# Haverford Township – Board of Commissioners

Meeting: Tuesday, September 3, 2024

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

Work Session Agenda

National Recovery Month

**Commissioner Committee Updates** 

Police Department – Crime Update

Next Week:

Annual MMO (Minimum Municipal Obligation)

Ordinance No. P12-2024 Traffic (2<sup>nd</sup> Reading)

Resolution No. 2392-2024 Haverford Township Day

Resolution No. 2393-2024 - Results will be included in final Agenda ARPA – Cobbs Creek Interceptor

Resolution No. 2394-2024 Traffic Signal Authorization - Lawrence Road Midblock Crossing at Lynnewood Elementary School

Resolution No. 2395-2024 Amended Plan Approval – 5 Llandillo Road Resolution No. 2396-2024 Preliminary/Final Land Development – Haverford Middle School Addition

### Resolution No. 2397-2024

ARPA – Recreation Department – Replace Site Lights along Trail at Jack McDonald Field and Brookline Park Safety Surfacing

### Contract Awards:

Cobbs Creek Interceptor - BID Results will be included in final Agenda

Darby Creek Trail Extension Phase II - BID Results will be included in final Agenda

Dunleavy Associates - Lead Based Paint Testers - BID Results will be included in final Agenda

Electric Vehicles Charging Stations at Police Department – Results will be included in final Agenda

### Purchases

Public Works Department - Replacement of two (2) Street Light Poles

**Recreation Department:** 

Rubber Safety Surfacing for Brookline Park

Replace Site Lights along Trail at Jack McDonald Field

### Agreement:

Certified Local Government (CLG) Grant Program between Haverford Township and the Pennsylvania Historical and Museum Commission Appointment:

Senior Advisory Board – 6<sup>th</sup> Ward

Proclamations: Grange Estate – 50<sup>th</sup> Anniversary

Letters of Commendation – Emergency Services

Thomas J. Anderson & Associates, Inc.

MUNICIPAL PENSION SPECIALISTS

115 WESTTOWN RD., STE 101 WEST CHESTER, PA 19382 (610) 430-3385 FAX (610) 430-3387

August 1, 2024

Ms. Aimee Cuthbertson, CPA Director of Finance HAVERFORD TOWNSHIP 1014 Darby Rd. Havertown, PA 19083

RE: 2025 Financial Requirement and Minimum Municipal Obligation

Dear Aimee:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2025 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s)shall submit to the governing body of the municipality the financial requirement. This annual report must be presented to the governing body on or before the last business day in September (September 30, 2024).

The payroll amount used in your 2025 budget was computed by obtaining from you, the earnings for the active full-time members of the pension plan(s) as of June 30, 2024 and then doubling this figure in order to arrive at the projected annual payroll for the year in which the budget is prepared. The budgeted administrative expenses were based upon the expenses reported in the plan(s)' most recent Act 205 Actuarial Report.

Line 9 of the plan(s) MMO represents the minimum obligation permitted based upon actuarial smoothing. Line 10 reflects the MMO based upon the plan(s) market value of assets. The reason we are bringing this to your attention is to make you aware of the plan(s) higher MMO requirement(s) based upon market value without the smoothing provision.

We understand the economic hardships that are facing local governments; however, from an actuarial funding standpoint we strongly recommend, if at all possible, your municipality gives consideration to providing additional funding above the minimum smoothing based MMO requirement(s). Ms. Aimee Cuthbertson, CPA August 1, 2024 Page two

In order to avoid any confusion, we are requesting that you identify the MMO on line 9 or 10 and the amount your municipality elects to utilize in funding the plan's 2025 MMO obligation and clearly write in your election # and the dollar amount on the 2025 MMO budget worksheet in the spaces provided above the signature line.

These reporting requirements will be closely monitored by the Department of the Auditor General in future audits. Therefore, if you should have any questions concerning any of the above, please do not hesitate to contact our office. <u>Upon approval</u>, please forward a signed/dated copy of this 2025 MMO budget(s) for our records with your election(s).

Sincerely,

Bred farrest.

JAMES P. KENNEDY President

FINANCI	AL REQUIREMENT AND MINIMUM MUNI OBLIGATION BUDGET FOR 2025	CIPAL
NAME OF MUNICIPALITY: COUNTY:	HAVERFORD TOWNSHIP DELAWARE	POLICE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll	,	\$7,700,000
2 NORMAL COST AS A PERCENTA (Derived from latest actuarial valuation)	GE OF PAYROLL 1/1/23	14.85%
3 TOTAL NORMAL COST ( Item 1 x Item 2)		\$1,143,450
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		\$2,574,164
5 TOTAL ADMINISTRATIVE EXPENS (Based on Estimate)	SES	\$19,518
6 FINANCIAL REQUIREMENT (+ item 3 + item 4 + item 5)		\$3,737,132
7 TOTAL MEMBERS CONTRIBUTIO	NS	\$385,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		\$0
9 MINIMUM MUNICIPAL OBLIGATIO (+ Item 6 - Item 7 - Item 8)	Ν	\$3,352,132
10 MINIMUM MUNICIPAL OBLIGATIO	N BASED UPON MARKET VALUE OF ASSETS	\$4,345,155
l elect line (9 or 10) ;	as my 2025 MMO in the amount of \$	
Signature of Chief Administrative Officer	Date Certified to	Governing Body

	EMENT AND MINIMUM MU ON BUDGET FOR 2025	JNICIPAL
NAME OF MUNICIPALITY: COUNTY:	HAVERFORD TOWNSH DELAWARE	IP NON-UNIFORMED PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payrol		\$4,664,000
2 NORMAL COST AS A PERCENTAGE OF PAYRO ( Derived from latest actuarial valuation )	DLL 1/1/23	9.57%
3 TOTAL NORMAL COST ( Item 1 x Item 2)		\$446,345
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		\$1,519,261
5 TOTAL ADMINISTRATIVE EXPENSES (Based on Estimate)		\$20,818
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		\$1,986,424
7 TOTAL MEMBERS CONTRIBUTIONS		\$209,880
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		\$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)		\$1,776,544
10 MINIMUM MUNICIPAL OBLIGATION BASED UP	ON MARKET VALUE OF ASSE	tts <b>\$2,775,298</b>
l elect line (9 or 10) as my 2025 N	IMO in the amount of \$	
Signature of Chief Administrative Officer	Date Cer	tified to Governing Body

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August 1, 2024

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If you should have any questions concerning any of the above, please do not hesitate to contact me. Upon approval, please forward a signed/dated copy of this 2025 MMO budget(s) for our records.

Sincerely,

JAMES P. KENNEDY President

### FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2025

	NAME OF MUNICIPALITY: COUNTY:	HAVERFORD TOWNSHIP DELAWARE	
			NON-UNIFORMED DEF. CONT.
1.	TOTAL ANNUAL PAYROLL (Estimated payroll)		4,500,000
2.	RATE OF CONTRIBUTION AS A % OF (Derived from latest actuarial valuation)	PAYROLL 1/1/23	4.50%
3.	TOTAL CONTRIBUTION COST (Item 1 times Item 2)		202,500
4.	TOTAL ADMINISTRATIVE EXPENSES	6	6,550
5.	TOTAL FINANCIAL REQUIREMENT (+Item 3 +Item 4)		209,050
6.	MINIMUM MUNICIPAL OBLIGATION		209,050

Signature of Chief Administrative Officer

Date Certified to Governing Body

Township of Haverford Ordinance No. P12-2024 Traffic

An Ordinance of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, further amending and supplementing Ordinance No. 1960, adopted June 30, 1986, and known as "General Laws of the Township of Haverford" Chapter 175, Vehicles and Traffic.

Be it enacted and ordained by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania:

Section 1. That Section 175-83, Schedule VIII: STOP INTERSECTIONS:

On Morris Road, west, at the intersection of Woodcrest Avenue.

Section 2. Upon effective date of this ordinance, the Highway Department shall install appropriate signs in the designated section or zones giving notice of the regulations aforesaid.

Section 3. Any ordinance or part of an ordinance to the extent that it is inconsistent herewith is hereby repealed.

Adopted this 9<sup>th</sup> day of September, 2024.

Township of Haverford

By: C. Lawrence Holmes President, Board of Commissioners

Attest: David R. Burman Township Manager/Secretary Township of Haverford

Resolution No. 2392 - 2024

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 5, 2024.

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 9<sup>th</sup> day of September, 2024.

Township of Haverford

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

Attest: David R. Burman Township Manager/Secretary

### **RESOLUTION 2394-2024**

BE IT RESOLVED, by authority of the B	oard of Commissioners	
—	(Name of governing body)	
of the Township of Haverford	, Delaware	County, and it
(Name of MUNICIPALITY)		
is hereby resolved by authority of the same, that th	e Township Manager/Secretary	
	(designate official title)	
of said MUNICIPALITY is authorized and directed	d to submit the attached Application f	for Traffic
Signal Approval to the Pennsylvania Department of the MUNICIPALITY.	of Transportation and to sign this App	lication on behalf of
ATTEST:	TOWNSHIP OF HAVERFORD	
	(Name of MUNICIPALIT	TY)
	By:	
(Signature and designation of official title)	(Signature and designation of	fofficial title)
I, David R. Burman	, Township Manager/Secretary	
(Name)	(Official Title)	
of the Board of Commissioners of the Township of (Name of governing body and MUNICIP) is a true and correct copy of the Resolution adopted	PALITY)	hat the foregoing
	0	
Board of Commissioners	, held the 9th day of September	er , 20 <u>24</u> .
(Name of governing body)		

**DATE:** 9/9/2024

(Signature and designation of official title)

### **Application for Traffic Signal Approval**

Please Type or Print all information in Blue or Black Ink



Sheet 1 of 5 DEPARTMENT USE ONLY

Engineering District :

County :

Department Tracking # :

Initial Submission Date :

A - Applicant's	(Municipal)	Contact Information
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Municipal Contact's Name : David R. Burman	Title: Township Manager
Municipal Name : Haverford Township	
Municipal Address : 1014 Darby Road, Havertown, PA 19	9083
Municipal Phone Number : 610-446-1000	Alternative Phone Number: 610-639-5991
E-mail Address : dburman@havtwp.org	
Municipal Hours of Operation :8 AM - 4 PM	
· · · · · · · · · · · · · · · · · · ·	
B - Application Description	
Location ( <i>intersection</i> ) : Lawrence Road SR 1016 and mid	dblock crossing at Lynnewood Elementary School
Traffic Control Device is : 🛛 NEW Traffic Signal	EXISTING Traffic Signal (Permit Number) :
Type of Device (select one)       Traffic Control Signal         (MUTCD Section 4D, 4)	E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System
Other :	

### Is Traffic Signal part of a system? : YES X NO If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Installation of Rectangular Flashing Beacons (RRFB's) at this mid-block location as part of the Vulnerable User Safety Contract, including ADA ramps.

Associated with Highway Occupancy Permit (HOP)?: The YES X NO If YES, HOP Application # :

C - Maintenance and Operation Information	

Municipal Personnel       X       Municipal Contractor       Municipal Personnel & Contractor         Other :	Maintenance and Operations are typically performed by? :			
Other :	Municipal Personnel	X Municipal Contractor	Municipal Personnel & Contractor	
	Other :			_

Maintenance and Operations Contact Name	: Stephanie Higgins McGough	Company/Organization :	Charles A. Higgins & Sons, I
Phone # : 610-566-3700	Alternative Phone #:484-266-99	31 E-mail : higgi	nselec25@verizon.net

 Alternative Phon	ie #	484-200

D - Attachments Listing		
X Municipal Resolution (required)	Location Map	Traffic Volumes / Pedestrian Volumes
Letter of Financial Commitment	Photographs	Turn Lane Analysis
Traffic Signal Permit	Straight Line Diagram	Turn Restriction Studies
Warrant Analysis	Capacity Analysis	Other :
Crash Analysis	Traffic Impact Study (TIS)	
Traffic Signal Study	Condition Diagram	

### Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

### E - Applicant (Municipal) Certification



Sheet 2 of 5 DEPARTMENT USE ONLY

Engineering District :

County :

Department Tracking # :

Initial Submission Date :

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- · Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5 )
- · Exhibit "B": Recordkeeping (Sheet 4 of 5)
- · Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5 )

Printed Municipal Contact Name : David R. Burman	<b>Date :</b> 9/9/2024
Signed By :	Witness or Attest :
Title of Signatory : Township Manager/Secretary	Title of Witness or Attester: Executive Assistant

### Exhibit "A":

Preventative and Response Maintenance Requirements



Sheet 3 of 5 DEPARTMENT USE ONLY

Engineering District :

County :

Department Tracking # :

Initial Submission Date :

### Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

### **Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

### FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

### **EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

### Response Maintenance Schedule

### KNOCKDOWNS

Support - Mast arm Support - Strain pole Span wire/tether wire Pedestal Cabinet Signal heads

### **EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.) Local controller Master controller Detector sensor - Loop - Magnetometer - Sonic - Magnetic - Pushbutton Detector amplifier Conflict monitor Flasher Time clock Load switch/relay Coordination unit Communication interface, mode Signal cable **Traffic Signal Communications Traffic Signal Systems** 

### **TYPE OF REPAIR PERMITTED**

Emergency or Final Emergency of Final Final Only Emergency or Final Emergency of Final Final Only

Final Only Emergency or Final Emergency or Final

Emergency or Final Emergency or Final Emergency or Final Emergency or Final Emergency or Final Final Only Final Only Emergency or Final Final Only Emergency or Final Emergency or Final Final Only Final Only Final Only Final Only Final Only Exhibit "B": Recordkeeping



Sheet 4 of 5 DEPARTMENT USE ONLY

Engineering District :

County :

Department Tracking # :

Initial Submission Date :

### Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

### FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

### FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

### FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

### Exhibit "C": Signal Maintenance Organization



Sheet 5 of 5 DEPARTMENT USE ONLY

Engineering District :

County :

Department Tracking # :

Initial Submission Date :

### Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

<u>**Traffic Engineer**</u> - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements** 

- 1. A thorough understanding of traffic signal design, installation and maintenance.
- 2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
- 3. An ability to supervise subordinate personnel effectively in the assignment of their work.
- 4. Possession of a college degree in engineering, which includes course work in traffic engineering.
- 5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements** 

- 1. Extensive training and troubleshooting skills in electronics and software.
- 2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
- 3. Ability to make design and modifications to implement or omit special functions.
- 4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
- 5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements** 

- 1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
- 2. Capability to diagnose a vehicle loop failure and initiate corrective action.
- 3. Ability to tune detector amplifiers.
- 4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
- 5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

#### Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

#### **Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

### Application Instructions



### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

#### **B** - Application Description

Location (intersection): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

**NEW** Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When

selecting this category this is the typical red/yellow/green and pedestrian signal indications

<u>Flashing Beacon</u>: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

<u>School Warning System</u>: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system ?: Check off the appropriate box, either YES or NO. If YES, please fill in the System Number (if applicable): line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal. **Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel

or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

### **D** - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

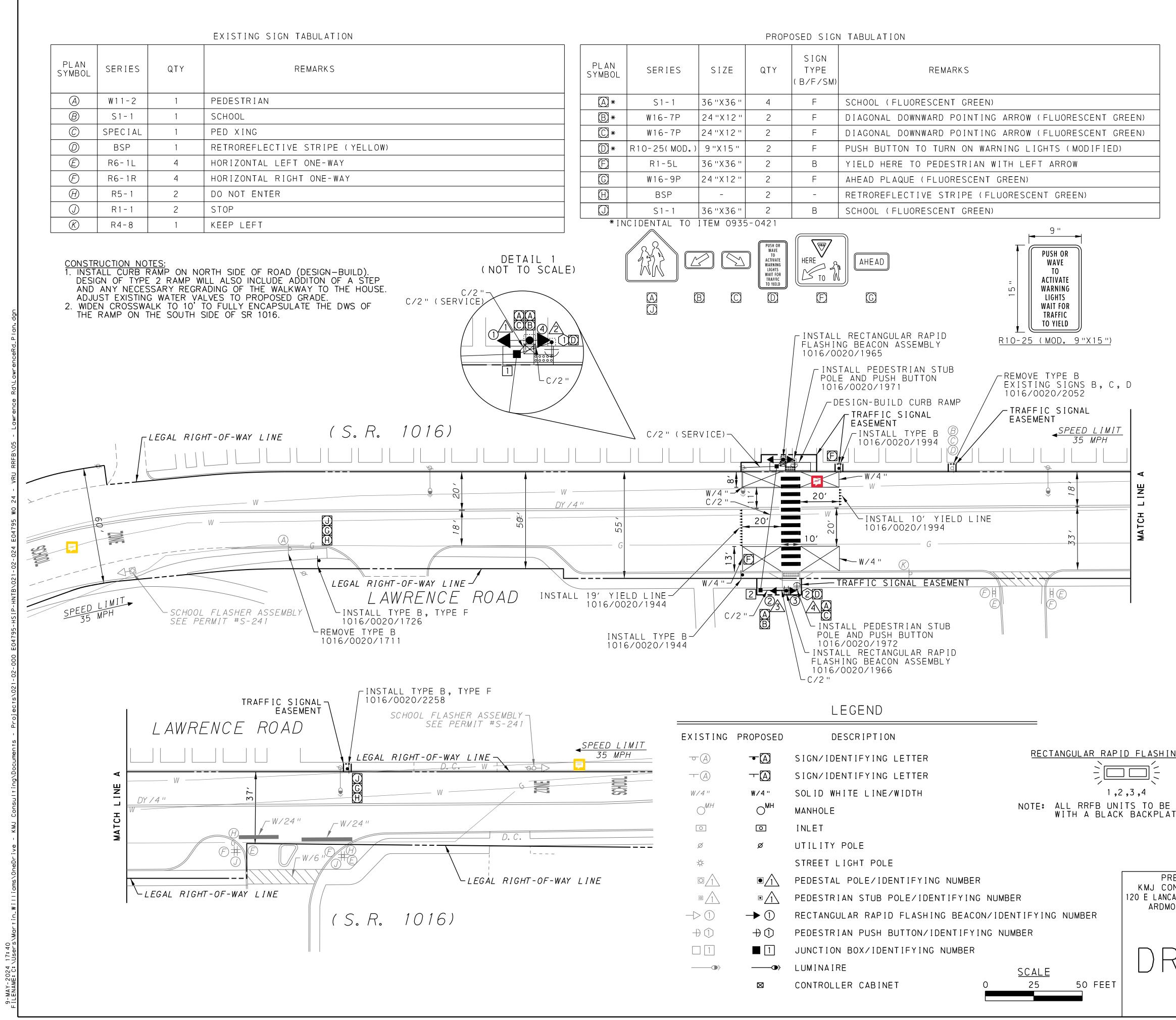
Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

