

Executive Session – 6:15 p.m. - Legal  
Haverford Township – Board of Commissioners

Meeting: Monday, June 3, 2024

Location: Commissioners Meeting Room – 1014 Darby Rd, Havertown, Pa  
19083

Work Session

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Commissioners Trombetta and Gondek– Summary update on the Women and Minority  
Business Enterprises Grant Program Award

Commissioners Committee Updates

Police Update

Next Week:

Ordinance No. P7-2024  
Traffic (2<sup>nd</sup> Reading)

Ordinance No. P9-2024  
Amending Chapter 130, Peddling & Soliciting (1<sup>st</sup> Reading)

Ordinance No. P10-2024  
Traffic (1<sup>st</sup> Reading)

Resolution No. 2379-2024  
PaDot Winter Service Agreement

Resolution No. 2380-2024  
Destruction of Documents – Codes Department

Resolution No. 2381-2024  
ARPA – Darby Creek Invasive Weeds Project

Resolution No. 2382-2024  
ARPA - Bailey Park Sanitary Sewer

## ARPA – Dill Road Sewer Lining

Resolution No. 2383-2024

225-233 Hastings Avenue – Subdivision/Reverse Subdivision

Resolution No. 2384-2024

ARPA – Bike Racks

Resolution No. 2385 – 2024

ARPA – Recreation Facilities

Contract Awards/Purchases:

Darby Creek Invasive Weeds Project

Public Works:

Bailey Park Sanitary Sewer Replacement

Dill Road Sewer Lining

Street Light Pole Painting

Parks and Recreation Facilities:

Grasslyn Park

Two tennis courts- pressure wash, patch, sand, cracks fixed and resurfaced and color coated. \$23,760

Fence replacement around two courts including removing and disposing of current fencing. \$32,603

Basketball Court- laser pave a 2 inch overlay to correct cracking, install and compact using 3-ton steam rollers. Resurface and two coats of color coating. \$45,527.

Elwell Field

Two tennis courts-pressure wash, patch and sand fiberglass to the edge of asphalt. Resurface and two coats of color coating. \$28,060.

Tennis court-total fence replacement around two courts including removing and disposing of current fencing. \$32,603.

Grange Park

Basketball Courts (90 x 100) resurface and 2 coats of color coating. \$13,400.

Grasslyn and Hilltop 4 Jayprop Basketball Backstops to replace the backstops. \$14,271.

HTFL – Change Orders

Appointments

Parks and Recreation Board

9<sup>th</sup> Ward Senior Citizens Advisory Council Appointment

Proclamations:

Suzanna Barucco – James Biddle Award for Lifetime Achievement in Historic Preservation

Juneteenth

Pride Month

# Haverford Township Finance Department Memorandum (formatted for ADA accessibility)

Date: June 3, 2024

To: Board of Commissioners

From: Aimee Cuthbertson, Director of Finance/Asst Township Manager

Subject: Women and Minority Business Enterprises Grant Program Award

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The Board of Commissioners authorized the Women & Minority Business Enterprise (WMBE) Grant program through Resolution 2320-2023 on July 10, 2023. This grant program allocated \$101,000.00 in funds from the American Rescue Plan Act for (10) \$10,000 grant awards plus a 1 year membership with our economic development partner, Discover Haverford for mentoring and additional exposure within the business community.

Ten (10) applications were recommended for award to the Board of Commissioners with formal award occurring at the Board's October 2023 regular meeting. To recap, the successful applicants were:

- Amy's Hair Creations, Ardmore and Amy Jackson
- Bridgee Bee's Floral Creations, Havertown and Bridget Gaul
- Crossfit Mfp, Ardmore and Marco Dapkey
- Haverford Dance Center, Havertown and Kristina Early
- Headlines By Renee, Havertown and Renee Volikas
- Main Line Therapeutic Wellness Center, Havertown and Jessica Hawthorne
- Novita Boutique, Havertown and Renee Hyde
- Spanish Exploradores, Havertown and Erika Schell-Rompre
- Tuscany Café, Havertown and Silvio Munzon & Jose Bautista
- The Dimes Club, Ardmore and Meg Mckernan

As applicants recently submitted their final compliance reports and final grant payments of \$2,500 will be disbursed this week, we wanted to take the opportunity to share a sampling with the public of what these businesses did with the ARPA monies granted to them.



## Haverford Township Women & Minority Business Enterprises Success Stories!!

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The businesses utilized their award monies in a variety of ways that we hope will help them recover from the financial effects of the COVID-19 pandemic and grow stronger for the future! Some sample success stories include the following:

- Repointing and repair of building exterior making it more welcoming and aesthetically pleasing
- Attractive street signage and increasing inventory stock to provide more options to customers
- Improved exterior lighting and security camera installations
- Improved advertising efforts leading to a 12% increase in sales in just 6 months
- Replaced roof, renovated customer area with new furniture and invested in marketing materials that they never had like business cards, brochures and gift cards
- Moved into first “new” offices in a commercial building expanding programs and customer offerings

- Ramped up advertising and local sponsorships generating increases in all areas – walk-in, phone and internet sales
- Painting of business interior plus adding outdoor dining amenities and planters increasing sales by 10% in just 6 months
- Engaged professional firm for the design and implementation of a new digital marketing strategy along with enhanced staff training to offer more services to customers
- Updated outdoor space (using sustainable methods) to enhance customer experiences, purchased new performance costumes, and new performance flooring
- Continuing education opportunities for staff to enhance customer offerings, remodeling of space to bring on another staff member

We wish them all continued success and growth in the future!

Township of Haverford

Ordinance No. P7-2024

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.

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

Special Parking – in front of 719 Cricket Avenue  
in front of 66 Brookline Boulevard

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

Brookline Boulevard, south side, from the southwest corner at Allston Road to a point approximately 50 feet west of, and a “No Parking Here to Corner”

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 10<sup>th</sup> day of June, 2024.

Township of Haverford

By: C. Lawrence Holmes, Esq.  
President

Attest: David R. Burman  
Township Manager/Secretary

# Township of Haverford

Ordinance Number P9-2024  
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An Ordinance of Haverford Township, Delaware county, Pennsylvania, amending chapter 130, peddling and soliciting, to establish permitted hours for commercial solicitation between 9 a.m. and 7 p.m. between October 1st and March 31st and between 9 a.m. and 8 p.m. between April 1st and September 30th, to require a FBI background check for applicants, and to codify a “do not solicit” registry.

Whereas, the Home Rule Charter of the Township of Haverford (“Township”) authorizes the Board of Commissioners (“Board”) to make and adopt ordinances consistent with the Constitution and laws of this Commonwealth and with the Charter; and

Whereas, the Charter and the Pennsylvania First Class Township Code grants the Board the authority to adopt ordinances prescribing the manner in which powers of the Township shall be carried out; and

Whereas, Chapter 130 of the Code of Ordinances of Haverford Township (“Code”) contains, provisions regulating peddling, soliciting and canvassing in Haverford Township; and

Whereas, the current language in the Code establishing a “sundown” curfew for commercial peddling and soliciting has been declared unconstitutional by courts across the United States; and

Whereas, the Township desires to balance the protection required to be afforded to commercial speech with the best interests of the health, safety, and welfare of the residents of Haverford Township and their right to quiet enjoyment of their properties; and

Whereas, the Township desires to establish clear, definitive, and objective hours that door-to-door solicitors and peddlers know they are permitted to operate; and

Whereas, the Board of Commissioners desires to establish a curfew for commercial soliciting as the hours between 9:00 a.m. and 7:00 p.m. during the 6 months beginning October 1st and ending March 31st, and the hours between 9:00 a.m. and 8:00 p.m. during the months beginning April 1st and ending September 30st; and



Whereas, such hours of operation are intended to permit commercial activity during reasonable, daylight hours, yet still provide protections to residents and their families from disturbances during evening hours when residents and their family members may be sleeping; and

Whereas, the Township desires to require applicants to obtain FBI background checks that can obtain criminal history information from other states, in addition to Pennsylvania, prior to issuing a license for a soliciting or peddling applicant;

Whereas, to further protect the health, safety, and welfare of the residents of Haverford Township and to protect their right to quiet enjoyment of their properties, the Board of Commissioners has administratively established a "Do Not Solicit" registry that allows residents to express their desire not to be solicited by peddlers and solicitors at any time; and

Whereas, the "Do Not Solicit" registry is provided to proposed peddlers and solicitors when they register with the Township to perform peddling and/or solicitor activities; and

Whereas, to further protect the health, safety, and welfare of the residents of Haverford Township and to protect their right to quiet enjoyment of their property, the Board of Commissioners desires to codify regulations concerning such commercial peddling and solicitation procedures;

Now, therefore, be it ordained and Enacted by the Haverford Township Board of Commissioners, Chapter 130, Part 10, of the Haverford Township Code of Ordinances shall be amended pursuant to the sections as set forth below:

Section I: Amendment of the Code.

The Haverford Township Code of Ordinances, Chapter 130, Peddling and Soliciting, is hereby amended as follows:

Amendment A. Chapter 130, Section 130-10, Permitted Hours of Operation, Subsection A, is hereby amended to provide as follows, with Subsection B remaining unchanged:

§130-10. Permitted Hours of Operation

A. Commercial soliciting and peddling shall be limited to the hours between 9:00 a.m.

and 7:00 p.m. during the 6 months beginning October 1 and ending March 31, and the hours between 9:00 a.m. and 8:00 p.m. during the months beginning April 1 and ending September 30.

