

HAVERFORD TOWNSHIP 2022 RESOLUTIONS

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RESOLUTION NO. 2247-2022

HAVERFORD

RESOLUTION OF ACT 537 PLAN UPDATE

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA (hereinafter “the municipality”)

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the “Pennsylvania Sewage Facilities Act”, as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage wastes, and to revise said Plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Gannett Fleming, Inc. has prepared an Act 537 Update for the entire DELCORA Service Area. This plan is for the sole purpose of addressing the PA DEP Act 537 requirements for the Eastern Service Area Plan Update.

WHEREAS, the alternative of choice to be implemented is Alternative 2 – Construction of the Deep Tunnel storage and conveyance facility and Upgrades to the Pumping and Treatment Facilities.

WHEREAS, Haverford Township finds that the Act 537 Plan Update described above conforms to applicable zoning and subdivision ordinances and to other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Municipality, Delaware County hereby adopt and submit to the Department of Environmental Protection for its approval as an update of the “Official Plan” of Haverford Township the above referenced Act 537 Plan Update. The Township hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended.)

I, David R. Burman, Secretary, of Haverford Township hereby certifies that the foregoing is a true and correct copy of the Township’s Resolution No. 2247-2022, adopted January 10, 2022.

Township of Haverford

By:

President

Attest: David R. Burman
Township Manager



RESOLUTION NO. 2249-2022

WHEREAS, the Board of Commissioners of the Township of Haverford did adopt the General Laws of the Township of Haverford (hereafter "the General Laws") by Ordinance 1960, on June 30, 1986; and

WHEREAS, §4-1104 of the Administrative Code included in the General Laws of the Township does declare the Boards intent that the Township will follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Act of the Commonwealth of Pennsylvania, Act 428 of 1968; and

WHEREAS, in accordance with the said Act 428 of 1968, the Pennsylvania Historical and Museum Commission did provide a Municipal Records Manual, the current edition being approved on December 16, 2008 and having been last updated on July 23, 2009; and

WHEREAS, in accordance with the said Act 428 of 1968, each individual act of disposition shall be approved by Resolution of the governing body of the municipality; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, in accordance with the Municipal Records Manual cited above, hereby authorizes the disposition of the following public records:

FINANCE DEPARTMENT:

Accounts Payable, Accounts Receivable, Budget and Banking Related

2014 and prior Accounts Payable Vendor File (7 years)

2014 and prior Accounts Receivable Files (7 years)

2014 and prior Preliminary Adopted Budgets and related Budget Workpapers (7 years)

2014 and prior Bank and Investment Statements and Reconciliations (7 years)

2014 and prior Accounts Payable Cancelled Checks (7 years)

2014 and prior Accounts Payable Check Registers (7 years)

2020 and prior paper copies of Warrants approved by Board of Commissioners (now retained electronically)

2017 and prior Audit Work papers (current plus prior 3 years)

2014 and prior Deposit Slips and Cash Receipt Records (7 years)

Payroll Related

2014 and prior Payroll Cancelled Checks (7 years)
2014 and prior Payroll Check Registers (7 years)
2018 and prior bi-weekly Payroll Earnings and Deduction Registers (3 years)
2016 and prior Form W2 (5 years)
2018 and prior quarterly payroll tax returns (3 years)
2018 and prior Form 1099-MISC (3 years)

Real Estate Tax Collection Related

2019 and prior Change of Address Requests (2 years)
2019 and prior Tax Certification Records (2 years)
2018 and prior Tax Claim Filings (3 years)
2018 and prior Realty Transfer Records (3 years)
2019 and prior Paid Tax Bills (2 years)
2019 and prior Official "duplicate" from Delaware County (2 years)

Land Development Closed Escrow Accounting Records

2014 and prior (7 years)

Sewer Billing Related

2016 and prior Aqua Water Readings (5 years)

Business Tax Settlement Agreements

2014 & prior (7 years)

Liquid Fuels Records

2014 & prior (7 years)

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

2016 and prior (5 years)

Municipal Lien (Satisfied) Files


Satisfied in 2020 & prior (1 year after satisfaction)

RESOLVED THIS 10th day of January, A.D. 2022.

TOWNSHIP OF HAVERFORD



President
Board of Commissioners



Attest: David R. Burman
Township Manager/Secretary



RESOLUTION 2250-2022

- WHEREAS, the Township of Haverford is a Township of the First Class, in the County of Delaware, Commonwealth of Pennsylvania; and
- WHEREAS, the Board of Commissioners of the Township of Haverford is authorized by the laws of the Commonwealth of Pennsylvania to charge appropriate costs for certain public services; and
- WHEREAS, the Board of Commissioners wishes to provide a comprehensive fee schedule for the convenience and ease of the general public in determining Township fees for the cost of said services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania that the Board of Commissioners hereby establishes the following fee schedule.

<u>TYPE</u>	<u>FEE</u>
A. Administrative Costs	
Photocopying, per page	\$ 0.25
B. Alarms	
False alarms, 3 or more per calendar year, per alarm	\$300.00
C. Amusement and Entertainment	
(1) <i>Jukeboxes and mechanical amusement devices:</i>	
<i>Annual license fees:</i>	
1 to 3, each item	\$150.00
Each item in excess of 3	\$250.00
Pool Table, annual license fees	
1 to 3, each pool table	\$150.00
Each pool table, in excess of 3	\$300.00
Jukeboxes, mechanical amusement devices and pool tables in premises owned by a nonprofit organization, each item	\$25.00
Replacement of lost or destroyed seal, stamp or decal, each item	\$5.00
(2) <i>Circuses and carnivals:</i>	
Each theatrical exhibition, per performance	\$5.00
Each concert, per performance	\$25.00
Each jugglery exhibition, per performance	\$5.00
Each circus and menagerie combined, per 1 day	\$250.00
Each outside show accompanying a circus or menagerie, per 1 day	\$25.00
Each carnival, per day	\$200.00
Each boxing or sparring exhibition, per 1 day	\$200.00
(3) <i>Any other entertainment/recreation for which a price of is charged:</i>	
Skating rink, per calendar year	\$50.00
Exhibition, recreation hall or club, per year	\$50.00
Dance hall or club, per day	\$10.00
per year	\$100.00
Religious educational and charitable organizations holding an entertainment or exhibit, per day	\$ 50.00

D.	Bathing places, public	
	Annual license and inspection fee	\$150.00
E.	Building Construction	
	(1) <i>Plan Review Fees:</i>	
	<i>Building</i>	
	New construction, Residential:	\$100.00
	Additions and Alterations over \$50,000 of construction value	\$50.00
	Nonresidential and multi-family buildings, per hour	\$95.00
	Accessibility	\$200.00
	<i>Engineering Escrow</i>	
	Steep slope of floodplain reviews	\$2,000.00
	<i>Grading and storm water management up to:</i>	
	10,000 square feet lot area affected	\$1,500.00
	10,001 to 50,000 square feet lot area affected	\$2,500.00
	Over 50,000 square feet lot area affected	\$5,000.00
	<i>Subdivision and Land Development Escrows</i>	
	Sketch plans and lot line changes	\$1,000.00
	Preliminary Subdivision Plan	\$2,500.00
	Final Subdivision Plan	\$2,000.00
	Additional escrow per lot	\$100.00
	Preliminary/Final Land development	\$5,000.00
	Each Plan Revision Resubmission	\$500.00
	<i>[Applicants seeking concurrent preliminary/final review must provide the escrow for both applications upon submission]</i>	
	(2) <i>Building Permit/Inspection Fees:</i>	
	Residential:	
	New construction:	
	First \$10,000.00 of cost (per \$1,000.00)	\$20.00
	Over \$10,000.00 of cost (per \$1,000.00)	\$15.00
	Alterations and repairs:	
	First \$10,000.00 of cost (per \$1,000.00)	\$20.00
	Over \$10,000.00 of cost (per \$1,000.00)	\$15.00
	Alterations and repairs, decks, sheds, detached garages:	
	First \$10,000.00 of cost (per \$1,000.00)	\$20.00
	Over \$10,000.00 of cost (per \$1,000.00)	\$15.00
	Roofing, siding, windows and doors:	
	Per \$1,000.00 of cost	\$20.00
	HVAC installations, per \$1,000 of cost	\$25.00
	Re-inspection for violations/noncompliance, per inspection	\$100.00
	Portable Storage Units	\$50.00
	<i>Nonresidential and Multifamily Buildings:</i>	
	<i>New construction:</i>	
	First \$40,000.00 of cost (per \$1,000.00)	\$ 25.00
	Over \$40,000.00 of cost (per \$1,000.00)	\$ 20.00
	Alterations and repairs (including roofing and siding):	
	Per \$1,000.00 of cost	\$ 20.00
	Accessory structures:	

First 200 square feet	\$50.00
Each additional 100 square feet	\$15.00
Curb and sidewalk repairs, per \$1,000 of cost	\$50.00
Re-inspection for violations/noncompliance, per inspection	\$100.00
Trailers	\$250.00

Tents:

Up to 500 square feet	\$50.00
501 to 800 square feet	\$100.00
801 square feet and over	\$200.00

Signs:

Wall signs	\$100.00
Freestanding signs	\$150.00
Temporary signs	\$100.00

Swimming pools:

In-ground pools, including bonding & fence enclosure	\$250.00
Above-ground pools	\$75.00

Fencing:

First 100 linear feet	\$40.00
Each additional 100 linear feet	\$10.00

Demolition permits:

First 2,000 square feet of building area	\$200.00
Each additional 2,000 square feet	\$75.00

Certificate of Use and Occupancy:

New construction:

Single-family dwelling	\$50.00
Nonresidential and multifamily dwelling	\$100.00

Change of ownership/occupancy:

Application received with more than 30 days processing time, per unit	\$75.00
Application received with less than 30 days processing time, per unit	\$105.00
Application received with less than 10 days processing time, per unit	\$175.00
Application received with less than 5 days processing time, per unit	\$300.00
Each re-inspection	\$25.00
Zoning Certification Letter	\$100.00

(3) *Electric permits:*

All new installations, alterations to existing and additional electrical per \$1,000.00 of cost	\$20.00
Re-inspections to correct violations	\$20.00

(4) *Plumbing permits:*

Water service connections from house to curb, per 100 feet	\$75.00
Sewer service connections from house to curb, per 100 feet	\$100.00
On-site sanitary systems (excludes engineers review)	\$100.00

	Private Wells	\$100.00
	All new installations, alterations and additions to existing and additional plumbing, per \$1,000.00 of cost	\$20.00
F.	Contractors, Licensing of (per calendar year)	
	Master plumber or electrician	\$75.00
	General, sign, lawn care, swimming pool paving or subcontractors	\$75.00
	Property manager, decorator	\$75.00
	Journeyman plumber or electrician, chief plant electrician, oil burner or refrigeration service dealer	\$15.00
	Apprentice plumber or electrician	\$7.50
G.	Electrical Standards, annual permits	
	Routine repairs, maintenance or replacement at a pre-designated site, per calendar year	\$150.00
H.	Erosion and Sediment Control	
	Up to 1 acre of land graded or disturbed, exceeding ½ acre	\$50.00
	Each acre exceeding 1 acre, up to 10 acres	\$15.00
	Each acre exceeding 10 acres	\$5.00
	[Engineering escrows are also required per Building Construction Plan Review Fee Schedule (Subsection E(1) above)]	
I.	Explosives	
	Blasting permit, each 10 day period	\$500.00
	Storage of explosives, per calendar year	\$1,000.00
J.	Fire Prevention Fees	
	Annual fire prevention inspections:	
	Buildings up to 1,500 square feet	\$80.00
	Buildings 1,500 square feet to 3,000 square feet	\$105.00
	Each additional 2,000 square feet to 9,000 square feet	\$20.00
	All structures over 9,000 square feet	\$325.00
	Re-inspection for corrections to defects	\$30.00
	Failure to appear for scheduled inspection	\$50.00
	Depositions and/or expert testimony at court appearances:	
	Consultation: two-hour minimum, per hour	\$65.00
	Deposition: four-hour minimum, per hour	\$40.00
	Fire Incident Report	\$25.00
	Fire Permits:	
	Plan review, per hour	\$95.00
	Fire alarm permits	\$100.00
	Fire suppression, sprinklers & hoods, per \$1,000 of cost	
	Upto \$50,000 of cost	\$25.00
	Each additional \$1,000 of cost	\$15.00
	Use and occupancy inspections (initial application)	\$25.00
	Tank permits (removal or installation, per tank)	
	Residential	\$65.00
	Commercial	\$100.00
	All other high-hazard permits, per the Fire Prevention Code per \$1,000 of cost	\$25.00
	High-hazard/multi-dwelling-unit buildings:	

	0 to 25 dwelling units	\$150.00
	26 to 50 dwelling units	\$200.00
	51 to 75 dwelling units	\$225.00
	76 to 100 dwelling units	\$250.00
	101 to 150 dwelling units	\$275.00
	Each additional 100 units	\$50.00
K.	Food and Drink	
	Eating and drinking establishments (sit down dining)	
	With less than 49 seats	\$200.00
	With 50-199 seats	\$250.00
	With 200 or more seats	\$350.00
	Eating and drinking establishments with retail sales	
	Applicable retail fee + eating and drinking establishment fee	
	Take out facilities (no seating)	\$200.00
	Bakery only	\$100.00
	Retail food facilities (e.g. grocery stores, mini marts, convenience stores)	
	1,500 square feet or less of floor space	\$100.00
	1,501 to 2,500 square feet of floor space	\$250.00
	2,501 to 5,000 square feet of floor space	\$300.00
	5,001 to 7,500 square feet of floor space	\$390.00
	7,501 to 10,000 square feet of floor space	\$515.00
	10,001 to 15,000 square feet of floor space	\$665.00
	Over 15,000 square feet of floor space	\$815.00
	Retail food having take out or sit down dining:	
	Applicable retail fee, plus	\$200.00
	Commissaries (including caterers)	\$250.00
	Mobile food vendors	\$125.00
	Nonprofit charitable operation	\$45.00
	Temporary food service/special event:	
	1 to 5 food vendor booths	\$85.00
	Each additional booth	\$20.00
	Seasonal Farmers Market Vendor	\$100.00
	Vending Machines	\$25.00
L.	Garbage, Rubbish and Refuse	
	Bulk Trash collection, for 1-5 items, per item	\$18.00
	Clean-Out, 6-10 items, flat fee	\$98.00
M.	Housing Standards	
	Annual housing license	\$60.00
	Housing license inspection or re-inspection fee, per unit	\$50.00
	Failure to appear for scheduled inspection	\$50.00
N.	Miscellaneous Licenses & Permits	
	Backyard Chicken License (initial application)	\$60.00
	Backyard Chicken License (renewal)	\$25.00
O.	Parks and Playgrounds	
	Seasonal adult and non-township ball field permits	\$500.00
	Township park pavilion	\$50.00
	Synthetic Turf Rental Fees:	
	Township Organization, Volunteer coaches, per hour	\$20.00

	Township Organization, Paid coaches/employees, per hour	\$45.00
	Non-Township Organization, Volunteer coaches, per hour	\$85.00
	Non-Township Organization, Paid coaches/employees, per hour	\$110.00
	Denny Gym Rental Fees, Half Court:	
	Township Organization, Volunteers/individual, per hour	\$60.00
	Township Organization, Paid coaches/business, per hour	\$110.00
	Non-Township Organization, Volunteers/coaches, per hour	\$85.00
	Non-Township Organization, Paid coaches/employees, per hour	\$150.00
	Denny Gym Rental Fees, Full Court:	
	Township Organization, Volunteers/individual, per hour	\$90.00
	Township Organization, Paid Coaches/business, per hour	\$175.00
	Non-Township Organization, Volunteers/individual, per hour	\$140.00
	Non-Township Organization, Paid Coaches/business, per hour	\$200.00
	Activity Rooms	\$50.00
	Studio/private	\$50.00
	Studio/business	
	Township/business	\$50.00
	Non-Township/business	\$75.00
	Environmental Lab:	
	Resident/private	\$60.00
	Township/business	\$80.00
	Non-Resident/private	\$75.00
	Non-Township/business	\$95.00
	Multi Use Room:	
	Half Room:	
	Resident, private, per hour	\$55.00
	Township, business, per hour	\$90.00
	Non-Resident, private, per hour	\$75.00
	Non-Township, business, per hour	\$130.00
	Full Room:	
	Resident, private, per hour	\$100.00
	Township, business, per hour	\$165.00
	Non-Resident, private, per hour	\$130.00
	Non-Township, business, per hour	\$200.00
P.	Peddling and Soliciting	
	Soliciting or peddling license by a township resident/landowner at their primary residence or owned property within Haverford Township, each two-day period (except Christmas tree sales)	\$50.00
	Soliciting or peddling license by a township resident at a location other than their primary residence or owned property within Haverford Township, or by a nonresident, each two-day period (except Christmas tree sales), per location	\$150.00
	Christmas tree sales, 45 day maximum	\$100.00
Q.	Poles	
	Erect any telephone, electric light or power pole	\$35.00
R.	Police Services	
	Photographs, each	\$15.00
	Fire investigation report	\$50.00
	Police incident report:	
	Each copy	\$15.00

	For senior citizens (65 years and older)	\$5.00
	Police accident investigation report:	
	Each 2 pages	\$15.00
	For senior citizens (65 years and older), each 2 pages	\$5.00
	Copies of any other files/reports, per page, plus the cost of postage	\$0.25
	Police details, per hour rate, per officer	\$90.00
	Civil service – entry level applicants	\$45.00
	Fingerprinting service, civilians, non-arrest related	\$35.00
	Block party permit	\$35.00
	Live music permit	\$10.00
	Special Event Race permit	\$50.00
	Police Body Camera Footage (per upload)	\$19.00
	Police Body Camera Footage (per minute of redaction)	\$1.00
	Music Festival (over 1,000 people)	\$150.00
S.	Sewage and Drainage Facilities	
	Sewer service connection fee	\$1,500.00
T.	Skating Rink	
	Advertising (per Board)	\$400.00
	Public skating	
	Adult, 7 years and over (1 ½ hours)	\$8.00
	Children, 6 years and under (1 ½ hours)	\$6.00
	Senior citizens	\$3.00
	Home schoolers	\$7.00
	Group rates	\$7.00
	High school hockey game admission	\$5.00
	Rental of upper meeting room, Resident/Non-Resident per hour	\$30.00/\$40.00
	Hourly early morning rental (begin at or before 6:00am and end at or before 8:00am)	\$100.00
	Hourly group ice rental, Winter Season (Sept 1 – March 31)	\$375.00
	Hourly group ice rental, Spring Season (Apr 1 – May 31)	\$280.00
	Hourly group ice rental, Summer Season (June 1 – Aug 31)	\$250.00
	Hourly group ice rental, “Last Minute Special” (reserved within 7 days for otherwise unreserved ice time)	20% Discount
	Family membership books:	
	Haverford Township residents	\$65.00
	Nonresidents	\$70.00
	Including skate rental	\$10.00
	Skate rental	\$2.00
U.	Subdivision and Land Development Application Fees	
	Sketch plans and lot line changes	\$150.00
	Minor subdivision, each submission	\$500.00
	Major subdivision, each submission	
	5-10 lots	\$1,000.00
	11-25 lots	\$1,500.00
	26 or more lots	\$2,000.00
	Land development, per 20,000 square feet of lot area, plus \$100.00 per tenant/leasehold	\$1,500.00
	[Note: See also Subsection E(1), Engineering escrows.]	

V.	Streets and Sidewalks	
	Excavations/opening of a public right-of-way:	
	First 10 linear foot cut of an unimproved surface	\$24.00
	Each additional 10 linear feet	\$9.00
	First 10 linear foot cut of an improved surface	\$24.00
	Each additional 10 linear feet	\$14.00
	Plus:	
	Improved surface restoration escrow (per every 5 linear feet)	\$1,000
	Unimproved surface restoration escrow, per \$1,000 of cost	\$50.00
	Street degradation fee for improved surface	\$100.00
	Additional degradation fee if surface paved within the past five years:	
	Per linear foot, if paved within 1 year	\$34.00
	Per linear foot, if paved within 2 year	\$28.00
	Per linear foot, if paved within 3 year	\$22.00
	Per linear foot, if paved within 4 year	\$16.00
	Per linear foot, if paved within 5 year	\$10.00
	Road closing to traffic:	
	Per hour, first 24 hours	\$5.00
	Per day, each additional day	\$40.00
	Right-of-way occupancy:	
	First 24 hours	\$80.00
	Per day, each additional day	\$10.00
	Special inspections, per hour	\$25.00
	Oversize or overweight loads, per day	\$500.00
	Sidewalk and curb construction or replacement, each 50 feet	\$50.00
	Petition to Open or Vacate Streets:	
	Filing Fee	\$575.00
	Professional Services fee, per hour	\$220.00
W.	Telecommunications	
	Wireless communication facilities.	
	Application fee per each facility in a right-of-way	\$330.00
	Per each other wireless communication facility	\$650.00
	Annual right-of-way (ROW) use fee	\$190.00
	Annual fee per authorized attachment to any single Township structure in the ROW	\$275.00
	Rental fees for attachment to Township structures outside of a ROW are negotiable, but not less than market rates	
	Professional services escrow deposit	\$2,500.00
X.	Zoning Hearing Board Applications & Appeals	
	Residential variances, appeals or special exceptions	\$550.00
	Nonresidential accessory signs or other accessory structures	\$700.00
	Subdivision related variances & new construction	\$700.00
	All other applications and/or appeals	\$2,000.00
Y.	Finance	
	Lien Service Fee, covers filing & satisfaction	\$125.00
	Revival of lapsed lien (20 year life)	\$100.00
	Interest rate of liens	10%, annual
	Tax Certification, per year	\$5.00
	Tax Certification rush service (if needed in less than <u>2</u> working days),	

additional flat fee	\$10.00
Returned check charge	\$35.00
Finance charge on all unpaid invoices over 60 days	15%, annual
Duplicate tax bill fee	\$2.00

Z. Delinquent Sewer and Trash

If a long-standing sewer and/or trash account is assigned to special counsel for collection, the property owner will be subject to the following fees and charges. Additionally, there shall be added to the below amounts any reasonable out-of-pocket expenses of counsel in connection with each of these services, as itemized in the applicable counsel bills, which shall be deemed to be part of the fees.

