#### **BOARD OF COMMISSIONERS**

#### Revised AGENDA (amended 11/9/2020)

#### Monday, November 9, 2020 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session held on November 5, 2020

1. Public Participation

#### 2. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner Meeting of October 26, 2020
- c) Resolution #2020-132 Declaring Its Support For Small Business Saturday In Radnor Township
- d) Motion Authorizing Free Parking for all of Radnor Township on Saturday after Thanksgiving and Saturdays in December (amended 11/9/2020)
- e) Resolution #2020-129 Authorizing the Execution of a Grant Application to the Pennsylvania Department of Community & Economic Development Keystone Communities Program for the Fenimore Woods Park Renovations
- f) Resolution #2020-130 -Authorizing the Execution of a Grant Application to Exelon Corporation for the purchase of Charging Station
- g) Resolution #2020-128 -Approval of PEMA-DAP-1 (Designation of Applicants Agent for DR4506 COVID-19) appointing Township Manager William White as the Township's authorized agent for administration and execution of all necessary public assistance documents for federal and state funding from the Federal Emergency Management Agency (FEMA) and Pennsylvania Emergency Management Agency (PEMA) related to the COVID-19 pandemic
- h) Resolution #2020-131 Authorizing the Execution of a Grant Application for the FEMA Hazard Mitigation Assistance Grant Program for the Creation of a Flood Plain Along Gulph Creek to Reduce Severe Flooding in the North Wayne Area of the Township
- i) Motion to Approve a donation to the Township's Shade Tree Fund for \$20,000, from The Chanticleer Foundation

#### 3. Committee Reports

- A. Two Conditional Offers of Employment for Two (2) Radnor Township Police Officers filling vacant positions from one 2019 retirement and one 2020 retirement
- B. Resolution #2020-105 Eastern University (3) Three Temporary Trailers, Waiver of Land Development
- C. Resolution #2020-124 208 North Aberdeen Avenue Land Development: (6) Six Townhouses *CAUCUS* Preliminary/Final Approval
- D. Resolution #2020-125 Award of Contract #B-20-009, Morris Road Streetscape Improvements to Premier Concrete, Incorporated, in the Amount of \$509,039.25, paid from 2019 Bond Financing.
- E. Resolution #2020-126 Award of Contract #B-20-011, Fall Tree Planting Program to All Seasons Landscaping, Incorporated, in the Amount of \$88,430.74, paid from the Township's General Fund
- F. Ordinance #2020-20 (*Introduction*) Enacting a new Chapter 176, Motor Vehicle Bridge Crash Reimbursement, Authorizing the Collection of, and the Reimbursement of Township and Fire Department Costs of Response and Clean Up After Transportation and Authorizing Fines and Penalties
- G. Ordinance #2020-21 (*Introduction*) Approving a Cable Franchise Agreement for a Ten-Year Term Between Radnor Township and Comcast of Southeastern Pennsylvania, LLC.

- H. Conditional Use Application Strafford Road Hamilton Estate Motion to set date for Conditional Use Hearing on December 10, 2020, 6:30 p.m.
- 4. Reports of Standing Committees of the Board
- 5. New Business
- 6. Old Business
- 7. Public Participation
- 8. Adjournment

#### **Meeting Notice**

There will be a Regular Board of Commissioners meeting held on Monday, November 9, 2020 at 630 PM in the Radnorshire Room of the Radnor Township Building, 301 Iven Avenue, Wayne, PA 19087. Please be advised by direction of the Governor's Office, attendance will be limited to 26 or less in the Radnorshire Room. Township Staff will ensure safety protocols will be followed and that any member of the Community will be rotated in as needed.



## Public Participation

#### RADNOR TOWNSHIP DISBURSEMENTS SUMMARY November 9, 2020

The table below summarizes the amount of disbursements made since the last public meeting held on October 26, 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: <a href="http://radnor.com/728/Disbursements-List">http://radnor.com/728/Disbursements-List</a>

Fund (Fund Number)	2020-10B October 22, 2020	Total
General Fund (01)	\$534,032.99	\$534,032.99
Sewer Fund (02)	570,217.41	570,217.41
Storm Sewer Management (04)	249,855.72	249,855.72
Capital Improvement Fund (05)	92,727.98	92,727.98
OPEB Fund (08)	133,456.67	133,456.67
Investigation Fund (12)	2,428.60	2,428.60
Comm. Shade Tree Fund (15)	300.00	300.00
\$8 Million Settlement Fund (18)	835.00	835.00
The Willows Fund (23)	321.56	321.56
Park & Trail Improvement Fund (501)	1,330.00	1,330.00
GOB19 Project Fund (502)	21,797.50	21,797.50
Total Accounts Payable Disbursements	\$1,607,303.43	\$1,607,303.43
Grand Total	\$1,607,303.43	\$1,607,303.43

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.

Finance Director

#### TOWNSHIP OF RADNOR Minutes of the Board of Commissioners of October 26, 2020

The Radnor Township Board of Commissioners met at approximately 6:35 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

#### Commissioners Present

Jack Larkin, PresidentLisa Borowski, Vice PresidentRichard BookerDamien EnderleSean FarhyMoira Mulroney

Also Present: William White, Township Manager, Colby Grim, Township Solicitor, Robert Tate, Finance Director, Kathryn Gartland, Treasurer, Christopher Flanagan, Chief of Police, Molly Gallagher, PIO, Steve Norcini, PE, Township Engineer, Kevin Kochanski, Director of Community Development, Peggy Hagan, Executive Assistant to the Township Manager.

Not Present Jake Abel

Commissioner Larkin announced that items 2i and 3A had been removed from the Agenda.

Notice of Executive Session held on October 22, 2020

Commissioner Larkin gave notice of an Executive Session held on October 22, 2020 to discuss litigation, real estate and personnel issues.

President Larkin called the meeting to order and led the assembly in the Pledge of Allegiance

#### 1. <u>Public Participation</u> None

Commissioner Farhy - Spoke on the block party organized by Chief Flanagan and thanked the Chief for the event. He also spoke on the Spooktacular event, held at the Willows by the Recreation Department and thanked the Staff.

#### 2. Consent Agenda

- a) <u>Disbursement Review & Approval (documentation added to packet 10/22/20)</u>
- b) <u>Approval of minutes of the Board of Commissioner meetings of October 5, 2020 and October 19, 2020.</u>
  - c) Chief's Monthly Report October 2020
  - d) Staff Traffic Committee Minutes September 16, 2020
  - e) Motion to Authorize the Sale of Surplus Township Vehicle K-9 Land Rover
  - f) <u>HARB 2020-10 219 Pembroke Avenue Replace existing garage crushed by tree on June 3, 2020</u>
  - g) <u>HARB 2020-11 100 Pembroke Avenue Enclose existing exterior porch on far right side of house. Enclosure to be done in spirit and materials of existing home.</u>
    - h) <u>HARB 2020-12 421 St Davids Road Reconstruct 2<sup>nd</sup> floor and attic; rear family room addition; front porch addition with bedroom above.</u>

i) <u>Resolution #2020-80 Authorizing the Execution of a Grant Application to the Firehouse Subs</u>

<u>Public Safety Foundation for a Polaris Ranger Crew XP 1000 Northstar Utility Terrain Vehicle and</u>

<u>Accessories.</u> (removed from Agenda 10/26/2020)

- j) <u>Resolution #2020-110: Authorizing Payment of \$9,841.20 to Horn Plumbing for the Emergency</u> <u>Sewer Repair at Woodland Avenue</u>
- k) Resolution #2020-122: Authorizing the Installation of Eight Overhead Traffic Signal Street Lights at the Intersections of North Wayne & Lancaster Avenue and North Wayne & Station Avenue, to Higgins Electric in the Amount of \$24,640.20
- l) Resolution #2020-115 Authorization to Award the 2021 Gasoline & Diesel Fuel Contract to Petroleum Traders Corporation, at the extended prices of \$92,692.40 and \$61,458.80, for gasoline and diesel fuel, respectively, with the knowledge that the price per gallon will fluctuate based on OPIS, and the actual amount will vary based on usage.
  - m) Resolution #2020-113 Authorizing the Purchase of Public Records Request Management
    Software at a one-time implementation cost of \$1,875.00 and initial annual subscription costs of
    \$8,700.00, to assist in the increasing number of Right to Know Requests.

Commissioner Larkin asked if the Commissioners would like any items removed from the Consent Agenda. Commissioner Booker asked for item 2e be removed from Consent Agenda.

2e) Motion to Authorize the Sale of Surplus Township Vehicle – K-9 Land Rover

There was discussion amongst Commissioner Booker and Staff. Commissioner Larkin moved to approve item 2e, seconded by Commissioner Farhy. The motion was approved 5-1 with Commissioner Booker against and Commissioner Abel absent.

Commissioner Larkin moved to approve the consent agenda, with the exception of items 2e and 2i, seconded by Commissioner Farhy. The motion passed 6-0, with Commissioner Abel absent.

- 3. Committee Reports
- A. Ordinance #2020-18 (Introduction) Amending and Restating Article I, Chapter 260 of the Radnor Township Code, Relating to the Amusement Tax (removed from Agenda 10/26/2020)
- B. <u>Ordinance #2019-15 (Adoption) Amending the Township Zoning Ordinance to Allow</u>

  <u>Townhouse Developments in Certain Areas of the C-3 Service Commercial District and to Provide</u>

  <u>Regulations Therefore</u>

Commissioner Larkin moved to approve the Adoption of Ordinance #2019-15, seconded by Commissioner Borowski.

Nick Caniglia, Attorney for the applicant, spoke on the Ordinance. There was discussion amongst Commissioners and Applicant. Commissioner Larkin called the vote to approve the Adoption of the Ordinance, the motion passed 4 to 2 with Commissioners Booker and Farhy against and Commissioner Abel absent.

**Public Comment** 

Barron Gemmer – Spoke on the Ordinance and the changes he would like to see be made.

C. <u>Conditional Use Application – Strafford Road Hamilton Estate – Motion to set date for</u>
Conditional Use Hearing

Colby Grim, Township Solicitor, spoke on setting dates for the Conditional Use Application.

Commissioner Larkin moved to have the Board of Commissioners handle the hearing, seconded by Commissioner Booker. There was discussion amongst the Commissioners and Colby Grim, Township Solicitor. Commissioner Larkin called the vote, the motion passed 5 to 1 with Commissioner Enderle against and Commission Abel absent.

D. Resolution #2020-123 - Consideration to extend the Emergency Declaration deadline associated with Resolution #2020-61 from October 31, 2020 to March 31, 2021 or such earlier date as the Board may specify by subsequent resolution to allow for continued relaxed outdoor dining enforcement. (revised 10/22/20)

Commissioner Larkin moved to approve the Resolution, seconded by Commissioner Farhy.

Commissioner Larkin moved to amend the Resolution with the addition of a new paragraph; All noise created by those who take advantage of Resolution 2020-123 shall not exceed 63 A weighted decibels between the hours of 10 am and 7 pm and 55 A weighted decibels between the hours of 7 pm and 10:00 am, at 100 feet from the point source of the sound. Violations of this section may be sanctioned at the discretion of Staff and Township Officers with a warning, citation, or a revocation of the permission to take advantage of this Resolution 2020-123, seconded by Commissioner Farhy.

There was discussion amongst Commissioners and Staff. Commissioner Larkin called the vote on the amendment, the vote failed 5-1 with Commissioner Larkin for and Commissioner Abel absent.

Commission Larkin called the vote to approve the Resolution, the motion passed 6-0 with Commissioner Abel absent.

E. <u>Resolution #2020-120 - Amending the Township's engagement with Flamm Walton Heimbach,</u>

<u>PC who serve as the Township's Business Tax Solicitor</u>

Robert Tate, Director of Finance, spoke on the Resolution. Commissioner Larkin moved to approve the Resolution seconded by Commissioner Mulroney. There was discussion amongst the Commissioners and Staff. Commissioner Larkin called the vote, the Resolution was approved 5-1 with Commissioner Booker against and Commissioner Abel absent.

F. <u>Resolution #2020-116 - Authorization to Award Contract B-20-008, Tree Removal, Pruning and</u>
Stump Grinding in the amount of \$69,999.00

Commissioner Larkin moved to approve the Resolution, seconded by Commissioner Borowski. The motion passed 6-0 with Commissioner Abel absent.

G. Resolution #2020-117 – Adopting the updated Emergency Management Plan

Commissioner Booker had not reviewed the Plan and abstained from the vote. Sgt Gluck and Steve Giancristoforo, of the Emergency Operating Team, spoke on the updates to the Emergency Management Plan and the need to update.

Commissioner Larkin moved to approve the Resolution, seconded by Commissioner Borowski. There was discussion amongst the Commissioners and Staff. The motion passed 5-0 with Commissioner Booker abstaining and Commissioner Abel absent.

H. Resolution No. #2020-118 - Authorizing the Award of the Contract for the Engineering and Design of the Brookside Avenue Storm Sewer Replacement, to Carroll Engineering Corporation, in the Amount of \$20,106.00.

Commissioner Larkin moved to approve the Resolution, seconded by Commissioner Enderle. There was discussion amongst Commissioners and Staff. Commissioner Larkin called the vote, the motion passed 6-0 with Commissioner Abel absent.

I. Resolution No. #2020-119 - Authorizing the Award of the Contract for the Engineering and

Design of the Odorisio Park and Cowan Park Basketball Courts and Related Items to Carroll

Engineering Corporation, in the Amount of \$27,440.00, to be paid from 2019 Bond Funds

Commissioner Larkin moved to approve the Resolution, seconded by Commissioner Mulroney. There was discussion amongst Commissioners and Staff. The motion passed 6-0 with Commissioner Abel absent.

#### 4. Reports of Standing Committees of the Board

#### None

#### 5. New Business

Commissioner Larkin asked for the Sense of the Board, on the tent relative to Resolution #2020-123, to continue the tenting operation with a maximum cost of \$20,000 per month. Commissioner Farhy asked what it would cost to buy a tent vs. renting a tent. Commissioner Mulroney would also like to see what it would cost to buy but asked if the Township has space to store it. She also feels it has become a place to party and would like some information on that issue. Bill White, Township Manager, noted that the WBA is asking only for two more months, and if they could agree on one additional month Staff would put together the information requested by the Board.

It was the sense of the Board to extend the tent rental for one month to give staff time to put together information regarding purchasing a tent.

#### 6. Old Business

Commissioner Borowski updated the Board on the downstream study of the Earles Lake Dam. DEP issued an emergency order and the lake has been drained and they are in the process of breaching the dam. Commissioner Borowski thanked and acknowledged Steve Norcini's work on the project for the Residents, as well as Bill White and John Rice, who also put time and effort into the project.

Commissioner Farhy asked about the 476 hill and when it will be planted. Steve Norcini spoke on the project and the timeline. He noted it takes a few seasons for wildflowers to become established.

Commissioner Farhy announced he is holding a Town Hall Meeting for Ward 7 on November 10<sup>th</sup>, the meeting will be held at the Township Building and via Zoom.

Commissioner Booker hopes the Board will allow all members to speak and get their points out to the Public.

Commissioner Borowski announced there would be a Zoom meeting with the Developers for 200 South Ithan Avenue. She thanked Steve Norcini for setting the meeting and Ian Myers for facilitating. The meeting will be held Wednesday October 28 at 5 pm.

Commissioner Borowski will be sending the link out in her newsletter.

#### 7. <u>Public Participation</u>

Barron Gemmer – Requests the Commissioners make their constituents aware that residents will need to pre-register for the Electronics Recycling Event.

#### **Adjournment**

There being no further business, the meeting adjourned on a motion duly made and seconded. Respectfully submitted.

Peggy Hagan

#### RESOLUTION NO. 2020-132 RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, DECLARING ITS SUPPORT FOR SMALL BUSINESS SATURDAY IN RADNOR TOWNSHIP ON NOVEMBER 28, 2020

*WHEREAS*, according to the United States small business administration, there are currently 30.7 million small businesses in the United States representing 99.7 percent of all businesses with employees in the United States; are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

WHEREAS, small businesses employ 59 million people in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

**Whereas**, 72% of consumers believe they will frequent neighboring businesses more after the Covid-19 pandemic is over,

**Whereas**, as of August 2020, 163,735 total U.S. businesses on Yelp were reported as closed, with 97,966 reported as permanently closed due to the Covid-19 pandemic.

Whereas, if every US family spent just \$10 extra locally each month instead of at a big box or national chain, over \$9.3 billion would be directly returned to local economies.

**WHEREAS**, Radnor Township supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

**WHEREAS**, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE**, be it resolved that the Board of Commissioners of Radnor Township does hereby proclaim November 28, 2019 as **Small Business Saturday** in Radnor Township, and the Board does hereby further urge the residents of the Township to support small businesses and merchants on **Small Business Saturday** and throughout the year.

 $SO\ RESOLVED$ , at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this  $11^{th}$  day of November, 2019.

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

#### **PRESIDENT**

Deanna Doane
Click Canyon Digital Marketing

#### **VICE PRESIDENT**

Mike Libert

Main Line Print Shop, Inc.

#### **SECRETARY**

Clare Girton Keller Williams

#### **TREASURER**

Nelson Dayton Dayton Lock Company

#### **BOARD OF DIRECTORS**

Gregory Basile Keller Williams

Nancy Campbell Wayne Art Center

Gloria Clawson Kids 'n Kribs

Andy Dickerson Teresa's Café and Next Door

Dr. Jenn Hartmann Strafford Chiropractic and Healing Center

Ken Kearns 118 North

Joan M. Menige Healthy Food Specialist/ Culinary Instructor

Scott Reidenbach, Esq. Reidenbach & Associates, LLC

J. Reed Taylor

Community Advocate

Christopher Todd Christopher's Restaurant TO: Radnor Township Board of Commissioners and Police Department

FROM: Wayne Business Association

**RE:** Free Saturday Parking for Holiday Season

The Wayne Business Association (WBA) respectfully requests the consideration of free parking on the 5 Saturdays after Thanksgiving, as we have done in the past. While every year it is greatly appreciated, this year, more than ever, it will be a great benefit to the merchants and restaurants in the Wayne Business District.

The dates requested are all Saturdays  $\sim 11/28,12/5,12/12,12/19$  and 12/26.

Thank You,

Deanna Doane President, Wayne Business Association **RESOLUTION NO. 2020-129** 

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,

PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A GRANT APPLICATION TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY &

ECONOMIC DEVELOPMENT KEYSTONE COMMUNITIES PROGRAM FOR

FENIMORE WOODS PARK RENOVATIONS

WHEREAS, Radnor Township ("Township) wishes to make improvements and renovations

Fenimore Woods Park ("Renovations"); and,

WHEREAS, the Township authorized Gilmore and Associates, Inc. to perform design and

engineering of the Renovations; and,

WHEREAS, the Township desires to request a Keystone Communities Program (KCP) grant of

\$50,000.00 from the Department of Community and Economic Development (DCED) to be used for the

Renovations; and,

NOW THEREFORE, it is hereby RESOLVED that the Radnor Township Board of

Commissioners authorizes a Keystone Communities Program grant application from the Department of

Community and Economic Development in the amount of \$50,000 to be used for Fenimore Woods Park

Renovations.

SO RESOLVED this 9th day of November, 2020.

	RADNOR TOWNSHIP	
	By:	
	Name: Jack Larkin	
	Title: President	
ATTEST:		
William M. White		
Township Manager / Secreta	tary	

#### **Radnor Township**

#### PROPOSED LEGISLATION



**DATE**: November 2, 2020

**TO**: Board of Commissioners

**FROM**: Tammy Cohen, Recreation & Community Programming Department Director

Robert V. Tate, CPA, Finance Director

**LEGISLATION**: Resolution #2020-129 Authorizing the Execution of a Grant Application to the Pennsylvania Department of Community and Economic Development Keystone Communities Program (DCED KCP) for the Fenimore Woods Park Renovations in the amount of \$50,000. Township Staff will administer and prepare the necessary grant documentation.

**LEGISLATIVE HISTORY**: This is the first legislative action on this topic.

**PURPOSE AND EXPLANATION**: Radnor Township has the opportunity to execute a grant application through a DCED KCP Program legislative initiative allocated for renovations at Fenimore Woods Park. The renovations include, but are not limited to, the parking lots, restroom, pavilion, walking paths, bridges, playground, stormwater management and tree replacement along with bringing various parts of the facility into compliance with the current standards for health and safety and ADA.

**FISCAL IMPACT**: This DCED KCP program application has been earmarked as a state legislative initiative. As such, the 1:1 matching requirements have been waived or will be drastically reduced. The DCED KCP will fund \$50,000 of the total project costs, as allocated by their sponsor, and the Township will be required to secure the remaining project costs. The entire cost of the Fenimore Woods Park Renovations (in the amount of \$2.1M), has been budgeted and approved under the Township Capital Plan/Bond Issue for Park Improvements per Ordinance 2015-18.

**RECOMMENDED ACTION**: The Administration respectfully requests the Board to approve Resolution #2020-129 authorizing the execution of a grant application to DCED KCP grant for the Fenimore Woods Park Renovations in the amount of \$50,000.

#### **RESOLUTION NO. 2020-130**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A GRANT APPLICATION TO EXELON CORPORATION FOR CHARGING STATIONS

**WHEREAS**, the Township of Radnor's ("Township") Office of Emergency Management ("OEM") is tasked with responding to Township wide emergency situations; and

**WHEREAS**, as a result of severe storms, many sections of the Township has experienced extended power outages; and,

**WHEREAS**, the Township has provided residents with a warming and charging station at the Township Municipal Building; and,

**WHEREAS**, the OEM desires to make provide a mobile charging station to is residents during power outages; and,

**WHEREAS**, the Township desires to apply to Exelon Corporation for a grant for the purchase of the two mobile high top charging tables from Power Up; and,

**NOW THEREFORE**, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners authorizes a grant application to Exelon Corporation in the amount of \$7,500 for the purchase of the charging stations.

SO RESOLVED this 9th day of November, 2020.

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

#### **Radnor Township**

#### PROPOSED LEGISLATION



**DATE**: November 2, 2020

**TO**: Board of Commissioners

FROM: Robert V. Tate, Director of Finance Cholul V. State, M.

**LEGISLATION**: Resolution #2020-130 Authorizing the Execution of a grant application to the Exelon Corporation ("Exelon") for purchase of charging stations.

**LEGISLATIVE HISTORY**: This is the first legislative action on this topic.

**PURPOSE AND EXPLANATION**: Radnor Township ("Township" has the opportunity to execute a grant application through Exelon Corporation for the purchase of two (2) high top charging tables.

The Township's Office of Emergency Management (OEM) is tasked with responding to Township wide emergency situations and evaluating the outcome through after-action reports. The OEM has recognized twice this year alone several neighborhoods had been subject to extended power outages after severe storms passed through our area. PECO responds to these power outages but due to the scale of some storms there are times where they become inundated with repair locations. When lengthy power outages occur we open our doors at the Township building and invite community members in. In many cases residents merely wish to power their cell phones or laptops.

In an effort to assist our community members the thought of creating a charging station came to light. But, due to State and Health restrictions relating to COVID-19 this year we at the Township were required to limit the total number of persons in a designated area. The OEM thought bringing the ability to charge devices to where the outages occur may help more than just a few residents.

A business located in Baltimore, MD, called "Power Up" has created high top tables with multiple power cables and outlets for charging electronic devices. The intention of the project is to take these 2 tables to an affected neighborhood for a period and allow community members to charge their devices while PECO makes much needed repairs. By assisting in this manner residents will have the ability to call 911 in an emergency, contact loved ones, and reach out to insurance companies or contractors to expedite repairs resulting from storm damage. Radnor Township OEM has access to generators, extensions cords, and a trailer which can be deployed to areas throughout the Township without electricity. A generator will provide power to the tables which in turn will charge devices. This also provides an opportunity for positive in person contact with our residents.

**FISCAL IMPACT:** There is no direct fiscal impact or financial obligation to authorizing the execution of a grant application to the Foundation to fund the purchase of the Vehicle. It is anticipated that the Township will be requesting approximately \$7,500 in grant funding from the Exelon to cover of the cost of the charging stations. The total project costs approximately \$10,000 with the remaining cost balance of the project funded by the Emergency Management account 01-414-000.

**RECOMMENDED ACTION:** The Administration respectfully requests the Board to approve Resolution #2020-130 authorizing the execution of a grant application to the Exelon Corporation for purchase of charging stations.

PEMA-DAP -1

#### **DESIGNATION OF AGENT RESOLUTION**

<b>FOR:</b>			
	(Enter Name o	of Disaster or Number)	
BE IT RESOLVED BY		OF	
BE IT RESOLVED BY	(Governing Body)	(P	Public Entity)
CHAT		<b></b>	
(Name of Applica	ant Agent)	(Tit	tle)
IS HEREBY	AUTHORIZED TO	EXECUTE FOR AND IN BEHAI	LF OF
		_	County,
(Public Ent	rity)	(County)	
he purpose of obtaining financial as Public Law 93-288 as amended by F	ssistance under the Ro Public Law 100-707).		Emergency Assistance A
'assed and approved this		day of	, 20
(Name)	(Title)	(Signature)	
		,	
(Name)	(Title)	(Signature)	
	(T) 4 \	, (Ct)	
(Name)	(Title)	(Signature)	
(Name)	(Title)	(Signature)	
V 2			
(Name)	(Title)	(Signature)	
	CERTI	FICATION	
I,(Name)	, duly appoin	nted and(Title)	
, ,		. ,	
of(Public Entity)	, do hereby c	ertify that the above is a true and cor	rect copy of
	•		
a resolution passed and approved by	/ the	(Governing Body)	
c	on the	don of	20
of(Public Entity)	On uit_	day of	20
(Signature)		(Official Position)	(Date)

#### **Radnor Township**

#### PROPOSED LEGISLATION



**DATE**: November 2, 2020

**TO**: Board of Commissioners

FROM: Robert V. Tate, Director of Finance Cholul V. State, M.

**LEGISLATION**: Resolution #2020-128 Approval of PEMA-DAP-1, Designation of Applicants Agent for DR4506 COVID-19.

**LEGISLATIVE HISTORY**: This is the first legislative action on this topic.

**PURPOSE AND EXPLANATION**: Radnor Township has the opportunity to apply for funding through the Pennsylvania Emergency Management Agency's (PEMA) Public Assistance Grant Program for COVID-19 (DR-4506). The Public Assistance Grant Program requires that a PEMA-DAP-1 (Designation of Applicants Agent for DR4506 COVID-19) be approved by the Radnor Township Board of Commissioners. The approval of PEMA-DAP-1 (Designation of Applicants Agent for DR4506 COVID-19) will appoint Township Manager William White as the Township's authorized agent for administration and execution of all necessary public assistance documents for federal and state funding from the Federal Emergency Management Agency (FEMA) and Pennsylvania Emergency Management Agency (PEMA) related to the COVID-19 pandemic.

**FISCAL IMPACT:** There is no direct fiscal impact or financial obligation to authorizing Approval of PEMA-DAP-1 (Designation of Applicants Agent for DR4506 COVID-19).

**RECOMMENDED ACTION:** The Administration respectfully requests the Board to approve Resolution #2020-128 approving the PEMA-DAP-1 (Designation of Applicants Agent for DR4506 COVID-19) appointing Township Manager William White as Radnor Township's authorized agent.

**RESOLUTION NO. 2020-131** 

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,

PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A GRANT APPLICATION FOR THE FEMA HAZARD MITIGATION ASSISTANCE

GRANT PROGRAM FOR THE CREATION OF A FLOOD PLAIN ALONG GULPH CREEK TO REDUCE SEVERE FLOODING IN THE NORTH WAYNE

AREA OF THE TOWNSHIP

**WHEREAS**, the Township has embarked on a sustainable method of flood reduction by creating

flood plain along Gulph Creek

WHEREAS, the flood plain demarcation has been created

WHEREAS, the Township is meeting with residents along the proposed flood plain creation

project, to obtain easements

WHEREAS, the project, when completed will reduce flooding, property damage, and enhance

emergency response to the area

WHEREAS, the Township desires to request a Flood Mitigation Assistance grant of

\$3,000,000.00 from the FEMA Hazard Mitigation Assistance Grant Program to be used for the creation

of a flood plain along Gulph Creek to reduce severe flooding in the North Wayne Area of the Township;

and,

**NOW THEREFORE, it is hereby RESOLVED** that the Radnor Township Board of

Commissioners authorizes a Flood Mitigation Assistance grant application from the FEMA Hazard

Mitigation Assistance Grant Program in the amount of \$3,000,000 for the creation of a flood plain along

Gulph Creek to reduce severe flooding in the North Wayne Area of the Township.

SO RESOLVED this 9th day of November, 2020.

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

#### **Radnor Township**

#### PROPOSED LEGISLATION



**DATE**: November 2, 2020

**TO**: Board of Commissioners

**FROM**: Steve Norcini, P.E., Township Engineer

Robert V. Tate, CPA, Finance Director

**LEGISLATION**: Resolution #2020-13 Authorizing the Execution of a Grant Application for the FEMA Hazard Mitigation Assistance Grant Program for the Creation of a Flood Plain Along Gulph Creek to Reduce Severe Flooding in the North Wayne Area of the Township. Township Staff will administer and prepare the necessary grant documentation.

**LEGISLATIVE HISTORY**: This is the first legislative action on this topic.

**PURPOSE AND EXPLANATION**: Radnor Township ("Township") has the opportunity to execute a grant application through the FEMA Hazard Mitigation Assistance Grant Program for FY 2020 Flood Mitigation Assistance due to the scope and nature of the severe flooding in the North Wayne Area of the Township.

**FISCAL IMPACT**: There is no direct fiscal impact or financial obligation to authorizing the execution of a grant application to FEMA for the creation of a flood plain Along Gulph Creek. The Township will only accept the terms of the proposed Flood Mitigation Assistance grant, in the event that it is awarded, upon approval by the Board of Commissioners at a future meeting. The Township will be requesting \$3,000,000 from FEMA; if awarded, it is anticipated that the FMA Grant would require a 25% match in the amount of \$750,000.

**RECOMMENDED ACTION**: The Administration respectfully requests the Board to approve Resolution #2020-131 authorizing the execution of Flood Mitigation Assistance grant through the FEMA Hazard Mitigation Assistance Grant Program for the creation of a flood plain along Gulph Creek to reduce severe flooding in the North Wayne Area of the Township.



October 23, 2020

Mr. William M. White Township Manager Radnor Township 301 Iven Avenue Wayne, PA 19087

Dear Bill:

It is with great pleasure I enclose a donation to the Township's Shade Tree Fund for \$20,000. We would be pleased if the money were used for maintenance and planting of trees in the Township. This may include support of a consulting arborist. We would rather it not be used to cut down or replace healthy trees.

We are fortunate to be in Radnor Township. It is a beautiful community, with majestic trees and delightful parks and trails. The Township employees, police, volunteers, and commissioners are friendly and hardworking in the interests of the citizens. In addition to this donation to the Township, we are also supporting (as in previous years) the Radnor Fire Company and the Radnor Memorial Library.

I hope this donation will further the planting and maintaining of trees to shade our streets, parks, and community.

With best regards.

R. William Thomas

Cc

Mr. Jack Larkin, Esq., President

Ms. Lisa Borowski, Vice-President

Ms. Eileen Brett, Chair, Radnor Shade Tree Commission

### Two Conditional Offers of Employment for Two (2) Radnor Township Police Officers filling vacant positions from one 2019 retirement and one 2020 retirement

#### **RESOLUTION NO. 2020-105**

#### A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, EASTERN UNIVERSITY – TEMPORARY TRAILERS, WAIVER OF LAND DEVELOPMENT

**WHEREAS**, Eastern University is proposing to install three temporary locker rooms to comply with COVID 19 requirements.

WHEREAS, the installation of the trailers will be on existing impervious surface

**WHEREAS**, Eastern University will be required to submit a Grading Permit application for the trailers.

**WHEREAS**, the trailer installation is temporary, and said trailers shall only be allowed on site for a period of one (1) year from the date of approval of occupancy by the Township

**NOW, THEREFORE,** be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby waive the requirement of Land Development for Eastern University to install two temporary locker rooms to comply with COVID 19 requirements.

**RADNOR TOWNSHIP** 

SO RESOLVED this 9th day of, November A.D., 2020

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



#### Excellence Delivered As Promised

#### **MEMORANDUM**

**Date:** August 31, 2020

**To:** Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development

John Rice, Esq. – Grim, Biehn, and Thatcher

Damon Drummond, P.E. – Gilmore & Associates, Inc.

Patricia Sherwin – Radnor Township Engineering Department

**RE:** Eastern University – Temporary Trailers

Waiver of Land Development

Gannett Fleming, Inc. has completed a review of the Temporary Trailer plans for compliance with the Radnor Township Code. The applicant is requesting a waiver from the Land Development process.

Eastern University is proposing to install two (2) temporary locker room trailers and one (1) temporary bathroom trailer. Due to COVID-19, the NCAA is requiring universities to install temporary locker rooms and bathrooms for athletic events. The temporary trailers will be installed in existing impervious areas, so there will be no increase in impervious surfaces. This project is located in the PI district of the Township:

The applicant is requesting waivers from the following:

- 1. §255-12.A The applicant is requesting that the land development approval requirement be waived since this project proposes temporary bathroom and locker facilities for athletic events are required by the NCAA. Once the University returns to full operation, the temporary trailers will be removed.
- 2. §255-12.A The applicant is requesting that stormwater management requirements be waiver since the trailers are temporary and located on existing impervious surfaces.

Eastern University – Temporary Trailers

Plans Prepared By: Associated Engineering Consultants, Inc.

Dated: August 14, 2020

#### **Gannett Fleming**

#### General

- 1. The plans indicate that the existing bushes may need to be removed to install the temporary sewer line. All landscape areas must be restored at the time of removal of the trailers.
- 2. The plans indicate that temporary sewer line will be constructed of 4" PVC. This must be revised to be a minimum of 6" PVC.
- 3. Once the trailers are removed, the temporary sanitary sewer must be removed/capped using a method approved by Radnor Township.
- 4. The plans indicated that the proposed sanitary sewer line will tie into the existing sewer with a Fernco Flexible Tap Saddle. We recommend the use of a GENCO saddle in lieu of a Fernco Flexible Tap Saddle.

Due to the de minims impacts of this proposed project; we have no Engineering objections to issuing a waiver of Land Development.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

Roger A. Phillips, P.E. Senior Project Manager

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

August 14, 2020

Mr. Stephen Norcini Township Engineer Radnor Township 301 Iven Avenue Wayne, PA 19087

Re: Eastern University

**Temporary Trailers** 

**Waiver Request from Land Development Approval** 

AEC Project No.: 0124.086

Dear Mr. Norcini:

On behalf of the Applicant, Eastern University, Associated Engineering Consultants, Inc., is hereby submitting the following documents for a waiver request from land development approval:

- Five (5) sets of 24"x36" Land Development Plans, consisting of 3 sheets, dated August 14, 2020
- One (1) Radnor Township Land Development Application
- One (1) check for \$50 Radnor Township Application Fee
- One (1) check for \$16,950 Radnor Township Escrow Fee
- One (1) flash drive containing PDFs of all submission items

#### **Project Description/Narrative**

Due to COVID-19, the NCAA is requiring universities to install temporary locker rooms and bathrooms for athletic events. Eastern University is proposing to install two (2) temporary locker room trailers and one (1) temporary bathroom trailer. The locker room trailers are 10 feet wide by 46 feet long, and the bathroom trailer is 10 feet wide by 44 feet long. The trailers will be served by overhead electric from the existing campus grid and water service from a nearby campus main. The sewage will be collected and piped to the township sewer main that runs through campus.

The temporary trailers will be placed on the existing parking lot adjacent to the Gym and soccer fields, so no new impervious surfaces will be added. Parking spaces will be temporarily eliminated while the trailers are in use. However, given the current COVID-19 situation, the University is not operating at full capacity. The full number of parking spaces available on campus will not be required during the time when the temporary trailers are in use.

Mr. Stephen Norcini

Re: Eastern University Temporary Trailers

Waiver Request from Land Development Approval

August 14, 2020 Page 2 of 2

The applicant is requesting the following two waivers from the SALDO and Stormwater Management Ordinances regarding land development submission procedures and stormwater management:

- From Section 255-12.A of the SALDO Code regarding land development submission procedures. The applicant requests that the land development approval requirement be waived since the trailers are temporary and will be needed only until the university returns to full operation. At that time, the trailers will be removed and the parking lot restored to its present condition.
- From Section 245-5 of the Stormwater Management Code regarding regulated activities.
   The applicant requests that the stormwater management requirements be waived since the trailers are a temporary condition being placed on existing impervious surfaces, and since the applicant is also requesting a waiver from the land development approval requirement.

If you have any questions or need more information, please do not hesitate to contact me.

Sincerely,

Associated Engineering Consultants, Inc.

Bunden Dorley

Brenden Dorley, P.E. Project Engineer

**Enclosures** 

cc: File

F:\AEC Projects\0124\08600\Corres\Ltr Radnor 2020-08-14 Waiver from Land Dev Approval.docx

RADNOR TOWNSHIP 301 IVEN AVE WAYNE PA 19087 P) 610 688-5600 F) 610 971-0450 WWW.RADNOR.COM

#### SUBDIVISION ~ LAND DEVELOPMENT

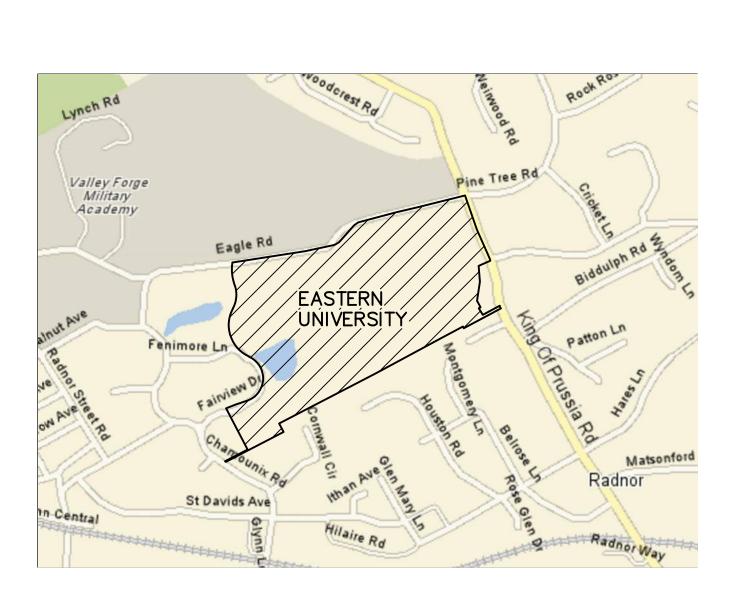
Location of Property 1300	Eagle Road, S	Saint D	Davids, PA 19	087	
Zoning District PI			Application N	lo	
				(Twp. Use	)
Fee <b>\$50</b>	Ward No. <u>1</u> -	-2	Is property in	HARB Distri	ct No
Applicant: (Choose one)	Owner		Equita	ble Owner _	X
Name Jeffrey Gromis		<u>-</u>			
Address 1300 Eagle Roa	ad, Saint David	s, PA	19087		
Telephone (610) 341-17	75 F	ax (61	0) 225-5060	Cell (610)	637-3982
Email jgromis@easter	n.edu				
Designer: (Choose one)	Engineer X		_	Surveyor	
Name Associated Engir	neering Consult	ants, l	nc.		
Address 485 Devon Par	k Drive, Suite 1	13, W	ayne, PA 190	87	
Telephone 610-688-398	0	Fax_	610-688-4566	<u></u>	
Email kmcmanuels@ae	eceng.net				
Area of property 91.61	acres	Area	of disturbance_	1,500 SF	
Number of proposed build	ings 3 (temp.)	Prop	osed use of prop	erty Institut	ional
Number of proposed lots _	0				
Plan Status: Sketch Pla Are there any requirement No.	n Prelimir s of Chapter 255	ary (SALI	Final OO) that are not	Revisedin complianc	e with?

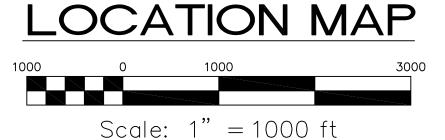
_	requirements of Chapter 255 (SALDO) not being adhered to? eason for noncompliance.
Are there any No.	infringements of Chapter 280 (Zoning), and if so what and why?
S	
Individual/Co Eastern U	orporation/Partnership Name niversity
	ertify that I am the owner, equitable owner or authorized representative of the ch is the subject of this application.
Print Name	Jeffrey Grømis
	application, you are hereby granting permission to Township officials to visit view purposes.
NOTE:	All requirements of Chapter 255 (Subdivision of Lane) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.