Amendment B. A new Section 130-13, entitled "Do Not Solicit Registry", is hereby established to provide as follows:

§130-13. Do Not Solicit Registry

1. The Township has established and manages a "Do Not Solicit Registry" for those landowners and residents of the Township who do not wish to be contacted by non-exempt door-to-door solicitors at their properties.
2. Any person in lawful possession and occupancy of any business, residence, house, apartment, or other dwelling unit in the Township may request to have their address placed on the Do Not Solicit Registry by submitting a request in writing to the person designated by the Township.
3. A resident's listing on the Do Not Solicit Registry shall remain on the Do Not Solicit Registry unless and until a request to remove the same is submitted to the Township Police Department.
4. Any person in lawful possession and occupancy of any business, residence, house, apartment, or other dwelling unit in the Township may request to have their address removed from the Do Not Solicit Registry by submitting a request in writing to the Township Secretary or on-line, as provided by the Township. Such request shall include all information set forth in subsection 2 above, together with an affirmative statement that the individual, being authorized to do so, requests that the property be removed from the Do Not Solicit Registry.
5. The prohibition against non-exempt door-to-door solicitors entering properties on the Do Not Solicit Registry shall be in addition to, and not in place of, the prohibition against such individuals soliciting, peddling, or distributing on properties displaying "No Soliciting" or other similar sign or signs.

Amendment C. Chapter 130, Section 130-3.C, Application Procedure, Subsection 4, is hereby amended to provide as follows:

4. An FBI criminal history summary check (frequently referred to as an "FBI background check") for the applicant dated no more than 90 days before the date of the application.

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.

Section V: The terms, conditions and provisions of this Ordinance are hereby declared to be severable, and, should any portion, part or provision of this Ordinance be found by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, the Haverford Township Board of Commissioners hereby declares its intent that the Ordinance shall have been enacted without regard to the invalid, unenforceable, or unconstitutional portion, part or provision of this Ordinance.

Adopted this      day of                      , 2024.

Township of Haverford

By:

C. Lawrence Holmes, Esq.  
President

Attest:

David R. Burman  
Township Manager/Secretary

## Ordinance No. P10-2024

### Traffic

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 175-95 Schedule XX: Special Purpose Parking Zones.

In front of 100 Lincoln Avenue

In front of 18 Rodman 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        , 2024.

Township of Haverford

By: C. Lawrence Holmes  
President

Attest: David R. Burman  
Township Manager

# Township of Haverford

Resolution Number 2380-2024

## A Resolution Authorizing Destruction of Documents

Whereas, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania adopted 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 to 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, the Pennsylvania Historical and Museum Commission provided a Municipal Records Manual, the current edition being last updated on July 23, 2009; and in accordance with said Act, each individual act of disposition shall be approved by Resolution of the governing body of the municipality; and

Now, therefore, be it Resolved that the Board of Commissioners of the Township of Haverford, hereby authorizes the disposition of the following public records issued through 2018:

- Residential Permits, Inspections, and Specifications
- Rental Inspection Reports and Records
- Citations and Notices of Code Violations
- Health Inspection Reports and Records

Resolved this 10<sup>th</sup> day of June, 2024

Township of Haverford

By:

C. Lawrence Holmes, Esq.

President

Attest:

David R. Burman

Township Manager/Secretary

# Township of Haverford

## Resolution Number 2379-2024

A Resolution Authorizing Execution of Winter Services Agreement with Pennsylvania Department of Transportation

Be it resolved, by authority of the Board of Commissioners of Haverford Township, Delaware County, and it is hereby resolved by authority of the same, that the Township Manager of said Municipality be authorized and directed to sign the agreement on its behalf.

Resolved this 10<sup>th</sup> day of June, 2024.

Haverford Township

By:

C. Lawrence Holmes, Esq.  
President, Board of Commissioners

Attest:

David R. Burman  
Township Manager/Secretary

I, David R. Burman, Township Manager/Secretary of the Board of Commissioners of Haverford Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners held the day 10<sup>th</sup> day of June, 2024.

Haverford Township

By:

David R. Burman  
Township Manager/Secretary  
June 10, 2024

DATE: \_\_\_\_\_  
(PennDOT will insert)

AGREEMENT NO.: 3900040199  
FEDERAL I.D. NO.: 23-6002307  
SAP VENDOR NO.: 138895

### **Winter Maintenance Services Agreement**

This Winter Maintenance Services Agreement (“Agreement”) is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“PennDOT”);

and

Haverford Township, an entity legally authorized to enter into this Agreement, acting through its proper officials (“Service Provider”).

### **BACKGROUND**

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. **Description of Work.**

- a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit “A” to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit “A” is attached and incorporated by reference into this Agreement.
- b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT’s: 1) Maintenance Manual (“Publication 23”) including its Chapter 4; 2) Highway Foreman Manual (“Publication 113”) including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications (“Publication 408”) including Sections 703.4 and

722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.

2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.

3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.

4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.



5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

**2. Winter Emergency.** If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.

c. **Funding Adjustments.** PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.

8. **Relationship of the Parties.** The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.

9. **Termination for Cause by PennDOT.** If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- e. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- f. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House Network Provisions.**

- a. The Commonwealth will make payments to the Service Provider through the Automated Clearing House (“ACH”) Network. Within 10 days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH information in the Commonwealth’s Master Database. The Service Provider 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. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the Service Provider to properly apply the state agency’s payment to the respective invoice or program.
- c. It is the responsibility of the Service Provider 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.

15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: Stephen Lantz  
Address: 7000 Geerdes Boulevard  
King of Prussia, PA 19406  
Fax Number:  
Email Address: stelantz@pa.gov

If to the Service Provider:

Name or Title: Assistant Township Manager  
Address: 1014 Darby Road  
Havertown, PA 19083  
Fax Number:  
Email Address: acuthbertson@havtwp.org

26. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are

superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Service Provider \*

BY \_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**\*If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.**

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM  
AND LEGALITY

BY \_\_\_\_\_  
Title: District Executive DATE

BY \_\_\_\_\_  
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT  
NO. 3900040199

BY \_\_\_\_\_  
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021



2024-25

CONTRACT EXHIBIT A

AGREEMENT NO. 3900040199  
 YEAR 1  
 OF 10

COUNTY: Delaware

MUNICIP: Haverford Township  
 SAP # 138895

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
0030	County Line (West of Lee Avenue) to County Line (West of Old Buck Road)	0120	0000	0120	1547	0.9	B	\$1,591.20	\$1,432.08
0030	County Line (West of Lee Avenue) to County Line (West of Old Buck Road)	0121	0000	0121	1560	0.6	B	\$1,591.20	\$954.72
0320	Bridge over Darby Creek (North of Carli Drive) to North of Brittany Lane	0240	0000	0250	0287	0.8	C	\$1,479.00	\$1,183.20
1001	Manoa Road to Winchester Road	0010	0000	0020	2662	2.4	D	\$1,351.50	\$3,243.60
1001	Winchester Road to County Line Road	0020	2662	0060	2928	6.0	C	\$1,479.00	\$8,874.00
1001	Eagle Road to County Line Road	0031	0000	0061	2929	2.2	C	\$1,479.00	\$3,253.80
1002	Eagle Road to County Line (East of Farwood Road)	0010	0000	0060	2072	7.3	D	\$1,351.50	\$9,865.95
1003	Township Line Road to Eagle Road	0010	0000	0030	3068	4.9	D	\$1,351.50	\$6,622.35
1004	Burmout Road to Drexel Avenue	0010	0000	0020	1993	1.6	C	\$1,479.00	\$2,366.40
1005	Township Line Road to County Line Road	0010	0000	0090	1887	10.6	C	\$1,479.00	\$15,677.40
1006	Bridge over Darby Creek to Burmout Road	0030	0383	0030	2328	0.7	C	\$1,479.00	\$1,035.30
1006	Burmout Road to West Chester Pike	0040	0000	0060	1755	4.1	D	\$1,351.50	\$5,541.15
1007	Darby Road to College Avenue	0010	0000	0010	2949	1.1	D	\$1,351.50	\$1,486.65
1009	College Avenue to Stockton Road	0010	0000	0010	2387	0.9	D	\$1,351.50	\$1,216.35
1010	Lawrence Road to Marple Road	0010	0000	0020	1064	2.0	E	\$1,351.50	\$2,703.00
1011	Darby Road to Eagle Road	0010	0000	0020	0583	0.9	C	\$1,479.00	\$1,331.10
1011	Darby Road to North of Campbell Avenue	0011	0000	0011	0274	0.1	C	\$1,479.00	\$147.90
1012	Earlington Road to Karakung Drive	0010	0000	0010	1270	0.5	E	\$1,351.50	\$675.75
1014	Karakung Drive to County Line Road	0010	0000	0010	2008	1.5	C	\$1,479.00	\$2,218.50
1016	West Chester Pike to Eagle Road	0010	0000	0020	2951	4.9	D	\$1,351.50	\$6,622.35
1018	Lawrence Road to County Line Road	0010	0000	0050	3677	8.6	D	\$1,351.50	\$11,622.90
1026	Darby Road to Carter Road	0010	0000	0030	2650	3.9	D	\$1,351.50	\$5,270.85
1028	Marple Township Line to Darby Road	0040	0192	0044	2921	2.7	D	\$1,351.50	\$3,649.05
1033	West of Hilltop Road to West Chester Pike	0010	0000	0010	1189	0.5	E	\$1,351.50	\$675.75
1050	Darby Road to Manoa Road	0010	0000	0020	3667	5.3	D	\$1,351.50	\$7,162.95
2005	West Chester Pike to Eagle Road	0130	0000	0160	0559	5.8	B	\$1,591.20	\$9,228.96
2005	West Chester Pike to North of Bellemead Avenue	0131	0000	0151	1281	5.1	B	\$1,591.20	\$8,115.12
2005	Eagle Road to Sproul Road	0160	0559	0200	2897	9.2	C	\$1,479.00	\$13,606.80
2007	Township Line Road to Glendale Road	0070	0000	0080	0625	1.9	C	\$1,479.00	\$2,810.10

