

WORK SESSION

IMMEDIATELY FOLLOWING REORGANIZATION

BOARD OF COMMISSIONERS

MONDAY, JANUARY 3, 2011

Ordinance No. P24-2010	Anti Discrimination (1st Reading)
Ordinance No. P27-2010	Traffic (2nd Reading)
Ordinance No. P1-2011	Historical Commission Member Increase (1st Reading)
Resolution No. 1780-2011	Fee Schedule
Resolution No. 1781-2010	Act 537 Sewer Module for D&G Development Bon Air and Royal Avenue

Agreement between the Township and Llanerch Quarry regarding the abrogation of sanitary sewer easements and acknowledgement that the street rights of way were never dedicated to the Township.

Contract Awards

**Chief Carmen Pettine
New Phone System for Township Building – savings of \$3,000 per month
Police Impound/Tow
Indoor Recreation and Environmental Center (see attached)**

REMINDERS

**PUBLIC HEARING – 7 p.m. – JANUARY 10, 2010 - HISTORICAL
COMMISSION MEMBERS**

**PROCLAMATIONS – U.S. MARINES - TOYS FOR TOTS
Kevin Clancy – Head Coach, Strath Haven Football**

ORDINANCE NO. P1-2011

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", CHAPTER 182, ZONING, ARTICLE XIII, BY INCREASING HISTORICAL COMMISSION FROM SEVEN MEMBERS TO NINE MEMBERS.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is enacted and ordained by the authority of the same:

SECTION 1. Text Amendments

Chapter 182, Article 1305 of the General Laws of the Township of Haverford (hereafter "the General Laws") is hereby amended to read as follows:

1305. HAVERFORD TOWNSHIP HISTORICAL COMMISSION

A. Establishment and Membership. There shall be a Historical Commission which shall consist of ~~seven~~ **nine** members who shall be appointed by the Board of Commissioners. The membership of the Historical Commission shall include individuals who are residents of the Township and have documented knowledge and/or expertise in history, archeology, architecture, or historic preservation. Whenever practicable, the Board of Commissioners shall seek to have at least one licensed architect on the Historical Commission. At least one member shall be a member of the Planning Commission. Each Historical Commission member shall serve for a term of four (4) years which shall be so fixed that no more than ~~two~~ **(2) three (3)** terms shall expire each year. Initially, two members shall be appointed for four years, two members shall be appointed for three years, two members shall be appointed for two years and one member shall be appointed to a one-year term. **The terms of the new members added after the initial establishment of the seven-member Historical Commission shall run concurrent with single member term expiration such that on the fifth year following the creation of the Commission, three terms will expire.** The Historical Commission shall notify the Board of Commissioners of any vacancies in the Historical Commission and the Board of Commissioners shall act within 90 days to fill those vacancies. Appointments to fill vacancies for unexpired terms shall be only for the unexpired portion of the term. Members shall serve without pay, but shall be reimbursed for any personal expenditure in the conduct of Historical Commission business when authorized by the Board of Commissioners.

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

ADOPTED this day of , 2011.

TOWNSHIP OF HAVERFORD TOWNSHIP

BY:

**President
Board of Commissioners**

**Attest: Lawrence Gentile
Township Manager/Secretary**

RESOLUTION NO. 1780-2011

WHEREAS, the Township of Haverford is a Township of the First Class, in the County of Delaware, Commonwealth of Pennsylvania; and

WHEREAS, the Board of Commissioners of the Township of Haverford authorized by the laws of the Commonwealth of Pennsylvania to charge appropriate costs certain public services; and

WHEREAS, the Board of Commissioners wishes to provide a comprehensive fee schedule for the convenience and ease of the general public in determining Township fees for the cost of said services.

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

Type	Fee
A. Administrative costs.	
Photocopying, per page	\$0.25
Tax certification, per year	\$5.00
Returned check charge	\$35.00
B. Alarms.	
False alarms	
3 or more per calendar year, each alarm	\$300.00
C. Amusement and entertainment.	
(1) Jukeboxes and mechanical amusement devices:	
Annual license fees	
1 to 3, each item	\$150.00
Each item in excess of 3	\$250.00
Pool table annual license fees	
1 to 3, each pool table	\$150.00
Each pool table in excess of 3	\$300.00
Jukeboxes, mechanical amusement devices and pool tables in premises owned by a nonprofit organization, each item	\$25.00
Replacement of lost or destroyed seal, stamp or decal, each item	\$5.00
(2) Circuses and carnivals	
Each theatrical exhibition, per performance	\$5.00
Each concert, per performance	\$25.00
Each jugglery exhibition, per performance	\$5.00
Each circus and menagerie combined, per 1 day	\$250.00

