### **BOARD OF COMMISSIONERS**

# AGENDA updated

# Monday, May 18, 2020 - 6:30 PM

### VIA ZOOM and Streamed LIVE on YouTube

### Pledge of Allegiance

- 1. Public Participation If you would like to participate in the meeting, please send an email to <a href="mailto:publiccomment@radnor.org">publiccomment@radnor.org</a>. This email address will only be monitored during the meeting. E-mails sent to this address during the meeting will be read into the record.
- 2. Consent Agenda
  - a) Disbursement Review & Approval
- 3. Committee Reports
  - A. Motion to Confirm the appointment of Robert V. Tate as Finance Director
  - B. Resolution #2020-57 King of Prussia Road/Eagle Road/Pine Tree Road Intersection Awarding the Civil Engineering Services Contract to Associated Engineering Concepts in the Amount of \$51,000
  - C. Resolution #2020 58 Roberts Road Culvert Authorizing Payment of Change Order #1 in the amount of \$36,860.14 to Loftus Construction, Incorporated.
  - D. Ordinance #2020 -11 (Introduction) Amending the Township Zoning Ordinance to provide setbacks for residential emergency generators and to provide regulations therefore.
  - E. Resolution #2020-59 Award the capital lease financing for three Public Works vehicles previously approved by the Board of Commissioners to Bank Funding, LLC at an interest rate of 1.850% for a term of five years
- 4. Reports of Standing Committees of the Board
- 5. New Business
  - a. Garrett Hill Overlay Zoning Changes (requested by Commissioner Farhy)
  - b. Commercial Marijuana Restrictions (requested by Commissioner Farhy)
  - c. Ban safe injection sites anywhere in Radnor Township. (requested by Commissioner Farhy).
  - d. Board vote to immediately open Radnor Township playgrounds for public use (and directing OEM to provide applicable safety guidelines for the public to follow); and directing the Director of Radnor Township Recreation & Community Programming Department to provide an in person children's summer camp for children of the Township (and directing the OEM to provide applicable safety guidelines for the camp). These actions are to be undertaken in accordance with the Radnor Home Rule Charter. (requested by Commissioner Booker)
- 6. Old Business
- 7. Public Participation If you would like to participate in the meeting, please send an email to <a href="mailto:publiccomment@radnor.org">publiccomment@radnor.org</a>. This email address will only be monitored during the meeting. E-mails sent to this address during the meeting will be read into the record.
- 8. Adjournment

# **Meeting Notice**

There will be a Regular Board of Commissioners meeting held on Monday, May 18, 2020 at 6:30 PM via Zoom and streamed live on the Radnor Township YouTube Channel at <a href="https://www.youtube.com/channel/UCvh6jeMQTvo3ojCTh8wZkbA">https://www.youtube.com/channel/UCvh6jeMQTvo3ojCTh8wZkbA</a>. If you would like to participate in the meeting, please send an email to <a href="mailto:publiccomment@radnor.org">publiccomment@radnor.org</a>. This email address will only be monitored during the meeting. E-mails sent to this address during the meeting will be read into the record.



Public Participation - If you would like to participate in the meeting, please send an email to publiccomment(a)radnor.org. This email address will only be monitored during the meeting. E-mails sent to this address during the meeting will be read into the record.

# RADNOR TOWNSHIP DISBURSEMENTS SUMMARY May 18, 2020

The table below summarizes the amount of disbursements made since the last public meeting held on May 11, 2020. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code. Also, please visit the <a href="Open Finance">Open Finance</a> program to view the Township's <a href="Checkbook">Checkbook</a>, where all vendor payments are available.

Link: http://radnor.com/728/Disbursements-List

Fund (Fund Number)	2020-5A Total May 8, 2020			
General Fund (01)	\$372,799.00	\$372,799.00		
Sewer Fund (02)	14,372.27	14,372.27		
Storm Sewer Management (04)	12,411.71	12,411.71		
Capital Improvement Fund (05)	3,753.09	3,753.09		
OPEB Fund (08)	132,968.77	132,968.77		
Investigation Fund (12)	224.00	224.00		
The Willows Fund (23)	273.61	273.61		
Library Improvement Fund (500)	130.00	130.00		
Park & Trail Improvement Fund (501)	6,948.00	6,948.00		
GOB19 Project Fund (502)	28,480.40	28,480.40		
Total Accounts Payable Disbursements	\$572,360.85	\$572,360.85		
Electronic Disbursements	n/a	\$923,029.80		
Grand Total	\$572,360.85	\$1,495,390.65		

In addition to the accounts payable checks, the Township also has various electronic payments including payroll, debt service, credit card purchases and fees as well as others from time to time. The attached table reflects all the electronic payments made since the last public Board meeting as well as those anticipated prior to the next Board meeting.

The Administration has adopted various internal control and processing procedures to ensure that amounts obligated are within the budgetary limits established by the Board of Commissioners. Those procedures are monitored daily by members of the Finance Department and responsible employees of the various departments. The amounts included in the table above have been scrutinized as part of the internal control and processing procedures and have obtained the required approvals prior to disbursement.

If you should have any questions, please contact the Finance Department.

Respectfully Submitted,

Robert V. Tate, Jr.

Acting Finance Director

## ELECTRONICALLY PAID DISBURSEMENT LISTING

## **Estimated Through June 8, 2020**

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees	Various Funds	5/10/2020	4/20 Credit Card Revenue Processing Fees	\$7,529.80
Payroll [Pension] Transaction - Estimated	07-492-4980	6/1/2020	6/20 Police Pension Payments	\$240,000.00
Payroll [Pension] Transaction - Estimated	11-495-4980	6/1/2020	6/20 Civilian Pension Payments	\$173,000.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	5/28/2020	Salaries and Payroll Taxes - General Fund	\$485,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	5/28/2020	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Period Total				\$923,029.80
	Original Estimate			Actual Amount
	\$485,000.00	5/14/2020	Salaries and Payroll Taxes - General Fund	\$452,739.10
	\$17,500.00	5/14/2020	Salaries and Payroll Taxes - Sewer Fund	\$6,946.69
	\$502,500.00	_		\$459,685.79

**JACK LARKIN** 

President

LISA BOROWSKI

Vice President

JAKE ABEL

RICHARD F. BOOKER, ESQ.

DAMIEN ENDERLE

SEAN FARHY

MOIRA MULRONEY, ESQ.



### RADNOR TOWNSHIP 301 IVEN AVENUE WAYNE, PENNSYLVANIA 19087-5297

Phone (610) 688-5600 Fax (610) 688-1279 www.radnor.com WILLIAM M. WHITE

Township Manager Township Secretary

JOHN B. RICE, ESQ. Solicitor

KATHRYN GARTLAND

Treasurer

Date: May 13, 2020

To: Board of Commissioners

From: William M. White, MBA – Township Manager

RE: Finance Director Position

On the May 18, 2020 Board of Commissioners agenda, we will be asking the Board for their confirmation of Bob Tate, CPA as the Township's next Finance Director. Radnor's Charter §6.09, Finance Director, states, "The Township Finance Director shall be qualified by education or experience in financial management and public finance. The Finance Director shall be appointed by the Manager with approval of a majority vote of the total membership of the Board." As such, the motion on Monday's agenda will serve as the Board's confirmation. This is consistent with Director appointments in the past.

Following Code Section §5-58(E), Promotions, I hope it comes as no surprise that we're fortunate to have our next Finance Director candidate already in-house. Mr. Tate has served Radnor for the past eight years and came to us with over thirty years accounting experience in both the private and public sectors. In terms of the job description qualifications, Bob meets all the required and preferred elements, having degree in Business Administration from Drexel with majors in Accounting and Human Resources. Also, as you're aware, Bob is a Certified Public Accountant (CPA). Over his eight years here in Radnor, Bob has always promoted a positive attitude and has become a "go to" person for all departments for anything ranging from HR to Finance. Bob's thoughtful, respectful and professional approach to leadership and financial matters will be a great asset to our Team moving forward.

Compensation: I'm proposing that Bob receive an immediate 5% pay adjustment and that we'll sort out the ultimate compensation once the emergency period is over as we work out other compensation packages as well. In terms benefits, all of Bob's current benefits would remain the same.

Position Details: At this time, the position will only be the Finance Director and will oversee Finance, Human Resources and Information Tech. The "Assistant Township Manager" portion of the title will be eliminated from the position for the time being.

#### **RESOLUTION NO. 2020-57**

# A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, KING OF PRUSSIA ROAD/EAGLE ROAD/PINE TREE ROAD INTERSECTION - AWARDING THE CIVIL ENGINEERING SERVICES CONTRACT TO ASSOCIATED ENGINEERING CONCEPTS IN THE AMOUNT OF \$51,000

*WHEREAS*, Radnor Township, Cabrini University, and Eastern University were awarded a Pennsylvania Department of Transportation Multimodal Transpiration Fund Grant in the amount of \$1,302,979

**WHEREAS**, the three entities party to the grant will share equally (1/3) of the local match requirements, at \$186,140 each

**WHEREAS**, Engineering Services are required to complete the permitting, design, and bidding documents for the project

**WHEREAS**, Associated Engineering Concepts, with Traffic Planning & Design as a subconsultant has provided a proposal to perform the necessary engineering work to bid the project

**NOW, THEREFORE**, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Award the Civil Engineering Services Contract to Associated Engineering Concepts, Incorporated, in the Amount of \$51,000 for the King of Prussia Road/Eagle Road/Pine Tree Road Intersection.

**RADNOR TOWNSHIP** 

SO RESOLVED this 18th day of, May A.D., 2020

# By: Name: John Larkin Title: President ATTEST: William M. White Manager/Secretary

# **Radnor Township**

# PROPOSED LEGISLATION

DATE: May 12, 2020

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Township Engineer

CC: William M. White, Township Manager/Secretary

<u>LEGISLATION:</u> Resolution #2020-57 - King of Prussia Road/Eagle Road/Pine Tree Road Intersection - <u>Awarding the Civil Engineering Services Contract to Associated Engineering Concepts in the Amount of</u> \$51,000

**LEGISLATIVE HISTORY:** The Board of Commissioners approved Resolution # 2018-09, authorizing the application for a Pennsylvania Department of Transportation (PennDOT) Multimodal Transportation Fund program grant for intersection improvements at the King of Prussia Road/Eagle Road/Pine Tree Road intersection. The grant was applied for by Radnor Township, Cabrini University, and Eastern University. Each entity will fund 1/3 of the required local match. The design of the project to date has been done by Associated Engineering Consultants, Incorporated, (AEC) with Traffic Planning and Design, Incorporated (TPD) as a subconsultant. The project consists of:

- Dedicated turn lanes for:
  - o left at SB King of Prussia on to Pine Tree Road
  - o left at NB King of Prussia onto Eagle Road
  - o right at EB Eagle Road onto King of Prussia Road, and left at
  - o left at NB King of Prussia into Cabrini University
- Road widening along the frontages of Cabrini and Eastern Universities
- Storm sewer
- New traffic signals

The project plans are attached for your reference.

<u>PURPOSE AND EXPLANATION</u>: A Highway Occupancy Permit was previously submitted to Penn DOT, and comments provided. To move forward on the project, AEC has submitted a proposal to:

- Prepare permit, construction drawings and bid specifications
- Revise the plans to conform to the PennDOT HOP comments
- Update the signal plans and traffic study
- Submit the revised plans to PennDOT
- Submit to the Township for a grading permit
- Provide construction administration services

The proposal attached provides a much more detailed outline of the proposed engineering.

<u>IMPLEMENTATION SCHEDULE</u>: Pending Board of Commissioners approval, a requisition will be processed. Upon approval, a purchase order will be issued, and AEC will begin work immediately.

**FISCAL IMPACT:** The project funding is as follows:

King of Prussia Road Intersection Project Funding					
Total Estimated Project Cost	\$1,861,398				
MTF Fund Grant Proceeds	\$1,302,979				
Amount to be funded (local match)	\$558,419				
Radnor Township Share of local match		\$186,140			
Cabrini University Share of local match		\$186,140			
Eastern University Share of local match		\$186,140			

The cost of the AEC Civil Engineering Services Contract is \$51,000. This will be funded out of the local match; of which Radnor Township's share is \$17,000, funded in the CIP.

**RECOMMENDED ACTION:** I respectfully request the Board of Commissioners of Radnor Township Award the Civil Engineering Services Contract to Associated Engineering Concepts, Incorporated, in the Amount of \$51,000 for the King of Prussia Road/Eagle Road/Pine Tree Road Intersection.

Enclosures: AEC Proposal w/TPD proposal

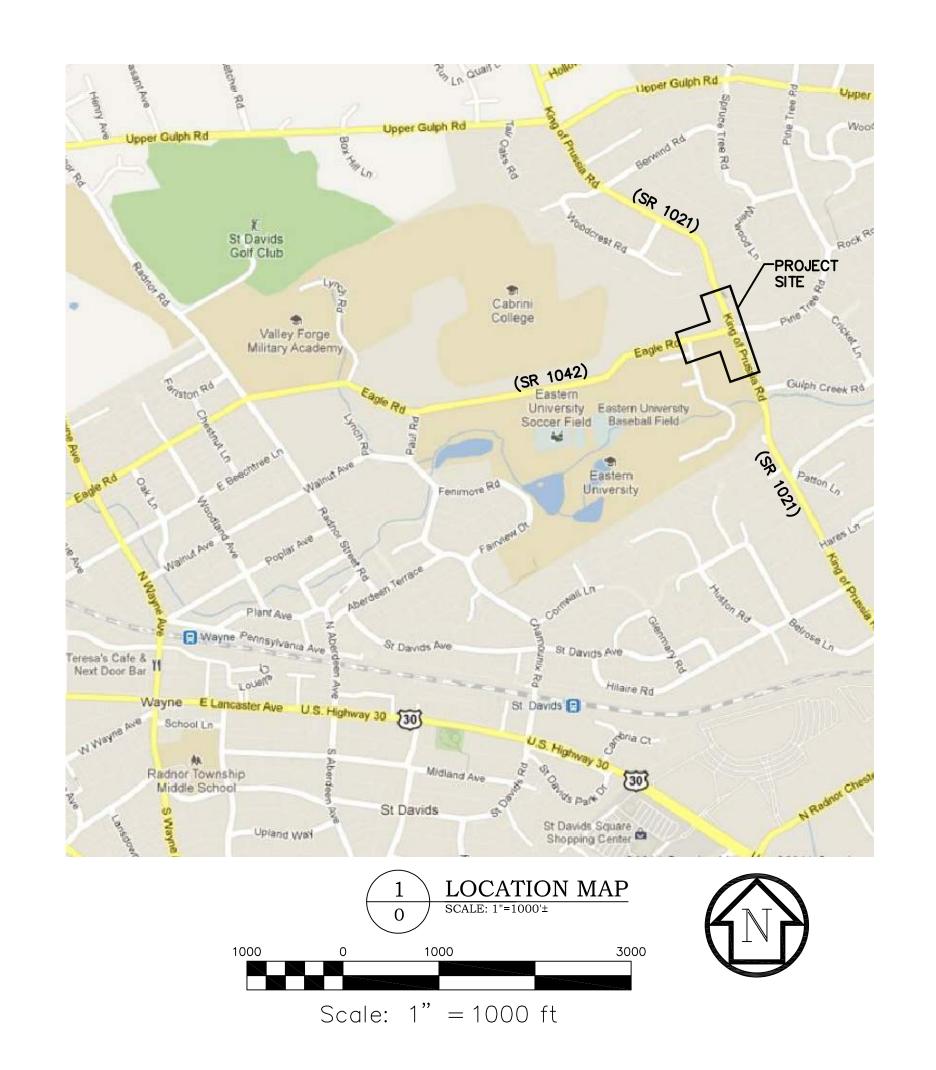
Project Plan Set

# INTERSECTION IMPROVEMENTS

FOR

# EAGLE ROAD (S.R. 1042) AND KING OF PRUSSIA ROAD (S.R. 1021)

SAINT DAVIDS, PENNSYLVANIA 19087 RADNOR TOWNSHIP, DELAWARE COUNTY



CIVIL	DRAWING SCHEDULE	ISSUE	NOISSIMBNS 'd'O'H	H.O.P. RESUBMISSION	H.O.P. RESUBMISSION	H.O.P. RESUBMISSION	RADNOR B.O.C. MEETING			
DRAWING NUMBER	DRAWING TITLE	DATE	11/18/11	05/17/12	08/28/12	03/11/13	10/17/17			
CS	COVER SHEET		•	•	•	0	•			
1	PENNDOT CONSTRUCTION PLAN		•	•	•	•	•			
2	EXISTING CONDITIONS & DEMOLITION PLAN		0	0	0	0	•			
3	EXISTING UTILITIES DEMOLITION PLAN		•	•	•	0	•			
4	SOIL EROSION CONTROL PLAN		•	•	•	•	•	$\perp$	_	
5	SITE DEVELOPMENT PLAN		0	•	•	0	•			
6A	ENLARGED INTERSECTION SITE DEVELOPMENT PLAN		•	•	•	0	•			
6B	ENLARGED SITE DEVELOPMENT PLAN						•			
7	SITE UTILITIES PLAN		0	0	•	0	•			
8A	ENLARGED INTERSECTION SITE UTILITIES PLAN		•	•	•	0	•			
8B	ENLARGED SITE UTILITIES PLAN						•			
9	PAVEMENT MARKING AND SIGNAGE PLAN		0	0	0	0	•			
10	TYPICAL TRAFFIC CONTROL PLANS AND DETAILS		•	•	•	0	•			
11	PENNDOT SITE DETAILS		•	•	•	•	•			
12	PENNDOT STORM SEWER DETAILS		0	0	•	0	•			
13	STORM SEWER PROFILES AND SITE UTILITY DETAILS		•	•	•	0	•			
14	SOIL EROSION CONTROL DETAILS AND NOTES		•	•	•	0	•			
15	REQUIRED RIGHT-OF-WAY PLAN		0	0	•	0	•			
16	SPREAD OF FLOW DRAINAGE AREAS PLAN		0	•	•	0	•	$\perp$		
17	WB-50 TRUCK TURNING MANEUVERS PLANS				•	0	•	$\perp$		
18	BUS & WB-40 TRUCK TURNING MANEUVERS PLANS				•	•	•	$\perp$		
19	FIRE TRUCK TURNING MANEUVERS PLANS					•	•			$\Box$
20	CABRINI ENTRANCE TRUCK TURNING MANEUVERS PLANS						•			
21	CABRINI ENTRANCE SIGHT DISTANCE PLAN & PROFILES						0			