\*For the Standard Agreement, rates may vary per county depending on the MFC - see Attachment A Rate Schedule

\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	12.4	TOTAL COST =	\$138,594.03
MILEAGE MFC C =	35.5		
MILEAGE MFC D =	46.1		
MILEAGE MFC E =	3		
TOTAL MILEAGE	97.00		

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

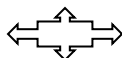
<u>Total Amount Encumbrance</u>	
1st Year:	\$138,594.03
2nd Year:	\$141,365.91
3rd Year:	\$144,193.23
4th Year:	\$147,077.09
5th Year:	\$150,018.64
6th Year:	\$153,019.01
7th Year:	\$156,079.39
8th Year:	\$159,200.98
9th Year:	\$162,385.00
10th Year:	\$165,632.70

TOTAL: \$1,517,565.96

## Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

### EXHIBIT B

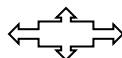


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## EXHIBIT B



## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [\*Governor's Code of Conduct, Executive Order 1980-18\*](#), the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit D



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.





**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



## **Contractor Responsibility Provisions**

**(December 2020)**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

## Enhanced Minimum Wage Provisions (July 2022)

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

**CREATE SAP FUNDS COMMITMENT/RESERVATION**

Document number

Org Code 0630

Document Type FMZ1 for Funds Commitment

Contact Person Stephen Lantz

Document Type FMX1 for Funds Reservation

Phone Number 610-205-6987

(mark one of the above - **do not** forward to Comptroller if FMX1)

Email stelantz@pa.gov

Vendor Name Haverford Township

Doc. Text 10-Year Winter Mun Agreement

Description and Justification:

Line Item	Orig. Amount	Line Text	Vendor	Fund	Budget Period	G/L Account	Cost Center	Order	WBS Element
1	138,594.03	2024/2025 WINTER MUN AGREEMENT	138895	1058200712	2024	6344450	7840630000		T-OSNOWS09MSA-0630-712
2	141,365.91	2025/2026 WINTER MUN AGREEMENT	138895	1058200712	2025	6344450	7840630000		T-OSNOWS09MSA-0630-712
3	144,193.23	2026/2027 WINTER MUN AGREEMENT	138895	1058200712	2026	6344450	7840630000		T-OSNOWS09MSA-0630-712
4	147,077.09	2027/2028 WINTER MUN AGREEMENT	138895	1058200712	2027	6344450	7840630000		T-OSNOWS09MSA-0630-712
5	150,018.64	2028/2029 WINTER MUN AGREEMENT	138895	1058200712	2028	6344450	7840630000		T-OSNOWS09MSA-0630-712
6	153,019.01	2029/2030 WINTER MUN AGREEMENT	138895	1058200712	2029	6344450	7840630000		T-OSNOWS09MSA-0630-712
7	156,079.39	2030/2031 WINTER MUN AGREEMENT	138895	1058200712	2030	6344450	7840630000		T-OSNOWS09MSA-0630-712
8	\$159,200.98	2031/2032 WINTER MUN AGREEMENT	138895	1058200712	2031	6344450	7840630000		T-OSNOWS09MSA-0630-712

**Comptroller Use Only**

Comments:

Approve     Reject

Signature: \_\_\_\_\_

Date:    /    /

**CREATE SAP FUNDS COMMITMENT/RESERVATION**

Document number

Org Code 0630

Document Type FMZ1 for Funds Commitment

Contact Person Stephen Lantz

Document Type FMX1 for Funds Reservation

Phone Number 610-205-6987

Email stelantz@pa.gov

(mark one of the above - **do not** forward to Comptroller if FMX1)

Vendor Name Haverford Township

Doc. Text 10-Year Winter Mun Agreement

Description and Justification:

Line Item	Orig. Amount	Line Text	Vendor	Fund	Budget Period	G/L Account	Cost Center	Order	WBS Element
1	162,385.00	2032/2033 WINTER MUN AGREEMENT	138895	1058200712	2032	6344450	7840630000		T-OSNOWS09MSA-0630-712
2	\$165,632.70	2033/2034 WINTER MUN AGREEMENT	138895	1058200712	2033	6344450	7840630000		T-OSNOWS09MSA-0630-712
3									
4									
5									
6									
7									
8									

**Comptroller Use Only**

Comments:

Approve     Reject

Signature: \_\_\_\_\_

Date:    /    /



## CRP CHECK CERTIFICATION FORM

---

**Search Id:** d12da406-b103-41ac-9498-98c9ac6666fe  
**Contractor TIN :** XXXXX2307  
**Contractor Name :** HAVERFORD TOWNSHIP  
**User Performing Check :** stelantz  
**Result:** This CRP search has found no obligations, performance issues, Commonwealth Suspensions/Debarments, or PA Workforce Safety Laws violations.

---

### **CONTRACTOR RESPONSIBILITY CERTIFICATION**

I, the undersigned individual, hereby certify by execution of this CRP Search the above-referenced contractor has been determined to be a responsible contractor in accordance with the policies and procedures set forth in *Management Directive 215.9, Contractor Responsibility Program*. In addition, I certify that the contractor is compliant with applicable Pennsylvania state labor and workforce safety laws, as identified in Executive Order 2021-06, Worker Protection and Investment.

I also certify that the contractor has certified in writing that:

- a neither the contractor nor any subcontractors as defined in Management Directive 215.9, Contractor Responsibility Program are under suspension or debarment by the Commonwealth, the federal government, or any governmental entity, instrumentality, or authority or, if the contractor cannot so certify, it has instead provided a written explanation of why such certification cannot be made; and
- b the contractor has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c the contractor is compliant with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws.

STEPHEN LANTZ

---

Authorizing Signature

4/29/2024 2:42:12 PM

---

Generated Date

# Township of Haverford

Resolution Number 2381-2024

American Rescue Plan Act  
Coronavirus Local Fiscal Recovery Fund  
Darby Creek Invasive Species Project

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:

Award contract to Weeds, Inc. for invasive species treatment/removal along Darby Creek for a total funding allocation of \$12,599. This work supports the ongoing restoration and beautification efforts following the Township's stream corridors.

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 June, 2024.

Township of Haverford

By:

C. Lawrence Holmes, Esq., President, Board of Commissioners

Attest:

David R. Burman, Township Manager/Secretary

Township of Haverford

Resolution Number 2382-2024

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund  
Infrastructure Projects

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, infrastructure improvements 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:

Bailey Park Sanitary Sewer Replacement in an amount not to exceed \$\_\_\_\_\_

Dill Road Storm Sewer Lining in an amount not to exceed \$ \_\_\_\_\_

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 June, 2024.

Township of Haverford

By:

C. Lawrence Holmes, Esq.

President

Attest:

David R. Burman

Township Manager/Secretary



## Resolution No. 2383-2024

Preliminary / Final Minor Subdivision

Whereas, the Preliminary / Final Minor Subdivision / Reverse Subdivision for Dzine Properties, LLC, 225 & 233 Hasting Avenue, Havertown, PA, Delaware County, known as D.C. Folio Nos. 22-03-01180-00 and 22-03-01182-00 have been submitted to subdivide and reverse subdivide the existing two properties with a total of 18,750 square feet into four lots having 6,250 square feet each. Lot 2 is proposed to have future residential development. The properties are zoned R-6 Medium Density Residential District, and are located in the 7<sup>th</sup> Ward. The aforesaid plans were prepared by H. Gilroy Damon Associates, Inc., Sharon Hill, PA, latest plan revision dated May 13, 2024; and

Whereas, the Zoning Hearing Board of Haverford Township at the public meeting of Thursday, April 4, 2024, did grant a variance from Section 182-713.B to allow the formation of a lot with an existing building having a non-conforming front yard setback of 16.07 fee; and

Whereas, the Planning Commission of Haverford Township at the public meeting of Thursday, May 9, 2024, did vote to recommend approval of the plans subject to the comments contained within the January 4, 2024 review letter prepared by Pennoni Associates and that the conditions of the Zoning Hearing Board decision from April 4, 2024 were included on the plan; 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 Preliminary / Final Minor Subdivision/ Reverse Subdivision for Dzine Properties, LLC, 225 & 233 Hastings Avenue, Havertown Township, Delaware County, dated May 13, 2024, is approved subject to compliance with the recommendations described hereinabove.

