

BOARD OF COMMISSIONERS

AGENDA (Amended)

Monday, September 13, 2021 - 6:30 pm

Pledge of Allegiance

1. Public Participation
2. Motion to Confirm Ricky Foster, Jr. as Public Works Director
3. Promotion of Officer Katherine Reardon to the Rank of Sergeant

4. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of Minutes of the Board of Commissioners Meeting of August 16, 2021
- c) HARB 2021-12 – 113 Walnut Avenue – New Construction, Single Family with 2 Car Detached Garage
- d) Resolution #2021-90 - Authorizing the Township to enter into agreement with Tyler Stroyek for Fall 2021 Seasonal Tennis Programming
- e) Resolution 2021-92 – Authorization to Replace the Fuel & Gate Management System at the Public Works Facility at a price not to exceed \$15,000.
- f) Resolution 2021-93 – Authorizing the Purchase of Public Works Capital Vehicles and Equipment - Sanitation Packer \$45,000 (5 year capital lease) , Dump Truck \$37,000 (5 year capital lease), Loader \$45,000 (5 year capital lease), Street Sweeper \$66,444 (5 year capital lease), Clam Bucket \$20,000 (CoStars purchase), Pick Up Truck \$42,500 (CoStars purchase), Skid Steer \$95,000 (CoStars purchase), Walk Behind Mower \$6,000 (CoStars purchase), Blower \$7,000 (CoStars purchase), all as noted in the 2021 Approved Budget.
- g) Resolution 2021-91 – Purchase of the Knox Key Secure 6 System for Radnor Township First Responder Vehicles
- h) Resolution 2021-104 - Authorization for Gannett Fleming, Incorporated to Perform a Culvert Inspection and Assessment, in the Amount of \$31,500, Funded by the Stormwater (04) Fund

5. Committee Reports

- A. Appointment of William Lawlor to CARFAC for an unexpired term ending December 31, 2022
- B. Resolution 2021-97 - 401 E. Lancaster Ave – FINAL: Minor Final Subdivision Plan
- C. ~~Resolution 2021-99 – Concordia (Eagle and Radnor Rd) – Request of Preliminary/Final Land Development Plan~~ *Removed from Agenda 9/10/2021 at Applicant's Request*
- D. ~~Ordinance 2021-09 – (Adoption) – Concordia (Eagle and Radnor Rd) – Zoning Map Amendment (Advertised Public Hearing)~~ *Removed from Agenda 9/10/2021 at Applicant's Request*
- E. Ordinance 2021-07 - **(Introduction)** - Amending Chapter 280 of the Radnor Township Code, Zoning Ordinance, by permitting an increase in building height in the Garrett Hill Neighborhood (GH-N) and Garrett Hill Garrett Avenue (GH-GA) Districts. In addition, outdoor dining would be permitted in the Garrett Hill Conestoga Road (GH-CR) District.
- F. ~~Ordinance 2021-10 – (Introduction) – Providing for the Amendment of Article XXVIII of the Zoning Ordinance of the Township of Radnor; Providing for Definitions; Establishing Certain General and Specific Standards Relating to the Locations, Placement, Construction and Maintenance of Tower Based Wireless Communications Facilities, Non Tower Wireless Communications Facilities, and Small Wireless Communications Facilities; Providing Further for~~

~~the Regulation of Such Facilities within the Public Rights Of Way and Outside the Public Rights Of Way; Providing for the Enforcement of Said Regulations; and Providing for an Effective Date.~~
(Removed 9/13/2021)

- G. Ordinance 2021-11 – **(Introduction)** - Approving the First Amendment to Land Lease Agreement Between the Township of Radnor and Cellco Partnership D/B/A Verizon Wireless
 - H. Resolution 2021-101 - Authorizing the Payment of a Change Order for the Consulting, Design and Construction Services for the Valley Creek Stream Bank Stabilization (at Robinhood Road), to Gannett Fleming, Inc., in the amount of \$42,000
 - I. Resolution 2021-102 - Authorizing Award of the Contract for Permitting, Design, Bidding Documents, and Construction Services for Crosswalk Improvements to the Intersection of South Devon Avenue and Conestoga Road to Gilmore & Associates, Incorporated, in the Amount of \$17,000.
 - J. Resolution 2021-96 – Radnor Township Sponsoring Darby Creek Valley Association Plan for Darby-Cobbs Watershed Plan
 - K. Resolution 2021-103 - Authorizing the Payment of a Change Order for the Consulting, Design and Construction Services for the King of Prussia Road and Eagle Road Intersection ~~Pedestrian and Stormwater Improvements Radnor Trail Extension~~, to Associated Engineering Consultants, Inc., in the amount of \$9,000 *(language update 9/13/2021)*
 - L. Resolution 2021-95 – Authorizing the Execution of a Grant Application to the County of Delaware’s Delco Green Ways Municipal Grant Program in the amount up to \$100,000 (Planning and Design) and \$500,000 (Connect/Trail Development) to be used for the Valley Forge to Heinz Refuge Trail / Radnor Trail Extension Project *(No matching Township funds are required for this Grant)*
 - M. Resolution 2021-82 - Authorizing the Award of the Contract for Design, Engineering and Permitting for the King of Prussia Road SEPTA Bridge Warning System, to Gilmore & Associates, Inc., in the Amount of \$25,500
- 6. Reports of Standing Committees
 - 7. Old Business
 - 8. New Business
 - 9. Public Participation
 - 10. Adjournment

Meeting Notice

There will be a Regular Board of Commissioners meeting held on Monday, September 13, 2021, beginning at 6:30 PM in the Radnorshire Room of the Radnor Township Building, 301 Iven Avenue Wayne, PA 19087.

Public Hearing

~~Ordinance 2021-09— Consideration for possible enactment an ordinance, of which this Notice is a summary, rezoning Delaware County Tax Map Parcel No. 36-02-0097810 from PI— Planned Institutional to R-2 Residence. To be held during the Regular Board of Commissioners Meeting on Monday, September 13, 2021, beginning at 6:30 pm in the Radnorshire Room of the Radnor Township Building, 301 Iven Avenue Wayne, PA 19087.~~ *Removed from Agenda 9/10/2021 at Applicant’s Request*

Public Participation

Motion to Confirm
Ricky Foster, Jr. as
Public Works
Director

Promotion of
Officer
Katherine Reardon
to the Rank of
Sergeant

***RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
September 13, 2021***

The table below summarizes the accounts payable disbursements made since the last public meeting held on August 16, 2021. As approved by the Board, the Administration is now making bi-weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code. Also, please visit the [Open Finance](#) program to view the Township's [Checkbook](#), where all vendor payments are available.

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

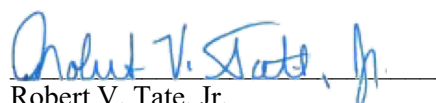
Fund (Fund Number)	2021-8B August 20, 2021	2021-8C August 27, 2021	2021-9A Sept 1, 2021	Total
General Fund (01)	\$349,490.09	376,648.73	\$148,663.75	\$874,802.57
Sewer Fund (02)	1,293,419.51	3,207.03	5,858.21	1,302,484.75
Storm Sewer Management (04)	0.00	0.00	6,340.55	6,340.55
Capital Improvement Fund (05)	4,950.00	6,704.00	40,169.40	51,823.4
Police Pension Fund (07)	7,562.29	0.00	0.00	7,562.29
OPEB Fund (08)	2,912.57	117,593.11	0.00	120,505.68
Escrow Fund (10)	8,003.68	600.00	0.00	8,603.68
Civilian Pension Fund (11)	6,765.84	0.00	0.00	6,765.84
Investigation Fund (12)	178.84	0.00	0.00	178.84
The Willows Fund (23)	78.07	532.32	912.00	1522.39
GOB19 Project Fund (502)	0.00	0.00	382,981.74	382,981.74
<i>Total Accounts Payable Disbursements</i>	\$1,673,360.89	\$505,285.19	\$584,925.65	\$2,763,571.73
<i>Grand Total</i>	\$1,673,360.89	\$505,285.19	\$584,925.65	\$2,763,571.73

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

TOWNSHIP OF RADNOR***Minutes of the Regular Board of Commissioners Meeting of August 16, 2021***

The Radnor Township Board of Commissioners met via Zoom at approximately 6:35 pm

Commissioners Present

*Jack Larkin, President Moira Mulrone, Vice President Lisa Borowski
Cathy Agnew Sean Farhy Richard Booker Jake Abel*

Also Present: *William White, Township Manager, John Rice, Township Solicitor, Robert Tate, Director of Finance, Christopher Flanagan, Chief of Police, Steve Norcini, Township Engineer, Roger Phillips, Engineer, Kevin Kochanski, Director of Community Development, Ricky Foster, Jr., Acting Public Works Director, Peggy Hagan, Executive Assistant to the Township Manager.*

President Larkin announced item 3 F. Ordinance 2021-07 - **(Introduction)** Amending Chapter 280 of the Radnor Township Code, Zoning Ordinance, by permitting an increase in building height in the Garrett Hill Neighborhood (GH-N) and Garrett Hill Garrett Avenue (GH-GA) Districts. In addition, outdoor dining would be permitted in the Garrett Hill Conestoga Road (GH-CR) District was being pulled due to a defect in the agenda and will be addressed at a future meeting.

President Larkin announced that item 3 I. Fenimore Woods Park Discussion and Direction is a pro forma vote and will not require much discussion as it was discussed at a previous meeting.

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

Moment of Silence to honor the recent loss of two Lower Merion Fire Fighters who passed in the line of duty.

President Larkin asked for a Moment of Silence to honor the recent loss of two Lower Merion Fire Fighters who passed in the line of duty.

Notice of Executive Session

President Larkin gave Notice of an Executive Session held prior to the Regular Board of Commissioners Meeting of August 16, 2021, to discuss Legal, Personnel, and Property Matters.

1. Public Participation

Sara Pilling – She spoke on Climate Change asked the Township and Residents to think about what they can do.

Cameron Azarano – She thanked the Board for listening to Friends of Fenimore voices and asked the Board to review their list of nine items.

Gretchen Groebel – On behalf of herself and the Radnor Conservancy, she spoke on Fenimore Woods and urged the Board to save the existing tree canopy, save the historic structure, budget for maintenance of plantings and buildings, and to work with Friends of Fenimore Woods Coalition. She also urged the Board to consider hiring a park manager, land manager, ecologist.

Dave Lorine – Resident of Morris Road – He spoke in favor of item 3 H.

Dr. Rob Dovidio - 12 Clover Lane – He spoke on the potential rezoning of Clover Lane, dismayed to learn of plans to put a 3-story home at 10 Clover Lane. Not against development but is against development without concern for aesthetics of the neighborhood.

John Church – 24 Clover Lane - He spoke on keeping the aesthetics of Clover Lane and shared a photo of Clover Lane.

Roberta Winters – She thanked the Commissioners for their hard work and said that Zoning changes should not be contemplated with an outdated Comprehensive Plan, the changes should not be made piece by piece.

Don Lewis - Highland Ave – Supports Commissioner Abel’s efforts for Odorisio Park and the West Wayne Cemetery.

Resident of 16 Clover Lane – spoke on Clover Lane and the aesthetics of the neighborhood.

Nora Johnson – Spoke on Clover Lane and supports a Zoning Amendment to prevent what is happening on Clover Lane.

2. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioners Meeting of July 12, 2021
- c) Chief’s Monthly Report
- d) Final Staff Traffic Committee Meeting Minutes July 21, 2021
- e) HARB 2021-15 - 111 Walnut Avenue, Wayne - Demo existing garage and rebuild on existing foundation on exact same footprint.
- f) HARB 2021-16 - 130 Poplar Avenue, Wayne - Addition of larger kitchen on the rear of home using the Existing footprint.
- g) HARB 2021-17 - 484 Woodland Avenue, Wayne – Garage and laundry room addition on rear portion of the house (West side)
- ~~h) Resolution 2021-85 – Authorizing an Electronics Recycling and Paper Shredding Event hosted by Radnor Township at an estimated cost of \$11,375 to be held on October 2, 2021, at the Radnor Township Municipal Building~~
- ~~i) Motion to Authorize the Township Administration to Seek Proposals from Qualified Certified Public Accounting Firms to Perform the Township’s Annual Audit for the Years 2021, 2022 and 2023~~
- j) Resolution 2021-81 - Award of bid for Road De-Icing Salt for the 2020-21 Winter Season to Eastern Salt Company, Incorporated at a Cost of \$63.60 Per Ton
- ~~k) Resolution 2021-86 – Authorizing the engagement of Part-Time Third-Party Uniform Construction Code (UCC) Services by Barry Isett & Associates, Inc.~~

Commissioner Larkin asked if any Commissioner(s) wanted to pull any item(s) from the Consent Agenda.

Commissioner Booker asked for items I and K and Commissioner Abel asked for item H, to be removed from the Consent Agenda.

h) Resolution 2021- 85 - Authorizing an Electronics Recycling and Paper Shredding Event

hosted by Radnor Township at an estimated cost of \$11,375 to be held on October 2, 2021, at the Radnor Township Municipal Building

President Larkin moved to approve Resolution 2021-85, seconded by Commissioner Mulroney.

Bill White, Township Manager, noted that this is an annual event and that the event would not be held at the Township Building, another location will be determined. There was discussion among the Commissioners and Staff.

President Larkin called the vote, the motion passed 4-3 with Commissioners Booker, Abel, and Agnew against.

i) Motion to Authorize the Township Administration to Seek Proposals from Qualified Certified Public Accounting Firms to Perform the Township's Annual Audit for the Years 2021, 2022 and 2023

President Larkin moved to Authorize the Township Administration to seek proposals from qualified Public Accounting Firms to perform the Township's Annual Audit for the Years 2021, 2022 and 2023, seconded by Commissioner Mulroney.

Commissioner Booker asked if there was any dissatisfaction with the current Auditor. Bob Tate, Director of Finance, noted that this is the end of the three-year contract and must be put out to bid and the RFT would be put out publicly in the next week.

President Larkin called the voted, the motion passed 7-0.

k) Resolution 2021-86 – Authorizing the engagement of Part-Time Third-Party Uniform Construction Code (UCC) Services by Barry Isett & Associates, Inc.

President Larkin moved to approve Resolution 2021-86, seconded by Commissioner Mulroney.

Kevin Kochanski noted it is the end of the three-year contract and it must be put out to bid. There was discussion among Commissioners and Staff.

President Larkin called the vote, the motion passed 7-0.

President Larkin moved to approve the balance of the Consent Agenda, items a) to g) and item j), seconded by Commissioner Mulroney. The motion passed 7-0.

3. Committee Reports

A. 608 W. Wayne Ave – Waiver of §245-22 of the Stormwater Management Ordinance

Steve Norcini, Township Engineer, spoke on the applicant reducing the driveway and keeping the basin the same size. There was discussion among Commissioners, Applicant, and Staff.

President Larkin called the vote, the request for waiver was granted with a vote of 5 to 2 with Commissioners Farhy and Abel against.

B. 401 E. Lancaster Ave -CAUCUS: Minor Final Subdivision Plan

Steve Norcini introduced the plan and noted this is a simple lot line change and is a matter of housekeeping. There was discussion among Commissioners, Applicant, and Staff.

C. 250 KOP Road – CAUCUS: Preliminary/Final Land Development Plan

Steve Norcini spoke on the project. George Broseman, Applicant's representative introduced the project. Joe Trainer presented the plan for a parking structure in the rear of the property. Matt Hammond spoke on the traffic considerations for project. There was discussion among Commissioners, Applicant, and Staff

D. Concordia (Eagle and Radnor Rd) – CAUCUS: Preliminary/Final Land Development Plan

Dave Falcone, Applicant Representative, and Rob Lamber, Applicant's Engineer presented the plan. There was discussion among the Commissioners, Applicant, and Staff.

E. Consideration to forward the petition from TBH Radnor LLC, (Toll Brothers) Amending Chapter 280 of the Radnor Township Code, Zoning Ordinance, by establishing regulations to permit hotel rooftop dining and outdoor dining as part of a hotel use within the PLO – Planned Laboratory Office District to the Township Planning Commission, and/or other Township Boards, Commissions, and Committees for review and comment. Staff further requests that the Board of Commissioners consider an amendment to this petition to permit Hotel Rooftop Dining in all zoning districts that permit hotels, PB – Planned Business, C-2 General Commercial District, and C-3 Service Commercial District; and to permit rooftop dining for non-conforming hotels as a Special Exception.