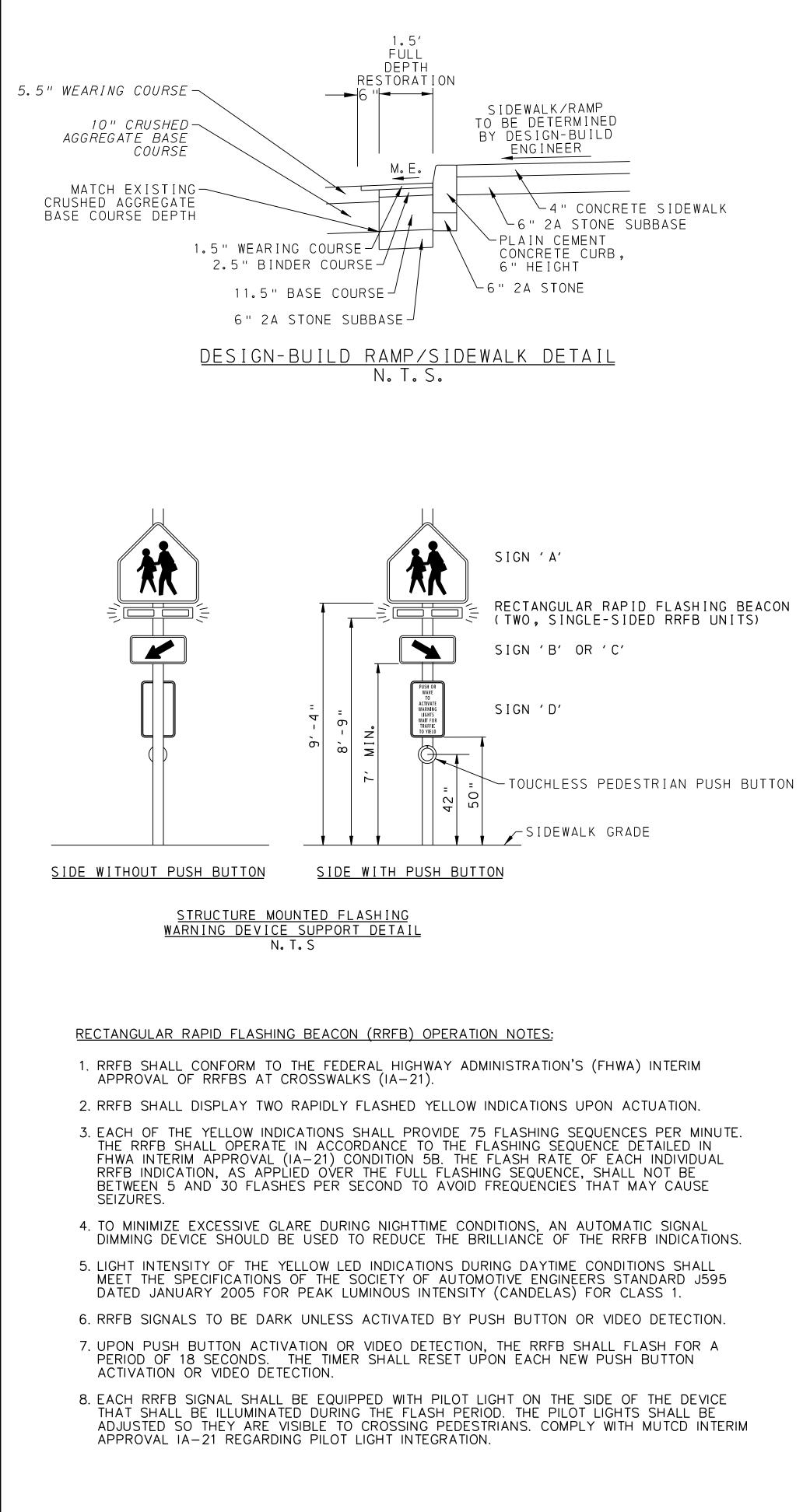
Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

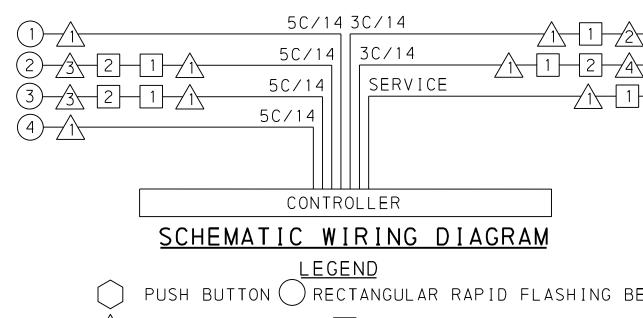


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QUANTITY	I TEM NUMBER UN I T	DESCRIPTION	QUANTITY	I TEM NUMBER UN I T	DESCRIPTION
6	0203 0001 CY	CLASS 1 EXCAVATION	4	4935 0421 EACH	RECTANGULAR RAPID FLASHING ASSEMBLY WITH ACCESSIBLE PE SIGNAL (SINGLE SIDED), WAVE
55	0203 0006 LF	SAW CUTTING	2	0951 4014 EACH	TRAFFIC SIGNAL SUPPORT, 14'
3	0313 0437 TON	SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX	2	0951 4022 EACH	PEDESTRIAN STUB POLE, TYPE
15	0350 0106 SY	SUBBASE 6" DEPTH (NO.2A)	169	0954 0012 LF	2 INCH CONDUIT
5	0413 0245 SY	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-H	37	0954 0151 LF	TRENCH AND BACKFILL, TYPE I
4	0413 6045 SY	SUPERPAVE ASPHALT MIXTURE DESIGN, BINDER COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 19.0 MM MIX, 2 1/2" DEPTH	40	0954 0152 LF	TRENCH AND BACKFILL, TYPE I
3	0606 01 😡 SET	GRADE ADJUSTMENT OF EXISTING WATER VALVES	52	0954 0153 LF	TRENCH AND BACKFILL, TYPE I
21	0630 0031 LF	PLAIN CEMENT CONCRETE CURB, 6" HEIGHT	2	0954 0013 EACT	JUNCTION BOX, JB-27
10	0676 0001 SY	CEMENT CONCRETE SIDEWALK	1	0954 0403 EACH	ELECTRICAL SERVICE, TYPE C
EITHER 8	0695 0002 SF	DETECTABLE WARNING SURFACE, CAST IRON	303	0960 0001 LF	4" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS
OR 8	0695 0003 SF	DETECTABLE WARNING SURFACE, POLYMER Concrete	120	0960 0021 LF	24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS
OR 8	0695 0004 SF	DETECTABLE WARNING SURFACE, POLYMER COMPOSITE	29	0960 0225	WHITE HOT THERMOPLASTIC LEC "YIELD LINE", 12"X18" TRIAN (MIN 6 TRIANGLES PER LINE)
32	0931 0001 SF	POST MOUNTED SIGNS, TYPE B	2	0971 0001 EACH	REMOVE POST MOUNTED SIGNS,
4	0936 021 SF	POST MOUNTED SIGNS, TYPE F	1	9694 6002 EACH	DESIGN OF CONCRETE CURB RAN DISTRICT 6

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NOTE: WIRING IS INDICENTAL TO ITEM 4935-0421

SIGNAL SUPPORT JUNCTION BOX

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FLASHER SHALL BE EQUIPPED WITH ACCESSIBLE PEDESTRIAN SIGNALS (APS) WITH THE FOLLOWING FEATURES:

- 1. ADA COMPLIANT PUSHBUTTON WITH CONFIRMATION LED INDICATOR AND TONE.
- 2. A TACTILE DIRECTIONAL ARROW ALIGNED PARALLEL TO THE CROSSING.
- 3. A PUSHBUTTON LOCATOR TONE. THE LOCATOR TONE SHALL HAVE A DURATION OF 0.15 SECONDS AND REPEAT AT 1 SECOND INTERVALS, SHALL BE INTENSITY RESPONSIVE TO AMBIENT SOUND, AND AUDIBLE 6 TO 12 FEET FROM THE PUSHBUTTON.
- 4. WHEN THE FLASH PERIOD STARTS THE PEDESTRIAN PUSHBUTTON UNIT SHALL BEGIN THE SPEECH MESSAGE "YELLOW LIGHTS ARE FLASHING, WAIT FOR VEHICLES TO YIELD. YELLOW LIGHTS ARE FLASHING, WAIT FOR VEHICLES TO YIELD".

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Preliminary / Final Land Development

### HAVERFORD TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

Resolution for approval for revisions to recorded plans for Llandillo Road Development Partners, llc for the minor subdivision and development of 5 Llandillo Road into 13 apartments, Havertown

Whereas, the Board of Commissioners approved the Preliminary/Final Minor Subdivision and Land Development Plans for Llandillo Road Development Partners, LLC (the "Developer") on September 10, 2015 via Resolution 1992-2015; and,

Whereas, the Developer has submitted "Preliminary/Final Land Development Plans for Llandillo Road Development Partners (nine sheets) dated January 4, 2019, last revised June 14, 2023 (sheets 2 of 9 and 3 of 9 were missing), supplemented with the Cover Sheet and Existing Condition/Demolition and Erosion and Sedimentation Plan provided electronically (the "Amended Plan"); and,

Whereas, alterations of modifications of a final plan may be approved only after written acceptance by the Township Engineer and written approval of the Board of Commissioners, per §160-11 of the Township's Subdivision & Land Development Ordinance; and,

Whereas, the Township Engineer has issued a review letter dated July 10, 2024, accepting the Amended Plan.

Now, therefore be it resolved by the Board of Commissioners of the Township of Haverford that the Amended Plan is Approved; subject to the following conditions:

A. Conditions of Plan Approval.

- 1. The Developer shall ensure that the Amended Plan addresses any outstanding comments in the July 10, 2024 review letter prepared by Pennoni Associates.
- 2. Prior to the recording the Amended Plan, the Developer shall complete all required improvements as indicated on the Amended Plan, to include any outstanding items remaining from the Township Engineer's letter dated July 15, 2022.
- 3. The conditions of this Resolution shall be satisfied, and all remaining Township fees, including review and recording costs and fees, Township Engineering fees, and Township legal fees, and any other professional fees associated with the review and approval of the

Preliminary / Final Land Development

application, Record Plan and Amended Plan shall be paid in full before the Amended Plan is recorded, and before any rental licenses may be issued by the Township for this Property.

Preliminary / Final Land Development

This Resolution shall bind the Applicant, and the Applicant's successors and assigns. This Resolution does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plan. Furthermore, this Resolution, and the approvals/waiver and conditions contained herein, shall be rescinded automatically and deemed denied upon Applicant's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant's signature below.

Resolved and Approved this 12th day of August, 2024.

Township of Haverford

By: C. Lawrence Holmes President

Attest: David R. Burman Township Manager Preliminary / Final Land Development

### ACCEPTANCE OF CONDITIONS:

### APPLICANT and LANDOWNER

I, \_\_\_\_\_, being the authorized representative for the Applicant and Landowner, Llandillo Road Development Partners, LLC do hereby acknowledge and accept the approval for the Plan issued by the Haverford Township Board of Commissioners and accept the conditions of approval contained therein, including the conditions impacting the Property. By signing this Resolution, the Applicant/Landowner is signifying acceptance of the conditions of approval contained herein and the conditions established for the Property.

APPLICANT and LANDOWNER: Llandillo Road Development Partners, LLC

Ву: \_\_\_\_\_

Print:	

Date: \_\_\_\_\_

WITNESS:

Name:\_\_\_\_\_

Date: \_\_\_\_\_

### Resolution No. 2396-2024 Preliminary / Final Land Development

HAVERFORD TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

RESOLUTION FOR PRELIMINARY/FINAL LAND DEVELOPMENT PLAN APPROVAL FOR THE HAVERFORD SCHOOL DISTRICT FOR A BUILDING ADDITION AT THE HAVERFORD MIDDLE SCHOOL AT 1701 DARBY ROAD, HAVERTOWN

WHEREAS, Act 247 of 1968, the Pennsylvania Municipalities Planning Code, empowers the Haverford Township Board of Commissioners to regulate subdivisions and land developments within the Township; and

WHEREAS, Haverford Township desires orderly and appropriate land use and development to protect the health, safety, and welfare of residents; and

WHEREAS, Haverford Township School District ("Applicant") desires to develop the Haverford Middle School located at 1701 Darby Road, Havertown, PA, Delaware County, known as D.C. Folio No. 22-07-00337-00 ("Property") to add 2,500 square feet of building addition, and related stormwater management infrastructure ("Project"). The Property is zoned INS Institutional District and is located in the 7<sup>th</sup> Ward.

WHEREAS, the Preliminary / Final Land Development plan submitted for the Project was prepared by K&W Engineers, Harrisburg, PA, latest plan revision dated August 1, 2024 ("Plan"); and

WHEREAS, the Planning Commission of Haverford Township, at the public meeting of Thursday, August 8, 2024, voted to recommend approval of the Plan subject to the comments contained within the July 25, 2024 review letter prepared by Pennoni Associates; and

WHEREAS, said Plan has been submitted to the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code 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 that the Plan is APPROVED subject to the following conditions:

A. Conditions of Plan Approval.

Preliminary / Final Land Development

- The Applicant must ensure that the Plan address any outstanding comments in the July 25, 2024 civil engineer review letter prepared by Pennoni Associates. Further, the Applicant shall comply with future review letters related to future Plan revisions made in response to prior comments to the reasonable satisfaction of the Township Engineer.
- 2. A subsequent recordable final plan shall be submitted for internal Township review that addresses all Township review letter requests, further Plan details and clarifications, or revisions based upon the terms of this Resolution.
- 3. Applicant must comply with any applicable requirements of the Delaware County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation (including, but not limited to, obtaining any necessary Highway Occupancy Permits and Signal Permits required by PennDot), United States Environmental Protection Agency, or any other necessary outside agency, and obtain any necessary planning modules, approvals, or permits from such agencies, or enter into any required agreements such agencies require, before the Plan is recorded.
- 4. Pursuant to Section 78-51 of the Township Code, Applicant shall pay the required contribution to the Township Stormwater BMP Operation and Maintenance Fund in the amount calculated by the Township Engineer.
- 5. The conditions of this Resolution must be satisfied, and all fees and costs set forth in this Resolution shall be paid, before the issuance of a building permit for the Project.
- 6. Applicant must complete and record all required easements and/or maintenance agreements or declarations, including, but not limited to, a stormwater management facilities operation and maintenance agreement (requiring, in part, perpetual maintenance of all stormwater management facilities installed according to the Plan by the landowner of the Property) in forms reasonably satisfactory to the Township Engineer and Township Solicitor prior to recording the Plan. Applicant will provide all necessary legal descriptions for any necessary easements.
- 7. Prior to recording the Plan, the Applicant shall execute a Land Development and Financial Security Agreement to guarantee the installation of all public improvements associated with the Project ("Improvements") on a form drafted by the Township Solicitor. Financial Security shall take the form of a cash escrow held by the Township, an irrevocable standby letter of credit in a form acceptable to the Township Solicitor, or a tri-party agreement in a form acceptable to the Township Solicitor. If Applicant were to post financial security in the form of a bond, the Township Solicitor shall have the unconditional right to review the

Preliminary / Final Land Development

bond and must approve the conditions and language of the bond. Further, the bond shall be issued by a "AAA" rate surety, or its equivalent, qualified to do business in Pennsylvania, and shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and if payment is not made, that the bonding company shall be responsible for reasonable attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve (12%) percent, for so long as the bond remains unpaid. A bond or letter of credit is required to automatically renew annually until the Improvements detailed on the Plans are completed, any maintenance periods have passed, and the final release is issued by the Township, subject to partial releases being permitted in accordance with Pennsylvania Municipalities Planning Code. To ensure automatic renewal, a bond or letter of credit shall include a 90-day Evergreen Clause in a form acceptable to the Township Solicitor.

