

BOARD OF COMMISSIONERS

AGENDA

Monday, February 22, 2021

VIA ZOOM and Streamed LIVE on YouTube

Pledge of Allegiance

1. Public Participation

2. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner Meetings of February 8, 2021
- c) Chief's Monthly Report – February 2021
- d) Staff Traffic Committee Meeting Minutes – January 2021
- e) Authorization of the Swearing in of New Police Officers for Radnor Township Police Department; Richard Boland and Dylan Glenn after successfully completing the remaining elements of the hiring process since the Board's conditional offer of employment at the January 25, 2021 meeting.

3. Committee Reports

- A. GPX-200 South Ithan Avenue Conditional Use Decision
- B. 780 Fawn Hill Road – Waiver of §245-22.A of the Stormwater Management Ordinance.
- C. Ordinance #2021-01 (***Adoption***) – Authorizing the current refunding of the Series 2015A and Series 2016 Bonds in the aggregate principal amount not to exceed \$9,785,000
- D. Ordinance #2021-02 (***Adoption***) – Approving a Three-Year Lease for the Philadelphia Area Independent School Business Officers Association (PAISBOA) for a Portion of the Radnor Township Municipal Building, Consisting of Approximately 1500 Square Feet
- E. Appointments to Boards and Commissions
 - Jane Golas – Design Review Board - Unexpired Term 12/31/21
 - Alex Yannopoulos – Board of Health – Unexpired Term 12/31/21
- F. Motion to direct Staff to apply for a Keystone Communities Program grant to secure the services of a business district planner to inform local initiatives such as the growth and stability of neighborhoods and communities; social and economic diversity; and a strong and secure quality of life. The program allows communities to tailor the assistance to meet the needs of its specific revitalization effort - specifically for the Wayne Business District. The direction would also approve collaboration with Villanova University for grant writing and advocacy support.
- G. Motion to direct the Township Solicitor to enter an appearance on behalf of the Township and oppose the Zoning Application #3088, The Applicant, BDN 250 King of Prussia 1, LP, property located at 250 King of Prussia Road and zoned PLO Planned Laboratory Office. The Applicant is seeking a variance from Section 280-64.C to permit (i) a setback of 43.39 feet (+/-) opposite King of Prussia Road to and (ii) a setback of 17.17 feet (+/-) opposite Radnor Chester Road; a variance from Section 280-64.B to allow a building/structure area of 42.4% (+/-); a variance from Section 280-64.B to allow a landscape area of 27.8%; and any other relief deemed necessary for the project.

4. Reports of Standing Committees
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, February 22, 2021 beginning at 6:30 PM via Zoom and streamed live on the Radnor Township YouTube Channel at

<https://www.youtube.com/channel/UCvh6jeMQTvo3ojCTh8wZkbA>. If you would like to participate in public comment, please register at

https://us02web.zoom.us/webinar/register/WN_laT2kK2HSaCtwQkk9ajkw

and the meeting link will be sent to you for participation.



Public Participation

***RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
February 22, 2021***

The table below summarizes the accounts payable disbursements made since the last public meeting held on February 8, 2021. As approved by the Board, the Administration is now making bi-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 [Open Finance](#) program to view the Township's [Checkbook](#), where all vendor payments are available.

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

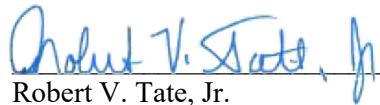
Fund (Fund Number)	2021-2A February 12, 2021	Total
General Fund (01)	\$151,122.56	\$151,122.56
Sewer Fund (02)	355,773.82	355,773.82
Storm Sewer Management (04)	85,812.27	85,812.27
Capital Improvement Fund (05)	171,223.77	171,223.77
Investigation Fund (12)	169.32	169.32
Comm. Shade Tree Fund (15)	400.00	400.00
The Willows Fund (23)	5,697.84	5,697.84
GOB19 Project Fund (502)	280,082.31	280,082.31
<i>Total Accounts Payable Disbursements</i>	\$1,050,281.89	\$1,050,281.89
<i>Grand Total</i>	\$1,050,281.89	\$1,050,281.89

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 Regular Board of Commissioners Meeting of February 8, 2021

The Radnor Township Board of Commissioners met via Zoom at approximately 6:32 pm

Commissioners Present

Jack Larkin, President	Moirra Mulrone, Vice President	Lisa Borowski
Damien Enderle	Richard Booker	Jake Abel
		Sean Farhy

Also Present: William White, Township Manager, John Rice, Township Solicitor, Robert Tate, Finance Director, Christopher Flanagan, Chief of Police, Steve Norcini, PE, Township Engineer, Tammy Cohen, Department of Recreation and Community Programming, Peggy Hagan, Executive Assistant to the Township Manager.

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

1. Public Participation

None

2. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner Meetings of January 25, 2021
- e) ~~Resolution #2021-10 Authorizing the Reduction of Police Officer Contributions to Their Pension Plan from 5% to 3% for the Calendar Year 2021 for Officers Hired Before January 1, 2013~~
- d) HARB-2020-14 - 406 Woodland Avenue - Install new deck on rear of house
- e) HARB-2020-15 - 214 Walnut Avenue - New 2-Story Rear Addition
- f) HARB-2020-17 - 309 Orchard Way - Proposed 1-Story addition at rear of home.
- g) HARB-2021-1 - 418 Woodland Avenue - First Floor addition on back of house with small covered porch back entry
- h) HARB-2021-2 - 235 Pembroke Avenue - New home construction per plan
- i) Resolution #2021-17 – Authorizing Gilmore & Associates to Provide Additional Professional Design and Engineering Services and Grant Preparation Services for Fenimore Woods Park Improvements in the Amount of \$27,890.00
- j) Resolution #2021-18 - Authorizing the Execution of a Grant Application to the Pennsylvania Department of Community & Economic Development Greenways, Trails and Recreation Program for the Fenimore Woods Park Improvements
- k) Resolution #2021-19 - Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation & Natural Resources Community Conservation Partnerships Program for the Fenimore Woods Park Improvements

Commissioner Larkin asked if any of the Commissioners wanted to remove an item(s) from the consent agenda. Commissioner Booker asked for item 2c to be removed.

2 c) Resolution #2021-10 - Authorizing the Reduction of Police Officer Contributions to Their Pension Plan from 5% to 3% for the Calendar Year 2021 for Officers Hired Before January 1, 2013

Commissioner Larkin moved to approve Resolution #2021-10, seconded by Commissioner Borowski. Bob Tate, Director of Finance, spoke on the Resolution. There was discussion amongst the Commissioners. Commissioner Booker commended staff for bringing the item to the Board to be voted on. The motion passed 6-1 with Commissioner Booker against.

Commissioner Larkin moved to approve consent items 2) a,b,d,e,f,g,h,i,j,and k, seconded by Commissioner Mulroney. The motion passed 7-0.

3. Committee Reports

A. Resolution #2021-16 - Recognizing and Celebrating the Month of February as Black History Month

Commissioner Larkin moved to approve Resolution 2021-16, seconded by Commissioner Mulroney. Commissioner Larkin read the Resolution. The motion passed 7-0.

B. Resolution #2021-23 - Ardrossan Farms Lot Line Change Plan for Lots 3-2, 3-3, 3-4, 3-5 & OS 8A – FINAL: FINAL – Revised Final Subdivision Plan

Commissioner Larkin moved to approve Resolution 2021-23, seconded by Commissioner Borowski. Ms. Marr spoke on her application. Commissioner Borowski commented on the application and that the applicant will be saving heritage trees on the property. The motion passed 6-1 with Commissioner Booker opposed.

~~C. Veterans and First Responders Park Fundraising Presentation (removed 2/4/21)~~

D. Appointments to Boards and Commissions

- Christopher Mayer – CARFAC – Unexpired Term 12/31/22

Commissioner Larkin moved to approve the appointment, seconded by Commissioner Farhy. The motion passed 7-0.

- Lauren Mulqueen – CARFAC – 4-Year Term

Commissioner Larkin moved to approve the appointment, seconded by Commissioner Mulroney. The motion passed 6-0 with Commissioner Booker away from the dais.

- Bob D'Amicantonio – Design Review Board - Unexpired Term 12/31/22

Commissioner Larkin moved to approve the appointment, seconded by Commissioner Borowski. The motion passed 6-0 with Commissioner Booker away from the dais.

- Lisa Lopez-Carickhoff – Historical & Architectural Review Board – 5-Year Term

Commissioner Larkin moved to approve the appointment, seconded by Commissioner Borowski. The motion passed 6-0 with Commissioner Booker away from the dais.

- Skip Kunda – Planning Commission – Unexpired Term 12/31/22

Commissioner Larkin moved to approve the appointment, seconded by Commissioner Mulroney. The motion passed 6-0 with Commissioner Booker away from the dais.

- Christopher Brubaker – Planning Commission – Full Term

Commissioner Larkin moved to approve the appointment, seconded by Commissioner

Borowski. The motion passed 6-0 with Commissioner Booker away from the dais.

E. Authorization of the Swearing in of New Police Officers for Radnor Township Police Department; Richard Boland and Dylan Glenn after successfully completing the remaining elements of the hiring process since the Board's conditional offer of employment at the January 25, 2021 meeting.

Commissioner Larkin moved to approve the Authorization of the Swearing in of Richard Boland and Dylan Glenn, seconded by Commissioner Farhy. Bill White, Township Manager, stated that one of the medical tests for an applicant has not been returned from the testing site. He is asking the Board to table the item to the February 22, 2021 meeting. Commissioner Larkin moved to table the item to the February 22, 2021 meeting, seconded by Commissioner Booker. The motion to table passed 7-0.

F. Bond Refunding Opportunity

- *Ordinance #2021-01 (Introduction) – Authorizing the current refunding of the Series 2015A and Series 2016 Bonds in the aggregate principal amount not to exceed \$8,500,000*

Commissioner Larkin moved to introduce Ordinance #2021-01, seconded by Commissioner Booker. Bob Tate, Director of Finance, spoke on the refunding of the Series 2015A and Series 2016 Bonds. The motion passed 7-0.

- *Resolution #2021-21 – Engagement PFM to provide financial consulting services for the current refunding of the Series 2015A and Series 2016 Bonds*

Commissioner Larkin moved to approve Resolution #2021-21, seconded by Commissioner Mulroney. The motion passed 7-0

- *Resolution #2021-22 – Engaging Cozen O'Connor as Bond Counsel for the current refunding of the Series 2015A and Series 2016 Bonds*

Commissioner Larkin moved to approve Resolution #2021-22, seconded by Commissioner Mulroney. The motion passed 6-0 with Commissioner Able recusing.

G. Ordinance #2021-02 (Introduction) – Approving a Three-Year Lease for the Philadelphia Area Independent School Business Officers Association (PAISBOA) for a Portion of the Radnor Township Municipal Building, Consisting of Approximately 1500 Square Feet

Commissioner Larkin moved to introduce Ordinance #2021-02, seconded by Commissioner Mulroney. Bill White, Township Manager, spoke on the change in the lease and reason for change. The Pandemic has changed PAISBOA's business model and they need less space and have asked to move back to the smaller space they previously occupied. There was discussion amongst Commissioners and Staff. The motion to introduce the Ordinance passed 5-2 with Commissioners Booker and Farhy opposed.

H. Resolution #2021-24 Engaging Cohen Law Firm to assist the Township in a review of local ordinances as they pertain to cellular coverage, facility installation, location, maintenance, and other recommendations as needed at an estimated cost of \$7,500

Commissioner Larkin moved to approve the Resolution, seconded by Commissioner Borowski. Bill White, Township Manager, spoke on the Resolution and the need for changes to the ordinances regarding cellular coverage, facility installation, location, and maintenance. John

Rice, Township Solicitor, spoke on the court determination of micro cells to public utility status and the need for a cell ordinance. There was discussion amongst Commissioners. The motion passed 6-1 with Commissioner Booker opposed.

I. Ordinance #2021-03 (Introduction) Amending Article XIX, Density Modification of the Radnor Township Zoning Ordinance by Increasing the Required Open Space for Such Uses and Amending Section 280-115 by Establishing an Open Space Requirement for Other Residential Uses

Commissioner Larkin moved to approve the introduction of Ordinance #2021-03, seconded by Commissioner Borowski. John Rice, Township Solicitor, spoke on the Ordinance, a proposal to address the common open space requirement for density modification and for other uses. The Ordinance, after introduction, would go to the Radnor Township Planning Commission and the Delaware County Planning Commission before it would come back to the Board of Commissioners. There was discussion amongst Commissioners and Staff.

Commissioner Farhy moved to raise the open space requirement to 30% from the 25% proposed, seconded by Commissioner Booker. Commissioner Larkin called the vote, the motion failed 4-3, with Commissioners Larkin, Borowski, Mulroney, and Enderle opposed.

Commissioner Larkin called the vote to introduce Ordinance #2021-24, the motion to introduce the Ordinance passed 7-0

4. Reports of Standing Committees of the Board
None

5. New Business

Commissioner Borowski announced a Zoom Community Meeting on 452 S. Roberts Road, Tuesday, February 9th from 5-6 pm, the meeting link to participate is on the website.

Commissioner Abel asked if all the sub committees will be using the new webinar zoom format and asked about letters sent to residents regarding development at 250 King of Prussia Road.

6. Old Business
None

7. Public Participation

D. Brun, - Spoke on the cell tower in her Mother’s front yard on Malin Road and is concerned about RF radiation and is in favor of changes to the Code.

8. Adjournment of Regular Meeting

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

Respectfully submitted.

Peggy Hagan

RADNOR TOWNSHIP POLICE DEPARTMENT

Monthly Report



February 2021

**Christopher B. Flanagan
Police Superintendent**



Radnor Twp PD

DAILY INCIDENT COUNTS

01/01/2021 to 01/31/2021



Day of Month Responses	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
911 HANG UP	1	1	1	0	1	0	0	2	0	0	2	2	0	1	0	0	1	2	0	2	0	1	0	0	0	1	2	0	1	1	0	21
MV ACCIDENT (BRIDGE STRIKE)	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2	
MV ACCIDENT (REPORTABLE)	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	0	1	0	0	0	1	0	0	0	1	0	6	
ADDED PATROL BUSINESS	2	3	3	3	0	1	5	1	0	0	1	3	0	0	3	1	2	1	3	7	6	4	4	8	3	3	4	5	3	3	1	83
ADDED PATROL	5	7	7	7	1	5	8	3	1	1	15	11	1	3	8	14	11	1	1	11	9	10	5	9	6	15	14	7	15	12	9	232
ADDED PATROL REQUEST	0	0	0	0	0	0	1	2	2	1	0	4	4	4	1	0	1	2	4	8	2	1	1	1	1	1	1	2	2	2	2	46
ADDED PATROL SCHOOL	0	0	0	2	2	0	0	12	0	0	4	8	11	11	7	0	0	0	3	7	10	7	0	0	3	10	2	3	0	0	102	
ALARM (ALL TYPES)	6	2	2	4	1	5	1	6	1	2	7	3	1	6	4	10	5	6	2	1	2	1	2	5	3	3	1	3	3	7	1	108
ANIMAL COMPLAINTS	2	0	0	1	0	2	2	1	2	0	4	0	1	0	0	2	2	0	0	0	0	1	1	0	1	0	0	2	1	1	0	26
ASSAULT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	
ASSIST ANOTHER PD	0	0	0	0	0	1	0	0	0	0	1	0	0	0	1	0	0	0	1	1	2	1	2	1	0	1	2	0	1	0	14	
ASSIST AGENCY NON LAW	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
ASSIST PUBLIC	0	1	1	1	0	1	0	0	1	2	1	0	1	1	0	0	0	0	0	0	0	2	1	0	0	0	1	2	0	0	0	15
ASSIST VUPD	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2
BURGLARY NON RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
BURGLARY RESIDENTIAL	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	3
CIVIL DISPUTE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	0	0	0	3
COMMUNITY EVENT WITH PD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CRIMINAL MISCHIEF / VANDALISM	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2	0	6	
DISORDERLY CONDUCT	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
DELCOM INFO ONLY	4	1	1	2	0	3	2	1	4	2	4	1	1	0	2	6	0	6	2	2	2	4	0	0	1	2	3	0	3	1	64	
NEIGHBOR DISPUTE	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	4
DISTURBANCE NO CITATION	0	1	1	0	0	0	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	1	2	0	0	0	0	1	0	2	1	11
DEATH DOA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	
DOMESTIC (NO ARREST)	0	1	1	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	9	
DRIVING UNDER THE INFLUENCE	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	4

