

EXECUTIVE SESSION – 6:00 p.m. - LEGAL

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, August 7, 2017

7:00 P.M.

Construction Manager Update

Lori Hanlon-Widdop with Macro Energy Contractor - Street Lighting Presentation - Phase 3

Tim Denny:

Allocating \$35,000 for creating a permanent skate park at Merry Place

Changes to ordinance regarding Dogs in Parks

Change to ordinance regarding the size of gatherings requiring a permit (from 25 to 15)

Backyard Hens

Police Department – Crime Update

Commissioners Updates

Continued Discussion: Proposed Resolution No. 2064-2017 – Process for Applicants for Reorganization - by Commissioner Dan Siegel, Esquire

Discussion: Proposed Ordinance No. P15-2017 – Amending Articles of Incorporation with RHM for another 50 year extension - by Commissioner Andy Lewis

Next Week:

Ordinance No. P11-2017

Traffic (2nd Reading)

Ordinance No. P12-2017

Dedication of Brittany Lane (1st Reading)

Ordinance No. P14-2017

Chapter 165 – Taxation – Property Tax Credit to Qualifying Volunteer Firemen (1st Reading)

**Ordinance No. P15-2017 Amendment to Articles of Incorporation with RHM for an
Additional 50 Year Extension (1st Reading)**

**Resolution No. 2064-2017 Process for Applicants Seeking
Appointment/Reappointment – Reorganization**

Resolution No. 2065-2017 Capital Asset Policy for financial reporting

Resolution No. 2066-2017 Revised Sewer Module – Haverford Reserve

Mutual EMS Aid Agreement

2018 Budget Adoption Schedule

Nitre Hall – Paving of driveway and paths contract

Road Salt

**Proposed Process for Applicants Seeking Appointment or Reappointment
To Haverford Township Boards, Commissions & Committees**

To assure that the process for applying for and appointment and reappointment to Haverford Township Boards, Committees and Commissions is fair, and that all applicants are treated equally, the Board of Commissioners hereby adopts the following process for appointments and reappointments, and for filling vacancies on those entities.

Annual Appointments & Reappointments

- 1) On or about the first business day of September, the Township shall advertise to the public that it is seeking applications from interested individuals who:
 - a) Desire to serve or continue to serve on Township Boards, Committees and Commissions, or
 - b) Seek appointment or reappointment as Township Solicitor, Civil Service Solicitor or Township Engineer.
- 2) The Notice shall contain the following information:
 - a) The name of each Board, Committee and Commission on which there are openings;
 - b) The number of positions available on each Board, Committee and Commission;
 - c) The deadline for submitting applications, which will be 4 p.m. on the Friday during the week of the regularly-scheduled November meeting of the Board of Commissioners;
 - d) A statement that "All applications must contain the required submissions;"
 - e) The name, mailing address and email address of the person to whom all applications must be sent;
 - f) A statement that "Any applicant who fails to submit all required materials will not be considered for appointment or reappointment;" and,
 - g) A statement that "Any incumbent member of a Board, Committee or Commission seeking reappointment who fails to submit all required materials shall not be considered for reappointment."
- 3) All applicants, including incumbent members of Boards, Committees or Commissions, must include the following items in order to be considered for appointment:
 - a) The applicant's name, address, phone number and email address;
 - b) A cover letter or cover email listing each Board, Committee or Commission on which the applicant seeks an appointment or reappointment;
 - c) A concise statement (no more than one typed page) summarizing why the applicant seeks the appointment or reappointment; and,
 - d) A resume or other summary of the applicant's experience.
- 4) The Board shall schedule interviews of all applicants, including persons seeking reappointment.

- 5) Interviews will be scheduled at 15 minute intervals on dates approved by a majority of the Board of Commissioners. Absent approval by the Board, all interviews shall be conducted no later than December 23rd.
- 6) A person newly-elected in November to serve on the Board of Commissioners as of January may attend all interviews with applicants.
- 7) Any applicant who does not appear for an interview without good cause shall not be considered for appointment or reappointment.
- 8) In accordance with the Township Charter, the Board of Commissioners will vote on all appointments or reappointments at or after the January Reorganization meeting.