- 8. Financial security shall be posted in the amount of 110% of the total cost of the Improvements. The Applicant agrees that the Improvements shall include, but shall not be limited to, streets, parking areas, striping, drive aisles, curbs, water mains, sanitary sewer pipes, manholes and appurtenances thereto, stormwater facilities, rain gardens and appurtenances, grading, erosion and sediment controls, public lighting, required trees, shrubs, plantings and landscape buffering, monuments, pins, sidewalks, or other public improvements designated by the Township Engineer. For a period not less than 18 months after Township Engineer approval of the Improvements, financial security shall remain posted in the amount of 15% of the total cost of the Improvements that are to be dedicated to the Township, if any.
- 9. All outstanding Township fees, including review and recording costs and fees, Township Engineering fees, and Township legal fees, and any other professional fees associated with the review and approval of the application and Plan shall be paid in full before the Plan is recorded, in accordance with the Pennsylvania Municipalities Planning Code.
- 10. Prior to recording the Plan, and in addition to the financial security posted for the Project, Applicant shall deposit with the Township or otherwise establish a reasonable sum of monies with the Township, in an amount to be reasonably determined by the Township Engineer, as to be further described in the Land Development and Financial Security Agreement, for the reimbursement of the Township's reasonable engineering, inspection, legal, and related administrative costs and expenses related to the further reviews, inspections, and development of the Project, in accordance with the Pennsylvania Municipalities Planning Code.

Preliminary / Final Land Development

- 11. A note shall be included on the Plan listing any waivers granted by the Board of Commissioners.
- 12. A note shall be included on the Plan listing the zoning relief granted by the Zoning Hearing Board at their meeting on July 18, 2024.
- 13. The terms and conditions of this Resolution shall run with the land and shall apply to any assignee, transferee, or other successor in interest in the Property or the development of the Project. This Resolution or a memorandum of this Resolution may be recorded against the Property by the Township, or a subdivided portion of the Property, at the Township's sole discretion, to which the then-current landowner of the Property shall be deemed to have consented to such recording. Regardless of whether this Resolution is recorded, the Township shall have the right to enforce any violations of the conditions of this Resolution as a violation of the Township's Subdivision of Land Chapter and/or pursuant to Section 616.1 of the Pennsylvania Municipalities Planning Code.

B. Waivers. The Applicant has requested the following waivers from the Township's Subdivision of Land Chapter pursuant to a written waiver request. An indication that a waiver was granted reflects that the Township has determined that the Applicant has sufficiently established that the literal enforcement of the provision waived will exact undue hardship because of peculiar conditions pertaining to the land in question, and that the waiver is not contrary to the public interest or otherwise contrary to the purpose and intent of the Township Code, as demonstrated and explained by appearances of the Applicant before the Board at public meetings and through the waiver request letter(s) submitted. A lack of indication of the decision on the waiver after the Township has executed this Resolution shall be interpreted to mean that the waiver was granted, unless the minutes of the associated Township meeting reflect otherwise:

1. From Section 160-3.B to request a waiver to submit a final plan simultaneously with a final plan. The waiver is hereby:

Granted \_\_\_\_\_ Denied \_\_\_\_\_

2. From Section 160-4.E(5)[b] to not provided the required plan details within 2,000 feet of the site. The waiver is hereby:

Granted \_\_\_\_\_ Denied \_\_\_\_

3. From Section 160-4.E(5)[e](3)to not provide the required plan details within 200 feet of the site. The waiver is hereby:

Preliminary / Final Land Development

Granted \_\_\_\_\_ Denied \_\_\_\_\_

4. From Section 160-4.E(5)[e](4) to not provide the required plan details within 400 feet of the site. The waiver is hereby:

Granted \_\_\_\_\_ Denied \_\_\_\_\_

5. From §160-4.E(5)[e](4) regarding the requirement to indicate all storm drainage, sanitary sewer and public water supply lines of facilities within 400 feet of the site.

Granted \_\_\_\_\_ Denied \_\_\_\_\_

6. From §160-4.E(5)[e](1) regarding the requirement for a physical survey of the parcel to be developed showing all courses in minutes, seconds and degrees, distances to the nearest hundredth of a foot, physical area, monuments, existing easements, and rights-of-way.

Granted \_\_\_\_\_ Denied \_\_\_\_

This Resolution shall bind the Applicant, and the Applicant's successors and assigns. This Resolution does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plan. Furthermore, this Resolution, and the approvals/waiver and conditions contained herein, shall be rescinded automatically and deemed denied upon Applicant's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant's signature below.

Resolved and Approved this 12th day of August, 2024.

Preliminary / Final Land Development

Township of Haverford

By: C. Lawrence Holmes President

Attest: David R. Burman Township Manager

### ACCEPTANCE OF CONDITIONS:

### APPLICANT and LANDOWNER

I, \_\_\_\_\_, being the authorized representative for the Applicant and Landowner, Haverford Township School District, do hereby acknowledge and accept the approval for the Plan issued by the Haverford Township Board of Commissioners and accept the conditions of approval contained therein, including the conditions impacting the Property. By signing this Resolution, the Applicant/Landowner is signifying acceptance of the conditions of approval contained the conditions established for the Property.

APPLICANT and LANDOWNER: Haverford Township School District

Ву: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

Name:
-------

Date: \_\_\_\_\_



Manager 610-446-1000 ext. 2208

Human Resources 610-446-1000 ext. 2233

TOWNSHIP OF

# HAVERFORD

DELAWARE COUNTY 1014 DARBY ROAD HAVERTOWN, PA 19083-2551 (610) 446-1000 LARRY HOLMES, ESQ, PRESIDENT JUDY TROMBETTA, VICE PRESIDENT DAVID R. BURMAN, TWP MANAGER/SECRETARY AIMEE CUTHBERTSON, ASS'T TWP. MANAGER JOHN F. WALKO, ESQ., SOLICITOR PENNONI ASSOCIATES INC., ENGINEER

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

HAVTT 30255

July 25, 2024

Jaime Jilozian, Director of Community Development Haverford Township 1014 Darby Road Havertown, PA 19083-2251

### RE: Preliminary/Final Land Development Plan Haverford Middle School- 1701 Darby Road- 2<sup>nd</sup> Review

Dear Ms. Jilozian:

As requested, we have reviewed the following information prepared by K&W Engineers submitted for the referenced project:

- "Preliminary/Final Land Development Plan" (eight sheets) dated May 9,2024, last revised July 15, 2024.
- *"Post-Construction Stormwater Management Narrative and Calculations"* dated May 9, 2024, last revised July 16, 2024.
- Supporting documentation

The applicant, the School District of Haverford Township, proposes to construct a building addition at the referenced property. One (1) subsurface stormwater management system is proposed for stormwater management. The property is located within the INS-Institutional Zoning District and is serviced by public water and sanitary sewer. It is our understanding that no increase in the number of students or staff is associated with this application.

The applicant is requesting the following waivers:

- From §160-3.B regarding the requirement for preliminary plan submission.
- From §160-4.E(5)[b] regarding the requirements to indicate property lines, other subdivisions or land developments, and zoning boundaries within 2,000 feet of the site.
- From §160-4.E(5)[e](3) regarding the requirement to show the location, names and widths of streets, curbs and pavement, all property lines and names of owners of tracts or parcels located within 200 feet of the site.
- From §160-4.E(5)[e](4) regarding the requirement to indicate all storm drainage, sanitary sewer and public water supply lines of facilities within 400 feet of the site.
- From §§160-4.E(5)[e](1) regarding the requirement for a physical survey of the parcel to be developed showing all
  courses in minutes, seconds and degrees, distances to the nearest hundredth of a foot, physical area, monuments,
  existing easements, and rights-of-way.

### A HOME RULE MUNICIPALITY

The applicant is requesting the following zoning relief:

- From §182-602.C(3) regarding the requirement of maximum building coverage in the institutional zoning district.
- From §182-602.C(8) regarding the requirement of maximum impervious coverage ratio in the institutional zoning district.
- From §108-707.B regarding the requirement of minimum parking as 1 space for each 1,000 sf of gross floor area.

We offer the following comments:

### ZONING

1. The zoning data table indicates a decrease in impervious coverage. Impervious areas proposed to be removed should be identified on the plan. Addressed.

### SUBDIVISION AND LAND DEVELOPMENT

- 2. A physical survey of the parcel to be developed showing all courses in minutes, seconds and degrees, distances to the nearest hundredth of a foot, physical area, monuments, existing easements, and rights-of-way are to be provided on the plan, or a waiver requested. (§160-4.E(5)[e](1)) The applicant has requested a waiver from this requirement.
- 3. Contours of the entire tract area to be provided, or a waiver requested. (§160-4.E(5)[e](2)) Addressed.
- 4. A site plan indicating required setbacks should be provided, or a waiver requested. (§160-4.E(5)[g](9)) Addressed.

### STORMWATER MANAGEMENT

- The Infiltration Testing Analysis section (Appendix F) of the Soil report does not recommend stormwater be infiltrated in the area of the proposed Subsurface MRC facility. Please clarify what measures have been taken to address the issues indicated in the report. Addressed. The proposed MRC facility has been removed from the stormwater management design.
- 6. The outlet for the proposed stormwater facility is indicated as connecting to an existing 6-inch roof drain pipe. Additional information should be provided regarding the pipe, including the integrity, capacity, and the ultimate discharge location, and any other areas that contribute flow to this pipe. Also, please clarify whether this pipe is being replaced under the proposed building addition. Lastly, there appears to be no elevation or depths of the existing roof drain pipe. It is unclear if this facility can be installed at the proposed elevations. **The applicant has indicated this information will be provided once a field examination is completed.**
- 7. The water quality calculation in accordance with §78-35 is required. The water quality calculation should be calculated to consider the percentage of impervious within the entire limit of disturbance.
- 8. The extent of post-development drainage area 1B should be clearly delineated on the drainage area map. (§78-25.D(3)) Addressed.
- 9. A detail for the outlet structure for the proposed MRC facility should be provided. (§78-25.D(3)) Addresed.
- 10. The invert elevation indicated in the stormwater report for the primary outlet device for the proposed infiltration facility outlet structure is inconsistent with the detail provided on the plan. (§78-25.D(3)) Addressed.

- 11. It is unclear which infiltration tests are associated with "TP-2". Please clarify. (§78-25.D(3))
- 12. Areas proposed for infiltration are to be protected from compaction during construction. It is unclear how this will be accomplished given the given the basin is under the only access route to/from the proposed building. (§78-32.E(1)) Addressed.
- 13. Pre-treatment is required prior to discharge to the proposed stormwater management facilities. (§78-30.K)
- 14. Verify no new utilities services will be required for the addition. ((§78-25.B(50)) Addressed
- 15. Compost filter sock should be provided to minimize sediment leaving the site. (§78-25.B(20)) Partially addressed. It appears some level of controls will be need for access to/from the proposed addition area.

### **GENERAL**

- 16. The sequence of construction should clearly indicate when the stormwater management facility is to be installed. **Addressed.**
- 17. Please indicate on the plans anticipated staging/access areas to be utilized for this construction and the associated limit of disturbance. **Addressed.**
- 18. Additional detail should be provided regarding restoration of disturbed areas. It is unclear if the disturbed area outside of the proposed building addition is intended to be paved or grass area. Addressed.
- 19. The height of the proposed building addition should be indicated on the plan. Addressed.
- 20. If approved, a Grading, Drainage, Soil Erosion and Sedimentation Control Permit will be required.
- 21. A BMP Maintenance Agreement shall be executed and a contribution to the Township Stormwater Control and BMP Operation and Maintenance Fund shall be made (§78-49; §78-51).

The following comments are based on the most recent submission:

- 22. Calculations should be provided to confirm that the required infiltration volume is accommodated below the lowest outlet orifice.
- 23. The 5' x 4' catch basin is proposed as a rate control structure. The applicant should confirm that adequate capacity is available to accommodate all existing/proposed flows without surcharging existing/proposed conveyance systems.

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

Sincerely,

PENNONI

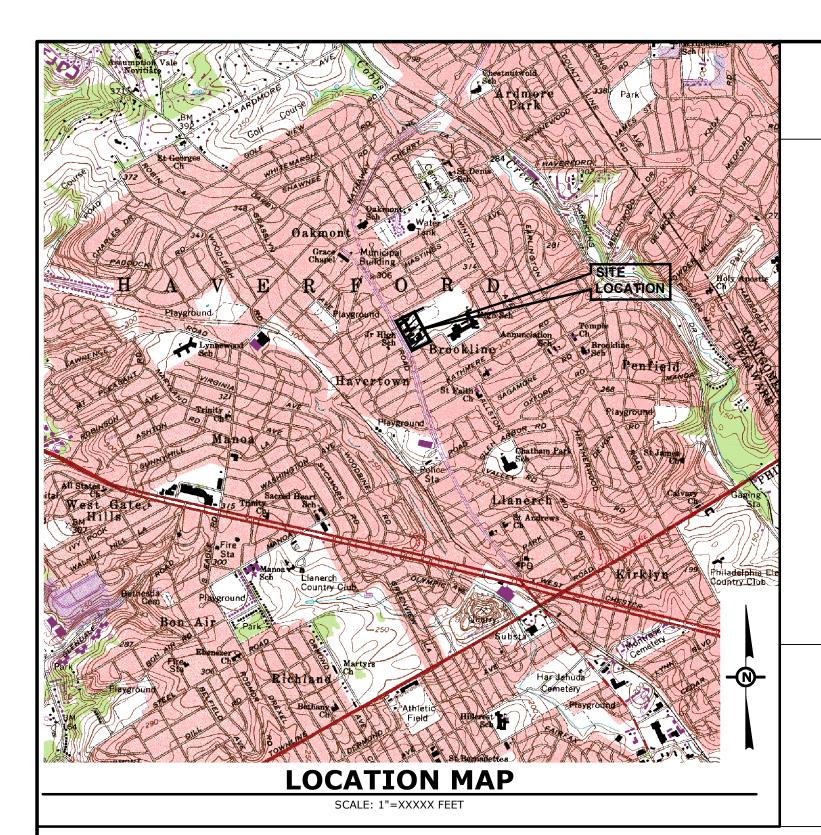
Charles Faulhin

Charles Faulkner, PE Senior Engineer

CF/brg

cc: Carolyn DuBois, RLA, K&W Engineers (via email)
 Maureen Reusche, Haverford Township School District (via email)
 Ken Matthews, C.B. Development Services (via email)

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# LANDOWNER / APPLICANT

HAVERFORD TOWNSHIP SCHOOL DISTRICT 400 ALLSTON ROAD HAVERTOWN, PA 1908 TELEPHONE: 610.853.5900 X7204 CONTACT: MAUREEN REUSCHE, Ed.D.

# PLAN PREPARER

KUROWSKI & WILSON, LLC 2201 NORTH FRONT STREET, SUITE 200 HARRISBURG, PA 17110 TELEPHONE: 717.635.2835 CONTACT: CAROLYN E. DUBOIS, R.L.A.

# SITE SURVEYOR

KUROWSKI & WILSON, LLC 2201 NORTH FRONT STREET, SUITE 200 HARRISBURG, PA 17110 TELEPHONE: 717 635 2835 CONTACT: DENNIS P. BURKHARD, P.L.S.

### WAIVER REQUESTS

THE FOLLOWING WAIVERS OF THE HAVERFORD TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE ARE REQUESTED BY THE APPLICANT: 160-3 B - PRELIMINARY PLAN

160-4.E.5.b - ZONING BOUNDARIES WITHIN 2000 FEET OF THE SITE. 160-4.E.5.e.1 - A PHYSICAL SURVEY OF THE PARCEL 160-4.E.5.e.3 - PUBLIC IMPROVEMENTS AND PROPERTY OWNER INFORMATION WITHIN 200 FEET OF THE SITE. 160-4.E.5.e.4 - PUBLIC UTILITIES WITHIN 400 FEET OF THE SITE.

# **ZONING VARIANCES**

THE FOLLOWING VARIANCES OF THE HAVERFORD TOWNSHIP ZONING ORDINANCE ARE REQUESTED BY THE APPLICANT: 182-602.C.3 - MAXIMUM BUILDING COVERAGE OF 20%

182-602.C.8 - MAXIMUM IMPERVIOUS COVERAGE RATIO OF 40% 108-707.B - MINIMUM PARKING REQUIREMENTS WHICH REQUIRE 1 SPACE FOR EACH 1,000 SF OF GROSS FLOOR AREA

# **ACT 287 UTILITY INFORMATION**

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF PENNSYLVANIA UNDERGROUND UTILITY LINE PROTECTION (UULP) LAW, PA ACT 287 OF 1974, AS AMENDED BY ACT 50 OF 2017 FOR NOTIFICATION OF UTILITIES BEFORE EXCAVATION IN CONTRACT AREA. THE UNDERGROUND UTILITIES LOCATION CALL NUMBER IS 1-800-242-1776 (or 811) PA ONE-CALL SERIAL NUMBER: 20233392262 (DESIGN TICKET)

PA ONE-CALL SERIAL NUMBER DATE: 12/19/2023 THE FOLLOWING UTILITY FACILITY OWNERS WERE NOTIFIED BY THE PA ONE-CALL SYSTEM, INC.