# EASTERN UNIVERSITY TEMPORARY TRAILERS

# WAIVER REQUEST FROM LAND DEVELOPMENT APPROVAL

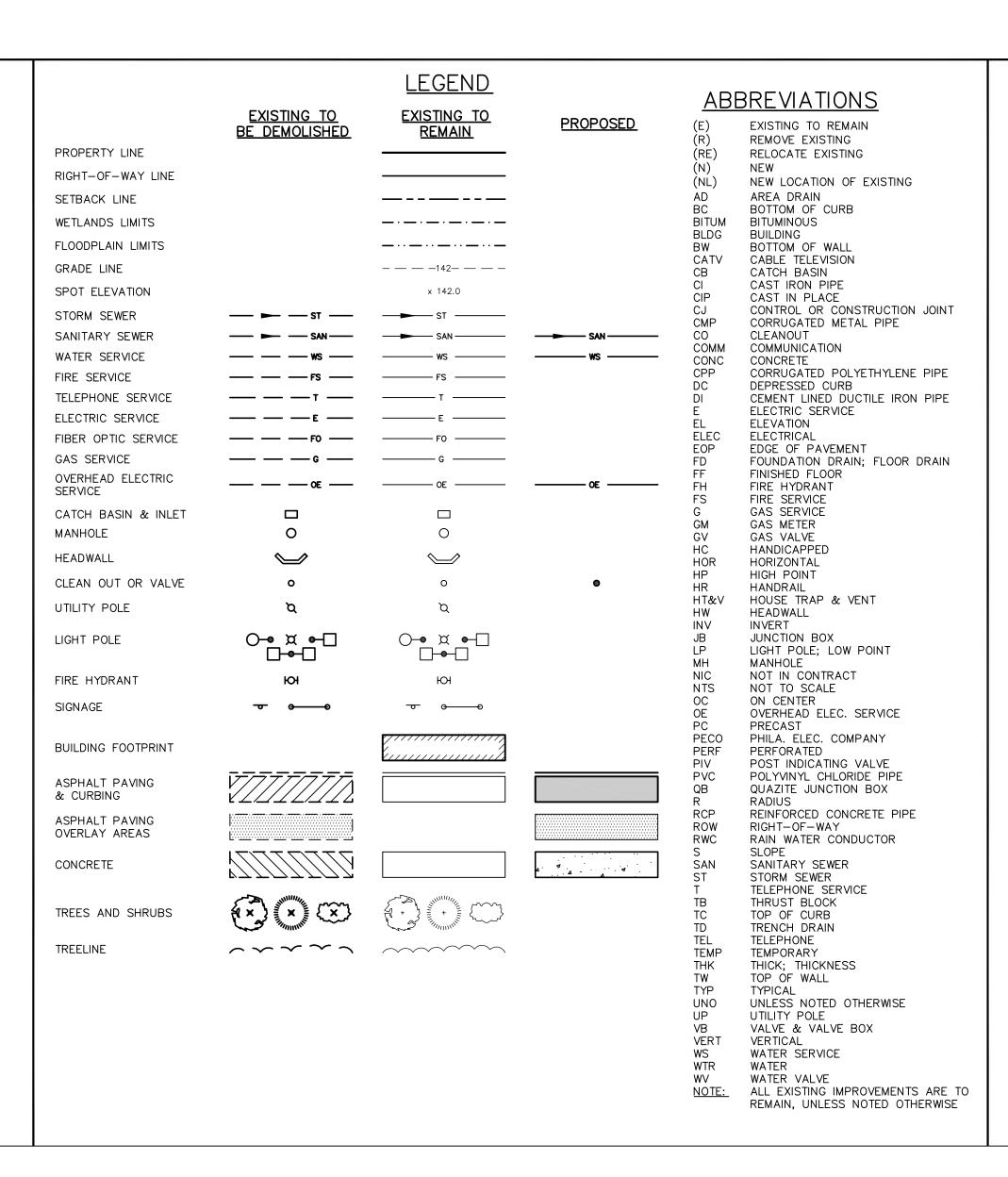
1300 EAGLE ROAD ST. DAVIDS, PENNSYLVANIA 19087 RADNOR TOWNSHIP, DELAWARE COUNTY

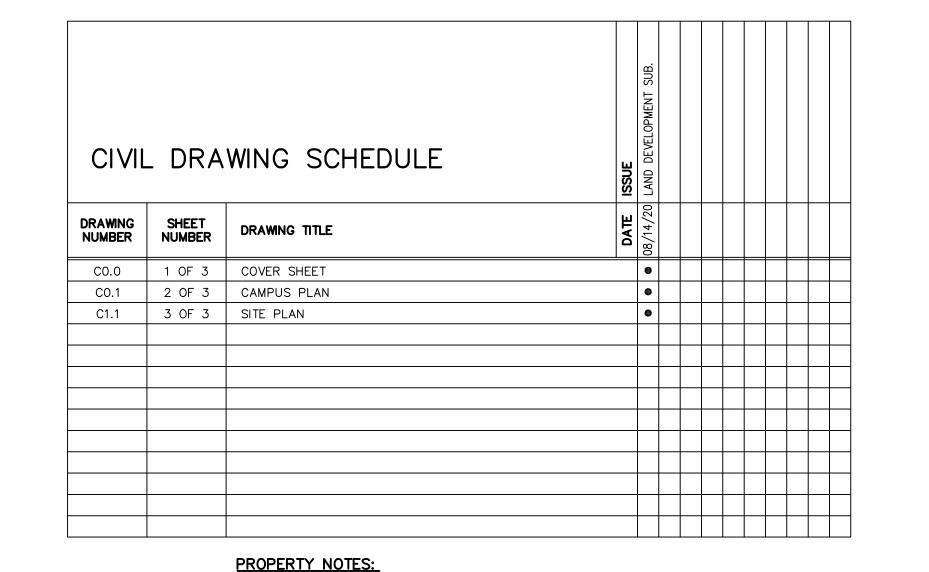






NOTE:
SEE PLAN CO.1 FOR EASTERN UNIVERSITY PROPERTY
BOUNDARY AND ADJOINING PROPERTY INFORMATION.





SITE OWNER:
 OWNER ADDRESS:
 OWNER CONTACT:

WNER ADDRESS: 1300 EAGLE ROAD
SAINT DAVIDS, PA 19087
WNER CONTACT: JEFFREY GROMIS, DIRECTOR OF FACILITIES
(610) 341-1775

EASTERN UNIVERSITY

4. SITE INFORMATION: TAX MAP #36-07-067
PORTION OF FOLIO #36-02-00982-00

WAIVERS REQUESTED:
THE FOLLOWING WAIVERS ARE BEING REQUESTED BY THE APPLICANT:

1. SECTION 255–12.A OF THE SALDO CODE REGARDING LAND DEVELOPMENT SUBMISSION PROCEDURES. THE APPLICANT REQUESTS THAT THE LAND DEVELOPMENT APPROVAL REQUIREMENT BE WAIVED SINCE THIS PROJECT PROPOSES TEMPORARY BATHROOM AND LOCKER ROOM TRAILERS FOR ATHLETIC EVENTS WHICH ARE REQUIRED BY THE NCAA ONLY DURING COVID—19. ONCE THE UNIVERSITY RETURNS TO FULL OPERATION, THE TEMPORARY TRAILERS WILL BE REMOVED AND THE SITE RESTORED TO ITS PRESENT CONDITION.

2. SECTION 245–5 OF THE STORMWATER MANAGEMENT CODE REGARDING REGULATED ACTIVITIES. THE APPLICANT REQUESTS THAT THE STORMWATER MANAGEMENT REQUIREMENTS BE WAIVED SINCE THE TRAILERS ARE A TEMPORARY CONDITION ON EXISTING IMPERVIOUS SURFACES, AND SINCE THE APPLICANT IS ALSO REQUESTING A WAIVER

FROM THE LAND DEVELOPMENT APPROVAL REQUIREMENT.

Associated Engineering Consultants Incorporated

SEAL

ON WE A

REGISTERED

PROFESSIONAL

DAVID C. BRANDT

ENGINEER

27452-E

VSYLV

PROJECT

RAILERS

TEMPORARY TRAI

E REVISION 20 LAND DEVELOPMENT SUB.

SHEET TITLE

COVER SHEET

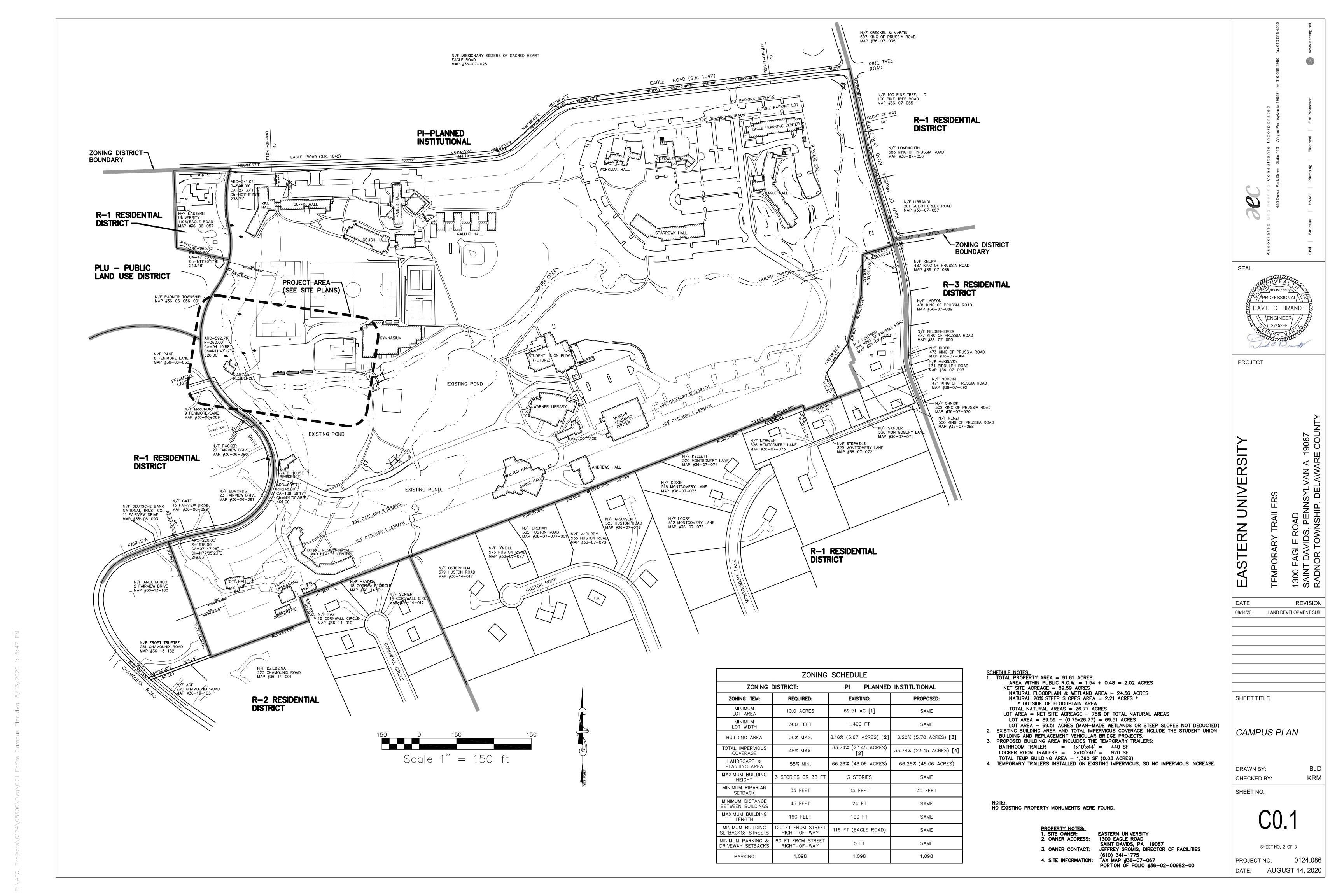
DRAWN BY: CHECKED BY:

SHEET NO.

SHEET NO. 1 OF 3

PROJECT NO. 0124.086

DATE: AUGUST 14, 2020



#### RADNOR TOWNSHIP





#### Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: William M. White, Township Manager

Date: November 3, 2020

Re: Resolution No. 2020-124: 208 North Aberdeen Avenue Land Development: (6) Six Townhouses – CAUCUS – Preliminary/Final Approval

Rockwell Development's team will be before the Board of Commissioners to present their plan to construct six (6) townhouses at 208 North Aberdeen Avenue. At the October 26<sup>th</sup>, 2020 regularly scheduled Board of Commissioners meeting, the C3 Zoning Amendment to allow townhouses in certain areas of the C3 Zoning District was adopted. The Planning Commission recommended approval of the plan.

The applicant is requesting a waiver to proceed with their plan as preliminary/final. The meeting is for *CAUCUS*, so no action by the Board is required.



#### Excellence Delivered As Promised

Date: November 2, 2020

To: Steve Norcini, PE Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development

John Rice, Esq. – Grim, Biehn, and Thatcher

Damon Drummond, PE – Gilmore & Associates, Inc.

Patricia Sherwin – Radnor Township Engineering Department

**RE:** 208 North Aberdeen Avenue Townhouses

Date Accepted: Pending 90 Day Review: Pending

Gannett Fleming, Inc. has completed a review of the Preliminary Land Development for compliance with the Radnor Township Code. We have reviewed the plans based on the contents of the C3 Zoning Amendment (to allow townhouse developments in certain areas of the C-3 district) that has not yet been approved by the Board of Commissioners. These Plans were also reviewed for conformance with Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing to construct 6 townhouses on one lot. This project is located in the C3 district of the Township.

#### 208 North Aberdeen Avenue Townhouses

Plans Prepared By: Site Engineering Concepts, LLC Dated: 05/08/2020, last revised 09/11/2020

#### Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval or a Planning Exemption is received from the PA DEP. The applicant has indicated on the plans that the planning modules have been submitted to the authorities for signature and will be forwarded to the PA DEP when completed.

#### Zoning

1. §280-112.C. – Areas of steep slopes containing slopes steeper than 14% shall be outlined as following (1) Areas containing slopes steeper than 14% but less than 20% shall be distinguished from the areas containing slopes of 20% or steeper. (2) Areas containing slopes of 20% and steeper shall be separately identified.

#### Subdivision and Land Development

- 1. §255-20-B(1)(e)[5] The site plan must show the size of the units (in bedrooms), if known. The applicant has indicated this will be provided when available.
- 2. §255-20-B(1)(n) Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans. The applicant has provided an aerial of 500 feet. If all the requirements of this section will not be on the plan, a waiver must be requested.
- 3. §255-20-B(1)(o)[3] The arrangements and use of buildings and parking areas in nonresidential developments and multifamily residential developments with all necessary dimensions and number of parking spaces must be shown on the plans. Elevations and perspective sketches of proposed buildings are encouraged. The applicant has provided the dimensions and parking summary.
- 4. §255-27-C(1) The right of way, ultimate right of way, cartway, curbing and sidewalks must be shown and clearly labeled along N. Aberdeen Avenue. The right-of-way and ultimate right-of-way must be clearly labeled on the plans.
- 5. §255-27.C(2) Additional right-of way and/or cartway widths may be required by the Board of Commissioners in order to lessen traffic congestion, to secure safety from fire, panic and other dangers, to facilitate the adequate provision for transportation and other public requirements and to promote the general welfare.
- 6. §255-32.A No changes shall be made in the contour of the land and no grading excavation, removal or destruction of the topsoil, trees or other vegetation cover of the land shall be commended until such time a plan for minimizing erosion and sedimentation has been processed and reviewed by the Township Engineer and the DCCD. The applicant has indicated that this will be provided when the plan moves to final approval.

- 7. §255.38B Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development must be shown on the plans. The landscape plans provided only provide 2 street trees along the frontage of approximately 200 feet. Additional street trees must be provided.
- 8. <u>§255-40.B</u> Attached dwelling types should incorporate varied designs, architectural modes and setbacks.
- 9. §255-40.C(2) Access and circulation for fire-fighting and other emergency equipment, moving vans, fuel trucks, garbage collection, deliveries and snow removal shall be planned for efficient operation and convenience. There is a snow removal area shown on the plan and the applicant has indicated that the other services will access the property from the street.
- 10. §255-43.1.B(1) For all residential subdivisions or land developments involving a total of four or more lots and/or dwelling units, a minimum of 1,440 square feet or suitable park and recreation land shall be provided per dwelling unit within such subdivision/land development, unless the developer agrees to a fee in lieu of \$3,307 per dwelling unit (existing or proposed).
- 11. §255-49 Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.

#### Stormwater

- 1. The infiltration trench hydrograph in the stormwater report indicates 2 pipe sections of 57 LF with headers but the detail on the plans indicates 110 LF of pipe. Please revise the plan detail to reflect the correct length of pipe.
- 2. Please revise the infiltration rate in the Dewater Time Table on the Compliance Summary sheet to 0.11 in/hr, as indicated on the plans and soil evaluation report. An infiltration rate of 0.1 would result in a dewatering time in excess of 96 hours.
- 3. A drainage area plan was only provided for post-development conditions. Please provide a pre-development drainage area map as well. Please provide a scale for both drainage area maps.
- 4. Please update the plans to show the location of the overflow structure on the plan view of the site.

5. It is unclear where the right of way line is located. Please clearly display and identify the right of way line so that an impervious cover percentage can be accurately calculated.

#### General

- 1. §175-15.A The top or bottom edge of slopes shall be at least three feet from the property or right-of-way lines of streets in order to permit the normal rounding of the edge without encroaching on the abutting property. This must be revised along the North and South property lines.
- 2. The applicant has indicated that the tanks formerly held chlorine and have been decontaminated as required by the Township. The report will be provided under separate cover. The decontaminated tanks will be salvaged. The basin concrete removed and backfill as needed to provide basement level subgrade.
- 3. The applicant must appear before the Shade Tree Commission and gain approval prior to this plan being presented to the Board of Commissioners.
- 4. The applicant has indicated that the homes will be fee-simple footprint ownership, with the HOA owning and maintaining all area outside of the footprint of the buildings. The declaration will be provided for review prior to recording the final plan.
- 5. The attached tree protection detail from Rockwell and Associates must be added to the plan.

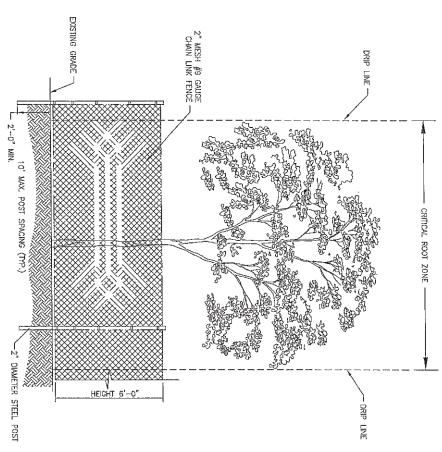
The applicant appeared before the Planning Commission on October 6, 2020. The Planning Commission recommended approval of the plan and requested waivers contingent upon addressing all staff comments and the C3 zoning amendment passing.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

Roger A. Phillips, P.E. Senior Project Manager



TREE\_PROTECTION\_SPECIFICATIONS

I. A 4" layer of coarse mulch or woodchips is to be placed beneath the dripline of the protected trees, Mulch is to be kept 12" from the trunk.

PLAN VIEW

EXISTING TREE

DRIP LINE

PROPOSED 6' HIGH CHAIN LINK FENCING

- II. A protective barrier of 6' chain link fencing shall be installed around the dipline of protected tree(s). The fencing can be moved within the dripline if outhorized by the Consulting Arborist but not closer than 2' from the trunk of any tree, Fence posts shall be 20' in diameter and are to be driven 2' into the ground. The distance between posts shall not be more than 10'. This enclosed area is the Tree Protection Zone (TPZ).
- III. Moveble barriers of chain link fencing secured to cement blacks can be substituted for fixed fencing if the Consulting Arborist agree that the fencing will have to be moved to accommodate certain phases of construction. The builder may not move the fence without authorization form the Consulting Arborist.
- N.Where the Consulting Arborist has determined that tree protection fencing will interfere with the safety of work crews. Tree Wrap may be used as an alternative form of tree protection. Wooden sidts at least one inch thick are to be bound securely, edge to edge, around the trunk. A single layer or more of range plastic construction fencing is to be wrapped and secured around the outside of the wooden slats. Major scaffold limbs may require protection as determined by the Consulting Arborist. Straw wouldle may also be used as a trunk wrap by coiling the woodle cround the trunk up to a minimum height of six feet from grads. A single layer or more of orange plastic construction fencing is to be wrapped and secured around the straw woodle.

DO NOT: A. Allow run off of spillage of damaging materials into the area below any

- tree canopy.

  B. Store materials, stockpile soil, or park or drive vehicles within the TPZ.
  C. Cut, break, skin, or bruise roots, branches, or trunks without first ebtaining authorization from the Consulting Arborist.
  D. Allow fires under and adjacent to trees.
  E. Discharge exhaust into foliage.
  F. Secure cable, chain, or rope to trees or shrubs.
- Secure cable, chain, or rope to trees or shrubs.

  Trench, dig, or otherwise excovite within the dipline or TPZ of the
  refs) without first abdraing authorization from the Consulting Arborist.

  Apply soil sterilants under pavement near existing trees.

NO SCALE TREE PROTECTION DETAIL



Consulting + Planning + Management Arboriculture + Urban Forestry + Horticulture

> P.O. Box 542, Ridley Park, PA 19078 Phone (610) 731-7969 Fax (610) 521-0108

www.rockwellconsultants.com htrees@verizon.net



### Excellence Delivered As Promised

Date: September 29, 2020

To: Steve Norcini, PE Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development

Mary Eberle, Esq. – Grim, Biehn, and Thatcher Damon Drummond, PE – Gilmore & Associates, Inc.

Patricia Sherwin – Radnor Township Engineering Department

**RE:** 208 North Aberdeen Avenue Townhouses

Date Accepted: Pending 90 Day Review: Pending

Gannett Fleming, Inc. has completed a review of the Preliminary Land Development for compliance with the Radnor Township Code. We have reviewed the plans based on the contents of the C3 Zoning Amendment (to allow townhouse developments in certain areas of the C-3 district) that has not yet been approved by the Board of Commissioners. These Plans were also reviewed for conformance with Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing to construct 6 townhouses on one lot. This project is located in the C3 district of the Township.

### 208 North Aberdeen Avenue Townhouses

Plans Prepared By: Site Engineering Concepts, LLC Dated: 05/08/2020, last revised 09/11/2020

### Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval or a Planning Exemption is received from the PA DEP. The applicant has indicated on the plans that the planning modules have been submitted to the authorities for signature and will be forwarded to the PA DEP when completed.

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- 3. §255-20-B(1)(o)[3] The arrangements and use of buildings and parking areas in nonresidential developments and multifamily residential developments with all necessary dimensions and number of parking spaces must be shown on the plans. Elevations and perspective sketches of proposed buildings are encouraged. The applicant has provided the dimensions and parking summary.
- 4. §255-27-C(1) The right of way, ultimate right of way, cartway, curbing and sidewalks must be shown and clearly labeled along N. Aberdeen Avenue. The right-of-way and ultimate right-of-way must be clearly labeled on the plans.
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- 6. §255-32.A No changes shall be made in the contour of the land and no grading excavation, removal or destruction of the topsoil, trees or other vegetation cover of the land shall be commended until such time a plan for minimizing erosion and sedimentation has been processed and reviewed by the Township Engineer and the DCCD. The applicant has indicated that this will be provided when the plan moves to final approval.

- 7. §255.38B Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development must be shown on the plans. The landscape plans provided only provide 2 street trees along the frontage of approximately 200 feet. Additional street trees must be provided.
- 8. <u>§255-40.B</u> Attached dwelling types should incorporate varied designs, architectural modes and setbacks.
- 9. §255-40.C(2) Access and circulation for fire-fighting and other emergency equipment, moving vans, fuel trucks, garbage collection, deliveries and snow removal shall be planned for efficient operation and convenience. There is a snow removal area shown on the plan and the applicant has indicated that the other services will access the property from the street.
- 10. §255-43.1.B(1) For all residential subdivisions or land developments involving a total of four or more lots and/or dwelling units, a minimum of 1,440 square feet or suitable park and recreation land shall be provided per dwelling unit within such subdivision/land development, unless the developer agrees to a fee in lieu of \$3,307 per dwelling unit (existing or proposed).
- 11. §255-49 Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.

### Stormwater

- 1. The infiltration trench hydrograph in the stormwater report indicates 2 pipe sections of 57 LF with headers but the detail on the plans indicates 110 LF of pipe. Please revise the plan detail to reflect the correct length of pipe.
- 2. Please revise the infiltration rate in the Dewater Time Table on the Compliance Summary sheet to 0.11 in/hr, as indicated on the plans and soil evaluation report. An infiltration rate of 0.1 would result in a dewatering time in excess of 96 hours.
- 3. A drainage area plan was only provided for post-development conditions. Please provide a pre-development drainage area map as well. Please provide a scale for both drainage area maps.

- 4. Please update the plans to show the location of the overflow structure on the plan view of the site.
- 5. It is unclear where the right of way line is located. Please clearly display and identify the right of way line so that an impervious cover percentage can be accurately calculated.

### General

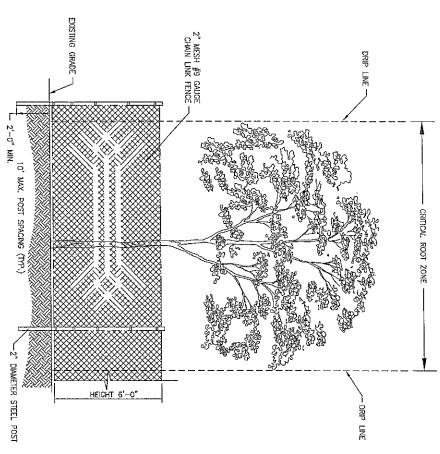
- 1. §175-15.A The top or bottom edge of slopes shall be at least three feet from the property or right-of-way lines of streets in order to permit the normal rounding of the edge without encroaching on the abutting property. This must be revised along the North and South property lines.
- 2. The applicant has indicated that the tanks formerly held chlorine and have been decontaminated as required by the Township. The report will be provided under separate cover. The decontaminated tanks will be salvaged. The basin concrete removed and backfill as needed to provide basement level subgrade.
- 3. The applicant must appear before the Shade Tree Commission and gain approval prior to this plan being presented to the Board of Commissioners.
- 4. The applicant has indicated that the homes will be fee-simple footprint ownership, with the HOA owning and maintaining all area outside of the footprint of the buildings. The declaration will be provided for review prior to recording the final plan.
- 5. The attached tree protection detail from Rockwell and Associates must be added to the plan.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

Roger A. Phillips, P.E. Senior Project Manager



DO NOT: A. Allow run off of spillage of damaging materials into the area below any

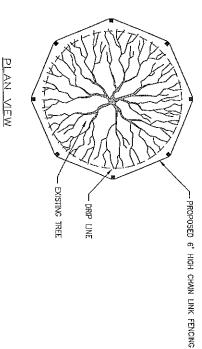
- tree canopy.

  8. Stone materials, stockpile soil, or park or drive v
  C. Cut, break, skin, or bruise roots, branches, or tr
  obtaining authorization from the Consulting Arborist.
  D. Allow fires under and adjacent to trees.
  E. Discharge exhaust into foliage.
  F. Secure cable, chain, or rape to trees or shrubs. Store materials, stockpile soil, or park or drive vehicles within the TPZ. Cut, break, skin, or bruise roots, branches, or trunks without first
- Secure cable, chain, or rope to trees or shrubs. Trench, dig, or otherwise excavite within the dipline or TPZ of the french, dig, or otherwise excavite within the dipline or TPZ of the ele(s) without first obtaining authorization from the Consulting Arborist. Apply soil sterilants under pavement near existing trees.

# TREE PROTECTION DETAIL NO SCALE



Consulting + Planning + Management Arboriculture + Urban Forestry + Horticulture



- IREE PROJECTION. SECURICATIONS.
  I. A 4" layer of coarse mulch or woodchips is to be placed beneath the dripline of the protected trees. Mulch is to be kept 12" from the trunk.
- Il. A protective barrier of 6' chain link fencing shall be installed around the dripline of protected tree(s). The fencing can be moved within the dripline if authorized by the Consuling Arborist but not closer than 2' from the trunk of any tree. Fence posts shall be 20' in diameter and are to be driven 2' into the ground. The distance between posts shall not be more than 10'. This enclosed area is the Tree Protection Zone (TPZ).
- III. Movable barriers of chain link fancing secured to cement blocks can be substituted for "fixed" fencing if the Consulting Arborist agree that the fencing will have to be moved to accommodate certain phases of construction. The builder may not move the fence without authorization form the Consulting Arborist.
- N.Where the Consulting Arborist has determined that tree protection fencing will interfere with the safety of work crews. Tree Wrap may be used as an alternative form of tree protection. Wooden stats at least one inch thick are to be bound securely, edge to edge, around the trunk. A single layer or more of large pastic construction fencing is to be wrapped and secured around the outside of the wooden stats. Major scaffold limbs may require protection as determined by the Consulting Arborist. Straw woode may deso be used as a trunk wrap by coiling the woode around the trunk up to a minimum height of six feet from grads. A single layer or more of arange plastic construction fencing is to be wrapped and secured around the straw woodele.

P.O. Box 542, Ridley Park, PA 19078 Phone (610) 731-7969 Fax (610) 521-0108

www.rockwellconsultants.com htrees@verizon.net



#### *MEMORANDUM*

Date: September 25, 2020

**To:** Steve Norcini, P.E.

Radnor Township Engineer

From: Damon Drummond, P.E., PTOE

Senior Transportation Engineer

cc: Kevin Kochanski, ASLA, R.L.A. – Director of Community Development

Roger Phillips, P.E. - Gannett Fleming, Inc.

Leslie Salsbury, P.E. – Gilmore and Associates, Inc.

**Reference:** 208 North Aberdeen Avenue Townhouses

Final Minor Land Development Plan Review #2

Radnor Township, Delaware County, PA

G&A #20-06064

Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

#### A. BACKGROUND

The applicant proposes to construct 6 townhomes at 208 North Aberdeen Avenue with five (5) on-street parking spaces in addition to on-site parking. Based on Radnor Township Trip Generation rates (SALDO §255 attachment 4), the proposed development will generate 49 average weekday trips, with 4 AM Peak Hour and 6 PM Peak Hour trips.

#### **B. DOCUMENTS REVIEWED**

- 1. Final Minor Land Development Plan prepared by Site Engineering Concepts, LLC, consisting of 4 sheets and dated April 3, 2020, last revised September 11, 2020.
- 2. Response letter prepared by Site Engineering Concepts, LLC, dated September 11, 2020.

### C. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

- 1. §255-21.B(5)a[1].— Provide the corresponding driveway profile stationing in plan view (Sheet 3 of 6).
- 2. §255-21.B(5)b[1].— Provide the existing ground surface along center line and both right-of-way lines of streets. Provide the grade of the driveway apron.
- 3. §255-28.B –Revise the label for the available and required sight distance looking to the left of the driveway. It erroneously indicates sight distance to the right.
- 4. §255-37.B The applicant is providing the minimum four foot sidewalk with the required a 5' x5' level passing area to meet the latest ADA standards. However, the applicant should consider extending the sidewalk towards the curbline in the area of parallel parking creating a 5-foot sidewalk and eliminating the 1-foot vegetated area that is more difficult to maintain.
- 5. §255-40.E(2) The applicant is proposing 16' wide driveway which is the typical minimal width for allowing two-way traffic. However, the driveway is constrained by the adjacent building directly adjacent to the pavement and a curbline. Consider widening this driveway as much as feasible. A preferred pavement width for a driveway is between 18-20 feet. Also, grade breaks along the driveway should not exceed an algebraic difference of 8%. Revise the driveway profile as it indicates a 12% difference between the driveway and sidewalk.

### D. GENERAL COMMENTS

1. Provide a label indicating depressed curb for the width of the proposed driveway.

### SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

September 11, 2020

Steve Norcini, P.E. Township Engineer Radnor Township Iven Ave Wayne, PA 19087

Re: Response to Engineering Review 208 N. Aberdeen Ave Townhouses Preliminary Land Development Plan Revision #1

Dear Laura,

On behalf of the 210 N Aberdeen Associates, LLC, SITE Engineering Concepts is pleased to submit the enclosed revision to the Aberdeen Townhouses land development application. Revision #1 addresses the comments in the June 8, 2020 review memo from Roger Phillips, P.E., as follows:

### Sewage Facilities Planning

Comment 1. Final plan approval will not be granted until Planning Approval or a Planning Exemption is received from the PA DEP. The applicant has indicated on the plans that the planning modules have been submitted to the authorities for signature and will be forwarded to the PA DEP when completed. To date, the Township has not received a copy for review.

Response 1. The Applicant is aware planning approval is required before final approval. A note is added to Sheet 3. Revised modules have been submitted to the DCPD and Township.

### Subdivision and Land Development

Comment 1.  $\int 255-20-B(1)(e)/5$  — The site plan must show the size of the units (in bedrooms), if known.

Response 1. The number of bedrooms is yet to be determined. It will be provided when available.

Comment 2. §255-20-B(1)(n) — Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans.

Response 2. The 500' offset is added to Sheet 1 showing the surrounding features.

Comment 3.  $\int 255-20$ -B(1)(o)[3] — The arrangements and use of buildings and parking areas in nonresidential developments and multifamily residential developments with all necessary dimensions and number of parking spaces must be shown on the plans. Elevations and perspective sketches of proposed buildings are encouraged.

Response 3. Dimensions are added and a parking summary is provided.

Comment 4.  $\int 255-20-B(1)(0)[8] - All$  streetlights must be shown on the site plan.

Response 4. The street light at the intersection of Aberdeen Terrace and North Aberdeen Avenue is shown on Sheet 3. There is also a street light on the north side of railroad underpass, approximately 120' to the south

Comment 5.  $\int 255-20-B(1)(0)[9] - All$  fire hydrants must be shown on the site plan.

Response 5. The fire hydrant at the intersection of Plant Avenue and North Aberdeen Avenue is shown on Sheet 1.

Comment 6.  $\int 255-20-B(1)(0)[11] - All$  watermains must be shown on the site plan.

## Response 6. The water mains location on North Aberdeen is shown as provided by Aqua response to POCS design ticket.

Comment 7.  $\int 255-27-C(1)$  — The right of way, ultimate right of way, cartway, curbing and sidewalks must be shown and clearly labeled along N. Aberdeen Avenue.

### Response 7. The features are labeled.

Comment 8.  $\int 255-27.C(2) - Additional\ right-of\ way\ and/or\ cartway\ widths\ may\ be\ required\ by\ the\ Board\ of\ Commissioners\ in\ order\ to\ lessen\ traffic\ congestion,\ to\ secure\ safety\ from\ fire,\ panic\ and\ other\ dangers,\ to\ facilitate\ the\ adequate\ provision\ for\ transportation\ and\ other\ public\ requirements\ and\ to\ promote\ the\ general\ welfare.$ 

### Response 8. Per the August 13, 2020 video conference with Township staff, it is not anticipated additional widths will be requested.

Comment 9. §255-27.I(3) — Private driveways, where provided, shall be located not less than 40 feet from the intersection and shall provide access to the street of lower classification when a corner lot is bounded by streets of two different classifications as defined herein. This must be labeled on the plans.

### Response 9. The distances to the nearest intersections are noted on Sheet 3.

Comment 10.  $\int 255-29.A(12)(b)$  — The width of entrance and exit drives shall be a minimum of 25 feet for two-way use. The applicant provided a 12-foot entrance and exit drive.

### Response 10. Per the August 13, 2020 video conference with Township staff, the driveway has been widened to 16 feet.

Comment 11. §255-29.A(20) — Where semi-attached, attached or multiple dwellings are proposed and where private garages or driveways are proposed to be used and meet the off-street parking requirements, one parking spaces per four dwelling units of overflow off-street parking shall be provided. The applicant is providing overflow parking along N. Aberdeen Avenue. This section requires that the overflow parking be located with in a public parking facility or on individual lots.

## Response 11. Per the August 13, 2020 video conference with Township staff, we believe the overflow parking is in accordance with the ordinance.

Comment 12. \$\instyle{255-32.}A - No changes shall be made in the contour of the land and no grading excavation, removal or destruction of the topsoil, trees or other vegetation cover of the land shall be commended until such time a plan for minimizing erosion and sedimentation has been processed and reviewed by the Township Engineer and the DCCD. The Board of Commissioners may waive this requirement for minor subdivisions.

## Response 12. Erosion and sedimentation control measures are provided on the proposed plan for review and approval. An application will be submitted to the DCCD if required when the plan moves to final approval.

Comment 13.  $\int 255.37.G$  — The minimum width of all sidewalks and pedestrian paths shall be four feet. This must be dimensioned on the plans.

### Response 13. The sidewalk is now dimensioned.

Comment 14. §255.37.G — Sidewalks and pedestrian paths shall be laterally pitched at a slope of not less than 1/4 inch per foot to provide for adequate surface drainage.

### Response 14. The 2% cross slope is noted.

Comment 15. §255.38B – Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development must be shown on the plans. A landscaping plan must be provided.

### Response 15. A landscape plan is provided.

Comment 16.  $\int 255-40.B - Attached$  dwelling types should incorporate varied designs, architectural modes and setbacks.

### Response 16. The Applicant is aware of this requirement.

Comment 17.  $\int 255-40.C(2) - Access$  and circulation for fire-fighting and other emergency equipment, moving vans, fuel trucks, garbage collection, deliveries and snow removal shall be planned for efficient operation and convenience.

Steve Norcini, P.E. September 11, 2020 Re: 208 N. Aberdeen Townhouses PLDP, Revision #1 Page 3 of 5

### Response 17. As discussed on the August 13, 2020 video call, a snow removal area is shown on the plan. The other services will access the property from the street.

Comment 18.  $\int 255-40.E(3) - All$  driveways shall be paved and constructed with Township standards.

### Response 18. A note is added to the plan.

Comment 19.  $\int 255-40$ . F(1) — Outdoor collection stations shall be provided for garbage and trash removal when individual collection is not made and indoor storage is no provided. The applicant must explain what is proposed for trash removal.

### Response 19. Trash removal will be by the Township's curb side pickup.

Comment 20. §255-40.G – The appeal and character of the site shall be preserved and enhanced by retaining and protecting existing trees and desirable topographic features. Additional plant material shall be added for privacy, shade, beauty of buildings and grounds to screen out objectionable features.

### Response 20. Existing healthy trees are retained where possible. A landscape plan is provided with this submission.

Comment 21. §255-42.A — Buffer screen are required between subdivisions and land developments and along existing streets to soften visual impact, to screen glare and to create a visual barriers between conflicting land uses. A buffer screen must be provided for this development.

### Response 21. The landscape plan includes a buffer screen consisting of plants and privacy fencing.

Comment 22. \$255-43.1.B(1) — For all residential subdivisions or land developments involving a total of four or more lots and/or dwelling units, a minimum of 1,440 square feet or suitable park and recreation land shall be provided per dwelling unit within such subdivision/land development, unless the developer agrees to a fee in lieu of \$3,307 per dwelling unit (existing or proposed).

### Response 22. The Applicant is aware of this requirement and agrees to the fee in lieu payment.

Comment 23. §255-49 — Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.

### Response 23. There are existing street lights on the east side of N. Aberdeen Avenue and no additional streetlights are proposed.

Comment 24. §255-54.B — The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. We note that the applicant is working with the Township Engineer and Township Fire Marshall and will incorporate their input as applicable.

Response 24. The Applicant is aware of this requirement.

### Stormwater

Comment 1. The post-dev hydrograph lists 0.277 acres of impervious and 0.137 acres of pervious; however, the sum of the post-dev bypass and post-dev captured result in 0.297 acres impervious and 0.117 acres pervious. Please revise the post-dev hydrographs to be consistent.

### Response 1. The post-dev hydrograph #2 is revised to be consistent.

Comment 2. The plans list the outer dimensions of the bed as 112.5' x 5', which is 562.5 SF. The Dewater Time table in the Compliance Summary of the Stormwater Report lists the basin footprint as 731 SF. Please revise this inconsistency.

### Response 2. The bed is revised and the plan, pond report and summary table are consistent.

Comment 3.  $\int 245-22(A)(1)(c)$  – the infiltration facility shall be capable of completely infiltrating the retention volume within four days (96 hours). Based on a bed footprint of 562.5 SF as taken from the plans, the dewatering time exceeds 96 hours. Please revise such that the dewatering time meets this requirement.

### Response 3. The bed and the calculations are revised.

Steve Norcini, P.E. September 11, 2020 Re: 208 N. Aberdeen Townhouses PLDP, Revision #1 Page 4 of 5

Comment 4. The Water Quality Volume in the Compliance Summary of the Stormwater Report lists 65% impervious; however, the hydrograph for the post-dev captured shows 0.253 acres going to the stormwater system or approx. 74% impervious. Please revise this discrepancy.

### Response 4. The % impervious captured is revised in the calculations.

Comment 5. \$\iiint\_245-23(D)\$ - Developed areas shall provide adequate storage and treatment facilities necessary to capture and treat stormwater runoff. The retention volume computed under \$\iiint\_245-22\$ may be a component of the water quality volume if the applicant chooses to manage both components in a single facility. If the retention volume is less than the water quality volume, the remaining water quality volume may be captured and treated by methods other than infiltration BMPs. The required water quality volume (\(WQv\)) is the storage capacity needed to capture and treat a portion of stormwater runoff from the developed areas of the site. Based on 74% impervious reaching the stormwater system, the system does not provide sufficient water quality volume. Please revise the system to meet this requirement.

### Response 5. The bed is revised to provide the infiltration volume to meet the revise WQv calculation.

Comment 6. Please provide pre-development and post-development drainage area maps.

Response 6. A drainage map is added to Sheet 4.

Comment 7. Please provide an overflow outlet structure for the system.

Response 7. The infiltration bed is designed for zero discharge up to the 100 year storm. The curb behind Proposed Inlet #2 has a 3" reveal and level top of curb elevation to act as a level spreader if the basin overflows.

Comment 8. Final approval of the stormwater management plan will be required as part of the Grading Permit process.

Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Response 8. Understood.

