| CHW Pumps | 128,297 | \$ 8,596 | 9% | - | \$ - | 0% | 438 | \$ 8,596 | 5% | 7% |
| CW Pumps | 16,448 | \$ 1,102 | 1% | - | \$ - | 0% | 56 | \$ 1,102 | 1% | 1% |
| DHW | 14,269 | \$ 956 | 1% | - | \$ - | 0% | 49 | \$ 956 | 1% | 1% |
| Lighting | 254,133 | \$ 17,027 | 17% | - | \$ - | 0% | 867 | \$ 17,027 | 11% | 13% |
| Recp Eq | 190,600 | \$ 12,770 | 13% | - | \$ - | 0% | 650 | \$ 12,770 | 8% | 10% |
| TOTAL % ACTUAL | 1,465,745 | \$ 98,205 | 99% | 32,533 | \$ 32,533 | 99% | 3,725 | \$ 130,737 | 99% | 99% |

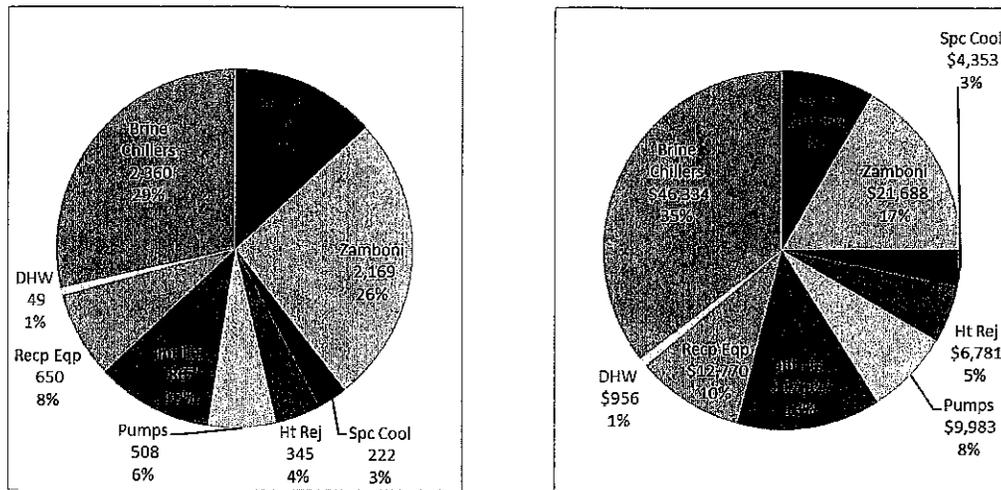


Figure 7: Energy end-uses by total energy (MBtu, left) and cost (right) – Skatium

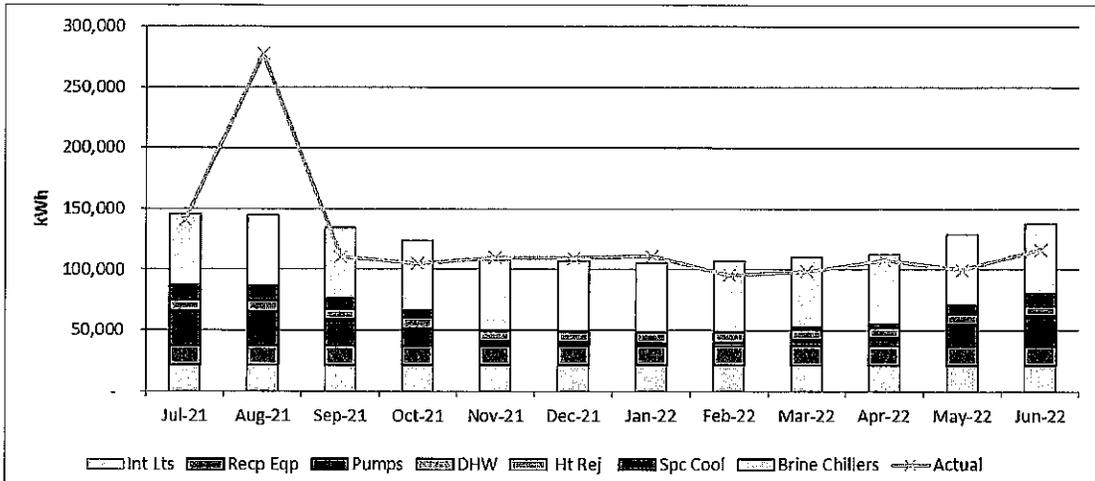
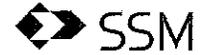


Figure 8: Monthly electricity use (modeled vs. actual) - Skatium

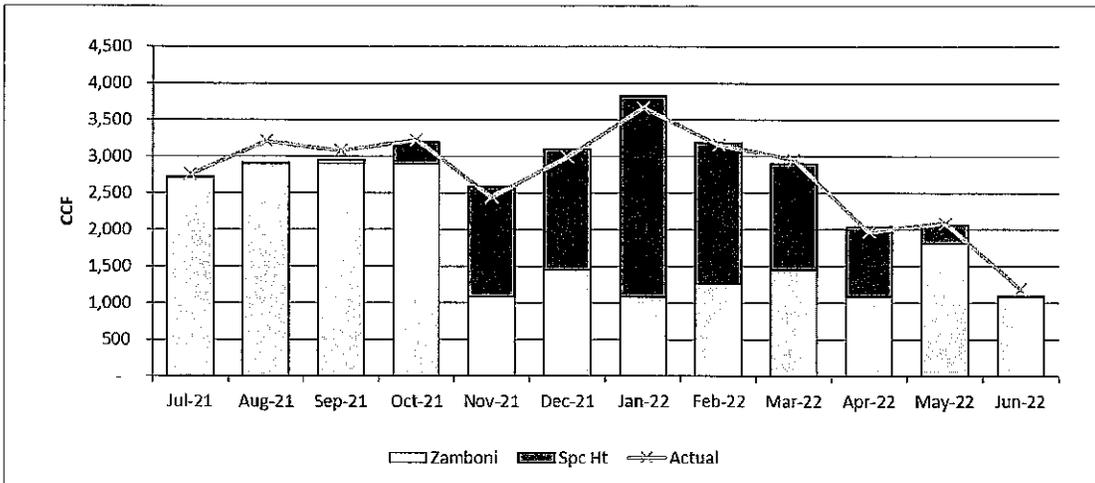


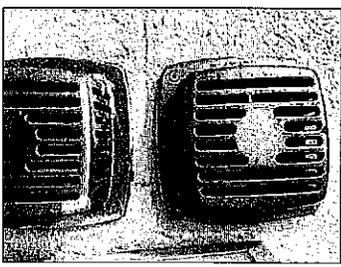
Figure 9: Monthly natural gas use (modeled vs. actual) - Skatium



Energy Conservation and Renewable Energy Measures (ECMs)

ECM-S01: Reduce Space Temperature

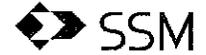
Reduce space heating loads and ice-making demands by lowering rink air temperature

| Existing Conditions | <p>The space temperature in an ice rink is a balance between spectator comfort and energy efficiency, as colder temperatures reduce both space heating and ice-making loads. The existing space temperature controls appear to be an old pneumatic system, and it was not clear during PES’s site visit whether the controls are functional. Further, the Munters unit responsible for heating, cooling, and dehumidifying the rink was out of service.</p> | | | | | | | | | | | | | | | | | | |
|--|---|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|--------|-----|-----|----------|------|------|------|------|---|
| ECM Details | <p>Evaluate the existing space temperature controls and consider replacing them with modern electronic controls as well as repairing or replacing the Munters unit. The occupied space temperature setpoint must likely remain around 55-60°F, but during unoccupied hours the temperature could potentially set back as low as 40-45°F.</p> | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>46,053</td> <td>542</td> <td>211</td> <td>\$ 4,065</td> <td>2.6%</td> <td>3.3%</td> <td>\$ -</td> <td>\$ -</td> <td>-</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 46,053 | 542 | 211 | \$ 4,065 | 2.6% | 3.3% | \$ - | \$ - | - |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 46,053 | 542 | 211 | \$ 4,065 | 2.6% | 3.3% | \$ - | \$ - | - | | | | | | | | | | | |
| Images |  | | | | | | | | | | | | | | | | | | |
| <p><i>Figure 10: Existing space temperature controls</i></p> | | | | | | | | | | | | | | | | | | | |

ECM-S02: Repair/Replace Reflective Ceiling Material

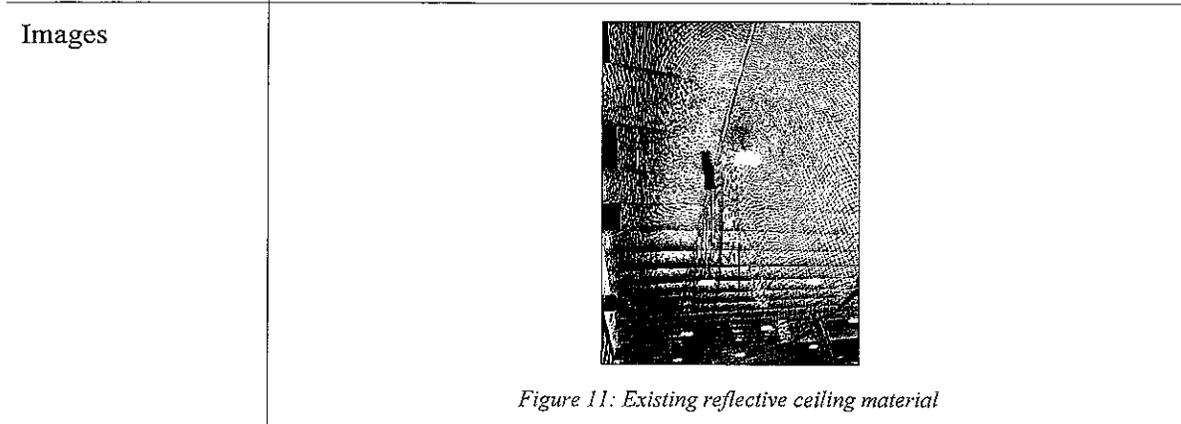
Minimize ceiling refrigeration loads, improve lighting, and reduce ceiling condensation

| | |
|---------------------|--|
| Existing Conditions | <p>The ice rink ceiling currently has a lightweight reflective ceiling cover installed, although condensation issues have been reported and it has been moved in some areas to allow air to circulate above the ceiling in an effort to reduce condensation. This is not an ideal solution and likely diminishes the material’s effectiveness.</p> |
| ECM Details | <p>Further investigation and consultation with an ice rink ceiling specialist may be required to resolve any existing issues with the ceiling panels. Improving the</p> |



insulation value of the ceiling panels and reducing air infiltration above the ceiling should reduce condensation problems, space cooling loads, and ice-making demands.

| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
|-------------------|-------------------|--------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|
| 12,272 | - | 42 | \$ 939 | 0.5% | 0.8% | TBD | \$ - | - |



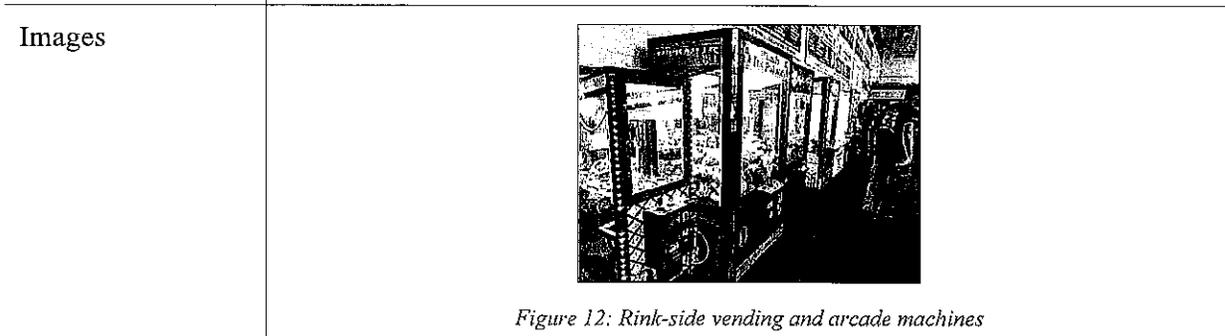
ECM-S03: Turn Off Vending Machine Lights at Night

Reduce receptacle energy by automating vending machine and arcade game power

Existing Conditions This facility has several vending machines, arcade games, and claw machines that each have lights, sounds, and other accessories that may remain on during unoccupied hours unless manually turned off.

ECM Details Consider installing timers and/or a master power switch for all machines so that lights and accessories are turned off when the Skatium is closed.

| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
|-------------------|-------------------|--------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|
| 19,060 | - | 65 | \$ 1,458 | 0.8% | 1.2% | \$ 1,000 | \$ - | 0.7 |





ECM-S04: Install LED Interior Lights in Support Spaces

Replace all remaining non-LED lights with LEDs

| Existing Conditions | The ice rink has high-bay LED fixtures, but the majority of support spaces (stairs, restaurant, locker rooms, shop, reception, skate rental) still have T8 fluorescent lamps. | | | | | | | | | | | | | | | | | | |
|--------------------------|--|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|--------|---|-----|----------|------|------|----------|----------|-----|
| ECM Details | LED lighting is the current standard of energy efficiency, and both quality and cost-effectiveness have improved dramatically over the past decade. Existing fluorescent fixtures can be replaced entirely with new LED fixtures, or individual lamps can be replaced while retaining the existing fixture. The latter option is often less expensive, but may require more labor and the removal or bypassing of existing ballasts. LEDs can typically provide 50% energy savings or better compared to other lighting technologies and generally have a significantly longer service life. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>31,767</td> <td>-</td> <td>108</td> <td>\$ 2,430</td> <td>1.3%</td> <td>1.9%</td> <td>\$ 4,000</td> <td>\$ 1,008</td> <td>1.2</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 31,767 | - | 108 | \$ 2,430 | 1.3% | 1.9% | \$ 4,000 | \$ 1,008 | 1.2 |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 31,767 | - | 108 | \$ 2,430 | 1.3% | 1.9% | \$ 4,000 | \$ 1,008 | 1.2 | | | | | | | | | | | |

ECM-S05: Install Automatic Lighting Controls

Use timers and vacancy sensors to turn off or dim lighting in vacant spaces

| Existing Conditions | The majority of lighting is controlled manually and may be left on when the facility is closed, although it was noted that the rink manager routinely turns off lights in vacant or closed spaces. The ice rink lights have an existing Kelar HID Dimming Control System, but it did not appear to be functional during PES's site visit. | | | | | | | | | | | | | | | | | | |
|--------------------------|---|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|-------|---|----|--------|------|------|----------|--------|-----|
| ECM Details | Automatic lighting controls, such as timers and vacancy sensors, can substantially reduce lighting energy by turning off all or some light fixtures when spaces are not in use. This measure applies mostly to the rink's support spaces, although a timer on the main rink lighting may be a valuable safeguard to prevent them being left on overnight. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>7,942</td> <td>-</td> <td>27</td> <td>\$ 608</td> <td>0.3%</td> <td>0.5%</td> <td>\$ 4,000</td> <td>\$ 225</td> <td>6.2</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 7,942 | - | 27 | \$ 608 | 0.3% | 0.5% | \$ 4,000 | \$ 225 | 6.2 |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 7,942 | - | 27 | \$ 608 | 0.3% | 0.5% | \$ 4,000 | \$ 225 | 6.2 | | | | | | | | | | | |

ECM-S06: Improve Brine Pump Insulation



Insulate pump housings to reduce heat loss and prevent pump damage

Existing Conditions Two chilled water pumps circulate brine from the chillers to the ice rink, maintaining temperatures well below freezing. This causes ice to build up around the uninsulated brine pumps, risking damage to the pump and motor, decreasing efficiency, and causing heat transfer that increases demands on the chillers.

ECM Details Install insulated covers around the brine pumps to limit icing and heat transfer to the surroundings. Adding 1.0-1.5” of tight-fitting insulation can reduce heat gains by up to 90%.

Potential Energy Savings

| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
|-------------------|-------------------|--------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|
| 6,113 | - | 21 | \$ 468 | 0.3% | 0.4% | \$ 5,000 | \$ - | 10.7 |

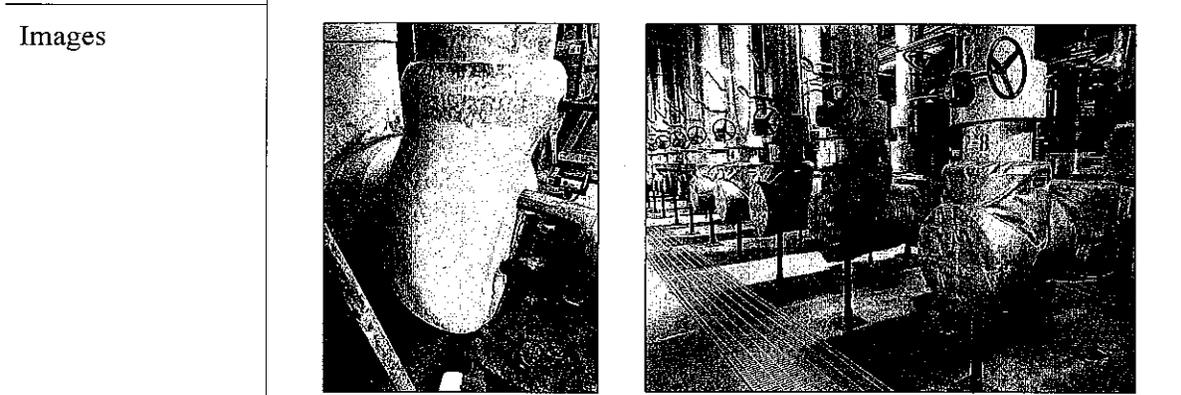


Figure 13: Existing brine pump encased in ice (left); example of insulated pump coverings (right)

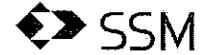
ECM-S07: Improve Water Purification
Remove impurities that cause reduced freezing temperatures

Existing Conditions PES did not observe a comprehensive water treatment and purification system for ice rink makeup water, nor were water purity problems reported, but further investigation may be required.

ECM Details Common impurities in water reduce its freezing point, so removing them can yield energy savings by decreasing chiller demands.

Potential Energy Savings

| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
|-------------------|-------------------|--------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|
| 18,393 | - | 63 | \$ 1,407 | 0.8% | 1.1% | TBD | \$ - | - |



ECM-S08: Explore Chiller Heat Recovery

Capture waste heat from the chiller for e.g. space heat, Zamboni water, and snow melting

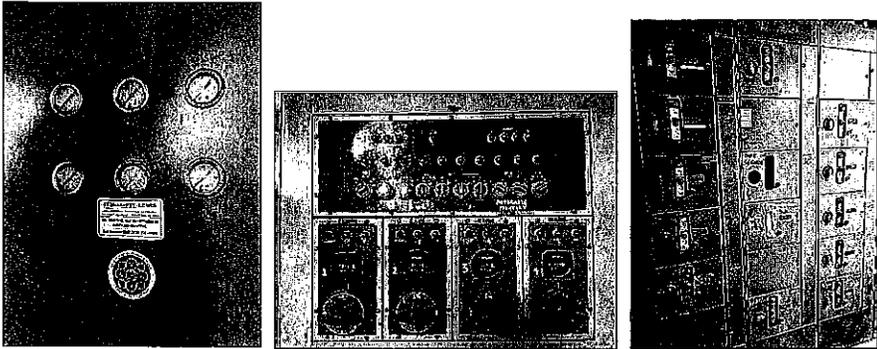
| Existing Conditions | Currently, the chillers reject all their heat to the atmosphere through the condenser water loop and cooling towers. The gas-fired boilers provide space heat and Zamboni water, and snow removed during resurfacing is dumped outside for melting. | | | | | | | | | | | | | | | | | | |
|--------------------------|--|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|---|--------|-------|-----------|-------|------|------------|------|-----|
| ECM Details | Ice rinks are ideal applications for heat recovery since heating and cooling demands are simultaneous and year-round. The brine chillers are the largest energy consumers at this facility, and the heat they reject is likely enough to almost entirely satisfy space heating and Zamboni water needs. There may also be sufficient heat for a snow melting and purification system, which could nearly eliminate the need for ice makeup water. The existing chillers appear to be compatible with heat recovery technology, although the exact configuration requires further investigation and would likely require an additional heat exchanger, pumps, and controls. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>-</td> <td>10,844</td> <td>1,084</td> <td>\$ 10,844</td> <td>13.1%</td> <td>8.7%</td> <td>\$ 107,000</td> <td>\$ -</td> <td>9.9</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | - | 10,844 | 1,084 | \$ 10,844 | 13.1% | 8.7% | \$ 107,000 | \$ - | 9.9 |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| - | 10,844 | 1,084 | \$ 10,844 | 13.1% | 8.7% | \$ 107,000 | \$ - | 9.9 | | | | | | | | | | | |
| Images | | | | | | | | | | | | | | | | | | | |

Figure 14: Existing screw chiller #2 (left); outdoor snow melt pile (right)



ECM-S09: Upgrade All Mechanical System Controls

Upgrade pneumatics and manual controls with programmable electronic controls and VFDs

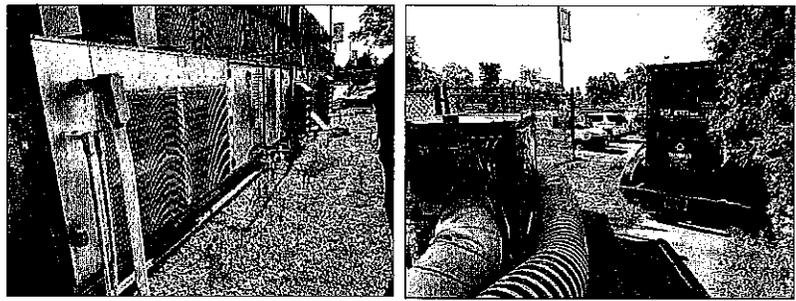
| Existing Conditions | Existing mechanical system controls are generally either manual, non-functional, or have reached the end of their service life. Several pump and motor control panels appear have been re-purposed over the years and there is essentially no automation aside from the chillers' integrated controls. | | | | | | | | | | | | | | | | | | |
|--------------------------|--|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|---------|-------|-------|-----------|-------|-------|------------|-----------|-----|
| ECM Details | Modern electronic controls and variable-speed drives can dramatically reduce energy consumption in mechanical systems, and ice rinks are ideal applications due to their high year-round energy consumption by chillers, pumps, and boilers. A controls upgrade is reportedly in progress, and energy conservation should be prioritized in the design and operation. All pumps and cooling tower fans should have variable-speed drives. Condenser water temperature reset and hot water temperature reset should be implemented to optimize chiller and boiler plant efficiencies. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>284,412</td> <td>2,060</td> <td>1,176</td> <td>\$ 23,818</td> <td>14.3%</td> <td>19.1%</td> <td>\$ 123,000</td> <td>\$ 24,626</td> <td>4.1</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 284,412 | 2,060 | 1,176 | \$ 23,818 | 14.3% | 19.1% | \$ 123,000 | \$ 24,626 | 4.1 |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 284,412 | 2,060 | 1,176 | \$ 23,818 | 14.3% | 19.1% | \$ 123,000 | \$ 24,626 | 4.1 | | | | | | | | | | | |
| Images |  <p style="text-align: center;">Figure 15: Existing control panels</p> | | | | | | | | | | | | | | | | | | |

ECM-S10: Repair or Replace Munters ERV

Ice rink heating/cooling/dehumidifying ERV unit was offline during PES's site visit

| | |
|---------------------|---|
| Existing Conditions | The Munters heating/cooling/dehumidifying Energy Recovery Ventilator (ERV) was offline during PES's site visit, requiring a mobile dehumidifier and generator that were struggling to maintain appropriate rink humidity levels |
|---------------------|---|

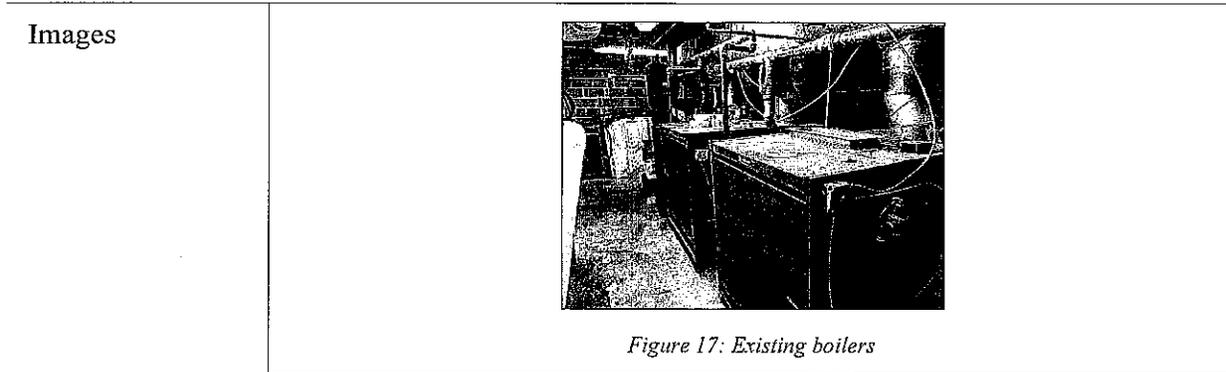


| | during peak summer conditions. This affects occupant comfort but can also cause condensation issues on the ceiling and increase demands on the chillers. | | | | | | | | | | | | | | | | | | |
|--------------------------|---|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|--------|-----|-----|----------|------|------|-----------|----------|------|
| ECM Details | Skatium staff are actively working to repair the unit, although it is 12 years old and may be approaching the end of its service life. An effective dehumidifier is essential for an ice rink, and when replacing this unit select ENERGY STAR-rated equipment that meets ASHRAE 90.1 standards and includes energy recovery. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>12,800</td> <td>824</td> <td>126</td> <td>\$ 1,803</td> <td>1.5%</td> <td>1.4%</td> <td>\$ 71,000</td> <td>\$ 1,400</td> <td>38.6</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 12,800 | 824 | 126 | \$ 1,803 | 1.5% | 1.4% | \$ 71,000 | \$ 1,400 | 38.6 |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 12,800 | 824 | 126 | \$ 1,803 | 1.5% | 1.4% | \$ 71,000 | \$ 1,400 | 38.6 | | | | | | | | | | | |
| Images |  <p>Figure 16: Existing Munters ERV (left); temporary dehumidifier and generator (right)</p> | | | | | | | | | | | | | | | | | | |

ECM-S11: Replace Boilers at End-of-Life

Select condensing boilers to maximize thermal efficiency

| Existing Conditions | The existing boilers are more than 20 years old and are approaching the end of their expected service life. They appear to be in fair condition, although controls are rudimentary and largely manual. An older modular boiler is reportedly offline. | | | | | | | | | | | | | | | | | | |
|--------------------------|--|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|---|-------|-----|----------|------|------|-----------|------|------|
| ECM Details | When the existing boilers are ready for replacement, consider high efficiency condensing boilers, which can boost thermal efficiency from the standard 80% to as high as 99% under low-temperature, part-load conditions. If the heat recovery strategies described in ECM-S08 are implemented, the boilers could potentially be significantly downsized, replaced with electric heat pumps, or removed entirely. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>-</td> <td>2,813</td> <td>281</td> <td>\$ 2,813</td> <td>3.4%</td> <td>2.3%</td> <td>\$ 77,000</td> <td>\$ -</td> <td>27.4</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | - | 2,813 | 281 | \$ 2,813 | 3.4% | 2.3% | \$ 77,000 | \$ - | 27.4 |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| - | 2,813 | 281 | \$ 2,813 | 3.4% | 2.3% | \$ 77,000 | \$ - | 27.4 | | | | | | | | | | | |



ECM- S12: Replace Chillers and Cooling Towers at End-of-Life
Select high-efficiency, variable-speed chillers with heat recovery

| Existing Conditions | <p>The existing chillers are nearly 20 years old and are approaching the end of their expected service life. They appear to be in good condition and may provide several more years of reliable service, but plans should begin for their end-of-life replacement. PES was unable to visually inspect the cooling towers, but their replacement is reportedly in the design phase.</p> | | | | | | | | | | | | | | | | | | |
|--------------------------|---|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|---------|---|-----|-----------|------|------|------------|----------|------|
| ECM Details | <p>The existing screw chillers are relatively energy efficient and are capable of variable-speed operation to match chiller output to varying demands. They are also capable of energy recovery, which has enormous potential at this facility as discussed previously. When replacing these chillers, select equipment that has similar capabilities and meets or exceeds the current ASHRAE energy efficiency standard. Consider frictionless centrifugal chillers instead of screw chillers for higher efficiency and quieter operation. Cooling towers are essentially just a fan and heat exchanger and are relatively low-energy consumers compared to chillers, but to maximize efficiency, equipment selection should include VFD fan controls and the ability to operate the two towers in parallel to provide the largest possible heat exchanger (or consider one larger tower).</p> | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1" data-bbox="527 1606 1356 1675"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost (\$)</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>131,538</td> <td>-</td> <td>449</td> <td>\$ 10,063</td> <td>5.4%</td> <td>8.1%</td> <td>\$ 286,000</td> <td>\$ 4,000</td> <td>28.0</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost (\$) | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 131,538 | - | 449 | \$ 10,063 | 5.4% | 8.1% | \$ 286,000 | \$ 4,000 | 28.0 |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost (\$) | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 131,538 | - | 449 | \$ 10,063 | 5.4% | 8.1% | \$ 286,000 | \$ 4,000 | 28.0 | | | | | | | | | | | |



Images

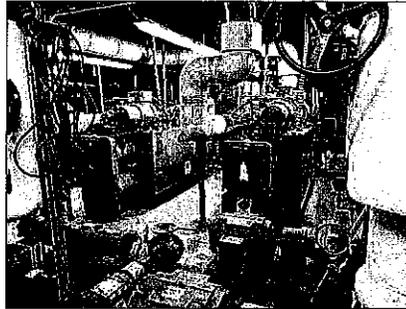


Figure 18: Existing water-cooled screw chillers

ECM-S13: Evaluate Synthetic Ice

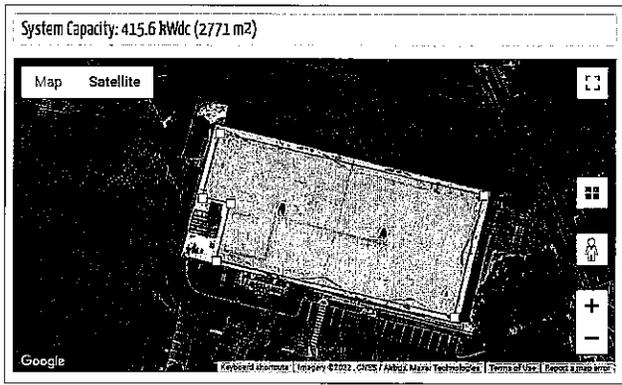
Synthetic ice is a developing technology that could reduce energy use by nearly 70%.

| Existing Conditions | Traditional ice skating rinks like the Skatium use an enormous amount of energy to make and maintain the ice. This report describes several ways to improve the energy efficiency and control of the systems, and efforts are reportedly underway to replace cooling towers, repair the Munters ERV, and upgrade controls. However, the demands of making ice will always cause this facility to be a substantial energy consumer. | | | | | | | | | | | | | | | | | | |
|--------------------------|---|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|---------|--------|-------|-----------|-------|-------|-----|------|---|
| ECM Details | Synthetic ice is a high-resilience, low-friction plastic material that can be laid in sheets on a rink surface instead of ice. Manufacturers claim that it has up to 90% the glide of natural ice, a service life of about 10-15 years before refurbishment or replacement depending on the conditions, and is suitable for all types of skating from competitive hockey and figure skating to leisure skating and early instruction. Synthetic ice has the potential to eliminate the chiller plant, Zamboni machine, much of the space heating loads, and almost all rink maintenance. The product lifecycle must be considered, however, and additional investigation is required to understand the implementation costs and how the material is recycled or disposed at the end of its useful life. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Natural Gas [ccf]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>944,006</td> <td>24,399</td> <td>5,661</td> <td>\$ 96,616</td> <td>68.6%</td> <td>77.4%</td> <td>TBD</td> <td>\$ -</td> <td>-</td> </tr> </tbody> </table> | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 944,006 | 24,399 | 5,661 | \$ 96,616 | 68.6% | 77.4% | TBD | \$ - | - |
| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 944,006 | 24,399 | 5,661 | \$ 96,616 | 68.6% | 77.4% | TBD | \$ - | - | | | | | | | | | | | |

ECM-S14: Rooftop Solar

Examine the feasibility of rooftop solar



| <p>ECM Details</p> | <p>As Haverford Township improves energy efficiency at this location, renewable energy such as on-site solar or grid-purchased wind power should be considered. A high-level solar analysis indicates that installing solar panels on the entire flat roof could generate nearly 40% of the site's current average electricity use. If the ECMs described above are implemented (excluding ECM-S13), the panels could generate over 60%. Note that the estimated SREC revenue is based on \$40/MWh.</p> | | | | | | | | | | | | | | | | | | |
|---|---|-------------------|-----------------------|------------------------|------------------------|--|----------------------------|--|----------------------------|---------------|-----|--------|---------|-----------|-------|-------|------------|-----------|------|
| <p>Renewable Energy Analysis</p> | <table border="1"> <thead> <tr> <th>System Size [kW]</th> <th>Est. Footprint [sf]</th> <th>Est. Energy [kWh]</th> <th>Cost Savings [\$ /yr]</th> <th>% Savings vs. Existing</th> <th>% Savings vs. Post-ECM</th> <th>Est. Cost @ \$2,500/kw w/ 30% IRA credit</th> <th>Est. SREC Revenue [\$ /yr]</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>415</td> <td>30,000</td> <td>562,788</td> <td>\$ 43,053</td> <td>38.4%</td> <td>62.9%</td> <td>\$ 726,250</td> <td>\$ 22,512</td> <td>11.1</td> </tr> </tbody> </table> | System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kw w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] | 415 | 30,000 | 562,788 | \$ 43,053 | 38.4% | 62.9% | \$ 726,250 | \$ 22,512 | 11.1 |
| System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kw w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] | | | | | | | | | | | |
| 415 | 30,000 | 562,788 | \$ 43,053 | 38.4% | 62.9% | \$ 726,250 | \$ 22,512 | 11.1 | | | | | | | | | | | |
| <p>Images</p> |  <p style="text-align: center;"><i>Figure 19: Potential solar installation area (PVWatts) - Skatium</i></p> | | | | | | | | | | | | | | | | | | |

ECM Summary

The tables below present a summary of the energy conservation and renewable energy measures described above.

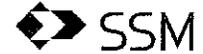


Table 12: ECM summary - Skatium

| # | Energy Conservation Measures | SAVINGS | | | | | | | COST | | |
|------|--|-------------------|-------------------|--------------------|------------------|-------------|-----------------------|----------------|-------------------|----------------|---------------|
| | | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | Water [Gal] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
| - | 2021-22 Utility Data | 1,481,901 | 32,721 | 8,328 | \$ 126,081 | - | - | - | \$ - | \$ - | - |
| 0 | Energy End-Use Analysis | 1,465,745 | 32,533 | 8,254 | \$ 124,874 | - | - | - | \$ - | \$ - | - |
| | Difference | (16,156) | (189) | (74) | \$ (1,206) | - | - | - | \$ - | \$ - | - |
| | % Error | -1% | -1% | -1% | -1% | - | - | - | - | - | - |
| S01 | Reduce space temp | 46,053 | 542 | 211 | \$ 4,065 | - | 2.6% | 3.3% | \$ - | \$ - | - |
| S02 | Repair/replace insulated reflective ceiling material | 12,272 | - | 42 | \$ 939 | - | 0.5% | 0.8% | TBD | \$ - | - |
| S03 | Vending machine lights on timers/main switch | 19,060 | - | 65 | \$ 1,458 | - | 0.8% | 1.2% | \$ 1,000 | \$ - | 0.7 |
| S04 | LED lights in support spaces | 31,767 | - | 108 | \$ 2,430 | - | 1.3% | 1.9% | \$ 4,000 | \$ 1,008 | 1.2 |
| S05 | Automatic lighting controls | 7,942 | - | 27 | \$ 608 | - | 0.3% | 0.5% | \$ 4,000 | \$ 225 | 6.2 |
| S06 | Improve brine pump insulation | 6,113 | - | 21 | \$ 468 | - | 0.3% | 0.4% | \$ 5,000 | \$ - | 10.7 |
| S07 | Water purification | 18,393 | - | 63 | \$ 1,407 | - | 0.8% | 1.1% | TBD | \$ - | - |
| S08 | Chiller/ERV heat recovery: zamboni water, snow melt | - | 10,844 | 1,084 | \$ 10,844 | 175,000 | 13.1% | 8.7% | \$ 107,000 | \$ - | 9.9 |
| S09 | Upgrade controls | 284,412 | 2,060 | 1,176 | \$ 23,818 | - | 14.3% | 19.1% | \$ 123,000 | \$ 24,626 | 4.1 |
| S09A | Electronic control, general savings | 156,265 | 2,060 | 739 | \$ 14,015 | - | 9.0% | 11.2% | \$ 83,000 | \$ 15,626 | 4.8 |
| S09B | Pump VFDs | 70,762 | - | 241 | \$ 5,413 | - | 2.5% | 4.3% | \$ 40,000 | \$ 9,000 | 5.7 |
| S09C | Brine/CW reset | 57,386 | - | 196 | \$ 4,390 | - | 2.4% | 3.5% | \$ - | \$ - | - |
| S10 | Repair/replace ERV | 12,800 | 824 | 126 | \$ 1,803 | - | 1.5% | 1.4% | \$ 71,000 | \$ 1,400 | 38.6 |
| S11 | Replace boilers | - | 2,813 | 281 | \$ 2,813 | - | 3.4% | 2.3% | \$ 77,000 | \$ - | 27.4 |
| S12 | Replace chillers and cooling towers | 131,538 | - | 449 | \$ 10,063 | - | 5.4% | 8.1% | \$ 286,000 | \$ 4,000 | 28.0 |
| S12A | Replace cooling towers/Add fan VFDs | 38,438 | - | 131 | \$ 2,940 | - | 1.6% | 2.4% | \$ 60,000 | \$ - | 20.4 |
| S12B | Replace chillers | 93,100 | - | 318 | \$ 7,122 | - | 3.8% | 5.7% | \$ 226,000 | \$ 4,000 | 31.2 |
| S13 | Synthetic ice | 944,006 | 24,399 | 5,661 | \$ 96,616 | - | 68.6% | 77.4% | TBD | \$ - | - |

Table 13: Renewable energy measures - Skatium

| Renewable Energy Measures | System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kw w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] |
|---------------------------|------------------|---------------------|-------------------|-----------------------|------------------------|------------------------|--|----------------------------|---------------|
| S14 Rooftop solar | 415 | 30,000 | 562,788 | \$ 43,053 | 38.4% | 62.9% | \$ 726,250 | \$ 22,512 | 11.1 |



Public Works – 1 Hilltop Road

Facility Overview

The Public Works facility comprises several buildings with a variety of lighting and mechanical systems ranging from end-of-life to newly-installed. PES examined the electrician’s shop and old mechanics’ shop, the garage and tool shop, the brine shed, carpentry shop, transfer station, tire shop, new garage, and fuel station. The majority of lighting is T8 and T12 fluorescent or HID, although the new garage has LEDs. Heating and cooling is generally accomplished with electric unit heaters and window ACs, although the electrician’s shop has a 20 year-old Weil-McLain P-WGO-6 oil-fired hot water boiler serving unit heaters, the tool shop has a new ducted split system air conditioner, and the new garage has a used oil burner.

Utility Analysis and Benchmarking

Energy consumption at the Public Works facility is small compared to the administration building and Skatium, but it is still important to periodically examine smaller facilities as unmanaged systems can lead to substantial energy waste over time. Two years of electricity and fuel oil and cost data were available for this facility.

Table 14: Utility summary - Public Works

| Start Date | End Date | Electricity | | | Fuel Oil | | | Energy | | | |
|------------|-----------|-------------|-----------|----------|----------|----------|----------|--------|-----------|---------|---------|
| | | [kWh] | [\$] | [\$/kWh] | [gal] | [\$] | [\$/gal] | [MBtu] | [\$] | kBtu/sf | \$/sf |
| 8/14/2020 | 8/16/2021 | 302,320 | \$ 21,346 | \$ 0.071 | 1,414 | \$ 2,615 | \$ 1.849 | 1,228 | \$ 23,961 | 25.8 | \$ 0.50 |
| 8/16/2021 | 8/16/2022 | 280,440 | \$ 19,653 | \$ 0.070 | 1,329 | \$ 4,160 | \$ 3.130 | 1,141 | \$ 23,814 | 24.0 | \$ 0.50 |
| AVERAGE | | 291,380 | \$ 19,653 | \$ 0.070 | 1,372 | \$ 3,388 | \$ 2.489 | 1,184 | \$ 23,887 | 24.9 | \$ 0.50 |

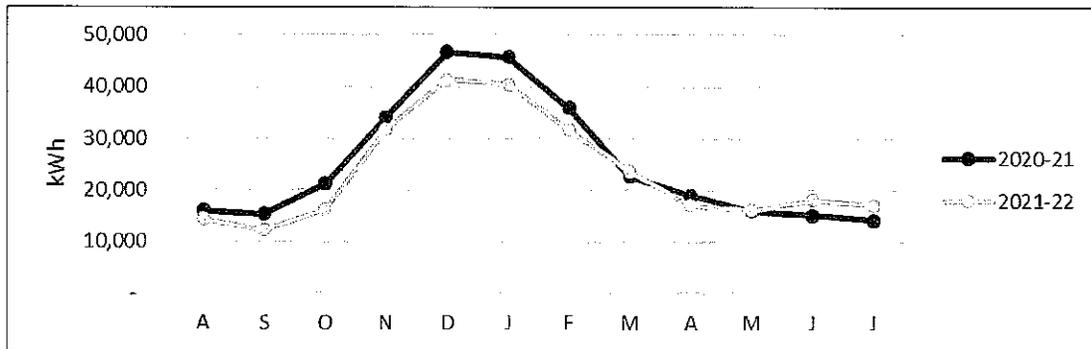


Figure 20: Monthly electricity consumption - Public Works

Total energy costs average around \$24,000 per year, with electricity accounting for about 83% and fuel oil for 17%. Monthly electricity consumption has been remarkably consistent over the past two years, indicating good and consistent control of building systems. There is an expected winter peak due to space heating, and a much smaller increase during the summer from the few window air conditioners and split systems.

Fuel oil deliveries tend to occur between November and April, corresponding with the heating season.

The Public Works facility is not eligible for an ENERGY STAR score because there is insufficient national data for similar facilities in the ENERGY STAR Portfolio Manager database. Other metrics, such as the



energy and cost intensities (24.9 kBtu/sf and \$0.50/sf, respectively), can help facility managers compare this building's energy use to other local ice rinks.

Based on the average energy usage shown in Table 14, this site produces approximately 152 tons of CO₂ per year, the annual emissions equivalent of about 30 passenger cars or the amount of CO₂ absorbed by 163 acres of forest per year.

Energy End-Use Analysis

Lighting appears to be the largest single energy user at the Public Works facility (39%), followed by electric heat (29%), oil heat (16%), and receptacle equipment (14%). This suggests that the best opportunities for energy savings can be found in the lighting and heating systems, which corresponds with the site visit findings of generally older lighting and heating systems.

Table 15: Energy end-use breakdown - Public Works

| ENERGY END-USE | Electricity | | | | Fuel Oil | | | | Total Energy | | |
|----------------|----------------|------------|------------------|-------------|--------------|------------|-----------------|-------------|------------------|------------|------------|
| | [kWh] | [MBtu] | [\$] | [%] | [gal] | [MBtu] | [\$] | [%] | [\$] | [% Energy] | [% Cost] |
| Spc Ht - Oil | - | - | \$ - | 0% | 1,346 | 187 | \$ 4,211 | 100% | \$ 4,211 | 17% | 18% |
| Spc Ht - Elec | 98,858 | 337 | \$ 6,928 | 36% | - | - | \$ - | 0% | \$ 6,928 | 30% | 29% |
| Spc Cool | 5,210 | 18 | \$ 365 | 2% | - | - | \$ - | 0% | \$ 365 | 2% | 2% |
| HW Pumps | 516 | 2 | \$ 36 | 0% | - | - | \$ - | 0% | \$ 36 | 0% | 0% |
| DHW - Elec | 2,466 | 8 | \$ 173 | 1% | - | - | \$ - | 0% | \$ 173 | 1% | 1% |
| Lighting | 120,047 | 410 | \$ 8,413 | 44% | - | - | \$ - | 0% | \$ 8,413 | 36% | 36% |
| Recp Eqp | 48,186 | 164 | \$ 3,377 | 18% | - | - | \$ - | 0% | \$ 3,377 | 15% | 14% |
| TOTAL | 275,208 | 425 | \$ 20,227 | 100% | 1,346 | 187 | \$ 4,211 | 100% | \$ 24,438 | 99% | 99% |

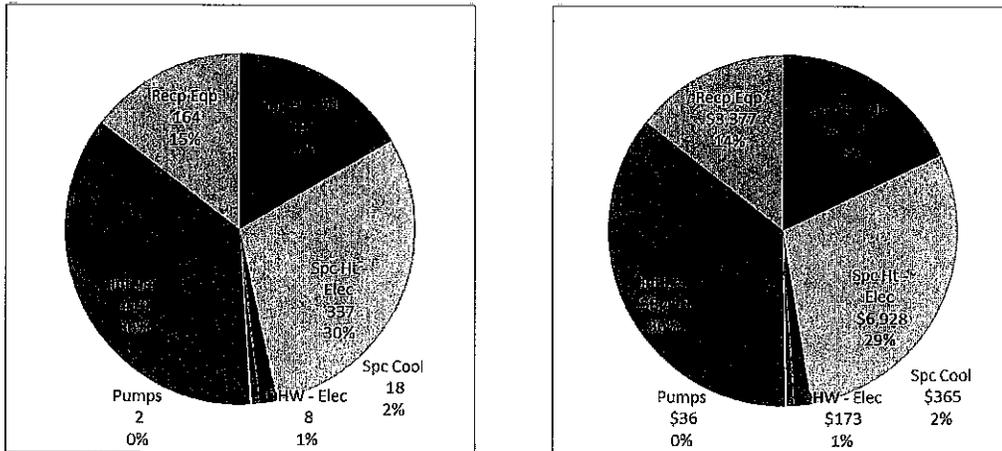


Figure 21: Energy end-uses by total energy (MBtu, left) and cost (right) – Public Works

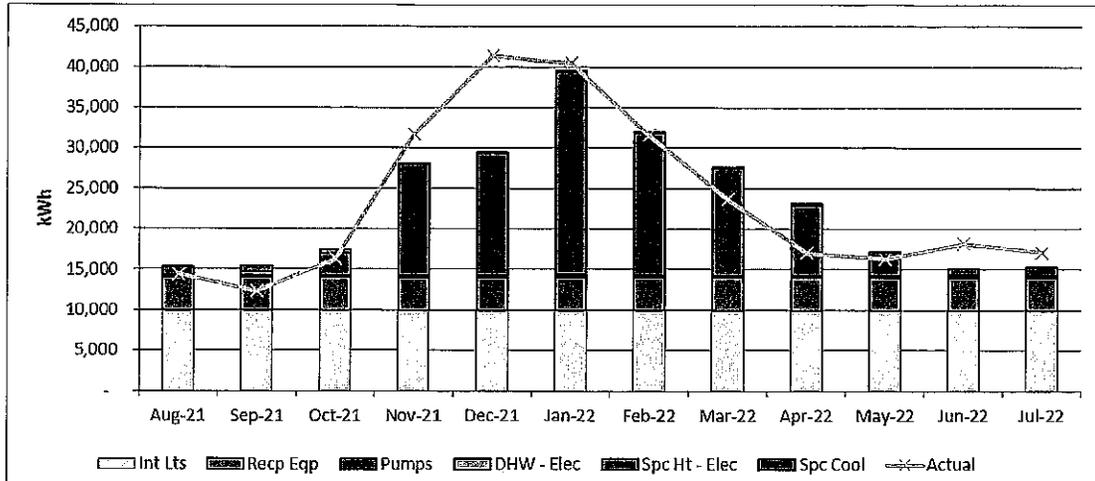


Figure 22: Monthly electricity use (modeled vs. actual) - Public Works

Energy Conservation and Renewable Energy Measures (ECMs)

ECM-PW01: LED Lighting Upgrade

Replace all non-LED interior and exterior lighting with LEDs.

| Existing Conditions | The majority of interior lights are T8 or T12 fluorescent, and exterior lighting for sheds and area lighting are HID. | | | | | | | | | | | | | | | | | | |
|--------------------------|---|--------------------|------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|--------|---|-----|----------|-------|-------|-----------|----------|-----|
| ECM Details | LED lights are suitable for nearly all applications and typically provide at least 50% energy savings while greatly increasing service life. Select LEDs that meet either ENERGY STAR or DLC efficiency and quality standards, and consider removing or bypassing existing ballasts. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Fuel Oil [gal]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>60,023</td> <td>-</td> <td>205</td> <td>\$ 4,592</td> <td>18.2%</td> <td>19.5%</td> <td>\$ 38,000</td> <td>\$ 8,756</td> <td>6.4</td> </tr> </tbody> </table> | Electricity [kWh] | Fuel Oil [gal] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 60,023 | - | 205 | \$ 4,592 | 18.2% | 19.5% | \$ 38,000 | \$ 8,756 | 6.4 |
| Electricity [kWh] | Fuel Oil [gal] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 60,023 | - | 205 | \$ 4,592 | 18.2% | 19.5% | \$ 38,000 | \$ 8,756 | 6.4 | | | | | | | | | | | |

ECM-PW02: Improve Unit Heater Controls

Periodically check thermostat and fan settings or install programmable thermostats.

| | |
|---------------------|---|
| Existing Conditions | Space heat is mostly provided by electric unit heaters, and these tend to have very simple controls that are either integrated with the unit (and difficult to access) or connected to an analog wall thermostat. |
|---------------------|---|



| ECM Details | Due to their simple but sometimes difficult-to-access controls, unit heaters are often left running when they are not needed. Consider periodic checks of each unit heater to ensure it is operating properly, or install digital programmable thermostats that can automatically set temperatures back when vacant. | | | | | | | | | | | | | | | | | | |
|--------------------------|--|--------------------|------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|-------|---|----|--------|------|------|----------|--------|-----|
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Fuel Oil [gal]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>9,886</td> <td>-</td> <td>34</td> <td>\$ 756</td> <td>3.0%</td> <td>3.2%</td> <td>\$ 2,000</td> <td>\$ 989</td> <td>1.3</td> </tr> </tbody> </table> | Electricity [kWh] | Fuel Oil [gal] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 9,886 | - | 34 | \$ 756 | 3.0% | 3.2% | \$ 2,000 | \$ 989 | 1.3 |
| Electricity [kWh] | Fuel Oil [gal] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | |
| 9,886 | - | 34 | \$ 756 | 3.0% | 3.2% | \$ 2,000 | \$ 989 | 1.3 | | | | | | | | | | | |

ECM-PW03: Replace Existing Heating and Cooling Systems with Heat Pumps
Provide high efficiency heating and cooling in offices and shops.

| Existing Conditions | Window air conditioners are among the least efficient methods of mechanical cooling, as the small package limits compressor efficiency and installation through windows or walls leads to unwanted air infiltration. Electric unit heaters are more efficient than combustion equipment, but far less efficient than heat pumps. The oil-fired boiler serving the electrician's shop consumes costly and highly-polluting fuel oil and is approaching its end-of-life. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------|---|--------------------|------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|----------|-------|-----|----------|-------|-------|-----------|-------|-----|--------|---|-----|----------|-------|-------|-----------|--------|-----|
| ECM Details | In shops and offices, consider replacing window air conditioners and electric unit heaters with high efficiency, ENERGY STAR-rated split system air conditioners similar to the new unit serving the tool shop. In the electrician's shop, consider replacing the boiler with either electric unit heaters and/or heat pumps. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Fuel Oil [gal]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>(11,848)</td> <td>1,346</td> <td>146</td> <td>\$ 3,305</td> <td>13.0%</td> <td>14.1%</td> <td>\$ 15,000</td> <td>\$ 80</td> <td>4.5</td> </tr> <tr> <td>64,668</td> <td>-</td> <td>221</td> <td>\$ 4,947</td> <td>19.6%</td> <td>21.0%</td> <td>\$ 25,000</td> <td>\$ 190</td> <td>5.0</td> </tr> </tbody> </table> | Electricity [kWh] | Fuel Oil [gal] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | (11,848) | 1,346 | 146 | \$ 3,305 | 13.0% | 14.1% | \$ 15,000 | \$ 80 | 4.5 | 64,668 | - | 221 | \$ 4,947 | 19.6% | 21.0% | \$ 25,000 | \$ 190 | 5.0 |
| Electricity [kWh] | Fuel Oil [gal] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | | | | | | | | | | | | |
| (11,848) | 1,346 | 146 | \$ 3,305 | 13.0% | 14.1% | \$ 15,000 | \$ 80 | 4.5 | | | | | | | | | | | | | | | | | | | | |
| 64,668 | - | 221 | \$ 4,947 | 19.6% | 21.0% | \$ 25,000 | \$ 190 | 5.0 | | | | | | | | | | | | | | | | | | | | |

ECM-PW04: Rooftop Solar
Examine the feasibility of rooftop solar

| | |
|-------------|--|
| ECM Details | As Haverford Township improves energy efficiency at this location, renewable energy such as on-site solar or grid-purchased wind power should be considered. A high-level solar analysis indicates that installing solar panels on the roofs of the garages, large sheds, and new garage's south face could generate more than twice the site's current average electricity use. If the ECMs described above are implemented, the panels could generate over four times the site's electricity use. Note that the estimated SREC revenue is based on \$40/MWh. |
|-------------|--|



| Renewable Energy Analysis | System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kW w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] |
|---------------------------|------------------|---------------------|-------------------|-----------------------|------------------------|------------------------|--|----------------------------|---------------|
| | 468 | 33,627 | 618,354 | \$ 47,304 | 224.6% | 405.3% | \$ 819,000 | \$ 24,734 | 11.4 |

ECM Summary

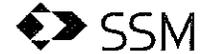
The tables below present a summary of the energy conservation and renewable energy measures described above.

Table 16: ECM summary – Public Works

| # | Energy Conservation Measures | SAVINGS | | | | | | COST | | |
|-------|----------------------------------|-------------------|----------------|--------------------|------------------|-----------------------|----------------|-------------------|------------------|---------------|
| | | Electricity [kWh] | Fuel Oil [gal] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
| - | 2021-22 Utility Data | 280,440 | 1,329 | 1,141 | \$ 23,814 | - | - | \$ - | \$ - | - |
| 0 | Energy End-Use Analysis | 275,283 | 1,346 | 1,126 | \$ 23,503 | - | - | \$ - | \$ - | - |
| | Difference | (5,157) | 16 | (15) | \$ (310) | - | - | \$ - | \$ - | - |
| | % Error | -2% | 1% | -1% | -1% | - | - | - | - | - |
| PW01 | LED lighting upgrade | 60,023 | - | 205 | \$ 4,592 | 18.2% | 19.5% | \$ 38,000 | \$ 8,756 | 6.4 |
| PW02 | Improve unit heater controls | 9,886 | - | 34 | \$ 756 | 3.0% | 3.2% | \$ 2,000 | \$ 989 | 1.3 |
| PW03a | Replace boiler with heat pump | (11,848) | 1,346 | 146 | \$ 3,305 | 13.0% | 14.1% | \$ 15,000 | \$ 80 | 4.5 |
| PW03b | Replace unit heaters and windows | 64,668 | - | 221 | \$ 4,947 | 19.6% | 21.0% | \$ 25,000 | \$ 190 | 5.0 |
| | Total | 277,729 | 1,346 | 1,605 | \$ 13,600 | 53.1% | 57.9% | \$ 80,000 | \$ 10,015 | 5.1 |

Table 17: Renewable energy measures - Public Works

| | Renewable Energy Measures | System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kW w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] |
|------|---------------------------|------------------|---------------------|-------------------|-----------------------|------------------------|------------------------|--|----------------------------|---------------|
| PW4a | Large shed 1 | 130 | 9,375 | 172,432 | \$ 13,191 | 62.6% | 113.0% | \$ 227,500 | \$ 6,897 | 11.3 |
| PW4b | Large shed 2 | 182 | 13,067 | 240,244 | \$ 18,379 | 87.3% | 157.5% | \$ 318,500 | \$ 9,610 | 11.4 |
| PW4c | New garage south face | 28 | 2,035 | 37,468 | \$ 2,866 | 13.6% | 24.6% | \$ 49,000 | \$ 1,499 | 11.2 |
| PW4d | Garages | 128 | 9,150 | 168,210 | \$ 12,868 | 61.1% | 110.3% | \$ 224,000 | \$ 6,728 | 11.4 |
| | Total | 468 | 33,627 | 618,354 | \$ 47,304 | 224.6% | 405.3% | \$ 819,000 | \$ 24,734 | 11.4 |



Community Recreation and Environmental Center – 9000 Parkview Drive

Facility Overview

The Community Recreation and Environmental Center (CREC) is a 10 year-old LEED-certified building with many energy and sustainability elements such as white reflective roofing, daylighting optimization, high efficiency geothermal HVAC systems, and low-management landscaping among other features. The original fluorescent lighting is currently being replaced with LEDs in phases through the PECO Direct Install program, with all lighting expected to be complete by the end of 2022. The mechanical system features a Trane RTWD water-cooled heat recovery screw chiller connected to a geothermal condenser loop and four-pipe hot/chilled water fan-coil distribution system. This is a somewhat unusual and innovative configuration and can be extremely energy efficient, although operation and maintenance issues have been reported and the system requires advanced knowledge to manage and service. A BAS provides Direct Digital Control of all mechanical equipment.

Utility Analysis and Benchmarking

The CREC’s LEED design uses many different strategies to reduce the building’s energy consumption and carbon footprint, most notably the all-electric geothermal heat recovery chiller plant which eliminates the need for on-site fossil fuel (e.g. natural gas or fuel oil). This results in comparatively lower energy and cost intensities (kBtu/ft² and \$/ft²) as reflected in the tables below and the executive utility summary table.

Table 18: Utility summary - CREC

| Start Date | End Date | Electricity | | | Energy | | | |
|------------|-----------|-------------|-----------|----------|--------|-----------|---------|---------|
| | | [kWh] | [\$] | [\$/kWh] | [MBtu] | [\$] | kBtu/sf | \$/sf |
| 8/1/2020 | 7/31/2021 | 616,896 | \$ 46,072 | \$ 0.075 | 2,105 | \$ 46,072 | 37.9 | \$ 0.83 |
| 8/1/2021 | 7/31/2022 | 660,096 | \$ 48,544 | \$ 0.074 | 2,252 | \$ 48,544 | 40.6 | \$ 0.87 |
| AVERAGE | | 638,496 | \$ 48,544 | \$ 0.074 | 2,179 | \$ 47,308 | 39.2 | \$ 0.85 |

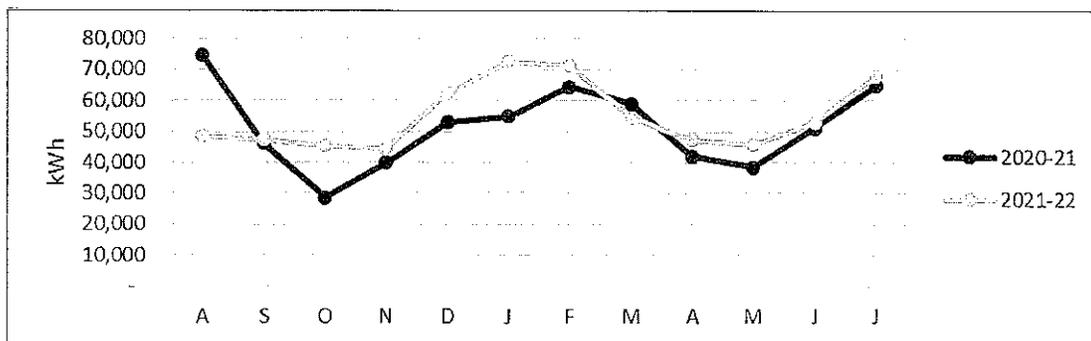


Figure 23: Monthly electricity consumption – CREC

Total electricity costs average around \$47,000 per year. Monthly electricity consumption has been relatively consistent over the past two years (with the exception of August and October), indicating good and consistent control of building systems. Slightly lower consumption in 2020-21 is possibly due to reduced occupancy or weather effects. The geothermal heat recovery chiller causes peak in consumption during both heating and cooling seasons.



The CREC is not eligible for an ENERGY STAR score because there is insufficient national data for similar facilities in the ENERGY STAR Portfolio Manager database. Other metrics, such as the energy and cost intensities (39.2 kBtu/sf and \$0.85/sf, respectively), can help facility managers compare this building's energy use to other local rec centers.

Based on the average energy usage shown in Table 18, this site produces approximately 304 tons of CO₂ per year, the annual emissions equivalent of about 60 passenger cars or the amount of CO₂ absorbed by 327 acres of forest per year.

Energy End-Use Analysis

The energy end-use analysis estimates that the HVAC system accounts for over 60% of total energy costs, with lighting (24%), receptacle equipment (11%), and domestic water heating (2%) making up the remainder. Lighting systems are in the process of a total LED conversion, which will generate immediate energy savings and reduce maintenance costs. The HVAC system is somewhat complex and may be unfamiliar to many engineers, controls contractors, and service technicians, making it a priority to periodically review the system's performance and sustain a relationship with qualified service personnel.

Table 19: Energy end-use breakdown - CREC

| ENERGY END-USE | Electricity | | | |
|------------------------|----------------|--------------|------------------|-------------|
| | [kWh] | [MBtu] | [\$] | [%] |
| Spc Ht | 152,021 | 519 | \$ 11,180 | 23% |
| Spc Cool | 94,708 | 323 | \$ 6,965 | 14% |
| Fans | 133,208 | 455 | \$ 9,796 | 20% |
| HW Pumps | 6,598 | 23 | \$ 485 | 1% |
| CHW Pumps | 10,049 | 34 | \$ 739 | 2% |
| CW Pumps | 18,563 | 63 | \$ 1,365 | 3% |
| DHW | 16,490 | 56 | \$ 1,213 | 2% |
| Int Lts | 142,566 | 486 | \$ 10,484 | 22% |
| Recp Eqp | 71,283 | 243 | \$ 5,242 | 11% |
| Ext Lts | 15,577 | 53 | \$ 1,146 | 2% |
| TOTAL/ % ACTUAL | 661,064 | 2,256 | \$ 33,615 | 100% |

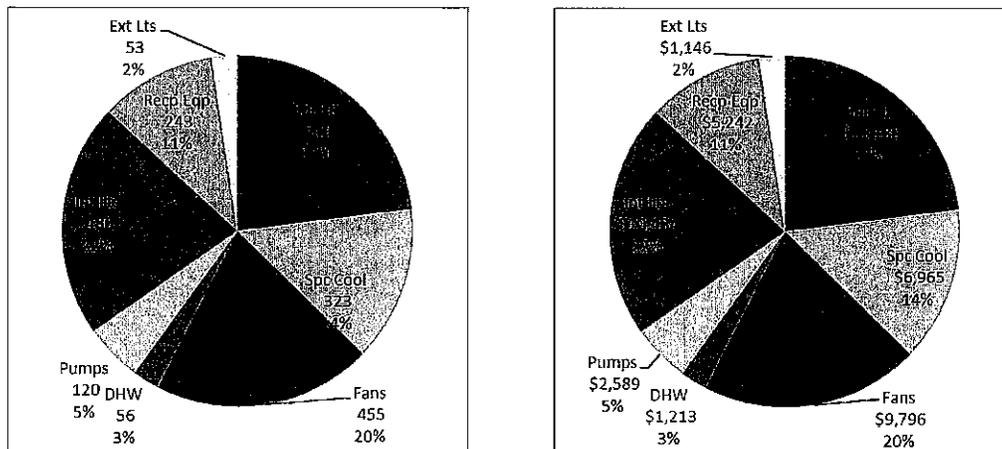


Figure 24: Energy end-uses by total energy (MBtu, left) and cost (right)

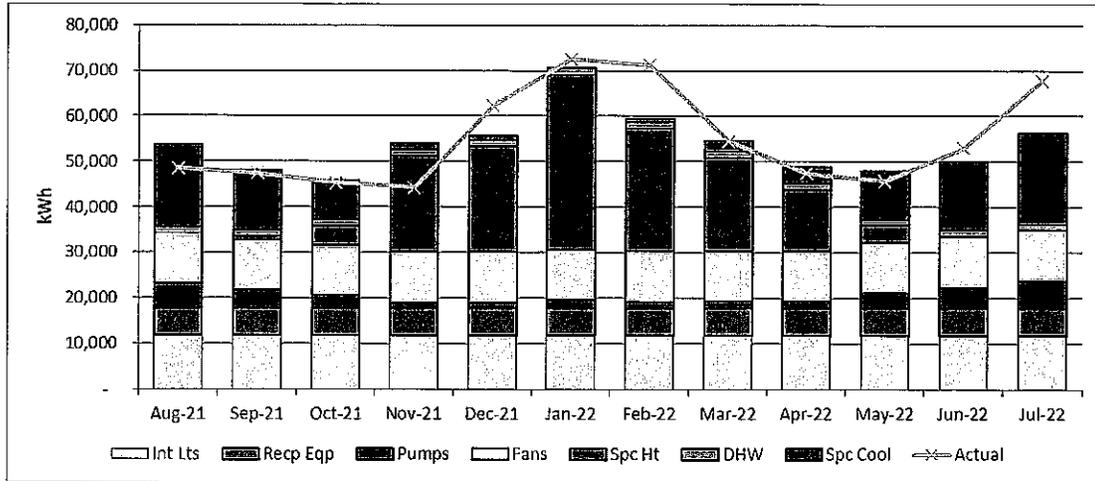


Figure 25: Monthly electricity use (modeled vs. actual) – CREC

Energy Conservation and Renewable Energy Measures (ECMs)

ECM-C01: LED Lighting Upgrade

Replace all non-LED interior and exterior lighting with LEDs.

| Existing Conditions | Lighting is currently being converted to LED through PECO, with phase 1 nearly complete and phase 2 planned for completion by the end of 2022. Remaining lighting includes exterior lights, accent lights, and approximately 30% of remaining indoor lighting including corridors, classrooms, and storage areas. | | | | | | | | |
|--------------------------|---|-------------------|--------------------|------------------|-----------|--------|----|----------|------|
| ECM Details | LED lights are suitable for nearly all applications and typically provide at least 50% energy savings while greatly increasing service life. Select LEDs that meet either ENERGY STAR or DLC efficiency and quality standards, and consider removing or bypassing existing ballasts. | | | | | | | | |
| Potential Energy Savings | <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Electricity [kWh]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Savings</th> </tr> </thead> <tbody> <tr> <td>23,722</td> <td>81</td> <td>\$ 1,815</td> <td>3.6%</td> </tr> </tbody> </table> | Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings | 23,722 | 81 | \$ 1,815 | 3.6% |
| Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings | | | | | | |
| 23,722 | 81 | \$ 1,815 | 3.6% | | | | | | |

ECM-C02: BAS Optimization and Continuous Commissioning

Prioritize the efficient operation and thorough monitoring of this facility's BAS

| | |
|---------------------|---|
| Existing Conditions | Like the administration and police building, the Trane Tracer BAS at the CREC appears to be generally in good condition, regularly updated, and correctly |
|---------------------|---|



programmed. The user interface is intuitive, shows a reasonably complete amount of information about the controlled systems, and allows for trending of data points to monitor performance over time. PES reviewed equipment schedules and interface screens, but was unable to thoroughly review all control sequences.

ECM Details

Modern building control systems are very powerful tools, but they require understanding and careful management to maintain long-term energy performance. It is recommended to develop and implement a plan to routinely evaluate and optimize BAS settings and control sequences, such as “continuous commissioning.” Goals of the plan should include supporting staff in making timely responses to alarms and maintenance needs, reviewing settings and sequences to ensure they meet the facility’s current needs, and defining opportunities to use high-performance control sequences to increase energy savings. It is likely that energy savings of up to 5% are possible in both the heating and cooling systems if the general recommendations from ECM-A02 are followed, as well as the additional measures specific to the CREC:

- Examine and repair outside air temperature and humidity sensors: As shown in the image below, these sensors are reading 75°F and 100% humidity whereas the weather report on the desktop’s taskbar shows 92°F and sunny, which was accurate for the day. The outside air sensors are critical to many of the HVAC control sequences and having incorrect data can impact basic system functionality and comfort as well as severely increasing energy use. It is recommended to examine the location, function, and connectivity of these sensors and ensure that they periodically reviewed and maintained.

| | | | | |
|---------------------------------|-------------------|--------------------|------------------|-----------|
| Potential Energy Savings | Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings |
| | 7,601 | 26 | \$ 581 | 1.1% |

ECM-C03: Rooftop Solar
Examine the feasibility of rooftop solar

ECM Details

As Haverford Township improves energy efficiency at this location, renewable energy such as on-site solar or grid-purchased wind power should be considered. A high-level solar analysis indicates that installing solar panels on the roof could generate nearly 60% of the site’s current average electricity use. Note that the estimated SREC revenue is based on \$40/MWh.



| Renewable Energy Analysis | System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kW w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] |
|---------------------------|------------------|---------------------|-------------------|-----------------------|------------------------|------------------------|--|----------------------------|---------------|
| | 290 | 20,850 | 381,868 | \$ 29,213 | 57.8% | 60.6% | \$ 507,500 | \$ 15,275 | 11.4 |

ECM Summary

The tables below present a summary of the energy conservation and renewable energy measures described above.

Table 20: ECM summary - CREC

| # | Energy Conservation Measures | SAVINGS | | | |
|-----|-------------------------------|-------------------|--------------------|------------------|-------------|
| | | Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings |
| - | 2021-22 Utility Data | 660,096 | 2,252 | \$ 48,544 | - |
| 0 | Energy End-Use Analysis | 661,064 | 2,256 | \$ 48,615 | - |
| | Difference | 968 | 3 | \$ 71 | - |
| | % Error | 0% | 0% | 0% | - |
| C01 | Complete LED lighting upgrade | 23,722 | 81 | \$ 1,815 | 3.6% |
| C02 | BAS optimization | 7,601 | 26 | \$ 581 | 1.1% |
| | Total | 31,323 | 107 | \$ 2,396 | 1.2% |

Table 21: Renewable energy measures - CREC

| Renewable Energy Measures | System Size [kW] | Est. Footprint [sf] | Est. Energy [kWh] | Cost Savings [\$ /yr] | % Savings vs. Existing | % Savings vs. Post-ECM | Est. Cost @ \$2,500/kW w/ 30% IRA credit | Est. SREC Revenue [\$ /yr] | Payback [yrs] |
|---------------------------|------------------|---------------------|-------------------|-----------------------|------------------------|------------------------|--|----------------------------|---------------|
| C03 Rooftop solar | 290 | 20,850 | 381,868 | \$ 29,213 | 57.8% | 60.6% | \$ 507,500 | \$ 15,275 | 11.4 |



Quatrani Building – 2325 Darby Road

Facility Overview

Adjacent to the old township administration building is the Quatrani building, a small one-story building of similar vintage to the old township building that has been converted to a paramedic station and is currently undergoing renovations to the lighting and HVAC including a new central heating/cooling system. Existing mechanical systems include window air conditioners, a Weil-McLain gas-fired hot water boiler, and a Heil/ICP gas/DX split system. The boiler and split system are both about 15 years old.

Utility Analysis and Benchmarking

This facility has recently changed use and is undergoing renovations, so the utility history is very inconsistent and it is difficult to determine trends. Three PECO account numbers were identified for this building based on the information PES received: #15366-01201 (“A”), #06122-01606 (“B”), and #09219-00302 (“C”), but none of the accounts follows a predictable monthly pattern. Further investigation is required to determine exactly what each electric account serves, but the following energy end-use analysis suggests that account “A” matches closely with the projected consumption for the Quatrani building in 2021-22. Account “B” is twice as large and may correspond to the cell tower, and account C is very small and may be connected to the old administration building which is not in use. Utility cost data was likewise complex and incomplete, so the electric rate is assumed to be similar to the Administration and Police Building (\$0.067/kWh) for the purposes of this analysis. PES did not receive natural gas utility data for this site.

Table 22: Utility summary - Quatrani Building

| Start Date | End Date | Acct. #15366-01201 | | Acct #06122-01606 | | Acct. #09219-00302 | |
|------------|-----------|--------------------|----------|-------------------|----------|--------------------|-------|
| | | [kWh] | [\$] | [kWh] | [\$] | [kWh] | [\$] |
| 9/16/2019 | 9/15/2020 | 2,175 | \$ 146 | 57,440 | \$ 3,848 | 1,426 | \$ 96 |
| 9/15/2020 | 9/15/2021 | 5,737 | \$ 384 | 25,440 | \$ 1,704 | 1,425 | \$ 95 |
| 9/15/2021 | 9/15/2022 | 17,326 | \$ 1,161 | 34,360 | \$ 2,302 | 1,379 | \$ 92 |
| AVERAGE | | 8,413 | \$ 564 | 39,080 | \$ 2,618 | 1,410 | \$ 94 |

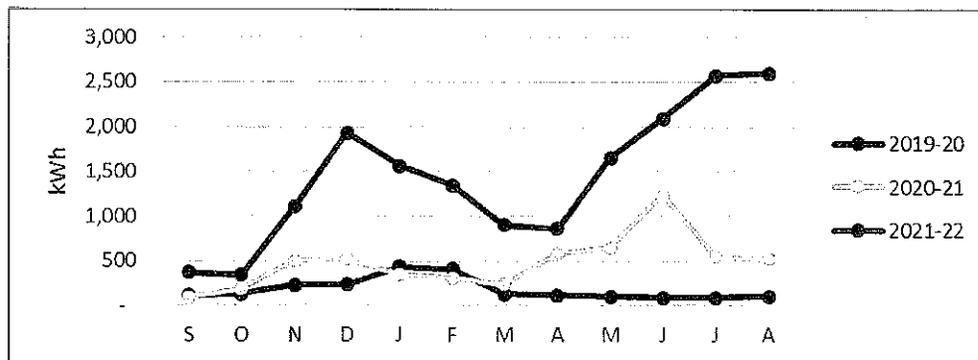


Figure 26: Monthly electricity consumption, account “A” - Quatrani Building

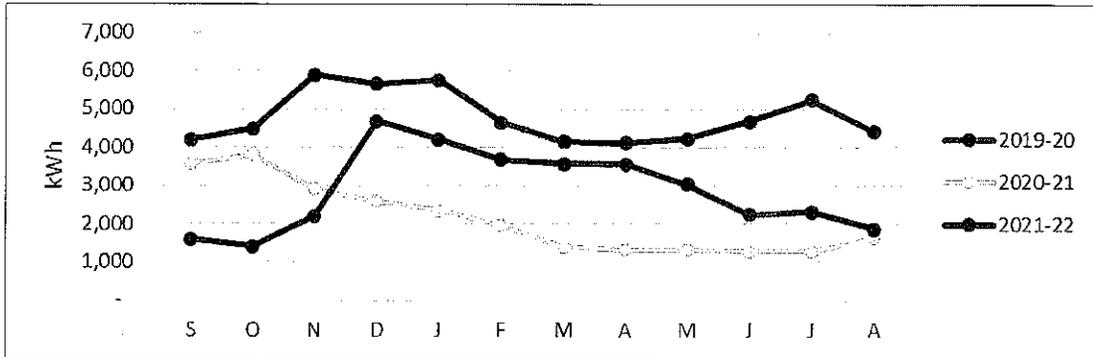


Figure 27: Monthly electricity consumption, account "B" - Quatrani Building

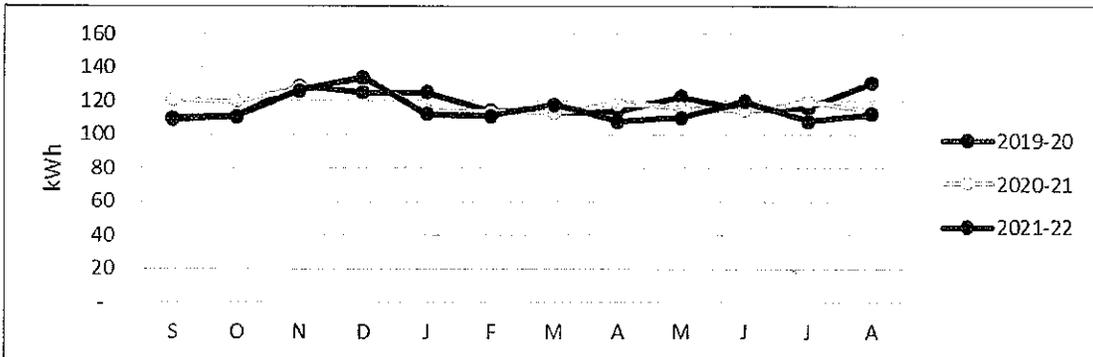


Figure 28: Monthly electricity consumption, account "C" - Quatrani Building.

The Quatrani building is not eligible for an ENERGY STAR score because there is insufficient national data for similar facilities in the ENERGY STAR Portfolio Manager database. Other metrics, such as the energy and cost intensities (67.9 kBtu/sf and \$0.86/sf, respectively), can help facility managers compare this building's energy use to other similar buildings.

Based on the average energy usage shown in Table 22, this site produces approximately 16 tons of CO₂ per year, the annual emissions equivalent of about three passenger cars or the amount of CO₂ absorbed by 17 acres of forest per year.

Energy End-Use Analysis

PES used data gathered during the site visit regarding the various energy-consuming equipment and their operating hours to develop an estimated energy end-use breakdown for this facility. The totals correspond closely with account "A," although the actual monthly trend of usage does not follow the expected base-load and seasonal profiles, which may be due to recent changes in occupancy and renovations. The analysis predicts that space heating with natural gas is likely the largest energy consumer and may account for up to 70% of energy use and over 50% of energy costs. Space cooling (14%) and lighting (12%) are the next largest users, followed by receptacle loads (3%) and domestic water heating (1%). In the table below, the natural gas rate is based on the regional average rate as reported by ENERGY STAR Target Finder (\$0.956/ccf).

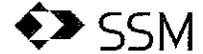


Table 23: Energy end-use breakdown - Quatrani Building

| ENERGY END-USE | Electricity | | | | Natural Gas | | | | Total Energy | | | |
|---------------------|---------------|-----------|-----------------|------------|--------------|------------|-----------------|-------------|--------------|-----------------|------------|------------|
| | [kWh] | [MBtu] | [\$] | [% Energy] | [ccf] | [MBtu] | [\$] | [% Energy] | [MBtu] | [\$] | [% Energy] | [% Cost] |
| Spc Ht | - | - | \$ - | 0% | 1,360 | 136 | \$ 1,300 | 100% | 136 | \$ 1,300 | 70% | 53% |
| Spc Cool | 7,875 | 27 | \$ 528 | 46% | - | - | \$ - | 0% | 27 | \$ 528 | 14% | 22% |
| DHW - Elec | 853 | 3 | \$ 57 | 5% | - | - | \$ - | 0% | 3 | \$ 57 | 1% | 2% |
| Lighting | 6,637 | 23 | \$ 445 | 39% | - | - | \$ - | 0% | 23 | \$ 445 | 12% | 18% |
| Recp Eqp | 1,844 | 6 | \$ 124 | 11% | - | - | \$ - | 0% | 6 | \$ 124 | 3% | 5% |
| TOTAL/ACTUAL | 17,209 | 39 | \$ 1,154 | 69% | 1,360 | 136 | \$ 1,300 | 100% | 136 | \$ 2,453 | 70% | 53% |

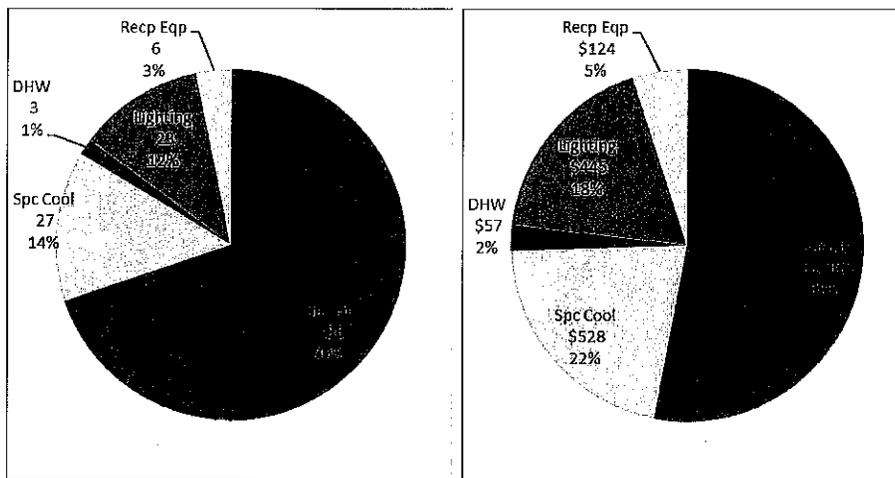


Figure 29: Energy end-uses by total energy (MBtu, left) and cost (right)

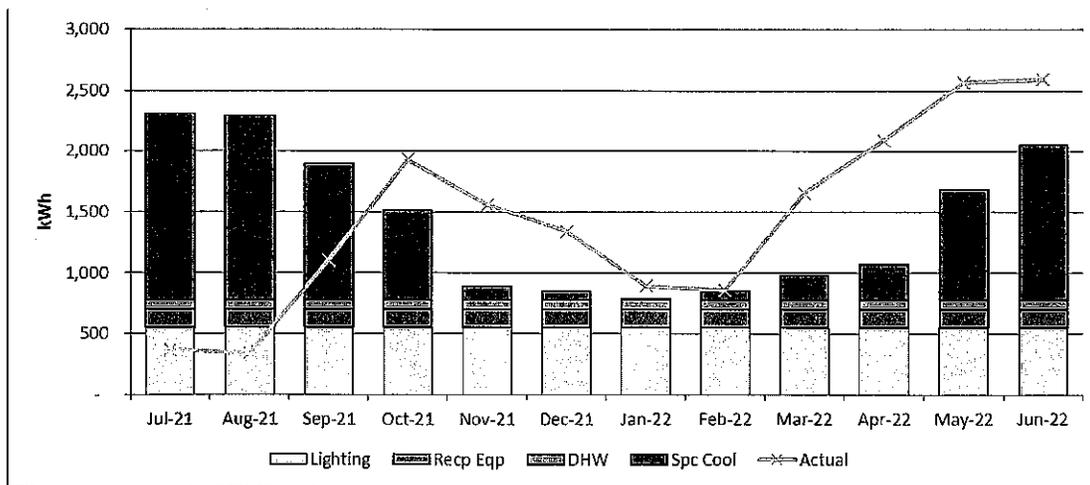


Figure 30: Monthly electricity use (modeled vs. actual account "A") - Quatrani Building

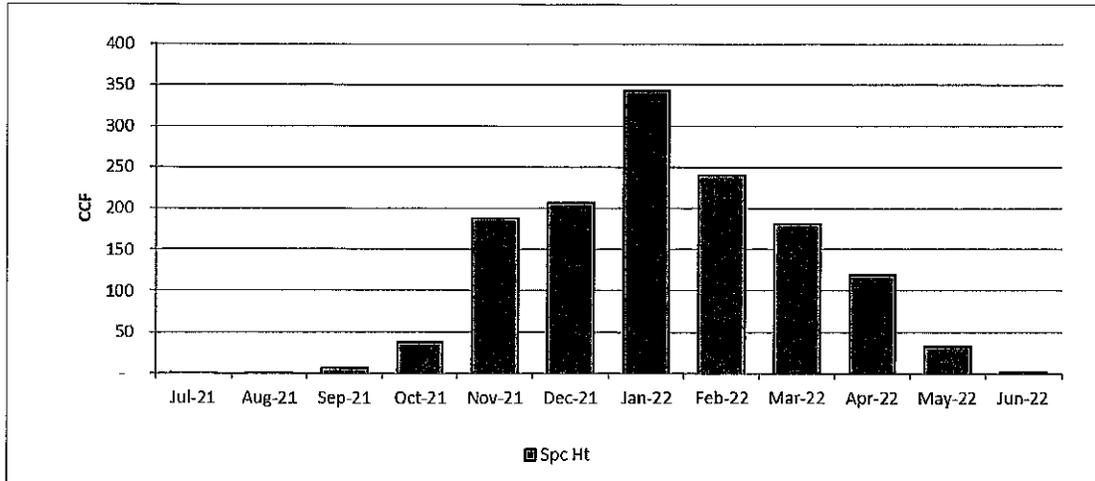


Figure 31: Monthly natural gas consumption (modeled)

Energy Conservation and Renewable Energy Measures (ECMs)

ECM-Q01: LED Lighting Upgrade

Replace all non-LED lighting with LEDs.

| Existing Conditions | The existing fluorescent lighting is planned to be upgraded to LED during ongoing renovations to the building. | | | | | | | | | | | | | | | | | | |
|--------------------------|--|--------------------|-------------------|-----------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|-------|---|----|--------|------|-------|----------|--------|-----|
| ECM Details | LED lights are suitable for nearly all applications and typically provide at least 50% energy savings while greatly increasing service life. Select LEDs that meet either ENERGY STAR or DLC efficiency and quality standards, and consider removing or bypassing existing ballasts. | | | | | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity (kWh)</th> <th>Natural Gas (ccf)</th> <th>Site Energy (MBtu)</th> <th>Energy Cost (\$)</th> <th>% Site Energy Savings</th> <th>% Cost Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback (yrs)</th> </tr> </thead> <tbody> <tr> <td>3,319</td> <td>-</td> <td>11</td> <td>\$ 254</td> <td>5.8%</td> <td>10.4%</td> <td>\$ 1,000</td> <td>\$ 900</td> <td>0.4</td> </tr> </tbody> </table> | Electricity (kWh) | Natural Gas (ccf) | Site Energy (MBtu) | Energy Cost (\$) | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback (yrs) | 3,319 | - | 11 | \$ 254 | 5.8% | 10.4% | \$ 1,000 | \$ 900 | 0.4 |
| Electricity (kWh) | Natural Gas (ccf) | Site Energy (MBtu) | Energy Cost (\$) | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback (yrs) | | | | | | | | | | | |
| 3,319 | - | 11 | \$ 254 | 5.8% | 10.4% | \$ 1,000 | \$ 900 | 0.4 | | | | | | | | | | | |

ECM-Q02: High Efficiency Heat Pumps

Consider using heat pumps for primary heating and cooling

| | |
|---------------------|---|
| Existing Conditions | Existing HVAC systems include a gas-fired boiler and furnace, window air conditioners, and a split system air conditioner. |
| ECM Details | Consider installing split system air-source heat pumps to serve as primary heating and replace the existing window air conditioners. The gas-fired boiler |



and furnace can be retained or upgraded for supplemental heat during the coldest weather, if desired.

Potential Energy Savings

| Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
|-------------------|-------------------|--------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|
| (8,538) | 1,360 | 107 | \$ 647 | 54.9% | 26.4% | \$ 36,000 | \$ 611 | 54.7 |

ECM Summary

The table below presents a summary of the energy conservation measures described above.

Table 24: ECM summary - Quatrani Building

| # | Energy Conservation Measures | SAVINGS | | | | | COST | | | |
|-----|--|-------------------|-------------------|--------------------|------------------|-----------------------|----------------|-------------------|----------------|---------------|
| | | Electricity [kWh] | Natural Gas [ccf] | Site Energy [MBtu] | Energy Cost [\$] | % Site Energy Savings | % Cost Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
| - | 2021-22 Utility Data | 17,326 | 1,360 | 195 | \$ 2,461 | - | - | \$ - | \$ - | - |
| 0 | Energy End-Use Analysis | 17,209 | 1,360 | 195 | \$ 2,459 | - | - | \$ - | \$ - | - |
| | Difference | (117) | - | (0) | \$ (2) | - | - | \$ - | \$ - | - |
| | % Error | -1% | 0% | 0% | 0% | - | - | - | - | - |
| Q01 | LED lighting upgrade | 3,319 | - | 11 | \$ 254 | 5.8% | 10.4% | \$ 1,000 | \$ 900 | 0.4 |
| Q02 | Replace gas-fired HVAC equipment and window ACs w/ HPs | (8,538) | 1,360 | 107 | \$ 647 | 54.9% | 26.4% | \$ 36,000 | \$ 611 | 54.7 |
| | | (5,219) | 1,360 | 118 | \$ 901 | 60.7% | 36.7% | \$ 37,000 | \$ 1,511 | 59.7 |



Parks Maintenance Shop – 600 Glendale Road

Facility Overview

The facility at 600 Glendale Road includes a small parks maintenance shop, two larger stone buildings that are used for summer camps and storage, and a park with HID exterior pole and walkway lights around the skate park and tennis courts. The two-story parks maintenance shop has a window air conditioner and electric unit heater on each floor, T8 fluorescent interior lighting, and HID wallpacks around the exterior.

Utility Analysis and Benchmarking

This site includes several different uses, with the base-load including primarily park lights, and a substantial increase during the winter due to electric unit heaters in the parks shop and adjacent buildings. There is also a slight increase during the summer due to window air conditioners and summer camp activities. PES received two complete years of electricity data for this analysis.

Table 25: Utility summary - Parks Shop

| Start Date | End Date | Electricity | | | |
|------------|-----------|-------------|----------|----------|--------|
| | | [kWh] | [\$] | [\$/kWh] | [MBtu] |
| 8/14/2020 | 8/16/2021 | 41,265 | \$ 3,941 | \$ 0.096 | 141 |
| 8/16/2021 | 8/16/2022 | 49,819 | \$ 4,877 | \$ 0.098 | 170 |
| AVERAGE | | 45,542 | \$ 4,409 | \$ 0.097 | 155 |

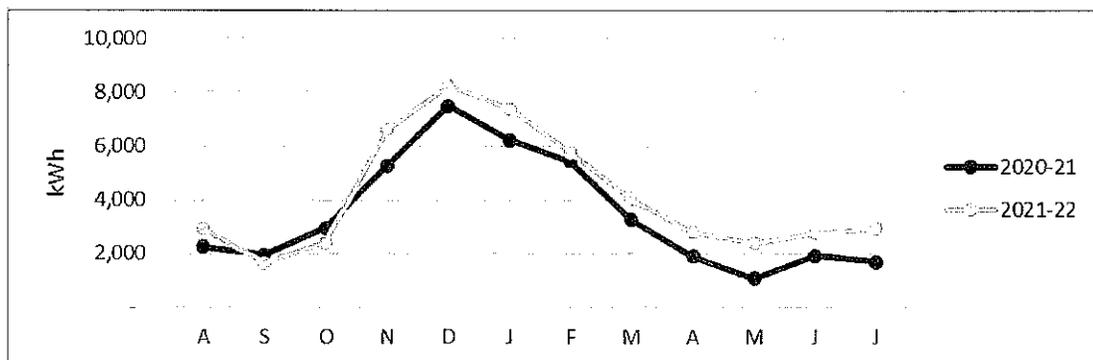


Figure 32: Monthly electricity consumption - Parks Shop

Total electricity costs average around \$4,400 per year, and the pattern of consumption has been relatively consistent over the past two years. Slightly higher usage in 2021-22 may indicate increased summer activities and more extreme heating and cooling seasons.

The Parks shop is not eligible for an ENERGY STAR score because there is insufficient national data for similar facilities in the ENERGY STAR Portfolio Manager database. Other metrics, such as the energy and cost intensities are also not especially useful since this site comprises multiple buildings and exterior lighting is the primary energy use.



Based on the average energy usage shown in Table 25, this site produces approximately 24 tons of CO₂ per year, the annual emissions equivalent of about five passenger cars or the amount of CO₂ absorbed by 26 acres of forest per year.

Energy End-Use Analysis

Exterior lighting and electric unit heaters make up approximately 90% of total electricity use and offer the best opportunities for energy savings. Air conditioning, interior lighting, and receptacle equipment make up the remaining 10%.

Table 26: Energy end-use breakdown - Parks Shop

| ENERGY END-USE | Electricity | | | |
|---------------------|---------------|------------|-----------------|-------------|
| | [kWh] | [MBtu] | [\$] | [%] |
| Spc Ht | 19,815 | 68 | \$ 1,940 | 40% |
| Spc Cool | 2,611 | 9 | \$ 256 | 5% |
| Int Lts | 1,630 | 6 | \$ 160 | 3% |
| Recp Eqp | 815 | 3 | \$ 80 | 2% |
| Ext Lts | 24,817 | 85 | \$ 2,430 | 50% |
| TOTAL/ACTUAL | 49,688 | 170 | \$ 4,864 | 100% |

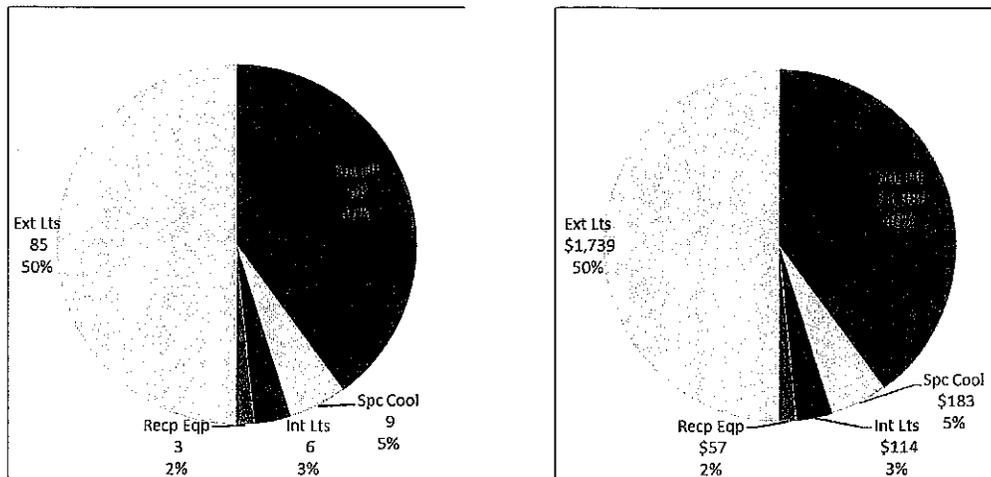


Figure 33: Energy end-uses by total energy (MBtu, left) and cost (right) – Parks Shop

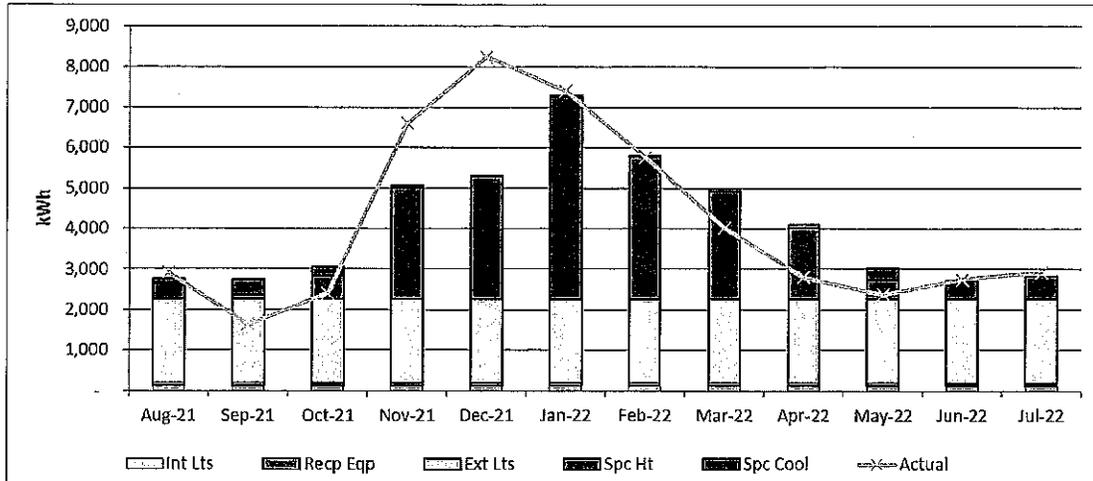


Figure 34: Monthly electricity use (modeled vs. actual) - Parks Shop

Energy Conservation and Renewable Energy Measures (ECMs)

ECM-P01: LED Lighting Upgrade

Replace all non-LED lighting with LEDs.

| Existing Conditions | Existing interior lighting is fluorescent, and exterior lighting includes both compact fluorescent and HID lamps. Exterior lighting accounts for about 50% of total energy use, so replacing these with LED will show dramatic energy savings. | | | | | | | | | | | | | | |
|--------------------------|--|-------------------|--------------------|-------------------|----------------|-------------------|----------------|---------------|--------|----|----------|-------|-----------|----------|-----|
| ECM Details | LED lights are suitable for nearly all applications and typically provide at least 50% energy savings while greatly increasing service life. Select LEDs that meet either ENERGY STAR or DLC efficiency and quality standards, and consider removing or bypassing existing ballasts. | | | | | | | | | | | | | | |
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>13,224</td> <td>45</td> <td>\$ 1,012</td> <td>23.2%</td> <td>\$ 11,000</td> <td>\$ 2,740</td> <td>8.2</td> </tr> </tbody> </table> | Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 13,224 | 45 | \$ 1,012 | 23.2% | \$ 11,000 | \$ 2,740 | 8.2 |
| Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | |
| 13,224 | 45 | \$ 1,012 | 23.2% | \$ 11,000 | \$ 2,740 | 8.2 | | | | | | | | | |

ECM-P02: High Efficiency Heat Pumps

Consider using heat pumps for primary heating and cooling

| | |
|---------------------|--|
| Existing Conditions | Existing HVAC systems include window air conditioners and electric unit heaters. |
|---------------------|--|



| ECM Details | Consider installing split system air-source heat pumps to serve as primary heating and replace the existing window air conditioners. The electric unit heaters can be retained for supplemental heat during the coldest weather, if desired. | | | | | | | | | | | | | | |
|--------------------------|--|-------------------|--------------------|-------------------|----------------|-------------------|----------------|---------------|--------|----|--------|-------|----------|--------|------|
| Potential Energy Savings | <table border="1"> <thead> <tr> <th>Electricity [kWh]</th> <th>Site Energy [MBtu]</th> <th>Energy Cost [\$]</th> <th>% Savings</th> <th>Est. Project Cost</th> <th>Est. Incentive</th> <th>Payback [yrs]</th> </tr> </thead> <tbody> <tr> <td>11,175</td> <td>38</td> <td>\$ 855</td> <td>19.6%</td> <td>\$ 9,000</td> <td>\$ 150</td> <td>10.4</td> </tr> </tbody> </table> | Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | 11,175 | 38 | \$ 855 | 19.6% | \$ 9,000 | \$ 150 | 10.4 |
| Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings | Est. Project Cost | Est. Incentive | Payback [yrs] | | | | | | | | | |
| 11,175 | 38 | \$ 855 | 19.6% | \$ 9,000 | \$ 150 | 10.4 | | | | | | | | | |

ECM Summary

The table below presents a summary of the energy conservation measures described above.

Table 27: ECM summary - Parks Shop

| # | Energy Conservation Measures | SAVINGS | | | | COST | | |
|-----|------------------------------|-------------------|--------------------|------------------|--------------|-------------------|----------------|---------------|
| | | Electricity [kWh] | Site Energy [MBtu] | Energy Cost [\$] | % Savings | Est. Project Cost | Est. Incentive | Payback [yrs] |
| - | 2021-22 Utility Data | 49,819 | 170 | \$ 4,877 | - | \$ - | \$ - | - |
| 0 | Energy End-Use Analysis | 17,209 | 195 | \$ 2,453 | - | \$ - | \$ - | - |
| | Difference | (32,610) | 25 | \$ (2,425) | - | \$ - | \$ - | - |
| | % Error | -65% | 15% | -50% | - | - | - | - |
| P01 | LED lighting upgrade | 13,224 | 45 | \$ 1,012 | 23.2% | \$ 11,000 | \$ 2,740 | 8.2 |
| P02 | High efficiency heat pumps | 11,175 | 38 | \$ 855 | 19.6% | \$ 9,000 | \$ 150 | 10.4 |
| | Total | 11,175 | 38 | \$ 855 | 19.6% | \$ 9,000 | \$ 150 | 10.4 |

ORDINANCE NO. P2 - 2023

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 175-27, Article XVI:

repealing of the no parking at any time restrictions on the east side of Panmure Road, from College Avenue to Buck Lane covered which was added on 12-27-1989 by Ord. No. 2065; amended 2-12-1990 by Ord. No. 2076.

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 , 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION NO. 2297-2023

WHEREAS, 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 2022 Budget as set forth below:

General Fund Expenditure Increases

| | | |
|--------------------------|----|---------|
| Township Buildings (409) | \$ | 40,000 |
| Police (410) | \$ | 600,000 |
| Fire Protection (411) | \$ | 60,000 |
| Code Enforcement (413) | \$ | 10,000 |
| Street Lighting (434) | \$ | 15,000 |
| Parks & Recreation (450) | \$ | 120,000 |
| Skatium (451) | \$ | 85,000 |
| Park Maintenance (454) | \$ | 45,000 |

General Fund Revenue Increases

| | | |
|---|----|-----------|
| Act 205 Foreign Fire Insurance Allocation | \$ | (60,000) |
| Police Special Details | \$ | (600,000) |
| Building & Grading Permits | \$ | (10,000) |
| Recreation Programs | \$ | (165,000) |
| Skatium Ice Rentals | \$ | (85,000) |

General Fund Expenditure Decreases

| | | |
|------------------|----|----------|
| Sanitation (427) | \$ | (55,000) |
|------------------|----|----------|

| | | |
|--|-----------|----------|
| Change in Revenues/Expenditures Net Grand Total | \$ | - |
|--|-----------|----------|

RESOLVED, this 13th day of February, 2023.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq
President, Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary

RESOLUTION 2299-2023

WHEREAS, the Township of Haverford, Delaware County, Commonwealth of Pennsylvania (the "Township") is considering the issuance and sale of one or more series of its general obligation bonds in 2023 (collectively, the "Series of 2023 Bonds") to finance certain capital projects of the Township;

WHEREAS, the Township has been advised by its professional advisors that it is in the best interest of the Township for the Township to offer and sell the Series of 2023 Bonds to the public by means of a negotiated firm commitment underwriting through a financial institution acting as the bond underwriter (the "Bond Underwriter");

WHEREAS, the Township desires to appoint a financial institution to serve as underwriter for its intended Series of 2023 Bond sale and solicited proposals in accordance with Resolution 2296-2023; and

WHEREAS, the Township also desires to authorize the appropriate officers of the Township to take any other actions preliminary to the issuance of the Series of 2023 Bonds and in contemplation thereof;

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 authorizes, as follows:

1. The Township will appoint **JANNEY MONTGOMERY SCOTT**, Philadelphia, PA, to serve as underwriter for the planned sale of Series of 2023 Bonds, which presented an estimated financing plan with the lowest indicative total interest cost (TIC).
2. The Township Manager, the Assistant Township Manager/Director of Finance and any other proper officer of the Township, acting with the advice and assistance of the Township's professional advisors, to take all such additional actions as they or any of them may deem necessary or appropriate and in the best interest of the Township preliminary to and in preparation for this proposed new transaction, including without limitation, the execution of Form G-17 which will facilitate the sharing of financial information of the Township to position us for a successful and timely bond sale.
3. Notwithstanding any provision of this Resolution, the terms and conditions of the Series of 2023 Bonds and all contractual and legal obligations of the Township in connection therewith shall remain subject to the approval of the Board as and to the extent required by law.

RESOLVED, this 13th day of February, 2023.

TOWNSHIP OF HAVERFORD

By: _____
C. Lawrence Holmes, Esq.
President

Attest: _____
David R. Burman
Township Manager/Secretary



Wiss, Janney, Elstner Associates, Inc.
601 Walnut Street, Suite 875W
Philadelphia, Pennsylvania 19106
215.567.0703 tel
www.wje.com

January 5, 2023

Mr. Dave Burman
Township Manager
Haverford Township
1014 Darby Road
Havertown, Pennsylvania 19083

Haverford Township Building

Stone Veneer Replacement Design and Construction Services Proposal
WJE No. 2022.1927

Dear Mr. Burman:

At your request, Wiss, Janney, Elstner Associates, Inc. is pleased to provide this proposal for continued consulting services related to the adhered stone veneer failures at the Haverford Township Building located at 1014 Darby Road in Havertown, Pennsylvania. This proposal includes services related to the development of construction documents for the removal and replacement of the adhered manufactured stone veneer (AMSV) where installed on the subject building. Additionally, this proposal includes budget estimates for bidding and construction period services.

BACKGROUND

The Haverford Township building was design by KCBA Architects in 2016 and constructed by ER Stuebner in 2017. The two-story building is clad with a combination of brick veneer masonry and AMSV, each installed over concrete masonry unit (CMU) walls. On March 7, 2022, a stone veneer cladding failure occurred at the central 2-story section of the east elevation, which was precipitated by observed distress, including bulging and cracking of the veneer cladding. Following the initial collapse, additional stone veneer failures have occurred

WJE was previously engaged to investigate the cause of failure. A report of findings was provided by WJE on November 8, 2022. In that report WJE recommended that all AMSV on the building be removed and replaced due to deficiencies in the scratch coat installed over the CMU substrate. WJE further recommended that associated site walls be modified to incorporate control joints into the veneer assembly and to improve material separations at grade level.

WJE is providing this proposal to develop construction documents to bid and perform the recommended repairs. Additionally, this proposal includes allowances for bidding support services and construction period observation services.

SCOPE OF SERVICES

WJE will perform the following scope of services:

Task 1. Construction Documents

Base Document Development: WJE will utilize the record construction drawings to develop new base documents (elevations and details) as needed to prepare remedial construction repair drawings.

Repair Document Development: WJE will prepare construction drawings and specifications (including bidding and contacting documents) necessary to bid and perform the work. Note, the repair design is predicated on removal and replacement of the AMSV and its underlying plaster assembly only. Existing flashings, copings, trims, and other abutting dissimilar elements of the exterior wall cladding are not to be removed and will be integrated with new AMSV. Sealant joints between the AMSV and abutting dissimilar elements will be removed and replaced.

Task 2. Bid Period Services

WJE will provide support services during the bidding period including:

- Assistance with identifying qualified bidders and procuring bids from contractors with relevant project experience. To the extent the Township requires open publication and solicitation of bids, such solicitation will be performed by the Township.
- Attending one pre-bid meeting at the site to explain the scope of work, to walk the site with prospective bidders, and to respond to questions.
- Reviewing the received bids and providing recommendations to the Township for contractor selection. Final selection is to be made by the Township.

Contract development and negotiation between the Township and the selected contractor is the responsibility of the Township.

Task 3. Construction Period Services

WJE will provide limited professional services during construction including:

- Review of shop drawing and product data submittals.
- Responding to contractor Requests for Information
- Assistance with the evaluation of required in-place mock-ups.
- Performing periodic site visits during construction to observe the overall progress and quality of work. We have assumed four site visits during construction. We will provide site visit reports (SVRs) at the conclusion of each visit. Additional site visits can be performed on a time and expense basis upon request.
- Develop final punch list and review completion of the same.

ASSUMPTIONS AND QUALIFICATIONS

- Construction period site visits shall not be construed as exhaustive or continuous inspections of the work.



- Proposal does not include design of repairs for any latent defects or concealed conditions not otherwise uncovered during prior investigations that may become evident during the remedial repairs. Repair design for such elements will be provided as an additional service.
- Preparation of as-built drawings and sketches is not included.
- Testing, review, and reporting of hazardous materials is not included.

COMPENSATION

WJE proposes to perform and invoice the above Scope of Services in accordance with our *Terms and Conditions for Professional Services* (attached), as noted in Table 1 below.

Table 1. Proposed Fee Breakdown

| Task | Fee* | % Completed to Date |
|--|----------|---------------------|
| Task 1. Base Document Development (lump sum) | \$2,400 | 100% |
| Task 1: Construction Document Development (lump sum) | \$17,900 | 75% |
| Task 2: Bid Support Services (time and expense allowance) | \$2,900 | 0% |
| Task 3: Construction Support Services (time and expense allowance) | \$16,500 | 0% |

Services in addition to those specifically listed above will be performed, and invoiced on a time-and-expense basis in accordance with our *Terms and Conditions for Professional Services* (see hourly billing rates below).

Table 2. Hourly Billing Rates

| Professional Staff | | Professional Support Staff | |
|---------------------|----------|----------------------------|----------|
| Senior Principal | \$400.00 | Senior Specialist | \$180.00 |
| Principal | \$330.00 | Specialist | \$160.00 |
| Associate Principal | \$280.00 | | |
| Senior Associate | \$250.00 | Senior Technician | \$140.00 |
| Associate III | \$220.00 | Technician II | \$120.00 |
| Associate II | \$190.00 | Technician I | \$100.00 |
| Associate I | \$150.00 | | |

CLOSURE AND AUTHORIZATION TO PROCEED

Thank you for the opportunity to submit this proposal. Please indicate your agreement with this proposal by signing in the space provided below and returning a copy as our authorization to proceed.

Agreed and approved

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Paul A. Kovach, P.E.
Associate Principal

Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.75 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

HAVERFORD TOWNSHIP MEMORANDUM

DATE: January 31, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Accepting bids for Penny Trail Phase II

The next step for Phase II of the Penny trail is to accept the bid. Richard E. Pierson was the lowest bidder at \$2,283,845.43. The total including Construction Inspection and 1% incurred cost brings the total construction costs to \$2,538,269.62. The Township contribution to construction is \$395,000 with the balance of the construction costs being funded through a PennDOT grant.

The purpose of the memo is to get Board of Commissioner approval for the Township contribution so we can accept the bid. Once the bids are accepted we will schedule preconstruction meeting. Construction is expected to start in late spring of 2023 and take 9-12 months.

I will be at the February work session to answer any questions.



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

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK, ESQ
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

Funding Memorandum

Thursday January 19, 2023

To: Daniel Snyder P.E.
PennDOT Consultant Project manager
Delaware Valley Regional Planning Commission
190 N Independence Mall West, 8th floor
Philadelphia, Pa. 19106

RE: Haverford Township Multi-Modal Trail Project ECMS #110777

Dear Mr. Snyder,

This memorandum will act as a notice of intent that Haverford Township is prepared to cover \$395,000 of the funding shortfall for the Pa TAP grant associated with the above referenced project.

Sincerely,

Dave Burman
Township Manager
Haverford Township
1014 Darby Road
Havertown, Pa 19083

HVERFORD TOWNSHIP POLICE DEPT.
Memorandum

DATE: January 30, 2023

TO: Dave Burman

FROM: John Viola

SUBJECT: New Vehicles

Whitmoyer Auto Group 1001 East Main Street Mount Joy, PA 17552
meets the requirements under COSTARS Contract #13-111
for the purchase of the following vehicles:

| | |
|---|------------------|
| Four, 2023 Chevrolet Tahoe Police vehicles CK10706, | \$213,000 |
| Two, 2023 Chevrolet Bolt EUV, electric vehicles, | \$60,400 |
| Total | \$273,400 |

2023 Haverford Township Vehicle Purchases

Purchases – Vehicles

Motion: to authorize the purchase of the following vehicles:

Public Works Department:

Sanitation:

One (1) 2023 HV 607 International Cab and Chassis Sanitation/Recycle Truck
Hunter International 2320 High Hill Road Logan Township, NJ 08085
Costars #025-102 in the amount of \$119,875

One (1) Leach 21 Yard 2R-III Trash/Recycling Body for Chassis Listed Above
Grand Turk International Equipment Co. Inc.
1 Schuylkill Parkway Bridgeport, PA 19405
Costars# 025-E22-417 in the amount of \$100,077

Sewer:

One (1) Mainline System Ford Transit TR 350 Van Trakstar Camera and Inspection
Truck
H.A. DeHart & Son 311 Crown Point Road Thorofare, NJ 08086
Costars # 025-052, in the amount of \$196,399.76

Highway:

One (1) 2023 Ford F-550 Cab and Chassis for Dump Truck
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars #025-E22-387, in the amount of \$56,210

One (1) Dynapro 9' Stainless Steel Dump Body with Byers Tailgate Salt Spreader and 9'
Western Pro Plus Plow
Dejanna Truck and Utility Equipment 490 Pulaski Road Kings Park, NY 11754
Costars #025-E22-548, in the amount of \$41,120

One (1) 2023 Ford Super Duty F-350 with 9' Western Pro Plus Plow
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars#025-E22-387, in the amount of \$61,255

One (1) Blast Pot Sand Blaster Model # DB800
Duffless Blasting 5711 Schurmier Road Houston, TX 77048
In the amount of \$15,500

One (1) 11,000 lb. Vehicle Lift
Triple "R" Truck Parts 1915 Chester Pike Eddystone, PA 19022
Costars#008-297, in the amount of \$12,370

Park Maintenance:

- One (1) 2023 Ford Super Duty F-350 Regular Cab with 8' Bed and 9' Western Pro Plus Snow Plow
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$58,810

One (1) 2023 Ford Super Duty F-350 Crew Cab with 8' Bed
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$55,535

EMS:

- One (1) 2023 Ford Super Duty F550 Cab and Chassis for Ambulance Upfit
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$56,300
- Refurbishment and Remount of Ambulance Body and Controls for Upfit on Chassis Listed Above
Pfund Superior Sales Co Inc (Lifeline Emergency Vehicles)
221 Chester Dr. Lower Burrell, PA 15068 in the amount of \$128,410



STEPHENSON EQUIPMENT, INC.
www.stephensonequipment.com

CORPORATE
7201 Paxton Street • Harrisburg, PA 17111 • (717) 564-3434 • (717) 564-7580 fax

INVOICE

Federal ID #25-1511922 • NY DEALER #7068060

| | | | |
|----------|---------|-----|-----|
| Account# | Order # | Brc | Sls |
| 132778 | 8074552 | 08 | 76 |

I N V O I C E

| | | |
|----------|-----------|------|
| Date | Invoice # | Page |
| 02-02-23 | 80051735 | 1 |

Sold To: 000
HAVERFORD TOWNSHIP
2325 DARBY ROAD

Ship To: Hour Mtr:24
HAVERFORD TOWNSHIP
2325 DARBY ROAD

HAVERTOWN PA 19083

HAVERTOWN PA 19083

Ship Via COMMON CARRIER

| | | | |
|-----------------------|---------------------------------|------------------------------------|--|
| Entered By vstraub | Customer Purchase Order NONE | Customer Contact DAVID R BURMAN | Ord Date 02-02-23 |
| DCL800SM25 | 8929 | Equip ID 13610 | Customer Job # Customer Phone # 610-446-1000 |

| Ord | Ship | B/O | Part Number | Description | Unit Price | UM | Extended |
|-----|------|-----|-------------|-------------|------------|----|----------|
|-----|------|-----|-------------|-------------|------------|----|----------|

| | | | | | | | |
|---|--|--|---|--------------|------------|--|------------|
| 1 | | | ID# 13610 Model-DCL800SM25 ODB DCL800SM25 | Serial#-8929 | Sell Price | | 241,167.38 |
|---|--|--|---|--------------|------------|--|------------|

ODB DCL800SM25
SN 8929

Equipped per sale and security
agreement

Terms: Net due upon delivery

Thank you

Sub Total 241,167.38

PANOTAX Sales Tax Number - 0.00

Total Invoice
Due By: 241,167.38
02/02/23

- Harrisburg, PA (800) 325-6455
- Philadelphia, PA (800) 220-4033
- Lancaster, PA (877) 503-4307
- Syracuse, NY (800) 368-6455
- Wilkes-Barre, PA (866) 667-6756
- Albany, NY (518) 357-2200
- Pittsburgh, PA (800) 692-7600
- Aberdeen, MD - service (410) 278-3192

Remit to: Stephenson Equipment Inc
7201 Paxton Street
Harrisburg, PA 17111

HAVERFORD TOWNSHIP MEMORANDUM

DATE: January 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Fence repairs at Hilltop Field

Attached is a quote for fence repairs on the baseball fields at Hilltop Park. The quote is for \$13,700 from Super Fence Co. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # is 0000552947.

If there are any questions, I will be on hand for the Board of Commissioner work session on February 6, 2023.

SUPER FENCE COMPANY

2717 Haverford Road
Ardmore, PA 19003
Phone: (610) 642-4450

INVOICE

DATE: 1/23/23
INVOICE # 553
FOR: FENCE
INSTALLATION

Bill To:

Haverford Twp Parks and Rec
Hilltop Fields
Attention: Brian Barrett

| DESCRIPTION | AMOUNT |
|--|---------------------|
| Hilltop field | |
| Babe Ruth Field: Replace all outfield chain link (fabric only), 310 linear feet 42" high and 20 linear feet 72" high. (1) 4' wide x 42" high single gate to match. | \$5,900.00 |
| Lower field: Repair existing backstop plus replace all 440 linear feet 42" galvanized fabric and 20 linear feet 1 3/8" galvanized top rail. Also to replace (2) single gates and (1) 10' wide double gate. | \$7,800.00 |
|  <p>SUPER FENCE CO. — ARDMORE, PA — 610-642-4450</p> | |
| TOTAL | \$ 13,700.00 |

Make all checks payable to SUPER FENCE COMPANY

If you have any questions concerning this invoice, contact (610) 642-4450, E-mail: superfenceco@aol.com

THANK YOU FOR YOUR BUSINESS!

HAVERFORD TOWNSHIP MEMORANDUM

DATE: January 25, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Twenty (20) 32 Gallon Trash Receptacles for parks

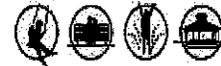
Attached is a quote for 20 trash receptacles to be placed at parks and on trails in Haverford Township. The quote is for \$15,560 from General Recreation, Inc. The receptacles were chosen to match existing trash receptacles and upon resident requests—more trash receptacles needed in the neighborhood parks. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # PA 014-071 and Vendor ID #122659

If there are any questions, I will be on hand for the Board of Commissioner work session on February 6, 2023.

PRICE QUOTE
 DATE: 1/10/2023
 QUOTE # trash
 BY Larry McCullough
 CELL 610-331-6554
 PH 800-726-4793
 FX: 610-353-5161

GENERAL RECREATION, INC.
 PO BOX 440
 NEWTOWN SQUARE, PA 19073
larry@gen-rec.com



GENERAL RECREATION, INC.

CUST: HAVERFORD TOWNSHIP
 ATTN: Eileen Mottola

TERMS:
 SHIPPED BY: CC
 F. O. B.: DEL
 SHIP DATE:
 PHONE: 610-449-9307
 EMAIL:
emottola@havtwp.org

| Quantity | Model # | DESCRIPTION | Each | Total |
|---|---------|--|------------|-------------|
| TRASH RECEPTACLE | | | | |
| 20 | | Premier Polysteel 992-031 32gal perforated square trash recpt arch lid and liner | \$680.00 | \$13,600.00 |
| 1 | | shipping | \$1,960.00 | \$1,960.00 |
| PRICE VALID UNTIL 1/24/23 | | | | |
| ANY UNFORESEEN UNDERGROUND IMMOVABLE OBJECTS MAY REQUIRE AN ADDITIONAL FEE TO REMOVE | | | | |

THE PRICE INCLUDES SHIPPING COST SUB: \$15,560.00
 NOT INCLUDE ARE UNLOADING , STORAGE AND INSTALLATION

THE ABOVE EQUIPMENT CAN BE PURCHASED
 PA STATE CONTRACT & COSTARS -14
 COSTARS VENDOR NUMBER 122659

Freight:

Quote valid for 30 days
 To confirm order please sign below and fax to 610-353-5161
 Signature _____

SUB: \$15,560.00
 Sales Tax:
 Total: \$15,560.00

GENERAL RECREATION, INC.

AGENDA

**REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room**

**February 13, 2023
Monday, 7:00 p.m.
Township of Haverford**

1. Opening of Meeting

- a. Roll Call
- b. Pledge of Allegiance

***The Board met in Executive Session on January 23, 2023 and February 6, 2023 to discuss legal, personnel and real estate matters.**

2. Police Department – Sergeant Promotion

Motion: to appoint Officer Michael Kenny to the position of Sergeant.

Voting order 1 2 3 5 7 8 9 4 6

3. Presentation – Library Renovations Update

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

5. Bureau of Fire Report

6. Township Auditor Update

7. David R. Burman – Township Manager Update

8. Approval of Minutes Regular Meeting Minutes of January 9, 2023

Motion: to approve the Regular Meeting Minutes of January 9, 2023.

Voting order 1 2 3 5 7 8 9 4 6

9. Approval of Warrants

Motion: to approve the following warrant #2-2023 totaling \$3,557,173.46

General & Sewer fund Payroll for January 19, 2023 in the amount of \$776,916.25

General & Sewer fund Payroll for February 2, 2023 in the amount of \$685,088.92

General Fund disbursements #2-2023 in the amount of \$1,422,178.15

13. Resolution No. 2297 -2023 Transfer of Funds

Motion: to adopt Resolution No. 2297-2023 authorizing the transfer of 2022 funds.

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2299-2023 Selection of Underwriter for 2023 Bond

Motion: to appoint Janney Montgomery Scott as the Township of Haverford’s underwriters for the 2023 Bond issue and authorize the Township Manager and Assistant Township Manager to take any other actions preliminary to the issuance of the Series of 2023 Bonds and in contemplation thereof.

Voting order 1 2 3 5 7 8 9 4 6

15. Resolution No. 2300-2023 Black History Month

Motion: to adopt Resolution No. 2300-2023 RECOGNIZING AND CELEBRATING THE MONTH OF FEBRUARY AS BLACK HISTORY MONTH

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2301-2023 ARPA Purchase Authorizations

Motion: to adopt Resolution No. 2301-2023, that the Board of Commissioners desires to make improvements and financial investments in several Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury’s Final Rule, as follows:

- **One (1) Old Dominion Brush Company Model DCL800SM “XTREME VAC” Leaf and Debris Collection Unit at a cost not to exceed \$241,167.38; under CoStars Contract #4400020075**
- **Initial supply (50) of “Welcome to Haverford Township * Shop Small * Shop Local” Banners at a cost not to exceed \$5,096.32**
- **Purchase, installation, training and maintenance for TRAISR Asset Management software at a cost not to exceed \$125,000; and**

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township’s American Rescue Plan Fund allocation for the above referenced projects and initiatives.

Voting order 1 2 3 5 7 8 9 4 6

16. Contract Awards

Township Building

Motion: to award a professional services contract to Wiss, Janney, Elstner Associates, Inc. in the amount of \$23,875 to prepare construction documents and administer the bid and construction processes for installation of a new stone veneer on the Township Building, with additional site inspections to be performed on a time and materials basis.

Voting order 1 2 3 5 7 8 9 4 6

Skatium – Cooling Towers Replacement

Motion: to award a Cooling Towers Replacement contract to McCloskey Mechanical Contractors., Blackwood, NJ, in the amount of \$326,400.00; submitting the lowest responsible bid; AND

To award an electrical contract for the Cooling Towers Replacement to Schipsi Electric, Malvern, PA, in the amount of \$17,603.00; submitting the lowest responsible bid.

Voting order 1 2 3 5 7 8 9 4 6

Parks and Recreation – Pennsy Trail

Motion: to accept the bid of Richard E. Pierson Construction Co., Inc. of Swedesboro, NJ, having the lowest responsible bid; as reported by PennDOT, and to commit \$395,000 of Township funds to the construction phase of the project.

Voting order 1 2 3 5 7 8 9 4 6

17. Purchases

Police Department - Vehicles

Motion: to award the purchase of four 2023 Chevrolet Tahoe Police vehicles, CK10706, in the amount of \$213,000.00 and two 2023 Chevrolet Bolt EUV, electric vehicles, in the amount of \$60,400.00, from Whitmoyer Auto Group, 1001 East Main Street, Mount Joy, PA, under COSTARS Contract #13-111.

Voting order 1 2 3 5 7 8 9 4 6

18. Vehicles – Various Departments:

Motion: to authorize the purchase of the following vehicles:

Public Works Department:

Sanitation:

**One (1) 2023 HV 607 International Cab and Chassis Sanitation/Recycle Truck
Hunter International 2320 High Hill Road Logan Township, NJ 08085
Costars #025-102 in the amount of \$119,875**

**One (1) Leach 21 Yard 2R-III Trash/Recycling Body for Chassis Listed Above
Grand Turk International Equipment Co. Inc.
1 Schuylkill Parkway Bridgeport, PA 19405
Costars# 025-E22-417 in the amount of \$100,077**

Sewer:

**One (1) Mainline System Ford Transit TR 350 Van Trakstar Camera and Inspection
Truck
H.A. DeHart & Son 311 Crown Point Road Thorofare, NJ 08086
Costars # 025-052, in the amount of \$196,399.76**

Highway:

**One (1) 2023 Ford F-550 Cab and Chassis for Dump Truck
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars #025-E22-387, in the amount of \$56,210**

**One (1) Dynapro 9' Stainless Steel Dump Body with Byers Tailgate Salt Spreader and
9' Western Pro Plus Plow
Dejanna Truck and Utility Equipment 490 Pulaski Road Kings Park, NY 11754
Costars #025-E22-548, in the amount of \$41,120**

**One (1) 2023 Ford Super Duty F-350 with 9' Western Pro Plus Plow
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars#025-E22-387, in the amount of \$61,255**

**One (1) Blast Pot Sand Blaster Model # DB800
Duffless Blasting 5711 Schurmier Road Houston, TX 77048
In the amount of \$15,500**

**One (1) 11,000 lb. Vehicle Lift
Triple "R" Truck Parts 1915 Chester Pike Eddystone, PA 19022
Costars#008-297, in the amount of \$12,370**

**One (1) Old Dominion Brush Company
Model DCL800SM "XTREME VAC" Leaf and Debris Collection Unit
Stephenson Equipment, Inc., Harrisburg, PA 17111
In the amount of \$241,167.38 under CoStars Contract #4400020075**

Voting order 1 2 3 5 7 8 9 4 6

Park Maintenance:

**One (1) 2023 Ford Super Duty F-350 Regular Cab with 8' Bed and 9' Western Pro Plus
Snow Plow
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$58,810**

**One (1) 2023 Ford Super Duty F-350 Crew Cab with 8' Bed
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$55,535**

Voting order 1 2 3 5 7 8 9 4 6

EMS:

**One (1) 2023 Ford Super Duty F550 Cab and Chassis for Ambulance Upfit
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$56,300**

**Refurbishment and Remount of Ambulance Body and Controls for Upfit on Chassis
Listed Above
Pfund Superior Sales Co Inc (Lifeline Emergency Vehicles)
221 Chester Dr. Lower Burrell, PA 15068 in the amount of \$128,410**

Voting order 1 2 3 5 7 8 9 4 6

Parks and Recreation

Fencing

Motion: to authorize the purchase of fence repairs on the baseball field at Hilltop Park to Super Fence Co., Ardmore, PA, in the amount of \$13,700.00, under Co-Stars Contact #0000552947. Purchase will be with ARPA money.

Voting order 1 2 3 5 7 8 9 4 6

Trash Receptacles for Parks

Motion: to authorize the purchase of Twenty (20) 32 Gallon Trash Receptacles for parks and trails, from General Recreation, Inc., Newtown Square, PA, in the amount of \$15,560.00, under Co-Stars Contract #PA 014-071. Funding for this purchase will be with ARPA money.

Voting order 1 2 3 5 7 8 9 4 6

19. Appointments

Civil Service Commission Alternate (6 Year Term)

Motion: to appoint _____ to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Voting order 1 2 3 5 7 8 9 4 6

Human Relations Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2025.

Voting order 1 2 3 5 7 8 9 4 6

Ice Rink Advisory Board

Motion: to appoint _____ to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2024.

Voting order 1 2 3 5 7 8 9 4 6

Shade Tree Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Voting order 1 2 3 5 7 8 9 4 6

Senior Citizens Advisory Board

Ward 6

20. Continuation of Citizen’s Forum for Non-Agenda Items

21. New business

22. Other business

23. Adjourn

HAVERFORD TOWNSHIP POLICE DEPT.
Memorandum

DATE: February 6, 2023

TO: Dave Burman

FROM: John Viola

SUBJECT: Promotion for the February meeting

Michael Kenny is next on the existing Sergeants list for promotion, due to the retirement of Sergeant Chambers an opening exists for a patrol Sergeant.

This has been approved by the Civil Service Commission.

Executive Session at 6:45 - Real Estate Matter

MINUTES

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

January 9, 2023
Monday, 7:00 p.m.
Township of Haverford

1. Opening of Meeting – All Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Ross M. Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Police Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Parks & Recreation Director, Joe Celia, Codes Enforcement Director, Kelly Kirk, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

Pledge of Allegiance led by Chief John Viola

2. Citizens Forum – 20 Minutes Registered Speakers – Agenda Items Only

Dori Doughty – Draft Comprehensive Plan

Ms. Doughty asked about the changes, revisions and the next steps.

Response: An Adhoc Committee will be forming.

3. Discussion: Jamie Schlesinger of PFM Financial Advisors LLC: 2023 borrowing
See Attachment

4. Commissioner Committee Update – Commissioner McCloskey stated that the Finance Committee met on December 13 2022 to discuss the upcoming borrowing.

5. Police Department – Crime Update – Presented by Chief John Viola. Both Chief Viola and Deputy Chief Hagan explained the new Park Mobile Plan and app.

6. Township Auditor Update – Mr. Anderson reviewed the warrants and expenses and found no irregularities.

7. David R. Burman - Township Manager Update – Mr. Burman presented a power point indicating PECO and AQUA project areas in 2023. See attachment

8. Approval of Minutes

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Budget/Regular Meeting Minutes of December 12, 2022 and Reorganization Minutes of January 3, 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve the following warrant #1-2023 totaling \$3,327,869.87

General & Sewer fund Payroll for December 22, 2022 in the amount of \$718,804.98

General & Sewer fund Payroll for January 5, 2023 in the amount of \$1,028,004.75

General Fund disbursements #1-2023 in the amount of \$941,718.32

Sewer Fund disbursements #1-2023 in the amount of \$192,660.12

**Community Development Block Grant Fund disbursement #1-2023
in the amount of \$304,859.70**

Capital Projects Fund disbursement #1-2023 in the amount of \$93,487.84

American Rescue Plan Fund disbursement #1-2023 in the amount of \$35,593.53

Credit Card Statement ending December 27, 2022, in the amount of \$12,740.63

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P1-2023

Traffic (1st Reading)

Motion made by Commissioner Trombetta and seconded by Commissioner McCloskey to adopt the first reading of Ordinance No. P1-2023 establishing traffic restrictions on the following highway:

SPECIAL PURPOSE PARKING in front of 2726 Morris Road, Ardmore, PA.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Resolution No. 2293-2023

Document Destruction

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt Resolution No. 2293 - 2023 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.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Resolution No. 2294-2023

Annual Fee Schedule

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt Resolution No. 2294-2023 approving the annual Fee Schedule for 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Resolution No. 2295-2023

Annual Professional Consultant Fees

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt Resolution No. 2295-2023 approving Annual Professional Consultant Fees.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2296 -2023

Authorization to Solicit Proposals – Series 2023 Bond Issue

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to authorize the Township to solicit proposals from financial institutions for underwriting services with respect to the Township’s proposed Series 2023 bond issue and authorizing certain actions to be taken preliminary to, and in contemplation of, the issuance and sale of the Township of such new bond issue.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. DRAFT Comprehensive Plan

Motion was revised:

Motion made by Commissioner Hart and seconded by Commissioner Cavender to refer the latest draft Comprehensive Plan back to an AdHoc Comprehensive Plan Steering Committee for revision as to form and substance, in accordance with the recommendation of the Planning Commission.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Contract Awards

Professional Services

Glendale and Burmont Roads

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to award a Professional Services Contract in the amount of \$65,047 to Pennoni for the Phase 1 Engineering Services required for the Burmont Road and Glendale Road Intersection Improvements Project, subject to approval of an Agreement in form and substance by the Township Solicitor.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Skatium – Cooling Towers

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to reject all BIDS submitted for the Cooling Towers and approval to rebid the project.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation

Playground Equipment – Elwell Park

Motion made by Commissioner Cavender and seconded by Commissioner McCloskey to authorize the purchase of playground equipment for Elwell Park, from KOMPAN Let's Plan, Austin, TX, under CoStars contract #014-161, in the amount of \$43,813.29. Payment to be made from CDBG Funds.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Appointments

Environmental Advisory Committee

Ward 6 Deferred

Senior Citizens Advisory Board

Ward 6 Deferred

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

Bryan Ramona – spoke on the implementation of plastic bags. How have the businesses been affected and will there be an evaluation period?

Will the Glendale/Burmout Road project involve the house the township acquired on Glendale Road?

Commissioner Wechsler stated that this is where Pennoni Associates will begin to evaluate the location and map out and see what can be done. This is being paid for by grant money.

Michael Lee – Fairlamb Road

Mr. Lee stated that he has had to hear about township news through others. He also spoke on the debt the township is taking on.

Pat Schwab – Morgan Avenue

Mrs. Schwab stated that Park Mobile was rolled-out in the winter time and there is a sur-charge.

Maj. Ross Peterson, US Army Retired – Derwyn Road

The Plastic Bag Ordinance was a faulty decision made by the township. There is no Haverford township data available that would have warranted this ordinance.

Monnet Riley – The Park Mobile App is very helpful.

Mr. Anderson indicated that he is a supporter of plastic bags.

19. New business

No new business.

20. Other business

Brian Gondek, Esq. - 1st Ward Commissioner

Commissioner Gondek thanked everyone that applied for positions on various boards and commissions and stated that Martin Luther King Day is Monday and this will be an opportunity to volunteer and still participate in your local Civic Associations.

Commissioner Gondek stated "we will get there" with the establishment of the new Park Mobile app.

Sheryl Forste-Grupp - 2nd Ward Commissioner

Commissioner Forste-Grupp announced an upcoming constituent meeting to be held on January 26th at 6:30 with Wards 2, 7 and 8.

Kevin McCloskey, Esq. - 3rd Ward Commissioner

Commissioner McCloskey wished everyone a Happy New Year.

Merwood Park Civic Association will hold a Progressive Dinner on January 28th.

The Finance Committee did meet to discuss borrowing. We are advised of the best possible rate. The township is looking to purchase a piece of fire apparatus, solar panels, equipment for the Skatium and the renovations to the Library. These purchases will enhance the township.

He thanked the Police Department for Park Mobile.

Laura Cavender - 5th Ward Commissioner

Commissioner Cavender wished everyone a Happy New Year.

PaDot will hold a ZOOM Meeting on January 19 regarding improvements to Haverford Road.

Martin Luther King Day/Haverford College - Volunteer from 10-12.

The Andy Lewis 5K Run has been changed to the Spring and will be organized by Discover Haverford.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn also spoke on the Park Mobile App.

He congratulated Testa's Bakery upon their retirement after 40 years

He was saddened to learn that long-time Haverford Press report Cathy Martin passed away.

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

The next Parks and Recreation Open Space meeting will be held on January 11th at 7 p.m.

The next public Brookline Park meeting will be held in March.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also offered his condolences upon the loss of Cathy Martin. She was a lovely lady.

The next constituent quarterly meeting will be held the last Thursday of the month at the Bon Air Fire Company.

He also offered congrats to Testa's Bakery upon their retirement.

Judy Trombetta – 4th Ward Commissioner

Mother Compost will hold a virtual compost workshop on January 16th.

Larry Holmes, Esq. – 4th Ward Commissioner

In response to Mr. Lee's comments: We are trying to communicate as much as we can.

In response to debt: we have the best financial advisors and receive the best advice on our finances with short term cost.

Commissioner Holmes quoted MLK: where there is darkness – light

where there is hatred - love

21. All Commissioners agreed to adjourn

Township of Haverford

Financing Discussion

January 9, 2023

Prepared by:

Jamie Schlesinger

Managing Director

&

Melissa Hughes

Senior Managing Consultant

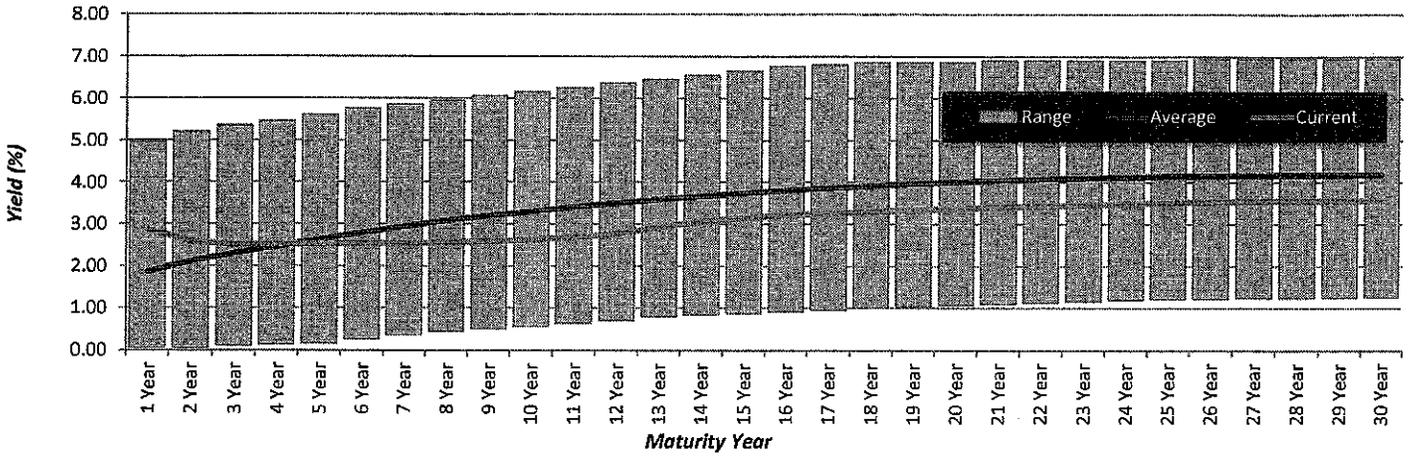


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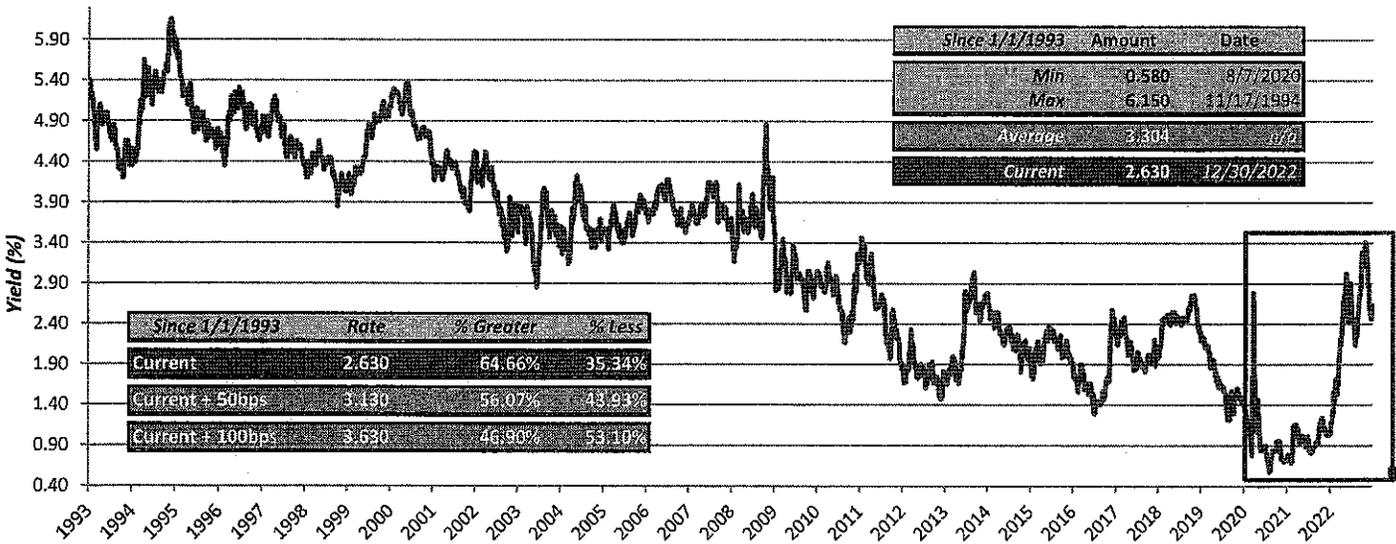
MUNICIPAL MARKET UPDATE

December 30, 2022

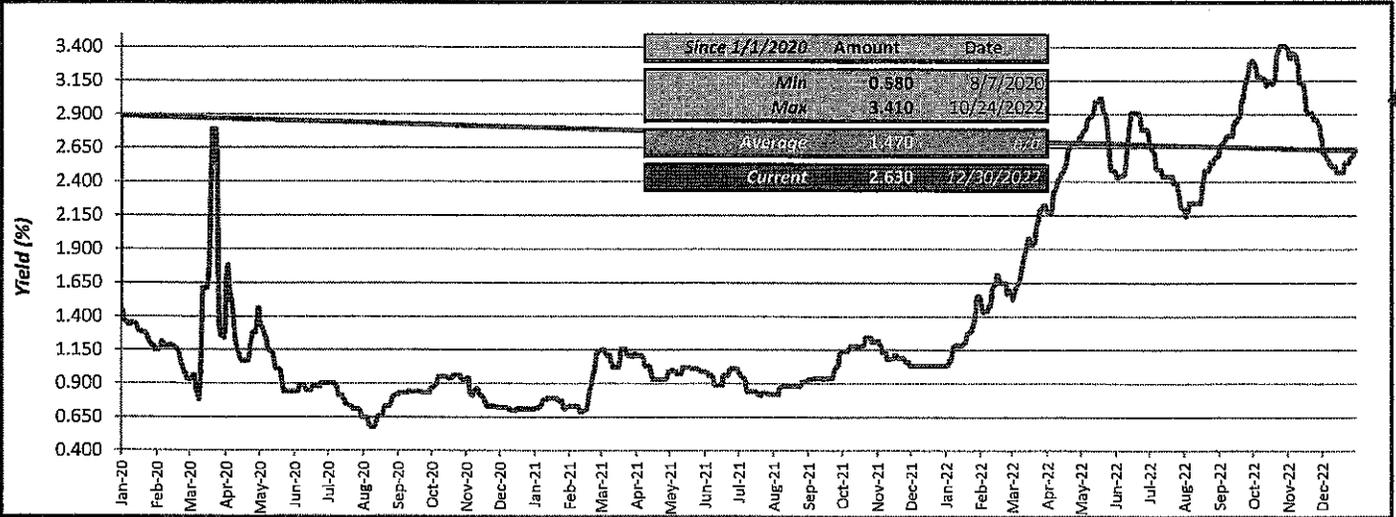
HISTORICAL MMD CURVE ILLUSTRATION - SINCE JANUARY 1, 1993



SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 1993



SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 2020



TOWNSHIP OF HAVERFORD

Topics for Discussion

January 9, 2023

The Township has asked PFM Financial Advisors LLC to prepare some preliminary numbers and discussion points relating to various capital projects.

I) Approaches to New Money Financing:

- A. **Interim Funding** – short term borrowing prior to permanent financing
- B. **Current Funding** – wait for construction bids
- C. **Advance Funding** – borrow all (or a portion) prior to construction bids
- D. **Multiple Financing** – spread borrowings over different calendar years, taking advantage of IRS limits and staggering impact vs. increased costs of issuance

**Cash Flow related to the Township's operating and capital funds needs to be considered when making any decisions.*

***Tax status of each tranche to be determined in conjunction with Bond Counsel.*

II) Maximum Parameters Ordinance

- A. Parameters Ordinances provide the greatest amount of flexibility for the financing team to price bonds
 - a. Avoids coordination with scheduled board meetings
- B. The Ordinance establishes "parameters", or not to exceed boundaries, under which the ultimate financing must fall:
 - a. Maximum principal amount in aggregate
 - b. Maximum final maturity
 - c. Maximum principal amount per annual maturity
 - d. Maximum interest rate
 - e. Minimum refinancing savings
- C. Ultimate approval immediately after pricing will be required from Board President, Vice President, and/or Administration via an addendum and upon PFM's recommendation.

III) Borrowing Laws – Federal Tax Laws:

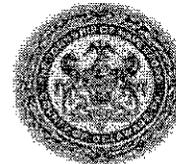
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- A. **Expenditure Test** – spend 85% of the proceeds within 3 years;
- B. **Time Test** – incur within 6 months a substantial binding obligation to expend at least 5% of the proceeds;
- C. **Due Diligence Test** – proceed with due diligence to complete the capital project and expend the proceeds for the capital project.

**TOWNSHIP OF HAVERFORD
SUMMARY OF OUTSTANDING INDEBTEDNESS**

| Debt Service Requirements | | | | |
|----------------------------------|---------------------------|---------------------------|---------------------------|--------------------|
| 1 | 2 | 3 | 4 | 5 |
| Fiscal Year Ended | G.O. Bonds Series of 2018 | G.O. Bonds Series of 2020 | G.O. Bonds Series of 2021 | Total Debt Service |
| 12/31/2023 | 2,880,073 | 465,493 | 450,148 | 3,795,713 |
| 12/31/2024 | 2,883,948 | 466,118 | 454,748 | 3,804,813 |
| 12/31/2025 | 2,878,198 | 461,118 | 453,748 | 3,793,063 |
| 12/31/2026 | 2,887,448 | 465,293 | 452,348 | 3,805,088 |
| 12/31/2027 | 2,881,448 | 468,793 | 450,548 | 3,800,788 |
| 12/31/2028 | 2,880,198 | 462,193 | 449,448 | 3,791,838 |
| 12/31/2029 | 2,880,498 | 465,493 | 448,248 | 3,794,238 |
| 12/31/2030 | 2,878,198 | 463,643 | 448,523 | 3,790,363 |
| 12/31/2031 | 880,363 | 466,643 | 448,723 | 1,795,728 |
| 12/31/2032 | 883,378 | 464,493 | 452,223 | 1,800,093 |
| 12/31/2033 | 880,284 | 462,243 | 450,523 | 1,793,049 |
| 12/31/2034 | 881,123 | 464,843 | 453,723 | 1,799,688 |
| 12/31/2035 | 885,843 | 472,193 | 451,723 | 1,809,758 |
| 12/31/2036 | 884,340 | 464,393 | 449,623 | 1,798,355 |
| 12/31/2037 | 881,750 | 466,493 | 452,423 | 1,800,665 |
| 12/31/2038 | 883,041 | 468,393 | 450,023 | 1,801,456 |
| 12/31/2039 | 878,193 | 470,093 | 447,523 | 1,795,808 |
| 12/31/2040 | 887,183 | 466,643 | 449,923 | 1,803,748 |
| 12/31/2041 | 880,183 | 468,043 | 452,123 | 1,800,348 |
| 12/31/2042 | 882,283 | 464,073 | 449,123 | 1,795,478 |
| 12/31/2043 | 888,213 | 464,671 | 445,820 | 1,798,704 |
| 12/31/2044 | 288,891 | 464,945 | 452,415 | 1,206,251 |
| 12/31/2045 | 289,766 | | 448,490 | 738,256 |
| 12/31/2046 | 290,276 | | 449,460 | 739,736 |
| 12/31/2047 | 290,421 | | | 290,421 |
| 12/31/2048 | 290,201 | | | 290,201 |
| 12/31/2049 | | | | |
| 12/31/2050 | | | | |
| Totals | 35,975,734 | 10,246,296 | 10,811,610 | 57,033,640 |
| Principal* | 27,010,000 | 8,220,000 | 8,455,000 | 43,685,000 |

Call Date: 12/1/2026 6/1/2025 12/1/2026
Purpose: New Money
 Cur Ref 2010 Cur Ref 2014 Cur Ref 2016
 Cur Ref 2013



* Outstanding as of January 3, 2023

**SUMMARY OF NEW MONEY FINANCING
TOWNSHIP OF HAVERFORD**

| | 1 | 2 | 3 | 4 | 5 |
|-----------------------|--|--------------|----------------------------|---------------------------------------|--------------|
| | <i>Skatatum + \$200k Contingency</i> | <i>Solar</i> | <i>Emergency Apparatus</i> | <i>Library + \$1m Contingency</i> | <i>Total</i> |
| Bond Proceeds | \$2,201,352 | \$500,930 | \$3,802,859 | \$19,500,831 | \$26,005,971 |
| Term | 10 Years | 10 Years | 10 Years | 27 Years | 27 Years |
| Tax Status | Taxable | TBD | Tax-Exempt | Tax-Exempt | N/A |
| Total Interest | \$656,981 | \$146,317 | \$1,106,788 | \$18,802,114 | \$20,712,199 |

| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|--------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------|--------------------|
| Fiscal Year Ending | Existing Debt Service | Proposed Debt Service | Proposed Debt Service | Proposed Debt Service | Proposed Debt Service | Estimated New Debt Service | Total Debt Service |
| 12/31/2022 | 3,665,338 | | | | | | 3,665,338 |
| 12/31/2023 | 3,795,713 | 171,231 | 31,067 | 269,038 | 442,364 | 913,699 | 4,709,411 |
| 12/31/2024 | 3,804,813 | 260,250 | 58,000 | 448,000 | 968,250 | 1,734,500 | 5,539,313 |
| 12/31/2025 | 3,793,063 | 262,250 | 61,250 | 444,250 | 967,250 | 1,735,000 | 5,528,063 |
| 12/31/2026 | 3,805,088 | 268,750 | 59,250 | 450,000 | 966,250 | 1,734,250 | 5,539,338 |
| 12/31/2027 | 3,800,788 | 260,000 | 62,250 | 444,750 | 965,250 | 1,732,250 | 5,533,038 |
| 12/31/2028 | 3,791,838 | 255,750 | 60,000 | 449,000 | 969,250 | 1,734,000 | 5,525,838 |
| 12/31/2029 | 3,794,238 | 261,250 | 57,750 | 447,250 | 968,000 | 1,734,250 | 5,528,488 |
| 12/31/2030 | 3,790,363 | 251,000 | 60,500 | 449,750 | 961,750 | 1,733,000 | 5,523,363 |
| 12/31/2031 | 1,795,728 | 260,250 | 58,000 | 446,250 | 970,750 | 1,735,250 | 3,530,978 |
| 12/31/2032 | 1,800,093 | 259,000 | 60,500 | 452,000 | 959,250 | 1,730,750 | 3,530,843 |
| 12/31/2033 | 1,793,049 | 257,250 | 57,750 | 451,500 | 963,250 | 1,729,750 | 3,522,799 |
| 12/31/2034 | 1,799,688 | | | | 1,732,000 | 1,732,000 | 3,531,688 |
| 12/31/2035 | 1,809,758 | | | | 1,727,250 | 1,727,250 | 3,537,008 |
| 12/31/2036 | 1,798,355 | | | | 1,725,750 | 1,725,750 | 3,524,105 |
| 12/31/2037 | 1,800,665 | | | | 1,727,250 | 1,727,250 | 3,527,915 |
| 12/31/2038 | 1,801,456 | | | | 1,726,500 | 1,726,500 | 3,527,956 |
| 12/31/2039 | 1,795,808 | | | | 1,728,500 | 1,728,500 | 3,524,308 |
| 12/31/2040 | 1,803,748 | | | | 1,728,000 | 1,728,000 | 3,531,748 |
| 12/31/2041 | 1,800,348 | | | | 1,730,000 | 1,730,000 | 3,530,348 |
| 12/31/2042 | 1,795,478 | | | | 1,729,250 | 1,729,250 | 3,524,728 |
| 12/31/2043 | 1,798,704 | | | | 1,730,750 | 1,730,750 | 3,529,454 |
| 12/31/2044 | 1,206,251 | | | | 1,729,250 | 1,729,250 | 2,935,501 |
| 12/31/2045 | 738,256 | | | | 1,729,750 | 1,729,750 | 2,468,006 |
| 12/31/2046 | 739,736 | | | | 1,732,000 | 1,732,000 | 2,471,736 |
| 12/31/2047 | 290,421 | | | | 1,730,750 | 1,730,750 | 2,021,171 |
| 12/31/2048 | 290,201 | | | | 1,731,000 | 1,731,000 | 2,021,201 |
| 12/31/2049 | | | | | 1,732,500 | 1,732,500 | 1,732,500 |
| 12/31/2050 | | | | | | | |
| TOTAL | 60,698,978 | 2,766,981 | 626,317 | 4,751,788 | 37,772,114 | 45,917,199 | 106,616,176 |

Estimated rates. Actual rates to be determined at the time of pricing.

TOWNSHIP DE HAVERFORD
Series of 2023 Bonds Preliminary Schedule

| December 2022 | | | | | | | January 2023 | | | | | | | February 2023 | | | | | | |
|---------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | 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 | 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 | | | | | | | | | | | | | | | | | | |

| March 2023 | | | | | | | April 2023 | | | | | | |
|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | 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 | 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 | | | | |

| | Bond Issue |
|-------------------------------|---|
| Early/Mid December | Request for Information for Preliminary Official Statement |
| December 13th | Finance Committee Meeting to discuss Financing Plan |
| January 9th | Meeting to Discuss Financing Process (Authorization to RFP Underwriter) |
| Early-Mid January | EFM Begins to Draft Preliminary Official Statement |
| January 10th | Underwriter RFP |
| Mid January | RFP Begins to Draft Preliminary Official Statement |
| Mid/End of January | Finance Committee to Discuss Underwriter RFP Results/Select Underwriter |
| Mid/End of January | Information Sent to Rating Agency |
| End of January/Early February | Rating Call |
| End of January/Early February | Fire Study Results |
| February 6th | Township Workshop Meeting/Confirmation of Final Project/Estimated Costs |
| Early February | Rating Received |
| February 13th | Township Meeting-Introduction of Ordinance |
| Mid February | TEFRA Hearing |
| Week of March 5th | Pre-Advertisement of Ordinance |
| Early March | Preliminary Official Statement Completed |
| March 6th | Township Work/Work Session Meeting |
| March 13th | Township Meeting to Adopt Parameters Ordinance |
| March 13th or later | Earliest Pricing of Bonds |
| Week of March 13th | Post-Advertisement for Ordinance |
| Mid-March | Bond Counsel Files with DCED |
| Mid-April | Bond Issue Settlement |



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Haverford Township
2023 Utility Work

as of January 9, 2023

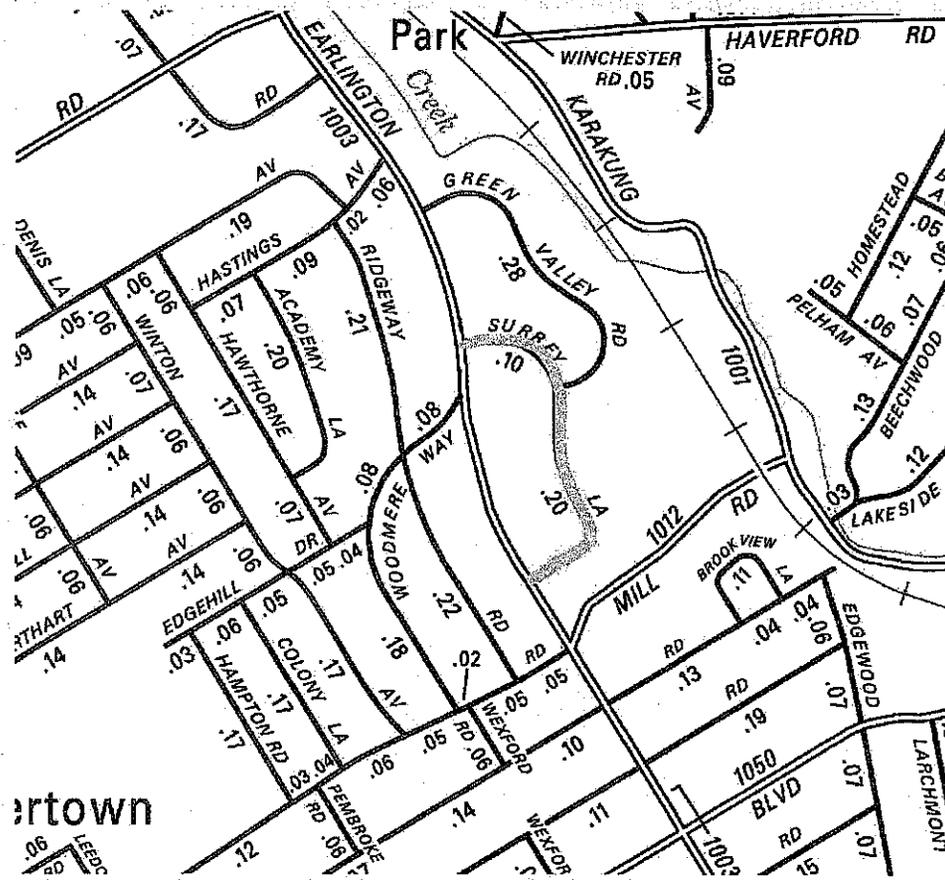
Presented by:

David Burman, Township Manager/Secretary

PECO Gas.

Surrey Road.

January through May.

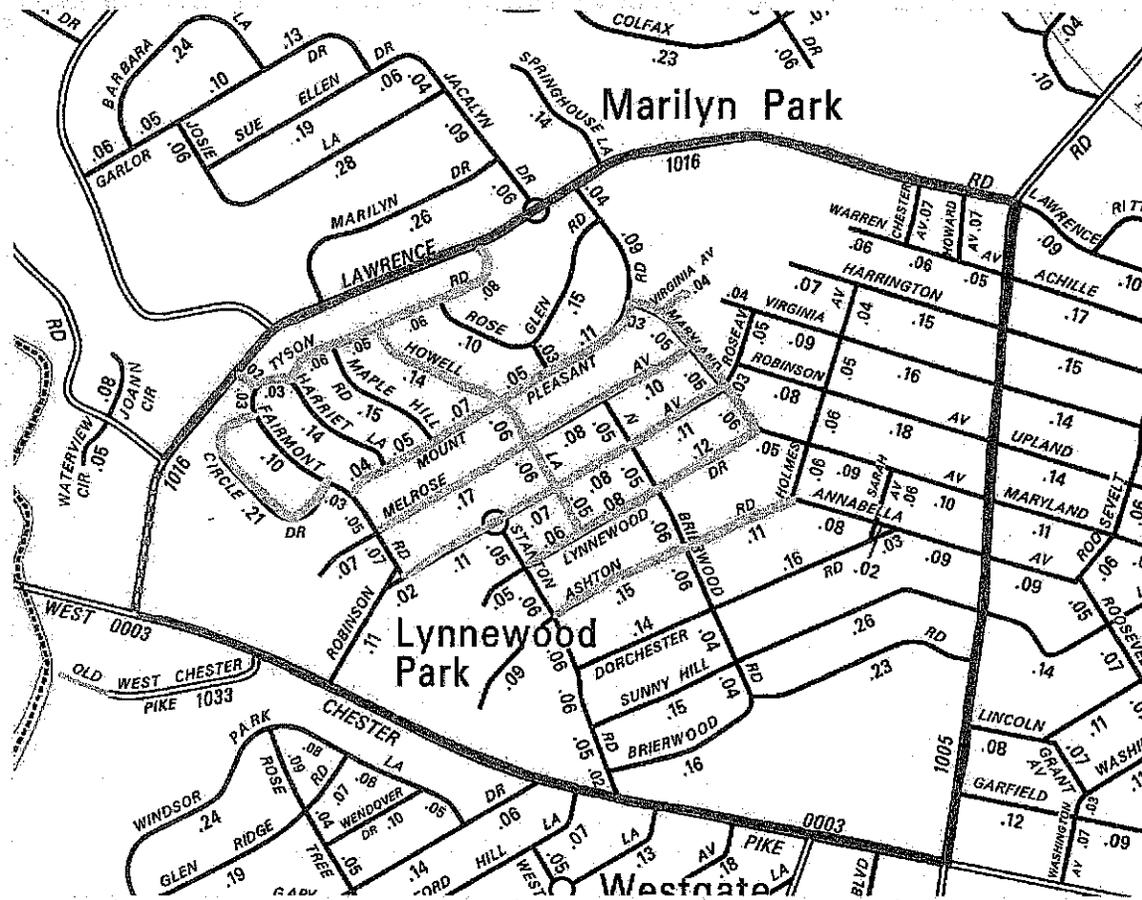


Aqua Water.

Lawrence from WCP to Eagle.

March thru mid-summer.

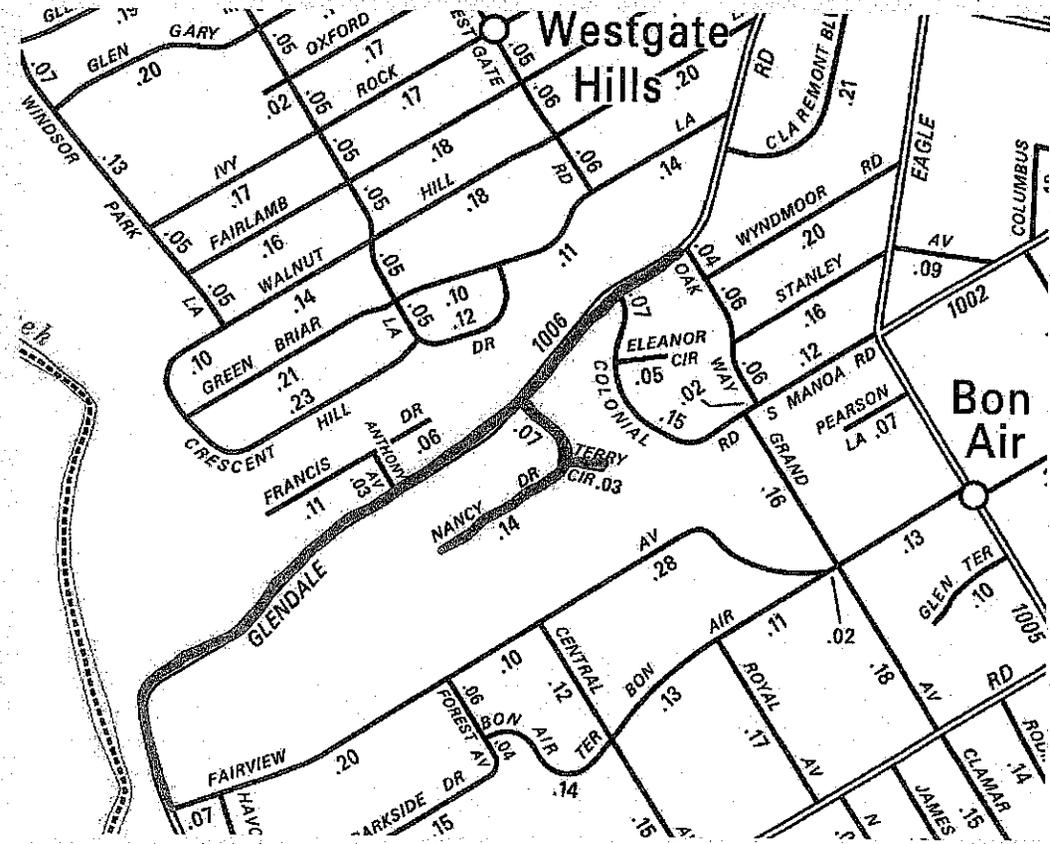
Detour Lawrence Road,
weekdays from 9 AM to 3 PM.



Aqua Water.

Glendale Road.

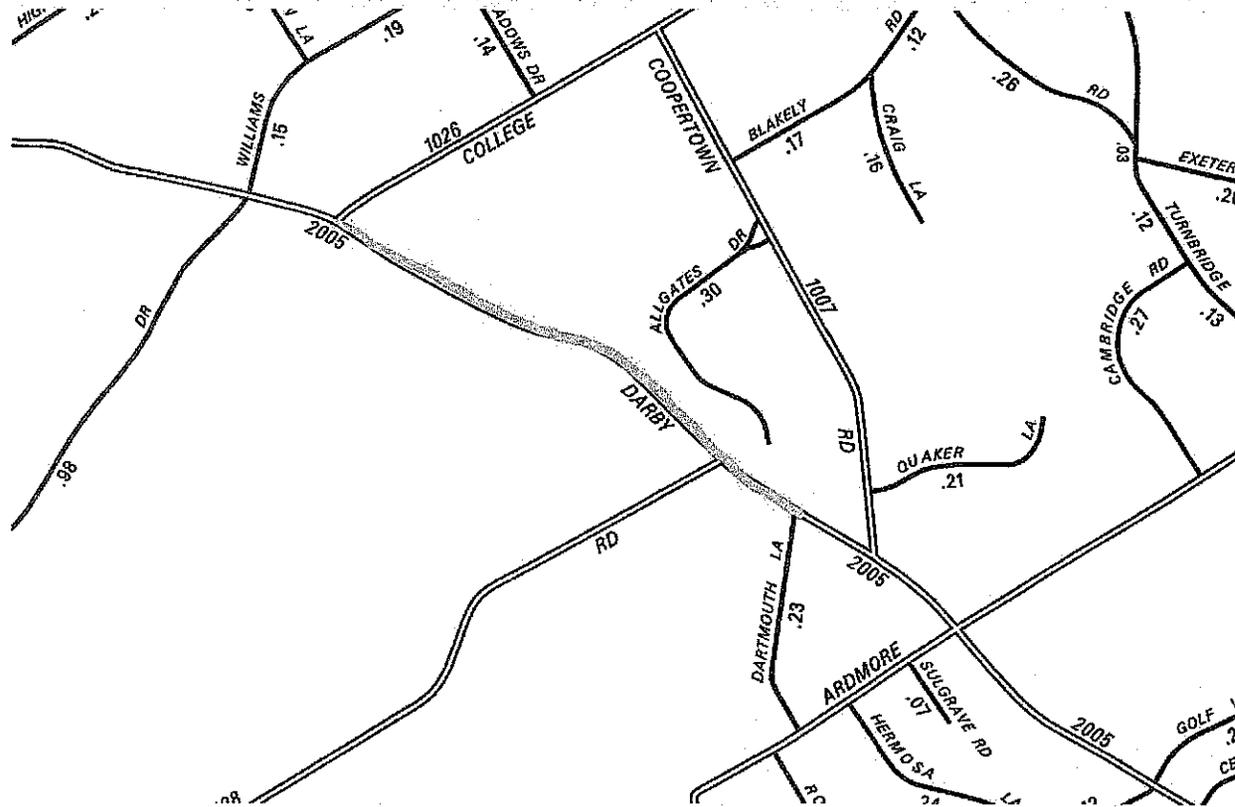
March thru mid-summer.



PECO Gas.

Darby Road from
College Avenue to
Dartmouth Lane.

Schedule TBD.



Township of Haverford

Financing Discussion

January 9, 2023

Prepared by:

Jamie Schlesinger

Managing Director

&

Melissa Hughes

Senior Managing Consultant

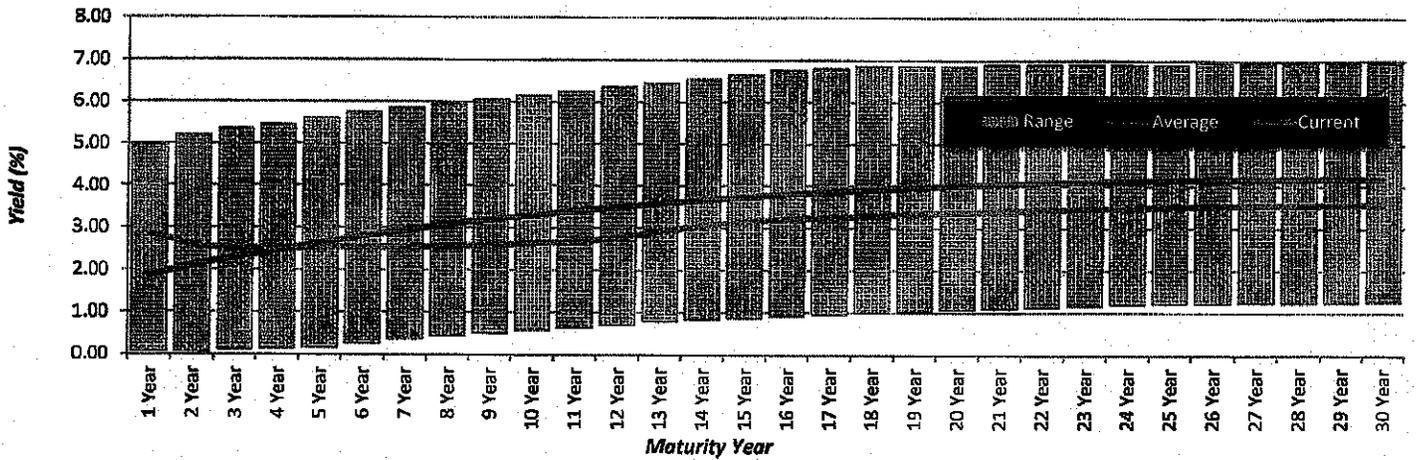


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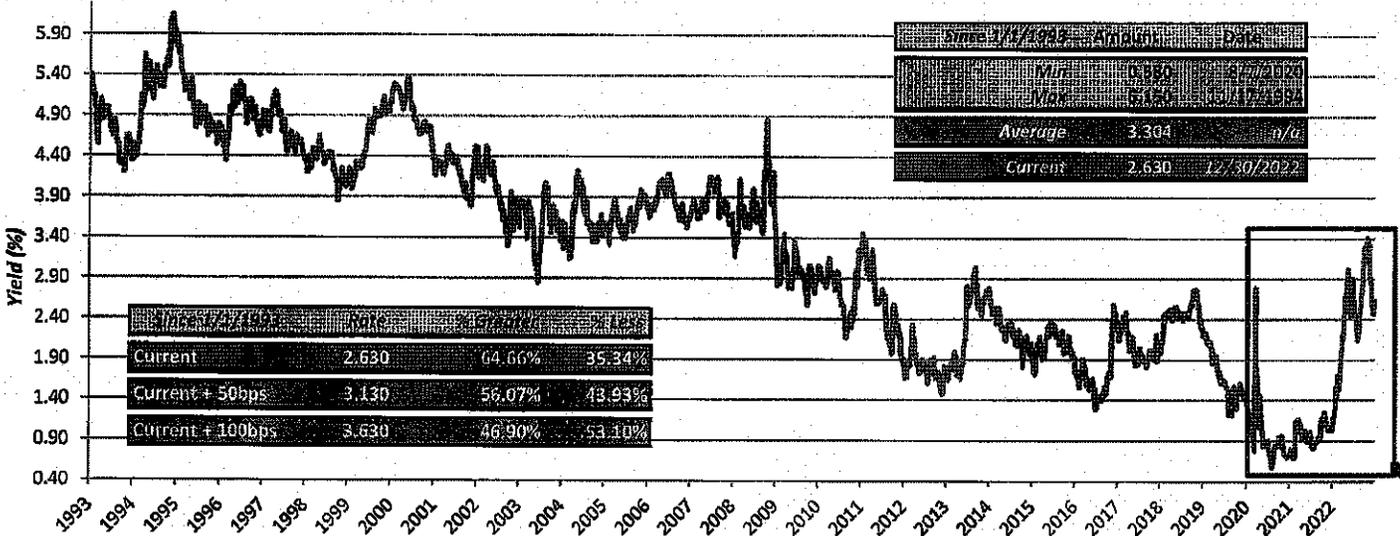
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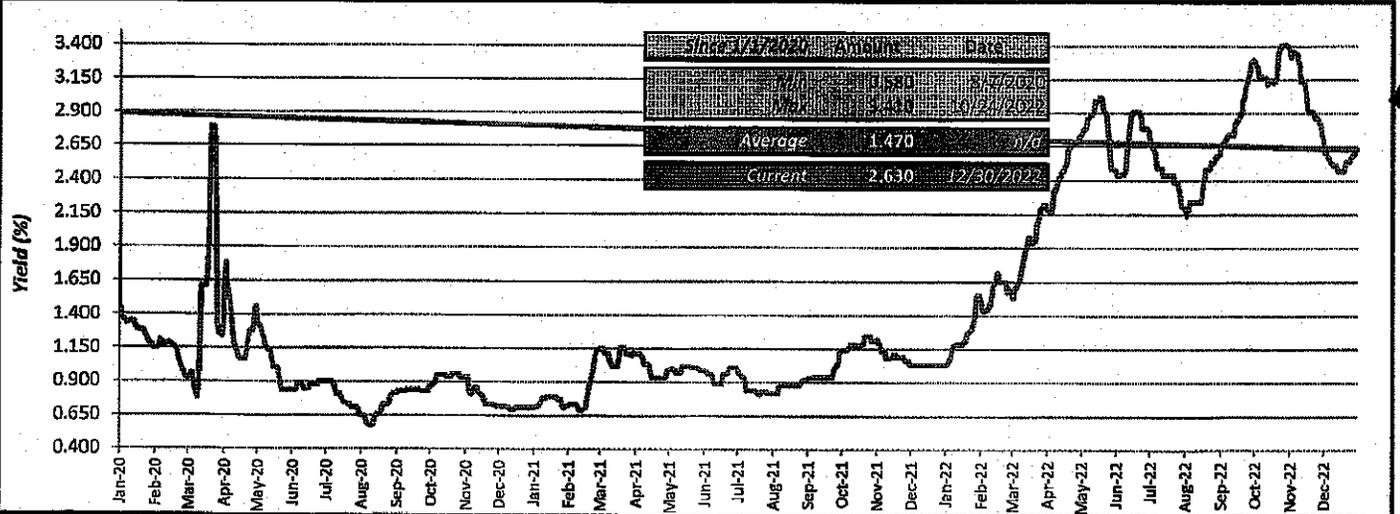
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SECTIONAL ANALYSIS 3 YEAR YIELD SINCE JANUARY 2020



TOWNSHIP OF HAVERFORD

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January 9, 2023

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**TOWNSHIP OF HAVERFORD
SUMMARY OF OUTSTANDING INDEBTEDNESS**

Debt Service Requirements

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| 12/31/2050 | | | | |
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| Principal | 27,010,000 | 8,220,000 | 8,465,000 | 43,695,000 |

Call Date: 12/1/2026 6/1/2025 12/1/2026
 New Money
 Purpose: Cur Ref 2010 Cur Ref 2014 Cur Ref 2016
 Cur Ref 2013



* Outstanding as of January 3, 2023

**SUMMARY OF NEW MONEY FINANCING
TOWNSHIP OF HAVERFORD**

| | 1 | 2 | 3 | 4 | 5 |
|-----------------------|--|--------------|----------------------------|---------------------------------------|--------------|
| | <i>Skatatum + \$200k Contingency</i> | <i>Solar</i> | <i>Emergency Apparatus</i> | <i>Library + \$1m Contingency</i> | <i>Total</i> |
| Bond Proceeds | \$2,201,352 | \$500,930 | \$3,802,859 | \$19,500,831 | \$26,005,971 |
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| 6 | | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
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| 12/31/2024 | 3,804,843 | 262,250 | 61,250 | 444,250 | 967,250 | 1,735,000 | 5,528,063 | |
| 12/31/2025 | 3,793,063 | 260,000 | 62,250 | 444,750 | 965,250 | 1,732,250 | 5,533,038 | |
| 12/31/2026 | 3,805,488 | 261,250 | 57,750 | 447,250 | 968,000 | 1,734,250 | 5,528,488 | |
| 12/31/2027 | 3,800,788 | 260,000 | 57,750 | 447,250 | 968,000 | 1,734,250 | 5,528,488 | |
| 12/31/2028 | 3,794,238 | 260,250 | 58,000 | 446,250 | 970,750 | 1,735,250 | 3,530,978 | |
| 12/31/2029 | 3,794,238 | 260,250 | 58,000 | 446,250 | 970,750 | 1,735,250 | 3,530,978 | |
| 12/31/2030 | 3,795,463 | 260,250 | 58,000 | 446,250 | 970,750 | 1,735,250 | 3,530,978 | |
| 12/31/2031 | 1,795,728 | 257,250 | 57,750 | 451,500 | 963,250 | 1,729,750 | 3,522,799 | |
| 12/31/2032 | 1,800,099 | | | | 1,727,250 | 1,727,250 | 3,537,008 | |
| 12/31/2033 | 1,793,049 | | | | 1,727,250 | 1,727,250 | 3,527,915 | |
| 12/31/2034 | 1,799,088 | | | | 1,726,500 | 1,726,500 | 3,527,956 | |
| 12/31/2035 | 1,809,758 | | | | 1,728,500 | 1,728,500 | 3,524,308 | |
| 12/31/2036 | 1,798,355 | | | | 1,728,000 | 1,728,000 | 3,531,748 | |
| 12/31/2037 | 1,800,665 | | | | 1,730,000 | 1,730,000 | 3,530,348 | |
| 12/31/2038 | 1,801,458 | | | | 1,729,250 | 1,729,250 | 3,529,728 | |
| 12/31/2039 | 1,795,808 | | | | 1,730,750 | 1,730,750 | 3,529,454 | |
| 12/31/2040 | 1,803,748 | | | | 1,729,250 | 1,729,250 | 2,935,501 | |
| 12/31/2041 | 1,800,348 | | | | 1,729,750 | 1,729,750 | 2,468,006 | |
| 12/31/2042 | 1,795,478 | | | | 1,730,000 | 1,730,000 | 2,431,736 | |
| 12/31/2043 | 1,798,704 | | | | 1,730,750 | 1,730,750 | 2,021,171 | |
| 12/31/2044 | 1,806,254 | | | | 1,731,000 | 1,731,000 | 1,732,500 | |
| 12/31/2045 | 738,256 | | | | | | | |
| 12/31/2046 | 738,736 | | | | | | | |
| 12/31/2047 | 290,421 | | | | | | | |
| 12/31/2048 | 290,261 | | | | | | | |
| 12/31/2049 | | | | | | | | |
| 12/31/2050 | | | | | | | | |
| TOTAL | 60,698,978 | 2,766,381 | 626,317 | 4,751,788 | 37,772,114 | 45,917,199 | 106,616,176 | |

Estimated rates. Actual rates to be determined at the time of pricing.

TOWNSHIP OF AVERFOORD

| December 2022 | | | | | | | January 2023 | | | | | | | February 2023 | | | | | | |
|---------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | 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 | | | 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 | | | | | | | | | | | | 28 | 29 | 30 | | | | |

| March 2023 | | | | | | | April 2023 | | | | | | |
|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| M | T | W | T | F | S | S | M | T | W | T | F | S | 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 | | | 26 | 27 | 28 | 29 | 30 | | |

Bond Issue

| | |
|------------|---|
| | Finance Committee Meeting to Discuss Financing Plan |
| Overnight | Meeting to Discuss Financing Process and Initial Input from Programmer |
| April 17th | PFM Session Day Preliminary Official Statement |
| April 18th | Underwrite |
| April 19th | PFM Begins to Draft Preliminary Official Statement |
| April 20th | Finance Committee to Discuss Underwrite PFM Results/Select Underwrite |
| April 21st | Underwrite Sent to Rating Agency |
| April 22nd | Rating Call |
| April 23rd | Final Study Results |
| April 24th | Final Rating Agency Meeting/Confirmation of Final Report/Estimated Cost |
| April 25th | Rating Agency |
| April 26th | Township Meeting - Introduction of Ordinance |
| April 27th | PFM Meeting |
| April 28th | Final Approval of Ordinance |
| April 29th | Preliminary Official Statement Completed |
| April 30th | Group Work Session Meeting |
| May 1st | Township Meeting to Approve Ordinance |
| May 2nd | Rating Agency |
| May 3rd | Post-Approval Meeting for Ordinance |
| May 4th | Bond Counsel Preparation of BOB |
| May 5th | Final Underwrite |



Disclosures:

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Haverford Township 2023 Utility Work

as of January 9, 2023

Presented by:

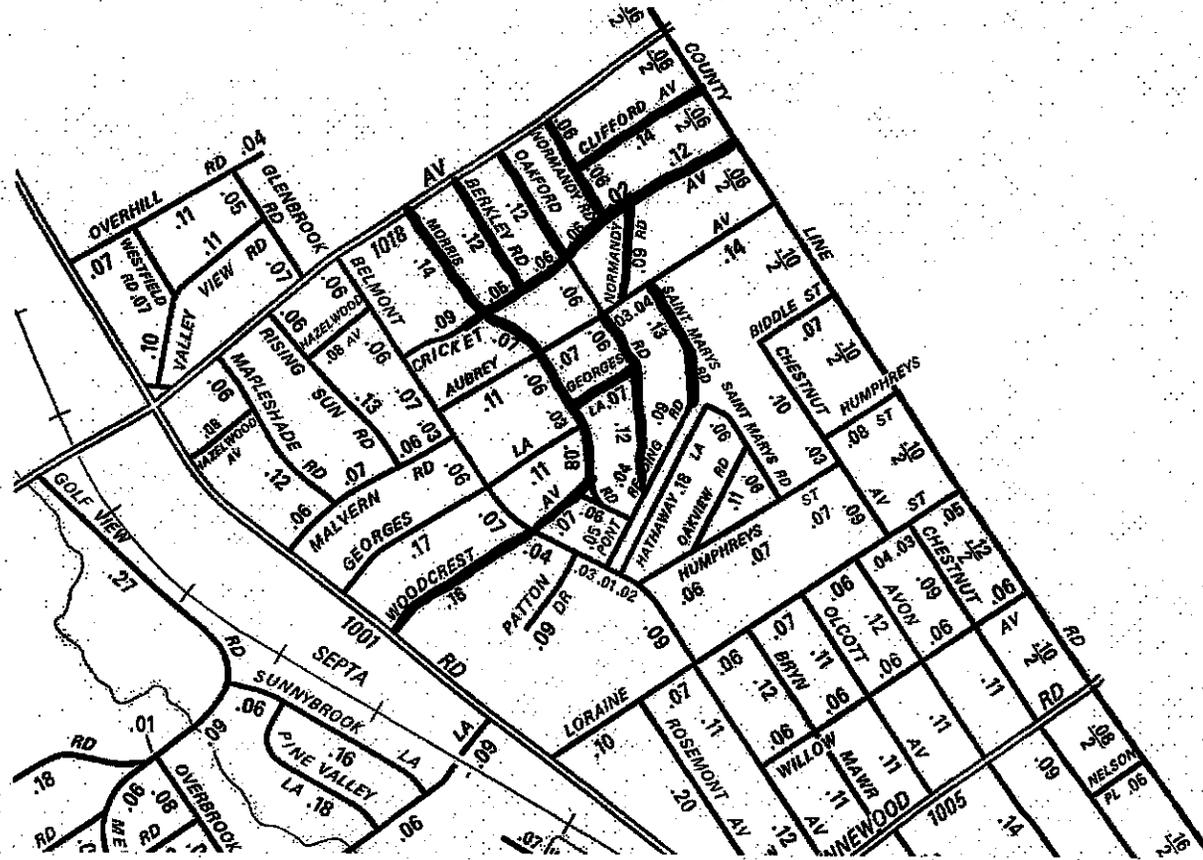
David Burman, Township Manager/Secretary

Aqua Water.

**Woodcrest, Morris,
Oakford (from Aubrey
to Pont Reading),
Georges, Saint Mary's.**

January start.

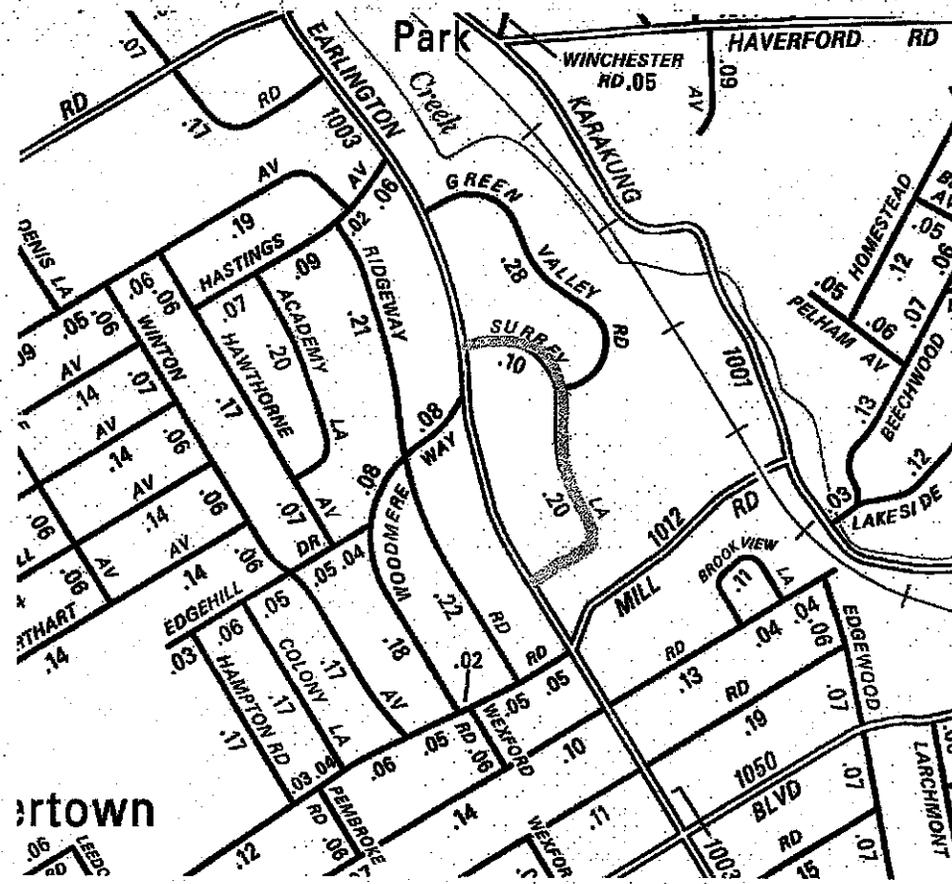
**Remaining Schedule
TBD.**



PECO Gas.

Surrey Road.

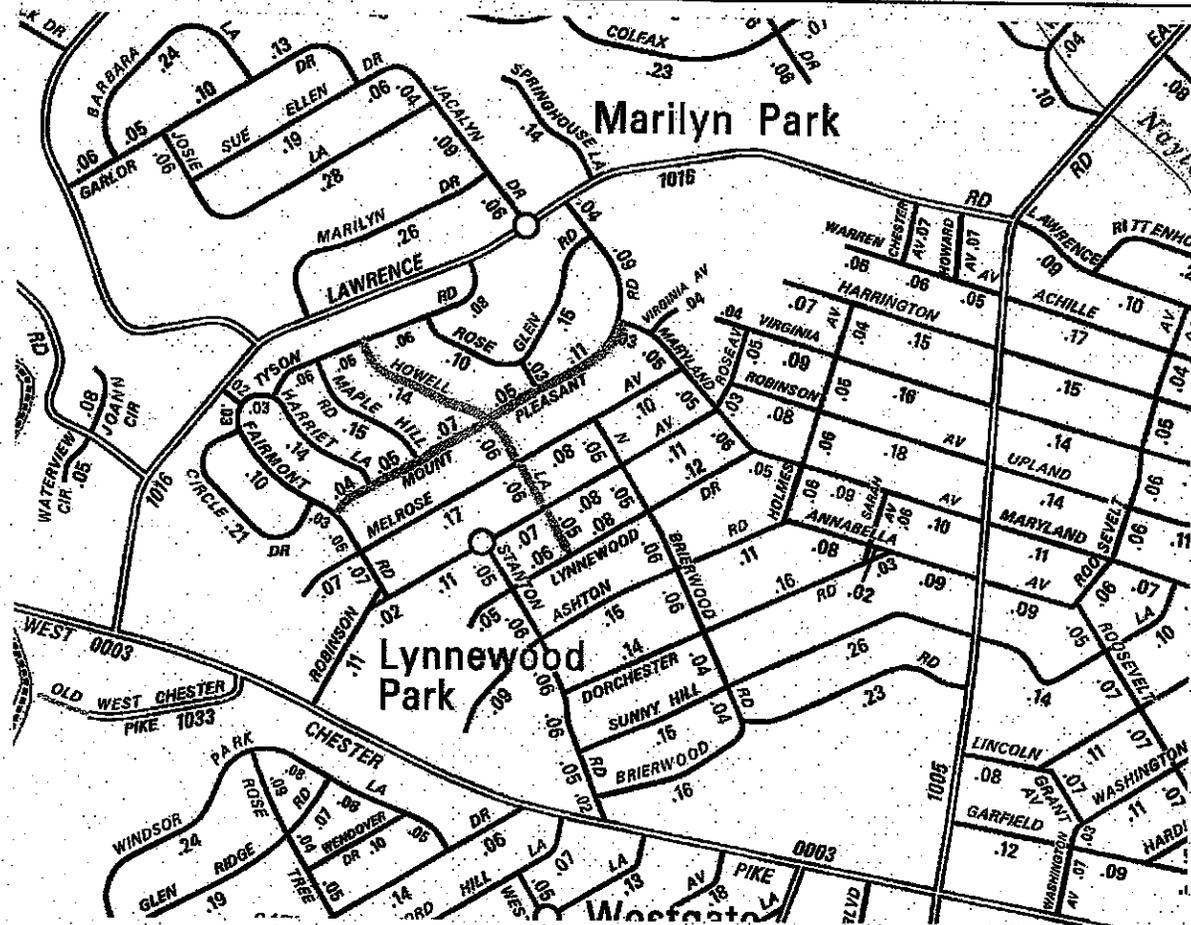
January through May.



PECO Gas.

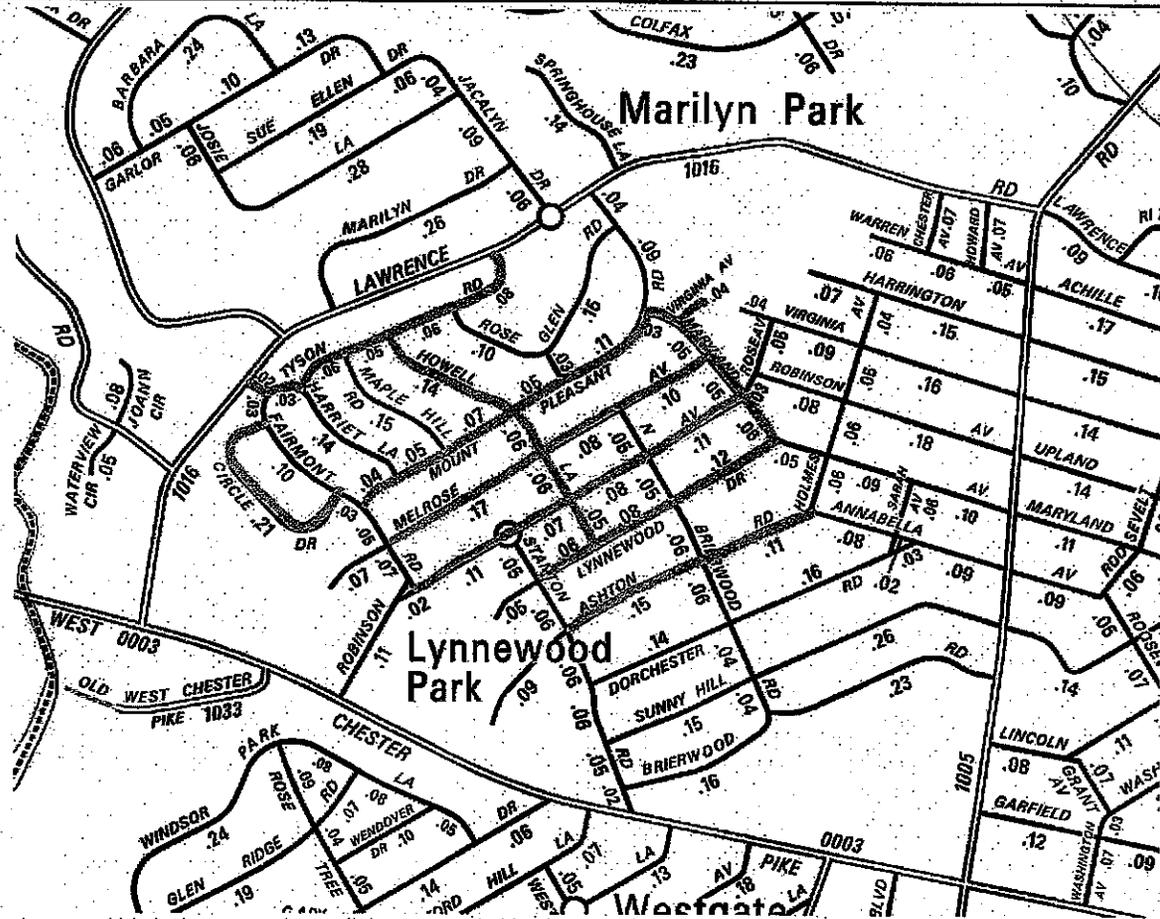
Howell Lane and
Mount Pleasant Rd.

January thru June.



PECO Gas.

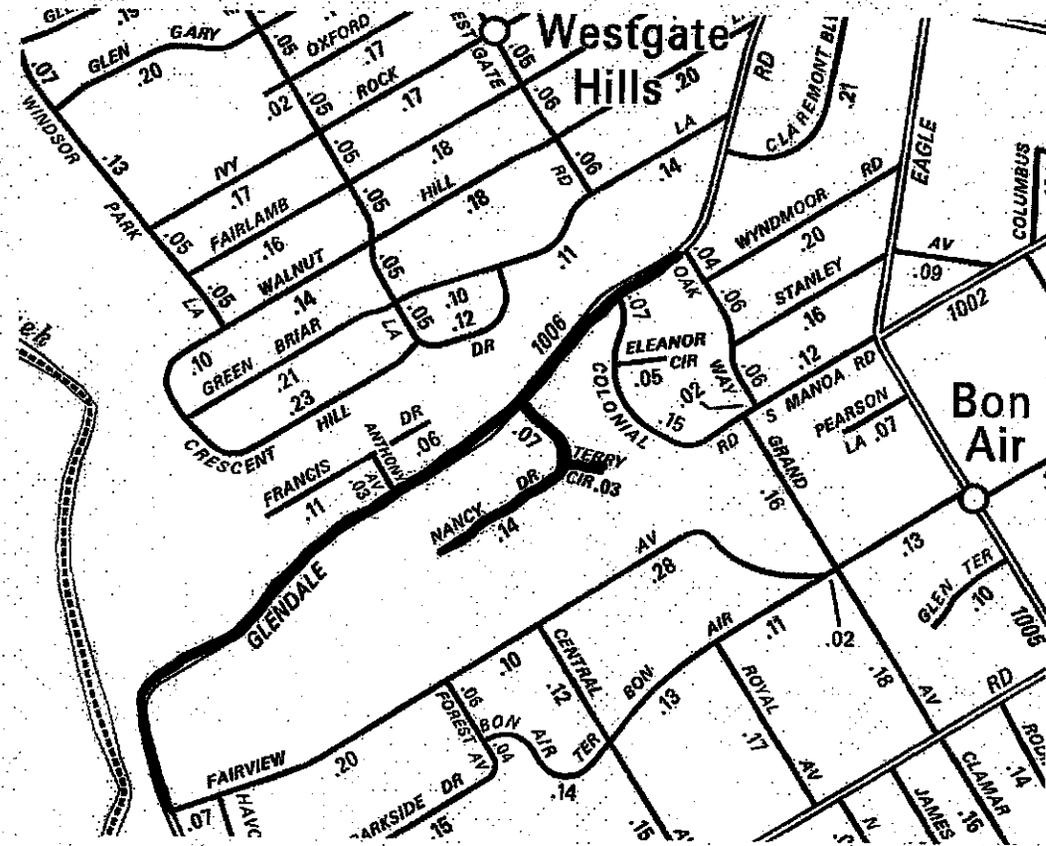
Schedule for remaining
streets TBD.



Aqua Water.

Glendale Road.

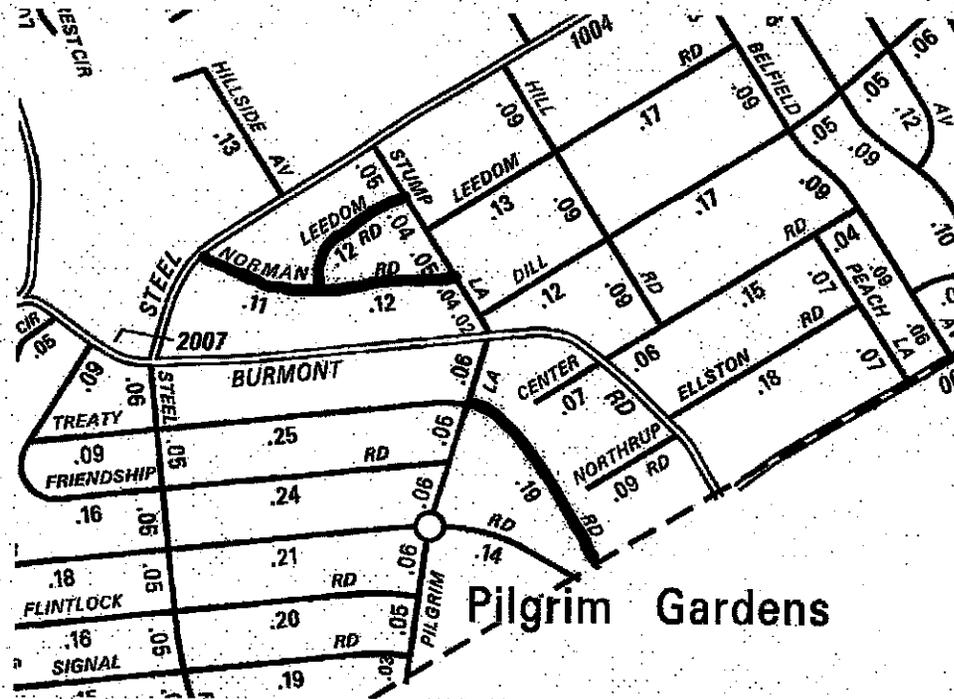
March thru mid-summer.



Aqua water.

Norman, Leedom, Treaty.

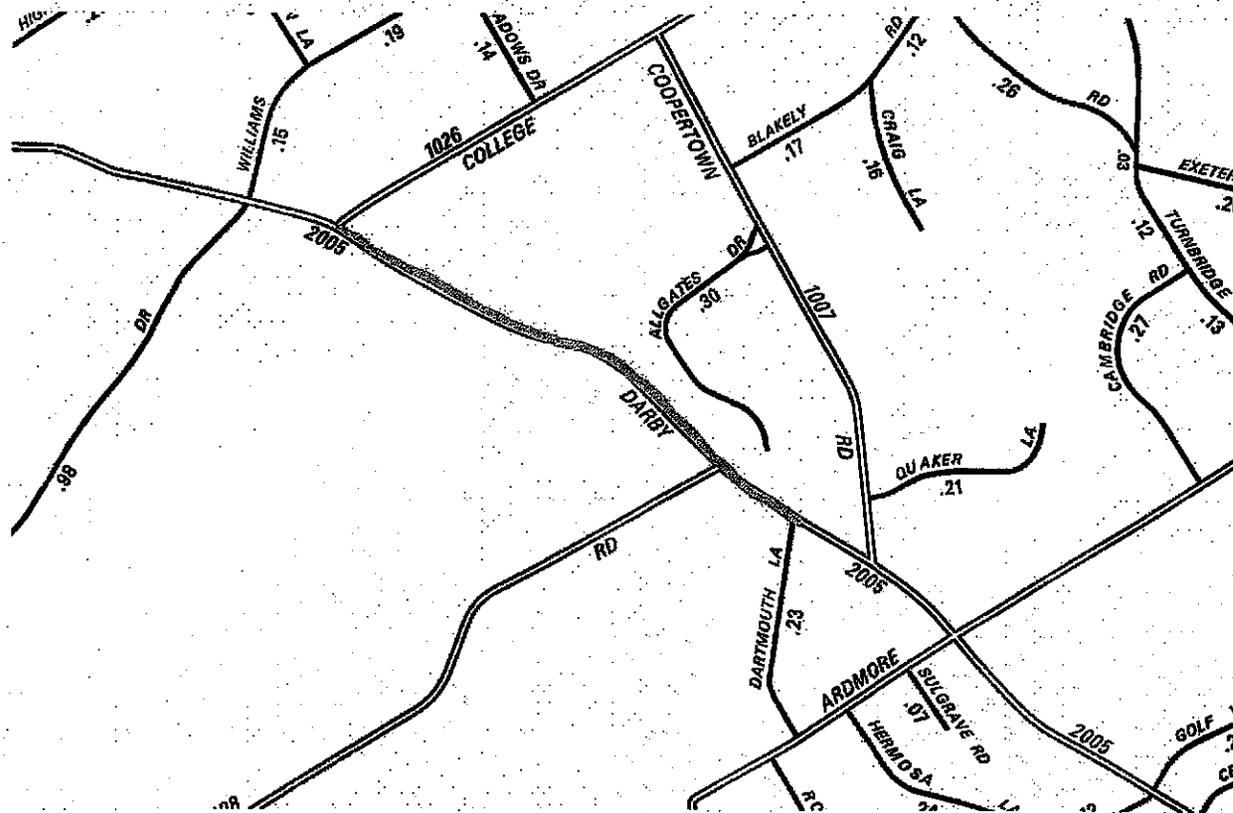
Schedule TBD.



PECO Gas.

**Darby Road from
College Avenue to
Dartmouth Lane.**

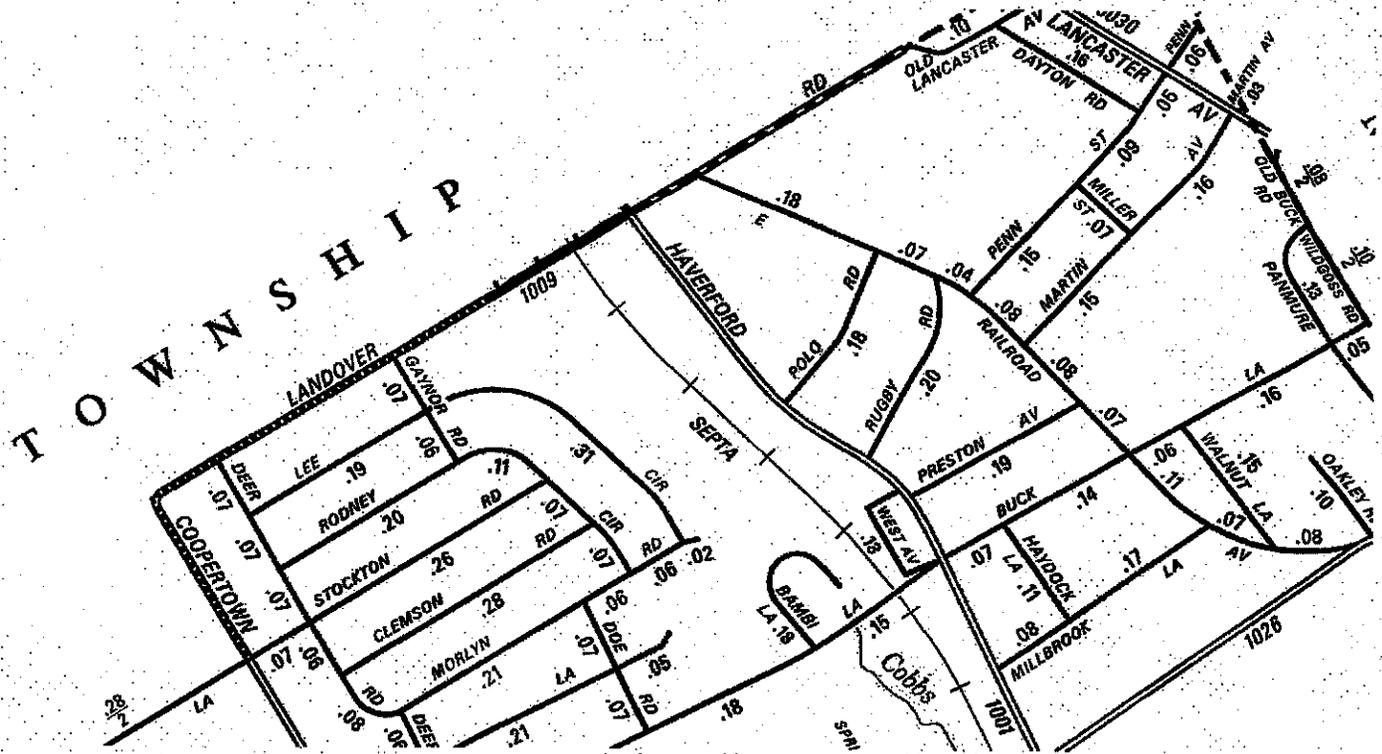
Schedule TBD.



Aqua Water.

Landover Road.

Schedule TBD.



ORDINANCE NO. P1-2023

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

In front of 2726 Morris Road, Ardmore, PA

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 February, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

ORDINANCE NO. P2 - 2023

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 175-27, Article XVI:

repealing of the no parking at any time restrictions on the east side of Panmure Road, from College Avenue to Buck Lane covered which was added on 12-27-1989 by Ord. No. 2065; amended 2-12-1990 by Ord. No. 2076.

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 , 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO P3-2023

**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 13th day of March, 2023.

TOWNSHIP OF HAVERFORD

By: _____

C. Lawrence Holmes, Esq
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 2023 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, 2023** and end on **March 31, 2025**. ("Lease Term")
3. **Rent.** The monthly rent amount for the leased premises is **SEVEN HUNDRED SIXTY** Dollars (\$760.00) per month to commence on April 1, 2023 thru March 31, 2024 and increase to **EIGHT HUNDRED** Dollars (\$800.00) per month to commence on April 1, 2024 thru March 31, 2025. 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. 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 any reassessment or determination by the Delaware County Board of Assessment triggers any change in the taxability or assessed 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 impact of 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:

Jack Beck, Owner
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

President
Board of Commissioners

For Tenant, Hockeytown 19083, LLC:

Jack Beck

RESOLUTION NO. 2297-2023

WHEREAS, 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 2022 Budget as set forth below:

General Fund Expenditure Increases

| | | |
|--------------------------|----|---------|
| Township Buildings (409) | \$ | 40,000 |
| Police (410) | \$ | 600,000 |
| Fire Protection (411) | \$ | 60,000 |
| Code Enforcement (413) | \$ | 10,000 |
| Street Lighting (434) | \$ | 15,000 |
| Parks & Recreation (450) | \$ | 120,000 |
| Skatium (451) | \$ | 85,000 |
| Park Maintenance (454) | \$ | 45,000 |

General Fund Revenue Increases

| | | |
|---|----|-----------|
| Act 205 Foreign Fire Insurance Allocation | \$ | (60,000) |
| Police Special Details | \$ | (600,000) |
| Building & Grading Permits | \$ | (10,000) |
| Recreation Programs | \$ | (165,000) |
| Skatium Ice Rentals | \$ | (85,000) |

General Fund Expenditure Decreases

| | | |
|------------------|----|----------|
| Sanitation (427) | \$ | (55,000) |
|------------------|----|----------|

| | | |
|--|-----------|----------|
| Change in Revenues/Expenditures Net Grand Total | \$ | - |
|--|-----------|----------|

RESOLVED, this 13th day of February, 2023.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq
President, Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary

RESOLUTION 2299-2023

WHEREAS, the Township of Haverford, Delaware County, Commonwealth of Pennsylvania (the "Township") is considering the issuance and sale of one or more series of its general obligation bonds in 2023 (collectively, the "Series of 2023 Bonds") to finance certain capital projects of the Township;

WHEREAS, the Township has been advised by its professional advisors that it is in the best interest of the Township for the Township to offer and sell the Series of 2023 Bonds to the public by means of a negotiated firm commitment underwriting through a financial institution acting as the bond underwriter (the "Bond Underwriter");

WHEREAS, the Township desires to appoint a financial institution to serve as underwriter for its intended Series of 2023 Bond sale and solicited proposals in accordance with Resolution 2296-2023; and

WHEREAS, the Township also desires to authorize the appropriate officers of the Township to take any other actions preliminary to the issuance of the Series of 2023 Bonds and in contemplation thereof;

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 authorizes, as follows:

1. The Township will appoint **JANNEY MONTGOMERY SCOTT**, Philadelphia, PA, to serve as underwriter for the planned sale of Series of 2023 Bonds, which presented an estimated financing plan with the lowest indicative total interest cost (TIC).
2. The Township Manager, the Assistant Township Manager/Director of Finance and any other proper officer of the Township, acting with the advice and assistance of the Township's professional advisors, to take all such additional actions as they or any of them may deem necessary or appropriate and in the best interest of the Township preliminary to and in preparation for this proposed new transaction, including without limitation, the execution of Form G-17 which will facilitate the sharing of financial information of the Township to position us for a successful and timely bond sale.
3. Notwithstanding any provision of this Resolution, the terms and conditions of the Series of 2023 Bonds and all contractual and legal obligations of the Township in connection therewith shall remain subject to the approval of the Board as and to the extent required by law.

RESOLVED, this 13th day of February, 2023.

TOWNSHIP OF HAVERFORD

By: _____
C. Lawrence Holmes, Esq.
President

Attest: _____
David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2300-2023

**A RESOLUTION OF HAVERFORD TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, RECOGNIZING AND CELEBRATING THE MONTH OF
FEBRUARY AS BLACK HISTORY MONTH**

WHEREAS, the contributions of African American citizens as scientists, inventors, farmers, educators, homemakers, explorers, and public servants (including President and Vice President of the United States), in addition to countless other professions have greatly benefited our nation; and

WHEREAS, Dr. Carter G. Woodson first initiated the recognition of African Americans during the month of February in 1926 when Dr. Woodson set aside a special period in February to recognize the heritage and achievement of African Americans of the United States; and

WHEREAS, “Black History Month” was officially recognized in the United States in 1976 as part of the bicentennial celebration when President Gerald Ford urged Americans to honor the “too often neglected accomplishments of black Americans in every area of endeavor throughout our history”; and

WHEREAS, since 1976, Black History Month has continued to be a month-long celebration of African American history and accomplishments in the United States.

NOW, THEREFORE, be it hereby RESOLVED that the Township of Haverford, Delaware County, Pennsylvania, does hereby recognize the contributions of the African American Community to our Township, our Commonwealth and our Nation, and encourage all citizens to increase their awareness and understanding of these contributions.

RESOLVED this 13th day of February, 2023.

Township of Haverford

**By: C. Lawrence Holmes
President**

**Attest: David R. Burman
Township Manager**

RESOLUTION 2301-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Various Spending Initiatives

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 invest in public health improvements, economic recovery and development, services to disproportionately affected communities, and general government services, among other allowable purposes; and,

WHEREAS, the Board of Commissioners desires to make improvements and financial investments in several Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- One (1) Old Dominion Brush Company Model DCL800SM "XTREME VAC" Leaf and Debris Collection Unit at a cost not to exceed \$241,167.38;
- Initial supply (50) of "Welcome to Haverford Township * Shop Small * Shop Local" Banners at a cost not to exceed \$5,096.32
- Purchase, installation, training and maintenance for TRAIRS Asset Management software at a cost not to exceed \$125,000

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.

RESOLVED THIS 13th day of February 2023.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, President

Attest:

David R. Burman, Township Manager



STEPHENSON EQUIPMENT, INC.
www.stephensonequipment.com

CORPORATE
7201 Paxton Street • Harrisburg, PA 17111 • (717) 564-3434 • (717) 564-7580 fax
Federal ID #25-1511922 • NY DEALER #7068060

INVOICE

| | | | |
|--------------------|--------------------|-----------|-----------|
| Account# 132778 | Order # 8074552 | Brc 08 | Sls 76 |
|--------------------|--------------------|-----------|-----------|

I N V O I C E

| | | |
|------------------|-----------------------|-----------|
| Date 02-02-23 | Invoice # 80051735 | Page 1 |
|------------------|-----------------------|-----------|

Sold To: 000
HAVERFORD TOWNSHIP
2325 DARBY ROAD

Ship To: Hour Mtr:24
HAVERFORD TOWNSHIP
2325 DARBY ROAD

HAVERTOWN PA 19083

HAVERTOWN PA 19083
Ship Via COMMON CARRIER

| | | | |
|-----------------------|---------------------------------|------------------------------------|--|
| Entered By vstraub | Customer Purchase Order NONE | Customer Contact DAVID R BURMAN | Ord Date 02-02-23 |
| DCL800SM25 | 8929 | Equip ID 13610 | Customer Job # Customer Phone # 610-446-1000 |

| Ord | Ship | B/O Part Number | Description | Unit Price | UM |
|-----|------|-----------------|-------------|------------|----|
|-----|------|-----------------|-------------|------------|----|

| | | | | | |
|---|--|---|---|------------|--|
| 1 | | ID# 13610 Model-DCL800SM25 ODB DCL800SM25 | List Price (Full Machine) Serial#-8929 | 246,089.16 | |
|---|--|---|---|------------|--|

List Price (Chassis) - (\$101,399.49)
List Price (ODB DCL800SM25) - (144,689.67)

ODB DCL800SM25
SN 8929

Equipped per sale and security
agreement

Sold via COSTARS Contract #4400020075 - \$4,921.78

Terms: Net due upon delivery

Sub Total 241,167.38

PANOTAX Sales Tax Number - 0.00

Total Invoice
Due By: 241,167.38
02/02/23

- Harrisburg, PA (800) 325-8455
- Philadelphia, PA (800) 220-4033
- Lancaster, PA (877) 503-4307
- Syracuse, NY (800) 368-6455
- Wilkes-Barre, PA (866) 667-6756
- Albany, NY (518) 357-2200
- Pittsburgh, PA (800) 892-7600
- Aberdeen, MD - service (410) 278-3192

Remit to: Stephenson Equipment Inc
7201 Paxton Street
Harrisburg, PA 17111

SALE AND SECURITY AGREEMENT

Stephenson Equipment, Inc.

Seller and Secured Party

MAIN OFFICE

7201 Paxton Street - Harrisburg, PA 17111

Phone (717) 564-3434

www.stephensorequipment.com

Harrisburg, PA (800) 325-6455

Philadelphia, PA (800) 220-4033

Butler, PA (724) 865-9221

Syracuse, NY (800) 368-6455

Aberdeen, MD - service (410) 278-3192

Wilkes-Barre, PA (866) 667-6756

Pittsburgh, PA (800) 692-7600

Ebensburg, PA (814) 886-5191

Albany, NY (518) 357-2200

Haverford Township

Purchaser-Debtor

2325 Darby Road

610-446-1000

Address

Phone Number

Havertown

PA

19083

City

State

Zip Code

Ship to: Prospect Park, PA

| Customer Order No. | Date | Ship Via | F.O.B. | Estimated Delivery |
|--------------------|----------|----------|-------------------|--------------------|
| | 10-18-22 | Best Way | Prospect Park, PA | |

| Quantity | Full Description of Articles Sold and Traded | Unit Price | Amount |
|----------|---|--------------|---------------------|
| 1 | New ODB model DCL800SM Leaf Unit Includes: John Deere 74HP Diesel Engine 25 CU YD Box with Bottom Exhaust, Eco-Mode Mounted on International HV607 2 Surface Mounted LED Lights, LED Directional Light Bar 30" Impeller Shred-Master Fan | \$246,089.16 | \$246,089.16 |
| 1 | Costars Discount Contract Number 4400020075 CUSTOMER REQUESTS DEMONSTRATION OF UNIT. IF SUCCESSFUL, CUSTOMER WILL PURCHASE THE UNIT, SUBJECT TO APPROVAL OF THE ELECTED BOARD OF COMMISSIONERS AT THE NEXT PUBLIC MEETING. OTHERWISE, THEY ARE UNDER NO OBLIGATION TO PURCHASE MACHINE. | (\$4,921.78) | (\$4,921.78) |
| | | TOTAL | \$241,167.38 |

Prices shown are subject to Applicable taxes. Balances unpaid when due are subject to a service charge of 1.5% per month.

TERMS OF PAYMENT: Seller hereby acknowledges receipt of a deposit of \$ _____ Purchaser agrees to pay balance upon delivery.

Additional agreements: _____

Any trades are certified to be free of any liens and encumbrances. Certified by _____

EXCEPT \$ _____ Lien Holder _____ Account # _____ Contact Phone # _____

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY APPEAR IN WRITING SIGNED BY THE SECURED PARTY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS SALE. WARRANTIES ON NEW MACHINES ARE LIMITED TO THAT EXTENDED BY THE MANUFACTURER. COPIES OF WARRANTIES APPLYING TO EACH MANUFACTURER ARE ON FILE AT THE OFFICES OF SELLER - SECURED PARTY AND ARE AVAILABLE UPON REQUEST. ALL USED EQUIPMENT IS SOLD "AS IS, WHERE IS".

Seller-Secured Party shall not be responsible for delays in delivery for causes beyond the reasonable control of Seller-Secured Party such as, but without limitation to, transportation delay or interruptions; strikes, act of God, insurrections, war, etc. Under no circumstances shall Seller-Secured Party be liable for loss of use, down-time or any other consequential damages. Seller-Secured Party makes no representations or certifications express or implied concerning compliance of this equipment with OSHA standards. Compliance with OSHA standards applicable to operation, use, and maintenance is the sole responsibility of Purchaser-Debtor.

AGREEMENT SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

I/we certify that I/we have read this agreement in its entirety and have no understanding nor agreement nor relied upon any representation other than those contained herein.

TOWNSHIP OF HAVERFORD

Purchaser-Debtor

CUSTOMER SIGNATURE

DAVID R. BURMAN
PRINTED NAME

10/19/2022
DATE

TOWNSHIP MGR
TITLE

Thane Heller

SALESMAN

**ACCEPTED: STEPHENSON EQUIPMENT, INC.
SELLER-SECURED PARTY**

ACCEPTED BY _____

DATE _____

STEPHENSON EQUIPMENT, INC.

NOTICE: The Salesman has no authority to grant acceptance. All and any acceptance must be by a designated office of Seller-Secured Party and only at its office shown above. No other acceptance is valid.

CREATION OF SECURITY INTEREST. Debtor hereby grants to Secured Party a security interest in the Collateral described on the face hereof to secure the performance or payment of the Obligations of Debtor to Secured Party as stated on the face hereof.

Upon default, Debtor shall pay immediately to Secured Party, if Secured Party so elects, the entire amount remaining unpaid under this Security Agreement.

PROTECTION OF COLLATERAL. The Collateral

- (a) will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and
- (b) will be insured until this Security Agreement is terminated against all expected risks to which it is exposed, including fire, theft and collision, and those which Secured Party may designate, with the policies acceptable to Secured Party, payable to both Secured Party and Debtor, as their interests appear, and with duplicate policies deposited with Secured Party.

PROTECTION OF SECURITY INTEREST.

