

# **BOARD OF COMMISSIONERS**

## **AGENDA**

**Monday, April 26, 2021**

***VIA ZOOM and Streamed LIVE on YouTube***

Pledge of Allegiance

Notice of Executive Session held on April 22, 2021

### 1. Public Participation

### 2. Consent Agenda

- a) Disbursement Review & Approval
- b) Chief's Monthly Report – April 2021
- c) Staff Traffic Committee Meeting Minutes – March 17, 2021
- d) Resolution 2021-46 - Awarding the Annual HVAC Maintenance Contract for the Township Building, Public Works Facility, and the Radnor Activity Center to JJ White, Incorporated, at a cost not to exceed \$19,950
- e) Resolution 2021-44 - Authorizing the extension of the contract with CleanNet USA to provide custodial services for the Radnor Municipal Building, Radnor Activity Center, and Public Works Facility.
- f) Resolution 2021-51- Authorizing the Emergency Grinding of Brush at Skunk Hollow Park to Mayfield Gardens not to exceed \$8,400 necessitated by the Township's tub grinder breaking down.

### 3. Committee Reports

- A. Memorial Day Parade Discussion and Authorization
- B. Resolution 2021-52 - Requesting Delaware County Council to retain Zero Waste experts to develop a county-wide zero waste plan and to perform an audit of waste management in Delaware County (from the Environmental Action Committee)
- C. Ordinance 2021-03 (Adoption) - 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
- D. Motion to direct the Township Solicitor to enter an appearance on behalf of the Township and oppose Zoning Hearing Board Appeal #3096; 1106 County Line Road, zoned R5. The applicant is seeking relief to convert a single-family home into a two-family dwelling.
- E. Resolution 2021-49 - Engagement PFM to provide financial consulting services for the proposed financing of Stormwater projects
- F. Resolution 2021-50 - Engaging Cozen O'Connor for legal services for the proposed financing of Stormwater projects

- G. Ordinance 2021-04 (Introduction) - Amending the Radnor Township Code of Ordinances Chapter 62, Pensions and Annuities, Article II, Police Plan, Section 18, Retirement Benefits, by Adding Subpart “L” to Section 18, which Subpart Relates to the Deferred Retirement Option Plan Effective as of January 1, 2020, and Changing the Lettering of the Previously Existing Subpart “L” from “L” to “M”
- 4. Reports of Standing Committees
- 5. New Business
  - a. Discussion of Deputy Treasurer Position
  - b. West Wayne Avenue Cemetery Discussion (Commissioner Abel)
- 6. Old Business
  - a. Earle’s Lake Update (Commissioner Borowski)
- 7. Public Participation
- 8. Adjournment

**Meeting Notice**

There will be a Regular Board of Commissioners meeting held on Monday, April 26, 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\\_hGBYIRP2Skq3vCudMgIHvQ](https://us02web.zoom.us/webinar/register/WN_hGBYIRP2Skq3vCudMgIHvQ) and the meeting link will be sent to you for participation.

# Public Participation

**RADNOR TOWNSHIP**  
**DISBURSEMENTS SUMMARY**  
**April 26, 2021**

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The table below summarizes the accounts payable disbursements made since the last public meeting held on April 12, 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>

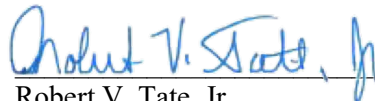
<b>Fund (Fund Number)</b>	<b>2021-4B April 9, 2021</b>	<b>Total</b>
General Fund (01)	\$478,968.93	\$478,968.93
Sewer Fund (02)	6,623.37	6,623.37
Storm Sewer Management (04)	875.00	875.00
Capital Improvement Fund (05)	5,318.51	5,318.51
Investigation Fund (12)	169.32	169.32
Comm. Shade Tree Fund (15)	450.00	450.00
The Willows Fund (23)	61.63	61.63
Park & Trail Improvement Fund (501)	22,369.58	22,369.58
GOB19 Project Fund (502)	210,824.60	210,824.60
<b>Total Accounts Payable Disbursements</b>	<b>\$725,660.94</b>	<b>\$725,660.94</b>
<b>Grand Total</b>	<b>\$725,660.94</b>	<b>\$725,660.94</b>

In addition to the accounts payable checks, the Township also makes various electronic payments including payroll, debt service, credit card purchases and fees from time to time which are not reflected in the attached table.

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

# **RADNOR TOWNSHIP POLICE DEPARTMENT**

## **Monthly Report**



**APRIL 2021**

**Christopher B. Flanagan  
Police Superintendent**



Radnor Twp PD

DAILY INCIDENT COUNTS

03/01/2021 to 03/31/2021



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	0	0	1	2	0	0	0	1	0	1	0	0	1	1	2	0	2	1	0	1	1	1	1	1	0	1	1	2	0	2	24
MV ACCIDENT (BRIDGE STRIKE)	0	1	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	0	0	0	2
MV ACCIDENT (REPORTABLE)	0	0	0	0	1	0	0	0	1	1	2	2	0	0	0	0	3	1	1	0	1	1	0	0	1	0	0	0	2	1	1	19
ADDED PATROL BUSINESS	7	6	6	7	7	4	1	2	3	4	2	4	3	2	2	4	5	2	5	6	2	3	3	4	3	1	2	5	5	3	2	111
ADDED PATROL	10	12	12	8	7	6	7	6	8	6	7	9	10	8	6	5	5	6	8	6	11	7	12	6	10	11	16	13	8	5	5	259
ADDED PATROL REQUEST	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	4
ADDED PATROL SCHOOL	5	5	5	3	3	4	2	1	4	5	8	9	1	0	7	0	5	0	5	2	1	0	0	1	6	2	1	1	2	0	1	89
ALARM (ALL TYPES)	5	3	3	2	8	4	2	4	3	1	2	2	2	8	2	2	3	4	5	3	6	2	4	4	4	1	2	4	5	5	5	111
ANIMALS - BITES	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	0	0	0	2
ANIMAL COMPLAINTS	1	1	1	0	1	0	0	0	0	1	0	0	0	3	0	0	2	0	1	0	2	0	2	1	0	1	5	0	0	3	0	26
ANIMALS - DEER	0	1	1	1	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	5
ASSAULT	0	0	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	0	0	2
ASSIST ANOTHER PD	0	2	2	1	0	1	0	0	0	0	0	0	0	3	3	1	0	0	1	2	0	0	0	1	2	0	1	0	0	1	19	
ASSIST AGENCY NON LAW	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	0	0	1
ASSIST PUBLIC	1	1	1	1	0	0	1	0	0	0	0	0	0	0	2	1	1	0	0	1	1	0	0	2	1	0	0	1	1	1	2	18
ASSIST VUPD	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	1	0	0	0	0	0	2
BURGLARY NON RESIDENTIAL	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	0	1
CIVIL DISPUTE	0	1	1	0	1	1	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	4
CRIMINAL MISCHIEF / VANDALISM	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	3
DISORDERLY CONDUCT	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
DELCOM INFO ONLY	2	0	0	2	1	3	0	1	2	2	1	3	1	2	1	2	2	1	4	1	2	2	2	1	3	3	2	2	1	6	1	56
NEIGHBOR DISPUTE	0	0	0	0	1	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	2
DISTURBANCE NO CITATION	1	2	2	0	2	0	1	0	1	0	0	1	3	2	0	2	0	1	5	1	0	0	0	0	0	3	3	1	0	0	2	36
DEATH DOA	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	0	0	0	0	0	0	1
DOMESTIC (NO ARREST)	0	2	2	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	2	0	1	2	0	10
DRIVING UNDER THE INFLUENCE	0	1	1	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	2









MARCH

Description Primary Count

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Parking Tickets

Month of March 2021	407
January - March 2021	747

Residential and Commercial False Alarm Violations

Month of March 2021	57
January - March 2021	161

Moving Violations

Month of March 2021	285
January - March 2021	614

Radnor Police Training – March 2021

Major Incident Response Team certification – Ofc Tom Kester  
Tactical Emergence Casualty Care training – Ofc Earvin Faust

## CIVIC ALERTS

March 2021

On Wednesday, 3/10/2021, at approximately 8:19 PM a retail theft occurred at the Home Goods, located at 550 E. Lancaster Av. The actors removed two sets of sheets from the sales rack and secreted them into a shopping bag. They then proceeded to the front of the store and returned the sheets for cash. The first actor, seen on video, is described as a black female wearing a plaid button-down shirt and a baseball cap. The second actor, seen on video, is described as a black female, wearing a lite blue sweatshirt with long dreadlocks. Both actors left the store parking lot in a unknown make and model, 4-door, silver sedan.

On Monday, 3/15/2021, between 5:15 PM and 5:45 PM, a theft occurred from the the front lawn of a home in the 100 block of Trianon Lane. A Trek mountain bike and electric scooter were stolen from the front of the home, while the kids who owned the items were playing in the back yard. There is no information on any possible offenders.

Sometime over the night of Saturday, 3/13/2021, the Station Café, located at 135 N. Wayne Av. was burglarized. On Thursday 3/18/2021, management of the Station Café reported that on Saturday, force entry was made into the café and two bottles of wine were stolen from inside of the restaurant. At this time nothing else appears to be missing.

Sometime between 10 PM on 3/27/21 and 1015 AM on 3/28/2021, the victim had their catalytic converter stolen from their vehicle. The victim's vehicle, a Honda Odyssey, was parked in the lot of Workman Hall when the theft occurred.

Sometime overnight, between 3/25/2021 and 3/26/2021, a resident of the 800 block of Glenbrook Av. had a sign stolen from their front yard. The sign was a traffic calming, yellow "Traffic Turtle" sign valued at \$35.00.

*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**  
**COMMUNITY EVENTS**

# THE COUNTY OF CHESTER



## OFFICE OF THE SHERIFF

201 W. Market Street, Suite 1201  
PO Box 2746 West Chester, PA 19380-0989

FREDDA L. MADDOX  
Sheriff

KEVIN D. DYKES  
Chief Deputy



March 23, 2021

Superintendent of Police Christopher Flanagan  
Radnor Township Police Department  
301 Iven Ave.  
Radnor, PA 19087

Dear Superintendent Flanagan:

Many thanks from the Chester County Sheriff's Office for your participation in the funeral procession and Final Ride two weeks ago for Corporal Jeffrey DiVito. The honor shown to Cpl. DiVito by the officers in official vehicles as well as those from Wheels Units—of which Jeff was a member—was meaningful to his family, as well as appreciated by members of our Office who served alongside him each day.

Kind regards,

A handwritten signature in black ink, appearing to read "Fredda L. Maddox".

Fredda L. Maddox, Chester County Sheriff  
Chief Kevin Dykes and the  
Chester County Sheriff Command Staff



On Monday afternoon Radnor Police joined Saint John AME Church of Wayne deliver 50 meals to the Highland Homes Community.



Superintendent Flanagan and Officer McHale were guests on WWDB AM 860's Total Transformation Radio program with Radnor Police Chaplain Reverend Manuel Howard and his wife, Vanessa. The group discussed the importance of community policing partnerships and building trust with our youth. You can hear the show Monday's at 1p.m. on WWDB AM 860.



**RADNOR TOWNSHIP POLICE DEPARTMENT**  
**THANK YOU LETTERS**



Just wanted to say, Great Job to everyone involved in the Presidential Visit. Thanks for your help.

Ken

Chief  
Kenneth J.Coalson  
Chester Township Police Department  
1840 Harris Street  
Chester, PA 19013

Dear Officer Flanagan,

I wanted to say thank you to Officer Vogel for coming so quickly to our home tonight (XXXXXXXXXXXX). Unfortunately, I didn't catch the name of the other officer who joined, but he was lovely too.

After we discussed my initial reason for the call, Officer Vogel stayed to show my son the ins and outs of a police car. He was thrilled!

Thanks for making my son's day and also thanks to the whole team for always keeping our community safe.

Thank you, Officer Vogel!

Best Wishes,  
Lisa Weismann

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Officers Involved:

Officer Leo Vogel  
Officer Ray Rodden

**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, MARCH 17, 2021 AT 10:00 AM.**

**NEW BUSINESS**

1. Commissioner Abel would like to discuss pedestrian safety along Conestoga Road.

Commissioner Abel discussed concerns regarding pedestrian safety. Sgt. Stiansen stated that contact was made with PennDot who stated that they do not recommend crosswalks where there are no existing sidewalks.

2. Mr. Anthony Pennacchi would like to discuss concerns of speed and truck traffic on Berwood Lane. He is also requesting the possibility of placing speed humps on this street.

Staff Traffic states the speed box counter is placed currently at this location to retrieve data. Data will be collected and discussed at the next month's Staff Traffic Meeting in April. Staff Traffic Committee states that Berwood Lane does not qualify for speed humps. Highway Patrol Officer Lacey will follow up with Mr. Pennacchi.

3. Discussion of speed and truck traffic on Parkes Run Lane.

Staff Traffic states the speed box counter is placed currently at this location to retrieve data. Staff Traffic Committee states that there has not been a speed or volume issue in the past. Most traffic is from local residents living on Parkes Run Lane.

**OLD BUSINESS**

1. Commissioner requested stop sign enforcement at South Devon Avenue and Arbordale Road.

**See attached spreadsheet for pending issues and updates**



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**RADNOR TOWNSHIP POLICE DEPARTMENT**

301 Iven Ave., Wayne, PA 19087

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**March 2021 Staff Traffic Status Report**

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| Project Name                                                         | Project Information                                                                                                                                                                                                                                                                                                                                                   | Status Update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| County Line Corridor Study (from Lancaster Avenue to Conestoga Road) | <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 town hall meeting was hosted by representatives of Radnor and Lower Merion Townships. The following was discussed:</p> <ul style="list-style-type: none"><li>• A "right in right out" mountable curb median will be installed at Roberts Road and County Line Road (both Townships)</li><li>• The traffic signal will be installed at Montrose Avenue and County Line Road</li><li>• It is anticipated the signal will be constructed by late 2021.</li></ul> |
| King of Prussia Rd & Eagle Rd intersection improvements              | <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>This project is out to bid, with a completion date of Fall, 2021.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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**RESOLUTION NO. 2021-46**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AWARDED THE ANNUAL HEATING, VENTILATING,  
AND AIR CONDITIONING MAINTENANCE CONTRACT FOR THE  
TOWNSHIP BUILDING, PUBLIC WORKS FACILITY, AND RADNOR  
ACTIVITY CENTER TO JJ WHITE, INCORPORATED**

*WHEREAS*, Radnor Township owns the Municipal Building and the Public Works Facility, and leases the Radnor Activity Center

*WHEREAS*, Radnor Township is responsible for maintaining the heating, ventilating, and air conditioning systems at the aforementioned buildings

*WHEREAS*, J.J. White, Incorporated has submitted a cost proposal to perform quarterly preventative maintenance on said HVAC systems at the aforementioned buildings

*NOW, THEREFORE*, be it *RESOLVED* the Board of Commissioners of Radnor Township does hereby award the annual Heating, Ventilating and Air Conditioning Preventative Maintenance and Repair Contract for the Township Building, Public Works Building, and Radnor Activity Center to J.J. White, Incorporated in the amount of \$19,950

*SO RESOLVED* this 26th day of April, A.D., 2021

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William M. White  
Township Manager/Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**

DATE: April 26, 2021

TO: Radnor Township Board of Commissioners

CC: William M. White, Township Manager/Secretary

FROM: Mike Simmons, Director of Public Works

LEGISLATION: Resolution 2021 - 46: Award of the Annual Heating, Ventilating, and Air Conditioning Maintenance and Repair Contract for the Township Building, Public Works Facility, and Radnor Activity Center

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LEGISLATIVE HISTORY: Legislation for this service has been before the Board of Commissioners annually since 2014.