#### AOUA PENNSYLVANIA ADDRESS: 762 LANCASTER AVE BRYN MAWR, PA. 19010 CONTACT: THOMAS WADDY

TBWADDY@AQUAAMERICA PHONE: 610-525-1400 EXT. 521 HAVERFORD TOWNSHIP ADDRESS: 1014 DARBY RD HAVERTOWN, PA. 19083 CONTACT: DAN MARIANI dmariani@havtwp.or PHONE: 610-446-1000 EXT. COMCAST ADDRESS: 1250 HADDONFIELD-BERLIN RD

CHERRY HILL, NJ. 08034 CONTACT: WYATT PARRISH EMAIL: <u>WYATT\_PARRISH@CABLE.COMCAST.COM</u> PHONE: 484-368-439 PECO AN EXELON COMPANY C/O USIC ADDRESS: 450 S HENDERSON ROAD SUITE B

KING OF PRUSSIA, PA. 19406 CONTACT: NIKKIA SIMPKINS nikkiasimpkins@usicllc.com PHONE: 484-681-572 VERIZON BUSINESS FORMERLY MCI

ADDRESS: 7000 WESTON PKWY CARY, NC 2751 CONTACT: VICTOR WOOD

### EMAIL: VICTOR .S.WOOD@VERIZON.COM PHONE: 979-414-2782

### **DELAWARE COUNTY PLANNING COMMISSION**

THIS PLAN REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_ 20\_\_\_\_

CHAIRMAN

SECRETARY

# **RECORDER OF DEEDS**

THIS PLAN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR DELAWARE COUNTY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ INSTRUMENT NUMBER

# **ZONING DATA**

ZONING DISTRICT: (INS) INSTITUT			
PROPOSED USE: INSTITUTIONAL			
REQUIREMENT:	REQUIRED:	EXISTING:	PROPOSED:
MINIMUM LOT AREA:	2 ACRES	10.71 ACRES	10.71 ACRES
MINIMUM LOT WIDTH:	150 FEET	765 FEET	765 FEET
FRONT YARD SETBACK:	100 FEET	36 FEET	36 FEET
SIDE YARD SETBACK:	50 FEET EA.	40 FEET	40 FEET
REAR YARD SETBACK:	75 FEET	368 FEET	368 FEET
MAXIMUM BUILDING HEIGHT:	35 FEET	44 FEET	44 FEET
MAX. BUILDING COVERAGE	20%	21.6%	22.2%
MAX. IMPERVIOUS COVERAGE:	40%	67.7%	67.8%

### STTF DΔΤΔ

TAX PARCEL:	22070033700
DEED REF. / INSTRUMENT #:	BOOK K, NO. 3, PAGE 263
EXISTING LOT AREA:	10.71 ACRES, MEASURED
PROPOSED SEWAGE DISPOSAL:	PUBLIC
PROPOSED WATER SUPPLY:	PUBLIC

# **PARKING DATA**

PARKING REQUIRED: 1 SPACE / 1000 SF OF GROSS FLOOR AREA EXISTING BUILDING 243,780 SF / 1000 = 244 SPACES PROPOSED BUILDING 246,280 SF / 1000 = 247 SPACES REQUIRED EXISTING PARKING: 127 SPACES NO PARKING IS PROPOSED AS PART OF THIS PROJECT

# WETLANDS CERTIFICATION

BRADLY GOCHNAUE

HEREBY CERTIFY THAT THERE ARE NO WETLANDS IN THE AREA OF PROPOSED DEVELOPMENT ON THE SUBJECT PROPERTY. THE PROPOSED PROJECT WILL NOT IMPACT OFF-SITE WETLANDS, AND WETLAND FILL PERMITS ARE NOT REQUIRED FROM THE STATE OR FEDERAL GOVERNMENT.

# CERTIFICATE OF ACCURACY (PLAN)

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE LAND DEVELOPMENT PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT \_\_\_\_\_, 20\_\_\_\_\_

J. MARC KUROWSKI, P.E.

# **CERTIFICATE OF ACCURACY (SURVEY)**

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE BOUNDARY SURVEY SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT.

STORMWATER **CERTIFICATION OF ACCURACY** 

HEREBY CERTIFY THAT THE STORMWATER MANAGEMENT SITE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF HAVERFORD TOWNSHIP'S STORMWATER MANAGEMENT ORDINANCE

# **PRELIMINARY/FINAL LAND DEVELOPMENT PLAN ADDITION & RENOVATION** FOR HAVERFORD MIDDLE SCHOOL HAVERFORD TOWNSHIP, DELAWARE COUNTY PENNSYLVANIA

DENNIS P. BURKHARD, P.L.S.

# SHEET INDEX

OWNER(S)

OWNER(S)

PRESIDEN

2	SHEET INDEX		
LAND DEVELOPMENT PLANS			
	Sheet Number	Sheet Title	
	C-001	COVER SHEET	
	C-101	OVERALL EXISTING FEATURES PLAN	
	C-101.1	EXISTING FEATURES PLAN	
	C-102	DEMOLITION PLAN	
	C-103	OVERALL IMPROVEMENTS PLAN	
	C-103.1	IMPROVEMENTS PLAN	
	C-501	DETAILS	
	C-701	E&S PLAN	

# **CERTIFICATE OF OWNERSHIP**, **ACKNOWLEDGMENT OF PLAN**

OMMONWEALTH OF PENNSYLVANIA COUNTY OF DELAWARE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED.

### OWNER(S WHO BEING DULY SWORN ACCORDING TO LAW. DEPOSE AND SAY THAT THEY ARE THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAN AND THAT THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND DEED AND DESIRE THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW. WITNESS MY HAND AND NOTORIAL SEAL THE DAY AND THE DATE ABOVE WRITTEN

NOTARY PUBLIC MY COMMISSION EXPIRES IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED ARE THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAT AND THAT ALL STREETS OR PARTS THEREOF, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE.

# **TOWNSHIP ENGINEER**

THIS PLAN REVIEWED BY THE HAVERFORD TOWNSHIP ENGINEER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_ 20\_\_\_\_\_

# TOWNSHIP ENGINEER

# **TOWNSHIP BOARD OF** COMMISSIONERS

THIS PLAN APPROVED BY THE HAVERFORD TOWNSHIP BOARD OF COMMISSIONERS, AND ALL CONDITIONS IMPOSED WITH RESPECT TO SUCH APPROVAL WERE COMPLETED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_

SECRETAR

# **TOWNSHIP PLANNING COMMISSION**

THIS PLAN RECOMMENDED FOR APPROVAL BY THE HAVERFORD TOWNSHIP PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ CHAIRMAN SECRETARY

# **OWNER STORMWATER STATEMENT**

(OWNER) ACKNOWLEDGE THAT THE STORMWATER BMP'S SHOWN WITHIN THESE PLANS ARE PERMANENT FIXTURES THAT CANNOT BE ALTERED OR REMOVED WITHOUT PRIOR APPROVAL BY SUSOUEHANNA TOWNSHIP.

#### **GENERAL EROSION & SEDIMENT CONTROL NOTES** ALL FARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE I ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWINGS (STAMPED, SIGNED AND DATED BY THE REVIEWING AGENCY) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. THE REVIEWING AGENCY SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE REVIEWING AGENCY MAY REQUIRE A WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS AT LEAST 7 DAYS PRIOR TO STARTING ANY FARTH DISTURBANCE ACTIVITIES INCLUDING CLEARING AND GRUBBING HE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE MUNICIPAL FETCIALS THE F&S PLAN PREPARER THE PCSM PLAN PREPARER THE LICENSED PROFESSIONAL RESPONSIBLE FOR IVERSIGHT OF CRITICAL STAGES OF IMPLEMENTATION OF THE PCSM PLAN, AND A REPRESENTATIVE FROM THE LOCAL NSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA EVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE CATION OF EXISTING UNDERGROUND UTILITIES. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL CONSERVATION DISTRICT OR BY THE DEPARTMENT PRIOR TO IMPLEMENTATION. . AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION ROOTS AND OTHER OBJECTIONABLE MATERIAL 6. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPS SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN 7 AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN. 8. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION. THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT AND/OR THE REGIONAL OFFICE OF THE DEPARTMENT 9. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS. 10. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPS SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK INCLUDING CLEAN OUT REPAIR REPLACEMENT REGRADING. RESEEDING. REMULCHING AND RENETTING MUST BE PERFORMED IMMEDIATELY. IF THE E&S BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED. 11. ALL SITE INSPECTIONS WILL BE DOCUMENTED IN AN INSPECTION LOG KEPT FOR THIS PURPOSE. THE COMPLIANCE ACTIONS AND THE DATE, TIME, AND NAME OF THE PERSON CONDUCTING THE INSPECTION MUST BE NOTED IN THE LOG FOLLOWING EACH INSPECTION. THE INSPECTION LOG WILL ALWAYS BE KEPT ON THE SITE AND MADE AVAILABLE TO THE CONSERVATION DISTRICT UPON REQUEST 12. A LOG SHOWING DATES THAT E&S BMPS WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION. 13. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEPT INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER. 14. ALL SEDIMENT REMOVED FROM BMPS SHALL BE DISPOSED OF IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS. 15. AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES - 6 TO 12 INCHES ON COMPACTED SOILS - PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUTSLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL. 16. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES. 17. FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS 18. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.

STANDARDS OF THIS PLAN. 20. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE THE DEPARTMENT. THE GERMINATING SEASON 23. FAILURE TO CORRECTLY INSTALL E&S BMPS. FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE

MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION

29 SHOULD ANY MEASURES CONTAINED WITHIN THIS PLAN PROVE INCAPABLE OF ADEQUATELY REMOVING SEDIMENT FROM ON-SITE FLOWS PRIOR TO DISCHARGE OR STABILIZING THE SURFACES INVOLVED, ADDITIONAL MEASURES MUST BE IMMEDIATELY IMPLEMENTED BY THE APPLICANT TO ELIMINATE ALL SUCH PROBLEMS. 30. SHOULD UNFORESEEN EROSIVE CONDITIONS DEVELOP DURING CONSTRUCTION, THE CONTRACTOR SHALL ACT TO REMEDY SUCH CONDITIONS AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUNOFF AND/OR SEDIMENT DISPLACEMENT, STOCKPILES OF WOOD CHIPS, HAY BALES, CRUSHED STONE AND OTHER MULCHES SHALL BE HELD IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY PROBLEMS OF EROSION. 31 THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF APPENDIX 6-4 FROSION CONTROL RULES AND REGULATIONS TITLE 25 PART I DEPARTMENT OF ENVIRONMENTAL RESOURCES SUB-PART G

PROTECTION OF NATURAL. RESOURCES, ARTICLE III, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.

# FOR BMPs AND SWM FACILITIES

- AND CONFIRMATION OF THE CORRECT FINAL GRADING.
- HAVERFORD TOWNSHIP SCHOOL DISTRICT 400 ALLSTON ROAD, HAVERTOWN, PA 19083 CONTACT: TELEPHONE: 610-853-5900

19. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED. SEEDED AREAS WITHIN 50 FEET OF A SURFACE WATER, OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKETED ACCORDING TO THE

OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR. MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS 21. E&S BMPS SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR

22. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPS MUST BE REMOVED OR CONVERTED TO PERMANENT POST CONSTRUCTION STORMWATER MANAGEMENT BMPS. AREAS DISTURBED DURING REMOVAL OR CONVERSION OF THE BMPS SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID REVEGETATION OF DISTURBED AREAS. SUCH REMOVAL/CONVERSIONS ARE TO BE DONE ONLY DURING

CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPS MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES. UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN 24. CONCRETE WASH WATER SHALL BE HANDLED IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS. IN NO CASE SHALL IT BE ALLOWED TO ENTER ANY SURFACE WATERS OR GROUNDWATER SYSTEMS. 25. WHERE BMP'S ARE FOUND TO FAIL TO ALLEVIATE EROSION OR SEDIMENT POLLUTION, THE PERMITTEE OR CO-PERMITTEE SHALL INCLUDE THE FOLLOWING INFORMATION

25.1. THE LOCATION AND SEVERITY OF THE BMP'S FAILURE AND POLLUTION EVENTS. 25.2. ALL STEPS TAKEN TO REDUCE, ELIMINATE, AND PREVENT THE RECURRENCE OF THE NON-COMPLIANCE. 26. THE TIME FRAME TO CORRECT THE NON-COMPLIANT, INCLUDING THE EXACT DATES WHEN THE ACTIVITY WILL 27. STORM WATER INLETS MUST BE PROTECTED UNTIL THE TRIBUTARY ACRES ARE STABILIZED 28. UNLESS OTHERWISE NOTED, THE LIMITS OF GRADING SHALL BE CONSIDERED THE LIMITS OF DISTURBANCE.

1 THE PURPOSE OF THIS PROGRAM IS TO IDENTIFY THE OWNERSHIP AND MAINTENANCE ACTIVITIES ASSOCIATED WITH THE PROPOSED STRUCTURAL STORMWATER BMP'S THE SUBJECT SITE HAS BEEN DESIGNED SUCH THAT THE INCREASE IN STORMWATER VOLUME SHALL BE ATTENUATED BY AN MANAGED RELEASE CONCEPT (MRC) FACILITY. I ORDER TO MEET THE TOWNSHIP REOUIREMENTS THE ABOVE FACILITIES HAVE BEEN DESIGNED TO MITIGATE THE INCREASE IN STORMWATER RUNOFF VOLUME DURING THE 2 YEAR, 24 HOUR STORM EVENT.

2. A LICENSED PROFESSIONAL OR DESIGNEE SHALL BE PRESENT DURING THE CONSTRUCTION OF THE MRC. THE MRC SHOULD BE OBSERVED FOR CORRECT EXCAVATION DEPTHS AND AREAS. THE INSTALLATION OF THE ASSOCIATED COMPONENTS WHERE APPLICABLE (I.E. INLETS, OUTLET STRUCTURES, UNDERDRAIN, ETC.), THE INSTALLATION OF 3. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER FACILITIES AND BMP'S LOCATED OUTSIDE OF THE PUBLIC-RIGHT-OF-WAY. THESE FACILITIES INCLUDE BUT ARE NOT LIMITED TO THE

CONVEYANCE SYSTEMS AND MRC FACILITIES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR KEEPING THE FACILITIES FREE OF OBSTRUCTIONS. THE PROPERTY OWNER SHALL GRANT TO THE TOWNSHIP THE RIGHT TO ENTER ALL PARTS OF THE PROPERTY TO INSPECT ON SITE STORMWATER MANAGEMENT FACILITIES IN ORDER TO ENSURE THEY ARE BEING OPERATED AS INTENDED PER THE PROVIDED MAINTENANCE REQUIREMENTS THE PROPERTY OWNER SHALL FURTHER RECOGNIZE THAT IF SAID STORMWATER FACILITIES ARE NOT MAINTAINED IN ACCORDANCE WITH THE ABOVE, HAVERFORD TOWNSHIP HAS LEGAL RIGHT TO ACCESS THE PROPERTY, APPLY REQUIRED MAINTENANCE MEASURES TO SAID AREAS, AND ASSESS PENALTIES AND COSTS INVOLVED.