- (a) the Collateral will not be sold, transferred or disposed of or be subject to any unpaid charge unless the Secured Party consents in advance in writing and
- (b) Debtor will sign and execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay all connected costs, necessary to protect the security interest under this Security Agreement against the rights or interests of third persons, and
- (c) Debtor will reimburse Secured Party for any action to remedy a default which Secured Party elects pursuant to the terms of Paragraph SECURED PARTY'S RIGHTS AND REMEDIES.

DEFAULT. Misrepresentation or misstatement in connection with, non-compliance with or non-performance of any of Debtor's Obligations or Agreements under paragraph ADDITIONAL AGREEMENTS AND AFFIRMATIONS shall constitute default under this Security Agreement. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

SECURED PARTY'S RIGHTS AND REMEDIES

A. SECURED PARTY MAY ASSIGN this Security Agreement, and

- (1) if Secured Party does assign this Security Agreement, the Assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's Obligations and Agreements under paragraph ADDITIONAL AGREEMENTS AND AFFIRMATIONS and Assignee shall be entitled to all of the rights and remedies of Secured Party under this paragraph, and
- (2) Debtor will assert no claims or defenses he may have against Secured Party against the Assignee except those granted in this Security Agreement, and

B. UPON DEBTOR'S DEFAULT, Secured Party may exercise his rights of enforcement under the Uniform Commercial Code in force at the date of this Security Agreement and, in conjunction with, addition to or substitution for those rights, at Secured Party's discretion, may

- (1) enter upon Debtor's premises to take possession of, assemble and collect the Collateral and remove it or to render it unusable, and
- (2) require Debtor to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral, and
- (3) waive any default or remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default, and
- (4) incur reasonable attorney's fees and legal expenses in exercising any of his rights and remedies upon Debtor's default which shall become part of his reasonable expenses of retaking, holding, preparing for sale and the like.

WARRANT OF ATTORNEY TO CONFESS JUDGMENT. Debtor, in the event of this nonpayment of this Security Agreement in full when the same shall be due, whether by acceleration or otherwise, does hereby empower any prothonotary or any attorney of any court of record within the United States or elsewhere to appear for Debtor and with or without declaration filed confess judgment against Debtor and in favor of Secured Party or any holder of this Security Agreement for the sum due and payable hereon, with costs of suit and attorney's commission of 15% for collection with release of all errors and without stay of execution or right of appeal, waive all laws exempting real or personal property, and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to, and no benefit of exemption will be claimed under and by virtue...of any exemption law now in force or which may be hereafter passed.

ADDITIONAL AGREEMENTS AND AFFIRMATIONS

A. DEBTOR AGREES AND AFFIRMS

- (1) that information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this Security Agreement are true and correct, and
- (2) that no Financing Statement covering the trade-in equipment, if any or its proceeds is on file in any public office, and
- (3) that the addresses of Debtor's residence and place or places of business, if any, are those appearing below his signature.

B. MUTUAL AGREEMENTS

- (1) "Debtor" and "Secured Party" as used in this Security Agreement, include the heirs, executors or administrators, successors or assigns of those parties.
- (2) if more than one Debtor executes this Security Agreement, their Obligations under this Security Agreement shall be joint and several.
- (3) the law governing this Secured Transaction shall be that of the State of Pennsylvania in force at the date of this Security Agreement.

C. APPLICABLE SALES TAXES

- (1) Applicable state(s) sales tax will be applied where required unless purchaser provides a valid exemption certificate supporting that the property is exempt from applicable sales taxes. If timely taken in proper form and in good faith the certificate relieves the seller from liability for the sales. If the seller is not registered or legally required to collect sales taxes in a particular jurisdiction then the purchaser understands that the responsibility for the payment of applicable sales/use taxes to the jurisdiction(s) is the responsibility of the purchaser.

Customer Initials

DRB

DRB



Wiss, Janney, Elstner Associates, Inc.
601 Walnut Street, Suite 875W
Philadelphia, Pennsylvania 19106
215.567.0703 tel
www.wje.com

January 5, 2023

Mr. Dave Burman
Township Manager
Haverford Township
1014 Darby Road
Havertown, Pennsylvania 19083

Haverford Township Building

Stone Veneer Replacement Design and Construction Services Proposal
WJE No. 2022.1927

Dear Mr. Burman:

At your request, Wiss, Janney, Elstner Associates, Inc. is pleased to provide this proposal for continued consulting services related to the adhered stone veneer failures at the Haverford Township Building located at 1014 Darby Road in Havertown, Pennsylvania. This proposal includes services related to the development of construction documents for the removal and replacement of the adhered manufactured stone veneer (AMSV) where installed on the subject building. Additionally, this proposal includes budget estimates for bidding and construction period services.

BACKGROUND

The Haverford Township building was design by KCBA Architects in 2016 and constructed by ER Stuebner in 2017. The two-story building is clad with a combination of brick veneer masonry and AMSV, each installed over concrete masonry unit (CMU) walls. On March 7, 2022, a stone veneer cladding failure occurred at the central 2-story section of the east elevation, which was precipitated by observed distress, including bulging and cracking of the veneer cladding. Following the initial collapse, additional stone veneer failures have occurred

WJE was previously engaged to investigate the cause of failure. A report of findings was provided by WJE on November 8, 2022. In that report WJE recommended that all AMSV on the building be removed and replaced due to deficiencies in the scratch coat installed over the CMU substrate. WJE further recommended that associated site walls be modified to incorporate control joints into the veneer assembly and to improve material separations at grade level.

WJE is providing this proposal to develop construction documents to bid and perform the recommended repairs. Additionally, this proposal includes allowances for bidding support services and construction period observation services.

SCOPE OF SERVICES

WJE will perform the following scope of services:

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Doylestown | Honolulu | Houston | Indianapolis
London | Los Angeles | Milwaukee | Minneapolis | New Haven | Northbrook (HQ) | New York | Philadelphia | Pittsburgh
Portland | Princeton | Raleigh | San Antonio | San Diego | San Francisco | Seattle | South Florida | Washington, DC

Task 1. Construction Documents

Base Document Development: WJE will utilize the record construction drawings to develop new base documents (elevations and details) as needed to prepare remedial construction repair drawings.

Repair Document Development: WJE will prepare construction drawings and specifications (including bidding and contacting documents) necessary to bid and perform the work. Note, the repair design is predicated on removal and replacement of the AMSV and its underlying plaster assembly only. Existing flashings, copings, trims, and other abutting dissimilar elements of the exterior wall cladding are not to be removed and will be integrated with new AMSV. Sealant joints between the AMSV and abutting dissimilar elements will be removed and replaced.

Task 2. Bid Period Services

WJE will provide support services during the bidding period including:

- Assistance with identifying qualified bidders and procuring bids from contractors with relevant project experience. To the extent the Township requires open publication and solicitation of bids, such solicitation will be performed by the Township.
- Attending one pre-bid meeting at the site to explain the scope of work, to walk the site with prospective bidders, and to respond to questions.
- Reviewing the received bids and providing recommendations to the Township for contractor selection. Final selection is to be made by the Township.

Contract development and negotiation between the Township and the selected contractor is the responsibility of the Township.

Task 3. Construction Period Services

WJE will provide limited professional services during construction including:

- Review of shop drawing and product data submittals.
- Responding to contractor Requests for Information
- Assistance with the evaluation of required in-place mock-ups.
- Performing periodic site visits during construction to observe the overall progress and quality of work. We have assumed four site visits during construction. We will provide site visit reports (SVRs) at the conclusion of each visit. Additional site visits can be performed on a time and expense basis upon request.
- Develop final punch list and review completion of the same.

ASSUMPTIONS AND QUALIFICATIONS

- Construction period site visits shall not be construed as exhaustive or continuous inspections of the work.



- Proposal does not include design of repairs for any latent defects or concealed conditions not otherwise uncovered during prior investigations that may become evident during the remedial repairs. Repair design for such elements will be provided as an additional service.
- Preparation of as-built drawings and sketches is not included.
- Testing, review, and reporting of hazardous materials is not included.

COMPENSATION

WJE proposes to perform and invoice the above Scope of Services in accordance with our *Terms and Conditions for Professional Services* (attached), as noted in Table 1 below.

Table 1. Proposed Fee Breakdown

| Task | Fee* | % Completed to Date |
|--|----------|---------------------|
| Task 1. Base Document Development (lump sum) | \$2,400 | 100% |
| Task 1: Construction Document Development (lump sum) | \$17,900 | 75% |
| Task 2: Bid Support Services (time and expense allowance) | \$2,900 | 0% |
| Task 3: Construction Support Services (time and expense allowance) | \$16,500 | 0% |

Services in addition to those specifically listed above will be performed, and invoiced on a time-and-expense basis in accordance with our *Terms and Conditions for Professional Services* (see hourly billing rates below).

Table 2. Hourly Billing Rates

| Professional Staff | | Professional Support Staff | |
|---------------------|----------|----------------------------|----------|
| Senior Principal | \$400.00 | Senior Specialist | \$180.00 |
| Principal | \$330.00 | Specialist | \$160.00 |
| Associate Principal | \$280.00 | | |
| Senior Associate | \$250.00 | Senior Technician | \$140.00 |
| Associate III | \$220.00 | Technician II | \$120.00 |
| Associate II | \$190.00 | Technician I | \$100.00 |
| Associate I | \$150.00 | | |

CLOSURE AND AUTHORIZATION TO PROCEED

Thank you for the opportunity to submit this proposal. Please indicate your agreement with this proposal by signing in the space provided below and returning a copy as our authorization to proceed.

WJE

Mr. Dave Burman
Haverford Township
January 5, 2023
Page 4

Agreed and approved

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Paul A. Kovach, P.E.
Associate Principal



Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.75 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



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

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8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVT 0305

February 8, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Skatium Cooling Towers Replacement
General Contract No. SK-7 (Re-Bid)**

Dear Mr. Burman:

The bids for the above referenced contract were received on Friday, February 03, 2023, at 1:00 p.m. The low bidder was McCloskey Mechanical Contractors Inc. of Blackwood, NJ with a base bid amount of \$326,400.00. We have worked with McCloskey Mechanical Contractors Inc. in the past and have found their work to be satisfactory. In addition, we also contacted various references provided. All references contacted indicated their work was satisfactory.

We recommend the Township award the base bid to McCloskey Mechanical Contractors Inc. in the low bid amount of \$326,400.00 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: Aimee Cuthbertson, Assistant Township Manager

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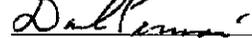
The Township of Haverford
 Tabulation of Bids Received Until 1:00 PM
 Prevailing Time on February 03, 2023

CONTRACT NO. SK-7 (RE-BID)
 SKATIUM COOLING TOWERS REPLACEMENT
 GENERAL

| | | McCloskey Mechanical Contractors Inc. 445 Lower Landing Road Blackwood, NJ 08012 | | Elliot-Lewis Corporation 2900 Black Lake Place Philadelphia, PA 19154 | | LGB Mechanical Inc. 555 N Route 73 West Berlin, NJ 08091 | | GEM Mechanical Services, Inc. 5101 Birney Highway Aston, PA 19014 | | |
|---|-------------------------|--|---------------------|---|---------------------|--|---------------------|---|---------------------|---------------|
| ITEM NO. | ESTIMATED QUANTITY/UNIT | DESCRIPTION | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 7-1 | 1 LS | Removal and Replacement of Cooling Towers | \$ 301,800.00 | \$ 301,800.00 | \$ 302,900.00 | \$ 302,900.00 | \$ 328,000.00 | \$ 328,000.00 | \$ 417,000.00 | \$ 417,000.00 |
| 7-2 | 75 S.F. | WF Beam and Web Flange Repairs | \$ 328.00 | \$ 24,600.00 | \$ 346.00 | \$ 25,875.00 | \$ 330.00 | \$ 24,750.00 | \$ 350.00 | \$ 26,250.00 |
| TOTAL BID FOR CONTRACT NO. SK-7 (RE-BID) | | | \$326,400.00 | | \$328,775.00 | | \$352,750.00 | | \$443,250.00 | |
| Bid Security | | | Yes | | Yes | | Yes | | Yes | |
| Acknowledge Addendum No. 1 | | | Yes | | Yes | | Yes | | No | |
| Alternate | | | | | | | | | | |
| 7-3 | 1 LS | Installation of New Condenser Water Heat Recovery Loop | \$ 18,000.00 | \$ 18,000.00 | \$ 9,500.00 | \$ 9,500.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 20,000.00 | \$ 20,000.00 |
| TOTAL BID WITH ALTERNATE | | | \$344,400.00 | | \$338,275.00 | | \$402,750.00 | | \$463,250.00 | |

We Declare this to be a true Tabulation of Bids
 Received on February 03, 2023 by the Township of Haverford
 for Contract No. SK-7 (RE-BID) Skatium Cooling Towers Replacement-General

PENNONI ASSOCIATES INC.



David Pennoni, P.E., PENNA.REG.NO. 039235-E



TOWNSHIP OF
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JOHN R. WALKO ESQ., SOLICITOR
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8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVT 0305

February 8, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Skatium Cooling Towers Replacement - Electrical
Contract No. SK-7A**

Dear Mr. Burman:

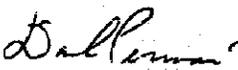
Attached herewith is a tabulation of the bids received on Tuesday, December 20, 2022, at 1:00 p.m. for the above referenced contract. The low bidder was Schipsi Electric LLC of Malvern, PA with a bid of \$17,603.00. Since we have not worked with Schipsi Electric LLC in the past, we contacted the references provided. All references contacted indicated their work was satisfactory.

Based on favorable references, we recommend the Township award the project to Schipsi Electric LLC in the amount of \$17,603.00 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: Aimee Cuthbertson, Assistant Township Manager

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The Township of Haverford
 Tabulation of Bids Received Until 1:00 PM
 Prevailing Time on December 20, 2022

CONTRACT NO. SK-7A
SKATIUM COOLING TOWERS REPLACEMENT
ELECTRICAL

| | | Schipisi Electric LLC 580 Lancaster Ave Suite #120 Malvern, PA 19355 | | C.A.D. Electric 1021 Saville Ave Eddystone, PA 19022 | | A.N. Lynch Co., Inc 122 Finkbiner Road Spring City, PA 19475 | | AJM Electric, Inc 2333 Concord Road Chester Township, PA 19013 | | |
|---|-------------------------|---|--------------------|--|--------------------|--|--------------------|--|--------------------|--------------|
| ITEM NO. | ESTIMATED QUANTITY/UNIT | DESCRIPTION | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 7A-1 | 1 LS | Electrical Modifications for Replacement of Cooling Towers | \$ 17,603.00 | \$ 17,603.00 | \$ 44,000.00 | \$ 44,000.00 | \$ 45,000.00 | \$ 45,000.00 | \$ 46,840.00 | \$ 46,840.00 |
| TOTAL BID FOR CONTRACT NO. SK-7A | | | \$17,603.00 | | \$44,000.00 | | \$45,000.00 | | \$46,840.00 | |
| Bid Security | | | Yes | | Yes | | Yes | | Yes | |
| Acknowledge Addendum No. 1 | | | Yes | | Yes | | Yes | | Yes | |
| Acknowledge Addendum No. 2 | | | Yes | | Yes | | Yes | | Yes | |

We Declare this to be a true Tabulation of Bids
 Received on December 20, 2022 by the Township of Haverford
 for Contract No. SK-7A Skatium Cooling Towers Replacement - Electrical

PENNONI ASSOCIATES INC.


 David Pennoni, P.E., PENNA.REG.NO. 039235-E

HVERFORD TOWNSHIP MEMORANDUM

DATE: January 31, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Accepting bids for Pennsy Trail Phase II

The next step for Phase II of the Penny trail is to accept the bid. Richard E. Pierson was the lowest bidder at \$2,283,845.43. The total including Construction Inspection and 1% incurred cost brings the total construction costs to \$2,538,269.62. The Township contribution to construction is \$395,000 with the balance of the construction costs being funded through a PennDOT grant.

The purpose of the memo is to get Board of Commissioner approval for the Township contribution so we can accept the bid. Once the bids are accepted we will schedule preconstruction meeting. Construction is expected to start in late spring of 2023 and take 9-12 months.

I will be at the February work session to answer any questions.



TOWNSHIP OF
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9TH WARD WILLIAM F. WECHSLER

Funding Memorandum

Thursday January 19, 2023

To: Daniel Snyder P.E.
PennDOT Consultant Project manager
Delaware Valley Regional Planning Commission
190 N Independence Mall West, 8th floor
Philadelphia, Pa. 19106

RE: Haverford Township Multi-Modal Trail Project ECMS #110777

Dear Mr. Snyder,

This memorandum will act as a notice of intent that Haverford Township is prepared to cover \$395,000 of the funding shortfall for the Pa TAP grant associated with the above referenced project.

Sincerely,

Dave Burman
Township Manager
Haverford Township
1014 Darby Road
Havertown, Pa 19083

HAVERFORD TOWNSHIP POLICE DEPT.
Memorandum

DATE: January 30, 2023

TO: Dave Burman

FROM: John Viola

SUBJECT: New Vehicles

Whitmoyer Auto Group 1001 East Main Street Mount Joy, PA 17552
meets the requirements under COSTARS Contract #13-111
for the purchase of the following vehicles:

| | |
|---|------------------|
| Four, 2023 Chevrolet Tahoe Police vehicles CK10706, | \$213,000 |
| Two, 2023 Chevrolet Bolt EUV, electric vehicles, | \$60,400 |
| Total | \$273,400 |

2023 Haverford Township Vehicle Purchases

Purchases – Vehicles

Motion: to authorize the purchase of the following vehicles:

Public Works Department:

Sanitation:

One (1) 2023 HV 607 International Cab and Chassis Sanitation/Recycle Truck
Hunter International 2320 High Hill Road Logan Township, NJ 08085
Costars #025-102 in the amount of \$119,875

One (1) Leach 21 Yard 2R-III Trash/Recycling Body for Chassis Listed Above
Grand Turk International Equipment Co. Inc.
1 Schuylkill Parkway Bridgeport, PA 19405
Costars# 025-E22-417 in the amount of \$100,077

Sewer:

One (1) Mainline System Ford Transit TR 350 Van Trakstar Camera and Inspection
Truck
H.A. DeHart & Son 311 Crown Point Road Thorofare, NJ 08086
Costars # 025-052, in the amount of \$196,399.76

Highway:

One (1) 2023 Ford F-550 Cab and Chassis for Dump Truck
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars #025-E22-387, in the amount of \$56,210

One (1) Dynapro 9' Stainless Steel Dump Body with Byers Tailgate Salt Spreader and 9'
Western Pro Plus Plow
Dejanna Truck and Utility Equipment 490 Pulaski Road Kings Park, NY 11754
Costars #025-E22-548, in the amount of \$41,120

One (1) 2023 Ford Super Duty F-350 with 9' Western Pro Plus Plow
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars#025-E22-387, in the amount of \$61,255

One (1) Blast Pot Sand Blaster Model # DB800
Duffless Blasting 5711 Schurmier Road Houston, TX 77048
In the amount of \$15,500

One (1) 11,000 lb. Vehicle Lift
Triple "R" Truck Parts 1915 Chester Pike Eddystone, PA 19022
Costars#008-297, in the amount of \$12,370

One (1) Old Dominion Brush Company
Model DCL800SM "XTREME VAC" Leaf and Debris Collection Unit
Stephenson Equipment, Inc., Harrisburg, PA 17111
In the amount of \$241,167.38 under CoStars Contract #4400020075

Park Maintenance:

- One (1) 2023 Ford Super Duty F-350 Regular Cab with 8' Bed and 9' Western Pro Plus Snow Plow
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$58,810

One (1) 2023 Ford Super Duty F-350 Crew Cab with 8' Bed
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$55,535

EMS:

- One (1) 2023 Ford Super Duty F550 Cab and Chassis for Ambulance Upfit
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$56,300
- Refurbishment and Remount of Ambulance Body and Controls for Upfit on Chassis Listed Above
Pfund Superior Sales Co Inc (Lifeline Emergency Vehicles)
221 Chester Dr. Lower Burrell, PA 15068 in the amount of \$128,410

HAVERFORD TOWNSHIP MEMORANDUM

DATE: January 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Fence repairs at Hilltop Field

Attached is a quote for fence repairs on the baseball fields at Hilltop Park. The quote is for \$13,700 from Super Fence Co. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # is 000052947.

If there are any questions, I will be on hand for the Board of Commissioner work session on February 6, 2023.

SUPER FENCE COMPANY

2717 Haverford Road
Ardmore, PA 19003
Phone: (610) 642-4450

INVOICE

DATE: 1/23/23
INVOICE # 553
FOR: FENCE
INSTALLATION

Bill To:

Haverford Twp Parks and Rec
Hilltop Fields
Attention: Brian Barrett

| DESCRIPTION | AMOUNT |
|--|---------------------|
| Hilltop field | |
| Babe Ruth Field: Replace all outfield chain link (fabric only), 310 linear feet 42" high and 20 linear feet 72" high. (1) 4' wide x 42" high single gate to match. | \$5,900.00 |
| Lower field: Repair existing backstop plus replace all 440 linear feet 42" galvanized fabric and 20 linear feet 1 3/8" galvanized top rail. Also to replace (2) single gates and (1) 10' wide double gate. | \$7,800.00 |
|  <p>SUPER FENCE CO. ARDMORE, PA 610-642-4450</p> | |
| TOTAL | \$ 13,700.00 |

Make all checks payable to SUPER FENCE COMPANY
If you have any questions concerning this invoice, contact (610) 642-4450, E-mail: superfenceco@aol.com

THANK YOU FOR YOUR BUSINESS!

HAVERFORD TOWNSHIP MEMORANDUM

DATE: January 25, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Twenty (20) 32 Gallon Trash Receptacles for parks

Attached is a quote for 20 trash receptacles to be placed at parks and on trails in Haverford Township. The quote is for \$15,560 from General Recreation, Inc. The receptacles were chosen to match existing trash receptacles and upon resident requests—more trash receptacles needed in the neighborhood parks. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # PA 014-071 and Vendor ID #122659

If there are any questions, I will be on hand for the Board of Commissioner work session on February 6, 2023.

PRICE QUOTE
 DATE: 1/10/2023
 QUOTE # trash
 BY Larry McCullough
 CELL 610-331-6554
 PH 800-726-4793
 FX: 610-353-5161

GENERAL RECREATION, INC.
 PO BOX 440
 NEWTOWN SQUARE, PA 19073
larry@gen-rec.com



GENERAL RECREATION, INC.

CUST: HAVERFORD TOWNSHIP
 ATTN: Eileen Mottola

TERMS:
 SHIPPED BY: CC
 F. O. B.: DEL
 SHIP DATE:
 PHONE: 610-449-9307
 EMAIL:
emottola@havtwp.org

| Quantity | Model # | DESCRIPTION | Each | Total |
|---|---------|--|------------|-------------|
| TRASH RECEPTACLE | | | | |
| 20 | | Premier Polysteel 992-031 32gal perforated square trash recpt arch lid and liner | \$680.00 | \$13,600.00 |
| 1 | | shipping | \$1,960.00 | \$1,960.00 |
| PRICE VALID UNTIL 1/24/23 | | | | |
| ANY UNFORESEEN UNDERGROUND IMMOVABLE OBJECTS MAY REQUIRE AN ADDITIONAL FEE TO REMOVE | | | | |
| THE PRICE INCLUDES SHIPPING COST | | | SUB: | \$15,560.00 |
| NOT INCLUDE ARE UNLOADING , STORAGE AND INSTALLATION | | | | |
| THE ABOVE EQUIPMENT CAN BE PURCHASED PA STATE CONTRACT & COSTARS -14 COSTARS VENDOR NUMBER 122659 | | | Freight: | |
| Quote valid for 30 days | | | SUB: | \$15,560.00 |
| To confirm order please sign below and fax to 610-353-5161 | | | Sales Tax: | |
| Signature _____ | | | Total: | \$15,560.00 |
| GENERAL RECREATION, INC. | | | | |

MINUTES

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

February 13, 2023
Monday, 7:00 p.m.
Township of Haverford

1. **Opening of Meeting** – Commissioner Larry Holmes, President, opened the meeting.
 - a. Roll Call – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Township Engineer.

- b. Pledge of Allegiance led by two Cub Scouts from Troop 332.

*The Board met in Executive Session on January 23, 2023 and February 6, 2023 to discuss legal, personnel and real estate matters.

2. **Police Department** – Sergeant Promotion

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to appoint Officer Michael Kenny to the position of Sergeant.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

3. **Presentation** – Library Renovations Update presented by Phil Goldsmith, President and Sukrit Goswami, Director: Power point presented, time line - with opening TBD January 2025, Grants and Contributions and a May/June resident meeting was highlighted.
4. **Citizens Forum – 20 Minutes Registered Speakers - Agenda Items**

Eric Hartman – spoke on the Haverford Road Road Diet. This will help eliminate traffic accidents and increase walkers.

Anny Laepple – 9th Ward Resident – Ms. Laepple spoke in favor of the library renovations. We are finally in the cusp. This township is an active community.

Don Kelly – 135 Hathaway Lane – The township has had a lot of building challenges with the library being one of them. This is a good plan.

Joyce Platfoot – 312 Cherry Lane – the Library has a positive impact on all ages. The renovations are more efficient and the plans are innovative.

Tom East – Millbrook Lane resident – Mr. East supports parking on Panmure Road.

Liz Goldberg – 6th Ward Resident – Ms. Goldberg spoke in favor of the Black History Month Resolution. We still have a way to go.

Jamie Hawthorne – Merwood Park section – It is time for library renovations. This library is for all ages.

END OF REGISTERED SPEAKERS

Open Forum

Richard Kerr – Coopertown area – supporter of the Pennsy Trails and encourages follow through on the Haverford Road diet.

Monet Reilly – 9th Ward – highlighted Black History Month. On Saturday, at the CREC – 1 – 3 P.M. there will be various activities celebrating Black History Month.

She also thanked the Board for supporting the purchase of a new fence for Hilltop.

5. **Bureau of Fire Report** – presented by Commissioner Wechsler for the month of January.
6. **Township Auditor Update** - Township Auditor, Ross Anderson, reviewed the warrants and expenditures and found no irregularities.
7. **David R. Burman** – Township Manager Update - Mr. Burman announced that links will be posted on the township website about plans for the EPA Superfund Site on Eagle Road.

Anyone will be able to receive their COVID shot tomorrow - in this room from 10 – 2.

The Township will be installing a new “Citizens Reporter” whereby residents can submit their requests on line and the software will forward the request/complaint on to the appropriate department.

8. Approval of Minutes Regular Meeting Minutes of January 9, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Regular Meeting Minutes of January 9, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #2-2023 totaling \$3,557,173.46

General & Sewer fund Payroll for January 19, 2023 in the amount of \$776,916.25

General & Sewer fund Payroll for February 2, 2023 in the amount of \$685,088.92

General Fund disbursements #2-2023 in the amount of \$1,422,178.15

Sewer Fund disbursements #2-2023 in the amount of \$141,634.47

**Community Development Block Grant Fund disbursement #2-2023
in the amount of \$146,599.75**

Capital Projects Fund disbursement #2-2023 in the amount of \$182,635.10

American Rescue Plan Fund disbursement #2-2023 in the amount of \$189,513.83

Credit Card Statement ending January 27, 2023 in the amount of \$12,606.99

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P1-2023

Traffic (2nd Reading)

Motion made by Commissioner Trombetta and seconded by Commissioner Cavender to adopt the second reading of Ordinance No. P1-2023 establishing traffic restrictions on the following highway:

SPECIAL PURPOSE PARKING in front of 2726 Morris Road, Ardmore, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Ordinance No. P2-2023 Traffic (1st Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P2-2023 establishing/rescinding traffic restrictions on the following highway:

repealing of the no parking at any time restrictions on the east side of Panmure Road, from College Avenue to Buck Lane covered which was added on 12-27-1989 by Ord. No. 2065; amended 2-12-1990 by Ord. No. 2076.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Ordinance No. P3-2023 Renewal Lease Agreement

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P3-2023 authorizing 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.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Resolution No. 2297 -2023 Transfer of Funds

Motion made by McCloskey and seconded by Commissioner Trombetta to adopt Resolution No. 2297-2023 authorizing the transfer of 2022 funds.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2299-2023

Selection of Underwriter for 2023 Bond

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to appoint Janney Montgomery Scott as the Township of Haverford's underwriters for the 2023 Bond issue and authorize the Township Manager and Assistant Township Manager to take any other actions preliminary to the issuance of the Series of 2023 Bonds and in contemplation thereof.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. Resolution No. 2300-2023

Black History Month

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Wechsler to adopt Resolution No. 2300-2023 RECOGNIZING AND CELEBRATING THE MONTH OF FEBRUARY AS BLACK HISTORY MONTH

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2301-2023

ARPA Purchase Authorizations

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt Resolution No. 2301-2023, that the Board of Commissioners desires to make improvements and financial investments in several Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- One (1) Old Dominion Brush Company Model DCL800SM "XTREME VAC"**

Leaf and Debris Collection Unit at a cost not to exceed \$241,167.38; under CoStars Contract #4400020075

- Initial supply (50) of “Welcome to Haverford Township * Shop Small * Shop Local” Banners at a cost not to exceed \$5,096.32
- Purchase, installation, training and maintenance for TRAIRS Asset Management software at a cost not to exceed \$125,000; and

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township’s American Rescue Plan Fund allocation for the above referenced projects and initiatives.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Contract Awards

Township Building

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to award a professional services contract to Wiss, Janney, Elstner Associates, Inc. in the amount of \$23,875 to prepare construction documents and administer the bid and construction processes for installation of a new stone veneer on the Township Building, with additional site inspections to be performed on a time and materials basis.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Skatium – Cooling Towers Replacement

Motion made by Commissioner Gondek and seconded by Commissioner Trombetta to award a Cooling Towers Replacement contract to McCloskey Mechanical Contractors., Blackwood, NJ, in the amount of \$326,400.00; submitting the lowest responsible bid; AND

To award an electrical contract for the Cooling Towers Replacement to Schipsi Electric, Malvern, PA, in the amount of \$17,603.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation – Pennsy Trail

Motion made by Commissioner Hart and seconded by Commissioner Quinn to accept the bid of Richard E. Pierson Construction Co., Inc. of Swedesboro, NJ, having the lowest responsible bid; as reported by PennDOT, and to commit \$395,000 of Township funds to the construction phase of the project.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Purchases

Police Department - Vehicles

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to award the purchase of four 2023 Chevrolet Tahoe Police vehicles, CK10706, in the amount of \$213,000.00 and two 2023 Chevrolet Bolt EUV, electric vehicles, in the amount of \$60,400.00, from Whitmoyer Auto Group, 1001 East Main Street, Mount Joy, PA, under COSTARS Contract #13-111.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

18. Vehicles – Various Departments:

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of the following vehicles:

Public Works Department:

Sanitation:

**One (1) 2023 HV 607 International Cab and Chassis Sanitation/Recycle Truck
Hunter International 2320 High Hill Road Logan Township, NJ 08085
Costars #025-102 in the amount of \$119,875**

**One (1) Leach 21 Yard 2R-III Trash/Recycling Body for Chassis Listed Above
Grand Turk International Equipment Co. Inc.
1 Schuylkill Parkway Bridgeport, PA 19405
Costars# 025-E22-417 in the amount of \$100,077**

Sewer:

**One (1) Mainline System Ford Transit TR 350 Van Trakstar Camera and Inspection
Truck
H.A. DeHart & Son 311 Crown Point Road Thorofare, NJ 08086
Costars # 025-052, in the amount of \$196,399.76**

Highway:

**One (1) 2023 Ford F-550 Cab and Chassis for Dump Truck
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars #025-E22-387, in the amount of \$56,210**

**One (1) Dynapro 9' Stainless Steel Dump Body with Byers Tailgate Salt Spreader and
9' Western Pro Plus Plow
Dejanna Truck and Utility Equipment 490 Pulaski Road Kings Park, NY 11754
Costars #025-E22-548, in the amount of \$41,120**

**One (1) 2023 Ford Super Duty F-350 with 9' Western Pro Plus Plow
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars#025-E22-387, in the amount of \$61,255**

**One (1) Blast Pot Sand Blaster Model # DB800
Duffless Blasting 5711 Schurmier Road Houston, TX 77048
In the amount of \$15,500**

**One (1) 11,000 lb. Vehicle Lift
Triple "R" Truck Parts 1915 Chester Pike Eddystone, PA 19022
Costars#008-297, in the amount of \$12,370**

Roll Called.

**All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey,
Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.**

**Motion made by Commissioner Hart and seconded by Commissioner Wechsler to
authorize the purchase of the following equipment:**

Park Maintenance:

**One (1) 2023 Ford Super Duty F-350 Regular Cab with 8' Bed and 9' Western Pro Plus
Snow Plow**

**Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$58,810**

**One (1) 2023 Ford Super Duty F-350 Crew Cab with 8' Bed
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$55,535**

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of the following vehicles:

EMS:

**One (1) 2023 Ford Super Duty F550 Cab and Chassis for Ambulance Upfit
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$56,300**

**Refurbishment and Remount of Ambulance Body and Controls for Upfit on Chassis
Listed Above**

**Pfund Superior Sales Co Inc (Lifeline Emergency Vehicles)
221 Chester Dr. Lower Burrell, PA 15068 in the amount of \$128,410**

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation

Fencing

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to authorize the purchase of fence repairs on the baseball field at Hilltop Park to Super Fence Co., Ardmore, PA, in the amount of \$13,700.00, under Co-Stars Contact #0000552947. Purchase will be with ARPA money.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Trash Receptacles for Parks

Motion made by Commissioner Hart and seconded by Commissioner Quinn to authorize the purchase of Twenty (20) 32 Gallon Trash Receptacles for parks and trails, from General Recreation, Inc., Newtown Square, PA, in the amount of \$15,560.00, under Co-Stars Contract #PA 014-071. Funding for this purchase will be with ARPA money.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

***MOTION made by Commissioner Wechsler and seconded by Commissioner Gondek to TABLE Item #19. Positions will be re-advertised.**

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

19. Appointments

Civil Service Commission Alternate (6 Year Term)

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Human Relations Commission

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Ice Rink Advisory Board

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2024.

Shade Tree Commission

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 202

Senior Citizens Advisory Board

Ward 6

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

Ms. Donahue – resident on Fairfield Road – she is very concerned about the safety and gang issues still on going in the township. She indicated that there were 480 police incidences, during the time period she requested, at the YMCA; all from outsiders.

Joy Baxter – 4th Ward Resident – She is happy that the township will be hiring an employee to work on climate change issues and the action plan. She is also happy about the Energy Audit, the Haverford Road Diet and Composting initiatives.

Lou Ventura – Paddock Farms resident

He is requesting that part of the park be turned back into a hockey playing area. The park/field can also have other uses.

21. New business – no new business

22. Other business

1st Ward Commissioner – Brian Gondek, Esq.

Commissioner Gondek stated that there is still time for residents to submit their resumes for open spots on boards and commissions.

Commissioner Gondek also highlighted the work AQUA will be performing on Lawrence Road. The Police are going to have an active role in traffic detours.

He also highlighted Black History Month.

He wished everyone a Happy Valentines' and Presidents Day.

2nd Ward Commissioner – Sheryl Forste-Grupp

Commissioner Forste-Grupp congratulated Sgt. Kenny on his promotion.

She thanked Phil Goldsmith and Sukrit Goswami on their library presentation.

She reminded everyone to pay their local fire company dues.

3rd Ward Commissioner – Kevin McCloskey, Esq.

Commissioner McCloskey announced that he is very excited about the library renovations. He also highlighted that Haverford Township is a community that shares. This was seen during the Eagles Superbowl; even amidst disagreements – at times.

5th Ward Commissioner – Laura Cavender

Commissioner Cavender also spoke on Black History Month.

She detailed the tentative agreement the township made with Lower Merion Township on use of the Polo Field.

There will be resident meetings with PaDot regarding the Haverford Road Diet.

She thanked both Phil Goldsmith and Sukrit Goswami for the library presentation.

7th Ward Commissioner – Conor Quinn

Commissioner Quinn also spoke on the crime issue. He also supports the police promotion. He also reminded everyone to pay their fire company dues.

8th Ward Commissioner – Gerry Hart, MD

Commissioner Hart also highlighted the benefit of the Haverford Road Diet. This is considered a high accident area. This plan will help with bike safety.

The Brookline Park Steering Committee will meet March 29th.

March 4th will be the Sacred Heart 5K Run.

9th Ward Commissioner – William F. Wechsler

Commissioner Wechsler offered congratulations of Sgt. Kenny.

Hilltop Civic Association will hold a Virtual Meeting on March 1st.

He also thanked Phil Goldsmith and Sukrit Goswami for the library presentation. He also reminded everyone that the Public Works Maintenance facility also was upgraded a while back.

Commissioner Wechsler also asked the police to check on the physical security cameras as the Y and other businesses.

With Black History Month, the hope is to live together and to look at history and learn.

4th Ward Commissioner – Judy Trombetta

Commissioner Trombetta has realized that there is more to be a Commissioner. There are other challenges that include park upgrades for residents. People want different things.

She invited Commissioner Gondek to join in a Virtual Meeting with Commissioner McCloskey and herself regarding the upcoming AQUA work that will begin. PECO and the Police Department will also be included.

6th Ward Commissioner – Larry Holmes, Esq.

Commissioner Holmes thanked everyone that participated in tonight's meeting. Everyone had something to offer.

***Chief John Viola announced that he did speak with AQUA today and the begin date will be March 1st on Lawrence Road.**

23. All Commissioners agreed to adjourn

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, March 6, 2023

7:00 P.M.

Presentation: Jeanne Angell – Discover Haverford - Annual Update

Presentation – Scott Selkowitz - Results of Senior Citizens Survey

Commissioners Committee Updates

Police Department – Crime Update

Next Week:

Ordinance No. P2-2023

Traffic (2nd Reading)

Ordinance No. P3-2023

Renewal Lease Agreement – Hockeytown (2nd Reading)

Resolution No. 2298-2023

Economic Recovery Payment for Seniors, Widowers and Permanently Disabled Individuals

Resolution No. 2302–2023

PaDot – Delaware County Paving Project

Resolution No. 2303-2023

DCNR Grant Application – Darby Creek Trail

Contract

Police Department - Crime Watch

Purchases:

Public Works

Diesel Engine for Tree Department bucket truck

Camera Truck for Sewer Department – amended cost will be discussed

Skatium

Dual Zoned Split AC Unit System

Replacement Compressor for Chiller #2

Check Presentation by Congresswoman Mary Gay Scanlon - Haverford Township Library
\$2mm grant

Proclamation: Women's History Month

Appointments:

Civil Service Commission Alternate

Human Relations Commission

Ice Rink Advisory

Shade Tree Commission

Ward 6 Senior Citizens Representative

RESOLUTION 2298-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Senior/Widowed/Permanently Disabled Individuals Economic Recovery Payment Program

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million; and,

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act which allowed recipients to use funds to promote economic recovery from the COVID-19 pandemic with special emphasis on those populations that were disproportionately affected; and,

WHEREAS, the Board of Commissioners desires to provide financial support to those senior citizens/widowed/permanently disabled individuals living in Haverford Township who received financial assistance under the 2022 Commonwealth of Pennsylvania Property Tax/Rent Rebate Program and who meet the Township's program requirements as discussed in Exhibit A; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the "Senior/Widowed/Permanently Disabled Individuals Economic Recovery Payment" 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 13th day of March, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager



EXHIBIT A

HAVERFORD TOWNSHIP Senior/Widowed/Permanently Disabled Individuals Economic Recovery Payment Program (*American Rescue Plan Act Funded*)

Haverford Township is proud to introduce the Senior/Widowed/Permanently Disabled Individuals Economic Recovery Payment Program which will offer a \$500 one-time economic recovery payment to Haverford Township residents who also qualified for and received the 2022 Commonwealth of Pennsylvania's Property Tax/Rent Rebate in 2023. The Commonwealth program eligibility criteria is described on the attached Summary provided by the Commonwealth.

The Township program is limited to one rebate per household with a maximum outlay of \$302,500. The program will open May 1, 2023 and close December 15, 2023. Applications may be submitted via email to finance@havtwp.org or mailed/dropped off at the Haverford Township Administration building, 1014 Darby Road, Havertown, PA 19083. All rebate applications must be received (or postmarked) by 4pm December 15, 2023.

Applications will be reviewed on a first-come, first-served basis and refunds will be processed on a monthly basis. Applications must include both of the following to be considered complete:

1. Completed application
2. Copy of 2022 Property Tax/Rent Rebate check from the Commonwealth of PA showing receipt in 2023 OR a "Where's My Refund" print out from the Commonwealth's website showing issuance of a payment to you in 2023.

Program Notes:

- If you have any questions regarding eligibility and filing of the 2022 Commonwealth of PA Property Tax/Rent Rebate application, please contact your local state representative as that is a state program and their staff members are available for assistance with filings. Representative Vitali's office can be reached at 610-789-3900 and Representative Zabel's office can be reached at 484-200-8262.
- If you have any questions pertaining to the status of your Township application or regarding the issuance/timing of Township Rebate payments, please contact the Township Finance Department at 610-446-1000.



HAVERFORD TOWNSHIP
Senior/Widowed/Permanently Disabled Individuals
Economic Recovery Payment Program
Payment Application
(American Rescue Plan Act Funded)

Name of Applicant _____

Mailing Address _____

City, State, Zip _____

Names of Other People Living in Household _____

Contact email _____

Contact phone # _____

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 of this application. Applicant further certifies that the person whose signature appears below was a resident of Haverford Township as of December 31, 2022 and has received a 2022 Commonwealth of Pennsylvania Property Tax/Rent Rebate payment in 2023 from the Commonwealth. Applicant also acknowledges that these monies are funded through the American Recovery Plan Act for the purpose of promoting economic recovery sustained by disproportionately disadvantaged groups as a result of the COVID-19 pandemic.

Applicant Signature

Applicant Name (Printed)

Date of Application



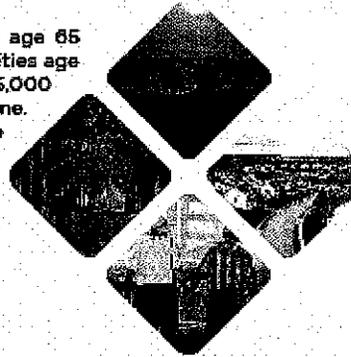
REV-673 06-20

PENNSYLVANIA DEPARTMENT OF REVENUE

PROPERTY TAX/RENT REBATE PROGRAM



The **Property Tax/Rent Rebate** program benefits eligible Pennsylvanians age 65 and older; widows and widowers age 50 and older; and people with disabilities age 18 and older. The income limit is \$35,000 a year for homeowners and \$15,000 annually for renters. Claimants may exclude half of their Social Security income. In addition, federal Civil Service Retirement System benefit recipients may exclude 50% of the average annual Social Security benefit amount from their total eligibility income and veterans with federal veterans' disability payments or state veterans' payments may exclude 100% of those payments. The maximum standard rebate is \$650, but supplemental rebates for qualifying homeowners can boost rebates to \$975.



For more information about the Property Tax/Rent Rebate Program, please visit revenue.pa.gov/PTRR.

Who can file for a Property Tax/Rent Rebate?

Property Tax/Rent Rebates are based on property taxes or rent paid the previous calendar year.

AGE

- You or your spouse must have been at least 65 years old as of Dec. 31 of the claim year; or
- You were a widow or widower during all or part of the claim year and must have been 50 years or older as of Dec. 31; or
- You were permanently disabled during all or part of the claim year, 18 years or older during the claim year and were unable to work because of a medically determined physical or mental disability. If you applied for Social Security Disability and were denied benefits, you are not eligible for a rebate as a disabled claimant.

OWN or RENT

You must have owned and occupied a home or rented and occupied a home, apartment, nursing home, boarding home or similar residence in Pennsylvania during the period for which you claim the rebate.

Homeowners must have paid property taxes prior to applying. Renters must verify their landlords were required to pay property taxes or made payments in lieu of property taxes on rental properties.

INCOME

| | INCOME | MAX. REBATE |
|-----------------------|----------------------|-------------|
| HOMEOWNERS | \$0 to \$8,000 | \$650 |
| | \$8,001 to \$18,000 | \$650 >> |
| | \$18,001 to \$19,000 | \$300 |
| | \$19,001 to \$35,000 | \$250 >> |
| RENTERS | INCOME | MAX. REBATE |
| | \$0 to \$8,000 | \$650 |
| | \$8,001 to \$15,000 | \$500 >> |

Remember to exclude one-half of Social Security benefits, Supplemental Security Income and/or Tier 1 Railroad Retirement benefits when calculating total household eligibility income.

When is the deadline to apply?

Applications must be postmarked by June 30. The PA-1000 booklet, used to apply for rebates, is available in late February at www.revenue.pa.gov or by calling, toll-free, 1-888-222-9190. Once you qualify for your first rebate, the department will automatically send you an application the next year unless you prepared and filed your claim using computer software. If you used software for a rent rebate, the department will send you a copy of the rent certificated for the next year to complete and provide with your software completed claim form. Rebate checks are mailed beginning July 1 each year.

..... continued on next page

RESOLUTION NO. 2302-2023

Delaware County Paving Project

BE IT RESOLVED by the 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 Township Manager/Secretary of said municipality be authorized and directed to sign the attached agreement on its behalf and that the Township Manager be authorized and directed to attest the same.

Attest:

Township of Haverford

David R. Burman
Township Manager/Secretary

C. Lawrence Holmes, Esq.
President

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 on the 13th day of March, 2023.

March 13, 2023

David R. Burman, Township Manager/Secretary

DCNR-C2P2

Applicant Information (* indicates required information)

Applicant/Grantee Legal Name: HAVERFORD TOWNSHIP

Web Application ID:

Project Title: Darby Creek Trail

Resolution No 2303-2023

WHEREAS, HAVERFORD TOWNSHIP ("Applicant") desires to undertake the project, "Darby Creek Trail" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW THEREFORE, it is resolved that:

1. The grant application may be electronically signed on behalf of the applicant by "David Burman" who, at the time of signing, has a **TITLE** of "Township Manager" and the email address of "DBurman@HAVTWP.ORG".
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "TITLE" specified in paragraph 1 and the grantee will be bound by the amendment.

Resolved this 13th day of March, A.D. 2023

Township of Haverford

BY: _____
C. Lawrence Holmes, President
Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary



Safer Communities Through Collaboration.

CRIMEWATCH Network Deployment

Haverford Township Police Department
CORE Deployment

02/09/2023

Prepared for:

Haverford Township Police Department
c/o Chief John Viola
1014 Darby Road
Havertown, PA 19083

Prepared by:

CRIMEWATCH Technologies, Inc.
c/o Douglas Demangone
410 Kings Mill Rd.
York, PA 17401
717.230.1845



CRIMEWATCH

OVERVIEW

CRIMEWATCH administers a police intelligence network that links disparate criminal justice agencies, the media, private business and the public. Leveraging digital technologies and media for the distribution of sensitive criminal justice information that increases community awareness, expands offender accountability and provides organized channels for the public to safely submit information to authorities.



- Web Application
- Mobile Application
- Private Broadcast Network of TVs
- Tip submission with intelligence tracking
- Intelligence Analytics
- Social Media integration
- ControlShare™ Take-Down Technology
- Crime Mapping
- Online/social Engagement Analytics & Reports
- Camera Registry System
- Cold Case
- Online Incident Reporting
- Officer Conduct Reporting
- Home/Vacation Check Reporting
- RTK Reporting
- Universal Offender Database
- Geo-Targeting Warrants and Arrests
- Email Notifications
- Push Notification
- Emergency Broadcasts
- Mobile Warrant HUD (Heads Up Display)
- Mug-Shot Scraping Prevention
- Cloud based w/redundancy
- No infrastructure/IT requirement
- Network Wide Security Protocols
- Ongoing Support & Training
- Video Editing w/ Secure File Transfer
- Custom Marketing Programs
- Continuous Product Improvements and Upgrades

© 2019 CRIMEWATCH TECHNOLOGIES, INC. | 717-230-1845 | SUPPORT@CRIMEWATCH.NET

Currently deployed by over 200 criminal justice groups in Pennsylvania and 12 other States. CRIMEWATCH continues to expand across the United States. **The participation of the Haverford Township Police Department will expand this effort significantly, helping increase awareness for the program and continue reducing crime.**

CRIMEWATCH PORTAL

HOME | CRIMEWATCH | CRIMEWATCH PA | FRANKLIN COUNTY | CHAMBERSBURG POLICE DEPARTMENT

LOG IN | SIGN UP FOR ALERTS | SUBMIT A TIP



CHAMBERSBURG POLICE DEPARTMENT
 Chief Ron Cassano
 116 S. Second St.
 Chambersburg, PA 17001
 www.chambersburgpolice.com

VIEW AND SEARCH ACTIVITY WITH OUR INTERACTIVE MAP

11:27 AM

1/19/2019

HOME ABOUT US CRIME FAQ FORMS RTN REQUEST OUR BOROUGH CONTACT US CITIZEN'S POLICE ACADEMY

BUSINESS & RESIDENT CAMERA REGISTRY



In an effort to collaborate better with the community, the Chambersburg Police Department is asking all residents and business with cameras...

[READ MORE](#)

CPD Officers Attend Diversity and Implicit Bias Training
 On 3/11/2019, over half of the Chambersburg...

BUSINESS & RESIDENT CAMERA REGISTRY
 In an effort to collaborate better with the c...

CRIMEWATCH Mobile App Available
 Download the CRIMEWATCH mobile applic...

Sign up for Free Notifications!
 If your local police department is a subscri...

NEWS FEED

MOST RECENT ARRESTS WARRANTS INCIDENTS CASES NEWS

MARCH 18, 2019



RETAIL THEFT

On March 17, 2019, between 7:30 and 8:10 PM, someone stole over \$700 worth of electronic merchandise from Target, located at 912 Norland Ave. The items stolen include games for PlayStation 3, Xbox One, and Nintendo Wii. The suspect exchanged the stolen items for cash at a nearby store.

Source:
 Case Status:

[Facebook](#) [Twitter](#)

[SUBMIT A TIP](#)

[READ MORE](#)

MARCH 18, 2019



ACCIDENTS INVOLVING DAMAGE TO PROPERTY

Chambersburg Police Department is investigating an accident involving damage to property. The vehicle collided with a light pole located at the corner of South Main Street and West Washington Street. The vehicle caused damage to the light pole and the driver did not stop to report the accident.

Source:
 Case Status:

[Facebook](#) [Twitter](#)

[SUBMIT A TIP](#)

[READ MORE](#)

ACTIVITY

MOST WANTED RECENT ARRESTS



BROADCASTS

- ACCIDENT**
03-13-2019 @ 2:56 PM
- ACTIVE BUILDING FIRE**
01-20-2019 @ 11:17 PM
- AUTO ACCIDENT (UPDATE)**
01-16-2019 @ 21:54 PM
- AUTO ACCIDENT (UPDATE)**
12-24-2018 @ 14:26 PM
- TERRORISTIC THREATS**
12-13-2018 @ 19:25 PM

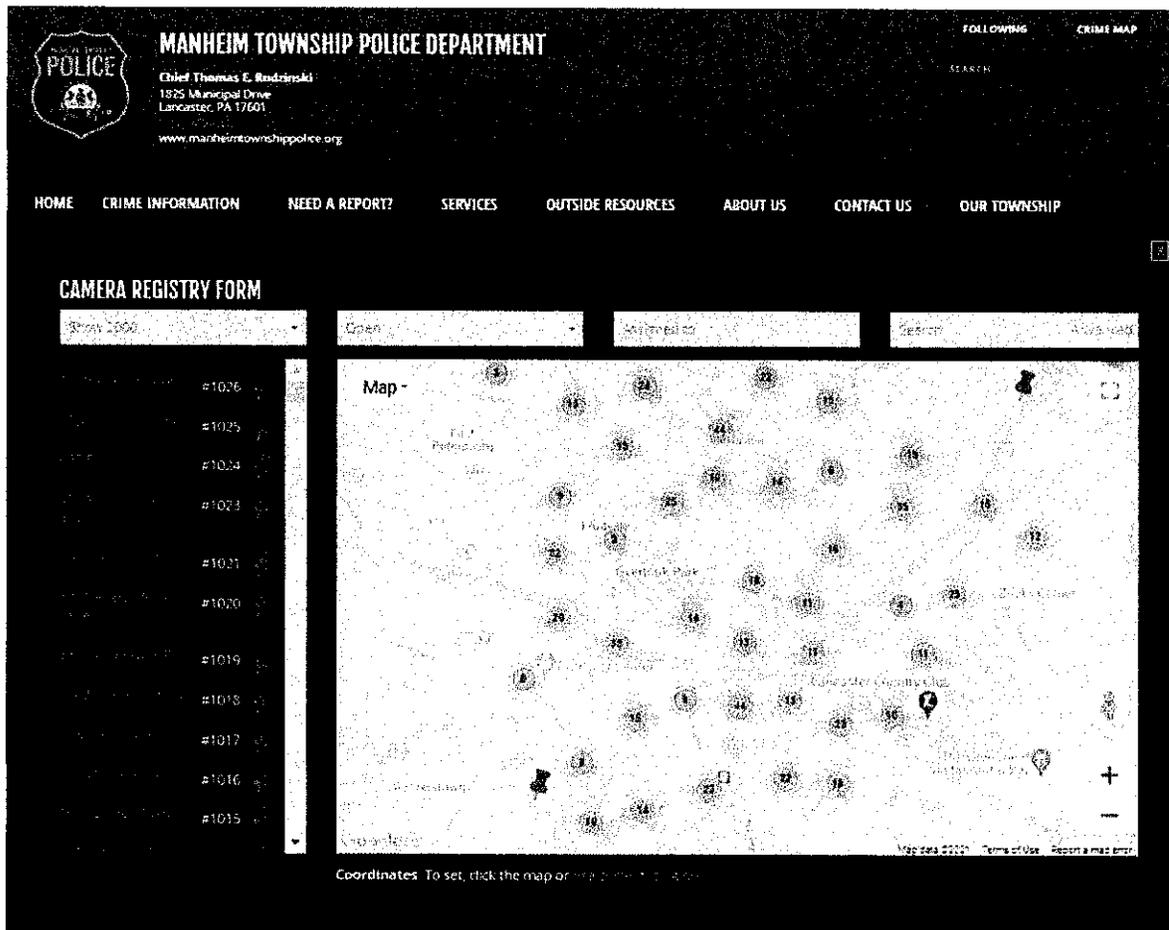
The CRIMEWATCH program is designed to help partners achieve success by delivering the CRIMEWATCH Communications solution to strengthen the use of web, social and mobile platforms to share information and collect intelligence from the public. CRIMEWATCH is committed to providing the resources needed to grow each police department's digital presence, maximize effective reach, and develop agency expertise in building stronger community relationships through digital technologies.

CAMERA REGISTRY

Each Participating Department can now allow residents and private business register their personal and security surveillance camera locations with the police department. These entries are recorded in an electronic database and allow investigators to view the registered cameras based on a geographic location. Including those cameras registered to neighboring and other agencies that are members of the CRIMEWATCH Network.

CAMERA REGISTRY BENEFITS:

-  Universal database connected across multiple jurisdictions.
-  Database connected to neighboring counties and participating departments.
-  Database that allows changes, updates and repositioning of camera locations.
-  Map view and geolocation ability.
-  Camera owner contact information easily accessible.
-  No direct access to video feeds.
-  Balance between privacy and public safety.



MANHEIM TOWNSHIP POLICE DEPARTMENT
Chief Thomas E. Redzinski
1825 Municipal Drive
Lancaster, PA 17601
www.manheimtownshippolice.org

CRIME MAP

HOME CRIME INFORMATION NEED A REPORT? SERVICES OUTSIDE RESOURCES ABOUT US CONTACT US OUR TOWNSHIP

CAMERA REGISTRY FORM

Show 10000

Open

My location

Search

Close map

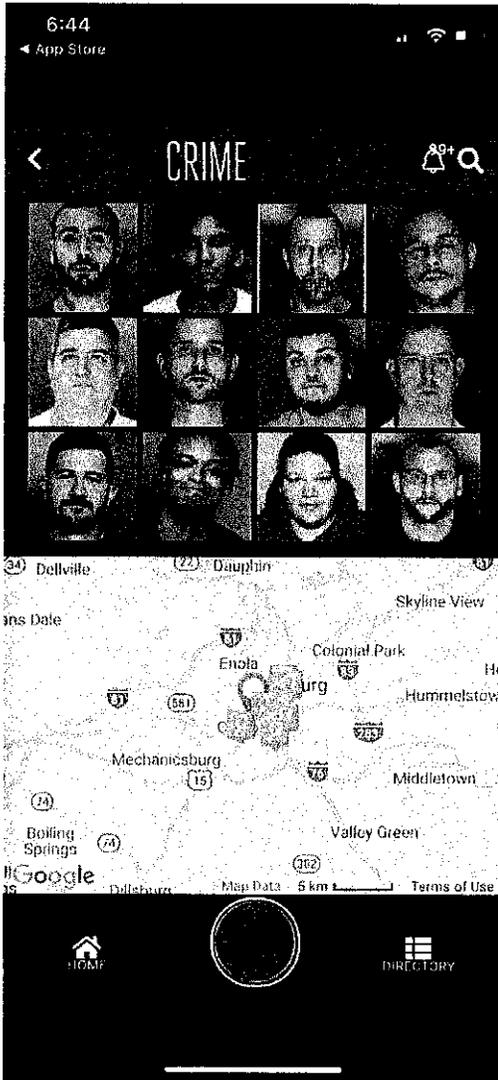
| | |
|------|-------|
| 1026 | #1026 |
| 1025 | #1025 |
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| 1023 | #1023 |
| 1021 | #1021 |
| 1020 | #1020 |
| 1019 | #1019 |
| 1018 | #1018 |
| 1017 | #1017 |
| 1016 | #1016 |
| 1015 | #1015 |

Map

Coordinates: To set, click the map or the [coordinates](#) field.



HEADS-UP DISPLAY



CRIMEWATCH HUD

The CRIMEWATCH Heads-up Display, within the mobile application provides **police personnel only** with a geo-location-based view of active warrants from local, regional, state and out-of-state agencies. This law-enforcement only feature is exclusively available on CRIMEWATCH and allows investigators to geo-target into remote communities. This level of sharing allows investigators outside of local jurisdictions to participate in the identification and apprehension of fugitives.

ADDITIONAL CRIMEWATCH Network benefits:

Virtual Newsroom

When there is local public safety information to get out to the community traditional media may not be a timely option. Instead, the CRIMEWATCH Network becomes each police department's independent virtual newsroom where information can be delivered across multiple platforms directly to the public. With the CRIMEWATCH Virtual newsroom all of the interfaces are built for police users and provide tools to control and measure public engagement.

Enhanced Communications with the Public

The CRIMEWATCH platform focuses on building direct police & public partnerships through the efficient use of technology. With a single entry into the CRIMEWATCH portal information is shared on the website, social media sites, email and through the CRIMEWATCH Mobile application.

Social Media Integration

Building, managing and maintaining social media accounts is a necessary hassle in today's climate; however, managing these tasks takes manpower off the streets. With the CRIMEWATCH Network social media integration is easy and with exclusive ControlShare technology the risk of bad information getting out of control is reduced.

Information Sharing Between Police

All of the data integrated into the CRIMEWATCH Network is part of a universal intelligence database shared by all participating police agencies. This access is included in the network and provides insight into crime patterns and offenders that are difficult for police to identify independently.

Intelligence Gathering

The CRIMEWATCH Network encourages the public to submit tips and other intelligence directly to police. The anonymity of the technology reduces the risks of sharing information and provides the police with better insight into the community. With the CRIMEWATCH platform police have the ability to distribute information to targeted areas and to collect intelligence from anywhere in the country.

Managed IT, Support & Training

Eliminate the necessity for costly equipment or hardware. The CRIMEWATCH Network is a cloud based solution that eliminates infrastructure expenses. It also ends your reliance on technical experts to assist with management and if you ever get stuck CRIMEWATCH staff is available for free for training or support as part of the service.

All Inclusive Solution

The CRIMEWATCH Network is your total web presence, social media presence and mobile presence wrapped into one package that projects your professional presence in the digital world. Additionally, it allows you to eliminate redundant services and integrate Crime Mapping, Tip submission and news dissemination into one comprehensive solution.

Summary

Im·pact: *verb, im'pakt/*

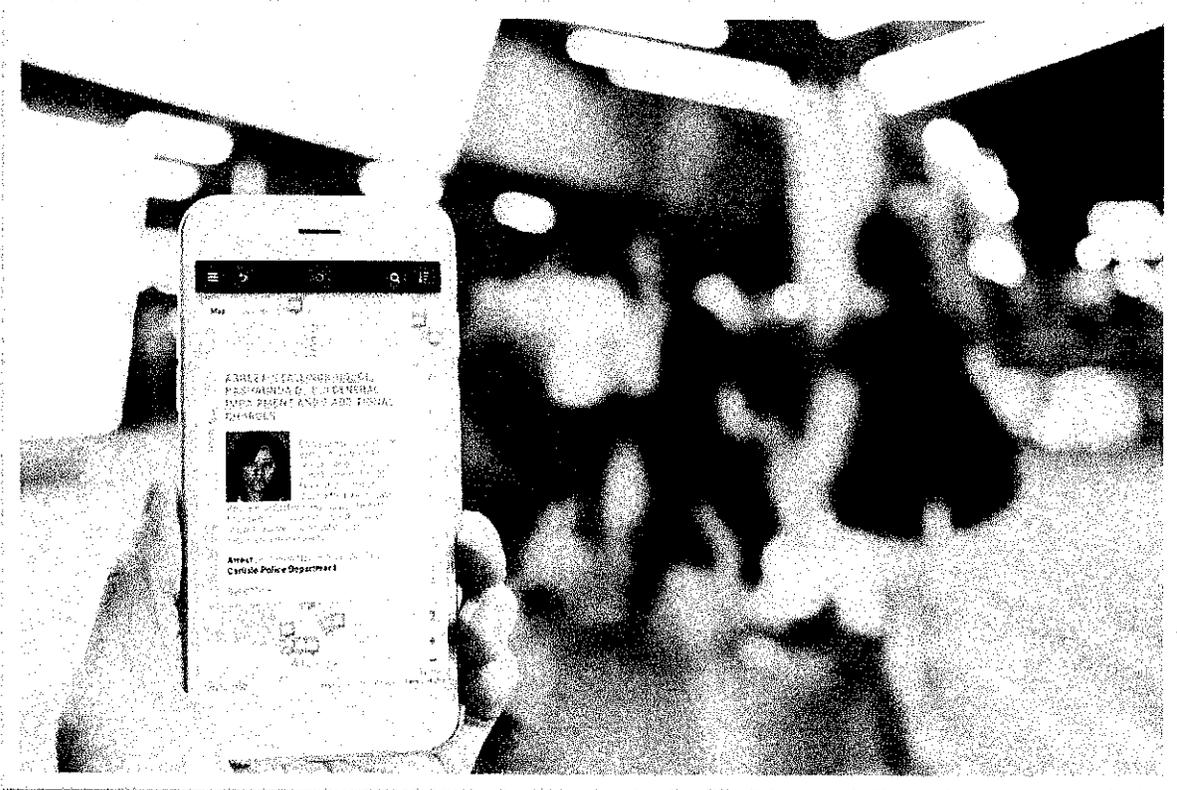
have a strong effect on someone or something.

The Haverford Township Police Department CRIMEWATCH program is designed to create a direct channel for criminal justice agencies to connect with their community and the citizens they serve. This channel generates a dialogue that increases the perceived value of each participating department, while preserving the delicate balance of trust and reliance on local police.

Residents in and around the Haverford Township Police Department region will respond. Similar deployments in Pennsylvania are generating levels of engagement that exceed any individual local media outlet. The public enjoys and appreciates having access to information affecting their communities and they have shown that they prefer to get this information directly from authorities.

While the impact on crime is difficult to measure and any trends cannot be assessed until time has generated a clear perspective, it is evident by the volume of tips and other intelligence that was delivered through the program directly to authorities in Pennsylvania, that CRIMEWATCH is effectively helping police reduce crime.

As this program grows, through department adoption, viral sharing and marketing, the impact will be clear and measurable. Today's communities exist in a digital space as much as they exist in the physical world. Providing a clear and concise communication channel for consistent engagement and community policing is critical for collecting actionable intelligence in a timely manner. Additionally, the ever-increasing threat of civil unrest, domestic and foreign threats; requires law enforcement, emergency responders and homeland security to explore and adopt deeper, more intelligent and adaptable means for connecting with the public. This includes clear, consistent, safe and reliable channels for sharing information.



Sales Order

Haverford Township Police Department CRIMEWATCH Network Deployment

We are pleased to offer the Haverford Township Police Department with personal (online) set-up and training as part of their deployment. As with all CRIMEWATCH offerings, there are no demands on internal IT resources and all technical support and ongoing training are part of the service. Additional Operations level of support with Videos, Tip Authentications, System Abuse, Emergency Support and User Maintenance are included in the monthly subscription.

| Description | Units | Cost |
|---|--|--|
| CRIMEWATCH Network CORE Access (Class 4) | | |
| Website Installation Facebook Set-up/Linking Twitter Set-up User Set-up | 1 | \$1,995.00 |
| Monthly Subscription (CORE Features): Infrastructure Storage/Archiving Database Transfer/API Bandwidth ControlShare™ Email Notifications CRIMEWATCH Mobile Integration Crime Mapping Tip platform Camera Registry Emergency Broadcast Support Package 1 Additional CORE Features (see page 2 of proposal) | 1 Year | \$12,318.75 (Based on Service Population of 49,275) |
| TRAINING | | |
| Online Training program | | \$500.00 |
| | Subtotal: | \$14,813.75. |
| | <i>Online Training program waiver:</i> | (\$500.00) |
| | <i>PA Chiefs of Police Association Discount:</i> | (\$2,956.50) |
| | TOTAL: | \$11,357.25 |
| CRIMEWATCH Promotional Package (10 signs, 20 posters, 300 postcards) | | TBD |
| Shipping / Handling | | TBD |
| OVERALL TOTAL: | | \$11,357.25 |
| <p>*NOTE: The initial monthly invoice shall include the one time set up fee and 1st installment totaling \$2,775.19 The 11 remaining monthly invoices shall be \$780.19 each</p> | | |

- Subject to annual renewal
- Subscription costs are subject to change
- This offer is only good for 90 days from date of proposal

Additional Services

Ensure program success with department branded promotional materials

CRIMEWATCH®

PARTNER WITH US

Promoting your CRIMEWATCH Program in public spaces will maximize your online presence and overall reach to your community and beyond.

STREET SIGNS

Post department branded signs in residential areas, and public areas like parks, open air markets.

GENERAL POSTERS

Bold and customized for public building lobbies or other business/indoor public areas.

GENERAL POSTCARDS

Great for mailings or public events like national night out.

CAMERA REGISTRY POSTCARDS

Promote your program to aid your criminal investigators! Great for mailings or public events.

HIRING POSTER

Make a bold statement that compliments your departments online presence.

DOOR HANGER

promoting your platform door to door can be a great engagement builder. Let the public know you stopped by and are interested in their wellbeing.

FIND OUT MORE

If you would like to find out how CRIMEWATCH can work for your department, please contact us!

PHONE: 717-230-1845

EMAIL: support@crimewatch.net



© 2020 CRIMEWATCH TECHNOLOGIES, INC. | 717-230-1845 | SUPPORT@CRIMEWATCH.NET

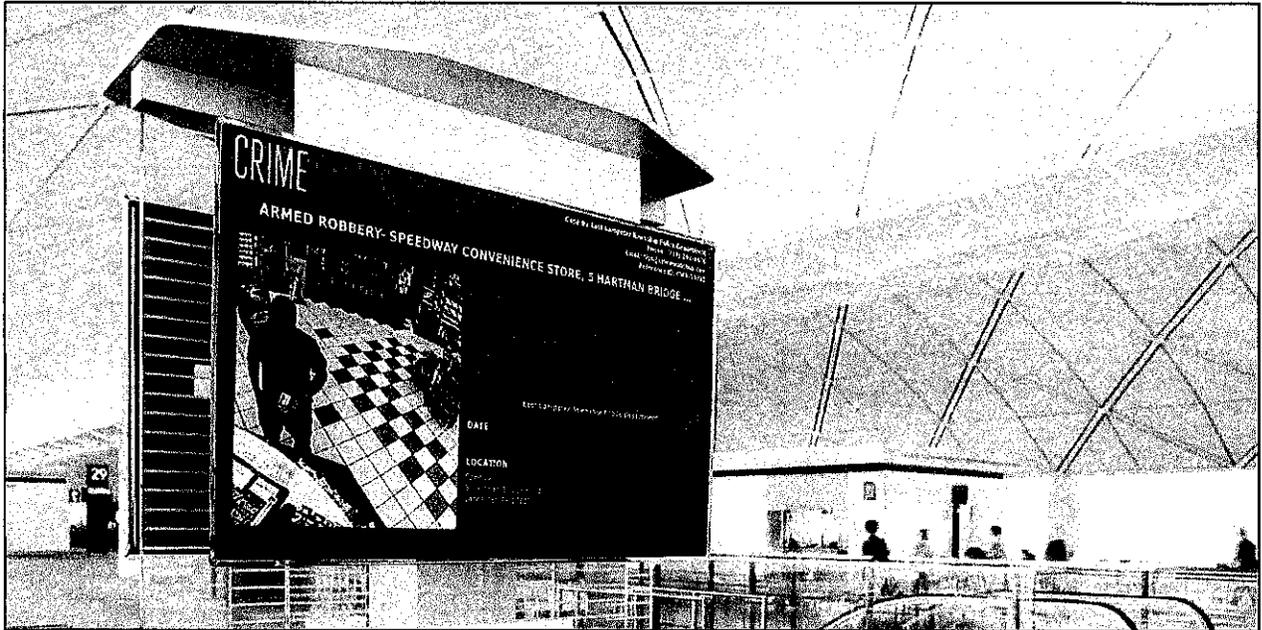
Custom campaign materials available upon request.

PERFECT FOR NATIONAL NIGHT OUT!

Additional Services

CRIMEWATCH
TV

Crime Deterrent. Mass Notification. Criminal Apprehension- and More.



The CRIMEWATCH Kiosks are targeted to show crime specific cases and arrests sorted by geo-location and relevancy. These Kiosks, installed in high traffic areas, are designed to build awareness and deter criminal activity. Each Kiosk contains unique tipping codes for content. The Kiosks can also be used to distribute special messaging and other types of emergency announcements and broadcasts including static and live video.

CRIMEWATCH TV 2.0!

Display CRIMEWATCH TV's wherever wifi is available.

Working Agreement

Between **CRIMEWATCH Technologies, Inc.** and the **Haverford Township Police Department**

All elements of this project will be completed within the time indicated unless otherwise extended due to change of scope, revisions and/or unforeseen delays. CRIMEWATCH Technology's ability to meet deadlines is predicated upon each participating department's provision of all necessary information and approvals in a timely manner.

Work on this project will commence upon signature of this agreement. The proposed pricing is based on a guaranteed subscription price for a period of **12 months** following the 'Go live' tentatively scheduled for March 2023. This guarantee excludes additional add-on features or services that may be developed later.

The information contained in this proposal is valid for 90 days. Proposals approved and signed by the Haverford Township Police Department and CRIMEWATCH Technologies are binding and commence upon the date of the signatures below. CRIMEWATCH shall invoice annually or monthly (departmental preference) after 60 days from agreement date or on "Go Live date" whichever occurs first.

NOTE: If the "Go live date" extends beyond 90 days from the agreement date, waiver's and any other discounts may be invoiced.

To accept this working agreement as described within this document, please sign below, and return a copy to CRIMEWATCH Technologies.

Date:

Client Signature / Date



Date: 02/09/2023

Douglas M. Demangone | Director of Business Development | CRIMEWATCH Technologies, Inc.
401 Kings Mill Rd. York, PA 17401
717.230.1845

Sales Order

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- Subject to annual renewal
- Subscription costs are subject to change
- This offer is only good for 90 days from date of proposal

Public Works Purchase

Highway Budget code 430-5107.02

1- New diesel engine for Tree bucket truck

Lowest quote – \$12,427.95 w/ \$4,000.00 core charge = \$16,427.95

DEV-VAL International Truck, INC.

1034 Bethlehem Pike

Montgomeryville PA 18936



DEL-VAL INTERNATIONAL TRUCKS, INC.

1034 Bethlehem Pike • P O Box 399
Montgomeryville, PA 18936
www.delvaltrucks.com
T(215)641-5800
F(215)641-5804

PARTS QUOTE

Quote: 305277
Date / Time: 2/15/2023 10:19:58AM
Customer: 27014
Branch: 1
Quote Total: \$ 16,427.95

Page 1 of 1

Bill To: TOWNSHIP OF HAVERFORD
1014 DARBY ROAD
HAVERTOWN, PA 19083

Ship To: TOWNSHIP OF HAVERFORD
1014 DARBY ROAD
HAVERTOWN, PA 19083
Office Phone: 610-789-0684

Customer P/O: Inside Slsm: mwhicker

| Supplier | Part / Misc | Description / Ref Number | U/M | Quantity | List Price | Price | Extended Price |
|----------|--------------|-------------------------------------|-----|----------|------------|-----------|----------------|
| CI4C | 5010976R91 | ENGINE,ENG, REMAN LNG BLK DT46 | EA | 1 | 22,457.75 | 12,427.95 | 12,427.95 |
| CI4C | 5010976R91-C | ENGINE,ENG, REMAN LNG BLK DT46-Core | EA | 1 | 4,000.00 | 4,000.00 | 4,000.00 |

| | |
|----------------------------|--------------------|
| Total Parts: | \$12,427.95 |
| Total Core Charges: | \$4,000.00 |
| Total Core Returns: | \$0.00 |
| Quote Subtotal: | \$16,427.95 |
| Total Tax: | \$0.00 |
| Quote Total: | \$16,427.95 |

SIGNATURE _____ PRINT
NAME _____

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

REFUND POLICY: No refund without this invoice. No parts returnable after 10 days. 25% handling charge on all returnable parts, no refunds on electrical parts and installed items.

CORE POLICY: No credit without this invoice cores due within 15 days of sale or no credit issued.



Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASST TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK, ESQ
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

February 28, 2023

TO: Board Commissioners

David R. Burman, Township Manager

Aimee M. Cuthbertson, CPA, Assistant Township Manager

FROM: Dan Perri, Facilities Superintendent

SUBJECT: Skatium – 2nd floor HVAC Split Unit System

I was asked to inspect the 2nd floor Skatium party/meeting rooms HVAC system.

Upon research, the original units are obsolete and outdated. The best option going forward would be to install a dual-zoned split unit system.

I have contacted 2 companies:

Nichols Plumbing: \$13,980.00

Havertown, PA

Boyle Energy: \$11,000.00

Havertown, PA

I am recommending Boyle Energy for the project; with the lowest responsible quote.

BOYLE ENERGY

To: Haverford Township
From: Edwin Johnson
Date: 2/28/2023
Re: Ductless Multi Zone Heat pump system @ Skatium 2nd floor

Home improvement contractor registration number PA009351
Attorney General Bureau of Consumer Protection Toll Free # 1800-520-6680

Description of work: It is understood that Boyle Energy will provide all necessary materials and perform the work in a good and workmanlike manner. The scope of the work and the materials and specifications are as follows:



Annabelle, Grady, Cathy, Tank, Billy and Patrick Boyle

Every system we install I would install in my family's home too. So if at any time during the first year of installation, you are not 100% satisfied with the performance of the equipment, our service or even our people, we will, within 30 days of your request, remove the system and cheerfully refund the entire amount of the contract.

PROPOSAL
To Furnish and Install

Option I.

- Carrier 18,000 BTU ductless wall Mounted Air handler in Dance studio
- Carrier 18,000 BTU ductless wall Mounted Air handler in common area near steps
- Carrier 36,000 BTU outdoor multi zone heat pump condensing unit to be placed in cage on rear of building
- Remote control for indoor air handlers
- Line Set piping from indoor units to outdoor (outside to be covered in a line hide)
- All holes through wall to be sealed properly
- All necessary control wiring and surge protected disconnect

Warranties:

2-year labor
10 years parts
10 years compressor

Total Investment: \$11,000.00

*****NOTE*****

This option was in stock as of 2/10/23 @2:00 PM

Liability Insurance Coverage: Boyle Energy agrees to maintain liability insurance of not less than \$50,000 covering personal injury as well as not less than \$50,000 covering property damage.

Payment Schedule Options:

- 1) 1/3 payment down Due on the Date of Signing, 1/3 payment Due on Date Started, and 1/3 payment Due at job Completion.
- 2) Payment by Credit Card (Visa, MasterCard, or Discover)
- 3) Financing

Entire agreement: this contract constitutes the entire agreement between Boyle Energy and You the customer for this project and it voids all previous proposals, representations, or agreements between us. Please note that all collection and/or legal fees that Boyle Energy incurs from any unpaid balance of this project will be the sole responsibility of the customer to reimburse Boyle Energy in full.

Governing Law: This contract shall be governed by the laws of the Commonwealth of Pennsylvania.

Contractor Acceptance:

Name: Boyle Energy/ Ed Johnson

Mailing Address: 40 W. Manoa Rd.

Physical Address: Same

City: Havertown State: PA Zip: 19083

Telephone Number: (610) 446-2444 or (215) 878-1111

Owner Acceptance:

Name: Haverford Township/ Dan Perri
Physical Address: 1002 Darby rd. Havertown Pa 19083
Telephone Number: 610-636-0146
Email: dperri@havtwp.org

Notice of Right to Cancellation: You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction without penalty regardless of where this agreement was signed. See the attached **Notice of Cancellation Form** for an explanation of this right.

All equipment is property of Boyle Bros. Fuel Oil Inc. until balance is completely paid. This estimate is valid for 30 days. You have the right to cancel up to three days after you sign.

Yes, I want to select:

- Option I

Please Select a Payment Option

- Option I Check
- Option II Credit card
- Option III Financing

Signature

Date





Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
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6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

March 2, 2023

TO: David R. Burman, Township Manager
Aimee M. Cuthbertson, CPA, Assistant Township Manager

FROM: Rick Turnbull, Skatium Manager
Dan Perri, Facilities Superintendent

SUBJECT: Skatium – Compressor Replacement

The Skatium is in need of a replacement compressor for Chiller #2. We are rapidly approaching warm weather season which puts added strain on the system. Its current operation is running from Chiller #1 with no back up creating an emergent need for replacement.

Three companies were contacted:

Tustin Group, Norristown, PA: \$26,399.00 4 day Lead time – 5 yr Warranty

Elliott-Lewis, Philadelphia, PA: \$44,800.00 8-10wk Lead time – 1 yr Warranty

Carrier: \$49,000.00 1-2Wk Lead time - 1 yr Warranty

I am recommending Tustin Group for the project, not only due to its being the lowest responsible quote, but also due to the more reasonable lead time and extended warranty included with their pricing.



Company:
Tustin Mechanical Services
2555 Industry Lane
Norristown, PA 19403
Ph: (610) 539-8200 Fax: (610)-539-2890

Proposal Date: 2/3/2023
Proposal Number: PSN51125

Customer:
HAVERFORD TOWNSHIP
1010 DARBY ROAD
HAVERFORD, PA 19083
Dan Perri

Project Location:
HAVERFORD TOWNSHIP
1010 DARBY ROAD
HAVERFORD, PA 19083
Dan Perri

COMPRESSOR A1 REPLACEMENT ON CARRIER CHILLER #2 AT SKATIUM FACILITY

This is a proposal for the replacement of the compressor with a FIVE YEAR WARRANTY remanufactured compressor due to wear and tear on the screw rotors and bearings internal to the compressor causing blockage to oil filters as well as causing high temperature discharge temperature alarms. We will replace the compressor, liquid line drier and all new refrigerant and return with follow up visit after system is put back into operation to test oil for metals/acids and test for proper operation of system. If an additional oil change is required we will discuss with you and can submit a proposal to change the oil.

Scope of Work:

- Turn "OFF" power to CHILLER #2 and follow proper Lockout/Tagout procedures
Reclaim refrigerant from circuit and remove COMPRESSOR A1 from the CHILLER
Install the new COMPRESSOR, Liquid Line Filter Drier
Pressure test the circuit and test for any leakage at tubing and gaskets triple evacuate any air/non-condensables from circuit
Charge system with up to 80LBS. of new virgin R134A refrigerant
Restart circuit with new COMPRESSOR and verify proper operation by fully testing and measuring temperatures, amp draws superheat and subcooling of the repaired circuit
return the old compressor to the remanufacturer for the CORE DEPOSIT Charge
S/H & MATERIALS = \$22,399.00
LABOR = \$4,000.00

OUR PRICE FOR THIS PROPOSAL IS.....\$26,399.00

Upon execution 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.

Contractor Authorization:

Signature (Authorized Representative)
Name (Print/ Type)
Title
Date

Customer Authorization:

Signature (Authorized Representative)
Name (Print/ Type)
Title
Date PO#



Board of Commissioners

[Agenda Link](#)

Date received: 03/10/2023 @ 1019
Date & Time posted: 03/10/2023 @ 1057

[Minutes Link](#)

Date received: 04/11/2023 @ 0856
Date & Time posted: 04/11/2023 @ 0915

Regular Meeting Agenda & Minutes

Date: Monday, March 13, 2023
Location: 1014 Darby Rd, Havertown, Pa., 19083
Time: 7:00 P.M.

AGENDA

**REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room**

**March 13, 2023
Monday, 7:00 p.m.
Township of Haverford**

1. **Opening of Meeting**
 - a. Roll Call
 - b. Pledge of Allegiance
2. **Presentation by Congresswoman Mary Gay Scanlon - Haverford Township Library \$2 million-dollar grant recipient**
3. **Proclamation: Women’s History Month**
4. **Citizens Forum – 20 Minutes Registered Speakers – 20 Minutes Agenda Items**
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 13, 2023**

Motion: to approve the Regular Meeting Minutes of February 13, 2023.

Voting order 1 2 3 5 7 8 9 4 6

9. **Approval of Warrants**

Motion: to approve the following warrant #3-2023 totaling \$3,843,163.41

**General & Sewer fund Payroll for February 16, 2023 in the amount of \$786,169.42
General & Sewer fund Payroll for March 2, 2023 in the amount of \$730,647.15
General Fund disbursements #3-2023 in the amount of \$1,185,030.93
Sewer Fund disbursements #3-2023 in the amount of \$525,437.95**

13. Resolution No. 2302-2023 PaDot – Delaware County Paving Project

Motion: to adopt Resolution No. 2302-2023 authorizing the Township Manager to sign a Master Agreement for Casting Adjustments on certain State roads in Haverford Township.

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2303-2023 DCNR Grant Application – Darby Creek Trail

Motion: to adopt Resolution No. 2303-2023 authorizing David R. Burman, Township Manager/Secretary to file application with the Department of Conservation and Natural Resources in the amount of \$500,000.00.

Voting order 1 2 3 5 7 8 9 4 6

15. Resolution No. 2304-2023 Liquor License Transfer

Motion: to adopt Resolution No. 2304-2023 that Haverford Township approves, by adoption of this Resolution, the proposed inter-municipal transfer of restaurant liquor license no. R-2313 into Haverford Township by Havertown AI Pastor, LLC; and BE IT FURTHER RESOLVED that transfers, designations and assignments of licenses hereunder are subject to approval by the Pennsylvania Liquor Control Board.

Voting order 1 2 3 5 7 8 9 4 6

16. Contract

Police Department - Crime Watch

Motion: to authorize a Professional Services Contract of CRIMEWATCH Network CORE access from CRIMEWATCH Technologies, York PA, in the amount of \$11,357.25.

Voting order 1 2 3 5 7 8 9 4 6

17. Purchases

Public Works Department

Motion: to authorize the purchase of a new diesel fuel engine for Tree bucket truck, from DEL-VAL International Truck, Inc., Montgomeryville, PA, in the amount of \$16,427.95; submitting the lowest responsible.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to approve the amended authorization to purchase One (1) Mainline System Ford Transit TR 350 Van Trakstar Camera and Inspection Truck H.A. DeHart & Son 311 Crown Point Road Thorofare, NJ 08086 Costars # 025-052, in the amount of \$267,028.56 from the originally approved cost of \$196,399.76.

Voting order 1 2 3 5 7 8 9 4 6

Skatium

Dual-zoned Split Unit System and a Replacement Compressor for Chiller #2

Motion: to authorize the purchase of a Dual-zoned Split Unit System from Boyle Energy, Havertown, PA, in the amount of \$11,000.00; submitting the lowest responsible quote and to authorize the purchase of a replacement Compressor for Chiller #2 from Tustin Group, Norristown, PA, in the amount of \$26,399.00; submitting the lowest responsible quote.

Voting order 1 2 3 5 7 8 9 4 6

18. Appointments

Appointments

Civil Service Commission Alternate (6 Year Term)

Motion: to appoint _____ to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Voting order 1 2 3 5 7 8 9 4 6

Human Relations Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2025.

Voting order 1 2 3 5 7 8 9 4 6

Ice Rink Advisory Board

Motion: to appoint _____ to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Shade Tree Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Voting order 1 2 3 5 7 8 9 4 6

Senior Citizens Advisory Board

Ward 6

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

20. New business

21. Other business

22. Adjourn

Proclamation for Women's History Month

Whereas, the month of March is recognized in the United States as Women's History Month, a time to honor and celebrate the contributions and achievements of women in the building of our nation and in everyday life; and

Whereas, ours is the only nation in the world established upon the profound but simple idea that all people are created equal; and

Whereas, during Women's History Month, we celebrate the countless women who have fought tirelessly and courageously for equality, justice, and opportunity; and

Whereas, we honor women in our community and beyond who have devoted their lives and talents to every facet of society; and

Whereas, as we continue our work to advance gender equity and equality, we should celebrate the contributions of women throughout our history and honor the stories that have too often gone untold.

Now, therefore, be it resolved.... to recognize Women's History Month and acknowledge that fundamental freedoms are interconnected – that when women rise, we all rise together.

Proclaimed this 13th day of March, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.
President

Attest: David R. Burman
Township Manager

MINUTES

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

February 13, 2023
Monday, 7:00 p.m.
Township of Haverford

1. Opening of Meeting – Commissioner Larry Holmes, President, opened the meeting.
 - a. Roll Call – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Township Engineer.

- b. Pledge of Allegiance led by two Cub Scouts from Troop 332.

*The Board met in Executive Session on January 23, 2023 and February 6, 2023 to discuss legal, personnel and real estate matters.

2. Police Department – Sergeant Promotion

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to appoint Officer Michael Kenny to the position of Sergeant.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

3. Presentation – Library Renovations Update presented by Phil Goldsmith, President and Sukrit Goswami, Director: Power point presented, time line - with opening TBD January 2025, Grants and Contributions and a May/June resident meeting was highlighted.

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

Eric Hartman – spoke on the Haverford Road Road Diet. This will help eliminate traffic accidents and increase walkers.

Anny Laepple – 9th Ward Resident – Ms. Laepple spoke in favor of the library renovations. We are finally in the cusp. This township is an active community.

Don Kelly – 135 Hathaway Lane – The township has had a lot of building challenges with the library being one of them. This is a good plan.

Joyce Platfoot – 312 Cherry Lane – the Library has a positive impact on all ages. The renovations are more efficient and the plans are innovative.

Tom East – Millbrook Lane resident – Mr. East supports parking on Panmure Road.

Liz Goldberg – 6th Ward Resident – Ms. Goldberg spoke in favor of the Black History Month Resolution. We still have a way to go.

Jamie Hawthorne – Merwood Park section – It is time for library renovations. This library is for all ages.

END OF REGISTERED SPEAKERS

Open Forum

Richard Kerr – Coopertown area – supporter of the Pennsy Trails and encourages follow through on the Haverford Road diet.

Monet Reilly – 9th Ward – highlighted Black History Month. On Saturday, at the CREC – 1 – 3 P.M. there will be various activities celebrating Black History Month.

She also thanked the Board for supporting the purchase of a new fence for Hilltop.

5. **Bureau of Fire Report** – presented by Commissioner Wechsler for the month of January.
6. **Township Auditor Update** - Township Auditor, Ross Anderson, reviewed the warrants and expenditures and found no irregularities.
7. **David R. Burman** – Township Manager Update - Mr. Burman announced that links will be posted on the township website about plans for the EPA Superfund Site on Eagle Road.

Anyone will be able to receive their COVID shot tomorrow - in this room from 10 – 2.

The Township will be installing a new “Citizens Reporter” whereby residents can submit their requests on line and the software will forward the request/complaint on to the appropriate department.

8. Approval of Minutes Regular Meeting Minutes of January 9, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Regular Meeting Minutes of January 9, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #2-2023 totaling \$3,557,173.46

General & Sewer fund Payroll for January 19, 2023 in the amount of \$776,916.25

General & Sewer fund Payroll for February 2, 2023 in the amount of \$685,088.92

General Fund disbursements #2-2023 in the amount of \$1,422,178.15

Sewer Fund disbursements #2-2023 in the amount of \$141,634.47

**Community Development Block Grant Fund disbursement #2-2023
in the amount of \$146,599.75**

Capital Projects Fund disbursement #2-2023 in the amount of \$182,635.10

American Rescue Plan Fund disbursement #2-2023 in the amount of \$189,513.83

Credit Card Statement ending January 27, 2023 in the amount of \$12,606.99

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P1-2023 Traffic (2nd Reading)

Motion made by Commissioner Trombetta and seconded by Commissioner Cavender to adopt the second reading of Ordinance No. P1-2023 establishing traffic restrictions on the following highway:

SPECIAL PURPOSE PARKING in front of 2726 Morris Road, Ardmore, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Ordinance No. P2-2023 Traffic (1st Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P2-2023 establishing/rescinding traffic restrictions on the following highway:

repealing of the no parking at any time restrictions on the east side of Panmure Road, from College Avenue to Buck Lane covered which was added on 12-27-1989 by Ord. No. 2065; amended 2-12-1990 by Ord. No. 2076.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Ordinance No. P3-2023 Renewal Lease Agreement

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P3-2023 authorizing 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.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Resolution No. 2297 -2023 Transfer of Funds

Motion made by McCloskey and seconded by Commissioner Trombetta to adopt Resolution No. 2297-2023 authorizing the transfer of 2022 funds.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2299-2023

Selection of Underwriter for 2023 Bond

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to appoint Janney Montgomery Scott as the Township of Haverford's underwriters for the 2023 Bond issue and authorize the Township Manager and Assistant Township Manager to take any other actions preliminary to the issuance of the Series of 2023 Bonds and in contemplation thereof.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. Resolution No. 2300-2023

Black History Month

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Wechsler to adopt Resolution No. 2300-2023 RECOGNIZING AND CELEBRATING THE MONTH OF FEBRUARY AS BLACK HISTORY MONTH

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2301-2023

ARPA Purchase Authorizations

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt Resolution No. 2301-2023, that the Board of Commissioners desires to make improvements and financial investments in several Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- **One (1) Old Dominion Brush Company Model DCL800SM "XTREME VAC"**

Leaf and Debris Collection Unit at a cost not to exceed \$241,167.38; under CoStars Contract #4400020075

- Initial supply (50) of “Welcome to Haverford Township * Shop Small * Shop Local” Banners at a cost not to exceed \$5,096.32
- Purchase, installation, training and maintenance for TRAIRS Asset Management software at a cost not to exceed \$125,000; and

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township’s American Rescue Plan Fund allocation for the above referenced projects and initiatives.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Contract Awards

Township Building

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to award a professional services contract to Wiss, Janney, Elstner Associates, Inc. in the amount of \$23,875 to prepare construction documents and administer the bid and construction processes for installation of a new stone veneer on the Township Building, with additional site inspections to be performed on a time and materials basis.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Skatium – Cooling Towers Replacement

Motion made by Commissioner Gondek and seconded by Commissioner Trombetta to award a Cooling Towers Replacement contract to McCloskey Mechanical Contractors., Blackwood, NJ, in the amount of \$326,400.00; submitting the lowest responsible bid; AND

To award an electrical contract for the Cooling Towers Replacement to Schipsi Electric, Malvern, PA, in the amount of \$17,603.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation – Pennsy Trail

Motion made by Commissioner Hart and seconded by Commissioner Quinn to accept the bid of Richard E. Pierson Construction Co., Inc. of Swedesboro, NJ, having the lowest responsible bid; as reported by PennDOT, and to commit \$395,000 of Township funds to the construction phase of the project.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Purchases

Police Department - Vehicles

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to award the purchase of four 2023 Chevrolet Tahoe Police vehicles, CK10706, in the amount of \$213,000.00 and two 2023 Chevrolet Bolt EUV, electric vehicles, in the amount of \$60,400.00, from Whitmoyer Auto Group, 1001 East Main Street, Mount Joy, PA, under COSTARS Contract #13-111.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

18. Vehicles – Various Departments:

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of the following vehicles:

Public Works Department:

Sanitation:

**One (1) 2023 HV 607 International Cab and Chassis Sanitation/Recycle Truck
Hunter International 2320 High Hill Road Logan Township, NJ 08085
Costars #025-102 in the amount of \$119,875**

**One (1) Leach 21 Yard 2R-III Trash/Recycling Body for Chassis Listed Above
Grand Turk International Equipment Co. Inc.
1 Schuylkill Parkway Bridgeport, PA 19405
Costars# 025-E22-417 in the amount of \$100,077**

Sewer:

**One (1) Mainline System Ford Transit TR 350 Van Trakstar Camera and Inspection
Truck
H.A. DeHart & Son 311 Crown Point Road Thorofare, NJ 08086
Costars # 025-052, in the amount of \$196,399.76**

Highway:

**One (1) 2023 Ford F-550 Cab and Chassis for Dump Truck
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars #025-E22-387, in the amount of \$56,210**

**One (1) Dynapro 9' Stainless Steel Dump Body with Byers Tailgate Salt Spreader and
9' Western Pro Plus Plow
Dejanna Truck and Utility Equipment 490 Pulaski Road Kings Park, NY 11754
Costars #025-E22-548, in the amount of \$41,120**

**One (1) 2023 Ford Super Duty F-350 with 9' Western Pro Plus Plow
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars#025-E22-387, in the amount of \$61,255**

**One (1) Blast Pot Sand Blaster Model # DB800
Duffless Blasting 5711 Schurmier Road Houston, TX 77048
In the amount of \$15,500**

**One (1) 11,000 lb. Vehicle Lift
Triple "R" Truck Parts 1915 Chester Pike Eddystone, PA 19022
Costars#008-297, in the amount of \$12,370**

Roll Called.

**All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey,
Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.**

**Motion made by Commissioner Hart and seconded by Commissioner Wechsler to
authorize the purchase of the following equipment:**

Park Maintenance:

**One (1) 2023 Ford Super Duty F-350 Regular Cab with 8' Bed and 9' Western Pro Plus
Snow Plow**

**Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$58,810**

**One (1) 2023 Ford Super Duty F-350 Crew Cab with 8' Bed
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$55,535**

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of the following vehicles:

EMS:

**One (1) 2023 Ford Super Duty F550 Cab and Chassis for Ambulance Upfit
Hondru Ford 300 S. Main St Manheim, PA 17545
Costars# 025-E22-387 in the amount of \$56,300**

**Refurbishment and Remount of Ambulance Body and Controls for Upfit on Chassis
Listed Above**

**Pfund Superior Sales Co Inc (Lifeline Emergency Vehicles)
221 Chester Dr. Lower Burrell, PA 15068 in the amount of \$128,410**

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation

Fencing

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to authorize the purchase of fence repairs on the baseball field at Hilltop Park to Super Fence Co., Ardmore, PA, in the amount of \$13,700.00, under Co-Stars Contact #0000552947. Purchase will be with ARPA money.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Trash Receptacles for Parks

Motion made by Commissioner Hart and seconded by Commissioner Quinn to authorize the purchase of Twenty (20) 32 Gallon Trash Receptacles for parks and trails, from General Recreation, Inc., Newtown Square, PA, in the amount of \$15,560.00, under Co-Stars Contract #PA 014-071. Funding for this purchase will be with ARPA money.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

*MOTION made by Commissioner Wechsler and seconded by Commissioner Gondek to TABLE Item #19. Positions will be re-advertised.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

19. **Appointments**

Civil Service Commission Alternate (6 Year Term)

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Human Relations Commission

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Ice Rink Advisory Board

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2024.

Shade Tree Commission

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 202

Senior Citizens Advisory Board

Ward 6

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

Ms. Donahue – resident on Fairfield Road – she is very concerned about the safety and gang issues still on going in the township. She indicated that there were 480 police incidences, during the time period she requested, at the YMCA; all from outsiders.

Joy Baxter – 4th Ward Resident – She is happy that the township will be hiring an employee to work on climate change issues and the action plan. She is also happy about the Energy Audit, the Haverford Road Diet and Composting initiatives.

Lou Ventura – Paddock Farms resident

He is requesting that part of the park be turned back into a hockey playing area. The park/field can also have other uses.

21. New business – no new business

22. Other business

1st Ward Commissioner – Brian Gondek, Esq.

Commissioner Gondek stated that there is still time for residents to submit their resumes for open spots on boards and commissions.

Commissioner Gondek also highlighted the work AQUA will be performing on Lawrence Road. The Police are going to have an active role in traffic detours.

He also highlighted Black History Month.

He wished everyone a Happy Valentines' and Presidents Day.

2nd Ward Commissioner – Sheryl Forste-Grupp

Commissioner Forste-Grupp congratulated Sgt. Kenny on his promotion.

She thanked Phil Goldsmith and Sukrit Goswami on their library presentation.

She reminded everyone to pay their local fire company dues.

3rd Ward Commissioner – Kevin McCloskey, Esq.

Commissioner McCloskey announced that he is very excited about the library renovations. He also highlighted that Haverford Township is a community that shares. This was seen during the Eagles Superbowl; even amidst disagreements – at times.

5th Ward Commissioner – Laura Cavender

Commissioner Cavender also spoke on Black History Month.

She detailed the tentative agreement the township made with Lower Merion Township on use of the Polo Field.

There will be resident meetings with PaDot regarding the Haverford Road Diet.

She thanked both Phil Goldsmith and Sukrit Goswami for the library presentation.

7th Ward Commissioner – Conor Quinn

Commissioner Quinn also spoke on the crime issue. He also supports the police promotion. He also reminded everyone to pay their fire company dues.

8th Ward Commissioner – Gerry Hart, MD

Commissioner Hart also highlighted the benefit of the Haverford Road Diet. This is considered a high accident area. This plan will help with bike safety.

The Brookline Park Steering Committee will meet March 29th.

March 4th will be the Sacred Heart 5K Run.

9th Ward Commissioner – William F. Wechsler

Commissioner Wechsler offered congratulations of Sgt. Kenny.

Hilltop Civic Association will hold a Virtual Meeting on March 1st.

He also thanked Phil Goldsmith and Sukrit Goswami for the library presentation. He also reminded everyone that the Public Works Maintenance facility also was upgraded a while back.

Commissioner Wechsler also asked the police to check on the physical security cameras as the Y and other businesses.

With Black History Month, the hope is to live together and to look at history and learn.

4th Ward Commissioner – Judy Trombetta

Commissioner Trombetta has realized that there is more to be a Commissioner. There are other challenges that include park upgrades for residents. People want different things.

She invited Commissioner Gondek to join in a Virtual Meeting with Commissioner McCloskey and herself regarding the upcoming AQUA work that will begin. PECO and the Police Department will also be included.

6th Ward Commissioner – Larry Holmes, Esq.

Commissioner Holmes thanked everyone that participated in tonight's meeting. Everyone had something to offer.

***Chief John Viola announced that he did speak with AQUA today and the begin date will be March 1st on Lawrence Road.**

23. All Commissioners agreed to adjourn

ORDINANCE NO. P2 - 2023

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 175-27, Article XVI:

repealing of the no parking at any time restrictions on the east side of Panmure Road, from College Avenue to Buck Lane covered which was added on 12-27-1989 by Ord. No. 2065; amended 2-12-1990 by Ord. No. 2076.

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 March, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO P3-2023

**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 13th day of March, 2023.

TOWNSHIP OF HAVERFORD

By: _____

C. Lawrence Holmes, Esq
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 2023 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, 2023** and end on **March 31, 2025.** ("Lease Term")
3. **Rent.** The monthly rent amount for the leased premises is **SEVEN HUNDRED SIXTY** Dollars (\$760.00) per month to commence on April 1, 2023 thru March 31, 2024 and increase to **EIGHT HUNDRED** Dollars (\$800.00) per month to commence on April 1, 2024 thru March 31, 2025. 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. 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 any reassessment or determination by the Delaware County Board of Assessment triggers any change in the taxability or assessed 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 impact of 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:

Jack Beck, Owner
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

President
Board of Commissioners

For Tenant, Hockeytown 19083, LLC:

Jack Beck

RESOLUTION 2298-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Senior/Widowed/Disabled Residents Economic Recovery Payment Program

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million; and,

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act which allowed recipients to use funds to promote economic recovery from the COVID-19 pandemic with special emphasis on those populations that were disproportionately affected; and,

WHEREAS, the Board of Commissioners desires to provide financial support to those senior citizens/widowed/disabled residents living in Haverford Township who received financial assistance under the 2022 Commonwealth of Pennsylvania Property Tax/Rent Rebate Program and who meet the Township's program requirements as discussed in Exhibit A; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the "Senior/Widowed/Disabled Residents Economic Recovery Payment" 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 13th day of March, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager



EXHIBIT A

HVERFORD TOWNSHIP **Senior/Widowed/Disabled Residents** **Economic Recovery Payment Program** *(American Rescue Plan Act Funded)*

Haverford Township is proud to introduce the Senior/Widowed/Disabled Residents Economic Recovery Payment Program which will offer a \$500 one-time economic recovery payment to Haverford Township residents who also qualified for and received the 2022 Commonwealth of Pennsylvania's Property Tax/Rent Rebate in 2023. The Commonwealth program eligibility criteria is described on the attached Summary provided by the Commonwealth.

The Township program is limited to one rebate per household with a maximum outlay of \$302,500. The program will open May 1, 2023 and close December 15, 2023. Applications may be submitted via email to finance@havtwp.org or mailed/dropped off at the Haverford Township Administration building, 1014 Darby Road, Havertown, PA 19083. All rebate applications must be received (or postmarked) by 4pm December 15, 2023.

Applications will be reviewed on a first-come, first-served basis and refunds will be processed on a monthly basis. Applications must include both of the following to be considered complete:

1. Completed application
2. Copy of 2022 Property Tax/Rent Rebate check from the Commonwealth of PA showing receipt in 2023 OR a "Where's My Refund" print out from the Commonwealth's website showing issuance of a payment to you in 2023.

Program Notes:

- If you have any questions regarding eligibility and filing of the 2022 Commonwealth of PA Property Tax/Rent Rebate application, please contact your local state representative as that is a state program and their staff members are available for assistance with filings. Representative Vitali's office can be reached at 610-789-3900 and Representative Zabel's office can be reached at 484-200-8262.
- If you have any questions pertaining to the status of your Township application or regarding the issuance/timing of Township Rebate payments, please contact the Township Finance Department at 610-446-1000.

(continued on next page)

- Appeals: If the Township deems an application for this program to be ineligible or incomplete and rejects the application, any applicant deemed ineligible shall have the right to appeal said decision. An applicant will have 30 days to appeal the decision with a written appeal to the Board of Commissioners. 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."
- Program Extension: If the Township has NOT awarded the maximum of \$302,500 in economic incentive payments by December 15, 2023, the Board of Commissioners may extend the program by way of a vote at an advertised public meeting.



HAVERFORD TOWNSHIP
Senior/Widowed/Disabled Residents
Economic Recovery Payment Program
Payment Application
(American Rescue Plan Act Funded)

Name of Applicant

Mailing Address

City, State, Zip

Names of Other People Living in Household

Contact email

Contact phone #

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 of this application. Applicant further certifies that the person whose signature appears below was a resident of Haverford Township as of December 31, 2022 and has received a 2022 Commonwealth of Pennsylvania Property Tax/Rent Rebate payment in 2023 from the Commonwealth. Applicant also acknowledges that these monies are funded through the American Recovery Plan Act for the purpose of promoting economic recovery sustained by disproportionately disadvantaged groups as a result of the COVID-19 pandemic.

Applicant Signature

Applicant Name (Printed)

Date of Application



REV-673 08-20

PENNSYLVANIA DEPARTMENT OF REVENUE

PROPERTY TAX/RENT REBATE PROGRAM



The Property Tax/Rent Rebate program benefits eligible Pennsylvanians age 65 and older; widows and widowers age 50 and older; and people with disabilities age 18 and older. The income limit is \$35,000 a year for homeowners and \$15,000 annually for renters. Claimants may exclude half of their Social Security income. In addition, federal Civil Service Retirement System benefit recipients may exclude 50% of the average annual Social Security benefit amount from their total eligibility income and veterans with federal veterans' disability payments or state veterans' payments may exclude 100% of those payments. The maximum standard rebate is \$650, but supplemental rebates for qualifying homeowners can boost rebates to \$975.



For more information about the Property Tax/Rent Rebate Program, please visit revenue.pa.gov/PTRR.

Who can file for a Property Tax/Rent Rebate?

Property Tax/Rent Rebates are based on property taxes or rent paid the previous calendar year.

AGE

- You or your spouse must have been at least 65 years old as of Dec. 31 of the claim year; or
- You were a widow or widower during all or part of the claim year and must have been 50 years or older as of Dec. 31; or
- You were permanently disabled during all or part of the claim year, 18 years or older during the claim year and were unable to work because of a medically determined physical or mental disability. If you applied for Social Security Disability and were denied benefits, you are not eligible for a rebate as a disabled claimant.

OWN or RENT

You must have owned and occupied a home or rented and occupied a home, apartment, nursing home, boarding home or similar residence in Pennsylvania during the period for which you claim the rebate.

Homeowners must have paid property taxes prior to applying. Renters must verify their landlords were required to pay property taxes or made payments in lieu of property taxes on rental properties.

INCOME

| | INCOME | MAX. REBATE |
|-----------------------|----------------------|-------------|
| HOMEOWNERS | \$0 to \$8,000 | \$650 |
| | \$8,001 to \$15,000 | \$650 >> |
| | \$15,001 to \$18,000 | \$300 |
| | \$18,001 to \$35,000 | \$250 >> |
| RENTERS | INCOME | MAX. REBATE |
| | \$0 to \$8,000 | \$650 |
| | \$8,001 to \$15,000 | \$650 >> |

Remember to exclude one-half of Social Security benefits, Supplemental Security Income and/or Tier 1 Railroad Retirement benefits when calculating total household eligibility income.

When is the deadline to apply?

Applications must be postmarked by June 30. The PA-1000 booklet, used to apply for rebates, is available in late February at www.revenue.pa.gov or by calling, toll-free, 1-888-222-9190. Once you qualify for your first rebate, the department will automatically send you an application the next year unless you prepared and filed your claim using computer software. If you used software for a rent rebate, the department will send you a copy of the rent certificated for the next year to complete and provide with your software completed claim form. Rebate checks are mailed beginning July 1 each year.

..... continued on next page

RESOLUTION NO. 2302-2023

Delaware County Paving Project

BE IT RESOLVED by the 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 Township Manager/Secretary of said municipality be authorized and directed to sign the attached agreement on its behalf and that the Township Manager be authorized and directed to attest the same.

Attest:

Township of Haverford

David R. Burman
Township Manager/Secretary

C. Lawrence Holmes, Esq.
President

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 on the 13th day of March, 2023.

March 13, 2023

David R. Burman, Township Manager/Secretary

DCNR-C2P2

Applicant Information (* indicates required information)

Applicant/Grantee Legal Name: HAVERFORD TOWNSHIP

Web Application ID:

Project Title: **Darby Creek Trail**

Resolution No 2303-2023

WHEREAS, HAVERFORD TOWNSHIP ("Applicant") desires to undertake the project, "**Darby Creek Trail**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The grant application may be electronically signed on behalf of the applicant by "**David Burman**" who, at the time of signing, has a **TITLE** of "**Township Manager**" and the email address of "**DBurman@HAVTWP.ORG**".
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

Resolved this 13th day of March, A.D. 2023

Township of Haverford

BY:

C. Lawrence Holmes, President
Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary



Safer Communities Through Collaboration.

CRIMEWATCH Network Deployment

Haverford Township Police Department
CORE Deployment

02/09/2023

Prepared for:

Haverford Township Police Department
c/o Chief John Viola
1014 Darby Road
Havertown, PA 19083

Prepared by:

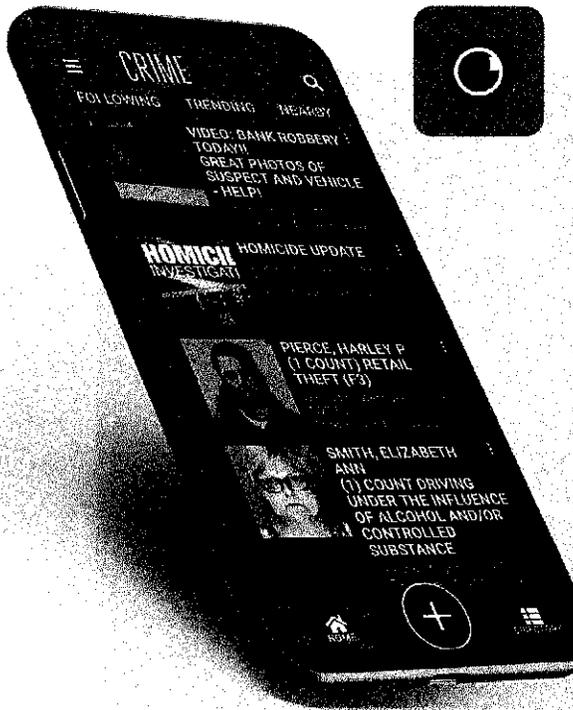
CRIMEWATCH Technologies, Inc.
c/o Douglas Demangone
410 Kings Mill Rd.
York, PA 17401
717.230.1845



CRIMEWATCH

OVERVIEW

CRIMEWATCH administers a police intelligence network that links disparate criminal justice agencies, the media, private business and the public. Leveraging digital technologies and media for the distribution of sensitive criminal justice information that increases community awareness, expands offender accountability and provides organized channels for the public to safely submit information to authorities.



- Web Application
- Mobile Application
- Private Broadcast Network of TVs
- Tip submission with intelligence tracking
- Intelligence Analytics
- Social Media integration
- ControlShare™ Take-Down Technology
- Crime Mapping
- Online/social Engagement Analytics & Reports
- Camera Registry System
- Cold Case
- Online Incident Reporting
- Officer Conduct Reporting
- Home/Vacation Check Reporting
- RTK Reporting
- Universal Offender Database
- Geo-Targeting Warrants and Arrests
- Email Notifications
- Push Notification
- Emergency Broadcasts
- Mobile Warrant HUD (Heads Up Display)
- Mug-Shot Scraping Prevention
- Cloud based w/redundancy
- No infrastructure/IT requirement
- Network Wide Security Protocols
- Ongoing Support & Training
- Video Editing w/ Secure File Transfer
- Custom Marketing Programs
- Continuous Product Improvements and Upgrades

© 2019 CRIMEWATCH TECHNOLOGIES, INC. | 717-230-1845 | SUPPORT@CRIMEWATCH.NET

Currently deployed by over 200 criminal justice groups in Pennsylvania and 12 other States. CRIMEWATCH continues to expand across the United States. **The participation of the Haverford Township Police Department will expand this effort significantly, helping increase awareness for the program and continue reducing crime.**

CRIMEWATCH PORTAL

HOME CRIMEWATCH CRIMEWATCH/US CONTACT/CPA FRANKY K. EDGETT CHAMBERSBURG POLICE DEPARTMENT
LOG IN SIGN UP FOR ALERTS! SUBMIT A TIP



CHAMBERSBURG POLICE DEPARTMENT
 Chief Kim Casaccio
 116 S. Second St.
 Chambersburg, PA 17201
 www.chambersburgpolice.com

VIEW AND WATCH ACTIVITY WITH OUR INTERACTIVE MAP

SEARCH

NEWS FEED

HOME ABOUT US CRIME FAQ FORMS RTX REQUEST OUR BOROUGH CONTACT US CITIZEN'S POLICE ACADEMY



BUSINESS & RESIDENT CAMERA REGISTRY

In an effort to collaborate better with the community, the Chambersburg Police Department is asking all residents and business with cameras...

[READ MORE](#)

CPD Officers Attend Diversity and Implicit Bias Training

On 3/11/2019, over half of the Chambersburg Police Department officers attended a training session on diversity and implicit bias.

BUSINESS & RESIDENT CAMERA REGISTRY

In an effort to collaborate better with the community, the Chambersburg Police Department is asking all residents and business with cameras...

CRIMEWATCH Mobile App Available

Download the CRIMEWATCH mobile application for your smartphone or tablet.

Sign up for Free Notifications!

If your local police department is a subscriber to the CRIMEWATCH program, you can sign up for free notifications.

NEWS FEED

MOST RECENT ARRESTS WARRANTS INCIDENTS CASES NEWS

MARCH 18, 2019



RETAIL THEFT

On March 17, 2019, between 2:00 and 3:00 PM, unknown persons stole \$700 worth of electronic merchandise from Target located at 912 Norfolk Ave. The stolen merchandise includes P&G, Amazon, Xbox One, and Nintendo 3DS. The suspect carried the stolen merchandise back to their vehicle and was also stolen before.

Source: [Redacted]

Case Status: [Redacted]

[SUBMIT A TIP](#) [READ MORE](#)

ACTIVITY

MOST WANTED RECENT ARRESTS



MARCH 18, 2019



ACCIDENTS INVOLVING DAMAGE TO PROPERTY

Chambersburg Police Department is investigating an accident involving damage to property. The vehicle involved struck a tree positioned at the corner of South Main Street and West Washington Street. The vehicle caused damage to the light post and the driver did not stop to report the accident.

Source: [Redacted]

Case Status: [Redacted]

[SUBMIT A TIP](#) [READ MORE](#)

BROADCASTS

-  **ACCIDENT**
03-13-2019 @ 2:56 PM
-  **ACTIVE BUILDING FIRE**
01-30-2019 @ 11:17 PM
-  **AUTO ACCIDENT (UPDATE)**
01-16-2019 @ 21:54 PM
-  **AUTO ACCIDENT (UPDATE)**
12-24-2018 @ 14:26 PM
-  **TERRORISTIC THREATS**
12-13-2018 @ 19:25 PM

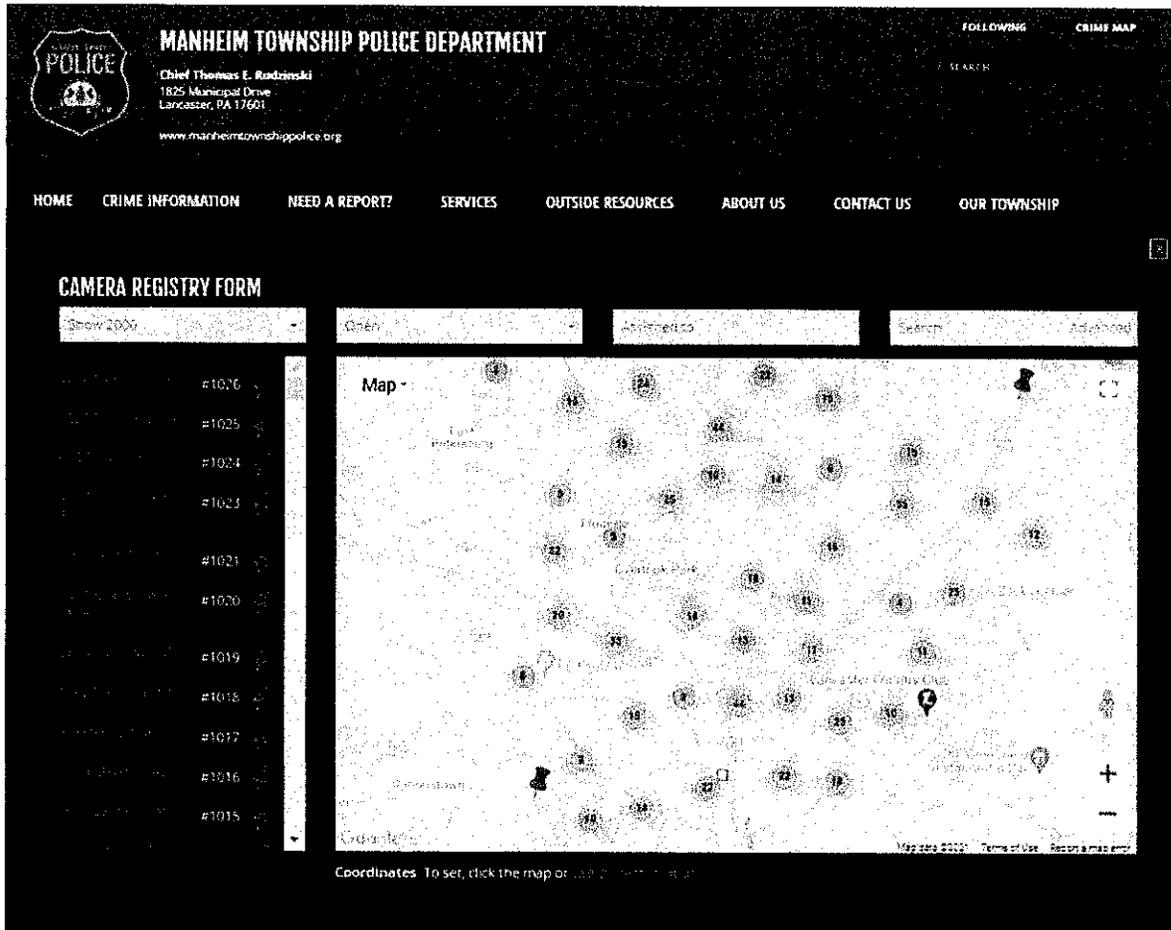
The CRIMEWATCH program is designed to help partners achieve success by delivering the CRIMEWATCH Communications solution to strengthen the use of web, social and mobile platforms to share information and collect intelligence from the public. CRIMEWATCH is committed to providing the resources needed to grow each police department's digital presence, maximize effective reach, and develop agency expertise in building stronger community relationships through digital technologies.

CAMERA REGISTRY

Each Participating Department can now allow residents and private business register their personal and security surveillance camera locations with the police department. These entries are recorded in an electronic database and allow investigators to view the registered cameras based on a geographic location. Including those cameras registered to neighboring and other agencies that are members of the CRIMEWATCH Network.

CAMERA REGISTRY BENEFITS:

-  Universal database connected across multiple jurisdictions.
-  Database connected to neighboring counties and participating departments.
-  Database that allows changes, updates and repositioning of camera locations.
-  Map view and geolocation ability.
-  Camera owner contact information easily accessible.
-  No direct access to video feeds.
-  Balance between privacy and public safety.



MANHEIM TOWNSHIP POLICE DEPARTMENT
Chief Thomas E. Radzinski
1825 Municipal Drive
Lancaster, PA 17601
www.manheimtownshippolice.org

CAMERA REGISTRY FORM

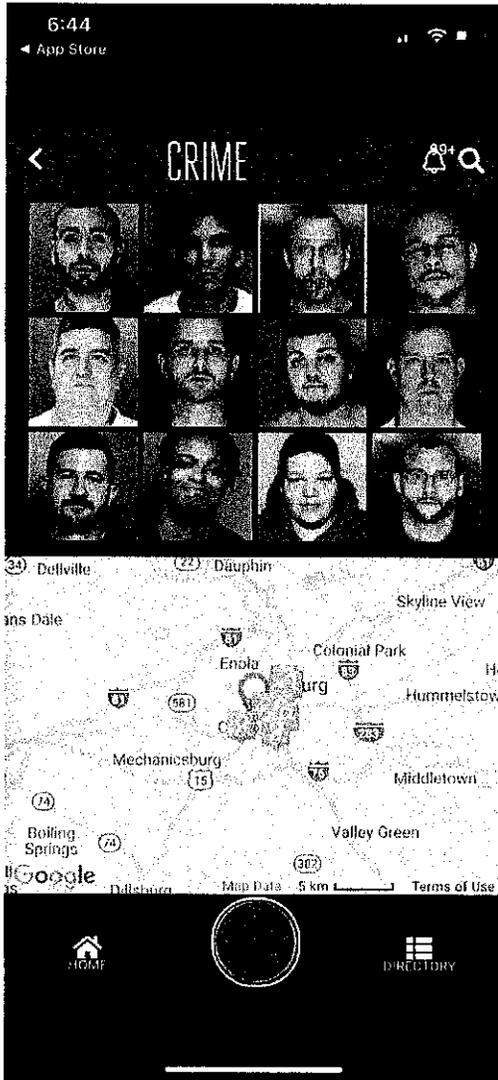
City: Green Agency: All Agencies Search: Advanced

Map

Coordinates To set, click the map or ...



HEADS-UP DISPLAY



CRIMEWATCH HUD

The CRIMEWATCH Heads-up Display, within the mobile application provides **police personnel only** with a geo-location-based view of active warrants from local, regional, state and out-of-state agencies. This law-enforcement only feature is exclusively available on CRIMEWATCH and allows investigators to geo-target into remote communities. This level of sharing allows investigators outside of local jurisdictions to participate in the identification and apprehension of fugitives.

ADDITIONAL CRIMEWATCH Network benefits:

Virtual Newsroom

When there is local public safety information to get out to the community traditional media may not be a timely option. Instead, the CRIMEWATCH Network becomes each police department's independent virtual newsroom where information can be delivered across multiple platforms directly to the public. With the CRIMEWATCH Virtual newsroom all of the interfaces are built for police users and provide tools to control and measure public engagement.

Enhanced Communications with the Public

The CRIMEWATCH platform focuses on building direct police & public partnerships through the efficient use of technology. With a single entry into the CRIMEWATCH portal information is shared on the website, social media sites, email and through the CRIMEWATCH Mobile application.

Social Media Integration

Building, managing and maintaining social media accounts is a necessary hassle in today's climate; however, managing these tasks takes manpower off the streets. With the CRIMEWATCH Network social media integration is easy and with exclusive ControlShare technology the risk of bad information getting out of control is reduced.

Information Sharing Between Police

All of the data integrated into the CRIMEWATCH Network is part of a universal Intelligence database shared by all participating police agencies. This access is included in the network and provides insight into crime patterns and offenders that are difficult for police to identify independently.

Intelligence Gathering

The CRIMEWATCH Network encourages the public to submit tips and other intelligence directly to police. The anonymity of the technology reduces the risks of sharing information and provides the police with better insight into the community. With the CRIMEWATCH platform police have the ability to distribute information to targeted areas and to collect intelligence from anywhere in the country.

Managed IT, Support & Training

Eliminate the necessity for costly equipment or hardware. The CRIMEWATCH Network is a cloud based solution that eliminates infrastructure expenses. It also ends your reliance on technical experts to assist with management and if you ever get stuck CRIMEWATCH staff is available for free for training or support as part of the service.

All Inclusive Solution

The CRIMEWATCH Network is your total web presence, social media presence and mobile presence wrapped into one package that projects your professional presence in the digital world. Additionally, it allows you to eliminate redundant services and integrate Crime Mapping, Tip submission and news dissemination into one comprehensive solution.

Summary

Im-pact: *verb, im' pakt/*
have a strong effect on someone or something.

The Haverford Township Police Department **CRIMEWATCH** program is designed to create a direct channel for criminal justice agencies to connect with their community and the citizens they serve. This channel generates a dialogue that increases the perceived value of each participating department, while preserving the delicate balance of trust and reliance on local police.

Residents in and around the Haverford Township Police Department region will respond. Similar deployments in Pennsylvania are generating levels of engagement that exceed any individual local media outlet. The public enjoys and appreciates having access to information affecting their communities and they have shown that they prefer to get this information directly from authorities.

While the impact on crime is difficult to measure and any trends cannot be assessed until time has generated a clear perspective, it is evident by the volume of tips and other intelligence that was delivered through the program directly to authorities in Pennsylvania, that **CRIMEWATCH** is effectively helping police reduce crime.

As this program grows, through department adoption, viral sharing and marketing, the impact will be clear and measurable. Today's communities exist in a digital space as much as they exist in the physical world. Providing a clear and concise communication channel for consistent engagement and community policing is critical for collecting actionable intelligence in a timely manner. Additionally, the ever-increasing threat of civil unrest, domestic and foreign threats; requires law enforcement, emergency responders and homeland security to explore and adopt deeper, more intelligent and adaptable means for connecting with the public. This includes clear, consistent, safe and reliable channels for sharing information.



Sales Order

Haverford Township Police Department CRIMEWATCH Network Deployment

We are pleased to offer the Haverford Township Police Department with personal (online) set-up and training as part of their deployment. As with all CRIMEWATCH offerings, there are no demands on internal IT resources and all technical support and ongoing training are part of the service. Additional Operations level of support with Videos, Tip Authentications, System Abuse, Emergency Support and User Maintenance are included in the monthly subscription.

| Description | Units | Cost |
|---|--|--|
| CRIMEWATCH Network CORE Access (Class 4) | | |
| Website Installation Facebook Set-up/Linking Twitter Set-up User Set-up | 1 | \$1,995.00 |
| Monthly Subscription (CORE Features): Infrastructure Storage/Archiving Database Transfer/API Bandwidth ControlShare™ Email Notifications CRIMEWATCH Mobile Integration Crime Mapping Tip platform Camera Registry Emergency Broadcast Support Package 1 Additional CORE Features (see page 2 of proposal) | 1 Year | \$12,318.75 (Based on Service Population of 49,275) |
| TRAINING | | |
| Online Training program | | \$500.00 |
| | Subtotal: | \$14,813.75. |
| | <i>Online Training program waiver:</i> | (\$500.00) |
| | <i>PA Chiefs of Police Association Discount:</i> | (\$2,956.50) |
| | TOTAL: | \$11,357.25 |
| CRIMEWATCH Promotional Package (10 signs, 20 posters, 300 postcards) | | TBD |
| Shipping / Handling | | TBD |
| | OVERALL TOTAL: | \$11,357.25 |
| <p>*NOTE: The initial monthly invoice shall include the one time set up fee and 1st installment totaling \$2,775.19 The 11 remaining monthly invoices shall be \$780.19 each</p> | | |

- Subject to annual renewal
- Subscription costs are subject to change
- This offer is only good for 90 days from date of proposal

Additional Services

Ensure program success with department branded promotional materials

CRIMEWATCH®

PARTNER WITH US

Promoting your CRIMEWATCH Program in public spaces will maximize your online presence and overall reach to your community and beyond.

STREET SIGNS

Post department branded signs in residential areas, and public areas like parks, open air markets.

GENERAL POSTERS

Bold and customized for public building lobbies or other business/indoor public areas.

GENERAL POSTCARDS

Great for mailings or public events like national night out.

CAMERA REGISTRY POSTCARDS

Promote your program to aid your criminal investigators! Great for mailings or public events.

HIRING POSTER

Make a bold statement that compliments your departments online presence.

DOOR HANGER

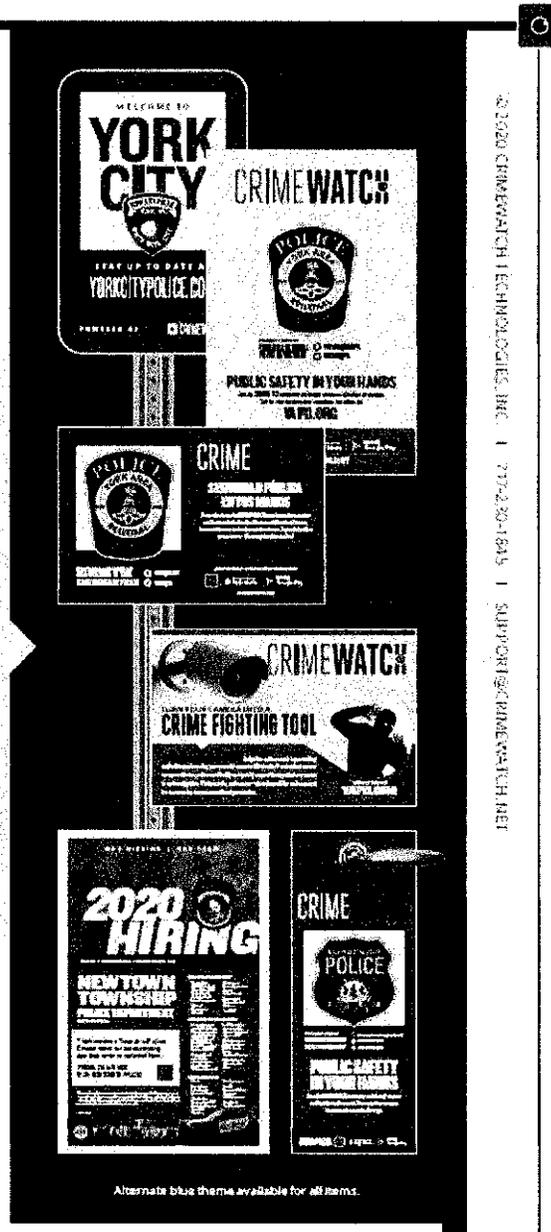
promoting your platform door to door can be a great engagement builder. Let the public know you stopped by and are interested in their well being.

FIND OUT MORE

If you would like to find out how CRIMEWATCH can work for your department, please contact us!

PHONE: 717-230-1845

EMAIL: support@crimewatch.net



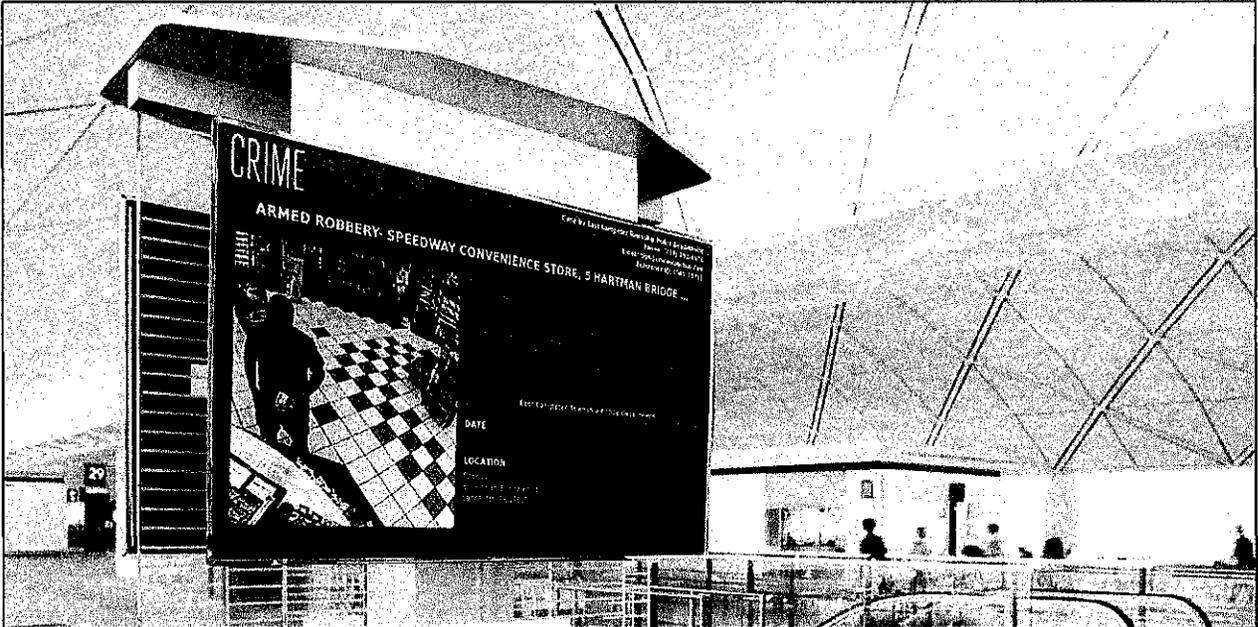
Custom campaign materials available upon request.

PERFECT FOR NATIONAL NIGHT OUT!

Additional Services

CRIMEWATCH
TV

Crime Deterrent. Mass Notification. Criminal Apprehension- and More.



The CRIMEWATCH Kiosks are targeted to show crime specific cases and arrests sorted by geo-location and relevancy. These Kiosks, installed in high traffic areas, are designed to build awareness and deter criminal activity. Each Kiosk contains unique tipping codes for content. The Kiosks can also be used to distribute special messaging and other types of emergency announcements and broadcasts including static and live video.

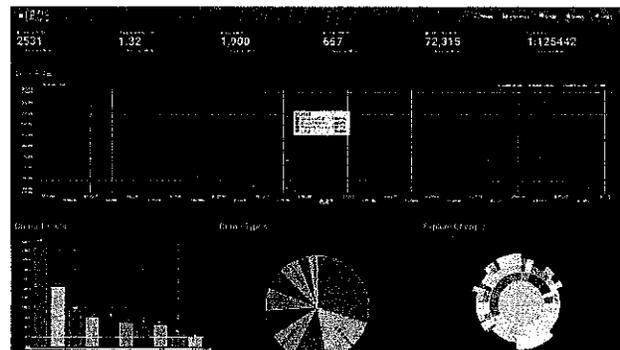
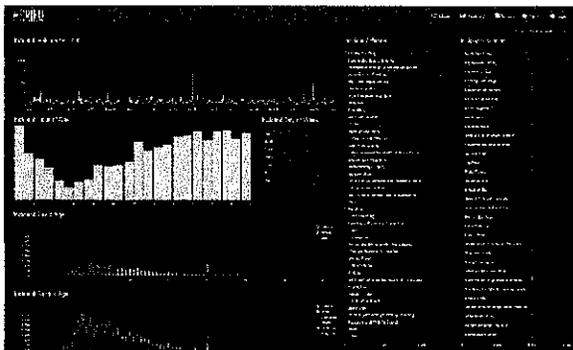
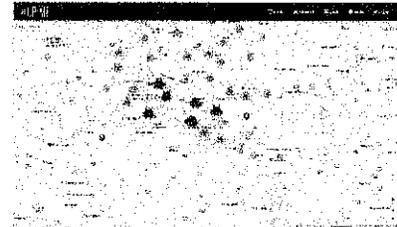
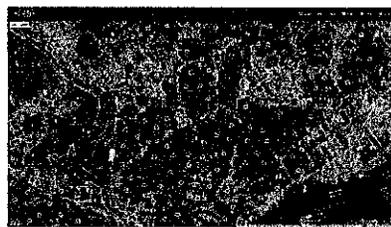
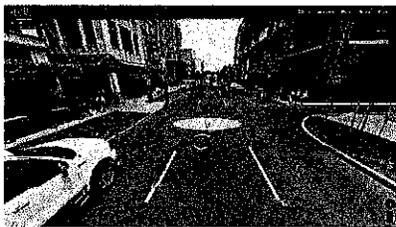
CRIMEWATCH TV 2.0!

Display CRIMEWATCH TV's wherever wifi is available.

Additional Services



New Maps. RMS Integration. Actionable Analytics- and More.



Working Agreement

Between **CRIMEWATCH Technologies, Inc.** and the **Haverford Township Police Department**

All elements of this project will be completed within the time indicated unless otherwise extended due to change of scope, revisions and/or unforeseen delays. CRIMEWATCH Technology's ability to meet deadlines is predicated upon each participating department's provision of all necessary information and approvals in a timely manner.

Work on this project will commence upon signature of this agreement. The proposed pricing is based on a guaranteed subscription price for a period of **12 months** following the 'Go live' tentatively scheduled for March 2023. This guarantee excludes additional add-on features or services that may be developed later.

The information contained in this proposal is valid for 90 days. Proposals approved and signed by the Haverford Township Police Department and CRIMEWATCH Technologies are binding and commence upon the date of the signatures below. CRIMEWATCH shall invoice annually or monthly (departmental preference) after 60 days from agreement date or on "Go Live date" whichever occurs first.

NOTE: If the "Go live date" extends beyond 90 days from the agreement date, waiver's and any other discounts may be invoiced.

To accept this working agreement as described within this document, please sign below, and return a copy to CRIMEWATCH Technologies.

Date:

Client Signature / Date



Date: 02/09/2023

Douglas M. Demangone | Director of Business Development | CRIMEWATCH Technologies, Inc.
401 Kings Mill Rd. York, PA 17401
717.230.1845

Sales Order

Haverford Township Police Department CRIMEWATCH Network Deployment

We are pleased to offer the Haverford Township Police Department with personal (online) set-up and training as part of their deployment. As with all CRIMEWATCH offerings, there are no demands on internal IT resources and all technical support and ongoing training are part of the service. Additional Operations level of support with Videos, Tip Authentications, System Abuse, Emergency Support and User Maintenance are included in the monthly subscription.

| Description | Units | Cost |
|---|--|---|
| CRIMEWATCH Network CORE Access (Class 4) | | |
| Website Installation Facebook Set-up/Linking Twitter Set-up User Set-up | 1 | \$1,995.00 |
| Monthly Subscription (CORE Features): Infrastructure Storage/Archiving Database Transfer/API Bandwidth ControlShare™ Email Notifications CRIMEWATCH Mobile Integration Crime Mapping Tip platform Camera Registry Emergency Broadcast Support Package 1 Additional CORE Features (see page 2 of proposal) | 1 Year | \$12,318.75 (Based on Service Population of 49,275) |
| TRAINING | | |
| Online Training program | | \$500.00 |
| | Subtotal: | \$14,813.75. |
| | <i>Online Training program waiver:</i> | <i>(\$500.00)</i> |
| | <i>PA Chiefs of Police Association Discount:</i> | <i>(\$2,956.50)</i> |
| | TOTAL: | \$11,357.25 |
| CRIMEWATCH Promotional Package (10 signs, 20 posters, 300 postcards) | | TBD |
| Shipping / Handling | | TBD |
| OVERALL TOTAL: | | \$11,357.25 |
| <p>*NOTE: The initial monthly invoice shall include the one time set up fee and 1st installment totaling \$2,775.19 The 11 remaining monthly invoices shall be \$780.19 each</p> | | |

- Subject to annual renewal
- Subscription costs are subject to change
- This offer is only good for 90 days from date of proposal

RESOLUTION NO. 2304-2023

**A RESOLUTION OF HAVERFORD TOWNSHIP,
DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA,
APPROVING THE TRANSFER OF RESTAURANT LIQUOR LICENSE NO. R-2313
INTO HAVERFORD TOWNSHIP**

WHEREAS, Act 141 of 2000 ("the Act") authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code if, as in Haverford Township the sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Act requires the applicant to obtain from the receiving municipality a resolution approving the inter-municipal transfer of the liquor license prior to an applicant's submission of an application to the Pennsylvania Liquor Control Board; and

WHEREAS, the Liquor Code stipulates that, prior to adoption of a resolution by the receiving municipality, at least one hearing be held for the purpose of permitting individuals residing within the municipality to make comments and recommendations regarding applicant's intent to transfer a liquor license into the receiving municipality; and

WHEREAS, an application for transfer filed under the Act must contain a copy of the resolution adopted by the municipality approving the transfer of a liquor license into the municipality.

NOW, THEREFORE, BE IT RESOLVED, that Havertown Al Pastor, LLC, has requested the approval of the Board of Commissioners of Haverford Township for the proposed transfer of Pennsylvania restaurant liquor license no. R-2313 from Frank Theatres Granite Run, LLC formerly located at Granite Run Mall, Bldg Q, Rt 1 & Middletown Rd, Media, Delaware County, Pennsylvania 19064 to Havertown Al Pastor, LLC, Inc. to its restaurant facility to be located at 13-19 W. Benedict Avenue, Haverford Township, Delaware County, Havertown, Pennsylvania 19083 with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board; and

BE IT FURTHER RESOLVED, that the Commissioners of Haverford Township have held a properly advertised public hearing pursuant to the notice provisions of Section 102 of the Liquor Code to receive comments on the proposed liquor license transfer; and

BE IT FURTHER RESOLVED that Haverford Township **approves**, by adoption of this Resolution, the proposed inter-municipal transfer of restaurant liquor license no. R-2313 into Haverford Township by Havertown Al Pastor, LLC; and

BE IT FURTHER RESOLVED that transfers, designations and assignments of licenses hereunder are subject to approval by the Pennsylvania Liquor Control Board.

RESOLVED this 13th day of March, 2023.

TOWNSHIP OF HAVERFORD

By:

C. Lawrence Holmes
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

**AFFIDAVIT FOR TOWNSHIP OF HAVERFORD
RESOLUTION NO. 2304-2023**

I, _____, being duly sworn and deposed by law, state:

1. I am an authorized representative of Havertown Al Pastor, LLC.
2. I am aware and have direct knowledge of the application of Havertown Al Pastor, LLC to the Township of Haverford for a resolution approving an inter-municipal transfer of liquor license no. R-2313 into the Township of Haverford.
3. On March 6, 2023, the Board of Commissioners of the Township of Haverford held a public hearing regarding the inter-municipal liquor license transfer.
4. On March 6, 2023, at the public hearing, Havertown Al Pastor, LLC was represented by Edward B. McHugh, Esquire, Goldstein & McHugh, P.C., and Mr. Matthew Moyer and Mr. Justin Weathers of Havertown Al Pastor, LLC.
5. During the public hearing, Mr. McHugh, Mr. Moyer, and Mr. Weathers testified regarding Havertown Al Pastor, LLC plans and procedures for the use of the liquor license in the Township of Haverford.
6. Mr. McHugh, Mr. Moyer and Mr. Weathers also answered questions from the members of the Board of Commissioners and the Township Solicitor.
7. Based on the presentation of Havertown Al Pastor, LLC's representatives and the representatives answers to the questions from the Board of Commissioners and Solicitor, Resolution No. 2302-2023 is conditional pursuant to the parameters that Havertown Al Pastor, LLC presented at the public hearing, that being, Havertown Al Pastor, LLC would

8. On March 13, 2023, the Board of Commissioners adopted Resolution No 2302-2023 approving the transfer of liquor license number R-2313 into the Township of Haverford.

Sworn and subscribed

this _____ day of _____, 2023

Authorized Representative of Havertown AI Pastor, LLC

Sworn to and subscribed before me

this _____ day of _____, 2023

NOTARY PUBLIC

Public Works Purchase

Highway Budget code 430-5107.02

1- New diesel engine for Tree bucket truck

Lowest quote – \$12,427.95 w/ \$4,000.00 core charge = \$16,427.95

DEV-VAL International Truck, INC.

1034 Bethlehem Pike

Montgomeryville PA 18936



DEL-VAL INTERNATIONAL TRUCKS, INC.

1034 Bethlehem Pike • P O Box 399
Montgomeryville, PA 18936
www.delvaltrucks.com
T(215)641-5800
F(215)641-5804

PARTS QUOTE

Quote: 305277
Date / Time: 2/15/2023 10:19:58AM
Customer: 27014
Branch: 1
Quote Total: \$ 16,427.95

Bill To: TOWNSHIP OF HAVERFORD
1014 DARBY ROAD
HAVERTOWN, PA 19083

Ship To: TOWNSHIP OF HAVERFORD
1014 DARBY ROAD
HAVERTOWN, PA 19083
Office Phone: 610-789-0684

Customer P/O: Inside Slsm; mwhicker

| Supplier | Part / Misc | Description / Ref Number | U/M | Quantity | List Price | Price | Extended Price |
|----------|--------------|-------------------------------------|-----|----------|------------|-----------|----------------|
| CI4C | 5010976R91 | ENGINE,ENG, REMAN LNG BLK DT46 | EA | 1 | 22,457.75 | 12,427.95 | 12,427.95 |
| CI4C | 5010976R91-C | ENGINE,ENG, REMAN LNG BLK DT46-Core | EA | 1 | 4,000.00 | 4,000.00 | 4,000.00 |

| | |
|----------------------------|--------------------|
| Total Parts: | \$12,427.95 |
| Total Core Charges: | \$4,000.00 |
| Total Core Returns: | \$0.00 |
| Quote Subtotal: | \$16,427.95 |
| Total Tax: | \$0.00 |
| Quote Total: | \$16,427.95 |

SIGNATURE _____ PRINT

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

REFUND POLICY: No refund without this invoice. No parts returnable after 10 days. 25% handling charge on all returnable parts, no refunds on electrical parts and installed items.

CORE POLICY: No credit without this invoice cores due within 15 days of sale or no credit issued.

ACCMEGA TRAK KIT
ACCPOLE LIFT
ACCSONDE 512HZ

TRAKSTAR - CAMERA

CAMERA CONNECTION TYPE: 4 PIN
VERTICAL PAN: NO
INCLINATION: NO
LASER CRACK MEASUREMENT: NO
SOFTWARE TYPE: POSM

ADDITIONAL SPARE PARTS FOR TRACTOR

EXTENSION KIT WITH GEAR REDUCTION
PNEUMATIC 8" x 2" WHEEL ASSEMBLY
MEGATRAK WHEEL KIT
BALLOON TIRE KNOBBY WHEEL ASSEMBLY
SMALL PIPE SPACER KIT WITH ¼ INCREMENTS

| | |
|---|---------------|
| NET COST AS EQUIPPED: | \$ 193,014.14 |
| STATE OF PA DGS DISCOUNT CONTRACT # 4400019958 -3%: | (\$ 5,790.42) |
| SUBTOTAL: | \$ 198,804.56 |
| FACTORY SUPPLIED FORD TRANSIT TR350: | \$ 61,845.00 |
| FREIGHT: | \$ 2,300.00 |
| TWO DAYS OF TRAINING: | \$ 3,000.00 |
| DEALER PREP: | \$ 1,000.00 |
| PA STATE INSPECTION: | \$ 79.00 |
| TOTAL COST AS EQUIPPED: | \$ 267,028.56 |

FORD TRANSIT TR350 QUOTE PROVIDED BY SUBSITE

DUE TO VOLATILE CHANGES WITH STEEL PRICING, THIS QUOTE WILL NEED TO BE REVIEWED PRIOR TO ORDER AND IS ONLY VALID FOR 30 DAYS FROM THE DATE OF THIS QUOTE

THANK YOU FOR THE OPPORTUNITY TO SUBMIT OUR QUOTE. PLEASE SIGN AND RETURN UPON APPROVAL.

JEREMY KOERING
SALES REPRESENTATIVE
311 CROWNPOINT RD
THOROFARE, NJ 08086
732-761-4123
JEREMY@HADEHART.COM

CUSTOMER SIGNATURE: _____ DATE: _____

CUSTOMER PRINTED: _____

P.O.# _____

ACCMEGA TRAK KIT
ACCPLE LIFT
ACCSONDE 512HZ

TRAKSTAR - CAMERA:

CAMERA CONNECTION TYPE: 4 PIN
VERTICAL PAN: NO
INCLINATION: NO
LASER CRACK MEASUREMENT: NO
SOFTWARE TYPE: POSM

ADDITIONAL SPARE PARTS FOR TRACTOR

EXTENSION KIT WITH GEAR REDUCTION
PNEUMATIC 8" x 2" WHEEL ASSEMBLY
MEGATRAK WHEEL KIT
BALLOON TIRE KNOBBY WHEEL ASSEMBLY
SMALL PIPE SPACER KIT WITH 1/4 INCREMENTS

NET COST AS EQUIPPED: \$ 142,299.76
STATE OF PA DGS DISCOUNT CONTRACT # 4400019958 -3%: (\$ 4,268.99)
SUBTOTAL: \$ 138,030.76
ESTIMATED FACTORY FREIGHT: \$ 2,200.00
ONE DAY OF TRAINING: \$ 1,500.00
DEALER PREP AND DELIVERY: \$ 880.00
PA STATE INSPECTION: \$ 79.00
2023 FORD TRANSIT TR350: \$ 53,710.00
TOTAL COST AS EQUIPPED: \$ 196,399.76

FORD TRANSIT TR350 QUOTE PROVIDED BY GENTILINI FORD INC.
CHASSIS LEAD TIME IS ABOUT 10 MONTHS

*** DUE TO VOLATILE CHANGES WITH STEEL PRICING, THIS QUOTE WILL NEED TO BE
REVIEWED PRIOR TO ORDER AND IS ONLY VALID FOR 30 DAYS FROM THE DATE OF THIS
QUOTE***

THANK YOU FOR THE OPPORTUNITY TO SUBMIT OUR QUOTE. PLEASE SIGN AND
RETURN UPON APPROVAL.

JEREMY KOERING
SALES REPRESENTATIVE
311 CROWNPOINT RD
THOROFARE, NJ 08086
732-761-4123
JEREMY@HADEHART.COM

CUSTOMER SIGNATURE: _____ DATE: _____

CUSTOMER PRINTED: _____

P.O.# _____

311 Crown Point Road * Thorofare, NJ 08086-9999
Phone: 856-845-2800 * 800-222-0271
Fax: 856-845-2481



TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK, ESQ
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

Manager 610-446-1000 ext. 2208

Human Resources 610-446-1000 ext. 2233

February 28, 2023

TO: Board Commissioners

David R. Burman, Township Manager

Aimee M. Cuthbertson, CPA, Assistant Township Manager

FROM: Dan Perri, Facilities Superintendent

SUBJECT: Skatium – 2nd floor HVAC Split Unit System

I was asked to inspect the 2nd floor Skatium party/meeting rooms HVAC system.

Upon research, the original units are obsolete and outdated. The best option going forward would be to install a dual-zoned split unit system.

I have contacted 2 companies:

Nichols Plumbing: \$13,980.00

Havertown, PA

Boyle Energy: \$11,000.00

Havertown, PA

I am recommending Boyle Energy for the project; with the lowest responsible quote.

BOYLE ENERGY

To: Haverford Township
From: Edwin Johnson
Date: 2/28/2023
Re: Ductless Multi Zone Heat pump system @ Skatium 2nd floor

Home improvement contractor registration number PA009351
Attorney General Bureau of Consumer Protection Toll Free # 1800-520-6680

Description of work: It is understood that Boyle Energy will provide all necessary materials and perform the work in a good and workmanlike manner. The scope of the work and the materials and specifications are as follows:



Annabelle, Grady, Cathy, Tank, Billy and Patrick Boyle

Every system we install I would install in my family's home too. So if at any time during the first year of installation, you are not 100% satisfied with the performance of the equipment, our service or even our people, we will, within 30 days of your request, remove the system and cheerfully refund the entire amount of the contract.

February 28, 2023

**PROPOSAL
To Furnish and Install**

Option I.

- Carrier 18,000 BTU ductless wall Mounted Air handler in Dance studio
- Carrier 18,000 BTU ductless wall Mounted Air handler in common area near steps
- Carrier 36,000 BTU outdoor multi zone heat pump condensing unit to be placed in cage on rear of building
- Remote control for indoor air handlers
- Line Set piping from indoor units to outdoor (outside to be covered in a line hide)
- All holes through wall to be sealed properly
- All necessary control wiring and surge protected disconnect

Warranties:

2-year labor
10 years parts
10 years compressor

Total Investment: \$11,000.00

******NOTE******

This option was in stock as of 2/10/23 @2:00 PM

Liability Insurance Coverage: Boyle Energy agrees to maintain liability insurance of not less than \$50,000 covering personal injury as well as not less than \$50,000 covering property damage.

Payment Schedule Options:

- 1) 1/3 payment down Due on the Date of Signing, 1/3 payment Due on Date Started, and 1/3 payment Due at job Completion.
- 2) Payment by Credit Card (Visa, MasterCard, or Discover)
- 3) Financing

Entire agreement: this contract constitutes the entire agreement between Boyle Energy and You the customer for this project and it voids all previous proposals, representations, or agreements between us. Please note that all collection and/or legal fees that Boyle Energy incurs from any unpaid balance of this project will be the sole responsibility of the customer to reimburse Boyle Energy in full.

Governing Law: This contract shall be governed by the laws of the Commonwealth of Pennsylvania.

Contractor Acceptance:

Name: Boyle Energy/ Ed Johnson

Mailing Address: 40 W. Manoa Rd.

Physical Address: Same

City: Havertown State: PA Zip: 19083

Telephone Number: (610) 446-2444 or (215) 878-1111

Owner Acceptance:

Name: Haverford Township/ Dan Perri
Physical Address: 1002 Darby rd. Havertown Pa 19083
Telephone Number: 610-636-0146
Email: dperri@havtwp.org

Notice of Right to Cancellation: You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction without penalty regardless of where this agreement was signed. See the attached **Notice of Cancellation Form** for an explanation of this right.

All equipment is property of Boyle Bros. Fuel Oil Inc. until balance is completely paid. This estimate is valid for 30 days. You have the right to cancel up to three days after you sign.

Yes, I want to select:

- Option I

Please Select a Payment Option

- Option I Check
- Option II Credit card
- Option III Financing

Signature

Date





Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF
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DELAWARE COUNTY
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4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

March 2, 2023

TO: David R. Burman, Township Manager
Aimee M. Cuthbertson, CPA, Assistant Township Manager

FROM: Rick Turnbull, Skatium Manager
Dan Perri, Facilities Superintendent

SUBJECT: Skatium - Compressor Replacement

The Skatium is in need of a replacement compressor for Chiller #2. We are rapidly approaching warm weather season which puts added strain on the system. Its current operation is running from Chiller #1 with no back up creating an emergent need for replacement.

Three companies were contacted:

Tustin Group, Norristown, PA: \$26,399.00 4 day Lead time - 5 yr Warranty

Elliott-Lewis, Philadelphia, PA: \$44,800.00 8-10wk Lead time - 1 yr Warranty

Carrier: \$49,000.00 1-2Wk Lead time - 1 yr Warranty

I am recommending Tustin Group for the project, not only due to its being the lowest responsible quote, but also due to the more reasonable lead time and extended warranty included with their pricing.



MECHANICAL / ENERGY / WATER / FIRE / SECURITY

PROJECT AGREEMENT

Company:
Tustin Mechanical Services
2555 Industry Lane
Norristown, PA 19403
Ph: (610) 539-8200 Fax: (610)-539-2890

Proposal Date: 2/3/2023
Proposal Number: PSN51125

Customer:
HAVERFORD TOWNSHIP
1010 DARBY ROAD
HAVERFORD, PA 19083
Dan Perri

Project Location:
HAVERFORD TOWNSHIP
1010 DARBY ROAD
HAVERFORD, PA 19083
Dan Perri

COMPRESSOR A1 REPLACEMENT ON CARRIER CHILLER #2 AT SKATIUM FACILITY

This is a proposal for the replacement of the compressor with a FIVE YEAR WARRANTY remanufactured compressor due to wear and tear on the screw rotors and bearings internal to the compressor causing blockage to oil filters as well as causing high temperature discharge temperature alarms. We will replace the compressor, liquid line drier and all new refrigerant and return with follow up visit after system is put back into operation to test oil for metals/acids and test for proper operation of system. If an additional oil change is required we will discuss with you and can submit a proposal to change the oil.

Scope of Work:

- Turn "OFF" power to CHILLER #2 and follow proper Lockout/Tagout procedures
Reclaim refrigerant from circuit and remove COMPRESSOR A1 from the CHILLER
Install the new COMPRESSOR, Liquid Line Filter Drier
Pressure test the circuit and test for any leakage at tubing and gaskets triple evacuate any air/non-condensables from circuit
Charge system with up to 80LBS. of new virgin R134A refrigerant
Restart circuit with new COMPRESSOR and verify proper operation by fully testing and measuring temperatures, amp draws superheat and subcooling of the repaired circuit
return the old compressor to the remanufacturer for the CORE DEPOSIT Charge
S/H & MATERIALS = \$22,399.00
LABOR = \$4,000.00

OUR PRICE FOR THIS PROPOSAL IS.....\$26,399.00

Upon execution 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.

Contractor Authorization:

Signature (Authorized Representative)
Name (Print/ Type)
Title
Date

Customer Authorization:

Signature (Authorized Representative)
Name (Print/ Type)
Title
Date PO#

MINUTES

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

March 13, 2023
Monday, 7:00 p.m.
Township of Haverford

1. Opening of Meeting – President of the Board, Larry Holmes, opened the meeting.

The Board met in Executive Session prior to the meeting to discuss a legal matter.

- a. Roll Call – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Dan Mariani, Public Works Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Pennoni Associates.

- b. Pledge of Allegiance

2. Presentation by Congresswoman Mary Gay Scanlon - Haverford Township Library \$2 million-dollar grant recipient
3. Proclamation: Women’s History Month Proclamation proclaimed by Commissioner Cavender

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

Jake Swann – 520 Oakley Road

Mr. Swann announced that the Brynford Civic Association established a Task Force.

Todd Hall – Country Club Lane

Mr. Hall topics pertained to the Library and the registration process. The Library Board has been meeting Zoom. Hybrid should be used.

END OF REGISTERED SPEAKERS

Open Forum

Dory Doughty – Merwood Park section

She offered congrats to the Library for receiving the \$2mm grant. She also asked about the library renovations project budget and timeline from 2010 to today.

Paul Addis – 380 Exeter Road

Mr. Addis offered his negative comments regarding the library renovation project. He stated that the former township building should be utilized for meeting rooms. The project is placing more financial stress upon us. A project that went from \$12mm to 20mm and the parking spot situation is still not clarified.

Mr. Milani – Annabella Avenue

Mr. Milani couldn't agree more with Mr. Addis' comments. He asked if the \$2mm grant came with any strings attached.

He also commented on Women's History month.

End of Citizens Forum

Commissioner Holmes stated that the Board is transparent and are using the same protocol as they did with the building of the CREC and the new Administration/Police Department.

In response to Mr. Addis – the Zoning Hearing Board and this Board are completely independent of each other.

There are no strings attached to the \$2mm grant received from Congresswoman Scanlon. The township has also received a \$1mm grant from the state.

5. **Bureau of Fire Update** – Commissioner Wechsler provided the Bureau of Fire update.

6. **Township Auditor Update** – Mr. Anderson was absent tonight. Commissioner Hart stated that Mr. Anderson did review the warrants and expenditures and found no discrepancies.

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

Mr. Burman reported that the township performed a pay equity. Further in-house study is pending.

8. **Approval of Minutes** Regular Meeting Minutes of February 13, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Regular Meeting Minutes of February 13, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #3-2023 totaling \$3,843,163.41

General & Sewer fund Payroll for February 16, 2023 in the amount of \$786,169.42

General & Sewer fund Payroll for March 2, 2023 in the amount of \$730,647.15

General Fund disbursements #3-2023 in the amount of \$1,185,030.93

Sewer Fund disbursements #3-2023 in the amount of \$525,437.95

Community Development Block Grant Fund disbursement #3-2023 in the amount of \$148,851.38

Capital Projects Fund disbursement #3-2023 in the amount of \$108,175.86

American Rescue Plan Fund disbursement #3-2023 in the amount of 350,773.88

Credit Card Statement ending February 27, 2023 in the amount of \$8,076.94

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P2-2023 Traffic (2nd Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt the second reading of Ordinance No. P2-2023 establishing/rescinding traffic restrictions on the following highway:

repealing of the no parking at any time restrictions on the east side of Panmure Road, from College Avenue to Buck Lane covered which was added on 12-27-1989 by Ord. No. 2065; amended 2-12-1990 by Ord. No. 2076.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Ordinance No. P3-2023 Renewal Lease Agreement (2nd Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt the second reading of Ordinance No. P3-2023 authorizing 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.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Resolution No. 2298-2023 Economic Recovery Payment for Senior, Widowed, and Disabled Residents

Motion made by Commissioner Trombetta and seconded by Commissioner Cavender to adopt Resolution No. 2298-2023 approving the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund for Senior/Widowed/Disabled Residents and further BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the Senior/Widowed/Disabled Residents Individuals Economic Recovery Payment” 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.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Trombetta and Holmes

2 Commissioners voted No: Commissioners Hart and Wechsler

13. Resolution No. 2302–2023 PaDot – Delaware County Paving Project

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt Resolution No. 2302-2023 authorizing the Township Manager to sign a Master Agreement for Casting Adjustments on certain State roads in Haverford Township.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2303-2023 DCNR Grant Application – Darby Creek Trail

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2303-2023 authorizing David R. Burman, Township Manager/Secretary to file application with the Department of Conservation and Natural Resources in the amount of \$500,000.00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. Resolution No. 2304-2023 Liquor License Transfer

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt Resolution No. 2304-2023 that Haverford Township approves, by adoption of this Resolution, the proposed inter-municipal transfer of restaurant liquor license no. R-2313 into Haverford Township by Havertown Al Pastor, LLC; and BE IT FURTHER RESOLVED

that transfers, designations and assignments of licenses hereunder are subject to approval by the Pennsylvania Liquor Control Board.

Roll Called.

7 Commissioners voted Yes: Commissioners Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

2 Commissioners Abstained: Commissioners Gondek and Holmes

16. Contract

Police Department - Crime Watch

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to authorize a Professional Services Contract of CRIMEWATCH Network CORE access from CRIMEWATCH Technologies, York PA, in the amount of \$11,357.25.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Purchases

Public Works Department

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of a new diesel fuel engine for Tree bucket truck, from DEL-VAL International Truck, Inc., Montgomeryville, PA, in the amount of \$16,427.95; submitting the lowest responsible.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to approve the amended authorization to purchase One (1) Mainline System Ford Transit TR 350 Van Trakstar Camera and Inspection Truck H.A. DeHart & Son 311 Crown Point Road Thorofare, NJ 08086 Costars # 025-052, in the amount of \$267,028.56 from the originally approved cost of \$196,399.76.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Skatium

Dual-zoned Split Unit System and a Replacement Compressor for Chiller #2

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to authorize the purchase of a Dual-zoned Split Unit System from Boyle Energy, Havertown, PA, in the amount of \$11,000.00; submitting the lowest responsible quote and

to authorize the purchase of a replacement Compressor for Chiller #2 from Tustin Group, Norristown, PA, in the amount of \$26,399.00; submitting the lowest responsible quote.

Amended motion made by Commissioner Gondek and was seconded by Commissioner Quinn due to price change from \$26,399.00 to \$34,000.00 (to include prevailing wage rate, oil filter dryer and refrigerants add ins).

Roll Called.

Commissioner Wechsler abstained due to business and personal connections.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Trombetta and Holmes.

18. Appointments – Motion made by Commissioner Wechsler and seconded by Commissioner Gondek to TABLE Appointments.

Voice Vote: All Commissioners voted Aye.

Appointments

Civil Service Commission Alternate (6 Year Term)

Motion: to appoint _____ to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Voting order 1 2 3 5 7 8 9 4 6

Human Relations Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2025.

Voting order 1 2 3 5 7 8 9 4 6

Ice Rink Advisory Board

Motion: to appoint _____ to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Shade Tree Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Voting order 1 2 3 5 7 8 9 4 6

Senior Citizens Advisory Board

Ward 6

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

Todd Hall – County Club Lane

Mr. Hall indicated that a political party composed a newsletter on line indicating that certain residents from another party attend meetings and are intimidating and cause chaos towards the other party. Mr. Hall indicated that this is not the case. Comments have been on safety and fiscal responsibility. Their online message is not correct.

Paul Addis – Exeter Road

Mr. Addis is not convinced of Commissioner Holmes’ responses. Mr. Addis, again, stated that the former township building needs to be reopened and everyone do their due diligences and be better stewards of our money.

Major Peterson, Retired – Derwyn Drive

He quoted President Eisenhower, from a note he had written the day before the D-Day Invasion – indicating he took full responsibility of what was to happen the next day.

Politicians need to be accountable.

20. New business

Commissioner Quinn stated that he is being questioned by store owners that always have used brown bags - and now they have to charge.

21. Other business

Brian Gondek, Esq. – 1st Ward Commissioner

Commissioner Gondek wished everyone a Happy St. Patty's Day.

West Gate Hills Civic Association will have their Annual Easter Egg Hunt on April 2nd in the Park.

He and others recently walked the Park. He announced that there will be maintenance upgrades and new playground will be purchased.

Sheryl Forste-Grupp, Ph.D. – 2nd Ward Commissioner

Commissioner Forste-Grupp was happy to announce that the new ADA ramp at the Llanerch School is completed.

She also provided accolades to Truck #22 on the proficient and courteous manner in which they pick up trash. Keep in mind that those workers travel 66 miles each trash day/recycling.

She thanked Congresswoman Scanlon for attending tonight and she is happy that the library renovations will be coming in the near future.

Kevin McCloskey, Esq. – 3rd Ward Commissioner

Commissioner McCloskey is happy to announce that Boccellas is back open and the parking lot is once again filled.

He thanked Congresswoman Scanlon for attending tonight and presenting the grant check.

Spring is approaching...please be mindful while driving...drive safely.

Commissioner McCloskey announced that Radnor and Tredyffrin Townships have also adopted the Plastic Bag Ordinance.

Laura Cavender – 5th Ward Commissioner

Commissioner Cavender also thanked Congresswoman Scanlon for attending tonight. We will have a library which we all can be proud of.

She thanked Dave Burman, Chief Viola and Deputy Chief Hagan for all their guidance in resolving street parking on Panmure Road.

There will be a Haverford Twilight 5K Run/Walk & Elementary School One Mile Challenge on Saturday, April 22, 2023, 5:00 p.m. at Haverford High School.

The Andy Lewis 5K Run on April 23rd will benefit Discover Haverford – beginning and ending at the CREC.

Conor Quinn – 7th Ward Commissioner

April 8th will be a Mighty MoJo Memorial Run for CDH Research
The Annual Kevin Kane Run is Sunday April 16th.

Commissioner Quinn reminded everyone of the daily work our Police do; especially hearing of the tragic loss of a police officer that was recently killed in the line of duty.

He suggested that anyone celebrating St. Patty's Day, keep in mind UBER. The Catholic Church announced that there is a "special dispensation" on St. Patty's Day. One can eat meat.

Commissioner Quinn began attending meetings in 2003. He announced that there were three women on the board then.

He reminded everyone to be mindful on windy, trash days. Please pick up trash that has been wind-blown.

Gerard T. Hart, M.D. – 8TH Ward Commissioner

Commissioner Hart offered congratulations to the Haverford Girls' High School Basketball Team for an undefeated season. They finished with a 27-2 winning record. The boys team did qualify for State.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also offered his congratulations to the Girls' Basketball Team.

The Hilltop Civic Association will hold their Planning Meeting on-line. They are in need of volunteers to help with the Easter Parade and the 4th of July festivities.

The Glendale/Burmout Road survey is still on going.

The township will sponsor a Shredding Event on March 25th from 8 to 11 a.m.

Judy Trombetta – 4th Ward Commissioner

Commissioner Trombetta announced that there will be a Rain Garden Training Course scheduled for March 18th from 9 – 12 at the CREC.

Larry Holmes, Esq. – 6th Ward Commissioner

If anyone is interested in being the 6th Ward Senior Citizens Representative, please contact him.

He also thanked Congresswoman Scanlon and her excellent staff for attending tonight and thanked her for the \$2mm grant.

22. All Commissioners agreed to adjourn.

EXECUTIVE SESSION – 6:00 p.m. - LEGAL

BOARD OF COMMISSIONERS WORK SESSION AGENDA

MONDAY, April 3, 2023

7:00 P.M.

The Board of Commissioners met in Executive Session on 3/20 to discuss personnel matters

**Presentation by: S. William Richter, Esq of Reed Smith LLP and Jamie Scheslinger, PFM
Financial Advisors - Ordinance P4-2023**

Presentation by: Gail Farally-Semerad, President – Haverford Township Civic Council

Commissioner Committee Updates

Police Department - Crime Update

NEXT WEEK:

Ordinance No. P4-2023 2023 Bond Issue (1st Reading)

Ordinance No. P5-2023 Responsible Contractors (1st Reading)

Ordinance No. P6-2023 Traffic (1st Reading)

**Resolution No. 2305-2023 \$3,000,000 ARPA Fund Allocation – Library Renovation
Project**

**Resolution No. 2306-2023 American Rescue Plan Act Coronavirus Local Fiscal
Recovery Fund Senior Initiatives**

**Resolution No. 2307-2023 American Rescue Plan Act Coronavirus Local Fiscal
Recovery Fund - Engineering and Construction Costs for
the Brookline Boulevard Sanitary Sewer Replacement**

Settlement Agreement - Township Administration Building:

Ratify settlement agreement for water claims and punch list issues (not including the facade)

Contracts

Brookline Boulevard Sanitary Sewer

Parks and Recreation – Sound Proofing curtains for Paddock Pickleball Courts

Proclamation – Arbor Day

Appointments:

Civil Service Commission Alternate

Human Relations Commission

Ice Rink Advisory

Shade Tree Commission

Ward 6 Senior Citizens Representative

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO. P4-2023

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,500,000; 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; SETTING FORTH PARAMETERS FOR THE MAXIMUM PRINCIPAL MATURITY AMOUNTS AND DATES AND MAXIMUM INTEREST RATES AND OTHER DETAILS OF THE BONDS; AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM FOR THE BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS BY PRIVATE NEGOTIATED SALE 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; PROVIDING FOR A SINKING FUND FOR EACH SERIES OF THE BONDS; PROVIDING FOR A CONSTRUCTION FUND AND REBATE FUND FOR EACH SERIES OF THE BONDS; MAKING CERTAIN COVENANTS 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; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING MUNICIPAL BOND INSURANCE; 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 OF THE TOWNSHIP; AUTHORIZING PUBLIC HEARINGS; 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 one or more series of its general obligation bonds, the proceeds of which, together with the income from the investment of such proceeds, will be used to pay all or a portion of the costs of certain capital projects of the Township, and to pay costs and expenses incurred by the Township in connection with the issuance and sale of such bonds (including the cost of bond insurance, 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 one or more series or subseries of its general obligation bonds (collectively, the "Bonds") in an aggregate principal amount not to exceed \$ _____, such bonds to be designated substantially as "Township of Haverford, Delaware County, Pennsylvania, General Obligation Bonds, Series of [...]", with an appropriate series or subseries designation to be inserted upon issuance of each particular series of Bonds. The Township may add such other designation and name to the Bonds of any series or subseries as it may determine to be appropriate. Each separate series of the Bonds issued hereunder is herein referred to as a "series" of Bonds.

Section 2. The Capital Projects.

The Bonds shall be issued for the purpose of financing all or a portion of the costs of certain "projects" within the meaning of the Debt Act, consisting of certain capital projects generally described in Exhibit A attached hereto and made a part hereof (collectively, the "Capital Projects"). The proceeds of the Bonds, together with the income from the investment of such proceeds, will be used to pay the "costs" of the Capital Projects within the meaning of the Debt Act (including without limitation by reimbursement to the Township of costs previously paid by the Township), including, without limitation, all costs and expenses incurred by the Township in connection with the issuance and sale of the Bonds.

The Capital Projects, as generally described in Exhibit A attached hereto and made a part hereof, are hereby approved. The estimated costs of the Capital Projects, exclusive of said bond issuance expenses, based on actual bids or professional estimates from professional architects and engineers and others qualified by experience, and the realistic estimated useful lives of the Capital Projects, are as set forth in said Exhibit A.

The Capital Projects are combined for financing purposes as permitted under the Debt Act. The Township hereby reserves the right to undertake the Capital Projects in such order and at such time or times as it may determine in its discretion; to delete, abandon or modify any one or more of the individual components of the Capital Projects; and to allocate the proceeds of the Bonds of each series and other available moneys to the final costs of the Capital Projects in such amounts and order of priority as it may determine in its discretion, but the proceeds of the Bonds shall be used solely to pay the "costs" of the Capital Projects within the meaning of the Debt Act or upon appropriate amendment to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

It is hereby determined and stated that the Bonds shall be scheduled to mature in accordance with the limitations set forth in Section 8142(a)(2) of the Act taking into account the estimated useful lives of the various Capital Projects to be financed by the Bonds. A principal amount of Bonds equal to the separate costs of the Capital Projects having a shorter useful life than the period during which the Bonds will be outstanding shall be scheduled to mature prior to the end of such useful life and the balance prior to the end of the longest useful life.

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 (a "Paying Agency Agreement") with, the Paying Agent and Sinking Fund Depository with respect to each series of Bonds, 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 of the related series 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 such 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 of each series 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 B 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 October 1 of the years and in principal amounts not exceeding the principal amounts set forth in Exhibit B attached hereto and made a part hereof. The Bonds are being amortized so that the debt service on all outstanding debt of the Township following issuance of the Bonds will be brought more nearly into an overall level annual debt service plan.

(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 of each series shall be due and payable semi-annually on April 1 and October 1 of each year, commencing on the first such date following the issuance and delivery of the Bonds of such series that is mutually acceptable to the Township and the Purchaser (as defined in Section 8 hereof) (each such April 1 and October 1 being referred to herein as an "Interest Payment Date" for each series of Bonds), to the registered holders of such 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 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 such paying agent. Interest on the Bonds of each series 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 of such series 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 of such series 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 of the relevant series, 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 of each series may be subject to mandatory, optional or extraordinary redemption prior to maturity upon such terms and conditions and at such redemption price or premium (which may include a make-whole amount) 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 of such series issued upon the initial issuance and delivery thereof. Any term Bonds of a series that are surrendered to the Paying Agent by the Township before the date that is 60 days immediately preceding the relevant mandatory redemption date for such term Bonds shall be credited against such redemption to the extent not previously so credited.

(b) *Partial Redemptions.* If less than all Bonds of a particular series and maturity are to be redeemed, the particular Bonds of such series and 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. Such notice shall also be sent to DTC (as hereinafter defined) and to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System site. 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 series, 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 of any series during a period beginning at the close of business on the Record Date for the Bonds of such series or any date of selection of Bonds of such series 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 of each series shall be initially issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity of such series 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 of each series 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 of any series be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds of such series for an equal aggregate principal amount of Bonds of the same series and 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 will apply to the Bonds of each series (together with any modifications thereto or replacements therefor, the "Representation Letter"). So long as any Bonds of any series 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 of such series 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 particular series and 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 series and maturity which have been redeemed.

(c) So long as any Bonds of any series 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 such Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on such Bonds, selecting such Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holders of such Bonds under this Ordinance or the Paying Agency Agreement, registering the transfer of such Bonds, obtaining any consent or other action to be taken by the holders of such Bonds 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 holders of Bonds 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 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 of any series 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 such series of 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 such series of 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 of such series 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 of such series.

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 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 of each series shall be sold at a private sale by negotiation. The Township shall award and sell the Bonds at a price of not less than ninety-five percent (95%) and not more than one hundred twenty percent (120%) of the principal amount of the Bonds (such percentages to be determined inclusive of any 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 Bond Purchase Proposal, dated May 8, 2023 (the "Bond Purchase Proposal"), from Janney Montgomery Scott LLP (the "Purchaser"). 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 Purchaser. The final terms for the purchase of the Bonds of each series (consistent with the Bond Parameters and the requirements of this Ordinance) shall be set forth in an addendum (the "Addendum") to the Bond Purchase Proposal between the Purchaser and Township. The President of the Board of Commissioners, the Vice President of the Board of Commissioners, the Township Manager and the Assistant Township Manager/Director of Finance, or any of them, are hereby authorized to approve the final terms of the Bonds and to endorse the acceptance of the Township on the Addendum, provided that the final terms of the Bonds and the Addendum are within the Bond Parameters and conform to the other requirements of this Ordinance. Copies of the Bond Purchase Proposal and the Addendum, together with copies of the other Bond sale documents, shall be filed with the permanent records of the Township. The Bond Purchase Proposal and the Addendum are together referred to in this Ordinance as the "Bond Purchase Contract."

Section 9. Execution and Delivery of Bonds. The form of the Bonds of each series and the Paying Agent's Certificate of Authentication shall be substantially in the form set forth in Exhibit C hereto with any changes, insertions, omissions and variations as may be necessary or appropriate to reflect the final terms of the Bonds of such series as issued and sold to the Purchaser. 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 of each series 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 therefor 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 each series of 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 Funds. There shall be established with the Sinking Fund Depository a sinking fund for each series of Bonds (each, a "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 related series of 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 such Bonds shall become due, in amounts sufficient to pay the interest then due plus principal of such Bonds then maturing. Any moneys received by the Township as accrued interest on any series of the Bonds upon the issuance thereof shall be deposited in the related Sinking Fund in accordance with Section 16 hereof and shall be applied to pay interest due on the related series of Bonds on the first interest payment date therefor. All sums in each Sinking Fund shall be applied exclusively to the payment of the principal of and interest on the related series of 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 such 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 such Sinking Fund. Each 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 for the related series of Bonds from the moneys in the related Sinking Fund, the principal of and interest on such 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 such Bonds entitled thereto in the manner and upon the terms contained herein.

Section 12. Establishment and Operation of Construction Funds. In order to account for the receipt, investment and application of the proceeds of the Bonds to be used to pay the costs of the Capital Projects, the Township may establish one or more special funds of the Township (each, a "Construction Fund") with respect to one or more series of Bonds or with respect to one or more separate Capital Projects to be financed by the Bonds. The assets of each Construction Fund shall consist solely and exclusively of the proceeds of the sale of the related series of Bonds and all earnings from the investment of such proceeds. The Township shall initially deposit or cause to be deposited in the appropriate Construction Fund certain proceeds received from the issuance and sale of the related series of Bonds, in the manner and to the extent provided in Section 16 hereof. Unless and until moneys in the relevant Construction 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 Federal Deposit Insurance Corporation or by any other agency of the United States of America performing functions similar to Federal Deposit Insurance Corporation (provided such agency shall be in existence). The Sinking Fund Depository or such other incorporated bank or trust company is herein referred to as an "Authorized Depository." Such account or accounts shall be deemed to be part of the related Construction Fund for the purposes hereof.

The Township hereby covenants that, except as hereinafter provided, it will apply moneys in the relevant Construction Fund to pay the cost of the Capital Projects (as the term "cost" is defined in the Debt Act and as the Capital Projects may be modified from time to time in accordance with the provisions of the Debt Act) for which the related series of Bonds was issued and will use such moneys for no other purpose, provided that investment earnings on moneys held in a Construction Fund relating to any Tax-Exempt Bonds (as defined in Section 13 hereof) may be transferred by the Township to the Rebate Fund to the extent required for the purposes of the Rebate Fund.

Subject to the Tax Agreement referred to in Section 22 hereof, and subject to any restrictions on investments contained in the relevant Paying Agency Agreement, moneys on deposit to the credit of any Construction Fund not required for immediate application may be invested in any investments permitted by law. All investments made with moneys in each Construction 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 such Construction Fund.

When the acquisition, construction and installation of the Capital Projects (as the same may be modified from time to time in accordance with the provisions of the Debt Act) for which a particular series of Bonds has been issued shall have been completed, the balance of any moneys remaining in the related Construction Fund in excess of any amount to be reserved for the payment of unpaid items of the cost of such Capital Projects shall be deposited in the related Sinking Fund, unless in any such case the Township shall have received an opinion of nationally recognized bond counsel permitting other uses of such moneys, in which event such moneys may be used for such other uses as may be so permitted in such opinion. The Township shall instruct the Paying Agent to apply all of such balance so deposited in the related Sinking Fund and the Sinking Fund Depository shall make funds available to the Paying Agent to (a) the purchase at any time of any then outstanding Bonds of the related series at such prices and upon such terms and conditions as shall be specified by the Township or (b) the earliest redemption of a portion of the Bonds of the related series prior to their maturities pursuant to any rights of optional redemption applicable to such Bonds, unless the Township shall have received an opinion of nationally recognized bond counsel permitting other uses of such moneys deposited in the Sinking Fund, in which event such moneys may be used for such other uses as may be so permitted in such opinion.

Section 13. Establishment and Operation of Rebate Fund. The interest payable on all or a portion of the Bonds may, in the opinion of bond counsel to the Township, be excludable from the gross income of the holders of such Bonds for federal income tax purposes, and such Bonds are referred to in this Ordinance as "Tax-Exempt Bonds". In order to provide for

the payment of any required rebate to the United States with respect to Tax-Exempt Bonds pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, there shall be created and established a special fund of the Township designated with respect to each series of the Tax-Exempt Bonds as the "Rebate Fund". The Rebate Fund shall be funded, maintained and applied as required under the Tax Agreement referred to in Section 22 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 an Authorized Depository. 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 22 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 Tax-Exempt 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. Federal Tax Covenants. The Township hereby covenants with the holders from time to time of the Tax-Exempt Bonds that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder applicable to the Tax-Exempt Bonds in order to ensure that interest on the Tax-Exempt 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 Tax-Exempt Bonds which would cause the Tax-Exempt 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 Tax-Exempt Bonds. The foregoing covenants shall survive the payment in full of the Bonds.

Section 15. 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 16. 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 designated with respect to the Bonds as the "Settlement Account", which may include subaccounts with respect to separate series of the Bonds (collectively, 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 the Vice President of the Board of Commissioners, the Township Manager or the Assistant Township Manager/Director of Finance, (a) pay over to the Sinking Fund Depository for deposit to the credit of the appropriate Sinking Fund for each series of Bonds the amount, if any, of accrued interest on the Bonds of the related series 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 (and bond issuance, if applicable) of the Bonds on behalf of the Township upon presentation of proper invoices therefor, and (c) transfer the balance of such proceeds to the Township for deposit to the credit of the appropriate Construction Fund and/or to reimburse the Township for payment of costs of the Capital Projects previously made by the Township. 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 the Vice President of the Board of Commissioners, the Township Manager or the Assistant Township Manager/Director of Finance 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, the Township Manager or the Assistant Township Manager/Director of Finance, be paid over by the Paying Agent to the Township for deposit to the credit of the appropriate Construction Fund, whereupon the Settlement Account shall be closed.

Section 17. [Reserved].

Section 18. 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, 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 19. 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 one or more municipal bond insurance policies (collectively, 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. If applicable, the Bonds of each relevant series may include a statement of the terms of the Bond Insurance Policy.

Section 20. 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 21. 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, 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 22. 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 of each series 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 Tax-Exempt 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 Tax-Exempt Bonds, and the making of any elections under the Code in respect of the Tax-Exempt Bonds as may be necessary or appropriate upon the advice of bond counsel to the Township; (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) the execution of all such documents, instruments, certificates, directions, orders, receipts and agreements required by the Purchaser, Bond Counsel or the Bond Insurer as a condition precedent to the issuance of the Bonds; and (d) the execution of such agreements with the Haverford Township Free Library Association, the

Township's volunteer fire companies, the Township's EMS provider, and any other user of proceeds of any Bonds as may be necessary or appropriate in connection with the issuance of any series of the Bonds.

In addition to and not in limitation of the foregoing, the President and Vice President of the Board of Commissioners, the Township Manager and the Township Assistant Manager/Director of Finance are each 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 of each series including, of such series without limitation, the date of issuance, the aggregate principal amount, the principal maturities of such series, the redemption provisions for such series, the interest rates and yields for such series, and the purchase price to be paid by the Purchaser for such series, 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. The execution of the Bonds of any series 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 with respect to such series Bonds by such officer.

Section 23. Public Hearings Authorized. The proper officers of the Township are authorized to give public notice of and to conduct such public hearings with respect to the Bonds as may be necessary or appropriate under Section 147(f) of the Code and advised by the Township's bond counsel in order to comply with the Code. The Board of Commissioners hereby ratifies and approves any such public hearings conducted by any such officers of the Township prior to the date hereof.

Section 24. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

Section 25. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Debt Act.

DULY ENACTED this 8th day of May 2023.

**TOWNSHIP OF HAVERFORD, DELAWARE
COUNTY, PENNSYLVANIA**

By _____
President, Board of Commissioners

[Township Seal]

Attest:

Secretary

EXHIBIT A

Description of Capital Projects

| <u>Description</u> | <u>Estimated Cost</u> | <u>Estimated Useful Life (Years)</u> |
|---|------------------------------|---|
| • Library renovations, equipment, and improvements | \$20,845,000 | 40 |
| • Acquisition of fire apparatus | \$3,300,000 | 15-20 |
| • Skatium renovations, improvements and equipment | \$2,500,000 | 10-20 |
| • Solar panels and related equipment for Township buildings | \$1,000,000 | 25 |
| • Acquisition of ambulances/EMS vehicles | \$600,000 | 7 |

EXHIBIT B

Maximum Debt Service Schedule

(Attached)

TOWNSHIP OF HAVERFORD
SERIES OF 2023

Maximum Parameters

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|----------------------|-----------------|----------------------|---------------------------------|--|
| <u>DATE</u> | <u>MAX PRINCIPAL</u> | <u>MAX RATE</u> | <u>INTEREST</u> | <u>SEMI-ANNUAL DEBT SERVICE</u> | <u>PROPOSED FISCAL YEAR DEBT SERVICE</u> |
| 10/1/2023 | 405,000 | 6.000 | 432,833.33 | 837,833.33 | 837,833.33 |
| 4/1/2024 | | | 722,850.00 | 722,850.00 | |
| 10/1/2024 | 725,000 | 6.000 | 722,850.00 | 1,447,850.00 | 2,170,700.00 |
| 4/1/2025 | | | 701,100.00 | 701,100.00 | |
| 10/1/2025 | 755,000 | 6.000 | 701,100.00 | 1,456,100.00 | 2,157,200.00 |
| 4/1/2026 | | | 678,450.00 | 678,450.00 | |
| 10/1/2026 | 790,000 | 6.000 | 678,450.00 | 1,468,450.00 | 2,146,900.00 |
| 4/1/2027 | | | 654,750.00 | 654,750.00 | |
| 10/1/2027 | 825,000 | 6.000 | 654,750.00 | 1,479,750.00 | 2,134,500.00 |
| 4/1/2028 | | | 630,000.00 | 630,000.00 | |
| 10/1/2028 | 850,000 | 6.000 | 630,000.00 | 1,480,000.00 | 2,110,000.00 |
| 4/1/2029 | | | 604,500.00 | 604,500.00 | |
| 10/1/2029 | 880,000 | 6.000 | 604,500.00 | 1,484,500.00 | 2,089,000.00 |
| 4/1/2030 | | | 578,100.00 | 578,100.00 | |
| 10/1/2030 | 920,000 | 6.000 | 578,100.00 | 1,498,100.00 | 2,076,200.00 |
| 4/1/2031 | | | 550,500.00 | 550,500.00 | |
| 10/1/2031 | 960,000 | 6.000 | 550,500.00 | 1,510,500.00 | 2,061,000.00 |
| 4/1/2032 | | | 521,700.00 | 521,700.00 | |
| 10/1/2032 | 995,000 | 6.000 | 521,700.00 | 1,516,700.00 | 2,038,400.00 |
| 4/1/2033 | | | 491,850.00 | 491,850.00 | |
| 10/1/2033 | 1,035,000 | 6.000 | 491,850.00 | 1,526,850.00 | 2,018,700.00 |
| 4/1/2034 | | | 460,800.00 | 460,800.00 | |
| 10/1/2034 | 1,090,000 | 6.000 | 460,800.00 | 1,550,800.00 | 2,011,600.00 |
| 4/1/2035 | | | 428,100.00 | 428,100.00 | |
| 10/1/2035 | 1,145,000 | 6.000 | 428,100.00 | 1,573,100.00 | 2,001,200.00 |
| 4/1/2036 | | | 393,750.00 | 393,750.00 | |
| 10/1/2036 | 1,205,000 | 6.000 | 393,750.00 | 1,598,750.00 | 1,992,500.00 |
| 4/1/2037 | | | 357,600.00 | 357,600.00 | |
| 10/1/2037 | 1,255,000 | 6.000 | 357,600.00 | 1,612,600.00 | 1,970,200.00 |
| 4/1/2038 | | | 319,950.00 | 319,950.00 | |
| 10/1/2038 | 1,315,000 | 6.000 | 319,950.00 | 1,634,950.00 | 1,954,900.00 |
| 4/1/2039 | | | 280,500.00 | 280,500.00 | |
| 10/1/2039 | 1,380,000 | 6.000 | 280,500.00 | 1,660,500.00 | 1,941,000.00 |
| 4/1/2040 | | | 239,100.00 | 239,100.00 | |
| 10/1/2040 | 1,445,000 | 6.000 | 239,100.00 | 1,684,100.00 | 1,923,200.00 |
| 4/1/2041 | | | 195,750.00 | 195,750.00 | |
| 10/1/2041 | 1,520,000 | 6.000 | 195,750.00 | 1,715,750.00 | 1,911,500.00 |
| 4/1/2042 | | | 150,150.00 | 150,150.00 | |
| 10/1/2042 | 1,585,000 | 6.000 | 150,150.00 | 1,735,150.00 | 1,885,300.00 |
| 4/1/2043 | | | 102,600.00 | 102,600.00 | |
| 10/1/2043 | 1,670,000 | 6.000 | 102,600.00 | 1,772,600.00 | 1,875,200.00 |
| 4/1/2044 | | | 52,500.00 | 52,500.00 | |
| 10/1/2044 | 1,750,000 | 6.000 | 52,500.00 | 1,802,500.00 | 1,855,000.00 |
| TOTALS | 24,500,000 | | 18,662,033.33 | 43,162,033.33 | 43,162,033.33 |

EXHIBIT C

Form of Bond

**TOWNSHIP OF HAVERFORD
(DELAWARE COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, SERIES OF _____**

No. R- _____

\$ _____

Interest Rate

Maturity Date

Dated Date

CUSIP

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 April 1 and October 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 _____" (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 May 8, 2023 (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 Record Date or any date of selection of Bonds of such series 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.

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.

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 and attested by the manual or facsimile signature of the 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**

Dated:

By _____
Authorized Signature

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 Exhibit C Form of Bond]

VOTING CERTIFICATE

The undersigned Secretary of the Township of Haverford, Delaware County, Pennsylvania (the "Township"), DOES HEREBY CERTIFY that:

The foregoing Ordinance was duly enacted by a majority vote of all of the Board of Commissioners of the Township at a duly called and convened public meeting of said Board held on May 8, 2023; that public notice of said meeting was given as required by law; that the roll of the Board of Commissioners was called and such Board of Commissioners voted or were absent as follows:

| <u>Name</u> | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|---------------------|------------|-----------|----------------|---------------|
| Laura Cavender | | | | |
| Sheryl Forste-Grupp | | | | |
| Brian Gondek | | | | |
| Gerry Hart | | | | |
| C. Lawrence Holmes | | | | |
| Kevin McCloskey | | | | |
| Conor Quinn | | | | |
| Judy Trombetta | | | | |
| William F. Wechsler | | | | |

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 8th day of May 2023.

David R. Burman
Secretary

(TOWNSHIP SEAL)

ORDINANCE NO. P5-2023

**AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY,
COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 4,
ADMINISTRATION OF GOVERNMENT, PART 10, FISCAL AFFAIRS, SECTION 4-
1008, ESTABLISHMENT OF PURCHASING SYSTEM, TO ADOPT CERTAIN
PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC
CONTRACTS WITHIN THE TOWNSHIP; PROVIDING FOR CERTIFICATION
REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR
CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS ON PUBLIC
CONTRACTS; PROVIDING FOR PUBLIC CONTRACT REVIEW PROCEDURES;
DELETING SECTION 4-1008.E(1); REPEALING INCONSISTENT ORDINANCES OR
PARTS OF ORDINANCES; CONTAINING A SAVINGS CLAUSE AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to the Pennsylvania Statutes Title 53 P.S. Municipal and Quasi-Municipal Corporations § 56802, state competitive bidding law requires that most public works contracts be awarded to the lowest “*responsible*” bidder; and

WHEREAS, notwithstanding the importance of the “*responsible*” bidder requirement, there is very limited guidance for defining the term “*responsible*” in relevant statutes, regulations or case law, and, therefore, prudent procurement and contracting policy dictates that this term should be more specifically defined; and in doing so, available guidance regarding the general meaning of the “*responsible*” contractor term should be followed, which typically relates to the technical qualifications and other capabilities relating to a contractor’s ability to successful delivery public works; and

WHEREAS, many states and local jurisdictions in the U.S. face critical contracting needs now and in the future, including those for public works and infrastructure projects, that will require significant efforts to plan, manage and oversee major capital investments in both the short and long term; and

WHEREAS, in undertaking its infrastructure and other public works projects, the Township seeks to utilize reliable and efficient procurement procedures that will help ensure that its such projects are delivered with reasonable certainty, in a safe, timely manner, and in accordance with contract specifications and applicable industry codes at the lowest overall cost and best value; and

WHEREAS, securing successful delivery of projects in the construction industry is particularly difficult due to the unique, complex, unpredictable and inherently dangerous nature of the industry, wherein errors in project planning or execution can result in serious health and safety risks to project workers and/or the general public, significant and avoidable cost overruns, flawed or inferior projects, and disruptions in performance schedules that delay the availability and use of critical government facilities;

WHEREAS, the Haverford Township Board of Commissioners wishes to revise its procurement standards for public works construction to address these findings and considerations, limit project delivery risks and protect its financial and proprietary interests, and better ensure efficient procurement and successful delivery of these projects; and

WHEREAS, the Haverford Township Board of Commissioners is duly empowered to enact certain laws needed to protect its proprietary and financial interests relating to major capital investments it makes in public works contracts, and to protect the public health, safety and welfare of its residents;

WHEREAS, the Board of Commissioners has significant concerns regarding the challenges it faces in planning and executing public works construction and maintenance projects, especially those relating to its ability to ensure the use of qualified contractors and subcontractors and adequate numbers of skilled craft personnel who have industry-recognized training in the respective trades needed for public works projects;

WHEREAS, that Haverford Township Board of Commissioners is committed to addressing the challenges it faces relating to public works projects by enacting necessary and appropriate procurement legislation to protect its proprietary and financial interests and create adequate safeguards to ensure the successful delivery of such projects to the fullest extent possible; and,

NOW, THEREFORE, BE IT RESOLVED and ENACTED by the Board of Commissioners of Haverford Township, as follows:

SECTION 1. CODE AMENDMENT.

A. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E, to provide for a new Subsection E(4) to provide as follows:

(4) Responsible Contractor Bidding Requirements.

(a) Purpose.

Haverford Township recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform such contracts in a timely, reliable and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for these public contracts and to protect the Township's investments in such contracts, prospective contractors and subcontractors should be required to meet pre-established, clearly defined, minimum qualification standards regarding past project performance in terms of competency, safety and law compliance, technical abilities, experience, and adequacy of resources.

Further, due to the critical impact that skilled craft labor has on the execution of public works projects, and the increasingly limited availability of such labor, it is necessary to require contractors and subcontractors to participate in proven apprenticeship training programs as a condition of bidding to promote successful project delivery and help ensure future workforce development.

Therefore, the Township shall require compliance with the provisions of these Responsible Contractor Bidding Requirements by business entities seeking to provide services as specified herein. The requirements of these requirement are intended to supplement, not replace, existing contractor qualification standards or other criteria currently required by the Township. However, in the event that these requirements conflict with any law, public policy, or contracting documents of the Township, these Responsible Contractor Bidding Requirements shall prevail.

(b) Responsible Contractor Requirements.

[1] These Responsible Contractor Bidding Requirements set forth herein shall apply to public works projects valued at \$100,000 or more undertaken by the Township for construction, demolition, alteration, renovation, modernization, service or maintenance of buildings, structures or facilities. All contractors and subcontractors of any tier that perform work on such projects, regardless of value of individual contract or subcontract packages shall meet the requirements herein.

[2] All firms engaged in public works contracts subject to these Responsible Contractor Requirements, including general contractors, construction managers, other lead or prime contractors, and subcontractors at any level, shall be qualified, responsible contracting firms that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding or otherwise participating in public works contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.

[3] The firm will pay all craft employees on the project, at a minimum, the applicable prevailing wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with 43 PA. CONS. STAT. § 165-1 *et. seq.*

(c) Contractor Responsibility Certifications.

[1] As a condition of performing work on a public works contract subject to these Responsible Contractor Bidding Requirements, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits a bid for contract.

[2] The Contractor Responsibility Certification shall be completed on a form provided by the Township and shall reference the project for which a bid is being submitted by name and contract or project number.

[3] In the Contractor Responsibility Certification, the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

- i. The firm and its employees have all licenses, registrations, certificates or other credentials required by federal, state, or county law and the laws of the Township including but not limited to: licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations, certificates for any type of construction or maintenance trade work or specialty work which the firm seeks to self-perform.
- ii. The firm meets the bonding requirements for the contract required by applicable law or contract specifications, and any insurance requirements, as well as applicable insurance requirements for the contract, including general liability, workers compensation and unemployment insurance.
- iii. The firm has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.
- iv. The firm has not defaulted on any project in the past three years.
- v. The firm has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three years.
- vi. The firm and its principals/owners have not been convicted of any crime relating to its contracting business in the past ten (10) years.
- vii. Within the past three years, the firm has not been found in violation of any law applicable to its contracting business, including, but not limited, to licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.
- viii. The firm will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement.
- ix. The firm shall ensure that all craft labor it employs on the project will have completed, prior to working on the project the OSHA10-hour training course established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one person on the project has completed the OSHA 30-hour construction training course established by the U.S. Department of Labor.
- x. The firm participates in a Class A Apprenticeship Training Program, as defined below, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. This requirement, along with the requirements specified in subsection xi below of these Responsible Contractor Bidding Requirements help ensure that workers

employed on the project are participants in or graduates of bona fide apprenticeship training programs in each trade or craft in which their services are utilized, as evidenced by the fact that the program is registered with federal or state government and has been in continuous existence for no fewer than five (5) years prior to the project relating to the certification.

1. For purposes of this section, a Class A Apprenticeship Program is an apprenticeship program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years. This may be an apprenticeship program subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), or a non-ERISA program.
 2. To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed.
-
- xi. The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journey person workers who have successfully completed a Class A Apprenticeship Program, as defined in subsection x above, or apprentices registered in such programs. The apprenticeship participation of specified by this section must be in the same trade or craft for which the workers are employed on the project.
 - xii. The firm shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training or shall use qualified subcontractors to meet these requirements.
 - xiii. The firm shall pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.
 - xiv. The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors.
 - xv. The firm shall notify the Township within seven days of any material changes in its operation that relate to any matter attested to in this certification.

[4] Execution of the Contractor Responsibility Certification required by these Responsible Contractor Bidding Requirements shall not establish a presumption of contractor responsibility, and the Township may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including information regarding the firm's technical qualifications, financial capacity or other resources and performance capabilities. The Township may require that such information be included in a separate Statement of

Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.

[5] The submitting firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information as specified in Subsection (e) below, Subcontractor Responsibility Requirements.

[6] If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach an appendix to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

[7] If a firm fails to provide a Contractor Responsibility Certification required by this section in any bid to the Township, such failure shall constitute grounds to reject such bid as non-compliant with these requirements and shall disqualify such firm from bidding. No action of any nature shall lie against the Township because of its refusal to accept or award a bid for failing to provide information required by this section.

(d) Notice of Intent to Award Contract.

[1] After it has received bids for a project, the Township shall issue a Notice of Intent to Award Contract to the firm that has submitted the lowest responsive and responsible bid.

[2] Such Notice shall be issued immediately or as soon as practicable after bids are opened and shall stipulate that the contract award is conditioned on the issuance of a written Contractor Responsibility Determination for the firm as required by subsection (f) below (Contractor Responsibility Review and Determination), compliance with Subcontractor Certifications required by subsection (e) below (Subcontractor Responsibility Requirements), and any other qualification standards required by the Township.

(e) Subcontractor Responsibility Requirements.

[1] Within fourteen (14) days of receiving a Notice of Intent to Award Contract, the prospective awardee shall submit a Subcontractor List, which provides the names and addresses of the subcontractors it will use on the project, the scope of work assigned to each subcontractor, and Subcontractor Responsibility Certifications as required by this section.

[2] The prospective awardee shall not be permitted to use a subcontractor on any work performed for the Township unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of these Responsible Contractor Bidding Requirements.

[3] At the time a prospective awardee submits the Subcontractor List, all subcontractors will be identified on the Subcontractor List submitted by any bidder and Subcontractor

Responsibility Certifications shall be submitted with supporting documentation by a prospective awardee to the Township.

[4] A prospective awardee shall determine whether any firm on its Subcontractor List is organized as a sole proprietorship owned and operated by a single person. This shall apply to subcontractors at any tier. For any such entity, the prospective awardee shall ensure that the sole proprietorship subcontractor is a legitimate business entity and not a misclassified employee by requiring the subcontractor to supplement its Subcontractor Certification with its Employer Identification Number and copies of any license, certificate or registration it is required to maintain in to do business in the state in which it is located.

[5] At the time a prospective awardee submits the Subcontractor List, it shall also submit Subcontractor Responsibility Certifications for all listed subcontractors to the Township. Subcontractor Responsibility certifications must be executed by the respective subcontractors on forms prepared by the Township and shall contain the same information and representations required in Contractor Responsibility Certifications, including verifications of apprenticeship qualifications as required in subsection (c)[3]xi above, for each trade or classification of craft workers it will employ on the project.

[6] Subcontractor Responsibility Certifications shall be executed by a person having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

[7] A subcontractor listed on a firm's Subcontractor List shall not be substituted unless written authorization is obtained from the Township and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.

[8] In the event that the Township determines that a subcontractor fails to meet the requirements of these Responsible Contractor Bidding Requirements or is otherwise determined to be non-responsible, it may, after informing the prospective awardee, exercise one of the following options:

- i. Permit the awardee to substitute a qualified, responsible subcontractor in accordance with the requirements of this section, upon submission of a completed Subcontractor Certification for the substitute and approval of the substitute by the Township.
- ii. Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or
- iii. Disqualify the prospective awardee.

[9] In the event a subcontractor is disqualified under these Responsible Contractor Bidding Requirements, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of claim against the Township on the basis of a subcontractor disqualification.

(f) Contractor Responsibility Review and Determination.

[1] After the Township has issued a Notice of Intent to Award Contract to the lowest responsible bidder, it shall undertake a contractor responsibility review process to determine whether the firm is a qualified, responsible firm in accordance with the requirements of these Responsible Contractor Bidding Requirements, this Part, and other applicable laws and regulations. The time frame for conducting this review process shall be as determined by the Township.

[2] As part of the review process, the Township shall ensure that the Contractor Responsibility Certification, the Subcontractor List, the Subcontractor Responsibility Certifications, and all applicable supporting information comply with the requirements of these Responsible Contractor Bidding Requirements.

[3] The Township of Haverford Township may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the Township may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

[4] If at the conclusion of its internal review, the Township determines that all responsibility certifications have been properly completed and executed, and if the Township concludes that the qualifications and background of the prospective awardee and the firms on its Subcontractor List are satisfactory to deem the firms as responsible contractors under these requirements, the Township shall issue a written Contractor Responsibility Determination verifying that the prospective awardee is a qualified, responsible and responsive contractor.

[5] In the event a firm is determined to be non-responsible, the Township shall notify the firm and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project. A Responsibility Determination may be revoked at any time if the Township obtains relevant information warranting any such revocations.

(g) Execution of Final Contract and Public Review.

[1] A contract subject to these Responsible Contractor Bidding Requirements shall not be executed until all requirements of these requirements have been fulfilled and until a Contractor Responsibility Determination has been issued by the Township pursuant to subsection (f) above.

[2] Prior to the execution of a final contract under this Part, the Township shall publicly post the Notice of Intent to Award, Contractor and Subcontractor Responsibility Certifications, Subcontractor Lists, related supporting documentation and the Contractor

Responsibility Determination on a publicly available website for public inspection for a period of ten (10) calendar days after the issuance of the Contractor Responsibility Determination.

(h) False, Incomplete or Misleading Responsibility Certifications.

If the Township determines that a Contractor Certification, Subcontractor List, or Subcontractor Responsibility Certification contains false or misleading information that was provided knowingly or with reckless disregard for the truth, or omits material information knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be disqualified from the project and shall be prohibited from performing work for the Township for a period of three (3) years. The Township may withhold payment of any monies due to the firm as damages and impose other applicable penalties and sanctions, including contract termination, as permitted by law or contract.

(i) Emergencies.

Should Haverford Township determine, in accordance with the provisions of the Township Charter, Section 4-1008(F) below, and/or First Class Township Code, that emergency circumstances exist pursuant to the conditions set forth in Section 4-1008(F)(1) below, then the Township may award a procurement contract without application of the terms of these Responsible Contractor Bidding Requirements.

B. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(1) is hereby deleted and held in reserve.

C. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(2) is hereby amended as follows:

- (1) Disqualification of bidders. A bidder may be disqualified for reasons including but not limited to the following:
 - (a) Previous unsatisfactory experience with the bidder by the Township or other recipient of the bidder's goods or services.
 - (b) Failure to submit a bid on two successive occasions.
 - (c) False or misleading statements about a product or service.
 - (d) An attempt by a bidder to influence the purchase of goods or services by the Township through a gift, gratuity, favor or benefit or promise thereof to a Township officer or employee.
 - (e) Collusion with another bidder in an attempt to regulate the price, quality or availability of goods or services to the detriment of the Township.

- (f) When applicable, the bidder provides false or misleading information in violation of Subsection E(4)(h) below.

D. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(3) is hereby amended as follows:

(2) Invitation to bid.

(a) (Reserved)

- (b) An invitation to bid shall be sent by mail to all vendors appearing on the bidders list for the item to be purchased. The invitation shall include the following:

[1] A basic description of the item to be purchased.

[2] The quantity to be purchased.

[3] A copy of the specification and bid documents or instructions on the method by which they may be obtained.

[4] The date, time and place of the bid opening.

[5] When applicable, that a Contractor Responsibly Certification is required.

[6] Any other specific requirements.

SECTION 2. REPEALER. In addition to the above, all other ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed. Further, it is understood and intended that all other sections, parts, provisions, and ordinances that are not otherwise specifically in conflict with or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

SECTION 3. SEVERABILITY. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude, or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

SECTION 4. FAILURE TO ENFORCE NOT A WAIVER. The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective 10 days following final adoption by the Board of Commissioners and publication as required by law.

APPROVED and ADOPTED this _____ day of _____, 2023.

ATTEST:

TOWNSHIP OF HAVERFORD

By: _____

**David R. Burman,
Township Manager/Secretary**

By: _____

**C. Lawrence Holmes
President,
Board of Commissioners**

ORDINANCE NO. P6-2023

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 the Pembroke Road side of 255 Kathmere 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 May, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION 2305-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Free Library Renovations

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 for general government services under the Revenue Replacement category of allowable spending; and,

WHEREAS, the Board of Commissioners has identified the Haverford Township Free Library Renovation as a project within its adopted 2023 budget and 2023-2026 capital improvement plan; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby authorizes the designation of \$3,000,000 of the Township's American Rescue Plan Fund allocation to assist with funding of the Haverford Township Free Library Renovation project.

RESOLVED THIS 10th day of April, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION 2306-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Senior Initiatives

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 invest in public health improvements, economic recovery and development, services to disproportionately affected communities, and general government services, among other allowable purposes; and,

WHEREAS, the Board of Commissioners desires to make financial investments in certain Township initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- Senior Citizens' 2023 Volunteer Expo to be held on May 31, 2023 and a Coffee/Open House to be held in the Fall of 2023, at an amount not to exceed \$6,000 as approved in the 2023 Budget

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.

RESOLVED THIS 10th day of April, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION 2307-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Various Spending Initiatives

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 invest in public health improvements, economic recovery and development, services to disproportionately affected communities, and general government services, among other allowable purposes; and,

WHEREAS, the Board of Commissioners desires to make improvements and financial investments in several Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- Engineering and Construction Costs for the Brookline Boulevard Sanitary Sewer Replacement in an amount not to exceed \$375,000

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.

RESOLVED THIS 10th day of April, 2023.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, 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

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ.
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVTT 13241

March 29, 2023

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

**RE: Brookline Boulevard Sanitary Sewer Replacement
Contract No. SS-46**

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Wednesday, March 29, 2023 at 1:00 p.m. for the above referenced contract. The low bidder was N. Abbonizio Contractors, Inc. of Conshohocken, PA, in the amount of \$331,785.00. N. Abbonizio Contractors has completed numerous projects for the Township in the past, and we have found their work to be satisfactory.

We recommend the Township consider awarding the contract to N. Abbonizio Contractors, Inc. in the amount of \$331,785.00 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/rg

The Township of Haverford
 Tabulation of Bids Received Until 1:00 PM
 Prevailing Time on March 29, 2023

CONTRACT NO. SS-46
 BROOKLINE BOULEVARD
 SANITARY SEWER REPLACEMENT

N. Abbonizio Contractors, Inc.
 1290 Conaheocken Road
 Conshohocken, PA 19428

Eagle Contracting Inc.
 1150 Boot Road
 Downingtown, PA 19335

A. Gargiulo & Sons Inc.
 843 Creek Road
 Brookhaven, PA 19015

MDR Construction Services, Inc.
 139 Schoolhouse Lane
 Glen Mills, PA 19342

| ITEM NO. | ESTIMATED QUANTITY/UNIT | DESCRIPTION | N. Abbonizio Contractors, Inc. | | Eagle Contracting Inc. | | A. Gargiulo & Sons Inc. | | MDR Construction Services, Inc. | |
|----------------------------|-------------------------|---|--------------------------------|---------------|------------------------|---------------|-------------------------|---------------|---------------------------------|---------------|
| | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 46-1 | 1 LS | Maintenance and Protection of Traffic | \$37,340.00 | \$ 37,340.00 | \$85,000.00 | \$ 85,000.00 | \$75,000.00 | \$ 75,000.00 | \$115,000.00 | \$ 115,000.00 |
| 46-2 | 1 LS | Connection to Existing Manholes | \$9,175.00 | \$ 9,175.00 | \$8,250.00 | \$ 8,250.00 | \$10,000.00 | \$ 10,000.00 | \$10,000.00 | \$ 10,000.00 |
| 46-3 | 350 LF | Replacement of Existing Sewer Main | \$290.00 | \$ 101,500.00 | \$600.00 | \$ 210,000.00 | \$550.00 | \$ 192,500.00 | \$475.00 | \$ 166,250.00 |
| 46-4 | 650 LF | Replacement of Sewer Laterals | \$195.00 | \$ 127,400.00 | \$125.00 | \$ 81,250.00 | \$500.00 | \$ 325,000.00 | \$486.00 | \$ 321,790.00 |
| 46-5 | 570 SY | Paving Restoration | \$66.00 | \$ 37,620.00 | \$80.00 | \$ 45,600.00 | \$175.00 | \$ 99,750.00 | \$120.00 | \$ 68,400.00 |
| 46-6 | 150 CY | Miscellaneous Excavation and Backfill with PennDOT 2A Stone | \$125.00 | \$ 18,750.00 | \$35.00 | \$ 5,250.00 | \$100.00 | \$ 15,000.00 | \$450.00 | \$ 67,500.00 |
| TOTAL BID | | | \$331,765.00 | | \$415,350.00 | | \$717,250.00 | | \$749,900.00 | |
| Acknowledge Addendum No. 1 | | | Yes | | Yes | | Yes | | Yes | |
| Bid Security | | | Yes | | Yes | | Yes | | Yes | |

We Declare this to be a true Tabulation of Bids
 Received on March 29, 2023 by the Township of Haverford
 for Contract No. SS-46 Brookline Boulevard Sanitary Sewer Replacement

PENNONI ASSOCIATES INC.

 David Pennoni, P.E., PENNA.REG.NO. 039235-E

HAVERFORD TOWNSHIP MEMORANDUM

DATE: March 29, 2023
TO: David R. Burman, Township Manager
FROM: Brian Barrett – Director of Parks and Recreation
SUBJECT: Sound curtains for Paddock pickleball courts

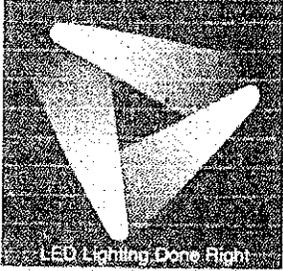
Attached is a quote from JMC Lighting LLC for sound proofing curtains for Paddock Pickle Ball courts. The curtains will cover 213' of fencing in panels 10' x 3'. The quote is for \$17,712.

The Recreation Department acquired two quotes for this product with JMC Lighting being less expensive. The other quote was from Acoustiblok and the total was \$25,974.80. The funding for this comes from the ARPA

If there are any questions, I will be on hand for the Board of Commissioner work session.

JMC Lighting LLC

& ACOUSTICS NOISE REDUCTION



Invoice 8390

March 30, 2023

Haverford Township
1 Hilltop Road
Havertown, PA. 19083
ATTN: Brain Barrett, Director of Park
and Recreation

| Description | Quantity | Unit Price | Cost |
|--|----------|------------|-------------|
| SOUND PROOFING CURTAINS NOISE BARRIER W/QUILTED ABSORBER ON ONE SIDE AND ALL EDGES BOUND W/GORE TENERA THREAD, PVS MESH TARPULIN, FABRICATED W/GROMMETS ACROSS THE TOP AND BOTTOM, COLOR FORREST GREEN AND BLACK | | | \$17,712.00 |
| 216 FT 10 by 3 | | | |
| | | | |
| | | | |
| Shipping Included | | | |
| | | | |
| | | Total | \$17,712.00 |

Terms and Conditions

Payment To:
JMC Lighting LLC
29 Kilkenny Ct
Alameda, CA 94502
415-518-8862

Scope of Work:

JMC Lighting LLC will deliver 216FT. of The Pickle Noise Block Sound Proofing Curtains. The delivery will start at the agreed upon time or no more than 4 to 6 weeks from contract date. JMC Lighting follows all OSHA Standards and Regulations.

Warranties:

5 years on Materials.

Terms:

The Customer will receive a final invoice upon receiving The Pickle Noise Block Sound Proofing Curtains. A 10% down payment is required before shipping. The balance is due 10 days after delivery. I, the Customer, understand and agree to all of Terms and Conditions stated on this agreement by signing. I, the Customer, have read and understood the Terms stated and agree to the total price and quantity of materials for this project. The price in this proposal/agreement may be subject to change upon additional work, change order and /or specific material ordered by the customer.

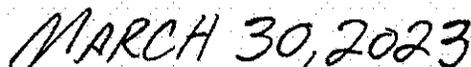
Pricing is good for 90 Days from March 30, 2023.

- Thank you for your consideration and the opportunity to serve The Pickle Ball Project.

Customer Signature

Date


Joshua M. Conlin
JMC Lighting LLC
415-518-8862
conlinjoshuam@gmail.com
www.jmclightingllc.com


Date



Estimate

Date Feb-27-2023

Estimate # CO10043881
(Valid for 60 days)

Sales Rep comeara@acoustiblok.com

Bill to:

Haverford Township
Brian Barrett

Township Building | 1014 Darby Road
Havertown, PA 19083

EM: bbarrett@havtwp.org

Ship to:

Haverford Township
Brian Barrett

1 Hilltop Road
Havertown, PA 19083
USA

PH:610-446-9397

Remit to:

Acoustiblok, Inc.
6900 Interbay Blvd
Tampa, Florida USA 33616
P:(813)980-1400
F:(813)549-2653

| P.O.# | Sales Rep | Terms | EST Ship Date | F.O.B | Ship Via | Ship Notes | EST Weight |
|-------|-----------|-------|---------------|-----------|-------------|------------|------------|
| | CO | | | Tampa, Fl | FreightWise | Lift | 2485 |

| Qty | Item | Description | Unit Price | Total Price |
|-----|-------------|--|------------|-------------|
| 1 | ProjectName | Pickleball Court - Black | \$0.00 | \$0.00 |
| 1 | Notes | The following is for the 47' 5" section | \$0.00 | \$0.00 |
| 8 | AF6-VS6XLB | NEW, Patented Industrial Acoustifence® Vertical Section 6 ft x 10 ft x 1/8 in thick; internally reinforced, Black; approx. 6 lbs. per linear ft, grommets 8 in. apart on top, 6 in. apart on sides and a pair 3 in. apart centered every 18 in., 6 in. up from bottom. Includes 250LB silver stainless steel cable ties(Black are available at \$ 1.99 each). (sold by linear ft.) AF6 material > 200mph wind load tested. Foliage overlay available. Industrial product may have minor blemishes. SEE INSTALLATION SUGGESTIONS. | \$650.00 | \$5,200.00 |
| 1 | AF6-VS6XLB | CUSTOM VERTICAL NOISE CURTAIN Acoustifence® Vertical Section 9 in. W x 10 ft. H x 1/8 in thick; internally reinforced, BLACK | \$150.00 | \$150.00 |
| 1 | Notes | The following is for the 53' 5" section | \$0.00 | \$0.00 |
| 9 | AF6-VS6XLB | NEW, Patented Industrial Acoustifence® Vertical Section 6 ft x 10 ft x 1/8 in thick; internally reinforced, Black; approx. 6 lbs. per linear ft, grommets 8 in. apart on top, 6 in. apart on sides and a pair 3 in. apart centered every 18 in., 6 in. up from bottom. Includes 250LB silver stainless steel cable ties(Black are available at \$ 1.99 each). (sold by linear ft.) AF6 material > 200mph wind load tested. Foliage overlay available. Industrial product may have minor blemishes. SEE INSTALLATION SUGGESTIONS. | \$650.00 | \$5,850.00 |
| 1 | AF6-VS6XLB | CUSTOM VERTICAL NOISE CURTAIN Acoustifence® Vertical Section 11 in. W x 10 ft. H x 1/8 in thick; internally reinforced, BLACK | \$120.00 | \$120.00 |
| 1 | Notes | The following is for the (2) 57' 7" sections Each section gets (9) full curtains and (1) custom curtain | \$0.00 | \$0.00 |
| 18 | AF6-VS6XLB | NEW, Patented Industrial Acoustifence® Vertical Section 6 ft x 10 ft x 1/8 in thick; internally reinforced, Black; approx. 6 lbs. per linear ft, grommets 8 in. apart on top, 6 in. apart on sides and a pair 3 in. apart centered every 18 in., 6 in. up from bottom. Includes 250LB silver stainless steel cable ties(Black are available at \$ 1.99 each). (sold by linear ft.) AF6 material > 200mph wind load tested. Foliage overlay available. Industrial product may have minor blemishes. SEE INSTALLATION SUGGESTIONS. | \$650.00 | \$11,700.00 |
| 2 | AF6-VS6XLB | CUSTOM VERTICAL NOISE CURTAIN Acoustifence® Vertical Section 61 in. W x 10 ft. H x 1/8 in thick; internally reinforced, BLACK | \$650.00 | \$1,300.00 |



Made in the U.S.A



All U.S. Materials for over 20 years



"a NASA Spinoff listed company"

Estimate

Date Feb-27-2023

Estimate # CO10043881
(Valid for 60 days)

Sales Rep comcara@acoustiblok.com

| Qty | Item | Description | Unit Price | Total Price |
|------|-------------------|--|------------|-------------|
| 1 | Notes | The following is for the Gate | \$0.00 | \$0.00 |
| 1 | AF6-VS6XLB | CUSTOM VERTICAL GATE COVER AcoustiFence® Vertical Section 30 in. W x 80 in. H x 1/8 in thick; internally reinforced, BLACK | \$420.00 | \$420.00 |
| 1531 | AF-GHP | AcoustiFence grommet hole plugs. VERY essential, considering how much sound comes out of your cell phone's extremely small speaker holes and the grommet holes are many times larger with approximately 100 in each fence. | \$0.25 | \$382.75 |
| 1 | Notes | Please include 1,236 - 14" stainless steel wire ties at n/c | \$0.00 | \$0.00 |
| 1 | DISCLAIMER-AFAD | AcoustiFence Acoustical Disclaimer-Outdoor Noise is only capable of being reduced; it is impossible to totally stop. Your noise reduction is relevant to many variables, i.e., surrounding noise reflecting objects like buildings or trees, elevations of listener vs. noise source, noise frequencies, wind, or the height of the AcoustiFence noise barrier. | \$0.00 | \$0.00 |
| 1 | DISCLAIMER-AFSD | Structural integrity of installation & structure the AcoustiFence is attached to, is entirely the responsibility of the customer. Wind can be dangerous on large surface areas. Consult with proper engineering to determine safest fence structure and installation, even if using our install suggestions, from various customers. Installation/maintenance in windy conditions can be dangerous and should not be done. | \$0.00 | \$0.00 |
| 1 | DISCLAIMER-FRT 01 | Acoustiblok Inc. makes no guarantee nor assumes ANY liability whatsoever relative to shipping out or arrival times of shipments. Customer/consignee agrees to be responsible for storage and return freight charges for shipment not picked up or accepted. Customer must have ability to unload product, i.e. fork lift if lift gate not included in freight charge or noted on this document. Freight charges subject to change due to fuel index. | \$0.00 | \$0.00 |
| 1 | FRGHT-FreightWise | \$852.05 2465# (2)pallets 75x51 78x36 Multi rolled Limited access Lift gate Delivery appt 3-4 Business days est transit | \$852.05 | \$852.05 |

Note: "TAKE OFF OR QUANTITY OF MATERIALS IS THE RESPONSIBILITY OF PURCHASER"
Black

Subtotal: \$25,974.80
Sales Tax: \$0.00
Total: \$25,974.80

Signature below indicates acceptance of this Estimate including terms and conditions www.acoustiblok.com. Signing for Acoustiblok, Inc. *Lahnie Johnson* Lahnie Johnson, President. All sales final. No refunds/credits. No other warranties implied or verbal agreements beyond this contract. Estimates of quantities required or shipping times are only estimates. "Soundproof" is a degree of sound reduction impossible to be 100%.