	Each outside show accompanying a circus or menagerie, per 1 day	\$25.00
	Each carnival, per day	\$200.00
	Each boxing or sparring exhibition, per 1 day	\$200.00
(3)	Any other entertainment/recreation for which a price of admission is charged	
	Skating rink, per calendar year	\$50.00
	Exhibition, recreation hall or club, per year	\$50.00
	Dance hall or club, Per day	\$10.00
	Per year	\$100.00
	Religious educational and charitable organizations holding an entertainment or exhibit, per day	\$50.00

D.	Bathing places, public.	
	Annual license and inspection fee	\$150.00

E.	Building construction.	
(1)	Plan review fees:	
	<i>Building</i>	
	New construction, Residential :	\$100.00
	Additions and Alterations over \$50,000 of construction value	\$ 50.00
	Nonresidential and multi-family buildings, per hr	\$ 85.00
	Accessibility	\$200.00
	<i>Engineer's escrows</i>	
	Steep slope of floodplain reviews	\$2,000.00
	Grading and storm water management up to:	
	10,000 square feet lot area affected	\$1,000.00
	10,001 to 50,000 square feet affected area	\$2,500.00
	Over 50,000 square feet lot area affected	\$5,000.00
	<i>Subdivisions and land development:</i>	
	Minor subdivisions where no new public improvements are proposed	\$1,200.00
	Minor subdivisions where public improvements are proposed	\$2,500.00
	Major subdivisions:	
	Up to 20 lots	\$3,000.00
	Each additional 20 lots	\$2,000.00
	Land developments	\$3,500.00

(2) **Building Permit/Inspection fees:**

Residential:

New construction:

First \$10,000.00 \$20.00

per \$1,000.00

Over \$10,000.00 \$15.00

per \$1,000.00

Alterations and repairs:

First \$10,000.00 of cost ~~\$15.00~~ \$20.00

per \$1,000.00 over \$10,000.00 of cost ~~\$10.00~~ \$15.00

Sheds ~~\$25.00~~

Decks, detached garages ~~and sheds~~:

First 150 square feet ~~\$25.00~~ \$75.00

Each additional 100 square feet \$10.00

Roofing, siding, windows and doors:

One item \$75.00

HVAC installations, per \$1,000.00 of cost ~~\$15.00~~ \$20.00

Each additional item \$10.00

Re-inspection for violations/noncompliance,
per inspection \$100.00

Nonresidential and multifamily buildings:

New construction:

First \$20,000 of cost \$25.00

per \$1,000.00 over \$20,000 of cost \$20.00

Alterations and repairs (including roofing
and siding) per \$1,000.00 of cost \$20.00

Accessory structures:

First 200 square feet \$50.00

Each additional 100 square feet ~~\$10.00~~ \$15.00

Curb and sidewalk repairs, per \$1,000 of cost \$50.00

Re-inspection for violations/noncompliance,
per inspection \$100.00

Signs:

Wall signs ~~\$50.00~~ \$100.00

Freestanding signs ~~\$100.00~~ \$150.00

Temporary signs \$100.00

Swimming pools:

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

Aboveground pools ~~\$50.00~~ \$75.00

Fencing:

First 100 linear feet	\$20.00 \$40.00
Each additional 100 linear feet	\$5.00 \$10.00

Demolition permits:

First 2,000 square feet of building area	\$100.00
Each additional 2,000 square feet	\$75.00

Certificate of use and occupancy:

New construction:	
Single-family dwelling	\$50.00
Nonresidential and multifamily Dwelling	\$100.00
Change of ownership/occupancy:	
Applications received with more than 30 days processing time, per unit	\$75.00
Applications received with less than 30 days processing time, per unit	\$105.00
Each re-inspection	25.00
Zoning Certification Letter	\$100.00

(3) **Electric permits:**

All new installations, alterations to existing and additional electrical per \$1,000.00	\$20.00
Reinspections to correct violations	\$20.00

(4) **Plumbing permits:**

Water service connections from house to curb, per 100 feet	\$30.00 \$60.00
Sewer service connections from house to curb, per 100 feet	\$60.00
On-site sanitary systems (excludes engineers review)	\$100.00
Private Wells	\$100.00
All new installations, alterations and additions to existing and additional plumbing per \$1,000.00	\$20.00

F. **Contractors, licensing of (per calendar year).**

Master plumber or electrician	\$60.00
General, sign, lawn care, swimming pool paving or subcontractors	\$60.00
Property manager, decorator	\$60.00
Journeyman plumber or electrician, chief plant electrician, oil burner or refrigeration service dealer	\$15.00
Apprentice plumber or electrician	\$7.50