Verify data, setup and open file, prepare and send demand letter	Legal Fees - \$160.00
Prepare and file Writ of Scire Facias; related bookkeeping	Legal Fees - \$250.00
Court Fees according to Delaware County fee schedule in effect	
Sheriff Fees	Varies
Prepare and mail correspondence per Pa. RCP 237.1	Legal Fees - \$30.00
Prepare and file Default Judgment; related bookkeeping	Legal Fees - \$175.00
Court Fees according to Delaware County fee schedule in effect	
Prepare and file Writ of Execution for Sheriff Sale	Legal Fees - \$800.00
Court Fees according to Delaware County fee schedule in effect	
Sheriff Fees	Varies
Administrative Fees for Payment Schedule:	
Three months or less	\$25.00
More than three months	\$50.00
Calculation of Payoff Figures on Delinquent Accounts assigned for collection	\$25.00

AA. Hearing before the Board of Commissioners

Conditional Use	\$1,500.00
Validity Challenges/Curative Amendments	\$2,000.00
Change of Zoning Classification	\$2,500.00
Inter-municipal transfer of liquor license application	\$1,500.00

BB. Miscellaneous Fees

Record request and reproduction for subpoena or testimony:	
Document search – hourly rate	\$25.00
Witness Appearance (in additional to record fees):	
First 3 hours, including travel	\$150.00
Additional hour or portion thereof	\$25.00
Mileage	Current IRS rate
Professional Assistance/Special Events	
Township Medic w/Township ALS vehicle - hourly rate	\$110.00
Narberth EMS Assistance w/Narberth Ambulance –	Narberth stated rates

CC. Parking Fees

Meter/Kiosk Parking (per 30 minutes)	\$.25
Convenience fee (for meter/fine credit card transaction)	\$2.50
Parking lot hang tags (quarterly)	\$90.00
Parking meter violation	\$15.00
Parking meter violation (after 5 days)	\$20.00
Parking Card (initial issuance or replacement card)	\$5.00
Parking Card (initial issuance) for Township senior citizens age 65 or over	waived

Parking Card (time loaded) for Township senior citizens age 65 or over	2x credit
Charging at electric vehicle station	
(per hour, while charging)	\$1.00
(per hour, if still connected 30 minutes after charge is complete)	\$2.00


DD.	Shade Tree Care	
	Tree Permit (new plantings)	waived
	Tree Permit (removal, pruning, spraying)	\$75.00
	Payment in Lieu of Planting (per tree)	\$250.00
	Appeal of denial	\$500.00

RESOLVED, THIS 14th day of February, 2022.

TOWNSHIP OF HAVERFORD



C. Lawrence Holmes, Esq
President, Board of Commissioners

Attest: _____
David R. Burman
Township Manager/Secretary



RESOLUTION 2251-2022

- WHEREAS, the Township of Haverford is a Township of the First Class, in the County of Delaware, Commonwealth of Pennsylvania; and
- WHEREAS, the Board of Commissioners of the Township of Haverford is authorized by the laws of the Commonwealth of Pennsylvania to charge appropriate costs for certain public services; and
- WHEREAS, the Board of Commissioners wishes to establish a general schedule for reimbursement of fees, costs, charges and expenses of the Municipality's Professional Consultants.

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

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

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

Township Engineer (David Pennoni)	\$145.00 per hour
Senior Professional	\$140.00 per hour
Project Professional	\$134.00 per hour
Staff Professional	\$127.00 per hour
Associate Professional	\$118.00 per hour
Graduate Professional	\$110.00 per hour
Technician	\$101.00 per hour
Field-Technician	\$84.00 per hour
Project Assistant	\$30.00 per hour
Survey Crew	\$210.00 per hour

(ii) Township Solicitor \$175.00 per hour

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

RESOLVED, THIS 14th day of February, 2022.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq
President, Board of Commissioners

Attest:

David R. Burman
Township Manager/Secretary

The following procedures have been adopted by the Township of Haverford as authorized by action of the Board of Commissioners on February 14, 2022. These procedures shall be used for the orderly determination of the need to use consulting engineering firms, qualification and selection of firms, and general administration and monitoring of the engineering agreements.

A detailed scope of work, describing the project, its location, and services required, will be prepared (if the Municipality, Township, etc., has the capability to prepare an engineering cost estimate, one should be prepared to compare with the consultant's proposal).

An advertisement including the DBE Goal Request will be submitted in ECMS to PennDOT's Contract Management Section. Advertising the request for statements of interest from consulting firms interested in performing the required engineering services is governed by municipal Home Rule Charters, codes or statutes. The advertisement may need to appear in at least one newspaper of general circulation.

The advertisement will include the following information:

- a) Location and brief description of the required engineering services.
- b) Indication of the method of procurement as competitive negotiations;
- c) A statement that the Township encourages responses from small firms, minority firms, and firms who have not previously performed work for the Township.
- d) The Disadvantaged Business Enterprise Goal, if any. Or nondiscrimination provisions to encourage the prime to notify DBE subconsultants of contracting opportunities associated with the agreement and solicit their participation, if DBE Goals are not required for the agreement.
- e) A statement that indicates whether the modified or normal selection method will be used.
- f) A list, in order of importance, of the selection criteria against which the statements of interest will be reviewed.
- g) A requirement that responding consultants must be registered business partners in ECMS with their qualification packages submitted prior to the submission of the SOI.
- h) Outside of ECMS, include contact information for project discussions and a description of the method of discussion. For ECMS, a statement must be included in the advertisement stating that all questions and answers are required to go through ECMS's "Questions and Responses" forum. If oral presentations are required, it must be stated in the advertisement.
- i) Cut-off time for response to the advertisement (minimum of two weeks).

Note: For a Municipal Engineer advertisement, the Municipality has the option of submitting their advertisements for approval electronically in ECMS or by email, for newspaper advertising, as

required by their Home Rules Charters, and for publishing paper advertisements in ECMS to ECMS_Local_Advertisements@pa.gov.

Three consultants will be selected from those consultants who submit statements of interest. A qualification selection committee, consisting of a minimum of three people:

- a. Local Ward Commissioners or designee,
- c. Asst. Twp. Mgr./Finance Director or designee,
- b. Township Manager or designee,
- d. Director of Public Works or designee

shall review the qualifications of consultants who submit statements of interest as well as their responsiveness to the requirements of the advertisement. Documentation of consultants considered and the committee's recommendation shall be maintained in the project file. The committee shall document the reasons for their recommendation.

For selecting a consultant to perform bridge inspection, construction inspection agreements, or noncomplex or selected moderately complex projects as defined in DM1, or for selecting a consultant as a Municipal Engineer a modified process may be used, and a ranking will be determined based on a review of the statements of interest.

For all other Agreements the normal selection method should be used. The Township Manager shall review the recommendations of the qualification committee and select three firms to be recommended to the Pennsylvania Department of Transportation (hereinafter called the Department) as the consultants to prepare a proposal. Upon receipt of the approval of the consultants from the Department, a technical proposal shall be requested from the consultants.

The request for technical proposals shall include a brief written scope of work. The consultants will be invited to a scope of work meeting at which time the project will be explained in detail. Representatives from the Department will be invited to the meeting. The consultants will be advised of the applicable Federal regulations, review procedures, contract format, and administration. A copy of the Department's Publication 442 will be supplied to the consultants with the understanding that the specifications will be made a part of the contract. The Township limitations of profit, wages, etc., will be explained. The consultants will be given a name and phone number to contact in case they would have any questions during the preparation of their proposal.

Upon receipt of the technical proposals from the consultants, the qualification committee shall review the technical proposals and make a recommendation for the ranking of the shortlisted consultants for

the purpose of negotiating an engineering agreement. The committee shall document the reasons for their recommendation.

The Municipality shall conduct discussions with the firms to consider anticipated concepts and compare alternative methods for furnishing services.

For both modified and normal methods of selection, the Board of Commissioners shall review the recommendation of the qualification committee and rank, in order of preference, the firms. The ranking will be recommended to the Department for approval. Documentation supporting the ranking of the consultants shall be forwarded to the Department when requesting approval of the consultant's ranking. The Department shall approve and/or comment on the municipalities recommended ranking.

The municipality will request a price proposal from the approved first ranked firm and submit the appropriate number of copies to the Department.

The Department will conduct the pre-award evaluation and schedule and hold negotiations, if necessary.

The agreement will be prepared by the Department and circulated for signatures.

It is understood that the consultant cannot begin work until the Federal authorization has been obtained, and both the engineering Agreement and the Reimbursement Agreement have been fully executed, and notification of this fact has been received by the Township.

The Township Manager will designate a person to perform liaison activities between the Township, the Department, and the consultant.

The Township will enter into a reimbursement agreement with the Department setting forth the methods for reimbursing the federal funds to the Township. The reimbursement agreement will be prepared by the Department.

During the life of the engineering agreement, monthly (or at other appropriate times) meetings will be held with the consultant and the designated liaison person. The Department will be invited to attend these meetings. Documentation of these meetings will be included in the project file.

Partial payment invoices for work performed will be processed as provided by Publication 442. After review of the invoices by the Asst. Twp. Manager/Finance Director, it will be paid. The invoice will in turn be forwarded to the Department with recommendation for reimbursement of the Federal and/or State share.

Prior to termination of services and payment of the final invoice, a joint review will be made by the Department and the Township to insure the propriety of claims and that all terms and conditions of the

contract have been satisfied. Documentation of these findings will be submitted to the Department with the final invoice.

The Township's designated liaison person will complete copies of the Form D-429, "Past Performance Report for Consultant Engineers", see Appendix 7F or Form D-429 CI, "Past Performance Report for Consultant Engineers Construction Inspection", see Appendix 7G. For projects that were entered in ECMS, the evaluations can be completed in ECMS.

It is understood and made part of these procedures that the employees of the Township will neither solicit nor accept gratuities, favors, or anything of monetary value from consultants or contractors or potential consultants or contractors. Violators of said standards will be subject to dismissal from their employment with the Township, by order of the Board of Commissioners.

Now, Therefore Be It Resolved that the Board of Commissioners of the Township of Haverford have adopted these policies and procedures for engineering by consultants and will adhere to the rules and regulations of the Department.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Board of Commissioners this 14th day of February, 2022, on behalf of the Township of Haverford hereby accept the aforesaid policies and procedures.

UPON MOTION DULY MADE and seconded, the above resolution as adopted the day and year set forth above.

TOWNSHIP OF HAVERFORD

ATTEST:

BY: 

Title: Township Manager/Secretary

David R. Burman

BY: 

Title: President, Board of Commissioners

C. Lawrence Holmes, Esquire



RESOLUTION NO. 2253-2022

RESOLVED, that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, hereby authorizes transfers to be made between accounts of the 2021 Budget as set forth below:

General Fund Expenditure Increases

Finance (402)	\$	7,000
Police (410)	\$	331,000
Code Enforcement (413)	\$	53,000
Street Lighting (434)	\$	65,000
Parks & Recreation (450)	\$	59,000

General Fund Revenue Increases

Business Privilege Tax	\$	(7,000)
Police Special Details	\$	(279,900)
Police Grant Revenues	\$	(51,100)
Building & Grading Permits	\$	(53,000)
Recreation Programs	\$	(59,000)

General Fund Expenditure Decreases

Sanitation (427)	\$	(65,000)
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Change in Expenditures Grand Total	\$	-
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Resolved, this 14th day of February, A.D., 2022.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq
President, Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary



Resolution No. 2254-2022


Whereas, the Township of Haverford applies for and receives grants from the Commonwealth of Pennsylvania and agencies of the Commonwealth, and

Whereas, the Township enters contracts for use of grant funds to be received from the Commonwealth and its agencies,

Now Therefore Be It Resolved by authority of the Board of Commissioners of the Township of Haverford, Delaware County, that the Township Manager is hereby authorized to sign grant contracts and grant agreements with the Commonwealth and its agencies related to the Reimbursement Agreement – R22060002 (Pennsy Trail) and sign this agreement on behalf of the Township.

Resolved this 14 Day of February, 2022

By: 
C. Lawrence Holmes, President

Attest: 
David R. Burman, Township Manager



RESOLUTION NO. 2255-2022

HIGHWAY USE AGREEMENT

**RIGHT OF ENTRY FOR LANDSCAPE INSTALLATION &
MAINTENANCE**

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

ATTEST:

C. Lawrence Holmes

C. Lawrence Holmes, Esq.
President

TOWNSHIP OF HAVERFORD

By: _____
David R. Burman

David R. Burman
Township Manager

I, David R. Burman, Township Manager of the Township of Haverford, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners held on 14th day of March, 2022.

March 14, 2022

David R. Burman
David R. Burman, Township
Manager



**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PA**

RESOLUTION NO. 2256-2022

**A RESOLUTION AUTHORIZING AN
APPLICATION TO THE DELAWARE COUNTY
COUNCIL FOR AN ALLOCATION OF COUNTY
LIQUID FUEL TAX FUNDS IN 2022 FOR SNOW
REMOVAL COSTS AND GENERAL
MAINTENANCE OF TOWNSHIP ROADS**

WHEREAS, the undersigned Municipality desires to take advantage of the Act approved June 1, 1945, P.P. 1242 and as provided in the Act approved May 18, 1945, P.L. 803 permitting Counties of the Commonwealth of Pennsylvania to appropriate and expend moneys for the improvements and maintenance of State Highways and State-Aid Highways or Public Highway in any County of the Commonwealth.

THEREFORE, BE IT RESOLVED, that we, the elected officials of Haverford Township, Delaware County, Pennsylvania, in regular session assembled on this 14th day of March, 2022 do hereby make application to the County Council of Delaware County for an allocation of County Liquid Fuel Tax Funds in the amount of \$53,568.00 to be used toward snow removal costs and general maintenance of township roads.

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

RESOLVED this 14th day of March, 2022.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq
President, Board of Commissioners

ATTEST:

David R. Burman
Township Manager/Secretary



RESOLUTION NO. 2257-2022

Resolution to Evaluate Gender Equity in Haverford Township Compensation Packages and Policies

Whereas, the month of March is recognized in the United States as Women's History Month, a time to honor and celebrate the contributions and achievements of women in the building of our nation and in everyday life; and

Whereas, throughout our nation's history, women have continued to blaze trails for future generations of women and girls, often in the face of adversity and with inadequate recognition for their work; and

Whereas, the labor and efforts of the women before us have led to advancements in science, math, medicine, arts, and human rights, and have paved the way for women's increased participation in our country's legislative bodies and entire workforce, which has strengthened the U.S. economy over the past 40 years; and

Whereas, in 1979, according to data from the U.S. Bureau of Labor Statistics, women earned 62 cents for every dollar earned by a man; in 2004, women earned about 80 cents for each dollar made by a man. Eighteen years later, that gap has stayed largely consistent: women now earn an average of 82 cents for every dollar a man earns. For women of color, the wage gap is even larger; and

Whereas, according to the U.S. Census Bureau, in 1990, only 32.5 percent of households were headed by women, in 2019, 49 percent of all households in the United States were headed by women, and 60 percent of Black women were heads of household. The overall economic impact of these lost wages directly impacts all families as well as reducing the economic power of fully half of American families, including those who live in Haverford Township; and

Whereas, recent reports from the Bureau of Labor Statistics show that women suffered a majority of the pandemic-related job losses, and that while the jobs lost by men since February 2020 have now been fully recovered, women still lag behind by 1 million jobs. Data suggests these numbers are closely linked to caregiving responsibilities and the prevalence of women working in industries hit particularly hard during the pandemic; and

Whereas, equitable pay and opportunity can increase wages, which increases household spending, contributes to the economy, improves the lives of entire families, and provides more opportunity for all workers; and,

Whereas, the Township of Haverford in Delaware County, Pennsylvania, is committed to diversity and inclusion, and to being an equal opportunity employer, and is one of the largest employers in our municipality; and

Whereas, Haverford Township is committed to investigating existing any pay inequities in the workforce, which could have an immediate positive economic impact on local employees and their families, and would set an example and standard for how good government should work to promote equity in policy as well as practice.

Now Therefore Be It Resolved, that the Township of Haverford will collect BIDS for a professional, third-party, anonymized overall compensation analysis that examines equity among Township employees; and,

Be it Further Resolved, that Board of Commissioners will establish a task force, made up of select commissioners and chief level officers of the Township, who will review the findings from the compensation analysis and report to the Board its recommendations. This task force may also review existing policies and procedures that may influence the Township's ability to attract, retain, and promote female employees, including but not limited to: equitable opportunities for advancement, workplace discrimination and harassment policies and practices, flexible work arrangements, paid family leave policies and other benefits supporting parents who need childcare.

Resolved this 14th day of March, 2022.

Township of Haverford



By: C. Lawrence Holmes, Esquire
President



Attest: David R. Burman, Township Manager



RESOLUTION NO. 2258-2022

Haverford Township Stands Alongside Ukraine

Whereas, the Russian Federation recently violated international peace and security agreements and amassed hundreds of thousands of troops on Ukraine's border; and

Whereas, Vladimir Putin has now launched an unjust and unwarranted invasion upon the peaceful nation of Ukraine; and

Whereas, Russian soldiers are currently sweeping through the country, inflicting violence and terror upon millions of civilians and destroying homes, businesses, and properties; and

Whereas, the United States has galvanized the international community and our allies to impose the strongest possible sanctions on Russia and its financial institutions in response to the Russian invasion of Ukraine; and

Whereas, Pennsylvania is home to over one hundred thousand Ukrainian Americans and to millions who care deeply for and stand strongly in support of the Ukrainian people.

Now, Therefore, Be It Resolved by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania concurring herein:

That we, the Board of Commissioners:

1. Proudly stand alongside Ukraine, its people, and its leaders during this horrific and unnecessary war and vow to support Ukraine; and
2. Condemn, in the strongest possible terms, Vladimir Putin's violent attack on the people of Ukraine and strongly endorse the swift and severe economic sanctions and stringent export controls that President Biden's administration has imposed on Russia; and
3. Urge Russia to immediately cease its violent, illegal, and immoral assault upon Ukraine, end the needless bloodshed, and return to diplomacy and the rules-based international order that has ensured peace and prosperity for so many.

Adopted this 14th day of March, 2022.

Township of Haverford

By: C. Lawrence Holmes, Esquire
President

Attest: David R. Burman
Township Manager



RESOLUTION NO. 2259-2022

WHEREAS, the Board of Commissioners of the Township of Haverford supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission; and

WHEREAS, the Board of Commissioners of the Township of Haverford fully understands that DVRPC will provide project management and oversight of the planning grant, if chosen for funding; and

WHEREAS, the Board of Commissioners of the Township of Haverford fully understands the application requirements including county coordination and attachments; and

WHEREAS, the Board of Commissioners of the Township of Haverford fully understands that DVRPC will provide project management and oversight for the grant and advise on the qualifications-based procurement process, if required; and

WHEREAS, the Board of Commissioners of the Township of Haverford fully understands that DVRPC will contract directly with a consultant chosen through a fair and open procurement process on behalf of the project sponsor; and

WHEREAS, the Board of Commissioners of the Township of Haverford hereby authorizes the Township Manager to submit an application to DVRPC for a TCDI planning grant; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Haverford agrees to, if selected for the TCDI grant, to take all necessary action to complete the project associated with the grant agreement within the 24-month timeframe, and submit the final deliverable to DVRPC; and to provide proof of adoption or acceptance of the final deliverable by the governing body through a resolution that must be submitted no later than December 31, 2024 to DVRPC.

RESOLVED THIS 11th day of April, 2022.