Resolved this 10<sup>th</sup> day of June, 2024.

Township of Haverford

By: 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

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 MICHAEL MCCOLLUM

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

HAVTT 30250

May 28, 2024

Jaime Jilozian, Director of Community Development  
Haverford Township  
1014 Darby Road  
Havertown, PA 19083

**RE: Minor Subdivision Plan  
DZine Properties LLC- 225 & 233 Hastings Avenue- 2<sup>nd</sup> Review**

Dear Ms. Jilozian:

As requested, we have reviewed the following plan prepared by H. Gilroy Damon Associates, Inc.:

- "Subdivision/Reverse Subdivision Plan" (two sheets) dated November 16, 2023, last revised May 13, 2024.

The applicant, DZine Properties LLC, proposes to reverse subdivide two (2) existing lots (TMP 22-22-380 and TMP 22-22-379-01) to create one (1) new lot. No construction is proposed as part of this application. The properties are within the R-6 Medium Density Residential Zoning District.

The applicant has requested the following waiver:

- From §160-4(E) to submit the plan as preliminary/final submission in lieu of two (2) submissions.

Additionally, the applicant was granted a variance by the Zoning Hearing Board from §182-713.B to allow the formation of a lot (Lot 3) with an existing building having a non-conforming front yard setback.

This application was reviewed in accordance with the simplified procedures and requirements of a Minor Subdivision (§160-4.G). Based on our review, the applicant has addressed the comments of our January 4, 2024 letter.

Should you have any questions or comments, please feel free to contact the undersigned.

Sincerely,

**PENNONI**

Charles Faulkner, PE  
Senior Engineer

CF/brg

cc: David P. Damon, PE, H. Gilroy Damon Associates, Inc.  
Joseph Taggart, 710 Elena Drive Broomall, PA 19008

U:\Accounts\HAVTT\HAVTT30250 - DZine Properties LLC- 225 & 233 Hastings\DOCUMENTS\HAVTT 30250 - 225-237 Hastings Ave LTR - 2nd Review.docx

State of Pennsylvania  
 County of Delaware  
 On the \_\_\_\_\_ day of \_\_\_\_\_, before me,  
 the undersigned officer personally appeared \_\_\_\_\_  
 who duly sworn according to law, deposes and says that they are the owners  
 (or equitable owners) of the property shown on this plan, that the plan thereof was  
 made at their direction and that they acknowledge the same to be their act and plan  
 and desire the same be duly recorded as such according to law.

(Signature of Individuals)

(Notary Public)

State of Pennsylvania  
 County of Delaware  
 On the \_\_\_\_\_ day of \_\_\_\_\_, before me,  
 the undersigned officer personally appeared \_\_\_\_\_  
 who duly sworn according to law, deposes and says that they are the owners  
 (or equitable owners) of the property shown on this plan, that the plan thereof was  
 made at their direction and that they acknowledge the same to be their act and plan  
 and desire the same be duly recorded as such according to law.

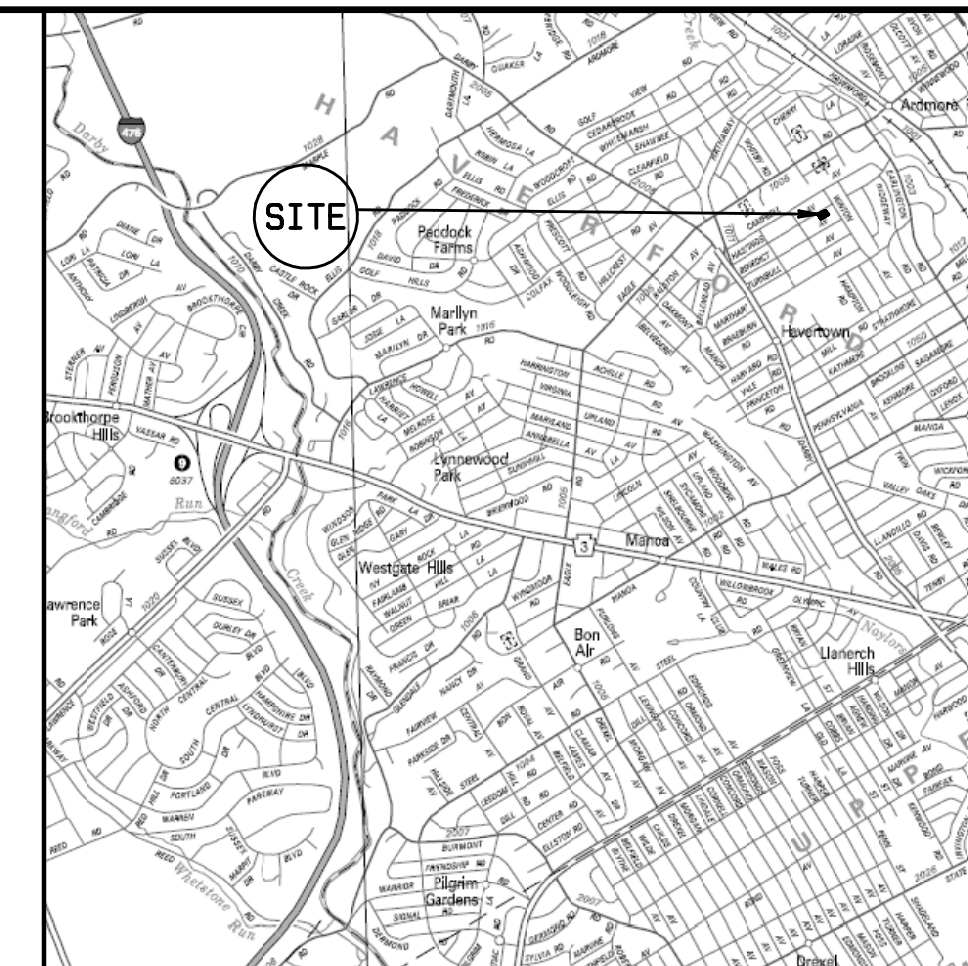
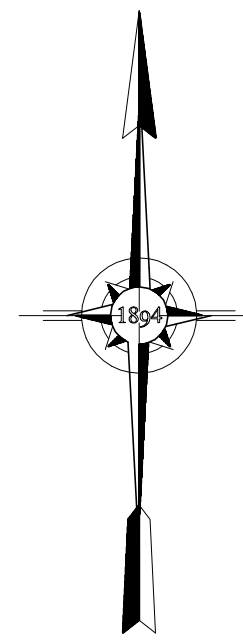
(Signature of Individuals)

(Notary Public)

**CERTIFICATION**

I hereby certify that this plan was prepared from an actual field survey performed in accordance with the "Minimum Standards of Practice for Professional Land Surveyors in the Commonwealth of Pennsylvania" as adopted by the Pennsylvania Society of Land Surveyors and that all the existing monuments, pipes, stones, etc. are as shown.

David P. Damon, P.L.S. PA SU075162



SITE LOCATION MAP

PROPERTY OWNER: Dzine Properties, LLC & Thomas K. Clark  
 (MAP NO: 22-22-380) c/o Joseph Taggart  
 & APPLICANT 710 Elena Drive  
 Broomall, Pa 19008  
 taggartpainting@gmail.com  
 (484)-571-4739

PROPERTY OWNER: John & Karen S. Anthony  
 (MAP NO: 22-22-379-001) 237 Hastings Avenue  
 Haverford, Pa 19083  
 dancwithjohn@verizon.net  
 (610)-724-4440

PROPERTIES ZONED: R-6 Medium Density Residential District

	REQUIRED	PROVIDED LOT 1	PROVIDED LOT 2	PROVIDED LOT 3	EXISTING MAP NO: 22-22-380	EXISTING MAP NO: 22-22-379-001
LOT SIZE:	4,000 Sq. Ft.	6,250 Sq. Ft.	6,250 Sq. Ft.	6,250 Sq. Ft.	9,375 Sq. Ft.	9,375 Sq. Ft.
STREET FRONTAGE:	38 Feet	50 Feet	50 Feet	50 Feet	75 Feet	75 Feet
LOT WIDTH AT BUILDING LINE:	48 Feet	50 Feet	50 Feet	50 Feet	75 Feet	75 Feet
BUILDING COVERAGE:	40 %	27.8 %	40 %	25.5 %	18.5 %	17.0 %
FRONT YARD MIN:	20 Feet	22.41 Feet	20 Feet	16.07 Feet *	22.41 Feet	16.07 Feet *
SIDE YARD MIN:	7 Feet	8.03 Feet	7.0 Feet	7.72 Feet	17.23 Feet	7.72 Feet
REAR YARD MIN:	25 Feet	38.95 Feet	25.0 Feet	66.48 Feet	38.95 Feet	66.48 Feet
BUILDING HEIGHT:	35 Feet	< 35 Feet	< 35 Feet	< 35 Feet	< 35 Feet	< 35 Feet
IMPERVIOUS SURFACE RATIO:	65 %	46.4 %	65 %	56.0 %	30.9 %	37.3 %

\* Existing non-conformance, variance granted 4/4/2024 Case No: Z24-08

**GENERAL NOTES**

- The intent of this plan is to present the Subdivision / Reverse Subdivision of the 2 existing properties on Hastings Avenue to create 3 new lots. No construction is proposed at this time.
- The properties are Tax Map No: 22-22-380, ParID No: 22030118000 & Tax Map No: 22-20-379-001, ParID No: 22030118200
- The boundary is shown based on the deed dimensions, plans of record, and survey markers located.
- The topography is shown from a field survey by H. Gilroy Damon Associates, Inc. performed in October, 2023. The benchmark is the Sanitary Sewer Manhole in Hastings Avenue, rim elevation: 313.23 NGVD 1929.
- Existing utilities are shown in accordance with the best available information. Completeness or correctness thereof is not guaranteed. The Underground Utility Protection Law (PA Act 287 as amended by PA Act 187 of 1996) states anyone planning to excavate within the commonwealth is required to request the location and type of facility owner lines of each site by notifying the facility owner through the Pennsylvania One Call System. A three working day notice is required in advance of beginning excavation or demolition. Call 1-800-242-1776.
- The property is located in Flood Zone X (Area of Minimal Flood Hazard) on Fema Flood Map 42045C0106F, dated 11/18/2009.
- The site soils are mapped as TbB - Talleyville-Urban land-Anthropoc Udorthents complex, 0 to 8 percent slopes This information was obtained from the Web Soil Survey by U.S.D.A./ N.R.C.S.