President Larkin moved to forward the petition from TBH Radnor LLC, (Toll Brothers) Amending Chapter 280 of the Radnor Township Zoning Code, Zoning Ordinance, by establishing regulations for permit hotel rooftop dining and outdoor dining as part of a hotel use within the PLO – Planned Laboratory Office District to the Township Planning Commission, and/or other Township Boards, Commissions, and Committees for review and comment, seconded by Commissioner Mulroney.

Alyson Zarro of TBH Radnor, LLC (Toll Brothers) spoke on the proposed hotel on the Penn Medicine Property and the request to add roof top dining and outdoor dining to the hotel. There as discussion among Commissioners, Applicant, and Staff regarding the proposed hotel and the other Township businesses that would be affected by the Zoning Amendment.

President Larkin moved to amend the petition with the recommendation from Staff to consider amending the petition to permit Hotel Rooftop Dining in all zoning districts that permit hotels, PB-Planned Business, C-2 General Commercial District, and C-3 Service Commercial District; and to permit rooftop dining for non-conforming hotels as a Special Exception, seconded by Commissioner Mulroney. The motion passed 7-0.

President Larkin called the vote, the amended motion passed 7-0.

~~F. Ordinance 2021-07 – (Introduction) Amending Chapter 280 of the Radnor Township Code, Zoning Ordinance, by permitting an increase in building height in the Garrett Hill Neighborhood (GH-N) and Garrett Hill Garrett Avenue (GH-GA) Districts. In~~

~~addition, outdoor dining would be permitted in the Garrett Hill Conestoga Road (GH-CR) District.~~

This item as pulled from the Agenda at the beginning of the meeting.

G. Consideration of Music is Love Foundation’s Request for \$75,000 for the 2021 Wayne Music Festival Amended 8/16/21

Ken Kearns spoke on behalf of the Music is Love Foundation’s request for \$75,000 for the Wayne Music Festival and the lack of sponsorship for this year’s event.

There was discussion among Commissioners, Staff, and Mr. Kearns on the request for \$75,000 for the Wayne Music Festival and the ability to repay the Township if money was given as a backstop and the additional in-kind donations from the Township that are given each year.

President Larkin moved to approve the request; the motion failed for lack of majority.

H. Motion to Authorize the Township Solicitor and Staff to develop zoning overlay options for the South Devon / Morris / Clover area

President Larkin moved to authorize the Township Solicitor and Staff to develop zoning overlay options for the South Devon/Morris/Clover area, seconded by Commissioner Abel.

Kevin Kochanski spoke on the request for authorization for the Township Solicitor and Staff to develop zoning overlay option for the South Devon/Morris/Clover area.

Commissioner Able asked the Board of Commissioners to approve the request for the Residents.

There was discussion among Commissioners, Staff, and the Township Solicitor.

John Rice, Township Solicitor, said the neighbors can put Façade Easements on their property, this would be done by the Residents, not the Township. Mr. Rice offered to work with the homeowners on Façade Easements.

Public Comment –

Ryan Rose of 364 Morris Road – He would rather see a HARB designation for Clover Lane instead of a Zoning Overlay.

Resident – He spoke on HARB designation across from a park

John Church – He thanked the Board of Commissioners and Staff for listening to the Residents and offering a possible path to a solution.

Dr. Rob Dovidio - He would like to make sure the Residents get notified of future variances for development projects.

Sarah Pugh of 362 Morris Road - She asked what are the next steps to developing an overlay.

President Larkin noted that Staff would work together on language and meet with homeowners, the draft would come back to the Board of Commissioners, who would send to the Planning Commission and then be returned to the Board of Commissioners for approval.

John Rice said that he, along with Kevin

Kochanski will look into Façade Easements and

the option to amend the HARB Ordinance to inventory the homes, they will get information out to the Residents.

President Larkin moved to amend the request to have staff develop options, seconded by Commissioner Agnew. The motion passed 6-1 with Commissioner Booker against

President Larkin called the vote on the amended motion, seconded by Commissioner Mulroney. The motion passed 5-2 with Commissioners Larkin and Mulroney against.

I. Fenimore Woods Park Discussion and Direction

President Larkin moved to proceed with the direction to send the Fenimore Woods Project back the Parks and Recreation Board and other interested Citizen Groups to discuss new proposals for that area., seconded by Commissioner Agnew.

There was discussion among Commissioners.

Public Comment -

Marla Neeson of Windermere Avenue - She spoke on the Fenimore Woods Project. No need to scrap the plan but modify the plan.

President Larkin called the vote, the motion passed 7-0

J. Resolution 2021-83 – Award of the 2021 Superpave Resurfacing Project to Allan Myers in the Amount of \$1,189,726.65

President Larkin moved to approve Resolution 2021-83, seconded by Commissioner Booker.

Steve Norcini, Township Engineer spoke on the resurfacing project and noted there was only one bidder. There was discussion among Commissioners and Staff.

President Larkin called the vote, the motion passed 7-0.

K. Resolution 2021-74 – Approving the Five-Year Capital lease Agreement with Meridian Rapid Defense Group under the General Services Administration’s Cooperative Purchasing Program for the Financing of a Vehicle Barrier System with Hydraulic Trailer with an annual payment of \$17,280.18 for five years.

President Larkin moved to approve Resolution 2021-74, seconded by Commissioner Mulroney.

Commissioner Larkin called the vote, the motion passed 4-3 with Commissioners Booker, Mulroney, and Abel against.

L. Resolution 2021-88 – Authorizing the Execution of a Grant Application to the Pennsylvania Department of Community and Economic Development Keystone Communities Program in the amount of \$25,000 and Township matching funds up to \$25,000 to be used for the development of a Radnor Township Business District Strategic Plan.

President Larkin moved to approve Resolution 2021-88, seconded by Commissioner Agnew.

Bob Tate, Director of Finance, spoke on the grant and timeline to submit a grant for a business

planner and noted this is a collaborative effort with Staff and Villanova University.

There was discussion among Commissioners and Staff.

President Larkin called the vote, the motion passed 5-2 with Commissioners Booker and Farhy against.

M. Resolution #2021-89 – Amending Resolution 2021-24 Engaging Cohen Law Firm to assist the Township in a review of local ordinances as they pertain to cellular coverage, facility installation, location, maintenance, and other recommendations as needed by adjusting the estimated cost to \$16,500 due to added meetings with Planning Commission and Citizens Communication Council.

Bill White, Township Manager, spoke on the Resolution and the need to adjust the estimated cost due to added meetings with the Planning Commission and Citizens Communication Council.

President Larkin called the vote. The Resolution passed 6-1 with Commissioner Booker against.

N. Resolution 2021-87 – Board Acceptance of the 2020 Audited Financial Statements

President Larkin moved to approve Resolution 2021-87, seconded by Commissioner Mulroney.

There was discussion among Commissioners and Staff. President Larkin called the vote, the motion passed 7-0.

O. 2022 Budget Calendar Review and Adoption

President Larkin took items O and P together.

Bill White, Township Manager asked is the Board of Commissioners would like to organize the meeting scheduling offline.

President Larkin called the vote, the vote passed 6-1 with Commissioner Booker against.

P. 2022 Budget Initial Projection Presentation Highlights (full presentation to be published online Friday, August 13 to the Board and Public)

4. Reports of Standing Committees

Commissioner Farhy spoke on the loss of John Ryan, former Zoning Hearing Board Solicitor.

President Larkin spoke on the need to schedule a Zoning Ordinance Amendment for Concordia. John Rice, Township Solicitor said the meeting needs to be scheduled and advertised. The meeting will be held on September 13, 2021.

5. New Business

None

6. Old Business

None

a) 2021 Leaf Collection Discussion

Ricky Foster, Acting Public Works Director, presented the proposal for the 2021 Leaf Collection Program.

The proposal is to collect leaves twice in each District, increase manpower and man hours, mark inlets in flood prone areas with 48” reflective driveway markers, sweep streets after each collection, request Resident compliance, allow leaf drop off for Residents and provide better communication.

There was discussion among Commissioners and Staff.

President Larkin moved to allow the Public Works Department to move forward with the Program, seconded by Commissioner Borowski.

Items of concern, making sure a communication plan is in place, educating Residents on the program and compliance, provide the Board with information to send to their Constituents

Commissioner Larkin called the vote, the motion passed 7-0.

- b) Spotted Lantern Fly Spraying – Motion to approve recommendations from the Board of Health to avoid broad based spraying of Bifenthrin for SLF in Radnor Township, encourage local measures by homeowners to manage damage to specific ornamental plants, and consider Township level efforts to diminish habitat favorable to the spread of SLF, specifically removal of Ailanthus (Tree of Heaven), an invasive, undesirable plant species imported from Asia that is known to be the natural habitat of the SLF, and is commonly seen on roadsides and in untended acreage.

Radnor Township is not on the State spraying list, Staff will monitor spraying list.

Public Comment

Sara Pilling – She said you do not want the use of Bifenthrin.

President Larkin called the vote to approve recommendations from the Board of Health to avoid broad based spraying of Bifenthrin for SLF in Radnor Township, encourage local measures by homeowners to manage damage to specific ornamental plants, and consider Township level efforts to diminish habitat favorable to the spread of SLF, specifically removal of Ailanthus (Tree of Heaven), an invasive, undesirable plant species imported from Asia that is known to be

the natural habitat of the SLF, and is commonly seen on roadsides and in untended acreage.

The vote passed 6-1 with Commissioner Booker against.

7. Public Participation

None

9. Adjournment of Regular Meeting

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

Respectfully submitted.

Peggy Hagan

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board



NAME OF OWNER: FOXLANE HOMES AT WALNUT AVE LLC
OWNER ADDRESS: 1243 EASTON RD STE 205
ADDRESS OF PROPERTY: 113 WALNUT AVE
APPLICATION NUMBER: HARB 2021-12

Subject to the conditions below the above owner, having complied with the Radnor Township Historical and Architectural Review Board (HARB) process, is hereby granted this permit for the

New Construction single family detached dwelling with 2-car detached garage

at the address specified and may proceed with the building permit process. If not completed within one year of the date hereof, this permit is void and new application must be made. This Approval is subject to the Applicant applying for and receiving all necessary permits and approvals; and complying with all applicable Municipal regulations. Owner specifically gives the building inspector or designated official the right to inspect the work during progress and at completion.

NOTES AND/OR CONDITIONS OF APPROVAL:

ISSUED: 09/13/2021

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

**RESOLUTION NO. 2021-90
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN
AGREEMENT WITH TYLER STROYEK/TENNISWITHTYLER FOR FALL
2021 TENNIS PROGRAMMING.**

WHEREAS, the Radnor Township Parks & Recreation Department offers various programming to improve the quality of life throughout the year; and

WHEREAS, in many cases, the Township contracts with outside organizations who then run the program; and

WHEREAS, the Home Rule Charter Chapter 7.11(D) requires that any contract in excess of \$7,500 be formally approved by the Board of Commissioners; and

WHEREAS, the Township anticipates that the fall 2021 tennis programming will result in total contractual payments to Tyler Stroyek/TennisWithTyler that will exceed the \$7,500 threshold stipulated by the Home Rule Charter and therefore will require Board approval; and

WHEREAS, the Township collects fee-based revenue from participants that are aligned to cover the full cost of the proposed contract included in this Resolution.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township to enter into an agreement with Tyler Stroyek/TennisWithTyler for his portion of the proceeds of the fall 2021 tennis programming that is estimated to total \$9,500.00 in 2021.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of September, 2021.

RADNOR TOWNSHIP

By:

Name: Jack Larkin

Title: President

ATTEST:

Name: William White

Title: Township Manager/Secretary

Radnor Township



PROPOSED LEGISLATION

DATE: September 3, 2021

TO: Board of Commissioners

FROM: Tammy Cohen, Director of Recreation & Community Programming

A handwritten signature in black ink, appearing to be "TC", located to the right of the "FROM:" line.

LEGISLATION: Resolution 2021-90 authorizing the Township to enter into an agreement with Tyler Stroyek/TennisWithTyler for Fall 2021 Tennis Programming.

LEGISLATIVE HISTORY: This is a one-time resolution that is specific to the fall tennis programming in 2021. Since the program enrollment for the fall tennis programming is anticipated to be high enough to cause Tyler Stroyek's (TennisWithTyler) total portion of the proceeds for 2021 to exceed \$7,500, the Charter requires that the Board formally approves the agreement.

PURPOSE AND EXPLANATION: The Recreation & Community Programming Department would like to work with Tyler Stroyek/TennisWithTyler to offer seasonal tennis programming in the fall 2021. It is anticipated that the enrollment for the seasonal tennis programming will be high enough to cause Tyler Stroyek's (TennisWithTyler) total portion of the proceeds to exceed \$7,500 for 2021. The purpose for the resolution is to satisfy the Charter requirement that any contract that exceeds \$7,500 must be formally approved by the Board of Commissioners.

FISCAL IMPACT: The impact of the fall tennis programming is that it is anticipated that the Township will generate 25% of the total programming sales (plus 100% of the non-resident fees) and that 75% of the total programming sales is contractually owed to Tyler Stroyek/TennisWithTyler and is estimated to be \$9,500.00 in total for 2021 as a result of the fall programming. The Township collects fee-based revenue from program participants that are aligned to cover the full cost of the proposed contract included in this Resolution. The anticipated cost for the fall tennis programming with Tyler Stroyek/TennisWithTyler has been budgeted under the *Recreation Programming – Programs* area of the Township 2021 Budget under *Contractual Services*.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the September 13th, 2021 Board of Commissioner meeting.

RESOLUTION NO. 2021-92

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZATION TO REPLACE THE FUEL & GATE
MANAGEMENT SYSTEM AT THE PUBLIC WORKS FACILITY**

WHEREAS, the Fuel & Management Control System is the control system for the security gate and the fuel pumping system at the Public Works Facility and was installed in 1997 when the facility was constructed

WHEREAS, the current Fuel and Management Control System is obsolete and the manufacturer no longer offers support or maintenance to the system

WHEREAS, the Fuel and Management Control System is an essential part of the Township daily operation

WHEREAS, a quote was provided by TRAXX to supply a new and updated Fuel and Management System in the amount of \$9,114 plus the cost for additional keys of approximately \$700 plus the cost of installation of the system of approximately \$2500

NOW, THEREFORE, be it *RESOLVED* the Board of Commissioners of Radnor Township does hereby authorize the purchase and installation of a new Fuel & Gate Management System for the Public Works Facility at a cost not to exceed \$15,000

SO RESOLVED this 13th day of September, A.D., 2021

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Township Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: September 13, 2021

TO: Radnor Township Board of Commissioners

CC: William M. White, Township Manager/Secretary

FROM: Ricky Foster, Jr., Acting Director of Public Works
Matt Pilotti, Highway, Sewer, and Fleet Supervisor

LEGISLATION: Resolution 2021- 92: Authorization to Replace the Fuel & Gate Management System at the Public Works Facility

LEGISLATIVE HISTORY: There is no history to this resolution.

PURPOSE AND EXPLANATION: The Fuel and Gate Management System is the control system for the security gate as well as the fuel pumping system at the Public Works Facility. The current system was installed in 1997 when the Public Works Facility was constructed and is out of date and obsolete. This system is no longer supported by the manufacturer, and they no longer offer any updates, or maintenance to the system. The current system works off a computer running Windows 95, and there are no parts available. A quote was provided by TRAX to supply a new updated Fluid Secure system to control the gate and the fuel pumps in the sum of \$9,114 plus the cost of additional keys of approximately \$700 as well as installation of \$2,500. Total cost for the Fuel & Gate Management System and installation is a cost not to exceed \$15,000.

FISCAL IMPACT: The cost of this system will be charged to the approved Capital Budget account for Buildings and Grounds Capital Fund 0543000-48203 in the amount not to exceed \$15,000.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners to authorize the replacement of the Fuel & Gate Management System at the Public Works Facility in an amount not to exceed \$15,000.



Eva Chester
FluidSecure
Phone:

Date: 08/03/2021

Bill To: Radnor Township
ATTN: Matt Pilotti
301 Iven Avenue
Wayne, PA 19087

Ship To: Radnor Township
ATTN: Matt Pilotti
301 Iven Avenue
Wayne, PA 19087

P.O. : No P.O.