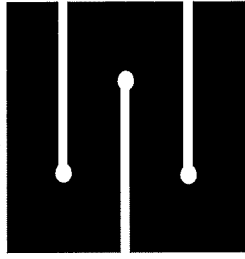
PURPOSE AND EXPLANATION: Previously, there were separate contractors used for the preventative maintenance requirements of the heating, ventilating, and air conditioning needs of the Township Building, Public Works Building, and Radnor Activity Center. By soliciting quotations for all three buildings, we gain some advantage of economies of scale, as well as a streamlined process for repairs and emergencies. The contract covers quarterly visits and specific tasks to be performed at each facility. This will aid in keeping the equipment in good operating condition and should reduce emergency repairs.

IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, a purchase order will be processed and J.J. White, Incorporated will begin the work in May 2021.

FISCAL IMPACT: The total cost of the contract is \$19,950 per year: Township Building - \$13,550 – account 01403B00-44110; Radnor Activity Center - \$3,200 – account 01450300-44310; and the Public Works Facility - \$3,200 – account 01403B003-44110. The invoice will be paid in four, equal, quarterly installments of \$4,987.50.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners Award the Heating, Ventilating, and Air Conditioning Preventative Maintenance Contract for the Township Building, Public Works Building, and Radnor Activity Center to J.J. White, Incorporated in the amount of \$19,950.

MOVEMENT OF LEGISLATION: It is being requested that the Board of Commissioners approve the legislation for this project.



# J J WHITE INCORPORATED

## CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

*PREPARED FOR:*

**Mike Simmons**  
**Director of Public Works**  
**Radnor Township**  
**301 Ivan Ave.**  
**Wayne, PA 19087**

**EQUIPMENT LOCATION:**

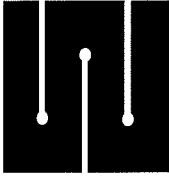
**Radnor Township**  
**1. Township Building**  
**2. Sulpizio Gym**  
**3. Township Garage**

*Quality Service and Dependability Since 1920*

**PRESENTED BY: Mr. Chris Mars**  
**DATE: April 9, 2021**  
**JJW PROPOSAL NO.: S21-003R1**

**5500 Bingham Street**  
**Philadelphia, PA. 19120**  
**(215) 722-1000**





# J J WHITE INCORPORATED CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

We hereby propose to furnish J J White Customized Service and Maintenance on the equipment listed in attached list.

**Coverage Type:** "Preventive Maintenance Routine Inspections" as described in our "Tasking List".

**Included:**

- Please see attached tasking list.
- We'll provide the following supplies per our tasking list:
  - Oil for fans and motor bearings, grease, and filters. Belts will be provided and replaced annually.
- Prepare system(s) for summer operation at the beginning of cooling season. Provide annual cleaning of condenser coils.
- Prepare boiler system(s) and check HVAC equipment for winter operation.
- Prepare Cooling tower(s) and HVAC equipment for winter operation.
- Provide labor and materials for changing filters during each inspection.
- Four mechanical inspections per year. We'll provide recommendations of repairs and/or replacements if necessary. This will be provided in a written report for your review.
- A mutually agreed upon check list will be utilized for all inspections.
- All repair labor and material on a T and M basis.
- Customer to provide dumpster for used filters.

**Note:** Labor repair rates and emergency service 24 hours a day, 7 days a week are as follows:

Straight Time: **\$ 116.00** per hour

Overtime: **\$ 174.00** per hour

Double Time: **\$ 232.00** per hour

Our mark-up percentage for materials, subcontractors, and 3<sup>rd</sup> party rentals is 15%.

The above rates include the HVAC service van equipped with all standard HVAC tools.

**Inspection Schedule: To be determined by customer**

Under J. J. White Customized Service and Maintenance, we will systematically inspect and report as to the condition of your equipment on the following schedule. **Note:** This can be modified at the owner's request.

| JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| X   |     |     | X   |     |      | X    |     |      | X   |     |     |

X - Denotes scheduled inspection.

A detailed report for each inspection will be issued to owner or owner's representative. This report will include equipment log readings, a report on the condition of those items inspected, a list of needed repairs, and recommendations.

**J J WHITE INCORPORATED**  
**CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**  
**TASKING LIST**

1. Report in with the customer representative
  2. Record and report abnormal conditions, measurements taken, etc.
  3. Review customer logs with the customer for operational problems and trends.
- **Split System Unit(s):**
    - Check suction and discharge pressure.
    - Visually inspect units for refrigeration leaks.
    - Lubricate motor and fan bearings.
    - Check Pulleys for wear. Verify proper motor(s) operation.
    - Check refrigerant charge at site glass.
    - Check electrical connections, torque as needed.
    - Check fans and fan drive alignment.
    - Clean outside air intake screens and check dampers.
    - Inspect all coils for cleanliness.
    - Check condensate drain pan and drain, clean as needed.
    - Replace belts.
    - Verify proper operation sequence.
    - Check contactors for wear.
    - Replace air filters.
    - Check for unusual noise or vibration.
    - Check integrity of the heat exchanger.
    - Check burners, igniters, and burner controls including safeties.
    - Power wash condenser coils annually.
  - **Water Source Heat Pump Units:**
    - Check drive pulleys for wear. Replace belt(s) annually if applicable.
    - Verify proper condenser water flow.
    - Verify proper refrigerant charges.
    - Check electrical connections, torque connections if necessary.
    - Lubricate motor(s) and bearings as necessary.
    - Replace air filters.
    - Check condensate drain and pan, clean as needed.
    - Check for unusual noise and vibration.
    - Verify proper operating sequence.
  - **Rooftop Package Unit:**
    - Check suction and discharge pressure.
    - Visually inspect units for refrigeration leaks.
    - Lubricate motor and fan bearings.
    - Check Pulleys for wear. Verify proper motor(s) operation.
    - Check refrigerant charge at site glass.
    - Check electrical connections, torque as needed.
    - Check fans and fan drive alignment.
    - Clean outside air intake screens and check dampers.
    - Inspect all coils for cleanliness.
    - Check condensate drain pan and drain, clean as needed.
    - Replace belt(s) annually.
    - Verify proper operation sequence.
    - Verify operation of crank case heater.

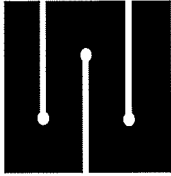
- Check contactors for wear.
  - Replace air filters.
  - Check for unusual noise or vibration.
  - Check integrity of the heat exchanger.
  - Check burners, igniters, and burner controls including safeties.
  - Power wash condenser coils annually.
- **Exhaust Fan:**
    - Replace belt(s) annually.
    - Check operation of motor and dampers.
    - Check bearing and lubricate if necessary.
- **Hanging Heaters**
    - Visually inspect heat exchangers.
    - Inspect blower motor and drive sheaves.
    - Check burners, igniters, and burner controls including safeties.
    - Verify operation.
    - Check flue to ensure proper draft.
    - Replace belt(s) annually.

#### **Summer Change Over:**

- **Cooling tower:**
  - Clean tower strainer and inspect for wear.
  - Clean tower sump and inspect for leaks.
  - Check spray nozzles and inspect for damage.
  - Remove and clean tower pump strainer.
  - Lubricate motor(s) and bearings.
  - Check drive pulleys for wear. Replace belt(s) annually.
  - Fill tower and verify operation of tower fill, tower pump, and tower fan.

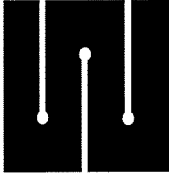
#### **Winter Change Over:**

- **Boiler and Burner:**
  - Brush clean fire-side of boiler.
  - Check operation of pilot assemble. Remove parts as need to clean or adjust.
  - Check electrical connections and torque if necessary.
  - Check boiler for proper water levels and bleed out all air if necessary.
  - Verify operation of all safeties associated with the boiler.
  - Blow down boilers. Remove covers and clean out all low water cutoffs.
  - Lubricate and check operation of the boiler pump.
  - Check boiler controls and verify proper settings and sequence of events.
  - Check gas pressures and verify pressures are in recommended range.
  - Perform combustion test. Verify boiler is running at maximum efficiency or determine adjustments that need to be made to achieve maximum efficiency.
- **Cooling Tower:**
- **If Cooling tower needs to be drained:**
  - Drain and winterize cooling tower.
  - Shut down all associate equipment.
- **If Cooling tower does not need to be drained:**
  - Verify operation of all safeties.
  - Verify operation of heaters.
  - Verify operation of control and settings.



**J J WHITE INCORPORATED**  
**CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**  
**EQUIPMENT OPTIONS SCHEDULE**

- |                                                                                                                                                                                                                                               | Included                            | Omitted                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 1. <b><u>Air Filter Service</u></b><br>Furnish labor and Material to change air handling unit<br>Filters up to <u> 4 </u> times a year.                                                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. <b><u>Analysis Services</u></b><br>Furnish annual chemical analysis and report on:<br><input type="checkbox"/> Compressor oil <input type="checkbox"/> refrigerant <input type="checkbox"/> condenser water.                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. <b><u>Water Treatment</u></b><br>Furnish complete water treatment service including<br>chemicals for condenser water circuit.                                                                                                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. <b><u>Condenser / Chilled Water Circuit</u></b><br>Furnish coverage for condenser and chilled water pumps,<br>motors, and starters.                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. <b><u>Tube Cleaning</u></b><br>Conduct annual visual tube inspection of condenser tubes<br>and mechanically brush clean up to once per year.                                                                                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. <b><u>Emergency Service</u></b><br>Furnish emergency service between regular inspections.<br>Service to be billed at agreed upon rates.                                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. <b><u>Seasonal Inspection</u></b><br>Conduct an Annual Season Inspection including annual<br>maintenance requirements per the Schedule "A"                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. <b><u>Air Handling Units</u></b><br>Furnish coverage for air handling units including coils,<br>Blowers, motors, starters, and belts.                                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 9. <b><u>Eddy Current Tube Testing</u></b><br>Conduct electronic analysis of condenser/cooler tubes for<br>detection of wear, pitting, and corrosion.                                                                                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. <b><u>Non-moving Parts Coverage</u></b><br>Furnish coverage on non-moving parts such as tubes, stators,<br>shells, etc.                                                                                                                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 11. <b><u>Parts Coverage</u></b><br>Under this agreement, we will furnish all necessary repair and<br>renewal parts and lubricants required to maintain the equipment in<br>good operating condition. These items furnished at no extra cost. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 12. <b><u>Labor Coverage</u></b><br>Under this agreement, we will furnish all necessary labor,<br>during regular working hours, to install repair parts, make necessary<br>adjustments, and to keep the equipment operating efficiently.      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |



**J J WHITE INCORPORATED**  
**CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**  
**SCHEDULE – “A”**  
**(EQUIPMENT COVERED)**

**NOTE:** Items/equipment not listed above are excluded.

**Township Building**

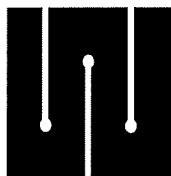
| <u>Item #:</u> | <u>Qty.</u> | <u>System Components</u> | <u>Manufacturer</u> | <u>Model No.</u> | <u>Serial No.</u> | <u>Location</u>      |
|----------------|-------------|--------------------------|---------------------|------------------|-------------------|----------------------|
| 1              | 4           | RTU                      | Multiple            | Multiple         | Multiple          | Roof                 |
| 2              | 50          | Heat Pumps               | Trane               | Multiple         | Multiple          | Multiple             |
| 3              | 2           | ERU                      | Semco               | Multiple         | Multiple          | Roof                 |
| 4              | 3           | Split Systems            | Trane               | Multiple         | Multiple          | Multiple             |
| 5              | 2           | Exhaust Fan              | Trane               | Multiple         | Multiple          | Roof                 |
| 6              | 1           | Hepa                     |                     | ---              | ---               | Mech. Room           |
| 7              | 1           | Boiler/Pumps             | Raypack             | ---              | ---               | Mech. Room           |
| 8              | 1           | Cooling Tower            | Evapco              | ---              | ---               | Outside              |
| 9              | 1           | Duct-less Split          | Sanyo               |                  |                   | Generator Closet     |
| 10             | 8           | Electric heaters         |                     |                  |                   | Entrances            |
| 11             | 2           | Heating Water Pumps      |                     |                  |                   | Boiler Room          |
| 12             | 1           | Condenser Water Pump     |                     |                  |                   | Sally Port Mech. Rm. |
| 13             | 1           | Exhaust System           |                     |                  |                   | Sally Port Mech. Rm. |

**Sulpizio Gym**

| <u>Item #:</u> | <u>Qty.</u> | <u>System Components</u> | <u>Manufacturer</u> | <u>Model No.</u> | <u>Serial No.</u> | <u>Location</u> |
|----------------|-------------|--------------------------|---------------------|------------------|-------------------|-----------------|
| 1              | 4           | RTU                      | Trane               | Multiple         | Multiple          | Roof            |
| 2              | 1           | Exhaust Fan              | Trane               | ---              | ---               | Roof            |
| 3              | 1           | Water Heater             | Bradford White      | ---              | ---               | Mech. Room      |

**Township Garage**

| <u>Item #:</u> | <u>Qty.</u> | <u>System Components</u> | <u>Manufacturer</u> | <u>Model No.</u> | <u>Serial No.</u> | <u>Location</u> |
|----------------|-------------|--------------------------|---------------------|------------------|-------------------|-----------------|
| 1              | 27          | Heaters                  | Reznor              | NA               | NA                | Multiple        |
| 2              | 7           | Exhaust Fans             | NA                  | NA               | NA                | Multiple        |
| 3              | 1           | Split System             | Trane               | NA               | NA                | Bldg. 3         |



**J J WHITE INCORPORATED**  
**CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**

**Price and Payment Terms**

The total price for J. J. White's Customized Service Agreement during the term of this agreement is **\$19,950.00** per year.

**Cost per Building:**

Radnor Township Building (301 Iven Ave., Wayne PA 19087) = **\$13,550.00**

Sulpizio Gym (125 S. Wayne Ave., Wayne PA 19087) = **\$3,200.00**

Township Garage (235 E. Lancaster Ave., Wayne PA 19087) = **\$3,200.00**

This amount will be paid to J. J. White, Incorporated in four (4) installments of **\$4,987.50**

These payments will be due and payable when the customer receives the J. J. White, Incorporated invoice and after the services J. J. White Incorporated is complete.

**Additional Terms and Conditions follow:**

**The term of this agreement is**

**April 1, 2021 through March 31, 2022.**

**Dated Submitted:** March 11, 2021

**Respectfully Submitted by:**

Mr. Chris Mars, HVAC Operations Manager

J. J. White, Incorporated

C: 215-620-0545

**cmars@jjwhiteinc.com**

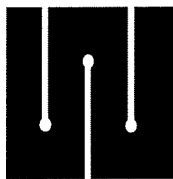
**Accepted by:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This agreement is subject to approval of an authorized J J White, Incorporated representative.