**WAIVERS REQUESTED**

- From Section 160-4 (E) to submit the plan as a preliminary / final in one submission in lieu of two submissions.

**ZONING NOTES**

- A variance was granted 4/4/2024 by the Haverford Township Zoning Hearing Board from Section 182-713.B to allow the formation of a lot (Lot 3) with an existing building having a non-conforming front yard setback of 16.07 feet.
- The existing non-conforming garage and carport are proposed to remain.

**PRELIMINARY / FINAL MINOR SUBDIVISION**

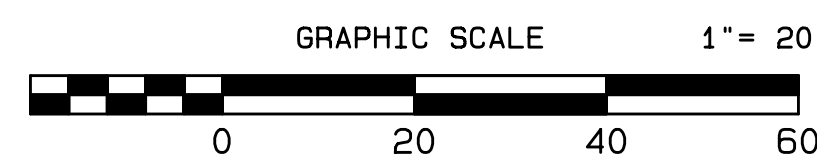
<b>DZINE PROPERTIES LLC</b> 225 & 233 HASTINGS AVENUE HAVERFORD TOWNSHIP, DELAWARE COUNTY, PA		
SUBDIVISION / REVERSE SUBDIVISION PLAN		May 13, 2024
<b>H. GILROY DAMON ASSOCIATES, INC.</b> Consulting Civil Engineers and Land Surveyors Providing Professional Services Since 1894		February 20, 2024
1343 Chester Pike P.O. Box 1158 Sharon Hill, PA 19079 P: 610-583-4100 www.damonengineers.com		REVISIONS
Scale: 1" = 20'    November 16, 2023    File No: C-200		

**LEGEND**

--- 100 ---	EXISTING CONTOUR	C.O.	SEWER CLEAOUT
— G —	EXISTING GAS LINE	U.P.	UTILITY POLE
— S —	EXISTING SANITARY SEWER	F.H.	FIRE HYDRANT
— X —	EXISTING FENCE LINE	M.H.	MANHOLE
— W —	EXISTING WATER MAIN	143.50	EXISTING SPOT SHOT
— E —	OVERHEAD UTILITIES		

PROPOSED LOT LINE

EXISTING LOT LINE



REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY THE TOWNSHIP ENGINEER OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA, AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION**

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 (month) / (day) / (year)

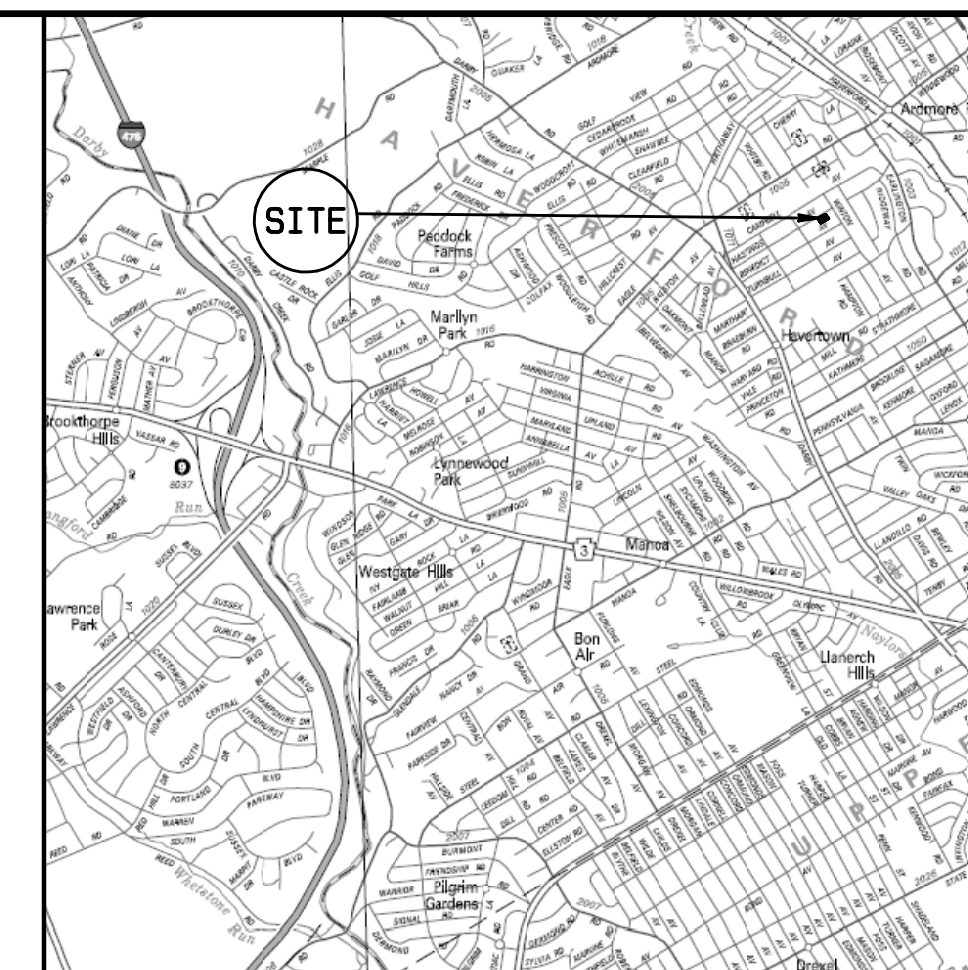
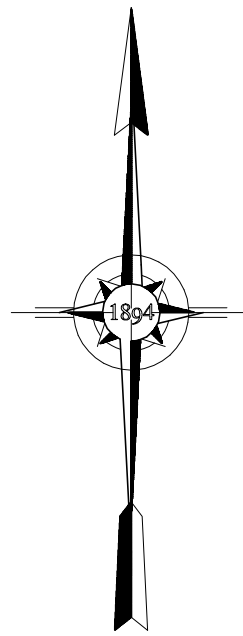
ATTEST: \_\_\_\_\_  
 (DIRECTOR)

DCPD NO: \_\_\_\_\_

REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY THE PLANNING COMMISSION OF HAVERFORD TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA.

C-1



SITE LOCATION MAP

PROPERTY OWNER: Dzine Properties, LLC  
 (MAP NO: 22-22-380) c/o Joseph Taggart  
 & APPLICANT 710 Elena Drive  
 Broomall, Pa 19008  
 taggartpainting@gmail.com  
 (484)-571-4739

PROPERTY OWNER: John & Karen S. Anthony  
 (MAP NO: 22-22-379-001) 237 Hastings Avenue  
 Havertown, Pa 19063  
 dancewhjohn@verizon.net  
 (610)-724-4440

PROPERTIES ZONED: R-6 Medium Density Residential District

	REQUIRED	EXISTING MAP NO: 22-22-380	EXISTING MAP NO: 22-22-379-001
LOT SIZE:	4,000 Sq. Ft.	9,375 Sq. Ft.	9,375 Sq. Ft.
STREET FRONTAGE:	38 Feet	75 Feet	75 Feet
LOT WIDTH AT BUILDING LINE:	48 Feet	75 Feet	75 Feet
BUILDING COVERAGE:	40 %	18.5 %	17.0 %
FRONT YARD MIN:	20 Feet	22.41 Feet	16.07 Feet *
SIDE YARD MIN:	7 Feet	17.23 Feet	7.72 Feet
REAR YARD MIN:	25 Feet	38.95 Feet	66.48 Feet
BUILDING HEIGHT:	35 Feet	< 35 Feet	< 35 Feet
IMPERVIOUS SURFACE RATIO:	65 %	30.9 %	37.3 %