Township of Haverford

By: 
C. Lawrence Holmes, Esquire

President



Attest: David R. Burman

Township Manager



RESOLUTION NO. 2260-2022

WHEREAS, the Reverse Subdivision Plan Set for Sleepy Valley Holdings, LLC, Kathmere Road, Havertown, Haverford Township, Delaware County, known as D.C. Folio Nos. 22-07-00744-00 & 22-07-00745-00 has been submitted to consolidate two (2) undeveloped parcels, resulting in one (1) lot containing 6,250 square feet for the construction of a single family dwelling. The subject property is within the R-4 Zoning District, and is located in the 7th Ward. The aforesaid plans were prepared by Yohn Engineering, LLC, Collegeville, PA, dated January 24, 2022; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, March 10, 2022, did vote to recommend approval of the plans subject to the following conditions:

1. The applicant will comply with the outstanding items of the Township Engineer's review letter dated March 8, 2022 to the satisfaction of the Township.
2. The design of the underground stormwater management infiltration system for shall be reviewed with the Township Engineer.
3. The landscape plans shall be revised to include the recommendations of the Shade Tree Commission.

WHEREAS, the applicant has submitted said plans before the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission have been reviewed and the Reverse Subdivision Plan Set for Sleepy Valley Holdings, LLC, for the consolidation of two (2) undeveloped parcels located on Kathmere Road, Havertown, Haverford Township, Delaware County, known as D.C. Folio Nos. 22-07-00744-00 & 22-07-00745-00, dated January 24, 2022, is **approved** subject to compliance with the recommendations of the Planning Commission.

RESOLVED this 11th day of April, 2022.

TOWNSHIP OF HAVERFORD

By: C. Lawrence Holmes
President
Board of Commissioners

Attest: David R. Burman
Township Manager/Secretary



RESOLUTION NO. 2261-2022

A RESOLUTION OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, ADOPTING A POLICY OF THE BOARD OF COMMISSIONERS FOR REMOTE PARTICIPATION AT PUBLIC MEETINGS

WHEREAS, under Pennsylvania's Sunshine Act, the Haverford Township Charter, and the Pennsylvania First Class Township Code, the Board of Commissioners of Haverford Township ("Board" or "Commissioners") must: 1) take all public action, and engage in all deliberations of potential public actions, at a public, advertised meeting ("Meeting"), and 2) allow members of the public to offer comment on action items prior to a vote;

WHEREAS, for the Board to act on Township business, a quorum of Commissioners must be physically present at the Meeting;

WHEREAS, once a physical quorum of Commissioners is obtained for the Meeting, the remaining Commissioners may remotely participate in the Meeting (i.e. without a physical presence) pursuant to an established telecommunications policy;

WHEREAS, as the citizens of Haverford Township have bestowed their trust and confidence in the Commissioners to actively and effectively represent their interests, the Commissioners recognize that their physical attendance at Meetings is preferable to virtual attendance. The Board remains committed to physically attending Meetings whenever possible. However, if situations arise where a Commissioner cannot physically attend a Meeting, the Board believes that it is preferable for a Commissioner to participate remotely in the Meeting rather than not participate at all;

WHEREAS, the Commissioners recognize that the public expects them to be present and accessible for Meetings, and that remote participation should not be used without just cause;

WHEREAS, the Board desires to permit remote participation/virtual attendance at Meetings through telecommunication devices pursuant to the Remote Participation at Public Meetings Policy attached hereto as Exhibit "A" and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners for the Township of Haverford does hereby adopt and establish the Remote Participation at Public Meetings Policy attached hereto as Exhibit "A." Such policy shall be effective thirty (30) days from the date of this Resolution.

RESOLVED this 11th day of April, 2022.

TOWNSHIP OF HAVERFORD



BY: C. Lawrence Holmes
President,
Board of Commissioners



Attest: David R. Burman
Township Manager/Secretary

EXHIBIT “A”

**HAVERFORD TOWNSHIP
BOARD OF COMMISSIONERS
REMOTE PARTICIPATION FOR PUBLIC MEETINGS POLICY**



**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PA**

RESOLUTION NO. 2262-2022

**A RESOLUTION AUTHORIZING AN APPLICATION TO
THE DELAWARE COUNTY COUNCIL FOR AN
ALLOCATION OF COUNTY LIQUID FUEL TAX FUNDS
IN 2022 FOR A 2022 ROAD PAVING PROJECT**

WHEREAS, the undersigned Municipality desires to take advantage of the Act approved June 1, 1945, P.P. 1242 and as provided in the Act approved May 18, 1945, P.L. 803 permitting Counties of the Commonwealth of Pennsylvania to appropriate and expend moneys for the improvements and maintenance of State Highways and State-Aid Highways or Public Highway in any County of the Commonwealth.

THEREFORE, BE IT RESOLVED, that we, the elected officials of Haverford Township, Delaware County, Pennsylvania, in regular session assembled on this 9th day of May, 2022 do hereby make application to the County Council of Delaware County for an allocation of County Liquid Fuel Tax Funds in the amount of \$53,568.00 to be used for a 2022 road paving.

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


RESOLVED this 9th day of May, 2022.

TOWNSHIP OF HAVERFORD



C. Lawrence Holmes, Esq
President, Board of Commissioners

ATTEST:



David R. Burman
Township Manager/Secretary



RESOLUTION 2263 -2022

Closing of American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund “Back to Business – Phase 2” Program

WHEREAS, Haverford Township was awarded a direct allocation from the Coronavirus State and Local Fiscal Recovery Fund in the amount of \$19.8 million;

WHEREAS, on August 9, 2021, by Resolution 2230-2021, the Board of Commissioners in its desire to assist local businesses and not for profit organization mitigate financial hardship resulting from the COVID-19 public health emergency approved the “Back to Business – Phase 1” program. This program awarded \$115,000 in economic recovery grants and was officially closed as of November 8, 2021; and,

WHEREAS, on November 8, 2021 by Resolution 2242-2021, in an effort to assist even more businesses and not for profit entities, expanded the original criteria of Phase 1 and instituted the “Back to Business – Phase 2” program. This program awarded an additional \$127,500 in economic recovery grants and after much success, will officially close as of May 31, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby closes the “Back to Business – Phase 2” Program as of May 31, 2022 at 4pm and further authorizes the Township Manager and Assistant Township Manager/Finance Director to take all actions necessary to accomplish the stated objectives of this Resolution.

RESOLVED THIS 9th day of May 2022.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, President

Attest:

David R. Burman, Township Manager



Resolution No. 2265 -2022

**American Rescue Plan Act Premium Payments or Benefits
to Front Line Township Employees Who Worked
During the Stay at Home Order time period of
March 23, 2020 through June 4, 2020
and had Regular, Work-related, In-Person Interactions With the
General Public or Regular Physical Handling of Waste Materials**

WHEREAS, the Board of Commissioners of the Township of Haverford recognizes the extraordinary efforts of its front line employees, especially during the mandated Stay at Home Order from March 23, 2020 through June 4, 2020; and,

WHEREAS, the American Rescue Plan Act allows municipalities to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; and,

WHEREAS, the United States Treasury identifies eligible workers as those frontline workers with regular in-person interactions or regular physical handling of items that were also handled by others; and,

WHEREAS, the United States Treasury expressed an expectation that such funding will be directed to lower wage workers.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves premium payments or benefits to eligible frontline Township employees who had regular, work-related, in-person interactions or regular physical handling of waste materials during the mandated Stay at Home Order from March 23, 2020 through June 4, 2020, as further defined in Exhibit A.

RESOLVED THIS 9th day of May, 2022.

TOWNSHIP OF HAVERFORD



C. Lawrence Holmes, Esq., President

Attest:



David R. Burman, Township Manager

**American Rescue Plan Act Premium Payments or Benefits
to Front Line Township Employees Who Worked
During the Stay at Home Order time period of
March 23, 2020 through June 4, 2020
and had Regular, Work-related, In-Person Interactions With
the General Public or Regular Physical Handling of Waste Materials**

Section 1 - Premium Payment Program established.

Each Eligible Employee shall be entitled to receive a payment from the Township's allocation of funds from the American Rescue Plan Act, or benefits, as further described herein.

Section 2 – Eligible employee; eligibility period.

An Eligible Employee shall be any current Township Employee who is a frontline worker and had regular, work-related, in-person interactions with the general public or regular physical handling of waste materials during the Eligibility Period. The Eligibility Period shall be March 23, 2020 through June 4, 2020.

Section 3 – Premium Pay or Benefits.

Each Eligible Employee shall be entitled to premium pay or benefits as follows:

- a) Eligible employees whose annual W-2 compensation for 2020 did not exceed \$95,993 shall be entitled to premium pay in the amount of \$2,500.¹
- b) Eligible employees whose annual W-2 compensation was greater than or equal to \$95,993 shall be entitled to the equivalent of four (4) days of compensatory time off, as follows:
 1. Compensatory time off for eligible civilian employees will be based on an 8-hour day, equivalent to thirty-two (32) hours of compensatory time off.
 2. Compensatory time off for eligible sworn police department employees will be based on a 12-hour shift, equivalent to forty-eight (48) hours of compensatory time off.
 3. Compensatory time off for this program shall be utilized in full day increments, whenever feasible. Eligible employees shall utilize the equivalent of one (1) day of compensatory time off every six months until the allotment of compensatory time off under this program is fully exhausted. All compensatory time off granted in this program shall be utilized or surrendered within two years of program approval.

Section 4 - Recordkeeping.

Each Department Head shall provide a list of eligible employees to the Assistant Township Manager / Finance Director no later than May 20, 2022.

¹ The United States Treasury expressed an expectation that premium pay will be directed to lower wage workers, further indicating that a written justification would be required if premium pay would increase a worker's total pay above 150 percent of the average annual wage within the state or county. The United States Bureau of Labor Statistics reports the average annual wage during 2020 for all covered workers in all covered industries was \$65,662 in Delaware County and \$62,049 statewide. It is intended that premium payments will not exceed \$95,993 [$\$65,662 \times 150\% = \$98,493$, less $\$2,500 = \$95,993$].

Section 5 - Payment.

Within 15 days of full submission of acceptable list of eligible employees, the Township will generate a payment or credit Eligible Employees with compensatory time off. It is anticipated that this will take place on one of the two regular pay days in June. Payments under this program shall be treated in the same manner as regular payroll.

Section 6 – Not Subject to Collective Bargaining. Not a Past Practice.

It is understood that this program is unique to the COVID-19 Pandemic, the Governor's Stay at Home Order and the American Rescue Plan Act. This program is not subject to Collective Bargaining nor representative



RESOLUTION 2266-2022

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund “Senior Initiatives – Phase 1” Program

WHEREAS, Haverford Township’s direct allocation from the Coronavirus State and Local Fiscal Recovery Fund will be \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act authorizing recipients to use funds to support the public health response to the COVID-19 pandemic with special emphasis on those populations that were disproportionately affected; and,

WHEREAS, the Board of Commissioners desires to provide financial support to those organizations who have dedicated themselves to providing resources and assistance to senior citizens living in Haverford Township; and,

WHEREAS, the financial support is restricted to developing programs and resources to identify and mitigate the effects of social isolation among senior citizens living in Haverford Township; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby adopts the “Senior Initiatives – Phase 1” Program in Exhibit “A” of this Resolution, and further authorizes the Township Manager and Assistant Township Manager/Finance Director to take all actions necessary to accomplish the stated objectives of this Resolution.

RESOLVED THIS 9th day of May 2022.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq, President

Attest:

David R. Burman, Township Manager



EXHIBIT A

HAVERFORD TOWNSHIP **"SENIOR INITIATIVES" PROGRAM – ROUND 1** *(American Rescue Plan Act Funded)*

According to the 2020 census, over 17% of Haverford Township's population is comprised of senior citizens aged 65 and over. Many have chosen to make Haverford their "life-long" home — from their own youth, to raising their families and then choosing to stay through their golden years.

The senior citizen population was affected especially hard during the COVID-19 pandemic. During the pandemic, older adults were identified as a disproportionately disadvantaged group due to the mental, physical, technological, and financial limitations that created isolation and lack of access to assistance programs. For their protection, the senior population was one of the first groups encouraged to stay home early on in the pandemic which lengthened this period of isolation even more so than most. While some seniors have now been able to reconnect with family and friends, some have fallen even deeper into an isolated state and some do not have friends or family to help bring them back into the social fold or to help them connect with assistance programs available to the senior population. Older adults who have experienced a prolonged period of isolation are more susceptible to health concerns with lasting effects on their physical and emotional well-being.

With its American Rescue Plan Act allocation, Haverford Township is implementing a restricted grant program to local not for profit organizations and businesses that provide programs and activities which enhance the quality of life for Haverford Township seniors especially geared to mitigating effects of social isolation due to the COVID-19 pandemic.

Eligibility:

- Applicant must directly serve the senior residents of Haverford Township
- Established not-for-profit organizations and businesses whose core function (more than 25% of its current operating budget) pertains to senior social services and/or assistance with issues of isolation within the senior population of Haverford Township.
- Applicants must be current on any business privilege, mercantile, local services, township property tax, sewer and/or trash fees, if applicable through the date of application.

Grant Awards:

- \$25,000 one-time awards
- 50% of the grant award will be paid within thirty (30) days of award notification. The remaining 50% will be paid six months following the award after fulfilling compliance reporting requirements and a successful program progress review by the grants committee.

Application Procedure:

- An initial proposal letter (along with the applicant's most recently filed federal form 990, 1120, or 1120-S AND most recent operating budget) must be submitted to the Township for consideration.
- This initial proposal will describe the applicant, its operating history, its current operations in assisting the Haverford Township senior citizen population, and details of the proposed program that will enhance the quality of life (with specific outcomes for mitigating the effects of social isolation or promoting available social services) for Haverford Township senior citizens. The proposal letter should also specifically discuss outreach plans, how the program will identify Haverford Township seniors who are still suffering from social isolation, how the program will identify social programs available to Haverford Township seniors and educate seniors on the availability of those programs.
- Round 1 opens as of June 1, 2022 and will remain open through June 30, 2022 at 4pm
- Award recommendations are anticipated to be presented to the Board of Commissioners for approval at its August 8, 2022 meeting
- A potential Round 2 will be considered **AFTER** Round 1 grants are awarded
- Submit both completed application and Federal Form W-9. **Unless the federal government announces otherwise, a Form 1099 will be issued to each recipient.**
- Completed applications can be submitted via email to finance@havtwp.org or dropped off at the Township building (we cannot be held accountable for lost/delayed mail if using the US Postal Service)
- Only completed applications will be considered

Compliance and Reporting:

- Reporting Requirements: All successful applicants are required to submit quarterly progress reporting on the program which will include details of outreach efforts and monies spent on program outcomes. The due date of the quarterly reports will be officially determined at the time of award and will continue for twelve months after award. These reports will be reviewed by Township staff and the Senior Citizens Advisory Committee.
- Non-Compliance: In cases of non-compliance with grant reporting or ineffectual outcomes (as determined by the grant committee), the Township will suspend (rather than immediately terminate) a grant and allow the recipient an opportunity to take appropriate corrective action. However, the Township may decide to terminate the grant if the recipient does not take appropriate corrective action during the period of suspension. The Township may immediately terminate a grant when necessary, such as in instances of potential fraud or other criminal activity. Suspension and/or termination may be appealed, in writing, to the Haverford Township Board of Commissioners.

A grant may also be terminated, partially or totally, by the recipient. If the recipient decides it cannot achieve the outcomes proposed, the recipient may advise the Township in writing and return any unused funds within thirty (30) days of termination.

Program Notes:

- If you have any questions regarding the Program, please contact Aimee Cuthbertson, Assistant Township Manager/Director of Finance at 610-446-1000 x2240
- When applicable, if you have any questions regarding the business tax, local services tax license or status of business tax/local services tax filings, please contact Tri-State Financial Group at 610-270-9520



HAVERFORD TOWNSHIP
“SENIOR INITIATIVES – PHASE 1” PROGRAM APPLICATION
(American Rescue Plan Act Funded)

Name of Applicant _____

Mailing Address _____

City, State, Zip _____

Contact Person/Title _____

Haverford Township Business/Local Service License # _____

Contact email _____

Contact phone # _____

Physical location within Haverford Township _____

If Exempt Organization under IRC 501(c)(3), please check here _____

Applicant Certification:

By applying for this funding, applicant certifies that they have read and understand the program and eligibility criteria as described on page 1-2 of this application. Applicant allows use of its Haverford Township business privilege, mercantile and/or local service tax returns (if applicable) to determine program eligibility. Applicant further certifies that the person whose signature appears below is a representative of Applicant and has been duly authorized to apply for this funding. Applicant also acknowledges that these monies are funded through the American Recovery Plan Act for the purpose of mitigating effects endured by senior citizens as a result of the COVID-19 pandemic.

Representative of Applicant Signature

Date of Application



RESOLUTION NO. 2267-2022

WYNNEFIELD DRIVE MITIGATION STUDY PROFESSIONAL SERVICES CONTRACT REIMBURSEMENT

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, at a regular meeting of the board held on Monday, March 8, 2021, unanimously approved to award a professional services contract to Michael Baker International Inc, in the amount not to exceed \$48,972.37; and

WHEREAS, the Board of Commissioners authorizes David R. Burman, Township Manager to submit all necessary documents to the Pennsylvania Emergency Agency (PEMA) for payments made to Michael Baker International.

RESOLVED this 13th day of June, 2022.

Township of Haverford



By: C. Lawrence Holmes, Esq.
President



Attest: David R. Burman, Township Manager



RESOLUTION 2268-2022

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Emergency Medical Services

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund will be \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act authorizing recipients to use funds to support the public health response to the COVID-19 pandemic; and,

WHEREAS, the Board of Commissioners desires to provide financial support to efforts relating to our response to medical emergencies within our community, many of which involve the elderly; and,

WHEREAS, the Township has identified a need within our emergency medical service response efforts to replace (3) cardiac/defibrillator systems that are essential in our continued public health response to the COVID-19 pandemic; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of \$157,507.20 of the Township's American Rescue Plan Fund allocation for the purchase and replacement of (3) Philips cardiac/defibrillator systems.

RESOLVED THIS 13th day of June, 2022.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq., President

Attest:

David R. Burman, Township Manager



RESOLUTION 2269-2022

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Woodcrest Avenue Sanitary Sewer Replacement

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund will be \$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 water, sewer and broadband infrastructure; and,

WHEREAS, the Board of Commissioners desires to make improvements and financial investments in the Township's sanitary sewer system and has identified a project to replace an aging component of our wastewater infrastructure; and,

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 Woodcrest Avenue Sanitary Sewer Replacement project.

RESOLVED THIS 13th day of June, 2022.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq, President

Attest:

David R. Burman, Township Manager



**RESOLUTION NO. 2270-2022 OF THE BOARD OF COMMISSIONERS
OF HAVERFORD TOWNSHIP
AFFIRMING SUPPORT OF REPRODUCTIVE FREEDOM**

WHEREAS, in its 1973 landmark decision *Roe vs. Wade*, the Supreme Court of the United States acknowledged that the ability to make private medical decisions impacting women's own health was a right enshrined in the United States Constitution, and could not be eliminated by any of the individual states; and

WHEREAS, a substantial majority of women in the United States have enjoyed these rights for their entire lives; and

WHEREAS, on June 23, 2022, these constitutional rights possessed by 170 million women in the United States of America, including 25,000 women in Haverford Township, were eliminated by the Supreme Court of the United States; and

WHEREAS, the immediate ramifications of a woman's loss of her right to an abortion are widespread and already have impacted a woman's right to interstate travel, access to medical care, and access to pharmaceutical products; and

WHEREAS, by eliminating these rights and protections of privacy, the Supreme Court of the United States has given states the legal right to restrict women's reproductive health care, to intervene between a woman and her own health care providers, and to restrict a woman's right to plan her own family; and

WHEREAS, in the Commonwealth of Pennsylvania, women are now legally required to inform their spouses before obtaining a legal abortion, a requirement that is no longer prohibited by *Roe vs. Wade* and *Planned Parenthood vs. Casey*; and

WHEREAS, the United States Congress and the President of the United States have the opportunity to restore these rights by passing and signing into federal law "The Women's Health Protection Act of 2021" (H.R. 3755) which will codify the reproductive rights and the right to medical self-determination previously recognized by *Roe vs. Wade*; and

WHEREAS, "The Women's Health Protection Act of 2021" (H.R. 3755) will protect the health care providers who provide abortion services; and

WHEREAS, "The Women's Health Protection Act of 2021" (H.R. 3755) will also protect the health of the mother, protect victims of rape and incest from additional harm, and protect women experiencing a medical emergency.

NOW, THEREFORE, BE IT RESOLVED BY UNDERSIGNED COMMISSIONERS OF THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS, AS FOLLOWS:

The undersigned Commissioners of the Haverford Township Board of Commissioner call on the United States House of Representatives and the United States Senate to pass "The Women's Health Protection Act of 2021" (H.R. 3755) immediately, and that it be transmitted to President Biden's desk for his signature, to become federal law; and

FURTHER, be it resolved that the undersigned Commissioners of the Haverford Township Board of Commissioners hereby direct the Township Manager to transmit this Resolution to the Speaker of the House, the Senate Majority Leader, and the President of the United States.