ASSIST SICK/INJURED/EMS	3	2	2	4	5	8	1	3	5	4	5	4	3	6	6	3	6	3	3	4	3	5	1	2	3	4	4	2	3	4	115	
ASSIST EMS NARCAN	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
EVIDENCE ROOM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1		
FIRE (ALL TYPES)	0	0	0	0	1	1	1	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	1	1	1	0	0	1	0	0	12	
FRAUD (ALL TYPES)	0	0	0	0	1	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	6	
HARASSMENT ALL OTHER	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2	
HARASSMENT BY COMMUNICATION	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	4	
HAZARDOUS CONDITION	0	0	0	0	1	2	1	0	0	1	0	2	1	0	2	0	0	0	0	0	0	0	1	1	0	0	1	0	0	0	16	
JUVENILE PROBLEMS (NO ARREST)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	
K9 ASSIST	0	0	0	0	0	1	1	3	1	0	0	0	0	0	1	2	0	3	1	0	0	0	0	1	1	0	0	0	0	0	20	
MENTAL HEALTH (EMER 302)	0	0	0	0	0	1	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	
MENTAL HEALTH (ALL OTHERS)	0	1	1	0	0	0	0	0	0	1	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	7	
MISSING JUVENILE	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
MISSING PERSON	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	
NARCOTICS	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
NOTIFICATION - ELECTRICIAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2	
NOTIFICATION - ALL OTHERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
NOTIFICATION - TOWNSHIP	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
OPEN DOORS / WINDOWS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	
ORDNANCE VIOLATION CITATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	1	0	0	2	5	
ORDNANCE VIOLATION NO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
PARKING COMPLAINTS	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	1	0	0	0	0	1	0	0	0	2	1	1	9	
PFA SERVICE / VIOLATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
POLICE INFORMATION	1	1	1	1	3	1	1	1	0	2	2	5	2	1	2	2	0	1	4	2	3	2	3	1	3	5	4	1	0	5	0	59
FOUND PROPERTY	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	1	1	0	0	0	1	0	0	0	0	0	0	0	1	6
LOST PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2	
PUBLIC DRUNK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
REFERRED TO VILLANOVA PD	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
SELECTIVE ENFORCEMENT	0	2	2	0	0	1	1	0	0	1	2	3	3	3	3	1	1	3	4	3	5	6	5	3	3	2	8	4	1	1	0	67
SUSPICIOUS CIRCUMSTANCE	1	1	1	2	0	0	1	0	0	1	1	0	2	1	1	1	2	0	1	2	0	0	1	0	1	1	3	0	1	1	0	26

SUSPICIOUS PERSON	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	6				
SUSPICIOUS VEHICLE	0	1	1	0	0	0	0	0	1	1	0	0	0	0	1	1	1	0	3	1	18											
THEFT ALL OTHER	0	0	0	2	0	0	1	0	0	1	0	0	0	1	0	0	1	2	3	1	22											
THEFT FROM AUTO	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	3											
THEFT RETAIL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1												
TERRORISTIC THREATS	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2												
CONSUME / POSSESS ALCOHOL	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2												
VEHICLES - ABANDONED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1												
VEHICLES - DISABLED	0	1	1	0	0	0	0	2	1	0	0	0	0	3	0	0	1	0	2	15												
VEHICLES - KLIV	1	1	1	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	11												
MOTOR VEHICLE VIOLATIONS	0	0	0	0	0	1	2	0	0	1	0	0	2	2	0	0	0	2	1	0	21											
WARRANT ARREST	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	2												
WEAPONS OFFENSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1												
CHECK WELFARE	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	3												
TOTAL RESPONSES FOR EACH DAY	27	30	30	35	22	37	32	41	23	26	56	44	44	41	45	57	30	35	35	57	53	53	42	37	35	45	71	43	46	58	32	1260



JANUARY

<u>Description</u>	<u>Primary Count</u>
--------------------	----------------------

Parking Tickets

Month of January 2021	300
-----------------------	-----

Residential and Commercial False Alarm Violations

Month of January 2021	55
-----------------------	----

Moving Violations

Month of January 2021	234
-----------------------	-----

Radnor Police Training – January 2021

EMT (Emergency Medical Technician) Certification – Ofc Mike Fischer
Comprehensive Review of DUI's – Ofc Ray Rodden and Ofc Steve Ryan

CRIME ALERTS
JANUARY 2021

On Friday, 1/1/2021, between 6 PM and 12 AM, in the unit block of Aldwyn La., the victim's vehicle was entered and they had their wallet stolen. Once stolen, credit cards from the wallet were used in multiple locations including Upper Darby.

Sometime over night between, 1/1/2021 and 1/2/2021, a vehicle parked in the rear of a store in the 100 block of E. Lancaster Av. had its rear windshield smashed out. At this time nothing is reported stolen from inside of the car.

On Monday, 12/21/2020, a package was delivered to the victim at the La Mason Apts. On Tuesday, 12/22/2020, the package had not been received and the victim determined that the package had been stolen.

On Monday, 1/4/2021, at approximately 8:15 PM a retail theft occurred at the CVS store located at 316. E. Lancaster Av. Store management reports two males, possibly Hispanic, entered the store each carrying their own bags. After spending a brief time in the store, both males left the store with an undetermined amount of men's shaving products without paying.

On Monday 1/11/2021, at approximately 7:57 PM the resident of the 100 block of N. Lowrys Lane reported that on Thursday, 1/7/2021, at approximately 1230 PM their home was burglarized. The victim reported that they were outside working in the garden and when she reentered her home she discovered a rock had been thrown through the window of a rear door to allow access to the property. Further review of the residence discovered that the upstairs master bedroom had been ransacked and a large amount of jewelry had been stolen.

Sometime between 6:30 PM and 8:20 PM on Tuesday 1/19/2021, the victim in the 200 block of Abrahams Lane, discovered their vehicle was entered and rummaged. The doors to the vehicle were left unlocked and at this time nothing appears to have been stolen.

CRIME ALERTS
JANUARY 2021

On Tuesday, 1/26/2021, at approximately 12:10 PM a residence in the 200 block of Hothorpe Lane was discovered to have been burglarized. Forced entry into the home was discovered through a window and the upstairs bedrooms were ransacked. Various items were stolen from the home. If anyone may have seen anything suspicious at this time, they are asked to call the Radnor Police at 911.

Sometime between 1/25/2021 and 1/27/2021, the victims vehicle was parked in the lot of 1062 E. Lancaster Av., The Rosemont Plaza, and had its catalytic converter stolen. The theft from a 2008 gray Toyota Prius occurred between 6:30 PM on Monday, 1/25/2021 and 7:30 AM on Wednesday, 1/27/2021.

The Radnor Police respects citizens' privacy, civil rights, and civil liberties by emphasizing behavior, rather than appearance, in identifying suspicious activity. Factors such as race, ethnicity, and/or religious affiliation are not suspicious. The public should only report suspicious behavior and situations (e.g., an unattended backpack or package, or someone breaking into a vehicle or restricted area). Moreover, any physical descriptions are based on victim and witness statements provided to the Radnor Police at the time the incident was reported or developed through investigation

RADNOR TOWNSHIP POLICE DEPARTMENT

THANK YOU LETTERS



TOWNSHIP OF MARPLE POLICE DEPARTMENT

1001 Sussex Boulevard • Broomall, PA 19008

BRANDON M. GRAEFF
Chief of Police



610-356-1500
Fax: 610-359-9787

www.marplepolice.com

January 14, 2021

Christopher Flanagan
Superintendent of Police
Radnor Township Police Department
301 Iven Avenue
Wayne, PA 19087

Superintendent Flanagan,

On December 8, 2020 the Marple Township Police Department suffered a tremendous loss when Officer Brian Niedelman tragically died. Losing Brian carried the weight of much more than just a professional loss, it was personal. Brian was an integral part of this police department's present and future but when he died he took a little bit of each one of us with him.

Though we were immediately knocked back on our individual and collective heels, our men and women rallied together for Brian, his family, and each other. But none of what we were able to do in our grieving would have been possible without the extraordinary and overwhelming support from hundreds of agencies, businesses, and individuals across Delaware County and beyond.

There are no words to express my gratitude, nor could any action ever reciprocate yours. The comfort and support your agency's presence provided us cannot be overstated. Whether it was covering our patrol and service responsibilities during our darkest times, or your personal availability and counsel, we could not have made it through this tragedy as well as we did without the Radnor Township Police Department. On a special note, please pass on the following: Brian's widow, Lacey, and his parents both remarked how special it was for them to see your Motor Unit leading the escort from the Medical Examiner's Office as well as the funeral procession. Your officers displayed the respect and professionalism so much a part of Brian's life and it made an impact on us all. On behalf of every member of the Marple Township Police Department, the Niedelman Family, the entire Township of Marple, and every one of our wonderful residents, Thank You.

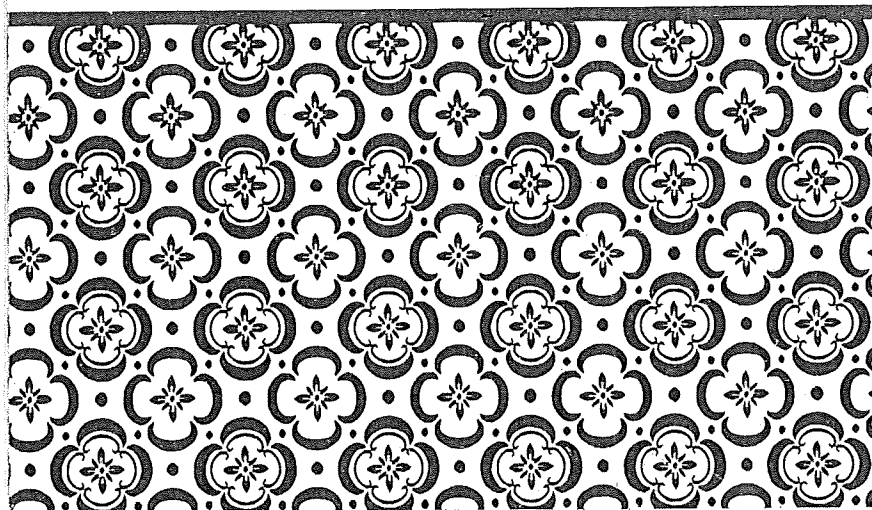
I am proud of the strong, long-standing relationship between our departments. You can rest assured that those relationships will only grow stronger in the years ahead. If the Marple Township Police Department can ever be of assistance to you, please do not hesitate to contact me.

Sincerely,

Brandon M. Graeff
Chief of Police



Thank
You



things went seamlessly on
Friday and Saturday. As you
know, Father Gus had a
very special place in his
heart for all police officers!

Mostly,
Thomas Hanken
+ family

Dear Chief Flanagan,
On behalf of my family, I
would like to personally thank
you for everything you did for
my brother's funeral. We were
truly honored to have Father
Gus escorted to and from both
the Seminary and Williams
under full police escort.
My family is still in awe of
your department's Northwest
Unit. We are deeply grateful
for everything you and your
department did to ensure that

Subject: RE: Inauguration Day Security-After Action Report

Hello all,

Received & read. Thank you all for everything. I thank you on behalf of my department and the County. I appreciate all of your assistance and backing with this. I am glad we had a great outcome!

Take care & stay safe!!!

Scott

SCOTT D. MAHONEY
SUPERINTENDENT
DEPARTMENT OF PUBLIC SAFETY
BUREAU OF PARK POLICE & FIRE SAFETY
DIVISION OF CONSTABLE TRANSPORT
GOV'T. CENTER BLDG.
201 W. FRONT ST.
MEDIA PA 19063
OFFICE: 610-891-5003
FAX: 610-891-0569
<https://www.delcopa.gov/departments/parkpolice.html>



Hi Chris,

I want to thank you for your quick response yesterday. Joe and the officers who came out were so helpful and calming. I appreciate the delicate nature of the situation and how well Joe handled it. Thanks again!

Stay well

Trisha Macrone

From: Martin Wusinich <MWusinich@mediapd.org>

Subject: RE: Drive-By Birthday Celebration for 100 Year Old Veteran/ Jan 25

Thank you for all who participated the family was very thankful.

MJW

~~~~~

Chief Viola,

Otis Evans is a Navy WW11 Veteran who resides at the Sterling Nursing Home (318 S. Orange St. Media, PA.) He turns 100 on Monday! His family reached out to the County to see if we could help celebrate his 100<sup>th</sup> birthday.

I've worked with Media Police Chief Marty Wusinich and Springfield Police Chief and Board Member of the Delaware County Veterans Memorial Chief Joe Daly to organize a drive-by celebration for him on Monday, Jan. 25 from 2:30pm-3:00pm. The nursing home will bring him to an area where he can see the vehicles drive by. I know this will mean so much to him, especially since he is not able to see his family during the COVID-19 pandemic.

Can you please pass along the invitation to local police departments? Vehicles should stage at Rose Tree Park on Monday, Jan. 25 at 2pm.

Please let me know if you have any questions and thank you for helping us to make this a special day for Mr. Evans!

Sincerely,

*Adrienne Marofsky*

Public Relations Director for Delaware County

[MarofskyA@co.delaware.pa.us](mailto:MarofskyA@co.delaware.pa.us)

Office: 610-891-4943

Cell: 610-306-4497





# Delaware County Fraternal Order of Police Lodge 27 Foundation

*CHAIRMAN*  
**JAMES REARDON**  
201 North Jackson Street  
Media, PA 19063  
j.reardons@verizon.net



*EXECUTIVE DIRECTOR*  
**CHRISTOPHER D. EISERMAN**  
201 North Jackson Street  
Media, PA 19063  
fpd6328@hotmail.com

Phone: 610-565-0027 • Fax: 610-565-6476

*Vice Chairman*  
Mark DellaVecchio

*Treasurer*  
Thomas Reynolds

*Secretary*  
Robert J. Carroll

*Advisors*  
Michael B. Glackin  
Rev. A.M. Esposito, O.S.A.,  
Ph.D.  
Pat Burns

January 25, 2021

Superintendent Flannigan:

On behalf of the Delaware County Fraternal Order of Police Lodge 27 Foundation, I would like to thank you and your department for your assistance at the funeral services of our board member, Father Augustine M. (Gus) Esposito, O.S.A. Your department's assistance was invaluable and helped give Father Gus a beautiful send off. Father Gus was an invaluable member of our board and he will be dearly missed, he touched the lives of many of our members and will forever be in our hearts. On a side note, I must remark on the professionalism of your motorcycle unit, they went above and beyond. They are by far the premier Highway Unit in the County. I would especially like to thank Officer Ken Piree for his outstanding work. Thank you again for your assistance and stay safe.

Sincerely,

Christopher D. Eiserman  
Executive Director

**RADNOR TOWNSHIP POLICE DEPARTMENT**  
**COMMUNITY EVENTS**



Radnor Township Police Department attended this Mass for First Responders virtually through the Facebook Page of their website.

~~~~~  
Good afternoon,

I am writing to remind you that the staff and students at Mother Teresa Regional will be holding our annual mass for first responders this Wednesday at 9:15am. You are invited to join through our Facebook live at 9:15am if you cannot attend.

Please know your service is greatly appreciated and we will always support you and the work you do in our communities.