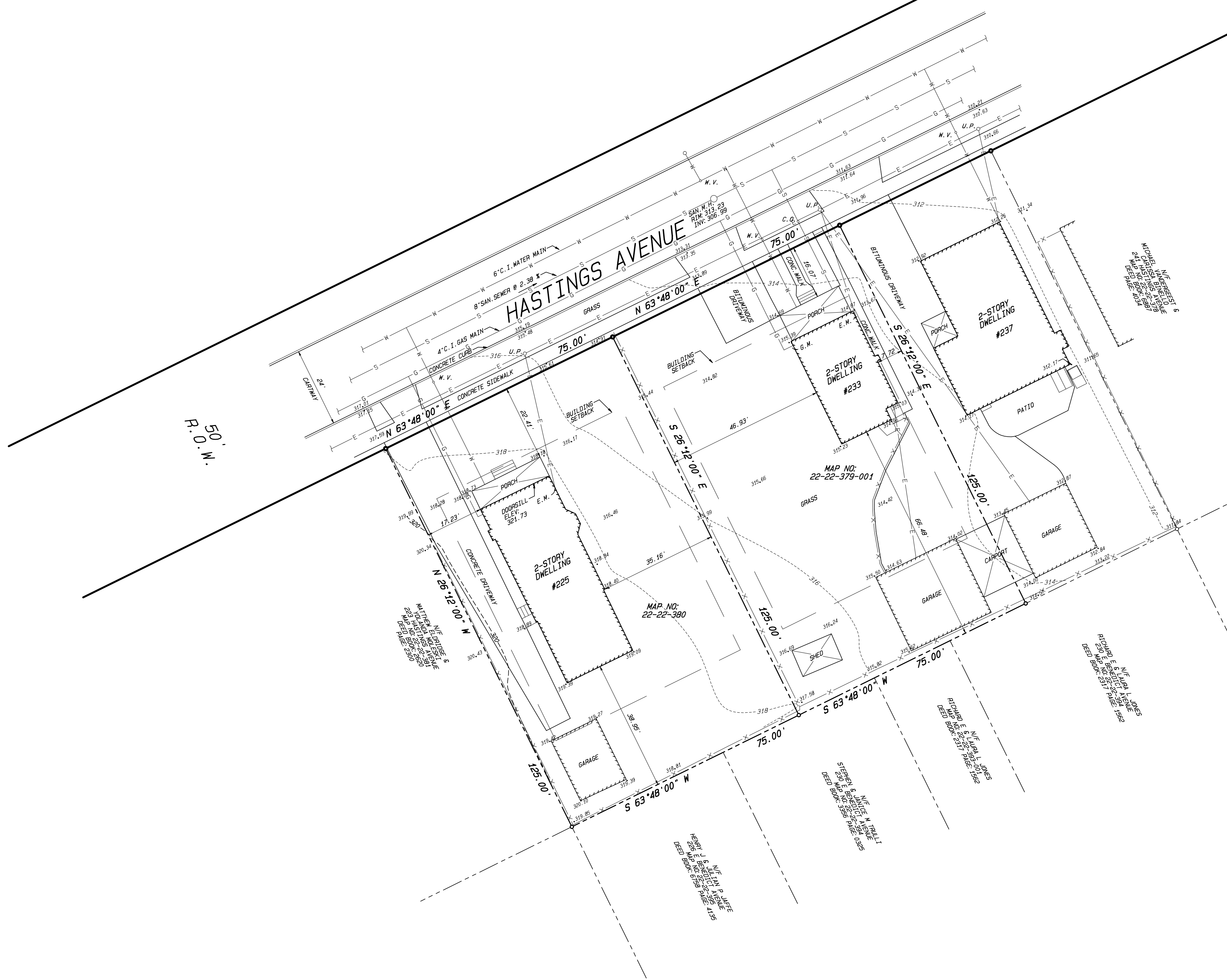
\* Existing non-conformance

EXISTING IMPERVIOUS SURFACES  
MAP NO: 22-22-380

STRUCTURE	AREA (SQ.FT)
DWELLING:	1,293
WALKS:	21
PAVEMENT:	1,137
COVERED PORCH:	143
GARAGE:	300
TOTAL:	2,894

EXISTING IMPERVIOUS SURFACES  
MAP NO: 22-22-379-001

STRUCTURE	AREA (SQ.FT)
DWELLING:	680
WALKS:	240
PAVEMENT:	1,665
GARAGE:	640
PORCH:	166
SHED:	107
TOTAL:	3,498

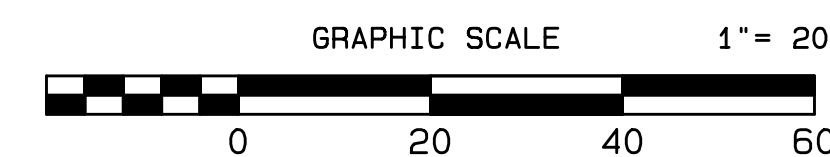


GENERAL NOTES

- The intent of this plan is to present the existing conditions of the properties on Hastings Avenue.
- The properties are Tax Map No: 22-22-380, ParID No: 22030118000 & Tax Map No: 22-20-379-001, ParID No: 22030118200
- The boundary is shown based on the deed dimensions, plans of record, and survey markers located.
- The topography is shown from a field survey by H. Gilroy Damon Associates, Inc. performed in October, 2023. The benchmark is the Sanitary Sewer Manhole in Hastings Avenue, rim elevation: 313.23 NGVD 1929.
- Existing utilities are shown in accordance with the best available information. Completeness or correctness thereof is not guaranteed. The Underground Utility Protection Law (PA Act 287 as amended by PA Act 187 of 1996) states anyone planning to excavate within the commonwealth is required to request the location and type of facility owner lines of each site by notifying the facility owner through the Pennsylvania One Call System. A three working day notice is required in advance of beginning excavation or demolition. Call 1-800-242-1776.
- The property is located in Flood Zone X (Area of Minimal Flood Hazard) on Fema Flood Map 42045C0106F, dated 11/18/2009.
- The site soils are mapped as T&B - Talleyville-Urban land-Anthropoc Udorthents complex, 0 to 8 percent slopes This information was obtained from the Web Soil Survey by U.S.D.A./ N.R.C.S.

LEGEND

--- 100 ---	EXISTING CONTOUR	C.O.	SEWER CLEANDOUT
— G —	EXISTING GAS LINE	U.P.	UTILITY POLE
— S —	EXISTING SANITARY SEWER	F.H.	FIRE HYDRANT
— X —	EXISTING FENCE LINE	M.H.	MANHOLE
— W —	EXISTING WATER MAIN	143.50	EXISTING SPOT SHOT
— E —	OVERHEAD UTILITIES		



C-2

<b>DZINE PROPERTIES LLC</b> 225 & 233 HASTINGS AVENUE HAVERFORD TOWNSHIP, DELAWARE COUNTY, PA		
EXISTING CONDITIONS PLAN		REVISIONS
<b>H. GILROY DAMON ASSOCIATES, INC.</b> Consulting Civil Engineers and Land Surveyors <i>Providing Professional Services Since 1894</i> 1343 Chester Pike P.O. Box 1158 Sharon Hill, PA 19079 P: 610-583-4100 www.damonengineers.com		
Scale: 1" = 20'		November 16, 2023 File No: C-200

# Township of Haverford

Resolution Number 2384-2024

American Rescue Plan Act  
Coronavirus Local Fiscal Recovery Fund  
Public Bike Rack Installations

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, sanitary/storm sewer infrastructure, 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:

\$10,000 for bike racks to be installed on public property to encourage and support bike use in 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 10th day of June, 2024.

Township of Haverford

By:

C. Lawrence Holmes, Esq.  
President

Attest:

David R. Burman, Township Manager

# Township of Haverford

Resolution No. 2385-2024

American Rescue Plan Act  
Coronavirus Local Fiscal Recovery Fund  
Recreation Facilities

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 US 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:

Grasslyn Park two tennis courts- pressure wash, resurfaced and color coated.

\$23,760

Grasslyn Park tennis court -total fence replacement around two courts including removing and disposing of current fencing.

\$32,603

Grasslyn Park basketball court- laser pave a 2 inch overlay to correct cracking, install and compact using 3 ton steam rollers. Resurface and two coats of color coating.

\$45,527.

Elwell Field two tennis courts- pressure wash, Resurface and two coats of color coating.

\$28,060.

Elwell tennis court fence replacement around two courts including removing and disposing of current fencing.

\$32,603.

Grange basketball courts (90 x 100) resurface and 2 coats of color coating.

\$13,400.

Preston basketball court (90 x 45) resurface and 2 coats of color coating.

\$9400.

4 Jaypro Basketball Backstops for Grasslyn and Hilltop courts.

\$14,271.

Resolved this 10<sup>th</sup> day of June, 2024.

Township of Haverford

By: C. Lawrence Holmes, President

Attest: David R. Burman, Township Manager

Township of Haverford

Special Projects Coordinator Department

May 21<sup>st</sup>, 2024

To: David R. Burman, Township Manager

From: Alexis De Santi, Special Projects Coordinator

Re: Darby Creek Invasive Species Project

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In conjunction with the restoration efforts happening all along Darby Creek, work in the heavily invaded sites near Jack McDonald Memorial Field is proposed. The work would include a split application of herbicide, the first in August and the second in September/October. It is expected that 70-80% control will be reached with these two applications. After treatment, we recommend a wild native seed mix be spread in the fall to limit invasive regrowth, beautify the area, and provide beneficial habitat and food for wildlife.

We recommend award of a contract for invasive species removal to Weeds, Inc. in the amount of \$12,599 to be funded through American Rescue Plan Act monies.

If you have any questions, please do not hesitate to contact me.