4. A BMP FAILURE CONSISTS OF THE BMP NOT FUNCTIONING AS PER THE DESIGN. FAILURES WOULD CONSIST OF, BUT IS NOT LIMITED TO, ANY BLOCKAGES TO CONVEYANCE SYSTEMS, OUTLET STRUCTURE CLOGGING/DISCONNECTION, ETC. THE PROPERTY OWNER SHALL MAKE THE NECESSARY REPAIRS TO THE FACILITY AS PER THE FINAL PCSM PLAN. 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE TOWNSHIPS CONSTRUCTION AND MATERIAL SPECIFICATIONS THE AFOREMENTIONED FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. MAUREEN REUSCHE

# **GENERAL NOTES**

THE PURPOSE OF THIS PLAN IS TO CONSTRUCT AN ADDITION FOR HAVERFORD MIDDLE SCHOOL THE EXISTING SITE FEATURES, TOPOGRAPHY AND PROPERTY BOUNDARY LINES SHOWN HEREON ARI OBTAINED FROM A DRAWING OF SURVEY INFORMATION PRODUCED BY KUROWSKI & WILSON, LL

- PUBLIC WATER TO BE PROVIDED BY AQUA PENNSYLVANIA PUBLIC SEWER TO BE PROVIDED BY HAVERFORD TOWNSH
- THE SITE DEVELOPMENT WILL COMPLY WITH ALL APPLICABLE T TIME OF THIS LAND DEVELOPMENT PLAN SUBMISSIO APPLICABLE HAVERFORD TOWNSHIP ORDINANCE ALL PERMANENT STORMWATER MANAGEMENT FACILITIES OUTSIDE OF THE PUBLIC RIGHT-OF-WAY SHALL
- OWNED OPERATED AND MAINTAINED BY THE PROPERTY OWNER ALL PERMANENT STORMWATER MANAGEMENT FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DEDICATED TO HAVERFORD
- HERE ARE NO EXISTING COVENANTS FOR THE SUBJECT TRAC THE DEVELOPER / CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A MINIMUM OF 48 HOURS NOTICE AN TO COORDINATE WITH THE TOWNSHIP / TOWNSHIP ENGINEER IN REGARDS TO ALL MUNICIPAL INSPECTION WORK REQUIRED ON THE PROJECT SITE

# **SEQUENCE OF CONSTRUCTION**

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED ANI IMMEDIATELY STABILIZED BEFORE ANY FOLLOWING STAGE IS INITIATED, CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED FROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES (BMPS) TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION. SCHEDULE SHALL INCLUDE REGULAR INSPECTION AND MAINTENANCE REQUIREMENTS INCLUDING ENGINEER'S PRESENCE AT SITE TO OBSERVE CONSTRUCTION AT CRITICAL STAGES AS INDICATED HEREIN. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO

- CONSTRUCTION OF STAGES. 1. AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES, THE LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENT CONTROL PLAN PREPARER, AND A REPRESENTATIVE OF THE DELAWARE COUNTY CONSERVATION DISTRICT TO AN ON-SITE PRE-CONSTRUCTIO
- 2. AT LEAST THREE (3) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES SHALL NOTIFY THE PENNSYLVANIA ONE CALL SYSTEM INCORPORATED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES. 3. CONTRACTOR SHALL CLEARLY MARK THE LIMIT OF DISTURBANCE AS SHOWN ON THE PLAN. ORANGE CONSTRUCTION FENCE OR WOODEN STAKES WITH FLAG TAPE ARE ADEQUATE FOR FIELD MARKING. ADDITIONALLY, CONTRACTOR SHALL CLEARLY MARK ALL WATERS OF THE COMMONWEALTH 4. CLEAR AND GRUB THE PORTIONS OF THE SITE AND DEMO ITEMS AS REQUIRED. STRIP TOPSOIL AND STOCKPILE AT THE TEMPORARY AREA
- PROVIDED, SURROUND WITH COMPOST FILTER SOCK AND SEED PER TEMPORARY SEEDING SPECIFICATIONS, FERTILIZE AND MULCH, BEGIN BULK EXCAVATION OF THE SITE TO THE REQUIRED GRADES AS SHOWN ON THE PLANS, ANY EXCAVATED SOIL MATERIAL REMOVED FROM THE SITE SHALL ONLY BE PLACED IN AN AREA THAT HAS AN APPROVED EROSION CONTROL PLAN. ENSURE SEDIMENT LADEN RUNOFF IS DIRECTED TO APPROPRIATE EROSION CONTROL BMP.
- CRITICAL STAGE: INSTALL UNDERGROUND INFILTRATION TRENCH (BMP 1). EXISTING SUBGRADE UNDER THE BED AREAS SHOULD NOT BE COMPACTED OR SUBJECT TO EXCESSIVE CONSTRUCTION EQUIPMENT TRAFFIC PRIOR TO GEOTEXTILE AND STONE BED PLACEMENT. 6.1. INSTALL CONSTRUCTION FENCING AROUND LOCATIONS OF BMP 1, AS SHOWN ON THE PLANS. WHERE EROSION OF SUBGRADE HAS CAUSED ACCUMULATION OF FINE MATERIALS AND/OR SURFACE PONDING, THIS MATERIAL 6.1.
- SHOULD BE REMOVED WITH LIGHT EQUIPMENT AND THE UNDERLYING SOILS SCARIFIED TO A MINIMUM DEPTH OF 6 INCHES WITH A YORK RAKE (OR EQUIVALENT) AND LIGHT TRACTOR. ALL FINE GRADING SHOULD BE DONE BY HAND. ALL BED BOTTOMS SHOULD BE AT LEVEL GRADE. INSTALL UPSTREAM AND DOWNSTREAM CONTROL STRUCTURES, CLEANOUTS, PERFORATED PIPING AND ALL OTHER NECESSARY STORMWATER STRUCTURES. GEOTEXTILE AND BED AGGREGATE SHOULD BE PLACED IMMEDIATELY AFTER APPROVAL OF SUBGRADE PREPARATION. GEOTEXTIL SHOULD BE PLACED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS AND RECOMMENDATIONS.
- CLEAN-WASHED, UNIFORMLY GRADED AGGREGATE SHOULD BE PLACED IN THE BED IN MAXIMUM 8-INCH LIFTS, EACH LAYER SHOULD BE LIGHTLY COMPACTED, WITH CONSTRUCTION EQUIPMENT KEPT OFF THE BED BOTTOM AS MUCH AS POSSIBLE. APPROVED SOIL MEDIA SHOULD BE PLACED OVER INFILTRATION TRENCH IN MAXIMUM 6-INCH LIFTS. 7. INSTALL STORMWATER COLLECTION AND CONVEYANCE FACILITIES BEGINNING AT THE DOWNSTREAM CONNECTIONS AND WORKING UPSTREAM. ALL STORM SEWER CONSTRUCTION INCLUDES TRENCHING, BACKFILLING, AND APPLYING FINAL STABILIZATION. ALL AREAS DRAINING TO STORMWATER COLLECTION, CONVEYANCE, AND MANAGEMENT FACILITIES SHALL BE IMMEDIATELY STABILIZED AND, IF NEEDED, TEMPORARY DIVERSION MEASURES UTILIZED TO MINIMIZE THE AMOUNT OF SEDIMENT REACHING THEM. INSTALL TEMPORARY INLET PROTECTION WHERE
- INDICATED ON THE PLAN. 8. UPON ACHIEVING FINAL ELEVATION IN THE PROPOSED BUILDING PAD AREA, EXCAVATE THE BUILDING FOOTERS. POUR CONCRETE FOR FOOTERS AND CONSTRUCT FOUNDATION WALL. WHEN CONDITIONS WARRANT, THE FOOTERS AND FOUNDATION WALLS MAY BE BACKFILLED. FILL MATERIAL SHALL BE FREE OF ROOTS, SOD, AND OTHER ORGANIC MATERIAL, FROZEN SOIL, STONES, AND DISCARDED CONSTRUCTION MATERIAL. THE FILL SHALL BE PLACED IN 8" LAYERS, WITH EACH LAYER BEING ROLLED AND COMPACTED PRIOR TO THE NEXT LAYER BEING PLACED. WHEN THE AREA REACHES THE PRESCRIBED ELEVATION, THE SUBBASE SHOULD BE THOROUGHLY ROLLED AND COMPACTED TO ELIMINATE ANY SOFT OR UNSETTLED AREAS.
- 9. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATORS SHALL CONTACT THE COUNTY CONSERVATION DISTRICT FOR AN INSPECTION PRIOR TO THE REMOVAL/CONVERSION OF THE E&S 10. THE CONTRACTOR SHALL REMOVE TEMPORARY INLET PROTECTION AND FLUSH ALL STORM SEWER PIPES AFTER THE SITE IS COMPLETELY STABILIZED. \* STABILIZATION- PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANEN
- NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS \*\*IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE, THE OPERATOR SHALL STABILIZE ANY AREAS DISTURBED BY THE ACTIVITIES. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE SPECIFIED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY VEGETATIVE STABILIZATION

### SPECIFICATIONS. DISTURBED AREAS WHICH ARE AT FINISHED GRADE OR WHICH WILL NOT BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS. **ENVIRONMENTAL DUE DILIGENCE** ENVIRONMENTAL DUE DILIGENCE MUST BE PERFORMED TO DETERMINE IF THE FILL MATERIALS ASSOCIATED WITH T

PROJECT QUALIFY AS CLEAN FILL. ENVIRONMENTAL DUE DILIGENCE IS DEFINED AS: INVESTIGATIVE TECHNIQUES INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATABASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL OUESTIONNAIRE TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OF AUDITS. ANALYTICAL TESTING IS NOT A EQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERT IDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF A REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE, IT MUST BE TESTED TO DETERMINE IF I OUALIFIES AS CLEAN FILL, TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF CLEAN FILL" THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 UST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING. ALL IMPERVIOUS SURFACES TO BE REMOVED ARE TO BE REMOVED FULL DEPTH, INCLUDING ANY STONE BASE SO AS TO

RECEIVE CREDIT AS A POST DEVELOPMENT CONDITION PERVIOUS SURFACE IN THE STORMWATER MANAGEMENT DESIGN.

4. AT THE CONCLUSION OF THE PROJECT, AND AS A PREREQUISITE FOR THE RELEASE OF THE FINANCIAL SECURITY, TH APPLICANT SHALL PROVIDE CERTIFICATION OF COMPLETION FROM THE ENGINEER, LANDSCAPE ARCHITECT, SURVEYOR OR OTHER QUALIFIED PERSONS VERIFYING THAT ALL PERMANENT SWM FACILITIES HAVE BEEN CONSTRUCTED ACCORDING TO THE PLANS AND SPECIFICATIONS AND APPROVED REVISIONS THERETO. MULCH SPECIFICATIONS

ON ALL DISTURBED AREAS WHICH DO NOT HAVE AN EROSION CONTROL BLANKET SPECIFIED FOR INSTALLATION, STRAW MULCH SHALL BE APPLIED AT THE RATE OF 3.0 TONS PER ACRE IMMEDIATELY AFTER SEEDING THE SURFACE. ON STEEP SLOPES OF 3:1 OR GREATER, MULCH SHALL BE ANCHORED THROUGH THE USE OF JUTE NETTING OR MIXING WITH ASPHALT AT THE RATE OF 100 GALLONS PER 3 TONS OF STRAW MULCH. SOIL AMENDMENTS SPECIFICATIONS

APPLY THE FOLLOWING SOIL SUPPLEMENTS PRIOR TO TEMPORARY AND PERMANENT SEEDING: PULVERIZED AGRICULTURAL LIMESTONE CONFORMING TO PENN D.O.T. FORM 408, SECTION 804, APPLIED AT A RATE OF 800 POUNDS PER 1 000 SOLIARE YARDS B) 10-20-20 ANALYSIS COMMERCIAL FERTILIZER CONFORMING TO PENN D.O.T. FORM 408, SECTION 804, APPLIED AT A RATE OF 140 POUNDS PER 1,000 SQUARE YARDS. 38-0-0 UREAFORM SLOW-RELEASE NITROGEN FERTILIZER CONFORMING TO PENN D.O.T. FORM 408, SECTION 804, APPLIED AT A RATE OF 50 POUNDS PER 1,000 SQUARE YARDS.

BE PLACED AT THE RATE OF 10 POUNDS PER 1000 SOLIARE YARDS TEMPORARY SEEDING SHALL BE APPLIED TO THOSE

AREAS THAT ARE A POTENTIAL EROSION PROBLEM DURING CONSTRUCTION AND TO THOSE AREAS EXPOSED FOR

LONGER THAN 20 CALENDAR DAYS. IF CONDITIONS DO NOT PERMIT TEMPORARY SEEDING, MULCHING SHALL BE

EMPLOYED. ADDITIONALLY, NITROGEN FERTILIZER (50-50-50) @ ONE (1) TON PER ACRE, AGRICULTURAL LIME @ ONE

(1) TON PER ACRE, AND STRAW MULCH @ THREE (3) TONS PER ACRE. STRAW MULCH SHALL BE APPLIED IN LONG

**SEED MIXTURES** EMPORARY SEED MIXIURE EMPORARY SEEDING SHALL CONSIST OF ANNUAL RYEGRASS (100 PERCENT BY WEIGHT), OR EQUIVALENT, AND SHALL

STRANDS, NOT CHOPPED OR FINELY BROKEN.

### PERMANENT SEED MIXTURE TURF TYPE TALL FESCUE SHALL BE APPLIED AT A RATE OF 21.0 POUNDS PER 1,000 SY. 80% MIN. GERMINATION; MIN. PURITY: 98%. (REFER TO THE SOIL AMENDMENT SPECIFICATIONS, AS DETAILED ABOVE WITHIN THE MULCH SPECIFICATIONS) **RECYCLING OR DISPOSAL OF MATERIALS**

FEDERAL REGULATIONS ASSOCIATED WITH THE DISPOSAL OF SUCH MATERIALS

ALL WASTE AND MATERIALS DEPOSITED IN AND REMOVED FROM POST-CONSTRUCTION STORMWA MANAGEMENT (PCSM) BMP FACILITIES AND FROM IMPERVIOUS AREAS (EX. SWEEPING OF STREETS & PARKING LOTS) DURING OPERATION AND MAINTENANCE SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET.SEQ., 271.1., AND 287.1 ET.SEQ. NO WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED 2. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED 3. ANTICIPATED CONSTRUCTION WASTE MAY INCLUDE TYPICAL BUILDING MATERIALS (I.E. LUMBER, DRYWALL, MASONRY, CARDBOARD AND PAPER, INSULATION, ASPHALT, ROOFING, PLASTIC AND VINYL, PAINTS, STAINS, SOLVENTS AND SEALANTS, (ETC.) 4. IT IS STRONGLY ENCOURAGED THAT SUCH RECOVERABLE WASTE MATERIALS BE SEPARATED AND APPROPRIATELY RECYCLED. NO POTENTIAL TOXIC OR HAZARDOUS WASTE IS KNOWN TO BE PRESENT ON SITE. IF ANY TOXIC OR HAZARDOUS WASTE IS ENCOUNTERED, THE CONTRACTOR SHALL FOLLOW ANY AND ALL APPLICABLE STATE OR

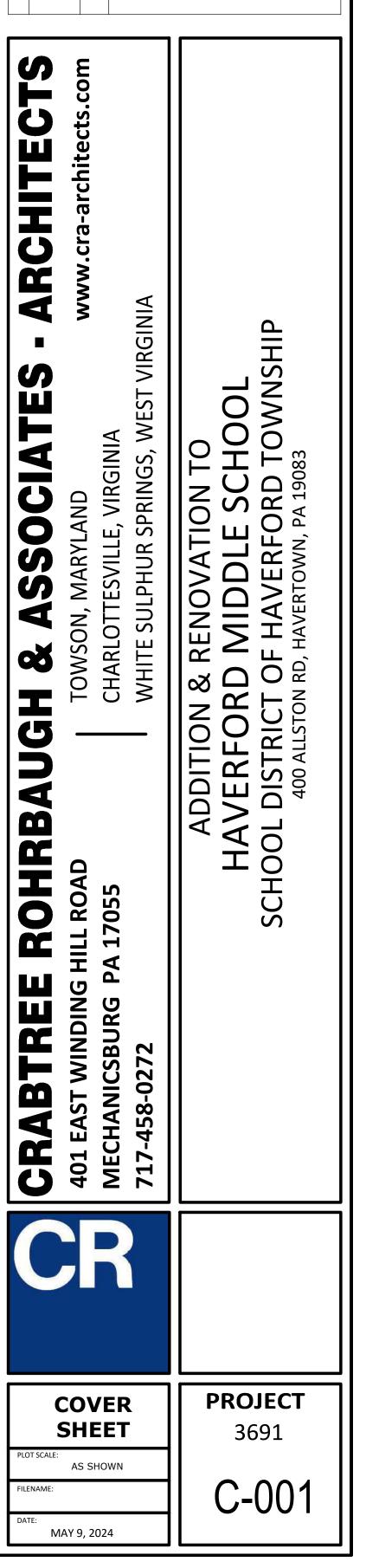


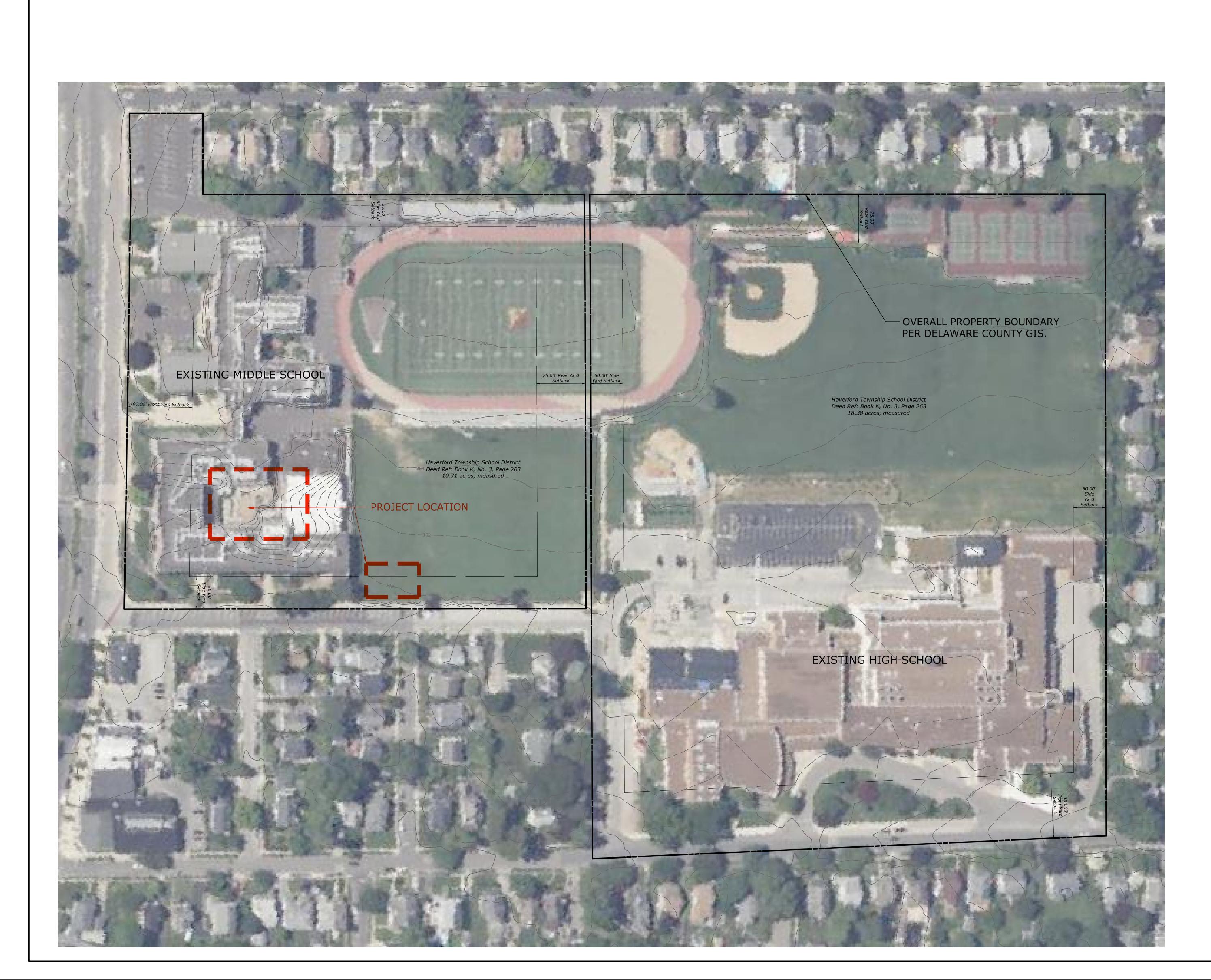
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ED STATES AND WILL BE SUBJECT TO LEGAL PROSECUTION