RESOLVED this 11th day of July, 2022.

**BOARD OF COMMISSIONERS
TOWNSHIP OF HAVERFORD**



C. Lawrence Holmes, Esq., President

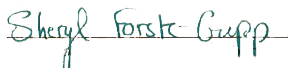
Attest:



David R. Burman,
Township Manager



Judy Trombetta, Vice President



Sheryl Forste-Grupp, Ph.D. (Co-sponsor)



Kevin McCloskey, Esq.



Laura Cavender (Co-sponsor)



RESOLUTION 2271-2022

A RESOLUTION OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY, PENNSYLVANIA DECLARING THE TOWNSHIP'S OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS OF CAPITAL EXPENDITURES MADE OR TO BE MADE FOR CERTAIN PROJECTS; PROVIDING FOR CERTAIN RELATED MATTERS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Township of Haverford, Delaware County, Pennsylvania (the "Township") has determined to undertake certain capital projects (collectively, the "Projects") that the Township intends to finance in whole or in part with the proceeds of one or more series of tax-exempt obligations issued by the Township (collectively, the "Bonds"); and

WHEREAS, the Township has made or anticipates that it will make expenditures of its own funds with respect to the Projects, which expenditures the Township reasonably expects to reimburse from the proceeds of the Bonds (collectively, the "Expenditures");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP AS FOLLOWS:

SECTION ONE. Declaration of Intent. The Township hereby states its intention and reasonably expects to reimburse Expenditures made by the Township prior to the issuance of the Bonds with proceeds of the Bonds. The general character, type, purpose, and function of each of the Projects are as described in Exhibit "A" attached hereto and made a part hereof.

SECTION TWO. Maximum Expected Amount of Bonds. The reasonably expected maximum principal amount of the Bonds to be issued to finance each of the Projects for which the Township has made or will be making Expenditures and intends to reimburse itself is as shown in Exhibit "A" attached hereto and made a part hereof.

SECTION THREE. Timing of Expenditures. This Resolution is being adopted no more than 60 days after the date that the Township has expended or will expend moneys for the portion of the costs of the Projects to be reimbursed from proceeds of the Bonds.

SECTION FOUR. Nature of Expenditures. Each Expenditure will be either (a) of a type properly chargeable to a capital account under general

federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, or (c) a grant, extraordinary working capital item, or other type of expenditure referred to in the Section 1.150-2(e) of the Treasury Regulations adopted under the Internal Revenue Code.

SECTION FIVE. Reasonableness of Intent; Relationship to Prior Reimbursement Resolution. The Township reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds. This Resolution supplements Resolution 2221-2021 previously adopted by the Township on May 10, 2021 (the “Prior Reimbursement Resolution”). The Prior Reimbursement Resolution also relates to the reimbursement of expenditures of the Township with the proceeds of tax-exempt obligations. The Township intends that the Prior Reimbursement Resolution shall remain effective with respect to the reimbursement of those expenditures of the Township that are covered thereby, and therefore this Resolution should not be interpreted to diminish or adversely affect the ability of the Township to reimburse expenditures according to the intent of the Prior Reimbursement Resolution. Excluding the Prior Reimbursement Resolution being supplemented hereby, the Board of Commissioners is not aware of the previous adoption of official intents by the Township that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION SIX. Compliance with Treasury Regulations. This Resolution is adopted as official action of the Township in order to comply with Section 1.150-2 of the Treasury Regulations and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of expenditures incurred prior to the date of issue of the Bonds.

SECTION SEVEN. Officers to Take Actions. The appropriate officers of the Township are hereby authorized and directed to take or approve the taking of such actions as may be necessary or appropriate in order to preserve the ability of the Township to finance its capital expenditures in accordance with the applicable federal tax requirements and this Resolution.

SECTION EIGHT. No Sinking Fund. The Township will not, at any time within one year after allocation of proceeds of the Bonds to reimburse any expenditure, use the reimbursed funds to create a sinking fund for any issue of tax exempt bonds or otherwise to replace the proceeds of any issue of tax-exempt bonds.

SECTION NINE. Severability. If any provision of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining provisions of this Resolution.

SECTION TEN. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of July 2022.

TOWNSHIP OF HAVERFORD

By:



C. Lawrence Holmes, Esq,
President
Board of Commissioners

Attest:



David R. Burman
Township Manager/Secretary

EXHIBIT "A"

Description of the Projects

<u>PROJECT</u>	<u>MAXIMUM AMOUNT OF BONDS</u>
Library renovations, equipment and improvements, including related land acquisition	\$18,159,046
Acquisition of fire apparatus	\$3,300,000
Park and recreation improvements, including Skatium renovations, equipment and improvements	\$2,500,000
Solar panels and related equipment for Township buildings	\$1,000,000
Acquisition of ambulances	\$600,000
Facility improvements at Public Works Yard	\$250,000
Total:	----- \$25,809,046



RESOLUTION No. 2272-2022

FFY 23 POLICE TRAFFIC SERVICES (PTS) GRANT

BE IT RESOLVED, by authority of the Board of Commissioners

Of the Township of Haverford, Delaware County, and it is hereby resolved by authority of the same, that the Township Manager of said Municipality, Authority be authorized and directed to sign the one (1) year Police

Traffic Services Grant on its behalf.

ATTEST

Township of Haverford

C. Lawrence Holmes, Esq.
President

By: _____

David R. Burman
Township Manager

I, DAVID. R. BURMAN, Township Manager

of the Township of Haverford, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners held the 11TH day of July, 2022.

David R. Burman, Township Manager



RESOLUTION NO. 2273 – 2022

Haverford Township Day – State Highways/Signature Designee

WHEREAS, the Board of Commissioners designate Haverford Police Department's – Chief John Viola, to execute any and all documents with PaDot and be responsible for the safety and welfare of residents utilizing State Highways on Haverford Township Day, Saturday, October 1, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, authorize Chief John Viola, as the Township's designee.

RESOLVED this 8th day of August, 2022.

TOWNSHIP OF HAVERFORD

By: _____

C. Lawrence Holmes, Esq.
President Board of Commissioners

Attest: _____

David R. Burman
Township Manager/Secretary



RESOLUTION NO. 2274-2022
RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE TOWNSHIP OF HAVERFORD
WITH RESPECT TO THE COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, all citizen and community requests for the FY 2022, Year 48 CDBG Program Action Plan and Citizen Participation Plan have been received and evaluated and public hearings have been held to receive citizen input and comment; and

WHEREAS, the Board of Commissioners have carefully reviewed and considered these various requests, recommendations and plans; and

WHEREAS, Exhibit "A" attached sets forth the Proposed Project Allocations.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Haverford:

1. That the attached Exhibit "A" representing the Allocations of funds for 48th Year CDBG Action Plan are hereby approved; and that no changes are made to the Citizen Participation Plan.
2. That the proper officers are hereby authorized to take such steps as may be necessary to implement the intent of this Resolution.

RESOLVED this 8th day of August, 2022

TOWNSHIP OF HAVERFORD



BY: Larry Holmes, Esq.
President
Board of Commissioners



Attest: David R. Burman
Township Manager/Secretary

CERTIFICATION

This is to certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Board of Commissioners of the Township of Haverford at its stated meeting held on August 8, 2022.



David R. Burman
Township Manager/Secretary



RESOLUTION 2275-2022

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Various Spending Initiatives

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act authorizing recipients to use funds to invest in public health improvements, economic recovery and development, services to disproportionately affected communities, and general government services, among other allowable purposes; and,

WHEREAS, the Board of Commissioners desires to make improvements and financial investments in several Township projects and initiatives in accordance with the allowable spending structure as described by the U.S. Department of Treasury's Final Rule, as follows:

- Purchase of new climate control unit for the Public Works facility featuring a UV air purification system, at an amount not to exceed \$6,000;
- Professional services for the Brynford Traffic Study which will represent the first phase of a Township-wide pedestrian safety plan, at an amount not to exceed \$35,000;
- Commercial corridor tree planting along West Chester Pike & related ongoing care, at an amount not to exceed \$30,000;
- Purchase of up to (1000) re-useable shopping bags promoting economic development, at an amount not to exceed \$4,000;
- Senior Citizens' Fall Open House to be held on October 19, 2022, at an amount not to exceed \$2,500;
- Purchase of holiday décor for the business districts, at an amount not to exceed \$10,000;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced projects and initiatives.

RESOLVED THIS 13th day of September, 2022.

TOWNSHIP OF HAVERFORD

Attest:

David R. Burman, Township Manager

C. Lawrence Holmes, Esq, President



RESOLUTION NO. 2276-2022

WHEREAS, the Lot Consolidation Plan for Haverford School, 516 & 520 Panmure Road, Haverford, PA, Haverford Township, Delaware County, known as D.C. Folio Nos. 22-05-00771-00 & 22-05-00770-00 has been submitted to consolidate two (2) parcels, resulting in one (1) lot containing a net area of 1.077 acres. The existing house will remain, and the property will continue to be used as a single family dwelling in accordance with regulations of the R1-A Zoning District. The subject property is located in the 5th Ward. The aforesaid plans were prepared by Nave Newell, Inc, Wayne, PA, dated July 18, 2022; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, August 11, 2022, did vote to recommend approval of the plans subject to the following conditions:

1. The applicant will comply with the items of the Township Engineer's review letter dated August 11, 2022 to the satisfaction of the Township.
2. The applicant will review the front yard setback in accordance with the median setback requirements of §182-715.

WHEREAS, the applicant has submitted said plans before the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission have been reviewed and the Lot Consolidation Plan for Haverford School, 516 & 520 Panmure Road, dated July 18, 2022, is **approved** subject to compliance with the recommendations of the Planning Commission, and under the condition imposed by the Board of Commissioners providing that the Property will continue to be used only as a single family dwelling, and any permitted accessory uses thereto, in accordance with the regulations of the R1-A Zoning District, unless additional relief is obtained.

BE IT FURTHER RESOLVED that the Board of Commissioners grant the following waivers or partial waivers from the General Laws of the Township of Haverford:

- a. §160-4.A regarding the two-step review process.
- b. §160-5.B(3)(j)[1])to permit the existing 19 foot cartway width in lieu of the 27 foot required, and the existing 30 foot right-of-way width in lieu of the 50 foot required.

RESOLVED this 12th day of September, 2022.

Attest: David R. Burman
Township Manager/Secretary

TOWNSHIP OF HAVERFORD

By:
C. Lawrence Holmes
President
Board of Commissioners



RESOLUTION NO. 2277-2022

WHEREAS, the Preliminary/Final Plan of Subdivision for EBuild Construction, LLC, 0 Darby Road, Bryn Mawr Haverford Township, Delaware County, known as D.C. Folio No. 22-04-00215-01, adjacent to 4008 Darby Road, has been submitted to subdivide an existing parcel into two (2) lots. Lot 1 is proposed to be 22,346 square feet and Lot 2 is proposed to be 22,357 square feet, with a new single-family dwelling and related improvements proposed on each lot. Additionally, a 705-foot low-pressure sanitary sewer main extension is proposed, with a connection to an existing manhole near Brennan Drive. The property is within the R-1A Residential Zoning District and is located within the 4th Ward. The aforesaid plans were prepared by Catania Engineering Associates, Inc., Milmont Park, PA, dated June 24, 2022, and last revised July 14, 2022; and

WHEREAS, the Planning Commission of Haverford Township at the public meeting of Thursday, August 11, 2022, did vote to recommend approval of the plans subject to certain conditions; and

WHEREAS, the applicant has requested that the Board of Commissioners grant certain waivers from certain requirements of the General Laws of the Township of Haverford; and

WHEREAS, the applicant has submitted said plans before the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission have been reviewed and the Preliminary/Final Minor Subdivision Plans for EBuild Construction, LLC, for the property located at 0 Darby Road, Haverford Township, Delaware County, dated June 24, 2022, and last revised July 14, 2022, is **approved** subject to following conditions:

1. The applicant will comply with the outstanding items of the Township Engineer's review letter dated August 11, 2022 to the satisfaction of the Township.
2. The applicant will provide the ability to connect to the proposed sanitary sewers to the adjacent properties to Brennan Drive.
3. That the waivers requested from the requirement to construct curbs and sidewalks be granted due the grading and safety challenges of this location, if the applicant provides a contribution for the purpose of constructing sidewalks and curbs in a more appropriate location in the township.

BE IT FURTHER RESOLVED that the Board of Commissioners grant the following waivers or partial waivers from the General Laws of the Township of Haverford:

- a. §160-4.A regarding the two-step review process.
- b. §160-5.B(3)[j][1] to permit the existing 21-foot cartway width for Darby Road in lieu of the 27-foot required.
- c. §160-5.B(4)(f) to not require additional street lighting on Darby Road.
- d. §160-5.B(4)[c] and §160-5.B(10) to allow the applicant to not construct curbs and sidewalks at the subject property.

RESOLVED this 12th day of September, 2022.

TOWNSHIP OF HAVERFORD



By: C. Lawrence Holmes
President
Board of Commissioners



Attest: David R. Burman
Township Manager/Secretary



**HAVERFORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2279-2022

A RESOLUTION OF HAVERFORD TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, REQUIRING THE ELECTED TAX COLLECTOR TO WAIVE ADDITIONAL CHARGES FOR REAL ESTATE TAXES WHERE NOTICE OF THE REAL ESTATE TAXES WAS NOT RECEIVED BEGINNING IN TAX YEAR 2023; REPEALING ALL INCONSISTENT RESOLUTIONS OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania amended the Local Tax Collection Law in Act 2022-57 (the “Act”) to require that local tax collectors waive additional Charges for real estate taxes for tax years 2023 and later provided that the taxpayer meets certain conditions (the “Act”); and,

WHEREAS, the Act requires municipalities to adopt a resolution or ordinance requiring the Tax Collector to waive Additional Charges for real estate taxes under certain circumstances beginning in 2023; and,

WHEREAS, the Board of Commissioners, by Resolution, hereby requires the Tax Collector to waive Additional Charges for real estate taxes following the transfer of real property where such notice was not received; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the Tax Collector waive Additional Charges for real estate taxes following the transfer of real property where such taxes were not received in certain circumstances, as follows:

SECTION 1. The Tax Collector shall waive Additional Charges for real estate taxes in the then current tax year, if the taxpayer does all of the following:

- A. Provides a waiver request of Additional Charges to the Tax Collector in possession of the claim within twelve (12) months of a Qualifying Event;
- B. Attests that a notice was not received;
- C. Provides the Tax Collector in possession of the claim with any one of the following:
 - 1. A copy of the deed showing the date of real property transfer; or
 - 2. A copy of the title following the acquisition of a mobile or manufactured home subject to taxation as real estate showing the date of issuance or a copy of an executed lease agreement between the owner of a mobile or manufactured home and the owner of a parcel of land on which the mobile or manufactured home will be situated showing the date the lease commences; and,

3. Pays the face value amount of the tax notice for the real estate tax with the waiver request.

SECTION 2. A form providing for the waiver of Additional Charges will be made available from the Tax Collector and the Township of Haverford.

SECTION 3. The taxpayer granted a waiver and paying real estate tax as provided in this subsection shall not be subject to an action at law or in equity for an Additional Charge, and any claim existing or lien filed for an Additional Charge shall be deemed satisfied.

SECTION 4. The Tax Collector accepting a waiver and payment in good faith in accordance with this resolution and Act 57 of 2022 shall not be personally liable for any amount due or arising from the real estate tax that is subject in the waiver.

SECTION 5. As used in this Resolution, the following words and phrases shall have the following meanings given to them unless the context clearly indicates otherwise:

ADDITIONAL CHARGE- Any interest, fee, penalty, or charge accruing to and in excess of the face amount of the real estate tax as provided in the real estate tax notice.

QUALIFYING EVENT- For the purposes of real property, the date of transfer of ownership. For the purposes of manufactured or mobile homes, the date of transfer of ownership or the date a lease agreement commences for the original location or relocation of a mobile or manufactured home on a parcel of land not owned by the owner of the mobile or manufactured home. The term does not include the renewal of a lease for the same location.

TAX COLLECTOR- A tax collector as defined in Section 2 of the Local Tax Collection Law (72 P.S. §5511.1, *et seq.*), a delinquent tax collector as provided in section 26.1 of the Local Tax Collection Law, the tax claim bureau or an alternative collector of taxes as provided in the Real Estate Tax Sale Law (72 P.S. §5860.101, *et seq.*), an employee, agent or assignee authorized to collect the tax, a purchaser of claim for the tax or any other person authorized by law or contract to secure collection of, or take any action at law or in equity against, the person or property of the taxpayer for the real estate tax or amounts, liens or claims derived from the real estate tax.

SECTION 6. REPEALER. All Resolutions or parts thereof inconsistent with the provisions of this Resolution are hereby repealed to the extent of the inconsistency.

SECTION 7. SEVERABILITY. If any provision of this Resolution is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Resolution.

SECTION 8. EFFECTIVE IMMEDIATELY. This Resolution shall become effective immediately following its legal enactment and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners.

ADOPTED and RESOLVED this 11th day of October, 2022.

TOWNSHIP OF HAVERFORD

By:  C. Lawrence Holmes, Esquire
President



Attest: David R. Burman, Township Manager

Record and Return to:

Luke Giordano
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: _____

Prepared by:

TIGR Acquisitions III, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RESOLUTION NO. 2280-2022

EASEMENT AGREEMENT

This easement agreement ("Agreement") is made and shall be effective on the ____ day of _____, 202_ ("Effective Date"), by and between _____ ("Grantor") and TIGR Acquisitions III, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Collocation Agreement.** Grantor represents and warrants that it holds fee simple title to certain real property located at Delaware County Tax Parcel Number 22-04-10503-00, and known as 0 Marple Road, Haverford, PA 19041, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and the tenant parties, both those identified in Exhibit B and future tenants (collectively, and individually the "Collocator"), are parties to those certain existing and future leases, subleases, licenses and other agreements which grant others a right to use or occupy a portion of the Easement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (each a "Collocation Agreement").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to any existing Collocation Agreement) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be reasonably required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, each Collocator, and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation,

replacement and removal of improvements and equipment, including, without limitation, radio transmitting, and receiving antennas, microwave dishes, tower and base ("Tower"), equipment shelters and/or cabinets and related cables and utility lines and a location based system, antenna(s), coaxial cable, base units and other associated equipment ("Equipment") necessary for the facilitation of telecommunications, radio and television broadcasting and other related uses, including, but not limited to, any uses permitted by each Collocation Agreement ("Permitted Use"), and reserves for itself the right to use the Easement to access, operate, repair, replace, remove, modify and maintain any Equipment reserved by Grantor, for itself or other public service agencies, for a Permitted Use related to non-income generating municipal or public safety purposes, provided that, for any Grantor modifications, Grantor shall complete Grantee's standard application, submit construction drawings signed and sealed by a certified engineer to Grantee, obtain a passing structural analysis report in a form reasonably acceptable to Grantee, and receive a Notice to Proceed from Grantee prior to commencing construction. Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for a perpetual term (the "Term"). Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement. **Sections 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Collocation.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in each Collocation Agreement for the Term, including the right to renew each Collocation Agreement throughout the Term hereof. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under each Collocation Agreement. If Collocator is obligated under each Collocation Agreement to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to pay the real estate tax bills on an annual basis when such tax bills are due and owing and Grantee shall work diligently and in good faith with Grantor to bill each Collocator on an annual basis for such reimbursement paid to the Grantor pursuant to the applicable Collocation Agreement. Grantor shall continue to perform all obligations of the lessor under each Collocation Agreement which relate to the use, ownership, and maintenance of the Parent Property, excluding the exclusive Easement area, so that Grantee may fulfill all the obligations under each Collocation Agreement without breaching any provision therein still within the Grantor's control, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor represents and warrants that it has delivered to Grantee true and correct copies of each Collocation Agreement and that Grantor owns 100% of the lessor/landlord's interest in each Collocation Agreement, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to each Collocation Agreement has breached or is in default of their respective obligations under each Collocation Agreement and no party has requested or discussed a termination or, except as otherwise disclosed to Grantee, a modification, of each Collocation Agreement. Pursuant to this Agreement, Grantee is permitted and authorized to enter into Collocation Agreement(s) with one or more additional Collocators within the Easement.

5. **[Reserved.]**
6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or each Collocator in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities, pursuant to all applicable codes, laws, or regulations, and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use, and Grantee shall be required to obtain any such necessary permits, licenses, or approvals regarding the Tower. Grantee shall be responsible compliance with any applicable codes, laws, or regulations relating to Grantee's ownership of the Tower. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or any Collocator. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of any Collocator who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Collocator to use or lease space in direct competition with Grantee's Easement.
7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes, with reimbursement from Collocator attributed to Collator's use or occupancy of the Easement pursuant to the applicable Collocation Agreement. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Grantee shall be responsible for paying any applicable business privilege taxes Grantee may incur for owning the Tower or from income generated from the each Collocator.
9. **Insurance.** During the Term of this Agreement, each Collocator shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under each Collocation Agreement.
10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the term of the Agreement, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from each Collocator. Such non-disturbance agreement must apply

whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

11. Mutual General Indemnification. Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party. This indemnification shall not be deemed a waiver of Grantor's right to sovereign immunity as a governmental entity or qualified immunity in any action against the Grantor or an employee, representative or agent of the Grantor.