## **J J WHITE INCORPORATED** **CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**

**OFFER AND ACCEPTANCE:** J. J. White Incorporated (White) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Buyer, or allowing White to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and White. Any additional or differing terms and conditions contained on Buyer's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by White and shall not become part of the contract between Buyer and White unless expressly consented to in writing by White. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours. It shall be noted that the work set forth in coverage type above shall be performed between the hours of 8:00 A.M. and 4: 30 P.M., on regular working days. All inspection and preventive maintenance work, repair work and emergency service calls required by the customer hereunder after regular working hours, Saturdays, Sundays and holidays shall be invoiced at regular overtime rates, unless indicated otherwise hereafter. All hours actually worked in performing emergency service, same day service calls, and after hour service or emergency call-ins will be billed including travel time portal to portal during this schedule. Any alterations, additions, adjustments or repairs made by others to the equipment set forth in Schedule "A" unless authorized by us shall terminate our obligation hereunder, and we shall be paid all sums due us as of that time.

**ACCESS:** In order to permit us to perform our obligations under this agreement you will provide ready access to the equipment.

**REPAIR:** All repair and replacement parts furnished hereunder will be only those recommended by the manufacturer of the equipment covered by this agreement. If such repair and replacement parts become unavailable from the original manufacturer our obligation to obtain such parts shall cease and customer shall have the option to cancel this agreement on a pro rata basis at such time. This agreement does not include the complete replacement of condensing units, evaporative condensers, cooling towers, air handler, chillers or any other major system components.

(a) White Customized Service and Maintenance furnished hereunder shall not include the normal function of starting and stopping the subject equipment, which function includes the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage, nor does it include the defrosting of evaporators.

(b) If our company is required to make repairs and/or replacements or emergency calls occasioned by improper operation, negligence or misuse of the equipment or due to any cause beyond our control, except ordinary wear and tear, you shall reimburse us for the expense incurred in making such repairs and/or replacements or emergency calls in accordance with our current established rates for performing such services. White shall not be required to furnish any items of equipment, parts or materials which are recommended by insurance companies or governmental agencies or instrumentalities nor does White assume any responsibility for deficiencies of due to any cause beyond our control, except ordinary wear and tear, you shall reimburse us for the expense incurred in making such repairs and/or replacements or system design and resulting lack of system performance.

(c) White shall not nor shall we assume any liability for the repair cost of damage to heat exchangers serving heating or cooling including waterside, airtside or refrigerant side. We shall not be liable for repairs to any components of non-metallic cooling towers except motor, fan drives or blades.

(d) This agreement does not include air conditioning ductwork, grilles, registers and diffusers; balancing of air and water flow; electrical disconnect switches and circuit breakers; recording or portable instruments, gauges or thermometers; repairs to any piping other than exposed refrigerant piping; repairs to exposed equipment damage due to freezing; cleaning of water cooled condensers more than once a year; maintaining the appearance of decorative casings or cabinets; or repairs to electrical power or control wiring unless mounted on, or inside subject equipment. The furnishing of water treatment is not included in this agreement unless specifically noted hereafter.

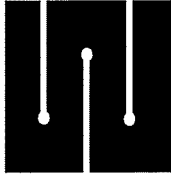
(e) In the case of refrigeration systems such as walk-in-boxes, reach-in-boxes, etc., this agreement also does not include the repair or replacement of hardware such as door handles, closing mechanisms or related parts thereof, or repair or replacement of door, cabinets or cover of gaskets, or repairs or replacement of walk-in-box structural components or insulation.

**PRE-EXISTING CONDITIONS:** This agreement specifically contemplates that at the time of its execution all major system components of the equipment set forth in Schedule "A" are in normal operating condition. Within thirty (30) days of initial inspection of the equipment in normal operation, White, shall advise the customer of the discovery of any malfunctions or deficiencies of system components and submit recommendations of corrective measures to be made at the customer's expense in addition to the price provided under payment terms. Upon customer approval of the recommended corrective measures and the accomplishment thereof, White, will assume responsibility for the system as specified in Schedule "A".

**TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET on RECEIPT of INVOICE. White reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1 ½%) percent of the principal amount due at the end of each thirty (30) day period. This agreement shall remain in effect for one (1) year from date of approval by White and shall continue from year to year, unless at least thirty (30) days prior to any anniversary of the date of approval of this agreement either party shall give written notice to the other of their intention to change the terms of or terminate the agreement. Neither party shall be liable in any manner whatsoever to the other on account of such termination. White reserves the right to terminate this agreement at its option at any time the customer fails to make payment when due as provided in under payment term above, or if customer fails to pay any other costs and expenses incurred for additional material or labor supplied by White. Customer may not, including by operation of law, assign the Customized Service and Maintenance Agreement without prior written consent of White.

**HAZARDOUS WASTE:** Hazardous wastes remain the property and the responsibility of the customer even when removed from the equipment or replaced by White as provided by the terms of this agreement. The customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but not limited to, used oil, contaminated or uncontaminated refrigerant, and PCB's.

**INVOICING:** White reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.



## J J WHITE INCORPORATED CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

**PERFORMANCE:** White shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the White Credit Department, or due to strikes, fire, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of White, whether of the class of causes enumerated above or not, which shall prevent White from making deliveries or performing services in the usual course of business. In the event of the disapproval of the White Credit Department or the occurrence of any of the above. White may, at its sole option, cancel Buyer's Purchase Order without any liability on the part of White. Alternatively, White may extend the time for its performance by a period equal to the duration of the cause underlying White's failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

**TAXES:** Prices quoted are exclusive of taxes. The amount of any present or any future occupation, sales, use service, excise or other similar tax which White shall be liable for either on its own behalf or on behalf of the Buyer, with respect to any order for machinery or services, shall be in addition to the billing prices and be paid by the Buyer.

**WARRANTY:** White guarantees service work and all materials of White manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as White finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by White, but manufactured by others, White will extend the same guarantee it receives from the manufacturer.

THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

**PATENTS:** If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, White, if notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, White, in lieu of all others liability except as above state, will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but White's liability shall in no case exceed the purchase price of said infringing apparatus.

**LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against White arising from White's performance under this contract must be commenced by Buyer within the express warranty period specified under paragraph Warranty hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL WHITE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY WHITE FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL WHITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.

**DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Buyer will be binding on White unless such request of specification is specifically agreed to in writing by an officer of White. Shipment shall be F.O.B. Factory, with title passing to Buyer upon delivery to the carrier by White.

**CANCELLATION:** White reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order).

**DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the Commonwealth of Pennsylvania. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be, Pennsylvania, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date of Demand for Arbitration is filed with the American Arbitration Association.

**COSTS TO WHITE:** In the event it becomes necessary for White to incur any costs or expenses in the collection of monies due White from the Buyer, or to enforce any of its rights or privileges hereunder. Buyer, upon demand shall reimburse White for all such costs and expenses (including, but not limited to, reasonable attorney's fees).

**ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of White's offer to sell, constitute the entire agreement between White and Buyer. No course of dealings or performance or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of White.

**ASSIGNMENT:** Buyer shall not assign this contract or any interest therein without the prior written consent of White. Any actual or attempted assignment without White's consent shall entitle White, at its sole option, to cancel this contract and, in such event, White shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.



**RESOLUTION NO. 2021 - 44**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AUTHORIZING THE EXTENSION OF CONTRACT #B-17-004  
CUSTODIAL SERVICES FOR THE RADNOR TOWNSHIP MUNICIPAL  
BUILDING, RADNOR ACTIVITY CENTER, AND THE PUBLIC WORKS  
FACILITY TO CLEANNET USA, INCORPORATED**

*WHEREAS*, the Township entered into Contract B-17-004 for Custodial Services for the Radnor Township Municipal Building, the Radnor Activity Center, and the Public Works Facility with CleanNet USA, Incorporated in 2018

*WHEREAS*, the annual contract is up for renewal with CleanNet USA, Incorporated to continue providing custodial services for the Township

*WHEREAS*, CleanNet USA, Incorporated and Radnor Township have agreed to extend the contract for an additional year at the same cost as 2018, in the amount \$133,900

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Extension of Contract #B-17-004, Custodial Services for the Radnor Township Municipal Building, and the Radnor Activity Center for another year, to CleanNet, USA, Incorporated, in the amount \$133,900

*SO RESOLVED* this 26th day of April, A.D., 2021

**RADNOR TOWNSHIP**

By: \_\_\_\_\_

Name: Jack Larkin

Title: President

ATTEST: \_\_\_\_\_

William M. White

Manager/Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**

**DATE:** April 26, 2021

**TO:** Radnor Township Board of Commissioners

**CC:** William M. White, Township Manager

**FROM:** Mike Simmons, Director of Public Works

**LEGISLATION:** Resolution 2020-44: Authorizing the Extension of Contract #B-17-004 for custodial services for the Radnor Township Municipal Building, Radnor Activity Center, and Public Works Facility

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**LEGISLATIVE HISTORY:** Contract B-17-004 to provide Custodial Services for the above referenced Township facilities was awarded to CleanNet USA, Incorporated in January, 2018.

**PURPOSE AND EXPLANATION:** The Services provided to the Township began in May, 2018. This resolution is a request for another one-year extension of the contract with the same terms and pricing.

**IMPLEMENTATION SCHEDULE:** Pending Board approval, we will notify CleanNet USA, Inc. to continue providing custodial services for the Township.

**FISCAL IMPACT:** The annual cost for the custodial services is \$133,900 and will be charged against the appropriate Building and Grounds Cleaning Contract Accounts.

**RECOMMENDED ACTION:** I respectfully request the Board of Commissioners to authorize the Extension of Contract #B-17-004 for custodial services for the Radnor Township Municipal Building, the Radnor Activity Center, and the Radnor Township Public Works Facility.

**RESOLUTION NO. 2021-51**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AUTHORIZING THE EMERGENCY GRINDING OF BRUSH  
AT SKUNK HOLLOW PARK TO MAYFIELD GARDENS**

*WHEREAS*, the Township collects residential yard waste each week, which is taken to Skunk Hollow and ground into mulch and wood chips

*WHEREAS*, the Township's tub grinder has had a major malfunction/breakdown

*WHEREAS*, the repairs to the grinder are being evaluated to determine a timeline for repair, as well as the cost, and financial responsibility

*WHEREAS*, the accumulation of tree storm debris and yard waste has accumulated to an unsafe and unmanageable level

*WHEREAS*, Mayfield Gardens has a grinder, and can grind up this accumulated debris and has submitted a rate to grind to not exceed \$8,400

*NOW, THEREFORE*, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby award the emergency grinding of debris at Skunk Hollow, to Mayfield Gardens, in the amount not to exceed \$8,400

**SO RESOLVED** this 26th day of April, A.D., 2021

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William M. White  
Township Manager/Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**

**DATE:** April 26, 2021  
**TO:** Radnor Township Board of Commissioners  
**CC:** William M. White, Township Manager/Secretary  
**FROM:** Mike Simmons, Director of Public Works  
**LEGISLATION:** Resolution 2021-51: Emergency Brush Grinding at Skunk Hollow Park

---

**LEGISLATIVE HISTORY:** The authorization to approve the emergency grinding of brush and vegetation at Skunk Hollow Park.

**PURPOSE AND EXPLANATION:** The tub grinder at Skunk Hollow Park has experienced a major breakdown, and is currently being evaluated by the Township, and the manufacturer to determine a timeline, the responsibility, and cost for repair. While waiting on a final determination, and in continuation of the curbside collection of yard waste provided to our residents each Wednesday, which is then deposited at Skunk Hollow to be ground into wood chips and mulch, it was deemed necessary to bring in Mayfield Gardens, to grind the debris currently accumulated at the park to make room for functionality in the area, and to alleviate any safety concerns. Mayfield provided the service of grinding the current accumulation of debris in an amount not to exceed \$8,400.

**IMPLEMENTATION SCHEDULE:** The Township Manager authorized the emergency grinding by Mayfield Gardens to alleviate the safety concerns, and make the area functional. Final Board approval is requested. Future legislation will be brought to the Board regarding the results of the evaluation of the Tub Grinder.

**FISCAL IMPACT:** The invoice not to exceed \$8,400 will be charged against account 01430300-44050.

**RECOMMENDED ACTION:** I respectfully request the Board of Commissioners to authorize payment to Mayfield Gardens for emergency grinding of storm and yard waste debris at Skunk Hollows in the amount not to exceed \$8,400.

# 3 A. Memorial Day Parade Discussion and Authorization

Resolution 2021-52

RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA REQUESTING A  
COUNTY-WIDE TRANSITION TO ZERO WASTE

WHEREAS, all solid waste collected in Delaware County must be incinerated at the Covanta Delaware Valley incinerator in Chester City, PA according to joint cooperation agreements between each municipality and Delaware County;

WHEREAS, Chester City has a 69% Black population within the 69% White Delaware County,<sup>1</sup> and it is a result of environmental racism that the citizens of Chester City endure disproportionate cumulative effects of pollution from multiple industries;<sup>2</sup>

WHEREAS, incineration of municipal solid waste in Delaware County creates air pollution that is a threat to the health of residents of Chester and to all of Delaware County;

WHEREAS, the childhood asthma hospitalization rate in Delaware County is 22% above the state average, and the rate in Chester City is nearly three times the state average. Childhood asthma rates in Chester are five times the national average;<sup>3</sup>

WHEREAS, a Zero Waste approach to waste management, which places the highest priority on waste prevention and diversion, will best ensure the health of Delaware County residents and reduce emissions that cause global climate change; and

WHEREAS, a “put or pay” clause in the contract between the Delaware County Solid Waste Authority and Covanta Delaware Valley guarantees that the county burn 300,000 tons per year of trash or pay a Waste Shortfall Fee, which disincentivizes waste reduction and diversion efforts<sup>4</sup> in that the county is must still pay the maximum cost, even if less waste is provided (in 2019, Delaware County sent 356,000 tons of waste to be burned at the incinerator in Chester<sup>5</sup>),

<sup>1</sup> “Quick Facts”, United States Census Bureau 2021  
<https://www.census.gov/quickfacts/fact/table/delawarecountypennsylvania,chestercitypennsylvania/PST045219>

<sup>2</sup>  
Will Sullivan, “Too Much Pollution for One Place,” PBS NOVA, August 23, 2017, <https://www.pbs.org/wgbh/nova/article/too-much-pollution/>

<sup>3</sup>  
PA Department of Health, 2010, <http://www.ejnet.org/chester/asthma.html>.

<sup>4</sup> “Amended and Restated Service Agreement between Covanta Delaware Valley, L.P. and the Delaware County  
<http://chesterresidents.org/pdf/wastecontract-delco.pdf>

<sup>5</sup>  
CE Data Reporting, “DEP Bureau of Waste Management Disposal Info,” Pennsylvania Department of Environmental Protection, accessed February 23, 2021, [http://cedatareporting.pa.gov/reports/powerbi/Public/DEP/WM/PBI/Solid\\_Waste\\_Disposal\\_Information](http://cedatareporting.pa.gov/reports/powerbi/Public/DEP/WM/PBI/Solid_Waste_Disposal_Information).