ABTREE ROHRBAUGH & ASSOCIATES INC 2023

REVISIONS IM-DD-YR NAME DESCRIPTION OF CHANGES 08/01/2024 RES REVISED PER COMMENT LETTE





## SURVEY NOTES

- THIS SURVEY WAS PERFORMED AND MAPPING PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.
   TOPOGRAPHIC INFORMATION SHOWN IS BASED ON A LIMITED FIELD SURVEY PERFORMED BY K&W ENGINEERS AND CONSULTANTS, COMPLETED IN MAY, 2024. CONTOURS BEYOND THE SURVEY LIMITS OBTAINED FROM PASDA.
- 3. PARCEL LINES SHOWN ARE BASED ON DELAWARE COUNTY GIS DATA, OBTAINED IN APRIL, 2024. NO BOUNDARY SURVEY WAS PERFORMED, AND PROPERTY LINES SHOWN DO NOT CONSTITUTE A BOUNDARY SURVEY.
- 4. CONTOURS AND ELEVATIONS ARE BASED ON NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 5. BEARINGS ARE BASED ON PENNSYLVANIA STATE PLANE COORDINATES, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
- UTILITY LOCATIONS ARE BASED ON SURFACE EVIDENCE AND LIMITED PA ONE-CALL MARKINGS EVIDENT AT THE TIME OF THE FIELD SURVEY. PA ONE-CALL SERIAL NO. 20233392262 WAS ASSIGNED FOR INNER COURTYARD AREA ON DECEMBER 5, 2023. AN UPDATED PA ONE-CALL SERIAL NO. 20241313097 WAS ASSIGNED ON MAY 10, 2024 FOR THE ENTIRE AREA SURVEYED.
   SOME UTILITIES AND UNDERGROUND PIPE LOCATIONS COULD
- 7. SOME UTILITIES AND UNDERGROUND PIPE LOCATIONS COULD NOT BE VERIFIED AND FURTHER INVESTIGATION IS REQUIRED. APPROXIMATE UTILITY AND PIPE LOCATIONS SHOWN ARE BASED ON SURFACE EVIDENCE AT THE TIME OF SURVEY. ITEMS WITH AN ASTERISK (\*) DENOTE INFORMATION DERIVED FROM PLANS TITLED "HAVERFORD MIDDLE SCHIOOL, ADDITIONS & RENOVATIONS", PREPARED BY AGOOS/LOVERA ARCHITECTS, DATED JULY 7, 2008, JOB NUMBER 0709.
- 8. THE SUBJECT PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR HAVERFORD TOWNSHIP, COMMUNITY PANEL NO. 420417, FIRM MAP NUMBER 42045C0106F, EFFECTIVE DATE NOVEMBER 18, 2009.





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 REVISIONS

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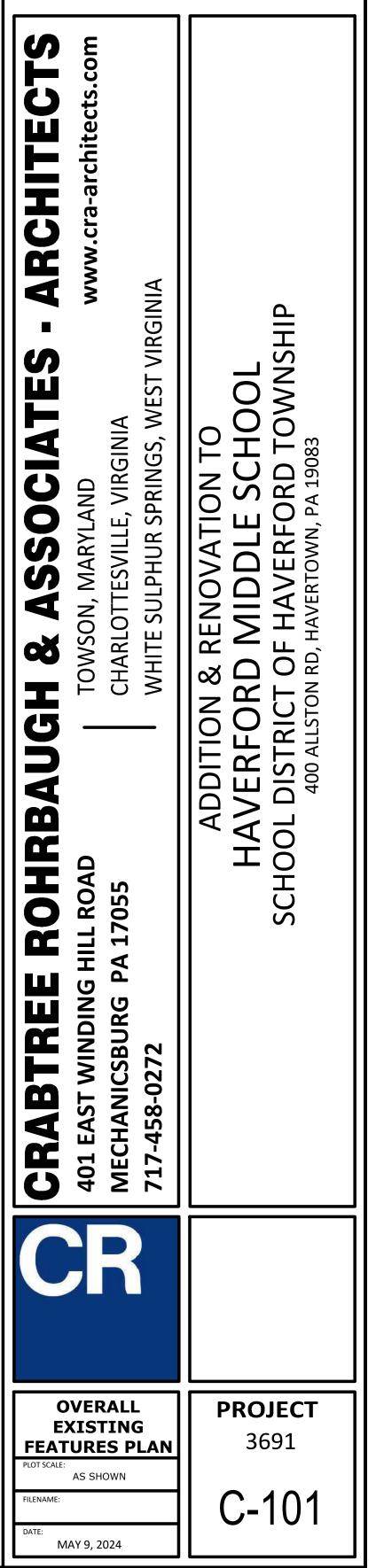
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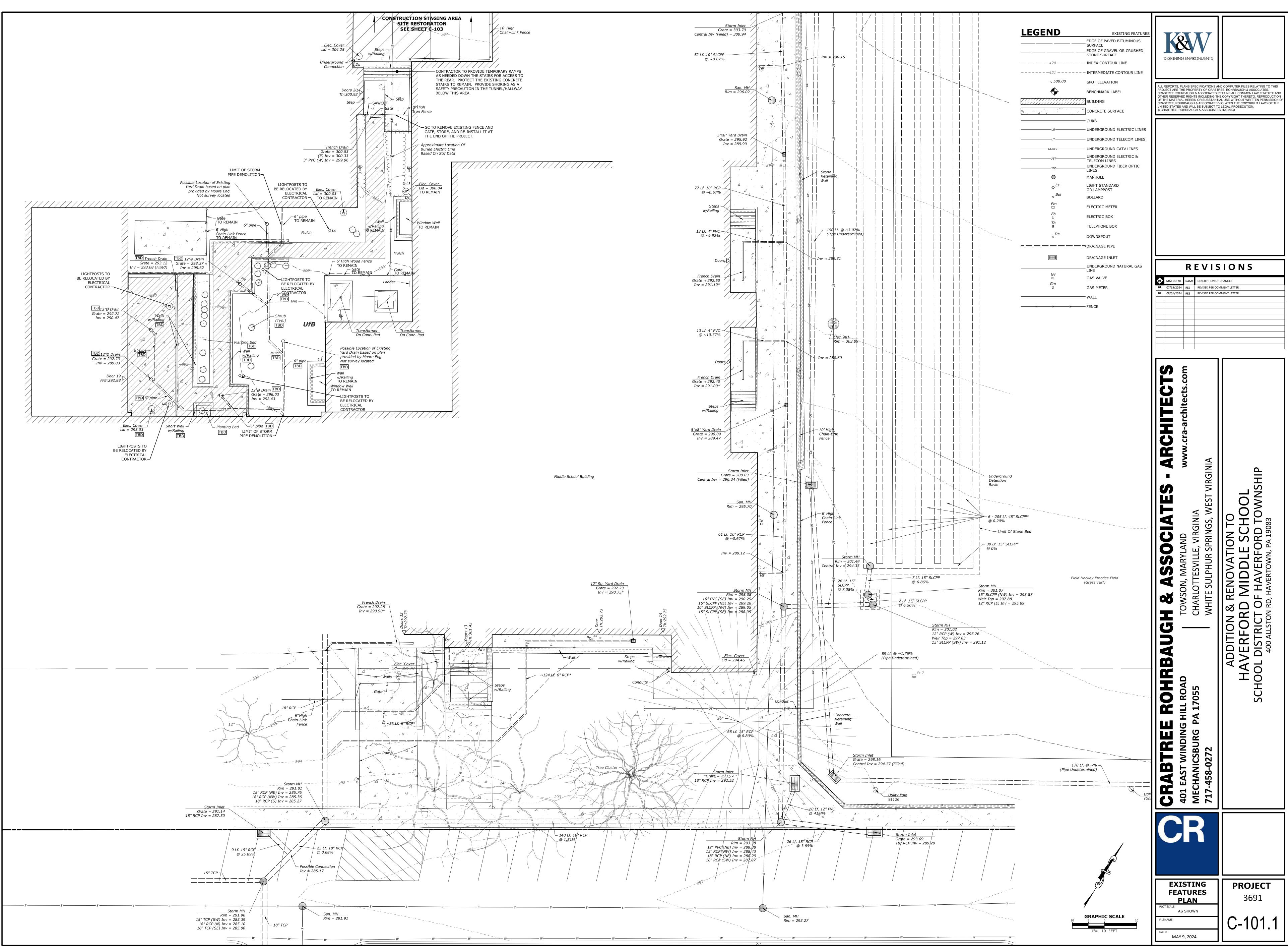
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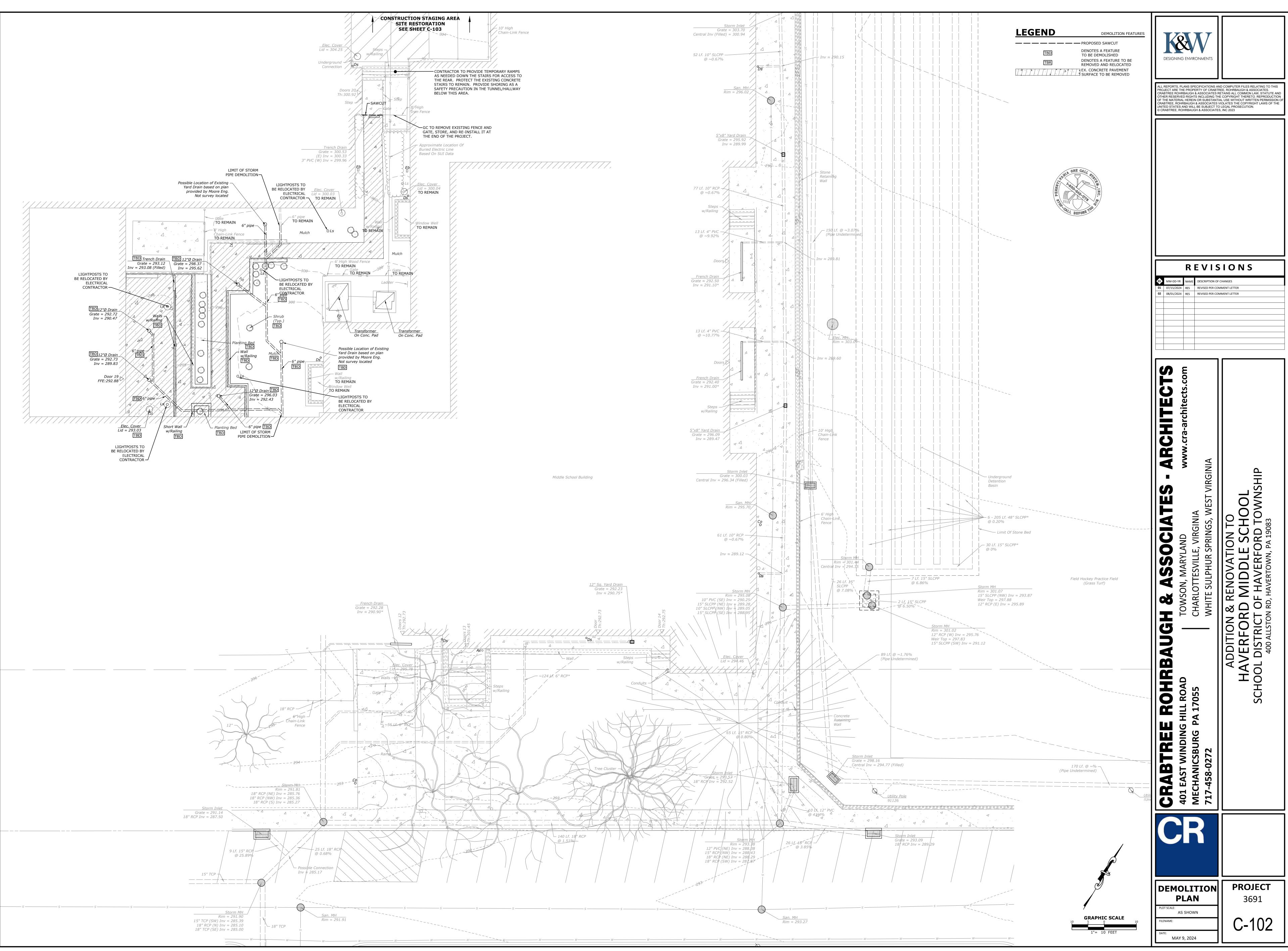
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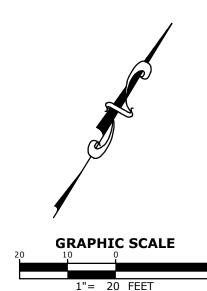
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# EXISTING MACADAM AREA