Appointments to Vacancies/Fill Unexpired Terms

- 1) Upon notice to the Township Manager or other appropriate official that a member of a Township Board, Committee or Commission has resigned or that a position has become vacant because of death or other reason, the Township shall immediately advertise to the public that it is seeking applications from interested individuals who desire to serve on the Board, Committee or Commission.
- 2) The Notice shall contain the following information:
 - a) The name of the Board, Committee or Commission on which there is an opening;
 - b) The position available on the Board, Committee or Commission;
 - c) The deadline for submitting applications, which will be 4:00 p.m. on a date no less than 14 days from the date on which the vacancy is first advertised;
 - d) A statement that "All applications must contain the required submissions;"
 - e) The name, mailing address and email address of the person to whom all applications must be sent; and,
 - f) A statement that "Any applicant who fails to submit all required materials shall not be considered for appointment."
- 3) All applicants must include the following items in order to be considered for appointment:
 - a) The applicant's name, address, phone number and email address;
 - b) A concise statement (no more than one typed page) summarizing why the applicant seeks the appointment; and,
 - c) A resume or other summary of the applicant's experience.
- 4) The Board shall schedule interviews of all applicants.
- 5) Interviews will be scheduled at 15 minute intervals on dates approved by a majority of the Board of Commissioners.
- 6) Any applicant who does not appear for an interview without good cause shall not be considered for appointment.
- 7) In accordance with the Township Charter, the Board of Commissioners will vote on all appointments at a regularly-scheduled meeting of the Board.

Resolved this 14th day of August, 2017.

Township of Haverford

By: Chris Connell, Sr.
President

Attest: Lawrence J. Gentile
Township Manager

DRAFT 6/5/17

BOARD OF COMMISSIONERS
OF THE TOWNSHIP OF HAVERFORD,
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. P15-2017

AN ORDINANCE ADOPTING AND APPROVING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE JOINTLY-ORGANIZED MUNICIPAL AUTHORITY KNOWN AS THE "RADNOR-HAVERFORD-MARPLE SEWER AUTHORITY" WITH THE TOWNSHIPS OF RADNOR AND MARPLE, ALL OF DELAWARE COUNTY, PENNSYLVANIA, TO ADD A PROVISION THEREIN EXTENDING THE TERM OF ITS EXISTENCE FOR AN ADDITIONAL FIFTY YEARS FROM THE DATE OF THE APPROVAL OF THE ARTICLES OF AMENDMENT

WHEREAS, an Amendment to the Articles of Incorporation of the Radnor-Haverford-Marple Sewer Authority (the "Authority") has been proposed by the Board of the Authority, by its Resolution duly adopted on the _____ day of _____, 2017, to add a provision to said Articles extending the term of existence of the Authority for an additional fifty (50) years from the date of approval of the Articles of Amendment; and

WHEREAS, the Township of Haverford is one of the municipalities composing the Authority; and

WHEREAS, the proposed Amendment has been submitted to the Municipality.

NOW, THEREFORE, BE IT ORDAINED THAT:

Section 1: The Radnor-Haverford-Marple Sewer Authority's proposed Amendment to the Articles of Incorporation of the Radnor-Haverford-Marple Sewer Authority to add the following:

"(f) The term of existence of the Authority shall be extended for an additional fifty (50) years until December 19, 2067."

It is hereby approved and adopted.

Section 2: All Township officials are authorized to take all action necessary to ensure implementation of and effect the purpose thereof.

Section 3: All ordinances and resolutions, and parts thereof, inconsistent herewith are hereby repealed or rescinded.

Section 4: The provisions of this Ordinance are severable, and if any clause, sentence, subsection or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder but shall be confined in its operation and application to the clause, sentence, subsection or section rendered. It is hereby declared that the intent of the Township Commissioners that this ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, subsection, or section had not been included therein.

Section 5: This is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, Delaware County, Pennsylvania, this ____ day of _____, 2017.