THEREFORE, BE IT RESOLVED that Radnor Township requests Delaware County Council to ensure that the Delaware County Solid Waste Authority does not extend the Service Agreement with Covanta Delaware Valley under the current terms when the option is presented to them by Covanta as early as May 1, 2021;

BE IT FURTHER RESOLVED that Radnor Township requests that under no circumstances should the Delaware County Solid Waste Authority enter into any contract which requires the County to send a minimum amount of waste to any facility;

BE IT FURTHER RESOLVED that Radnor Township requests that Delaware County Council retain Zero Waste experts to perform an audit of waste management in Delaware County, including prevention, recycling, organics and trash management;

BE IT FURTHER RESOLVED, that Radnor Township requests Delaware County Council to retain Zero Waste experts to help develop a county-wide Zero Waste Plan, which should include support for municipalities to develop their own Municipal Zero Waste Plans and transition to separate hauling and processing contracts, Pay/Save-As-You-Throw programs, curbside organics collection programs, and/or other proven waste reduction strategies. The Delaware County Zero Waste Plan should also include incentives and support for local businesses involved in the waste industry to enact Zero Waste behaviors; and

BE IT FURTHER RESOLVED, that Radnor Township requests that the new Delaware County health department, when established, assess the level of pollution.

Adopted:

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Jack Larkin, President

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William M. White, Township Manager/Secretary

April 22, 2021

Board of Commissioners of Radnor Township

**Urgent Request: for consideration at 4/12/2021 board meeting**

To the Radnor Board:

At the request of concerned citizens of Chester, the Environmental Advisory Council of Radnor Township has reviewed information regarding the Covanta Incinerator in Delaware County and its numerous adverse effects to residents of both Chester city and Delaware county. Based on this information, as well as the overall need for a better plan regarding waste management, the Radnor EAC is asking that the Board sign the attached resolution to request Delaware County to not renew the existing trash contract, which mandates a minimum trash requirement with Covanta. The health data indicate that Chester's children have significantly higher rates of asthma and other health problems and is a blatant case of environmental racism in that Chester city is 69% black.

Additionally, this contract acts as a disincentive to reduce waste in the township and county. Delaware County must still pay the total fee, even if that amount of trash is not supplied. Not only is the quantity of waste harmful to the environment and the residents, it is also becoming more expensive to dispose it.

The contract with Delaware County and Covanta will be renewed before July 2021, so it is urgent that Delaware County receive this communication immediately. For future consideration, we are also recommending developing a "Zero Waste" management initiative in the township, with the ultimate goal of not just eventually stopping incineration, but also reducing our actual waste through alternative means such as multi-stream recycling, reuse, composting and others, a process known as "zero waste management".

Please read the attached *Frequently Asked Questions* for more information about the Covanta incinerator and Zero Waste plan to further explain facts and alternatives to this incinerator.

Sincerely,

The Radnor Township Advisory Council

Margaret Reinhart, chair



## **FAQ:**

### **Zero Waste Resolutions & Covanta Trash Incinerator**

#### **1. What is Zero Waste?**

The internationally accepted definition from Zero Waste International Alliance defines Zero Waste as:

"the conservation of all resources by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health."<sup>1</sup>

Zero Waste is accompanied by a Zero Waste Hierarchy, from highest to lowest priority, governed by seeking the highest and best use of materials:<sup>2</sup>

- Rethink/Redesign
- Reduce
- Reuse
- Recycle/Compost
- Material Recovery
- Biological Treatment
- Stabilized Landfilling

#### **2. In general, why is a Zero Waste resolution important to adopt?**

Having a municipality adopt a Zero Waste resolution is a critical early action and launch point. It generates awareness of how trash is currently being managed and the health and environmental implications of these methods. It changes the dialogue from *managing waste* to *eliminating waste*, and establishes waste reduction as a priority principle.

A resolution begins the process of implementing Zero Waste strategies and provides a framework for planning, funding and community development. The municipal system begins to change and model sustainable practices.

*Resources:*

- (1) *[Draft of Zero Waste Resolution for Delco Municipalities](#)*
- (2) *[Eco-cycle - Zero Waste Solutions](https://www.ecocyclesolutionshub.org/take-action/zero-waste-resolution-toolkit/)*
- (3) *More links available at [chesterresidents.org/zero-waste](http://chesterresidents.org/zero-waste)*

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<sup>1</sup> <http://zwia.org/zero-waste-definition/>

<sup>2</sup> <http://zwia.org/zwh/>

### 3. In Delco, why is it so important that municipalities adopt these resolutions quickly?

Covanta contracts with Delaware County Solid Waste Authority (DCSWA) which oversees all the trash management in Delaware County. The 10-year contract is due to expire in 2022 and ***the contract renewal is up for consideration as early as May 2021.***

By having resolutions adopted in multiple municipalities, it demonstrates to Delaware County Council the political will and community drive to move towards Zero Waste and end the toxic incineration of the county's trash in Chester by switching to the less polluting and often less expensive option of landfilling.

Another important reason the Covanta contract is bad for the community and should not be renewed is the "put-or-pay" clause included in their contracts. The "put-or-pay" basically states that if DCSWA does not deliver to Covanta a certain tonnage of trash, it will need to pay regardless. It disincentivizes any efforts to reduce trash, recycle or compost.

#### *Resources:*

(1) *Covanta's waste contracts*

<https://www.chesterresidents.org/covanta/wastecontracts/>

(2) *Covanta contract with DCSWA*

<http://chesterresidents.org/pdf/wastecontract-delco.pdf>

### 4. Why is incineration harmful? Why is it worse than landfilling?

Incineration is the worst way to process trash and is the most polluting and expensive way to create energy. Incinerators release many air pollutants, including nitrogen oxides, sulfur dioxides, particulate matter, lead, mercury, dioxins and furans. These substances are known to have serious public health effects, from increased cancer risk to respiratory illness, cardiac disease and reproductive, developmental and neurological problems. According to recent figures from the waste industry, incinerator plants emit more sulfur dioxide, nitrogen oxides and carbon dioxide per unit of electricity generated than power plants burning natural gas.<sup>3</sup>

The Covanta incinerator in Chester is the largest trash incinerator in the United States, with the capacity to burn up to 3,500 tons of trash daily. It creates more air pollution and emits more particulate matter than any other such facility in the U.S and has the fewest pollution controls. It lacks any controls for nitrogen oxides or for highly toxic mercury and dioxins.<sup>4</sup> Only 1.6% of the trash burned is from Chester, and a total of 29% is from Delaware County. The remaining is brought in by truck or rail from NYC, New Jersey and Philadelphia.

For every 100 tons burned, about 30 tons become toxic ash that must be landfilled, resulting in a smaller, but more toxic, landfill. The other 70 tons become air pollution, spread across Delaware County and beyond.

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<sup>3</sup> <http://www.energyjustice.net/incineration/>

<sup>4</sup> <http://www.ejnet.org/chester/pollutioncontrol.html>

A 2010 study found that 38.5% of children in Chester have asthma, which is 5x the national average, and 3x the state average. 25% of Chester adults have asthma.<sup>5</sup>

Covanta is also one of the worst lead polluters in the city. Lead poisoning can lead to cognitive delays, behavioral issues and seizures. Exposure to lead in childhood has been associated with increase in aggression, decreases in impulse control and IQ. Studies have found that communities exposed to air pollution are more likely to have violent crimes.<sup>6</sup>

A 2019 study published in the *International Journal of Environmental Research and Public Health* found evidence that people living in proximity to an incinerator have an increased risk of all types of cancer. Studies on incinerators in France and in Italy have suggested an increased risk of non-Hodgkin lymphoma, soft-tissue sarcoma, lung cancer, and neoplasia of the nervous system and liver. Other studies have reported increases in respiratory diseases or symptoms in populations residing near incinerators and in children. Other epidemiological studies on incinerators have shown an excess risk of cardiovascular diseases and urinary diseases.<sup>7</sup>

*Other Resources:*

(1) *Covanta Health Fact Sheet:*

<http://www.energyjustice.net/incineration/healthstudies.pdf>

(2) *“Report: Waste Incineration: A Dirty Secret in How States Define Renewable Energy”*

<https://ilsr.org/waste-incineration-renewable-energy/#:~:text=Incinerators%20generate%20harmful%20pollution%20posing,%5B27%5D%20and%20hazardous%20ash.>

## **5. Who is DCSWA and what is their role?**

Delaware County Solid Waste Authority (DCSWA) is responsible for the processing of all Delaware County trash and contracts directly with Covanta. Municipalities are contracted to bring the Authority all of the trash collected from their towns to one of the transfer stations in Chester or Marple Townships. The trash is transferred to trailers where it is taken to Covanta in Chester City where it is burned.

A small percentage of County trash is taken to Waste Management’s Fairless Landfill. The Authority also accepts and processes commercial waste from within the County. The Authority also owns and operates a landfill in Berks County, PA where they accept ash from Covanta and trash from other sources close to the site.

DCSWA operates as its own governing body with board members appointed by Delaware County Council. Each member is appointed for a specific term length when appointed by Council.

*Excerpt from DCSWA website:*

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<sup>5</sup> PA Department of Health, 2010. <http://www.ejnet.org/chester/asthma.html>

<sup>6</sup> <http://www.ejnet.org/chester/pollutioncontrol.html>

<sup>7</sup> <https://pubmed.ncbi.nlm.nih.gov/31405116/>

*The Delaware County Solid Waste Authority is responsible for:*

- *Issuance of permits for all commercial and residential vehicles to dispose of trash at the Transfer Stations;*
- *Monitoring of trash at the Transfer Stations and enforcement of County ordinances dealing with refuse collection, permitting, and disposal;*
- *Planning, developing, designing, and administering - in cooperation with other appropriate departments and agencies of government - the expansion and modification of facilities for which the Solid Waste Authority is responsible;*
- *Advising County Council on matters pertaining to the responsibilities of the Authority;*
- *Providing management through inspection, coordination, and approval of payments for the transferal of trash materials;*
- *Obtaining and administering state funding available for the enhancement of recycling and other programs for which the Authority is responsible.<sup>8</sup>*

*Resources:*

*(1) 2019 Report – Financial Audit of DCSWA (see pg. 8 for financial overview)*

*<https://www.delcopa.gov/controller/pdf/2020/DELCOSolidWaste2019FS06.03.20.pdf>*

## **6. If we succeed in stopping the Covanta contract renewal, where will the Delco trash go?**

DCSWA owns a landfill in Berks County that currently accepts toxic ash from Covanta and trash sources from other communities. Toxic ash is extremely harmful and more toxic than landfilling waste. The debris can easily blow away and toxic chemicals are more easily leached into groundwater quicker than regular trash. For every 100 tons of trash burned, 30 tons become toxic ash that must be landfilled and the remaining 70% becomes air pollution.

Delaware County can switch to landfilling by utilizing the landfill already owned by the County, thus saving expenses in tipping fees. Additionally, PA is one of the biggest trash importers in the U.S. due to its glut of landfill space. PA is to landfills what Saudi Arabia is to oil. PA accepts trash from New York, New Jersey, and up and down the eastern seaboard.

There are sufficient landfill options in the surrounding area to accommodate a transition from incineration to landfill, and it can be done quickly. The excuse that there is not enough time or it will be too costly is false and inaccurate.

In recent years, each of these communities had to promptly switch due to an incinerator temporarily or permanently closing:

- (1) Hartford, CT
- (2) Fairfax, VA
- (3) Detroit, MI

## **7. What is Save as you Throw/Pay as you Throw (PAYT)?**

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<sup>8</sup> <https://www.delcopa.gov/departments/swa.html>

Pay as you Throw (PAYT) or Save as you Throw (SAYT) are the same concept and sometimes referred to as “unit pricing.” PAYT is the most self-explanatory so this term is preferred.

For utilities like electricity, water and gas, individuals pay by how much they use. In contrast, trash isn't managed based on individual consumption or personal demand - meaning your neighbor could put out ten bags of trash a week, and your household could put out one, and both households will pay the same amount. The system of “one size fits all” is failed, especially as those who generate the most waste are sometimes the least impacted by the pollution, and is not conducive to waste reduction strategies.

With programs like, Pay-as-you-Throw (PAYT), people pay per bag or per bin. This program is currently being utilized in over 7,000 communities in the U.S. and has been shown to be the most effective and cost-effective way to quickly and substantially reduce waste.

On average, communities using "Pay as you Throw" programs find a 44% reduction in waste disposal per person, and other studies have shown around a 28% decrease in total discards (waste plus recycling) due to people reducing and reusing more, which saves individuals and local governments money and resources, and improves environmental sustainability in waste management.<sup>9</sup>

*Case Study of PAYT:*

- *Concord, New Hampshire:*  
<https://apnews.com/article/af1721651f5148c5af532d1435039d4e>

**8. Why are the terms “waste-to-energy” and “trash-to-steam” inappropriate to describe trash incineration?**

There is no such thing as waste-to-energy. "Waste-to-energy" is a public relations term used by incinerator promoters. Burning garbage to generate power is neither clean nor renewable, and it is the most expensive and polluting way to make energy.

Incinerator companies have done a great job green-washing their true impacts on communities by implying that so-called “waste-to-energy” facilities are good neighbors offering a safe process that eliminates waste, allows for robust recycling programs, and generates renewable energy. Nothing could be further from the truth. The reality is burning waste harms the health, environment, and economy of many communities.

Scientifically, there is no such thing as "waste-to-energy." Matter cannot be turned into energy without a nuclear reaction, and thankfully, that's not what happens with incinerators. What is actually happening is that waste is turned into toxic ash and toxic air emissions while a small fraction of the energy in the waste is recovered in the process<sup>10</sup>.

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<sup>9</sup> <https://archive.epa.gov/wastes/conserve/tools/payt/web/pdf/payt.pdf>

<sup>10</sup> <http://www.energyjustice.net/incineration/waste-to-energy>

In the environmental advocacy community, we've come to call them "waste-OF-energy" facilities because we know that recycling and composting the same discarded materials saves 3-5 times as much energy as incinerators can recover.<sup>11</sup>

Many state and local policies also define "renewable" energy in ways that make trash burning eligible for additional incentives, including tax breaks or economic development programs.

The perverse designation of incineration as "renewable" subsidizes a practice that wastes energy, kills jobs, and produces toxic pollution. Including incineration in legal definitions of renewable energy hampers investments in cleaner, more equitable sources of local energy and waste management alternatives.

Additionally, incineration creates the fewest amount of jobs when compared to landfilling or to Zero Waste strategies such as reuse, recycling and composting.

## **9. What will happen to Chester City if Delaware County stops burning trash at Covanta?**

Covanta contributes roughly 5 million in annual revenue to the City of Chester, which is about 9% of the city budget. The county's contribution of waste to the incinerator is 28%, amounting to about \$1.4 million. It's important that if Delaware County stops burning trash in Chester, that the county makes Chester City whole by providing financial support to close any budget gap and make up for decades of pollution and harm to community health.