QTY	DESCRIPTION	PART #	PRICE	TOTAL
3	FluidSecure LINK – installs on pump to control the hose to turn on/off and count quantity dispensed. Interfaces wireless to the Smartphone or HUB\Pedestal Tablet)	8547	\$655.00	\$1965.00
2	FluidSecure LINK Installation Kit - complete mounting kit for LINK to install on pump one hose. Includes Class I Division I hardware	8761	\$280.00	\$560.00
1	FluidSecure HUB Pedestal Package - Housing Heater/Fans 6-Hose Software App Kiosk Software Remote Assistance Software Pedestal/Stand 8" internal diameter	8811	\$1750.00	\$1750.00
1	Proximity Reader for FluidSecure FOBS/Cards for HUB High Frequency	8512	\$450.00	\$450.00
100	Proximity FOB Black for Vehicle and/or Personnel with key chain - High Frequency	8721	\$2.00	\$200.00
	Notes: I am quoting for 100. You can increase or decrease this.			+500 700
3	FluidSecure CLOUD Hosting Support LINK Part's Warranty Per Hoses/month (yearly price shown)	8815	\$480.00	\$1440.00
	Notes: Recurring Annually			
1	CELL PLAN with FluidSecure HUB/Pedestal Hosting - Includes the Tablet Tablet extended warranty and one (1) year cellular data plan kiosk software and remote assistance software	9077	\$500.00	\$500.00
	Notes: Recurring Annually			
1	HUB Shipping & Handling	8810	\$149.00	\$149.00
1	OPTIONAL: Installation is NOT included. It is a very easy installation that can be performed by an electrician or in house maintenance personnel. Trak can assist you with finding a local electrician to do the installation. It takes about 1 1/2 hours per hose and 4 hours for HUB/Pedestal. Price ranges from \$1600 to \$2500 per site. Please note that it is for a one-time visit. Any issues after the initial installation will be billed at \$125 an hour for onsite.	9999	\$2100.00	\$2100.00
			Total:	\$9,114.00

+2,500
700

RESOLUTION NO. 2021-93

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE PURCHASE OF PUBLIC WORKS
CAPITAL VEHICLES AND EQUIPMENT**

WHEREAS, the Radnor Township Public Works Department is seeking to replace 1 Sanitation Trucks, 1 Dump Truck, 1 Loader, 1 Sweeper, 1 Clam Bucket, 1 Pick Up Truck, 1 Skid Steer, 1 Walk Behind Mower, and 1 Blower Attachment

WHEREAS, the Public Works Department is requesting to purchase Capital Vehicles and Equipment, as noted below:

Requested Capital Purchases: Public Works Department Rolling Stock & Equipment						
Public Works Division	Item to be Replaced	Model Year		Item to be Purchased	Cost	Method of Payment
Sanitation	Sanitation Packer #31	2005		Sanitation Packer	\$45,000/year	5 year capital lease
Highway Maintenance	Dump Truck #58	1998		Dump Truck	\$37,000/year	5 year capital lease
Highway Maintenance	Volvo L-70 – (20,000 hrs)	2003		Loader	\$45,000/year	5 year capital lease
Highway Maintenance	Crosswind Sweeper	2007		Street Sweeper	\$66,444/year	5 year capital lease
Highway Maintenance	Tink Clam Bucket	2007		Clam Bucket	\$20,000	CoStars Purchase
Parks Maintenance	Pick Up #75	2010		Pick Up Truck	\$42,500	CoStars Purchase
Parks Maintenance	NH2 LS1805	2001		Skid Steer	\$95,000	CoStars Purchase
Parks Maintenance	Scag Walk Behind Mower	2000		Walk Behind Mower	\$6,000	CoStars Purchase
Parks Maintenance	Blower	1995		Blower	\$7,000	CoStars Purchase

NOW, THEREFORE, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby authorize the purchase of Public Works Capital Vehicles and Equipment, as noted in the 2021 Approved Budget, specifically listed in the table above.

SO RESOLVED this 13th day of September, A.D., 2021

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Township Manager

Radnor Township

PROPOSED LEGISLATION

DATE: September 13, 2021

TO: Radnor Township Board of Commissioners

CC: William White, Township Manager/Secretary
Robert Tate, Finance Director

FROM: Ricky Foster, Jr., Acting Director of Public Works
Matthew Pilotti, Highway, Sewer and Fleet Supervisor

LEGISLATION: Resolution 2021-93: Authorization to Purchase Capital Vehicles and Equipment

LEGISLATIVE HISTORY: By virtue of Ordinance 2020-22, dated December 7, 2020, the Board of Commissioners adopted the “2021 Board Adopted Final Comprehensive Budget”. The Capital Plan, in this case specifically the Public Works Department’s vehicles and equipment, is included in the approved portion of the Capital Budget.

PURPOSE AND EXPLANATION: The Public Works Department is requesting to purchase (1) Sanitation Packer, (1) Dump Truck, (1) Street Sweeper, (1) Loader, (1) Clam Bucket, (1) Pick Up Truck, (1) Skid Steer, (1) Walk Behind Mower, and (1) Blower for Tractor. The breakdown of the Public Works Divisions, cost, and method of purchase are noted in the table below:

2021 Board of Commissioners Comprehensive Budget					
Requested Capital Purchases: Public Works Department Rolling Stock & Equipment					
Public Works Division	Item to be Replaced	Model Year	Item to be Purchased	Cost	Method of Payment
Sanitation	Sanitation Packer #31	2005	Sanitation Packer	\$45,000/year	5 year capital lease
Highway Maintenance	Dump Truck #58	1998	Dump Truck	\$37,000/year	5 year capital lease
Highway Maintenance	Volvo L-70 – (20,000 hrs)	2003	Loader	\$45,000/year	5 year capital lease
Highway Maintenance	Crosswind Sweeper	2007	Street Sweeper	\$66,444/year	5 year capital lease
Highway Maintenance	Tink Clam Bucket	2007	Clam Bucket	\$20,000	CoStars Purchase
Parks Maintenance	Pick Up #75	2010	Pick Up Truck	\$42,500	CoStars Purchase
Parks Maintenance	NH2 LS1805	2001	Skid Steer	\$95,000	CoStars Purchase
Parks Maintenance	Scag Walk Behind Mower	2000	Walk Behind Mower	\$6,000	CoStars Purchase
Parks Maintenance	Blower	1995	Blower	\$7,000	CoStars Purchase

IMPLEMENTATION SCHEDULE: If approved by the Board of Commissioners, the Public Works Department will commence purchasing immediately. The vehicles and equipment being purchased through CoStars will be ordered and delivered in 2021. The vehicles and equipment being purchased with a 5 year

capital lease will be ordered immediately with anticipated delivery between 12 and 18 months.

FISCAL IMPACT: The purchases noted above are charged against the “05” capital accounts.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners authorize the purchase of Public Works Capital Vehicles and Equipment, as noted in the 2021 Capital Budget, specifically listed in the table above.

RESOLUTION NO. 2021-91

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA,
APPROVING THE PURCHASE OF THE KNOX KEY SECURE 6 SYSTEM FOR RADNOR
TOWNSHIP FIRST RESPONDER VEHICLES**

WHEREAS, the Radnor Township Office of Emergency Management is seeking to purchase Knox Key Secure systems which will provide Police, Fire, & EMS with secure and documentable rapid access to Knox Boxes within Radnor Township

WHEREAS, the equipment will provide access during emergency situations reducing response time, injuries to both first responders and community members, and the possible need to damage property which in turn will allow the property to be secured upon completion of the incident.

WHEREAS, the requested equipment will be purchased through the 2021 Capital Budget for \$34,125.

NOW, THEREFORE, be it *RESOLVED* that the Radnor Township Board of Commissioners does hereby approve the purchase of the Knox Key Secure System not to exceed \$34,125.00.

SO RESOLVED, this 13th day of September, 2021.

RADNOR TOWNSHIP

By: _____

Name: Jack Larkin

Title: President

ATTEST: _____

William White, Township Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: 8/24/2021

TO: William White, Township Manager

FROM: Superintendent Christopher B. Flanagan

Legislation: Resolution to purchase Key Secure Systems from The Knox Company

LEGISLATIVE HISTORY: Request for legislation/new

FISCAL IMPACT: \$34,125. The funds for this purchase will come from the 2021 Capital Budget.

RECOMMENDED ACTION: I recommend the Legislation be passed to purchase Knox Key Secure systems for First Responder agencies which provide emergency service to Radnor Township.

MOVEMENT OF LEGISLATION: Adoption at the September 13, 2021 Board of Commissioners Meeting.

RESOLUTION NO. 2021-104

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZING GANNETT FLEMING, INCORPORATED TO PERFORM A
CULVERT INSPECTION AND ASSESSMENT, IN THE AMOUNT OF \$31,500,
FUNDED BY THE STORMWATER (04) FUND**

WHEREAS, Radnor Township wishes to have culverts and other structures evaluated

WHEREAS, Gannett Fleming, Incorporated, has provided a cost proposal to perform said culvert evaluation

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize Gannett Fleming, Incorporated to Perform a Culvert Inspection and Assessment, in the Amount of \$31,500, Funded by the Stormwater (04) Fund

SO RESOLVED this 13th day of September, A.D., 2021.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: July 7, 2021
TO: Radnor Township Board of Commissioners
FROM: Stephen F. Norcini, PE
CC: William M. White, Township Manager

LEGISLATION: Resolution 2021-104: Authorization for Gannett Fleming, Incorporated to Perform a Culvert Inspection and Assessment, in the Amount of \$31,500, Funded by the Stormwater (04) Fund

LEGISLATIVE HISTORY: A similar proposal was before the Board of Commissioners in 2018. The proposal was approved, and the evaluation executed.

PURPOSE AND EXPLANATION: The intent of the culvert evaluation is to have a high-level inspection performed on the Township's culverts. This is good maintenance planning tool, but in light of the recent storms, it is important to have the culverts evaluated to see if the heavy stream flows caused any damage. The format of the evaluation is "green, yellow, red":

Green: No work needed

Yellow: Minor work such as debris removal, rock protection, inlet cleaning

Red: Major work such as underpinning or repair/replacement

In this way, we can determine if Public Works can address the issues, if the issue can be contracted out, or if we have a capital project.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners' approval, the project will begin immediately, and completed in a few weeks.

FISCAL IMPACT: The cost of the evaluation is \$31,500, to be funded by the (04) Stormwater Fund.

RECOMMENDED ACTION: *Staff respectfully requests the Board of Commissioners Authorize Gannett Fleming, Incorporated to Perform a Culvert Inspection and Assessment, in the Amount of \$31,500, Funded by the Stormwater (04) Fund*



*Excellence Delivered **As Promised***

September 8, 2021

Stephen F. Norcini, P.E.
Radnor Township
301 Iven Avenue,
Wayne, PA

Dear Steve:

Culvert/Structure Inspection Proposal

Gannett Fleming, Inc. is pleased to submit the following scope of work and cost proposal for providing engineering and inspection services for the condition evaluation of approximately 51 structures (bridges, culverts, or pipes) carrying Township roadways over creeks and streams. The structures were originally identified as part of a post-flood inventory report submitted by Gannett Fleming on September 20, 2018. The location map and report are attached for reference.

SCOPE OF WORK

Each of the structures identified in the initial inventory will be revisited to perform a cursory inspection to validate the previous findings and update the condition table. As was done previously, the structures will be assigned one of the following categories for the purpose of prioritizing maintenance and repair needs:

- Green: No work needed
- Yellow: Minor work such as debris removal, rock protection, inlet cleaning
- Red: Major work such as underpinning or repair/replacement

We will notify the Township immediately of any conditions that may pose a public safety risk.

Upon completion, we will submit a letter report with 1 or 2 color photos of each structure, a location map, and an updated inventory table.

COST

The total estimated cost of services for this scope of work will be as follows:

Engineering Services – Culvert Inspection and Condition Assessment \$31,500

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

We can begin work upon your approval of the estimate of costs and notice to begin work.

We appreciate this opportunity to offer our services. If you have any questions concerning our proposal, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line and a small flourish.

Roger A. Phillips, P.E.
Senior Associate

Appointment of
William Lawlor to
CARFAC
for an unexpired
term ending
December 21, 2022

**RESOLUTION NO. 2021-97
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE FINAL LAND DEVELOPMENT
PLAN FOR BATEMAN GALLAGHER AMERICAN LEGION POST
#668 FOR THE PROPERTY LOCATED AT 401 E. LANCASTER
AVENUE**

WHEREAS, Bateman Gallagher American Legion Post #668 (“Applicant”) submitted a Final Land Development plan prepared by H. Gilroy Damon Associates, Inc., consisting of 1 sheet, dated February 10, 2021 (“Plan”); and

WHEREAS, the Plan has been reviewed by both the Radnor Township Planning Commission and the Delaware County Planning Commission; and

WHEREAS, the Applicant proposes to consolidate two existing lots into one lot at 401 E. Lancaster Avenue. This property is located within the R-5 Zoning District of the Township.

WHEREAS, the Board of Commissioners now intends to approve the Final Land Development Plan for Bateman Gallagher American Legion Post #668, subject to certain terms and conditions.

NOW, THEREFORE, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the Final Land Development Plans for Bateman Gallagher American Legion Post #668, consisting of 1 sheet, dated February 10, 2021, subject to the following conditions:

1. The Applicant shall comply with the July 29, 2021, Gannett Fleming review letter, a copy of which is attached hereto as *Exhibit “A”*.
2. The Applicant shall comply with the June 29, 2021, Gilmore & Associates review letter, a copy of which is attached hereto as *Exhibit “B”*.
3. The Applicant shall comply with all other applicable ordinances with respect to sewage, stormwater management, zoning and building, and all county, state, and federal rules, regulations, and statutes.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of September 2021.

RADNOR TOWNSHIP BOARD OF
COMMISSIONERS

By: _____
Name: Jack Larkin, Esq.
Title: President

ATTEST: _____



Excellence Delivered As Promised

Date: July 29, 2021

To: Steve Norcini, PE Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Damon Drummond, PE – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 401 E. Lancaster Ave

Date Accepted: 06/07/2021
90 Day Review: 09/05/2021

Gannett Fleming, Inc. has completed a review of the Minor Final Subdivision Plan for the above reference project for compliance with the Radnor Township Code. The Plans were reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The applicant is proposing to consolidate two existing lots into one at the above locations. This property is located within the R-5 district of the Township.

Bateman Gallagher American Legion Post No. 668

Plans Prepared By: H. Gilroy Damon Associates, Inc.
Dated: 02/10/2021

Zoning

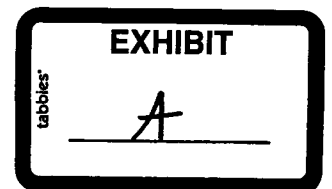
1. The zoning table must be revised to indicate the existing conditions and the proposed conditions after the lot consolidation.

Subdivision and Land Development

1. §255-22.B(1)(k) – Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans or a waiver requested from this requirement.
2. §255-22.B(1)(r) – Large trees over six inches in caliper must be shown on the plans or a waiver requested from this requirement.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com



General

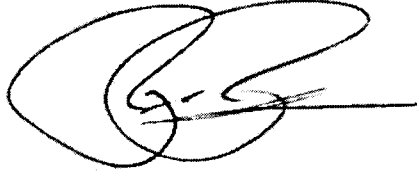
1. A copy of the consolidated deed must be provided for review.
2. A title report must be submitted prior to final plan recording.

The applicant appeared before the Planning Commission on July 13, 2021. The Planning Commission recommended approval of the plan and waivers.

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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a horizontal line extending to the right.

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



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: June 29, 2021

To: Steve Norcini, P.E.

From: Damon Drummond, P.E., PTOE

cc: Leslie Salsbury, P.E.

Reference: 401 E. Lancaster Avenue – Bateman Gallagher American Legion Post #668
Radnor Township, Delaware County
Transportation Review 1

G&A #21-06067

Gilmore & Associates, Inc. (G&A) has completed a transportation review of the Minor Subdivision Plans prepared for the above reference project. The Applicant intends to consolidate 2 lots located at 401 E. Lancaster Avenue. The lots to be consolidated are identified as follows:

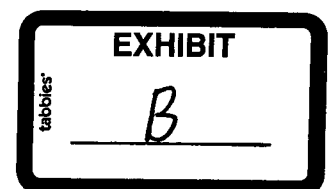
- Tax Map No: 36-13-375-000
- Tax Map No: 36-13-375-001

A. DOCUMENTS REVIEWED

1. Lot Consolidation Plan prepared by H. Gilroy Damon Associates, Inc., prepared for Bateman Gallagher American Legion Post #668, consisting of 1 sheet and dated February 10, 2021.
2. Cover Letter prepared for Radnor Township, prepared by Gamburg & Benedetto, dated June 2, 2021.