By _____
Chris Connell, Sr.
President of Board of Commissioners

(SEAL)

Attest: _____
Lawrence Gentile
Township Manager

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____ in respect to the continuation of the Radnor-Haverford-Marple Sewer Authority duly enacted by the majority vote of the all of the members of the Board of Commissioners of the Township of Haverford, Delaware County, Pennsylvania, at a meeting of said Board duly held on _____, 2017, at which time the following members of the Board were present:

Chris Connell, Sr., President
Mario A. Olivia, Vice President
Steve D’Emilio, Commissioner
Daniel J. Siegel, Esq., Commissioner
James E. McGarrity, Commissioner
Andy Lewis, Commissioner
Kevin McCloskey, Esq., Commissioner
William F. Weschsler, Commissioner
Larry Holmes, Esq., Commissioner

and the voting on said Ordinance was as follows:

<u>For:</u>	<u>Against:</u>
Chris Connell, Sr.	
Mario A. Olivia	
Steve D’Emilio	
Daniel J. Siegel, Esq.	
James E. McGarrity	
Andy Lewis	
Kevin McCloskey, Esq.	
William F. Weschsler	
Larry Holmes, Esq.	

and that said Ordinance has been duly advertised and recorded in the Ordinance book of said Township and that the minutes of the said meeting showing how each member of said Board voted have been duly recorded in the official minutes of the Board of Commissioners of the Township of Haverford.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Township of
Haverford has been affixed this _____ day of _____, 2017.

(SEAL)

Lawrence Gentile, Township Manager

Approved and filed in the Department of State
on the ____ day of _____, 2017.

Secretary of the Commonwealth

ORDINANCE NO. P12- 2017

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, ACCEPTING DEDICATION OF A CERTAIN STREET IDENTIFIED AS BRITTANY LANE, BYRN MAWR, PA AS PUBLIC LAND.

Whereas, Haverford Township did approve the land development plans of First Lathrum Corporation for the subdivision of of a parcel of land at Darby and Sproul Roads on January 30, 1989 by Board Resolution No. 837-89, and later revised approvals on August 13, 1990 by Board Resolution No. 910-89 for the elimination of one lot; and

Whereas, the aforesaid plans provided for the construction of certain improvements needed to construct homes on Brittany Lane, specifically the roadbed, road improvements and sanitary sewer located along Sproul Road and Brittany Lane; and

Whereas, the tract of land containing the public improvements is owned by Mon-Fran Investment Co., a Pennsylvania Corporation; and

Whereas, the developer has completed the improvements as depicted on the said Plan as required and certified by the Township Engineer; and

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the Board deems it in the best interest of the Township of Haverford to accept dedication of Brittany Lane as public land as follows:

SECTION 1. Dedication of Brittany Lane. The Township of Haverford hereby accepts the Deed Dedication from Mon-Fran Investment Co. of roadbed, road improvements and sanitary sewer serving the Brittany subdivision located along Sproul Road and Brittany Lane as more fully described in the Deed of Dedication to Haverford Township on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 3. Severability. Should any section, sentence, word or provision of this ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole.

Brittany Dedication
P12-2017

SECTION 4. Effective Date. This ordinance shall become effective 10 days following final adoption by the Board of Commissioners and publication as required by law.

ADOPTED this day of , A.D., 2017.

TOWNSHIP OF HAVERFORD

BY: Chris Connell, Sr.
 President
 Board of Commissioners

ATTEST:
 Lawrence J. Gentile
 Township Manager/Secretary

Return to:

Parcel # [to be inserted]

DEED OF DEDICATION TO HAVERFORD TOWNSHIP

THIS INDENTURE made the _____ of _____ Two Thousand Seventeen (2017)

BETWEEN

Mon-Fran Investment Co.

(hereinafter called the Grantor), of the one part,

and

The Township of Haverford

(herein after called the Grantee), of the other part,

WITNESSETH That the said Grantor, for and in consideration of the sum of \$1.00 lawful money of the United States of America, unto it, well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns, in fee: the roadbed, road improvements and sanitary sewer serving the Brittany subdivision located along Sproul Road and Brittany Lane and shown on a certain record plan prepared by First Lathrum Corp. last revised 10/31/1988 and recorded in the office for the Recorder of Deeds in and for Delaware County, Pennsylvania in Volume 16, Page 159 on April 20, 1989, and the roadbed is more specifically described on Exhibit A attached hereto and made a part hereof.

THIS transaction is excluded from Pennsylvania Realty Transfer Tax as a Deed of Dedication of public improvements to the Township of Haverford for no consideration.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any ways appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described and the improvements, the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor, for itself, its successors and assigns, by these presents covenants, grants and agrees for and with the said Grantee, its successors and assigns, that the said Grantor and its successors and assigns, all and singular the hereditaments and premises herein granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under Grantor or any of them shall and will under and subject aforesaid.

WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal. Dated the day and year first above written.

Witness/Attest:

Mon-Fran Investment Co., a Pennsylvania corporation

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF _____ :

On this, the _____ day of _____, 2017, before me the undersigned officer, personally appeared _____, who acknowledged _____ to be the _____ of Mon-Fran Investment Co., a Pennsylvania corporation, and that _____ as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by _____ as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

The address of the above-named Grantee is:

2325 Darby Road
Havertown, PA 19083

On behalf of the Grantee

EXHIBIT A

Brittany Lane – Right of Way

All that certain tract of land, situate in the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, bounded and described according to a Record Plan, prepared for First Lathrum Corp., prepared by Chambers Associates, Center Square, PA, dated September 29, 1988, last revised February 28, 1989, as follows to wit:

Commencing at a point on the title line in the bed of Sproul Road, South 60 degrees 43 minutes 46 seconds West, a distance of 42.25 feet to a point on the Southwesterly side of Sproul Road; thence along the Southwesterly side of Sproul Road, South 10 degrees 10 minutes 16 seconds East, a distance of 103.68 feet to the First Mentioned Point and Place of Beginning;

Thence from the First Mentioned Point and Place of Beginning, leaving the Southwesterly side of Sproul Road, along the Westerly side of Brittany Lane, the following sixteen (16) courses and distances:

- (1) Along an arc of a circle curving to the left, having a radius of 15.00 feet and an arc distance of 21.18 feet to a point;
- (2) South 60 degrees 43 minutes 46 seconds West, a distance of 291.47 feet to a point;
- (3) Along an arc of a circle curving to the left, having a radius of 140.00 feet and an arc distance of 108.67 feet to a point;
- (4) Along an arc of a circle curving to the right, having a radius of 20.00 feet and an arc distance of 45.61 feet to a point;
- (5) Along an arc of a circle curving to the left, having a radius of 50.00 feet and an arc distance of 253.35 feet to a point;
- (6) Along an arc of a circle curving to the right, having a radius of 20.00 feet and an arc distance of 45.61 feet to a point
- (7) Along an arc of a circle curving to the left, having a radius of 140.00 feet and an arc distance of 143.46 feet to a point;
- (8) Along an arc of a circle curving to the right, having a radius of 580.00 feet and an arc length of 175.71 feet to a point;
- (9) Along an arc of a circle curving to the left, having a radius of 180.00 feet and an arc length of 60.95 feet to a point;
- (10) Along an arc of a circle curving to the right, having a radius of 30.00 feet and an arc length of 30.06 feet to a point;
- (11) Along an arc of a circle curving to the left, having a radius of 50.00 feet and an arc length of 138.58 feet to a point;
- (12) Along an arc of a circle curving to the right, having a radius of 30.00 feet and an arc length of 30.97 feet to a point;
- (13) Along an arc of a circle curving to the left, having a radius of 180.00 feet and an arc length of 41.33 feet to a point;
- (14) North 48 degrees 56 minutes 45 seconds East, a distance of 25.62 feet to a point;

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

- (15) Along an arc of a circle curving to the right, having a radius of 265.83 feet and an arc length of 15.13 feet to a point of compound curvature;
- (16) Along an arc of a circle curving to the right, having a radius of 15.00 feet and an arc length of 26.88 feet to a point on the Southwesterly side of Sproul Road;
- Thence along the Southwesterly side of Sproul Road, North 25 degrees 07 minutes 16 seconds West, a distance of 71.36 feet to a point;
- Thence leaving the Southwesterly side of Sproul Road, along the Easterly side of Brittany Lane, the following eight (8) courses and distances:
- (1) Along an arc of a circle curving to the right having a radius of 15.00 feet and an arc distance of 20.98 feet to a point;
 - (2) Along an arc of a circle curving to the left, having a radius of 305.83 feet and an arc distance of 32.36 feet to a point;
 - (3) South 48 degrees 56 minutes 45 seconds West, a distance of 25.62 feet to a point;
 - (4) Along an arc of a circle curving to the right, having a radius of 140.00 feet and an arc distance of 188.15 feet to a point;
 - (5) Along an arc of a circle curving to the left, having a radius of 620.00 feet and an arc length of 187.83 feet to a point;
 - (6) Along an arc of a circle curving to the right, having a radius of 100.00 feet and an arc length of 230.63 feet to a point;
 - (7) North 60 degrees 43 minutes 46 second East, a distance of 280.26 feet to a point;
 - (8) Along an arc of a circle curving to the right, having a radius of 15.00 feet and an arc length of 25.95 feet to a point of the Southwesterly side of Sproul Road;
- Thence along the Southwesterly side of Sproul Road, North 20 degrees 10 minutes 19 seconds West, a distance of 70.90 feet to the first mentioned Point and Place of Beginning.