12. Environmental Representations and Indemnification.

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.
- b. The non-defaulting party shall provide written notice of a default under this Agreement, not more than thirty (30) days from discovery of the default. From the date of such notice, the

defaulting party shall have thirty (30) days to cure the default, unless the default cannot reasonably be cured within thirty (30) days in which case the defaulting party shall have such additional time as necessary to cure the default so long as the defaulting party has commenced to cure the default and is diligently pursuing completion of the cure.

- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

14. Miscellaneous.

- a. The terms and conditions of each existing Collocation Agreement shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to each existing Collocation Agreement.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term of this Agreement.
- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR:



Grantor Notice Address:

STATE OF _____
COUNTY _____ } ss.

On this ____ day of _____, 202_, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

{ affix notary seal or stamp }

Notary Public
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TIGR Acquisitions III, LLC, a Delaware limited liability company

Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:

TIGR Acquisitions III, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:

TIGR Acquisitions III, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this ____ day of _____, 202_, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TIGR Acquisitions III, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

[Insert property legal description.]

EXHIBIT B

COLLOCATION AGREEMENT(S)

[Insert each Collocation Agreement citation.]

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Collocator's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Collocator that is currently outlined in each Collocation Agreement referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing lease premises under each Collocation Agreement including but not limited as follows:

EXCLUSIVE EASEMENT PARCEL

[Insert description of Easement.]

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease premises under each Collocation Agreement including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with each Collocation Agreement, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with each Collocation Agreement, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to _____, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.



RESOLUTION NO. 2281-2022

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of this _____ day of _____, 2022 (the “Effective Date”) by and between Township of Haverford (the “Seller”), and TIGR ACQUISITIONS III, LLC, a Delaware limited liability company (the “Purchaser”).

Capitalized terms used but not otherwise defined in this Agreement shall have the same meanings set forth in Exhibit A attached hereto and shall be incorporated herein by reference.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Agreement to Sell and Purchase. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase (the “Purchase”), at the Closing, all of Seller's right, title and interest in and to the Tower Assets, free and clear of any Liens of any nature. For purposes of this Agreement, the term “Tower Assets” shall mean, all of the real and personal tangible and intangible assets, properties and rights owned by Seller that are used in, or reasonably accounted for as a part of, the ownership and operation of the Tower (defined below), unless expressly excluded herein, including without limitation the following:

a. one (1) wireless communications Tower (the “Tower”) located at the Site set forth in Schedule 1(a) (the “Site” or “Tower Site”), located upon Delaware County Tax Parcel Number 22-04-10503-00, and known as 0 Marple Road, Haverford, PA 19041;

b. all Tenant Leases relating to the Site existing as of the Closing, including without limitation those set forth in Schedule 1(b);

c. A telecommunication easement together with any and all easements for ingress, egress and utilities which are attendant to the telecommunication easement in the form attached hereto as set forth in Schedule 1(c) (the “Easement”). The Site shall be limited to the property located within the Easement;

d. all buildings, structures, improvements and fixtures located at the Site and owned or used by Seller in connection with the ownership and operation of the Tower Assets and all physical assets, owned by Seller and located at the Site, excluding any improvements, antennas, or fixtures located at the Site or upon the Tower used and maintained by the Seller or another governmental agency for municipal or public safety telecommunication purposes and not generating any income; and

e. all other physical assets, not expressly excluded herein, owned by the Seller used or reasonably connected to or required for ownership or operation of the Tower.

2. Assumption of Liabilities and Obligations. At the Closing, Purchaser shall assume and agree to pay, discharge and perform only those executory liabilities accruing from and after the Closing under the Easement and the Tenant Leases (the “Assumed Obligations”). Except for the Assumed Obligations, Purchaser shall not assume or in any way undertake to pay, perform, satisfy or discharge any obligation or liability of Seller (contingent or otherwise), and Seller agrees to pay and satisfy when due any obligation or liability other than the Assumed Obligations (the “Excluded Obligations”).

3. Due Diligence.

a. Due Diligence Period. Purchaser shall have the right, commencing on the Effective Date, and ending on the earlier to occur of (i) the close of business sixty (60) days after the Effective Date, and (ii) the Closing Date (the “Due Diligence Period”), to enter upon, inspect, investigate and conduct legal, financial, business, environmental, technical and any other due diligence that Purchaser determines necessary in its reasonable discretion with respect to the Tower Assets.

b. Entry and Inspection. During the Due Diligence Period, Seller shall permit Purchaser and its representatives reasonable access (during normal business hours) to all of the Tower Assets, and Seller shall furnish to Purchaser all reports, documents, records, and information, including electronic copies thereof, that Seller has in its possession or can obtain without unreasonable effort or expense as Purchaser may reasonably request, to permit Purchaser to perform its due diligence investigation with respect to the Tower Assets. Purchaser may undertake a complete physical inspection of the Tower Assets and the cost and expense of the inspection by Purchaser contemplated under this Section 3(b) shall be borne by Purchaser.

c. Due Diligence Items. After Purchaser reviews the documents previously provided by Seller, Purchaser will notify Seller of any of the following items (if any) that are still requested for review by Purchaser (the Due Diligence Items”) and within ten (10) days of written notification from the Purchaser, Seller shall make available to Purchaser, true, correct and complete copies of any such Due Diligence Items:

- (1) all structural analyses, engineering reports and condition reports for the Tower, and all environmental reports and NEPA reports relating to the Site;
- (2) Tenant Leases, easements and licenses presently in force covering the Tower Assets or any part thereof;
- (3) the most recent surveys, title commitments, title policies or abstracts of title together with all copies of all documents and instruments (as recorded where applicable) referred to or identified in the title commitment, title policies or abstracts;
- (4) the most recent construction, engineering, architectural or other plans or drawings and related site plans, plats and approved drawings pertaining to the construction, ownership or operation of the Tower Assets, as well as zoning permits, variances, building and other permits, which have been gained or for which Seller has made application, and the FCC and FAA applications, responses, approvals and registration numbers submitted or received for each Tower;
- (5) the most recent real estate and personal property tax bills for each of the Tower Assets;
- (6) current tenant contact information; the most current accounts receivable listing, aged based on invoice date, by Tower, invoice and tenant; the most current accounts payable listing, aged based on invoice date, by vendor and invoice, and a reconciliation of both reports to the general ledger;
- (7) support for any accounts receivable allowance or reserve in place as of the most recent date, by tenant and invoice;
- (8) cash receipts supporting the most recent month’s collection of rental income, for each tenant lease; and
- (10) available bank statements and deposit/disbursement support to reconcile all amounts paid and received in connection with the Tower Assets to the bank statement.

In the event that Seller fails to deliver or make available to Purchaser any of the Due Diligence Items within ten (10) Business Days following written notification from the Purchaser that any such Due Diligence

Items are outstanding,, the Due Diligence Period shall be extended by an amount of time equal to any such delay, provided, however, that the Due Diligence Period shall not extend beyond the date that is ninety (90) days after the date hereof without the written consent of the Seller.

4. Easement Specific Provisions. The provisions of this Section 4 shall supersede and govern any contradictory provisions of this Agreement relating to the Easement.

a. Title Commitment. Purchaser shall obtain, at its sole cost and expense, a preliminary title report for an ALTA title insurance policy from Purchaser's title insurance company with respect to the Easement in form and substance reasonably satisfactory to Purchaser (the "Title Commitment"), together with a copy of all documents referenced therein.

b. Survey. Purchaser may, at its sole cost and expense, obtain a survey of the Easement (the "Survey").

c. Exceptions to Title.

i. Permitted Exceptions. Except as set forth in Section 4(c)(ii), (iii) or (iv) below, any liens, encumbrances or other exceptions to title set forth on Schedule B-2 to the Title Commitment (other than the "standard exceptions"), that are not objected to in writing by Purchaser prior to expiration of the Due Diligence Period shall be deemed to be "permitted exceptions" to title to the Easement (the "Permitted Exceptions").

ii. Unpermitted Exceptions. Notwithstanding any provision to the contrary in this Agreement, Seller agrees that the following shall constitute unpermitted exceptions: (i) any mortgages, deeds of trust or other security interests for any financing affecting the Easement or incurred by Seller; (ii) Taxes which would be delinquent if unpaid at Closing; (iii) mechanics' and judgment liens, (iv) liens, mortgages, security interests, claims, charges, easement, rights of way, encroachments, restrictive covenants, or other title exceptions not first appearing in the Title Commitment, and (v) such matters as appear on Schedule B-1 to the Title Commitment capable of being satisfied by the payment of a monetary sum. The unpermitted exceptions referenced in items (i) through (v) in the prior sentence are collectively referred to as "Monetary Unpermitted Exceptions".

iii. Updated Title Commitment or Survey. If any update of the Title Commitment delivered to Purchaser discloses title matters which are not disclosed in the Title Commitment, (a "New Title Exception"), or the Survey or any update of the Survey delivered to Purchaser discloses any survey matter which is not disclosed in the Survey (a "New Survey Defect"), then Purchaser shall have the right to request Seller to remove or cure such New Title Exception or New Survey Defect at or prior to Closing.

iv. Removal of Unpermitted Exceptions. Seller shall remove or cure all Unpermitted Exceptions at or prior to Closing by (i) removing such Unpermitted Exception from title, or (ii) causing the title company to commit to remove, such that it does not appear of record, or insure over such Unpermitted Exception in the Title Policy, provided, however, that such removal or insuring over by the title company is in form and substance acceptable to Purchaser in its reasonable discretion. If the Title Commitment discloses judgments, bankruptcies or other returns against other persons or entities having names the same as or similar to that of Seller, then Seller, on request and to the extent applicable, shall deliver to Purchaser or the title company affidavits to the effect that such judgments, bankruptcies or other returns are not against Seller.

d. Title Policy. At Closing, Purchaser shall cause the title company to issue to Purchaser an ALTA form of title insurance policy with respect to the Easement or binding commitment therefor to issue the same, dated, or updated, to the Closing Date, insuring, or irrevocably committing to insure, at normal statutory premium rates, without the requirement for additional premiums or escrows to be

posted by Purchaser, with extended coverage with respect to the Easement, with customary endorsements, the Easement and improvements, subject only to the Permitted Exceptions (the "Title Policy"). The Title Policy shall be dated as of the Closing Date with gap coverage from Seller from the Closing through the date of recording and shall be issued at such party's sole cost and expense as is customary for similar transactions in the jurisdiction of the applicable Easement.

e. Conveyance of the Easement. At Closing, Seller shall convey to Purchaser (a) good and valid interest in the Easement, subject only to (A) the Permitted Exceptions relating thereto, and (B) any Unpermitted Exceptions which are cured by causing the title company to remove or insure over such matters in the Title Policy in accordance with Section 4(c)(iv), but which otherwise are not removed from title, and (b) good and marketable title to the personal property set forth in Section 1, free and clear of all liens and encumbrances.

5. Purchase Price; Earnest Money; Adjustments.

a. Purchase Price. Provided that the Tower Cash Flow for the Tower(s) is equal to or greater than \$126,974 (the "TCF Threshold") as of the Closing Date, the purchase price for the Tower Assets (the "Purchase Price") shall be Three Million Four Hundred Fifty Thousand and 00/100 Dollars (\$3,450,000.00), which shall be paid by bank or certified check or wire transfer upon delivery of the Closing Documents and the Closing of the transaction hereunder. \$10 of the Purchase Price shall be allocated to the Easement with the balance of the Purchase Price allocated to the Tenant Leases, the Tower and associated equipment.

b. Earnest Money. Within seven (7) business days after the Effective Date, Purchaser shall deposit Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Earnest Money") with TitleVest Agency, LLC. The Earnest Money shall be held in a non-interest-bearing account. In the event the sale closes as provided herein, then the Earnest Money and the remainder of the Purchase Price shall be paid to Seller at Closing. The cost to Seller of granting to Purchaser the right to purchase the Property has a value that is difficult to calculate, and the Parties have agreed that the Earnest Money is a reasonable approximation of that value. In the event Purchaser defaults in its obligations hereunder, the Earnest Money shall be paid over to Seller as an agreed and liquidated amount of compensation and not as a penalty. In the event this Agreement is terminated by Purchaser on or before the last day of the Due Diligence Period or as otherwise permitted herein, the Earnest Money shall be returned to Purchaser. Otherwise, the Earnest Money shall be paid out at Closing toward the Purchase Price.

c. Adjustments. If the documentation provided to Purchaser during the Due Diligence Period, contains an error or misrepresentation of the Tower Cash Flow with respect to the Tower less than the TCF Threshold as of the Closing Date, the Purchase Price shall be reduced by an amount equal to the sum of: (A) 27.88 *multiplied* by (B) the difference between the TCF Threshold and the actual Tower Cash Flow with respect to the Tower as of the TCF Date. In the event that Seller disputes Purchaser's calculation of Tower Cash Flow, Seller and Purchaser shall, in good faith, attempt to agree upon the actual Tower Cash Flow with respect to the Site(s) on or before ten (10) days following Seller's receipt of the Purchaser's determination of Tower Cash Flow.

6. Closing. Provided that all conditions to closing contained herein have been met or waived, the closing of the transactions contemplated hereby (the "Closing") shall occur on or before _____, 2022 (the "Anticipated Closing Date"). All documents required to close the transaction shall be deposited in escrow with the TitleVest Agency, LLC located at 110 East 42nd Street, 10th Floor, New York, NY 10017 ("TitleVest") at least three (3) calendar days prior to the Closing, or as otherwise agreed to. In the event that all conditions to Closing have not been met or waived by the Anticipated Closing Date, the Closing shall occur on the fifth (5th) Business Day following the satisfaction or waiver of all such conditions, or on such other date as the Seller and Purchaser shall mutually agree. The date that the Closing occurs shall be referred to as the "Closing Date".

7. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

a. Authority. Seller has all requisite power and authority to own and operate the Tower Assets and to enable the Seller to execute and deliver, and to perform its obligations under, this Agreement and each Closing Document and to consummate the Purchase. Neither the execution and delivery by Seller of this Agreement or any Closing Document, nor the consummation of the Purchase, will conflict with, or result in a breach or violation of, or constitute a default under, any governing document of Seller or, to Seller's knowledge, any applicable law, or will conflict with, or result in a breach or violation of, or constitute a default under any agreement of Seller relating to indebtedness for money borrowed.

b. Legal Actions. There are no legal actions, orders or stipulations of or by any governmental authority pending or, to the knowledge of Seller, threatened at law, in equity or before any governmental authority against Seller or the Tower Assets or relating to the ownership and operation of the Tower Assets or would reasonably be expected to impair Seller's ability to consummate the Closing or perform its obligations under this Agreement.

c. Tenant Leases. Each of the Tenant Leases and all amendments thereto has been provided to Purchaser, has been duly authorized, executed and delivered by Seller and, to the knowledge of Seller, the other parties thereto, and is a legal, valid and binding obligation of Seller, enforceable in accordance with its terms. There are no leases, subleases, licenses or other occupancy agreements (written or oral) which grant any possessory interest in or to the Tower Assets or which grant other right with respect to the use of any of the Tower Assets. Furthermore: (i) Seller is collecting the rent set forth in each Tenant Lease on a current basis and there are no past due amounts thereunder; (iii) no Tenant is entitled to any rental concessions or abatements in rent for any period subsequent to the Closing Date; (iv) Seller has not given notice to any Tenant claiming that the Tenant is in default under its Tenant Lease, and, to the best of Seller's knowledge, there is no event which, with the giving of notice or the passage of time or both, would constitute such a default; (v) Seller has not received notice from any Tenant claiming that Seller is in default under the Lease, or claiming that there are defects in the improvements; (vi) Seller has not received notice from any Tenant asserting any Claims, offsets or defenses of any nature whatsoever to the performance of its obligations under its Tenant Lease and, to the best of Seller's knowledge, there is no event which, with the giving of notice or the passage of time or both, would constitute the basis of such Claim, offset or defense; (vii) except as expressly set forth in the Tenant Leases, there are no security deposits or prepaid rentals under any of the Tenant Leases; (viii) no Tenant Lease provides for non-monetary rent or other consideration to the lessor thereunder.

d. Easement. The Seller has good and marketable title to the Easement, and is the sole owner of the improvements thereon. Seller has obtained all easements and rights-of-way that are necessary to provide access to and from the Site.

e. Site. Seller owns the Tower Assets, free and clear of all Liens, and will transfer to Purchaser at the Closing, good, marketable and insurable title thereto, free and clear of all Liens. Seller has not received notice that the Site is subject to any condemnation proceedings or that the Site is not in compliance with all applicable laws; the Site is in compliance with all Applicable Laws and Governmental Authorizations; no consents are required to be obtained by Seller from any Governmental Authority or any third party in order to consummate the Purchase. All improvements of Seller on the Site are in compliance with applicable zoning, NEPA, FCC, FAA, the National Historic Preservation Act and any related or similar state laws and land use laws. No consent, approval or authorization of, or registration or filing with any Person (each, a "Third Party Consent") is required to be obtained in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

f. Tower. To the best of Seller's knowledge, there have been no newly arising physical, structural or mechanical defects in the Tower or the improvements thereon. Except for the

immediately preceding sentence, the Purchaser acknowledges and agrees that the Seller is not warranting or making any representation regarding the structural integrity of the Tower.

g. Tower Cash Flow; Tower Revenue. The Tower Cash Flow with respect to the Tower is equal to or greater than the TCF Threshold as of the Closing Date.

h. Broker or Finder. No agent, broker, investment banker or other entity engaged by or on behalf of Seller or any of its Affiliates is or will be entitled to a fee or commission in connection with the Purchase.

i. Environmental Matters. Seller has not entered into or received any consent decree, compliance order or administrative order issued pursuant to any Environmental Health and Safety Requirements and Seller is not a party in interest with respect to any judgment, order, writ, injunction or decree issued pursuant to any Environmental Health and Safety Requirements. Seller is in compliance with, and has all permits required by, all Environmental Health and Safety Requirements. Seller is not the subject of or, to its knowledge, threatened with any legal action involving a demand for damages or other potential liability with respect to violations or breaches of any Environmental Health and Safety Requirements or Environmental Permits relating to its ownership or operation of the Tower Assets.

j. No Third Party Rights. No Person other than Purchaser by reason of this Agreement has any contractual or other right of first refusal or any other right or option to acquire the Tower Assets or any portion thereof, including through any merger, consolidation, liquidation, dissolution or other reorganization.

k. Accounts Receivable. Except for reimbursement for annual real estate taxes from Verizon and T-Mobile (AT&T has been received), there are no accounts receivable relating to any Tenant Lease (the "Accounts Receivable").

l. Reservation of public safety equipment/antennas. Seller expressly reserves for itself any Tower Assets currently located on the Site or the Tower owned by the Seller or another governmental agency utilized for solely municipal or public safety purposes, and not for any private or income generating purposes, including, but not limited to, any public safety communication antennas presently located upon the Tower, and the right to access, maintain, or replace such antennas hereafter.

The representations and warranties above shall survive the Closing and shall remain operative and in full force and effect for a period of thirty-six (36) months after the Closing Date other than Section 7(a) that shall survive indefinitely.

8. Conduct of Business by Seller Pending the Closing. After the Effective Date and prior to the Closing Date, Seller shall own and operate the Tower Assets in the ordinary course of business which shall include, without limitation, (i) keeping each of the Tower Assets free of debris and excessive vegetation, and in good commercial working order; (ii) not selling, disposing of or otherwise transferring the Site; and (iii) maintaining with insurance on the Tower Assets in such amounts as are consistent with past practice. In addition, Seller shall not enter into, cancel, modify, alter, amend, consent to the assignment of or terminate any contracts, leases, arrangements, understandings or agreements that will affect any of the Tower Assets.

9. Closing Documents. At Closing, Seller shall execute and deliver to Purchaser such normal transaction documents as may reasonably be required by the Purchaser or its title insurance company, each in a form reasonably acceptable to Seller, including without limitation the following (collectively, the "Closing Documents"):

(a) a certificate stating that the Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act;

(b) a copy of resolutions of the governing body of Seller authorizing the execution, delivery and performance of this Agreement, the transfer of title to the Tower Assets and the other collateral documents by Seller, and an officer's certificate of Seller, dated the Closing Date, that such resolutions were duly adopted and are in full force and effect;

(c) a Bill of Sale transferring title to the Tower;

(d) an Assignment and Assumption of Tenant Leases;

(e) an exclusive easement for the permitted use of the Tower (as defined therein), together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, duly executed and acknowledged;

(h) any reasonable and customary affidavits required by, and satisfactory to, the title company in order that an owner's title insurance policy with respect to the Easement may be issued free and clear of the standard exceptions which a title company is permitted by applicable law to remove or modify upon delivery of such affidavits;

(j) a certificate signed by an executive officer of Seller certifying that (1) Seller has performed and complied in all material respects with all agreements and covenants required to be performed or complied with by it, as the case may be, under the Closing Documents to which it is a party at or prior to the Closing, (2) each of the covenants, representations and warranties of Seller are remade and restated with respect to the Tower Assets as of the Closing, and (3) each of the persons executing and delivering this Agreement and Closing Documents to which it is a party on behalf of Seller has or have the authority to execute, deliver and consummate this Agreement and each Closing Document; and

(k) payoff amounts and evidence of termination to the reasonable satisfaction of Purchaser of all Liens affecting the Tower Assets.