G.	Electrical standards, annual permits.	
	Routine repairs, maintenance or replacement at a predesignated site per calendar year	\$150.00
H.	Erosion and sediment control.	
	Up to 1 acre of land graded or disturbed, exceeding 1/2 acre	\$50.00
	Each acre exceeding 1 acre up to 10 acres	\$15.00
	Each acre exceeding 10 acres	\$5.00
	Engineering escrows are also required per Building Construction Plan Review Fee Schedule [Subsection E(1) above.]	
I.	Explosives.	
	Blasting permit, each ten-day period	\$500.00
	Storage of explosives, per-calendar year	\$1,000.00
J.	Fire prevention fees.	
	Annual fire prevention inspections:	
	Buildings up to 1,500 square feet	\$50.00
	Buildings 1,500 square feet to 3,000 square feet	\$75.00
	Each additional 2,000 square feet to 9,000 square feet	\$15.00
	All structures over 9,000 square feet	\$300.00
	Reinspection for corrections to defects	\$30.00
	Failure to appear for scheduled inspection	\$50.00
	Depositions and/or expert testimony at court appearances:	
	Consultation: two-hour minimum, per hour	\$65.00
	Deposition: four-hour minimum, per hour	\$40.00
	Fire Investigation Reports	\$50.00
	Fire Investigation Photos – Per 12 exposure roll	\$50.00
	Permits:	
	Application fee	\$20.00
	Use and occupancy inspections (initial application)	\$25.00
	Tank Permits (removal or installation)	\$60.00
	All other high-hazard permits, per the Fire Prevention Code, per \$1,000.00 of cost	\$20.00
	High-hazard/multi-dwelling-unit buildings:	
	0 to 25 dwelling units	\$150.00
	26 to 50 dwelling units	\$200.00
	51 to 75 dwelling units	\$225.00
	76 to 100 dwelling units	\$250.00
	101 to 150 dwelling units	\$275.00
	Each additional 100 units	\$50.00

K.	Food and drink.	
	Public eating and drinking place or food establishment license fee, per calendar year	\$10.00
	Public eating and drinking place or food establishment annual inspection fee:	
	Less than 1,500 square feet floor area (nonperishable packaged food and drink only)	\$40.00
	Less than 1,500 square feet floor area (perishable food and drink)	\$90.00
	1,501 to 2,500 square feet floor area	\$165.00
	2,501 to 5,000 square feet floor area	\$290.00
	5,001 to 7,500 square feet floor area	\$390.00
	7,501 to 10,000 square feet floor area	\$515.00
	10,001 to 15,000 square feet floor area	\$665.00
	Over 15,000 square feet floor area	\$815.00
	Food vending vehicle or food vending equipment annual license fee	\$5.00
	Food vending vehicle or food vending machine annual inspection fee,	
	First 2 machines at each location, each machine	\$15.00
	Each additional machine	\$10.00
	Vehicles, each	\$45.00
	Ice vending vehicle or ice vending equipment annual license fee, per calendar year	\$5.00
	Ice vending vehicle or ice vending processor annual inspection fee	\$20.00
	<u>Eating and drinking establishments (sit down dining)</u>	
	With less than 49 seats	\$200.00
	With 50-199 seats	\$250.00
	With 200 or more seats	\$350.00
	<u>Eating and drinking establishments with retail sales</u>	
	<u>Applicable retail fee + eating and drinking establishment fee</u>	
	Take out facilities (no seating)	\$200.00
	Bakery only	\$100.00
	<u>Retail food facilities</u>	
	(e.g. - grocery stores, mini marts, convenience stores)	
	1,500 square feet or less of floor area	\$100.00
	1,501 to 2,500 square feet of floor area	\$250.00
	2,501 to 5,000 square feet of floor area	\$300.00
	5,001 to 7,500 square feet of floor area	\$390.00
	7,501 to 10,000 square feet of floor area	\$515.00
	10,001 to 15,000 square feet of floor area	\$665.00

Over 15,000 square feet of floor area	\$815.00
<u>Retail food having take out or sit down dining</u>	
Applicable retail fee, Plus	\$200.00
Commissaries (including caterers)	\$250.00
Mobile food vendors, per vehicle	\$125.00
Nonprofit charitable operation	\$ 45.00
<u>Temporary food service/special event</u>	
1 to 5 food vendor booths	\$ 85.00
Each additional booth	\$ 20.00
Seasonal Farmers Market Vendor	\$100.00