250 BODLEY ROAD  
ASTON, PA 19014

**WEEDS, INC.**  
**INDUSTRIAL WEED CONTROL**  
www.weedsinc.com

(610) 358-9430  
FAX (610) 358-9438

May 16, 2024

Haverford Township  
Alexis DeSanti  
1014 Darby Road  
Havertown, PA 19083

**2024 REVISED PROPOSAL – Darby Creek Invasive Project**

The best way to control the invasives in the area is with a split application of Aquaneat, Triclopyr 3, Escort, MSO, and Bullseye. The first application will be applied in late August 2024 and the second application in late September/early October 2024. This application will control most of the invasive weeds and brush. You should expect 70% - 80% control with the two applications.

Cost: \$6,299.50 per application = \$12,599.00 for the 2 applications

If you would like to accept this proposal, please sign and return.

Please contact me with any questions.

Sincerely,



Brian G. O'Neill

BGON:kmi



Accepted by

5/17/2024  
Date

# Invasive Species Removal - Darby Creek

Contract Sites



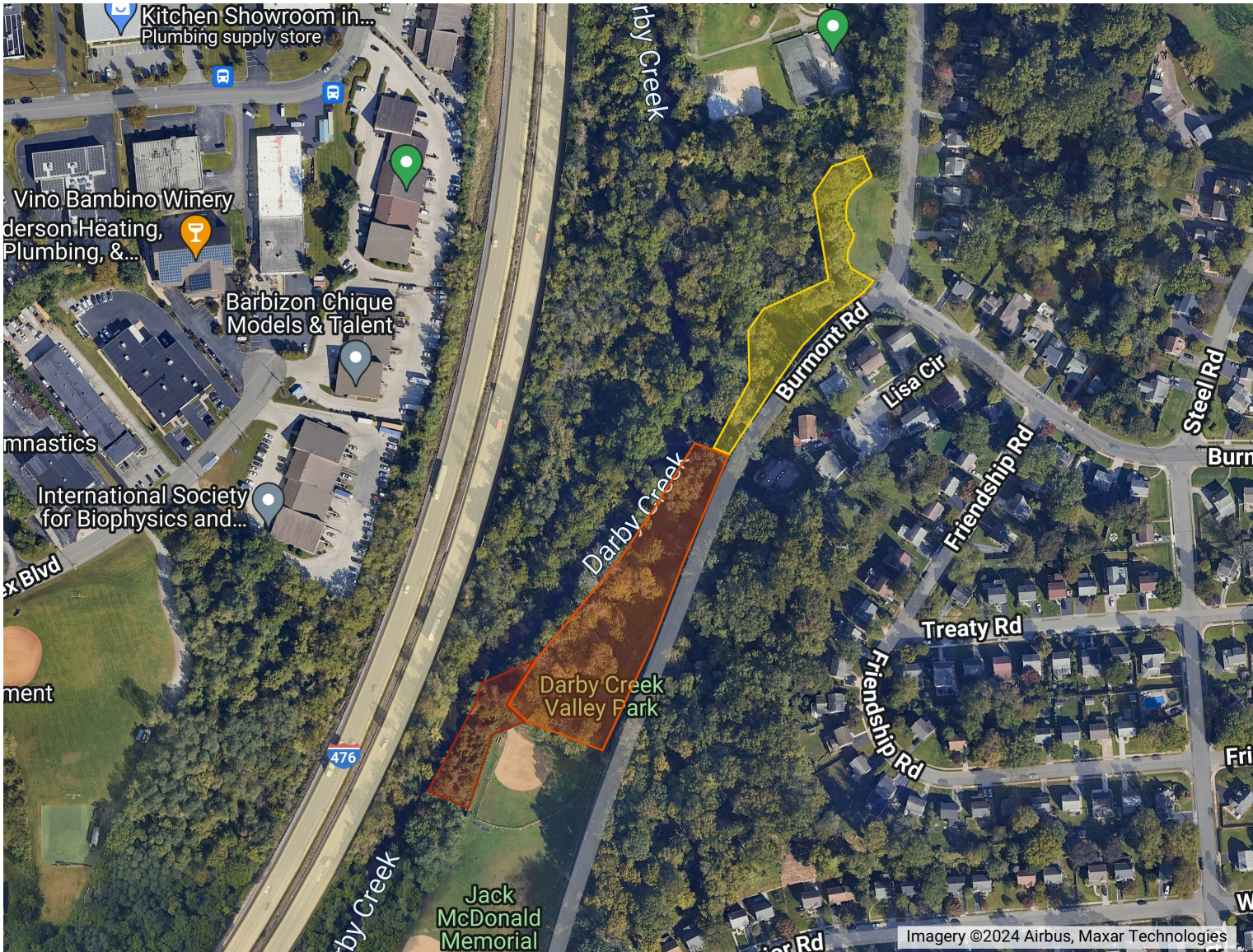
Area 1



Area 2



Area 3



# Township of Haverford

## Public Works Department Memorandum

(Formatted for Accessibility)

Date: May 30, 2024

To: Board of Commissioners  
David R. Burman, Township Manager

From: Daniel Mariani, Director of Public Works

Re: Public Works Department Purchase

### Description:

It is my recommendation that Haverford Township enter into a purchase agreement for the painting of one hundred (100) street light poles. The funding for this purchase will come from the Township Capital Funds.

Sand and Paint 100 (100) Street Light Poles in the amount not to exceed \$19,000

Bryn Mawr Property Management  
1714 Ridgeway Road  
Havertown, PA 19083

## Haverford Township Parks and Recreation Department Memorandum

Date: May 24, 2024

To: David R. Burman, Township Manager

From: Brian Barrett, Director of Parks and Recreation

Subject: Resurface and re-coat basketball courts and tennis courts at Grasslyn Park  
Resurface and re-coat tennis court at Elwell Field  
New fencing around Elwell and Grasslyn Tennis Courts  
Color coat Preston Park and Grange Park Basketball Courts

---

Attached is a quote from TopACourt for the following:

### Grasslyn Park

- Two tennis courts- pressure wash, patch, sand, cracks fixed and resurfaced and color coated. \$23,760
- Fence replacement around two courts including removing and disposing of current fencing. \$32,603
- Basketball Court- laser pave a 2 inch overlay to correct cracking, install and compact using 3-ton steam rollers. Resurface and two coats of color coating. \$45,527.

### Elwell Field

- Two tennis courts- pressure wash, patch and sand fiberglass the edge of asphalt. Resurface and two coats of color coating. \$28,060.
- Tennis court- total fence replacement around two courts including removing and disposing of current fencing. \$32,603.

### Grange Park

- Basketball Courts (90 x 100) resurface and 2 coats of color coating. \$13,400.

TopACourt is an authorized partner of AstroTurf with full access to AstroTurf Cooperative Purchasing contracts- Sourcewell #031022-AST

If there are any questions, I will be on hand for the Board of Commissioner work session on Monday, June 3, 2024.

Brian, please find our recommendations for the tennis and basketball courts that you are looking to maintain and beautify/resurface.

These prices are including prevailing wages for all the work. I will send some additional pictures of jobs fyi for some ideas, color schemes, processes of how we conduct our work, install the best (better) materials in our industry, and hopefully the jobs that we install (color coating wise) last 50% to 100% longer than some others giving you the best overall value over a longer period of use for these jobs.

Let us know if you would like to pursue as it will take me a day to put all the specifications together for all this.

**Grasslyn** Park Two Tennis Courts 1440 sq. yds.

The overall asphalt structure is in good shape. There are very few cracks and only a few small birdbaths. The color coating is essentially worn completely away, exposing the bare asphalt. The courts need to be pressure washed, after which any small issues could be patched and sanded. One coat of Acrylic resurfacer and two coats of color coating with lines will refurbish these courts.

\$23,760.00

Total fence replacement: There is a separation between the fence and the asphalt edge as this will still be the case as it has been overlaid several times. Replacing the existing tennis court fence with new 10' high black chain link fence around the four side of the courts, removing and disposing of existing materials, a top rail, bottom rail, and brace rail, 1'-high, 1 3/4', 8gauge, fused, tennis court fabric and two 4' wide gate swings. The fence is approximately 100' x 120' and four sided. Existing post to be cut off just above ground and new posts sleeved and welded in to the existing footings. The top and bottom rails will be installed, along with the new 10' high black fabric. The gate will be installed overhead gate braces installed above the gates.

\$32,603.00

**Grasslyn** Basketball Court 400 sq yds.

The asphalt surface is cracking, having reached its useful life. The surface has many structural cracks and has some planarity issues.

There are no coatings on the court other than playing lines.

We will laser pave a minimum of a 2" overlay to correct the cracking and planarity issues. We will install and compact using 3 ton vibratory steam rollers. At that time the Basketball standards and backboards also should be upgraded. (township will decide what to do as this is not in the contract as of yet)

Two coats of Acrylic Resurfacer and 2 coats of color coating

\$45,527.00

**Ellwell Field** Two Tennis Courts 1440 sq. yds.

The asphalt structure is in decent shape. There are 5-6 puddled areas along with some structural cracks. In addition there are some areas that are cracking due to the asphalt beginning to fail with age. The courts require pressure washing, Patching and sanding and fiberglass. The edge of the asphalt is also falling away and should be filled in.