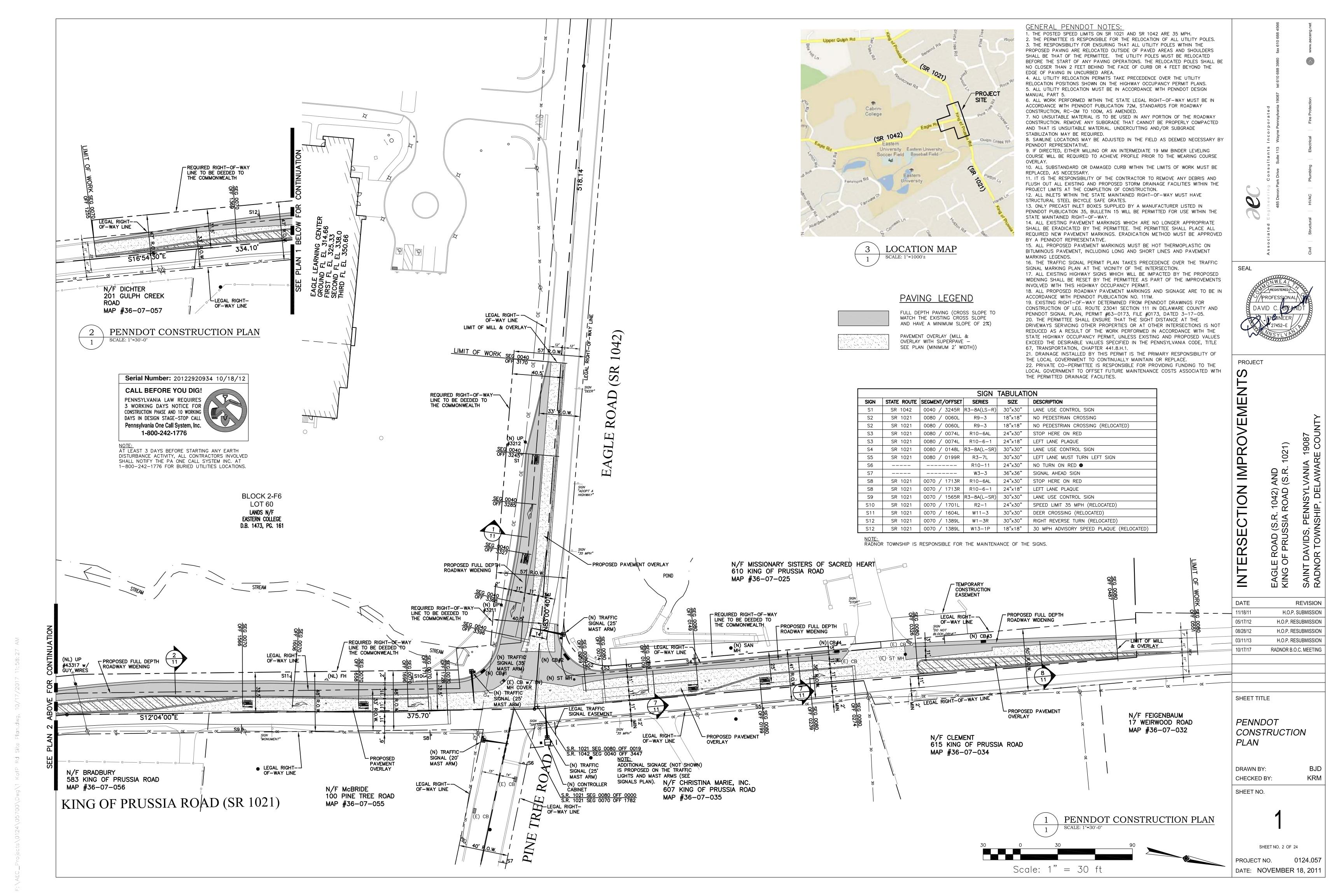
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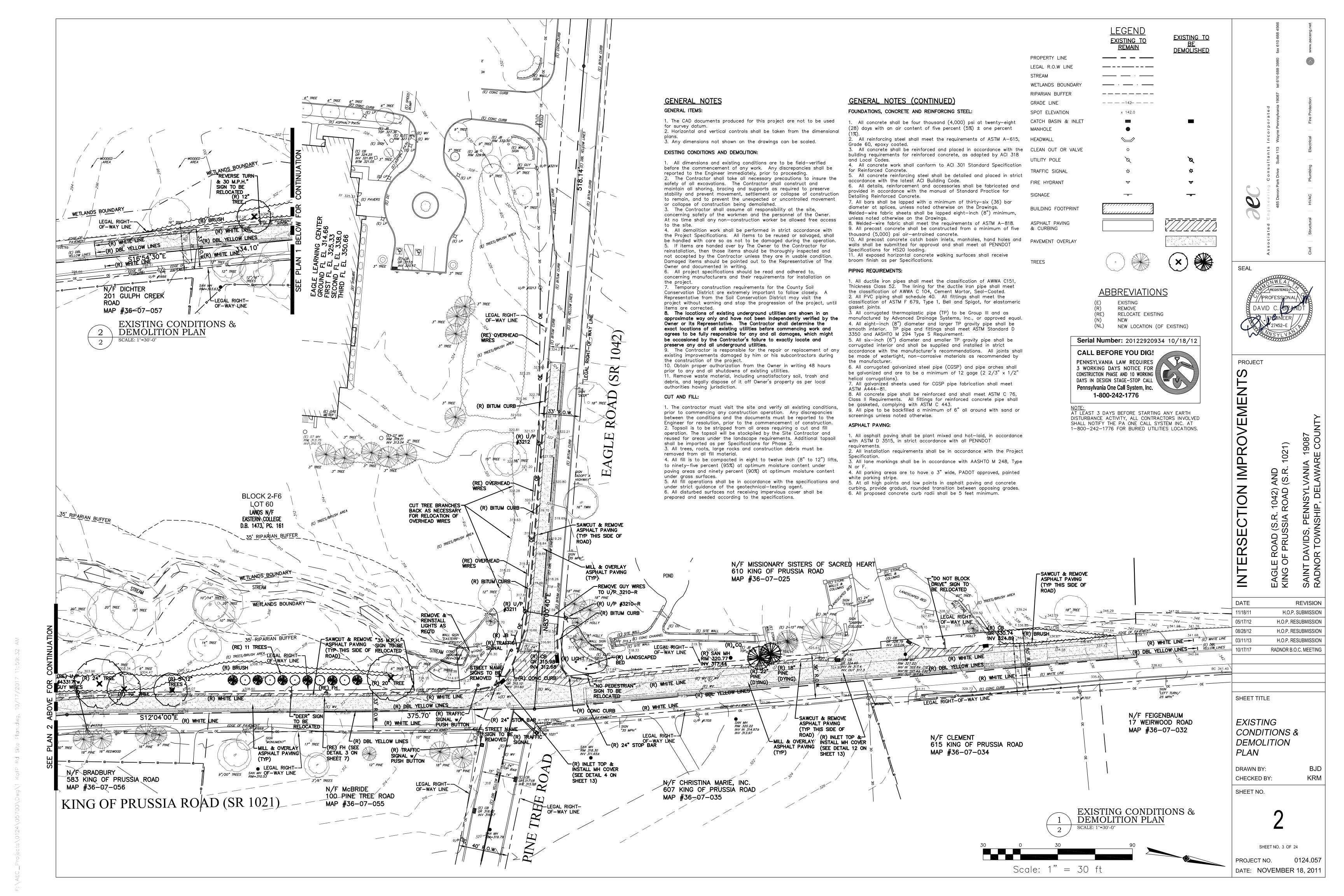
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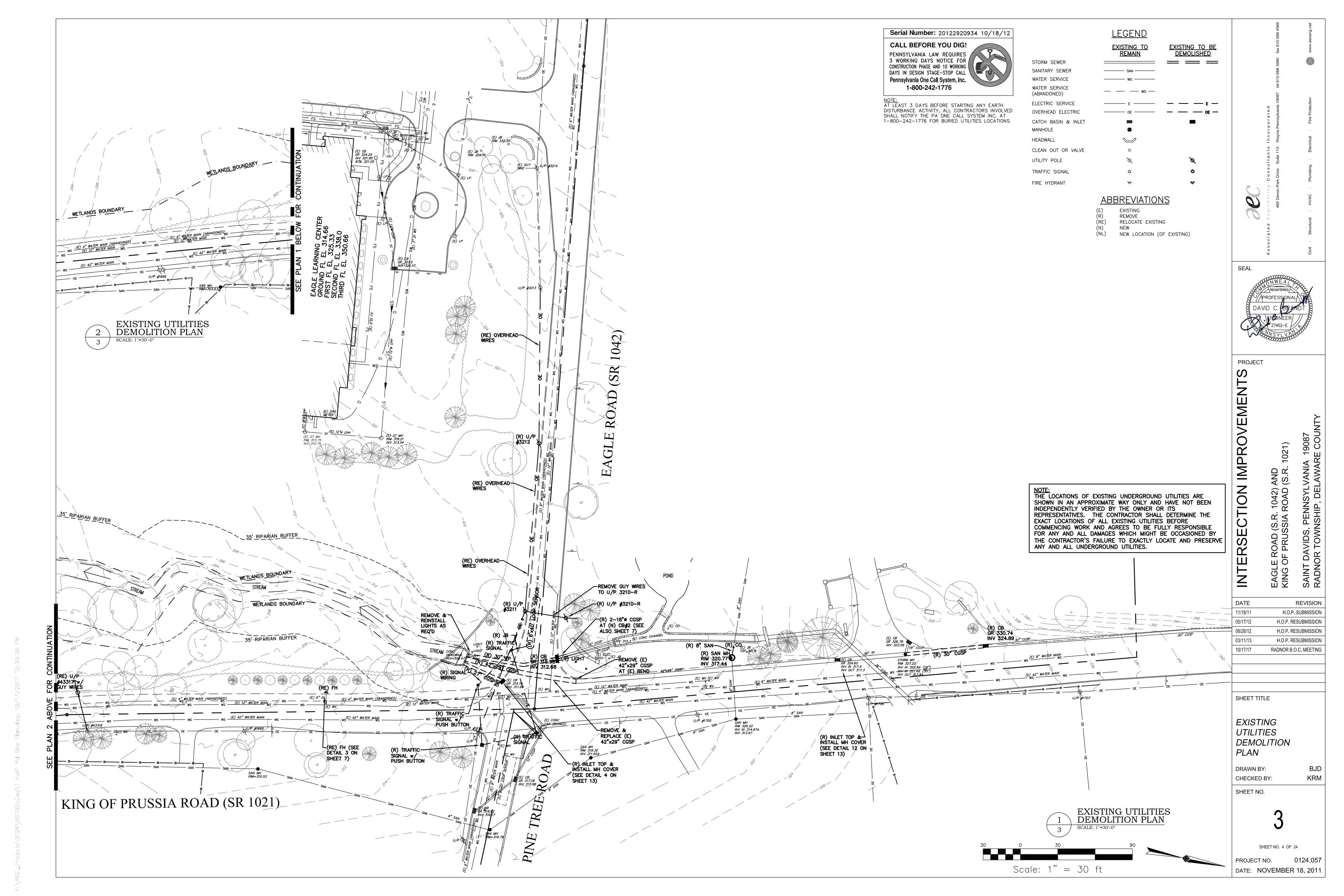
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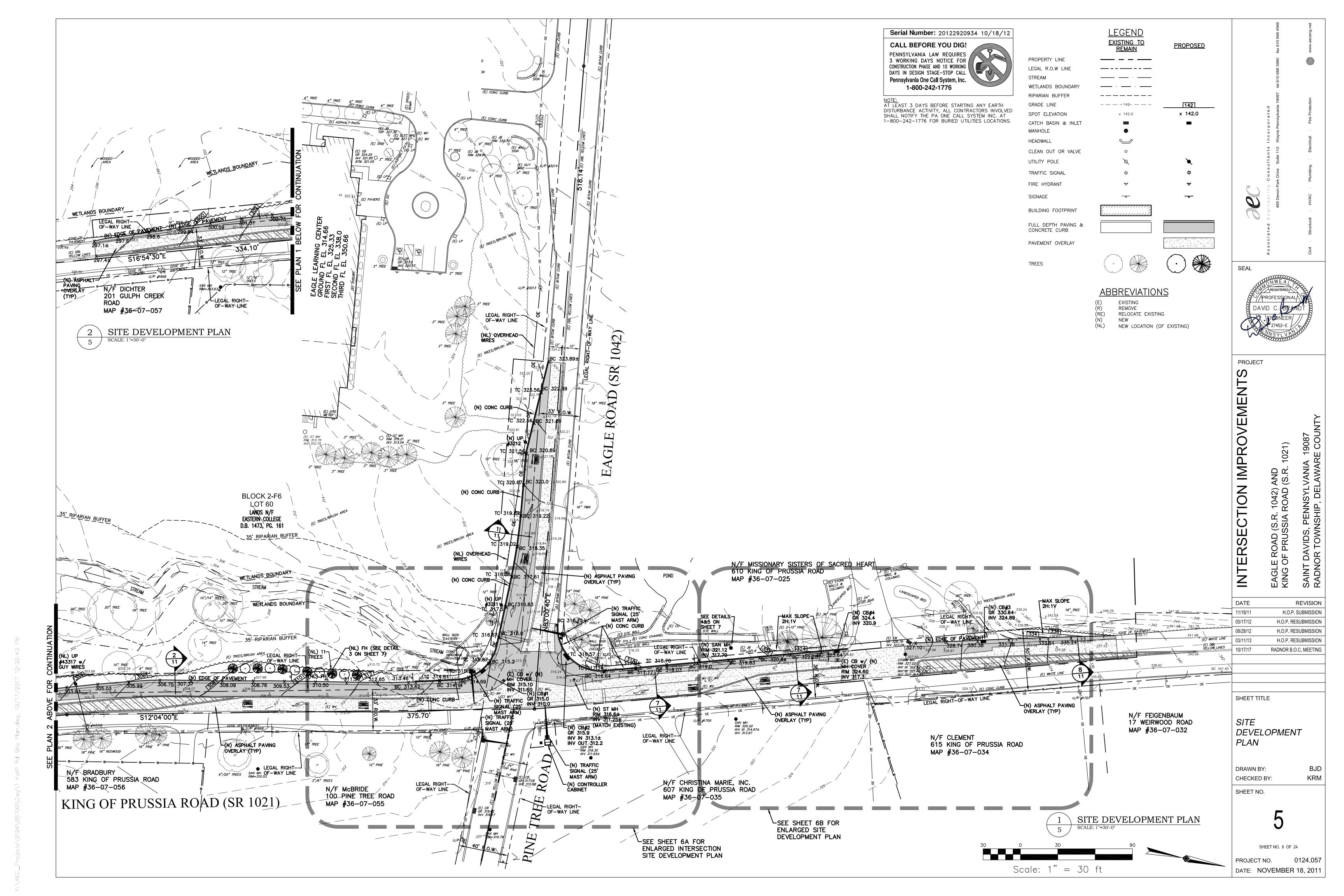
SHEET NO. 1 OF 24