### Sanitary Sewer

Comment 1. The sanitary sewer line in N. Aberdeen Avenue must be shown on the plans.

Response 1. The sanitary main is shown.

Comment 2. The existing sanitary sewer connection and disposition of the connection must be provided on the plans.

Response 2. The existing lateral is shown and a decommission note added.

Comment 3. The size and materials of the proposed sanitary sewer laterals along with a profile must be shown on the plans.

Response 3. The Township lateral requirements and detail are added.

### General

Comment 1. The cover sheet must be revised to indicated that this is a preliminary land development plan.

Response 1. The cover sheet is updated to reflect preliminary land development.

Comment 2. General note 2 on sheet 3 of 3 indicates that the survey was completed without the benefit of a current title report. A title report was provided with the submission.

Response 2. The notes are revised on Sheet 2 and removed from Sheet 3.

Comment 3. Information regarding the removal of the water basin and water tanks must be provided.

Response 3. The tanks formerly held chlorine and have been decontaminated as required by the Township. The Applicant will provide the report under separate cover. The decontaminated tanks will be salvaged. The basin concrete removed and backfill as needed to provide basement level subgrade.

Steve Norcini, P.E. September 11, 2020 Re: 208 N. Aberdeen Townhouses PLDP, Revision #1 Page 5 of 5

Comment 4. The applicant must appear before the Shade Tree Commission and gain approval prior to this plan being presented to the Board of Commissioners.

### Response 4. Understood.

Comment 5. Information regarding the home owners association and the ownership of the lot must be provided.

Response 5. It is anticipated the homes will be fee-simple footprint ownership, with the HOA owning and maintaining all area outside of the footprint of the buildings. The declaration will be provided for review prior to recording of the final plan.

We trust these revisions satisfactorily address your comments. Should you have any questions and/or additional comments, please contact me at pspellman@site-engineers.com or 610.523.9002.

Sincerely,

Patrick Spellman, P.E.

### SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

September 11, 2020

Steve Norcini, P.E. Township Engineer Radnor Township Iven Ave Wayne, PA 19087

Re: Response to Traffic Engineering Review 208 N. Aberdeen Ave Townhouses Preliminary Land Development Plan Revision #1

Dear Laura,

On behalf of the 210 N Aberdeen Associates, LLC, SITE Engineering Concepts is pleased to submit the enclosed revision to the Aberdeen Townhouses land development application. Revision #1 addresses the comments in the June 26, 2020 review memo from Damon Drummond, P.E., PTOE, as follows:

### SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

Comment 1.  $\int 250-17.D(7) - L$ abel the clear sight triangle on the plans for the proposed driveway intersection with North Aberdeen Avenue, as well as the curb radii.

Response 1. Sight triangles and curb radii are added on Sheet 3.

Comment 2.  $\int 255-27.I(4) - Label$  the individual driveway grades for each unit to ensure they do not exceed 16%.

Response 2. Driveway grades are labeled on Sheet 3.

Comment 3. §255-28.B – Identify the proposed sight distance on the plans at the access with N. Aberdeen Avenue. Ensure adequate sight distance for safe and efficient vehicular operation.

### Response 3. Sight distances and requirements are identified on Sheet 3.

Comment 4. §255-37.B – Verify the width of the sidewalk along North Aberdeen Avenue meets the minimum four feet required. Label the proposed width on the plans. A 5-foot sidewalk width along the site frontage is recommended to comply with the current preferred ADA standards. If a 5 sidewalk is not provide a 5'x5' level passing area must be provided along the site frontage to meet the latest ADA standards.

### Response 4. The sidewalk is dimensioned at 4' and a 5'x5' passing area added.

Comment 5. §255-37 — Label proposed ADA-compliant curb ramps at the driveway crossing. Provide spot elevations and additional details (i.e., longitudinal slopes, cross slopes, ramp lengths, etc.) of the sidewalks and curb ramps (1"-5' scale) to ensure compliance with this section of the code. Otherwise, a concrete apron shall be installed in accordance with §250-17.D(9).

### Response 5. A driveway apron with the sidewalk crossing at grade is proposed.

Comment 6. §255-40.C(2) – Ensure emergency vehicles, delivery vehicles, trash trucks, etc. can access the rear lot by providing truck turning templates for the vehicles anticipated for the site. Additionally, an area should be provided and labeled on the plans for storage of snow during removal that will not interfere with the circulation of the access driveway.

Response 6. As discussed on the August 13, 2020 video call, a snow removal area is shown on the plan. The other services will access the site from the street.

Comment 7.  $$\int 255-40.E(2) - The proposed driveway width is shown as 12' which is not sufficient for two-way traffic. Provide adequate driveway cartway width to accommodate two-way traffic.$ 

Response 7. Per the August 13, 2020 video conference with Township staff, the driveway is widened to 16 feet.

Steve Norcini, P.E. September 11, 2020 Re: 208 N. Aberdeen Townhouses PLDP, Revision #1 Page 2 of 2

### **GENERAL COMMENTS**

Comment 1. There are details for both concrete curb and granite curb provided on Sheet 3 of 3. Provide labels on the plans for where each type of curb is proposed. Note that concrete curb shall be provided along North Aberdeen Avenue in accordance with §255-78.

### Response 1. Concrete curb is identified on Sheet 3. The granite curb detail is removed.

Comment 2. Label the proposed driveway radii or indicate a proposed concrete apron. If utilizing a concrete apron, label depressed curb along North Aberdeen Avenue for the width of the driveway.

### Response 2. A concrete apron and depressed curb width are identified on Sheet 3.

Comment 3. Provide a driveway centerline profile from the centerline of North Aberdeen Avenue to confirm that appropriate grades are provided for the development.

Response 3. A profile is provided on Sheet 4.

We trust these revisions satisfactorily address your comments. Should you have any questions and/or additional comments, please contact me at pspellman@site-engineers.com or 610.523.9002.

Sincerely,

Patrick Spellman, P.E.

### SITE ENGINEERING CONCEPTS, LLC

### CIVIL ENGINEERING AND CONSULTING SERVICES

TRANSMITTAL			
TO:	FROM:		
Patricia Sherwin	Patrick Spellman		
COMPANY:	DATE:		
Radnor Township	9/14/2020		
STREET ADDRESS:	PHONE:		
301 Iven Avenue			
CITY, ZIP:	SENDER'S REFERENCE NUMBER:		
Wayne, PA 19087	36-13-278 208 N Aberdeen		
RE:	CC:		
Preliminary Land Development Plan	208 N. Aberdeen Assc, Owner & Applicant		
Application			
208 North Aberdeen Townhouses			

COPIES	SHEETS	DATE	ITEM
2	5	9/11/2020	RESPONSE TO TOWNSHIP ENGINEER REVIEW MEMO
2	2	9/11/2020	RESPONSE TO TRAFFIC ENGINEER REVIEW MEMO
12	6	9/11/2020	PRELIMINARY LAND DEVELOPMENT PLAN, REVISION #1 W/ LANDSCAPE PLANS
2	61	9/10/2020	PCSM NARRATIVE, REVISION #1

#### NOTES/COMMENTS:

On behalf of 210 N Aberdeen Associates, LLC, SITE Engineering Concepts, LLC. is pleased to submit the attached revised documents for the land development plan application. If you have any questions or comments, please contact me at pspellman@site-engineers.com or 610.523.9002. Thank you.

#### **JACK LARKIN**

President

#### LISA BOROWSKI

Vice President

JAKE ABEL

RICHARD F. BOOKER, ESQ.

DAMIEN ENDERLE

SEAN FARHY

MOIRA MULRONEY, ESO.



Phone (610) 688-5600 Fax (610) 971-0450 www.radnor.com WILLIAM M. WHITE

Acting Township Manager Township Secretary

JOHN B. RICE, ESQ. Solicitor

KATHRYN GARTLAND

Treasurer

June 10, 2020

Christy Flynn 201 N Aberdeen Associates, LLC C/O Rockwell Custom Homes 126 East State Street Media, PA 19063

**RE:** Land Development Application #2020-D-04

208 North Aberdeen Avenue Townhouses-Preliminary Land Development Plan

Dear Ms. Flynn:

In accordance with Section 255-18 of the Subdivision of Land Code of the Township of Radnor, we have received your preliminary land development plan to construct 6 single family townhouses on one lot and have found the submission to be administratively complete. Therefore, I have accepted the application for the preliminary land development for review by the Township Staff, Planning Commission, and Board of Commissioners.

These plans are available for public viewing in the Engineering Department. A waiver of time period under 508 of the Municipal Planning Code has been executed by you. The 90-day review period will commence 90 days after the termination of the statewide disaster emergency by the Governors office or 30 days after written notification is received from the applicant to commence the 90-day clock whichever is later.

These plans will be reviewed by the Planning Commission at a future meeting to be determined.

Sincerely,

Stephen J. Novim

Stephen F. Norcini, PE Township Engineer

### SITE ENGINEERING CONCEPTS, LLC

### CIVIL ENGINEERING AND CONSULTING SERVICES

TRANSMITTAL			
TO:	FROM:		
Patricia Sherwin	Patrick Spellman		
COMPANY:	DATE:		
Radnor Township	5/13/2020		
STREET ADDRESS:	PHONE:		
301 Iven Avenue			
CITY, ZIP:	SENDER'S REFERENCE NUMBER:		
Wayne, PA 19087	36-13-278 208 N Aberdeen		
RE:	CC:		
Final Minor Land Development Plan	208 N. Aberdeen Assc, Owner & Applicant		
Application			
208 North Aberdeen Townhouses			

COPIES	SHEETS	DATE	ITEM
			APPLICATIONS AND FEES TO BE PROVIDED BY APPLICANT UNDER SEPARATE COVER.
13	3	5/8/2020	FINAL MINOR LAND DEVELOPMENT PLAN, FULL SCALE SETS
7	3	5/8/2020	FINAL MINOR LAND DEVELOPMENT PLAN, HALF- SCALE SETS
2	61	5/6/202	PCSM NARRATIVE
2	-	-	FLASH DRIVES

#### NOTES/COMMENTS:

On behalf of 210 N Aberdeen Associates, LLC, SITE Engineering Concepts, LLC. is pleased to submit the attached land development plan application. If you have any questions or comments, please contact me at pspellman@site-engineers.com or 610.523.9002. Thank you.

### **DELAWARE COUNTY PLANNING COMMISSION**

### **APPLICATION FOR ACT 247 REVIEW**

Incomplete applications will be returned and will not be considered "received" until all required information is provided.

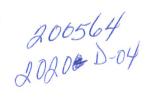
Please type or print legibly

DEVELOPER/APPL	ICANT			
Name_210 N ABERDEE	N ASSOCIATES, LI	_C E-mail CFlynr	n@RockwellCustom.com	
		26 E STATE STREET, MEDI.		4-5876
Name of Development_	200 NOINTI ABENDE	EEN AVENUE SUBDIVISION		
Municipality RADNOR				
ARCHITECT, ENGI	NEER, OR SURV	EYOR		
Name of Firm_SITE EN	IGINEERING CONC	CEPTS, LLC Phone	e 610.523.9002	
Address PO BOX 1992	2, SOUTHEASTE	RN, PA 19399		
Contact PATRICK SPEL	LMAN	E-mail_PSPE	ELLMAN@SITE-ENGINEE	RS.COM
Type of Review	Plan Status	<b>Utilities Existing</b>	Proposed	Environmental
☐ Zoning Change	Sketch	☑ Public Sewerage	✓ Public Sewerage	Characteristics
✓ Land Development	✓ Preliminary	☐ Private Sewerage	☐ Private Sewerage	☐ Wetlands
Subdivision	☐ Final	✓ Public Water	✓ Public Water	☐ Floodplain
☐ PRD	☐ Tentative	☐ Private Water	☐ Private Water	☐ Steep Slopes
Zoning District C-3		Ta	x Map # _36 / _13 / _378 _	
		Та	x Folio # 36 / 010/ 0009	/ 00

STATEMENT OF INTENT WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.					
Existing and/or Proposed Use of Sit	te/Buildings:				
EXISTING: VACANT SINGLE FAMILY HO	DUSE.				
PROPOSED: 6 TOWNHOUSE UNIT					
Total Site Area	0.46	Acres			
Size of All Existing Buildings	2607	Square Feet			
Size of All Proposed Buildings	6000	Square Feet			
Size of Buildings to be Demolished	2607	Square Feet			
GREG LINGO Print Developer's Name	 Develor	per's Signature	-		
Time Beveroper s ivame	Develop	oer o organicare			
MUNICIPAL SECTION ALL APPLICATIONS AND THEI	R CONTENT ARE A MU	NICIPAL RESPONSIBILITY.			
Local Planning Commission	Regular Meeting				
Local Governing Body	Regular Meeting				
Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:					
Actual Date Needed					
IMPORTANT: If previously submitted, show assigned DCPD File #					
Print Name and Title of Designated Municipal Official Phone Number					
Official's Signature		Date			
EOD DODD LICE ONLY					
FOR DCPD USE ONLY					
Review Fee: Check #	Amoun	t \$ Date Received			

Applications with original signatures must be submitted to DCPD.

RADNOR TOWNSHIP 301 IVEN AVE WAYNE PA 19087 P) 610 688-5600 F) 610 971-0450 WWW.RADNOR.COM



### SUBDIVISION ~~ LAND DEVELOPMENT

Location of Property 208 I	NORTH ABEI	RDEEN	AVENUE		
Zoning District <u>C-3</u>			Application N	o	o. Use)
Fee	Ward No				District NO
Applicant: (Choose one)	Owner X		Equital	ble Owi	ner
Name 210 N ABERDEEN	ASSOCIATE	S, LLC			
Address C/O ROCKWELL	L CUSTOM F	HOMES,	126 EAST S	TATE	ST, MEDIA, 19063
Telephone 484.614.5876	F	ax		Cell_	
Email <u>CFYLNN@ROC</u>	(WELLCUST	OM.COI	M		
Designer: (Choose one)	Engineer	Χ		Survey	/or
Name SITE ENGINEERII	NG CONCEP	TS, LLC			
Address PO BOX 1992,	SOUTHEAST	ERN, P	A 19399		
Telephone <u>610.523.9002</u>		Fax			
Email PSPELLMAN@SI	TE-ENGINEE	RS.CO	И		
Area of property 20,083 S	F (0.46 AC)	Area o	f disturbance <u>1</u>	18,034	SF
Number of proposed building	ıgs <u>1</u>	Propos	ed use of prope		S SINGLE FAMILY FOWNHOUSES
Number of proposed lots 1	<u>(NO CH</u> ANG	E)			
Plan Status: Sketch Plan Are there any requirements	Prelimin	nary	Final X  ) that are not i	Revise in comp	d liance with?

Are there any requirements of Chapter 255 (SALDO) not being adhered to?  Explain the reason for noncompliance.  NO			
Are there any	infringements of Chapter 280 (Zoning), and if so what and why?		
1			
210 N ABERI	reporation/Partnership Name  DEEN ASSOCIATES, LLC  extify that I am the owner, equitable owner or authorized representative of the h is the subject of this application.		
1 1 )	2//		
Signature	12/4/		
Print Name G	BREG LINGO		
By filing this the site for rev	application, you are hereby granting permission to Township officials to visit view purposes.		
NOTE:	All requirements of Chapter 255 (Subdivision of Lane) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.		

JACK LARKIN
President

LISA BOROWSKI
Vice President
JAKE ABEL
RICHARD F. BOOKER, ESQ.
DAMIEN ENDERLE
SEAN FARHY
MOIRA MULRONEY, ESO.



Phone (610) 688-5600 Fax (610) 971-0450 www.radnor.com WILLIAM M. WHITE Acting Township Manager Township Secretary

JOHN B. RICE, ESQ. Solicitor

KATHRYN GARTLAND Treasurer

### WAIVER OF TIME PERIODS UNDER 508 OF MPC

ON BEHALF OF THE APPLICANT, I HEREBY WAIVE THE TIME PERIOD WITHIN WHICH RADNOR TOWNSHIP IS REQUIRED TO MAKE A DECISION UNDER SECTION 508 OF THE PA.

MUNICIPALITIES CODE. THE 90 DAY CLOCK UNDER SECTION 508 WILL COMMENCE 90 DAYS AFTER TERMINATION OF THE STATEWIDE DISASTER EMERGENCY BY THE GOVERNOR'S OFFICE OR 30 DAYS AFTER WRITTEN NOTICE IS RECEIVED FROM THE APPLICANT TO COMMENCE THE 90 DAY CLOCK WHICHEVER IS LATER

GREG LINGO
APPLICANT OR REPRESENTATIVE
36-13-278 208 N ABERDEEN AVE
TAX PARCEL AND ADDRESS OF PROJECT
THE THEOLEMAN TO THE STATE OF T
5/S/2020
DATE

### **DELAWARE COUNTY PLANNING COMMISSION**

### **APPLICATION FOR ACT 247 REVIEW**

Incomplete applications will be returned and will not be considered "received" until all required information is provided.

### Please type or print legibly

DEVELOPER/APPL	ICANT			
Name_210 N ABERDEE	N ASSOCIATES, LI	-C E-mail CFlynr	@RockwellCustom.com	
Address_C/O ROCKWELL	. CUSTOM HOMES, 1	26 E STATE STREET, MEDIA	A 19063 Phone (484) 61	4-5876
Name of Development_	208 NORTH ABERDE	EEN AVENUE SUBDIVISION		
Municipality_RADNOR				
ARCHITECT, ENGI	NEER, OR SURV	YEYOR		
Name of Firm SITE EN	GINEERING CONC	DEPTS, LLC Phone	610.523.9002	
Address PO BOX 1992	2, SOUTHEASTE	RN, PA 19399		
Contact PATRICK SPELI	LMAN	E-mail_PSPE	ELLMAN@SITE-ENGINEE	RS.COM
Type of Review	Plan Status	Utilities Existing	Proposed	Environmental
Zoning Change	Sketch	☑ Public Sewerage	☑ Public Sewerage	Characteristics
Land Development	☐ Preliminary	☐ Private Sewerage	☐ Private Sewerage	☐ Wetlands
✓ Subdivision	✓ Final	✓ Public Water	☑ Public Water	☐ Floodplain
] PRD	☐ Tentative	☐ Private Water	☐ Private Water	☐ Steep Slopes
Zoning District C-3		Ta	x Map # <u>36 / 13 / 378</u>	
		Та	x Folio # 36 / 010/ 0009	/ 00

STATEMENT OF INTENT WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.					
Existing and/or Proposed Use of Site/Buildings:					
EXISTING: VACANT SINGLE FAMILY HO	DUSE.				
PROPOSED: 6 TOWNHOUSE UNIT					
Total Site Area	0.46	Acres			
Size of All Existing Buildings	2607	Square F	Peet		
Size of All Proposed Buildings	6000	Square F	Ceet		
Size of Buildings to be Demolished	2607	Square F	Seet		
CDEC LINGO					
GREG LINGO Print Developer's Name		Developer's Signa	ature		
•		_ cvereper b signi			
MUNICIPAL SECTION ALL APPLICATIONS AND THEI	R CONTENT A	RE A MUNICIPAL	RESPONSIBILITY.		
Local Planning Commission	Regular Meeting	3			
Local Governing Body	Regular Meeting				
Municipal request for DCPD staff c					
Actual Date Needed					
IMPORTANT: If previously submit					
Print Name and Title of Designated	Municipal Offic	ial .	Phone Number		
Official's Signature			Date		
FOR DCPD USE ONLY					
		Amount \$	Date Received		

Applications with original signatures must be submitted to DCPD.



### First American Title™

### **ALTA Commitment for Title Insurance**

Issuing Office: Hollister Land Services, LLC

ISSUED BY

### First American Title Insurance Company

Issuing Office File No.: 2437416

### Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Hollister Land Services, LLC

ALTA ® Universal ID:

Commitment No.: 2437416

Property Address: 208-210 N. Aberdeen Avenue, Wayne, PA 19087

Revision No.:

2/4/2018

**SCHEDULE A** 

Loan ID No .:

1. Commitment Date: May 26, 2017 @ 8:00 am

2. Policy to be issued:

(a) ALTA Owner Policy (6-17-06)

Proposed Insured: 210 N. Aberdeen Avenue Associates, LLC

Proposed Policy Amount: \$1,230,000.00\$844,000.00

(b)

Proposed Insured: TBD, its successors and/or assigns, as their interests may appear

Proposed Policy Amount: \$ 0.00

(c)

Proposed Insured:

Proposed Policy Amount: \$

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
- 4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in: American Pool Service Corporation (as to Premises A) and Mark Sergeant Miller (as to Premises B)

And was acquired by:

Premises A - By virtue of Deed, from Frederick Weinert and Doris H. Weinert, his wife, dated 07/15/1966, recorded 07/26/1966, at Deed Book 2247, Page 261, to American Pool Service Corporation

Premises B - By virtue of Deed, from Mark Sergeant Miller and Christine S. Miller, his wife, Joseph Curtin and Susan Curtin his wife and Robert Harper and Wendy Miller, his wife, by Deed dated 07/02/2015, and recorded 07/29/2015, in the Office of the

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

FIRST AMERICAN TITLE INSURANCE COMPANY

Meghan Peterson

**Authorized Signatory** 

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ISSUED BY

### First American Title Insurance Company

### Schedule Bl

Commitment No.: 2437416

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- Pay the agreed amount for the estate or interest to be insured.
- Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Original photo identification for all parties to the transaction must be provided.
- Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is //// neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.
- Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
- Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.

Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

COP PARCEL IDENTIFICATION NUMBER:

ASSESSMENT: \$

10. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

√////. Mortgages: NONE

12. Judgments: NONE

13. Financing Statements: None

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ISSUED BY

### First American Title Insurance Company

### Schedule BI (Cont.)

Commitment No.: 2437416

#### SCHEDULE B, PART I

#### Requirements

- 14. SUPPORT ARREARAGE SEARCH RESULTS: SEE ATTACHED
- 15. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company). Tax Account Number: 36-01-00009-00 (Premises A) Assessment: \$214,130.00
- 16. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company). Tax Account Number: 36-01-00010-00 (Premises B) Assessment: \$0.00
- 17. Taxes for the year(s) 2015, 2016 (Premises A and B) have been returned to the Tax Claim Bureau of the County of Delaware as unpaid and liened and are payable at that office only.
- 18. As to American Pool Service Corporation the following must be furnished:
  - a. Proper Resolution by its Board of Directors authorizing the proposed conveyance.
  - b. Proof all corporate taxes owed the Commonwealth of Pennsylvania have been paid to date.
  - c. Certificate of Good Standing must be furnished (only if the corporation is a foreign corporation, i.e. incorporated in a state other than Pennsylvania).
- 19. For Information Only chain of title:
  Being the same premises which Mark Sergeant Miller and Christine S. Miller, his wife, Joseph Curtin and Susan Curtin his wife and Robert Harper and Wendy Miller, his wife, by Deed dated 07/02/2015 and recorded 07/29/2015 in the Office of the Recorder of Deeds in and for the County of DELAWARE in Record Book 5679 page 731 (Premises B), granted and conveyed unto Mark Sergeant Miller.
- 20. Notice of settlement to this Company must be given at least 48 hours prior to settlement.

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ISSUED BY

### First American Title Insurance Company

### Schedule Bll

Commitment No.: 2437416

### SCHEDULE B, PART II

#### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or screated, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
  - 2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
  - 3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
  - 4. Easements, or claims of easements, not shown by the Public Records.
  - 5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  - 6. Possible tax increase based on additional assessments.
  - 7. Accuracy of area content not insured.

Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.

- 9. Restrictions and other matters, if any, appearing of record in Deed Book W-7 page 212 (Premises A) and Deed Book H-8 page 148 (as to Premises B), but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 10. Court Ordered Easement as set forth in Record Book 5401 page 882 (as to Premises A).
- 11. Supplemental Final Order and Judgment as set forth in Volume 4899 page 1049 (as to Premises A)
- 12. Rights granted to Bell Telephone Company as set forth in Deed Book 2255 page 1006 (as to Premises B).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ISSUED BY

First American Title Insurance Company

### Schedule BII (Cont.)

Commitment No.: 2437416

### **SCHEDULE B, PART II**

**Exceptions** 

13. Under and Subject to the terms and provisions as set forth in the Rails to Trails Conservancy Act.

Myh John

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ISSUED BY

### First American Title Insurance Company

### **Exhibit A**

Commitment No.: 2437416

#### **LEGAL DESCRIPTION**

#### PREMISES A

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a Map of Property of Delia Cowen, made by M.R. and J. B. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, June 18, 1947, as follows, to wit:

BEGINNING at a tack set in the middle line of Aberdeen Avenue (Sixty feet wide) which tack is at the distance of one hundred three feet and eighty-one one-hundredths feet measured Northwestwardly along the middle line of said Aberdeen Avenue from its intersection with the center line of Pennsylvania Avenue, which last mentioned point is at the distance of seventeen feet and ninety seven one-hundredths feet measured Northwestwardly from a stone in the Northern boundary of the Pennsylvania Railroad; thence from the beginning point and extending South seventy-five degrees, fifty-three minutes West two hundred fifty feet and fourteen one-hundredths feet to a spike set in the bed of said Pennsylvania Avenue; thence extending North sixteen degrees, zero minutes West, along the Northeasterly side of a proposed twenty-five feet wide public road one hundred forty-three feet and twenty-two one-hundredths feet to a spike; thence extending North seventy-four degrees, zero minutes East, two hundred fifty feet to a tack set in the middle line of Aberdeen Avenue; thence extending along same, South sixteen degrees, zero minutes East, one hundred fifty-one feet and forty-four one-hundredths feet to a tack, being the first mentioned point and place of beginning.

EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN lot or piece of ground, being the Westerly portion of the lot of land of Delia Cowan, Widow, Situate in the Township of Radnor County of Delaware and State of Pennsylvania, as shown on a survey made by M.R. and J. B. Yerkes, Civil Engineers, June 18, 1947 being bounded and described, to wit;

BEGINNING at a point in the Northerly line of said tract of land which said point is 135 feet from the centerline of Aberdeen Avenue measured along a line whose course North 74 degrees East which said point in the centerline of Aberdeen Avenue is at the distance of 255.25 feet from the intersection of the centerline of Pennsylvania Avenue with the centerline of Aberdeen Avenue measured along a line whose course bears South 16 degrees 00 minutes East, from said point of beginning, running South 74 degrees, 00 minutes West, 115 feet; thence South 16 degrees East 143.22 feet to a point near the centerline of the said Pennsylvania Avenue; thence North 75 degrees 53 minutes East 115.06 feet more or less to a point; thence North 16 degrees West, 147 feet feet more or less to the point and place of BEGINNING.

#### FOLIO NO 36-01-00009-00

BEING the same premises which Frederick Weinert and Doris H. Weinert, his wife, by Deed dated 07/15/1966, and recorded 07/26/1966, in the Office of the Recorder of Deeds in and for Delaware County in Deed Book 2247, page 261, granted and conveyed unto American Pool Service Corporation.

### PREMISES B

ALL THAT CERTAIN lot or place of ground, Situate in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit;



ISSUED BY

First American Title Insurance Company

### Exhibit A - cont.

Commitment No.: 2437416

#### LEGAL DESCRIPTION

BEGINNING in the middle line of Aberdeen Avenue at the distance of two hundred seventy-three feet and twenty-two one-hundredths of a foot Northwardly from the intersection of the Northerly line of the Pennsylvania Railroad Company's land, a corner of ground late of Arthur H. Lanser, now of H. A. Poth; Thence along the middle line of Aberdeen Avenue North sixteen degrees West fifty feet to a corner of ground late of Harry McClintock, now of Susanna F. Leach; Thence by said Leach's ground South seventy-four degrees West two hundred fifty feet to the Easterly line of a twenty-five foot wide avenue or road; Thence along the Easterly side of said road and by land now or late of Drexel and Child, South sixteen degrees East fifty feet to the Northwesterly corner of ground of the said H. A. Poth; Thence by said Poth's ground North seventy-four degrees East two hundred fifty feet to the place of BEGINNING.

FOLIO NO. 36-01-00010-00

BEING the same premises which Mark Sergeant Miller and Christine S. Miller, his wife, Joseph Curtin and Susan Curtin his wife and Robert Harper and Wendy Miller, his wife, by Deed dated 07/02/2015, and recorded 07/29/2015, in the Office of the Recorder of Deeds in and for Delaware County in Record Book 5679, page 731, granted and conveyed unto Mark Sergeant Miller.

Prepared by:

Hollister Land Services, LLC 126 E. State Street Media, PA 19063 610-891-6600

DT-DEED RD BK06130-0669 2018007979 02/14/2018 03:18:18 PM:1 RCD FEE: \$120 25 POL SUB TAX: \$12,660.00 ST TAX: \$8,440.00

Record and Return to:

Hollister Land Services, LLC 126 E. State Street Media, PA 19063 610-891-6600

Property Address: 210 N. Aberdeed Avenue, Wayne, PA 19087

Folio No.: 36-01-00009-00 and 36-01-00010-00 Township of Radnor, Delaware County

# This Deed, Made the 6 day of February, 2018

Between American Pool Service Corporation, a Pennsylvania Corporation and Mark Miller (hereinafter called the Grantor(s)), of the one part, and 210 N. Aberdeen Associates, LLC, a Pennsylvania limited liability company (hereinafter called the Grantee(s)), of the other part,

Witnesseth That the said Grantor(s) for and in consideration of the sum of Eight Hundred Forty Four Thousand Dollars (\$844,000.00) as good and sufficient consideration of lawful money of the United States of America, unto them well and truly paid by the said Grantee(s), at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee(s), their heirs, personal representatives, successors and assigns,

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a Map of Property of Delia Cowen, made by M.R. and J. B. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, June 18, 1947, as follows, to wit:

BEGINNING at a tack set in the middle line of Aberdeen Avenue (Sixty feet wide) which tack is at the distance of one hundred three feet and eighty-one one-hundredths feet measured Northwestwardly along the middle line of said Aberdeen Avenue from its intersection with the center line of Pennsylvania Avenue, which last mentioned point is at the distance of seventeen feet and ninety seven one-hundredths feet measured Northwestwardly from a stone in the

Northern boundary of the Pennsylvania Railroad; thence from the beginning point and extending South seventy-five degrees, fifty-three minutes West two hundred fifty feet and fourteen one-hundredths feet to a spike set in the bed of said Pennsylvania Avenue; thence extending North sixteen degrees, zero minutes West, along the Northeasterly side of a proposed twenty-five feet wide public road one hundred forty-three feet and twenty-two one-hundredths feet to a spike; thence extending North seventy-four degrees, zero minutes East, two hundred fifty feet to a tack set in the middle line of Aberdeen Avenue; thence extending along same, South sixteen degrees, zero minutes East, one hundred fifty-one feet and forty-four one-hundredths feet to a tack, being the first mentioned point and place of beginning.

EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN lot or piece of ground, being the Westerly portion of the lot of land of Delia Cowan, Widow, Situate in the Township of Radnor County of Delaware and State of Pennsylvania, as shown on a survey made by M.R. and J. B. Yerkes, Civil Engineers, June 18, 1947 being bounded and described, to wit;

BEGINNING at a point in the Northerly line of said tract of land which said point is 135 feet from the centerline of Aberdeen Avenue measured along a line whose course North 74 degrees East which said point in the centerline of Aberdeen Avenue is at the distance of 255.25 feet from the intersection of the centerline of Pennsylvania Avenue with the centerline of Aberdeen Avenue measured along a line whose course bears South 16 degrees 00 minutes East, from said point of beginning, running South 74 degrees, 00 minutes West, 115 feet; thence South 16 degrees East 143.22 feet to a point near the centerline of the said Pennsylvania Avenue; thence North 75 degrees 53 minutes East 115.06 feet more or less to a point; thence North 16 degrees West, 147 feet feet more or less to the point and place of BEGINNING.

### FOLIO NO 36-01-00009-00

BEING the same premises which Frederick Weinert and Doris H. Weinert, his wife, by Deed dated 07/15/1966, and recorded 07/26/1966, in the Office of the Recorder of Deeds in and for Delaware County in Deed Book 2247, page 261, granted and conveyed unto American Pool Service Corporation.

### PREMISES B

ALL THAT CERTAIN lot or place of ground, Situate in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit;

BEGINNING in the middle line of Aberdeen Avenue at the distance of two hundred seventy-three feet and twenty-two one-hundredths of a foot Northwardly from the intersection of the Northerly line of the Pennsylvania Railroad Company's land, a corner of ground late of Arthur H. Lanser, now of H. A. Poth; Thence along the middle line of Aberdeen Avenue North sixteen degrees West fifty feet to a corner of ground late of Harry McClintock, now of Susanna F. Leach; Thence by said Leach's ground South seventy-four degrees West two hundred fifty feet to the Easterly line of a twenty-five foot wide avenue or road; Thence along the

Easterly side of said road and by land now or late of Drexel and Child, South sixteen degrees East fifty feet to the Northwesterly corner of ground of the said H. A. Poth; Thence by said Poth's ground North seventy-four degrees East two hundred fifty feet to the place of BEGINNING.

### FOLIO NO. 36-01-00010-00

BEING the same premises which Mark Sergeant Miller and Christine S. Miller, his wife, Joseph Curtin and Susan Curtin his wife and Robert Harper and Wendy Miller, his wife, by Deed dated 07/02/2015, and recorded 07/29/2015, in the Office of the Recorder of Deeds in and for Delaware County in Record Book 5679, page 731, granted and conveyed unto Mark Sergeant Miller.

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

To have and to hold the said lot or piece of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s), their heirs, personal representatives, successors and assigns, to and for the only proper use and benefit of the said Grantee(s), their heirs, personal representatives, successors and assigns, forever.

And the said Grantor(s), his heirs, personal representatives, executors and administrators does (do) covenant, promise and agree, to and with the said Grantee(s), their heirs, personal representatives, successors and assigns, by these presents, that the said Grantor(s) and his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantor and his heirs, and against all and every person and persons whosever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

SPECIALLY WARRANT and forever DEFEND.

Fee Simple Deed No. 752-S

2

Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila.

### This Indenture Made the

874 day of

A,ORII

in the year of our Lord one thousand nine hundred and Eighty-eight (1988)

Wetween

GEORGE R. ATTERBURY, JR. And Winifred

B. ATTERBURY by her ATTY-IN-FACT GEORGE R. ATTERBURY IR (hereinafter called the Grantor ), of the one part, and

DAVID SMITH and SUEMANE E. Smith, his WIFE

(hereinafter called the Grantee ), of the other part,

Mitnesseth That the said Grantor

for and in consideration of the sum of

money of the United States of America, unto
at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged,
granted, bargained and sold, released and confirmed, and by these presents
grant, bargain and sell, release and confirm unto the said Grantee 5 There

ALL THAT CERTAIN parcel or tract of land with the improvements thereon erected situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania bounded and described in accordance with a subdivision plan prepared for Aberdeen Enterprises dated 14 June 1986 by Yerkes Associates, Inc., Bryn Mawr, Pa.

BEGINNING at the point on the title line within the bed of North Aberdeen Avenue (60 feet wide), opposite Aberdeen Terrace, said point being at the distance of three hundred twenty three and twenty two one-hundredths feet measured in a Northwestly direction along said title line extended from a point on the North boundary line of the Pennsylvania Railroad Company; thence from said point of beginning, along lands or former of Samuel C. Miller, North seventy-four degrees, zero minutes East, one hundred four and thirty one-hundredths feet crossing the Southerly terminus of a five foot wide maintenance easement to a point a corner; thence along Parcel 1 and along the Western side of said five foot wide maintenance easement, North 16 degrees, zero minutes West fifty feet to a point a corner; thence along lands of others, North seventy-four degrees, zero minutes East, one hundred four and thirty one-hundredths feet to a point a corner on the said title line within the bed of North Aberdeen Avenue; thence along said title line, South sixteen degrees, zero minutes East, fifty feet to the first mentioned point and place of Beginning.

YOLD 5 9 2 162 0 7 9

DEED-Trustees' Covenant - (Corp. - Ind.) No. 772A Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila.



one thousand nine hundred and

day of NINETY (1990)

in the year of our Lord

Wetween

ROBERT KNIGHT, Executor under the Will of Margaret M. Knight, also known as Margaret Mary Knight, deceased.

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

AND

GREGORY KRAMER AND SUSAN K. KRAMER, husband and wife.

(hereinafter called the Grantees).

of the other part, Wittenseth, That the said Grantor

for and in consideration of the sum of ONE HUNDRED FIVE THOUSAND (\$105,000.00) well and truly paid by the said

lawful money of the United States of America, unto him

Grantees, and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeofied, released and confirmed and by these edged, has presents does

grant, bargain, sell, alien, enjeoff, release and confirm unto the said Grantees, their heirs

and assigns, as tenants by entireties.

ALL THAT CERTAIN lot or piece of ground with the tenement ALL THAT CERTAIN for or piece of ground with the tenement thereon erected, Hereditaments and Appurtenances, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the junction of the property line in Pennsylvania Avenue with the middle line of Aberdeen Avenue, which point of Junction is at the distance of 21.78 feet Northwestwardly from the Northerly boundary line of land of the Pennsylvania Railroad Northerly boundary line of land of the rennsylvaria Rall odd Company; thence in and along the bed of Pennsylvania Avenue, North 82 degrees, 36 minutes West 80.59 feet; thence by other land now or 82 degrees, 36 minutes West 80.59 feet; thence by other land now or late of Philip Harrison and Louis Harrison, the (2) following courses and distances, to wit: (1) North 16 degrees West 41.33 feet; thence (2) North 74 degrees East, passing through the middle of the partition wall separating the house on the premises hereby granted from the house adjoining on the North, 73.96 feet to the middle of Aberdeen Avenue; thence along the middle line of Aberdeen Avenue, South 16 degrees East 73.34 feet to the place of beginning. Avenue, South 16 degrees East 73.34 feet to the place of beginning.

BEING the same premises which Richard Portar, Executor of the Estate of Catherine Knight (also known as Kathryn Mitchell Knight) Estate of Catherine Knight (also known as Kathryn Mitchell Knight) (also known as Catherine A. Knight), deceased, by Indenture bearing date the 29th day of March, A.D. 1968 and recorded in the Office for the Recording of Deeds &c., in and for the County of Delaware, the Recording of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book 2301 page 767, granted and conveyed unto Robert F. Knight and Margaret M., his wife, in fee.

YOLO 796 PGO 445

Instrument Number: 2014061534 Book/Page: RECORD-05578/0341 Date Filed: 12/8/2014 10:53:25 AM

RD BK05578-0341

2014061534 12/08/2014 10:53:25 AM:1

RCD FEE: \$96.50 POL SUB TAX: \$2,250.00 ST TAX: \$1,500.00

Prepared By: Keystone Premier Settlement Services,

**ATTN: Mary Walters** 276-B Dilworthtown Road West Chester, PA19382

Phone: 484-313-1260

Return To:

Keystone Premier Settlement Services,

LLC

LLC

ATTN: Mary Walters 276-B Dilworthtown Road West Chester, PA19382 Phone: 484-313-1260

36-01-00432-00 203 Pennsylvania Avenue, Wayne, PA 19087 File No. 303-030578

DT-DEED

Fee Simple Deed

This Deed, made on November 20, 2014, between,

Jane E. Sanders

hereinafter called the Grantor of the one part, and

Nicholas Masciantonio

hereinafter called the Grantee of the other part,

Witnesseth, that in consideration of One Hundred Fifty Thousand and 00/100 Dollars, (\$150,000.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his/her/their heirs and assigns,

ALL THAT CERTAIN lot or piece of ground with the tenement thereon erected, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows:-

BEGINNING at a point in the property line in the bed of Pennsylvania Avenue, a corner of this and other land of Philip Harrison, et al at the distance of 113.38 feet North 82 degrees 36 minutes West from the junction of the property line in Pennsylvania Avenue with the middle line of Aberdeen Avenue, which point of junction is at the distance of 21.78 feet Northwardly from the North boundary line of land of the Pennsylvania Railroad; thence in and along the bed of Pennsylvania Avenue North 82 degrees 36 minutes West 28.48 feet; thence by land of John Nichol North 13 degrees 7 minutes West 47.88 feet; thence by land now or late of H. A. Poth North 75 degrees 53 minutes East 26.5 feet; thence by other land of Philip Harrison et al South 14 degrees 7 minutes East passing through the middle of the partition wall separating the house on the premises hereby granted from the house adjoining on the East, 58.33 feet to the place of BEGINNING.

FOLIO NO. 36-01-00432-00

BEING the same premises which Halsey A. Frederick and Elisabeth C. Frederick, by Deed dated 06/09/2000 and recorded 07/11/2000 in the Office of the Recorder of Deeds in and for the County of Delaware in Record Book 2035, Page 1718, granted and conveyed unto Jane E. Sanders.

# THIS DEED, MADE THIS LOSS day of February, 2014

BETWEEN,

Gary E. Daniels and Claire T. Daniels, Trustees of the JOML, L.L.C. 401 (K) Salary Savings Plan

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

and

Sheryl Sue, LLC, a Pennsylvania limited liability company

(hereinafter called the "Grantee"), of the other part.