Many Blessings,
Christine Pagan

Ms. Christine Pagan
Principal
Mother Teresa Regional Catholic School
405 Allendale Road King of Prussia, PA 19406
610-265-2323
www.mtcschool.org

"Let no one ever come to you without leaving better and happier. Be the living expression of God's kindness: kindness in your face, kindness in your eyes, kindness in your smile"
~ Mother Teresa

Dear Chief Flanagan,

On behalf of all of us at Wayne Church and the Food Pantry, I want to thank you, your staff and the rest of the township personnel who supported our MLK Day food drive. The publicity, facility set up and your onsite visit are definitely appreciated! Our food pantry usage by community residents has doubled since the pandemic began so these community food drives are vitally necessary to maintain supplies and service!! I also asked Pastor Tom about the grant emails. He said he gets them but the attachment doesn't come through. Again, thank you for your support. Bob King

The information in this email, and any attachments, may contain confidential information. Use and further disclosure must be consistent with applicable laws. However, if you believe you've received this email in error, delete it immediately and do not use, disclose or store the information it contains



RADNOR SCOUTING



FOOD

**Monday,
January 18th
9AM to Noon**



DRIVE

MOST NEEDED ITEMS:

- PEANUT BUTTER
- JAMS & JELLIES
- CANNED TUNA—CHICKEN—MEATS
- CANNED VEGETABLES
- CANNED SOUP
- SPAGHETTI SAUCE

NON-PERISHABLES NEEDED ITEMS

- Canned beans / Canned fruit
- Cereal
- Pasta, Mac & Cheese
- Boxed rice & mashed potatoes
- Meal kits (Hamburger Helper)
- Toiletries (Toilet Paper, Toothpaste, Shampoo, Soap, etc)

Benefiting Wayne UMC Food Pantry

Non-Contact Car Drop-Off “Pull Up and Pop Trunk”

Two Drop Off Locations

Radnor War Memorial (Across from Radnor Fire House) South Wayne Ave

St. Matthew’s United Methodist Church 600 Walker Road, Wayne PA



Hosted by the following Scouting Units

Radnor 284 – Boys Unit

Trailblazers 284 – Girls Unit

Cub Pack 284 – Wayne Elementary

Cub Pack 19 – Ithan Elementary

www.RadnorScouting.org





**MLK
DAY**
OF SERVICE



RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Avenue

Wayne, Pennsylvania 19087-5297

(610) 688-0503 □ Fax (610) 688-1238

Christopher B. Flanagan

Police Superintendent

TO: Radnor Township Commissioners; William M. White, Township Manager;
Robert Tate, Director of Finance; Stephen F. Norcini, Township Engineer;
Michael Simmons, Acting Public Works Director; Tammy Cohen,
Director of Recreation and Community Programming; Kevin W. Kochanski,
Director of Community Development; Bill Cassidy, Field Leader;
Lt. Shawn Dietrich; Lt. Joseph Pinto; Sgt. Mark Stiansen, Officer Alex Janoski;
Officer Pat Lacey, Officer Ken Piree, Highway Patrol Unit; William Gallagher,
Supervisor of Parking; Damon Drummond, Senior Transportation Engineer
for Gilmore and Associates; Vera DiMaio, Executive Assistant

FR: Christopher B. Flanagan

**RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL
CALL ROOM, WEDNESDAY, JANUARY 20, 2021 AT 10:00 AM.**

NEW BUSINESS

1. Catherine Agnew requests approval for the Annual South Wayne Porchfest on September 11, 2021.

Staff Traffic Committee approves the Annual South Wayne Porchfest to be held on September 11, 2021.

OLD BUSINESS

1. Commissioner Borowski would like an update regarding traffic calming efforts for Goshen Road.

Staff Traffic Committee updates as follows:

- Staff Traffic Committee updates that the speed boards are in place for Goshen Road
- A drop car has been placed at that location as well.

See attached spreadsheet for pending issues



RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Ave., Wayne, PA 19087

January 2021 Staff Traffic Status Report

Project Name	Project Information	Status Update
<p>County Line Corridor Study (from Lancaster Avenue to Conestoga Road)</p>	<p>Radnor Township along with Lower Merion funded the County Line Corridor Study (posted on the Township's website). Both Townships agreed that the first project to be constructed from the study would be a traffic signal at County Line Road and Montrose Avenue.</p> <p>Pennoni Engineering Associates was awarded the design contractor for traffic signal.</p>	<p>The signal design has been designed and submitted to Penn DOT. Penn DOT comments have been received and reviewed with both Townships. A meeting is to be scheduled with Penn DOT, Radnor and Lower Merion Townships to discuss the review comments. A timetable for project bidding will be determined upon final Penn DOT approval.</p>
<p>King of Prussia Rd & Eagle Rd intersection improvements</p>	<p>Radnor Township, in partnership with Cabrini and Eastern Universities, received a DCED MTF grant to construct intersection improvements including turning lanes, storm sewer, and signal improvements. The project is in the design phase. Rd</p>	<p>The design engineer is revising the plans based on the second round of Penn DOT comments. The Township is still trying to acquire easements needed for the project. Upon easement acquisition and final approval from Penn DOT, a bidding schedule will be put forth.</p>

2 e) Authorization of the Swearing in of New Police Officers for Radnor Township Police Department; Richard Boland and Dylan Glenn after successfully completing the remaining elements of the hiring process since the Board's conditional offer of employment at the January 25, 2021 meeting.

3 A.GPX-200
South Ithan Avenue
Conditional Use
Decision

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer *Stephen F. Norcini*

CC: William M. White, Township Manager

Date: February 17, 2021

Re: 780 Fawn Hill Road: Waiver of §245-22. A of the Stormwater Management Ordinance

The applicant for this property is proposing to install a deck creating 582 square feet of impervious surface. Based on the amount of new impervious proposed, the applicant would have to construct a seepage bed according to the Township's Stormwater Management Ordinance.

Due to a high water table, the infiltration testing had a permeability of 0"/hr., which does not meet the Ordinance requirement of 0.5"/hr. The applicant is required to request a waiver from §245-22. A of the Stormwater Management Ordinance – 420.



*Excellence Delivered **As Promised***

Date: February 11, 2021

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

From: Roger Phillips, PE

RE: 780 Fawn Hill Road – Stormwater Waiver Request
Grading Permit Application – GP App #200713

The applicant has submitted a grading permit for the construction of a 582 SF deck. The applicant is requesting a waiver from §245-22 Groundwater Recharge in accordance with §245-22.A(2)(c)[2] of the Township's Stormwater Management Ordinance. The minimum infiltration requirement of 0.50 inches cannot be achieved.

The applicant conducted one test pit on the site. The results of the investigations are as follows:

- Soil features exhibited mottling throughout the whole profile (from 0" to 72") and the soil started to get wet around 72".
- Permeability testing was conducted at 36", 48", and 60" and all failed with a permeability rate of 0.
- A large portion of the lot is located in the floodplain, limiting the possible locations for the infiltration bed.

The applicant is proposing the addition of rain barrels to capture roof runoff.

The applicant has requested to appear before the Board of Commissioners to request a waiver from the above-mentioned section of the Ordinance and the implementation of the above-mentioned stormwater system.

The applicant has addressed all other grading permit review comments.

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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, appearing to read "R. Phillips", enclosed in a blue circular scribble.

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

Gannett Fleming, Inc.



Feb. 9, 2021

Mr. Steve Norcini
Radnor Township
301 Iven Ave.
Wayne, PA 19087

Re: 780 Fawn Hill Rd.
Stormwater infiltration
Waiver request

Dear Mr. Norcini,

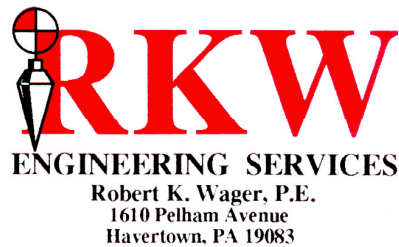
I am writing on behalf of Keystone Custom Decks concerning the proposed deck replacement at 780 Fawn Hill Rd. Infiltration tests conducted by Delaware Valley Septics, Inc. for the proposed stormwater seepage bed revealed soil conditions that are unsuitable for recharge. Tests on the property yielded an infiltration rate of 0 in./hr. A large portion of the lot is located in the flood plain, limiting the possible locations for the infiltration bed. The applicant is requesting that the proposed rain barrels be accepted as the method of stormwater control since no recharge is possible.

Attached are the revised plans.

Please call or email if you have any questions.

Sincerely,

Robert K. Wager, P.E.



Nov. 13, 2020

Mr. Steve Norcini
Radnor Township
301 Iven Ave.
Wayne, PA 19087

Re: 780 Fawn Hill Rd.
Stormwater infiltration
Waiver request

Dear Mr. Norcini,

I am writing on behalf of Keystone Custom Decks concerning the proposed deck replacement at 780 Fawn Hill Rd. Infiltration tests conducted by Delaware Valley Septics, Inc. for the proposed stormwater seepage bed revealed soil conditions that are unsuitable for recharge. Tests on the property yielded an infiltration rate of 0 in./hr. A large portion of the lot is located in the flood plain, limiting the possible locations for the infiltration bed. The applicant is requesting waivers from the provisions of Section 245-22(A)(2)(c)[2] requiring a minimum of 0.50 inches of infiltration, and section 245-23(D) requiring treatment of a volume of water for water quality.

Attached are the revised plans, revised stormwater calculations and test results.

Please call or email if you have any questions.

Sincerely,

Robert K. Wager, P.E.

Impervious Surface

Complete the impervious surface table (required).

Location: 780 FAWN HILL RD.

Project Description: DECK REPLACEMENT

Gross Lot Area 41,693 Sq. Ft.

To be Completed by Radnor Township

Permit Number: _____

Submission Date: _____

Shade Tree Approval Date: _____

Final Approval Date: _____

Zoning Approval: _____

Zoning Officer

Grading Permit Approval: _____

Township Engineer

Complete All Yellow Fields							
Cover Type	Existing Area (square feet)	Percentage of existing impervious surface area of your lot	Area of Impervious Removed (square feet)	Area of Added Impervious Cover (square feet)	Total Area (square feet)	Percentage of total impervious surface of your lot, as proposed	
Building	1892						1892
Walkway/sidewalk	228						228
Patios, decks	637			637	582		582
Driveway	1854						1854
Other	672						672
Total	5283		12.67 %	637	582		5228

Estimated Cubic Yards of Dirt Involved 20 Will this fill be taken off site Yes No

Number of trees to be removed (over 6" in diameter) 0 Is Property in Historical District Yes No

Place a check in the box of the Zoning District applicable to your lot. (required)

Zoning Table							
Zoning District	Maximum Impervious Cover (%)		Zoning District	Maximum Impervious Cover (%)		Zoning District	Maximum Impervious Cover (%)
R-1	22	<input checked="" type="checkbox"/>	CO 2,3 stories	50		GH_CR	95
R-2	30		CI	60		GH-BC	50
R-3	35		C-2	70		GH-OS	15
R-4	40		C-3	65		WBOD	NA
R-5 Semi/2 family detached	40		PI	45		PB	55
R-5 Multi Dwelling	36		PA	50		PLO	55
R-6	70		GH-N	60		FC	NA
R-IA	30		GH-GA	80		PLU	45

TO BE COMPLETED BY APPLICANT

Property Owner(s) GARY & DIANE COHEN X

Address of Property 780 FAWN HILL RD., BROOMALL, PA 19008

Phone Number _____ X Email _____ X

Engineer/Surveyor ROBERT K. WAGER

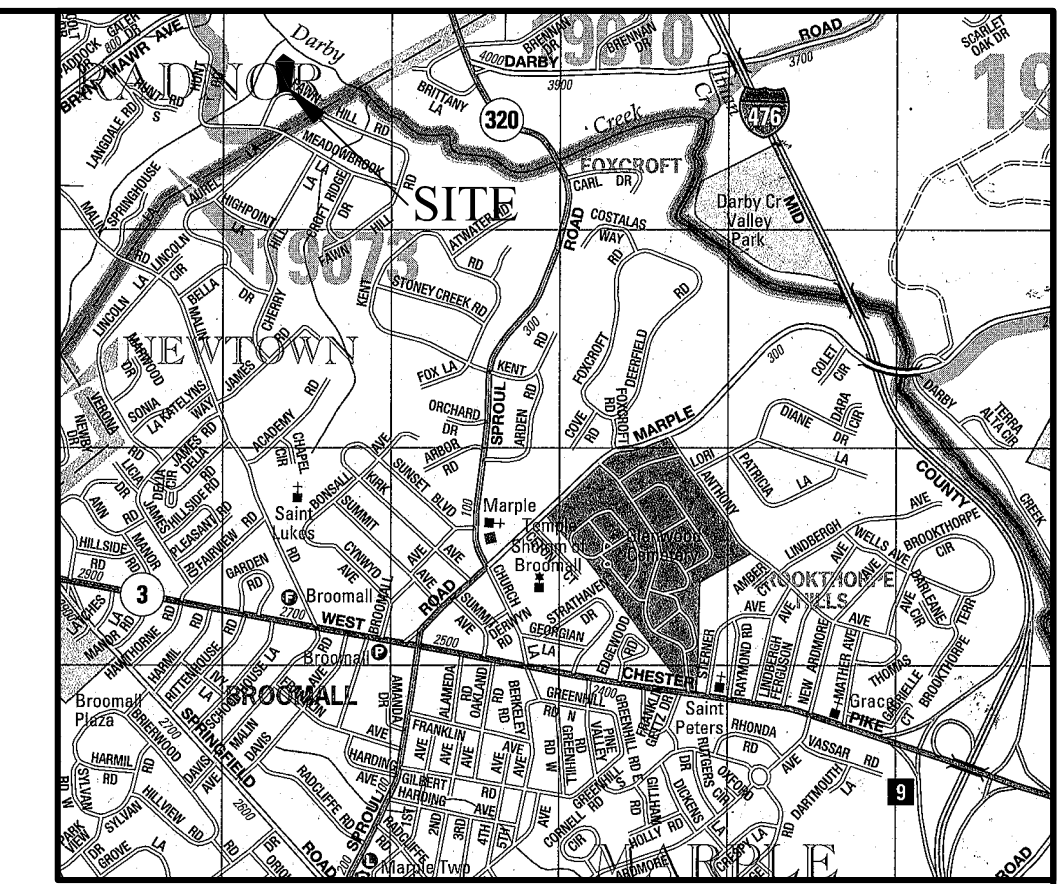
Phone Number 610 642-0961 Email rkweengineer@yahoo.com

The undersigned hereby makes application for a Permit under Chapter 175 and any amendments there of:

Signature of Applicant  Keystone Custom Decks, LLC

Please note the following requirements:

1. Submit five (5) copies of the plan set with your application
2. Plans are to be no larger than 24" x 36", and shall be folded
3. Shade Tree Commission: If your project meets any of the following requirements, you will be required to attend the Shade Tree Commission Meeting, as well as submit an additional 8 (eight) sets of plans:
 - a. Any clearing activity which proposes the removal of six (6) or more trees with a Diameter at Breast Height (DBH) of 6" or greater
 - b. Grading in excess of 200 cubic yards, excavation in excess of 60 cubic yards
 - c. Grading for parking lots of 5 or more cars
 - d. Removal of a Heritage Tree (30"DBH or greater) in a non-emergency situation.
 - e. Forestry management and practices
 - f. Swimming pool permits
 - g. The Shade Tree Commission shall review, if directed by the Township Engineer, applications submitted to the Township for the following: Demolition permits on any building lot whereby the proposed work may impact or cause the removal of trees; and Commercial tree removal.
4. Stormwater Calculations:
 - a. Replacement of impervious surface is considered "new" impervious
 - b. There is no credit for the removal of impervious surface
 - c. Stormwater calculations are to be based on the total of all added impervious (not the net impervious surface)
 - d. **Minor Grading Permit** (< 500 SF added impervious) – installation of a stormwater BMP is encouraged.
 - e. **Grading Permit** (500 SF – 1,499 SF of added impervious) – groundwater recharge is required.



LOCATION MAP
1" = 2000'

LOT AREA: 41,693 S.F.