Containing 54,803 Sq. Ft. or 1.26 acres more or less

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

Sproul Road – Title Line to Right of Way

All that certain tract of land, situate in the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, bounded and described according to a Record Plan, prepared for First Lathrum Corp., prepared by Chambers Associates, Center Square, PA, dated September 29, 1988, last revised February 28, 1989, as follows to wit:

- Beginning at a point on the title line in the bed of Sproul Road, said point being the First Mentioned Point and Place of Beginning;
- Thence from the First Mentioned Point and Place of Beginning, along the title line in the bed of Sproul Road, South 24 degrees 18 minutes 52 seconds East, a distance of 346.95 feet to a point;
- Thence continuing along the same, South 22 degrees 50 minutes 52 seconds East, a distance of 336.62 feet to a point;
- Thence leaving the title line in the bed of Sproul Road, South 37 degrees 29 minutes 37 seconds West, a distance of 59.29 feet to a point on the Southwesterly side of Sproul Road;
- Thence along the Southwesterly side of Sproul Road, North 25 degrees 07 minutes 17 seconds West, a distance of 171.44 feet to a point;
- Thence continuing along the same, North 25 degrees 07 minutes 16.2 seconds West, a distance of 204.14 feet to a point;
- Thence continuing along the same, North 20 degrees 10 minutes 16 seconds West, a distance of 333.15 feet to a point;
- Thence leaving the Southwesterly side of Sproul Road, North 60 degrees 43 minutes 46 seconds East, a distance of 42.25 feet to the first mentioned Point and Place of Beginning.

Containing 39,493 Sq. Ft. or 0.91 acres more or less

**TOWNSHIP OF HAVERFORD
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE PXXX - 2017

**AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, DELAWARE COUNTY,
PENNSYLVANIA, AMENDING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND
KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD,"
FURTHER SUPPLEMENTING CHAPTER 165, "TAXATION" AND ESTABLISHING
ARTICLE VI, "PROPERTY TAX CREDIT TO QUALIFYING VOLUNTEERS OF BON
AIR, BROOLINE, LLANERCHI, MANOA AND OAKMONT FIRE COMPANIES."**

WHEREAS, volunteer firefighters are the primary providers of fire protection services throughout the Commonwealth of Pennsylvania; and,

WHEREAS, due to increased training obligations and other factors, the number of volunteer firefighters in Pennsylvania has dramatically decreased in recent years, from an estimated 300,000 in 1976 to about 72,000 at present day; and,

WHEREAS, the annual cost to Pennsylvania taxpayers to replace volunteer firefighters with a paid fire service statewide has been estimated at \$6 billion; and,

WHEREAS, the annual cost to Haverford Township taxpayers to replace volunteer firefighters with a paid fire service is estimated at \$11,500,000; and,

WHEREAS, Act 172 of 2016, authorizes municipalities to adopt a tax credit for the volunteer firefighters who serve our community; and,

WHEREAS, by supporting volunteer firefighters, municipalities can help to sustain and strengthen volunteer fire departments throughout the Commonwealth and in Haverford Township, at a great savings to all taxpayers;

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED THAT:

SECTION I: The Administrative Code of Haverford Township, Chapter 165, is hereby supplemented to establish Article VI, as follows:

ARTICLE VI: Property tax credit to qualifying volunteers serving the Bon Air, Brookline, Llanerch, Manoa and Oakmont Fire Companies.

§165 - 70. Property tax credit.

Each qualifying volunteer of the Bon Air, Brookline, Llanerch, Manoa and Oakmont Fire Companies (the "fire companies"), who is certified as such in accordance with the provisions of this article, shall be entitled to receive a property tax credit of 20% per year. The credit shall only be applied to township real estate tax payable to Haverford Township.

§165 - 71. Qualifying Volunteer.