Personal Signature: _____ Print Name _____ Date _____

Title _____

PUBLIC HEARING – 6:15 P.M. “TEFRA Hearing (2023 Bond Issue)”

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
MONDAY, APRIL 10, 2023 - 7:00 PM**

1. Opening of Meeting –

- a. Roll Call
- b. Pledge of Allegiance

2. Promotion: Information Technology Department

Motion: to approve Township Manager’s appointment of Paul Hileman as Director of Information Technology.

Voting order 1 2 3 5 7 8 9 4 6

3. Proclamation: Annual Arbor Day Remembrance

4. Presentation by: Brookline Park Planning Committee

5. Citizens Forum - 20 Minutes Registered Speakers - Agenda Items Only

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 March 13, 2023

Motion to approve the Regular Meeting Minutes of March 13, 2023.

Voting order 1 2 3 5 7 8 9 4 6

10. Approval of Warrants

Motion: to approve the following warrant #4-2023 totaling \$5,639,209.22

General & Sewer fund Payroll for March 16, 2023 in the amount of \$740,319.75

General fund Payroll for March 30, 2023 in the amount of \$817,659.52

General Fund disbursements #4-2023 in the amount of \$3,335,596.99

Sewer Fund disbursements #4-2023 in the amount of \$280,792.73

Community Development Block Grant Fund disbursement #4-2023

in the amount of \$101,750.14

Capital Projects Fund disbursement #4-2023 in the amount of \$341,235.95

American Rescue Plan Fund disbursement #4-2023 in the amount of \$16,245.47

Credit Card Statement ending March 27, 2023 in the amount of \$5,608.67

Voting order 1 2 3 5 7 8 9 4 6

11. Ordinance No. P4-2023

2023 Bond Issue (1st Reading)

Motion: to adopt the first reading of Ordinance No. P4-2023 AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,500,000; 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; SETTING FORTH PARAMETERS FOR THE MAXIMUM PRINCIPAL MATURITY AMOUNTS AND DATES AND MAXIMUM INTEREST RATES AND OTHER DETAILS OF THE BONDS; AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM FOR THE BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS BY PRIVATE NEGOTIATED SALE 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; PROVIDING FOR A SINKING FUND FOR EACH SERIES OF THE BONDS; PROVIDING FOR A CONSTRUCTION FUND AND REBATE FUND FOR EACH SERIES OF THE BONDS; MAKING CERTAIN COVENANTS 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; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING MUNICIPAL BOND INSURANCE; 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 OF THE TOWNSHIP; AUTHORIZING PUBLIC HEARINGS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

Voting order 1 2 3 5 7 8 9 4 6

12. Ordinance No. P5-2023 Responsible Contractors (1st Reading)

Motion: to adopt the first reading of Ordinance No. P5-2023 , AMENDING CHAPTER 4, ADMINISTRATION OF GOVERNMENT, PART 10, FISCAL AFFAIRS, SECTION 4-1008, ESTABLISHMENT OF PURCHASING SYSTEM, TO ADOPT CERTAIN PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC CONTRACTS WITHIN THE TOWNSHIP; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS ON PUBLIC CONTRACTS; PROVIDING FOR PUBLIC CONTRACT REVIEW PROCEDURES; REPEALING INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; CONTAINING A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Voting order 1 2 3 5 7 8 9 4 6

13. Ordinance No. P6-2023 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P6-2023 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of the Pembroke Road side of 255 Kathmere Road

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2305-2023 \$3,000,000 ARPA Allocation – Library Renovation Project

Motion: to adopt Resolution No. 2305-2023 that the Board of Commissioners of Haverford Township hereby authorizes the designation of \$3,000,000 of the Township’s American Rescue Plan Fund allocation to assist with funding of the Haverford Township Free Library Renovation project.

Voting order 1 2 3 5 7 8 9 4 6

15. Resolution No. 2306-2023 American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Senior Initiatives

Motion: to adopt Resolution No. 2306-2023 that the Board of Commissioners desires to make financial investments in certain Township initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury’s Final Rule, as follows:

- Senior Citizens’ 2023 Volunteer Expo to be held on May 31, 2023 and a Coffee/Open House to be held in the Fall of 2023, at an amount not to exceed \$6,000 as approved in the 2023 Budget: and that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township’s American Rescue Plan Fund allocation for the above referenced projects and initiatives.**

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2307-2023 American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Initiatives

Motion: to adopt Resolution No. 2307-2023 that the Board of Commissioners desires to make financial investments in certain Township initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury’s Final Rule, as follows:

- **Engineering and Construction Costs for the Brookline Boulevard Sanitary Sewer Replacement in an amount not to exceed \$375,000; and that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township’s American Rescue Plan Fund allocation for the above referenced project and initiative.**

Voting order 1 2 3 5 7 8 9 4 6

17. Settlement Agreement

Motion: to approve settlement agreement and service connected disability pension for a Haverford Police Officer

Voting order 1 2 3 5 7 8 9 4 6

Settlement Agreement - Township Administration Building:

Motion: to ratify settlement agreement for water claims and punch list issues (not including the facade)

Voting order 1 2 3 5 7 8 9 4 6

18. Contract

Brookline Boulevard Sanitary Sewer

Motion: to award the Brookline Boulevard Sanitary Sewer Contract to N. Abbonizio Contractors, Conshohocken, PA, in the amount of \$331,785.00; submitting the lowest responsible bid.

Voting order 1 2 3 5 7 8 9 4 6

19. Purchase

Parks and Recreation

Sound Proofing Curtains for Paddock Pickleball Courts

Motion: to authorize the purchase of Sound Proofing Curtains for Paddock Pickleball Courts for Paddock Field to JMC Lighting, LLC, Alameda, CA, in the amount of \$17,712.00; submitting the lowest responsible quote. This will be paid for from ARPA money.

Voting order 1 2 3 5 7 8 9 4 6

20. Appointments:

Civil Service Commission Alternate (6 Year Term)

Motion: to appoint _____ to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Voting order 1 2 3 5 7 8 9 4 6

Human Relations Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2025.

Voting order 1 2 3 5 7 8 9 4 6

Ice Rink Advisory Board

Motion: to appoint _____ to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Shade Tree Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Voting order 1 2 3 5 7 8 9 4 6

Senior Citizens Advisory Board

Ward 6

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

22. New business

23. Other business

24. Adjourn

Proclamation ARBOR DAY

- 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,** this 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 our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,** trees in our city 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, the 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, parks 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 10th day of April, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.
President

Attest: David R. Burman
Township Manger/Secretary

MINUTES

REGULAR MEETING
Board of Commissioners
Commissioners Meeting Room

March 13, 2023
Monday, 7:00 p.m.
Township of Haverford

1. Opening of Meeting – President of the Board, Larry Holmes, opened the meeting.

The Board met in Executive Session prior to the meeting to discuss a legal matter.

- a. Roll Call – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Dan Mariani, Public Works Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Pennoni Associates.

- b. Pledge of Allegiance

2. Presentation by Congresswoman Mary Gay Scanlon - Haverford Township Library \$2 million-dollar grant recipient

3. Proclamation: Women's History Month Proclamation proclaimed by Commissioner Cavender

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

Jake Swann – 520 Oakley Road

Mr. Swann announced that the Brynford Civic Association established a Task Force.

Todd Hall – Country Club Lane

Mr. Hall topics pertained to the Library and the registration process. The Library Board has been meeting Zoom. Hybrid should be used.

END OF REGISTERED SPEAKERS

Open Forum

Dory Doughty – Merwood Park section

She offered congrats to the Library for receiving the \$2mm grant. She also asked about the library renovations project budget and timeline from 2010 to today.

Paul Addis – 380 Exeter Road

Mr. Addis offered his negative comments regarding the library renovation project. He stated that the former township building should be utilized for meeting rooms. The project is placing more financial stress upon us. A project that went from \$12mm to 20mm and the parking spot situation is still not clarified.

Mr. Milani – Annabella Avenue

Mr. Milani couldn't agree more with Mr. Addis' comments. He asked if the \$2mm grant came with any strings attached.

He also commented on Women's History month.

End of Citizens Forum

Commissioner Holmes stated that the Board is transparent and are using the same protocol as they did with the building of the CREC and the new Administration/Police Department.

In response to Mr. Addis – the Zoning Hearing Board and this Board are completely independent of each other.

There are no strings attached to the \$2mm grant received from Congresswoman Scanlon. The township has also received a \$1mm grant from the state.

5. **Bureau of Fire Update** – Commissioner Wechsler provided the Bureau of Fire update.

6. **Township Auditor Update** – Mr. Anderson was absent tonight. Commissioner Hart stated that Mr. Anderson did review the warrants and expenditures and found no discrepancies.

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

Mr. Burman reported that the township performed a pay equity. Further in-house study is pending.

8. **Approval of Minutes** Regular Meeting Minutes of February 13, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Regular Meeting Minutes of February 13, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #3-2023 totaling \$3,843,163.41

General & Sewer fund Payroll for February 16, 2023 in the amount of \$786,169.42

General & Sewer fund Payroll for March 2, 2023 in the amount of \$730,647.15

General Fund disbursements #3-2023 in the amount of \$1,185,030.93

Sewer Fund disbursements #3-2023 in the amount of \$525,437.95

Community Development Block Grant Fund disbursement #3-2023

in the amount of \$148,851.38

Capital Projects Fund disbursement #3-2023 in the amount of \$108,175.86

American Rescue Plan Fund disbursement #3-2023 in the amount of 350,773.88

Credit Card Statement ending February 27, 2023 in the amount of \$8,076.94

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P2-2023

Traffic (2nd Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt the second reading of Ordinance No. P2-2023 establishing/rescinding traffic restrictions on the following highway:

repealing of the no parking at any time restrictions on the east side of Panmure Road, from College Avenue to Buck Lane covered which was added on 12-27-1989 by Ord. No. 2065; amended 2-12-1990 by Ord. No. 2076.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Ordinance No. P3-2023

Renewal Lease Agreement (2nd Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt the second reading of Ordinance No. P3-2023 authorizing 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.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Resolution No. 2298-2023 Economic Recovery Payment for Senior, Widowed, and Disabled Residents

Motion made by Commissioner Trombetta and seconded by Commissioner Cavender to adopt Resolution No. 2298-2023 approving the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund for Senior/Widowed/Disabled Residents and further BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the Senior/Widowed/Disabled Residents Individuals Economic Recovery Payment” 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.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Trombetta and Holmes

2 Commissioners voted No: Commissioners Hart and Wechsler

13. Resolution No. 2302–2023 PaDot – Delaware County Paving Project

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt Resolution No. 2302-2023 authorizing the Township Manager to sign a Master Agreement for Casting Adjustments on certain State roads in Haverford Township.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2303-2023 DCNR Grant Application – Darby Creek Trail

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2303-2023 authorizing David R. Burman, Township Manager/Secretary to file application with the Department of Conservation and Natural Resources in the amount of \$500,000.00.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. Resolution No. 2304-2023 Liquor License Transfer

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt Resolution No. 2304-2023 that Haverford Township approves, by adoption of this Resolution, the proposed inter-municipal transfer of restaurant liquor license no. R-2313 into Haverford Township by Havertown Al Pastor, LLC; and BE IT FURTHER RESOLVED

that transfers, designations and assignments of licenses hereunder are subject to approval by the Pennsylvania Liquor Control Board.

Roll Called.

7 Commissioners voted Yes: Commissioners Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

2 Commissioners Abstained: Commissioners Gondek and Holmes

16. Contract

Police Department - Crime Watch

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to authorize a Professional Services Contract of CRIMEWATCH Network CORE access from CRIMEWATCH Technologies, York PA, in the amount of \$11,357.25.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Purchases

Public Works Department

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of a new diesel fuel engine for Tree bucket truck, from DEL-VAL International Truck, Inc., Montgomeryville, PA, in the amount of \$16,427.95; submitting the lowest responsible.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to approve the amended authorization to purchase One (1) Mainline System Ford Transit TR 350 Van Trakstar Camera and Inspection Truck H.A. DeHart & Son 311 Crown Point Road Thorofare, NJ 08086 Costars # 025-052, in the amount of \$267,028.56 from the originally approved cost of \$196,399.76.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Skatium

Dual-zoned Split Unit System and a Replacement Compressor for Chiller #2

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to authorize the purchase of a Dual-zoned Split Unit System from Boyle Energy, Havertown, PA, in the amount of \$11,000.00; submitting the lowest responsible quote and

to authorize the purchase of a replacement Compressor for Chiller #2 from Tustin Group, Norristown, PA, in the amount of \$26,399.00; submitting the lowest responsible quote.

Amended motion made by Commissioner Gondek and was seconded by Commissioner Quinn due to price change from \$26,399.00 to \$34,000.00 (to include prevailing wage rate, oil filter dryer and refrigerants add ins).

Roll Called.

Commissioner Wechsler abstained due to business and personal connections.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Trombetta and Holmes.

18. Appointments – Motion made by Commissioner Wechsler and seconded by Commissioner Gondek to TABLE Appointments.

Voice Vote: All Commissioners voted Aye.

Appointments

Civil Service Commission Alternate (6 Year Term)

Motion: to appoint _____ to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Voting order 1 2 3 5 7 8 9 4 6

Human Relations Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to appoint _____ to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2025.

Voting order 1 2 3 5 7 8 9 4 6

Ice Rink Advisory Board

Motion: to appoint _____ to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Shade Tree Commission

Motion: to appoint _____ to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Voting order 1 2 3 5 7 8 9 4 6

Senior Citizens Advisory Board

Ward 6

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

Todd Hall – County Club Lane

Mr. Hall indicated that a political party composed a newsletter on line indicating that certain residents from another party attend meetings and are intimidating and cause chaos towards the other party. Mr. Hall indicated that this is not the case. Comments have been on safety and fiscal responsibility. Their online message is not correct.

Paul Addis – Exeter Road

Mr. Addis is not convinced of Commissioner Holmes’ responses. Mr. Addis, again, stated that the former township building needs to be reopened and everyone do their due diligences and be better stewards of our money.

Major Peterson, Retired – Derwyn Drive

He quoted President Eisenhower, from a note he had written the day before the D-Day Invasion – indicating he took full responsibility of what was to happen the next day.

Politicians need to be accountable.

20. New business

Commissioner Quinn stated that he is being questioned by store owners that always have used brown bags - and now they have to charge.

21. Other business

Brian Gondek, Esq. – 1st Ward Commissioner

Commissioner Gondek wished everyone a Happy St. Patty's Day.

West Gate Hills Civic Association will have their Annual Easter Egg Hunt on April 2nd in the Park.

He and others recently walked the Park. He announced that there will be maintenance upgrades and new playground will be purchased.

Sheryl Forste-Grupp, Ph.D. – 2nd Ward Commissioner

Commissioner Forste-Grupp was happy to announce that the new ADA ramp at the Llanerch School is completed.

She also provided accolades to Truck #22 on the proficient and courteous manner in which they pick up trash. Keep in mind that those workers travel 66 miles each trash day/recycling.

She thanked Congresswoman Scanlon for attending tonight and she is happy that the library renovations will be coming in the near future.

Kevin McCloskey, Esq. – 3rd Ward Commissioner

Commissioner McCloskey is happy to announce that Boccellas is back open and the parking lot is once again filled.

He thanked Congresswoman Scanlon for attending tonight and presenting the grant check.

Spring is approaching...please be mindful while driving...drive safely.

Commissioner McCloskey announced that Radnor and Tredyffrin Townships have also adopted the Plastic Bag Ordinance.

Laura Cavender – 5th Ward Commissioner

Commissioner Cavender also thanked Congresswoman Scanlon for attending tonight. We will have a library which we all can be proud of.

She thanked Dave Burman, Chief Viola and Deputy Chief Hagan for all their guidance in resolving street parking on Panmure Road.

There will be a Haverford Twilight 5K Run/Walk & Elementary School One Mile Challenge on Saturday, April 22, 2023, 5:00 p.m. at Haverford High School.

The Andy Lewis 5K Run on April 23rd will benefit Discover Haverford – beginning and ending at the CREC.

Conor Quinn – 7th Ward Commissioner

**April 8th will be a Mighty MoJo Memorial Run for CDH Research
The Annual Kevin Kane Run is Sunday April 16th.**

Commissioner Quinn reminded everyone of the daily work our Police do; especially hearing of the tragic loss of a police officer that was recently killed in the line of duty.

He suggested that anyone celebrating St. Patty's Day, keep in mind UBER. The Catholic Church announced that there is a "special dispensation" on St. Patty's Day. One can eat meat.

Commissioner Quinn began attending meetings in 2003. He announced that there were three women on the board then.

He reminded everyone to be mindful on windy, trash days. Please pick up trash that has been wind-blown.

Gerard T. Hart, M.D. – 8TH Ward Commissioner

Commissioner Hart offered congratulations to the Haverford Girls' High School Basketball Team for an undefeated season. They finished with a 27-2 winning record. The boys team did qualify for State.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler also offered his congratulations to the Girls' Basketball Team.

The Hilltop Civic Association will hold their Planning Meeting on-line. They are in need of volunteers to help with the Easter Parade and the 4th of July festivities.

The Glendale/Burmout Road survey is still on going.

The township will sponsor a Shredding Event on March 25th from 8 to 11 a.m.

Judy Trombetta – 4th Ward Commissioner

Commissioner Trombetta announced that there will be a Rain Garden Training Course scheduled for March 18th from 9 – 12 at the CREC.

Larry Holmes, Esq. – 6th Ward Commissioner

If anyone is interested in being the 6th Ward Senior Citizens Representative, please contact him.

He also thanked Congresswoman Scanlon and her excellent staff for attending tonight and thanked her for the \$2mm grant.

22. All Commissioners agreed to adjourn.

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO. P4-2023

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,500,000; 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; SETTING FORTH PARAMETERS FOR THE MAXIMUM PRINCIPAL MATURITY AMOUNTS AND DATES AND MAXIMUM INTEREST RATES AND OTHER DETAILS OF THE BONDS; AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM FOR THE BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS BY PRIVATE NEGOTIATED SALE 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; PROVIDING FOR A SINKING FUND FOR EACH SERIES OF THE BONDS; PROVIDING FOR A CONSTRUCTION FUND AND REBATE FUND FOR EACH SERIES OF THE BONDS; MAKING CERTAIN COVENANTS 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; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING MUNICIPAL BOND INSURANCE; 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 OF THE TOWNSHIP; AUTHORIZING PUBLIC HEARINGS; 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 one or more series of its general obligation bonds, the proceeds of which, together with the income from the investment of such proceeds, will be used to pay all or a portion of the costs of certain capital projects of the Township, and to pay costs and expenses incurred by the Township in connection with the issuance and sale of such bonds (including the cost of bond insurance, 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 one or more series or subseries of its general obligation bonds (collectively, the "Bonds") in an aggregate principal amount not to exceed \$ _____, such bonds to be designated substantially as "Township of Haverford, Delaware County, Pennsylvania, General Obligation Bonds, Series of [...]", with an appropriate series or subseries designation to be inserted upon issuance of each particular series of Bonds. The Township may add such other designation and name to the Bonds of any series or subseries as it may determine to be appropriate. Each separate series of the Bonds issued hereunder is herein referred to as a "series" of Bonds.

Section 2. The Capital Projects.

The Bonds shall be issued for the purpose of financing all or a portion of the costs of certain "projects" within the meaning of the Debt Act, consisting of certain capital projects generally described in Exhibit A attached hereto and made a part hereof (collectively, the "Capital Projects"). The proceeds of the Bonds, together with the income from the investment of such proceeds, will be used to pay the "costs" of the Capital Projects within the meaning of the Debt Act (including without limitation by reimbursement to the Township of costs previously paid by the Township), including, without limitation, all costs and expenses incurred by the Township in connection with the issuance and sale of the Bonds.

The Capital Projects, as generally described in Exhibit A attached hereto and made a part hereof, are hereby approved. The estimated costs of the Capital Projects, exclusive of said bond issuance expenses, based on actual bids or professional estimates from professional architects and engineers and others qualified by experience, and the realistic estimated useful lives of the Capital Projects, are as set forth in said Exhibit A.

The Capital Projects are combined for financing purposes as permitted under the Debt Act. The Township hereby reserves the right to undertake the Capital Projects in such order and at such time or times as it may determine in its discretion; to delete, abandon or modify any one or more of the individual components of the Capital Projects; and to allocate the proceeds of the Bonds of each series and other available moneys to the final costs of the Capital Projects in such amounts and order of priority as it may determine in its discretion, but the proceeds of the Bonds shall be used solely to pay the "costs" of the Capital Projects within the meaning of the Debt Act or upon appropriate amendment to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

It is hereby determined and stated that the Bonds shall be scheduled to mature in accordance with the limitations set forth in Section 8142(a)(2) of the Act taking into account the estimated useful lives of the various Capital Projects to be financed by the Bonds. A principal amount of Bonds equal to the separate costs of the Capital Projects having a shorter useful life than the period during which the Bonds will be outstanding shall be scheduled to mature prior to the end of such useful life and the balance prior to the end of the longest useful life.

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 (a "Paying Agency Agreement") with, the Paying Agent and Sinking Fund Depository with respect to each series of Bonds, 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 of the related series 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 such 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 of each series 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 B 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 October 1 of the years and in principal amounts not exceeding the principal amounts set forth in Exhibit B attached hereto and made a part hereof. The Bonds are being amortized so that the debt service on all outstanding debt of the Township following issuance of the Bonds will be brought more nearly into an overall level annual debt service plan.

(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 of each series shall be due and payable semi-annually on April 1 and October 1 of each year, commencing on the first such date following the issuance and delivery of the Bonds of such series that is mutually acceptable to the Township and the Purchaser (as defined in Section 8 hereof) (each such April 1 and October 1 being referred to herein as an "Interest Payment Date" for each series of Bonds), to the registered holders of such 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 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 such paying agent. Interest on the Bonds of each series 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 of such series 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 of such series 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 of the relevant series, 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 of each series may be subject to mandatory, optional or extraordinary redemption prior to maturity upon such terms and conditions and at such redemption price or premium (which may include a make-whole amount) 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 of such series issued upon the initial issuance and delivery thereof. Any term Bonds of a series that are surrendered to the Paying Agent by the Township before the date that is 60 days immediately preceding the relevant mandatory redemption date for such term Bonds shall be credited against such redemption to the extent not previously so credited.

(b) *Partial Redemptions.* If less than all Bonds of a particular series and maturity are to be redeemed, the particular Bonds of such series and 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. Such notice shall also be sent to DTC (as hereinafter defined) and to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System site. 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 series, 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 of any series during a period beginning at the close of business on the Record Date for the Bonds of such series or any date of selection of Bonds of such series 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 of each series shall be initially issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity of such series 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 of each series 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 of any series be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds of such series for an equal aggregate principal amount of Bonds of the same series and 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 will apply to the Bonds of each series (together with any modifications thereto or replacements therefor, the "Representation Letter"). So long as any Bonds of any series 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 of such series 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 particular series and 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 series and maturity which have been redeemed.

(c) So long as any Bonds of any series 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 such Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on such Bonds, selecting such Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holders of such Bonds under this Ordinance or the Paying Agency Agreement, registering the transfer of such Bonds, obtaining any consent or other action to be taken by the holders of such Bonds 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 holders of Bonds 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 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 of any series 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 such series of 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 such series of 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 of such series 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 of such series.

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 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 of each series shall be sold at a private sale by negotiation. The Township shall award and sell the Bonds at a price of not less than ninety-five percent (95%) and not more than one hundred twenty percent (120%) of the principal amount of the Bonds (such percentages to be determined inclusive of any 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 Bond Purchase Proposal, dated May 8, 2023 (the "Bond Purchase Proposal"), from Janney Montgomery Scott LLP (the "Purchaser"). 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 Purchaser. The final terms for the purchase of the Bonds of each series (consistent with the Bond Parameters and the requirements of this Ordinance) shall be set forth in an addendum (the "Addendum") to the Bond Purchase Proposal between the Purchaser and Township. The President of the Board of Commissioners, the Vice President of the Board of Commissioners, the Township Manager and the Assistant Township Manager/Director of Finance, or any of them, are hereby authorized to approve the final terms of the Bonds and to endorse the acceptance of the Township on the Addendum, provided that the final terms of the Bonds and the Addendum are within the Bond Parameters and conform to the other requirements of this Ordinance. Copies of the Bond Purchase Proposal and the Addendum, together with copies of the other Bond sale documents, shall be filed with the permanent records of the Township. The Bond Purchase Proposal and the Addendum are together referred to in this Ordinance as the "Bond Purchase Contract."

Section 9. Execution and Delivery of Bonds. The form of the Bonds of each series and the Paying Agent's Certificate of Authentication shall be substantially in the form set forth in Exhibit C hereto with any changes, insertions, omissions and variations as may be necessary or appropriate to reflect the final terms of the Bonds of such series as issued and sold to the Purchaser. 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 of each series 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 therefor 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 each series of 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 Funds. There shall be established with the Sinking Fund Depository a sinking fund for each series of Bonds (each, a "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 related series of 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 such Bonds shall become due, in amounts sufficient to pay the interest then due plus principal of such Bonds then maturing. Any moneys received by the Township as accrued interest on any series of the Bonds upon the issuance thereof shall be deposited in the related Sinking Fund in accordance with Section 16 hereof and shall be applied to pay interest due on the related series of Bonds on the first interest payment date therefor. All sums in each Sinking Fund shall be applied exclusively to the payment of the principal of and interest on the related series of 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 such 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 such Sinking Fund. Each 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 for the related series of Bonds from the moneys in the related Sinking Fund, the principal of and interest on such 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 such Bonds entitled thereto in the manner and upon the terms contained herein.

Section 12. Establishment and Operation of Construction Funds. In order to account for the receipt, investment and application of the proceeds of the Bonds to be used to pay the costs of the Capital Projects, the Township may establish one or more special funds of the Township (each, a "Construction Fund") with respect to one or more series of Bonds or with respect to one or more separate Capital Projects to be financed by the Bonds. The assets of each Construction Fund shall consist solely and exclusively of the proceeds of the sale of the related series of Bonds and all earnings from the investment of such proceeds. The Township shall initially deposit or cause to be deposited in the appropriate Construction Fund certain proceeds received from the issuance and sale of the related series of Bonds, in the manner and to the extent provided in Section 16 hereof. Unless and until moneys in the relevant Construction 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 Federal Deposit Insurance Corporation or by any other agency of the United States of America performing functions similar to Federal Deposit Insurance Corporation (provided such agency shall be in existence). The Sinking Fund Depository or such other incorporated bank or trust company is herein referred to as an "Authorized Depository." Such account or accounts shall be deemed to be part of the related Construction Fund for the purposes hereof.

The Township hereby covenants that, except as hereinafter provided, it will apply moneys in the relevant Construction Fund to pay the cost of the Capital Projects (as the term "cost" is defined in the Debt Act and as the Capital Projects may be modified from time to time in accordance with the provisions of the Debt Act) for which the related series of Bonds was issued and will use such moneys for no other purpose, provided that investment earnings on moneys held in a Construction Fund relating to any Tax-Exempt Bonds (as defined in Section 13 hereof) may be transferred by the Township to the Rebate Fund to the extent required for the purposes of the Rebate Fund.

Subject to the Tax Agreement referred to in Section 22 hereof, and subject to any restrictions on investments contained in the relevant Paying Agency Agreement, moneys on deposit to the credit of any Construction Fund not required for immediate application may be invested in any investments permitted by law. All investments made with moneys in each Construction 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 such Construction Fund.

When the acquisition, construction and installation of the Capital Projects (as the same may be modified from time to time in accordance with the provisions of the Debt Act) for which a particular series of Bonds has been issued shall have been completed, the balance of any moneys remaining in the related Construction Fund in excess of any amount to be reserved for the payment of unpaid items of the cost of such Capital Projects shall be deposited in the related Sinking Fund, unless in any such case the Township shall have received an opinion of nationally recognized bond counsel permitting other uses of such moneys, in which event such moneys may be used for such other uses as may be so permitted in such opinion. The Township shall instruct the Paying Agent to apply all of such balance so deposited in the related Sinking Fund and the Sinking Fund Depository shall make funds available to the Paying Agent to (a) the purchase at any time of any then outstanding Bonds of the related series at such prices and upon such terms and conditions as shall be specified by the Township or (b) the earliest redemption of a portion of the Bonds of the related series prior to their maturities pursuant to any rights of optional redemption applicable to such Bonds, unless the Township shall have received an opinion of nationally recognized bond counsel permitting other uses of such moneys deposited in the Sinking Fund, in which event such moneys may be used for such other uses as may be so permitted in such opinion.

Section 13. Establishment and Operation of Rebate Fund. The interest payable on all or a portion of the Bonds may, in the opinion of bond counsel to the Township, be excludable from the gross income of the holders of such Bonds for federal income tax purposes, and such Bonds are referred to in this Ordinance as "Tax-Exempt Bonds". In order to provide for

the payment of any required rebate to the United States with respect to Tax-Exempt Bonds pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, there shall be created and established a special fund of the Township designated with respect to each series of the Tax-Exempt Bonds as the "Rebate Fund". The Rebate Fund shall be funded, maintained and applied as required under the Tax Agreement referred to in Section 22 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 an Authorized Depository. 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 22 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 Tax-Exempt 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. Federal Tax Covenants. The Township hereby covenants with the holders from time to time of the Tax-Exempt Bonds that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder applicable to the Tax-Exempt Bonds in order to ensure that interest on the Tax-Exempt 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 Tax-Exempt Bonds which would cause the Tax-Exempt 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 Tax-Exempt Bonds. The foregoing covenants shall survive the payment in full of the Bonds.

Section 15. 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 16. 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 designated with respect to the Bonds as the "Settlement Account", which may include subaccounts with respect to separate series of the Bonds (collectively, 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 the Vice President of the Board of Commissioners, the Township Manager or the Assistant Township Manager/Director of Finance, (a) pay over to the Sinking Fund Depository for deposit to the credit of the appropriate Sinking Fund for each series of Bonds the amount, if any, of accrued interest on the Bonds of the related series 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 (and bond issuance, if applicable) of the Bonds on behalf of the Township upon presentation of proper invoices therefor, and (c) transfer the balance of such proceeds to the Township for deposit to the credit of the appropriate Construction Fund and/or to reimburse the Township for payment of costs of the Capital Projects previously made by the Township. 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 the Vice President of the Board of Commissioners, the Township Manager or the Assistant Township Manager/Director of Finance 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, the Township Manager or the Assistant Township Manager/Director of Finance, be paid over by the Paying Agent to the Township for deposit to the credit of the appropriate Construction Fund, whereupon the Settlement Account shall be closed.

Section 17. [Reserved].

Section 18. 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, 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 19. 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 one or more municipal bond insurance policies (collectively, 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. If applicable, the Bonds of each relevant series may include a statement of the terms of the Bond Insurance Policy.

Section 20. 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 21. 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, 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 22. 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 of each series 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 Tax-Exempt 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 Tax-Exempt Bonds, and the making of any elections under the Code in respect of the Tax-Exempt Bonds as may be necessary or appropriate upon the advice of bond counsel to the Township; (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) the execution of all such documents, instruments, certificates, directions, orders, receipts and agreements required by the Purchaser, Bond Counsel or the Bond Insurer as a condition precedent to the issuance of the Bonds; and (d) the execution of such agreements with the Haverford Township Free Library Association, the

Township's volunteer fire companies, the Township's EMS provider, and any other user of proceeds of any Bonds as may be necessary or appropriate in connection with the issuance of any series of the Bonds.

In addition to and not in limitation of the foregoing, the President and Vice President of the Board of Commissioners, the Township Manager and the Township Assistant Manager/Director of Finance are each 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 of each series including, of such series without limitation, the date of issuance, the aggregate principal amount, the principal maturities of such series, the redemption provisions for such series, the interest rates and yields for such series, and the purchase price to be paid by the Purchaser for such series, 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. The execution of the Bonds of any series 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 with respect to such series Bonds by such officer.

Section 23. Public Hearings Authorized. The proper officers of the Township are authorized to give public notice of and to conduct such public hearings with respect to the Bonds as may be necessary or appropriate under Section 147(f) of the Code and advised by the Township's bond counsel in order to comply with the Code. The Board of Commissioners hereby ratifies and approves any such public hearings conducted by any such officers of the Township prior to the date hereof.

Section 24. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

Section 25. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Debt Act.

DULY ENACTED this 8th day of May 2023.

**TOWNSHIP OF HAVERFORD, DELAWARE
COUNTY, PENNSYLVANIA**

[Township Seal]

By _____
President, Board of Commissioners

Attest:

Secretary

EXHIBIT A

Description of Capital Projects

| <u>Description</u> | <u>Estimated Cost</u> | <u>Estimated Useful Life (Years)</u> |
|---|------------------------------|---|
| • Library renovations, equipment, and improvements | \$20,845,000 | 40 |
| • Acquisition of fire apparatus | \$3,300,000 | 15-20 |
| • Skatium renovations, improvements and equipment | \$2,500,000 | 10-20 |
| • Solar panels and related equipment for Township buildings | \$1,000,000 | 25 |
| • Acquisition of ambulances/EMS vehicles | \$600,000 | 7 |

EXHIBIT B

Maximum Debt Service Schedule

(Attached)

TOWNSHIP OF HAVERFORD
SERIES OF 2023

Maximum Parameters

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|----------------------|-----------------|----------------------|---------------------------------|--|
| <u>DATE</u> | <u>MAX PRINCIPAL</u> | <u>MAX RATE</u> | <u>INTEREST</u> | <u>SEMI-ANNUAL DEBT SERVICE</u> | <u>PROPOSED FISCAL YEAR DEBT SERVICE</u> |
| 10/1/2023 | 405,000 | 6.000 | 432,833.33 | 837,833.33 | 837,833.33 |
| 4/1/2024 | | | 722,850.00 | 722,850.00 | |
| 10/1/2024 | 725,000 | 6.000 | 722,850.00 | 1,447,850.00 | 2,170,700.00 |
| 4/1/2025 | | | 701,100.00 | 701,100.00 | |
| 10/1/2025 | 755,000 | 6.000 | 701,100.00 | 1,456,100.00 | 2,157,200.00 |
| 4/1/2026 | | | 678,450.00 | 678,450.00 | |
| 10/1/2026 | 790,000 | 6.000 | 678,450.00 | 1,468,450.00 | 2,146,900.00 |
| 4/1/2027 | | | 654,750.00 | 654,750.00 | |
| 10/1/2027 | 825,000 | 6.000 | 654,750.00 | 1,479,750.00 | 2,134,500.00 |
| 4/1/2028 | | | 630,000.00 | 630,000.00 | |
| 10/1/2028 | 850,000 | 6.000 | 630,000.00 | 1,480,000.00 | 2,110,000.00 |
| 4/1/2029 | | | 604,500.00 | 604,500.00 | |
| 10/1/2029 | 880,000 | 6.000 | 604,500.00 | 1,484,500.00 | 2,089,000.00 |
| 4/1/2030 | | | 578,100.00 | 578,100.00 | |
| 10/1/2030 | 920,000 | 6.000 | 578,100.00 | 1,498,100.00 | 2,076,200.00 |
| 4/1/2031 | | | 550,500.00 | 550,500.00 | |
| 10/1/2031 | 960,000 | 6.000 | 550,500.00 | 1,510,500.00 | 2,061,000.00 |
| 4/1/2032 | | | 521,700.00 | 521,700.00 | |
| 10/1/2032 | 995,000 | 6.000 | 521,700.00 | 1,516,700.00 | 2,038,400.00 |
| 4/1/2033 | | | 491,850.00 | 491,850.00 | |
| 10/1/2033 | 1,035,000 | 6.000 | 491,850.00 | 1,526,850.00 | 2,018,700.00 |
| 4/1/2034 | | | 460,800.00 | 460,800.00 | |
| 10/1/2034 | 1,090,000 | 6.000 | 460,800.00 | 1,550,800.00 | 2,011,600.00 |
| 4/1/2035 | | | 428,100.00 | 428,100.00 | |
| 10/1/2035 | 1,145,000 | 6.000 | 428,100.00 | 1,573,100.00 | 2,001,200.00 |
| 4/1/2036 | | | 393,750.00 | 393,750.00 | |
| 10/1/2036 | 1,205,000 | 6.000 | 393,750.00 | 1,598,750.00 | 1,992,500.00 |
| 4/1/2037 | | | 357,600.00 | 357,600.00 | |
| 10/1/2037 | 1,255,000 | 6.000 | 357,600.00 | 1,612,600.00 | 1,970,200.00 |
| 4/1/2038 | | | 319,950.00 | 319,950.00 | |
| 10/1/2038 | 1,315,000 | 6.000 | 319,950.00 | 1,634,950.00 | 1,954,900.00 |
| 4/1/2039 | | | 280,500.00 | 280,500.00 | |
| 10/1/2039 | 1,380,000 | 6.000 | 280,500.00 | 1,660,500.00 | 1,941,000.00 |
| 4/1/2040 | | | 239,100.00 | 239,100.00 | |
| 10/1/2040 | 1,445,000 | 6.000 | 239,100.00 | 1,684,100.00 | 1,923,200.00 |
| 4/1/2041 | | | 195,750.00 | 195,750.00 | |
| 10/1/2041 | 1,520,000 | 6.000 | 195,750.00 | 1,715,750.00 | 1,911,500.00 |
| 4/1/2042 | | | 150,150.00 | 150,150.00 | |
| 10/1/2042 | 1,585,000 | 6.000 | 150,150.00 | 1,735,150.00 | 1,885,300.00 |
| 4/1/2043 | | | 102,600.00 | 102,600.00 | |
| 10/1/2043 | 1,670,000 | 6.000 | 102,600.00 | 1,772,600.00 | 1,875,200.00 |
| 4/1/2044 | | | 52,500.00 | 52,500.00 | |
| 10/1/2044 | 1,750,000 | 6.000 | 52,500.00 | 1,802,500.00 | 1,855,000.00 |
| TOTALS | 24,500,000 | | 18,662,033.33 | 43,162,033.33 | 43,162,033.33 |

EXHIBIT C

Form of Bond

**TOWNSHIP OF HAVERFORD
(DELAWARE COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, SERIES OF _____**

No. R- _____

\$ _____

Interest Rate

Maturity Date

Dated Date

CUSIP

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 April 1 and October 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 _____" (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 May 8, 2023 (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 Record Date or any date of selection of Bonds of such series 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.

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.

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 and attested by the manual or facsimile signature of the 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**

Dated:

By _____
Authorized Signature

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 Exhibit C Form of Bond]

VOTING CERTIFICATE

The undersigned Secretary of the Township of Haverford, Delaware County, Pennsylvania (the "Township"), DOES HEREBY CERTIFY that:

The foregoing Ordinance was duly enacted by a majority vote of all of the Board of Commissioners of the Township at a duly called and convened public meeting of said Board held on May 8, 2023; that public notice of said meeting was given as required by law; that the roll of the Board of Commissioners was called and such Board of Commissioners voted or were absent as follows:

| <u>Name</u> | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|---------------------|------------|-----------|----------------|---------------|
| Laura Cavender | | | | |
| Sheryl Forste-Grupp | | | | |
| Brian Gondek | | | | |
| Gerry Hart | | | | |
| C. Lawrence Holmes | | | | |
| Kevin McCloskey | | | | |
| Conor Quinn | | | | |
| Judy Trombetta | | | | |
| William F. Wechsler | | | | |

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 8th day of May 2023.

David R. Burman
Secretary

(TOWNSHIP SEAL)

ORDINANCE NO. P5-2023

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 4, ADMINISTRATION OF GOVERNMENT, PART 10, FISCAL AFFAIRS, SECTION 4-1008, ESTABLISHMENT OF PURCHASING SYSTEM, TO ADOPT CERTAIN PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC CONTRACTS WITHIN THE TOWNSHIP; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS ON PUBLIC CONTRACTS; PROVIDING FOR PUBLIC CONTRACT REVIEW PROCEDURES; DELETING SECTION 4-1008.E(1); REPEALING INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; CONTAINING A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Pennsylvania Statutes Title 53 P.S. Municipal and Quasi-Municipal Corporations § 56802, state competitive bidding law requires that most public works contracts be awarded to the lowest “*responsible*” bidder; and

WHEREAS, notwithstanding the importance of the “*responsible*” bidder requirement, there is very limited guidance for defining the term “*responsible*” in relevant statutes, regulations or case law, and, therefore, prudent procurement and contracting policy dictates that this term should be more specifically defined; and in doing so, available guidance regarding the general meaning of the “*responsible*” contractor term should be followed, which typically relates to the technical qualifications and other capabilities relating to a contractor’s ability to successful delivery public works; and

WHEREAS, many states and local jurisdictions in the U.S. face critical contracting needs now and in the future, including those for public works and infrastructure projects, that will require significant efforts to plan, manage and oversee major capital investments in both the short and long term; and

WHEREAS, in undertaking its infrastructure and other public works projects, the Township seeks to utilize reliable and efficient procurement procedures that will help ensure that its such projects are delivered with reasonable certainty, in a safe, timely manner, and in accordance with contract specifications and applicable industry codes at the lowest overall cost and best value; and

WHEREAS, securing successful delivery of projects in the construction industry is particularly difficult due to the unique, complex, unpredictable and inherently dangerous nature of the industry, wherein errors in project planning or execution can result in serious health and safety risks to project workers and/or the general public, significant and avoidable cost overruns, flawed or inferior projects, and disruptions in performance schedules that delay the availability and use of critical government facilities;

WHEREAS, the Haverford Township Board of Commissioners wishes to revise its procurement standards for public works construction to address these findings and considerations, limit project delivery risks and protect its financial and proprietary interests, and better ensure efficient procurement and successful delivery of these projects; and

WHEREAS, the Haverford Township Board of Commissioners is duly empowered to enact certain laws needed to protect its proprietary and financial interests relating to major capital investments it makes in public works contracts, and to protect the public health, safety and welfare of its residents;

WHEREAS, the Board of Commissioners has significant concerns regarding the challenges it faces in planning and executing public works construction and maintenance projects, especially those relating to its ability to ensure the use of qualified contractors and subcontractors and adequate numbers of skilled craft personnel who have industry-recognized training in the respective trades needed for public works projects;

WHEREAS, that Haverford Township Board of Commissioners is committed to addressing the challenges it faces relating to public works projects by enacting necessary and appropriate procurement legislation to protect its proprietary and financials interests and create adequate safeguards to ensure the successful delivery of such projects to the fullest extent possible; and,

NOW, THEREFORE, BE IT RESOLVED and ENACTED by the Board of Commissioners of Haverford Township, as follows:

SECTION 1. CODE AMENDMENT.

A. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E, to provide for a new Subsection E(4) to provide as follows:

(4) Responsible Contractor Bidding Requirements.

(a) Purpose.

Haverford Township recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform such contracts in a timely, reliable and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for these public contracts and to protect the Township's investments in such contracts, prospective contractors and sub-contractors should be required to meet pre-established, clearly defined, minimum qualification standards regarding past project performance in terms of competency, safety and law compliance, technical abilities, experience, and adequacy of resources.

Further, due to the critical impact that skilled craft labor has on the execution of public works projects, and the increasingly limited availability of such labor, it is necessary to require contractors and subcontractors to participate in proven apprenticeship training programs as a condition of bidding to promote successful project delivery and help ensure future workforce development.

Therefore, the Township shall require compliance with the provisions of these Responsible Contractor Bidding Requirements by business entities seeking to provide services as specified herein. The requirements of these requirement are intended to supplement, not replace, existing contractor qualification standards or other criteria currently required by the Township. However, in the event that these requirements conflict with any law, public policy, or contracting documents of the Township, these Responsible Contractor Bidding Requirements shall prevail.

(b) Responsible Contractor Requirements.

[1] These Responsible Contractor Bidding Requirements set forth herein shall apply to public works projects valued at \$100,000 or more undertaken by the Township for construction, demolition, alteration, renovation, modernization, service or maintenance of buildings, structures or facilities. All contractors and subcontractors of any tier that perform work on such projects, regardless of value of individual contract or subcontract packages shall meet the requirements herein.

[2] All firms engaged in public works contracts subject to these Responsible Contractor Requirements, including general contractors, construction managers, other lead or prime contractors, and subcontractors at any level, shall be qualified, responsible contracting firms that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding or otherwise participating in public works contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.

[3] The firm will pay all craft employees on the project, at a minimum, the applicable prevailing wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with 43 PA. CONS. STAT. § 165-1 *et. seq.*

(c) Contractor Responsibility Certifications.

[1] As a condition of performing work on a public works contract subject to these Responsible Contractor Bidding Requirements, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits a bid for contract.

[2] The Contractor Responsibility Certification shall be completed on a form provided by the Township and shall reference the project for which a bid is being submitted by name and contract or project number.

[3] In the Contractor Responsibility Certification, the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

- i. The firm and its employees have all licenses, registrations, certificates or other credentials required by federal, state, or county law and the laws of the Township including but not limited to: licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations, certificates for any type of construction or maintenance trade work or specialty work which the firm seeks to self-perform.
- ii. The firm meets the bonding requirements for the contract required by applicable law or contract specifications, and any insurance requirements, as well as applicable insurance requirements for the contract, including general liability, workers compensation and unemployment insurance.
- iii. The firm has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.
- iv. The firm has not defaulted on any project in the past three years.
- v. The firm has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three years.
- vi. The firm and its principals/owners have not been convicted of any crime relating to its contracting business in the past ten (10) years.
- vii. Within the past three years, the firm has not been found in violation of any law applicable to its contracting business, including, but not limited, to licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.
- viii. The firm will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement.
- ix. The firm shall ensure that all craft labor it employs on the project will have completed, prior to working on the project the OSHA10-hour training course established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one person on the project has completed the OSHA 30-hour construction training course established by the U.S. Department of Labor.
- x. The firm participates in a Class A Apprenticeship Training Program, as defined below, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. This requirement, along with the requirements specified in subsection xi below of these Responsible Contractor Bidding Requirements help ensure that workers

employed on the project are participants in or graduates of bona fide apprenticeship training programs in each trade or craft in which their services are utilized, as evidenced by the fact that the program is registered with federal or state government and has been in continuous existence for no fewer than five (5) years prior to the project relating to the certification.

1. For purposes of this section, a Class A Apprenticeship Program is an apprenticeship program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years. This may be an apprenticeship program subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), or a non-ERISA program.
 2. To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed.
- xi. The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journeyperson workers who have successfully completed a Class A Apprenticeship Program, as defined in subsection x above, or apprentices registered in such programs. The apprenticeship participation of specified by this section must be in the same trade or craft for which the workers are employed on the project.
 - xii. The firm shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training or shall use qualified subcontractors to meet these requirements.
 - xiii. The firm shall pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.
 - xiv. The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors.
 - xv. The firm shall notify the Township within seven days of any material changes in its operation that relate to any matter attested to in this certification.

[4] Execution of the Contractor Responsibility Certification required by these Responsible Contractor Bidding Requirements shall not establish a presumption of contractor responsibility, and the Township may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including information regarding the firm's technical qualifications, financial capacity or other resources and performance capabilities. The Township may require that such information be included in a separate Statement of

Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.

[5] The submitting firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information as specified in Subsection (e) below, Subcontractor Responsibility Requirements.

[6] If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach an appendix to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

[7] If a firm fails to provide a Contractor Responsibility Certification required by this section in any bid to the Township, such failure shall constitute grounds to reject such bid as non-compliant with these requirements and shall disqualify such firm from bidding. No action of any nature shall lie against the Township because of its refusal to accept or award a bid for failing to provide information required by this section.

(d) Notice of Intent to Award Contract.

[1] After it has received bids for a project, the Township shall issue a Notice of Intent to Award Contract to the firm that has submitted the lowest responsive and responsible bid.

[2] Such Notice shall be issued immediately or as soon as practicable after bids are opened and shall stipulate that the contract award is conditioned on the issuance of a written Contractor Responsibility Determination for the firm as required by subsection (f) below (Contractor Responsibility Review and Determination), compliance with Subcontractor Certifications required by subsection (e) below (Subcontractor Responsibility Requirements), and any other qualification standards required by the Township.

(e) Subcontractor Responsibility Requirements.

[1] Within fourteen (14) days of receiving a Notice of Intent to Award Contract, the prospective awardee shall submit a Subcontractor List, which provides the names and addresses of the subcontractors it will use on the project, the scope of work assigned to each subcontractor, and Subcontractor Responsibility Certifications as required by this section.

[2] The prospective awardee shall not be permitted to use a subcontractor on any work performed for the Township unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of these Responsible Contractor Bidding Requirements.

[3] At the time a prospective awardee submits the Subcontractor List, all subcontractors will be identified on the Subcontractor List submitted by any bidder and Subcontractor

Responsibility Certifications shall be submitted with supporting documentation by a prospective awardee to the Township.

[4] A prospective awardee shall determine whether any firm on its Subcontractor List is organized as a sole proprietorship owned and operated by a single person. This shall apply to subcontractors at any tier. For any such entity, the prospective awardee shall ensure that the sole proprietorship subcontractor is a legitimate business entity and not a misclassified employee by requiring the subcontractor to supplement its Subcontractor Certification with its Employer Identification Number and copies of any license, certificate or registration it is required to maintain in to do business in the state in which it is located.

[5] At the time a prospective awardee submits the Subcontractor List, it shall also submit Subcontractor Responsibility Certifications for all listed subcontractors to the Township. Subcontractor Responsibility certifications must be executed by the respective subcontractors on forms prepared by the Township and shall contain the same information and representations required in Contractor Responsibility Certifications, including verifications of apprenticeship qualifications as required in subsection (c)[3]xi above, for each trade or classification of craft workers it will employ on the project.

[6] Subcontractor Responsibility Certifications shall be executed by a person having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

[7] A subcontractor listed on a firm's Subcontractor List shall not be substituted unless written authorization is obtained from the Township and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.

[8] In the event that the Township determines that a subcontractor fails to meet the requirements of these Responsible Contractor Bidding Requirements or is otherwise determined to be non-responsible, it may, after informing the prospective awardee, exercise one of the following options:

- i. Permit the awardee to substitute a qualified, responsible subcontractor in accordance with the requirements of this section, upon submission of a completed Subcontractor Certification for the substitute and approval of the substitute by the Township.
- ii. Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or
- iii. Disqualify the prospective awardee.

[9] In the event a subcontractor is disqualified under these Responsible Contractor Bidding Requirements, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of claim against the Township on the basis of a subcontractor disqualification.

(f) Contractor Responsibility Review and Determination.

[1] After the Township has issued a Notice of Intent to Award Contract to the lowest responsible bidder, it shall undertake a contractor responsibility review process to determine whether the firm is a qualified, responsible firm in accordance with the requirements of these Responsible Contractor Bidding Requirements, this Part, and other applicable laws and regulations. The time frame for conducting this review process shall be as determined by the Township.

[2] As part of the review process, the Township shall ensure that the Contractor Responsibility Certification, the Subcontractor List, the Subcontractor Responsibility Certifications, and all applicable supporting information comply with the requirements of these Responsible Contractor Bidding Requirements.

[3] The Township of Haverford Township may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the Township may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

[4] If at the conclusion of its internal review, the Township determines that all responsibility certifications have been properly completed and executed, and if the Township concludes that the qualifications and background of the prospective awardee and the firms on its Subcontractor List are satisfactory to deem the firms as responsible contractors under these requirements, the Township shall issue a written Contractor Responsibility Determination verifying that the prospective awardee is a qualified, responsible and responsive contractor.

[5] In the event a firm is determined to be non-responsible, the Township shall notify the firm and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project. A Responsibility Determination may be revoked at any time if the Township obtains relevant information warranting any such revocations.

(g) Execution of Final Contract and Public Review.

[1] A contract subject to these Responsible Contractor Bidding Requirements shall not be executed until all requirements of these requirements have been fulfilled and until a Contractor Responsibility Determination has been issued by the Township pursuant to subsection (f) above.

[2] Prior to the execution of a final contract under this Part, the Township shall publicly post the Notice of Intent to Award, Contractor and Subcontractor Responsibility Certifications, Subcontractor Lists, related supporting documentation and the Contractor

Responsibility Determination on a publicly available website for public inspection for a period of ten (10) calendar days after the issuance of the Contractor Responsibility Determination.

(h) False, Incomplete or Misleading Responsibility Certifications.

If the Township determines that a Contractor Certification, Subcontractor List, or Subcontractor Responsibility Certification contains false or misleading information that was provided knowingly or with reckless disregard for the truth, or omits material information knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be disqualified from the project and shall be prohibited from performing work for the Township for a period of three (3) years. The Township may withhold payment of any monies due to the firm as damages and impose other applicable penalties and sanctions, including contract termination, as permitted by law or contract.

(i) Emergencies.

Should Haverford Township determine, in accordance with the provisions of the Township Charter, Section 4-1008(F) below, and/or First Class Township Code, that emergency circumstances exist pursuant to the conditions set forth in Section 4-1008(F)(1) below, then the Township may award a procurement contract without application of the terms of these Responsible Contractor Bidding Requirements.

B. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(1) is hereby deleted and held in reserve.

C. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(2) is hereby amended as follows:

- (1) Disqualification of bidders. A bidder may be disqualified for reasons including but not limited to the following:
 - (a) Previous unsatisfactory experience with the bidder by the Township or other recipient of the bidder's goods or services.
 - (b) Failure to submit a bid on two successive occasions.
 - (c) False or misleading statements about a product or service.
 - (d) An attempt by a bidder to influence the purchase of goods or services by the Township through a gift, gratuity, favor or benefit or promise thereof to a Township officer or employee.
 - (e) Collusion with another bidder in an attempt to regulate the price, quality or availability of goods or services to the detriment of the Township.

- (f) When applicable, the bidder provides false or misleading information in violation of Subsection E(4)(h) below.

D. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(3) is hereby amended as follows:

(2) Invitation to bid.

(a) (Reserved)

- (b) An invitation to bid shall be sent by mail to all vendors appearing on the bidders list for the item to be purchased. The invitation shall include the following:

[1] A basic description of the item to be purchased.

[2] The quantity to be purchased.

[3] A copy of the specification and bid documents or instructions on the method by which they may be obtained.

[4] The date, time and place of the bid opening.

[5] When applicable, that a Contractor Responsibly Certification is required.

[6] Any other specific requirements.

SECTION 2. REPEALER. In addition to the above, all other ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed. Further, it is understood and intended that all other sections, parts, provisions, and ordinances that are not otherwise specifically in conflict with or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

SECTION 3. SEVERABILITY. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude, or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

SECTION 4. FAILURE TO ENFORCE NOT A WAIVER. The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective 10 days following final adoption by the Board of Commissioners and publication as required by law.

APPROVED and ADOPTED this _____ day of _____, 2023.

ATTEST:

TOWNSHIP OF HAVERFORD

By: _____
David R. Burman,
Township Manager/Secretary

By: _____
C. Lawrence Holmes
President,
Board of Commissioners

ORDINANCE NO. P6-2023

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 the Pembroke Road side of 255 Kathmere 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 May, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION 2305-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Free Library Renovations

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 for general government services under the Revenue Replacement category of allowable spending; and,

WHEREAS, the Board of Commissioners has identified the Haverford Township Free Library Renovation as a project within its adopted 2023 budget and 2023-2026 capital improvement plan; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby authorizes the designation of \$3,000,000 of the Township's American Rescue Plan Fund allocation to assist with funding of the Haverford Township Free Library Renovation project.

RESOLVED THIS 10th day of April, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION 2306-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Senior Initiatives

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 invest in public health improvements, economic recovery and development, services to disproportionately affected communities, and general government services, among other allowable purposes; and,

WHEREAS, the Board of Commissioners desires to make financial investments in certain Township initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- Senior Citizens' 2023 Volunteer Expo to be held on May 31, 2023 and a Coffee/Open House to be held in the Fall of 2023, at an amount not to exceed \$6,000 as approved in the 2023 Budget

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.

RESOLVED THIS 10th day of April, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION 2307-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Various Spending Initiatives

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 invest in public health improvements, economic recovery and development, services to disproportionately affected communities, and general government services, among other allowable purposes; and,

WHEREAS, the Board of Commissioners desires to make improvements and financial investments in several Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- Engineering and Construction Costs for the Brookline Boulevard Sanitary Sewer Replacement in an amount not to exceed \$375,000

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.

RESOLVED THIS 10th day of April, 2023.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, 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

LARRY HOLMES, ESQ., PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ.
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ.
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVTT 13241

March 29, 2023

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

**RE: Brookline Boulevard Sanitary Sewer Replacement
Contract No. SS-46**

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Wednesday, March 29, 2023 at 1:00 p.m. for the above referenced contract. The low bidder was N. Abbonizio Contractors, Inc. of Conshohocken, PA, in the amount of \$331,785.00. N. Abbonizio Contractors has completed numerous projects for the Township in the past, and we have found their work to be satisfactory.

We recommend the Township consider awarding the contract to N. Abbonizio Contractors, Inc. in the amount of \$331,785.00 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/rg

The Township of Haverford
 Tabulation of Bids Received Until 1:00 PM
 Prevailing Time on March 29, 2023

HAVTT13241
 Page 1 of 1

CONTRACT NO. SS-48
 BROOKLINE BOULEVARD
 SANITARY SEWER REPLACEMENT

N. Abbenizio Contractors, Inc.
 1250 Conshohocken Road
 Conshohocken, PA 19386

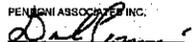
Eagle Contracting Inc.
 1160 Boat Road
 Downingtown, PA 19335

A. Gargiulo & Sons Inc.
 543 Creek Road
 Brookhaven, PA 19015

MOR Construction Services, Inc.
 199 Schoolhouse Lane
 Glen Mills, PA 19342

| ITEM NO. | ESTIMATED QUANTITY/UNIT | DESCRIPTION | N. Abbenizio Contractors, Inc. | | Eagle Contracting Inc. | | A. Gargiulo & Sons Inc. | | MOR Construction Services, Inc. | |
|----------------------------|-------------------------|---|--------------------------------|---------------|------------------------|---------------|-------------------------|---------------|---------------------------------|---------------|
| | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 46-1 | 1 LS | Maintenance and Protection of Traffic | \$37,340.00 | \$ 37,340.00 | \$85,000.00 | \$ 85,000.00 | \$75,000.00 | \$ 75,000.00 | \$115,000.00 | \$ 115,000.00 |
| 46-2 | 1 LS | Connection to Existing Manholes | \$9,175.00 | \$ 9,175.00 | \$8,250.00 | \$ 8,250.00 | \$10,000.00 | \$ 10,000.00 | \$10,000.00 | \$ 10,000.00 |
| 46-3 | 350 LF | Replacement of Existing Sewer Main | \$290.00 | \$ 101,500.00 | \$600.00 | \$ 210,000.00 | \$550.00 | \$ 192,500.00 | \$475.00 | \$ 166,250.00 |
| 46-4 | 650 LF | Replacement of Sewer Laterals | \$196.00 | \$ 127,400.00 | \$125.00 | \$ 81,250.00 | \$500.00 | \$ 325,000.00 | \$485.00 | \$ 314,750.00 |
| 46-5 | 570 SY | Paving Restoration | \$66.00 | \$ 37,620.00 | \$80.00 | \$ 45,600.00 | \$175.00 | \$ 99,750.00 | \$120.00 | \$ 68,400.00 |
| 46-6 | 150 CY | Miscellaneous Excavation and Backfill with PennDOT 2A Stone | \$125.00 | \$ 18,750.00 | \$35.00 | \$ 5,250.00 | \$100.00 | \$ 15,000.00 | \$450.00 | \$ 67,500.00 |
| TOTAL BID | | | \$331,785.00 | | \$416,350.00 | | \$717,250.00 | | \$748,900.00 | |
| Acknowledge Addendum No. 1 | | | Yes | | Yes | | Yes | | Yes | |
| Bid Security | | | Yes | | Yes | | Yes | | Yes | |

We Declare this to be a true Tabulation of Bids
 Received on March 29, 2023 by the Township of Haverford
 for Contract No. SS-48 Brookline Boulevard Sanitary Sewer Replacement

PENNONI ASSOCIATES INC.

 David Pennoni, P.E., PENNA. REG. NO. 039235-E

HAVERFORD TOWNSHIP MEMORANDUM

DATE: March 29, 2023
TO: David R. Burman, Township Manager
FROM: Brian Barrett – Director of Parks and Recreation
SUBJECT: Sound curtains for Paddock pickleball courts

Attached is a quote from JMC Lighting LLC for sound proofing curtains for Paddock Pickle Ball courts. The curtains will cover 213' of fencing in panels 10' x 3'. The quote is for \$17,712.

The Recreation Department acquired two quotes for this product with JMC Lighting being less expensive. The other quote was from Acoustiblok and the total was \$25,974.80. The funding for this comes from the ARPA

If there are any questions, I will be on hand for the Board of Commissioner work session.

JMC Lighting LLC

& ACOUSTICS NOISE REDUCTION



Invoice 8390

March 30, 2023

Haverford Township

1 Hilltop Road

Havertown, PA. 19083

ATTN: Brain Barrett, Director of Park
and Recreation

| Description | Quantity | Unit Price | Cost |
|---|----------|------------|-------------|
| SOUND PROOFING CURTAINS NOICE BARRIER W/QUILTED ABSORBER ON ONE SIDE AND ALL EDGES BOUND W/GORE TENERA THREAD, PVS MESH TARPAULIN, FABRICATED W/GROMMETS ACROSS THE TOP AND BOTTOM, COLOR FORREST GREEN AND BLACK | | | \$17,712.00 |
| 216 FT 10 by 3 | | | |
| | | | |
| | | | |
| Shipping Included | | | |
| | | | |
| | | Total | \$17,712.00 |

Terms and Conditions

Payment To:
JMC Lighting LLC
29 Kilkenny Ct
Alameda, CA 94502
415-518-8862

Scope of Work:

JMC Lighting LLC will deliver 216FT. of The Pickle Noise Block Sound Proofing Curtains. The delivery will start at the agreed upon time or no more than 4 to 6 weeks from contract date. JMC Lighting follows all OSHA Standards and Regulations.

Warranties:

5 years on Materials.

Terms:

The Customer will receive a final invoice upon receiving The Pickle Noise Block Sound Proofing Curtains. A 10% down payment is required before shipping. The balance is due 10 days after delivery. I, the Customer, understand and agree to all of Terms and Conditions stated on this agreement by signing. I, the Customer, have read and understood the Terms stated and agree to the total price and quantity of materials for this project. The price in this proposal/agreement may be subject to change upon additional work, change order and /or specific material ordered by the customer.

Pricing is good for 90 Days from March 30, 2023.

- Thank you for your consideration and the opportunity to serve The Pickle Ball Project.

Customer Signature

Date

Joshua M. Conlin *MARCH 30, 2023*

Joshua M. Conlin
JMC Lighting LLC
415-518-8862
conlinjoshuam@gmail.com
www.jmclightingllc.com

Date



Estimate

Date Feb-27-2023

Estimate # CO10043881
(Valid for 60 days)

Sales Rep comeara@acoustiblok.com

Bill to:

Haverford Township
Brian Barrett

Township Building | 1014 Darby Road
Havertown, PA 19083

EM: bbarrett@havtwp.org

Ship to:

Haverford Township
Brian Barrett

1 Hilltop Road
Havertown, PA 19083
USA

PH:610-446-9397

Remit to:

Acoustiblok, Inc.
6900 Interbay Blvd
Tampa, Florida USA 33616
P:(813)980-1400
F:(813)549-2653

| P.O.# | Sales Rep | Terms | EST Ship Date | F.O.B | Ship Via | Ship Notes | EST Weight |
|-------|-----------|-------|---------------|-----------|-------------|------------|------------|
| | CO | | | Tampa, Fl | FreightWise | Lift | 2465 |

| Qty | Item | Description | Unit Price | Total Price |
|-----|-------------|--|------------|-------------|
| 1 | ProjectName | Pickleball Court - Black | \$0.00 | \$0.00 |
| 1 | Notes | The following is for the 47' 5" section | \$0.00 | \$0.00 |
| 8 | AF6-VS6XLB | NEW, Patented Industrial Acoustifence® Vertical Section 6 ft x 10 ft x 1/8 in thick; internally reinforced, Black; approx. 6 lbs. per linear ft, grommets 8 in. apart on top, 6 in. apart on sides and a pair 3 in. apart centered every 18 in., 6 in. up from bottom. Includes 250LB silver stainless steel cable ties(Black are available at \$ 1.99 each). (sold by linear ft.) AF6 material > 200mph wind load tested. Foliage overlay available. Industrial product may have minor blemishes. SEE INSTALLATION SUGGESTIONS. | \$650.00 | \$5,200.00 |
| 1 | AF6-VS6XLB | CUSTOM VERTICAL NOISE CURTAIN Acoustifence® Vertical Section 9 in. W x 10 ft. H x 1/8 in thick; internally reinforced, BLACK | \$150.00 | \$150.00 |
| 1 | Notes | The following is for the 53' 5" section | \$0.00 | \$0.00 |
| 9 | AF6-VS6XLB | NEW, Patented Industrial Acoustifence® Vertical Section 6 ft x 10 ft x 1/8 in thick; internally reinforced, Black; approx. 6 lbs. per linear ft, grommets 8 in. apart on top, 6 in. apart on sides and a pair 3 in. apart centered every 18 in., 6 in. up from bottom. Includes 250LB silver stainless steel cable ties(Black are available at \$ 1.99 each). (sold by linear ft.) AF6 material > 200mph wind load tested. Foliage overlay available. Industrial product may have minor blemishes. SEE INSTALLATION SUGGESTIONS. | \$650.00 | \$5,850.00 |
| 1 | AF6-VS6XLB | CUSTOM VERTICAL NOISE CURTAIN Acoustifence® Vertical Section 11 in. W x 10 ft. H x 1/8 in thick; internally reinforced, BLACK | \$120.00 | \$120.00 |
| 1 | Notes | The following is for the (2) 57' 7" sections Each section gets (9) full curtains and (1) custom curtain | \$0.00 | \$0.00 |
| 18 | AF6-VS6XLB | NEW, Patented Industrial Acoustifence® Vertical Section 6 ft x 10 ft x 1/8 in thick; internally reinforced, Black; approx. 6 lbs. per linear ft, grommets 8 in. apart on top, 6 in. apart on sides and a pair 3 in. apart centered every 18 in., 6 in. up from bottom. Includes 250LB silver stainless steel cable ties(Black are available at \$ 1.99 each). (sold by linear ft.) AF6 material > 200mph wind load tested. Foliage overlay available. Industrial product may have minor blemishes. SEE INSTALLATION SUGGESTIONS. | \$650.00 | \$11,700.00 |
| 2 | AF6-VS6XLB | CUSTOM VERTICAL NOISE CURTAIN Acoustifence® Vertical Section 61 in. W x 10 ft. H x 1/8 in thick; internally reinforced, BLACK | \$650.00 | \$1,300.00 |



Made in the U.S.A



All U.S. Materials for over 20 years



"a NASA Spinoff listed company"

Estimate

Date Feb-27-2023

Estimate # CO10043881
(Valid for 60 days)

Sales Rep comeara@acoustiblok.com

| Qty | Item | Description | Unit Price | Total Price |
|------|-------------------|--|------------|-------------|
| 1 | Notes | The following is for the Gate | \$0.00 | \$0.00 |
| 1 | AF6-VS6XLB | CUSTOM VERTICAL GATE COVER Acoustifence® Vertical Section 30 in. W x 80 in. H x 1/8 in thick; internally reinforced, BLACK | \$420.00 | \$420.00 |
| 1531 | AF-GHP | AcoustiFence grommet hole plugs. VERY essential, considering how much sound comes out of your cell phone's extremely small speaker holes and the grommet holes are many times larger with approximately 100 in each fence. | \$0.25 | \$382.75 |
| 1 | Notes | Please include 1,236 - 14" stainless steel wire ties at n/c | \$0.00 | \$0.00 |
| 1 | DISCLAIMER-AFAD | AcoustiFence Acoustical Disclaimer-Outdoor Noise is only capable of being reduced; it is impossible to totally stop. Your noise reduction is relevant to many variables, i.e., surrounding noise reflecting objects like buildings or trees, elevations of listener vs. noise source, noise frequencies, wind, or the height of the AcoustiFence noise barrier. | \$0.00 | \$0.00 |
| 1 | DISCLAIMER-AFSD | Structural integrity of installation & structure the AcoustiFence is attached to, is entirely the responsibility of the customer. Wind can be dangerous on large surface areas. Consult with proper engineering to determine safest fence structure and installation, even if using our install suggestions, from various customers. Installation/maintenance in windy conditions can be dangerous and should not be done. | \$0.00 | \$0.00 |
| 1 | DISCLAIMER-FRT 01 | Acoustiblok Inc. makes no guarantee nor assumes ANY liability whatsoever relative to shipping out or arrival times of shipments. Customer/consignee agrees to be responsible for storage and return freight charges for shipment not picked up or accepted. Customer must have ability to unload product, i.e. fork lift if lift gate not included in freight charge or noted on this document. Freight charges subject to change due to fuel index. | \$0.00 | \$0.00 |
| 1 | FRGHT-FreightWise | \$852.05 2465# (2)pallets 75x51 78x36 Multi rolled Limited access Lift gate Delivery appt 3-4 Business days est transit | \$852.05 | \$852.05 |

Note: "TAKE OFF OR QUANTITY OF MATERIALS IS THE RESPONSIBILITY OF PURCHASER"
Black

Subtotal: \$25,974.80
Sales Tax: \$0.00
Total: \$25,974.80

Signature below indicates acceptance of this Estimate including terms and conditions www.acoustiblok.com. Signing for Acoustiblok, Inc. *Lahnie Johnson* Lahnie Johnson, President. All sales final. No refunds/credits. No other warranties implied or verbal agreements beyond this contract. Estimates of quantities required or shipping times are only estimates. "Soundproof" is a degree of sound reduction impossible to be 100%.

Personal Signature: _____ Print Name _____ Date _____

Title _____

PUBLIC HEARING – 6:15 P.M. “TEFRA Hearing (2023 Bond Issue)”

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, APRIL 10, 2023 - 7:00 PM**

1. Opening of Meeting – Commissioner Larry Holmes, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting for a TEFRA Hearing.

a. Roll Call – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Kailie Melchior, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Parks and Recreation Director, Paul Hileman, IT Director, Kelly Kirk, Zoning Officer and Chuck Faulkner.

b. Pledge of Allegiance

2. Promotion: Information Technology Department

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to approve Township Manager’s appointment of Paul Hileman as Director of Information Technology.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

3. Proclamation: Annual Arbor Day Remembrance – presented by Commissioner Hart.

4. Presentation by: Brookline Park Planning Committee

Mr. Barrett presented background information. A Slide Presentation was prepared by Simon Collins.

Discussion began. Key topics addressed (see attached)

5. Citizens Forum - 20 Minutes Registered Speakers - Agenda Items Only

Ann Phillips – Freedom Playground – requested Volunteers for Annual Maintenance Day on April 29th from 9 – 3 p.m.

The following individuals stated their opinions and are all supporters of the Library Renovation Plan:

Christine Faris, Kathleen Roe, Megan Lee, Irene Coffey, Larry Arata

David Ogg – 215 Colfax Road – spoke on the loud noise that comes from the Pickleball Court at Paddock Park. He requests a solution.

END OF REGISTERED SPEAKERS

The following individuals also support the Library:

Resident residing on Wendover (could not make out her name), Haverford Middle School Student, Ann Phillips, Sam Krakow (who also spoke on supporting the Responsible Contractor Ordinance), Helene Conroy-Smith but questioned the cost, Rita Waters, Beth York and Monet Riley (who also questioned financing and use of ARPA money).

Jim DiMarco – Colfax Road – voiced his concerns regarding the Pickle Ball Court noise and how it is a nation wide problem.

6. **Bureau of Fire Update** – Commissioner Wechsler presented March’s report.

7. **Township Auditor Update** – On behalf of Township Auditor, who was absent, Commissioner Holmes indicated that Mr. Ross reviewed the warrants and found no irregularities.

8. **David R. Burman – Township Manager’s Update** – Mr. Burman stated that the Shredding Event previously held was a success and the next one will be held in August. The next two E-Waste Collections will be held in June and November. Mr. Burman thanked all those involved that worked on the Bond documents. Paramedic Chief Jim McCans offered CPR and AED classes to 150 parents and coaches of Little League Teams. He also offered Narcan classes.

9. **Approval of Minutes** Regular Meeting Minutes of March 13, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Regular Meeting Minutes of March 13, 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. **Approval of Warrants**

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve the following warrant #4-2023 totaling \$5,639,209.22

General & Sewer fund Payroll for March 16, 2023 in the amount of \$740,319.75

General fund Payroll for March 30, 2023 in the amount of \$817,659.52

General Fund disbursements #4-2023 in the amount of \$3,335,596.99

Motion made by Commissioner Forste-Grupp and seconded by Commissioner McCloskey to adopt the first reading of Ordinance No. P5-2023 , AMENDING CHAPTER 4, ADMINISTRATION OF GOVERNMENT, PART 10, FISCAL AFFAIRS, SECTION 4-1008, ESTABLISHMENT OF PURCHASING SYSTEM, TO ADOPT CERTAIN PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC CONTRACTS WITHIN THE TOWNSHIP; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS ON PUBLIC CONTRACTS; PROVIDING FOR PUBLIC CONTRACT REVIEW PROCEDURES; REPEALING INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; CONTAINING A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was amended by Commissioner Gondek and accepted by Commissioners Forste-Grupp and McCloskey to increase threshold from \$100,000 to \$250,000.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Ordinance No. P6-2023 Traffic (1st Reading)

Motion made by Commissioner Quinn and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P6-2023 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of the Pembroke Road side of 255 Kathmere Road

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

**14. Resolution No. 2305-2023 \$3,000,000 ARPA Allocation –
Library Renovation Project**

Motion made by Commissioner Wechsler and seconded by Commissioner Cavender to adopt Resolution No. 2305-2023 that the Board of Commissioners of Haverford Township hereby authorizes the designation of \$3,000,000 of the Township’s American Rescue Plan Fund allocation to assist with funding of the Haverford Township Free Library Renovation project.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

**15. Resolution No. 2306-2023 American Rescue Plan Act Coronavirus Local Fiscal Recovery
Fund Senior Initiatives**

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2306-2023 that the Board of Commissioners desires to make financial investments in certain Township initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- **Senior Citizens' 2023 Volunteer Expo to be held on May 31, 2023 and a Coffee/Open House to be held in the Fall of 2023, at an amount not to exceed \$6,000 as approved in the 2023 Budget: and that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.**

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2307-2023 American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Initiatives

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt Resolution No. 2307-2023 that the Board of Commissioners desires to make financial investments in certain Township initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- **Engineering and Construction Costs for the Brookline Boulevard Sanitary Sewer Replacement in an amount not to exceed \$375,000; and that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced project and initiative.**

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Settlement Agreement

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve settlement agreement and service connected disability pension for a Haverford Police Officer

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Settlement Agreement - Township Administration Building:

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to ratify settlement agreement for water claims and punch list issues (not including the facade)

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

18. Contract

Brookline Boulevard Sanitary Sewer

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to award the Brookline Boulevard Sanitary Sewer Contract to N. Abbonizio Contractors, Conshohocken, PA, in the amount of \$331,785.00; submitting the lowest responsible bid.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

19. Purchase

Parks and Recreation

Sound Proofing Curtains for Paddock Pickleball Courts

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the purchase of Sound Proofing Curtains for Paddock Pickleball Courts for Paddock Field to JMC Lighting, LLC, Alameda, CA, in the amount of \$17,712.00; submitting the lowest responsible quote. This will be paid for from ARPA money.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

20. Appointments:

Civil Service Commission Alternate (6 Year Term)

Motion made by Commissioner Hart and seconded by Commissioner Quinn to appoint Mark O'Connor to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Human Relations Commission

Motion made by Commissioner Quinn and seconded by Commissioner Trombetta to appoint Andrew LeDonne to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender. Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to appoint Janet Lee to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2025.

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to appoint Helene Conroy Smith.

Roll Called.

7 Commissioners voted for Ms. Lee: Forste-Grupp, McCloskey, Cavender, Hart, Wechsler, Trombetta and Holmes.

2 Commissioners voted for Ms. Conroy-Smith: Commissioners Gondek and Quinn.

Ice Rink Advisory Board

Motion made by Commissioner Trombetta and seconded by Commissioner Gondek to appoint Elizabeth Natal to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender. Quinn, Hart, Wechsler, Trombetta and Holmes.

Shade Tree Commission

Motion made by Commissioners Trombetta and seconded by Commissioner Gondek to TABLE.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender. Quinn, Hart, Wechsler, Trombetta and Holmes.

Senior Citizens Advisory Board

Ward 6 **Gerald Vision**

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

Jen Walsh – Lexington Avenue

She is requesting that the Basketball Courts at the CREC be on a Reservation system.

Phil Goldsmith – Library President

This has been a long process. The library will be temporarily renting space in the Manoa Shopping Center and a book mobile will be utilized.

Dory Doughty – what is the ultimate burden on the tax papers with the Bond.

Response: The township needs to raise approximately \$400,000 in debt service from various sources during the 2024 budget process.

Tristan Grupp – 107 Llandaff Road

Mr. Grupp is a library supporter and is also interested in Climate Change. The Norristown Speed Line needs to be more pedestrian friendly and have the ability to access it. This would increase ridership.

Brian Ramona – 9th Ward Resident

He would like to commend our Police Department in lieu of the what happened in Louisville. He also stated that two brothers from Havertown were recently on the Shark Tank.

Mrs. Wagner – Rosewood Lane

She asked for an update on the Haverford Road Diet and the Comprehensive Plan.

Response: Meetings will take place with Commissioners, residents and PaDot. The Comprehensive Plan is back with the Adhoc Committee.

Commissioner Holmes indicated that the Board, at the time, agreed to use \$3 million of the ARPA to go towards the Library renovations.

Regarding the Bond: There is a schedule the township will follow which can be refinanced if the rate drops.

22. New business

Nothing to report.

23. Other business

1st Ward Commissioner Brian Gondek

Hilltop Civic Association will have Movie Night on May 5th.

PECO will do mill and overlay work on April 14th from 7 to 4 p.m. on various streets in the 1st Ward.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph. D

Construction on the Pennsy Trail maybe starting soon. This trail will run from Manoa Road down to Vernon.

3rd Ward Commissioner Kevin McCloskey, Esq.

Commissioner McCloskey stated that playground equipment will soon be installed at Grasslyn Playground.

We have taken a monumental move forward with the Library tonight after a multi-year process!

5th Ward Commissioner Laura Cavender

Commissioner Cavender and others did a walk around the Brynford area for reasons being more walkability and bike-ability use. She is happy that more residents are involved; including the Haverford Road Diet.

7th Ward Commissioner Conor Quinn

The Annual Kevin Cain Run is this weekend.

April 28th is the Annual Billy Lake ALS Fundraiser at McSorley Pub.

He asked that all walkers use side streets.

8th Ward Commissioner Gerry Hart, M.D.

Commissioner Hart thanked the Brookline Park Steering Committee for their presentation tonight.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler requested volunteers for the Hilltop Civic Association.

Road paving continues – however, Morgan Avenue has yet been paved.

He also emphasized, do not light candles on the second floor of your homes.

4th Ward Commissioner – Judy Trombetta

Discover Haverford is sponsoring the Andy Lewis 5K Run on April 23rd. She also asked for volunteers to help with the annual Freedom Playground Maintenance Day.

6th Ward Commissioner – Larry Holmes, Esq.

Commissioner Holmes stated that the residents that reside on Woodcrest Avenue are having a “trying Utility Company year”. Work has been on going with all the utility companies.

24. All Commissioners agreed to adjourn

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, May 1, 2023

7:00 P.M.

Christopher Herr CPA, Partner, Maillie LLP - Results of the 2022 Audited Financial Statements

Commissioner Committee Update

Police Department – Police Chief Update

NEXT WEEK:

Ordinance No. P4-2023 2023 Bond Issue (2nd Reading)

Ordinance No. P5-2023 Responsible Contractors (2nd Reading)

Ordinance No. P6-2023 Traffic (2nd Reading)

Ordinance No. P7-2023 Traffic (1st Reading)

Resolution No. 2308-2023 Finance – Approval of new depository for Township funds with The Pennsylvania School District Liquid Asset Fund (PSDLAF), Lancaster, PA

Resolution No. 2309-2023 Acknowledgement of prior proper advertising of a tax equity & fiscal responsibility act (“TEFRA”) Hearing

Resolution No. 2310-2023 Grant Agreement – Pa. Commission on Crime and Delinquency

Resolution No. 2311-2023 Supporting Anti-Hate Crime Bills

Contract Awards/Purchases

Public Works: - #2 Fuel/Oil

Raymond Drive Basin

HTFL – Owners Representative Contract

Purchase of a Paramedic vehicle for Chief

Parks and Recreation – Playground Equipment at Grange Park

**Police Department – Police Week Acknowledgement
Officer of the Year**

Shade Tree Appointment

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2974-2023

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,500,000; 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; SETTING FORTH PARAMETERS FOR THE MAXIMUM PRINCIPAL MATURITY AMOUNTS AND DATES AND MAXIMUM INTEREST RATES AND OTHER DETAILS OF THE BONDS; AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM FOR THE BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS BY PRIVATE NEGOTIATED SALE 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; PROVIDING FOR A SINKING FUND FOR EACH SERIES OF THE BONDS; PROVIDING FOR A CONSTRUCTION FUND AND REBATE FUND FOR EACH SERIES OF THE BONDS; MAKING CERTAIN COVENANTS 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; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING MUNICIPAL BOND INSURANCE; 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 OF THE TOWNSHIP; AUTHORIZING PUBLIC HEARINGS; 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 one or more series of its general obligation bonds, the proceeds of which, together with the income from the investment of such proceeds, will be used to pay all or a portion of the costs of certain capital projects of the Township, and to pay costs and expenses incurred by the Township in connection with the issuance and sale of such bonds (including the cost of bond insurance, 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 one or more series or subseries of its general obligation bonds (collectively, the "Bonds") in an aggregate principal amount not to exceed \$24,500,000, such bonds to be designated substantially as "Township of Haverford, Delaware County, Pennsylvania, General Obligation Bonds, Series [...] of [...]", with an appropriate series or subseries designation to be inserted upon issuance of each particular series of Bonds. The Township may add such other designation and name to the Bonds of any series or subseries as it may determine to be appropriate. Each separate series of the Bonds issued hereunder is herein referred to as a "series" of Bonds.

Section 2. The Capital Projects.

The Bonds shall be issued for the purpose of financing all or a portion of the costs of certain "projects" within the meaning of the Debt Act, consisting of certain capital projects generally described in Exhibit A attached hereto and made a part hereof (collectively, the "Capital Projects"). The proceeds of the Bonds, together with the income from the investment of such proceeds, will be used to pay the "costs" of the Capital Projects within the meaning of the Debt Act (including without limitation by reimbursement to the Township of costs previously paid by the Township), including, without limitation, all costs and expenses incurred by the Township in connection with the issuance and sale of the Bonds.

The Capital Projects, as generally described in Exhibit A attached hereto and made a part hereof, are hereby approved. The estimated costs of the Capital Projects, exclusive of said bond issuance expenses, based on actual bids or professional estimates from professional architects and engineers and others qualified by experience, and the realistic estimated useful lives of the Capital Projects, are as set forth in said Exhibit A.

The Capital Projects are combined for financing purposes as permitted under the Debt Act. The Township hereby reserves the right to undertake the Capital Projects in such order and at such time or times as it may determine in its discretion; to delete, abandon or modify any one or more of the individual components of the Capital Projects; and to allocate the proceeds of the Bonds of each series and other available moneys to the final costs of the Capital Projects in such amounts and order of priority as it may determine in its discretion, but the proceeds of the Bonds shall be used solely to pay the "costs" of the Capital Projects within the meaning of the Debt Act or upon appropriate amendment to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

It is hereby determined and stated that the Bonds shall be scheduled to mature in accordance with the limitations set forth in Section 8142(a)(2) of the Act taking into account the estimated useful lives of the various Capital Projects to be financed by the Bonds. A principal amount of Bonds equal to the separate costs of the Capital Projects having a shorter useful life than the period during which the Bonds will be outstanding shall be scheduled to mature prior to the end of such useful life and the balance prior to the end of the longest useful life.

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 (a "Paying Agency Agreement") with, the Paying Agent and Sinking Fund Depository with respect to each series of Bonds, 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 of the related series 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 such 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 of each series 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 B 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 October 1 of the years and in principal amounts not exceeding the principal amounts set forth in Exhibit B attached hereto and made a part hereof.

(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 of each series shall be due and payable semi-annually on April 1 and October 1 of each year, commencing on the first such date following the issuance and delivery of the Bonds of such series that is mutually acceptable to the Township and the Purchaser (as defined in Section 8 hereof) (each such April 1 and October 1 being referred to herein as an "Interest Payment Date" for each series of Bonds), to the registered holders of such 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 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 such paying agent. Interest on the Bonds of each series 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 of such series 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 of such series 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 of the relevant series, 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 of each series may be subject to mandatory, optional or extraordinary redemption prior to maturity upon such terms and conditions and at such redemption price or premium (which may include a make-whole amount) 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 of such series issued upon the initial issuance and delivery thereof. Any term Bonds of a series that are

surrendered to the Paying Agent by the Township before the date that is 60 days immediately preceding the relevant mandatory redemption date for such term Bonds shall be credited against such redemption to the extent not previously so credited.

(b) *Partial Redemptions.* If less than all Bonds of a particular series and maturity are to be redeemed, the particular Bonds of such series and 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. Such notice shall also be sent to DTC (as hereinafter defined) and to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System site. 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 series, 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 of any series during a period beginning at the close of business on the Record Date for the Bonds of such series or any date of selection of Bonds of such series 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 of each series shall be initially issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity of such series 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 of each series 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 of any series be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds of such series for an equal aggregate principal amount of Bonds of the same series and 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 will apply to the Bonds of each series (together with any modifications thereto or replacements therefor, the "Representation Letter"). So long as any Bonds of any series 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 of such series 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 particular series and 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 series and maturity which have been redeemed.

(c) So long as any Bonds of any series 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 such Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on such Bonds, selecting such Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holders of such Bonds under this Ordinance or the Paying Agency Agreement, registering the transfer of such Bonds, obtaining any consent or other action to be taken by the holders of such Bonds 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 holders of Bonds 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 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 of any series 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 such series of 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 such series of 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 of such series 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 of such series.

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 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 of each series shall be sold at a private sale by negotiation. The Township shall award and sell the Bonds at a price of not less than ninety-five percent (95%) and not more than one hundred twenty percent (120%) of the principal amount of the Bonds (such percentages to be determined inclusive of any 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 Bond Purchase Proposal, dated May 8, 2023 (the "Bond Purchase Proposal"), from Janney Montgomery Scott LLP (the "Purchaser"). 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 Purchaser. The final terms for the purchase of the Bonds of each series (consistent with the Bond Parameters and the requirements of this Ordinance) shall be set forth in an addendum (the "Addendum") to the Bond Purchase Proposal between the Purchaser and Township. The President of the Board of Commissioners, the Vice President of the Board of Commissioners, the Township Manager and the Assistant Township Manager/Director of Finance, or any of them, are hereby authorized to approve the final terms of the Bonds and to endorse the acceptance of the Township on the Addendum, provided that the final terms of the Bonds and the Addendum are within the Bond Parameters and conform to the other requirements of this Ordinance. Copies of the Bond Purchase Proposal and the Addendum, together with copies of the other Bond sale documents, shall be filed with the permanent records of the Township. The Bond Purchase Proposal and the Addendum are together referred to in this Ordinance as the "Bond Purchase Contract."

Section 9. Execution and Delivery of Bonds. The form of the Bonds of each series and the Paying Agent's Certificate of Authentication shall be substantially in the form set forth in Exhibit C hereto with any changes, insertions, omissions and variations as may be necessary or appropriate to reflect the final terms of the Bonds of such series as issued and sold to the Purchaser. 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 of each series 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 therefor 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 each series of 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 Funds. There shall be established with the Sinking Fund Depository a sinking fund for each series of Bonds (each, a "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 related series of 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 such Bonds shall become due, in amounts sufficient to pay the interest then due plus principal of such Bonds then maturing. Any moneys received by the Township as accrued interest on any series of the Bonds upon the issuance thereof shall be deposited in the related Sinking Fund in accordance with Section 16 hereof and shall be applied to pay interest due on the related series of Bonds on the first interest payment date therefor. All sums in each Sinking Fund shall be applied exclusively to the payment of the principal of and interest on the related series of 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 such 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 such Sinking Fund. Each 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 for the related series of Bonds from the moneys in the related Sinking Fund, the principal of and interest on such 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 such Bonds entitled thereto in the manner and upon the terms contained herein.

Section 12. Establishment and Operation of Construction Funds. In order to account for the receipt, investment and application of the proceeds of the Bonds to be used to pay the costs of the Capital Projects, the Township may establish one or more special funds of the Township (each, a "Construction Fund") with respect to one or more series of Bonds or with respect to one or more separate Capital Projects to be financed by the Bonds. The assets of each Construction Fund shall consist solely and exclusively of the proceeds of the sale of the related series of Bonds and all earnings from the investment of such proceeds. The Township shall initially deposit or cause to be deposited in the appropriate Construction Fund certain proceeds received from the issuance and sale of the related series of Bonds, in the manner and to the extent provided in Section 16 hereof. Unless and until moneys in the relevant Construction 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 Federal Deposit Insurance Corporation or by any other agency of the United States of America performing functions similar to Federal Deposit Insurance Corporation (provided such agency shall be in existence). The Sinking Fund Depository or such other incorporated bank or trust company is herein referred to as an "Authorized Depository." Such account or accounts shall be deemed to be part of the related Construction Fund for the purposes hereof.

The Township hereby covenants that, except as hereinafter provided, it will apply moneys in the relevant Construction Fund to pay the cost of the Capital Projects (as the term "cost" is defined in the Debt Act and as the Capital Projects may be modified from time to time in accordance with the provisions of the Debt Act) for which the related series of Bonds was issued and will use such moneys for no other purpose, provided that investment earnings on moneys held in a Construction Fund relating to any Tax-Exempt Bonds (as defined in Section 13 hereof) may be transferred by the Township to the Rebate Fund to the extent required for the purposes of the Rebate Fund.

Subject to the Tax Agreement referred to in Section 22 hereof, and subject to any restrictions on investments contained in the relevant Paying Agency Agreement, moneys on deposit to the credit of any Construction Fund not required for immediate application may be invested in any investments permitted by law. All investments made with moneys in each Construction 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 such Construction Fund.

When the acquisition, construction and installation of the Capital Projects (as the same may be modified from time to time in accordance with the provisions of the Debt Act) for which a particular series of Bonds has been issued shall have been completed, the balance of any moneys remaining in the related Construction Fund in excess of any amount to be reserved for the payment of unpaid items of the cost of such Capital Projects shall be deposited in the related Sinking Fund, unless in any such case the Township shall have received an opinion of nationally recognized bond counsel permitting other uses of such moneys, in which event such moneys may be used for such other uses as may be so permitted in such opinion. The Township shall instruct the Paying Agent to apply all of such balance so deposited in the related Sinking Fund and the Sinking Fund Depository shall make funds available to the Paying Agent to (a) the purchase at any time of any then outstanding Bonds of the related series at such prices and upon such terms and conditions as shall be specified by the Township or (b) the earliest redemption of a portion of the Bonds of the related series prior to their maturities pursuant to any rights of optional redemption applicable to such Bonds, unless the Township shall have received an opinion of nationally recognized bond counsel permitting other uses of such moneys deposited in the Sinking Fund, in which event such moneys may be used for such other uses as may be so permitted in such opinion.

Section 13. Establishment and Operation of Rebate Fund. The interest payable on all or a portion of the Bonds may, in the opinion of bond counsel to the Township, be excludable from the gross income of the holders of such Bonds for federal income tax purposes, and such Bonds are referred to in this Ordinance as "Tax-Exempt Bonds". In order to provide for the payment of any required rebate to the United States with respect to Tax-Exempt Bonds

pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, there shall be created and established a special fund of the Township designated with respect to each series of the Tax-Exempt Bonds as the "Rebate Fund". The Rebate Fund shall be funded, maintained and applied as required under the Tax Agreement referred to in Section 22 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 an Authorized Depository. 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 22 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 Tax-Exempt 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. Federal Tax Covenants. The Township hereby covenants with the holders from time to time of the Tax-Exempt Bonds that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder applicable to the Tax-Exempt Bonds in order to ensure that interest on the Tax-Exempt 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 Tax-Exempt Bonds which would cause the Tax-Exempt 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 Tax-Exempt Bonds. The foregoing covenants shall survive the payment in full of the Bonds.

Section 15. 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 16. 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 designated with respect to the Bonds as the "Settlement Account", which may include subaccounts with respect to separate series of the Bonds (collectively, 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 the Vice President of the Board of Commissioners, the Township Manager or the Assistant Township Manager/Director of Finance, (a) pay over to the Sinking Fund Depository for deposit to the credit of the appropriate Sinking Fund for each series of Bonds the amount, if any, of accrued interest on the Bonds of the related series 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 (and bond issuance, if applicable) of the Bonds on behalf of the Township upon presentation of proper invoices therefor, and (c) transfer the balance of such proceeds to the Township for deposit to the credit of the appropriate Construction Fund and/or to reimburse the Township for payment of costs of the Capital Projects previously made by the Township. 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 the Vice President of the Board of Commissioners, the Township Manager or the Assistant Township Manager/Director of Finance 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, the Township Manager or the Assistant Township Manager/Director of Finance, be paid over by the Paying Agent to the Township for deposit to the credit of the appropriate Construction Fund, whereupon the Settlement Account shall be closed.

Section 17. [Reserved].

Section 18. 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, 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 19. 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 one or more municipal bond insurance policies (collectively, 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. If applicable, the Bonds of each relevant series may include a statement of the terms of the Bond Insurance Policy.

Section 20. 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 21. 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, 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 22. 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 of each series 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 Tax-Exempt 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 Tax-Exempt Bonds, and the making of any elections under the Code in respect of the Tax-Exempt Bonds as may be necessary or appropriate upon the advice of bond counsel to the Township; (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) the execution of all such documents, instruments, certificates, directions, orders, receipts and agreements required by the Purchaser, Bond Counsel or the Bond Insurer as a condition precedent to the issuance of the Bonds; and (d) the execution of such agreements with the Haverford Township Free Library Association, the

Township's volunteer fire companies, the Township's EMS provider, and any other user of proceeds of any Bonds as may be necessary or appropriate in connection with the issuance of any series of the Bonds.

In addition to and not in limitation of the foregoing, the President and Vice President of the Board of Commissioners, the Township Manager and the Township Assistant Manager/Director of Finance are each 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 of each series including, of such series without limitation, the date of issuance, the aggregate principal amount, the principal maturities of such series, the redemption provisions for such series, the interest rates and yields for such series, and the purchase price to be paid by the Purchaser for such series, 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. The execution of the Bonds of any series 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 with respect to such series Bonds by such officer.

Section 23. Public Hearings Authorized. The proper officers of the Township are authorized to give public notice of and to conduct such public hearings with respect to the Bonds as may be necessary or appropriate under Section 147(f) of the Code and advised by the Township's bond counsel in order to comply with the Code. The Board of Commissioners hereby ratifies and approves any such public hearings conducted by any such officers of the Township prior to the date hereof.

Section 24. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

Section 25. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Debt Act.

DULY ENACTED this 8th day of May 2023.

**TOWNSHIP OF HAVERFORD, DELAWARE
COUNTY, PENNSYLVANIA**

By _____
President, Board of Commissioners

[Township Seal]

Attest:

Secretary

EXHIBIT A

Description of Capital Projects

| <u>Description</u> | <u>Estimated Cost</u> | <u>Estimated Useful Life (Years)</u> |
|---|------------------------------|---|
| • Library renovations, equipment, and improvements | \$20,845,000 | 40 |
| • Acquisition of fire apparatus | \$3,300,000 | 15-20 |
| • Skatium renovations, improvements and equipment | \$2,500,000 | 10-20 |
| • Solar panels and related equipment for Township buildings | \$1,000,000 | 25 |
| • Acquisition of ambulances/EMS vehicles | \$600,000 | 7 |

EXHIBIT B

Maximum Debt Service Schedule

(Attached)

TOWNSHIP OF HAVERFORD
 SERIES OF 2023

Maximum Parameters

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|----------------------|-----------------|----------------------|---------------------------------|--|
| <u>DATE</u> | <u>MAX PRINCIPAL</u> | <u>MAX RATE</u> | <u>INTEREST</u> | <u>SEMI-ANNUAL DEBT SERVICE</u> | <u>PROPOSED FISCAL YEAR DEBT SERVICE</u> |
| 10/1/2023 | 405,000 | 6.000 | 432,833.33 | 837,833.33 | 837,833.33 |
| 4/1/2024 | | | 722,850.00 | 722,850.00 | |
| 10/1/2024 | 725,000 | 6.000 | 722,850.00 | 1,447,850.00 | 2,170,700.00 |
| 4/1/2025 | | | 701,100.00 | 701,100.00 | |
| 10/1/2025 | 755,000 | 6.000 | 701,100.00 | 1,456,100.00 | 2,157,200.00 |
| 4/1/2026 | | | 678,450.00 | 678,450.00 | |
| 10/1/2026 | 790,000 | 6.000 | 678,450.00 | 1,468,450.00 | 2,146,900.00 |
| 4/1/2027 | | | 654,750.00 | 654,750.00 | |
| 10/1/2027 | 825,000 | 6.000 | 654,750.00 | 1,479,750.00 | 2,134,500.00 |
| 4/1/2028 | | | 630,000.00 | 630,000.00 | |
| 10/1/2028 | 850,000 | 6.000 | 630,000.00 | 1,480,000.00 | 2,110,000.00 |
| 4/1/2029 | | | 604,500.00 | 604,500.00 | |
| 10/1/2029 | 880,000 | 6.000 | 604,500.00 | 1,484,500.00 | 2,089,000.00 |
| 4/1/2030 | | | 578,100.00 | 578,100.00 | |
| 10/1/2030 | 920,000 | 6.000 | 578,100.00 | 1,498,100.00 | 2,076,200.00 |
| 4/1/2031 | | | 550,500.00 | 550,500.00 | |
| 10/1/2031 | 960,000 | 6.000 | 550,500.00 | 1,510,500.00 | 2,061,000.00 |
| 4/1/2032 | | | 521,700.00 | 521,700.00 | |
| 10/1/2032 | 995,000 | 6.000 | 521,700.00 | 1,516,700.00 | 2,038,400.00 |
| 4/1/2033 | | | 491,850.00 | 491,850.00 | |
| 10/1/2033 | 1,035,000 | 6.000 | 491,850.00 | 1,526,850.00 | 2,018,700.00 |
| 4/1/2034 | | | 460,800.00 | 460,800.00 | |
| 10/1/2034 | 1,090,000 | 6.000 | 460,800.00 | 1,550,800.00 | 2,011,600.00 |
| 4/1/2035 | | | 428,100.00 | 428,100.00 | |
| 10/1/2035 | 1,145,000 | 6.000 | 428,100.00 | 1,573,100.00 | 2,001,200.00 |
| 4/1/2036 | | | 393,750.00 | 393,750.00 | |
| 10/1/2036 | 1,205,000 | 6.000 | 393,750.00 | 1,598,750.00 | 1,992,500.00 |
| 4/1/2037 | | | 357,600.00 | 357,600.00 | |
| 10/1/2037 | 1,255,000 | 6.000 | 357,600.00 | 1,612,800.00 | 1,970,200.00 |
| 4/1/2038 | | | 319,950.00 | 319,950.00 | |
| 10/1/2038 | 1,315,000 | 6.000 | 319,950.00 | 1,634,950.00 | 1,954,900.00 |
| 4/1/2039 | | | 280,500.00 | 280,500.00 | |
| 10/1/2039 | 1,380,000 | 6.000 | 280,500.00 | 1,660,500.00 | 1,941,000.00 |
| 4/1/2040 | | | 239,100.00 | 239,100.00 | |
| 10/1/2040 | 1,445,000 | 6.000 | 239,100.00 | 1,684,100.00 | 1,923,200.00 |
| 4/1/2041 | | | 195,750.00 | 195,750.00 | |
| 10/1/2041 | 1,520,000 | 6.000 | 195,750.00 | 1,715,750.00 | 1,911,500.00 |
| 4/1/2042 | | | 150,150.00 | 150,150.00 | |
| 10/1/2042 | 1,585,000 | 6.000 | 150,150.00 | 1,735,150.00 | 1,885,300.00 |
| 4/1/2043 | | | 102,600.00 | 102,600.00 | |
| 10/1/2043 | 1,670,000 | 6.000 | 102,600.00 | 1,772,600.00 | 1,875,200.00 |
| 4/1/2044 | | | 52,500.00 | 52,500.00 | |
| 10/1/2044 | 1,750,000 | 6.000 | 52,500.00 | 1,802,500.00 | 1,855,000.00 |
| TOTALS | 24,500,000 | | 18,662,033.33 | 43,162,033.33 | 43,162,033.33 |

EXHIBIT C

Form of Bond

**TOWNSHIP OF HAVERFORD
(DELAWARE COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, SERIES OF _____**

No. R- _____

\$ _____

Interest Rate

Maturity Date

Dated Date

CUSIP

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 April 1 and October 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 ____" (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 May 8, 2023 (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 Record Date or any date of selection of Bonds of such series 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.

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.

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 and attested by the manual or facsimile signature of the 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**

Dated:

By _____
Authorized Signature

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 Exhibit C Form of Bond]

VOTING CERTIFICATE

The undersigned Secretary of the Township of Haverford, Delaware County, Pennsylvania (the "Township"), DOES HEREBY CERTIFY that:

The foregoing Ordinance was duly enacted by a majority vote of all of the Board of Commissioners of the Township at a duly called and convened public meeting of said Board held on May 8, 2023; that public notice of said meeting was given as required by law; that the roll of the Board of Commissioners was called and such Board of Commissioners voted or were absent as follows:

| <u>Name</u> | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|---------------------|------------|-----------|----------------|---------------|
| Laura Cavender | | | | |
| Sheryl Forste-Grupp | | | | |
| Brian Gondek | | | | |
| Gerry Hart | | | | |
| C. Lawrence Holmes | | | | |
| Kevin McCloskey | | | | |
| Conor Quinn | | | | |
| Judy Trombetta | | | | |
| William F. Wechsler | | | | |

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 8th day of May 2023.

David R. Burman
Secretary

(TOWNSHIP SEAL)

ORDINANCE NO. P7-2023

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 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

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 June, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**



RESOLUTION 2308-2023

A Resolution authorizing Haverford Township * (the "Governmental Entity") to join with other Pennsylvania local government entities and school districts as a Settlor of the Pennsylvania School District Liquid Asset Fund (the "Fund") for the purpose of investing funds of this Township ** on a pooled basis with funds of other Pennsylvania local government entities and school districts.

Whereas, the Fund was formed as a common law trust on January 22, 1982 in accordance with the Pennsylvania Intergovernmental Cooperation Act and other applicable provisions of Pennsylvania law through the adoption of a Declaration of Trust (the "Declaration of Trust") by the initial Settlers of the Fund; and

Whereas, additional Pennsylvania local government entities and school districts may participate in, and benefit from, the programs of the Fund by becoming Settlers of the Fund and adopting the Declaration of Trust; and

Whereas, the Fund provides a means for the investment of funds of this Governmental Entity through an investment program consistent with good business practice that is economically advantageous to this Governmental Entity.

Now, Therefore, Be It Resolved As Follows:

Section 1. This Governmental Entity shall become a Settlor of the Fund in accordance with the Declaration of Trust by hereby adopting and entering into the Declaration of Trust in accordance with the terms of the Declaration of Trust and the provisions of the Pennsylvania Intergovernmental Cooperation Act as now in effect, and a copy of the Declaration of Trust shall be filed in the records of this Governmental Entity.

Section 2. This Governmental Entity may invest and withdraw funds pursuant to the investment program of the Fund in accordance with the provisions of the Declaration of Trust. The following officers or officials and their respective successors in office are hereby authorized, directed and empowered to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate and evidence (i) the entry by this Governmental Entity into the Declaration of Trust, (ii) the investment and withdrawal of funds of this Governmental Entity pursuant to the investment program of the Fund, and (iii) the exercise of the rights, powers and privileges of this Governmental Entity as a Settlor of the Fund, including, without limitation, voting rights, pursuant to the Declaration of Trust***:

| | | |
|----------------------------|-------------------------|-----------|
| <u>Aimee M Cuthbertson</u> | <u>Finance Director</u> | _____ |
| Print Name | Title | Signature |
| <u>David R Burman</u> | <u>Township Manager</u> | _____ |
| Print Name | Title | Signature |
| _____ | _____ | _____ |
| Print Name | Title | Signature |



Section 3. The Trustees of the Fund are hereby designated as having official custody of this Governmental Entity's funds which are invested in accordance with the Declaration of Trust.

Section 4. As required and provided by the Pennsylvania Intergovernmental Cooperation Act (Section 1 of the Act of December 19, 1996, P.L. 1158, No. 177), the following matters are specified:

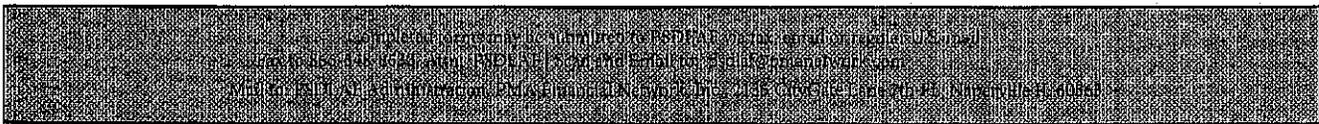
- (a) The conditions of the agreement regarding intergovernmental cooperation are set forth in the Declaration of Trust;
- (b) This Governmental Entity's participation in the Fund shall be terminable at any time by the delivery of a notice thereof to the Fund in accordance with the Declaration of Trust, and the Fund shall be terminable in accordance with the Declaration of Trust;
- (c) The purpose and objectives of the Declaration of Trust are the investment of funds of this Governmental Entity in obligations and securities in which funds of this Governmental Entity may be legally invested as a part of a pooled arrangement with other Pennsylvania entities that constitute Local Governments as such term is defined in the Pennsylvania Intergovernmental Cooperation Act (Section 1 of the Act of December 19, 1996, P.L. 1158, No. 177) in order to achieve thereby economic and other advantages of such investments;
- (d) It is not necessary to finance the agreement authorized herein from funds of this Governmental Entity except through the temporary investment of funds in accordance with the Declaration of Trust;
- (e) The organizational structure necessary to implement the Declaration of Trust shall be as set forth in the Declaration of Trust and the affairs of the Fund shall be managed by the Trustees of the Fund;
- (f) Funds of this Governmental Entity may be invested and withdrawn in accordance with the terms of the Declaration of Trust as this Governmental Entity may determine to be necessary or appropriate to meet its investment requirements; and
- (g) If the Trustees of the Fund deem it to be appropriate, the Fund shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for such employees, if any, as it may have from time to time.

Section 5. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

Section 6. This resolution shall become effective on the earliest date permitted by law.

Notes:

- * Insert the name of the Governmental Entity.
- ** Insert the type of Governmental Entity (i.e. borough, county, township, etc.)
- *** Insert the titles of the officers and officials of the Governmental Entity who will be authorized to deal with the Fund and the investment and withdrawal of investments pursuant to the Fund's programs.



Resolved this 8th day of May, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.
President

Attest: David R. Burman, Township Manager

RESOLUTION 2309-2023

APPROVING THE ISSUANCE OF BONDS OF THE TOWNSHIP PURSUANT TO THE REQUIREMENTS OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986

WHEREAS, the Township of Haverford, Delaware County, Pennsylvania (the "Township") proposes to issue its general obligation bonds (the "Bonds") to finance various capital projects (the "Projects") of the Township; and

WHEREAS, in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), a public hearing (the "Hearing") was held by the Township on Monday, April 10, 2023, a written notice of which Hearing was published in *The Delaware County Daily Times* on March 31, 2023 and a copy of which notice is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, at the Hearing a reasonable opportunity to be heard was provided for all persons with different views on both the issuance of the Bonds and the location and nature of the Projects; and

WHEREAS, a copy of the public hearing report for the Hearing is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Exhibit C hereto summarizes the nature and location of the Projects, the owner or principal user of the Projects, and the maximum amount of Bonds to be issued for the Projects, all as more fully set forth in the published notice of the Hearing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township that, based upon the foregoing, the issuance of the Bonds to finance the Projects is hereby approved in accordance with, and for the purpose of satisfying, the requirements of Section 147(f) of the Code and Treas. Reg. §1.147(f)-1 promulgated thereunder.

RESOLVED, THIS 8TH DAY OF MAY, 2023.

TOWNSHIP OF HAVERFORD

By: _____
C. Lawrence Holmes, Esq., President

By: _____
David R. Burman, Township Manger/Secretary

Dated: May 8, 2023

EXHIBIT A

Form of Notice of Public Hearing

(Attached)

Date of File: 02/20/2011

Account: 431033
 Name: Chris x 2244 DAVE BURMAN
 Company: HAVERFORD TOWNSHIP
 Address: 1014 DARBY RD
 HAVERTOWN, PA 19043
 Telephone: (610) 444-1000
 Fax: (610) 000-0000

AGID: 3254951
 Description: TOWNSHIP OF HAVERFORD DELAWARE COUNTY

Run Order: 0301123 to 0301123
 Class: 1204
 Orig User: DRIDACCORNBCK
 Words: 662
 Lines: 69
 Page Lines: 140
 Column width: 2
 Drop: 1738
 Blind Box:

**TOWNSHIP OF HAVERFORD
 DELAWARE COUNTY, PENNSYLVANIA
 NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Township of Haverford Delaware County, Pennsylvania (the "Township") will hold a public hearing at 8:00 A.M. on Monday, Feb. 28, 2011, in the Boardroom of the Township at 1014 Darby Road, Haverford, Pennsylvania, 19043, at 8:00 A.M. to receive comments on the proposed Fire Apparatus Project. The Township is currently in the process of procuring a new Fire Apparatus Project. The Township is currently in the process of procuring a new Fire Apparatus Project. The Township is currently in the process of procuring a new Fire Apparatus Project.

The maximum stated principal amount of the Bonds proposed to be issued for the Fire Apparatus Project is \$4,000,000. The Fire Apparatus Project consists generally of the acquisition of emergency response vehicles and apparatus for the Township and the purchase of Fire Apparatus Project.

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The maximum stated principal amount of the Bonds proposed to be issued for the Fire Apparatus Project is \$4,000,000. The Fire Apparatus Project consists generally of the acquisition of emergency response vehicles and apparatus for the Township and the purchase of Fire Apparatus Project.

At the hearing, members of the public may appear in person or by attorney to express their views, which may either be recorded orally or they be submitted in writing, concerning the proposed issuance of the Bonds.

This notice is published in accordance with the public notice requirements of Section 1010 of the Uniformed Services University of the Health Sciences Act of 1964, as amended, and the provisions of the Township of Haverford, Delaware County, Pennsylvania.

David B. Burman
 Township Manager/Secretary
 DCH/Mar. 23, p. 1

EXHIBIT B

Public Hearing Report

(Attached)

**TOWNSHIP OF HAVERFORD
TRANSCRIPT OF PUBLIC HEARING
HELD APRIL 10, 2023**

The Public Hearing of Haverford Township (the "Township") scheduled for 6:15 p.m. on Monday, April 10, 2023 was called to order at that time. The Public Hearing was held pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and was duly advertised in the *Delaware County Daily Times* on March 31, 2023. One copy of the Proof of Publication of the Township's notice to the public was entered into the record.

Attending the Public Hearing on behalf of the Township were the (9) members of the Board of Commissioners; David Burman, Township Manager; Kailie Melchoir, Solicitor; Aimee Cuthbertson, Director of Finance and Assistant Township Manager; and S. William Richter of Reed Smith LLP, bond counsel to the Township. The purpose of the Public Hearing was to consider the proposed issuance by the Township of its tax exempt bonds (the "Bonds") in the maximum aggregate principal amount of \$16,645,000 for the purpose of financing the renovation and expansion of the Haverford Township Free Library; \$4,000,000 for the purpose of financing the purchase of fire apparatus; and \$850,000 for the purpose of financing ambulances and emergency medical service vehicles. The nature and the purpose of the projects being financed by the issuance of the Bonds were described by Mr. Richter.

The Township gave an opportunity to the public to provide testimony and other comments concerning the project and the issuance of the Bonds. No members of the public attended to offer testimony or comments and no written comments were received.

The Public Hearing was adjourned at 6:30 p.m.

I, David R. Burman, Township Manager of the Township, do hereby certify that the foregoing is a true and accurate transcript of the Public Hearing held on April 10, 2023 by the Township.

David R. Burman
Township Manager/Secretary

Date: _____

EXHIBIT C

Summary of Capital Projects

| Project | Maximum Bonds | Location | Owner/User |
|--|----------------------|--|--|
| Haverford Township Free Library: renovations, equipment and improvements | \$16,645,000 | 1601 Darby Road Havertown, PA 19003 | Township/Haverford Township Free Library Association |
| Acquisition of Fire Trucks | \$4,000,000 | Oakmont Fire Company, 23 West Benedict Ave., Havertown, PA 19083; Brookline Fire Company, 1315 Darby Road, Havertown, PA 19083; Manoa Fire Company, 115 S. Eagle Road, Havertown, PA 19083; Bon Air Fire Company, 541 Royal Avenue, Havertown, PA 19083 | Township/Fire Companies |
| Acquisition of Ambulances and EMS Vehicles | \$850,000 | 1014 Darby Road, Havertown, PA 19083; 2325 Darby Road, Havertown, PA 19083; 800 Ardmore Ave, Ardmore, PA 19010 | Township/Narberth Ambulance |

RESOLUTION NO. 2310-2023

PA COMMISSION ON CRIME AND DELINQUENCY

Whereas, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania hereby approves this Resolution authorizing “appropriate Township officials” to execute a grant agreement with the Pennsylvania Commission on Crime and Delinquency in the amount of \$212,228 to purchase and implement the Infoshare Law Enforcement Records Management System.

Resolved this 8th day of May, 2023.

Township of Haverford

**By: C. Lawrence Holmes, Esq.
President**

**Attest: David R. Burman
Township Manager**

**PENNSYLVANIA COMMISSION ON CRIME
AND DELINQUENCY**

PCCD USE ONLY

Applicant Hereby Applies to the PCCD for Financial Support for the Within-Described Project:

| Receipt Date | Award Date | Subgrant Number(s) |
|--------------|------------|--------------------|
| 10/13/2022 | 3/8/2023 | 2022-CL-01 39493 |

| | | | |
|--|--|------------------|--|
| 1. Type of Funds for which you are applying | COVID-SFR Local Law Enforcement Support (Federal 21.027 CL) | | |
| 2. Applicant | Name Of Applicant: Haverford Township | | |
| | Federal I.D: 23-6002307 | County: Delaware | |
| | Street Address Line 1: 1014 Darby Road | | |
| | Address Line 2: | Address Line 3: | |
| | City: Havertown | State: PA | Zip: 19083-2201 |
| 3. Recipient Agency | Haverford Township Police Department | | |
| 4. Project Director | Name: Lt. Eugene J Dolan | | Title: Agency: |
| | Street Address Line 1: 1010 DARBY RD | | |
| | Address Line 2: | Address Line 3: | |
| | City: HAVERTOWN | State: PA | Zip: 19083 |
| | Phone: 610-853-1298 x1213 | Fax: | Email: edolan@havpd.org |
| 5. Financial Officer | Name: Ms. Aimee Cuthbertson | | Title: Director of Finance/Asst Twp Manager Agency: |
| | Street Address Line 1: 1014 Darby Road | | |
| | Address Line 2: | Address Line 3: | |
| | City: Havertown | State: PA | Zip: 19083 |
| | Phone: 610-446-1000 x2240 | Fax: | Email: acuthbertson@havtpw.org |
| 6. Contact | Name: Lt. Eugene J Dolan | | Title: Agency: |
| | Street Address Line 1: 1010 DARBY RD | | |
| | Address Line 2: | Address Line 3: | |
| | City: HAVERTOWN | State: PA | Zip: 19083 |
| | Phone: 610-853-1298 x1213 | Fax: | Email: edolan@havpd.org |
| 7. Brief Summary of Project | Short Title (May not exceed 50 characters) Infoshare RMS Implementation | | |
| (Do Not Exceed Space Provided) | Haverford Township Police Department requests funds to purchase and implement a new RMS, namely Infoshare. | | |

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

| BUDGET CATEGORY | AMOUNT |
|-------------------------------|-------------------|
| PERSONNEL | 0.00 |
| EMPLOYEE BENEFITS | 0.00 |
| TRAVEL (INCLUDING TRAINING) | 0.00 |
| EQUIPMENT | 0.00 |
| SUPPLIES & OPERATING EXPENSES | 212,228.00 |
| CONSULTANTS | 0.00 |
| CONSTRUCTION | 0.00 |
| OTHER | 0.00 |
| TOTAL | 212,228.00 |

9. TOTAL BUDGET BY FUND SOURCE

| FUND SOURCE | AMOUNT | PERCENT |
|--------------------------|-------------------|-------------|
| FEDERAL | 212,228.00 | 100% |
| STATE | 0.00 | |
| PROJECT INCOME | 0.00 | |
| INTEREST | 0.00 | |
| STATE MATCH | 0.00 | |
| CASH MATCH (NEW APPROP.) | 0.00 | |
| IN-KIND MATCH | 0.00 | |
| PROJECT INCOME MATCH | 0.00 | |
| TOTAL | 212,228.00 | 100% |

10. Project Start Date: 4/1/2023

Project End Date: 3/31/2025

SUBGRANT: 39493

Short Title: Infoshare RMS Implementation

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

SIGNATURE OF ATTESTING OFFICER

TITLE OF ATTESTING OFFICER

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

SOLICITOR
APPROVED:

CONTROLLER

Haverford Township

NAME OF APPLICANT AGENCY

By: _____
Title: _____
By: _____
Title: _____
By: _____
Title: _____

DISTRICT ATTORNEY
(VS applications only)

FOR PCCD USE ONLY

We certify that this application is approved and that a grant award has been received to pay the herein stated _____ funds.

PCCD Executive Director or designee

COMPTROLLER OPERATIONS

DATE

DATE

Approved as to form and legality:

COUNSEL TO PCCD
35-FA-1.2

OFFICE OF GENERAL COUNSEL
35-FA-1.2

DEPUTY ATTORNEY GENERAL

DATE

DATE

DATE

12. BUDGET DETAILS**A. AGENCY BUDGETS**

| BY RECIPIENT AGENCY | YEAR 1 | YEAR 2 | TOTAL |
|--------------------------------------|-------------------|-------------|-------------------|
| Haverford Township Police Department | 212,228.00 | 0.00 | 212,228.00 |
| Total: | 212,228.00 | 0.00 | 212,228.00 |

Recipient Agency: Haverford Township Police Department

| BY CATEGORY | YEAR 1 | YEAR 2 | TOTAL |
|-------------------------------|-------------------|-------------|-------------------|
| PERSONNEL | 0.00 | 0.00 | 0.00 |
| EMPLOYEE BENEFITS | 0.00 | 0.00 | 0.00 |
| TRAVEL (INCLUDING TRAINING) | 0.00 | 0.00 | 0.00 |
| EQUIPMENT | 0.00 | 0.00 | 0.00 |
| SUPPLIES & OPERATING EXPENSES | 212,228.00 | 0.00 | 212,228.00 |
| CONSULTANTS | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION | 0.00 | 0.00 | 0.00 |
| OTHER | 0.00 | 0.00 | 0.00 |
| Total: | 212,228.00 | 0.00 | 212,228.00 |

Applicant Agency: Haverford Township

| BY SOURCE | YEAR 1 | YEAR 2 | TOTAL |
|--------------------------|-------------------|-------------|-------------------|
| FEDERAL | 212,228.00 | 0.00 | 212,228.00 |
| STATE | 0.00 | 0.00 | 0.00 |
| PROJECT INCOME | 0.00 | 0.00 | 0.00 |
| INTEREST | 0.00 | 0.00 | 0.00 |
| STATE MATCH | 0.00 | 0.00 | 0.00 |
| CASH MATCH (NEW APPROP.) | 0.00 | 0.00 | 0.00 |
| IN-KIND MATCH | 0.00 | 0.00 | 0.00 |
| PROJECT INCOME MATCH | 0.00 | 0.00 | 0.00 |
| Total: | 212,228.00 | 0.00 | 212,228.00 |

12. BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Haverford Township Police Department

YEAR 1

SUPPLIES & OPERATING EXPENSES

Justification: One time subscription, activation and deployment

| Supply Item: | Unit Cost Per Item | Quantity | % Applied To Grant | <u>COST</u> |
|--------------------------|--------------------|----------|--------------------|-------------|
| Infoshare Purchase Costs | 212,228.00 | 1.00 | 100.00 | 212,228.00 |

Supplies & Operating Expenses - Year 1 Total: 212,228.00

YEAR 1 TOTAL: 212,228.00

13. SECTIONS:

A. Executive Summary

Executive Summary - (length is limited to 5,000 characters; approximately one printed page)

1.

All applicants should fill out the following script and paste into the Executive Summary section:

The *[name of applicant]* is requesting \$_____ to *[provide a single sentence or two describing what you are seeking to implement with your grant funding]*.

These funds will be used for the following: *[provide bullet points of what the funds will be used for]*.

Please note that responses in this section will be used in grant summaries and could be mentioned in press releases. Plain language that clearly describes the intent of the project is most effective.

The Haverford Township Police Department (HTPD) has requested local law enforcement grant funding to purchase the Infoshare Records Management System.

HTPD applied for the Local Law Enforcement Support Grant in the Fall of 2022. HTPD applied to use the funding for the implementation of a new Records Management System (RMS), namely Cody Pathfinder. Cody Pathfinder would be utilized to replace the Visual Alert report writing system which is currently in use but is not able to suit our growing needs.

Since the time this grant was applied for, HTPD Administration has learned Delaware County is planning to use the CSI Technology Group Infoshare RMS Program. This system is already in use by Marple Township Police Department and new departments utilizing this system will join their cloud and be able to communicate with one another and share information.

Infoshare not only has the features HTPD needs, such as CAD, CLEAN, and PennDOT interfaces, but also a prosecutor's package. The Delaware County District Attorney's Office is planning to have police departments use this prosecutor's package to facilitate preliminary arraignments online. HTPD's involvement in the current arraignment process is experiencing limitations due to fax and connectivity issues. The prosecutor's package will enhance the central arraignment process for not only the police, but also the District Attorney's Office and Public Defenders Office, ultimately improving conditions for victims, witnesses, and defendants throughout all stages of the court process.

13. SECTIONS:

B. General Questions - Law Enforcement

1. What is your Originating Agency Identifier (ORI)? (Must be 9 characters. Example: PA0020022)

PA0231400

2. From the dropdown, identify your agency type:

Local Law Enforcement Agency

3. Please provide your average, annual agency budget based on the past three fiscal years.

0.00

4. Does your law enforcement agency provide police coverage to your jurisdiction on a full-time basis?

Yes

4.1. If you responded no above, provide the name of the agency that provides policing services in your absence, and the timeframe for which they provide coverage? (e.g. Pennsylvania State Police - midnight to 7:00 AM, seven days a week).

5. Are you a regional police department?

No

5.1. If you responded yes above, please list all the municipalities that your regional police department covers including the name of the municipality and the county. (e.g. Doylestown Borough, Bucks County).

6. Does your local law enforcement agency cover any other municipalities on a contractual basis?

No

6.1. If you answered yes above, please list the municipalities that you cover and the times that you cover (e.g. Doylestown Borough, Bucks County – coverage provided from midnight to 7 AM, seven days per week).

7. From the dropdown, select the range of funding that you are eligible to apply for. Your maximum award amount is based on the population of the area that you police or the type of your law enforcement agency as described in the "Funding Availability" section of the Funding Announcement. You are not required to apply for the statutory maximum and applicants are encouraged to seek funding ONLY for their highest priority needs and are discouraged from overreaching in order to apply for maximum funding. Applications will be reviewed and scored based in part, on the applicant's precise articulation of need. See Appendix A of the funding announcement for a list of municipal, regional and county funding caps. Your budget CANNOT exceed the amount listed in Appendix A.

\$1 - \$5,000,000 (Municipal, Regional or County population between 18,000 and 55,000, Transit Agency or Campus Police)

8. What category or categories are you applying under?

Category 1: Technology and information technology improvements

Category 2: Hardware and software equipment

9. How many full-time sworn LE officers currently work for your department?

71

13. SECTIONS:

10. How many part-time sworn LE officers currently work for your department?

0

11. How many full-time sworn LE positions do you have allocated in your budget that are currently vacant?

0

12. How many part-time sworn LE positions do you have allocated in your budget that are currently vacant?

0

13. How many full-time civilians work for your department?

6

14. How many part-time civilians work for your department?

1

15. How many full-time civilian positions do you have allocated in your budget that are currently vacant?

0

16. How many part-time civilian positions do you have allocated in your budget that are currently vacant?

0

17. Using the dropdown, please tell us how you reported crime data to PSP in calendar year 2019.

Legacy Uniform Crime Reporting (UCR)

17.1. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated violent crimes (Murder, Non-negligent manslaughter, Rape, Robbery and Aggravated Assault) for calendar year 2019.

17.2. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) for calendar year 2019.

17.3. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) cleared by arrest for crimes committed in calendar year 2019.

18. Using the dropdown, please tell us how you reported crime data to PSP in calendar year 2020.

Legacy Uniform Crime Reporting (UCR)

18.1. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated violent crimes (Murder, Non-negligent manslaughter, Rape, Robbery and Aggravated Assault) for calendar year 2020.

18.2. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) for calendar year 2020.

13. SECTIONS:

18.3. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) cleared by arrest for crimes committed in calendar year 2020.

19. Using the dropdown, please tell us how you reported crime data to PSP in calendar year 2021.

Legacy Uniform Crime Reporting (UCR)

19.1. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated violent crimes (Murder, Non-negligent manslaughter, Rape, Robbery and Aggravated Assault) for calendar year 2021.

19.2. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) for calendar year 2021.

19.3. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) cleared by arrest for crimes committed in calendar year 2021.

13. SECTIONS:

C. Category 1: Technology and Information Technology

1. Are you applying for funding under Category 1: Technology and Information Technology?

Yes

If you answered "no" to question 1, you may skip the remaining questions. If you answered "yes" to question 1, please respond to questions 2-8 and follow the applicable instructions for each question.

2. Do you have an electronic records and/or reports management system?

Yes

3. What records or reports management system do you currently use?

Visual Alert

4. Do you plan on using funds to upgrade your records and/or reports management system? If yes, answer questions 4.1 and 4.2. If no, skip to question 5.

Yes

4.1. If you plan on using funds to upgrade or change your records/reports management system, please describe the need for a new/upgraded system and the impact it will have on your agency?

Haverford Township Police Department wants to replace Visual Alert because it is no longer staying maintained with the latest technology, the program is not proactive and not able to keep up to date with the growing needs of the Department. At some point in the future support will run out on the product and Infoshare meets the needs the Department has now.

4.2. If you plan on using funds to upgrade your records/reports management system, how will the upgrade help you lower your violent crime rate and/or increase your clearance rate?

Infoshare will come with a CAD interface, CLEAN Interface, PennDOT Crash Report Interface, PA LEJIS Interface, a Permits and License Module, a Warrants Module, and an e-Ticket Annual Subscription.

These interfaces and features will decrease violence rates or increase clearance rates by enabling officers to better locate, identify, arrest offenders and share that data with other law enforcement agencies in Delaware County conducting investigations.

5. Do you intend to use these funds to improve your ability to accurately report crime statistics by switching to the NIBRS reporting system?

Yes

6. Do you plan to use funding under this category to make technology or information technology improvements other than those described above? If yes, answer questions 6.1 and 6.2. If no, skip to question 7.

No

6.1. Please describe in detail the technology or information technology improvements you are intending to make.

6.2. How will these upgrades help you to lower your violent crime rate or increase your clearance rate?

13. SECTIONS:

7. What data will you gather and report to PCCD to show that the information technology purchase you made helped you to lower violent crime rates or increase clearance rates?

Haverford Township Police Department Officers will note in their reports when use of the technology interfaces and databases in Infoshare aids in the location, identification and arrest of offenders and report that information back to PCCD in the required reports.

8. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

Visual Alert currently does not have nor does it have the capability to interface with Delaware County CAD, CLEAN, or a Warrants Module which will be accessible by other departments in Delaware County, PA. Infoshare not only has the features HTPD needs, such as CAD, CLEAN, and PennDOT interfaces, but also a prosecutor's package. The Delaware County District Attorney's Office is planning to have police departments use this prosecutor's package to facilitate preliminary arraignments online. HTPD's involvement in the current arraignment process is experiencing limitations due to fax and connectivity issues. The prosecutor's package will enhance the central arraignment process for not only the police, but also the District Attorney's Office and Public Defenders Office, ultimately improving conditions for victims, witnesses, and defendants throughout all stages of the court process. These connectivity and communication enhancements will help lower violent crime rates and increase clearance rates.

13. SECTIONS:

D. Category 2: Hardware and Software Equipment

1. Are you applying for ANY funding under Category 2: Hardware and Software Equipment?

Yes

If you answered "no" to question 1, you may skip the remaining questions and mark this section complete. If you answered "yes" to question 1, you must respond to questions 2-6 and follow the applicable instructions for each question.

2. Are you using this funding to purchase body-worn cameras? If yes, answer questions 2.1 through 2.5. If no, skip to question 3.

No

2.1. How many body-worn cameras would you like to purchase with this funding?

2.2. How many law enforcement officers are currently equipped with working body-worn cameras?

2.3. Do you have additional body-worn cameras available if equipment fails?

A response to this question is optional and no answer was provided.

2.3.1. If you have additional body-worn cameras on hand, how many?

2.4. Do you currently have a body-worn camera policy in place?

A response to this question is optional and no answer was provided.

2.4.1. If you responded yes to question 2.4, you MUST upload your body-worn camera policy in the "required attachments" section of Egrants. You can find the link to PCCD's BWC Policy Recommendations on pages 6 and 9 of the funding announcement. Do you understand that in order to receive funding for body-worn cameras you must submit a body-worn camera policy to PCCD?

A response to this question is optional and no answer was provided.

2.4.2. If you responded "no" to question 2.4 do you understand that in order to receive funding for body-worn cameras you must develop and submit a body-worn camera policy to PCCD in the "required attachments" section of Egrants? You can find the link to PCCD's BWC Policy Recommendations on pages 6 and 9 of the funding announcement.

A response to this question is optional and no answer was provided.

2.5. How will these body-worn cameras help you lower your violent crime rate or increase your clearance rate?

3. Do you intend to use this funding to purchase in-car camera systems? If yes, answer questions 3.1 through 3.5. If no, skip to question 4.

No

3.1. How many in-car camera systems would you like to purchase with this funding?

3.2. How many police vehicles do you currently have in service?

3.3. How many of your police vehicles are equipped with in-car camera systems?

13. SECTIONS:

3.4. Do you have additional in-car camera systems on hand in the event of equipment failure?

A response to this question is optional and no answer was provided.

3.4.1. If you have additional vehicle cameras on hand, how many?

3.5. How will these cameras help you lower your violent crime rate or increase your clearance rate?

4. Do you plan to use funding under this category to make hardware or software equipment purchases other than those described above? If yes, answer questions 4.1 through 4.3. If no, skip to question 5.

Yes

4.1. If you answered "yes," please describe in detail the hardware or software equipment you intend to purchase with grant funds and why the equipment is necessary to your law enforcement agency.

Haverford Township Police Department wants to replace Visual Alert because it is no longer staying maintained with the latest technology, the program is not proactive and not able to keep up to date with the growing needs of the Department. At some point in the future support will run out on the product and CODY meets the needs the Department has now and their technology has room to grow.

4.2. Based on the type of hardware or software equipment you intend to purchase, please describe the "best practice" for the use of the hardware or software equipment. (i.e. If it is equipment for officers, what is the best practice standard for how many officers should have the equipment. If it is equipment for vehicles, what are best practice standards for the number of vehicles that should be equipped, etc.)

All computers in the police station would be equipped with CODY RMS for all sworn and civilian staff to use and all MDTs in the vehicles would be equipped with CODY RMS for sworn personnel to utilize in the field.

4.3. How will these hardware or software equipment/upgrades help you lower your violent crime rate or increase your clearance rate?

Sworn and civilian personnel utilizing the interfaces will save time eliminating duplication of labor copying information and searching names from the CAD onto the RMS, from the RMS onto CPIN, from the RMS onto Beast, and from the RMS onto TraCS because now all those systems will be interfaced. Patrol Officers will have more time to patrol and detect criminal activity. Patrol Officers and Detectives will use resources in Cody to better locate, identify, arrest offenders thereby decreasing violence rates and increasing clearance rates.

5. What data will you gather and report to PCCD to show that the hardware or software purchase you made helped you reduce your violent crime rate or increase your clearance rate?

Any time a Patrol Officer or Detective utilizes an interface or database in Cody which leads to the identification of an offender, they will note it in the narrative of the report. This information will be reported back to PCCD in the quarterly reports.

6. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

Additional improvements through this grant will include Cody RMS interfaces with CAD, CPIN, BEAST and TraCS not currently utilized by Visual Alert.

13. SECTIONS:**E. Category 3: Non-sworn personnel costs**

1. Are you applying for ANY funding under Category 3: Non-sworn personnel costs?

No

If you answered "no" to question 1, you may skip the remaining questions. If you answered "yes" to question 1, please respond to questions 2-9 and follow the applicable instructions for each question.

2. Do you currently utilize any civilian supported co-responder or crisis intervention model?

A response to this question is optional and no answer was provided.

2.1. If you answered yes to question 2, please describe the program(s) that you currently utilize?

3. Do you intend to develop a civilian supported co-responder model with this funding? If yes, answer questions 3.1 through 3.3. If no, skip to question 4.

A response to this question is optional and no answer was provided.

3.1. Please describe the model that you intend to implement.

3.2. Please provide any data that you have to support the need for this type of civilian supported co-responder model.

3.3. How will the civilian supported co-responder model help you to reduce violent crime rates or increase your clearance rate?

4. Do you intend to develop a civilian supported crisis intervention model with this funding? If yes, answer questions 4.1 through 4.3. If no, skip to question 5.

A response to this question is optional and no answer was provided.

4.1. Please describe in detail the crisis intervention model that you intend to implement.

4.2. Please provide any data that you have to support the need for this type of civilian supported crisis intervention model.

4.3. How will the civilian supported crisis intervention model help you to reduce violent crime rates or increase your clearance rates?

5. Do you currently fund civilian forensic personnel (lab technicians, etc.)?

A response to this question is optional and no answer was provided.

6. Do you intend to support civilian forensic personnel with this funding? If yes, answer questions 6.1 and 6.2. If no, skip to question 7.

A response to this question is optional and no answer was provided.

6.1. Please describe in detail the need for forensic personnel (what is the current workload of your forensic personnel, what should it be?) and how you will utilize this funding to support forensic personnel.

6.2. How will supporting forensic personnel help you lower violent crime rates or increase your clearance rates?

13. SECTIONS:

7. Do you plan to utilize funding under this category to support other non-sworn personnel costs that are not described above? If yes, answer questions 7.1 and 7.2. If no, skip to question 8.

A response to this question is optional and no answer was provided.

7.1. Please describe the non-sworn personnel costs that you intend to fund.

7.2. How will the non-sworn personnel costs help you lower your violent crime rate or increase your clearance rate?

8. What data will you collect and report to PCCD to show that the non-sworn personnel costs described in this section will help you lower your violent crime rate or increase your clearance rate?

9. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

13. SECTIONS:

F. Category 4: Non-reoccurring personnel costs

1. Are you applying for funds under Category 4: Non-reoccurring personnel costs for sworn officers?

No

If you answered "no" to question 1, you may skip the remaining questions. If you responded "yes" to question 1, please answer questions 2-11 and follow the applicable instructions for each question.

2. Do you currently have an officer wellness program available to your staff?

A response to this question is optional and no answer was provided.

3. Do you intend to establish, improve, or expand an officer wellness program with this funding? If yes, answer questions 3.1 and 3.2. If no, skip to question 4.

A response to this question is optional and no answer was provided.

3.1. Please describe in detail the type of program are you planning on establishing, improving or expanding. How will it work? Who will it be available to?

3.2. How will the officer wellness program that you are planning to implement help you to decrease your violent crime rate or increase your clearance rate?

4. Do you currently have any programs to increase diversity in your workforce?

A response to this question is optional and no answer was provided.

5. Do you intend to establish, improve, or expand a program to increase diversity with this funding? If yes, answer questions 5.1 and 5.2. If no, skip to question 6.

A response to this question is optional and no answer was provided.

5.1. Please describe in detail the type of program you are planning on establishing or improving. How will it work? How will it help you increase diversity?

5.2. How will the program that you establish, improve, or expand with this funding help you to lower violent crime rates or increase clearance rates?

6. Do you intend to provide one-time bonuses to existing sworn officers with this funding? If yes, answer questions 6.1 through 6.4. If no, skip to question 7.

A response to this question is optional and no answer was provided.

6.1. How much funding do you intend to use to provide bonuses?

6.2. How many officers will receive a bonus if you are awarded the funding you request?

6.3. What will the criteria/strategy be for determining who gets a bonus and in what amount?

6.4. Describe how providing bonuses to existing sworn law enforcement officers will help you decrease violent crime rates or increase clearance rates.

13. SECTIONS:

7. Do you have an officer recruitment program?

A response to this question is optional and no answer was provided.

8. Do you intend to use funding to establish, expand, or improve an officer recruitment program? If yes, answer questions 8.1 and 8.2. If no, skip to question 9.

A response to this question is optional and no answer was provided.

8.1. Please describe the recruitment program you intend to establish, expand or improve upon.

8.2. How will the recruitment program you establish, expand, or improve help you to decrease violent crime or increase clearance rates?

9. Do you intend to use funding under this category to support other non-reoccurring personnel costs for sworn officers? If yes, answer questions 9.1 and 9.2. If no, skip to question 10.

A response to this question is optional and no answer was provided.

9.1. Please describe the other non-reoccurring personnel costs for sworn officers and describe in detail why your department needs these funds.

9.2. How will the funding that you are requesting as non-reoccurring personnel costs help you to lower violent crime rates or increase clearance rates?

10. What data will you collect and report to PCCD to show that the non-reoccurring personnel costs for sworn officers will help you lower your violent crime rate or increase your clearance rate?

11. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

13. SECTIONS:

G. Category 5: Policy Development, EBP

1. Are you applying for any funding under Category 5: Policy Development, Evidence-Based Practices and Training?

No

If you answered "no" to question 1, you may skip the remaining questions and mark this section complete. If you answered "yes" to question 1, please respond to questions 2-12 and follow the applicable instructions.

2. Number of officers in your department currently satisfactorily trained in:

2.1. Crisis Intervention

2.2. Use of Force

2.3. Implicit Bias

2.4. De-Escalation

3. Number of officers currently in your department qualified to teach:

3.1. Crisis Intervention

3.2. Use of Force

3.3. Implicit Bias

3.4. De-Escalation

4. Do you plan to use funding to support crisis intervention training for officers? If yes, answer questions 4.1 and 4.2. If no, skip to question 5.

A response to this question is optional and no answer was provided.

4.1. How many officers do you intend to train in crisis intervention using this funding?

4.2. How many officers do you intend to train to become certified trainers in crisis intervention using this funding?

5. Do you plan to use funding to support use of force training for officers? If yes, answer questions 5.1 and 5.2. If no, skip to question 6.

A response to this question is optional and no answer was provided.

5.1. How many officers do you intend to train in use of force using this funding?

5.2. How many officers do you intend to train to become certified trainers in use of force using this funding?

13. SECTIONS:

6. Do you plan to use funding to support implicit bias training for officers? If yes, answer questions 6.1 and 6.2. If no, skip to question 7.

A response to this question is optional and no answer was provided.

6.1. How many officers do you intend to train in implicit bias using this funding?

6.2. How many officers do you intend to train to become certified trainers in implicit bias using this funding?

7. Do you plan to use funding to support de-escalation training for officers? If yes, answer questions 7.1 and 7.2. If no, skip to question 8.

A response to this question is optional and no answer was provided.

7.1. How many officers do you intend to train in de-escalation using this funding?

7.2. How many officers do you intend to train to become certified trainers in de-escalation using this funding?

8. Do you intend to use funding to support training other than what is described above? If yes, answer questions 8.1 through 8.3. If no, skip to question 9.

A response to this question is optional and no answer was provided.

8.1. What type of training do you intend to provide?

8.2. How many officers do you intend to train with the proposed funding?

8.3. How will the training that you intend to provide above help you reduce violent crime rates or increase clearance rates?

9. Do you intend to use funding to support policy development other than what is described above? If yes, answer questions 9.1 and 9.2. If no, skip to question 10.

A response to this question is optional and no answer was provided.

9.1. Please describe the policy development that you intend to fund and why your department needs this policy development.

9.2. How will this policy development help you to reduce violent crime and increase clearance rates?

10. Do you intend to use funding to support evidence-based practices other than what is described above? If yes, answer questions 10.1 and 10.2. If no, skip to question 11.

A response to this question is optional and no answer was provided.

10.1. Please describe the evidence-based practices that you intend to fund and why your department needs these evidence based practices.

10.2. How will the evidence-based practices that you implement help you reduce violent crime or increase clearance rates?

11. What data will you collect and provide to PCCD to show the impact that the training, policy development, or evidence-based practices described above had on your violent crime rate or clearance rate?

13. SECTIONS:

12. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

13. SECTIONS:

H. Required Attachments - LLEGP/GVIP

Please include any required attachments in this section. Applicants may also include any additional attachments in the section which help make the case for their proposal.

REQUIRED ATTACHMENTS - LLEGP/GVIP related attachments:

File Name:

Haverford Twp PD PA_CODYPathfinderRMS_IncentiveOption2_09082022.pdf

File Description:

Cody RMS Quote

13. SECTIONS:

I. Fiscal Accountability

1.

Subgrantee Accountability

The following procedures have been implemented across all of PCCD's funding streams to ensure fiscal accountability of PCCD grant funds.

Financial Back-up: PCCD will periodically verify that grantee expenditures are consistent with approved budget categories, are eligible for reimbursement and that grantees are maintaining supporting documentation. PCCD has implemented a process where grantees are notified that they are required to submit the financial back-up for some or all of the categories that are included in their Egrants fiscal report. Grantees are only required to submit this back-up when they are specifically notified by PCCD. Egrants users have the ability to attach documents to fiscal reports. Preferably, all requested back-up will be attached to the fiscal report using the fiscal report attachment feature.

Programmatic Back-up: PCCD will periodically verify that data submitted by grantees in their program reports is accurate. PCCD will select one or more performance measures/data categories each reporting period and require grantees to submit documentation to support what was reported on their Egrants program report or other reporting tool.

Subgrantee Payment: All subgrantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. If an agency is experiencing cash flow problems, they may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

Line Item Detail: PCCD's fiscal report allows grantees to include line item expenditure detail instead of just the overall budget category expenditures. Grantees are required to provide line item expenditure detail consistent with the line items included in their approved budget.

On-site monitoring: PCCD completes on-site fiscal monitoring of grants across all funding streams (state and federally funded projects).

Grantee risk classification: PCCD utilizes a risk classification system to identify and focus the use of agency resources on those agencies that may be most in need of additional assistance.

1.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's fiscal accountability procedures?

Yes

2.

Employee Time and Effort Reporting (Timesheets)

Time and effort reports (timesheets) are required for all personnel funded with PCCD grant dollars regardless of the funding stream. Below are the minimum standards and recommended best practices for time and effort reporting. We realize that there are a number of different systems that can be used to satisfy these requirements and we encourage you to email [PCCD's Grants Management](#) with any questions you may have regarding time and effort reporting requirements.

Minimum standards for employees working on multiple activities or cost objectives:

- Must be an after-the-fact determination of the employees actual effort. Using a budget estimate instead of reporting the actual time the employee spent working on the project does not qualify as support for charges to awards.
- Must account for total activity (grant and non-grant) for which employees are compensated and which is required in fulfillment of their

13. SECTIONS:

obligations to the organization

- Must be signed by the employee and a supervisor with first-hand knowledge of the activities performed by the employee. Signature on the timesheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
- Must be prepared at least monthly to correspond to one or more pay periods
- Volunteer time and personnel costs being used as match must be accounted for in the same manner as personnel being charged to the grant

Minimum standard for employees working solely on a single activity or cost objective:

- Must be an after-the-fact certification that the employee worked 100 percent of their time on activities eligible for reimbursement under the grant project
- Must be prepared no less frequently than every six months
- Must be signed by the employee and supervisory official having first-hand knowledge of the work performed
- Applies to full-time and part-time employee

Recommended Best practices:

- Employees record time on a daily basis
- Project codes/names are provided to the employee in advance

* The above standards are based on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the Office of Justice Programs Financial Guide.

** Institutions of Higher Education (IHE) may follow their own established policies for documenting personnel expenses provided that the IHE's policies are in compliance with the Standards for Documentation of Personnel Expenses referred to at 2 CFR 200.430.

The following sample forms are available on the [Grant Procedures and Forms](#) page of our website:

- Example of a completed timesheet
- An Excel timesheet template that you may modify to suit your needs
- A sample time certification for employees working 100% of their time on a grant-funded project.

2.1.

Does the applicant acknowledge that they have read, understand and will abide by PCCD's employee time and effort reporting standards?

Yes

13. SECTIONS:

3. Individual consultants funded with PCCD grant funds must maintain time and effort reports to support all charges billed to PCCD grant funds. Does the applicant acknowledge that they understand the requirement for individual consultants to maintain time and effort reports as support for charges against PCCD grant funds?

Yes

4.

Payment Terms

Payments will not be released until all applicable special conditions on the grant award have been satisfied. All grantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. An agency experiencing cash flow problems may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

All payments of federal funds will comply with the federal Cash Management Improvement Act, 31 U.S.C. 6503. Subgrantees must maintain a minimum amount of Federal cash on hand. Failure to adhere to this requirement will be a violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

All funds (Federal, State, match and project income) must be obligated by the end of the project period and expended within 60 days from that date.

4.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's payment terms?

Yes

13. SECTIONS:

J. Procurement Details

1.

Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and the standards identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

At minimum, PCCD grant recipients and subrecipients must follow the procurement standards as written in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2CFR 200.318 through 200.326.

Methods of Procurement

Subgrantees must use one of the following methods of procurement (from 2 CFR 200.320):

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the subgrantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the subgrantee considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

13. SECTIONS:

- (3) The subgrantee must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The subgrantee may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or
- (4) After solicitation of a number of sources, competition is determined to be inadequate.

Micro-purchase (2 CFR 200.67) means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity's small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1(Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Simplified acquisition threshold (2 CFR200.88) means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this manual, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation.

A proposed formal advertised or competitive negotiated procurement for which only one bid or proposal is received is deemed to be a noncompetitive procurement.

Does this application include any procurements by noncompetitive proposal?

Yes

2. If you answered "No" to question 1 above, the applicant agency must keep documentation on file to support and verify the competitive method of procurement. The applicant must also keep documentation on file which justifies the selection of the successful vendor. Does the applicant agree to keep supporting documentation as described?

- Yes
- No

3. If you answered 'Yes' to Question 1 above, please fill in the grid below for each product or service to be procured by noncompetitive proposal. If you have multiple products or services, use the 'Add Row' link to allow entry into a new row of the grid.

| ID | Description of Product or Service | Egrants Budget Category | \$ Value of Product or Service | Procurement Method | Vendor Name If Known |
|-----|-----------------------------------|-------------------------|--------------------------------|--------------------|----------------------|
| 3.1 | Record Management System | Other | 212,227.50 | Sole Source | Computer Square Inc. |

13. SECTIONS:

4. Please respond to the following questions for each vendor or contractor identified as being procured using Sole Source: For additional vendors or contractors, select the 'Add New' link.

Proposed Sole Source Vendor #1

4.1. Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

Computer Square, INC. (CSI)
330 Mac Lane, Keasbey, NJ 08832
732-346-0200 www.csitech.com

4.2. Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

1. Item is available only from single source. Haverford Township Police has checked and other RMS vendors do not have all technology interfaces sought such as Delaware County CAD Interface, PennDOT Crash Report Interface, Delaware County PA Prosecutor's Package, which is in development.

4.3. Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

The attached quote is valid until 10/01/2023. The estimated cost is \$212,227.50. It is a three year contract. I am not aware of any other RMS vendor that has a Prosecutor's Package that Delaware County PA District Attorney's Office, Public Defenders Office, Local District Courts and Municipal Police Departments could interface with. It is unknown how long it would take another vendor to develop that technology, yet alone any other stakeholders to subscribe to it, over Infoshare.

4.4. Provide an outline of the unique qualities of the contractor.

Infoshare has the following features: CAD Interface, CLEAN Interface, PennDOT Crash Report Interface, PA LEJIS Interface, Permits and License Module, Warrants Module, eTicket Annual subscription per vehicle and has a Prosecutor's Package that the Delaware County District Attorney will have local departments utilize for arraignments. Infoshare is currently operating off Marple Township's Cloud and departments joining that cloud will be able to communicate with one another and share forms, reports, and information.

4.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

HTPD's involvement in the current arraignment process is experiencing limitations due to fax and connectivity issues. Other vendor's RMS systems do not have a prosecutor package to address this issue. Other vendors are not cloud based in Delaware County such as how Infoshare is set up out of Marple Township Police Department.

13. SECTIONS:

4.6. Provide any other points to “sell the case.”

Infoshare has a CAD Interface, CLEAN Interface, Permits and License Module, Warrants Module, eTicket Annual subscription per vehicle and has a Prosecutor’s Package not currently utilized by current vendor Visual Alert. Sworn and civilian personnel utilizing the interfaces will save time eliminating duplication of labor copying and running information from the CAD onto the RMS, e-ticketing, and transferring information for video arraignments.

4.7. Provide a clear declaration that this action is in the “best interest” of PCCD.

After a search of other vendors and RMS used by surrounding departments, Infoshare is now the best RMS option for Haverford Township Police Department going forward.

4.8. Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

No known conflicts of interest as a result of the procurement.

PROCUREMENT DETAILS related attachments:

File Name:

Haverford (PA) PD RMS SaaS Estimate v4 040423.pdf

File Description:

Infoshare Quote

13. SECTIONS:**K. Federal Transparency Act Certification 2017 -FFATA**

The implementation of the Federal Funding Accountability and Transparency Act of 2006 requires a single searchable website, accessible by the public without cost, for each federal award of \$25,000 or more over the life of any subaward. In order to satisfy this requirement, applicants and subrecipients are required to have a Unique Entity Identifier (UEI) and to maintain a current registration in the System for Award management (SAM). Information on how to request a UEI and register with SAM is available in the Funding Announcement Guidelines or on the PCCD Website.

Additionally, UEI and SAM information must be provided for subrecipients/contactors receiving \$25,000 or more through the life of this federal award.

The applicant must also provide the primary place of performance of the subaward and the names and annual salaries of the five most highly compensated officers in their agency if the agency meets certain criteria as described below.

Additional information relating to the Act can be at <https://www.fhrs.gov/>

Additional information on the new UEI requirement effective April 2022 can be found here: <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update>

1. The following questions pertain to the applicant agency's Unique Entity Identifier (UEI) and SAM registration.

1.1.

Enter the applicant agency's Unique Entity Identifier (UEI).

The applicant agency's UEI can be found by accessing the applicant agency's information in the federal System for Award Management (SAM) at <https://sam.gov/content/home>.

Important Note: By April 2022, every organization doing business with federal agencies will have a new, 12-character identifier, known as the Unique Entity Identifier (UEI) as the government moves away from the proprietary DUNS number. More information on UEI can be found here: [Unique https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update](https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update).

JGQ5NJ1SM6E3

1.2. The applicant agency is registered with the SAM and agrees to maintain a valid SAM registration at all times while they have a grant award.

Yes

1.3. Enter the date that the applicant agency's SAM registration is valid through. The applicant agency's SAM registration date can be found at www.sam.gov.

4/13/24

2. Primary Place of Performance: The Office of Management and Budget (OMB) defines the place of performance as 'The location where a majority of the effort required to satisfactorily fulfill the intended purpose of the award will be completed.' Provide the following information to identify the Place of Performance for this grant award.

13. SECTIONS:

2.1. City (i.e. Harrisburg). Max 35 characters -

NOTE:

City is required for Federal Grants.

For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the field 'City' can be left blank.

If the money is expended in multiple locations with the majority spent in a single address, agencies can list that city location as the Primary Place of Performance.

Havertown

2.2. State - Choose from the list of valid states

A value for State is always required.

PA

2.3.

Zip + 4 (i.e. 171091244) Exclude hyphen

NOTE: Zip+4 is required for Federal Grants. For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the Zip+4 field should represent the Zip+4 of the Primary Place of Performance

However, if the money is expended in multiple locations with the majority spent in a single address, agencies can list that location as the Primary Place of Performance

19083-3616

2.4. County - Choose the grant's primary county of performance (where the highest value of the grant is to be applied). if the grant is Statewide, please select 'STATEWIDE'

023 - Delaware

3. Are there any subrecipients receiving \$25,000 or more through the life of this application?

No

3.1. The Applicant Agency certifies that the following subrecipients receiving \$25,000 or more of federal funds has a Unique Entity Identifier (UEI) and has and will maintain a valid SAM registration during the award.

A response to this question is optional and no answer was provided.

4. For each subrecipient/contractor receiving \$25,000 or more through the life of this application, add a row to the grid below.

| ID | Subrecipient/Contractor Name | Subrecipient/Contractor DUNS Number | Subrecipient/Contractor UEI | SAM Expiration Date |
|----|------------------------------|-------------------------------------|-----------------------------|---------------------|
|----|------------------------------|-------------------------------------|-----------------------------|---------------------|

13. SECTIONS:

5.

The applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if—

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Are the conditions specified above applicable to the grantee?

No

6. If you answered "Yes" to the previous question, you must enter the names and annual salaries of the five most highly compensated officers of the applicant agency.

Response #1

6.1. Officer Name:

6.2. Annual Salary:

13. SECTIONS:

L. Federal Technology Section

1.

The Global Standards Council (GSC) was created to support the work of DOJ's Global working groups and related bodies by coordinating the establishment of a common, consistent, and standards-based approach to implementing justice information sharing solutions. To further this goal, the GSC developed the Global Standards Package (GSP) which describes a full information sharing technology standards implementation suite that addresses data standardization, messaging architecture, security, and privacy requirements. In order to promote consistency and interoperability of systems across the justice and public safety community, OJP requires grantee compliance to the GSP and all components thereof. In addition to offering a common mechanism to share information across agencies, the GSP also promotes the use of open, consensus-based standards to avoid proprietary or restrictive approaches to system integration and interface development. This approach enables adopters to fully realize the cost savings and operational efficiencies that have been demonstrated by those who have already implemented elements of the GSP.

Compliance to the GSP requires conformance to all components of the GSP whenever applicable. If the grantee is planning to exchange information across agencies or systems using a common data format, such format is required to be conformant to the National Information Exchange Model (NIEM). If the grantee is planning to adopt a service-oriented approach to sharing information, it must leverage the Global Reference Architecture (GRA), and so on. The primary components of the GSP are as follows:

- National Information Exchange Model (NIEM)
- Global Reference Architecture (GRA)
- Global Federated Identity and Privilege Management (GFIPM)

In addition, certain GSP components enable the development of national, or "reference," specifications that further promote reuse for enhanced interoperability. Whenever applicable, these reference specifications should be used as a foundation for implementation of complementary business processes. If the grantee wishes to use an alternate format for which a reference specification already exists, specific justification must be included in the grant application narrative.

National Information Exchange Model (NIEM)—the NIEM data model and tools are supported by a robust governance process and program management office. NIEM conformance is defined explicitly across a number of dimensions, including data modeling, XML representation, exchange development, and implementation. Detailed guidance on NIEM conformance for grantees can be found at <https://www.niem.gov/getting-started>. NIEM also maintains a repository of reusable exchange specifications that can be found at <https://www.it.ojp.gov/implementation/niem-iepd>.

Global Reference Architecture (GRA)—the GRA provides both a reference architecture to speed agency adoption of Service-Oriented Architecture (SOA)-based approaches to information sharing, as well as a standard methodology for developing particular service specifications that align with specific business functions. Conformance to the GRA generally relies on adherence to the GRA Framework for the former and to the GRA Service Specification Guidelines for the latter. Detailed guidance on GRA implementation for grantees can be found at <https://www.it.ojp.gov/initiatives/gra>. On the same page can be found a listing of reference service specification packages (SSPs) that should be reused whenever applicable.

Global Federated Identity and Privilege Management (GFIPM)—the GFIPM specifications and guidelines are designed to support secure access to various information systems based on commonly understood and applied protocols for user access and attribute-based access control policies. Rather than serving as a universal approach to securing justice information systems, GFIPM should be used in particular cases where regional, multijurisdictional, or cross-boundary information sharing is occurring and there is a need to create a "federation" of participants who must agree on policy and technical solutions to satisfy interoperability requirements. Conformance to GFIPM primarily relies on use of the GFIPM Metadata standard and adherence to operational policies and procedures. Detailed guidance on GFIPM implementation can be found at <https://www.it.ojp.gov/initiatives/gfipm>.

As stated above, compliance with the GSP is dependent on the grantee conforming to each of the GSP's normative components above,

13. SECTIONS:

whenever applicable. For instance, if the grantee is supporting a project to integrate two reporting systems that already operate within the same security environment and there are no new access control provisions required, then conformance to the NIEM and GRA components of the GSP will be sufficient to satisfy the requirement to comply with the GSP. In general, OJP does not require formal certification of software, tools, etc., to verify conformance. However, additional requirements may be imposed by particular funding programs. In cases where software or services are being procured from private sector partners, the grantee should follow procedures such as those recommended by the IJIS Institute to ensure that procured services are in fact conformant. See http://www.ijis.org/?page=Info_Share_Standards.

In addition to complying with the GSP, grantees are also required to adequately address the protection of privacy and civil liberties of those subjects whose data are being shared. OJP requires that prior to implementation of an Information exchange solution that such exchange must be governed by an appropriate privacy policy that meets the minimum standards as described by DOJ's Global Privacy Guide. If the exchange is covered under an existing or umbrella policy, then such policy should be noted and communicated to the grant office prior to execution. For a comprehensive set of resources to address privacy protection in information sharing projects, please visit <http://www.it.ojp.gov/privacy>.

Does the applicant agency agree to the above terms?

Yes

13. SECTIONS:

M. Worker Protection Certification

1.

WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

- 1. Construction Workplace Misclassification Act
- 2. Employment of Minors Child Labor Act
- 3. Minimum Wage Act
- 4. Prevailing Wage Act
- 5. Equal Pay Law
- 6. Employer to Pay Employment Medical Examination Fee Act
- 7. Seasonal Farm Labor Act
- 8. Wage Payment and Collection Law
- 9. Industrial Homework Law
- 10. Construction Industry Employee Verification Act
- 11. Act 102: Prohibition on Excessive Overtime in Healthcare
- 12. Apprenticeship and Training Act
- 13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

1.1.

CERTIFICATION

I understand that by signing and submitting this grant application, I am certifying that I am duly authorized to execute this certification on behalf of the contractor/grantee identified as the applicant on this grant application, and I certify that the contractor/grantee identified as the applicant on this grant application is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Pennsylvania Commission on Crime and Delinquency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

Do you agree to the terms of this certification?

Yes

13. SECTIONS:

N. Federal Funding Announcement Certifications

This section contains all of the conditions/certifications on a funding announcement for federal funds that must be accepted/agreed to by the Applicant agency.

1.

Audit Responsibilities:

Federal Funds

The Applicant must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the Applicant is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Applicant is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the Applicant expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Applicant is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, PCCD is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

Additional Potential Components of the Single Audit Reporting Package

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

In accordance with 2 CFR 200.510, PCCD requires that PCCD grant numbers and amounts expended for each PCCD award be individually identifiable on all Single Audit Report Schedules of Expenditures of Federal Awards.

Steps for Submission

The Applicant's submission responsibilities are as follows:

- (1) Submit the Single Audit or Program-Specific Audit Report to the Federal Audit Clearinghouse (FAC) and receive an email confirmation of receipt from the FAC.

13. SECTIONS:

(2) Complete the Single Audit/Program Specific Audit Reporting Checklist to ensure your package contains all required elements. A fill-in version of the checklist can be found on the Commonwealth's Bureau of Audits (BOA) website at <http://www.budget.pa.gov/Documents/single-audit-checklist.pdf>

(3) Email the FAC confirmation of receipt, a certified copy of the data collection form, and the completed Checklist (PDF) to BAFMSingleAudit@pa.gov. The subject line of the email must identify the exact name on the Single Audit or Program-Specific Audit Reporting Package and the period end date pertaining to the reporting package.

(4) The Applicant will receive an email from BOA confirming the receipt of the FAC's confirmation, the certified copy of the data collection form, and the completed Checklist.

Audit Oversight Provisions

The Applicant is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Applicant's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Applicant.

Audit documentation and audit reports must be retained by the Applicant's auditor for a minimum of five years from the date of issuance of the audit report, unless the Applicant's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

State Funds

PCCD, in its sole discretion, may undertake an inspection and/or audit of the financial records of the Applicant relating to the Subgrant Project. The Applicant shall provide PCCD with full and complete access to all records relating to the performance of the Subgrant Project and to all persons who were involved in the Subgrant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.

1.1. Does the applicant agency accept these terms?

Yes

1.2. Does the applicant agency expect to expend \$750,000 or more in federal award funds in its current fiscal year?

Yes

13. SECTIONS:

2.

Reporting Potential Fraud, Waste and Abuse:

The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has either 1) submitted a claim for award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Online Hotline at: <https://oig.justice.gov/hotline/contact-grants.htm>

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
1425 New York Avenue, N.W.
Suite 7100
Washington, DC 20530

Fax: (202) 616-9881 (Attn: Grantee Reporting)

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

2.1. Does the applicant agency accept these terms?

Yes

3.

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

3.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

13. SECTIONS:

4.

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

13. SECTIONS:

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

4.1. Does the applicant agency accept these terms?

Yes

5. Publicity or Propaganda

Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by the Congress.

5.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

6. Certain Employee Trainings

Federal funds are not legally available, and may not be used, for any employee training that--

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
4. contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

6.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

13. SECTIONS:

7.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award--

a. it represents that --

- 1) it has determined that no other entity that the recipient's application proposes may, or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- 2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

7.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

7.2. Should a subgrant award be made to the applicant agency as a result of this grant application, does the applicant agency agree to notify PCCD immediately if it has any reason to believe that the applicant agency is not in compliance with the above condition?

Yes

13. SECTIONS:

8. Requirement to report actual or imminent breach of personally identifiable information (PII) The applicant and any subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a PCCD-funded grant program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The applicant's breach procedures must include a requirement to report an actual or imminent breach of PII to PCCD no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8.1. Does the applicant understand and agree to have written procedures in place to report an actual or imminent breach of PII to PCCD as described?

Yes

9.

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Additionally, the recipient, and any subrecipient at any tier, agrees to comply with all Pennsylvania Child Protective Services Laws (CPSL) including, but not limited to, following mandated reporter requirements within the CPSL and obtaining all clearances and/or verifications for employees and volunteers as may be required by CPSL such as a PA Child Abuse History Clearance, PA State Police Criminal Record Check, FBI Criminal History Background Check, National Sex Offender Registry Verification, and any other clearance/verification required by CPSL. The CPSL and information to assist in complying with this condition can be found at <http://keepkidsafe.pa.gov/>.

9.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

10.

PCCD's Standard Subgrant Conditions are incorporated herein by reference. The current version of PCCD's Standard Subgrant Conditions is available on our website at <http://www.pccd.pa.gov/Funding/Pages/Standard-Subgrant-Conditions.aspx>. Please refer to the website for a copy. If you are unable to obtain a copy from the website, please contact PCCD's offices at (800) 692-7292.

10.1. Has the applicant agency read the Standard Subgrant Conditions?

Yes

13. SECTIONS:

10.2. Does the applicant agency agree to be bound by all Standard Subgrant Conditions?

Yes

11.

ACH Payment Requirement

a. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

b. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

11.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

14. PERFORMANCE INDICATORS:**1. Established by PCCD**

- 1.1. (Unit Count/Process) LLEGP - Number of full-time sworn law enforcement personnel. **Target:**
Purpose: Number of full-time sworn law enforcement personnel.
- 1.2. (Unit Count/Process) LLEGP - Number of part-time sworn law enforcement personnel. **Target:**
Purpose: Number of part-time sworn law enforcement personnel.
- 1.3. (Unit Count/Process) LLEGP - Number of full-time civilian personnel. **Target:**
Purpose: Number of full-time civilian personnel.
- 1.4. (Unit Count/Process) LLEGP - Number of part-time civilian personnel. **Target:**
Purpose: Number of part-time civilian personnel.
- 1.5. (Unit Count/Process) LLEGP - Number of vacant, budgeted, full-time sworn law enforcement positions (in other words, how many positions the applicant could hire for, if there were people to fill them). **Target:**
Purpose: Number of vacant, budgeted, full-time sworn law enforcement positions (in other words, how many positions the applicant could hire for, if there were people to fill them).
- 1.6. (Unit Count/Process) LLEGP - Number of vacant, budgeted, part-time sworn law enforcement positions (in other words, how many positions the applicant could hire for, if there were people to fill them). **Target:**
Purpose: Number of vacant, budgeted, part-time sworn law enforcement positions (in other words, how many positions the applicant could hire for, if there were people to fill them).
- 1.7. (Unit Count/Process) LLEGP - Number of vacant, budgeted, full-time civilian personnel positions (in other words, how many positions the applicant could hire for, if there were people to fill them). **Target:**
Purpose: Number of vacant, budgeted, full-time civilian personnel positions (in other words, how many positions the applicant could hire for, if there were people to fill them).
- 1.8. (Unit Count/Process) LLEGP - Number of vacant, budgeted, part-time civilian personnel positions (in other words, how many positions the applicant could hire for, if there were people to fill them). **Target:**
Purpose: Number of vacant, budgeted, part-time civilian personnel positions (in other words, how many positions the applicant could hire for, if there were people to fill them).

2. Established by Subgrantee

- 2.1. (Unit Count/Outcome) During this reporting period, did the agency complete an upgrade to the department/agency Records Management System (RMS)? Enter 1 for Yes or 0 for No. **Target:**
Purpose: To indicate whether the agency completed an upgrade to the Records Management System (RMS) during the report period.
- 2.2. (Unit Count/Process) During this reporting period, did the agency successfully report crime statistics to National Incident-Based Reporting System (NIBRS)? Enter 1 for Yes or 0 for No. **Target: 1**
Purpose: To indicate whether the agency successfully reported crime statistics to National Incident-Based Reporting System (NIBRS).
- 2.3. (Unit Count/Outcome) During this reporting period, did the agency upgrade to National Incident-Based Reporting System (NIBRS) reporting as a result of the agency Records Management System (RMS) upgrade? Enter 1 for Yes or 0 for No. **Target:**
Purpose: To indicate whether the agency upgraded to National Incident-Based Reporting System (NIBRS) reporting as a result of the agency Records Management System (RMS) upgrade.

15. APPROVAL CHECKLIST:

A. Is the applicant agency required to have an audit performed in accordance with the Single Audit Act?

Yes

No

If yes, when was the last one completed?

12/31/2021

B. Does the Financial Officer listed in the Main Summary section have more than three years of experience?

Yes

No

C. Does the Project Director listed in the Main Summary section have more than three years of experience?

Yes

No

D. Does the applicant agency have a segregation of duties policy?

Yes

No

16. PCCD's Standard Subgrant Conditions:

PCCD's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to PCCD with your application. The current version of PCCD's Standard Subgrant Conditions (Revised December 2020) is available at www.pccd.pa.gov <<https://www.pccd.pa.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact PCCD's offices at 1-800-692-7292.

17. ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: Procurement Details

| <u>File Name</u> | <u>File Description</u> |
|--|-------------------------|
| Haverford (PA) PD RMS SaaS Estimate v4 040423.pdf | Infoshare Quote |

Section: Required Attachments - LLEGP/GVIP

| <u>File Name</u> | <u>File Description</u> |
|--|-------------------------|
| Haverford Twp PD PA_CODYPathfinderRMS_IncentiveOption2_09082022.pdf | Cody RMS Quote |

RESOLUTION NO. 2311-2023

ANTI-HATE CRIME BILLS

Whereas, individuals and groups in America are targeted every day based on their race, religion, disability, gender, ethnicity, or sexual orientation. This type of behavior may at times be categorized as hate crimes; and,

Whereas, over the past several years, our nation has seen innocent lives taken in a Sikh Temple in Wisconsin, in the Emanuel African Methodist Episcopal Church in Charleston, South Carolina, in the Pulse Nightclub in Orlando, Florida, and in the Tree of Life synagogue in Pittsburgh, Pennsylvania, among others; and,

Whereas, according to the Pennsylvania State Police website, "hate crimes are believed to be grossly unreported in Pennsylvania and nationwide." Nevertheless, numerous reports indicate that has been a significant increase in the number of hate crimes committed throughout the United States; and,

Whereas, in the FBI's 2021 supplemental report updated in March 2023, law enforcement agencies reported 10,840 total incidents of hate crime and 12,822 victims, indicating that hate crimes remain a real threat to communities across the country; and,

Whereas, the number of antisemitic incidents of assault, vandalism, and harassment are at an all-time high, and according to data compiled by the Anti-Defamation League, Pennsylvania alone saw a 65% increase in antisemitic incidents last year, part of a trend of rising hate and extremist action across the Commonwealth; and,

Whereas, five years after the Tree of Life synagogue shooting, State Representatives Dan Frankel and Napoleon Nelson introduced a package of four bills that would strengthen Pennsylvania's hate crime laws to ensure more comprehensive and inclusive protections, better training for law enforcement and educators, stronger reporting mechanisms on college campuses, and increased opportunities for restorative approaches when appropriate in the wake of hate crimes; and,

Whereas, recognizing the importance of stronger protections, the Township of Haverford Board of Commissioners wishes to give its full support to this important package of bills, which includes: House Bill 1027 - Expanding the Ethnic Intimidation Statue, House Bill 1024 - Law Enforcement Training on Investigating, Identifying, and Reporting Crimes of Ethnic Intimidation, House Bill 1025 - Reporting Systems in Educational Settings, and House Bill 1026

- Requirement for Hate Crimes Offenders to Complete Diversity Classes and Allowing Community Impact Statements.

Now Therefore Be It Resolved, that the Board of Commissioners of the Township of Haverford urges our state lawmakers to promptly pass this package of anti-hate crime bills, including House Bill 1027, House Bill 1024, House Bill 1025, and House Bill 1026.

Be It Further Resolved, that the Board of Commissioners of the Township of Haverford also urges all Pennsylvanians and Haverford Township residents to speak up against hatred whenever they see it so that we can create a more just, peaceful, and inclusive society for everyone.

Resolved this 8th day of May, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.

President

Attest: David R. Burman, Township Manager

CBD

February 27, 2023

Board of Commissioners
c/o Dave Burman-Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083

RE: Haverford Township Free Library Renovation/Addition Project -Owner's Representation

Mr. Burman/Board of Commissioners,

C.B. Development Services, Inc. (CBD) is pleased to submit a proposal for Owner's Representation services for the pre-construction/bidding, construction, and closeout phases of the Haverford Township Free Library Renovation and Addition Project. You have our commitment that CBD will act as a pure advocate for the Library and Haverford Township managing the work. A summary of the schedule assumptions, staffing, services provided, and costs follows for your consideration:

Pre-Construction/Bidding Schedule Assumptions

- Bidding is currently scheduled to be done in June 2023
- Bids will be reviewed and are assumed to be approved at the July 2023 Board of Commissioners meeting
- Upon approval to proceed, we will work to get contracts finalized, notice to proceeds issued and start meeting with the contractors in July in preparation of construction starting

Construction Schedule Assumptions

- Construction phase for this proposal is assumed to start August 2023
- This phase will have a duration of 15 months with Substantial Completion at the end of October 2024

Closeout Schedule Assumptions

- Closeout phase is assumed to start immediately after Substantial Completion of construction
- This phase will have a duration of three months to be completed in January 2025.

Staffing

- Hours and costs are detailed on the attached spreadsheet and are lump sum monthly costs
- If the duration of the project changes from the assumptions above, adjustments to the costs will be required. Additional work will be billed at our hourly rates or at a fixed fee mutually agreed upon.
- Field representative will be present daily but may not be present on-site full time
- Costs associated with clerical staff, telephone charges, postage or other administrative

costs are included in the rates. Typical reimbursable costs are billed at cost.

CBD

Services Provided

- Administer the design professional contracts
- Attend public meetings as required
- Assist in putting together the bid packages, review submitted bids for compliance with the contract documents, and make recommendations for approval
- Chair regular meetings to review construction progress, work underway and planned progress, costs, and schedule
- Communicate project updates to Library Representatives and the Township as required
- Administer the construction contracts
- Assist with procurement of Owner direct purchase items such as furniture, audio/visual equipment, branding, moving vendors, IT equipment, etc.
- Monitor and track all project costs. Provide regular budget updates to the Library and Township.
- Analyze and negotiate change orders and provide the Library and the Township with our recommendation for approval
- Identify potential claims and disputes and initiate early preventative measures
- Review applications for payment from contractors, vendors, and all design professionals and make recommendations for approval
- Monitor and comment on the Project schedule as well as monthly schedule updates issued by the general contractor. Identify corrective actions in the event of delays or projected delays.
- Oversee contractors' work for quality and compliance with contract and promptly notify the Library, the Township, and the Architect of any concerns and deficiencies
- Coordinate timely and thorough inspections by the Architect
- Expedite the review of submissions and shop drawings from the contractors and vendors
- Respond or cause the Architect to respond to all contractors' request for information
- Maintain communications with outside parties and building representatives
- Keep track of and save all project documentation and turn over to the Library and the Township at the end of the project
- Participate in inspections for substantial completion
- Effectuate the creation of the punch list and the completion of the work including providing cost estimates for open items
- Facilitate turn-over of operations manuals, close out documents, and attic stock
- Coordinate having the contractors provide the specified training to Library and Township staff
- Finalize all outstanding change orders and review all final pay requests
- Gather all documents for final payment
- Prepare monthly and final reports as required
- Assist the Library with documentation as required for the various grants being received
- Provide any services not listed above that may be required to oversee and manage the project to completion

CBD

Fee

Our fees below are lump sum monthly costs. The hours are estimate based on the scope of services provide. They could be more or less month to month, but the cost remains as a lump sum fee monthly for each phase. Ken Matthews will be the principal working on the project and Randon Petrae will be the project manager.

| FEE - Haverford Township Free Library Renovation/Addition Project | | | | | | | |
|--|------------------|-------------------------|----------------|---------------------|------------------|----------------------|------------------|
| Schedule | | PRE-CONSTRUCTION | | CONSTRUCTION | | CLOSEOUT | |
| | | 2 Months | | 15 Months | | 3 Months | |
| | | Hrs. / Mo. | Total | Hrs. / Mo. | Total | Hrs. / Mo. | Total |
| Principal | \$ 200.00 | 10 | \$2,000 | 30 | \$6,000 | 20 | \$4,000 |
| Project Manager | \$ 150.00 | 10 | \$1,500 | 173 | \$25,950 | 90 | \$13,500 |
| Monthly Sub-total | | | \$3,500 | | \$31,950 | | \$17,500 |
| Manpower Total | | | \$7,000 | | \$479,250 | | \$52,500 |
| | | | | | | Total Project | \$538,750 |

We very much appreciate the opportunity of submitting this proposal and working on behalf of the Haverford Township Free Library and Haverford Township. Please do not hesitate to contact us should you require any further information or any clarification of the contents of this proposal. We recommend you reach out to the School District of Haverford for a referral of the services we provide and the results of the projects we have managed. Our firm has worked for them on multiple projects since the late 90's. I have personally worked on numerous projects for them since 2005 and Randon has worked on four projects for them since 2020.

Very truly yours,

Kenneth C. Matthews

Ken Matthews-President

AGREEMENT BETWEEN
HAVERFORD TOWNSHIP FREE LIBRARY
AND
C.B. DEVELOPMENT SERVICES
FOR OWNER REPRESENTATIVE SERVICES

This Agreement is made and entered into on July 20, 2022 by and between the HAVERFORD TOWNSHIP FREE LIBRARY (hereinafter called "CLIENT") and C.B. DEVELOPMENT SERVICES, INC. (hereinafter called "CONSULTANT"), to furnish certain professional services upon the following terms and conditions.

ARTICLE 1
PROJECT DESCRIPTION

The Project contemplated by this Agreement consists of Owner Representative Services in connection with the Library's construction of a New Addition and Renovations to the Existing Library Building.

ARTICLE 2
SCOPE OF WORK

The Work to be rendered by CONSULTANT shall be to monitor the work and provide administration of the various contracts of the Architect and Engineer, to monitor the work and provide administration of the various construction contracts, to advise the Library and the Board of Trustees with respect to said work and proposed changes thereunder, and to use best efforts and keep necessary documentation to protect the Library's interests. In addition, CONSULTANT shall exercise discretionary authority delegated by the Board of Trustees with the requisite skill and care.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement shall be from July 20, 2022 through the conclusion of the project per the attached schedule assumptions per Exhibit A. Should the project schedule change the terms and fees will be negotiated with the Client and the Consultant.

ARTICLE 4
COMPENSATION

- A. CONSULTANT will be paid the lump sum monthly fees as set forth in the fee schedule attached hereto as Exhibit A.

ARTICLE 5
CONTRACT CHANGES

- A. CLIENT may, at any time, make changes within the general scope of this Agreement and/or in the work to be performed. If any change causes an increase or decrease in the Contract Amount as defined in Article 4, an equitable adjustment in the Contract Amount shall be mutually agreed to in writing by CLIENT and CONSULTANT.
- B. Changes are defined as services other than those specified herein or in the Proposal, attached hereto as Exhibit A, or as services requiring a level of effort above that originally anticipated by CONSULTANT and/or CLIENT.

ARTICLE 6
RESPONSIBILITY OF THE CONSULTANT

- A. CONSULTANT represents that the services under this Agreement shall be performed within the limits prescribed by CLIENT, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to CLIENT, express or implied, and no warranties or guarantees are included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- B. CONSULTANT undertakes and accepts the position of trust and confidence in the performance of its services for CLIENT and shall act as CLIENT's agent in performing the services that are contemplated by this Agreement. CONSULTANT shall be subject to the control of CLIENT in the performance of these services; however, CONSULTANT retains full control over the employment, direction, compensation, and discharge of all persons assisting in the performance of services. CONSULTANT shall be fully responsible for all matters relating to payment of CONSULTANT's employees, including compliance with social security, withholding tax, and all other laws and regulations governing such matters.

- C. The services to be performed by CONSULTANT under this Agreement shall not impose upon it any obligation to assume any responsibilities, duties, services, or activities assumed or required to be rendered or performed by any Architect, Engineer, Environmental Consultant, or Construction Contractors employed by, or associated with CLIENT in relation to this Project.
- D. In performing constructability review, value engineering or any other review involving the drawings and/or specifications for the project, CONSULTANT does not undertake to perform any design work, nor does it accept responsibility for any of the design features or design of the project, which shall remain the sole responsibility of the Design Professional. CONSULTANT shall have no responsibility for construction means, methods, techniques, including construction site safety, all of which shall remain the sole responsibility of the Construction Contractors.
- E. Right to Know. CONSULTANT agrees that it will cooperate with the CLIENT in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., in complying with requests for public records made under the Law. CONSULTANT's cooperation shall include prompt communication with the CLIENT regarding the existence of a record, the length of the record and other information requested by the CLIENT, adherence to the fee schedule issued by the CLIENT for any costs associated with producing or providing access to the record, and promptly providing access to or copies of the record.
- F. CONSULTANT acknowledges that time is of the essence to the successful completion of the Project. CONSULTANT agrees to perform all of its obligations promptly and without delay in accordance with the Project schedule.
- G. CONSULTANT assigns the following representatives to the Project:

Ken Matthews – Principal
Randon Petrae – Senior Project Manager

CLIENT shall have the right to request the replacement of any of CONSULTANT's assigned personnel if the CLIENT determines that the individual's performance is not satisfactory.

- H. CONSULTANT shall ensure that there is access to current and orderly files (paper or electronic) at the job site. Such files shall include correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect's clarifications and interpretations of the contract documents, progress reports, and other Project related documents, including, but not necessarily limited to correspondence, RFIs, submittals, shop drawings, samples, as built drawings, photographs, and other documentation. CONSULTANT will cause the Contractors and the Architect to turn over such documentation to CLIENT at project closeout.
- I. CONSULTANT will coordinate for review and approval by CLIENT the PDE 6004 forms, criminal history reports, and child abuse clearances for all contractor and subcontractor personnel prior to permitting such personnel to come on site.
- J. CONSULTANT will obtain from Contractors and cause Contractors to provide for each subcontractor Public Works Employment Verification Forms prior to any subcontractor or any of its employees performing work on the Project. CONSULTANT will maintain a record of such forms at the Project site and provide the forms to the CLIENT at Project closeout.
- K. CONSULTANT will cause the Contractors to provide daily logs containing their manpower, subcontractors, deliveries, and progress for each day. CONSULTANT will review such logs on a daily basis. CONSULTANT will document Project issues, including, but not necessarily limited to manpower, weather conditions, job progress, quality control, testing procedures, work directive changes, jobsite conduct, or other issues of note in appropriate Project documentation, such as meeting minutes or correspondence.
- L. ~~Contractors are responsible for health and safety issues; however, because the Project will be occupied by staff and visitors, some of whom may be children, CONSULTANT in conjunction with Architect will advise CLIENT regarding phasing, coordination, and safety issues caused by the performance of the Project. CONSULTANT will assist CLIENT in ensuring that areas occupied by Contractors are separated from areas occupied by CLIENT. CONSULTANT will advise CLIENT if at any time CONSULTANT observes one or more Contractors failing to comply with its safety program~~

~~or creating dangerous conditions in areas outside of where contractors are working.~~

- M. CONSULTANT will coordinate quality control requirements, including construction testing and municipal agency inspections and approvals with Contractors and notify CLIENT of any additional testing or inspections necessary or advisable for the Project.
- N. As part of payment application review, CONSULTANT will review and make recommendations to CLIENT regarding prevailing wage documentation required from each contractor and subcontractor.
- O. CONSULTANT will review and monitor the shop drawing submittal schedule and make appropriate recommendations to the CLIENT regarding contractor compliance with the submittal schedule.
- P. CONSULTANT will provide monthly status reports to the CLIENT, which will include information on each prime contractor's work, and on the progress of the entire project.
- Q. CONSULTANT will obtain waivers of liens from Contractors, including waivers signed by each Contractor's subcontractors and suppliers, in advance of processing final payment applications.
- R. CONSULTANT will assist in the processing, evaluation, negotiation, and resolution of changes and claims submitted within 90 days following Substantial Completion.
- S. CONSULTANT will assist CLIENT in evaluating the responsiveness of bids and the responsibility of the apparent low bidders.
- T. CONSULTANT shall maintain and provide to CLIENT the following for each individual engaged by CONSULTANT to provide services hereunder on the CLIENT's property: a current Child Abuse Clearance (Act 151) as provided by the Pennsylvania Department of Public Welfare, satisfactory criminal history reports from both the PA State Police (Act 34), and the FBI (Act 114), and an executed Act 24 Clearance (PDE 6004 form). CLIENT reserves the right to reject any individual whose documentation the CLIENT deems unacceptable.

ARTICLE 7
ASSIGNMENT AND SUBCONTRACTING

- A. Neither CLIENT nor CONSULTANT shall assign or transfer its interest in whole or in part in this Agreement, whether by assignment or novation, without the prior written consent of the other.
- B. With CLIENT approval, CONSULTANT may contract for, or employ, such subconsultants as it deems necessary for completion of the services. Nothing in the foregoing procedure shall create any contractual relationship between CLIENT and subconsultants employed by CONSULTANT under the terms of this Agreement.

ARTICLE 8
INSURANCE

- A. CONSULTANT shall procure and maintain the following insurance:
 - 1. Workers' Compensation Insurance as statutorily required, insuring against and all claims of workers for compensation arising out of workers' compensation claims.
 - 2. Comprehensive/Commercial General liability Insurance in amounts not less than \$1,000,000 each occurrence, Combined Single limit for Bodily Injury and Property Damage. Such insurance shall be maintained with reputable insurance companies.
 - 3. Automobile liability Insurance in an amount not less than \$1,000,000 for any hired, owned, or non-owned vehicles used in performance of the work
 - 4. Professional liability and errors and omissions insurance with minimum limits of \$2,000,000 per occurrence and in the aggregate;

CONSULTANT shall provide CLIENT with a Certificate of Insurance evidencing all such coverages.

ARTICLE 9
INDEMNIFICATION

- A. CONSULTANT shall defend, indemnify and hold harmless CLIENT and its officers, employees, agents, and representatives from and against any and all claims, demands, suits, damages, awards, and verdicts, which are or may be asserted against CLIENT and which arise out of the negligent acts or omissions and/or the willful misconduct of CONSULTANT in performing the services under this Agreement. CONSULTANT waives all claim for personal injury to principals or employees subject to workers compensation under CONSULTANT's coverage.
- B. To the extent covered by CLIENT's applicable insurance, CLIENT shall defend, indemnify and hold harmless CONSULTANT and its officers, employees, agents, and representatives from and against any and all claims, demands, suits, damages, awards and verdicts, which are or may be asserted against CONSULTANT and arise out of or result from the negligent acts or omissions and/or willful misconduct of CLIENT, its officers, employees, agents and representatives.
- C. The CLIENT will require the contract with the Contractors to list the CONSULTANT as an additional insured on their insurance policy for the Project.

ARTICLE 10
HAZARDOUS SUBSTANCE AND ASBESTOS

- A. Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to be or assume the status of an owner, operator, generator, transporter, store, or any other potentially responsible party as defined by the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local statute, regulation, order, or administrative finding for enforcement of such act or statute, governing the treatment, storage, transportation, reporting, and disposal of hazardous substances.
- B. CONSULTANT shall have no duty to discover, handle, remove, store, transport, report, dispose, abate, or remediate any hazardous substance, asbestos, or asbestos-related products as may be required in connection with the Project, except that in the event hazardous substances, asbestos, or asbestos-related products are discovered by CONSULTANT,

CONSULTANT shall immediately notify CLIENT. CLIENT shall be responsible for notifying all appropriate federal, state, municipal, or other governmental agencies, and all other persons or entities, of the existence of any hazardous substances or asbestos or asbestos-related products as required.

- C. CONSULTANT shall not be required to provide any services in connection with the remediation, abatement, or rendering harmless any hazardous substances, asbestos, or asbestos-related products.
- D. To the extent that such claims are covered by CLIENT'S applicable insurance policies, CLIENT shall indemnify, defend, and hold harmless CONSULTANT, its officers, agents, and employees from and against any and all liabilities, claims, causes of action, damages, losses, costs, and expenses, resulting from bodily injury, personal injury, or death sustained by any person, damage to property of any kind, or the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, or escape of hazardous substances, asbestos, or asbestos-related products arising out of, incidental to, or resulting, in whole or in part, from the acts, errors, or omissions of any person or entity other than CONSULTANT in connection with the Project.
- E. For purposes of this Agreement, the term "hazardous substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound, or mixture, which are defined in or included under or regulated by any federal, state, or local statute, regulation, order, or administrative finding for enforcement of such statute, regulation, or order pertaining to environmental regulation, contamination, clean-up, or disclosure, including, without limitation, the Comprehensive Environmental Response and Liability Act, the Resource Conservation and Recovery Act, the Toxic Control Act, the Clean Water Act, the Clean Air Act, the Marine Protection Research and Sanctuaries Act, the Occupational Safety and Health Act, and the Superfund Amendments and Reauthorization Act of 1986.

ARTICLE 11
TERMINATION AND SUSPENSION

A. TERMINATION

1. For Cause

This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; providing that no such termination may be effected unless the other party is given (i) not less than ten (10) days written notice of intent to terminate, (ii) an opportunity for consultation with the terminating party prior to termination, and (iii) reasonable time to cure the reported failure.

2. For Convenience

This Agreement may be terminated by the CLIENT upon at least fourteen (14) days written notice to the CONSULTANT.

B. SUSPENSION

CLIENT may order CONSULTANT in writing to suspend, delay, or interrupt all or any part of the services for the Project for the convenience of CLIENT, or for work stoppage beyond the control of CLIENT or CONSULTANT. If the performance of all or any part of the services for the Project is so suspended, delayed, or interrupted, an upward adjustment on CONSULTANT's compensation shall be made for the increase, if any, in the cost of CONSULTANT's performance of this Agreement or for any additional costs incurred due for such suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly.

By: _____
Ken Matthews-President- C.B. Development Services, Inc.

Attest: _____
Kevin Matthews- Vice President- C.B. Development Services. Inc.

President, Board of School Trustees Haverford Township Free Library
Phil Goldsmith



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial





Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension Package, Premium Smooth Ride (STD)

GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)

Automatic Stop/Start (Vehicles built between October, 2021 and December 12, 2021 with a V8 engine, will be forced to have (NSS) Not Equipped with Automatic Stop/Start, which removes Automatic Stop/Start, Engine control stop/start disable button and its content. Beginning with production starting December 13, 2021, (KL9) Automatic Stop/Start will be forced on as standard content. See dealer for details.)

Engine control, stop/start system disable button, non-latching (Vehicles built between October, 2021 and December 12, 2021 with a V8 engine, will be forced to have (NSS) Not Equipped with Automatic Stop/Start, which removes Automatic Stop/Start, Engine control stop/start disable button and its content. Beginning with production starting December 13, 2021, (ENL) Engine control stop/start disable button will be forced on as standard content. See dealer for details.)

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 16740. Data Updated: Aug 15, 2022 6:58:00 PM PDT.



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Mechanical

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm)

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Entertainment

SiriusXM Radio delete

Infotainment display, 8" diagonal touchscreen

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Keyless start, push button

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB data ports, 2, one type-A and one type-C, located within center console

USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Interior

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Data Version: 16740. Data Updated: Aug 15, 2022 6:58:00 PM PDT.



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Safety-Interior

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Front and Rear Park Assist (Vehicles built prior to January 24, 2022, include Front and Rear Park Assist. Certain vehicles built on or after January 24, 2022, will be forced to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle.)

Following Distance Indicator

HD Rear Vision Camera

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Selected Model and Options

MODEL

| CODE | MODEL | MSRP |
|---------|---|-------------|
| CK10706 | 2023 Chevrolet Tahoe 4WD 4dr Commercial | \$55,400.00 |

COLORS

| CODE | DESCRIPTION |
|------|--------------|
| GAZ | Summit White |

SUSPENSION PKG

| CODE | DESCRIPTION | MSRP |
|------|---|------|
| Z56 | Suspension Package, heavy-duty, police-rated. | Inc. |

EMISSIONS

| CODE | DESCRIPTION | MSRP |
|------|---|--------|
| NE1 | Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | \$0.00 |

ENGINE

| CODE | DESCRIPTION | MSRP |
|------|-------------------------|--------|
| L84 | Engine, 5.3L EcoTec3 V8 | \$0.00 |

TRANSMISSION

| CODE | DESCRIPTION | MSRP |
|------|----------------------------------|--------|
| MHS | Transmission, 10-speed automatic | \$0.00 |

GVWR

| CODE | DESCRIPTION | MSRP |
|------|---------------------------|------|
| C6C | GVWR, 7400 lbs. (3357 kg) | Inc. |

AXLE

| CODE | DESCRIPTION | MSRP |
|------|-----------------------|--------|
| GU5 | Rear axle, 3.23 ratio | \$0.00 |

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | MSRP |
|------|--------------------------------------|--------|
| 1FL | Commercial Preferred Equipment Group | \$0.00 |

WHEEL TYPE

| CODE | DESCRIPTION | MSRP |
|------|--|------|
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel | Inc. |

TIRES

| CODE | DESCRIPTION | MSRP |
|------|--|------|
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit | Inc. |

PAINT

| CODE | DESCRIPTION | MSRP |
|------|--------------|--------|
| GAZ | Summit White | \$0.00 |

SEAT TYPE

| CODE | DESCRIPTION | MSRP |
|------|-----------------------------------|--------|
| AZ3 | Seats, front 40/20/40 split-bench | \$0.00 |

SEAT TRIM

| CODE | DESCRIPTION | MSRP |
|------|----------------------------|--------|
| H1T | Jet Black, Cloth seat trim | \$0.00 |

RADIO

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| IOR | Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen | \$0.00 |

ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | MSRP |
|------|---------------------------------------|--------------|
| 9C1 | Identifier for Police Package Vehicle | (\$4,150.00) |
| AMF | Remote Keyless Entry Package | \$75.00 |

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Whitmoyer Auto Group

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | MSRP |
|------|--|---------|
| — | Capless Fuel Fill | Inc. |
| J55 | Brake system, heavy duty | Inc. |
| K3W | Battery, 850 cold-cranking amps with 95 amp hour rating | Inc. |
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating | Inc. |
| KX4 | Alternator, 250 amps | Inc. |
| RC1 | Skid plate, front | Inc. |
| V03 | Cooling system, extra capacity | Inc. |
| V76 | Recovery hooks, 2 front, frame-mounted, Black | \$50.00 |

ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | MSRP |
|------|---|--------|
| — | Exterior ornamentation delete | Inc. |
| RAV | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit | Inc. |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap | Inc. |
| V53 | Luggage rack side rails, delete | Inc. |
| VK3 | License plate front mounting package | \$0.00 |
| WUA | Fascia, front high-approach angle | Inc. |

ADDITIONAL EQUIPMENT - ENTERTAINMENT

| CODE | DESCRIPTION | MSRP |
|------|--|-----------|
| UDA | OnStar deactivated (does not delete Bluetooth) | (\$85.00) |

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | MSRP |
|------|--|-----------|
| 5T5 | Seats, front cloth and second row vinyl | \$0.00 |
| — | Instrumentation, analog | Inc. |
| — | Power supply, 100-amp, auxiliary battery, rear electrical center | Inc. |
| — | Power supply, 120-amp, (4) 30-amp circuit, Primary battery | Inc. |
| — | Power supply, 50-amp, power supply, auxiliary battery | Inc. |
| — | Theft-deterrent system, vehicle, PASS-Key III | Inc. |
| ATD | Seat delete, third row passenger | Inc. |
| AU7 | Key common, fleet | \$0.00 |
| BCV | Lock control, driver side auto door lock disable | Inc. |
| BTV | Remote start | \$300.00 |
| R7N | Not Equipped with Steering Column Lock | (\$50.00) |
| VZ2 | Speedometer calibration | Inc. |

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | MSRP |
|------|--|-----------|
| 00Z | Not Equipped with Front and Rear Park Assist, see dealer for details | (\$50.00) |
| — | Seat belts, 3-point, all seating positions | Inc. |

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | MSRP |
|------|---|-----------|
| 5J3 | Calibration, Surveillance Mode interior lighting | Inc. |
| 5J9 | Calibration, taillamp flasher, Red/White | Inc. |
| 5LO | Calibration, taillamp flasher, Red/Red | Inc. |
| 6C7 | Lighting, red and white front auxiliary dome | \$170.00 |
| 6E2 | Fleet Calibration | \$25.00 |
| 6J7 | Flasher system, headlamp and taillamp, DRL compatible with control wire | Inc. |
| 6N5 | Switches, rear window inoperative | \$57.00 |
| 6N6 | Door locks and handles, inside rear doors inoperative | \$62.00 |
| 7X3 | Spotlamp, left-hand | \$800.00 |
| 9G8 | Headlamps, Daytime Running Lamps and automatic headlamp control delete | \$50.00 |
| — | Protected idle | Inc. |
| R9Y | Fleet Free Maintenance Credit. | (\$34.00) |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors | Inc. |
| UN9 | Radio Suppression Package, with ground straps | \$95.00 |
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area | Inc. |
| UTQ | Theft-deterrent system | \$50.00 |
| VXT | Incomplete vehicle | Inc. |

SHIP THRU CODES

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| VPV | Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly | \$0.00 |

Options Total **(\$2,635.00)**

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Price Summary

PRICE SUMMARY

| | MSRP |
|--------------------|--------------------|
| Base Price | \$55,400.00 |
| Total Options | (\$2,635.00) |
| Vehicle Subtotal | \$52,765.00 |
| Destination Charge | \$1,795.00 |
| Grand Total | \$54,560.00 |

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Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

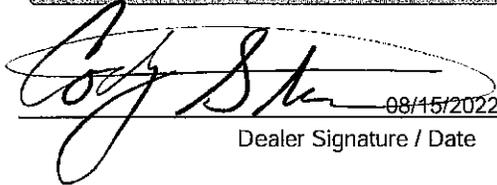
Quote Worksheet

| | |
|--------------------------------|--------------------------------------|
| | MSRP |
| Base Price | \$53,400.00 |
| Dest Charge | \$1,795.00 |
| Total Options | (\$2,635.00) |
| | Subtotal |
| | \$54,560.00 |
| Discount as per COSTARS 13-111 | (\$9,560.00) |
| | Subtotal Pre-Tax Adjustments |
| | (\$9,560.00) |
| Less Customer Discount | \$0.00 |
| | Subtotal Discount |
| | \$0.00 |
| Trade-In | \$0.00 |
| | Subtotal Trade-In |
| | \$0.00 |
| | Taxable Price |
| | \$45,000.00 |
| Sales Tax | \$0.00 |
| | Subtotal Taxes |
| | \$0.00 |
| | Subtotal Post-Tax Adjustments |
| | \$0.00 |
| | Total Sales Price |
| | \$45,000.00 |

Comments:

Your cost to purchase a 2023 Chevrolet Tahoe PPV, is \$45,000 . This vehicle will be washed, fueled, and delivered to your location. Thank you so much for your time and the continued opportunity to earn your business!

~~GM IS CURRENTLY REPORTING THAT 2023 TAHOE WILL BEGIN PRODUCTION IN AUGUST~~


08/15/2022
Dealer Signature / Date

Customer Signature / Date



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HVERFORD TOWNSHIP MEMORANDUM

DATE: April 26, 2023

TO: David R. Burman, Township Manager

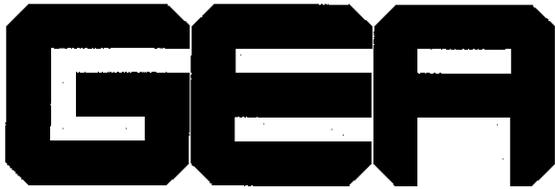
FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Playground equipment for Grange Park

Attached is a quote for a replacement piece for the large composite structure at Grange Park. Also included in the quote is a rock climbing wall for ages 5-12 and two cozy cocoons, all to be installed at Grange Park. All items are on sale and vendor has waived the freight. The quote is for \$36,653 from George Ely Associates, Inc. All pieces have been chosen by Penfield Civic Association working cooperatively with the Parks and Recreation staff. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # PA DGS 014-E23-299

If there are any questions, I will be on hand for the Board of Commissioner work session on May 1, 2023.



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
Carlisle, PA 17013
800 262-8448
Fax 717 243-0439
ely@pa.net

April 26, 2023

INVOICE

Brian Barrett, Director
Haverford Township
Parks & Recreation
1014 Darby Rd.
Havertown, PA 19083
610-446-9397, bbarrett@havtwp.org

PA DGS COSTARS-014-E23-299

PLAYWORLD, INC.

| | | |
|---|---|---------------------|
| 1 ea. | 350-2077, Challengers Sale Flyer Structure, Designed for ages 5-12 | \$ 26,165.00 |
| Colors: Upright Supports: _____ | | |
| Handrails/Railings/Steel Climbers: _____ | | |
| Plastic Slides: _____, Plastic Panels: _____ | | |
| 1 ea. | RB-305, RockBlocks Climbing Wall, Sale Flyer unit, Designed for ages 5-12 | 4,796.00 |
| Colors: Upright Supports: _____, RockBlocks (plastic) _____ | | |
| 1 ea. | ZZXX0483, Cozy Cocoon, Sale Flyer unit, Designed for ages 2-12 | 2,846.00 |
| Colors: Support: _____, Plastic 1: _____, Plastic 2: _____ | | |
| 1 ea. | ZZXX0483, Cozy Cocoon, Sale Flyer unit, Designed for ages 2-12 | <u>2,846.00</u> |
| Colors: Support: _____, Plastic 1: _____, Plastic 2: _____ | | |
| | | \$ 36,653.00 |

Sale Prices effective until June 30th.

Delivery: Prices shown include free delivery of sale items. Price does not unloading, storage or installation.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax.

X _____ PO# _____

Must Call for receiving delivery: _____ () _____

Ship to: _____

Thank you, Tara Ely, Sales Manager

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, MAY 8, 2023 AT 7:00 PM**

AGENDA

1. Opening of Meeting

- a. Roll Call
- b. Pledge of Allegiance

2. Proclamations

Police Week Acknowledgement

Officer of the Year

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

4. Bureau of Fire Update

5.. Township Auditor Update

6. David R. Burman – Township Manager Update

7. Approval of Minutes Regular Meeting Minutes of April 10, 2023

Motion: to approve the Regular Meeting Minutes of April 10, 2023.

Voting order 1 2 3 5 7 8 9 4 6

8. Approval of Warrants

Motion: to approve the following warrant #5-2023 totaling \$3,716,268.10

General & Sewer Fund Payroll for April 13, 2023 in the amount of \$705,486.49

General & Sewer Fund Payroll for April 27 2023 in the amount of \$764,908.68

General Fund disbursements #5-2023 in the amount of \$1,788,116.29

Sewer Fund disbursements #5-2023 in the amount of \$61,875.10

**Community Development Block Grant Fund disbursement #5-2023
in the amount of \$150,961.39**

Capital Projects Fund disbursement #5-2023 in the amount of \$142,420.06

11. Ordinance No. P6-2023 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P6-2023 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of the Pembroke Road side of 255 Kathmere Road

Voting order 1 2 3 5 7 8 9 4 6

12. Ordinance No. P7-2023 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P7-2023 authorizing traffic restrictions on the following highway:

Section 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

Voting order 1 2 3 5 7 8 9 4 6

13. Resolution No. 2308-2023 Finance – Approval of new depository for Township funds with The Pennsylvania School District Liquid Asset Fund (PSDLAF), Lancaster, PA

Motion: to adopt Resolution No. 2308-2023 authorizing Haverford Township to join with other Pennsylvania local government entities and school districts as a Settlor of the Pennsylvania School District Liquid Asset Fund (the "Fund") for the purpose of investing funds of Haverford Township on a pooled basis with funds of other Pennsylvania local government entities and school districts. The Resolution also names David R. Burman, Township Manager and Aimee M. Cuthbertson, Finance Director/Assistant Township Manager , and their respective successors in office as authorized, directed and empowered to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate and evidence (i) the entry by this Governmental Entity into the Declaration of Trust, (ii) the investment and withdrawal of funds of this Governmental Entity pursuant to the investment program of the Fund, and (iii) the exercise of the rights, powers and privileges of this Governmental Entity as a Settlor of the Fund, including, without limitation, voting rights, pursuant to the Declaration of Trust.

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2309-2023 Acknowledging Occurrence of a Tax Equity Equity & Fiscal Responsibility Act Hearing (“TEFRA”) Pursuant to the Requirements of Section 147(f) of the Internal Revenue Code of 1986

Motion: to adopt Resolution No. 2309-2023 acknowledging proper advertising of a tax equity & fiscal responsibility act (“TEFRA”) hearing, occurrence of said hearing on April 10, 2023, documented hearing transcript, and description of related projects, therefore approving the issuance of bonds of the township pursuant to the requirements of section 147(f) of the internal revenue code of 1986

Voting order 1 2 3 5 7 8 9 4 6

15. Resolution No. 2310-2023 Grant Agreement – Pa. Commission on Crime and Delinquency

Motion: to adopt Resolution No. 2310-2023 approving this Resolution authorizing “appropriate Township officials” to execute a grant agreement with the Pennsylvania Commission on Crime and Delinquency in the amount of \$212,228 to purchase and implement the Infoshare Law Enforcement Records Management System.

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2311-2023 Supporting Anti-Hate Crimes

Motion: to adopt Resolution No. 2311-2023 that the Board of Commissioners of the Township of Haverford urges our state lawmakers to promptly pass this package of supporting anti-hate crime bills, including House Bill 1027, House Bill 1024, House Bill1025, and House Bill 1026.

Be It Further Resolved, that the Board of Commissioners of the Township of Haverford also urges all Pennsylvanians and Haverford Township residents to speak up against hatred whenever they see it so that we can create a more just, peaceful, and inclusive society for everyone.

Voting order 1 2 3 5 7 8 9 4 6

17. Contract Awards/Purchases

Haverford Township Free Library Construction Manager Contract

Motion: to accept assignment of an agreement for professional services from Haverford Township Free Library, for Owner Representative Services to be provided for the pre-construction, construction and closeout phases of the Library’s renovation and expansion project, at a total cost of \$538,750.

Voting order 1 2 3 5 7 8 9 4 6

Public Works – Fuel/Oil Contract

Motion: to reject and re-advertise all bids.

Voting order 1 2 3 5 7 8 9 4 6

EMS:

Paramedic Department

Paramedic vehicle

Motion: to authorize the purchase of one (1) 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial vehicle, under Co-Stars Contract #13-111, from Whitmoyer Auto Group, in the amount of \$45,000.00.

Voting order 1 2 3 5 7 8 9 4 6

Parks and Recreation

Grange Park

Motion: to authorize the purchase of a Rock Climbing Wall and Two Cozy Cocoons, from George Ely Associates, Inc., Carlisle, PA, in the amount of \$36,653,00. Funding for this purchase will be with ARPA money and made through COSTARS #PA DGS 014-E23-299.

Voting order 1 2 3 5 7 8 9 4 6

18. Appointment

Shade Tree

Motion: to appoint _____ to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Voting order 1 2 3 5 7 8 9 4 6

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

20. New business

21. Other business

22. Adjourn

PUBLIC HEARING – 6:15 P.M. "TEFRA Hearing (2023 Bond Issue)"

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, APRIL 10, 2023 - 7:00 PM**

1. Opening of Meeting – Commissioner Larry Holmes, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting for a TEFRA Hearing.

a. Roll Call – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Kailie Melchior, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Parks and Recreation Director, Paul Hileman, IT Director, Kelly Kirk, Zoning Officer and Chuck Faulkner.

b. Pledge of Allegiance

2. Promotion: Information Technology Department

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to approve Township Manager's appointment of Paul Hileman as Director of Information Technology.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

3. Proclamation: Annual Arbor Day Remembrance – presented by Commissioner Hart.

4. Presentation by: Brookline Park Planning Committee

Mr. Barrett presented background information. A Slide Presentation was prepared by Simon Collins.

Discussion began. Key topics addressed (see attached)

5. Citizens Forum - 20 Minutes Registered Speakers - Agenda Items Only

Ann Phillips – Freedom Playground – requested Volunteers for Annual Maintenance Day on April 29th from 9 – 3 p.m.

The following individuals stated their opinions and are all supporters of the Library Renovation Plan:

Christine Faris, Kathleen Roe, Megan Lee, Irene Coffey, Larry Arata

David Ogg – 215 Colfax Road – spoke on the loud noise that comes from the Pickleball Court at Paddock Park. He requests a solution.

END OF REGISTERED SPEAKERS

The following individuals also support the Library:

Resident residing on Wendover (could not make out her name), Haverford Middle School Student, Ann Phillips, Sam Krakow (who also spoke on supporting the Responsible Contractor Ordinance), Helene Conroy-Smith but questioned the cost, Rita Waters, Beth York and Monet Riley (who also questioned financing and use of ARPA money).

Jim DiMarco – Colfax Road – voiced his concerns regarding the Pickle Ball Court noise and how it is a nation wide problem.

6. **Bureau of Fire Update** – Commissioner Wechsler presented March's report.

7. **Township Auditor Update** – On behalf of Township Auditor, who was absent, Commissioner Holmes indicated that Mr. Ross reviewed the warrants and found no irregularities.

8. **David R. Burman – Township Manager's Update** – Mr. Burman stated that the Shredding Event previously held was a success and the next one will be held in August. The next two E-Waste Collections will be held in June and November. Mr. Burman thanked all those involved that worked on the Bond documents. Paramedic Chief Jim McCans offered CPR and AED classes to 150 parents and coaches of Little League Teams. He also offered Narcan classes.

9. **Approval of Minutes** Regular Meeting Minutes of March 13, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Regular Meeting Minutes of March 13, 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. **Approval of Warrants**

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve the following warrant #4-2023 totaling \$5,639,209.22

General & Sewer fund Payroll for March 16, 2023 in the amount of \$740,319.75

General fund Payroll for March 30, 2023 in the amount of \$817,659.52

General Fund disbursements #4-2023 in the amount of \$3,335,596.99

Sewer Fund disbursements #4-2023 in the amount of \$280,792.73
Community Development Block Grant Fund disbursement #4-2023
in the amount of \$101,750.14
Capital Projects Fund disbursement #4-2023 in the amount of \$341,235.95
American Rescue Plan Fund disbursement #4-2023 in the amount of \$16,245.47
Credit Card Statement ending March 27, 2023 in the amount of \$5,608.67

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Ordinance No. P4-2023

2023 Bond Issue (1st Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to adopt the first reading of Ordinance No. P4-2023 AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,500,000; 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; SETTING FORTH PARAMETERS FOR THE MAXIMUM PRINCIPAL MATURITY AMOUNTS AND DATES AND MAXIMUM INTEREST RATES AND OTHER DETAILS OF THE BONDS; AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM FOR THE BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS BY PRIVATE NEGOTIATED SALE 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; PROVIDING FOR A SINKING FUND FOR EACH SERIES OF THE BONDS; PROVIDING FOR A CONSTRUCTION FUND AND REBATE FUND FOR EACH SERIES OF THE BONDS; MAKING CERTAIN COVENANTS 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; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING MUNICIPAL BOND INSURANCE; 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 OF THE TOWNSHIP; AUTHORIZING PUBLIC HEARINGS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Ordinance No. P5-2023

Responsible Contractors (1st Reading)

Motion made by Commissioner Forste-Grupp and seconded by Commissioner McCloskey to adopt the first reading of Ordinance No. P5-2023 , AMENDING CHAPTER 4, ADMINISTRATION OF GOVERNMENT, PART 10, FISCAL AFFAIRS, SECTION 4-1008, ESTABLISHMENT OF PURCHASING SYSTEM, TO ADOPT CERTAIN PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC CONTRACTS WITHIN THE TOWNSHIP; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS ON PUBLIC CONTRACTS; PROVIDING FOR PUBLIC CONTRACT REVIEW PROCEDURES; REPEALING INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; CONTAINING A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was amended by Commissioner Gondek and accepted by Commissioners Forste-Grupp and McCloskey to increase threshold from \$100,000 to \$250,000.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Ordinance No. P6-2023 Traffic (1st Reading)

Motion made by Commissioner Quinn and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P6-2023 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of the Pembroke Road side of 255 Kathmere Road

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

**14. Resolution No. 2305-2023 \$3,000,000 ARPA Allocation –
Library Renovation Project**

Motion made by Commissioner Wechsler and seconded by Commissioner Cavender to adopt Resolution No. 2305-2023 that the Board of Commissioners of Haverford Township hereby authorizes the designation of \$3,000,000 of the Township's American Rescue Plan Fund allocation to assist with funding of the Haverford Township Free Library Renovation project.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

**15. Resolution No. 2306-2023 American Rescue Plan Act Coronavirus Local Fiscal Recovery
Fund Senior Initiatives**

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2306-2023 that the Board of Commissioners desires to make financial investments in certain Township initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- **Senior Citizens' 2023 Volunteer Expo to be held on May 31, 2023 and a Coffee/Open House to be held in the Fall of 2023, at an amount not to exceed \$6,000 as approved in the 2023 Budget: and that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.**

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2307-2023 American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Initiatives

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt Resolution No. 2307-2023 that the Board of Commissioners desires to make financial investments in certain Township initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- **Engineering and Construction Costs for the Brookline Boulevard Sanitary Sewer Replacement in an amount not to exceed \$375,000; and that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced project and initiative.**

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Settlement Agreement

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve settlement agreement and service connected disability pension for a Haverford Police Officer

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Settlement Agreement - Township Administration Building:

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to ratify settlement agreement for water claims and punch list issues (not including the facade)

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

18. Contract

Brookline Boulevard Sanitary Sewer

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to award the Brookline Boulevard Sanitary Sewer Contract to N. Abbonizio Contractors, Conshohocken, PA, in the amount of \$331,785.00; submitting the lowest responsible bid.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

19. Purchase

Parks and Recreation

Sound Proofing Curtains for Paddock Pickleball Courts

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the purchase of Sound Proofing Curtains for Paddock Pickleball Courts for Paddock Field to JMC Lighting, LLC, Alameda, CA, in the amount of \$17,712.00; submitting the lowest responsible quote. This will be paid for from ARPA money.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

20. Appointments:

Civil Service Commission Alternate (6 Year Term)

Motion made by Commissioner Hart and seconded by Commissioner Quinn to appoint Mark O'Connor to serve as an alternate on the Civil Service Commission for a six-year term to expire December 31, 2028.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Human Relations Commission

Motion made by Commissioner Quinn and seconded by Commissioner Trombetta to appoint Andrew LeDonne to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to appoint Janet Lee to fill an unexpired three-year term on the Human Relations Commission to expire December 31, 2025.

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to appoint Helene Conroy Smith.

Roll Called.

7 Commissioners voted for Ms. Lee: Forste-Grupp, McCloskey, Cavender, Hart, Wechsler, Trombetta and Holmes.

2 Commissioners voted for Ms. Conroy-Smith: Commissioners Gondek and Quinn.

Ice Rink Advisory Board

Motion made by Commissioner Trombetta and seconded by Commissioner Gondek to appoint Elizabeth Natal to fill an unexpired three-year term on the Ice Rink Advisory Board to expire December 31, 2023.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Shade Tree Commission

Motion made by Commissioners Trombetta and seconded by Commissioner Gondek to TABLE.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Senior Citizens Advisory Board

Ward 6 **Gerald Vision**

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

Jen Walsh – Lexington Avenue

She is requesting that the Basketball Courts at the CREC be on a Reservation system.

Phil Goldsmith – Library President

This has been a long process. The library will be temporarily renting space in the Manoa Shopping Center and a book mobile will be utilized.

Dory Doughty – what is the ultimate burden on the tax papers with the Bond.

Response: The township needs to raise approximately \$400,000 in debt service from various sources during the 2024 budget process.

Tristan Grupp – 107 Llandaff Road

Mr. Grupp is a library supporter and is also interested in Climate Change. The Norristown Speed Line needs to be more pedestrian friendly and have the ability to access it. This would increase ridership.

Brian Ramona – 9th Ward Resident

He would like to commend our Police Department in lieu of the what happened in Louisville. He also stated that two brothers from Havertown were recently on the Shark Tank.

Mrs. Wagner – Rosewood Lane

She asked for an update on the Haverford Road Diet and the Comprehensive Plan.

Response: Meetings will take place with Commissioners, residents and PaDot. The Comprehensive Plan is back with the Adhoc Committee.

Commissioner Holmes indicated that the Board, at the time, agreed to use \$3 million of the ARPA to go towards the Library renovations.

Regarding the Bond: There is a schedule the township will follow which can be refinanced if the rate drops.

22. New business

Nothing to report.

23. Other business

1st Ward Commissioner Brian Gondek

Hilltop Civic Association will have Movie Night on May 5th.

PECO will do mill and overlay work on April 14th from 7 to 4 p.m. on various streets in the 1st Ward.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph. D

Construction on the Pennsy Trail maybe starting soon. This trail will run from Manoa Road down to Vernon.

3rd Ward Commissioner Kevin McCloskey, Esq.

Commissioner McCloskey stated that playground equipment will soon be installed at Grasslyn Playground.

We have taken a monumental move forward with the Library tonight after a multi-year process!

5th Ward Commissioner Laura Cavender

Commissioner Cavender and others did a walk around the Brynford area for reasons being more walkability and bike-ability use. She is happy that more residents are involved; including the Haverford Road Diet.

7th Ward Commissioner Conor Quinn

The Annual Kevin Cain Run is this weekend.

April 28th is the Annual Billy Lake ALS Fundraiser at McSorley Pub.

He asked that all walkers use side streets.

8th Ward Commissioner Gerry Hart, M.D.