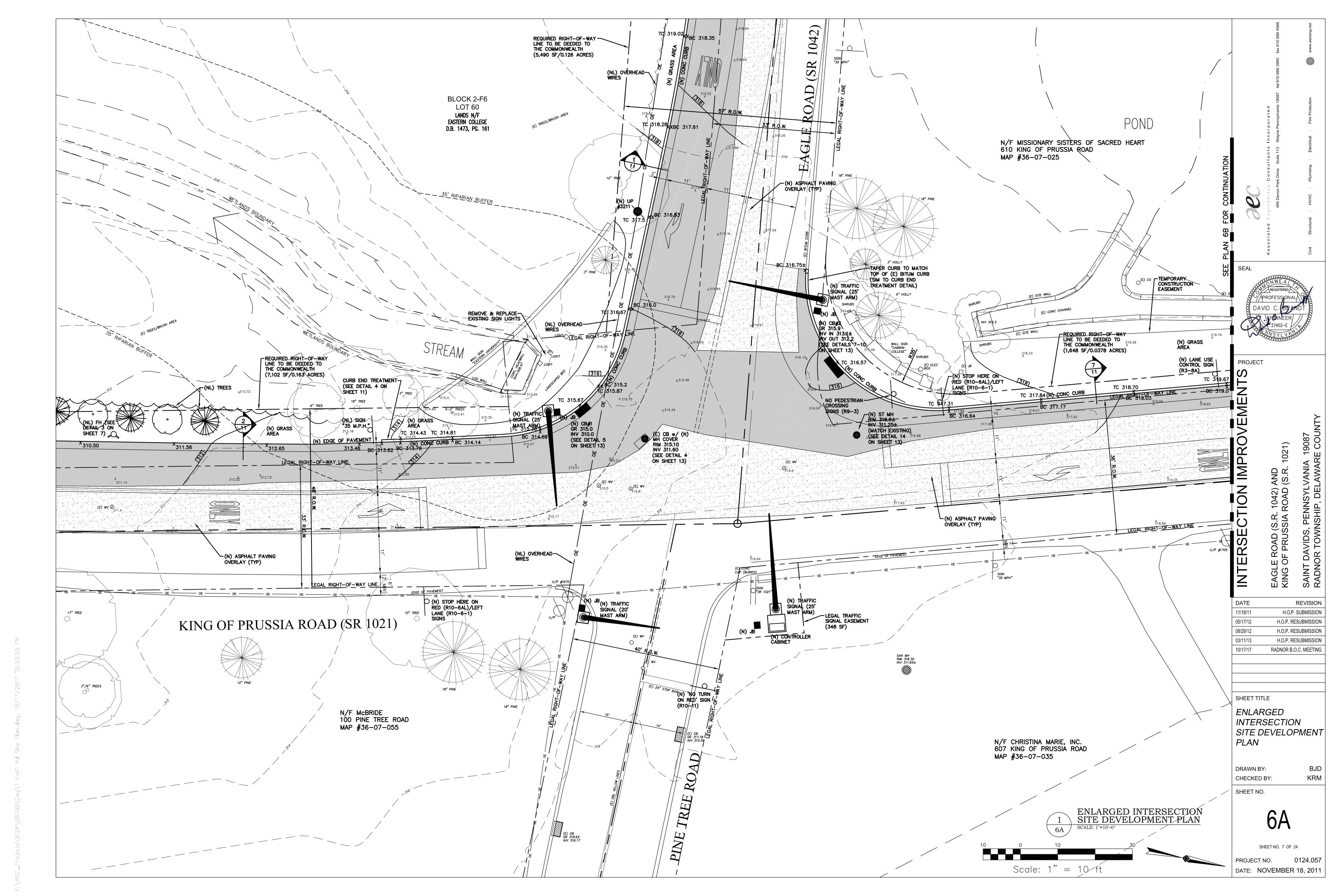
DATE: NOVEMBER 18, 2011

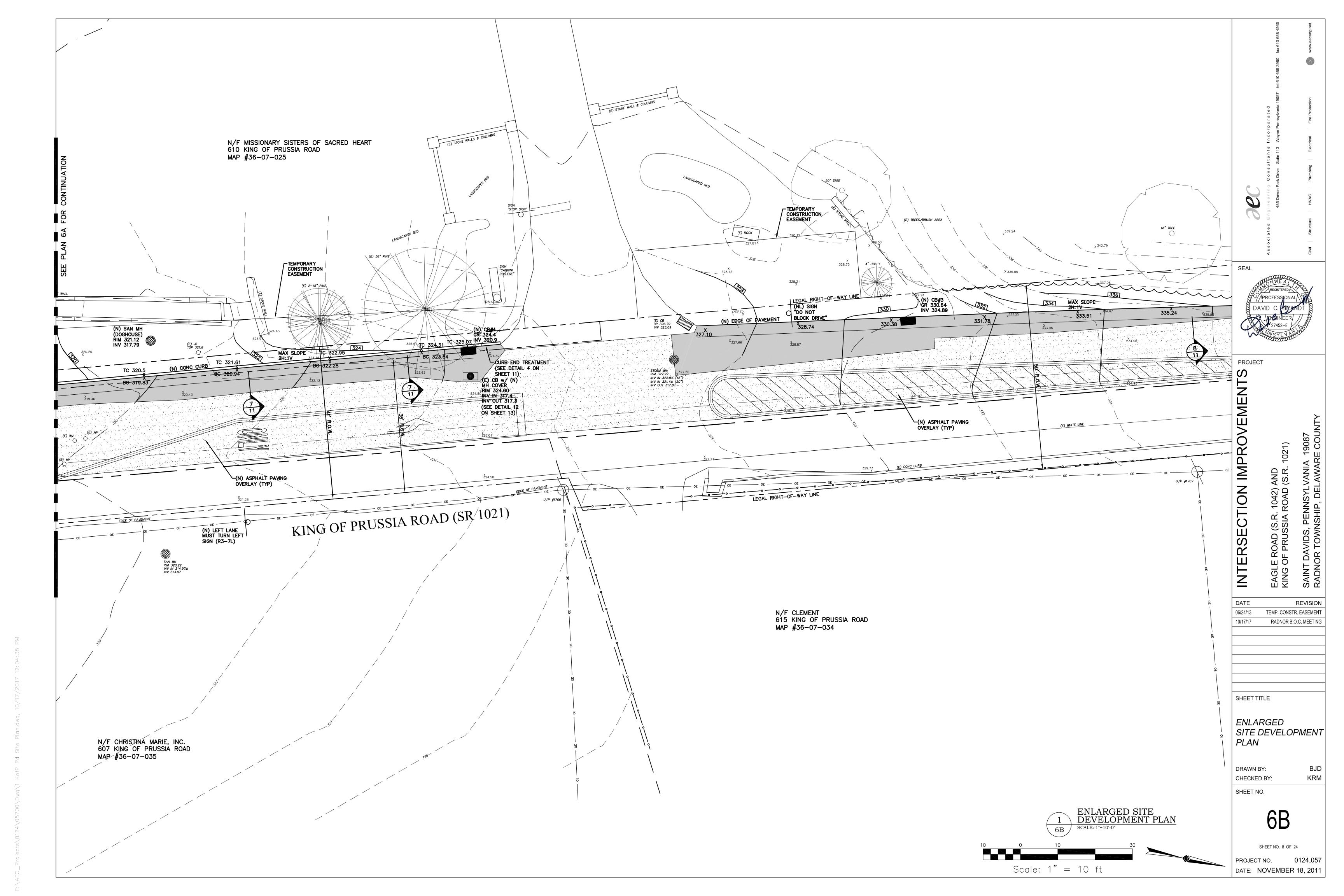


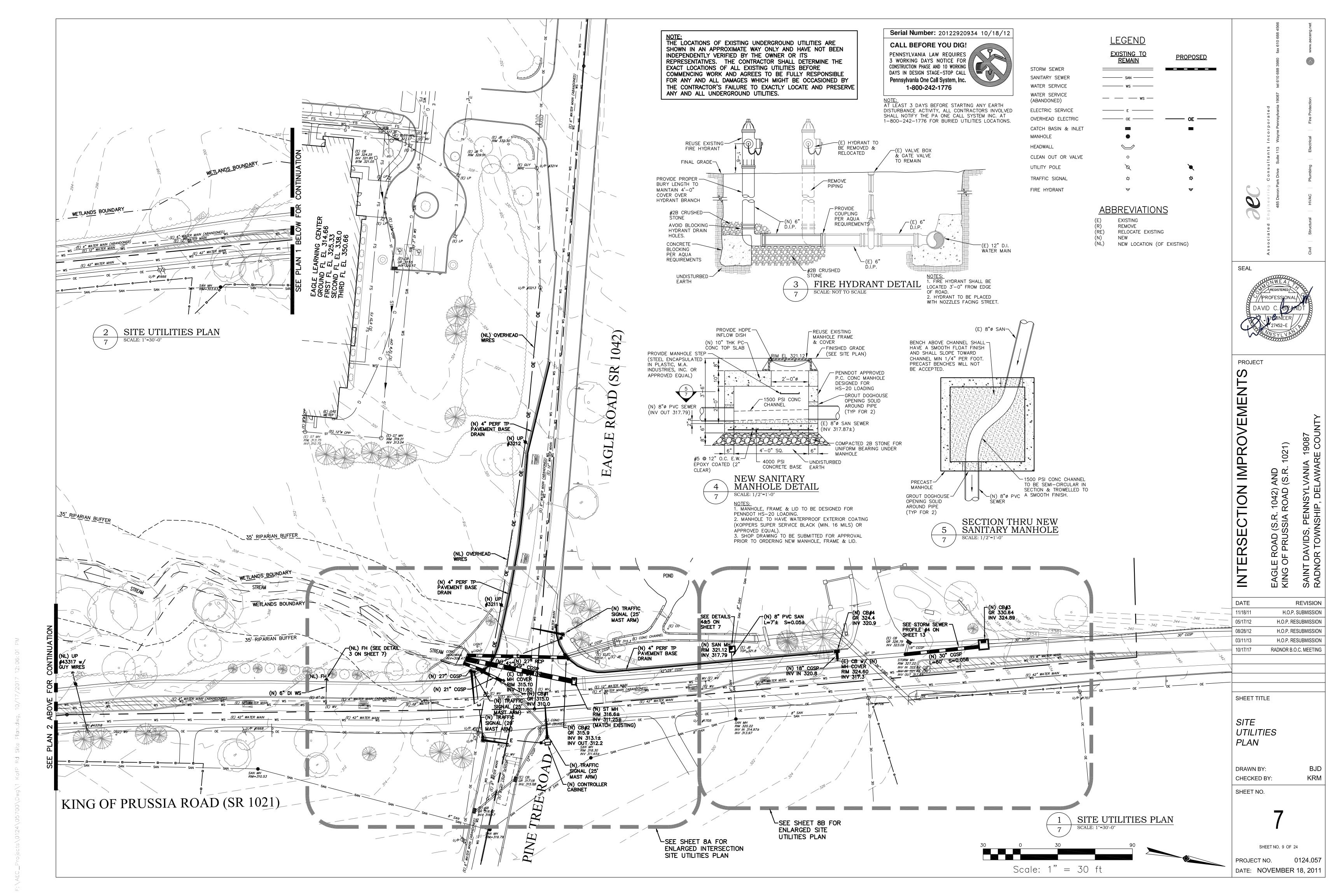


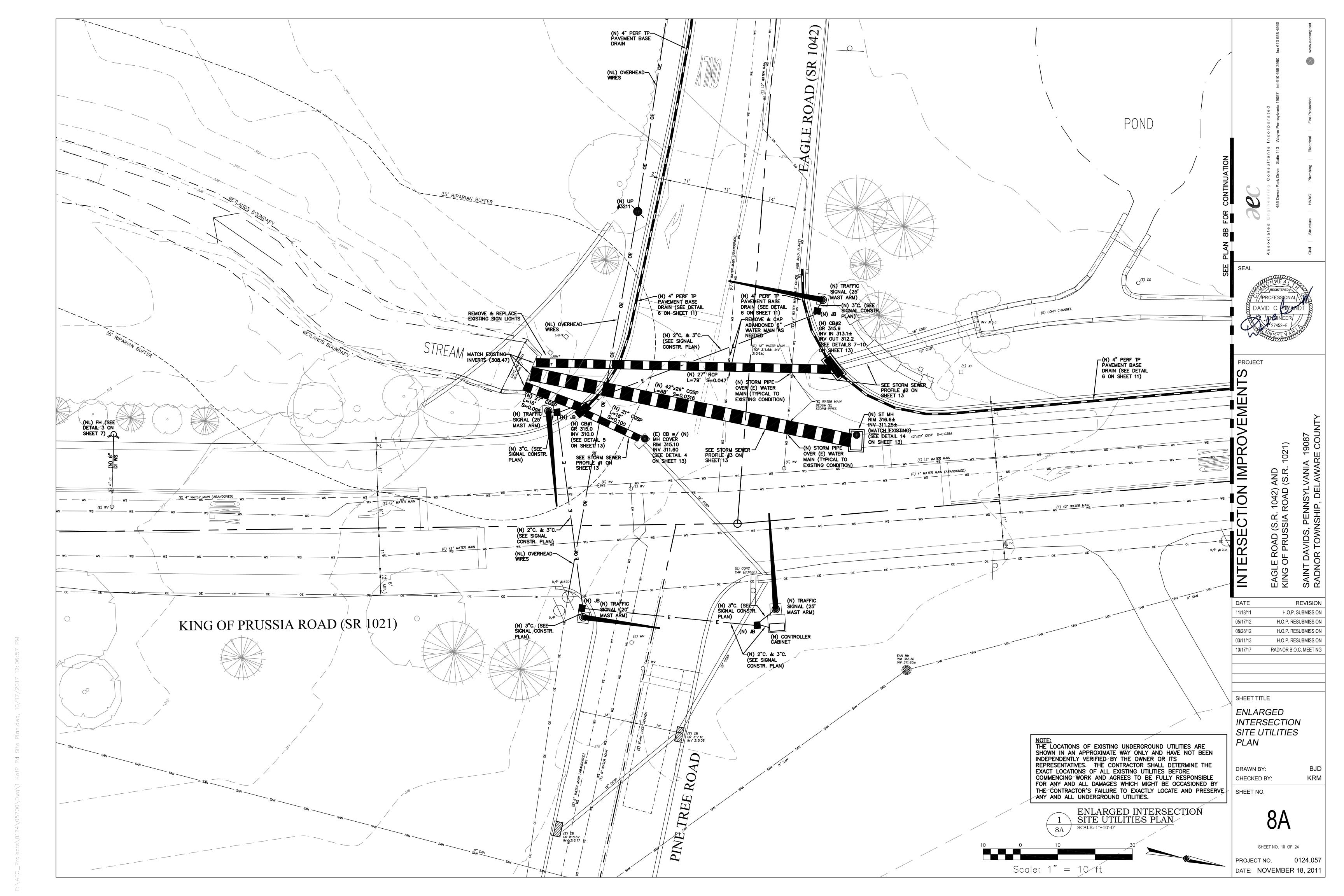


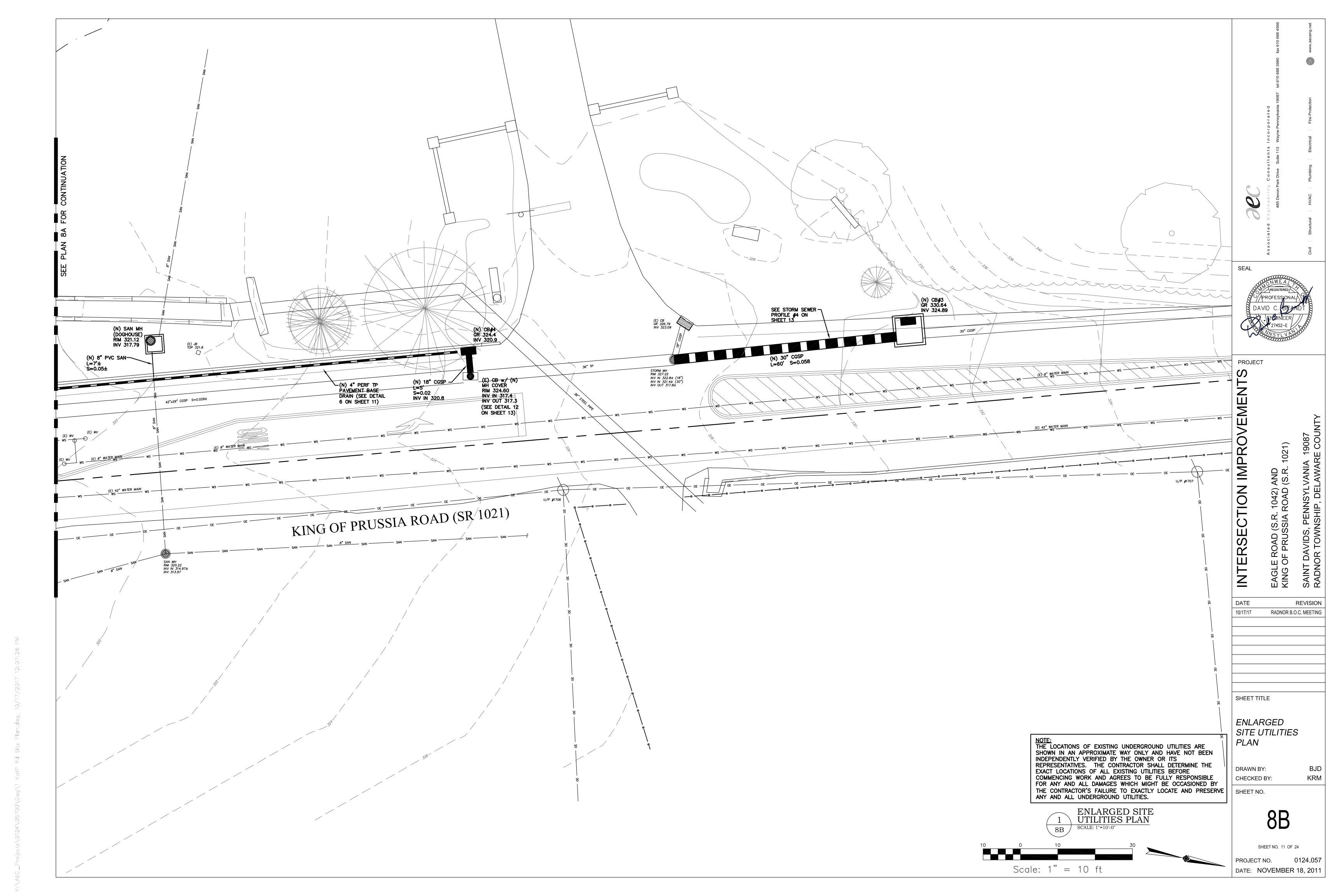


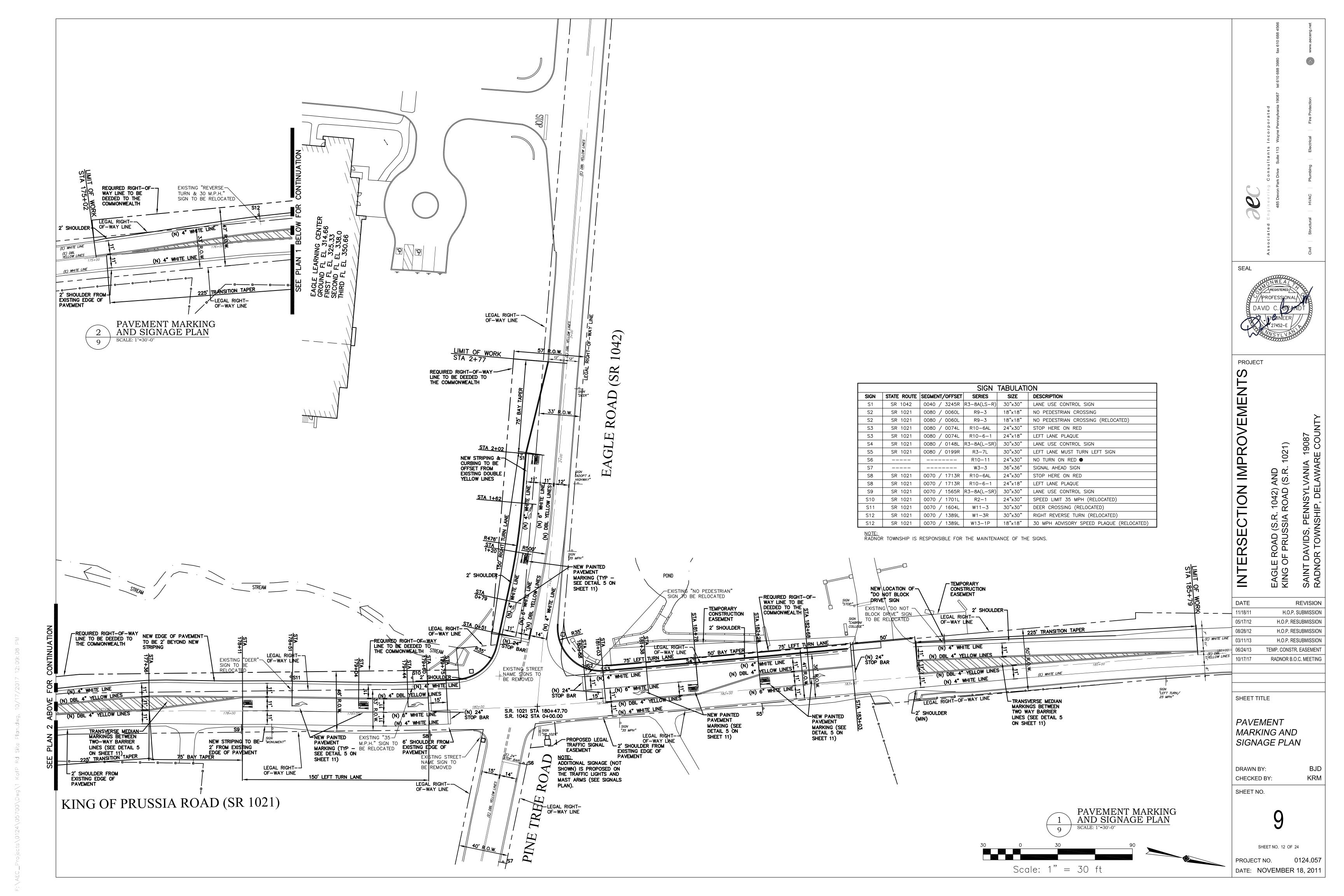












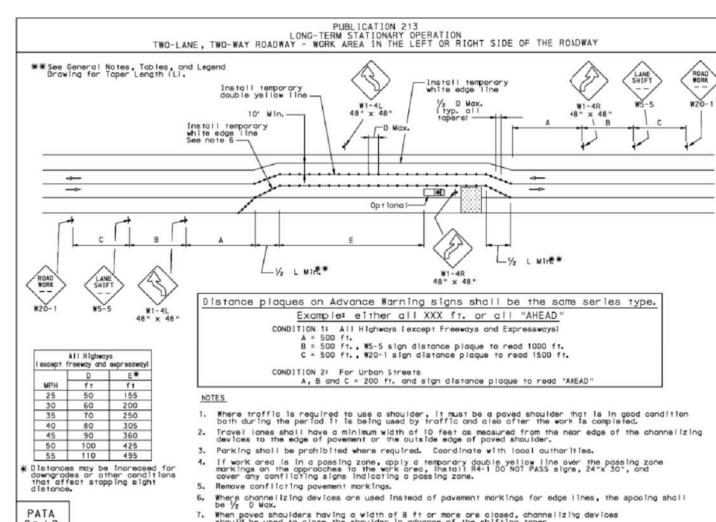
13. Orange flags or flashing warning lights may be used in conjunction with signs.

-- = - - - -\_ \_ \_ \_ \_ \_ \_ . . . . Edge of any roadway Regulred on Freeways and Expressways CONDITION 1: All Highways (except Freeways and Expressways)

A = 500 ft., W20-1 sign distance ploque to read 500 ft. or "AHEAD"

D = 2 times the normal speed limit CONDITION 2: For Urban Streets
A = 200 ft, and sign distance plaque to read "AHEAD"
D = 2 times the normal speed limit CONDITION 3: For Freeways and Expressways
A = 1000 ft., W20-1 sign distance plaque to read 1000 ft. or "AHE#D"
D = 2 times normal speed limit Traffic control devices are not required if the work space is outside the highway right-of-way, behind barrier, more than 2' behind curb, or 15' or more from the edge of any roadway. For divided highways and one-way highways where it is physically possible, advance worning signs should also be placed on the left-hand side of the roadway. The W20-1 Sign may be replaced with other appropriate signs (Low Shoulder sign, No Guide Rail sign, and so forth). 4. For operations 60 minutes or less, all traffic control devices may be eliminated if a vehicle with an activated flashing or revolving yellow light is used.

5. Shadow vehicle shall be equipped with a Truck Mounted Attenuator (TMA) on Expressways and Freeways. Use of a TMA is Optional on all other Highways when a shadow vehicle is used. PATA



(d) After work is completed, the work zone traffic control scheme may be dismantled. The channelizing devices which surround the work site should be removed first, in reverse order as it was installed (opposite the flow of traffic), followed by flaggers which may have been used. The work area signing may then be removed and normal traffic patterns restored. GENERAL SHEET 2 OF 4 END ROAD WORK Shoulder \*\* See General Notes, Tables and Legend Drawing for Taper Length (L). L\*\* 1/2 1 (typ. all tapers) (See Note 2) Distance plaques on Advance Warning signs shall be the same series type. All Highways (except freeway and expressway) Example: either all XXX ft. or all "AHEAD" CONDITION 1: All Highways (except Freeways and Expressways)
A = 500 ft., W20-1 sign distance plaque to read 500 ft. or "AHEAD" CONDITION 2: For Urban Streets
A = 200 ft. and sign distance plaque to read "AHEAD

PUBLICATION 213
GENERAL NOTES, TABLES AND LEGEND

Definitions:
 a. Urban Street - A type of street normally characterized by relatively low speeds, wide ranges of traffic volumes, narrower lanes,

f. Shadow vehicle - A vehicle positioned in the activity area in the advance of a work vehicle to provide advance information to approaching drivers or protection for the workers or work vehicle.

(3) Workers are not permitted to park their vehicles within the highway right-of-way in a manner that compromises the safety

18. Guidelines for installation and removal of traffic control setups.

(a) Required advance worning signs should be installed first so that protection is provided when channelizing devices are installed near the work area. If work zone signing is necessary for both directions of travel, sign installation should begin with the advance worning sign located furthernost from the work area and on the side of the roadway opposite the work area, sign installation should proceed down the roadway toward the work area. After the necessary signs are erected on the side of the roadway opposite the work area, sign installation may begin for the other direction of travel, beginning with the sign furthermost from the work area, in the process of installing the work zone signing, existing signs with conflicting messages shall be completely covered, removed or modified.

(b) If the work area is such that flagging operations are necessary, the flaggers may begin flagging operations after the advance worning signs are in place. Otherwise, the installation of channelizing devices at the work area can begin after the placement of the advance worning signs. These devices should also be installed in the direction of travel.

(c) If available, a shadow vehicle may be placed between approaching traffic and the workers who are installing channelizing devices around the work area. After channelizing devices are installed, the vehicle may be removed or moved inside the work area.

(2) If site conditions prevent equipment, vehicles and material from being stored as indicated in paragraph (1), or if these items are placed for use or operation on or near the highway surface within the work zone, then barricades, drums or other protective devices shall be placed around the equipment, vehicles and material storage site, to warn and protect the traveling public

16. Equipment, vehicle and material storage.

(1) Except as indicated in paragraph (2), at the end of the workday, and whenever practical during the workday, based on actual site conditions, equipment, vehicles and material shall be stored a minimum of 30 feet from the edge of the nearest open travel lane or they shall be adequately stored behind a longitudinal (including guiderall) barrier, or more than 2 feet behind the curb. Design Manual 2, Chapter 12, Table 12.3 presents minimum unobstructed distances that shall be maintained behind various guiderall systems and refer to Appendix B for temporary barrier

c. Freeway - A limited access highway to which the only means of ingress and egress is by interchange ramps.