WITNESSETH, That the said Grantor for and in consideration of the sum of

---- Seven Hundred Twenty Five Thousand Dollars and No Cents ---- (\$725,000.00)-----

lawful money of the United States of America, unto it, the said Grantor, well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns, in Fee:

#### Premises "A"

ALL THAT CERTAIN tract or piece of ground, being the Westerly portion of land formerly of Delia Cowan, Hereditaments and Appurtenances, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, and described from a Survey thereof made by M.R. and J.B. Yerkes, Civil Engineers, June 18, 1947, as follows, to wit:

BEGINNING at a point in the Northerly line of said tract of land, which said point is 135.00 feet from the center line of Aberdeen Avenue measured along a line whose course bears North 74 degrees East, which said point in the center line of Aberdeen Avenue is at the distance of 261.25 feet from the intersection of the center line of Pennsylvania Avenue with the center line of Aberdeen Avenue measured along a line whose course bears South 16 degrees East, from said point of beginning running South 74 degrees West, 115.00 feet; thence South 16 degrees East, 143.22 feet to a point near the center line of said Pennsylvania Avenue; thence North 74 degrees East, approximately 115.16 feet to a point; thence North 16 degrees West, approximately 147.00 feet to the point and place of beginning, or however otherwise said premises may be bounded, measured or described.

-continued-

#### Premises "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Hereditaments and Appurtenances, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the bed of Pennsylvania Avenue at the distance of 141.86 feet North 82 degrees, 36 minutes West from a point in the middle line of Aberdeen Avenue (said point being 21.79 feet Northwardly from the Northern boundary line of Pennsylvania Railroad Company's land); thence extending along Pennsylvania Avenue, 130.54 feet to a point; thence extending North 75 degrees, 53 minutes East, 121.44 feet to a point; thence extending South 14 degrees, 7 minutes East, 47.88 feet to the first mentioned point and place of beginning.

BEING THE SAME PREMISES WHICH The Rosedon Holding Company Limited Partnership, a Pa. limited partnership, by Deed dated 6/20/2013 and recorded 7/1/2013 in the County of Delaware, Pennsylvania in Volume 5357, Page 477, conveyed unto JOML, L.L.C. 401 (K) Salary Savings Plan, in fee.

772A/S DEED-Trustees' Corenant - Corporation - Individual.

## Indenture Made the

day of

in the year of our Lord one thousand nine hundred and NINETY\_EIGHT (1998 )

CELESTE SPEER, ADMINISTRATOR C.T.A. OF THE ESTATE OF MARY K. KELLY, DECEASED; CELESTE SPEER, ATTORNEY-IN-FACT FOR JAMES MICHAEL NCHALLY AND PATRICK FRANCIS MCHALLY, EXECUTORS OF THE ESTATE OF REGINA A. MCHALLY, DECEASED; Between CELESTE SPEER, ATTORNEY-IN-PACT FOR FREDERICK J. BRANDT, SOLE RESIDUARY BENEFICIARY UNDER THE WILL OF FLORENCE K. BRANDT, DECEASED; CELESTE SPEER, ATTORNEY-IN-FACT FOR ELIZABETH A. McDERMOTT, INDIVIDUALLY, hereinafter called the Grantors, of the one

DOMINIC DeNITIS, JR., hereinafter called the Grantees

of the other part, Wilnesseil That the said

Grantors

ONE HUNDRED SIXTY-FIVE THOUSAND (\$165,000.00) for and in consideration of the sum of

lawful money of the United States of America, unto them , well and truly paid by the said

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfooffed, released and confirmed and by these presents

grant, bargain, sell, alien, enfeoff, release and confirm unto the said and assigns, in fee.

ALL THAT CERTAIN lot or piece of ground with the messuage or tenement thereon Grantee, his heirs erected, Situate in the Township of Radnor, County of Delaware and State of PA, bounded and described as follows, to wit:

BEGINNING in the middle of Aberdeen Avenue at the distance of 373.22 feet Northwardly from the Northerly boundary line of the Pennsylvania Railroad Company land a corner of land now or late of Harry McClintock, thence by the said McClintock's land South 74 degrees West 250 feet to land formerly of Drexel and Childs; thence by the said land North 16 degrees West 43.67 feet; thence by land now or late of James Reynolds North 16 degrees West 43.67 feet; thence by land now or late of James Reynolds North 71 degrees East 250.34 feet to the middle of Aberdeen Avenue, aforesaid, thence along the middle of said Aberdeen Avenue South 16 degrees East 56.80 feet to the place of beginning.

BEING Folio No. 36-01-00012-00

BEING the same premises which John A. Cummings et ux, by their Indenture bearing date the 14th day of April AD, 1925 and recorded at Media in the Office for the Recording of Deeds, in and for the County of Delaware in Deed Book No. 658 page 280 etc., granted and conveyed unto Michael J. Kelly and Annie A. Kelly, his wife, in fee.

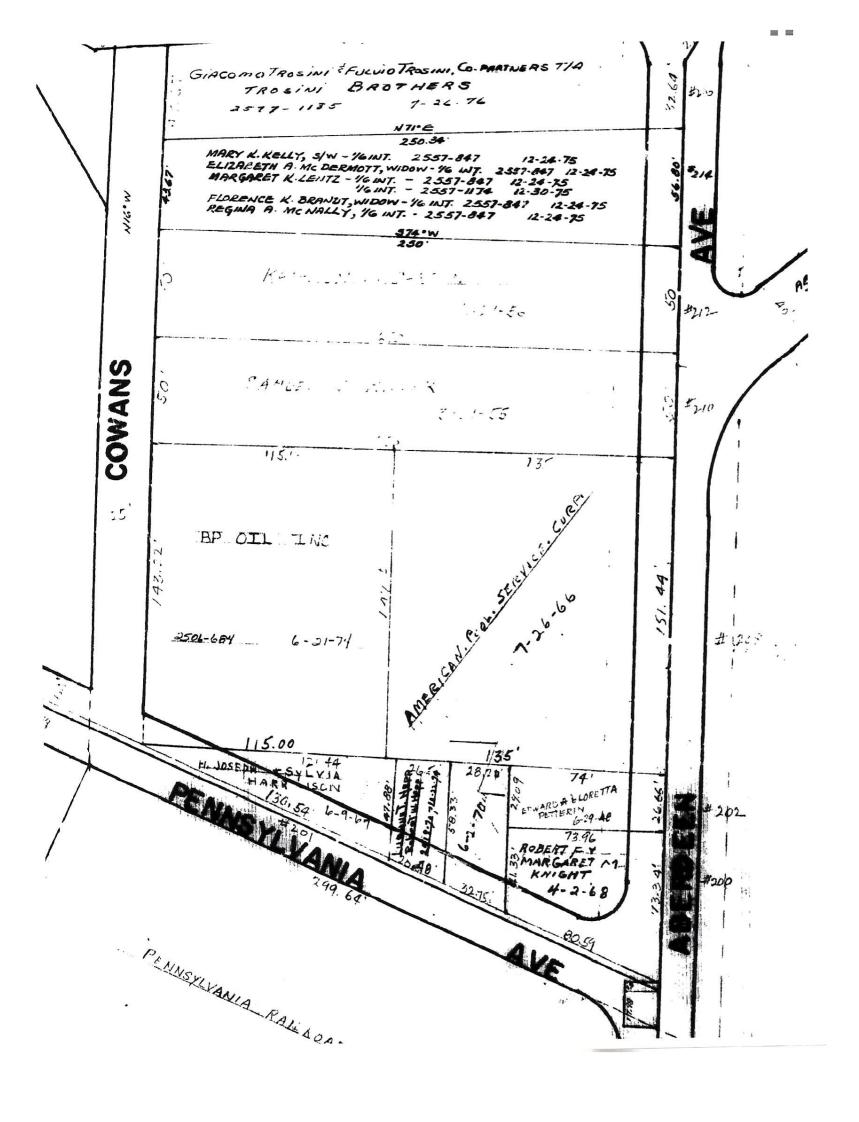
AND THE BAID Annie A. Kelly, being so thereof seised departed this life on 3/6/1962, leaving to survive her, her said husband Michael J. Kelly who thereby became seised in fee.

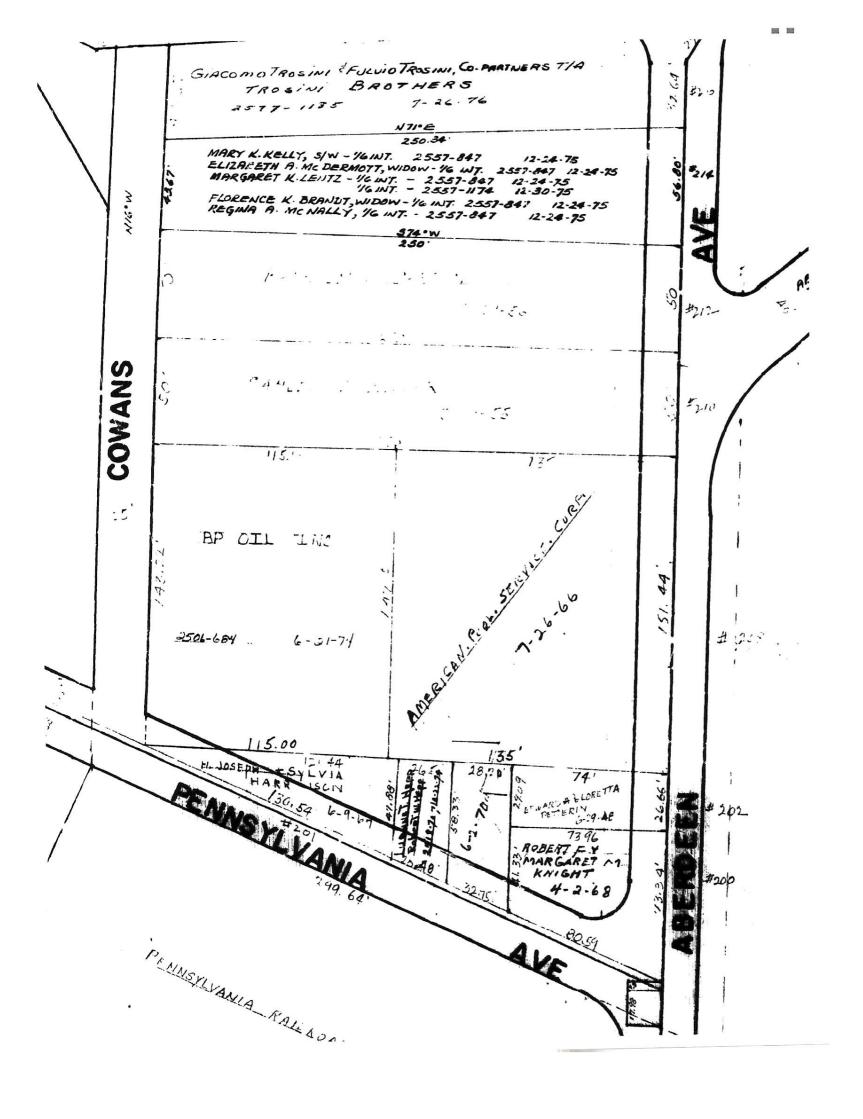
AND THE SAID Michael J. Kelly departed this life on 12/7/1964 having first made and published his Last Will and Testament, duly probated in the Office of the Register of published his Last will and lestament, duly probated in the Office of the Register of Wills in and for Delaware County, PA and recorded therein in Will Book No. 171, page 443, wherein and whereby he did provide as follows:  $\frac{443}{1678} = \frac{1673}{160} = \frac{1673$ 

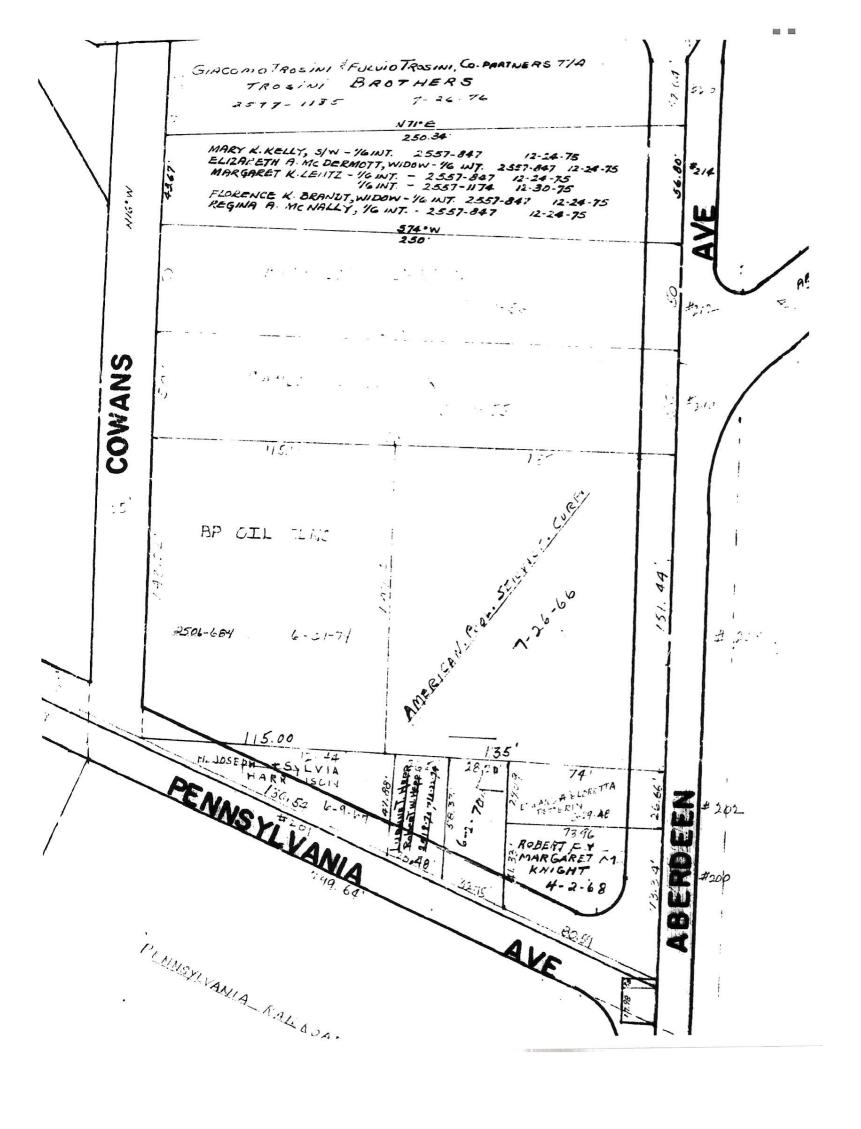
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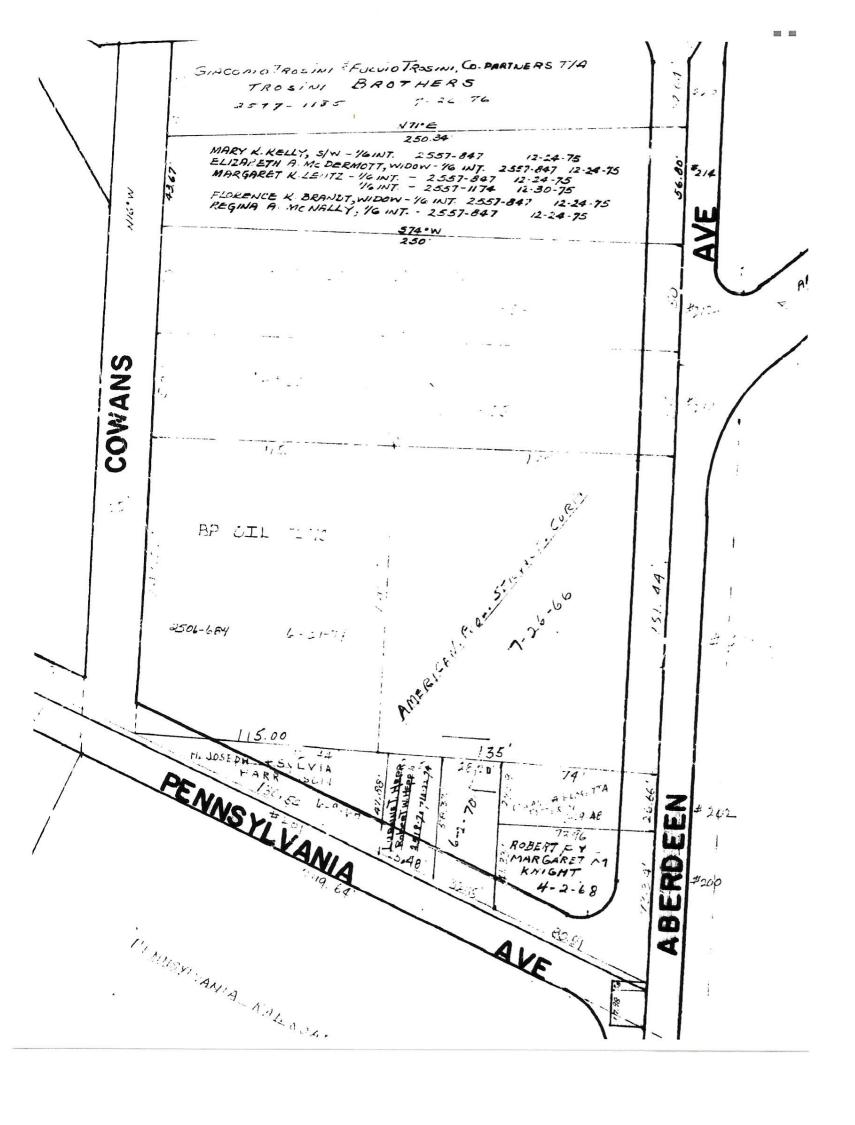
Printed: 10/2/2018

11









# PRELIMINARY LAND DEVELOPMENT PLAN 208 NORTH ABERDEEN AVENUE TOWNHOUSES WAYNE, PA

## ADJOINING PROPERTIES:

LANDS N/F:\*
1. JASON JAKIELASZEK
202 N. ABERDEEN AVE
36-13-277

DB 5922 PG 1494
2. CNP SELECT REALTY LLC
205 PENNSYLVANIA AVENUE
36-13-278
DB 6169 PG 1435

3. NICHOLAS MASCIANTONIO 205 PENNSYLVANIA AVENUE 36-13-279 DB 5578 PG 341

4. SUE SHERYL LLC
201 PENNSYLVANIA AVENUE
36-13-280
DB 5467 PG 1208
5. SUE SHERYL LLC

0 N ABERDEEN AVENUE 36-13-281 DB 5467 PG 1208 6. 210 N ABERDEEN ASSOCIATES

208 N. ABERDEEN AVE

36-13-278 DB 6130 PG 669 \*FROM PUBLIC PROPERTY RECORDS FOR DELAWARE COUNTY



VICINITY MAP INCLUDING STRUCTURES WITHIN 500' OF SITE AUTODESK GEOLOCATIONS SERVICES, 2020 DIGITAL GLOBE MAPS

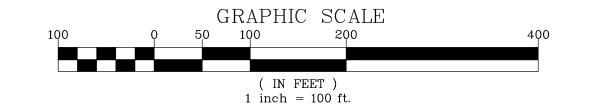
CIVIL ENGINEER: SITE ENGINEERING CONCEPTS, LLC

ATTN: PATRICK SPELLMAN, P.E. P.O. BOX 1992 SOUTHEASTERN, PA 19399 P: (610) 523-9002 E: PSPELLMAN@SITE-ENGINEERS.COM APPLICANT/OWNER:
210 N ABERDEEN ASSOCIATES, LLC

C/O ROCKWELL CUSTOM HOMES ATTN: GREG LINGO 126 E. STATE STREET MEDIA, PA, 19063

# DRAWING SCHEDULE

- . COVER SHEET
- 2. EXISTING FEATURES PLAN, E&SC PLAN & DEMO PLAN
- S. PRELIMINARY LAND DEVELOPMENT PLAN & PCSM PLAN (SHEET 1 OF 1 TO BE RECORDED)
- 4. DETAILS & PROFILES
- 5. L-1, PRELIMINARY LANDSCAPE PLAN, PREPARED BY ANNE F WALTERS COMPANY, WEST CHESTER, PA
- 6. L-2, DETAILS & SPECIFICATIONS, PREPARED BY ANNE F WALTERS COMPANY, WEST CHESTER, PA



1. 9/11/2020 REVISED PER TOWNSHIP REVIEW MEMOS DATED 6.8.20 & 6.26.2

NUM. DATE REVISION

PLAN PREPARED BY:

SITE ENGINEERING CONCEPTS, LLC

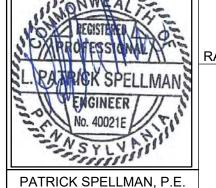
P.O. BOX 1992

P.O. BOX 1992 SOUTHEASTERN, PA 19399 P: 610-240-0450 F: 610-240-0451 E:INFO@SITE-ENGINEERS.COM

210 N ABERDEEN ASSOCIATES, LLC
208 NORTH ABERDEEN AVENUE
WAYNE PA 19087

WAYNE, PA 19087

RADNOR TOWNSHIP DELAWARE COUNTY PENNSYLVANIA



00)/50 01/55

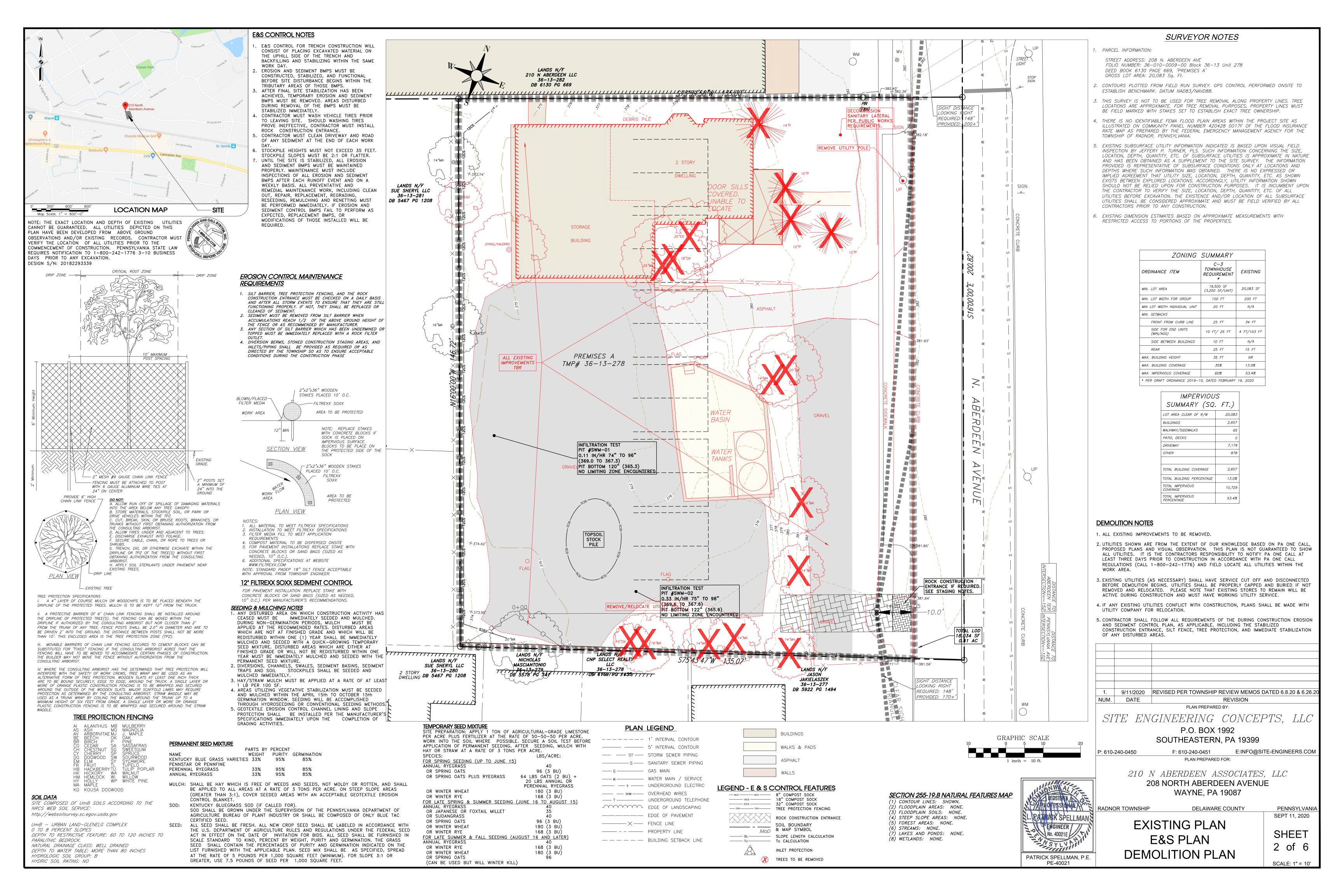
COVER SHEET

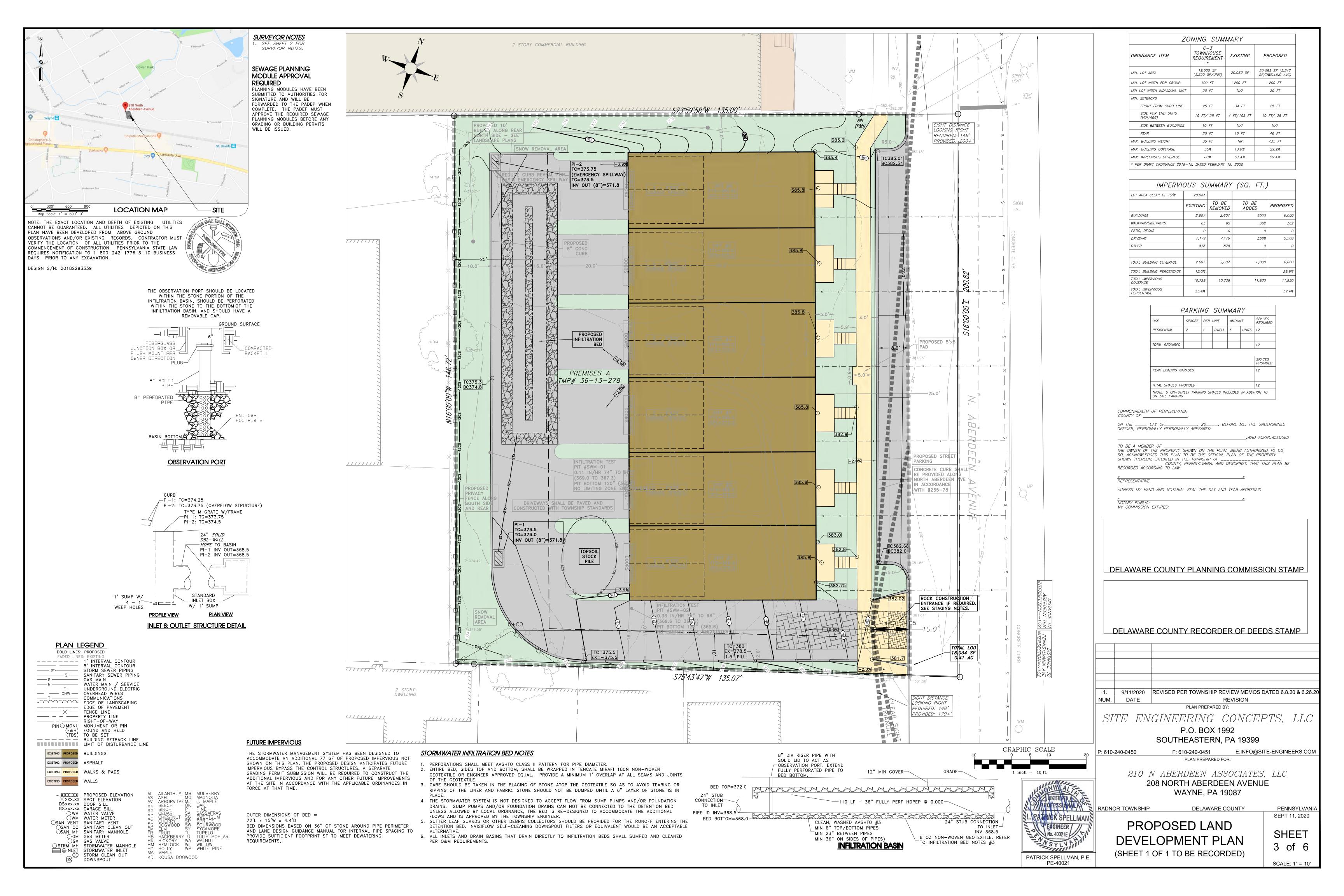
SHEET

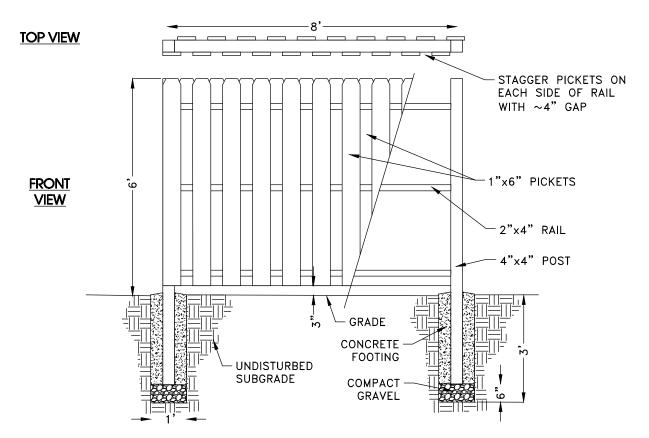
1 of 6

SEPT 11, 2020

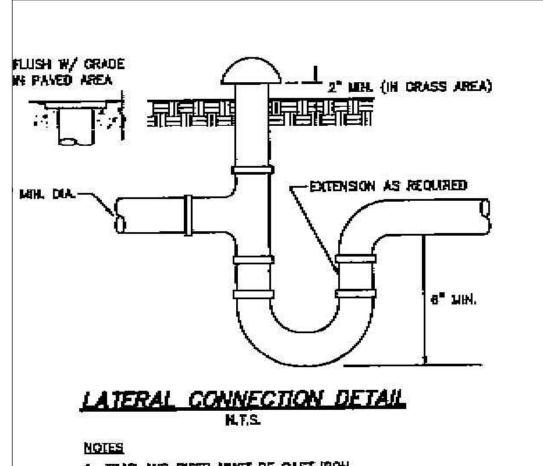
SCALE: 1" = 100'







SHADOWBOX PRIVACY FENCE



- 1, TRAP AND RISER MUST BE CAST IRON.
- 2. NO REDUCTION IN SIZE FROM HOUSE TO SEWER.
- 3. NO STORM SEWER OR SURFACE WATER OF ANY NATURE SHALL BE PERMITTED TO ENTER THE SANITARY SYSTEM.
- 4. CONCRETE ENCASEMENT WAY BE REQUIRED AT THE DISCRETION OF THE TOWNSHIP ENGINEER.

#### 72 Hour Notice Required

#### RADNOR TOWNSHIP SEWER CONNECTION REGULATIONS

### PLEASE CALL 610-688-5600 TO SCHEDULE AN INSPECTION

#### Inspectors:

Ray Daly - Code Inspector (from house to and including trap) - Ext 144 Bill Miller - Code Inspector (from house to and including trap) -Ext 145 Mark Domenick - Sewer Department Supervisor (from trap to main) -Ext 195 Panl Bazik - Highway Department Supervisor (roadway inspections) - Ext 181

#### Laterals:

- L All plastic pipe must be laid in six (6) inches of 2B stone. 2. A test shall be performed and inspected by the Code Official.
- 3. All plastic pipe must be covered with six (6) inches of 2B stone.
- 4. All sanitary sewer laterals must be in a straight line from trap to main.

- 1. All traps must be cast iron.
- 2. All traps must be installed within five (5) feet of the road edge or main. 3. The four (4) inch trap riser vent must be cast iron, with mushroom cap installed
- six (6) inches above grade.

#### **Backfill & Restoration of Yard:**

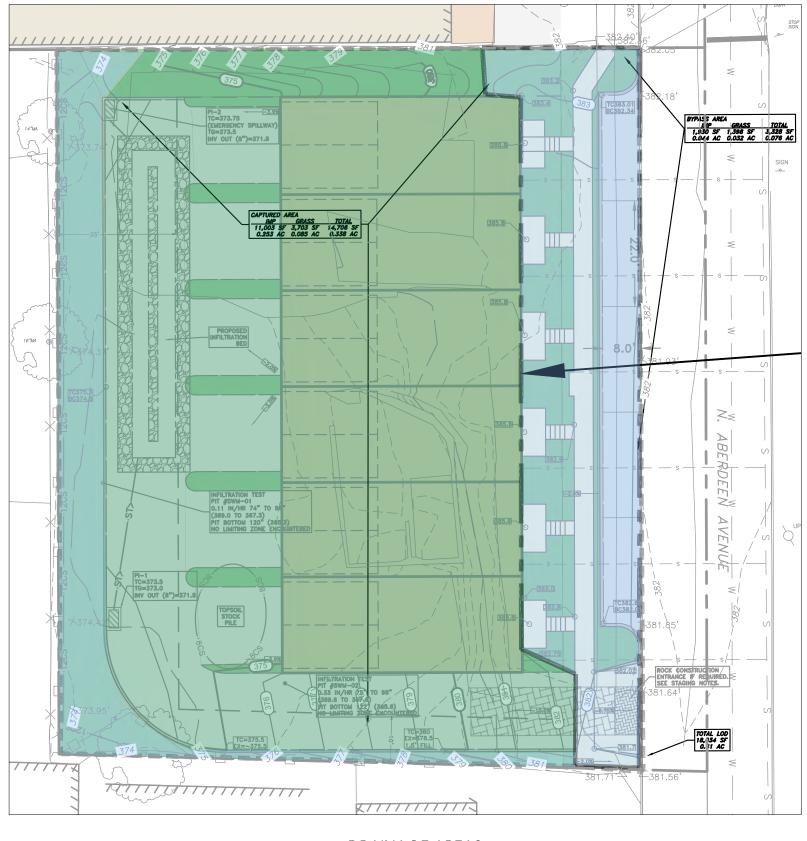
- 1. All plastic pipe must be covered with six (6) inches of 2B stone. 2. After a section of sewer is built, the trench shall be backfilled with acceptable material in layers not more than one (1) foot in depth. Each layer shall be thoroughly compacted to the required elevation. All backfilling shall be done under the supervision
- of a Township Inspector. 3. The trench must be backfilled and graded to the height which previously existed unless
- the Township Inspector directs otherwise. 4. No large stones, rocks, or organic materials will be permitted in the backfill.

#### Backfilling & Final Restoration with the Paved Roadway:

- 1. A road opening permit is req11ired before any excavation is begun on Township Roadways. This can be obtained from the Engineering Department
- 2. All backfilling shall be done under the supervision of a Highway Department Supervisor.
- 3. When backfilling, 2RC shall be used and tamped in one (1) foot lifts until seven (7) inches below grade. The trench is then to be filled with five (5) inches of BCBC (black base) compacted property, followed by two (2) inches of ID 2 top rolled to the height of the existing wearing course. The seams are then to be sealed with AC 20 or equivalent to completed final restoration;

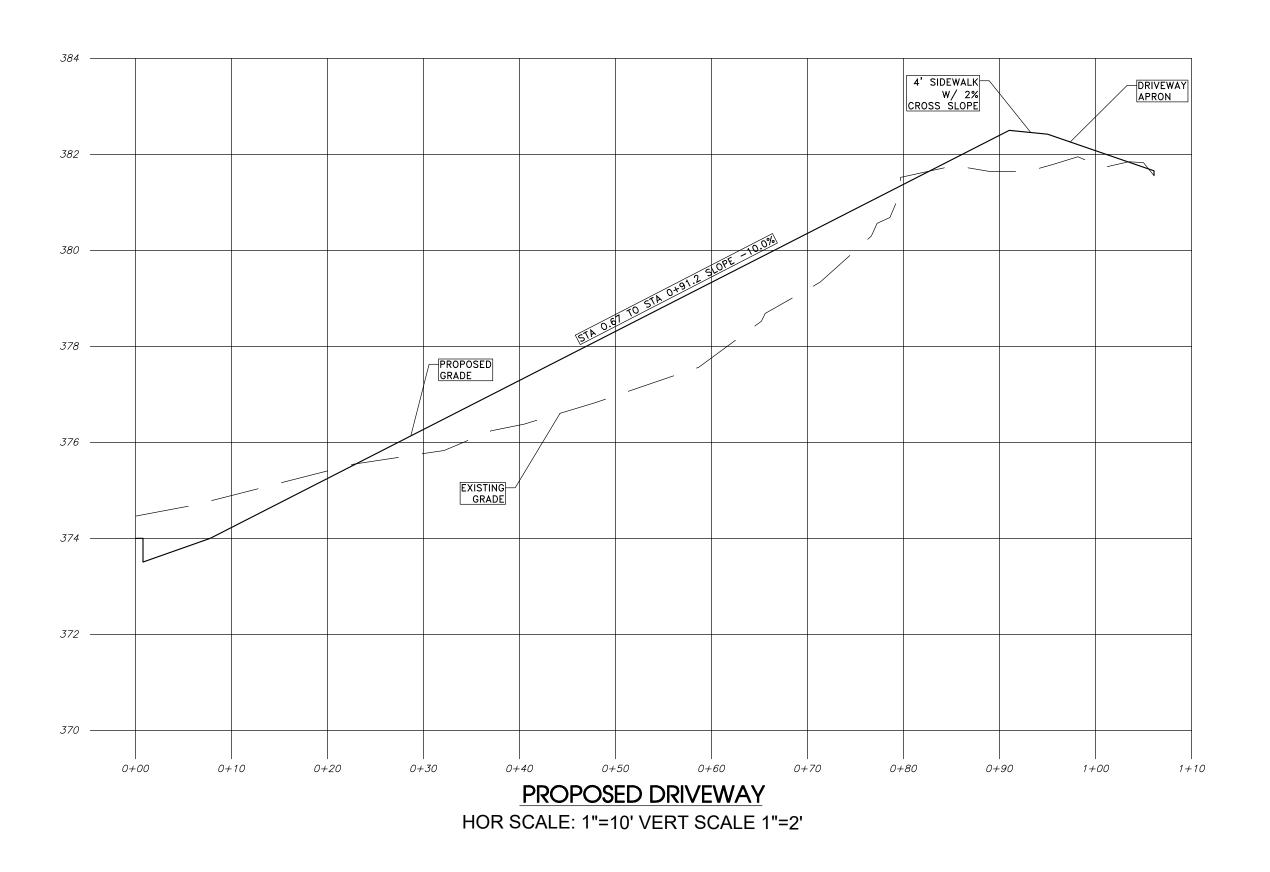
FAILURE TO NOTIFY THE ABOVE INSPECTORS WILL RESULT IN COMPLETE

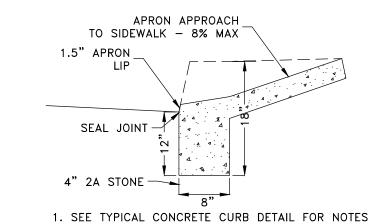
**OPENING OF THE TRENCH** 



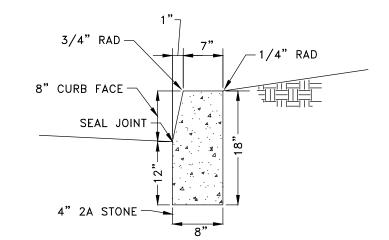
#### DRAINAGE AREAS CAPTURED POST-DEV AREA

POST-DEV BYPASS AREA





TYPICAL DRIVEWAY DEPRESSION IN CONCRETE CURB



1. CURB TO BE PLACED IN 10' SECTIONS WITH  $\frac{1}{4}$ " EXPANSION JOINT. 3. USE 10% FLARE ALONG WALKING SURFACE TO TRANSITION TO FLUSH CURB. USE 24"-LONG FLARE ALONG NON-WALKIUNG SURFACE.

2. SEE CONCRETE NOTES FOR ADDITIONAL REQUIREMENTS.

TYPICAL CONCRETE CURB

#### **CONCRETE NOTES**

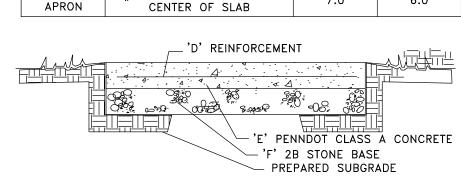
FOR CURBS, WALKS AND PIPE ANCHORS. SEE BUILDING PLANS FOR STRUCTURAL CONCRETE SPECIFICATIONS.

5. CURING COMPOUND PLACED AFTER FINISHING

1. CLASS "A" CONCRETE

2. MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4800 PSI 3. CONTAIN 5-8% AIR-ENTRAINMENT BY VOLUME 4. MAXIMUM W/C RATIO OF 0.45

CONCRETE THICKNESS											
	'D' REINFORCEMENT	'E' CONCRETE THICKNESS (IN)	'F' STONE BASE THICKNESS (IN)								
SIDEWALK ROW	6 x 6/1.4-1.4 W.W.F.	4.0	4.0								
WALKWAY	6 x 6/1.4-1.4 W.W.F.	4.0	4.0								
DRIVEWAY	#4'S @ 10" O.C.E.W. AT	7.0	6.0								

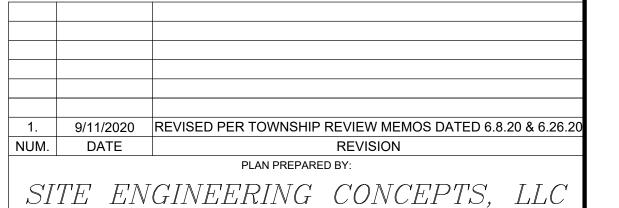


NOTE: CONCRETE SHALL BE CONSTRUCTED IN 20 FOOT SECTIONS WHICH SHALL BE SEPARATED BY 1/4" THICK FELT IMPREGNATED WITH BITUMINOUS MATERIAL. FELT TO BE INSTALLED BETWEEN SECTIONS AND AT ALL STRUCTURES. WALK TO BE SCORED EVERY 4 FEET. CUT REINFORCEMENT BETWEEN SECTIONS.