A qualifying volunteer shall be defined as a volunteer firefighter who has accumulated 200 service credits (as defined by an annual resolution) for the annual period of January 01 through December 31 and is jointly certified by his / her company Fire Chief and President. A qualifying volunteer must also be legally liable for property tax in Haverford Township (e.g., legal property owner), use the property located in Haverford Township as the primary residence and serve as an active volunteer as of December 31st of each year.

§165 - 72. Injured Volunteer Certification.

Act 172 of 2016 allows for an active volunteer who was permanently injured during a response to an emergency call and can no longer serve as an active volunteer due to that injury, but would otherwise be eligible for the tax credit to be considered eligible regardless of service credit requirements. The injured volunteer certification would remain in effect for the succeeding five (5) tax years.

§165 - 73. Recordkeeping

The Township will furnish uniform recordkeeping summary templates for volunteer applications and certifications. Each Fire Chief (or designee) shall establish and maintain service logs documenting all credit activity hours for each volunteer. These logs are subject to inspection by the municipality and other regulatory agencies (e.g., the Office of the State Fire Commissioner) and shall serve as the basis for the Chief and President's notarized list of volunteers who have met the criteria for a tax credit.

§165 - 74. Certification of Qualifying Volunteers

On or before January 15th of each year, interested volunteers shall sign and submit an application for certification to his / her respective Fire Chief. By December 15 of each year, each Company's Fire Chief and President must submit a notarized list of qualifying volunteers, along with copies of each

volunteer's annual application, to the Director of Finance of Haverford Township.

SECTION II: All township elected and appointed officials are authorized to take all actions necessary to ensure implementation and effect the purpose hereof.

SECTION III: Any and all ordinances and/or resolutions, or parts thereof, conflicting herewith are repealed insofar as matters herein affected.

SECTION IV: The provisions of this ordinance are severable, and if any clause, sentence, subsection or section hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgement or decision shall not affect, impair or invalidate the remainder, but shall be confined in its operation and application to the clause, sentence, subsection or section rendered. It is hereby declared the intent of the Board of Commissioners that this ordinance would have been adopted if such legal, invalid or unconstitutional clause, sentence, subsection or section had not been included herein.

SECTION V: This is effective ten (10) following final adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended or revoked by action of the Board of Commissioners of the Township of Haverford.

ADOPTED by the Township Board of Commissioners this xxx day of xxx, 2017.

Township of Haverford

Christopher Connell, President
Board of Commissioners

Attest:

Lawrence J. Gentile, Secretary

RESOLUTION 2065-2017

WHEREAS, the establishment of formalized financial policies are recommended practices of the Government Finance Officers Association of the United States and Canada as a means to assist elected officials in proper financial reporting; and

WHEREAS, the establishment of a formal capitalization policy was required under GASB Statement 34; and

WHEREAS, the Board of Commissioners (the "Board") desires to formally establish said policy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the following financial policy is hereby established and adopted:

I. Capital Asset Policy

A. Overview

The Township will maintain a capital asset policy that will meet external financial reporting requirements. Capital assets are recorded as expenditures in governmental funds at the time the assets are received and the liability is incurred. These assets will be capitalized at cost in the government-wide financial statements.

Capital assets are defined as land, improvements to land, buildings, building improvements, vehicles, machinery, equipment, infrastructure, and all other tangible or intangible assets that are used in operations and have a useful life extending beyond a single reporting period.

B. Capitalization

In general, all capital assets with an original cost of \$10,000 or more and an expected useful life in excess of one year will be subject to depreciation and capitalization. All costs with the purchase or construction should be considered, including ancillary costs such as freight and transportation charges, site preparation expenditures, and professional fees directly related to asset acquisition. Donated capital assets are recorded at estimated fair market value at the date of donation.

The capitalization threshold is applied to individual units of capital assets and not by purchases invoiced in total. Furthermore, the capitalization threshold will not be applied to components of capital assets but viewed rather on the completed asset as a whole.

Significant repairs that extend the useful life of the assets will be subject to capitalization if the repairs also meet the \$10,000 cost threshold.

Capital projects will be categorized as Construction in Progress until the project is substantially complete, accepted and placed into service.

C. Depreciation

The Township will utilize straight-line depreciation using half-year convention.