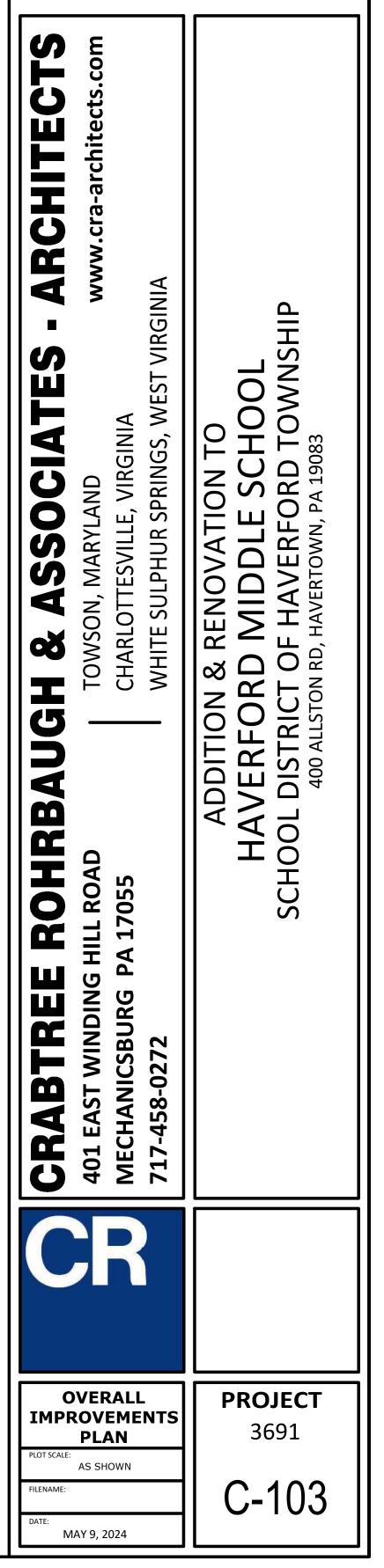


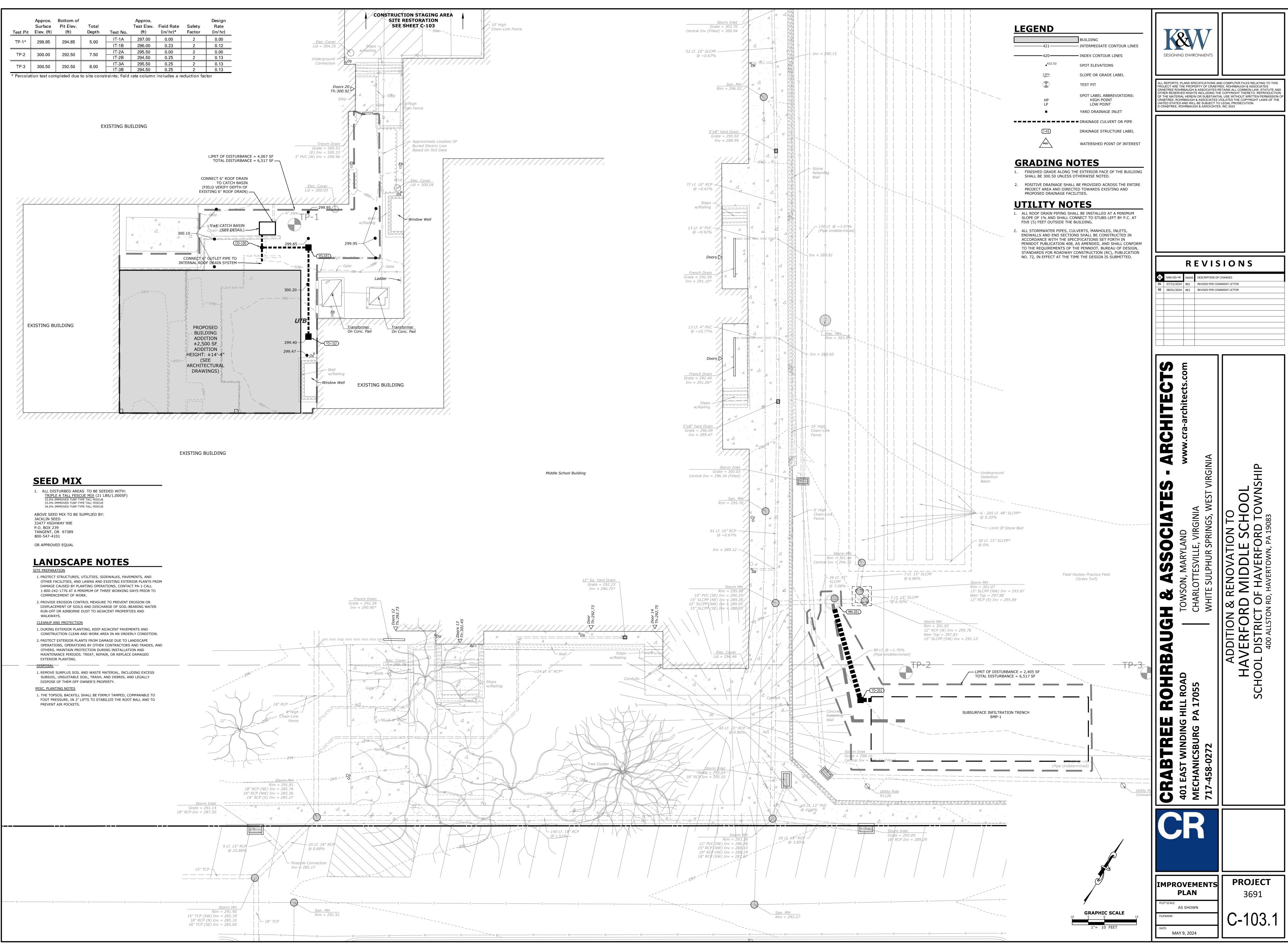




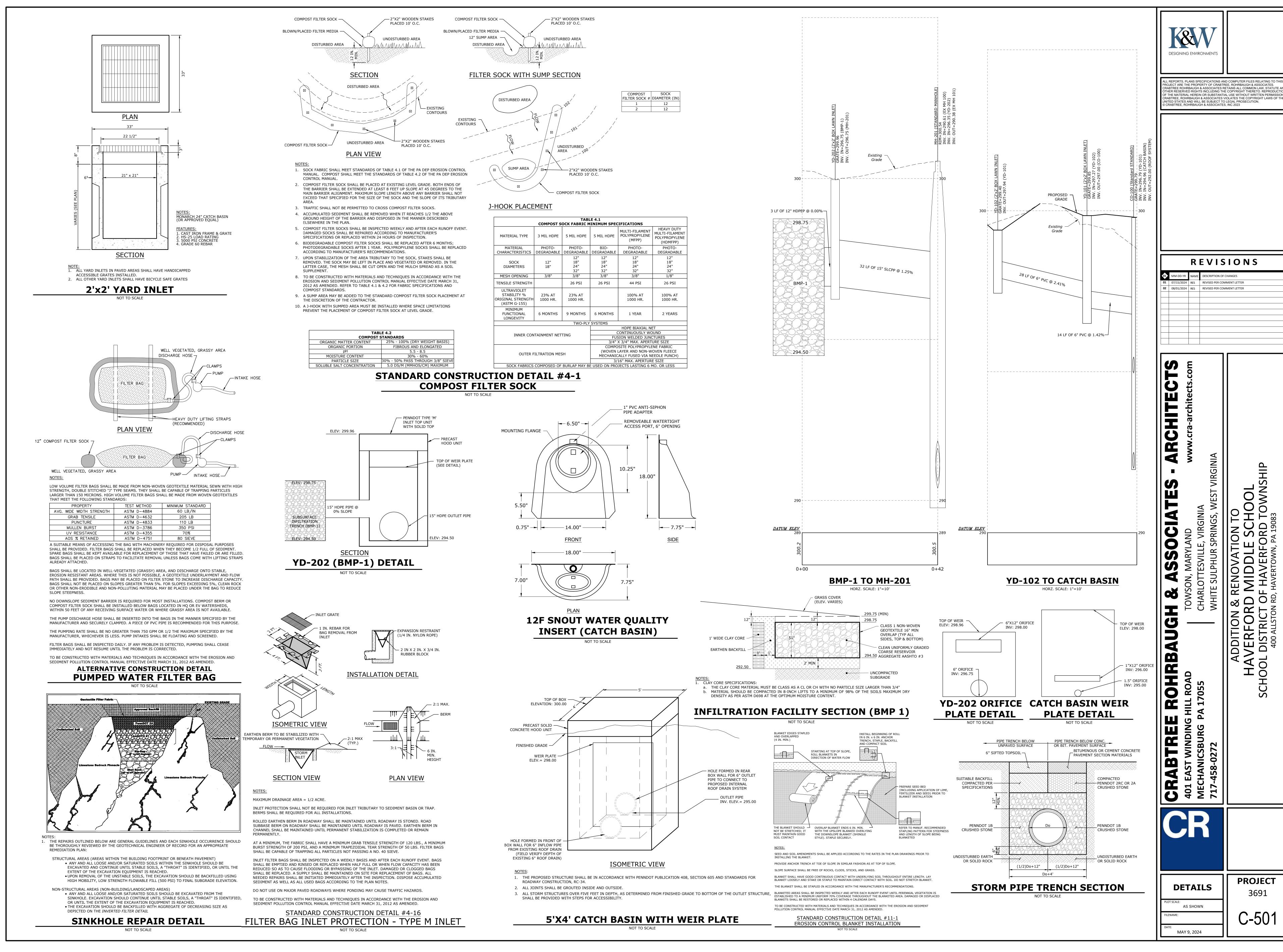
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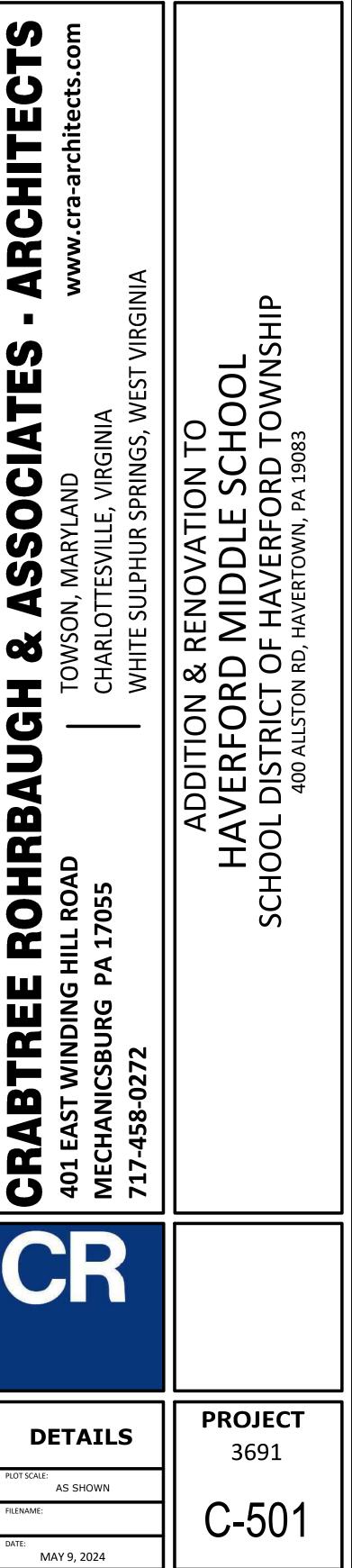


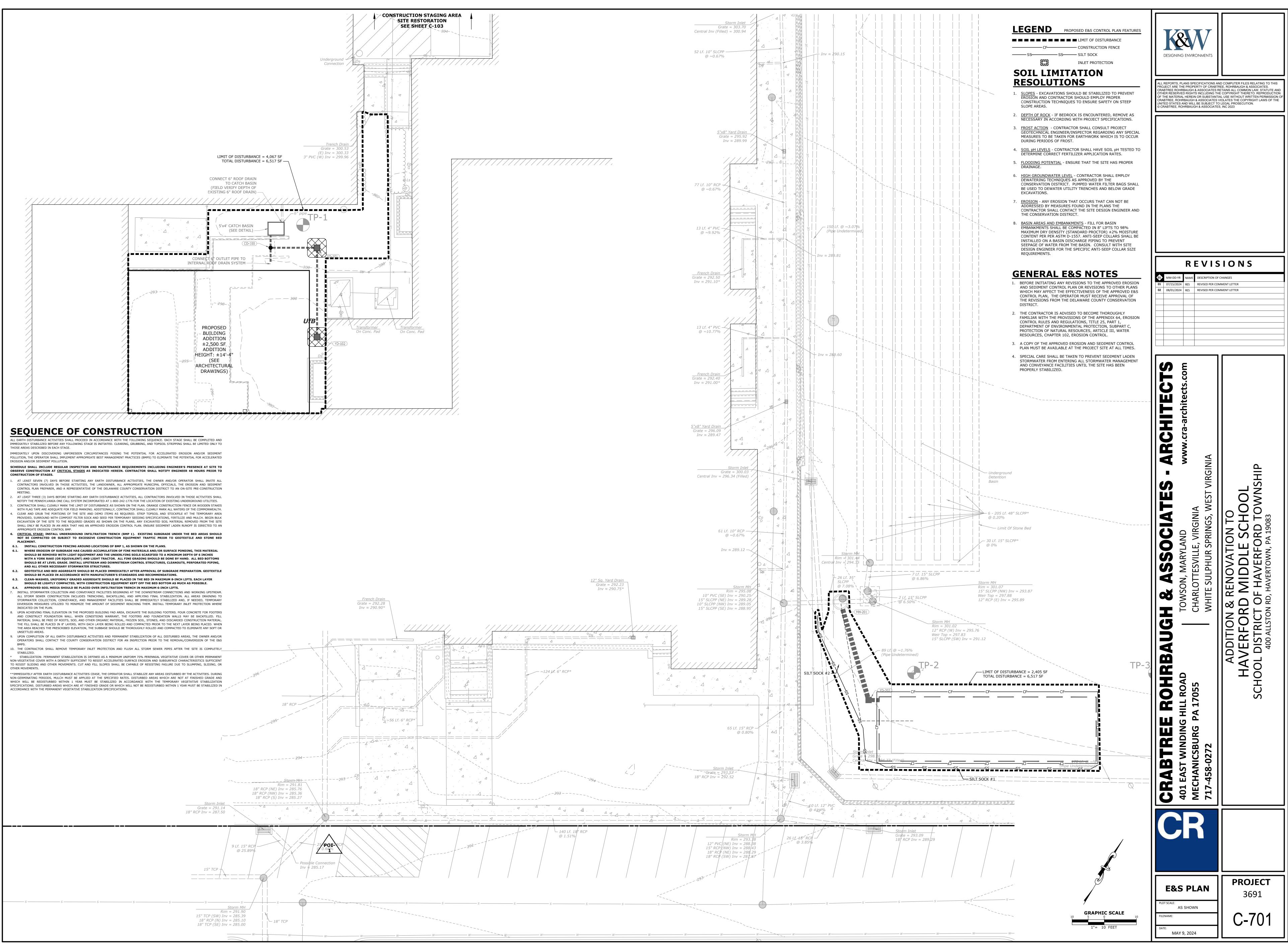
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### Township of Haverford

Resolution No. 2397-2024

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American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Recreation Facilities

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

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

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

Freedom Playground at Andy Lewis Community Park replacement triple slide - \$6,546.00

Brookline Park playground safety surfacing including stone base - \$94,255.00

Resolved this 9<sup>th</sup> day of September, 2024.

Township of Haverford

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

David R. Burman, Township Manager/Secretary

PRICE QUOTE DATE: 7/31/2024 QUOTE # BY Larry McCullough CELL 610-331-6554 PH 800-726-4793 FX: 610-353-5161	NEWTOWN SQUARE, PA 1		INC.
CUST:	HAVERFORD TOWNSHIP	F. O. B.: DEL	
ATTN:	Eileen Mottola	SHIP DATE: PHONE: 610-449-9307 EMAIL:	
Oursetitus Madal #	DECODIDION	emottola@havtwp.org	Tatal
Quantity Model #	DESCRIPTION	Each	Total
1	CW - 00152 ALPINE THUNDER SLIDE	E \$5,521.00	\$5,521.00
1	TRIPLE BEDWAY COLOR GREEN	\$1,025.00	\$1,025.00
	ANY UNFORESEEN UNDERGROUNE		ψ1,020.00
	OBJECTS MAY REQUIRE AN ADDIT		
THE PRICE INCLUDES		SUB:	\$6,546.00
THE ABOVE EQUIPMI	NLOADING , STORAGE AND INSTAL	LATION	
PA STATE CONTRAC		Freight:	
COSTARS VENDOR N		<u>енр.</u> —	¢6 546 00
Quote valid for 30 day	/s se sign below and fax to 610-353-510	SUB: 51 Sales Tax:	\$6,546.00
Signature		Total:	\$6,546.00
-	IERAL RECREA		

Gloria,

We received 3 responses to the Lead Based Paint Testing RFP for the Housing Rehabilitation Program, they are as follows:

ARC Environmental RT Environmental Services,Inc. Accredited Environmental Technologies, Inc.

Based on our review of the submissions, the scoring qualifications, and comparison of the pricing we recommend award of the contract in accordance with the terms outlined in the RFP to:

ARC Environmental 1311 Haubert Street Baltimore, MD. 21230

Kathleen Oulahan AJ Dunleavy Assoc., Inc 1254 West Chester Pike, Ste #301 Havertown, PA. 19083

Sent from Yahoo Mail for iPad

Gloria,

We received 3 responses to the Lead Based Paint Testing RFP for the Housing Rehabilitation Program, they are as follows:

ARC Environmental RT Environmental Services,Inc. Accredited Environmental Technologies, Inc.

Based on our review of the submissions, the scoring qualifications, and comparison of the pricing we recommend award of the contract in accordance with the terms outlined in the RFP to:

ARC Environmental 1311 Haubert Street Baltimore, MD. 21230

Kathleen Oulahan AJ Dunleavy Assoc., Inc 1254 West Chester Pike, Ste #301 Havertown, PA. 19083

Sent from Yahoo Mail for iPad

# **Township of Haverford**

Public Works Department Memorandum

Date: August 27, 2024

- To: Board of Commissioners David R. Burman, Township Manager
- From: Dan Mariani, Public Works Director
- Re: Replacement Street Light Poles

Public Works Department is in need of two (2) Street Light Poles with two (2) 6' arms as replacements.

Items to be purchased from: Turtle (T&H) Philadelphia in the amount of \$10,575.00

Thank you.



T&H PHILADELPHIA 375 CONSTANCE DR WARMINSTER,PA 18974-2816

### INVOICE

INVOICE #	INVOICE DATE		
6315336-00	08/23/2024		
REMIT TO :			
100 Walnut Ave., 4th Floor Clark, NJ 07066			

PHONE:(732) 574-3600 FAX: (732) 453-0685

SHIP TO: SHOP

BILL TO: 128915

#### HAVERFORD TOWNSHIP 1014 DARBY RD HAVERTOWN, PA 19083

#### HAVERFORD TOWNSHIP PUBLIC WORKS SHOP 1 HILLTOP ROAD BILL BAKER 610 636 1893 HAVERTOWN, PA 19083

	SHIP VIA	SHIP DA	TE ORDE	R DATE	CUSTOMER ORDER #	ŧ		REFERENCE		SLS	: 1	TERMS
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1	2.00	0	2.00	HAPCO 3 ROUND T PN:	2916X APERED ALUM POLE 24'X8"X.2 UPC:00000000000	50 SATIN	FINISH	1	\$ 2,350	.00000	EACH	\$ 4,700.00
2	2.00	0	2.00	HAPCO 1 TWIN 6' E PN:				2	\$ 1,590	.00000	EACH	\$ 3,180.00
3	1.00	0	1.00	HAPCO 3 TWIN 12' PN:	2917 DAVIT ARM SATIN FINISH UPC:00000000000			3	\$ 1,810	.00000	EACH	\$ 1,810.00
4	1.00	0	1.00	HAPCO 3 12' DAVIT PN:	2917X ARM SATIN FINISH UPC:0000000000			4	\$ 885	.00000	EACH	\$ 885.00
4	LINES TOTAL		QTY SHIPPEI	O TOTAL	6.00			IN	SUB <sup>·</sup> VOICE AN			\$ 10,575.00 \$ 10,575.00
									AMOUN			\$ 10,575.00

SERVICE CHARGE OF 1 1/2 % PER MONTH IF NOT PAID BY 09/30/24

Visit Us Online at: www.turtle.com

Page1 of 1

Haverford Township Parks and Recreation Department Memorandum

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Date:	August 27, 2024
То:	David R. Burman, Township Manager
From:	Brian Barrett, Director of Parks and Recreation
Subject:	Jack McDonald Field Lights and Brookline Park Surfacing

Attached is a quote for the replacement of the field lights at Jack McDonald Field. Darby Creek Trail extension now runs along the road side of the field and the existing lights needed to be removed to site the trail. Denney Electric will install the lights for fall sports. Denney Electric is Costars with vendor #018-E22-017. The total cost is \$20,600.00 and will be paid with capital funds.