Commissioner Hart thanked the Brookline Park Steering Committee for their presentation tonight.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler requested volunteers for the Hilltop Civic Association.

Road paving continues – however, Morgan Avenue has yet been paved.

He also emphasized, do not light candles on the second floor of your homes.

4th Ward Commissioner – Judy Trombetta

Discover Haverford is sponsoring the Andy Lewis 5K Run on April 23rd. She also asked for volunteers to help with the annual Freedom Playground Maintenance Day.

6th Ward Commissioner – Larry Holmes, Esq.

Commissioner Holmes stated that the residents that reside on Woodcrest Avenue are having a “trying Utility Company year”. Work has been on going with all the utility companies.

24. All Commissioners agreed to adjourn

April 10, 2023

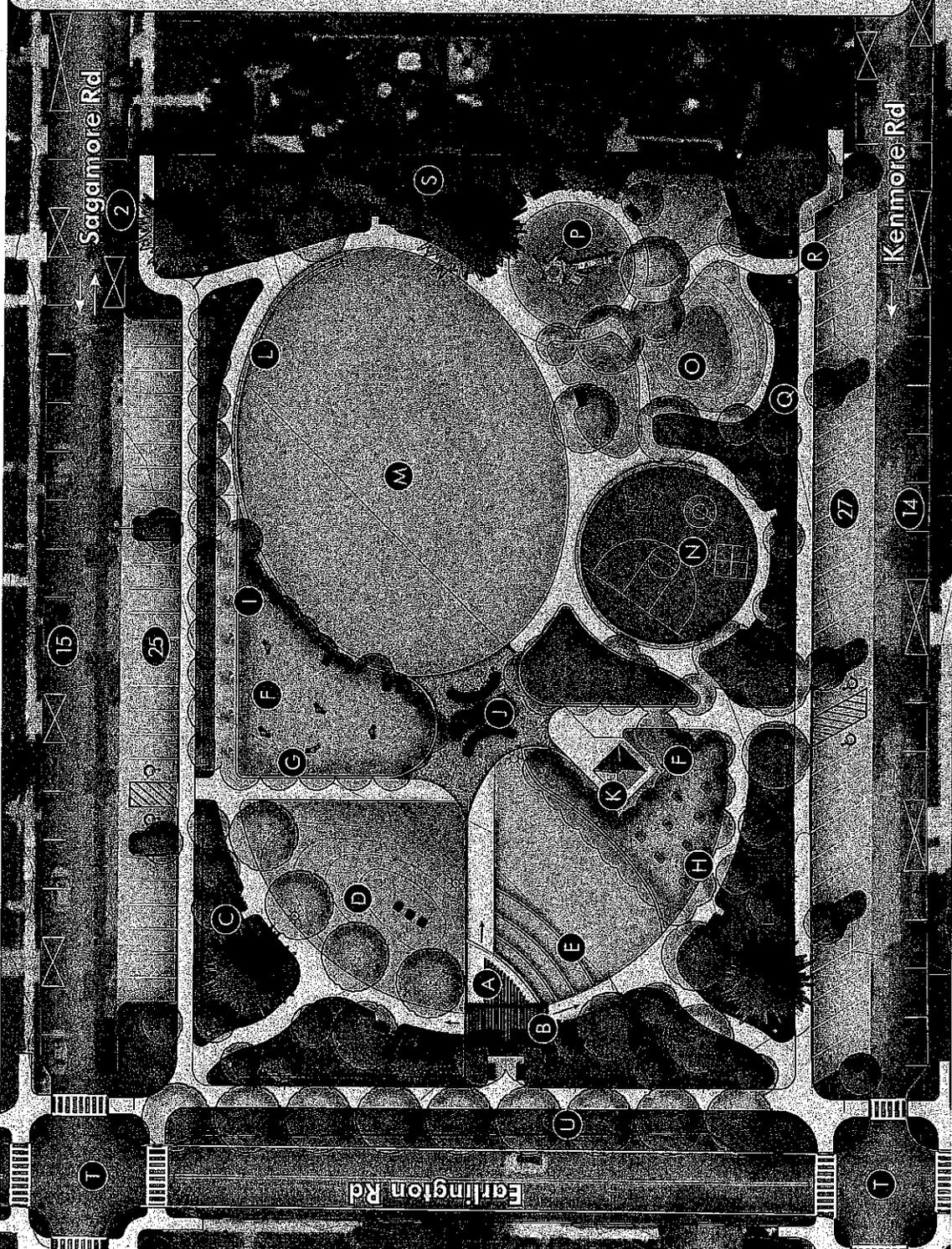
Haverford Township

BROOKLINE PARK
Master Plan

Board of Commissioners Meeting | Draft Plan

Key:

- A** Elevated plaza w/ trellis
- B** Bench swing (2)
- C** Bench (11)
- D** Large lawn mound
- E** Lawn steps / open lawn
- F** Tree grove w/ stone dust paving
- G** Bistro chairs & tables (5)
- H** Stone boulder seating (8)
- I** Adirondack style chair (8)
- J** Central plaza with benches
- K** Single occupancy restroom
- L** Seat wall
- M** Open play lawn
- N** Play court w/ seat wall
- O** Small lawn play mounds (3)
- P** Playground
- Q** Fence
- R** Gate (2)
- S** Buffer planting / bed planting
- T** Curb extension / crosswalk improvement
- U** Street tree planting
- #** Parking (83)



Probable Cost of Development

- Local Funding
 - Delaware County
 - Township Parks Capital Improvement Funds
- State Funding
 - DCNR - C2P2
 - DCED - GTRP
 - CDBG - Sidewalk Improvements
 - Land & Water Conservation Fund (Federal through DCNR)

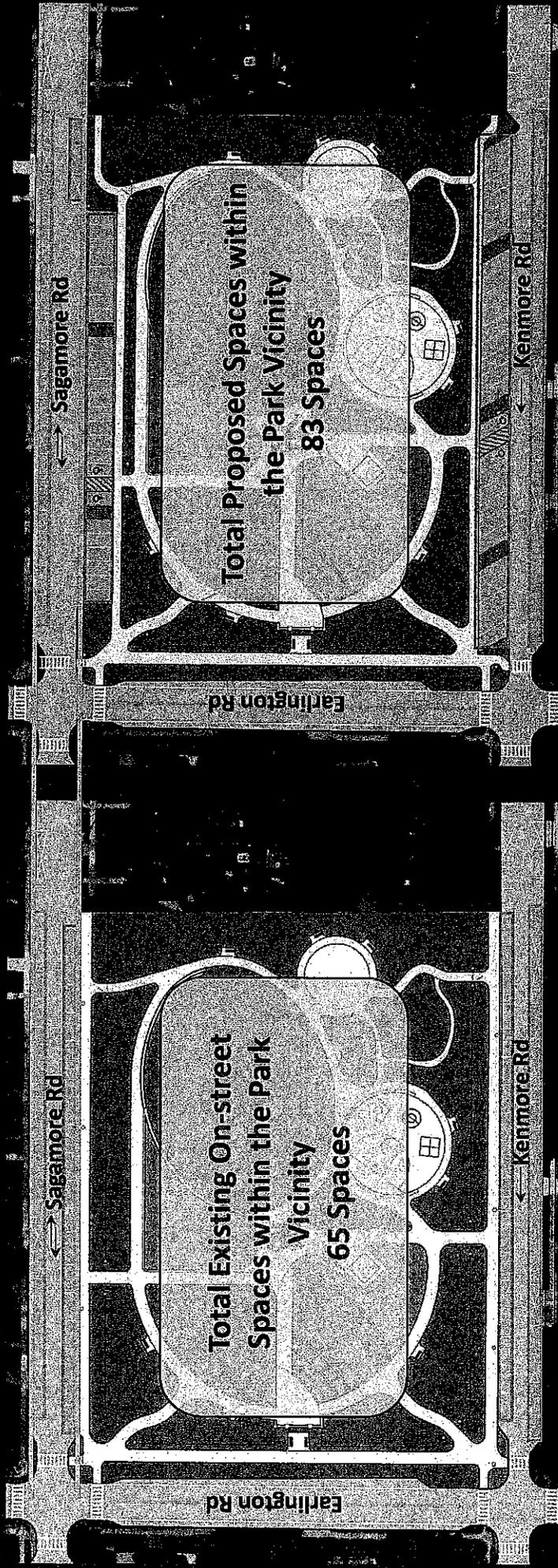
Brookline Park Master Plan Draft Cost Summary

| | |
|---|---------------------|
| 1. Site-Wide Improvements | \$ 524,400 |
| Total Proposed Site Improvements | \$ 403,300 |
| Mobilization, E&S, Stormwater Allowances | \$ 32,300 |
| Construction Contingency (10%) | \$ 40,400 |
| Design & Engineering (12%) | \$ 48,400 |
| 2. Park Porch Area | \$ 311,000 |
| Total Proposed Site Improvements | \$ 239,100 |
| Mobilization, E&S, Stormwater Allowances | \$ 19,200 |
| Construction Contingency (10%) | \$ 24,000 |
| Design & Engineering (12%) | \$ 28,700 |
| 3. Central Gathering Area | \$ 511,000 |
| Total Proposed Site Improvements | \$ 393,000 |
| Mobilization, E&S, Stormwater Allowances | \$ 31,500 |
| Construction Contingency (10%) | \$ 39,300 |
| Design & Engineering (12%) | \$ 47,200 |
| 4. Eastern Play Area | \$ 720,100 |
| Total Proposed Site Improvements | \$ 553,700 |
| Mobilization, E&S, Stormwater Allowances | \$ 44,500 |
| Construction Contingency (10%) | \$ 55,400 |
| Design & Engineering (12%) | \$ 66,500 |
| 5. Pedestrian / Streetscape Improvements | \$ 604,900 |
| Total Proposed Site Improvements | \$ 464,800 |
| Mobilization, E&S, Stormwater Allowances | \$ 37,600 |
| Construction Contingency (10%) | \$ 46,600 |
| Design & Engineering (12%) | \$ 55,900 |
| Total Project Cost | \$ 2,671,400 |

Parking – Proposed

Sagamore along Park 27 Spaces
 Kenmore along Park 27 Spaces
 Total Spaces along Park 54 Spaces
 Sagamore Opposite Park 15 Spaces
 Kenmore Opposite Park 14 Spaces
 Total Spaces Opposite Park 29 Spaces

Total Spaces within the Park Vicinity 83 Spaces
 Existing 65 Spaces
 Net Gain 18 Spaces



**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2974-2023

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,500,000; 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; SETTING FORTH PARAMETERS FOR THE MAXIMUM PRINCIPAL MATURITY AMOUNTS AND DATES AND MAXIMUM INTEREST RATES AND OTHER DETAILS OF THE BONDS; AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM FOR THE BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS BY PRIVATE NEGOTIATED SALE 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; PROVIDING FOR A SINKING FUND FOR EACH SERIES OF THE BONDS; PROVIDING FOR A CONSTRUCTION FUND AND REBATE FUND FOR EACH SERIES OF THE BONDS; MAKING CERTAIN COVENANTS 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; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING MUNICIPAL BOND INSURANCE; 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 OF THE TOWNSHIP; AUTHORIZING PUBLIC HEARINGS; 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 one or more series of its general obligation bonds, the proceeds of which, together with the income from the investment of such proceeds, will be used to pay all or a portion of the costs of certain capital projects of the Township, and to pay costs and expenses incurred by the Township in connection with the issuance and sale of such bonds (including the cost of bond insurance, 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 one or more series or subseries of its general obligation bonds (collectively, the "Bonds") in an aggregate principal amount not to exceed \$24,500,000, such bonds to be designated substantially as "Township of Haverford, Delaware County, Pennsylvania, General Obligation Bonds, Series [...] of [...]" , with an appropriate series or subseries designation to be inserted upon issuance of each particular series of Bonds. The Township may add such other designation and name to the Bonds of any series or subseries as it may determine to be appropriate. Each separate series of the Bonds issued hereunder is herein referred to as a "series" of Bonds.

Section 2. The Capital Projects.

The Bonds shall be issued for the purpose of financing all or a portion of the costs of certain "projects" within the meaning of the Debt Act, consisting of certain capital projects generally described in Exhibit A attached hereto and made a part hereof (collectively, the "Capital Projects"). The proceeds of the Bonds, together with the income from the investment of such proceeds, will be used to pay the "costs" of the Capital Projects within the meaning of the Debt Act (including without limitation by reimbursement to the Township of costs previously paid by the Township), including, without limitation, all costs and expenses incurred by the Township in connection with the issuance and sale of the Bonds.

The Capital Projects, as generally described in Exhibit A attached hereto and made a part hereof, are hereby approved. The estimated costs of the Capital Projects, exclusive of said bond issuance expenses, based on actual bids or professional estimates from professional architects and engineers and others qualified by experience, and the realistic estimated useful lives of the Capital Projects, are as set forth in said Exhibit A.

The Capital Projects are combined for financing purposes as permitted under the Debt Act. The Township hereby reserves the right to undertake the Capital Projects in such order and at such time or times as it may determine in its discretion; to delete, abandon or modify any one or more of the individual components of the Capital Projects; and to allocate the proceeds of the Bonds of each series and other available moneys to the final costs of the Capital Projects in such amounts and order of priority as it may determine in its discretion, but the proceeds of the Bonds shall be used solely to pay the "costs" of the Capital Projects within the meaning of the Debt Act or upon appropriate amendment to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

It is hereby determined and stated that the Bonds shall be scheduled to mature in accordance with the limitations set forth in Section 8142(a)(2) of the Act taking into account the estimated useful lives of the various Capital Projects to be financed by the Bonds. A principal amount of Bonds equal to the separate costs of the Capital Projects having a shorter useful life than the period during which the Bonds will be outstanding shall be scheduled to mature prior to the end of such useful life and the balance prior to the end of the longest useful life.

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 (a "Paying Agency Agreement") with, the Paying Agent and Sinking Fund Depository with respect to each series of Bonds, 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 of the related series 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 such 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 of each series 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 B 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 October 1 of the years and in principal amounts not exceeding the principal amounts set forth in Exhibit B attached hereto and made a part hereof.

(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 of each series shall be due and payable semi-annually on April 1 and October 1 of each year, commencing on the first such date following the issuance and delivery of the Bonds of such series that is mutually acceptable to the Township and the Purchaser (as defined in Section 8 hereof) (each such April 1 and October 1 being referred to herein as an "Interest Payment Date" for each series of Bonds), to the registered holders of such 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 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 such paying agent. Interest on the Bonds of each series 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 of such series 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 of such series 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 of the relevant series, 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 of each series may be subject to mandatory, optional or extraordinary redemption prior to maturity upon such terms and conditions and at such redemption price or premium (which may include a make-whole amount) 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 of such series issued upon the initial issuance and delivery thereof. Any term Bonds of a series that are

surrendered to the Paying Agent by the Township before the date that is 60 days immediately preceding the relevant mandatory redemption date for such term Bonds shall be credited against such redemption to the extent not previously so credited.

(b) *Partial Redemptions.* If less than all Bonds of a particular series and maturity are to be redeemed, the particular Bonds of such series and 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. Such notice shall also be sent to DTC (as hereinafter defined) and to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System site. 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 series, 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 of any series during a period beginning at the close of business on the Record Date for the Bonds of such series or any date of selection of Bonds of such series 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 of each series shall be initially issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity of such series 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 of each series 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 of any series be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds of such series for an equal aggregate principal amount of Bonds of the same series and 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 will apply to the Bonds of each series (together with any modifications thereto or replacements therefor, the "Representation Letter"). So long as any Bonds of any series 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 of such series 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 particular series and 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 series and maturity which have been redeemed.

(c) So long as any Bonds of any series 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 such Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on such Bonds, selecting such Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holders of such Bonds under this Ordinance or the Paying Agency Agreement, registering the transfer of such Bonds, obtaining any consent or other action to be taken by the holders of such Bonds 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 holders of Bonds 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 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 of any series 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 such series of 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 such series of 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 of such series 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 of such series.

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 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 of each series shall be sold at a private sale by negotiation. The Township shall award and sell the Bonds at a price of not less than ninety-five percent (95%) and not more than one hundred twenty percent (120%) of the principal amount of the Bonds (such percentages to be determined inclusive of any 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 Bond Purchase Proposal, dated May 8, 2023 (the "Bond Purchase Proposal"), from Janney Montgomery Scott LLP (the "Purchaser"). 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 Purchaser. The final terms for the purchase of the Bonds of each series (consistent with the Bond Parameters and the requirements of this Ordinance) shall be set forth in an addendum (the "Addendum") to the Bond Purchase Proposal between the Purchaser and Township. The President of the Board of Commissioners, the Vice President of the Board of Commissioners, the Township Manager and the Assistant Township Manager/Director of Finance, or any of them, are hereby authorized to approve the final terms of the Bonds and to endorse the acceptance of the Township on the Addendum, provided that the final terms of the Bonds and the Addendum are within the Bond Parameters and conform to the other requirements of this Ordinance. Copies of the Bond Purchase Proposal and the Addendum, together with copies of the other Bond sale documents, shall be filed with the permanent records of the Township. The Bond Purchase Proposal and the Addendum are together referred to in this Ordinance as the "Bond Purchase Contract."

Section 9. Execution and Delivery of Bonds. The form of the Bonds of each series and the Paying Agent's Certificate of Authentication shall be substantially in the form set forth in Exhibit C hereto with any changes, insertions, omissions and variations as may be necessary or appropriate to reflect the final terms of the Bonds of such series as issued and sold to the Purchaser. 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 of each series 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 therefor 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 each series of 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 Funds. There shall be established with the Sinking Fund Depository a sinking fund for each series of Bonds (each, a "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 related series of 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 such Bonds shall become due, in amounts sufficient to pay the interest then due plus principal of such Bonds then maturing. Any moneys received by the Township as accrued interest on any series of the Bonds upon the issuance thereof shall be deposited in the related Sinking Fund in accordance with Section 16 hereof and shall be applied to pay interest due on the related series of Bonds on the first interest payment date therefor. All sums in each Sinking Fund shall be applied exclusively to the payment of the principal of and interest on the related series of 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 such 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 such Sinking Fund. Each 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 for the related series of Bonds from the moneys in the related Sinking Fund, the principal of and interest on such 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 such Bonds entitled thereto in the manner and upon the terms contained herein.

Section 12. Establishment and Operation of Construction Funds. In order to account for the receipt, investment and application of the proceeds of the Bonds to be used to pay the costs of the Capital Projects, the Township may establish one or more special funds of the Township (each, a "Construction Fund") with respect to one or more series of Bonds or with respect to one or more separate Capital Projects to be financed by the Bonds. The assets of each Construction Fund shall consist solely and exclusively of the proceeds of the sale of the related series of Bonds and all earnings from the investment of such proceeds. The Township shall initially deposit or cause to be deposited in the appropriate Construction Fund certain proceeds received from the issuance and sale of the related series of Bonds, in the manner and to the extent provided in Section 16 hereof. Unless and until moneys in the relevant Construction 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 Federal Deposit Insurance Corporation or by any other agency of the United States of America performing functions similar to Federal Deposit Insurance Corporation (provided such agency shall be in existence). The Sinking Fund Depository or such other incorporated bank or trust company is herein referred to as an "Authorized Depository." Such account or accounts shall be deemed to be part of the related Construction Fund for the purposes hereof.

The Township hereby covenants that, except as hereinafter provided, it will apply moneys in the relevant Construction Fund to pay the cost of the Capital Projects (as the term "cost" is defined in the Debt Act and as the Capital Projects may be modified from time to time in accordance with the provisions of the Debt Act) for which the related series of Bonds was issued and will use such moneys for no other purpose, provided that investment earnings on moneys held in a Construction Fund relating to any Tax-Exempt Bonds (as defined in Section 13 hereof) may be transferred by the Township to the Rebate Fund to the extent required for the purposes of the Rebate Fund.

Subject to the Tax Agreement referred to in Section 22 hereof, and subject to any restrictions on investments contained in the relevant Paying Agency Agreement, moneys on deposit to the credit of any Construction Fund not required for immediate application may be invested in any investments permitted by law. All investments made with moneys in each Construction 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 such Construction Fund.

When the acquisition, construction and installation of the Capital Projects (as the same may be modified from time to time in accordance with the provisions of the Debt Act) for which a particular series of Bonds has been issued shall have been completed, the balance of any moneys remaining in the related Construction Fund in excess of any amount to be reserved for the payment of unpaid items of the cost of such Capital Projects shall be deposited in the related Sinking Fund, unless in any such case the Township shall have received an opinion of nationally recognized bond counsel permitting other uses of such moneys, in which event such moneys may be used for such other uses as may be so permitted in such opinion. The Township shall instruct the Paying Agent to apply all of such balance so deposited in the related Sinking Fund and the Sinking Fund Depository shall make funds available to the Paying Agent to (a) the purchase at any time of any then outstanding Bonds of the related series at such prices and upon such terms and conditions as shall be specified by the Township or (b) the earliest redemption of a portion of the Bonds of the related series prior to their maturities pursuant to any rights of optional redemption applicable to such Bonds, unless the Township shall have received an opinion of nationally recognized bond counsel permitting other uses of such moneys deposited in the Sinking Fund, in which event such moneys may be used for such other uses as may be so permitted in such opinion.

Section 13. Establishment and Operation of Rebate Fund. The interest payable on all or a portion of the Bonds may, in the opinion of bond counsel to the Township, be excludable from the gross income of the holders of such Bonds for federal income tax purposes, and such Bonds are referred to in this Ordinance as "Tax-Exempt Bonds". In order to provide for the payment of any required rebate to the United States with respect to Tax-Exempt Bonds

pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, there shall be created and established a special fund of the Township designated with respect to each series of the Tax-Exempt Bonds as the "Rebate Fund". The Rebate Fund shall be funded, maintained and applied as required under the Tax Agreement referred to in Section 22 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 an Authorized Depository. 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 22 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 Tax-Exempt 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. Federal Tax Covenants. The Township hereby covenants with the holders from time to time of the Tax-Exempt Bonds that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder applicable to the Tax-Exempt Bonds in order to ensure that interest on the Tax-Exempt 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 Tax-Exempt Bonds which would cause the Tax-Exempt 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 Tax-Exempt Bonds. The foregoing covenants shall survive the payment in full of the Bonds.

Section 15. 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 16. 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 designated with respect to the Bonds as the "Settlement Account", which may include subaccounts with respect to separate series of the Bonds (collectively, 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 the Vice President of the Board of Commissioners, the Township Manager or the Assistant Township Manager/Director of Finance, (a) pay over to the Sinking Fund Depository for deposit to the credit of the appropriate Sinking Fund for each series of Bonds the amount, if any, of accrued interest on the Bonds of the related series 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 (and bond issuance, if applicable) of the Bonds on behalf of the Township upon presentation of proper invoices therefor, and (c) transfer the balance of such proceeds to the Township for deposit to the credit of the appropriate Construction Fund and/or to reimburse the Township for payment of costs of the Capital Projects previously made by the Township. 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 the Vice President of the Board of Commissioners, the Township Manager or the Assistant Township Manager/Director of Finance 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, the Township Manager or the Assistant Township Manager/Director of Finance, be paid over by the Paying Agent to the Township for deposit to the credit of the appropriate Construction Fund, whereupon the Settlement Account shall be closed.

Section 17. [Reserved].

Section 18. 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, 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 19. 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 one or more municipal bond insurance policies (collectively, 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. If applicable, the Bonds of each relevant series may include a statement of the terms of the Bond Insurance Policy.

Section 20. 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 21. 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, 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 22. 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 of each series 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 Tax-Exempt 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 Tax-Exempt Bonds, and the making of any elections under the Code in respect of the Tax-Exempt Bonds as may be necessary or appropriate upon the advice of bond counsel to the Township; (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) the execution of all such documents, instruments, certificates, directions, orders, receipts and agreements required by the Purchaser, Bond Counsel or the Bond Insurer as a condition precedent to the issuance of the Bonds; and (d) the execution of such agreements with the Haverford Township Free Library Association, the

Township's volunteer fire companies, the Township's EMS provider, and any other user of proceeds of any Bonds as may be necessary or appropriate in connection with the issuance of any series of the Bonds.

In addition to and not in limitation of the foregoing, the President and Vice President of the Board of Commissioners, the Township Manager and the Township Assistant Manager/Director of Finance are each 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 of each series including, of such series without limitation, the date of issuance, the aggregate principal amount, the principal maturities of such series, the redemption provisions for such series, the interest rates and yields for such series, and the purchase price to be paid by the Purchaser for such series, 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. The execution of the Bonds of any series 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 with respect to such series Bonds by such officer.

Section 23. Public Hearings Authorized. The proper officers of the Township are authorized to give public notice of and to conduct such public hearings with respect to the Bonds as may be necessary or appropriate under Section 147(f) of the Code and advised by the Township's bond counsel in order to comply with the Code. The Board of Commissioners hereby ratifies and approves any such public hearings conducted by any such officers of the Township prior to the date hereof.

Section 24. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

Section 25. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Debt Act.

DULY ENACTED this 8th day of May 2023.

**TOWNSHIP OF HAVERFORD, DELAWARE
COUNTY, PENNSYLVANIA**

By _____
President, Board of Commissioners

[Township Seal]

Attest:

Secretary

EXHIBIT A

Description of Capital Projects

| <u>Description</u> | <u>Estimated Cost</u> | <u>Estimated Useful Life (Years)</u> |
|---|------------------------------|---|
| • Library renovations, equipment, and improvements | \$20,845,000 | 40 |
| • Acquisition of fire apparatus | \$3,300,000 | 15-20 |
| • Skatium renovations, improvements and equipment | \$2,500,000 | 10-20 |
| • Solar panels and related equipment for Township buildings | \$1,000,000 | 25 |
| • Acquisition of ambulances/EMS vehicles | \$600,000 | 7 |

EXHIBIT B

Maximum Debt Service Schedule

(Attached)

TOWNSHIP OF HAVERFORD
SERIES OF 2023

Maximum Parameters

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|----------------------|-----------------|----------------------|---------------------------------|--|
| <u>DATE</u> | <u>MAX PRINCIPAL</u> | <u>MAX RATE</u> | <u>INTEREST</u> | <u>SEMI-ANNUAL DEBT SERVICE</u> | <u>PROPOSED FISCAL YEAR DEBT SERVICE</u> |
| 10/1/2023 | 405,000 | 6.000 | 432,833.33 | 837,833.33 | 837,833.33 |
| 4/1/2024 | | | 722,850.00 | 722,850.00 | |
| 10/1/2024 | 725,000 | 6.000 | 722,850.00 | 1,447,850.00 | 2,170,700.00 |
| 4/1/2025 | | | 701,100.00 | 701,100.00 | |
| 10/1/2025 | 755,000 | 6.000 | 701,100.00 | 1,466,100.00 | 2,157,200.00 |
| 4/1/2026 | | | 678,450.00 | 678,450.00 | |
| 10/1/2026 | 790,000 | 6.000 | 678,450.00 | 1,468,450.00 | 2,146,900.00 |
| 4/1/2027 | | | 654,750.00 | 654,750.00 | |
| 10/1/2027 | 825,000 | 6.000 | 654,750.00 | 1,479,750.00 | 2,134,500.00 |
| 4/1/2028 | | | 630,000.00 | 630,000.00 | |
| 10/1/2028 | 850,000 | 6.000 | 630,000.00 | 1,480,000.00 | 2,110,000.00 |
| 4/1/2029 | | | 604,500.00 | 604,500.00 | |
| 10/1/2029 | 880,000 | 6.000 | 604,500.00 | 1,484,500.00 | 2,089,000.00 |
| 4/1/2030 | | | 578,100.00 | 578,100.00 | |
| 10/1/2030 | 920,000 | 6.000 | 578,100.00 | 1,498,100.00 | 2,076,200.00 |
| 4/1/2031 | | | 550,500.00 | 550,500.00 | |
| 10/1/2031 | 960,000 | 6.000 | 550,500.00 | 1,510,500.00 | 2,061,000.00 |
| 4/1/2032 | | | 521,700.00 | 521,700.00 | |
| 10/1/2032 | 995,000 | 6.000 | 521,700.00 | 1,516,700.00 | 2,038,400.00 |
| 4/1/2033 | | | 491,850.00 | 491,850.00 | |
| 10/1/2033 | 1,035,000 | 6.000 | 491,850.00 | 1,526,850.00 | 2,018,700.00 |
| 4/1/2034 | | | 460,800.00 | 460,800.00 | |
| 10/1/2034 | 1,090,000 | 6.000 | 460,800.00 | 1,550,800.00 | 2,011,600.00 |
| 4/1/2035 | | | 428,100.00 | 428,100.00 | |
| 10/1/2035 | 1,145,000 | 6.000 | 428,100.00 | 1,573,100.00 | 2,001,200.00 |
| 4/1/2036 | | | 393,750.00 | 393,750.00 | |
| 10/1/2036 | 1,205,000 | 6.000 | 393,750.00 | 1,598,750.00 | 1,992,500.00 |
| 4/1/2037 | | | 357,600.00 | 357,600.00 | |
| 10/1/2037 | 1,255,000 | 6.000 | 357,600.00 | 1,612,600.00 | 1,970,200.00 |
| 4/1/2038 | | | 319,950.00 | 319,950.00 | |
| 10/1/2038 | 1,315,000 | 6.000 | 319,950.00 | 1,634,950.00 | 1,954,900.00 |
| 4/1/2039 | | | 280,500.00 | 280,500.00 | |
| 10/1/2039 | 1,380,000 | 6.000 | 280,500.00 | 1,660,500.00 | 1,941,000.00 |
| 4/1/2040 | | | 239,100.00 | 239,100.00 | |
| 10/1/2040 | 1,445,000 | 6.000 | 239,100.00 | 1,684,100.00 | 1,923,200.00 |
| 4/1/2041 | | | 195,750.00 | 195,750.00 | |
| 10/1/2041 | 1,520,000 | 6.000 | 195,750.00 | 1,715,750.00 | 1,911,500.00 |
| 4/1/2042 | | | 150,150.00 | 150,150.00 | |
| 10/1/2042 | 1,585,000 | 6.000 | 150,150.00 | 1,735,150.00 | 1,885,300.00 |
| 4/1/2043 | | | 102,600.00 | 102,600.00 | |
| 10/1/2043 | 1,670,000 | 6.000 | 102,600.00 | 1,772,600.00 | 1,875,200.00 |
| 4/1/2044 | | | 52,500.00 | 52,500.00 | |
| 10/1/2044 | 1,750,000 | 6.000 | 52,500.00 | 1,802,500.00 | 1,855,000.00 |
| TOTALS | 24,500,000 | | 18,662,033.33 | 43,162,033.33 | 43,162,033.33 |

EXHIBIT C

Form of Bond

**TOWNSHIP OF HAVERFORD
(DELAWARE COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, SERIES OF _____**

No. R- _____

\$ _____

Interest Rate

Maturity Date

Dated Date

CUSIP

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 April 1 and October 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 ____" (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 May 8, 2023 (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 Record Date or any date of selection of Bonds of such series 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.

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.

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 and attested by the manual or facsimile signature of the 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**

Dated:

By _____
Authorized Signature

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 Exhibit C Form of Bond]

VOTING CERTIFICATE

The undersigned Secretary of the Township of Haverford, Delaware County, Pennsylvania (the "Township"), DOES HEREBY CERTIFY that:

The foregoing Ordinance was duly enacted by a majority vote of all of the Board of Commissioners of the Township at a duly called and convened public meeting of said Board held on May 8, 2023; that public notice of said meeting was given as required by law; that the roll of the Board of Commissioners was called and such Board of Commissioners voted or were absent as follows:

| <u>Name</u> | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|---------------------|------------|-----------|----------------|---------------|
| Laura Cavender | | | | |
| Sheryl Forste-Grupp | | | | |
| Brian Gondek | | | | |
| Gerry Hart | | | | |
| C. Lawrence Holmes | | | | |
| Kevin McCloskey | | | | |
| Conor Quinn | | | | |
| Judy Trombetta | | | | |
| William F. Wechsler | | | | |

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 8th day of May 2023.

David R. Burman
Secretary

(TOWNSHIP SEAL)

ORDINANCE NO. P5-2023

**AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY,
COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 4,
ADMINISTRATION OF GOVERNMENT, PART 10, FISCAL AFFAIRS, SECTION 4-
1008, ESTABLISHMENT OF PURCHASING SYSTEM, TO ADOPT CERTAIN
PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC
CONTRACTS WITHIN THE TOWNSHIP; PROVIDING FOR CERTIFICATION
REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR
CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS ON PUBLIC
CONTRACTS; PROVIDING FOR PUBLIC CONTRACT REVIEW PROCEDURES;
REPEALING INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES;
CONTAINING A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to the Pennsylvania Statutes Title 53 P.S. Municipal and Quasi-Municipal Corporations § 56802, state competitive bidding law requires that most public works contracts be awarded to the lowest “*responsible*” bidder; and

WHEREAS, notwithstanding the importance of the “responsible” bidder requirement, there is very limited guidance for defining the term “*responsible*” in relevant statutes, regulations or case law, and, therefore, prudent procurement and contracting policy dictates that this term should be more specifically defined; and in doing so, available guidance regarding the general meaning of the “responsible” contractor term should be followed, which typically relates to the technical qualifications and other capabilities relating to a contractor’s ability to successful delivery public works; and

WHEREAS, many states and local jurisdictions in the U.S. face critical contracting needs now and in the future, including those for public works and infrastructure projects, that will require significant efforts to plan, manage and oversee major capital investments in both the short and long term; and

WHEREAS, in undertaking its infrastructure and other public works projects, the Township seeks to utilize reliable and efficient procurement procedures that will help ensure that its such projects are delivered with reasonable certainty, in a safe, timely manner, and in accordance with contract specifications and applicable industry codes at the lowest overall cost and best value; and

WHEREAS, securing successful delivery of projects in the construction industry is particularly difficult due to the unique, complex, unpredictable and inherently dangerous nature of the industry, wherein errors in project planning or execution can result in serious health and safety risks to project workers and/or the general public, significant and avoidable cost overruns, flawed or inferior projects, and disruptions in performance schedules that delay the availability and use of critical government facilities;

WHEREAS, the Haverford Township Board of Commissioners wishes to revise its procurement standards for public works construction to address these findings and considerations, limit project delivery risks and protect its financial and proprietary interests, and better ensure efficient procurement and successful delivery of these projects; and

WHEREAS, the Haverford Township Board of Commissioners is duly empowered to enact certain laws needed to protect its proprietary and financial interests relating to major capital investments it makes in public works contracts, and to protect the public health, safety and welfare of its residents;

WHEREAS, the Board of Commissioners has significant concerns regarding the challenges it faces in planning and executing public works construction and maintenance projects, especially those relating to its ability to ensure the use of qualified contractors and subcontractors and adequate numbers of skilled craft personnel who have industry-recognized training in the respective trades needed for public works projects;

WHEREAS, that Haverford Township Board of Commissioners is committed to addressing the challenges it faces relating to public works projects by enacting necessary and appropriate procurement legislation to protect its proprietary and financial interests and create adequate safeguards to ensure the successful delivery of such projects to the fullest extent possible; and,

NOW, THEREFORE, BE IT RESOLVED and ENACTED by the Board of Commissioners of Haverford Township, as follows:

SECTION 1. CODE AMENDMENT.

A. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E, to provide for a new Subsection E(4) to provide as follows:

(4) Responsible Contractor Bidding Requirements.

(a) Purpose.

Haverford Township recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform such contracts in a timely, reliable and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for these public contracts and to protect the Township's investments in such contracts, prospective contractors and subcontractors should be required to meet pre-established, clearly defined, minimum qualification standards regarding past project performance in terms of competency, safety and law compliance, technical abilities, experience, and adequacy of resources.

Further, due to the critical impact that skilled craft labor has on the execution of public works projects, and the increasingly limited availability of such labor, it is necessary to require contractors and subcontractors to participate in proven apprenticeship training programs as a condition of bidding to promote successful project delivery and help ensure future workforce development.

Therefore, the Township shall require compliance with the provisions of these Responsible Contractor Bidding Requirements by business entities seeking to provide services as specified herein. The requirements of these requirement are intended to supplement, not replace, existing contractor qualification standards or other criteria currently required by the Township. However, in the event that these requirements conflict with any law, public policy, or contracting documents of the Township, these Responsible Contractor Bidding Requirements shall prevail.

(b) Responsible Contractor Requirements.

[1] These Responsible Contractor Bidding Requirements set forth herein shall apply to public works projects valued at \$250,000 or more undertaken by the Township for construction, demolition, alteration, renovation, modernization, service or maintenance of buildings, structures or facilities. All contractors and subcontractors of any tier that perform work on such projects, regardless of value of individual contract or subcontract packages shall meet the requirements herein.

[2] All firms engaged in public works contracts subject to these Responsible Contractor Requirements, including general contractors, construction managers, other lead or prime contractors, and subcontractors at any level, shall be qualified, responsible contracting firms that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding or otherwise participating in public works contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.

[3] The firm will pay all craft employees on the project, at a minimum, the applicable prevailing wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with 43 PA. CONS. STAT. § 165-1 *et. seq.*

(c) Contractor Responsibility Certifications.

[1] As a condition of performing work on a public works contract subject to these Responsible Contractor Bidding Requirements, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits a bid for contract.

[2] The Contractor Responsibility Certification shall be completed on a form provided by the Township and shall reference the project for which a bid is being submitted by name and contract or project number.

[3] In the Contractor Responsibility Certification, the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

- i. The firm and its employees have all licenses, registrations, certificates or other credentials required by federal, state, or county law and the laws of the Township including but not limited to: licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations, certificates for any type of construction or maintenance trade work or specialty work which the firm seeks to self-perform.
- ii. The firm meets the bonding requirements for the contract required by applicable law or contract specifications, and any insurance requirements, as well as applicable insurance requirements for the contract, including general liability, workers compensation and unemployment insurance.
- iii. The firm has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.
- iv. The firm has not defaulted on any project in the past three years.
- v. The firm has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three years.
- vi. The firm and its principals/owners have not been convicted of any crime relating to its contracting business in the past ten (10) years.
- vii. Within the past three years, the firm has not been found in violation of any law applicable to its contracting business, including, but not limited, to licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.
- viii. The firm will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement.
- ix. The firm shall ensure that all craft labor it employs on the project will have completed, prior to working on the project the OSHA 10-hour training course established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one person on the project has completed the OSHA 30-hour construction training course established by the U.S. Department of Labor.
- x. The firm participates in a Class A Apprenticeship Training Program, as defined below, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. This requirement, along with the requirements specified in subsection xi below of these Responsible Contractor Bidding Requirements help ensure that workers

employed on the project are participants in or graduates of bona fide apprenticeship training programs in each trade or craft in which their services are utilized, as evidenced by the fact that the program is registered with federal or state government and has been in continuous existence for no fewer than five (5) years prior to the project relating to the certification.

1. For purposes of this section, a Class A Apprenticeship Program is an apprenticeship program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years. This may be an apprenticeship program subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), or a non-ERISA program.
 2. To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed.
-
- xi. The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journeyperson workers who have successfully completed a Class A Apprenticeship Program, as defined in subsection x above, or apprentices registered in such programs. The apprenticeship participation of specified by this section must be in the same trade or craft for which the workers are employed on the project.
 - xii. The firm shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training or shall use qualified subcontractors to meet these requirements.
 - xiii. The firm shall pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.
 - xiv. The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors.
 - xv. The firm shall notify the Township within seven days of any material changes in its operation that relate to any matter attested to in this certification.

[4] Execution of the Contractor Responsibility Certification required by these Responsible Contractor Bidding Requirements shall not establish a presumption of contractor responsibility, and the Township may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including information regarding the firm's technical qualifications, financial capacity or other resources and performance capabilities. The Township may require that such information be included in a separate Statement of

Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.

[5] The submitting firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information as specified in Subsection (e) below, Subcontractor Responsibility Requirements.

[6] If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach an appendix to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

[7] If a firm fails to provide a Contractor Responsibility Certification required by this section in any bid to the Township, such failure shall constitute grounds to reject such bid as non-compliant with these requirements and shall disqualify such firm from bidding. No action of any nature shall lie against the Township because of its refusal to accept or award a bid for failing to provide information required by this section.

(d) Notice of Intent to Award Contract.

[1] After it has received bids for a project, the Township shall issue a Notice of Intent to Award Contract to the firm that has submitted the lowest responsive and responsible bid.

[2] Such Notice shall be issued immediately or as soon as practicable after bids are opened and shall stipulate that the contract award is conditioned on the issuance of a written Contractor Responsibility Determination for the firm as required by subsection f below (Contractor Responsibility Review and Determination), compliance with Subcontractor Certifications required by subsection (e) below (Subcontractor Responsibility Requirements), and any other qualification standards required by the Township.

(e) Subcontractor Responsibility Requirements.

[1] Within fourteen (14) days of receiving a Notice of Intent to Award Contract, the prospective awardee shall submit a Subcontractor List, which provides the names and addresses of the subcontractors it will use on the project, the scope of work assigned to each subcontractor, and Subcontractor Responsibility Certifications as required by this section.

[2] The prospective awardee shall not be permitted to use a subcontractor on any work performed for the Township unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of these Responsible Contractor Bidding Requirements.

[3] At the time a prospective awardee submits the Subcontractor List, all subcontractors will be identified on the Subcontractor List submitted by any bidder and Subcontractor

Responsibility Certifications shall be submitted with supporting documentation by a prospective awardee to the Township.

[4] A prospective awardee shall determine whether any firm on its Subcontractor List is organized as a sole proprietorship owned and operated by a single person. This shall apply to subcontractors at any tier. For any such entity, the prospective awardee shall ensure that the sole proprietorship subcontractor is a legitimate business entity and not a misclassified employee by requiring the subcontractor to supplement its Subcontractor Certification with its Employer Identification Number and copies of any license, certificate or registration it is required to maintain in to do business in the state in which it is located.

[5] At the time a prospective awardee submits the Subcontractor List, it shall also submit Subcontractor Responsibility Certifications for all listed subcontractors to the Township. Subcontractor Responsibility certifications must be executed by the respective subcontractors on forms prepared by the Township and shall contain the same information and representations required in Contractor Responsibility Certifications, including verifications of apprenticeship qualifications as required in subsection (3)[c]xi above, for each trade or classification of craft workers it will employ on the project.

[6] Subcontractor Responsibility Certifications shall be executed by a person having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

[7] A subcontractor listed on a firm's Subcontractor List shall not be substituted unless written authorization is obtained from the Township and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.

[8] In the event that the Township determines that a subcontractor fails to meet the requirements of these Responsible Contractor Bidding Requirements or is otherwise determined to be non-responsible, it may, after informing the prospective awardee, exercise one of the following options:

- i. Permit the awardee to substitute a qualified, responsible subcontractor in accordance with the requirements of this section, upon submission of a completed Subcontractor Certification for the substitute and approval of the substitute by the Township.
- ii. Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or
- iii. Disqualify the prospective awardee.

[9] In the event a subcontractor is disqualified under these Responsible Contractor Bidding Requirements, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of claim against the Township on the basis of a subcontractor disqualification.

(f) Contractor Responsibility Review and Determination.

[1] After the Township has issued a Notice of Intent to Award Contract to the lowest responsible bidder, it shall undertake a contractor responsibility review process to determine whether the firm is a qualified, responsible firm in accordance with the requirements of these Responsible Contractor Bidding Requirements, this Part, and other applicable laws and regulations. The time frame for conducting this review process shall be as determined by the Township.

[2] As part of the review process, the Township shall ensure that the Contractor Responsibility Certification, the Subcontractor List, the Subcontractor Responsibility Certifications, and all applicable supporting information comply with the requirements of these Responsible Contractor Bidding Requirements.

[3] The Township of Haverford Township may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the Township may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

[4] If at the conclusion of its internal review, the Township determines that all responsibility certifications have been properly completed and executed, and if the Township concludes that the qualifications and background of the prospective awardee and the firms on its Subcontractor List are satisfactory to deem the firms as responsible contractors under these requirements, the Township shall issue a written Contractor Responsibility Determination verifying that the prospective awardee is a qualified, responsible and responsive contractor.

[5] In the event a firm is determined to be non-responsible, the Township shall notify the firm and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project. A Responsibility Determination may be revoked at any time if the Township obtains relevant information warranting any such revocations.

(g) Execution of Final Contract and Public Review.

[1] A contract subject to these Responsible Contractor Bidding Requirements shall not be executed until all requirements of these requirements have been fulfilled and until a Contractor Responsibility Determination has been issued by the Township pursuant to subsection (f) above.

[2] Prior to the execution of a final contract under this Part, the Township shall publicly post the Notice of Intent to Award, Contractor and Subcontractor Responsibility Certifications, Subcontractor Lists, related supporting documentation and the Contractor

Responsibility Determination on a publicly available website for public inspection for a period of ten (10) calendar days after the issuance of the Contractor Responsibility Determination.

(h) False, Incomplete or Misleading Responsibility Certifications.

If the Township determines that a Contractor Certification, Subcontractor List, or Subcontractor Responsibility Certification contains false or misleading information that was provided knowingly or with reckless disregard for the truth, or omits material information knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be disqualified from the project and shall be prohibited from performing work for the Township for a period of three (3) years. The Township may withhold payment of any monies due to the firm as damages and impose other applicable penalties and sanctions, including contract termination, as permitted by law or contract.

(i) Emergencies.

Should Haverford Township determine, in accordance with the provisions of the Township Charter, Section 4-1008(F) below, and/or First Class Township Code, that emergency circumstances exist pursuant to the conditions set forth in Section 4-1008(F)(1) below, then the Township may award a procurement contract without application of the terms of these Responsible Contractor Bidding Requirements.

B. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(1) is hereby amended as follows:

- (1) Responsible bidders list. There shall be established and maintained a bidders list for each type of goods or service purchased by the Township. Inclusion on the bidders list shall signify that a bidder is considered responsible, either through previous experience in business dealings with the Township or through an investigation of the credit, reliability and performance of the bidder. Once qualified as responsible, a bidder shall remain on the bidders list indefinitely unless removed by reason of disqualification. When applicable, a bidder shall also meet the requirements set forth below under Subsection (4), Responsible Contractor Bidding Requirements, in order to qualify as, and remain, a responsible bidder.

C. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(2) is hereby amended as follows:

- (2) Disqualification of bidders. A bidder may be disqualified for reasons including but not limited to the following:
 - (a) Previous unsatisfactory experience with the bidder by the Township or other recipient of the bidder's goods or services.
 - (b) Failure to submit a bid on two successive occasions.

- (c) False or misleading statements about a product or service.
- (d) An attempt by a bidder to influence the purchase of goods or services by the Township through a gift, gratuity, favor or benefit or promise thereof to a Township officer or employee.
- (e) Collusion with another bidder in an attempt to regulate the price, quality or availability of goods or services to the detriment of the Township.
- (f) When applicable, the bidder provides false or misleading information in violation of Subsection E(4)(h) below.

D. The Haverford Township Code, Chapter 44, Administration of Government, Part 10, Fiscal Affairs, Section 4-1008, Establishment of Purchasing System, Subsection E(3) is hereby amended as follows:

(3) Invitation to bid.

(a) (Reserved)

- (b) An invitation to bid shall be sent by mail to all vendors appearing on the bidders list for the item to be purchased. The invitation shall include the following:

[1] A basic description of the item to be purchased.

[2] The quantity to be purchased.

[3] A copy of the specification and bid documents or instructions on the method by which they may be obtained.

[4] The date, time and place of the bid opening.

[5] When applicable, that a Contractor Responsibly Certification is required.

[6] Any other specific requirements.

SECTION 2. REPEALER. In addition to the above, all other ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed. Further, it is understood and intended that all other sections, parts, provisions, and ordinances that are not otherwise specifically in conflict with or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

SECTION 3. SEVERABILITY. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude, or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

SECTION 4. FAILURE TO ENFORCE NOT A WAIVER. The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective 10 days following final adoption by the Board of Commissioners and publication as required by law.

APPROVED and ADOPTED this 8th day of May, 2023.

ATTEST:

TOWNSHIP OF HAVERFORD

By: _____

**David R. Burman,
Township Manager/Secretary**

By: _____

**Judy Trombetta
President
Board of Commissioners**

ORDINANCE NO. P6-2023

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 the Pembroke Road side of 255 Kathmere 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 May, 2023.

TOWNSHIP OF HAVERFORD

**BY: Judy Trombetta
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

ORDINANCE NO. P7-2023

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 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

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 June, 2023.**

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**



RESOLUTION 2308-2023

A Resolution _____ authorizing Haverford Township
* (the "Governmental Entity") to join with other Pennsylvania local government entities and school districts
as a Settlor of the Pennsylvania School District Liquid Asset Fund (the "Fund") for the purpose of investing
funds of this

_____ Township ** on a pooled basis with funds of other
Pennsylvania local government entities and school districts.

Whereas, the Fund was formed as a common law trust on January 22, 1982 in accordance with the
Pennsylvania Intergovernmental Cooperation Act and other applicable provisions of Pennsylvania law
through the adoption of a Declaration of Trust (the "Declaration of Trust") by the initial Settlers of the
Fund; and

Whereas, additional Pennsylvania local government entities and school districts may participate in,
and benefit from, the programs of the Fund by becoming Settlers of the Fund and adopting the Declaration
of Trust; and

Whereas, the Fund provides a means for the investment of funds of this Governmental Entity
through an investment program consistent with good business practice that is economically advantageous
to this Governmental Entity.

Now, Therefore, Be It Resolved As Follows:

Section 1. This Governmental Entity shall become a Settlor of the Fund in accordance with the
Declaration of Trust by hereby adopting and entering into the Declaration of Trust in accordance with the
terms of the Declaration of Trust and the provisions of the Pennsylvania Intergovernmental Cooperation
Act as now in effect, and a copy of the Declaration of Trust shall be filed in the records of this Governmental
Entity.

Section 2. This Governmental Entity may invest and withdraw funds pursuant to the
investment program of the Fund in accordance with the provisions of the Declaration of Trust.
The following officers or officials and their respective successors in office are hereby
authorized, directed and empowered to take such actions and execute any and all such
documents as they may deem necessary and appropriate to effectuate and evidence (i) the entry
by this Governmental Entity into the Declaration of Trust, (ii) the investment and withdrawal of
funds of this Governmental Entity pursuant to the investment program of the Fund, and (iii) the
exercise of the rights, powers and privileges of this Governmental Entity as a Settlor of the
Fund, including, without limitation, voting rights, pursuant to the Declaration of Trust***:

Aimee M Cuthbertson

Finance Director

Print Name

Title

Signature



David R Burman

Township Manager

Print Name

Title

Signature

Print Name

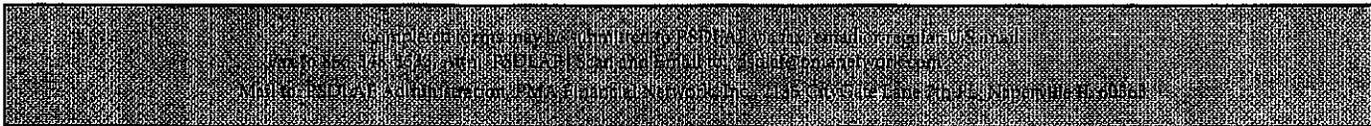
Title

Signature

Section 3. The Trustees of the Fund are hereby designated as having official custody of this Governmental Entity's funds which are invested in accordance with the Declaration of Trust.

Section 4. As required and provided by the Pennsylvania Intergovernmental Cooperation Act (Section 1 of the Act of December 19, 1996, P.L. 1158, No. 177), the following matters are specified:

- (a) The conditions of the agreement regarding intergovernmental cooperation are set forth in the Declaration of Trust;
- (b) This Governmental Entity's participation in the Fund shall be terminable at any time by the delivery of a notice thereof to the Fund in accordance with the Declaration of Trust, and the Fund shall be terminable in accordance with the Declaration of Trust;
- (c) The purpose and objectives of the Declaration of Trust are the investment of funds of this Governmental Entity in obligations and securities in which funds of this Governmental Entity may be legally invested as a part of a pooled arrangement with other Pennsylvania entities that constitute Local Governments as such term is defined in the Pennsylvania Intergovernmental Cooperation Act (Section 1 of the Act of December 19, 1996, P.L. 1158, No. 177) in order to achieve thereby economic and other advantages of such investments;
- (d) It is not necessary to finance the agreement authorized herein from funds of this Governmental Entity except through the temporary investment of funds in accordance with the Declaration of Trust;
- (e) The organizational structure necessary to implement the Declaration of Trust shall be as set forth in the Declaration of Trust and the affairs of the Fund shall be managed by the Trustees of the Fund;
- (f) Funds of this Governmental Entity may be invested and withdrawn in accordance with the terms of the Declaration of Trust as this Governmental Entity may determine to be necessary or appropriate to meet its investment requirements; and
- (g) If the Trustees of the Fund deem it to be appropriate, the Fund shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for such employees, if any, as it may have from time to time.



Section 5. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

Section 6. This resolution shall become effective on the earliest date permitted by law.

Notes:

- * Insert the name of the Governmental Entity.
- ** Insert the type of Governmental Entity (i.e. borough, county, township, etc.)
- *** Insert the titles of the officers and officials of the Governmental Entity who will be authorized to deal with the Fund and the investment and withdrawal of investments pursuant to the Fund's programs.

Resolved this 8th day of May, 2023.

Township of Haverford

By: Judy Trombetta, Vice President

Attest: David R. Burman, Township Manager

RESOLUTION 2309-2023

APPROVING THE ISSUANCE OF BONDS OF THE TOWNSHIP PURSUANT TO THE REQUIREMENTS OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986

WHEREAS, the Township of Haverford, Delaware County, Pennsylvania (the "Township") proposes to issue its general obligation bonds (the "Bonds") to finance various capital projects (the "Projects") of the Township; and

WHEREAS, in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), a public hearing (the "Hearing") was held by the Township on Monday, April 10, 2023, a written notice of which Hearing was published in *The Delaware County Daily Times* on March 31, 2023 and a copy of which notice is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, at the Hearing a reasonable opportunity to be heard was provided for all persons with different views on both the issuance of the Bonds and the location and nature of the Projects; and

WHEREAS, a copy of the public hearing report for the Hearing is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Exhibit C hereto summarizes the nature and location of the Projects, the owner or principal user of the Projects, and the maximum amount of Bonds to be issued for the Projects, all as more fully set forth in the published notice of the Hearing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township that, based upon the foregoing, the issuance of the Bonds to finance the Projects is hereby approved in accordance with, and for the purpose of satisfying, the requirements of Section 147(f) of the Code and Treas. Reg. §1.147(f)-1 promulgated thereunder.

RESOLVED, THIS 8TH DAY OF MAY, 2023.

TOWNSHIP OF HAVERFORD

By: _____
Judy Trombetta, Vice President

By: _____
David R. Burman, Township Manger/Secretary

Dated: May 8, 2023

EXHIBIT A

Form of Notice of Public Hearing

(Attached)

PHILADELPHIA TRIBUNE
AFFIDAVIT OF PUBLICATION
390 Eagleview Boulevard • Exton, PA 19341

HAVERTOWN TOWNSHIP
3034 DARBY RD
HAVERTOWN, PA 19083
Attention:

STATE OF PENNSYLVANIA,

The undersigned, [Signature], being duly sworn the he/she is the principal clerk of Delaware County Daily Times, Daily & Sunday Times Digital, published in Delaware County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

HAVERTOWN TOWNSHIP

Published in the following edition(s):

Delaware County Daily Times, Daily & Sunday Times Digital
05/21/23

Delaware County, PA
County of Delaware
MAY 21 2023
COUNTY CLERK'S OFFICE

Sworn to and subscribed before me this 4/20/2023

[Signature]
Notary Public, State of Pennsylvania
Acting in County of Delaware

NOTICE TO SUBSCRIBERS: This notice is published in accordance with the provisions of Section 101 of the Pennsylvania Election Code, 54 Pa.S.C. § 101, which requires that notice be published in a newspaper of general circulation in the county in which the election is to be held. This notice is published in the Delaware County Daily Times, Daily & Sunday Times Digital, on May 21, 2023, at the County Clerk's Office, 390 Eagleview Boulevard, Exton, PA 19341. The notice is published in accordance with the provisions of Section 101 of the Pennsylvania Election Code, 54 Pa.S.C. § 101, which requires that notice be published in a newspaper of general circulation in the county in which the election is to be held. This notice is published in the Delaware County Daily Times, Daily & Sunday Times Digital, on May 21, 2023, at the County Clerk's Office, 390 Eagleview Boulevard, Exton, PA 19341. The notice is published in accordance with the provisions of Section 101 of the Pennsylvania Election Code, 54 Pa.S.C. § 101, which requires that notice be published in a newspaper of general circulation in the county in which the election is to be held. This notice is published in the Delaware County Daily Times, Daily & Sunday Times Digital, on May 21, 2023, at the County Clerk's Office, 390 Eagleview Boulevard, Exton, PA 19341.

Additional Information

Client Id: 881538 Ad Id: 2454951 PO: Sales Person: 063808

EXHIBIT B

Public Hearing Report

(Attached)

**TOWNSHIP OF HAVERFORD
TRANSCRIPT OF PUBLIC HEARING
HELD APRIL 10, 2023**

The Public Hearing of Haverford Township (the "Township") scheduled for 6:15 p.m. on Monday, April 10, 2023 was called to order at that time. The Public Hearing was held pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and was duly advertised in the *Delaware County Daily Times* on March 31, 2023. One copy of the Proof of Publication of the Township's notice to the public was entered into the record.

Attending the Public Hearing on behalf of the Township were the (9) members of the Board of Commissioners; David Burman, Township Manager; Kaitie Melchoir, Solicitor; Aimee Cuthbertson, Director of Finance and Assistant Township Manager; and S. William Richter of Reed Smith LLP, bond counsel to the Township. The purpose of the Public Hearing was to consider the proposed issuance by the Township of its tax exempt bonds (the "Bonds") in the maximum aggregate principal amount of \$16,645,000 for the purpose of financing the renovation and expansion of the Haverford Township Free Library; \$4,000,000 for the purpose of financing the purchase of fire apparatus; and \$850,000 for the purpose of financing ambulances and emergency medical service vehicles. The nature and the purpose of the projects being financed by the issuance of the Bonds were described by Mr. Richter.

The Township gave an opportunity to the public to provide testimony and other comments concerning the project and the issuance of the Bonds. No members of the public attended to offer testimony or comments and no written comments were received.

The Public Hearing was adjourned at 6:30 p.m.

I, David R. Burman, Township Manager of the Township, do hereby certify that the foregoing is a true and accurate transcript of the Public Hearing held on April 10, 2023 by the Township.

David R. Burman
Township Manager/Secretary

Date: _____

EXHIBIT C

Summary of Capital Projects

| Project | Maximum Bonds | Location | Owner/User |
|--|----------------------|--|--|
| Haverford Township Free Library: renovations, equipment and improvements | \$16,645,000 | 1601 Darby Road Havertown, PA 19083 | Township/Haverford Township Free Library Association |
| Acquisition of Fire Trucks | \$4,000,000 | Oakmont Fire Company, 23 West Benedict Ave., Havertown, PA 19083; Brookline Fire Company, 1315 Darby Road, Havertown, PA 19083; Manoa Fire Company, 115 S. Eagle Road, Havertown, PA 19083; Bon Air Fire Company, 541 Royal Avenue, Havertown, PA 19083; Llanerch Fire Company, 107 West Chester Pk, Havertown, PA 19083 | Township/Fire Companies |
| Acquisition of Ambulances and EMS Vehicles | \$850,000 | 1014 Darby Road, Havertown, PA 19083; 2325 Darby Road, Havertown, PA 19083; 800 Ardmore Ave, Ardmore, PA 19010 | Township/Narberth Ambulance |

RESOLUTION NO. 2310-2023

PA COMMISSION ON CRIME AND DELINQUENCY

Whereas, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania hereby approves this Resolution authorizing “appropriate Township officials” to execute a grant agreement with the Pennsylvania Commission on Crime and Delinquency in the amount of \$212,228 to purchase and implement the Infoshare Law Enforcement Records Management System.

Resolved this 8th day of May, 2023.

Township of Haverford

**By: Judy Trombetta
Vice President**

**Attest: David R. Burman
Township Manager**

**PENNSYLVANIA COMMISSION ON CRIME
AND DELINQUENCY**

PCCD USE ONLY

Applicant Hereby Applies to the PCCD for Financial Support for the Within-Described Project:

| Receipt Date | Award Date | Subgrant Number(s) |
|--------------|------------|--------------------|
| 10/13/2022 | 3/8/2023 | 2022-CL-01 39493 |

| | | | |
|--|--|------------------|---|
| 1. Type of Funds for which you are applying | COVID-SFR Local Law Enforcement Support (Federal 21.027 CL) | | |
| 2. Applicant | Name Of Applicant: Haverford Township | | |
| | Federal I.D: 23-6002307 | County: Delaware | |
| | Street Address Line 1: 1014 Darby Road | | |
| | Address Line 2: | Address Line 3: | |
| | City: Havertown | State: PA | Zip: 19083-2201 |
| 3. Recipient Agency | Haverford Township Police Department | | |
| 4. Project Director | Name: Lt. Eugene J Dolan | | Title: |
| | Street Address Line 1: 1010 DARBY RD | | |
| | Address Line 2: | Address Line 3: | |
| | City: HAVERTOWN | State: PA | Zip: 19083 |
| | Phone: 610-853-1298 x1213 | Fax: | Email: edolan@havpd.org |
| 5. Financial Officer | Name: Ms. Aimee Cuthbertson | | Title: Director of Finance/Asst Twp Manager |
| | Street Address Line 1: 1014 Darby Road | | |
| | Address Line 2: | Address Line 3: | |
| | City: Havertown | State: PA | Zip: 19083 |
| | Phone: 610-446-1000 x2240 | Fax: | Email: acuthbertson@havtwp.org |
| 6. Contact | Name: Lt. Eugene J Dolan | | Title: |
| | Street Address Line 1: 1010 DARBY RD | | |
| | Address Line 2: | Address Line 3: | |
| | City: HAVERTOWN | State: PA | Zip: 19083 |
| | Phone: 610-853-1298 x1213 | Fax: | Email: edolan@havpd.org |
| 7. Brief Summary of Project | Short Title (May not exceed 50 characters) Infoshare RMS Implementation | | |
| (Do Not Exceed Space Provided) | Haverford Township Police Department requests funds to purchase and implement a new RMS, namely Infoshare. | | |

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

| BUDGET CATEGORY | AMOUNT |
|-------------------------------|-------------------|
| PERSONNEL | 0.00 |
| EMPLOYEE BENEFITS | 0.00 |
| TRAVEL (INCLUDING TRAINING) | 0.00 |
| EQUIPMENT | 0.00 |
| SUPPLIES & OPERATING EXPENSES | 212,228.00 |
| CONSULTANTS | 0.00 |
| CONSTRUCTION | 0.00 |
| OTHER | 0.00 |
| TOTAL | 212,228.00 |

9. TOTAL BUDGET BY FUND SOURCE

| FUND SOURCE | AMOUNT | PERCENT |
|--------------------------|-------------------|-------------|
| FEDERAL | 212,228.00 | 100% |
| STATE | 0.00 | |
| PROJECT INCOME | 0.00 | |
| INTEREST | 0.00 | |
| STATE MATCH | 0.00 | |
| CASH MATCH (NEW APPROP.) | 0.00 | |
| IN-KIND MATCH | 0.00 | |
| PROJECT INCOME MATCH | 0.00 | |
| TOTAL | 212,228.00 | 100% |

10. Project Start Date: 4/1/2023

Project End Date: 3/31/2025

SUBGRANT: 39493

Short Title: Infoshare RMS Implementation

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

SIGNATURE OF ATTESTING OFFICER

TITLE OF ATTESTING OFFICER

Haverford Township
NAME OF APPLICANT AGENCY

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

SOLICITOR

APPROVED:

CONTROLLER

DISTRICT ATTORNEY
(VS applications only)

FOR PCCD USE ONLY

We certify that this application is approved and that a grant award has been received to pay the herein stated _____ funds.

PCCD Executive Director or designee

DATE

COMPTROLLER OPERATIONS

DATE

Approved as to form and legality:

COUNSEL TO PCCD

DATE

35-FA-1.2
OFFICE OF GENERAL COUNSEL

DATE

35-FA-1.2
DEPUTY ATTORNEY GENERAL

DATE

12. BUDGET DETAILS**A. AGENCY BUDGETS**

| BY RECIPIENT AGENCY | YEAR 1 | YEAR 2 | TOTAL |
|--------------------------------------|-------------------|-------------|-------------------|
| Haverford Township Police Department | 212,228.00 | 0.00 | 212,228.00 |
| Total: | 212,228.00 | 0.00 | 212,228.00 |

Recipient Agency: Haverford Township Police Department

| BY CATEGORY | YEAR 1 | YEAR 2 | TOTAL |
|-------------------------------|-------------------|-------------|-------------------|
| PERSONNEL | 0.00 | 0.00 | 0.00 |
| EMPLOYEE BENEFITS | 0.00 | 0.00 | 0.00 |
| TRAVEL (INCLUDING TRAINING) | 0.00 | 0.00 | 0.00 |
| EQUIPMENT | 0.00 | 0.00 | 0.00 |
| SUPPLIES & OPERATING EXPENSES | 212,228.00 | 0.00 | 212,228.00 |
| CONSULTANTS | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION | 0.00 | 0.00 | 0.00 |
| OTHER | 0.00 | 0.00 | 0.00 |
| Total: | 212,228.00 | 0.00 | 212,228.00 |

Applicant Agency: Haverford Township

| BY SOURCE | YEAR 1 | YEAR 2 | TOTAL |
|--------------------------|-------------------|-------------|-------------------|
| FEDERAL | 212,228.00 | 0.00 | 212,228.00 |
| STATE | 0.00 | 0.00 | 0.00 |
| PROJECT INCOME | 0.00 | 0.00 | 0.00 |
| INTEREST | 0.00 | 0.00 | 0.00 |
| STATE MATCH | 0.00 | 0.00 | 0.00 |
| CASH MATCH (NEW APPROP.) | 0.00 | 0.00 | 0.00 |
| IN-KIND MATCH | 0.00 | 0.00 | 0.00 |
| PROJECT INCOME MATCH | 0.00 | 0.00 | 0.00 |
| Total: | 212,228.00 | 0.00 | 212,228.00 |

12. BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Haverford Township Police Department

YEAR 1

SUPPLIES & OPERATING EXPENSES

Justification: One time subscription, activation and deployment

| Supply Item: | Unit Cost Per Item | Quantity | % Applied To Grant | <u>COST</u> |
|--------------------------|--------------------|----------|--------------------|-------------|
| Infoshare Purchase Costs | 212,228.00 | 1.00 | 100.00 | 212,228.00 |

Supplies & Operating Expenses - Year 1 Total: 212,228.00

YEAR 1 TOTAL: 212,228.00

13. SECTIONS:

A. Executive Summary

Executive Summary - (length is limited to 5,000 characters; approximately one printed page)

1.

All applicants should fill out the following script and paste into the Executive Summary section:

The *[name of applicant]* is requesting \$_____ to *[provide a single sentence or two describing what you are seeking to implement with your grant funding]*.

These funds will be used for the following: *[provide bullet points of what the funds will be used for]*.

Please note that responses in this section will be used in grant summaries and could be mentioned in press releases. Plain language that clearly describes the intent of the project is most effective.

The Haverford Township Police Department (HTPD) has requested local law enforcement grant funding to purchase the Infoshare Records Management System.

HTPD applied for the Local Law Enforcement Support Grant in the Fall of 2022. HTPD applied to use the funding for the implementation of a new Records Management System (RMS), namely Cody Pathfinder. Cody Pathfinder would be utilized to replace the Visual Alert report writing system which is currently in use but is not able to suit our growing needs.

Since the time this grant was applied for, HTPD Administration has learned Delaware County is planning to use the CSI Technology Group Infoshare RMS Program. This system is already in use by Marple Township Police Department and new departments utilizing this system will join their cloud and be able to communicate with one another and share information.

Infoshare not only has the features HTPD needs, such as CAD, CLEAN, and PennDOT interfaces, but also a prosecutor's package. The Delaware County District Attorney's Office is planning to have police departments use this prosecutor's package to facilitate preliminary arraignments online. HTPD's involvement in the current arraignment process is experiencing limitations due to fax and connectivity issues. The prosecutor's package will enhance the central arraignment process for not only the police, but also the District Attorney's Office and Public Defenders Office, ultimately improving conditions for victims, witnesses, and defendants throughout all stages of the court process.

13. SECTIONS:

B. General Questions - Law Enforcement

1. What is your Originating Agency Identifier (ORI)? (Must be 9 characters. Example: PA0020022)

PA0231400

2. From the dropdown, identify your agency type:

Local Law Enforcement Agency

3. Please provide your average, annual agency budget based on the past three fiscal years.

0.00

4. Does your law enforcement agency provide police coverage to your jurisdiction on a full-time basis?

Yes

4.1. If you responded no above, provide the name of the agency that provides policing services in your absence, and the timeframe for which they provide coverage? (e.g. Pennsylvania State Police - midnight to 7:00 AM, seven days a week).

5. Are you a regional police department?

No

5.1. If you responded yes above, please list all the municipalities that your regional police department covers including the name of the municipality and the county. (e.g. Doylestown Borough, Bucks County).

6. Does your local law enforcement agency cover any other municipalities on a contractual basis?

No

6.1. If you answered yes above, please list the municipalities that you cover and the times that you cover (e.g. Doylestown Borough, Bucks County – coverage provided from midnight to 7 AM, seven days per week).

7. From the dropdown, select the range of funding that you are eligible to apply for. Your maximum award amount is based on the population of the area that you police or the type of your law enforcement agency as described in the "Funding Availability" section of the Funding Announcement. You are not required to apply for the statutory maximum and applicants are encouraged to seek funding ONLY for their highest priority needs and are discouraged from overreaching in order to apply for maximum funding. Applications will be reviewed and scored based in part, on the applicant's precise articulation of need. See Appendix A of the funding announcement for a list of municipal, regional and county funding caps. Your budget CANNOT exceed the amount listed in Appendix A.

\$1 - \$5,000,000 (Municipal, Regional or County population between 18,000 and 55,000, Transit Agency or Campus Police)

8. What category or categories are you applying under?

Category 1: Technology and information technology improvements

Category 2: Hardware and software equipment

9. How many full-time sworn LE officers currently work for your department?

71

13. SECTIONS:

10. How many part-time sworn LE officers currently work for your department?

0

11. How many full-time sworn LE positions do you have allocated in your budget that are currently vacant?

0

12. How many part-time sworn LE positions do you have allocated in your budget that are currently vacant?

0

13. How many full-time civilians work for your department?

6

14. How many part-time civilians work for your department?

1

15. How many full-time civilian positions do you have allocated in your budget that are currently vacant?

0

16. How many part-time civilian positions do you have allocated in your budget that are currently vacant?

0

17. Using the dropdown, please tell us how you reported crime data to PSP in calendar year 2019.

Legacy Uniform Crime Reporting (UCR)

17.1. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated violent crimes (Murder, Non-negligent manslaughter, Rape, Robbery and Aggravated Assault) for calendar year 2019.

17.2. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) for calendar year 2019.

17.3. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) cleared by arrest for crimes committed in calendar year 2019.

18. Using the dropdown, please tell us how you reported crime data to PSP in calendar year 2020.

Legacy Uniform Crime Reporting (UCR)

18.1. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated violent crimes (Murder, Non-negligent manslaughter, Rape, Robbery and Aggravated Assault) for calendar year 2020.

18.2. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) for calendar year 2020.

13. SECTIONS:

18.3. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) cleared by arrest for crimes committed in calendar year 2020.

19. Using the dropdown, please tell us how you reported crime data to PSP in calendar year 2021.

Legacy Uniform Crime Reporting (UCR)

19.1. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated violent crimes (Murder, Non-negligent manslaughter, Rape, Robbery and Aggravated Assault) for calendar year 2021.

19.2. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) for calendar year 2021.

19.3. If you answered that you did not report crime data to PSP, please provide the total number of actual/substantiated crimes (ALL crimes) cleared by arrest for crimes committed in calendar year 2021.

13. SECTIONS:

C. Category 1: Technology and Information Technology

1. Are you applying for funding under Category 1: Technology and Information Technology?

Yes

If you answered "no" to question 1, you may skip the remaining questions. If you answered "yes" to question 1, please respond to questions 2-8 and follow the applicable instructions for each question.

2. Do you have an electronic records and/or reports management system?

Yes

3. What records or reports management system do you currently use?

Visual Alert

4. Do you plan on using funds to upgrade your records and/or reports management system? If yes, answer questions 4.1 and 4.2. If no, skip to question 5.

Yes

4.1. If you plan on using funds to upgrade or change your records/reports management system, please describe the need for a new/upgraded system and the impact it will have on your agency?

Haverford Township Police Department wants to replace Visual Alert because it is no longer staying maintained with the latest technology, the program is not proactive and not able to keep up to date with the growing needs of the Department. At some point in the future support will run out on the product and Infoshare meets the needs the Department has now.

4.2. If you plan on using funds to upgrade your records/reports management system, how will the upgrade help you lower your violent crime rate and/or increase your clearance rate?

Infoshare will come with a CAD interface, CLEAN Interface, PennDOT Crash Report Interface, PA LEJIS Interface, a Permits and License Module, a Warrants Module, and an e-Ticket Annual Subscription.

These interfaces and features will decrease violence rates or increase clearance rates by enabling officers to better locate, identify, arrest offenders and share that data with other law enforcement agencies in Delaware County conducting investigations.

5. Do you intend to use these funds to improve your ability to accurately report crime statistics by switching to the NIBRS reporting system?

Yes

6. Do you plan to use funding under this category to make technology or information technology improvements other than those described above? If yes, answer questions 6.1 and 6.2. If no, skip to question 7.

No

6.1. Please describe in detail the technology or information technology improvements you are intending to make.

6.2. How will these upgrades help you to lower your violent crime rate or increase your clearance rate?

13. SECTIONS:

7. What data will you gather and report to PCCD to show that the information technology purchase you made helped you to lower violent crime rates or increase clearance rates?

Haverford Township Police Department Officers will note in their reports when use of the technology interfaces and databases in Infoshare aids in the location, identification and arrest of offenders and report that information back to PCCD in the required reports.

8. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

Visual Alert currently does not have nor does it have the capability to interface with Delaware County CAD, CLEAN, or a Warrants Module which will be accessible by other departments in Delaware County, PA. Infoshare not only has the features HTPD needs, such as CAD, CLEAN, and PennDOT interfaces, but also a prosecutor's package. The Delaware County District Attorney's Office is planning to have police departments use this prosecutor's package to facilitate preliminary arraignments online. HTPD's involvement in the current arraignment process is experiencing limitations due to fax and connectivity issues. The prosecutor's package will enhance the central arraignment process for not only the police, but also the District Attorney's Office and Public Defenders Office, ultimately improving conditions for victims, witnesses, and defendants throughout all stages of the court process. These connectivity and communication enhancements will help lower violent crime rates and increase clearance rates.

13. SECTIONS:

D. Category 2: Hardware and Software Equipment

1. Are you applying for ANY funding under Category 2: Hardware and Software Equipment?

Yes

If you answered "no" to question 1, you may skip the remaining questions and mark this section complete. If you answered "yes" to question 1, you must respond to questions 2-6 and follow the applicable instructions for each question.

2. Are you using this funding to purchase body-worn cameras? If yes, answer questions 2.1 through 2.5. If no, skip to question 3.

No

2.1. How many body-worn cameras would you like to purchase with this funding?

2.2. How many law enforcement officers are currently equipped with working body-worn cameras?

2.3. Do you have additional body-worn cameras available if equipment fails?

A response to this question is optional and no answer was provided.

2.3.1. If you have additional body-worn cameras on hand, how many?

2.4. Do you currently have a body-worn camera policy in place?

A response to this question is optional and no answer was provided.

2.4.1. If you responded yes to question 2.4, you MUST upload your body-worn camera policy in the "required attachments" section of Egrants. You can find the link to PCCD's BWC Policy Recommendations on pages 6 and 9 of the funding announcement. Do you understand that in order to receive funding for body-worn cameras you must submit a body-worn camera policy to PCCD?

A response to this question is optional and no answer was provided.

2.4.2. If you responded "no" to question 2.4 do you understand that in order to receive funding for body-worn cameras you must develop and submit a body-worn camera policy to PCCD in the "required attachments" section of Egrants? You can find the link to PCCD's BWC Policy Recommendations on pages 6 and 9 of the funding announcement.

A response to this question is optional and no answer was provided.

2.5. How will these body-worn cameras help you lower your violent crime rate or increase your clearance rate?

3. Do you intend to use this funding to purchase in-car camera systems? If yes, answer questions 3.1 through 3.5. If no, skip to question 4.

No

3.1. How many in-car camera systems would you like to purchase with this funding?

3.2. How many police vehicles do you currently have in service?

3.3. How many of your police vehicles are equipped with in-car camera systems?

13. SECTIONS:

3.4. Do you have additional in-car camera systems on hand in the event of equipment failure?

A response to this question is optional and no answer was provided.

3.4.1. If you have additional vehicle cameras on hand, how many?

3.5. How will these cameras help you lower your violent crime rate or increase your clearance rate?

4. Do you plan to use funding under this category to make hardware or software equipment purchases other than those described above? If yes, answer questions 4.1 through 4.3. If no, skip to question 5.

Yes

4.1. If you answered "yes," please describe in detail the hardware or software equipment you intend to purchase with grant funds and why the equipment is necessary to your law enforcement agency.

Haverford Township Police Department wants to replace Visual Alert because it is no longer staying maintained with the latest technology, the program is not proactive and not able to keep up to date with the growing needs of the Department. At some point in the future support will run out on the product and CODY meets the needs the Department has now and their technology has room to grow.

4.2. Based on the type of hardware or software equipment you intend to purchase, please describe the "best practice" for the use of the hardware or software equipment. (i.e. If it is equipment for officers, what is the best practice standard for how many officers should have the equipment. If it is equipment for vehicles, what are best practice standards for the number of vehicles that should be equipped, etc.)

All computers in the police station would be equipped with CODY RMS for all sworn and civilian staff to use and all MDTs in the vehicles would be equipped with CODY RMS for sworn personnel to utilize in the field.

4.3. How will these hardware or software equipment/upgrades help you lower your violent crime rate or increase your clearance rate?

Sworn and civilian personnel utilizing the interfaces will save time eliminating duplication of labor copying information and searching names from the CAD onto the RMS, from the RMS onto CPIN, from the RMS onto Beast, and from the RMS onto TraCS because now all those systems will be interfaced. Patrol Officers will have more time to patrol and detect criminal activity. Patrol Officers and Detectives will use resources in Cody to better locate, identify, arrest offenders thereby decreasing violence rates and increasing clearance rates.

5. What data will you gather and report to PCCD to show that the hardware or software purchase you made helped you reduce your violent crime rate or increase your clearance rate?

Any time a Patrol Officer or Detective utilizes an interface or database in Cody which leads to the identification of an offender, they will note it in the narrative of the report. This information will be reported back to PCCD in the quarterly reports.

6. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

Additional improvements through this grant will include Cody RMS interfaces with CAD, CPIN, BEAST and TraCS not currently utilized by Visual Alert.

13. SECTIONS:

E. Category 3: Non-sworn personnel costs

1. Are you applying for ANY funding under Category 3: Non-sworn personnel costs?

No

If you answered "no" to question 1, you may skip the remaining questions. If you answered "yes" to question 1, please respond to questions 2-9 and follow the applicable instructions for each question.

2. Do you currently utilize any civilian supported co-responder or crisis intervention model?

A response to this question is optional and no answer was provided.

2.1. If you answered yes to question 2, please describe the program(s) that you currently utilize?

3. Do you intend to develop a civilian supported co-responder model with this funding? If yes, answer questions 3.1 through 3.3. If no, skip to question 4.

A response to this question is optional and no answer was provided.

3.1. Please describe the model that you intend to implement.

3.2. Please provide any data that you have to support the need for this type of civilian supported co-responder model.

3.3. How will the civilian supported co-responder model help you to reduce violent crime rates or increase your clearance rate?

4. Do you intend to develop a civilian supported crisis intervention model with this funding? If yes, answer questions 4.1 through 4.3. If no, skip to question 5.

A response to this question is optional and no answer was provided.

4.1. Please describe in detail the crisis intervention model that you intend to implement.

4.2. Please provide any data that you have to support the need for this type of civilian supported crisis intervention model.

4.3. How will the civilian supported crisis intervention model help you to reduce violent crime rates or increase your clearance rates?

5. Do you currently fund civilian forensic personnel (lab technicians, etc.)?

A response to this question is optional and no answer was provided.

6. Do you intend to support civilian forensic personnel with this funding? If yes, answer questions 6.1 and 6.2. If no, skip to question 7.

A response to this question is optional and no answer was provided.

6.1. Please describe in detail the need for forensic personnel (what is the current workload of your forensic personnel, what should it be?) and how you will utilize this funding to support forensic personnel.

6.2. How will supporting forensic personnel help you lower violent crime rates or increase your clearance rates?

13. SECTIONS:

7. Do you plan to utilize funding under this category to support other non-sworn personnel costs that are not described above? If yes, answer questions 7.1 and 7.2. If no, skip to question 8.

A response to this question is optional and no answer was provided.

7.1. Please describe the non-sworn personnel costs that you intend to fund.

7.2. How will the non-sworn personnel costs help you lower your violent crime rate or increase your clearance rate?

8. What data will you collect and report to PCCD to show that the non-sworn personnel costs described in this section will help you lower your violent crime rate or increase your clearance rate?

9. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

13. SECTIONS:

F. Category 4: Non-reoccurring personnel costs

1. Are you applying for funds under Category 4: Non-reoccurring personnel costs for sworn officers?

No

If you answered "no" to question 1, you may skip the remaining questions. If you responded "yes" to question 1, please answer questions 2-11 and follow the applicable instructions for each question.

2. Do you currently have an officer wellness program available to your staff?

A response to this question is optional and no answer was provided.

3. Do you intend to establish, improve, or expand an officer wellness program with this funding? If yes, answer questions 3.1 and 3.2. If no, skip to question 4.

A response to this question is optional and no answer was provided.

3.1. Please describe in detail the type of program are you planning on establishing, improving or expanding. How will it work? Who will it be available to?

3.2. How will the officer wellness program that you are planning to implement help you to decrease your violent crime rate or increase your clearance rate?

4. Do you currently have any programs to increase diversity in your workforce?

A response to this question is optional and no answer was provided.

5. Do you intend to establish, improve, or expand a program to increase diversity with this funding? If yes, answer questions 5.1 and 5.2. If no, skip to question 6.

A response to this question is optional and no answer was provided.

5.1. Please describe in detail the type of program you are planning on establishing or improving. How will it work? How will it help you increase diversity?

5.2. How will the program that you establish, improve, or expand with this funding help you to lower violent crime rates or increase clearance rates?

6. Do you intend to provide one-time bonuses to existing sworn officers with this funding? If yes, answer questions 6.1 through 6.4. If no, skip to question 7.

A response to this question is optional and no answer was provided.

6.1. How much funding do you intend to use to provide bonuses?

6.2. How many officers will receive a bonus if you are awarded the funding you request?

6.3. What will the criteria/strategy be for determining who gets a bonus and in what amount?

6.4. Describe how providing bonuses to existing sworn law enforcement officers will help you decrease violent crime rates or increase clearance rates.

13. SECTIONS:

7. Do you have an officer recruitment program?

A response to this question is optional and no answer was provided.

8. Do you intend to use funding to establish, expand, or improve an officer recruitment program? If yes, answer questions 8.1 and 8.2. If no, skip to question 9.

A response to this question is optional and no answer was provided.

8.1. Please describe the recruitment program you intend to establish, expand or improve upon.

8.2. How will the recruitment program you establish, expand, or improve help you to decrease violent crime or increase clearance rates?

9. Do you intend to use funding under this category to support other non-reoccurring personnel costs for sworn officers? If yes, answer questions 9.1 and 9.2. If no, skip to question 10.

A response to this question is optional and no answer was provided.

9.1. Please describe the other non-reoccurring personnel costs for sworn officers and describe in detail why your department needs these funds.

9.2. How will the funding that you are requesting as non-reoccurring personnel costs help you to lower violent crime rates or increase clearance rates?

10. What data will you collect and report to PCCD to show that the non-reoccurring personnel costs for sworn officers will help you lower your violent crime rate or increase your clearance rate?

11. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

13. SECTIONS:

G. Category 5: Policy Development, EBP

1. Are you applying for any funding under Category 5: Policy Development, Evidence-Based Practices and Training?

No

If you answered "no" to question 1, you may skip the remaining questions and mark this section complete. If you answered "yes" to question 1, please respond to questions 2-12 and follow the applicable instructions.

2. Number of officers in your department currently satisfactorily trained in:

2.1. Crisis Intervention

2.2. Use of Force

2.3. Implicit Bias

2.4. De-Escalation

3. Number of officers currently in your department qualified to teach:

3.1. Crisis Intervention

3.2. Use of Force

3.3. Implicit Bias

3.4. De-Escalation

4. Do you plan to use funding to support crisis intervention training for officers? If yes, answer questions 4.1 and 4.2. If no, skip to question 5.

A response to this question is optional and no answer was provided.

4.1. How many officers do you intend to train in crisis intervention using this funding?

4.2. How many officers do you intend to train to become certified trainers in crisis intervention using this funding?

5. Do you plan to use funding to support use of force training for officers? If yes, answer questions 5.1 and 5.2. If no, skip to question 6.

A response to this question is optional and no answer was provided.

5.1. How many officers do you intend to train in use of force using this funding?

5.2. How many officers do you intend to train to become certified trainers in use of force using this funding?

13. SECTIONS:

6. Do you plan to use funding to support implicit bias training for officers? If yes, answer questions 6.1 and 6.2. If no, skip to question 7.

A response to this question is optional and no answer was provided.

6.1. How many officers do you intend to train in implicit bias using this funding?

6.2. How many officers do you intend to train to become certified trainers in implicit bias using this funding?

7. Do you plan to use funding to support de-escalation training for officers? If yes, answer questions 7.1 and 7.2. If no, skip to question 8.

A response to this question is optional and no answer was provided.

7.1. How many officers do you intend to train in de-escalation using this funding?

7.2. How many officers do you intend to train to become certified trainers in de-escalation using this funding?

8. Do you intend to use funding to support training other than what is described above? If yes, answer questions 8.1 through 8.3. If no, skip to question 9.

A response to this question is optional and no answer was provided.

8.1. What type of training do you intend to provide?

8.2. How many officers do you intend to train with the proposed funding?

8.3. How will the training that you intend to provide above help you reduce violent crime rates or increase clearance rates?

9. Do you intend to use funding to support policy development other than what is described above? If yes, answer questions 9.1 and 9.2. If no, skip to question 10.

A response to this question is optional and no answer was provided.

9.1. Please describe the policy development that you intend to fund and why your department needs this policy development.

9.2. How will this policy development help you to reduce violent crime and increase clearance rates?

10. Do you intend to use funding to support evidence-based practices other than what is described above? If yes, answer questions 10.1 and 10.2. If no, skip to question 11.

A response to this question is optional and no answer was provided.

10.1. Please describe the evidence-based practices that you intend to fund and why your department needs these evidence based practices.

10.2. How will the evidence-based practices that you implement help you reduce violent crime or increase clearance rates?

11. What data will you collect and provide to PCCD to show the impact that the training, policy development, or evidence-based practices described above had on your violent crime rate or clearance rate?

13. SECTIONS:

12. Please provide any additional information (that you have not already provided) that describes why the funding you have requested under this category is necessary to your department and how it will help you lower violent crime rates or increase clearance rates.

13. SECTIONS:

H. Required Attachments - LLEGP/GVIP

Please include any required attachments in this section. Applicants may also include any additional attachments in the section which help make the case for their proposal.

REQUIRED ATTACHMENTS - LLEGP/GVIP related attachments:

File Name:

Haverford Twp PD PA_CODYPathfinderRMS_IncentiveOption2_09082022.pdf

File Description:

Cody RMS Quote

13. SECTIONS:

I. Fiscal Accountability

1.

Subgrantee Accountability

The following procedures have been implemented across all of PCCD's funding streams to ensure fiscal accountability of PCCD grant funds.

Financial Back-up: PCCD will periodically verify that grantee expenditures are consistent with approved budget categories, are eligible for reimbursement and that grantees are maintaining supporting documentation. PCCD has implemented a process where grantees are notified that they are required to submit the financial back-up for some or all of the categories that are included in their Egrants fiscal report. Grantees are only required to submit this back-up when they are specifically notified by PCCD. Egrants users have the ability to attach documents to fiscal reports. Preferably, all requested back-up will be attached to the fiscal report using the fiscal report attachment feature.

Programmatic Back-up: PCCD will periodically verify that data submitted by grantees in their program reports is accurate. PCCD will select one or more performance measures/data categories each reporting period and require grantees to submit documentation to support what was reported on their Egrants program report or other reporting tool.

Subgrantee Payment: All subgrantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. If an agency is experiencing cash flow problems, they may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

Line Item Detail: PCCD's fiscal report allows grantees to include line item expenditure detail instead of just the overall budget category expenditures. Grantees are required to provide line item expenditure detail consistent with the line items included in their approved budget.

On-site monitoring: PCCD completes on-site fiscal monitoring of grants across all funding streams (state and federally funded projects).

Grantee risk classification: PCCD utilizes a risk classification system to identify and focus the use of agency resources on those agencies that may be most in need of additional assistance.

1.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's fiscal accountability procedures?

Yes

2.

Employee Time and Effort Reporting (Timesheets)

Time and effort reports (timesheets) are required for all personnel funded with PCCD grant dollars regardless of the funding stream. Below are the minimum standards and recommended best practices for time and effort reporting. We realize that there are a number of different systems that can be used to satisfy these requirements and we encourage you to email [PCCD's Grants Management](#) with any questions you may have regarding time and effort reporting requirements.

Minimum standards for employees working on multiple activities or cost objectives:

- Must be an after-the-fact determination of the employees actual effort. Using a budget estimate instead of reporting the actual time the employee spent working on the project does not qualify as support for charges to awards.
- Must account for total activity (grant and non-grant) for which employees are compensated and which is required in fulfillment of their

13. SECTIONS:

obligations to the organization

- Must be signed by the employee and a supervisor with first-hand knowledge of the activities performed by the employee. Signature on the timesheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
- Must be prepared at least monthly to correspond to one or more pay periods
- Volunteer time and personnel costs being used as match must be accounted for in the same manner as personnel being charged to the grant

Minimum standard for employees working solely on a single activity or cost objective:

- Must be an after-the-fact certification that the employee worked 100 percent of their time on activities eligible for reimbursement under the grant project
- Must be prepared no less frequently than every six months
- Must be signed by the employee and supervisory official having first-hand knowledge of the work performed
- Applies to full-time and part-time employee

Recommended Best practices:

- Employees record time on a daily basis
- Project codes/names are provided to the employee in advance

* The above standards are based on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the Office of Justice Programs Financial Guide.

** Institutions of Higher Education (IHE) may follow their own established policies for documenting personnel expenses provided that the IHE's policies are in compliance with the Standards for Documentation of Personnel Expenses referred to at 2 CFR 200.430.

The following sample forms are available on the [Grant Procedures and Forms](#) page of our website:

- Example of a completed timesheet
- An Excel timesheet template that you may modify to suit your needs
- A sample time certification for employees working 100% of their time on a grant-funded project.

2.1.

Does the applicant acknowledge that they have read, understand and will abide by PCCD's employee time and effort reporting standards?

Yes

13. SECTIONS:

3. Individual consultants funded with PCCD grant funds must maintain time and effort reports to support all charges billed to PCCD grant funds. Does the applicant acknowledge that they understand the requirement for individual consultants to maintain time and effort reports as support for charges against PCCD grant funds?

Yes

4.

Payment Terms

Payments will not be released until all applicable special conditions on the grant award have been satisfied. All grantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. An agency experiencing cash flow problems may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

All payments of federal funds will comply with the federal Cash Management Improvement Act, 31 U.S.C. 6503. Subgrantees must maintain a minimum amount of Federal cash on hand. Failure to adhere to this requirement will be a violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

All funds (Federal, State, match and project income) must be obligated by the end of the project period and expended within 60 days from that date.

4.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's payment terms?

Yes

13. SECTIONS:**J. Procurement Details****1.**

Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and the standards identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

At minimum, PCCD grant recipients and subrecipients must follow the procurement standards as written in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2CFR 200.318 through 200.326.

Methods of Procurement

Subgrantees must use one of the following methods of procurement (from 2 CFR 200.320):

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67Micro-purchase). To the extent practicable, the subgrantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the subgrantee considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

13. SECTIONS:

- (3) The subgrantee must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The subgrantee may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or
- (4) After solicitation of a number of sources, competition is determined to be inadequate.

Micro-purchase (2 CFR 200.67) means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity's small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1(Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Simplified acquisition threshold (2 CFR200.88) means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this manual, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation.

A proposed formal advertised or competitive negotiated procurement for which only one bid or proposal is received is deemed to be a noncompetitive procurement.

Does this application include any procurements by noncompetitive proposal?

Yes

2. If you answered "No" to question 1 above, the applicant agency must keep documentation on file to support and verify the competitive method of procurement. The applicant must also keep documentation on file which justifies the selection of the successful vendor. Does the applicant agree to keep supporting documentation as described?

- Yes
- No

3. If you answered 'Yes' to Question 1 above, please fill in the grid below for each product or service to be procured by noncompetitive proposal. If you have multiple products or services, use the 'Add Row' link to allow entry into a new row of the grid.

| ID | Description of Product or Service | Egrants Budget Category | \$ Value of Product or Service | Procurement Method | Vendor Name If Known |
|-----|-----------------------------------|-------------------------|--------------------------------|--------------------|----------------------|
| 3.1 | Record Management System | Other | 212,227.50 | Sole Source | Computer Square Inc. |

13. SECTIONS:

4. Please respond to the following questions for each vendor or contractor identified as being procured using Sole Source: For additional vendors or contractors, select the 'Add New' link.

Proposed Sole Source Vendor #1

4.1. Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

Computer Square, INC. (CSI)
330 Mac Lane, Keasbey, NJ 08832
732-346-0200 www.csitech.com

4.2. Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

1. Item is available only from single source. Haverford Township Police has checked and other RMS vendors do not have all technology interfaces sought after such as Delaware County CAD Interface, PennDOT Crash Report Interface, Delaware County PA Prosecutor's Package, which is in development.

4.3. Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

The attached quote is valid until 10/01/2023. The estimated cost is \$212,227.50. It is a three year contract. I am not aware of any other RMS vendor that has a Prosecutor's Package that Delaware County PA District Attorney's Office, Public Defenders Office, Local District Courts and Municipal Police Departments could interface with. It is unknown how long it would take another vendor to develop that technology, yet alone any other stakeholders to subscribe to it, over Infoshare.

4.4. Provide an outline of the unique qualities of the contractor.

Infoshare has the following features: CAD Interface, CLEAN Interface, PennDOT Crash Report Interface, PA LEJIS Interface, Permits and License Module, Warrants Module, eTicket Annual subscription per vehicle and has a Prosecutor's Package that the Delaware County District Attorney will have local departments utilize for arraignments. Infoshare is currently operating off Marple Township's Cloud and departments joining that cloud will be able to communicate with one another and share forms, reports, and information.

4.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

HTPD's involvement in the current arraignment process is experiencing limitations due to fax and connectivity issues. Other vendor's RMS systems do not have a prosecutor package to address this issue. Other vendors are not cloud based in Delaware County such as how Infoshare is set up of Marple Township Police Department.

13. SECTIONS:

4.6. Provide any other points to "sell the case."

Infoshare has a CAD Interface, CLEAN Interface, Permits and License Module, Warrants Module, eTicket Annual subscription per vehicle and has a Prosecutor's Package not currently utilized by current vendor Visual Alert. Sworn and civilian personnel utilizing the interfaces will save time eliminating duplication of labor copying and running information from the CAD onto the RMS, e-ticketing, and transferring information for video arraignments.

4.7. Provide a clear declaration that this action is in the "best interest" of PCCD.

After a search of other vendors and RMS used by surrounding departments, Infoshare is now the best RMS option for Haverford Township Police Department going forward.

4.8. Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

No known conflicts of interest as a result of the procurement.

PROCUREMENT DETAILS related attachments:

File Name:

Haverford (PA) PD RMS SaaS Estimate v4 040423.pdf

File Description:

Infoshare Quote

13. SECTIONS:

K. Federal Transparency Act Certification 2017 -FFATA

The implementation of the Federal Funding Accountability and Transparency Act of 2006 requires a single searchable website, accessible by the public without cost, for each federal award of \$25,000 or more over the life of any subaward. In order to satisfy this requirement, applicants and subrecipients are required to have a Unique Entity Identifier (UEI) and to maintain a current registration in the System for Award management (SAM). Information on how to request a UEI and register with SAM is available in the Funding Announcement Guidelines or on the PCCD Website.

Additionally, UEI and SAM information must be provided for subrecipients/contactors receiving \$25,000 or more through the life of this federal award.

The applicant must also provide the primary place of performance of the subaward and the names and annual salaries of the five most highly compensated officers in their agency if the agency meets certain criteria as described below.

Additional information relating to the Act can be at <https://www.fhrs.gov/>

Additional information on the new UEI requirement effective April 2022 can be found here: <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update>

1. The following questions pertain to the applicant agency's Unique Entity Identifier (UEI) and SAM registration.

1.1.

Enter the applicant agency's Unique Entity Identifier (UEI).

The applicant agency's UEI can be found by accessing the applicant agency's information in the federal System for Award Management (SAM) at <https://sam.gov/content/home>.

Important Note: By April 2022, every organization doing business with federal agencies will have a new, 12-character identifier, known as the Unique Entity Identifier (UEI) as the government moves away from the proprietary DUNS number. More information on UEI can be found here: [Unique <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update>](https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update).

JGQ5NJ1SM6E3

1.2. The applicant agency is registered with the SAM and agrees to maintain a valid SAM registration at all times while they have a grant award.

Yes

1.3. Enter the date that the applicant agency's SAM registration is valid through. The applicant agency's SAM registration date can be found at www.sam.gov.

4/13/24

2. Primary Place of Performance: The Office of Management and Budget (OMB) defines the place of performance as 'The location where a majority of the effort required to satisfactorily fulfill the intended purpose of the award will be completed.' Provide the following information to identify the Place of Performance for this grant award.

13. SECTIONS:

2.1. City (i.e. Harrisburg). Max 35 characters -

NOTE:

City is required for Federal Grants.

For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the field 'City' can be left blank.

If the money is expended in multiple locations with the majority spent in a single address, agencies can list that city location as the Primary Place of Performance.

Havertown

2.2. State - Choose from the list of valid states

A value for State is always required.

PA

2.3.

Zip + 4 (i.e. 171091244) Exclude hyphen

NOTE: Zip+4 is required for Federal Grants. For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the Zip+4 field should represent the Zip+4 of the Primary Place of Performance

However, if the money is expended in multiple locations with the majority spent in a single address, agencies can list that location as the Primary Place of Performance

19083-3616

2.4. County - Choose the grant's primary county of performance (where the highest value of the grant is to be applied). if the grant is Statewide, please select 'STATEWIDE'

023 - Delaware

3. Are there any subrecipients receiving \$25,000 or more through the life of this application?

No

3.1. The Applicant Agency certifies that the following subrecipients receiving \$25,000 or more of federal funds has a Unique Entity Identifier (UEI) and has and will maintain a valid SAM registration during the award.

A response to this question is optional and no answer was provided.

4. For each subrecipient/contractor receiving \$25,000 or more through the life of this application, add a row to the grid below.

| ID | Subrecipient/Contractor Name | Subrecipient/Contractor DUNS Number | Subrecipient/Contractor UEI | SAM Expiration Date |
|----|------------------------------|-------------------------------------|-----------------------------|---------------------|
|----|------------------------------|-------------------------------------|-----------------------------|---------------------|

13. SECTIONS:

5.

The applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if—

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Are the conditions specified above applicable to the grantee?

No

6. If you answered "Yes" to the previous question, you must enter the names and annual salaries of the five most highly compensated officers of the applicant agency.

Response #1

6.1. Officer Name:

6.2. Annual Salary:

13. SECTIONS:

L. Federal Technology Section

1.

The Global Standards Council (GSC) was created to support the work of DOJ's Global working groups and related bodies by coordinating the establishment of a common, consistent, and standards-based approach to implementing justice information sharing solutions. To further this goal, the GSC developed the Global Standards Package (GSP) which describes a full information sharing technology standards implementation suite that addresses data standardization, messaging architecture, security, and privacy requirements. In order to promote consistency and interoperability of systems across the justice and public safety community, OJP requires grantee compliance to the GSP and all components thereof. In addition to offering a common mechanism to share information across agencies, the GSP also promotes the use of open, consensus-based standards to avoid proprietary or restrictive approaches to system integration and interface development. This approach enables adopters to fully realize the cost savings and operational efficiencies that have been demonstrated by those who have already implemented elements of the GSP.

Compliance to the GSP requires conformance to all components of the GSP whenever applicable. If the grantee is planning to exchange information across agencies or systems using a common data format, such format is required to be conformant to the National Information Exchange Model (NIEM). If the grantee is planning to adopt a service-oriented approach to sharing information, it must leverage the Global Reference Architecture (GRA), and so on. The primary components of the GSP are as follows:

- National Information Exchange Model (NIEM)
- Global Reference Architecture (GRA)
- Global Federated Identity and Privilege Management (GFIPM)

In addition, certain GSP components enable the development of national, or "reference," specifications that further promote reuse for enhanced interoperability. Whenever applicable, these reference specifications should be used as a foundation for implementation of complementary business processes. If the grantee wishes to use an alternate format for which a reference specification already exists, specific justification must be included in the grant application narrative.

National Information Exchange Model (NIEM)—the NIEM data model and tools are supported by a robust governance process and program management office. NIEM conformance is defined explicitly across a number of dimensions, including data modeling, XML representation, exchange development, and implementation. Detailed guidance on NIEM conformance for grantees can be found at <https://www.niem.gov/getting-started>. NIEM also maintains a repository of reusable exchange specifications that can be found at <https://www.it.ojp.gov/implementation/niem-iepd>.

Global Reference Architecture (GRA)—the GRA provides both a reference architecture to speed agency adoption of Service-Oriented Architecture (SOA)-based approaches to information sharing, as well as a standard methodology for developing particular service specifications that align with specific business functions. Conformance to the GRA generally relies on adherence to the GRA Framework for the former and to the GRA Service Specification Guidelines for the latter. Detailed guidance on GRA implementation for grantees can be found at <https://www.it.ojp.gov/initiatives/gra>. On the same page can be found a listing of reference service specification packages (SSPs) that should be reused whenever applicable.

Global Federated Identity and Privilege Management (GFIPM)—the GFIPM specifications and guidelines are designed to support secure access to various information systems based on commonly understood and applied protocols for user access and attribute-based access control policies. Rather than serving as a universal approach to securing justice information systems, GFIPM should be used in particular cases where regional, multijurisdictional, or cross-boundary information sharing is occurring and there is a need to create a "federation" of participants who must agree on policy and technical solutions to satisfy interoperability requirements. Conformance to GFIPM primarily relies on use of the GFIPM Metadata standard and adherence to operational policies and procedures. Detailed guidance on GFIPM implementation can be found at <https://www.it.ojp.gov/initiatives/gfipm>.

As stated above, compliance with the GSP is dependent on the grantee conforming to each of the GSP's normative components above,

13. SECTIONS:

whenever applicable. For instance, if the grantee is supporting a project to integrate two reporting systems that already operate within the same security environment and there are no new access control provisions required, then conformance to the NIEM and GRA components of the GSP will be sufficient to satisfy the requirement to comply with the GSP. In general, OJP does not require formal certification of software, tools, etc., to verify conformance. However, additional requirements may be imposed by particular funding programs. In cases where software or services are being procured from private sector partners, the grantee should follow procedures such as those recommended by the IJIS Institute to ensure that procured services are in fact conformant. See http://www.ijis.org/?page=Info_Share_Standards.

In addition to complying with the GSP, grantees are also required to adequately address the protection of privacy and civil liberties of those subjects whose data are being shared. OJP requires that prior to implementation of an information exchange solution that such exchange must be governed by an appropriate privacy policy that meets the minimum standards as described by DOJ's Global Privacy Guide. If the exchange is covered under an existing or umbrella policy, then such policy should be noted and communicated to the grant office prior to execution. For a comprehensive set of resources to address privacy protection in information sharing projects, please visit <http://www.it.ojp.gov/privacy>.

Does the applicant agency agree to the above terms?

Yes

13. SECTIONS:

M. Worker Protection Certification

1.

WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

- 1. Construction Workplace Misclassification Act
- 2. Employment of Minors Child Labor Act
- 3. Minimum Wage Act
- 4. Prevailing Wage Act
- 5. Equal Pay Law
- 6. Employer to Pay Employment Medical Examination Fee Act
- 7. Seasonal Farm Labor Act
- 8. Wage Payment and Collection Law
- 9. Industrial Homework Law
- 10. Construction Industry Employee Verification Act
- 11. Act 102: Prohibition on Excessive Overtime in Healthcare
- 12. Apprenticeship and Training Act
- 13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

1.1.

CERTIFICATION

I understand that by signing and submitting this grant application, I am certifying that I am duly authorized to execute this certification on behalf of the contractor/grantee identified as the applicant on this grant application, and I certify that the contractor/grantee identified as the applicant on this grant application is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Pennsylvania Commission on Crime and Delinquency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

Do you agree to the terms of this certification?

Yes

13. SECTIONS:**N. Federal Funding Announcement Certifications**

This section contains all of the conditions/certifications on a funding announcement for federal funds that must be accepted/agreed to by the Applicant agency.

1.

Audit Responsibilities:**Federal Funds**

The Applicant must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the Applicant is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Applicant is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the Applicant expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Applicant is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, PCCD is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

Additional Potential Components of the Single Audit Reporting Package

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

In accordance with 2 CFR 200.510, PCCD requires that PCCD grant numbers and amounts expended for each PCCD award be individually identifiable on all Single Audit Report Schedules of Expenditures of Federal Awards.

Steps for Submission

The Applicant's submission responsibilities are as follows:

- (1) Submit the Single Audit or Program-Specific Audit Report to the Federal Audit Clearinghouse (FAC) and receive an email confirmation of receipt from the FAC.

13. SECTIONS:

(2) Complete the Single Audit/Program Specific Audit Reporting Checklist to ensure your package contains all required elements. A fill-in version of the checklist can be found on the Commonwealth's Bureau of Audits (BOA) website at <http://www.budget.pa.gov/Documents/single-audit-checklist.pdf>

(3) Email the FAC confirmation of receipt, a certified copy of the data collection form, and the completed Checklist (PDF) to RA-BAFMSingleAudit@pa.gov. The subject line of the email must identify the exact name on the Single Audit or Program-Specific Audit Reporting Package and the period end date pertaining to the reporting package.

(4) The Applicant will receive an email from BOA confirming the receipt of the FAC's confirmation, the certified copy of the data collection form, and the completed Checklist.

Audit Oversight Provisions

The Applicant is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Applicant's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Applicant.

Audit documentation and audit reports must be retained by the Applicant's auditor for a minimum of five years from the date of issuance of the audit report, unless the Applicant's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

State Funds

PCCD, in its sole discretion, may undertake an inspection and/or audit of the financial records of the Applicant relating to the Subgrant Project. The Applicant shall provide PCCD with full and complete access to all records relating to the performance of the Subgrant Project and to all persons who were involved in the Subgrant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.

1.1. Does the applicant agency accept these terms?

Yes

1.2. Does the applicant agency expect to expend \$750,000 or more in federal award funds in its current fiscal year?

Yes

13. SECTIONS:

2.

Reporting Potential Fraud, Waste and Abuse:

The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has either 1) submitted a claim for award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Online Hotline at: <https://oig.justice.gov/hotline/contact-grants.htm>

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
1425 New York Avenue, N.W.
Suite 7100
Washington, DC 20530

Fax: (202) 616-9881 (Attn: Grantee Reporting)

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

2.1. Does the applicant agency accept these terms?

Yes

3.

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

3.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

13. SECTIONS:

4.

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

13. SECTIONS:

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

4.1. Does the applicant agency accept these terms?

Yes

5. Publicity or Propaganda

Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by the Congress.

5.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

6. Certain Employee Trainings

Federal funds are not legally available, and may not be used, for any employee training that--

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
4. contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

6.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

13. SECTIONS:

7.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award--

a. it represents that --

1) it has determined that no other entity that the recipient's application proposes may, or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

7.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

7.2. Should a subgrant award be made to the applicant agency as a result of this grant application, does the applicant agency agree to notify PCCD immediately if it has any reason to believe that the applicant agency is not in compliance with the above condition?

Yes

13. SECTIONS:

8. Requirement to report actual or imminent breach of personally identifiable information (PII) The applicant and any subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a PCCD-funded grant program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The applicant's breach procedures must include a requirement to report an actual or imminent breach of PII to PCCD no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8.1. Does the applicant understand and agree to have written procedures in place to report an actual or imminent breach of PII to PCCD as described?

Yes

9.

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Additionally, the recipient, and any subrecipient at any tier, agrees to comply with all Pennsylvania Child Protective Services Laws (CPSL) including, but not limited to, following mandated reporter requirements within the CPSL and obtaining all clearances and/or verifications for employees and volunteers as may be required by CPSL such as a PA Child Abuse History Clearance, PA State Police Criminal Record Check, FBI Criminal History Background Check, National Sex Offender Registry Verification, and any other clearance/verification required by CPSL. The CPSL and information to assist in complying with this condition can be found at <http://keepkidsafe.pa.gov/>.

9.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

10.

PCCD's Standard Subgrant Conditions are incorporated herein by reference. The current version of PCCD's Standard Subgrant Conditions is available on our website at <http://www.pccd.pa.gov/Funding/Pages/Standard-Subgrant-Conditions.aspx>. Please refer to the website for a copy. If you are unable to obtain a copy from the website, please contact PCCD's offices at (800) 692-7292.

10.1. Has the applicant agency read the Standard Subgrant Conditions?

Yes

13. SECTIONS:

10.2. Does the applicant agency agree to be bound by all Standard Subgrant Conditions?

Yes

11.

ACH Payment Requirement

a. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

b. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

11.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

14. PERFORMANCE INDICATORS:**1. Established by PCCD**

- 1.1. (Unit Count/Process) LLEGP - Number of full-time sworn law enforcement personnel. **Target:**
Purpose: Number of full-time sworn law enforcement personnel.
- 1.2. (Unit Count/Process) LLEGP - Number of part-time sworn law enforcement personnel. **Target:**
Purpose: Number of part-time sworn law enforcement personnel.
- 1.3. (Unit Count/Process) LLEGP - Number of full-time civilian personnel. **Target:**
Purpose: Number of full-time civilian personnel.
- 1.4. (Unit Count/Process) LLEGP - Number of part-time civilian personnel. **Target:**
Purpose: Number of part-time civilian personnel.
- 1.5. (Unit Count/Process) LLEGP - Number of vacant, budgeted, full-time sworn law enforcement positions (in other words, how many positions the applicant could hire for, if there were people to fill them). **Target:**
Purpose: Number of vacant, budgeted, full-time sworn law enforcement positions (in other words, how many positions the applicant could hire for, if there were people to fill them).
- 1.6. (Unit Count/Process) LLEGP - Number of vacant, budgeted, part-time sworn law enforcement positions (in other words, how many positions the applicant could hire for, if there were people to fill them). **Target:**
Purpose: Number of vacant, budgeted, part-time sworn law enforcement positions (in other words, how many positions the applicant could hire for, if there were people to fill them).
- 1.7. (Unit Count/Process) LLEGP - Number of vacant, budgeted, full-time civilian personnel positions (in other words, how many positions the applicant could hire for, if there were people to fill them). **Target:**
Purpose: Number of vacant, budgeted, full-time civilian personnel positions (in other words, how many positions the applicant could hire for, if there were people to fill them).
- 1.8. (Unit Count/Process) LLEGP - Number of vacant, budgeted, part-time civilian personnel positions (in other words, how many positions the applicant could hire for, if there were people to fill them). **Target:**
Purpose: Number of vacant, budgeted, part-time civilian personnel positions (in other words, how many positions the applicant could hire for, if there were people to fill them).

2. Established by Subgrantee

- 2.1. (Unit Count/Outcome) During this reporting period, did the agency complete an upgrade to the department/agency Records Management System (RMS)? Enter 1 for Yes or 0 for No. **Target:**
Purpose: To indicate whether the agency completed an upgrade to the Records Management System (RMS) during the report period.
- 2.2. (Unit Count/Process) During this reporting period, did the agency successfully report crime statistics to National Incident-Based Reporting System (NIBRS)? Enter 1 for Yes or 0 for No. **Target: 1**
Purpose: To indicate whether the agency successfully reported crime statistics to National Incident-Based Reporting System (NIBRS).
- 2.3. (Unit Count/Outcome) During this reporting period, did the agency upgrade to National Incident-Based Reporting System (NIBRS) reporting as a result of the agency Records Management System (RMS) upgrade? Enter 1 for Yes or 0 for No. **Target:**
Purpose: To indicate whether the agency upgraded to National Incident-Based Reporting System (NIBRS) reporting as a result of the agency Records Management System (RMS) upgrade.

15. APPROVAL CHECKLIST:

A. Is the applicant agency required to have an audit performed in accordance with the Single Audit Act?

- Yes No

If yes, when was the last one completed?

12/31/2021

B. Does the Financial Officer listed in the Main Summary section have more than three years of experience?

- Yes No

C. Does the Project Director listed in the Main Summary section have more than three years of experience?

- Yes No

D. Does the applicant agency have a segregation of duties policy?

- Yes No

16. PCCD's Standard Subgrant Conditions:

PCCD's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to PCCD with your application. The current version of PCCD's Standard Subgrant Conditions (Revised December 2020) is available at www.pccd.pa.gov <<https://www.pccd.pa.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact PCCD's offices at 1-800-692-7292.

17. ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: Procurement Details

| <u>File Name</u> | <u>File Description</u> |
|--|-------------------------|
| Haverford (PA) PD RMS SaaS Estimate v4 040423.pdf | Infoshare Quote |

Section: Required Attachments - LLEGP/GVIP

| <u>File Name</u> | <u>File Description</u> |
|--|-------------------------|
| Haverford Twp PD PA_CODYPathfinderRMS_IncentiveOption2_09082022.pdf | Cody RMS Quote |

RESOLUTION NO. 2311-2023

SUPPORTING ANTI-HATE CRIME BILLS

Whereas, individuals and groups in America are targeted every day based on their race, religion, disability, gender, ethnicity, or sexual orientation. This type of behavior may at times be categorized as hate crimes; and,

Whereas, over the past several years, our nation has seen innocent lives taken in a Sikh Temple in Wisconsin, in the Emanuel African Methodist Episcopal Church in Charleston, South Carolina, in the Pulse Nightclub in Orlando, Florida, and in the Tree of Life synagogue in Pittsburgh, Pennsylvania, among others; and,

Whereas, according to the Pennsylvania State Police website, "hate crimes are believed to be grossly unreported in Pennsylvania and nationwide." Nevertheless, numerous reports indicate that there has been a significant increase in the number of hate crimes committed throughout the United States; and,

Whereas, in the FBI's 2021 supplemental report updated in March 2023, law enforcement agencies reported 10,840 total incidents of hate crime and 12,822 victims, indicating that hate crimes remain a real threat to communities across the country; and,

Whereas, the number of antisemitic incidents of assault, vandalism, and harassment are at an all-time high, and according to data compiled by the Anti-Defamation League, Pennsylvania alone saw a 65% increase in antisemitic incidents last year, part of a trend of rising hate and extremist action across the Commonwealth; and,

Whereas, five years after the Tree of Life synagogue shooting, State Representatives Dan Frankel and Napoleon Nelson introduced a package of four bills that would strengthen Pennsylvania's hate crime laws to ensure more comprehensive and inclusive protections, better training for law enforcement and educators, stronger reporting mechanisms on college campuses, and increased opportunities for restorative approaches when appropriate in the wake of hate crimes; and,

Whereas, recognizing the importance of stronger protections, the Township of Haverford Board of Commissioners wishes to give its full support to this important package of bills, which includes: House Bill 1027 - Expanding the Ethnic Intimidation Statute, House Bill 1024 - Law Enforcement Training on Investigating, Identifying, and Reporting Crimes of Ethnic Intimidation, House Bill 1025 - Reporting Systems in Educational Settings, and House Bill 1026

- Requirement for Hate Crimes Offenders to Complete Diversity Classes and Allowing Community Impact Statements.

Now Therefore Be It Resolved, that the Board of Commissioners of the Township of Haverford urges our state lawmakers to promptly pass this package of supporting anti-hate crime bills, including House Bill 1027, House Bill 1024, House Bill 1025, and House Bill 1026.

Be It Further Resolved, that the Board of Commissioners of the Township of Haverford also urges all Pennsylvanians and Haverford Township residents to speak up against hatred whenever they see it so that we can create a more just, peaceful, and inclusive society for everyone.

Resolved this 8th day of May, 2023.

Township of Haverford

By: Judy Trombetta

Vice President

Attest: David R. Burman, Township Manager

CBD

February 27, 2023

Board of Commissioners
c/o Dave Burman-Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083

RE: Haverford Township Free Library Renovation/Addition Project -Owner's Representation

Mr. Burman/Board of Commissioners,

C.B. Development Services, Inc. (CBD) is pleased to submit a proposal for Owner's Representation services for the pre-construction/bidding, construction, and closeout phases of the Haverford Township Free Library Renovation and Addition Project. You have our commitment that CBD will act as a pure advocate for the Library and Haverford Township managing the work. A summary of the schedule assumptions, staffing, services provided, and costs follows for your consideration:

Pre-Construction/Bidding Schedule Assumptions

- Bidding is currently scheduled to be done in June 2023
- Bids will be reviewed and are assumed to be approved at the July 2023 Board of Commissioners meeting
- Upon approval to proceed, we will work to get contracts finalized, notice to proceeds issued and start meeting with the contractors in July in preparation of construction starting

Construction Schedule Assumptions

- Construction phase for this proposal is assumed to start August 2023
- This phase will have a duration of 15 months with Substantial Completion at the end of October 2024

Closeout Schedule Assumptions

- Closeout phase is assumed to start immediately after Substantial Completion of construction
- This phase will have a duration of three months to be completed in January 2025.

Staffing

- Hours and costs are detailed on the attached spreadsheet and are lump sum monthly costs
- If the duration of the project changes from the assumptions above, adjustments to the costs will be required. Additional work will be billed at our hourly rates or at a fixed fee mutually agreed upon.
- Field representative will be present daily but may not be present on-site full time
- Costs associated with clerical staff, telephone charges, postage or other administrative

costs are included in the rates. Typical reimbursable costs are billed at cost.

CBD

Services Provided

- Administer the design professional contracts
- Attend public meetings as required
- Assist in putting together the bid packages, review submitted bids for compliance with the contract documents, and make recommendations for approval
- Chair regular meetings to review construction progress, work underway and planned progress, costs, and schedule
- Communicate project updates to Library Representatives and the Township as required
- Administer the construction contracts
- Assist with procurement of Owner direct purchase items such as furniture, audio/visual equipment, branding, moving vendors, IT equipment, etc.
- Monitor and track all project costs. Provide regular budget updates to the Library and Township.
- Analyze and negotiate change orders and provide the Library and the Township with our recommendation for approval
- Identify potential claims and disputes and initiate early preventative measures
- Review applications for payment from contractors, vendors, and all design professionals and make recommendations for approval
- Monitor and comment on the Project schedule as well as monthly schedule updates issued by the general contractor. Identify corrective actions in the event of delays or projected delays.
- Oversee contractors' work for quality and compliance with contract and promptly notify the Library, the Township, and the Architect of any concerns and deficiencies
- Coordinate timely and thorough inspections by the Architect
- Expedite the review of submissions and shop drawings from the contractors and vendors
- Respond or cause the Architect to respond to all contractors' request for information
- Maintain communications with outside parties and building representatives
- Keep track of and save all project documentation and turn over to the Library and the Township at the end of the project
- Participate in inspections for substantial completion
- Effectuate the creation of the punch list and the completion of the work including providing cost estimates for open items
- Facilitate turn-over of operations manuals, close out documents, and attic stock
- Coordinate having the contractors provide the specified training to Library and Township staff
- Finalize all outstanding change orders and review all final payrequests
- Gather all documents for final payment
- Prepare monthly and final reports as required
- Assist the Library with documentation as required for the various grants being received
- Provide any services not listed above that may be required to oversee and manage the project to completion

CBD

Fee

Our fees below are lump sum monthly costs. The hours are estimate based on the scope of services provide. They could be more or less month to month, but the cost remains as a lump sum fee monthly for each phase. Ken Matthews will be the principal working on the project and Randon Petrae will be the project manager.

| FEE - Haverford Township Free Library Renovation/Addition Project | | | | | | | |
|--|------------------|-------------------------|----------------|---------------------|------------------|----------------------|------------------|
| Schedule | | PRE-CONSTRUCTION | | CONSTRUCTION | | CLOSEOUT | |
| | | 2 Months | | 15 Months | | 3 Months | |
| | | Hrs. / Mo. | Total | Hrs. / Mo. | Total | Hrs. / Mo. | Total |
| Principal | \$ 200.00 | 10 | \$2,000 | 30 | \$6,000 | 20 | \$4,000 |
| Project Manager | \$ 150.00 | 10 | \$1,500 | 173 | \$25,950 | 90 | \$13,500 |
| Monthly Sub-total | | | \$3,500 | | \$31,950 | | \$17,500 |
| Manpower Total | | | \$7,000 | | \$479,250 | | \$52,500 |
| | | | | | | Total Project | \$538,750 |

We very much appreciate the opportunity of submitting this proposal and working on behalf of the Haverford Township Free Library and Haverford Township. Please do not hesitate to contact us should you require any further information or any clarification of the contents of this proposal. We recommend you reach out to the School District of Haverford for a referral of the services we provide and the results of the projects we have managed. Our firm has worked for them on multiple projects since the late 90's. I have personally worked on numerous projects for them since 2005 and Randon has worked on four projects for them since 2020.

Very truly yours,

Kenneth C. Matthews

Ken Matthews-President

AGREEMENT BETWEEN
HAVERFORD TOWNSHIP FREE LIBRARY
AND
C.B. DEVELOPMENT SERVICES
FOR OWNER REPRESENTATIVE SERVICES

This Agreement is made and entered into on July 20, 2022 by and between the HAVERFORD TOWNSHIP FREE LIBRARY (hereinafter called "CLIENT") and C.B. DEVELOPMENT SERVICES, INC. (hereinafter called "CONSULTANT"), to furnish certain professional services upon the following terms and conditions.

ARTICLE 1
PROJECT DESCRIPTION

The Project contemplated by this Agreement consists of Owner Representative Services in connection with the Library's construction of a New Addition and Renovations to the Existing Library Building.

ARTICLE 2
SCOPE OF WORK

The Work to be rendered by CONSULTANT shall be to monitor the work and provide administration of the various contracts of the Architect and Engineer, to monitor the work and provide administration of the various construction contracts, to advise the Library and the Board of Trustees with respect to said work and proposed changes thereunder, and to use best efforts and keep necessary documentation to protect the Library's interests. In addition, CONSULTANT shall exercise discretionary authority delegated by the Board of Trustees with the requisite skill and care.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement shall be from July 20, 2022 through the conclusion of the project per the attached schedule assumptions per Exhibit A. Should the project schedule change the terms and fees will be negotiated with the Client and the Consultant.

ARTICLE 4
COMPENSATION

- A. CONSULTANT will be paid the lump sum monthly fees as set forth in the fee schedule attached hereto as Exhibit A.

ARTICLE 5
CONTRACT CHANGES

- A. CLIENT may, at any time, make changes within the general scope of this Agreement and/or in the work to be performed. If any change causes an increase or decrease in the Contract Amount as defined in Article 4, an equitable adjustment in the Contract Amount shall be mutually agreed to in writing by CLIENT and CONSULTANT.
- B. Changes are defined as services other than those specified herein or in the Proposal, attached hereto as Exhibit A, or as services requiring a level of effort above that originally anticipated by CONSULTANT and/or CLIENT.

ARTICLE 6
RESPONSIBILITY OF THE CONSULTANT

- A. CONSULTANT represents that the services under this Agreement shall be performed within the limits prescribed by CLIENT, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to CLIENT, express or implied, and no warranties or guarantees are included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- B. CONSULTANT undertakes and accepts the position of trust and confidence in the performance of its services for CLIENT and shall act as CLIENT's agent in performing the services that are contemplated by this Agreement. CONSULTANT shall be subject to the control of CLIENT in the performance of these services; however, CONSULTANT retains full control over the employment, direction, compensation, and discharge of all persons assisting in the performance of services. CONSULTANT shall be fully responsible for all matters relating to payment of CONSULTANT's employees, including compliance with social security, withholding tax, and all other laws and regulations governing such matters.

- C. The services to be performed by CONSULTANT under this Agreement shall not impose upon it any obligation to assume any responsibilities, duties, services, or activities assumed or required to be rendered or performed by any Architect, Engineer, Environmental Consultant, or Construction Contactors employed by, or associated with CLIENT in relation to this Project.
- D. In performing constructability review, value engineering or any other review involving the drawings and/or specifications for the project, CONSULTANT does not undertake to perform any design work, nor does it accept responsibility for any of the design features or design of the project, which shall remain the sole responsibility of the Design Professional. CONSULTANT shall have no responsibility for construction means, methods, techniques, including construction site safety, all of which shall remain the sole responsibility of the Construction Contractors.
- E. Right to Know. CONSULTANT agrees that it will cooperate with the CLIENT in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., in complying with requests for public records made under the Law. CONSULTANT's cooperation shall include prompt communication with the CLIENT regarding the existence of a record, the length of the record and other information requested by the CLIENT, adherence to the fee schedule issued by the CLIENT for any costs associated with producing or providing access to the record, and promptly providing access to or copies of the record.
- F. CONSULTANT acknowledges that time is of the essence to the successful completion of the Project. CONSULTANT agrees to perform all of its obligations promptly and without delay in accordance with the Project schedule.
- G. CONSULTANT assigns the following representatives to the Project:

Ken Matthews – Principal
Randon Petrae – Senior Project Manager

CLIENT shall have the right to request the replacement of any of CONSULTANT's assigned personnel if the CLIENT determines that the individual's performance is not satisfactory.

- H. CONSULTANT shall ensure that there is access to current and orderly files (paper or electronic) at the job site. Such files shall include correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect's clarifications and interpretations of the contract documents, progress reports, and other Project related documents, including, but not necessarily limited to correspondence, RFIs, submittals, shop drawings, samples, as built drawings, photographs, and other documentation. CONSULTANT will cause the Contractors and the Architect to turn over such documentation to CLIENT at project closeout.
- I. CONSULTANT will coordinate for review and approval by CLIENT the PDE 6004 forms, criminal history reports, and child abuse clearances for all contractor and subcontractor personnel prior to permitting such personnel to come on site.
- J. CONSULTANT will obtain from Contractors and cause Contractors to provide for each subcontractor Public Works Employment Verification Forms prior to any subcontractor or any of its employees performing work on the Project. CONSULTANT will maintain a record of such forms at the Project site and provide the forms to the CLIENT at Project closeout.
- K. CONSULTANT will cause the Contractors to provide daily logs containing their manpower, subcontractors, deliveries, and progress for each day. CONSULTANT will review such logs on a daily basis. CONSULTANT will document Project issues, including, but not necessarily limited to manpower, weather conditions, job progress, quality control, testing procedures, work directive changes, jobsite conduct, or other issues of note in appropriate Project documentation, such as meeting minutes or correspondence.
- L. ~~Contractors are responsible for health and safety issues; however, because the Project will be occupied by staff and visitors, some of whom may be children, CONSULTANT in conjunction with Architect will advise CLIENT regarding phasing, coordination, and safety issues caused by the performance of the Project. CONSULTANT will assist CLIENT in ensuring that areas occupied by Contractors are separated from areas occupied by CLIENT. CONSULTANT will advise CLIENT if at any time CONSULTANT observes one or more Contractors failing to comply with its safety program~~

~~or creating dangerous conditions in areas outside of where contractors are working.~~

- M. CONSULTANT will coordinate quality control requirements, including construction testing and municipal agency inspections and approvals with Contractors and notify CLIENT of any additional testing or inspections necessary or advisable for the Project.
- N. As part of payment application review, CONSULTANT will review and make recommendations to CLIENT regarding prevailing wage documentation required from each contractor and subcontractor.
- O. CONSULTANT will review and monitor the shop drawing submittal schedule and make appropriate recommendations to the CLIENT regarding contractor compliance with the submittal schedule.
- P. CONSULTANT will provide monthly status reports to the CLIENT, which will include information on each prime contractor's work, and on the progress of the entire project.
- Q. CONSULTANT will obtain waivers of liens from Contractors, including waivers signed by each Contractor's subcontractors and suppliers, in advance of processing final payment applications.
- R. CONSULTANT will assist in the processing, evaluation, negotiation, and resolution of changes and claims submitted within 90 days following Substantial Completion.
- S. CONSULTANT will assist CLIENT in evaluating the responsiveness of bids and the responsibility of the apparent low bidders.
- T. CONSULTANT shall maintain and provide to CLIENT the following for each individual engaged by CONSULTANT to provide services hereunder on the CLIENT's property: a current Child Abuse Clearance (Act 151) as provided by the Pennsylvania Department of Public Welfare, satisfactory criminal history reports from both the PA State Police (Act 34), and the FBI (Act 114), and an executed Act 24 Clearance (PDE 6004 form). CLIENT reserves the right to reject any individual whose documentation the CLIENT deems unacceptable.

ARTICLE 7
ASSIGNMENT AND SUBCONTRACTING

- A. Neither CLIENT nor CONSULTANT shall assign or transfer its interest in whole or in part in this Agreement, whether by assignment or novation, without the prior written consent of the other.
- B. With CLIENT approval, CONSULTANT may contract for, or employ, such subconsultants as it deems necessary for completion of the services. Nothing in the foregoing procedure shall create any contractual relationship between CLIENT and subconsultants employed by CONSULTANT under the terms of this Agreement.

ARTICLE 8
INSURANCE

- A. CONSULTANT shall procure and maintain the following insurance:
 - 1. Workers' Compensation Insurance as statutorily required, insuring against and all claims of workers for compensation arising out of workers' compensation claims.
 - 2. Comprehensive/Commercial General liability Insurance in amounts not less than \$1,000,000 each occurrence, Combined Single limit for Bodily Injury and Property Damage. Such insurance shall be maintained with reputable insurance companies.
 - 3. Automobile liability Insurance in an amount not less than \$1,000,000 for any hired, owned, or non-owned vehicles used in performance of the work
 - 4. Professional liability and errors and omissions insurance with minimum limits of \$2,000,000 per occurrence and in the aggregate;

CONSULTANT shall provide CLIENT with a Certificate of Insurance evidencing all such coverages.

ARTICLE 9
INDEMNIFICATION

- A. CONSULTANT shall defend, indemnify and hold harmless CLIENT and its officers, employees, agents, and representatives from and against any and all claims, demands, suits, damages, awards, and verdicts, which are or may be asserted against CLIENT and which arise out of the negligent acts or omissions and/or the willful misconduct of CONSULTANT in performing the services under this Agreement. CONSULTANT waives all claim for personal injury to principals or employees subject to workers compensation under CONSULTANT's coverage.
- B. To the extent covered by CLIENT's applicable insurance, CLIENT shall defend, indemnify and hold harmless CONSULTANT and its officers, employees, agents, and representatives from and against any and all claims, demands, suits, damages, awards and verdicts, which are or may be asserted against CONSULTANT and arise out of or result from the negligent acts or omissions and/or willful misconduct of CLIENT, its officers, employees, agents and representatives.
- C. The CLIENT will require the contract with the Contractors to list the CONSULTANT as an additional insured on their insurance policy for the Project.

ARTICLE 10
HAZARDOUS SUBSTANCE AND ASBESTOS

- A. Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to be or assume the status of an owner, operator, generator, transporter, store, or any other potentially responsible party as defined by the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local statute, regulation, order, or administrative finding for enforcement of such act or statute, governing the treatment, storage, transportation, reporting, and disposal of hazardous substances.
- B. CONSULTANT shall have no duty to discover, handle, remove, store, transport, report, dispose, abate, or remediate any hazardous substance, asbestos, or asbestos-related products as may be required in connection with the Project, except that in the event hazardous substances, asbestos, or asbestos-related products are discovered by CONSULTANT,

CONSULTANT shall immediately notify CLIENT. CLIENT shall be responsible for notifying all appropriate federal, state, municipal, or other governmental agencies, and all other persons or entities, of the existence of any hazardous substances or asbestos or asbestos-related products as required.

- C. CONSULTANT shall not be required to provide any services in connection with the remediation, abatement, or rendering harmless any hazardous substances, asbestos, or asbestos-related products.
- D. To the extent that such claims are covered by CLIENT'S applicable insurance policies, CLIENT shall indemnify, defend, and hold harmless CONSULTANT, its officers, agents, and employees from and against any and all liabilities, claims, causes of action, damages, losses, costs, and expenses, resulting from bodily injury, personal injury, or death sustained by any person, damage to property of any kind, or the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, or escape of hazardous substances, asbestos, or asbestos-related products arising out of, incidental to, or resulting, in whole or in part, from the acts, errors, or omissions of any person or entity other than CONSULTANT in connection with the Project.
- E. For purposes of this Agreement, the term "hazardous substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound, or mixture, which are defined in or included under or regulated by any federal, state, or local statute, regulation, order, or administrative finding for enforcement of such statute, regulation, or order pertaining to environmental regulation, contamination, clean-up, or disclosure, including, without limitation, the Comprehensive Environmental Response and Liability Act, the Resource Conservation and Recovery Act, the Toxic Control Act, the Clean Water Act, the Clean Air Act, the Marine Protection Research and Sanctuaries Act, the Occupational Safety and Health Act, and the Superfund Amendments and Reauthorization Act of 1986.

ARTICLE 11
TERMINATION AND SUSPENSION

A. TERMINATION

1. For Cause

This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; providing that no such termination may be effected unless the other party is given (i) not less than ten (10) days written notice of intent to terminate, (ii) an opportunity for consultation with the terminating party prior to termination, and (iii) reasonable time to cure the reported failure.

2. For Convenience

This Agreement may be terminated by the CLIENT upon at least fourteen (14) days written notice to the CONSULTANT.

B. SUSPENSION

CLIENT may order CONSULTANT in writing to suspend, delay, or interrupt all or any part of the services for the Project for the convenience of CLIENT, or for work stoppage beyond the control of CLIENT or CONSULTANT. If the performance of all or any part of the services for the Project is so suspended, delayed, or interrupted, an upward adjustment on CONSULTANT's compensation shall be made for the increase, if any, in the cost of CONSULTANT's performance of this Agreement or for any additional costs incurred due for such suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly.

By: _____

Ken Matthews-President- C.B. Development Services, Inc.

Attest: _____

Kevin Matthews- Vice President- C.B. Development Services. Inc.

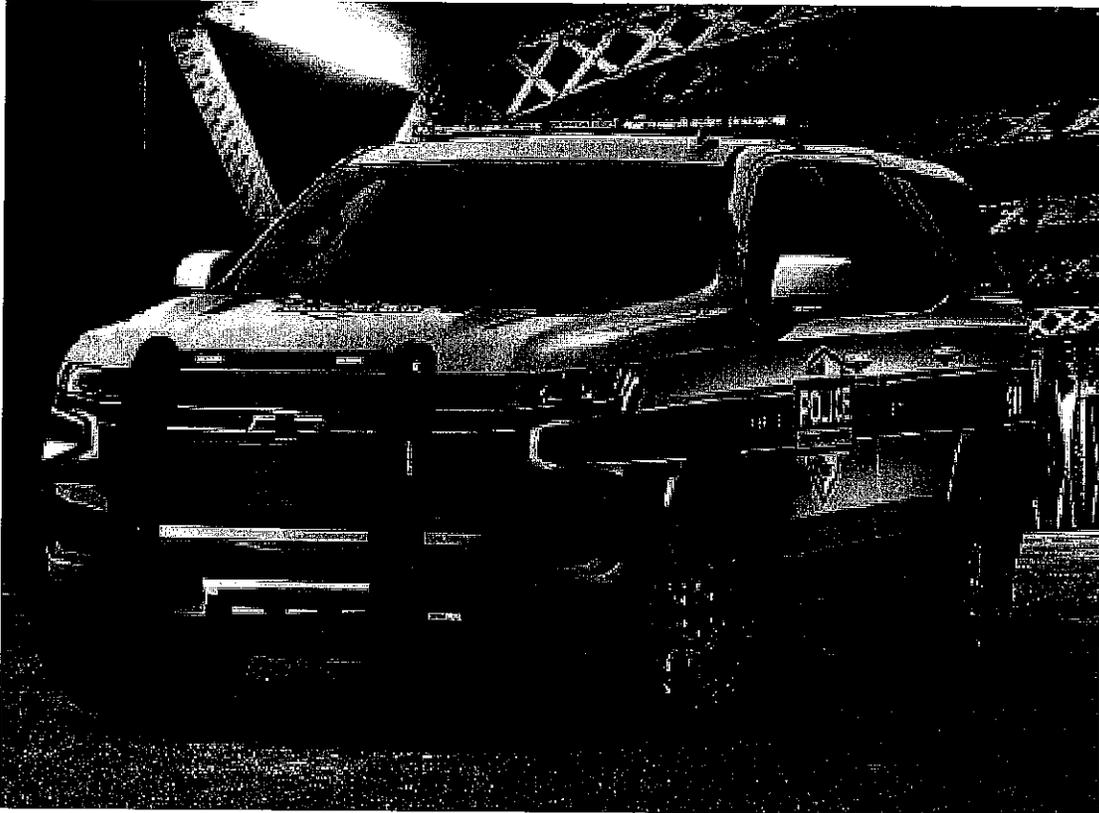
President, Board of School Trustees Haverford Township Free Library
Phil Goldsmith



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial



COSTARS™

Pennsylvania Department of General Services



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension Package, Premium Smooth Ride (STD)

GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)

Automatic Stop/Start (Vehicles built between October, 2021 and December 12, 2021 with a V8 engine, will be forced to have (NSS) Not Equipped with Automatic Stop/Start, which removes Automatic Stop/Start, Engine control stop/start disable button and its content. Beginning with production starting December 13, 2021, (KL9) Automatic Stop/Start will be forced on as standard content. See dealer for details.)

Engine control, stop/start system disable button, non-latching (Vehicles built between October, 2021 and December 12, 2021 with a V8 engine, will be forced to have (NSS) Not Equipped with Automatic Stop/Start, which removes Automatic Stop/Start, Engine control stop/start disable button and its content. Beginning with production starting December 13, 2021, (ENL) Engine control stop/start disable button will be forced on as standard content. See dealer for details.)

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Mechanical

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm)

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Entertainment

SiriusXM Radio delete

Infotainment display, 8" diagonal touchscreen

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Keyless start, push button

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB data ports, 2, one type-A and one type-C, located within center console

USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Interior

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Safety-Interior

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Front and Rear Park Assist (Vehicles built prior to January 24, 2022, include Front and Rear Park Assist. Certain vehicles built on or after January 24, 2022, will be forced to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle.)

Following Distance Indicator

HD Rear Vision Camera

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Selected Model and Options

MODEL

| CODE | MODEL | MSRP |
|---------|---|-------------|
| CK10706 | 2023 Chevrolet Tahoe 4WD 4dr Commercial | \$55,400.00 |

COLORS

| CODE | DESCRIPTION |
|------|--------------|
| GAZ | Summit White |

SUSPENSION PKG

| CODE | DESCRIPTION | MSRP |
|------|---|------|
| Z56 | Suspension Package, heavy-duty, police-rated. | Inc. |

EMISSIONS

| CODE | DESCRIPTION | MSRP |
|------|---|--------|
| NE1 | Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | \$0.00 |

ENGINE

| CODE | DESCRIPTION | MSRP |
|------|-------------------------|--------|
| L84 | Engine, 5.3L EcoTec3 V8 | \$0.00 |

TRANSMISSION

| CODE | DESCRIPTION | MSRP |
|------|----------------------------------|--------|
| MHS | Transmission, 10-speed automatic | \$0.00 |

GVWR

| CODE | DESCRIPTION | MSRP |
|------|---------------------------|------|
| C6C | GVWR, 7400 lbs. (3357 kg) | Inc. |

AXLE

| CODE | DESCRIPTION | MSRP |
|------|-----------------------|--------|
| GU5 | Rear axle, 3.23 ratio | \$0.00 |

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | MSRP |
|------|--------------------------------------|--------|
| 1FL | Commercial Preferred Equipment Group | \$0.00 |

WHEEL TYPE

| CODE | DESCRIPTION | MSRP |
|------|--|------|
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel | Inc. |

TIRES

| CODE | DESCRIPTION | MSRP |
|------|--|------|
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit | Inc. |

PAINT

| CODE | DESCRIPTION | MSRP |
|------|--------------|--------|
| GAZ | Summit White | \$0.00 |

SEAT TYPE

| CODE | DESCRIPTION | MSRP |
|------|-----------------------------------|--------|
| AZ3 | Seats, front 40/20/40 split-bench | \$0.00 |

SEAT TRIM

| CODE | DESCRIPTION | MSRP |
|------|----------------------------|--------|
| H1T | Jet Black, Cloth seat trim | \$0.00 |

RADIO

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| IOR | Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen | \$0.00 |

ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | MSRP |
|------|---------------------------------------|--------------|
| 9C1 | Identifier for Police Package Vehicle | (\$4,150.00) |
| AMF | Remote Keyless Entry Package | \$75.00 |

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Data Version: 16740. Data Updated: Aug 15, 2022 6:58:00 PM PDT.



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | MSRP |
|------|--|---------|
| — | Capless Fuel Fill | Inc. |
| J55 | Brake system, heavy duty | Inc. |
| K3W | Battery, 850 cold-cranking amps with 95 amp hour rating | Inc. |
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating | Inc. |
| KX4 | Alternator, 250 amps | Inc. |
| RC1 | Skid plate, front | Inc. |
| V03 | Cooling system, extra capacity | Inc. |
| V76 | Recovery hooks, 2 front, frame-mounted, Black | \$50.00 |

ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | MSRP |
|------|---|--------|
| — | Exterior ornamentation delete | Inc. |
| RAV | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit | Inc. |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap | Inc. |
| V53 | Luggage rack side rails, delete | Inc. |
| VK3 | License plate front mounting package | \$0.00 |
| WUA | Fascia, front high-approach angle | Inc. |

ADDITIONAL EQUIPMENT - ENTERTAINMENT

| CODE | DESCRIPTION | MSRP |
|------|--|-----------|
| UDA | OnStar deactivated (does not delete Bluetooth) | (\$85.00) |

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | MSRP |
|------|--|-----------|
| 5T5 | Seats, front cloth and second row vinyl | \$0.00 |
| — | Instrumentation, analog | Inc. |
| — | Power supply, 100-amp, auxiliary battery, rear electrical center | Inc. |
| — | Power supply, 120-amp, (4) 30-amp circuit, Primary battery | Inc. |
| — | Power supply, 50-amp, power supply, auxiliary battery | Inc. |
| — | Theft-deterrent system, vehicle, PASS-Key III | Inc. |
| ATD | Seat delete, third row passenger | Inc. |
| AU7 | Key common, fleet | \$0.00 |
| BCV | Lock control, driver side auto door lock disable | Inc. |
| BTV | Remote start | \$300.00 |
| R7N | Not Equipped with Steering Column Lock | (\$50.00) |
| VZ2 | Speedometer calibration | Inc. |

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | MSRP |
|------|--|-----------|
| 00Z | Not Equipped with Front and Rear Park Assist, see dealer for details | (\$50.00) |
| — | Seat belts, 3-point, all seating positions | Inc. |

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | MSRP |
|------|---|-----------|
| 5J3 | Calibration, Surveillance Mode interior lighting | Inc. |
| 5J9 | Calibration, taillamp flasher, Red/White | Inc. |
| 5L0 | Calibration, taillamp flasher, Red/Red | Inc. |
| 6C7 | Lighting, red and white front auxiliary dome | \$170.00 |
| 6E2 | Fleet Calibration | \$25.00 |
| 6J7 | Flasher system, headlamp and taillamp, DRL compatible with control wire | Inc. |
| 6N5 | Switches, rear window inoperative | \$57.00 |
| 6N6 | Door locks and handles, inside rear doors inoperative | \$62.00 |
| 7X3 | Spotlamp, left-hand | \$800.00 |
| 9G8 | Headlamps, Daytime Running Lamps and automatic headlamp control delete | \$50.00 |
| — | Protected idle | Inc. |
| R9Y | Fleet Free Maintenance Credit. | (\$34.00) |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors | Inc. |
| UN9 | Radio Suppression Package, with ground straps | \$95.00 |
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area | Inc. |
| UTQ | Theft-deterrent system | \$50.00 |
| VXT | Incomplete vehicle | Inc. |

SHIP THRU CODES

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| VPV | Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly | \$0.00 |

Options Total

(\$2,635.00)

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Price Summary

PRICE SUMMARY

| | MSRP |
|--------------------|--------------------|
| Base Price | \$55,400.00 |
| Total Options | (\$2,635.00) |
| Vehicle Subtotal | \$52,765.00 |
| Destination Charge | \$1,795.00 |
| Grand Total | \$54,560.00 |

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

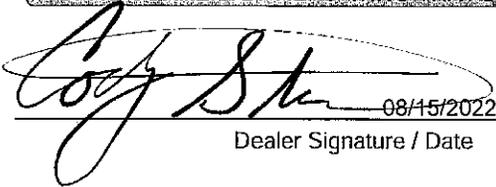
Quote Worksheet

| | MSRP |
|--------------------------------------|---------------------|
| Base Price | \$53,400.00 |
| Dest Charge | \$1,795.00 |
| Total Options | (\$2,635.00) |
| Subtotal | \$54,560.00 |
| Discount as per COSTARS 13-111 | (\$9,560.00) |
| Subtotal Pre-Tax Adjustments | (\$9,560.00) |
| Less Customer Discount | \$0.00 |
| Subtotal Discount | \$0.00 |
| Trade-In | \$0.00 |
| Subtotal Trade-In | \$0.00 |
| Taxable Price | \$45,000.00 |
| Sales Tax | \$0.00 |
| Subtotal Taxes | \$0.00 |
| Subtotal Post-Tax Adjustments | \$0.00 |
| Total Sales Price | \$45,000.00 |

Comments:

Your cost to purchase a 2023 Chevrolet Tahoe PPV, is \$45,000 . This vehicle will be washed, fueled, and delivered to your location. Thank you so much for your time and the continued opportunity to earn your business!

~~GM IS CURRENTLY REPORTING THAT 2023 TAHOE WILL BEGIN PRODUCTION IN AUGUST~~


 08/15/2022
 Dealer Signature / Date

Customer Signature / Date



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HVERFORD TOWNSHIP MEMORANDUM

DATE: April 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Playground equipment for Grange Park

Attached is a quote for a replacement piece for the large composite structure at Grange Park. Also included in the quote is a rock climbing wall for ages 5-12 and two cozy cocoons, all to be installed at Grange Park. All items are on sale and vendor has waived the freight. The quote is for \$36,653 from George Ely Associates, Inc. All pieces have been chosen by Penfield Civic Association working cooperatively with the Parks and Recreation staff. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # PA DGS 014-E23-299

If there are any questions, I will be on hand for the Board of Commissioner work session on May 1, 2023.



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
Carlisle, PA 17013
800 262-8448
Fax 717 243-0439
ely@pa.net

April 26, 2023

INVOICE

Brian Barrett, Director
Haverford Township
Parks & Recreation
1014 Darby Rd.
Havertown, PA 19083
610-446-9397, bbarrett@havtwp.org

PA DGS COSTARS-014-E23-299

PLAYWORLD, INC.

| | | |
|---|---|-----------------|
| 1 ea. | 350-2077, Challengers Sale Flyer Structure, Designed for ages 5-12 | \$ 26,165.00 |
| Colors: Upright Supports: _____ | | |
| Handrails/Railings/Steel Climbers: _____ | | |
| Plastic Slides: _____, Plastic Panels: _____ | | |
| 1 ea. | RB-305, RockBlocks Climbing Wall, Sale Flyer unit, Designed for ages 5-12 | 4,796.00 |
| Colors: Upright Supports: _____, RockBlocks (plastic) _____ | | |
| 1 ea. | ZZXX0483, Cozy Cocoon, Sale Flyer unit, Designed for ages 2-12 | 2,846.00 |
| Colors: Support: _____, Plastic 1: _____, Plastic 2: _____ | | |
| 1 ea. | ZZXX0483, Cozy Cocoon, Sale Flyer unit, Designed for ages 2-12 | <u>2,846.00</u> |
| Colors: Support: _____, Plastic 1: _____, Plastic 2: _____ | | |
| | | \$ 36,653.00 |

Sale Prices effective until June 30th.

Delivery: Prices shown include free delivery of sale items. Price does not unloading, storage or installation.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Must Call for receiving delivery: _____ () _____

Ship to: _____

Thank you, Tara Ely, Sales Manager

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, MAY 8, 2023 AT 7:00 PM**

AGENDA MINUTES

1. Opening of Meeting – Commissioner Judy Trombetta, Vice President, opened the meeting. The Board of Commissioners met in Executive Prior to the meeting to discuss legal matters.

a. Roll Call – 8 Commissioners were present at roll call: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta. Commissioner Holmes was absent.

Also present were: David R. Burman, Township Manager, Ross M. Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans and Chuck Faulkner, Township Engineer.

b. Pledge of Allegiance

2. Proclamations

**Police Week Acknowledgement
Officer of the Year**

Command Staff presented awards to various detectives, sergeants and officers for the year 2022. Officer James Jones was awarded the 2022 Officer of the Year Award.

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

State Representative Napoleon Nelson

State Representative Nelson spoke tonight in favor and support of the Boards' Resolution – Supporting Anti-Hate Crimes. We need to heal communities. He thanked the entire Board.

Dan Siegel, Esq. – 1705 Marilyn Drive – Anti Hate Crimes

Former Commissioner Siegel indicated that this Resolution needs to be done and passed tonight and is an excellent start. While he was on the board, the Human Relations Commission was established. This is the time to build bridges.

Chad Brooks – 400 Campbell Road – Asian American Month

Mr. Brooks spoke at length on the importance of Asian American Month especially now as the Board is voting on the Anti-Hate Crime Resolution tonight.

The following individuals all spoke in favor of the Library Renovations for various reasons:

Nikki Senecal – resident – 1st Ward

Caitlin Naylor – teacher at Chestnutwald School

Jacqueline Briant – resident – 1st Ward
Matt Fallon – 6th Ward resident
Colin McCrossan
Haverford Middle School students

**

Kathy Dawson – 3rd Ward Resident

Ms. Dawson presented her support on the Boards Resolution supporting Anti-Hate Crimes legislation.

Sam Krakow – Responsible Contractors Ordinance

As a construction worker, Mr. Krakow is in favor of this Ordinance. Contractors needs to follow labor laws defined by OSHA.

End of Citizens Forum

4. **Bureau of Fire Update** – Commissioner Wechsler presented last month’s fire report.

5.. **Township Auditor Update** – Mr. Anderson reviewed the warrants and expenditures and found no irregularities.

6. **David R. Burman – Township Manager Update -**

The project to extend the Pennsy Trail with a pedestrian bridge is underway; residents should expect to see construction activities in the very near future. The Brookline Boulevard Sanitary Sewer Project began this week. Due to the high volume of traffic and with hopes of not negatively impacting businesses, the work will be performed at night. Finally, Mr. Burman shared that the U.S. Environmental Protection Agency (EPA) will temporarily close the Paddock Park Access Road during daytime hours (8:00 a.m. - 6:00 p.m.) for drilling. The purpose of this drilling is to allow the EPA (who maintains the nearby [Havertown PCP superfund site](#)) to have a more complete picture of the area of contamination beneath the ground surface. Information from this drilling will help the EPA select additional well locations to extract and treat contaminated groundwater. The drilling is expected to take about 10 business days to complete in this location and is expected to begin in early June (before playground camp begins). During the access road closure, park visitors will need to park in the surrounding residential neighborhood. If you're visiting the park, please be courteous to our neighbors and avoid blocking driveways and parking in front of fire hydrants!

7. **Approval of Minutes**

Regular Meeting Minutes of April 10, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to approve the Regular Meeting Minutes of April 10, 2023.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve the following warrant #5-2023 totaling \$3,716,268.10

General & Sewer Fund Payroll for April 13, 2023 in the amount of \$705,486.49

General & Sewer Fund Payroll for April 27 2023 in the amount of \$764,908.68

General Fund disbursements #5-2023 in the amount of \$1,788,116.29

Sewer Fund disbursements #5-2023 in the amount of \$61,875.10

Community Development Block Grant Fund disbursement #5-2023

in the amount of \$150,961.39

Capital Projects Fund disbursement #5-2023 in the amount of \$142,420.06

American Rescue Plan Fund disbursement #5-2023 in the amount of \$92,204.48

Credit Card Statement ending April 27, 2023 in the amount of \$10,295.61

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

9. Ordinance No. P4-2023

2023 Bond Issue (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to adopt the second reading of Ordinance No. P4-2023 AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,500,000; 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; SETTING FORTH PARAMETERS FOR THE MAXIMUM PRINCIPAL MATURITY AMOUNTS AND DATES AND MAXIMUM INTEREST RATES AND OTHER DETAILS OF THE BONDS; AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM FOR THE BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS BY PRIVATE NEGOTIATED SALE 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; PROVIDING FOR A SINKING FUND FOR EACH SERIES OF THE BONDS; PROVIDING FOR A CONSTRUCTION FUND AND REBATE FUND FOR EACH SERIES OF THE BONDS; MAKING CERTAIN COVENANTS 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; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING MUNICIPAL BOND INSURANCE; 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 OF THE TOWNSHIP; AUTHORIZING PUBLIC HEARINGS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

10. Ordinance No. P5-2023

Responsible Contractors (2nd Reading)

Motion made by Commissioner Forste-Grupp and seconded by Commissioner McCloskey to adopt the second reading of Ordinance No. P5-2023, amending chapter 4, administration of government, part 10, fiscal affairs, section 4-1008, establishment of purchasing system, to adopt certain procedures related to the solicitation and award of public contracts within the township; providing for certification requirements for public contractors; providing for certification requirements for subcontractors on public contracts; providing for public contract review procedures; repealing inconsistent ordinances or parts of ordinances; containing a savings clause and providing for an effective date.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

11. Ordinance No. P6-2023

Traffic (2nd Reading)

Motion made by Commissioner Quinn and seconded by Commissioner Hart to adopt the second reading of Ordinance No. P6-2023 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of the Pembroke Road side of 255 Kathmere Road

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

12. Ordinance No. P7-2023

Traffic (1st Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt the first reading of Ordinance No. P7-2023 authorizing traffic restrictions on the following highway:

Section 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

13. Resolution No. 2308-2023 Finance – Approval of new depository for Township funds with The Pennsylvania School District Liquid Asset Fund (PSDLAF), Lancaster, PA

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to adopt Resolution No. 2308-2023 authorizing Haverford Township to join with other Pennsylvania local government entities and school districts as a Settlor of the Pennsylvania School District Liquid Asset Fund (the "Fund") for the purpose of investing funds of Haverford Township on a pooled basis with funds of other Pennsylvania local government entities and school districts. The Resolution also names David R. Burman, Township Manager and Aimee M. Cuthbertson, Finance Director/Assistant Township Manager, and their respective successors in office as authorized, directed and empowered to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate and evidence (i) the entry by this Governmental Entity into the Declaration of Trust, (ii) the investment and withdrawal of funds of this Governmental Entity pursuant to the investment program of the Fund, and (iii) the exercise of the rights, powers and privileges of this Governmental Entity as a Settlor of the Fund, including, without limitation, voting rights, pursuant to the Declaration of Trust.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

14. Resolution No. 2309-2023 Acknowledging Occurrence of a Tax Equity Equity & Fiscal Responsibility Act Hearing ("TEFRA") Pursuant to the Requirements of Section 147(f) of the Internal Revenue Code of 1986

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to adopt Resolution No. 2309-2023 acknowledging proper advertising of a tax equity & fiscal responsibility act ("TEFRA") hearing, occurrence of said hearing on April 10, 2023, documented hearing transcript, and description of related projects, therefore approving the issuance of bonds of the township pursuant to the requirements of section 147(f) of the internal revenue code of 1986

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

15. Resolution No. 2310-2023 Grant Agreement – Pa. Commission on Crime and Delinquency

Motion made by Commissioner Cavender and seconded by Commissioner Gondek to adopt Resolution No. 2310-2023 approving this Resolution authorizing "appropriate Township officials" to

execute a grant agreement with the Pennsylvania Commission on Crime and Delinquency in the amount of \$212,228 to purchase and implement the Infoshare Law Enforcement Records Management System.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

16. Resolution No. 2311-2023 Supporting Anti-Hate Crimes

Motion made by Commissioner Gondek and seconded by Commissioner Wechsler to adopt Resolution No. 2311-2023 that the Board of Commissioners of the Township of Haverford urges our state lawmakers to promptly pass this package of supporting anti-hate crime bills, including House Bill 1027, House Bill 1024, House Bill 1025, and House Bill 1026.

Be It Further Resolved, that the Board of Commissioners of the Township of Haverford also urges all Pennsylvanians and Haverford Township residents to speak up against hatred whenever they see it so that we can create a more just, peaceful, and inclusive society for everyone.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

17. Contract Awards/Purchases

Haverford Township Free Library Construction Manager Contract

Motion made by Commissioner Forste-Grupp and seconded by Commissioner McCloskey to accept assignment of an agreement for professional services from Haverford Township Free Library, for Owner Representative Services to be provided for the pre-construction, construction and closeout phases of the Library’s renovation and expansion project, at a total cost of \$538,750.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

Public Works – Fuel/Oil Contract

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to reject and re-advertise all bids.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

EMS:

Paramedic Department

Paramedic vehicle

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to authorize the purchase of one (1) 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial vehicle, under Co-Stars Contract #13-111, from Whitmoyer Auto Group, in the amount of \$45,000.00.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

Parks and Recreation

Grange Park

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to authorize the purchase of a Rock Climbing Wall and Two Cozy Cocoons, from George Ely Associates, Inc., Carlisle, PA, in the amount of \$36,653,00. Funding for this purchase will be with ARPA money and made through COSTARS #PA DGS 014-E23-299.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

18. Appointment

Shade Tree

Motion made by Commissioner Cavender and seconded by Commissioner Gondek to appoint Marie Occhiogrosso to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to appoint Brian Patterson to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Roll Called.

5 Commissioners voted for Marie Occhiogrosso: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender and Trombetta.

3 Commissioners voted for Brian Patterson: Commissioners Quinn, Hart and Wechsler

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

No one spoke

20. New business – no new business

21. Other business

1st Ward Commissioner Brian Gondek, Esq.

Commissioner Gondek thanked the Police Department for honoring all those officers that were honored tonight.

Movie Night has been rescheduled to June 2nd.

Commissioner Gondek will hold his 1st Ward Constituent Meeting on May 24th at 7:00 p.m. at the Manoa Community Church on Eagle Road.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D.

Commissioner Forste-Grupp also thanked the Police Department for the award presentation.

Tuesday evening HADA will be a part of the Challenging Stigma: Helping Friends and Families Understand Addiction – to be held at the Library.

On May 11 at 6:00 p.m. there will be a Ribbon Cutting Ceremony at the entrance of Llanerch Park highlighting the new ADA Ramp.

3rd Ward Commissioner Kevin McCloskey, Esq

Commissioner McCloskey also thanked the Police Department and for their professionalism.

This week will be the final week of the St. Denis Carnival.

He is excited about the Pennsy Trail Plans. This trail will make it better for students to walk to school.

Haverford Township has received Moody's AAA Rating.

5th Ward Commissioner Laura Cavender

Commissioner Cavender is happy that the Bond Ordinance passed and is excited about the upcoming Library project.

Elwell Field improvements: new wood chips were placed, new trees planted and three new pieces of equipment were installed.

7th Ward Commissioner Conor Quinn

Commissioner Quinn also thanked the Police and asked everyone to please remember the fire companies during their dues campaign.

This Stuttering Awareness Month and he is proud to be one of them.

8TH Ward Commissioner Gerard T. Hart, M.D.

Commissioner Hart thanked all the volunteers that volunteered on Earth Day. 200 Trees were planted.

Sunset Trail Running Series 2023 will begin this Wednesday, May 10th.

June 14, 7:00 p.m. will be the run together to fight Pancreatic Cancer. 3 mile trail run or 1 mile walk.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler also thanked the Police Department and for all those that responded to the ball field when a tree limb fell. As soon as those at the field heard the snapping sound, they quickly moved before it fell. First responders responded quickly and professionally.

Commissioner Cavender stated that on May 21st, from 1:30 to 2:30 (at the CREC) she will be meeting with the Brynford residents and others concerning the Bike and Pedestrian Safety Study.

4th Ward Commissioner Judy Trombetta

Commissioner Trombetta announced that the township's Economic Recovery Payment Program to provide a \$500 payment to qualified Seniors, widows and permanently disabled individuals will be open. Individuals need to apply for the Property Rebate Program at State Representative Vitali's Office on June 3rd from 10 – 3 and June 23rd from 9:30 – 4.

Freedom Playground Maintenance Day will be held on June 3rd.

She thanked Superintendent Reusche that voters in 4-2 and 4-3 will be able to vote at the entrance of the school.

22. All Commissioners agreed to adjourn.

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, JUNE 5, 2023

7:00 P.M.

Jamie Schlesinger, PFM Financial Advisors LLC - Final Financing details on 2023 Bond Issue

Presentation from the EAC - Composting grant

Presentation by the Human Relations Commission

Commissioner Committee Updates

Police Chief Update

NEXT WEEK:

Ordinance No. P7-2023

Traffic (2nd Reading)

Ordinance No. P8-2023

Traffic (1st Reading)

Ordinance No. P9-2023

**Amend Ground Lease at 2080 Old West Chester Pike
Cellco Partnership d/b/a Verizon Wireless (1st Reading)**

Resolution No. 2312-2023

ARPA – Heart Rescue Program

Resolution No. 2313-2023

County Aid – Liquid Fuels Tax Funds

Resolution No. 2314-2023

Approval of the 2023 CDBG HUD Action Plan Application

Resolution No. 2315-2023

**Renaming Field C at Veterans Field in Honor of Former 7th
Ward Commissioner Jim McGarrity**

3 Tax Assessment Stipulations

Contract Award:

Public Works:

Fuel – 87 Octane Gasoline

Asphalt Maintenance of Parking Lots - 1010 and 1014 Darby Road

Skatium

Skatium Chiller replacement

Emergency Medical Services Purchases – Automatic External Defibrillators

Proclamation: Juneteenth – National Freedom Day

Pride Month

ORDINANCE NO. P8-2023

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 175-96, Schedule XXI: Fire Lanes

ESTABLISH:

At the Quarry Center, 116 W. Township Line 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 July, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**



**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO P9-2023

**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 **CELLCO PARTNERSHIP d/b/a Verizon Wireless** for certain land areas located at 2080 Old West Chester Pike, Havertown, PA subject to review by the Township Solicitor and further subject to approval of the final document by the Township Manager.

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

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

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

ADOPTED by the Township Board of Commissioners this 10th day of July, 2023.

TOWNSHIP OF HAVERFORD

By: _____
C. Lawrence Holmes, Esq, President
Board of Commissioners

Attest: _____
David R. Burman,
Township Manager/Secretary

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment"), dated this _____ day of _____, 2023, between the TOWNSHIP OF HAVERFORD, with a mailing address of 1014 Darby Road, Havertown, Pennsylvania 19083 (hereinafter, "Lessor") and CELLCO PARTNERSHIP d/b/a Verizon Wireless, a Delaware general partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097 (hereinafter, "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement ("Lease"), dated November 4, 2002, with respect to ground on which a communications facility is located at the property ("Property") known as 2080 Old West Chester Pike, Haverford Township, Delaware County, Pennsylvania. All capitalized terms used herein shall have the meanings set forth in the Lease, unless expressly set forth herein; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease to, among other things, extend the term of the Lease pursuant to the terms herein.

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2 of the Lease is hereby amended by (i) deleting the phrase "four additional terms" in the seventh line thereof and replacing same with the phrase "eight additional terms" to reflect four (4) additional Renewal Terms of five (5) years each so that the Lease shall have eight (8) Renewal Terms of five (5) years each.

2. Section 3 of the Lease is hereby amended by adding the following to the end thereof:

"Notwithstanding anything stated to the contrary in this Agreement, commencing on December 12, 2027 ("New Rent Date"), the annual rental due hereunder shall be \$24,336.00, payable in equal monthly installments of \$2,028.00, and thereafter the annual rental for each year shall be equal to 102% of the annual rental payable during the immediately preceding year, payable in equal monthly installments."

3. Section 6 of the Lease is hereby amended by deleting the "with a copy to" address for notices to Lessee.

4. This First Amendment shall be binding upon and inure to the benefit of the successors, assigns, heirs, sublessees, licensees and representatives of the parties hereto, and shall

be construed, interpreted and governed by the laws of the Commonwealth of Pennsylvania. Each of the parties hereto warrants to the other that the person or persons executing this First Amendment on behalf of such party has the full right, power and authority to enter into and execute this First Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment, including, without limitation, the mortgagee. It is hereby acknowledged that all payments made by Lessee to Lessor through and after the New Rent Date shall be applied and credited against all payments due hereunder.

5. In the event that any one or more of the provisions contained in this First Amendment shall be held to be invalid, illegal, or unenforceable in any respect, the validity, illegality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired. This First Amendment shall not be modified or amended, except by an instrument in writing executed by the parties. To the extent any provision of the Lease conflicts with the terms of this First Amendment, the terms of this First Amendment shall be deemed controlling.

6. Except as expressly modified hereby, the Lease shall remain unmodified and in full force and effect.

7. This First Amendment may be executed in any number of counterparts and electronic signatures transmitted and received via electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for this First Amendment and, shall have the same force and effect as original ink signatures, and shall bind the parties hereto.

Remainder of Page is Blank; Signatures Follow on Next Page

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date first above written.

LESSOR:
TOWNSHIP OF HAVERFORD

By: _____
Authorized Signatory

Name: _____

Title: _____

Dated: _____

LESSEE:
CELLCO PARTNERSHIP
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Dated: _____

RESOLUTION 2312 -2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund HEART RESCUE PROGRAM

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 support the public health response to the COVID-19 pandemic; and,

WHEREAS, the Board of Commissioners desires to provide financial support to efforts relating to our public health response to medical emergencies within our community; and,

WHEREAS, the Township has identified a need within our first responder efforts to issue (15) Automatic External Defibrillators (AEDs) for placement in police vehicles, and issue (25) AEDs to the Bureau of Fire for the distribution of (5) units to each of the Township's (5) volunteer fire companies; and

WHEREAS, the Township has also identified a need within our community for first responder CPR training within our organized sports leagues and volunteer fire companies to further assist in our public health response.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$71,400.00 of the Township's American Rescue Plan Fund allocation for the purchase and replacement of (40) Stryker CR2 Automatic External Defibrillators and \$10,000.00 for Haverford Township organized sports leagues and First Responders CPR Training classes.

RESOLVED THIS 12th day of June, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PA**

RESOLUTION NO. 2313-2023

**A RESOLUTION AUTHORIZING APPLICATION TO
DELAWARE COUNTY COUNCIL FOR AN ALLOCATION
OF COUNTY LIQUID FUEL TAX FUNDS IN 2023 FOR
2023 STREET LIGHT OPERATING EXPENSES**

WHEREAS, the undersigned Municipality desires to take advantage of the Act approved June 1, 1945, P.P. 1242 and as provided in the Act approved May 18, 1945, P.L. 803 permitting Counties of the Commonwealth of Pennsylvania to appropriate and expend moneys for the improvements and maintenance of State Highways and State-Aid Highways or Public Highway in any County of the Commonwealth.

THEREFORE, BE IT RESOLVED, that we, the elected officials of Haverford Township, Delaware County, Pennsylvania, in regular session assembled on this 12th day of June, 2023 do hereby make application to the County Council of Delaware County for an allocation of County Liquid Fuel Tax Funds in the amount of \$107,136.00 (2022 deferred allocation in the amount of \$53,568.00 and 2023 current year allocation in the amount of \$53,568.00) to be used toward 2023 Street Light Operating Expenses.

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

ADOPTED this 12th day of June, 2023.

HAVERFORD TOWNSHIP

C. Lawrence Holmes, Esq
President

ATTEST:

David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2314-2023
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 FY 2023, Year 49 CDBG Program Action Plan 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.

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 the 49th Year CDBG 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 12th day of June 2023.

TOWNSHIP OF HAVERFORD

BY: Larry Holmes, Esq.
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 12, 2023

David R. Burman
Township Manager/Secretary

PUBLIC NOTICE

Availability of Citizen Participation Plan and 2023 CDBG Action Plan Haverford Township 2023

AVISO PÚBLICO

Disponibilidad de Plan de Participación Ciudadana y Borrador del Plan de Acción CDBG 2023
Municipio de Haverford 2023

PUBLIC공고

가용성 시민참여계획 그리고 2022년 CDBG 실행 계획 초안 하버포드 타운십 2023

- I. HUD regulations and Haverford's Citizen Participation Plan require the publication of a notice which:
 - a) States the availability of the Consolidated Plan and proposed 2023 Action Plan;
 - b) Summarizes the content; and
 - c) Gives citizens, groups or agencies the opportunity to present their views or comments on the plans

Availability

The proposed uses of funds are outlined below. Copies of the full documents will be made available upon request by emailing ajdunl@verizon.net.

Public Hearing

A public hearing will be held on Wednesday May 17, 2023 at 3PM at the Township Building, 1014 Darby Road, Havertown, PA 19083.

The final opportunity for comment or input will be at the normally scheduled monthly Commissioners meeting on June 12, 2023. After review of all comments the Action Plan will be submitted to HUD on or after June 13, 2023.

Interested parties may also submit comments to the email address ajdunl@verizon.net or call 610-352-5555 and leave a message regarding your comments along with a contact phone number and/or email. All comments must be received by June 12, 2023.

Summary

- A. The Consolidated Plan addresses and contains Haverford's Housing and Non-Housing Needs, a Housing Market Analysis, Strategies, Priorities, Objectives, and other required statements.

The purpose of the Consolidated Plan is to establish reasonable basis for housing and non-housing assistance.

- B. The Action Plan addresses the reasonable basis for housing and non-housing assistance provided to low and moderate income persons. In this regard, it details the uses of expected funds in 2023 and other required statements.
- a) CDBG \$804,564.00 from The U.S. Department of Housing & Urban Development (HUD) for housing and non-housing needs;
 - b) \$20,000 from the Delaware County Affordable Housing Trust Fund;
 - c) Program Income approximately - \$60,000

The Action Plan includes the amount of funds which will benefit persons of very low and low income and is presently estimated to be in excess of 70% as required by HUD. There are plans to minimize displacement of persons. There is **no** displacement expected or proposed.

Funds will be spent generally as follows:

| | |
|---|--------------|
| Housing Rehabilitation | \$300,500.00 |
| Homeless Assistance | \$ 20,000.00 |
| Fair Housing | \$ 2,000.00 |
| Surrey Services for Senior Citizens | \$ 20,000.00 |
| Delaware County Community Transit- Transportation services for senior citizens | \$ 10,000.00 |
| Program Administration | \$160,912.00 |
| Park & Trail Improvements Low/Mod areas | \$ 50,000.00 |
| Historic Preservation | \$ 60,000.00 |
| Accessibility Improvements | \$175,000.00 |
| Contingencies | \$ 6,152.00 |

4. The Citizen Participation Plan. This document was adopted in 1989, and amended 2021, following public hearing processes. It has been available for review, comment and revision since, including the preparation of the prior Consolidated Plans and Action Plans. Persons with disabilities who require assistance in order to participate should call the TDD number 610-853-2400 and reasonable access assistance will be provided.

David R. Burman
Township Manager

RESOLUTION NO. 2315-2023

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania always has and will support youth sports in Haverford Township; and

WHEREAS, long-term, retired 7th Ward Commissioner James E. McGarrity, during his tenure. was always at the forefront of all Haverford Township youth athletics.

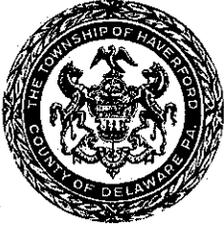
NOW, THEREFORE BE IT RESOLVED that the Haverford Township Board of Commissioners enthusiastically endorses Brookline Baseball and Softball's request to name Field C - at Veteran's Field in honor of Jim McGarrity in recognition of his years of support for youth sports in Haverford Township and in particular his support for Brookline Baseball and Softball.

RESOLVED, this 12th day of June, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager**



TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN GONDEK
2ND WARD SHERLY FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDAR
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

HAVERFORD TOWNSHIP
MEMORANDUM

DATE: June 12, 2023
TO: David R. Burman, Township Manager
FROM: Daniel Mariani, Director of Public Works
SUBJECT: 87 Octane Gasoline Bid

Description:

A total of one bid was received and opened on Tuesday, May, 30, 2023. The bid was for 87 Octane Gasoline from Petroleum Traders Corporation. I recommend that the Township of Haverford select Petroleum Traders Corporation as the lowest responsible bid, to supply the Township of Haverford with 87 Octane Gasoline.

Business Information:

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804

Bid Amount:

| | TRANSPORT | TANKWAGON |
|--------------------|-----------|-----------|
| OPIS PHILA AVERAGE | \$2.7043 | \$2.7043 |
| FIXED DIFFERENTIAL | \$-0.0216 | \$+0.0676 |
| TOTAL PRICE | \$2.6827 | \$2.7719 |

HAVERFORD TOWNSHIP

MEMORANDUM

DATE: May 26, 2023
TO: David R. Burman, Township Manager
FROM: Daniel Mariani, Director of Public Works
SUBJECT: Asphalt Maintenance of Parking Lots

Description:

Sealcoating is necessary for routine maintenance, as it protects the asphalt surface and prevents major cracks or holes from forming. Seal coating preserves the black finish by protecting it from extensive oxidation.

Funding for this project will come from the public works operating budget.

Public Works:

- Seal Coat the Haverford Township Administration Building Parking Lot
- Seal Coat Haverford Police Station Parking Lot

Contractor:

H&B Driveway Resealing, LLC
2780 Morris Road
Ardmore, PA 19003
610-649-1385
Hbresealing@aol.com

Price:

\$22,400.00

H&B DRIVEWAY RESEALING, LLC

HIC# PA051754

2728 MORRIS ROAD
ARDMORE, PA 19003
610-649-1385
HBRESEALING@AOL.COM

Dan Perri/Facilities Superintendent/**Proposal#012501051701AA**
Township of Haverford
1014 Darby Rd.
Havertown, PA 19083

05/17/23

Re: Asphalt Maintenance-Lots for the Haverford Township Municipal Building and Police Station

SEAL COAT PARKING LOTS - Clean and seal coat parking lots with **\$22,400.00**

Commercial Grade Coal Tar Concentrate Sealer(Sealmaster) which includes sand.

Sealer to be **SPRAY APPLIED**. Cleaning includes trimming back grass edges to expose asphalt, and sweeping/power blowing dirt and debris from driveway.

If power washing with water is needed, a separate charge will be shown in this proposal. **N/A**

If needed, oil spot primer shall be applied to fresh heavy oil spills, to guard against the oil stain bleeding through the seal coat. There will also be a separate charge shown for the oil spot primer application. **N/A**

Striping

N/A

CRACK FILLING – Includes cracks up to 1/2” wide, depending on surrounding area. It is recommended that these cracks be filled before seal coating, but it should be noted that crack filling is a temporary repair, which must be periodically redone **(Not Applicable)**

for best results. This service does not include seams/cracks along edges of the driveway

Hot Cracks

N/A

and may not include larger patches of “alligator/spider cracks” where asphalt is broken/falling apart. **(Not Applicable)**

*PLEASE NOTE: This application will be visible through the final sealer. The only way for the cracks not to be visible is through asphalt replacement.

Payments due in 3 Installments- Please make checks payable to H & B DRIVEWAY RESEALING,LLC Total Due: \$22,400.00

1st Installment due-At agreement of proposal/\$7466.66/2nd Installment due at Start of work \$7466.66/3rd Installment due at completion of work \$7466.68

Henry H. Bond III

Please note* Prices could change during the 2023 season due to increase in material/transportation costs. There will be an additional fee for any work that is requested/completed that is not included on this proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

(Date)

(Signature)

H & B will not be held responsible for damage of sealer during initial curing time (48 hours after application)

due to pop-up showers, dirt, mud, cold temperatures, lawn chemicals, mulch stains, sprinklers, water from gutters/air conditioners, animal, foot, or vehicle traffic. H & B is not responsible for any sealer that may get on garage doors, any part of the house, buildings, hardscaping or landscaping, or sidewalks due to pop up showers or anything else listed here. There will be a fee charged if the driveway has to be resealed or touched up again including a cost to redo the crack filling/patch work after the initial sealing due to pop up showers or any other factors listed here during the curing time or after that time.

H & B will not be responsible for damage due to standing water, dirt, mud, water from gutters/air conditioners, physical damage, cold temperatures, snow plows/snow removal, tire chains, gas, oil, chemicals, mulch stains, or antifreeze spills. H & B is not responsible for areas directly beneath overhanging trees as they may not maintain uniform coverage due to heavy tree sap in the asphalt which prevents long term sealer adhesion. H & B is not responsible for any sealer that might get on garage doors, any part of the house, buildings, hardscaping, landscaping, and sidewalks due to pop up showers or anything else listed here during and after the curing time. Expect to see some tire marks, possibly for several weeks, after seal coating is done. This is especially true in the heat of the summer. This is normal and they will go away on their own. Please note that we are not responsible for moving basketball stands. We will just seal around the stands. If water sits or flows down a portion of the driveway, the sealer may wear down faster. If the driveway has white stone prior to sealing it, you may see the white stone before a year after it has been sealed. It is recommended to seal a white stoned driveway back to back years. A newly paved driveway or a driveway that has not been sealed for a long time may need to be sealed again the following year for best results and to protect it from damage caused by weather, road chemicals and salt.



One Beat Medical
3151 Executive Way
Miramar FL 33025
United States

Quote

#QUO23083

05/03/2023

Bill To

Haverford Township
1014 Darby Rd.
Havertown PA 19083
United States

Ship To

Haverford Township
1014 Darby Rd.
Havertown PA 19083
United States

TOTAL

\$71,400.00

Expires: 06/02/2023

Expires
06/02/2023

Exp. Close
05/14/2023

Shipping Attention

Shipping Method
FedEx Ground

Sales Rep
Basil Arena

Sales Rep Email
basil.arena@onebeatmedical.com

Sales Rep Phone

| QTY | Item | Options | Rate | Amount |
|-----|--|---------|------------|-------------|
| 40 | CR2 99512-001262 LPCR2 Semi-automatic, WIFI, English, Handle | | \$1,785.00 | \$71,400.00 |
| 40 | OBC-FRK Fast Response Kit - obc | | \$0.00 | \$0.00 |

| | |
|-----------------------|-------------|
| Subtotal | \$71,400.00 |
| Shipping Costs | \$0.00 |
| Tax Total (%) | |
| Total | \$71,400.00 |



QUO23083

PROCLAMATION

JUNETEENTH NATIONAL FREEDOM DAY

Whereas, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation declaring all enslaved people in the Confederate states to be forever free. Nevertheless, slavery persisted for another two and a half years in some states; and

Whereas, celebrated annually on June 19, Juneteenth commemorates the day of June 19, 1865 when Union Army Major General Gordon Granger read General Order #3 announcing to the people of Galveston, Texas that all enslaved African Americans were free; and

Whereas, Juneteenth, also known as Emancipation Day or National Freedom Day, is celebrated as the day that slavery ended in the United States; and

Whereas, Juneteenth was first recognized as a state holiday in Texas in 1980. In 2019, Pennsylvania Governor Tom Wolf joined Texas and several other states in recognizing the holiday by signing legislation designating June 19 as “Juneteenth National Freedom Day” in the Commonwealth of Pennsylvania; and

Whereas, in 2021, Juneteenth was declared a federal holiday when President Joe Biden signed the “Juneteenth National Independence Day Act” into law with bi-partisan support; and

Whereas, since 2021, the Township of Haverford has recognized and observed “Juneteenth National Freedom Day” annually; and

Whereas, residents in the Township of Haverford are encouraged to join the nation in honoring Juneteenth by acknowledging the contributions made by African Americans to our country and celebrating the resilience of African American people in overcoming their history of enslavement and their continued fight against systemic racism.

Now Therefore Be It Proclaimed, that the Board of Commissioners of the Township of Haverford in Delaware County, Pennsylvania hereby recognizes June 19, 2023 as “Juneteenth National Freedom Day,” celebrates the culture and achievements of African Americans in spite of a history of struggle and oppression, and recommits to the work of fighting systemic racism to ensure progress in our community and prosperity for all.

Proclaimed this 12th day of June, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.
President

Attest: David R. Burman
Township Manager

*Proclamation
LGBTQ+ Pride Month*

WHEREAS, Haverford Township cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all people are welcome in Haverford Township to live, work, and play, and every family, in whatever configuration, deserves a place to call home and feel safe, happy, and supported by friends and neighbors; and

WHEREAS, Haverford Township denounces invidious prejudice and discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes, as an affront to Haverford's fundamental principles; and

WHEREAS, the Haverford Township Board of Commissioners established an anti-discrimination policy (Ordinance 2626, Chapter 183) in February of 2011 to ensure that all persons, regardless of a person's sexual orientation, gender identity, or gender expression enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing, commercial property, and the use of public accommodations; and

WHEREAS, in January of 2012, the Board appointed a seven-member Human Relations Commission (HRC) to promote equality and to enforce the anti-discrimination policy for the Township; and

WHEREAS, Haverford Township appreciates the cultural, civic, and economic contributions of Lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS, it is imperative that young people in Haverford Township, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love; and,

WHEREAS, Pride month began in June of 1970 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against harassment and discrimination at the Stonewall Inn in Greenwich Village; and

WHEREAS, from the Stonewall riots sprouted the rainbow flag, also known as the LGBTQ+ Pride Flag, that serves as a symbol of hope and inclusion to the Lesbian, Gay, Bisexual, Transgender, Queer plus people and LGBTQ+ social movement; and

WHEREAS, flying the rainbow flag throughout the month of June celebrates and affirms diversity, equity and inclusion; and

WHEREAS, in June 2022, the Board of Commissioners proclaimed the month of June as “LGBTQ+ Pride Month, and, immediately thereafter, Haverford Township raised the Pride Flag for the first time in Township history.

NOW THEREFORE BE IT PROCLAIMED that the Haverford Township Board of Commissioners recognizes the month of June as “LGBTQ+ Pride Month” in Haverford, urges our residents to recognize the contributions made by members of the LGBTQ+ community, and promotes the principles of equality, liberty, and justice to promote a healthy, safe and prosperous community for all; and

BE IT FURTHER PROCLAIMED that as a message to our own residents as well as people everywhere that Haverford Township still stands as a beacon of equal opportunity for employment, housing, commercial property, and the use of public accommodations, Haverford Township will proudly fly the Pride Flag throughout the month of June and commits to continuing the tradition of flying the Pride Flag each June hereafter.

Hereby proclaimed this 12th day of June, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.
President

Attest: David R. Burman
Township Manager

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JUNE 12, 2023 AT 7:00 PM**

AGENDA

1. Opening of Meeting

- a. Roll Call
- b. Pledge of Allegiance

* The Board met in Executive Session on May 23rd to discuss legal matters

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

**3. Proclamation: Juneteenth – National Freedom Day
Pride Month**

4. Bureau of Fire Update

5. Township Auditor Update

6. David R. Burman – Township Manager Update

7. Approval of Minutes Regular Meeting Minutes of May 8, 2023

Motion: to approve the Regular Meeting Minutes of May 8, 2023

Voting order 1 2 3 5 7 8 9 4 6

8. Approval of Warrants

Motion: to approve the following warrant #6-2023 totaling \$7,505,508.90

- General & Sewer fund Payroll for May 11, 2023 in the amount of \$768,475.47**
- General & Sewer fund Payroll for May 25, 2023 in the amount of \$1,068,024.62**
- General & Sewer fund Payroll for June 8, 2023 in the amount of \$760,468.33**
- General Fund disbursements #6-2023 in the amount of \$1,299,589.09**
- Sewer Fund disbursements #6-2023 in the amount of \$547,593.73**
- Community Development Block Grant Fund disbursement #6-2023
in the amount of \$40,285.36**
- Capital Projects Fund disbursement #6-2023 in the amount of \$93,165.43**
- American Rescue Plan Fund disbursement #6-2023 in the amount of \$99,962.98**

DEBT SERVICE – 2018 SERIES BONDS in the amount of \$2,349,723.75

DEBT SERVICE – 2020 SERIES BONDS in the amount of \$376,246.25

DEBT SERVICE – 2021 SERIES BONDS in the amount of \$86,649.09

Credit Card Statement ending May 27, 2023 in the amount of \$15,324.80

Voting order 1 2 3 5 7 8 9 4 6

9. Tax Assessment Stipulations

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 3521 Darby Road, Haverford Township (D.C. Folio #22-05-00224-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008693 and authorize Counsel and proper officers of the Board to execute necessary documents.

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 510 Railroad Avenue, Haverford Township (D.C. Folio #22-04-00632-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008631 and authorize Counsel and proper officers of the Board to execute necessary documents.

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 40 Whitemarsh Road, Haverford Township (D.C. Folio #22-03-02223-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008706 and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 5 7 8 9 4 6

10. Ordinance No. P7-2023 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P7-2023 establishing traffic restrictions:

Section 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

Voting order 1 2 3 5 7 8 9 4 6

11. Ordinance No. P8-2023 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P8-2023 establishing traffic restrictions:

ESTABLISH

Fire Lane - At the Quarry Center, 116 W. Township Line Road

Special Parking – in front of 2051 Laurel Road

Voting order 1 2 3 5 7 8 9 4 6

12. Ordinance No. P9-2023

**Amend Ground Lease at 2080 Old West Chester Pike
Cellco Partnership d/b/a Verizon Wireless (1st Reading)**

Motion: to adopt the first reading of Ordinance No. P9-2023 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.

Voting order 1 2 3 5 7 8 9 4 6

13. Resolution No. 2312-2023

American Rescue Plan Act (ARPA) – Heart Rescue Program

Motion: to adopt Resolution No. 2312-2023, that the Board of Commissioners of Haverford Township hereby approves the use of \$71,400.00 of the Township’s American Rescue Plan Fund allocation for the purchase and replacement of (40) Stryker CR2 Automatic External Defibrillators and \$10,000 for Haverford Township organized sports leagues and First Responders CPR Training classes.

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2313-2023

County Aid – Liquid Fuels Tax Funds

Motion: to adopt Resolution No. 2313-2023 approving a resolution authorizing application to Delaware County-County Council for an allocation of county liquid fuel tax funds in 2023 for 2023 street light operating expenses.

Voting order 1 2 3 5 7 8 9 4 6

15. Resolution No. 2314-2023

Approval of the 2023 CDBG HUD Action Plan Application

Motion: to approve Resolution #2314-2023, Submission of Community Development Action Plan Application for submission to the US Department of Housing & Urban Development for funding.

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2315-2023

**Renaming Field C at Veterans Field in Honor of Former
7th Ward Commissioner Jim McGarrity**

Motion: to adopt Resolution No. 2315-202 Renaming Field C at Veterans Field in Honor of Former 7th Ward Commissioner Jim McGarrity.

Voting order 1 2 3 5 7 8 9 4 6

17. Contract Awards/Purchases

Public Works Department

Fuel – 87 Octane Gasoline

Motion: to approve a contract with Petroleum Traders Corporation, Fort Wayne, IN, for 87 Octane Gasoline, in the amount of \$2.6827/transport and \$2.7719/Tankwagon per gallon; submitting the only responsible bid.

Voting order 1 2 3 5 7 8 9 4 6

Asphalt Maintenance of Parking Lots – 1010 and 1014 Darby Road

Motion: to authorize H & B Driveway and Resealing, Ardmore, PA, to seal coat 1010 and 1014 Darby Road parking lots, in the amount of \$22,400.00; submitting the lowest responsible quote.

Voting order 1 2 3 5 7 8 9 4 6

Emergency Medical Services - Paramedic Department

Automatic External Defibrillators

Motion: to authorize the purchase of 40 Stryker CR2 Automatic External Defibrillators from One Beat Medical, Miramar, FL, under Business partner number: 0000548043, IEN: 832668948, in the amount of \$71,400.00.

Voting order 1 2 3 5 7 8 9 4 6

Skatium

Skatium Chiller replacement and Electric Installation

Motion: to award the Skatium Chiller replacement to Elliot-Lewis, Philadelphia, PA, in the amount of \$804,900.00; submitting the lowest responsible bid.

Motion: to award the Skatium Chiller Electrical installation to AJM Electric, Chester Township, PA, in the amount of \$44,375.00; submitting the lowest responsible bid.

Voting order 1 2 3 5 7 8 9 4 6

18. Continuation of Citizen’s Forum for Non-Agenda Items

19. New business

20. Other business

21. Adjourn

PROCLAMATION

JUNETEENTH NATIONAL FREEDOM DAY

Whereas, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation declaring all enslaved people in the Confederate states to be forever free. Nevertheless, slavery persisted for another two and a half years in some states; and

Whereas, celebrated annually on June 19, Juneteenth commemorates the day of June 19, 1865 when Union Army Major General Gordon Granger read General Order #3 announcing to the people of Galveston, Texas that all enslaved African Americans were free; and

Whereas, Juneteenth, also known as Emancipation Day or National Freedom Day, is celebrated as the day that slavery ended in the United States; and

Whereas, Juneteenth was first recognized as a state holiday in Texas in 1980. In 2019, Pennsylvania Governor Tom Wolf joined Texas and several other states in recognizing the holiday by signing legislation designating June 19 as “Juneteenth National Freedom Day” in the Commonwealth of Pennsylvania; and

Whereas, in 2021, Juneteenth was declared a federal holiday when President Joe Biden signed the “Juneteenth National Independence Day Act” into law with bi-partisan support; and

Whereas, since 2021, the Township of Haverford has recognized and observed “Juneteenth National Freedom Day” annually; and

Whereas, residents in the Township of Haverford are encouraged to join the nation in honoring Juneteenth by acknowledging the contributions made by African Americans to our country and celebrating the resilience of African American people in overcoming their history of enslavement and their continued fight against systemic racism.

Now Therefore Be It Proclaimed, that the Board of Commissioners of the Township of Haverford in Delaware County, Pennsylvania hereby recognizes June 19, 2023 as “Juneteenth National Freedom Day,” celebrates the culture and achievements of African Americans in spite of a history of struggle and oppression, and recommits to the work of fighting systemic racism to ensure progress in our community and prosperity for all.

Proclaimed this 12th day of June, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.
President

Attest: David R. Burman
Township Manager

Proclamation
LGBTQ+ Pride Month

WHEREAS, Haverford Township cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all people are welcome in Haverford Township to live, work, and play, and every family, in whatever configuration, deserves a place to call home and feel safe, happy, and supported by friends and neighbors; and

WHEREAS, Haverford Township denounces invidious prejudice and discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes, as an affront to Haverford's fundamental principles; and

WHEREAS, the Haverford Township Board of Commissioners established an anti-discrimination policy (Ordinance 2626, Chapter 183) in February of 2011 to ensure that all persons, regardless of a person's sexual orientation, gender identity, or gender expression enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing, commercial property, and the use of public accommodations; and

WHEREAS, in January of 2012, the Board appointed a seven-member Human Relations Commission (HRC) to promote equality and to enforce the anti-discrimination policy for the Township; and

WHEREAS, Haverford Township appreciates the cultural, civic, and economic contributions of Lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS, it is imperative that young people in Haverford Township, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love; and,

WHEREAS, Pride month began in June of 1970 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against harassment and discrimination at the Stonewall Inn in Greenwich Village; and

WHEREAS, from the Stonewall riots sprouted the rainbow flag, also known as the LGBTQ+ Pride Flag, that serves as a symbol of hope and inclusion to the Lesbian, Gay, Bisexual, Transgender, Queer plus people and LGBTQ+ social movement; and

WHEREAS, flying the rainbow flag throughout the month of June celebrates and affirms diversity, equity and inclusion; and

WHEREAS, in June 2022, the Board of Commissioners proclaimed the month of June as "LGBTQ+ Pride Month, and, immediately thereafter, Haverford Township raised the Pride Flag for the first time in Township history.

NOW THEREFORE BE IT PROCLAIMED that the Haverford Township Board of Commissioners recognizes the month of June as "LGBTQ+ Pride Month" in Haverford, urges our residents to recognize the contributions made by members of the LGBTQ+ community, and promotes the principles of equality, liberty, and justice to promote a healthy, safe and prosperous community for all; and

BE IT FURTHER PROCLAIMED that as a message to our own residents as well as people everywhere that Haverford Township still stands as a beacon of equal opportunity for employment, housing, commercial property, and the use of public accommodations, Haverford Township will proudly fly the Pride Flag throughout the month of June and commits to continuing the tradition of flying the Pride Flag each June hereafter.

Hereby proclaimed this 12th day of June, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.
President

Attest: David R. Burman
Township Manager

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, MAY 8, 2023 AT 7:00 PM**

AGENDA MINUTES

1. **Opening of Meeting** – Commissioner Judy Trombetta, Vice President, opened the meeting. The Board of Commissioners met in Executive Prior to the meeting to discuss legal matters.

a. Roll Call – 8 Commissioners were present at roll call: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta. Commissioner Holmes was absent.

Also present were: David R. Burman, Township Manager, Ross M. Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans and Chuck Faulkner, Township Engineer.

b. Pledge of Allegiance

2. **Proclamations**

Police Week Acknowledgement
Officer of the Year

Command Staff presented awards to various detectives, sergeants and officers for the year 2022. Officer James Jones was awarded the 2022 Officer of the Year Award.

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

State Representative Napoleon Nelson

State Representative Nelson spoke tonight in favor and support of the Boards' Resolution – Supporting Anti-Hate Crimes. We need to heal communities. He thanked the entire Board.

Dan Siegel, Esq. – 1705 Marilyn Drive – Anti Hate Crimes

Former Commissioner Siegel indicated that this Resolution needs to be done and passed tonight and is an excellent start. While he was on the board, the Human Relations Commission was established. This is the time to build bridges.

Chad Brooks – 400 Campbell Road – Asian American Month

Mr. Brooks spoke at length on the importance of Asian American Month especially now as the Board is voting on the Anti-Hate Crime Resolution tonight.

The following individuals all spoke in favor of the Library Renovations for various reasons:

Nikki Senecal – resident – 1st Ward

Caitlin Naylor – teacher at Chestnutwald School

**Jacqueline Briant – resident – 1st Ward
Matt Fallon – 6th Ward resident
Colin McCrossan
Haverford Middle School students**

Kathy Dawson – 3rd Ward Resident

Ms. Dawson presented her support on the Boards Resolution supporting Anti-Hate Crimes legislation.

Sam Krakow – Responsible Contractors Ordinance

As a construction worker, Mr. Krakow is in favor of this Ordinance. Contractors needs to follow labor laws defined by OSHA.

End of Citizens Forum

4. Bureau of Fire Update – Commissioner Wechsler presented last month’s fire report.

5.. Township Auditor Update – Mr. Anderson reviewed the warrants and expenditures and found no irregularities.

6. David R. Burman – Township Manager Update -

The project to extend the Pennsy Trail with a pedestrian bridge is underway; residents should expect to see construction activities in the very near future. The Brookline Boulevard Sanitary Sewer Project began this week. Due to the high volume of traffic and with hopes of not negatively impacting businesses, the work will be performed at night. Finally, Mr. Burman shared that the U.S. Environmental Protection Agency (EPA) will temporarily close the Paddock Park Access Road during daytime hours (8:00 a.m. - 6:00 p.m.) for drilling. The purpose of this drilling is to allow the EPA (who maintains the nearby Havertown PCP superfund site) to have a more complete picture of the area of contamination beneath the ground surface. Information from this drilling will help the EPA select additional well locations to extract and treat contaminated groundwater. The drilling is expected to take about 10 business days to complete in this location and is expected to begin in early June (before playground camp begins). During the access road closure, park visitors will need to park in the surrounding residential neighborhood. If you're visiting the park, please be courteous to our neighbors and avoid blocking driveways and parking in front of fire hydrants!

7. Approval of Minutes

Regular Meeting Minutes of April 10, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to approve the Regular Meeting Minutes of April 10, 2023.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve the following warrant #5-2023 totaling \$3,716,268.10

General & Sewer Fund Payroll for April 13, 2023 in the amount of \$705,486.49

General & Sewer Fund Payroll for April 27 2023 in the amount of \$764,908.68

General Fund disbursements #5-2023 in the amount of \$1,788,116.29

Sewer Fund disbursements #5-2023 in the amount of \$61,875.10

**Community Development Block Grant Fund disbursement #5-2023
in the amount of \$150,961.39**

Capital Projects Fund disbursement #5-2023 in the amount of \$142,420.06

American Rescue Plan Fund disbursement #5-2023 in the amount of \$92,204.48

Credit Card Statement ending April 27, 2023 in the amount of \$10,295.61

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

9. Ordinance No. P4-2023

2023 Bond Issue (2nd Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to adopt the second reading of Ordinance No. P4-2023 AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE TOWNSHIP OF HAVERFORD TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,500,000; 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; SETTING FORTH PARAMETERS FOR THE MAXIMUM PRINCIPAL MATURITY AMOUNTS AND DATES AND MAXIMUM INTEREST RATES AND OTHER DETAILS OF THE BONDS; AUTHORIZING A BOOK-ENTRY-ONLY SYSTEM FOR THE BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS BY PRIVATE NEGOTIATED SALE 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; PROVIDING FOR A SINKING FUND FOR EACH SERIES OF THE BONDS; PROVIDING FOR A CONSTRUCTION FUND AND REBATE FUND FOR EACH SERIES OF THE BONDS; MAKING CERTAIN COVENANTS 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; PROVIDING FOR THE FORM OF THE BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING MUNICIPAL BOND INSURANCE; 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 OF THE TOWNSHIP; AUTHORIZING PUBLIC HEARINGS; REPEALING INCONSISTENT ORDINANCES; AND SETTING FORTH THE EFFECTIVE DATE HEREOF.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

10. Ordinance No. P5-2023

Responsible Contractors (2nd Reading)

Motion made by Commissioner Forste-Grupp and seconded by Commissioner McCloskey to adopt the second reading of Ordinance No. P5-2023, amending chapter 4, administration of government, part 10, fiscal affairs, section 4-1008, establishment of purchasing system, to adopt certain procedures related to the solicitation and award of public contracts within the township; providing for certification requirements for public contractors; providing for certification requirements for subcontractors on public contracts; providing for public contract review procedures; repealing inconsistent ordinances or parts of ordinances; containing a savings clause and providing for an effective date.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

11. Ordinance No. P6-2023

Traffic (2nd Reading)

Motion made by Commissioner Quinn and seconded by Commissioner Hart to adopt the second reading of Ordinance No. P6-2023 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

In front of the Pembroke Road side of 255 Kathmere Road

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

12. Ordinance No. P7-2023

Traffic (1st Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt the first reading of Ordinance No. P7-2023 authorizing traffic restrictions on the following highway:

Section 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

13. Resolution No. 2308-2023 Finance – Approval of new depository for Township funds with The Pennsylvania School District Liquid Asset Fund (PSDLAF), Lancaster, PA

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to adopt Resolution No. 2308-2023 authorizing Haverford Township to join with other Pennsylvania local government entities and school districts as a Settlor of the Pennsylvania School District Liquid Asset Fund (the "Fund") for the purpose of investing funds of Haverford Township on a pooled basis with funds of other Pennsylvania local government entities and school districts. The Resolution also names David R. Burman, Township Manager and Aimee M. Cuthbertson, Finance Director/Assistant Township Manager, and their respective successors in office as authorized, directed and empowered to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate and evidence (i) the entry by this Governmental Entity into the Declaration of Trust, (ii) the investment and withdrawal of funds of this Governmental Entity pursuant to the investment program of the Fund, and (iii) the exercise of the rights, powers and privileges of this Governmental Entity as a Settlor of the Fund, including, without limitation, voting rights, pursuant to the Declaration of Trust.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

14. Resolution No. 2309-2023 Acknowledging Occurrence of a Tax Equity Equity & Fiscal Responsibility Act Hearing ("TEFRA") Pursuant to the Requirements of Section 147(f) of the Internal Revenue Code of 1986

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to adopt Resolution No. 2309-2023 acknowledging proper advertising of a tax equity & fiscal responsibility act ("TEFRA") hearing, occurrence of said hearing on April 10, 2023, documented hearing transcript, and description of related projects, therefore approving the issuance of bonds of the township pursuant to the requirements of section 147(f) of the internal revenue code of 1986

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

15. Resolution No. 2310-2023 Grant Agreement – Pa. Commission on Crime and Delinquency

Motion made by Commissioner Cavender and seconded by Commissioner Gondek to adopt Resolution No. 2310-2023 approving this Resolution authorizing "appropriate Township officials" to

execute a grant agreement with the Pennsylvania Commission on Crime and Delinquency in the amount of \$212,228 to purchase and implement the Infoshare Law Enforcement Records Management System.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

16. Resolution No. 2311-2023

Supporting Anti-Hate Crimes

Motion made by Commissioner Gondek and seconded by Commissioner Wechsler to adopt Resolution No. 2311-2023 that the Board of Commissioners of the Township of Haverford urges our state lawmakers to promptly pass this package of supporting anti-hate crime bills, including House Bill 1027, House Bill 1024, House Bill 1025, and House Bill 1026.

Be It Further Resolved, that the Board of Commissioners of the Township of Haverford also urges all Pennsylvanians and Haverford Township residents to speak up against hatred whenever they see it so that we can create a more just, peaceful, and inclusive society for everyone.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

17. Contract Awards/Purchases

Haverford Township Free Library Construction Manager Contract

Motion made by Commissioner Forste-Grupp and seconded by Commissioner McCloskey to accept assignment of an agreement for professional services from Haverford Township Free Library, for Owner Representative Services to be provided for the pre-construction, construction and closeout phases of the Library's renovation and expansion project, at a total cost of \$538,750.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

Public Works – Fuel/Oil Contract

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to reject and re-advertise all bids.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

EMS:

Paramedic Department

Paramedic vehicle

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to authorize the purchase of one (1) 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial vehicle, under Co-Stars Contract #13-111, from Whitmoyer Auto Group, in the amount of \$45,000.00.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

Parks and Recreation

Grange Park

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to authorize the purchase of a Rock Climbing Wall and Two Cozy Cocoons, from George Ely Associates, Inc., Carlisle, PA, in the amount of \$36,653,00. Funding for this purchase will be with ARPA money and made through COSTARS #PA DGS 014-E23-299.

Roll Called.

All 8 Commissioners voted yes: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

18. Appointment

Shade Tree

Motion made by Commissioner Cavender and seconded by Commissioner Gondek to appoint Marie Occhiogrosso to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to appoint Brian Patterson to fill an unexpired three-year term on the Shade Tree Commission to expire December 31, 2024.

Roll Called.

5 Commissioners voted for Marie Occhiogrosso: Commissioners Gondek, Foreste-Grupp, McCloskey, Cavender and Trombetta.

3 Commissioners voted for Brian Patterson: Commissioners Quinn, Hart and Wechsler

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

No one spoke

20. New business – no new business

21. Other business

1st Ward Commissioner Brian Gondek, Esq.

Commissioner Gondek thanked the Police Department for honoring all those officers that were honored tonight.

Movie Night has been rescheduled to June 2nd.

Commissioner Gondek will hold his 1st Ward Constituent Meeting on May 24th at 7:00 p.m. at the Manoa Community Church on Eagle Road.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D.

Commissioner Forste-Grupp also thanked the Police Department for the award presentation.

Tuesday evening HADA will be a part of the Challenging Stigma: Helping Friends and Families Understand Addiction – to be held at the Library.

On May 11 at 6:00 p.m. there will be a Ribbon Cutting Ceremony at the entrance of Llanerch Park highlighting the new ADA Ramp.

3rd Ward Commissioner Kevin McCloskey, Esq

Commissioner McCloskey also thanked the Police Department and for their professionalism.

This week will be the final week of the St. Denis Carnival.

He is excited about the Pennsy Trail Plans. This trail will make it better for students to walk to school.

Haverford Township has received Moody's AAA Rating.

5th Ward Commissioner Laura Cavender

Commissioner Cavender is happy that the Bond Ordinance passed and is excited about the upcoming Library project.

Elwell Field improvements: new wood chips were placed, new trees planted and three new pieces of equipment were installed.

7th Ward Commissioner Conor Quinn

Commissioner Quinn also thanked the Police and asked everyone to please remember the fire companies during their dues campaign.

This Stuttering Awareness Month and he is proud to be one of them.

8TH Ward Commissioner Gerard T. Hart, M.D.

Commissioner Hart thanked all the volunteers that volunteered on Earth Day. 200 Trees were planted.

Sunset Trail Running Series 2023 will begin this Wednesday, May 10th.

June 14, 7:00 p.m. will be the run together to fight Pancreatic Cancer. 3 mile trail run or 1 mile walk.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler also thanked the Police Department and for all those that responded to the ball field when a tree limb fell. As soon as those at the field heard the snapping sound, they quickly moved before it fell. First responders responded quickly and professionally.

Commissioner Cavender stated that on May 21st, from 1:30 to 2:30 (at the CREC) she will be meeting with the Brynford residents and others concerning the Bike and Pedestrian Safety Study.

4th Ward Commissioner Judy Trombetta

Commissioner Trombetta announced that the township's Economic Recovery Payment Program to provide a \$500 payment to qualified Seniors, widows and permanently disabled individuals will be open. Individuals need to apply for the Property Rebate Program at State Representative Vitali's Office on June 3rd from 10 – 3 and June 23rd from 9:30 – 4.

Freedom Playground Maintenance Day will be held on June 3rd.

She thanked Superintendent Reusche that voters in 4-2 and 4-3 will be able to vote at the entrance of the school.

22. All Commissioners agreed to adjourn.

ORDINANCE NO. P7-2023

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 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

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 12th day of June, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

ORDINANCE NO. P8-2023

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 175-96, Schedule XXI: Fire Lanes

ESTABLISH:

At the Quarry Center, 116 W. Township Line Road

SECTION 2. That Section 175-95, Schedule Schedule XX: Special Purposes Parking Zones.

Special Parking – in front of 2051 Laurel 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 July, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**



**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO P9-2023

**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 **CELLCO PARTNERSHIP d/b/a Verizon Wireless** for certain land areas located at 2080 Old West Chester Pike, Havertown, PA subject to review by the Township Solicitor and further subject to approval of the final document by the Township Manager.

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

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

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

ADOPTED by the Township Board of Commissioners this 10th day of July, 2023.

TOWNSHIP OF HAVERFORD

By: _____
C. Lawrence Holmes, Esq, President
Board of Commissioners

Attest: _____
David R. Burman,
Township Manager/Secretary

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment"), dated this _____ day of _____, 2023, between the TOWNSHIP OF HAVERFORD, with a mailing address of 1014 Darby Road, Havertown, Pennsylvania 19083 (hereinafter, "Lessor") and CELLCO PARTNERSHIP d/b/a Verizon Wireless, a Delaware general partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097 (hereinafter, "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement ("Lease"), dated November 4, 2002, with respect to ground on which a communications facility is located at the property ("Property") known as 2080 Old West Chester Pike, Haverford Township, Delaware County, Pennsylvania. All capitalized terms used herein shall have the meanings set forth in the Lease, unless expressly set forth herein; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease to, among other things, extend the term of the Lease pursuant to the terms herein.

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2 of the Lease is hereby amended by (i) deleting the phrase "four additional terms" in the seventh line thereof and replacing same with the phrase "eight additional terms" to reflect four (4) additional Renewal Terms of five (5) years each so that the Lease shall have eight (8) Renewal Terms of five (5) years each.

2. Section 3 of the Lease is hereby amended by adding the following to the end thereof:

"Notwithstanding anything stated to the contrary in this Agreement, commencing on December 12, 2027 ("New Rent Date"), the annual rental due hereunder shall be \$24,336.00, payable in equal monthly installments of \$2,028.00, and thereafter the annual rental for each year shall be equal to 102% of the annual rental payable during the immediately preceding year, payable in equal monthly installments."

3. Section 6 of the Lease is hereby amended by deleting the "with a copy to" address for notices to Lessee.

4. This First Amendment shall be binding upon and inure to the benefit of the successors, assigns, heirs, sublessees, licensees and representatives of the parties hereto, and shall

be construed, interpreted and governed by the laws of the Commonwealth of Pennsylvania. Each of the parties hereto warrants to the other that the person or persons executing this First Amendment on behalf of such party has the full right, power and authority to enter into and execute this First Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment, including, without limitation, the mortgagee. It is hereby acknowledged that all payments made by Lessee to Lessor through and after the New Rent Date shall be applied and credited against all payments due hereunder.

5. In the event that any one or more of the provisions contained in this First Amendment shall be held to be invalid, illegal, or unenforceable in any respect, the validity, illegality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired. This First Amendment shall not be modified or amended, except by an instrument in writing executed by the parties. To the extent any provision of the Lease conflicts with the terms of this First Amendment, the terms of this First Amendment shall be deemed controlling.

6. Except as expressly modified hereby, the Lease shall remain unmodified and in full force and effect.

7. This First Amendment may be executed in any number of counterparts and electronic signatures transmitted and received via electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for this First Amendment and, shall have the same force and effect as original ink signatures, and shall bind the parties hereto.

Remainder of Page is Blank; Signatures Follow on Next Page

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date first above written.

LESSOR:
TOWNSHIP OF HAVERFORD

By: _____
Authorized Signatory

Name: _____

Title: _____

Dated: _____

LESSEE:
CELLCO PARTNERSHIP
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Dated: _____

RESOLUTION 2312 -2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund HEART RESCUE PROGRAM

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 support the public health response to the COVID-19 pandemic; and,

WHEREAS, the Board of Commissioners desires to provide financial support to efforts relating to our public health response to medical emergencies within our community; and,

WHEREAS, the Township has identified a need within our first responder efforts to issue (15) Automatic External Defibrillators (AEDs) for placement in police vehicles, and issue (25) AEDs to the Bureau of Fire for the distribution of (5) units to each of the Township's (5) volunteer fire companies; and

WHEREAS, the Township has also identified a need within our community for first responder CPR training within our organized sports leagues and volunteer fire companies to further assist in our public health response.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$71,400.00 of the Township's American Rescue Plan Fund allocation for the purchase and replacement of (40) Stryker CR2 Automatic External Defibrillators and \$10,000.00 for Haverford Township organized sports leagues and First Responders CPR Training classes.

RESOLVED THIS 12th day of June, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PA**

RESOLUTION NO. 2313-2023

**A RESOLUTION AUTHORIZING APPLICATION TO
DELAWARE COUNTY COUNCIL FOR AN ALLOCATION
OF COUNTY LIQUID FUEL TAX FUNDS IN 2023 FOR
2023 STREET LIGHT OPERATING EXPENSES**

WHEREAS, the undersigned Municipality desires to take advantage of the Act approved June 1, 1945, P.P. 1242 and as provided in the Act approved May 18, 1945, P.L. 803 permitting Counties of the Commonwealth of Pennsylvania to appropriate and expend moneys for the improvements and maintenance of State Highways and State-Aid Highways or Public Highway in any County of the Commonwealth.

THEREFORE, BE IT RESOLVED, that we, the elected officials of Haverford Township, Delaware County, Pennsylvania, in regular session assembled on this 12th day of June, 2023 do hereby make application to the County Council of Delaware County for an allocation of County Liquid Fuel Tax Funds in the amount of \$107,136.00 (2022 deferred allocation in the amount of \$53,568.00 and 2023 current year allocation in the amount of \$53,568.00) to be used toward 2023 Street Light Operating Expenses.

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

ADOPTED this 12th day of June, 2023.

HAVERFORD TOWNSHIP

C. Lawrence Holmes, Esq
President

ATTEST:

David R. Burman
Township Manager/Secretary

RESOLUTION NO. 2314-2023
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 FY 2023, Year 49 CDBG Program Action Plan 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.

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 the 49th Year CDBG 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 12th day of June 2023.

TOWNSHIP OF HAVERFORD

BY: Larry Holmes, Esq.
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 12, 2023

David R. Burman
Township Manager/Secretary

PUBLIC NOTICE

Availability of Citizen Participation Plan and 2023 CDBG Action Plan Haverford Township 2023

AVISO PÚBLICO

Disponibilidad de Plan de Participación Ciudadana y Borrador del Plan de Acción CDBG 2023
Municipio de Haverford 2023

PUBLIC공고

가용성 시민참여계획 그리고 2022년 CDBG 실행 계획 초안 하버포드 타운십 2023

- I. HUD regulations and Haverford's Citizen Participation Plan require the publication of a notice which:
 - a) States the availability of the Consolidated Plan and proposed 2023 Action Plan;
 - b) Summarizes the content; and
 - c) Gives citizens, groups or agencies the opportunity to present their views or comments on the plans

Availability

The proposed uses of funds are outlined below. Copies of the full documents will be made available upon request by emailing ajdunl@verizon.net.

Public Hearing

A public hearing will be held on Wednesday May 17, 2023 at 3PM at the Township Building, 1014 Darby Road, Havertown, PA 19083.

The final opportunity for comment or input will be at the normally scheduled monthly Commissioners meeting on June 12, 2023. After review of all comments the Action Plan will be submitted to HUD on or after June 13, 2023.

Interested parties may also submit comments to the email address ajdunl@verizon.net or call 610-352-5555 and leave a message regarding your comments along with a contact phone number and/or email. All comments must be received by June 12, 2023.

Summary

- A. The Consolidated Plan addresses and contains Haverford's Housing and Non-Housing Needs, a Housing Market Analysis, Strategies, Priorities, Objectives, and other required statements.

The purpose of the Consolidated Plan is to establish reasonable basis for housing and non-housing assistance.

- B. The Action Plan addresses the reasonable basis for housing and non-housing assistance provided to low and moderate income persons. In this regard, it details the uses of expected funds in 2023 and other required statements.
- a) CDBG \$804,564.00 from The U.S. Department of Housing & Urban Development (HUD) for housing and non-housing needs;
 - b) \$20,000 from the Delaware County Affordable Housing Trust Fund;
 - c) Program Income approximately - \$60,000

The Action Plan includes the amount of funds which will benefit persons of very low and low income and is presently estimated to be in excess of 70% as required by HUD. There are plans to minimize displacement of persons. There is **no** displacement expected or proposed.

Funds will be spent generally as follows:

| | |
|---|--------------|
| Housing Rehabilitation | \$300,500.00 |
| Homeless Assistance | \$ 20,000.00 |
| Fair Housing | \$ 2,000.00 |
| Surrey Services for Senior Citizens | \$ 20,000.00 |
| Delaware County Community Transit- Transportation services for senior citizens | \$ 10,000.00 |
| Program Administration | \$160,912.00 |
| Park & Trail Improvements Low/Mod areas | \$ 50,000.00 |
| Historic Preservation | \$ 60,000.00 |
| Accessibility Improvements | \$175,000.00 |
| Contingencies | \$ 6,152.00 |

4. The Citizen Participation Plan. This document was adopted in 1989, and amended 2021, following public hearing processes. It has been available for review, comment and revision since, including the preparation of the prior Consolidated Plans and Action Plans. Persons with disabilities who require assistance in order to participate should call the TDD number 610-853-2400 and reasonable access assistance will be provided.

David R. Burman
Township Manager

RESOLUTION NO. 2315-2023

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania always has and will support youth sports in Haverford Township; and

WHEREAS, long-term, retired 7th Ward Commissioner James McGarrity, during his tenure, was always at the forefront of all Haverford Township youth athletics.

NOW, THEREFORE BE IT RESOLVED that the Haverford Township Board of Commissioners enthusiastically endorses Brookline Baseball and Softball's request to name Field C - at Veteran's Field in honor of Jim McGarrity in recognition of his years of support for youth sports in Haverford Township and in particular his support for Brookline Baseball and Softball; and

FURTHER RESOLVED that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, officially designates Field C as

James McGarrity Field

in honor of former 7th Ward Commissioner James E. McGarrity

RESOLVED, this 12th day of June, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager**



Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN GONDEK
2ND WARD SHERLY FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDAR
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVERFORD TOWNSHIP
MEMORANDUM

DATE: June 12, 2023
TO: David R. Burman, Township Manager
FROM: Daniel Mariani, Director of Public Works
SUBJECT: 87 Octane Gasoline Bid

Description:

A total of one bid was received and opened on Tuesday, May 30, 2023. The bid was for 87 Octane Gasoline from Petroleum Traders Corporation. I recommend that the Township of Haverford select Petroleum Traders Corporation as the lowest responsible bid, to supply the Township of Haverford with 87 Octane Gasoline.

Business Information:

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804

| <u>Bid Amount:</u> | TRANSPORT | TANKWAGON |
|---------------------------|------------------|------------------|
| OPIS PHILA AVERAGE | \$2.7043 | \$2.7043 |
| FIXED DIFFERENTIAL | \$-0.0216 | +\$0.0676 |
| TOTAL PRICE | \$2.6827 | \$2.7719 |

H A V E R F O R D T O W N S H I P
M E M O R A N D U M

DATE: May 26, 2023
TO: David R. Burman, Township Manager
FROM: Daniel Mariani, Director of Public Works
SUBJECT: Asphalt Maintenance of Parking Lots

Description:

Sealcoating is necessary for routine maintenance, as it protects the asphalt surface and prevents major cracks or holes from forming. Seal coating preserves the black finish by protecting it from extensive oxidation.

Funding for this project will come from the public works operating budget.