ZONING REGULATIONS

R-1 ZONING DISTRICT	
LOT AREA	1 ACRE MIN.
LOT WIDTH @ BLDG. LINE	120 FT. MIN.
BLDG. COVERAGE	15% MAX.
FRONT YARD	60 FT. MIN.
SIDE YARD	25 FT. MIN., 60 FT. AGGR.
REAR YARD	40 FT. MIN.
IMPERVIOUS COVER	22% MAX.
HEIGHT	35 FT. MAX.

IMPERVIOUS COVER/ BUILDING AREA

EXISTING	
HOUSE	1892 S.F.
DRIVEWAY	1854 S.F.
DECK	6375 S.F.
POOL DECK	644 S.F.
WALKS	228 S.F.
MISC.	28 S.F.
TOTAL IMPERVIOUS COVER:	5283 S.F. (12.67%)
BLDG. AREA TOTAL:	1892 S.F. (4.54%)

IMPERVIOUS COVER/ BUILDING AREA

PROPOSED	
HOUSE	1892 S.F.
DRIVEWAY	1854 S.F.
DECK	582 S.F.
POOL DECK	644 S.F.
WALKS	228 S.F.
MISC.	28 S.F.
TOTAL IMPERVIOUS COVER:	5228 S.F. (12.54%)
BLDG. AREA TOTAL:	1892 S.F. (4.54%)

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE TOWNSHIP ENGINEER FORTY-EIGHT (48) HOURS PRIOR TO EARTH MOVING ACTIVITIES.
2. THE CONTRACTOR SHALL COMPLY WITH ALL LEGAL AND SAFETY REQUIREMENTS GOVERNING THE WORK SHOWN.
3. THE CONTRACTOR MUST VERIFY THE LOCATIONS AND DEPTHS OF ALL UNDERGROUND FACILITIES BEFORE THE START OF WORK.
4. EXCAVATION AND STRIPPING OF TOPSOIL SHALL BE WELL STAGED IN ORDER TO KEEP EROSION TO A MINIMUM.
5. DE-SILTING AREAS SHALL BE CLEANED OF SILT AND OTHER FOREIGN MATTER UPON REACHING 25% OF CAPACITY.
6. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING DIVERSION TRENCHES, EROSION CHECKS, BERMS, ETC., OR OTHER APPROVED MEASURES AS REQUIRED ON THE SITE TO PREVENT ACCELERATED RUNOFF AND EROSION WHICH ARE NOT SHOWN BUT ARE WITHIN THE INTENT OF THIS PLAN.
7. GEOTEXTILE FILTER FABRIC SEDIMENT CONTROL BARRIERS SHALL BE PLACED DOWNGRADE OF CONSTRUCTION ACTIVITIES AS DIRECTED BY THE ENGINEER.
8. IT IS THE INTENT OF THIS PLAN TO MEET THE REQUIREMENTS OF SOIL EROSION CONTROL.
9. NO TIRE CLEANER IS PROPOSED. THE TIRES OF CONSTRUCTION VEHICLES SHALL BE WASHED BEFORE ENTERING PUBLIC ROADS.
10. VERY LITTLE EXCAVATION IS REQUIRED. NO SOIL STOCKPILE WILL BE PROVIDED. ALL EXCESS MATERIAL WILL BE REMOVED FROM THE SITE.

SOILS:

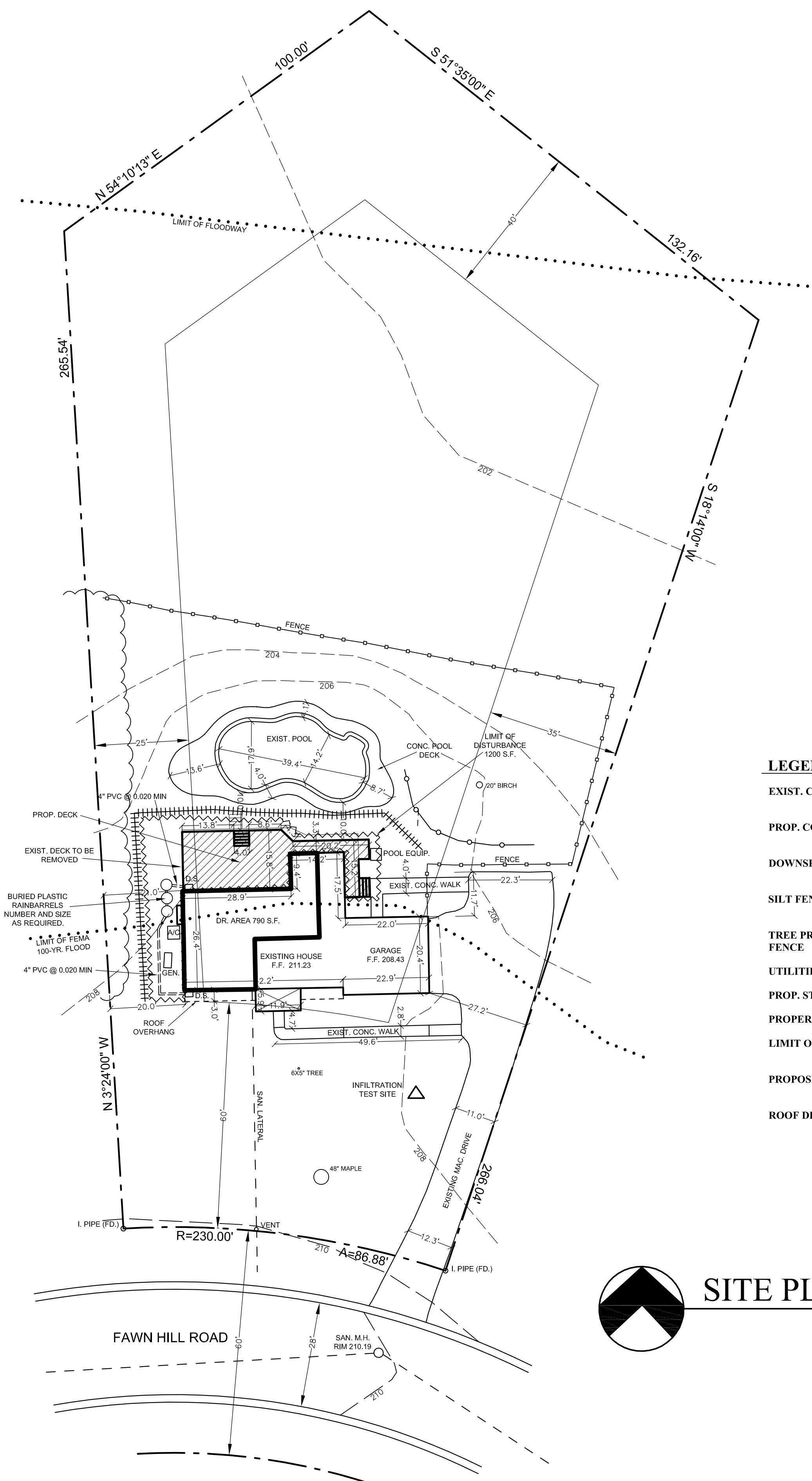
Ch - CHEWACLAW SILT LOAM

APPLICANT:

KEYSTONE CUSTOM DECKS
158 TODDY DRIVE
EAST EARL, PA 17519
717-355-0592

ADD RAIN BARREL STORMWATER SYSTEM 1/22/21
MINOR REVISIONS 11/16/20

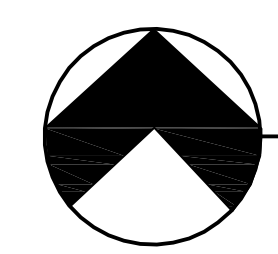
REVISIONS	REVISE DECK, REMOVE BASIN	11/11/20
ROBERT K. WAGER, P.E. 1610 PELLIAM AVENUE HAVERTOWN, PA 19083 (610) 642-0961		
PROPOSED DECK REPLACEMENT		
780 FAWN HILL ROAD RADNOR TOWNSHIP PENNSYLVANIA		
DATE:	SCALE:	DRAWN BY:
9/9/20	1"=20'-0"	RKW
		PROJ. NO.:
		20038



LEGEND

- EXIST. CONTOUR
- PROP. CONTOUR
- DOWNSPOUT
- SILT FENCE
- TREE PROTECTION FENCE
- UTILITIES
- PROP. STORM DRAINS
- PROPERTY LINES
- LIMIT OF DISTURBANCE
- PROPOSED DECK
- ROOF DRAINAGE AREA

SITE PLAN



PLAN VIEW

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.
- II. 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 Consulting Arborist, but not closer than 2' from the trunk of any tree. Fence posts shall be 2" 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 fencing secured to cement blocks can be substituted for fixed fencing if the Consulting Arborist agrees that the the fencing will have to be moved to accommodate certain phases of construction. The builder may not move the fence without authorization from the Consulting Arborist.
- IV. 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 slats at least one inch thick are to be bound securely, edge to edge, around the trunk. A single layer or more of orange 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 waddle may also be used as trunk wrap by coiling waddle around the trunk up to a minimum height of six feet from grade. A single layer or more of orange plastic construction fencing is to be wrapped and secured around the straw waddle.

RAIN BARREL VOLUME CALCULATIONS:

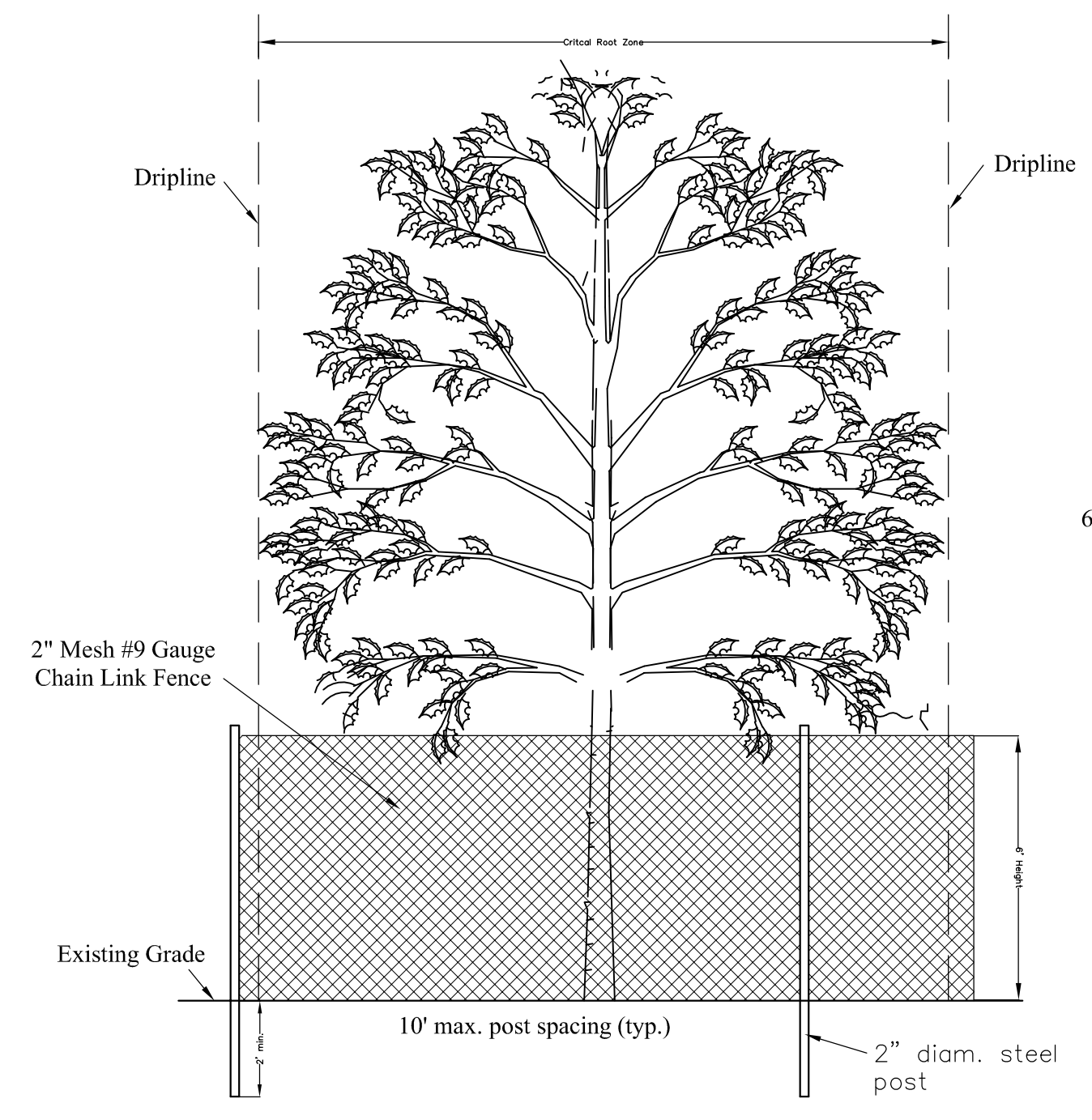
NEW AND REPLACEMENT IMPERVIOUS SURFACE = 715 S.F.
ROOF AREA TO DRAIN TO BASIN = 790 S.F.
1 INCH OF RUNOFF OVER ALL NEW AND REPLACEMENT IMPERVIOUS SURFACES:
1/12 X 725 = 60.4 C.F. WATER = 60.4 x 7.48 = 452 GAL
REQUIRED STORAGE = 452/0.75 = 603 GAL.

RAIN BARREL NOTES:

1. RAIN BARREL MUST BE CONNECTED AND EACH BARREL MUST HAVE AN OVERFLOW THAT DIRECTS THE DISCHARGE AWAY FROM THE BUILDING FOUNDATION.
2. THE SYSTEM MUST HAVE A PUMP TO ENABLE DRAIN-DOWN OF THE TANKS AND TO PROVIDE WATER FOR IRRIGATION AND OTHER NON-CONSUMABLE WATER USES.
3. WATER ENTERING THE BARRELS SHALL BE FILTERED THROUGH SCREEN TO PREVENT DEBRIS FROM ENTERING THE SYSTEM. ALL GUTTERS MUST HAVE LEAF GUARDS.
4. BARRELS AND ALL FITTINGS MUST BE WATERTIGHT.
5. WATER LEVELS MUST BE CHECKED REGULARLY AND THE BARRELS DRAINED TO MAINTAIN SUFFICIENT CAPACITY.
6. BARRELS MUST BE MARKED "DO NOT DRINK"
7. THE TOPS OF THE BARRELS MUST BE 6" MIN. ABOVE GRADE TO PREVENT SURFACE RUNOFF FROM ENTERING.

SEEDING SPECIFICATIONS

PERMANENT SEEDING	
60% KENTUCKY BLUEGRASS	260 LB./AC.
30% RED FESCUE	
10% PERENNIAL RYE GRASS	
FERTILIZER	
10-20-20	1000 LB./AC.
LIME	2 TONS/AC.
MULCH	
HAY OR STRAW	3 TONS/AC.
TEMPORARY SEEDING	
ANNUAL RYEGRASS	40 LB./AC.
FERTILIZER	
5-5-5	1000 LB./AC.
MULCH	
HAY OR STRAW	3 TONS/AC.