17. Neither work activity nor storage of equipment, vehicles, or material should occur within a buffer space.

d. Buffer Space - A space clear of equipment, vehicles, workers or materials as shown on figures as distance E.

e. Roll Ahead Space - Provide a 100' to 250' space between the shadow vehicle and the work space in a closed lane.
This space shall be clear of equipment, vehicles, materials or workers.

Expressway - A divided arterial highway for through traffic with partial control of access and generally with grade separations at major intersections.

frequent intersections and driveways, significant pedestrian traffic, and more businesses and houses.

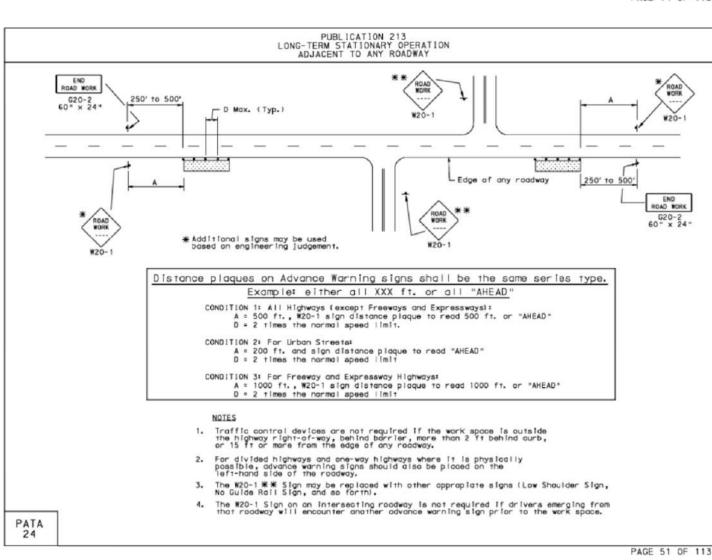
GENERAL NOTES (CONTINUED)

Distances may be increased for downgrades or other condition that affect stopping sight

PATA

14. Traffic Cones shall only be used during short term operations.

of workers, pedestrions or the traveling public.



PUBLICATION 213
GENERAL NOTES, TABLES AND LEGEND GENERAL NOTES (CONTINUED) As a general rule, signs shall be located on the right-hand side of the roadway. On divided highways and one-way highways where it is physically possible, signs should also be placed on the left-hand side of the roadway. (See PATA Sign Layout Figure)
 Please refer to Publication 408, Section 901.3 (j) for traffic control requirements adjacent to pavement edge or shoulder 21. Portable Sign Stands should not be used for a duration of more than 3 days. 22. A three cone advance setup may be used to alert oncoming traffic of a flagger during a flagging operation. This three cone advance setup, when used, is in addition to the traffic control setup being used at the time. The three cone advance setup located in the center of the roadway. The three cone advance setup should be located at a distance from 150 feet in advance of the flagger or a distance no greater than the W20-7A sign. Each cone in the 3-cone setup shall be spaced between 10 to 50 feet apart as shown in the following figure:
W20-7A 150' Min. to W20-7A sign Max. -.··· W20-7A When used with a truck-mounted attenuator (TMA), the shadow vehicle must be loaded to the weight reccommended by the manufacturer of the TMA. 24. Shadow Vehicles for mowing operations are optional. 25. Because flaggers are responsible for public safety and make the greatest number of contacts with the public of all highway workers, they should be trained in safe traffic control practices and public contact techniques. Flaggers should be able to satisfactorily demonstrate the following abilities: satisfactorily demonstrate the following abilities:

a. Ability to receive and communicate specific instructions alearly, firmly, and courteously.

b. Ability to move and maneuver quickly in order to avoid danger from errant vehicles, this means a flagger shall not be in a sitting position and no vehicles around the flagger station.

c. Ability to control signaling devices (such as paddles and flags) in order to provide clear and positive guidance to drivers approaching a TTC zone in frequently changing situations.

Except in emergency situations, each flagger station shall be illuminated at night with an overhead lighting source having 30,000 to 40,000 lumens minimum of light output for an area of not less than 7,500 square feet. The lighting source shall have a minimum color temperature of 3,000 degrees and a maximum of 4,000 cegrees. Position the light so the flaggers can be seen and not cause excessive glare to motorists traveling through the work zone.

A red flag shall only be used in an emergency when a Stop/Slow Paddle is not available or at intersections where a single flagger is used within the intersection, the signal should be placed in flash mode. If necessary, provide additional flaggers to properly control all movements of the intersections are located in close proximity, multiple intersections may be placed in flash mode to control the traffic flow through the work zone. Additional flaggers shall be used to control the traffic movements through each intersection.

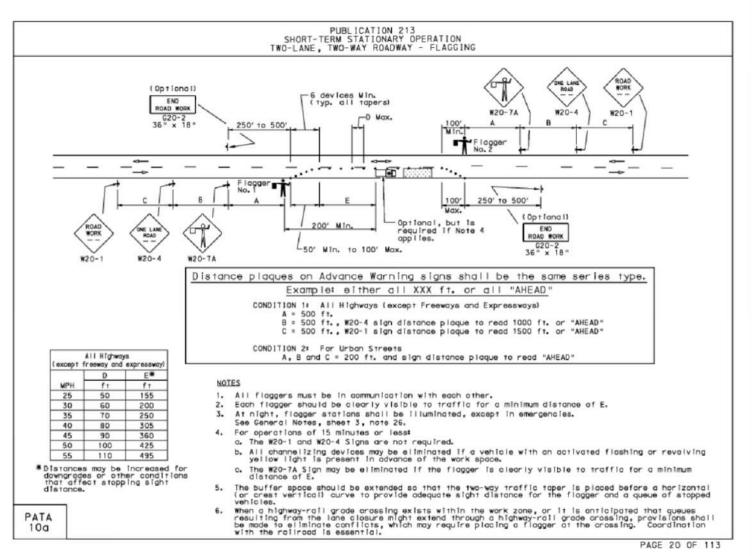
See MUTCD chapter 6 and Publication 212 for additional guidelines and requirements. through each intersection.

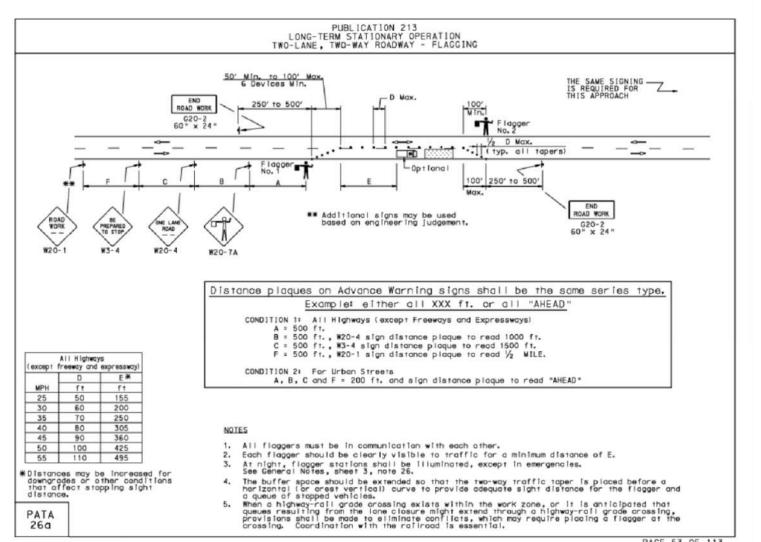
See MUTCD chapter 6 and Publication 212 for additional guidelines and requirements.

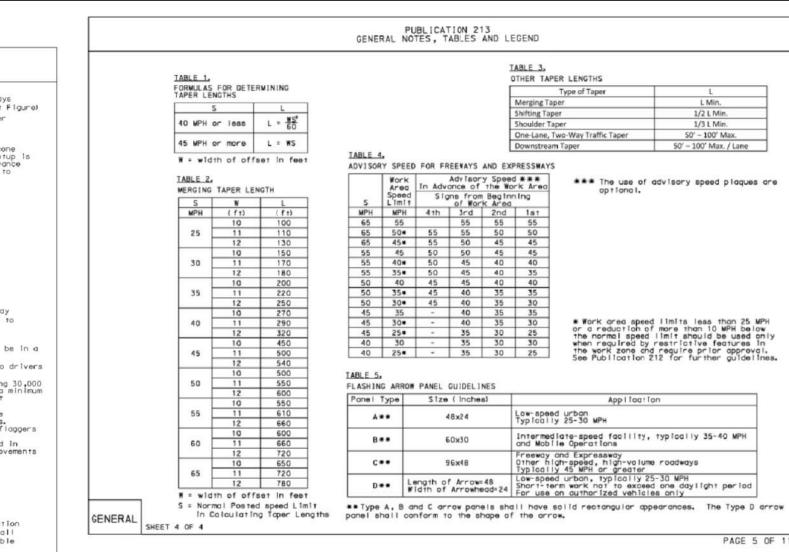
Provisions and guidelines governing temporary traffic control for emergency work and incident management are given in Title 67 Pa. Code Chapter 212, Official Traffic Control Devices, §212,414 and in Chapter 61 in the MUTCD.

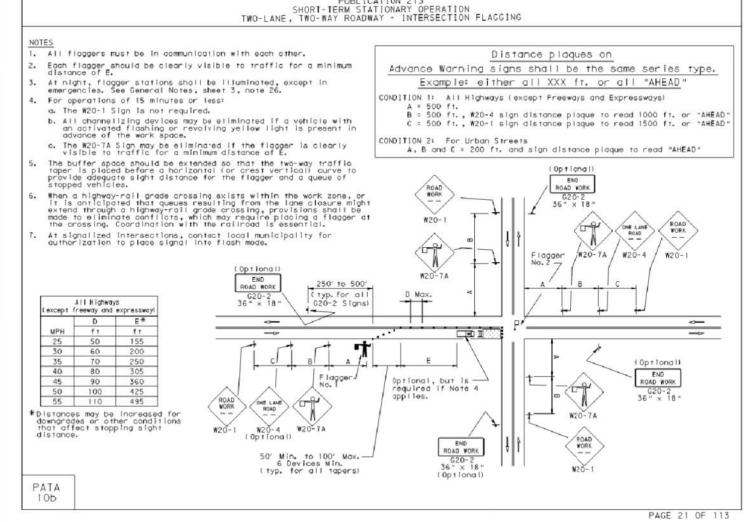
Consider using temporary longitudinal barrier to protect workers in all freeway and multi-lane work zones if the speed limit is 45 mph or greater, workers are present within one lane width of a active travel lane and a lane or shoulder is closed 24 hours per day for more than 2 weeks. olosed 24 hours per day for more than 2 weeks.

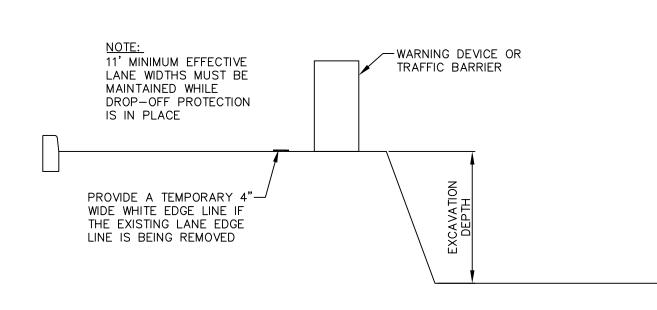
On roadways where the normal posted speed is greater than 50 mph and has more than one lane of traffic in the same direction approaching the work zone, install additional signing when traffic queues go beyond the advance signing. As needed, install additional signing such as but not limited to Road Work, xxxx Lane Closed, Work Zone Speed Limit and/or portable changeable message boards.













1. Maintenance and Protection of Traffic during construction shall be in accordance with applicable figures PATA 5, 8, 10a, 10b, 9aL2, 24, and 26a in PennDOT Publication 213, "Work Zone Traffic Control Guidelines", as amended April 1, 2010, and Title 67 PA Code, Chapter 212, "Official Traffic Control

Devices", dated February 4, 2006 or most current. 2. No traffic restrictions or lane closures are permitted between the hours of 6:00AM to 9:00AM and 3:00PM to 6:00PM, Monday through Friday and legal

3. The contractor must notify the District 6-0 Traffic Management Center (TMC) two (2) days in advance of any proposed lane or shoulder restrictions

or road closures, and fifteen (15) minutes prior to the start of work. The contractor must notify the TMC when the road is restored to normal operation. The TMC phone number is (610) 205-6934. 4. The contractor must notify Gene Blaum of the District 6-0 Press Office at (610) 205-6800 two (2) weeks in advance of any significant lane closures

of detours. 5. The local municipality must be notified when a signalized intersection falls within the work zone. A signalized intersection must not be flagged without the municipality placing the signal on flash.

6. The contractor shall limit disruption to pedestrian facilities during the proposed construction and all provide alternative pedestrian routes when extended disruption to the pedestrian facilities cannot be avoided. 7. Access to all driveways must be maintained at all times. 8. All workers shall wear safety apparel as set forth in Title 23 of the Code

of Federal Regulations (CFR) Part 634 effective November 24, 2008.

DATE REVISION 11/18/11 H.O.P. SUBMISSION 05/17/12 H.O.P. RESUBMISSION 08/28/12 H.O.P. RESUBMISSION 03/11/13 H.O.P. RESUBMISSION 10/17/17 RADNOR B.O.C. MEETING

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SHEET TITLE **TYPICAL** TRAFFIC CONTROL

PLANS AND DETAILS

DRAWN BY: CHECKED BY:

SHEET NO.

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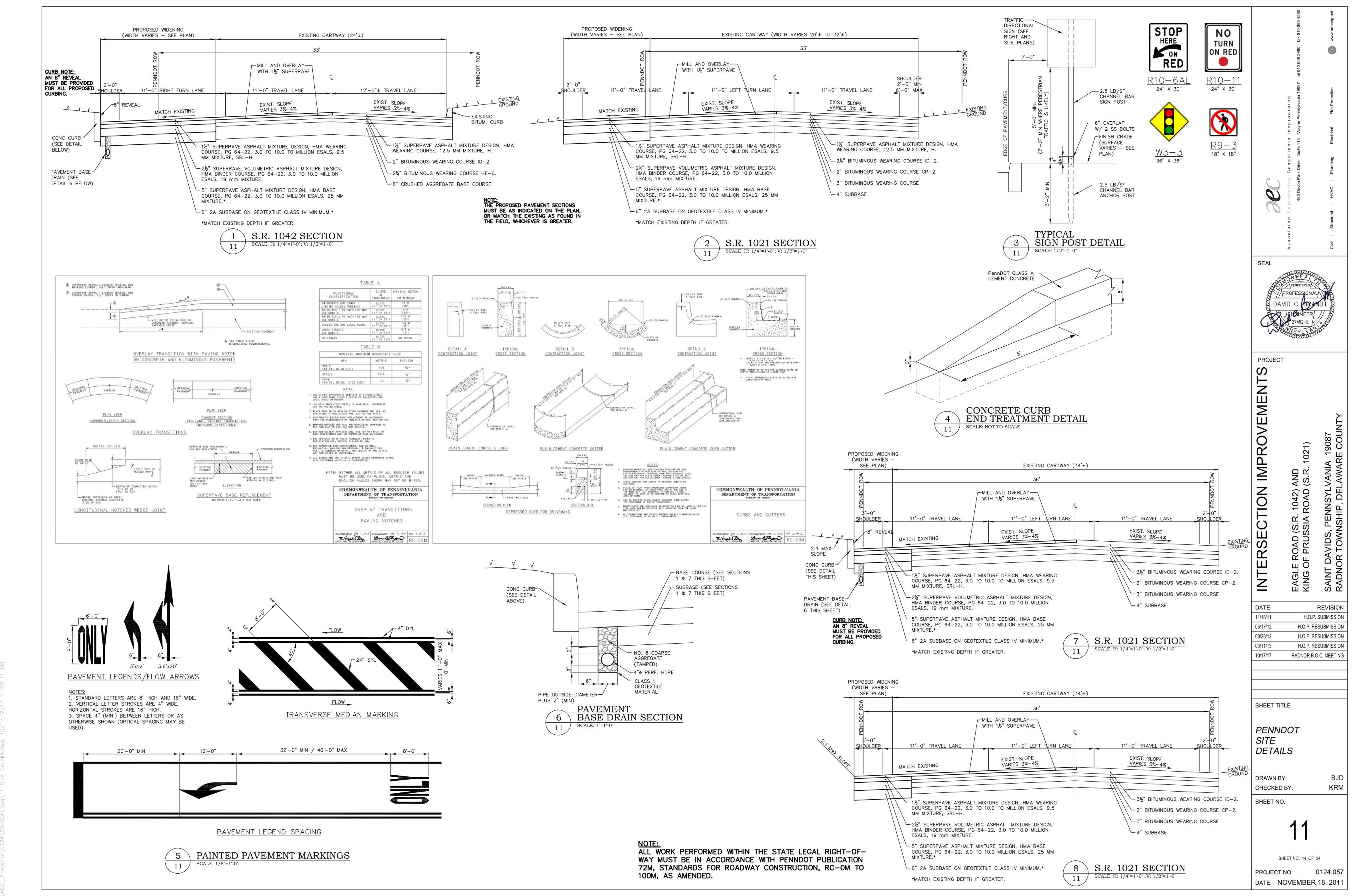
SHEET NO. 13 OF 24

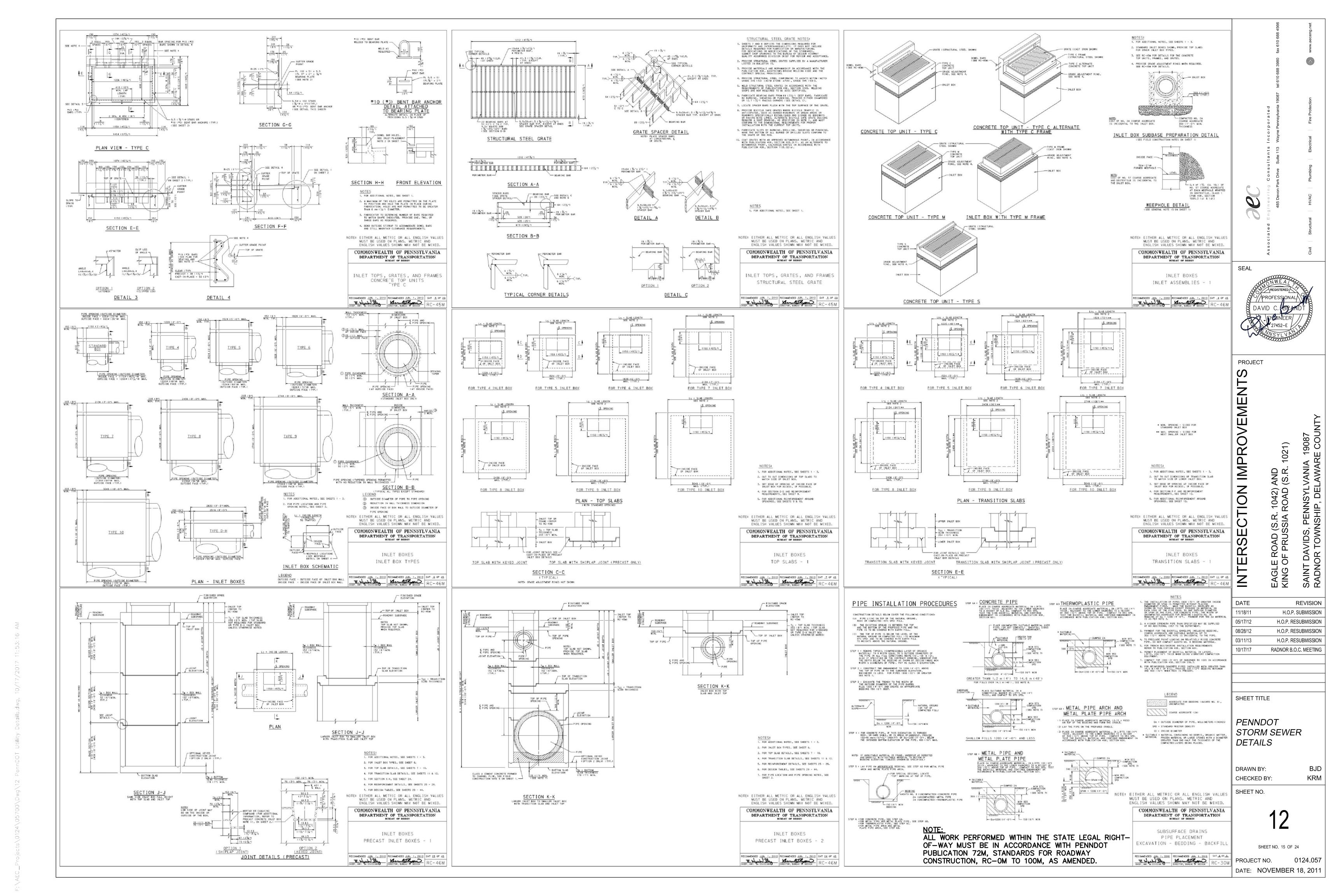
0124.057 PROJECT NO. DATE: NOVEMBER 18, 2011