D. Recommended Lives

The Township has established recommended useful life for capital assets as follows:

Asset Classes:

Roads	20 years
Storm sewers	75 years
Recreation equipment	5 – 40 years
Traffic signals	5 – 30 years
Buildings	40 years
Vehicles	10 years
Building improvements	10 - 40 years
General improvements and equipment	5-20 years
Sanitary sewers	75 years

RESOLVED, THIS 14th day of August, A.D. 2017.

TOWNSHIP OF HAVERFORD

Christopher Connell, Sr., President
Board of Commissioners

Attest: _____
Lawrence J. Gentile
Township Manager/Secretary

RESOLUTION NO. 2066-2017

- WHEREAS,** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the “Pennsylvania Sewage Facilities Act”, as amended, and the rules and regulations of the Pennsylvania Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management; and
- WHEREAS,** a total 60,937 gallons per day associated with the development of the Haverford Reserve has been accepted by Radnor Haverford Marple Sewer Authority, Springfield Township and Darby Creek Joint Authority to flow into the Darby Creek Basin sewerage system; and
- WHEREAS,** 71,882 gallons per day were originally approved to flow into the Cobbs Creek Basin, which flow was reduced to approximately 24,248 gallons per day by Resolution No. 1690-2008 and further reduced to 10,945 gallons per day by Resolution No. 1876-2013 as the total flow into the Cobbs Creek Basin; and
- WHEREAS,** the total metered and projected flows are re-calculated from 71,882 gallons per day to 46,700 gallons per day based on water consumption data and the projected buildout; and
- WHEREAS,** the total projected flows of 46,700 gallons per day are less than the available capacity of 60,937 gallons per day in the Darby Creek basin; and
- WHEREAS,** the revised total flow of 46,700 gallons per day will be treated at the City of Philadelphia’s Southwest Water Pollution Control Plant as previously approved; and
- WHEREAS,** said development will be served by sewer tap-ins; and
- WHEREAS,** the projected flows will not exceed the design and/or permitted capacity of the Darby Creek system; and
- WHEREAS,** Haverford Township found that the development described in the Sewage Facilities Planning Module conformed to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management; and
- WHEREAS,** the Department approved the Sewage Facility Planning Module on January 17, 2006; and
- WHEREAS,** Haverford Township is revising the Sewage Facility Module to address the re-allocation of the sewage flows as described herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the revised sewage facilities planning module is hereby adopted and the submission of the revised module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the Sewage Facility Planning Module for Haverford Reserve, previously approved on January 17, 2006, and last revised on February 11, 2013.

RESOLVED this 14th day of August, 2017.

TOWNSHIP OF HAVERFORD

BY: CHRIS CONNELL
 President
 Board of Commissioners

Attest:

Lawrence Gentile
Township Manager/Secretary

MUTUAL AID AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017, by and between the **TOWNSHIP OF LOWER MERION**, a Township of the First Class of the Commonwealth of Pennsylvania, having its principal place of business at 75 E. Lancaster Avenue, Ardmore, Montgomery County, Pennsylvania, 19003-2323

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The **TOWNSHIP OF HAVERFORD**, a home rule municipality of the Commonwealth of Pennsylvania, having its principal place of business at 2325 Darby Road, Havertown, Delaware County, Pennsylvania 19083,

NOW THEREFORE,

WHEREAS, each of the parties hereto has an interest in the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties owns and/or controls and maintains equipment and retains and/or supports personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, in the event of a major fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of a major fire, disaster, or other emergency; and

WHEREAS, the facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency;

NOW, THEREFORE, the parties hereto, in accordance with the terms, conditions, and provisions of this Agreement, and by the authority granted each party hereto under the Intergovernmental Cooperation Law, 53 Pa.C.S.A. § 2301, *et seq.*, and with the full intent to be legally bound hereby, agree as follows:

1. The purpose of this Mutual Aid Agreement is to provide mutual assistance to the parties for control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the event of a major fire, disaster or other emergency.
2. **REQUEST FOR ASSISTANCE:** The Commanding Officer or Incident Commander of the party (the “requesting party”) at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from the other party to this Agreement (the “responding party”) if and when confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's facilities.
3. **RESPONSE TO REQUEST:** Upon receipt of a request as provided above, the Commanding Officer, or other designated responsible person as provided within the responding party’s chain of command, shall immediately take the following action:
 - A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the type of equipment and number of personnel available.
 - B. Determine what available equipment and what available personnel should be dispatched, in accordance with the plans and procedures established by the parties.
 - C. In the event the requested equipment and/or personnel are available, then the responding party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - D. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the requesting party of such fact.
4. **COMMAND RESPONSIBILITY AT EMERGENCY SCENE:** The Incident Commander of the requesting party at the scene of the emergency shall be in command of the operations and the equipment and personnel sent by the responding party; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander specifically requests a senior officer of the responding party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.
5. **QUALIFICATIONS & CERTIFICATIONS:** The parties agree that any and all personnel acting under the scope of this Agreement who, during the response to any emergency encounter a situation which may constitute an immediate danger to life and health (IDLH) or any party utilizing a self-contained breathing apparatus (SCBA) must, at a minimum, maintain appropriate certification from the National Fire Protection Association (NFPA) as a 1001 level 1 certified firefighter and must possess a current Hazardous Materials Operations certificate, in accordance with NFPA 472 standards. Either party to this Agreement shall, upon request from the other party, provide proof of

such certifications for any and all personnel responding under the terms of this Agreement.

6. **LIABILITY:** The parties agree that the requesting party shall assume liability for and hold the responding party harmless from any and all liabilities, which arise out of command decisions or judgments. Notwithstanding the foregoing, each party hereto agrees to assume responsibility for liabilities arising out of or relating to the direct action of its own personnel and to hold the other party harmless therefrom as to any action relating to performance under this Agreement.
7. **POST RESPONSE RESPONSIBILITY:** Upon completion of any assistance provided under this Agreement, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the responding party upon release by the requesting party, or upon demand by the responding party for return of said equipment and personnel.
8. **COMPENSATION:** Each party agrees that it will not seek from the other party any compensation for services rendered under this Agreement. Further, each party hereto shall retain full responsibility for the payment of wages and other compensation and for carrying workmen's compensation upon said their respective employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.
9. **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel, and to provide proof of same upon request by either party hereto.
10. **PRE-INCIDENT PLANNING:** The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types and locations of potential areas where emergency assistance may be needed, the type of equipment and number of personnel that should be dispatched under such circumstances, and the training which may be conducted to ensure efficient operations under this Agreement. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.
11. **SHARED PURCHASING:** There shall be no joint or cooperative acquisition, holding or disposal of real or personnel property under the terms of this Agreement.
12. **TERMINATION:** A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in said written notice. Such written notice shall automatically terminate this Agreement on the date specified.

- 13. **AGREEMENT NOT EXCLUSIVE:** This agreement is not intended to create an exclusive relationship as between the parties hereto. Either of the parties may, as necessary or expedient, enter into additional Mutual Aid Agreements with other parties. Entry into such separate Agreements shall not alter or modify the terms and conditions of this Agreement, which may only be altered or amended by written addendum between the parties hereto.

- 14. Nothing in this Agreement shall be construed as creating any obligation on the part of either party to provide equipment or personnel to the other party in the event that a party is unable to provide response to the requesting party due to pre-existing emergency response within the geographical limits of the responding party, or the limits of any other territory with whom responding party may be acting under terms of a similar Mutual Aid Agreement, or for any other reason as determined by the Commanding or ranking officer of the responding party. The parties hereto intend that response under the terms of this Agreement shall, at all times, be under and subject to the circumstances then faced by the party requested to respond, and that, due to the nature of emergency response, such party cannot and does not hereby make any assurances that it may be able or available to provide any such assistance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above, with the intent to be bound hereby.

ATTEST:

TOWNSHIP OF HAVERFORD

By: _____

ATTEST:

TOWNSHIP OF LOWER MERION

By: _____

2018 BUDGET ADOPTION SCHEDULE

1. **Presentation of Manager's Budget to the Board of Commissioners on or before Tuesday, October 31, 2017.**

2. **FIRST SPECIAL BUDGET MEETING OF THE BOARD**

**MONDAY, NOVEMBER 20 2017
7:00 P.M.**

Availability of the 2018 Preliminary Budget, including Capital Program and Capital Budget. Advertisement will include a summary of the budget submitted by the Township Manager by major category.

3. **SECOND AND FINAL PRESENTATION/ADOPTION OF THE 2018 BUDGET**

**MONDAY, DECEMBER 11, 2017
7:00 P.M.**