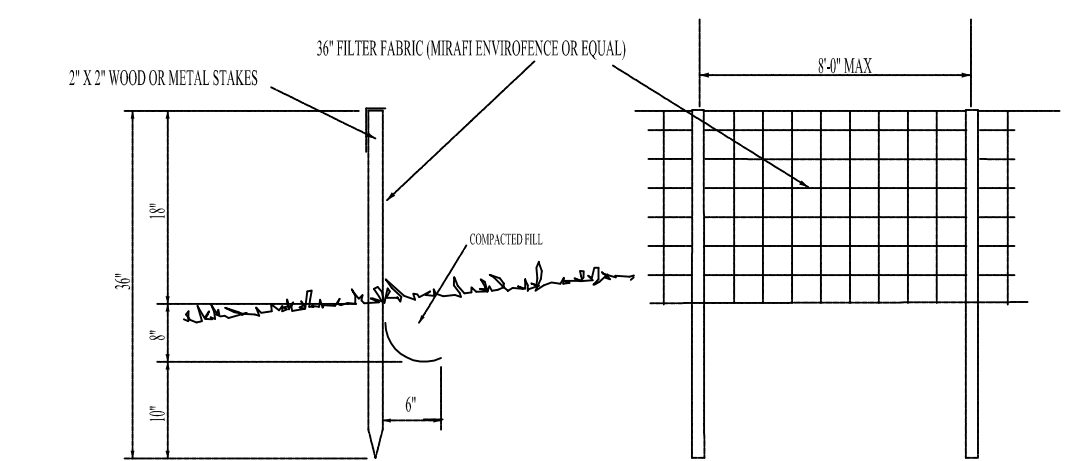


TREE PROTECTION DETAIL
N.T.S.

- DO NOT:
- A. Allow runoff 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 obtaining 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.
 - G. Trench, dig, or otherwise excavate within the dripline or TPZ of the tree(s) without first obtaining authorization from the Consulting Arborist.
 - H. Apply soil sterilants under pavement near existing trees.

CONSTRUCTION SEQUENCE:

1. EROSION AND SEDIMENT CONTROLS MUST BE CONSTRUCTED, STABILIZED AND FUNCTIONAL BEFORE GENERAL SITE DISTURBANCE MAY BEGIN. ONLY LIMITED DISTURBANCE WILL BE PERMITTED FOR THE CONSTRUCTION PROCEDURES AND STAGING MUST BE ADHERED TO CAREFULLY TO MINIMIZE THE TIME THAT THE SOIL IS EXPOSED TO EROSION. CONSTRUCTION TO BE STAGED AS FOLLOWS. THE CONTRACTOR SHALL NOTIFY THE TOWNSHIP ENGINEER AFTER INSTALLING TREE PROTECTION FENCE AND EROSION CONTROL MEASURES AND FORTY-EIGHT (48) HOURS PRIOR TO EARTH MOVING ACTIVITIES.
2. PLACE SEDIMENT CONTROL BARRIERS IMMEDIATELY DOWNHILL OF EARTHMOVING ACTIVITIES.
3. NOTIFY TOWNSHIP ENGINEER PRIOR TO EARTH DISTURBANCE.
4. DEMOLISH EXISTING DECK AND REMOVE DEBRIS FROM SITE.
5. INSTALL RAIN BARRELS AND PIPING. BARRELS MUST HAVE A TOTAL CAPACITY OF 603 GAL.
6. SEED AND MULCH DISTURBED AREA IN ACCORDANCE WITH PADOT FORMULA B.
7. REMOVE SEDIMENT AND EROSION CONTROLS.



SILT FENCE DETAIL
NO SCALE

SCALE

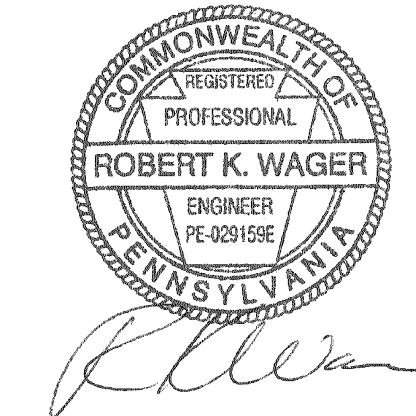


I, _____, THE APPLICANT, DO HEREBY ACKNOWLEDGE THAT ANY REVISION TO THE APPROVED DRAINAGE PLAN MUST BE APPROVED BY THE RADNOR TOWNSHIP.

DATE _____

I, ROBERT K. WAGER, P.E. ON THIS DATE, HEREBY CERTIFY THAT THE DRAINAGE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE RADNOR TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.

DATE 1/21/21



Bond Purchase Agreement

for

\$9,785,000 Maximum Aggregate Principal Amount
TOWNSHIP OF RADNOR
(Delaware County, Pennsylvania)
General Obligation Bonds, Series of 2021

February 22, 2021

\$9,785,000
TOWNSHIP OF RADNOR
Delaware County, Pennsylvania
General Obligation Bonds, Series of 2021

BOND PURCHASE AGREEMENT

February 22, 2021

Jack Larkin, President
Board of Commissioners
Township of Radnor
301 Iven Avenue
Wayne, PA 19087

Dear Mr. Larkin and Board Members:

The undersigned authorized representative of Boenning & Scattergood, Inc. (the "Underwriter") acting on its own behalf, offers to enter into the following agreement (the "Agreement") with Township of Radnor, Delaware County, Pennsylvania (the "Township" or the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's general obligation bonds (the "Bonds"), to be issued in one or more series, at any one time or from time to time, under an ordinance enacted by the Issuer on February 22, 2021 (the "Bond Ordinance") and more fully described herein. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account, (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and as otherwise required by applicable law; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this Agreement and to act hereunder.

The maximum aggregate principal amount of the Bonds to be issued, in one or more series, at any one time or from time to time, the maximum annual principal maturity or mandatory sinking fund payment amounts, the maximum interest rate(s) per annum, and minimum level of savings are set forth in Schedule A attached hereto and incorporated herein by this reference. The Bonds are described in, and shall be issued and secured under and pursuant to, the Bond Ordinance. U.S. Bank National Association, Philadelphia, Pennsylvania (the "Paying Agent"), shall serve as paying agent, sinking fund depository and registrar for the Bonds.

The purchase price for the Bonds shall be the par amount of the Bonds, less underwriter's discount (not to exceed 0.700% of the aggregate principal amount of the Bonds) less original issue discount, if any, plus original issue premium, if any, plus accrued interest, if any. The purchase price for each series of Bonds (if the Bonds are issued in more than one series) shall not be less than 90.000% and not more than 125.000% of the aggregate principal amount of each such series of Bonds, plus accrued interest, if any. The final interest rates, initial offering prices and yields, redemption provisions (optional and mandatory), sources and uses of funds and any other appropriate terms and conditions applicable to any series of the Bonds, not inconsistent with the Bond Ordinance, also shall be as set forth in an addendum to this Agreement in form and substance acceptable to the Issuer, to be executed by both parties at least five (5) days prior to the date of Closing (hereinafter defined) of the applicable series of the Bonds (each, an "Addendum").

Public Offering. The Underwriter agrees to make a bona fide public offering of each series of Bonds issued at any one time or from time to time at prices, not to exceed the public offering price(s) described above, which will be set forth on the inside cover of an Official Statement to be prepared by or on behalf of the Issuer (the "Official Statement") in connection with the marketing and issuance of each series of the Bonds. The Underwriter may subsequently change such offering price(s) without any requirement of prior notice. The Underwriter may offer and sell each series of Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the inside cover of the appropriate Official Statement.

2. *Establishment of Issue Price.*

(a) The Underwriter agrees to assist the Township in establishing the issue price of the Bonds and shall execute and deliver to the Township at the date of Closing ("Closing Date") an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The Township will treat the first price at which 10% of each maturity of the Bonds is sold to the public as the issue price of that maturity (the "actual sales test"). If different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the actual sales test.

(c) The Underwriter will confirm that the Underwriter has offered the Bonds to the public on or before the date of the appropriate Addendum at the offering price or prices

(the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A of the appropriate Addendum, except as otherwise set forth therein. Exhibit B to the appropriate Addendum will set forth, as of the date of the appropriate Addendum, the maturities, if any, of the Bonds for which the actual sale test has not been satisfied and for which the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Township to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any agreement among underwriters, any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the actual sales test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. In making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the relating pricing wires; (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Township further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply

with such other underwriter's agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (1) "public" means any person other than an underwriter or a related party,
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) "sale date" means the date of execution of the appropriate Addendum by all parties.

3. *The Preliminary Official Statement and the Official Statement*

(a) Upon request of the Underwriter, following notification by the Issuer that it intends to issue a series of Bonds under the Bond Ordinance, a Preliminary Official Statement (the "Preliminary Official Statement") shall be prepared for use by the Underwriter in connection with any public offering, sale or distribution of any series of the Bonds. The appropriate Preliminary Official Statement shall be deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of such series of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The Issuer hereby consents to the use by the Underwriter of the appropriate Preliminary Official Statement in connection with a public offering of any series of the Bonds.

(b) Not later than seven (7) business days after the Issuer and the Underwriter execute the appropriate Addendum to this Agreement establishing the final terms applicable to any series of the Bonds, and in sufficient time to accompany any

confirmation that requests payment from any customer, the Issuer shall provide to the Underwriter copies of the appropriate Official Statement satisfying the requirements of the Rule. The applicable Official Statement shall be complete as of the date of its delivery to the Underwriter and in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board ("MSRB") The Issuer hereby authorizes the applicable Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of any series of the Bonds.

(c) If, after the date of any Official Statement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the applicable Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the "end of the underwriting period" for the applicable series of the Bonds), the Issuer becomes aware of any fact or event which would cause the applicable Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the applicable Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter; such fact or event requires preparation and publication of a supplement or amendment to the applicable Official Statement, the Issuer will forthwith prepare and furnish, or cause to be prepared and furnished, at the Issuer's own expense (in a form and manner reasonably satisfactory to the Underwriter), a reasonable number of copies of either amendments or supplements to the applicable Official Statement so that the statements in the applicable Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the applicable Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions; certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the applicable Official Statement.

(d) The Underwriter hereby agrees to file each Official Statement with the Electronic Municipal Market Access System maintained by the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the applicable Closing.

4. *Representations, Warranties, and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth" or "State") duly created, organized and existing under the laws of the Commonwealth, and is a "local government unit" under the Local

Government Unit Debt Act, as amended and supplemented (the "Act"), and has full legal right, power and authority under the Act, and at the date of the Closing will have full legal right, power and authority under the Act and the Bond Ordinance (i) to enter into, execute and deliver this Agreement and a Continuing Disclosure Undertaking (the "Undertaking") as defined in Section 6(i)(4) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Ordinance, the Undertaking and the other documents referred to in this clause (i) are hereinafter referred to as the "Issuer Documents"), (ii) to sell, issue and deliver the Bonds to the Underwriter, in one or more series, as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the applicable Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Underwriter, the Issuer has duly authorized all necessary action to be taken by it for (i) the enactment of the Bond Ordinance and the issuance and sale of the Bonds, in one or more series, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the applicable Official Statement, and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein, in the Bond Ordinance and in the applicable Official Statement;

(c) The Issuer Documents do or will, at Closing, constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Bond Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Ordinance and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Ordinance will provide, for the benefit of the holders, from time to time, of the applicable series of Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Ordinance;

(d) To the best of its knowledge, the Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the Commonwealth or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the Issuer is a party relating to the transaction contemplated by this Agreement or to which the Issuer is or any of its property or assets are otherwise subject and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the

Bonds, the Issuer Documents and the enactment of the Bond Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, enactment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Bond Ordinance;

(e) All authorizations and approvals of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under, the Issuer Documents and the Bonds have been or will be duly obtained;

(f) The Bonds shall conform to the descriptions thereof to be set forth in the appropriate Official Statement under the caption "The Bonds"; the description of the Bond Ordinance to be contained in the appropriate Official Statement under the caption "Introduction" shall conform to the Bond Ordinance; the proceeds of the sale of the Bonds will be applied generally as described in the related Addendum to this Agreement and the appropriate Official Statement under the caption "Purpose of the Bonds"; and the Undertaking shall conform to the description thereof to be contained in the appropriate Official Statement under the caption "Continuing Disclosure";

(g) Except as discussed in the applicable Official Statement, there is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Bonds, pursuant to the Bond Ordinance or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes under existing laws or the exclusion from gross income of interest on the Bonds from Pennsylvania personal income tax and the exemption of the Bonds from Pennsylvania personal property taxes under the laws of the Commonwealth, or contesting in any way the timing or accuracy of the Preliminary Official Statement or the applicable Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the enactment of the Bond Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, if any such action does exist or is threatened, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of its date, the appropriate Preliminary Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (however, the Issuer makes no representations regarding the descriptions of The Depository Trust Company or its book-entry system or the Bond Insurer (as defined herein) or its Bond Insurance Policy (as defined herein), if any).

(i) From its date (unless the appropriate Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Agreement), up to and including the date of Closing, the appropriate Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (however, the Issuer makes no representations regarding the descriptions of The Depository Trust Company or its book-entry system or the Bond Insurer or its Bond Insurance Policy, if any).

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of each series of the Bonds as provided in and subject to all of the terms and provisions of the Bond Ordinance and will not take or omit to take any action that would adversely affect the exclusion from gross income for federal income tax purposes or Pennsylvania personal or corporate net income tax purposes of the interest on each series of the Bonds;

(k) The financial information regarding the Issuer in the appropriate Official Statement shall fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the applicable Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) Prior to the applicable Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money, payable from or secured by any of the revenues or assets which will secure the applicable series of Bonds without prior notice to the Underwriter; and

(m) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

5. *Closing*

(a) On such date or dates that shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds in one or more series, as appropriate, to the Underwriter via the Book-Entry Only System of The Depository Trust Company, New

York, New York, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds in one or more series from time to time, as set forth in Section 1 of this Agreement, by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the applicable series of Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) The applicable series of Bonds shall be delivered to the Paying Agent in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the applicable series of Bonds, registered in the name of Cede & Co., all as provided in the Bond Ordinance. Upon request, copies of the executed Bonds shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

6. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing for each series of the Bonds, from time to time, and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the appropriate Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the applicable series of Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the applicable Closing with respect to the applicable series of Bonds, as if made on the date of the applicable Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the applicable Closing;

(c) At the time of the applicable Closing, (i) the Issuer Documents and the appropriate series of Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the applicable Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;

(d) At or prior to the applicable Closing, the Bond Ordinance shall have been duly enacted by the Issuer and in full force and effect, and the Issuer shall have

duly executed and delivered the appropriate series of Bonds to the Paying Agent for the Paying Agent's authentication of the appropriate series of Bonds;

(e) At or prior to the applicable Closing, the Bond Insurance Policy, if deemed necessary, based upon the underlying rating of the Issuer and market conditions, shall have been duly executed issued, and delivered by the Bond Insurer;

(f) At the time of the applicable Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the applicable Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the reasonable judgment of the Underwriter, impracticable to market the appropriate series of Bonds on the terms and in the manner contemplated in the applicable Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(i) At or prior to the appropriate Closing, the Underwriter shall have received copies of each of the following documents:

(1) The applicable Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the applicable Official Statement; at the request of the Underwriter.