L.	Garbage, rubbish and refuse.	
	Private refuse collectors' annual fee, each truck	\$50.00
	Bulk Trash collection, for 1-5 items, per item	\$16.00
	6-10 items, flat total fee	\$86.00
M.	Housing standards.	
	Annual housing license	\$50.00
	Housing license inspection or re-inspection fee, per unit	\$30.00
	Failure to Appear for Scheduled Inspection	\$50.00
N.	Parades and outdoor gatherings.	
	Permit fee, per event	\$20.00
O.	Parks and playgrounds.	
	Seasonal adult ballfield permits	\$400.00
P.	Peddling and soliciting.	
	Soliciting or peddling license by a township resident/landowner at their primary residence or owned property within Haverford Township, each two-day period (except Christmas tree sales)	\$50.00
	Soliciting or peddling by a township resident at a location other than their primary residence or owned property within Haverford Township, or by a nonresident each two-day period (except Christmas tree sales), per location	\$150.00
	Christmas tree sales, 45 days maximum	\$100.00
Q.	Poles.	

	Erect any telephone, telegraph, electric light or power pole	\$35.00
R.	Police services.	
	Photographs, each	\$15.00
	Police incident report	
	Each copy	\$10.00
	For senior citizens (65 years and older)	\$5.00
	Police accident investigation report	
	Each 2 pages	\$10.00
	For senior citizens (65 years and older), each 2 Pages	\$5.00
	Copies of any other files/reports per page, plus the cost of postage and administrative fee of \$10 per hour	\$0.50
	Police details, administration fee	\$10.00
	Per hour rate, per officer	\$80.00
	Civil Service - Entry level applicants	\$35.00
	Fingerprinting service	
	civilians – non-arrest related	\$35.00
S.	Sewage and drainage facilities.	
	Sewer service connection fee	\$1,500.00
T.	Skating rink	
	Public skating	
	Adult, 7 years and over (1 1/2 hours)	\$7.00
	Children, 6 years and under (1 1/2 hours)	\$5.00
	Hourly group ice rental:	
	Prime time, per hour	\$325.00
	Off-prime hours, per hour	\$300.00
	Birthday parties, includes	
	skate rental and food	
	8 guest and birthday child	\$175.00
	Per person fee over 8 guests	\$12.00
	Family membership books:	
	Haverford Township residents	\$55.00
	Nonresidents	\$60.00
	Including skate rental	\$10.00
	Inter-County Scholastic	
	Hockey League games,	
	Hourly rate for league games	\$325.00
	Skate rental	\$2.00

U.	Subdivision and land development.	
	Minor subdivisions, each submission	\$500.00
	Major subdivisions, each submission	
	5-10 lots	\$1,000.00
	11-25 lots	\$1,500.00
	26 or more lots	\$2,000.00
	Land developments, per 20,000 square feet of lot area, plus \$100.00 per tenant/leasehold	\$1,500.00
	[Note: See also Subsection E(1), Engineering escrows.]	
V.	Streets and sidewalks.	
	Permit administration fee	\$ 20.00
	Excavations/opening of a public right-of-way:	
	Per 10 square foot cut of an unimproved surface	\$10.00
	Per 10 square foot cut of an improved surface	\$13.00
	Plus:	
	Improved surface restoration, requires a dollar for dollar escrow.	
	Unimproved surface restoration, requires an escrow of \$50.00 per \$1,000.00 of cost.	
	Street degradation fee for improved surfaces	\$100.00
	Additional degradation fee if surface paved within the past five years:	
	Per linear foot if paved within 1 year	\$34.00
	Per linear foot if paved within 2 years	\$28.00
	Per linear foot if paved within 3 years	\$22.00
	Per linear foot if paved within 4 years	\$16.00
	Per linear foot if paved within 5 years	\$10.00
	Road closing to traffic:	
	Per hour, first 24 hours	\$5.00
	Per day, each additional day	\$40.00
	Right-of-way occupancy:	
	First 24 hours	\$80.00
	Per day, each additional day	\$10.00
	Special inspections, per hour	\$25.00
	Oversize or overweight loads, per day	\$500.00
	Sidewalk and curb construction or Replacement, each 50 foot	\$50.00
	Petition to Open or Vacate Streets	
	Filing Fee	\$575.00
	Professional Services fee, per hour	\$220.00