The long-term health and environmental impacts and external costs of operations are not considered in their contributions to the city budget. The health and well-being of the people should not be sacrificed for this source of income, when there are plenty of cleaner businesses that could replace Covanta and other polluting facilities on the waterfront.

A 2017 study from the New York University School of Medicine found that just one pollutant (fine particulate matter, or "PM2.5") from the Wheelabrator Baltimore trash incinerator is causing an estimated \$55 million in annual health costs to residents across several states, mostly from cutting people's lives short.<sup>12</sup>

Zero Waste solutions such as material reuse, recycling and composting can provide 5-10 times as many jobs and alternative sources of revenue to Chester City, without the harmful impacts of incinerator pollution.

Additionally, the incinerator has led to decreased property values in the neighboring area and a sharp decline in home ownership since it first opened in 1992. The community is

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<sup>11</sup> "Recycling versus incineration: an energy conservation analysis" Journal of Hazardous Materials.

<https://www.sciencedirect.com/science/article/abs/pii/S0304389495001166>

<sup>12</sup> Written Report of George D. Thurston Regarding the Public Health Impacts of Air Emissions from the Wheelabrator Facility, Nov. 20, 2017. [www.cleanairbmore.org/uploads/wheelabrator-health-impacts.pdf](http://www.cleanairbmore.org/uploads/wheelabrator-health-impacts.pdf); see also the health and environmental costs of incineration in the Philadelphia area discussed in this letter to Philadelphia from the American Sustainable Business Council: [www.asbcouncil.org/sites/main/files/file-attachments/waste\\_contract\\_asbi\\_business\\_letter.pdf](http://www.asbcouncil.org/sites/main/files/file-attachments/waste_contract_asbi_business_letter.pdf)

disproportionately impacted by the pollution generated from the facility, which is proving to be detrimental to residents, most considerably to asthma and lead poisoning among Chester youth.

Covanta stated in January 2021 that only six of their 105 salaried employees live in the City of Chester.

## 10. What is Chester's receivership status?

Receivership is the process in which the state appoints a manager with a degree of direct control over local finances to avoid bankruptcy. Chester first entered the Municipalities Financial Recovery Act, or Act 47, in 1995. In April 2020, Governor Wolf declared a Fiscal Emergency in Chester and appointed Michael T. Dowearry as the city's Receiver.

Mr. Dowearry and a team of advisers work with the city to restructure services and financial liabilities to avoid bankruptcy and harm to residents. Under Pennsylvania's Municipalities Financial Recovery Act, the goal is to get the city financially solvent and on a path toward economic recovery.

*"The City of Chester has been subject to Commonwealth financial oversight under the Municipalities Financial Recovery Act (Act 47 of 1987) since 1995. While other communities have successfully exited oversight or made progress toward doing so, Chester continues to struggle with multi-million dollar deficits, past due obligations to its employee pension plans, and very marginal investments in the infrastructure that Chester residents and businesses use every day.*

*On April 13, 2020, following the onset of the novel coronavirus COVID-19, Governor Thomas Wolf declared a Fiscal Emergency in Chester. According to Act 47, the Governor may declare a fiscal emergency when a municipality is insolvent or projected to be insolvent within 180 days or when that municipality is unable to ensure the continued provision of vital and necessary services, such as police patrol, fire suppression and public works functions. The pandemic has had a deeply negative impact on Chester's fiscal condition, cutting City government's largest revenues and halting critical services<sup>13</sup>."*

– [Receivers Recovery Report](#)

Resources:

(1) Chester Receiver Website: <https://www.chesterreceivership.com>

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<sup>13</sup> Receiver's Recovery Report: [https://static1.squarespace.com/static/5f721f5325ced83982f1d194/t/5f7b580145b2d750b4c1debc/1601918983266/Chester-Receiver-Recovery-Plan\\_FINAL\\_20200820.pdf](https://static1.squarespace.com/static/5f721f5325ced83982f1d194/t/5f7b580145b2d750b4c1debc/1601918983266/Chester-Receiver-Recovery-Plan_FINAL_20200820.pdf)

## 11. If Delco stops sending trash to the incinerator, will Covanta just replace it with outside trash sources?

Delco currently sends about 78% of its trash to Covanta incinerator. Delco's trash makes up 29% of Covanta's daily burn. Here is where the rest of the trash is coming from:

Philadelphia – 33%  
Delaware County – 29%  
New Jersey – 17%  
Delaware (rerouted NYC trash) – 16%  
New York – 3%  
Ocean City – 2%  
*[2019 data from PA DEP<sup>14</sup>]*

29% is a large amount of trash to withdraw from Covanta, and it will be difficult for them to quickly replace this amount. In 2013, Covanta contracted with NYC to take 20-30 years of Manhattan trash by train. Prior to that contract, they were operating as low as 75% capacity, showing that waste doesn't magically materialize to fill a big gap without a major contract.

Philadelphia's contract with Covanta comes up for the first of three 1-year renewal options in the summer of 2023.

## 12. Will it cost more to switch to landfilling?

In general, incineration is the most expensive and polluting way to manage trash. Incineration may be cheaper in this area because the incinerator is the largest in the country and operates with the fewest pollution controls. Even if landfilling turns out to be slightly more expensive, exiting the incinerator contract allows for waste reduction efforts that can more than mitigate these costs.

Because the county owns their own landfill, there would be less concern over tipping fees. As the resolution states, the switch to landfilling is coupled with Zero Waste programs that will reduce the amount of waste through recycling, composting, resource recovery and other strategies.

Other communities that have adopted Zero Waste resolutions and programs have seen a drastic reduction in waste going to landfill. There are many benefits besides costs when switching from incineration to landfilling and Zero Waste.

*If you have further questions and would like to learn more about the resolutions or CRCQL and the Environmental Justice movement, please reach out to us!*

**Visit [www.chesterresidents.org](http://www.chesterresidents.org)**  
**Email [getinvolved@chesterresidents.org](mailto:getinvolved@chesterresidents.org)**  
**Call 484-206-5180**

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<sup>14</sup> [http://cedatareporting.pa.gov/reports/powerbi/Public/DEP/MM/PBI/Solid\\_Waste\\_Disposal\\_Information](http://cedatareporting.pa.gov/reports/powerbi/Public/DEP/MM/PBI/Solid_Waste_Disposal_Information)



**ORDINANCE NO. 2021-03**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, 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**

*WHEREAS*, the Board of Commissioners has determined that residential Density Modification uses require the set aside of useable open space; and

*WHEREAS*, the Board desires to provide an open space requirement for other multi- unit residential type uses; and

*WHEREAS*, open space areas increase property values and conserve natural resources.

*NOW, THEREFORE*, be it **ORDAINED** and **ENACTED** as follows:

**Section 1.**

Article XIX Density Modification is hereby amended by revising Section 280-91 Common open space, Subsection A. as follows:

**§ 280-91. Common open space.**

- A. Not less than 25% of the tract area shall be designated in the subdivision or development plan as common open space. Common open space may not include required buffer yards, floodplain or wetlands. No more than 10% of the required common open space may be used to meet the plan's stormwater management requirements and all required common open space shall be contiguous unless the Board of Commissioners approves otherwise.

**Section 2.**

Section 280-91. Common open space, subsection B. is amended by deleting "floodplain" from the list of lands appropriate as common open space.

**Section 3.**

Article XX General Regulations is hereby amended to add a new **Section 280-115.6 Open Space Requirements**, to read as follows:

**§ 280-115.6 Open Space Requirements**

In addition to the uses identified in Section 280-68 B., residential uses providing support services such as memory care, continuing care, senior living, and similar uses shall provide 15% of the tract

area as common open space, which may not include required buffer yards, floodplain or wetlands. No part of the required common open space may include stormwater facilities and all common open space shall be contiguous unless the Board of Commissioners approves otherwise.

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

*ENACTED* and *ORDAINED* this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William White, Secretary

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  
FRANK N. D'AMORE, III

\_\_\_\_\_  
\* ALSO ADMITTED IN NEW JERSEY  
◊ ALSO ADMITTED IN NEW YORK  
† MASTERS IN TAXATION  
◊ ALSO A CERTIFIED PUBLIC ACCOUNTANT

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

March 30, 2021

Delaware County Law Library  
Delaware County Courthouse  
201 W. Front Street  
Media, PA 19063

Re: Radnor Township- Open Space Ordinance

Dear Sir/Madam:

Enclosed for filing with the Delaware County Law Library, please find a true and correct copy of a proposed Ordinance which the Radnor Township Board of Commissioners will consider for possible adoption after a public hearing on April 26, 2021. Please keep the enclosed Ordinance available for public inspection and/or photocopying through the hearing date.

Sincerely,

**GRIM, BIEHN & THATCHER**

By: \_\_\_\_\_

John B. Rice

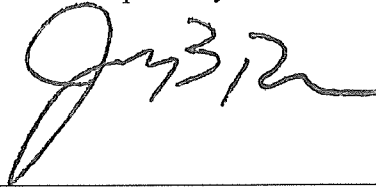
JBR/hlp

Enclosure

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on April 26, 2021.

A handwritten signature in black ink, appearing to read "J. B. Rice", written over a horizontal line.

John B. Rice, Esquire  
Grim, Biehn & Thatcher  
Township Solicitor

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  
FRANK N. D'AMORE, III

\_\_\_\_\_  
\* 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](http://www.grimlaw.com)  
\_\_\_\_\_

John B. Rice  
e-mail: [jrice@grimlaw.com](mailto: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

March 30, 2021

**SENT VIA ELECTRONIC CORRESPONDENCE**

Delaware County Daily Times  
Attn: Legal Department  
390 Eagleview Road  
Exton, PA 19341

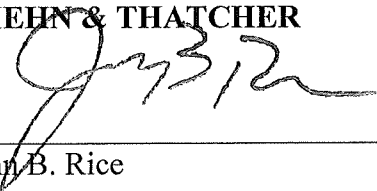
Re: Radnor Township – Open Space Ordinance  
Advertising dates: 4/12/21 & 4/19/21

Dear Legal Department:

Enclosed please find for advertisement in the April 12<sup>th</sup> & April 19<sup>th</sup> editions 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 April 26, 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, 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.

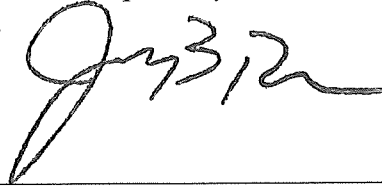
The Board of Commissioners will hold a public hearing on April 26, 2021, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law 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 from the Township's website or by sending an email to [phagan@radnor.org](mailto:phagan@radnor.org).

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on April 26, 2021.

A handwritten signature in black ink, appearing to read "JBR", written over a horizontal line.

John B. Rice, Esquire  
Grim, Biehn & Thatcher  
Township Solicitor

**ORDINANCE NO. 2021-**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, 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**

*WHEREAS*, the Board of Commissioners has determined that residential Density Modification uses require the set aside of useable open space; and

*WHEREAS*, the Board desires to provide an open space requirement for other multi- unit residential type uses; and

*WHEREAS*, open space areas increase property values and conserve natural resources.

*NOW, THEREFORE*, be it *ORDAINED* and *ENACTED* as follows:

**Section 1.**

Article XIX Density Modification is hereby amended by revising Section 280-91 Common open space, Subsection A. as follows:

**§ 280-91. Common open space.**

- A. Not less than 25% of the tract area shall be designated in the subdivision or development plan as common open space. Common open space may not include required buffer yards, floodplain or wetlands. No more than 10% of the required common open space may be used to meet the plan's stormwater management requirements and all required common open space shall be contiguous unless the Board of Commissioners approves otherwise.

**Section 2.**

Section 280-91. Common open space, subsection B. is amended by deleting "floodplain" from the list of lands appropriate as common open space.

**Section 3.**

Article XX General Regulations is hereby amended to add a new **Section 280-115.6 Open Space Requirements**, to read as follows:

**§ 280-115.6 Open Space Requirements**

In addition to the uses identified in Section 280-68 B., residential uses providing support services such as memory care, continuing care, senior living, and similar uses shall provide 15% of the tract



area as common open space, which may not include required buffer yards, floodplain or wetlands. No part of the required common open space may include stormwater facilities and all common open space shall be contiguous unless the Board of Commissioners approves otherwise.

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

*ENACTED* and *ORDAINED* this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William White, Secretary

# ZONING HEARING BOARD APPLICATION

## TOWNSHIP OF RADNOR

301 IVEN AVENUE

WAYNE, PA 19087

610-688-5600

FAX: 610-971-0450

www.radnor.com

www.radnor.com

|                          |
|--------------------------|
| <b>TOWNSHIP USE ONLY</b> |
| APPEAL # _____           |
| FEE: _____               |
| DATE RECEIVED: _____     |

**GENERAL INFORMATION:** Applicants are strongly encouraged to review the "Requirements and Information for Appeals to the Zoning Hearing Board" that are attached to the application. Ten (10) copies of this application and required attachments along with an electronic submittal in pdf format (CD or thumb drive) must be filed with the Community Development Department not less than thirty (30) calendar days prior to the hearing. Incomplete applications will not be accepted for processing.

**REQUIRED FEE DUE AT FILING:** Please refer to the Consolidated Fee Schedule, as amended on our website at [www.radnor.com](http://www.radnor.com) for a copy of our current fees.

\*\*\*\*\*

*TYPE OR PRINT*

Property Address: 1106 County Line Rd, Bryn Mawr PA 19010

Name and address of Applicant: William J Heran  
1106 County Line Rd, Bryn Mawr PA 19010

Telephone Number: 215-834-7979 Email: w.heran@gmail.com

Property Owner (if different than above): \_\_\_\_\_

Owner address: 1106 County Line Rd, Bryn Mawr PA 19010

Telephone number: 215-834-7979 Email: w.heran@gmail.com

Attorney's name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_

**Relief requested and/or basis for appearing before the Zoning Hearing Board including *specific citation to any and all sections of the Zoning Code relevant to the appeal. (attach additional pages if necessary)***

Reference § 280-34 Use regulations, I hereby request the conversion from a single family unit to a 2-family unit as an administrative zoning re-classification based on following facts:

- 1) There is a conflict in zoning classification of this property.
- 2) Radnor township tax record considers this property as "two apartments." (see attachment)
- 3) Delaware County tax record shows the land use of this property as "R-20 two family." (see attachment)
- 4) This property is pre-equipped with two separate electrical mains and two separate gas meters where PECO identifies as "first floor and 2nd floor." (see attachment)
- 5) There is no erection, addition, deletion made to existing electrical, HVAC, plumbing and structural system on the second and third floor to convert into a second dwelling unit. This property is historically pre-configured and set up as a 2-family unit.