B. REVIEW COMMENTS

The referenced plan includes lot consolidations, and therefore generates no transportation related comments.





*Excellence Delivered **As Promised***

Date: July 29, 2021

To: Steve Norcini, PE Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Damon Drummond, PE – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 401 E. Lancaster Ave

Date Accepted: 06/07/2021

90 Day Review: 09/05/2021

Gannett Fleming, Inc. has completed a review of the Minor Final Subdivision Plan for the above reference project for compliance with the Radnor Township Code. The Plans were reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The applicant is proposing to consolidate two existing lots into one at the above locations. This property is located within the R-5 district of the Township.

Bateman Gallagher American Legion Post No. 668

Plans Prepared By: H. Gilroy Damon Associates, Inc.

Dated: 02/10/2021

Zoning

1. The zoning table must be revised to indicate the existing conditions and the proposed conditions after the lot consolidation.

Subdivision and Land Development

1. §255-22.B(1)(k) – Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans or a waiver requested from this requirement.
2. §255-22.B(1)(r) – Large trees over six inches in caliper must be shown on the plans or a waiver requested from this requirement.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402

t: 610.650.8101 • f: 610.650.8190

www.gannettfleming.com

General

1. A copy of the consolidated deed must be provided for review.
2. A title report must be submitted prior to final plan recording.

The applicant appeared before the Planning Commission on July 13, 2021. The Planning Commission recommended approval of the plan and waivers.

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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, appearing to be 'R. Phillips', written over a faint circular stamp or watermark.

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



*Excellence Delivered **As Promised***

Date: July 1, 2021

To: Steve Norcini, PE Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Damon Drummond, PE – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 401 E. Lancaster Ave

Date Accepted: 06/07/2021

90 Day Review: 09/05/2021

Gannett Fleming, Inc. has completed a review of the Minor Final Subdivision Plan for the above reference project for compliance with the Radnor Township Code. The Plans were reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The applicant is proposing to consolidate two existing lots into one at the above locations. This property is located within the R-5 district of the Township.

Bateman Gallagher American Legion Post No. 668

Plans Prepared By: H. Gilroy Damon Associates, Inc.

Dated: 02/10/2021

Zoning

1. The zoning table must be revised to indicate the existing conditions and the proposed conditions after the lot consolidation.

Subdivision and Land Development

1. §255-22.B(1)(k) – Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans or a waiver requested from this requirement.
2. §255-22.B(1)(r) – Large trees over six inches in caliper must be shown on the plans or a waiver requested from this requirement.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402

t: 610.650.8101 • f: 610.650.8190

www.gannettfleming.com

General

1. A copy of the consolidated deed must be provided for review.
2. A title report must be submitted prior to final plan recording.

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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, appearing to be 'R. Phillips', with a large, stylized initial 'R' and a horizontal line extending to the right.

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



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: June 29, 2021

To: Steve Norcini, P.E.

From: Damon Drummond, P.E., PTOE

cc: Leslie Salsbury, P.E.

Reference: 401 E. Lancaster Avenue – Bateman Gallagher American Legion Post #668
Radnor Township, Delaware County
Transportation Review 1

G&A #21-06067

Gilmore & Associates, Inc. (G&A) has completed a transportation review of the Minor Subdivision Plans prepared for the above reference project. The Applicant intends to consolidate 2 lots located at 401 E. Lancaster Avenue. The lots to be consolidated are identified as follows:

- Tax Map No: 36-13-375-000
- Tax Map No: 36-13-375-001

A. DOCUMENTS REVIEWED

1. Lot Consolidation Plan prepared by H. Gilroy Damon Associates, Inc., prepared for Bateman Gallagher American Legion Post #668, consisting of 1 sheet and dated February 10, 2021.
2. Cover Letter prepared for Radnor Township, prepared by Gamburg & Benedetto, dated June 2, 2021.

B. REVIEW COMMENTS

The referenced plan includes lot consolidations, and therefore generates no transportation related comments.



GAMBURG & BENEDETTO

ATTORNEYS AT LAW

June 2, 2021

Township of Radnor
301 Iven Avenue
Wayne, PA 19087-5297

Dear Radnor Township:

Enclosed please find the application for the proposed minor subdivision of 401 East Lancaster Avenue, Wayne, Pennsylvania. This is the premises occupied by the Bateman Gallagher American Legion Post 688 (hereinafter the "Post"), a non-profit organization. The Post presently occupies the Lots identified as Tax Map No: 36-13-375-000 and 36-13-375-001. These are adjoining lots as identified on the attached survey. The Post seeks to combine the lots through a minor subdivision to better utilize the space with appropriate drainage etc. Please do not hesitate to contact me at 215-422-3560 to further discuss this matter or with any questions or concerns,

Yours sincerely,

Donald Benedetto

ENCLOSURES – Application
 Deeds
 Survey

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

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property 401 E. Lancaster Avenue

Zoning District R-5 Application No. _____
(Twp. Use)

Fee _____ Ward No. _____ Is property in HARB District _____

Applicant: (Choose one) Owner Equitable Owner _____

Name Bateman Gallagher American Legion Post 668

Address 401 E. Lancaster Avenue, Wayne, PA 19087

Telephone 610-608-0946 Fax _____ Cell _____

Email batemangallagher668@gmail.com

Designer: (Choose one) Engineer _____ Surveyor

Name David P. Damon, PE, PLS H. Gilroy Damon Associates, Inc.

P.O. Box 1158, 1343 Chester Pike

Address Sharon Hill, PA 19079

Telephone 610-583-4100 Fax _____

Email dave@damonengineers.com

Area of property 23,200 S.F. Net Area of disturbance N/A

Number of proposed buildings N/A Proposed use of property American Legion Post

Number of proposed lots 1

Plan Status: Sketch Plan _____ Preliminary _____ Final Revised _____

Are there any requirements of Chapter 255 (SALDO) that are not in compliance with?

Are there any requirements of Chapter 255 (SALDO) not being adhered to?
Explain the reason for noncompliance.

None that I am aware of

Are there any infringements of Chapter 280 (Zoning), and if so what and why?

None that I am aware of

Individual/Corporation/Partnership Name

Bateman Gallagher American Legion Post 668 (Corporation)

I do hereby certify that I am the owner, equitable owner or authorized representative of the property which is the subject of this application.

Signature JOSEPH M LEWIS Post COMMANDER #668

Print Name JRL

By filing this application, you are hereby granting permission to Township officials to visit the site for review purposes.

NOTE: All requirements of Chapter 255 (Subdivision of Lane) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPLICANT

Name Bateman Gallagher American Legion Post 668 E-mail batemangallagher668@gmail.com

Address 401 E. Lancaster Avenue, Wayne, PA 19087 Phone 610-688-9731

Name of Development 401 E. Lancaster Avenue Lot Consolidation.

Municipality Radnor Township

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm H. Gilroy Damon Associates, Inc. Phone 610-583-4100

Address P.O. Box 1158, 1343 Chester Pike, Sharon Hill, PA 19079

Contact Dave Damon E-mail dave@damonengineers.com

Type of Review	Plan Status	Utilities		Environmental Characteristics
		Existing	Proposed	
<input type="checkbox"/> Zoning Change	<input type="checkbox"/> Sketch	<input checked="" type="checkbox"/> Public Sewerage	<input checked="" type="checkbox"/> Public Sewerage	
<input type="checkbox"/> Land Development	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Wetlands
<input checked="" type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Public Water	<input type="checkbox"/> Floodplain
<input type="checkbox"/> PRD	<input type="checkbox"/> Tentative	<input type="checkbox"/> Private Water	<input type="checkbox"/> Private Water	<input type="checkbox"/> Steep Slopes

Zoning District R-5

Tax Map # 36 / 13 / 375

Tax Folio # 36 / 02 / 01210 / 11

T.O.S. F. L.M.W. G.I.T.S.T.I.P.H. H.V.E.

This Indenture, Made the 29th day of March

in the year of our Lord one thousand nine hundred and forty-six (1946) BETWEEN NICK TRAVAGLINI

and MARY TRAVAGLINI, his wife, of Lower Merion Township, Montgomery County, State of Pennsylvania, (hereinafter called the Grantors), of the one part,

AND

BATEMAN-GALLAGHER POST NO. 668, HOME ASSOCIATION, a Corporation duly chartered and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter called the Grantee),

of the other part, WITNESSETH, that the said Grantors

for and in consideration of the sum of One Thousand Four Hundred (\$1,400.00 Dollars lawful money of the United States of America, unto them well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors Heirs and Assigns,

ALL THAT CERTAIN lot or piece of ground Situate in the Township of Radnot, County of Delaware, State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a Point in the middle line of Lancaster Avenue distant Nine hundred fifty-seven and six hundred eighty-one one-hundredths feet Southeastwardly from the middle line of Aberdeen Avenue, a corner of land now or formerly of C.E. Else; thence extending by said Else's land North three degrees, forty-five minutes, forty-five seconds, East Two hundred ten feet to the line of land of Charles M. Wetzel; thence by said Wetzel's land South eighty-six degrees, fourteen minutes, fifteen seconds, East, Sixty-five feet to a corner of land now or formerly of Charles J. Young; thence by said Youngs' land South three degrees, forty-five minutes, forty-five seconds, West, Two hundred ten feet to the middle line of Lancaster Avenue (aforesaid); thence along the said middle line North eight-six degrees, fourteen minutes, fifteen seconds, West, Sixty-five feet to the place of beginning.

BEING the same premises which William Ross Campbell and Sue M. Campbell, his wife, by Indenture bearing date the Thirtieth day of August, A.D. 1928 and recorded at Media in the Office for the Recording of Deeds etc., in and for the County of Delaware, State of Pennsylvania, on August 31, 1928, in Deed Book No. 733 page 272, granted and conveyed unto Nick Travaglino, in fee.

UNDER AND SUBJECT to certain conditions and restrictions now of record.

Together with all and singular the improvements, ways, streets, alleys, passages, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, of the said Grantors,

in law, equity, or otherwise howsoever, of, in and to the same and every part thereof

To Have and to Hold the said lot or piece of ground above described with Hereditaments and premises hereby granted, or mentioned and intended so to be, with the Appurtenances unto the said Grantee, its successors Heirs and Assigns, to and for the only proper use and behoof of the said Grantee, its successors Heirs and Assigns forever.

UNDER AND SUBJECT to the above mentioned conditions and restrictions.

And the said Grantors, for themselves, their Heirs, Executors and Administrators, DO by these presents covenant, grant and agree, to and with the said Grantee, its successors Heirs and Assigns, that they the said Grantors, and their Heirs, 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, its successors Heirs and Assigns,

against them the said Grantors, and their Heirs, and against all and every other person and persons whomsoever lawfully claiming, or to claim the same, or any part thereof, by, from or under him, her, them or any of them, shall and will Subject as aforesaid. WARRANT and forever DEFEND.

In Witness Whereof, the said Part ies to these presents have hereunto set their hands and seals.

Dated the day and year first above written.

SIGNED, SEALED AND DELIVERED } U.S. : Nick Travaglini (SEAL)
IN THE PRESENCE OF US: : \$1.65 : N.T.
C. Walter Hale : stamps : Mary Travaglini (SEAL)
Horace Entriken : : M.T.

Received on the day of the date of the above Indenture, of the above named Grantee, the full consideration therein mentioned.

WITNESS AT SIGNING:
C. Walter Hale N.T. Nick Travaglini
Horace Entriken M.T. Mary Travaglini

ON THE 29th day of March Anno Domini 1946, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Haverford Twp. Delaware Co., Penna. Personally appeared the above-named NICK TRAVAGLINI and MARY TRAVAGLINI, his wife and in due form of law acknowledged the above Indenture to be their and each of their act and deed, and desired the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.
Horace Entriken (SEAL)
Notary Public
My Commission expires May 1, 1948

The address of the within named Grantee is Wayne Pa.
Horace Entriken
Agent

Radnor Township Registered 4/13/46
County of Delaware Registered April 13, 1946

Recorded April 13, 1946
Written by K. Ruth
Evans..... Recorder
Compared by Ash + Bennett

This Indenture,

Made the Third day of November in the year of our Lord one thousand nine hundred and forty-one BETWEEN Fidelity-Philadelphia Trust Company, Trustee under the Will of Sarah Elizabeth Else, Deceased; a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices in Philadelphia, of the one part, Grantor,

AND

Bateman-Gallagher Post 668 Home Association, a corporation organized and existing under the Laws of the Commonwealth of Pennsylvania, with offices in Wayne, Radnor Township, Delaware County,

of the other part, ^{Grantee} WITNESSETH, That the said Grantor

for and in consideration of the sum of Five thousand dollars (\$5000.00)

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

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained,

sold, aliened, ~~conveyed~~ released and confirmed and by these presents does

grant, bargain, sell, alien, ~~convey~~ release and confirm unto the said Grantee, its successors

and assigns,

ALL THAT CERTAIN Lot or piece of ground, with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a survey thereof made by George B. Mifflin, Esquire, Surveyor, as follows, to wit:-

BEGINNING at the point of intersection of the middle line of Lancaster Avenue and the middle line of a newly constructed forty foot wide road, which point is distant eight hundred sixty-two feet and six hundred eighty-one one-thousandths of a foot Southeastwardly from the middle line of Aberdeen Avenue; thence extending along said middle line of Lancaster Avenue by other land of said Edward deV. Morrell South eighty-six degrees fourteen minutes fifteen seconds East ninety-five feet, thence still by other land of said Edward deV Morrell North three degrees forty-five minutes forty-five seconds East two hundred ten feet to a line of land of Charles M. Wetzel, thence by said Wetzel's land North eighty-six degrees fourteen minutes fifteen seconds West ninety-five feet to the middle line of the newly constructed road aforesaid, a corner of land of Susan A. Collins, thence along said middle line, by said Collins' land South three degrees forty-five minutes forty-five seconds West two hundred ten feet to the point of beginning.

BEING the same premises which Edward deV. Morrell and Louise D., his wife, acting by their attorney-in-fact, James W. Paul, Jr., by Indenture bearing date the thirteenth day of November, A. D. 1899 and recorded the twenty-fifth day of November, A.D. 1899 in the Office for Recording of Deeds, etc., in and for the County of Delaware, in Deed Book Z-10-154, granted and conveyed unto Sarah Elizabeth Else, wife of Thomas C. Else .

AND the said Sarah Elizabeth Else, being so thereof seized, departed this life on the Fourth day of July, A. D. 1925, having first made and published her last Will and Testament in writing bearing date the thirteenth day of November, A. D. 1922 duly proven and registered in Philadelphia County on the Thirty-first day of July, A. D. 1925, where in and whereby she provided, inter alia, as follows:-

FIFTH: - I Direct my Executor hereinafter named, to sell my houses and lots of ground situated at 401 E. Lancaster Avenue, St. David, Penna., and 1428 N. Fifteenth Street, Philadelphia, Pa., as soon as possible after my decease, provided, however, that it may exercise its absolute discretion in the matter of such sale in order that the properties shall not be sacrificed, the proceeds of such sale to fall into and become part of the principal of my residuary estate.

SIXTH: - All the rest, residue and remainder of my Estate, real, personal and mixed, of whatsoever nature and wheresoever situate, together with any and all Estates over which I may have a power of appointment by Will, I give, devise and bequeath unto my Executor hereinafter named, IN TRUST

SEVENTH: - For the payment of my debts or the administration of my estate, or for the distribution thereof or for any other purpose I hereby authorize and empower my Executor and Trustees or its successors to sell any and all the property real and personal belonging to my said estate, either at public or private sale, at such time or times, for such price, upon such terms as to cash and credit as he or it may think best, and to execute and deliver to the purchasers or purchasers contracts, deeds, bills of sale, and all other instruments of writing necessary or proper to carry this provision into effect.