(2) The Bond Ordinance with such supplements or amendments as may have been agreed to by the Underwriter;

(3) This Agreement, together with the applicable Addendum pertaining to the final terms of the applicable series of the Bonds, duly executed by the Issuer;

(4) The Undertaking of the Issuer, which satisfies the requirements of section (b)(5) of the Rule;

(5) The opinion of Bond Counsel in form and substance reasonably satisfactory to the Underwriter with respect to the applicable series of Bonds;

(6) A certificate, dated the date of the appropriate Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the appropriate Closing with respect to the applicable series of Bonds,

as if made on the date of the appropriate Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the applicable series of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the applicable series of the Bonds, or the pledge of the full faith, credit and taxing power of the Issuer, for payment of the applicable series of the Bonds; (iii) the ordinances of the Issuer authorizing the execution, delivery and/or performance of the applicable Official Statement, the applicable series of the Bonds and Issuer Documents have been duly enacted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the applicable Official Statement which should be disclosed in the applicable Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of applicable Closing, and the information contained in the applicable Official Statement, as of the date of the applicable Official Statement did not, and as of the date of the applicable Closing does not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;(however, the Issuer makes no representations regarding the descriptions of The Depository Trust Company or its book-entry system or the Bond Insurer or its Bond Insurance Policy, if any);

(7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the appropriate Closing, which establish that it is not expected that the proceeds of the applicable series of the Bonds will be used in a manner that would cause the applicable series of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions; representations and expectations contained in such certificate;

(8) Any other certificates and opinions required by the Bond Ordinance for the issuance thereunder of the applicable series of the Bonds; and

(9) As set forth in section 6(e) above, if deemed necessary by the Underwriter, based upon the underlying ratings of the Issuer and market conditions, this Agreement is subject to the receipt of appropriate bond

insurance policies (each a "Bond Insurance Policy") prior to the issuance of each series of the Bonds to be issued at the applicable Closing from a bond insurance company or companies, as appropriate, satisfactory to the Underwriter (each a "Bond Insurer") and an appropriate credit rating from a recognized rating agency, based on the receipt of such bond insurance with respect to each such series of Bonds issued in accordance with this Agreement and the Bond Ordinance.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the applicable series of Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the applicable series of Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

7. *Termination.* The Underwriter shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or marketability of the applicable series of Bonds shall be materially adversely affected by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the applicable series of Bonds as described in the applicable Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) Legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction shall be issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character

of the applicable series of Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the applicable series of Bonds, including any or all underlying arrangements, as contemplated hereby or by the applicable Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or Commonwealth officials authorized to do so;

(d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the applicable series of Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(e) Any amendment to the federal Constitution or Constitution of the Commonwealth or action by any federal or Commonwealth court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, the applicable series of Bonds (or interest thereon), or the validity or enforceability of the Bond Ordinance or the levy of taxes to pay principal of and interest on the applicable series of Bonds;

(f) Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the applicable Official Statement, or has the effect that the applicable Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the applicable Official Statement discloses are expected to occur;

(h) Prior to the date of Closing, the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, which in the reasonable judgment of the Underwriter would have a material adverse affect upon the Underwriter's ability to market the applicable series of Bonds;

(i) Any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the applicable Official Statement;

(j) The purchase of and payment for the applicable series of the Bonds by the Underwriter, or the resale of the applicable series of the Bonds by the Underwriter, on the terms and conditions herein provided, shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(k) If in the sole judgment of the Underwriter the ability to market the applicable series of Bonds is materially different from the conditions that would exist if the applicable series of Bonds were being offered on the date hereof, whether as a result of general market conditions, issues particular to the Issuer or the Commonwealth or other events or circumstances similar to or different from those described; Provided, however that if the Underwriter terminates its obligations under this clause, the Issuer may assign this Agreement to another party and thereafter the Underwriter will have no further obligation under this Agreement; and

(l) There shall have occurred since the date of this Agreement a Change in Law, as defined in Section 14 hereof, the effect of which would be to make the issuance, sale and delivery of the Bonds illegal as to the Issuer.

Notwithstanding the foregoing, the Issuer shall have the right and privilege to terminate its obligation to sell, issue and deliver the applicable series of Bonds to the Underwriter pursuant to this Agreement for any reason, with or without cause, at any time following the initial date of this Agreement and the Bond Ordinance, but not after the date of the execution of any Addendum to this Agreement by the Issuer pro tanto (to the extent of the principal authorized in any Addendum), upon payment of reasonable out-of pocket expenses to the Underwriter. Written notice of the Issuer's election to terminate this Agreement shall be given to the Underwriter promptly, and thereafter the Issuer will have no further obligation under this Agreement.

8. *Expenses.* The Issuer shall pay all costs of issuance of each series of the Bonds, including any rating fees, filing fees or bond insurance premiums, the costs of printing of Bonds and the applicable Official Statement, underwriting discount, financial advisor fees, paying agent fees, sinking fund depository fees, bond counsel and local counsel fees and expenses, and any other such miscellaneous expenses which occur in the normal underwriting of a Bond issue.

9. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter). Notwithstanding the foregoing, the Issuer shall have the right, which right is hereby specifically acknowledged by the Underwriter, to direct the Underwriter to assign this Agreement and the Underwriter's interests in this Agreement to such party as the Issuer may direct in writing to the Underwriter at any time after May 11, 2020. Upon such assignment the Underwriter shall be relieved of any obligations under this Agreement. The Issuer shall be responsible for the reasonable out of pocket expenses of the Underwriter in the event of any directed assignment to another

party. This Agreement may be assigned by the Underwriter with the Issuer's prior written consent.

10. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

All of the Issuer's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the applicable series of Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

11. *Choice of Law.* This Agreement and all matters arising out of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

12. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

14. *Change in Law.* For purposes of this Agreement "Change in Law" shall mean (i) any final change in or addition to applicable Federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations or other pronouncements or interpretations by federal or state agencies (if such change or addition becomes effective on or before the Closing), (ii) any legislation enacted by the Congress of the United States or introduced therein or recommended for passage by the President of the United States (if such enacted, introduced or recommended legislation has a proposed effective date which is on or before the Closing), (iii) any law, rule or regulation proposed or enacted by any governmental body, department or agency (if such proposed or enacted law, rule or regulation has a proposed effective date which is on or before the Closing), (iv) any judgment, ruling or order issued by any court or administrative body, which in any such case, would, as to the Underwriter, prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) the Underwriter from purchasing the Bonds as provided herein or selling the Bonds or beneficial ownership interests therein to the public or, as to the Issuer, would make the issuance, sale or delivery of the Bonds illegal (or have the retroactive effect of making such issuance, sale or delivery illegal, if enacted, adopted, passed or finalized), or (v) the passage, promulgation, issuance or rendering of any final legislation, regulation, ruling, order, release, court decision or judgment or other action by a governmental body, regulatory agency or court the effect of which is any of the following:

(i) Bond Counsel is or will be unable to deliver to the Underwriter at Closing an opinion of bond counsel in form and substance reasonably satisfactory to the Underwriter, as required by this Agreement;

(ii) The Issuer does not have the power to levy an annual ad valorem tax on all taxable property located within the Issuer for the purpose of paying the principal of and interest on the applicable series of Bonds;

(iii) The offering or sale of the applicable series of Bonds is subject to registration under Pennsylvania or Federal securities laws, or the applicable series of Bonds or any document executed in connection therewith is subject to registration under Pennsylvania or Federal securities laws; or

(iv) In the sole judgment of the Underwriter, the offering or sale of the applicable series of Bonds would be or result in a violation of applicable Pennsylvania or Federal securities laws or the Act.

15. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were on the same document) and all of which shall constitute one and the same document.

17. *Amendment.* This Agreement may only be amended by a written agreement executed by the parties hereto.

The Issuer may approve this Agreement by executing a counterpart of this Agreement and returning it to the Underwriter. This Agreement shall become a binding agreement between the Issuer and the Underwriter when a counterpart of this Agreement shall have been executed by or on behalf of each of the parties hereto.

Very truly yours,

BOENNING & SCATTERGOOD, INC.

By: 
Michael A. Wolf, Managing Director
Boenning & Scattergood, Inc.

ACCEPTED on February 22, 2021 pursuant to the Bond Ordinance enacted by the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania on February 22, 2021.

TOWNSHIP OF RADNOR
Delaware County, Pennsylvania

By: _____
Name:
Title: _____

SCHEDULE A

TOWNSHIP OF RADNOR DELAWARE COUNTY, PENNSYLVANIA GENERAL OBLIGATION BONDS, SERIES OF 2021

MAXIMUM BOND MATURITIES, AMOUNTS AND NOT-TO-EXCEED INTEREST RATES

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/31/2021	-	-	-	-	-
06/15/2021	990,000.00	5.500%	112,119.79	1,102,119.79	-
12/15/2021	-	-	241,862.50	241,862.50	1,343,982.29
06/15/2022	1,000,000.00	5.500%	241,862.50	1,241,862.50	-
12/15/2022	-	-	214,362.50	214,362.50	1,456,225.00
06/15/2023	1,015,000.00	5.500%	214,362.50	1,229,362.50	-
12/15/2023	-	-	186,450.00	186,450.00	1,415,812.50
06/15/2024	1,025,000.00	5.500%	186,450.00	1,211,450.00	-
12/15/2024	-	-	158,262.50	158,262.50	1,369,712.50
06/15/2025	505,000.00	5.500%	158,262.50	663,262.50	-
12/15/2025	-	-	144,375.00	144,375.00	807,637.50
06/15/2026	505,000.00	5.500%	144,375.00	649,375.00	-
12/15/2026	-	-	130,487.50	130,487.50	779,862.50
06/15/2027	520,000.00	5.500%	130,487.50	650,487.50	-
12/15/2027	-	-	116,187.50	116,187.50	766,675.00
06/15/2028	520,000.00	5.500%	116,187.50	636,187.50	-
12/15/2028	-	-	101,887.50	101,887.50	738,075.00
06/15/2029	520,000.00	5.500%	101,887.50	621,887.50	-
12/15/2029	-	-	87,587.50	87,587.50	709,475.00
06/15/2030	525,000.00	5.500%	87,587.50	612,587.50	-
12/15/2030	-	-	73,150.00	73,150.00	685,737.50
06/15/2031	520,000.00	5.500%	73,150.00	593,150.00	-
12/15/2031	-	-	58,850.00	58,850.00	652,000.00
06/15/2032	530,000.00	5.500%	58,850.00	588,850.00	-
12/15/2032	-	-	44,275.00	44,275.00	633,125.00
06/15/2033	535,000.00	5.500%	44,275.00	579,275.00	-
12/15/2033	-	-	29,562.50	29,562.50	608,837.50
06/15/2034	535,000.00	5.500%	29,562.50	564,562.50	-
12/15/2034	-	-	14,850.00	14,850.00	579,412.50
06/15/2035	540,000.00	5.500%	14,850.00	554,850.00	-
12/15/2035	-	-	-	-	554,850.00
Total	\$9,785,000.00	-	\$3,316,419.79	\$13,101,419.79	-

Optional Redemption

To be as set forth in the appropriate Addendum to this Agreement; but must comply with the Bond Ordinance.


Minimum Level of Savings

The Required Savings (as defined in the Bond Ordinance) must be equal to at least three percent (3.0%) of the principal amount of the Refunded Bonds.

The Issuer and the Underwriter hereby confirm that conditions and parameters set forth in the Ordinance have been satisfied and the Issuer accepts the final terms of the Bonds as set forth in this Addendum.

Respectfully yours,

BOENNING & SCATTERGOOD, INC.

By:  _____
Name: Michael Wolf
Title: Managing Director

ACCEPTANCE

The Issuer hereby accepts the final terms of the Bonds as set forth in this Addendum this _____ day of _____, 2021.

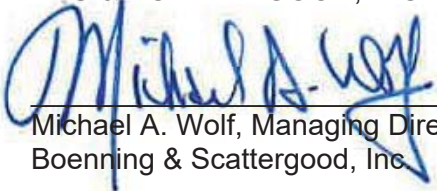
RADNOR TOWNSHIP

By: _____
Name: William M. White, MBA
Title: Township Manager

The Issuer may approve this Agreement by executing a counterpart of this Agreement and returning it to the Underwriter. This Agreement shall become a binding agreement between the Issuer and the Underwriter when a counterpart of this Agreement shall have been executed by or on behalf of each of the parties hereto.

Very truly yours,

BOENNING & SCATTERGOOD, INC.

By: 
Michael A. Wolf, Managing Director
Boenning & Scattergood, Inc.

ACCEPTED on February 22, 2021 pursuant to the Bond Ordinance enacted by the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania on February 22, 2021.

TOWNSHIP OF RADNOR
Delaware County, Pennsylvania

By: _____
Name:

Title: _____

ORDINANCE NO. 2021-02

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING A THREE-YEAR LEASE FOR THE PHILADELPHIA AREA INDEPENDENT SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA) FOR A PORTION OF THE RADNOR TOWNSHIP MUNICIPAL BUILDING, CONSISTING OF APPROXIMATELY 1500 SQUARE FEET

WHEREAS, PAISBOA wishes to replace and renew its existing lease for a portion of the Township Municipal Building for an additional three-year term; and

WHEREAS, Section §3.03 of the Radnor Township Home Rule Charter requires the enactment of an ordinance when entering into a lease of real property for a term of three or more years.

NOW, THEREFORE, be it *ENACTED* and *ORDAINED* by the Radnor Township Board of Commissioners that a new Lease, as set forth on the attached **Exhibit "A"**, is hereby approved between the Township and PAISBOA for a three-year term with a one-year renewal term for a portion of the Radnor Township Municipal Building, consisting of approximately 1,500 square feet to commence on March 1, 2021 at an annual rent as follows:

First year-----\$42,630.00 annual rent payable in monthly installments
Second year----\$43,270.00 annual rent payable in monthly installments
Third year-----\$43,920.00 annual rent payable in monthly installments

EFFECTIVE DATE. This Ordinance shall take effect in accordance with the Radnor Home Rule Charter.

REPEALER. Any Ordinances, or parts of Ordinances, conflicting with this Ordinance are hereby repealed to the extent of such inconsistency.

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 parts of this Ordinance. It is hereby declared as the intent 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 herein.

ENACTED and *ORDAINED*, this _____ day of _____ 2021.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
Name: William White
Title: Township Manager / Secretary

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made effective this _____ day of _____, A.D., 2021, by and between RADNOR TOWNSHIP (hereinafter "Landlord") and PHILADELPHIA AREA SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA) (hereinafter "Tenant").

WITNESSETH:

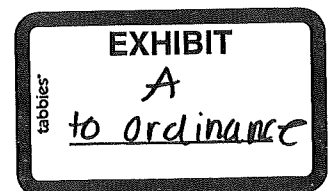
Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Premises upon all the terms and conditions herein contained. Intending to be legally bound hereunder and in good and valuable consideration of the rents herein reserved and the mutual covenants herein contained, Landlord and Tenant hereby agree as follows:

1. LEASED PREMISES.

A. Landlord, for and in consideration of the covenants and conditions hereinafter contained on the part of the Tenant to be performed, and in consideration of the rental hereinafter reserved, does hereby grant, lease, demise, and let unto Tenant and Tenant does hereby rent, and take from Landlord ALL THAT CERTAIN real property consisting of approximately 1,500 square feet of office space, more or less, of that portion on the second floor of the Radnor Township Municipal Building as more fully described in *Exhibit "A"*, located at 301 Iven Avenue, Radnor Township, Delaware County, Pennsylvania, all of which are hereinafter called the "Leased Premises" and/or "Premises" and/or "Property". Landlord warrants and represents that Radnor Township is the owner of the Leased Premises and has good and marketable title thereto.

B. The Landlord has leased to the Tenant and the Tenant has leased from the Landlord the Leased Premises together with use of the parking areas, use of the lunch room, use of the fitness room, one (1) dedicated landline for the fax machine, wireless internet access (public wireless network) and all of the fixtures, apparatus, and existing office furniture, together with all rights and easements appurtenant to be provided by Landlord and located therein. Tenant acknowledges and agrees that Tenant has the right to use the wireless internet access provided by Landlord. Tenant further acknowledges and agrees that Landlord does not guarantee or warrant security for the use of the internet access and that Tenant shall to the fullest extent allowed by law, indemnify, defend and hold harmless the Landlord against any and all claims, damages, liabilities, demands, fines, losses, liabilities, costs or deficiencies (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action and/or proceeding) arising out the use of the internet access.

C. Tenant may request and schedule to use the Radnorshire meeting room located on the first floor of the Township Municipal Building at a cost of Two Hundred Fifty Dollars (\$250.00) per meeting.



D. Tenant shall provide Landlord access to its purchasing consortium for purposes of gaining professional development software, training and the like.

2. USE. Tenant shall continuously use and occupy the Leased Premises during the Term of this Lease, which use and occupancy shall be solely for the purpose of office space and related training, and for no other purpose or purposes without the prior written consent of Landlord. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if a failure to procure such a license or permit might or would in any way affect Landlord, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit

3. TERM.

A. The term of this Lease shall be for a period of three (3) years ("Term") commencing the 1st day of March, 2021 and expiring at 11:59 p.m. on the 29th day of February, 2024. This lease shall replace the existing lease between the parties dated July 30, 2020 and approved by Ordinance 2020-10.

B. Either party shall have the right to terminate this Lease upon giving notice to the other, in writing, at least ninety (90) days prior to the last day of the Term or the subsequent renewal term that the Lease will terminate on the last day of the then current Term.