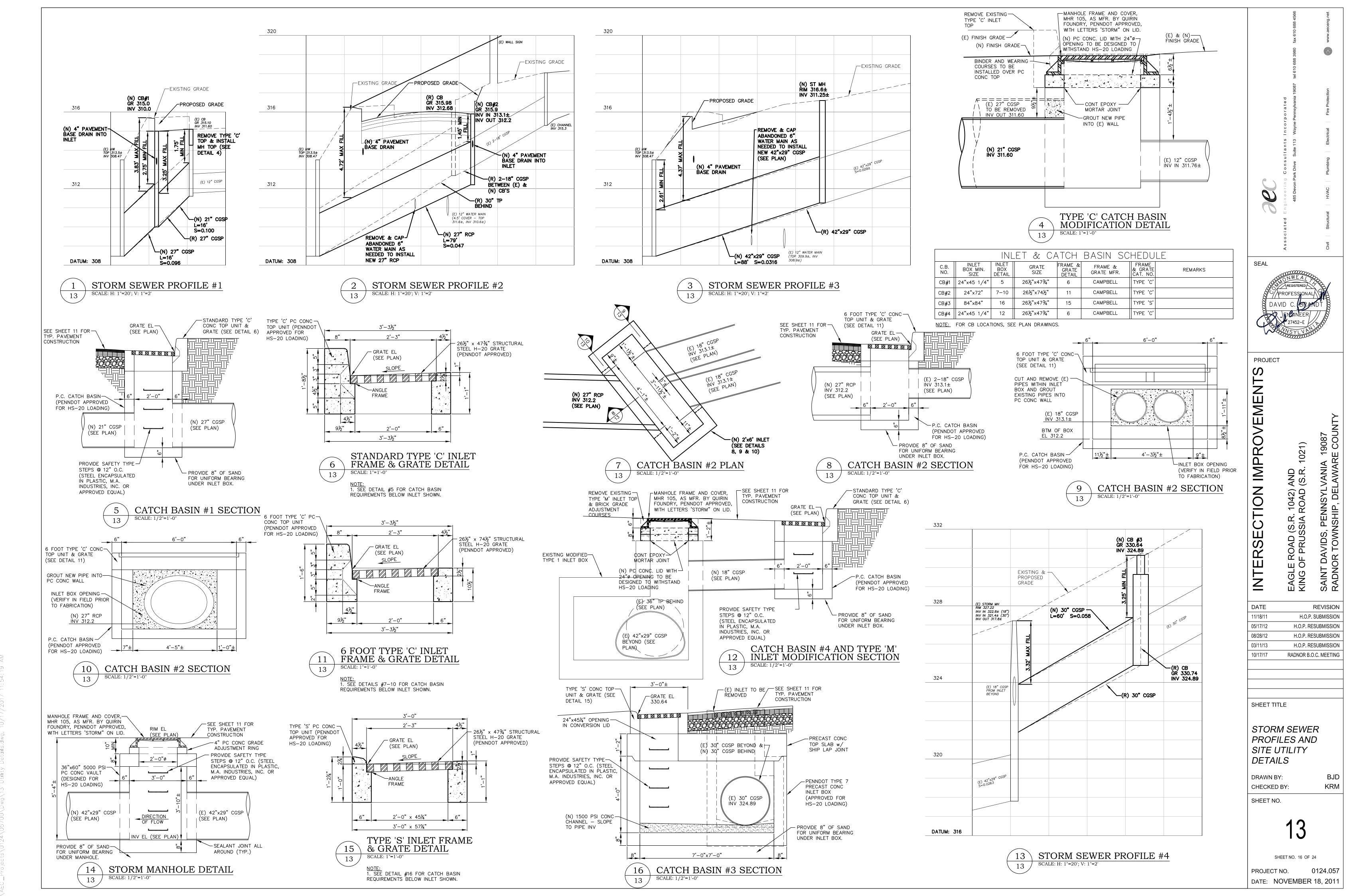
PATA 9d L2 When paved shoulders having a width of 8 ft or more are closed, channelizing devices should be used to close the shoulder in advance of the shifting taper.

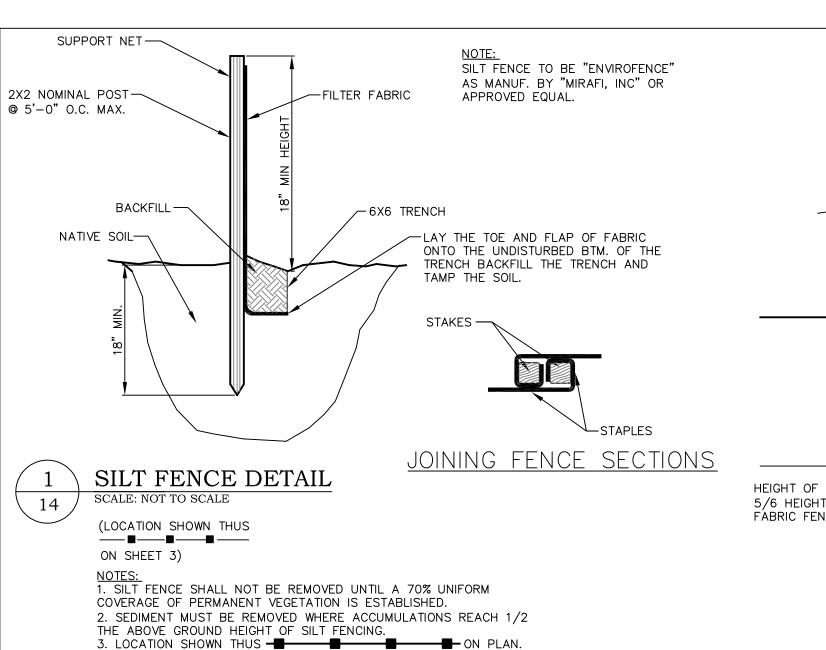
Where traffic is required to use a shoulder, it must be a payed shoulder that is in good condition both during the period it is being used by traffic and also after the work is

completed.
When paved shoulders having a width of 8 ft or more are closed, channelizing devices should be used to close the shoulder in advance of the shifting taper.
Parking shall be prohibited where required. Coordinate with local authorities.









MAXIMUM 8 FEET SPACING

TREE PROTECTION

SCALE: NOT TO SCALE

WORK AT THE SITE.

BARRIER FENCING DETAIL

APPROPRIATE AREAS NEAR THE WORK ZONE.

FENCE SHALL BE REPAIRED WHERE NECESSARY.

(LOCATION SHOWN THUS 

ON SHEET 3)

NOTES:

1. PROTECTION BARRIER SHALL BE 4 FEET HIGH, CONSTRUCTED OF DURABLE AND

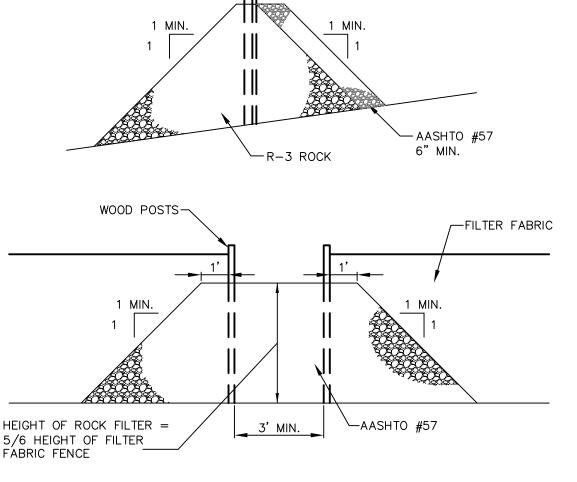
HIGHLY VISIBLE MATERIAL (PLASTIC ORANGE CONSTRUCTION FENCE AND SNOW FENCE

2. PROTECTION BARRIERS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE

CONTRACTOR AT THE END OF EVERY DAY FOR THE DURATION OF THE PROJECT. THE

3. ADDITIONAL WARNING SIGNS SHOULD ALSO BE PLACED ON THE FENCING AND IN

4. TREE PROTECTION FENCE SHALL BE INSPECTED & MAINTAINED BY THE

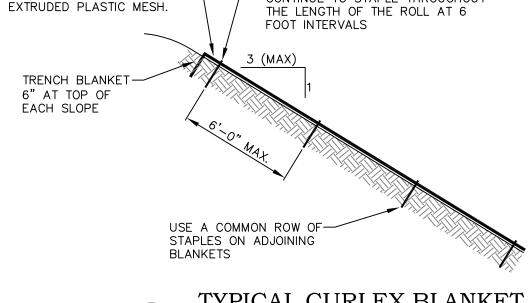


ROCK FILTER OUTLET

TO BE INSTALLED WHERE SILT FENCE HAS

BEEN OVERSTRESSED BY SEDIMENT BUILD UP.

SCALE: NOT TO SCALE



THE TOP OF EACH BLANKET-

— DISCHARGE HOSE

INTAKE HOSE

SHALL BE COVERED WITH A

PHOTODEGRADABLE



NOTES:

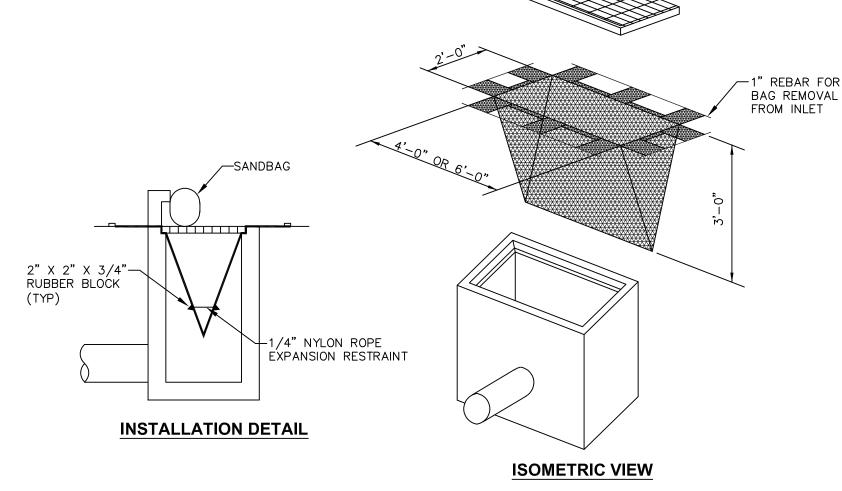
1. PROVIDE CURLEX BLANKET AS MANUFACTURED BY AMERICAN EXCELSIOR COMPANY, OR APPROVED EQUAL. 2. INSTALL ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS. 3. EACH EDGE OF FABRIC IS TO OVERLAP 6" MIN. 4. ALL STAPLES SHALL BE MADE OF WIRE, 0.091" IN DIAMETER OR GREATER, "U" SHAPED WITH LEGS 6" IN LENGTH AND A 1" CROWN.

(LOCATION SHOWN THUS ON SHEET 3)

- USE 4 STAPLES ACROSS AT THE

CONTINUE TO STAPLE THROUGHOUT

START OF EACH ROLL AND



TEMPORARY ROADWAY TYPE 'C' INLET FILTER BAG DETAIL

> 1. INSPECT INLET FILTER BAG AFTER EACH RUNOFF EVENT. MAINTAIN AS REQUIRED TO ENSURE PROPER FUNCTIONING OF THE BAG. 2. REMOVE ACCUMULATED SEDIMENT/DEBRIS WHEN THE INLET FILTER REACHES ONE-HALF MAXIMUM CAPACITY. 3. REPLACE FILTER BAG IF RIPPED OR TORN.

4. USE SANDBAGS AT TYPE C INLET CURB OPENINGS TO PREVENT BYPASS FLOW. 5. REMOVE AND PROPERLY DISPOSE OF INLET FILTER BAG WHEN NO LONGER NEEDED.

# **EROSION AND SEDIMENTATION CONTROL CONSTRUCTION NOTES:**

1. SILT FENCE: Silt fences shall be installed downslope of all areas to be disturbed before any work begins. Silt fence shall be installed as near as possible to the locations shown on the plan. Installation shall be as follows: a. Silt fencing must be installed parallel to existing contours or constructed level alignments. Both ends of each fence section must

be extended at least 8 feet upslope at 45 degrees to the main fence b. Dig a 6" deep trench along the upslope side of the fence line. c. Install fence posts 18" below the ground surface at 8' maximum intervals on a slight angle toward the anticipated runoff source. d. Stretch and fasten filter fabric to the upslope side of the support stakes. Wherever reinforced fabric fence is installed, the reinforcement mesh shall be fastened to the stakes prior to the fabric. e. At fabric ends, both ends should be wrapped around the support stake and stapled. If the fabric comes already attached to the stakes,

the end stakes shall be held together while the fabric is wrapped around the stakes at least one revolution prior to driving the stakes. f. The bottom of the fence shall be anchored by placing the fabric in the bottom of the trench, and backfilling and compacting the fill material in the trench.

g. Guy wires shall be attached to reinforced silt fence. An acceptable alternative is to stake straw bales on the downslope side of the fence. h. Silt fence shall be inspected weekly and after each runoff event. Needed repairs shall be performed immediately after the inspection. Damaged fences shall be immediately replaced. Rock filter outlets shall be installed where fences have become overstressed due to sediment

2. Stormwater inlets must be protected until the tributary areas are

3. STRUCTURAL AND CONSTRUCTION FILL: In all areas where structural or construction fill is to be placed, "grubbing" shall be carried out prior to placing any fill. All trees, brush and other vegetation within the construction fill areas shall be removed from the site.

4. DUST CONTROL: To control dust generation on—site, the contractor shall wet construction traffic routes and staging areas. 5. TEMPORARY VEGETATION BY SITE CONTRACTOR: Upon completion of an earth disturbance activity or any stage or phase of an activity, the site shall be immediately seeded, mulched or otherwise protected from accelerated erosion and sedimentation. Temporary seeding shall be as

follows: 1. Lime shall be evenly broadcast @ 190 lbs/1,000 sq. ft. (or as per soil test). 2. 10-25-25 Basic Fertilizer shall be evenly broadcast at the rate of

25 bs/1,000 sq. ft. 3. Seed with annual ryegrass at a rate of 1 lb/1,000 sq. ft. If the season prevents the establishment of a temporary vegetative cover, the disturbed areas will be mulched with straw, or equivalent material, at a rate of 140 pounds per 1000 square feet. Mulch should be applied

regardless of the time of year. 6. EXISTING ROADWAY CLEANING: Contractor shall maintain a clean approach to the site. If the dirt and/or debris builds up on existing asphalt surfaces, the site contractor shall professionally clean that surface to the satisfaction of the authority having jurisdiction.

7. Inlet protection shall be applied, as detailed on the plan, to every inlet which has been constructed to the roadway subbase elevation. 8. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams and impoundments or into natural or manmade channels leading thereto.

# PERMANENT VEGETATION BY CONTRACTOR:

# GRADING AND SUB-SOIL PREPARATION

All areas that will receive permanent vegetation, such as, but not limited to, turf and planting beds, shall be prepared in the following manner:

A. Sub soils shall be native material free from any construction debris, stones larger than 3", organic material such as wood or dead plants larger than 2" in diameter. Any additional fill soil material brought onto site must be inspected by owner for suitability.

B. Where Sub soils are backfilled or constructed in depths greater than 2 feet, each 2 foot lift shall be compacted to minimize subsidence. C. Sub grade to be graded to within 6" of contours called for on plan, to provide proper drainage and be free of standing water. D. Sub soils to be scarified and loosened to relieve surface compaction prior to

E. After approval of subsoil grading, no additional equipment or vehicles may be driven on the area approved, except for equipment used in landscape operations. Any compaction or depressions must be corrected to reestablish proper sub grade as previously approved, prior to installation of topsoil and plant material.

# TOPSOIL APPLICATION AND TREATMENT

A. After topsoil (6" minimum thickness) is graded to the proper elevations, the following materials shall be applied and tilled (mixed) into the top 4" of the

1. Lime shall be evenly broadcast @ 190 lbs/1,000 sq. ft. (or as per soil test).

2. Soil Conditioner shall be evenly broadcast @ 50 lbs/1,000

3. 10-25-25 Basic Fertilizer shall be evenly broadcast at

the rate of 25 lbs/1,000 sq. ft.

4. Soil Amendment (Axis or Isolite) is evenly mixed into the

top 4" of the field surface. B. After incorporation of the above materials, the topsoil shall be re-firmed by dry-rolling (topsoil moisture content must be near zero percent) with a five

(5) ton roller on a dual flotation tired agricultural tractor. C. The surface grades shall be surveyed and any undulations or irregularities resulting from applications and soil structuring shall be corrected. D. Any stones larger than 2 inches in any dimension, shall be removed from

the top 3" utilizing a mechanical rock picker. E. Final grading shall be accomplished utilizing an automatic draft sensing hydraulic land plane attached to a flotation tired agricultural tractor. F. Cultivate and restructure the topsoil to a depth of 3-4". Grade tolerance shall be held to 1/4" per foot.

G. Cultivate and till the soil to a depth of 4-6" (depth may be limited by subsurface conditions).

H. Re-grade, re-firm and rake the soil surface. This is a smoothing and leveling operation to establish the final crown contours and elevations. I. Final stone pick the surface of any stones larger than 1" in any dimension.

# SEEDING AND MULCHING:

A. Only Flotation Tire Equipment will be permitted after final grade approval. B. Drill seeding shall be accomplished by utilizing a 4' wide seeder constructed with 16 rows of steel slicers spaced 3" or less on center and capable of placing seed 1/4" into the surface at a rate of 8 lbs. per 1000 square feet. C. Seed shall be Villanova Mixture Lot No. L20M-4-FSVSM-2, as supplied by Fisher and Son Co., Inc.: 237 King Street, Malvern, PA 19355 D. Mulching — The Contractor shall mulch all newly seeded areas with salt hay, at the rate of 140 pounds per 1,000 square feet in accordance with DEP

E. Provide manufacturer's fabric and straw combination to all seeded areas on banks 3 to 1 or steeper and where potential erosion may take place.

# **MAINTENANCE:**

A. Seeded lawn maintenance shall be for not less than 60 days after substantial completion.

a. If seeded in fall and not given full 60 days of maintenance, or if not considered acceptable at that time, continue maintenance the following spring until acceptable lawn is established.

B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, regrading and replanting, as required, to establish a smooth, acceptable lawn; free of eroded or bare areas. C. When seeding is completed, including maintenance, Owner will make an

inspection to determine acceptability. D. When it becomes necessary, the Owner shall inform the Contractor of unsatisfactory conditions of erosion and sediment devices, at such time the

Contractor shall improve the conditions of said devices to meet with the

approval of the Owner. E. Should unforeseen erosive conditions develop during construction the Contractor shall take action to remedy such conditions and to prevent damage to adjacent properties as a result of increased runoff and/or sediment

F. Seeded areas that have been washed away shall be filled and graded as necessary and then reseeded. This procedure shall be repeated after each storm or until no more signs of erosion are evident.

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DATE 11/18/11 H.O.P. SUBMISSION 05/17/12 H.O.P. RESUBMISSION 08/28/12 H.O.P. RESUBMISSION 03/11/13 H.O.P. RESUBMISSION 10/17/17 RADNOR B.O.C. MEETING

SHEET TITLE

SOIL EROSION CONTROL **DETAILS AND** NOTES

DRAWN BY: CHECKED BY:

SHEET NO.

KRM

SHEET NO. 17 OF 24

0124.057 PROJECT NO. DATE: NOVEMBER 18, 2011

# FILL MATERIAL NOTES:

ANCHOR POST-

(MIN. 2"

STEEL "U"

CHANNEL) (TYP.)

If the site will need to import or export material from the site, the responsibility for performing environmental due diligence and determination of clean fill will rest with the General Contractor. **DEFINITIONS:** 

Clean Fill is defined as: Uncontaminated, non-water soluble, non-decomposable, inert, solid material. The term includes soil, rock, stone, dredged material, used asphalt, and brick, block or concrete from construction and demolition activities that is separate from other waste and is recognizable as such. The term does not include materials placed in or on the waters of the Commonwealth unless otherwise authorized. (The term "used asphalt" does not include milled asphalt or asphalt that has been processed for re-use).