EIGHTH: - I nominate, constitute and appoint Fidelity Trust Company of Philadelphia, Executor of and Trustee under this my Will and Testament, AND the said Fidelity Trust Company is now known as Fidelity-Philadelphia Trust Company by virtue of a merger agreement as now of record.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, possession claim and demand whatsoever of the said Grantor

in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground 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, its successors and assigns to and for the only proper use and

behoof of the said Grantee, its successors and assigns forever

AND the said Grantor, for itself, its successors and assigns, does by these presents covenant, warrant and agree, to and with the said Grantee, its successors

and assigns, that it the said Grantor, has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantor has caused its corporate seal to be hereunto affixed, duly attested, dated the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF US: : U. S. : Fidelity-Philadelphia Trust Company (SEAL). : \$5.50 : By:- Otto P. Mann, Vice President : Edwin L. Buob : \$5.50 : Attest:- C. A. Hutton, Asst. Secretary. Trustee under the Will of Sarah Elizabeth Else, Deceased.

RECEIVED on the day of the date of the within above Indenture, of the said named Grantee, the full consideration hereinbefore mentioned.

Witness at Signing: Fidelity-Philadelphia Trust Company G. L. Hess By:- Harry R. Anderson, Asst. Treas. Edwin L. Buob Trustee under the Will of Sarah Elizabeth Else, Deceased.

ON THE 3rd day of November Anno Domini 1941, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in Philadelphia,

personally appeared C. A. Hutton, Asst. Secretary, Fidelity-Philadelphia Trust Company, Trustee, who being duly sworn according to law, says that he was personally present at the execution of the within indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said corporation; that the said Indenture was duly sealed and delivered by Otto P. Mann, Vice President of the said Corporation, as and for the act and deed of the said Corporation for the uses and purposes therein mentioned, and that the names of this deponent as Asst. Secretary and of Otto P. Mann, As Vice President of the said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are in their and each of their respective handwritings. Sworn and subscribed before me, the day and year: aforesaid. Witness My hand and Notarial seal. :

Edwin L. Buob (SEAL). C. A. Hutton Notary Public My commission expires May 11, 1944. I hereby certify that I am not a director, stockholder or officer of the within named corporation.

The residence of the within-named Grantee is Wayne, Pa. S. W. Cook On behalf of the said Grantee.

Registered in Radnor Township 11/7/41 Recorded November 11, 1941. Evans. Recorder Written by:- A. L. Kearney. Compared by:- Billinger & Redman

This Indenture, Made the

Third day of November in the year of our Lord one thousand nine hundred and forty-one.

Between FIDELITY-PHILADELPHIA TRUST COMPANY, Trustee under the Will of Sarah Elizabeth Else, Deceased; a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices in Philadelphia, of the one part, Grantor

AND

BATEMAN-GALLAGHER POST 668 HOME ASSOCIATION, a corporation organized and existing under the Laws of the Commonwealth of Pennsylvania, with offices in Wayne, Radnor Township, Delaware County, of the other part, Grantee

Witnesseth, That the said Grantor

for and in consideration of the sum of Five thousand dollars (\$5000.00)

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

Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, ~~released~~ released and confirmed, and by these presents does grant, bargain, sell, alien, ~~release~~ release and confirm unto the said Grantee, its successors

and assigns, ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a survey thereof made by George B. Mifflin, Esquire, Surveyor as follows, to wit:-

BEGINNING at the point of intersection of the middle line of Lancaster Avenue and the middle line of a newly constructed forty foot wide road, which point is distant eight hundred sixty-two feet and six hundred eighty-one one-thousandths of a foot Southeastwardly from the middle line of Aberdeen Avenue; thence extending along said middle line of Lancaster Avenue by other land of said Edward deV. Morrell South eighty-six degrees fourteen minutes fifteen seconds East ninety-five feet, thence still by

AND

BATEMAN-GALLAGHER POST 668 HOME ASSOCIATION, a corporation organized and existing under the Laws of the Commonwealth of Pennsylvania, with offices in Wayne, Radnor Township, Delaware County, of the other part, Grantee

Witnesseth, That the said Grantor

for and in consideration of the sum of Five thousand dollars (\$5000.00)

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

Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, ~~conveyed~~ released and confirmed, and by these presents does grant, bargain, sell, alien, ~~convey~~, release and confirm unto the said Grantee, its successors

and assigns, ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a survey thereof made by George B. Mifflin, Esquire, Surveyor as follows, to wit:-

BEGINNING at the point of intersection of the middle line of Lancaster Avenue and the middle line of a newly constructed forty foot wide road, which point is distant eight hundred sixty-two feet and six hundred eighty-one one-thousandths of a foot Southeastwardly from the middle line of Aberdeen Avenue; thence extending along said middle line of Lancaster Avenue by other land of said Edward deV. Morrell South eighty-six degrees fourteen minutes fifteen seconds East ninety-five feet, thence still by other land of said Edward deV. Morrell North three degrees forty-five minutes forty-five seconds East two hundred ten feet to a line of land of Charles M. Wetzel, thence by said Wetzel's land North eighty-six degrees fourteen minutes fifteen seconds West ninety-five feet to the middle line of the newly constructed road aforesaid, a corner of land of Susan A. Collins, thence along said middle line, by said Collins' land South three degrees forty five minutes forty-five seconds West two hundred and ten feet to the point of beginning.

BEING the same premises which Edward deV. Morrell and Louise D., his wife, acting by their attorney-in-fact, James W. Paul, Jr., by Indenture bearing date the thirteenth day of November, A. D. 1899 and recorded the twenty-fifth day of November, A.D. 1899 in the Office for Recording of Deeds, etc., in and for the County of Delaware, in Deed Book Z-10-154, granted and conveyed unto Sarah Elizabeth Else, wife of Thomas C. Else.

AND the said Sarah Elizabeth Else, being so thereof seized, departed this life on the Fourth day of July A. D. 1925, having first made and published her last Will and Testament in writing bearing date the thirteenth day of November A. D. 1922 duly proven and registered in Philadelphia County on the Thirty-first day of July A.D. 1925, wherein and whereby she provided, inter alia, as follows:-

"FIFTH:- I Direct my Executor, hereinafter named, to sell my house and lots of ground situate at 401 E. Lancaster Avenue, St. Davids, Penna., and 1428 N. Fifteenth Street, Philadelphia, Pa., as soon as possible after my decease, provided, however, that it may exercise its absolute discretion in the matter of such sale, in order that the properties shall not be sacrificed, the proceeds of such sale to fall into and become part of the principal of my residuary estate.

"SIXTH:- All the rest, residue and remainder of my Estate, real, personal and mixed, of whatsoever nature and wheresoever situate, together with any and all Estates over which I may have a power of appointment by Will, I give, devise and bequeath unto my Executor hereinafter named IN TRUST.

"SEVENTH:- For the payment of my debts or the administration of my estate, or for the distribution thereof, or for any other purpose, I hereby authorize and empower my Executor and Trustee, or its successors to sell any and all the property real and personal, belonging to my said estate, either at public or private sale, at such time or times, for such price upon such terms as to cash and credit as he or it, may think best and to execute and deliver to the purchasers or purchaser contracts, deeds, bills of sale and all other instruments of writing necessary or proper to carry this provision into effect.

"ELEVENTH:- I nominate, constitute and appoint, Fidelity Trust Company of Philadelphia Executor of and Trustee under this my last will and Testament.

AND the said Fidelity Trust Company is now known as Fidelity-Philadelphia Trust Company by virtue of Merger Agreement as now of record.

UNDER AND SUBJECT to conditions and restrictions as now of record.

Together with all and singular the buildings, improvements, ways, streets, alleys, passages _____ ~~ways,~~ waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, ^{use, trust} ~~property,~~ ^{possession} /claim and demand whatsoever, of the said Grantor _____

~~in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof,~~

To have and to hold the said lot or piece of ground 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, its successors _____ and assigns, to and for the only proper use and behoof of the said Grantee, its successors _____ 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, its successors _____ and assigns, that it _____ the said Grantor, has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever, _____ ~~as to it, with the appurtenances unto the said~~

~~and assigns, against _____ the said _____~~

~~and against all and every _____ person or persons whomsoever lawfully claiming or to claim the same or any part thereof,~~

~~shall and will~~

~~WARRANT and forever DEFEND.~~

In Witness Whereof, the said Grantor has caused its corporate seal to be hereunto affixed, duly attested, dated the day and year first above

unto the said Grantee, its successors

and assigns, to and for the only

proper use and behoof of the said Grantee, its successors

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, its successors

and assigns, that it the said Grantor, has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

and assigns, against the said

and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the said Grantor has caused its corporate seal to be hereunto affixed, duly attested, dated the day and year first above written.

Sealed and Delivered }
IN THE PRESENCE OF US:

G. L. Hess
Edwin L. Buob

U.S.
\$5.50
Stamps

FIDELITY-PHILADELPHIA TRUST COMPANY (SEAL)

By Otto P. Mann, Vice President

Attest: -C. A. Hutton, Asst. Secretary
Trustee under the Will of Sarah Elizabeth
Else, deceased.

RECEIVED, on the day of the date of the above Indenture, of the above named Grantee, the full consideration hereinbefore mentioned.

Witness at Signing:

G. L. Hess
Edwin L. Buob

Fidelity-Philadelphia Trust Company
By: Harry R. Anderson, Asst. Treas.
Trustee under the Will of Sarah Elizabeth Else,
Deceased.

On the 3rd day of November Anno Domini 1941, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in Philadelphia, personally appeared C. A. Hutton, Asst. Secretary, Fidelity-Philadelphia Trust Company, Trustee who being duly sworn according to law, says that he was personally present at the execution of the within Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the corporation; that the said Indenture was duly sealed and delivered by Otto P. Mann, Vice President of the said Corporation, as and for the act and deed of the said Corporation for the uses and purposes therein mentioned, and that the names of this deponent as Asst. Secretary and of Otto P. Mann, as Vice President of the said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are in their and each of their respective handwritings.

Sworn and subscribed before me, the day and year aforesaid. Witness my hand and Notarial seal.

Edwin L. Buob, Notary Public (SEAL)

My commission expires May 11, 1944.

I hereby certify that I am not a director, stockholder or Officer of the within named Corporation.

Registered in Radnor Township 11/7/41

DELAWARE COUNTY:SS

: C. A. Hutton
: The residence of the within-
: named Grantee is Wayne, Pa.
: S. W. Cook, On behalf of said
: Grantee.



I, Eleanor G. Evans, Recorder of Deeds for Delaware County, do certify that the above Deed from Fidelity-Philadelphia Trust Company, Tr. to Bateman-Gallagher Post 668 Home Association, and recorded in Deed Book No. 1193, page 134, &c., is a true and correct copy as full and entire as appears on record of this Office.

WITNESS my hand and Official seal this 11th day of December A. D. 1946.

Eleanor G. Evans
DEPUTY RECORDER

CERTIFIED COPY
OF

DEED

FIDELITY-PHILADELPHIA TRUST

COMPANY, TRUSTEE

TO

BATEMAN-GALLAGHER POST 668

HOME ASSOCIATION

12-15-44 John C. Clark Company, Philadelphia 653

My commission expires May 11, 1944. : S. W. Cook, On behalf of said
I hereby certify that I am not a director, Grantee.
stockholder or Officer of the within named
Corporation. Registered in Radnor Township 11/7/41
DELAWARE COUNTY:SS



I, Eleanor G. Evans, Recorder of Deeds for Delaware County, do certify that the above Deed from Fidelity-Philadelphia Trust Company, Tr. to Bateman-Gallagher Post 668 Home Association, and recorded in Deed Book No. 1193, page 134, &c., is a true and correct copy as full and entire as appears on record of this Office.

WITNESS my hand and Official seal this 11th day of December A. D. 1946.

William J. Simell
DEPUTY RECORDER

CERTIFIED COPY

OF

DEED

FIDELITY-PHILADELPHIA TRUST

COMPANY, TRUSTEE

TO

BATEMAN-GALLAGHER POST 668

HOME ASSOCIATION

12-15-44 John C. Clark Company, Philadelphia 653

Recorded in the Office for Recording of Deeds in and for Delaware County

in Deed Book No. 1193

page 134 &c.

Witness my hand and seal of Office this Eighth

day of November Anno Domini 19 41.

Evans

Recorder

Deputy Recorder



Name and Address of Sender

Check type of mail or service

Adult Signature Required
 Adult Signature Restricted Delivery
 Certified Mail
 Certified Mail Restricted Delivery
 Collect on Delivery (COD)
 Insured Mail
 Priority Mail

Priority Mail Express
 Registered Mail
 Return Receipt for Merchandise
 Signature Confirmation
 Signature Confirmation Restricted Delivery

USPS Tracking/AI: THE PET VILLAGE OF WAYNE LP

1.	2.	3.	4.	5.	6.	7.	8.	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
237 RAVENSCLIFF RD WAYNE, PA 19087	LANCASTER WAYNE ASSOCIATES ONE TOWN PLACE STE 100 BRYN MAWR PA 19010	PULLIAM DALLAS L 415 EAST LANCASTER AVENUE WAYNE, PA 19087	CHOO WOONG KIL & MICHAEL Y & 111 IRON WORKS WAY WAYNE, PA 19087	FOLEY MARTHA A & STEPHEN L 304 PENNSYLVANIA AVE WAYNE, PA 19087	QUARBERG RYAN P & 428 ST DAVIDS AVE WAYNE, PA 19087	ADE RYAN D 434 ST DAVIDS AVE WAYNE, PA 19087	BISSETT THOMAS M & 440 ST DAVIDS AVE WAYNE, PA 19087													
										red and over \$50,000 in value										



U.S. POSTAGE PAID
WAYNE, PA 19087
JUN 26 21
AMOUNT
\$3.52
R2305M148549-9
0000

Handling



Name and Address of Sender	Check type of mail or service	Affix Stamp Here <i>(for additional copies of this receipt, Postmark with Date of Receipt.)</i>
<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	

USPS Tracking#	Name and Address of Sender	State, & ZIP Code™	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	NEWMAN JOHN R & 446 ST DAVIDS AVE WAYNE, PA 19087													
2.	ALLEN PAUL N & PAMELA J 454 ST DAVID'S AVENUE WAYNE, PA 19087													
3.	HOBBS ROBERT B III & 114 GLYN LANE WAYNE, PA 19087													
4.	SMYTH FAMILY REALTY LLC 325 E LANCASTER AVE WAYNE, PA 19087													
5.	FRIEDMAN FAMILY RADNOR FUND LLC 40 E CLEMENTON RD STE 1 GIBBSBORO, NJ 8026													
6.	RIES ROBERT B & 211 IRON WORKS WAY WAYNE, PA 19087													
7.	NOLL BRIAN W 390 GENERAL WASHINGTON RD WAYNE, PA 19087													
8.	BARIBAULT RUSSELL 1246 WEST CHESTER PK STE 315 WEST CHESTER PA 19382													



U.S. POSTAGE PAID
WAYNE PA
JUN 26 2011
AMOUNT
\$3.52
R2305M148549-9



Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)
8	8	SK



Name and Address of Sender		Check type of mail or service		Affix Stamp Here <i>(for additional copies of this receipt). Postmark with Date of Receipt.</i>											
		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
THOMPSON JOSEPH E & SUSAN C 436 ST DAVIDS AVE WAYNE, PA 19087															
1. GRAY BRIAN & 442 ST DAVIDS AVE WAYNE, PA 19087															
2. BARIKOE FAMILY TRUST P.O. BOX 484 BRYN MAWR PA 19010															
3. LAN ELEANOR V 456 ST DAVIDS AVE WAYNE, PA 19087															
4. PHILA NATIONAL BANK PO BOX 2609 CARLSBAD, CA 92018															
5. EMERSON, SCOTT 407 E LANCASTER AVE WAYNE, PA 19087															
6. M3P PARTNERS LLC 427 E LANCASTER AVE WAYNE, PA 19087															
7. MORRIS DAVID W 295 E SWEDESFORD RD UNIT 170 WAYNE, PA 19087															
8. MORRIS DAVID W 295 E SWEDESFORD RD UNIT 170 WAYNE, PA 19087															

Registered and over \$50,000 in value



U.S. POSTAGE PAID
WAYNE, PA 19087
JUN 26 21
AMOUNT
\$3.52
R2305M149549-9
0000



Name and Address of Sender

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

1. BRIGHT KATHLEEN
308 PENNSYLVANIA AVE
WAYNE, PA 19087
2. ALBER ERIC M
432 SAINT DAVIDS AVE
WAYNE, PA 19087
3. HILAND ROBERT L &
104 W HILLCREST AVE
HAVERTOWN, PA 19083
4. MCGINLEY, CAROLYN
444 ST DAVIDS AVE
WAYNE, PA 19087
5. KURTZ, JAMES W
452 ST DAVIDS AVE
ST DAVIDS PA 19087
6. MESSLER MICHAEL &
458 ST DAVIDS AVE
WAYNE, PA 19087
7. MALCEIN MARK
19 CROTON RD
WAYNE, PA 19087
8. REILLY PHILIP & PATRICIA K
466 ST DAVIDS AVE
WAYNE, PA 19087

ee (Name, Street, City, State, & ZIP Code™)

Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

or \$50,000 in value

U.S. POSTAGE PAID
WAYNE, PA 19087
JUN 26 21
AMOUNT
\$3.52
R2305M148549-9

Handling Charge - if



Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)



Name and Address of Sender	Check type of mail or service		Affix Stamp Here <i>(for additional copies of this receipt). Postmark with Date of Receipt.</i>																								
	<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail	<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Priority Mail	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee			
PARTRIDGE DAVID A & 472 ST DAVIDS AVE WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
1. WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
SARNECKI NICHOLAS W & 478 ST DAVIDS AVE WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
2. WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
GAUGER LARRY THOMAS JR & 486 ST DAVIDS AVE WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
3. WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
MCCABE ROBERT & 443 ST DAVIDS AVE WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
4. WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
STACKHOUSE GLENN R & KATHLEEN 463 ST DAVIDS AVE WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
5. WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
SCANNELL GERALD E JR & 473 ST DAVIDS AVE WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
6. WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
WAYNE PROPERTY ACQUISITION INC 1747 SPRING HOUSE RD CHESTER SPRINGS PA 19425	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
7. CHESTER SPRINGS PA 19425	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
404 ASSOCS 404 E LANCASTER AVE WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
8. WAYNE, PA 19087	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																



U.S. POSTAGE PAID
WAYNE, PA
19087
JUN 26 2021
AMOUNT
\$3.52
R2305M148549-9



Handling Charge - if Reg

Total Number of Pieces Listed by Sender: 8 Total Number of Pieces Received at Post Office: 8 Postmaster, Per (Name of receiving employee): SK

PS Form 3877, January 2017 (Page 1 of 2) Complete in Ink Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.