W.	Telecommunications.	
	Wireless Communication Facilities.	
	Application fee per each facility in a right-of-way	\$330.00
	Per each other wireless communication facility	\$650.00
	Annual right-of-way (ROW) use fee	\$190.00
	Annual fee per authorized attachment to any single Township structure in the ROW	\$275.00
	Rental fees for attachment to Township structures outside of a ROW are negotiable, but not less than market rates.	
	Professional services escrow deposit	\$2,500.00
X.	Zoning Hearing Board applications, appeals.	
	Residential additions, private garages, fences & sheds	\$350.00
	Nonresidential accessory signs or other accessory structures	\$500.00
	Subdivision related variances & new construction	\$500.00
	All other applications and/or appeals	\$2,000.00
Y.	Finance.	
	Collection of delinquent trash fee	\$15.00
	Filing and satisfying of liens	\$80.00
	Interest rate on liens	10% annual
	<u>Tax Certification or Payoff Calculation Fee, per year</u>	\$ 5.00
	Tax Certification rush service (a \$10.00 flat additional fee for fax and those needed in less than 7 working days)	
	Returned check charge	\$35.00
	Finance Charge on all unpaid invoices over 60 days	15% annual
Z.	Hearings before the Board of Commissioners.	
	Conditional Use	\$1,500.00
	Validity Challenges/Curative Amendments	\$2,000.00
	Change of Zoning Classification	\$2,500.00
	<u>Intermunicipal Transfer of Liquor License</u>	
	<u>Application</u>	\$1,500.00
AA.	Miscellaneous Fees.	
	Record requests and reproduction	
	Document search – hourly rate	\$25.00
	Witness Appearance (in addition to record fees)	
	First 3 hours, including travel	\$75.00
	Additional hour or portion thereof	\$25.00
	Mileage	Current IRS rate

DVD of Commissioners' meetings

\$35.00

RESOLVED, this 10th day of January, A.D., 2011.

TOWNSHIP OF HAVERFORD

BY:

President
Board of Commissioners

Attest: Lawrence J Gentile
Township Manager/Secretary

RESOLUTION NO. 1781-2011

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the rules and regulations of the Pennsylvania Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management; and

WHEREAS, the Township of Haverford proposes to revise its Sewage Facilities Plan (ACT 537 Plan) by executing a sewage facilities planning module for the addition of - 262.5 gallons per day (1 EDU) in the Darby Creek Drainage System, associated with the demolition and reconstruction of the existing residence and construction of one new residence at the southeast corner of Bon Air Road and Royal Avenue, Havertown, Haverford Township, Delaware County, PA; and

WHEREAS, said development will be served by sewer tap-ins; and

WHEREAS, the projected flows will not exceed the design and/or permitted capacity of the said Darby Creek system; and

WHEREAS, Haverford Township finds that the development described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the said sewage facilities planning module is hereby adopted and the submission of the module is authorized for submission to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the Township of Haverford.

RESOLVED this 10th day of January, A.D., 2011.

TOWNSHIP OF HAVERFORD

BY: _____
President
Board of Commissioners

Attest: Lawrence J. Gentile
Township Manager/Secretary



Automated Office Systems, Inc.

DEC 21 2010

Invoice 20101220
Date - December 20, 2010

Sold To

Haverford Township
Lawrence J. Gentile
2325 Darby Road
Havertown, PA 19083

Phone 610-446-1000 x208

Ship To

Haverford Township
Lawrence J. Gentile
2325 Darby Road
Havertown, PA 19083

Phone 610-446-1000 x208

<u>Line</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	1	Allworx 24x Phone System and Network Server for up to 24 users. System is expandable up to 150 users. Includes a T1/PRI interface with mirror drive.	1,953.00	1,953.00
2	1	User Upgrade Option - Used for expanding the Allworx 24x system from 25 to 48 users.	1,000.00	1,000.00
3	1	User Upgrade Option - Used for expanding the Allworx 24x or 48x system from 49 to 100 users.	1,000.00	1,000.00
4	1	Software Option 6x - Call Assistant live answer position that runs on a PC and works in conjunction with Allworx phones (required when using TAPI Driver).	400.00	400.00
5	1	Conference Center Software Option - Conference Center with administrator and user controlled security, scheduling and moderation on a centralized easy-to-use web portal.	800.00	800.00
6	23	Allworx 9212 VoIP Phone with 12 programmable buttons.	185.00	4,255.00
7	12	Allworx 9224 VoIP Phone with 24 programmable buttons.	255.00	3,060.00
8	1	Allworx Tx 92/24 - Expansion unit for the Allworx 9224 adding 24 Programmable Function Keys per Tx unit. Up to three Tx units may be attached to each 9224 phone.	119.00	119.00
9	1	Allworx 24x Software Upgrade License special promotion for existing customers	1,000.00	1,000.00
10	1	Upgrade Option - Upgrade an Allworx server from Advanced Multi-Site - Branch to Advanced Multi-Site - Primary.	400.00	400.00
11	35	14 ft. Cat5e Network Patch Cable - Black	3.60	126.00
12	1	Allworx 6x Software Upgrade License 5 year Special Promotion for existing customers. Promotion expires 12/31/10	600.00	600.00
13	1	Allworx 24x Software Upgrade License special promotion for existing customers	1,000.00	1,000.00
			SubTotal	15,713.00
			Tax	0.00
			Shipping	0.00
			TOTAL	15,713.00



PAETEC

PAETEC Integrated Solutions Group, Inc.