C. If neither party gives notice of termination to the other as described in Section 3.B. above, the Lease shall continue for one additional one (1) year term ("Renewal Term"). This Lease shall automatically terminate on the last day of the Renewal Term unless otherwise agreed by both parties in writing. The Renewal Term shall be upon the same terms, provisions and conditions as are in effect under this Lease immediately prior to the time such Renewal Term begins. Rent due under the Renewal Term shall be equal to the final year of the three year Term.

4. RENT AND LATE PAYMENT.

A. The annual rent payable by Tenant to Landlord during the first year of the Lease Term shall be Forty Two Thousand Six Hundred Thirty Dollars (\$42,630.00) payable in monthly installments of Three Thousand Five Hundred Fifty-Two Dollars and Fifty Cents (\$3,552.50) in advance upon the first day of each month during the Lease Term.

B. The annual rent payable by Tenant to Landlord during the second year of the Lease Term, commencing with the March, 2022 installment, shall be Forty Three Thousand Two Hundred and Seventy Dollars (\$43,270.00) payable in monthly installments of Three Thousand Six Hundred and Five Dollars and Eighty-Three Cents (\$3,605.83) in advance upon the first day of each month.

C. The annual rent payable by Tenant to Landlord during the third year of the

Lease Term, commencing with March, 2023 installment, shall be shall be Forty Three Thousand Nine Hundred Twenty Dollars (\$43,920.00) payable in monthly installments of Three Thousand Six Hundred and Sixty Dollars (\$3,660.00).

D. The payment of rent under the terms of this lease shall commence on March 1, 2021. Timely payment of the rental and performance of all terms and conditions of this Lease are of the essence of this Lease.

E. If the monthly rent is not paid within five (5) days of the day that it is due, Tenant agrees to pay a late charge of Three Hundred Fifty-Five Dollars and Twenty-Five Cents (\$355.25) or ten percent (10%) of the monthly payment, whichever is greater. The late charge shall compensate Landlord for additional administrative costs and expenses caused by the late payment. If payment is made to Landlord at the proper address by first class mail, postage prepaid, then the date of the postmark shall be used as the date of payment.

F. Upon the execution of this Lease the Tenant shall pay Landlord the first month's rent in the amount of Three Thousand Five Hundred Fifty-Two Dollars and Fifty Cents (\$3,552.50).

5. SECURITY DEPOSIT. Under the term of the previous lease, Tenant has deposited with Landlord the sum of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00) as a security deposit. Landlord shall continue to hold said security deposit which shall be available to be used by Landlord towards the satisfaction of any of the duties or liabilities of Tenant hereunder upon default.

6. UTILITY CHARGES AND SECURITY SERVICES.

A. Landlord shall be solely responsible for all charges for heat, electricity, water, trash, janitorial services and any other utilities and services used upon or furnished to the Leased Premises, except as provided in Section 6.C.

B. Landlord shall provide uninterrupted electrical power to all "orange" outlets located in the Leased Premises (via UPS/generator).

C. Tenant shall be solely responsible for the purchase, installation and maintenance of all phone systems, private internet services and/or cable communications, including all costs and charges imposed upon such services.

D. Landlord shall provide and maintain a security system with security card access operated by the Township.

7. ASSIGNMENT-SUBLETTING. Notwithstanding any provision herein to the contrary, Tenant shall not assign or in any way transfer this Lease or any estate or interest therein, to any other party, and will not lease or sublet the Premises, or any part or parts thereof, except that PAISBO will be sharing office space with the PAISBOA Health Benefit Trust. Tenant will at all times be solely responsible for all rent payments and other terms and conditions of this Lease.

8. REQUIREMENTS OF LAW. Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Municipal governments and of any and all of their Departments and Bureaus which are applicable solely to the use of the Leased Premises by Tenant during the term or any renewal thereof; provided, however, that nothing contained in this Section 8 shall be deemed to obligate Tenant to make any structural changes in, or to correct any structural defects in, the building or improvements on the Leased Premises, or to make any repairs, changes or alterations or to add any equipment or device rendered necessary by any building or other improvement not having been constructed in compliance with law. Landlord represents that as of the commencement date, the Leased Premises is not, to the best of Landlord's knowledge, in violation of any such governmental law, regulation or requirement and Landlord shall comply will all statutes, ordinances, rules, regulations, orders and requirements of the Federal, State and Municipal governments and with any and all of their Departments and Bureaus applicable to the physical nature and character of the Leased Premises being otherwise applicable to the construction or makeup of the Leased Premises as opposed to the use thereof by Tenant.

9. RIGHT TO COMPLY. In case of the Tenant, after the time required to remedy defaults under this Lease, shall fail or neglect to comply with the statutes, ordinances, rules, regulations, orders and requirements set forth in Section 8, or any of them, and required to be complied with by the Tenant, then the Landlord or his agents may, by entry if required, comply with any and all of the said statutes, ordinances, rules, regulations, orders and requirements at the risk and expense of the Tenant, and recover such expense from the Tenant; any sums owing by Tenant to be added to the next monthly installment of rent and to be collectable as rent.

10. DISCONTINUANCE AND INTERRUPTION OF SERVICE.

A. Landlord shall not be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability or disruption of any utility service and the same shall not constitute a termination of this Lease, or actual or constructive eviction of Tenant.

B. In the event utilities serving the Leased Premises are disrupted due to the negligence or acts of omission of Landlord, its agents, contractors, servants or employees, Landlord shall promptly restore the affected utilities at Landlord's sole cost and expense. If the disrupted utilities are not restored by Landlord within five (5) days after the Landlord has received written notice of the disruption, and Tenant is unable to conduct its business in the Leased Premises due to the disruption of utility service, the Rent shall be abated commencing on the time service was disrupted and ending on the date Landlord restores the disrupted utilities. In no event, however, shall Landlord be liable for consequential damages resulting from any disruption of utilities.

C. Landlord, with the consent of Tenant, shall at all times have the right to alter any and all utilities, and the equipment relating thereto, serving the Leased Premises. Tenant shall execute and deliver to Landlord without delay such documentation as may be required to effect such alteration. Landlord shall use good faith efforts not to materially affect Tenant's business operations in the Leased Premises during such period of alteration.

11. REPAIRS.

A. Landlord shall, at Landlord's expense, maintain and repair the heating, ventilating and the air-conditioning systems ("HVAC System"), plumbing systems and the interior of the Leased Premises and the fixtures therein except as hereinafter required to be done by Tenant. Tenant shall not clog any plumbing, sewers, waste pipes, drains and water closets used by Tenant, and if the same shall become clogged as a result of Tenant's use, Tenant shall repair the same. If Tenant shall fail to start any work required to be done by Tenant under this Section 11 within fifteen (15) days after written notice from Landlord and to complete the same with reasonable diligence, then Landlord may provide such repairs or maintenance for the account of Tenant and the cost thereof shall be added to the next monthly installment of rent payable hereunder and collectable as rent.

B. Landlord shall, at Landlord's expense, keep certain elements of the Leased Premises in good order, repair and condition, and to replace if so required the foundation, floor slab, roof, all electric and plumbing systems, pipes, tubes, and other conduits and utility lines of the Demises Premises or embedded into the structure of the Leased Premises or within or under the floor slab; flashings, gutters and downspouts; interior load bearing walls and exterior walls, repairs to the streets, access drives, service drives, curbing, sidewalks; all repairs, structural or otherwise to the interior of the Leased Premises made necessary by structural failures, acts of God and leakage or flowing of water into the Leased Premises; all repairs, structural or otherwise, occasioned by losses which are covered by either Landlord's casualty policy or by a standard fire and extended coverage policy; and all necessary replacements of the HVAC System to maintain same in good operating condition.

C. Unless specified herein, any repairs to be made by Landlord will be made within a reasonable time after notice from Tenant. Notwithstanding, Landlord shall commence said repairs within thirty (30) days after notice from Tenant and thereafter diligently prosecute the same to completion; subject to strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, wherein in such event(s), the period for repairs shall be extended for the amount of time Landlord is so delayed.

12. ALTERATIONS AND REMOVALS. Tenant may not make any non-structural alterations, additions, and/or improvements to the Leased Premises unless Tenant receives written approval of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall be obligated to restore the Leased Premises to their original condition, wear and tear excepted. Tenant shall have the right to remove any or all such non-structural alterations, additions, and improvements from time-to-time and at the expiration or earlier termination of this Lease; provided, however, that any such alterations, additions and improvements installed and paid for by Tenant not removed by Tenant shall become the property of Landlord. Tenant shall have the right to install and remove from time-to-time and at the expiration or earlier termination of this Lease, whether the same be attached to the Leased Premises or otherwise, Tenant's trade fixtures and equipment and business fixtures and equipment including, without limitation, office partitions, platforms, and furniture as well as any building machinery and building equipment belonging to

Tenant. Tenant shall promptly repair any damage to the Leased Premises caused by the removal by Tenant of any of Tenant's property therefrom.

13. LANDLORD'S RIGHT OF ACCESS. Landlord, his agents, servants and employees shall have the right to enter the Leased Premises (on 24-hours verbal or written notice), for the purposes of inspecting the same to ascertain whether Tenant is performing the covenants of this Lease, and during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises or otherwise in the event of need, under special arrangements with Tenant, for the purpose of making required repairs, alterations, improvements or additions, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required without the same constituting an eviction of Tenant in whole or in part, and, except as otherwise provided, the rent reserved shall in no way abate while said repairs are being made by reason of loss or interruption of the business of Tenant because of the prosecution of any such work. During the one hundred twenty (120) days preceding the expiration of this Lease, Tenant shall permit Landlord or Landlord's agents to show the Leased Premises to prospective Tenants with reasonable frequency during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises.

14. INSURANCE; INDEMNITY. Tenant shall carry during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, and fire insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the property, or the occupancy or use by Tenant of the property, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

15. LANDLORD'S INSURANCE. Landlord also may, but shall have no obligation to, carry, at its sole cost and expense unless Tenant is not carrying such insurance as provided under this Agreement during the Term hereof (in which event the cost shall be that of Tenant and shall be deemed Additional Rent hereunder), all risk property insurance, comprehensive liability insurance and any other insurance deemed appropriate by Landlord (hereinafter "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage insuring the improvements and betterments located at the Leased Premises for one hundred percent (100%) of the replacement value thereof, together with all other coverages deemed appropriate by Landlord.

16. WAIVER OF SUBROGATION. Tenant hereby waives any rights they may have against the Landlord on account of any loss or damage occasioned to Tenant in or about the Leased Premises or its contents, arising from any risk covered by fire and extended coverage insurance. The parties hereto each, on behalf of their respective insurance companies insuring the property of the parties hereto against any such loss, waives any right of subrogation that such insurers may have against the parties hereto.

17. CONDITION OF THE LEASED PREMISES. By taking and assuming possession of the Leased Premises, Tenant acknowledges that it has: (i) inspected the Property; and (ii) accepted the Leased Premises, and all improvement, betterments and equipment, with no representation or warranty by Landlord as to the condition or suitability of the Leased Premises and/or Property for the Tenant's purpose. Tenant accepts the Leased Premises as is, where is, with all faults, latent or otherwise, and without any representations, warranties or promises from Landlord whatsoever, provided however the Landlord represents and warrants that, to its knowledge, the Tenant's use of the Leased Premises for office space under this Lease is in full compliance with the applicable law, regulations and zoning currently in effect.

18. SIGNS. Tenant shall not have the right to place signs on any part of the Leased Premises unless approved in advance by Landlord. It is contemplated that Tenant will have a single sign on the exterior of the Leased Premises and temporary signs from time-to-time for business events.

19. WASTE AND NUISANCE.

A. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises and shall not place a load upon any floor of the Leased Premises which exceeds the weight per square foot which such floor was designed to carry. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Township Municipal Building. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing or other device which will carry sound or odors outside the Leased Premises. Tenant agrees that business machines and mechanical equipment used by Tenant which cause vibration or noise that may be transmitted to the building or buildings comprising the Township Municipal Building or to the Leased Premises, to such a degree as to be reasonable objectionable to Landlord or to any occupant, shall be placed and maintained by Tenant at its expense in setting of cork, rubber or spring-type vibration isolators sufficient to eliminate such vibrations or noise.

B. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance to other tenants, neighbors and business invitees of Tenant and the general public in the Township Municipal Building, parking areas or other common areas.

20. DAMAGE OR DESTRUCTION. If the Municipal Building is damaged by fire or other casualty that, in Landlord's reasonable judgment substantial alteration or reconstruction of the building shall be required, or if the Leased Premises has been damaged, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of such casualty. Such termination shall be effective as of the date of fire or casualty with respect to any portion of the Leased Premises that was rendered untenable, and secondly, as of the effective date of termination specified in Landlord's notice with respect to any portion of the Leased Premises that remains tenantable. If this Lease is not so terminated by Landlord, Landlord shall proceed with reasonable diligence to restore the Leased Premises and the building, and minimum rent shall abate from the date of the casualty.

21. SUBORDINATION TO MORTGAGE. All mortgages which now or in the future affect the building have priority over this Lease. This means that the holder of a mortgage may end this Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If Tenant refuses, Landlord may sign the papers on behalf of the Tenant.

22. REMEDIES OF LANDLORD UPON TENANT'S DEFAULT.

A. Tenant agrees that if any rent or any charges herein included as rent shall remain unpaid on any day on which the same ought to be paid, then Landlord or any person acting under Landlord, may enter the Leased Premises and without further demand proceed by distress and sale of the goods there found to levy the rent and all other charges herein payable as rent, and all costs and officer's commissions, including watchmen's wages and further including a sum equal to five (5%) percent of the amount of the levy as commissions to the constable or other person making the levy, shall immediately attach and become a part of the claim of said Landlord for rent and any tender of rent without said costs, commissions and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of said Landlord. Tenant hereby expressly waives the benefit of all laws now made or that may hereafter be made regarding any limitation as to the goods upon which, or the time within which distress is to be made after removal of goods, and further relieves the Landlord of the obligation of proving or identifying or appraising such goods and said Tenant hereby agrees to leave no goods of any kind for use on the Leased Premises with the understanding that such goods shall be exempt from levy for rent and other charges herein reserved as rent, it being the purpose and intent of this provision that all goods of Tenant, whether upon the Leased Premises or not, shall be liable to distress for rent. Tenant waives in favor of Landlord all rights under the Landlord and Tenant Act of 1951, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five (5) days from said distraint without any appraisal and/or condemnation thereof. Tenant further waives the right to issue a Writ of Replevin under the Laws of the State of Pennsylvania now in force or which may be hereafter enacted, for the recovery of any articles and goods seized under a distress for rent or levy upon execution for rent, damages or otherwise, and all waivers mentioned herein are hereby extended to apply to any such action. In addition to the foregoing, Landlord shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, using as much force as necessary and such property may be removed and stored in a public warehouse at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

B. Should Landlord elect to re-enter the Leased Premises as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law it may either terminate this Lease or it may from time-to-time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of

such reletting, including, brokerage fees payable by Landlord to its agent under both the existing letting hereunder and the reletting, and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

C. Tenant further agrees and it is hereby made a condition of this Lease, or any extension thereof, that if Tenant shall commit any of the breaches enumerated in Section 25 hereof, then Landlord, in the event of any such breach or breaches, at its sole option, may give Tenant a Notice of Intention to end the term of this Lease at the expiration of five (5) days from the service of such Notice of Intention, and upon the expiration of said five (5) day period this, Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) as well as all of the right, title and interest of the Tenant hereunder shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein originally specified for the expiration of the term herein demised; and Tenant shall then immediately quit and surrender to Landlord the Leased Premises, including, any and all buildings and improvements thereon, and Landlord may enter into and repossess the Leased Premises by summary proceedings, detainer, ejectment, or otherwise and remove all occupants thereof and at Landlord's option, any property thereon without being liable to indictment, prosecution of damage therefore.