Public Works:

- Seal Coat the Haverford Township Administration Building Parking Lot
- Seal Coat Haverford Police Station Parking Lot

Contractor:

H&B Driveway Resealing, LLC
2780 Morris Road
Ardmore, PA 19003
610-649-1385
Hbresealing@aol.com

Price:

\$22,400.00

H&B DRIVEWAY RESEALING, LLC

HIC# PA051754

2728 MORRIS ROAD
ARDMORE, PA 19003
610-649-1385
HBRESEALING@AOL.COM

Dan Perri/Facilities Superintendent/Proposal#012501051701AA
Township of Haverford
1014 Darby Rd.
Havertown, PA 19083

05/17/23

Re: Asphalt Maintenance-Lots for the Haverford Township Municipal Building and Police Station

SEAL COAT PARKING LOTS - Clean and seal coat parking lots with Commercial Grade Coal Tar Concentrate Sealer(Sealmaster) which includes sand. **\$22,400.00**
Sealer to be **SPRAY APPLIED**. Cleaning includes trimming back grass edges to expose asphalt, and sweeping/power blowing dirt and debris from driveway.
If power washing with water is needed, a separate charge will be shown in this proposal. **N/A**
If needed, oil spot primer shall be applied to fresh heavy oil spills, to guard against the oil stain bleeding through the seal coat. There will also be a separate charge shown for the oil spot primer application. **N/A**

Striping **N/A**
(Not Applicable)
CRACK FILLING – Includes cracks up to 1/2” wide, depending on surrounding area. It is recommended that these cracks be filled before seal coating, but it should be noted that crack filling is a temporary repair, which must be periodically redone for best results. This service does not include seams/cracks along edges of the driveway and may not include larger patches of “alligator/spider cracks” where asphalt is broken/falling apart. **Hot Cracks** **N/A**
(Not Applicable)
*PLEASE NOTE: This application will be visible through the final sealer. The only way for the cracks not to be visible is through asphalt replacement.

Payments due in 3 Installments- Please make checks payable to H & B DRIVEWAY RESEALING,LLC Total Due: \$22,400.00
1st Installment due-At agreement of proposal/\$7466.66/2nd Installment due at Start of work \$7466.66/3rd Installment due at completion of work \$7466.68

Henry H. Bond III

Please note* Prices could change during the 2023 season due to increase in material/transportation costs. There will be an additional fee for any work that is requested/completed that is not included on this proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. _____ (Signature)
_____ (Date)

H & B will not be held responsible for damage of sealer during initial curing time (48 hours after application) due to pop-up showers, dirt, mud, cold temperatures, lawn chemicals, mulch stains, sprinklers, water from gutters/air conditioners, animal, foot, or vehicle traffic. H & B is not responsible for any sealer that may get on garage doors, any part of the house, buildings, hardscaping or landscaping, or sidewalks due to pop up showers or anything else listed here. There will be a fee charged if the driveway has to be resealed or touched up again including a cost to redo the crack filling/patch work after the initial sealing due to pop up showers or any other factors listed here during the curing time or after that time.
H & B will not be responsible for damage due to standing water, dirt, mud, water from gutters/air conditioners, physical damage, cold temperatures, snow plows/snow removal, tire chains, gas, oil, chemicals, mulch stains, or antifreeze spills. H & B is not responsible for areas directly beneath overhanging trees as they may not maintain uniform coverage due to heavy tree sap in the asphalt which prevents long term sealer adhesion. H & B is not responsible for any sealer that might get on garage doors, any part of the house, buildings, hardscaping, landscaping, and sidewalks due to pop up showers or anything else listed here during and after the curing time. Expect to see some tire marks, possibly for several weeks, after seal coating is done. This is especially true in the heat of the summer. This is normal and they will go away on their own. Please note that we are not responsible for moving basketball stands. We will just seal around the stands. If water sits or flows down a portion of the driveway, the sealer may wear down faster. If the driveway has white stone prior to sealing it, you may see the white stone before a year after it has been sealed. It is recommended to seal a white stoned driveway back to back years. A newly paved driveway or a driveway that has not been sealed for a long time may need to be sealed again the following year for best results and to protect it from damage caused by weather, road chemicals and salt.



One Beat Medical
 3151 Executive Way
 Miramar FL 33025
 United States

Quote

#QUO23083

05/03/2023

Bill To

Haverford Township
 1014 Darby Rd.
 Havertown PA 19083
 United States

Ship To

Haverford Township
 1014 Darby Rd.
 Havertown PA 19083
 United States

TOTAL

\$71,400.00

Expires: 06/02/2023

Expires

06/02/2023

Exp. Close

05/14/2023

Shipping Attention

Shipping Method

FedEx Ground

Sales Rep

Basil Arena

Sales Rep Email

basil.arena@onebeatmedical.com

Sales Rep Phone

| QTY | Item | Options | Rate | Amount |
|-----|--|---------|------------|-------------|
| 40 | CR2 99512-001262 LPCR2 Semi-automatic, WIFI, English, Handle | | \$1,785.00 | \$71,400.00 |
| 40 | OBC-FRK Fast Response Kit - obc | | \$0.00 | \$0.00 |

| | |
|-----------------------|-------------|
| Subtotal | \$71,400.00 |
| Shipping Costs | \$0.00 |
| Tax Total (%) | |
| Total | \$71,400.00 |



QUO23083



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

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVT 0307

June 7, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Skatium Chiller Replacement
General Contract No. SK-8**

Dear Mr. Burman:

The bids for the above referenced contract were received on Friday, June 02, 2023, at 1:00 p.m. The low bidder was Elliot-Lewis Corporation of Philadelphia, PA with a base bid amount of \$687,400.00, and add alternates totaling \$190,300.00. We have worked with Elliot-Lewis Corporation. in the past and have found their work to be satisfactory.

We recommend the Township consider awarding the base bid plus add alternate 8-2 (Replacement of Existing Chilled Water Pumps) to Elliot-Lewis Corporation in the low bid amount of \$804,900.00 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: Aimee Cuthbertson, Assistant Township Manager

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The Township of Haverford
Tabulation of Bids Received Until 1:00 PM
Prevailing Time on June 02, 2023

SKATIUM CHILLER REPLACEMENT
CONTRACT NO. SK-8 - General

| | | Elliot-Lewis Corporation 2900 Black Lake Place Philadelphia, PA 19164 | | GEM Mechanical Services, Inc. 5101 Birney Highway Aston, PA 19014 | | McCloskey Mechanical Contractors Inc. 445 Lower Landing Road Blackwood, NJ 08012 | | |
|--|-------------------------|---|---------------------|---|---------------------|--|---------------------|---------------|
| ITEM NO. | ESTIMATED QUANTITY/UNIT | DESCRIPTION | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 8-1 | 1 LS | Removal and Replacement of Existing Chiller Units | \$ 687,400.00 | \$ 687,400.00 | \$ 710,000.00 | \$ 710,000.00 | \$ 795,389.00 | \$ 795,389.00 |
| TOTAL BID FOR CONTRACT NO. SK-8 | | | \$687,400.00 | | \$710,000.00 | | \$795,389.00 | |
| Bid Security | | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | |
| Acknowledge Addendum No. 1 | | | Yes | | Yes | | Yes | |
| Acknowledge Addendum No. 2 | | | Yes | | Yes | | Yes | |
| Alternate | | | | | | | | |
| 8-2 | 1 LS | Replacement of Existing Chilled Water Pumps | \$ 117,500.00 | \$ 117,500.00 | \$ 95,000.00 | \$ 95,000.00 | \$ 127,549.00 | \$ 127,549.00 |
| 8-3 | 1 LS | Replacement of Existing Condenser Water Pumps | \$ 72,800.00 | \$ 72,800.00 | \$ 90,000.00 | \$ 90,000.00 | \$ 62,440.00 | \$ 62,440.00 |
| TOTAL BID WITH ALTERNATES | | | \$877,700.00 | | \$895,000.00 | | \$985,378.00 | |

We Declare this to be a true Tabulation of Bids
Received on June 02, 2023 by the Township of Haverford
for Contract No. SK-8 Skatium Chiller Replacement-General

PENNONI ASSOCIATES INC.

David Pennoni
David Pennoni, P.E., PENNA.REG.NO. 039235-E



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

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
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7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVT 0307

June 7, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Skatium Chiller Replacement
Electrical Contract No. SK-8A**

Dear Mr. Burman:

The bids for the above referenced contract were received on Friday, June 02, 2023, at 1:00 p.m. The low bidder was AJM Electric, Inc. of Chester Township, PA with a base bid amount of \$25,885.00, and add alternates totaling \$42,980.00. We have worked with AJM Electric, Inc. in the past and have found their work to be satisfactory.

We recommend the Township consider awarding the base bid plus add alternate 8A-2 (Electrical Modifications for Replacement of Chilled Water Pumps) to AJM Electric, Inc. in the amount of \$44,375.00 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: Aimee Cuthbertson, Assistant Township Manager

\\pennoni.com\data\Accounts\HAVTT\HAVT0307 - Skatium - Chiller Replacement\CONSTRUCTION\BID\Bid Tab Ltr (HAVTT0307 Electrical).docx

The Township of Haverford
 Tabulation of Bids Received Until 1:00 PM
 Prevailing Time on June 02, 2023

SKATIUM CHILLER REPLACEMENT
 CONTRACT NO. SK-8A - ELECTRICAL

| | | AJM Electric, Inc. 2333 Concord Road Chester Township, PA 19013 | | McGoldrick Electric, Inc. 2406 Hirst Terrace Havertown, PA 19083 | | Schipsel Electric LLC 580 Lancaster Ave Unit #120 Malvern, PA 19355 | | A.N. Lynch Co., Inc. 122 Finkblner Rd Spring City, PA 19475 | | |
|---|-------------------------|---|--------------------|--|--------------------|--|--------------------|---|---------------------|--------------|
| ITEM NO. | ESTIMATED QUANTITY/UNIT | DESCRIPTION | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 8A-1 | 1 LS | Electrical Modifications for Replacement of Chiller Units | \$ 25,885.00 | \$ 25,885.00 | \$ 31,500.00 | \$ 31,500.00 | \$ 41,327.00 | \$ 41,327.00 | \$ 69,000.00 | \$ 69,000.00 |
| TOTAL BID FOR CONTRACT NO. SK-8A | | | \$25,885.00 | | \$31,500.00 | | \$41,327.00 | | \$69,000.00 | |
| Bid Security | | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | |
| Acknowledge Addendum No. 1 | | | Yes | | Yes | | Yes | | Yes | |
| Acknowledge Addendum No. 2 | | | Yes | | Yes | | Yes | | Yes | |
| Alternate | | | | | | | | | | |
| 8A-2 | 1 LS | Electrical Modifications for Replacement of Chilled Water Pumps | \$ 18,490.00 | \$ 18,490.00 | \$ 19,750.00 | \$ 19,750.00 | \$ 13,715.00 | \$ 13,715.00 | \$ 43,000.00 | \$ 43,000.00 |
| 8A-3 | 1 LS | Electrical Modifications for Replacement of Condenser Water Pumps | \$ 24,480.00 | \$ 24,480.00 | \$ 19,750.00 | \$ 19,750.00 | \$ 13,715.00 | \$ 13,715.00 | \$ 40,000.00 | \$ 40,000.00 |
| TOTAL BID WITH ALTERNATES | | | \$68,855.00 | | \$71,000.00 | | \$68,757.00 | | \$162,000.00 | |

We Declare this to be a true Tabulation of Bids
 Received on June 02, 2023 by the Township of Haverford
 for Contract No. SK-8A Skatium Chiller Replacement-Electrical

PENNONI ASSOCIATES INC.

David Pennoni
 David Pennoni, P.E., PENNA.REG.NO. 039235-E

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JUNE 12, 2023 AT 7:00 PM**

MINUTES

1. **Opening of Meeting** – C. Lawrence Holmes, President, opened the meeting.
 - a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, John Walko, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Police Chief John Viola, Paramedic Chief Jim McCans, Brian Barrett, Parks & Recreation Director and Chuck Faulkner, Pennoni Associates.

- b. **Pledge of Allegiance**

* The Board met in Executive Session on May 23rd to discuss legal matters

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

Rosalind Spiegel – HRC Member – promoted the Juneteenth Proclamation

Jake Swann – Brynford Civic Association – Spoke on the Polo Field and thanked Commissioner Cavender and Dave Burman

Chris Bobbitt – Cedarbrook Road – Spoke in support of renaming Field C to Jim McGarrity Field.

END OF REGISTERED

Open Forum

Kathy Dawson – 3rd Ward resident – Spoke on the Board’s recognition of Juneteenth.

Jen Kergerese – Ralston Avenue – Spoke in favor of supporting June as Pride Month

Commissioner Holmes thanked everyone for their comments.

3. **Proclamation**: Juneteenth – National Freedom Day – presented by Commissioner Quinn
Pride Month – presented by Commissioner Forste-Grupp
4. **Bureau of Fire Update** – presented by Commissioner Wechsler
5. **Township Auditor Update** – Mr. Anderson reviewed the warrants and disbursements and found no irregularities.

6. David R. Burman – Township Manager Update

Township Manager David Burman shared an update on the utility work that we learned about earlier this year. In the 6th Ward, Aqua will begin a project in the Cricket neighborhood. In the 8th Ward, Aqua is working in the vicinity of Glendale Road, Norman Road, Leedom Road, and Treaty Road. In the 4th Ward, PECO is continuing their work in the Lynnewood Park neighborhood. Aqua PA is expected to conclude their project on Lawrence Road by the end of the month. On or around June 26, PECO will begin a project on Darby Road

Ms. Oulihan, Administrator for the Home Improvement Program highlighted tonight's 2023 CDBG HUD Action Plan Application

7. Approval of Minutes Regular Meeting Minutes of May 8, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Gondek to approve the Regular Meeting Minutes of May 8, 2023

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

Commissioner Holmes abstained.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #6-2023 totaling \$7,505,508.90

General & Sewer fund Payroll for May 11, 2023 in the amount of \$768,475.47
General & Sewer fund Payroll for May 25, 2023 in the amount of \$1,068,024.62
General & Sewer fund Payroll for June 8, 2023 in the amount of \$760,468.33
General Fund disbursements #6-2023 in the amount of \$1,299,589.09
Sewer Fund disbursements #6-2023 in the amount of \$547,593.73
Community Development Block Grant Fund disbursement #6-2023
in the amount of \$40,285.36
Capital Projects Fund disbursement #6-2023 in the amount of \$93,165.43
American Rescue Plan Fund disbursement #6-2023 in the amount of \$99,962.98

DEBT SERVICE – 2018 SERIES BONDS in the amount of \$2,349,723.75
DEBT SERVICE – 2020 SERIES BONDS in the amount of \$376,246.25
DEBT SERVICE – 2021 SERIES BONDS in the amount of \$86,649.09
Credit Card Statement ending May 27, 2023 in the amount of \$15,324.80

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

9. Tax Assessment Stipulations

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 3521 Darby Road, Haverford Township (D.C. Folio #22-05-00224-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008693 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 510 Railroad Avenue, Haverford Township (D.C. Folio #22-04-00632-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008631 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Motion made by Commissioner McCloskey 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 40 Whitemarsh Road, Haverford Township (D.C. Folio #22-03-02223-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008706 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

10. Ordinance No. P7-2023 Traffic (2nd Reading)

Motion made by Commissioner Cavender and seconded by Trombetta to adopt the second reading of Ordinance No. P7-2023 establishing traffic restrictions:

Section 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

11. Ordinance No. P8-2023 Traffic (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P8-2023 establishing traffic restrictions:

ESTABLISH

Fire Lane - At the Quarry Center, 116 W. Township Line Road

Special Parking – in front of 2051 Laurel Road

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

12. Ordinance No. P9-2023 Amend Ground Lease at 2080 Old West Chester Pike Cellco Partnership d/b/a Verizon Wireless (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P9-2023 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.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

13. Resolution No. 2312-2023 American Rescue Plan Act (ARPA) – Heart Rescue Program

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to adopt Resolution No. 2312-2023, that the Board of Commissioners of Haverford Township hereby approves the use of \$71,400.00 of the Township’s American Rescue Plan Fund allocation for the purchase and replacement of (40) Stryker CR2 Automatic External Defibrillators and \$10,000 for Haverford Township organized sports leagues and First Responders CPR Training classes.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

14. Resolution No. 2313-2023 County Aid – Liquid Fuels Tax Funds

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt Resolution No. 2313-2023 approving a resolution authorizing application to Delaware

County-County Council for an allocation of county liquid fuel tax funds in 2023 for 2023 street light operating expenses.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

15. Resolution No. 2314-2023 Approval of the 2023 CDBG HUD Action Plan Application

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve Resolution #2314-2023, Submission of Community Development Action Plan Application for submission to the US Department of Housing & Urban Development for funding.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

16. Resolution No. 2315-2023 Renaming Field C at Veterans Field in Honor of Former 7th Ward Commissioner Jim McGarrity

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2315-2023 Renaming Field C at Veterans Field in Honor of Former 7th Ward Commissioner Jim McGarrity.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

17. Contract Awards/Purchases

Public Works Department

Fuel – 87 Octane Gasoline

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to approve a contract with Petroleum Traders Corporation, Fort Wayne, IN, for 87 Octane Gasoline, in the amount of \$2.6827/transport and \$2.7719/Tankwagon per gallon; submitting the only responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Asphalt Maintenance of Parking Lots – 1010 and 1014 Darby Road

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize H & B Driveway and Resealing, Ardmore, PA, to seal coat 1010 and 1014 Darby Road parking lots, in the amount of \$22,400.00; submitting the lowest responsible quote.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Emergency Medical Services - Paramedic Department

Automatic External Defibrillators

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of 40 Stryker CR2 Automatic External Defibrillators from One Beat Medical, Miramar, FL, under Business partner number: 0000548043, IEN: 832668948, in the amount of \$71,400.00.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Skatium

Skatium Chiller replacement and Electric Installation

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to award the Skatium Chiller replacement to Elliot-Lewis, Philadelphia, PA, in the amount of \$804,900.00; submitting the lowest responsible bid.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to award the Skatium Chiller Electrical installation to AJM Electric, Chester Township, PA, in the amount of \$44,375.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

18. Continuation of Citizen's Forum for Non-Agenda Items – No one spoke

19. New business – No new business to announce

20. Other business

1st Ward Commissioner Brian Gondek, Esq.

Commissioner Gondek congratulated all graduates. He also reminded everyone to be careful with fireworks. West Gate Hills Bike Parade will be on July 4th beginning at 11 a.m.

Rep. Vitali's staff will be at Surrey Services, Broomall, on June 23rd to sign up individuals for the Property Rebate Program beginning at 9:30 a.m.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D.

Commissioner Forste-Grupp also congratulated all graduates. She announced that the Library will begin their summer programs...continue to learn.

3rd Ward Commissioner Kevin McCloskey, Esq.

Commissioner McCloskey also congratulated all the graduates and teachers.

Many events will take place in the 3rd Ward parks on the 4th of July.

June 24th is the E-Waste Collection from 9 – 1.

June 16th will be the first Library's Sounds of Summer at Merwood Park.

Kelly Music Festival had an outstanding Irish Festival Event.

5th Ward Commissioner Laura Cavender

Commissioner Cavender thanked the HRC for coming to tonight's meeting. Your group is bringing important issues before the board.

She thanked Jake Swann and the Brynford Civic Association for their input. This has been an 18-month process.

She wished all father's a Happy Father's day.

7th Ward Commissioner – Conor Quinn

Commissioner Quinn stated that the new Police Crime Alert is now up.

August 1st will be Night Out from 6 – 9 in this parking lot.

8th Ward Commissioner Gerard T. Hart, M.D.

There will be a Brookline Park Meeting on June 29th at 7 p.m. at the CREC.

There will be an open Penfield Civic Association Zoom Meeting on June 14th.

The annual 4th of July Bike Parade will begin at 9:30 a.m. at the Grange.

Ann's Race for Pancreatic Cancer will be on June 14th 7 p.m. beginning at the CREC.

9TH Ward Commissioner William F. Wechsler

The Hilltop Civic Association will hold their annual Bike Parade. They are always looking for volunteers.

The E-Waste collection is a wonderful program. The company the township uses is PAR. They employ previously incarcerated males and females.

4th Ward Commissioner – Judy Trombetta

Commissioner Trombetta recognized all the organizations and volunteers that are involved in township events: Freedom Playground Maintenance Day, the Heritage Festival, Discover Haverford Food Truck Event and the Kelly Music Festival.

She announced that she and Commissioner Holmes will be at the Dunk Tank on the 4th of July at Paddock Park at 12:30. She also stated that she and Commissioner Quinn helped raise \$1,353 while bartending (fundraising) at the Yard Pub for Discover Haverford.

6th Ward Commissioner - Larry Holmes, Esq.

Commissioner Holmes also congratulated all graduates; including his daughter from Villanova and his son from Carroll.

The annual Bike Parade will begin at Chestnutwald at 10 a.m. and will end at Elwell Field.

He recognized the hanging of the Pride Flag – “We can be proud as a township”.

He memorialized the passing of township resident and veteran, Joe Breslin. He remembers Mr. Breslin also attending township meetings and being very vocal. He told government what they needed to hear.

All Commissioners agreed to adjourn.

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JULY 10, 2023 AT 7:00 PM**

1. Opening of Meeting

- a. Roll Call
- b. Pledge of Allegiance

2. Appointments

Human Resources Department – Director

Motion: to approve Township Manager’s appointment of Lori Chase as Haverford Township Director of Human Resources.

Voting order 1 2 3 5 7 8 9 4 6

Police Department – Entry Level Police Officer

Motion: to appoint _____ as a Haverford Township Entry Level Police Officer.

Voting order 1 2 3 5 7 8 9 4 6

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

4. Update by Eileen Mottola - June 14, 2023 Trail Run - funds raised for Pancreatic Cancer Research

5. Police Chiefs Update

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 12, 2023

Motion: to approve the Regular Meeting Minutes of June 12, 2023.

Voting order 1 2 3 5 7 8 9 4 6

10. Approval of Warrants

Motion: to approve the following warrant #7-2023 totaling \$4,260,984.63

General & Sewer fund Payroll for June 22, 2023 in the amount of \$775,987.57

General & Sewer fund Payroll for July 6, 2023 in the amount of \$736,438.92

General Fund disbursements #7-2023 in the amount of \$1,735,759.21

Sewer Fund disbursements #7-2023 in the amount of \$118,164.36

Community Development Block Grant Fund disbursement #7-2023

in the amount of \$44,415.31

Capital Projects Fund disbursement #7-2023 in the amount of \$553,388.47

American Rescue Plan Fund in the amount of \$275,242.52

Credit Card Statement ending June 27, 2023 in the amount of \$21,588.27

Voting order 1 2 3 5 7 8 9 4 6

11. Tax Assessment Stipulations

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 350 Harvest Lane, Haverford Township (D.C. Folio #22-04-00668-00) pending in the Court of Common Pleas of Delaware County, No. 2022-009221 and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 101 Grove Place, Haverford Township (D.C. Folio #22-08-00465-00) pending in the Court of Common Pleas of Delaware County, No. 2022-009259 and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 5 7 8 9 4 6

12. Ordinance No. P8-2023 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P8-2023 establishing traffic restrictions on the following highways:

ESTABLISH

Fire Lane - At the Quarry Center, 116 W. Township Line Road

Special Parking – in front of 2051 Laurel Road

Voting order 1 2 3 5 7 8 9 4 6

13. Ordinance No. P9-2023 Amend Ground Lease at 2080 Old West Chester Pike Cellco Partnership d/b/a Verizon Wireless (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P9-2023 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.

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2316-2023 PADOT – Traffic Signal Maintenance Agreement

Motion: to adopt Resolution No. 2316-2023 that the Township Manager of Haverford Township is authorized and directed to sign the attached Traffic Signal Maintenance Agreement and any future modifications thereto, and to submit said Agreement and future amendments either in writing or via electronic signature to the Pennsylvania Department of Transportation.

Voting order 1 2 3 5 7 8 9 4 6

15. Resolution No. 2317-2023 2023 Hazard Vulnerability Assessment and Mitigation Plan Update

Motion: to adopt Resolution No. 2317-2023 approving the Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the Township of Haverford and The respective officials and agencies identified in the implementation strategy of the Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2318-2023 Land Development Application – Library Expansion

Motion: to adopt Resolution No. 2318-2023 approving the Preliminary/Final Land Development for Haverford Township Free Library, for the property located at 1601 Darby Road, Haverford Township, Delaware County, and known as D.C. Folio No. 22-07-00328-00, has been submitted to construct a 5,044 square foot second floor addition over the existing parking lot, along with associated site improvements and stormwater management. This project is subject to Delaware County Court of Common Pleas Stipulation No CV-2021-009064, and is an identified Haverford Township Historic Resource (Survey No. 045-HA-077.) The subject property is located within the INS-Institutional Zoning District, and is located in the 7th Ward. The aforesaid plans were prepared by Momenee, Inc., of Bryn Mawr, PA, 19010, dated April 3, 2023, and last revised on May 18 and approving 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 of a preliminary plan and a final plan.**
- b. §160-4.E(5)[e](3) regarding property lines and names within 200 feet of the property.**

- c. §160-4.E(5)[e](4) regarding owners of storm sewer and public water and maintenance of the same within 400 feet of the property.
- d. .§78-34 regarding the requirement for groundwater recharge.
- e. §160-5.B(3)[j] regarding the minimum required cartway width of 27 feet.
- f. §160-5.B(6) regarding shade trees being installed a minimum of six (6) feet from the inside edge of the sidewalk.

Voting order 1 2 3 5 7 8 9 4 6

17. Resolution No. 2319-2023 ARPA Purchase – Emergency Medical Services

Motion: to adopt Resolution No. 2319-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$33,670.20 of the Township’s American Rescue Plan Fund allocation for the purchase of (2) Stryker Xpedition stair chairs.

Voting order 1 2 3 5 7 8 9 4 6

18. Resolution No. 2320-2023 ARPA – Women & Minority Business Enterprises Economic Development Grant Program

Motion: to adopt Resolution No. 2320-2023 creating the Women & Minority Business Enterprises Economic Development Grant Program to be funded through monies received from the American Rescue Plan Act at an amount not to exceed \$101,000.

Voting order 1 2 3 5 7 8 9 4 6

19. Resolution No. 2321-2023 ARPA Purchase – Playground Equipment

Motion: to adopt Resolution No. 2321-2023 the Board of Commissioners has identified Haverford Township Parks Department purchase of new playground equipment within the adopted 2023 budget and the 2023 capital improvement plan; and that the Board of Commissioners of Haverford Township hereby approves the use of \$55,373.00 of the Township’s American Rescue Plan Fund allocation for the purchase of playground equipment in Carroll Park, Foster Tract Park, Lynnewood Park, and Westgate Park.

Voting order 1 2 3 5 7 8 9 4 6

20. Access Agreement for Environmental Delineation / Characterization Work along West Avenue

Motion: to adopt an Access Agreement for Environmental Delineation / Characterization Work along West Avenue.

Voting order 1 2 3 5 7 8 9 4 6

21. Purchases

EMS

Paramedic Department

Evacuation Chairs

Motion: to authorize the purchase of two 6257 Xpedition Evacuation Chairs from Stryker Medical, Chicago, IL, in the amount of \$33,670.20.

To be purchased with ARPA money.

Voting order 1 2 3 5 7 8 9 4 6

Police Department

Motion: to authorize the Police Department to purchase and implement the Infoshare Law Enforcement Records System, from Computer Square, Inc., Keasbey, NJ, in the amount of \$212,227.50. Funded by the Crime and Delinquency Grant.

Voting order 1 2 3 5 7 8 9 4 6

Parks & Recreation Department – Playground Equipment

Motion: to authorize the purchase of the following playground equipment for Carroll Park, Foster Tract Park, Lynnewood Park and Westgate Park, from George Ely Associates, Inc., under Co-Stars #PA DGS014-E23-299:

Carroll Park total \$16,430

Replace the existing composite with the Challenger Play structure #350-1812 on sale for \$16,430.

Foster Tract Park total \$1,2083

- **Rockblocks Climbing Wall on sale for \$4796.**
- **Flower Climber on sale for \$1595.**
- **2 Cozy Cocoon Spinners on sale for \$2846 each. (\$5692).**

Lynnewood Park total \$11,895

Remove the existing preschool composite and replacing with Challenger Play structure #350-2161 on sale for \$11,895.

Westgate Park total \$14,965

Remove a pre-school composite and replace with Challenger Play structure #350-2161 for \$11,895 and a freestanding Garden Crawl Tunnel priced at \$2805 with freight and shipping of \$265.

The total is \$55,373 from George Ely Associates, Inc. The funding for this purchase will be with ARPA monies.

Voting order 1 2 3 5 7 8 9 4 6

22. Contract Awards

Public Works Department

Pole Painting

Motion: to enter into a contract with Bryn Mawr Property Management, LLC, Bryn Mawr, PA, to paint one-hundred poles in the Township of Haverford, in the amount of \$18,999.00; submitting the lowest responsible quote.

Voting order 1 2 3 5 7 8 9 4 6

Public Works

Raymond Drive Basin

Motion: to award the Raymond Drive Basin Rehabilitation Contract to DePaul and Company, Plymouth Meeting, PA, in the amount of \$249,376.00; submitting the lowest responsible bid.

Voting order 1 2 3 5 7 8 9 4 6

Parks and Recreation Department

Approval for Professional Services – Compost and Food Waste Reduction Program

Motion: to enter into a Professional Services Contract with KRF Environmental, LLC, Havertown, PA, in the amount of \$18,600.00, for the purpose of organizing and coordinating, data gathering, report writing, insurance and presentation.

Voting order 1 2 3 5 7 8 9 4 6

23. Continuation of Citizen’s Forum for Non-Agenda Items

24. New business

25. Other business

26. Adjourn

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, JUNE 12, 2023 AT 7:00 PM**

MINUTES

1. **Opening of Meeting** – C. Lawrence Holmes, President, opened the meeting.
 - a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, John Walko, Esquire, Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Police Chief John Viola, Paramedic Chief Jim McCans, Brian Barrett, Parks & Recreation Director and Chuck Faulkner, Pennoni Associates.

- b. **Pledge of Allegiance**

* The Board met in Executive Session on May 23rd to discuss legal matters

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

Rosalind Spiegel – HRC Member – promoted the Juneteenth Proclamation

Jake Swann – Brynford Civic Association – Spoke on the Polo Field and thanked Commissioner Cavender and Dave Burman

Chris Bobbitt – Cedarbrook Road – Spoke in support of renaming Field C to Jim McGarrity Field.

END OF REGISTERED

Open Forum

Kathy Dawson – 3rd Ward resident – Spoke on the Board's recognition of Juneteenth.

Jen Kergereese – Ralston Avenue – Spoke in favor of supporting June as Pride Month

Commissioner Holmes thanked everyone for their comments.

3. **Proclamation: Juneteenth** – National Freedom Day – presented by Commissioner Quinn
Pride Month – presented by Commissioner Forste-Grupp
4. **Bureau of Fire Update** – presented by Commissioner Wechsler
5. **Township Auditor Update** – Mr. Anderson reviewed the warrants and disbursements and found no irregularities.

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Pride Month – presented by Commissioner Forste-Grupp**

- 4. Bureau of Fire Update – presented by Commissioner Wechsler**

- 5. Township Auditor Update – Mr. Anderson reviewed the warrants and disbursements and found no irregularities.**

6. David R. Burman – Township Manager Update

Township Manager David Burman shared an update on the utility work that we learned about earlier this year. In the 6th Ward, Aqua will begin a project in the Cricket neighborhood. In the 8th Ward, Aqua is working in the vicinity of Glendale Road, Norman Road, Leedom Road, and Treaty Road. In the 4th Ward, PECO is continuing their work in the Lynnewood Park neighborhood. Aqua PA is expected to conclude their project on Lawrence Road by the end of the month. On or around June 26, PECO will begin a project on Darby Road

Ms. Oulihan, Administrator for the Home Improvement Program highlighted tonight's 2023 CDBG HUD Action Plan Application

7. Approval of Minutes Regular Meeting Minutes of May 8, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Gondek to approve the Regular Meeting Minutes of May 8, 2023

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

Commissioner Holmes abstained.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #6-2023 totaling \$7,505,508.90

General & Sewer fund Payroll for May 11, 2023 in the amount of \$768,475.47
General & Sewer fund Payroll for May 25, 2023 in the amount of \$1,068,024.62
General & Sewer fund Payroll for June 8, 2023 in the amount of \$760,468.33
General Fund disbursements #6-2023 in the amount of \$1,299,589.09
Sewer Fund disbursements #6-2023 in the amount of \$547,593.73
Community Development Block Grant Fund disbursement #6-2023
in the amount of \$40,285.36
Capital Projects Fund disbursement #6-2023 in the amount of \$93,165.43
American Rescue Plan Fund disbursement #6-2023 in the amount of \$99,962.98

DEBT SERVICE – 2018 SERIES BONDS in the amount of \$2,349,723.75
DEBT SERVICE – 2020 SERIES BONDS in the amount of \$376,246.25
DEBT SERVICE – 2021 SERIES BONDS in the amount of \$86,649.09
Credit Card Statement ending May 27, 2023 in the amount of \$15,324.80

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

9. Tax Assessment Stipulations

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 3521 Darby Road, Haverford Township (D.C. Folio #22-05-00224-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008693 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 510 Railroad Avenue, Haverford Township (D.C. Folio #22-04-00632-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008631 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Motion made by Commissioner McCloskey 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 40 Whitmarsh Road, Haverford Township (D.C. Folio #22-03-02223-00) pending in the Court of Common Pleas of Delaware County, No. 2022-008706 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

10. Ordinance No. P7-2023 Traffic (2nd Reading)

Motion made by Commissioner Cavender and seconded by Trombetta to adopt the second reading of Ordinance No. P7-2023 establishing traffic restrictions:

Section 175-78, Schedule III: One-Way Highways

Panmure Road, from Buck Lane to E. Railroad Avenue (southbound)

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

11. Ordinance No. P8-2023 Traffic (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P8-2023 establishing traffic restrictions:

ESTABLISH

Fire Lane - At the Quarry Center, 116 W. Township Line Road

Special Parking – in front of 2051 Laurel Road

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

**12. Ordinance No. P9-2023 Amend Ground Lease at 2080 Old West Chester Pike
Cellco Partnership d/b/a Verizon Wireless (1st Reading)**

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt the first reading of Ordinance No. P9-2023 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.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

13. Resolution No. 2312-2023 American Rescue Plan Act (ARPA) – Heart Rescue Program

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to adopt Resolution No. 2312-2023, that the Board of Commissioners of Haverford Township hereby approves the use of \$71,400.00 of the Township’s American Rescue Plan Fund allocation for the purchase and replacement of (40) Stryker CR2 Automatic External Defibrillators and \$10,000 for Haverford Township organized sports leagues and First Responders CPR Training classes.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

14. Resolution No. 2313-2023 County Aid – Liquid Fuels Tax Funds

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt Resolution No. 2313-2023 approving a resolution authorizing application to Delaware

County-County Council for an allocation of county liquid fuel tax funds in 2023 for 2023 street light operating expenses.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

15. Resolution No. 2314-2023 Approval of the 2023 CDBG HUD Action Plan Application

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve Resolution #2314-2023, Submission of Community Development Action Plan Application for submission to the US Department of Housing & Urban Development for funding.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

16. Resolution No. 2315-2023 Renaming Field C at Veterans Field in Honor of Former 7th Ward Commissioner Jim McGarrity

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2315-2023 Renaming Field C at Veterans Field in Honor of Former 7th Ward Commissioner Jim McGarrity.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

17. Contract Awards/Purchases

Public Works Department

Fuel – 87 Octane Gasoline

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to approve a contract with Petroleum Traders Corporation, Fort Wayne, IN, for 87 Octane Gasoline, in the amount of \$2.6827/transport and \$2.7719/Tankwagon per gallon; submitting the only responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Asphalt Maintenance of Parking Lots – 1010 and 1014 Darby Road

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize H & B Driveway and Resealing, Ardmore, PA, to seal coat 1010 and 1014 Darby Road parking lots, in the amount of \$22,400.00; submitting the lowest responsible quote.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Emergency Medical Services - Paramedic Department

Automatic External Defibrillators

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of 40 Stryker CR2 Automatic External Defibrillators from One Beat Medical, Miramar, FL, under Business partner number: 0000548043, IEN: 832668948, in the amount of \$71,400.00.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Skatium

Skatium Chiller replacement and Electric Installation

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to award the Skatium Chiller replacement to Elliot-Lewis, Philadelphia, PA, in the amount of \$804,900.00; submitting the lowest responsible bid.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to award the Skatium Chiller Electrical installation to AJM Electric, Chester Township, PA, in the amount of \$44,375.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes

18. Continuation of Citizen's Forum for Non-Agenda Items – No one spoke

19. New business – No new business to announce

20. Other business

1st Ward Commissioner Brian Gondek, Esq.

Commissioner Gondek congratulated all graduates. He also reminded everyone to be careful with fireworks. West Gate Hills Bike Parade will be on July 4th beginning at 11 a.m.

Rep. Vitali's staff will be at Surrey Services, Broomall, on June 23rd to sign up individuals for the Property Rebate Program beginning at 9:30 a.m.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D.

Commissioner Forste-Grupp also congratulated all graduates. She announced that the Library will begin their summer programs...continue to learn.

3rd Ward Commissioner Kevin McCloskey, Esq.

Commissioner McCloskey also congratulated all the graduates and teachers.

Many events will take place in the 3rd Ward parks on the 4th of July.

June 24th is the E-Waste Collection from 9 – 1.

June 16th will be the first Library's Sounds of Summer at Merwood Park.

Kelly Music Festival had an outstanding Irish Festival Event.

5th Ward Commissioner Laura Cavender

Commissioner Cavender thanked the HRC for coming to tonight's meeting. Your group is bringing important issues before the board.

She thanked Jake Swann and the Brynford Civic Association for their input. This has been an 18-month process.

She wished all father's a Happy Father's day.

7th Ward Commissioner – Conor Quinn

Commissioner Quinn stated that the new Police Crime Alert is now up.

August 1st will be Night Out from 6 – 9 in this parking lot.

8th Ward Commissioner Gerard T. Hart, M.D.

There will be a Brookline Park Meeting on June 29th at 7 p.m. at the CREC.

There will be an open Penfield Civic Association Zoom Meeting on June 14th.

The annual 4th of July Bike Parade will begin at 9:30 a.m. at the Grange.

Ann's Race for Pancreatic Cancer will be on June 14th 7 p.m. beginning at the CREC.

9TH Ward Commissioner William F. Wechsler

The Hilltop Civic Association will hold their annual Bike Parade. They are always looking for volunteers.

The E-Waste collection is a wonderful program. The company the township uses is PAR. They employ previously incarcerated males and females.

4th Ward Commissioner – Judy Trombetta

Commissioner Trombetta recognized all the organizations and volunteers that are involved in township events: Freedom Playground Maintenance Day, the Heritage Festival, Discover Haverford Food Truck Event and the Kelly Music Festival.

She announced that she and Commissioner Holmes will be at the Dunk Tank on the 4th of July at Paddock Park at 12:30. She also stated that she and Commissioner Quinn helped raise \$1,353 while bartending (fundraising) at the Yard Pub for Discover Haverford.

6th Ward Commissioner - Larry Holmes, Esq.

Commissioner Holmes also congratulated all graduates; including his daughter from Villanova and his son from Carroll.

The annual Bike Parade will begin at Chestnutwald at 10 a.m. and will end at Elwell Field.

He recognized the hanging of the Pride Flag – “We can be proud as a township”.

He memorialized the passing of township resident and veteran, Joe Breslin. He remembers Mr. Breslin also attending township meetings and being very vocal. He told government what they needed to hear.

All Commissioners agreed to adjourn.

ORDINANCE NO. P8-2023

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 175-96, Schedule XXI: Fire Lanes

ESTABLISH:

At the Quarry Center, 116 W. Township Line Road

SECTION 2. That Section 175-95, Schedule Schedule XX: Special Purposes Parking Zones.

Special Parking – in front of 2051 Laurel 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 10th day of July, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO P9-2023

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 **CELLCO PARTNERSHIP d/b/a Verizon Wireless** for certain land areas located at 2080 Old West Chester Pike, Havertown, PA subject to review by the Township Solicitor and further subject to approval of the final document by the Township Manager.

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

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

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

ADOPTED by the Township Board of Commissioners this 10th day of July, 2023.

TOWNSHIP OF HAVERFORD

By: _____
C. Lawrence Holmes, Esq, President
Board of Commissioners

Attest: _____
David R. Burman,
Township Manager/Secretary

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”), dated this _____ day of _____, 2023, between the TOWNSHIP OF HAVERFORD, with a mailing address of 1014 Darby Road, Havertown, Pennsylvania 19083 (hereinafter, “Lessor”) and CELLCO PARTNERSHIP d/b/a Verizon Wireless, a Delaware general partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097 (hereinafter, “Lessee”).

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement (“Lease”), dated November 4, 2002, with respect to ground on which a communications facility is located at the property (“Property”) known as 2080 Old West Chester Pike, Haverford Township, Delaware County, Pennsylvania. All capitalized terms used herein shall have the meanings set forth in the Lease, unless expressly set forth herein; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease to, among other things, extend the term of the Lease pursuant to the terms herein.

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2 of the Lease is hereby amended by (i) deleting the phrase “four additional terms” in the seventh line thereof and replacing same with the phrase “eight additional terms” to reflect four (4) additional Renewal Terms of five (5) years each so that the Lease shall have eight (8) Renewal Terms of five (5) years each.

2. Section 3 of the Lease is hereby amended by adding the following to the end thereof:

“Notwithstanding anything stated to the contrary in this Agreement, commencing on December 12, 2027 (“New Rent Date”), the annual rental due hereunder shall be \$24,336.00, payable in equal monthly installments of \$2,028.00, and thereafter the annual rental for each year shall be equal to 102% of the annual rental payable during the immediately preceding year, payable in equal monthly installments.”

3. Section 6 of the Lease is hereby amended by deleting the “with a copy to” address for notices to Lessee.

4. This First Amendment shall be binding upon and inure to the benefit of the successors, assigns, heirs, sublessees, licensees and representatives of the parties hereto, and shall

be construed, interpreted and governed by the laws of the Commonwealth of Pennsylvania. Each of the parties hereto warrants to the other that the person or persons executing this First Amendment on behalf of such party has the full right, power and authority to enter into and execute this First Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment, including, without limitation, the mortgagee. It is hereby acknowledged that all payments made by Lessee to Lessor through and after the New Rent Date shall be applied and credited against all payments due hereunder.

5. In the event that any one or more of the provisions contained in this First Amendment shall be held to be invalid, illegal, or unenforceable in any respect, the validity, illegality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired. This First Amendment shall not be modified or amended, except by an instrument in writing executed by the parties. To the extent any provision of the Lease conflicts with the terms of this First Amendment, the terms of this First Amendment shall be deemed controlling.

6. Except as expressly modified hereby, the Lease shall remain unmodified and in full force and effect.

7. This First Amendment may be executed in any number of counterparts and electronic signatures transmitted and received via electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for this First Amendment and, shall have the same force and effect as original ink signatures, and shall bind the parties hereto.

Remainder of Page is Blank; Signatures Follow on Next Page

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date first above written.

LESSOR:
TOWNSHIP OF HAVERFORD

By: _____
 Authorized Signatory
Name: _____
Title: _____
Dated: _____

LESSEE:
CELLCO PARTNERSHIP
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Dated: _____

RESOLUTION NO. 2316-2023

Traffic Signal Maintenance Agreement with the Commonwealth of Pennsylvania

Whereas, Haverford Township is a local authority responsible for the installation, revision, maintenance, operation and removal of traffic signals on highways under their jurisdiction with written PennDOT approval, pursuant to State law; and

Whereas, an Agreement is required as a condition of eligibility for financial assistance out to the Motor License Fund to replace, synchronize, time, operate and maintain traffic signals.

Now, Therefore, be it resolved by the Board of Commissioners of Haverford Township that the Township Manager of Haverford Township is authorized and directed to sign the attached Traffic Signal Maintenance Agreement and any future modifications thereto, and to submit said Agreement and future amendments either in writing or via electronic signature to the Pennsylvania Department of Transportation.

Resolved this 10th day of July, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.
President

Attest: David R. Burman
Township Manager

Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan Update

Resolution No. 2317-2023

Township of Haverford, Delaware County, Pennsylvania

WHEREAS, the *Township of Haverford*, Delaware County, Pennsylvania is most vulnerable to natural hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires State and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

WHEREAS, the *Township of Haverford* acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan +has been developed by Delaware County Department of Emergency Management in cooperation with other county departments, and officials and citizens of the Township of Haverford, and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Delaware County 2023 Hazard Mitigation Plan, and

WHEREAS, the Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by natural hazards that face the County and its municipal governments,

NOW THEREFORE BE IT RESOLVED by the governing body for the *Township of Haverford*

- The Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the Township of Haverford and
- The respective officials and agencies identified in the implementation strategy of the Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED, this 10th day of July, 2023.

ATTEST:

Township of Haverford

By _____

By _____

By _____

RESOLUTION NO. 2318-2023

WHEREAS, the Preliminary/Final Land Development for Haverford Township Free Library, for the property located at 1601 Darby Road, Haverford Township, Delaware County, and known as D.C. Folio No. 22-07-00328-00, has been submitted to construct a 5,044 square foot second floor addition over the existing parking lot, along with associated site improvements and stormwater management. This project is subject to Delaware County Court of Common Pleas Stipulation No CV-2021-009064, and is an identified Haverford Township Historic Resource (Survey No. 045-HA-077.) The subject property is located within the INS-Institutional Zoning District, and is located in the 7th Ward. The aforesaid plans were prepared by Momence, Inc., of Bryn Mawr, PA, 19010, dated April 3, 2023, and last revised on May 18; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, June 9, 2023, did vote to recommend approval of the plans subject to the following conditions:

1. The applicant will comply with the outstanding items of the Township Engineer's review letter dated June 6, 2023 to the satisfaction of the Township.
2. The applicant will consult with the appropriate Township officials to develop and implement a plan to adequately address the safety of pedestrian traffic around the site, including the temporary posting of a crossing guard at the intersection of Mill and Greenway Roads during construction.
3. The closure of Mill Road shall be coordinated with Haverford Township Middle School hours of operation.
4. A detailed plan shall be developed showing the grades of the proposed handicap access ramp to the main entrance.

WHEREAS, said plans have been submitted 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 are hereby adopted and the Preliminary/Final Land Development Plans for the Haverford Township Free Library, for the property located at 1601 Darby Road, Haverford Township, Delaware County, dated April 3, 2023, and last revised on May 18, 2023 is **approved** subject to compliance with the recommendations of the Planning Commission and Delaware County Court of Common Pleas Stipulation No CV-2021-009064.

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 of a preliminary plan and a final plan.
- b. §160-4.E(5)[e](3) regarding property lines and names within 200 feet of the property.
- c. §160-4.E(5)[e](4) regarding owners of storm sewer and public water and maintenance of the same within 400 feet of the property.
- d. §78-34 regarding the requirement for groundwater recharge.
- e. §160-5.B(3)[j] regarding the minimum required cartway width of 27 feet.
- f. §160-5.B(6) regarding shade trees being installed a minimum of six (6) feet from the inside edge of the sidewalk.

RESOLVED this 10th day of July, 2023.

TOWNSHIP OF HAVERFORD

By: C. Lawrence Holmes
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION 2319-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Emergency Medical Services

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 support the public health response to the COVID-19 pandemic; and,

WHEREAS, the Board of Commissioners desires to provide financial support to efforts relating to our response to public health medical emergencies within our community, many of which involve the elderly; and,

WHEREAS, the Township has identified a need within our emergency medical service response efforts to replace (2) stair-chair devices to assist with transport of patients in medical emergencies. This type of specialty equipment is largely needed in instances of long COVID, pulmonary and cardiac emergencies, as well as, for elderly patients who are immobile; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$33,670.20 of the Township's American Rescue Plan Fund allocation for the purchase of (2) Stryker Xpedition stair chairs.

RESOLVED THIS 10th day of July, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

HVERFORD TOWNSHIP MEMORANDUM

DATE: June 26, 2023

TO: David R. Burman, Township Manager
Aimee Cuthbertson, Assistant Township Manager, Finance Director

FROM: James P. McCans, Director of EMS

SUBJECT: Replacement of Stair Chairs

This memo is to request the purchase of two Stryker Xpedition stair-chairs. These devices are to replace the existing manual versions. A stair-chair device is used to safely transport patients up and/or down staircases and maybe utilized as a wheelchair. Many of our patients are not capable of lying supine on a Reeves-type litter due to various medical conditions. Chief among these are cardio-respiratory conditions such as Myocardial Infarction (MI), COPD, CHF, long COVID, pulmonary embolism, and myocarditis.

The units are also used to transport patients with limited mobility over longer distances in areas where an ambulance litter does not fit or is impractical, such as multiple elevators within the Township's apartment building, staircases with a turn or short base at the bottom, bleachers at sporting venues, and so on.

Reasons for the replacement of the current units with the Stryker Xpedition include:

- Current models, Stair Pro, were manufactured in 2003. The expected life is fourteen years. Our units have far exceeded their service/certified life and are no longer supported or serviced by Stryker.
- Significant reduction in physical demand on rescuers, as these units are power assisted (the only models that assist in going up stairs).
 - *Please note that the #1 cause of injury among EMS workers is overexertion and body motion*.*
- Greater capacity: current units have a maximum capacity of 350 lbs., the Xpedition's capacity is 500 lbs. with a 20% increase in the patient seating area.
- Bottom light illuminates area below the stair chair to identify obstructions.
- Charging and batteries are compatible with litter system.
- Improved retention system to keep patient secure during movement.

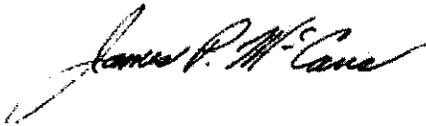
Cost

- Funding Source = ARPA
- Cost per unit: \$15,351.21 = \$30,702.42
- 2 year Procure prevention/battery program per unit: \$1,792.00 = \$3,584.00
- Freight = \$383.78
- 1 Stair Pro will be accepted as a trade for a \$1,000.00 credit.
- Total project cost: **\$33,670.20**

The Stryker company is a COSTARS participating company.

If there are any questions, I will be on hand for the Board of Commissioner work-session.

Respectfully,



James P. McCans, MS, NREMT-P, FP-C
Director of Emergency Medical Services
Township of Haverford
Paramedic Department
1014 Darby Road
Suite #223
Havertown, Pennsylvania 19083
Administrative Office: (610)446-1000 extension 2222
Wireless: (484)390-1331
Operations Fax: (484)454-6141
jmccans@havtwp.org

* <https://www.cdc.gov/niosh/topics/ems/data.html>



x2 Expedition w. Trade (July 2023)

Quote Number: 10701341

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: TOWNSHIP OF HAVERFORD

Rep: Russell Holloway

Attn:

Email: russell.holloway@stryker.com

Phone Number:

GPO: Pennsylvania Co Stars - 163584

Quote Date: 06/26/2023

Expiration Date: 09/24/2023

| Delivery Address | | End User - Shipping - Billing | | Bill To Account | |
|------------------|-------------------------|-------------------------------|-------------------------|-----------------|-------------------------|
| Name: | TOWNSHIP OF HAVERFORD | Name: | TOWNSHIP OF HAVERFORD | Name: | TOWNSHIP OF HAVERFORD |
| Account #: | 1298625 | Account #: | 1298625 | Account #: | 1298625 |
| Address: | 1014 DARBY RD | Address: | 1014 DARBY RD | Address: | 1014 DARBY RD |
| | HAVERTOWN | | HAVERTOWN | | HAVERTOWN |
| | Pennsylvania 19083-3616 | | Pennsylvania 19083-3616 | | Pennsylvania 19083-3616 |

Equipment Products:

| # | Product | Description | Qty | Sell Price | Total |
|------------------|--------------|----------------------------|-----|-------------|-------------|
| 1.0 | 625705550002 | 6257 XPEDITION HIGH CONFIG | 2 | \$15,351.21 | \$30,702.42 |
| Equipment Total: | | | | | \$30,702.42 |

Trade In Credit:

| Product | Description | Qty | Credit Ea. | Total Credit |
|-------------|--|-----|-------------|--------------|
| TR-EVNC-SEC | TRADE-IN EVAC+CHAIR CHAIR TOWARDS PURCHASE OF STRYKER EVAC CHAIR | 1 | -\$1,000.00 | -\$1,000.00 |

ProCare Products:

| # | Product | Description | Years | Qty | Sell Price | Total |
|----------------|----------|---------------------|-------|-----|------------|------------|
| 2.0 | 73071XPB | EMS Prevent w-batts | 2 | 2 | \$1,792.00 | \$3,584.00 |
| ProCare Total: | | | | | | \$3,584.00 |

Price Totals:

| | |
|-------------------------------|--------------------|
| Estimated Sales Tax (0.000%): | \$0.00 |
| Freight/Shipping: | \$383.78 |
| Grand Total: | \$33,670.20 |

Prices: In effect for 30 days



x2 Expedition w. Trade (July 2023)

Quote Number: 10701341

Version: 1

Prepared For: TOWNSHIP OF HAVERFORD

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Russell Holloway

Email:

russell.holloway@stryker.com

Phone Number:

GPO: Pennsylvania Co Stars - 163584

Quote Date: 06/26/2023

Expiration Date: 09/24/2023

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL

RESOLUTION 2320-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund WMBE (Women & Minority Business Enterprises) Economic Development Grant Program

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million; and,

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act which allowed recipients to use funds to promote economic recovery from the COVID-19 pandemic with special emphasis on those populations that were disproportionately affected; and,

WHEREAS, the Board of Commissioners desires to provide financial support by awarding grants to Women & Minority Business Enterprises headquartered in Haverford Township which meet the Township's program requirements as discussed in Exhibit A and are selected for award. This program will be funded by the Township's allocation of American Rescue Plan Act funds at an amount not to exceed \$101,000; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the "Women and Minority Business Enterprises (WMBE) Economic Development Grant 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 10th day of July, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager



EXHIBIT A

HAVERFORD TOWNSHIP Women and Minority Business Enterprises (WMBE) Economic Development Grant Program (*American Rescue Plan Act Funded*)

Haverford Township is proud to introduce the Women & Minority Business Enterprises (WMBE) Economic Development Grant Program. This is a competitive grant program offering ten (10) awards of \$10,000 each to promote economic growth and development of Haverford Township businesses meeting the classification of a women and/or minority business enterprise (as defined by the US Department of Small Business).

Eligibility:

- Applicant must be a for-profit business headquartered in Haverford Township and operational as of July 1, 2023 with gross receipts as reported on its most recently filed Haverford Township Business Privilege/Mercantile return of no less than \$25,000 and no more than \$500,000.
- Woman-Owned Business: a business that is (1) at least 51 percent owned by a woman or women who are U.S. citizens, or, in the case of a publicly owned business at least 51 percent of the stock is owned by one or more women who are U.S. citizens; and (2) whose daily business operations are managed and directed by one or more of the women owners. "Operate" means actively involved in the day-to-day management.
- Minority-Owned Business: a business that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. "Operate" means actively involved in the day-to-day management. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- Applicant business must have a current Haverford Township business license and be current on any business privilege, mercantile, local services, township property tax, sewer and/or trash fees, if applicable through the date of application.

Grant Awards:

- Up to ten (10) \$10,000 one-time grants will be awarded plus a (1) year gold sponsorship in Discover Haverford for each grant recipient.
- \$7,500 will be paid within thirty (30) days of award notification with the remaining \$2,500 paid after successful submission of the six-month compliance report.

Application Procedure:

1. Completed application cover sheet
 2. Proposal narrative
 3. Applicant's most recently filed federal form Schedule C, 1120, 1120-S, or 1065
 4. Applicant's most recently completed 12-month operating profit & loss statement
 5. Signed and notarized Self-Certification Affidavit of Minority Status
- The narrative should describe the applicant, its operating history, its current operations in Haverford Township, and details of how the grant monies will be utilized to grow and/or promote both the business enterprise and general economic development of Haverford Township.
 - Applications will be accepted beginning July 17, 2023 and will remain open through September 15, 2023 at 4pm.
 - Award recommendations will be presented to the Board of Commissioners for approval at its October 9, 2023 meeting.
 - Completed applications can be submitted via email to finance@havtwp.org or dropped off at the Township building during normal business hours (we cannot be held accountable for lost/delayed mail if using the US Postal Service).
 - Only completed applications will be considered.

Compliance and Reporting:

- **Reporting Requirements:** Grant recipients are required to submit a six (6) month progress report on their efforts and submit an accounting of the grant monies. The due date of the progress reports will be officially determined at the time of award. These reports will be reviewed by the grant committee which will then release the remaining \$2,500 of each award.
- **Non-Compliance:** In cases of non-compliance with grant reporting or ineffectual outcomes (as determined by the grant committee), the Township will suspend (rather than immediately terminate) a grant and allow the recipient an opportunity to take appropriate corrective action. However, the Township may decide to terminate the grant if the recipient does not take appropriate corrective action during the period of suspension. The Township may immediately terminate a grant when necessary, such as in instances of potential fraud or other criminal activity. Suspension and/or termination may be appealed, in writing, to the Haverford Township Board of Commissioners.
- A grant may also be terminated, partially or totally, by the recipient. If the recipient decides it cannot achieve the outcomes proposed, the recipient may advise the Township in writing and return any unused funds within thirty (30) days of termination.

Program Notes:

- If you have any questions regarding the Program, please contact Aimee Cuthbertson, Assistant Township Manager/Director of Finance at 610-446-1000 x2240
- If you have any questions regarding the business tax, local services tax license or status of business tax/local services tax filings, please contact Tri-State Financial Group at 610-270-9520



HVERFORD TOWNSHIP
Women and Minority Business Enterprises (WMBE)
Economic Development Grant Program
(American Rescue Plan Act Funded)

Name of Business Applicant _____

Mailing Address (including city, state, zip) _____

Contact Person/Title _____

Haverford Township Business/Local Service License # _____

Contact Email and phone _____

Physical location within Haverford Township _____

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 (if applicable) to determine program eligibility. Applicant certifies that the person whose signature appears below is a representative of Applicant and authorized to apply for this funding. Applicant also acknowledges that these monies are funded through the American Recovery Plan Act for the purpose of economic development.

Representative of Applicant Signature

Date of Application



Haverford Township
Women and Minority Business Enterprises (WMBE)
Economic Development Grant Program
(American Rescue Plan Act Funded)

SELF-CERTIFICATION AFFIDAVIT OF MINORITY STATUS

Commonwealth of Pennsylvania
 Delaware County

I, the undersigned, _____ (print full name), bring duly sworn according to law, hereby depose and state as follows:

1. I am over the age of eighteen (18) and otherwise competent to make this affidavit, and I am the _____ (print title e.g. owner, president, etc) of _____ (name of WMBE business).
2. I am the sole owner, or the owner of 51% or more, of the above-referenced business.
3. I certify that I am a member of one or more of the following ethnic origins and that I have held myself out as a member of such group(s) (check all that apply):

| | | | | | |
|--------------------------|---------------|--------------------------|--------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Female | <input type="checkbox"/> | Asian Subcontinent | <input type="checkbox"/> | Native American |
| <input type="checkbox"/> | African | <input type="checkbox"/> | Hispanic | <input type="checkbox"/> | Native Hawaiian |
| <input type="checkbox"/> | Asian Pacific | <input type="checkbox"/> | Native Alaskan | <input type="checkbox"/> | |

4. I declare under penalty of perjury that the information provided in this affidavit is true and correct.

IN WITNESS WHEREOF, I have executed this affidavit as of this date, _____, 20__.

 Affiant Signature

Sworn to and subscribed
 Before me this date, _____, 20__

 Notary Public

(SEAL)

RESOLUTION 2321 -2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Parks Play Equipment

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department purchase of new playground equipment within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within four of our township parks for replacement and new playground equipment; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$55,373.00 of the Township's American Rescue Plan Fund allocation for the purchase of playground equipment in Carol Park, Foster Tract Park, Lynnewood Park, and Westgate Park.

RESOLVED THIS 10th day of July, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

HVERFORD TOWNSHIP MEMORANDUM

DATE: June 28, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Playground equipment for Carol Park, Foster Tract Park, Lynnewood Park,
Westgate Park

Attached are 4 quotes for new playground equipment at 4 parks.

Carol Park total \$16,430

We will be replacing the existing composite with the Challenger Play structure #350-1812 on sale for \$16,430. Free delivery.

Foster Tract Park total \$12083

Working cooperatively with Lynnewood Civic the Parks and Recreation staff picked freestanding equipment which would be nice additions to this small neighborhood park on an unlevel lot.

- Rockblocks Climbing Wall on sale for \$4796. Free delivery
- Flower Climber on sale for \$1595. Free delivery
- 2 Cozy Cocoon Spinners on sale for \$2846 each. (\$5692). Free delivery

Lynnewood Park total \$11,895

We will be removing the existing preschool composite and replacing with Challenger Play structure #350-2161 on sale for \$11,895. Free delivery.

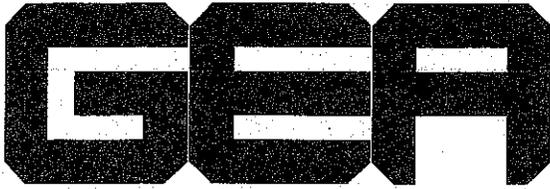
Westgate Park total \$14,965

We are removing a pre-school composite and replacing with Challenger Play structure #350-2161 on sale for \$11,895. Free delivery. Also chosen is the freestanding Garden Crawl Tunnel priced at \$2805 with freight and shipping of \$265.

The total is \$55,373 from George Ely Associates, Inc. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # PA DGS 014-E23-299

If there are any questions, I will be on hand for the Board of Commissioner work session July 10, 2023.



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
 Carlisle, PA 17013
 800 262-8448
 Fax 717 243-0439
 ely@pa.net

June 22, 2023

Brian Barrett, Director
 Haverford Township
 Parks & Recreation
 1014 Darby Rd.
 Havertown, PA 19083
 610-446-9397, bbarrett@havtwp.org

QUOTE

PA DGS COSTARS-014-E23-299

Foster Tract park

PLAYWORLD, INC.

1 ea. RB-305, RockBlocks Climbing Wall, Sale Flyer unit, Designed for ages 5-12 \$ 4,796.00

Colors: Upright Supports: _____, RockBlocks (plastic) _____

1 ea. ZZXX0479, Flower Climber, Sale Flyer unit, Designed for ages 2-5 1,595.00
 Colors as shown

2 ea. ZZXX0483, Cozy Cocoon Spinner, Designed for ages 2-12 \$2,846ea. 5,692.00

Colors (1): Post: _____, Cocoon plastic walls: 1 _____ 2 _____

Colors: (2) Post: _____, Cocoon plastic walls: 1 _____ 2 _____

Total \$ 12,083.00

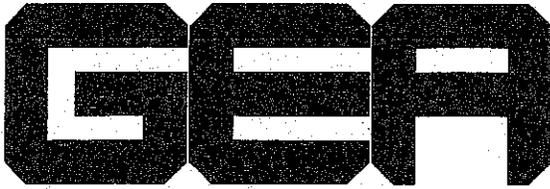
Delivery: Prices shown include free delivery
 Price does not include unloading, storage or installation.
 Sale Prices effective until June 30th.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Thank you, *Tara Ely*



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
Carlisle, PA 17013
800 262-8448
Fax 717 243-0439
ely@pa.net

June 28, 2023

Brian Barrett, Director
Haverford Township
Parks & Recreation
1014 Darby Rd.
Havertown, PA 19083
610-446-9397, bbarrett@havtwp.org

QUOTE

PA DGS COSTARS-014-E23-299

Lynnewood Park

PLAYWORLD, INC.

1 ea. 350-2161 Challengers Playstructure, Sale Flyer unit, Designed for ages 2-5 \$ 11,895.00

Colors: Upright Supports: _____, Steel Railings/Climber _____

Plastic Slide: _____ Plastic Rock Climber _____

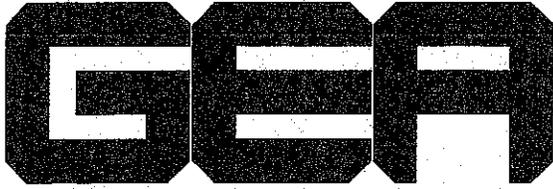
Delivery: Prices shown include free delivery of sale items.
Price does not include unloading, storage or installation.
Sale Prices effective until June 30th.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Thank you, *Tara Ely*



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
Carlisle, PA 17013
800 262-8448
Fax 717 243-0439
ely@pa.net

June 28, 2023

Brian Barrett, Director
Haverford Township
Parks & Recreation
1014 Darby Rd.
Havertown, PA 19083
610-446-9397, bbarrett@havtwp.org

QUOTE

PA DGS COSTARS-014-E23-299

Carol Park

PLAYWORLD, INC.

1 ea. 350-1812 Challengers Playstructure, Sale Flyer unit, Designed for ages 5-12 \$ 16,430.00

Colors: Upright Supports: _____, Steel Railings/Climber _____

Plastic Slide: _____ Plastic Panels _____

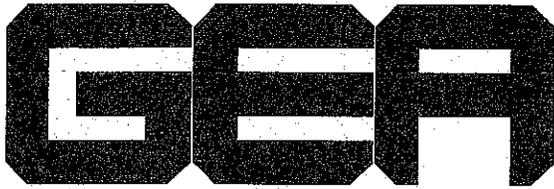
Delivery: Prices shown include free delivery of sale items.
Price does not include unloading, storage or installation.
Sale Prices effective until June 30th.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Thank you, *Tara Ely*



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
 Carlisle, PA 17013
 800 262-8448
 Fax 717 243-0439
 ely@pa.net

June 28, 2023

Brian Barrett, Director
 Haverford Township
 Parks & Recreation
 1014 Darby Rd.
 Havertown, PA 19083
 610-446-9397, bbarrett@havtwp.org

QUOTE

PA DGS COSTARS-014-E23-299

Westgate Park

PLAYWORLD, INC.

1 ea. 350-2161 Challengers Playstructure, Sale Flyer unit, Designed for ages 2-5 \$ 11,895.00

Colors: Upright Supports: _____, Steel Railings/Climber _____

Plastic Slide: _____ Plastic Rock Climber _____

1 ea. ZZX00839, Garden Crawl Tunnel, Designed for ages 2-5 2,805.00

Colors: Plastic end panels: _____, Crawl Tube: _____

Freight for non-sale items additional

+ 265.00
 Total \$ 14,965.00

Delivery: Prices shown include free delivery of sale items.
 Price does not include unloading, storage or installation.
 Sale Prices effective until June 30th.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Thank you, *Tara Ely*

SITE ACCESS AGREEMENT

This **Access Agreement** ("Agreement") is made and entered on the _____ day of _____ June _____, 2023 by and between Claymore Environmental LLC ("Grantee") and Haverford Township ("Grantor"). Grantor hereby grants to Grantee a right to conduct the activities set forth below in Paragraph 1 ("Site Access") on the portion of the property owned by Grantor identified as West Avenue, Bryn Mawr, PA 19010 ("Property").

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and intending to be legally bound, Grantee and Grantor agree as follows:

1. **Site Access:** Grantor grants Grantee and its employees, agents, or representatives permission to enter upon the Property in the locations and area marked on the Site Plan (attached hereto as Exhibit "A" to this Agreement) for the purpose of completing necessary environmental delineation / characterization activities for the gasoline release that occurred at the upgradient retail gasoline property identified by the street address of 700 Haverford Road, Bryn Mawr, PA 19010.
2. **Permits/Compliance with Laws:** Grantee shall be responsible for obtaining any and all permits, licenses or approvals necessary prior to conducting the proposed work on the Property. The permits shall include, but not be limited to, necessary utility clearance. Grantee shall comply with all applicable local, state, and federal laws while conducting the proposed work on the Property.
3. **Term of Agreement:** To delineate and characterize the release, the Grantee proposes to advance soil borings and install monitoring wells along the Property. Prior to any drilling work, Grantee shall notify PA One Call System to ensure that the public utilities are marked along West Avenue. Additionally, if deemed necessary, Grantee shall perform a private utility survey to pre-clear proposed borings/MWs of potential subsurface utilities or other obstructions. To advance borings and/or install MWs along West Avenue, it is expected to require one (1) to three (3) days. The borings and MWs shall be 2-inches in diameter. The MWs will be completed within flush-mounted, road-grade steel casings set within an approximately 18" x 18" concrete pad. The access granted herein shall extend from the date first above written for a period of time as may be required for Grantee to complete the above-described work in accordance with the PADEP requirements.
4. **Upon Completion:** Upon completion of the soil and groundwater sampling set forth herein, Grantee shall enter upon the Property and (unless directed to do otherwise by Grantor in writing) and properly abandon the installed monitoring wells and shall restore the Property to pre-existing conditions. This Agreement will automatically terminate upon the proper abandonment of all monitoring wells and restoration of the Property in accordance with the standard previously described. The monitoring wells shall be sampled quarterly (four (4) times per year) until the Pennsylvania Department of Environmental Protection (PADEP) is satisfied that the release has been properly delineated, characterized, and remediated. The quarterly groundwater sampling events will require approximately thirty (30) minutes per well to gauge the well, purge the well, and collect a groundwater sample. The wells will be in-place for at least two (2) years so that the required eight (8) consecutive quarters of groundwater monitoring data can be obtained and presented to PADEP. Depending on groundwater

concentrations, additional sampling events may be required beyond two (2) years as required by Pennsylvania Department of Environmental Protection. After all required data is obtained to the satisfaction of Pennsylvania Department of Environmental Protection, then Grantee shall properly abandon the monitoring wells, which includes the services of a licensed driller to fill the monitoring wells with cementitious grout, demolishing/removing the concrete pads and steel casings, and restoring the asphalt to match existing conditions. Any soil borings shall be backfilled with sand and/or bentonite with the surface asphalt restored to match existing conditions.

5. Modifications to Property: If during the term of this Agreement, Grantor intends to perform construction or major modifications to the Property which may impact Grantee's Activities or access, Grantor will provide reasonable notice to Grantee in order to avoid, to the extent possible, disruption of Grantee's proposed work.
6. Insurance: Grantee shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the Township, unless otherwise approved by the Township's representative in writing. Such insurance shall be maintained in full force and effect until the end of the agreement:
 - Commercial General Liability Insurance written on an occurrence basis, with liability limits of not less than \$1,000,000 combined single limit each occurrence and in the aggregate for property damage, bodily injury, or death of persons occurring in or about the Premises;
 - Professional Liability Insurance, where applicable, with liability limits of not less than \$1,000,000;
 - Workers' Compensation Insurance, where applicable, with no less than the minimum limits required by law, including Employer's Liability Insurance with limits of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease – each employee, and \$500,000 bodily injury by disease – policy limit
 - Business Automobile Insurance, where applicable, with liability limits of \$1,000,000 each occurrence for bodily injury and property damage combined.

The required limits of liability insurance may be met by the combination of primary and umbrella/excess liability insurance. With the exception of workers' compensation, all liability policies shall name the Township, its officers, elected officials, directors, agents and employees as additional insured on a primary and noncontributory basis, and be written on an occurrence and not a claims-made basis. All policies shall include a Waiver of Subrogation Provision in favor of the Township.

All policies required herein shall be issued by insurance companies authorized to transact that class of business in the Commonwealth of Pennsylvania, having an A.M. Best Rating of A-VII or better, and which are reasonably acceptable to the Township. Such policies shall not be cancelled or non-renewed unless 30 days prior written notice shall have been given to the Township. Such policies or certificates thereof shall be delivered to the Township by the Grantee upon commencement of the Agreement.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the Township. They are not designed as a recommended insurance program. Meeting these minimum requirements shall in no way limit or relieve the Grantee's liability and obligations under any other provision of the license. Grantee shall acquire, at its own expense, any other additional insurance coverage it deems necessary for the protection of its work under this contract.

7. Indemnity: Grantee shall indemnify, defend and hold harmless Grantor from all actions, claims, demands, liabilities and consequences for losses or injury to persons or property arising as a direct result of Grantee's actions permitted pursuant to this Agreement or any party acting on behalf of Grantee pursuant to the access provided under this Agreement.
8. Risk of Loss: This Agreement is an accommodation given to Grantee, which agrees to accept the property on an "as-is" basis and release Grantor from any liability related to the conditions of the Property.
9. Governing Law: The law of the Commonwealth of Pennsylvania shall apply to the interpretations of this Agreement and to the resolution of any disputes arising out of the matters set forth herein.
10. Severability: If any term or condition of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
11. Binding Effect: This Agreement will inure to the benefit of and be binding upon Grantee, and the Grantor's agents, employees, representatives, heirs, successors and assigns.
12. Authority: This Agreement may be entered into by a representative of either party. Any representative that signs on behalf of a party warrants that they have the authority to enter into this agreement on behalf of the Grantor or Grantee.
13. Entire Agreement: This Agreement constitutes the entire agreement between Grantee and Grantor.
14. Notices: All notices, correspondence or other communications shall be directed to each party at their respective addresses provided below in a manner where receipt can be acknowledged:

To Grantee:

Claymore Environmental, LLC
650 Germantown Pike
Lafayette Hill, Pennsylvania 19444
Telephone: (855) 459-8311

To Grantor:

Haverford Township
Attn: Township Manager
1014 Darby Road
Havertown, PA 19083

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at their respective locations on the date provided above.

Grantee

BY: 

PRINTED: Brian Donoghue

TITLE: Principal Engineer

Grantor

BY: _____

PRINTED: _____

TITLE: _____



x2 Expedition w. Trade (July 2023)

Quote Number: 10701341

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: TOWNSHIP OF HAVERFORD

Chicago, IL 60673-3308

Attn:

Rep: Russell Holloway

Email: russell.holloway@stryker.com

Phone Number:

GPO: Pennsylvania Co Stars - 163584

Quote Date: 06/26/2023

Expiration Date: 09/24/2023

| Delivery Address | | End User - Shipping - Billing | | Bill To Account | |
|------------------|-------------------------|-------------------------------|-------------------------|-----------------|-------------------------|
| Name: | TOWNSHIP OF HAVERFORD | Name: | TOWNSHIP OF HAVERFORD | Name: | TOWNSHIP OF HAVERFORD |
| Account #: | 1298625 | Account #: | 1298625 | Account #: | 1298625 |
| Address: | 1014 DARBY RD | Address: | 1014 DARBY RD | Address: | 1014 DARBY RD |
| | HAVERTOWN | | HAVERTOWN | | HAVERTOWN |
| | Pennsylvania 19083-3616 | | Pennsylvania 19083-3616 | | Pennsylvania 19083-3616 |

Equipment Products:

| # | Product | Description | Qty | Sell Price | Total |
|------------------|--------------|----------------------------|-----|-------------|-------------|
| 1.0 | 625705550002 | 6257 XPEDITION HIGH CONFIG | 2 | \$15,351.21 | \$30,702.42 |
| Equipment Total: | | | | | \$30,702.42 |

Trade In Credit:

| Product | Description | Qty | Credit Ea. | Total Credit |
|-------------|--|-----|-------------|--------------|
| TR-EVNC-SEC | TRADE-IN EVAC+CHAIR CHAIR TOWARDS PURCHASE OF STRYKER EVAC CHAIR | 1 | -\$1,000.00 | -\$1,000.00 |

ProCare Products:

| # | Product | Description | Years | Qty | Sell Price | Total |
|----------------|----------|---------------------|-------|-----|------------|------------|
| 2.0 | 73071XPB | EMS Prevent w-batts | 2 | 2 | \$1,792.00 | \$3,584.00 |
| ProCare Total: | | | | | | \$3,584.00 |

Price Totals:

| | |
|-------------------------------|--------------------|
| Estimated Sales Tax (0.000%): | \$0.00 |
| Freight/Shipping: | \$383.78 |
| Grand Total: | \$33,670.20 |

Prices: In effect for 30 days



x2 Expedition w. Trade (July 2023)

Quote Number: 10701341

Remit to:

Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: TOWNSHIP OF HAVERFORD

Chicago, IL 60673-3308

Attn:

Rep:

Russell Holloway

Email:

russell.holloway@stryker.com

Phone Number:

GPO: Pennsylvania Co Stars - 163584

Quote Date: 06/26/2023

Expiration Date: 09/24/2023

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

DUPLICATE

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

HVERFORD TOWNSHIP POLICE DEPARTMENT

MEMORANDUM

TO: Dave Burman

FROM: Chief Viola 

DATE: 28 June 2023

A resolution was passed at the May Commissioners meeting approving the Grant Agreement between the Township and PA. Commission on Crime and Delinquency in the amount of \$212,228.00 to purchase Infoshare Law Enforcement Management Software.

Request approval to execute agreement and approve payment to Computer Square Inc. 330 Mac Lane Keasbey. NJ 08832 who is the single source vendor for Infoshare Software in the amount of \$212,227.50

14. Resolution No. 2309-2023

Acknowledging Occurrence of a Tax Equity Equity & Fiscal Responsibility Act Hearing (“TEFRA”) Pursuant to the Requirements of Section 147(f) of the Internal Revenue Code of 1986

Motion: to adopt Resolution No. 2309-2023 acknowledging proper advertising of a tax equity & fiscal responsibility act (“TEFRA”) hearing, occurrence of said hearing on April 10, 2023, documented hearing transcript, and description of related projects, therefore approving the issuance of bonds of the township pursuant to the requirements of section 147(f) of the internal revenue code of 1986

Voting order 1 2 3 5 7 8 9 4 6

15. Resolution No. 2310-2023

Grant Agreement – Pa. Commission on Crime and Delinquency

Motion: to adopt Resolution No. 2310-2023 approving this Resolution authorizing “appropriate Township officials” to execute a grant agreement with the Pennsylvania Commission on Crime and Delinquency in the amount of \$212,228 to purchase and implement the Infoshare Law Enforcement Records Management System.

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2311-2023

Supporting Anti-Hate Crimes

Motion: to adopt Resolution No. 2311-2023 that the Board of Commissioners of the Township of Haverford urges our state lawmakers to promptly pass this package of supporting anti-hate crime bills, including House Bill 1027, House Bill 1024, House Bill1025, and House Bill 1026.

***Be It Further Resolved,* that the Board of Commissioners of the Township of Haverford also urges all Pennsylvanians and Haverford Township residents to speak up against hatred whenever they see it so that we can create a more just, peaceful, and inclusive society for everyone.**

Voting order 1 2 3 5 7 8 9 4 6

17. Contract Awards/Purchases

Haverford Township Free Library Construction Manager Contract

Motion: to accept assignment of an agreement for professional services from Haverford Township Free Library, for Owner Representative Services to be provided for the pre-construction, construction and closeout phases of the Library’s renovation and expansion project, at a total cost of \$538,750.

Voting order 1 2 3 5 7 8 9 4 6



Computer Square, Inc.
 330 MAC LANE, KEASBEY, NJ 08832
 TEL: (732) 346 0200 | www.csitech.com

INVOICE

Invoice No. 73295
 Date: 06/15/2023

Bill To

Haverford (PA) PD
 1010 Darby Road
 Haverford, PA 19083
 Attn: Lieutenant Eugene Dolan
 edolan@Havpd.org

Ship To

Haverford (PA) PD
 1010 Darby Road
 Haverford, PA 19083
 Attn: Eugene Dolan

| P.O. No. | Term | Rep | Ship | Via | Customer Code |
|----------|-------------|-----------|------------|---------|---------------|
| Contract | NET 30 DAYS | Tom Kenny | 06/15/2023 | SERVICE | PPADE_HVRD |

| No. | Item Code | Description | Qty | Unit Price | Amount |
|-----|------------------------|---|-----|--------------|--------------|
| 01 | SaaS - 1 | SaaS InfoRMS Solution Initial Fee - This is a one time SaaS startup fee | 1 | \$30,000.00 | \$30,000.00 |
| 02 | SaaS | SaaS InfoRMS Solution | 1 | \$119,227.50 | \$119,227.50 |
| 03 | Cloud Hosting Services | Cloud Hosting Services -AWS Cloud Hosting | 1 | \$36,000.00 | \$36,000.00 |
| 04 | PD InfoRMS | InfoRMS Module with Sub-Module Package * Licensed for Seventy-one (71) SWORN STAFF and Police Department's Civilian Support Staff * Police Reporting Package with Digital Signature (25 basic reports included) * MV Accident/Crash Reporting (Included) * UCR/NIBRS Reporting (Included) * RMS Detective Inv Assignment (Included) | 71 | \$0.00 | \$0.00 |
| 05 | Interface-1 | CAD Interface | 1 | \$0.00 | \$0.00 |
| 06 | Interface-2 | CLEAN Interface | 1 | \$0.00 | \$0.00 |
| 07 | Interface-3 | PennDOT Crash Report Interface | 1 | \$0.00 | \$0.00 |
| 08 | Interface-4 | PA LEJIS Interface | 1 | \$0.00 | \$0.00 |
| 09 | Training-1 | Training Services & Go Live Support for Admin and End Users (per day/manpower) - Three (3) days of training included - One (1) additional day included for Admin Users | 4 | \$0.00 | \$0.00 |
| 10 | DataConversion-1 | Metro Alert Data Conversion Services - Metro Alert Data transfer services | 1 | \$0.00 | \$0.00 |
| 11 | PD License Permits | Permits & License Module * Does not include any data conversion services for existing alarm, permits, or license information. | 1 | \$0.00 | \$0.00 |

| | | | | | |
|----|----------------|---|---|-------------|-------------|
| 12 | PD Warrants | Warrants Module - Manages County and Municipal Warrants - This price does not include any data conversion services | 1 | \$0.00 | \$0.00 |
| 13 | eTicket Annual | eTicket per vehicle - eTicket service fully integrated with the InfoShare Police RMS - Covers eTicket in 15 cruisers | 1 | \$27,000.00 | \$27,000.00 |

Note:

| | |
|-------------------------|--------------|
| Subtotal | \$212,227.50 |
| Sales Tax (0.0%) | \$0.00 |
| Total | \$212,227.50 |

HVERFORD TOWNSHIP MEMORANDUM

DATE: June 28, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Playground equipment for Carol Park, Foster Tract Park, Lynnewood Park, Westgate Park

Attached are 4 quotes for new playground equipment at 4 parks.

Carol Park total \$16,430

We will be replacing the existing composite with the Challenger Play structure #350-1812 on sale for \$16,430. Free delivery.

Foster Tract Park total \$12083

Working cooperatively with Lynnewood Civic the Parks and Recreation staff picked freestanding equipment which would be nice additions to this small neighborhood park on an unlevel lot.

- Rockblocks Climbing Wall on sale for \$4796. Free delivery
- Flower Climber on sale for \$1595. Free delivery
- 2 Cozy Cocoon Spinners on sale for \$2846 each. (\$5692). Free delivery

Lynnewood Park total \$11,895

We will be removing the existing preschool composite and replacing with Challenger Play structure #350-2161 on sale for \$11,895. Free delivery.

Westgate Park total \$14,965

We are removing a pre-school composite and replacing with Challenger Play structure #350-2161 on sale for \$11,895. Free delivery. Also chosen is the freestanding Garden Crawl Tunnel priced at \$2805 with freight and shipping of \$265.

The total is \$55,373 from George Ely Associates, Inc. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # PA DGS 014-E23-299

If there are any questions, I will be on hand for the Board of Commissioner work session July 10, 2023.



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
Carlisle, PA 17013
800 262-8448
Fax 717 243-0439
ely@pa.net

June 22, 2023

Brian Barrett, Director
Haverford Township
Parks & Recreation
1014 Darby Rd.
Havertown, PA 19083
610-446-9397, bbarrett@havtwp.org

QUOTE

PA DGS COSTARS-014-E23-299

Foster Tract park

PLAYWORLD, INC.

| | | |
|---|---|----------------------------|
| 1 ea. | RB-305, RockBlocks Climbing Wall, Sale Flyer unit, Designed for ages 5-12 | \$ 4,796.00 |
| <i>Colors: Upright Supports: _____, RockBlocks (plastic) _____</i> | | |
| 1 ea. | ZZXX0479, Flower Climber, Sale Flyer unit, Designed for ages 2-5 Colors as shown | 1,595.00 |
| 2 ea. | ZZXX0483, Cozy Cocoon Spinner, Designed for ages 2-12 | \$2,846ea. <u>5,692.00</u> |
| <i>Colors (1): Post: _____, Cocoon plastic walls: 1 _____ 2 _____</i> | | |
| <i>Colors (2): Post: _____, Cocoon plastic walls: 1 _____ 2 _____</i> | | |
| | | Total \$ 12,083.00 |

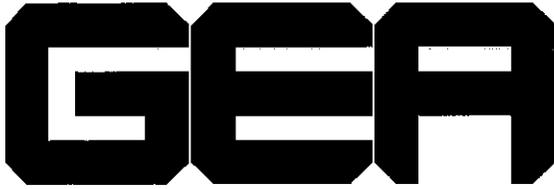
Delivery: Prices shown include free delivery
Price does not include unloading, storage or installation.
Sale Prices effective until June 30th.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Thank you, *Tara Ely*



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
Carlisle, PA 17013
800 262-8448
Fax 717 243-0439
ely@pa.net

June 28, 2023

Brian Barrett, Director
Haverford Township
Parks & Recreation
1014 Darby Rd.
Havertown, PA 19083
610-446-9397, bbarrett@havtwp.org

QUOTE

PA DGS COSTARS-014-E23-299

Lynnewood Park

PLAYWORLD, INC.

1 ea. 350-2161 Challengers Playstructure, Sale Flyer unit, Designed for ages 2-5 \$ 11,895.00

Colors: Upright Supports: _____, Steel Railings/Climber _____

Plastic Slide: _____ Plastic Rock Climber _____

Delivery: Prices shown include free delivery of sale items.
Price does not include unloading, storage or installation.
Sale Prices effective until June 30th.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Thank you, *Tara Ely*



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
Carlisle, PA 17013
800 262-8448
Fax 717 243-0439
ely@pa.net

June 28, 2023

Brian Barrett, Director
Haverford Township
Parks & Recreation
1014 Darby Rd.
Havertown, PA 19083
610-446-9397, bbarrett@havtwp.org

QUOTE

PA DGS COSTARS-014-E23-299

Carol Park

PLAYWORLD, INC.

1 ea. 350-1812 Challengers Playstructure, Sale Flyer unit, Designed for ages 5-12 \$ 16,430.00

Colors: Upright Supports: _____, Steel Railings/Climber _____

Plastic Slide: _____ Plastic Panels _____

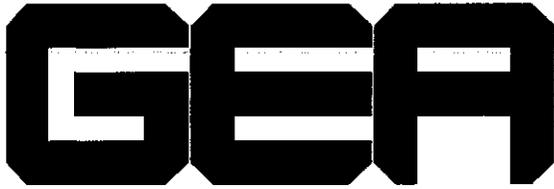
Delivery: Prices shown include free delivery of sale items.
Price does not include unloading, storage or installation.
Sale Prices effective until June 30th.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Thank you, *Tara Ely*



GEORGE ELY ASSOCIATES, INC
Athletic, Park, & Playground Equipment

P.O. Box 396
 Carlisle, PA 17013
 800 262-8448
 Fax 717 243-0439
 ely@pa.net

June 28, 2023

Brian Barrett, Director
 Haverford Township
 Parks & Recreation
 1014 Darby Rd.
 Havertown, PA 19083
 610-446-9397, bbarrett@havtwp.org

QUOTE

PA DGS COSTARS-014-E23-299

Westgate Park

PLAYWORLD, INC.

1 ea. 350-2161 Challengers Playstructure, Sale Flyer unit, Designed for ages 2-5 \$ 11,895.00

Colors: Upright Supports: _____, Steel Railings/Climber _____

Plastic Slide: _____ Plastic Rock Climber _____

1 ea. ZZX00839, Garden Crawl Tunnel, Designed for ages 2-5 2,805.00

Colors: Plastic end panels: _____, Crawl Tube: _____

Freight for non-sale items additional

| | |
|-------|--------------|
| | + 265.00 |
| Total | \$ 14,965.00 |

Delivery: Prices shown include free delivery of sale items.
 Price does not include unloading, storage or installation.
 Sale Prices effective until June 30th.

Terms: Balance due 30 Days After Delivery.

To Confirm order, please sign below, confirm colors & contact for delivery arrangements & return/fax

X _____ PO# _____

Thank you, *Tara Ely*



Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN GONDEK
2ND WARD SHERLY FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDAR
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVERFORD TOWNSHIP
MEMORANDUM

DATE: July 10, 2023
TO: David R. Burman, Township Manager
FROM: Daniel Mariani, Director of Public Works
SUBJECT: Pole Painting

Description:

I recommend that the Township of Haverford select Bryn Mawr Property Management LLC as the lowest responsible contractor, to paint one-hundred poles in the Township of Haverford. The funding for this project will derive from the General Operating Budget.

Business Information:

Bryn Mawr Property Management LLC
P.O. Box 703
Havertown, PA 19083
(610) 637-9999
B.M.PM@VERIZON.NET

Total Price:

\$18,999.00

Bryn Mawr Property Management LLC
P.O. Box 703
Havertown, PA 19083
(610)637-9999

BRYN MAWR
PROPERTY MANAGEMENT



B.M.PM@VERIZON.NET

Wednesday, June 21, 2023

Township Of Haverford
1010 Darby Rd.
Havertown, PA 19083

Location: 1010 Darby Rd., Havertown

| <i>Service</i> | <i>Price</i> | <i>Tax</i> | <i>Total Price</i> |
|--------------------------------------|--------------|------------|--------------------|
| Sand and Repaint Street Light Poles. | 18,999.00 | 0 | 18,999.00 |

[Signature]

Date: 6/21/23



Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES INC., ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVTT 20457

July 3, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Raymond Drive Basin Rehabilitation
Contract No. SS-47**

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Monday, June 26, 2023 at 10:00 a.m. for the above referenced contract. The low bidder was DePaul and Company Inc. of Plymouth Meeting, PA with a bid of \$249,376.00. We have worked with DePaul and Company Inc. on a limited basis in the past, and have found their work to be satisfactory. Additionally, we contacted several of the references provided. All indicated that their work is satisfactory.

We recommend the Township consider awarding the project to DePaul and Company Inc. in the amount of \$249,376.00 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/brg

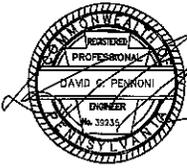
U:\Accounts\HAVTT\HAVTT20457 - Raymond Drive Basin\DOC PREP\BID TAB LTR (HAVTT20457).docx

The Township of Haverford
 Tabulation of Bids Received Until 10:00 AM
 Prevailing Time on June 26, 2023

HAVTT20457
 PAGE 1 of 1

CONTRACT NO. SS-47
 RAYMOND DRIVE BASIN REHABILITATION

| ITEM NO. | ESTIMATED QUANTITY/UNIT | DESCRIPTION | DePaul and Company Inc. 1000 Germantown Pike Suite D-4 Plymouth Meeting, PA 18862 | | James R. Kanney Excavating & Paving, 3360 Germantown Pike Collegeville, PA 19426 | | N. Abbondio Contractors, Inc. 1280 Conshohocken Road Conshohocken, PA 19428 | | Richard E. Pierson Construction Co. 426 Swedesboro Road Pilesgrove, NJ 08068 | | Land Tech Enterprises 3084B Erlsford Road Warrington, PA 18976 | |
|---|-------------------------|---|--|--------------|--|--------------|---|---------------|--|--------------|--|---------------|
| | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 47-1 | 1 LS | Furnishing, Installation, Maintenance and Removal of Temporary Controls | \$ 5,000.00 | \$ 5,000.00 | \$ 35,000.00 | \$ 35,000.00 | \$ 40,275.00 | \$ 40,275.00 | \$ 65,000.00 | \$ 65,000.00 | \$ 82,000.00 | \$ 82,000.00 |
| 47-2 | 1 LS | Clearing and Grubbing | \$ 39,000.00 | \$ 39,000.00 | \$ 18,000.00 | \$ 18,000.00 | \$ 128,785.00 | \$ 128,785.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 77,000.00 | \$ 77,000.00 |
| 47-3 | 1 LS | Excavation of Basin Bottom and Grading of Basin Slopes | \$ 39,876.00 | \$ 39,876.00 | \$ 55,000.00 | \$ 55,000.00 | \$ 22,480.00 | \$ 22,480.00 | \$ 74,000.00 | \$ 74,000.00 | \$ 97,500.00 | \$ 97,500.00 |
| 47-4 | 1 LS | Furnishing and Installation of Amended Soils | \$ 40,000.00 | \$ 40,000.00 | \$ 58,800.00 | \$ 58,800.00 | \$ 34,490.00 | \$ 34,490.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 26,000.00 | \$ 26,000.00 |
| 47-5 | 1 LS | Furnishing and Installation of Basin Plantings | \$ 48,000.00 | \$ 48,000.00 | \$ 13,395.00 | \$ 13,395.00 | \$ 24,960.00 | \$ 24,960.00 | \$ 11,200.00 | \$ 11,200.00 | \$ 19,500.00 | \$ 19,500.00 |
| 47-6 | 450 CY | Removal and Legal Disposal of Excavated Material | \$ 90.00 | \$ 43,200.00 | \$ 85.00 | \$ 40,800.00 | \$ 41.00 | \$ 19,880.00 | \$ 115.00 | \$ 59,200.00 | \$ 225.00 | \$ 108,000.00 |
| 47-7 | 50 CY | Miscellaneous Excavation and Backfill | \$ 100.00 | \$ 5,000.00 | \$ 300.00 | \$ 15,000.00 | \$ 144.00 | \$ 7,200.00 | \$ 110.00 | \$ 5,500.00 | \$ 175.00 | \$ 8,750.00 |
| 47-8 | 250 SY | Restoration of Access Route | \$ 45.00 | \$ 11,250.00 | \$ 50.00 | \$ 12,500.00 | \$ 114.00 | \$ 28,500.00 | \$ 96.00 | \$ 14,000.00 | \$ 42.00 | \$ 10,500.00 |
| 47-9 | 1 LS | Furnishing and Installation of Riprap | \$ 5,000.00 | \$ 5,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 7,470.00 | \$ 7,470.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 6,900.00 | \$ 6,900.00 |
| 47-10 | 145 LF | Furnishing and Installation of Underdrain | \$ 90.00 | \$ 13,050.00 | \$ 90.00 | \$ 7,280.00 | \$ 80.00 | \$ 11,600.00 | \$ 60.00 | \$ 8,700.00 | \$ 60.00 | \$ 8,700.00 |
| TOTAL BID FOR CONTRACT NO. SS-47 | | | \$249,376.00 | | \$267,745.00 | | \$325,400.00 | | \$345,600.00 | | \$414,850.00 | |
| Bid Security | | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | |
| Acknowledge Addendum 1, 2, and 3 | | | Yes | | Yes | | Yes | | Yes | | Yes | |



We Declare this to be a true Tabulation of Bids
 Received on June 26, 2023 by the Township of Haverford
 for Contract No. SS-47 Raymond Drive Basin Rehabilitation.

PENNONI ASSOCIATES, INC.
 David Pennoni, P.E., PENNA.REG.NO. 039235-E

HAVERFORD TOWNSHIP MEMORANDUM

DATE: June 30, 2023

TO: David R. Burman, Township Manager

FROM: Eileen Mottola -- Assistant Director of Parks and Recreation

SUBJECT: Approval for professional services rendered

Haverford Township received a grant from the U.S. Department of Agriculture in the amount of \$88, 848 to study a Compost and Food Waste Reduction Pilot Program in Haverford Township. Part of the grant goes towards hiring a consultant for the study. The Township received two proposals from the published RFPs and together with the EAC has chosen KRF Environmental to provide the analysis. KRF is a certified woman-owned small business run by a Haverford Township native. They have decades of expertise helping PA municipalities evaluate, create, and implement recycling and waste collection ordinances and programs.

The fee for the entire project (including organization and coordination, data gathering, report writing, presentation, and insurance) comes to \$18,600 and 100% will be covered by the grant.

If there are any questions, I will be on hand for the Board of Commissioner meeting on July 10, 2023.

June 7, 2023

David R. Burman
Township Manager/Secretary
Township of Haverford
1014 Darby Road
Havertown, PA 19083

RE: Haverford Township
Curbside Food Waste Collection Proposal
KRF File No. MKT2301

Dear David:

KRF Environmental LLC is pleased to provide you with a proposal for the completion of the municipality's Curbside Food Waste Collection Analysis. Included for your review are the qualifications, proposed scope of work, project experience, key personnel, schedule, and project costs.

Why KRF Environmental LLC?

KRF Environmental LLC is a certified woman-owned small business run by a Havertown native who has decades of expertise helping PA municipalities evaluate, create, and implement recycling and waste collection ordinances and programs.

1.0 Contact Information

Kate Ferry, P.E.
KRF Environmental LLC
2500 West Darby Road
Havertown, PA 19083
tel (610) 291-9813
KRFenvironmental@gmail.com
www.KRFenvironmental.com

2.0 Company Qualifications, Capabilities, and Certifications

KRF Environmental LLC, a woman-owned environmental consulting firm based in Pennsylvania was founded in 2009 to:

- assist municipalities with sustainable solid waste management plans, Act 101 Compliance, PADEP Recycling Technical Assistance Grants, PADEP Section 902 Recycling Grant applications, PADEP Section 904 Recycling Performance Grant applications and data collection, solid waste reduction, waste program efficiency, and overall recycling program improvement; and

- design stormwater, water, and wastewater treatment solutions, and restore watersheds and streams, through design, permitting, bidding, construction management, and oversight.

KRF Environmental LLC strives to develop good working relationships with municipalities, counties, waste processors, and local Pennsylvania Department of Environmental Protection (PADEP) representatives to facilitate the education and empowerment of communities to reduce their solid waste output and increase opportunities for material reuse, recycling, and composting.

KRF Environmental LLC is led by Kate Ferry, P.E., a licensed professional engineer with 20+ years of experience.

KRF Environmental LLC holds the following certifications.

- Self-Certified Small Business with the Pennsylvania Bureau of Diversity, Inclusion, and Small Business Opportunities (BDISBO) certification #547372-2022-05-SB
- Certified U.S. Small Business Administration (SBA) Economically-Disadvantaged Woman-Owned Small Business (EDWOSB)

No portion of this project is to be outsourced.

KRF Environmental LLC has worked with the Pennsylvania Department of Environmental Protection (PADEP) since 2012 as a subcontractor to provide municipalities in Pennsylvania technical assistance with solid waste, recycling, and composting program start-up, analysis, improvement, grants and funding, and efficacy. KRF Environmental LLC has assisted municipalities in Delaware County, Montgomery County, Chester County, and Bucks County either through direct contracts or the PADEP Technical Assistance program.

3.0 Technical Approach/ Proposed Scope of Services

The proposed scope of work includes the completion of the Haverford Township Curbside Food Waste Collection Analysis Report, Summary, and Presentation. A digital copy of the final report materials will be sent to the municipality for the municipal records.

The scope of work has been divided into the following tasks:

- Task 1 – Project Organization and Coordination**
- Task 2 – Data Gathering**
- Task 3 – Report Writing, Data Tables, and Appendices**
- Task 4 – Presentation and Report Revision**
- Task 5 – OPTIONAL: Additional Insurance Coverage**

Each of the above tasks is described in the following sections.

Task 1 – Project Organization and Coordination

KRF Environmental LLC (KRF) will provide Haverford Township (the Township) with monthly invoices and status reports. We will work with the Township to determine the desired content and outline of the Final Report and Presentation, and will conduct periodic check-ins with Township representatives as the project progresses. KRF will work directly with Township staff through scheduled meetings in person, by phone, and/or video conferences.

Task 2 – Data Gathering

KRF will provide logistical technical assistance to determine the feasibility, implementation, and transition to curbside composting collection. KRF will gather information on township relevant waste management operations in coordination with public works staff which will include site visits or virtual meetings. KRF will gather the necessary data to assess the needs for a municipally-run program. KRF will contact other municipalities with similar programs to determine the program details, required resources, enforcement procedures, education methods, participation rates, cost lines, waste diversion, and other pertinent information and best practices. KRF will assess funding options, determine labor requirements, estimate labor loading and schedules, and determine contingency plans for onboarding and program start-up. KRF will review data from other municipalities' Pay-As-You-Throw (PAYT) programs with relation to composting opportunities to assess the effects on curbside composting participation. KRF will gather information from the local compost haulers to assess cost, services, limits, abilities, education, schedules, and environmental impact. KRF will contact Delaware County Solid Waste representatives to determine the current best practices in the County and surrounding areas. KRF will develop 5-year cost/benefit/participation/diversion/Return-on-Investment calculations and comparison, detailing assumptions and estimates.

Task 3 – Report Writing, Data Tables, and Appendices

KRF will complete and submit a written report and executive summary to the Township and will conduct a presentation of the analysis and recommendations to the Board of Commissioners (BOC). The report will outline two options for curbside compost collection:

Option 1: Third-Party contracted curbside food waste collection

Option 2: Township curbside food waste collection

KRF will include the following information for each option:

1. Cost/savings of adding this new service, including detailed cost estimates and potential funding sources for initial implementation and ongoing operations for at least five years.
2. A potential weekly pickup and tipping schedule that includes trash, recycling, brush, and food waste composting pickup with detailed estimates of the redistributed waste stream loads that effectively distributes personnel and equipment resources throughout the week.

3. Contingency plans for unequal distribution at the start of the implementation.
4. Recommendations for changes to existing, or acquisition of new, equipment.
5. Future Planning: Influence of a bag or tag hybrid “pay as you throw” (PAYT) program implementation on the cost/savings of curbside composting.

KRF will provide the Township BOC with recommendations on the most cost effective method of implementing a new curbside food waste pickup and details on how that can be successfully implemented in Haverford Township. The report will include information on similar residential composting programs and recommendations and/or lessons learned by other municipalities. Data tables comparing estimated costs, savings, participation, waste stream diversion, capital expenditures, and return-on-investment times (as applicable) for the two options will be included as an Appendix.

KRF will submit a digital copy of the final report and an executive summary to the Township BOC for review at least two weeks prior to the BOC presentation.

Task 4 – Presentation and Report Revision

KRF will prepare final presentation slides and present the report, program analysis, and recommendations to the BOC. KRF will field questions and provide clarification as requested. Based on any questions or clarification requested by the BOC, KRF will provide up to four hours of report revision or addenda. KRF will provide the Township with a digital copy of the revised report.

Task 5 – OPTIONAL: Additional Insurance Coverage

KRF carries insurance that meets or exceeds *some* of the stated requirements in the Request for Proposal. Other insurance requirements may not be applicable, seeing that KRF is an LLC operating as a sole proprietorship. Other clients have waived some lines. The insurance coverage offered–without the additional coverage–is as follows.

- **General Liability:** The RFP require limits of \$1 Million per Occurrence/ \$2 Million Aggregate. KRF carries higher limits of \$2 Million per Occurrence/ \$4 Million Aggregate.
- **Business Auto:** The RFP requires \$1 Million Combined Single Limit. KRF does not own any company vehicles titled to KRF Environmental therefore KRF has a Hired and Non Owned Auto insurance policy for \$2,000,000 Combined Single Limit.
- **Workers Compensation and Employers Liability:** As an LLC operating as a sole proprietor with no employees KRF is not required to carry this. KRF has previously signed waivers with clients.
- **Umbrella Liability:** KRF requests that the Township waive this requirement completely since we carry higher limits on the underlying General Liability and Business Auto Liability. Umbrella Liability sits over top of the underlying General Liability And Auto Liability to protect from a catastrophic loss. If the Township won't waive it entirely, KRF requests the Township go with limits of \$1 Million/ \$1

Million because together with the required underlying KRF would still carry the correct amount.

- **Commercial Crime:** This should not apply in this case, again due to KRF operating as a sole proprietorship. KRF does carry Employee Dishonesty (including ERISA) at \$25,000, Forgery at \$25,000, and Computer Fraud at \$5,000.
- **Professional Liability Errors and Omission Insurance:** This should not apply in this case, as the contracted work does not require a licensed professional. KRF's principal Kate Ferry is a PA-licensed engineer, but no work in this contract requires a Professional Engineer's seal.
- **Cyber/Technology Insurance:** Given the type of work under this contract, this should not be a requirement.

KRF can provide additional insurance of a \$2,000,000/\$2,000,000 Umbrella to our existing policy, if desired by the Township, at an additional cost of \$700 per year for the required three years, an aggregate cost of \$2,100. These costs are detailed in Section 7.0 Cost Proposal. If other additional insurance is required, KRF can provide a specific cost for the additional lines.

4.0 Past Project Experience

KRF has worked with many Pennsylvania municipalities. The following are select projects/clients.

Borough of Morton – Michele Roberts/Martha Preston – 610-543-4565

- Projects included Solid waste ordinance writing, cost/benefit analysis of solid waste management options, Section 904 grant data collection and application, recycling education, PADEP recycling technical assistance, recycling program start-up and implementation, residential solid waste education, commercial solid waste education, hauler ordinance revision education, landlord/tenant recycling education, and recycling hauler RFP writing.

Borough of East Greenville – Jim Fry – 215-679-5194

- Project included cost/benefit/efficiency analysis of modifications to an existing under-performing Pay-as-you-throw waste program.

Borough of Bridgeport – Keith Truman – 610-272-1811

- Projects included solid waste ordinance writing, cost/benefit analysis of solid waste management options, Section 904 grant data collection and application, recycling education, PADEP recycling technical assistance, recycling program start-up and implementation, residential solid waste education, commercial solid waste education, hauler ordinance revision education, landlord/tenant recycling education, and recycling hauler RFP writing.

Select additional municipalities served: Lower Frederick Township, Honey Brook Township, West Bradford Township, Douglass Township, Borough of Eddystone

5.0 Key Personnel

Kate Ferry, P.E. is a licensed professional engineer with 20+ years of experience in environmental engineering, recycling performance, and water resources, specializing in recycling program and water system improvement, data analysis, design efficiency, regulation compliance, client education, obtaining grants, and building client relationships.

Since 2009, Kate has been the principal and owner of KRF Environmental LLC, previously operating under the sole proprietorship known as KRF Environmental, where she has developed rapport and relationships with municipalities, Pennsylvania Department of Environmental Protection representatives, County officials, and other local agencies. Since 2019, Kate has also served as an Adjunct Professor in the Biology Department at Eastern University in St. Davids, PA, teaching Earthkeeping Environmental Science, Environmental Science Lab, as well as Introduction to Faith, Reason, and Justice. From 2002 to 2009, Kate was an Engineering Project Manager at F. X. Browne, Inc. in Lansdale, PA, where she managed and performed marketing, budgeting, labor, design, permitting, bidding, construction management, and client relationship building for wastewater treatment plants, water supply systems, lake dredgings, stream restorations, stormwater management plans, watershed management plans, municipal engineering tasks, sewer authority engineering tasks, and municipal recycling coordinator tasks. Kate received her Masters in Water Resources and Environmental Engineering from Villanova University in 2006.

Kate is a long-time resident of Haverford Township, PA. She lived in Havertown for 22 years, moved away, then moved back with her family, and has now lived in Havertown an additional 9 years. Kate has familiarity with the rhythms, culture, institutions, and administration in Haverford Township.

6.0 Schedule

KRF Environmental can begin work on this project immediately upon receiving the notice to proceed from Haverford Township. Please sign and return the acceptance agreement found at the end of this proposal, or provide approved agreement documents. The timeline below is based on a June 30th project start date. Should the Township delay the award of the project, an updated timeline would be provided.

| Task | Description | Estimated Completion Date |
|-------------|---|----------------------------------|
| 1 | Project Organization and Coordination | 01/2024 |
| 2 | Data Gathering | 11/2023 |
| 3 | Report Writing, Data Tables, and Appendices | 12/2023 |
| 4 | Presentation and Report Revision | 01/2024 |

7.0 Cost Proposal

KRF Environmental will perform the above scope of work for a not-to-exceed lump sum of \$16,500. Additional insurance coverage and associated costs are optional. The municipality will be billed monthly based upon the percent completion of all tasks. Payment terms are 30 days. An approximate breakdown of cost by task is presented below:

| Task | Description | Cost |
|-------------|---|-----------------|
| 1 | Project Organization and Coordination | \$ 900 |
| 2 | Data Gathering | \$ 10,800 |
| 3 | Report Writing, Data Tables, and Appendices | \$ 3,700 |
| 4 | Presentation and Report Revision | \$ 1,100 |
| | TOTAL | \$16,500 |
| 5 | OPTIONAL: Additional Insurance Coverage | \$ 2,100 |

If you have any questions or would like additional information, please feel free to contact me at 610.291.9813. Thank you.

Sincerely,
KRF Environmental LLC



By:
Kate Ferry, P.E.
Environmental Consultant

Acceptance Agreement

Haverford Township Curbside Food Waste Collection Analysis Contract

I understand and accept the Scope of Services, costs, and schedule described in this letter proposal.

Signature

Date

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, August 7, 2023

7:00 P.M.

Presentation: Brookline Park Master Plan Update

Dave Pennoni – MS4 Report

Commissioner Committee Updates

Police Department – Crime Update

NEXT WEEK:

Resolution No. 2322-2023

Prel/Final Land Development - Lawson Avenue

Resolution No. 2324-2023

ARPA Purchase – Parks & Rec – LED Lights

Adoption of the Brookline Park Master Plan

2 Tax Settlements

2024 Budget Adoption Schedule

Contract Awards

2023 – 2024 Salt Contract (joint with other municipalities)

Purchases

Police Department

4 Traffic Speed Signs with Software and Hardware

Parks and Recreation

LED Lights

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING
MONDAY, AUGUST 14, 2023 AT 7:00 PM**

1. Opening of Meeting
 - a. Roll Call
 - b. Pledge of Allegiance

2. Presentation: Brookline Park Master Plan Update

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

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 10, 2023

Motion: to approve the Regular Meeting Minutes of July 10, 2023

Voting order 1 2 3 5 7 8 9 4 6

8. Approval of Warrants

Motion: to approve the following warrant #8-2023 totaling \$4,340,904.29

- General & Sewer fund Payroll for July 20, 2023 in the amount of \$823,013.59
- General & Sewer fund Payroll for August 3, 2023 in the amount of \$856,386.27
- General Fund disbursements #8-2023 in the amount of \$1,715,397.31
- Sewer Fund disbursements #8-2023 in the amount of \$411,932.86
- Community Development Block Grant Fund disbursement #8-2023
in the amount of \$46,602.00
- Capital Projects Fund disbursement #8-2023 in the amount of \$328,438.50
- American Rescue Plan Fund disbursement #8-2023 in the amount of \$132,606.12
- Credit Card Statement ending July 27, 2023 in the amount of \$27,527.64

Voting order 1 2 3 5 7 8 9 4 6

Parks and Recreation – LED Lights

Motion: to authorize the purchase of LED lights for Basketball courts in Bailey Park, Highland Farms Park, Elwell Field, Preston, Westgate Park and Merry Place from Colonial Electric Supply Company, Inc., King of Prussia, PA, under CoStars Contract #008-E22-779, in the amount of \$12,769.36; to be paid from the Township’s American Rescue Plan Fund.

Voting order 1 2 3 5 7 8 9 4 6

15. Continuation of Citizen’s Forum for Non-Agenda Items

16. New business

17. Other business

18. Adjourn

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, AUGUST 14, 2023 AT 7:00 PM**

1. **Opening of Meeting** – President of the Board, Commissioner Holmes opened the meeting and indicated that the Board met in Executive Session prior to the meeting and two other times regarding real estate matters.

a. Roll Call – 8 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Commissioner Cavender was absent.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Chief John Viola, Paramedic Chief Jim McCans, Brian Barrett, Parks & Recreation Director, Eileen Mottola, Assistant Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officers and Chuck Faulkner, Pennoni Associates.

b. Pledge of Allegiance

2. **Presentation**: Brookline Park Master Plan Update presented by Simone Collins. Discussion began.

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

Mike Brenner – 18 Patton Drive – Mr. Brenner presented to the Board his idea for an accessible, inclusive sport facility in the Township – known as Bankshot Basketball.

Robert Flannigan – Brookline Boulevard resident – spoke on the recent suicides in the township and how it has directly touched his family. This is a prevalent problem; especially the high rate of military. He also spoke on crime in the township.

Lynn Elliott – Polo Road resident – the township needs to press the pause button on this project with Lower Merion Township. Trees will be cut down to make way for buses.

Donna Rabena – Havertown resident – spoke on her idea of accelerating restoration of HT streets.

Alan Polsky – Kenmore Road resident – Mr. Polsky is in favor of the Brookline Park. However, he did have parking, maintenance and bathroom concerns.

END OF REGISTERED SPEAKERS

Open Forum

Michele Alvare – Hastings Avenue – Chair of Parks and Recreation Board – She asked that the Board approve the plan. There was a great deal of public input.

Jaime Jilozian – 203 Landover Road – She thanked the board for taking on a Master Plan for the Brookline Park. This is fabulous.

Monet Reilly – 400 Glendale Road and 9th Ward Commissioner Candidate.

Ms. Reilly met with residents in the Pilgrim Garden section. They had concerns about Warrior Road. She is excited about the Brookline Park and the possibility of Bankshot Basketball.

Rev. Tim Johansen – Pastor, Temple Lutheran Church and resident – A new park is a very exciting prospect. He asked Brian Barrett if bathrooms would be a problem? Brian said no.

Melissa Raffle - 245 Kenmore Road – Ms. Raffle is a part of the Steering Committee. This park is going to be beautiful.

END OF CITIZENS FORUM

Commissioner Holmes did offer Mr. Flannigan his condolences on his family losses. If anyone is in crisis, the Suicide Hotline number is 988.

4. Bureau of Fire Update – presented by Commissioner Wechsler. Commissioner Wechsler thanked the Manoa Fire Company, Marine Unit 56, Search and Rescue for responding to Upper Makefield, Bucks County, on July 15th.

5. Township Auditor Update – Mr. Anderson reviewed the warrants and found no discrepancies.

6. David R. Burman – Township Manager’s Update

Thanks for public works and first responder efforts during and after storms from last Monday.

8/26/2023 – Shredding Event

9/9/2023 – Music Festival

10/7/2023 – Haverford Township Day

10/14/2023 – Music Festival

11/25/2023 – E-Waste Event

7. Approval of Minutes Regular Meeting Minutes of July 10, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Gondek to approve the Regular Meeting Minutes of July 10, 2023.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve the following warrant #8-2023 totaling \$4,340,904.29

General & Sewer fund Payroll for July 20, 2023 in the amount of \$823,013.59
General & Sewer fund Payroll for August 3, 2023 in the amount of \$856,386.27
General Fund disbursements #8-2023 in the amount of \$1,715,397.31
Sewer Fund disbursements #8-2023 in the amount of \$411,932.86
Community Development Block Grant Fund disbursement #8-2023 in the amount of \$46,602.00
Capital Projects Fund disbursement #8-2023 in the amount of \$328,438.50
American Rescue Plan Fund disbursement #8-2023 in the amount of \$132,606.12
Credit Card Statement ending July 27, 2023 in the amount of \$27,527.64

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Two Assessment Appeals

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the settlement and stipulation of Counsel in matter of an owner initiated property tax assessment appeal for property located at 731 Ashurst Road (D.C. Folio #22-08-00045-00) pending in the Court of Common Pleas of Delaware County No. 2021-009930 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the settlement and stipulation of Counsel in matter of an owner initiated property tax assessment appeal for property located at 773 Haverford Road (Bryn Mawr Village) (D.C. Folio #22-05-00360-01) pending in the Court of Common Pleas of Delaware County No. 2022-009291 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. 2024 Budget Adoption Schedule

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to adopt the 2024 Budget Adoption Schedule.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Parks and Recreation – Brookline Park Master Plan

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt the Brookline Park Master Plan as a guide for the future development and renovation of Brookline Park.

Roll Called.

6 Commissioners voted Yes: Commissioners Gondek, McCloskey, Quinn, Hart, Wechsler and Trombetta.

2 Commissioners voted No: Commissioners Forste-Grupp and Holmes.

12. Resolution No. 2322-2023

Preliminary/Final Plan of Subdivision - Lawson Avenue

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt Resolution No. 2322-2023 approving the Preliminary/Final Plan of Subdivision for Sleepy Valley Holdings, LLC, 774 Lawson Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-08-00649-00 has been submitted to subdivide a 15,228 square foot lot into two parcels, with Lot “1” to contain 7,233 square feet, and Lot “2” to contain 7,995 square feet. An existing single family home is to be demolished, and two new single family dwellings will be constructed with associated improvements. The existing lot contains three nonconforming parcels, shown on the plan as Parcels “A”, “B”, & “C”. The subject property is within the R-4 Zoning District, and is located in the 8th Ward. The aforesaid plans were prepared by Yohn Engineering, LLC, Collegeville, PA 19426, dated December 20, 2022, and last revised on May 17, 2023; subject to following conditions:

1. The applicant will comply with the items of the Township Engineer’s review letter dated June 6, 2023 to the satisfaction of the Township.

2. Prior to recording the by-right subdivision plan dated December 20, 2023, and last revised on May 17, 2023 as a final plan, the applicant shall pursue the variances needed to implement the “alternative” plan to retain the existing house on Lot 1 by applying to the Haverford Township Zoning Hearing Board.

3. In the event that the Zoning Hearing Board grants the necessary relief to implement the “alternate” plan as the final plan, and if no appeal is taken from such approval, the applicant shall record and develop the properties in accordance with the “alternate” plan.

Roll Called.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler and Trombetta

1 Commissioner voted No: Commissioner Holmes

13. Resolution No. 2324-2023

ARPA - Parks and Recreation - LED Lights

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to adopt Resolution No. 2324-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$12,769.36 of the Township’s American Rescue Plan Fund allocation for the purchase of LED replacement lights in Bailey Park, Highland Farms Park, Elwell Field, Preston, Westgate Park and Merry Place

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Contract Awards

Public Works

2023 – 2024 Salt Contract

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to award the 2023-2024 Salt Contract to Eastern Salt Company, Inc, in the amount of \$73.73 /ton; submitting the lowest responsible bid.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Purchases

Police Department - 4 Traffic Speed Signs with Software and Hardware

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to authorize the purchase of 4 Traffic Speed Signs with Software and Hardware from All Traffic Solutions, 3100 Research Drive, State College, PA, under CoStars Contract 012-E22-305, in the amount of \$21,231.19.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation – LED Lights

Motion made by Commissioner Hart and seconded by Commissioner Quinn to authorize the purchase of LED lights for Basketball courts in Bailey Park, Highland Farms Park, Elwell Field, Preston, Westgate Park and Merry Place from Colonial Electric Supply Company, Inc., King of Prussia, PA, under CoStars Contract #008-E22-779, in the amount of \$12,769.36; to be paid from the Township's American Rescue Plan Fund.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

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

Todd Hall – Country Club Lane resident – Mr. Hall thanked the Parks and Recreation Department for another great summer camp program.

Michelle Alvare thanked the Board for approving the Brookline Park plan.

Monet Reilly – Ms. Reilly indicated that Walk-ability to Merry Plan is terrible. She asked when AQUA is going to repave Glendale Road. She thanked the Board for approving the purchase of the two new evacuation chairs.

16. New business – none to report.

17. Other business

1st Ward Commissioner Brian Gondek, Esq.

Summer is winding down. He announced that his eldest daughter will begin college.

He reminded everyone to stay safe.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D.

Commissioner Forste-Grupp announced that the library is ending their Summer Reading Program. She highlighted the amount of minutes of reading time throughout the summer.

3rd Ward Commissioner Kevin McCloskey, Esq.

Commissioner McCloskey announced the two upcoming music festivals: September 9th and October 14th.

7th Ward Commissioner Conor Quinn

Commissioner Quinn stated that the township did not cut the trees on Brookline Boulevard; PaDot did.

8th Ward Commissioner Gerry Hart, M.D.

Commissioner Hart thanked the Board for approving the Brookline Park plan and for the Steering Committee's work.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler reminded everyone that football and soccer practices have begun and normally finish around 8:30 – 9 p.m. Please be careful driving.

4th Ward Commissioner Judy Trombetta

Commissioner Trombetta announced three township programs: Senior/Widowed/Disabled Residents Economic Recovery Payment Program which will end December 15, 2023. For those that are interested in composting, the first 600 households can try it out free for two months and Women and Minority business owners may apply for a grant up to \$10,000.00.

She thanked the IT Department and Christina Mann for the new website look!

Commissioner Trombetta thanked the Parks and Recreation Department for another wonderful summer camp year. Her son was a participant.

6th Ward Commissioner Larry Holmes, Esq.

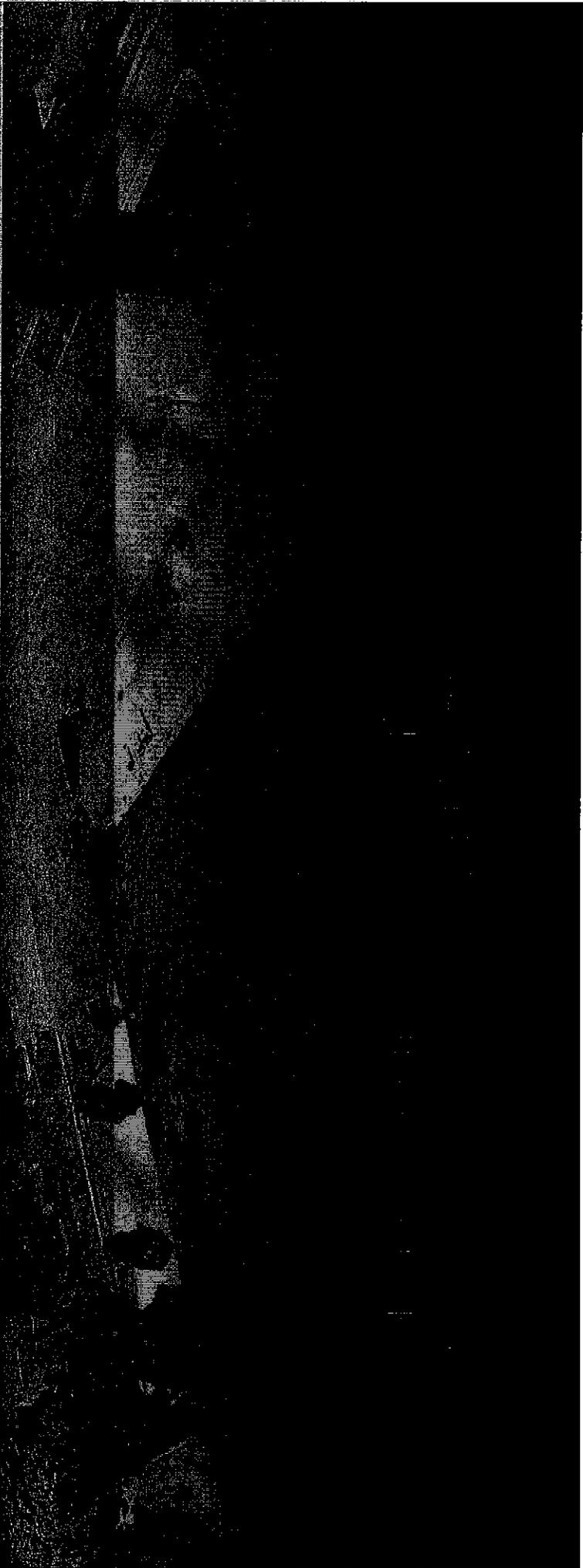
Commissioner Holmes thanked all the Citizen Forum participants.

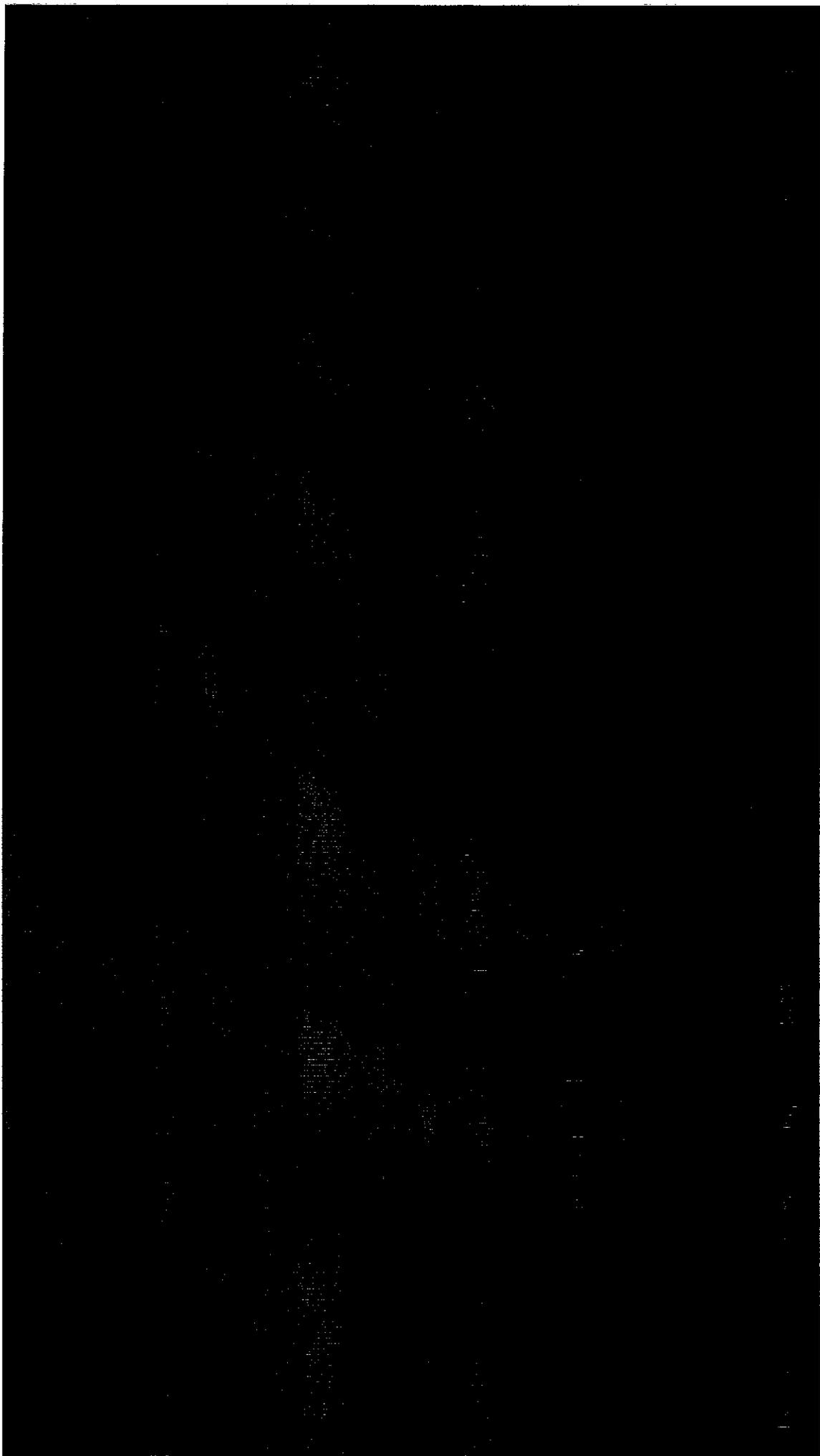
The Board has acted on the Brookline Park. He did thank all those that selflessly worked on the project.

He, too, announced that his son is going off to college.

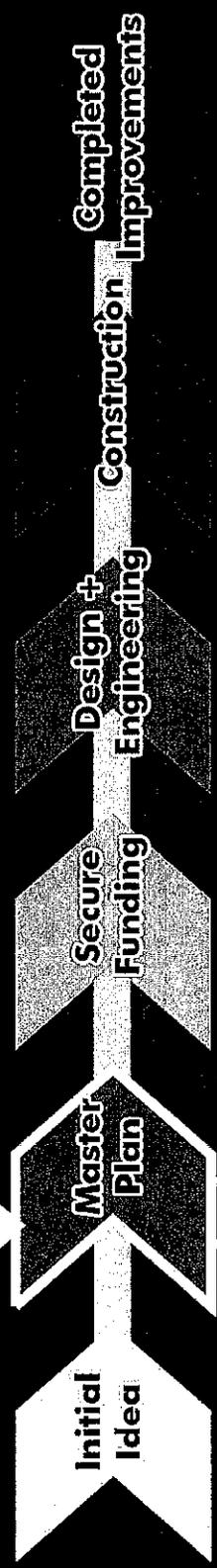
18. All Commissioners agreed to adjourn.

BROOKLINE PARK
Master Plan





We are Here



BROOKLINE PARK MEETINGS

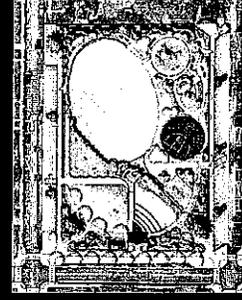
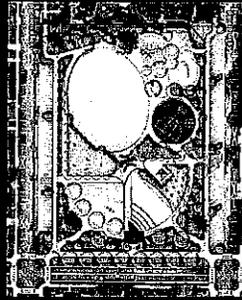
| | PURPOSE | DATE | TIME |
|----------------------------------|----------------------------|--------------------|---------------------|
| Steering Committee Meeting 1 | Project review, proposals | Wed, Dec 15, 2022 | 7:00 AM - 8:30 PM |
| Steering Committee Meeting 2 | Site Visit / Brainstorming | Wed, Oct 19, 2022 | 2:30 PM - 3:30 PM |
| Public Meeting 1 | Brainstorming | Mon, Oct 24, 2022 | 7:00 PM - 10:00 PM |
| Focus Group Meeting 1 | Men's Group | Wed, Nov 9, 2022 | 5:30 PM - 8:00 PM |
| Focus Group Meeting 2 | Neighborhood | Thu, Nov 10, 2022 | 5:30 PM - 8:00 PM |
| Focus Group Meeting 3 | Middle School Students | Fri, Nov 11, 2022 | 5:00 PM - 7:00 PM |
| Focus Group Meeting 4 | Parfield Clinic | Wed, Nov 16, 2022 | 2:30 PM - 5:00 PM |
| Focus Group Meeting 5 | Senior Citizens | TBD | TBD |
| Steering Committee Meeting 3 | Initial Concepts | Wed, Jan 4, 2023 | 7:00 AM - 9:00 AM |
| Public Meeting 2 | Initial Concepts | Thu, Jan 5, 2023 | 7:00 AM - 10:00 AM |
| Steering Committee Meeting 4 | Concepts Refinement | Tues, Jun 13, 2023 | 10:00 AM - 11:30 AM |
| Steering Committee Meeting 5 | Pre-Draft Master Plan | Tues, Jun 27, 2023 | 10:00 AM - 11:30 AM |
| Public Meeting 3 | Draft Master Plan | Wed, Jun 28, 2023 | 10:00 AM - 11:30 AM |
| Board of Commissioners Meeting 1 | Draft Master Plan | Mon, Jun 19, 2023 | |
| Steering Committee Meeting 6 | Review Draft Plan comments | Thu, June 29, 2023 | 7:00 AM - 8:30 AM |
| Public Meeting 4 | Final Master Plan | Thu, Jun 29, 2023 | 8:00 AM - 10:00 AM |

BOC Meeting 2

Final Master Plan

Mon, Aug 7, 2023

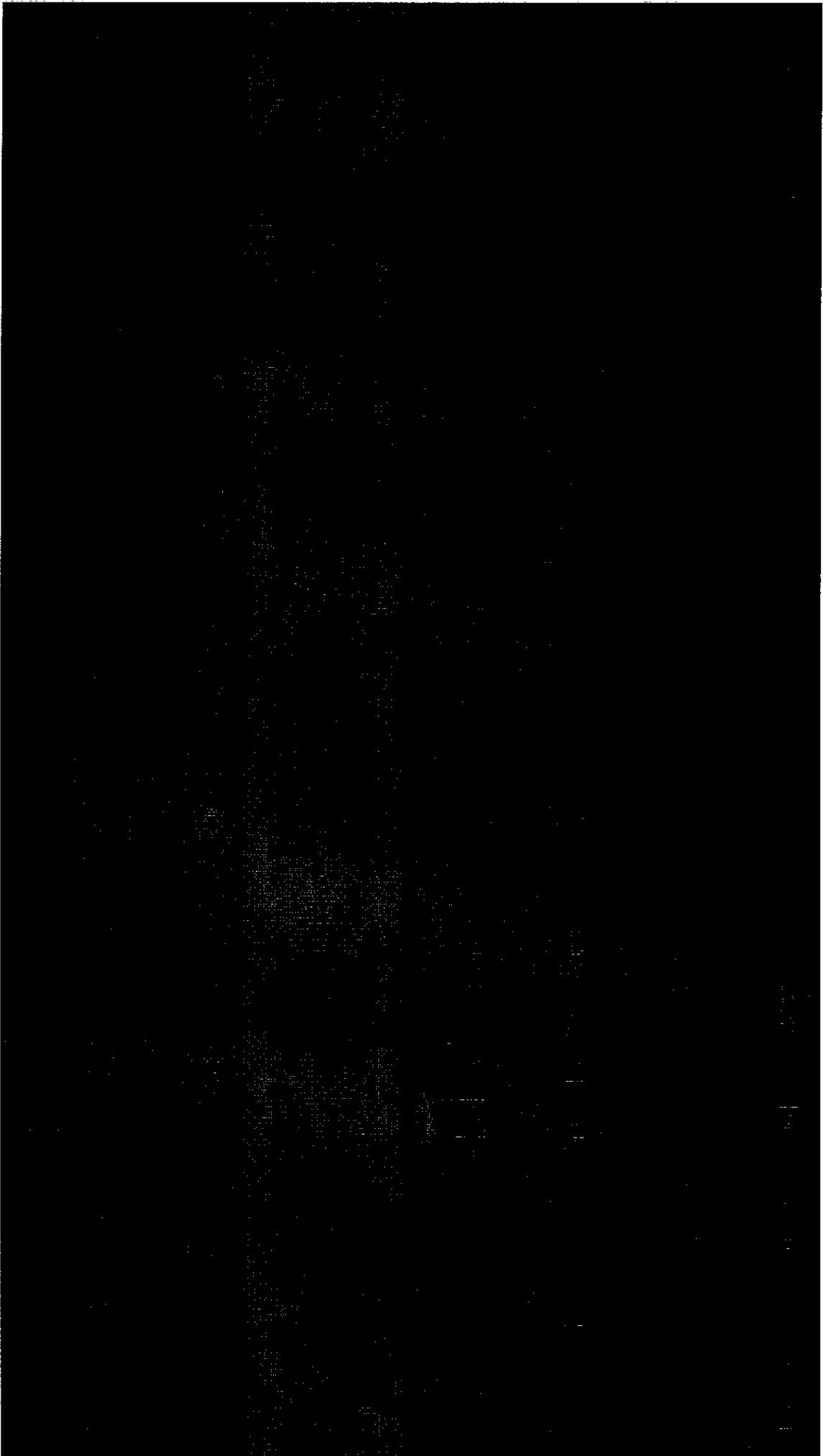




3.7

2.9

2.9

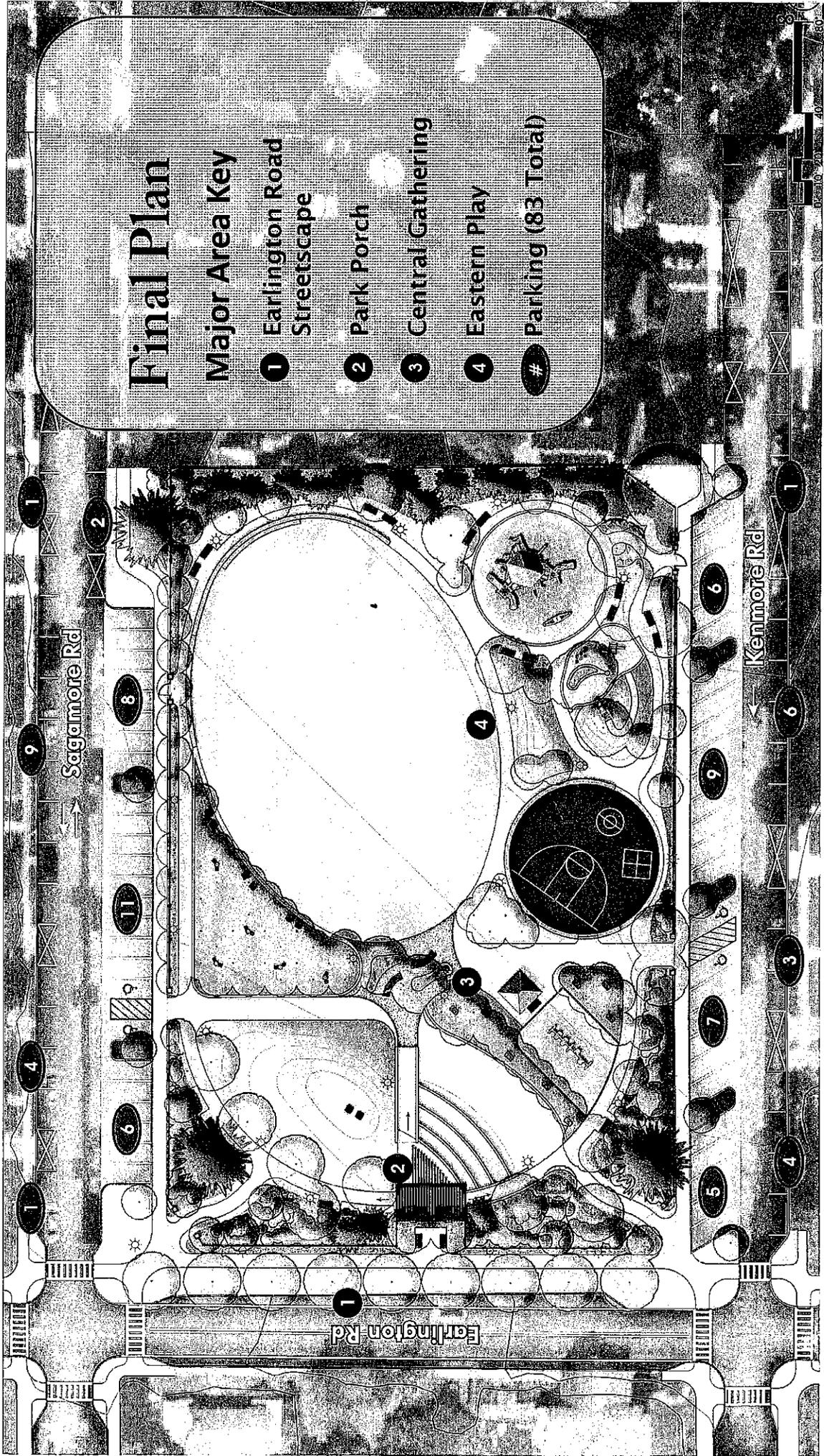




Final Plan

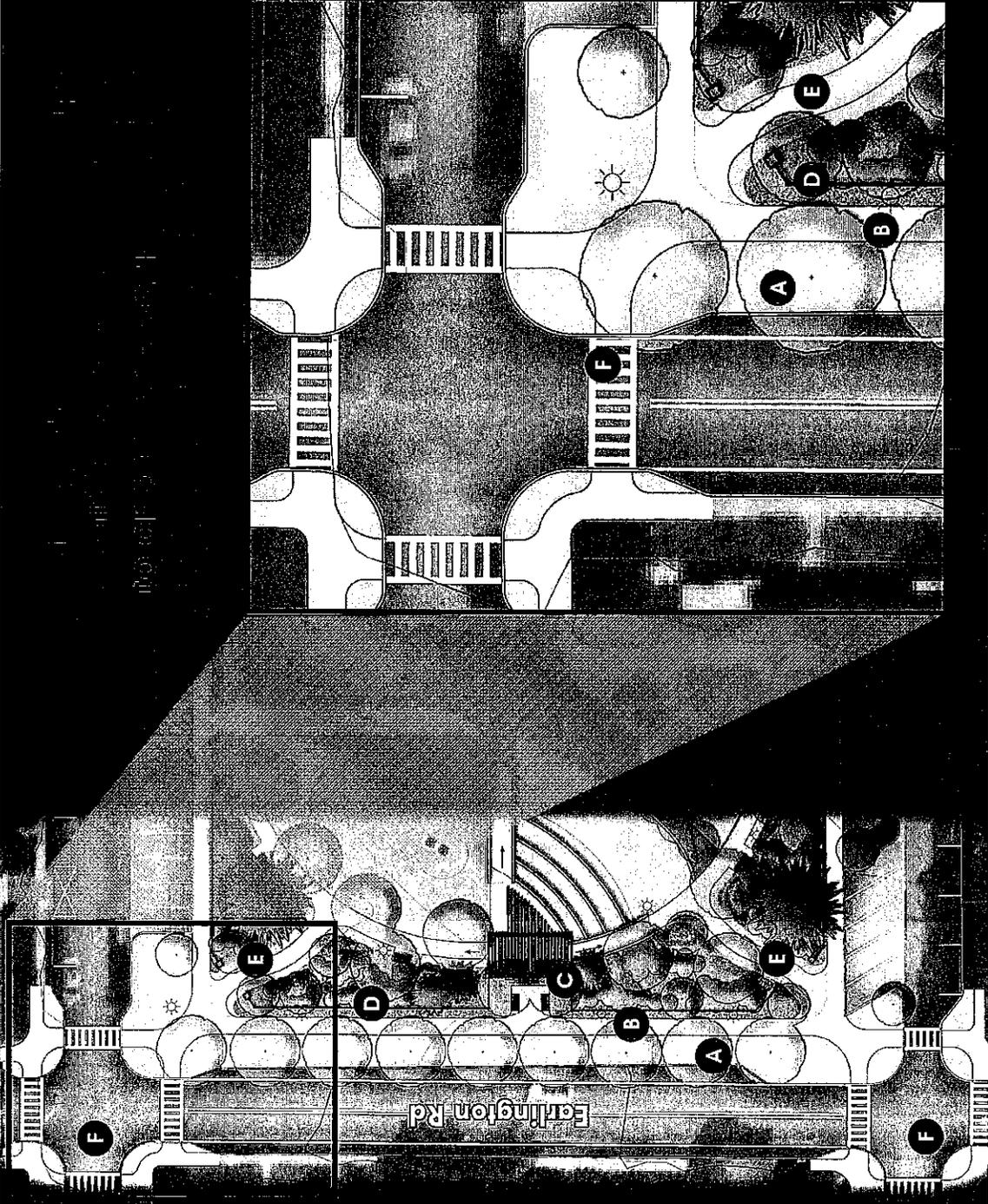
Major Area Key

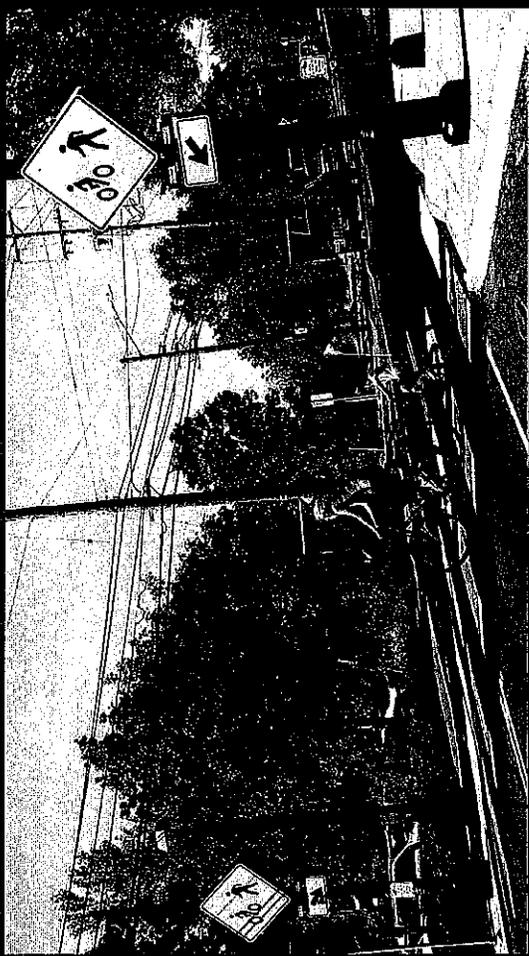
- 1 Earlington Road Streetscape
- 2 Park Porch
- 3 Central Gathering
- 4 Eastern Play
- # Parking (83 Total)

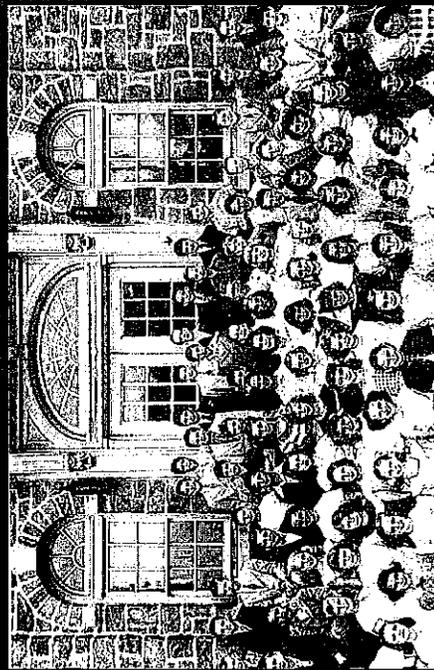


Earlington Road Streetscape Key

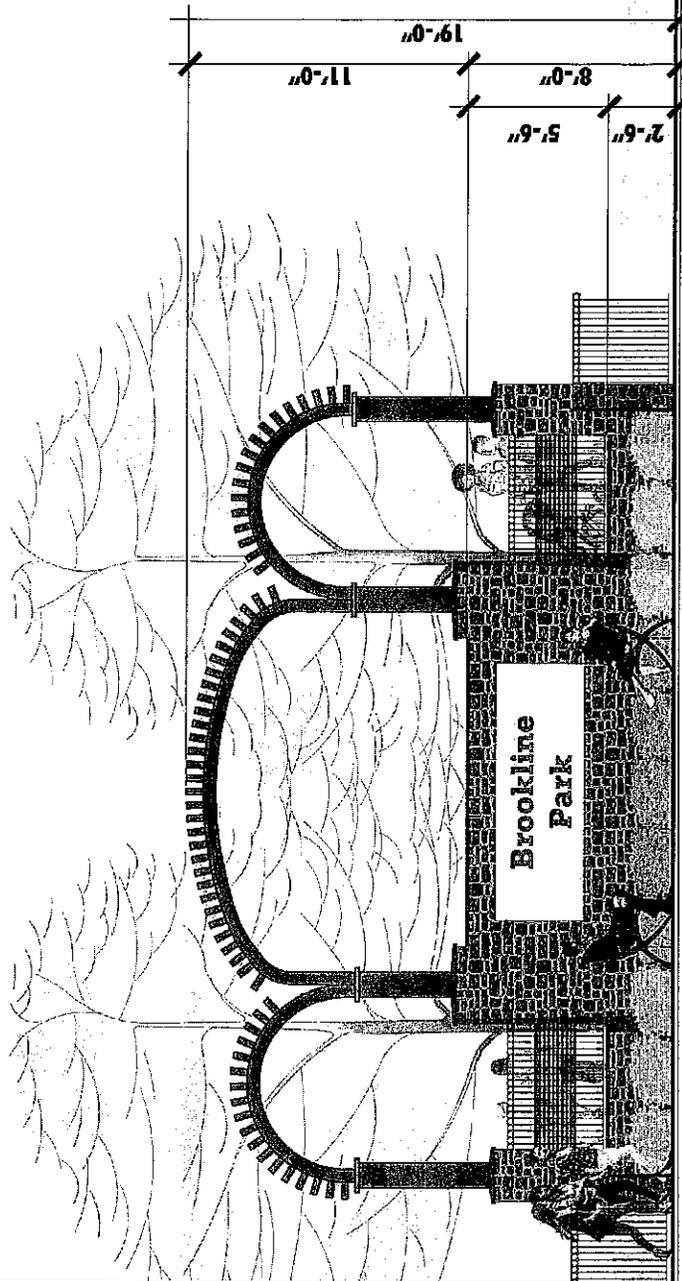
- A** 8 ft wide Verge with Shade Trees
- B** 6 ft wide Sidewalk
- C** Seating Plaza & Feature Wall
- D** Fence Line within Planting Bed
- E** Park Entrance
- F** Curb Extension, Crosswalks & Rapid Flashing Beacon







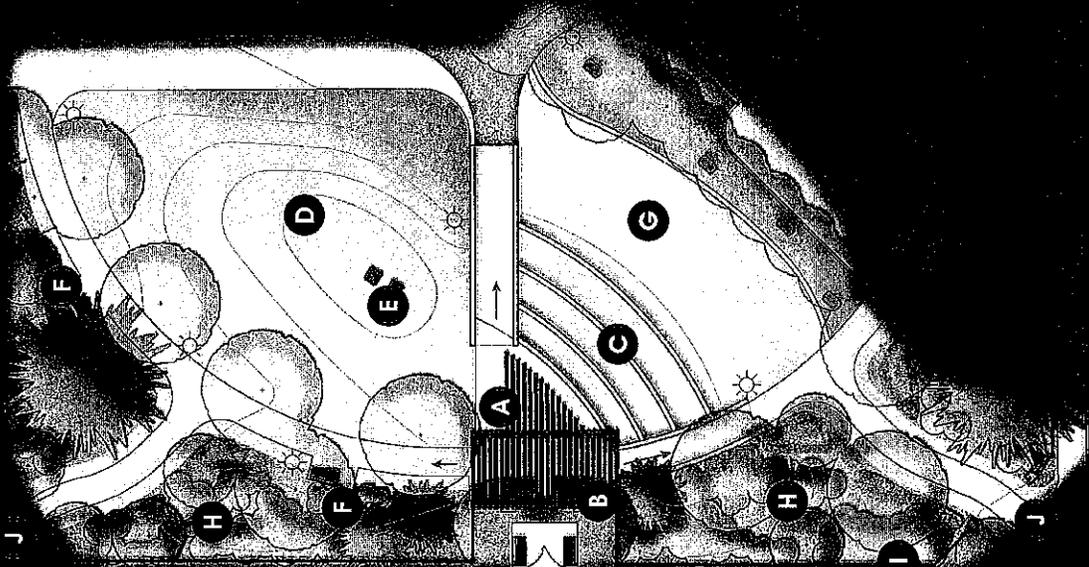
Historic image of Brookline School entry façade depicting the arch motif.



Elevation of Feature Wall viewed from Earlington Road

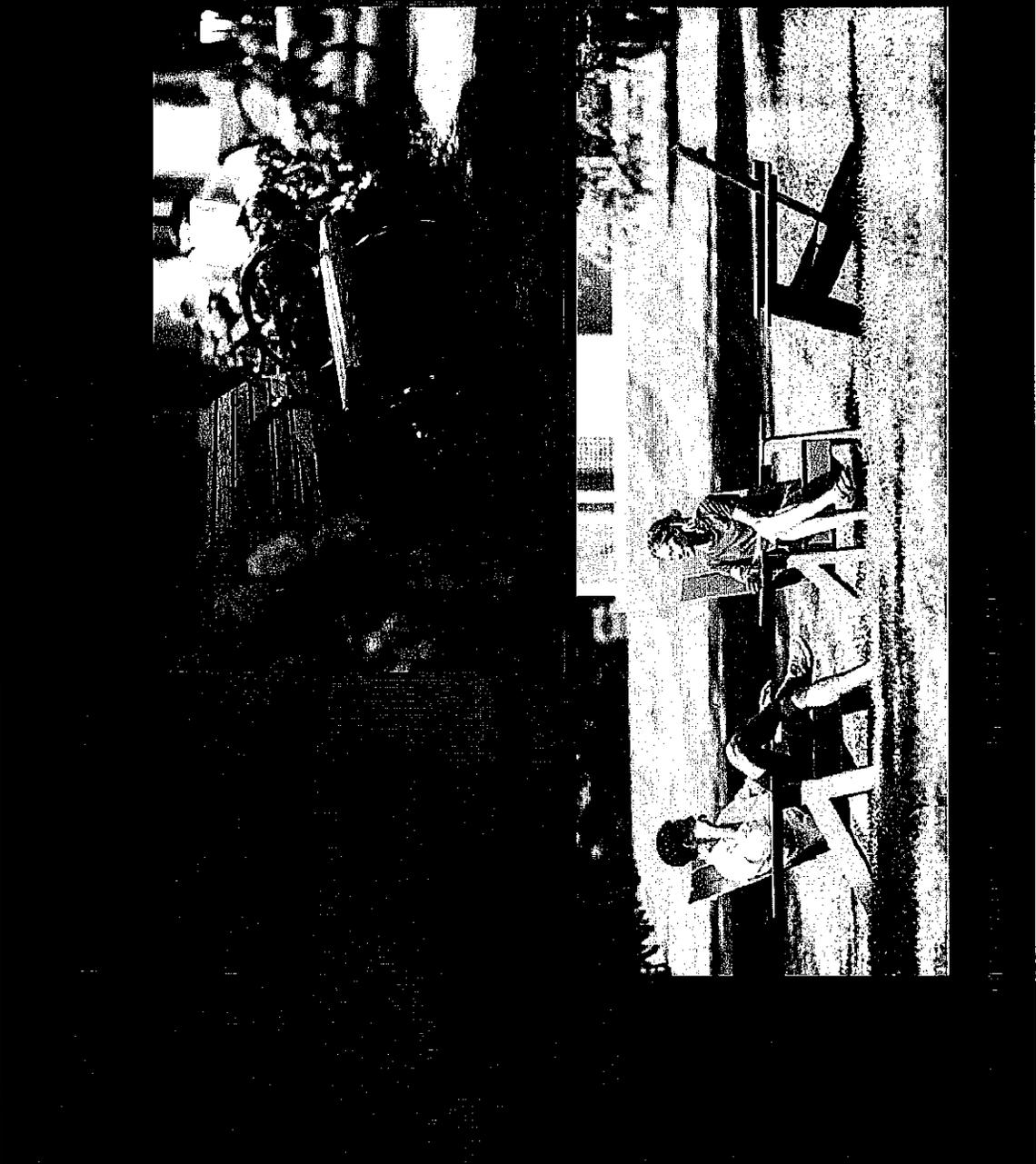
11'-0"
19'-0"
7'-6"
5'-6"
8'-0"
10'-8"

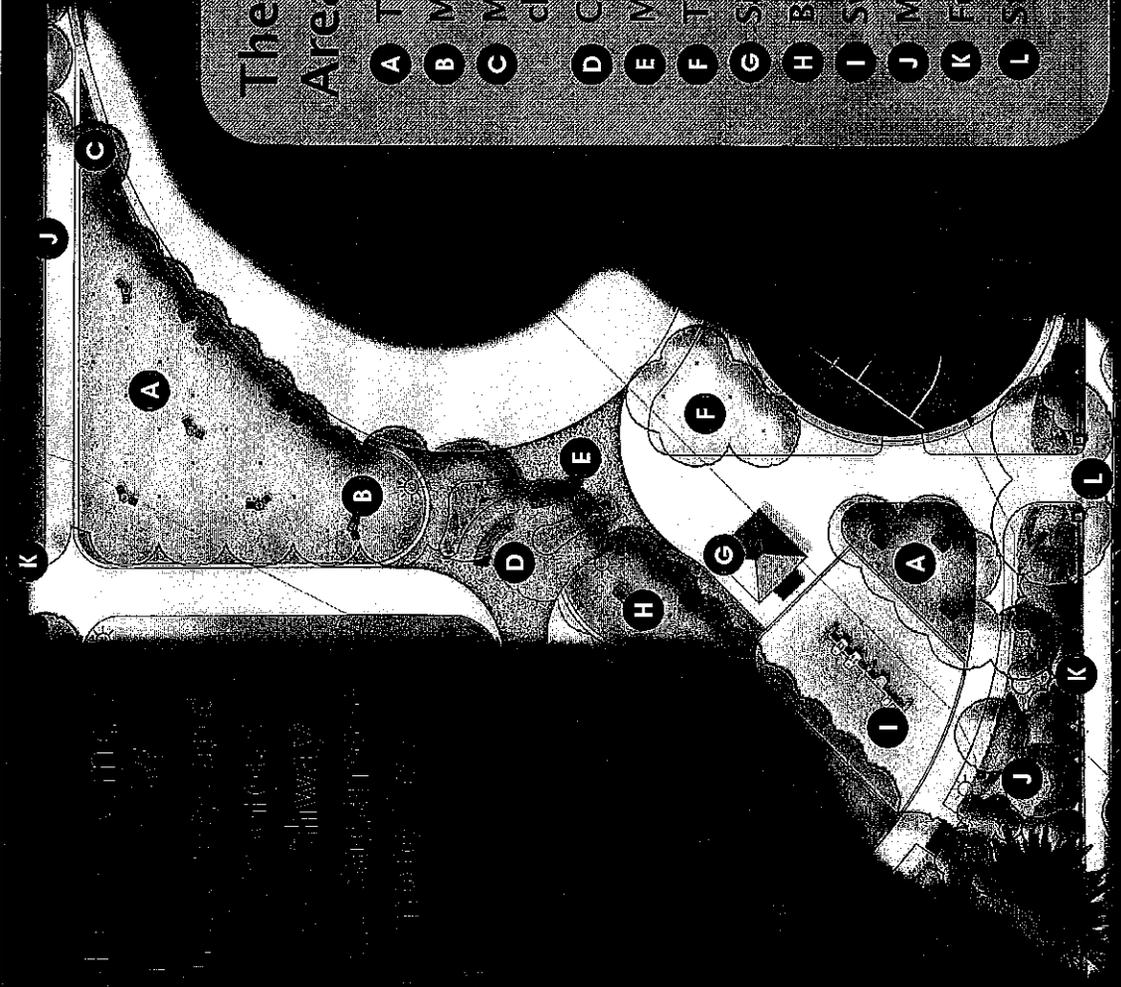




The Porch Key

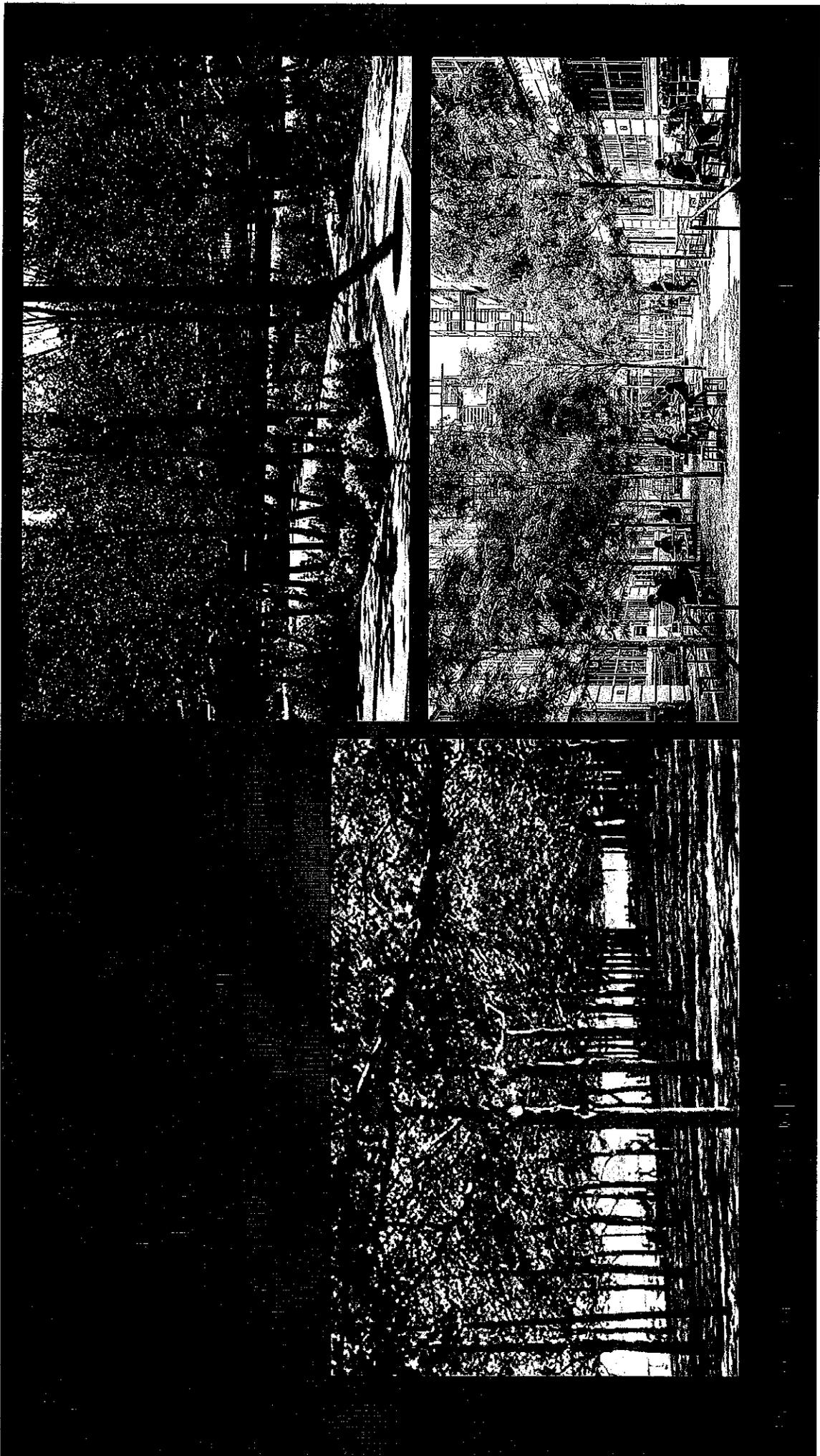
- A** Elevated Plaza with Trellis
- B** Bench Swing (2)
- C** Lawn Steps
- D** Large Lawn Mound
- E** Movable Adirondack Style Chairs
- F** Tradition Bench
- G** Open Lawn
- H** Mix border / bed planting
- I** Fence 4ft Tall
- J** Stone Piers at Park Entrance

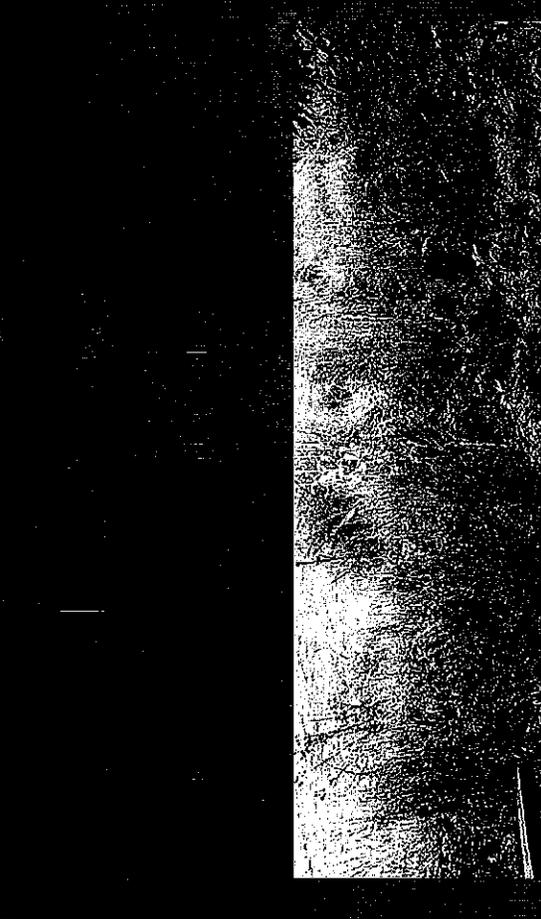
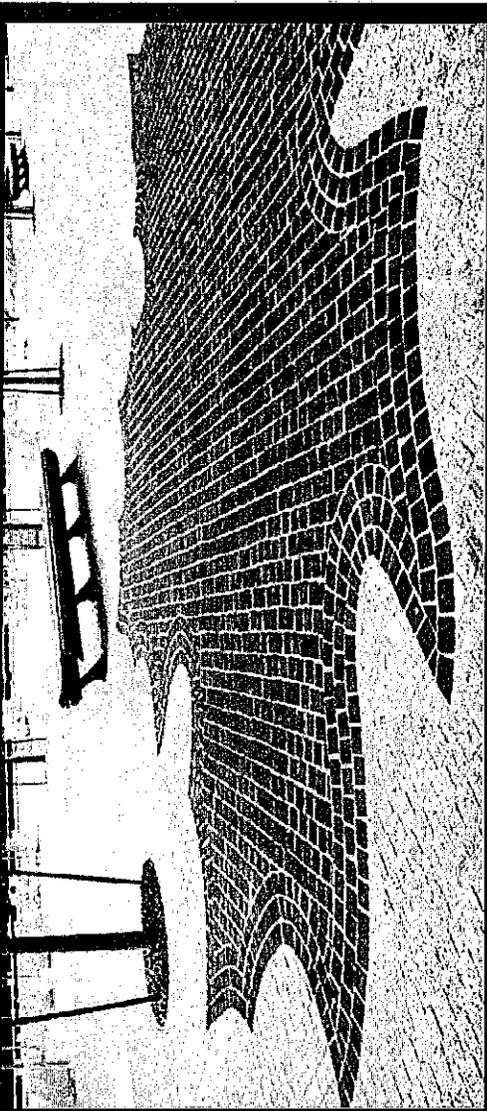
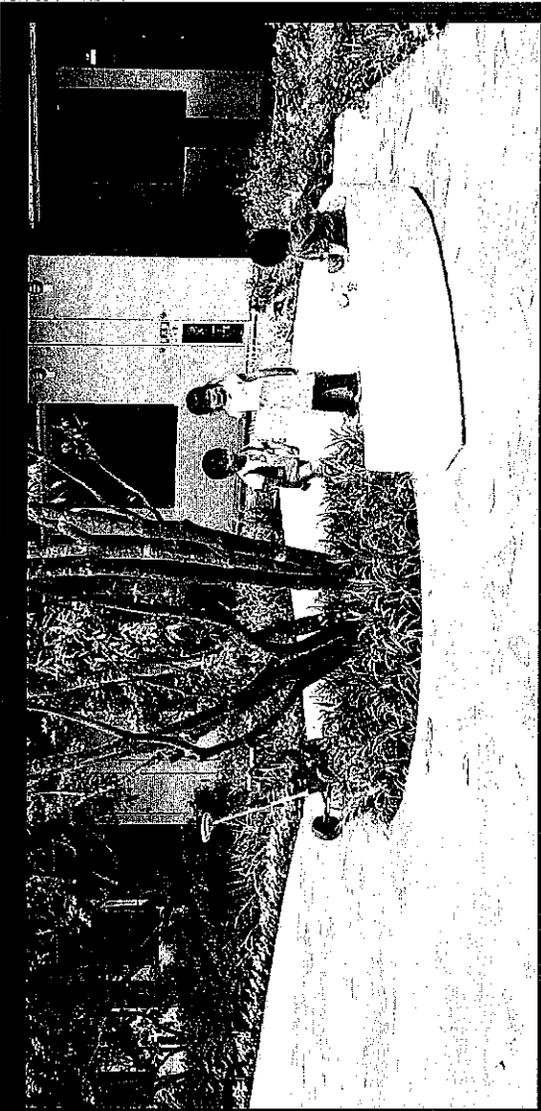


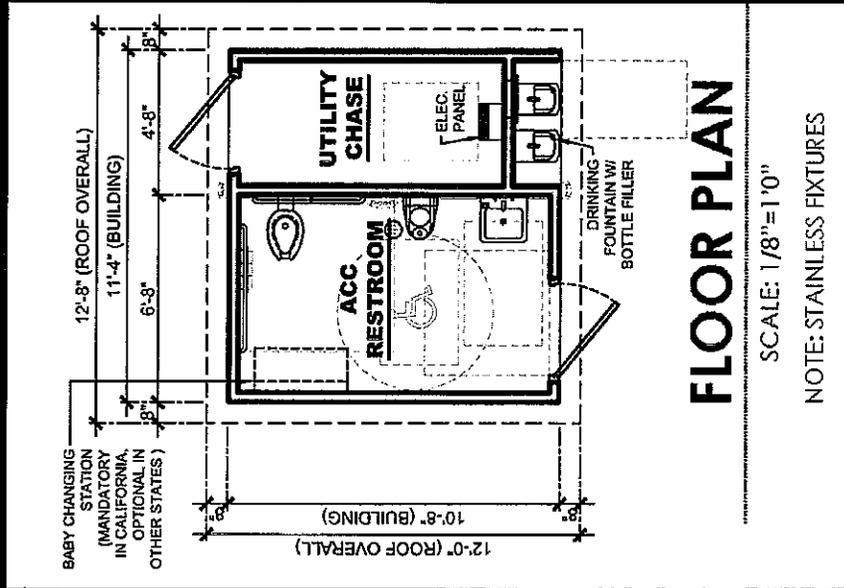
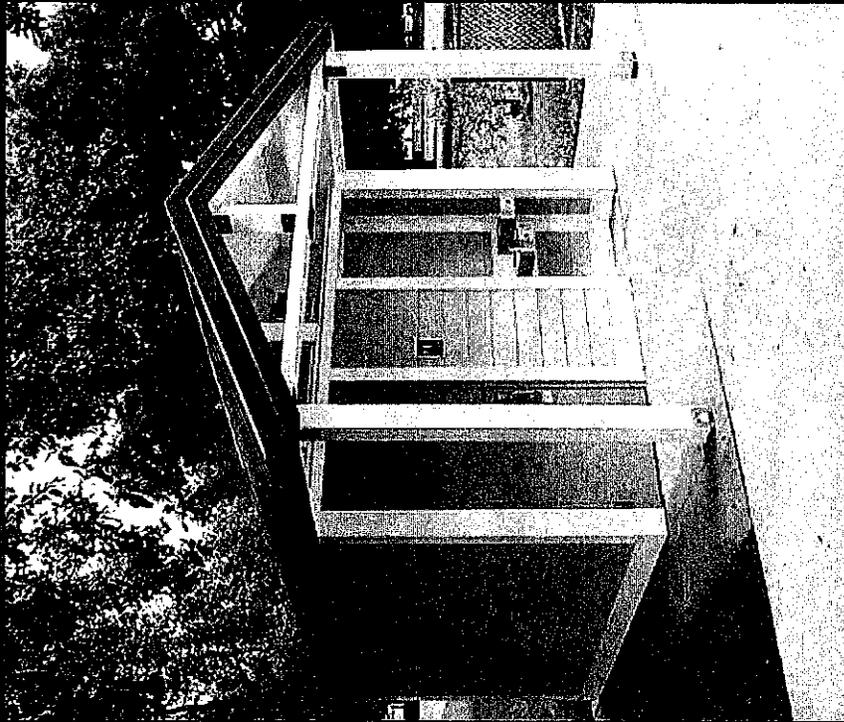


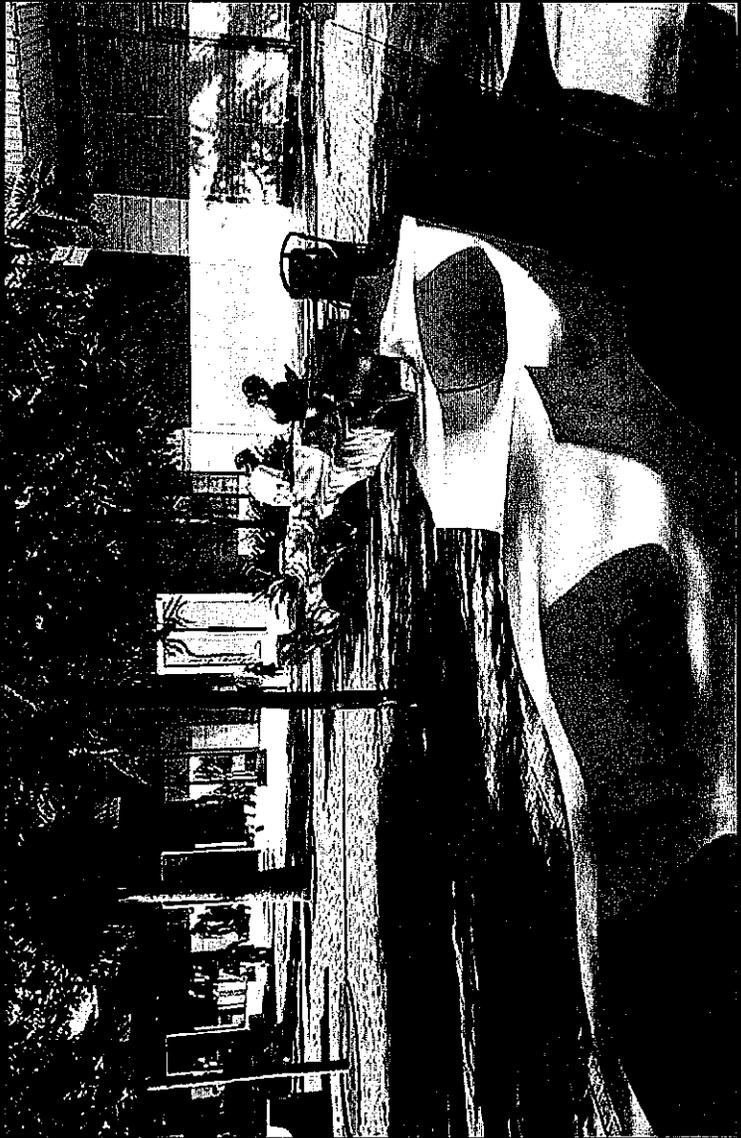
The Central Gathering Area Key

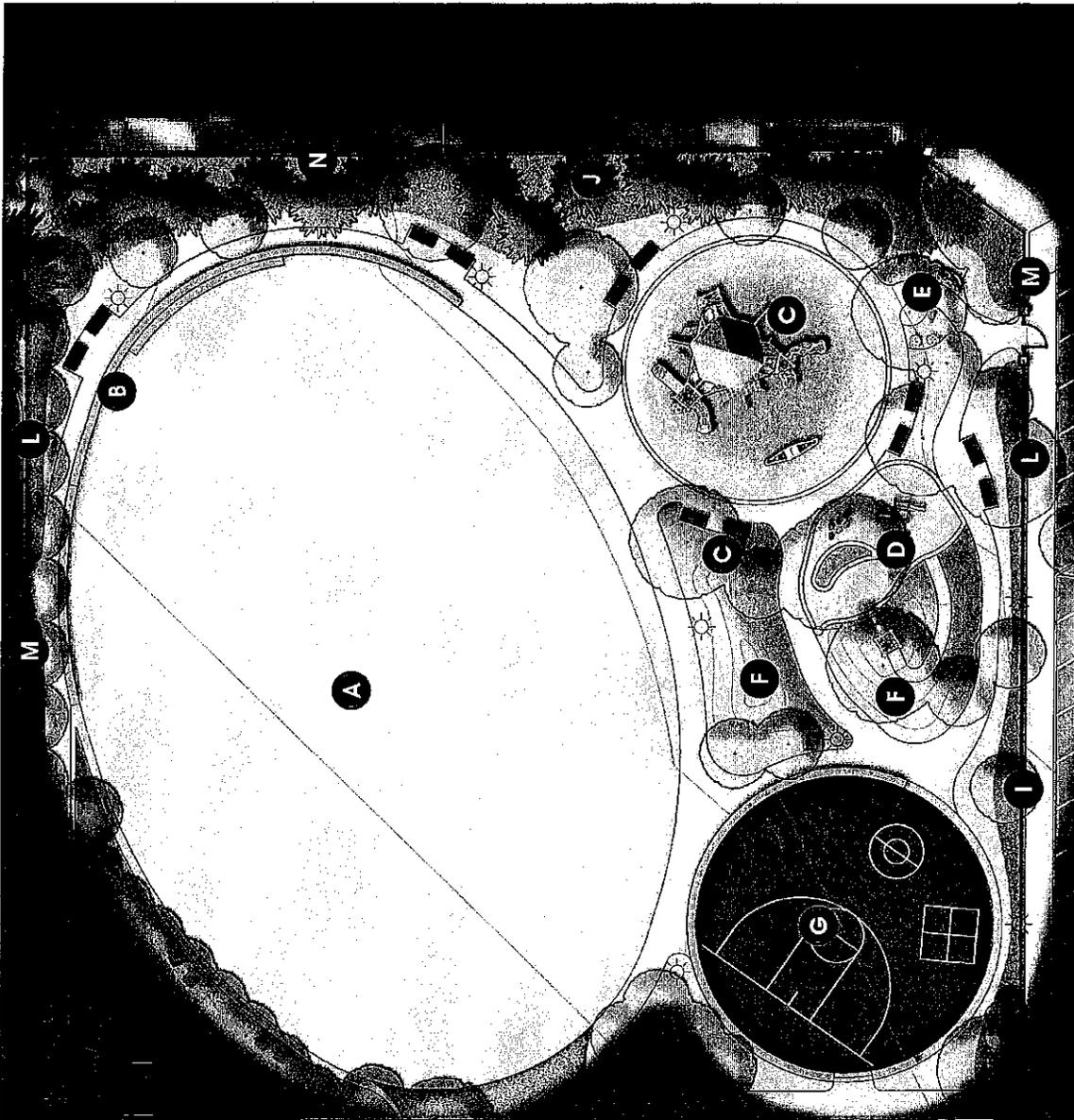
- A** Tree grove w/ stone dust paving
- B** Movable bistro chairs & tables (5)
- C** Movable Adirondack style chairs (5)
- D** Central plaza
- E** Modern conversation bench (2)
- F** Tree grove in lawn
- G** Single occupancy restroom
- H** Boulder seating (8)
- I** Swings
- J** Mix border / planating bed
- K** Fence 4ft tall
- L** Stone piers at park entrance





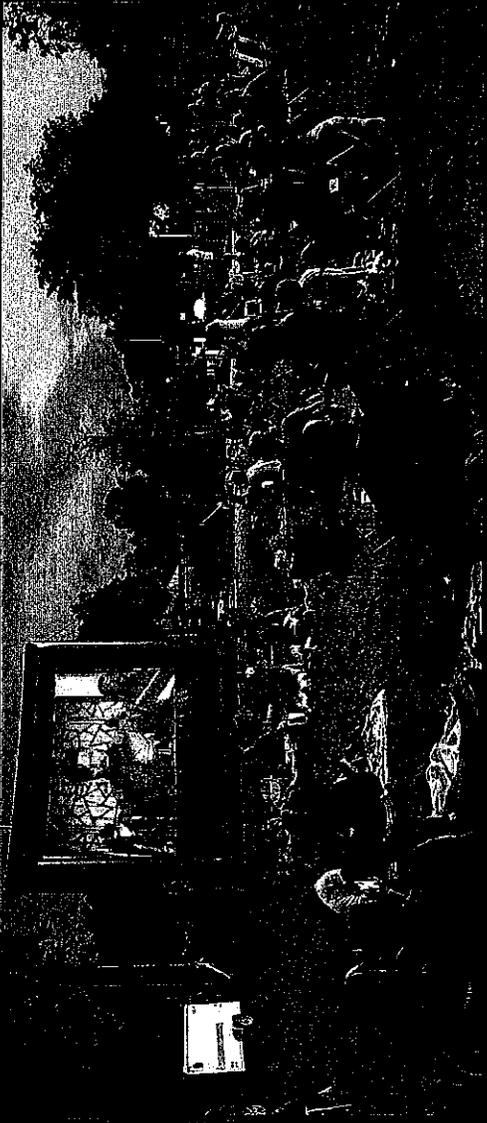


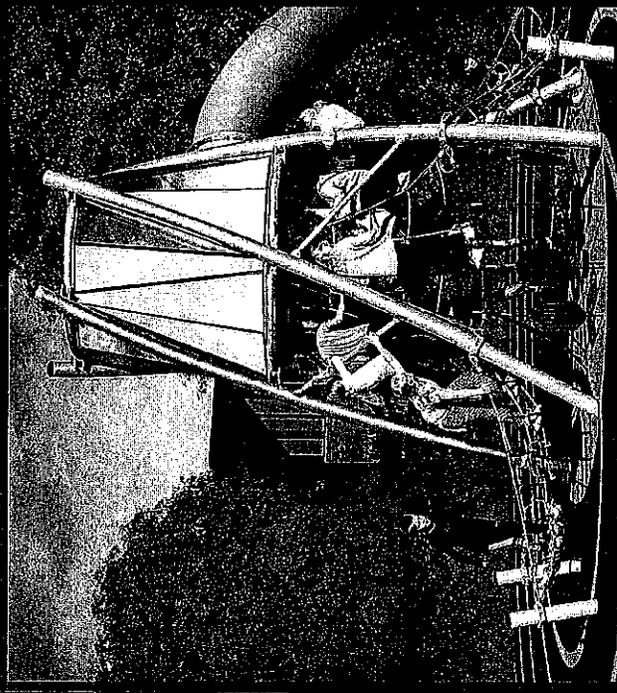




Eastern Play Area Key

- A** Open lawn
- B** Seat wall
- C** Playground (5-12)
- D** Playground (tob)
- E** Musical Play
- F** Small lawn play mounds (2)
- G** Game court
- H** Seat wall
- I** Low ground cover planting
- J** Buffer planting
- L** Fence 4ft-tall
- M** Stone piers with gate at park entrance
- N** Fence 6ft-tall





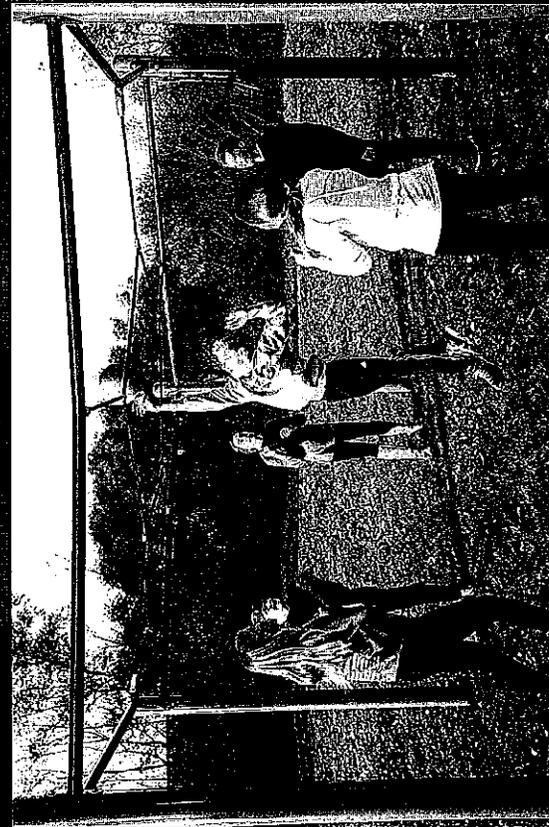
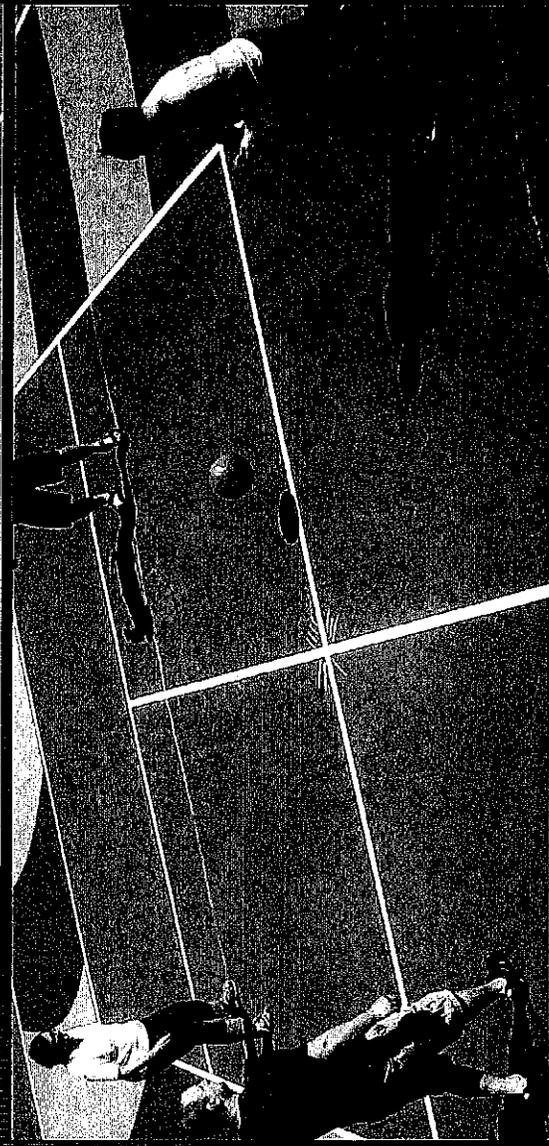
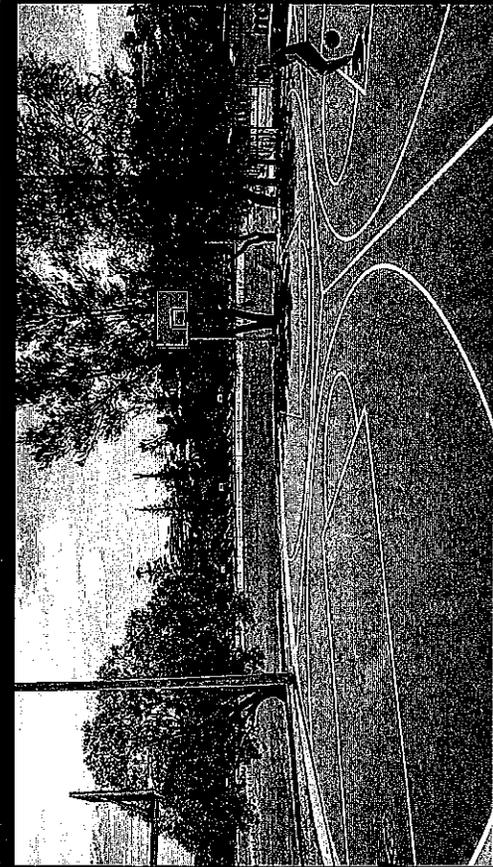
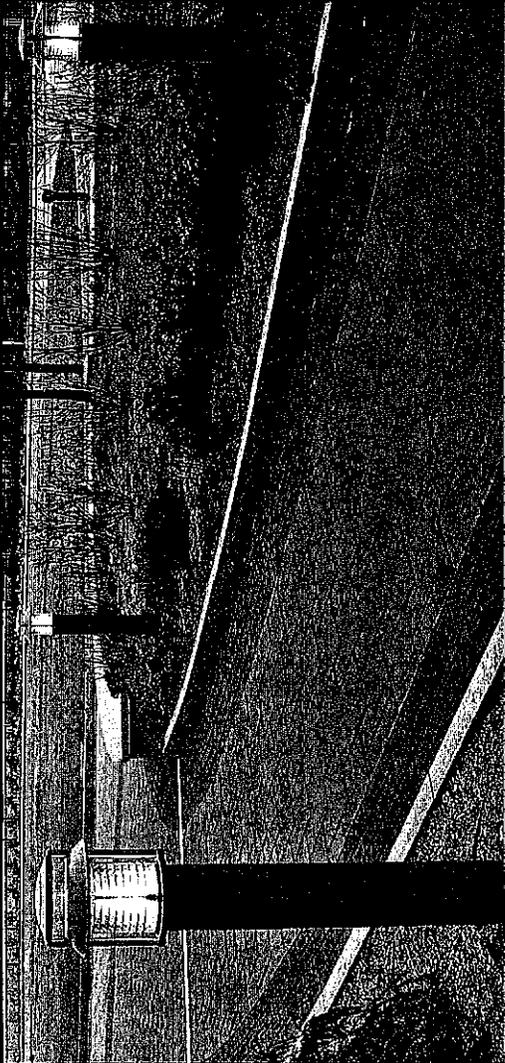
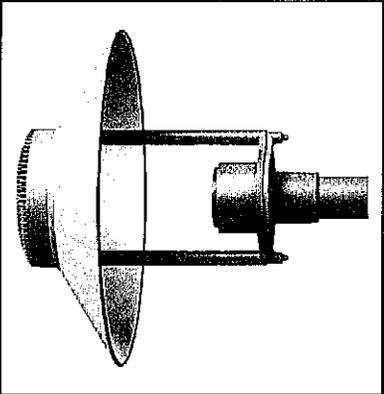
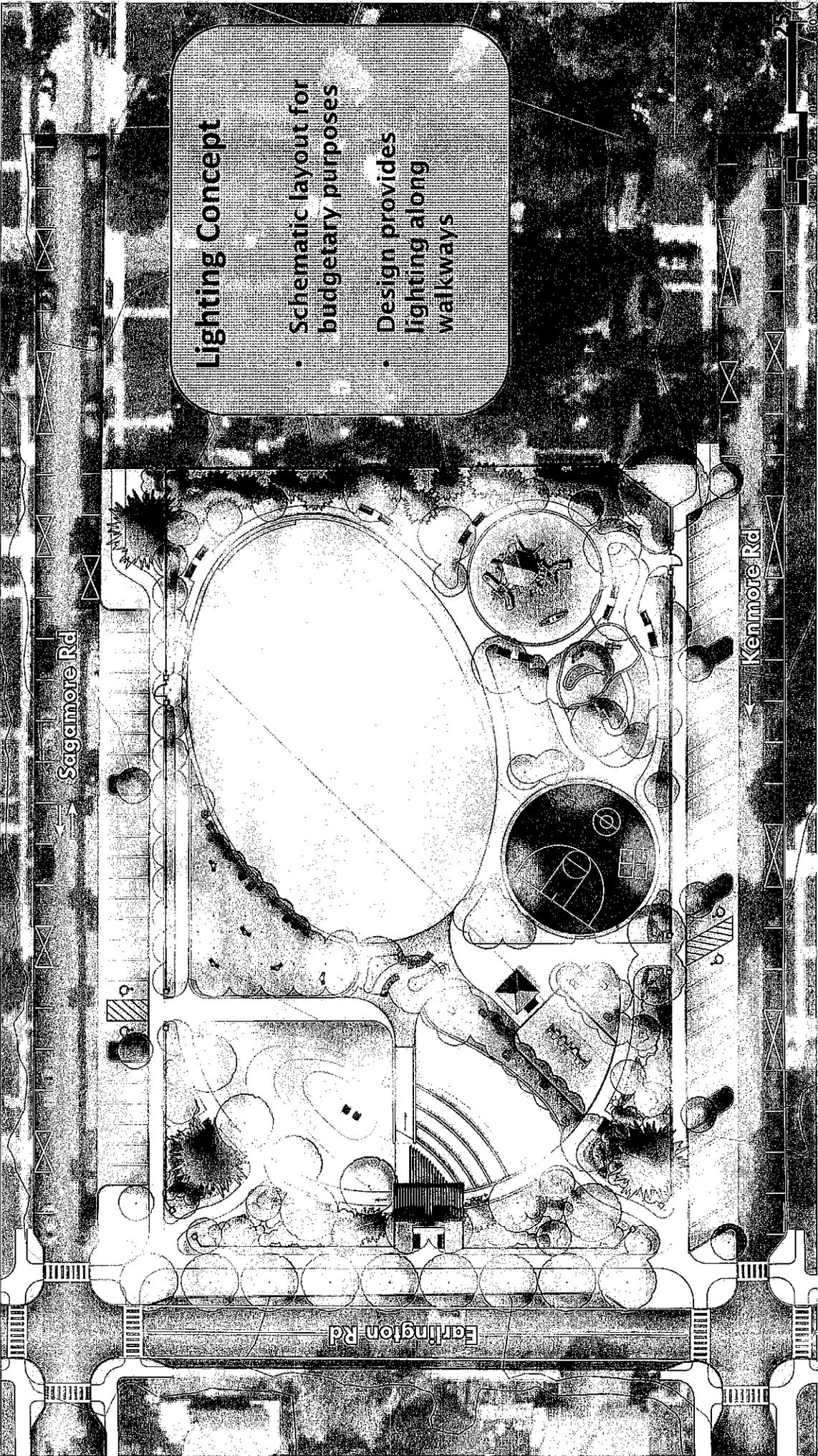


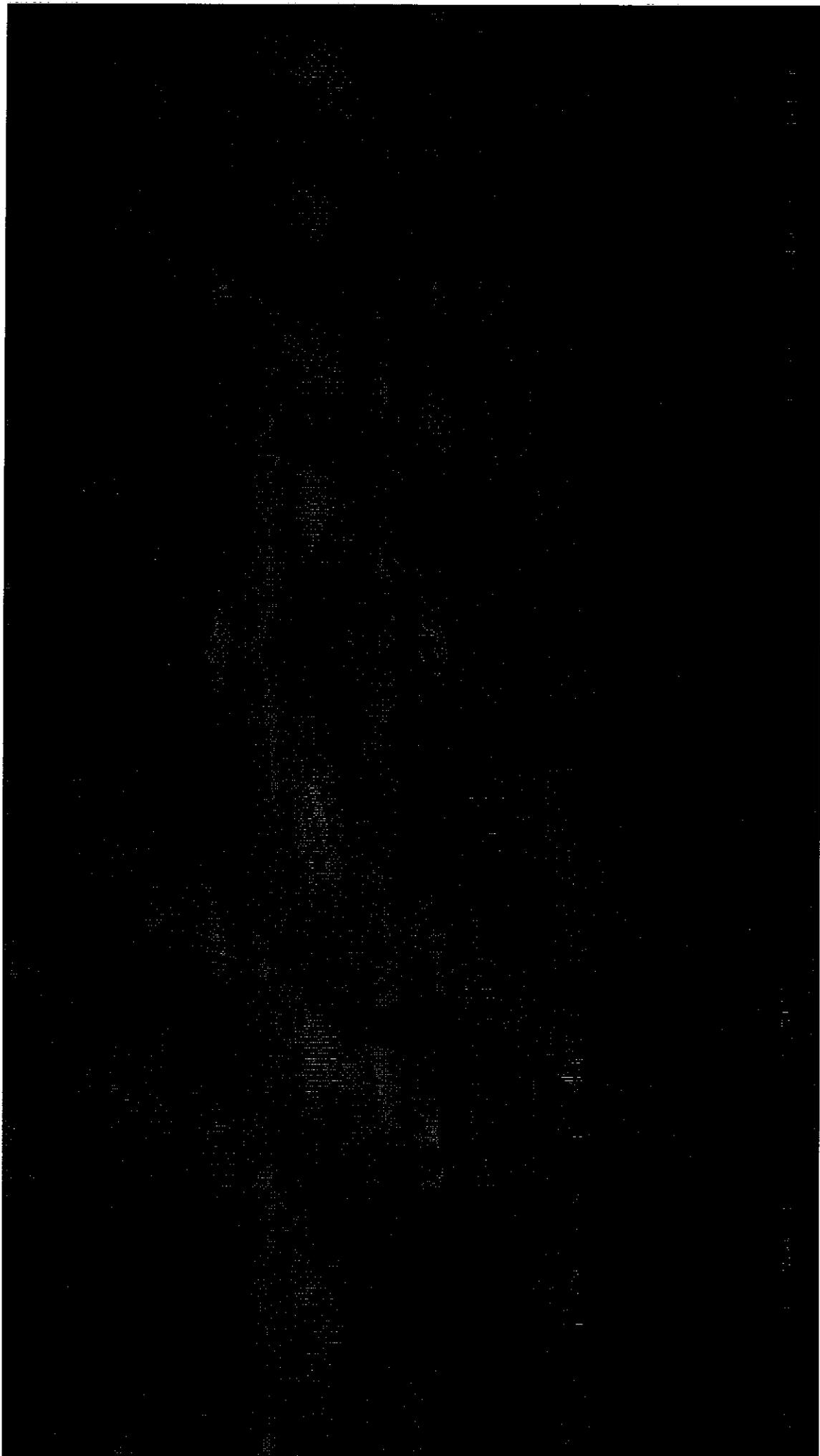
PHOTO COURTESY OF THE UNIVERSITY OF CALIFORNIA, BERKELEY



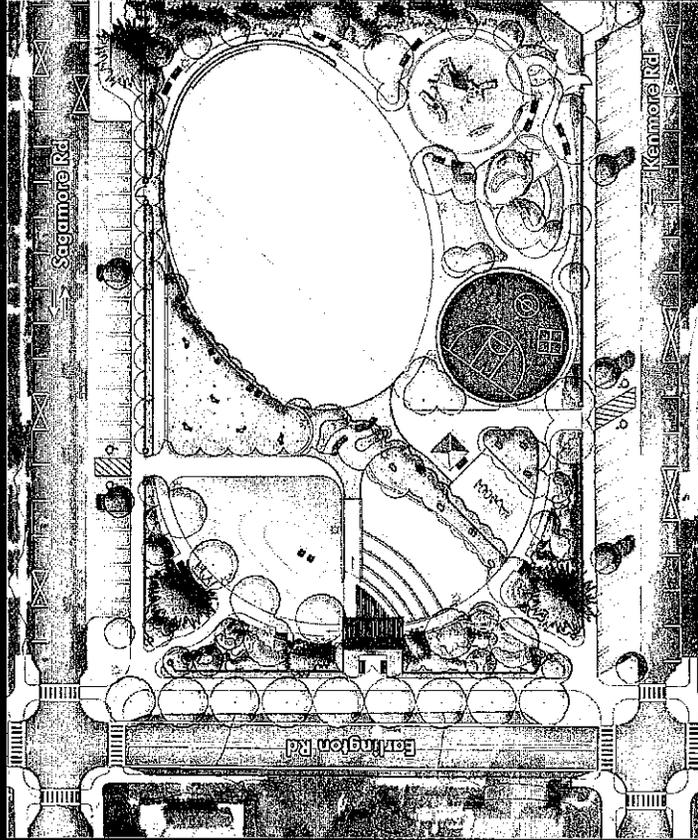


Lighting Concept

- Schematic layout for budgetary purposes
- Design provides lighting along walkways



Brookline Park Master Plan Draft Cost Summary



Total Project Cost Summary

| | | |
|--|----|---------|
| Pedestrian Street Safety Improvements/ Sidewalks | \$ | 242,500 |
| Parking | \$ | 168,600 |
| Utilities - Lighting, hose bids, electric / sewer / water service etc. | \$ | 198,500 |
| Hardscape / Fencing - pavements, seat wall, etc. | \$ | 436,300 |
| Amenities - Playground, Play Court, Restroom, Site Furnishings, etc. | \$ | 835,600 |
| Planting | \$ | 182,600 |

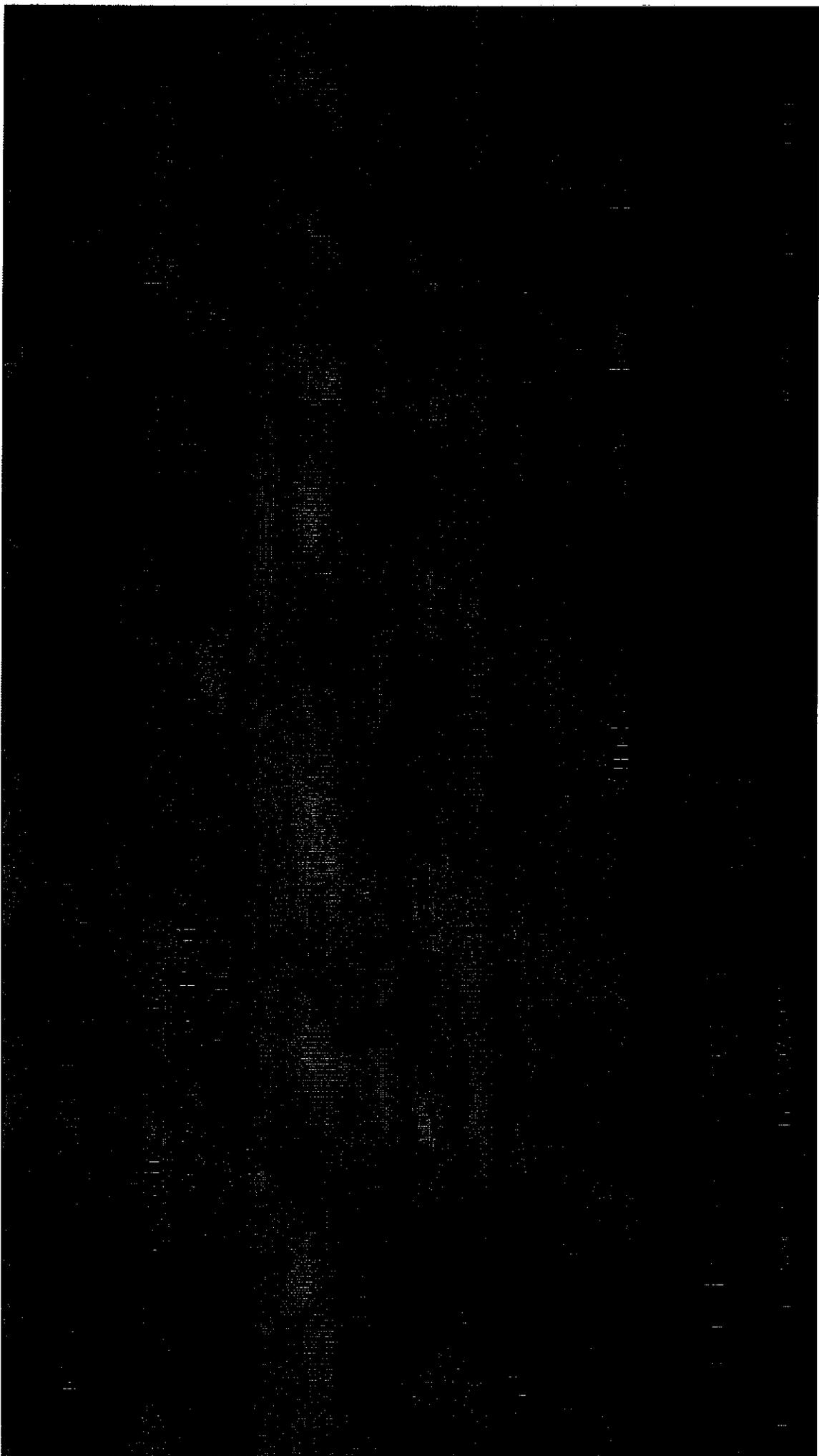
Total Proposed Site Improvements \$ 2,064,100

| | | |
|--------------------------------|----|---------|
| Mobilization | \$ | 62,200 |
| E&S | \$ | 41,700 |
| Stormwater Allowances | \$ | 62,200 |
| Construction Contingency (10%) | \$ | 206,700 |
| Design & Engineering (12%) | \$ | 248,000 |

Total Project Cost \$ 2,684,900

Brookline Park Master Plan Draft Cost Summary

| | | |
|---|----|---------------------|
| 1. Site-Wide Improvements | | \$ 504,300 |
| Total Proposed Site Improvements \$ 387,700 | | |
| Mobilization, E&S, Stormwater Allowances | \$ | 31,200 |
| Construction Contingency (10%) | \$ | 38,800 |
| Design & Engineering (12%) | \$ | 46,600 |
| 2. Park Porch Area | | \$ 316,200 |
| Total Proposed Site Improvements \$ 243,100 | | |
| Mobilization, E&S, Stormwater Allowances | \$ | 19,500 |
| Construction Contingency (10%) | \$ | 24,400 |
| Design & Engineering (12%) | \$ | 29,200 |
| 3. Central Gathering Area | | \$ 495,600 |
| Total Proposed Site Improvements \$ 381,000 | | |
| Mobilization, E&S, Stormwater Allowances | \$ | 30,700 |
| Construction Contingency (10%) | \$ | 38,100 |
| Design & Engineering (12%) | \$ | 45,800 |
| 4. Eastern Play Area | | \$ 800,700 |
| Total Proposed Site Improvements \$ 615,800 | | |
| Mobilization, E&S, Stormwater Allowances | \$ | 49,400 |
| Construction Contingency (10%) | \$ | 61,600 |
| Design & Engineering (12%) | \$ | 73,900 |
| 5. Pedestrian / Streetscape Improvements | | \$ 568,100 |
| Total Proposed Site Improvements \$ 436,500 | | |
| Mobilization, E&S, Stormwater Allowances | \$ | 35,300 |
| Construction Contingency (10%) | \$ | 43,800 |
| Design & Engineering (12%) | \$ | 52,500 |
| Total Project Cost | | \$ 2,684,900 |



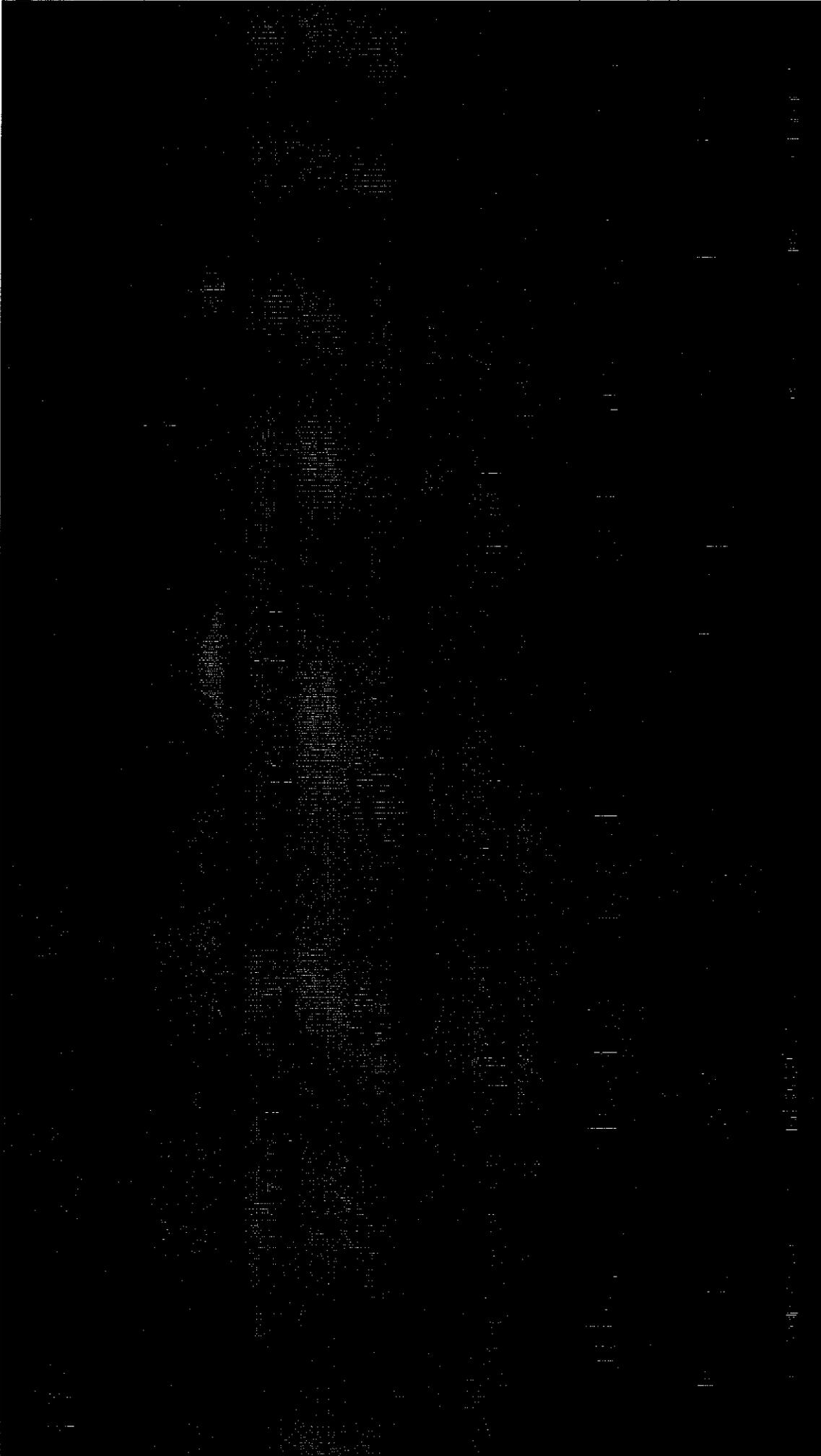
Q Fall 2023 - Spring 2024

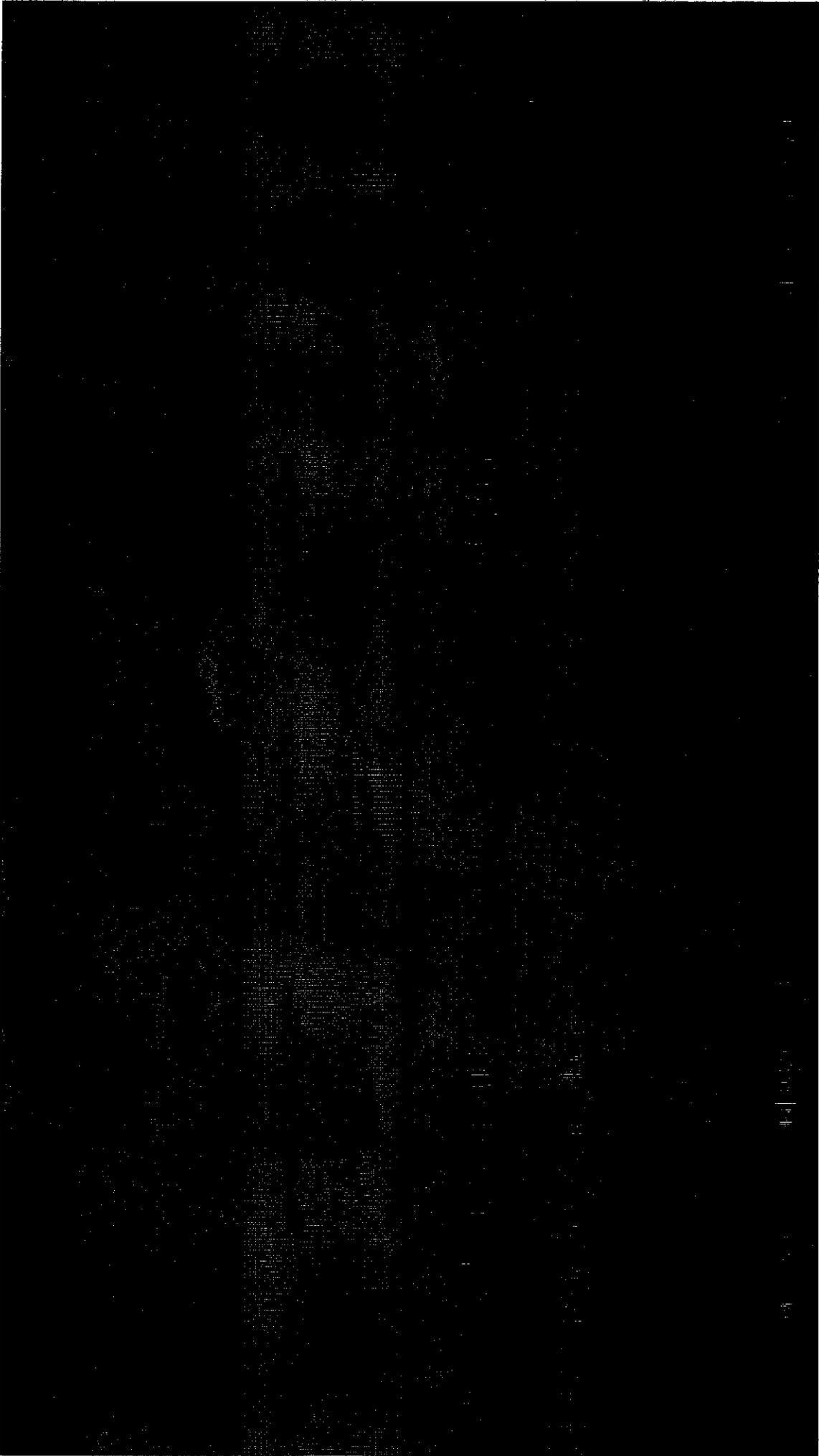
Q 2023 - 2025

Q Spring - Summer 2025

Q Fall / Winter '24

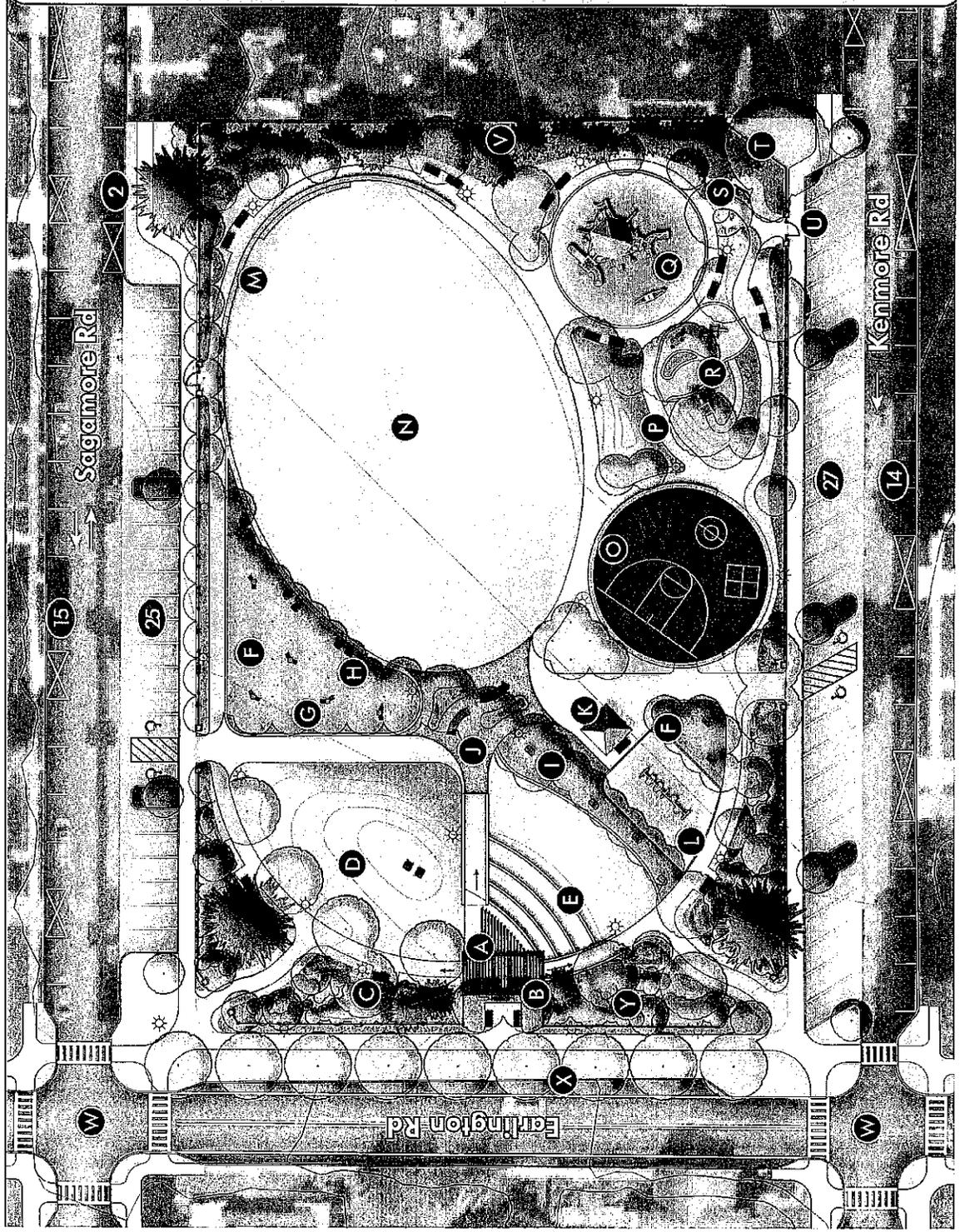
Q Winter 2025

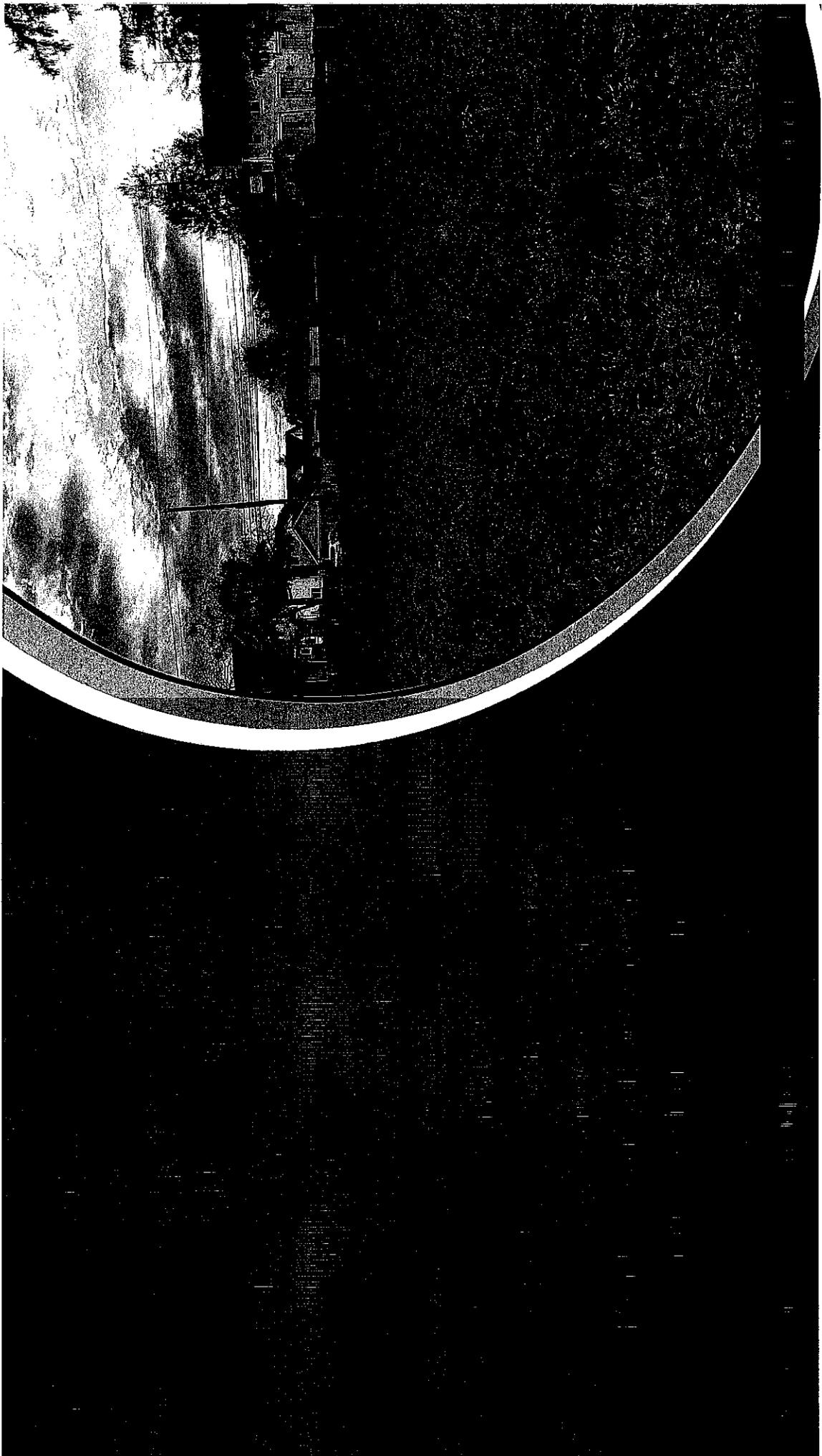




Key:

- A** Elevated plaza w/ trellis
- B** Bench swing (2)
- C** Bench (16)
- D** Large lawn mound
- E** Lawn steps / open lawn
- F** Tree grove w/ stone dust paving
- G** Bistro chairs & tables (5)
- H** Adirondack style chairs (8)
- I** Stone boulder seating (8)
- J** Central plaza with benches
- K** Single occupancy restroom
- L** Swing set
- M** Seat wall
- N** Open play lawn
- O** Play court w/ seat wall
- P** Small lawn play mounds (2)
- Q** Playground (5-12 years)
- R** Playground (tot area)
- S** Musical play area
- T** Fence
- U** Gate (2)
- V** Buffer planting
- W** Curb extension / crosswalk improvement
- X** Street tree planting
- Y** Mixed border / bed planting
- #** Parking (83)





**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, JULY 10, 2023 AT 7:00 PM**

1. **Opening of Meeting** – President of the Board, Larry Holmes, opened the meeting.
 - a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Police Department Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barret, Parks and Recreation Director, Eileen Mottola, Assistant Parks and Recreation Director, Paul Hileman, IT Director, Lori Chase, Human Resources Director, Kelly Kirk, Zoning Officer and Dave Pennoni, Township Engineer

- b. **Pledge of Allegiance**

2. **Appointments**

Human Resources Department – Director

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to approve Township Manager’s appointment of Lori Chase as Haverford Township Director of Human Resources. Special thanks to Karen Murphy, who is retiring at the end of this month after many years of outstanding service to Haverford Township!