The color coating is completely worn away. Two coats of Acrylic resurfacer and 2 coats of color coating

\$28,060.00

Total fence replacement: There is a separation between the fence and the asphalt edge as this will still be the case as it has been overlaid several times. Replacing the existing tennis court fence with new 10' high black chain link fence around the four side of the courts, removing and disposing of existing materials, a top rail, bottom rail, and brace rail, 1-4' high, 1 3/4", 8gauge, fused, tennis court fabric and two 4' wide gate swings. The fence is approximately 100' x 120' and four sided. Existing post to be cut off just above ground and new posts sleeved and welded in to the existing footings. The top and bottom rails will be installed, along with the new 10' high black fabric. The gate will be installed overhead gate braces installed above the gates.

\$32,603.00

Grange Field/Park basketball

Newly paved basketball court. Two coats of Acrylic resurfacer and 2 coats of color coating and lines for basketball court. 90' x100'

\$13,400.

Preston Park basketball court

Newly paved basketball court. Two coats of Acrylic resurfacer and 2 coats of color coating and lines for basketball court. 90' x45'

\$9,400.

Matt Coyle/John Coll

Top-A-Court LLC

1274 Georgia Lane

Hatfield Pa 19440

Office 215-393-8009

Cell 215-896-7510

[www.topacourt.com](http://www.topacourt.com)

Specifications for stonedust overlay paving, color coating existing colored courts, color coating new asphalt:

Complete rebuilding of courts utilizing the stone dust overlay method, Creating multi use and basketball court.

Specifications:

1. Site will be created with access to court access, when job is completed access will be removed and finished landscaped like it was before. All existing fencing and concrete footings will be removed and discarded. All cracks will be cleaned out using a small jackhammer and air blown clean. We will initially fill in all with screenings and vibro-plate into structural cracks.
2. Entire surface approximately having 1350 total square yards will be fine cleaned and loose debris will be removed. We will install and compact 1" of screenings directly on

courts to correct the surface undulations and to buffer and prevent reflective cracking through the new surface. The screenings will be installed with an automated laser guide box that will grade stone to within 1/4" of our wanted .0833% slope. Court will receive a 2 inch course of binder Asphalt Base, a fine ID2Mix asphalt and a 1.5 inch course of asphalt after compaction. Asphalt will be installed with a laser state of the art paving unit equipped with laser sensors for grade control during installation. Court will be rolled with a four-ton steam finish roller. Check for surface smoothness using 10' straightedge. No variation greater than 1/8". Existing in place fence will be edged with an aluminum edging that will consist of a angled aluminum edge 4.5" high and angled 90 degrees by 5" and pinned into existing asphalt (to create a clean edge and not pavement fabric into asphalt to allow for ease of replacement of fencing at a future time).

3. After newly paved surface cures for 30 days we will install either Laykold color coating system which will entail: two applications of acrylic resurfacer, (any areas holding water (thicker than a nickel) will be patched with court patch binder), two applications of fortified acrylic colorized filler coats (in color(s) of your choice). Two applications of 2 inch white game lines will be applied in accordance with high school basketball specifications. We will also install a few more games like 4 square, hopscotch, dodgeball etc.

Color coating:

#### Description of project:

Cleaning, sanding, repairing installing Armor Crack repair, patching puddles, application of new color coating and lines.

#### Specifications:

1. Entire asphalt surface will be pressure washed using a 4000 P.S.I. Gasoline pressure washer. We will use a whil-a-way cleaner to assure the bonding of the new acrylic surface to the existing. Existing depressions, dipped paving seams (roughly 10 areas) and cracks will be filled in with Court patch acrylic deep patch compound. Once cured we will grind material smooth and feather out to existing surface grade. We will also address high areas on surface and taper down gradually using this same leveling agent. Once all puddles are filled in and negated to at least a nickel's thickness, all patched areas will initially receive an application of acrylic resurfacer to further conceal all repairs made.
2. We will hand scrap and blow all loose debris off the existing surface using a mechanical blower and hand scrappers. We will grind all raise cracks on surface with mechanical grinder. Armor crack repair system on structural cracks: Only an approved contractor (by Armor Crack System) shall apply the Armor Crack Repair System. All areas receiving this repair will first have the following done for preparation of the cracks. All cracks will be filled in with a full depth acrylic filling compound, this should be at least 3" in depth and several crack fillings may be required to achieve this thicknesses (owner has the right to check these thickness of filling agent in the cracks, and if no not totally filled in, will require to start all over again. Many crack filling jobs in the past only have 1/2" or less of a filling agent from the top surface down (as a backer rod is used, caulk, or other insufficient means of just covering the crack will not be good enough as long term it will not perform or hold up as well as a full depth fill). All areas receiving Armor Crack Repair system will also have to be patched over using a 18" foot straight edge with this same 100% acrylic patching material. This repair system must go over a truly even surface. All repairs will be ground smooth without any imperfections visible or to the touch; it must be integrated into the existing surface without any ridges, dips, raised areas, or any other blemishes.
3. All patched areas will initially receive an application of acrylic resurfacer to further conceal all repairs made. Surface will then receive one application of acrylic resurfacer at a rate of .08/gallons per square yard for 1 application, while applying this material; attempt to further fill in all minor imperfections and create a more even and true playing surface. Surface will then receive two applications of fortified acrylic (colorized) filler coat at a rate of .10/gallons per square yard for 2 applications and sand will be used in paint to give a medium playing surface (in colors of your choice, surface speed will be medium or average for USTA). Two applications of 2 inch white game lines will be applied in accordance with U.S.T.A. specifications. White lines will be cut in with respective paint to assure even crisp edges of all lines. We will paint the net nets posts and supply new heavy duty tidyfit net and center strap. Laykold coatings will be used. Court will have a two year warranty from any defects in products or workmanship. We cannot guarantee that any new surface cracks will not develop in areas not repaired by the Armor system.

Newly paved asphalt:

After newly paved surface cures for at least 28 days we will install the Laykolds® color coating system which will entail: two applications of acrylic nusurf resurfacer, (any areas holding water (thicker than a nickel) will be patched with court patch binder), two applications of fortified acrylic colorized filler coats (in color(s) of your choice). Two applications of 2 inch white game lines will be applied in accordance with U.S.T.A. specifications. We will cut in lines with respective colors and then apply the white paint to assure even and crisp white lines. We will paint net posts, new tidy-fit tapered tennis net, and center anchor and strap.

## Haverford Township Parks and Recreation Department Memorandum

Date: May 24, 2024

To: David R. Burman, Township Manager

From: Brian Barrett, Director of Parks and Recreation

Subject: Basketball Backstops

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Attached is the quote for 4 Jayprop Basketball Backstops to replace the backstops at Grasslyn and Hilltop.

The total is \$14,271.00 which includes \$1,615.00 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 June 3, 2024.



PRICE QUOTE  
 DATE: 5/28/2024  
 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](mailto: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](mailto:bbarrett@havtwp.org)

Quantity	Model #	DESCRIPTION	Each	Total
<b>BASKETBALL BACKSTOPS</b>				
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		<b>DISCOUNT</b>	-\$166.00	-\$664.00
1		shipping	\$1,615.00	\$1,615.00
COSTAR-14 PA STATE CONTRACT				
<b>ANY UNFORESEEN UNDERGROUND IMMOVABLE OBJECTS MAY REQUIRE AN ADDITIONAL FEE TO REMOVE</b>				

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 Freight:  
 COSTARS VENDOR NUMBER 122659

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.**

May 30, 2024

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 an add of **\$10,092.88 (Ten thousand ninety-two dollars & eighty-eight cents)** and will be part of a change order to their contract.

For **AJM Electric (Electrical)** contract these change order requests total an add of **\$5,174.83 (Five thousand one hundred seventy-four dollars & eighty-three 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 #17 for an add of \$3,690.75.**

The cost included is for work associated with adding motorized window shades at the Living Room and Hub high windows in lieu of the manual shades called out on the contract documents. In review with the Library, it was determined that motorized shades were needed due to the height and accessibility of the windows in these rooms. The cost submitted and attached for reference is fair and reasonable.

**Rycon Construction Change Request #23 for a credit of (\$8,297.87)**

The cost included is for a credit back from recommendations made by Mark Sobeck & Associates (Roofing Consultant). In review of the contract documents, it was determined by Sobeck that the roofing cover board was not needed and that a higher psi insulation could be utilized for a more efficient/cost effective roofing system that resulted in a credit back. The cost submitted and attached for reference is fair and reasonable.

**Rycon Construction Change Request #25 for an add of \$14,700.**

The cost included is to provide custom finish paint match for the metal panels with the new windows. In review with the design team/contractor it was confirmed that a standard color was unavailable to compliment the window color and determined a custom match was needed. The cost submitted and attached for reference is fair and reasonable.

**AJM Construction Change Request #6 for an add of \$5,174.83.**

The cost included is to relocate the main electrical panels in the lower-level Mechanical Room. In review with the design team/contractors it was determined that the electrical panels were in the way of the new fire-service plumbing lines coming into the Mechanical Room as shown in the contract documents and had to be relocated. This cost includes an electrical disconnect now needed to locate the panels further away from the main building switchgear as they were previously adjacent to the gear. The cost submitted and attached for reference is fair and reasonable.