Also attached is a quote for safety surfacing for the playground equipment at Brookline Park. General Recreation will do the installation. They are Costars #122659. The total cost is \$94,255.00 and will be paid for with ARPA funds.

If there are any questions I will be on hand for the Board of Commissioner Work Session on September 3, 2024.

PRICE QU DATE: QUOTE # BY Larry   CELL 610- PH 800-7 FX: 610-7	8/27/2024 PIP McCullough 331-6554 26-4793	NEWTOWN SQUARE, PA 1	19073	L   RECREAT	ion, inc.
CUST:		HAVERFORD TOWNSHIP	F. O. B.: I	DEL	
ATTN:		Eileen Mottola	SHIP DATE: PHONE: ( EMAIL: emottola@h	610-449-9307	
Quantity	Model #	DESCRIPTION		Each	Total
		BROOKLINE PARK- PLAYGROUND I	PROPOSALS		
1		SAFETY TURF POURED IN PLACE RUBBER SAFETY SURFACING 2.5" THICKNESS 50% COLOR 50% BLACK AREA 54'X65'- 3510 SQ FT MATERIAL INSTALLED		\$71,955.00	\$71,955.00
1		INSTALLATION OF STONE BASE FO RUBBER SURFACING EXCAVATION OF TOPSOIL TO 6" DE SUPPLY AND INSTALL 4" STONE BA	ЕРТН	\$22,300.00	\$22,300.00
		DOES NOT INCLUDE SITE PREP			
		ANY UNFORESEEN UNDERGROUND	D IMMOVABLE		
		<b>OBJECTS MAY REQUIRE AN ADDITI</b>	ONAL FEE TO R		
		S SHIPPING COST NLOADING , STORAGE AND INSTALI	LATION	SUB:	\$94,255.00
PA STATE	CONTRAC	ENT CAN BE PURCHASED T & COSTARS -14 IUMBER 122659		Freight:	
	d for 30 day			SUB:	\$94,255.00
To confirn Signature	n order plea	se sign below and fax to 610-353-510	61	Sales Tax: Total:	\$94,255.00
	GEN	IERAL RECREA	TION,	INC.	

### DENNEY ELECTRIC SUPPLY

### Expiration Date: 09/11/24

	Quotation	1		
TO: HAVERFORD TWP REC CEN 9000 PARKVIEW DR HAVERFORD, PA 19041	NTER Project: Job #: Bid Dat Bid Tim Quoter:	: Mcdonald Memorial F 4910 ae: 08/12/24 he: 02:00 PM EDT	Field	
Type Quantity Vendo	r Description	Unit or Lot#	Unit Price	Ext Price
COSTARS CONTRACT NUMBER 018-E22-017 040-E22-125 008-E22-853 030-E22-028 033-E22-044 014-E23-303 003-E23-634	S:			
8	KT-SLFLED500-S1-40-YM-750-VDI	Unit		
4	MOUNTING BRACKET	Unit		
1 0	LABOR (consists of the following) 1. Install 3 customer wooden poles th taken down and laying over in bushe			
0	2. Remove 2 old lights left on pole wind control cabinet is mounted	here Included		
0	3 Supply and install 4.8 wooden cro	Included		

#### From:

DENNEY ELECTRIC SUPPLY MAIN 610-444-2170 of Kennett Square, Inc 510 West State Street Kennett Square, PA 19348 Printed By: DANIEL SCHLEGEL

#### Notes

3. Supply and install 4 8 wooden crossarms

Thank you for your business!! For terms of sale please refer to https://www.denneyelectricsupply.com/content/terms-sale.htm

# DENNEY ELECTRIC SUPPLY

Project:

Mcdonald Memorial Field

### 09/11/24

### Quotation

Expiration

Туре	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
	0		4. Supply and install 4 mounting brackets for lights	Included		
	0		5. Supply and install 8 LED field liters model KT-5LED500-S1-40-YM-750-VDi	Included		
	0		<ol> <li>6. Install approximately 500 #2 triplex aerial between poles and make taps at each pole</li> </ol>	Included		
	0		<ol> <li>All labor non prevailing wage rate Note:</li> <li>Hopefully customer poles were not cut short during removal</li> </ol>	Included		

rom: DENNEY ELECTRIC SUPPLY MAIN 610-444-2170 f Kennett Square, Inc.	Total	20,600.00
of Kennett Square, Inc 510 West State Street Kennett Square, PA 19348 Printed By: DANIEL SCHLEGEL	our business!! e please refer to nneyelectricsupply.com/cont	ent/terms-sale.htm

#### CERTIFIED LOCAL GOVERNMENT MASTER AGREEMENT BETWEEN PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION AND HAVERFORD TOWNSHIP, DELAWARE COUNTY

This Certified Local Government Master Agreement is between the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Historical and Museum Commission, (hereinafter "Commission") and Haverford Township, (hereinafter "CLG").

Pursuant to the National Historic Preservation Act, 54 U.S.C. § 302902, the United States Department of the Interior's National Park Service ("National Park Service"), makes certain funds available to the Commonwealth for the identification, evaluation and protection of historic resources in Pennsylvania to be distributed as grants to Certified Local Governments in a program administered by the Commission.

Haverford Township is a Certified Local Government ("CLG") pursuant to 54 U.S.C. § 302501 *et seq*,. effective as of March 2, 2015. The CLG's may submit applications to the Commission to carry out projects under the program.

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

#### I. Term.

- 1. Term. The term of this agreement will commence on January 1, 2025 or the date of the last required Commonwealth signature, whichever is later, ("Effective Date") and will terminate on December 31, 2029 ("Termination Date"), unless terminated by the Commonwealth in accordance with Article V, Section 4 of this agreement. This agreement is not legally binding on the Commonwealth until all signatories, including those signing their approvals for form and legality, have signed this agreement and the Commonwealth provides a fully executed copy to the CLG.
- 2. Master Agreement. This agreement serves as the Master Agreement for the Certified Local Grant program ("Program".) Once fully executed, the CLG may apply for Program funds in an open grant application cycle. Once the application and project are approved by the Commission, the Commission shall make appropriated funds available to the CLG upon issuance of a Funding Release. Such funds shall be used by the CLG to carry out the activities described in the CLG's application. Each approved application will be attached to and become part of this Master Agreement. All Funding Releases issued by the Commission will be attached to and become part of this Master Agreement. Examples of Funding Release forms are attached and incorporated at Exhibit A.

#### III. Responsibilities of the Parties.

#### 1. Responsibilities of the Certified Local Government.

- a. **Grant Project.** A CLG may submit multiple grant project applications per year. These grant projects will become part of and referenced within each Funding Release Form.
- b. **Project Description.** The CLG shall use the grant award in accordance with each approved application's project description and budget.
- c. **Project Budget.** The CLG's receipt of the executed Funding Release authorizes the CLG to incur costs in accordance with the Funding Release and approved project.
- d. **Guidelines.** The CLG shall review and comply with all guidelines and regulations issued by the Commission and the National Park Service applicable to this Program, including but not limited to the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation; the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200 et seq.; and the Commission's current federal fiscal year grant application and instructions found at <a href="https://www.phmc.pa.gov/Preservation/Grants-Funding">https://www.phmc.pa.gov/Preservation/Grants-Funding</a>.
- e. **Matching Share.** The CLG will provide evidence in each grant application that it has secured a matching share as defined in the current federal fiscal year grant application and instructions.
- f. **Record Preservation and Audit.** The CLG shall maintain and preserve all records related to this Master Agreement. The CLG shall give the Commonwealth and any of it authorized representatives, including, but not limited to, the Commission, the Auditor General, the Inspector General, or federal auditors, full and free access to all of these records. The Commission reserves the right to perform audits, site visits and conduct progress reviews. The CLG shall preserve, maintain, and make available for inspection its records, including all receipts, obligations and disbursements related to any Funding Release approved under this Master Agreement, for a period of 5 years from the date of final payment under this agreement, and for period, required by applicable statute, by any other paragraph of this agreement, or by sub-paragraphs (a) or (b) below.
  - a. If this agreement is completely or partially terminated, the CLG shall preserve and make available to the Commission all records relating to

the work performed prior to termination for a period of 5 years from the date of any resulting final payment.

b. For records related to any litigation or settlement of claims arising out of the CLG performance under this agreement or costs and expenses related to this agreement as to which exception has been taken by the auditors, the CLG must retain those records until the litigation, claim, or exception has resulted in a final decision or binding resolution by the relevant decision-maker or tribunal.

#### 2. Responsibility of the Commission.

- A. **Commission Approval.** The Commission will approve or disapprove project applications at its discretion, and issue Funding Releases for approved projects. The Funding Release shall be approved and signed by the Executive Director, the Commission's Office of Chief Counsel, and Comptroller Operations certifying the availability of funds.
- B. Reimbursement. Subject to the availability of the federal grant funds, the Commission shall reimburse the CLG for project costs after the CLG submits invoices and source documentation. The Commission shall only reimburse those costs set forth in the Funding Release. The CLG must demonstrate full compliance with, and satisfactory progress toward, completion of the work as specified in the project description. After receiving satisfactory documentation of costs and expenditures, the Commission will make reimbursement pursuit to all laws, rules, and regulations including the CLG Guidelines and Instructions.

### IV. Other Applicable Provisions

**1. Assumption of Legal Responsibility.** The CLG shall assume sole legal responsibility for any claims for damages asserted against the Commonwealth, the Commission, or any employees or agents, resulting from the negligence or intentional actions or omissions of the CLG. The CLG's responsibility includes, but is not limited to, the assertion of defenses on the part of the Commonwealth, the Commission, and their employees, and the costs of the assertion. The Commission shall provide the CLG with prompt notice of any claims brought to its attention and the CLG may control the defense or settlement of the claim. However, the Commonwealth reserves the right for itself, its instrumentality, the Commission, and their employees, to participate in the defense of any such claim through its Attorney General at its own expense.

- 2. Home Rule. If the CLG has a home rule charter promulgated under the laws of the Commonwealth, this agreement shall not be considered a waiver of any of the CLG's rights or defenses it may have under such charter.
- **3.** Federal Funding Accountability and Transparency Act Provisions. The CLG shall maintain current registration in the federal System for Award Management (SAM) (SAM.gov), at all times during which the CLG has active Federal awards funded pursuant to this contract. SAM assigns a Unique Entity ID (UEID) to each entity registered in SAM. The CLG must provide its assigned UEID number to the Commission with its project application. The CLG agrees to provide additional information in conformance with the Federal Funding Accountability and Transparency Act if they become applicable.
- 4. Termination. The Commission reserves the right to terminate this agreement at any time by providing thirty (30) days written notice of termination to the CLG, for non-availability of funds; nonperformance; inadequate performance; or noncompliance with the project description, the terms and conditions of this agreement, or the terms and conditions contained in any other grant with the Commonwealth or the United States of America. The Commonwealth shall have the right to terminate the agreement for its convenience if the Commonwealth determines that termination is in the best interest of the Commonwealth. Upon termination of this agreement, the CLG shall be prohibited from incurring grant related expenses, spending or disbursing any remaining grant funds and shall immediately return all remaining unused grant funds to the Commission.
- 5. No Grant Funds Will Be Used Against the Commonwealth. No funding awarded to CLG under this Agreement shall be used in any action against the Commonwealth or the Commission.
- 6. Ineligible Costs. The CLG shall repay to the Commission the entire grant award amount if the CLG violates any terms and conditions of this agreement or any applicable laws or regulations, or if the Commission determines that costs claimed by the CLG are ineligible. Allowable costs are only those approved in the and in accordance with the grant award. All other costs are unallowable, unless approved in writing by the Commission
- **7. Equipment.** The Commission reserves the right to make the final determination on the title to equipment or fixed assets purchased or fabricated with grant funds under this agreement.
- 8. Amendments. Amendments and modifications to this agreement must be accomplished through a formal written document signed by the parties with the same formality as the original agreement.
- 9. Lobbying. The CLG may not use the grant funds for lobbying activities.

- **10.Standard Terms and Conditions.** The CLG agrees to be bound by the Commonwealth Standard Terms and Conditions in Exhibit B.
- **11.Proposal as a Public Record**. The CLG's application and project proposal is part of the record of this transaction and will be available to the public.

**12.Waiver.** Any waiver of any terms and conditions of this agreement must be in writing and signed by the waiving party. The waiver of any of the terms and conditions of agreement may not be construed as a waiver of any subsequent breach of the same or any other terms or conditions of this agreement.

**13.Assignment.** The CLG may not assign any of its rights or obligations under this agreement without the prior written consent of the Commission. This agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

**14. No Agency.** The CLG is not an agent, employee or representative of the Commission or the Commonwealth, nor shall the CLG represent itself as such to third parties. Nothing in this Agreement may be construed so as to create a relationship of employer and employee, principal and agent, or joint venture among the Commonwealth, Commission and the CLG.

- **15.Third-Party Beneficiaries.** Nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third-party.
- **16.Survival.** The terms and conditions of this Agreement that by their nature are reasonably intended by the parties to survive termination shall survive the expiration or termination of this Agreement.
- **17.Assurances.** If reasonably requested by one party, the other party shall execute and deliver any other documents and take any other action as may be necessary to affect the terms of this agreement.
- **18.Counterparts.** This agreement may be executed in counterparts, each of which is deemed an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together shall constitute one and the same instrument.
- **19. Severability.** If any provision of this agreement is determined to be void, invalid, unenforceable or illegal for any reason, it will be ineffective only to the extent that the validity and enforceability of all the remaining provisions is not affected.
- **20.Integration.** This agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the CLG has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection

with this agreement, that, in any way, can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, may be permitted to modify or contradict any of the terms and conditions of this agreement.

[SIGNATURE PAGE FOLLOWS.]

#### AGREEMENT BETWEEN THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION AND Haverford Township 1015 Darby Road, Havertown, PA 19064

The parties, through their authorized representatives, have affixed their signatures below:

BY:		Date:	
	Signature	-	
	Print/Type Title	-	Print/Type Name
BY:		Date:	
	Signature		
	Pennsylvania Historical & Museum Commiss	sion	
	Executive Director		Andrea Bakewell Lowery
	Print/Type Title		Print/Type Name
Appro	oved as to Form and Legality:		
BY:		Date:	
	Office of Chief Counsel		
	Pennsylvania Historical and Museum Comm	ission	
BY:		Date:	
	Office of General Counsel		
	Commonwealth of Pennsylvania		
BY:		Date:	
	Office of Attorney General		
	Commonwealth of Pennsylvania		
BY:		Date:	
	Comptroller		
	Commonwealth of Pennsylvania		

### Exhibit A Funding Release Form Example

Date	
Grantee Name	
Vendor Number	
Contract Number	
Funding Release Form Number	
Total Prior Funding Released	
Current Funding Release Amount	
Period of Performance	
Total Amount of all funding available under	
the Contract including the Current funding	
release amount	

#### Coding Information Totaling Current Funding Release Amount

The Pennsylvania Historical and Museum Commission hereby makes available to the Grantee the current funding release amount specified above, subject to the condition that it shall be used by the grantee to carry out the activities specified in the Work Plan and Budget attached hereto and incorporated herein.

Commonwealth of Pennsylvania through the Pennsylvania Historical and Museum Commission, State Historic Preservation Office

BY:	Executive Director	Date:
Approved as to Form and Legality:		
BY:	Office of Chief Counsel Pennsylvania Historical and Museum Commi	Date:
Approved as to appropriateness and availability of funds:		
BY:	Comptroller Commonwealth of Pennsylvania	Date:

### Exhibit B Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023 v2)

#### 1. **DEFINITIONS**

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

#### 2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

#### 3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:
  - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
- v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts**. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

#### 4. GRANTEE INTEGRITY

- a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:
  - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
  - iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
  - iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the <u>Governor's Code of Conduct, Executive Order 1980-18</u>, as may be amended, 4 Pa. Code §7.153(b), apply.
  - vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

#### b. Representations and Warranties.

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
  - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
  - 3. had any business license or professional license suspended or revoked;
  - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil antitrust investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Grantee Explanation**. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. **Further Representations**. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. Grantee Responsibilities. During the term of this agreement, the Grantee shall:
  - i. maintain the highest standards of honesty and integrity.
  - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
  - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
  - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
  - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to

have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
  - i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
  - ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
  - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and

subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

#### 5. CONTRACTOR RESPONSIBILITY

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

#### b. Contractor Representations.

- i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
- ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or

debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <u>http://www.emarketplace.state.pa.us</u> and clicking the Debarment list tab.

#### 6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

#### 7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

#### 8. RIGHT TO KNOW LAW

- a. **Applicability**. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
  - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the

Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

#### d. Reimbursement

- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
- ii. **Grantor Reimbursement**. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

#### 9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

#### **10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS**

- 16 -CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<u>https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-</u> Deposit-and-e-Remittance.aspx

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

#### **11. WORKER PROTECTION AND INVESTMENT**

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- 1. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

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