Plymouth Meeting Campus
4000 Chemical Road
Plymouth Meeting, PA 19462
484.567.9021
thomas.gregoire@paetec.com

Purchase Order Agreement

****Pricing Valid for 30 Days****

Bill To:	Ship To:	Order #	ISGQ23930
Haverford Township	Haverford Township	Date	12.28.10
Lawrence Gentile 2325 Darby Road Havertown, PA 19083	Lawrence Gentile 2325 Darby Road Havertown, PA 19083	ISG Rep	Thomas.Gregoire
610-446-1000	610-446-1000	Dept.	
		F.O.B	
		Terms	Net 30
		P.O. #	

DEC 28 2010

Line	Qty	Description	Unit Price	Ext. Price
1	1	48x Rhone System and Network Server for up to 48 users. Note: System is expandable up to 250 users, see options below. Includes two optional integrated T1/PRI interfaces with a solid state drive, 3 FXO ports and 5 FXS ports	\$3,990.00	\$3,990.00
2	1	4-year Extended Warranty and 5-year Software Upgrade License Package	\$2,200.00	\$2,200.00
3	1	Site survey charges for Allworx implementation	\$300.00	\$300.00
4	1	ALLWORX KEYCODE 48x/24x User Upgrade Option — Expand the Allworx 48x and 24x systems from 49 to 100 users	\$1,800.00	\$1,800.00
5	1	ALLWORX KEYCODE 48x/24x Software Option — A live answer position (e.g., attendant console) that runs on a PC and works in conjunction with Allworx phones (required when using Allworx Tapi Driver)	\$850.00	\$850.00
6	1	ALLWORX KEYCODE Software Option — Conference center with administrator and user controlled security, scheduling and moderation on a centralized easy-to-use web portal	\$1,250.00	\$1,250.00
7	23	PAETEC branded IP phone — 12 programmable buttons (1 unit/box)	\$269.00	\$6,187.00
8	23	4-year Extended Warranty	\$32.00	\$736.00
9	23	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone	\$6.99	\$160.77
10	12	PAETEC branded IP phone — 24 programmable buttons (1 unit/box)	\$339.00	\$4,068.00
11	12	4-year Extended Warranty	\$40.00	\$480.00
12	12	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone	\$6.99	\$83.88
13	1	Expansion unit for the PAETEC 9224 phone adding 24 PFKs (Programmable Function Keys) per Tx unit. Up to three Tx units may be attached to each PAETEC 9224 phone (1 unit/box)	\$119.00	\$119.00
14	1	4-year Extended Warranty	\$20.00	\$20.00
15	1	4-year Extended Warranty and 5-year Software Upgrade License Package for Allworx 24X	\$2,200.00	\$2,200.00
16	1	ALLWORX KEYCODE 48x/24x Upgrade Option — Upgrade an Allworx server from Advanced-Multi Site – Branch to Advanced Multi-Site – Primary. Requires serial number for verification of eligibility	\$650.00	\$650.00

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Line	Qty	Description	Unit Price	Ext. Price
17	1	1-year Software Upgrade License	\$1,000.00	\$1,000.00
18	1	Installation & configuration	\$6,475.00	\$6,475.00
			SubTotal	\$32,569.65
			Sales Tax	TBD
			Shipping	TBD
			Total	\$32,569.65

Accepted by Customer	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Accepted by PAETEC Integrated Solutions Group, Inc.	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Required Purchase Information	
<p>PAETEC shall not process any Purchase Order Agreement without the Customer's signature below verifying the transaction type of the Products ordered from PAETEC:</p>	
<p>Cash Purchase: _____ EFS Lease: _____ Direct Lease: _____</p>	
<p>Any Purchase Order Agreement involving either an EFS Lease or a Direct Lease requires Customer to execute a separate Lease Agreement and provide to PAETEC the valid credit and order confirmation from the Customer's leasing organization.</p>	
<p>Any Purchase Order Agreement involving a cash purchase transaction is subject to credit verification before the Customer's Order can</p>	

There are additional Terms and Conditions applicable to the Products you purchased provided at www.paetec.com/notice/terms.html that are incorporated into and form a binding part of this Agreement.