CONCRETE PAVEMENT (DRIVEWAY & WALKWAY)

WEARING COURSE: 1.5" - 9 MM SUPERPAVE
BASE COURSE: 2.5" - 25 MM SUPERPAVE
SUBBASE: 4" PADOT 2A MODIFIED
COMPACTED SUBGRADE

### **DRIVEWAY PAVING DETAIL**



P.O. BOX 1992

SOUTHEASTERN, PA 19399

E:INFO@SITE-ENGINEERS.COM F: 610-240-0451 PLAN PREPARED FOR:

210 N ABERDEEN ASSOCIATES, LLC

208 NORTH ABERDEEN AVENUE **WAYNE**, PA 19087

DELAWARE COUNTY

P: 610-240-0450

RADNOR TOWNSHIP

PATRICK SPELLMAN, P.E. PE-40021

SEPT 11, 2020 SHEET 4 of 6

SCALE: 1" = 10'

PENNSYLVANIA

DETAILS & PROFILES

#### **RESOLUTION NO. 2020-125**

# A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE AWARD OF THE CONTRACT FOR CONSTRUCTION OF MORRIS ROAD IMPROVEMENTS (CONTRACT #B-20-009) TO PREMIER CONCRETE, INC., IN THE AMOUNT OF \$509,039.25

**WHEREAS**, Morris Road from South Devon Avenue and including the curve onto Cedarbrook Avenue requires repair of the sidewalks, driveway aprons and curbs and the replacement of the trees; and

WHEREAS, Premier Concrete, Inc. is the low qualified bidder.

**NOW, THEREFORE**, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize the Award of the Contract for Construction of Morris Road Improvements (Contract #B-20-009) to Premier Concrete, Inc., in the amount of \$509,039.25.

SO RESOLVED this 9th day of November, A.D., 2020.

#### RADNOR TOWNSHIP

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

#### **Radnor Township**

#### PROPOSED LEGISLATION

DATE: November 3, 2020

TO: Radnor Township Board of Commissioners

FROM: Dennis P. Capella, Engineering Project Manager

CC: William M. White, Township Manager

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

LEGISLATION: Resolution #2020-125: Authorizing the Award of the Contract for Construction of Morris Road Improvements (Contract #B-20-009) to Premier Concrete, Inc., in the amount of \$509,039.25

**LEGISLATIVE HISTORY:** The Board of Commissioners authorized the receipt of sealed bids for the Morris Road Improvements project at its September 21, 2020 meeting (Resolution # 2020-97).

PURPOSE AND EXPLANATION: Morris Road from South Devon Avenue and including the curve onto Cedarbrook Avenue requires repair of the sidewalks, driveway aprons and curbs and the replacement of the trees, which either have exceeded or are approaching the point of their useful life and at which they no longer provide the aesthetics for which they are intended. In many places the sidewalks have heaved due the growth of the roots of the trees. Granite curbs were included in the bid along with alternative concrete curbs, if required to meet the budget. The proposed project was reviewed by the Shade Tree Commission and found to be acceptable. Nine bids were received, and Premier Concrete is the low qualified bidder. Its bid, including the granite curbs, is with the budget of the project as included in the general obligation bonds. References were contacted, and the bidder was found acceptable.

<u>IMPLEMENTATION SCHEDULE</u>: Upon approval by the Board of Commissioners, Premier Concrete, Inc. will be notified of the award of the contract.

**FISCAL IMPACT**: The project cost, including that for granite curbs, is to be funded by the 2019 General Obligation Bond and is within the budget included in the Bond.

**RECOMMENDED ACTION**: Staff requests the Board of Commissioners of Radnor Township to authorize the Award of the Contract for Construction of Morris Road Improvements (Contract #B-20-009) to Premier Concrete, Inc., in the amount of \$509,039.25.

# MORRIS ROAD IMPROVEMENTS

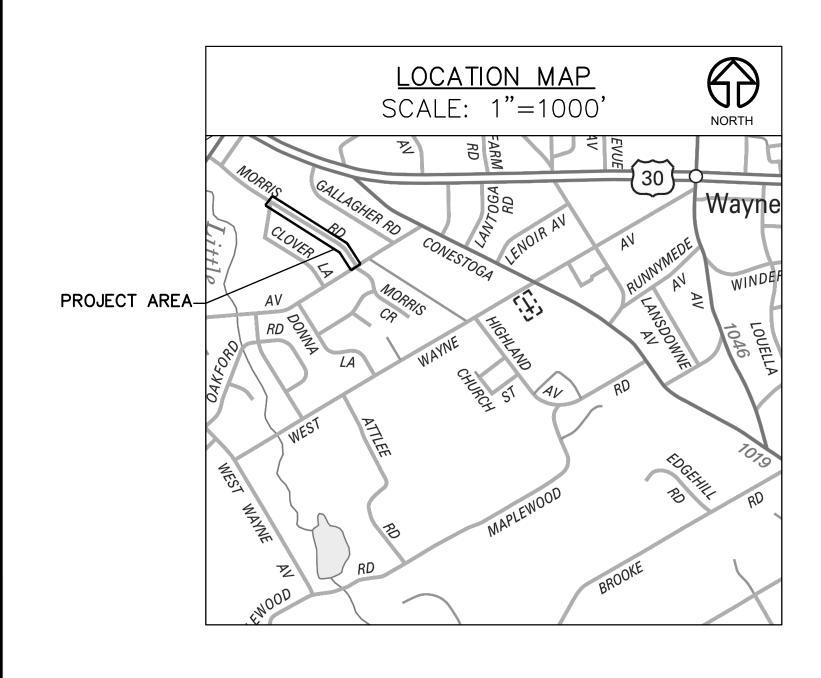
SEPTEMBER 2020

SITUATED IN:

RADNOR TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

PREPARED FOR:

RADNOR TOWNSHIP 301 IVEN AVENUE RADNOR, PENNSYLVANIA 19087



## DRAWING INDEX SHEET NO. DESCRIPTION COVER SHEET GENERAL NOTES |GRADING ELEVATIONS PLAN - 1 GRADING ELEVATIONS PLAN - 2 GRADING ELEVATIONS PLAN - 3 GRADING ELEVATIONS PLAN - 4 GRADING DETAIL PLAN - 1 GRADING DETAIL PLAN - 2 |ADA PLAN - MORRIS ROAD AND CEDARBROOK AVENUE ADA ELEVATIONS PLAN - MORRIS ROAD AND CEDARBROOK AVENUE |ADA PLAN — MORRIS ROAD AND S. DEVON AVENUE ADA DETAIL PLAN - MORRIS ROAD AND S. DEVON AVENUE ADA ELEVATIONS PLAN — MORRIS ROAD AND S. DEVON AVENUE TREE REPLACEMENT PLAN TYPICAL SECTIONS MAINTENANCE AND PROTECTION OF TRAFFIC -MAINTENANCE AND PROTECTION OF TRAFFIC - 2 EROSION & SEDIMENTATION CONTROL PLAN -1EROSION & SEDIMENTATION CONTROL PLAN - 2 EROSION & SEDIMENTATION CONTROL NOTES AND DETAILS

# PREPARED BY: Carroll Engineering Corporation



Warrington, PA 18976 Phone: 215-343-5700 Fax: 215-343-0875

949 Easton Road 630 Freedom Business Center, Third Floor 105 Raider Boulevard, Suite 206 101 Lindenwood Drive, Suite 225 King of Prussia, PA 19406 Phone: 610-489-5100

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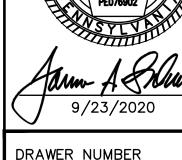
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PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL

PENNSYLVANIA ONE CALL SYSTEM, INC. SERIAL NO.: 20192621431



-800 - 242 - 1776



CADD FILE GP

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#### GENERAL NOTES

- 1. ALL CONSTRUCTION REQUIREMENTS AND MATERIAL SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND DETAILS OF RADNOR TOWNSHIP AND PENNDOT PUB 408 SPECIFICATIONS.
- 2. THE POSTED SPEED LIMIT IS 25 MPH FOR MORRIS ROAD.
- 3. PROPOSED CURBING SHALL HAVE A STANDARD REVEAL OF 5" TO 6" INCHES.
- 4. SAWLINE LOCATIONS MAY BE ADJUSTED IN THE FIELD AS DEEMED NECESSARY BY A TOWNSHIP REPRESENTATIVE.
- 5. NO UNSUITABLE MATERIAL IS TO BE USED IN ANY PORTION OF THE ROADWAY CONSTRUCTION. REMOVE ANY SUBGRADE THAT CANNOT BE PROPERLY COMPACTED AND THAT IS UNSUITABLE MATERIAL UNDERCUTTING AND/OR SUBGRADE STABILIZATION MAY BE REQUIRED.
- 6. ALL WORK PERFORMED MUST BE IN ACCORDANCE WITH THE FOLLOWING: A. PENNDOT PUBLICATION NO. 408, SPECIFICATIONS B. PENNDOT PUBLICATION NO. 35, APPROVED CONSTRUCTION MATERIALS (BULLETIN 15)
  - C. PENNDOT PUBLICATION NO. 72, STANDARDS FOR ROADWAY CONSTRUCTION D. PUBLICATION NO. 111M, TRAFFIC CONTROL PAVEMENT MARKINGS AND SIGNING STANDARDS
- 7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL STORM DRAINAGE FACILITIES WITHIN THE PROJECT LIMITS FROM ANY DEBRIS AND FLUSH-OUT AT THE COMPLETION OF CONSTRUCTION.
- 8. THE CONTRACTOR SHALL NOTE ALL SPECIAL PROVISIONS OF THE CONTRACT AND SPECIFICALLY WITH REGARDS TO: THE RATE OF APPLICATION, MAINTENANCE OF TRAFFIC, RESTRICTED WORKING HOURS, AND/OR RESTRICTED WEATHER CONDITIONS. NO DEVIATIONS WILL BE PERMITTED.
- 9. WHERE BITUMINOUS SEALANT PREVENTS OR MAKES IMPRACTICAL THE EXTENDING OF LINES TO THE FACE OF THE CURB. THE PERMITTEE SHALL EXTEND LINES TO EDGE OF SEALANT OR WITHIN ONE FOOT OF THE FACE OF CURB, WHICHEVER IS LESS.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ACCESS IS CONTINUOUSLY MAINTAINED TO ALL PRIVATE DRIVEWAYS WITHIN THE WORK ZONE.
- 11. ALL SIGNS SHALL BE MAINTAINED AND INSTALLED IN A WORKMANLIKE MANNER. TOPS OF POSTS SHOULD NOT EXCEED HEIGHT OF SIGN. UNLESS SPECIFICALLY CALLED OUT IN THE PLANS, ALL SIGNS SHALL REMAIN, OR BE RESET AS NEEDED BASED ON NEW GRADING.

#### ADA NOTES;

1. ALL WORK PERFORMED WITHIN THE STATE LEGAL RIGHT-OF-WAY MUST BE IN ACCORDANCE WITH PENNDOT PUBLICATION 72M, STANDARDS FOR ROADWAY CONSTRUCTION RC-OM TO 100M, AS AMENDED. THE FOLLOWING PENNDOT ROADWAY CONSTRUCTION (RC) DETAILS ARE TO BE UTILIZED IN THE CONSTRUCTION OF THIS PROJECT:

STD DWG NO. RC-28MFEB 8, 2019 OVERLAY TRANSITIONS AND PAVEMENT NOTCHES RC-64M JUNE 1, 2010 CURBS AND GUTTERS CURB RAMPS AND SIDEWALKS RC-67MDEC 17, 2019

- 2. PROVIDE MATERIALS AND CONSTRUCTION MEETING THE REQUIREMENTS OF PUBLICATION 408, SECTIONS 350, 409, 630, 676 AND 694.
- 3. PROVIDE EXPANSION JOINT MATERIAL 13 (1/2") THICK WHERE CURB RAMP ADJOINS ANY RIGID PAVEMENT, SIDEWALK OR STRUCTURE WITH THE TOP OF JOINT FILLER FLUSH WITH ADJACENT CONCRETE SURFACE.
- 4. CONSTRUCT CURB RAMPS WITH A MINIMUM 1220 X 1220 (4'-0" X 4'-0") CLEAR SPACE BEYOND THE CURB FACE, WITHIN THE WIDTH OF THE CROSSWALK AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.
- 5. CONSTRUCT TOP OF PLAIN CEMENT CONCRETE DEPRESSED CURB TO BE FLUSH WITH ADJACENT SURFACES.
- 6. A 1220 (4'-0") MAXIMUM DIGITAL DISPLAY LEVEL WILL BE USED TO VERIFY THE SLOPES OF CURB RAMPS AND SIDEWALKS.
- 7. RESET ALL UTILITY VALVES, COVERS, AND MANHOLES TO GRADE AS NECESSARY.
- 8. REPLACE, IN KIND, ANY PAVEMENT MARKINGS ERADICATED DURING THE MILLING PROCESS FOR ROADWAY ADJUSTMENTS.
- 9. IF IT IS DETERMINED THAT THE PROPOSED SIDEWALK CAN BE LOWERED WITH GRADING OR EXTENDING DIRECTLY TO THE EXPOSED BUILDING/FACADE, THE CONTRACTOR IS DIRECTED TO COORDINATE THE REMOVAL OF THE CHEEK WALL FROM THE FINAL CONSTRUCTION WITH THE RESIDENT ENGINEER OR HIS/HER DESIGNEE.
- 10. REFRESH THE CROSSWALK PAVEMENT MARKINGS WHERE APPLICABLE.
- 11. ALL PROPOSED PEDESTRIAN FACILITIES REFLECTED ON THESE PLANS, THAT ARE OUTSIDE OF RADNOR TOWNSHIP LEGAL RIGHT-OF-WAY, SHALL BE CONSTRUCTED TO COMPLY WITH THE REQUIREMENTS OF THE TOWNSHIP OF RADNOR ECODE, THE U.S. ACCESS BOARD, PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND THE 2010 ADA STANDARDS. PENNDOT DESIGN MANUAL PART 2, CHAPTER 6, AND PENNDOT STANDARDS FOR ROADWAY CONSTRUCTION (PUBLICATION 72M, RC-67M) PROVIDE GUIDANCE ON ADA ACCESSIBLE DESIGN FOR PEDESTRIAN FACILITIES AND CAN BE UTILIZED FOR REFERENCE.

#### ACT 287 UNDERGROUND USER LIST PA ONE CALL SERIAL NOS. 20192621431

COMPANY	<u>ADDRESS</u>	<u>CONTACT</u>	TELE/EMAIL
AT&T	7555 E PLEASANT VALLEY ROAD SUITE 140 INDEPENDENCE, OH 44131	MIKE DIEDRICH	md4145@att.com
AQUA	762 W. LANCASTER AVENUE BRYN MWAR, PA 19010	STEVE PIZZI	sbpizzi@aquaamerica.com
COMCAST CABLEVISION	110 SPRINGBROOKE BOULEVARD ASTON, PA 19014	RICH KAIN	richar_kain@cable.comcast.com
PECO ENERGY C/O USIC	450 S. HENDERSON ROAD SUITE B KING OF PRUSSIA, PA 19406	NIKKIA SIMPKINS	NIKKIASIMPKINS@USICLLC.com



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PA ONE CALL SYSTEM 1-800-242-1776

DARLENE LEPPARD JOHNSON (855)-805-5200

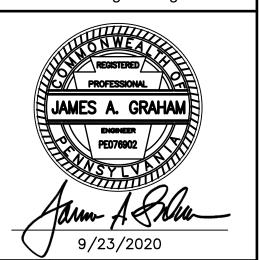
LOCATIONS OF EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM EXISTING RECORDS AND/OR ABOVE-GROUND OBSERVATIONS AT THE SITE. COMPLETENESS OR ACCURACY OF LOCATION CANNOT BE GUARANTEED. ALL CONTRACTORS AND OTHER PERSONS UTILIZING THIS PLAN AND THE INFORMATION CONTAINED HEREON ARE CAUTIONED TO COMPLY WITH THE REQUIREMENTS OF PENNSYLVANIA ACT 287, AS AMENDED, TITLED "EXCAVATION AND DEMOLITION WORK PROTECTION OF UNDERGROUND UTILITIES." EACH INDIVIDUAL USING THIS PLAN MUST VERIFY THE DEPTH AND LOCATION OF ALL UNDERGROUND FACILITIES BEFORE STARTING WORK.



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> Phone: 484-875-3075 www.carrollengineering.com



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DATE 9/23/2020 CADD FILE JOB NO 191580 DSG BY JAG

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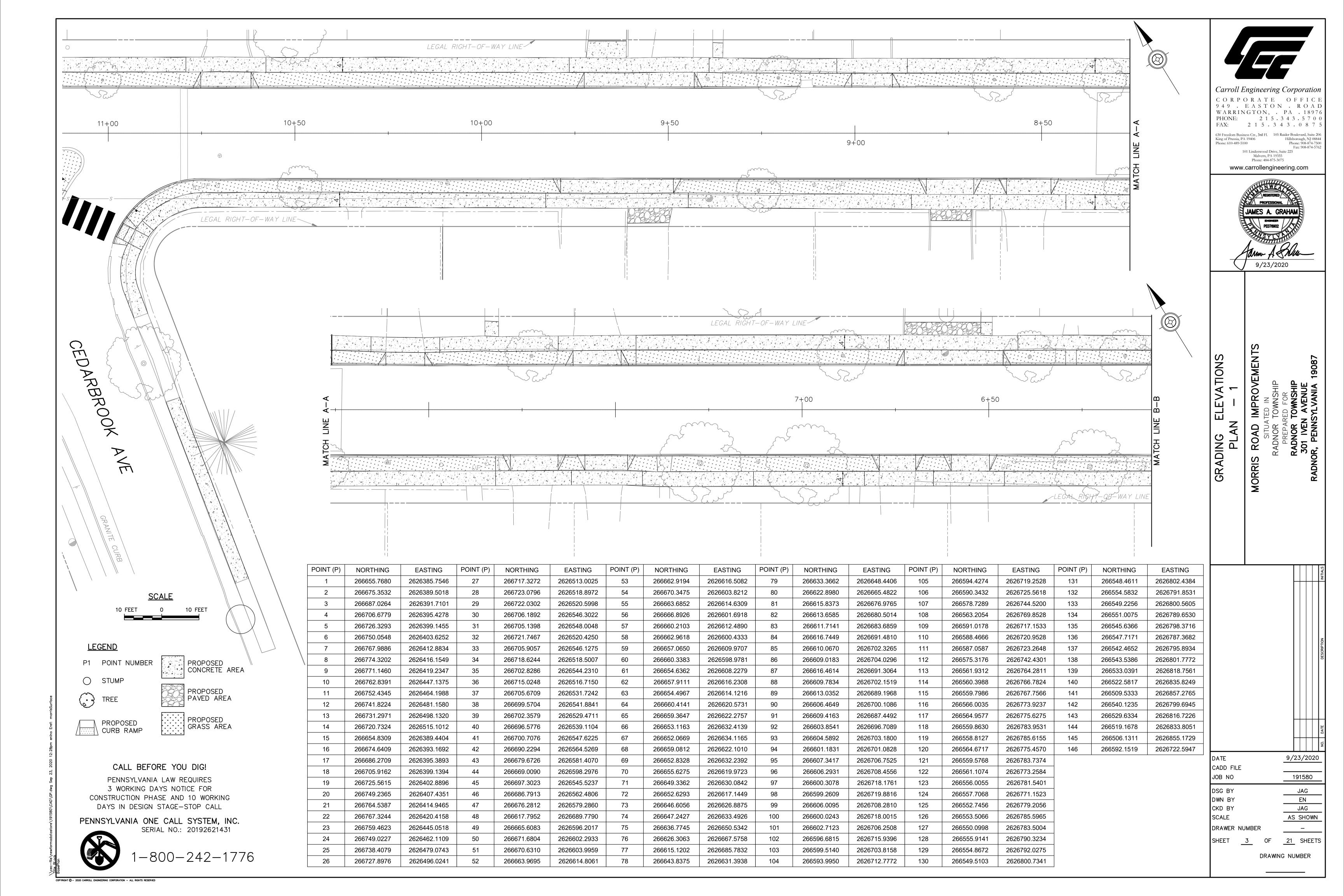
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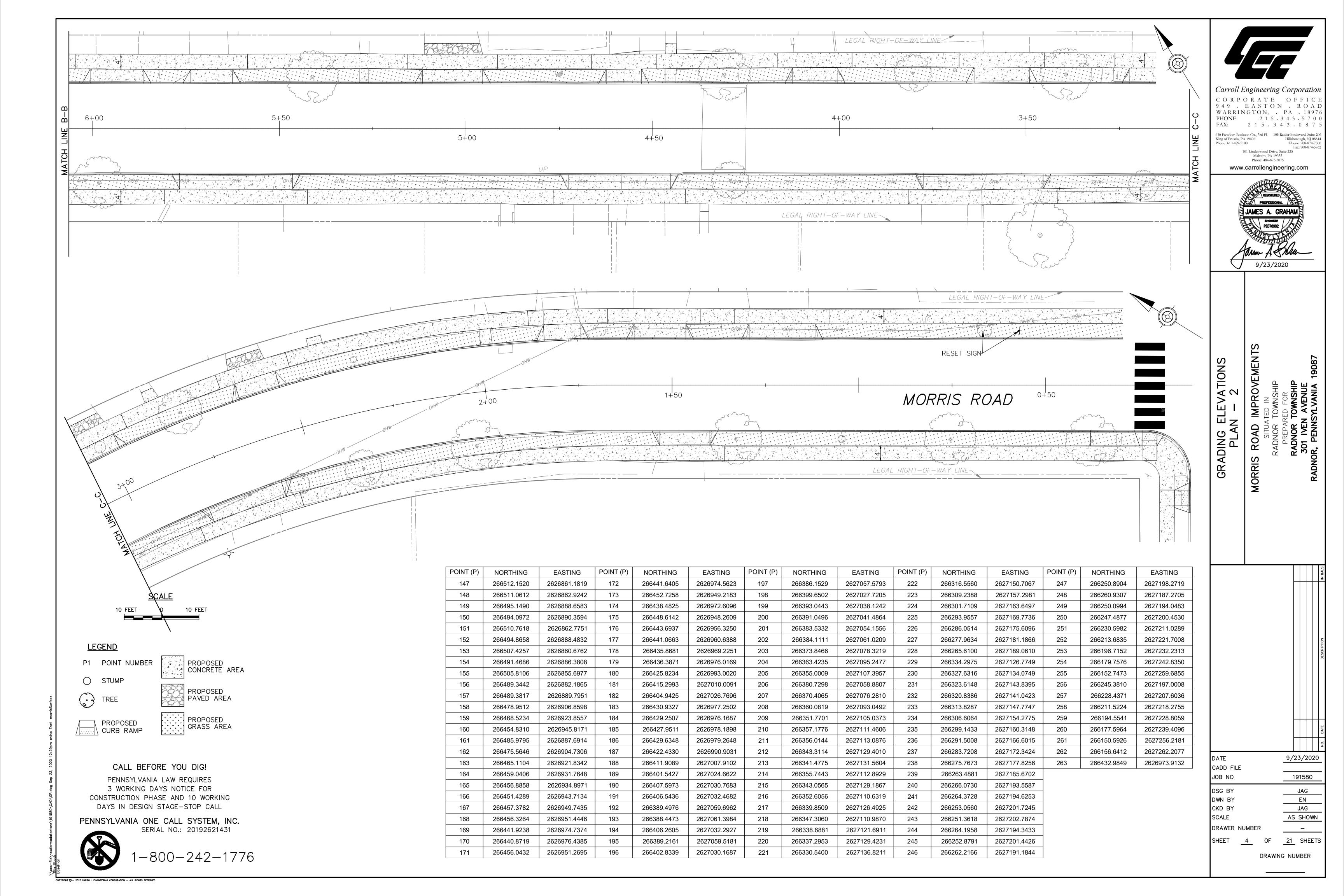
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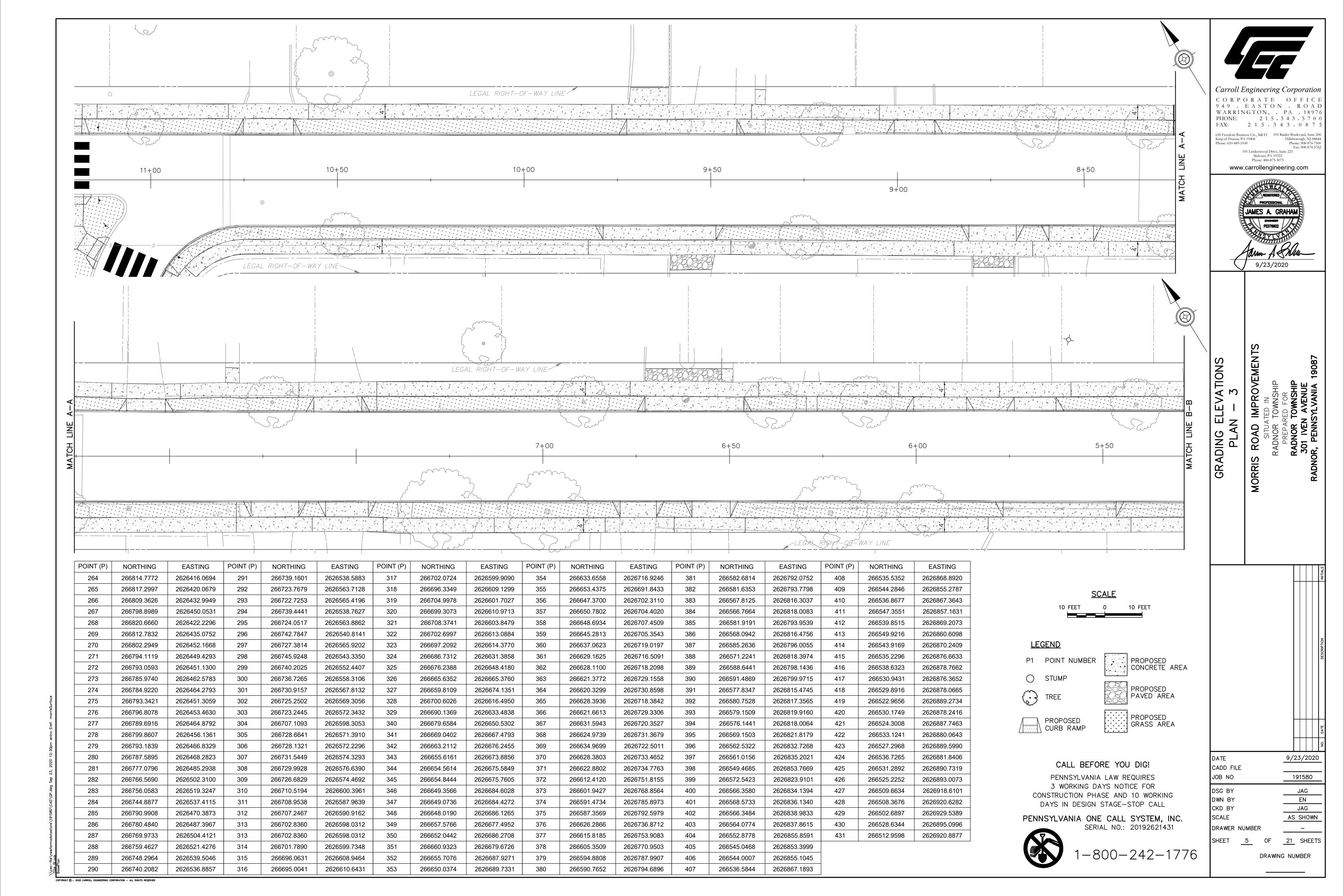
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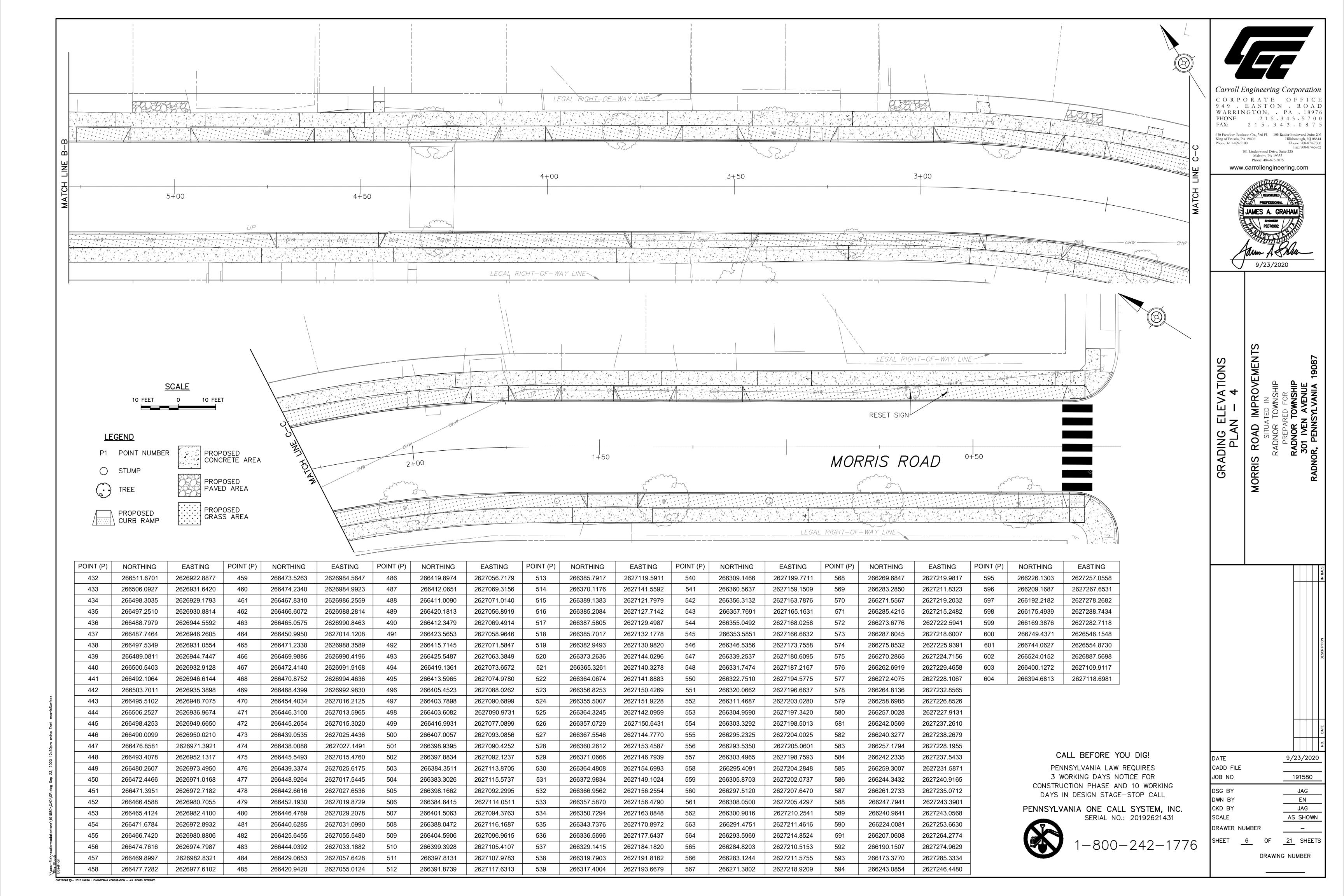
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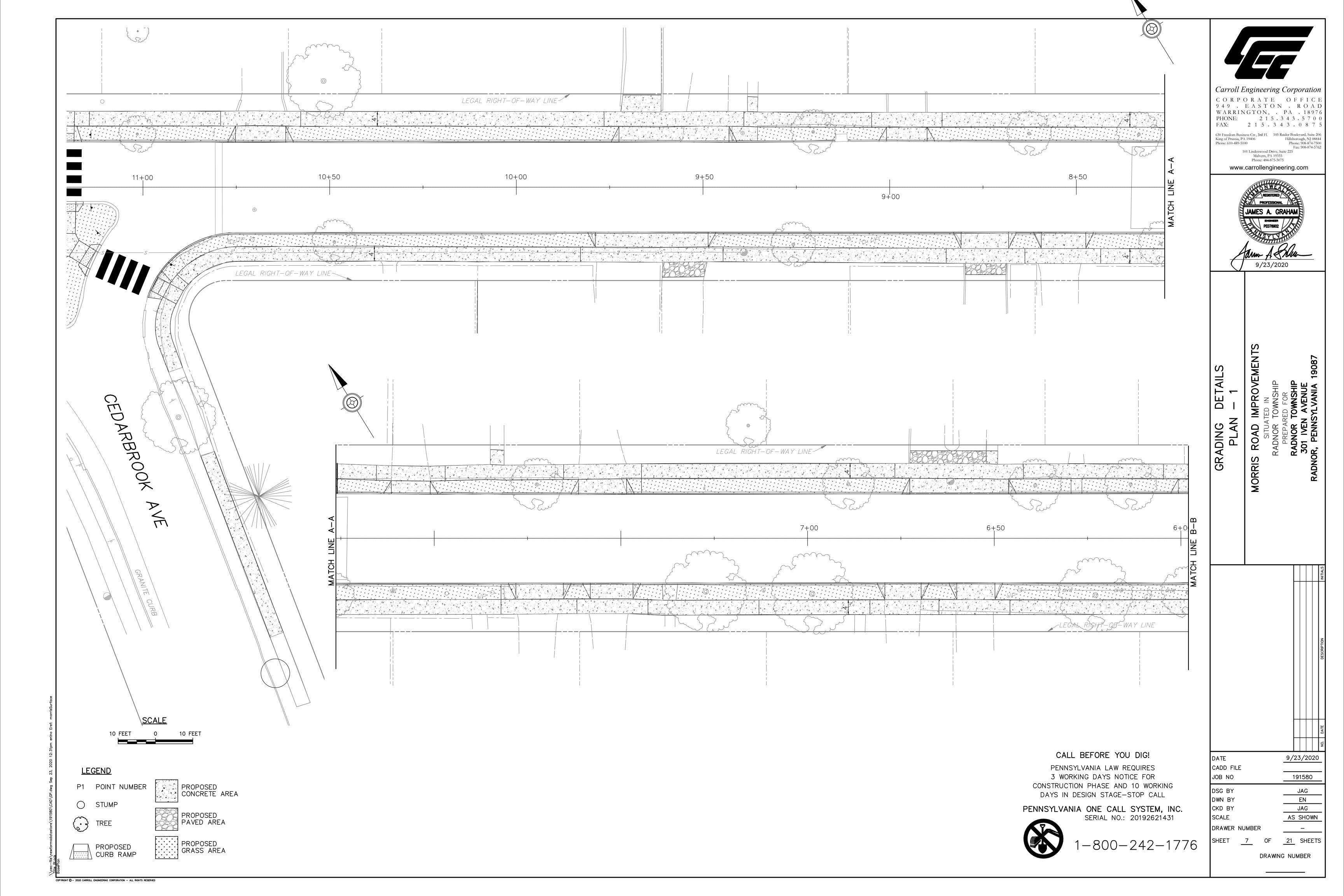
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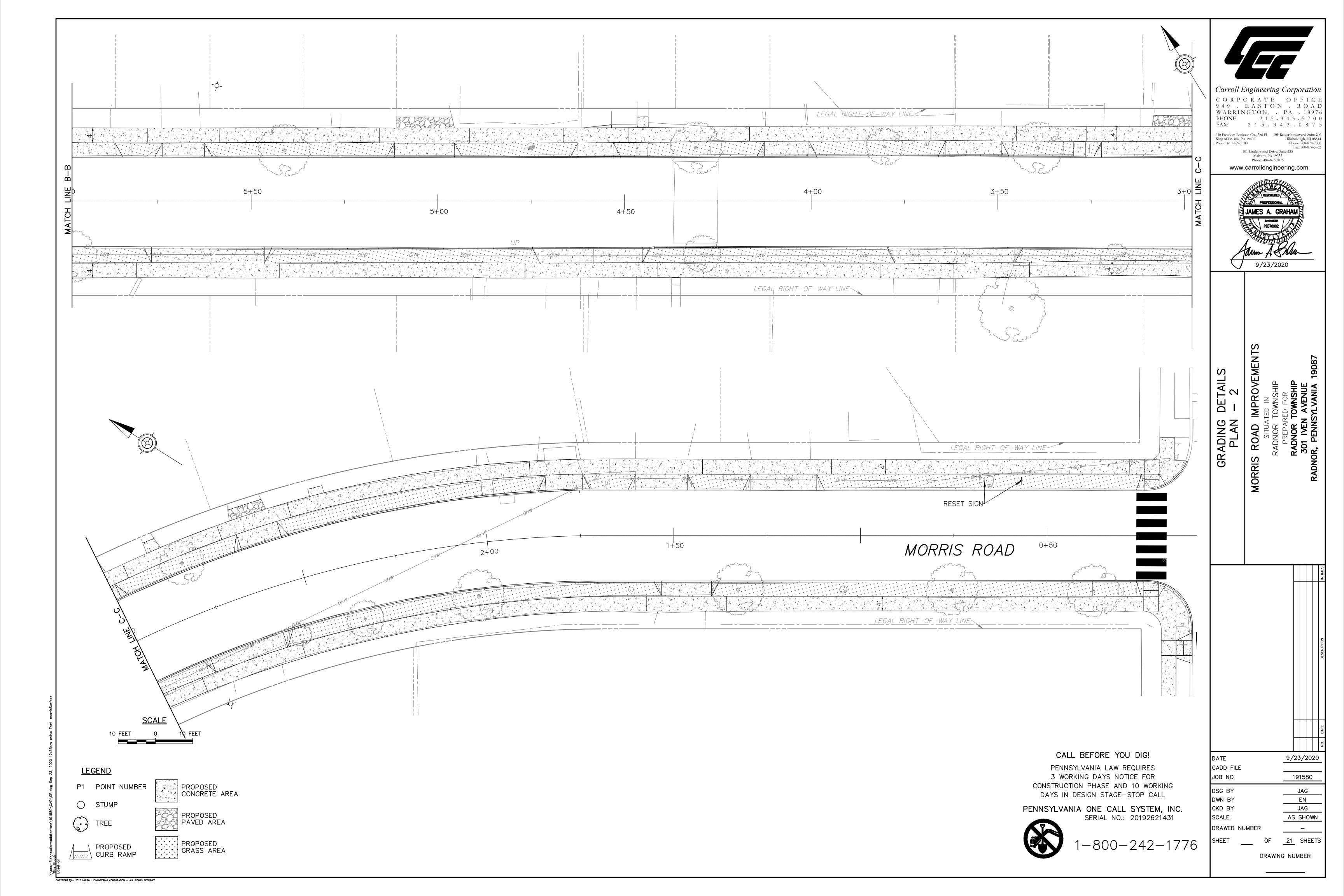