(l) Site License Agreement (to be finalized in a mutually agreeable manner).

10. Conditions to Closing.

a. Conditions to Obligations of Each Party. The respective obligations of each party to consummate the Purchase shall be subject to the condition at or prior to the Closing Date, which condition may be waived in writing by the applicable party in whole or in part to the extent permitted by Applicable Law, that no legal action shall be pending before any Authority seeking to enjoin, restrain, prohibit or make illegal the consummation of the Purchase.

b. Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Purchase shall be subject to the satisfaction of the following conditions, any or all of which may be waived in writing, in whole or in part, by Purchaser to the extent permitted by Applicable Law:

i. (A) the representations and warranties of Seller contained herein shall be true and correct in all material respects (except for representations and warranties that are qualified as to materiality, which shall be true and correct);

(B) Seller shall have performed all agreements contained herein required to be performed by it at or before the Closing; and

(C) Seller shall have executed and delivered each of the Closing Documents;

ii. Purchaser shall have received, at Purchaser's expense, a marked commitment for owner's title insurance, in form acceptable to Purchaser, insuring title to the Easement;

iii. Between the Effective Date and the Closing Date, no event shall have occurred that has had or is reasonably expected to have a Material Adverse Effect on the Tower Assets; and

iv. All authorizations, Third Party Consents, waivers or approvals required by the provisions of this Agreement to be obtained from all Persons shall have been obtained.

c. Conditions to the Obligations of Seller. The obligation of Seller to consummate the Transactions shall be further conditioned upon the satisfaction or fulfillment, at or prior to the Closing, unless waived in writing by Seller, that the representations and warranties of Purchaser contained herein shall be true and correct in all material respects, and Purchaser shall have paid the Purchase Price at the Closing.

11. Apportionment of Real Estate Taxes, Rent, Utilities. Appropriate prorations shall be made on a daily basis as of the close of business on the Closing Date with respect to rental and lease payments, security deposits, utilities, current year real and personal property taxes and all other items of income and expense due or payable under the Easement and Tenant Leases, in each case, of a nature ordinarily prorated as of closing in real estate transactions (and not separately addressed elsewhere in this Agreement) with Seller being entitled to all such income and responsible for all such expenses relating to the Tower Assets then being conveyed for all periods on or prior to each Closing Date and Purchaser being entitled to all such income and responsible for all such expenses relating to the Tower Assets then being conveyed for all periods subsequent to the Closing Date. A reasonable estimate of such pro-rations shall be agreed to by Seller and Purchaser at least two (2) Business Days prior to the Closing Date (the "Pro-Rations Estimate"), and shall be settled in immediately available funds at the Closing. All past due real estate and personal property taxes, if any, shall be paid by Seller at or before the Closing. Seller expressly agrees that if it receives any rents, revenues or other payments pursuant to the Tenant Leases included in the Tower Assets after the Closing Date, not including any payments that may be payable to Seller as a taxing or governmental agency, it shall remit to Purchaser the moneys so received within five (5) Business Days after receipt thereof.

Notwithstanding the foregoing, at Closing, Purchaser shall receive a credit for the full amount of all rent due under the Tenant Leases for the month immediately following such Closing and Seller shall be entitled to keep all such amounts that it receives from Tenants for such month. The foregoing provision shall survive the Closing.

12. Indemnity.

a. Seller agrees that on and after the Closing Date it shall indemnify and hold harmless Purchaser and its affiliates, and each of their respective members, stockholders, directors, officers, employees, managers, partners, agents and representatives (collectively, the "Purchaser Indemnified Parties") from and against any and all damages, Claims, losses, expenses, costs, obligations, and liabilities, including without limitation reasonable fees and expenses of attorneys, accountants, and other experts and those incurred to enforce the terms of this Agreement or any Closing Document (collectively, "Loss and Expense"), suffered by the Purchaser Indemnified Parties by reason of or arising out of (i) any misrepresentation or breach of a representation or warranty made by Seller pursuant to this Agreement, any Closing Document, or any collateral document, (ii) any failure by Seller to perform or fulfill any of its covenants or agreements set forth herein or in any Closing Document, and (iii) all Excluded Obligations.

b. Purchaser agrees that on and after the Closing Date it shall indemnify and hold harmless Seller and its elected officials, appointed officials, professional staff, , directors, officers, employees, agents and representatives (collectively, the "Seller Indemnified Parties") from and against any Loss and Expense suffered by the Seller Indemnified Parties by reason of or arising out of (i) any

misrepresentation or breach of a representation or warranty made by Purchaser pursuant to this Agreement, the Closing Documents, or any collateral document, (ii) any failure by Purchaser to perform or fulfill any of its covenants or agreements set forth in this Agreement or any Closing Document, and (iii) all Assumed Obligations. This indemnification shall not be deemed a waiver of Seller's right to sovereign immunity as a governmental entity or qualified immunity in any action against the Seller or the Seller Indemnified Parties.

13. Termination. This Agreement may be terminated (i) by Purchaser, in its sole discretion, for any reason prior to the expiration of the Due Diligence Period, and (ii) at any time after expiration of the Due Diligence Period and prior to the Closing only pursuant to the following provisions: (a) by mutual consent of Seller and Purchaser; (b) by Purchaser in the event that Seller is in breach of any of the representations, warranties, covenants or agreements of the Seller contained in this Agreement or in any Closing Document, and such a breach is not capable of being cured or is not cured within ten (10) Business Days of written notice; or (c) by Seller in the event that Purchaser is in breach of any of the representations, warranties, covenants or agreements of the Purchaser contained in this Agreement or in any Closing Document, and such a breach is not capable of being cured or is not cured within ten (10) Business Days of written notice. This Section 13 shall not limit Purchaser's right to terminate during the Due Diligence Period.

14. Risk of Loss. The risk of loss, damage, or destruction to the Tower Assets including any of the equipment, inventory, or other personal property to be conveyed to Purchaser under this Agreement shall be borne by Seller until the consummation of the Closing. In the event of such loss, damage, or destruction, Seller shall serve immediate notice to Purchaser regarding the nature of such damage. Upon receipt of such notice, Purchaser shall have the option, exercisable in Purchaser's sole discretion, to terminate this Agreement or to proceed to Closing and to receive at Closing an assignment of insurance proceeds on account of such damage or destruction. Seller agrees to maintain any existing fire and extended coverage casualty insurance through and including the Closing covering all of the Tower Assets.

15. Non-Competition. For the ten (10) year period commencing on the Closing Date through and including the tenth (10th) anniversary of the Closing Date (the "Restricted Period"), neither Seller nor any of its Affiliates (and Seller will ensure that none of their respective members of senior management) will, directly or indirectly, own or operate (whether as owner, partner, officer, director, employee, investor, lender or otherwise) any telecommunications tower or site that is located within a five (5) mile radius of the Site. Seller acknowledges that both the ten (10) year length of time and the geographic scope set forth in this Section 15 are considered by it to be reasonable given the nature of the business of Purchaser and are necessary to the protection of the business. Purchaser acknowledges that the Seller currently holds ground leases with another private telecommunication tower company for towers located at 1 Hilltop Road and 2325 Darby Road and ground leases with certain telecommunication service providers on the grounds of 1 Hilltop Road which shall remain unaffected by this Agreement. This provision shall also not apply to any telecommunications tower, site or antenna that is operated by or through the Township, a fire company, or any other public safety agency for strictly municipal or public safety purposes and not for commercial, income-generating, or for-profit purposes.

16. Agreement to Cooperate. Each of the parties shall use reasonable business efforts (a) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under Applicable Law to consummate the Purchase, and (b) to refrain from taking, or cause to be refrained from taking, any action and to refrain from doing or causing to be done, anything which could impede or impair the consummation of the Purchase. "Reasonable Business Efforts" shall not require the expenditure of more than \$5,000 by the Seller, including attorney's fees.

17. Non-solicitation. From the Effective Date until the earlier to occur of (i) the termination of this Agreement in accordance with its terms and (ii) the Closing Date, Seller will not (and direct any of its respective shareholders, employees, representatives or agents not to), directly or indirectly, solicit, initiate, encourage or participate in negotiations in any manner with respect to, or furnish or cause or permit to be furnished any information to any Person (other than Purchaser or Purchaser's representatives) in connection with, any inquiry or offer for any purchase or sale of any interest in the Tower Assets, or any merger,

acquisition, combination, sale or other disposition or similar transaction involving Seller or the Tower Assets (collectively, a “Third-Party Proposal”). Seller shall promptly inform Purchaser of the occurrence of a Third-Party Proposal and the terms thereof.

18. Miscellaneous.

a. This Agreement may be executed in multiple counterparts, via facsimile or .PDF sent via email, which collectively shall constitute one and the same instrument and is to be construed pursuant to the laws of the State of Pennsylvania. This Agreement sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, successors and assigns, and may be cancelled, modified or amended only by a written agreement of both the Seller and the Purchaser.

b. All notices required hereunder shall be deemed to have been duly given if in writing and mailed by registered, certified mail, postage prepaid, return receipt requested or by email, addressed to the Seller or the Purchaser as the case may be, addressed as follows

<p>If to Purchaser:</p> <p>Jesse M. Wellner Chief Executive Officer TowerPoint 1170 Peachtree Street Atlanta, GA 30309 Tel: 678-775-0360 Fax: 866-800-0886 Jesse.Wellner@towerpoint.com</p>	<p>If to Seller:</p> <p>Township Manager 1014 Darby Road Havertown, PA 19083 Tel: (610) 446-1000 Fax: (484) 454-4183</p>
<p>with a copy to (which shall not constitute notice to Purchaser):</p>	<p>With a copy to (which shall constitute notice to Purchaser):</p> <p>John F. Walko, Esq. Haverford Township Solicitor Kilkenny Law, LLC 519 Swede St. Norristown, PA 19301 Tel: (484) 679-8150 Email: john@skilkennylaw.com</p>

c. Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement and to any collateral document shall be brought in the federal courts of the Commonwealth of Pennsylvania, and shall have jurisdiction over the parties with respect to any dispute or controversy between them arising under, in connection with this Agreement or any collateral document. Each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding may be served on any party anywhere in the world.

d. Specific Performance and Remedies. In the event the Seller should refuse to perform any of its obligations under this Agreement or any Closing Document, the remedy at law would be inadequate and for breach of such obligation, Purchaser shall, in addition to such other remedies as may be available to it at law or in equity, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by applicable law. Nothing herein contained shall be construed

as prohibiting Purchaser from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable law, including the recovery of damages.

e. Assignment. This Agreement shall not be assignable by either party except that Purchaser may assign this Agreement and/or the right to receive the Tower Assets to any Affiliate, any successor by operation of law, or by way of merger, consolidation or sale of all or substantially all of its assets.


f. Costs and Expenses. Each party shall bear its own legal fees and costs incurred in connection with the transactions contemplated hereby. Purchaser shall bear the costs of recordation, together with any deed or stamp taxes arising with respect to the recordation of any of the Closing Documents. Any transfer taxes incurred in connection with the transfer of the Tower Assets shall be paid solely by the Seller.

g. Limitation on Liability. Notwithstanding anything to the contrary contained herein, Purchaser's liability for any breach of this Agreement shall be limited to Seller's actual out-of-pocket damages, inclusive of reasonable attorneys' fees.

The parties have executed this Purchase and Sale Agreement as an instrument under seal as of the day and year first written above.

SELLER:

TOWNSHIP OF HAVERFORD

By: 
Name:
Title:

PURCHASER:

TIGR ACQUISITIONS III, LLC

By: _____
Name: Jesse M. Wellner
Title: Chief Executive Officer

EXHIBIT A

Definitions

The following terms will have the following meanings throughout this Agreement

“Affiliate” means, with respect to any Person, (a) any other Person at the time directly or indirectly controlling, controlled by or under direct or indirect common control with such Person, (b) any executive officer, director or senior management of such Person, and/or (c) with respect to any partnership, joint venture, limited liability company, or similar entity, any general partner or manager thereof.

“Applicable Law” means any law of any Authority, whether domestic or foreign, to which a Person is subject or by which it or any of its business or operations is subject or any of its property or assets is bound.

“Authority” means any governmental or quasi-authority, whether administrative, executive, judicial, legislative or other, or any combination thereof.

“Business Day” shall mean any day other than Saturday, Sunday or a day on which banking institutions in Miami, Florida are required by law to be closed.

“Claim” means any liability, obligation, demand, expense, defense, judgment, action, cause of action, suit, proceeding, disbursement or expense (including, with respect thereto, reasonable remediation and investigation expenses and reasonable attorneys’, consultants’ and other professional fees and disbursements of every kind, nature and description).

“Commences or Commenced” means, with respect to any Tenant Lease, the Tenant thereunder has commenced paying regularly scheduled installments of rent pursuant to the terms thereof and has substantially completed installation of its equipment on the Tower.

“Environmental Health and Safety Requirements” means all federal, state and local statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution and protection of the environment, including without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or by products, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

“Effective Date” shall mean the later of the dates that Seller and Purchaser have executed this Agreement.

“Environmental Permit” shall mean any Governmental Authorization required by or pursuant to any Environmental Health and Safety Requirements.

“FAA” means the United States Federal Aviation Administration, or any successor Authority.

“FCC” means the United States Federal Communications Commission, or any successor Authority.

“Governmental Authorizations” means all approvals, concessions, consents, franchises, licenses, permits, registrations and other authorizations of all governmental authorities, in connection with Tower Assets.

"Hazardous Substance" shall mean any substance that is deemed by any Environmental Health and Safety Requirements to be "hazardous," "toxic," a "contaminant" or "waste" or is otherwise regulated by any Environmental Health and Safety Requirements.

"Included Tenant Agreement" means a Tenant Lease that meets all of the following criteria as of the Closing Date: (a) the Seller has a valid landlord's, lessor's or licensor's interest under such Tenant Lease, (b) that is executed in writing and in full force and effect in all material respects, (c) that has not expired and will not expire within three (3) months from the date hereof in accordance with its terms, (d) is not on a "month-to-month" term, (e) the Tenant thereunder is not currently involved in a bankruptcy proceeding (f) that has not otherwise been terminated (and Seller shall not have received any notice of termination), (g) which has Commenced and (h) with respect to which there are no material default on the part of any Seller or the tenant thereunder, including, without limitation, any monetary default by such tenant for greater than sixty (60) days.

"Intangible Personal Property" shall mean any development rights, documents, technical matters and work product relating to the Property, including any Permits, environmental studies, construction, engineering, architectural, landscaping, or other plans or drawings related to the Property and any surveys, maps, site plans, plats and other graphics relating to the Property.

"Lien" shall mean any of the following: mortgage; lien (statutory or other); or other security agreement, arrangement or interest; pledge; assignment; charge; attachment; garnishment; encumbrance (including any easement, exception, reservation or limitation, right of way, and the like); conditional sale; title retention; preemptive or similar right; any financing lease; the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction; restriction on sale, transfer, assignment, disposition or other alienation; or any option, equity, claim or right of or obligation to, any other Person, of whatever kind and character.

"Material Adverse Change or Material Adverse Effect" means a change, event or occurrence that, individually or together with any other change(s), event(s) or occurrence(s), has had or would be reasonably expected to have a material adverse change or effect on the cash flow position or results of operations of Seller or the Purchaser or the Tower Assets, as applicable.

"NEPA" means the National Environmental Policy Act of 1969, as amended.

"Permits" shall mean all permits, licenses, authorizations, certificates of occupancy, certificates of completions, variances and similar approvals of any Governmental Authority having jurisdiction over the Tower Site.

"Person" means any natural individual or any entity.

"Seller's Knowledge" shall mean the (a) actual knowledge of (i) officers of the Seller and (ii) employees of any of the Seller whose primary responsibility is the subject matter about which the relevant matter relates and (b) the knowledge that each such person reasonably should possess if he or she has properly discharged his or her duties.

"Tax", shall mean, with respect to any Person, (a) all taxes, including without limitation any income (net, gross or other including recapture of any tax items such as investment tax credits), alternative or add-on minimum tax, gross income, gross receipts, gains, sales, use, leasing, lease, user, ad valorem, transfer, recording, franchise, profits, property, fuel, license, withholding on amounts paid to or by such Person, payroll, employment, unemployment, social security, excise, severance, stamp, occupation, custom, duty or other tax, or other like assessment or charge of any kind whatsoever, together with any interest, levies, assessments, charges, penalties, additions to tax or additional amount imposed by any Authority, (b) any joint or several liability of such Person with any other Person for the payment of any amounts of the type described in (a), and

(c) any liability of such Person for the payment of any amounts of the type described in (a) as a result of any express or implied obligation to indemnify any other Person.

“Tenant Estoppels” shall mean estoppel letters from each of the Tenants to Purchaser, in form and substance reasonably acceptable to Purchaser.

“Tenant Lease” shall mean any written lease agreement pursuant to which Seller has demised a leasehold interest, leasehold estate or other real property interest in the Site to a sublessee or tenant, including, without limitation, the associated access easements and rights of way.

“Tower Cash Flow” means, with respect to any Tower, the difference of: (A) an amount equal to the product of twelve (12) times the monthly rent as of the date of determination of each Included Tenant Lease, in each case without giving effect to any free rent provided for therein; *provided*, however, such amount (a) shall not include any security deposits, prepaid rents (unless credited to Purchaser), refunds to tenants, sales, property, excise or similar taxes imposed by Governmental Authorities and collected from subtenants and pass through expenses collected from any tenants, and (b) shall include, in the case of prepaid rent, an apportioned amount of such prepaid rent attributable to such monthly period; minus (B) an amount equal to the product of twelve (12) times the sum of (a) the easement “rents” for the month of the Closing, (b) the average of the actual utility expense for the six (6) months prior to the Closing Date for each of the Tower, (c) the actual amount of real estate taxes and personal property taxes for the year of the Closing (or the prior year if unavailable) if such taxes include an assessment for the Tower, or, if actual assessments are not available, a reasonable estimate of the fair market value of each of the applicable Tower, (d) the assumed annual insurance expense of \$750.00 per Tower Site, (e) the assumed annual maintenance expense of \$2,500.00 for each Tower without lighting, and (f) the actual monthly amount of other expenses that the Seller is obligated to pay prior to the Closing Date, in connection with the ownership and operation of the Tower (s). For the avoidance of doubt, Tower Cash Flow is intended to constitute all revenues of each particular Tower after deduction of all operating expenses directly attributable to such Tower.

Schedule 1(a)

Tower Site

Site Name Havertown Township
Site Address 3500 Darby Road, , Havertown, PA 19083
Latitude, Longitude 39.99281301913186, -75.3442480147672

Site Attributes					
Tower #	AGL (ft.)	Tower Type	Ground Ownership	# of Leases	Year Built
1	180	Lattice	Owned	3	2007

Schedule 1(b)

Tenant Leases

Tenant Information										
	Tenant	Tenant Rent (Annual)	Tenant Rent Frequency	Escalation (%)	Escalation Frequency (Yrs)	Commence Date	Initial Term (Mos)	# of Renewals	Renewal Term (Mos)	Lease Expiration
1	AT&T	\$ 45,348.00	* Monthly	12%	60	9/1/2007	60	6	60	8/31/2042
2	T-Mobile	\$ 36,000.00	* Monthly	12%	60	7/1/2019	60	4	60	6/30/2044
3	Verizon	\$ 45,626.28	* Monthly	15%	60	8/20/2007	60	4	60	8/19/2032

* Anually

Schedule 1(c)

Easement Agreement

[Attach Easement Agreement]



RESOLUTION NO. 2282-2022

WHEREAS, the Board of Commissioners wish is for individuals to enjoy open space and recreation; and

WHEREAS, The Board of Commissioners of the Township of Haverford desires, in accordance with the rules and regulations of the Pennsylvania Department of Transportation, to close State highway, Karakung Drive, commencing:

Sunday - and only on Sunday – January 1, 2023 to December 31, 2023

From - 7 am to Dusk

Including the following HOLIDAYS – Tuesday, 4th of July 2023; Thanksgiving, Thursday November 23, 2023; and Christmas, Monday, December 25, 2023.


WHEREAS, the Board of Commissioner's designate Haverford Police Department's – Chief, John Viola, to execute any documents with PaDot and be responsible for the safety and welfare of residents utilizing Karakung Drive.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, authorize this recreational project.