PSN 7530-02-000-9098



Name and Address of Sender

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

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Postmark with Date of Receipt.

see (Name, Street, City, State, & ZIP Code™)

KEOGH JONATHAN
 462 ST DAVIDS AVE
 1. WAYNE, PA 19087

CARPENTER JORDAN R ETUX
 468 ST DAVIDS AVE
 2. WAYNE, PA 19087

THE BARIKOE FAMILY TRUST
 PO BOX 484
 BRYN MAWR PA 19010

PORTER CLAIRE H &
 480 ST DAVIDS AVE
 4. WAYNE, PA 19087

SPOFFORD VIRGINA S
 435 ST DAVIDS AVE
 5. ST DAVIDS PA 19087

SCHMIEG DANIEL G &
 447 ST DAVIDS AVE
 6. WAYNE, PA 19087

PALMER BRADLEY E
 453 ST DAVIDS AVE
 7. WAYNE, PA 19087

HUANG JIE &
 475 ST DAVIDS AVE
 8. WAYNE, PA 19087

Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
	if Registered and over \$50,000 in value										



U.S. POSTAGE PAID
 WAYNE, PA 19087
 JUN 26 21
 AMOUNT
\$3.52
 R23051M148549-9

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee): gtl

Complete in Ink

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Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
THE FOGEL LIMITED PARTNERSHIP 1600 UNION MEETING RD UNIT 440 BLUE BELL PA 19422	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery												

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

301 IVEN AVE WAYNE, PA 19087													
SHAO STEPHEN & 464 ST DAVIDS AVE WAYNE, PA 19087													
RITA WILLIAM & 1134 BRAEFIELD RD CHESTER SPRINGS PA 19425													
DIGIACOMO JOSEPH & TRACEY SOMERS 476 ST DAVIDS AVENUE													
BRETT MARY EILEEN 482 ST DAVIDS AVE WAYNE, PA 19087													
HAMMOND MADELINE D 441 ST DAVIDS AVE WAYNE, PA 19087													
PALMER BRADLEY & REBEKA 455 ST DAVIDS AVE WAYNE, PA 19087													

U.S. POSTAGE PAID
WAYNE, PA 19087
JUN 26 21
AMOUNT
\$3.52
R2305M148549-9
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Handling Charge - if Registered and over \$50,000 in value

Total Number of Pieces Listed by Sender: 8 Total Number of Pieces Received at Post Office: 8 Postmaster, Per (Name of receiving employee): SK

PS Form 3877, January 2017 (Page 1 of 2) PSN 7530-02-000-9098

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Name and Address of Sender		Check type of mail or service		Postage (Extra Service) Fee		Handling Charge		Actual Value if Registered		Insured Value		Due Sender if COD		ASR Fee		ASRD Fee		RD Fee		RR Fee		SC Fee		SCRD Fee		SH Fee	
GOODCHILD JOHN C III & 451 SAINT DAVIDS AVE WAYNE, PA 19087		<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express																								
BLOMMER PETER & 481 ST DAVIDS AVE WAYNE, PA 19087		<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail																								
THE BRYN MAWR TRUST COMPANY 801 E LANCASTER AVE BRYN MAWR PA 19010		<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise																								
DBS PARTNERS LLC 418 E LANCASTER AVE WAYNE, PA 19087		<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation																								
GWYNETTE MCLEOD F & MORIAD G 216 ST DAVIDS CT WAYNE, PA 19087		<input type="checkbox"/> Collect on Delivery (COD)	<input type="checkbox"/> Signature Confirmation Restricted Delivery																								
AYRES WARREN W & SUSAN W 314 MIDLAND AVE WAYNE, PA 19087		<input type="checkbox"/> Insured Mail																									
LEHANE WILLIAM & CYNTHIA M 324 MIDLAND AVENUE WAYNE, PA 19087		<input type="checkbox"/> Priority Mail																									
CONGLETON JONATHAN P & 408 MIDLAND AVE WAYNE, PA 19087																											

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Postmark with Date of Receipt.

Registered and over \$50,000 in value



U.S. POSTAGE PAID
WAYNE, PA 19087
JUN 26 21 AMOUNT
\$3.52
R2305M148549-9

Total Number of Pieces Listed by Sender: Total Number of Pieces Received at Post Office: Postmaster, Per (Name of receiving employee):



Name and Address of Sender

Check type of mail or service

Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Signature Confirmation Restricted Delivery

Insured Mail

Priority Mail

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Postmark with Date of Receipt.

Postmaster, Per (Name of receiving employee)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
	Complete in Ink s/c U.S. POSTAGE PAID WAYNE, PA 19087 JUN 26, 21 AMOUNT \$3.52 R2305M148549-9 												

registered and over \$50,000 in value





Name and Address of Sender

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

1. SEMISCH WAYNE M &
328 MIDLAND AVE
WAYNE, PA 19087
2. MCCONNELL JOHN R & GWENDOLYN
W
414 MIDLAND AVE
3. FINLEY DANIEL & MARITA
309 MIDLAND AVE
WAYNE, PA 19087
4. DOONER JANE E
321 MIDLAND AVE
WAYNE, PA 19087
5. ZIELINSKI MICHAEL A &
401 MIDLAND AVE
WAYNE, PA 19087
6. TUMOLA JOHN J & CHERYL GRAFF
411 MIDLAND AVENUE
WAYNE, PA 19087
7. PATEL MAYUR &
427 MIDLAND AVE
WAYNE, PA 19087
8. GRILLO, HELENE G.
437 MIDLAND AVE
ST DAVIDS PA 19087

see (Name, Street, City, State, & ZIP Code™)

Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

Fee - if Registered and over \$50,000 in value



U.S. POSTAGE PAID
WAYNE, PA 19087
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Total Number of Pieces Listed By Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

8

8

SK



Name and Address of Sender		Check type of mail or service		Affix Stamp Here <i>(for additional copies of this receipt). Postmark with Date of Receipt.</i>									
1. CARR RICHARD R 1125 ROSE GLEN RD GLADWYNE, PA 19035 2. NOONE MICHAEL & 320 MIDLAND AVE WAYNE, PA 19087 3. MILLER STEPHEN ERIC JR & 402 MIDLAND AVE WAYNE, PA 19087 4. MCCALL MICHAEL 420 MIDLAND AVENUE WAYNE, PA 19087 5. STERGE MARYLOUISE A 311 MIDLAND AVE WAYNE, PA 19087 6. STEFANSKI MATTHEW J & 323 MIDLAND AVE WAYNE, PA 19087 7. NICHOLS HENRY O 403 MIDLAND AVE WAYNE, PA 19087 8. SULE MARC DAMON & 415 MIDLAND AVE WAYNE, PA 19087		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail		<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery									
		Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
				if Registered and over \$50,000 in value									
				Adult Signature Required									
				Adult Signature Restricted Delivery									
				Restricted Delivery									
				Return Receipt									
				Signature Confirmation									
				Signature Confirmation Restricted Delivery									
				Special Handling									



 U.S. POSTAGE PAID
 WAYNE, PA 19087
 JUN 26 21
 AMOUNT
\$3.52
 R2305MT48549-9





Name and Address of Sender		Check type of mail or service		Affix Stamp Here <i>(for additional copies of this receipt, Postmark with Date of Receipt.)</i>														
		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail		<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	BERTHOLD PETER & 429 MIDLAND AVE WAYNE, PA 19087																	
2.	E MICHAEL KRAMER 12015 E GILES FIT LANE CAITIAKE CITY 11T 841171																	
3.	CHOO MICHAEL Y 113 IRON WORKS WAY Wayne PA 19087																	
4.	HAGER GEORGE V JR 28642 LACAILLE DRIVE NAPLES, FL 34119																	
5.	ODONNELL MARIE & 9 ANDOVER ROAD HAVERFORD PA 19041																	
6.	SWAMI SANJEEV 1507 County Line Road Rivn Mawr PA 19010																	
7.	OLIVER KIRK R 4631 Valley Ridge Road Dallas TX 75720																	
8.	VANN SANDRA J 226 IRON WORKS WAY Wayne, PA 19087																	



U.S. POSTAGE PAID
WAYNE, PA
19087
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Name and Address of Sender

Check type of mail or service

Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Signature Confirmation Restricted Delivery

Insured Mail Signature Confirmation Restricted Delivery

Priority Mail

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Postmark with Date of Receipt.

1.	2.	3.	4.	5.	6.	7.	8.	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee							
EMERSON SCOTT R 407 E Lancaster Ave Wayne, PA 19087	MMMM APARTMENT LLC 216 IRON WORKS WAY Wayne PA 19087	RACKEL EUGENE J 144 Hills Lane Lancaster VA 22502	CHOO WOONG KIL & MICHAEL Y 111 IRON WORKS WAY Wayne, PA 19087	GREENACRE MARTYN D 114 IRON WORKS WAY Wayne PA 19087	HILL GREGORY J 121 IRON WORKS WAY Wayne PA 19087	LINGENFELTER CHARLES 124 IRON WORKS WAY Wayne, PA 19087	JENKINS GEORGE MERRITT 131 IRON WORKS WAY Wayne, PA 19087																			
if Registered and over \$50,000 in value																										
U.S. POSTAGE PAID WAYNE PA 19087 JUN 26 21 AMOUNT \$3.52 R2305M1 48549-9 0000																										



Total Number of Pieces Listed by Sender: 8

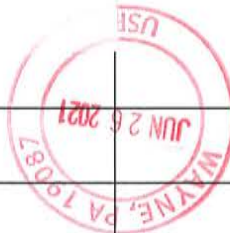
Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee): SLC



Name and Address of Sender	Check type of mail or service	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
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1. ROACH CHARLES G JR PO Box 5 Sanibel, FL 33957	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail													
2. RIES ROBERT B & 211 IRON WORKS WAY Wayne PA 19087	<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery													
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5. BRUNO JULIA M 224 IRON WORKS WAY Wayne PA 19087														
6. DREHER JANET H TRUSTEE 112 IRON WORKS WAY Wayne PA 19087														
7. RICHARD LARRY 115 IRON WORKS WAY Wayne, PA 19087														
8. WEINTRAUB WILLIAM HENRY 122 IRON WORKS WAY Wayne, PA 19087														

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GOBERN JANICE 133 IRON WORKS WAY Wayne PA 19087														
TENG CHIH CHONG 136 IRON WORKS WAY Wayne PA 19087														
EMERSON SCOTT R 407 E Lancaster Ave Wayne, PA 19087														
HAMM WILLIAM R 215 IRON WORKS WAY Wayne PA 19087														
BENSON MARYNELL F 222 IRON WORKS WAY Wayne, PA 19087														
GIACOMUZZI BARBARA JEAN 225 IRON WORKS WAY Wayne, PA 19087														
KENDALL SUSAN L 231 IRON WORKS WAY Wayne, PA 19087														



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PS Form 3877, January 2017 (Page 1 of 2) PSN 7530-02-000-9098

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 Postmark with Date of Receipt.

- NORDEN GREGORY
235 IRON WORKS WAY
Wayne, PA 19087
- EMERSON SCOTT R
407 E Lancaster Ave
Wayne, PA 19087
- ANBARI KEVIN K
315 IRON WORKS WAY
Wayne, PA 19087
- BRADLEY ANNE CHRISTINA
322 IRON WORKS WAY
Wayne, PA 19087
- MCCAFFERTY REGINA
334 IRON WORKS WAY
Wayne, PA 19087
- STEVENS ROBERT L
0
Bokelila, FL 33922
- GLEASON HELEN MCE
331 IRON WORKS WAY
Wayne, PA 19087
- ATKINS PAUL C
233 IRON WORKS WAY
Wayne, PA 19087

2 (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
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1. HINMON JOHN B 236 IRON WORKS WAY Wayne, PA 19087 2. KELLER ANDREW 550 W 45th Street Suite 323 New York, NY 10036 3. HANSEN PENELOPE S 316 IRON WORKS WAY Wayne, PA 19087 4. TERLIZZI CHRISTOPHE P 324 IRON WORKS WAY Wayne, PA 19087 5. MURPHY MARGARET M 335 IRON WORKS WAY Wayne, PA 19087 6. CHERKEN LINDACAROL 323 IRON WORKS WAY Wayne, PA 19087 7. FISHER STEPHEN F 132 IRON WORKS WAY Wayne, PA 19087 8. HILL MATTHEW W 234 IRON WORKS WAY Wayne, PA 19087			<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail			<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery										
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2.	FRIEDMAN BENJAMIN L 52 Algonquin Drive Chappaqua, NY 10514													
3.	ROBERTS DOUGLAS J 321 IRON WORKS WAY Wayne, PA 19087													
4.	EMERSON SCOTT R 407 E Lancaster Ave Wayne, PA 19087													
5.	CHENG LESLIE C 336 IRON WORKS WAY Wayne, PA 19087													
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7.	MCCULLEN WILLIAM L 314 IRON WORKS WAY Wayne, PA 19087													
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Dear Neighbor,

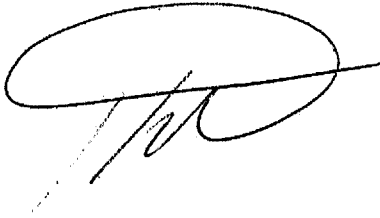
**RE: Minor Subdivision Plan #2021-SD-03
401 E. Lancaster Ave – American Legion Post #688**