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

***The following appointment was postponed.**

Police Department – Entry Level Police Officer

Motion made by Commissioner _____ and seconded by Commissioner _____ to appoint _____ as a Haverford Township Entry Level Police Officer.

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

No one signed up for Registered Speakers.

Open Forum

Katherine Row – Manoa Road – Library volunteer

She is in total support of the new library renovations.

4. **Update by Eileen Mottola - June 14, 2023 Trail Run - funds raised for Pancreatic Cancer Research and check was presented.**

5. Police Chiefs Update

In his monthly report, Police Chief John Viola discussed the **recent youth assault that took place at Chatham Elementary School, their open investigation, and the numerous arrests made.** The Chief highlighted some efforts they've taken to increase public safety, including the re-institution of bike and motorcycle patrols.

6. **Bureau of Fire Update** by Commissioner Wechsler was presented.

7. **Township Auditor Update** – Mr. Anderson reviewed the warrants and found no irregularities.

8. David R. Burman – Township Manager's Update

Township Manager David Burman reported on two daytime utility construction projects in the Township, including an Aqua PA project on Landover Road from Haverford Road/County Line Road to the Rawdon Apartments entrance as well as a PECO gas main project on Darby Road from Cooperstown Road to College Avenue. Daytime closures will occur 9:00 a.m. - 3:00 p.m. Monday through Friday. Both projects are expected to be completed sometime in September. **Learn more about construction projects in our Township here.**

Mr. Burman also commented on the **recent headline of rats in the Township.** He indicated that the Township has not received an unusual number of rat complaints this year. When the Township does receive a complaint of rodents, someone from Codes Enforcement Department or Animal Control is sent out to address the issue with the property owner. If there is a more widespread issue (which is not currently the case), the Township can contact the Delaware County Health Department for additional support.

9. Approval of Minutes Regular Meeting Minutes of June 12, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Regular Meeting Minutes of June 12, 2023.

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Commissioner Wechsler was absent from vote.

10. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #7-2023 totaling \$4,260,984.63

General & Sewer fund Payroll for June 22, 2023 in the amount of \$775,987.57

General & Sewer fund Payroll for July 6, 2023 in the amount of \$736,438.92

General Fund disbursements #7-2023 in the amount of \$1,735,759.21

Sewer Fund disbursements #7-2023 in the amount of \$118,164.36

**Community Development Block Grant Fund disbursement #7-2023
in the amount of \$44,415.31**

Capital Projects Fund disbursement #7-2023 in the amount of \$553,388.47

American Rescue Plan Fund in the amount of \$275,242.52

Credit Card Statement ending June 27, 2023 in the amount of \$21,588.27

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Commissioner Wechsler was absent from vote.

11. Tax Assessment Stipulations

Motion made by Commissioner Cavender 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 350 Harvest Lane, Haverford Township (D.C. Folio #22-04-00668-00) pending in the Court of Common Pleas of Delaware County, No. 2022-009221 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 101 Grove Place, Haverford Township (D.C. Folio #22-08-00465-00) pending in the Court of Common Pleas of Delaware County, No. 2022-009259 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

12. Ordinance No. P8-2023 Traffic (2nd Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt the second reading of Ordinance No. P8-2023 establishing traffic restrictions on the following highways:

ESTABLISH

Fire Lane - At the Quarry Center, 116 W. Township Line Road

Special Parking – in front of 2051 Laurel Road

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

13. Ordinance No. P9-2023 Amend Ground Lease at 2080 Old West Chester Pike Cello Partnership d/b/a Verizon Wireless (2nd Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt the second reading of Ordinance No. P9-2023 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.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

14. Resolution No. 2316-2023 PADOT – Traffic Signal Maintenance Agreement

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt Resolution No. 2316-2023 that the Township Manager of Haverford Township is authorized and directed to sign the attached Traffic Signal Maintenance Agreement and any future modifications thereto, and to submit said Agreement and future amendments either in writing or via electronic signature to the Pennsylvania Department of Transportation.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

15. Resolution No. 2317-2023 2023 Hazard Vulnerability Assessment and Mitigation Plan Update

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to adopt Resolution No. 2317-2023 approving the Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the Township of Haverford and The respective officials and agencies identified in the implementation strategy of the Delaware County 2023 Hazard Vulnerability Assessment and Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

16. Resolution No. 2318-2023 Land Development Application – Library Expansion

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Quinn to adopt Resolution No. 2318-2023 approving the Preliminary/Final Land Development for Haverford Township Free Library, for the property located at 1601 Darby Road, Haverford Township, Delaware County, and known as D.C. Folio No. 22-07-00328-00, has been submitted to construct a 5,044 square foot second floor addition over the existing parking lot, along with associated site improvements and storm water management. This project is subject to Delaware County Court of Common Pleas Stipulation No CV-2021-009064, and is an identified Haverford Township Historic Resource (Survey No. 045-HA-077.) The subject property is located within the INS-Institutional Zoning District, and is located in the 7th Ward. The aforesaid plans were prepared by Momence, Inc., of Bryn Mar, PA, 19010, dated April 3, 2023, and last revised on May 18 and approving 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 of a preliminary plan and a final plan.**
- b. §160-4.E(5)[e](3) regarding property lines and names within 200 feet of the property.**
- c. §160-4.E(5)[e](4) regarding owners of storm sewer and public water and maintenance of the same within 400 feet of the property.**
- d. .§78-34 regarding the requirement for groundwater recharge.**
- e. §160-5.B(3)[j] regarding the minimum required cartway width of 27 feet.**
- f. §160-5.B(6) regarding shade trees being installed a minimum of six (6) feet from the inside edge of the sidewalk.**

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

17. Resolution No. 2319-2023 ARPA Purchase – Emergency Medical Services

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to adopt Resolution No. 2319-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$33,670.20 of the Township’s American Rescue Plan Fund allocation for the purchase of (2) Strvker Xnedition stair chairs.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

18. Resolution No. 2320-2023 ARPA – Women & Minority Business Enterprises Economic Development Grant Program

Motion made by Commissioner Trombetta and seconded by Commissioner Cavender to adopt Resolution No. 2320-2023 creating the Women & Minority Business Enterprises Economic Development Grant Program to be funded through monies received from the American Rescue Plan Act at an amount not to exceed \$101,000.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

19. Resolution No. 2321-2023 ARPA Purchase – Playground Equipment

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2321-2023 the Board of Commissioners has identified Haverford Township Parks Department purchase of new playground equipment within the adopted 2023 budget and the 2023 capital improvement plan; and that the Board of Commissioners of Haverford Township hereby approves the use of \$55,373.00 of the Township's American Rescue Plan Fund allocation for the purchase of playground equipment in Carroll Park, Foster Tract Park, Lynnewood Park, and Westgate Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

20. Access Agreement for Environmental Delineation / Characterization Work along West Avenue

Motion made by Commissioner Cavender and seconded by Commissioner McCloskey to adopt an Access Agreement for Environmental Delineation / Characterization Work along West Avenue.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

21. Purchases

EMS

Paramedic Department

Evacuation Chairs

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to authorize the purchase of two 6257 Xpedition Evacuation Chairs from Stryker Medical, Chicago, IL, in the amount of \$33,670.20.

To be purchased with ARPA money.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

Police Department

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to authorize the Police Department to purchase and implement the Infoshare Law Enforcement Records System, from Computer Square, Inc., Keasbey, NJ, in the amount of \$212,227.50. Funded by the Crime and Delinquency Grant.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

Parks & Recreation Department – Playground Equipment

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the purchase of the following playground equipment for Carroll Park, Foster Tract Park, Lynnewood Park and Westgate Park, from George Ely Associates, Inc., under Co-Stars #PA DGS014-E23-299:

Carroll Park total \$16,430

Replace the existing composite with the Challenger Play structure #350-1812 on sale for \$16,430.

Foster Tract Park total \$12,083

- **Rockblocks Climbing Wall on sale for \$4796.**
- **Flower Climber on sale for \$1595.**
- **2 Cozy Cocoon Spinners on sale for \$2846 each. (\$5692).**

Lynnewood Park total \$11,895

Remove the existing preschool composite and replacing with Challenger Play structure #350-2161 on sale for \$11,895.

Westgate Park total \$14,065

Remove a pre-school composite and replace with Challenger Play structure #350-2161 for \$11,895 and a freestanding Garden Crawl Tunnel priced at \$2805 with freight and shipping of \$265.

The total is \$55,373 from George Ely Associates, Inc. The funding for this purchase will be with ARPA monies.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

22. Contract Awards

Public Works Department

Pole Painting

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to enter into a contract with Bryn Mawr Property Management, LLC, Bryn Mawr, PA, to paint one-hundred poles in the Township of Haverford, in the amount of \$18,999.00; submitting the lowest responsible quote.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

Public Works

Raymond Drive Basin

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to award the Raymond Drive Basin Rehabilitation Contract to DePaul and Company, Plymouth Meeting, PA, in the amount of \$249,376.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

Parks and Recreation Department

Approval for Professional Services – Compost and Food Waste Reduction Program

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to enter into a Professional Services Contract with KRF Environmental, LLC, Havertown, PA, in the amount of \$18,600.00, for the purpose of organizing and coordinating, data gathering, report writing, insurance and presentation.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Wechsler, Trombetta and Holmes.

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

Major Peterson, Retired, US Army – Derwyn Drive

Resident spoke on crime in Philadelphia and stated his political views.

24. New business – nothing to report.

25. Other business

Brian Gondek, Esq. - 1st Ward Commissioner

Commissioner Gondek reminded everyone to check in on family and friends during this heat wave. He also asked that drivers be mindful of parking while visiting family and friends and traveling to parks and fields. Please do not park in front of resident's driveways.

He emphasized that parents need to set up proper communication with the young children and know their whereabouts. Our Police Department does an excellent job.

Sheryl Forste-Grupp, Ph.D – 2nd Ward Commissioner

Commissioner Forste-Grupp thanked the Llanerch Fire Company for the 4th of July festivities.

She congratulated Library Director, Sukrit Goswami for being elected as the President of the Freedom to Read Foundation.

Kevin McCloskey, Esq. – 3rd Ward Commissioner

Commissioner McCloskey thanked all the Civic Association volunteers and the Oakmont Fire Department for all their efforts in organizing the July 4th festivities.

Commissioner McCloskey thanked the Economic Development Committee for establishing the Women and Minority Grant Program.

Laura Cavender – 5th Ward Commissioner

Commissioner Cavender wished everyone a Happy Summer.

She also thanked everyone involved in organizing the 4th of July festivities at Elwell Field.

She also congratulated Sukrit Goswami. The library has wonderful programs.

Conor Quinn – 7th Ward Commissioner

Commissioner Quinn stated that our Police Department is great! National Night Out is August 1st – right here in the lot outside.

Gerard T. Hart, M.D. – 8th Ward Commissioner

Commissioner Hart responded to Maj. Peterson's comments as uncalled for. Philadelphia does have its problems but does have a lot to offer. We can't blame the crime here on Philadelphia.

He also thanked all those involved in organizing the 4th of July celebration. He thanked everyone that participated in Ann's Run for Pancreatic Cancer.

William F. Wechsler – 9th Ward Commissioner

Commissioner Wechsler wished everyone a great summer.

He was proud of the approved Library Land Development Plan. He offered congratulations to Sukrit.

Judy Trombetta – 4th Ward Commissioner

Commissioner Trombetta spoke on the \$500 grant program for township seniors 65 and older for those qualified.

The Kelly Center and Paddock Park Civic Association will sponsor a Live 80's Music Concert on July 22nd. There will be food and crafts.

Larry Holmes, Esq. – 6th Ward Commissioner

Commissioner Holmes is proud that the township only has local community group festivities on the 4th of July.

26. All Commissioners agreed to adjourn

RESOLUTION NO. 2322-2023

WHEREAS, the Preliminary/Final Plan of Subdivision for Sleepy Valley Holdings, LLC, 774 Lawson Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-08-00649-00 has been submitted to subdivide a 15,228 square foot lot into two parcels, with Lot "1" to contain 7,233 square feet, and Lot "2" to contain 7,995 square feet. An existing single family home is to be demolished, and two new single family dwellings will be constructed with associated improvements. The existing lot contains three nonconforming parcels, shown on the plan as Parcels "A", "B", & "C". The subject property is within the R-4 Zoning District, and is located in the 8th Ward. The aforesaid plans were prepared by Yohn Engineering, LLC, Collegeville, PA 19426, dated December 20, 2022, and last revised on May 17, 2023; and

WHEREAS, the applicant, Sleepy Valley Holdings, LLC, has submitted an "alternate" subdivision plan to subdivide the lot into two parcels, but retain the existing dwelling and related appurtenances on Lot 1. Lot 1 is proposed to have an area of 9,245 square feet, and Lot 2 is proposed to have an area of 5,983 square feet. A new single-family dwelling and driveway are proposed on Lot 2. The aforesaid "alternate" plans were prepared by Yohn Engineering, LLC, Collegeville, PA, dated May 17, 2023; and

WHEREAS, implementation of the "alternate" plan will require the Zoning Hearing Board to grant variances from the following provisions of the General Laws of the Township of Haverford:

- §182-206.C(1) to allow a lot area less than allowable.
- §182-206.C(5) to allow the existing front porch to encroach into the front yard setback.
- §182-206.C(6)[a] to allow the existing overhang and bay window to encroach into the side yard setback.
- §182-711.B(1) to allow the existing garage to encroach into the required setbacks for accessory structures.
- §182-713.B to allow the existing building and garage to maintain their existing non-conformities.
- §182-720.C(6) to permit the single family dwelling proposed on Lot 2 within identified areas of steep slopes; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, June 8, 2023, did vote to recommend approval of the plans subject to certain conditions; and

WHEREAS, the applicant has requested that the Board of Commissioners grant a waiver from §160-5.B(3)[j](i) of the General Laws of the Township of Haverford, requiring a minimum cartway width of 27 feet, and a minimum right-of-way width of 50 feet.

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 Plans for Sleepy Valley Holdings, LLC, for the property located at 774 Lawson Avenue, Haverford Township, Delaware County, dated December 20, 2022, and last revised on May 17, 2023, and in the alternative, the Preliminary/Final Minor Subdivision Plans dated May 17, 2023, are **approved** subject to following conditions:

1. The applicant will comply with the items of the Township Engineer's review letter dated June 6, 2023 to the satisfaction of the Township.
2. Prior to recording the by-right subdivision plan dated December 20, 2023, and last revised on May 17, 2023 as a final plan, the applicant shall pursue the variances needed to implement the "alternative" plan to retain the existing house on Lot 1 by applying to the Haverford Township Zoning Hearing Board.
3. In the event that the Zoning Hearing Board grants the necessary relief to implement the "alternate" plan as the final plan, and if no appeal is taken from such approval, the applicant shall record and develop the properties in accordance with the "alternate" plan.

BE IT FURTHER RESOLVED that the Board of Commissioners

RESOLVED this 14th day of August, 2023.

TOWNSHIP OF HAVERFORD

By: C. Lawrence Holmes
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary



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

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES INC., ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVTT 30244

June 6, 2023

Kelly Kirk, Zoning Officer and Community Planner
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Minor Subdivision
Sleepy Valley Holdings, LLC – 774 Lawson Avenue- 3rd Review**

Dear Ms. Kirk:

As requested, we have reviewed the following information prepared by Yohn Engineering, LLC, submitted for the referenced project:

- *“Minor Subdivision Plans”* (seven sheets) dated December 20, 2022, last revised May 17, 2023.

The applicant, Sleepy Valley Holdings, LLC, proposes to subdivide an existing lot (Folio No. 22-08-00649-00) into two (2) new lots. The existing dwelling and related appurtenances are proposed to be demolished. Lot 1 is proposed to have an area of 7,233 square feet, and Lot 2 is proposed to have an area of 7,995 square feet. A new single-family dwelling and driveway are proposed on each lot. An underground infiltration system in the front yard is proposed for stormwater management for each new lot. The property is located within the R-4 Zoning District and the proposed single-family dwellings will be serviced by public water and sanitary sewer connected to existing utilities on Lawson Avenue.

This application was reviewed in accordance with the simplified procedures and requirements of a Minor Subdivision (§160-4.G). We offer the following comments:

ZONING

1. Addressed.
2. Addressed.
3. Addressed.
4. Addressed.

SLOPE CONTROL

5. Addressed.

SUBDIVISION AND LAND DEVELOPMENT

6. Addressed.
7. Addressed.
8. Addressed.
9. An approved Pennsylvania Department of Environmental Protection Sewage Facilities Planning module or exemption is required. (§160-4.E(5)(d))
10. Addressed.
11. Addressed.
12. Addressed.

STORMWATER MANAGEMENT

13. Infiltration testing is required to be conducted at the elevation of the proposed infiltration surface (§78-34.B(2)). Additional testing should be conducted for the proposed infiltration facilities on each lot. **It would be prudent to conduct additional infiltration testing prior to construction to determine if basin elevations can be adjusted to accommodate a revised roof drain configuration.**
14. Addressed.
15. Additional information should be provided regarding installation and maintenance of the proposed above grade rainwater conductors. It may be prudent to lower the elevation of the infiltration beds to allow for underground installation of the rainwater conductors. **Please provide additional information on anchorage of the gutter/downspout and how the gutter/downspout will be maintained given proximity in areas to existing grade and the number of bends indicated. Also, based on the current design for Lot 2, it does not appear that the roof drain from the east portion of the house can be accommodated through the boulder wall.**

GENERAL

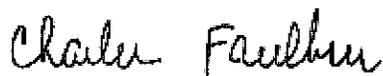
16. A PennDOT Highway Occupancy permit will be required for the proposed driveway and utility installations.
17. The plans should indicate whether the existing sanitary sewer lateral is being utilized for Lot 1 or a new lateral connection is proposed. **A new lateral is proposed for Lot No 1. A detail shall be provided for the abandonment of the existing lateral such that it does not permit groundwater to enter. (§149-4.C(2))**
18. Addressed.
19. Addressed.
20. Addressed.
21. Addressed.
22. Addressed.

23. If approved, a Grading, Drainage, Soil Erosion and Sedimentation Control Permit will be required for each lot.
24. 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).

Should you have any questions or comments, please feel free to contact the undersigned.

Sincerely,

PENNONI



Charles Faulkner, PE
Senior Engineer

CF/brg

cc: Chris Yohn, PE, Yohn Engineering, LLC (via email)
Sleepy Valley Holdings, LLC (via email)

RESOLUTION 2324 -2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Parks

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department purchase of court lights within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within six of our township parks for replacement of court lights to more efficient LED lights

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$12,769.36 of the Township's American Rescue Plan Fund allocation for the purchase of LED replacement lights in Bailey Park, Highland Farms Park, Elwell Field, Preston, Westgate Park and Merry Place.

RESOLVED THIS 14th day of August, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager



Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

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2024 BUDGET ADOPTION SCHEDULE

1. **Presentation of Manager's Budget to the Board of Commissioners on or before October 31, 2023.**

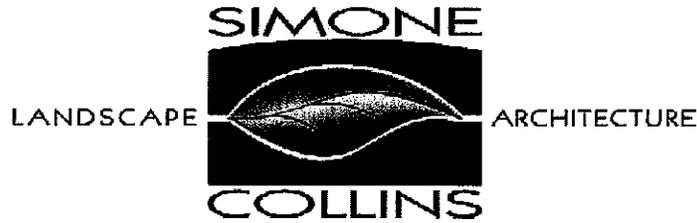
2. **FIRST SPECIAL BUDGET MEETING OF THE BOARD**

**MONDAY, NOVEMBER 20, 2023
7:00 P.M.**

Availability of the 2024 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 2024 BUDGET**

**MONDAY, DECEMBER 11, 2023
7:00 P.M.**



July 18, 2023

Larry Holmes, Esquire, President
 Haverford Board of Commissioners
 1014 Darby Road
 Haverford, PA 19083

Re: Brookline Park Master Plan
 SC # 22033.10

Mr. Holmes and Board of Commissioners,

Simone Collins advocates for parks and recreational facilities that meet the needs of those who we serve. Costs for park development are significant. However, a municipality's park and recreation facilities are one of the most visible components of local government. Parks, trails, and open spaces are important facilities where residents of all ages, ethnicities, economic status, and abilities will interact and create community. These facilities are essential green infrastructure that provide physical, spiritual & health benefits and make a community competitive to attract businesses & keep residents.

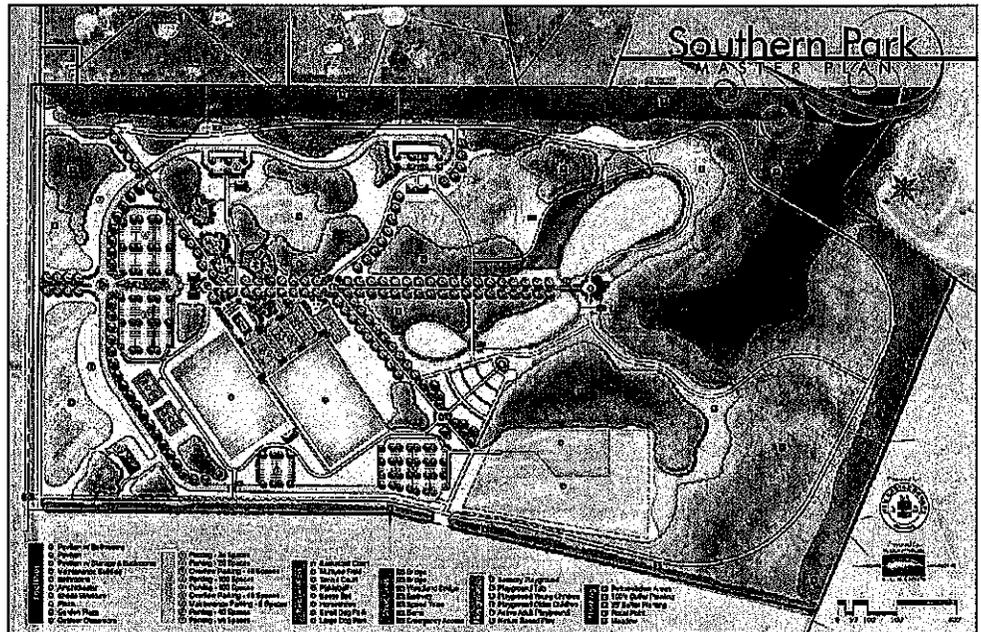
Parks are unique facilities offered by municipal government; each varies in its size, environment, and use. Since each park is unique, it is difficult to compare one park to another - however we offer a summary of several projects to demonstrate the range of costs for new recreational amenities.

Southern Park, New Castle County Delaware – 100 Acres

Phase 1 Construction 2023, 43 Acres - \$7.5 Million

Southern Park was a 100-acre undeveloped site located in lower New Castle County, Delaware. Simone Collins prepared a master plan in 2020 and construction documents in 2021 & 2022 . As the first major County park facility located south of the Delaware Canal, this is an important and greatly desired infrastructure improvement for area residents.

Phase 1 improvements include: entry driveway and parking area, sports fields (2), playground, tennis court (1), pickleball courts (4), basketball court (1), asphalt trails, a pond, site furnishing, landscape plantings, utility work and stormwater management. Phase 1 of the park will open later this summer.



Hershey Mill Dam Park, East Goshen Township – 6.5 Acres

Constructed 2022 – \$1.1 Million

Hershey Mill Dam Park improvements were completed in spring of 2023. The Park was a former dam site and impoundment. Through a public process the Township determined to remove the dam and restore the area to stream and wetlands. SC worked with the Township residents to envision the future of the park, secured grant funding, and documented improvements for construction. The completed park provides public access to natural resources for birding and fishing opportunities and works to safely control stormwater. The park won the 2023 Merit Award from the PA/DE American Society of Landscape Architects.



Wissahickon Park, Whitpain Township – 6.2 Acres

Phase 1 Improvements Final Design & Engineering – \$3.2 Million (Estimated)

Wissahickon Park, located in Whitpain Township, Montgomery County is a part of the Bo-Rit Superfund site. Remediation of asbestos contamination was completed in 2017. SC first planned for the future reuse of the site in the 2013 West Ambler Revitalization and Action Plan. That effort laid out an overall strategy for neighborhood revitalization which is the basis for the current park master plan.

Funded by matching grants from DCNR and DCED (authored by SC), we examined alternative park programs and design options with the community. Possibilities included a new community building, open space fields, playgrounds, play courts, trails, and new landscaping within the constraints of a Superfund site that must be maintained in perpetuity. The Master Plan was completed in early 2019. SC supported the Township in pursuit of a DCNR Land and Water Conservation Fund grant and well as a State RACP Grant.

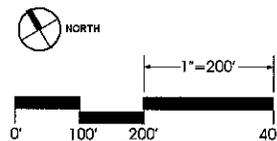
Construction documentation is currently being completed for Phase 1 improvements. Improvements include entrance driveway and parking area, community picnic pavilion and restrooms, playgrounds, basketball court, volleyball court, asphalt trails, site furnishing, landscape plantings, utility work and stormwater management. Construction is planned for 2024.

MASTER SITE PLAN

LEGEND

- | | | |
|--------------------------------------|---------------------------|------------------------------------|
| ① Pavilion | ⑧ Playground | ⑱ Children's garden |
| ② Volleyball court | ⑨ Horseshoes | ⑲ Synthetic Field |
| ③ Full-court basketball | ⑩ Drop-off | ⑲ Bandstand pavilion |
| ④ Half-court basketball / pickleball | ⑪ Bocce courts (2) | ⑳ Boulder steps / bank restoration |
| ⑤ Plaza | ⑫ Pavilion with restrooms | Asphalt trail |
| ⑥ Synthetic turf | ⑬ Water play | Asphalt road |
| ⑦ Play Court Area | ⑭ Tot lot | Plaza paving |
| | ⑮ Boys & Girls Club | Meadow |
| | ⑯ Deck over swale | Lawn |
| | | Planting bed |
| | | Synthetic Turf |

WHITPAIN TOWNSHIP, MONTGOMERY COUNTY
WISSAHICKON PARK PHASE 1 IMPROVEMENTS



Woodlawn Park, Upper Moreland Township – 10.3 Acres

Cost \$4.5 Million (Estimated, building excluded)

Woodlawn Park is located in the center of a densely populated residential neighborhood. The park was adjacent to a former elementary school that had been closed. The school was acquired by the township and after years of being left vacant it was determined to demolish the building in 2021. The removal of the building doubled the size of the park area and the Township retained SC to undertake a master plan process with the community to envision a new plan for the overall park. The master plan retained existing park uses such as a baseball/softball field, basketball courts, and playground and offers new recreational opportunities including, a splash pad, walking trails, outdoor fitness area, picnic pavilion, event lawn, and a future neighborhood recreation center.

Simone Collins assisted the Township in applying for a 2023 DCNR Land and Water Conservation Fund grant for \$1,250,000 and a 2023 DCED Greenways, Trails, and Recreation Program grant request for \$250,000.00.



In summary, Simone Collins appreciates the level of investment required for parks in general and specifically for Brookline Park. Today, parks are essential infrastructure for our residents.

The Brookline Park master plan meets the objectives of multiple grant opportunities providing the Township with the opportunity to leverage local dollars against both state and federal funds. We would welcome the opportunity to be of assistance to the Township with grant preparation, development of final design and engineering plans and getting the park built expeditiously.

Sincerely,
Simone Collins
Landscape Architecture

Peter M. Simone, RLA, FASLA
President

August 7, 2023
Haverford Township

BROOKLINE PARK
Master Plan

Board of Commissioners Meeting # 2 | Final Plan
August 7, 2023

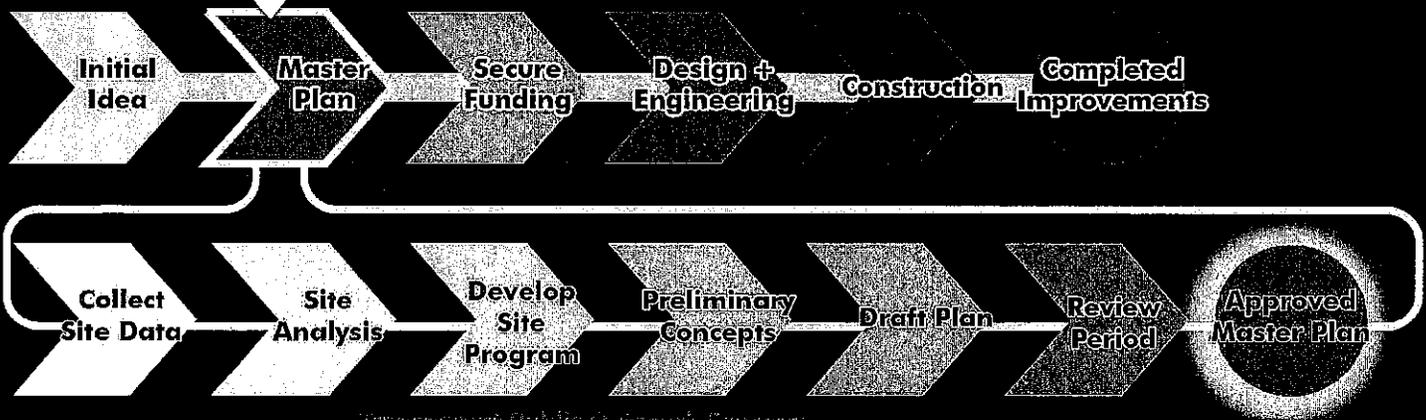
The Master Plan Process

Bio-Kline Park Master Plan

What is a Master Plan?

We are Here

"All voices are heard and all ideas are honored"



Transparent Public Outreach Process:

- 4 Public Meetings
- 6 Steering Committee Meetings
- 4 Focus Group Meetings
- 2 BOC Meetings
- Web-based Public Opinion Survey
- 2-Month Draft Plan Review Period
- Total Public Access to the SC Team During the Master Plan Process

Project Schedule

BROOKLINE PARK MEETINGS

- Steering Committee Meeting 1
- Steering Committee Meeting 2
- Public Meeting 1
- Focus Group Meeting 1
- Focus Group Meeting 2
- Focus Group Meeting 3
- Focus Group Meeting 4
- Focus Group Meeting 5
- Steering Committee Meeting 3
- Public Meeting 2
- Steering Committee Meeting 4
- Steering Committee Meeting 5
- Public Meeting 3
- Board of Commissioners Meeting 1
- Steering Committee Meeting 6
- Public Meeting 4

PURPOSE

- Project Brief Approval
- Design Basis Understanding
- Brainstorming
- Member Input
- Initiation
- Initial Level of Studies
- Penetration
- Senior Staff Input
- Initial Concepts
- Initial Concepts
- Concept Refinement
- Pre-Draft Master Plan
- Draft Master Plan
- Draft Master Plan
- Review Draft Plan comments
- Final Master Plan

Final Master Plan

DATE

- Wed, Sep 20, 2023
- Wed, Oct 18, 2023
- Mon, Oct 23, 2023
- Wed, Nov 01, 2023
- Thu, Nov 08, 2023
- Tu, Nov 14, 2023
- Wed, Nov 16, 2023
- Tue,
- Wed, Nov 15, 2023
- Tues, Dec 05, 2023
- Tues, Jan 24, 2024
- Tues, Mar 7, 2024
- Wed, Mar 20, 2024
- Mon, April 10, 2024
- Tue, June 6, 2023
- Thu, June 29, 2023

Mon, Aug 7, 2023

TIME

- 7:00 PM - 9:00 PM
- 8:00 AM - 10:00 AM
- 7:00 PM - 8:00 PM
- 8:00 PM - 10:00 PM
- 7:30 PM - 9:30 PM
- 9:00 AM - 10:00 AM
- 8:30 - 9:30 PM
- TBD
- 7:00 PM - 9:00 PM
- 7:00 - 9:00 PM
- 7:00 PM - 8:30 PM
- 7:00 - 9:00 PM
- 7:00 - 9:00 PM
- 7:00 PM - 8:30 PM
- 7:00 PM - 9:00 PM



BOC Meeting 2

Public Input Update

100% REACTION

Public Meeting 1 Oct 24, 2022

Brainstorming & Programming
82 attendees
77 Ideas Shared

Public Survey 879 Responses

Preferred recreational experience for Brookline Park

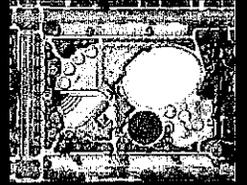


4 Focus Groups

1. Young Families Group – 13 attendees
2. Adjacent Neighbors – 15 attendees
3. Middle School Students – 10 attendees
4. Senior Citizens – 4 attendees

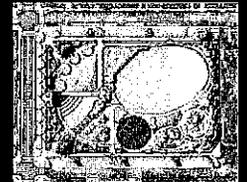
Public Meeting 2
Dec 6, 2022
Concept Studies
33 Attendees

Public Meeting 3
Mar 29, 2023
Draft Plan
46 Attendees



Draft Plan Feed
back form:
23 comments

Public Meeting 4
Jun 29, 2023
Final Plan
25 Attendees



Draft Plan Feedback

- Provide for more play opportunities.
- Provide more seating around playgrounds
- Larger open lawn area



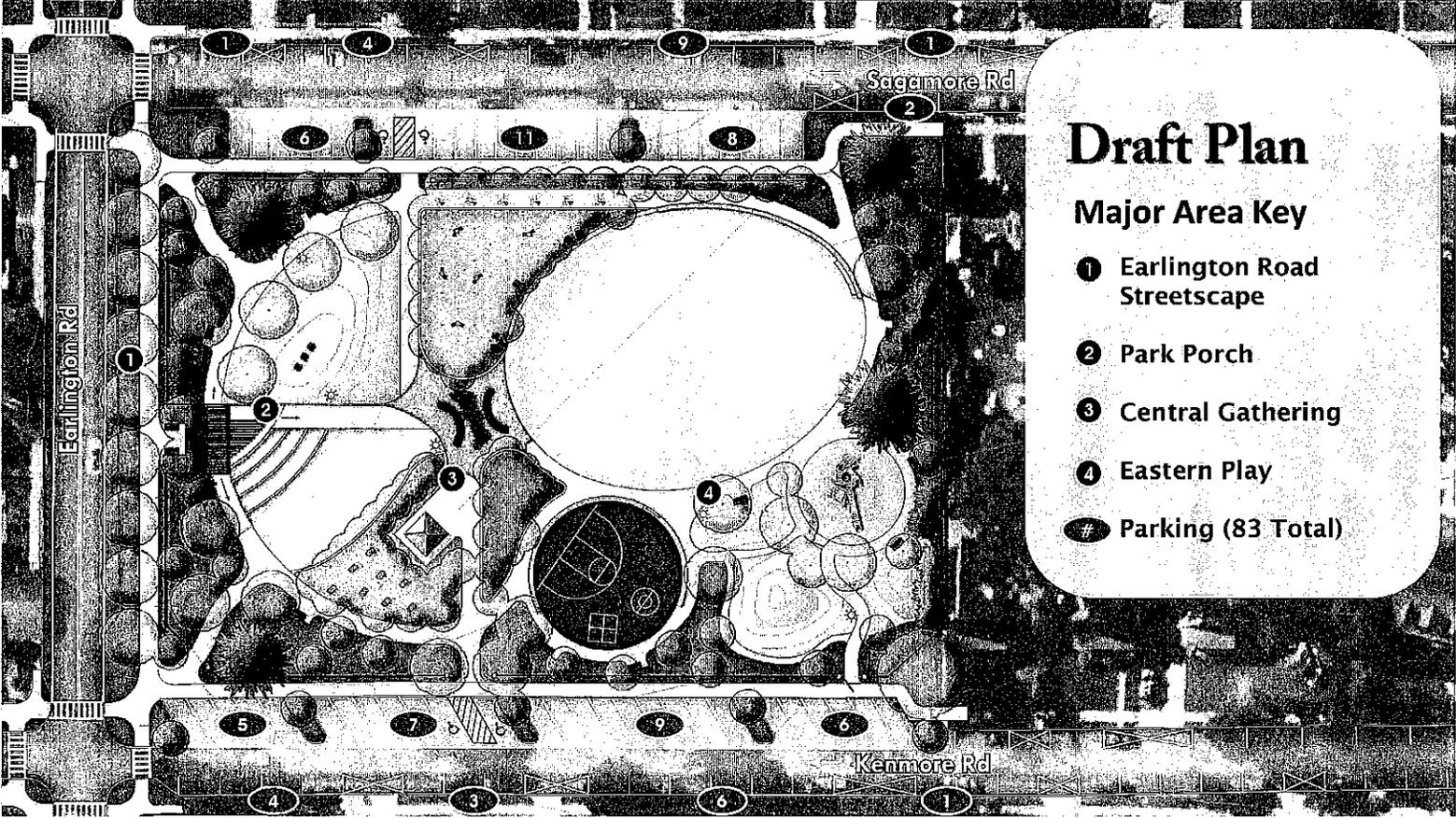
Final Plan

Brookline Park Master Plan

Program Elements

- Playground Area
 - Playground (5-12)
 - Toddler Play Area
 - Musical Instrument areas
 - Swing Area
- Open lawn for gathering and play
- Court games
- Seating / gathering areas of various scales
- Shade Structure
- Trees and Plantings
- Restroom
- Lighting

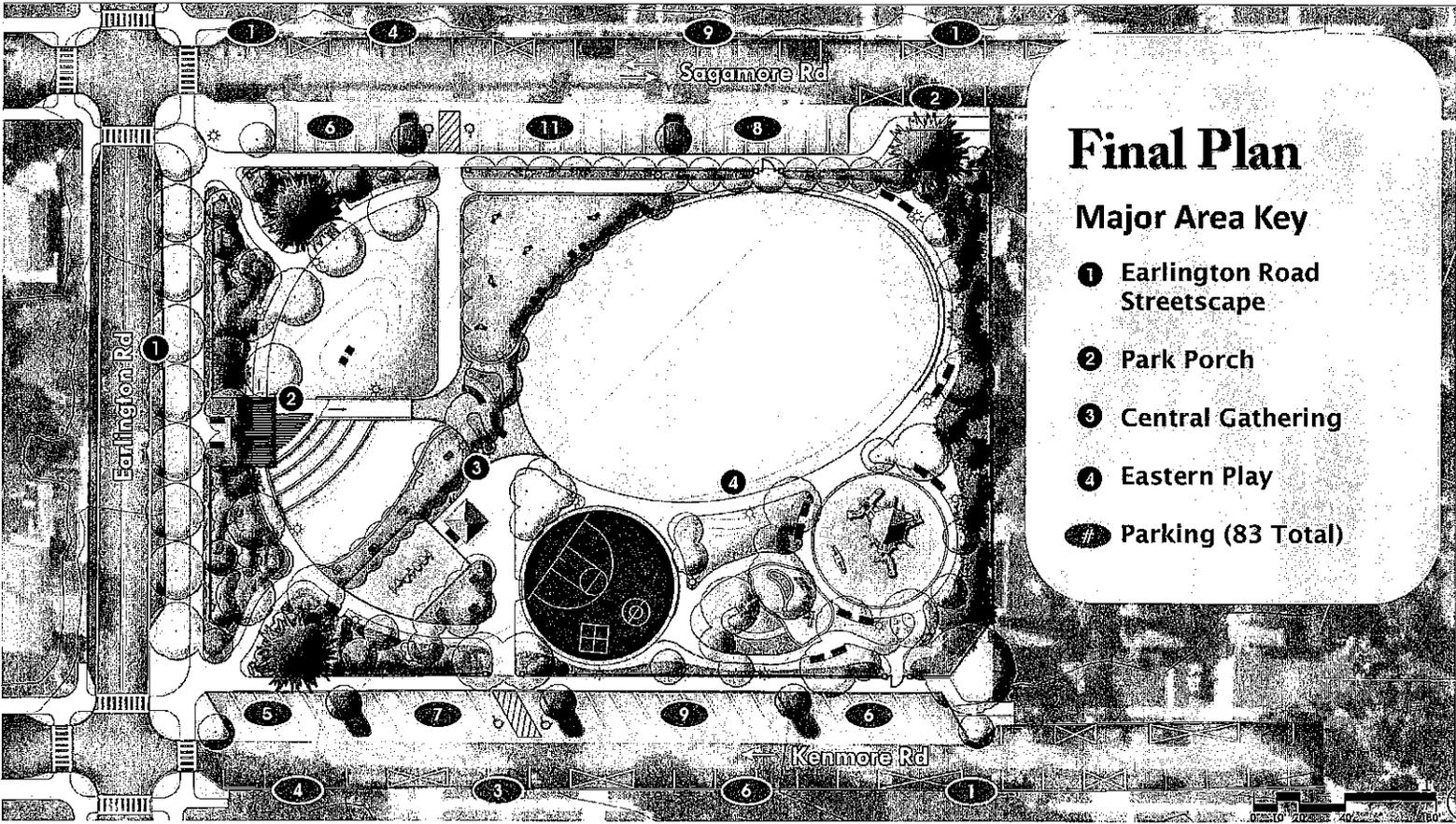




Draft Plan

Major Area Key

- ① Earlington Road Streetscape
- ② Park Porch
- ③ Central Gathering
- ④ Eastern Play
- ⑦ Parking (83 Total)

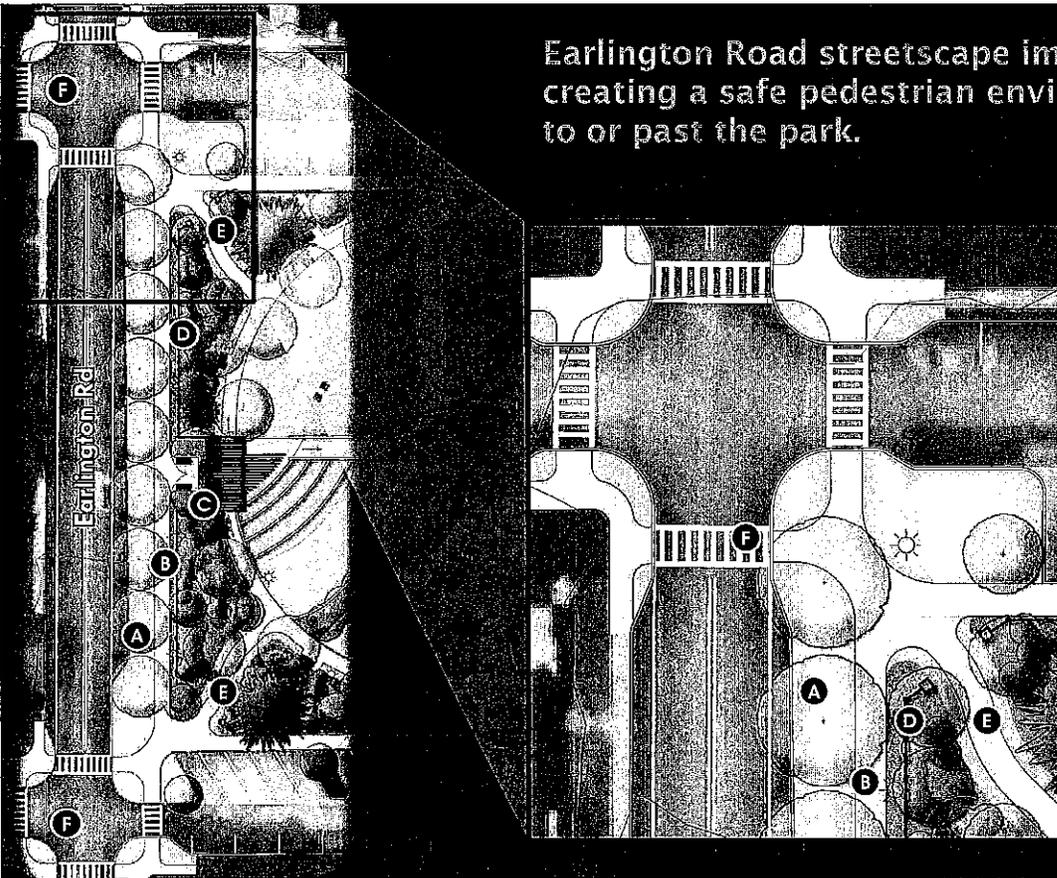


Final Plan

Major Area Key

- 1 Earlington Road Streetscape
- 2 Park Porch
- 3 Central Gathering
- 4 Eastern Play
- 7 Parking (83 Total)

Earlington Road streetscape improvements focus on creating a safe pedestrian environment for people walking to or past the park.

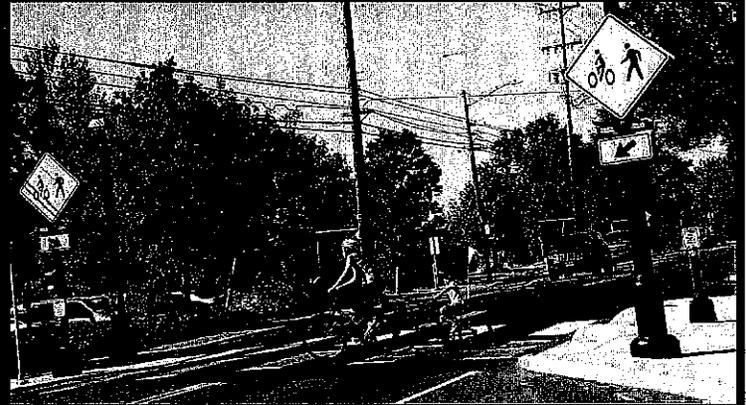


Earlington Road Streetscape Key

- Ⓐ 8 ft-wide Verge with Shade Trees
- Ⓑ 6 ft-wide Sidewalk
- Ⓒ Seating Plaza & Feature Wall
- Ⓓ Fence Line within Planting Bed
- Ⓔ Park Entrance
- Ⓕ Curb Extension, Crosswalks & Rapid Flashing Beacon

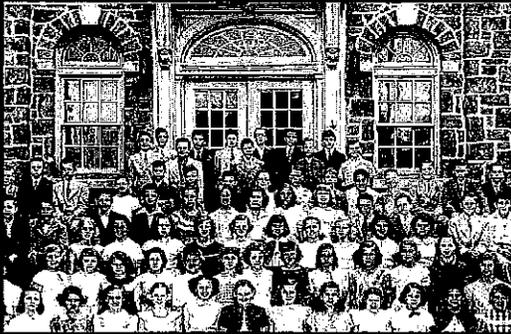
Earlington Road Traffic Calming

- Safety & Traffic Calming Devices:
 - Curb extension
 - Crosswalks
 - Rapid flashing beacon
 - Street Trees
- Final design will require PennDOT approval

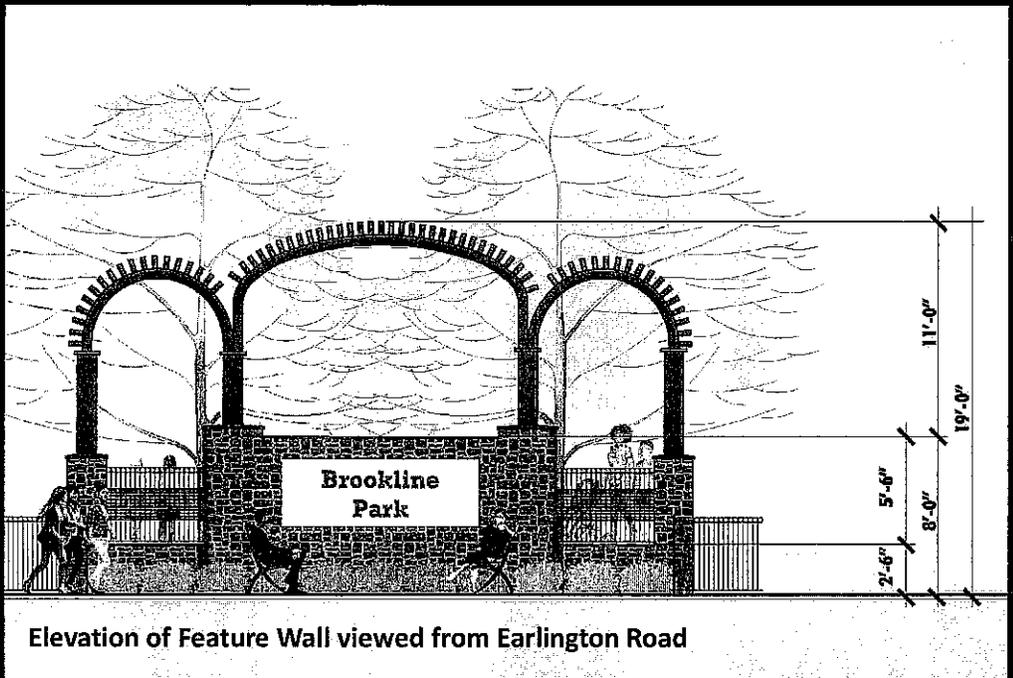


Seating Plaza & Feature Wall

- Elevation concept
- Design incorporate features from school façade.
- Reuse salvaged stone from building



Historic image of Brookline School entry façade depicting the arch motif.

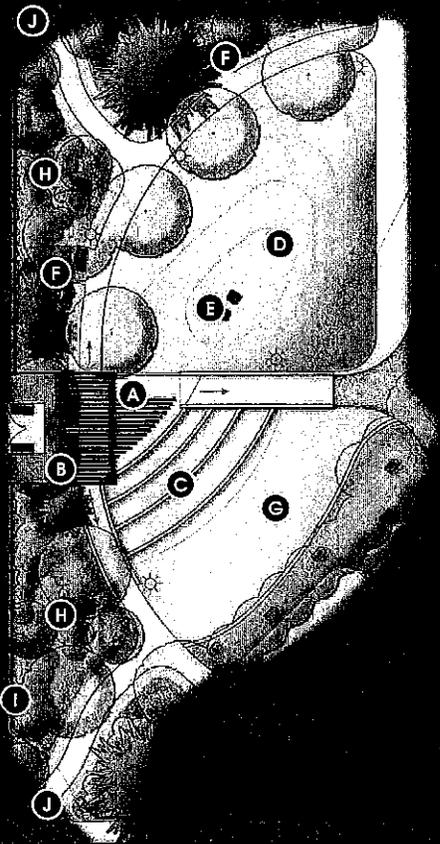


Elevation of Feature Wall viewed from Earlington Road

Fencing

- Decorative metal perimeter fencing
- Simple detail / non-black powder coat color such as bronze
- 4 feet height
- Use salvaged stone to create stone piers denoting entrances





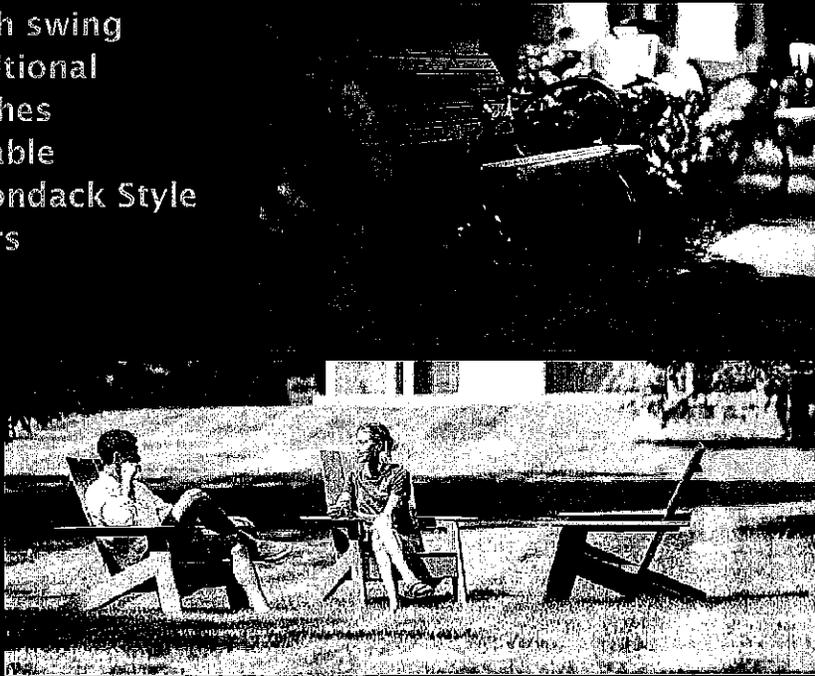
The Porch serve as a transition space from the Earlington Streetscape into the entire of the Park. It is a place to sit and watch and to be seen.

The Porch Key

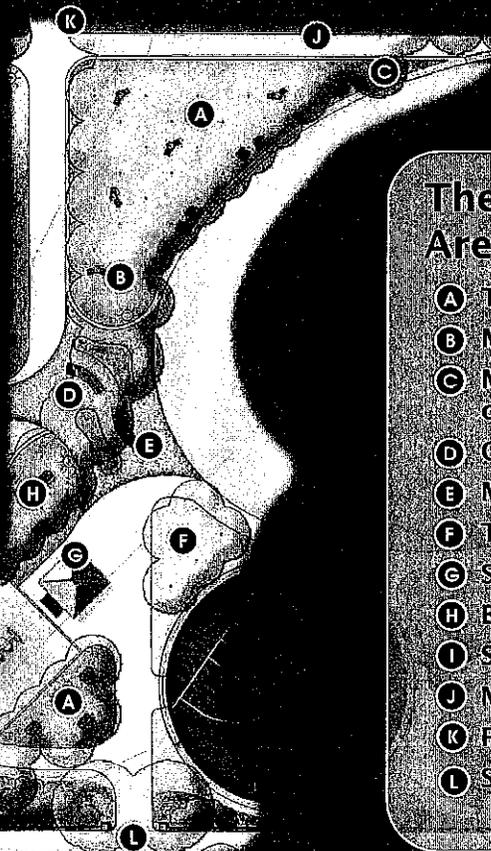
- Ⓐ Elevated Plaza with Trellis
- Ⓑ Bench Swing (2)
- Ⓒ Lawn Steps
- Ⓓ Large Lawn Mound
- Ⓔ Movable Adirondack Style Chairs
- Ⓕ Tradition Bench
- Ⓖ Open Lawn
- Ⓗ Mix border / bed planting
- Ⓘ Fence 4ft Tall
- Ⓙ Stone Piers at Park Entrance

Porch Seating

- Bench swing
- Traditional benches
- Movable Adirondack Style Chairs



The Central Gathering Area is comprised of three seating areas and defined by a generous central spine pathway that connects Sagamore Road to Kenmore Road



The Central Gathering Area Key

- A** Tree grove w/ stone dust paving
- B** Movable bistro chairs & tables (5)
- C** Movable Adirondack style chairs (5)
- D** Central plaza
- E** Modern conversation bench (2)
- F** Tree grove in lawn
- G** Single occupancy restroom
- H** Boulder seating (8)
- I** Swings
- J** Mix border / planting bed
- K** Fence 4ft-tall
- L** Stone piers at park entrance

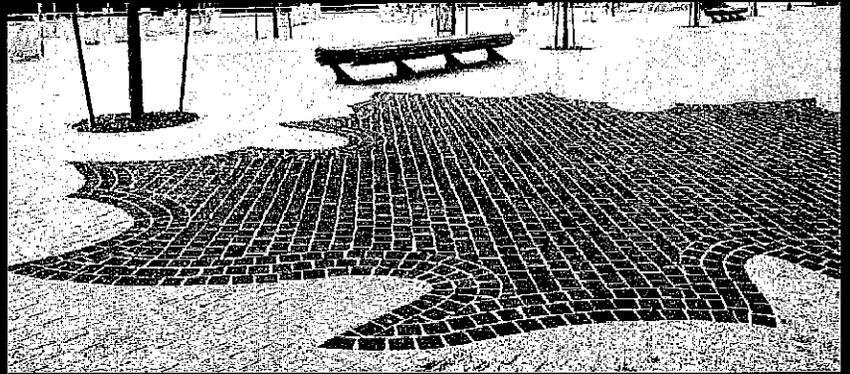
Tree Grove

- Trees planted on grid
- Focused Shade
- Permeable stone dust paving provides opportunity to collect stormwater subsurface



Central Plaza Paving

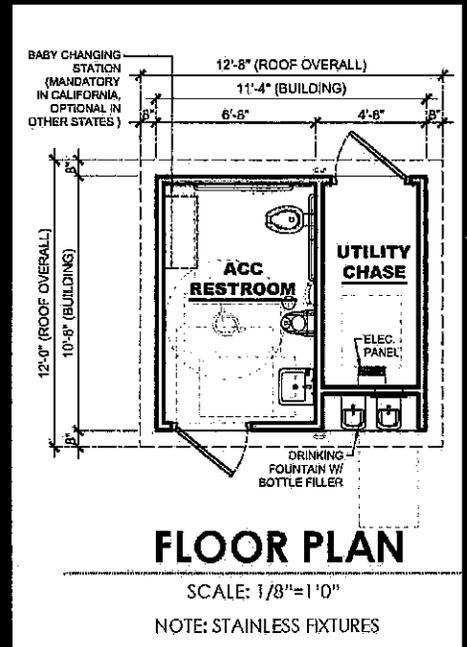
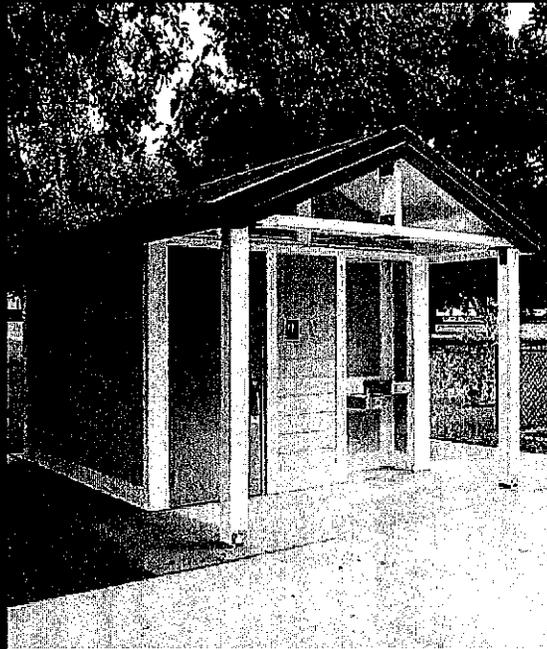
- Natural Stone Material
- Organic Pattern



Single Occupancy Restroom

www.simonecollins.com 2023.07.07

- Drinking fountain
- Vandal resistance finishes
 - Wall mounted stainless steel fixtures
 - Order minimizing floor finish
 - Touchless fixtures
 - Automatic nighttime locks
- Building design draw from the neighborhood's residential architectural style
 - Hip roof
 - Shake shingle
 - Stone work in façade



Seating

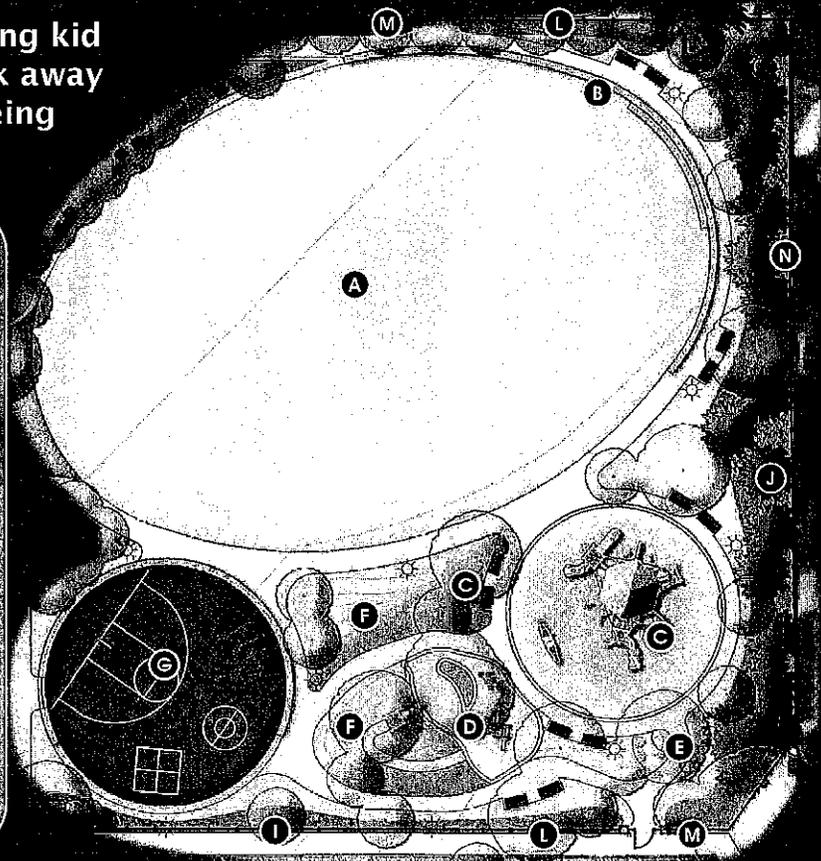
- Movable bistro chairs & tables
- Modern conversation bench (2)



The Eastern Play Area focuses young kid activities in the interior of the park away from Earlington Road while still being close to key park amenities.

Eastern Play Area Key

- A Open lawn
- B Seat wall
- C Playground (5-12)
- D Playground (tot)
- E Musical Play
- F Small lawn play mounds (2)
- G Game court
- H Seat wall
- I Low ground cover planting
- J Buffer planting
- L Fence 4ft tall
- M Stone piers with gate at park entrance
- N Fence 6ft tall



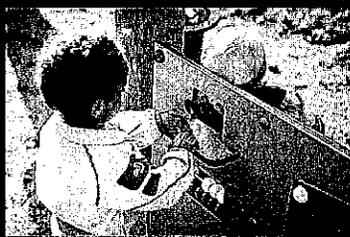
Open Lawn

- Informal pick up games
- Sized for youngest level soccer and tee ball
- Neighborhood / Penfield Civic events such as movie night in the park



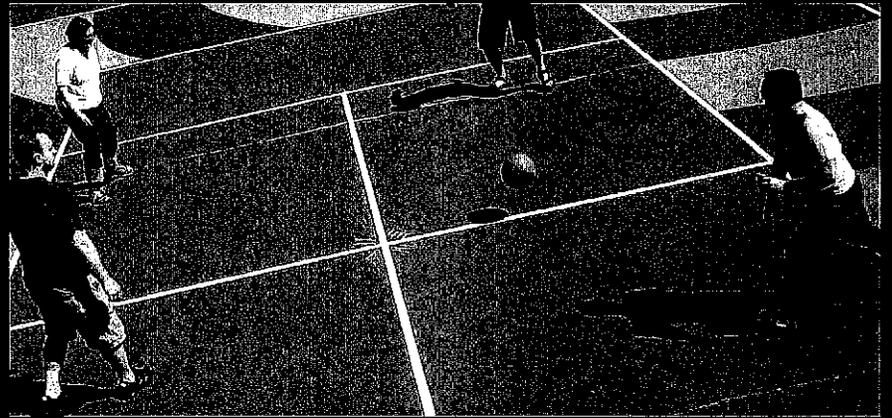
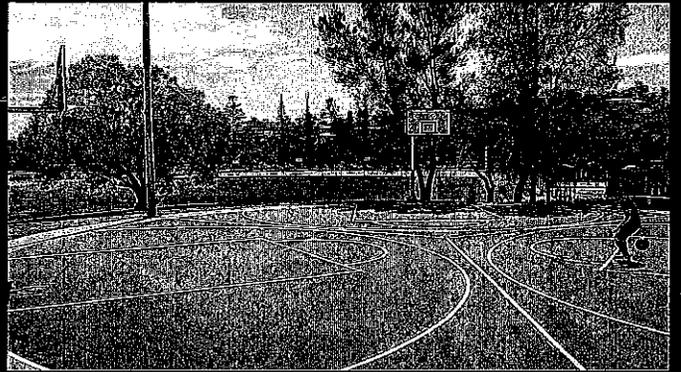
Playground Area

- Playground structure
- Lawn play mounds
- Children's garden discovery paths



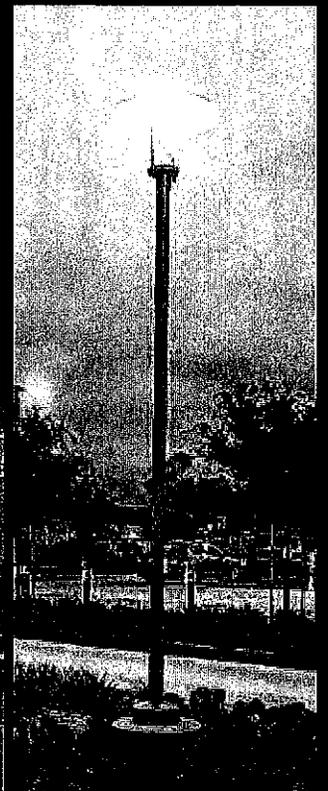
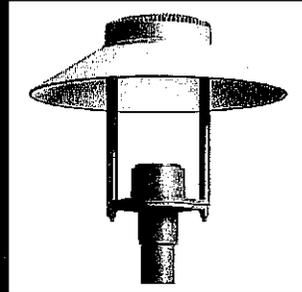
Court Game Area

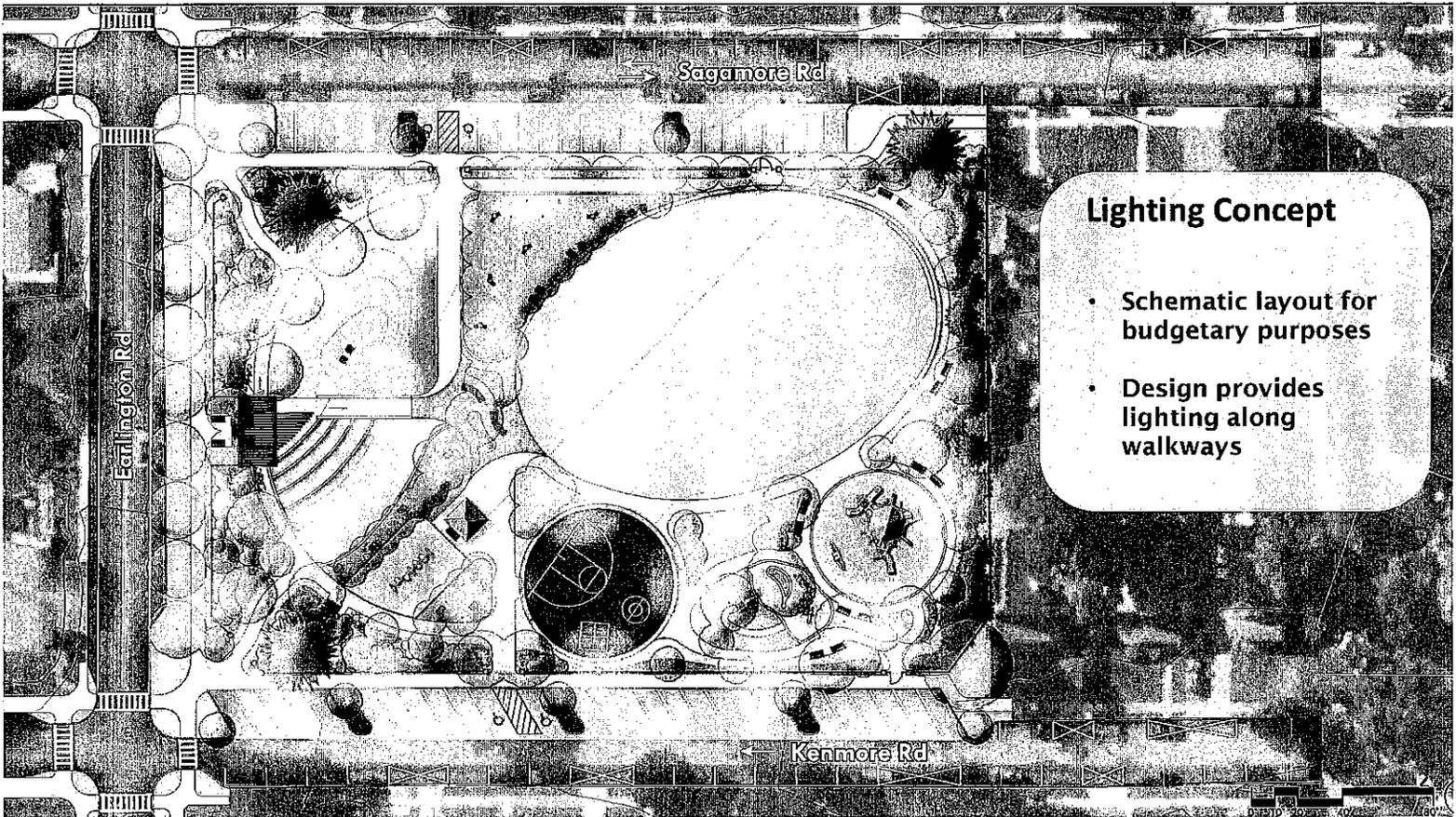
- Single half court basketball
- Four square
- Over head play
- Open chalk play



Lighting

- Pathway lighting – standards & bollard options
- Dark skies complaint
- Directional controls along neighboring properties to control spill over lighting
- Programable controls
- Dim lights over night





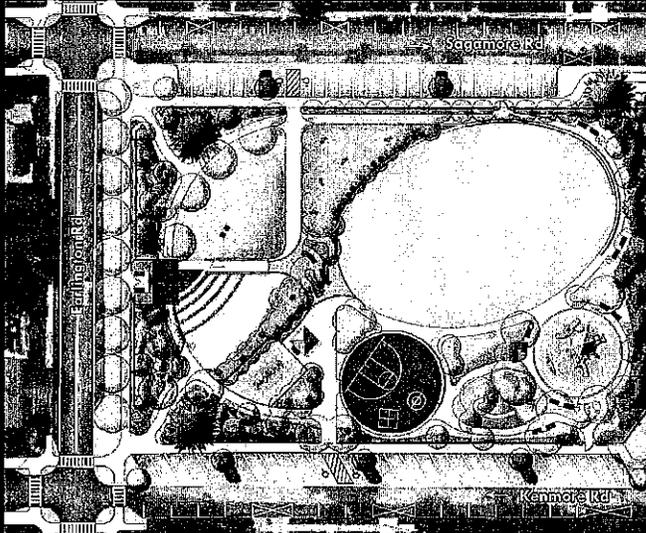
Lighting Concept

- Schematic layout for budgetary purposes
- Design provides lighting along walkways

Funding & Probable Cost of Development

Brookline Park Master Plan

Probable Cost of Development



Brookline Park Master Plan Draft Cost Summary

| Total Project Cost Summary | |
|--|---------------------|
| Pedestrian Street Safety Improvements / Sidewalks | \$ 242,500 |
| Parking | \$ 168,600 |
| Utilities - Lighting, hose bids, electric /sewer /water service etc. | \$ 198,500 |
| Hardscape / Fencing - pavements, seat wall, etc. | \$ 436,300 |
| Amenities - Playground, Play Court, Restroom, Site Furnishings, etc. | \$ 835,600 |
| Planting | \$ 182,600 |
| Total Proposed Site Improvements | \$ 2,064,100 |
| Mobilization | \$ 62,200 |
| E&S | \$ 41,700 |
| Stormwater Allowances | \$ 62,200 |
| Construction Contingency (10%) | \$ 206,700 |
| Design & Engineering (12%) | \$ 248,000 |
| Total Project Cost | \$ 2,684,900 |

Probable Cost of Development

- Township may wish to implement early improvements such as improved lawns, daffodil plantings, temporary low fence along Earlington Road.
- Possible grant applications in 2024.
- Cost are estimated using PA prevailing wage rates.

Brookline Park Master Plan Draft Cost Summary

| | |
|---|---------------------|
| 1. Site-Wide Improvements | \$ 504,300 |
| Total Proposed Site Improvements | \$ 387,700 |
| Mobilization, E&S, Stormwater Allowances | \$ 31,200 |
| Construction Contingency (10%) | \$ 38,800 |
| Design & Engineering (12%) | \$ 46,600 |
| 2. Park Porch Area | \$ 316,200 |
| Total Proposed Site Improvements | \$ 243,100 |
| Mobilization, E&S, Stormwater Allowances | \$ 19,500 |
| Construction Contingency (10%) | \$ 24,400 |
| Design & Engineering (12%) | \$ 29,200 |
| 3. Central Gathering Area | \$ 495,600 |
| Total Proposed Site Improvements | \$ 381,000 |
| Mobilization, E&S, Stormwater Allowances | \$ 30,700 |
| Construction Contingency (10%) | \$ 38,100 |
| Design & Engineering (12%) | \$ 45,800 |
| 4. Eastern Play Area | \$ 800,700 |
| Total Proposed Site Improvements | \$ 615,800 |
| Mobilization, E&S, Stormwater Allowances | \$ 49,400 |
| Construction Contingency (10%) | \$ 61,600 |
| Design & Engineering (12%) | \$ 73,900 |
| 5. Pedestrian / Streetscape Improvements | \$ 568,100 |
| Total Proposed Site Improvements | \$ 436,500 |
| Mobilization, E&S, Stormwater Allowances | \$ 35,300 |
| Construction Contingency (10%) | \$ 43,800 |
| Design & Engineering (12%) | \$ 52,500 |
| Total Project Cost | \$ 2,684,900 |

Funding Opportunities

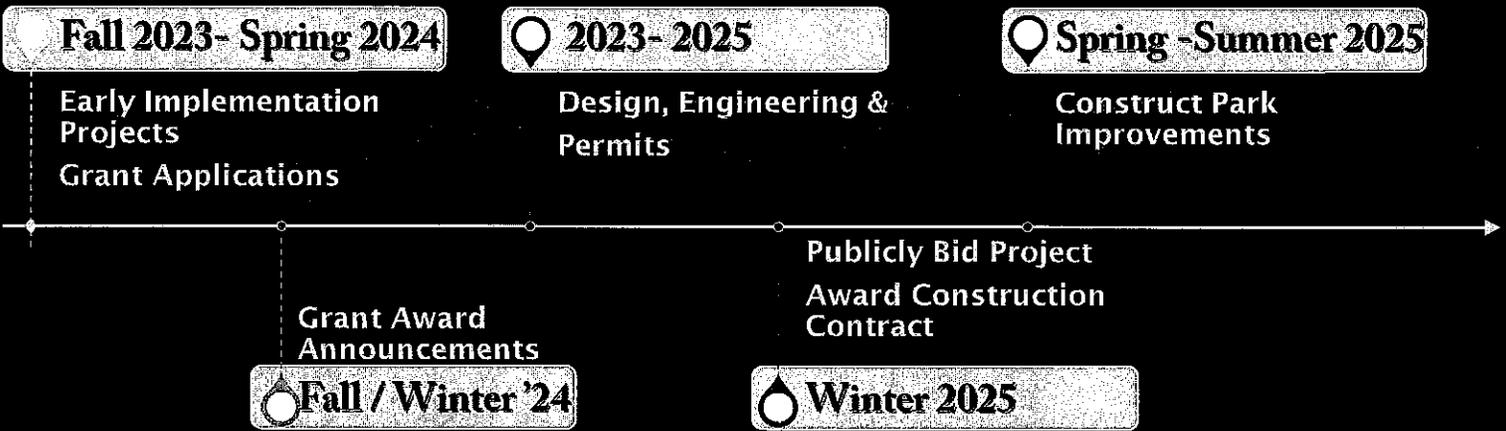
State and federal funding sources - DCNR & Land and Water Conservation Fund (LWCF) could be obtained for the park allowing the Township to leverage local funds for park improvements. One possible funding scenario (below) might fund the majority of the construction in a single phase.

| <u>Source</u> | <u>Amount</u> |
|-------------------------|---|
| Township funds | \$ 1,000,000.00* |
| DCNR LWCF | \$ 1,000,000.00 (grant application due April 5, 2024) |
| DCED GTRP: | \$ 250,000.00 (grant application due May 31, 2024) |
| <u>DELCO Greenways:</u> | <u>\$ 500,000.00 (grant application due March 2024)</u> |
| Total Possible | \$ 2,750,000.00 |

*CDBG funds may be available for sidewalks at the park

Design & Engineering Costs: +- \$250k

Park Timeline / Next Steps

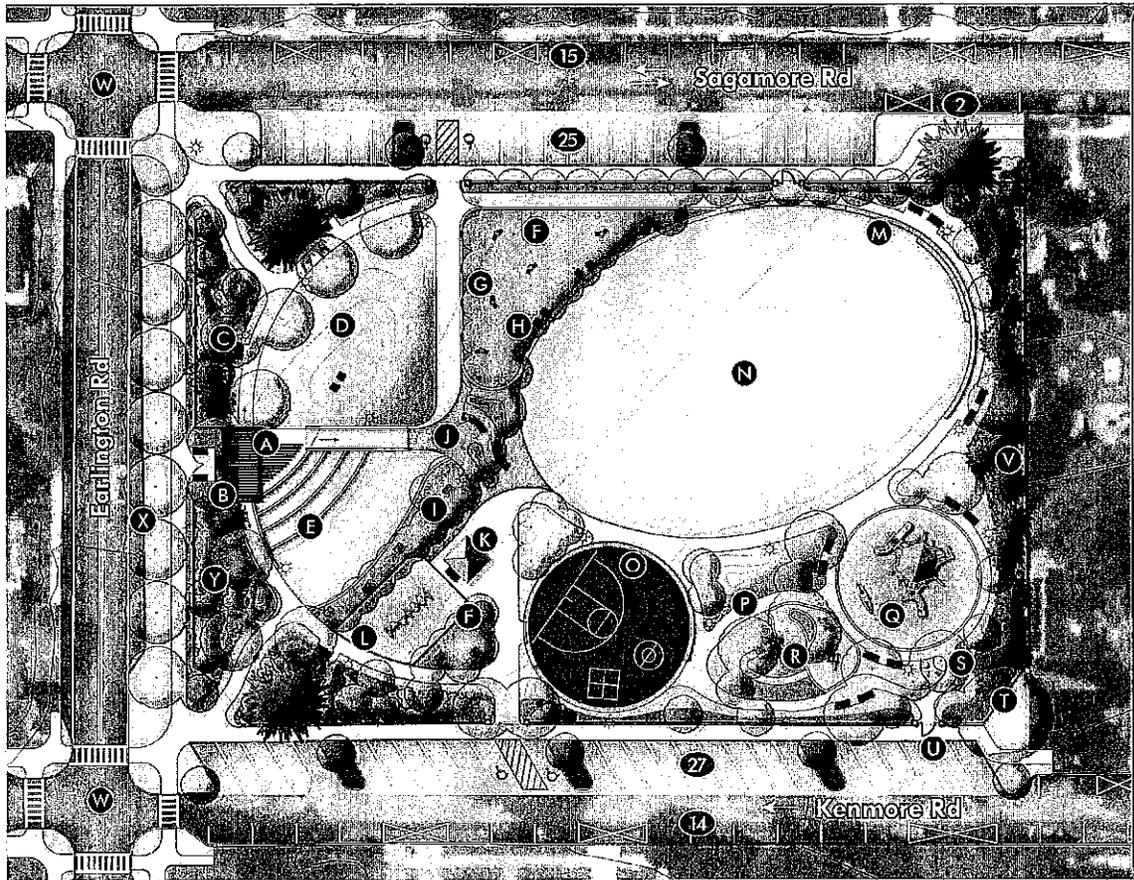


Next Steps

- Board of Commissioners approve / adopt plan
- Commit to pursue grant applications
- Meet with DCNR, County and DCED to familiarize them with project
- Submit grant applications in spring of 2024
- Begin design & engineering to make project “shovel-ready”

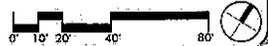
Questions & Comments

Brookline Park Master Plan



Key:

- A** Elevated plaza w/ trellis
- B** Bench swing (2)
- C** Bench (16)
- D** Large lawn mound
- E** Lawn steps / open lawn
- F** Tree grove w/ stone dust paving
- G** Bistro chairs & tables (5)
- H** Adirondack style chairs (8)
- I** Stone boulder seating (8)
- J** Central plaza with benches
- K** Single occupancy restroom
- L** Swing set
- M** Seat wall
- N** Open play lawn
- O** Play court w/ seat wall
- P** Small lawn play mounds (2)
- Q** Playground (5-12 years)
- R** Playground (tot area)
- S** Musical play area
- T** Fence
- U** Gate (2)
- V** Buffer planting
- W** Curb extension / crosswalk improvement
- X** Street tree planting
- Y** Mixed border / bed planting
- #** Parking (83)



Thank you!

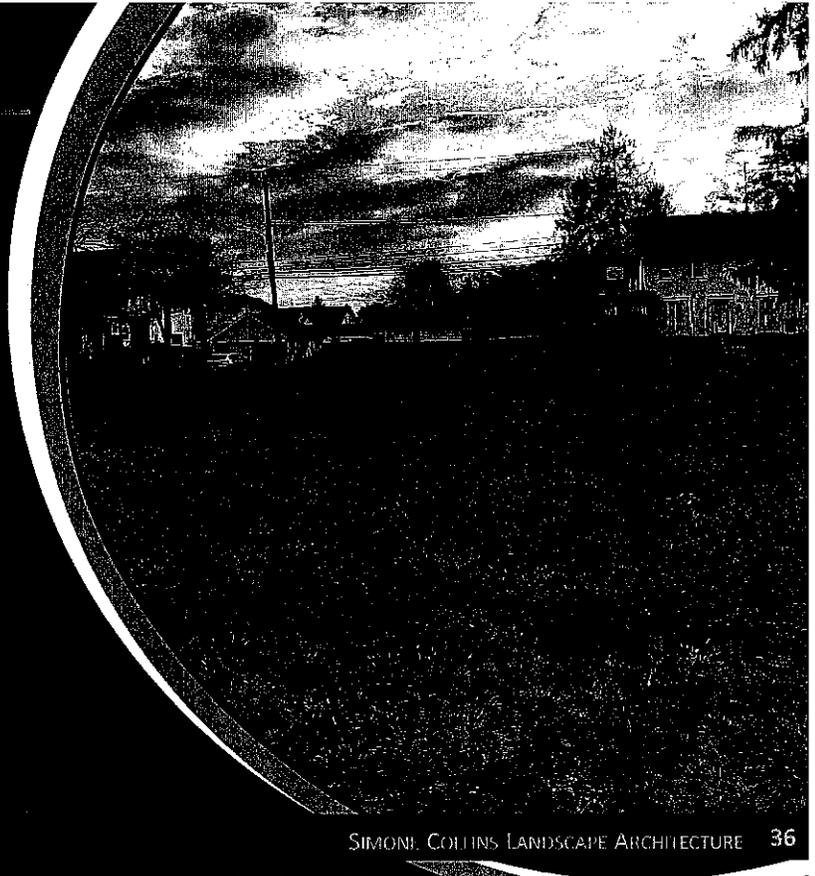
It has been a pleasure to work with the
Board of Commissioners on this project.

Please contact us anytime.

Simone Collins Landscape Architecture

(610) 239-7601

- Peter Simone, RLA, FASLA, Principal
psimone@simonecollins.com
- Sarah Leeper, RLA, Project Manager
sleeper@simonecollins.com
- Michelle Armour, Staff Landscape Architect
michelle@simonecollins.com





Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ., PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN F. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK, ESQ.
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ.
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ.
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

2024 BUDGET ADOPTION SCHEDULE

1. **Presentation of Manager's Budget to the Board of Commissioners on or before October 31, 2023.**

2. **FIRST SPECIAL BUDGET MEETING OF THE BOARD**

**MONDAY, NOVEMBER 20, 2023
7:00 P.M.**

Availability of the 2024 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 2024 BUDGET**

**MONDAY, DECEMBER 11, 2023
7:00 P.M.**

Good afternoon Everyone.

The bid opening for the annual salt contract for our eleven Delaware County Municipalities was held at 12:30 pm today. Seven (7) companies responded, but only five (5) actually placed bids through PennBID. The low bid and our recommendation is **Eastern Salt Company, Inc.** at **\$73.73 per ton delivered**. The formal bid tabulations from PennBID are attached. In short, the results were:

- Eastern Salt Company, Inc. \$73.73 / ton
- Riverside Construction Materials \$74.50 / ton
- Morton Salt \$78.82 / ton
- American Rock Salt Company \$79.00 / ton
- Mid-Atlantic Salt, LLC \$94.00 / ton
- Cargill, Inc No Bid
- Compass Minerals No Bid

Our price per ton in 2022 was \$75.00 so we did a little better than last year (savings of \$1.27 / ton). Again this year the State was able to extend most of their 2021 contracts for yet another year which possibly hurt the bidding market. Hence, the State price remained for another year at \$73.49 / ton.

Attached is Eastern Salt Company's bid paperwork, as well as the report from PennBID showing the bid results. I will forward a tabulation sheet showing the past history of our salt prices as well as comparing to the State contract price.

I have reviewed the paperwork from Eastern Salt Company and found it to be in order. Last year we used Riverside Construction Materials who I found to do a very good job for us. Eastern Salt Company had won the bid for several years before that and again we found them to do an excellent job.

Newtown Township is anticipated to be recommending the awarding of the contract at our Board of Supervisors meeting on Monday night, August 14, 2023. The contract is awarded "subject to acceptance by the other municipalities of their share of the Contract obligation." **Each municipality must OFFICIALLY accept Eastern Salt Company, Inc. as the salt contractor** and this must be conveyed to me as soon as is possible.

- Let me know when you have each awarded the contract so I can finalize arrangements with Eastern Salt Company, Inc.
- As soon as I have been able to finalize the contract I can forward you ordering instructions and other information. I will also send each of you a copy of the executed contract.

Please feel free to contact me if you have any questions.

Our Finance Department will send an invoice with each municipality's share of the advertising cost shortly.

Thank you Everyone, and have a great rest of the day.

George

George Sharretts

Director of Public Works

Township of Newtown

209 Bishop Hollow Road

Newtown Square, PA 19073

Phone: 610.356.0200 Ext. 112

Fax: 610-356-8722

Email: sharrettsg@newtowntownship.org

www.newtowntownship.org

Worksheet
Unit Price Analysis

| Reference Number | Description | Type | UOM | Quantity | Compass Minerals America Inc. | Cargill, Inc. | Eastern Salt Company, Inc. | riverside construction materials inc | Morton Salt | American Rock Salt Co., LLC | Mid-Atlantic Salt, LLC |
|--------------------|-----------------------|------|--------|-----------|----------------------------------|---------------|-------------------------------|---|----------------|--------------------------------|------------------------|
| Bid Price Ratio | | | | | | | 100% | 98.96% | 93.54% | 93.32% | 78.43% |
| Total Extended | | | | | \$0.00 | \$0.00 | \$866,327.50 | \$875,375.00 | \$926,135.00 | \$928,250.00 | \$1,104,500.00 |
| Pricing Line Items | | | | | \$0.00 | \$0.00 | \$866,327.50 | \$875,375.00 | \$926,135.00 | \$928,250.00 | \$1,104,500.00 |
| | of De-icing 1 Salt | Base | \$/Ton | 11,750.00 | \$0.00 | \$0.00 | \$73.73 | \$74.50 | \$78.82 | \$79.00 | \$94.00 |



Haverford Township Police Department

1010 Darby Road

Havertown, Pennsylvania 19083

Phone: 610-853-1298 ext. 1248 Fax: 610-853-1706

JHAGAN@HAVPD.ORG

Joseph J. Hagan
Deputy Chief of Police

Memorandum

Purchase

To: Dave Burman, Township Manager

From: Deputy Chief Joseph Hagan

A handwritten signature in black ink, appearing to be "JH", is written to the right of the "From:" line.

Request approval to purchase 4 traffic speed signs along with appropriate software and hardware from All Traffic Solutions, 3100 Research Drive, State College PA 16801. The total cost is \$21,231.19. This equipment is being purchased under COSTARS contract 012-E22-305.



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-78268

DATE: 07/11/2023

PAGE
 NO: 1

Mail Purchase

Orders to:

3100 Research Dr.
 State College, PA
 16801

Contract:
 Sourcewell 090122-ATS

**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

SHIP TO:

Township of Haverford
 1010 Darby Road
 Havertown PA 19083
 Attn: Thomas Long

Billing Contact:

**PAYMENT
 TERMS:**
 Net 30

CUSTOMER: Township
 of Haverford

CONTACT:(610) 853-1298

| ITEM NO: | DESCRIPTION: | QTY: | EACH: | EXT. PRICE: |
|----------|--|------|--------------|----------------|
| 4000566 | Shield 15 Speed Display; base unit w/ mounting bracket | 4 | \$3,252.00 | \$13,008.00 |
| 4001818 | Integrated Solar pole mount battery kit (Sh15) 28Ah batt & solar controller | 4 | \$576.00 | \$2,304.00 |
| 4000647 | App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare | 4 | \$1,500.00 | \$6,000.00 |
| 4000874 | All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite) | 4 | \$0.00 | \$0.00 |
| 4000659 | Solar panel, 50W; includes bracket for pole and harness | 4 | \$472.50 | \$1,890.00 |
| 4001626 | VZW communications prep | 4 | \$0.00 | \$0.00 |
| 4001299 | 3 Year Warranty | 4 | \$0.00 | \$0.00 |
| 4000641 | Shipping and Handling Common Carrier | 4 | \$130.00 | \$520.00 |
| 4001190 | Discount - New Purchase | 1 | (\$2,490.81) | (\$2,490.81) |

Special Notes:

**SALES
 AMOUNT:**

\$21,231.19

**TOTAL
 USD:**

\$21,231.19

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

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____

HVERFORD TOWNSHIP MEMORANDUM

DATE: August 2, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: LED court lights for Bailey, Coopertown, Merry Place, Westgate, Elwell and Preston

Attached is a quote for LED lights and accessories for replacing of basketball court lights at Bailey, Coopertown, Westgate, Elwell and Preston and Tennis court lights at Merry Place.

The total is \$12,769.36 from Colonial Electric supply company. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # 008-E22-779.

If there are any questions, I will be on hand for the Board of Commissioner work session August 7, 2023.

QUOTE



colonial electric supply company, inc.

Since 1972. Powered by Excellence!
201 W. Church Road
King Of Prussia PA 19406

610-312-8100
www.coloniaelectric.com

| | |
|---|------------|
| QUOTE NUMBER | QUOTE DATE |
| QT363896 | 07/21/23 |
| QUOTE CONTACT INFORMATION | |
| From: Robert Steinhauer | |
| Addr: 201 W. CHURCH RD. | |
| KING OF PRUSSIA PA 19406 | |
| Phone: 484-679-2077 Fax: (610) 312-8131 | |
| Terms: NET 30 | |
| FOB: Shipping Point Freight Allowed | |

Customer: HAVERFORD TOWNSHIP

BILLING ADDRESS

HAVERFORD TOWNSHIP
ATTN: ACCOUNTS PAYABLE
1014 DARBY ROAD
HAVERTOWN PA 19083

SHIPPING ADDRESS

HAVERFORD TOWNSHIP
HAVERFORD TOWNSHIP PUBLIC WORK
1 HILLTOP RD
HAVERTOWN PA 19083

| CUSTOMER PO | QUOTE DATE | QUOTED FOR | SHIP DATE | SHIP VIA | FREIGHT TERM | | | | |
|-------------|-------------|--------------|--------------------------------|----------------|--------------|--------|------------|----|--------------|
| | 07/21/23 | . | 00/00/00 | | PPD | | | | |
| COMMENTS | CO.UNIT/AWH | ENTERED BY | ACCOUNT ID | ORIGINAL QUOTE | SALESPERSON | | | | |
| | 01 / DS | 9586 | H418 | QT363896 | 0001 | | | | |
| LINE | SKU | CUSTOMER SKU | DESCRIPTION | ORD QTY | SHIP QTY | BO QTY | UNIT PRICE | UM | EXTENDED AMT |
| 10 | 19255200395 | 19255200395 | RABX17FA140SF LED FLOOD | 44 | 0 | 0 | 243.00 | E | 10692.00 |
| 20 | NS8888 | 19255201514 | RAL X17XFU330SF/PCT 330W LT FX | 3 | 0 | 0 | 562.50 | E | 1687.50 |
| 30 | 07827515122 | 07827515122 | INTSK4500K SHORTING PLUG | 3 | 0 | 0 | 9.12 | E | 27.36 |
| 40 | NS8888 | 01981317848 | RAB BULL2W 2LT BULLHORN BRACKE | 2 | 0 | 0 | 181.25 | E | 362.50 |

Prices are subject to change without notice unless otherwise noted.

Due to global supply chain issues, quote and order prices may escalate in unison with any manufacturer price increases at a concurrent level. All lead times or shipping dates are fluid and subject to change according to the manufacturer's schedule. Colonial does not guarantee any lead times and shall be held harmless relative to delays impacted by supply chain or other manufacturer issues. All orders are subject to credit approval. This quotation is issued subject to Colonial's terms applicable to all quotations. These terms may be found at <http://www.coloniaelectric.com/quoteterms> or a copy may be obtained from Colonial's sales representative.

| | |
|--------------|-----------------|
| SUBTOTAL | 12769.36 |
| S&H CHGS | 0.00 |
| TOTAL | 12769.36 |

Applicable sales tax will be added at time of sale

For a Complete List of Locations
Please Visit
www.coloniaelectric.com

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

TUESDAY, SEPTEMBER 5, 2023

7:00 P.M.

ZOOM Presentation: Fire & EMS Study

Commissioner Committee Updates

Police Department – Crime Update

NEXT WEEK:

Appointment – Entry Level Police Officers (2)

Ordinance No. P10-2023

Traffic (1st Reading)

Resolution No. 2323-2023

Haverford Township Day

Resolution No. 2325-2023

ARPA Money Purchase – Basketball Courts

Annual MMO (Minimum Municipal Obligation)

Tax Settlements

Contract Awards

Darby Road Streetscape

Basketball Court Restoration – Preston Park & Grange Fields

} Parks and Recreation

Supplemental Planning Services

Proclamation – National Recovery Month

ORDINANCE NO. P10-2023

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

ESTABLISH:

In front of 1531 Dorchester Road

RESCIND:

In front of 2545 Rosemont Avenue

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 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION NO. 2323-2023

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 7, 2023.

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 11th day of September, 2023.

TOWNSHIP OF HAVERFORD

**By: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION No. 2325-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Parks Basketball Backstops

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department purchase of new playground equipment within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within two of our township parks to replace backstops at Grange and Preston basketball courts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$14,271 of the Township's American Rescue Plan Fund allocation for the purchase of backstops in Grange Park and Preston Park.

RESOLVED THIS 11th day of September, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

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 2, 2023

Ms. Aimee Cuthbertson, CPA
Director of Finance
HAVERFORD TOWNSHIP
1014 Darby Rd.
Havertown, PA 19083

RE: 2024 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 2024 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. **This annual report must be presented to the governing body on or before the last business day in September (September 29, 2023).**

The payroll amount used in your 2024 budget was computed by obtaining from you, the earnings for the active full-time members of the pension plan(s) as of June 30, 2023 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.

Line 9 of the plan(s) MMO represents the minimum obligation permitted based upon actuarial smoothing. Line 10 reflects the MMO based upon the plan(s) market value of assets. The reason we are bringing this to your attention is to make you aware of the plan(s) higher MMO requirement(s) based upon market value without the smoothing provision.

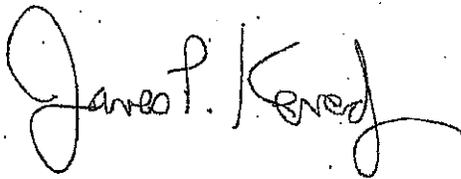
We understand the economic hardships that are facing local governments; however, from an actuarial funding standpoint we strongly recommend, if at all possible, your municipality gives consideration to providing additional funding above the minimum smoothing based MMO requirement(s).

Ms. Aimee Cuthbertson, CPA
August 2, 2023
Page two

In order to avoid any confusion, we are requesting that you identify the MMO on line 9 or 10 and the amount your municipality elects to utilize in funding the plan's 2024 MMO obligation and clearly write in your election # and the dollar amount on the 2024 MMO budget worksheet in the spaces provided above the signature line.

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 signed/dated copy of this 2024 MMO budget for our records with your election(s).

Sincerely,

A handwritten signature in cursive script that reads "James P. Kennedy". The signature is written in dark ink and is positioned above the typed name and title.

JAMES P. KENNEDY
President

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

**HAVERFORD TOWNSHIP
DELAWARE**

**POLICE
PENSION PLAN**

| | | |
|----|---|-------------|
| 1 | TOTAL ANNUAL PAYROLL Estimated Payroll | \$7,500,000 |
| 2 | NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) | 14.85% |
| | 1/1/23 | |
| 3 | TOTAL NORMAL COST (Item 1 x Item 2) | \$1,113,750 |
| 4 | AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation) | \$2,574,164 |
| 5 | TOTAL ADMINISTRATIVE EXPENSES (Based on Estimate) | \$19,518 |
| 6 | FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5) | \$3,707,432 |
| 7 | TOTAL MEMBERS CONTRIBUTIONS | \$375,000 |
| 8 | FUNDING ADJUSTMENT (Derived from latest actuarial valuation) | \$0 |
| 9 | MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8) | \$3,332,432 |
| 10 | MINIMUM MUNICIPAL OBLIGATION BASED UPON MARKET VALUE OF ASSETS | \$4,325,455 |

I elect line _____ (9 or 10) as my 2024 MMO in the amount of \$ _____

Signature of Chief Administrative Officer

Date Certified to Governing Body

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

HAVERFORD TOWNSHIP
DELAWARE

NON-UNIFORMED
PENSION PLAN

| | | |
|----|---|-------------|
| 1 | TOTAL ANNUAL PAYROLL Estimated Payroll | \$5,200,000 |
| 2 | NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) | 9.57% |
| | 1/1/23 | |
| 3 | TOTAL NORMAL COST (Item 1 x Item 2) | \$497,640 |
| 4 | AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation) | \$1,519,261 |
| 5 | TOTAL ADMINISTRATIVE EXPENSES (Based on Estimate) | \$20,818 |
| 6 | FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5) | \$2,037,719 |
| 7 | TOTAL MEMBERS CONTRIBUTIONS | \$234,000 |
| 8 | FUNDING ADJUSTMENT (Derived from latest actuarial valuation) | \$0 |
| 9 | MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8) | \$1,803,719 |
| 10 | MINIMUM MUNICIPAL OBLIGATION BASED UPON MARKET VALUE OF ASSETS | \$2,802,473 |

I elect line _____ (9 or 10) as my 2024 MMO in the amount of \$ _____

Signature of Chief Administrative Officer

Date Certified to Governing Body

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024
(FOR INTERNAL USE ONLY)

FOR
ILLUSTRATIVE
PURPOSES

NAME OF MUNICIPALITY:
COUNTY:

Haverford Township
Delaware

LIBRARY
PENSION PLAN

| | | |
|----|--|----------|
| 1 | TOTAL ANNUAL PAYROLL | |
| | Estimated Payroll | \$0 |
| 2 | NORMAL COST AS A PERCENTAGE OF PAYROLL | |
| | (Derived from latest actuarial valuation) | 0.00% |
| | 1/1/23 | |
| 3 | TOTAL NORMAL COST | |
| | (Item 1 x Item 2) | \$0 |
| 4 | AMORTIZATION REQUIREMENT | |
| | (Derived from latest actuarial valuation) | \$40,108 |
| 5 | TOTAL ADMINISTRATIVE EXPENSES | |
| | (Based on Estimate) | \$550 |
| 6 | FINANCIAL REQUIREMENT | |
| | (+ Item 3 + Item 4 + Item 5) | \$40,658 |
| 7 | TOTAL MEMBERS CONTRIBUTIONS | |
| | | \$0 |
| 8 | FUNDING ADJUSTMENT | |
| | (Derived from latest actuarial valuation) | \$0 |
| 9 | MINIMUM MUNICIPAL OBLIGATION | |
| | (+ Item 6 - Item 7 - Item 8) | \$40,658 |
| 10 | MINIMUM MUNICIPAL OBLIGATION BASED UPON MARKET VALUE OF ASSETS | |
| | | \$67,026 |

I elect line _____ (9 or 10) as my 2024 MMO in the amount of \$ _____

Signature of Chief Administrative Officer

Date Certified to Governing Body

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 2, 2023

Ms. Aimee Cuthbertson, CPA
Director of Finance
HAVERFORD TOWNSHIP
1014 Darby Rd.
Havertown, PA 19083

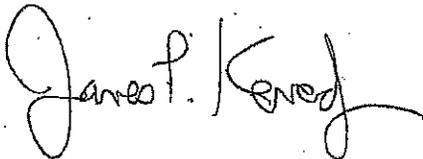
RE: 2024 Financial Requirement and Minimum Municipal Obligation

Dear Aimee:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2024 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 (2024). This annual report must be presented to the governing body on or before the last business day in September (September 29, 2023).

If you should have any questions concerning any of the above, please do not hesitate to contact me. Upon approval, please forward a signed/dated copy of this 2024 MMO budget for our records.

Sincerely,



JAMES P. KENNEDY
President

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

HAVERFORD TOWNSHIP
DELAWARE

| | NON-UNIFORMED DEF. CONT. |
|---|-----------------------------|
| 1. TOTAL ANNUAL PAYROLL (Estimated payroll) | 3,500,000 |
| 2. RATE OF CONTRIBUTION AS A % OF PAYROLL (Derived from latest actuarial valuation) 1/1/23 | 4.50% |
| 3. TOTAL CONTRIBUTION COST (Item 1 times Item 2) | 157,500 |
| 4. TOTAL ADMINISTRATIVE EXPENSES | 4,150 |
| 5. TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4) | 161,650 |
| 6. MINIMUM MUNICIPAL OBLIGATION | 161,650 |

Signature of Chief Administrative Officer

Date Certified to Governing Body

FOR
ILLUSTRATIVE
PURPOSES

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

HAVERFORD TOWNSHIP
DELAWARE

| | LIBRARY DEF. CONT. |
|---|-----------------------|
| 1. TOTAL ANNUAL PAYROLL (Estimated payroll) | 600,000 |
| 2. RATE OF CONTRIBUTION AS A % OF PAYROLL (Derived from latest actuarial valuation) 1/1/23 | 4.50% |
| 3. TOTAL CONTRIBUTION COST (Item 1 times Item 2) | 27,000 |
| 4. TOTAL ADMINISTRATIVE EXPENSES | 650 |
| 5. TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4) | 27,650 |
| 6. MINIMUM MUNICIPAL OBLIGATION | 27,650 |

Signature of Chief Administrative Officer

Date Certified to Governing Body

HAVERFORD TOWNSHIP MEMORANDUM

DATE: August 21, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Basketball Backstops

Attached is the quote for 4 Jayprop Basketball Backstops to replace the backstops at Grange and Preston Parks.

The total is \$14,271 which includes \$1615 shipping costs from General Recreation, Inc. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # 122659

If there are any questions, I will be on hand for the Board of Commissioner work session September 5, 2023.

PRICE QUOTE
 DATE: 8/16/2023
 QUOTE # jaypro
 BY Larry McCullough
 CELL 610-331-6554
 PH 800-726-4793
 FX: 610-353-5161

GENERAL RECREATION, INC.
 PO BOX 440
 NEWTOWN SQUARE, PA 19073
larry@gen-rec.com



GENERAL RECREATION, INC.

CUST: HAVERFORD TOWNSHIP
 ATTN: Brian Barrett

TERMS:
 SHIPPED BY: CC
 F. O. B.: DEL
 SHIP DATE:
 PHONE: 610-446-9397
 EMAIL:

bbarrett@havtwp.org

| Quantity | Model # | DESCRIPTION | Each | Total |
|---|---------|--|------------|-------------|
| BASKETBALL BACKSTOPS | | | | |
| 4 | | Jaypro Basketball Backstops SPA6-ALP-SG 5-9/16" dia straight post with 6" offset rectangular perforated aluminum backboard super goal and net | \$3,330.00 | \$13,320.00 |
| 4 | | DISCOUNT | -\$166.00 | -\$664.00 |
| 1 | | shipping | \$1,615.00 | \$1,615.00 |
| COSTAR-14 PA STATE CONTRACT | | | | |
| ANY UNFORESEEN UNDERGROUND IMMOVABLE OBJECTS MAY REQUIRE AN ADDITIONAL FEE TO REMOVE | | | | |
| THE PRICE INCLUDES SHIPPING COST | | | SUB: | \$14,271.00 |
| NOT INCLUDE ARE UNLOADING , STORAGE AND INSTALLATION | | | | |
| THE ABOVE EQUIPMENT CAN BE PURCHASED PA STATE CONTRACT & COSTARS -14 COSTARS VENDOR NUMBER 122659 | | | Freight: | |
| Quote valid for 30 days | | | SUB: | \$14,271.00 |
| To confirm order please sign below and fax to 610-353-5161 | | | Sales Tax: | |
| Signature _____ | | | Total: | \$14,271.00 |
| GENERAL RECREATION, INC. | | | | |

HAVERFORD TOWNSHIP MEMORANDUM

DATE: August 30, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Supplemental planning services for PROS plan from HRG

Attached is a quote for supplemental planning services to our Park, Recreation, and Open Space Plan (PROS) from Herbert, Rowland & Grubic, Inc. (HRG). After reviewing HRG's draft PROS plan we decided we needed a more comprehensive asset inventory and a more implementable plan on how to improve our maintenance of our parks and playgrounds. The additional fee is \$25,048.15 and will be covered in total by the Delco Greenway Planning grant awarded to Haverford Township in September 2023.

If there are any questions, I will be on hand for the Board of Commissioner work session on September 5, 2023.



Herbert, Rowland & Grubic, Inc.
501 Allendale Road, Suite 203
King of Prussia, PA 19406
484.460.7050
www.hrg-inc.com

August 24, 2023

Haverford Township
1014 Darby Road
Haverford, PA 19083
Attn: Brian Barrett, Director of Parks and Recreation

Re: Parks, Recreation and Open Space Plan
Supplement #1

Dear Brian:

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following SUPPLEMENT to the referenced AGREEMENT, executed on July 21, 2022, to provide supplemental planning services in response to Haverford Township (CLIENT) request dated July 31, 2023.

GENERAL PROJECT DESCRIPTION

1. Prepare and Facilitate an additional public meeting to affirm draft goals and objectives and potential connections. Summarize the findings and recommendations from the meeting.
2. Conduct two additional steering committee meetings to aid in plan preparation.
3. Conduct a comparison of maintenance staffing levels with municipalities of similar size to better understand current staffing structure and project future staffing needs.
4. Analyze other maintenance plans prepared by other communities to determine plan content for a proposed maintenance plan.
5. Analyze other tree preservation plans prepared by other communities to determine plan content for a proposed tree preservation plan.
6. Analyze other community park and open space sign regulations and compare them to Haverford's regulations and make recommendations for future implementation.
7. Utilizing Haverford Township's existing asset databased perform a replacement cost analysis and suggest timing for asset replacements based on remaining life expectancy.

SCOPE OF SUPPLEMENTAL SERVICES – REFER TO EXHIBIT 1

COMPENSATION

LUMP SUM

We propose to complete this supplemental work, identified in Exhibit 1, for a supplemental Lump Sum of:

Original Contract **\$74,951.85**

Supplement 1 Cost Breakdown

| | |
|--------------------------------------|------------|
| 1. Additional Public Meeting | \$4,025.15 |
| 2. Two additional committee meetings | \$3,000.00 |
| 3. Staffing maintenance comparison | \$1,823.00 |
| 4. Maintenance Plan Structure | \$2,225.00 |
| 5. Tree Preservation Plan | \$3,200.00 |
| 6. Sign Regulations Analysis | \$4,325.00 |
| 7. Amenity Replacement Cost Analysis | \$6,450.00 |

Supplement # 1 Contract Total **\$ 25,048.15**

Revised Contract Value **\$100,000.00**

All Inclusive (Includes Labor, Expense, Sub Consultant Fees)

The work will be subject to the General Conditions of the original AGREEMENT. Our policy is to render invoices monthly based on the percentage of completion.

COMPLETION

CLIENT and HRG agree that the supplemental services will modify the time of completion upon receipt of your execution of this SUPPLEMENT as follows:

| | |
|-------------------|------------|
| Original Contract | 12 months* |
| Supplement # | 2 months* |
| Revised Contract | 14 months* |

AUTHORIZATION

We have developed this SUPPLEMENT specifically with your project needs in mind. To execute this SUPPLEMENT and indicate your acceptance of these terms, and authorize the work to begin, please sign the CLIENT acceptance below and return a copy to our office.

This SUPPLEMENT and all attachments constitute an offer to amend the current contract with you. By having an authorized individual execute this SUPPLEMENT, you agree that you have read and understand this proposed SUPPLEMENT and all of its attached Exhibits and that you agree to all of the terms.

This SUPPLEMENT shall remain open and may be accepted by the CLIENT for thirty (30) days from the above date. Acceptance of the SUPPLEMENT after the end of the 30-day period shall be valid only if HRG

Haverford Township
Parks, Recreation and Open Space Plan - Supplement #1]
August 24, 2023

elects, in writing, to reaffirm the SUPPLEMENT and waive its right to reevaluate and resubmit the SUPPLEMENT.

If you have any questions concerning our SUPPLEMENT, including the attached Exhibits, please feel free to contact me to discuss them in greater detail. We appreciate the opportunity to provide you with professional services in this capacity and look forward to continuing to work with you on this project.

Sincerely,

Approved by:

Herbert, Rowland & Grubic, Inc.



Timothy J. Staub, AICP
Assistant Vice President

TJS
009472.0427

Accepted by:

| | | |
|--------|-------|------|
| CLIENT | TITLE | DATE |
|--------|-------|------|

Proprietary Notice

This SUPPLEMENT contains proprietary information regarding Herbert, Rowland & Grubic, Inc. and is a work product containing business sensitive materials. This SUPPLEMENT was prepared in response to your request for your specific project and no portion of this SUPPLEMENT may be shared with any other party.

**Haverford Township Board of Commissioners
Regular Meeting
Monday, September 11, 2023 at 7:00 PM**

1. Opening of Meeting

- a. Roll Call
- b. Pledge of Allegiance

2. Police Department – Appointment Entry Level Police Officers

Motion: to appoint _____ as a Haverford Township Police Officer.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to appoint _____ as a Haverford Township Police Officer.

Voting order 1 2 3 5 7 8 9 4 6

3. Proclamation – Recovery Month

Speaker: Peggy Muir – Havertown Alliance for Drug Awareness

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

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 August 14, 2023

Motion: to approve the Regular Meeting Minutes of August 14, 2023

Voting order 1 2 3 5 7 8 9 4 6

9. Approval of Warrants

Motion: to approve the following warrant #9-2023 totaling \$3,552,798.50

General & Sewer fund Payroll for August 17, 2023 in the amount of \$806,345.03

General fund Payroll for August 31, 2023 in the amount of \$736,464.50

General Fund disbursements #9-2023 in the amount of \$1,149,829.95

Sewer Fund disbursements #9-2023 in the amount of \$577,983.01

**Community Development Block Grant Fund disbursement #9-2023
in the amount of \$47,172.50**

Capital Projects Fund disbursement #9-2023 in the amount of \$103,095.29

American Rescue Plan Fund disbursement #9, 2023 in the amount of \$114,619.35

Credit Card Statement ending August 27, 2023 in the amount of \$17,288.87

Voting order 1 2 3 5 7 8 9 4 6

10. Annual MMO (Minimum Municipal Obligation)

Motion: to approve the Annual Certification of Minimum Municipal Obligation as prepared by Thomas J. Anderson & Associates.

Voting order 1 2 3 5 7 8 9 4 6

11. Tax Settlements (3)

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 250 West Chester Pike (D.C. Folio #22-02-01280-00) pending in the Court of Common Pleas of Delaware County, No. CV-2022-009498 and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 0 South Eagle Road (D.C. Folio #22-09-10657-00) pending in the Court of Common Pleas of Delaware County, NO. CV-2020-008492 and authorize Counsel and proper officers of the Board to execute necessary documents.

Voting order 1 2 3 5 7 8 9 4 6

follows: \$425,000 FOR THE DARBY ROAD STREETScape PHASE 3 PROJECT (INCLUDING ENGINEERING AND CONSTRUCTION MANAGEMENT)

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2327-2023

ARPA Money Purchase – Basketball Resurfacing & Installation of Backstops

Motion: to adopt Resolution No. 2327-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$101,600. of the Township’s American Rescue Plan Fund allocation for the paving of the courts and installing new backboards in Grange Park and Preston Park.

Voting order 1 2 3 5 7 8 9 4 6

17. Contract Awards

Darby Road Streetscape #3

Motion: to award the Darby Road Streetscape contract to MOR Construction Services, Inc., Glen Mills, in the amount of \$221,050.00; submitting the lowest responsible bid.

Voting order 1 2 3 5 7 8 9 4 6

Parks and Recreation

Preston Park and Grange Field – Basketball Court Backstops

Motion: to award the Basketball Court Restoration Contract to General Recreation, Newtown Square, PA, under CoStars Contract #14, in the amount of \$14,271.00; submitting the lowest responsible bid. To be purchased with ARPA Money.

Voting order 1 2 3 5 7 8 9 4 6

Preston Park and Grange Field – Basketball Court Resurfacing and Installation

Motion: to award the Preston Park and Grange Field Basketball Court Resurfacing and Installation of Backstops to SB Conrad, Inc., Chester Heights, PA, in the amount of \$101,600.00; submitting the lowest responsible bid. To be purchased with ARPA Money.

Voting order 1 2 3 5 7 8 9 4 6

Supplemental Planning Services for PROS (Parks and Recreation and Open Space Plan)

Motion: to award a Supplemental Planning Services Contract to Herbert, Rowland & Grubic, Inc., King of Prussia, PA, in the amount of \$25,048.15. This amount will be covered by the Delco Greenway Planning Grant Award.

Voting order 1 2 3 5 7 8 9 4 6

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

19. New business

20. Other business

21. Adjourn

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, SEPTEMBER 11, 2023 AT 7:00 PM**

1. **Opening of Meeting** – Commissioner Holmes, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss Personnel, Litigation and a Real Estate Matter.

a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Kailie Melchior, Esq., Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Pennoni Engineers.

b. **Pledge of Allegiance**

2. **Police Department** – Appointment Entry Level Police Officers

Motion was made by Commissioner Hart and seconded by Commissioner Quinn to accept the Entry Level Police Officers list.

All 9 Commissioners voted Yes together: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to appoint Mason Etier as a Haverford Township Police Officer.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to appoint as a Haverford Township Police Officer.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

3. **Proclamation** – Recovery Month

Speaker: Peggy Murr – Havertown Alliance for Drug Awareness

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

The following 3 individuals all spoke on Recovery Month and two shared their family story of loss:

Jon Orens, Pastor Johansen and Sharon White

Brian McKinney – 703 Polo Circle – Mr. McKinney spoke on the proposed Lower Merion options being considered for use at the Polo Field – Congestion, to and from drop offs, cutting of trees and emergency vehicles use on Railroad Avenue.

Joseph Dunlap – 760 Buck Lane and Doreen Saar – 748 Rugby Road – both individuals raised their serious concerns on the Zoning Hearing Board’s favorable decision in favor of the owners of the gas station at 700 W. Haverford Road to open a Convenience Store on the property.

END OF REGISTERED SPEAKERS

Open Forum

Peggy Murr – HADA – spoke on the use of Narcan. Haverford Police was the first department to use Narcan.

Peter Madden – 703 Grove Place – Basketball Courts and Back Stops at Grange and Preston Park

Mr. Madden would like these items to be postponed until the neighbors are fully aware of the change. When is this going to be done, who is doing the work and the gravel that may impact the Pickle Ball Court. Who is going to remediate the park after repairs?

5. Bureau of Fire Update – Commissioner Wechsler asked that condolences be offered to the Bon Air Fire Company upon the recent, sudden loss of a young member. He then presented the Fire Report for the month of August.

6. Township Auditor Update

Mr. Anderson reviewed the warrants and found no irregularities.

7. David R. Burman – Township Manager’s Update

In his update, Township Manager David Burman reported that the Pennsy Trail project is underway. Most of the work right now involves the clearing of brush and trees. A meeting with neighbors will be held soon to discuss next steps for the project. Mr. Burman also shared that the design for the expansion and renovation of the library is almost complete. The Township expects bid documents within the next several days and will open bids in October. If everything goes as planned, the Board of Commissioners will be awarding a contract at a special meeting at the end of October. More details to come soon!

8. Approval of Minutes Regular Meeting Minutes of August 14, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to approve the Regular Meeting Minutes of August 14, 2023

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Commissioner Cavender abstained.

9. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #9-2023 totaling \$3,552,798.50

General & Sewer fund Payroll for August 17, 2023 in the amount of \$806,345.03

General fund Payroll for August 31, 2023 in the amount of \$736,464.50

General Fund disbursements #9-2023 in the amount of \$1,149,829.95

Sewer Fund disbursements #9-2023 in the amount of \$577,983.01

**Community Development Block Grant Fund disbursement #9-2023
in the amount of \$47,172.50**

Capital Projects Fund disbursement #9-2023 in the amount of \$103,095.29

American Rescue Plan Fund disbursement #9, 2023 in the amount of \$114,619.35

Credit Card Statement ending August 27, 2023 in the amount of \$17,288.87

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Trombetta and Holmes.

Commissioner Wechsler was not present for vote.

10. Annual MMO (Minimum Municipal Obligation)

Motion made by Commissioner McCloskey and seconded by Commissioner Gondek to approve the Annual Certification of Minimum Municipal Obligation as prepared by Thomas J. Anderson & Associates.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Tax Settlements (3)

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 250 West Chester Pike (D.C. Folio #22-02-01280-00) pending in the Court of Common Pleas of Delaware County, No. CV-2022-009498 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 0 South Eagle Road (D.C. Folio #22-09-10657-00) pending in the Court of Common Pleas of Delaware County, NO. CV-2020-008492 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 5 Llandillo Road (D.C. Folio No. 22-02-00650-00) pending in the Court of Common Pleas of Delaware County No. CV-2020-009223 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Ordinance No. P10-2023

Traffic (1st Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to adopt the first reading of Ordinance No. P10-2023 establishing and rescinding traffic restrictions on the following highways:

Special Purpose Parking Zones

ESTABLISH:

In front of 1531 Dorchester Road

RESCIND:

In front of 2545 Rosemont Avenue

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Resolution No. 2323-2023

Haverford Township Day

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt Resolution No. 2323-2023 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 7, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2325-2023

ARPA Money Purchase – Basketball Backstops

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2325-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$14,271.00 of the Township's American Rescue Plan Fund allocation for the purchase of backstops in Grange Park and Preston Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. Resolution No. 2326-2023

ARPA Money – Darby Road Streetscape Project

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to adopt Resolution No. 2326-2023 the Board of Commissioners desires to make improvements and financial investments in Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows: \$425,000 FOR THE DARBY ROAD STREETScape PHASE 3 PROJECT (INCLUDING ENGINEERING AND CONSTRUCTION MANAGEMENT)

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2327-2023

ARPA Money Purchase – Basketball Resurfacing & Installation of Backstops

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt Resolution No. 2327-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$101,600. of the Township’s American Rescue Plan Fund allocation for the paving of the courts and installing new backboards in Grange Park and Preston Park.

Roll Called.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Wechsler and Trombetta.

Commissioner Wechsler voted No. Commissioner Hart was not present for the vote.

17. Contract Awards

Darby Road Streetscape #3

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to award the Darby Road Streetscape contract to MOR Construction Services, Inc., Glen Mills, in the amount of \$221,050.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation

Preston Park and Grange Field – Basketball Court Backstops

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to award the Basketball Court Restoration Contract to General Recreation, Newtown Square, PA, under CoStars Contract #14, in the amount of \$14,271.00; submitting the lowest responsible bid. To be purchased with ARPA Money.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Preston Park and Grange Field – Basketball Court Resurfacing and Installation

Motion made by Commissioner Hart and seconded by Commissioner Quinn to award the Preston Park and Grange Field Basketball Court Resurfacing and Installation of Backstops to SB Conrad, Inc., Chester Heights, PA, in the amount of \$101,600.00; submitting the lowest responsible bid. To be purchased with ARPA Money.

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

Commissioners Holmes voted No.

Supplemental Planning Services for PROS (Parks and Recreation and Open Space Plan)

Motion made by Commissioner Hart and seconded by Commissioner Quinn to award a Supplemental Planning Services Contract to Herbert, Rowland & Grubic, Inc., King of Prussia, PA, in the amount of \$25,048.15. This amount will be covered by the Delco Greenway Planning Grant Award.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

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

Mia Brower – 123 County Line Road – Polo Field

Ms. Brower stated that many Lower Merion students do not want to use the Polo Field but their own fields. Lower Merion needs to upgrade their parks and fields and spend money.

Michelle Alvare – 134 Hastings Avenue – Basketball Courts

Ms. Alvare thanked the board for approving the Basketball Courts contract award and using ARPA money. The Parks and Rec Board is looking forward to going forward with the approval of the PROS Plan. She also highlighted that the township does own the Polo Field and that the field has always been shared. They do have the right to play there.

Eric Hartman – 615 Railroad Avenue – the gas station at 700 Haverford Road

Haverford Road is a nasty intersection. The Zoning Hearing Board approved their variance with no conditions. This needs to be looked into.

Josh Dupuis – 762 Buck Lane – the gas station

The Board needs to appeal the Zoning Hearing Boards decision and ban Games of Skill. There are young children that live in the immediate area. Is this convenience store going to be a mini-mart or a mini casino?

David Chanin – 748 Rugby Road – the gas station

Mr. Chanin seconded Mr. Dupuis' comments and also questioned the Rule of Law in the township. There are serious accidents there. He asked that the board review the decision and appeal.

Liz (Last name not clear) questioned Commissioners Holmes as to why he voted No on the basketball backstops and installation?

Ms. Wagner – Rosewood Drive – asked about the status of the Comprehensive Plan.

Bryan Ramona – Belfield Drive – Vehicular Accidents

Residents need to contact their legislatures to please ask for more tools for our Police Departments; especially Radar Guns.

He also mentioned that the Historical Commission have made plaques which will be placed on township historical structures in the township.

He asked for clarification of Item #11 – Tax Settlement for property located at 250 West Chester Pike.

Maj. Peterson, Retired, US Army – Derwood Drive – He stated his opinions on progressive Democrats and the escaped convict.

END OF CONTINUATION OF CITIZENS FORUM

Commissioner Holmes stated that the Township wants to take ownership of the Polo Field.

Commissioner Holmes indicated that the Board will review the ZHB's decision on approving the gas stations variance.

Regarding the Comprehensive Plan – the plan is being reviewed and there will be updates presented.

In response to Mr. Ramona – a Tax Appeal is made to lower the assessment of the property; therefore, would lower their tax bills.

He did state that he did take into consideration previous speaker's concerns regarding the basketball backstops; that is why he voted No.

19. New business

Commissioner Quinn would like a review of the Code for Smoke Shops in the Township. The application came in as a convenience store. There is a new one on Darby Road. Kids walk by the store every day.

Commissioner Holmes would like the Ordinance Committee to review this situation and also Zoning and Planning.

1st Ward Commissioner Brian Gondek, Esq.

Commissioner Gondek offered congratulations to the two new police officers. He thanked all first responders that were present on 9/11. School are back in session, please be careful.

Westgate Hills Civic Association will be hosting Halloween Night on October 15th.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D

Commissioner Forste-Grupp thanked the Historical Commission for designing a plaque to be placed on historical structures.

She also thanked all the 1st responders.

September is Library Card Sign up month.

3rd Ward Commissioner Kevin McCloskey, Esq.

Kelly Music Festival Haverford First Fest Saturday, October 14, 2023.

Commissioner McCloskey stated that on 9/11, the world changed that day.

Commissioner McCloskey thanked HADA for the discussion and indicated that there is HOPE FOR FAMILIES.

5th Ward Commissioner Laura Cavender

Commissioner Cavender also reflected on 9/11. She also stated that there is HOPE in recovery.

She thanked the 5th Ward residents for their concerns and interest in the Polo Field. A lot has happened. She also has concerns regarding the drop offs and cutting of trees.

She, also, was involved in a car accident at 700 Haverford Road. That area is very dangerous.

There are still two traffic studies on going and we do not yet know the conclusion.

Commissioner Cavender also has questions on the Zoning Hearing Board's decision.

7th Ward Commissioner Conor Quinn

Commissioner Quinn also thanked HADA. He congratulated the two new officers that were appointed.

8th Ward Commissioner Gerry Hart, M.D.

Commissioner Hart was happy to announce that Narcan is now available OTC.

Commissioner Hart thanked all the volunteers that helped remove invasive plants along Karakung Drive on Sunday. New plantings will be planted in October and November.

He is looking forward to the new basketball backstops at the Grange.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler also thanked the Police Department and congratulated the two new officers. He also thanked the Public Works Department.... they are unsung heroes.

HADA is a great aid to everyone.

In remembering 9/11, Commissioner Wechsler indicated that 343 firefighters lost their lives and to date, 341 have died.

4th Ward Commissioner Judy Trombetta

Commissioner Trombetta announced that the last day for Women and Minorities Business Enterprises to file for a \$10,000 grant is September 15th at 4 p.m. There will be 10 awards.

6th Ward Commissioner Larry Holmes, Esq.

Commissioner Holmes recited a quote former President Obama after 9/11 regarding small acts of kindness.

20. Other business – none.

21. All Commissioners agreed to adjourn.

Proclamation Recognizing September as Recovery Month

WHEREAS, substance use disorders affect individuals, families, and communities across our nation; and

WHEREAS, the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration reported that 46.3 million people aged 12 or older (or about 16.5% of the population) met the applicable criteria for having a substance use disorder in the year 2020; and

WHEREAS, federal data shows the number of drug overdose deaths continues to rise, with nearly 110,000 deaths resulting from drug overdose in 2022; and

WHEREAS, a recent KFF poll found that nearly 1 in 10 adults in the United States have lost a family member to drug overdose and two-thirds of adults reported having a family member who has been addicted to alcohol or drugs; and

WHEREAS, the Haverford Township Police Department reports indicate that there have been 50 medical emergencies that were listed as opiate overdoses since 2021 and more than half of those incidents required the use of Narcan; and

WHEREAS, recovery from substance use disorders is not only possible but also an essential aspect of rebuilding lives, restoring families, and revitalizing communities; and

WHEREAS, the journey of recovery is one that requires strength, courage, and resilience, as individuals work to overcome obstacles; and

WHEREAS, the collective efforts of healthcare professionals, advocates, support networks, and community organizations play a crucial role in offering guidance, resources, and opportunities for those in need of recovery; and

WHEREAS, first recognized in 1989, Recovery Month is a national observance led by the Substance Abuse and Mental Health Services Administration every September to raise awareness about the importance of prevention, treatment, and recovery services, and to celebrate the successes of those who have embarked on the path of recovery; and

WHEREAS, during this month, we celebrate individuals living lives in recovery, honor the dedication of individuals in recovery, and acknowledge the role of families in supporting their loved ones; and

WHEREAS, in the month of September, we recognize the dedicated workers who provide essential prevention, treatment, and recovery support services that help to make recovery possible; and

WHEREAS, by coming together as a community to support recovery, we demonstrate our commitment to creating a society that promotes compassion, understanding, and a sense of belonging for all its members.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners in the Township of Haverford in Delaware County, Pennsylvania do hereby proclaim September as Recovery Month; and

BE IT FURTHER RESOLVED, that we call upon our governmental entities, community organizations, healthcare providers, and citizens to join in the national effort to raise awareness, provide resources, and foster an environment of acceptance and support for individuals and families on the path to and in recovery.

PROCLAIMED THIS 11TH DAY OF SEPTEMBER, 2023.

Township of Haverford

By: *C. Lawrence Holmes, Esq.*
President

Attest: David R. Burman
Township Manager

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, AUGUST 14, 2023 AT 7:00 PM**

1. **Opening of Meeting** – President of the Board, Commissioner Holmes opened the meeting and indicated that the Board met in Executive Session prior to the meeting and two other times regarding real estate matters.

a. Roll Call – 8 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Commissioner Cavender was absent.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Chief John Viola, Paramedic Chief Jim McCans, Brian Barrett, Parks & Recreation Director, Eileen Mottola, Assistant Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officers and Chuck Faulkner, Pennoni Associates.

b. Pledge of Allegiance

2. **Presentation:** Brookline Park Master Plan Update presented by Simone Collins. Discussion began.

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

Mike Brenner – 18 Patton Drive – Mr. Brenner presented to the Board his idea for an accessible, inclusive sport facility in the Township – known as Bankshot Basketball.

Robert Flannigan – Brookline Boulevard resident – spoke on the recent suicides in the township and how it has directly touched his family. This is a prevalent problem; especially the high rate of military. He also spoke on crime in the township.

Lynn Elliott – Polo Road resident – the township needs to press the pause button on this project with Lower Merion Township. Trees will be cut down to make way for buses.

Donna Rabena – Havertown resident – spoke on her idea of accelerating restoration of HT streets.

Alan Polsky – Kenmore Road resident – Mr. Polsky is in favor of the Brookline Park. However, he did have parking, maintenance and bathroom concerns.

END OF REGISTERED SPEAKERS

Open Forum

Michele Alvare – Hastings Avenue – Chair of Parks and Recreation Board – She asked that the Board approve the plan. There was a great deal of public input.

Jaime Jilozian – 203 Landover Road – She thanked the board for taking on a Master Plan for the Brookline Park. This is fabulous.

Monet Reilly – 400 Glendale Road and 9th Ward Commissioner Candidate.

Ms. Reilly met with residents in the Pilgrim Garden section. They had concerns about Warrior Road. She is excited about the Brookline Park and the possibility of Bankshot Basketball.

Rev. Tim Johansen – Pastor, Temple Lutheran Church and resident – A new park is a very exciting prospect. He asked Brian Barrett if bathrooms would be a problem? Brian said no.

Melissa Raffle - 245 Kenmore Road – Ms. Raffle is a part of the Steering Committee. This park is going to be beautiful.

END OF CITIZENS FORUM

Commissioner Holmes did offer Mr. Flannigan his condolences on his family losses. If anyone is in crisis, the Suicide Hotline number is 988.

4. Bureau of Fire Update – presented by Commissioner Wechsler. Commissioner Wechsler thanked the Manoa Fire Company, Marine Unit 56, Search and Rescue for responding to Upper Makefield, Bucks County, on July 15th.

5. Township Auditor Update – Mr. Anderson reviewed the warrants and found no discrepancies.

6. David R. Burman – Township Manager’s Update

Thanks for public works and first responder efforts during and after storms from last Monday.

8/26/2023 – Shredding Event

9/9/2023 – Music Festival

10/7/2023 – Haverford Township Day

10/14/2023 – Music Festival

11/25/2023 – E-Waste Event

7. Approval of Minutes Regular Meeting Minutes of July 10, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Gondek to approve the Regular Meeting Minutes of July 10, 2023.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to approve the following warrant #8-2023 totaling \$4,340,904.29

**General & Sewer fund Payroll for July 20, 2023 in the amount of \$823,013.59
General & Sewer fund Payroll for August 3, 2023 in the amount of \$856,386.27
General Fund disbursements #8-2023 in the amount of \$1,715,397.31
Sewer Fund disbursements #8-2023 in the amount of \$411,932.86
Community Development Block Grant Fund disbursement #8-2023
in the amount of \$46,602.00
Capital Projects Fund disbursement #8-2023 in the amount of \$328,438.50
American Rescue Plan Fund disbursement #8-2023 in the amount of \$132,606.12
Credit Card Statement ending July 27, 2023 in the amount of \$27,527.64**

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Two Assessment Appeals

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the settlement and stipulation of Counsel in matter of an owner initiated property tax assessment appeal for property located at 731 Ashurst Road (D.C. Folio #22-08-00045-00) pending in the Court of Common Pleas of Delaware County No. 2021-009930 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the settlement and stipulation of Counsel in matter of an owner initiated property tax assessment appeal for property located at 773 Haverford Road (Bryn Mawr Village) (D.C. Folio #22-05-00360-01) pending in the Court of Common Pleas of Delaware County No. 2022-009291 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. 2024 Budget Adoption Schedule

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to adopt the 2024 Budget Adoption Schedule.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Parks and Recreation – Brookline Park Master Plan

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt the Brookline Park Master Plan as a guide for the future development and renovation of Brookline Park.

Roll Called.

6 Commissioners voted Yes: Commissioners Gondek, McCloskey, Quinn, Hart, Wechsler and Trombetta.

2 Commissioners voted No: Commissioners Forste-Grupp and Holmes.

12. Resolution No. 2322-2023

Preliminary/Final Plan of Subdivision - Lawson Avenue

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt Resolution No. 2322-2023 approving the Preliminary/Final Plan of Subdivision for Sleepy Valley Holdings, LLC, 774 Lawson Avenue, Havertown, Haverford Township, Delaware County, known as D.C. Folio No. 22-08-00649-00 has been submitted to subdivide a 15,228 square foot lot into two parcels, with Lot “1” to contain 7,233 square feet, and Lot “2” to contain 7,995 square feet. An existing single family home is to be demolished, and two new single family dwellings will be constructed with associated improvements. The existing lot contains three nonconforming parcels, shown on the plan as Parcels “A”, “B”, & “C”. The subject property is within the R-4 Zoning District, and is located in the 8th Ward. The aforesaid plans were prepared by Yohn Engineering, LLC, Collegeville, PA 19426, dated December 20, 2022, and last revised on May 17, 2023; subject to following conditions:

1. The applicant will comply with the items of the Township Engineer’s review letter dated June 6, 2023 to the satisfaction of the Township.

2. Prior to recording the by-right subdivision plan dated December 20, 2023, and last revised on May 17, 2023 as a final plan, the applicant shall pursue the variances needed to implement the “alternative” plan to retain the existing house on Lot 1 by applying to the Haverford Township Zoning Hearing Board.

3. In the event that the Zoning Hearing Board grants the necessary relief to implement the “alternate” plan as the final plan, and if no appeal is taken from such approval, the applicant shall record and develop the properties in accordance with the “alternate” plan.

Roll Called.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler and Trombetta

1 Commissioner voted No: Commissioner Holmes

13. Resolution No. 2324-2023

ARPA - Parks and Recreation - LED Lights

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to adopt Resolution No. 2324-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$12,769.36 of the Township’s American Rescue Plan Fund allocation for the purchase of LED replacement lights in Bailey Park, Highland Farms Park, Elwell Field, Preston, Westgate Park and Merry Place

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Contract Awards

Public Works

2023 – 2024 Salt Contract

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to award the 2023-2024 Salt Contract to Eastern Salt Company, Inc, in the amount of \$73.73 /ton; submitting the lowest responsible bid.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Purchases

Police Department - 4 Traffic Speed Signs with Software and Hardware

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to authorize the purchase of 4 Traffic Speed Signs with Software and Hardware from All Traffic Solutions, 3100 Research Drive, State College, PA, under CoStars Contract 012-E22-305, in the amount of \$21,231.19.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation – LED Lights

Motion made by Commissioner Hart and seconded by Commissioner Quinn to authorize the purchase of LED lights for Basketball courts in Bailey Park, Highland Farms Park, Elwell Field, Preston, Westgate Park and Merry Place from Colonial Electric Supply Company, Inc., King of Prussia, PA, under CoStars Contract #008-E22-779, in the amount of \$12,769.36; to be paid from the Township's American Rescue Plan Fund.

Roll Called.

All Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

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

Todd Hall – Country Club Lane resident – Mr. Hall thanked the Parks and Recreation Department for another great summer camp program.

Michelle Alvare thanked the Board for approving the Brookline Park plan.

Monet Reilly – Ms. Reilley indicated that Walk-ability to Merry Plan is terrible. She asked when AQUA is going to repave Glendale Road. She thanked the Board for approving the purchase of the two new evacuation chairs.

16. New business – none to report.

17. Other business

1st Ward Commissioner Brian Gondek, Esq.

Summer is winding down. He announced that his eldest daughter will begin college.

He reminded everyone to stay safe.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D.

Commissioner Forste-Grupp announced that the library is ending their Summer Reading Program. She highlighted the amount of minutes of reading time throughout the summer.

3rd Ward Commissioner Kevin McCloskey, Esq.

Commissioner McCloskey announced the two upcoming music festivals: September 9th and October 14th.

7th Ward Commissioner Conor Quinn

Commissioner Quinn stated that the township did not cut the trees on Brookline Boulevard; PaDot did.

8th Ward Commissioner Gerry Hart, M.D.

Commissioner Hart thanked the Board for approving the Brookline Park plan and for the Steering Committee's work.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler reminded everyone that football and soccer practices have begun and normally finish around 8:30 – 9 p.m. Please be careful driving.

4th Ward Commissioner Judy Trombetta

Commissioner Trombetta announced three township programs: Senior/Widowed/Disabled Residents Economic Recovery Payment Program which will end December 15, 2023. For those that are interested in composting, the first 600 households can try it out free for two months and Women and Minority business owners may apply for a grant up to \$10,000.00.

She thanked the IT Department and Christina Mann for the new website look!

Commissioner Trombetta thanked the Parks and Recreation Department for another wonderful summer camp year. Her son was a participant.

6th Ward Commissioner Larry Holmes, Esq.

Commissioner Holmes thanked all the Citizen Forum participants.

The Board has acted on the Brookline Park. He did thank all those that selflessly worked on the project.

He, too, announced that his son is going off to college.

18. 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 2, 2023

Ms. Aimee Cuthbertson, CPA
Director of Finance
HAVERFORD TOWNSHIP
1014 Darby Rd.
Havertown, PA 19083

RE: 2024 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 2024 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. **This annual report must be presented to the governing body on or before the last business day in September (September 29, 2023).**

The payroll amount used in your 2024 budget was computed by obtaining from you, the earnings for the active full-time members of the pension plan(s) as of June 30, 2023 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.

Line 9 of the plan(s) MMO represents the minimum obligation permitted based upon actuarial smoothing. Line 10 reflects the MMO based upon the plan(s) market value of assets. The reason we are bringing this to your attention is to make you aware of the plan(s) higher MMO requirement(s) based upon market value without the smoothing provision.

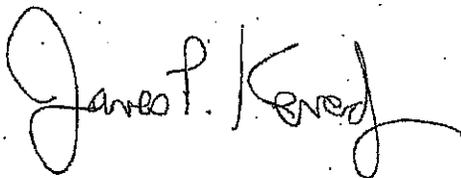
We understand the economic hardships that are facing local governments; however, from an actuarial funding standpoint we strongly recommend, if at all possible, your municipality gives consideration to providing additional funding above the minimum smoothing based MMO requirement(s).

Ms. Aimee Cuthbertson, CPA
August 2, 2023
Page two

In order to avoid any confusion, we are requesting that you identify the MMO on line 9 or 10 and the amount your municipality elects to utilize in funding the plan's 2024 MMO obligation and clearly write in your election # and the dollar amount on the 2024 MMO budget worksheet in the spaces provided above the signature line.

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 signed/dated copy of this 2024 MMO budget for our records with your election(s).

Sincerely,



JAMES P. KENNEDY
President

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

**HAVERFORD TOWNSHIP
DELAWARE**

**POLICE
PENSION PLAN**

| | |
|--|--------------------|
| 1 TOTAL ANNUAL PAYROLL | \$7,500,000 |
| Estimated Payroll | |
| 2 NORMAL COST AS A PERCENTAGE OF PAYROLL | 14.85% |
| (Derived from latest actuarial valuation) | |
| | 1/1/23 |
| 3 TOTAL NORMAL COST | \$1,113,750 |
| (Item 1 x Item 2) | |
| 4 AMORTIZATION REQUIREMENT | \$2,574,164 |
| (Derived from latest actuarial valuation) | |
| 5 TOTAL ADMINISTRATIVE EXPENSES | \$19,518 |
| (Based on Estimate) | |
| 6 FINANCIAL REQUIREMENT | \$3,707,432 |
| (+ Item 3 + Item 4 + Item 5) | |
| 7 TOTAL MEMBERS CONTRIBUTIONS | \$375,000 |
| 8 FUNDING ADJUSTMENT | \$0 |
| (Derived from latest actuarial valuation) | |
| 9 MINIMUM MUNICIPAL OBLIGATION | \$3,332,432 |
| (+ Item 6 - Item 7 - Item 8) | |
| 10 MINIMUM MUNICIPAL OBLIGATION BASED UPON MARKET VALUE OF ASSETS | \$4,325,455 |

I elect line _____ (9 or 10) as my 2024 MMO in the amount of \$ _____

Signature of Chief Administrative Officer

Date Certified to Governing Body

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

HAVERFORD TOWNSHIP
DELAWARE

NON-UNIFORMED
PENSION PLAN

| | | |
|---|--------|-------------|
| 1 TOTAL ANNUAL PAYROLL | | \$5,200,000 |
| Estimated Payroll | | |
| 2 NORMAL COST AS A PERCENTAGE OF PAYROLL | | 9.57% |
| (Derived from latest actuarial valuation) | 1/1/23 | |
| 3 TOTAL NORMAL COST | | \$497,640 |
| (Item 1 x Item 2) | | |
| 4 AMORTIZATION REQUIREMENT | | \$1,519,261 |
| (Derived from latest actuarial valuation) | | |
| 5 TOTAL ADMINISTRATIVE EXPENSES | | \$20,818 |
| (Based on Estimate) | | |
| 6 FINANCIAL REQUIREMENT | | \$2,037,719 |
| (+ Item 3 + Item 4 + Item 5) | | |
| 7 TOTAL MEMBERS CONTRIBUTIONS | | \$234,000 |
| 8 FUNDING ADJUSTMENT | | \$0 |
| (Derived from latest actuarial valuation) | | |
| 9 MINIMUM MUNICIPAL OBLIGATION | | \$1,803,719 |
| (+ Item 6 - Item 7 - Item 8) | | |
| 10 MINIMUM MUNICIPAL OBLIGATION BASED UPON MARKET VALUE OF ASSETS | | \$2,802,473 |

I elect line _____ (9 or 10) as my 2024 MMO in the amount of \$ _____

Signature of Chief Administrative Officer

Date Certified to Governing Body

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024
(FOR INTERNAL USE ONLY)

FOR
ILLUSTRATIVE
PURPOSES

NAME OF MUNICIPALITY:
COUNTY:

HAVERFORD TOWNSHIP
DELAWARE

LIBRARY
PENSION PLAN

| | | |
|---|--------|----------|
| 1 TOTAL ANNUAL PAYROLL | | |
| Estimated Payroll | | \$0 |
| 2 NORMAL COST AS A PERCENTAGE OF PAYROLL | | 0.00% |
| (Derived from latest actuarial valuation) | 1/1/23 | |
| 3 TOTAL NORMAL COST | | \$0 |
| (Item 1 x Item 2) | | |
| 4 AMORTIZATION REQUIREMENT | | \$40,108 |
| (Derived from latest actuarial valuation) | | |
| 5 TOTAL ADMINISTRATIVE EXPENSES | | \$550 |
| (Based on Estimate) | | |
| 6 FINANCIAL REQUIREMENT | | \$40,658 |
| (+ Item 3 + Item 4 + Item 5) | | |
| 7 TOTAL MEMBERS CONTRIBUTIONS | | \$0 |
| 8 FUNDING ADJUSTMENT | | \$0 |
| (Derived from latest actuarial valuation) | | |
| 9 MINIMUM MUNICIPAL OBLIGATION | | \$40,658 |
| (+ Item 6 - Item 7 - Item 8) | | |
| 10 MINIMUM MUNICIPAL OBLIGATION BASED UPON MARKET VALUE OF ASSETS | | \$67,026 |

I elect line _____ (9 or 10) as my 2024 MMO in the amount of \$ _____

Signature of Chief Administrative Officer

Date Certified to Governing Body

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 2, 2023

Ms. Aimee Cuthbertson, CPA
Director of Finance
HAVERFORD TOWNSHIP
1014 Darby Rd.
Havertown, PA 19083

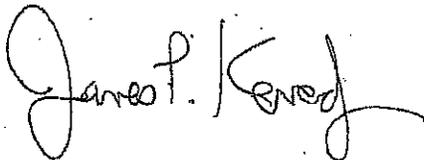
RE: 2024 Financial Requirement and Minimum Municipal Obligation

Dear Aimee:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2024 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 (2024). This annual report must be presented to the governing body on or before the last business day in September (September 29, 2023).

If you should have any questions concerning any of the above, please do not hesitate to contact me. Upon approval, please forward a signed/dated copy of this 2024 MMO budget for our records.

Sincerely,



JAMES P. KENNEDY
President

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

HAVERFORD TOWNSHIP
DELAWARE

| | NON-UNIFORMED DEF. CONT. |
|---|-----------------------------|
| 1. TOTAL ANNUAL PAYROLL (Estimated payroll) | 3,500,000 |
| 2. RATE OF CONTRIBUTION AS A % OF PAYROLL (Derived from latest actuarial valuation) 1/1/23 | 4.50% |
| 3. TOTAL CONTRIBUTION COST (Item 1 times Item 2) | 157,500 |
| 4. TOTAL ADMINISTRATIVE EXPENSES | 4,150 |
| 5. TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4) | 161,650 |
| 6. MINIMUM MUNICIPAL OBLIGATION | 161,650 |

Signature of Chief Administrative Officer

Date Certified to Governing Body

For
ILLUSTRATIVE
PURPOSES

**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2024**

NAME OF MUNICIPALITY:
COUNTY:

HAVERFORD TOWNSHIP
DELAWARE

| | LIBRARY DEF. CONT. |
|---|-----------------------|
| 1. TOTAL ANNUAL PAYROLL (Estimated payroll) | 600,000 |
| 2. RATE OF CONTRIBUTION AS A % OF PAYROLL (Derived from latest actuarial valuation) 1/1/23 | 4.50% |
| 3. TOTAL CONTRIBUTION COST (Item 1 times Item 2) | 27,000 |
| 4. TOTAL ADMINISTRATIVE EXPENSES | 650 |
| 5. TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4) | 27,650 |
| 6. MINIMUM MUNICIPAL OBLIGATION | 27,650 |

Signature of Chief Administrative Officer

Date Certified to Governing Body

ORDINANCE NO. P10-2023

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

ESTABLISH:

In front of 1531 Dorchester Road

RESCIND:

In front of 2545 Rosemont Avenue

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 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
 President
 Board of Commissioners**

**Attest: David R. Burman
 Township Manager/Secretary**

RESOLUTION NO. 2323-2023

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 7, 2023.

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 11th day of September, 2023.

TOWNSHIP OF HAVERFORD

**By: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION No. 2325-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Parks Basketball Backstops

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department purchase of new playground equipment within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within two of our township parks to replace backstops at Grange and Preston basketball courts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$14,271 of the Township's American Rescue Plan Fund allocation for the purchase of backstops in Grange Park and Preston Park.

RESOLVED THIS 11th day of September, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION 2326-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Darby Road Streetscape – Phase 3

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 invest in public health improvements, economic recovery and development, services to disproportionately affected communities, and general government services, among other allowable purposes; and,

WHEREAS, the Board of Commissioners desires to make improvements and financial investments in Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

\$425,000 FOR THE DARBY ROAD STREETScape PHASE 3 PROJECT (INCLUDING ENGINEERING AND CONSTRUCTION MANAGEMENT)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced project.

RESOLVED THIS 11th day of September, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2327-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Parks Basketball Backstops

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of our basketball courts within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within two of our township parks to pave two basketball courts and install new backboards and rims at Grange and Preston Park.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$101,600. of the Township's American Rescue Plan Fund allocation for the paving of the courts and installing new backboards in Grange Park and Preston Park.

RESOLVED THIS 11th day of September, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

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

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVTT 30519

September 6, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Darby Road Streetscape – Phase III
Contract No. R-34**

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Friday, September 1, 2023, at 10:00 a.m. for the above referenced contract. The low bidder was MOR Construction Services, Inc. of Glen Mills, PA with a base bid amount of \$195,550.00, and add alternates totaling \$25,500.00. We have worked with MOR Construction Services in the past and have found their work to be satisfactory.

We recommend the Township consider awarding the base bid plus all add alternates to MOR Construction Services, Inc. in the low bid amount of \$221,050.00 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: Aimee Cuthbertson, Assistant Township Manager

U:\Accounts\HAVTT\HAVTT30519 - Darby Road Streetscape @ Phase 3\CONSTRUCTION\BID\Bid Tab Ltr (HAVTT30519).docx

The Township of Haverford
 Publication of Bids Received Until 10:00 AM
 Following Time on September 1, 2023

CONTRACT NO. R-34
 DUNN ROAD STREETSCAPE - PHASE II

MOR Construction Services, Inc.
 178 Schoolhouse Lane
 Clear Lake, PA 15842

Premier Concrete, Inc.
 2327 West Chester Pike
 Broomall, PA 19008

Foran's Concrete Inc.
 8655 W. Chester Pike
 Suite 8037
 Newtown Square, PA 19070

Lewisville Site Contractors
 344 Gilbertville Road
 Gilbertville, PA 19325

T. Sciarra Contractors, Inc.
 1884 Oak Estate Road
 Doylestown, PA 19522

Manno Corporation
 1400 Crossman Rd
 PO Box 1209
 Dillsport, PA 16874

| ITEM NO. | ESTIMATED QUANTITY/UNIT | DESCRIPTION | MOR Construction Services, Inc. | | Premier Concrete, Inc. | | Foran's Concrete Inc. | | Lewisville Site Contractors | | T. Sciarra Contractors, Inc. | | Manno Corporation | |
|--------------------------------------|-------------------------|--|---------------------------------|--------------|------------------------|--------------|-----------------------|---------------|-----------------------------|---------------|------------------------------|---------------|---------------------|---------------|
| | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| A. BIDDERS | | | | | | | | | | | | | | |
| 34-1 | 150 LF | 18" Upright Concrete Curb | \$ 125.00 | \$ 22,500.00 | \$ 90.00 | \$ 16,200.00 | \$ 162.00 | \$ 29,160.00 | \$ 130.00 | \$ 20,400.00 | \$ 200.00 | \$ 36,000.00 | \$ 168.00 | \$ 30,420.00 |
| 34-2 | 3450 SF | 4-inch Patterned or Plain Concrete Sidewalk | \$ 18.00 | \$ 62,100.00 | \$ 25.00 | \$ 86,250.00 | \$ 48.00 | \$ 165,600.00 | \$ 30.00 | \$ 103,500.00 | \$ 40.00 | \$ 138,000.00 | \$ 63.00 | \$ 192,675.00 |
| 34-3 | 725 SF | 4-inch Patterned Concrete Driveway Apron | \$ 28.00 | \$ 20,300.00 | \$ 28.00 | \$ 18,125.00 | \$ 70.00 | \$ 50,750.00 | \$ 35.00 | \$ 25,375.00 | \$ 48.00 | \$ 34,800.00 | \$ 75.00 | \$ 54,375.00 |
| 34-4 | 2 EA | Handicap Ramps | \$ 8,000.00 | \$ 16,000.00 | \$ 7,500.00 | \$ 15,000.00 | \$ 2,860.00 | \$ 5,720.00 | \$ 5,500.00 | \$ 11,000.00 | \$ 14,500.00 | \$ 29,000.00 | \$ 6,800.00 | \$ 13,600.00 |
| 34-5 | 1 LR | Paving Restoration | \$ 7,000.00 | \$ 7,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 27,963.62 | \$ 27,963.62 | \$ 22,900.00 | \$ 22,900.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 52,450.00 | \$ 52,450.00 |
| 34-6 | 1 LR | Installation of Decorative Light Foundations, Conduit and Wiring | \$ 22,500.00 | \$ 22,500.00 | \$ 40,000.00 | \$ 40,000.00 | \$ 33,143.38 | \$ 33,143.38 | \$ 23,780.00 | \$ 23,780.00 | \$ 43,000.00 | \$ 43,000.00 | \$ 37,490.00 | \$ 37,490.00 |
| 34-7 | 5 EA | Closure of Curb Access Entrances | \$ 3,000.00 | \$ 15,000.00 | \$ 3,500.00 | \$ 17,500.00 | \$ 3,888.00 | \$ 19,440.00 | \$ 8,200.00 | \$ 41,000.00 | \$ 7,500.00 | \$ 37,500.00 | \$ 8,200.00 | \$ 41,000.00 |
| 34-8 | 7 EA | Street Tree Planters w/Cobblestone Curb | \$ 3,200.00 | \$ 22,400.00 | \$ 2,000.00 | \$ 14,000.00 | \$ 4,939.00 | \$ 34,573.00 | \$ 15,900.00 | \$ 111,300.00 | \$ 4,200.00 | \$ 29,400.00 | \$ 5,300.00 | \$ 37,100.00 |
| 34-9 | 1 LR | Pavement Markings | \$ 4,200.00 | \$ 4,200.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 7,010.00 | \$ 7,010.00 | \$ 4,800.00 | \$ 4,800.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 5,300.00 | \$ 5,300.00 |
| 34-10 | 100 CY | Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone | \$ 60.00 | \$ 6,000.00 | \$ 50.00 | \$ 5,000.00 | \$ 83.00 | \$ 8,300.00 | \$ 245.00 | \$ 24,500.00 | \$ 225.00 | \$ 22,500.00 | \$ 225.00 | \$ 22,500.00 |
| TOTAL BID | | | \$184,456.00 | | \$211,078.00 | | \$334,400.00 | | \$355,828.00 | | \$588,050.00 | | \$478,755.00 | |
| Acknowledge Addendum 1 | | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | |
| B. ADD ALTERNATES | | | | | | | | | | | | | | |
| 34-11 | 300 SF | 2-foot Wide Concrete Finish Band | \$ 60.00 | \$ 18,000.00 | \$ 40.00 | \$ 12,000.00 | \$ 64.10 | \$ 19,230.00 | \$ 61.00 | \$ 18,300.00 | \$ 33.00 | \$ 9,900.00 | \$ 114.00 | \$ 34,200.00 |
| 34-12 | 7 EA | Furnishing and Installation of Deciduous Trees | \$ 800.00 | \$ 5,600.00 | \$ 1,000.00 | \$ 7,000.00 | \$ 1,000.00 | \$ 7,000.00 | \$ 1,000.00 | \$ 7,000.00 | \$ 3,000.00 | \$ 21,000.00 | \$ 1,100.00 | \$ 7,700.00 |
| 34-13 | 1 LR | Furnishing and Installation of Plantings | \$ 2,500.00 | \$ 2,500.00 | \$ 12,500.00 | \$ 12,500.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 11,350.00 | \$ 11,350.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 5,250.00 | \$ 5,250.00 |
| ADD ALTERNATES TOTAL | | | \$25,500.00 | | \$35,100.00 | | \$39,990.00 | | \$49,140.00 | | \$50,250.00 | | \$57,620.00 | |
| TOTAL BID WITH ADD ALTERNATES | | | \$211,088.00 | | \$246,178.00 | | \$374,390.00 | | \$404,968.00 | | \$638,300.00 | | \$536,375.00 | |
| Bid Security | | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | |

We declare this to be a true Tabulation of Bids
 Received on September 1, 2023 by the Township of Haverford
 for Dunn Road Streetscape - Phase II

PREPARED BY: 
 David Perreault, P.E., PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER

HVERFORD TOWNSHIP MEMORANDUM

DATE: August 21, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Basketball Backstops

Attached is the quote for 4 Jayprop Basketball Backstops to replace the backstops at Grange and Preston Parks.

The total is \$14,271 which includes \$1615 shipping costs from General Recreation, Inc. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # 122659

If there are any questions, I will be on hand for the Board of Commissioner work session September 5, 2023.

PRICE QUOTE
 DATE: 8/16/2023
 QUOTE # jaypro
 BY Larry McCullough
 CELL 610-331-6554
 PH 800-726-4793
 FX: 610-353-5161

GENERAL RECREATION, INC.
 PO BOX 440
 NEWTOWN SQUARE, PA 19073
larry@gen-rec.com



GENERAL RECREATION, INC.

CUST: HAVERFORD TOWNSHIP
 ATTN: Brian Barrett

TERMS:
 SHIPPED BY: CC
 F. O. B.: DEL
 SHIP DATE:
 PHONE: 610-446-9397
 EMAIL:

bbarrett@havtwp.org

| Quantity | Model # | DESCRIPTION | Each | Total |
|---|---------|--|------------|-------------|
| BASKETBALL BACKSTOPS | | | | |
| 4 | | Jaypro Basketball Backstops SPA6-ALP-SG 5-9/16" dia straight post with 6' offset rectangular perforated aluminum backboard super goal and net | \$3,330.00 | \$13,320.00 |
| 4 | | DISCOUNT | -\$166.00 | -\$664.00 |
| 1 | | shipping | \$1,615.00 | \$1,615.00 |
| COSTAR-14 PA STATE CONTRACT | | | | |
| ANY UNFORESEEN UNDERGROUND IMMOVABLE OBJECTS MAY REQUIRE AN ADDITIONAL FEE TO REMOVE | | | | |
| THE PRICE INCLUDES SHIPPING COST | | | SUB: | \$14,271.00 |
| NOT INCLUDE ARE UNLOADING , STORAGE AND INSTALLATION | | | | |
| THE ABOVE EQUIPMENT CAN BE PURCHASED PA STATE CONTRACT & COSTARS -14 COSTARS VENDOR NUMBER 122659 | | | Freight: | |
| Quote valid for 30 days | | | SUB: | \$14,271.00 |
| To confirm order please sign below and fax to 610-353-5161 | | | Sales Tax: | |
| Signature _____ | | | Total: | \$14,271.00 |
| GENERAL RECREATION, INC. | | | | |

HVERFORD TOWNSHIP MEMORANDUM

DATE: September 5, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Preston and Grange Basketball court resurfacing and install backboards

Attached is the quote for resurfacing basketball courts and installing new backboards and rims at Grange and Preston Parks.

The project was bid out and the lowest responsible bidder was SB Conrad Inc. The work includes the addendum for restoration of stone wall and concrete work at Preston Park. The total is \$101,600. The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner work session September 5, 2023.



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

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVTT 22610

September 6, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Basketball Court Restoration
Preston Park and Grange Field
Contract No. REC-29**

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Friday, September 1, 2023 at 10:00 a.m. for the above referenced contract. The low bidder was S.B. Conrad, Inc. of Chester Heights, PA with a base bid amount of \$92,600.00, and add alternates totaling \$9,000.00. We have worked with S.B. Conrad in the past and have found their work to be satisfactory.

We recommend the Township consider awarding the base bid plus all add alternates to S.B. Conrad, Inc. in the low bid amount of \$101,600.00 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: Aimee Cuthbertson, Assistant Township Manager
Brian Barrett, Director of Recreation

U:\Accounts\HAVTT\HAVTT22610 - Grange_Preston Basketball Court Reno\CONSTRUCTION\BID\Bid Tab Ltr (HAVTT22610).docx

Haverford Township
 Tabulation of Bids Received Until 10:00 a.m.
 Prevaling time on September 1, 2023

REV 1/22/21
 PAGE 1 of 1

CONTRACT NO. REC-25
 BASKETBALL COURT RESTORATION
 PRESTON PARK AND ORANGE FIELD

S.S. Conard, Inc.
 PO Box 251
 Chester Heights, PA 19017

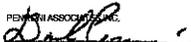
Gensler Construction
 555 E. St. Andrews Drive
 Media, PA 19063

Forsika Concepts Inc.
 3553 W. Chester Pike
 Suite #337
 Newtown Square, PA 19073

T. Schiefer Contractors, Inc.
 3484 Old Station Road
 Doylestown, PA 18022

| ITEM NO. | ESTIMATED QUANTITY | | DESCRIPTION | S.S. Conard, Inc. | | Gensler Construction | | Forsika Concepts Inc. | | T. Schiefer Contractors, Inc. | |
|------------------------|--------------------|------|-------------------------------------|---|-------------|----------------------|-------------|-----------------------|-------------|-------------------------------|-------------|
| | | UNIT | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| Base Bid | | | | | | | | | | | |
| A. Preston Park | | | | | | | | | | | |
| A1 | 550 | SF | Major Crack Repair | \$28.00 | \$15,400.00 | \$10.00 | \$5,500.00 | \$17.00 | \$9,350.00 | \$100.00 | \$55,000.00 |
| A2 | 1 | LS | Re-surfacing Basketball Court Area | \$31,000.00 | \$31,000.00 | \$32,270.00 | \$32,270.00 | \$31,228.47 | \$31,228.47 | \$70,000.00 | \$70,000.00 |
| A3 | 1 | LS | Re-surface Driveway | \$5,500.00 | \$5,500.00 | \$5,000.00 | \$5,000.00 | \$10,458.31 | \$10,458.31 | \$12,000.00 | \$12,000.00 |
| A4 | 70 | SF | Removal and Replacement of Concrete | \$100.00 | \$7,000.00 | \$15.00 | \$1,050.00 | \$149.00 | \$10,430.00 | \$85.00 | \$5,950.00 |
| | | | | Subtotal: Preston Park | | \$63,700.00 | | \$61,468.78 | | \$82,950.00 | |
| B. Orange Field | | | | | | | | | | | |
| B1 | 150 | SF | Major Crack Repair | \$26.00 | \$4,200.00 | \$10.00 | \$1,500.00 | \$27.00 | \$4,050.00 | \$100.00 | \$22,500.00 |
| B2 | 1 | LS | Re-surface Basketball Court Area | \$28,000.00 | \$28,000.00 | \$37,000.00 | \$37,000.00 | \$49,544.95 | \$49,544.95 | \$54,000.00 | \$54,000.00 |
| B3 | 1 | LS | Removal of Existing Fencing | \$1,500.00 | \$1,500.00 | \$2,500.00 | \$2,500.00 | \$7,694.00 | \$7,694.00 | \$8,000.00 | \$8,000.00 |
| | | | | Subtotal: Orange Field | | \$33,700.00 | | \$41,000.00 | | \$61,500.00 | |
| | | | | TOTAL BASE BID FOR CONTRACT NO. REC-25 | | \$92,500.00 | | \$84,820.00 | | \$122,755.73 | |
| | | | | Acknowledgement of Addendum 1 | | YES | | YES | | YES | |
| | | | | Bid Security | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | |
| Add Alternates | | | | | | | | | | | |
| A. Preston Park | | | | | | | | | | | |
| A5 | 1 | LS | Restoration of Existing Stone Vents | \$4,000.00 | \$4,000.00 | \$15,000.00 | \$15,000.00 | \$4,100.00 | \$4,100.00 | \$10,000.00 | \$10,000.00 |
| A6 | 200 | SF | Removal and Replacement of Concrete | \$25.00 | \$5,000.00 | \$20.00 | \$4,000.00 | \$90.00 | \$18,000.00 | \$50.00 | \$10,000.00 |
| | | | | TOTAL BID WITH ADD ALTERNATES | | \$101,600.00 | | \$103,820.00 | | \$136,855.73 | |

We Declare this to be a True Tabulation of Bids
 Received on September 1, 2023 by the Township of Haverford
 for Contract No. REC-25: Basketball Court Restoration Preston Park and Orange Field

PIERCE PENNACCHI ASSOCIATES, INC.

 David Pennoni, P.E., PENNACCHI ASSOCIATES, INC.

HAVERFORD TOWNSHIP MEMORANDUM

DATE: August 30, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Supplemental planning services for PROS plan from HRG

Attached is a quote for supplemental planning services to our Park, Recreation, and Open Space Plan (PROS) from Herbert, Rowland & Grubic, Inc. (HRG). After reviewing HRG's draft PROS plan we decided we needed a more comprehensive asset inventory and a more implementable plan on how to improve our maintenance of our parks and playgrounds. The additional fee is \$25,048.15 and will be covered in total by the Delco Greenway Planning grant awarded to Haverford Township in September 2023.

If there are any questions, I will be on hand for the Board of Commissioner work session on September 5, 2023.



Herbert, Rowland & Grubic, Inc.
501 Allendale Road, Suite 203
King of Prussia, PA 19406
484.460.7050
www.hrg-inc.com

August 24, 2023

Haverford Township
1014 Darby Road
Haverford, PA 19083
Attn: Brian Barrett, Director of Parks and Recreation

Re: Parks, Recreation and Open Space Plan
Supplement #1

Dear Brian:

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following SUPPLEMENT to the referenced AGREEMENT, executed on July 21, 2022, to provide supplemental planning services in response to Haverford Township (CLIENT) request dated July 31, 2023.

GENERAL PROJECT DESCRIPTION

1. Prepare and Facilitate an additional public meeting to affirm draft goals and objectives and potential connections. Summarize the findings and recommendations from the meeting.
2. Conduct two additional steering committee meetings to aid in plan preparation.
3. Conduct a comparison of maintenance staffing levels with municipalities of similar size to better understand current staffing structure and project future staffing needs.
4. Analyze other maintenance plans prepared by other communities to determine plan content for a proposed maintenance plan.
5. Analyze other tree preservation plans prepared by other communities to determine plan content for a proposed tree preservation plan.
6. Analyze other community park and open space sign regulations and compare them to Haverford's regulations and make recommendations for future implementation.
7. Utilizing Haverford Township's existing asset databased perform a replacement cost analysis and suggest timing for asset replacements based on remaining life expectancy.

SCOPE OF SUPPLEMENTAL SERVICES – REFER TO EXHIBIT 1

COMPENSATION

LUMP SUM

We propose to complete this supplemental work, identified in Exhibit 1, for a supplemental Lump Sum of:

Original Contract **\$74,951.85**

Supplement 1 Cost Breakdown

| | |
|--------------------------------------|------------|
| 1. Additional Public Meeting | \$4,025.15 |
| 2. Two additional committee meetings | \$3,000.00 |
| 3. Staffing maintenance comparison | \$1,823.00 |
| 4. Maintenance Plan Structure | \$2,225.00 |
| 5. Tree Preservation Plan | \$3,200.00 |
| 6. Sign Regulations Analysis | \$4,325.00 |
| 7. Amenity Replacement Cost Analysis | \$6,450.00 |

Supplement # 1 Contract Total **\$ 25,048.15**

Revised Contract Value **\$100,000.00**

All Inclusive (Includes Labor, Expense, Sub Consultant Fees)

The work will be subject to the General Conditions of the original AGREEMENT. Our policy is to render invoices monthly based on the percentage of completion.

COMPLETION

CLIENT and HRG agree that the supplemental services will modify the time of completion upon receipt of your execution of this SUPPLEMENT as follows:

| | |
|-------------------|------------|
| Original Contract | 12 months* |
| Supplement # | 2 months* |
| Revised Contract | 14 months* |

AUTHORIZATION

We have developed this SUPPLEMENT specifically with your project needs in mind. To execute this SUPPLEMENT and indicate your acceptance of these terms, and authorize the work to begin, please sign the CLIENT acceptance below and return a copy to our office.

This SUPPLEMENT and all attachments constitute an offer to amend the current contract with you. By having an authorized individual execute this SUPPLEMENT, you agree that you have read and understand this proposed SUPPLEMENT and all of its attached Exhibits and that you agree to all of the terms.

This SUPPLEMENT shall remain open and may be accepted by the CLIENT for thirty (30) days from the above date. Acceptance of the SUPPLEMENT after the end of the 30-day period shall be valid only if HRG

Haverford Township
Parks, Recreation and Open Space Plan - Supplement #1]
August 24, 2023

elects, in writing, to reaffirm the SUPPLEMENT and waive its right to reevaluate and resubmit the SUPPLEMENT.

If you have any questions concerning our SUPPLEMENT, including the attached Exhibits, please feel free to contact me to discuss them in greater detail. We appreciate the opportunity to provide you with professional services in this capacity and look forward to continuing to work with you on this project.

Sincerely,

Approved by:

Herbert, Rowland & Grubic, Inc.



Timothy J. Staub, AICP
Assistant Vice President

TJS
009472.0427

Accepted by:

CLIENT

TITLE

DATE

Proprietary Notice

This SUPPLEMENT contains proprietary information regarding Herbert, Rowland & Grubic, Inc. and is a work product containing business sensitive materials. This SUPPLEMENT was prepared in response to your request for your specific project and no portion of this SUPPLEMENT may be shared with any other party.

WORK SESSION: 6:15 p.m. - PERSONNEL

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, October 2, 2023

7:00 P.M.

ARPA Update

Commissioner Committee Updates

Police Department - Crime Update

NEXT WEEK:

Announcement

The Board of Commissioners will conduct a Special Meeting on Monday, October 30th at 7 PM to consider awarding contracts for the Library Renovation and Expansion Project and to consider the 2nd reading of an Ordinance authorizing the acquisition of 1 Mill Road.

Invited Guest: District Attorney Jack Stollsteimer

Ordinance No. P10-2023

Traffic (2nd Reading)

Ordinance No. P11-2023

Acquisition of 1 Mill Road (1st Reading)

Amend Chapter 160 Land Development and Subdivision and Chapter 157 Streets and Sidewalks

Amend Chapter 182 Zoning – by Adding Section 734 “Limited Municipal Exemption”

Resolution No. 2328-2023

Plan Revision for New Land Development – 4008 Darby Road

Resolution No. 2329-2023

Lot Line Change - 104 and 108 Allgates Drive

Resolution No. 2330-2023

ARPA – Haverford Reserve Replacement Fence

Resolution No. 2331-2023

ARPA – Haverford Reserve Ballfield Lights

Resolution No. 2332-2023

ARPA – Paddock Park – Paving

Resolution No. 2333-2023

**ARPA – Grange Pickle Ball Courts – Sound Proof
Curtains**

Resolution No. 2334-2023

**Delco Greenways Grant Program Application for
Brookline Park**

**Women & Minority Business Enterprises. (WMBE) Economic Development Grant
Program–Recommendations presented to the Board of Commissioners**

Contract Award

Traffic Signal Maintenance Contract

Reject all bids for the Façade Replacement Project at 1014 Darby Road

Purchases

Parks & Recreation

Haverford Reserve Replacement Fence

Haverford Reserve Ballfield Lights

Paddock Park - Paving

Grange Park – Pickle Ball Court Sound Proof Curtains

Proclamations - Brookline Baseball Champions

Fire Prevention Week

ORDINANCE NO. P11-2023

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE ACQUISITION OF 1 MILL ROAD, HAVERTOWN, PA, BY DEED IN LIEU OF CONDEMNATION SUBJECT TO REVIEW, ACCEPTANCE AND APPROVAL OF THE FINAL AGREEMENT BY THE TOWNSHIP SOLICITOR AND BY THE TOWNSHIP MANAGER

WHEREAS, Title 61 Section 91.193 of the Pennsylvania Code and Section 707, Paragraph A of the Home Rule Charter of Haverford Township requires the Township to pass an ordinance to receive the permitted tax exemption when a property is obtained through a deed in lieu of condemnation;

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania ("Haverford Board of Commissioners"), has determined that the acquisition of the property known as 1 Mill Road, Havertown, PA and identified by Delaware County Tax Folio No. 22-07-01056-00 (the "Property") by a deed in lieu of condemnation is in the best interests of the residents of the Township;

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

SECTION 1. Pursuant to Section 707, Paragraph A of the Home Rule Charter, the Township hereby authorizes the Township Manager to execute an Agreement of Sale for the purchase of the Property for Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) in lieu of condemnation of the Property. Final authorization to purchase the Property is subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final Agreement.

SECTION 2. The Township Manager is hereby authorized by the Haverford Township Board of Commissioners to take all actions necessary to facilitate this Ordinance including, but not limited to, executing documents on behalf of the Township as required to fund, purchase, access or utilize the above property, including the execution and recording of a deed in lieu of condemnation, or to establish and execute any necessary agreements and easements related to the purchase and/or development or occupancy of the property or adjoining properties.

SECTION 3. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 4. This Ordinance shall become effective on the date of its adoption.

ADOPTED THIS _____ DAY OF _____, 2023.

TOWNSHIP OF HAVERFORD

By: _____
C. Lawrence Holmes, President
Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary

ORDINANCE NO. _____-2023

**AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY,
COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 160,
SUBDIVISION AND LAND DEVELOPMENT, SECTION 160-5.B(4)(c), AND CHAPTER
157-1, STREETS AND SIDEWALKS, TO REQUIRE THE
INSTALLATION OF SIDEWALKS AS A SUBDIVISION OR
LAND DEVELOPMENT REQUIREMENT**

WHEREAS, the Charter for the Township of Haverford and the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, authorizes the Board of Commissioners of Haverford Township (“Board”) to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care and control of Haverford Township (“Township”) and the maintenance of peace, good government, health and welfare of the Township and its citizens

WHEREAS, the Haverford Township Code, Chapter 160, Subdivision and Land Development, Section 160-5.B(4)(c), addressing the general for sidewalks, currently provides: “Sidewalks shall be required where, in the opinion of the Board of Township Commissioners, heavy pedestrian traffic will result or where pedestrian safety requires such sidewalks. Sidewalks are required for any multifamily development.”

WHEREAS, the Board desires to amend §160-5 B(4)(c) and Chapter 157, Streets and Sidewalks, §157-1, to require the installation of sidewalks as a subdivision or land development requirement, unless such requirement is modified by the Board of Commissioners due to a hardship pursuant to §160-10;

WHEREAS, the Board has met the procedural requirements of the Pennsylvania Municipalities Planning Code, for the adoption of the proposed ordinance, including advertising, submission to the planning commissions, and holding a public hearing; and

WHEREAS, the Board, after due consideration of the proposed ordinance at duly advertised public hearings, has determined that the health, safety and general welfare of the residents and guests of the Township will be served by this amendment of the Haverford Township Code as set forth below;

THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, the Board has determined that the health, safety, and general welfare of the residents and guests of the Township will be served by the following Code amendments:

Section I. Code Amendments.

A. Chapter 160, Subdivision and Land Development, of the Haverford Township Code, §160-5.B(4)(c), is hereby amended to provide as follows:

(c) Sidewalks shall be provided for all existing and proposed streets. Along any existing or proposed street on which a subdivision or land development abuts, sidewalks shall be constructed to accommodate the sidewalk, curbing, and verge requirements of subsection (e) below.

B. Chapter 157, Streets and Sidewalks, Section 157-1, "System of sidewalks and curbs established; width of sidewalks prescribed," is hereby amended to provide as follows:

A uniform system of sidewalks and curbs along both sides of all streets and highways of Haverford Township is hereby established, said sidewalks and curbs to be installed at the width and pursuant to the other specifications prescribed in the Township Subdivision and Land Development Chapter.

Section II. Repealer. In addition to the above, all other ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed. Further, it is understood and intended that all other sections, parts, provisions, and ordinances that are not otherwise specifically in conflict with or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

Section III. Severability. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude, or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

Section IV. Failure to Enforce Not a Waiver. The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

Section V. 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 _____, 2023.

ATTEST:

TOWNSHIP OF HAVERFORD

By: _____

David R. Burman,
Township Manager/Secretary

By: _____

C. Lawrence Holmes
President,
Board of Commissioners

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF HAVERFORD, CHAPTER 182 – “ZONING,” ARTICLE VII – “SUPPLEMENTAL REGULATIONS,” BY ADDING SECTION 734 – “LIMITED MUNICIPAL EXEMPTION”

WHEREAS, the Board of Commissioners of Haverford Township is duly empowered to enact certain regulations relating to the public health, safety welfare of the residents of Haverford Township;

WHEREAS, the Board of Commissioners of Haverford Township has adopted an ordinance, known as the “Zoning Ordinance of the Township of Haverford, Delaware County, Pennsylvania”, as amended, in accordance with the provisions of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, which is intended to provide for the orderly development and redevelopment of Haverford Township;

WHEREAS, the First Class Township Code and Pennsylvania Municipalities Planning Code, *supra*, authorize the Board of Commissioners to make, amend and adopt amendments to the Zoning Ordinance of the Township of Haverford, as amended, that are consistent with the Constitution and laws of the Commonwealth that it deems necessary for the proper management and control of the Township and the best interests of its residents;

WHEREAS, the Board of Commissioners of Haverford Township have determined that the public health, safety and welfare of the residents of Haverford Township would be best served by amending Chapter 182 – “Zoning,” at Article VII – “Supplemental Regulations,” to add Section 734 – “Limited Municipal Exemption”.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED by the HAVERFORD Township Board of Commissioners that the Township’s Code is amended as follows:

SECTION 1. Chapter 182 – “Zoning,” is amended at Article VII – “Supplemental Regulations,” to add Section 734 – “Limited Municipal Exemption” consisting of the following text:

§ 182-734. Limited Municipal Exemption: The provisions of this chapter shall not apply to land and buildings or portions thereof owned or used by the Township of Haverford for governmental use and purposes.

SECTION 2. Repeal and Ratification.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Township’s Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 3. Severability.

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 4. Effective Date.

This Ordinance shall become effective 5 days after enactment.

ORDAINED AND ENACTED this _____ day of _____ 2023, by the Board of Commissioners of the Township of Haverford.

**TOWNSHIP OF HAVERFORD,
BOARD OF COMMISSIONERS**

C. Lawrence Holmes, President

Attested by:

David R. Burman
Township Manager & Secretary

RESOLUTION NO. 2328 -2023

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the rules and regulations of the Pennsylvania Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management; and

WHEREAS, the Township of Haverford proposes to revise its Sewage Facilities Plan (ACT 537 Plan) by executing a sewage facilities planning module for the construction of a low pressure sanitary sewer main to tie into an existing gravity sewer manhole near the Brennan Drive intersection, for the addition of two (2) EDUs in the Darby Creek Drainage System, associated with the subdivision of an undeveloped parcel located adjacent to 4008 Darby Road, Bryn Mawr, known as D.C. Folio No. 22-04-00215-01, where one (1) new building lot will be created, and two (2) new single family dwellings are proposed; and

WHEREAS, said development will be served by sewer tap-ins; and

WHEREAS, the projected flows will not exceed the design and/or permitted capacity of the said Darby Creek system; and

WHEREAS, Haverford Township finds that the development described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the Township of Haverford.

RESOLVED this 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

By: C. Lawrence Holmes
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary



DEP Code No.
1-23002-211-3J

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Haverford Township
(TOWNSHIP) (BOROUGH) (CITY), Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS EBuild Construction, LLC has proposed the development of a parcel of land identified as
land developer

4008 Darby Road Subdivision, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify).

WHEREAS, Haverford Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (~~Supervisors~~) (Commissioners) (~~Councilmen~~) of the (Township) (~~Borough~~) (~~City~~) of Haverford hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, Haverford Township
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2328-2023, adopted, October 10, 2023

Municipal Address:

1014 Darby Road
Havertown, PA 19083

Seal of
Governing Body

Telephone 610-446-1000

RESOLUTION NO. 2329-2023

WHEREAS, the Lot Line Adjustment Plan for Edmund & Michele Grant, 104 & 108 Allgates Drive, Haverford, PA, Delaware County, known as D.C. Folio Nos. 22-04-00001-64 & 22-04-00001-65 has been submitted to revise the boundary of the properties by transferring and merging 1,523 square feet from 108 Allgates Drive to 104 Allgates Drive, resulting in the following lot area: 104 Allgates Drive to contain 28,430 square feet, and 108 Allgates Drive to contain 30,794 square feet. The properties are zoned R-1 (SRD) Residential, and are located in the 5th Ward. The aforesaid plans were prepared by Site Engineering Concepts, LLC, Southeaster, PA, dated April 28, 2023, and last revised on August 11, 2023; and

WHEREAS, a variance was granted by the Zoning Hearing Board from the provisions of §182-802.B to allow the lot area of 108 Allgates Drive to be decreased, resulting in an increase of the existing nonconforming impervious coverage on 108 Allgates Drive from 43.29% to 45.43% on June 15, 2023; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, August 10, 2023, did vote to recommend approval of the plans subject to the following comments of the August 8, 2023 review letter prepared by Pennoni Associates:

1. Proposed side yard setbacks should be indicated on the plan. (§182-202)
2. Signature blocks in accordance with §160-4.H(1) should be provided on the plan.
3. A monument should be indicated at the corner on the right-of-way line on Allgates Drive. (§160-5.B(8))
4. A note should be added to the plan indicating that no improvements are proposed as part of this plan.

In addition to the conditions listed above, the Planning Commission did recommend that the recorded plans include a copy of the Zoning Hearing Board's decision, that the Zoning Table shown for the SRD District indicate the impervious coverage for each lot, and that the plans be stamped and sealed by a licensed professional land surveyor; and

WHEREAS, said plans have been submitted 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,

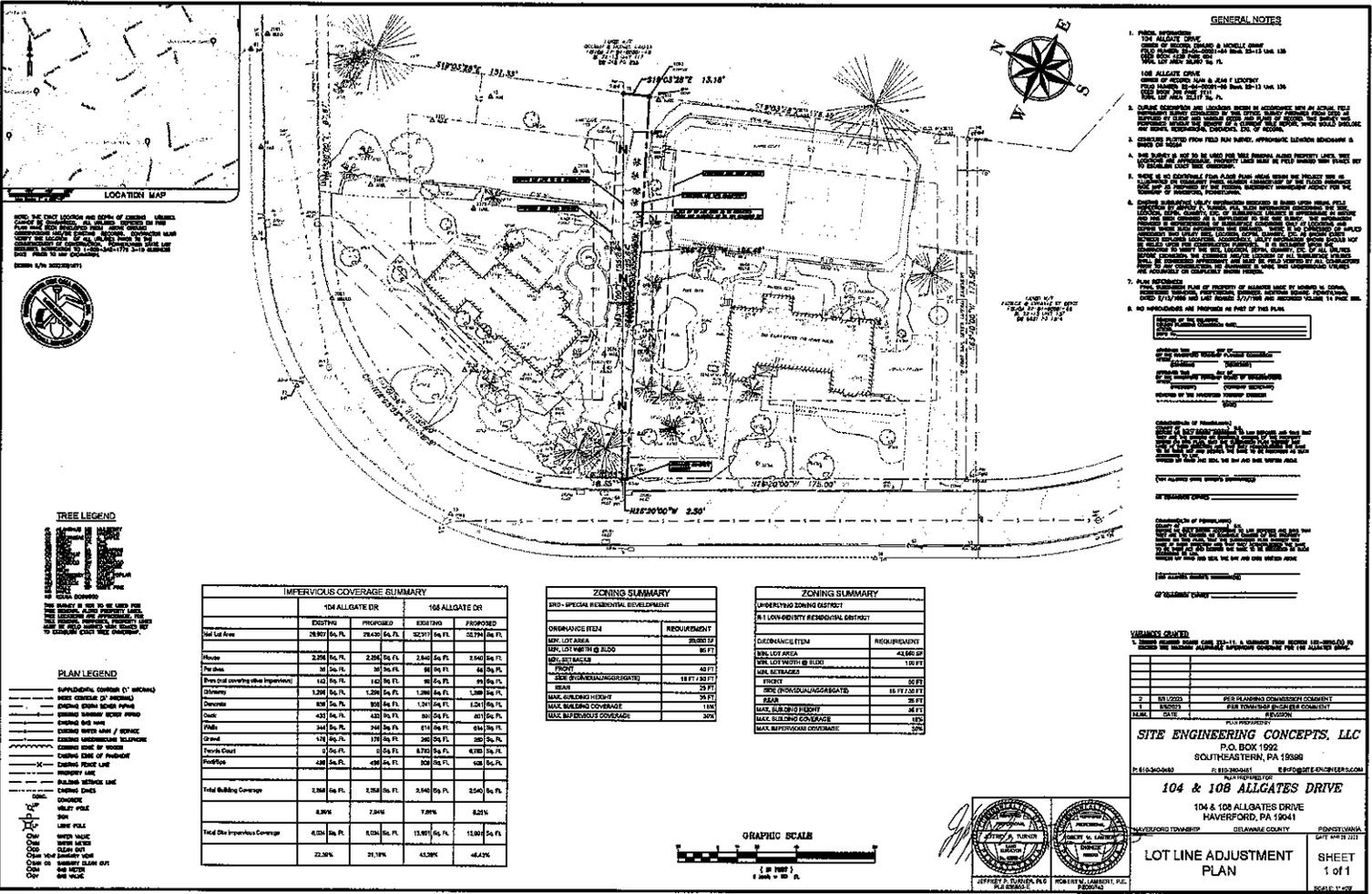
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission are hereby adopted and the Lot Line Adjustment Plan for Edmund & Michele Grant, 104 & 108 Allgates Drive, Haverford Township, Delaware County, dated April 28, 2023, and last revised on August 11, 2023, is **approved** subject to compliance with the recommendations described hereinabove.

RESOLVED this 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

By: C. Lawrence Holmes
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary



GENERAL NOTES

1. THIS ALLGATE DRIVE... 104 ALLGATE DRIVE... 108 ALLGATE DRIVE...
2. DRAINAGE... 104 ALLGATE DRIVE... 108 ALLGATE DRIVE...
3. CONCRETE... 104 ALLGATE DRIVE... 108 ALLGATE DRIVE...
4. FENCE... 104 ALLGATE DRIVE... 108 ALLGATE DRIVE...
5. SIGNAGE... 104 ALLGATE DRIVE... 108 ALLGATE DRIVE...
6. LIGHTING... 104 ALLGATE DRIVE... 108 ALLGATE DRIVE...
7. FURNITURE... 104 ALLGATE DRIVE... 108 ALLGATE DRIVE...
8. NO IMPROVEMENTS ARE PROPOSED AS PART OF THIS PLAN.

IMPERVIOUS COVERAGE SUMMARY

| | 104 ALLGATE DR | | 108 ALLGATE DR | |
|--------------------------------|----------------|----------------|----------------|----------------|
| | EXISTING | PROPOSED | EXISTING | PROPOSED |
| Total Lot Area | 28,907 SQ. FT. | 28,907 SQ. FT. | 32,377 SQ. FT. | 32,377 SQ. FT. |
| Roofs | 2,254 SQ. FT. | 2,254 SQ. FT. | 2,840 SQ. FT. | 3,940 SQ. FT. |
| Pavement | 30 SQ. FT. | 30 SQ. FT. | 80 SQ. FT. | 60 SQ. FT. |
| Driveways | 142 SQ. FT. | 142 SQ. FT. | 80 SQ. FT. | 80 SQ. FT. |
| Walkways | 1,200 SQ. FT. | 1,200 SQ. FT. | 1,200 SQ. FT. | 1,200 SQ. FT. |
| Decks | 800 SQ. FT. | 800 SQ. FT. | 1,200 SQ. FT. | 1,200 SQ. FT. |
| Other | 433 SQ. FT. | 433 SQ. FT. | 80 SQ. FT. | 80 SQ. FT. |
| Grass | 344 SQ. FT. | 344 SQ. FT. | 814 SQ. FT. | 814 SQ. FT. |
| Other | 174 SQ. FT. | 174 SQ. FT. | 280 SQ. FT. | 280 SQ. FT. |
| Driveway | 200 SQ. FT. | 200 SQ. FT. | 8,700 SQ. FT. | 8,700 SQ. FT. |
| Pond/Pool | 420 SQ. FT. | 420 SQ. FT. | 320 SQ. FT. | 620 SQ. FT. |
| Total Building Coverage | 2,398 SQ. FT. | 2,398 SQ. FT. | 2,920 SQ. FT. | 2,540 SQ. FT. |
| Total Impervious Coverage | 8,306 SQ. FT. | 7,846 SQ. FT. | 7,880 SQ. FT. | 8,230 SQ. FT. |
| Total Site Impervious Coverage | 6,034 SQ. FT. | 5,034 SQ. FT. | 13,861 SQ. FT. | 11,860 SQ. FT. |
| | 22.30% | 21.95% | 43.30% | 46.25% |

ZONING SUMMARY

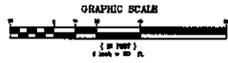
AND SPECIAL OCCUPANCY DEVELOPMENT

| OVERLAP AREA | REQUIREMENT |
|--------------------------|-----------------------------|
| MIN. LOT AREA | 20,000 SQ. FT. |
| MIN. LOT FRONT SETBACK | 20 FT. |
| MIN. FRONT SETBACK | 40 FT. |
| MIN. SIDE SETBACK | 10 FT. (20 FT. @ 100' WIDE) |
| MIN. REAR SETBACK | 20 FT. |
| MAX. BUILDING HEIGHT | 30 FT. |
| MAX. IMPERVIOUS COVERAGE | 10% |
| MAX. SIGNAGE COVERAGE | 20% |

ZONING SUMMARY

UNINCORPORATED ZONING DISTRICT

| OVERLAP AREA | REQUIREMENT |
|--------------------------|-----------------------------|
| MIN. LOT AREA | 43,800 SQ. FT. |
| MIN. LOT FRONT SETBACK | 150 FT. |
| MIN. FRONT SETBACK | 50 FT. |
| MIN. SIDE SETBACK | 10 FT. (20 FT. @ 100' WIDE) |
| MIN. REAR SETBACK | 20 FT. |
| MAX. BUILDING HEIGHT | 30 FT. |
| MAX. IMPERVIOUS COVERAGE | 10% |
| MAX. SIGNAGE COVERAGE | 20% |



SITE ENGINEERING CONCEPTS, LLC
 P.O. BOX 1992
 SOUTH EASTERN, PA 19388
 (610) 330-0040

104 & 108 ALLGATES DRIVE
 104 & 108 ALLGATES DRIVE
 HAVERTFORD, PA 19041

LOT LINE ADJUSTMENT PLAN

SHEET 1 of 1

RESOLUTION No. 2330-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Replacement fencing within Haverford Township Parks

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of ballfield lights within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within the township to install fencing at Haverford Reserve.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$6,153 of the Township's American Rescue Plan Fund allocation for the installation of fencing within Haverford Township Parks.

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2331-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Reserve Synthetic Turf Field- Replacement lights

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of ballfield lights within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within the township to replace ballfield lights on the turf field at Haverford Reserve.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$13,931.60. of the Township's American Rescue Plan Fund allocation for the replacement of 30 light bulbs and 10 ballasts on the turf field light at Haverford

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2332-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Paddock Park –resurface court

WHEREAS, Haverford Township’s direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of our paved areas within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within Paddock Park to resurface the paved area behind the basketball court.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$12,787.00. of the Township’s American Rescue Plan Fund allocation for the paving at Paddock Park.

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2333-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Grange Pickleball Courts- Sound Curtain

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of our park areas within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within Grange Park to install sound blocking curtains.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$18,062.50. of the Township's American Rescue Plan Fund allocation for the sound curtain at Grange Park.

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION NO. 2334-2023

(Submit with original or electronic signatures as part of grant application)

RESOLUTION NO. 2334-2023

MUNICIPALITY OF Haverford Township

DELAWARE COUNTY, PENNSYLVANIA

WHEREAS, Delaware County Council has established the Delco Green Ways Grant Program to be utilized by the municipalities of Delaware County; and

WHEREAS, the Delco Green Ways Conserve, Enhance, Connect or Planning and Design grants may be used by the municipality for the improvement or acquisition of recreation land or planning services for such activities; and

WHEREAS, the municipality of Haverford Township, Delaware County Pennsylvania desires to participate in the Delco Green Ways Grant Program in order to help fund Brookline Park

(project name)

WHEREAS, the municipality will have available any and all funding needed to complete this 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 10th day of October, 2023.

Municipality of Haverford Township
Delaware County, Pennsylvania

By: _____
Chairman/President

Attest: _____

The Township of Haverford
 Tabulation of Bids Received Until 10:00 AM
 Prevailing Time on September 29, 2021

HAVT09810
 PAGE 1 of 1

CONTRACT NO. T-6 (2023)
 TRAFFIC SIGNAL MAINTENANCE CONTRACT

| | |
|--|---|
| Signal Service, Inc. 1020 Adrew Drive West Chester, PA 19380 | Charles A Higgins & Sons, Inc. 310 Media Station Road Media, PA 19063 |
|--|---|

| ITEM NO. | ESTIMATED QUANTITY/UNIT | | DESCRIPTION | Signal Service, Inc. | | Charles A Higgins & Sons, Inc. | |
|--|-------------------------|---------------|---|----------------------|--------------|--------------------------------|--------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| A. REGULAR MAINTENANCE | | | | | | | |
| T-1 | 1 | LS | Regular Maintenance of Traffic Signals and Flashers for a period of two (2) years. | \$ 19,200.00 | \$ 19,200.00 | \$ 23,520.00 | \$ 23,520.00 |
| T-2 | 60 | EA | Mark out of existing underground traffic signal Infrastructure in accordance with PA Act 287 of 1984 (PA One Call). | \$ 120.00 | \$ 7,200.00 | \$ 160.00 | \$ 9,600.00 |
| B. EMERGENCY SERVICES | | | | | | | |
| T-3 | 105 | Man Hours | Skilled Labor (Service Repairman/Technician, Electrician, Equipment Operator, etc.). [Normal Time] | \$ 75.00 | \$ 7,875.00 | \$ 70.00 | \$ 7,350.00 |
| T-4 | 62 | Man Hours | Skilled Labor (Service Repairman/Technician, Electrician, Equipment Operator, etc.). [Overtime] | \$ 112.50 | \$ 6,975.00 | \$ 105.00 | \$ 6,510.00 |
| T-5 | 8 | Man Hours | Skilled Labor (Service Repairman/Technician, Electrician, Equipment Operator, etc.). [Sunday and Holidays] | \$ 150.00 | \$ 1,200.00 | \$ 140.00 | \$ 1,120.00 |
| T-6 | 10 | Man Hours | Manual Laborer (Normal Time). | \$ - | \$ 0 | \$ 45.00 | \$ 450.00 |
| T-7 | 8 | Man Hours | Manual Laborer (Overtime). | \$ - | \$ 0 | \$ 67.50 | \$ 540.00 |
| T-8 | 8 | Man Hours | Manual Laborer (Sunday and Holidays). | \$ - | \$ 0 | \$ 90.00 | \$ 720.00 |
| T-9 | 150 | Hours | Service Truck. | \$ 50.00 | \$ 7,500.00 | \$ - | \$ 0 |
| T-10 | 8 | Machine Hours | Backhoe. | \$ - | \$ 0 | \$ 55.00 | \$ 440.00 |
| T-11 | 8 | Machine Hours | Dump Truck. | \$ - | \$ 0 | \$ 15.00 | \$ 120.00 |
| T-12 | 15 | Machine Hours | Air Compressor and Accessories. | \$ - | \$ 0 | \$ 15.00 | \$ 225.00 |
| T-13 | 8 | Machine Hours | Crane Truck. | \$ 70.00 | \$ 560.00 | \$ 55.00 | \$ 440.00 |
| T-14 | 8 | Machine Hours | Auger Truck. | \$ - | \$ 0 | \$ 55.00 | \$ 440.00 |
| T-15 | 10 | Machine Hours | Roadway Trencher. | \$ - | \$ 0 | \$ 125.00 | \$ 1,250.00 |
| TOTAL BID FOR CONTRACT NO. T-6 (2023) | | | | \$49,385.00 | | \$51,675.00 | |
| Bid Security | | | | 10% Bid Bond | | 10% Bid Bond | |

We Declare this to be a true Tabulation of Bids
 Received on September 29, 2023 by the Township of Haverford
 for Contract No. T-6 (2023) Traffic Signal Maintenance Contract

Draft Print

09/29/2023 12:47:19 PM

PENNONI ASSOCIATES INC.

David Pennoni, P.E., PENNA.REG.NO. 039235-E

SECTION 00 41 13

BID FORM

PART 1 GENERAL

1.1 BID INFORMATION

- A. Bidder: Pullman SST Inc.
- B. Project Name: Haverford Township Building – Stone Veneer Replacement
- C. Project Location: 1014 Darby Road, Havertown, Pennsylvania 19083.
- D. Owner: Township of Haverford.
- E. Engineer: Wiss, Janney, Elstner Associates, Inc.
- F. Engineer Project Number: 2022.1927.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Wiss, Janney, Elstner Associates, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. One Million Eight Hundred Twenty Thousand Dollars (\$ 1,820,000.00).
 - 2. The above amount may be modified by amounts indicated by the Bidder on the attached
- B. Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract.
- C. It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as required upon the request of the Owner.

1.3 BID SECURITY

- A. The undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the Base Bid, made payable to or indemnifying the Township of Haverford, 1014 Darby Road, Havertown, PA 19083, which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved

BID FORM

00 41 13 - 2

bond, certificates of insurances, verifications forms and execute the Agreement within ten (10) days from the date of issuance of the Notice of Intent to Award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.:

1. One Hundred Eighty Two Thousand Dollars (\$ 182,000.00).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

C. Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Sum for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of intent to award, and to begin work with five (5) days after date of Notice to Proceed.

1.4 BID WITHDRAWAL

A. This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof.

1.5 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Demolition Work: Pullman SST Inc
2. Masonry Work: Pullman SST Inc
3. Sealant Work: Pullman SST Inc

1.6 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Engineer, and shall fully complete the Work within 210 calendar days.

1.7 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated N/A
2. Addendum No. 2, dated N/A
3. Addendum No. 3, dated N/A
4. Addendum No. 4, dated N/A

1.8 BID SUPPLEMENTS

A. Alternates

1. Alternate bid amounts will be either an add or a deduct dollar amount to/from the lump sum base bid.
2. Under the contract category being bid:
 - a. Fill in the amount (ADD or Deduct) for the Alternate. Where "Add/Deduct" Alternates are indicated, cross off the option Not used.

BID FORM

00 41 13 - 3

- b. Failure to make clear on the bid form, which option applies to the amount will by default make the alternate an Add Alternate. An example for a deduct Alternate: Add / Deduct \$ _____
- c. If an alternate called for does not involve a change in Bidder's price, the Bidder shall so indicate by writing "No Change, None, Zero, 0, no cost, or N/A" in one of the spaces provided. Unit P
- d. "No Bid" is an acceptable entry, but may be cause for rejection of bid. Failure to make an entry (i.e. leaving it blank) shall be conclusively treated as an entry of "No Bid" for an alternate.
- e. Leave spaces blank under the Prime Contract categories Not being bid by this Prime Contract.

Alternate No. 1 – Remove and replace sealant at coping stones on building.

~~ADD/DEDUCT~~ -

Dollars (\$ 7,100.00)

Alternate No. 2 – Remove and replace sealant at coping stones on site walls.

~~ADD/DEDUCT~~ -

Dollars (\$ 32,000.00)

Alternate No. 3 – Cut in horizontal base of wall separation joints at site walls and seal.

~~ADD/DEDUCT~~ -

Dollars (\$ 350,000.00)

Alternate No. 4 – Cut in vertical wall control joints at site walls and seal.

~~ADD/DEDUCT~~ -

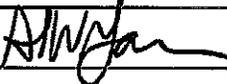
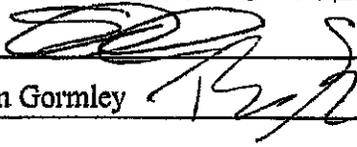
Dollars (\$ 9,300.00)

1.9 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Pennsylvania and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, induced or solicited any bidder to submit a sham bid, or colluded in any way to prevent any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

- A. Respectfully submitted this 28 day of August, 2023
- B. Submitted By: Pullman SST, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Andy Garver (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).
- F. Witnessed By: Scott Waltman (Handwritten signature).
- G. Attest:  (Handwritten signature).
- H. By: Tom Gormley (Type or print name).
- I. Title: Branch Director/Assistant Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 2227 High Hill Rd.
- K. City, State, Zip: Swedesboro, NJ 08085
- L. Phone: 856-218-7900
- M. License No.: 37081
- N. Federal ID No.: 22-3270937 (Affix Corporate Seal Here).

END OF SECTION 00 41 13



HAVERFORD TOWNSHIP MEMORANDUM

DATE: September 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Fencing-Haverford Reserve

Attached are the quotes for installing fencing and railing at Haverford Reserve Turf Field.

The quotes total \$6,153. The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner meeting on October 10, 2023.

HAVERFORD TOWNSHIP MEMORANDUM

DATE: September 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Haverford Reserve Turf-Replacement of Ballfield lights

Attached are the quotes and invoices for replacing the non-working lamps on the ballfield at Haverford Reserve Turf Field.

The project includes renting a 120 foot from Bestline Equipment (\$4,162), purchasing thirty 1500 metal halide lamps from Rittenhouse Electric (\$1,498.50), purchasing ten Ballasts from Colonial Electric (\$3,100), and Higgins Electric performing the labor (\$5,171.10). The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner meeting on October 10, 2023.



RENTAL | SALES | SERVICE

515 S. Bolmar St. • West Chester, PA 19382

610-241-3633 • WWW.BESTLINE.COM

OPEN
 MON-FRI: 7AM - 5PM
 SAT: 7AM - 12PM

Ship To: Eileen/610-446-9397
 Job Site
 9000 Parkview Dr
 Haverford, PA 19041-2030
 JOB SITE: Haverford

Invoice To: HAVERFORD TOWNSHIP
 1014 DARBY ROAD
 HAVERTOWN PA 19083

| | | |
|---------------------------|-------------------------|--------------------------|
| Branch 67 - WST CHESTR | | |
| Date 09/01/2023 | Time 12:56:57 (O) | Page 1 |
| Account No. HAVER014 | Phone No. 6104461000 | Contract No. |
| Ship Via | Purchase Order | |
| | | Salesperson TPH / TPH |

RENTAL CONTRACT

Description REQUEST #: 024239 Amount

Field Light Replacement / Higgins Electric
 120' STR BOOM DSL 1 WEEK 3700.00

Stock #: REQUEST Serial #:
 Date Out: 09/11/2023 08:00 Expected return date: 09/18/2023 08:00
 Rates: 1370.00/DAILY 3700.00/WEEK 7340.00/4WEEK

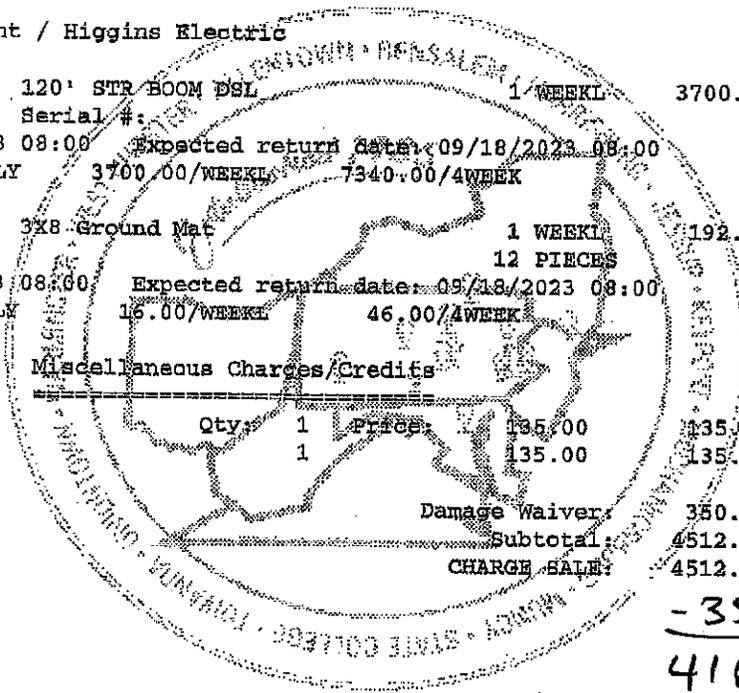
3X8 Ground Mat 1 WEEK 192.00
 12 PIECES
 Part #: 76900000
 Date Out: 09/11/2023 08:00 Expected return date: 09/18/2023 08:00
 Rates: 9.00/DAILY 16.00/WEEK 46.00/4WEEK

Miscellaneous Charges/Credits

| DELIVERY CHARGE | Qty: | Price: | | |
|-----------------|------|--------|--------|--|
| PICK UP CHARGE | 1 | 135.00 | 135.00 | |
| | 1 | 135.00 | 135.00 | |

Damage Waiver: 350.28
 Subtotal: 4512.28
 CHARGE BAL: 4512.28

-350
 4162.28



Not Included In Rental: Fuel, Cleaning, Tire Damage, and Machine Abuse
 WE CHARGE FOR ALL TIME OUT INCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS. A CLEANING CHARGE IS APPLIED ON ITEMS RETURNED UNCLEAN.
 I agree to all terms on both sides of this contract, which constitutes the entire agreement, there being no oral or other representations and acknowledge a receipt of a copy. I certify that I am of legal age if I am the customer or that I am authorized to act for the customer. Failure to return rented property according to this contract or use other than specified by this contract shall constitute unlawful conversion of the property. CAUTION, READ BEFORE SIGNING.
 DAMAGE WAIVER 9%.

X _____
 Received By

Thank You for Your Business!

RETIENHOUSE ELECTRIC SUPPLY CO
 14 RITZVIEW DRIVE
 ANDOVER, PA 19003
 (610) 649-2609 Fax (610) 649-0833

09/08/2023 | 51336621001
 BILL TO:
 RETIENHOUSE ELECTRIC
 SUPPLY CO
 14 RITZVIEW DRIVE
 ANDOVER, PA 19003
 Phone (610) 649-2609

BILL TO:
 HAVERTOWN TWSSIP PARKS &
 RECREATION
 1014 DABRY ROAD
 HAVERTOWN, PA 19083

SHIP TO:
 HAVERTOWN TWSSIP PARKS &
 RECREATION
 1014 DABRY ROAD
 HAVERTOWN, PA 19083

| Quantity | Description | Unit Price | Ext Price | Est Price |
|----------|-------------|------------|-----------|-----------|
| 32407 | 100W LAMPS | | | |
| 1 | PERKINS NOW | | | |
| | 30mm | | | |
| | 36mm | | | |
| | 49.970 | | | |
| | 1498.50 | | | |
| | Subtotal | | 1498.50 | |
| | Tax | | 8.00 | |
| | Freight | | 0.00 | |
| | Handling | | 8.00 | |
| | Amount Due | | 1498.50 | |

***Attention: Item is now OVR's on Saturdays from 8 am to 12:31 pm ***

Service is done by UPS/FEDEX.

All orders for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are not returnable.

Item descriptions may be subject to 1-30% slip change.



Original Invoice
INVOICE

| | |
|---|--------------|
| INVOICE NUMBER | INVOICE DATE |
| 15390307 | 09/14/23 |
| PLEASE REMIT PAYMENT TO | |
| Colonial Electric Supply Company, Inc. PO BOX 414664 Boston MA 02241-4564 | |

Billing Questions?
Call: THOMAS KARACKAI
484-679-2295

BILLING ADDRESS

HAVERFORD TOWNSHIP
ATTN: ACCOUNTS PAYABLE
1014 DARBY ROAD
HAVERTOWN PA 19083

SHIPPING ADDRESS

HAVERFORD TOWNSHIP
HAVERFORD TWP
9000 PARKVIEW DR
HAVERFORD PA 19041

| CUSTOMER PO | ORDER DATE | ORDERED BY | SHIP DATE | SHIPPED VIA | FREIGHT TERM | | | | |
|---------------------|---------------|--------------|--------------------------------|------------------|--------------|--------|------------|----|---------------|
| PENDING | 09/13/23 | EILEEN M. | 09/14/23 | | PPD | | | | |
| COMMENTS | CO. UNIT / WH | ENTERED BY | ACCOUNT ID | ORIGINAL INVOICE | SAI FSPERSON | | | | |
| 1500W BALLAST ORDER | 01 / DC | 9250 | H418 | 15390307 | 0001 | | | | |
| LINE | SKU | CUSTOMER SKU | DESCRIPTION | ORD QTY | SHIP QTY | BO QTY | UNIT PRICE | UM | EXTENDED AMT. |
| 10 | 78108767721 | | ADV71A6772001 1500W MH BALLAST | 2 | 2 | 0 | 310.00 | E | 620.00 |

Invoice Due By: 10/14/2023

Invoices not paid within 30 days from the billing date are subject to a late fee of 1.5% per month. All sales are subject to Colonial's standard terms and conditions of sale in effect as of the date of the placement of an order. Colonial objects to any proposed term that is inconsistent with its standard terms of sale. Colonial's current standard terms and conditions of sale can be found at <http://www.colonialelectric.com/termsofsale> or a copy can be obtained from Colonial's Customer Financial Services Dept. All terms and conditions are subject to change without notice. To ensure proper customer service, Colonial Electric records all calls for quality and training.

| | |
|------------------------|--------|
| SUBTOTAL | 620.00 |
| S&H CHGS | |
| 0.00% TAX | 0.00 |
| PAY THIS AMOUNT | 620.00 |

For a Complete List of Locations
Please Visit
www.colonialelectric.com

www.BrightLightDesignCenter.com www.AnnapolisLighting.com





Divisions of Colonial Electric:



colonial
major projects
colonialelectric.com/cmp



colonial
Teltek
colonialeteltek.com



Bright Light **Annapolis Lighting**
brightlightdesigncenter.com annapolislighting.com

Original Invoice INVOICE

| INVOICE NUMBER | INVOICE DATE |
|--|--------------|
| 15390342 | 09/14/23 |
| PLEASE REMIT PAYMENT TO | |
| Colonial Electric Supply Company, Inc. PO BOX 414564 Boston MA 02241-4564 | |

Billing Questions?
Call: THOMAS KARACKAI
484-679-2295

BILLING ADDRESS

HAVERFORD TOWNSHIP
ATTN: ACCOUNTS PAYABLE
1014 DARBY ROAD
HAVERTOWN PA 19083

SHIPPING ADDRESS

HAVERFORD TOWNSHIP
HAVERFORD TWP
9000 PARKVIEW DR
HAVERFORD PA 19041

| CUSTOMER PO | ORDER DATE | ORDERED BY | SHIP DATE | SHIPPED VIA | FREIGHT TERM | | | | |
|------------------|---------------|--------------|--------------------------------|------------------|--------------|--------|------------|----|--------------|
| PENDING | 09/13/23 | EILEEN M | 09/14/23 | | PPD | | | | |
| COMMENTS | CO. UNIT / WH | ENTERED BY | ACCOUNT ID | ORIGINAL INVOICE | SALESPERSON | | | | |
| 1500W BALLAST QT | 01 / 01 | 9250 | H418 | 15390342 | 0001 | | | | |
| LINE | SKU | CUSTOMER SKU | DESCRIPTION | ORD QTY | SHIP QTY | BO QTY | UNIT PRICE | UM | EXTENDED AMT |
| 10 | 78108767721 | | ADV71A6772001 1500W MH BALLAST | 8 | 8 | 0 | 310.00 | E | 2480.00 |

*Haverford
Receives
Lights*

Invoice Due By: 10/14/2023

Invoices not paid within 30 days from the billing date are subject to a late fee of 1.5% per month. All sales are subject to Colonial's standard terms and conditions of sale in effect as of the date of the placement of an order. Colonial objects to any proposed term that is inconsistent with its standard terms of sale. Colonial's current standard terms and conditions of sale can be found at <http://www.colonialelectric.com/termsandsale> or a copy can be obtained from Colonial's Customer Financial Services Dept. All terms and conditions are subject to change without notice. To ensure proper customer service, Colonial Electric records all calls for quality and training.

| | |
|------------------------|----------------|
| SUBTOTAL | 2480.00 |
| S&H CHGS | |
| 0.00% TAX | 0.00 |
| PAY THIS AMOUNT | 2480.00 |

For a Complete List of Locations
Please Visit
www.colonialelectric.com

www.BrightLightDesignCenter.com www.AnnapolisLighting.com

Accepted By

CARL

Charles A. Higgins & Sons, Inc.

Po Box 647
Media PA 19063
Electrical Contractor

Invoice

| Date | Invoice # |
|-----------|-----------|
| 9/22/2023 | 59373 |

| |
|---|
| Bill To |
| HAVERFORD TOWNSHIP ATTN: EILEEN MOTTOLA 2325 DARBY ROAD HAVERFORD PA 19041 |

| P.O. No. | Terms | Due Date | Project |
|----------|--------|------------|------------|
| | Net 30 | 10/22/2023 | rec center |

| Description | Qty | Rate | Amount |
|--|-----|--------|----------|
| JOB LOCATION: REC CENTER, 9000 PARKVIEW DRIVE JOB: RESERVE FIELD LIGHTS A) SUPPLIED 2M TO REPAIR FIELD LIGHTS B) CUSTOMER SUPPLY LIGHTS & BULBS | | | |
| 140' OF RHW WIRE | 140 | 2.62 | 366.80 |
| 1500 WATT METAL BALLAST | 1 | 255.60 | 255.60 |
| 20 AMP MIDGET FUSES | 6 | 11.45 | 68.70 |
| LABOR - 2 MEN FOR 8 HOURS ON 9/11/2023 | 8 | 140.00 | 1,120.00 |
| LABOR - 2 MEN FOR 8 HOURS ON 9/12/2023 | 8 | 140.00 | 1,120.00 |
| LABOR - 2 MEN FOR 8 HOURS ON 9/14/2023 | 8 | 140.00 | 1,120.00 |
| LABOR - 2 MEN FOR 8 HOURS ON 9/15/2023 | 8 | 140.00 | 1,120.00 |
| NOTE: WAITING ON SIEMENS RELAY | | | |

| | | |
|--|-------------------------|------------|
| It's been a pleasure working with you! | Subtotal | \$5,171.10 |
| | Sales Tax (6.0%) | \$0.00 |
| | Balance Due | \$5,171.10 |

Thank you for your business. Please forward payment to above address. Call the office to pay by Credit card. We accept Master Charge & Visa Credit Cards.

| Phone # | Fax # |
|--------------|--------------|
| 610-566-3700 | 610-566-1409 |

HAVERFORD TOWNSHIP MEMORANDUM

DATE: September 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Paddock Park paving

Attached is the quote for paving the fenced area next to the basketball court at Paddock Park

The work will include leveling all depressed areas and installing compact 2” of wearing course. The work will be done by Tarquini and Sons Paving Company and Sons. We received two quotes and Tarquini was the lowest. The estimate for the work is \$12,787.00. The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner meeting on October 10, 2023.

J. Tarquini and Sons Paving Co

504 EAGLE RD
SPRINGFIELD, PA 19064
(610)853-4985
abtarquini@gmail.com

Estimate

ADDRESS

Jason O'Brien
Haverford Township
1014 Darby Rd
Havertown, PA 19083
610.636.2186

ESTIMATE # 4254

DATE 08/30/2023

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|------|-----------|
| Paddock Park. 210 W. Hillcrest ave | | | |
| Install:Resurface Lot Cut and remove all keys, edges and loose areas. Level off all depressed areas Install and compact 2" of wearing course Township responsible for removing all weeds, removing and replacing fence, backfilling and grading all disturbed grass areas | 6,730 | 1.90 | 12,787.00 |
| permit price does not include permit | 1 | 0.00 | 0.00 |

TOTAL **\$12,787.00**

Accepted By

Accepted Date

HAVERFORD TOWNSHIP MEMORANDUM

DATE: Sept. 27, 2023
TO: David R. Burman, Township Manager
FROM: Brian Barrett – Director of Parks and Recreation
SUBJECT: Sound curtains for Grange pickleball courts

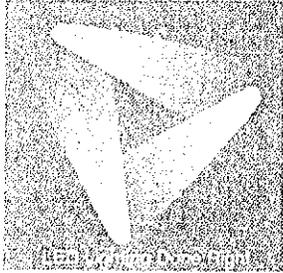
Attached is a quote from JMC Lighting LLC for sound proofing curtains for Grange Pickle Ball courts. The curtains will cover 250' of fencing in panels 8.5' x 3'. The quote is for \$18,062.50.

The funding for this comes from the ARPA

If there are any questions, I will be on hand for the Board of Commissioner work session.

JMC Lighting LLC

ACOUSTICS NOISE REDUCTION



Invoice 8393

September 27, 2023

Haverford Township
1 Hilltop Road
Havertown, PA. 19083
ATTN: Brain Barrett, Director of Park
and Recreation

| Description | Quantity | Unit Price | Cost |
|--|----------|------------|--------------|
| SOUND PROOFING CURTAINS NOICE BARRIER W/QUILTED ABSORBER ON ONE SIDE AND ALL EDGES BOUND W/GORE TENERA THREAD, PVS MESH TARPULIN, FABRICATED W/GROMMETS ACROSS THE TOP AND BOTTOM, COLOR FORREST GREEN AND BLACK | | | \$18,062.50 |
| 250 FT 8 by 6 inches | | | |
| | | | |
| 10% Deposit | | | (\$1,806.25) |
| Shipping Included | | | |
| | | | |
| Remaining Balance | | Total | \$16,256.25 |

Terms and Conditions

Payment To:
JMC Lighting LLC
29 Kilkenny Ct
Alameda, CA 94502
415-518-8862

Scope of Work:

JMC Lighting LLC will deliver 250FT. of The Pickle Noise Block Sound Proofing Curtains. The delivery will start at the agreed upon time or no more than 4 to 6 weeks from contract date. JMC Lighting follows all OSHA Standards and Regulations.

Warranties:

5 years on Materials.

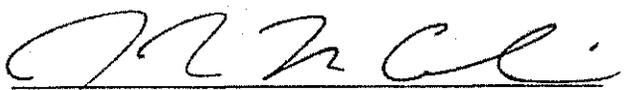
Terms:

The Customer will receive a final invoice upon receiving The Pickle Noise Block Sound Proofing Curtains. A 10% down payment is required before shipping. The balance is due 10 days after delivery. I, the Customer, understand and agree to all of Terms and Conditions stated on this agreement by signing. I, the Customer, have read and understood the Terms stated and agree to the total price and quantity of materials for this project. The price in this proposal/agreement may be subject to change upon additional work, change order and /or specific material ordered by the customer.

Pricing is good for 90 Days from September 27, 2023.

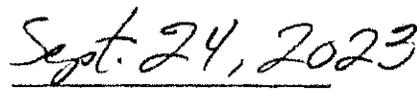
- Thank you for the opportunity to serve The Pickle Ball Project.

Customer Signature



Joshua M. Conlin
JMC Lighting LLC
415-518-8862
conlinjoshuam@gmail.com
www.jmclightingllc.com

Date



Date

EXECUTIVE SESSION – 6:15 P.M. - Personnel, Real Estate and Legal Matters

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS

REGULAR MEETING AGENDA

TUESDAY, OCTOBER 10, 2023 AT 7:00 PM

1. Opening of Meeting

- a. Roll Call
- b. Pledge of Allegiance

2. Announcement

The Board of Commissioners will conduct a Special Meeting on Monday, October 30th at 7 PM to consider awarding contracts for the Library Renovation and Expansion Project and to consider the 2nd reading of an Ordinance authorizing the acquisition of 1 Mill Road.