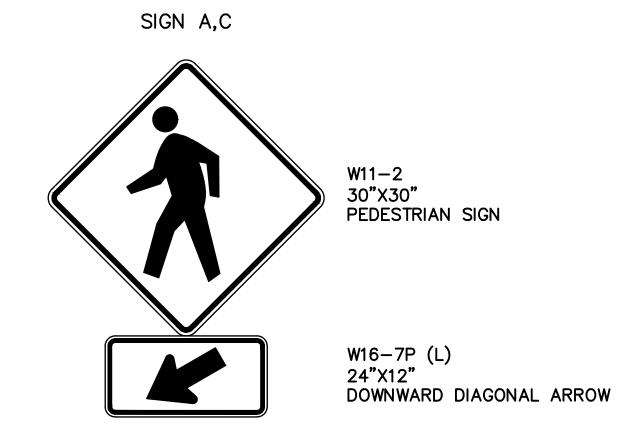


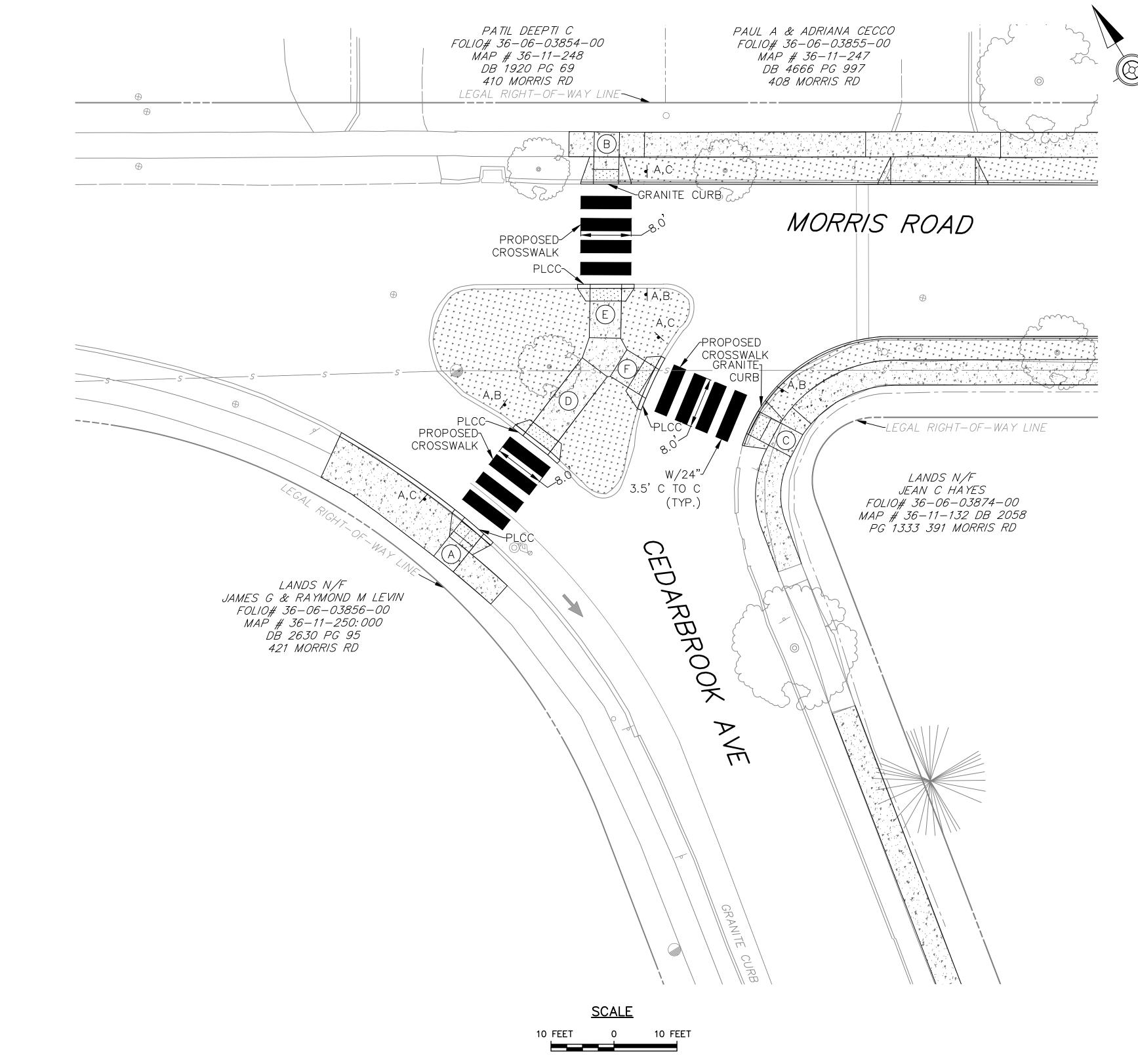




	SIGN TABULATION										
SYMBOL	SERIES	SIZE	QUANTITY	DESCRIPTION							
Α	W11-2	30"X30"	6	PEDESTRIAN SIGN							
В	W16-7P (R)	24"X12"	3	DIAGONAL DOWNWARD ARROW							
С	W16-7P (L)	24"X12"	3	DIAGONAL DOWNWARD ARROW							







<u>LEGEND</u>

X CURB RAMP IDENTIFIER

PROPOSED SIGN/ SIGN IDENTIFIER

PROPOSED CONCRETE AREA

DETECTABLE WARNING SURFACE

> PROPOSED GRASS AREA

PROPOSED CURB RAMP

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A PLAN - MORRIS ROAD CEDARBROOK AVENUE
MORRIS ROAD IMPROVEMENTS

ADA

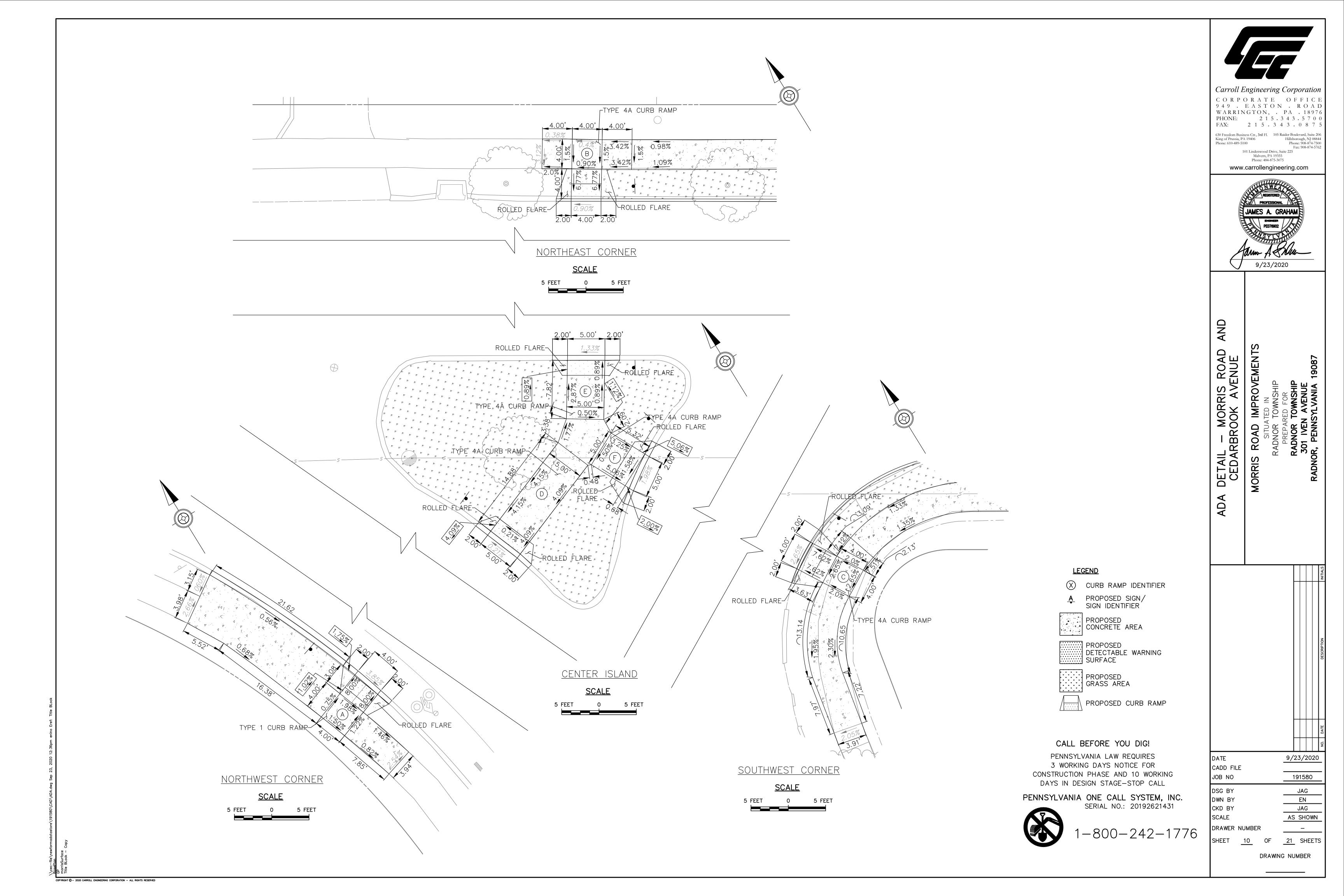
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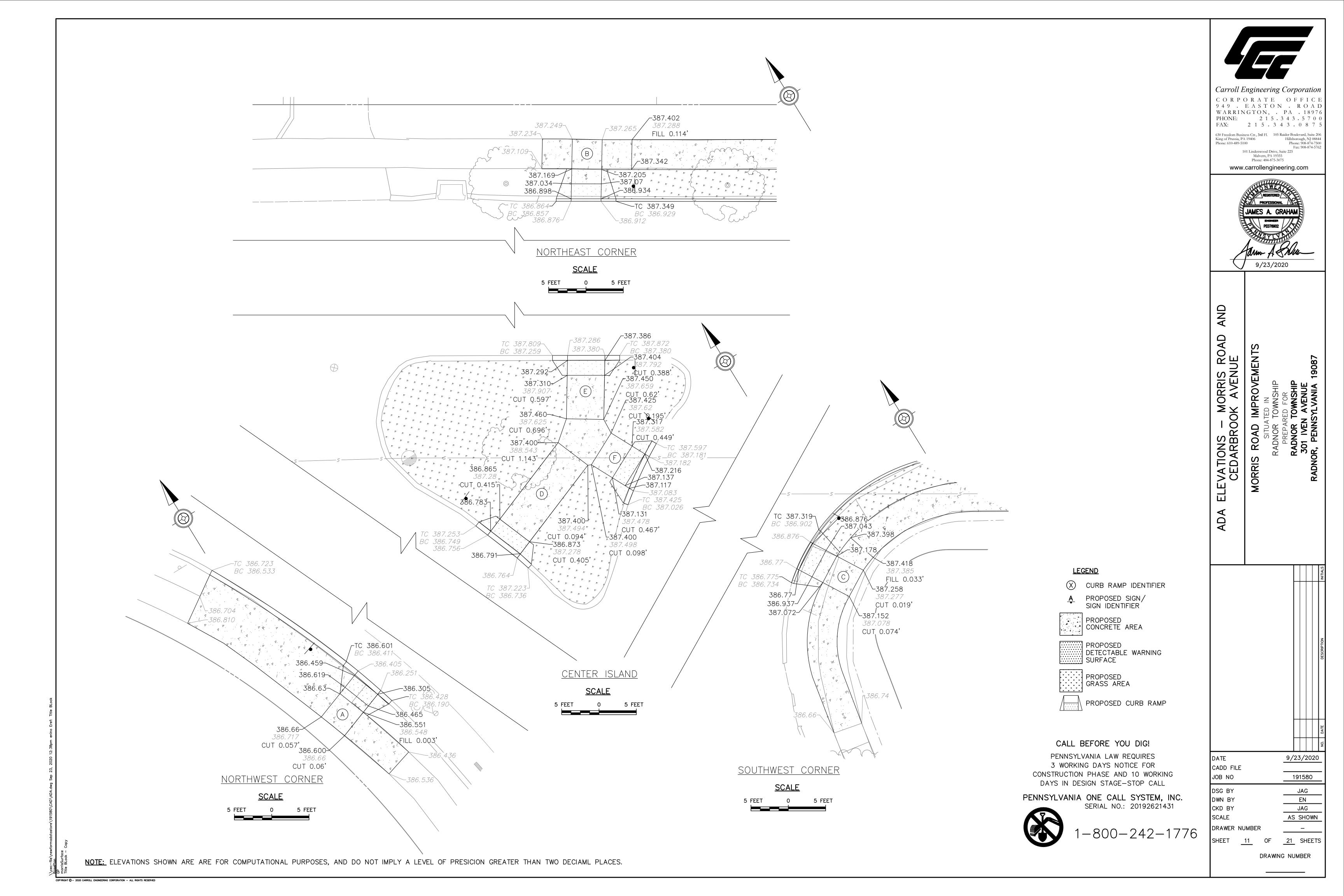
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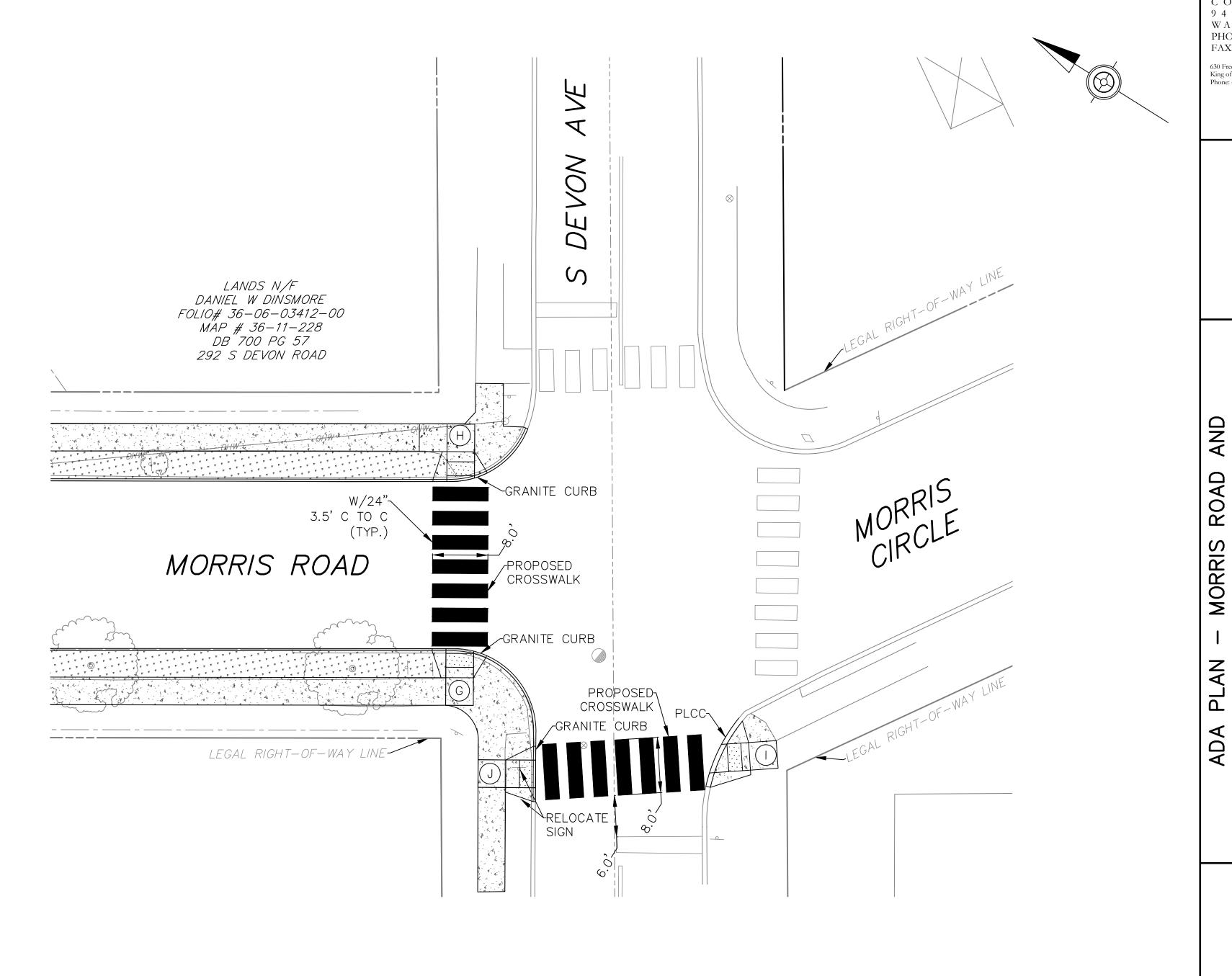
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<u>SCALE</u>

<u>LEGEND</u>

X CURB RAMP IDENTIFIER

PROPOSED SIGN/ SIGN IDENTIFIER

PROPOSED CONCRETE AREA

DETECTABLE WARNING

SURFACE

PROPOSED GRASS AREA

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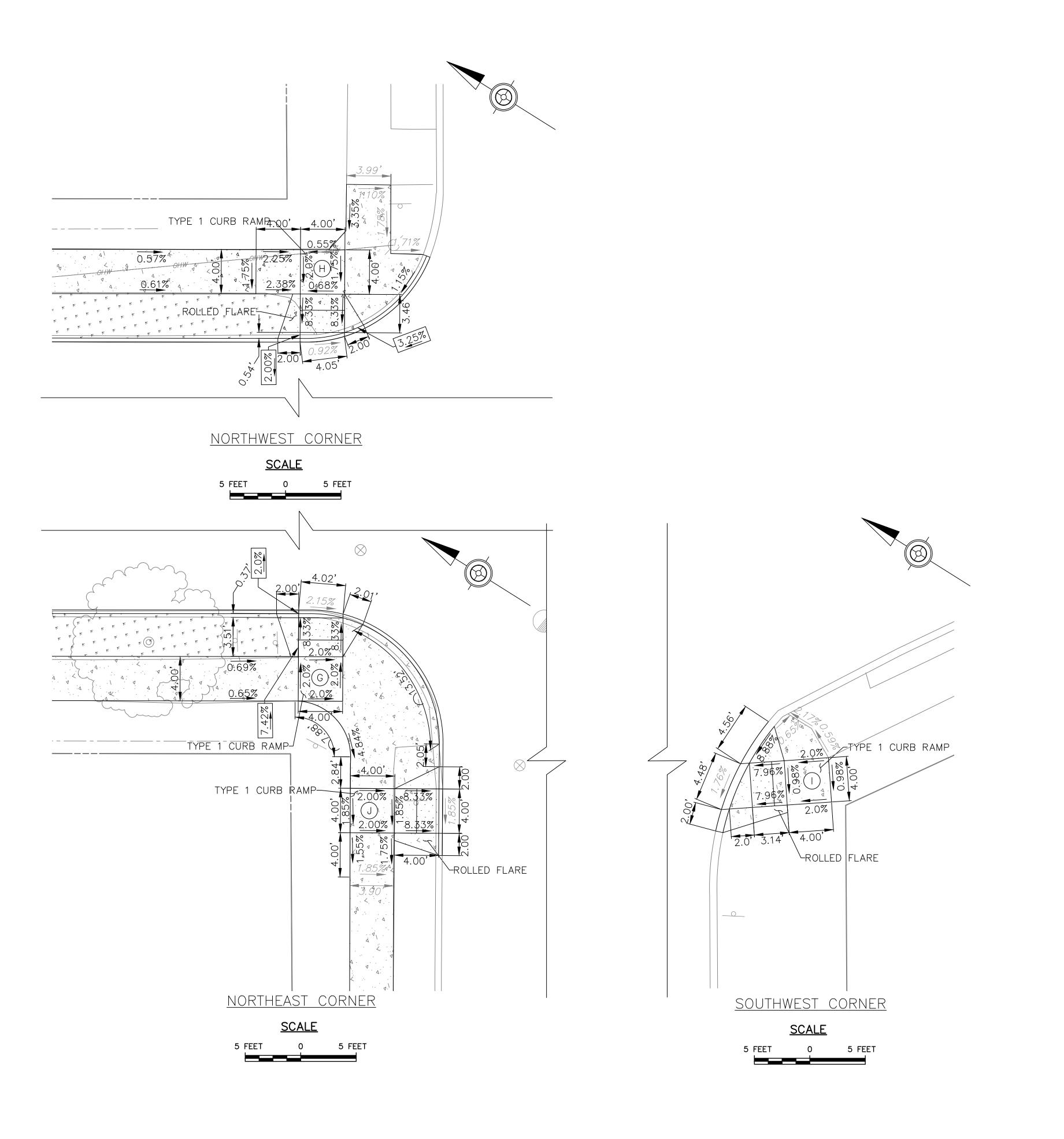
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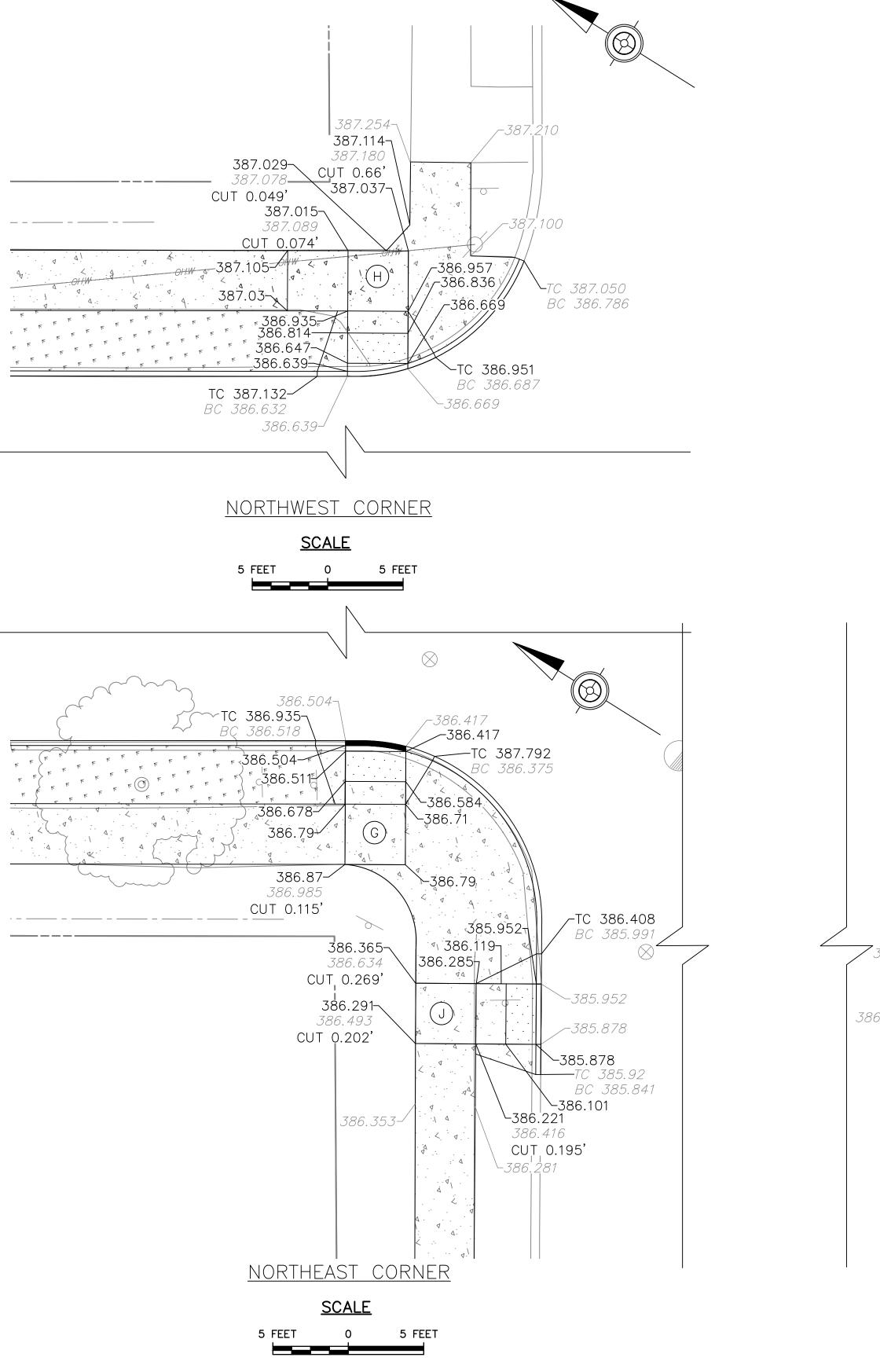
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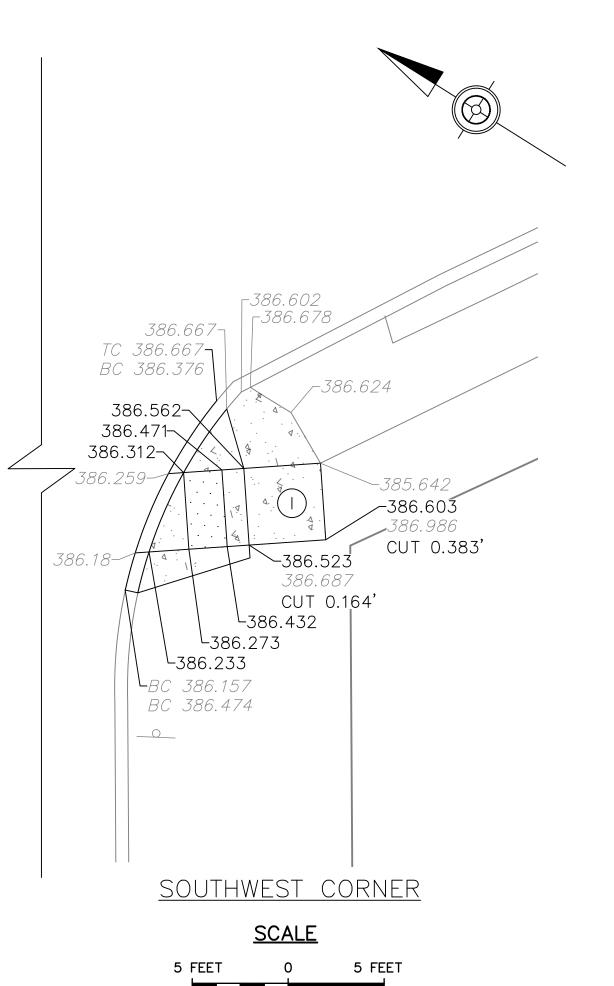
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CURB RAMP IDENTIFIER

PROPOSED SIGN/ SIGN IDENTIFIER

PROPOSED CONCRETE AREA

DETECTABLE WARNING
SURFACE

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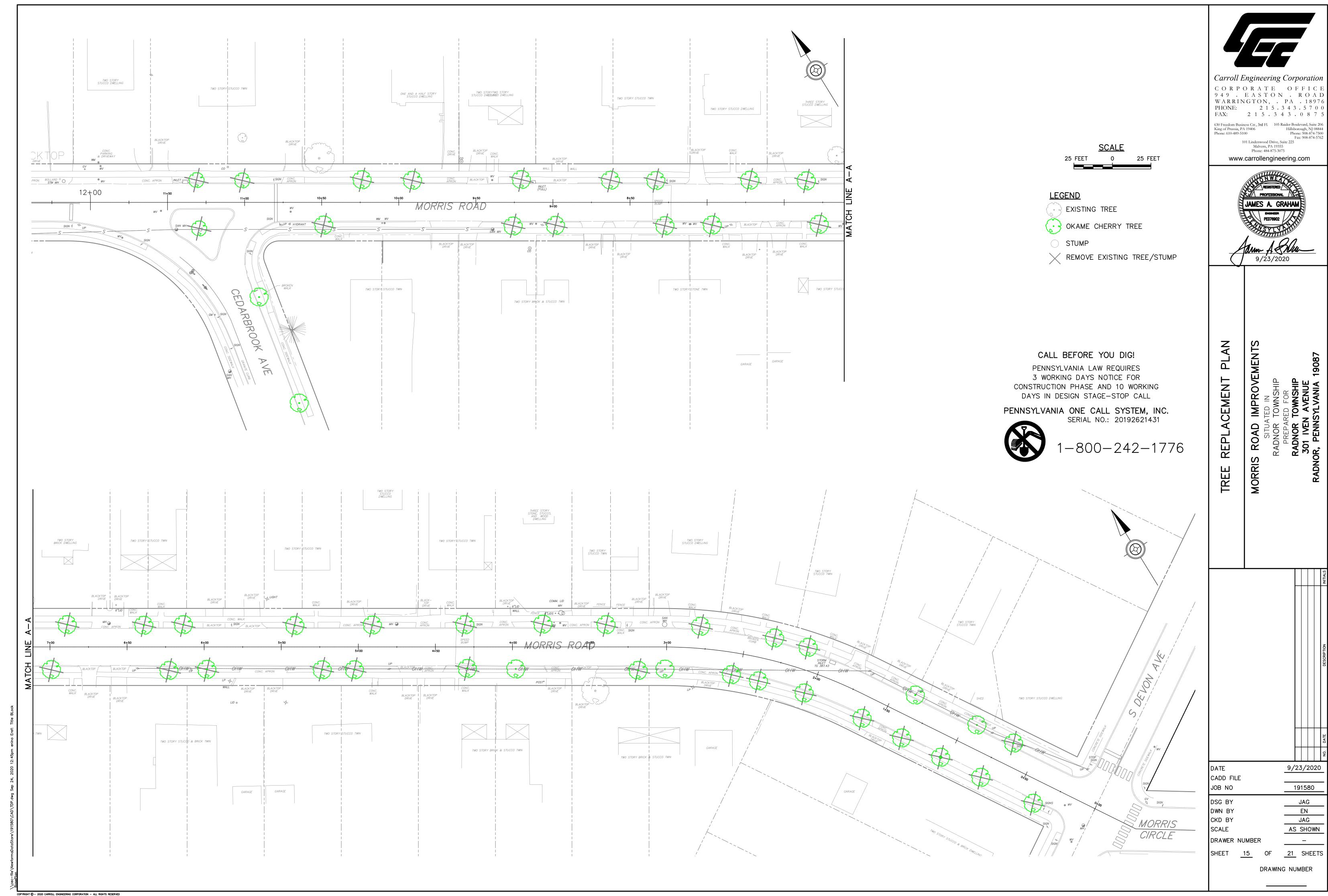
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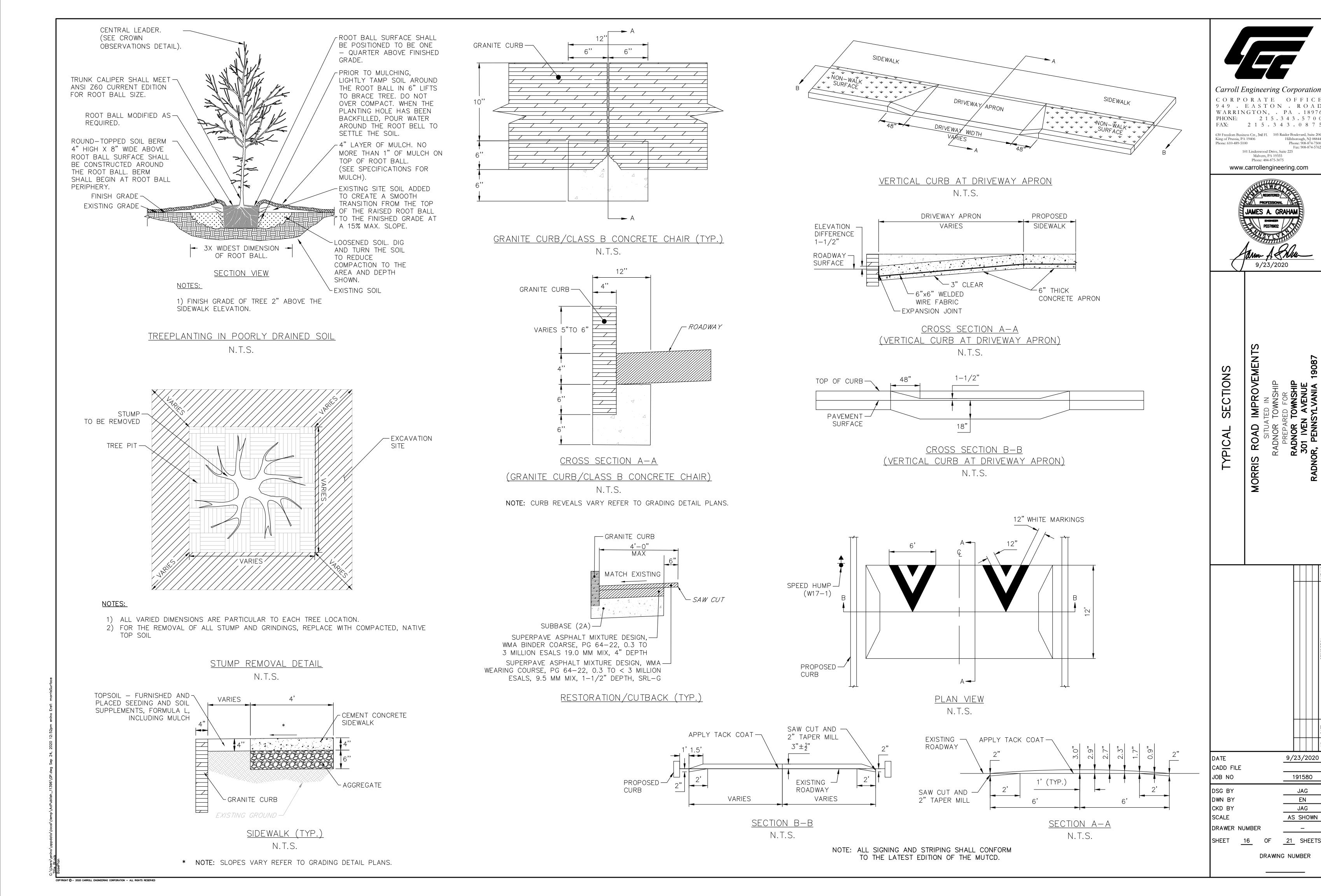
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#### MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) NOTES

- 1. THIS WORK CONSISTS OF THE MAINTENANCE AND PROTECTION OF TRAFFIC AND THE PROTECTION OF THE PUBLIC WHEN APPROACHING AND DEPARTING THE CONSTRUCTION AREA AND WITHIN THE LIMITS OF CONSTRUCTION
- 2. FURNISH, ERECT, PLACE AND MAINTAIN TRAFFIC FURNISH, ERECT, PLACE AND MAINTAIN TRAFFIC CONTROL SIGNS AND DEVICES. MAINTAIN TRAFFIC DURING HOURS OF CONSTRUCTION AND AT ALL OTHER TIMES CONSISTENT WITH THE METHODS INDICATED ON THESE DRAWINGS AND THE FOLLOWING:
  - 1. PENNDOT PUBLICATION 35;
  - 2. PENNDOT PUBLICATION 46;
  - 3. PENNDOT PUBLICATION 72M
  - 4. PENNDOT PUBLICATION 111;
  - 5. PENNDOT PUBLICATION 212:
  - 6. PENNDOT PUBLICATION 213;
  - 7. PENNDOT PUBLICATION 236; 8. PENNDOT PUBLICATION 408;
  - 9. MUTCD, CURRENT EDITION;
  - 10. THE SPECIAL PROVISIONS OF THE CONTRACT
- 3. REMOVE THESE DEVICES IMMEDIATELY UPON COMPLETION OF THE WORK.
- 4. PERMITTEE MUST ARRANGE FOR INSPECTION OF ALL TRAFFIC CONTROL DEVICES PRIOR TO START OF WORK.
- 5. COVER OR REMOVE ALL CONFLICTING SIGNS AND ERADICATE ALL CONFLICTING PAVEMENT MARKINGS.
- 6. MOUNT ALL LONG-TERM ADVANCE WARNING SIGNS ON TYPE III BARRICADES UNLESS OTHERWISE NOTED OR INSTRUCTED BY THE TOWNSHIP.
- 7. ALL SIGNS AND DEVICES TO BE MAINTAINED IN NEW OR LIKE NEW CONDITION.
- DRIVEWAYS WILL BE KEPT ACCESSIBLE AT ALL TIMES. LOCATE ALL SIGNS SO THAT SIGHT DISTANCES WILL NOT BE OBSTRUCTED AT DRIVEWAYS AND LOCAL ROADS.
- 9. ALL CHANNELIZING DEVICES, BARRICADES, AND SIGNS SHALL HAVE TYPE III OR BETTER PRISMATIC RETROREFLECTIVE SHEETING. SHEETING SHALL BE APPROVED AND LISTED IN PENNDOT PUBLICATION 35 (BULLETIN 15).
- 10. NO TRAFFIC RESTRICTIONS OR LANE CLOSURES ARE PERMITTED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:00 PM AND 6:00 PM MONDAYS THROUGH FRIDAYS OR ON LEGAL HOLIDAYS AND WEEKENDS ASSOCIATED WITH LEGAL HOLIDAYS. ALL RESTRICTIONS AND CLOSURES ARE TO BE REMOVED BY NOON ON THE DAY PRIOR TO THE LEGAL HOLIDAY.
- 11. PERMITTEE SHALL NOTIFY LOCAL EMERGENCY AUTHORITIES (E.G., POLICE, FIRE, MEDICAL) AND THE TOWNSHIP AT LEAST FOURTEEN DAYS PRIOR TO ANY SIGNIFICANT TRAFFIC IMPACTS (E.G., LATERAL WIDTH RESTRICTIONS LESS THAN 16 FEET, DETOURS).
- 12. NOTIFY THE TOWNSHIP AT LEAST TWO (2) WEEKS PRIOR TO EACH MAJOR CHANGE IN TRAFFIC PATTERNS. ALL MODIFICATIONS TO THE TRAFFIC CONTROL PLAN MUST BE APPROVED BY THE TOWNSHIP.
- 13. MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE PATA DRAWING(S) (SEE TABLE BELOW) IN THE CURRENT PENNDOT PUBLICATION 213, "TEMPORARY TRAFFIC CONTROL GUIDELINES".
- 14. DROPOFFS CREATED BY CONSTRUCTION OPERATIONS SHALL BE TREATED CONSISTENT WITH PUBLICATION 408, SECTION 901.3(J).
- 15. REMOVE ALL SHORT-TERM WORK ZONE TRAFFIC CONTROL SIGNING UPON COMPLETION OF THAT DAY'S WORK PERIOD.
- 16. RESTRICTING TRAFFIC FLOW WITHIN THE WORK AREA SHALL BE MINIMIZED TO PREVENT TRAFFIC CONGESTION AND UNSAFE TRAFFIC CONDITIONS.
- 17. THE CONTRACTOR MUST NOTIFY THE RADNOR POLICE DEPARTMENT, 610-688-5600, TWO (2) WEEKS IN ADVANCE OF ANY DETOURS, LANE CLOSURES, OR RESTRICTIONS.
- 18. THE CONTRACTOR MUST NOTIFY THE RADNOR POLICE DEPARTMENT, 610-688-5600, 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 TRAFFIC MANAGEMENT CENTER WHEN THE ROAD IS RESTORED TO NORMAL OPERATION.
- 19. THE CONTRACTOR SHALL COMPLY WITH ACT 229 OF DECEMBER 2002 DURING CONSTRUCTION ACTIVITIES WITHIN RIGHT-OF-WAY.
- 20. CONTRACTOR SHALL STAGE THE WORK SO THAT ON-STREET PARKING IS AVAILABLE FOR HOMEOWNERS THAT HAVE DRIVEWAYS THAT ARE UNDER CONSTRUCTION.

APPLICABLE	PATA	DRAWINGS	(PUE
213)			

- PATA 102 (OLD PATA 7)
- PATA 129 (OLD PATA 40)
- PATA 110 (OLD PATA 10b)
- PATA 204 (OLD PATA 9a L2)

#### PATA 102 (Old PATA 7) - Notes

1. If the work space is completely within a parking lane and parking is present, the taper or shadow vehicle is

2. For operations of 15 minutes or less:

a. The Road Work (W20-1) sign is not required

b. All channelizing devices may be eliminated if a shadow vehicle is present

3. For divided highways and one-way highways where it is physically possible, advance warning signs should

4. When a shadow vehicle is not used, distance E is measured from end of taper to beginning of work space.



#### Sign Spacing Chart

#### Distance and Spacing Quick Reference Chart

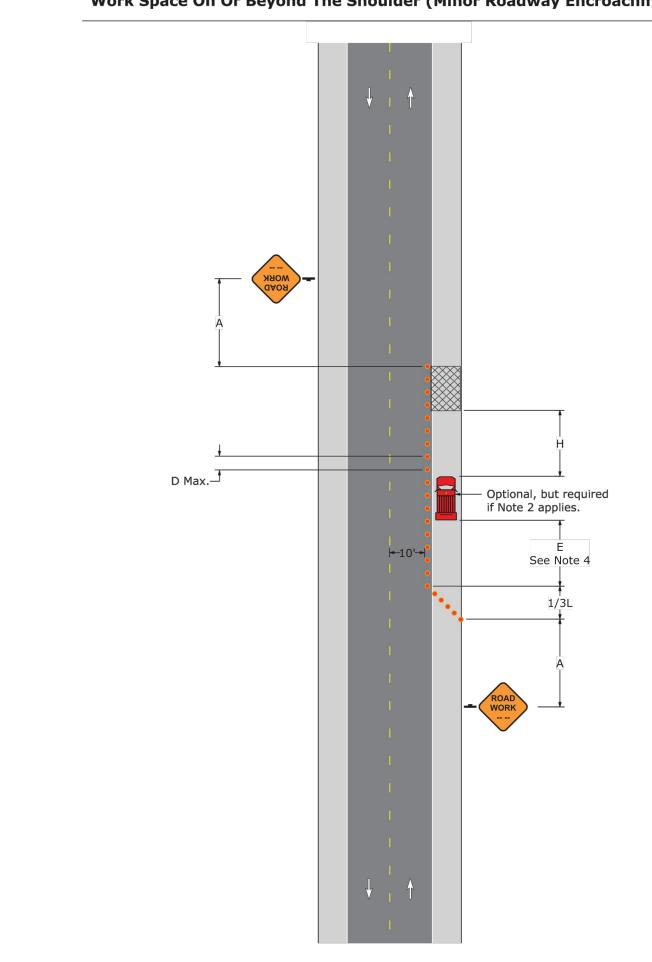
	_								•	_	_					
		Dist	ance		Speed	W	1	1/2L	1/3L	Min. C	hannel	izing D	evices	7	Е	Н
Condition	Α	В	С	F	Speed	VV		1/2L	1/3L	Per Ta	aper Ty	/pe (Le	ngth)	D	П	П
	Feet	Feet	Feet	Feet	MPH	Feet	Feet	Feet	Feet	L	1/2L	1/3L	50'	Feet	Feet	Feet
rban						10	105	55	35							
5 MPH or less	100	100	100	100	25	11	115	60	40	6	6	6	6	50	155	150
						12	125	65	45							
rban						10	150	75	50	6						
reater than 35 MPH	350	350	350	350	30	11	165	85	55	7	6	6	6	60	200	150
reacer chair 55 mm	1					12	180	90	60	7						
						10	205	105	70	7		_	_			
ural	500   500   500	0   500   50	500	35	11	225	115	75	8	6	6	6	70	250	150	
						12	245	125	85	8						
hen multiple distan	ce plac	ques a	re use	d		10	270	135	90	8				80	305	150
advance warning s	_ ,	they sl	hall all	be	40	11	295	150	100	9	6	6	6			
the same series ty	pe.					12	320	160	110	9						
cample: either all "A	HEAD	" or X	XX FEE	ĒT.		10	450	225	150	11	6	_	_			
					45	11	495	250	165	12	7	6	6	90	360	150
Taper Length Fo	rmula	s				12	540	270	180	13	7					
						10	500	250	170	11	6					
S	L				50	11	550	275	185	12	7	6	6	100	425	250
40 MBH	. W	S <sup>2</sup>				12	600	300	200	13	7					
40 MPH or less		0				10	550	275	185	11	6					
		_			55	11	605	305	205	12	7	6	6	110	495	250
45 MPH or more	! L = WS			Noto: (	12	660	330	220	13	7	<u> </u>	<u> </u>				
						nanna	SUZIDA .	701/1000	11000	In tanc	r chall	no oai	IDIIV CE	2000	T 1/2 17	IVIOV

S = Regulatory Speed Limit W = Width of Offset

L = Length

Note: Channelizing devices used in taper shall be equally spaced at ½ D Max.