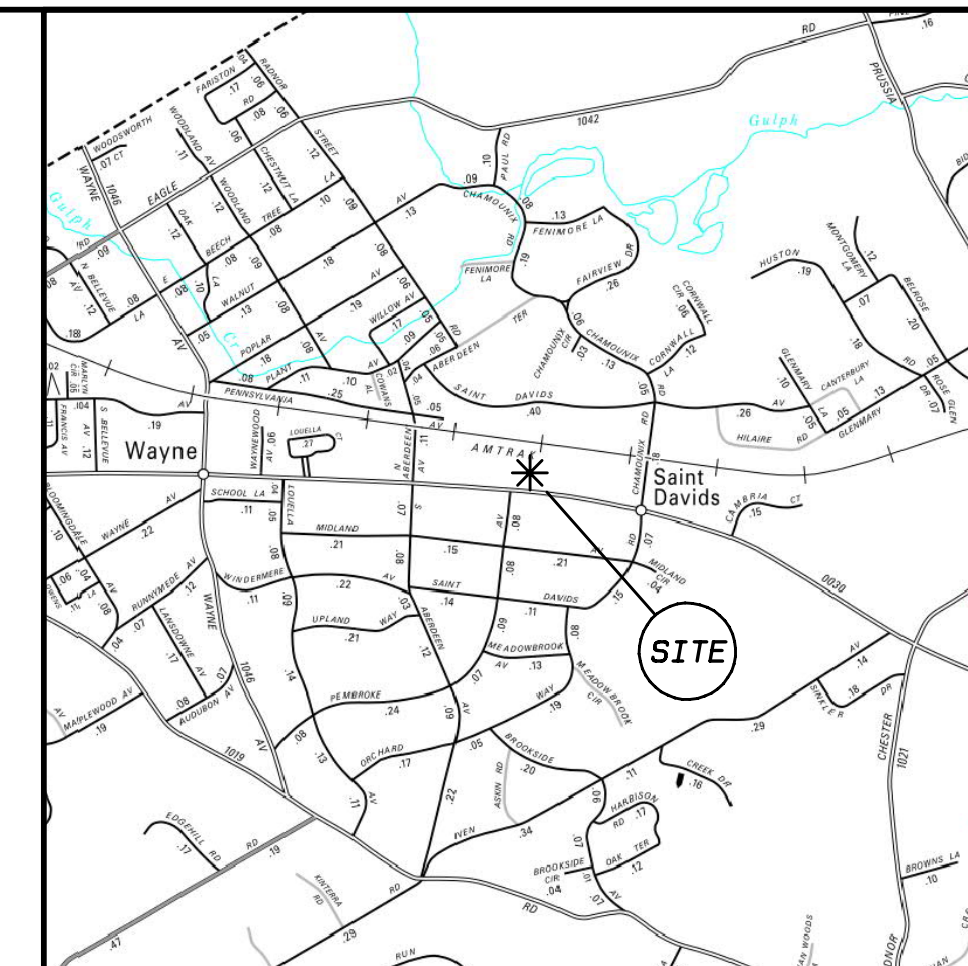
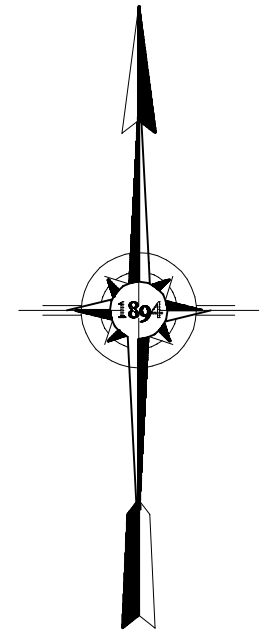
We have applied to Radnor Township for the review of a minor subdivision plan to consolidate two lots into one at the above location.

These plans are available for public viewing in the Engineering Department.

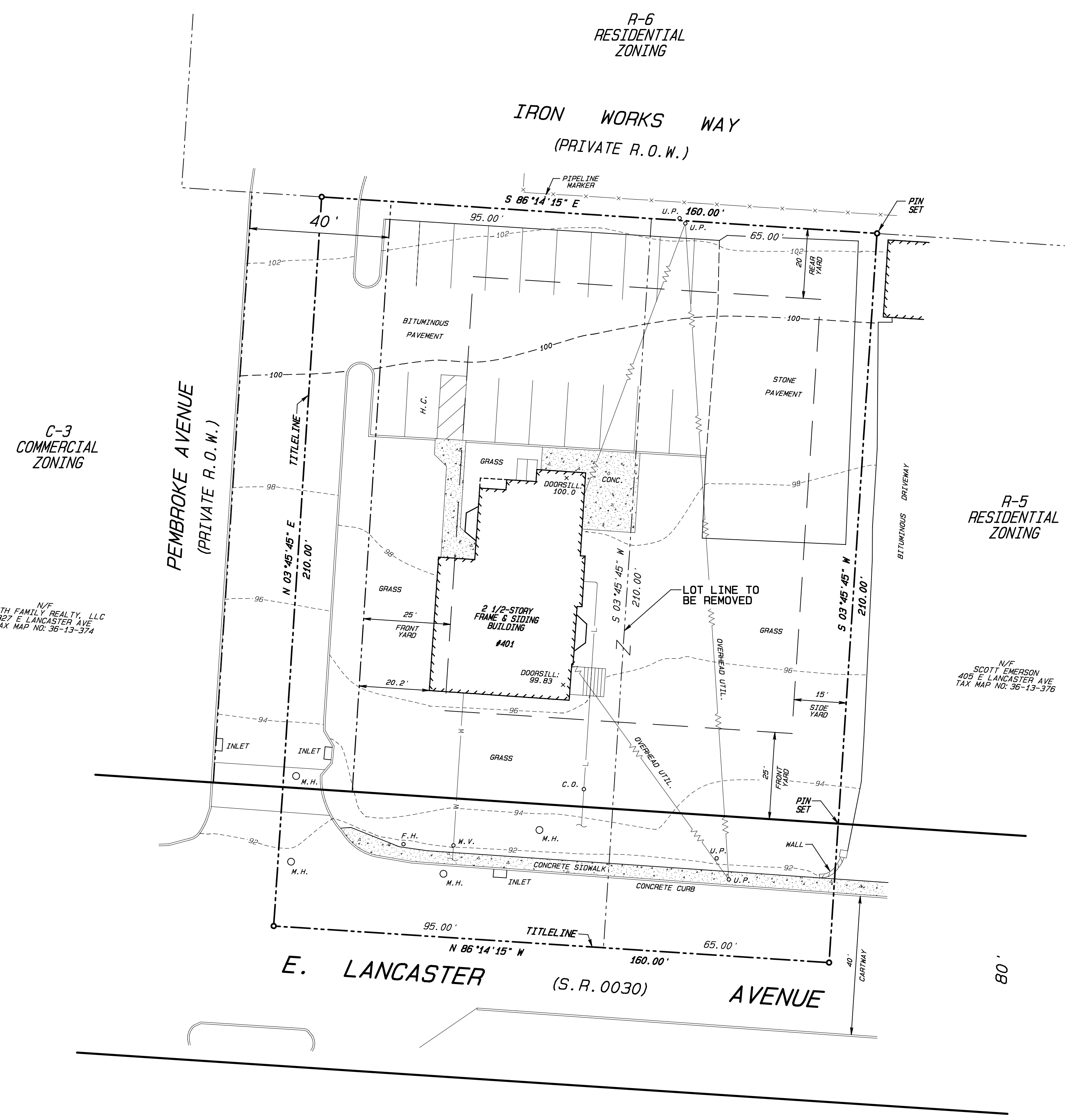
Planning Commission meetings begin at **7:00 P.M.** These meetings will be held in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop at the top and several sharp, downward-pointing strokes below it.



SITE LOCATION MAP



OWNER & APPLICANT : BATEMAN GALLAGHER AMERICAN LEGION POST 668
 401 E. Lancaster Avenue
 Wayne, PA 19087
 (610)-688-9731

PROPERTY AREA : 37,800 Sq.Ft.(Gross to Titleline) 23,800 Sq.Ft.(Net to R.O.W.)

PROPERTY ZONED : R-5 Residential District

REQUIRED	PROVIDED
LOT AREA :	5,500 Sq.Ft. 23,800 Sq.Ft.
LOT WIDTH :	55 Feet 140.0 Feet
FRONT YARD :	25 Feet 20.2 Feet *
SIDE YARD :	15 Feet 75.9 Feet
REAR YARD :	20 Feet 74.2 Feet
BUILDING COVERAGE :	35 % 10.2 %
IMPERVIOUS COVERAGE :	40 % 53.9 % *

* Existing Non-Conformance, No Change Proposed

GENERAL NOTES

- The intent of this plan is to present the proposed consolidation of two existing lots into one. No construction is proposed.
- The lots have the following Tax Parcel ID info:
 Tax Map No: 36-13-375-000 Folio No: 36-02012-10-11
 Tax Map No: 36-13-375-001 Folio No: 36-02012-10-10
- The property address is: 401 E. Lancaster Ave, Wayne, PA 19087
- The boundary is shown based on a survey by H. Gilroy Damon Associates, Inc., in January, 2021 and Deed Book 5618, Page 1626.
- The topography is from a field survey, performed by H. Gilroy Damon Associates, Inc., in January, 2021. Benchmark: Rear Doorsill of primary building on subject lot, Elev: 100.00.
- The property is served by public water and public sewer lines.
- The property is located outside Zone X (Areas determined to be outside the 500-year floodplain) as shown on the Flood Insurance Rate Map for Delaware County, PA, Map No: 4204SC0017F, effective on 11/18/2009.
- Site Soils are mapped as Md-Made land, gabbro and diabase materials, as shown on the Web Soil Survey for USDA/NRCS.
- Existing utilities are shown in accordance with the best available information. Completeness or correctness thereof is not guaranteed. The Underground Utility Protection Law (PA Act 287 as amended by PA Act 187 of 1998) states: anyone planning to excavate within the commonwealth is required to request the location and type of facility owner lines of each site by notifying the facility owner through the Pennsylvania One Call System. A three (3) working day notice is required in advance of beginning excavation or demolition work. Call 1-800-242-1776 to contact the One Call System.
- Sewage planning is not required for this project since it only consolidates two lots into one and does not result in any increased sewage flow.

State of Pennsylvania
 County of Delaware

On the _____ day of _____, before me,
 the undersigned officers personally appeared _____,
 Secretary of _____ who duly sworn according to law,
 says that he was personally present at the execution of the within plan and saw
 the common or corporate seal for the said Corporation duly affixed thereto, that
 the seal so affixed is the common or corporate seal for the said Corporation, that
 the said Plan was duly sealed and delivered by _____,
 President of the said Corporation as and for the deed of said Corporation for the
 uses and purposes therein mentioned, that the Corporation is the owner (or equitable
 owner) of the property shown on this Plan, and that the names of this deponent as
 Secretary and of _____ as President of the said Corporation,
 subscribed to the within Plan in attestation of its due execution and delivery, are in
 their and each of their respective handwritings.

Sworn and subscribed before me, the day and year aforesaid.

 President

 Witness

 Secretary

My Commission Expires: _____

APPROVED THIS ____ DAY OF _____, 2021
 BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF RADNOR,
 DELAWARE COUNTY, PENNSYLVANIA.

AND EXECUTED THIS ____ DAY OF _____, 2021

REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION

DATE: ____ / ____ / ____
 (month) (day) (year)

ATTEST: _____
 (DIRECTOR)

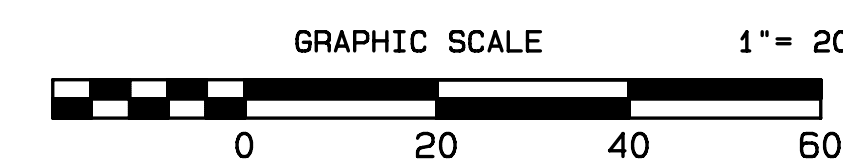
DCPD NO.: _____

N/F
 SMYTH FAMILY REALTY, LLC
 307 E. LANCASTER AVE
 TAX MAP NO: 36-13-374

N/F
 SCOTT EMERSON
 403 E. LANCASTER AVE
 TAX MAP NO: 36-13-376

LEGEND

- - - 100 - - -	CONTOUR LINE	G. V.	GAS VALVE
- G -	NATURAL GAS LINE	S. V.	SEWER VENT
- S -	SANITARY SEWER	W. V.	WATER VALVE
- SS -	STORM SEWER	U. P.	UTILITY POLE
- W -	WATER LINE	F. H.	FIRE HYDRANT
- - -	OVERHEAD UTILITIES	M. H.	SEWER MANHOLE



BATEMAN GALLAGHER
 AMERICAN LEGION POST No.668

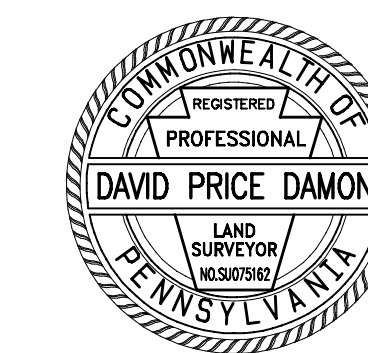
RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA

LOT CONSOLIDATION PLAN

REVISIONS

H. GILROY DAMON ASSOCIATES, INC.
 Consulting Civil Engineers and Land Surveyors
 Providing Professional Services Since 1894

1343 Chester Pike
 P.O. Box 1158
 Sharon Hill, PA 19079
 610-583-4100
 www.damonengineers.com



Scale: 1" = 20' February 10, 2021 File No: B-2076

Resolution 2021-99 -
Concordia (Eagle and
Radnor Rd) – Request of
Preliminary/Final Land
Development Plan

Removed from Agenda

9/10/2021 at

Applicant's Request

D.Ordinance 2021-09 –
(Adoption) - Concordia
(Eagle and Radnor Rd) –
Zoning Map Amendment
(Advertised Public
Hearing) **Removed**
from Agenda 9/10/2021
at Applicant's Request

ORDINANCE NO. 2021-07

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, REVISING THE GARRETT HILL GARRETT AVENUE NEIGHBORHOOD (GH-N) AND GARRETT HILL GARRETT AVENUE (GH-GA) PROVISIONS OF THE ZONING ORDINANCE TO INCREASE THE MAXIMUM BUILDING HEIGHT AND TO PERMIT LIMITED OUTDOOR DINING FACILITIES IN THE GARRETT HILL CONESTOGA ROAD (GH-CR) DISTRICT

WHEREAS, the Radnor Township Planning Commission and Delaware County Planning Commission have reviewed proposed modifications to Article 1A, Garrett Hill Zoning District; and

WHEREAS, the Radnor Township Board of Commissioners desires to modify the height requirements in a portion of the Garrett Hill Zoning District and to permit limited outdoor dining in the GH-CR District.

Now, therefore, the Radnor Township Board of Commissioners does hereby ENACT and ORDAIN as follows:

Section I. Section 280-49.6. A.(2)(a)[1], Garrett Avenue Neighborhood (GH-N), is hereby revised to change the maximum building height from 30 (thirty) feet to 35 (thirty-five) feet.

Section II. Section 280-49.7 A. (2) (a) [1] and [2], Garrett Avenue (GH-GA), is hereby revised to change the maximum building height from 30 (thirty) feet to 35 (thirty-five) feet for a pitched roof and 25 (twenty-five) to 30 (thirty) for a flat roof.

Section III. Section 115.4. Outdoor dining regulations., Subsection A. is hereby revised to read as follows:

- A. Within the C-1, C-2, C-3, WBOD, PB and GH-CR Districts, outdoor dining shall be permitted as an accessory use on the same premises as a licensed food establishment (restaurant) that has indoor seating. To assure quality standards for customers and food safety, the following provisions shall apply:

(Subsections 115.4. A (1) through (15) shall remain in full force and effect)

Section IV. Section 115.4 Outdoor dining regulations, Subsection C. is hereby revised to read as follows:

- B. Outdoor dining shall be permitted by special exception in all other zoning districts, as an accessory use on the same premises as an existing licensed nonconforming food establishment that has indoor

seating and shall be subject to the provisions of 280-115.4. A.

Section V. Section 115.4 (10) is hereby revised, adding a new subsection (f) to read as follows:

(f) The setbacks and requirements of Subsections A. (10), (b), (c), and (d) shall not apply to properties in the GH-CR District, however, a fifty (50) foot setback shall be required between the outdoor dining area and any adjacent detached single-family dwelling.

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

Section VII. Severability. If any clause, sentence, paragraph, section, subsection, part, or provision of this Ordinance is, for any reason, found to be unconstitutional, illegal, or invalid by a court of competent jurisdiction, such unconstitutionality, illegality, or invalidity shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid. It is hereby declared as the intent of the Board of Commissioners of Radnor Township, that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid clause, sentence, paragraph, section, subsection, part, provision, or part thereof not been included therein.