RESOLVED this 14th day of November, 2022.

TOWNSHIP OF HAVERFORD


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


Attest: David R. Burman
Township Manager/Secretary



Resolution No. 2284 -2022

Haverford Township / DELCO GREENWAYS Grant Round 3 RESOLUTION

MUNICIPALITY OF Haverford Township

DELAWARE COUNTY, PENNSYLVANIA

WHEREAS, Delaware County Council has established an Open Space and Recreation Municipal Grant Program to be utilized by the municipalities of Delaware County; and

WHEREAS, the grants may be used by the municipality for the improvement or acquisition of municipal recreation land; and

WHEREAS, the municipality of Haverford Township, Delaware County Pennsylvania desires to participate in the Delaware County Open Space and Greenways Municipal Grant Program in order to construct an extension to the Darby Creek Trail at a cost of \$500,000.

NOW, THEREFORE, by the governing body of Haverford Township, Delaware County, Pennsylvania, as follows:

- 1 That the municipality of Haverford Township, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance.
- 2 That Haverford Township is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Duly presented and adopted by the Governing Body of Haverford Township in public meeting held this 14th day of November, 2022.

Resolved this 14th day of November, A.D. 2022

Township of Haverford

BY:

Lawrence Holmes, President

Board of Commissioners

ATTEST:

David R. Burman

Township Manager/Secretary

DCNR-C2P2

Applicant Information (* indicates required information)

Applicant/Grantee Legal Name: **HAVERFORD TOWNSHIP**Web Application ID: **2005690**Project Title: **Darby Creek Trail****Resolution No 2285 - 2022**

WHEREAS, **HAVERFORD TOWNSHIP** ("Applicant") desires to undertake the project, "**Darby Creek Trail**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The grant application may be electronically signed on behalf of the applicant by "**David Burman**" who, at the time of signing, has a **TITLE** of "**Township Manager**" and the email address of "**DBurman@HAVTWP.ORG**".
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

Resolved this 14th day of November, A.D. 2022

Township of Haverford

BY: 

C. Lawrence Holmes, President
Board of Commissioners

ATTEST:



David R. Burman
Township Manager/Secretary



RESOLUTION NO. 2286-2022

A RESOLUTION BY THE TOWNSHIP OF HAVERFORD BOARD OF COMMISSIONERS URGING THE PENNSYLVANIA LEGISLATURE TO PASS LEGISLATION THAT ALLOWS MUNICIPAL POLICE DEPARTMENTS TO USE SPEED RADAR OR LIDAR

WHEREAS, public safety is one of the primary functions of municipal government; and

WHEREAS, motorists traveling at excessive speeds is a public safety concern; and

WHEREAS, driving in excess of the posted speed limit is a violation of law; and

WHEREAS, speeding motorists on local roads is one of the most common safety concerns voiced by constituents to Haverford Township officials and staff; and

WHEREAS, the National Highway Traffic Safety Administration (NHTSA) reports that 11,258 people died in speeding-related crashes in the United States in 2020 and that 87% of all speeding-related traffic fatalities occurred on local roads; and

WHEREAS, Pennsylvania has the distinction as one of the states with the worst record for speeding-related fatalities based upon statistics compiled by the NHTSA; and,

WHEREAS, according to a 2021 Pennsylvania Crash Facts and Statistics Report issued by the Pennsylvania Department of Transportation, 889 pedestrians were involved in car-related accidents in Townships and 76 of those accidents were fatal; and,

WHEREAS, radar and LIDAR are live-saving speed detection devices that have been used throughout the United States and by the Pennsylvania State Police to more precisely enforce speed limits; and,

WHEREAS, Pennsylvania continues to be the only state in the nation that prohibits municipal law enforcement from using radar and LIDAR which are considered the safest, most efficient, and most economical speed-timing devices; and

WHEREAS, the Township of Haverford desires to utilize speed detection devices for the promotion of public safety and not for increased revenue, as only a small portion of the fines that are assessed for speeding go to the Township and any revenue received will be offset by personnel and other costs associated with these devices; and,

WHEREAS, the use of local speed detection devices will also further the existing policy of the Haverford Township Police Department not to employ bias-based policing practices; and,

WHEREAS, despite having bi-partisan support, many past bills authorizing local use of speed detection devices in the General Assembly have not successfully passed into state law, effectively preventing our municipal law enforcement from protecting residents.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of the Township of Haverford urges the General Assembly to expeditiously pass legislation that will authorize the local use of speed detection devices; and,

BE IT FURTHER RESOLVED, the Township of Haverford calls upon our State Senator and State Representative to continue their advocacy for legislation that will promote the public safety of Haverford Township residents through the authorized use of speed detection devices.

Resolved this 14th day of November, 2022.

Township of Haverford



BY: C. Lawrence Holmes, Esq.

President



Attest: David R. Burman

Township Manager



RESOLUTION NO. 2287-2022

- WHEREAS,** the Minor Subdivision/Lot Consolidation Plan for Peter & Sally Murphy and Carol DiColli, 2 & 10 W. Ardmore Avenue, Ardmore, PA, Haverford Township, Delaware County, known as D.C. Folio Nos. 22-04-00014-00, 22-04-00012-00, & 22-04-00174-00 has been submitted to subdivide and extinguish an undeveloped lot (Parcel 3, Folio No. 22-04-0001-00) fronting Darby Road, to transfer 9,280 square feet to 10 W. Ardmore Ave, resulting in a lot area of 26,330 square feet and 6,920 square feet to 2 W. Ardmore Ave, resulting in a lot area of 26,952 square feet. Each of the two (2) properties will continue to be used as single family dwellings, with no new construction proposed. The subject properties are located in the 4th Ward. The aforesaid plans were prepared by Herbert MacCombie Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, PA, dated June 22, 2022, and last revised on August 26, 2022; and
- WHEREAS,** on September 1, 2022 the Haverford Township Zoning Hearing Board granted a variance from the provisions of §182-713, to subdivide a parcel where the existing lots are nonconforming in respect to minimum lot size, maximum impervious coverage, and the required side yard setbacks of the R-1 Zoning District.
- WHEREAS,** the Planning Commission of Haverford Township at the public meeting of Thursday, August 11, 2022, did vote to recommend approval of the plans subject to the following conditions:
1. The applicant will comply with the items of the Township Engineer's review letter dated September 19, 2022 to the satisfaction of the Township.
 2. The existing shed located on Lot 1 will be brought into compliance with the setback requirements for accessory structures.
- WHEREAS,** the applicant has submitted said plans before the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.
- NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission have been reviewed and the Minor Subdivision/Lot Consolidation Plan for Peter & Sally Murphy and Carol DiColli, 2 & 10 W. Ardmore Avenue, dated June 22, 2022, and last revised on August 26, 2022, is **approved** subject to compliance with the recommendations of the Planning Commission.

BE IT FURTHER RESOLVED that the Board of Commissioners grant the following waivers or partial waivers from the General Laws of the Township of Haverford:

- a. From §160-4.E(5)[e](2) to show two (2) foot contours on the plan.
- b. From §160-4.E(5)[e](4) to show existing storm drainage, sanitary sewer and public water supply lines or facilities within 400 feet of the site on the plan.
- c. From §160-5.B(4)[a] and [c] requiring the construction of sidewalks and curbs.

RESOLVED this 14th day of November, 2022.

TOWNSHIP OF HAVERFORD



By: C. Lawrence Holmes
President
Board of Commissioners



Attest: David R. Burman
Township Manager/Secretary



RESOLUTION NO. 2288-2022
Township of Haverford

PENNDOT Multimodal Transportation Fund (MTF) Program
Burmont Road and Glendale Road Intersection Reconfiguration


BE IT RESOLVED, that Haverford Township hereby requests a Multimodal Transportation Fund Grant of \$693,000 from the Pennsylvania Department of Transportation to be used for the reconfiguration of the intersection located at Burmont Road and Glendale Road to improve the safety of the intersection and facilitate access to the Darby Creek Trail.

BE IT FURTHER RESOLVED, that the Board of Commissioners does hereby designate David R. Burman (Township Manager/Secretary) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

RESOLVED this 14th day of November, A.D., 2022

TOWNSHIP OF HAVERFORD

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

I, , duly qualified Secretary of Haverford Township, Delaware County, PA, hereby certify that the forgoing is a true and correct copy of a resolution duly adopted by a majority vote of the Haverford Township Board of Commissioners at the regular meeting held November 14th, 2022 and said Resolution has been recorded in the minutes of Haverford Township and remains in effect as of this date.



RESOLUTION NO. 2289 - 2022

WHEREAS, the Township of Haverford, in January 1977, became a Home Rule Municipality; and

WHEREAS, the Home Rule Charter provides that the dates of public meetings to be held during the year by the Board of Commissioners shall be set forth in a Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the following are the dates of the public meetings to be held during the year 2023 unless otherwise advertised.

BOARD OF COMMISSIONERS

TUESDAY, January 3, 2023 – Reorganization – 7:30 P.M.

WORK SESSIONS – 7:00 P.M.

February 6	July – NO WORK SESSION
March 6	August 7
April 3	September 5 – TUESDAY (Day after Labor Day)
May 1	October 2
June 5	November – NO WORK SESSION
	December 4

REGULAR MEETINGS – 7:00 P.M.

January 9	June 12
February 13	July 10
March 13	August 14
April 10	September 11
May 8	October 10 – Tuesday (Day after Columbus)
	November 13
	November 20 – Prelim. Budget Meeting
	December 11 – Final Budget and Reg. Mtg.

ENVIRONMENTAL ADV COMMITTEE

1st Wednesday, 7:30 PM, Meeting Room C

Wednesday Meeting Dates: 01/04/2023, 02/01/2023, 03/01/2023, ****No 04/05/2023 meeting**, 05/03/2023, 06/07/2023, 07/05/2023, 08/02/2023, 09/06/2023, 10/04/2023, 11/01/2023, 12/06/2023

****Note: These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room C unless otherwise noted.**

RHM SEWER AUTHORITY

1st Tuesday, 7:00 PM, at RHM

FRIENDS OF THE GRANGE

1st Thursday, 7:15 PM, at the Grange

Thursday Meeting Dates: 01/05/2023, 02/02/2023, 03/02/2023, 04/06/2022, 05/04/2023, 06/01/2023, 07/06/2023, *No August Meeting, 09/07/2023, 10/05/2023, 11/02/2023, 12/07/2023

ZONING HEARING BOARD

1st and 3rd Thursdays, 7:45 PM, All Meeting Rooms

Thursday Meeting Dates: 01/05 & 01/19/2023, 02/02 & 02/16/2023, 03/02 & 03/16/2023, 04/06 & 04/20/2023, 05/04 & 05/18/2023, 06/01 & 06/15/2023, 07/20, 08/17, 09/07 & 09/21/2023, 10/05 & 10/19/2022, 11/02 & 11/16/2023, 12/07 & 12/21/2023

HEALTH ADVISORY BOARD

**2ND Tuesday, 7:00 PM, Meeting Room C
(No meetings June, July and August)**

Tuesday Meeting Dates: 01/10/2023, 02/14/2023, 03/14/2023, 04/11/2023, 05/09/2023, No June Meeting, No July Meeting, No August Meeting, 09/12/2023, **No 10/10/2023 meeting, 11/14/2023, 12/12/2023

****Note: These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room C unless otherwise noted.**

PLANNING COMMISSION

2nd Thursdays, 7:30 PM, All Meeting Rooms

Thursday Meeting Dates: 01/12/2023, 02/09/2023, 03/09/2023, 04/13/2023, 05/11/2023, 06/08/2023, 07/13/2023, 08/10/2023, 09/14/2023, 10/12/2023, 11/09/2023, 12/14/2023

HISTORICAL COMMISSION

3rd Monday, 7:00 PM, Meeting Room B

Monday Meeting Dates: **No 01/16/2023 meeting, **No 02/20/2023 meeting, 03/23/2023, 04/17/2023, 05/15/2023, **No 06/19/2023 meeting, 07/17/2023, *No August Meeting, 09/18/2023, 10/16/2023, **No 11/20/2023 meeting, 12/18/2023

****Note: These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room B&C unless otherwise noted.**

SENIOR CITIZENS ADVISORY BOARD

3rd Tuesday, 7:00 PM, Meeting Room B

Tuesday Meeting Dates: 01/17/2023, 02/21/2023, 03/21/2023, 04/18/2023, **05/16/2023 Meeting Room Twp.Mgr. Conference Room, 06/20/2023, No July Meeting, No August Meeting, 09/19/2023, 10/17/2023, 11/21/2023

ICE RINK ADVISORY BOARD

3rd Tuesday, 7:30 PM, at the Skatium

Tuesday Meeting Dates: 01/17/2023, 02/17/2023, 03/21/2023, 04/18/2023, 05/16/2023, 06/20/2023, 07/18/2023, 08/15/2023, 09/19/2023, 10/17/2023, 11/21/2023, 12/19/2023

HUMAN RELATIONS COMMISSION

**3RD Wednesday, 7:00 PM, Meeting Room C
(Quarterly – February, May, September, December)**

Wednesday Meeting Dates: 02/15/2023, 05/17/2023, 09/20/2023, 12/20/2023

SHADE TREE COMMISSION

4TH Monday, 7:30 PM, Meeting Room B

Monday Meeting Dates: 01/23/2023, 02/27/2023, 03/27/2023, 04/24/2023, 05/22/2023, 06/26/2023, 07/24/2023, 08/28/2023, **No 09/25/2023 meeting, 10/23/2023, 11/27/2023, **No 12/25/2023 meeting

****Note: These nights are unavailable due to a holiday or changed due to conflict with original meeting night. Meeting room is Room B unless otherwise noted**

LIBRARY BOARD

3RD Wednesday, 7:00 PM, Library Board Room

PARKS AND RECREATION

4TH Tuesday, 7:30 PM, Meeting Room B

Tuesday Meeting Dates: 01/24/2023, 02/28/2023, 03/28/2023, 04/25/2023, 05/23/2023, 06/27/2023, 07/25/2023, 08/22/2023, 09/26/2023, 10/24/2023, 11/28/2023, 12/26/2023

BUREAU OF FIRE

4TH Tuesday, 7:00 PM, at the Manoa Fire House

Tuesday Meeting Dates: 01/24/2023, 02/28/2023, 03/28/2023, 04/25/2023, 05/23/2023, 06/27/2023, No July Meeting, No August Meeting, 09/26/2023, 10/24/2023, 11/28/2023, 12/26/2023

NO Township meetings/events will be held on the following dates

Jewish Holidays

Passover – No meetings beginning 4 p.m. Wednesday, April 5, 2023

Rosh Hashanah – No meetings beginning 4 p.m. Friday, September 15th and NO meetings on Saturday, September 16th and Sunday, September 17th.

Yom Kippur – No meetings beginning 4 p.m. Sunday, September 24th and No meetings on Monday, September 25th.

Election Days:

Primary – May 16, 2023

General – November 7, 2023

RESOLVED THIS 12th day of December, 2022.

A handwritten signature in blue ink, appearing to read "David R. Burman".

Attest: David R. Burman, Township Manager

Township of Haverford

A handwritten signature in blue ink, appearing to read "C. Lawrence Holmes".

**By: C. Lawrence Holmes, Esq.
President**



RESOLUTION NO. 2290-2022

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Holiday Shopping Card Program

WHEREAS, Haverford Township's direct allocation from the Coronavirus State and Local Fiscal Recovery Fund was \$19.8 million;

WHEREAS, on April 1, 2022, the U.S. Department of Treasury released the Final Rule covering the Coronavirus State and Local Fiscal Recovery Fund, as created and directed by the American Rescue Plan Act authorizing recipients to use funds to 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:

- Financial support for Discover Haverford's local business holiday shopping gift card program to provide 50% matching credit on gift card purchases made from November 26, 2022 through December 25, 2022, at an amount not to exceed \$25 per card or \$5,000 in total

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Haverford Township hereby approves the use of funds from the Township's American Rescue Plan Fund allocation for the above referenced project.

RESOLVED THIS 12th day of December, 2022.

TOWNSHIP OF HAVERFORD

C. Lawrence Holmes, Esq, President

Attest:

David R. Burman, Township Manager



RESOLUTION NO. 2291-2022
Township of Haverford

PA SMALL WATER AND SEWER PROGRAM

NOW, THEREFORE, BE IT RESOLVED, that Haverford Township hereby requests a Small Water and Sewer Grant Program grant in the amount of \$250,750 from the Commonwealth Financing Authority to be used for the replacement of an existing sanitary sewer main crossing Naylors Run Creek.

BE IT FURTHER RESOLVED that the Board of Commissioners does hereby designate David R. Burman (Township Manager) as the official to execute all documents and agreements between the Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

RESOLVED this 12th day of December, 2022

TOWNSHIP OF HAVERFORD

BY: 
C. Lawrence Holmes, President
Board of Commissioners

I David R. Burman, duly qualified Secretary of Haverford Township, Delaware County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held on December 12, 2022 and said Resolution has been recorded in the minutes of the Haverford Township Board of Commissioners and remains in effect as of this date.

ATTEST:



David R. Burman
Township Manager/Secretary



RESOLUTION 2293-2023

WHEREAS, the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania did adopt the General Laws of the Township of Haverford (hereafter “the General Laws”) by Ordinance 1960, on June 30, 1986; and

WHEREAS, §4-1104 of the Administrative Code included in the General Laws of the Township declares the Board intent that the Township follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Act of the Commonwealth of Pennsylvania, Act 428 of 1968; and

WHEREAS, in accordance with the said Act 428 of 1968, the Pennsylvania Historical and Museum Commission did provide a Municipal Records Manual, the current edition being approved on December 16, 2008 and having been last updated on July 23, 2009; and

WHEREAS, in accordance with the said Act 428 of 1968, each individual act of disposition shall be approved by Resolution of the governing body of the municipality; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania that the Board of Commissioners hereby authorizes the disposition of the following public records:

FINANCE DEPARTMENT:

Accounts Payable, Accounts Receivable, Budget and Banking Related

2015 and prior Accounts Payable Vendor File (7 years)

2015 and prior Accounts Receivable Files (7 years)

2015 and prior Preliminary Adopted Budgets and related Budget Workpapers (7 years)

2015 and prior Bank and Investment Statements and Reconciliations (7 years)

2015 and prior Accounts Payable Cancelled Checks (7 years)

2015 and prior Accounts Payable Check Registers (7 years)

2021 and prior paper copies of Warrants approved by Board of Commissioners (now retained electronically)

2018 and prior Audit Workpapers (current plus prior 3 years)

2015 and prior Deposit Slips and Cash Receipt Records (7 years)

Payroll Related

2015 and prior Payroll Cancelled Checks (7 years)

2015 and prior Payroll Check Registers (7 years)

2019 and prior bi-weekly Payroll Earnings and Deduction Registers (3 years)

2017 and prior Form W2 (5 years)

2019 and prior quarterly payroll tax returns (3 years)

2019 and prior Form 1099-MISC (3 years)

Real Estate Tax Collection Related

2020 and prior Change of Address Requests (2 years)

2020 and prior Tax Certification Records (2 years)

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

Land Development Closed Escrow Accounting Records
2015 and prior (7 years)

Sewer Billing Related
2017 and prior Aqua Water Readings (5 years)

Business Tax Settlement Agreements
2015 & prior (7 years)

Liquid Fuels Records
2015 & prior (7 years)

Annual Audit & Financial Reports (also includes Report of Elected & Appointed Officials,
Survey of Financial Condition & Tax Information submitted to DCED)
2017 and prior (5 years)

Municipal Lien (Satisfied) Files
Satisfied in 2021 & prior (1 year after satisfaction)

CODE ENFORCEMENT DEPARTMENT:

PZ-2 Building and Housing Construction Records
2017 and prior (5 years)

PZ-3 Building Permits and Applications
2017 and prior (5 years)

PZ-7 Contractors' Licensing Records
2015 and prior (7 years)

PH-2 Public Health Citations
2019 and prior (3 years)

PH-3 Epidemiological Reports
2015 and prior (7 years)

PH-5 General Public Health Nuisance Records – Non-Structure
2020 and prior (2 years)

PH-6 Health Inspection Records
2018 and prior (4 years)

PH-9 Vector Control Records
2018 and prior (4 years)

GENERAL:

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

AL-8 Contract Files (general, written contracts – after termination)

2016 and prior (6 years)

AL-8 Contract Files (construction contracts – after termination)

2010 and prior (12 years)

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

2016 and prior (6 years)

2010 and prior (12 years for construction contracts)

AL-8 Bids, Proposals, Price Quotations (if unsuccessful – after job completion)

2019 and prior (3 years)

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

2006

RESOLVED, this 9th day of January, 2023.