Purchase Order Agreement Terms & Conditions

1. **Scope.** This Purchase Order Agreement (Agreement or Order) applies to all of the Products you have ordered from PAETEC as listed above. Additional Terms and Conditions applicable to the Products you have ordered are provided at <http://www.paetec.com/about-us/notice/isg.html> and are incorporated into and form a binding part of this Agreement.
2. **Price.** Customer agrees to pay in full all amounts due hereunder within thirty (30) days of the invoice date. Late Payment Charges will be billed at 1.5% per month of the overdue amount or the maximum lawful rate allowable, whichever is less. Customer agrees to pay all reasonable costs and expenses, including but not limited to, reasonable attorney fees, expenses, court costs and service charges, incurred by PAETEC in collecting any late payment. Customer also agrees to pay all applicable handling charges, interest charges, shipping charges, insurance charges, cancellation fees, or restocking charges, or any applicable sales, use, value added or privilege tax imposed on the sale or use of the Products ordered from PAETEC, all of which may be additionally invoiced to Customer. If Customer has provided PAETEC with a valid exemption certificate, PAETEC shall not invoice Customer for any applicable federal or state sales, use, value added or privileged tax. Exemption certificates not supplied in advance of the Customer Order will result in PAETEC invoicing Customer for the applicable taxes and transferring payment to the appropriate taxing authority. Tax Exemption certificates and updates may be sent to: 6000 Irwin Road, Mount Laurel, NJ 08056.
3. **Cancellation Policy.**
 - (a) **Pre-Shipping.** If Customer cancels any portion of its Order prior to the shipment date, Customer agrees to pay PAETEC a liquidated damage (not a penalty) totaling fifteen (15%) of the cancelled Order amount, plus any Cancellation Fee and/or Restocking Fee imposed on PAETEC by the applicable equipment manufacturer.
 - (b) **Post-Shipping of Product Before Installation.** If Customer cancels any portion of its Order after shipment has occurred but before installation, Customer shall receive a credit for the invoice amount of the cancelled portion of its Order minus (a) a liquidated damage (not a penalty) totaling fifteen percent (15%) of the invoice amount related to the cancelled portion of its Order, minus (b) any Restocking Fee or Cancellation Charge imposed on PAETEC by the applicable Product manufacturer, minus (c) all applicable shipping costs (original and return shipping costs).
 - (c) **Post-shipping of Product After Installation.** If Customer cancels any portion of its Order after shipment and installation have occurred, Customer shall not be entitled under any circumstances to receive a credit on the return of any Product to PAETEC.
4. **Title; Risk of Loss and Security Interest.** Title to equipment ordered by Customer shall pass to Customer upon payment in full of all invoiced amounts. Until PAETEC receives the full invoiced amount due hereunder from Customer, Customer grants to PAETEC a continuing purchase money security interest in the Products ordered under this Agreement, and Customer agrees to support PAETEC in the perfection of such security interest. Risk of loss or damage to the equipment ordered by Customer shall pass from PAETEC to Customer upon initial delivery by PAETEC or its suppliers to the delivery carrier ("FOB origin"). Unless Customer requests a different mode of transport, PAETEC will normally ship all Products to Customer by surface freight. Customer agrees to pay all transportation, handling, insurance and associated charges, including but not limited to, additional charges for non-standard shipment. PAETEC shall use commercially reasonable efforts to meet Customer's requested delivery dates, but PAETEC does not guarantee delivery dates. Customer shall be solely responsible to coordinate all delivery arrangement required to comply with project schedule dates.
5. **Delivery.** Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Products ordered from PAETEC. Customer is solely responsible for correcting any hazardous conditions that may adversely affect PAETEC personnel or the Products. PAETEC shall use commercially reasonable efforts to begin equipment delivery prior to the Scheduled Installation Date as set forth above. If PAETEC is unable to complete delivery and installation within sixty (60) days of the Scheduled Installation Date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND PAETEC SHALL RETURN TO CUSTOMER ANY AMOUNTS PREPAID BY THE CUSTOMER TO PAETEC FOR THE PRODUCTS. In such an event, PAETEC shall pay all applicable shipping charges to have the equipment returned to PAETEC. If Customer is unable or unwilling to schedule or accept delivery or installation on the date PAETEC tenders delivery or installation, PAETEC shall have the right to initiate billing for the installation and configuration, if applicable. PAETEC will provide installation and configuration services purchased by the Customer as described in the Order listed above. The amounts due hereunder, as of the date delivery or installation was tendered. Product prices and service charges are subject to change at PAETEC's sole discretion if Customer delays delivery or installation by more than thirty (30) days.
7. **WARRANTIES/DISCLAIMER.** NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAETEC DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY PAETEC. PAETEC WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL. IF SERVICES ARE NOT PERFORMED AS WARRANTED AND CUSTOMER NOTIFIES PAETEC IN WRITING WITHIN 30 DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT PAETEC WILL RE-PERFORM THE NON-CONFIRMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER IS AS SET FORTH IN THE LIMITED WARRANTY DELIVERED WITH THE PRODUCTS FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
8. **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF PAETEC, ITS AFFILIATES, SUBSIDIARIES AND SUPPLIERS FOR ANY CLAIMS, LOSSES OR DAMAGES OF WHATEVER NATURE (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) SHALL NOT EXCEED THE LESSER OF: (A) THE SPECIFIC REMEDY, IF ANY, PROVIDED IN THIS AGREEMENT OR (B) IF THIS AGREEMENT DOES NOT PROVIDE A SPECIFIC REMEDY, THE DIRECT PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE MONEY PAID BY CUSTOMER TO PAETEC FOR THE EQUIPMENT THAT DIRECTLY GIVES RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR PERSONAL INJURY PROVEN TO HAVE BEEN DIRECTLY CAUSED BY PAETEC'S SOLE NEGLIGENCE, PAETEC'S LIABILITY SHALL BE LIMITED TO PROVEN DAMAGES TO THE PERSON. IN NO EVENT SHALL PAETEC OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS OR LOST OR DAMAGED DATA, OR FOR CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE EQUIPMENT ("TOLL FRAUD"), OR FOR ANY SERVICES, OR ANY OTHER MATERIALS OR INFORMATION PAETEC PROVIDES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. FURTHERMORE, IN THE EVENT SERVICES OR ANY SERVICES ARE PROVIDED TO CUSTOMER FREE OF