D. Should Landlord at any time terminate this Lease for any breach hereof or exercise its right of re-entry hereunder, then, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees and the amount of rent and charges equivalent to rent reserved in this for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord and Landlord shall thereafter pay to Tenant, at such time or times as Landlord shall be in receipt of the same, the rent for the Leased Premises for the remainder of the stated term collected from tenants thereafter using the premises, up to the amount of the rent reserved which has theretofore been collected from Tenant, less costs of reletting, including brokerage commissions, attorney's fees, costs incurred in making repairs, replacements or decorations in the Leased Premises, advertising expenses and all other costs and expenses incidental or consequent to such reletting. It is hereby further understood that any such reletting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled to credit in respect to any net rents from such a reletting (except to the extent that such net rents are actually received by Landlord). Landlord shall in no event be responsible or liable for any failure to relet the Leased Premises or any part thereof, nor for failure to collect the rental therefore under such reletting.

E. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other amount due under the provisions of this lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including, all court costs and reasonable attorney's fees.

F. In the event of any default hereunder, Tenant agrees that thereupon and in such event the whole rent reserved for the balance of the term and all other sums payable hereunder as rent for the balance of the term or any part thereof shall immediately become due and payable in advance, and Landlord may immediately proceed to distain, collect, confess judgment or bring action for the said whole rent or such part thereof provided for in case of rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof.

G. In the event Tenant breaches or threatens to breach this Lease prior to possession, in addition to any other rights accruing to Landlord by operation of law or equity, by or under any legal proceedings, or by the provisions of this Lease, Landlord may cancel this Lease by giving Tenant five (5) days written notice of its intent to do so whereupon all security deposits will be retained by Landlord as liquidated damages and Landlord, at its option, may proceed to relet the Leased Premises with no liability or obligation to Tenant whatsoever. This Section shall be self-operative and no further instrument of cancellation shall be required of Tenant and Landlord.

H. It is further agreed that in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, Landlord shall have the right to injunctive relief to restrain the Tenant and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements are herein provided. It is further agreed that each and every right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

23. QUIET ENJOYMENT. Landlord does covenant that Tenant on paying the rent and performing the covenants aforesaid shall and may peaceable and quietly have, hold and enjoy the said Leased Premises during all terms of this Lease.

24. WAIVER. Neither Landlord nor Tenant shall be deemed to have waived any provisions of this Lease, including breach of any term, covenant, provision of this Lease, unless the same has been specifically waived by Landlord or Tenant, as the case may be, in a writing executed by an authorized officer of Tenant or Landlord. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. NOTICES. Whenever any demand, request, approval, consent or notice (“Notice”) shall or may be given by one party to the other, Notice shall be addressed to the parties at their respective addresses set forth as follows:

Notice to Landlord shall be addressed to: Township Manager
Township of Radnor
301 Iven Avenue
Wayne, PA 19087

Notice to Tenant shall be addressed to:

Any such notices shall be and delivered by a nationally recognized overnight express courier (e.g.: FedEx), or registered or certified mail return receipt requested, postage prepaid. The date of actual receipt shall be deemed the date of service of Notice. In the event an addressee refuses to accept delivery, however, then Notice shall be deemed to have been served on either (i) the date delivery is refused, (ii) the next business day in the case of delivery by overnight courier, or (iii) three (3) business days after mailing the notice in the case of registered or certified mail. Either party may, at any time, change its Notice address by giving the other party Notice, in accordance with the above, stating the change and setting forth the new address.

26. RECORDING. Neither this Lease nor any memorandum thereof shall be recorded without the written consent of Landlord and Tenant.

27. SURRENDER AND HOLDOVER.

A. Tenant, upon expiration or earlier termination of this Lease, or any renewal or extension hereof, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Leased Premises in “broom-clean” condition and in good repair. In the event that Tenant shall fail to surrender the Leased Premises, Landlord in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, an amount equal to twice the minimum rent, provided, however, that nothing contained in this section shall be deemed or construed as conferring upon Tenant a right to remain in possession of the Leased Premises beyond the expiration or termination of the Lease, or any extension or renewal hereof.

B. In the event Tenant shall remain in possession of the Leased Premises with Landlord’s consent but without having executed a new Lease or an extension or renewal of the within Lease, then Tenant shall be deemed to be in occupancy and possession of the Leased Premises as a Tenant from month to month, subject to all the other terms, conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. In the event that there occurs such consensual holdover as aforesaid, and if either party thereafter

desires to terminate said occupancy at the end of any one month period following the expiration date of the term of this Lease, the parties so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect.

28. WAIVER OF LIENS. Tenant agrees that in the event that the Landlord gives written approval and permits any alterations or repairs to be made to the Leased Premises, that before any work is started or performed, a Waiver of Liens shall be prepared by the Landlord at the Tenant's expense and signed by the contractor and/or materialmen and the Landlord. That said Waiver of Liens shall be filed of record at the Tenant's expense in accordance with the Mechanic's Lien Laws of the Commonwealth of Pennsylvania. The parties hereto agree that a Waiver of Liens will only be required where the improvements or repairs are in excess of Five Thousand (\$5,000.00) Dollars.

29. COVENANTS RUN TO HEIRS. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements, and undertakings in this Lease contained shall extend to and be binding on the respective successors and assigns of the respective parties hereto and the same as if they were in every case named and expressed.

30. LIMITATION OF LANDLORD'S LIABILITY.

A. Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or any obligation or liability arising therefrom or in connection therewith unless such liability is the result of Landlord's or Landlord's agents or invitees negligent act(s) or omissions.

B. All property (whether real, personal or mixed) at any time located in or upon the Property shall be at risk of the Tenant only, and Landlord shall not become liable for any damage to said property or to Tenant, or to any other person or property caused by water leakage, steam, sewage, gas or odors or to any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes, or any fixtures or equipment or appurtenances whatsoever, unless said damages are a result of Landlord's or Landlord's agents or invitees negligence or act(s) or omissions.

31. NO MODIFICATION. This Lease is intended by the parties as a final expression of their agreement as a complete and exclusive statement of the terms thereof. All prior negotiations, considerations and representations between the parties (oral or written) having been incorporated herein. No course of proper dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. No representations, understandings, agreements, warranties or promises with respect to the Leased Premises, the Property, the Adjacent Parcel and/or the Building or with respect to past, present or future activities, tenancies, rents, expenses, operations, or any other matter have been made or relied upon in the making of this Lease, other than those specifically set forth herein. Except as otherwise provided under this Lease, the Property is being delivered as is. This Lease may only be modified, or a term thereof waived, by a writing signed by an authorized officer of both Tenant and Landlord.

32. SEVERABILITY. If any term or provision of this Lease, or the application thereof

to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

33. RELATIONSHIP OF PARTIES. This Lease shall not create any relationship between the parties other than that of Landlord and Tenant.

34. ENVIRONMENTAL MATTERS.

A. Tenant shall not cause or allow the generation, use, treatment, storage, emission, spill, release, discharge or disposal of Hazardous Substances (as hereinafter defined) existing on or near the Property, except that Tenant may handle waste generated from Tenant's operations provided the same is stored, handled and disposed of in accordance with all applicable laws.

B. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible for the clean-up or remediation of any Hazardous Substances existing on or near the Property on or before the date of this Lease.

C. Tenant will indemnify and hold harmless Landlord, its successors and assigns, from and against any and all liabilities, actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorney's fees, consultants' fees and remedial costs), suits, costs of any settlement or judgment and claims which may be paid, incurred or suffered by Landlord as a result of the presence on or under the Property of Hazardous Substances, which presence is due to any act or omission of Tenant which is (1) negligent, (2) unlawful, or (3) in violation of Tenant obligations pursuant to this Lease. Neither Landlord nor Tenant shall be liable under this Subsection C for the acts or omissions of third parties.

D. "Hazardous Substances" shall mean hazardous or toxic substances, wastes, materials, pollutants and contaminants which are regulated by or included in any law, rule, regulation, or ordinance, enacted, issued or promulgated by any federal, state or local government entity or authority having jurisdiction over the Building, the Property or Tenant's business therein.

35. AUTHORSHIP. Neither party to this Lease shall be benefited or burdened by any rule of document interpretation or construction that otherwise would construe a document or provision against the interest of the author of that document or provision.

36. CAPTIONS. The captions, headings, article and section numbers, and index appearing in this Lease have been inserted only for convenience of reference and are intended in no way to define, limit, construe, or circumscribe the scope or intent of the sections or articles designated thereby nor in any way to affect this Lease.

37. ACCORD AND SATISFACTION. Payment by Tenant or receipt by Landlord of a lesser amount of rent or other charges herein stipulated shall be deemed to be on account of the earliest stipulated rent or other charges, and no endorsement or statement on any check or any

letter accompanying any check payment as rent. Other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or pursue any other remedy in this Lease against Tenant.

38. GOVERNING LAW. This Lease shall be construed in accordance with the laws of Pennsylvania. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and their respective seals thereunto affixed as of the day and year first above written.

WITNESS:

LANDLORD: RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President, Board of Commissioners

WITNESS:

TENANT: PHILADELPHIA AREA SCHOOL
BUSINESS OFFICERS ASSOCIATION

By: _____
Name:
Title:

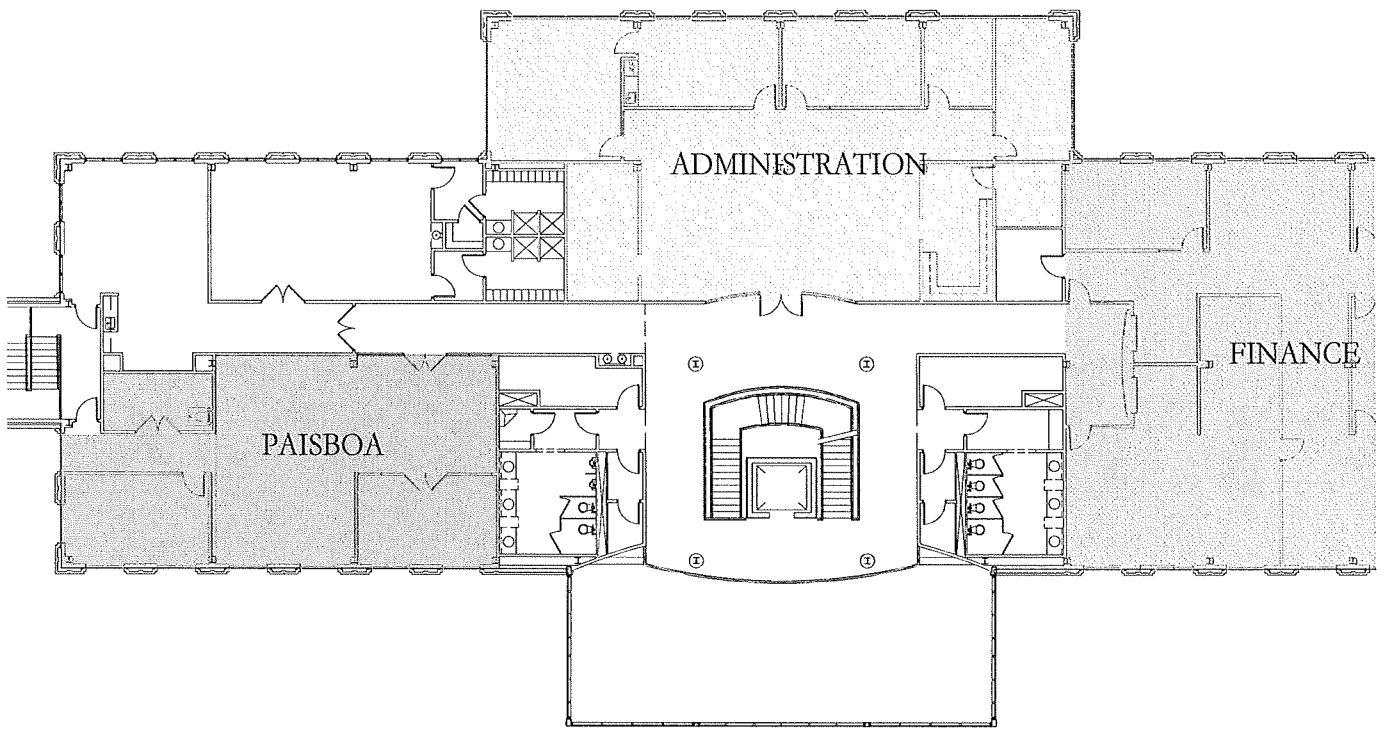


EXHIBIT
tabbies®
A
TO LEASE

MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO ♦
DANIEL J. PACI ♦ †
JONATHAN J. REISS ♦
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
SEAN M. GRESH
KELLY L. EBERLE *
JOEL STEINMAN
MATTHEW E. HOOVER
COLBY S. GRIM
MICHAEL K. MARTIN
MITCHELL H. BAYLARIAN
WILLIAM D. OETINGER

* ALSO ADMITTED IN NEW JERSEY
♦ ALSO ADMITTED IN NEW YORK
† MASTERS IN TAXATION
♦ ALSO A CERTIFIED PUBLIC ACCOUNTANT

LAW OFFICES
GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION
SUCCESSOR TO
GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY
126TH ANNIVERSARY 1895-2021

www.grimlaw.com

John B. Rice
e-mail: jrice@grimlaw.com

J. LAWRENCE GRIM, JR., OF COUNSEL
JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET
P.O. BOX 215
PERKASIE, PA. 18944-0215
(215) 257-6811
FAX (215) 257-5374

(215) 536-1200
FAX (215) 538-9588

(215) 348-2199
FAX (215) 348-2520

February 10, 2021

SENT VIA ELECTRONIC CORRESPONDENCE

Delaware County Daily Times
Attn: Legal Department
500 Mildred Avenue
Primos, PA 19018


Re: Radnor Township – PAISBOA Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the February 12th edition of your newspaper, a Legal Notice for the possible enactment of the above ordinance by the Board of Commissioners of Radnor Township at their meeting on February 22, 2021. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o William White, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

GRIM, BIEHN & THATCHER

By: 

John B. Rice

JBR/hlp

Enclosure

cc: Bill White, Township Manager (w/encl.) – via email
Peggy Hagan (w/encl.) – via email

LEGAL NOTICE

Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, approving a three-year Lease with the Philadelphia Area Independent School Business Officers Association (PAISBOA) for use of a portion of the Radnor Township Municipal Building, consisting of approximately 1,500 square feet.

The Board of Commissioners will hold a public hearing on February 22, 2021, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

As a result of the COVID-19 global pandemic, the hearing will be held virtually. Any person who would like to view or participate in the hearing may obtain a link by sending an email to phagan@radnor.org no later than noon on the day of the hearing.

RADNOR TOWNSHIP
BOARD OF COMMISSIONERS
301 Iven Avenue
Wayne, PA 19087-5297

3 E. Appointments to Boards and Commissions

- Jane Golas –
Design Review Board -
Unexpired Term 12/31/21
- Alex Yannopoulos –
Board of Health –
Unexpired Term 12/31/21

3 F. Motion to direct Staff to apply for a Keystone Communities Program grant to secure the services of a business district planner to inform local initiatives such as the growth and stability of neighborhoods and communities; social and economic diversity; and a strong and secure quality of life. The program allows communities to tailor the assistance to meet the needs of its specific revitalization effort - specifically for the Wayne Business District. The direction would also approve collaboration with Villanova University for grant writing and advocacy support.

3 G. Motion to direct the Township Solicitor to enter an appearance on behalf of the Township and oppose the Zoning Application #3088, The Applicant, BDN 250 King of Prussia 1, LP, property located at 250 King of Prussia Road and zoned PLO Planned Laboratory Office. The Applicant is seeking a variance from Section 280-64.C to permit (i) a setback of 43.39 feet (+/-) opposite King of Prussia Road to and (ii) a setback of 17.17 feet (+/-) opposite Radnor Chester Road; a variance from Section 280-64.B to allow a building/structure area of 42.4% (+/-); a variance from Section 280-64.B to allow a landscape area of 27.8%; and any other relief deemed necessary for the project.

Reports of Standing Committees

New Business

Old Business

Public Participation

Adjournment