PATA 102 (Old PATA 7) **Work Space On Or Beyond The Shoulder (Minor Roadway Encroachment)** 

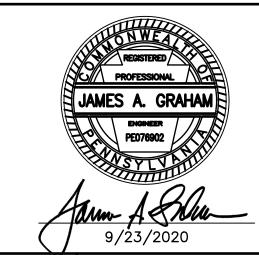


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9/23/2020 CADD FILE JOB NO 191580 DSG BY JAG EN DWN BY

SCALE DRAWER NUMBER

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21 SHEETS

#### PATA 110 (Old PATA 10b) - Notes

- 1. Each flagger shall be clearly visible to traffic for a minimum distance of E and shall be in constant communication with all other flaggers.
- 2. For operations of 15 minutes or less:
  - a. The Road Work (W20-1), One Lane Road (W20-4), Be Prepared To Stop (W3-4), and Flagger Symbol (W20-7) signs are not required.
- b. All channelizing devices may be eliminated if a shadow vehicle is present.
- 3. The buffer space shall be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.
- 4. When a shadow vehicle is not used, distance E is measured from end of taper to beginning of work space.







#### Sign Spacing Chart

#### Distance and Spacing Quick Reference Chart

		Dista	ance			0.000				Min. C	hannel	izina D	evices			
Condition	А	В	С	F	Speed	W	L	1/2L	1/3L		aper Ty		02.020	D	Е	Н
	Feet	Feet	Feet	Feet	MPH	Feet	Feet	Feet	Feet	L	1/2L	1/3L	50'	Feet	Feet	Feet
Urban						10	105	55	35							
35 MPH or less	100	100	100	100	25	11	115	60	40	6	6	6	6	50	155	150
33 MFH 01 1633						12	125	65	45							
Urban						10	150	75	50	6						
Greater than 35 MPH	350	350	350	350	30	11	165	85	55	7	6	6	6	60	200	150
Greater than 55 MFT1						12	180	90	60	7						
						10	205	105	70	7						
Rural	500   500	500	0   500   5	500	35	11	225	115	75	8	6	6	6	70	250	150
						12	245	125	85	8						
When multiple distand	e plac	ues a	re use	d		10	270	135	90	8						
on advance warning s		hey sl	hall all	be	40	11	295	150	100	9	6	6	6	80	305	150
of the same series typ	e.					12	320	160	110	9						
Example: either all "A	HEAD'	' or X	XX FEE	T.		10	450	225	150	11	6					
					45	11	495	250	165	12	7	6	6	90	360	150
Taper Length For	mula	•				12	540	270	180	13	7					
raper Length For	maia.	•				10	500	250	170	11	6					
S	L				50	11	550	275	185	12	7	6	6	100	425	250
	_ ws	2				12	600	300	200	13	7					
40 MPH or less	$L = \frac{\sqrt{6}}{6}$					10	550	275	185	11	6					
	- 0				55	11	605	305	205	12	7	6	6	110	495	250
45 MPH or more	L = W	s				12	660	330	220	13	7					
S = Regulatory Speed	Llinait				Note: 0	Channe	elizing	devices	used	in tape	r shall	be equ	ially sp	aced a	t ½ D	Max.

PATA 110 (Old PATA 10b)

Four-Leg Intersection Flagging

Optional, but is required if Note 2 applies.

See Note 4

#### L = Length

#### S = Regulatory Speed Limit W = Width of Offset

#### PATA 129 (Old PATA 40) - Notes

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing

2. Use channelizing devices to separate and maintain temporary pedestrian walkway while sidewalk is closed. Where high speeds are anticipated, a temporary traffic barrier with appropriate end treatments should be used to separate the temporary walkways from vehicular traffic.

3. Other devices, such as lane closure signing or Road Narrows (W5-1) signs, may be used to control vehicular traffic.

4. When it is not possible to maintain a minimum width of 60" throughout the entire length of the pedestrian pathway, a 60"x60" passing space should be provided at least every 200' to allow individuals in wheelchairs to pass. A minimum 48" wide accessible path shall be maintained for the length of sidewalk diversion.

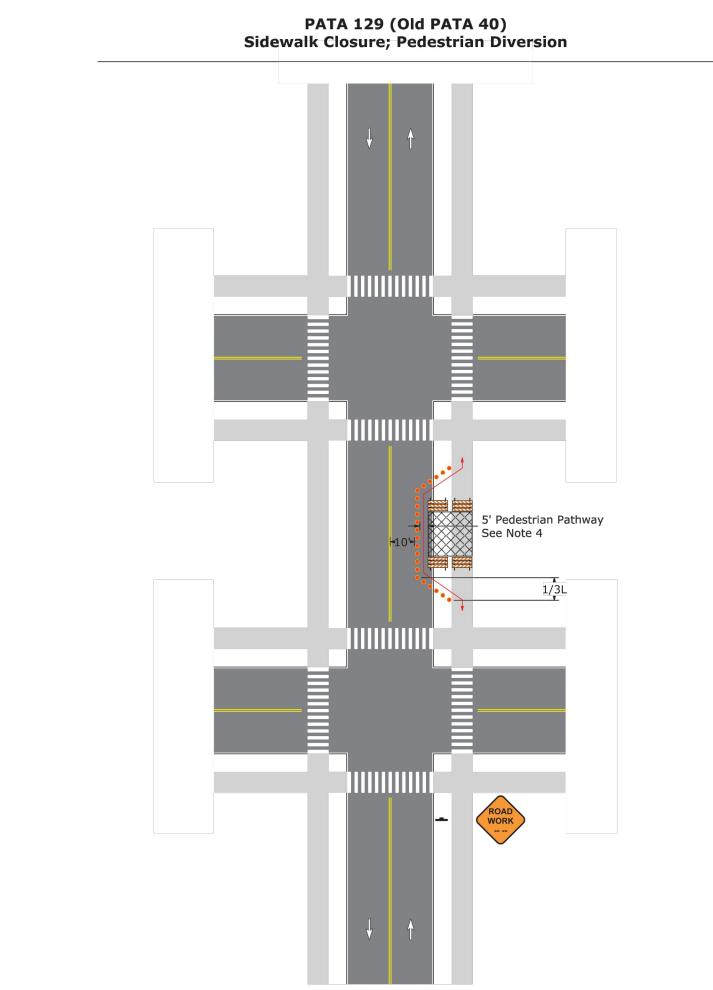


#### Sign Spacing Chart

#### Distance and Spacing Quick Reference Chart

		Dista	ance		Speed	W	L	1/2L	1/3L			izing D		D	Е	Н
Condition	Α	В	С	F	Speed	VV		1/2L	1/3L	Per T	aper Ty	/pe (Le	ngth)	D		П
	Feet	Feet	Feet	Feet	MPH	Feet	Feet	Feet	Feet	L	1/2L	1/3L	50'	Feet	Feet	Feet
Urban						10	105	55	35							
35 MPH or less	100	100	100	100	25	11	115	60	40	6	6	6	6	50	155	150
33 MFH 01 1633						12	125	65	45							
Urban						10	150	75	50	6						
Greater than 35 MPH	350	350	350	350	30	11	165	85	55	7	6	6	6	60	200	150
Greater triair 33 MFT1						12	180	90	60	7						,
						10	205	105	70	7						
Rural	500	500	500	500	35	11	225	115	75	8	6	6	6	70	250	150
						12	245	125	85	8						
When multiple distand	ce plac	ues a	re use	d		10	270	135	90	8				80	305	150
on advance warning s	igns, t	hey sl	hall all	be	40	11	295	150	100	9	6	6	6			
of the same series typ	oe.					12	320	160	110	9						
Example: either all "A	HEAD'	" or X	XX FEE	Т.		10	450	225	150	11	6					
					45	11	495	250	165	12	7	6	6	90	360	150
Taper Length For	rmula					12	540	270	180	13	7					
raper Length For	muia	3				10	500	250	170	11	6					
S	L				50	11	550	275	185	12	7	6	6	100	425	250
	 	c2				12	600	300	200	13	7					
40 MPH or less	$L = \frac{vv}{6}$					10	550	275	185	11	6					
	- 0	_			55	11	605	305	205	12	7	6	6	110	495	250
45 MPH or more	L = W	s				12	660	330	220	13	7					
S - Pegulatory Speed					Note: 0	Channe	lizing (	devices	used	in tape	r shall	be equ	ially sp	aced a	it ½ D	Max.

#### S = Regulatory Speed Limit W = Width of Offset L = Length



#### PATA 204 (Old PATA 9a L2) - Notes

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

2. When a shadow vehicle is not used, distance E is measured from end of taper to beginning of work space.

3. A no passing zone shall be established when an existing passing zone is present. A temporary double yellow pavement marking line shall be installed throughout the entire length of the work zone. Place a No Passing Zone (W14-3) sign at the start of the temporary double yellow pavement marking line (Across from the Road Work (W20-1) sign).

4. Refer to PATA 008 for reverse curve/turn signing.



#### Sign Spacing Chart

S = Regulatory Speed Limit

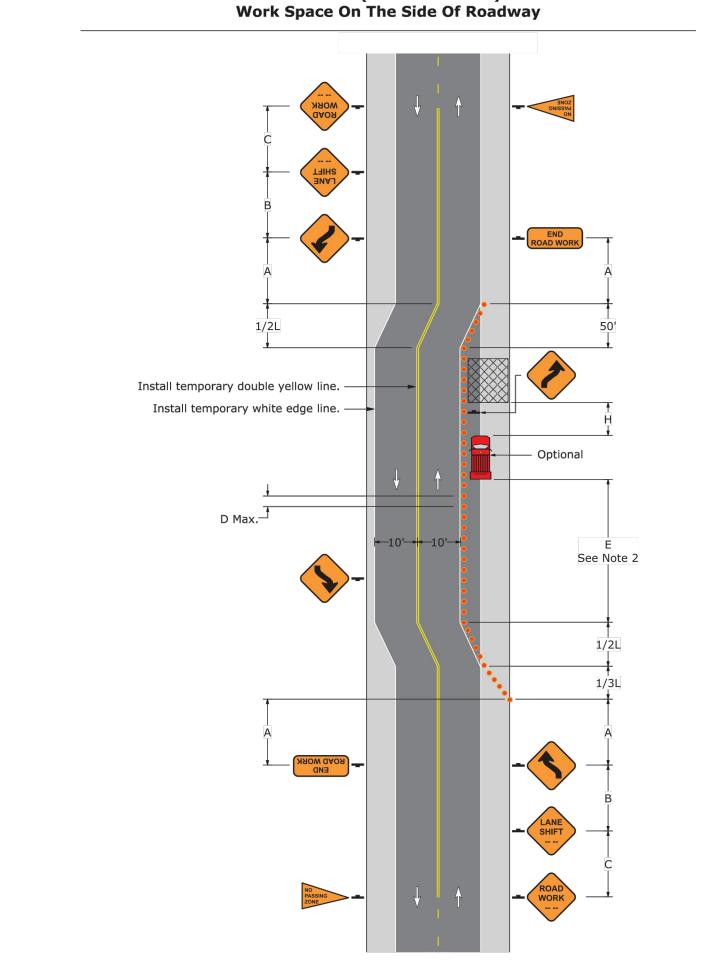
W = Width of Offset

L = Length

#### Distance and Spacing Quick Reference Chart

			ance		Speed	W	1	1/2L	1/3L				evices	D	Е	Н
Condition	Α	В	С	F	Specu	•••		1/20	1,32	Per Ta	aper Ty	/pe (Le	ngth)		_	- ' '
	Feet	Feet	Feet	Feet	MPH	Feet	Feet	Feet	Feet	L	1/2L	1/3L	50'	Feet	Feet	Feet
Urban						10	105	55	35							
35 MPH or less	100	100	100	100	25	11	115	60	40	6	6	6	6	50	155	150
33 MITT 01 1033						12	125	65	45							
Urban						10	150	75	50	6						
Greater than 35 MPH	350	350	350	350	30	11	165	85	55	7	6	6	6	60	200	150
Greater than 55 mm						12	180	90	60	7						
						10	205	105	70	7						
Rural	500	500   500	500	500	35	11	225	115	75	8	6	6	6	70	250	150
						12	245	125	85	8						
When multiple distand	e plac	ues a	re use	d		10	270	135	90	8				80	305	150
on advance warning s	igns, t	hey sl	nall all	be	40	11	295	150	100	9	6	6	6			
of the same series typ	oe.					12	320	160	110	9						
Example: either all "A	HEAD'	' or X	X FEE	ET.		10	450	225	150	11	6					
					45	11	495	250	165	12	7	6	6	90	360	150
Taper Length For	mula	5				12	540	270	180	13	7					
raper zengen rei						10	500	250	170	11	6		000			
S	L				50	11	550	275	185	12	7	6	6	100	425	250
	\/\	52				12	600	300	200	13	7					
40 MPH or less	$L = \frac{W_3}{6}$	<del>_</del>				10	550	275	185	11	6	_	_			
					55	11	605	305	205	12	7	6	6	110	495	250
45 MPH or more	L = W	'S				12	660	330	220	13	7		L.,			
S = Regulatory Speed	l I i aa ib				Note: 0	Channe	elizing	devices	used	in tape	er shall	be equ	ıally sp	aced a	t ½ D	Max.

# PATA 204 (Old PATA 9a L2)



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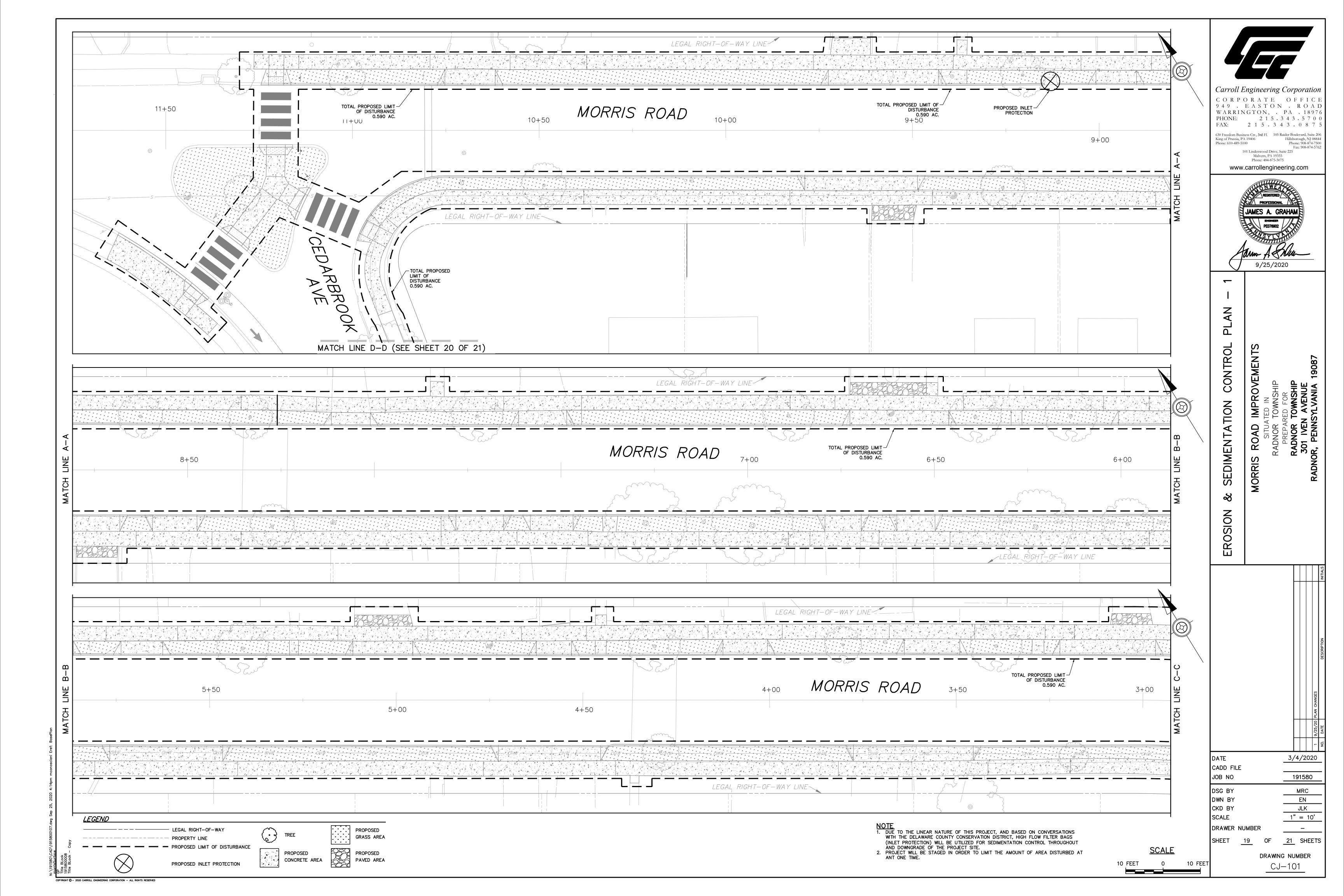
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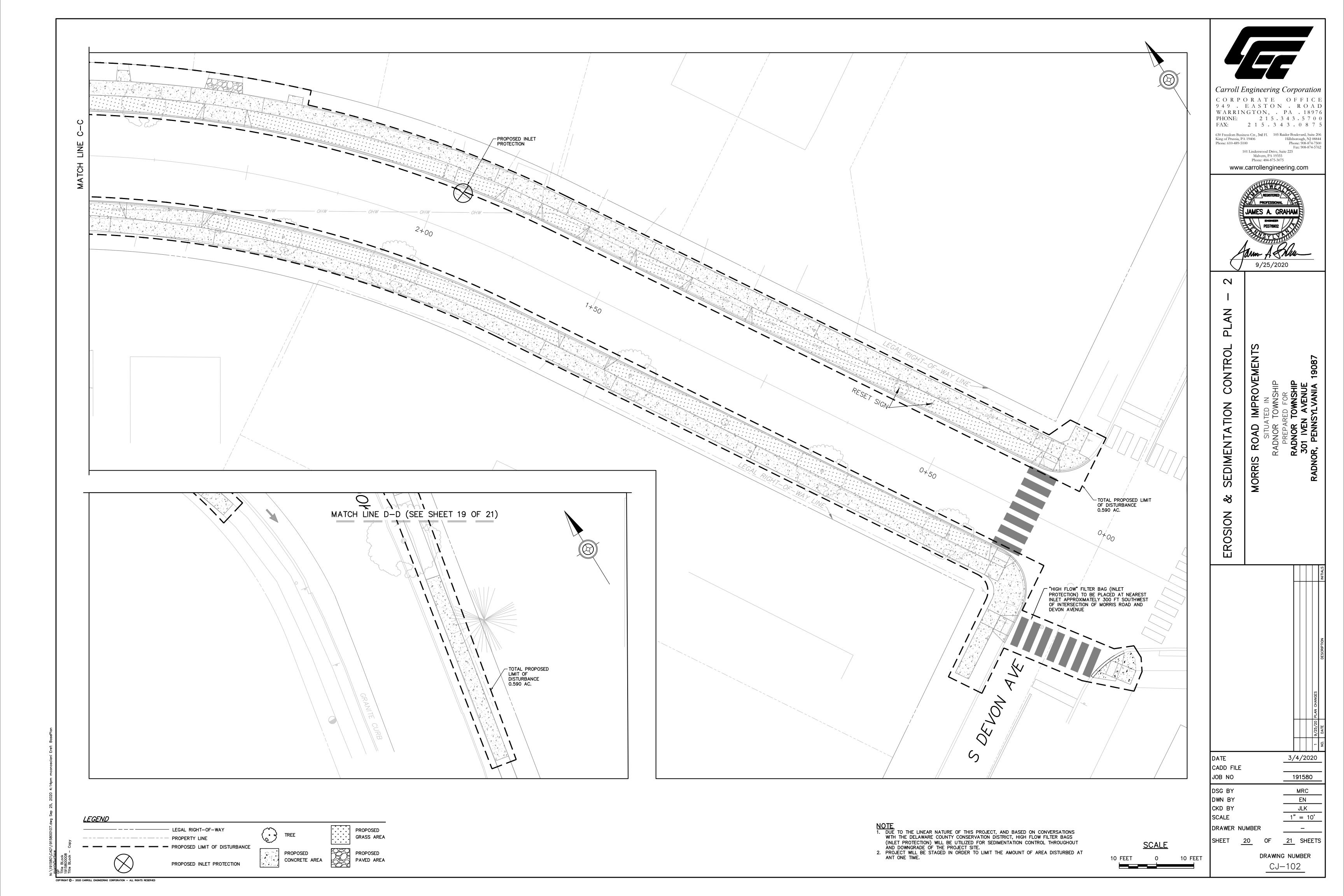
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21 SHEETS

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#### STANDARD EROSION AND SEDIMENT CONTROL PLAN NOTES

- 1. VEHICLES AND EQUIPMENT MAY ENTER ALONG MORRIS ROAD.
- 2. STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.
- 3. THE OPERATOR SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED.
- 4. UNTIL THE SITE ACHIEVES FINAL STABILIZATION, THE OPERATOR SHALL ASSURE THAT THE BEST MANAGEMENT PRACTICES ARE IMPLEMENTED, OPERATED, AND MAINTAINED PROPERLY AND COMPLETELY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL BEST MANAGEMENT PRACTICE FACILITIES. THE OPERATOR SHALL MAINTAIN AND MAKE AVAILABLE TO LOCAL CONSERVATION DISTRICT COMPLETE. WRITTEN NSPECTION LOGS OF ALL THOSE INSPECTIONS. ALL MAINTENANCE WORK, INCLUDING CLEANING, REPAIR, REPLACEMENT, REGRADING, AND RESTABILIZATION SHALL BE PERFORMED IMMEDIATELY.
- 5. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO ELIMINATE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT
- BEFORE INITIATING ANY REVISIONS TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR REVISIONS TO OTHER PLANS WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED E&S CONTROL PLAN, THE OPERATOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM THE LOCAL CONSERVATION
- 7. THE OPERATOR SHALL ASSURE THAT AN EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED, APPROVED BY THE LOCAL CONSERVATION DISTRICT, AND IS BEING IMPLEMENTED AND MAINTAINED FOR ALL SOIL AND/OR ROCK SPOIL AND BORROW AREAS, REGARDLESS OF THEIR LOCATIONS.
- 8. ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP, SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER NON-DISTURBED AREAS.
- 9. THE OPERATOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF THE APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE III, WATER RESOURCES, CHAPTER
- 10. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN MUST BE AVAILABLE AT THE
- 11. THE E&S CONTROL PLAN MAPPING MUST DISPLAY A PA ONE CALL SYSTEM INCORPORATED SYMBOL INCLUDING THE SITE IDENTIFICATION NUMBER. (THIS IS A NUMBERED SYMBOL NOT A NOTE.)
- 12. ONLY LIMITED DISTURBANCE WILL BE PERMITTED TO PROVIDE ACCESS TO INLET FILTER BAGS.
- 13. EROSION AND SEDIMENT BMP'S MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMP'S.
- 14. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMP CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE BMP'S MUST BE STABILIZED
- 15. AT LEAST 7 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE OPERATOR SHALL INVITE ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES, THE LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS. THE EROSION AND SEDIMENT CONTROL PLAN PREPARER. AND THE LOCAL CONSERVATION DISTRICT TO AN ON-SITE MEETING. ALSO, AT LEAST 3 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES SHALL NOTIFY THE PENNSYLVANIA ONE CALL SYSTEM INCORPORATED AT 1-800-242-1776 FOR BURIED UTILITIES LOCATIONS.
- 16. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE OF CONSTRUCTION. EACH STAGE SHALL BE COMPLETED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING AND GRUBBING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE.
- 17. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE, THE OPERATOR SHALL STABILIZE ANY AREAS DISTURBED BY THE ACTIVITIES. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE SPECIFIED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.
- 18. AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.
- 19. APPROVAL OF THE USE OF SKIMMER(S) DOES NOT APPROVE USE OF ANY SKIMMER(S) IN VIOLATION OF ANY PATENT, PATENT RIGHTS, AND/OR PATENT LAW.
- 20. BAFFLES MUST BE INSTALLED TO ALLOW BASIN MAINTENANCE AND CLEAN OUT.
- 21. UPON INSTALLATION OF THE TEMPORARY SEDIMENT BASIN RISER(S), AN IMMEDIATE INSPECTION OF THE RISER(S) SHALL BE CONDUCTED BY A QUALIFIED SITE REPRESENTATIVE AND LOCAL CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING THAT THE RISER IS SEALED.
- 22. SEDIMENT BASINS MUST BE PROTECTED FROM UNAUTHORIZED ACTS OF THIRD PARTIES. OTHER BMPS (SPECIFY)
- 23. SEDIMENT MUST BE REMOVED FROM STORM WATER INLET PROTECTION AFTER EACH RUNOFF EVENT.
- 24. AT STREAM CROSSINGS, 50' BUFFER AREAS SHOULD BE MAINTAINED. ON BUFFERS, CLEARING, SOD DISTURBANCES, EXCAVATION, AND EQUIPMENT TRAFFIC SHOULD BE MINIMIZED. ACTIVITIES SUCH AS STACKING LOGS, BURNING CLEARED BRUSH, DISCHARGING RAINWATER FROM TRENCHES, WELDING PIPE SECTIONS, REFUELING AND MAINTAINING EQUIPMENT SHOULD BE ACCOMPLISHED OUTSIDE OF BUFFERS
- TEMPORARY STABILIZATION & PERMANENT STABILIZATION 25. HAY OR STRAW MULCH MUST BE APPLIED AT 3.0 TONS PER ACRE.
- 26. MULCH WITH MULCH CONTROL NETTING OR EROSION CONTROL BLANKETS MUST BE INSTALLED ON ALL
- 27. STRAW MULCH SHALL BE APPLIED IN LONG STRANDS, NOT CHOPPED OR FINELY BROKEN.
- 28. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMP'S MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROL BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGARDING, RESERVING, REMULCHING, AND RENETTING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENT CONTROL BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
- 29. SEDIMENT REMOVED FROM BMPS SHALL BE DISPOSED OF IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS OR DRAINAGE SWALES AND IMMEDIATELY STABILIZED, OR PLACED IN
- 30. THE OPERATOR SHALL REMOVE FROM THE SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTE IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1 ET DEQ., AND 287.1 ET SEQ. THE CONTRACTOR SHALL NOT ILLEGALLY BURY, DUMP, OR DISCHARGE ANY BUILDING MATERIAL OR WASTES AT THE SITE.
- OTHER ISSUES THAT NEED TO BE ADDRESSED AND PREFERABLY PLACED IN ONE SECTION.
- 31. THE NPDES BOUNDARY IS EQUAL TO THE LIMITS OF DISTURBANCE FOR THE SITE, AND ANY OFF-SITE AREAS WITHIN THE LIMITS OF DISTURBANCE THAT ARE THE RESPONSIBILITY OF THE DEVELOPER TO INSTALL. OFF-SITE FACILITIES SUCH AS: UTILITIES AND ROADWAY IMPROVEMENTS.
- 32. THE PROJECT'S RECEIVING WATERCOURSE IS LITTLE DARBY CREEK, AND THE CHAPTER 93 CLASSIFICATION

#### **MULCHING MATERIALS**

2. WOOD CELLULOSE (HYDROMULCH):

A. MULCHES FOR TEMPORARY AND PERMANENT SEEDED AREAS SHALL BE ONE, OR A COMBINATION, OF THE FOLLOWING:

CURED TO LESS THAN 20% MOISTURE CONTENT BY WEIGHT. EITHER WHEAT OR OAT STRAW, FREE OF WEEDS SHOULD BE PROVIDED CONTAINING NO STEMS OF TOBACCO, SOYBEANS, OR OTHER COARSE OR WOODY MATERIAL.

CONTAINING NO GROWTH OR GERMINATION-INHIBITING SUBSTANCES. GREEN-DYED AND AIR-DRIED. PACKAGES NOT **EXCEEDING 100 POUNDS** 

- MOISTURE CONTENT: 12% ± 3% ORGANIC MATTER (DRY OVEN BASIS):  $98.6\% \pm 0.2\%$ 1.4% ± 0.2% ASH CONTENT: MINIMUM WATER-HOLDING CAPACITY:
- MULCHING SHALL BE PERFORMED IN CONJUNCTION WITH SEEDING AT THE CONCLUSION OF FINISH GRADING OPERATIONS. STRAW SHALL BE PLACED UNIFORMLY IN A CONTINUOUS BLANKET AT A MINIMUM RATE OF THREE TONS PER ACRE (140 POUNDS PER 1000 SQ FT). A MECHANICAL BLOWER MAY BE USED TO APPLY MULCH MATERIAL PROVIDED THE MACHINE HAS BEEN SPECIFICALLY DESIGNED AND APPROVED FOR THIS PURPOSE. MACHINES WHICH CUT MULCH INTO SHORT PIECES WILL NOT BE
- STRAW SHALL BE ANCHORED BY THE USE OF TWINE STAKES, WIRE STAPLES, PAPER OR PLASTIC NETS, EMULSIFIED ASPHALT PROVIDED IT IS APPLIED UNIFORMLY TO THE MULCH AT A RATE OF NOT LESS THAN 31 GALLONS PER 1000 SQUARE YARDS), OR BY OTHER APPROVED METHODS. MULCH OVER TOP SOILED AREAS SHALL BE INCORPORATED INTO THE SOIL BY APPROVED
- WHEN MULCHING BY THE ASPHALT MIX METHOD, APPLY THE MULCH BY BLOWING. SPRAY THE ASPHALT BINDER MATERIAL INTO THE MULCH AS IT LEAVES THE BLOWER. APPLY THE BINDER TO THE MULCH IN THE PROPORTION OF 1.5 TO 2.0 GALLONS PER 45 POUNDS OF MULCH. PROTECT STRUCTURES, PAVEMENTS, CURBS, AND WALLS TO PREVENT ASPHALT STAINING. ERECT WARNING SIGNS AND BARRICADES AT INTERVALS OF 50 FEET OR LESS ALONG THE PERIMETER OF THE MULCHED AREA. DO NOT SPRAY ASPHALT AND CHEMICAL MULCH BINDERS ONTO ANY AREA WITHIN 100 FEET OF A STREAM OR OTHER BODY OF
- APPLY WOOD CELLULOSE FIBER HYDRAULICALLY AT A RATE OF 47 POUNDS PER 1000 SQUARE FEET. INCORPORATE AS AN INTEGRAL PART OF THE HYDROSEED SLURRY AFTER SEED AND SOIL SUPPLEMENTS HAVE BEEN THOROUGHLY MIXED.
- F. POLYMERIC TACKIFIER SHOULD BE USED WITH MULCH ON SLOPES GREATER THAN 5%.
- MULCH ON SLOPES OF 8% OR STEEPER SHOULD BE HELD IN PLACE WITH NETTING. NETTING SHOULD BE STAPLED OVER MULCH IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
- THOROUGHLY WATER MULCH AND SEED BED IMMEDIATELY AFTER COMPLETION OF MULCHING. SOIL SHALL BE MOISTENED TO A DEPTH OF NOT LESS THAN 4".

#### **SOIL RESOLUTIONS:**

#### TOPSOIL SHALL BE FERTILIZED PRIOR TO SEEDING.

ACIDIC SOILS - TOPSOIL SHALL BE TESTED FOR PH AND LIMED TO OBTAINED A PH OF 7.0 TO 7.5.

WET SOILS - TRENCHES SHALL BE PUMPED TO KEEP THEM DRY. PUMPED WATER SHALL BE FILTERED THROUGH A SEDIMENT FILTER

WINTER GRADING - WINTER GRADING SHALL BE DONE IN A CAREFUL MANNER. EXTRA STABILIZATION METHODS MAY BE NEEDED TO STABILIZE DISTURBED EARTH UNTIL THE GROWING SEASON. SOIL AMENDMENTS FOR PERMANENT SEEDING

SAMPLES OF EXISTING OR FURNISHED TOPSOIL SHALL BE PROVIDED BY THE CONTRACTOR FOR LABORATORY ANALYSIS. THE CONTRACTOR SHALL OBTAIN A SOIL TESTING KIT FROM THE COUNTY COOPERATIVE EXTENSION SERVICE AND FOLLOW THE INSTRUCTIONS CONTAINED THEREIN. SOIL TESTS SHALL BE MADE, SEPARATELY, FOR EACH SOURCE O TOPSOIL. SOIL SAMPLES SHALL BE TESTED BY THE PENNSYLVANIA STATE UNIVERSITY TESTING LABORATORY OR OTHER QUALIFIED TESTING LABORATORY. SOIL TEST REPORTS SHALL BE SUBMITTED TO BUREAU OF SOIL AND WATER CONSERVATION. (COUNTY CONSERVATION INSTITUTION).

THE CONTRACTOR SHALL CONDITION THE SOIL AS RECOMMENDED BY THE TESTING LABORATORY PRIOR TO SEEDING OR

GROUND LIMESTONE AND FERTILIZER MIX MAY BE MODIFIED AND APPLIED AT THE RATE RECOMMENDED BY THE TEST

MINIMUM STANDARD FOR LIMESTONE AND FERTILIZER (IF A SOIL TEST IS NOT PERFORMED) LIMESTONE SHALL BE APPLIED AT THE RATE OF 6 TONS PER ACRE. FERTILIZER SHALL BE APPLIED AT THE RATE OF 1000 POUNDS OF

#### TOPSOIL REQUIRED

SOIL AMENDMENTS FOR TEMPORARY SEEDING MIN DEPTH - 6" APPLY AGRICULTURAL-GRADE LIMESTONE AT THE RATE OF 800 POUNDS pH 6 - 8 ORGANIC - 2.5-4.0% PER 1.000 S.Y. PLUS FERTILIZER AT THE RATE OF 140 POUNDS PER 1.000 S.Y. AND WORK IN WHERE POSSIBLE. AFTER SEEDING, MULCH WITH HAY OR

NITRATE NITROGEN - 100 LB. ACRE/MIN PHOSPHOROUS - 200 LB. ACRE/MIN POTASSIUM - 200 LB. ACRE/MIN

#### **CONSTRUCTION SEQUENCE:**

- 1. AT LEAST 7 DAYS PRIOR TO ANY EARTH DISTURBANCE ACTIVITIES (INCLUDING CLEARING AND GRUBBING), THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE MUNICIPAL OFFICIALS, E&SPC PLAN PREPARER, PCSM PLAN PREPARER, AND A REPRESENTATIVE FROM THE AUTHORIZED COUNTY CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING
- 2. UPON INSTALLATION OR STABILIZATION OF ALL THE PERIMETER SEDIMENT CONTROL BMP(S) AND AT LEAST 3 DAYS PRIOR TO PROCEEDING WITH THE BULK EARTH DISTURBANCE ACTIVITIES, THE PERMITEE OR CO-PERMITTEE SHOULD PROVIDE NOTIFICATION TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OR AUTHORIZED COUNTY CONSERVATION DISTRICT.
- 3. AT LEAST 3 DAYS PRIOR TO STARTING EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY MARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE CONTACTED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING
- 4. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THIS CONSTRUCTION SEQUENCE. DEVIATION FROM THIS MUST BE APPROVED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OR AUTHORIZED COUNTY CONSERVATION DISTRICT PRIOR TO IMPLEMENTATION. EACH STEP OF THE SEQUENCE SHALL BE COMPLETED BEFORE PROCEEDING TO THE NEXT STEP, EXCEPT WHERE NOTED.
- 5. <u>UPON\_TEMPORARY\_CESSATION\_OF\_WORK\_(4\_DAYS\_OR\_MORE.\_OR\_AS\_SOON\_AS\_FINAL\_GRADING\_HAS\_BEEN\_COMPLETED).</u>
  IMMEDIATE\_STABILIZATION\_SHOULD\_COMMENCE.
- 6. FIELD-MARK LIMITS OF EARTH DISTURBANCE.
- 7. INSTALL INLET FILTER BAG PROTECTION AT SPECIFIED LOCATIONS.
- 8. TREE PROTECTION SHOULD ANY EXISTING MABLE VEGETATION WITHIN THE MORRIS ROAD LIMIT OF DISTURBANCE BE IRREPARABLY DAMAGED DURING SITE PREPARATION ACTIVITIES AND AS A CONSEQUENCE THEREOF. DIE WITHIN TWO YEARS OF THE CONCLUSION OF SITE PREPARATION ACTIVITIES. SUCH TREES SHALL BE REPLACED.
- 9. DEMOLISH (REMOVE) TREES, CURB, AND SIDEWALK.
- 10. INSTALL TREES, CURB, AND SIDEWALK.
- 11. PLACE PERMANENT VEGETATIVE STABILIZATION.
- 12. REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED. PERMANENT STABILIZATION IN GRASSED AREAS IS CONSIDERED UNIFORM 70% PERENNIAL VEGETATIVE COVER OVER THE ENTIRE DISTURBED AREA, AND TEMPORARY PAVING OR SUBBASE ARE ACCEPTABLE FOR PAVED AREAS. CLEAN FILL AND ENVIRONMENTAL DUE DILIGENCE NOTES:

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).

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.

ENVIRONMENTAL DUE DILIGENCE: 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 QUESTIONNAIRES, 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

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.

#### GRASS SEED MIX (SEE TABLE)

NON-MOWED

ALL AREAS WHICH ARE UNPAVED AND UNPLANTED SHALL BE CONSIDERED GRASS AREAS AND BE SEEDED WITH SPECIFIED MIXTURE, UNLESS SPECIFIED FOR SOD PLACEMENT.

THE PERMANENT AND TEMPORARY SEEDING REQUIREMENTS BELOW ARE THE MINIMUM TO WHICH THE CONTRACTOR SHALL CONFORM AND ARE IN ADDITION TO ANY ADDITIONAL REQUIREMENTS SET FORTH IN THESE SPECIFICATIONS, THE EROSION AND SEDIMENT CONTROL MANUAL (LATEST VERSION INCLUDING CORRECTIONS), AND PENNDOT PUBLICATION 408, SECTION 804.