**Description of previous decisions by the Zoning Hearing Board pertinent to the property, or attach copies of decisions: (*attach additional pages if necessary*)**  
none

Brief narrative of improvements: *(attach additional pages if necessary)*  
none

**ATTACHMENTS: Ten (10) copies of each and one (1) electronic copy in pdf format (CD or thumb drive) of the following must be provided:**

1. **Engineered plan or survey of the property drawn to scale, prepared by a registered architect, engineer or surveyor licensed in Pennsylvania, containing the following information:**
  - a) **lot lines and lot dimensions described in metes and bounds (in feet);**
  - b) **total lot area;**
  - c) **location of easements and rights of way, including ultimate rights of way;**
  - d) **location of all setback lines for existing and proposed structures;**
  - e) **location of steep slopes, floodplains, riparian buffers, wetlands, and other pertinent features;**
  - f) **location of existing and proposed improvements;**
  - g) **table of zoning data including zoning district, required setbacks, existing and proposed building coverage, impervious coverage, height, and other pertinent zoning restrictions, and any degree of compliance or noncompliance; and**
  - h) **all other features or matters pertinent to the application.**

**PLANS SHALL NOT EXCEED 24" X 36" , AND MUST BE NEATLY FOLDED TO NO GREATER DIMENSION THAN 8 ½" X 11" AT FILING**

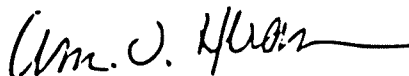
2. **List of witnesses and summary of their testimony attached.**
3. **Photographs of the property at issue and all adjoining properties.**
4. **Copies of any written professional reports, including traffic studies, land planning studies,**

appraisals, floodplain analyses, economic forecasts or other written reports, which the applicant wishes to present at the hearing (*note: the author of the study or a qualified representative of the entity who prepared the study must appear at the meeting and be available for cross-examination*).

5. Copy of deed, lease, agreement of sale, or other authorization to file the appeal. (*note: leases or agreements of sale either must expressly permit the tenant or buyer to file an appeal, or must be accompanied by a by a letter from the owner clearly authorizing tenant or buyer to file the appeal*).

#### ADDITIONAL REQUIREMENTS

1. Will this application involve the subdivision of land? Applications that involve the subdivision of land are referred to the Planning Commission for review and recommendation. *Applicants will be notified of the date and time of the Planning Commission meeting*
2. Will briefs or memoranda of law be filed in accordance with requirements of the Zoning Hearing Board? (*note – 10 copies of any brief or memorandum of law to be submitted by the applicant must be received by the Community Development Department no later than 14 days before the hearing*).
3. Will the applicant (or duly authorized officer of the applicant, if applicant is not a natural person) be present at the hearing. If not, then power of attorney, notarized and in recordable form, authorizing the person who will testify on behalf of the applicant, and to bind the applicant in any proceedings of the Board must be presented at or before commencement of the hearing. Attorneys, agents, or other representatives of the applicant may not appear and testify on behalf of the applicant without power of attorney. Forms of power of attorney are available in the Community Development Department. (*note: failure to provide power of attorney will result either in the appeal being continued, or being dismissed, at the discretion of the Board*)



---

SIGNATURE OF APPLICANT

**AN ADDITIONAL FEE OF \$200 SHALL BE CHARGED FOR ANY CONTINUANCE REQUESTED BY THE APPLICANT. THIS FEE SHALL BE PAID PRIOR TO THE RESCHEDULING OF THE HEARING.**

2021 TOWNSHIP OF RADNOR REAL ESTATE TAX

February 1, 2021

ASSESSMENT: 409,530

FOLIO NO: 36-05-02982-00

| TYPE OF TAX  | MILLAGE | 2% DISCOUNT<br>MARCH 31, 2021 | FACE<br>APRIL 1 and MAY 31, 2021 | 10% PENALTY<br>JUNE 1 and DEC 31, 2021 |
|--------------|---------|-------------------------------|----------------------------------|----------------------------------------|
| TOWNSHIP RE  | 2.2837  | \$916.54                      | \$935.24                         | \$1,028.76                             |
| <b>TOTAL</b> |         | <b>\$916.54</b>               | <b>\$935.24</b>                  | <b>\$1,028.76</b>                      |

HERAN WILLIAM J  
1106 COUNTY LINE RD  
BRYN MAWR, PA 19010-1504

DESCRIPTION  
1106 COUNTY LINE RD  
2 1/2 STY HSE GARS 2 APTS  
40 X 150



MAKE CHECKS PAYABLE & MAIL TO:  
TOWNSHIP OF RADNOR, TAX COLLECTOR  
LOCKBOX 2560  
P.O. BOX 95000  
PHILADELPHIA, PA 19195-0001

MAKE PAYMENT IN PERSON AT:  
RADNOR TOWNSHIP BUILDING  
301 IVEN AVENUE  
WAYNE, PA 19087-5204  
Monday - Friday 8:00 AM - 4:00 PM

PAY BY CREDIT CARD IN PERSON OR ONLINE.

MILLAGE BREAKDOWN:  
GENERAL FUND 2.2250  
LIBRARY IMPROVEMENT BOND 0.0178  
PARK IMPROVEMENT BOND 0.0306  
TRAIL IMPROVEMENT BOND 0.0103

TOTAL MILLAGE 2.2837

PLEASE DIRECT QUESTIONS TO:  
KATHRYN A. GARTLAND, TREASURER  
(610) 688-5600

PLEASE PUT 11 DIGIT FOLIO NUMBER IN THE MEMO BOX ON YOUR CHECK.  
FORWARD BILL PROMPTLY TO MORTGAGE COMPANY IF FUNDS HELD IN ESCROW.  
NO PAYMENT ACCEPTED AFTER BOOKS CLOSE December 31, 2021.  
PER PENNSYLVANIA LAW, FAILURE TO RECEIVE A TAX BILL DOES NOT ENTITLE A PROPERTY OWNER TO A DISCOUNT OR REMISSION OF PENALTY ON TAXES. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAKE INQUIRY IF A TAX BILL IS NOT RECEIVED IN A TIMELY MANNER AND TO PAY THE TAXES DUE.  
TAXES ARE NOW DUE AND PAYABLE. MAIL TAX COLLECTOR COPY PORTION WITH YOUR REMITTANCE.  
IF YOU DESIRE A RECEIPT, MAIL ENTIRE BILL AND A STAMPED, SELF-ADDRESSED ENVELOPE WITH YOUR REMITTANCE.

NOTE: All unpaid taxes assessed on real estate will be returned to the Tax Claim Bureau in the Government Center Building, Media, PA not later than February 28, 2022 for sale by the Tax Claim Bureau, and will be subject to a filing fee charge and interest of 9 per cent per annum from March 1, 2022 in addition to penalties. Payment of returned taxes shall be made only to the Tax Claim Bureau. Phone: (610) 891-4282, 4285, 4286, 4287, 4288

RETAIN THE TOP PORTION FOR YOUR RECORDS - RETURN THE BOTTOM STUB WITH YOUR PAYMENT

TOWNSHIP OF RADNOR  
301 IVEN AVENUE  
WAYNE, PA 19087-5204

Temp Return Service Requested

IMPORTANT TAX BILL ENCLOSED



HERAN WILLIAM J  
1106 COUNTY LINE RD  
BRYN MAWR, PA 19010-1504

6797  
22

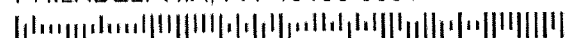
2021 TOWNSHIP OF RADNOR REAL ESTATE TAX

ASSESSMENT: 409,530  
FOLIO NO: 36-05-02982-00

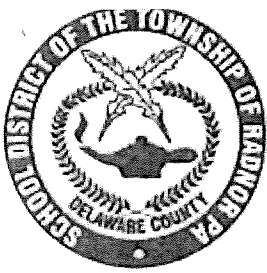
|             |            |                                          |
|-------------|------------|------------------------------------------|
| 2% DISCOUNT | \$916.54   | ◀ REC'D BY<br>MARCH 31, 2021             |
| FACE        | \$935.24   | ◀ REC'D BTWN<br>APRIL 1 and MAY 31, 2021 |
| 10% PENALTY | \$1,028.76 | ◀ REC'D BTWN<br>JUNE 1 and DEC 31, 2021  |



TOWNSHIP OF RADNOR, TAX COLLECTOR  
LOCKBOX 2560  
P.O. BOX 95000  
PHILADELPHIA, PA 19195-0001



4



Radnor Township School District

135 South Wayne Avenue  
Wayne, PA 19087

Michelle A. Diekow, Tax Collector

Phone: 610-688-8100 www.rtsd.org Email: Jackie.hanley@rtsd.org

HERAN WILLIAM J  
1106 COUNTY LINE RD  
BRYN MAWR PA 19010

TAXES ARE NOW DUE

| TAX YEAR |
|----------|
| 2019     |

FOLIO # 36050298200

BILL DATE 07/01/2019

ASSESSMENT 160,000

| Millage | Assessment | Homestead Exclusion | Net Assessment | Discount Amount By 08/31/2019 | Face Amount By 10/31/2019 | Penalty Amount 11/01/2019 to 02/15/2020 |
|---------|------------|---------------------|----------------|-------------------------------|---------------------------|-----------------------------------------|
| 24.9181 | 160,000    | -12,323             | 147,676        |                               |                           |                                         |
|         |            |                     | 147,676        | \$3,606.23                    | \$3,679.83                | \$4,047.81                              |

TAX PAYERS COPY

IF YOUR MORTGAGE COMPANY OR BANK PAYS YOUR REAL ESTATE TAXES, FORWARD THIS BILL TO THEM IMMEDIATELY.

Make check or money order payable to: **Radnor Township School District** NO CASH

If paying in full, return the below coupon along with your payment. If making installment payments, please see the next page for your coupons.

If you would like a receipt stamped PAID from the tax office, please remit the entire tax bill with your payment along with a self-address stamped envelope. A copy of the tax bill with your cancelled check will also serve as a receipt.

Checks returned for NSF (Non-sufficient funds) will not be posted to account as paid.

Postmark date at the end of discount and face periods will be accepted as date of payment.

Liens will be filed against your property with the Tax Claim Bureau on March 1, 2020 if your taxes are not paid by February 15, 2020

PER PENNSYLVANIA LAW, FAILURE TO RECEIVE A BILL DOES NOT ENTITLE OWNER TO DISCOUNT OR REMISSION OF PENALTY ON TAXES. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAKE INQUIRY IF A TAX BILL IS NOT RECEIVED IN A TIMELY MANNER.

NOTICE OF PROPERTY TAX RELIEF: This tax bill may include a tax reduction for your homestead property. If you are eligible, you have received tax through a provision under the Pennsylvania Taxpayer Relief Act, a law passed by the Pennsylvania General Assembly designed to reduce your property taxes.

Property Location                      COUNTY LINE RD    11060000  
 1106 COUNTY LINE RD                2 1/2 STY HSE GARS 2 APTS

*PA By Escrow*

2019/2020 RTSD School Tax

REMITTANCE COPY

|             |                          |            |            |
|-------------|--------------------------|------------|------------|
| FOLIO #     | 2% Discount on or Before | 08/31/2019 | \$3,606.23 |
| 36050298200 | Face Amount on or Before | 10/31/2019 | \$3,679.83 |
|             | Penalty Amount After     | 10/31/2019 | \$4,047.81 |

236050298200000000360623000000367983000000404781 3

HERAN WILLIAM J  
1106 COUNTY LINE RD  
BRYN MAWR PA 19010

Remit to: Radnor Township School District  
Lockbox 3440  
P.O. Box 95000  
Philadelphia, PA 19195-0001

**Agent 360**1106 County Line Rd, Bryn Mawr, PA  
19010-1504

Radnor Twp

Tax ID 36-05-02982-00

Public Records

**Summary Information**

|                   |                     |                     |             |
|-------------------|---------------------|---------------------|-------------|
| Owner:            | William J Heran     | Property Class:     | Residential |
| Owner Address:    | 1106 County Line Rd | Annual Tax:         | \$5,566     |
| Owner City State: | BRYN MAWR PA        | Record Date:        | 03/03/15    |
| Owner Zip+4:      | 19010-1504          | Settle Date:        | 02/23/15    |
| Owner Occupied:   | Yes                 | Sale Amount:        | \$277,500   |
| No Mail(P):       | No                  | Book:               | 5609        |
| Owner Carrier Rt: | C006                | Page:               | 2234        |
|                   |                     | Doc Num:            | 10741       |
|                   |                     | Tax Record Updated: | 07/07/20    |

**Geographic Information**

|                   |                |         |          |
|-------------------|----------------|---------|----------|
| County:           | Delaware, PA   | Lot:    | 012-000  |
| Municipality:     | Radnor Twp     | Grid:   | 7929B7   |
| High Sch Dist:    | Radnor Twp     | Census: | 4096.023 |
| Subdiv/Neighbrhd: | Bryn Mawr Pl   |         |          |
| Tax ID:           | 36-05-02982-00 |         |          |
| Tax Map:          | 33             |         |          |

**Assessment & Tax Information**

|                   |         |                    |          |                     |           |
|-------------------|---------|--------------------|----------|---------------------|-----------|
| Tax Year:         | 2020    | Annual Tax (Est):  | \$5,566  | Total Land Asmt:    | \$62,700  |
| County Tax:       | \$874   | Taxable Land Asmt: | \$62,700 | Total Bldg Asmt:    | \$97,300  |
| Municipal Tax:    | \$705   | Taxable Bldg Asmt: | \$97,300 | Total Asmt:         | \$160,000 |
| School Tax (Est): | \$3,987 |                    |          | Taxable Total Asmt: | \$160,000 |

**Lot Characteristics**

|           |        |        |        |
|-----------|--------|--------|--------|
| Frontage: | 40.00  | Sq Ft: | 5,881  |
| Depth:    | 150.00 | Acres: | 0.1350 |

**Building Characteristics**

|                     |             |                    |                 |                   |                    |
|---------------------|-------------|--------------------|-----------------|-------------------|--------------------|
| Total SQFT:         | 2,291       | Total Rooms:       | 17              | Basement Type:    | Full               |
| Residential Design: | 2 Story     | Bed Rooms:         | 6               | Garage Type:      | Yes (Type Unknown) |
| Stories:            | 2.00        | Full Baths:        | 2               | Gas:              | Public             |
| Total Units:        | 2           | Total Baths:       | 2.1             | Water:            | Public             |
| Abv Grd Fin SQFT:   | 2,291       | Family Room:       | 0               | Sewer:            | Public             |
| Part Baths:         | 1           | Exterior:          | Brick           | Year Built:       | 1921               |
| Fireplace Total:    | 1           | Residential Style: | Old             | Trad fireplace:   | 1                  |
| Cooling:            | Central Air | Fireplace:         | Yes             | Fireplace Stacks: | 1                  |
|                     |             | Pkg Feats:         | Off Street      | Heat Fuel:        | Oil                |
|                     |             | Heat Delivery:     | Hot Water/Steam |                   |                    |

**Codes & Descriptions**

Land Use: R-20 Two Family  
County Legal Desc: 2 1/2 STY HSE GARS 2 APTS; 40 X 150

**MLS History**

| MLS Number | Category | Status    | Status Date | Price     |
|------------|----------|-----------|-------------|-----------|
| PADE525342 | MUL      | Withdrawn | 10/12/20    | \$650,000 |
| PADE525338 | RES      | Withdrawn | 10/12/20    | \$650,000 |
| 1003153158 | RES      | Closed    | 02/24/15    | \$285,000 |
| 1007321922 | RES      | Expired   | 09/06/14    | \$379,900 |
| 1004785422 | RES      | Closed    | 07/01/10    | \$210,000 |
| 1008938952 | RES      | Canceled  | 03/22/10    | \$339,000 |
| PADE385214 | RESL     | Canceled  | 01/20/06    | \$1,000   |
| PADE370410 | RESL     | Expired   | 05/31/96    | \$800     |