14

Clean Fill affected by a spill or release of a regulated substance: Fill materials affected by a spill or release of a regulated substance still qualifies as clean fill provided the testing reveals that the fill material contains concentrations of regulated substances that are below the residential limits in Tables FP-1a and FP-1b found in the Department's policy "Management of Fill".

Any person placing clean fill that has been affected by a spill or release of a regulated substance must use form FP-001 to certify the origin of the fill material and the results of the analytical testing to qualify the material as clean fill. Form FP-001 must be retained by the owner of the property receiving the fill. A copy of Form FP-001 can be found at the end of these instructions.

**Environmental due diligence**: The applicant must perform environmental due diligence to determine if the fill materials associated with the project qualify as clean fill. Environmental due diligence is defined as: Investigative techniques, including, but not limited to, visual property inspections, electronic data base searches, review of property ownership, review of property use history. Sanborn maps, environmental auestionnaires. transaction screens, analytical testing, environmental assessments or audits. Analytical testing is not a required part of due diligence unless visual inspection and/or review of the past land use of the property indicates that the fill may have been subjected to a spill or release of 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 it qualifies as clean fill. Testing should be performed in accordance with Appendix A of the Department's policy "Management of Fill".

Fill material that does not qualify as clean fill is regulated fill. Regulated fill is waste and must be managed in accordance with the Department's municipal or residual waste regulations based on 25 Pa. Code Chapters 287 Residual Waste Management or 271 Municipal Waste Management, whichever is applicable. These regulations are available on—line at <a href="www.pacode.com">www.pacode.com</a>.

# UTILITY LINE TRENCH EXCAVATION

2. Work crews and equipment for trenching, pipe installation and backfilling

4. Limit daily trench excavation to the length of pipe placement and

6. On the day following pipe placement and backfilling, the disturbed area shall be graded to final contours and appropriate temporary erosion and sediment pollution control measures/facilities shall be installed.



-FENCING ATTACHED

TO EACH POST IN

AT LEAST 3 PLACES

POSTS MUST BE SET

AT LEAST 18 INCHES

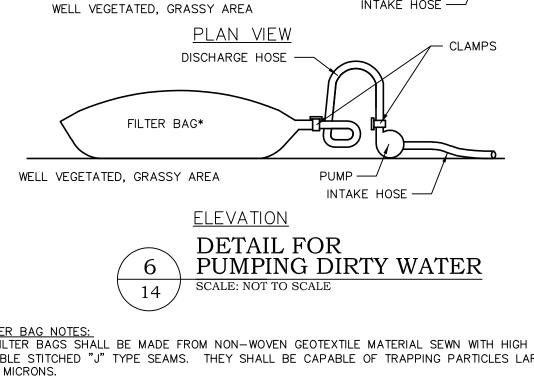
INTO GROUND

1. Limit advanced clearing and grubbing operations to a distance equal to two times the length of the pipe installation that can be completed in

shall be self-contained and separate from clearing, grubbing, site restoration and stabilization operations. 3. All soil excavated from the trench shall be placed on the uphill side of

backfilling that can be completed that same day. 5. Water which accumulates in the open trench shall be completely removed by pumping before pipe placement and/or backfilling begins. Water removed from the trench shall be pumped through a filtration

Stabilization shall be done immediately after the backfilling is complete.

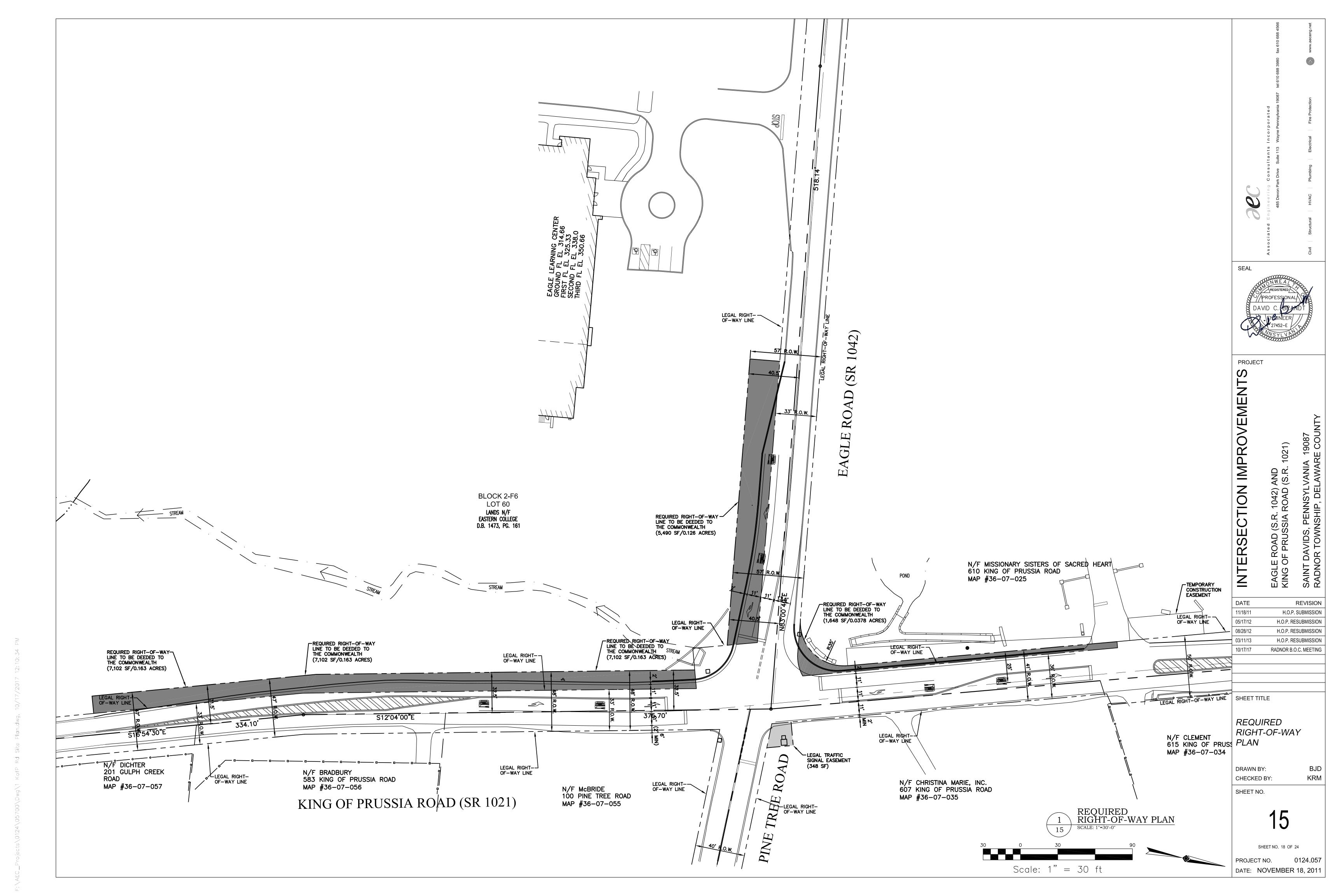


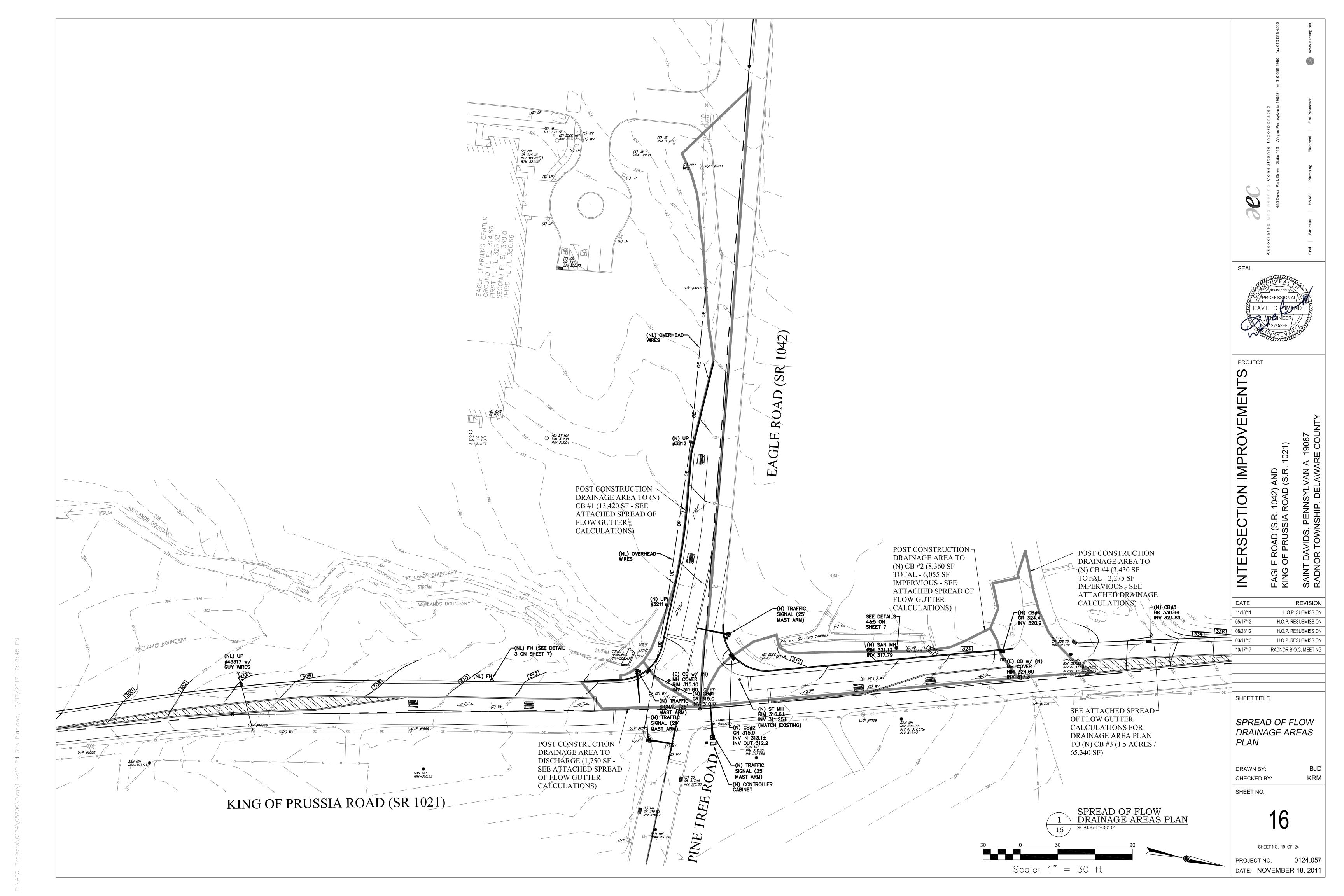
WELL VEGETATED AREA

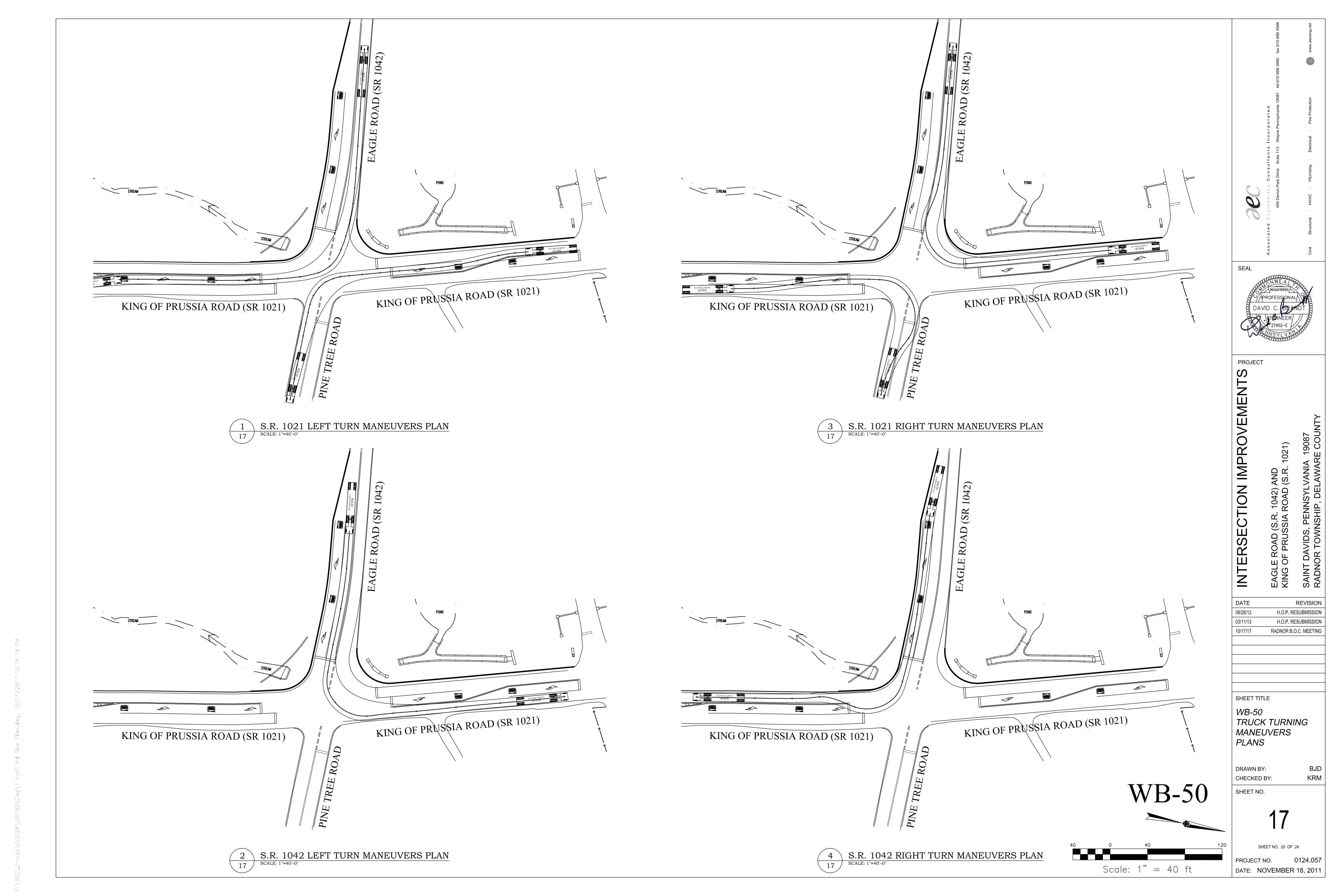
FILTER BAG\*

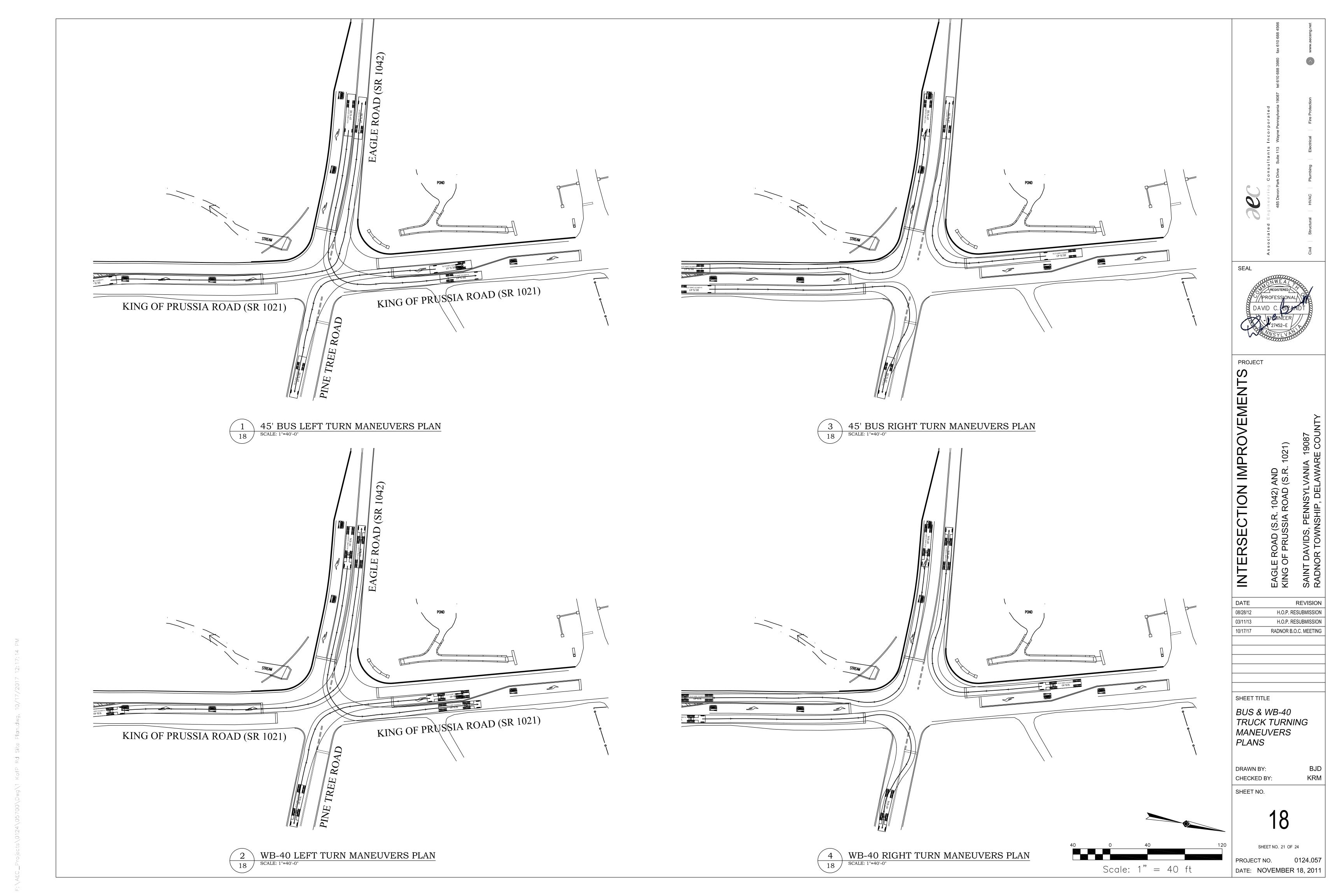
7. INSTALL PUMP AT FIRST SIGN OF PONDING WATER.