**3. Proclamations – Brookline Baseball Champions
Fire Prevention Week**

4. Invited Guest: District Attorney Jack Stollsteimer

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

6. Township Auditor Update

7. Approval of Minutes Regular Meeting Minutes of September 11, 2023

Motion: to approve the Regular Meeting Minutes of September 11, 2023.

Voting order 1 2 3 5 7 8 9 4 6

8. Approval of Warrants

Motion: to approve the following warrant #10-2023 totaling \$4,717,959.43

General & Sewer fund Payroll for September 14, 2023 in the amount of \$747,528.64

General & Sewer fund Payroll for September 28, 2023 in the amount of \$763,515.70

General Fund disbursements #10-2023 in the amount of \$2,178,391.65

Sewer Fund disbursements #10-2023 in the amount of \$152,119.17

**Community Development Block Grant Fund disbursement #10-2023
in the amount of \$34,252.53**

Capital Projects Fund disbursement #10-2023 in the amount of \$85,484.17

American Rescue Plan Fund disbursement #10-2023 in the amount of \$161,831.88

DEBT SERVICE 2023 A SERIES BONDS #10-2023 in the amount of \$392,114.01
DEBT SERVICE 2023 B SERIES BONDS #10-2023 in the amount of \$190,026,76
Credit Card Statement ending September 27, 2023 in the amount of \$12,694.92

Voting order 1 2 3 5 7 8 9 4 6

9. Ordinance No. P10-2023 Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P10-2023 establishing and rescinding traffic restrictions on the following highways:

Special Purpose Parking Zones

ESTABLISH:

In front of 1531 Dorchester Road

RESCIND:

In front of 2545 Rosemont Avenue

Voting order 1 2 3 5 7 8 9 4 6

10. Ordinance No. P11-2023 Acquisition of 1 Mill Road (1st Reading)

Motion: to adopt the first reading of Ordinance No. P11-2023 authorizing the acquisition of 1 Mill Road, Havertown, Pa, by deed in lieu of condemnation subject to review, acceptance and approval of the final agreement by the Township Solicitor and by the Township Manager.

Voting order 1 2 3 5 7 8 9 4 6

11. Amend Chapter 182- Zoning/Adding Section 734 "Limited Municipal Exemption"

Motion: to forward draft language to the Haverford Township and Delaware County Planning Commission for comment amending Chapter 182, Zoning, Article VII, Supplemental Regulations, adding Section 734 regarding a limited municipal exemption, also subject to the required public hearing prior to formal introduction by the Board of Commissioners.

Voting order 1 2 3 5 7 8 9 4 6

**12. Resolution No. 2328-2023 Plan Revision for New Land Development –
4008 Darby Road**

Motion: to adopt Resolution No. 2328-2023 that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the “Official Sewage Facilities Plan” of the Township of Haverford for New Land Development for property located at 4008 Darby Road.

Voting order 1 2 3 5 7 8 9 4 6

13. Resolution No. 2329-2023 Lot Line Change – 104 and 108 Allgates Drive

Motion: to adopt Resolution No. 2329-2023 the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission are hereby adopted and the Lot Line Adjustment Plan for Edmund & Michele Grant, 104 & 108 Allgates Drive, Haverford Township, Delaware County, dated April 28, 2023, and last revised on August 11, 2023, is approved subject to compliance with the recommendations described hereinabove.

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2330-2023 ARPA – Haverford Reserve Replacement Fence

Motion: to adopt Resolution No. 2330-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$6,153.00 of the Township’s American Rescue Plan Fund authorizing the installation of fencing within Haverford Reserve Park.

Voting order 1 2 3 5 7 8 9 4 6

**15. Resolution No. 2331-2023 ARPA – Haverford Reserve Ballfield Replacement
Lights**

Motion: to adopt Resolution No. 2331-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$13,931.60 of the Township’s American Rescue Plan Fund allocation for the replacement of 30 light bulbs and 10 ballasts on the turf field light at Haverford Reserve.

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2332-2023 ARPA – Paddock Park – Paving

Motion: to adopt Resolution No. 2332-2023, that the Board of Commissioners of Haverford Township hereby approves the use of \$12,787.00. of the Township’s American Rescue Plan Fund allocation for the paving at Paddock Park.

Voting order 1 2 3 5 7 8 9 4 6

17. Resolution No. 2333-2023 ARPA – Grange Pickle Ball Court Sound Proof Curtains

Motion: to adopt Resolution No. 2233-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$18,062.50. of the Township’s American Rescue Plan Fund allocation for the sound curtains at Grange Park.

Voting order 1 2 3 5 7 8 9 4 6

18. Resolution No. 2334-2023 Delco Green Ways Grant Program Application

Motion: to adopt Resolution No. 2334-2023 authorizing Brian Barrett, Director, Parks and Recreation Department to file application with the Delaware County Delco Ways Grants Program to help fund Brookline Park.

Voting order 1 2 3 5 7 8 9 4 6

19. Resolution No. 2335-2023 Announcement of Public Hearing

Motion: to adopt Resolution 2335-2023 announcing a public hearing regarding proposed amendments to Chapter 160, Land Development and Subdivision and Chapter 157, Streets and Sidewalks, requiring the installation of sidewalks as a subdivision or land development requirement. Said hearing will be held on Monday, November 13, 2023 at 6:15pm at the Haverford Township Administration Building, 1014 Darby Road, Havertown, Pennsylvania.

Voting order 1 2 3 5 7 8 9 4 6

20. Women & Minority Business Enterprises. (WMBE) Economic Development Grant Program–Recommendations presented to the Board of Commissioners

Motion: to accept recommendations to award (10) \$10,000.00 Grants to Women & Minority Business owners; as announced.

Voting order 1 2 3 5 7 8 9 4 6

21. Contract Awards

Township Building Façade

Motion: to reject all bids for the Façade Replacement Project.

Voting order 1 2 3 5 7 8 9 4 6

22. Purchases

Parks & Recreation

Fencing – Haverford Reserve

Motion: to authorize the purchase of installation and railing at Haverford Reserve Turf Field, in the amount of \$6,153.00, from FenCo, Inc., West Chester, PA.

Voting order 1 2 3 5 7 8 9 4 6

Replacement of Ballfield Lights – Haverford Reserve

Motion: to authorize the purchase and installation of replacement ballfield lights at the Haverford Reserve Turf field:

The project includes renting a 120-foot boom from Bestline Equipment, West Chester, PA, in the amount of \$4,162.00, purchase thirty 1500 metal halide lamps from Rittenhouse Electric Supply Co., Ardmore, PA, in the amount of \$1,498.50, purchase ten Ballasts from Colonial Electric, King of Prussia, PA, in the amount of \$3,100.00 and labor to be performed by Charles A. Higgins, Media, PA, in the amount of \$5,171.10.

Voting order 1 2 3 5 7 8 9 4 6

Paddock Park – Paving

Motion: to authorize the repaving of the surface behind the basketball court at Paddock Park, in the amount of \$12,787.00. Work to be completed by J. Tarquini and Sons Paving Co, Springfield, PA.

Voting order 1 2 3 5 7 8 9 4 6

Grange Park – Pickle Ball Courts – Sound Proof Curtains

Motion: to authorize the purchase of sound proofing curtains for Grange Pickle Ball Courts, from JMC Lighting, LLC, Alameda, CA, in the amount of \$18,062.50.

Voting order 1 2 3 5 7 8 9 4 6

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

24. New business

25. Other business

**DEADLINE FOR SUBMISSION OF RESUMES FOR REORGANIZATION –
WEDNESDAY, NOVEMBER 22nd**

26. Adjourn

EXECUTIVE SESSION – 6:15 P.M. - Personnel, Real Estate and Legal Matters

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS

REGULAR MEETING AGENDA MINUTES

TUESDAY, OCTOBER 10, 2023 AT 7:00 PM

1. **Opening of Meeting** – President of the Board, Larry Holmes, Esq., opened the meeting. The Board met in Executive Session after the Work Session on October 2, 2023 to discuss Personnel matters.

The Board met in Executive Session prior to the meeting to discuss Personnel, Real Estate and Legal Matters.

- a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: Aimee M. Cuthbertson, CPA, Assistant Township Manager, Ross Anderson, CPA, Township Auditor, John F. Walko, Esq., Township Solicitor, Chief John Viola, Dan Mariani, Public Works Director, Brian Barrett, Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Township Engineer

- b. **Pledge of Allegiance**

2. **Announcement**

The Board of Commissioners will conduct a Special Meeting on Monday, October 30th at 7 PM to consider awarding contracts for the Library Renovation and Expansion Project and to consider the 2nd reading of an Ordinance authorizing the acquisition of 1 Mill Road.

3. **Proclamations** – Brookline Baseball Champions Proclamation was presented by Commissioner Quinn

Fire Prevention Week Proclamation was read aloud by Commissioner Wechsler

4. **Invited Guest:** District Attorney Jack Stollsteimer

District Attorney Stollsteimer highlighted two major initiatives in Delaware County; specifically - Haverford and Upper Darby Townships. Congresswoman Scanlon help to fund a Mental Illness Initiative dedicated and staffed by mental health professionals.

County Council has earmarked \$40 million dollars to do major construction at the County Jail.

5. **Citizens Forum – 20 Minutes Registered Speakers – 20 Minutes Agenda Items Only**

The following residents all raised their concerns regarding the Polo Field Agreement (the Agreement that no one has seen, Maintenance of the field usage and cutting of trees):
Haverford Township and Lower Merion Township:

Kathy Case – 121 County Line Road
Peter Landry – 757 Polo Road

Mia Brower – 123 County Line Road

The following residents raised their concerns regarding the Pickleball Court at Paddock Park (noise, hiring a sound engineer, need for one sided parking on Colfax and sound proof curtains):

Jim DiMarco – 301 Colfax Road

Al DelMonte – 217 Colfax Road

Paul Kelly – 303 Colfax Road

END OF REGISTERED SPEAKERS

No one spoke during Agenda Items.

Responses: Commissioner Cavender stated that she would address the Polo Field later in the meeting.

Mr. Barrett addressed the Pickleball Court noise: He indicated that there is a significant reduction in sound. Consideration is being given to place them on the Merrybrook Road side. We cannot eliminate the sound.

Commissioner Trombetta thanked everyone for coming out tonight with their Pickleball noise concerns. This has been a very challenging issue.

6. Township Auditor Update – Mr. Anderson reviewed the warrants and found no irregularities.

7. Approval of Minutes Regular Meeting Minutes of September 11, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Trombetta to approve the Regular Meeting Minutes of September 11, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to approve the following warrant #10-2023 totaling \$4,717,959.43

General & Sewer fund Payroll for September 14, 2023 in the amount of \$747,528.64

General & Sewer fund Payroll for September 28, 2023 in the amount of \$763,515.70

General Fund disbursements #10-2023 in the amount of \$2,178,391.65

Sewer Fund disbursements #10-2023 in the amount of \$152,119.17

Community Development Block Grant Fund disbursement #10-2023

in the amount of \$34,252.53

Capital Projects Fund disbursement #10-2023 in the amount of \$85,484.17

American Rescue Plan Fund disbursement #10-2023 in the amount of \$161,831.88
DEBT SERVICE 2023 A SERIES BONDS #10-2023 in the amount of \$392,114.01
DEBT SERVICE 2023 B SERIES BONDS #10-2023 in the amount of \$190,026.76
Credit Card Statement ending September 27, 2023 in the amount of \$12,694.92

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Ordinance No. P10-2023 Traffic (2nd Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt the second reading of Ordinance No. P10-2023 establishing and rescinding traffic restrictions on the following highways:

Special Purpose Parking Zones

ESTABLISH:

In front of 1531 Dorchester Road

RESCIND:

In front of 2545 Rosemont Avenue

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P11-2023 Acquisition of 1 Mill Road (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P11-2023 authorizing the acquisition of 1 Mill Road, Havertown, Pa, by deed in lieu of condemnation subject to review, acceptance and approval of the final agreement by the Township Solicitor and by the Township Manager.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Amend Chapter 182- Zoning/Adding Section 734 "Limited Municipal Exemption"

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Trombetta to forward draft language to the Haverford Township and Delaware County Planning Commission for comment amending Chapter 182, Zoning, Article VII, Supplemental

Regulations, adding Section 734 regarding a limited municipal exemption, also subject to the required public hearing prior to formal introduction by the Board of Commissioners.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Resolution No. 2328-2023 Plan Revision for New Land Development –
4008 Darby Road

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to adopt Resolution No. 2328-2023 that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the “Official Sewage Facilities Plan” of the Township of Haverford for New Land Development for property located at 4008 Darby Road.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Resolution No. 2329-2023 Lot Line Change – 104 and 108 Allgates Drive

Motion made by Commissioner Cavender and seconded by Commissioner McCloskey to adopt Resolution No. 2329-2023 the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission are hereby adopted and the Lot Line Adjustment Plan for Edmund & Michele Grant, 104 & 108 Allgates Drive, Haverford Township, Delaware County, dated April 28, 2023, and last revised on August 11, 2023, is approved subject to compliance with the recommendations described hereinabove.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2330-2023 ARPA – Haverford Reserve Replacement Fence

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to adopt Resolution No. 2330-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$6,153.00 of the Township’s American Rescue Plan Fund authorizing the installation of fencing within Haverford Reserve Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. Resolution No. 2331-2023 ARPA – Haverford Reserve Ballfield Replacement Lights

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to adopt Resolution No. 2331-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$13,931.60 of the Township’s American Rescue Plan Fund allocation for the replacement of 30 light bulbs and 10 ballasts on the turf field light at Haverford Reserve.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2332-2023 ARPA – Paddock Park – Paving

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to adopt Resolution No. 2332-2023, that the Board of Commissioners of Haverford Township hereby approves the use of \$12,787.00. of the Township’s American Rescue Plan Fund allocation for the paving at Paddock Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Resolution No. 2333-2023 ARPA – Grange Pickle Ball Court Sound Proof Curtains

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2233-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$18,062.50. of the Township’s American Rescue Plan Fund allocation for the sound curtains at Grange Park.

Roll Called.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart and Trombetta.

Commissioners Wechsler and Holmes voted No.

18. Resolution No. 2334-2023 Delco Green Ways Grant Program Application

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2334-2023 authorizing Brian Barrett, Director, Parks and Recreation Department to file application with the Delaware County Delco Ways Grants Program to help fund Brookline Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

19. Resolution No. 2335-2023 Announcement of Public Hearing

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to adopt Resolution 2335-2023 announcing a public hearing regarding proposed amendments to Chapter 160, Land Development and Subdivision and Chapter 157, Streets and Sidewalks, requiring the installation of sidewalks as a subdivision or land development requirement. Said hearing will be held on Monday, November 13, 2023 at 6:15pm at the Haverford Township Administration Building, 1014 Darby Road, Havertown, Pennsylvania.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

20. Women & Minority Business Enterprises. (WMBE) Economic Development Grant Program–Recommendations presented to the Board of Commissioners

Motion made by Commissioner Gondek and seconded by Commissioner Trombetta to accept recommendations to award (10) \$10,000.00 Grants to Women & Minority Business owners; as announced.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

21. Contract Awards

Township Building Façade

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to reject all bids for the Façade Replacement Project.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

22. Purchases

Parks & Recreation

Fencing – Haverford Reserve

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the purchase of installation and railing at Haverford Reserve Turf Field, in the amount of \$6,153.00, from FenCo, Inc., West Chester, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Replacement of Ballfield Lights – Haverford Reserve

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the purchase and installation of replacement ballfield lights at the Haverford Reserve Turf field:

The project includes renting a 120-foot boom from Bestline Equipment, West Chester, PA, in the amount of \$4,162.00, purchase thirty 1500 metal halide lamps from Rittenhouse Electric Supply Co., Ardmore, PA, in the amount of \$1,498.50, purchase ten Ballasts from Colonial Electric, King of Prussia, PA, in the amount of \$3,100.00 and labor to be performed by Charles A. Higgins, Media, PA, in the amount of \$5,171.10.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Paddock Park – Paving

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the repaving of the surface behind the basketball court at Paddock Park, in the amount of \$12,787.00. Work to be completed by J. Tarquini and Sons Paving Co, Springfield, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Grange Park – Pickle Ball Courts – Sound Proof Curtains

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to authorize the purchase of sound proofing curtains for Grange Pickle Ball Courts, from JMC Lighting, LLC, Alameda, CA, in the amount of \$18,062.50.

Roll Called.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Commissioners Wechsler and Holmes voted No.

23. Continuation of Citizen’s Forum for Non-Agenda Items

The following residents all spoke on the Polo Field:

Kathy Case – upset about the plan. Huge problems already.

Lynn Elliott – trees being cut down, the bus drop-off and the need for residents to have trust in the board. Urged board to vote no on the agreement with Lower Merion.

Kathleen Sheridan – she also spoke on the unseen agreement.

The following residents continued to speak on noise concerns at the Pickleball Court

Paul Kelly and Jim DeMarco

A 13-year resident spoke against the new store, One Stop Shop that opened on Darby Road. This is a downturn for the township. Children are wandering by; including her children.

Todd Hall – Country Club Lane

Mr. Hall requested the board to consider adopting an ordinance prohibiting gas leaf blowers. This is an environmental concern. He also requested that the board announce the leaf collection schedule during a meeting.

Rosalind Spiegel – 734 Preston Avenue

Ms. Spiegel announced that October is Physical Disability Month.

24. New business

Commissioner Wechsler provided the September Bureau of Fire Report.

Commissioner Cavender made a motion and was seconded by Commissioner Trombetta to adopt Resolution No. 2336-2023 condemning all acts of terrorism in Israel and calls for an immediate cessation of violence to ensure the safety and security of all people in the region.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

25. Other business

1st Ward Commissioner Brian Gondek, Esq.

Commissioner Gondek spoke on the civilians that were massacred in Israel.

He offered his thank you to all the staff and volunteers for Haverford Township Day.

He thanked the Police Department, First Responders, EMS and all the volunteer firefighters. He also reminded everyone to please get a FLU Shot.

There is one more week for the Shade Tree Lottery.

Upcoming 1st Ward Events:

West Gate Hills Civic Association will hold their Halloween Festivities/Movie night on October 13, 2023.

1st Ward Constituent Meeting will be held in the Commissioners Meeting Room on October 26th.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D.

Commissioner Forste-Grupp thanked Commissioner Cavender for introducing the Peace in the Middle East Resolution.

Haverford Township Day was a great day.

November 14th will be the Dewey Decimal 5K Run/1 Mile Walk.

She thanked the Public Works Department for renovating an old SEPTA bus that will be used as a mobile traveling library while the current library is under renovations. She also announced that the continuation of the Pennsy Trail is in the process. She offered her thanks to former Commissioner Mario Oliva and former Parks and Recreation Director Tim Denny.

Llanerch Fire Company's Open House will be this Friday at 6:30 p.m.

3rd Ward Commissioner Kevin McCloskey, Esq.

Upcoming Events

Commissioner McCloskey announced that Oakmont Fire Company's Open House will be Friday at 6:30.

Oakmont Civic Association Halloween Parade will begin 10:30 a.m. at Grasslyn Field on October 28th.

October 14th will be the Kelly Music Festival dedicated to First Responders.

Commissioners McCloskey and Trombetta will hold their constituent meeting on October 23rd at 7:00 p.m. in this room.

He thanked everyone involved in Haverford Township Day.

5th Ward Commissioner Laura Cavender

Commissioner Cavender thanked 5th Ward Residents for coming out tonight and for the last 18 months. She understands everyone's doubts. The draft agreement has been continually revised and will be completed.

7th Ward Commissioner Conor Quinn

Commissioner Quinn offered prayers for Israel.

This year's Billy Lake ALS Basketball Marathon will be held this Saturday at Msgr. Bonner from 8 – 5 p.m.

Another successful Haverford Township Day; including the Meatball Eating Contest.

He also announced progress on the Pennsy Trail.

8th Ward Commissioner Gerry Hart, M.D.

Grange Park News: Commissioner Hart announced that a new piece of playground equipment will be installed, slope renovation, installation of new basketball backboards and resurfacing/pacing of the court. On October 12th he, Brian Barrett and others will be meeting at the Pavilion.

October 13th will be Movie Night at the Grange.

October 13th will be Octoberfest at Nitre Hall from 7 – 10.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler thanked everyone involved in coordinating and the final clean-up of Haverford Township Day.

Bon Air Fire Company will hold their Open House on October 13, 2023 and they will be holding a Food Drive from 12:00 to 2:30. He thanked all the fire companies for visiting schools and day cares to teach fire safety.

He reminded everyone to not light candles on the second floor of your home.

4th Ward Commissioner Judy Trombetta

Commissioner Trombetta thanked Commissioner Cavender for initiating the Resolution in support of Israel in light of the recent terrorist attacks.

Paddock Civic Association will hold their Fall Fest on October 28th from 1:45 – 5 p.m.

6th Ward Commissioner Larry Holmes, Esq.

Commissioner Holmes was glad to hear that during Haverford Township day, all businesses in the township 50 years or more were recognized.

This is an Election year, vote the right people in office.

26. All Commissioners agreed to adjourn.

MINUTES

**SPECIAL MEETING
Board of Commissioners
Commissioners Meeting Room**

**October 30, 2023
Monday, 7:00 p.m.
Township of Haverford**

1. Opening of Meeting – President of the Board, Larry Holmes, opened the meeting.
 - a. Roll Call – All Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.
 - b. Pledge of Allegiance

2. Citizens Forum – 20 MINUTES – AGENDA ITEMS ONLY

Todd Hall – 2nd Ward Resident

Mr. Hall is concerned about the cost, use of the library and to please keep careful watch on spending.

Jim Hazelton

The library dollars don't add up.

Monet Riley – 9th Ward Commissioners Candidate

Kids have a place to go and residents want to live here.

Bob Brennan

Library renovation is a great idea but dollar wise, it is too high. The house purchase is also a big mistake for only 11 spaces.

Joe Lynch

Mr. Lynch is against the library cost and the traffic that will be generated on Mill Road. The economics don't make sense.

Fran McHugh

Ms. McHugh wants to know what the cap is on spending?

Diane Amateo – Earlington Road

Ms. Amateo stated that the first renovations at the library were in 1979. This location is the heart of the community and supports library renovations.

Ms. Ander fully supports the library. All her children used it regularly.

END OF REGISTERED SPEAKERS

RESPONSES TO CITIZENS FORUM

Commissioner Holmes also indicated that we needed 10 spaces for Zoning Hearing Board Approval. We are not limited to 11 spaces.

The CAP: We will budget and have a contingency. The Bond is for \$25,000,000 which does include other projects. \$21.8 cost includes money that we have received from ARPA (\$3 million) and Grants (\$3 million).

Commissioner Gondek also tried to explain the budget financial process.

Mr. Ken Matthews does not foresee any problems with the Responsible Contractors Ordinance.

Commissioner Quinn also raised concerns on more cars travelling within the area streets and if trees will be planted between the parking lot and the homeowner next door.

3. Contract Awards for the Library Renovation and Expansion Project

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Trombetta to award the General Construction Contract to Rycon Construction, Inc. of Philadelphia, PA in the amount of \$10,019,465; submitting the lowest responsible bid.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Cavender to award the Plumbing and Fire Protection Construction Contract to Dolan Mechanical, Inc. of Sicklerville, NJ in the amount of \$933,000; submitting the lowest responsible bid.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Wechsler to award the HVAC Construction Contract to Dolan Mechanical, Sicklerville, NJ in the amount of \$2,276,000; submitting the lowest responsible bid.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Hart to award the Electrical Construction Contract to AJM Electric, Inc. of Chester, PA in the amount of \$1,635,830; submitting the lowest responsible bid.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

4. Ordinance No. P11-2023 Acquisition of 1 Mill Road (2nd Reading)

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Trombetta to adopt the second reading of Ordinance No. P11-2023 authorizing the acquisition of 1 Mill Road, Havertown, Pa, by deed in lieu of condemnation; subject to review, acceptance and approval of the final agreement by the Township Solicitor and by the Township Manager.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

5. All Commissioners agreed to 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 our young athletes in the community; and

WHEREAS, the Board of Commissioners wish to applaud and congratulate

Brookline Baseball 12 Year Old Team - Cooperstown World Champs

WHEREAS, the Brookline Baseball & Softball Organization has been around in Havertown since 1967. The organization has been sending 12-year-old tournament teams to Cooperstown the past 17 years as a Brookline Career finale. These players have been together since they were 4 years old - in tee ball and playing together as a team since they were 7 years old. Over the years, there were some minor changes in players but the majority of 12 boys and 4 coaches have been together for 6 years; and

WHEREAS, while sending teams to Cooperstown, they have had some successful runs over the years with 2 runner up finishes. **This year was special – UNDEFEATED WORLD CHAMPIONS; and**

WHEREAS, ending last year's summer tournament season, coaches knew this team was special - winning their final 2 tournaments at Deep Run Little League in PA and The Make-a-Wish tournament in Monroe Township, NJ; and

WHEREAS, this year's 12-year-old Summer League was even more successful! They entered 6 tournaments - winning 4 Championships and two 2nd Place Finishes. The summer season ended with a 30-6-1 record. They also finished their last 8 tournaments together with 6 championships and 2 runner up finishes; and

WHEREAS, the final Championship was the finale where they went 8-0 at Cooperstown Baseball World defeating teams from Massachusetts, Florida, California, Canada, New York and a Travel Program from New England in the Championship.

CONGRATULATIONS TO THE FOLLOWING TEAM AND COACHES:

Players:

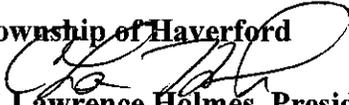
| | |
|----------------|----------------------|
| Griffin Lane | Owen Connolly |
| Ryan Locher | Dean Connolly |
| Ayden Kelly | Ryan O'Conor |
| John Doemling | Gavin Jacobs |
| Jake Ely | Jayden Raffensperger |
| Danny Pedersen | Grant Jennings |

Coaches:

Jeff Lane, Head Coach
Jerry Doemling
Jared Jacobs
Dave Raffensperger

Proclaimed this 10th day of October, 2023.

Township of Haverford

By:  C. Lawrence Holmes, President


Attest: David R. Burman, Township Manager

**IN RECOGNITION AND APPRECIATION
TO ALL
HAVERFORD TOWNSHIP VOLUNTEER FIREFIGHTERS**

Whereas, Fire Prevention Week was started by the National Fire Protection Association (NFPA) in 1922 to commemorate the Great Chicago Fire of 1871. Fire Prevention Week teaches children and adults how to stay safe in the event of a fire. In 1925, President Calvin Coolidge proclaimed the first National Fire Prevention Week to occur from October 4th through October 10, 1925; and

Whereas, in keeping with yearly acknowledgement, this year's Fire Prevention Week theme is:

**“COOKING SAFETY STARTS WITH YOU
PAY ATTENTION TO FIRE SAFETY”**

**FIRE PREVENTION WEEK
SUNDAY, OCTOBER 8, 2023
AND ENDS ON
SATURDAY, OCTOBER 14, 2023**

NOW, therefore be it Proclaimed, that the Board of Commissioners thank all the five fire company's:

Llanerch, Brookline, Manoa, Oakmont and Bon Air

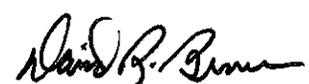
for answering the “selfless call” and educating youths and adults in Haverford Township of all Fire Prevention procedures.

Proclaimed this 10TH day of October, 2023.

Township of Haverford Board of Commissioners


By: C. Lawrence Holmes, President


William F. Wechsler, Chair, Fire EMS


Attested by: David R. Burman, Township Manager

**HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, SEPTEMBER 11, 2023 AT 7:00 PM**

1. **Opening of Meeting** – Commissioner Holmes, President, opened the meeting and indicated that the Board met in Executive Session prior to the meeting to discuss Personnel, Litigation and a Real Estate Matter.
 - a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, Kailie Melchior, Esq., Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Deputy Chief Joe Hagan, Paramedic Chief Jim McCans, Brian Barrett, Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Pennoni Engineers.

- b. **Pledge of Allegiance**

2. **Police Department** – Appointment Entry Level Police Officers

Motion was made by Commissioner Hart and seconded by Commissioner Quinn to accept the Entry Level Police Officers list.

All 9 Commissioners voted Yes together: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to appoint Mason Etier as a Haverford Township Police Officer.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Gondek and seconded by Commissioner Quinn to appoint as a Haverford Township Police Officer.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

3. **Proclamation** – Recovery Month

Speaker: Peggy Murr – Havertown Alliance for Drug Awareness

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

The following 3 individuals all spoke on Recovery Month and two shared their family story of loss:

Jon Orens, Pastor Johansen and Sharon White

Brian McKinney – 703 Polo Circle – Mr. McKinney spoke on the proposed Lower Merion options being considered for use at the Polo Field – Congestion, to and from drop offs, cutting of trees and emergency vehicles use on Railroad Avenue.

Joseph Dunlap – 760 Buck Lane and Doreen Saar – 748 Rugby Road – both individuals raised their serious concerns on the Zoning Hearing Board's favorable decision in favor of the owners of the gas station at 700 W. Haverford Road to open a Convenience Store on the property.

END OF REGISTERED SPEAKERS

Open Forum

Peggy Murr – HADA – spoke on the use of Narcan. Haverford Police was the first department to use Narcan.

Peter Madden – 703 Grove Place – Basketball Courts and Back Stops at Grange and Preston Park

Mr. Madden would like these items to be postponed until the neighbors are fully aware of the change. When is this going to be done, who is doing the work and the gravel that may impact the Pickle Ball Court. Who is going to remediate the park after repairs?

5. Bureau of Fire Update – Commissioner Wechsler asked that condolences be offered to the Bon Air Fire Company upon the recent, sudden loss of a young member. He then presented the Fire Report for the month of August.

6. Township Auditor Update

Mr. Anderson reviewed the warrants and found no irregularities.

7. David R. Burman – Township Manager's Update

In his update, Township Manager David Burman reported that the Pennsy Trail project is underway. Most of the work right now involves the clearing of brush and trees. A meeting with neighbors will be held soon to discuss next steps for the project. Mr. Burman also shared that the design for the expansion and renovation of the library is almost complete. The Township expects bid documents within the next several days and will open bids in October. If everything goes as planned, the Board of Commissioners will be awarding a contract at a special meeting at the end of October. More details to come soon!

8. Approval of Minutes Regular Meeting Minutes of August 14, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to approve the Regular Meeting Minutes of August 14, 2023

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

Commissioner Cavender abstained.

9. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #9-2023 totaling \$3,552,798.50

General & Sewer fund Payroll for August 17, 2023 in the amount of \$806,345.03

General fund Payroll for August 31, 2023 in the amount of \$736,464.50

General Fund disbursements #9-2023 in the amount of \$1,149,829.95

Sewer Fund disbursements #9-2023 in the amount of \$577,983.01

**Community Development Block Grant Fund disbursement #9-2023
in the amount of \$47,172.50**

Capital Projects Fund disbursement #9-2023 in the amount of \$103,095.29

American Rescue Plan Fund disbursement #9, 2023 in the amount of \$114,619.35

Credit Card Statement ending August 27, 2023 in the amount of \$17,288.87

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Trombetta and Holmes.

Commissioner Wechsler was not present for vote.

10. Annual MMO (Minimum Municipal Obligation)

Motion made by Commissioner McCloskey and seconded by Commissioner Gondek to approve the Annual Certification of Minimum Municipal Obligation as prepared by Thomas J. Anderson & Associates.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Tax Settlements (3)

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 250 West Chester Pike (D.C. Folio #22-02-01280-00) pending in the Court of Common Pleas of Delaware County, No. CV-2022-009498 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 0 South Eagle Road (D.C. Folio #22-09-10657-00) pending in the Court of Common Pleas of Delaware County, NO. CV-2020-008492 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to approve the Settlement and Stipulation of Counsel in the matter of an owner initiated property tax assessment appeal for property located at 5 Llandillo Road (D.C. Folio No. 22-02-00650-00) pending in the Court of Common Pleas of Delaware County No. CV-2020-009223 and authorize Counsel and proper officers of the Board to execute necessary documents.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Ordinance No. P10-2023

Traffic (1st Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to adopt the first reading of Ordinance No. P10-2023 establishing and rescinding traffic restrictions on the following highways:

Special Purpose Parking Zones

ESTABLISH:

In front of 1531 Dorchester Road

RESCIND:

In front of 2545 Rosemont Avenue

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Resolution No. 2323-2023

Haverford Township Day

Motion made by Commissioner Cavender and seconded by Commissioner Quinn to adopt Resolution No. 2323-2023 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 7, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2325-2023

ARPA Money Purchase – Basketball Backstops

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2325-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$14,271.00 of the Township's American Rescue Plan Fund allocation for the purchase of backstops in Grange Park and Preston Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. Resolution No. 2326-2023

ARPA Money – Darby Road Streetscape Project

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to adopt Resolution No. 2326-2023 the Board of Commissioners desires to make improvements and financial investments in Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows: \$425,000 FOR THE DARBY ROAD STREETSCAPE PHASE 3 PROJECT (INCLUDING ENGINEERING AND CONSTRUCTION MANAGEMENT)

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2327-2023

ARPA Money Purchase – Basketball Resurfacing & Installation of Backstops

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt Resolution No. 2327-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$101,600. of the Township's American Rescue Plan Fund allocation for the paving of the courts and installing new backboards in Grange Park and Preston Park.

Roll Called.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Wechsler and Trombetta.

Commissioner Wechsler voted No. Commissioner Hart was not present for the vote.

17. Contract Awards

Darby Road Streetscape #3

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to award the Darby Road Streetscape contract to MOR Construction Services, Inc., Glen Mills, in the amount of \$221,050.00; submitting the lowest responsible bid.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks and Recreation

Preston Park and Grange Field – Basketball Court Backstops

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to award the Basketball Court Restoration Contract to General Recreation, Newtown Square, PA, under CoStars Contract #14, in the amount of \$14,271.00; submitting the lowest responsible bid. To be purchased with ARPA Money.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Preston Park and Grange Field – Basketball Court Resurfacing and Installation

Motion made by Commissioner Hart and seconded by Commissioner Quinn to award the Preston Park and Grange Field Basketball Court Resurfacing and Installation of Backstops to SB Conrad, Inc., Chester Heights, PA, in the amount of \$101,600.00; submitting the lowest responsible bid. To be purchased with ARPA Money.

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler and Trombetta.

Commissioners Holmes voted No.

Supplemental Planning Services for PROS (Parks and Recreation and Open Space Plan)

Motion made by Commissioner Hart and seconded by Commissioner Quinn to award a Supplemental Planning Services Contract to Herbert, Rowland & Grubic, Inc., King of Prussia, PA, in the amount of \$25,048.15. This amount will be covered by the Delco Greenway Planning Grant Award.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

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

Mia Brower – 123 County Line Road – Polo Field

Ms. Brower stated that many Lower Merion students do not want to use the Polo Field but their own fields. Lower Merion needs to upgrade their parks and fields and spend money.

Michelle Alvare – 134 Hastings Avenue – Basketball Courts

Ms. Alvare thanked the board for approving the Basketball Courts contract award and using ARPA money. The Parks and Rec Board is looking forward to going forward with the approval of the PROS Plan. She also highlighted that the township does own the Polo Field and that the field has always been shared. They do have the right to play there.

Eric Hartman – 615 Railroad Avenue – the gas station at 700 Haverford Road

Haverford Road is a nasty intersection. The Zoning Hearing Board approved their variance with no conditions. This needs to be looked into.

Josh Dupuis – 762 Buck Lane – the gas station

The Board needs to appeal the Zoning Hearing Boards decision and ban Games of Skill. There are young children that live in the immediate area. Is this convenience store going to be a mini-mart or a mini casino?

David Chanin – 748 Rugby Road – the gas station

Mr. Chanin seconded Mr. Dupuis' comments and also questioned the Rule of Law in the township. There are serious accidents there. He asked that the board review the decision and appeal.

Liz (Last name not clear) questioned Commissioners Holmes as to why he voted No on the basketball backstops and installation?

Ms. Wagner – Rosewood Drive – asked about the status of the Comprehensive Plan.

Bryan Ramona – Belfield Drive – Vehicular Accidents

Residents need to contact their legislatures to please ask for more tools for our Police Departments; especially Radar Guns.

He also mentioned that the Historical Commission have made plaques which will be placed on township historical structures in the township.

He asked for clarification of Item #11 – Tax Settlement for property located at 250 West Chester Pike.

Maj. Peterson, Retired, US Army – Derwood Drive – He stated his opinions on progressive Democrats and the escaped convict.

END OF CONTINUATION OF CITIZENS FORUM

Commissioner Holmes stated that the Township wants to take ownership of the Polo Field.

Commissioner Holmes indicated that the Board will review the ZHB's decision on approving the gas stations variance.

Regarding the Comprehensive Plan – the plan is being reviewed and there will be updates presented.

In response to Mr. Ramona – a Tax Appeal is made to lower the assessment of the property; therefore, would lower their tax bills.

He did state that he did take into consideration previous speaker's concerns regarding the basketball backstops; that is why he voted No.

19. New business

Commissioner Quinn would like a review of the Code for Smoke Shops in the Township. The application came in as a convenience store. There is a new one on Darby Road. Kids walk by the store every day.

Commissioner Holmes would like the Ordinance Committee to review this situation and also Zoning and Planning.

1st Ward Commissioner Brian Gondek, Esq.

Commissioner Gondek offered congratulations to the two new police officers. He thanked all first responders that were present on 9/11. School are back in session, please be careful.

Westgate Hills Civic Association will be hosting Halloween Night on October 15th.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D

Commissioner Forste-Grupp thanked the Historical Commission for designing a plaque to be placed on historical structures.

She also thanked all the 1st responders.

September is Library Card Sign up month.

3rd Ward Commissioner Kevin McCloskey, Esq.

Kelly Music Festival Haverford First Fest Saturday, October 14, 2023.

Commissioner McCloskey stated that on 9/11, the world changed that day.

Commissioner McCloskey thanked HADA for the discussion and indicated that there is HOPE FOR FAMILIES.

5th Ward Commissioner Laura Cavender

Commissioner Cavender also reflected on 9/11. She also stated that there is HOPE in recovery.

She thanked the 5th Ward residents for their concerns and interest in the Polo Field. A lot has happened. She also has concerns regarding the drop offs and cutting of trees.

She, also, was involved in a car accident at 700 Haverford Road. That area is very dangerous.

There are still two traffic studies on going and we do not yet know the conclusion.

Commissioner Cavender also has questions on the Zoning Hearing Board's decision.

7th Ward Commissioner Conor Quinn

Commissioner Quinn also thanked HADA. He congratulated the two new officers that were appointed.

8th Ward Commissioner Gerry Hart, M.D.

Commissioner Hart was happy to announce that Narcan is now available OTC.

Commissioner Hart thanked all the volunteers that helped remove invasive plants along Karakung Drive on Sunday. New plantings will be planted in October and November.

He is looking forward to the new basketball backstops at the Grange.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler also thanked the Police Department and congratulated the two new officers. He also thanked the Public Works Department.... they are unsung heroes.

HADA is a great aid to everyone.

In remembering 9/11, Commissioner Wechsler indicated that 343 firefighters lost their lives and to date, 341 have died.

4th Ward Commissioner Judy Trombetta

Commissioner Trombetta announced that the last day for Women and Minorities Business Enterprises to file for a \$10,000 grant is September 15th at 4 p.m. There will be 10 awards.

6th Ward Commissioner Larry Holmes, Esq.

Commissioner Holmes recited a quote former President Obama after 9/11 regarding small acts of kindness.

20. Other business – none.

21. All Commissioners agreed to adjourn.

ORDINANCE NO. P10-2023

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

ESTABLISH:

In front of 1531 Dorchester Road

RESCIND:

In front of 2545 Rosemont Avenue

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 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

ORDINANCE NO. P11-2023

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE ACQUISITION OF 1 MILL ROAD, HAVERTOWN, PA, BY DEED IN LIEU OF CONDEMNATION SUBJECT TO REVIEW, ACCEPTANCE AND APPROVAL OF THE FINAL AGREEMENT BY THE TOWNSHIP SOLICITOR AND BY THE TOWNSHIP MANAGER

WHEREAS, Title 61 Section 91.193 of the Pennsylvania Code and Section 707, Paragraph A of the Home Rule Charter of Haverford Township requires the Township to pass an ordinance to receive the permitted tax exemption when a property is obtained through a deed in lieu of condemnation;

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania ("Haverford Board of Commissioners"), has determined that the acquisition of the property known as 1 Mill Road, Havertown, PA and identified by Delaware County Tax Folio No. 22-07-01056-00 (the "Property") by a deed in lieu of condemnation is in the best interests of the residents of the Township;

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

SECTION 1. Pursuant to Section 707, Paragraph A of the Home Rule Charter, the Township hereby authorizes the Township Manager to execute an Agreement of Sale for the purchase of the Property for Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) in lieu of condemnation of the Property. Final authorization to purchase the Property is subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final Agreement.

SECTION 2. The Township Manager is hereby authorized by the Haverford Township Board of Commissioners to take all actions necessary to facilitate this Ordinance including, but not limited to, executing documents on behalf of the Township as required to fund, purchase, access or utilize the above property, including the execution and recording of a deed in lieu of condemnation, or to establish and execute any necessary agreements and easements related to the purchase and/or development or occupancy of the property or adjoining properties.

SECTION 3. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 4. This Ordinance shall become effective on the date of its adoption.

ADOPTED THIS _____ DAY OF _____, 2023.

TOWNSHIP OF HAVERFORD

By:

C. Lawrence Holmes, President
Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF HAVERFORD, CHAPTER 182 – “ZONING,” ARTICLE VII – “SUPPLEMENTAL REGULATIONS,” BY ADDING SECTION 734 – “LIMITED MUNICIPAL EXEMPTION”

WHEREAS, the Board of Commissioners of Haverford Township is duly empowered to enact certain regulations relating to the public health, safety welfare of the residents of Haverford Township;

WHEREAS, the Board of Commissioners of Haverford Township has adopted an ordinance, known as the “Zoning Ordinance of the Township of Haverford, Delaware County, Pennsylvania”, as amended, in accordance with the provisions of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, which is intended to provide for the orderly development and redevelopment of Haverford Township;

WHEREAS, the First Class Township Code and Pennsylvania Municipalities Planning Code, *supra*, authorize the Board of Commissioners to make, amend and adopt amendments to the Zoning Ordinance of the Township of Haverford, as amended, that are consistent with the Constitution and laws of the Commonwealth that it deems necessary for the proper management and control of the Township and the best interests of its residents;

WHEREAS, the Board of Commissioners of Haverford Township have determined that the public health, safety and welfare of the residents of Haverford Township would be best served by amending Chapter 182 – “Zoning,” at Article VII – “Supplemental Regulations,” to add Section 734 – “Limited Municipal Exemption”.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED by the HAVERFORD Township Board of Commissioners that the Township’s Code is amended as follows:

SECTION 1. Chapter 182 – “Zoning,” is amended at Article VII – “Supplemental Regulations,” to add Section 734 – “Limited Municipal Exemption” consisting of the following text:

§ 182-734. Limited Municipal Exemption: The provisions of this chapter shall not apply to land and buildings or portions thereof owned or used by the Township of Haverford for governmental use and purposes.

SECTION 2. Repeal and Ratification.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Township’s Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 3. Severability.

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 4. Effective Date.

This Ordinance shall become effective 5 days after enactment.

ORDAINED AND ENACTED this _____ day of _____ 2023, by the Board of Commissioners of the Township of Haverford.

**TOWNSHIP OF HAVERFORD,
BOARD OF COMMISSIONERS**

C. Lawrence Holmes, President

Attested by:

David R. Burman
Township Manager & Secretary

RESOLUTION NO. 2328 -2023

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the rules and regulations of the Pennsylvania Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management; and

WHEREAS, the Township of Haverford proposes to revise its Sewage Facilities Plan (ACT 537 Plan) by executing a sewage facilities planning module for the construction of a low pressure sanitary sewer main to tie into an existing gravity sewer manhole near the Brennan Drive intersection, for the addition of two (2) EDUs in the Darby Creek Drainage System, associated with the subdivision of an undeveloped parcel located adjacent to 4008 Darby Road, Bryn Mawr, known as D.C. Folio No. 22-04-00215-01, where one (1) new building lot will be created, and two (2) new single family dwellings are proposed; and

WHEREAS, said development will be served by sewer tap-ins; and

WHEREAS, the projected flows will not exceed the design and/or permitted capacity of the said Darby Creek system; and

WHEREAS, Haverford Township finds that the development described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the Township of Haverford.

RESOLVED this 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

By: C. Lawrence Holmes
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary



**RESOLUTION FOR PLAN REVISION
FOR NEW LAND DEVELOPMENT**

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Haverford Township
(TOWNSHIP) (BOROUGH) (CITY), Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS EBuild Construction, LLC has proposed the development of a parcel of land identified as
land developer

4008 Darby Road Subdivision, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify).

WHEREAS, Haverford Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Haverford hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, Haverford Township
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2328-2023, adopted, October 10, 2023.

Municipal Address:

1014 Darby Road
Havertown, PA 19083

Seal of
Governing Body

Telephone 610-446-1000

RESOLUTION NO. 2329-2023

WHEREAS, the Lot Line Adjustment Plan for Edmund & Michele Grant, 104 & 108 Allgates Drive, Haverford, PA, Delaware County, known as D.C. Folio Nos. 22-04-00001-64 & 22-04-00001-65 has been submitted to revise the boundary of the properties by transferring and merging 1,523 square feet from 108 Allgates Drive to 104 Allgates Drive, resulting in the following lot area: 104 Allgates Drive to contain 28,430 square feet, and 108 Allgates Drive to contain 30,794 square feet. The properties are zoned R-1 (SRD) Residential, and are located in the 5th Ward. The aforesaid plans were prepared by Site Engineering Concepts, LLC, Southeaster, PA, dated April 28, 2023, and last revised on August 11, 2023; and

WHEREAS, a variance was granted by the Zoning Hearing Board from the provisions of §182-802.B to allow the lot area of 108 Allgates Drive to be decreased, resulting in an increase of the existing nonconforming impervious coverage on 108 Allgates Drive from 43.29% to 45.43% on June 15, 2023; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, August 10, 2023, did vote to recommend approval of the plans subject to the following comments of the August 8, 2023 review letter prepared by Pennoni Associates:

1. Proposed side yard setbacks should be indicated on the plan. (§182-202)
2. Signature blocks in accordance with §160-4.H(1) should be provided on the plan.
3. A monument should be indicated at the corner on the right-of-way line on Allgates Drive. (§160-5.B(8))
4. A note should be added to the plan indicating that no improvements are proposed as part of this plan.

In addition to the conditions listed above, the Planning Commission did recommend that the recorded plans include a copy of the Zoning Hearing Board's decision, that the Zoning Table shown for the SRD District indicate the impervious coverage for each lot, and that the plans be stamped and sealed by a licensed professional land surveyor; and

WHEREAS, said plans have been submitted 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 are hereby adopted and the Lot Line Adjustment Plan for Edmund & Michele Grant, 104 & 108 Allgates Drive, Haverford Township, Delaware County, dated April 28, 2023, and last revised on August 11, 2023, is **approved** subject to compliance with the recommendations described hereinabove.

RESOLVED this 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

By: C. Lawrence Holmes
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

RESOLUTION No. 2330-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Replacement fencing within Haverford Township Parks

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of ballfield lights within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within the township to install fencing at Haverford Reserve.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$6,153 of the Township's American Rescue Plan Fund allocation for the installation of fencing within Haverford Township Parks.

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2331-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Reserve Synthetic Turf Field- Replacement lights

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of ballfield lights within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within the township to replace ballfield lights on the turf field at Haverford Reserve.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$13,931.60. of the Township's American Rescue Plan Fund allocation for the replacement of 30 light bulbs and 10 ballasts on the turf field light at Haverford

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2332-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Paddock Park –resurface court

WHEREAS, Haverford Township’s direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of our paved areas within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within Paddock Park to resurface the paved area behind the basketball court.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$12,787.00. of the Township’s American Rescue Plan Fund allocation for the paving at Paddock Park.

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2333-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Grange Pickleball Courts- Sound Curtain

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of our park areas within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within Grange Park to install sound blocking curtains.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$18,062.50. of the Township's American Rescue Plan Fund allocation for the sound curtain at Grange Park.

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION NO. 2334-2023

(Submit with original or electronic signatures as part of grant application)

RESOLUTION NO. 2334-2023

MUNICIPALITY OF Haverford Township

DELAWARE COUNTY, PENNSYLVANIA

WHEREAS, Delaware County Council has established the Delco Green Ways Grant Program to be utilized by the municipalities of Delaware County; and

WHEREAS, the Delco Green Ways Conserve, Enhance, Connect or Planning and Design grants may be used by the municipality for the improvement or acquisition of recreation land or planning services for such activities; and

WHEREAS, the municipality of Haverford Township, Delaware County Pennsylvania desires to participate in the Delco Green Ways Grant Program in order to help fund Brookline Park

(project name)

WHEREAS, the municipality will have available any and all funding needed to complete this 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 10th day of October, 2023.

Municipality of Haverford Township
Delaware County, Pennsylvania

By: _____
Chairman/President

Attest: _____

RESOLUTION NO. 2335-2023

**ANNOUNCEMENT OF PUBLIC HEARING
FOR PROPOSED AMENDMENTS TO
CHAPTER 160, LAND DEVELOPMENT AND
CHAPTER 157, STREETS AND SIDEWALKS**

WHEREAS, proposed amendments of the Township’s Code amending and supplementing Ordinance No. 1960, Known as the “General Laws of the Township of Haverford”, adopted June 30, 1986, at Chapter 160, Land Development and Subdivision and at Chapter 157, Streets and Sidewalks modifying regulations regarding installation of sidewalks as a subdivision or land development requirement.

WHEREAS, the Board of Commissioners of Haverford Township desires to keep its citizens and business interests informed as to the status of proposed amendments to the Township’s code, known as the General Laws of the Township of Haverford.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, and Commonwealth of Pennsylvania that a public hearing shall be held before the Board of Commissioners on Monday, November 13, 2023, at 6:15 P.M., in the Commissioners Meeting Room, 1014 Darby Road, Havertown, Pennsylvania.

RESOLVED THIS 10th day of October, 2023.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq,
President

Attest:

David R. Burman, Township Manager

ORDINANCE NO. _____-2023

**AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY,
COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 160,
SUBDIVISION AND LAND DEVELOPMENT, SECTION 160-5.B(4)(c), AND CHAPTER
157-1, STREETS AND SIDEWALKS, TO REQUIRE THE
INSTALLATION OF SIDEWALKS AS A SUBDIVISION OR
LAND DEVELOPMENT REQUIREMENT**

WHEREAS, the Charter for the Township of Haverford and the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, authorizes the Board of Commissioners of Haverford Township (“Board”) to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care and control of Haverford Township (“Township”) and the maintenance of peace, good government, health and welfare of the Township and its citizens

WHEREAS, the Haverford Township Code, Chapter 160, Subdivision and Land Development, Section 160-5.B(4)(c), addressing the general for sidewalks, currently provides: “Sidewalks shall be required where, in the opinion of the Board of Township Commissioners, heavy pedestrian traffic will result or where pedestrian safety requires such sidewalks. Sidewalks are required for any multifamily development.”

WHEREAS, the Board desires to amend §160-5 B(4)(c) and Chapter 157, Streets and Sidewalks, §157-1, to require the installation of sidewalks as a subdivision or land development requirement, unless such requirement is modified by the Board of Commissioners due to a hardship pursuant to §160-10;

WHEREAS, the Board has met the procedural requirements of the Pennsylvania Municipalities Planning Code, for the adoption of the proposed ordinance, including advertising, submission to the planning commissions, and holding a public hearing; and

WHEREAS, the Board, after due consideration of the proposed ordinance at duly advertised public hearings, has determined that the health, safety and general welfare of the residents and guests of the Township will be served by this amendment of the Haverford Township Code as set forth below;

THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, the Board has determined that the health, safety, and general welfare of the residents and guests of the Township will be served by the following Code amendments:

Section I. Code Amendments.

A. Chapter 160, Subdivision and Land Development, of the Haverford Township Code, §160-5.B(4)(c), is hereby amended to provide as follows:

(c) Sidewalks shall be provided for all existing and proposed streets. Along any existing or proposed street on which a subdivision or land development abuts, sidewalks shall be constructed to accommodate the sidewalk, curbing, and verge requirements of subsection (e) below.

B. Chapter 157, Streets and Sidewalks, Section 157-1, "System of sidewalks and curbs established; width of sidewalks prescribed," is hereby amended to provide as follows:

A uniform system of sidewalks and curbs along both sides of all streets and highways of Haverford Township is hereby established, said sidewalks and curbs to be installed at the width and pursuant to the other specifications prescribed in the Township Subdivision and Land Development Chapter.

Section II. Repealer. In addition to the above, all other ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed. Further, it is understood and intended that all other sections, parts, provisions, and ordinances that are not otherwise specifically in conflict with or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

Section III. Severability. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude, or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

Section IV. Failure to Enforce Not a Waiver. The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

Section V. 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 _____, 2023.

ATTEST:

TOWNSHIP OF HAVERFORD

By: _____
David R. Burman,
Township Manager/Secretary

By: _____
C. Lawrence Holmes
President,
Board of Commissioners

SECTION 00 41 13

BID FORM

PART 1 GENERAL

1.1 BID INFORMATION

- A. Bidder: Pullman SST Inc.
- B. Project Name: Haverford Township Building – Stone Veneer Replacement
- C. Project Location: 1014 Darby Road, Havertown, Pennsylvania 19083.
- D. Owner: Township of Haverford.
- E. Engineer: Wiss, Janney, Elstner Associates, Inc.
- F. Engineer Project Number: 2022.1927.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Wiss, Janney, Elstner Associates, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. One Million Eight Hundred Twenty Thousand Dollars (\$ 1,820,000.00).
 - 2. The above amount may be modified by amounts indicated by the Bidder on the attached
- B. Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract.
- C. It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as required upon the request of the Owner.

1.3 BID SECURITY

- A. The undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the Base Bid, made payable to or indemnifying the Township of Haverford, 1014 Darby Road, Havertown, PA 19083, which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved

BID FORM

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bond, certificates of insurances, verifications forms and execute the Agreement within ten (10) days from the date of issuance of the Notice of Intent to Award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.:

1. One Hundred Eighty Two Thousand Dollars (\$ 182,000.00).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.
- C. Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Sum for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of intent to award, and to begin work with five (5) days after date of Notice to Proceed.

1.4 BID WITHDRAWAL

- A. This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof.

1.5 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Demolition Work: Pullman SST Inc
2. Masonry Work: Pullman SST Inc
3. Sealant Work: Pullman SST Inc

1.6 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Engineer, and shall fully complete the Work within 210 calendar days.

1.7 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated N/A
2. Addendum No. 2, dated N/A
3. Addendum No. 3, dated N/A
4. Addendum No. 4, dated N/A

1.8 BID SUPPLEMENTS

- A. Alternates

1. Alternate bid amounts will be either an add or a deduct dollar amount to/from the lump sum base bid.
2. Under the contract category being bid:
 - a. Fill in the amount (ADD or Deduct) for the Alternate. Where "Add/Deduct" Alternates are indicated, cross off the option Not used.

BID FORM

00 41 13 - 3

- b. Failure to make clear on the bid form, which option applies to the amount will by default make the alternate an Add Alternate. An example for a deduct Alternate: Add / Deduct \$ _____
- c. If an alternate called for does not involve a change in Bidder's price, the Bidder shall so indicate by writing "No Change, None, Zero, 0, no cost, or N/A" in one of the spaces provided. Unit P
- d. "No Bid" is an acceptable entry, but may be cause for rejection of bid. Failure to make an entry (i.e. leaving it blank) shall be conclusively treated as an entry of "No Bid" for an alternate.
- e. Leave spaces blank under the Prime Contract categories Not being bid by this Prime Contract.

Alternate No. 1 – Remove and replace sealant at coping stones on building.

ADD/DEDUCT -

Dollars (\$ 7,100.00)

Alternate No. 2 – Remove and replace sealant at coping stones on site walls.

ADD/DEDUCT -

Dollars (\$ 32,000.00)

Alternate No. 3 – Cut in horizontal base of wall separation joints at site walls and seal.

ADD/DEDUCT -

Dollars (\$ 350,000.00)

Alternate No. 4 – Cut in vertical wall control joints at site walls and seal.

ADD/DEDUCT -

Dollars (\$ 9,300.00)

1.9 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Pennsylvania and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, induced or solicited any bidder to submit a sham bid, or colluded in any way to prevent any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

- A. Respectfully submitted this 28 day of August, 2023
- B. Submitted By: Pullman SST, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Andy Garver (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).
- F. Witnessed By: Scott Waltman (Handwritten signature).
- G. Attest: [Handwritten Signature] (Handwritten signature).
- H. By: Tom Gormley (Type or print name).
- I. Title: Branch Director/Assistant Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 2227 High Hill Rd.
- K. City, State, Zip: Swedesboro, NJ 08085
- L. Phone: 856-218-7900
- M. License No.: 37081
- N. Federal ID No.: 22-3270937 (Affix Corporate Seal Here).

END OF SECTION 00 41 13



HVERFORD TOWNSHIP MEMORANDUM

DATE: September 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Fencing-Haverford Reserve

Attached are the quotes for installing fencing and railing at Haverford Reserve Turf Field.

The quotes total \$6,153. The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner meeting on October 10, 2023.

FencCo Inc

INVOICE

PO Box 3266
 West Chester, PA 19381
 Phone: 610-742-8784

INVOICE # PP3071
 DATE: 9/20/2023

TO:
 Haverford Township
 1014 Darby Road
 Havertown, PA 19083

SHIP TO:
 Haverford Reserve Park

COMMENTS OR SPECIAL INSTRUCTIONS:

| SALESPERSON | P.O. NUMBER | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS |
|-------------|-------------|---------------|-------------|--------------|----------------|
| MW | | | Ground | | Due on receipt |

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|---|------------|----------|
| | To install a railing on both sides of the stairwell at the Haverford Reserve Park as per our letter dated 9/17/2023 | 1,283.00 | 1,283.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|---------------------|-------------------|
| SUBTOTAL | \$1,283.00 |
| SALES TAX | |
| SHIPPING & HANDLING | |
| TOTAL DUE | \$1,283.00 |

Make all checks payable to FencCo Inc
 If you have any questions concerning this invoice contact
 Michael Welsh
 610-742-8784
 Michael.welsh.fenccoinc@gmail.com

THANK YOU FOR YOUR BUSINESS!

FencCo Inc

INVOICE

PO Box 3265
 West Chester, PA 19381
 Phone: 610-742-8784

INVOICE # PP3065
 DATE: 9/15/2023

TO:
 Haverford Township
 1014 Darby Road
 Havertown, PA 19083

SHIP TO:
 Haverford Reserve Park

COMMENTS OR SPECIAL INSTRUCTIONS:

| SALESPERSON | P.O. NUMBER | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS |
|-------------|-------------|---------------|-------------|--------------|----------------|
| MW | | | Ground | | Due on receipt |

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|---|------------|----------|
| | To install approximately 100' of 4' high black chain link fence as per our letter dated 8/24/2023 | 4,870.00 | 4,870.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|---------------------|-------------------|
| SUBTOTAL | \$4,870.00 |
| SALES TAX | |
| SHIPPING & HANDLING | |
| TOTAL DUE | \$4,870.00 |

Make all checks payable to FencCo Inc
 If you have any questions concerning this invoice contact
 Michael Welsh
 610-742-8784
 Michael.welsh.fenccoinc@gmail.com

THANK YOU FOR YOUR BUSINESS!

HAVERFORD TOWNSHIP MEMORANDUM

DATE: September 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Haverford Reserve Turf-Replacement of Ballfield lights

Attached are the quotes and invoices for replacing the non-working lamps on the ballfield at Haverford Reserve Turf Field.

The project includes renting a 120 foot from Bestline Equipment (\$4,162), purchasing thirty 1500 metal halide lamps from Rittenhouse Electric (\$1,498.50), purchasing ten Ballasts from Colonial Electric (\$3,100), and Higgins Electric performing the labor (\$5,171.10). The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner meeting on October 10, 2023.



RENTAL | SALES | SERVICE

515 S. Bolmar St. • West Chester, PA 19382

610-241-3633 • WWW.BESTLINE.COM

OPEN
 MON-FRI: 7AM - 5PM
 SAT: 7AM - 12PM

Ship To: Eileen/610-446-9397
 Job Site
 9000 Parkview Dr
 Haverford, PA 19041-2030
 JOB SITE: Haverford

Invoice To: HAVERFORD TOWNSHIP
 1014 DARBY ROAD
 HAVERTOWN PA 19083

| | | |
|--------------------------|-------------------------|--------------------------|
| Branch 67 - WST CHSTR | | |
| Date 09/01/2023 | Time 12:56:57 (O) | Page 1 |
| Account No. HAVER014 | Phone No. 6104461000 | Contract No. |
| Ship Via | Purchase Order | |
| | | Salesperson TPH / TPH |

RENTAL CONTRACT

Description REQUEST #: 024239 Amount

Field Light Replacement / Higgins Electric

120' STR BOOM DSL 1 WEEKL 3700.00
 Stock #: REQUEST Serial #:
 Date Out: 09/11/2023 08:00 Expected return date: 09/18/2023 08:00
 Rates: 1370.00/DAILY 3700.00/WEEKL 7340.00/4WEEK

3x8 Ground Mat 1 WEEKL 192.00
 Part #: 76900000 12 PIECES
 Date Out: 09/11/2023 08:00 Expected return date: 09/18/2023 08:00
 Rates: 9.00/DAILY 16.00/WEEKL 46.00/4WEEK

Miscellaneous Charges/Credits

| | | | |
|-----------------|--------|---------------|--------|
| DELIVERY CHARGE | Qty: 1 | Price: 135.00 | 135.00 |
| PICK UP CHARGE | 1 | 135.00 | 135.00 |

Damage Waiver 350.28

Subtotal: 4512.28

CHARGE SALE: 4512.28

-350
4162.28

Not Included in Rental: Fuel, Cleaning, Tire Damage, and Machine Abuse
 WE CHARGE FOR ALL TIME OUT INCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS. A CLEANING CHARGE IS APPLIED ON ITEMS RETURNED UNCLEAN.

I agree to all terms on both sides of this contract, which constitutes the entire agreement, there being no oral or other representations and acknowledge a receipt of a copy. I certify that I am of legal age if I am the customer or that I am authorized to act for the customer. Failure to return rented property according to this contract or use other than specified by this contract shall constitute unlawful conversion of the property. CAUTION, READ BEFORE SIGNING.
 DAMAGE WAIVER 9%.

X _____
 Received By

Thank You for Your Business!

RITTEHOUSE ELECTRIC SUPPLY CO
 14 RITTEHOUSE PLACE
 ARDMORE, PA 19003
 (610) 649-2609 Fax (610) 649-0833

10908/2023 | 813396821001
 SUBJECT TO:
 RITTEHOUSE ELECTRIC
 SUPPLY CO
 14 RITTEHOUSE PLACE
 ARDMORE, PA 19003
 Phone: (610) 649-2609

BILL TO:
 HAVERFORD TOWNSHIP PARKS &
 RECREATION
 1014 DAREY ROAD
 HAVERFORD, PA 19083

SHIP TO:
 HAVERFORD TOWNSHIP PARKS &
 RECREATION
 1014 DAREY ROAD
 HAVERFORD, PA 19083

| Quantity | Description | Unit Price | Quantity | Unit Price | Amount |
|--|-----------------------|------------|----------|------------|---------|
| 32.00 | LAMP LAMPS | | | | |
| 1.00 | BY ORDER PICKUP NOW | | | | |
| 1.00 | 1590 WAITERIAL HAIRME | 30.00 | 30.00 | 900.00 | 900.00 |
| 1.00 | MOCULI BASE LANE | 30.00 | 30.00 | 900.00 | 900.00 |
| 1.00 | LOC FRONT HOOK *** | | | | |
| ***Reference Electric is now OPEN on Saturdays from 8 am to 12:30 pm *** | | | | | |
| Terms: Net 30 | | | | | |
| All items are subject to change or error must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-refundable. | | | | | |
| Best discounts may be subject to 1.50% late charge. | | | | | |
| Subtotal | | | | | 1498.50 |
| Tax | | | | | 8.00 |
| Freight | | | | | 0.00 |
| Handling | | | | | 0.00 |
| Amount Due | | | | | 1498.50 |



Divisions of Colonial Electric:



Original Invoice
INVOICE

| | |
|---|--------------|
| INVOICE NUMBER | INVOICE DATE |
| 15990307 | 09/14/23 |
| PLEASE REMIT PAYMENT TO | |
| Colonial Electric Supply Company, Inc. PO BOX 414664 Boston MA 02241-4564 | |

Billing Questions?
Call: THOMAS KARACKAI
484-679-2295

BILLING ADDRESS

HAVERFORD TOWNSHIP
ATTN: ACCOUNTS PAYABLE
1014 DARBY ROAD
HAVERTOWN PA 19083

SHIPPING ADDRESS

HAVERFORD TOWNSHIP
HAVERFORD TWP
9000 PARKVIEW DR
HAVERFORD PA 19041

| CUSTOMER PO | ORDER DATE | ORDERED BY | SHIP DATE | SHIPPED VIA | FREIGHT TERM | | | | |
|---------------------|---------------|--------------|--------------------------------|------------------|--------------|--------|------------|----|---------------|
| PENDING | 09/13/23 | EILEEN M | 09/14/23 | | PPD | | | | |
| COMMENTS | CO. UNIT / WH | ENTERED BY | ACCOUNT ID | ORIGINAL INVOICE | SALESPERSON | | | | |
| 1500W BALLAST ORDER | 01 / DC | 9250 | H418 | 15990307 | 0001 | | | | |
| LINE | SKU | CUSTOMER SKU | DESCRIPTION | ORD QTY | SHIP QTY | BO QTY | UNIT PRICE | UM | EXTENDED AMT. |
| 10 | 78108767721 | | ADV71A6772001 1500W MH BALLAST | 2 | 2 | 0 | 310.00 | E | 620.00 |

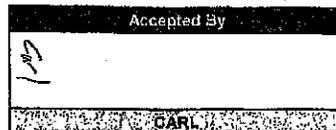
Invoice Due By: 10/14/2023

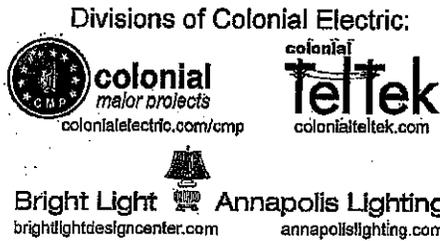
Invoices not paid within 30 days from the billing date are subject to a late fee of 1.5% per month. All sales are subject to Colonial's standard terms and conditions of sale in effect as of the date of the placement of an order. Colonial objects to any proposed term that is inconsistent with its standard terms of sale. Colonial's current standard terms and conditions of sale can be found at <http://www.colonialelectric.com/termsofsale> or a copy can be obtained from Colonial's Customer Financial Services Dept. All terms and conditions are subject to change without notice. To ensure proper customer service, Colonial Electric records all calls for quality and training.

| | |
|------------------------|---------------|
| SUBTOTAL | 620.00 |
| S&H CHGS | |
| 0.00% TAX | 0.00 |
| PAY THIS AMOUNT | 620.00 |

For a Complete List of Locations
Please Visit
www.colonialelectric.com

www.BrightLightDesignCenter.com www.AnnapolisLighting.com





Original Invoice
INVOICE

| | |
|---|--------------|
| INVOICE NUMBER | INVOICE DATE |
| 15390342 | 09/14/23 |
| PLEASE REMIT PAYMENT TO | |
| Colonial Electric Supply Company, Inc. PO BOX 414564 Boston MA 02241-4564 | |

Billing Questions?
Call: THOMAS KARACKAI
484-679-2295

BILLING ADDRESS

HAVERFORD TOWNSHIP
ATTN: ACCOUNTS PAYABLE
1014 DARBY ROAD
HAVERTOWN PA 19083

SHIPPING ADDRESS

HAVERFORD TOWNSHIP
HAVERFORD TWP
9000 PARKVIEW DR
HAVERFORD PA 19041

| CUSTOMER PO | ORDER DATE | ORDERED BY | SHIP DATE | SHIPPED VIA | FREIGHT TERM | | | | |
|------------------|---------------|--------------|--------------------------------|------------------|--------------|--------|------------|----|--------------|
| PENDING | 09/13/23 | EILEEN M | 09/14/23 | | PPD | | | | |
| COMMENTS | CO. UNIT / WH | ENTERED BY | ACCOUNT ID | ORIGINAL INVOICE | SALESPERSON | | | | |
| 1500W BALLAST QT | 01 / 01 | 9250 | H418 | 15390342 | 0001 | | | | |
| LINE | SKU | CUSTOMER SKU | DESCRIPTION | ORD QTY | SHIP QTY | BO QTY | UNIT PRICE | UM | EXTENDED AMT |
| 10 | 78108767721 | | ADV71A8772001 1500W MH BALLAST | 8 | 8 | 0 | 310.00 | E | 2480.00 |

*Haverford
Receives
Light*

Invoice Due By: 10/14/2023

Invoices not paid within 30 days from the billing date are subject to a late fee of 1.5% per month. All sales are subject to Colonial's standard terms and conditions of sale in effect as of the date of the placement of an order. Colonial objects to any proposed term that is inconsistent with its standard terms of sale. Colonial's current standard terms and conditions of sale can be found at <http://www.colonialelectric.com/termsandsale> or a copy can be obtained from Colonial's Customer Financial Services Dept. All terms and conditions are subject to change without notice. To ensure proper customer service, Colonial Electric records all calls for quality and training.

| | |
|------------------------|----------------|
| SUBTOTAL | 2480.00 |
| S&H CHGS | |
| 0.00% TAX | 0.00 |
| PAY THIS AMOUNT | 2480.00 |

For a Complete List of Locations
Please Visit
www.colonialelectric.com

www.BrightLightDesignCenter.com www.AnnapolisLighting.com

Accepted By
Carl
CARL

Charles A. Higgins & Sons, Inc.

Po Box 647
Media PA 19063
Electrical Contractor

Invoice

| Date | Invoice # |
|-----------|-----------|
| 9/22/2023 | 59373 |

| |
|---|
| Bill To |
| Haverford Township ATTN: EILEEN MOTTOLA 2325 DARBY ROAD HAVERFORD PA 19041 |

| P.O. No. | Terms | Due Date | Project |
|----------|--------|------------|------------|
| | Net 30 | 10/22/2023 | rec center |

| Description | Qty | Rate | Amount |
|--|-----|--------|----------|
| JOB LOCATION: REC CENTER, 9000 PARKVIEW DRIVE JOB: RESERVE FIELD LIGHTS A) SUPPLIED 2M TO REPAIR FIELD LIGHTS B) CUSTOMER SUPPLY LIGHTS & BULBS | | | |
| 140' OF RHW WIRE | 140 | 2.62 | 366.80 |
| 1500 WATT METAL BALLAST | 1 | 255.60 | 255.60 |
| 20 AMP MIDGET FUSES | 6 | 11.45 | 68.70 |
| LABOR - 2 MEN FOR 8 HOURS ON 9/11/2023 | 8 | 140.00 | 1,120.00 |
| LABOR - 2 MEN FOR 8 HOURS ON 9/12/2023 | 8 | 140.00 | 1,120.00 |
| LABOR - 2 MEN FOR 8 HOURS ON 9/14/2023 | 8 | 140.00 | 1,120.00 |
| LABOR - 2 MEN FOR 8 HOURS ON 9/15/2023 | 8 | 140.00 | 1,120.00 |
| NOTE: WAITING ON SIEMENS RELAY | | | |

It's been a pleasure working with you!

Subtotal \$5,171.10

Thank you for your business. Please forward payment to above address. Call the office to pay by Credit card. We accept Master Charge & Visa Credit Cards.

Sales Tax (6.0%) \$0.00

Balance Due \$5,171.10

| Phone # | Fax # |
|--------------|--------------|
| 610-566-3700 | 610-566-1409 |

HAVERFORD TOWNSHIP MEMORANDUM

DATE: September 26, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Paddock Park paving

Attached is the quote for paving the fenced area next to the basketball court at Paddock Park. The work will include leveling all depressed areas and installing compact 2" of wearing course. The work will be done by Tarquini and Sons Paving Company and Sons. We received two quotes and Tarquini was the lowest. The estimate for the work is \$12,787.00. The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner meeting on October 10, 2023.

J. Tarquini and Sons Paving Co

504 EAGLE RD
SPRINGFIELD, PA 19064
(610)853-4985
abtarquini@gmail.com

Estimate

ADDRESS

Jason O'Brien
Haverford Township
1014 Darby Rd
Havertown, PA 19083
610.636.2186

ESTIMATE # 4254

DATE 08/30/2023

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-------|------|-----------|
| Paddock Park. 210 W. Hillcrest ave | | | |
| install:Resurface Lot | 6,730 | 1.90 | 12,787.00 |
| Cut and remove all keys, edges and loose areas. Level off all depressed areas Install and compact 2" of wearing course Township responsible for removing all weeds, removing and replacing fence, backfilling and grading all disturbed grass areas | | | |
| permit | 1 | 0.00 | 0.00 |
| price does not include permit | | | |

TOTAL

\$12,787.00

Accepted By

Accepted Date

HAVERFORD TOWNSHIP MEMORANDUM

DATE: Sept. 27, 2023
TO: David R. Burman, Township Manager
FROM: Brian Barrett – Director of Parks and Recreation
SUBJECT: Sound curtains for Grange pickleball courts

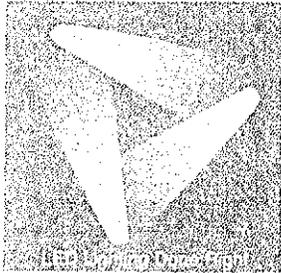
Attached is a quote from JMC Lighting LLC for sound proofing curtains for Grange Pickle Ball courts. The curtains will cover 250' of fencing in panels 8.5' x 3'. The quote is for \$18,062.50.

The funding for this comes from the ARPA

If there are any questions, I will be on hand for the Board of Commissioner work session.

JMC Lighting LLC

ACOUSTICS NOISE REDUCTION



Invoice 8393

September 27, 2023

Haverford Township
1 Hilltop Road
Havertown, PA. 19083
ATTN: Brian Barrett, Director of Park
and Recreation

| Description | Quantity | Unit Price | Cost |
|---|----------|------------|--------------|
| SOUND PROOFING CURTAINS NOICE BARRIER W/QUILTED ABSORBER ON ONE SIDE AND ALL EDGES BOUND W/GORE TENERA THREAD, PVS MESH TARPAULIN, FABRICATED W/GROMMETS ACROSS THE TOP AND BOTTOM, COLOR FORREST GREEN AND BLACK | | | \$18,062.50 |
| 250 FT 8 by 6 inches | | | |
| | | | |
| 10% Deposit | | | (\$1,806.25) |
| Shipping Included | | | |
| | | | |
| Remaining Balance | | Total | \$16,256.25 |

Terms and Conditions

Payment To:
JMC Lighting LLC
29 Kilkenny Ct
Alameda, CA 94502
415-518-8862

Scope of Work:

JMC Lighting LLC will deliver 250FT. of The Pickle Noise Block Sound Proofing Curtains. The delivery will start at the agreed upon time or no more than 4 to 6 weeks from contract date. JMC Lighting follows all OSHA Standards and Regulations.

Warranties:

5 years on Materials.

Terms:

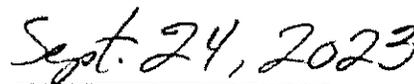
The Customer will receive a final invoice upon receiving The Pickle Noise Block Sound Proofing Curtains. A 10% down payment is required before shipping. The balance is due 10 days after delivery. I, the Customer, understand and agree to all of Terms and Conditions stated on this agreement by signing. I, the Customer, have read and understood the Terms stated and agree to the total price and quantity of materials for this project. The price in this proposal/agreement may be subject to change upon additional work, change order and /or specific material ordered by the customer.

Pricing is good for 90 Days from September 27, 2023.

- Thank you for the opportunity to serve The Pickle Ball Project.

Customer Signature

Date



Joshua M. Conlin

Date

JMC Lighting LLC

415-518-8862

conlinjoshuam@gmail.com

www.jmclightingllc.com

**PUBLIC HEARING – 6:15 p.m. – Zoning – Subdivision and Land Development
and Streets and Sidewalks**

REGULAR MEETING

HVERFORD TOWNSHIP BOARD OF COMMISSIONERS

Monday, November 13, 2023 AT 7:00 PM

1. Opening of Meeting

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

2. Historical Commission Presentation - Brass Plaque Program for properties on the Historic Resource Survey

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

4. Commissioner Committee Update

5. Police Department - Crime Update

6. Bureau of Fire Update

7. Township Auditor Update

8. Township Manager Update

**9. Approval of Minutes Regular Meeting Minutes of October 10, 2023
Special Meeting of the Board October 30, 2023**

Motion: to approve the Regular Meeting Minutes of October 10, 2023.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to approve the Special Meeting Minutes of October 30, 2023.

Voting order 1 2 3 5 7 8 9 4 6

10. Approval of Warrants

Motion: to approve the following warrant #11-2023 totaling \$6,297,899.43

- General & Sewer fund Payroll for October 12, 2023 in the amount of \$725,622.89**
- General & Sewer fund Payroll for October 26, 2023 in the amount of \$812,944.14**
- General & Sewer fund Payroll for November 9, 2023 in the amount of \$728,477.53**
- General Fund disbursements #11-2023 in the amount of \$3,228,378.52**
- Sewer Fund disbursements #11-2023 in the amount of \$188,728.43**
- Community Development Block Grant Fund disbursement #11-2023 in the amount of \$36,097.39**
- Capital Projects Fund disbursement #11-2023 in the amount of \$284,814.54**
- American Rescue Plan Fund disbursement #11-2023 in the amount of \$275,535.17**
- Credit Card Statement ending October 27, 2023 in the amount of \$17,300.82**

Voting order 1 2 3 5 7 8 9 4 6

11. Appointment – Business Privilege, Mercantile and Local Services Tax Auditor

Motion: to appoint Marcum LLP to serve as Special Auditor for the Township of Haverford’s Act 511 Business Privilege, Mercantile and Local Services Tax at a professional rate of \$175 per hour.

Voting order 1 2 3 5 7 8 9 4 6

Business Privilege, Mercantile and Local Services Tax

Motion: to approve an agreement with TriState Financial Group for Administration and Collection of Act 511 Taxes (Business Privilege, Mercantile and Local Services Tax) for the period January 1, 2024 – December 31, 2025.

Voting order 1 2 3 5 7 8 9 4 6

12. Agreement Regarding the Use and Maintenance of Polo Field

Motion: to approve an Agreement with Lower Merion Township regarding the use and maintenance of Polo Field.

Voting order 1 2 3 5 7 8 9 4 6

13. Ordinance No. P14-2023 Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P14-2023 authorizing traffic restrictions on the following highway:

Special Purpose Parking Zones

Establish: In front of 1611 Juniper Road

Establish: 613 Wynnewood Road - On the east side of Kenilworth Road in front of the side entrance

Voting order 1 2 3 5 7 8 9 4 6

14. Resolution No. 2337-2023 ARPA Purchase – Police Department – 2 Interceptor Power Bikes

Motion: to adopt Resolution No. 2337-2023 that the Board of Commissioners of Haverford Township hereby approves the usage of monies from the American Rescue Plan Act for the purchase of two (2) Interceptor power Bikes, Light and Siren Kit, Dual Upfit Front and Back Lights and Sirens from RECON Power Bikes, Fort Wayne, IN, in the amount of \$9,805.98.

Voting order 1 2 3 5 7 8 9 4

15. Resolution No. 2338-2023 Library - Construction Change Order Protocol

Motion: to adopt Resolution No. 2338-2023 authorizing the Township Manager to approve change orders, cost increases, and similar expenditures in amounts not to exceed \$30,000 related to the construction of the Haverford Township Free Library Renovation and Addition Project.

Voting order 1 2 3 5 7 8 9 4 6

16. Resolution No. 2339-2023 ARPA – Professional Services Contract/Township Wide Safe Streets for All (SS4A) Plan

Motion: to adopt Resolution No. 2339-2023 that the Board of Commissioners of Haverford Township hereby approves the usage of monies from the American Rescue Plan Act for a Professional services contract with CH Planning, Philadelphia, PA in an amount not to exceed \$160,000 to create a Township-wide Qualified Safety Action Plan under the Safe Streets for All (SS4A) Program.

Voting order 1 2 3 5 7 8 9 4 6

17. Agreement

Public Works

Motion: to approve Independent Contractor Agreement with PAR-Recycleworks, Philadelphia, PA, for services relative to seasonal leaf collection.

Voting order 1 2 3 5 7 8 9 4 6

18. Contract Awards

Professional Services Contract

Motion: to award a Professional Services Contract in the amount not to exceed \$160,000.00 to CH Planning of Philadelphia, PA to create a Township-wide Qualified Safety Action Plan under the Federal Safe Streets for All (SS4A) Program.

Voting order 1 2 3 5 7 8 9 4 6

Parks & Recreation – Grange Estate Retaining Wall

Motion: to award the Grange Estate Retaining Wall Reconstruction Contract to Ocean Construction, Williamstown, NJ, in the amount of \$82,999.00; submitting the lowest responsible bid. (CDBG Funds).

Voting order 1 2 3 5 7 8 9 4 6

Parks & Recreation – Tree Work at Veterans, Skatium and Grange

Motion: to authorize the purchase of tree removal at Veterans and Grange Fields to MG Tree, Broomall, PA, in the amount \$22,350.00, submitting the lowest responsible quote.

Voting order 1 2 3 5 7 8 9 4 6

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

20. New business

21. Other business

22. Announcements:

2024 PRELIMINARY BUDGET MEETING – NOVEMBER 20, 2023, 7:00 p.m.

23. Adjourn

**PUBLIC HEARING – 6:15 p.m. – Zoning – Subdivision and Land
Development and Streets and Sidewalks**

REGULAR MEETING MINUTES

HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS

Monday, November 13, 2023 AT 7:00 PM

1. **Opening of Meeting** – President of the Board, Larry Holmes, opened the meeting.
 - a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: David R. Burman, Township Manager, Ross Anderson, CPA, Township Auditor, John Walko, Esq., Township Solicitor, Aimee M. Cuthbertson, CPA, Assistant Township Manager, Chief John Viola, Paramedic Chief Jim McCans, Brian Barrett, Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officer and Dave Pennoni, Township Engineer.

- b. **Pledge of Allegiance**

2. **Historical Commission Presentation** - Brass Plaque Program for properties on the Historic Resource Survey Presented by Bryan Ramona. Stacey Mattox and Suzanna Barucco were present.

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

Penelope Rigatos – Bon Air Road

Ms. Rigatos spoke on a few issues on her street: larger amount of harassment towards her, parking and dogs defecating on her lawn. She also spoke on Bon Air Fire Company.

Peter Diskin – Colfax Road

Mr. Diskin is requesting parking on both sides of Colfax Road. He also presented his own plan to the Board how this would work.

Jake Swann – 522 Oakley Road – On behalf of the Brynford Civic Association, Mr. Swann submitted and appeal to the Zoning Hearing Board to Appellant Court of Court of Common Pleas.

The following individuals are in opposition of the Township and Lower Merion Polo Field Agreement and would like the board to TABLE this and have more discussions:

Kathy Case – 121 County Line Road

**Diane Drentlaw – 138 Rugby Road
Doreen Saar – 748 Rugby Road**

END OF REGISTERED SPEAKERS

Open Forum

The following individuals are in opposition of the Township and Lower Merion Polo Field Agreement and would like the board to TABLE this and have more discussions:

Mia Brower – 123 County Line Road – Nothing protects the field as a Park.

Jacque Cathanella (spelling?) – Lower Merion has a different agreement on their website.

Ray Callan – 629 Dayton Road – Why are we solving their field problems? Buses!

Jake Swann – 522 Oakley Road – Get what we deserve!

Lynn Elliott – Lower Merion has their own agenda.

Bob Dignazio – Athletics Director at Barruck Hebrew School – Their soccer team also uses the Polo Field and they don't want to be left out in the cold.

Peter Landis – There is a lot of worry in the township about this; including Lower Merion School District and their plans.

Ken Sands – Dayton Road – Postpone this.

Mr. Pointon is an advocate of the new Sidewalk Ordinance.

END OF CITIZENS FORUM

Commissioner Holmes responded to the residents.

4. Commissioner Committee Update

Commissioner Forste-Grupp presented her thoughts on the HTFL Renovation Project. The project is finally funded and we are meeting the needs of the community; education, culture and community spirit.

Commissioner Trombetta reported that the Economic Development Committee will be introducing a Business Revitalization & Modernization Matching Grant program for the Board's consideration in December. I also reported that Haverford Township will be offering free parking on Black Friday, Small Business Saturday, and Saturday, December 23 to encourage residents to shop locally this holiday season.

5. Police Department - Crime Update

Chief Viola's report was extensive.

Chief Viola, in his police report, advised residents to take extra precautions to avoid theft this holiday season by having their packages delivered to secure locations, suggesting options such as utilizing lockers or drop boxes for an added layer of security.

6. Bureau of Fire Update

Commissioner Wechsler indicated that their 82 incidents (62 in the township and 20 were Mutual Aid Calls).

7. Township Auditor Update

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

8. Township Manager Update

Mr. Burman will provide updates on items as they are presented for vote.

**9. Approval of Minutes Regular Meeting Minutes of October 10, 2023
Special Meeting of the Board October 30, 2023**

Motion made by Commissioner Quinn and seconded by Commissioner Hart to approve the Regular Meeting Minutes of October 10, 2023.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Quinn and seconded by Commissioner Wechsler to approve the Special Meeting Minutes of October 30, 2023.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve the following warrant #11-2023 totaling \$6,297,899.43

General & Sewer fund Payroll for October 12, 2023 in the amount of \$725,622.89
General & Sewer fund Payroll for October 26, 2023 in the amount of \$812,944.14
General & Sewer fund Payroll for November 9, 2023 in the amount of \$728,477.53
General Fund disbursements #11-2023 in the amount of \$3,228,378.52
Sewer Fund disbursements #11-2023 in the amount of \$188,728.43

**Community Development Block Grant Fund disbursement #11-2023
in the amount of \$36,097.39
Capital Projects Fund disbursement #11-2023 in the amount of \$284,814.54
American Rescue Plan Fund disbursement #11-2023 in the amount of \$275,535.17
Credit Card Statement ending October 27, 2023 in the amount of \$17,300.82**

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Appointment – Business Privilege, Mercantile and Local Services Tax Auditor

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to appoint Marcum LLP to serve as Special Auditor for the Township of Haverford’s Act 511 Business Privilege, Mercantile and Local Services Tax at a professional rate of \$175 per hour.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Business Privilege, Mercantile and Local Services Tax

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to approve an agreement with TriState Financial Group for Administration and Collection of Act 511 Taxes (Business Privilege, Mercantile and Local Services Tax) for the period January 1, 2024 – December 31, 2025.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Agreement Regarding the Use and Maintenance of Polo Field

Motion made by Commissioner Cavender and seconded by Commissioner Hart to approve an Agreement with Lower Merion Township regarding the use and maintenance of Polo Field.

Motion was amended by Commissioner Cavender and seconded by Commissioner Hart to remove “unilateral” on page 2, section 3. All agreed to amendment.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Ordinance No. P14-2023 Traffic (1st Reading)

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P14-2023 authorizing traffic restrictions on the following highway:

Special Purpose Parking Zones-

Establish: In front of 1611 Juniper Road

Establish: 613 Wynnewood Road - On the east side of Kenilworth Road in front of the side entrance

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

THE FOLLOWING ITEM #14 WILL BE STRIKED FROM THE AGENDA.
Motion made by Commissioner Gondek and seconded by Commissioner Forste-Grupp.
All Commissioners Agreed.

14. Ordinance No. P17--2023 Zoning (1st Reading)

Motion: to adopt the first reading of Ordinance No. P17-2023 amending the Code of the Township of Haverford, Chapter 182 – “Zoning,” Article VII – “Supplemental Regulations,” by adding Section 734 – “Limited Municipal Exemption”

15. Ordinance No. P18-2023 Subdivision & Land Development, and Streets and Sidewalks (1st Reading)

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to adopt the first reading of Ordinance No. P18-2023 amending Chapter 160, Subdivision and Land Development, Section 160-5.B(4)(c), and Chapter 157-1, Streets and Sidewalks, to require the installation of sidewalks as a Subdivision or Land Development requirement.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2337-2023 ARPA Purchase – Police Department – 2 Interceptor Power Bikes

Motion made by Commissioner McCloskey and seconded by Commissioner Quinn to adopt Resolution No. 2337-2023 that the Board of Commissioners of Haverford Township hereby approves the usage of monies from the American Rescue Plan Act for the purchase of two (2) Interceptor power Bikes, Light and Siren Kit, Dual Upfit Front and Back Lights and Sirens from RECON Power Bikes, Fort Wayne, IN, in the amount of \$9,805.98.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Resolution No. 2338-2023 Library - Construction Change Order Protocol

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Cavender to adopt Resolution No. 2338-2023 authorizing the Township Manager to approve change orders, cost increases, and similar expenditures in amounts not to exceed \$30,000 related to the construction of the Haverford Township Free Library Renovation and Addition Project.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

18. Resolution No. 2339-2023 ARPA – Professional Services Contract/Township Wide Safe Streets for All (SS4A) Plan

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to adopt Resolution No. 2339-2023 that the Board of Commissioners of Haverford Township hereby approves the usage of monies from the American Rescue Plan Act for a Professional services contract with CH Planning, Philadelphia, PA in an amount not to exceed \$160,000 to create a Township-wide Qualified Safety Action Plan under the Safe Streets for All (SS4A) Program.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

THE FOLLOWING ITEM #14 WILL BE STRIKED FROM THE AGENDA.

**Motion made by Commissioner McCloskey and seconded by Commissioner Gondek.
All Commissioners agreed.**

**19. Resolution No. 2340-2023 Statewide Local Share Assessment Grant – Haverford
Township Free Library Renovation and Expansion**

Motion: to adopt Resolution No. 2340-2023 that the Township of Haverford of Delaware County hereby requests a Statewide Local Share Assessment Grant of \$1,000,000 from the Commonwealth Financing Authority to be used for Haverford Township Free Library Renovation and Expansion, and that the Applicant does hereby designate David R. Burman, Township Manager and Aimee M Cuthbertson, Assistant Township Manager as the officials to execute all documents and agreements between Township of Haverford and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**20. Resolution No. 2341 -2023 Statewide Local Share Assessment Grant – Burmont
Road and Glendale Road Intersection Safety
Improvements and Darby Creek Trail Extension**

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt Resolution No. 2341-2023 that the Township of Haverford of Delaware County hereby requests a Statewide Local Share Assessment Grant of \$1,000,000 from the Commonwealth Financing Authority to be used for Burmont Road and Glendale Road Intersection Safety Improvements and Darby Creek Trail Extension, and that the Applicant does hereby designate David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Township Manager as the officials to execute all documents and agreements between Township of Haverford and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

**21. Resolution No. 2342-2023 Statewide Local Share Assessment Grant – Fire
Apparatus Replacement**

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to adopt Resolution No. 2342-2023 that the Township of Haverford of Delaware County hereby requests a Statewide Local Share Assessment Grant of \$1,000,000 from the Commonwealth Financing Authority to be used for Fire Apparatus Replacement, and that the Applicant does hereby designate David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Township Manager as the officials to execute all documents and agreements

between Township of Haverford and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

22. Resolution No. 2343-2023 Statewide Local Share Assessment Grant – Brookline Park Development

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2343-2023 that the Township of Haverford of Delaware County hereby requests a Statewide Local Share Assessment Grant of \$1,000,000 from the Commonwealth Financing Authority to be used for Brookline Park Development, and that the Applicant does hereby designate David R. Burman, Township Manager and Aimee M. Cuthbertson, Assistant Township Manager as the officials to execute all documents and agreements between Township of Haverford and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

23. Agreement

Public Works

Motion made by Commissioner Wechsler and seconded by Commissioner Hart to approve Independent Contractor Agreement with PAR-Recycleworks, Philadelphia, PA, for services relative to seasonal leaf collection.

Roll Called

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta.

Commissioner Holmes voted No.

24. Contract Awards

Professional Services Contract

Motion made by Commissioner Cavender and seconded by Commissioner Trombetta to award a Professional Services Contract in the amount not to exceed \$160,000 to CH Planning of Philadelphia, PA to create a Township-wide Qualified Safety Action Plan under the Federal Safe Streets for All (SS4A) Program.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks & Recreation – Grange Estate Retaining Wall

Motion made by Commissioner Quinn and seconded by Commissioner Hart to award the Grange Estate Retaining Wall Reconstruction Contract to Ocean Construction, Williamstown, NJ, in the amount of \$82,999; submitting the lowest responsible bid. (CDBG Funds).

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Parks & Recreation – Tree Work at Veterans, Skatium and Grange

Motion made by Commissioner Hart and seconded by Commissioner Quinn to authorize the purchase of tree removal at Veterans and Grange Fields to MG Tree, Broomall, PA, in the amount \$22,350, submitting the lowest responsible quote.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Bureau of Fire – Replacement of Fire Apparatus – E-One

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to issue a purchase order to First Choice Fire Apparatus of Hanover, PA in the amount \$1,222,352 for One (1) E-One Typhoon Chassis Walk-in Rescue Truck, under the Pennsylvania Costars Cooperative Purchasing Contract 013-052.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Bureau of Fire – Replacement of Fire Apparatus – Pierce

Motion made by Commissioner Wechsler and Commissioner Hart to issue a purchase order to Glick Fire Equipment Company of Hatfield, PA in the amount \$4,792,000 for Two (2) Pierce Enforcer 107' Tandem Axle Aerial Trucks and One (1) Pierce Enforcer Pumper Truck, under the Pennsylvania Costars Cooperative Purchasing Contract 013-E22-242.

Roll Called

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

25. Continuation of Citizen’s Forum for Non-Agenda Items

Bryan Ramona – spoke on the roadways and side streets being used as cut throughs.

26. New business

No new business.

27. Other business

1st Ward Commissioner – Brian Gondek

Commissioner Gondek thanked everyone that came out and voted and let it happen.

West Gate Hills will hold their Fall Food Drive.

He wished everyone a Happy Thanksgiving and safe travels.

West Gate Hills will hold their Annual Christmas Tree Lighting Ceremony on December 9th.

2nd Ward Commissioner - Sheryl Forste-Grupp

Commissioner Forste-Grupp thanked the Historical Society for their input, design and presentation of the plaque.

She reminded everyone that there are many open spots on Boards and Commissions for those that are interested in volunteering their time.

3rd Ward Commissioner – Kevin McCloskey

Commissioner McCloskey stated that the Oakmont Civic Association had their Halloween Parade. We have many fine Civic Associations in the Township.

Monday is the Preliminary Budget Meeting for 2024.

Commissioner McCloskey and Commissioner Trombetta will hold their constituent meeting, in this room, on the 15th at 7:00 p.m.

5th Ward Commissioner – Laura Cavender

Commissioner Cavender thanked all the residents for their input regarding the Polo Field. We are better than where we were.

She thanked everyone for coming out to vote.

She, too, reminded everyone to volunteer for Boards and Commissions.

7th Ward Commissioner – Conor Quinn

Leaves will be picked up in the 7th Ward next. Brookline Boulevard is being repaved.

He also thanked everyone for voting.

8th Ward Commissioner – Gerard T. Hart

This is Crash Responders Safety Week. Please raise awareness.

Commissioner Hart read aloud Tony Morinelli's statement. He is appreciative of all the work that is being done on Karakung Drive. Excellent restoration. 100 trees were planted along the Karakung Drive Creek. More trees are going to be planted at Merry Place.

9th Ward Commissioner – William F. Wechsler

Commissioner Wechsler congratulated Commissioner Elect Mike McCollum upon his recent win.

He also congratulated the Fire Companies upon their approved fire apparatus.

Hilltop Civic Association will be adding new volunteers.

He offered safe travels to everyone during the holiday.

4th Ward Commissioner – Judy Trombetta

She also reminded everyone that she and Commissioner McCloskey will be hosting their Constituent Meeting on the 15th at 7:00 p.m.

Discover Haverford will hold their 2nd Annual Holiday Festival on December 2nd, from 12 to 7 p.m. on Brookline Boulevard.

The EAC is working together with Orners - Eagle Road - for uncarved pumpkins. They will be donated to farms for animals to feed on.

There will be a travelling glass recycling program in the township on December 2nd through the 7th, lower level parking lot, from 7 a.m. to sundown. Come and drop off glass bottles.

9th Ward Commissioner – Larry Holmes

Commissioner Holmes congratulated Commissioner-Elect McCollum upon his win.

He thanked everyone that came out tonight.

28. Announcements:

2024 PRELIMINARY BUDGET MEETING – NOVEMBER 20, 2023, 7:00 p.m.

29. All Commissioners agreed to Adjourn.

EXECUTIVE SESSION – 6:15 P.M. - Personnel, Real Estate and Legal Matters
HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA MINUTES
TUESDAY, OCTOBER 10, 2023 AT 7:00 PM

1. **Opening of Meeting** – President of the Board, Larry Holmes, Esq., opened the meeting. The Board met in Executive Session after the Work Session on October 2, 2023 to discuss Personnel matters.

The Board met in Executive Session prior to the meeting to discuss Personnel, Real Estate and Legal Matters.

- a. **Roll Call** – All 9 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Also present were: Aimee M. Cuthbertson, CPA, Assistant Township Manager, Ross Anderson, CPA, Township Auditor, John F. Walko, Esq., Township Solicitor, Chief John Viola, Dan Mariani, Public Works Director, Brian Barrett, Parks and Recreation Director, Kelly Kirk, Zoning Hearing Officer and Chuck Faulkner, Township Engineer

- b. **Pledge of Allegiance**

2. **Announcement**

The Board of Commissioners will conduct a Special Meeting on Monday, October 30th at 7 PM to consider awarding contracts for the Library Renovation and Expansion Project and to consider the 2nd reading of an Ordinance authorizing the acquisition of 1 Mill Road.

3. **Proclamations** – Brookline Baseball Champions Proclamation was presented by Commissioner Quinn

Fire Prevention Week Proclamation was read aloud by Commissioner Wechsler

4. **Invited Guest:** District Attorney Jack Stollsteimer

District Attorney Stollsteimer highlighted two major initiatives in Delaware County; specifically - Haverford and Upper Darby Townships. Congresswoman Scanlon help to fund a Mental Illness Initiative dedicated and staffed by mental health professionals.

County Council has earmarked \$40 million dollars to do major construction at the County Jail.

5. **Citizens Forum – 20 Minutes Registered Speakers – 20 Minutes Agenda Items Only**

The following residents all raised their concerns regarding the Polo Field Agreement (the Agreement that no one has seen, Maintenance of the field usage and cutting of trees):
Haverford Township and Lower Merion Township:

Kathy Case – 121 County Line Road
Peter Landry – 757 Polo Road

Mia Brower – 123 County Line Road

The following residents raised their concerns regarding the Pickleball Court at Paddock Park (noise, hiring a sound engineer, need for one sided parking on Colfax and sound proof curtains):

Jim DiMarco – 301 Colfax Road

Al DelMonte – 217 Colfax Road

Paul Kelly – 303 Colfax Road

END OF REGISTERED SPEAKERS

No one spoke during Agenda Items.

Responses: Commissioner Cavender stated that she would address the Polo Field later in the meeting.

Mr. Barrett addressed the Pickleball Court noise: He indicated that there is a significant reduction in sound. Consideration is being given to place them on the Merrybrook Road side. We cannot eliminate the sound.

Commissioner Trombetta thanked everyone for coming out tonight with their Pickleball noise concerns. This has been a very challenging issue.

6. Township Auditor Update – Mr. Anderson reviewed the warrants and found no irregularities.

7. Approval of Minutes Regular Meeting Minutes of September 11, 2023

Motion made by Commissioner Quinn and seconded by Commissioner Trombetta to approve the Regular Meeting Minutes of September 11, 2023.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

8. Approval of Warrants

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to approve the following warrant #10-2023 totaling \$4,717,959.43

General & Sewer fund Payroll for September 14, 2023 in the amount of \$747,528.64

General & Sewer fund Payroll for September 28, 2023 in the amount of \$763,515.70

General Fund disbursements #10-2023 in the amount of \$2,178,391.65

Sewer Fund disbursements #10-2023 in the amount of \$152,119.17

**Community Development Block Grant Fund disbursement #10-2023
in the amount of \$34,252.53**

Capital Projects Fund disbursement #10-2023 in the amount of \$85,484.17

**American Rescue Plan Fund disbursement #10-2023 in the amount of \$161,831.88
DEBT SERVICE 2023 A SERIES BONDS #10-2023 in the amount of \$392,114.01
DEBT SERVICE 2023 B SERIES BONDS #10-2023 in the amount of \$190,026,76
Credit Card Statement ending September 27, 2023 in the amount of \$12,694.92**

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

9. Ordinance No. P10-2023 Traffic (2nd Reading)

Motion made by Commissioner Cavender and seconded by Commissioner Wechsler to adopt the second reading of Ordinance No. P10-2023 establishing and rescinding traffic restrictions on the following highways:

Special Purpose Parking Zones

ESTABLISH:

In front of 1531 Dorchester Road

RESCIND:

In front of 2545 Rosemont Avenue

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

10. Ordinance No. P11-2023 Acquisition of 1 Mill Road (1st Reading)

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to adopt the first reading of Ordinance No. P11-2023 authorizing the acquisition of 1 Mill Road, Havertown, Pa, by deed in lieu of condemnation subject to review, acceptance and approval of the final agreement by the Township Solicitor and by the Township Manager.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

11. Amend Chapter 182- Zoning/Adding Section 734 "Limited Municipal Exemption"

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Trombetta to forward draft language to the Haverford Township and Delaware County Planning Commission for comment amending Chapter 182, Zoning, Article VII, Supplemental

Regulations, adding Section 734 regarding a limited municipal exemption, also subject to the required public hearing prior to formal introduction by the Board of Commissioners.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

12. Resolution No. 2328-2023 Plan Revision for New Land Development –
4008 Darby Road

Motion made by Commissioner McCloskey and seconded by Commissioner Cavender to adopt Resolution No. 2328-2023 that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the “Official Sewage Facilities Plan” of the Township of Haverford for New Land Development for property located at 4008 Darby Road.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

13. Resolution No. 2329-2023 Lot Line Change – 104 and 108 Allgates Drive

Motion made by Commissioner Cavender and seconded by Commissioner McCloskey to adopt Resolution No. 2329-2023 the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission are hereby adopted and the Lot Line Adjustment Plan for Edmund & Michele Grant, 104 & 108 Allgates Drive, Haverford Township, Delaware County, dated April 28, 2023, and last revised on August 11, 2023, is approved subject to compliance with the recommendations described hereinabove.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

14. Resolution No. 2330-2023 ARPA – Haverford Reserve Replacement Fence

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to adopt Resolution No. 2330-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$6,153.00 of the Township’s American Rescue Plan Fund authorizing the installation of fencing within Haverford Reserve Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

15. Resolution No. 2331-2023 ARPA – Haverford Reserve Ballfield Replacement Lights

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to adopt Resolution No. 2331-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$13,931.60 of the Township's American Rescue Plan Fund allocation for the replacement of 30 light bulbs and 10 ballasts on the turf field light at Haverford Reserve.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

16. Resolution No. 2332-2023 ARPA – Paddock Park – Paving

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to adopt Resolution No. 2332-2023, that the Board of Commissioners of Haverford Township hereby approves the use of \$12,787.00. of the Township's American Rescue Plan Fund allocation for the paving at Paddock Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

17. Resolution No. 2333-2023 ARPA – Grange Pickle Ball Court Sound Proof Curtains

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2233-2023 that the Board of Commissioners of Haverford Township hereby approves the use of \$18,062.50. of the Township's American Rescue Plan Fund allocation for the sound curtains at Grange Park.

Roll Called.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart and Trombetta.

Commissioners Wechsler and Holmes voted No.

18. Resolution No. 2334-2023 Delco Green Ways Grant Program Application

Motion made by Commissioner Hart and seconded by Commissioner Quinn to adopt Resolution No. 2334-2023 authorizing Brian Barrett, Director, Parks and Recreation Department to file application with the Delaware County Delco Ways Grants Program to help fund Brookline Park.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

19. Resolution No. 2335-2023 Announcement of Public Hearing

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to adopt Resolution 2335-2023 announcing a public hearing regarding proposed amendments to Chapter 160, Land Development and Subdivision and Chapter 157, Streets and Sidewalks, requiring the installation of sidewalks as a subdivision or land development requirement. Said hearing will be held on Monday, November 13, 2023 at 6:15pm at the Haverford Township Administration Building, 1014 Darby Road, Havertown, Pennsylvania.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

20. Women & Minority Business Enterprises. (WMBE) Economic Development Grant Program—Recommendations presented to the Board of Commissioners

Motion made by Commissioner Gondek and seconded by Commissioner Trombetta to accept recommendations to award (10) \$10,000.00 Grants to Women & Minority Business owners; as announced.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

21. Contract Awards

Township Building Façade

Motion made by Commissioner Wechsler and seconded by Commissioner Quinn to reject all bids for the Façade Replacement Project.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

22. Purchases

Parks & Recreation

Fencing – Haverford Reserve

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the purchase of installation and railing at Haverford Reserve Turf Field, in the amount of \$6,153.00, from FenCo, Inc., West Chester, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Replacement of Ballfield Lights – Haverford Reserve

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the purchase and installation of replacement ballfield lights at the Haverford Reserve Turf field:

The project includes renting a 120-foot boom from Bestline Equipment, West Chester, PA, in the amount of \$4,162.00, purchase thirty 1500 metal halide lamps from Rittenhouse Electric Supply Co., Ardmore, PA, in the amount of \$1,498.50, purchase ten Ballasts from Colonial Electric, King of Prussia, PA, in the amount of \$3,100.00 and labor to be performed by Charles A. Higgins, Media, PA, in the amount of \$5,171.10.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Paddock Park – Paving

Motion made by Commissioner Hart and seconded by Commissioner Trombetta to authorize the repaving of the surface behind the basketball court at Paddock Park, in the amount of \$12,787.00. Work to be completed by J. Tarquini and Sons Paving Co, Springfield, PA.

Roll Called.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Grange Park – Pickle Ball Courts – Sound Proof Curtains

Motion made by Commissioner Hart and seconded by Commissioner Wechsler to authorize the purchase of sound proofing curtains for Grange Pickle Ball Courts, from JMC Lighting, LLC, Alameda, CA, in the amount of \$18,062.50.

Roll Called.

7 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Commissioners Wechsler and Holmes voted No.

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

The following residents all spoke on the Polo Field:

Kathy Case – upset about the plan. Huge problems already.

Lynn Elliott – trees being cut down, the bus drop-off and the need for residents to have trust in the board. Urged board to vote no on the agreement with Lower Merion.

Kathleen Sheridan – she also spoke on the unseen agreement.

The following residents continued to speak on noise concerns at the Pickleball Court

Paul Kelly and Jim DeMarco

A 13-year resident spoke against the new store, One Stop Shop that opened on Darby Road. This is a downturn for the township. Children are wandering by; including her children.

Todd Hall – Country Club Lane

Mr. Hall requested the board to consider adopting an ordinance prohibiting gas leaf blowers. This is an environmental concern. He also requested that the board announce the leaf collection schedule during a meeting.

Rosalind Spiegel – 734 Preston Avenue

Ms. Spiegel announced that October is Physical Disability Month.

24. New business

Commissioner Wechsler provided the September Bureau of Fire Report.

Commissioner Cavender made a motion and was seconded by Commissioner Trombetta to adopt Resolution No. 2336-2023 condemning all acts of terrorism in Israel and calls for an immediate cessation of violence to ensure the safety and security of all people in the region.

All 9 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

25. Other business

1st Ward Commissioner Brian Gondek, Esq.

Commissioner Gondek spoke on the civilians that were massacred in Israel.

He offered his thank you to all the staff and volunteers for Haverford Township Day.

He thanked the Police Department, First Responders, EMS and all the volunteer firefighters. He also reminded everyone to please get a FLU Shot.

There is one more week for the Shade Tree Lottery.

Upcoming 1st Ward Events:

West Gate Hills Civic Association will hold their Halloween Festivities/Movie night on October 13, 2023.

1st Ward Constituent Meeting will be held in the Commissioners Meeting Room on October 26th.

2nd Ward Commissioner Sheryl Forste-Grupp, Ph.D.

Commissioner Forste-Grupp thanked Commissioner Cavender for introducing the Peace in the Middle East Resolution.

Haverford Township Day was a great day.

November 14th will be the Dewey Decimal 5K Run/1 Mile Walk.

She thanked the Public Works Department for renovating an old SEPTA bus that will be used as a mobile traveling library while the current library is under renovations. She also announced that the continuation of the Pennsy Trail is in the process. She offered her thanks to former Commissioner Mario Oliva and former Parks and Recreation Director Tim Denny.

Llanerch Fire Company's Open House will be this Friday at 6:30 p.m.

3rd Ward Commissioner Kevin McCloskey, Esq.

Upcoming Events

Commissioner McCloskey announced that Oakmont Fire Company's Open House will be Friday at 6:30.

Oakmont Civic Association Halloween Parade will begin 10:30 a.m. at Grasslyn Field on October 28th.

October 14th will be the Kelly Music Festival dedicated to First Responders.

Commissioners McCloskey and Trombetta will hold their constituent meeting on October 23rd at 7:00 p.m. in this room.

He thanked everyone involved in Haverford Township Day.

5th Ward Commissioner Laura Cavender

Commissioner Cavender thanked 5th Ward Residents for coming out tonight and for the last 18 months. She understands everyone's doubts. The draft agreement has been continually revised and will be completed.

7th Ward Commissioner Conor Quinn

Commissioner Quinn offered prayers for Israel.

This year's Billy Lake ALS Basketball Marathon will be held this Saturday at Msgr. Bonner from 8 – 5 p.m.

Another successful Haverford Township Day; including the Meatball Eating Contest.

He also announced progress on the Pennsy Trail.

8th Ward Commissioner Gerry Hart, M.D.

Grange Park News: Commissioner Hart announced that a new piece of playground equipment will be installed, slope renovation, installation of new basketball backboards and resurfacing/pacing of the court. On October 12th he, Brian Barrett and others will be meeting at the Pavilion.

October 13th will be Movie Night at the Grange.

October 13th will be Oktoberfest at Nitre Hall from 7 – 10.

9th Ward Commissioner William F. Wechsler

Commissioner Wechsler thanked everyone involved in coordinating and the final clean-up of Haverford Township Day.

Bon Air Fire Company will hold their Open House on October 13, 2023 and they will be holding a Food Drive from 12:00 to 2:30. He thanked all the fire companies for visiting schools and day cares to teach fire safety.

He reminded everyone to not light candles on the second floor of your home.

4th Ward Commissioner Judy Trombetta

Commissioner Trombetta thanked Commissioner Trombetta for initiating the Israel terrorist attacks

She also thanked everyone involved in Haverford Township day.

Paddock Civic Association will hold their Fall Fest on October 28th from 1:45 – 5 p.m.

6th Ward Commissioner Larry Holmes, Esq.

Commissioner Holmes was glad to hear that during Haverford Township day, all businesses in the township 50 years or more were recognized.

This is an Election year, vote the right people in office.

26. All Commissioners agreed to adjourn.

MINUTES

**SPECIAL MEETING
Board of Commissioners
Commissioners Meeting Room**

**October 30, 2023
Monday, 7:00 p.m.
Township of Haverford**

1. Opening of Meeting – President of the Board, Larry Holmes, opened the meeting.
 - a. Roll Call – All Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.
 - b. Pledge of Allegiance

2. Citizens Forum – 20 MINUTES – AGENDA ITEMS ONLY

Todd Hall – 2nd Ward Resident

Mr. Hall is concerned about the cost, use of the library and to please keep careful watch on spending.

Jim Hazelton

The library dollars don't add up.

Monet Riley – 9th Ward Commissioners Candidate

Kids have a place to go and residents want to live here.

Bob Brennan

Library renovation is a great idea but dollar wise, it is too high. The house purchase is also a big mistake for only 11 spaces.

Joe Lynch

Mr. Lynch is against the library cost and the traffic that will be generated on Mill Road. The economics don't make sense.

Fran McHugh

Ms. McHugh wants to know what the cap is on spending?

Diane Amateo – Earlington Road

Ms. Amateo stated that the first renovations at the library were in 1979. This location is the heart of the community and supports library renovations.

Ms. Ander fully supports the library. All her children used it regularly.

END OF REGISTERED SPEAKERS

RESPONSES TO CITIZENS FORUM

Commissioner Holmes also indicated that we needed 10 spaces for Zoning Hearing Board Approval. We are not limited to 11 spaces.

The CAP: We will budget and have a contingency. The Bond is for \$25,000,000 which does include other projects. \$21.8 cost includes money that we have received from ARPA (\$3 million) and Grants (\$3 million).

Commissioner Gondek also tried to explain the budget financial process.

Mr. Ken Matthews does not foresee any problems with the Responsible Contractors Ordinance.

Commissioner Quinn also raised concerns on more cars travelling within the area streets and if trees will be planted between the parking lot and the homeowner next door.

3. Contract Awards for the Library Renovation and Expansion Project

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Trombetta to award the General Construction Contract to Rycon Construction, Inc. of Philadelphia, PA in the amount of \$10,019,465; submitting the lowest responsible bid.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Cavender to award the Plumbing and Fire Protection Construction Contract to Dolan Mechanical, Inc. of Sicklerville, NJ in the amount of \$933,000; submitting the lowest responsible bid.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Wechsler to award the HVAC Construction Contract to Dolan Mechanical, Sicklerville, NJ in the amount of \$2,276,000; submitting the lowest responsible bid.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Hart to award the Electrical Construction Contract to AJM Electric, Inc. of Chester, PA in the amount of \$1,635,830; submitting the lowest responsible bid.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

4. Ordinance No. P11-2023 Acquisition of 1 Mill Road (2nd Reading)

Motion made by Commissioner Forste-Grupp and seconded by Commissioner Trombetta to adopt the second reading of Ordinance No. P11-2023 authorizing the acquisition of 1 Mill Road, Havertown, Pa, by deed in lieu of condemnation; subject to review, acceptance and approval of the final agreement by the Township Solicitor and by the Township Manager.

All Commissioners Voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Cavender, Quinn, Hart, Wechsler, Trombetta and Holmes.

5. All Commissioners agreed to adjourn.

HVERFORD TOWNSHIP FINANCE DEPARTMENT

MEMORANDUM

DATE: NOVEMEBR 13, 2023

TO: DAVID R. BURMAN, TOWNSHIP MANAGER

FROM: AIMEE CUTHBERTSON
DIRECTOR OF FINANCE/ASST TOWNSHIP MANAGER

SUBJECT: APPOINTMENT OF MARCUM LLP AS BUSINESS TAX AUDITOR

On the November 13, 2023 agenda is a professional services agreement with Marcum LLP to serve as the Township's Act 511 independent auditor. Act 511 governs business privilege, mercantile and local service tax collection.

Our previous agreement was with McCarthy & Company of Blue Bell, PA and they have recently merged with Marcum LLP. Our current team from McCarthy will remain as our contacts and are experienced and fluent in the interpretation of this niche of tax compliance.

The work of the auditor is used only on an "as needed basis" but remains a very important mechanism in our efforts to identify non-compliant businesses. The hourly rate will be a discounted \$175.00 per hour.

If you have any questions, please don't hesitate to contact me.

AGREEMENT
REGARDING THE USE AND MAINTENANCE OF POLO FIELD

THIS AGREEMENT made the _____ day of _____, 2023, between the TOWNSHIP OF HAVERFORD, a Home rule municipality situated in Delaware County, Pennsylvania (hereinafter referred to as "Haverford"), party of the one part, and the TOWNSHIP OF LOWER MERION, a Township of the First Class situated in Montgomery County, Pennsylvania (hereinafter referred to as "Lower Merion"), party of the other part.

WITNESSETH:

WHEREAS, on July 3, 1944, Bryn Mawr Playfield Association leased to Haverford and Lower Merion a tract of land on Railroad Avenue, in Bryn Mawr, Haverford Township, Delaware County, containing 18.28 acres, more or less, (hereinafter referred to as "Polo Field") upon the terms and conditions therein set forth, a copy of the lease being attached as Exhibit "A"; and

WHEREAS, on June 11, 1945, Haverford and Lower Merion entered into an agreement with The Bryn Mawr Horse Show Association with respect to the removal of the stables then located on Polo Field; and

WHEREAS, Haverford and Lower Merion have been jointly operating Polo Field for almost eight decades for the use of the residents of both Townships, and the parties hereto consider it advisable at this time to reduce to writing the understandings and practices heretofore in effect and those to govern future use; and

WHEREAS, Haverford and Lower Merion entered into an Agreement dated March 14, 1983, and attached as Exhibit "B", relating to the maintenance, upkeep and capital improvements to Polo Field, which this Agreement is intended to replace;

WHEREAS, both parties recognize and acknowledge Polo Field has been covenanted in perpetuity for "regular use of the said premises as a playground, playfield, or park" and agree that such uses shall remain for the benefit of the general public;

NOW THEREFORE, in consideration of the mutual undertakings hereinafter set forth, the parties agree as follows:

1. The prior contributions made by Lower Merion in capital improvements on Polo Field shall be set off against any claims, liens or equity in Polo Field which Haverford had by reason of unpaid taxes thereon at the time the aforesaid lease agreement of July 3, 1944 was entered into, with the result that Haverford and Lower Merion now have maintained an equal interest and equity in the said lease agreement and Polo Field with neither party obligated to make lease payments to the other beyond undertaking the obligations set forth below.

2. Repairs and maintenance. The financial obligation and responsibility for repairs and maintenance of Polo Field shall be borne by both parties as set forth on Exhibit "C" attached. Ad hoc maintenance issues that arise from time to time will be resolved by the Parks and Recreation Director who received a complaint, or between the Parks and Recreation Directors of the two Townships and/or between the Directors and the Township Managers of the two Townships, as is appropriate. The Township Managers can agree from time to time to revise maintenance responsibilities and shall set that revision forth in writing as an amendment to Exhibit "C".

3. Capital investments and improvements. From and after the date hereof, all capital investments in and improvements desired by Lower Merion Township to and for Polo Field shall be jointly agreed upon by Haverford and Lower Merion, and the costs of mutually agreeable and desired capital improvements shall be shared equally by them or paid for as otherwise agreed by Haverford and Lower Merion. Furthermore, if a permittee of Lower Merion wishes to make capital improvements to benefit their use of the athletic fields, Lower Merion shall contract with the permittee and shall obtain the express written approval of the Haverford Township Board of Commissioners prior to permitting any capital improvements to be installed. Lower Merion specifically agrees that this Agreement does not provide Lower Merion or any of its permittees with the unilateral right to install any capital improvements, including, but not limited to, capital improvements of amplification systems, lighting installations, or permanent fixtures to the baseball fields including, but not limited to, dugouts and bleachers.¹ In addition,

¹ Contemporaneous with the execution of this Agreement, Lower Merion Township is entering into a license agreement, referenced in paragraph 5(e) below, permitting the Lower Merion School District ("LMSD") to use the Softball and/or Baseball Fields during certain times for the benefit of its Black Rock Middle School ("BRMS") baseball and softball teams and their opponents during BRMS games. Pursuant to such agreement, LMSD is providing Two Hundred and Seventy-Five Thousand Dollars (\$275,000) in funding exclusively for Polo Field capital improvements to community resources on Polo Field, to use as Haverford shall determine, plus One Hundred and Fifteen Thousand

nothing in this Agreement shall provide Lower Merion or its permittees with the right to unilaterally install any capital improvements due to a claim of a natural expansion or change in need of the use of Polo Field. Notwithstanding the preceding, nothing in this Agreement shall restrict Haverford Township from installing capital improvements to Polo Field, at its discretion. Lower Merion and Haverford, in conjunction with the Lower Merion School District (pursuant to a separate agreement with Lower Merion), each have agreed to pay an equal one-third (1/3) of the costs ("Driveway expansion costs") necessary to expand the existing driveway access into Polo Field from County Line Road to permit buses and/or emergency vehicles to contemporaneous enter and/or exit the parking lot, with such costs conceptually estimated at this time to be approximately \$75,000. Driveway expansion costs shall only include the amount paid to the successful bidder with respect to the project in the amount originally bid. Any and all costs to be paid to Haverford Township under this Agreement shall be paid within thirty (30) days of Haverford Township becoming the legal owner of Polo Field pursuant to the property transfer contemplated under Paragraph 15.

4. Rules and regulations. The rules and regulations for Polo Field shall be the current park and regulations for Haverford and shall be posted by Haverford in conspicuous places, and may be revised from time to time by the Board of Commissioners of Haverford Township.

5. Permitting. Lower Merion and Haverford will share permitting responsibilities for athletic field areas of Polo Field, and shall each enforce all rules, requirements, responsibilities, and conditions of the permit as set forth on the applicable permit and/or as further set forth in Exhibit "D" for their permittees. The goal in permitting athletic fields will be for each Township to have the availability of the fields for 50% of the time and, as such, the following terms and conditions shall apply to such permitting:

a. Except as set forth below, Lower Merion will give priority consideration to any request of the Haverford Department of Parks and Recreation for seasonal permits. Special situation permits

Dollars (\$115,000) in funding to construct a bus turn-around for improved maneuverability through the Polo Field parking lot, and is agreeing to pay 1/3 of the costs necessary to expand the driveway into the Polo Field parking lot (with Lower Merion and Haverford splitting the remaining costs so that all three entities pay an equal 1/3 of the costs, with such costs conceptually estimated at this time to be approximately \$75,000). The parties of this Agreement agree that the use of such funds provided shall not be used for amplifications systems, lighting installations, or baseball field bleachers and dugouts.

requested by the Haverford Department of Parks and Recreation for use of any athletic field area will be given priority by Lower Merion. Special situation permits shall be defined to include situations requiring the rescheduling of a permit originally scheduled at another area, and the scheduling of an event sponsored by the Township of Haverford. In all cases, every effort will be made to schedule the special activities of Haverford.

b. Haverford will have priority to use and permit multi-purpose fields #1 and #3 (Railroad Avenue) seven days per week from 8:00 A.M. to dusk.

c. Lower Merion will have priority to use and permit multi-purpose field #2 seven days per week from 8:00 A.M. to dusk.

d. Haverford will have priority to use and permit the Softball Field on Monday and Wednesday from 6:00 P.M. to dusk and on Sunday from 8:00 A.M. to dusk, and the Baseball Field on Monday, Wednesday and Friday from 6:00 P.M. to dusk and on Sunday from 8:00 A.M. to dusk.

e. Lower Merion will have priority to use and permit the Softball Field and the Baseball Field Monday through Friday from 8:00 A.M. to 6:00 P.M., on Tuesday, Thursday and Friday from 6:00 P.M. to dusk and on Saturday from 8:00 A.M. to dusk. It is acknowledged that Lower Merion has contracted with the Lower Merion School District, which shall be considered a "permittee" under this Agreement, to permit the use of the Softball and/or Baseball Fields by Black Rock Middle School students during certain times. Any amendment to that contract, a copy of which is attached as Exhibit "E" will be subject to Haverford's written agreement.² Lower Merion agrees that no other public schools except the Black Rock Middle School shall be issued permits for use of any fields on Polo Field without the written permission of the Haverford Township Board of Commissioners. Lower Merion agrees that no changes in the Lower Merion School District's school schedule shall provide a right to amend this Agreement.

² It is intended that LMSD will use the bus drop-off/pick-up improvements to be installed for the Polo Field parking lot for all bus passenger drop-offs and pick-ups. Until such improvements are constructed, buses shall be permitted to drop-off/pick-up in the Polo Field parking lot but shall park in Lower Merion Township. If, at the sole discretion of Haverford Township, it is determined that certain days/times accommodate adequate bus parking and car parking in the Polo Field parking lot, the Haverford Township Manager may permit buses to remain in the parking lot at such limited times/dates.

f. Copies of all schedules and calendars of events shall be exchanged seasonally by Lower Merion and Haverford's Department of Parks and Recreation and/or upon request. On an annual basis, the Parks & Recreation directors of both Townships shall review permitting times and adjust as needed by mutual agreement, with final approval coming from Haverford.

g. The Parties agree that the priority uses and permitted times set forth above are contemplated to encompass the entirety of the time a permittee and/or a permittee's attendees or participants are expected to be on Polo Field during such permitted times, excepting unforeseen or unplanned circumstances. As such, the Parties agree that the permitted activities will be scheduled to conclude with sufficient time for permittee participants and attendees to leave Polo Field prior to the scheduled arrival of the subsequent permittees. If issues of traffic congestion or scarcity of parking continue to occur due to permittee participants/attendees either delaying their leaving of Polo Field or arriving early to Polo Field outside of the permitted times, the Parties agree that they will require their respective permittees to communicate to the permittee attendees/participants the need to exit/enter Polo Field only during the permitted times.

6. Parking. Permittees providing transportation to Polo Field using full-size buses or similar vehicles exceeding twenty-five feet (25') in length shall be permitted to park only in the designated bus parking location(s) in the Polo Field parking lot. If there is not sufficient room for bus parking in the Polo Field parking lot as determined by Haverford Township (e.g. parking would result in maneuverability, accessibility or other safety issues for school buses or other vehicles), Lower Merion Township and Lower Merion Township-based permittees shall then provide for off-site bus parking in Lower Merion Township and not in Haverford Township. Such agreed-upon use of Polo Field parking lot includes, but is not limited to, the parking of buses by permittees of Lower Merion Township, including the Lower Merion School District. Buses shall not be permitted to idle in Polo Field parking lot longer than reasonably necessary for dropping off or picking up passengers.

7. Joint cooperation. The Parks and Recreation Directors of Haverford and Lower Merion shall meet prior to each athletic season, during each year, to discuss the existing and potential recreational needs at Polo Field and to agree upon ad hoc modifications of the repair and maintenance obligations set forth herein for their mutual convenience. The Haverford and Lower Merion Township Managers will

resolve any disagreement over these needs and obligations and are hereby authorized to, and shall have the power to, amend Exhibit "C" to reflect their understandings, with final approval coming from Haverford Township.

8. Terms. The initial term of this Agreement shall be ten (10) years. Thereafter, unless (a) this Agreement is terminated prior to the expiration of any term either by mutual consent of the parties or pursuant to Paragraph 10, below, or (b) Lower Merion provides Haverford with a written notice of non-renewal at least 120 days prior to the expiration of any term, this Agreement shall automatically renew for a new ten (10) year term. After the automatically renewed ten (10) year term of this Agreement expires, and if there has not been a previous termination of the Agreement and if there is no outstanding breach of this Agreement, as it may have been amended, Lower Merion shall have the right, but not the obligation, to enter into new, reoccurring agreements with Haverford Township related to the maintenance and use of Polo Field for reoccurring ten (10) year terms if Lower Merion is not in breach of any such future agreement(s). The parties agree that any such future agreement(s) will provide for reasonable terms, conditions, and restrictions that are similar to this Agreement.

9. Material Breach. Any of the following occurrences shall constitute a material breach of this Agreement:

- a. A pattern of failing to perform the maintenance responsibilities set forth in Exhibit "C."
- b. Causing significant damage (left unrepaired), beyond normal wear and tear, to Polo Field, including but not limited to damage to the athletic fields.
- c. A pattern of issuing permits for the athletic fields beyond the permitted times, locations, and allotments set forth in Paragraph 5, above.
- d. A pattern of failing to enforce any permit requirements, including any requirements or conditions set forth in Exhibit "D."
- e. A pattern of allowing permittees, licensees, and invitees to violate the rules and regulations of Polo Field.
- f. A pattern of allowing permittees, licensees, and invitees to trespass on any private property surrounding Polo Field.

g. A pattern of allowing permittees, licensees, and invitees to violate Haverford's ordinances related to noise, alcohol, littering, disturbance of the peace, or on its parks and playgrounds.

h. A pattern of allowing permittees, licensees, and invitees to block vehicular circulation in and around Polo Field including but not limited to incidents arising from improper parking or violations of the bus parking requirements as set forth in Paragraph 6, above.

i. A pattern of failing to enforce the capacity limits for Polo Field and its facilities, including but not limited to parking and traffic, so as to create health and safety issues to attendees, pedestrians, other vehicles, and the surrounding properties.

j. Failing to make timely, full payments of any amounts due under this Agreement, including but not limited to the financial obligations set forth in Exhibit "C", as may be amended from time to time pursuant to Paragraph 2 above.

10. Breach of the Agreement.

a. If either party materially breaches this Agreement, then the non-breaching party shall issue upon the breaching party a written notice to cure the breach. For any material breach that will require the repair of damage, beyond normal wear and tear, to Polo Field, including but not limited to damage to the athletic fields, the breaching party shall be afforded a reasonable amount of time to effectuate those repairs based on the nature of the damage and availability of labor and materials. For any other material breach, the breaching party shall be afforded forty-five (45) days from the date notice of the breach was provided.

b. If the breaching party does not cure the material breach or, as circumstances dictate, make reasonable progress to cure the breach within those specified time periods, then the non-breaching party may declare a default of this Agreement and terminate the same.

c. Upon termination, this Agreement shall cease, effective immediately and the non-breaching party shall be entitled to enforce this Agreement by an action brought in equity, including injunctive relief, and/or may pursue civil damages for any damages, losses, expenses and costs occurred by the non-breaching party, including reasonable attorneys' fees, court costs, and expert witness fees, in the Court of Common Pleas of Delaware County, Pennsylvania (being the county where Polo Field is situated), to remedy the breach or enforce the termination of this Agreement.

d. For the purposes of this Paragraph, it is mutually understood by and between the parties that they are responsible for, and accountable under this Agreement for, the conduct of their permittees, licensees, and invitees which may give rise to a material breach including but not limited to them causing damage to Polo Field consistent with Paragraph 9.b, above.

e. It is mutually understood by and between the parties that nothing in this Paragraph is intended to limit or waive the parties' right to file an action for declaratory and injunctive relief for the purposes of seeking judicial review of any alleged material breach of this Agreement prior the termination thereof.

f. The parties agree that a proper cure for a breach of this Agreement related to improper parking, excessive traffic, vehicles creating safety issues to pedestrians or other vehicles, and/or blocking vehicular circulation in and around Polo Field may be a requirement for the party alleged to be in breach to provide traffic enforcement and/or parking personnel, at such party's sole cost, at such times when such issues are reasonably expected to reoccur.

11. Amendment. Haverford and Lower Merion Parks and Recreation, and if desired, Township Managers, shall confer on an annual basis to assess whether any updates to this Agreement are needed and, if so, thereafter negotiate in good faith an appropriate amendment hereto, which shall be in writing and approved by the respective governing bodies of the parties, except as provided for in Paragraph 7 or elsewhere in this Agreement.

12. Entire Agreement. When accepted, the Agreement will constitute the complete and exclusive statement of the terms of the agreement between the parties hereto, are intended as a final expression of the terms of such agreement and will supersede all prior and contemporaneous agreements, inducements or conditions, express or implied, oral or written. No course of prior dealings between the parties shall be relevant to supplement or explain any term herein. This provision shall not apply to the administrative decisions or changes of the employees of the parties, as expressly set forth and when permitted herein.

13. Hold Harmless. The parties agree that each, and the property owner of Polo Field, shall be held harmless by the other from any and all liability arising from any operation or use under this Agreement of Polo Field by the other party or their agents, invitees or employees, including such party's

maintenance responsibilities set forth in Exhibit "C", or any other person using Polo Field through or by such other party, including a party's permittee, or due to the negligence, reckless conduct or willful misconduct of the other party. Haverford and Lower Merion agree that they may enter into separate agreements with other parties to hold Haverford and/or Lower Merion harmless, including their elected or appointed officials, employees, and agents, from claims arising from the use of Polo Field.

14. Insurance. Both parties agree to maintain general liability bodily injury and property damage insurance or group self-insurance in the minimum amount of one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage for each occurrence of injury or damage and an aggregate limit of not less than three million dollars (\$3,000,000.00). Both parties agree to list the other as additional insured on a primary and non-contributory basis.

15. Understanding as to Future Ownership of Polo Field. The parties agree and acknowledge that it is contemplated and expected that the current landowner of Polo Field, the Bryn Mawr Playfield Association, will be transferring ownership of Polo Field to Haverford Township and, as such, Haverford Township is expected to become the legal landowner of Polo Field and the property owner of Polo Field. In executing this Agreement, Lower Merion agrees that it will not oppose, obstruct, impair, or delay any such transfer of ownership of Polo Field to Haverford Township and shall recommend to its appointed Director on the Bryn Mawr Playfield Association Board of Directors to support the Association's transfer of Polo Field to Haverford for nominal consideration. The parties agree that they will take any actions within their power to effectuate such transfer within one (1) year of effective date of this Agreement. In turn, upon becoming the legal property owner of Polo Field, Haverford Township agrees that the terms and rights of this Agreement shall remain effective and unchanged, unless amended or terminated pursuant to the terms provides herein. The parties agree that, if such transfer does not occur due to actions or inactions of Lower Merion Township, this Agreement shall be deemed void and of no effect. The parties further agree that pending the transfer, the School District is permitted to use the fields pursuant to this Agreement and its agreement with Lower Merion Township.

16. Mutual Drafting of Agreement. Each Party has participated in the negotiation and drafting of this Agreement, and thus the Agreement shall not be construed against either party as the drafter.

17. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

Signature page to follow.

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

TOWNSHIP OF HAVERFORD

By: _____
C. Lawrence Holmes, President

Attest: _____
David R. Burman, Secretary

TOWNSHIP OF LOWER MERION

By: _____
Todd M. Sinai, President

Attest: _____
Jody L. Kelley, Secretary

Exhibit "A"

THIS AGREEMENT made the *third* day of July, 1944, by and between BRYN MAWR PLAYFIELD ASSOCIATION, a corporation under the laws of the State of Pennsylvania (hereinafter called the Lessor), of the one part, and TOWNSHIP OF HAVERFORD, in the County of Delaware and State of Pennsylvania, and TOWNSHIP OF LOWER MERTON, in the County of Montgomery and State of Pennsylvania (hereinafter called the Lessees), of the other part; WITNESSETH that the Lessor does hereby demise and lease unto the Lessees all that certain premises situate on Railroad Avenue in Bryn Mawr, containing 17.817 acres, more or less, said premises being fully described in deed from H. Gates Lloyd to Bryn Mawr Playfield Association, a copy whereof is attached hereto and made a part hereof as "Exhibit A", upon the following terms and conditions:

1. The term of this lease shall be from the date hereof until December 31, 1945 and thereafter for further periods of one year each unless and until at least sixty (60) days prior to the termination of the original term or any subsequent term notice shall be given in writing by the Lessor to both Lessees or by either Lessee to the Lessor of its desire to terminate this lease at the end of the then current term.

2. The rent to be paid by the Lessees to the Lessor for said premises shall be at the rate of One Dollar (\$1.) per annum, in addition to other sums payable by the Lessees under the terms hereof.

3. The use of the premises by the Lessees or by others under their permission shall be in all respects in conformity with the uses and purposes as set forth in the above mentioned deed, a copy whereof is attached hereto and made a part hereof as "Exhibit A".

4. In view of the fact that the Lessor will endeavor to obtain ownership to an additional acre and a fraction of ground which constituted part of the premises heretofore known as the Pale Grounds, it is understood and agreed that, should it become the owner thereof, such additional area shall automatically and without any amendment to this agreement become part of the premises demised hereby and be subject to the terms and conditions hereof with like effect as though it had been owned by the Lessor and had been leased to the Lessees as of the date hereof.

5. In view of the fact that at the present time the Lessor has no property or assets other than the demised premises and has no means of paying any obligations for which it may become liable, it is understood and agreed that should the Lessor incur any indebtedness it will promptly submit to the Lessees a statement showing the amount and nature of such indebtedness and if the Lessees consider that such indebtedness was properly incurred they shall pay the same; otherwise there shall be no obligation on the Lessees to do so.

6. The Lessees shall pay from their own funds the cost of all premiums on insurance policies relating to the demised premises, any sewer rents and the costs of paying for any improvements ordered by public authorities.

7. It shall be the duty and obligation of the Lessees at their own expense to maintain the demised premises and every part thereof in safe and proper condition and they shall alone be responsible for any loss or damage resulting from their failure to do so. The Lessees shall at the expiration of this lease surrender up the demised premises to the Lessor in good order and condition, reasonable wear and tear alone excepted.

8. The Lessees shall not assign this lease nor sublet

the demised premises or any part thereof without the approval of the Lessor in writing, with the exception of the stables on the premises heretofore used by the Horse Show Association, the dwelling house and the grandstand, which improvements or any of them the Lessees may lease in such manner and upon such terms as they deem proper without obtaining the approval of the Lessor.

9. It is expressly understood and agreed that neither one of the Lessees shall under any circumstances have any liability or responsibility to expend funds beyond the amounts regularly appropriated by their respective Boards of Township Commissioners.

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

BRYN MAWR PLAYFIELD ASSOCIATION

By Richard W. Lundy
President

Attest: Walter J. Lundy
Secretary

TOWNSHIP OF HAVERTFORD

By Ad. Keiter
President

Attest: H. G. Guttschman
Secretary

TOWNSHIP OF LOWER MERION

By Wm. J. S. Baker
President

Attest: Wm. J. S. Baker
Secretary

April
forty-four (1944)

Mr. GATES DIXON, of the Township of Haverford, in the County of Delaware and State of Pennsylvania (hereinafter called Grantor), of the one part, and

BRIN MAWR BEAUFIELD ASSOCIATION, a corporation under the laws of the State of Pennsylvania (hereinafter called Grantee) of the other part.

Handwritten: GATE DIXON

Grantor

One Dollar (\$1.)

has

Grantee

has

does

Grantee, its successors

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Haverford, County of Delaware and State of Pennsylvania, BOUNDED and DESCRIBED as follows, according to a survey by Samuel M. Carrigues, C. S., dated July 16, 1898, to wit: BEGINNING at a spike in the middle line of Railroad Avenue at the distance of four hundred ninety-two and twenty-nine one-hundredths (492.29) feet measured southeastwardly along said middle line from a spike at the intersection of the said middle line with the middle line of County Line Road,

"EXHIBIT A"

thence North sixty-six (66) degrees fifty-one (51) minutes East three hundred thirty-three and eighty one-hundredths (333.80) feet to a point, thence North twenty-three (23) degrees nine (9) minutes West one hundred seventeen and ten one-hundredths (117.10) feet to a point, thence North sixty-six (66) degrees fifty-one (51) minutes East eight hundred seventy-one and three one-hundredths (871.03) feet to a point in line of land of H. B. Lee, thence South sixty-three (63) degrees thirty-four (34) minutes East eight hundred one and thirty-seven one-hundredths (801.37) feet crossing Penn Street to a stone, thence South sixty-six (66) degrees fifty-one (51) minutes West one thousand three hundred sixty-eight and fifty-three one-hundredths (1368.53) feet to a stone in the middle line of said Railroad Avenue, thence along the said middle line North fifty-eight (58) degrees fifty-one (51) minutes West six hundred six and ninety-three one-hundredths (606.93) feet to the point and place of BEGINNING. CONTAINING seventeen and eight hundred and seventeen one-thousandths (17.817) acres, be the same more or less.

BEING the same premises which were granted and conveyed unto H. Gates Lloyd, the Grantor herein, by Deed-Poll of H. B. Munson, Sheriff of the County of Delaware, dated August 12, 1942 and recorded in the Office for the Recording of Deeds in and for the County of Delaware, Pennsylvania, in Deed Book No. 12118, page 562, on August 24, 1942.

of him,

the said Grantor,

tract or parcel of land with the buildings
and improvements thereon erected,

Grantee, its successors

Grantee, its successors

UPON AND SUBJECT, NEVERTHELESS, to the express agreement, covenant
and condition, to which the Grantor, for itself and its successors and
assigns, agrees (the Grantee by the acceptance of this indenture and without
any further act on its part shall be conclusively deemed to have so agreed)
that the above described premises shall be used as a playground, playfield
or park at all times hereafter forever, provided, however,

FIRST, that nothing herein contained shall be deemed
to prevent the use of the said premises, or any part thereof, for any
purpose intended to promote the public welfare if the same shall not
interfere with the regular use of the said premises as a playground,
playfield or park,

Secondly, that during the period the Grantee herein shall
own the said premises it may make the same available for the purposes
hereinabove mentioned, either by maintaining and operating the said
premises for such purposes or by leasing the said premises to others to
maintain and operate for such purposes,

Thirdly, that the party or parties maintaining and oper-
ating the said premises shall have the right at all times to make and
enforce such rules and regulations as they may deem necessary in pro-
moting the proper use and enjoyment of the said premises for the pur-
poses hereinabove mentioned.

Fourthly, if upon application to the Court of Common Pleas of Delaware County - and it is hereby agreed that any citizen of either Delaware or Montgomery Counties residing within a distance of three miles of the above described premises shall be deemed a party having such an interest as shall entitle such party to file such application - it shall appear to the Court that the said premises have not been used for the purposes hereinabove mentioned for a period of time which the Court deems unreasonable under all the circumstances, the Court shall have the right to direct a public sale of the said premises, the manner of advertising and conducting such sale, and any other conditions pertaining thereto to be such as the Court shall determine, and from the proceeds of such sale, after the payment of costs, charges and expenses approved by the Court, the balance remaining shall be distributed and paid over as follows (such distribution having been agreed to prior to the date of this deed by the various parties who were instrumental in acquiring the said premises and making the same available as a playground, playfield or park):

(i) The sum of \$9730.48, without interest thereon, to the following municipal bodies representing the amount of taxes compromised by them in connection with the acquisition of the said premises for the purposes above mentioned, payment to be made to them pro rata and without priority should the amount distributable not be sufficient to pay all:

| | |
|---------------------------------------|-----------|
| County of Delaware | \$1152.90 |
| Delaware County Institution District | 249.61 |
| Haverford Township | 3099.50 |
| School District of Haverford Township | 5228.47 |

(ii) Should any balance remain after paying the sums mentioned in the preceding paragraph - to Richard W. Lloyd, Substituted Trustee for the Benefit of Citizens of Haverford Township, Delaware County, Pa., under Decree #120 dated April 8, 1938 of the Orphans' Court of Delaware County, Pa., December Term, 1937, the sum of \$10,283.32, without interest thereon, representing the sum expended in acquiring the first mortgage formerly secured on the said premises,

(iii) Should any balance remain after paying the sum mentioned in the preceding paragraph - to The Bryn Mawr Trust Company, Substituted Trustee in place of Robert L. Montgomery, Trustee, the sum of \$18,797.53, without interest thereon, representing the amount of liens formerly secured on the said premises,

(iv) Any balance remaining after paying the sum mentioned in the preceding paragraph - to the Bryn Mawr Hospital, to be used for such purposes as shall be determined by its Board of Trustees,

and

Fifthly, The Bryn Mawr Horse Show Association shall have the right, without paying rental or any other charge in the nature thereof, to conduct during one week in each year a horse show of the kind and nature that has heretofore been conducted by it on said premises, together with the running of an outside course in the customary manner, the Association to have such a reasonable amount of time prior to and subsequent to the said one week as shall be necessary in getting up facilities prior to the show and removing such facilities after the show. If any

obstructions or barriers have been placed on the premises by the owner or tenant which would interfere with the holding of a horse show of the kind and nature heretofore conducted on said premises, upon request of the Association such obstructions or barriers shall be removed at the expense of the tenant or owner. If the said Association shall fail for a period of five successive years to exercise this right to conduct a horse show on the said premises, such right shall cease and determine, provided, however, that in computing the years during which such right has not been exercised there shall not be included any year in which the United States of America is at war.

Grantor, for himself, his heirs, executors, administrators and assigns,

Grantee, its successors

he Grantor, his heirs, executors, administrators and assigns

Grantee, its successors

him Grantor, his heirs, executors, administrators and assigns

him,

subject as aforesaid

the said Grantor has hereunto set his hand and seal.
Dated the day and year first above written.

(SGT) R. Gates Lloyd (SEAL)

(SGT) Laura W. Zacherle

" Jane C. Benson

Grantee, the sum of One
Dollar, being the full consideration above-mentioned.

(sgd.) H. Gates Lloyd

28th April 44
Notary Public of the Commonwealth of Pennsylvania in and for the City
and County of Philadelphia.
H. GATES LLOYD

Notarial

His

May 11, 1944

(sgd.) C. Earl Moore

(SEAL)

Exhibit "B"



MAR 17 1983

TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY

2325 DARBY ROAD HAVERTOWN, PA. 19083

(AREA CODE 215) HILLTOP 6-1000

JOSEPH P. KELLY, President
SAMUEL A. DANIELLO, Vice President
THOMAS J. BANNAR, Manager/Secretary
JOHN R. GENTHERT, Auditor
KENNETH A. CLOUSE, Solicitor
C.R. PENNONI, Engineer

WARD COMMISSIONERS
1st Ward KARL W. TREAS
2nd Ward JOSEPH F. KELLY
3rd Ward STEPHEN W. CAMPETTI
4th Ward FRED C. MORAN
5th Ward JOHN W. MACMURRAY
6th Ward SAMUEL A. DANIELLO
7th Ward WILTON A. GUNCE
8th Ward BENI KAPUSTIN
9th Ward JOHN D. McDONALD

March 16, 1983

Mr. Ronald H. Ahlbrandt
Director
Parks, Recreation and
Shade Tree
TOWNSHIP OF LOWER MERION
75 East Lancaster Avenue
Ardmore, PA 19003

Dear Ron:

Enclosed find an executed copy of the Agreement between Haverford Township and Lower Merion Township concerning the maintenance of the Polo Field.

I am glad we have finally resolved this matter.

Very truly yours,

Thomas J. Bannar
Township Manager/Secretary

Enc.

TJB/mw

CC: Patrick Joyce
Township Manager
Lower Merion Township

AGREEMENT

THIS AGREEMENT made the 14th day of MARCH, 1983, between the TOWNSHIP OF HAVERFORD, a Township of the First Class situate in Delaware County, Pennsylvania (hereinafter referred to as "Haverford"), party of the one part, and the TOWNSHIP OF LOWER MERION, a Township of the First Class situate in Montgomery County, Pennsylvania (hereinafter referred to as "Lower Merion"), party of the other part.

WITNESSETH:

WHEREAS, on July 3, 1944, Bryn Mawr Playfield Association leased to Haverford and Lower Merion a tract of land on Railroad Avenue, in Bryn Mawr, containing 17.817 acres, more or less, (hereinafter referred to as the Polo Field Playground) upon the terms and conditions therein set forth; and

WHEREAS, on June 11, 1945, Haverford and Lower Merion entered into an agreement with The Bryn Mawr Horse Show Association with respect to the removal of the stables then located on the Polo Field Playground; and

WHEREAS, Haverford and Lower Merion have been jointly operating the Polo Field Playground for some years for the benefit of the residents of both Townships, and the parties hereto consider it advisable at this time to reduce to writing the understandings and practices heretofore in effect.

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual undertakings hereinafter set forth, the parties agree as follows:

1. The investment of \$7,500 made by Lower Merion in capital improvements on the Polo Field Playground shall be set off against the claims, liens or equity in the Polo Field Playground which Haverford had by reason of unpaid taxes thereon at the time the aforesaid lease agreement of July 3, 1944 was entered into, with the result that Haverford and Lower Merion now have an equal interest and equity in the said lease agreement and the Polo Field Playground.

2. All necessary expenses for repairs and maintenance of the Polo Field Playground shall be borne by Lower Merion. No charge for taxes by Haverford, nor any charge for the use or occupancy of any portion of the Polo Field Playground by any person performing services essential to its operation, shall be included as an item of expense. Each Township shall carry its own public liability insurance.

3. From and after the date hereof, all capital investments in and improvements to the Polo Field Playground shall be jointly agreed upon by Haverford and Lower Merion, and the cost thereof shall be shared equally by them.

4. Any income or payment in cash or kind derived from rental or usage of any part of the Polo Field Playground by other

parties shall be shared equally by Haverford and Lower Merion, unless otherwise agreed to by the parties hereto.

5. The rules and regulations for the Polo Field Playground shall be the current park and playground regulations for Haverford Township and shall be posted by Haverford in conspicuous places.

6. Each Township will advise the other Township when it has denied permits to persons or groups for violating rules or for being cited for ordinance violations, or who are not given a permit for the Polo Field Playground for other reasons. The purpose of this communication is to avoid the possibility of one Township unwittingly issuing a permit to the same group when permit privileges were breached in the other Township.

7. Only Lower Merion can issue permits for athletic field areas of the Polo Field Playground. Lower Merion will give priority consideration to any request of the Haverford Department of Parks and Recreation for seasonal permits. Special situation permits requested by the Haverford Department of Parks and Recreation for use of any athletic field area will be given priority by Lower Merion so long as forty-eight (48) hours prior notice is given. Special situation permits shall be defined to include situations requiring the rescheduling of a permit originally scheduled at another area, and the scheduling of an event sponsored by the Township of Haverford. In all cases, every effort will

be made to schedule the special activities of Haverford Township.

8. The Recreation Service Coordinators of Haverford and Lower Merion shall be required to meet prior to each athletic season during each year to discuss the existing and potential recreation needs of each Township.

9. Scheduled seasonal recreation functions, programs, and activities sponsored by Haverford will be given priority over other permit requests.

10. Copies of all schedules and calendars of events shall be supplied by Lower Merion to Haverford's Department of Parks and Recreation.

11. An agreement dated March 26, 1954 between Haverford and Lower Merion regarding the Polo Field Playground is hereby canceled, and a Memorandum of understanding supplementing the March 26, 1954 agreement between Lower Merion and Haverford is hereby canceled.

12. This Agreement governing the use and maintenance of the Polo Field Playground shall be subject to annual review and evaluation by both parties hereto and, in the event the parties are unable to agree on terms for the continuation of this Agreement, either party may terminate this Agreement on thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first

above written.

TOWNSHIP OF HAVERFORD

By:

Joseph F. Dick
President

ATTEST:

[Signature]
Secretary

TOWNSHIP OF LOWER MERION

By:

Charles F. Ward
Charles F. Ward, President

ATTEST:

Eileen R. Trainer
Eileen R. Trainer, Secretary

Exhibit "C"

POLO FIELD MAINTENANCE RESPONSIBILITIES

Haverford Township and Lower Merion Township will share maintenance responsibilities for Polo Field as follows:

- a. Maintenance of Equipment and Basketball Courts. Haverford will maintain the existing equipment, backstops, bleachers, protective fencing and basketball court areas, and will replace items of capital equipment such as swings, backstops, bleachers, and basketball nets and standards as required.
- b. Maintenance of Athletic Fields, Grass Cutting/Trash Removal. Lower Merion will maintain and line the athletic fields and will perform the following maintenance: mowing, aeration, seeding, fertilizing, cleaning up debris and trash from normal usage and storm damage.
- c. Maintenance of Parking Lots and Sidewalks. Haverford will maintain the parking lots and sidewalks, including snow removal therefrom.
- d. Trees, Shrubbery and Hedges. Haverford and Lower Merion will evenly share the cost of trimming and maintaining all trees, shrubbery, and hedges and the costs of tree removal. Haverford and Lower Merion will designate one time period each Spring and one time period each Fall for work crews from each Township to trim and maintain all trees, shrubbery and hedges.
- e. Trash Collection. Lower Merion will collect trash from the fields. Haverford will collect trash from the playground.
- f. Other Debris/Trash. Haverford will remove any debris and trash dumped beyond that which would accumulate from the normal usage of the property.
- g. Supervision. Haverford will have overall responsibility for supervising the performance of standard maintenance items. Should third party complaints arise relating to maintenance each municipality will communicate with the other to resolve any issues.

EXHIBIT "D"

PERMIT RULES AND CONDITIONS

1. Bathrooms and water fountains in Township parks will be opened, beginning in mid-April, once the threat of frost has passed and shut down in anticipation of the first threat of frost.
2. Permit holders cannot "sub-permit" a field to another group, whether affiliated or not, without notifying the Department of Parks & Recreation.
3. The Department of Parks & Recreation is responsible for maintaining all Township athletic fields, but help from leagues and youth organizations in the form of pregame and post-game maintenance is welcome. Please refer to the Field Maintenance Guidelines.
4. The Department of Parks & Recreation will close fields if conditions warrant. Permit holders will be notified when fields need to be closed due to unplayable conditions caused by poor weather. Should the Department learn that a group ignored instructions to stay off a closed field, it may result in the revocation of a permit, a reduction in the hours of the permit or the loss of a field.
5. In most cases, when it concerns poor weather, permit holders are expected to use their best judgment. Playing in the rain causes irreparable damage to an athletic field and can result in hazardous conditions for the next group using the field.
6. Respect for the private property of residents that live next to a Township park is expected. Accessing a Township athletic field by trespassing on private property or climbing over resident's fences is forbidden. If it can be demonstrated that coaches, players, or spectators from an organization/league/school have trespassed in order to access an athletic field, permits will be revoked.
7. Alcoholic beverages are not permitted in Township parks. If Haverford Police or Township staff witness any containers of alcohol, permits will be revoked. If a team in an organized league is witnessed drinking in a park, they will be ejected from the league. No warnings will be given.
8. Smoking is prohibited in all Township parks.
9. All parking must be within the legal restrictions specified at each park. Additional specific restrictions will be noted on permits. Cars cannot block driveways and may not park anywhere other than designated parking areas. Illegally parked cars will be ticketed or towed. Once again, it is the responsibility of organization/league/school representatives, including coaches to inform parents and spectators of this policy.
10. Permit blocks are two and one-half hours in length. If a school, private league or youth organization game should run past its allotted time, the group following must allow the existing group to finish their game. This does not include practices, which must end at the time listed on the permit.
11. All organizations/leagues/schools must leave the fields litter-free. Each team must pick up all trash from the field they are using at the end of every practice or game. If a team does not, they will jeopardize the ability of the permit holder to use that field in the future.
12. Copies of your permit(s), Rules and Regulations and Field Maintenance Guidelines must be provided to all coaches. Having copies of permits available at each field during practices or games is the quickest and easiest way to settle conflicts between permitted and non-permitted groups.

EXHIBIT "E"
Lower Merion-Lower Merion School District Agreement

Exhibit “C”

POLO FIELD MAINTENANCE RESPONSIBILITIES

Haverford Township and Lower Merion Township will share maintenance responsibilities for Polo Field as follows:

- a. Maintenance of Equipment and Basketball Courts. Haverford will maintain the existing equipment, backstops, bleachers, protective fencing and basketball court areas, and will replace items of capital equipment such as swings, backstops, bleachers, and basketball nets and standards as required.
- b. Maintenance of Athletic Fields, Grass Cutting/Trash Removal. Lower Merion will maintain and line the athletic fields and will perform the following maintenance: mowing, annual aeration, seeding, fertilizing, cleaning up debris and trash from normal usage and storm damage.
- c. Maintenance of Parking Lots and Sidewalks. Haverford will maintain the parking lots and sidewalks, including snow removal therefrom.
- d. Trees, Shrubbery and Hedges. Haverford and Lower Merion will evenly share the cost of trimming and maintaining all trees, shrubbery, and hedges and the costs of tree removal. Haverford and Lower Merion will designate one time period each Spring and one time period each Fall for work crews from each Township to trim and maintain all trees, shrubbery and hedges.
- e. Trash Collection. Lower Merion will collect trash from the fields on an agreed-upon schedule. Haverford will collect trash from the playground on an agreed-upon schedule.
- f. Other Debris/Trash. Haverford will remove any debris and trash dumped beyond that which would accumulate from the normal usage of the property.
- g. Supervision. Haverford will have overall responsibility for supervising the performance of standard maintenance items. Should third-party complaints arise relating to maintenance, each municipality will communicate with the other to resolve any issues, with Haverford Township as the final approval of performance if there is disagreement.

EXHIBIT "D"

PERMIT RULES AND CONDITIONS

1. Bathrooms and water fountains in Township parks will be opened, beginning in mid-April, once the threat of frost has passed, and shut down in anticipation of the first threat of frost.
2. Permit holders cannot "sub-permit" a field to another group, whether affiliated or not, without notifying the Department of Parks & Recreation.
3. The Lower Merion Department of Parks & Recreation is responsible for maintaining all Township athletic fields, but help from leagues and youth organizations in the form of pre-game and post-game maintenance is welcome. Please refer to the Field Maintenance Guidelines.
4. The Haverford Township Department of Parks & Recreation will close fields if conditions warrant. Permit holders will be notified when fields need to be closed due to unplayable conditions caused by poor weather. Should the Department learn that a group ignored instructions to stay off a closed field, it may result in the revocation of a permit, a reduction in the hours of the permit or the loss of a field.
5. In most cases, when it concerns poor weather, permit holders are expected to use their best judgment. Playing in the rain causes irreparable damage to an athletic field and can result in hazardous conditions for the next group using the field. Permittees are responsible for undue damage to fields when playing in poor weather.
6. Respect for the private property of residents that live next to a Township park is expected. Accessing a Township athletic field by trespassing on private property or climbing over residents' fences is forbidden. If it can be demonstrated that coaches, players, or spectators from an organization/league/school have trespassed in order to access an athletic field, permits will be revoked.
7. Alcoholic beverages are not permitted in Township parks. If Haverford Police or Township staff witness any containers of alcohol, permits will be revoked. If a team in an organized league is witnessed drinking in a park, they will be ejected from the league. No warnings will be given.
8. Smoking and vaping of any substance is prohibited in all Township parks.
9. All parking must be within the legal restrictions specified at each park. Additional specific restrictions will be noted on permits. Cars cannot block driveways and may not park anywhere other than designated parking areas. Illegally parked cars will be ticketed or towed. Once again, it is the responsibility of permittees, including coaches, to inform parents and spectators of this policy.
10. If a school, private league or youth organization game should run past its allotted time, the group following must allow the existing group to finish their game. This does not include practices, which must end at the time listed on the permit.
11. All organizations/leagues/schools must leave the fields litter-free. Each team must pick up all trash from the field they are using at the end of every practice or game. If a team does not, they will jeopardize the ability of the permit holder to use that field in the future.
12. Copies of the permit(s), Rules and Regulations and Field Maintenance Guidelines must be provided to all coaches. Having copies of permits available at each field during practices or games is the quickest and easiest way to settle conflicts between permitted and non-permitted groups.

EXHIBIT "E"

Lower Merion Township - Lower Merion School District Agreement

LAND USE AGREEMENT BETWEEN
LOWER MERION TOWNSHIP, MONTGOMERY COUNTY AND
LOWER MERION SCHOOL DISTRICT

THIS AGREEMENT is made this ____ day of _____, 2023, for and in consideration of the mutual promises and agreements contained herein, by **LOWER MERION TOWNSHIP** (“Township”), a Pennsylvania First Class Township, with offices located at 75 East Lancaster Avenue, Ardmore, Pennsylvania 19003, and the **LOWER MERION SCHOOL DISTRICT** (“School District”), a Pennsylvania school district, with a mailing address of 301 East Montgomery Ave, Ardmore, Pennsylvania 19003.

1. BACKGROUND

The Township, together with Haverford (“Haverford”), leases certain parcels of land located at County Line Road & Old Lancaster Road, Bryn Mawr, PA 19010 (Delaware County Parcel ID 22-05-00936-00), known as Polo Field, containing approximately seventeen and eight tenths (17.8) acres (the “Premises”).

The Township and Haverford have historically been parties to a joint use and maintenance agreement for the Premises which they intend currently to renew (the “Renewed Agreement”), a copy of which, when fully executed, will be attached hereto as Exhibit “C”.

The School District has requested the right to utilize for students of the Black Rock Middle School, and on a limited basis, the portions of the Premises currently configured as a baseball field and a softball field, specifically described and identified in Exhibit “A” (“Ball Fields”) with the prior written permission from the Township and the Township desires to accommodate the School District’s use of the Ball Fields through this Land Use Agreement on the terms and conditions set forth herein.

2. TERM

A. Subject to the terms of the Renewed Agreement, it is the intention of the parties that this Agreement establishing use by the School District of the Ball Fields will extend perpetually. However, provided that the Township enters into the Renewed Agreement with Haverford, this agreement will extend for a period of 10 years, subject to automatic 5 year renewals. As soon as practicable following the 10 year anniversary of the date of this Agreement, and at subsequent 5 year intervals, the parties shall confer to ensure that the terms of this Agreement are being met. During such meeting, and at any other time a breach is alleged, the Township will provide the School District with notice of any then current alleged breach of this agreement. If it does so, or if there has been no identified or uncured breach/failure, this Agreement will continue to remain in force. If a breach/failure is identified and the School District (or any other permittee on Polo Field) fails to cure it within thirty days of notice thereof, the Township, by notification to the School District in writing, will have the option to terminate this agreement.

- B. This sublease agreement will terminate co-incident with the termination of the Renewed Agreement, or any amendment thereof or upon six months notice from the School District, or upon six months notice from the Township which can be given only after the fourth 5 year anniversary of the Renewed Agreement.
- C. The Township agrees that it shall not enter into any agreement or agreements that would restrict or prohibit the School District's use of the Ball Fields as provided herein without the written consent of the School District.
- D. The School District agrees and understands that this Agreement is applicable only to the specific times that Lower Merion Township has permission from Haverford Township to use the Ball Fields, that Lower Merion Township does not have exclusive rights to the use of the Ball Fields, that the Township shares use of the Ball Fields, and has portions of allocated time for such use, with Haverford Township. Further, the School District recognizes that Haverford Township also permits other organizations to use the Ball Fields during Haverford Township's permitted times to use the Ball Fields.
- E. No terms of this Agreement shall bind or otherwise compel any actions or decisions of the property owner(s) of the Premises, or otherwise place any burden on the property owner(s) to ensure either party's compliance with the terms or obligations of this Agreement.

3. USE OF PREMISES BY SCHOOL DISTRICT

- A. The School District shall be permitted to use the Ball Fields solely for the purpose of operating baseball and softball fields for students attending the Black Rock Middle School and their opponents. Use is permitted during after-school hours of approximately 3:30-6:00 p.m. during the spring season of the School District's school year (the "Priority Use" defined by Lower Merion) and at other times when expressly permitted by the Township as an "Additional Use" as defined in Exhibit "B". Priority Use does not mean exclusive use, and this Agreement does not grant the School District any exclusive rights to occupy all or a portion of the Ball Fields or the Premises. However, the School District's Priority Use takes precedence over any other permitted use of the Ball Fields by the Township. This Agreement shall not be interpreted to provide the School District with the right to utilize the Ball Fields or the Premises outside of the times and locations permitted by the Township for organized games, practices, or other similar organized activities.
- B. The School District's use of the Ball Fields is subject to all of the policies, rules, and regulations established by the Township and Haverford, or as otherwise hereinafter provided. However, the School District cannot be subject to policies, rules, and regulations which would restrict or prohibit their use of the Ball Fields for their

intended purpose or violate any policies or regulations established by the School District Board of Directors or any other regulatory body or agency.

- C. The parties agree that the School District's rights and privileges under this Agreement shall remain in full force and effect if the School District does not utilize all or a portion of the Ball Fields for any length of time during the Term. Pursuant to Section 4.B below, the Township may permit use of the Ball Fields during times that the School District is not utilizing all or a portion of the Ball Fields. Approval from both Haverford Township and Lower Merion Township shall be required if the School District desires to use the Ball Fields for other than teams on Black Rock Middle School's baseball and softball teams.
- D. Use of Premises by the School District outside of Priority Use is more specifically set forth in Exhibit "B" to this Agreement ("Additional Use"). This Exhibit may be amended from time to time by mutual written agreement between the Township and the School District.

4. USE OF PREMISES BY THE TOWNSHIP AND OTHERS

- A. The parties agree and acknowledge that a portion or all of the Premises is designated for outdoor public recreation. With the exception of the Priority Use (as defined in Exhibit "B"), fields on the Premises shall be available for use by the public.
- B. The School District agrees that the Township may permit use of the Ball Fields when they are not required for use by Black Rock Middle School students, and such permitting by the Township shall be consistent with the normal usage of said Ball Fields. The Township agrees to condition permitting on the permittee leaving the Ball Fields in substantially the same condition, reasonable wear and tear excepted. For purposes of this Section, Township use shall consist of organized activities conducted, sponsored, or permitted by the Township.

5. CONDITION OF THE PREMISES

- A. The School District is not responsible for maintaining the Premises in a manner reasonably suitable for park and recreation uses. This includes, but is not limited to, lawn care, driveways, off-street parking facilities (with the exceptions and conditions stated in the "PARKING" section below), sanitation, waste removal, and the applicable requirements of the Americans with Disabilities Act (ADA). The School District shall be responsible for damage caused by the School District's use of the Premises or the facilities or improvements thereon beyond normal, expected wear and tear.

6. CAPITAL IMPROVEMENTS ON THE PREMISES

- A. The School District shall contribute two-hundred and seventy-five thousand dollars (\$275,000.00) to capital improvements specifically designated for park, playground

and community uses on the Premises and one hundred fifteen thousand dollars (\$115,000.00) toward bus access and maneuverability improvements for the Polo Field parking lot and pay 1/3 of the costs necessary to expand the driveway into the Polo Field parking lot (the "Capital Improvements"). ("Driveway expansion costs") necessary to expand the existing driveway access into Polo Field from County Line Road to permit buses and/or emergency vehicles to contemporaneous enter and/or exit the parking lot, with such costs conceptually estimated at this time to be approximately \$75,000. Driveway expansion costs shall only include the amount paid to the successful bidder with respect to the project in the amount originally bid. Other capital costs to be paid to Haverford Township under this Agreement shall be paid within thirty (30) days of Haverford Township becoming the legal owner of Polo Field pursuant to the property transfer contemplated by the townships.

- B. The School District's sole obligation related to Capital Improvements is the financial contribution stated above. The School District is not obligated to determine or design the Capital Improvements described in this Agreement. The School District is not obligated to obtain any permits, solicit bids, enter into any contract(s) for construction, or perform any work related to the Capital Improvements.
- C. Subject to written approval from Haverford Township and the issuance of applicable permits from the Authorities Having Jurisdiction, the School District may make improvements related to its use of the Ball Fields ("Additional Improvements") at its sole discretion and expense. These Additional Improvements shall not restrict or prohibit the use of the Premises for outdoor public use. If the School District elects to perform any "Additional Improvements", then the School District shall be responsible for the on-going maintenance of these items throughout the Term of this Agreement.
- D. The parties agree that any permanent improvements or fixtures constructed on the Premises by any party are the property of Haverford, and will be approved by Haverford.

7. MAINTENANCE BY TOWNSHIP

- A. The Township's Parks and Recreation Department shall prioritize keeping the Ball Fields clean and maintained. This includes, but is not limited to, "backstops" (behind home plate), protective fencing along the first-base and third-base lines, team benches, and spectator bleachers, but excludes any "Additional Improvements". The School District reserves the right to seek reimbursement for any expenses to maintain the Ball Fields if the Township does not adhere to this requirement. The School District agrees that it will leave the Premises after each use in a clean, neat and tidy condition.

8. BALL FIELD GROOMING AND UPKEEP

- A. The School District is permitted to groom and prepare the Ball Fields for their school practices and games. This includes, but is not limited to, painting baselines and foul

lines, "dragging" the infield or other daily upkeep within the field of play. These preparations and the frequency of the grooming will be at the sole discretion and expense of the School District.

9. PARKING – DROP OFF AREA

- A. The School District shall operate its vehicles in a manner that does not restrict any legally established pedestrian or vehicle traffic into or out of neighboring properties.
- B. Motor vehicles may not be parked within the park or recreational areas except in designated parking areas.
- C. Haverford Township may construct bus access and parking improvements at the site. With the exception of unloading or loading passengers in an established bus drop-off/pick-up area, buses transporting School District passengers to or from the Premises shall not be parked on any public roadways within Haverford Township. The townships will make future improvements that would allow for safe bus drop-offs to occur in the Polo Field parking lot area. If such improvements are completed and if a safe access drive and maneuvering area are provided for full size buses, the School District will be permitted to use the Polo Field parking lot for passenger drop-off and pick-up.
- D. During the School District's use of the Premises and associated with such use, no School District bus may park in Haverford Township (unless permitted in the Polo Field parking lot by Haverford). The Township shall permit team buses to park in Lower Merion Township "Lot 7" which is the public parking facility contained within Bryn Mawr, Morris, and Lancaster Avenues. The Township shall ensure that appropriate travel lanes and parking space for full-size school buses (up to 84-passenger capacity) within this lot are maintained and made available. These parking accommodations shall be provided at no cost to the School District. Should parking in Lot "7" become unfeasible, the Township shall provide a functionally similar bus parking location.
- E. No School District passenger bus shall be parked at any time in a parking lot or area in, or associated with, the Premises without the written approval of the Township.
- F. The School District will issue regular, written notices to communicate parking guidelines to spectators, coaches, and visiting teams who use Polo Field. Complaints regarding traffic or parking during the School District use of the Ball Fields should be directed to the Principal's Office of the school and will be handled in conjunction with any actions taken by Haverford Township or the Haverford Township Police Department. If there are ongoing parking and/or traffic violations associated with the School District's use of the Ball Fields, the parties recognize that Haverford Township may issue citations to the drivers for such violations and such actions, if left uncured or otherwise unaddressed, may result in material violations of applicable agreements between the Township and Haverford Township. All parties acknowledge that the School District cannot control or regulate the actual operation or parking of privately owned vehicles driven by a non-employee.

10. INSURANCE

School District agrees to maintain bodily injury and property damage insurance in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence of injury or damage and an aggregate limit of not less than three million dollars (\$3,000,000.00). The Township and Haverford shall be named an additional insured in said policy or policies and the School District shall furnish the Township and Haverford with evidence of insurance by a certificate of insurance of required coverage. Adjustments or additions to these insurance requirements require written approval from the School District, the Township, and Haverford.

11. HOLD HARMLESS

School District and Township agree that each shall be held harmless by the other from any and all liability arising from any operation or use under this Agreement of the described Premises by parties or their agents or employees or any other person using the Premises due to the negligence, reckless conduct or willful misconduct of the other party. The parties agree that School District may enter into separate agreements with other parties to hold harmless the School District, its directors and members from claims arising from the use of the Premises.

12. NON – DISCRIMINATION

All parties shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, and parties shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. By signing this Agreement, all parties certify that they comply, and will continue to comply, with this nondiscrimination requirement.

13. AMENDMENT

This Agreement may only be amended by the written consent of the parties hereto and upon approval of Haverford.

ENTERED INTO and effective as of the day and year first above written.

LOWER MERION SCHOOL DISTRICT:

By:

Lucy Klain, President
Board of School Directors

Attest:

Denise LaPera, Secretary
Board of School Directors

LOWER MERION TOWNSHIP:

By:

Todd M. Sinai, President,
Board of Commissioners

Attest:

Jody Kelley, Secretary

EXHIBIT "A"

"Ball Fields"

BASEBALL FIELD

The Baseball Field is located in the vicinity of the intersection of Old Lancaster Road and Dayton Road (with home plate located in the north-east corner of the Premises) and consists of:

- Infield for ninety-foot bases with a backstop (behind home plate) and protective chain-link fencing along the first-base and third-base lines
 - Portions of this infield are grass
 - The following areas are dirt (specifically, infield mix):
 - Home plate and the pitcher's mound
 - The base paths between home plate and first-base and between third-base and home plate
 - Enlarged areas between first-base and second-base and between second-base and third-base
 - The grass outfield extends from home plate as follows:
 - 300 feet along the right-field line
 - 350 feet using a line from home plate, through the middle of the pitcher's mound and through 2nd base that extends into the outfield (center-field line)
 - 300 feet along the left-field line
 - A fence along the arc of the perimeter of the outfield ("home run" wall) is not required. These outfield dimensions establish the overall footprint of the field of play

SOFTBALL FIELD

The Softball Field is located in the vicinity of the E. Railroad Avenue / Polo Road and the E. Railroad Avenue / Rugby Road intersections (with home plate located in the south-west corner of the Premises) and consists of:

- Infield for sixty-foot bases with a backstop (behind home plate) and protective chain-link fencing along the first-base and third-base lines
 - This entire infield is dirt (specifically, infield mix):
 - The grass outfield extends the following distances from home plate:
 - 235 feet along the right-field line and along the left-field line
 - 235 feet using a line from home plate, through the middle of the pitcher's mound and through 2nd base that extends into the outfield (center-field line)
 - A fence along the arc of the perimeter of the outfield ("home run" wall) is not required. These outfield dimensions establish the overall footprint of the field of play.

EXHIBIT "B"

Definition of "Priority Use" and "Additional Use"

"Priority Use"

- Applies only to the Ball Fields described in Exhibit "A"
- Applies only for use by students on the Black Rock Middle School baseball and softball teams
- Calendar duration
 - Starts on the first Monday of March
 - Ends on the Friday before the Memorial Day Holiday
- Days of the weeks
 - Monday through Friday (inclusive)
- Time of day
 - 3:00 PM to 6:00 PM

"Additional Use"

School District use of the Ball Fields or other fields located on the Premises outside of the Priority Use described above ("Additional Use") can only be obtained with an agreement from Haverford Township and in advance with Lower Merion Township's Parks and Recreation Department ("Department"). All dates and times of a request for Additional Use may not be honored. The Department may decline a School District request for Additional Use if it determines that the Ball Fields or Premises should be available for public use or private use or conflicts with a preexisting event or previously granted permit.

Requests for Additional Use shall be submitted in accordance with the Department's requirements, documentation, and procedures for applications for the use of Township Property that are in effect at the time of the request. The Department shall notify the School District if any deposits, fees, or payments are required. The Department will issue official permits to the School District indicating approved dates, times, and specific fields.

ORDINANCE NO. P14-2023

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

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

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

Establish: In front of 1611 Juniper Road

Establish: 613 Wynnewood Road - On the east side of Kenilworth Road in front of the side entrance

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 , 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION NO. 2337 - 2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund INTERCEPTOR POWER BIKES

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 support the public safety response to the COVID-19 pandemic; and,

WHEREAS, the Board of Commissioners desires to provide financial support to efforts relating to our Police Department and within our community; and,

WHEREAS, the Township has identified a need within our Police Department to purchase two (2) Interceptor Power Bikes to be used for Bike Patrol.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$9,805.98 of the Township's American Rescue Plan Fund allocation for the purchase of two (2) Interceptor power Bikes, Light and Siren Kit, Dual Upfit Front and Back Lights and Siren.

RESOLVED THIS 13th day of November, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION NO. 2338-2023

**A RESOLUTION OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TOWNSHIP
MANAGER TO APPROVE CHANGE ORDERS, COST INCREASES, AND SIMILAR
EXPENDITURES IN AMOUNTS NOT TO EXCEED \$30,000 RELATED TO THE
CONSTRUCTION OF THE HAVERFORD TOWNSHIP FREE LIBRARY
RENOVATION AND ADDITION PROJECT**

WHEREAS, Haverford Township and the Haverford Township Free Library Board of Trustees are proceeding with plans to renovate and build an addition to the Haverford Township Free Library building (“Library Expansion Project” or “Project”);

WHEREAS, Haverford Township has retained C.B. Development Services, Inc. to serve as the Township’s representative during the Library Expansion Project to monitor the Project’s work and to provide administration of the various contracts related to the Project, including the construction contracts, to advise the Township and the Library Board of Trustees with respect to said work and proposed changes thereunder, and to keep and facilitate the necessary documentation to protect the Township’s interests throughout the Project;

WHEREAS, after publicly bidding the Project according to the laws and regulations of the Commonwealth of Pennsylvania and Haverford Township, the Township has awarded bids for the Project that provide funding for construction work contingencies;

WHEREAS, due to the size and scope of the Project, it is anticipated that unexpected costs and changes in the work will arise that were not specifically included in the bid documents;

WHEREAS, such changes in the work will likely result in additional costs to the Township for the Project due to additional labor, materials, time, and/or other similar factors;

WHEREAS, since the Haverford Township Board of Commissioners only considers approvals of expenditures once a month, at the Board of Commissioner’s Business Meeting, the Board of Commissioners recognizes that significant scheduling delays may result for the Project if Board approvals or authorizations would only occur at such time;

WHEREAS, to avoid such delays, potential increases in costs that could result from such delays, and the risk of potential defaults and/or construction sequencing issues that could result from such delays, the Township Board of Commissioners desires to authorize the Township Manager to approve certain, limited change orders, cost increases, and similar expenditures that are necessary to facilitate the construction of the Project, pursuant to the terms and restrictions established herein;

WHEREAS, the Township Board of Commissioners desires to establish terms and restrictions on any such cost approvals to ensure public transparency and financial accountability related to the costs of the Project, yet minimize scheduling delays and potential cost increases for the Project that could result from such delays;

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners for the Township of Haverford, that the Township Manager shall have the authority to approve expenditures up to thirty thousand dollars (**\$30,000.00**) for change orders, cost increases, or similar expenditures (“Costs”) for the Library Expansion Project without first obtaining approval from the Township Board of Commissioners, subject to the following conditions:

- 1) The Manager shall only be authorized to approve Costs that are recommended by C.B. Development Services, Inc. for the Project;
- 2) Such Costs shall be limited to non-discretionary Project costs that, if not approved, and in the opinion of C.B. Development Services, Inc., would likely result in scheduling delays or potentially increased costs for other aspects of the Project;
- 3) The Manager shall advise the Board of Commissioners and the public of any approved Costs during the Manager’s update at the Board of Commissioners Business Meeting that occurs after the approved Costs;
- 4) No more than \$30,000.00 (in the aggregate) in Costs shall be approved between the Board of Commissioners Business Meetings;
- 5) The Township Assistant Manager shall have the authority hereunder to act for or on behalf of the Manager when desired or necessary to facilitate the intent of this Resolution;
- 6) The Costs shall be limited to change orders, cost increases, or similar expenditures, changes or cost increases in the work related to the Project, and no authorization is provided to approve new projects, contracts or expenditures unrelated to changes in the Project that would require public bidding and/or approvals from the Board;
- 7) The Manager shall have the authority to execute any documents on behalf of the Township related to the Costs to fulfill the intent of this Resolution;
- 8) Such authority granted hereunder may be revoked by the Board of Commissioners and shall only apply to Costs related to the Library Expansion Project

RESOLVED this 13th day of November, 2023.

**HAVERFORD TOWNSHIP
BOARD OF COMMISSIONERS**

Attest: David R. Burman
Township Manager/Secretary

BY: C. Lawrence Holmes,
President

RESOLUTION 2339-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Township-Wide Safe Streets for All (SS4A) Plan

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 invest in public health improvements, economic recovery and development, services to disproportionately affected communities, and general government services, among other allowable purposes; and,

WHEREAS, the Board of Commissioners of Haverford Township hereby approves the usage of monies from the American Rescue Plan Act for a Professional services contract with CH Planning, Philadelphia, PA in an amount Not-to-Exceed cost of \$160,000 to create a Safe Streets for All (SS4A) Plan for Haverford Township

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.

RESOLVED THIS 13th day of November, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

**HAVERFORD TOWNSHIP
TERMS AND CONDITIONS – 2023 INDEPENDENT CONTRACTOR AGREEMENT**

This is an Agreement (hereinafter “Agreement”), dated _____ 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 SIX LABORERS (6), one of which should be a supervisory employee, and no more than SIX LABORERS (6) 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 1 Hilltop 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 1 Hilltop 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.

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 6, 2023 and ending on Friday, December 29, 2023. No work will be performed on Friday, November 10, 2023; Thursday, November 23, 2023, Friday, November 24, 2023, Friday, December 22, 2023 or Monday, December 25, 2023. 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 Agreement is dependent on approval of the Haverford Township Board of Commissioners at its November 13, 2023 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 \$25.00 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 \$37.50 or one and one half times the regular hourly fee. PAR is only paid for actual labor hours worked.

TIMING OF PAYMENTS:

- (a) Township agrees to provide an 40 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 on November 6, 2023 and mailed to 2024 W. Hunting Park Avenue, Philadelphia, PA 19140.
- (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 and mail to 2024 W. Hunting Park Avenue, Philadelphia, PA 19140.

(c) The schedule of invoicing and payment is as follows:

| Week Ending | Invoice Due | Payment Issued |
|------------------|-------------|----------------|
| | From PAR | By Township |
| | (9am) | |
| RETAINER CHECK** | | 11/6/2023 |
| 11/10/2023 | 11/13/2023 | 11/14/2023 |
| 11/17/2022 | 11/20/2023 | 11/21/2023 |
| 11/24/2023 | 11/27/2023 | 11/28/2023 |
| 12/1/2023 | 12/4/2023 | 12/5/2023 |
| 12/8/2023 | 12/11/2023 | 12/12/2023 |
| 12/15/2023 | 12/18/2023 | 12/19/2023 |
| 12/22/2023 | 12/26/2023 | 12/27/2023** |
| 12/29/2023 | 1/2/2024 | 1/3/2024** |

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 its 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
mjones@par-recycleworks.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.



1520 Locust St. Suite 401
Philadelphia, PA, 19102
(215) 751-1400
www.chplanning.com

August 23, 2023

Dave Burman
Township Manager
1014 Darby Road
Havertown PA 19083

RE: Haverford Township Safe Streets for All Qualified Safety Action Plan

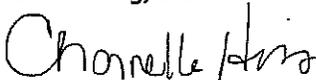
Dear Mr. Burman,

CHPlanning Ltd. is pleased to submit our proposal for the Haverford Township Safe Streets for All Qualified Safety Action Plan contract. Our proposed scope and budget are referenced in attachments A and B respectively.

Please let me know if you have any questions. If you would like to move forward, we are happy to send our standard form of contract.

Thank you for the opportunity to continue collaborating with you on this significant project. Please contact me at 215.751.1400, ext. 206, or via email at charnelle.hicks@chplanning.com.

Very truly yours,
CHPlanning, Ltd.


Charnelle Hicks
President



ATTACHMENT A: SCOPE OF WORK

Our proposed scope of work for Safe Streets and Roads for All (SS4A) grant program support includes the following tasks:

Background

The Safe Streets and Roads for All (SS4A) grant program is part of the Bipartisan Infrastructure Law (BIL) and provides funding for the creation and execution of comprehensive safety action plans that target significant roadway challenges within communities.

There are two types of grants in SS4A: Planning Grants and Implementation Grants. To qualify for an implementation grant, the applicant must have a Qualified Safety Action Plan (Action Plan) with projects and strategies that aim to address a roadway safety problem. The following proposal is for the development of a Qualified Safety Action Plan for Haverford Township, Pennsylvania.

Leveraging insights from the Brynford neighborhood safety study, the consultant team will create a Township-wide action plan aligned with the implementation grant requisites. This plan will build on the findings, engagement outcomes, and recommendations from the Brynford study to complete an action plan and an implementation grant proposal in time for the SS4A grant application deadline in 2024.

Proposed Scope of Work

Task 1: Project Management

Activities

Project set up and Kick Off: CHPlanning will meet with Haverford Township to discuss the project's scope, goals, and expectations as well as components of the project work plan. This sub-task will also include identifying potential steering committee members within the Township and data sources that may be beneficial to the success of the project.

Refining Scope of Work and Detailed Work Schedule –The CHPlanning team will further develop the scope of work and incorporate any changes agreed upon at the kick-off meeting. A project work plan and a detailed project schedule that includes milestones, public meeting dates, staff review timelines, reporting deadlines, etc. will be refined.

Creating a Data Source List: Using the knowledge of data availability from the Brynford Bicycle and Pedestrian Safety Study, the CHPlanning team will compile a list of data sources based on the data analysis required for this project. This list will be established early in the project to assess the adequacy of existing data, considering factors such as geographical and temporal coverage, as well as accessibility. By developing this list at the outset, the team aims to ensure a comprehensive understanding of available data and identify any potential gaps or limitations that may need to be addressed during the project.

Check-in meetings – The team will hold monthly online check-in meetings with the client. These meetings will help to keep the project on track throughout its duration and allow for transparency and efficient decision-making throughout the process. Each meeting will include an agenda shared with attendees at least 48 hours (about 2 days) in advance as well as any relevant pre-read materials. Meeting minutes and key takeaways will be collected by the CHPlanning team and will be made available to the client upon request. These meeting minutes

will help to document the direction of the project, any feedback received, challenges encountered, and decisions made. The CHP team will also hold internal planning meetings to successfully complete the tasks for this project.

Deliverables

Project work plan

Meetings Minutes (if requested by the client)

Task 2: Analysis of Existing Conditions

Activities

Data Acquisition and Analysis- Building on the safety analysis from the Brynford Neighborhood project, the CHP team will use *mapping and data analysis* to identify high crash or high-risk locations to prioritize recommendations to problem areas.

The Federal Highway Administration identifies two approaches to identifying and locating areas to focus investment and road treatments to improve road safety:

- The 'high crash' approach, which relies on existing crash data
- The 'systematic' or 'risk-based' approach which takes a more proactive stance.
- To complement the traditional crash analysis methodology, the ActiveTrans Priority Tool was developed by the National Cooperative Highway Research Program¹. This tool allows its users to systematically prioritize pedestrian and bicycle improvements based on priorities of agencies, communities, and best practices across the nation and has been used by several DOTs including ones in California, Arizona, Oregon, and Seattle. By leveraging this approach and assessing available data, the CHP team will complete an analysis that will allow for a systematic prioritization of bicycle and pedestrian safety improvement in the township.

Demographic Analysis – Using publicly available census data, such as the ACS Community Survey, CHPlanning will conduct a demographics analysis. This analysis will include numbers on population, race, age, income, education attainment, commutes, transportation modes used, and more. This analysis will contextualize the Township's high-crash or high-risk locations in relation to the different communities within the township. The CHP team will also use the analysis to identify any equity concerns related to where infrastructural gaps may exist.

Land Use Analysis – Using Haverford Township's local zoning codes and plans for development, the CHP team will conduct a high-level inventory of current land use and planned developments in Haverford Township. This analysis will provide the team with a summary of how recreational, residential, commercial, and industrial spaces are distributed in the township, how they may influence travel patterns, and how future growth may impact the recommendations that will be developed.

Policy Review and Analysis – The consultant will build upon the policy review completed for the Brynford neighborhood study and assess new plans, design guidelines, and other guiding documents to ensure alignment with the Township's upcoming safety plan, encourage collaboration with other partners, build on shared goals,

¹ Pedestrian and Bicycle Information Center, accessed 2023.

and make recommendations for policy improvements to prioritize safety for all users. This review will specifically focus on any policies that might not have been included in the previous project while ensuring compliance with the requirements of the Safe Streets and Roads for All Funding Opportunity grant proposal.

Peer Review and Benchmarking – To ensure that the recommendations are relevant, achievable, and appropriate for Haverford Township, the CHPlanning team will conduct a benchmarking exercise of national case studies that align with the goals and objectives of the Haverford Township’s Bicycle and Pedestrian Safety Plan. Similar programs and organizations such as Vision Zero, Smart Growth America, Complete Streets, and staff expertise will serve as sources to provide the most relevant best practices. In addition, the CHP team will identify best practices used by other agencies to effectively record, measure and report progress of safety plans to the public to inform the establishment of the Townships own performance measurement. (See Task 3) These case studies will aim to be in alignment with the context of Haverford Township including size, capacity, and budget constraints.

Deliverables

Memorandum of Existing Conditions

Task 3: Establishing Performance and Evaluation Measures

Activities

Develop Performance Measures: Analyzing and building on existing methods of performance measures used in comparable jurisdictions (See Task 2), the CHP team will develop metrics that can continuously measure the progress and effectiveness of the implementation of the Bicycle and Pedestrian Safety Plan. In addition, the CHP team will establish a method of communicating the measured progress or performance of the plan to the public.

Deliverables

- Technical Memorandum detailing Performance Metric Development

Task 4: Community Engagement

Activities

Public Involvement Plan: Building on the Brynford neighborhood’s engagement strategy, the consultant team will present a plan for outreach tailored to the specific needs of the groups we aim to engage. The team will develop engagement plans that consider the time constraints, venue accessibility, and available resources of both the community and the township. By doing so, the team can ensure effective and meaningful engagement with community stakeholders. To achieve this, the CHP team proposes a combination of traditional and non-traditional engagement strategies. The team plans to conduct:

- Two public in-person meetings
- Three online stakeholder meetings. Additionally, the team aims to employ engagement pop-ups at locally significant locations, to gather input that will inform and guide the development of the Bicycle and Pedestrian Safety Plan.
- Steering Committee – With guidance from Haverford Township, the CHP team will identify community members to target community outreach as well as provide oversight of the Action Plan development, implementation, and monitoring. These may include residents, representatives from SEPTA, PennDOT, schools, churches, the county, local businesses, and community organizations, especially ones representing residents that may not be able to frequently attend public meetings.

Deliverables

- Meeting materials
- Memorandum of community engagement findings

Task 5: Develop Infrastructure and Policy Recommendations

Activities

1. *Develop Policy recommendations and Select projects: The CHP team will identify a list of projects and strategies as well as policy recommendations that will address the safety problems identified in prior tasks. Considerations for the development of these recommendations may include:*
 - a. Prioritizing the most vulnerable and transit-dependent road users in the township: based on data analysis, findings of best practices of the peer review and community input, policies recommendations will center the safety needs of the most vulnerable road users which may be pedestrians, particularly those with disabilities, and other populations that face the most mobility barriers.
 - b. Increasing safe connectivity to
 - i. Key destinations in and around the Township that are or could be accessed routinely by pedestrians and/or bicyclists such as parks and other recreational facilities, houses of worship, public or private schools and institutions, healthcare facilities, transit facilities, and other attractions.
 - ii. Pedestrian and/or bicycle routes/trails in the Township of Haverford and adjacent municipalities.
 - c. Consider and recommend circulation and traffic calming improvements specifically designed to favor pedestrian and bicycle safety in the study area.
 - d. Ensuring that any proposed connections can be designed and constructed according to PennDOT and/or FHA bicycle and pedestrian design standards.
 - e. Evaluating any proposed connections for consistency with existing Plans and planning efforts, if any; recommend any necessary Plan amendments to accommodate any proposed connections
2. *Cost Estimates and Funding Sources – Provide cost estimates for each proposed connection or improvement, including but not limited to acquisition, construction, and life-cycle maintenance costs. The CHP team will also provide potential funding sources for any proposed connections.*

Deliverables

- Memorandum of policy and infrastructure recommendations

Task 6: Implementation of Pilot Program(s) and Evaluation

Activities

Pilot one of the recommendations developed for the Brynford neighborhood: Informed by analysis of existing conditions, community priorities, and resource availability, the CHP team will plan and implement a quick-build infrastructural pilot program in the Township to inform the development of the Action Plan. To conduct this pilot and collect data in a timely manner, the team will draw from recommendations developed in the Brynford Bicycle and Pedestrian Safety Plan.

Evaluation of Pilot Programs: The CHP team will gather feedback from users and participants of the temporary infrastructural road treatment. The CHP team will use a combination of both written and online surveys to solicit input from users. Notably, around 9.3 percent of the township's residents communicate in languages other than

English at home². To remove barriers to effective engagement, the consultant team will ensure accessibility by providing surveys in languages spoken across the Township.

Deliverables

- Memorandum of methodology and Implementation of Pilot programs

Task 7: Development of Pedestrian and Bicycle Safety Action Plan and Grant Proposal

Develop a Qualified Safety Action Plan (QSAP): Based on the deliverables from the tasks above, the consultant will put together a safety action plan that will be included in the grant proposal. This Qualified Safety Action Plan will combine the findings of the Brynford Bicycle and Pedestrian Safety Study with those of the work done for the entire Township. The QSAP will act as the guide for the grant proposal communicating future investments the Township expects to make with any grant funds that are awarded.

Grant proposal writing: The CHP team will put together a grant proposal for Safe Streets and Roads for All Funding Opportunity that is expected to open in the Spring of 2024. Throughout the project, the team will ensure compliance with grant requirements. CHPlanning will provide grant writing and submission within 2 weeks for Township review.

Deliverables

- Safe Streets Qualified Safety Action Plan
- Safe Streets for All Grant Proposal

² Source: <https://www.census.gov/>

ATTACHMENT B: BUDGET AND SCHEDULE

Haverford Township Safe Streets for All Qualified Safety Action Plan

Haverford Township

Company: CHPLANNING

Project Start Date: 9/25/2023

Project lead: Olivia Foster

| STAFF INFORMATION | | |
|---------------------------|----------------------------------|-----------|
| ROLE | NAME | RATE (\$) |
| Principal | Charnelle Hicks | \$260 |
| Managing Associate | Olivia Foster & Karen Armendariz | \$175 |
| Senior Managing Associate | Nancy Tempelton & Jordan Exantus | \$200 |
| Senior Planner | Leila Brahimi | \$150 |
| Junior Planner | Rodas Bekele | \$120 |
| Planning Tech | TBD | \$85 |

| TASK | DESCRIPTION | START (DATE) | DURATION (# DAYS) | SUM FEE BY TASK | TOTAL HOURS | Principal Charnelle Hicks | Managing Associate Olivia Foster & Karen Armendariz | Senior Managing Associate Nancy Tempelton & Jordan Exantus | Senior Planner Leila Brahimi | Junior Planner Rodas Bekele | Planning Tech TBD | |
|---|---|--------------|-------------------|-----------------------|------------------|------------------------------|--|---|---------------------------------|--------------------------------|----------------------|------------|
| <i>Rate (verify matches appropriate current or future rate by role)</i> | | | | | | \$260 | \$175 | \$200 | \$150 | \$120 | \$85 | |
| TASK 1. | Project Management and Kick-Off | | | \$2,200 | 10 | 8 | 41 | 17 | 28 | 28 | 22 | |
| Task 1.1 | Project Set-Up and Kick Off (Meeting Minutes if requested) | 9/25/2023 | 291 | \$2,730 | 16 | 2 | 4 | 4 | 2 | 2 | 2 | |
| Task 1.2 | Refined Scope and Detailed Work Schedule (Project Work Plan) | 10/1/2023 | 7 | \$2,520 | 13 | 2 | 8 | 3 | 0 | 0 | | |
| Task 1.3 | Creating Data Source List | 10/1/2023 | 7 | \$4,200 | 27 | 2 | 2 | 5 | 8 | 8 | 2 | |
| Task 1.4 | Check In Meetings | 9/25/2023 | 291 | \$12,635 | 88 | 2 | 27 | 5 | 18 | 18 | 18 | |
| TASK 2. | Analysis of Existing Conditions | | | \$26,220 | 16 | 2 | 30 | 10 | 74 | 40 | 30 | |
| Task 2.1 | Data Acquisition and Analysis | 10/1/2023 | 14 | \$4,685 | 31 | 0 | 5 | 2 | 20 | 2 | 2 | |
| Task 2.2 | Demographic Analysis | 10/15/2023 | 7 | \$4,345 | 30 | 0 | 5 | 2 | 15 | 4 | 4 | |
| Task 2.3 | Land Use Analysis | 10/20/2023 | 7 | \$4,345 | 30 | 0 | 5 | 2 | 15 | 4 | 4 | |
| Task 2.4 | Policy Review and Analysis | 10/20/2023 | 14 | \$4,955 | 37 | 0 | 5 | 2 | 12 | 10 | 8 | |
| Task 2.5 | Peer Review and Benchmarking (Memorandum of Existing Conditions) | 10/20/2023 | 21 | \$7,890 | 58 | 2 | 10 | 2 | 12 | 20 | 12 | |
| TASK 3. | Establishing Performance and Evaluation Measures | | | \$3,070 | 14 | 2 | 10 | 2 | 5 | 15 | 10 | |
| Task 3.1 | Develop Performance Measures and Reporting (Technical Memorandum of Performance Metric) | 11/29/2023 | 18 | \$6,070 | 44 | 2 | 10 | 2 | 5 | 15 | 10 | |
| TASK 4. | Community Engagement | | | \$24,270 | 45 | 4 | 30 | 13 | 40 | 40 | 18 | |
| Task 4.1 | Identify Community Stakeholders (Meeting Materials) | 11/1/2023 | 7 | \$6,650 | 45 | 2 | 10 | 5 | 10 | 10 | 8 | |
| Task 4.2 | Implementation of Community Engagement Strategy (Memorandum of Community Engagement Findings) | 11/30/2023 | 100 | \$14,570 | 100 | 2 | 20 | 8 | 30 | 30 | 10 | |
| TASK 5. | Develop Recommendations | | | \$21,070 | 155 | 3 | 34 | 12 | 40 | 40 | 24 | |
| Task 5.1 | Develop Policy Recommendations | 2/10/2024 | 7 | \$10,090 | 69 | 1 | 16 | 4 | 25 | 15 | 8 | |
| Task 5.2 | Select Projects | 2/15/2024 | 30 | \$5,840 | 41 | 1 | 8 | 4 | 10 | 10 | 8 | |
| Task 5.3 | Develop Cost Estimates (Memorandum of policy and infrastructure recommendations) | 3/10/2024 | 7 | \$6,040 | 43 | 1 | 10 | 4 | 5 | 15 | 8 | |
| TASK 6. | Implementation and Evaluation of Pilot Programs* | | | \$24,175 | 247 | 4 | 30 | 8 | 70 | 70 | 35 | |
| Task 6.1 | Implement Quick Build Pilot Program - includes direct costs | 2/14/2024 | 40 | \$20,615 | 153 | 2 | 20 | 4 | 50 | 50 | 27 | |
| Task 6.2 | Evaluation of Pilot Programs (Memorandum of methodology and implementation of Pilot programs) | 3/14/2024 | 14 | \$9,150 | 64 | 2 | 10 | 4 | 20 | 20 | 8 | |
| TASK 7. | Develop Safety Action Plan and Grant Proposal | | | \$9,775 | 120 | 2 | 20 | 20 | 31 | 31 | 16 | |
| Task 7.1 | Develop a Bicycle and Pedestrian Safety Action Plan (Safe Streets Qualified Safety Action Plan) | 3/1/2024 | 65 | \$8,740 | 69 | 1 | 10 | 10 | 15 | 15 | 8 | |
| Task 7.2 | Grant proposal writing and submission (Safe Streets for All Grant Proposal) | 5/5/2024 | 57 | \$9,010 | 61 | 1 | 10 | 10 | 16 | 16 | 8 | |
| | | | | Labor | \$145,080 | 1009 | 25 | 195 | 82 | 288 | 264 | 155 |
| | | | | Direct Expense | \$7,000 | | | | | | | |
| NOTE | | | | Total | \$152,080 | | | | | | | |

RESUME



Charnelle Hicks, AICP **President and Principal Planner**

Charnelle Hicks is the President and Principal Planner for CHPlanning. She brings 25 years of experience in transportation planning, comprehensive and regional planning, economic development, and public outreach. Ms. Hicks has extensive transportation and infrastructure related project experience collaborating with a variety of transit organizations in numerous states throughout the US. She also has "Big Four" management consulting experience and her work in change management helps as she helps clients toward practical and implementable solutions for the complex challenges they face.

Relevant Experience

Experience Highlights

- Project Management
- Environmental Justice
- Economic, social, and environmental analysis
- Support of corporate strategy

Education

- Master of City and Regional Planning, University of North Carolina
- Bachelor's Arts, Sociology and Anthropology, Swarthmore College

Professional Affiliations

- American Institute of Certified Planners (AICP)
- American Planning Association-PA Chapter (APA-PA)
- New Jersey Professional Planner (PP)

Transit-Oriented Development (TOD) Planning Toolkit (Pennsylvania)

Oversaw the development of a web-based Transit-Oriented Development (TOD) Toolkit. The toolkit provided planning guidance to Pennsylvania municipalities, transit providers, planning commissions, and developers.

Morton Connects Multi-Modal Transportation Study (Morton, PA)

Worked on the development of sustainable transportation alternatives for key intersections in the Borough of Morton, PA, including an extensive community engagement process, analysis of social, geographic, and traffic data, and development of multi-modal enhancement project recommendations and funding strategies.

Central Ohio Transit Authority Sustainability Report (Columbus OH)

Preparing a report to increase economic, social, and environmental sustainability in the region. The report emphasizes the importance of increasing ridership, modernizing the fleet, and promoting initiative that support the regional economy.

Dallas Area Rapid Transit Authority (DART) EIS (Dallas, TX)

Environmental and land use planner for light rail station area plans. Performed the land use survey and evaluation, and prepared rezoning and permit applications. Presented the plans at a public hearing. Prepared land use and socioeconomic elements of the East Oak Cliff light rail EIS.

PIDC Land Use Alternatives (Philadelphia, Pennsylvania)

Researched innovative industrial design strategies for the Philadelphia Industrial Development Corporation with a market focus on sustainability. CHPlanning researched examples of both industrial development and the development of industrial zoned land, and selected specific sites as case study examples, including: Ford's River Rouge Plant in Dearborn (MI), K2 Skis corporate headquarters in Seattle (WA), Montgomery Park redevelopment in Baltimore (MD), and the Stadium Technology Center in Seattle (WA).



Relevant Experience cont.

State Transportation Advisory Committee (TAC) Studies, State of Pennsylvania

Provide TAC support in its efforts to determine the goals of and the allocation of available resources among the various transportation modes. Specific studies included strategic analysis of Pennsylvania's transportation needs of today and the future, identification and allocation of transportation funding among various transportation modes, recommendations on how various modes of transport, such as rail, transit, air, highway, and pipeline should be interacted, and exploration of existing and new roles of government (federal, state, and local) in transportation.

Delaware Long Range Transportation Plan, DE

Prepared a study on the cost impacts of alternative land development patterns as part of the statewide transportation plan. Public services and infrastructure costs examined included water, sewer and storm sewer systems; solid waste; education; parks and recreation; and public safety. The study was prepared using land use and development analysis, as well as survey and computer modeling techniques. Participated in public outreach activities by facilitating focus group sessions at the Statewide Planning Conference and by providing input to newsletters. Prepared reports on Delaware's quality of life, travel habits, tourism impacts, transportation infrastructure, and public/private stakeholder involvement.

Miami Transit Authority, Miami North Corridor Major Investment Study, Miami, FL

Prepared project management and environmental screening documents for the proposed light rail transit project.

Ohio Department of Transportation (ODOT), Environmental Assessment Training Program, OH

Prepared models for ODOT project management and environmental review personnel. Responsible for developing training modules on agriculture, floodplains, and wetlands assessment.

Washington Metropolitan Area Transit Authority (WAMATA), Washington, D.C.

Conducted an impact analysis for the FEIS prepared for the proposed Green Line F-Route. Conducted a graphic analysis for alignment and construction impacts on floodplain, wetlands, vegetation, and land use.

Virginia Department of Transportation (VDOT), Management Information Systems 2000 Integration Management Plan, VA

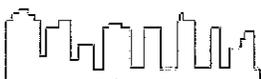
The land use analysis included build-out projections for the corridor created in coordination with location officials.

Amtrak Business Process Reengineering, Philadelphia, Pa

Prepared evaluation of environmental review and compliance processes and provided recommendations for implementing improvements to the project development process for the structural engineering unit.

Transportation Services, University of North Carolina at Chapel Hill:

Analyzed existing transportation service for students, faculty and hospital staff. Identified unit costing for transit, shuttles and park and ride services. Analyzed the relationship between supply and demand for parking and university-subsidized transportation and prepared recommendations for rationalizing transportation program.





RESUME



Olivia Foster Senior Planner, ENV SP

Olivia Foster is a Senior Planner at CHPlanning/Nspiregreen with a technical background in civil engineering. In 2020, Ms. Foster graduated from Princeton University with a bachelor's degree in Civil Engineering and certificates in Architecture and Urban Studies. Ms. Foster brings a comprehensive set of experiences to her work including civil engineering, regenerative agriculture, community development finance, and green stormwater infrastructure design and analysis. Through all of the work she does, Ms. Foster is driven by cross-sector collaboration, use of data analyses, and facilitative leadership to inform equitable community development.

Relevant Experience

Brynford Bicycle and Pedestrian Safety Study (Ongoing)

Contributing to a broader effort of improving bicycle and pedestrian safety in Haverford Township, Ms. Foster acted as key technical staff for the Brynford neighborhood study. Policy review, mapping, and public engagement informed the development of infrastructure improvement recommendations for the study area.

Washington Metropolitan Area Transit Authority (WMATA) Sustainability Action Plan (2022-2023)

As part of the team developing the Sustainability Action Plan for a major transit authority, CHPlanning was tasked with developing educational materials for all WMATA staff. Providing both graphics and writing support, Ms. Foster helped to develop a master slide deck and informational sheets with sections that will be distributed and presented to all departments at WMATA as part of the rollout of the Sustainability Action Plan.

New Jersey Department Of Transportation High School Expansion of Safe Routes to School Program (Ongoing)

In a collaboration with the Rutgers Voorhees Transportation Center, Ms. Foster is working to research and provide recommendations on the expansion of New Jersey's Safe Routes to School program. Traditionally a middle and high school program, the expansion of SRTS to high schools will have several opportunities and challenges. To inform this expansion, CHPlanning is connecting to SRTS program directors and conducting other research to provide recommendations and guidance for the New Jersey program.

Experience Highlights

- Grant Management
- Event Planning
- Community Engagement and Meeting Facilitation
- Ethnographic Studies
- Finite Element Analysis
- ArcGIS data analysis
- SQL data analysis
- Rhino and Grasshopper Design

Education

- Bachelor of Science, Civil Engineering Structural Focus, Certificates in Urban Studies and Architecture

Awards and Certifications

- Envision Sustainability Professional #52319
- Civil Engineering Department Book Award for Senior Thesis, May 2020





Communications for Philadelphia International Airport (PHL) Capital Development Group (Ongoing)

As co-manager of the long-term communications supports for the Capital Development Group, Ms. Foster executes strategies for internal and external communications on capital development projects at the airport. Leading an agile team, Ms. Foster interviews Capital Development engineers, supports development of graphics, delivers a quarterly internal newsletter, and writes press releases on awards and grants received by PHL. The external Newsroom articles translate engineering concepts and current projects to the public, emphasizing the impact the project will have on PHL passengers and the Philadelphia community at large.

COTA Sustainability Report (2020)

As a planner with CHPlanning, Ms. Foster is contributed to the development of a Sustainability Report for the Central Ohio Transit Authority. This report is being developed as a companion to COTA's Strategic Plan, highlighting their sustainability goals and achievements. Ms. Foster has worked to draft the report, gather and refine metrics, and develop final layout.

Intern at City of Detroit's Planning and Development Department – Detroit, MI– Summer 2018

Ms. Foster spent eight weeks working under the head landscape architect at Detroit PDD. During my time there, I researched and compiled precedents of land based permitting processes to assist in the creation of Detroit's own process. This work was directly connected to Detroit's efforts to encourage land-based businesses to come into the city and protect current land-based entrepreneurs.

Senior Thesis on Comprehensive Green Stormwater Infrastructure Design and Analysis

As a culmination of her undergraduate degree, Ms. Foster conducted a year-long thesis on comprehensive design methodologies for urban green stormwater infrastructure. Along with an extensive literature review, this study included mapping and analysis of Princeton University infrastructure and quantifying GSI performance. The performance standards that were focused on were nutrient filtration, stormwater volume capacity, and carbon sequestration. This work culminated in a 75-page thesis which was awarded the Civil Engineering Department's Book Award.

Capstone Project for Environmental Challenges of Urban Sprawl

During the 2018-2019 academic year, in an architecture class covering Urban Sprawl, Ms. Foster conducted research on the Meadowlands in New Jersey and the threat of climate change to that area. This project involved mapping, economic analysis, flood analysis, and a phased design plan for how address the serious flooding threats.

Presenter

Gehl Public x Design Conference – September 2018

Received funding from Princeton University to speak alongside my fellow interns from Detroit Planning and Development Department. We spoke on the topic of methodologies for gathering community input on urban design.





Nicole D. Fincham-Shehan Senior Managing Associate

Nicole D. Fincham-Shehan leverages her skills and experience in public transit and working with the disability community to advance her career in operations and pursue leadership opportunities within transit organizations. Her specific project experience includes:

Relevant Experience

Assistant General Manager

First Transit – Hartford, Connecticut

- Oversee and manage daily operations (customer service, dispatch, reservations, scheduling, maintenance and the operation of vehicles)
- Delegate and oversee the workflow of each department
- Recruits, interviews, hires and appraises employees (performance evaluations) on their productivity
- Develop job positions and expectations
- Create and conduct trainings for current and new employees
- Motivates, guides, mentors and coach's employees on their development
- Recommends to senior management internal promotions and changes including disciplinary and termination of employees in accordance of company policies and procedures
- Work with internal departments and the client's departments (marketing, public outreach, finance, legal, information technology, procurement, diversity and inclusion) to provide the service requested
- Partner with the Greater Hartford Transit District and its advisory board and other community stakeholders
- Develop, refine and ensure implementation of contractor's operational policies and procedures
- Provide daily reports on operation of service (key performance indicators, accidents/incidents, personnel complaints/commendations and compliance)
- Assist with creating and implementing run bids for operators
- Perform other duties as assigned

Disability Accessibility Specialist – Palm Tran Inc. – West Palm Beach, Florida

- Participates in the PT Stat forums, by serving on Customer Service for Fixed Route and customer Service for Connection (Paratransit)
- Created and facilitates ADA Sensitivity Training for Palm Tran employees and contractors
- Conducts new bus operator trainings for Palm Tran and its contractors

Experience

- 20+ Years

Education

- BS in Health Administration Public Policy, University of Maryland Baltimore County (2007)
- BS in Sociology with a concentration in Epidemiology and Health Disparities, University of Maryland Baltimore County (2007)
- Associate in Health, The Community College of Baltimore County, (2004)

Professional Affiliations

- Advanced Travel Training Strategies, Easterseals
- Introduction to Incident Command Systems, ICS-100, FEMA
- Basic Incident Command System for Initial Response, FEMA
- National Response Framework, An Introduction, FEMA
- Basic Emergency Operations Center Functions, FEMA
- An Introduction to the National Incident Management System, FEMA
- Basic Workplace Security Awareness, FEMA
- Including People With Disabilities & Others With Access & Functional Needs in Disaster Operations, FEMA
- Vaccine Access for People with Disabilities: Guidance, Funding, Strategies, and Best Practices, ADA National Network
- How Crisis Standards of Care Can Ensure Equity for People with Disabilities During Times of
- Palm Beach County Emergency Action Plan
- Prepared4ALL: Whole Community Emergency Planning; ADA National Network
- Intermediate Incident Command System For Expanding Incidents, FEMA
- Advanced Incident Command Systems, Command & General Staff; Complex Incident s, FEMA
- Has the COVID 19 Vaccine Effort Worked for People with Disabilities, ADA National Network
- COVID Recovery and Transportation, NADTC
- Perception Management: Their Perception is Your Reality, Palm Beach County
- OCommunity Connections and Your Role as a Travel Trainer, Easterseals



- Assisted with the creation and implementation of the eligibility process for Palm Tran Connection
- Participates in community engagement activities
- Educates the public on what Palm Tran is and the programs we offer
- Attended FEMA Trainings and became certified
- Attends Easterseals Trainings and become certified
- Develop presentation plans
- Create incentive projects
- Assists with monthly safety meetings
- Creates Standard Operating Procedures and other materials for both internal and external use
- Develop a Travel training curriculum and program
- Works with Transportation Disadvantage Program
- Works with local and state government

**Disability Advisor on Transportation and Emergency Management
Biden/Harris Policy Volunteer**

**ADA Consultant/Health Educator
Palm Beach, Florida/Baltimore, Maryland**

- Advise on ADA guidelines for paratransit/mobility services
- Assisted with reconstruction of fixed route bus system in Baltimore, MD
- Provide assistance with maps and website accessibility
- Chaired the Mayor's Commission for Disabilities, Transportation Subcommittee
- Chaired the Maryland Transit Administration (MTA), Citizens Advisory Committee for Accessible Transportation (CACAT)
- Chaired Disability Rights Maryland (DRM), Consumers for Accessible Rides Service (CARS) Committee
- Helped to establish guidelines for transit services
- Conduct and facilitate workshops for newly blind individuals
- Educate the public with adaptive equipment to live independently
- Established support group for disabled individuals for equal access to transportation
- Assist individuals with disabilities to gain equal access to education, healthcare and transportation
- Assist individuals with the IEP and 504 Plan process
- Testified on behalf of local, state and federal legislatures to provide accessibility to all
- Works with profit and non-for-profit agencies to provide services to the disabled

Health Educator Community Relations

Baltimore City Mayor's Office – Baltimore, Maryland

- Developed partnerships with community organizations and other stakeholders
- Attended meetings and events on behalf of the Mayor and Health Commissioner
- Organized community and church health fairs
- Developed and implemented new programs and policies
- Coordinated the SAFE
- ZONE and Operation Protect Programs
- Organized press and other media events
- Supervised interns
- Consulted and assisted with concerns pertaining to individuals with disabilities
- Represented the Mayor's Commission on Disabilities
- Chaired the Mayor's Commission on Disabilities, Transit Subcommittee
- Coordinated presentations and distributions of literature throughout the community
- Organized emergency preparedness presentations and exercises
- Builds and develops data bases

Youth & Education Liaison

Baltimore City Council President's Office – Baltimore, Maryland



- Developed partnerships with community youth organizations and other stakeholders
- Served on the Mayor's Commission for Disabilities
- Attended meetings and events on behalf of the City Council President
- Assisted in organizing youth and education programs and events
- Staffed the Youth Commission
- Worked with the Baltimore City School System to improve youth involvement
- Assisted with the Young Women in Action Program
- Coordinated school shadow days at City Hall and demonstrated the legislative process
- Worked to build and develop databases

Legislative Aid

Maryland General Assembly State Delegate – Annapolis

- Assisted with generating bills
- Researched perspective legislation
- Testified to House and Senate Committees on perspective legislative bills
- Worked on equal access to public transportation
- Responded to constituent letters and telephone concerns
- Met with lobbying organizations to discuss their concerns in regards to perspective legislation





Karen Armendariz

Managing Associate Planner

Ms. Armendariz is an urban planner with experience in comprehensive and long-range planning. She believes that community engagement is a pivotal component of comprehensive planning, which helps inform the development of sustainable, inclusive, and equitable goals that address the needs of all community members. Her engagement experience includes designing and conducting focus groups and interviews, facilitating public meetings, translating specialized technical concepts into accessible language, designing engagement activities for individuals with English limited proficiency, and designing equitable virtual engagement.

Relevant Experience

Years' Experience

- 5 Years

Education

- MPS Candidate, Sustainable Urban Planning, George Washington University (Expected 2023)
- BA, Sustainable Urban Development, Knox College (2018)

DOEE Anacostia River Corridor Master Plan, Washington, DC. This restoration master plan for the Anacostia River corridor will provide a roadmap for restoring habitat, enhancing resilience, reducing pollution, and increasing equitable access to the recreational activities on the corridor. Ms. Armendariz leads design and implementation of activities that engage multiple stakeholder groups, including federal agencies, non-governmental organizations, community organizations, and residents living near the Anacostia River Corridor in D.C.

DDOT Green Infrastructure, Washington, DC.

Ms. Armendariz is on the project team for the DDOT GI project where the purpose is to identify appropriate GI practices and sites in targeted watersheds in wards 5 and 7 in the District that will achieve the highest stormwater quality benefit while minimizing cost and conflicts. She led planning and execution of community engagement created illustrative outreach graphics and communications and managed an online interactive map for community feedback.

Visualize 2045 2021 Focus Groups, Washington Metropolitan Area

Ms. Armendariz served as the Project Manager leading the design, implementation, and analysis of 11 focus groups, focusing on transportation equity, safety, and climate change. Ms. Armendariz designed the methodology to specifically contextualize the issues of climate change, safety, and equity through the perspective of people from underrepresented communities. The focus groups were conducted virtually, and one session was conducted completely in Spanish. The results from the focus groups were presented in a comprehensive report that will guide transportation officials in thinking about these transportation issues through the perspective of different community groups.

DDOT Safe Routes to School, Washington, DC.

Ms. Armendariz is the planning lead for two schools located in wards 3 and 8 (Eaton Elementary School & MLK Elementary School). She developed safety recommendations based on walk audits, and designed and implemented safe walking and biking education lessons for elementary and middle schools. She specifically works in making sure that these education plans address the safety concerns and needs of schools in low-income and historically underrepresented areas.



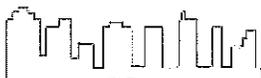
Voices of the Region Public Opinion Research

Ms. Armendariz served as the Deputy Program Manager for the Voices of the Region Public Opinion Survey. The survey was a statistically significant one designed to guide elected officials in developing long-range and regional goals that guide transportation investments and decision-making. The survey gathered public opinion information on travel in a post-pandemic environment, transportation enhancement needed, and future factors affecting transportation planning, such as autonomous vehicles and climate change. Ms. Armendariz assisted in designing the survey and incorporating questions that would bring light to equity issues in transportation.

Housing First Program Specialist – Washington DC

Ms. Armendariz specialized in strength-based approaches to address homelessness in Washington, DC. She assessed the housing barriers of individuals and families experiencing homelessness by listening to the issues that individuals have when looking for housing. Ms. Armendariz specifically worked with individuals experiencing substance dependence, mental health disorders, and individuals facing immigration status barriers. She collaborated with different government agencies and non-profit organizations to secure stable housing, employment, and clinical services for these individuals.

Transportation Land-Use Connections Program – Ms. Armendariz served as the TLC project liaison for the Riggs Road Neighborhood Boulevards Project. The project's goal was to enhance multi-modal mobility in the Langley Park/Adelphi area, a community with a higher concentration of Hispanic population than average. The project will enhance pedestrian and bike access to the future purple line stations near the area. Ms. Armendariz assisted in managing the consultant's scope of work and promoting regional collaboration between different government agencies.





Leila Bahrami

Urban Designer and Planner

Ms. Bahrami is an Urban Designer, Environmental Planner and GIS analyst with 5+ years of education spanning environmental analytics, planning frameworks, site design, GIS mapping, and visual communications. Leila has extensive experience as a GIS and Remote Sensing Analyst at the Environmental Modeling Lab at the University of Pennsylvania working on coastal wetland adaptation using multispectral imagery for vegetation analysis. Leila also has background in landscape design researching nature-based solutions and technologies to bring creative, interdisciplinary thinking to urban design projects. Leila strongly believes in leveraging science to design and plan more thoughtful spaces that shapes our public spaces into resilient and sustainable community resources.