## TaxHistory

## Annual Tax Amounts

| Year | County | Municipal | School  | Annual  |
|------|--------|-----------|---------|---------|
| 2020 | \$874  | \$705     | \$3,987 | \$5,566 |
| 2019 | \$874  | \$665     | \$3,987 | \$5,526 |
| 2018 | \$897  | \$628     | \$3,870 | \$5,394 |
| 2017 | \$897  | \$628     | \$3,779 | \$5,303 |
| 2016 | \$897  | \$628     | \$3,668 | \$5,192 |
| 2015 | \$897  | \$600     | \$3,540 | \$5,037 |
| 2014 | \$897  | \$600     | \$3,474 | \$4,971 |
| 2013 | \$872  | \$600     | \$3,474 | \$4,946 |
| 2012 | \$848  | \$600     | \$3,492 | \$4,940 |
| 2011 | \$829  | \$583     | \$3,383 | \$4,794 |
| 2010 | \$829  | \$535     | \$3,339 | \$4,702 |
| 2009 | \$771  | \$482     | \$3,244 | \$4,496 |
| 2008 | \$771  | \$482     | \$3,122 | \$4,375 |
| 2007 | \$712  | \$482     | \$2,918 | \$4,111 |
| 2006 | \$712  | \$582     | \$2,779 | \$4,073 |
| 2005 | \$712  | \$582     | \$2,626 | \$3,920 |
| 2004 | \$712  | \$410     | \$2,502 | \$3,624 |
| 2003 | \$656  | \$376     | \$2,387 | \$3,419 |

## Annual Assessment

| Year | Land     | Building | Ttl Taxable | Total Land | Total Bldg | Total Asmt |
|------|----------|----------|-------------|------------|------------|------------|
| 2020 | \$62,700 | \$97,300 | \$160,000   | \$62,700   | \$97,300   | \$160,000  |
| 2019 | \$62,700 | \$97,300 | \$160,000   | \$62,700   | \$97,300   | \$160,000  |
| 2018 | \$62,700 | \$97,300 | \$160,000   | \$62,700   | \$97,300   | \$160,000  |
| 2017 |          |          | \$160,000   |            |            | \$160,000  |
| 2016 |          |          | \$160,000   |            |            | \$160,000  |
| 2015 |          |          | \$160,000   |            |            | \$160,000  |
| 2014 |          |          | \$160,000   |            |            | \$160,000  |
| 2013 |          |          | \$160,000   |            |            | \$160,000  |
| 2012 |          |          | \$160,000   |            |            | \$160,000  |
| 2011 |          |          | \$160,000   |            |            | \$160,000  |
| 2010 |          |          | \$160,000   |            |            | \$160,000  |
| 2009 |          |          | \$160,000   |            |            | \$160,000  |
| 2008 |          |          | \$160,000   |            |            | \$160,000  |
| 2007 |          |          | \$160,000   |            |            | \$160,000  |
| 2006 |          |          | \$160,000   |            |            | \$160,000  |
| 2005 |          |          | \$160,000   |            |            | \$160,000  |
| 2004 |          |          | \$160,000   |            |            | \$160,000  |
| 2003 |          |          | \$160,000   |            |            | \$160,000  |

## Sale &amp; Mortgage

Record Date: 03/03/2015 Book: 5609  
 Settle Date: 02/23/2015 Page: 2234  
 Sales Amt: \$277,500 Doc Num: 10741  
 Sale Remarks:  
 Owner Names:William J Heran

Mort Rec Date: 03/03/2015 Lender Name:PNC MTG  
 Mort Date: 02/23/2015 Term: 30  
 Mort Amt: \$268,238 Due Date: 03/01/2045  
 Remarks: FHA

Record Date: 07/12/2010 Book: 4770  
 Settle Date: Page: 142  
 Sales Amt: \$210,000 Doc Num:  
 Sale Remarks:  
 Owner Names:Rrd County Line Llc

Record Date: 01/07/1965 Book:

Settle Date: Page:  
 Sales Amt: Doc Num:  
 Sale Remarks:  
 Owner Names: Robert & Virginia Cox

**Flood Report**

Flood Zone in Center of Parcel: X  
 Flood Code Desc: Zone X-An Area That Is Determined To Be Outside The 100- And 500-Year Floodplains.  
 Flood Zone Panel: 42045C.0039F Panel Date: 11/18/2009  
 Special Flood Hazard Area (SFHA): Out  
 Within 250 feet of multiple flood zone: No

**Last Listing**

**1106 County Line Rd, Bryn Mawr, PA 19010      Withdrawn      Multi-Family      \$650,000**

Recent Change: 10/12/2020 : Withdrawn : ACT->WTH

|                     |                |                       |                     |
|---------------------|----------------|-----------------------|---------------------|
| MLS #:              | PADE525342     | Number of Units:      | 2                   |
| Tax ID #:           | 36-05-02982-00 | Above Grade Fin SQFT: | 2,291 / Assessor    |
| Ownership Interest: | Fee Simple     | Price / Sq Ft:        | 283.72              |
| Type:               | Duplex         | Year Built:           | 1921                |
| Waterfront:         | No             | Property Condition:   | Excellent           |
| Garage:             | Yes            | Style:                | Colonial, Victorian |
|                     |                | Cooling:              | Central A/C         |
|                     |                | Basement:             | Yes                 |

**Location**

|                 |                                      |                  |                        |
|-----------------|--------------------------------------|------------------|------------------------|
| County:         | Delaware, PA                         | School District: | <u>Radnor Township</u> |
| MLS Area:       | Radnor Twp - Delaware County (10436) |                  |                        |
| Subdiv / Neigh: | BRYN MAWR PL                         |                  |                        |

**Taxes and Assessment**

|                        |                  |                        |                  |
|------------------------|------------------|------------------------|------------------|
| Tax Annual Amt / Year: | \$5,566 / 2019   | Tax Assessed Value:    | \$160,000 / 2020 |
| School Tax:            | \$3,987          | Imprv. Assessed Value: | \$97,300         |
| County Tax:            | \$874 / Annually | Land Assessed Value:   | \$62,700         |
| City/Town Tax:         | \$705 / Annually | Land Use Code:         | R-20             |
| Clean Green Assess:    | No               | Block/Lot:             | 012-000          |
| Zoning:                | R-20             |                        |                  |

**Units Information**

|                      |   |               |   |
|----------------------|---|---------------|---|
| Single Room Units:   | 0 | Vacant Units: | 2 |
| One Bedroom Units:   | 1 |               |   |
| Two Bedroom Units:   | 0 |               |   |
| Three Bedroom Units: | 1 |               |   |

**Unit 1:**

|               |   |                |                    |     |
|---------------|---|----------------|--------------------|-----|
| Bedrooms:     | 1 | Rooms:         | Bathrooms:         | 1/1 |
| Level:        |   | Finished SqFt: | Contiguous Space:  |     |
| Occupied:     |   | Lease Type:    | Lease Exp:         |     |
| Monthly Rent: |   | Security Dep:  | Projected Mo Rent: |     |
| Features:     |   |                |                    |     |

**Unit 2:**

|               |   |                |                    |   |
|---------------|---|----------------|--------------------|---|
| Bedrooms:     | 3 | Rooms:         | Bathrooms:         | 1 |
| Level:        |   | Finished SqFt: | Contiguous Space:  |   |
| Occupied:     |   | Lease Type:    | Lease Exp:         |   |
| Monthly Rent: |   | Security Dep:  | Projected Mo Rent: |   |
| Features:     |   |                |                    |   |

**Building Info**

|                       |                  |                         |                |
|-----------------------|------------------|-------------------------|----------------|
| Structure Type:       | Detached         | Construction Materials: | Brick          |
| Building Units Total: | 2                | Flooring Type:          | Wood           |
| Above Grade Fin SQFT: | 2,291 / Assessor | Roof:                   | Shingle, Slate |

Name: **WILLIAM HERAN**  
 Account Number: **24621-32058**  
 Phone Number: **215-834-7979**  
 Service Address: **Fl 1st, 1106 County Line Rd, Bryn Mawr**

**Emergency and Repair**

**800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

**Billing Summary**

Bill Date **03/05/2021**  
 Thank you for your payment of \$435.12 on 02/26/2021

**Current Period Charges**

|                                       |                 |
|---------------------------------------|-----------------|
| Electric                              | \$151.0         |
| Gas                                   | \$286.4         |
| <b>Total New Charges</b>              | <b>\$437.5</b>  |
| <b>Total Amount Due on 03/29/2021</b> | <b>\$437.51</b> |

**General Information**

Next scheduled meter reading: 04/05/2021

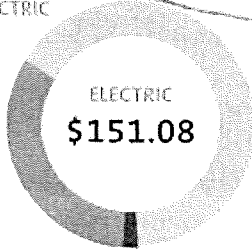
**1-800-494-4000**

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

[peco.com/service](http://peco.com/service)

Customer Self Service - Manage Your Account 24/7  
 Start, stop and move your service

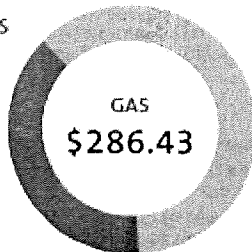
PECO ELECTRIC DELIVERY



TAXES & FEES

ELECTRIC SUPPLY  
**NRG Retail Solutions**  
 P.O. Box 38781  
 Philadelphia PA 19104  
 855-500-8703

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY  
**NRG Home**  
 3711 Market St.  
 Suite 1000  
 Philadelphia PA 19104  
 855-500-8703

Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
 2301 Market Street  
 Philadelphia, PA 19103-1380

**Pay Today!**

[peco.com/ebill](http://peco.com/ebill)

Go paperless: receive and pay your bill online.

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

**Account # 24621-32058**

**877-432-9384**

Pay by phone, a convenience fee will apply.

**Automatic Payment Deducted on**  
**03/29/2021**

**\$437.51**

**Payment Amount** \$

0019241 01 AV 0 395 \*\*AUTO 19 0 8746 19010-150408 -C01-81-P19260-123 567



WILLIAM HERAN  
 1106 COUNTY LINE RD FL 1  
 BRYN MAWR, PA 19010-1504



PECO - Payment Processing  
 PO Box 37629  
 Philadelphia, PA 19101-0629

246213205801004375110880437516

Name: **WILLIAM HERAN**  
 Account Number: **18432-33019**  
 Phone Number: **215-834-7979**  
 Service Address: **Fl 2nd, 1106 County Line Rd, Bryn Mawr**

**Emergency and Repair**

**800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

**Billing Summary**

Bill Date: **03/05/2021**  
 Thank you for your payment of \$44.71 on 02/26/2021

**Current Period Charges**

|                                       |                |
|---------------------------------------|----------------|
| Electric                              | \$24.7         |
| Gas                                   | \$20.2         |
| <b>Total New Charges</b>              | <b>\$44.9</b>  |
| <b>Total Amount Due on 03/29/2021</b> | <b>\$44.97</b> |

**General Information**

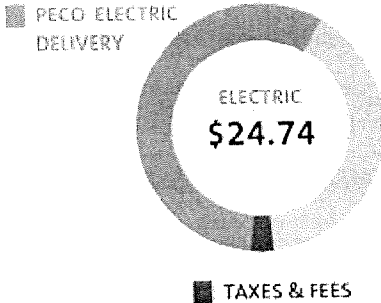
Next scheduled meter reading: 04/05/2021

**1-800-494-4000**

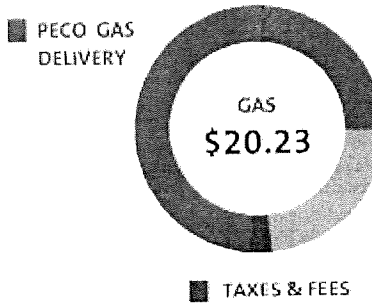
If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

[peco.com/service](http://peco.com/service)

**Customer Self Service - Manage Your Account 24/7**  
 Start, stop and move your service



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 Philadelphia PA 19104  
 855-500-8703



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Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
 2301 Market Street  
 Philadelphia, PA 19103-1380

**Pay Today!**

[peco.com/ebill](http://peco.com/ebill)

Go paperless: receive and pay your bill online.

0019228 01 AV 0395 \*\*AUTO T9 0 8746 19010-150406 -C01 B1 P19247-123 567



WILLIAM HERAN  
 1106 COUNTY LINE RD FL 1  
 BRYN MAWR, PA 19010-1504

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

**Account # 18432-33019**

**877-432-9384**

Pay by phone, a convenience fee will apply.

**Automatic Payment Deducted on 03/29/2021 \$44.97**

**Payment Amount \$**



PECO - Payment Processing  
 PO Box 37629  
 Philadelphia, PA 19101-0629

1843233019010004497108&0044976

Prepared by and Return to:

Professional Land Transfer, L.P.  
61 S. Morton Avenue  
Morton, PA 19070  
610-544-9606

File No. 24365

UPI # 36-05-02982-00

RD BK05609-2234

DT-DEED

2015010741 03/03/2015 09:05:11 AM:2

RCD FEE: \$96.50 POL SUB TAX: \$4,162.50 ST TAX: \$2,775.00



DELAWARE  
COUNTY

36-RADNOR \$4,162.50

THOMAS J. JUDGE SR. ROD

**This Indenture**, made the 23rd day of February, 2015,

**Between**

**RRD COUNTY LINE, LLC**

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

**WILLIAM J. HERAN**

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

**Witnesseth**, that the said Grantor for and in consideration of the sum of **Two Hundred Seventy Seven Thousand Five Hundred Dollars 00/100 (\$277,500.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in Radnor Township, County of Delaware, Commonwealth of Pennsylvania, being Lot No. 6 on Plan of Lots belonging to Charles Sim and as laid out by Samuel N. Garrigues, C.E., February 1<sup>st</sup>., 1896 and bounded and described as follows:

BEGINNING at a point in the middle of the County Line Road 77.57 feet Southeast from a spike placed at the intersection of the middle lines of Petrie Avenue and the said County Line Road; thence along the middle of said County Line Road on a line dividing the Counties of Montgomery and Delaware, South 23 degrees and 19 minutes East 62.57 feet to a point a corner of Lot No. 5; thence by said Lot No. 5 South 66 degrees and 41 minutes West, 120 feet to a point in line of Lot No. 4 ½; thence partly by said Lot No. 4 ½ and partly by Lot No. 7 ½, North 23 degrees and 19 minutes West 62.57 feet to a point a corner of Lot No. 7; thence by said Lot No. 7, North 66 degrees and 41 minutes East 120 feet to the place of beginning.

BEING known as 1106 County Line Road.

BEING the same premises which R. Robert Cox and Virginia M. Cox, by Deed dated June 29, 2010, and recorded July 12, 2010, in the Recorder of Deeds Office of Delaware County in Record Book 4770, Page 142, granted and conveyed unto RRD County Line, LLC, in fee.

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

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns, forever.

And the said Grantor, for itself, its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against it, the said Grantor, and its successors and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary. Dated the day and year first above written.