TOWNSHIP OF HAVERFORD



President, Board of Commissioners



Attest: David R. Burman
Township Manager/Secretary



RESOLUTION 2294-2023

- WHEREAS, the Township of Haverford is a Township of the First Class, in the County of Delaware, Commonwealth of Pennsylvania; and
- WHEREAS, the Board of Commissioners of the Township of Haverford is authorized by the laws of the Commonwealth of Pennsylvania to charge appropriate costs for certain public services; and
- WHEREAS, the Board of Commissioners wishes to provide a comprehensive fee schedule for the convenience and ease of the general public in determining Township fees for the cost of said services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania that the Board of Commissioners hereby establishes its fee schedule as follows:

	<u>FEE</u>
A. Administrative Costs	
Photocopying, per page	\$ 0.25
B. Alarms	
False alarms, 3 or more per calendar year, per alarm	\$300.00
C. Amusement and Entertainment	
(1) <i>Jukeboxes and mechanical amusement devices:</i>	
<i>Annual license fees:</i>	
1 to 3, each item	\$150.00
Each item in excess of 3	\$250.00
Pool Table, annual license fees	
1 to 3, each pool table	\$150.00
Each pool table, in excess of 3	\$300.00
Jukeboxes, mechanical amusement devices and pool tables in premises owned by a nonprofit organization, each item	\$25.00
Replacement of lost or destroyed seal, stamp or decal, each item	\$5.00
(2) <i>Circuses and carnivals:</i>	
Each theatrical exhibition, per performance	\$5.00
Each concert, per performance	\$25.00
Each jugglery exhibition, per performance	\$5.00
Each circus and menagerie combined, per 1 day	\$250.00
Each outside show accompanying a circus or menagerie, per 1 day	\$25.00
Each carnival, per day	\$200.00
Each boxing or sparring exhibition, per 1 day	\$200.00
(3) <i>Any other entertainment/recreation for which a price of is charged:</i>	
Skating rink, per calendar year	\$50.00
Exhibition, recreation hall or club, per year	\$50.00
Dance hall or club, per day	\$10.00
per year	\$100.00
Religious educational and charitable organizations holding an entertainment or exhibit, per day	\$ 50.00

D.	Bathing places, public	
	Annual license and inspection fee	\$150.00
E.	Building Construction	
	(1) <i>Plan Review Fees:</i>	
	<i>Building</i>	
	New construction, Residential:	\$100.00
	Additions and Alterations over \$50,000 of construction value	\$50.00
	Nonresidential and multi-family buildings, per hour	\$95.00
	Accessibility	\$200.00
	<i>Engineering Escrow</i>	
	Steep slope of floodplain reviews	\$2,000.00
	<i>Grading and storm water management up to:</i>	
	10,000 square feet lot area affected	\$1,500.00
	10,001 to 50,000 square feet lot area affected	\$2,500.00
	Over 50,000 square feet lot area affected	\$5,000.00
	<i>Subdivision and Land Development Escrows</i>	
	Sketch plans and lot line changes	\$1,000.00
	Preliminary Subdivision Plan	\$2,500.00
	Final Subdivision Plan	\$2,000.00
	Additional escrow per lot	\$100.00
	Preliminary/Final Land development	\$5,000.00
	Each Plan Revision Resubmission	\$500.00
	<i>[Applicants seeking concurrent preliminary/final review must provide the escrow for both applications upon submission]</i>	
	(2) <i>Building Permit/Inspection Fees:</i>	
	Residential:	
	New construction:	
	First \$10,000.00 of cost (per \$1,000.00)	\$20.00
	Over \$10,000.00 of cost (per \$1,000.00)	\$15.00
	Alterations and repairs:	
	First \$10,000.00 of cost (per \$1,000.00)	\$20.00
	Over \$10,000.00 of cost (per \$1,000.00)	\$15.00
	Alterations and repairs, decks, sheds, detached garages:	
	First \$10,000.00 of cost (per \$1,000.00)	\$20.00
	Over \$10,000.00 of cost (per \$1,000.00)	\$15.00
	Roofing, siding, windows and doors:	
	Per \$1,000.00 of cost	\$20.00
	HVAC installations, per \$1,000 of cost	\$25.00
	Re-inspection for violations/noncompliance, per inspection	\$100.00
	Portable Storage Units	\$50.00
	<i>Nonresidential and Multifamily Buildings:</i>	
	<i>New construction:</i>	
	First \$40,000.00 of cost (per \$1,000.00)	\$ 25.00
	Over \$40,000.00 of cost (per \$1,000.00)	\$ 20.00
	Alterations and repairs (including roofing and siding):	
	Per \$1,000.00 of cost	\$ 20.00
	Accessory structures:	
	First 200 square feet	\$50.00

Each additional 100 square feet	\$15.00
Curb and sidewalk repairs, per \$1,000 of cost	\$50.00
Re-inspection for violations/noncompliance, per inspection	\$100.00
Trailers	\$250.00

Tents:

Up to 500 square feet	\$50.00
501 to 800 square feet	\$100.00
801 square feet and over	\$200.00

Signs:

Wall signs	\$100.00
Freestanding signs	\$150.00
Temporary signs	\$100.00

Swimming pools:

In-ground pools, including bonding & fence enclosure	\$250.00
Above-ground pools	\$75.00

Fencing:

First 100 linear feet	\$40.00
Each additional 100 linear feet	\$10.00

Demolition permits:

First 2,000 square feet of building area	\$200.00
Each additional 2,000 square feet	\$75.00

Certificate of Use and Occupancy:

New construction:

Single-family dwelling	\$50.00
Nonresidential and multifamily dwelling	\$100.00

Change of ownership/occupancy:

Application received with more than 30 days processing time, per unit	\$75.00
Application received with less than 30 days processing time, per unit	\$105.00
Application received with less than 10 days processing time, per unit	\$175.00
Application received with less than 5 days processing time, per unit	\$300.00
Each re-inspection	\$25.00
Zoning Certification Letter	\$100.00

(3) *Electric permits:*

All new installations, alterations to existing and additional electrical per \$1,000.00 of cost	\$20.00
Re-inspections to correct violations	\$20.00

(4) *Plumbing permits:*

Water service connections from house to curb, per 100 feet	\$75.00
Sewer service connections from house to curb, per 100 feet	\$100.00
On-site sanitary systems (excludes engineers review)	\$100.00
Private Wells	\$100.00

	All new installations, alterations and additions to existing and additional plumbing, per \$1,000.00 of cost	\$20.00
F.	Contractors, Licensing of (per calendar year)	
	Master plumber or electrician	\$75.00
	General, sign, lawn care, swimming pool paving or subcontractors	\$75.00
	Property manager, decorator	\$75.00
	Journeyman plumber or electrician, chief plant electrician, oil burner or refrigeration service dealer	\$15.00
	Apprentice plumber or electrician	\$7.50
G.	Electrical Standards, annual permits	
	Routine repairs, maintenance or replacement at a pre-designated site, per calendar year	\$150.00
H.	Erosion and Sediment Control	
	Up to 1 acre of land graded or disturbed, exceeding ½ acre	\$50.00
	Each acre exceeding 1 acre, up to 10 acres	\$15.00
	Each acre exceeding 10 acres	\$5.00
	[Engineering escrows are also required per Building Construction Plan Review Fee Schedule (Subsection E(1) above)]	
I.	Explosives	
	Blasting permit, each 10 day period	\$500.00
	Storage of explosives, per calendar year	\$1,000.00
J.	Fire Prevention Fees	
	Annual fire prevention inspections:	
	Buildings up to 1,500 square feet	\$80.00
	Buildings 1,500 square feet to 3,000 square feet	\$105.00
	Each additional 2,000 square feet to 9,000 square feet	\$20.00
	All structures over 9,000 square feet	\$325.00
	Re-inspection for corrections to defects	\$30.00
	Failure to appear for scheduled inspection	\$50.00
	Depositions and/or expert testimony at court appearances:	
	Consultation: two-hour minimum, per hour	\$65.00
	Deposition: four-hour minimum, per hour	\$40.00
	Fire Incident Report	\$50.00
	Fire Permits:	
	Plan review, per hour	\$95.00
	Fire alarm permits, per \$1,000 of cost	
	Up to \$50,000 of cost	\$35.00
	Each additional \$1,000 of cost	\$15.00
	Fire suppression, sprinklers & hoods, per \$1,000 of cost	
	Up to \$50,000 of cost	\$25.00
	Each additional \$1,000 of cost	\$15.00
	Use and occupancy inspections (initial application)	\$25.00
	Tank permits (removal or installation, per tank)	
	Residential	\$65.00
	Commercial	\$100.00

All other high-hazard permits, per the Fire Prevention Code	
per \$1,000 of cost	\$25.00
High-hazard/multi-dwelling-unit buildings:	
0 to 25 dwelling units	\$150.00
26 to 50 dwelling units	\$200.00
51 to 75 dwelling units	\$225.00
76 to 100 dwelling units	\$250.00
101 to 150 dwelling units	\$275.00
Each additional 100 units	\$50.00
K. Garbage, Rubbish and Refuse	
Bulk Trash collection, for 1-5 items, per item	\$22.00
Clean-Out, 6-10 items, flat fee	\$122.00
Replacement recycling can	\$35.00
Replacement recycling can lid	\$5.00
L. Housing Standards	
Annual housing license	\$60.00
Housing license inspection or re-inspection fee, per unit	\$50.00
Failure to appear for scheduled inspection	\$50.00
M. Miscellaneous Licenses & Permits	
Backyard Chicken License (initial application/renewal)	\$60.00/\$25.00
N. Parks and Playgrounds	
*The Recreation Department determines the fees for programming and events on an ongoing basis as planned and advertised**	
Seasonal adult and non-township ball field permits	\$600.00
Township park pavilion	\$75.00
Synthetic Turf Rental Fees:	
Township Organization, Volunteer coaches, per hour	\$20.00
Township Organization, Paid coaches/employees, per hour	\$45.00
Non-Township Organization, Volunteer coaches, per hour	\$95.00
Non-Township Organization, Paid coaches/employees, per hour	\$125.00
Denny Gym Rental Fees, Half Court:	
Township Organization, Volunteers/individual, per hour	\$70.00
Township Organization, Paid coaches/business, per hour	\$120.00
Non-Township Organization, Volunteers/coaches, per hour	\$95.00
Non-Township Organization, Paid coaches/employees, per hour	\$165.00
Denny Gym Rental Fees, Full Court:	
Township Organization, Volunteers/individual, per hour	\$100.00
Township Organization, Paid Coaches/business, per hour	\$185.00
Non-Township Organization, Volunteers/individual, per hour	\$150.00
Non-Township Organization, Paid Coaches/business, per hour	\$210.00
Activity Rooms	\$60.00
Studio/private	
Resident/private	\$60.00
Non-Resident/private	\$90.00
Studio/business	
Township/business	\$60.00
Non-Township/business	\$90.00
Environmental Lab:	

	Resident/private	\$70.00
	Township/business	\$90.00
	Non-Resident/private	\$90.00
	Non-Township/business	\$110.00
	Multi Use Room:	
	Half Room:	
	Resident, private, per hour	\$65.00
	Township, business, per hour	\$100.00
	Non-Resident, private, per hour	\$85.00
	Non-Township, business, per hour	\$140.00
	Full Room:	
	Resident, private, per hour	\$110.00
	Township, business, per hour	\$175.00
	Non-Resident, private, per hour	\$140.00
	Non-Township, business, per hour	\$210.00
O.	Peddling and Soliciting	
	Soliciting or peddling license by a township resident/landowner at their primary residence or owned property within Haverford Township, each two-day period (except Christmas tree sales)	\$50.00
	Soliciting or peddling license by a township resident at a location other than their primary residence or owned property within Haverford Township, or by a nonresident, each two-day period (except Christmas tree sales), per location	\$150.00
	Christmas tree sales, 45 day maximum	\$100.00
P.	Poles	
	Erect any telephone, electric light or power pole	\$35.00
Q.	Police Services	
	Photographs, each	\$15.00
	Fire investigation report	\$50.00
	Police incident report:	
	Each copy	\$15.00
	For senior citizens (65 years and older)	\$5.00
	Police accident investigation report:	
	Each 2 pages	\$15.00
	For senior citizens (65 years and older), each 2 pages	\$5.00
	Copies of any other files/reports, per page, plus the cost of postage	\$0.25
	Police details, per hour rate, per officer	\$95.00
	Civil service – entry level applicants	\$45.00
	Fingerprinting service, civilians, non-arrest related	\$35.00
	Block party permit	\$35.00
	Live music permit	\$10.00
	Special Event Race permit	\$50.00
	Police Body Camera Footage (per upload)	\$19.00
	Police Body Camera Footage (per minute of redaction)	\$1.00
	Music Festival (over 1,000 people)	\$150.00
R.	Sewage and Drainage Facilities	
	Sewer service connection fee	\$1,500.00

S.	Skating Rink	
	Advertising (per Board)	\$400.00
	Public skating	
	Adult, 7 years and over (1 ½ hours)	\$8.00
	Children, 6 years and under (1 ½ hours)	\$6.00
	Senior citizens	\$3.00
	Home schoolers	\$7.00
	Group rates	\$7.00
	High school hockey game admission	\$5.00
	Rental of upper meeting room, Resident/Non-Resident per hour	\$30.00/\$40.00
	Hourly early morning rental (<u>Monday – Friday, non holiday</u> begin at or before 6:00am and end at or before 8:00am)	\$125.00
	Hourly group ice rental, Winter Season (Sept 1 – March 31)	\$385.00
	Hourly group ice rental, Spring Season (Apr 1 – May 31)	\$290.00
	Hourly group ice rental, Summer Season (June 1 – Aug 31)	\$260.00
	Hourly group ice rental, “Last Minute Special” (reserved within 7 days for otherwise unreserved ice time)	20% Discount
	Family membership books:	
	Haverford Township residents	\$65.00
	Nonresidents	\$78.00
	Including skate rental	\$10.00
	Skate rental	\$2.00
T.	Subdivision and Land Development Application Fees	
	Sketch plans and lot line changes	\$150.00
	Minor subdivision, each submission	\$500.00
	Major subdivision, each submission	
	5-10 lots	\$1,000.00
	11-25 lots	\$1,500.00
	26 or more lots	\$2,000.00
	Land development, per 20,000 square feet of lot area, plus \$100.00 per tenant/leasehold	\$1,500.00
	[Note: See also Subsection E(1), Engineering escrows.]	
U.	Streets and Sidewalks	
	Excavations/opening of a public right-of-way:	
	First 150 linear foot cut of a public surface	\$125.00
	Each additional 50 linear feet of a public surface	\$50.00
	Plus:	
	Improved surface restoration escrow (per every 5 linear feet)	\$1,000
	Unimproved surface restoration escrow, per \$1,000 of cost	\$50.00
	Street degradation fee for improved surface	\$100.00
	Additional degradation fee if surface paved within the past five years:	
	Per linear foot, if paved within 1 year	\$34.00
	Per linear foot, if paved within 2 year	\$28.00
	Per linear foot, if paved within 3 year	\$22.00
	Per linear foot, if paved within 4 year	\$16.00
	Per linear foot, if paved within 5 year	\$10.00
	Road closing to traffic:	
	Per hour, first 24 hours	\$5.00
	Per day, each additional day	\$40.00
	Right-of-way occupancy:	
	First 24 hours	\$80.00

	Per day, each additional day	\$10.00
	Special inspections, per hour	\$25.00
	Oversize or overweight loads, per day	\$500.00
	Sidewalk and curb construction or replacement, each 50 feet	\$50.00
	Petition to Open or Vacate Streets:	
	Filing Fee	\$575.00
	Professional Services fee, per hour	\$220.00
V.	Telecommunications	
	Wireless communication facilities.	
	Application fee per each facility in a right-of-way	\$330.00
	Per each other wireless communication facility	\$650.00
	Annual right-of-way (ROW) use fee	\$190.00
	Annual fee per authorized attachment to any single Township structure in the ROW	\$275.00
	Rental fees for attachment to Township structures outside of a ROW are negotiable, but not less than market rates	
	Professional services escrow deposit	\$2,500.00
W.	Zoning Hearing Board Applications & Appeals	
	Residential variances, appeals or special exceptions	\$550.00
	Nonresidential accessory signs or other accessory structures	\$700.00
	Subdivision related variances & new construction	\$700.00
	All other applications and/or appeals	\$2,000.00
X.	Finance	
	Lien Service Fee, covers filing & satisfaction	\$125.00
	Revival of lapsed lien (20 year life)	\$100.00
	Interest rate of liens	10%, annual
	Tax Certification, per year	\$5.00
	Tax Certification rush service (if needed in less than 2 working days), additional flat fee	\$10.00
	Returned check charge	\$35.00
	Finance charge on all unpaid invoices over 60 days	15%, annual
	Duplicate tax bill fee (<u>printed copies only</u>)	\$2.00
Y.	Delinquent Sewer and Trash	
	If a long-standing sewer and/or trash account is assigned to special counsel for collection, the property owner will be subject to the following fees and charges. Additionally, there shall be added to the below amounts any reasonable out-of-pocket expenses of counsel in connection with each of these services, as itemized in the applicable counsel bills, which shall be deemed to be part of the fees.	
	Verify data, setup and open file, prepare and send demand letter	Legal Fees - \$160.00
	Prepare and file Writ of Scire Facias; related bookkeeping	Legal Fees - \$250.00
	Court Fees according to Delaware County fee schedule in effect	
	Sheriff Fees	Varies
	Prepare and mail correspondence per Pa. RCP 237.1	Legal Fees - \$30.00
	Prepare and file Default Judgment; related bookkeeping	Legal Fees - \$175.00
	Court Fees according to Delaware County fee schedule in effect	
	Prepare and file Writ of Execution for Sheriff Sale	Legal Fees - \$800.00
	Court Fees according to Delaware County fee schedule in effect	
	Sheriff Fees	Varies

Administrative Fees for Payment Schedule:	
Three months or less	\$25.00
More than three months	\$50.00
Calculation of Payoff Figures on Delinquent Accounts assigned for collection	\$25.00
Z. Hearing before the Board of Commissioners	
Conditional Use	\$1,500.00
Validity Challenges/Curative Amendments	\$2,000.00
Change of Zoning Classification	\$2,500.00
Inter-municipal transfer of liquor license application	\$1,500.00
AA. Miscellaneous Fees	
Record request and reproduction for subpoena or testimony:	
Document search – hourly rate	\$25.00
Witness Appearance (in additional to record fees):	
First 3 hours, including travel	\$150.00
Additional hour or portion thereof	\$25.00
Mileage	Current IRS rate
Professional Assistance/Special Events	
Township Medic w/Township ALS vehicle - hourly rate	\$110.00
Narberth EMS Assistance w/Narberth Ambulance –	Narberth stated rates
BB. Parking Fees	
Meter/Kiosk Parking (per 30 minutes)	\$.25
Convenience fee (for meter/fine credit card transaction)	\$2.50
Parking lot hang tags (quarterly)	\$90.00
Parking meter violation	\$15.00
Parking meter violation (after 5 days)	\$20.00
Parking Card (initial issuance or replacement card)	\$5.00
Parking Card (initial issuance) for Township senior citizens age 65 or over	waived
Parking Card (time loaded) for Township senior citizens age 65 or over	2x credit
Charging at electric vehicle station	
(per hour, while charging)	\$1.50
(per hour, if still connected 30 minutes after charge is complete)	\$3.00
CC. Shade Tree Care	
Tree Permit (new plantings)	waived
Tree Permit (removal, pruning, spraying)	\$75.00
Payment in Lieu of Planting (per tree)	\$250.00
Appeal of denial	\$500.00

RESOLVED, this 9th day of January, 2023.

TOWNSHIP OF HAVERFORD



President, Board of Commissioners

Attest:



David R. Burman
Township Manager/Secretary



RESOLUTION 2295-2023

- WHEREAS, the Township of Haverford is a Township of the First Class, in the County of Delaware, Commonwealth of Pennsylvania; and
- WHEREAS, the Board of Commissioners of the Township of Haverford is authorized by the laws of the Commonwealth of Pennsylvania to charge appropriate costs for certain public services; and
- WHEREAS, the Board of Commissioners wishes to establish a general schedule for reimbursement of fees, costs, charges and expenses of the Municipality's Professional Consultants.

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

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

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

Township Engineer (David Pennoni)	\$150.00 per hour
Senior Professional	\$145.00 per hour
Project Professional	\$140.00 per hour
Staff Professional	\$131.00 per hour
Associate Professional	\$122.00 per hour
Graduate Professional	\$114.00 per hour
Technician	\$105.00 per hour
Field-Technician	\$87.00 per hour
Project Assistant	\$30.00 per hour
Survey Crew	\$225.00 per hour

(ii) Township Solicitor \$175.00 per hour

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


RESOLVED, this 9th day of January, 2023.

TOWNSHIP OF HAVERFORD



President, Board of Commissioners

Attest:



David R. Burman
Township Manager/Secretary



RESOLUTION 2296-2023


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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania that the Board of Commissioners hereby authorizes, as follows:

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

RESOLVED, this 9th day of January, 2023.

TOWNSHIP OF HAVERFORD

Attest: 
David R. Burman
Township Manager/Secretary

By: 
President of Board of Commissioners