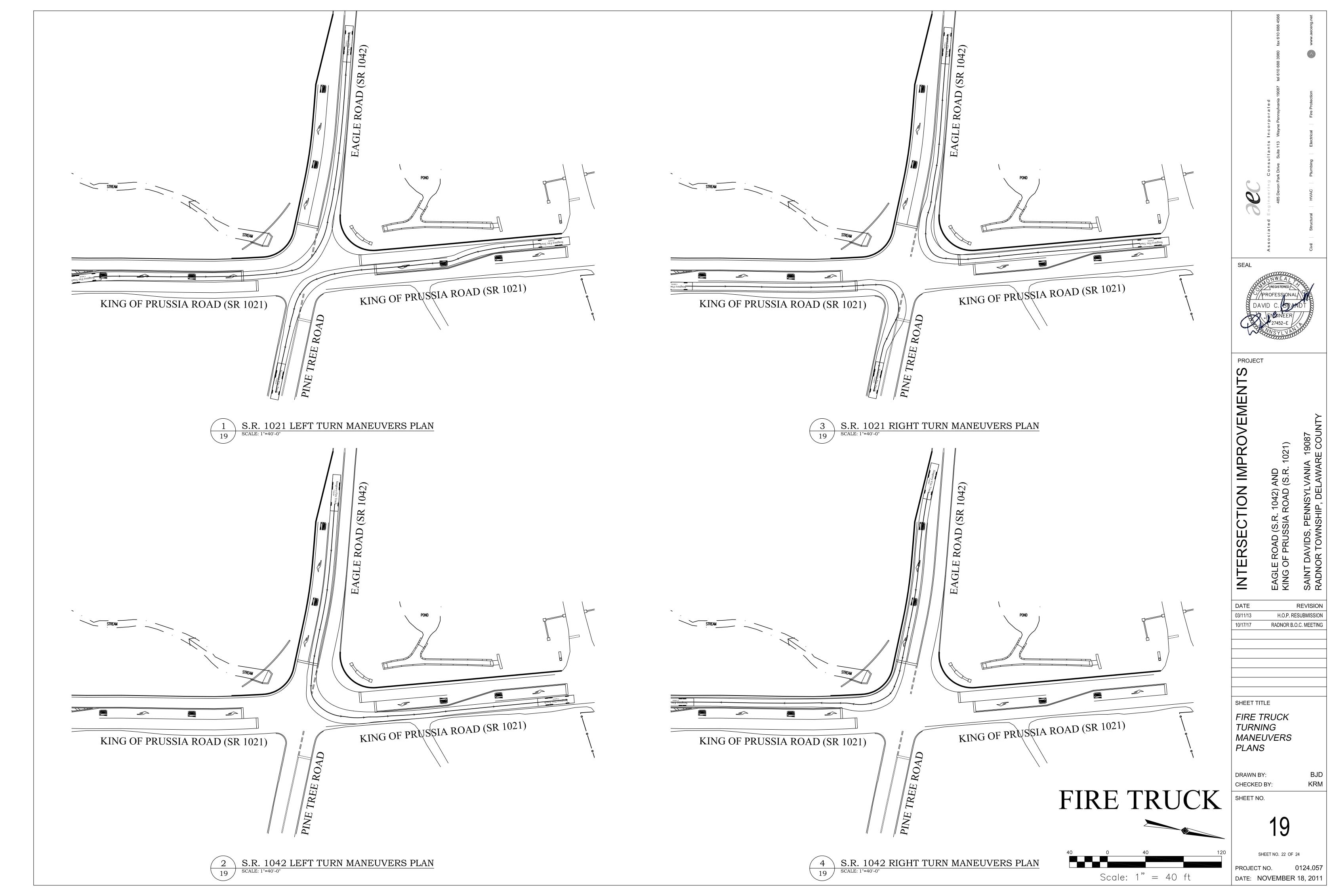
FILTER BAG NOTES:
1. FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENTGH, DOUBLE STITCHED "J" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 2. A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY REQUIRED FOR DISPOSAL PURPOSES MUST BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME HALF FULL. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED. 3. BAGS SHALL BE LOCATED IN A WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE FLOW PATH SHALL BE PROVIDED. GEOTEXTILE TO BE MIRAMAT EROSION CONTROL/REVEGETATION MAT. STYLE TM8 AS MANUFACTURED BY TC MIRAFI, INC., OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%. 4. THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. 5. THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR HALF THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHOULD BE FLOATING AND SCREENED. 6. FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.



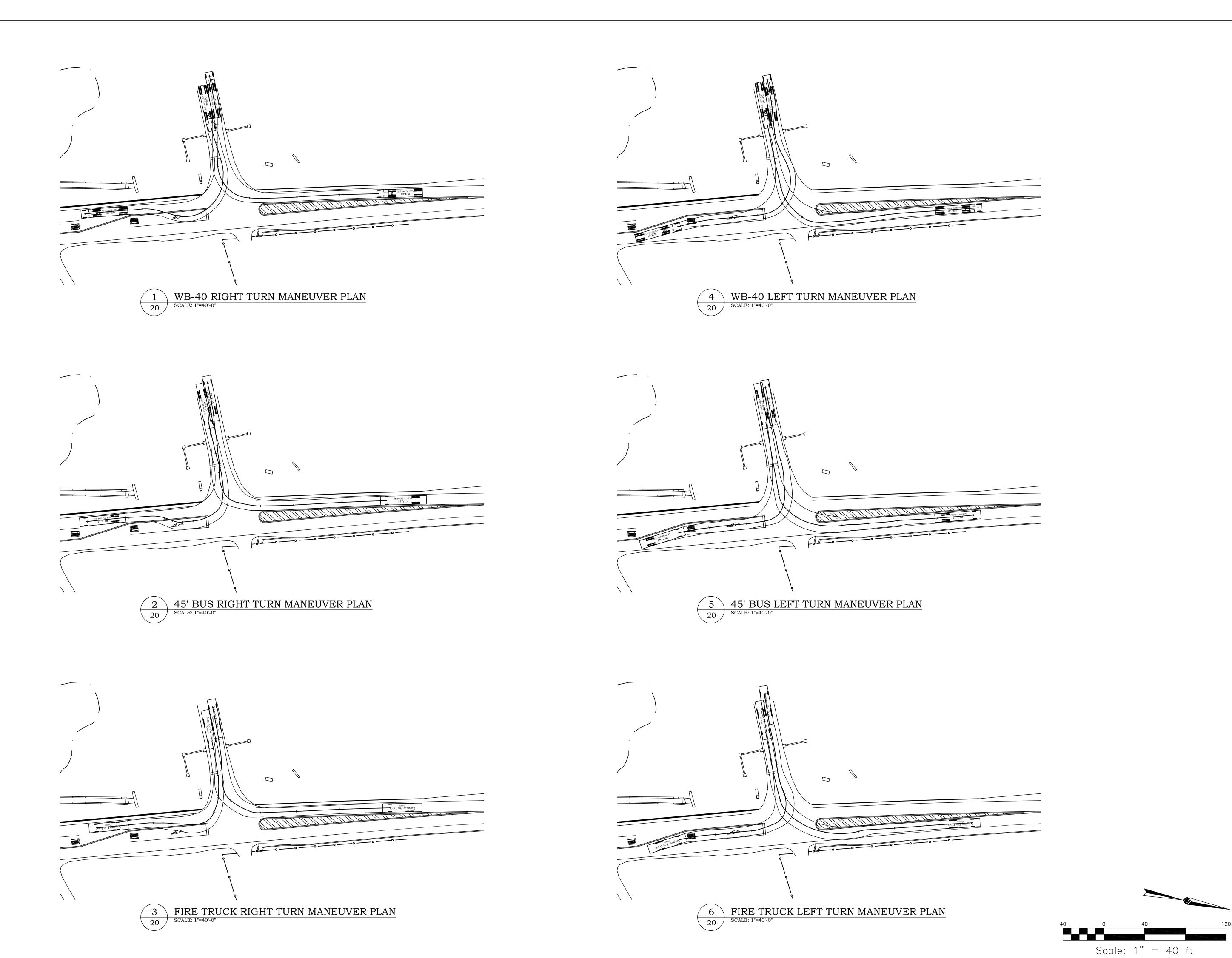








Projects\0124\05700\Dwg\1 KofP Rd Site Plan.dwg, 10/17/2



N IMPROVEMENTS &

EAGLE ROAD (S.R. 1042) AND KING OF PRUSSIA ROAD (S.R.

DATE REVISION

03/11/13 H.O.P. RESUBMISSION

10/17/17 RADNOR B.O.C. MEETING

SHEET TITLE

CABRINI ENTRANCE TRUCK TURNING MANEUVERS PLANS

DRAWN BY: CHECKED BY:

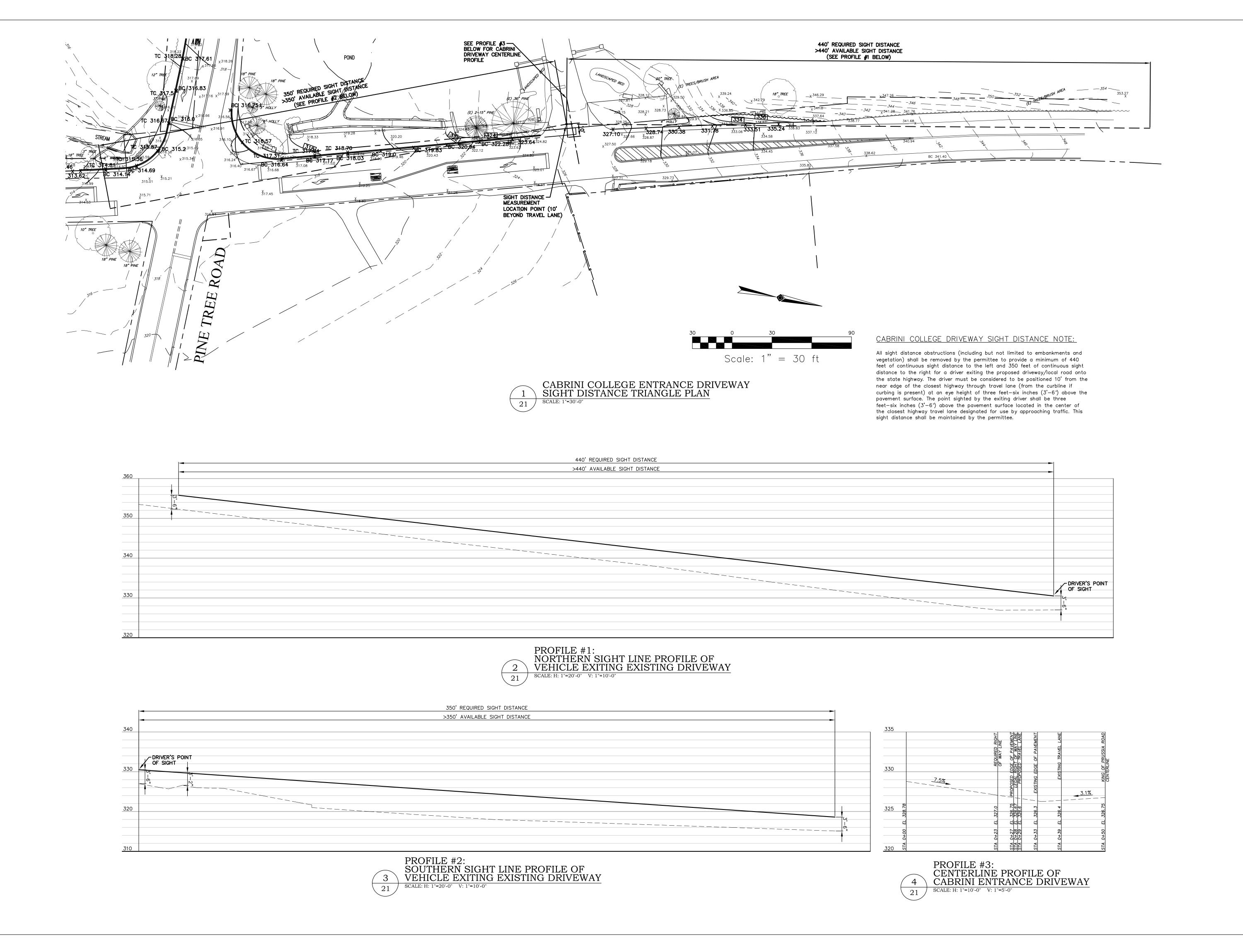
SHEET NO.

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SHEET NO. 23 OF 24

PROJECT NO. 0124.057

DATE: NOVEMBER 18, 2011



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E ROAD (S.R. 1042) AND OF PRUSSIA ROAD (S.R.

REVISION H.O.P. RESUBMISSION RADNOR B.O.C. MEETING

SHEET TITLE

CABRINI ENTRANCE SIGHT DISTANCE PLAN & PROFILES

DRAWN BY: CHECKED BY:

SHEET NO.

BJD

KRM

SHEET NO. 24 OF 24

PROJECT NO. 0124.057 DATE: NOVEMBER 18, 2011



485 Devon Park Drive Suite 113 Wayne Pennsylvania 19087 tel 610 688 3980 fax 610 688 4566

January 17, 2020

Mr. Steve Norcini Radnor Township 301 Iven Avenue Wayne, PA 19087-5297

RE: King of Prussia and Eagle Roads Intersection

**Proposal for Civil Engineering Services** 

AEC Proposal No.: 2020-005

Dear Mr. Norcini:

Associated Engineering Consultants, Inc. (AEC) is pleased to submit this proposal to provide civil engineering services for the above referenced project. This proposal is based on our meeting with Radnor Township on January 7, 2020.

#### **Project Understanding**

AEC previous prepared construction drawings for the modifications to the intersection of King of Prussia Road and Eagle Road. A HOP permit application had been submitted and reviewed by PennDOT in 2012/2013, but never finalized.

The proposed project is to complete the permit process and construction the project. Documents will need to be modified and resubmitted to PennDOT in response to their last review letter dated April 8, 2013. Once approved by PennDOT, documents will need to be submitted to the Township for a Grading Permit.

Modifications to the drawings include the Signal Plans and Traffic Study that was done by Traffic Planning and Design (TPD). AEC will subcontract with TPD for their portion of the work. A copy of TPD's proposal is attached.

#### **Engineering Scope of Work**

#### Design, Documentation, and Permitting

•	Co	nduct a site survey to confirm existing conditions	\$3,700
	0	Survey physical/topographical conditions (2 people)	
	0	Update the existing conditions plan with surveyed information	
•	Pre	epare permit/construction Drawings	\$13,000
	_	Povice drawings per last HOP review comments	

- Revise drawings per last HOP review comments
- Revise drawings to include the replacement of the stormwater pipe along Cabrini's property
- Coordinate with TPD and update AEC's drawings per their update information
- Update "Right-of-Way" forms from adjacent property owners
- Prepare response letter
- Update Signal Plans & Traffic Study (Traffic Planning & Design) \$12,300
  - Revise drawings per last review comments
  - Conduct manual counts to update study
  - o Determine traffic volumes and signal phasing and timing per new counts
  - Resubmit updated documentation to Radnor and PennDOT
  - o Provide one (1) revision and resubmission per review comments



Mr. Steve Norcini

Re: King of Prussia and Eagle Roads Intersection Proposal for Civil Engineering Services AEC Proposal No.: 2020-005

January 17, 2020 Page 2 of 3

<ul> <li>Submit to PennDOT for HOP Permit</li> <li>Prepare application package and submit</li> <li>Receive review comments</li> <li>Revise drawings and resubmit, if required</li> </ul>	\$4,000
<ul> <li>Submit to Radnor Township for Grading Permit</li> <li>Prepare application and submit</li> <li>One (1) Shade Tree Commission meeting</li> <li>One (1) resubmission per review comments, if required</li> <li>Revise AEC's drawings per TPD's updated information</li> </ul>	\$2,000
Total Design, Documentation, and Permitting	\$35,000
<ul> <li>Bidding, if required</li> <li>Attend one pre-bid meeting</li> <li>Respond to contractor RFI's</li> </ul>	\$1,000
Construction Administration, if required  • AEC Services  • Review shop drawings  • Respond to contractor's RFI's  • Attend six (6) meetings and/or site visits	\$10,000
<ul> <li>Prepare field reports</li> <li>Provide as-built drawings</li> <li>TPD Services (Allowance)</li> <li>Provide PennDOT, Township or Project Team Coordination</li> <li>Prepare an As-Built Traffic Signal Permit Plan, if directed by PennDOT</li> </ul>	\$5,000

Total All Services \$51,000

#### Compensation

All work shall be performed on a fixed fee basis, plus reimbursable expenses. If the scope of the work varies from the scope outlined above, fees will be adjusted accordingly. Additional services will be billed on an hourly basis at rate of \$150.

Reimbursable expenses such as, printing, postage, overnight or hand delivery charges and application fees, are not included in the engineering fee above. The expenses will be billed separately at a rate of 1.1 times our direct costs.

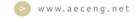
#### **Billing and Payment**

AEC will issue invoices on a monthly basis as work proceeds. Payment is due within thirty (30) days of the date of the invoice. If payment is not received within thirty (30) days, a service charge of 1.5% per month (18% per year) may be charged.

#### **Assumptions/Clarifications**

- There are no Land Development or Zoning approvals required for this project.
- There are no stormwater management requirements.

We appreciate the opportunity to quote our services for this project and look forward to working with you in the near future. If you have any questions or require any additional information, please do not hesitate to contact me.



Mr. Steve Norcini

Re: King of Prussia and Eagle Roads Intersection Proposal for Civil Engineering Services AEC Proposal No.: 2020-005

January 17, 2020 Page 3 of 3

If you wish to retain Associated Engineering Consultants, Inc. for the above services, please sign and date below where indicated, and return one copy for our records.

Sincerely,

<b>3</b> ,	
Associated Engineering Consultants, Inc.	
Naven R. M. Manuels	
Karen R. McManuels, P.E. Manager, Operations	
Signature	Date
Title	Purchase Order or Project Number

F:\AEC\_Proposals\2020\Radnor Twp - KoP-Eagle Intersection.docx



### WWW.TRAFFICPD.COM

# **Professional Services Agreement – Letter of Engagement**

Date: January	/ 10, 2020	_ Client:	Associated Engineering Consultants, Inc.
Client Address:	485 Devon	Park Drive	
	Suite 113		
_	Wayne, PA	19087	
Client Contact:	Karen R. M	1cManuels	, P.E.
Project Name:	King of Pru	ssia Road/	Eagle Road – Signal Design
Municipality/Cou	nty/State:	Radnor T	ownship, Delaware County, PA
TPD Project Mana	ager:	Guido W	. DiMartino, P.E.
TPD Project No.:		AECI.000	01

Traffic Planning and Design, Inc. (TPD) is pleased to submit this Letter of Engagement regarding the above-referenced project. This Agreement will be between TPD and Associated Engineering Consultants, Inc. ("Client").

# **Scope of Services**

Upon Client's authorization, TPD will perform the following tasks related to the traffic signal design at the King of Prussia Road/Eagle Road intersection:

- 1. Project kick-off coordination with the Client and the Project Team.
- 2. Revise Traffic Signal Permit Plan and Traffic Signal Construction Plan per latest roadway design file (to be provided by Client). This assumes limited changes to the layout submitted in 2012 and the latest roadway design does not impact signal equipment locations. No pedestrian accommodations were provided at the intersection in 2012.
- 3. Revise Traffic Signal Permit Plan, Traffic Signal Construction Plan, and Traffic Signal Design Study to address "Signal" comments from 4/8/13 PennDOT review letter.
- 4. Revise Traffic Signal Permit Plan, Traffic Signal Construction Plan, and Traffic Signal Design Study to address "Traffic Signal Plans" and "Traffic Signal Design Study" comments from Radnor Township review email, prepared by Gilmore & Associates.

- 5. Conduct manual counts for the weekday morning (7:00-9:00 A.M.) and weekday evening (4:00-6:00 P.M.) peak hours at King of Prussia Road and Eagle Road.
- 6. Determine Opening Year Projected Condition traffic volumes for the AM and PM peak hours at King of Prussia Road and Eagle Road.
- Determine proper traffic signal phasing and timing for King of Prussia Road and Eagle Road based on the projected traffic volumes.
- Coordinate the completion of an Application for Traffic Signal Approval (PennDOT form TE-160) with Radnor Township.
- Provide a Traffic Signal Design Package to Client for submission to PennDOT and Radnor Township.
- 10. Upon receipt of written comments from the Township and PennDOT for the above submission, TPD will revise the traffic signal design package per any comments regarding mathematical, analytical, drafting or typographical errors by TPD, accordingly. If there are comments which materially change the scope of the proposed improvements or are due to reviewer or client preference, TPD will identify these comments, and discuss with Client to determine if TPD is to comply. If so, TPD will issue an out-of-scope for the cost to revise the design to accommodate the change(s), prepare the appropriate responses, and provide the revised Traffic Signal package to the Client for submission to the Township and PennDOT.
- 11. Upon review and approval from PennDOT and Radnor Township, coordinate the submission of a final traffic signal permit plan on mylar to Radnor Township for signature, and forward the mylar to PennDOT for signature/final approval.
- 12. Attend two (2) PennDOT field meetings; the pole spot meeting and traffic signal final inspection meeting.
- 13. Allowance for construction assistance:
  - If directed by PennDOT, prepare an As-built Traffic Signal Permit Plan.
  - PennDOT, Township or project team related coordination.

Please note, an out-of-scope will be required if the construction assistance exceeds the allowance budget noted below.

### Not included:

- HOP design, which will be completed by Associated Engineering Consultants, Inc.
- Project team and/or PennDOT/Township meetings and conference calls, besides those listed above.
- Any additional resubmissions not included in the Scope of Services.

# **Fee for Services**

The services described above will be provided based on TPD's current fee schedule. TPD's flat fee for these professional services listed in Tasks 1-12 is **\$12,300.00**. TPD's allowance for Task 13 (Construction Assistance) is **\$5,000.00**. TPD will not proceed with services beyond this fee without additional coordination with Client.

Expenses such as copies, prints, postage, mileage, next-day mail, and hand-delivery of materials are **not** included in the fee for professional services, and will be billed in addition to TPD's professional services.

{Continue to next Page for TPD Standard Terms and Conditions}

## **Terms and Conditions**

# 1. Payment Terms

- a. Invoices: TPD shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 calendar days of receipt. If Client fails to make full payment on any undisputed amount due to TPD within 30 calendar days after receipt of TPD's invoice, then (1) the amounts due to TPD will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less), and (2) in addition TPD may, after giving seven (7) calendar days written notice to Client, suspend services under this Agreement until TPD has been paid in full all amounts due. TPD shall not be obligated to resume services under the Agreement until Client has paid all sums previously due and owed by Client. Client waives any and all claims against TPD for any such suspension.
- b. Payment: As compensation for TPD providing or furnishing services, Client shall pay TPD as set forth in TPD's Professional Services Agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise TPD in writing of the specific basis for doing so, and may withhold only that portion so disputed, and must pay the undisputed portion. Client agrees to reimburse TPD for all costs and expenses incurred in connection with the collection of invoices due here under, including reasonable attorney's fees.