RRD COUNTY LINE, LLC


By: \_\_\_\_\_

  
RICHARD J. LYONS,  
MANAGING MEMBER

Commonwealth of Pennsylvania }  
County of Delaware } ss

AND NOW, this 23rd day of February, 2015, before me, the undersigned Notary Public, appeared **RICHARD J. LYONS**, who acknowledged himself to be the **MANAGING MEMBER** of **RRD COUNTY LINE LLC.**, a limited liability company, and he, as such **MANAGING MEMBER** being authorized to do so, executed the foregoing instrument for the purposes therein contained.

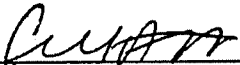
IN WITNESS WHEREOF, I hereunder set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My commission expires 8-18-17

The precise residence and the complete post office address of the above-named Grantee is:  
**1106 COUNTY LINE ROAD  
BRYN MAWR, PA. 19010**

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Evelyn A. Stilwell, Notary Public  
East Goshen Township, Chester County  
My commission expires August 18, 2017

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Evelyn A. Stilwell, Notary Public  
East Goshen Township, Chester County  
My Commission Expires August 18, 2017

  
\_\_\_\_\_  
On behalf of the Grantee

# Deed

UPI # 36-05-02982-00

RRD COUNTY LINE LLC.

TO

WILLIAM J. HERAN

Professional Land Transfer, L.P.

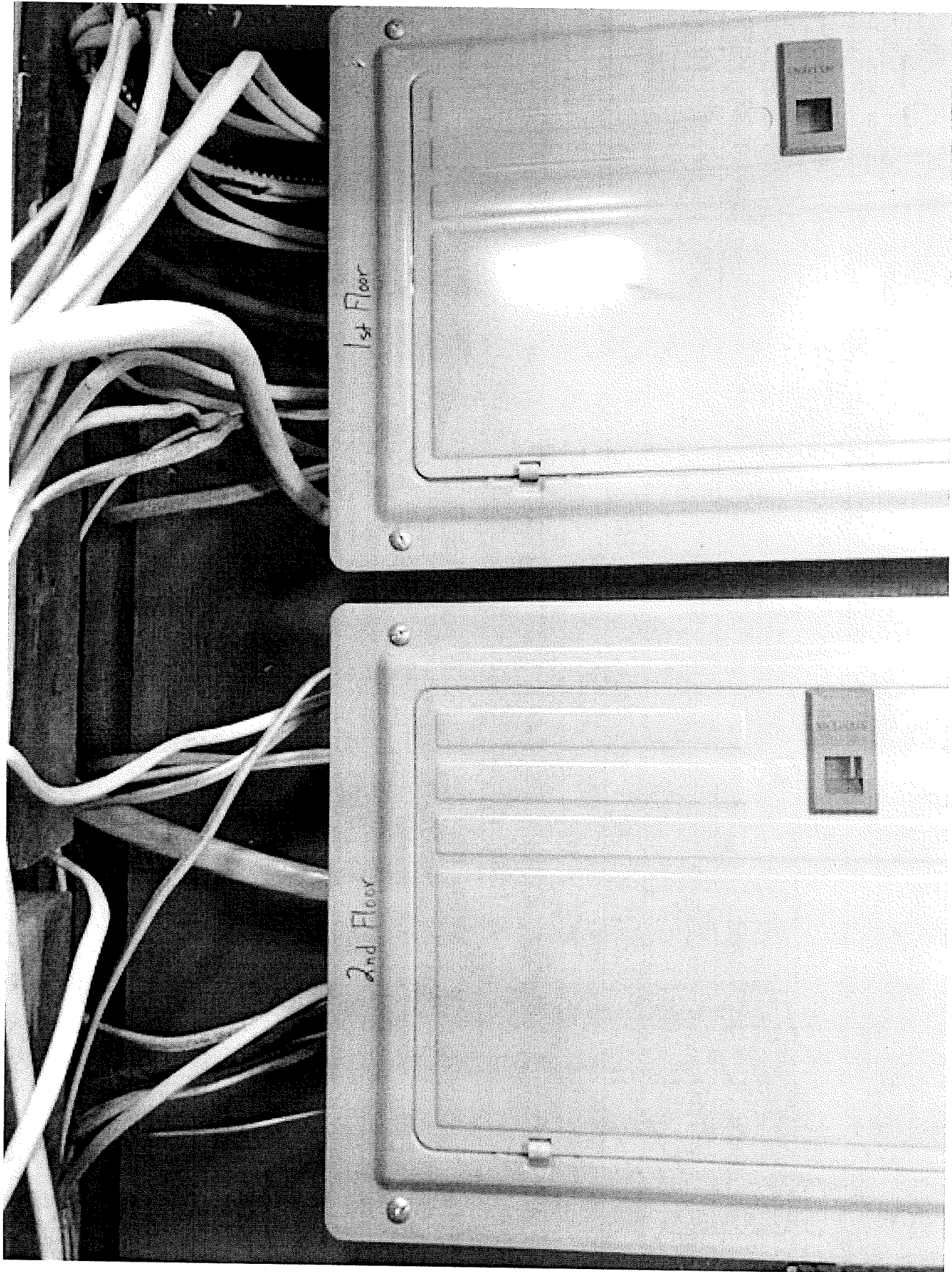
61 S. Morton Avenue

Morton, PA 19070

Phone 610-544-9606 Fax 610-544-9635







**RESOLUTION 2021-49**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP MANAGER TO ENGAGE PFM TO PROVIDE FINANCIAL ADVISORY SERVICES FOR THE TOWNSHIP'S DEBT ISSUANCE FOR THE FINANCING OF STORMWATER PROJECTS**

*WHEREAS*, the GFOA best practices recommend the hiring of a Financial Advisor (FA) to insure the best interests of the Township are being met with regards to bond financing; and

*WHEREAS*, the Administration has previously worked with PFM relying on their guidance and expertise for maximizing savings related to new money bond issuances and bond refunding transactions for the Township; and

*WHEREAS*, PFM most recently served in a financial advisory role in the 2021 bond refunding as well as the 2020 and 2020A bond transactions from last year to the satisfaction of the Administration and the benefit of the taxpayers; and

*WHEREAS*, the Township is considering issuing an RFP for the issuance of debt to finance the stormwater projects as outlined over the next three years, necessitating the need of a financial advisor for the analysis and transaction.

*NOW, THEREFORE*, it is hereby *RESOLVED* by the Radnor Township Board of Commissioners appoints PFM to serve as the Financial Advisor for the proposed debt financing of stormwater projects at a price not to exceed \$12,000, with all costs being capitalized.

*SO RESOLVED*, this 26<sup>th</sup> day of April, A.D., 2021

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
Name: William M. White  
Title: Township Manager / Secretary

# Radnor Township



## PROPOSED LEGISLATION

**DATE:** April 26, 2021

**TO:** Board of Commissioners

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

**LEGISLATION:** Resolution 2021-49 authorizing the Township to engage PFM as Financial Advisor relating to the Township's proposed upcoming borrowing for the financing of the Stormwater projects as reported.

**PURPOSE AND EXPLANATION:** The Government Finance Officers Association (GFOA) has developed a series of best practices on the issuance of debt. Specific to this topic, GFOA's recommendation is that regardless of whether a municipality is doing a negotiated or competitive bond sale, or whether they are borrowing through the issuance of a Note, that by hiring a financial advisor to provide expertise, we can ensure that the Township's best interests are being met during the transaction.

The intention with the Refunding of the 2014 Series Voted Open Space Bonds is to negotiate the sale with Boenning & Scattergood, the same underwriter that sold the original issue. The value PFM brings to the team is twofold; (a) their expertise in municipal markets and (b) that they will represent Radnor Township's interest on the day of pricing to ensure that Radnor receives the very best prices the market demands on that day, or to recommend that Radnor hold pricing / change approach if needed.

Radnor has engaged PFM in prior financing transactions with excellent success.

**FISCAL IMPACT:** The cost of the engagement is not to exceed \$12,000 for the services required, from issuing the RFP to evaluating the responses and recommending the best option, will be capitalized in the cost of issuance.

**RECOMMENDED ACTION:** The Administration recommends that Board of Commissioners adopt Resolution 2021-49 to engage PFM at the April 26, 2021 meeting.

**RESOLUTION 2021-50**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP ENGAGE COZEN O’CONNER AS BOND COUNSEL FOR THE TOWNSHIP’S DEBT ISSUANCE FOR THE FINANCING OF STORMWATER PROJECTS**

**WHEREAS**, the Board of Commissioners appointed Cozen O’Conner as Bond Counsel for Radnor Township with the adoption of Resolution 2010-42; and

**WHEREAS**, Resolution 2010-42 recognized that the Township will continue to have on-going responsibilities associated with the various debt obligations that are currently outstanding or will be issued in the future and will need to insure that it has proper legal representation to prepare, assist and review all documents relative to those obligations; and

**WHEREAS**, the Township will be issuing an RFP to secure debt financing in the form of a Note for stormwater projects and needs to ensure that it has necessary legal representation to prepare and review all documents relative to the proceedings.

**NOW, THEREFORE**, it is hereby **RESOLVED** by the Radnor Township Board of Commissioners authorize the Administration to utilize the services of Cozen O’Conner for the debt issuance for financing stormwater projects at a fee not to exceed \$29,000, to be capitalized.

**SO RESOLVED**, this 26<sup>th</sup> day of April, A.D., 2021

RADNOR TOWNSHIP

By: \_\_\_\_\_

Name: Jack Larkin

Title: President

ATTEST: \_\_\_\_\_

Name: William M. White

Title: Township Manager / Secretary

# Radnor Township

## PROPOSED LEGISLATION



**DATE:** April 26, 2021  
**TO:** Board of Commissioners  
**FROM:** Robert V. Tate, Jr, Director of Finance

*Robert V. Tate, Jr.*

**LEGISLATION:** Authorizing the Township to proceed with Cozen O'Conner as Bond Counsel for the proposed debt issuance for the financing of stormwater projects as proposed.

**LEGISLATIVE HISTORY:** The Board of Commissioners appointed Cozen O'Conner as Bond Counsel with the adoption of Resolution 2010-42, adopted Monday September 13, 2010. Included in that Resolution was the recognition that future debt issues will arise and will require specialized legal assistance (from Bond Counsel). The Resolution for Monday night recognizes that Cozen O'Conner is the Township's Bond Counsel.

**PURPOSE AND EXPLANATION:** Municipal debt issuance is highly regulated both Federally and by State laws. As such, specialized legal counsel is recommended by both the ICMA and GFOA as best practice to ensure that the Township is properly advised and protected on all legal matters surrounding a debt transaction. Cozen O'Conner has served the Township since 2010 and has done an exemplary job. Suzanne Mayes has been professional, comprehensive and understanding in all matters surrounding these transactions; from dealing with the underwriter, to ensuring Federal Taxation Laws are considered and managed appropriately, to responding to the Board and Public to ensure questions are answered respectfully and thoughtfully.

**FISCAL IMPACT:** The cost of the legal services associated with the debt issuance will not exceed \$29,000 or roughly 0.19% of the total amount being transacted. Similar to other issuance costs, the bond counsel cost will be capitalized into the refunding and paid at closing.

**RECOMMENDED ACTION:** The Administration respectfully recommends that the Board of Commissioners adopt this legislation.

**DELAWARE COUNTY, PENNSYLVANIA  
RADNOR TOWNSHIP**

**ORDINANCE NO. 2021-04**

**AN ORDINANCE OF RADNOR TOWNSHIP  
AMENDING THE RADNOR TOWNSHIP CODE OF  
ORDINANCES CHAPTER 62, PENSIONS AND  
ANNUITIES, ARTICLE II, POLICE PLAN, SECTION  
18, RETIREMENT BENEFITS, BY ADDING  
SUBPART “L” TO SECTION 18, WHICH SUBPART  
RELATES TO THE DEFERRED RETIREMENT  
OPTION PLAN EFFECTIVE AS OF JANUARY 1,  
2020, AND CHANGING THE LETTERING OF THE  
PREVIOUSLY EXISTING SUBPART “L” FROM “L”  
TO “M”**

**WHEREAS**, Radnor Township, Delaware County, Pennsylvania (the “Township”) is governed by the Township’s Home Rule Charter as authorized by the Home Rule Charter and Optional Plans Law found at 53 Pa.C.S.A §2901 *et. seq*;

**WHEREAS**, the Municipal Police Pension Law, Act of May 29, 1956 (P.L. 1804, No. 600) provides that the Township shall maintain a police pension fund or annuity; and

**WHEREAS**, on January 27, 2020, the Township and the Fraternal Order of Police Delaware County Lodge #27 (FOP), acting on behalf of the Police Officers of the Township of Radnor, agreed that Chapter 62-18 of the Radnor Township Code of Ordinances would be amended to include a Deferred Retirement Option Plan (“DROP”).

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Board of Commissioners of Radnor Township, Delaware County, Pennsylvania, and the same is hereby ordained and enacted as follows to wit:

**SECTION I.** Chapter 62, Article II, Section 18, is amended by adding the following subpart:

“L. Deferred Retirement Option Plan (“DROP”) – Effective January 1, 2020, a DROP benefit will be available to Officers who have completed the age and service requirements of Paragraph A of this Section with the following provisions:

- (1) The DROP participation period will be four (4) years.

- (2) Except as provided for in Article 14 of the CBA, there will be no inclusion of the payout for accrued leave time in DROP pension calculations. An Officer participating in DROP will receive a payout for accrued leave time at the time he/she separates from employment.
- (3) Once an Officer enters DROP, his/her pension benefit will not be recalculated.
- (4) As to an Officer who enters DROP, upon separation from employment, the Officer shall receive the retiree medical and life insurance benefits as provided by the CBA at the time the Officer entered DROP.
- (5) Investment returns on an Officer's DROP benefits will be based on the cap of 4.5% and floor of 0.0% as required by Act 44.
- (6) An Officer's election to enter DROP is irrevocable and becomes effective on the later of the date the Officer submits completed documentation as required by the Township or the date to enter DROP selected by the Officer.

**SECTION II.** Chapter 62, Article II, Section 18, is amended by changing the letter of the existing subpart "L" from "L" to "M" and adjusting the sequence of the sub-parts accordingly.

**SECTION III.         SEVERABILITY.**

In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provisions, section, sentence, clause or part of this Ordinance, it being the intent of the Board of Commissioners that the remainder of the Ordinance shall remain in full force and effect.

**SECTION IV.         REPEALER.**

Any ordinance, resolution and/or other regulation of the Township, or any parts of ordinances, resolutions and/or other regulations of the Township, in conflict herewith are hereby repealed. All other provisions of the ordinances, resolutions and/or other regulations of the Township shall remain in full force and effect.

**SECTION V.** This Ordinance shall become effective five (5) days after it is adopted.



**ENACTED AND ORDAINED BY THE TOWNSHIP OF RADNOR, DELAWARE COUNTY,  
PENNSYLVANIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**RADNOR TOWNSHIP  
BOARD OF COMISSIONERS**

By: \_\_\_\_\_

Name: Jack Larkin

Title: President

Attest:

\_\_\_\_\_  
William M. White, Township Secretary

# Reports of Standing Committees

New Business

a. Discussion

of Deputy

Treasurer

Position

Old Business  
a. Earle's Lake  
Update  
(Commissioner  
Borowski)

# Public Participation

Adjournment