PERMANENT	SEEDING T	ABLE:		
CONDITION	TOPSOIL (5)	LIME (1)	FERTILIZER (2)	SEED MIX & SOWING RATE (4) (% BY WEIGHT)
ROADSIDE, NON-MOWED	YES	240# PER 1,000 SQ FT	10-20-20	80% KENTUCKY 31 FESCUE 20% PENNLAWN RED FESCUE SOW 21# PER 1,000 SQ. YD. MAR. THRU MAY/AUG THRU SEPT
ROADSIDE MOWED	YES	240# PER 1,000 SQ FT	10-20-20	50% KENTUCKY BLUEGRASS 30% PENNLAWN RED FESCUE 20% PENNFINE PERENNIAL RYEGRASS SOW 21# PER 1,000 SQ YD MAR. THRU MAY/AUG THRU SEPT
BANK AREAS, NON-MOWED	YES	240# PER 1,000 SQ FT	10-20-20	BIRDSFOOT TREFOIL 55% ANNUAL RYEGRASS SOW 9# PER 1,000 SQ YD ANYTIME EXCEPT SEPT THRU OCT
LAWNS	YES	240# PER 1,000 SQ FT	10-20-20	80% TURF TYPE FESCUE (3) 20% PENNFINE PERENNIAL RYEGRASS SOW 52# PER 1,000 SQ YD MAR THRU MAY/AUG THRU SEPT
FIELDS AND PASTURE, NON—CULTIVATED	NO	NO	10-20-20	100% TIMOTHY SOW 9# PER 1,000 SQ YD MAR THRU MAY/AUG THRU SEPT
FIELDS, CULTIVATED	NO	NO	10-20-20	100% ANNUAL RYEGRASS SOW 9# PER 1,000 SQ YD MAR THRU MAY/AUG THRU SEPT
WOODS, SPARSE	NO	NO	10-20-20	100% RED FESCUE SOW 36#/1,000 SQ YD MAR THRU MAY/AUG THRU SEPT
WOODS, DENSE	NO	NO	NO	STABILIZE SOIL WITH BIODEGRADABLE NETTING AND PAPER FABRIC MATERIAL
TEMPORARY	SEEDING T	ABLE::		
CONDITION	TOPSOIL (5)	LIME (1)	FERTILIZER (2)	SEED MIX & SOWING RATE (4) (% BY WEIGHT)
TEMPORARY COVER MAR THRU JUNE	N/A	40# PER 1,000 SQ FT	10-20-20	35% SPRING OATS 35% ANNUAL RYEGRASS 30% KENTUCKY 31 FESCUE

#### SOW 85# PER ACRE (17# PER 1000 SQ YD) TEMPORARY COVER 10-20-20 15% FYI KING KY BI UFGRASS N/A 40% KENTUCKY 31 FESCUE 1.000 SQ F1 45% ANNUAL RYEGRASS SOW 65# PER ACRE (13# PER 1000 SQ YD) TEMPORARY COVER 75% WINTER RYE OR WINTER WHEAT 10-20-20 12% ANNUAL RYEGRASS 10% KENTUCKY 31 FESCUE 3% RED TOP SOW 154# PER ACRE (31# PER 1000 SQ YD) (WINTER WHEAT OR WINTER RYE IN THE MIX = 116 LBS OR 2 BUSHELS)

- (1) UNLESS LESSER RATE INDICATED BY SOILS TESTS.
- FERTILIZER SHALL BE MIN 50% ORGANIC NITROGEN, APPLY AT A RATE OF 25 POUNDS PER 1000 SQUARE FEET FOR PERMANENT RESTORATION AND 12.5 POUNDS FOR 1000 SQUARE FEET FOR TEMPORARY RESTORATION, UNLESS OTHERWISE RECOMMENDED BY THE SEED MANUFACTURER.
- (3) TURF TYPE FESCUE SHALL BE SUPPLIED IN TWO EQUAL PARTS OF DIFFERENT SPECIES.
- (4) SOWING RATES IN ACCORDANCE WITH SEEDING TABLE, UNLESS OTHERWISE RECOMMENDED BY SEED MANUFACTURER.
- (5) <u>TOPSOIL REQUIRED:</u>

MIN DEPTH - 6" pH 6 - 8 ORGANIC - 2.5-4.0% NITRATE NITROGEN - 100 LB. ACRE/MIN PHOSPHOROUS - 200 LB. ACRE/MIN

POTASSIUM - 200 LB. ACRE/MIN

#### MONITORING, INSPECTION, AND REPORTING REQUIREMENTS:

#### VISUAL INSPECTIONS

THE PERMITTEE MUST ENSURE THAT VISUAL SITE INSPECTIONS ARE CONDUCTED WEEKLY, AND WITHIN 24 HOURS AFTER EACH MEASURABLE RAINFALL EVENT THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL THE RECEIPT AND ACKNOWLEDGEMENT OF THE NOT BY THE DEPARTMENT OR AUTHORIZED CONSERVATION DISTRICT. THE VISUAL SITE INSPECTIONS AND REPORTS SHALL BE COMPLETED IN A FORMAT PROVIDED BY THE DEPARTMENT, AND CONDUCTED BY QUALIFIED PERSONNEL, TRAINED AND EXPERIENCED IN EROSION AND SEDIMENT CONTROL, TO ASCERTAIN THAT E&S BMPS AND PCSM BMPS ARE PROPERLY CONSTRUCTED AND MAINTAINED TO EFFECTIVELY MINIMIZE POLLUTION TO THE WATERS OF THIS COMMONWEALTH. A WRITTEN REPORT OF EACH INSPECTION SHALL BE KEPT AND INCLUDE AT A MINIMUM:

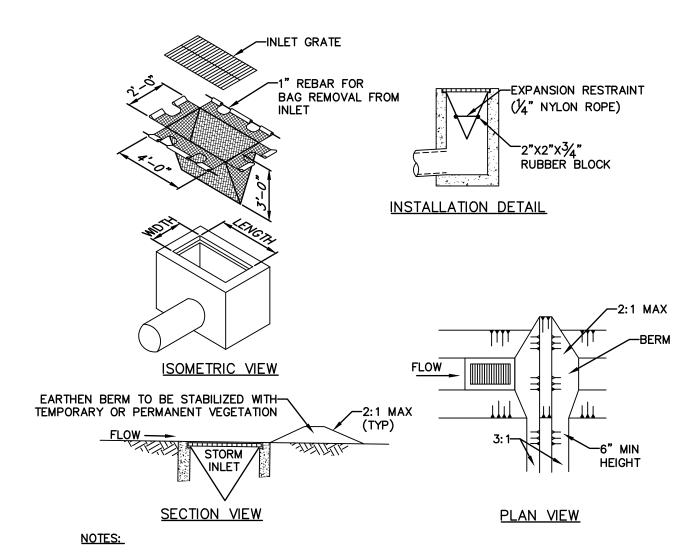
(1) A SUMMARY OF SITE CONDITIONS, E&S BMP AND PCSM BMP, IMPLEMENTATION AND MAINTENANCE AND COMPLIANCE ACTIONS: AND

(2) THE DATE, TIME, NAME AND SIGNATURE OF THE PERSON CONDUCTING THE INSPECTION.

- WHERE E&S. PCSM OR PPC BMPS ARE FOUND TO BE INOPERATIVE OR INEFFECTIVE DURING AN INSPECTION. OR ANY OTHER TIME, THE PERMITTEE SHALL, WITHIN 24 HOURS, CONTACT THE DEPARTMENT OR AUTHORIZED CONSERVATION DISTRICT, BY PHONE OR PERSONAL CONTACT, FOLLOWED BY THE SUBMISSION OF A WRITTEN REPORT WITHIN 5 DAYS OF THE INITIAL CONTACT. NONCOMPLIANCE REPORTS SHALL INCLUDE THE FOLLOWING INFORMATION:
- (1) ANY CONDITION ON THE PROJECT SITE WHICH MAY ENDANGER PUBLIC HEALTH, SAFETY, OR THE ENVIRONMENT, OR INVOLVE INCIDENTS WHICH CAUSE OR THREATEN POLLUTION;
- (2) THE PERIOD OF NONCOMPLIANCE, INCLUDING EXACT DATES AND TIMES AND/OR ANTICIPATED TIME WHEN THE ACTIVITY WILL RETURN TO COMPLIANCE;
- (3) STEPS BEING TAKEN TO REDUCE, ELIMINATE, AND PREVENT RECURRENCE OF THE NONCOMPLIANCE; AND (4) THE DATE OR SCHEDULE OF DATES, AND IDENTIFYING REMEDIES FOR CORRECTING NONCOMPLIANCE CONDITIONS.

#### REDUCTION, LOSS, OR FAILURE OF THE BMPS

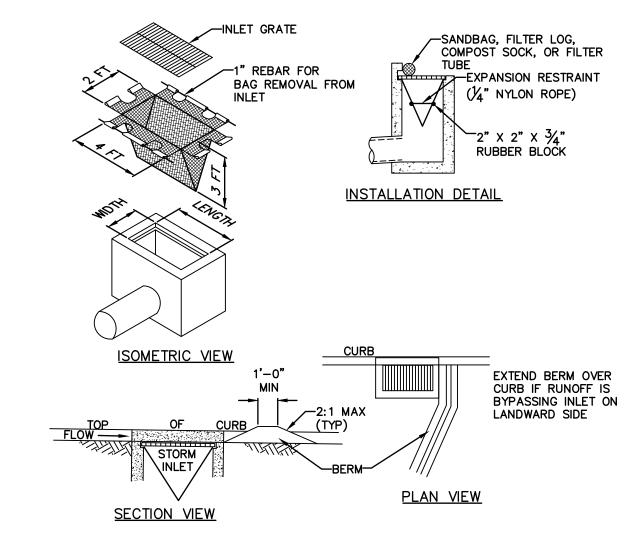
UPON REDUCTION, LOSS, OR FAILURE OF THE BMPS, THE PERMITTEE SHALL TAKE IMMEDIATE ACTION TO RESTORE THE BMPS OR PROVIDE AN ALTERNATIVE METHOD OF TREATMENT. SUCH RESTORED BMPS OR ALTERNATIVE TREATMENT SHALL BE AT LEAST AS EFFECTIVE AS THE ORIGINAL BMPS.



- 1. MAXIMUM DRAINAGE AREA = 1/2 ACRE.
- 2. INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.
- ROLLED EARTHEN BERM IN ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM ON ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. EARTHEN BERM IN CHANNEL SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED OR REMAIN PERMANENTLY.
- 4. AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS., A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.
- 5. INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.
- 6. DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC

FILTER BAG INLET PROTECTION-TYPE M INLET

STANDARD DETAIL 4-16



- MAXIMUM DRAINAGE AREA = 1/2 ACRE.
- INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.
- ROLLED EARTHEN BERM SHALL BE MAINTAINED UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. SIX INCH MINIMUM HEIGHT ASPHALT BERM SHALL BE MAINTAINED UNTIL ROADWAY SURFACE RECEIVES FINAL COAT. AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS, A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.
- INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE OF ACCUMULATED SEDIMENT AS
- DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC

WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.

FILTER BAG INLET PROTECTION — TYPE C INLET

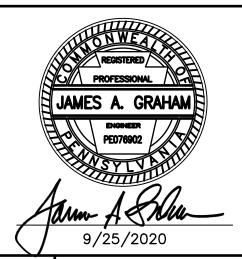
STANDARD DETAIL 4-15

Carroll Engineering Corporation

CORPORATE OFFIC 949 . EASTON . ROAL WARRINGTON, . PA . 1897 PHONE: 2 1 5 . 3 4 3 . 5 7 0 FAX: 2 1 5 . 3 4 3 . 0 8 7 630 Freedom Business Ctr. 3rd Fl. 105 Raider Boulevard, Suite 20

King of Prussia, PA 19406 Hillsborough, NJ 0884 Fax: 908-874-57 101 Lindenwood Drive, Suite 225 Malvern, PA 1935

Phone: 484-875-3075 www.carrollengineering.com



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#### **RESOLUTION NO. 2020-126**

# A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, AWARD OF CONTRACT #B-20-009, FALL TREE PLANTING PROJECT TO ALL SEASONS LANDSCAPING IN THE AMOUNT OF \$88,430.74

*WHEREAS*, Radnor Township's annual Fall Tree Planting Program was publicly bid on Penn BID e-bidding site

*WHEREAS*, the lowest responsible bidder is All Seasons Landscaping in the Amount of \$88,430.74

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Award Contract #B-20-009, Fall Tree Planting Project to All Seasons Landscaping in the Amount of \$88,430.74

**RADNOR TOWNSHIP** 

SO RESOLVED this 9th day of, November A.D., 2020

		By:		
		27.	Name: John Larkin Title: President	
ATTEST:	XX/11'			
	William M. White Manager/Secretary			

## **Radnor Township**

### PROPOSED LEGISLATION

DATE: November 3, 2020

TO: Radnor Township Board of Commissioners

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

CC: William M. White, Township Manager

<u>LEGISLATION:</u> Resolution #2020-126: Award of Contract #B-20-009, Fall Tree Planting Project to All Seasons Landscaping in the Amount of \$88,430.74

**LEGISLATIVE HISTORY:** The Fall Tree Planting Program is an annual program designed to enhance the canopy of Radnor Township, spearheaded by the Shade Tree Commission.

<u>PURPOSE AND EXPLANATION</u>: Earlier this year the Fall Tree Planting Plan was presented to the Commissioners. The 2020 Fall Tree Planting program is the most robust program to date, including the planting of 76 trees in the R.O.W. for residents who signed up for the program, 78 trees in the Wayne Business Overlay District (WBOD), 15 trees at Odorisio Park, and 5 at the Montrose Condominiums. In total, 174 trees will be planted throughout Radnor Township. The project was publicly bid, and All Seasons Landscaping is the lowest responsible bidder.

**IMPLEMENTATION SCHEDULE:** Pending award of the contract by the Commissioners, the contractor will be provided a Notice to Proceed for Melissa Conn, and the trees will be sourced. Planting is to be completed by 12/31/2020, weather permitting.

**FISCAL IMPACT:** The project cost, \$88,430.74, is funded solely by the Shade Tree Commission. The bid tabulation is as follows:

Fall Tree Planting Program; Contract #B-20-011 Bid Tabulation		
Bidder	Bid Amount	
All Seasons Landscaping		
Company, Inc.	\$88,430.74	
Mayfield Gardens, Inc.	\$99,941.00	
Land Tech Enterprises	\$134,400.00	
Holly Days Nursery, Inc	\$151,082.00	

<u>REQUESTED ACTION</u>: I respectfully request the Board of Commissioners Award Contract #B-20-009, Fall Tree Planting Project to All Seasons Landscaping in the Amount of \$88,430.74

#### RADNOR TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

#### ORDINANCE NO. 2020-20

AN ORDINANCE OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA, ENACTING A NEW CHAPTER 176, MOTOR VEHICLE-BRIDGE CRASH REIMBURSEMENT, AUTHORIZING THE COLLECTION OF, AND THE REIMBURSEMENT OF TOWNSHIP AND FIRE DEPARTMENT COSTS OF RESPONSE AND CLEAN UP AFTER TRANSPORTATION AND AUTHORIZING FINES AND PENALTIES

The Board of Commissioners of Radnor Township, upon recommendation of the Radnor Township Police Department, does hereby enact and ordain the following.

WHEREAS, the Board of Commissioners of the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, is empowered to make and adopt Ordinances deemed necessary for proper management, care and control of the Township and its finances and the maintenance of peace, good government and welfare of the Township and its trade, commerce and manufacture, pursuant to Section 1.02 of the Radnor Township Home Rule Charter; and

**WHEREAS,** the Township of Radnor incurs substantial cost in connection with transportation, or environmental accidents which occur in or around elevated rail crossings in the Township; and

WHEREAS, the Board of Commissioners has determined that any person or legal entity who is responsible for such motor vehicle crashes should bear all costs associated with such incident; and

**WHEREAS,** the Board of Commissioners has determined it is in the best interest of the citizens of the Township of Radnor to enact an Ordinance authorizing the recovery of costs incurred by the Township and or Fire companies as a result of transportation or environmental accidents from the person or legal entity responsible for such motor vehicle crashes.

**NOW THEREFORE,** the Board of Commissioners of the Township of Radnor does hereby enact and ordain the following Ordinance:

#### ARTICLE I MOTOR VEHICLE-BRIDGE CRASH REIMBURSEMENT

The Radnor Township Code is hereby amended by adding a new Chapter 176, Motor Vehicle-Bridge Crash Reimbursement that shall read as follows:

#### CHAPTER 176: MOTOR VEHICLE-BRIDGE CRASH REIMBURSEMENT

#### §176-1 Authority, Findings and Purpose

- A. <u>Authority</u> Under §§161 and 164(6) of the Home Rule Charter and Optional Plans Law, and §1.02 of the Radnor Township Home Rule Charter, the Township has the authority to make rules and regulation for the governing of police, fire, and other emergency services located and/or operating within the Township.
- B. <u>Findings</u> The Township recognizes that police, fire and emergency management companies respond to all motor vehicle crashes in the Township, incurring costs in response, cleanup and repair activities. Secondly, the Township contains ten rail crossing bridges and eight pedestrian bridges which span public roads and which have been stuck on multiple occasions causing damage to the roadways and creating hazardous conditions.
- C. <u>Purpose</u> To grant the Township and any Fire Company operating in Radnor Township the authority to seek reimbursement for the reasonable cost of responding to vehicle strikes of Radnor Bridges as defined in this Chapter.

#### §176-2 Definitions

- A. <u>Motor Vehicle-Bridge Crash</u>— Any incident that occurs during the transportation of people or material under a Radnor Bridge resulting in a crash which is and/or results in a danger to, a threat to, and/or possible harm to the public health, safety, and welfare, and that necessitates:
  - (1) The intervention of a Fire Company, the Radnor Township Police Department, the Radnor Township Public Works Department, and/or any other Radnor Township employees or consultants; and/or
  - (2) Fire Company and/or Radnor Township personnel/employees/contractors to clean-up debris and/or spills, undertake abatement measures, and/or repair/renovate/replace damaged public infrastructure.
- B. <u>Business</u> Any person or persons, corporation or partnership, or other entity engaged in the buying, selling, storing, transferring, transporting, and/or manufacturing of materials, substances, merchandise, chemicals, fuels, equipment, items, or other goods, for money and/or other means of compensation for the purpose, stated or otherwise, of realizing a profit and/or other gains.
- C. <u>Public Thoroughfare</u> State, County, and Township bridges, culverts, highways, and streets; any navigable waterway; or any other roadway or water course owned by a governmental unit.

- D. <u>Fire Company</u> Any fire company, emergency management squad, or rescue squad operating within Radnor Township.
- E. <u>Radnor Bridge</u> All rail crossing bridges and pedestrian bridges containing underpasses for vehicular traffic\_including:
  - (1) Landover Rd.
  - (2) Aldwyn Ln.
  - (3) Conestoga Rd. (900 block)
  - (4) Roberts Rd.
  - (5) S. Ithan Ave.
  - (6) N. Ithan Ave.
  - (7) King of Prussia Rd.
  - (8) Chamounix Rd.
  - (9) N. Aberdeen Ave.
  - (10) N. Wayne Ave.
  - (11) Old Sugartown Rd.
  - (12) S. Devon Ave.
  - (13) W. Wayne Ave.
  - (14) Maplewood Ave.
  - (15) Brooke Rd.
  - (16) Church Rd.
  - (17) Conestoga Rd. (@ Brookside Ave.)
  - (18) E. Lancaster Ave. (St. Thomas Way Bridge)

#### §176-3 Cost of Motor Vehicle-Bridge Crash

- A. A Business or person which strikes a Radnor Bridge while travelling through Radnor Township shall bear all costs that arise as a direct or consequential result of such crash. A person, entity or other Business, which owns or had custody and/or control of the vehicle and/or material involved in the Motor Vehicle-Bridge Crash, shall bear all costs that occur as a direct or consequential result of such crash. Nothing contained herein shall prevent such Business, person or entity from recovering any incurred or subsequent costs from a third party whose negligence may have caused such crash.
- B. In the event that any Business, person, or other entity undertakes, either voluntarily or upon order of the Radnor Township Police or other Township Official, to clean up or abate the effect of a Motor Vehicle-Bridge Crash, Radnor Township may take such action as is necessary to supervise or verify the adequacy of the clean up or abatement. The Business person or entity shall be liable to the Township for all costs incurred as a result of such supervision or verification.
- C. For the purpose of this Chapter, reimbursement costs of a Motor Vehicle-Bridge Crash shall include, but are not limited to, the following:

- (1) Expenses incurred by any police, fire, and/or emergency medical services, including, but not limited to the Township Police Department and the Fire Company, in connection with the Bridge Crash.
- (2) Actual labor costs of Radnor Township personnel, including benefits and administrative overhead incurred in response to the Bridge Crash.
- (3) Costs of consultants or others preparing reports concerning the Bridge Crash.
- (4) Costs of equipment operations and rental used in response to the Bridge Crash.
- (5) Costs of materials obtained directly by the Township and used in response to the Bridge Crash.
- (6) Damages to any Township owned infrastructure, including but not limited to roads, signs, poles, buildings, structures, parking meters, and the like.
- D. The calculation of the actual costs of a Bridge Crash as set forth in this Section shall be determined by the Township Manager or his/her designee.
- E. The reimbursement of all costs of a Bridge Crash as set forth in this Section shall be paid directly to the Township within thirty (30) days from the date on which the Township issues an invoice for such costs. Failure to make payment within thirty (30) days shall constitute a violation of this Chapter.

#### 176-4 Fines and Penalties

- A. In addition to the reimbursement costs described in this Chapter, each person, Business or entity responsible for damage to a Radnor Bridge shall be fined \$1,500.00. Each subsequent offense shall be a fine of \$2,500.00.
- B. All fines shall be paid within 30 days of issuance by the Township. Failure to pay such fines or reimbursement shall be a violation of this Chapter enforceable in District Justice Court, which may include costs of prosecution and attorney's fees.

#### **ARTICLE II** REPEALER.

All ordinance or parts of ordinances which are inconsistent herewith are hereby repealed.

#### ARTICLE III SEVERABILITY.

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or part of this Ordinance. It is hereby declared as the intent of the Board of Commissioners of Radnor Township, that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

#### ARTICLE IV EFFECTIVE DATE.

William White, Township Secretary

ARTICLE IV EFFECTIVE DATE.			
This Ordinance shall become effective in Township.	accorda	nce with the Home Rule	Charter of Radnor
ENACTED and ORDAINED this	day of _		, 2020.
		RADNOR TOWNSHIP	
ATTEST:	Ву:	Name: Jack Larkin Title: President	

#### **ORDINANCE NO. 2020- 21**

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA APPROVING A CABLE FRANCHISE AGREEMENT FOR A TEN YEAR TERM BETWEEN RADNOR TOANSHIP AND COMCAST OF SOUTHEASTERN PENNSYLVANIA, LLC

WHEREAS, Radnor Township has negotiated a new cable franchise agreement with Comcast of Southeastern Pennsylvania LLC; and

WHEREAS, the Radnor Township Home Rule Charter, Section 3.01 E., requires all franchise agreements to be approved by ordinance

**NOW, THEREFORE,** be it hereby **ENACTED** and **ORDAINED** that the Radnor Township Board of Commissioners hereby approve the Agreement for a ten year term with Comcast of Southeastern Pennsylvania, LLC, a copy of which is attached hereto and incorporated herein as Exhibit "A".

ENACTED AND ORDAINED this	day of, 2020.		
	RA	DNOR TOWNSHIP	
		me: Jack Larkin le: President	
ATTEST: William White, Secretary			

### **CABLE FRANCHISE AGREEMENT**

### **BETWEEN**

### **RADNOR TOWNSHIP**

### **AND**

### COMCAST OF SOUTHEASTERN PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group 413 South Main Street Pittsburgh, PA 15215 Phone: (412) 447-0130 www.cohenlawgroup.org

### **TABLE OF CONTENTS**

			Page
SECTION 1	DEFI	NITIONS	2
SECTION 2	GRA	NT OF FRANCHISE	5
	2.1	CDANIT OF ALITHODITY	_
	2.1	GRANT OF AUTHORITY	
	2.2	TERM OF FRANCHISE	
	2.3	REPRESENTATIONS AND WARRANTIES	
	2.4	NON-EXCLUSIVITY	0
	2.5	FRANCHISE SUBJECT TO FEDERAL, STATE	_
	2.6	AND LOCAL LAWS	0
	2.6	COMPETITIVE EQUITY	
SECTION 3	SYST	TEM CONSTRUCTION, OPERATION AND	
	MAI	NTENANCE	7
	3.1	TECHNICAL REQUIREMENT	7
	3.2	AREA TO BE SERVED	7
	3.3	CABLE SYSTEM SPECIFICATIONS	
	3.4	SYSTEM TESTS	
	3.5	EMERGENCY ALERT SYSTEM	
	3.6	SERVICES FOR SUBSCRIBERS WITH	
	5.0	DISABILITIES	Q
	3.7	SERVICE TO MULTIPLE DWELLING	,,,,,,,
	5.7	UNITS ("MDU'S")	9
	3.8	REPAIRS AND RESTORATION	9
	3.9	SERVICE AREA MAPS	
	3.10	DISCONNECTION AND RELOCATION	
	3.11	EMERGENCY REMOVAL OF EQUIPMENT	11
	3.12	TREE TRIMMING	11
	3.13	CHANNEL CAPACITY	11
	3.14	BROADCAST CHANNELS	11
	3.15	SIGNAL SCRAMBLING	
	3.16	CONTINUITY OF SERVICE	12
SECTION 4	SUBS	SCRIBER SERVICE STANDARDS	12
	4.1	OFFICE HOURS AND TELEPHONE	
	. =	AVAILABILITY	12
	4.2	INSTALLATIONS AND SERVICE CALLS	
	4.3	NOTICES	
	4.4	BILLING	14
	4.5	SUBSCRIBER COMPLAINT PROCEDURES	14
	4.6	DISCONNECTION	15

	4.7	SERVICE INTERRUPTIONS	15
	4.8	PRIVACY	16
SECTION 5	REG	GULATION BY THE TOWNSHIP	16
	5 1	DIGHT TO DISDECT	16
	5.1	RIGHT TO INSPECTRIGHT TO CONDUCT COMPLIANCE REVIEW	10 1 <i>7</i>
	5.2		
	5.3	RESERVED AUTHORITY	1 / 1.77
	5.4	POLICE POWERS	1 /
	5.5	NO LIMITATION ON TAXING OR	1.77
		FEE AUTHORITY	
	5.6	PERMITS	
	5.7	REPORTING	18
SECTION 6	CON	MPENSATION TO THE TOWNSHIP	18
	6.1	FRANCHISE FEES	18
	6.2	QUARTERLY PAYMENTS	19
	6.3	QUARTERLY REPORTS	19
	6.4	FRANCHISE FEE REVIEW	
	6.5	BUNDLED SERVICES	
SECTION 7	SER	VICES TO THE COMMUNITY	20
	7.1	SERVICES TO COMMUNITY FACILITIES	20
	7.2	PUBLIC, EDUCATIONAL AND GOVERNMENTAL	
		(PEG) CHANNELS	21
	7.3	PEG CAPITAL GRANT	23
SECTION 8	ENF	ORCEMENT, INSURANCE AND INDEMNIFICATION	24
	8.1	VIOLATIONS AND OPPORTUNITY TO CURE	24
	8.2	LIQUIDATED DAMAGES	24
	8.3	REVOCATION	25
	8.4	PERFORMANCE BOND	25
	8.5	INSURANCE	26
	8.6	INDEMNIFICATION	
SECTION 9	MISCE	LLANEOUS	27
	9.1	FORCE MAJEURE	27
	9.2	REMOVAL OF SYSTEM	27
	9.3	NOTICES	
	9.4	EQUAL EMPLOYMENT OPPORTUNITY	
	9.5	CAPTIONS	
	9.6	GOVERNING LAW: VENUE	29

9.7	TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL	29
9.8	ENTIRE AGREEMENT	30
9.9	SEPARABILITY	30
	NO WAIVER OF RIGHTS	
	CHANGE OF LAW	
9.12	COMPLIANCE WITH LAWS	30
9.13	NO THIRD PARTY BENEFICIARIES	31
	APPLICABILITY OF AGREEMENT	
· · · ·	THI DICTIBLE TO THE PROPERTY OF THE PROPERTY O	

EXHIBIT A: LOCATIONS FOR CABLE TELEVISION SERVICE

#### **CABLE FRANCHISE AGREEMENT**

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is by and between Radnor Township, a municipality located in Delaware County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Southeastern Pennsylvania, LLC (hereinafter referred to as "Comcast").

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated May 1, 1998; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the Township's public rights-of-ways as provided by federal law, obtain the use of public, educational and governmental channels, establish certain reporting requirements, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

**NOW THEREFORE,** in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

# SECTION 1 DEFINITIONS

The following terms used in this franchise shall have the following meanings:

- (a) Affiliated Entity Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeastern Pennsylvania, LLC, but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.
- (b) <u>Basic Service</u> The service tier that includes at least the retransmission of local broadcast television signals.
- (c) <u>Cable Act</u> Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.
- (d) <u>Cable Service or Service</u> The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (e) <u>Cable System or System</u> A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;
- (f) <u>Channel</u> A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.
- (g) <u>Complaint</u> Any written (including electronic) by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.
- (h) <u>Communications Act</u> The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

- (i) <u>Drop</u> The coaxial or fiber optic or other cable that connects a home or building to the Cable System.
- (j) <u>Emergency</u> A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.
  - (k) FCC Federal Communications Commission.
- (l) Force Majeure Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; pandemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.
- (m) <u>Franchise</u> The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.
- (n) <u>Franchise Fee</u> The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.
- (o) <u>Gross Revenues</u> All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:
  - (1) Basic Service fees;
  - (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
  - (3) fees charged for premium Cable Services;
  - (4) fees for all digital video tiers;
  - (5) fees for video-on-demand;
  - (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
  - (7) revenue from the provision of any other Cable Services;
  - (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
  - (9) fees for changing any level of Cable Service programming;
  - (10) fees for service calls pertaining to Cable Services;
  - (11) inside wire maintenance fees for Cable Services;
  - (12) service plan protection fees for Cable Services;
  - (13) convenience fees;

- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices:
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

- (p) <u>HD</u> High definition format.
- (q) <u>Leased Access or Commercial Access Channel</u> Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.
- (r) <u>Multiple Dwelling Units or MDU's</u> Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.
- (s) <u>Normal Business Hours</u> Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.
- (t) <u>Normal Operating Conditions</u> Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

- (u) Outlet An interior receptacle that connects a television set to the Cable System.
- (v) <u>PEG Channels</u> Public, Educational and/or Governmental Channels that consists of local public, educational and/or governmental programming.
- (w) <u>Public Buildings</u> shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.
- (x) <u>Public Rights-of-Way</u> The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.
- (y) <u>Programming</u> Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.
  - (z) Service Interruption The loss of picture or sound on all Cable Service channels.
- (aa) <u>Subscriber</u> A person or entity who contracts with Comcast for, and lawfully receives Cable Service distributed by the Cable System.

# SECTION 2 GRANT OF FRANCHISE

#### 2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

#### 2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

#### 2.3 REPRESENTATIONS AND WARRANTIES

Comcast represents, warrants and acknowledges that, as of the Effective Date:

- (a) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;
- (b) Comcast has the requisite approval from the applicable federal and state agencies;
- (c) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;
- (d) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

#### 2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

### 2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolutions of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

#### 2.6 COMPETITIVE EQUITY

- (a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.
- (b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide

Comcast with such competitive equity.

(c) In the event an application for a new Franchise, renewal Franchise, or other similar agreement for Cable Service is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

# SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

#### 3.1 TECHNICAL REQUIREMENT

- (a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.
- (b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

#### 3.2 AREA TO BE SERVED

Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service, provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

- (b) Any dwelling unit within two hundred (200) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of two hundred (200) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond two hundred (200) feet for aerial installations.
- (c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.
- (d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Township for such funds. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

#### 3.3 <u>CABLE SYSTEM SPECIFICATIONS</u>

- (a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.
- (b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

#### 3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

#### 3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

#### 3.6 <u>SERVICES FOR SUBSCRIBERS WITH DISABILITIES</u>

Comcast shall comply with all applicable federal regulations, including the Cable Act, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

#### 3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

#### 3.8 REPAIRS AND RESTORATION

- (a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.
- (b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days of the completion of the damage occurrence, weather permitting.
- (c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal,

state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

- (d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).
- (e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.
- (f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with the applicable technical requirements in Section 3.1 and applicable law. Comcast shall correct any unsafe or unsuitable condition or any lines and/or equipment that are not in good order or repair within twenty (20) business days after receiving written notice from the Township.

#### 3.9 SERVICE AREA MAPS

Upon thirty (30) days written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

#### 3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, particularly in regards to any possible reimbursement of costs by the Commonwealth or federal government.

#### 3.11 EMERGENCY REMOVAL OF EQUIPMENT

- (a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.
- (b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

#### 3.12 TREE TRIMMING

- (a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.
- (b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(j), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

#### 3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

#### 3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any and all Public, Educational and Governmental Channels pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

#### 3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

#### 3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

# SECTION 4 SUBSCRIBER SERVICE STANDARDS

#### 4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

- (a) Comcast shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.
- (b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.
- (c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report the results to the Township.

#### 4.2 INSTALLATIONS AND SERVICE CALLS

- (a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.
- (b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to two hundred (200) feet from the existing main distribution line.
- (c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.
- (d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

#### 4.3 NOTICES

- (a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:
  - (1) Products and services offered;
  - (2) Prices and options for programming services and conditions of subscription to programming and other services;
  - (3) Channel positions of programming carried on the Cable System;
  - (4) Installation and service maintenance policies;
  - (5) Instructions on how to use the Cable Service and any converters;
  - (6) Billing and Subscriber complaint procedures;

- (7) A notice of Subscriber privacy rights as required by federal law.
- (b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.
- (c) The written notices required by this section may be provided electronically and by any other reasonable means through which notifications are provided to customers.

#### 4.4 BILLING

- (a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.
- (b) The Township hereby requests that Comcast omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

#### 4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

- (a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.
- (b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).
- (c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:
  - (1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

- (2) The Subscriber pays all undisputed charges;
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and
- (4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.
- (d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

#### 4.6 <u>DISCONNECTION</u>

Comcast may disconnect or terminate a Subscriber's service for cause:

- (a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and
- (b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and
  - (c) If there is no pending written dispute with Comcast regarding the bill; or
- (d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

#### 4.7 SERVICE INTERRUPTIONS

- (a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.
- (b) Under Normal Operating Conditions, in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

#### 4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

# SECTION 5 REGULATION BY THE TOWNSHIP

#### 5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

- (a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.
- (b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.
- Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

#### 5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged noncompliance issues that result from the compliance review.

#### 5.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

#### 5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

#### 5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

#### 5.6 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

#### 5.7 **REPORTING**

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

#### (a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and within thirty (30) days of a written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of Complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

#### (b) Government Reports

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

# SECTION 6 COMPENSATION TO THE TOWNSHIP

#### 6.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the

Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

#### 6.2 **QUARTERLY PAYMENTS**

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by *The Wall Street Journal*, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

#### 6.3 **QUARTERLY REPORTS**

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

#### 6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information,

the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review or audit shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review or audit shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success-based formula, e.g. payment based upon underpayment of fees, if any.

#### 6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

# SECTION 7 SERVICES TO THE COMMUNITY

#### 7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Comcast will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Comcast shall notify the Township in writing regarding the amount of the monthly service fee for each account based on fair market value. The Township shall then notify Comcast, within thirty (30) days of receiving the notice from Comcast, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Township may upgrade the level of cable service received at then current rate card prices for the higher level of service. The Township may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the Franchise Fee.

- (b) In the event the FCC's 2019 Third Report and Order in the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final, within thirty (30) days of the result becoming final, Comcast will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of Cable Service, outlets, or service locations ordered by the Township shall continue to be subject to standard rates.
- (c) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon ninety (90) days' written notice to Comcast, provided that the new location is within two hundred (200) feet of existing Comcast cable distribution plant.

#### 7.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNELS

- (a) Comcast shall continue to make available to the Township the use of one Public Access ("P") Channel, one Educational ("E") Channel, and one Governmental ("G") Channel in accordance with Section 611 of the Cable Act. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the PEG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. In accordance with applicable law, Comcast shall not exercise any editorial control over PEG Channel programming, but may refuse to transmit any Public Access program or portion of a Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. Comcast shall cablecast the activated PEG Channels so that they may be received by all Comcast Subscribers in the Township.
- (b) To enable the Township to utilize the PEG Channels, Comcast shall continue to maintain PEG Access return lines, including activation equipment capable of transmitting high quality video and audio between the video origination locations and the Comcast headend such that live programming can originate from such locations and be distributed via the Cable System to Subscribers in the Township. These return lines and equipment shall be collectively known as the "Return Lines." As of the Effective Date, the PEG Channel origination sites are located at the Radnor Township Municipal Building (301 Iven Avenue, Wayne, PA), Radnor High School (130 King of Prussia Road, Radnor, PA) and Radnor Studio 21, Inc. (110 West Lancaster Avenue, Wayne, PA). Comcast shall determine the engineering solution necessary to allow distribution of the PEG Channel programming, via the Cable System, to Subscribers in the Township.
- (c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the PEG Channels so long as the Township provides Comcast with access to such locations and access to the PEG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation sites for further processing and distribution to Subscribers. Comcast shall maintain the PEG Channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable System, except that it shall not be responsible for the technical signal quality of programming produced by any PEG channel programmer.

- (d) The Township and Comcast further agree that all costs incurred by Comcast for supporting such PEG Channels, including any and all equipment, and PEG capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.
- (e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the PEG Channels. The Township and Comcast agree to work cooperatively in implementing the PEG Channels through such means and in such manner as shall be mutually satisfactory.
- (f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township's expense, relocate the PEG origination site and the associated Return Line as follows: (i) Comcast's obligation shall be subject to the same terms and conditions that apply to the original PEG origination site in this Section; and (ii) the Township shall provide access to such site at least ninety (90) days prior to anticipated use of the new PEG origination site. The timeline for relocation of the PEG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.
- (g) In the event the Township or its designee does not program any PEG Channel, Comcast may request the use of this channel subject to written approval by the Township. If the Township approves Comcast's use of a PEG Channel and, subsequent to such approval, the Township requests the utilization of the PEG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or governmental use.
- (h) Comcast shall use its best efforts to maintain the channel assignments for the current PEG Channels as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any PEG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Township thirty (30) days advance written notice of any change in PEG Channel assignments.

#### (i) HD Access Channel

- (1) Within ninety days (90) days of the Effective Date, Radnor Township shall notify Comcast to which one (1) PEG channel will be upgraded from SD to HD.
- (2) Within one hundred eighty (180) days of the receiving notice for the HD channel request, Comcast shall distribute one PEG Access Channel in HD format. Comcast shall carry all components of the HD Channel signals provided by the designated access provider including, but not limited to, closed captioning, stereo audio and other elements associated with the programming. Comcast may implement HD carriage of the PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the viewer that is substantially equivalent to similar commercial HD

channels carried on the Cable System. The designated access provider shall be responsible for providing the Access Channel signals in an HD format consistent with Comcast's technology to the demarcation point at the designated point of origination for the Access Channels.

Provided the Township or its designee provides the channel signal to Comcast in HD format, Comcast shall, at its own cost and expense, provide all necessary equipment including HD encoders or its equivalent at the designated access provider channel origination point, and at its headend and hubs, or similar distribution facilities necessary to deliver the Access Channel in HD format to Subscribers. The demarcation point for purposes of maintenance responsibility shall be at the input of the encoder at the access channel origination location. Comcast shall pay for the cost of any necessary upgrades to the Return Line for HD carriage implementation. Such upgrade costs qualify as capital costs for PEG Facilities within the meaning of the Cable Act 47 U.S.C. Section 542(g)(2)(C) and Comcast reserves it rights to designate as a "cost of franchise requirements" or "external cost" as defined by the FCC and pass these costs through to Subscribers in accordance with applicable law.

(3) Thirty-six (36) months after the launch of an HD access Channel and upon thirty (30) days' written notice to the Township, Comcast shall have the right to reclaim one (1) of the SD Access Channels.

#### 7.3 PEG CAPITAL GRANT

- (a) Within ninety (90) days of the Effective Date, Comcast shall implement the collection of a PEG Capital fee from Subscribers, which fee shall be used to provide a grant to the Township. Such grant shall be used for capital costs associated with the production and distribution of PEG channel programming. The Township shall require that the use of the PEG capital grant is consistent with federal law. The PEG Capital fee collected from Subscribers and grant to the Township provided by Comcast shall be in the amount equal to 1.75% of Gross Revenues received from the operation of the Cable System to provide Cable Service in the Township to be used for capital expenses related to the PEG Channels. Once implemented, such grant shall be paid to the Township on a quarterly basis on or before the same due dates as the payment of Franchise Fees pursuant to Section 6.1 of this Agreement. Comcast and the Township agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and passed through to Subscribers in accordance with applicable law.
- (b) Other than the PEG Channel support specifically agreed to in this Agreement in Section 7.3 PEG Capital Grant and in Section 7.2 PEG Channels, Comcast shall have no further financial or operational responsibility for Township or its designated access provider's studio and shall not be required to provide technical or production staff, in-kind support, purchase, obtain or lease equipment or studio facilities for PEG channel programming, building upkeep and utilities expense, nor reimburse the costs of any other related access programming activities.
- (c) If the Township allocates the PEG Capital Support Grant to a third-party PEG Access operator or management entity in the Township, such operator shall be responsible via a separate agreement with the Township to report how all such funding was spent. Franchisee reserves the right to recover any or all of its PEG Capital Support grant if used for non-Capital

# SECTION 8 ENFORCEMENT, INSURANCE AND INDEMINIFICATION

#### 8.1 VIOLATIONS AND OPPORTUNITY TO CURE

- (a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.
- (b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.
- (c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages or any other right or remedy in accordance with this Section 8.

#### 8.2 LIQUIDATED DAMAGES

- (a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred and Fifty Dollars (\$250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast but shall be in addition to such specific performance.
- (b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

#### 8.3 REVOCATION

- (a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:
  - (1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;
  - (2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;
  - (3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;
- (b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 1(l). Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.
- of Commissioners after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this Franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

#### 8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

#### 8.5 **INSURANCE**

- (a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:
  - (1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.
  - (2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).
  - (3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.
  - (4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.
- (b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.
- (c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.
- (d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

#### 8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees,

arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

#### SECTION 9 MISCELLANEOUS

#### 9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

#### 9.2 REMOVAL OF SYSTEM

- (a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.
- (b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.
- (c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

#### 9.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, by reputable overnight courier service or electronic mail and addressed to:

Radnor Township 301 Iven Avenue Radnor, PA 19087 Attention: Township Manager

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeastern Pennsylvania, LLC
110 Springbrooke Blvd
Aston, PA 19014
Attention: Government Affairs Department

With copies to:

One Comcast Center 1701 John F. Kennedy Boulevard Philadelphia, PA 19103-2838 Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### 9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

#### 9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

#### 9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Delaware, or in the United States District Court for the Eastern District of Pennsylvania.

#### 9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

- (a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.
- (b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.
- (c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.
- (d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.
- (e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.
- (f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

#### 9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

#### 9.9 **SEPARABILITY**

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

#### 9.10 NO WAIVER OF RIGHTS

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

#### 9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

#### 9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

#### 9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

#### 9.14 APPLICABILITY OF AGREEMENT

	All of the provisions in this Agreement shall bind Comcast, the Township and their ve successors and assigns. This Agreement is authorized by Resolution No, 2020 of the Township Board of Commissioners.
•	WITNESS our hands and official seals to this Cable Franchise Agreement.
TOWN	SHIP OF RADNOR
By:	
Name:	
Title: _	
Date: _	
COMCAST OF SOUTHEASTERN PENNSYLVANIA, LLC	
By:	
Name:	James Samaha
Title:	Senior Vice President - Freedom Region

### EXHIBIT A LOCATIONS FOR CABLE TELEVISION SERVICE

Conditional Use Application – Strafford Road Hamilton Estate – Motion to set date for Conditional Use Hearing on December 10, 2020, 6:30 p.m.

# Reports of Standing Committees

### New Business

### Old Business

## Public Participation

# Adjournment