# 2. Instruments of Service

- a. Drawings, specifications and other documents prepared by TPD and TPD's consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. TPD and TPD's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights whether or not the project is completed.
- b. TPD grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Client may make and retain copies of documents for information and reference in connection with use on the project by Client. The non-exclusive license does not come into existence until payment is made and any license that has come into existence is automatically terminated upon TPD's suspension of services under Paragraph 1 a. for Client's failure to make any payment due under this Agreement.
- c. Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions of the specific project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by TPD, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to TPD or to TPD's Consultants. Client shall defend, indemnify and hold harmless TPD and TPD's Consultants from all claims, damages, losses, economic damages and expenses, including attorneys' fees arising out of or resulting from such reuse or modification.

# 3. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by TPD under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TPD makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished, or in any report, opinion, document, by TPD.

# 4. Limitation of Liability

- a. To the fullest extent permitted by law, the total liability in the aggregate, of TPD and TPD's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to TPD's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, any negligence, errors, omissions, strict liability, breach of this Agreement, misrepresentation, or breach of warranty of TPD or TPD's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by TPD under this Agreement or \$50,000 whichever is greater.
- b. Client and TPD waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Project or Agreement.
- c. TPD may rely upon the accuracy and completeness of, and shall not be responsible for, any acts or omissions in any data, design elements and information supplied by Client, or by any contractor, subcontractor, supplier, agent or employee or any other person acting on behalf of Client.

# 5. Termination

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 calendar days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - b. By TPD:
      - i. Upon seven (7) calendar days written notice if Client demands that TPD furnish or perform services contrary to TPD's responsibilities as a licensed professional; or
      - ii. Upon seven (7) calendar days written notice if TPD's services are delayed for more than 60 calendar days for reasons beyond TPD's control.
      - iii. Upon seven (7) calendar days' written notice if Client fails to pay TPD for its services in accordance with contract terms.
    - c. TPD shall have no liability to Client on account of a termination for cause by TPD.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.A.1.a if the party receiving such notice begins, within seven (7) calendar days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 calendar days of receipt of notice.
  - For convenience, by Client, effective five (5) calendar days after TPD's receipt of written notice from Client.
- B. In the event of any termination under Paragraph 5, TPD will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the services, and TPD's consultants' charges, if any.

# 6. Successors and Beneficiaries

- a. TPD and Client each is hereby bound and the successors, executors, administrators, and legal representatives of TPD and Client are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- b. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TPD to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client named in TPD's Professional Services Agreement and TPD and not for the benefit of any other party.

# 7. Dispute Resolution

Disputes shall be initiated by written notice. Prior to the initiation of any legal proceedings, Client and TPD agree to negotiate a resolution to each dispute between them in good faith during the 30 calendar days after receiving written notice of the dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. A written request for mediation may be made by either party. The receiving party shall respond within ten (10) business days, and the initial mediation session shall be held within thirty (30) business days of the request. The parties shall share equally the costs and expenses of the mediation, except that each party shall bear the cost of its own legal representation. If mediation is unsuccessful, then the parties may exercise their rights at law. Either party may proceed in accordance with applicable law to meet filing deadlines, but any litigation shall be stayed for a reasonable period to negotiate and mediate the dispute as set forth in this paragraph.

### 8. General Conditions

- a. TPD shall complete its services in accordance with the schedule identified in the Professional Services
  Agreement or if no time period is specified, within a reasonable period of time.
- b. If, through no fault of TPD, such periods of time or dates are changed, or the orderly and continuous progress of TPD's services is impaired, or TPD's services are delayed or suspended, then the time for completion of TPD's services, and the rates and amounts of TPD's compensation, shall be adjusted equitably.
- c. TPD shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall TPD have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. TPD shall not be responsible for the acts or omissions of any Contractor. TPD neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.
- d. TPD's opinions (if any) of probable construction cost are to be made on the basis of TPD's experience, qualifications, and general familiarity with the construction industry. However, because TPD has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TPD cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by TPD. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.
- e. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- f. This Agreement is to be governed by the law of the state in which the project is located.

# 9. Total Agreement

- a. This Agreement (together with any expressly incorporated attachments), constitutes the entire agreement between TPD and Client and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument by both parties.
- b. This Agreement may be executed by way of original, facsimile, PDF or electronic signature and transmitted electronically. The Agreement may be executed in counterpart, each of which shall be deemed an original, but all counterparts together shall constitute one and the same Agreement.

{Continue to next page for Authorization Page}

# **AUTHORIZATION PAGE**

# Terms and Conditions for this Letter of Engagement

TPD's standard Terms & Conditions below shall be considered part of this Letter of Engagement.

# Confidentiality

Client agrees that any unauthorized use or disclosure of TPD's standard Terms and Conditions or rate schedule constitutes a violation of applicable state laws, regarding, without limitation, unfair competition, misappropriation, and trade secrets.

# Client Acceptance

TPD's offer of services under this Agreement shall remain valid for thirty (30) calendar days from the date of this letter. Acceptance of the Agreement after the end of the thirty (30) day period shall be valid only if TPD elects, in writing, to reaffirm the letter, and waives its right to re-evaluate and resubmit the letter. In order for TPD to begin our services, we request that Client review this Agreement and return the signed authorization to our office.

Prepared by:	
Guido W. DiMartino, P.E. Senior Project Manager	
Client Authorization (TPD Job #AECI.0000)	1)
Client authorizes TPD to proceed with the serv	ices as described within this Agreement:
Signature:	
Name (Please Print):	
Position:	Firm:
Date:	E-mail Address:

Please retain one copy for your file and forward an executed copy to TPD.

Phone Number:

# **RESOLUTION NO. 2020-58**

# A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE PAYMENT OF CHANGE ORDER #1 FOR THE ROBERTS ROAD CULVERT REHABILITATION (CONTRACT # B-19-007) TO LOFTUS CONSTRUCTION, INC. IN THE AMOUNT OF \$36,860.14

*WHEREAS*, Radnor Township has incurred a change order to the original contract price due to unforeseen conditions, as part of the Culvert Rehabilitation

WHEREAS, the tabulation of the change order is as follows:

CO#	Description	Cost
1	Locate the full length of the interfering gas main using test pits, excavate to the main, support it, excavate beneath it, install form work, pour concrete around it, remove the forms and fill the voids	\$36,860.14
	TOTAL COST OF CHANGE ORDER #1	\$36,860.14

**NOW, THEREFORE,** be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize the Payment of Change Order #1 for the Roberts Road Culvert Rehabilitation (Contract # B-19-007) to Loftus Construction, Inc. in the amount of \$36,860.14.

SO RESOLVED this 18th day of May, A.D., 2020.

# RADNOR TOWNSHIP

		By:		
		·	Jack Larkin President	
ATTEST:	William M. White			
	Manager & Secretary			

# **Radnor Township**

# PROPOSED LEGISLATION

DATE:

May 12, 2020

TO:

Radnor Township Board of Commissioners

FROM:

Dennis P. Capella, Engineering Project Manager

CC:

William M. White, Manager

Stephen F. Norcini, P.E., Township Engineer

LEGISLATION: Resolution #2020-58: Authorizing Payment of Change Order #1 for the Roberts Road Culvert Rehabilitation (Contract # B-19-007) to Loftus Construction, Inc. in the amount of \$36,860.14

**LEGISLATIVE HISTORY:** This specific change orders have not been before the Commissioners previously.

<u>PURPOSE AND EXPLANATION</u>: During the process of construction of the Roberts Road Culvert Rehabilitation an unforeseen issue was identified and needs to be addressed. A summary of the current change order follows:

CO#	Description/Explanation	Cost
1	Locate the full length of the interfering gas main using test pits, excavate to the main, support it, excavate beneath it, install form work, pour concrete around it, remove the forms and fill the voids (cost breakdown is attached)/During standard procedure test pits to locate the water main, a gas main was identified within the culvert limits instead of outside as indicated in the PA One Call and subsequent bid plans, and construction modification are required accordingly.	\$36,860.14
	TOTAL COST OF CHANGE ORDER # 1	\$36,860.14

<u>IMPLEMENTATION SCHEDULE</u>: Pending Board of Commissioners approval, the Change Order will be signed and a requisition will be entered into the financial system.

**FISCAL IMPACT**: This project is funded by the Stormwater Management Fund. Sufficient funds are available within this item to cover the cost of this change order.

**RECOMMENDED ACTION**: Staff respectfully requests the Board of Commissioners of Radnor Township to authorize payment of Change Order #1 for the Roberts Road Culvert Rehabilitation (Contract # B-19-007) to Loftus Construction, Inc. in the amount of \$36,860.14.

# Cost Proposal Roberts Road Culvert Rehabilitation

# **PCO #01 - Gas Main Accomodations**

Item #	Description of Work	Total Cost
1	Perform additional test pit work determine exact location of gas main	\$ 5,203.26
2	Excavate around and expose gas main and prepare for being supported	\$ 3,203.26
3	Deliver materials to site; Install supports and protect gas main from damage	\$ 6,124.01
4	Selectively excavate adjacent to and under gas main to allow arch repairs	\$ 9,728.27
5	Install forms to create void around gas main to allow future maintenance	\$ 8,702.10
6	Remove forms from void and place screenings around gas main	\$ 3,899.24

TOTAL \$ 36,860.14

# **Radnor Township**

# PROPOSED LEGISLATION INTRODUCTION



FROM: Kevin W. Kochanski, Community Development Director

**SUBJECT:** Emergency Generator Ordinance Amendment

**DATE**: May 13, 2020

### **LEGISLATION:**

Ordinance #2020-11 Amending Chapter 280 of the Radnor Code, Zoning Ordinance, adding Section 115.6 establishing installation and setback requirements for Emergency Generators.

### **LEGISLATIVE HISTORY:**

Current ordinance regulations do not specifically address emergency generators for residential or commercial applications. As such, they have been regulated as an accessory structure; which in most residential applications will allow emergency generators to be placed in close proximity to a side or rear property line. Emergency Generators are mechanical equipment that produce noise and could impact adjacent neighbors. Over recent years, Emergency Generators have gained in popularity and the Department occasionally has received complaints. The proposed regulations will still permit their installation but offer a much greater protection for adjacent neighbors.

<u>Delaware County Planning Commission</u> – Once introduced, the ordinance will be sent to the County Planning Commission for review. Comments are expected prior to the adoption hearing.

<u>Radnor Township Planning Commission</u> – Once introduced, the ordinance will be sent to the Township Planning Commission for review. Comments are expected prior to the adoption hearing.

### FISCAL IMPACT:

This ordinance is not expected to have any impact on the Budget.

# **RECOMMENDED ACTION:**

The Staff would respectfully recommend that this Ordinance be Introduced on May 18, 2020 and be forwarded to the Township and County Planning Commissions for their review.

Thank you for your consideration.

# ORDINANCE NO. 2020 –11

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA AMENDING ARTICLE XX, GENERAL REGULATIONS, OF THE RADNOR TOWNSHIP ZONING ORDINANCE BY PROVIDING INSTALLATION AND SETBACK REQUIREMENTS FOR EMERGENCY GENERATORS

**NOW THEREFORE, IT IS HEREBY ENACTED AND ORDAINED** by the Board of Commissioners of Radnor Township, as follows:

**Section 1.** Article XX, Section 115 is hereby amended, adding a new subsection to read as follows:

280-115.6 – Emergency Generators

Permanently installed Emergency Generators shall be permitted as an accessory use in all districts in accordance with the following:

- A. Emergency Generators shall not be located in the front yard.
- B. Emergency Generators shall meet the minimum side and rear yard requirements for principal structures in the district in which they are located. However, in all cases emergency generators shall be at least 15 feet from any property line.
- C. Emergency generators located on residential lots less than 1 acre in size shall be located no further than 10 feet from a side or rear of the principal dwelling unit it is intended to serve.
- D. Emergency generators shall only be used in a power outage or emergency situations for the duration of the event; provided, such are operated within the manufacturer's specifications and with all standard noise-reducing equipment in use, unmodified, and in proper operating condition.
- E. Testing or maintenance cycles of emergency generators shall be in accordance with manufacturer's specifications and for only a short duration between the hours of 10:00 a.m. and 5:00 p.m. Monday through Friday.
- F. Emergency generators, used for the sole purpose of supplying electrical power to dwelling units within residential zoning districts may operate at a decibel level not to exceed 75 decibels, measured at the closest property line.
- G. Standby generators that are permanently wired into load centers shall be in accordance with, but not limited to, the National Electrical Code, the Pennsylvania Uniform Construction Code, UL and the manufacturer's specifications. Such generators shall require a permit with inspection(s).
- H. Portable standby generators not hard-wired permanently into residential electrical load centers do not require UCC or Township permits.

**Section 2**. Severability. If any section, paragraph, sub-section, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

**Section 3.** Repealer. All ordinances inconsistent herewith are repealed to the extent of such inconsistency.

**Section 4.** Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

<b>ENACTED AND ORDAINED</b> this		day of	_, 2020.
		RADNOR TOWNSHIP	
	By:	Name: Jack Larkin Title: President	
ATTEST: William M. White, Secretary			

## **RESOLUTION NO. 2020-59**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE FIVE-YEAR CAPITAL LEASE AGREEMENT WITH BANKFUNDING, LLC FOR THE FINANCING OF THE TWO PURCHASED SANITATION PACKERS WITH PLOW AND ONE PURCHASED DUMP TRUCK WITH PLOW

*WHEREAS*, the Five-Year Capital Plan, incorporated into the 2020 Budget, included appropriations for the replacement of two (2) Public Works Sanitation Packers with the two (2) purchased 2021 HV607 SBA 6x4 International Truck Chassis, Leach 25 Yard Refuse Body, and Good Roads Model 120M Snow Plow together the Public Works Sanitation Packers "Refuse Trucks with Plow"; and

WHEREAS, the Five-Year Capital Plan, incorporated into the 2020 Budget, included appropriations for the replacement of one (1) Public Works Highway Maintenance Dump Truck with the one (1) purchased 2020 Model 348 Peterbilt Truck Chassis, Beauroc Dump Body, and Metropolitan Straight Plow together the Public Works Highway Maintenance Dump Truck "Dump Truck with Plow"; and

**WHEREAS**, the Capital Plan projected financing the replacement equipment through a five-year capital lease at the conclusion of which, the ownership of the equipment will become the Township's; and

**WHEREAS**, the Board of Commissioners authorized the purchase of the equipment referenced herein via Resolution 2020-18 dated February 10, 2020; and

**NOW, THEREFORE**, be it hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby authorize the Township to enter into a five-year capital lease agreement with BankFunding, LLC at an interest rate of 1.850% APY which results in an annual payment of approximately \$120,814.97, with the first lease payment due on or about December 1, 2020 and annually thereafter until the conclusion of the lease period, at which time the Township will own the equipment outright.

SO RESOLVED this 18h day of May, 2020.

		RADNOR TOWNSHIP
	By:	Name: Jack Larkin, Esq.
ATTEST:		Title: President
William M. White Township Manager / Secretary		

# **Radnor Township**

# PROPOSED LEGISLATION



**DATE**: May 12, 2020

TO: Board of Commissioners

**FROM**: **Robert V. Tate, Jr.** Acting Finance Director

Cholut V. State, Jr.

**LEGISLATION**: Resolution No. 2020-59, authorizing the financing of three (3) Public Works vehicles:

- Two (2) Public Works Sanitation Packers (Refuse Trucks with Plow)
- One (1) Public Works Highway Maintenance Dump Truck with Plow

## **LEGISLATIVE HISTORY:**

- (1) The Board of Commissioners authorized the purchase of these vehicles on February 10, 2020, Resolution No. 2020-18.
- (2) The Five-Year Capital Program, incorporated into the 2020 Budget, included capital leases for three (3) Public Works vehicles ("Sanitation Packers" and "Dump Truck). The lease terms projected a five year payment period with a purchase option of \$1 at the end of the financing.

**PURPOSE AND EXPLANATION**: The purpose of this request is to allow the Administration to finance the three (3) replacement Public Works vehicles approved in 2020: Two (2) Public Works Sanitation Packers "Refuse Trucks with Plow" and one (1) "Dump Truck with Plow" both purchased under PA CoStars contracts with financing of a five year capital lease provided by BankFunding, LLC.

The three (3) Public Works vehicles will be purchased from the following vendors in accordance with a PA Costars contract and Resolution No. 2020-18:

Two (2) Refuse Trucks with Plow and One (1) Dump Truck with Plow				
Description	Vendor	Costars Contract	Price	
2021 HV607 SBA 6x4 International Truck Chassis	G. L. Sayre, Inc.	25-017	\$95,405.64	
Leach 25 Yard Refuse Body	GranTurk Equipment Co., Inc.	25-046	\$93,673.50	
Good Roads Model 120M Plow	H.A DeHart & Son	25-052	\$13,370.00	
Subtotal for One (1) Refuse Truck with Plow			\$202,449.14	
Subtotal for Two (2) Refuse Trucks with Plow			\$404,898.28	
2020 Model 348 Peterbilt Truck Chassis	G.L. Sayre, Inc.	25-017	\$95,244.00	
Beauroc SSM4 Dump Body and Metropolitan Plow	Triad Truck Equipment	25-060	\$76,662.00	
Subtotal for One (1) Dump Truck with Plow			\$171,906.00	
Grand Total			<u>\$576,804.28</u>	

On May 7, 2020, the Administration received the following proposals from three (3) firms for a five year lease term with a purchase option of \$1 at the end of the financing. Please note that figures below are for *THREE* (3) vehicles:

Firm	5 Year	<b>Annual Payment</b>	Total 5 Year	
FII III	3 Teal	(5 Years)		
Bank Funding, LLC	1.850%	\$120,814.97	\$604,074.85	
TD Equipment Finance, Inc.	1.862%	\$120,925.89	\$604,629.43	
Clayton Holdings, LLC	1.960%	\$121,167.95	\$605,839.75	

**IMPLEMENTATION SCHEDULE**: With the Boards authorization, Township Administration will accept Bank Funding, LLC five year lease proposal. The estimated delivery date of the three (2) vehicles is July/August 2020. The first lease payment will be due on December 1, 2020 and annually thereafter for five years.

**FISCAL IMPACT**: The fiscal impact will be an annual obligation of \$120,814.97 to be paid from the Township's Capital Fund (#05) for years 2020 – 2024. The interest expense during the financing period (five years) is \$27,270.57. At the conclusion of the lease term, five years, ownership of the vehicles will be the Township's. If at any point during the lease term, the Board of Commissioners does not appropriate for that particular year's lease payment obligation, the lease contract will be voided with the vehicles being forfeited to the financial institution (Non-appropriation Clause).

The Five Year Capital program estimated the aggregate payment for the three (3) vehicles to be \$135,000.00 per year over the five-year term. The actual payments will be \$120,814.97 per year over the five-year term.

Other financing options were considered during the analysis including:

Alternatives	Notes vs. Capital Lease
Operating Lease	More expensive and no ownership at the end of the term
Cash Purchase	Less expensive, but would require more cash than the
	capital fund has allotted to it for 2020

**RECOMMENDED ACTION**: The Administration respectfully recommends that the Board authorize the Township to accept Bank Funding, LLC proposal to provide five-year capital lease financing for the purchase of the three (3) Public Works vehicles.

# Reports of Standing Committees of the Board

# New Business

Garrett Hill Overlay Zoning Changes (requested by Commissioner Farhy)

Commercial Marijuana Restrictions (requested by Commissioner Farhy)

Ban safe injection sites anywhere in Radnor Township. (requested by Commissioner Farhy).

Board vote to immediately open Radnor Township playgrounds for public use (and directing OEM to provide applicable safety guidelines for the public to follow); and directing the Director of Radnor Township Recreation & Community Programming Department to provide an in

person children's summer camp for children of the Township (and directing the OEM to provide applicable safety guidelines for the camp). These actions are to be undertaken in accordance with the Radnor Home Rule Charter.

(requested by Commissioner Booker)

# Old Business

Public Participation - If you would like to participate in the meeting, please send an email to publiccomment(a)radnor.org. This email address will only be monitored during the meeting. E-mails sent to this address during the meeting will be read into the record.

# Adjournment