Education

- M.S, Landscape Architecture, University of Pennsylvania (2020)
- Certificate, Geographic Information System (GIS), University of Pennsylvania (2020)
- B.S, Architectural Engineering, University of Tehran (2013)

Relevant Experience with CHPlanning

Downtown Danbury TOD site studies, Danbury, CT – Urban Designer modelling pedestrian-oriented redevelopment opportunities on five auto-oriented commercial and industrial sites walkable to Danbury's Metro-North rail station and downtown.

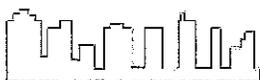
Logan Triangle Redevelopment, Philadelphia, PA – Urban Designer studying and documenting mixed-use development scenarios for 40-acre vacant site, integrating affordable housing, transit, neighborhood services, light industry, parks, green infrastructure, and existing residential patterns.

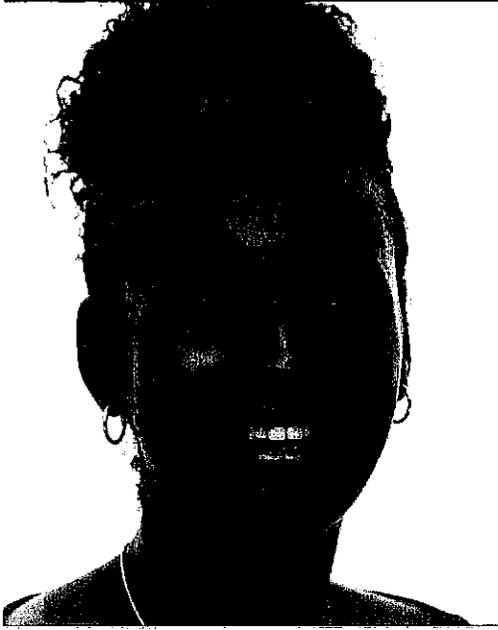
Route 291 Corridor Study, Eddystone, PA – Urban Designer for multi-modal transportation improvements and site redevelopment scenarios in a corridor and SEPTA station area where industry, riverfront public realm, and transit-oriented development overlap.

Oakland Mobility Study, Pittsburgh, PA – Urban Designer for recommended pedestrian and bike facility improvements in Pittsburgh's Oakland innovation neighborhood, coordinated with land use and public realm plan framework.

Resilient NJ – Atlantic Coastal Communities, Atlantic City region, NJ – Engagement specialist and Urban Designer working with steering committee and focus groups targeting hard-to-reach populations. Draft resilience strategy emphasizes physical changes, mobility and communications strategies to assist the most vulnerable populations.

Salisbury Zoning Ordinance Rewrite, Salisbury, MD – Urban Designer preparing elements of a new citywide form-based code with downtown, waterfront, and mixed-use corridor contexts. These include building form typology diagrams, zoning maps, and ArcGIS Story Map platform explaining new zoning policy and its rationale.





RODAS D BEKELE

URBAN PLANNER

A Master of City and regional planning candidate with experience in advocacy for infrastructure improvement, community outreach and data analysis using GIS software. Hoping to gain more experience in the design and implementation of planning projects that center racial, gender, and economic equity at this core.

Relevant Experience

Disability Justice and Urban Planning for Recreational Access – Edward J. Bloustein School of Planning and Public Policy (2023)

Preparing a Universal Access toolkit for New Jersey planners and others to support the integration of Universal Design and accessibility planning best practices in day-to-day urban planning and engagement in New Jersey.

Organizing an accessible public outreach event (in-person and virtual) to solicit input on preliminary findings, concept plans, and tools. Preparing site Analysis, initial concept designs, and community engagement process plan proposal.

New Brunswick, New Jersey High Injury Network - Bicycle and Pedestrian Planning at Edward J. Bloustein School of Planning and Public Policy (2022)

Using crash data from the New Brunswick Police Department, prepared a map of the city's High Injury Network to highlight streets that have had the most concentration of traffic crashes with serious injuries and fatalities

Smart and Connected: Micro-mobility Demonstration Project in Asbury Park - APA NJ Chapter, 2022 Outstanding Student Project Award (2022)

Engaged in extensive research on micro-mobility and active transportation options and infrastructure as ways to encourage expanded use of and enhanced safety of non-motorist travel in Asbury Park.

Collaboratively installed a temporary bike lane in Asbury Park

Designed a survey to solicit feedback on the pop-up bike lane.

In charge of writing and editing the final report presented to the client.

Transportation and Land Use: Transit Oriented Development and Electrification of the Raritan Valley Line: A Case Study - Edward J. Bloustein School of Planning and Public Policy (2021)

Experience Highlights

- Community outreach
- Qualitative research
- Report writing
- Project management

Education

- MS City & Regional Planning - Concentration: Transportation planning and GIS
Edward J. Bloustein School of Planning and Public Policy (2023)
- B.A. Liberal Arts; Concentration: Environmental Studies.
Soka University of America (2021)



Performed a case study on effects of Transit Oriented Development, transit village designation, and electrification of rail lines in towns along the Raritan Valley Line in New Jersey.

Performed on-site visits and administered written interviews with heads of planning departments

Gender and Transportation in a Rapidly Urbanizing African Country: A Case of Ethiopia - APA NJ Chapter, 2022 Outstanding Student Project Award (2022)

Performed qualitative research outlining the existing disconnect between the federal government's commitment to overall gender equality and the limited application of a gender lens in Ethiopia's transportation sector.

Teacher's Assistant for a Research Methods Course - Edward J. Bloustein School of Planning and Public Policy (2022)

Designing weekly quizzes and exams for different units on research methods

Assisting students with data analysis using SPSS software during weekly office hours

Providing students feedback on research reports.

Transportation Equity Intern (2022)

Drafted a communication plan for equitable outreach in the Oyster Point area.

Drafted and administered surveys to assess the transportation needs of employees in Oyster Point.

Drafted a transportation resource list and a map of available transportation options for employees in Oyster Point.

Advocacy Intern - San Francisco Bicycle Coalition (2020)

Represented the organization in community task force meetings concerning ongoing city projects.

Drafted surveys on current traffic enforcement techniques and transportation infrastructure in communities.

Provided communication support for community outreach to encourage public participation in city hall meetings.

IT Help Desk—Student Technician/ Lead Audiovisual technician - Soka University of America

Collaborated with help desk technicians in keeping campus technology running smoothly.

Addressed technical issues in classrooms, offices, and residential halls.

Trained new audio-visual technician hires.

Social Media Intern -Ethiopian Diaspora Trust Fund

Compiled reports on donor sentiment from emails, Facebook, Instagram, and Twitter of EDTF operations.

Performed community outreach to encourage youth involvement in EDTF operations.



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

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

HAVTT 21840

November 8, 2023

David R. Burman, Township Manager
Township of Haverford
1014 Darby Road
Havertown, PA 19083-2251

**RE: Grange Estate Retaining Wall
Contract No. R-36**

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Friday, November 3, 2023 at 1:00 p.m. for the above referenced contract. The low bidder was Ocean Construction of Williamstown, NJ, in the amount of \$82,999.00. We have worked with Ocean Construction in the past and have found their work to be satisfactory.

We recommend the Township consider awarding the contract to Ocean Construction in the amount of \$82,999.00 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/rg

The Township of Haverford
Tabulation of Bids Received Until 1:00 PM
Prevailing Time on November 03, 2023

CONTRACT NO. R-36
GRANGE ESTATE RETAINING WALL

| ITEM NO. | ESTIMATED QUANTITY | UNIT | DESCRIPTION | Deen Construction 822 Glassboro Rd Williamstown, NJ 08094 | | Deleware Environmental Constructions Services 935 Rahway Dr Newark, DE 19711 | | DRG Construction 1270 Twin Church Rd Knox, PA 18232 | | Pulsman SST, Inc. 2227 High Hill Rd Swedesboro, NJ 08085 | | Man-Allen Concrete Products, Inc 400 Millway Road Ephrata, PA 17822 | |
|------------------|--------------------|------------|---|---|--------------|---|--------------|---|--------------|--|---------------|---|---------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 35-1 | 1 | LS | Reconstruction of Existing Stone Retaining Wall | \$53,484.00 | \$ 53,484.00 | \$50,000.00 | \$ 60,000.00 | \$87,500.00 | \$ 87,500.00 | \$138,298.00 | \$ 138,298.00 | \$197,495.00 | \$ 197,495.00 |
| 35-2 | 1 | LS | Reconstruction of Existing Stone Steps and Pillar | \$18,715.00 | \$ 18,715.00 | \$33,600.00 | \$ 33,600.00 | \$12,500.00 | \$ 12,500.00 | \$15,326.00 | \$ 15,326.00 | \$19,660.00 | \$ 19,660.00 |
| 35-3 | 16 | Crew Hours | Excavation Under Supervision of Archeologist | \$600.00 | \$ 10,800.00 | \$300.00 | \$ 6,400.00 | \$833.33 | \$ 14,999.94 | \$690.00 | \$ 12,592.00 | \$792.00 | \$ 14,256.00 |
| TOTAL BID | | | | \$92,899.00 | | \$99,000.00 | | \$114,999.94 | | \$184,207.00 | | \$231,751.00 | |
| Bid Security | | | | Yes | | Yes | | Yes | | Yes | | Yes | |

We Declare this to be a true Tabulation of Bids
Received on November 3, 2023 by the Township of Haverford
for Contract No. R-36 Grange Estate Retaining Wall

PENNANI ASSOCIATES, P.C.
David Pennoni
David Pennoni, P.E., PENNANI, NJ, 08055-E

HVERFORD TOWNSHIP MEMORANDUM

DATE: November 6, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Tree work at Veterans and Grange

Attached is a quote for tree removal at Veterans and Grange Field. The quote is for \$22,350 from MG Tree. The funding will be from the Park Maintenance budget. Contractor will be removing 3 large Locust trees next to the Skatium, behind Veterans Field we will remove 9 Ash Trees and a Locust tree. At Grange Field contractor will remove 2 large Pine trees an Ash tree and they will trim back two large Pine trees leaning towards neighbors' yards.

We received three quotes and MG Tree was the lowest.

If there are any questions, I will be on hand for the Board of Commissioner meeting on November 14, 2023.

MG Tree

*A Full Service Tree Company
Certified Arborist*

**121 S. Sproul Road
Broomall, Pa. 19008
mgtree.com
mgtree@verizon.net**

**Date: 10/24/2023
Haverford Township
Brian Barrett
1014 Darby Road
Havertown, PA 19083**

**Work Site: 143 Myrtle Avenue
Havertown, PA 19083**

**Mobile: 610-742-0894
Email: bbarrett@havtwp.org**

Proposed By: Mike Gillan

Grange

| # | Item | Description | Qty | Cost |
|---|-------|----------------------|-----|------------|
| 1 | Trees | Trimming and Removal | 0 | \$5,800.00 |

Project location: Grange Park (Enter from Grove Place)
—Closer to open field we will remove a dead ash tree.
—In area of several large cluster of white pine trees, we will remove 1 double lead pine that lost the top sections.
—Same area we will remove a smaller dead white pine tree.
—Along the property line in the area, the damaged fence, we will trim back 2 large white pine trees by reducing the overextended branches growing toward the neighbors yard.
—Closer to the entrance from Grove Place, we will remove 3 large tree trunks that were previously left behind. These trunks are lying on the ground.

Notes:

Subtotal: \$5,800.00

Tax: \$0.00

Total: \$5,800.00

Customer Signature

Date

MG Tree

A Full Service Tree Company
Certified Arborist

121 S. Sproul Road
Broomall, Pa. 19008
mgtree.com
mgtree@verizon.net

Date: 10/24/2023

Haverford Township

Brian Barrett

1014 Darby Road

Havertown, PA 19083

Work Site: 1002 Darby Road
Havertown, PA 19083

Mobile: 610-742-0894

Email: bbarrett@havtwp.org

Proposed By: Mike Gillan

Right side of building

Veterans
Skatium

| # | Item | Description | Qty | Cost |
|---|--------|--------------|-----|------------|
| 1 | Locust | Tree Removal | 0 | \$5,750.00 |

Project location: Veterans Park- Right side of the Skatium, I suggest removing 3 large locust trees. Each tree has several issues including rotted and cracked trunks, damaged root system and several cavities. Also, 2 of the 3 trees have a significant lean toward the neighbors house and also the Skatium. All 3 trees should be removed ASAP.

Note: In the same area along the side of the building is a cluster of smaller locust trees. If you decide to remove this cluster at the same time, the cost would be additional \$700

Notes:

Subtotal: \$5,750.00

Tax: \$0.00

Total: \$5,750.00

Customer Signature

Date

MG Tree

A Full Service Tree Company
Certified Arborist

121 S. Sproul Road
Broomall, Pa. 19008
mgtree.com
mgtree@verizon.net

Date: 11/6/2023
Haverford Township
Brian Barrett
1014 Darby Road
Havertown, PA 19083

Work Site: 1002 Darby Road
Havertown, PA 19083

Mobile: 610-742-0894
Email: bbarrett@havtwp.org

Proposed By: Mike Gillan

Veterans

| # | Item | Description | Qty | Cost |
|---|------|--------------|-----|-------------|
| 1 | Ash | Tree Removal | 0 | \$10,800.00 |

Project location: Haverford Trails
(Remove 10 dead trees)

—Behind the back right corner of the softball fields, at the beginning of the trail we will remove 3 dead ash trees located closer to the center then 1 dead ash along the left side.

—Closer to the middle of the trail next to a large yew bush, we will remove 4 dead ash trees. 3 are in a cluster together on right side of trail and the other one is on the opposite side of the trail

—Continuing towards Princeton road there are 2 more dead ash trees one sits just to the left of the trail, and the other dead ash sits along the right side close to the asphalt walking trail. Also left of the trail we will remove a declining Locust tree. This tree has damaged trunk. All trees will be cut down close the ground level.

Notes:

Subtotal: \$10,800.00

Tax: \$0.00

Total: \$10,800.00

Customer Signature

Date

**AGENDA
PRELIMINARY 2024 BUDGET MEETING**

**SPECIAL MEETING
Board of Commissioners
Township of Haverford**

**November 20, 2023
Monday – 7:00 p.m.
Commissioners Meeting Room**

1. Opening of Meeting

- a. Roll Call
- b. Pledge of Allegiance

2. Citizen's Input – AGENDA ITEMS ONLY

3. Budget Hearing and Preliminary Adoption of Year 2024 Budget

Motion: to adopt as an Ordinance a Preliminary General Fund, Sewer Fund and Capital Fund Budget, including all taxes, fees, service charges and other revenue sources provided within all funds for 2024.

Voting order 1 2 3 5 7 8 9 4 6

4. Presentation of Preliminary Budget by David R. Burman, Township Manager

5. Ordinance No. P15-2023 Sewer Rental Charge (1st Reading)

Motion to adopt the first reading of Ordinance No. P15-2023 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.

Voting order 1 2 3 5 7 8 9 4 6

6. Ordinance No. P16-2023 Trash Fee (1st Reading)

Motion: to adopt the first reading of Ordinance No. P16-2023 fixing the Township of Haverford Trash Fee at \$283.00 per year.

Voting order 1 2 3 5 7 8 9 4 6

7. Adjourn

**MINUTES
PRELIMINARY 2024 BUDGET MEETING**

**SPECIAL MEETING
Board of Commissioners
Township of Haverford**

**November 20, 2023
Monday – 7:00 p.m.
Commissioners Meeting Room**

1. Opening of Meeting – President of the Board, Larry Holmes, opened the meeting.

- a. Roll Call – 8 Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.
Commissioner Cavender was absent.**

Also present were: David R. Burman, Township Manager, Ross M. Anderson, CPA, Township Auditor, Aimee M. Cuthbertson, CPA, Assistant Finance Director and Chief John Viola.

- b. Pledge of Allegiance**

2. Citizen’s Input – AGENDA ITEMS ONLY

3. Budget Hearing and Preliminary Adoption of Year 2024 Budget

Motion made by Commissioner McCloskey and seconded by Commissioner Wechsler to adopt as an Ordinance a Preliminary General Fund, Sewer Fund and Capital Fund Budget and ARPA; including all taxes, fees, service charges and other revenue sources provided within all funds for 2024.

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

4. Presentation of Preliminary Budget by David R. Burman, Township Manager

See Attachment

5. Ordinance No. P15-2023 Sewer Rental Charge (1st Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Trombetta to adopt the first reading of Ordinance No. P15-2023 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.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

6. Ordinance No. P16-2023 Trash Fee (1st Reading)

Motion made by Commissioner McCloskey and seconded by Commissioner Gondek to adopt the first reading of Ordinance No. P16-2023 fixing the Township of Haverford Trash Fee at \$283.00 per year.

Roll Called.

8 Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, McCloskey, Quinn, Hart, Wechsler, Trombetta and Holmes.

7. All Commissioners agreed to adjourn.

ORDINANCE NO. P15 - 2023

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 2024 to be required is hereby determined to be \$4,533,750 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 10/1/2022 thru 9/30/2023) 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 2024.

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

ADOPTED this day of December, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes, Esq.
 President
 Board of Commissioners**

**Attest: David R. Burman
 Township Manager/Secretary**

ORDINANCE NO. P16 - 2023

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 eighty-three dollars and 00 cents (\$283.00)** 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 eighty-three Dollars and 00 cents (\$283.00) 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 eighty-three dollars and 00 cents (\$283.00) 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.

Page 2

SECTION 6. All Ordinances or parts of ordinances in conflict herewith are hereby repealed.

ENACTED and ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, this day of December, 2023.

TOWNSHIP OF HAVERFORD

BY:

C. Lawrence Holmes, Esq.
President
Board of Commissioners

ATTESTED BY:

David R. Burman
Township Manager/Secretary

**BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONDAY, DECEMBER 4, 2023
7:00 P.M.**

Commissioner Committee Updates

Police Crime Report

Discussion: 2024 Proposed Budget Changes

NEXT WEEK:

Billboards

| | |
|---------------------------------|---|
| Ordinance No. P15-2023 | 2024 Sewer Charge (2nd Reading) |
| Ordinance No. P16-2023 | 2024 Trash Fee (2nd Reading) |
| Ordinance No. 2987-2023 | 2024 Mills (first reading is a final reading) |
| Ordinance No. 2988-2023 | 2024 Budget Adoption (first reading is a final reading) |
| Ordinance No. P14-2023 | Traffic (2nd Reading) |
| Ordinance No. P19-2023 | Traffic (1st Reading) |
| Ordinance No. P20-2023 | Act 172 – Property Tax Credit (Volunteer Firefighters) (1st Reading) |
| Resolution No. 2344-2023 | Senior Economic Recovery Program - Extension |
| Resolution No. 2345-2023 | 2024 Meeting Schedule |
| Resolution No. 2348-2023 | ARPA – Fire Apparatus |
| Resolution No. 2349-2023 | ARPA - Haverford Township Business Revitalization and Modernization Matching Grant Program |
| Resolution No. 2350-2023 | ARPA – Replacement Playground Equipment at Merry Place |
| Resolution No. 2351-2023 | ARPA – Replacement Fencing at Jack McDonald Field |

Police Department - 2 Entry Level Police Officers

Police Department – 4-year Collective Bargaining Agreement with the FOP

1 Mill Road - Approve the Change Order for the demolition and site preparation

Contract Awards

Skatium - Mechanical Preventive Maintenance Contract Renewal

Police Department/Public Works - Reject all bids for traffic signal maintenance contract with intent to re-bid

Park and Ride Facility - Mill Road and Karakung Drive

West Chester Pike Tree Planting

Purchases

EMS Apparatus

Parks and Recreation:

All-Inclusive Play Structure

Jack McDonald Field Fencing

ORDINANCE NO. P15 - 2023

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 2024 to be required is hereby determined to be \$4,533,750 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 10/1/2022 thru 9/30/2023) 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 2024.

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

ADOPTED this 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P16 - 2023

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 eighty-three dollars and 00 cents (\$283.00)** 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 eighty-three Dollars and 00 cents (\$283.00) 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 eighty-three dollars and 00 cents (\$283.00) 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.

Page 2

SECTION 6. All Ordinances or parts of ordinances in conflict herewith are hereby repealed.

ENACTED and ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, this 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

BY:

C. Lawrence Holmes, Esq.
President
Board of Commissioners

ATTESTED BY:

David R. Burman
Township Manager/Secretary

Ordinance No. 2987- 2023

Tax Levy 2024

Motion: to adopt Ordinance No. 2987 - 2023 fixing the tax rate for the year 2024 at 4.406 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, 2023 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 11TH day of December, 2023.

Township of Haverford

**By: C. Lawrence Holmes, Esq.
President**

**Attest: David R. Burman
Township Manager**

ORDINANCE NO. 2988-2023

2024 BUDGET APPROPRIATIONS

To appropriate funds established to be required for specific purpose of financing the municipal government for the year 2024 including all taxes, fees, service charges and other revenue sources provided within all funds.

Adopted this 11th day of December, 2023.

Township of Haverford

By: C. Lawrence Holmes, Esq.

President

Board of Commissioners

Attest: David R. Burman, Township Manager

ORDINANCE NO. P19-2023

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

Establish: in front of 1611 Woodmere Way.

Establish: in front of 132 Juniper 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 , 2024.

TOWNSHIP OF HAVERFORD

BY:

President

Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE P20-2023

**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 165, "TAXATION", ARTICLE VI, "PROPERTY TAX CREDIT
TO QUALIFYING VOLUNTEERS OF BON AIR, BROOKLINE,
LLANERCH, MANOA AND OAKMONT FIRE COMPANIES"**

WHEREAS, The Board of Commissioners of the Township of Haverford wishes to amend the percentage for real estate property tax credits issued to qualifying volunteer fire fighters.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS THAT THE TOWNSHIP'S CODE IS AMENDED AS FOLLOWS:

SECTION I: Text Amendment

The Administrative Code of Haverford Township, Chapter 165, Taxation, Article VI, Property Tax Credit, Section 165-77, Credit Payment, is hereby amended, as follows:

Property owner will receive the annual Township tax bill on or around February 1 of each year and must pay in full before being deemed delinquent or assigned to Delaware County Tax Claim. Credit will not automatically show on annual tax bill. Within sixty (60) days of payment in full and submission of acceptable application and certification by the volunteer's Fire Chief, Township will generate a refund representing ~~20~~ 50% of Township real estate tax levied. This refund will be paid via check made payable to the property owner.

SECTION II: Repeal and Ratification

All ordinance or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of inconsistencies or conflicts, are hereby specifically repealed. Any other terms or provisions of the Township's Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION III: Severability

Should any section, paragraph, sentence, clause or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected

hereby and shall remain in full force and affect, and for this reason, the provisions of this Ordinance shall be severable.

SECTION IV: Effective Date

The Ordinance shall be effective ten (10) days after enactment.

ORDAINED AND ENACTED this 8th day of January, 2024 by the Board of Commissioners of the Township of Haverford.

Township of Haverford

President
Board of Commissioners

Attest:

David R. Burman
Township Manager/Secretary

RESOLUTION 2344-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Senior/Widowed/Disabled Residents Economic Recovery Payment Program Extension

WHEREAS, on March 13, 2023 through Resolution 2298-2023, the Board of Commissioners adopted the “Senior/Widowed/Disabled Residents Economic Recovery Payment Program” in an effort to provide financial support to those senior citizens/widowed/permanently disabled individuals living in Haverford Township who also received financial assistance under the 2022 Commonwealth of Pennsylvania Property Tax/Rent Rebate Program and who also met the Township’s originally stated program requirements; and,

WHEREAS, due to the high level of interest in the program and the number of pending applications still at the Commonwealth level, the Board of Commissioners would like to extend the program application deadline from 4pm on December 15, 2023 to 4pm on April 1, 2024. The total allocation for this program will remain at the originally adopted limit of \$302,500; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby extends the deadline for filing application with the Township for the “Senior/Widowed/Disabled Residents Economic Recovery Payment Program” from 4pm on December 15, 2023 to 4pm on April 1, 2024, 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 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager,

RESOLUTION NO. 2345 - 2023

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 2024 unless otherwise advertised.

BOARD OF COMMISSIONERS

TUESDAY, January 2, 2024 – Reorganization – 7:30 P.M.

WORK SESSIONS – 7:00 P.M.

February 5
March 4
April 1
May 6
June 3

July – NO WORK SESSION
August 5
September 3 – TUESDAY (Day after Labor Day)
October 7
November – NO WORK SESSION
December 2

REGULAR MEETINGS – 7:00 P.M.

January 8
February 12
March 11
April 8
May 13

June 10
July 8
August 12
September 9
October 15 – Tuesday (Day after Columbus)
November 12 – Tuesday (Day after Veterans)
November 18 – Prelim. Budget Meeting
December 9 – Final Budget and Reg. Mtg.

ENVIRONMENTAL ADV COMMITTEE

1st Wednesday, 7:00 PM, Meeting Room C

Wednesday Meeting Dates: 01/04/2023, 02/01/2023, 03/01/2023, **No 04/05/2023 meeting, 05/03/2023, 06/07/2023, 07/05/2023, 08/02/2023, 09/06/2023, 10/04/2023, 11/01/2023, 12/06/2023

****Note: These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room C unless otherwise noted.**

RHM SEWER AUTHORITY

1st Tuesday, 7:00 PM, at RHM

FRIENDS OF THE GRANGE

1st Thursday, 7:15 PM, at the Grange

Thursday Meeting Dates: 01/05/2023, 02/02/2023, 03/02/2023, 04/06/2022, 05/04/2023, 06/01/2023, 07/06/2023, *No August Meeting, 09/07/2023, 10/05/2023, 11/02/2023, 12/07/2023

ZONING HEARING BOARD

1st and 3rd Thursdays, 7:45 PM, All Meeting Rooms

Thursday Meeting Dates: 01/05 & 01/19/2023, 02/02 & 02/16/2023, 03/02 & 03/16/2023, 04/06 & 04/20/2023, 05/04 & 05/18/2023, 06/01 & 06/15/2023, 07/20, 08/17, 09/07 & 09/21/2023, 10/05 & 10/19/2022, 11/02 & 11/16/2023, 12/07 & 12/21/2023

HEALTH ADVISORY BOARD

**2ND Tuesday, 7:00 PM, Meeting Room C
(No meetings June, July and August)**

Tuesday Meeting Dates: 01/10/2023, 02/14/2023, 03/14/2023, 04/11/2023, 05/09/2023, No June Meeting, No July Meeting, No August Meeting, 09/12/2023, **No 10/10/2023 meeting, 11/14/2023, 12/12/2023

****Note: These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room C unless otherwise noted.**

PLANNING COMMISSION

2nd Thursdays, 7:30 PM, All Meeting Rooms

Thursday Meeting Dates: 01/12/2023, 02/09/2023, 03/09/2023, 04/13/2023, 05/11/2023, 06/08/2023, 07/13/2023, 08/10/2023, 09/14/2023, 10/12/2023, 11/09/2023, 12/14/2023

HISTORICAL COMMISSION

3rd Monday, 7:00 PM, Meeting Room B

Monday Meeting Dates: **No 01/16/2023 meeting, **No 02/20/2023 meeting, 03/23/2023, 04/17/2023, 05/15/2023, **No 06/19/2023 meeting, 07/17/2023, *No August Meeting, 09/18/2023, 10/16/2023, **No 11/20/2023 meeting, 12/18/2023

****Note: These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room B&C unless otherwise noted.**

SENIOR CITIZENS ADVISORY BOARD

3rd Tuesday, 7:00 PM, Meeting Room B

Tuesday Meeting Dates: 01/17/2023, 02/21/2023, 03/21/2023, 04/18/2023, **05/16/2023 Meeting Room Twp.Mgr. Conference Room, 06/20/2023, No July Meeting, No August Meeting, 09/19/2023, 10/17/2023, 11/21/2023

ICE RINK ADVISORY BOARD 3rd Tuesday, 7:30 PM, at the Skatium
Tuesday Meeting Dates: 01/17/2023, 02/17/2023, 03/21/2023, 04/18/2023, 05/16/2023, 06/20/2023, 07/18/2023, 08/15/2023, 09/19/2023, 10/17/2023, 11/21/2023, 12/19/2023

HUMAN RELATIONS COMMISSION 2nd Wednesday, 7:00 PM, Meeting Room B

Wednesday Meeting Dates: 1/10/24, 2/14/24, 3/13/24, 4/10/24, 5/8/24, 6/12/24, 7/10/24, 8/14/24, 9/11/24, 10/9/24, 11/13/24, 12/11/24.

SHADE TREE COMMISSION 4TH Monday, 7:30 PM, Meeting Room B

Monday Meeting Dates: 01/23/2023, 02/27/2023, 03/27/2023, 04/24/2023, 05/22/2023, 06/26/2023, 07/24/2023, 08/28/2023, **No 09/25/2023 meeting, 10/23/2023, 11/27/2023, **No 12/25/2023 meeting

****Note: These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room B unless otherwise noted**

LIBRARY BOARD 3RD Wednesday, 7:00 PM, Library Board Room

PARKS AND RECREATION 4TH Tuesday, 7:30 PM, Meeting Room B

Tuesday Meeting Dates: 01/24/2023, 02/28/2023, 03/28/2023, 04/25/2023, 05/23/2023, 06/27/2023, 07/25/2023, 08/22/2023, 09/26/2023, 10/24/2023, 11/28/2023, 12/26/2023

BUREAU OF FIRE 4TH Tuesday, 7:00 PM, at the Manoa Fire House

Tuesday Meeting Dates: 01/24/2023, 02/28/2023, 03/28/2023, 04/25/2023, 05/23/2023, 06/27/2023, No July Meeting, No August Meeting, 09/26/2023, 10/24/2023, 11/28/2023, No December Meeting

NO Township meetings/events will be held on the following dates

Jewish Holidays

Passover – No meetings beginning 4 p.m. Monday, April 22, 2024

Rosh Hashanah – No meetings beginning 4 p.m. Wednesday, October 2, 2024, Thursday, October 3rd and Friday, October 4, 2024

Yom Kippur – No meetings beginning 4 p.m. Friday, October 11, 2024 and Saturday, October 12, 2024

Election Days:

Primary – April 23, 2024

General – November 5, 2024

RESOLVED THIS 11th day of December, 2023.

Township of Haverford

**By: C. Lawrence Holmes, Esq.
President**

Attest: David R. Burman, Township Manager

RESOLUTION NO. 2346 - 2023

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, 2024 to December 29, 2024

From - 7 am to Dusk

Including the following HOLIDAYS – Thursday, 4th of July 2024, Thanksgiving, Thursday, November 28th, 2024, and Christmas, Wednesday, December 25th, 2024.

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 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

**By: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION 2348-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Fire Apparatus

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 certain funds for general government operations under the Revenue Replacement category of spending; and,

WHEREAS, the Board of Commissioners desires to provide financial support to efforts promoting our response to the public safety of the community by allocating funds toward the cost of acquiring fire apparatus; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$1,600,000 of the Township's American Rescue Plan Fund allocation toward the fire apparatus purchases approved at the Board of Commissioners November 13, 2023 public meeting.

RESOLVED THIS 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION 2349-2023

American Rescue Plan Act Coronavirus State & Local Fiscal Recovery Fund Business Revitalization & Modernization Matching Grant Program

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million; and,

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act which allowed recipients to use funds to promote economic recovery from the COVID-19 pandemic; and,

WHEREAS, the Board of Commissioners desires to provide financial support by awarding matching grants to local businesses in Haverford Township which meet the Township's program requirements as discussed in Exhibit A and are selected for award. This program will be funded by the Township's allocation of American Rescue Plan Act funds at an amount not to exceed \$225,000 (including program administration); and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the "Business Revitalization & Modernization Matching Grant 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 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

EXHIBIT A

Haverford Township Business Revitalization and Modernization Matching Grant Program American Rescue Plan Act Funded

Program Summary

Haverford Township is pleased to introduce the Business Revitalization and Modernization Matching Grant Program. This competitive matching grant program offers awards of between \$10,000 - \$25,000 to businesses or commercial property owners to promote economic growth and development in Haverford Township. A total of \$200,000 in funding is available.

During the COVID-19 pandemic, many businesses were forced to make difficult decisions that significantly impacted their bottom line and future development. This matching grant may cover expenses related to renovating interior business and dining areas, improving exterior façade and outdoor seating spaces, purchasing and/or installing energy-efficient equipment, or implementing technology upgrades to enhance online purchasing and customer engagement. By supporting these improvements, the Township aims to help local businesses attract more customers, increase revenue, and remain competitive.

Through this program, businesses will be expected to make a full and complete initial capital investment in their project, seventy-five percent (75%) of which will ultimately be reimbursed by the Township if approved. The business or commercial property owner is expected to pay twenty-five percent (25%) of the costs associated with the project. Grants awarded will be a minimum of \$10,000 and a maximum of \$25,000. The total cost of the project must be at least \$13,333 to receive the minimum \$10,000 from the Township; likewise, the application will need to spend at least \$33,333 to receive the full \$25,000 reimbursement by the Township.

Funds for this program are provided to Haverford Township by the federal government through the American Rescue Plan Act to support economic development in Haverford Township. The program administrator on behalf of the Township of Haverford is the nonprofit organization, Discover Haverford.

Eligibility

- Applicant must be a for-profit business headquartered in Haverford Township and operational as of January 1, 2023 with gross receipts as reported on its most recently filed Haverford Township Business Privilege/Mercantile return of no less than \$25,000 and no more than \$2,000,000
- If applying for grant funds to make modifications to a property not owned by the applicant, written permission from the property owner is required

- Applicant business must have a current Haverford Township business license and be current on any business privilege, mercantile, local services, township property tax, sewer and/or trash fees, if applicable, through the date of application
- Lack of business tax and local service tax compliance will delay and/or remove the application from consideration entirely. Please contact the Township's appointed collector, TriState Financial Group at 610-270-9520 BEFORE submitting your application to verify tax compliance
- Project must be consistent with all applicable municipal ordinances
- Contractors must be properly licensed in Haverford Township, if applicable

Application Process

Applications will be accepted beginning January 15, 2024 through February 16, 2024 at 4:00 p.m. Completed applications can be submitted via email to the attention of Jeanne Angell at Discover Haverford at jangell@hped.org or mailed to the Discover Haverford office at 412 Darby Road, Havertown, PA 19083 (Please note: we cannot be held accountable for lost/delayed mail if using the U.S. Postal Service. The application must be received by February 16, 2024). Only completed applications will be considered. If the applicant needs to submit the application in person, please contact Jeanne Angell at 610-945-5822 to set up a time to drop it off.

A completed application shall include the following items:

1. Completed application cover sheet
2. Completed grant application providing detailed information about the intended use of the funds and how the grant monies will be utilized to grow and/or promote both the business enterprise as well as the general economic development of Haverford Township. The application should include "before" photos if the project includes physical improvements or alterations to the business. Applicants will be scored using a rubric developed by the Grant Committee and utilizing the Scoring Considerations described below.
3. Applicant's last completed 12-month operating Profit & Loss statement in prior 12-month period prior to application.

Award recommendations will be presented to the Board of Commissioners for consideration at its March 11, 2024 meeting.

Discover Haverford, in coordination with the Township, will issue an official Award Letter to successful applicants. **Project work can begin only after receipt of the Award Letter.**

Grants Committee

A Grants Committee will be established to review the project proposal(s) and recommend grant awards. The Grants Committee will be composed of seven members. This committee will

develop a scoring rubric to score applications based on the Scoring Considerations outlined in the section below. The Grants Committee will include the scoring rubric with the grant application materials. Committee members will be required to abstain from scoring an application if a conflict of interest is identified. A conflict of interest exists when a committee member is unable to make an unbiased decision regarding the application because of their relationship to the applicant and/or business entity.

In the event of an abstention, the applicant's score will be based on the average of the other submitted scores. The Grants Committee shall consider the program's intent to produce a list of recommended awardees which will be presented to the Board of Commissioners for approval.

The Grants Committee will include:

- Two representatives from Discover Haverford
- One representative from Haverford Township Finance Department
- One representative from Haverford Township Zoning Department
- One representative from the Township Commissioners' Economic Development Committee
- One representative from Pennsylvania Restaurant & Lodging Association
- One representative from Visit Delco

Incomplete/Ineligible Submissions

If an application for this program is deemed to be ineligible or incomplete, Discover Haverford shall notify the applicant within five (5) business days of submission of any issues pertaining to the application that renders it ineligible or incomplete. The applicant will then have five (5) business days to respond and/or submit additional information. After five (5) business days have lapsed, the application is considered complete and will be scored based on the last version of the application submitted.

Reimbursement Process & Reporting Requirements

The approved matching grant will be paid directly by Haverford Township upon certification by Discover Haverford of successful completion of the project in accordance with the approved project plan. Projects must be completed, and reimbursement requests must be submitted within six (6) months of the Award Letter.

Applicant must submit the following to Discover Haverford to qualify for reimbursement:

1. Photographic or other visual evidence of the completed project
2. One page explanation of how the funds were used and how they have or will support the business and the economic vitality of Haverford Township.
3. Copies of final invoices signed and marked paid

4. Proof of payment in the form of cancelled checks or credit card statements. Cash payments for work or materials are not acceptable.
5. Written explanation of any material differences between the final project costs and the proposed plan and estimates.

If an extension is needed, a written request must be submitted to the Grants Committee prior to the six-month deadline. Please note that extensions will be granted sparingly and only in exceptional circumstances.

Reimbursement awards will be paid within 30 days of submitted request with all the required documentation listed above.

Failure to submit all required documentation within six months (or by the approved extension deadline) may result in the grant offer being rescinded.

The Township reserves the right to immediately terminate a grant when necessary, such as in instances of potential fraud or other criminal activity.

A grant may also be terminated, partially or totally, by the recipient. If the recipient decides it cannot achieve the outcomes proposed, the recipient may advise the Township in writing and return any unused funds within thirty (30) days of termination.

Scoring Considerations

These considerations serve as general guidance for the Grants Committee in developing a scoring rubric from which the applicants will be objectively scored. (Please note that applicants do not need to meet all criteria to successfully secure a grant.) The Grants Committee will publish the scoring rubric with the grant application materials.

Consideration:

- Does the applicant's business, product line, or service add to the variety of business or service offerings in the Township?
- Is the applicant's business located in an existing commercial district within the Township?
- Does applicant's business intended use of funds add to the overall aesthetic improvement of a commercial district?
- Does the applicant's intended use of funds add to the service provided to its customers?
- Does the applicant's intended use of the funds promote energy efficiency?
- Does the applicant's project help attract visitors to Haverford Township?
- Does the applicant's intended use of funds appear to be a creative or effective way to grow and promote its business, product, or service line?
- Is the applicant's narrative a well-written and effective communication piece?
- Does the applicant clearly define the intended use of grant funds?

- From an operational standpoint, does the applicant convey that it is ready and capable of executing its plan for use of funds?
- Does the applicant demonstrate a financial need?
- From applicant's financial information, does the business appear to be financially viable in the long-term?

Additional Notes

For more information or assistance, please contact Discover Haverford's Executive Director, Jeanne Angell, at (610) 945-5822 or via email at jangell@hped.org.

If you have any questions regarding the business tax, local services tax license or status of business tax/local services tax filings, please contact Tri-State Financial Group at 610-270-9520.

RESOLUTION No. 2350-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Parks Replacement Playground Equipment at Merry Place

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department purchase of new playground equipment within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within two of our township parks to replace an all-inclusive playground composite at Merry Place.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$91,504.00 of the Township's American Rescue Plan Fund allocation to replace an all-inclusive playground composite at Merry Place.

RESOLVED THIS 11TH day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2351-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Jack McDonald Field –fencing

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of our paved areas within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within Jack McDonald Field to extend fencing at both the baseball fields.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$11,000.00. of the Township's American Rescue Plan Fund allocation for the fencing at Jack McDonald Field

Resolved this 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

Haverford Township Free Library
Renovation & Addition Project

C.B. Development Services, Inc.
Owner's Representation Since 1993

November 29, 2023

Dave Burman- Township Manager
Haverford Township
1014 Darby Rd.
Haverford, PA 19083

RE: Haverford Township Free Library Renovation & Addition Project- Construction Change Orders

Mr. Burman,

Below is a summary of change orders we have reviewed and are recommending for approval by the Board of Commissioners. There is an explanation of each change as well as the detailed back-up for the costs.

For **Rycon Construction** contract these change order requests total a **Not To Exceed** add of **\$137,692.00** (**One hundred thirty-seven thousand six hundred ninety-two dollars & zero cents**) and will be part of a change order to their contract.

Please let us know if you have any questions or comments.

Sincerely,

Kenneth C. Matthews

Kenneth C. Matthews
C.B. Development Services, Inc.

CC: Aimee Cuthbertson, Sukrit Goswami

Rycon Construction Change Request #1 dated 11/29/2023 for a Not to Exceed add of \$137,692.00

The cost included is for work associated with the purchase of the 1 Mill Rd. house across the street from the Library that will be turned in to a new parking lot as part of the Library renovations. This change order is to demolish the existing house, backfill the basement with structural fill, provide perimeter temporary construction fencing, install a 12 inch silt sock for erosion control, and grade the property with 2A modified stone. The property will then be used as a construction laydown area for the Library's renovation and house Prime Contractor's jobsite trailers and a trailer for the construction manager. The cost submitted and attached for reference is fair and reasonable.



Two Logan Square
 100 N. 18th Street
 Suite 1800
 Philadelphia, PA 19103

Wednesday, November 29, 2023

Dave Burman
 Township Manager
 Haverford Township
 1014 Darby Rd.
 Haverford, PA 19103

RE: **Rycon Project #5116**
Change Order Request for Demolition & Contractor Laydown Area

Dear Mr. Burman,

After review of the documentation associated with description of work, for the above reference project, Rycon requests a change order not to exceed the amount of **One hundred thirty-seven thousands, six hundreds and ninety-two dollars (\$137,692.00)**.

The breakdown is as follows:

| CSI# | Trade | Subcontractor | Proposal Date | Scope of Work | Cost |
|-------|------------|---------------|---------------|--|-------------------|
| 02000 | Sitework | J.G Crozier | 11/15/2023 | Lot grading - backfill & compact basement and import structural fill | \$ 30,225 |
| 02000 | Sitework | J.G Crozier | 11/17/2023 | Site improvement work at temporary laydown area - mobilization, strip topsoil & level site, siltsock around perimeter, stone base. | \$ 28,790 |
| 02050 | Demolition | Geppert Bros | 11/17/2023 | Demolition - demo of existing house and garage, remove slabs, footings, foundations, concrete driveway & walkways, remove existing wooden fence, trees, shrubs and landscaping, acquire necessary demolition permits | \$ 46,000 |
| 02830 | Fencing | Richard Pucci | 11/17/2023 | Temp fence - provide 6' high temporary fence with locking gate (~460LF) | \$ 6,485 |
| 01590 | Trailer | Hale Trailer | 11/17/2023 | Office Trailer - provide (1) office trailer to fit 10 people for meetings | \$ 12,750 |
| | | | | TOTAL DIRECT COST | \$ 124,250 |
| 1 | | | | Safety Superintendent / Supervision | \$ 2,000 |
| 2 | | | | General Liability Insurance (1.0%) | \$ 1,243 |
| 3 | | | | Overhead & Profit (8%) | \$ 10,199 |
| | | | | TOTAL COST | \$ 137,692 |

Sincerely,

Patrick Delaney
 Senior Project Manager

Note: Structural fill for the basement will be based on actual amount of soil imported at \$46.50 per cubic yard.

HAVERFORD TOWNSHIP MEMORANDUM

DATE: November 15, 2023

TO: David R. Burman, Township Manager
Dan Mariani, Director of Public Works

FROM: Dan Perri, Facilities Superintendent

SUBJECT: Skatium Mechanical Preventive Maintenance Contract

The Skatium Mechanical Preventive Maintenance Contract is due for a 2-year renewal.

I have contacted the current contractor, The Tustin Group and Elliot Lewis Corporation for proposals. Below are their prices:

| | | |
|---------------------------|--------|-------------|
| The Tustin Group: | Year 1 | \$ 8,925.00 |
| | Year 2 | \$ 9,372.00 |
| Elliot Lewis Corporation: | Year 1 | \$10,000.00 |
| | Year 2 | \$10,000.00 |

Upon review, I am recommending Elliot Lewis Corporation (ELCO) for a 2-year contract. Elliot Lewis is the current contractor the Board awarded to replace the chillers. With a 2-year option, the township will save on any increases that may occur the following year.



Elliott-Lewis

DE HVACR Lic# HLO000568
Philadelphia Contractors Lic # 19342

2900 Black Lake Place
Philadelphia, PA 19154

Phone: 215-698-4400

Capital Asset Protection Proposal and Terms

| BUYER | LOCATION |
|---|--|
| Skatium 1002 Darby Road Havertown, PA 19083 AR #: SK0003 Site #: 99711 Contact: Dan Perri Phone #: 610-636-0146 Email: dperri@havtwp.org | Skatium Quote #: S230157MP R1 1002 Darby Road 1002 Darby Road Havertown, PA 19083 Proposed by: Michael Palionis Proposal Date: 11/7/2023 |

DESCRIPTION

In this Capital Asset Protection Proposal (the "CAP" or "Agreement"), Elliott-Lewis Corporation (ELCO) or, if an affiliate of ELCO is named herein as the provider, then such affiliate in lieu of ELCO, makes the following proposal to (the "Customer"). Upon Customer's acceptance and agreement by signing below: Customer acknowledges it has reviewed ELCO's Terms and Conditions; there exists a binding Agreement by ELCO and Customer for the performance of the services under this CAP. If ELCO's Terms and Conditions are not enclosed herein they can be found at <https://elliottlewis.com/wp-content/uploads/2023/01/Terms-and-Conditions-11-2022-KFC.pdf>.

CAPITAL ASSET PROTECTION: The CAP is designed to: (1) protect and extend the life of the Customer's capital investment in HVAC equipment covered by this Agreement; (2) maintain a comfortable and safe environment for the occupants of Customer's building; and (3) maintain operating expense efficiencies.

The CAP will be initiated, administered, monitored and updated to maintain the highest level of service and capital investment protection possible for the Customer. This service will be scheduled, on a regular basis, by ELCO's Service Management Tasking Software that is based on manufacturers' recommendations, equipment application, run time, age and ELCO's own experience.

Predictive Maintenance ("PDM") is used on all equipment applicable as listed on the equipment tasking sheets. This allows ELCO to discover and correct most potential failures long before they cause any emergency shutdown. ELCO technicians utilize a detailed set of equipment tasking templates which specifically describe the service tasks and intervals to be performed according to the Equipment Schedule.

TECHNICIANS: Trained and skilled technicians will perform the work required under this Agreement. All work will be professionally performed by technicians, utilizing the CAP program, advanced service procedures, state-of-the art tools and service instrumentation.

PERFORMANCE REPORTS: Service performance reports are used to ensure consistent communications between the Customer and ELCO. Service performance reports will be provided after each service visit and shall be signed or otherwise acknowledged by the Customer's authorized representative. These service performance reports will describe the work performed and list any problems found.

QUALITY OF PERFORMANCE: ELCO is committed to providing quality service to its customers within the provisions, terms and conditions of this Agreement. In order to maintain its high quality standards, ELCO may periodically ask the Customer for feedback on the services performed under this Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS: Chlorofluorocarbon (CFC) service is an ongoing service provided to all of ELCO's customers. ELCO will comply with any and all governmental laws or regulations concerning the proper handling of CFCs. Detection may be accomplished using a combination of visual inspection, electronic detection, ultraviolet/die detection and other approved detection procedures. ELCO shall submit a written CFC leak notification to Customer describing any CFC leak problem in detail. A repair proposal will be submitted for approval when such repair is not covered under this Agreement.



and a preferred travel charge will apply during the term of this Agreement.

EQUIPMENT SCHEDULE

| BUILDING | QTY / TAG | SYSTEM COMPONENT LOCATION IN BUILDING SIZE FILTERS/BELTS | MANUFACTURER MODEL # SERIAL # | 1 ST QUARTER | 2 ND QUARTER | 3 RD QUARTER | 4 TH QUARTER |
|----------|-----------|--|--|-------------------------|-------------------------|-------------------------|-------------------------|
| SKATIUM | 2 | CHILLER RINK REFRIGERATION CHILLERS 120 HP | CARRIER M#: 30HXC118R6LA S#: 250404035 | I | P,C,S | I | I |
| SKATIUM | 2 | COOLING TOWER | BAC M#: VTO107L S#: (4) B70 BELTS | I | P,C,I | I | I |
| SKATIUM | 2 | PUMP TOWER PUMPS 5 HP | TACO M#: S#: | I | P,S | I | I |
| SKATIUM | 2 | PUMP BRINE 25 HP | TACO M#: S#: | I | P,S | I | I |
| SKATIUM | 2 | PUMPS - HOT WATER 5 HP | M#: S#: | I | P,S | I | I |



| | | | | | | | |
|---------|---|--|------------------------------------|-----|-------|---|-----|
| SKATIUM | 1 | DEHUMIDIFIER 8300 CFM | MUNSTERS ICE AIRE M#: S#: | I | P | I | I |
| SKATIUM | 1 | AIR COMPRESSOR (2) B47 | M#: S#: | I | P | S | I |
| SKATIUM | 3 | EXHAUST FAN | GREENHECK M#: S#: | I | P | I | I |
| SKATIUM | 2 | BOILER 1.04 MBH EACH | WEIL MCLAIN M#: LGB9 S#: | I | I | P | S,I |
| SKATIUM | 1 | DUCTLESS SPLIT SYSTEM 2-ZONE | M#: S#: | I,F | P,C,I | I | I,F |

Note: I= Inspection, S=Startup, P=Annual PM, O=Oil Analysis, E=Eddy Current Test, V=Vibration Analysis, F=Filter Change, C=Cleaning, B=Belt Change, L=Lithium Bromide Analysis & W=Water Treatment



Scope of Work:

SPECIAL ADDITIONS AND EXCEPTIONS

- Provide six (6) inspections per year for Ice Rink system– Chillers/Cooling Towers/ Pumps.
- Chiller condenser tubes cleaned once (1) per year.
- Compressor oil samples taken once (1) per year.
- Drain and clean towers once (1) per year.
- Filters changes twice (2X) year on Ductless split systems.
- Condenser coil to be cleaned once (1X) per year.
- Belts to be changed once per year.
- A service report to be issued for each inspection visit.

EXCLUSIONS

- Overtime
- Any warranty work on Cooling Towers
- Domestic HW Tanks & pumps
- Air and/or Water Balancing.
- Eddy Current Testing.
- Adding of Refrigerant.
- Changing Compressor Oil
- Filters & filter changes to Munter's De-Humidification unit
- Water Treatment.
- Back Flow Preventor inspection/certification
- Anything not specifically mentioned above.



APPROVAL

Upon acceptance by Customer, this Agreement shall form part of a binding contract, consisting of the following: (i) this Agreement; (ii) ELCO's Terms and Conditions (Effective November 2022); (iii) any attachments, schedules, plans, agreements or other documents specifically referenced herein; (iv) any subsequent change orders or amendments agreed to by the parties; and/or (v) any Supplemental Agreement(s) between ELCO and Customer (the "Contract Documents"). Customer understands and agrees that its acceptance and ELCO's performance of any services pursuant to the Contract Documents or otherwise constitute Customer's agreement to the Terms and Conditions of this Agreement, and no subsequent agreement, whether oral or written, shall override the Terms and Conditions of this Agreement. BY EXECUTING THIS PROPOSAL, CUSTOMER REPRESENTS TO ELCO THAT THE TRANSACTION(S) CONTEMPLATED IN ALL CONTRACT DOCUMENTS AND THE EXECUTION AND DELIVERY OF THIS AGREEMENT HAVE BEEN DULY AUTHORIZED BY ALL NECESSARY CORPORATE, PARTNERSHIP, ASSOCIATION, OR TRUST PROCEEDINGS AND ACTIONS INCLUDING, WITHOUT LIMITATION, THE ACTION(S) ON THE PART OF THE DIRECTORS, OFFICERS, AND AGENTS OF THE LEGAL ENTITY.

ELCO AND CUSTOMER HAVE CAUSED THIS PROPOSAL TO BE EXECUTED BY THEIR RESPECTIVE DULY-AUTHORIZED REPRESENTATIVES ON THE DATE INDICATED BELOW.

Elliott-Lewis Corporation

Proposed by: Michael Palilonis

Approved by: _____

Date: _____

Skatium

Accepted by: _____

Title: _____

Date: _____

Please Note:

| | |
|--|----------|
| Quote #: S230157MP R1, 9/22/23 – Skatium Preventative Maintenance – year 1 | \$10,000 |
| Skatium Preventative Maintenance – year 2 | \$10,000 |

| | |
|---|----------|
| Quote #: S230158MP R1, 9/22/23 – | |
| Admn/Police Bldg. Preventative Maintenance - year 1 | \$12,600 |
| Admn/Police Bldg. Preventative Maintenance – year 2 | \$12,600 |

Are separated as requested for Accounting purposes only.

They are not stand alone maintenance contracts

The 2 proposals must be approved as one, since economies of crew and site visits are reflected in the combined pricing.

**TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY BID OR PROPOSAL. Customer shall be conclusively deemed to have accepted the terms and conditions herein, and to have entered into this agreement with ELCO. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

EXCLUSIONS—It is understood and agreed by the parties that the following are not the responsibility of ELCO under this Agreement:

- Normal starting and stopping of the subject equipment or the raising or lowering of thermostat set points, damper adjustments, opening or closing of valves and regulators installed to protect the equipment.
- Repairs or replacement to equipment damaged due to corrosion, freezing, lack of proper water treatment, electrolytic action, lightning, electrical distribution faults, phase loss or reversal and other causes beyond ELCO's control.
- Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities.
- Replacement of major components that cannot be repaired due to age or unavailability of replacement parts. Major components include, but are not limited to: complete condensing units, compressors, condensers, rooftop units, package units, cooling towers, chillers, or air handling.
- Replacement or servicing of equipment or components such as compressors, pneumatic piping, fuses, starters, circuit breakers, disconnect switches, electrical and control wiring, plumbing, non-moving parts such as heat exchangers, pressure vessels, tubes, panels, duct work, structural supports, hardware and decorative casings (handles, hinges, knobs, locks and gaskets) unless specifically included in this Agreement.
- Fire protection, cutting and patching, overtime or shiftwork (projects only), painting, roofing, temporary heating or cooling, dumpsters, temporary partitions, removal and relocation of furnishings or equipment, power wiring, permits, excavating and backfill, removal of underground obstructions (rock, concrete, etc), removal of hazardous materials, sawcutting and coring, removal and replacement of concrete, plumbing tie-in beyond five feet, floor (wall) scanning, daily cleanup, removal of demolition materials to dumpster, re-programming of controls, repair/relocation of existing equipment, supplemental equipment, DDC work, structural steel, and payment and performance bonds.
- Since refrigerant-impregnated oil, some refrigerants and lithium bromide are treated in some states as hazardous waste, any charges incurred for the proper disposal of same will be charged as an extra, and not part of the contract price. The labor, equipment and materials required to provide, recover and recycle the refrigerants from the system are not included in this Agreement. Frozen coils and piping are excluded.
- Inspection for and detection, remediation or removal of any hazardous substances encountered at Customer's property, including, but not limited to, asbestos, PCBs or mold. In the event that any hazardous substance is encountered at Customer's property, ELCO will notify the Customer and cease all Work until all hazardous materials are satisfactorily eliminated.
- Any work or responsibility to determine if installation or upgrades to the boiler/equipment/heating system or plant are in compliance with DEP and EPA requirements or other related requirements.
- Subcontractors of any type, unless specifically defined in this Agreement.
- Rigging and cranes.

ASBESTOS/PCBs/Hazardous Materials: The Provider's Work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or materials containing asbestos or polychlorinated biphenyls ("PCBs") or other hazardous materials or substances. In the event that the Provider encounters any such substances or materials or what appear to be such materials in the course of performing the Work, Provider shall notify the Customer, and Provider shall have the right to discontinue the Work and remove its employees from the project until such materials, and any hazards connected therewith, are abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and Provider shall receive an extension of time to complete its Work hereunder and compensation for any additional out-of-pocket expenses incurred as a result of such situation and correction of same.

MOLD: Inspection for and detection or identification of the presence of any type or form of fungus, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi (collectively, "Mold") anywhere, including on or around the jobsite, and the abatement, remediation, encapsulation and/or removal of Mold, is expressly excluded from the Work. In the event that Provider encounters Mold or materials that appear to be Mold in the course of performing the Work, Provider shall immediately notify the Customer and Provider shall have the right to discontinue the Work and remove its employees from the project until such materials, and any hazards connected therewith, are abated, encapsulated or removed, or it is otherwise determined in Provider's sole discretion that no hazard to its employees exists.

INITIAL INSPECTION (CAP Agreements only)—During the first 30 days of this Agreement or upon initial seasonal start-up, if ELCO should find any equipment covered under this Agreement to be in need of repair or replacement, ELCO will inform the Customer in writing of the equipment condition and the proposed corrective action. When ELCO so notifies the Customer, it is understood that ELCO will not be responsible for the present or future repair, replacement, or operability of the equipment until such time as the equipment is restored to a condition acceptable to ELCO.

RESPONSIBILITIES (CAP Agreements only)—In order to permit ELCO to properly perform the services included in this Agreement, the Customer agrees:

- To provide reasonable and timely access to all covered equipment.
- To allow ELCO to start and stop equipment, with proper notice and coordination.
- To provide water treatment for the proper functioning of the equipment unless included in this Agreement.
- To be charged a minimum of one hour labor charge if a service request is not cancelled before a technician is dispatched.
- To be charged for a technician's labor spent if the Customer cancels or is unavailable for the technician to complete a scheduled inspection upon arrival.
- To pay our standard overtime rates.

CERTIFICATE(S) OF INSURANCE—Upon Customer's request, ELCO will furnish a certificate of insurance with the following coverages naming the Customer as an Additional Insured:

COMMERCIAL GENERAL LIABILITY—Minimum Limits:

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Per Occurrence | \$1,000,000 |
| Products/Completed Operations Aggregate Per Project | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 |
| Fire Property Damage Legal Liability | \$100,000 |
| Medical Payment Per Person | \$10,000 |

COMMERCIAL AUTOMOBILE including Contractual Liability and Employer's Non-Owned & Hired Auto Liability.

Minimum Limit:

Bodily Injury and Property Damage (Combined Single Limit) \$1,000,000

UMBRELLA LIABILITY—Minimum Limits:

| | |
|----------------|--------------|
| Per Occurrence | \$10,000,000 |
| Aggregate | \$10,000,000 |

WORKERS' COMPENSATION WITH EMPLOYER'S LIABILITY COVERAGE—Minimum Limits:

| | |
|---------------------------|------------------------|
| Bodily Injury by Accident | \$500,000/Accident |
| Bodily Injury by Disease | \$500,000/Employee |
| Bodily Injury by Disease | \$500,000/Policy Limit |

INDEMNIFICATION—ELCO shall not be liable for injuries to persons or damage to property except to the extent caused by the negligent, reckless, or willful acts or omissions of ELCO and persons or entities under ELCO's control. In the event a claim is asserted against ELCO by a person not a party to this Agreement seeking damages that are directly or indirectly attributable to the negligent, reckless or willful acts or omissions of Customer or persons or entities under Customer's control, then to the extent bodily injury, sickness, disease or death, or injury to or destruction of tangible property, arises directly or indirectly from such negligence, reckless or willful misconduct, the Customer, to the fullest extent permitted by law, shall indemnify and hold harmless ELCO and its agents and employees from and against any such claim. ELCO shall, in the event that such a claim is asserted against it, be entitled to defend itself with counsel selected by Provider and the payment of the attorneys' fees required to defend against such claim is included within this indemnity obligation.

FORCE MAJEURE—It shall be deemed a "Force Majeure Event" if in the course of performing the Work pursuant to the Contract Documents, any delay occurs due to any cause or circumstance beyond the reasonable control of ELCO and/or of suppliers or subcontractors of ELCO, including any delay beyond ELCO's reasonable control as to furnishing and delivering any labor, material, equipment, supervision or providing any services in accordance with the Contract Documents or otherwise. Force Majeure Events shall include, but are not limited to: hurricanes and high-wind storms, earthquakes, acts of God, declared or undeclared war, blockades, hostilities, riots or rebellions, unanticipated legal or illegal acts, rules, regulations, orders, restrictions or requirements of government and governmental authorities, epidemics or quarantines, strikes, slow-downs, job actions or lockouts, inability to obtain material or transportation facilities from usual sources, or any conditions of similar nature beyond the reasonable control of ELCO or its suppliers and subcontractors. Upon the occurrence of a Force Majeure Event, ELCO shall notify Customer of the nature and extent of any expected interference with the Work, and all time periods set forth in the Contract Documents will be extended to the extent such Force Majeure Event caused actual delay. In no event will ELCO be liable for any delay, consequential, incidental, special, indirect or other damages suffered by Customer as a result of such Force Majeure Event.

WARRANTY—ELCO warrants that the work performed hereunder shall be done in a workmanlike manner and that all parts and components shall be free from defects in workmanship and materials. This warranty shall be effective for a period of ninety (90) days from the date the work is done or the part or component is installed or until the date on which this Agreement terminates, whichever first occurs. The Customer remedy, should any breach of the guarantee occur, shall be for ELCO to re-perform defective work or to repair or replace, at ELCO's option, any parts or components which are shown, to ELCO's satisfaction, to be defective, provided that notice is given by Customer to ELCO promptly upon discovery of the defect.



TERMINATION--ELCO may terminate this Agreement upon written notice to the Customer in the event that (1) any sums or monies due and payable under this Agreement are not paid when due; or (2) alterations, additions, or repairs are made to covered equipment by others. Either party may terminate this Agreement upon the anniversary date of this Agreement provided that written notice of such termination is received by the other party at least thirty (30) days prior to the anniversary date. ELCO reserves the right to deny service in the event of a past-due balance.

LIMITATION ON DAMAGES--ELCO's liability and Customer's recovery, for any injuries, losses, damages, expenses, costs or other liabilities arising out of any breach of this Contract by ELCO, or ELCO's other acts or omissions (including its negligence) shall be limited to the lesser of (i) the actual and direct costs incurred by Customer as a result of such breach, or other acts or omissions, or (ii) the yearly contract price set forth in this Agreement for the year in which such claim, loss or damage shall have been incurred. In no event shall either party be liable to the other for lost profits, punitive, special, consequential, indirect, exemplary or incidental damages.

DEFAULT AND REMEDIES—(a) If: (i) Customer fails to make payment, as and when required under this Agreement; (ii) Customer breaches or fails to perform at the time and in the manner herein specified any term, covenant or condition contained in this agreement; (iii) Customer files or has filed against it a petition in bankruptcy, or a custodian, receiver or trustee is appointed for Customer or for a substantial part of its assets, or Customer becomes insolvent or unable to pay its debts as they become due, or any substantial part of Customer's property becomes subject to levy, seizure, assignment, application or sale for or by any creditor or governmental agency; or (iv) Customer is acquired by or merges with any other entity, unless the assignment is assumed in writing by the new entity and such assumption is agreed upon by ELCO. (b) In the case of any of the foregoing events, each an "Event of Default," then ELCO shall without notice, demand or action terminate Customer's rights hereunder. (c) No right or remedy conferred upon or reserved to ELCO by these terms and conditions is exclusive of any other right or remedy granted herein or provided by law; all rights and remedies of ELCO conferred upon ELCO by these terms and conditions or by law are cumulative and in addition to every other right and remedy available to ELCO. (d) In the event of any default of failure specified above, Customer shall be liable for all costs and expenses incurred by ELCO in the enforcement of its rights hereunder (including reasonable attorney fees). (e) A waiver of one default by ELCO does not apply to any future or other default.

DISPUTES, CHOICE OF LAW AND COSTS--This contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall be submitted for resolution to the United States District Court for the Eastern District of Pennsylvania, or if jurisdiction cannot be had in that court, to the Commerce Program, Court of Common Pleas, Philadelphia County, Pennsylvania. In any such proceeding, the parties, and each of them, expressly waive their right to have any issue or dispute tried to a jury and expressly agree to have the matter tried to the Court alone sitting without a jury. ELCO and Customer hereby agree that such courts have jurisdiction over them and that venue in Philadelphia, Pennsylvania is proper. In the event it becomes necessary for ELCO to incur any costs or expenses in the collection of monies due, or to enforce any rights or privileges hereunder, the Customer shall, upon demand, reimburse ELCO for all such costs and expenses (including, but not limited to, reasonable attorney's fees). Actions by ELCO to collect monies due under this contract may be brought in any court of competent jurisdiction in lieu of arbitration.

EXPIRATION OF PROPOSAL--This proposal will be held firm for a period of 30 days. If it is accepted beyond such 30-day period, the proposal may be reviewed and adjusted as necessary to reflect changes in labor and material costs. All applicable sales taxes will be included in the invoice unless a current tax-exempt certificate is on file with ELCO.

ENTIRE AGREEMENT--When executed by the parties and approved by ELCO's authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in the Customer purchase order or otherwise), shall be binding on ELCO unless expressly agreed to in writing by ELCO's authorized representative.



TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

HAVT 30511

November 30, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Park and Ride Facility
Mill Road and Karakung Drive
Contract No. R-35**

Dear Mr. Burman:

Attached herein are the bids for the above referenced contract received on September 22, 2023, at 10:00 a.m. The low bidder was Scott Building Corporation of Norristown, PA with a bid amount of \$508,918.50.

In accordance with the Township's Responsible Contractor Bidding Requirements, a Notice of Intent to award was issued to Scott on October 16, 2023. The requested documentation includes Responsible Contractor Certifications and backup documentation for Scott and all subcontractors. Based on our review of this information and discussions with the Solicitor, Scott and their subcontractors meet the Township's Responsible Contractor Bidding Requirements. Please note, we have worked with Scott on various projects in the past and have found their work to be satisfactory.

We recommend the Township consider awarding the project to Scott Building Corporation in the low bid amount of \$508,918.50 contingent upon execution of the contract and supply of the required bonds and insurance.

Should you have any questions or comments, please contact me.

Sincerely,

PENNONI

David Pennoni, PE
Township Engineer
CF/rg

P:\Projects\HAVT\30511 - MULTIMODAL APPL MILL & KARAKUNG\DOCS\Award & Construction Docs\HAVT 30511 - Mill Road and Karakung\Award Ltr 2023-11-30.docx

Haverford Township
 Tabulation of Bids Received Until 10:00 a.m.
 Preceding time on September 22, 2022

CONTRACT NO. R-35
PARK AND RISE FACILITY
MILL ROAD AND KARAKUNG DRIVE

| | | | | | |
|--|--|---|--|--|--|
| Scott Building Corp. 2613 Felton Rd Horseshoe, PA 19041 | Premier Concrete, Inc. 222 West Chester Pike Broomall, PA 19008 | Mario Corporation 1400 Crossman Rd PO Box 1209 Skippack, PA 19374 | Joseph F. Mariani Contractors, Inc. 10 RR, Pleasant Drive Aston, PA 19014 | Road-Gen, Inc. 802 Camrose Run Drive West Chester, PA 19380 | N. Abbondio Contractors, Inc. 1250 Conestoguen Road Conestoguen, PA 19388 |
|--|--|---|--|--|--|

| ITEM NO. | ESTIMATED QUANTITY | | DESCRIPTION | UNIT PRICE | | AMOUNT | | UNIT PRICE | | AMOUNT | | UNIT PRICE | | AMOUNT | |
|--|--------------------|------|--|--------------|---------------------------|--------------|---------------------------|--------------|----------------------------|--------------|--------------------------|--------------|----------------------------|--------------|----------------------------|
| | QTY | UNIT | | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT | | |
| A. Parking Facility | | | | | | | | | | | | | | | |
| 35A-1 | 1 | LS | Erosion/Sedimentation Control | \$8,720.00 | \$8,720.00 | \$60,000.00 | \$60,000.00 | \$27,600.00 | \$27,600.00 | \$30,000.00 | \$30,000.00 | \$15,000.00 | \$15,000.00 | \$56,400.00 | \$56,400.00 |
| 35A-2 | 1 | LS | Grading Modifications | \$55,550.00 | \$55,550.00 | \$65,000.00 | \$65,000.00 | \$66,400.00 | \$66,400.00 | \$57,000.00 | \$57,000.00 | \$105,000.00 | \$105,000.00 | \$26,050.00 | \$26,050.00 |
| 35A-3 | 1 | LS | Segmental Retaining Wall | \$8,290.00 | \$8,290.00 | \$25,000.00 | \$25,000.00 | \$26,200.00 | \$26,200.00 | \$41,000.00 | \$41,000.00 | \$18,750.00 | \$18,750.00 | \$12,700.00 | \$12,700.00 |
| 35A-4 | 160 | LF | Concrete Curb | \$35.00 | \$5,600.00 | \$65.00 | \$10,400.00 | \$89.00 | \$14,240.00 | \$57.00 | \$9,120.00 | \$60.00 | \$9,600.00 | \$37.00 | \$5,920.00 |
| 35A-5 | 1 | LS | Stormwater Management System | \$55,900.00 | \$55,900.00 | \$90,000.00 | \$90,000.00 | \$68,440.00 | \$68,440.00 | \$40,158.00 | \$40,158.00 | \$65,000.00 | \$65,000.00 | \$68,800.00 | \$68,800.00 |
| 35A-6 | 1 | LS | Parking Lot Improvements | \$50,920.00 | \$50,920.00 | \$85,000.00 | \$85,000.00 | \$92,000.00 | \$92,000.00 | \$47,800.00 | \$47,800.00 | \$100,000.00 | \$100,000.00 | \$64,595.00 | \$64,595.00 |
| 35A-7 | 1 | LS | Installation of Light Foundations, Conduit, and Wiring | \$97,880.00 | \$97,880.00 | \$38,000.00 | \$38,000.00 | \$44,100.00 | \$44,100.00 | \$30,900.00 | \$30,900.00 | \$41,200.00 | \$41,200.00 | \$78,825.00 | \$78,825.00 |
| 35A-8 | 1 | LS | Restoration | \$3,750.00 | \$3,750.00 | \$12,500.00 | \$12,500.00 | \$8,700.00 | \$8,700.00 | \$17,308.00 | \$17,308.00 | \$7,300.00 | \$7,300.00 | \$8,345.00 | \$8,345.00 |
| 35A-9 | 75 | CY | Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone Subtotal: Parking Facility | \$90.00 | \$6,750.00 \$26,440.00 | \$60.00 | \$4,500.00 \$24,150.00 | \$172.00 | \$12,900.00 \$13,050.00 | \$90.00 | \$6,750.00 \$6,800.00 | \$150.00 | \$11,250.00 \$11,250.00 | \$171.00 | \$12,825.00 \$12,825.00 |
| B. Roadway Improvements | | | | | | | | | | | | | | | |
| 35B-1 | 1 | LS | Inlet No 2 Modifications | \$13,760.00 | \$13,760.00 | \$12,000.00 | \$12,000.00 | \$11,400.00 | \$11,400.00 | \$19,325.00 | \$19,325.00 | \$10,600.00 | \$10,600.00 | \$11,465.00 | \$11,465.00 |
| 35B-2 | 1 | LS | Inlet No 1 Modifications | \$14,000.00 | \$14,000.00 | \$17,500.00 | \$17,500.00 | \$17,400.00 | \$17,400.00 | \$17,000.00 | \$17,000.00 | \$15,900.00 | \$15,900.00 | \$18,110.00 | \$18,110.00 |
| 35B-3 | 1 | LS | Inlet No 3 | \$13,260.00 | \$13,260.00 | \$12,500.00 | \$12,500.00 | \$10,600.00 | \$10,600.00 | \$14,068.00 | \$14,068.00 | \$12,100.00 | \$12,100.00 | \$19,940.00 | \$19,940.00 |
| 35B-4 | 1 | LS | Inlet Conversion | \$5,590.00 | \$5,590.00 | \$2,600.00 | \$2,600.00 | \$3,600.00 | \$3,600.00 | \$10,000.00 | \$10,000.00 | \$2,000.00 | \$2,000.00 | \$2,435.00 | \$2,435.00 |
| 35B-5 | 400 | LF | Concrete Curb | \$36.20 | \$14,480.00 | \$65.00 | \$26,000.00 | \$18.00 | \$7,200.00 | \$78.00 | \$31,200.00 | \$90.00 | \$36,000.00 | \$64.00 | \$25,600.00 |
| 35B-6 | 1800 | SF | 4-inch Concrete Sidewalk | \$14.25 | \$25,650.00 | \$18.59 | \$33,462.00 | \$19.00 | \$34,200.00 | \$17.00 | \$30,600.00 | \$22.75 | \$40,950.00 | \$19.00 | \$34,200.00 |
| 35B-7 | 5 | EA | Handicap Ramps | \$2,380.00 | \$11,900.00 | \$6,000.00 | \$30,000.00 | \$6,000.00 | \$30,000.00 | \$5,400.00 | \$27,000.00 | \$7,650.00 | \$38,250.00 | \$4,600.00 | \$23,000.00 |
| 35B-8 | 128 | SY | Full Depth Pavement Restoration | \$122.00 | \$15,616.00 | \$120.00 | \$15,360.00 | \$160.00 | \$20,480.00 | \$182.00 | \$23,296.00 | \$175.00 | \$22,400.00 | \$165.00 | \$21,120.00 |
| 35B-9 | 540 | SY | Pavement Adjustment | \$52.00 | \$28,080.00 | \$40.00 | \$21,600.00 | \$65.00 | \$35,100.00 | \$39.80 | \$21,492.00 | \$30.00 | \$16,200.00 | \$58.00 | \$31,320.00 |
| 35B-10 | 850 | SY | 134-inch MB and Overlay of Existing Roadways | \$18.88 | \$16,148.00 | \$40.00 | \$34,000.00 | \$30.00 | \$25,500.00 | \$46.20 | \$39,270.00 | \$28.50 | \$24,225.00 | \$27.00 | \$23,025.00 |
| 35B-11 | 1 | LS | Pavement Markings | \$3,840.00 | \$3,840.00 | \$4,500.00 | \$4,500.00 | \$3,400.00 | \$3,400.00 | \$2,000.00 | \$2,000.00 | \$3,500.00 | \$3,500.00 | \$11,068.00 | \$11,068.00 |
| 35B-12 | 1 | LS | Installation of Decorative Light Foundations, Conduit and Wiring | \$68,660.00 | \$68,660.00 | \$45,000.00 | \$45,000.00 | \$48,880.00 | \$48,880.00 | \$105,000.00 | \$105,000.00 | \$40,500.00 | \$40,500.00 | \$72,000.00 | \$72,000.00 |
| 35B-13 | 1 | LS | Restoration | \$3,750.00 | \$3,750.00 | \$12,500.00 | \$12,500.00 | \$4,700.00 | \$4,700.00 | \$14,800.00 | \$14,800.00 | \$7,300.00 | \$7,300.00 | \$8,530.00 | \$8,530.00 |
| 35B-14 | 100 | CY | Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone Subtotal: Roadway Improvements | \$90.00 | \$9,000.00 \$24,476.50 | \$80.00 | \$8,000.00 \$28,160.00 | \$168.00 | \$16,800.00 \$16,800.00 | \$90.00 | \$9,000.00 \$9,000.00 | \$150.00 | \$15,000.00 \$15,000.00 | \$171.00 | \$17,100.00 \$29,149.00 |
| TOTAL BID FOR CONTRACT NO. R-35 | | | | \$569,818.00 | \$569,818.00 | \$598,410.00 | \$598,410.00 | \$629,199.00 | \$629,199.00 | \$636,937.00 | \$636,937.00 | \$663,873.00 | \$663,873.00 | \$654,767.00 | \$654,767.00 |
| Acknowledgement of Addendum 1 | | | | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES |
| Acknowledgement of Addendum 2 | | | | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES |
| Acknowledgement of Addendum 3 | | | | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES |
| Acknowledgement of Addendum 4 | | | | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES |
| Bid Security | | | | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond | 10% Bid Bond |

We Declare this to be a true Tabulation of Bids
 Received on September 22, 2022 by the Township of Haverford
 for Contract No. R-35 Park and Rise Facility - Mill Road and Karakung Drive

PENNA ASSOCIATES

 Dave Panson, P.E., PENNAREG NO. 05928-E

Gloria Cugini

From: Dave Burman
Sent: Thursday, November 30, 2023 9:51 AM
To: Gloria Cugini
Cc: Aimee Cuthbertson
Subject: FW: Haverford Township - West Chester Pike
Attachments: Bid Request - West Chester Median Landscaping.pdf; ALL SEASONS LANDSCAPING INC -Bid Sheet.pdf

Motion to award a contract in the amount of \$21,490 to furnish and plant 35 trees in the West Chester Pike Media, including a 1-year maintenance period, to All Seasons Landscaping of Aston, PA....

From: Charles Faulkner <CFaulkner@Pennoni.com>
Sent: Tuesday, November 14, 2023 4:40 PM
To: STEVE@ASLPLANT.COM
Cc: Dave Burman <DBurman@HAVTWP.ORG>; Aimee Cuthbertson <ACuthbertson@HAVTWP.ORG>
Subject: Haverford Township - West Chester Pike

Hi Steve:

Following up on this project to let you know you were the low bidder.
The Township has awarded this project to your firm in accordance with the following breakdown:

| | |
|---|-----------------|
| Base Bid: 25 trees w/a 1-year maintenance period | \$12,850 |
| Add Alt #2: 10 trees @ \$514/tree | \$5,140 |
| Add Alt #3: additional 1-year maintenance period | <u>\$3,500</u> |
| TOTAL: | \$21,490 |

In short, a total of 35 trees, with the 2-year maintenance period.
Will follow up with a letter.
Wanted to let you know right away so you can begin securing the trees.

Any questions, please let us know.

Thanks
Chuck

Charles Faulkner, PE

Pennoni

3100 Horizon Drive, Suite 200 | King of Prussia, PA 19406
Direct: +1 215-254-7751 | **Mobile:** +1 267-549-2836
www.pennoni.com | CFaulkner@Pennoni.com

HVERFORD TOWNSHIP

MEMORANDUM

DATE: DECEMBER 4, 2023

TO: DAVID R. BURMAN, TOWNSHIP MANAGER

FROM: JAMES MCCANS, DIRECTOR OF EMS ADMINISTRATION
AIMEE CUTHBERTSON, DIRECTOR OF FINANCE/ASST TWP MGR

SUBJECT: EMS APPARATUS PURCHASE

The two Mobile Intensive Care Units (MICU) currently serving Haverford Township were built on 2017 Ford F-450 diesel truck chassis. The projected life of each unit is approximately seven years and we are now approaching end of life on both units.

The Township's original replacement plan included remounting of the existing MICU patient compartments onto new truck chassis. The first chassis was ordered in 2022 and delivered in June 2023. Due to supplier delays – we are still awaiting the remounting process with an anticipated date of completion now in summer of 2024 (the remounting process takes the unit out of services for a period of 3-6 months). Our plan further included a similar plan for the 2nd MICU with planned delivery in 2025.

Also of note, in the recently completed independent Fire & EMS study, a recommendation was made for the Township to eventually acquire a 3rd piece of apparatus. Two units would be in active service and one available as a backup for when the primaries are out of service due to maintenance and repair issues.

In early November, an opportunity to purchase an already completed Life-Line ambulance, Ford F-450 diesel was identified. The benefits of purchasing this vehicle are as follows:

- This would proactively bring the current fleet to three and provide the coverage we need during the remounting process
- We will have a new ambulance in the fleet without enduring the ever extending wait times
- Getting a new ambulance into service will reduce maintenance and repair costs on the older model as the older model will go into a backup role until its own remounting process

You may recall funds were borrowed for EMS replacement as part of the 2023 bond issue. Therefore, it is the recommendation of staff to purchase the LifeLine Ford F-450 Custom Superliner Type 1 Diesel 4x4 at a cost of \$291,440 through Co-Stars Contract #013-E22-252.

HVERFORD TOWNSHIP MEMORANDUM

DATE: November 28, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Large, All-Inclusive Play Structure for Merry Place

Attached is the quote from Ely Associates for a replacement all-inclusive play structure to be installed at Merry Place.

We will be removing the current composite playground equipment and installing this all-access Playworld play structure. The new structure includes access to all play areas, a multi person slide, ground level activities and two cabana roofs crating a play fort feel.

The total is \$91,504.00 from George Ely Associates, Inc. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # PA DGS 014-E23-299

If there are any questions, I will be on hand for the Board of Commissioner work session on Monday, December 4, 2023.



800.262.8448
 717.243.0439 Fax
 ely@pa.net
 PO Box 396
 Carlisle, PA 17013
 GeorgeElyAssociates.com

November 28, 2023

PROPOSAL v2
 Playground Renovation

Eileen Mottola
 Haverford Township Parks & Recreation Department
 1014 Darby Road
 Havertown, PA 19083
 610-446-9397
 EMottola@HAVTWP.ORG



| | | | |
|-------|---------|--|--------------|
| 1 ea. | #CUSTOM | Custom Playmakers* play structure (list price) : | \$ 90,218.00 |
| | | Includes ALL ground level activities | |
| 2 ea. | #ROOFS | Cabana Roofs (ADD-ON) \$ 4404 ea. | \$ 8,808.00 |
| | | PA State Contract COSTARS-014-E23-229 discount | - 3,609.00 |
| | | Additional Volume Discount | - 5,413.00 |
| | | | \$ 90,004.00 |
| | | FREIGHT | 1,500.00 |
| | | | \$ 91,504.00 |

*Playmakers includes 5" posts & 48" square decks

Price effective for 30 days

- Price includes delivery
- Price does include unloading, assembly, or installation
- Price does not include removal of existing equipment or surfacing
- Price does not include excavation or site preparation
- Price does not include borders or drainage
- Price does not include recommended resilient material
- Price does not include finish grading or seeding
- Price does not include sealed drawings, permits, bonding, or 3rd party inspections

Allow 12-16 weeks for delivery

Payment terms: 50% deposit; Net 20 days after shipping

To place an order, please verify the above information, select colors, indicate shipping address, contact name & phone number, sign below & return with deposit..

X _____

Thank you, DAVE ELY

We accept MC, Visa, Disc, & Amex.
 (ADD 2% for credit card purchases)
 Buyer agrees to pay a monthly late charge of 2% commencing 30 days after invoice date.

HAVERFORD TOWNSHIP MEMORANDUM

DATE: November 28, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Jack McDonald Field Fencing

Attached is the quote for fencing at Jack McDonald Field.

The work will be done by FencCo and will include extending the existing 10' high chain link fence for 30' on the 3rd base side of the ball field, extending 50' of 4' high chain link fencing along the parking lot and installing a two sided 10' by 20' section of 6' high chain link fence behind the benches.

The estimate for the work is \$11,000. The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner meeting on December 4, 2023.

FencCo, Inc
319 Westtown Road - Suite S
West Chester, PA 19382
phone 610.692.6644

(mailing) PO Box 3265
West Chester, PA 19381
fax 610.356.9804
email fenccoinc@yahoo.com

Haverford Township
1014 Darby Road
Havertown, PA 19083
Attn: Mr Brian Barrett

11/6/2023

610.742.0894
email bbarrett@havtwp.org
re: Jack McDonald Park
Havertown, PA

Dear Sir,

We would like to quote you a price of \$11,000.00 to do the following fence work at the Jack McDonald Park in Havertown, PA:

Ball field next to the parking lot

- 1) Extend the existing 10' high chain link fence for approximately 30' on the third base side of the ball field.
- 2) Install a two sided 10' by 20' section of 6' high chain link fence behind each of the benches that would start at the back edge of the cage on each side (60' total of fence).
- 3) Extend approximately 50' of 4' high chain link fence to 8' high chain link fence along the parking lot area from the existing 8' fence to the existing double swing gate.

Ball field on the far end of the playing fields

- 1) Extend the existing 10' high chain link fence approximately 20' on the first base side of the ball field.
- 2) Install two sections each approximately 80' long (160' total) of 4' high chain link fence on each side of the ball field along the left and right field lines.

With the 4' high fence, we would use ss40, 2" OD line and ss40, 2-1/2" OD terminal posts which would be set in approximately 36" of concrete. The top rail would be a ss20, 1-5/8" OD galvanized pipe, and the fabric a 4' high, #9 gauge, 2" galvanized mesh fabric. All fittings would be steel and all materials galvanized (silver).

With the 6' high fence, we would use ss40, 2-1/2" OD line and terminal posts which would be set in approximately 36" of concrete. The top rail and braces would be a ss20, 1-5/8" OD galvanized pipe, and the fabric a 6' high, #9 gauge, 2" galvanized mesh fabric. All fittings would be steel and all materials galvanized (silver).

With the 8' and 10' high fences, we would use ss40, 2-1/2" OD line and ss40, 3" OD terminal posts which would be set in approximately 36" of concrete. The top rail, bottom rail and braces would be a ss20, 1-5/8" OD galvanized pipe, and the fabric either an 8' or 10' high, #9 gauge, 2" galvanized mesh fabric. All fittings would be steel and all materials galvanized (silver).

Any permits would be the responsibility of the customer. If needed, an insurance certificate can be

provided. All prices are based on non-prevailing wage labor rates. Dirt from the holes for the posts would need to remain on site.

We thank you for contacting us about this work. If you would like us to go ahead with this work, please sign and return a copy of this letter. If you have any questions that we may help you with, please do not hesitate to contact us.

Sincerely yours,
FencCo, Inc

David Phillips

Please note that underground lines need to be marked out by the participating utilities. Any private lines (ie pool, electric) are the customer's responsibility. All clearing of brush or trees from the fence line are the customer's responsibility. An extra charge may be incurred if "hard digging" is encountered. Any prices on this letter may be changed after 30 days.

Payment - Upon completion of work.

Acceptance- _____

Date- _____

2024 Final Budget / Regular Meeting Agenda

Regular Meeting - December 11, 2023

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. Commissioner William F. Wechsler – Final Meeting
3. Police Department - 2 Entry Level Police Officers

Motion: to appoint _____ as a Haverford Township Entry Level Police Officer.

Voting order 1 2 3 5 7 8 9 4 6

Motion: to appoint _____ as a Haverford Township Entry Level Police Officer.

Voting order 1 2 3 5 7 8 9 4 6

4. Citizens Forum – 20 Minutes Registered Speakers – 20 Minutes Agenda Items Only
5. Budget Hearing and Adoption
 - A. Review any changes to 2024 Preliminary Budget

Motion: to accept any changes to the 2024 Preliminary Budget.

Voting order 1 2 3 5 7 8 9 4 6

B. Ordinance No. P15 - 2023
Sewer Rental Charge (final reading)

Motion: to adopt the final reading of Ordinance No. P15-2023 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 5 7 8 9 4 6

C. Ordinance No. P16 - 2023
Trash Fee (final reading)

Motion: to adopt the final reading of Ordinance No. P16 - 2023 establishing the annual trash fee at \$283.00.

Voting order 1 2 3 5 7 8 9 4 6

D. Ordinance No. 2987 - 2023
Tax Levy (first reading is a final reading)

Motion: to adopt Ordinance No. 2987 - 2023 fixing the tax rate for the year 2024 at 4.406 mills.

Voting order 1 2 3 5 7 8 9 4 6

E. Ordinance No. 2988 - 2023
Budget Appropriations (first reading is a final reading)

Motion: to adopt Ordinance No. 2988 - 2023 appropriating funds established to be required for specific purpose of financing the municipal government for the year 2024 including all taxes, fees, service charges and other revenue sources provided within all funds.

Voting order 1 2 3 5 7 8 9 4 6

END OF BUDGET PORTION

Regular Meeting of the Board of Commissioners

6. Bureau of Fire Update

7. Township Auditor Update

8. Township Manager Update

9. Approval of Minutes

Regular Meeting Minutes of November 13, 2023

Preliminary Budget Meeting Minutes of November 20, 2023

Motion: to approve the Regular Meeting Minutes of November 13, 2023 and the Preliminary Budget Meeting Minutes of November 20, 2023.

Voting order 1 2 3 5 7 8 9 4 6

10. Approval of Warrants

Motion: to approve the following warrant #12-2023 totaling \$6,737,884.86

General & Sewer fund Payroll for November 22, 2023 in the amount of \$1,071,674.05

General & Sewer fund Payroll for December 7, 2023 in the amount of \$753,546.39

General Fund disbursements #12-2023 in the amount of \$2,450,168.99

Sewer Fund disbursements #12-2023 in the amount of \$368,033.76

Community Development Block Grant Fund disbursement #12-2023
in the amount of \$125,332.49

Capital Projects Fund disbursement #12-2023 in the amount of \$633,011.67

American Rescue Plan Fund disbursement #12-2023 in the amount of \$344,147.94

DEBT SERVICE - 2018 GO SERIES disbursement #12-2023 in the amount of
\$530,348.75

DEBT SERVICE - 2020A GO SERIES disbursement #12-2023 in the amount of
\$355,073.75

DEBT SERVICE – 2021 GO SERIES disbursement #12-2023 in the amount of \$89,246.25

Credit Card Statement ending November 27, 2023 in the amount of \$17,300.82

Voting order 1 2 3 5 7 8 9 4 6

11. Ordinance No. P14-2023
Traffic (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P14-2023 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones:

Establish: In front of 132 Juniper Road

Establish: 613 Wynnewood Road - On the east side of Kenilworth Road in front of the side entrance

Voting order 1 2 3 5 7 8 9 4 6

12. Ordinance No. P18-2023
Amend Chapter 160, Subdivision and Land Development (2nd Reading)

Motion: to adopt the second reading of Ordinance No. P18-2023 amending chapter 160, Subdivision and Land Development, Section 160-5.b(4)(c), and Chapter 157-1, Streets and Sidewalks, to require the installation of sidewalks as a subdivision or land development requirement.

Voting order 1 2 3 5 7 8 9 4 6

13. Ordinance No. P19-2023
Traffic (1st Reading)

Motion: to adopt the first reading of Ordinance No. P19-2023 authorizing traffic restrictions on the following highways:

Special Purpose Parking Zones

Establish: in front of 1611 Woodmere Way.

Voting order 1 2 3 5 7 8 9 4 6

14. Ordinance No. P20-2023
Amending Chapter 165 - Taxation

Motion: to adopt Ordinance No. P20-2023 amending Ordinance No. 1960, adopted June 30, 1986, and known as the “general laws of the township of Haverford”, further amending Chapter 165, “Taxation”, Article VI, “Property Tax Credit to qualifying volunteers of Bon Air, Brookline, Llanerch, Manoa and Oakmont Fire Companies”.

Voting order 1 2 3 5 7 8 9 4 6

15. Resolution No. 2344-2023
Senior Economic Recovery Program – Extension

Motion: to adopt Resolution No. 2344-2023 approving, that the Board of Commissioners of Haverford Township hereby extends the deadline for filing application with the Township for the “Senior/Widowed/Disabled Residents Economic Recovery Payment Program” from 4pm on December 15, 2023 to 4pm on April 1, 2024, 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 5 7 8 9 4 6

16. Resolution No. 2345 – 2023
2024 Meeting Dates

Motion: to adopt Resolution No. 2345 - 2023 approving the 2024 Board of Commissioners, Boards and Commissions Meetings.

Voting order 1 2 3 5 7 8 9 4 6

17. Resolution No. 2346 – 2023
Karakung Drive Closing

Motion: to adopt Resolution No. 2346 – 2023 approving the closing of Karakung Drive commencing: Sunday - and only on Sunday – January 1st, 2024 to December 29, 2024 From - 7 am to Dusk including the following HOLIDAYS – Thursday, 4th of July 2024, Thanksgiving, Thursday, November 28th, 2024, and Christmas, Wednesday, December 25th, 2024 and 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.

Voting order 1 2 3 5 7 8 9 4 6

18. Resolution No. 2348-2023
ARPA Funds – Fire Apparatus

Motion: to adopt Resolution No. 2348-2023 approving that the Board of Commissioners of Haverford Township hereby approves the use of \$1,600,000 of the Township’s American Rescue Plan Fund allocation toward the fire apparatus purchases approved at the Board of Commissioners November 13, 2023 public meeting.

Voting order 1 2 3 5 7 8 9 4 6

19. Resolution No. 2349-2023
ARPA Funds – Haverford Township Business Revitalization and Modernization Matching Grant Program

Motion: to adopt Resolution No. 2349-2023 adopting the “Business Revitalization & Modernization Matching Grant 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 the Board of Commissioners desires to provide financial support by awarding matching grants to local businesses in Haverford Township which meet the Township’s program requirements as discussed in Exhibit A and are selected for award; at an amount not to exceed \$225,000 (including program administration).

Voting order 1 2 3 5 7 8 9 4 6

20. Resolution No. 2350-2023
ARPA – Replacement Playground Equipment at Merry Place

Motion: to adopt Resolution No. 2350-2023 approving that the Board of Commissioners hereby approves the use of \$91,504.00 of the Township’s American Rescue Plan Fund allocation to replace an all-inclusive playground composite at Merry Place.

Voting order 1 2 3 5 7 8 9 4 6

21. Resolution No. 2351-2023

ARPA – Replacement Fencing at Jack McDonald Field

Motion: to adopt Resolution No. 2351-2023 approving that the Board of Commissioners hereby approves the use of \$11,000.00 of the Township’s American Rescue Plan Fund allocation for the fencing at Jack McDonald Field.

Voting order 1 2 3 5 7 8 9 4 6

22. Contract Awards

Police Department – 4-year Collective Bargaining Agreement with the FOP

Motion: to approve the Memorandum of Understanding between Haverford Township and the Fraternal Order of Police, Delaware County Lodge 27, on behalf of the Police Officers of Haverford Township, for contract terms effective January 1, 2024 through December 31, 2027.

Voting order 1 2 3 5 7 8 9 4 6

Library Expansion -1 Mill Road_ Change Order

Motion: to approve Change Order No. 1 for the Library Expansion and Renovation General Contractor, Rycon Construction, in an amount not to exceed \$137,692 for Demolition, Site Preparation fencing and an office trailer at 1 Mill Road.

Voting order 1 2 3 5 7 8 9 4 6

Park and Ride Facility -Mill Road and Karakung Drive

Motion: to award the Park and Ride Facility at Mill Road and Karakung Drive to Scott Building Corporation, Norristown, in the amount of \$508,918.50; submitting the lowest responsible bid.

Voting order 1 2 3 5 7 8 9 4 6

Skatium - Mechanical Preventive Maintenance Renewal Contract

Motion: to approve a 2-year Skatium Mechanical Preventive Maintenance Contract with Elliott Lewis, Philadelphia, PA, in the amount for: Year 1 - \$10,000.00 and Year 2 - \$10,000.00; submitting the most responsible quote.

Voting order 1 2 3 5 7 8 9 4 6

Police Department/Public Works - Traffic Signal Maintenance Contract

Motion: to reject all bids for the Traffic Signal Maintenance Contract with the intent to re-bid.

Voting order 1 2 3 5 7 8 9 4 6

West Chester Pike Tree Planting

Motion: to award the West Chester Pike Tree Planting Project contract to West Chester Median Landscaping Co., Inc., Aston, PA, in the amount of \$21,490.00; submitting the lowest responsible bid.

Voting order 1 2 3 5 7 8 9 4 6

23. Purchases

EMS Apparatus

Motion: to authorize the purchase of a LifeLine Ford F-450 Custom Superliner Type 1 Diesel 4x4 at a cost of \$291,440 through Co-Stars Contract #013-E22-252.

Voting order 1 2 3 5 7 8 9 4 6

Parks and Recreation

All-Inclusive Play Structure

Motion: to authorize the purchase of large, All-Inclusive Play Structure at Merry Place, from Ely Associates, Carlisle, PA, under Co-Stars PA DGS 014-E23-299, in the amount of \$91,504.00.

Voting order 1 2 3 5 7 8 9 4 6

Jack McDonald Field Fencing

Motion: to authorize the purchase of Field Fencing at Jack McDonald Field, from FencCo, West Chester, PA, in the amount of \$11,000.00; submitting the lowest responsible quote.

Voting order 1 2 3 5 7 8 9 4 6

24. Continuation of Citizen’s Forum for Non-Agenda Items

25. New business

26. Other business

Reorganization Meeting of the Board of Commissioners
Tuesday, January 2, 2024 - 7:30 p.m.
Best Wishes In The New Year!

27. Adjourn

ORDINANCE NO. P15 - 2023

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 2024 to be required is hereby determined to be **\$4,533,750** 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 10/1/2022 thru 9/30/2023) 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 2024.

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

ADOPTED this 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

BY: C. Lawrence Holmes, Esq.
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary

ORDINANCE NO. P16 - 2023

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 eighty-three dollars and 00 cents (\$283.00)** 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 eighty-three Dollars and 00 cents (\$283.00) 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 eighty-three dollars and 00 cents (\$283.00) 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 of ten percent (10%) shall be added.

SECTION 6. All Ordinances or parts of ordinances in conflict herewith are hereby repealed.

ENACTED and ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, this 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

BY:

C. Lawrence Holmes, Esq.
President
Board of Commissioners

ATTESTED BY:

David R. Burman
Township Manager/Secretary

Ordinance No. 2987- 2023

Tax Levy 2024

Motion: to adopt Ordinance No. 2987 - 2023 fixing the tax rate for the year 2024 at 4.406 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, 2023 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 11TH day of December, 2023.

Township of Haverford

**By: C. Lawrence Holmes, Esq.
President**

**Attest: David R. Burman
Township Manager**

ORDINANCE NO. 2988-2023

2024 BUDGET APPROPRIATIONS

To appropriate funds established to be required for specific purpose of financing the municipal government for the year 2024 including all taxes, fees, service charges and other revenue sources provided within all funds.

Adopted this 11th day of December, 2023.

Township of Haverford

**By: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

Attest: David R. Burman, Township Manager

ORDINANCE NO. P14-2023

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

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

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

Establish: In front of 1611 Juniper Road

Establish: 613 Wynnewood Road - On the east side of Kenilworth Road in front of the side entrance

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 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

**BY: C. Lawrence Holmes
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

ORDINANCE NO. P18-2023

**AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY,
COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 160,
SUBDIVISION AND LAND DEVELOPMENT, SECTION 160-5.B(4)(c), AND CHAPTER
157-1, STREETS AND SIDEWALKS, TO REQUIRE THE
INSTALLATION OF SIDEWALKS AS A SUBDIVISION OR
LAND DEVELOPMENT REQUIREMENT**

WHEREAS, the Charter for the Township of Haverford and the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, authorizes the Board of Commissioners of Haverford Township (“Board”) to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care and control of Haverford Township (“Township”) and the maintenance of peace, good government, health and welfare of the Township and its citizens

WHEREAS, the Haverford Township Code, Chapter 160, Subdivision and Land Development, Section 160-5.B(4)(c), addressing the general for sidewalks, currently provides: “Sidewalks shall be required where, in the opinion of the Board of Township Commissioners, heavy pedestrian traffic will result or where pedestrian safety requires such sidewalks. Sidewalks are required for any multifamily development.”

WHEREAS, the Board desires to amend §160-5 B(4)(c) and Chapter 157, Streets and Sidewalks, §157-1, to require the installation of sidewalks as a subdivision or land development requirement, unless such requirement is modified by the Board of Commissioners due to a hardship pursuant to §160-10;

WHEREAS, the Board has met the procedural requirements of the Pennsylvania Municipalities Planning Code, for the adoption of the proposed ordinance, including advertising, submission to the planning commissions, and holding a public hearing; and

WHEREAS, the Board, after due consideration of the proposed ordinance at duly advertised public hearings, has determined that the health, safety and general welfare of the residents and guests of the Township will be served by this amendment of the Haverford Township Code as set forth below;

THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, the Board has determined that the health, safety, and general welfare of the residents and guests of the Township will be served by the following Code amendments:

Section I. Code Amendments.

A. Chapter 160, Subdivision and Land Development, of the Haverford Township Code, §160-5.B(4)(c), is hereby amended to provide as follows:

- (c) Sidewalks shall be provided for all existing and proposed streets. Along any existing or proposed street on which a subdivision or land development abuts, sidewalks shall be constructed to accommodate the sidewalk, curbing, and verge requirements of subsection (e) below.

B. Chapter 157, Streets and Sidewalks, Section 157-1, “System of sidewalks and curbs established; width of sidewalks prescribed,” is hereby amended to provide as follows:

A uniform system of sidewalks and curbs along both sides of all streets and highways of Haverford Township is hereby established, said sidewalks and curbs to be installed at the width and pursuant to the other specifications prescribed in the Township Subdivision and Land Development Chapter.

Section II. Repealer. In addition to the above, all other ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed. Further, it is understood and intended that all other sections, parts, provisions, and ordinances that are not otherwise specifically in conflict with or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

Section III. Severability. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude, or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

Section IV. Failure to Enforce Not a Waiver. The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

Section V. 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 11th day of December, 2023.

ATTEST:

TOWNSHIP OF HAVERFORD

By: _____
David R. Burman
Township Manager/Secretary

By: _____
C. Lawrence Holmes
President
Board of Commissioners

ORDINANCE NO. P19-2023

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

Establish: in front of 1611 Woodmere Way.

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 , 2024.

TOWNSHIP OF HAVERFORD

BY:

**President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE P20-2023

**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 165, “TAXATION”, ARTICLE VI, “PROPERTY TAX CREDIT
TO QUALIFYING VOLUNTEERS OF BON AIR, BROOKLINE,
LLANERCH, MANOA AND OAKMONT FIRE COMPANIES”**

WHEREAS, The Board of Commissioners of the Township of Haverford wishes to amend the percentage for real estate property tax credits issued to qualifying volunteer fire fighters.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS THAT THE TOWNSHIP’S CODE IS AMENDED AS FOLLOWS:

SECTION I: Text Amendment

The Administrative Code of Haverford Township, Chapter 165, Taxation, Article VI, Property Tax Credit, Section 165-77, Credit Payment, is hereby amended, as follows:

Property owner will receive the annual Township tax bill on or around February 1 of each year and must pay in full before being deemed delinquent or assigned to Delaware County Tax Claim. Credit will not automatically show on annual tax bill. Within sixty (60) days of payment in full and submission of acceptable application and certification by the volunteer’s Fire Chief, Township will generate a refund representing ~~20~~ 50% of Township real estate tax levied. This refund will be paid via check made payable to the property owner.

SECTION II: Repeal and Ratification

All ordinance or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of inconsistencies or conflicts, are hereby specifically repealed. Any other terms or provisions of the Township’s Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION III: Severability

Should any section, paragraph, sentence, clause or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected

hereby and shall remain in full force and affect, and for this reason, the provisions of this Ordinance shall be severable.

SECTION IV: Effective Date

The Ordinance shall be effective ten (10) days after enactment.

ORDAINED AND ENACTED this 8th day of January, 2024 by the Board of Commissioners of the Township of Haverford.

Township of Haverford

President
Board of Commissioners

Attest:

David R. Burman
Township Manager/Secretary

RESOLUTION 2344-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Senior/Widowed/Disabled Residents Economic Recovery Payment Program Extension

WHEREAS, on March 13, 2023 through Resolution 2298-2023, the Board of Commissioners adopted the “Senior/Widowed/Disabled Residents Economic Recovery Payment Program” in an effort to provide financial support to those senior citizens/widowed/permanently disabled individuals living in Haverford Township who also received financial assistance under the 2022 Commonwealth of Pennsylvania Property Tax/Rent Rebate Program and who also met the Township’s originally stated program requirements; and,

WHEREAS, due to the high level of interest in the program and the number of pending applications still at the Commonwealth level, the Board of Commissioners would like to extend the program application deadline from 4pm on December 15, 2023 to 4pm on April 1, 2024. The total allocation for this program will remain at the originally adopted limit of \$302,500; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby extends the deadline for filing application with the Township for the “Senior/Widowed/Disabled Residents Economic Recovery Payment Program” from 4pm on December 15, 2023 to 4pm on April 1, 2024, 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 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager,

RESOLUTION NO. 2345 - 2023

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 2024 unless otherwise advertised.

BOARD OF COMMISSIONERS

TUESDAY, January 2, 2024 – Reorganization – 7:30 P.M.

WORK SESSIONS – 7:00 P.M.

| | |
|------------|---|
| February 5 | July – NO WORK SESSION |
| March 4 | August 5 |
| April 1 | September 3 – TUESDAY (Day after Labor Day) |
| May 6 | October 7 |
| June 3 | November 4 – NO WORK SESSION |
| | December 2 |

REGULAR MEETINGS – 7:00 P.M.

| | |
|-------------|--|
| January 8 | June 10 |
| February 12 | July 8 |
| March 11 | August 12 |
| April 8 | September 9 |
| May 13 | October 15 – Tuesday (day after Columbus Day) |
| | November 12 – Tuesday (day after Veterans Day) |
| | November 18 – Prelim. Budget Meeting |
| | December 9 – Final Budget and Reg. Mtg. |

ENVIRONMENTAL ADVISORY COMMITTEE 1st Wednesday, 7:00 PM, Room C

Wednesday Meeting Dates: 01/03/2024, 02/07/2024, 03/06/2024, 04/03/2024, 05/01/2024, 06/05/2024, 07/03/2024, 08/07/2024, 09/04/2024, ****No 10/02/2024 meeting**, 11/06/2024, 12/04/2024

****Note:** These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room C unless otherwise noted.

RHM SEWER AUTHORITY

1st Tuesday, 7:00 PM, RHM offices

FRIENDS OF THE GRANGE

1st Thursday, 6:30 PM, Grange Estate

Thursday Meeting Dates: 01/04/2024, 02/01/2024, 03/07/2024, 04/04/2024, 05/02/2024, 06/06/2024, ****No 07/04/2024 meeting**, 08/01/2024, 09/05/2024, ****No 10/03/2024 meeting**, 11/07/2024, 12/05/2024

****Note:** These nights are unavailable due to a holiday.

ZONING HEARING BOARD

1st and 3rd Thursdays, 7:30 PM, All Rooms

Thursday Meeting Dates: 01/04 & 01/18/2024, 02/01 & 02/15/2024, 03/07 & 03/21/2024, 04/04 & 04/18/2024, 05/02 & 05/16/2024, 06/06 & 06/20/2024, 07/18/2024, 08/15/2024, 09/05 & 09/19/2024, ****No 10/03/2024 meeting**, 10/17/2024, 11/07 & 11/21/2024, 12/05 & 12/19/2024

****Note:** These nights are unavailable due to a holiday.

HEALTH ADVISORY BOARD

2nd Tuesday, 7:00 PM, Room C
(No meetings June, July and August)

Tuesday Meeting Dates: 01/09/2024, 02/13/2024, 03/12/2024, 04/09/2024, 05/14/2024, 09/10/2024, 10/08/2024, ****No 11/12/2024 meeting**, 12/10/2024

****Note:** These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room C unless otherwise noted.

PLANNING COMMISSION

2nd Thursday, 7:00 PM, All Rooms

Thursday Meeting Dates: 01/11/2024, 02/08/2024, 03/14/2024, 04/11/2024, 05/09/2024, 06/13/2024, 07/11/2024, 08/08/2024, 09/12/2024, 10/10/2024, 11/14/2024, 12/12/2024

HISTORICAL COMMISSION

3rd Monday, 7:00 PM, Room B

Monday Meeting Dates: ****No 01/15/2024 meeting**, ****No 02/19/2024 meeting**, 03/18/2024, 04/15/2024, 05/20/2024, 06/17/2024, 07/15/2024, 08/19/2024, 09/16/2024, 10/21/2024, ****No 11/18/2024 meeting**, 12/16/2024

****Note:** These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room B unless otherwise noted.

SENIOR CITIZENS ADVISORY BOARD

3rd Tuesday, 7:00 PM, Room B

Tuesday Meeting Dates: 01/16/2024, 02/20/2024, 03/19/2024, 04/16/2024, 05/21/2024, 06/18/2024, 07/16/2024, 08/20/2024, 09/17/2024, ****No 10/15/2024 meeting, 11/19/2024, 12/17/2024**

****Note:** These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room B unless otherwise noted.

ICE RINK ADVISORY BOARD

3rd Tuesday, 7:30 PM, Skatium

Tuesday Meeting Dates: 01/16/2024, 02/20/2024, 03/19/2024, 04/16/2024, 05/21/2024, 06/18/2024, 07/16/2024, 08/20/2024, 09/17/2024, 10/15/2024, 11/19/2024, 12/17/2024

**HUMAN RELATIONS COMMISSION

**2nd Wednesday, 7:00 PM, Room C

****Wednesday Meeting Dates:** 1/10/24, 2/14/24, 3/13/24, 4/10/24, 5/8/24, 6/12/24, 7/10/24, 8/14/24, 9/11/24, 10/9/24, 11/13/24, 12/11/24.

****Note:** New meeting night for this group and more monthly meeting nights added for 2024.

SHADE TREE COMMISSION

4th Monday, 7:30 PM, Room B

Monday Meeting Dates: 01/22/2024, 02/26/2024, 03/25/2024, ****No 04/22/2024 meeting, **No 05/27/2024 meeting, 06/24/2024, 07/22/2024, 08/26/2024, 09/23/2024, 10/28/2024, 11/25/2024, 12/23/2024**

****Note:** These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room B unless otherwise noted.

LIBRARY BOARD

3rd Wednesday, 7:00 PM, Library

PARKS AND RECREATION BOARD

4th Tuesday, 7:30 PM, Room B

Tuesday Meeting Dates: 01/23/2024, 02/27/2024, 03/26/2024, ****No 04/23/2024 meeting, 05/28/2024, 06/25/2024, 07/23/2024, 08/27/2024, 09/24/2024, 10/22/2024, 11/26/2024, **No 12/24/2024 meeting**

****Note:** These nights are unavailable due to a holiday, election, or changed due to conflict with original meeting night. Meeting room is Room B unless otherwise noted.

BUREAU OF FIRE

4th Tuesday, 7:00 PM, Manoa Fire House

Tuesday Meeting Dates: 01/23/2024, 02/27/2024, 03/26/2024, ****No 04/23/2024 meeting,**
05/28/2024, 06/25/2024, 07/23/2024, 08/27/2024, 09/24/2024, 10/22/2024, 11/26/2024,
****No 12/24/2024 meeting**

****Note:** These nights are unavailable due to a holiday or election.

NO Township meetings/events will be held on the following dates:

Jewish Holidays

Passover – No meetings beginning 4 p.m. Monday, April 22, 2024

Rosh Hashanah – No meetings beginning 4 p.m. Wednesday, October 2, 2024, Thursday, October 3rd and Friday, October 4, 2024

Yom Kippur – No meetings beginning 4 p.m. Friday, October 11, 2024 and Saturday, October 12, 2024

Election Days:

Primary – April 23, 2024

General – November 5, 2024

RESOLVED THIS 11th day of December, 2023.

Township of Haverford

**By: C. Lawrence Holmes, Esq.
President**

Attest: David R. Burman, Township Manager

RESOLUTION NO. 2346 - 2023

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, 2024 to December 29, 2024

From - 7 am to Dusk

Including the following HOLIDAYS – Thursday, 4th of July 2024, Thanksgiving, Thursday, November 28th, 2024, and Christmas, Wednesday, December 25th, 2024.

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 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

**By: C. Lawrence Holmes, Esq.
President
Board of Commissioners**

**Attest: David R. Burman
Township Manager/Secretary**

RESOLUTION 2348-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Fire Apparatus

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 certain funds for general government operations under the Revenue Replacement category of spending; and,

WHEREAS, the Board of Commissioners desires to provide financial support to efforts promoting our response to the public safety of the community by allocating funds toward the cost of acquiring fire apparatus; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$1,600,000 of the Township's American Rescue Plan Fund allocation toward the fire apparatus purchases approved at the Board of Commissioners November 13, 2023 public meeting.

RESOLVED THIS 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION 2349-2023

American Rescue Plan Act Coronavirus State & Local Fiscal Recovery Fund Business Revitalization & Modernization Matching Grant Program

WHEREAS, Haverford Township’s direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million; and,

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act which allowed recipients to use funds to promote economic recovery from the COVID-19 pandemic; and,

WHEREAS,; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the “Business Revitalization & Modernization Matching Grant 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 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2350-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Haverford Township Parks Replacement Playground Equipment at Merry Place

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department purchase of new playground equipment within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within two of our township parks to replace an all-inclusive playground composite at Merry Place.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$91,504.00 of the Township's American Rescue Plan Fund allocation to replace an all-inclusive playground composite at Merry Place.

RESOLVED THIS 11TH day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

RESOLUTION No. 2351-2023

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Jack McDonald Field –fencing

WHEREAS, Haverford Township’s direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the 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 improve spaces in areas that have been impacted by the pandemic including improving park space; and,

WHEREAS, the Board of Commissioners has identified Haverford Township Parks Department improvement of our paved areas within the adopted 2023 budget and the 2023 capital improvement plan; and,

WHEREAS, the Township has identified a need within Jack McDonald Field to extend fencing at both the baseball fields.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$11,000.00. of the Township’s American Rescue Plan Fund allocation for the fencing at Jack McDonald Field

Resolved this 11th day of December, 2023.

TOWNSHIP OF HAVERFORD

Attest:

C. Lawrence Holmes, Esq, President

David R. Burman, Township Manager

November 29, 2023

Dave Burman- Township Manager
Haverford Township
1014 Darby Rd.
Haverford, PA 19083

RE: Haverford Township Free Library Renovation & Addition Project- Construction Change Orders

Mr. Burman,

Below is a summary of change orders we have reviewed and are recommending for approval by the Board of Commissioners. There is an explanation of each change as well as the detailed back-up for the costs.

For **Rycon Construction** contract these change order requests total a **Not To Exceed** add of **\$137,692.00** **(One hundred thirty-seven thousand six hundred ninety-two dollars & zero cents)** and will be part of a change order to their contract.

Please let us know if you have any questions or comments.

Sincerely,

Kenneth C. Matthews

Kenneth C. Matthews
C.B. Development Services, Inc.

CC: Aimee Cuthbertson, Sukrit Goswami

Rycon Construction Change Request #1 dated 11/29/2023 for a Not to Exceed add of \$137,692.00

The cost included is for work associated with the purchase of the 1 Mill Rd. house across the street from the Library that will be turned in to a new parking lot as part of the Library renovations. This change order is to demolish the existing house, backfill the basement with structural fill, provide perimeter temporary construction fencing, install a 12 inch silt sock for erosion control, and grade the property with 2A modified stone. The property will then be used as a construction laydown area for the Library's renovation and house Prime Contractor's jobsite trailers and a trailer for the construction manager. The cost submitted and attached for reference is fair and reasonable.



Two Logan Square
 100 N. 18th Street
 Suite 1800
 Philadelphia, PA 19103

Wednesday, November 29, 2023

Dave Burman
 Township Manager
 Haverford Township
 1014 Darby Rd.
 Haverford, PA 19103

**RE: Rycon Project #5116
 Change Order Request for Demolition & Contractor Laydown Area**

Dear Mr. Burman,

After review of the documentation associated with description of work, for the above reference project, Rycon requests a change order not to exceed the amount of **One hundred thirty-seven thousands, six hundreds and ninety-two dollars (\$137,692.00)**.

The breakdown is as follows:

| <u>CSI#</u> | <u>Trade</u> | <u>Subcontractor</u> | <u>Proposal Date</u> | <u>Scope of Work</u> | <u>Cost</u> |
|-------------|--------------|----------------------|----------------------|--|-------------------|
| 02000 | Sitework | J.G Crozier | 11/15/2023 | Lot grading - backfill & compact basement and import structural fill | \$ 30,225 |
| 02000 | Sitework | J.G Crozier | 11/17/2023 | Site improvement work at temporary laydown area - mobilization, strip topsoil & level site, siltsock around perimeter, stone base. | \$ 28,790 |
| 02050 | Demolition | Geppert Bros | 11/17/2023 | Demolition - demo of existing house and garage, remove slabs, footings, foundations, concrete driveway & walkways, remove existing wooden fence, trees, shrubs and landscaping, acquire necessary demolition permits | \$ 46,000 |
| 02830 | Fencing | Richard Pucci | 11/17/2023 | Temp fence - provide 6' high temporary fence with locking gate (~460LF) | \$ 6,485 |
| 01590 | Trailer | Hale Trailer | 11/17/2023 | Office Trailer - provide (1) office trailer to fit 10 people for meetings | \$ 12,750 |
| | | | | TOTAL DIRECT COST | \$ 124,250 |
| 1 | | | | Safety Superintendent / Supervision | \$ 2,000 |
| 2 | | | | General Liability Insurance (1.0%) | \$ 1,243 |
| 3 | | | | Overhead & Profit (8%) | \$ 10,199 |
| | | | | TOTAL COST | \$ 137,692 |

Sincerely,

Patrick Delaney
 Senior Project Manager

Note: Structural fill for the basement will be based on actual amount of soil imported at \$46.50 per cubic yard.



TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN R. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES, INC. ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD WILLIAM F. WECHSLER

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

HAVT 30511

November 30, 2023

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Park and Ride Facility
Mill Road and Karakung Drive
Contract No. R-35**

Dear Mr. Burman:

Attached herein are the bids for the above referenced contract received on September 22, 2023, at 10:00 a.m. The low bidder was Scott Building Corporation of Norristown, PA with a bid amount of \$508,918.50.

In accordance with the Township's Responsible Contractor Bidding Requirements, a Notice of Intent to award was issued to Scott on October 16, 2023. The requested documentation includes Responsible Contractor Certifications and backup documentation for Scott and all subcontractors. Based on our review of this information and discussions with the Solicitor, Scott and their subcontractors meet the Township's Responsible Contractor Bidding Requirements. Please note, we have worked with Scott on various projects in the past and have found their work to be satisfactory.

We recommend the Township consider awarding the project to Scott Building Corporation in the low bid amount of \$508,918.50 contingent upon execution of the contract and supply of the required bonds and insurance.

Should you have any questions or comments, please contact me.

Sincerely,

PENNONI

David Pennoni, PE
Township Engineer

CF/rg

P:\Projects\HAVT\30511 - MULTIMODAL APPL MIIL & KARAKUNG\DOCS\Award & Construction Docs\HAVT 30511 - Mill Road and Karakung\Award Ltr 2023-11-30.docx

Haverford Township
 Tabulation of Bids Received Until 10:00 a.m.
 Prevailing time on September 22, 2023

CONTRACT NO. R-35
PARK AND RIDE FACILITY
MILL ROAD AND KARAKUNG DRIVE

Scott Building Corp.
 2939 Felton Rd
 Norristown, PA 19401

Premier Concrete, Inc.
 2327 West Chester Pike
 Broomall, PA 19008

Marino Corporation
 1400 Cressman Rd
 PO Box 1209
 Skippack, PA 19474

Joseph F Mariani Contractors, Inc.
 10 Mt. Pleasant Drive
 Aston, PA 19014

Road-Con, Inc.
 902 Camaro Run Drive
 West Chester, PA 19380

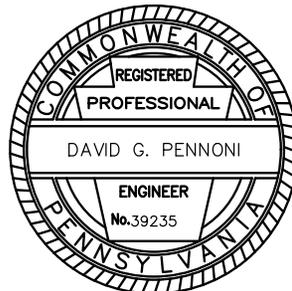
N. Abbonizio Contractors, Inc.
 1250 Conshohocken Road
 Conshohocken, PA 19428

| ITEM NO. | ESTIMATED QUANTITY/UNIT | | DESCRIPTION | Scott Building Corp. | | Premier Concrete, Inc. | | Marino Corporation | | Joseph F Mariani Contractors, Inc. | | Road-Con, Inc. | | N. Abbonizio Contractors, Inc. | |
|--|-------------------------|----|--|---------------------------------------|-------------|------------------------|-------------|---------------------|-------------|------------------------------------|--------------|---------------------|--------------|--------------------------------|-------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| A. Parking Facility | | | | | | | | | | | | | | | |
| 35A-1 | 1 | LS | Erosion/Sedimentation Controls | \$9,720.00 | \$9,720.00 | \$60,000.00 | \$60,000.00 | \$27,600.00 | \$27,600.00 | \$30,000.00 | \$30,000.00 | \$15,000.00 | \$15,000.00 | \$56,400.00 | \$56,400.00 |
| 35A-2 | 1 | LS | Grading Modifications | \$55,550.00 | \$55,550.00 | \$65,000.00 | \$65,000.00 | \$68,400.00 | \$68,400.00 | \$57,000.00 | \$57,000.00 | \$105,000.00 | \$105,000.00 | \$29,082.00 | \$29,082.00 |
| 35A-3 | 1 | LS | Segmental Retaining Wall | \$8,290.00 | \$8,290.00 | \$25,000.00 | \$25,000.00 | \$26,200.00 | \$26,200.00 | \$41,000.00 | \$41,000.00 | \$18,750.00 | \$18,750.00 | \$12,700.00 | \$12,700.00 |
| 35A-4 | 150 | LF | Concrete Curb | \$38.00 | \$5,700.00 | \$65.00 | \$9,750.00 | \$89.00 | \$13,350.00 | \$67.00 | \$10,050.00 | \$90.00 | \$13,500.00 | \$87.00 | \$13,050.00 |
| 35A-5 | 1 | LS | Stormwater Management System | \$56,900.00 | \$56,900.00 | \$60,000.00 | \$60,000.00 | \$68,440.00 | \$68,440.00 | \$40,188.00 | \$40,188.00 | \$65,000.00 | \$65,000.00 | \$88,800.00 | \$88,800.00 |
| 35A-6 | 1 | LS | Parking Lot Improvements | \$50,920.00 | \$50,920.00 | \$65,000.00 | \$65,000.00 | \$52,000.00 | \$52,000.00 | \$47,800.00 | \$47,800.00 | \$100,000.00 | \$100,000.00 | \$64,595.00 | \$64,595.00 |
| 35A-7 | 1 | LS | Installation of Light Foundations, Conduit, and Wiring | \$67,860.00 | \$67,860.00 | \$38,000.00 | \$38,000.00 | \$44,100.00 | \$44,100.00 | \$30,900.00 | \$30,900.00 | \$41,200.00 | \$41,200.00 | \$78,825.00 | \$78,825.00 |
| 35A-8 | 1 | LS | Restoration | \$3,750.00 | \$3,750.00 | \$12,500.00 | \$12,500.00 | \$8,700.00 | \$8,700.00 | \$17,308.00 | \$17,308.00 | \$7,300.00 | \$7,300.00 | \$6,345.00 | \$6,345.00 |
| 35A-9 | 75 | CY | Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone | \$90.00 | \$6,750.00 | \$80.00 | \$6,000.00 | \$172.00 | \$12,900.00 | \$90.00 | \$6,750.00 | \$150.00 | \$11,250.00 | \$171.00 | \$12,825.00 |
| | | | | Subtotal: Parking Facility | | \$265,440.00 | | \$341,250.00 | | \$321,690.00 | | \$280,996.00 | | \$377,000.00 | |
| B. Roadway Improvements | | | | | | | | | | | | | | | |
| 35B-1 | 1 | LS | Inlet No 2 Modifications | \$13,760.00 | \$13,760.00 | \$12,000.00 | \$12,000.00 | \$11,400.00 | \$11,400.00 | \$19,325.00 | \$19,325.00 | \$10,800.00 | \$10,800.00 | \$11,465.00 | \$11,465.00 |
| 35B-2 | 1 | LS | Inlet No 1 Modifications | \$14,800.00 | \$14,800.00 | \$17,500.00 | \$17,500.00 | \$17,400.00 | \$17,400.00 | \$17,000.00 | \$17,000.00 | \$15,900.00 | \$15,900.00 | \$18,110.00 | \$18,110.00 |
| 35B-3 | 1 | LS | Inlet No 3 | \$13,260.00 | \$13,260.00 | \$12,500.00 | \$12,500.00 | \$10,600.00 | \$10,600.00 | \$14,088.00 | \$14,088.00 | \$12,100.00 | \$12,100.00 | \$10,940.00 | \$10,940.00 |
| 35B-4 | 1 | LS | Inlet Conversion | \$5,590.00 | \$5,590.00 | \$2,500.00 | \$2,500.00 | \$3,600.00 | \$3,600.00 | \$10,000.00 | \$10,000.00 | \$2,000.00 | \$2,000.00 | \$2,435.00 | \$2,435.00 |
| 35B-5 | 400 | LF | Concrete Curb | \$58.20 | \$23,280.00 | \$65.00 | \$26,000.00 | \$118.00 | \$47,200.00 | \$75.00 | \$30,000.00 | \$90.00 | \$36,000.00 | \$64.00 | \$25,600.00 |
| 35B-6 | 1800 | SF | 4-inch Concrete Sidewalk | \$14.25 | \$25,650.00 | \$16.50 | \$29,700.00 | \$19.00 | \$34,200.00 | \$17.00 | \$30,600.00 | \$22.75 | \$40,950.00 | \$19.00 | \$34,200.00 |
| 35B-7 | 5 | EA | Handicap Ramps | \$2,360.00 | \$11,800.00 | \$5,000.00 | \$25,000.00 | \$6,000.00 | \$30,000.00 | \$5,400.00 | \$27,000.00 | \$7,650.00 | \$38,250.00 | \$4,500.00 | \$22,500.00 |
| 35B-8 | 128 | SY | Full Depth Pavement Restoration | \$122.00 | \$15,616.00 | \$120.00 | \$15,360.00 | \$160.00 | \$20,480.00 | \$182.00 | \$23,296.00 | \$175.00 | \$22,400.00 | \$135.00 | \$17,280.00 |
| 35B-9 | 340 | SY | Pavement Adjustment | \$52.00 | \$17,680.00 | \$40.00 | \$13,600.00 | \$86.00 | \$29,240.00 | \$39.80 | \$13,532.00 | \$30.00 | \$10,200.00 | \$56.00 | \$19,040.00 |
| 35B-10 | 850 | SY | 1 1/2-inch Mill and Overlay of Existing Roadways | \$19.85 | \$16,872.50 | \$40.00 | \$34,000.00 | \$36.00 | \$30,600.00 | \$45.20 | \$38,420.00 | \$25.50 | \$21,675.00 | \$27.00 | \$22,950.00 |
| 35B-11 | 1 | LS | Pavement Markings | \$3,840.00 | \$3,840.00 | \$4,500.00 | \$4,500.00 | \$3,400.00 | \$3,400.00 | \$2,500.00 | \$2,500.00 | \$3,500.00 | \$3,500.00 | \$11,095.00 | \$11,095.00 |
| 35B-12 | 1 | LS | Installation of Decorative Light Foundations, Conduit and Wiring | \$68,580.00 | \$68,580.00 | \$45,000.00 | \$45,000.00 | \$48,880.00 | \$48,880.00 | \$105,000.00 | \$105,000.00 | \$40,500.00 | \$40,500.00 | \$72,900.00 | \$72,900.00 |
| 35B-13 | 1 | LS | Restoration | \$3,750.00 | \$3,750.00 | \$12,500.00 | \$12,500.00 | \$4,700.00 | \$4,700.00 | \$14,800.00 | \$14,800.00 | \$7,300.00 | \$7,300.00 | \$6,530.00 | \$6,530.00 |
| 35B-14 | 100 | CY | Miscellaneous Excavation and Backfill with PennDOT 2A or AASHTO No. 57 Stone | \$90.00 | \$9,000.00 | \$80.00 | \$8,000.00 | \$158.00 | \$15,800.00 | \$90.00 | \$9,000.00 | \$150.00 | \$15,000.00 | \$171.00 | \$17,100.00 |
| | | | | Subtotal: Roadway Improvements | | \$243,478.50 | | \$258,160.00 | | \$307,500.00 | | \$354,561.00 | | \$276,575.00 | |
| TOTAL BID FOR CONTRACT NO. R-35 | | | | \$508,918.50 | | \$599,410.00 | | \$629,190.00 | | \$635,557.00 | | \$653,575.00 | | \$654,767.00 | |
| Acknowledgement of Addendum 1 | | | | YES | | YES | | YES | | YES | | YES | | YES | |
| Acknowledgement of Addendum 2 | | | | YES | | YES | | YES | | YES | | YES | | YES | |
| Acknowledgement of Addendum 3 | | | | YES | | YES | | YES | | YES | | YES | | YES | |
| Acknowledgement of Addendum 4 | | | | YES | | YES | | YES | | YES | | YES | | YES | |
| Bid Security | | | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | | 10% Bid Bond | |

We Declare this to be a true Tabulation of Bids
 Received on September 22, 2023 by the Township of Haverford
 for Contract No. R-35 Park and Ride Facility - Mill Road and Karakung Drive

PENNONI ASSOCIATES, INC.

 David Pennoni, P.E., PENN. REG. NO. 068235-E



HVERFORD TOWNSHIP MEMORANDUM

DATE: November 15, 2023

TO: David R. Burman, Township Manager
Dan Mariani, Director of Public Works

FROM: Dan Perri, Facilities Superintendent

SUBJECT: Skatium Mechanical Preventive Maintenance Contract

The Skatium Mechanical Preventive Maintenance Contract is due for a 2-year renewal.

I have contacted the current contractor, The Tustin Group and Elliot Lewis Corporation for proposals. Below are their prices:

| | | |
|---------------------------|--------|-------------|
| The Tustin Group: | Year 1 | \$ 8,925.00 |
| | Year 2 | \$ 9,372.00 |
| Elliot Lewis Corporation: | Year 1 | \$10,000.00 |
| | Year 2 | \$10,000.00 |

Upon review, I am recommending Elliot Lewis Corporation (ELCO) for a 2-year contract. Elliot Lewis is the current contractor the Board awarded to replace the chillers. With a 2-year option, the township will save on any increases that may occur the following year.

Capital Asset Protection Proposal and Terms

| BUYER | LOCATION |
|---|---|
| Skatium 1002 Darby Road Havertown, PA 19083 AR #: SK0003 Site #: 99711 Contact: Dan Perri Phone #: 610-636-0146 Email: dperri@havtwp.org | Skatium Quote #: S230157MP R1 1002 Darby Road 1002 Darby Road Havertown, PA 19083 Proposed by: Michael Palilonis Proposal Date: 11/7/2023 |
| DESCRIPTION | |

In this Capital Asset Protection Proposal (the "CAP" or "Agreement"), Elliott-Lewis Corporation (ELCO) or, if an affiliate of ELCO is named herein as the provider, then such affiliate in lieu of ELCO, makes the following proposal to (the "Customer"). Upon Customer's acceptance and agreement by signing below: Customer acknowledges it has reviewed ELCO's Terms and Conditions; there exists a binding Agreement by ELCO and Customer for the performance of the services under this CAP. If ELCO's Terms and Conditions are not enclosed herein they can be found at <https://elliottlewis.com/wp-content/uploads/2023/01/Terms-and-Conditions-11-2022-KFC.pdf>.

CAPITAL ASSET PROTECTION: The CAP is designed to: (1) protect and extend the life of the Customer's capital investment in HVAC equipment covered by this Agreement; (2) maintain a comfortable and safe environment for the occupants of Customer's building; and (3) maintain operating expense efficiencies.

The CAP will be initiated, administered, monitored and updated to maintain the highest level of service and capital investment protection possible for the Customer. This service will be scheduled, on a regular basis, by ELCO's Service Management Tasking Software that is based on manufacturers' recommendations, equipment application, run time, age and ELCO's own experience.

Predictive Maintenance ("PDM") is used on all equipment applicable as listed on the equipment tasking sheets. This allows ELCO to discover and correct most potential failures long before they cause any emergency shutdown. ELCO technicians utilize a detailed set of equipment tasking templates which specifically describe the service tasks and intervals to be performed according to the Equipment Schedule.

TECHNICIANS: Trained and skilled technicians will perform the work required under this Agreement. All work will be professionally performed by technicians, utilizing the CAP program, advanced service procedures, state-of-the art tools and service instrumentation.

PERFORMANCE REPORTS: Service performance reports are used to ensure consistent communications between the Customer and ELCO. Service performance reports will be provided after each service visit and shall be signed or otherwise acknowledged by the Customer's authorized representative. These service performance reports will describe the work performed and list any problems found.

QUALITY OF PERFORMANCE: ELCO is committed to providing quality service to its customers within the provisions, terms and conditions of this Agreement. In order to maintain its high quality standards, ELCO may periodically ask the Customer for feedback on the services performed under this Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS: Chlorofluorocarbon (CFC) service is an ongoing service provided to all of ELCO's customers. ELCO will comply with any and all governmental laws or regulations concerning the proper handling of CFCs. Detection may be accomplished using a combination of visual inspection, electronic detection, ultraviolet/die detection and other approved detection procedures. ELCO shall submit a written CFC leak notification to Customer describing any CFC leak problem in detail. A repair proposal will be submitted for approval when such repair is not covered under this Agreement.



| COVERAGE | | | | | |
|--|-----------------------------------|---|---------------------|---|---------------------------|
| Yes | Preventative Maintenance Coverage | No | Full Labor Coverage | No | Full Maintenance Coverage |
| Inspection and Preventative Maintenance Service includes all labor costs required to do periodic checks, tests, and preventative maintenance on the equipment listed on the Equipment Schedule, contained in this agreement. During these inspections, the work listed on the detailed Task templates will be performed for each piece of equipment covered under this agreement. Include belt changes: Yes Include belts: Yes Include filter changes: Yes Include filters: Yes Cleaning of:** (**) Condenser coils: Yes (**) Evaporator coils: No Coils 1x/year as needed | | Repair Labor Coverage Includes repair labor costs required to keep the equipment listed on the Equipment Schedule contained in this agreement in proper operating condition. Please see our terms and conditions for any potential exclusions. If ELCO is required to respond to service calls after normal working hours, premium time will be billed. | | Repair Material Coverage Includes the cost of the necessary parts and components used to maintain the equipment covered by this agreement. This coverage applies to the maintainable parts of the equipment that are listed on the Equipment Schedule contained in this agreement. Please see our terms and conditions for any potential exclusions. If ELCO is required to respond to service calls after normal working hours, premium time will be billed. | |

COVERAGE: This Agreement covers the equipment and systems listed on the Equipment Schedule and the scope of work described on the tasking sheet for each piece of equipment and system listed.

COMMENCEMENT AND DURATION DATES:

Agreement begins on 1/1/2024

After the first year, this Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the Agreement anniversary date.

PRICE ADJUSTMENT: An annual price adjustment will be made to this Agreement based on increase/decrease in (1) the cost of HVAC/R parts, and (2) cost changes in the labor rate.

PAYMENT TERMS:

Annual price: \$10,000.00 year 1
 \$10,000.00 year 2
 Billing period: Quarterly
 Billing amount: \$2,500.00 year 1
 \$2,500.00 year 2

Payment terms are net 10 days.

PAYMENT FOR SUPPLEMENTAL SERVICES: Additional services beyond the scope of this Agreement may be furnished upon Customer's request and authorization to proceed ("Supplemental Agreement(s)"). Customer agrees that the performance by ELCO of any additional services constitutes Customer's acceptance and agreement to the Terms and Conditions of this Agreement, and all additional services not covered under this Agreement will be invoiced by ELCO and payable by the Customer within 30 days of the invoice date. A discount of current billing labor rates



and a preferred travel charge will apply during the term of this Agreement.

EQUIPMENT SCHEDULE

| BUILDING | QTY / TAG | SYSTEM COMPONENT LOCATION IN BUILDING SIZE FILTERS/BELTS | MANUFACTURER MODEL # SERIAL # | 1 ST QUARTER | 2 ND QUARTER | 3 RD QUARTER | 4 TH QUARTER |
|----------|-----------|--|---|-------------------------|-------------------------|-------------------------|-------------------------|
| SKATIUM | 2 | CHILLER RINK REFRIGERATION CHILLERS 120 HP | CARRIER M#: 30HXC118R6LA S#: 250404035 | I | P,C,S | I | I |
| SKATIUM | 2 | COOLING TOWER | BAC M#: VTO107L S#: (4) B70 BELTS | I | P,C,I | I | I |
| SKATIUM | 2 | PUMP TOWER PUMPS 5 HP | TACO M#: S#: | I | P,S | I | I |
| SKATIUM | 2 | PUMP BRINE 25 HP | TACO M#: S#: | I | P,S | I | I |
| SKATIUM | 2 | PUMPS - HOT WATER 5 HP | M#: S#: | I | P,S | I | I |



| | | | | | | | |
|---------|---|--|--|-----|-------|---|-----|
| | | | | | | | |
| SKATIUM | 1 | DEHUMIDIFIER 8300 CFM | MUNSTERS ICE AIRE M#: S#: | I | P | I | I |
| SKATIUM | 1 | AIR COMPRESSOR (2) B47 | M#: S#: | I | P | S | I |
| SKATIUM | 3 | EXHAUST FAN | GREENHECK M#: S#: | I | P | I | I |
| SKATIUM | 2 | BOILER 1.04 MBH EACH | WEIL MCLAIN M#: LGB9 S#: | I | I | P | S,I |
| SKATIUM | 1 | DUCTLESS SPLIT SYSTEM 2-ZONE | M#: S#: | I,F | P,C,I | I | I,F |

Note: I= Inspection, S=Startup, P=Annual PM, O=Oil Analysis, E=Eddy Current Test, V=Vibration Analysis, F=Filter Change, C=Cleaning, B=Belt Change, L=Lithium Bromide Analysis & W=Water Treatment



Scope of Work:

SPECIAL ADDITIONS AND EXCEPTIONS

- Provide six (6) inspections per year for Ice Rink system– Chillers/Cooling Towers/ Pumps.
- Chiller condenser tubes cleaned once (1) per year.
- Compressor oil samples taken once (1) per year.
- Drain and clean towers once (1) per year.
- Filters changes twice (2X) year on Ductless split systems.
- Condenser coil to be cleaned once (1X) per year.
- Belts to be changed once per year.
- A service report to be issued for each inspection visit.

EXCLUSIONS

- Overtime
- Any warranty work on Cooling Towers
- Domestic HW Tanks & pumps
- Air and/or Water Balancing.
- Eddy Current Testing.
- Adding of Refrigerant.
- Changing Compressor Oil
- Filters & filter changes to Munter's De-Humidification unit
- Water Treatment.
- Back Flow Preventor inspection/certification
- Anything not specifically mentioned above.



APPROVAL

Upon acceptance by Customer, this Agreement shall form part of a binding contract, consisting of the following: (i) this Agreement; (ii) ELCO’s Terms and Conditions (Effective November 2022); (iii) any attachments, schedules, plans, agreements or other documents specifically referenced herein; (iv) any subsequent change orders or amendments agreed to by the parties; and/or (v) any Supplemental Agreement(s) between ELCO and Customer (the “Contract Documents”). Customer understands and agrees that its acceptance and ELCO’s performance of any services pursuant to the Contract Documents or otherwise constitute Customer’s agreement to the Terms and Conditions of this Agreement, and no subsequent agreement, whether oral or written, shall override the Terms and Conditions of this Agreement. BY EXECUTING THIS PROPOSAL, CUSTOMER REPRESENTS TO ELCO THAT THE TRANSACTION(S) CONTEMPLATED IN ALL CONTRACT DOCUMENTS AND THE EXECUTION AND DELIVERY OF THIS AGREEMENT HAVE BEEN DULY AUTHORIZED BY ALL NECESSARY CORPORATE, PARTNERSHIP, ASSOCIATION, OR TRUST PROCEEDINGS AND ACTIONS INCLUDING, WITHOUT LIMITATION, THE ACTION(S) ON THE PART OF THE DIRECTORS, OFFICERS, AND AGENTS OF THE LEGAL ENTITY.

ELCO AND CUSTOMER HAVE CAUSED THIS PROPOSAL TO BE EXECUTED BY THEIR RESPECTIVE DULY-AUTHORIZED REPRESENTATIVES ON THE DATE INDICATED BELOW.

Elliott-Lewis Corporation

Proposed by: Michael Palilonis

Approved by: _____

Date: _____

Skatium

Accepted by: _____

Title: _____

Date: _____

Please Note:

| | |
|---|----------|
| Quote #: S230157MP R1, 9/22/23 – Skatium Preventative Maintenance – year 1 | \$10,000 |
| Skatium Preventative Maintenance – year 2 | \$10,000 |

Quote #: S230158MP R1, 9/22/23 –

| | |
|---|----------|
| Admn/Police Bldg. Preventative Maintenance - year 1 | \$12,600 |
| Admn/Police Bldg. Preventative Maintenance – year 2 | \$12,600 |

Are separated as requested for Accounting purposes only.

They are not stand alone maintenance contracts

The 2 proposals must be approved as one, since economies of crew and site visits are reflected in the combined pricing.



TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY BID OR PROPOSAL. Customer shall be conclusively deemed to have accepted the terms and conditions herein, and to have entered into this agreement with ELCO. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

EXCLUSIONS—It is understood and agreed by the parties that the following are not the responsibility of ELCO under this Agreement:

1. Normal starting and stopping of the subject equipment or the raising or lowering of thermostat set points, damper adjustments, opening or closing of valves and regulators installed to protect the equipment.
2. Repairs or replacement to equipment damaged due to corrosion, freezing, lack of proper water treatment, electrolytic action, lightening, electrical distribution faults, phase loss or reversal and other causes beyond ELCO's control.
3. Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities.
4. Replacement of major components that cannot be repaired due to age or unavailability of replacement parts. Major components include, but are not limited to: complete condensing units, compressors, condensers, rooftop units, package units, cooling towers, chillers, or air handling.
5. Replacement or servicing of equipment or components such as compressors, pneumatic piping, fuses, starters, circuit breakers, disconnect switches, electrical and control wiring, plumbing, non-moving parts such as heat exchangers, pressure vessels, tubes, panels, duct work, structural supports, hardware and decorative casings (handles, hinges, knobs, locks and gaskets) unless specifically included in this Agreement.
6. Fire protection, cutting and patching, overtime or shiftwork (projects only), painting, roofing, temporary heating or cooling, dumpsters, temporary partitions, removal and relocation of furnishings or equipment, power wiring, permits, excavating and backfill, removal of underground obstructions (rock, concrete, etc), removal of hazardous materials, sawcutting and coring, removal and replacement of concrete, plumbing tie-in beyond five feet, floor (wall) scanning, daily cleanup, removal of demolition materials to dumpster, re-programming of controls, repair/relocation of existing equipment, supplemental equipment, DDC work, structural steel, and payment and performance bonds.
7. Since refrigerant-impregnated oil, some refrigerants and lithium bromide are treated in some states as hazardous waste, any charges incurred for the proper disposal of same will be charged as an extra, and not part of the contract price. The labor, equipment and materials required to provide, recover and recycle the refrigerants from the system are not included in this Agreement. Frozen coils and piping are excluded.
8. Inspection for and detection, remediation or removal of any hazardous substances encountered at Customer's property, including, but not limited to, asbestos, PCBs or mold. In the event that any hazardous substance is encountered at Customer's property, ELCO will notify the Customer and cease all Work until all hazardous materials are satisfactorily eliminated.
9. Any work or responsibility to determine if installation or upgrades to the boiler/equipment/heating system or plant are in compliance with DEP and EPA requirements or other related requirements.
10. Subcontractors of any type, unless specifically defined in this Agreement.
11. Rigging and cranes.

ASBESTOS/PCBs/Hazardous Materials: The Provider's Work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or materials containing asbestos or polychlorinated biphenyls ("PCBs") or other hazardous materials or substances. In the event that the Provider encounters any such substances or materials or what appear to be such materials in the course of performing the Work, Provider shall notify the Customer, and Provider shall have the right to discontinue the Work and remove its employees from the project until such materials, and any hazards connected therewith, are abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and Provider shall receive an extension of time to complete its Work hereunder and compensation for any additional out-of-pocket expenses incurred as a result of such situation and correction of same.

MOLD: Inspection for and detection or identification of the presence of any type or form of fungus, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi (collectively, "Mold") anywhere, including on or around the jobsite, and the abatement, remediation, encapsulation and/or removal of Mold, is expressly excluded from the Work. In the event that Provider encounters Mold or materials that appear to be Mold in the course of performing the Work, Provider shall immediately notify the Customer and Provider shall have the right to discontinue the Work and remove its employees from the project until such materials, and any hazards connected therewith, are abated, encapsulated or removed, or it is otherwise determined in Provider's sole discretion that no hazard to its employees exists.

INITIAL INSPECTION (CAP Agreements only)--During the first 30 days of this Agreement or upon initial seasonal start-up, if ELCO should find any equipment covered under this Agreement to be in need of repair or replacement, ELCO will inform the Customer in writing of the equipment condition and the proposed corrective action. When ELCO so notifies the Customer, it is understood that ELCO will not be responsible for the present or future repair, replacement, or operability of the equipment until such time as the equipment is restored to a condition acceptable to ELCO.

RESPONSIBILITIES (CAP Agreements only)--In order to permit ELCO to properly perform the services included in this Agreement, the Customer agrees:

1. To provide reasonable and timely access to all covered equipment.
2. To allow ELCO to start and stop equipment, with proper notice and coordination.
3. To provide water treatment for the proper functioning of the equipment unless included in this Agreement.
4. To be charged a minimum of one hour labor charge if a service request is not cancelled before a technician is dispatched.
5. To be charged for a technician's labor spent if the Customer cancels or is unavailable for the technician to complete a scheduled inspection upon arrival.
6. To pay our standard overtime rates.

CERTIFICATE(S) OF INSURANCE—Upon Customer's request, ELCO will furnish a certificate of insurance with the following coverages naming the Customer as an Additional Insured:

COMMERCIAL GENERAL LIABILITY--Minimum Limits:

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Per Occurrence | \$1,000,000 |
| Products/Completed Operations Aggregate Per Project | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 |
| Fire Property Damage Legal Liability | \$100,000 |
| Medical Payment Per Person | \$10,000 |

COMMERCIAL AUTOMOBILE including Contractual Liability and Employer's Non-Owned & Hired Auto Liability.

Minimum Limit:

| | |
|---|-------------|
| Bodily Injury and Property Damage (Combined Single Limit) | \$1,000,000 |
|---|-------------|

UMBRELLA LIABILITY--Minimum Limits:

| | |
|----------------|--------------|
| Per Occurrence | \$10,000,000 |
| Aggregate | \$10,000,000 |

WORKERS' COMPENSATION WITH EMPLOYER'S LIABILITY COVERAGE--Minimum Limits:

| | |
|---------------------------|------------------------|
| Bodily Injury by Accident | \$500,000/Accident |
| Bodily Injury by Disease | \$500,000/Employee |
| Bodily Injury by Disease | \$500,000/Policy Limit |

INDEMNIFICATION--ELCO shall not be liable for injuries to persons or damage to property except to the extent caused by the negligent, reckless, or willful acts or omissions of ELCO and persons or entities under ELCO's control. In the event a claim is asserted against ELCO by a person not a party to this Agreement seeking damages that are directly or indirectly attributable to the negligent, reckless or willful acts or omissions of Customer or persons or entities under Customer's control, then to the extent bodily injury, sickness, disease or death, or injury to or destruction of tangible property, arises directly or indirectly from such negligence, reckless or willful misconduct, the Customer, to the fullest extent permitted by law, shall indemnify and hold harmless ELCO and its agents and employees from and against any such claim. ELCO shall, in the event that such a claim is asserted against it, be entitled to defend itself with counsel selected by Provider and the payment of the attorneys' fees required to defend against such claim is included within this indemnity obligation.

FORCE MAJEURE--It shall be deemed a "Force Majeure Event" if in the course of performing the Work pursuant to the Contract Documents, any delay occurs due to any cause or circumstance beyond the reasonable control of ELCO and/or of suppliers or subcontractors of ELCO, including any delay beyond ELCO's reasonable control as to furnishing and delivering any labor, material, equipment, supervision or providing any services in accordance with the Contract Documents or otherwise. Force Majeure Events shall include, but are not limited to: hurricanes and high-wind storms, earthquakes, acts of God, declared or undeclared war, blockades, hostilities, riots or rebellions, unanticipated legal or illegal acts, rules, regulations, orders, restrictions or requirements of government and governmental authorities, epidemics or quarantines, strikes, slow-downs, job actions or lockouts, inability to obtain material or transportation facilities from usual sources, or any conditions of similar nature beyond the reasonable control of ELCO or its suppliers and subcontractors. Upon the occurrence of a Force Majeure Event, ELCO shall notify Customer of the nature and extent of any expected interference with the Work, and all time periods set forth in the Contract Documents will be extended to the extent such Force Majeure Event caused actual delay. In no event will ELCO be liable for any delay, consequential, incidental, special, indirect or other damages suffered by Customer as a result of such Force Majeure Event.

WARRANTY—ELCO warrants that the work performed hereunder shall be done in a workmanlike manner and that all parts and components shall be free from defects in workmanship and materials. This warranty shall be effective for a period of ninety (90) days from the date the work is done or the part or component is installed or until the date on which this Agreement terminates, whichever first occurs. The Customer remedy, should any breach of the guarantee occur, shall be for ELCO to re-perform defective work or to repair or replace, at ELCO's option, any parts or components which are shown, to ELCO's satisfaction, to be defective, provided that notice is given by Customer to ELCO promptly upon discovery of the defect.



TERMINATION--ELCO may terminate this Agreement upon written notice to the Customer in the event that (1) any sums or monies due and payable under this Agreement are not paid when due; or (2) alterations, additions, or repairs are made to covered equipment by others. Either party may terminate this Agreement upon the anniversary date of this Agreement provided that written notice of such termination is received by the other party at least thirty (30) days prior to the anniversary date. ELCO reserves the right to deny service in the event of a past-due balance.

LIMITATION ON DAMAGES--ELCO's liability and Customer's recovery, for any injuries, losses, damages, expenses, costs or other liabilities arising out of any breach of this Contract by ELCO, or ELCO's other acts or omissions (including its negligence) shall be limited to the lesser of (i) the actual and direct costs incurred by Customer as a result of such breach, or other acts or omissions, or (ii) the yearly contract price set forth in this Agreement for the year in which such claim, loss or damage shall have been incurred. In no event shall either party be liable to the other for lost profits, punitive, special, consequential, indirect, exemplary or incidental damages.

DEFAULT AND REMEDIES--(a) If: (i) Customer fails to make payment, as and when required under this Agreement; (ii) Customer breaches or fails to perform at the time and in the manner herein specified any term, covenant or condition contained in this agreement; (iii) Customer files or has filed against it a petition in bankruptcy, or a custodian, receiver or trustee is appointed for Customer or for a substantial part of its assets, or Customer becomes insolvent or unable to pay its debts as they become due, or any substantial part of Customer's property becomes subject to levy, seizure, assignment, application or sale for or by any creditor or governmental agency; or (iv) Customer is acquired by or merges with any other entity, unless the assignment is assumed in writing by the new entity and such assumption is agreed upon by ELCO. (b) In the case of any of the foregoing events, each an "Event of Default," then ELCO shall without notice, demand or action terminate Customer's rights hereunder. (c) No right or remedy conferred upon or reserved to ELCO by these terms and conditions is exclusive of any other right or remedy granted herein or provided by law; all rights and remedies of ELCO conferred upon ELCO by these terms and conditions or by law are cumulative and in addition to every other right and remedy available to ELCO. (d) In the event of any default of failure specified above, Customer shall be liable for all costs and expenses incurred by ELCO in the enforcement of its rights hereunder (including reasonable attorney fees). (e) A waiver of one default by ELCO does not apply to any future or other default.

DISPUTES, CHOICE OF LAW AND COSTS--This contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall be submitted for resolution to the United States District Court for the Eastern District of Pennsylvania, or if jurisdiction cannot be had in that court, to the Commerce Program, Court of Common Pleas, Philadelphia County, Pennsylvania. In any such proceeding, the parties, and each of them, expressly waive their right to have any issue or dispute tried to a jury and expressly agree to have the matter tried to the Court alone sitting without a jury. ELCO and Customer hereby agree that such courts have jurisdiction over them and that venue in Philadelphia, Pennsylvania is proper. In the event it becomes necessary for ELCO to incur any costs or expenses in the collection of monies due, or to enforce any rights or privileges hereunder, the Customer shall, upon demand, reimburse ELCO for all such costs and expenses (including, but not limited to, reasonable attorney's fees). Actions by ELCO to collect monies due under this contract may be brought in any court of competent jurisdiction in lieu of arbitration.

EXPIRATION OF PROPOSAL--This proposal will be held firm for a period of 30 days. If it is accepted beyond such 30-day period, the proposal may be reviewed and adjusted as necessary to reflect changes in labor and material costs. All applicable sales taxes will be included in the invoice unless a current tax-exempt certificate is on file with ELCO.

ENTIRE AGREEMENT--When executed by the parties and approved by ELCO's authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in the Customer purchase order or otherwise), shall be binding on ELCO unless expressly agreed to in writing by ELCO's authorized representative.

From: [Dave Burman](#)
To: [Gloria Cugini](#)
Cc: [Aimee Cuthbertson](#)
Subject: FW: Haverford Township - West Chester Pike
Date: Thursday, November 30, 2023 09:51:19 AM
Attachments: ATT00001.png
Bid Request - West Chester Median Landscaping.pdf
ALL SEASONS LANDSCAPING INC -Bid Sheet.pdf

Motion to award a contract in the amount of \$21,490 to furnish and plant 35 trees in the West Chester Pike Media, including a 1-year maintenance period, to All Seasons Landscaping of Aston, PA....

From: Charles Faulkner <CFaulkner@Pennoni.com>
Sent: Tuesday, November 14, 2023 4:40 PM
To: STEVE@ASLPLANT.COM
Cc: Dave Burman <DBurman@HAVTWP.ORG>; Aimee Cuthbertson <ACuthbertson@HAVTWP.ORG>
Subject: Haverford Township - West Chester Pike

Hi Steve:

Following up on this project to let you know you were the low bidder.

The Township has awarded this project to your firm in accordance with the following breakdown:

| | |
|---|----------------|
| Base Bid: 25 trees w/a 1-year maintenance period | \$12,850 |
| Add Alt #2: 10 trees @ \$514/tree | \$5,140 |
| Add Alt #3: additional 1-year maintenance period | <u>\$3,500</u> |

TOTAL: \$21,490

In short, a total of 35 trees, with the 2-year maintenance period.

Will follow up with a letter.

Wanted to let you know right away so you can begin securing the trees.

Any questions, please let us know.

Thanks
Chuck

Charles Faulkner, PE

Pennoni

3100 Horizon Drive, Suite 200 | King of Prussia, PA 19406

Direct: +1 215-254-7751 | **Mobile:** +1 267-549-2836

www.pennoni.com | CFaulkner@Pennoni.com

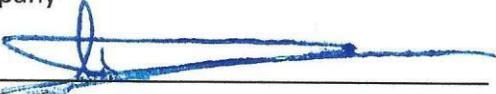
FORM OF PROPOSAL:

| <u>Item No.</u> | <u>Quantity/ Unit</u> | <u>Description</u> | <u>Estimated Total Cost</u> |
|--------------------------|-----------------------|---|--------------------------------------|
| A. Base Bid | | | |
| 1. | 1 L.S. | Furnishing and Planting of Twenty-Five (25) Trees on West Chester Pike median in accordance with the drawings for the lump sum of: <u>Twelve thousand eight hundred</u> <u>fifty and zero cents</u> Dollars | \$ <u>12,850.00</u> |
| TOTAL – BASE BID: | | | \$ <u>12,850.00</u> |
| B. Add Alternate | | | |
| 2. | 25 EA | Furnishing and Planting of Additional Trees of any species at the discretion of the Township in accordance with the drawings, price complete, in place per each: <u>Twelve thousand eight hundred</u> <u>fifty and zero cents</u> Dollars | \$ <u>514.00</u> \$ <u>12,850.00</u> |
| 3. | 1 LS | Additional 1-year Maintenance Period for all Trees Planted, price complete, in place for the lump sum of: <u>Three thousand five hundred and</u> <u>zero cents</u> Dollars | \$ <u>3,500.00</u> |

I CERTIFY THAT I HAVE THE AUTHORITY TO SUBMIT THE ABOVE QUOTE FOR THIS PROJECT AND ARE ABLE TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS AND WITHIN THE TIME FRAME INDICATED:

All Seasons Landscaping Co., Inc
Company

Stephen A. Gansz
Print Name


Signature

President
Title

Company Contact:

Company All Seasons Landscaping Co., Inc.

Address 3915 Market Street

City, State Aston, PA 19014

Contact Name/Title Stephen A. Gansz, President

Phone 610-494-8050

Fax 610-494-8054

E-mail STEVE@ASLPLANT.COM

MEMORANDUM

TO: Prospective Bidders

FROM: Charles Faulkner, PE
Pennoni Associates

DATE: November 2, 2023

SUBJECT: **West Chester Median Landscaping**
HAVTT22110

Haverford Township is accepting quotes for the planting of trees in the median of West Chester Pike from the intersection of North Eagle Road to the intersection of Darby Road.

The Scope of Work for this project includes furnishing and planting of approximately twenty (20) to thirty (30) trees within the median and the watering and maintenance of the trees for a period of 24-months in accordance with the enclosed drawing and details.

Please review the enclosed materials and e-mail a completed Form of Proposal to this office at the no later than **November 14, 2023, at 1:00PM.**

Attn: Charles Faulkner, PE
Pennoni Associates Inc.
3100 Horizon Drive
King of Prussia, PA 19406
E-mail: cfaulkner@pennoni.com
Ph: 215-254-7751

The contractor must be able to commence work no later than December 1, 2023, and complete all work, no later than December 19, 2023.

Prospective bidders are encouraged to visit the site prior to submitting their bid.

Work shall conform to the following documents (attached):

1. LIST OF DRAWINGS

- ◆ CM1001 SHEET SET LAYOUT OVERVIEW (dated 6/30/23)
- ◆ CM1002 TREE PLANTING PLAN (dated 6/30/23)
- ◆ CM1003 TREE PLANTING PLAN (dated 6/30/23)
- ◆ CM1004 TREE PLANTING PLAN (dated 6/30/23)
- ◆ CM1005 TREE PLANTING PLAN (dated 6/30/23)
- ◆ CM6001 DETAILS (dated 6/30/23)
- ◆ CM7001 MAINTENANCE & PROTECTION OF TRAFFIC NOTES & FIGURE (dated 6/30/23)

2. INSURANCE

The low bidder will be required to provide proof of insurance in accordance with the following minimum requirements:

- General Liability \$1,000,000 (minimum) each occurrence
- Auto Liability \$1,000,000 (minimum) each occurrence
- Workmen's Compensation meeting minimum State requirements.
- All policies other than worker's compensation shall name the Owner and Engineer, and their officers, agents, and employees as additional insureds on a primary and noncontributory basis, including completed operations. All policies shall provide a waiver of subrogation in favor of the additional insureds.

Should you have any further questions or concerns, please contact Charles Faulkner @ (215) 254-7751 or cfaulkner@pennoni.com.

cc: David R. Burmann, Township Manager, via email

Enclosures

FORM OF PROPOSAL:

| <u>Item No.</u> | <u>Quantity/ Unit</u> | <u>Description</u> | <u>Estimated Total Cost</u> |
|--------------------------|-----------------------|---|-----------------------------|
| A. Base Bid | | | |
| 1. | 1 L.S. | Furnishing and Planting of Twenty-Five (25) Trees on West Chester Pike median in accordance with the drawings for the lump sum of: _____ Dollars | \$ _____ |
| TOTAL – BASE BID: | | | \$ _____ |
| B. Add Alternate | | | |
| 2. | 25 EA | Furnishing and Planting of Additional Trees of any species at the discretion of the Township in accordance with the drawings, price complete, in place per each: _____ Dollars | \$ _____ |
| 3. | 1 LS | Additional 1-year Maintenance Period for all Trees Planted, price complete, in place for the lump sum of: _____ Dollars | \$ _____ |

I CERTIFY THAT I HAVE THE AUTHORITY TO SUBMIT THE ABOVE QUOTE FOR THIS PROJECT AND ARE ABLE TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS AND WITHIN THE TIME FRAME INDICATED:

Company

Print Name

Signature

Title

Company Contact:

Company _____

Address _____

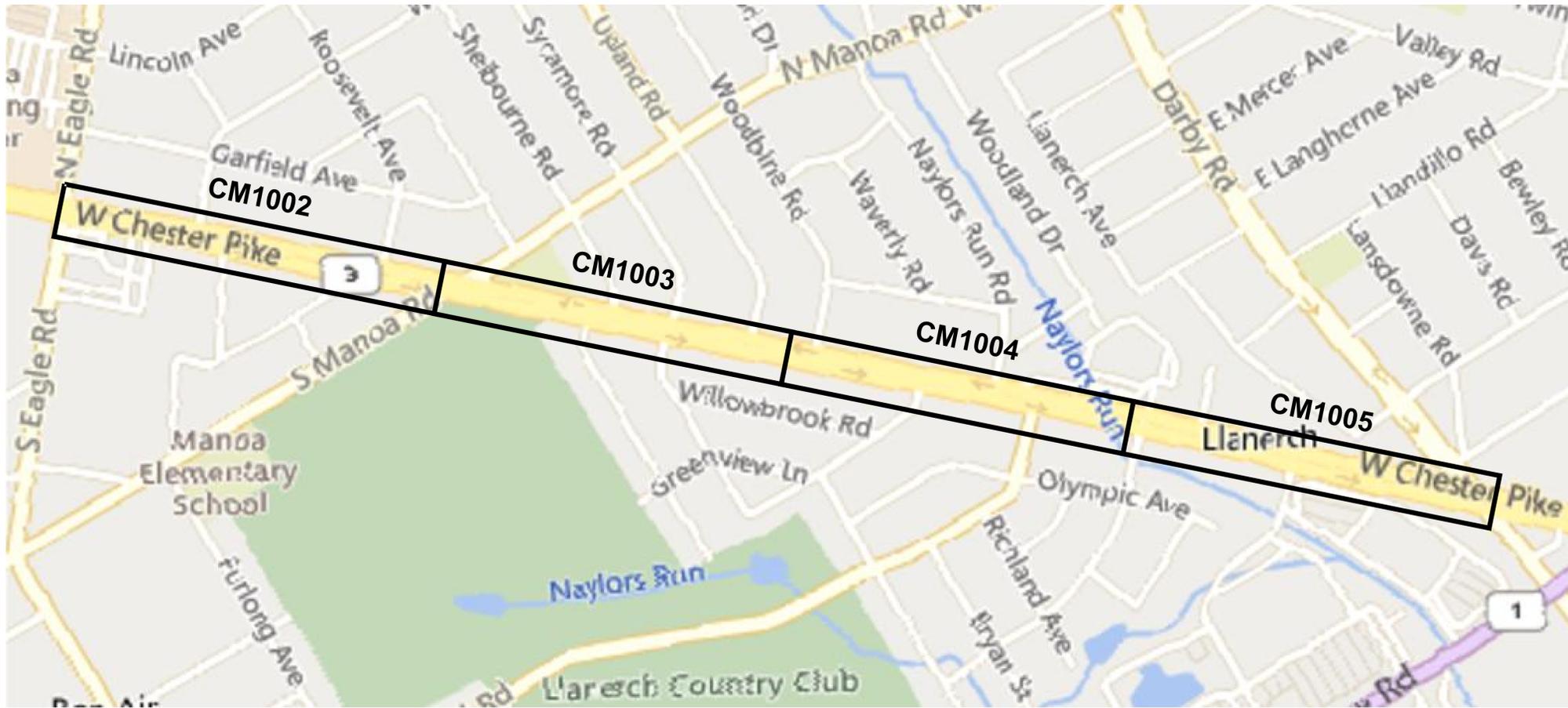
City, State _____

Contact Name/Title _____

Phone _____

Fax _____

E-mail _____



UTILITY LIST:

ALL DESIGNERS AND CONTRACTORS UTILIZING THIS PLAN AND THE INFORMATION CONTAINED THEREON ARE CAUTIONED TO COMPLY WITH THE REQUIREMENTS OF PENNSYLVANIA ACT 287 OF 1974, AS AMENDED.

- PECO ENERGY PHONE #: 610-725-7160
BERWYN SERVICE BUILDING
1050 W. SWEDSFORD RD
BERWYN, PA 19132
- AQUA PENNSYLVANIA PHONE #: 610-328-9271
762 LANCASTER AVENUE
BRYN MAWR, PA 19010
- VERIZON PENNSYLVANIA INC PHONE #: 302-995-5440
1625 NEWPORT GAP PIKE, ROOM 1
MARSHALTON, DE 19808
- HAVERTOWN TOWNSHIP PHONE #: 610-446-1000
1014 DARBY ROAD
HAVERTOWN, PA 19083
- COMCAST CABLE COMMUNICATIONS PHONE #: 800-266-2278
75 EAST LANCASTER AVENUE
ARDMORE, PA 19003

GENERAL NOTES:

1. ALL CONTRACTORS WORKING ON THIS PROJECT SHALL COMPLY WITH REQUIREMENTS PROVIDED FOR IN PENNSYLVANIA'S UNDERGROUND UTILITY LINE PROTECTION ACT 287 (1974) AS AMENDED BY ACT 121 (2008).
2. THE CONTRACTOR MUST COMPLY WITH ALL US DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS AS REVISED 1995. SHALL ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN ACCORDANCE WITH PENNDOT SPECIFICATION PUBLICATION 408/2007, LATEST REVISION, AND SHALL MEET OR EXCEED THE LOCAL MUNICIPALITY'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
3. ALL CONSTRUCTION MATERIALS SHOULD BE SUPPLIED BY MANUFACTURERS LISTED IN PENNDOT PUBLICATION 35, BULLETIN 15.
4. THE EXISTING UTILITIES ARE BASED ON INFORMATION PROVIDED BY THE UTILITY COMPANIES VIA PLANS AND SITE MARKOUT. VERTICAL INFORMATION IS PROVIDED VIA RESPONDING USER'S PLAN AND IS APPROXIMATE. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE PENNSYLVANIA ONE CALL SYSTEM (PHONE: 1-800-242-1776) THREE WORKING DAYS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL UTILITY MARKINGS WITHIN THE PROJECT LIMITS FOR THE DURATION OF THE PROJECT. IF UTILITY MARKINGS ARE OBLITERATED, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING PA ONE CALL FOR MARKOUT.
6. CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.
7. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
8. PENNONI ASSOCIATES INC MAKES NO CLAIM AS TO THE ACCURACY OF THE UNDERGROUND UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE DEPTH OF THE EXISTING UTILITIES; IN THE EVENT OF A UTILITY CONFLICT, THE ENGINEER OF WORK SHALL BE NOTIFIED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY BACKFILLING AND COMPACTING ALL TRENCHES. NO TRENCHES ARE TO BE LEFT OPEN AFTER COMPLETION OF WORK FOR THE DAY. ALL CONSTRUCTION AREAS ARE TO BE KEPT IN A CONDITION THAT ALLOWS FOR SAFE MOVEMENT OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. ANY EXCESS MATERIAL FROM TRENCHING SHALL BE DELIVERED TO A LAWFUL SITE LOCATION BY THE CONTRACTOR AT THEIR OWN EXPENSE.
10. THE PERMITTEE SHALL INSURE THAT THE SIGHT DISTANCE OF THE DRIVEWAYS SERVICING PROPERTIES WITHIN THE LIMITS OF WORK OR AT PUBLIC INTERSECTIONS IS NOT REDUCED UNLESS EXISTING AND PROPOSED VALUES EXCEED THE DESIRABLE VALUES SPECIFIED IN THE PENNSYLVANIA CODE, TITLE 67, TRANSPORTATION, CHAPTER 441.8(H)(1) AS A RESULT OF THE WORK PERFORMED IN ACCORDANCE WITH THE STATE HIGHWAY OCCUPANCY PERMIT.
11. PEDESTRIANS MUST BE ACCOMMODATED AT ALL TIMES DURING CONSTRUCTION.

12. EMPLOY CONSTRUCTION METHODS AND MEANS THAT KEEP DUST TO A MINIMUM. PROVIDE FOR THE DISTRIBUTION OF WATER ON THE PROJECT FOR THE PURPOSE OF LIMITING DUST. THE MATERIALS AND METHODS USED FOR WATER LAYING ARE SUBJECT TO THE APPROVAL OF THE ENGINEER. PROVIDE FOR THE PROMPT REMOVAL FROM EXISTING PAVING OF ALL DIRT AND OTHER MATERIALS THAT HAVE SPILLED, WASHED UPON, OR OTHERWISE DEPOSITED THEREON BY HAULING AND OTHER OPERATIONS. PROVIDE A STREET SWEEPER TO PICK UP ANY TRACKING FROM CONSTRUCTION VEHICLES FOR THIS PROJECT.
13. NO TRACKING OF MUD OR SEDIMENT SHALL BE PERMITTED ONTO PUBLIC ROADS AND OUTSIDE THE LIMITS OF CONSTRUCTION. REMOVE ANY SEDIMENT TRACKED ONTO PUBLIC ROADWAYS AND RETURN TO THE CONSTRUCTION SITE.
14. DETAILS OTHER THAN THOSE INDICATED ARE ON THE FOLLOWING STANDARD DETAILS FROM PENNDOT PUBLICATION 72M. THE PERMITTEE IS REQUIRED TO PROVIDE THE CONTRACTOR WITH COPIES OF THE MOST CURRENT APPLICABLE RC DRAWINGS FROM PENNDOT PUBLICATION 72M.

| STANDARD DRAWING NUMBER | DRAWING DATE |
|-------------------------|-------------------|
| RC-28M | FEBRUARY 8, 2019 |
| RC-64M | FEBRUARY 19, 2021 |
| RC-65M | DECEMBER 17, 2021 |
| RC-67M | FEBRUARY 19, 2021 |
| RC-70M | FEBRUARY 8, 2019 |
| RC-72M | FEBRUARY 8, 2019 |

15. ALL WORK IN PENNDOT RIGHT-OF-WAY IS TO BE BUILT IN ACCORDANCE WITH:
 1. PENNDOT PUBLICATION 213 (67 PA CODE, CHAPTER 212)
 2. PENNDOT PUBLICATION 212, OFFICIAL TRAFFIC CONTROL DEVICES
 3. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - LATEST ADOPTED VERSION
16. **THIS WORK MUST BE COMPLETED DURING DAYTIME HOURS ONLY BETWEEN 9:00 AM AND 3:00 PM MONDAY THROUGH FRIDAY UNLESS WRITTEN PERMISSION IS PROVIDED BY THE TOWNSHIP.**
17. UTILITIES ARE PRESENT WITHIN THE MEDIAN AT VARIOUS LOCATIONS. THESE UTILITIES INCLUDE BUT ARE NOT LIMITED TO: WATER, SANITARY SEWER, STORM SEWER, GAS, ELECTRIC AND CONDUIT/WIRING FOR TRAFFIC SIGNALS AND STREET LIGHTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETE A PA ONE CALL TO HAVE ALL UTILITIES MARKED WITHIN THE MEDIAN PRIOR TO STAKING OUT THE LOCATIONS OF THE TREES. THE CONTRACTOR MUST ALSO USE AN APPROPRIATE LEVEL. A CARE IN EXCAVATING IN THOSE AREAS CLOSE TO UTILITIES. **HAND EXCAVATION SHALL BE EMPLOYED IN ALL AREAS WHERE A UTILITY IS WITHIN 5- FEET OF THE PROPOSED LOCATION OF THE TREE.**
18. **THE CONTRACTOR WILL ONLY BE PERMITTED TO WORK ON ONE (1) "SECTION" OF THE MEDIAN AT A TIME. A "SECTION" IS DEFINED AS THE CONTINUOUS GRASS AREA BETWEEN INTERSECTIONS, BETWEEN AN INTERSECTION AND A BREAK IN THE MEDIAN OR BETWEEN TWO (2) BREAKS IN THE MEDIAN.**
19. NO WORK SHALL OCCUR DURING RAIN, SNOW, FOG OR OTHER INCLEMENT WEATHER CONDITIONS THAT WOULD DECREASE THE VISIBILITY OF MOTORISTS, INCREASE THE SAFE STOPPING DISTANCE FOR VEHICLES AND/OR CAUSE A POTENTIAL HAZARD TO MOTORIST, PEDESTRIANS AND/OR WORKERS.
20. ALL WORK AND OR EQUIPMENT SHALL NOT BLOCK OR RESTRICT ANY

PEDESTRIAN WAY.

21. THE CONTRACTOR MUST PROTECT ALL CURBING, SIDEWALK, INLETS, SIGNAGE, SIGNAL BOXES, MANHOLES AND ANY OTHER INFRASTRUCTURE WITHIN THE WORK AREA. ANY DAMAGE MUST BE RESTORED BY THE CONTRACTOR AT THEIR EXPENSE.
22. ALL GRASS AREAS DISTURBED BY THE CONTRACTOR'S OPERATION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
23. ALL EXISTING TREES AND GARDEN AREAS ARE TO REMAIN. THE CONTRACTOR SHALL PROTECT THESE AREAS FROM DAMAGE, AND REPAIR/REPLACE AND DAMAGE TO THE SATISFACTION OF THE TOWNSHIP.
24. THE LOCATION OF ALL TREES INDICATED ON THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL STAKE ALL LOCATIONS AFTER ALL UTILITIES HAVE BEEN MARKED AND A MINIMUM OF TEN (10) WORKING DAYS PRIOR TO INSTALLATION. A TOWNSHIP REPRESENTATIVE WILL REVIEW THE LOCATIONS AND ADJUST THEM AS NECESSARY. THE CONTRACTOR WILL BE NOTIFIED WHEN THE LOCATIONS HAVE BEEN FINALIZED.
25. ALL EXCESS EXCAVATED MATERIAL MUST BE REMOVED FROM THE MEDIAN EVERYDAY. NO MATERIAL SHALL BE LEFT IN THE MEDIAN.
26. PROPOSED TREE LOCATIONS FOR BIDDING PURPOSES ONLY. SUBJECT TO CHANGE IN FIELD.
27. LOCATION OF BASE BID TREES AND ALTERNATE TREES (IF SELECTED) TO BE DETERMINED BY THE TOWNSHIP.

| PROPOSED TREES | |
|----------------|-------|
| SPECIES | COUNT |
| RED MAPLE | 13 |
| HONEY LOCUST | 5 |
| CONCOLOR FIR | 7 |
| WILLOW OAK | 4 |
| SERVICEBERRY | 8 |
| REDBUD | 9 |
| CRABAPPLE | 4 |

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCOMMODATIONS FOR ALL VEHICLES ENTERING/EXITING FROM SIDE STREETS AND DRIVEWAYS AND CROSSING THROUGH THE MEDIAN.
2. ALL TRAFFIC CONTROL MUST BE IN ACCORDANCE WITH PENNDOT STANDARDS, PUBLICATION 213, LATEST EDITION. ATTACHED FIGURE PATA 125-B MUST BE UTILIZED FOR THIS WORK.
3. ALL TRAFFIC CONTROL DEVICES MUST BE IN PLACE PRIOR TO COMMENCEMENT OF ANY WORK AND REMAIN IN PLACE FOR THE DURATION OF THE WORK.
4. **EMERGENCY VEHICLES MUST BE ACCOMMODATED THROUGH THE WORK AREA AT ALL TIMES**
5. THE CONTRACTOR MUST LIMIT THE NUMBER OF VEHICLES NEEDED TO BE PARKED ADJACENT TO THE WORK AREA. ALL VEHICLES MUST BE LOCATED WITHIN THE "WORK AREA" DESIGNATED ON THE TRAFFIC CONTROL FIGURE.
6. ALL WORK AND EQUIPMENT SHALL AT NO TIME BLOCK THE SIGHT DISTANCE OF VEHICLES IN ANY DIRECTION.

PA ACT 287 OF 1974 AS AMENDED BY ACT 121 OF 2008

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND STRUCTURES AND UTILITIES, SUCH AS WATER MAINS, SEWERS, TELEPHONE, GAS AND ELECTRIC CONDUITS, ETC. AND ABOVE GROUND UTILITIES, WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION OPERATIONS. TEST HOLES SHALL BE DUG TO DETERMINE THE POSITION OF THE UNDERGROUND STRUCTURES AND UTILITIES, OR THE CONTRACTOR SHALL ARRANGE WITH THE OWNERS OF SUCH UNDERGROUND STRUCTURES AND UTILITIES TO ASSIGN A REPRESENTATIVE TO MARK THE LOCATIONS. THE CONTRACTOR SHALL PAY THE COST OF DIGGING TEST HOLES AND LIKEWISE HE SHALL PAY THE COST OF THE SERVICE OF THE REPRESENTATIVES OF THE OWNERS OF SUCH UTILITIES FOR LOCATING THE SAID UTILITIES. THE COST OF DETERMINING THE LOCATIONS IS TO BE INCLUDED IN THE PRICES BID. THE LOCATIONS AND DEPTH OF EXISTING STRUCTURES AND UTILITIES AS SHOWN IN THE CONTRACT DOCUMENTS IS SIMPLY FOR THE GUIDANCE OF THE CONTRACTOR AND HAVE NOT BEEN FIELD LOCATED. SINCE THE INFORMATION IS AS FURNISHED BY THE RESPECTIVE UTILITIES, OR TAKEN FROM NON-AS-BUILT PLANS, THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE PLANS IN THIS RESPECT.

SERIAL NO(S): 20232072021

PENNSYLVANIA ONE CALL SYSTEM, INC.
925 IRWIN RUN ROAD
WEST MIFFLIN, PENNSYLVANIA
15122-1078



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA, CALL 1-800-242-1776. NON-MEMBERS MUST BE CONTACTED DIRECTLY. PA LAW REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.



PENNONI ASSOCIATES, INC.
8890 McGaw Road, Suite 100
Columbia, MD 21045
T 410.997.8900 F 410.997.9282

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

WEST CHESTER MEDIAN LANDSCAPING
WEST CHESTER PIKE
HAVERTOWN, PA 19083

SHEET SET LAYOUT OVERVIEW

HAVERTOWN TOWNSHIP
1014 DARBY ROAD
HAVERTOWN, PA 19083

| NO. | DATE | REVISIONS | BY |
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| PROJECT | HAVTT22110 |
| DATE | 2023-06-30 |
| DRAWING SCALE | 1"=300' |
| DRAWN BY | RG |
| APPROVED BY | CF |

CM1001
SHEET 1 OF 7

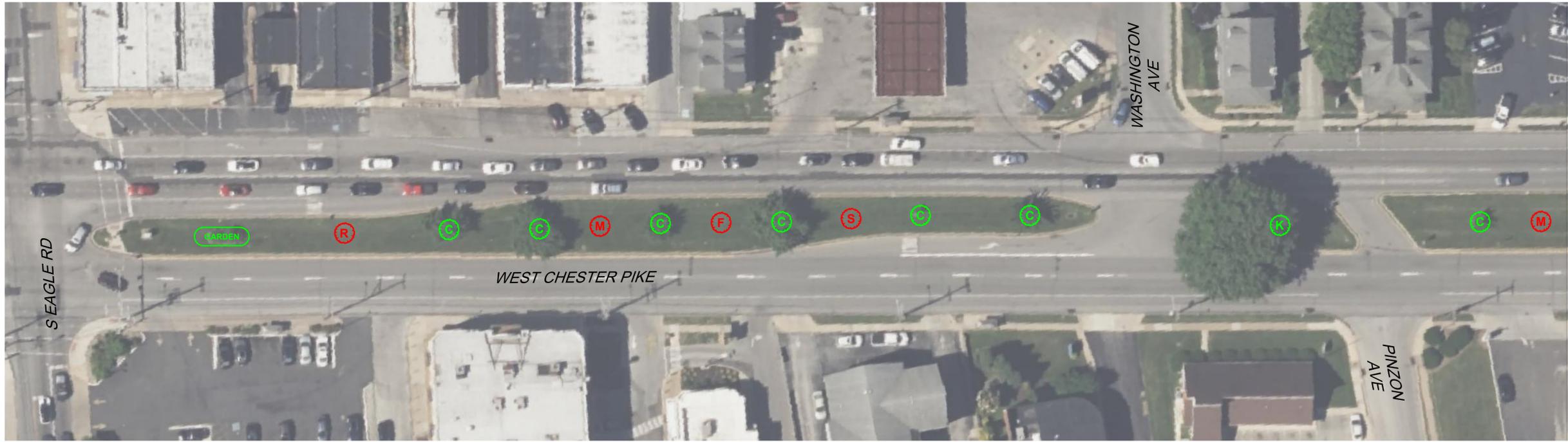
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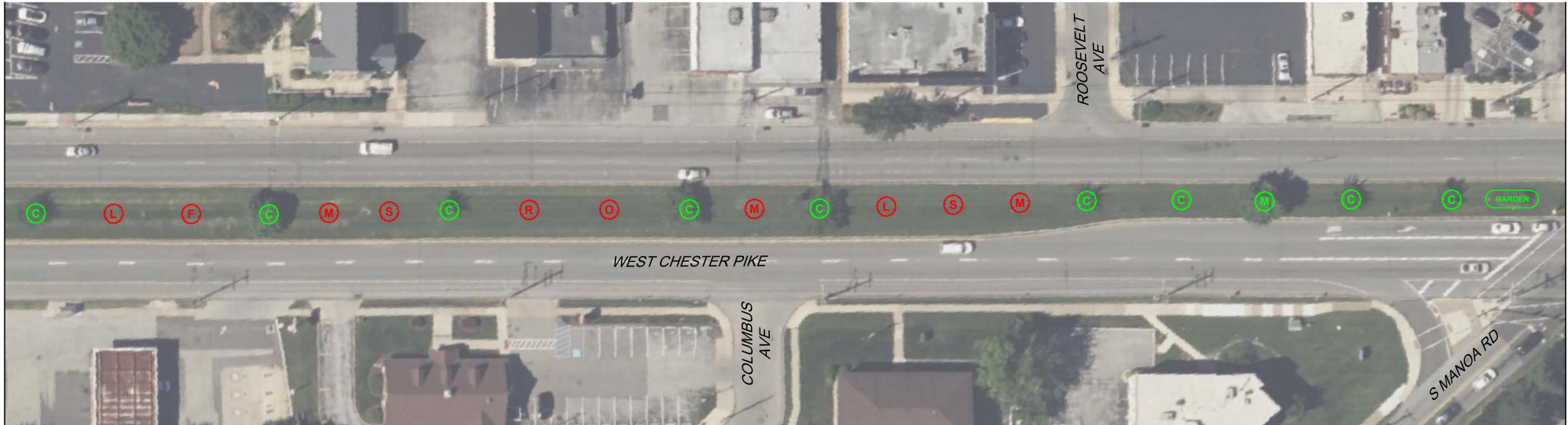
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PROJECT STATUS: PLOTTED - Pennoni NCS.dwg

PROJECT STATUS: ---



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MATCH LINE - THIS SHEET ABOVE

MATCH LINE - SHEET CM1003

| EXISTING TREES Ⓐ | |
|---|---------|
| SPECIES | MAP KEY |
| KWANZAN CHERRY | C |
| KATSURA | K |
| HONEY LOCUST | L |
| WHITE PINE | W |
| BRADFORD PEAR | P |
| GINKO | G |
| RED MAPLE | M |

| PROPOSED TREES Ⓐ | |
|---|---------|
| SPECIES | MAP KEY |
| RED MAPLE | M |
| HONEY LOCUST | L |
| CONCOLOR FIR | F |
| WILLOW OAK | O |
| SERVICEBERRY | S |
| REDBUD | R |
| CRABAPPLE | A |

LEGEND:

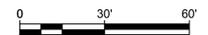
EXISTING GARDEN AREA GARDEN

EXISTING TREE Ⓐ

PROPOSED TREE Ⓐ

NOTES:

- PROPOSED TREE LOCATIONS FOR BIDDING PURPOSES ONLY. SUBJECT TO CHANGE IN FIELD.
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WEST CHESTER MEDIAN LANDSCAPING

WEST CHESTER PIKE
 HAVERTOWN, PA 19083

TREE PLANTING PLAN

HAVERFORD TOWNSHIP
 1014 DARBY ROAD
 HAVERTOWN, PA 19083

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PROJECT **HAVTT22110**
 DATE 2023-06-30
 DRAWING SCALE 1"=30'
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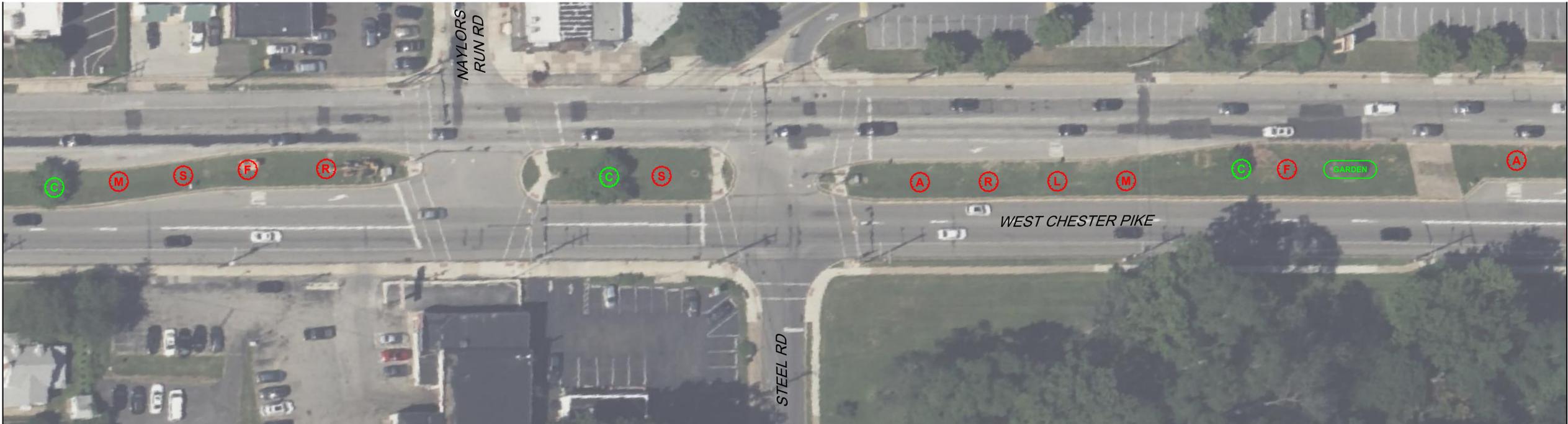
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MATCH LINE - SHEET CM1005



| EXISTING TREES Ⓐ | |
|---|---------|
| SPECIES | MAP KEY |
| KWANZAN CHERRY | C |
| KATSURA | K |
| HONEY LOCUST | L |
| WHITE PINE | W |
| BRADFORD PEAR | P |
| GINKO | G |
| RED MAPLE | M |

| PROPOSED TREES Ⓐ | |
|---|---------|
| SPECIES | MAP KEY |
| RED MAPLE | M |
| HONEY LOCUST | L |
| CONCOLOR FIR | F |
| WILLOW OAK | O |
| SERVICEBERRY | S |
| REDBUD | R |
| CRABAPPLE | A |

LEGEND:

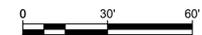
EXISTING GARDEN AREA GARDEN

EXISTING TREE Ⓐ

PROPOSED TREE Ⓐ

NOTES:

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T 410.997.8900 F 410.997.9282

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WEST CHESTER MEDIAN LANDSCAPING

WEST CHESTER PIKE
HAVERTOWN, PA 19083

TREE PLANTING PLAN

HAVERFORD TOWNSHIP
1014 DARBY ROAD
HAVERTOWN, PA 19083

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PROJECT **HAVTT22110**
DATE 2023-06-30
DRAWING SCALE 1"=30'
DRAWN BY RG
APPROVED BY CF

CM1004

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| EXISTING TREES Ⓐ | |
|---|---------|
| SPECIES | MAP KEY |
| KWANZAN CHERRY | C |
| KATSURA | K |
| HONEY LOCUST | L |
| WHITE PINE | W |
| BRADFORD PEAR | P |
| GINKO | G |
| RED MAPLE | M |

| PROPOSED TREES Ⓐ | |
|---|---------|
| SPECIES | MAP KEY |
| RED MAPLE | M |
| HONEY LOCUST | L |
| CONCOLOR FIR | F |
| WILLOW OAK | O |
| SERVICEBERRY | S |
| REDBUD | R |
| CRABAPPLE | A |

LEGEND:

EXISTING GARDEN AREA GARDEN

EXISTING TREE A

PROPOSED TREE A

NOTES:

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 T 410.997.8900 F 410.997.9282

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WEST CHESTER MEDIAN LANDSCAPING
 WEST CHESTER PIKE
 HAVERTOWN, PA 19083

TREE PLANTING PLAN

HAVERTOWN TOWNSHIP
 1014 DARBY ROAD
 HAVERTOWN, PA 19083

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PROJECT **HAVTT22110**
 DATE 2023-06-30
 DRAWING SCALE 1"=30'
 DRAWN BY RG
 APPROVED BY CF

CM1005
 SHEET 5 OF 7

NOTES:
 USE DIGGING FORK NOT SPADE
 TO PREVENT GLAZING OF PIT EDGES

PRUNE ONLY TO REMOVE
 DEAD AND BROKEN BRANCHES.

SET PLANTS PLUMB AND FACE TO GIVE
 THE BEST APPEARANCE OR RELATIONSHIP
 TO ADJACENT AREAS.

DO NOT USE TREE WRAP.

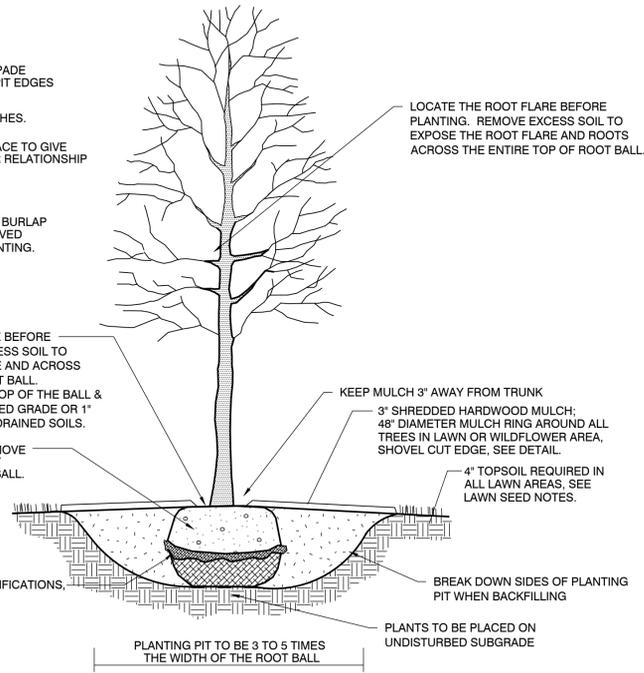
IF SYNTHETIC OR TREATED BURLAP
 IS USED, IT MUST BE REMOVED
 COMPLETELY BEFORE PLANTING.

LOCATE THE ROOT FLARE BEFORE
 PLANTING. REMOVE EXCESS SOIL TO
 EXPOSE THE ROOT FLARE AND ACROSS
 THE ENTIRE TOP OF ROOT BALL.

SET TREE SO THAT THE TOP OF THE BALL &
 ROOT FLARE IS AT FINISHED GRADE OR 1"
 TO 2" ABOVE IN POORLY DRAINED SOILS.

FOLD DOWN AND/OR REMOVE
 BURLAP OR WIRE BASKET
 FROM TOP 1/2 OF ROOT BALL.

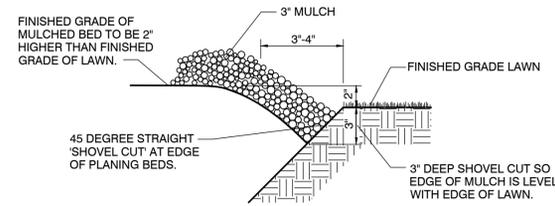
PLANTING MIX, SEE SPECIFICATIONS,
 WATER THOROUGHLY TO
 ELIMINATE AIR POCKETS.



TREE PLANTING IN LAWN OR BED

DETAIL- DECIDUOUS TREE PLANTING

N.T.S.



TYPICAL EDGE - MULCH TO LAWN

DETAIL- TYPICAL MULCH EDGES

N.T.S.

U:\Account\HAWTTT22110 - West Chester Pkw Median Landscaping\CS600A_SHEETS\C60001.dwg PLOTTED: 11/22/2023 10:10 PM BY: Ryan Colwell PROJECT STATUS:



PENNONI ASSOCIATES INC.
 8890 McGaw Road, Suite 100
 Columbia, MD 21045
 T 410.997.8900 F 410.997.9282

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
 AND OWNER MUST BE NOTIFIED OF ANY
 DISCREPANCIES BEFORE PROCEEDING WITH WORK

WEST CHESTER MEDIAN LANDSCAPING

WEST CHESTER PIKE
 HAVERTOWN, PA 19083

DETAILS

HAVERTOWN TOWNSHIP
 1014 DARBY ROAD
 HAVERTOWN, PA 19083

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 OR ADAPTATION BY PENNONI ASSOCIATES FOR THE
 SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS
 SOLE RISK AND WITHOUT LIABILITY OR LEGAL
 EXPOSURE TO PENNONI ASSOCIATES AND OWNER
 SHALL INDEMNIFY AND HOLD HARMLESS PENNONI
 ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND
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| PROJECT | HAVTT22110 |
| DATE | 2023-06-30 |
| DRAWING SCALE | NTS |
| DRAWN BY | RG |
| APPROVED BY | CF |

SECTION 01001

SPECIAL PROVISIONS

1.1 SECTION INCLUDES

- A. This contract includes the installation of approximately twenty (20) to thirty (30) trees within the median of West Chester Pike in Haverford Township between Darby Road and Eagle Road. The number of trees and award of any alternate trees will be at the be discretion of the Township in accordance with the budget for this project.
- B. **The alternate bid for the additional trees will be awarded at the discretion of the Township. The Township has the right to award no alternate bid, the entire alternate bid or any amount in between. All provisions/requirements included in the Base Bid also applies to the Alternate bid.**

1.2 QUALIFICATIONS

- A. Each prospective bidder must demonstrate that they have in the past completed projects of similar scope and magnitude.
- B. **BIDDERS MAY NOT BE CONSIDERED UNLESS THEY DEMONSTRATE THAT THEY HAVE SATISFACTORILY COMPLETED A MINIMUM OF TWO (2) SIMILAR PROJECTS FOR SIMILAR WORK IN AN AMOUNT OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE TOTAL PRICE OF THE PROPOSED CONTRACT.**
- C. Each prospective bidder shall be required to submit with their sealed proposal a detailed list of work outlining similar projects they have completed. This list as a minimum shall include the following:
 - 1. Location of Project.
 - 2. Owner's Name and Address.
 - 3. Total Contract Amount (including change orders).
 - 4. Dates work was performed.
 - 5. Detailed narrative of work performed.
 - 6. Name, address and telephone number of contact person for the awarding agency.
- D. Any proposal not accompanied by the above qualifications statement may be deemed non-responsive and may not be considered by the Owner.

HAVTT 22110

01001-1

1.3 SCHEDULE AND MILESTONE DATES

- A. Work shall commence as soon as possible after award. The contractor shall provide a minimum five (5) working day notice to the Township prior to commencement of work.
- B. **Work shall only be completed during weekdays, Monday through Friday, unless permission is granted by the Township.**
- C. **All work shall be performed between the hours of 9:00am and 3:00pm, per PennDOT requirements.** No traffic restrictions shall occur or other work shall be completed outside these time restrictions.
- D. **All trees shall be installed by December 19, 2023, unless permission is granted by the Township.**

1.4 STORED MATERIALS AND EQUIPMENT

- A. To limit disruption to traffic on West Chester Pike, the contractor shall deliver and position all trees in the approximate area of where they will be planted at the same time unless written permission is provided by the Township.
- B. **The contractor will not be permitted to store any equipment within the shoulder, or parking areas of West Chester Pike. All equipment shall be stored within the median or outside of the Right-of-Way of West Chester Pike.**
- C. **When planting of the trees is occurring, the Contractor shall utilize the grass median area for storage of materials and equipment. Storage locations shall at no time block sight distance for any intersection, median crossing or travel lane and shall not present a hazard or other encumbrance to any pedestrians crossing the median.**
- D. The contractor shall be fully aware of the above stipulations and shall take this into consideration when preparing his bid. It shall be assumed he has prepared his bid and entered into contact in full contemplation of these stipulations.

1.5 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The Contractor shall not close any travel lane on West Chester Pike for this work. If closure of a travel lane is needed for an unforeseen reason, the contractor must obtain PennDOT permission.
- B. To limit disruption to traffic on West Chester Pike, the contractor must deliver and position all trees in the approximate area of where they will be planted at the

HAVTT 22110
01001-2

same time. Portions of the turning lanes shall be utilized for this work. Temporary maintenance and protection of traffic in accordance with the specifications and PennDOT Publication 213 will be required for this aspect of the work.

- C. The contractor shall at no time block sight distance for any intersection, median crossing or travel lane. The contractor must also maintain all travel lanes, tuning lanes and median crossings for access by emergency vehicles.

1.6 WARRANTY/MAINTENANCE OF TREES

- A. The contractor shall be responsible to warranty and maintain all of trees planted for a period of one (1) year from the date of installation per the requirements of the specifications, Section 329300. The cost of this work shall be included in the cost of the associated with furnishing/installation of the trees.
- B. An additional one (1) year extended warranty is included as an alternate item in the contract. The Township has the right to award this alternate as the budget permits. The requirements under the extended warranty shall be the same as those under the base one (1) year warranty.

1.7 PUBLIC UTILITIES

- A. The Contractor is required to fully inform himself concerning location of public utilities on, under or over the project which may or may not interfere with his operations. **The Contractor shall be required to perform a PA One Call in accordance with PA Act 287 of 1974 as amended by Act 121 of 2008 a minimum of 14-working days prior to installation of the trees. Based on the mark outs provided, the Township will adjust the locations of those trees to be installed as necessary to avoid installation in close proximity to any existing underground utilities. The requirement does not release the Contractor from using special care in execution of their work in order to avoid interference or damage to any utility or fulfilling all other requirements associated with PA Act 287 of 1974 as amended by Act 121 of 2008.**
- B. The Contractor shall note that both underground and above ground public utilities may be in close proximity to the proposed work. The Contractor shall be responsible for both protecting these utilities. This work shall be included within the Contractors bid prices and should be completed at no additional cost to the Owner.
- C. The Contractor shall be fully aware of the above stipulations and shall take them into consideration when preparing his bid. It shall be assumed he has prepared his bid and entered into contract in full contemplation of these stipulations.

HAVTT 22110
01001-3

1.8 MAINTENANCE OF EXISTING FEATURES IN MEDIAN

- A. The Contractor shall be required to maintain all existing feature in the median including but not limited to: traffic signals, signs, lights, trees, drainage structures, manholes, curbing, curb ramps or any feature including overhead and underground facilities.
- B. The contractor shall also be required to use the smallest equipment possible any all other reasonable protective devices to complete the work and minimize any disturbance to the median area. The contractor is responsible to restore all disturbed areas to their original condition.

1.9 DISPOSAL OF MATERIAL

- A. The Contractor is responsible for the removal and legal disposal of any trash, surplus soil or other material, and all other associated debris associated with this work.

1.10 FAILURE TO PERFORM WORK IN ACCORDANCE WITH SPECIFICATIONS

- A. If during the duration of this contract, the contractor fails or refuses to perform work in accordance with the specifications and/or the direction of the Owner or Engineer, the Owner, may at his discretion, order the contractor to correct the deficient work and may hold the dollar value of such deficient work from any monies due or become due to the contractor until the work is corrected to his satisfaction. If such an instance occurs, the Contractor shall have no claim for extra time and/or money as a result of any circumstances related to the deficient work included but not limited to any delays of future work, delivery of materials or interest earned on the monies withheld.

The Contractor shall take the above into consideration when preparing his bid and it shall be assumed that he has prepared his bid and entered into contract in full contemplation of these stipulations.

1.11 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT (ACT 127 OF 2012)

- A. The successful bidder and all subcontractors must comply with Act 127 of 2012 regarding employee verification. It is the contractor's responsibility to comply with this act. However, all contractors and subcontractors must submit to the Owner executed Public Works Employment Verification Forms with the signed contract.

END OF SECTION

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a Unit Price payment method and stipulated Lump Sum method.
- B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

- A. Measurement methods delineated in the individual specification sections, if any, are intended to complement the criteria of this section.
- B. The Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Form of Proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit or lump sum prices contracted.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by Number: Will be measured by the actual number of completed items installed.
- B. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.

- D. Linear Measurement: Measured by linear dimension
- E. Stipulated Lump Sum or Unit Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services and all incidental work; erection, application or installation of an item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products placed beyond the lines and levels of the required Work.
 4. Products remaining on hand after completion of the Work.
 5. Loading, hauling, and disposing of rejected Products.

PART 2 - GENERAL

2.1 GENERAL

- A. Payment for materials furnished and work done under this contract will be made as hereinafter stipulated for the amount of materials furnished and work performed under authorization of Engineers, or their authorized representative, and in accordance with their measurements. Contractor shall not be entitled to receive additional compensation for any work or materials except as shall be authorized by written order of the Owner.
- B. The following items, classifying the various kinds of work, refer to respective items bid in the "Form of Bid":

BASE BID:

Item 1: Payment for “Furnishing, Planting and Maintenance of Trees on West Chester Pike Median” will be made at the lump sum price bid in "Form of Proposal." Payment will be made for all trees installed as indicated on the plans and approved by the Township. Price shall include: coordination with the Township; completion of a PA one call for mark out of utilities; site meeting with the Township to review/adjust layout to avoid utilities; maintenance and protection of vehicular and pedestrian traffic for the duration of the work; furnishing and planting of all trees indicated **to be planted anywhere in the median between Eagle Road and Darby Road** including but not limited to: documentation from nursery, unclassified excavation; furnishing and installation of soil amendments and fertilizer, backfilling, staking of the trees, and mulching; cleanup; removal and legal disposal of all excess material; **watering and maintenance of all installed material for a period of Twelve (12) months from the installed date including but not limited to: watering; fertilizing; re-staking and replacement of any dead trees with similar sized trees of the same species**, restoration of all disturbed areas, and all appurtenant labor, work, supervision, tools, equipment, material and other items incidental thereto, in accordance with the contract requirements and generally accepted standards for this work.

ALTERNATE BID:

Item 2: Payment for “Furnishing and Planting of Additional Trees on West Chester Pike Median” will be made at the price bid per each in "Form of Proposal." Payment will be made for each additional tree installed as indicated per the planting plans and approved by the Township. Unit price shall include: coordination with the Township; completion of a PA one call for mark out of utilities; site meeting with the Township to review/finalize layout; maintenance and protection of vehicular and pedestrian traffic for the duration of the work; furnishing and planting of all trees indicated **to be planted anywhere in the median between Eagle Road and Darby Road** including but not limited to: documentation from nursery, unclassified excavation; furnishing and installation of soil amendments and fertilizer, backfilling, staking of the trees, and mulching; cleanup; removal and legal disposal of all excess material; **watering and maintenance of all installed material for a period of twelve (12) months from the installed date including but not limited to: watering; fertilizing; re-staking; re-mulching and replacement of any dead trees with similar sized trees of the same species**, restoration of all disturbed areas associated with this work, and all appurtenant labor, work, supervision, tools, equipment, material and other items incidental thereto, in accordance with the contract requirements and generally accepted standards for this work.

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Item 3: Payment for “Additional 1-year Maintenance Period” will be made at the lump sum bid in the "Form of Proposal." Payment will be made for an additional 1-year of maintenance **for all trees installed under this contract**. Lump Sum price shall include: coordination with the Township; maintenance and protection of vehicular and pedestrian traffic; maintenance of all material installed for an additional period of twelve (12) month period to commence upon expiration of the original twelve (12) month maintenance period including but not limited to: watering; fertilizing; re-staking; re-mulching and pruning of existing trees, and the replacement of any dead trees with similar sized trees of the same species; restoration of all disturbed areas associated with this work; and all appurtenant labor, work, supervision, tools, equipment, material and other items incidental thereto, in accordance with the contract requirements and generally accepted standards for this work.

END OF SECTION

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SECTION 02010

MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Maintenance and protection of traffic during construction. This work includes but is not limited to providing satisfactory barricades, safety fence, warning signs, detour signs, flashers, traffic cones, flagmen, pedestrian walks, temporary decking and all materials, equipment and labor necessary for the acceptable maintenance and protection of traffic as indicated on the drawings, outlined in PennDOT Publication 213, entitled "Temporary Traffic Control Guidelines" or as directed by the Engineer.

1.2 SUBMITTALS

- A. Contractor shall submit a detailed maintenance and protection of traffic plan prepared and sealed by a registered professional engineer. Plan shall provide accurate locations, types and/or sizes for all signage, detour routes, barriers, flagman, lights, flashers, cones, construction vehicles, work area, safety fence and all other items required to meet PennDOT specifications.

1.3 GENERAL REQUIREMENTS

- A. The Contractor shall maintain vehicular and pedestrian access to adjacent properties at all times during construction, unless otherwise authorized.
- B. The contractor shall monitor parking of construction personnel's vehicles and maintain vehicular access to and through parking areas.
- C. The contractor shall prevent parking on or adjacent to access roads or in non-designated areas.

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- D. The Contractor shall maintain access for emergency vehicles at all times during construction.
- E. All fire hydrants, water valves, fire alarm boxes and letter boxes shall be left uncovered and readily accessible for use.
- F. The Contractor shall furnish, place, maintain and remove steel plates for temporary decking over excavations as indicated and directed. The decking shall be of sufficient strength and shall be installed so as to safely support H-20 loading.
- G. Where permission for detouring traffic is granted, the Contractor shall post detour signs to the satisfaction of the appropriate Authorities, and the Contractor shall maintain such detour routes until such time as they are deemed unnecessary by the appropriate Authority.
- H. No State Highway may be closed to traffic without State approval.
- I. No municipal roadway may be closed to traffic without the municipality's approval.
- J. Contractor shall provide an adequate number of flagmen as required or as directed by the Engineer.
- K. The Contractor shall be responsible for notifying the Township Police, School Districts, and Fire Departments when it is necessary to close any roadway 24 hours prior to road closure.
- L. Maintenance and protection of traffic during construction shall conform to Title 67 PA Code, Chapter 212, Publication 213 entitled "Temporary Traffic Control Guidelines".

1.4 SPECIAL REQUIREMENTS

- A. The work area shall be properly barricaded and secured during non-work hours to provide unrestricted full width use for through traffic lanes.
- B. During working hours, the Contractor shall provide a minimum of one (1) twelve (12) foot wide lane through the work area for through traffic. Proper signage, barricades and flagmen shall be provided as necessary to facilitate traffic flow as necessary, or as directed by the Engineer or Township.

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- C. The Township shall have the authority, upon proper written notice to the Contractor, to stop construction progress until such time when all deficiencies have been corrected to the satisfaction of the Engineer, if in the opinion of the Engineer traffic control is inadequate thereby creating a safety hazard. In such instance, the Contractor shall have no claim for extra compensation or increase to the contract time for such disturbances.

END OF SECTION

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SECTION 329300

PLANTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, including General notes and indicated specifications may apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Trees.
 - 2. Edgings.

1.03 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum laced as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Exterior plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of exterior plant required.
- D. Bare-Root Stock: Exterior plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of exterior plant required.
- E. Clump: Where three or more young trees were planted in a group and have grown together as a single tree having three or more main stems or trunks.
- F. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of exterior plant required.

- G. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted exterior plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of exterior plant.
- H. Finish Grade: Elevation of finished surface of planting soil.
- I. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- J. Multi-Stem: Where three or more main stems arise from the ground from a single root crown or at a point right above the root crown.
- K. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- L. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- M. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
- B. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- C. Report suitability of topsoil for plant growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- E. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above the ground for trees up to 4 inches caliper size, and 12 inches above the ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

- F. Observation: Township may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Township retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
- G. Notify Township of sources of planting materials a minimum of seven days in advance of delivery to site.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver exterior plants freshly dug.
- B. Do not prune trees and shrubs before delivery except as approved by Township. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- C. Handle planting stock by root ball.
- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.
- E. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.

1.07 PROJECT CONDITIONS

- A. Planting Restrictions: Plant trees as soon as possible after award, but no later than December 19, 2023, unless extended by Township in writing.
- B. Tree species that are considered “Fall dig hazard” tree species shall only be spring dug.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed according to manufacturer's written instructions.
- D. When planting trees and shrubs after lawns, protect lawn areas and promptly repair damage caused by planting operations.

1.08 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
- B. Failures include, but are not limited to, the following:
 - 1. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - 2. Structural failures including plantings falling or blowing over.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. Warranty Periods from Date of Substantial Completion:
 - 1. Trees, shrubs, perennials, grasses and groundcovers: **Twelve (12) Months Warranty.**
- D. Include the following remedial actions as a minimum:
 - 1. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 - 2. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - 3. A limit of one replacement of each exterior plant will be required except for losses or replacements due to failure to comply with requirements.
 - 4. Provide extended warranty for replaced plant materials, warranty period equal to original warranty period.

1.09 MAINTENANCE SERVICE

- A. Initial Maintenance Service for Trees, shrubs, perennials, grasses and groundcovers: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below.
- B. Maintenance Period: **Twelve (12) months** from date of planting completion.

SECTION 2 – PRODUCTS

2.01 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-

shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

- B. Provide trees and shrubs of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1
- D. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- E. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

2.02 SHADE AND FLOWERING TREES

- A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.
- B. Provide balled and burlapped trees.
- C. Branching height restrictions are usually limited to street plantings. Revise for other branching requirements, maintaining balanced proportions of trunk to crown.
- D. Branching Height: One-third to one-half of tree height.
- E. Small Upright Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as follows:
- F. Stem Form: According to plans.
- G. Provide balled and burlapped trees.
- H. Small Spreading Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as follows:
 - 1. Stem Form: as noted on plans.
 - 2. Provide balled and burlapped trees.

2.03 TOPSOIL

- A. Revise topsoil characteristics in this article to suit Project. Un-amended or raw topsoil, even agricultural topsoil, seldom contains more than 1 or 2 percent organic matter. To comply with ASTM D 5268, topsoil must have an organic material content

range of 2 to 20 percent. Planting soil is produced by mixing topsoil or surface soil with organic matter or other soil amendments and perhaps fertilizers.

- B. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
- C. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
- D. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.
- E. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources as required. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

2.04 INORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
- B. Compost may be produced from several feedstocks or raw materials. In subparagraph below, revise types of feedstocks if limiting sources. Revise descriptions and insert product names if required.
- C. Feedstock: Agricultural, food, or industrial residuals; bio-solids; yard trimmings; or source-separated or compostable mixed solid waste.
- D. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- E. Manure: Well-rotted, un-leached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.05 FERTILIZER

- A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

- B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
- C. Fertilizer compositions in subparagraphs below are examples only. Revise to suit Project. If used as a soil amendment, revise fertilizer mix to remedy deficiencies found in soil tests.
- D. Composition: 1 lb./1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- E. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil re-ports from a qualified soil-testing agency.
- F. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
- G. Slow-release fertilizer compositions in subparagraphs below are examples only. Revise to suit Project. If used as a soil amendment, revise fertilizer mix to remedy deficiencies found in soil tests.
- H. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
- I. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil re-ports from a qualified soil-testing agency.

2.06 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
Type: Triple Shredded hardwood bark.

2.07 TREE STABILIZATION MATERIALS

- A. Stakes and Guys:
 - 1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
- B. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.
- C. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch in diameter.

- D. Hose Chafing Guards: Reinforced rubber or plastic hose at least 1/2 inch in diameter, cut to lengths required to protect tree trunks from damage.
- E. Guy Cables: 5-strand, 3/16-inch- diameter, galvanized-steel cable, with zinc-coated turnbuckles a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.
- F. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.

2.08 MISCELLANEOUS PRODUCTS

- A. Anti-desiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- B. Trunk-Wrap Tape: Two layers of crinkled paper cemented together with bituminous material, 4-inch wide minimum, with stretch factor of 33 percent.

2.09 PLANTING SOIL MIX

- A. Provide topsoil planting with the soil amendments in accordance with planting details and specifications noted on plans.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before planting. Make minor adjustments as required.

- D. Layout exterior plants at locations directed by Township. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- E. Trunk Wrapping: Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping. Wrap trees of 2-inch caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling.
- F. Apply anti-desiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
- G. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.04 EXCAVATION FOR TREES AND SHRUBS

- A. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
- B. Excavate approximately two and one half (2 1/2) times as wide as ball diameter for balled and burlapped and container-grown stock.
- C. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for all bare-root stock.
- D. Subsoil removed from excavations may NOT be used as planting backfill.
- E. Obstructions: Notify Township if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- F. Drainage: Notify Township if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

3.05 TREE AND SHRUB PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- B. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball 1 inch above adjacent finish grades.
- C. Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

- D. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- E. Set balled and burlapped and container-grown stock plumb and in center of pit or trench with top of root ball with one (1) inch adjacent finish grades.
- F. Carefully remove root ball from container without damaging root ball or plant.
- G. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- H. Set fabric bag-grown stock plumb and in center of pit or trench with top of root ball 1 inch above adjacent finish grades.
- I. Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
- J. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- K. Organic Mulching: Apply of organic mulch at three inch (3”) minimum thickness in locations noted on plans and extending 12 inches beyond edge of planting pit or trench. Do not place mulch against trunks or stems as noted on details.
- L. Trunk Wrapping: Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping. Wrap trees of 2-inch caliper and larger with trunk-wrap tape at the nursery prior to delivery. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling. All tree wrap shall be removed after planting and inspected for subsequent damage related to delivery and installation. All damaged trees shall be replaced at no cost to owner.

3.06 TREE AND SHRUB PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by

Township, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character.

3.07 PLANTING BED MULCHING

- A. Mulch backfilled surfaces of planting beds.
- B. Organic Mulch: Apply organic mulch as noted on plans, and finish level with adjacent finish grades. Do not place mulch against plant stems.

3.08 PLANT MAINTENANCE

- A. Tree and Shrub Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, adjusting and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- B. Ground Cover and Plant Maintenance: Maintain and establish plantings by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings.
- C. See plans for additional maintenance /watering specifications.

3.09 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

3.10 DISPOSAL

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

HAVERFORD TOWNSHIP

MEMORANDUM

DATE: DECEMBER 4, 2023

TO: DAVID R. BURMAN, TOWNSHIP MANAGER

FROM: JAMES MCCANS, DIRECTOR OF EMS ADMINISTRATION
AIMEE CUTHBERTSON, DIRECTOR OF FINANCE/ASST TWP MGR

SUBJECT: EMS APPARATUS PURCHASE

The two Mobile Intensive Care Units (MICU) currently serving Haverford Township were built on 2017 Ford F-450 diesel truck chassis. The projected life of each unit is approximately seven years and we are now approaching end of life on both units.

The Township's original replacement plan included remounting of the existing MICU patient compartments onto new truck chassis. The first chassis was ordered in 2022 and delivered in June 2023. Due to supplier delays – we are still awaiting the remounting process with an anticipated date of completion now in summer of 2024 (the remounting process takes the unit out of services for a period of 3-6 months). Our plan further included a similar plan for the 2nd MICU with planned delivery in 2025.

Also of note, in the recently completed independent Fire & EMS study, a recommendation was made for the Township to eventually acquire a 3rd piece of apparatus. Two units would be in active service and one available as a backup for when the primaries are out of service due to maintenance and repair issues.

In early November, an opportunity to purchase an already completed Life-Line ambulance, Ford F-450 diesel was identified. The benefits of purchasing this vehicle are as follows:

- This would proactively bring the current fleet to three and provide the coverage we need during the remounting process
- We will have a new ambulance in the fleet without enduring the ever extending wait times
- Getting a new ambulance into service will reduce maintenance and repair costs on the older model as the older model will go into a backup role until its own remounting process

You may recall funds were borrowed for EMS replacement as part of the 2023 bond issue. Therefore, it is the recommendation of staff to purchase the LifeLine Ford F-450 Custom Superliner Type 1 Diesel 4x4 at a cost of \$291,440 through Co-Stars Contract #013-E22-252.

HAVERFORD TOWNSHIP MEMORANDUM

DATE: November 28, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Large, All-Inclusive Play Structure for Merry Place

Attached is the quote from Ely Associates for a replacement all-inclusive play structure to be installed at Merry Place.

We will be removing the current composite playground equipment and installing this all-access Playworld play structure. The new structure includes access to all play areas, a multi person slide, ground level activities and two cabana roofs crating a play fort feel.

The total is \$91,504.00 from George Ely Associates, Inc. The funding for this purchase will be with ARPA monies.

The purchase is made through COSTARS. The vendor's COSTARS # PA DGS 014-E23-299

If there are any questions, I will be on hand for the Board of Commissioner work session on Monday, December 4, 2023.



800.262.8448
717.243.0439 Fax
ely@pa.net

PO Box 396
Carlisle, PA 17013

GeorgeElyAssociates.com

November 28, 2023

PROPOSAL v2
Playground Renovation

Eileen Mottola
Haverford Township Parks & Recreation Department
1014 Darby Road
Havertown, PA 19083
610-446-9397
EMottola@HAVTWP.ORG



| | | | |
|-------|---------|--|-------------------------|
| 1 ea. | #CUSTOM | Custom Playmakers* play structure (list price) : | \$ 90,218.00 |
| | | Includes ALL ground level activities | |
| 2 ea. | #ROOFS | Cabana Roofs (ADD-ON) | \$ 4404 ea. \$ 8,808.00 |
| | | PA State Contract COSTARS-014-E23-229 discount | - 3,609.00 |
| | | Additional Volume Discount | - 5,413.00 |
| | | | <u>\$ 90,004.00</u> |
| | | FREIGHT | 1,500.00 |
| | | | <u>\$ 91,504.00</u> |

*Playmakers includes 5" posts & 48" square decks

Price effective for 30 days

Price includes delivery

Price does include unloading, assembly, or installation

Price does not include removal of existing equipment or surfacing

Price does not include excavation or site preparation

Price does not include borders or drainage

Price does not include recommended resilient material

Price does not include finish grading or seeding

Price does not include sealed drawings, permits, bonding, or 3rd party inspections

Allow 12-16 weeks for delivery

Payment terms: 50% deposit; Net 20 days after shipping

To place an order, please verify the above information, select colors, indicate shipping address, contact name & phone number, sign below & return with deposit...

X _____

Thank you, Dave Ely

We accept MC, Visa, Disc, & Amex.
(ADD 2% for credit card purchases)
Buyer agrees to pay a monthly late charge of 2% commencing 30 days after invoice date.

HAVERFORD TOWNSHIP MEMORANDUM

DATE: November 28, 2023

TO: David R. Burman, Township Manager

FROM: Brian Barrett – Director of Parks and Recreation

SUBJECT: Jack McDonald Field Fencing

Attached is the quote for fencing at Jack McDonald Field.

The work will be done by FencCo and will include extending the existing 10' high chain link fence for 30' on the 3rd base side of the ball field, extending 50' of 4' high chain link fencing along the parking lot and installing a two sided 10' by 20' section of 6' high chain link fence behind the benches.

The estimate for the work is \$11,000. The funding for this purchase will be with ARPA monies.

If there are any questions, I will be on hand for the Board of Commissioner meeting on December 4, 2023.