PARTY'S NEGLIGENCE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THIS AGREEMENT.

9. Miscellaneous. PAETEC and Customer agree that the terms and conditions set forth in this Agreement govern Customer's order for any equipment and services as listed on the PAETEC Order. Any other terms and conditions, preprinted or otherwise, accompanying any Customer order for the equipment or service are hereby rejected and shall have no legal effect. This Agreement is the entire agreement between the parties with respect to all equipment and services ordered from PAETEC and supersedes all prior agreements, proposals or understandings, whether written or oral. This agreement may not be amended except by subsequent written agreement signed by authorized representatives of both parties. The construction, interpretation and performance of this agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Neither PAETEC nor the Customer will have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its reasonable control. If any provision of this agreement is declared invalid, the remaining provisions will remain in force. Modifications. Customer agrees that PAETEC may amend without notice the additional Terms and Conditions and documents posted at <http://www.paetec.com/about-us/notice/isg.html>, and such modifications will be binding on the Customer and effective upon posting.

10. Return Policy. When Customer is required to return any Product to PAETEC for warranty service, Customer agrees to obtain PAETEC's concurrence prior to returning any Product for repair or replacement and must reference any return material authorization number (RMA) issued by PAETEC on documentation accompanying such returned Product. Customer further agrees to ship the item prepaid and suitably packaged to a location designated by PAETEC. PAETEC will return to the Customer any repaired or replaced Products at PAETEC's expense. PAETEC is responsible for loss of, or damage to, Customer's Product while it is a) in PAETEC's possession or b) in transit back to Customer. Any returned Product becomes PAETEC's property and, subject to PAETEC's receipt of the exchanged Product, its replacement becomes Customer's property. The replacement Product may not be new, but will be in working order and equivalent to the item exchanged as determined in good faith by PAETEC. The warranty period for any Product described above shall be the remaining Product warranty period, if any, issued by applicable equipment manufacturer. Customer agrees to ensure that any returned Product is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Products are genuine and unaltered. Additional terms and conditions of the PAETEC Return Merchandise policy are provided at <http://www.paetec.com/about-us/notice/isg.html> and form a binding part of this Agreement.

11. Time and Materials. Customer acknowledges that all Time and Material cost quotes in this Agreement are estimates. PAETEC will invoice and Customer

Gloria Cugini

From: Tim Denny
Sent: Wednesday, December 29, 2010 12:50 PM
To: Gloria Cugini
Cc: Larry Gentile; Tim Denny; Brian Barrett
Subject: Contracts

For the agenda;

Contracts to be awarded for the Community Recreation Community Center being the lowest responsible bidders;

Plumbing – Apex – \$ 332,000
Electric – Vietri – \$ 617,589
Mechanical (HVAC) – TMI - \$ 1,200,000
General Contractor – Stubener - \$ 5,167.068

Tim Denny
Director of Parks and Recreation
Assistant Township Manager
610-446-9397

12/29/2010