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

ENACTED and **ORDAINED** by the Board of Commissioners this ____ day of _____, 2021.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

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

CC: William M. White, Township Manager
Kevin Kochanski, Director of Community Development

Date: July 29, 2021

Height Requirements in Garrett Hill - Zoning Ordinance Amendment-Garrett Hill and Outdoor Dining Regulations Article XIA and XX

The Radnor Township Planning Commission convened July 13th, 2021. The Planning Commission reviewed the above referenced item as presented by staff. *The Planning Commission voted 8-0, recommending that the Board of Commissioners approve the amendment as written for the outdoor dining and the 35ft height maximum.*



JACK LARKIN
President
MOIRA MULRONEY, ESQ
Vice President
JAKE ABEL
CATHERINE H. AGNEW
RICHARD F. BOOKER, ESQ.
LISA BOROWSKI
SEAN FARHY

RADNOR TOWNSHIP
301 IVEN AVENUE
WAYNE, PENNSYLVANIA 19087-5297

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

WILLIAM M. WHITE
Township Manager
Township Secretary

JOHN B. RICE, ESQ.
Solicitor

KATHRYN GARTLAND
Treasurer

June 23, 2021

Linda Hill, Director
Delaware County Planning Department
1055 E. Baltimore Pike
Elwyn, PA 19063

SUBJECT: PROPOSED ZONING AMENDMENT – RADNOR TOWNSHIP

Dear Ms. Hill:

Enclosed please find a copy of a proposed Zoning Ordinance amendment for Radnor Township. Please review in accordance with the applicable requirements of the Municipalities Planning Code. The proposed regulations amending our Garrett Hill and Outdoor Dining regulations Articles XIA and XX, respectively.

This amendment is being provided to you in accordance with MPC Section 609(e); which requires that a copy be provided to the County Planning Agency for recommendations at least 30 days prior to the public hearing.

Sincerely,

Kevin W. Kochanski, RLA, CZO
Director of Community Development

CC: William White, Township Manager
John Rice, Township Solicitor
Steve Norcini, Township Engineer



DELAWARE COUNTY PLANNING COMMISSION

1055 E. Baltimore Pike – Suite 100
Media, PA 19063

Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

COUNCIL

BRIAN P. ZIDEK
CHAIRMAN

DR. MONICA TAYLOR
VICE CHAIR

KEVIN M. MADDEN
ELAINE PAUL SCHAEFER
CHRISTINE A. REUTHER

LINDA F. HILL
DIRECTOR

July 16, 2021

Mr. William White
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

RE: Name of Petition: Height Requirements and Outdoor Dining
in GH
DCPD File No.: ZA-34-7000-12-13-21
Petitioner: Radnor Township
Recv'd in DCPD: June 23, 2021

Dear Mr. White:

In accordance with the provisions of Section 609 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on July 15, 2021, the Commission took action as shown in the recommendation of the attached review.

Please refer to the DCPD file number shown above in any future communications related to this application.

Very truly yours,

Thomas P. Shaffer
Interim Director



1055 E. Baltimore Pike
Media, PA 19063
Phone: (610) 891-5200
Email: planning_department@co.delaware.pa.us

Date: July 15, 2021
File No.: ZA-34-7000-12-13-21

PETITION: Height Requirements and Outdoor Dining in GH

DATE OF PETITION: June 23, 2021

PETITIONER: Radnor Township

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Zoning text amendment

PROPOSAL: Amend the text of the Township zoning ordinance to modify height requirements in Garrett Hill and permit limited outdoor dining facilities

RECOMMENDATIONS: Adoption, with consideration of staff comments

PREPARED BY: Michael A. Leventry

REMARKS:

ZONING TEXT AMENDMENT

The proposal requests to change the zoning code to address factors including height requirements and outdoor dining for the Garrett Hill districts.

PROPOSED AMENDMENT

GARRETT HILL AVENUE DISTRICT - HEIGHT PROVISIONS

Currently, within the Garrett Hill Neighborhood District, the maximum height for a building with a flat roof is 20' and a pitched roof 30'. The proposed amendment will modestly increase those heights to 25' and 35' respectively.



Date: July 15, 2021
File No.: ZA-34-7000-12-13-21

REMARKS (continued):

OUTSIDE DINING PROVISIONS FOR GARRETT HILL

The proposed petition modifies the Township's outdoor dining regulations to allow outdoor dining with the Garrett Hill - Conestoga Road (GH-CR) district. Additionally, a section of text, which expressly forbids outdoor dining as a special exception within all of the Garrett Hill districts, is to be removed. Finally, language is proposed requiring a 50' minimum buffer for any proposed outdoor dining from any existing adjacent single-family detached residence within said district.

COMPREHENSIVE PLAN

The proposed outdoor amendments, which provide support for Garrett Hill restaurants and their adaptation to market adjustments and other circumstances, is supported by the Delaware County Comprehensive Plan/Economic Development Plan. The Plan's goals support adaptation to the changing market needs of businesses.

STAFF RECOMMENDATIONS

Outdoor dining should not be allowed in any instance that creates or exacerbates a code nonconformity.

The residential buffer should apply to all types of single-family dwelling units including attached (row/townhome), semidetached (twin), as well as detached. Additionally, the Township should clarify if the 50' residential buffer is measured from the residential property line or from the residential dwelling structure.

Consideration should be given to providing a means for allowing, while also mitigating impacts of, outdoor dining within the GH-CR district in the event an existing restaurant is within 50' of an

Date: July 15, 2021
File No.: ZA-34-7000-12-13-21

REMARKS (continued):

existing single-family dwelling. It is recommended that such mitigating measures could include solid fencing to dampen sound/light pollution, prohibition of outdoor music (both live and via sound system), and limited hours of operation for the outdoor dining area. Staff does support the 50' outdoor dining setback as written, for any new restaurants proposed after the date of this amendment's adoption.

The Township should coordinate with PennDOT regarding any applicable State right-of-way requirements.

TEXT AMENDMENT FINDINGS

Staff finds the Township's proposed adjustment of its height requirements for buildings within the Garrett Avenue Neighborhood as reasonable. Additionally, suggested clarifications/amendments have been offered for the proposed outdoor dining provisions. Inclusion of outdoor dining provisions for Garrett Hill - Conestoga Road and the elimination of the prohibition of outdoor dining within the rest of the Garrett Hill districts will provide the potential for new local business opportunities and economic growth, however, it must be done in a way that is sensitive to impacts on the surrounding residential community.

ADOPTION

In accordance with Section 609(g) of the PA Municipalities Planning Code, an executed copy of the amendment must be forwarded to the County Planning Department within thirty (30) days of enactment.

Radnor Township



PROPOSED LEGISLATION INTRODUCTION

FROM: Kevin W. Kochanski, Community Development Director
SUBJECT: Garrett Hill – Zoning Ordinance Amendment
DATE: September 3, 2021

LEGISLATION:

Ordinance #2021-07 Amending Chapter 280 of the Radnor Code, Zoning Ordinance, to permit a 5' increase in building height in the Garrett Hill Garrett Avenue Neighborhood (GH-N) and Garrett Hill Garrett Avenue (GH-GA) Districts. In addition, outdoor dining would be permitted in the Garrett Hill Conestoga Road (GH-CR) District.

LEGISLATIVE HISTORY:

This ordinance was authorized to be forwarded to the Township and County Planning Commissions for review and comments.

Delaware County Planning Commission – County staff was supportive, with comments, of the proposed amendment per their memo dated July 15, 2021. Their recommendation is attached.

Radnor Township Planning Commission – The Township Planning Commission recommended approval at their July 13, 2021 meeting. Their recommendation is attached.

FISCAL IMPACT:

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

RECOMMENDED ACTION:

The Staff would respectfully recommend that this Ordinance be Introduced on September 13, 2021, and a hearing date of October 18, 2021 be set for possible adoption.

Thank you for your consideration.

(Removed 9/13/2021)

F. Ordinance 2021-10 – (Introduction) -
Providing for the Amendment of Article XXVIII of
the Zoning Ordinance of the Township of Radnor;
Providing for Definitions; Establishing Certain
General and Specific Standards Relating to the
Locations, Placement, Construction and
Maintenance of Tower-Based Wireless
Communications Facilities, Non-Tower Wireless
Communications Facilities, and Small Wireless
Communications Facilities; Providing Further for
the Regulation of Such Facilities within the Public
Rights-Of-Way and Outside the Public Rights-Of-
Way; Providing for the Enforcement of Said
Regulations; and Providing for an Effective Date.

ORDINANCE NO. 2021-11

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE FIRST AMENDMENT TO LAND LEASE AGREEMENT BETWEEN THE TOWNSHIP OF RADNOR AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

WHEREAS, Radnor Township and Cellco Partnership, d/b/a Verizon Wireless previously entered into a Land Lease Agreement dated March 25, 1997, for a portion of property owned by Radnor Township for the installation of utilities at the property located at 301 Iven Avenue, Wayne, PA; and

WHEREAS, Cellco Partnership, d/b/a Verizon Wireless desires to extend the term of its lease for four (4) additional extension terms of five (5) years each; and

WHEREAS § 3.01 of the Radnor Township Home Rule Charter permits the lease of real property by the Township for a term in excess of three years by ordinance.

NOW, THEREFORE, be it hereby *ENACTED* and *ORDAINED* that the Radnor Township Board of Commissioners hereby approves the Land Lease Agreement with Cellco Partnership, d/b/a Verizon Wireless, effective October 1, 2021 for a four (4) additional extension terms of five (5) years each, a copy of which is attached hereto and incorporated herein.

ENACTED AND ORDAINED this ____ day of October, 2021.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William White, Secretary

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement, hereinafter referred to as the "Amendment", is made this _____ day of _____, 2021 (the "Effective Date"), between Radnor Township, a Pennsylvania municipal corporation, with its principal office located at 301 Iven Avenue, Wayne, Pennsylvania 19087, hereinafter referred to as "Lessor", and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "Lessee". At times, Lessor and Lessee may be referred to collectively as "the Parties".

WITNESETH

WHEREAS, the Parties entered into that certain Land Lease Agreement dated March 25, 1997 (the "Agreement"), whereby Lessee leased a portion of the property owned by Lessor, together with rights of ingress and egress and for the installation of utilities at the property located at 301 Iven Avenue in Radnor Township, Wayne, Delaware County, Pennsylvania (the "Property"), said Property identified as Parcel Number 22-04300029940 Map 36-22 on the Delaware County Tax Map, designated as Delaware County Folio Number 36030163410, and being further identified in Deed Book Volume 37 at Page 1380 as recorded in the office of the Delaware County Recorder of Deeds; and

WHEREAS, Lessee desires to make extend its tenancy at the Property and to make certain other changes to the Agreement, to all of which Lessor is amenable.

NOW, THEREFORE, in exchange for the promises hereinafter made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereby agree that, in addition to the original four (4) five (5) year extension terms provided for in section 4 of the Agreement, the Agreement shall automatically be further extended for four (4) additional extension terms of five (5) years each unless Lessee terminates the Agreement by giving Lessor written notice of its intention to so terminate at least six (6) months prior to the end of the then-current extension term. The Parties hereby stipulate that such additional extension terms shall run as follows: (i) fifth (5th) extension term October 1, 2021 – September 30, 2026; (ii) sixth (6th) extension term October 1, 2026 – September 30, 2031; (iii) seventh (7th) extension term October 1, 2031 – September 30, 2036; and (iv) eighth (8th) extension term October 1, 2036 – September 30, 2041.
2. As of the Effective Date, Section 6 of the Agreement is further amended by the addition of the following:

“If at the end of the eighth (8th) five (5) year extension term this Lease has not been terminated by either Party by giving to the other Party written notice of an intention to terminate it at least three (3) months prior to the end of such term, then this Agreement shall continue in force upon the same covenants, terms and conditions for a term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other Party written notice of an intention to terminate it at least three (3) months prior to the end of such term. Annual rental for each year of any such additional term(s) shall be equal to 103.5% of the rental paid for the immediately preceding year.”

3. Notwithstanding anything to the contrary in the Agreement, the Parties hereby agree that the annual rental for each year of the fifth (5th) five (5) year extension term commencing October 1, 2021 and for each year of each subsequent five (5) year extension term thereafter shall be equal to one hundred three and one-half percent (103.5%) of the annual rental payable for the immediately preceding year.

4. As of the Effective Date hereof, Section 18 of the Agreement is hereby amended such that (i) notices may be sent by either party to the other via commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender and (ii) written notices to Lessee shall be sent to Lessee at the following address: “Cellco Partnership d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate”.

5. The following provision is hereby added to the Agreement as a new Section 26:

“TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or

billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE."

6. TOWER LEASE. Notwithstanding anything in the Agreement to the contrary, the Parties acknowledge that the Agreement is contingent upon the continuation of that certain Lease of Site for Communications Facilities dated November 7, 1996 (the "Tower Agreement"), originally between LESSEE and Adelphia Cablevision Associates of Radnor, L.P., and its successors and assigns, as such Tower Agreement may have been amended from time to time. If for any reason such Tower Agreement expires or is otherwise terminated by either party thereto, then the Agreement shall be coterminous and, at LESSEE's sole discretion and upon written notice to LESSOR, the Agreement shall also terminate effective on the same date as the termination date of the Tower Agreement or on another date of LESSEE's choosing.

7. Except as modified herein, all other terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect. In the event of any conflict between the Agreement and the provisions of this Amendment, the provisions herein shall prevail and shall supersede conflicting terms and conditions, if any. This First Amendment may be executed in electronic signatures transmitted and received via electronic transmission of a scanned document (e.g., pdf, DocuSign or similar format) are true and valid signatures for this First Amendment and, shall have the same force and effect as original ink signatures, and shall bind the Parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the date and year first above written.

Lessor:

Witness:

Radnor Township
A Pennsylvania municipal corporation

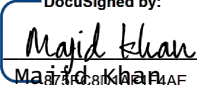
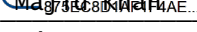
By: _____
William White
Its: Township Manager
Date: _____

Name: _____

Lessee:

Witness:

Cellco Partnership d/b/a Verizon Wireless

By:  _____
Name:  _____
Title: Director - Tristate Network Engineering
Date: Jun 14, 2021

Name:  _____


RESOLUTION NO. 2021-101

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZING THE PAYMENT OF A CHANGE ORDER FOR THE
CONSULTING, DESIGN AND CONSTRUCTION SERVICES FOR THE
VALLEY CREEK STREAM BANK STABILIZATION AT ROBINHOOD ROAD,
TO GANNETT FLEMING, INC., IN THE AMOUNT OF \$42,000**

WHEREAS, the emergency situation has been addressed through a temporary stabilization of Valley Run at 790 Robinhood Road;

WHEREAS, the permanent solution is needed and is currently being designed; and

WHEREAS, beyond the original authorization, several additions and requirements have had to be met, and Gannett Fleming, Inc. has continued to update the design accordingly.

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize the Payment of a Change Order for the Consulting, Design and Construction Services for the Valley Creek Stream Bank Stabilization at Robinhood Road, to Gannett Fleming, Inc., in the amount of \$42,000.

SO RESOLVED this 13th day of September, A.D., 2021.

RADNOR TOWNSHIP

By: _____
Name: John Larkin
Title: President

ATTEST:

William M. White
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: September 7, 2021

TO: Radnor Township Board of Commissioners

FROM: Dennis P. Capella, Engineering - Project Manager

CC: William M. White, Township Manager
Stephen F. Norcini, P.E., Township Engineer

LEGISLATION: Resolution No. 2021-101 - Authorizing the Payment of a Change Order for the Consulting, Design and Construction Services for the Valley Creek Stream Bank Stabilization at Robinhood Road, to Gannett Fleming, Inc., in the amount of \$42,000

LEGISLATIVE HISTORY: This change order has not been before the Board of Commissioners previously.

PURPOSE AND EXPLANATION: The severe storm in August 2020 resulted in a dangerous condition at the residence at 790 Robinhood Road, and the Township undertook a temporary emergency stabilization of Valley Run at the residence. Following the emergency work, a permanent solution is needed. With Resolution No. 2020-93, the Commissioners authorized Gannett Fleming, Inc. to complete the design and permitting of an extension of the culvert under Robinhood Road and associated improvements. During this design work, several additions and revisions were required beyond those initially authorized, including modifications resulting from material selection and the design of a sanitary sewer system. Furthermore, additional PADEP permitting and modeling requirements had to be met, and surveying and property line development was needed for easements. Finally, the project requires final bid document preparation. Attached is the letter outlining the additional work.

IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, a requisition will be entered into the financial system and the change order will be signed.

FISCAL IMPACT: The project cost is to be funded through the Stormwater Fund.

RECOMMENDED ACTION: *Staff requests the Board of Commissioners of Radnor Township to authorize the payment of this Change Order for the Consulting, Design and Construction Services for the Valley Creek Stream Bank Stabilization at Robinhood Road, to Gannett Fleming, Inc., in the amount of \$42,000.*



*Excellence Delivered **As Promised***

September 7, 2021

Stephen F. Norcini, P.E.
Township Engineer
Radnor Township
301 Iven Avenue
Wayne, PA 19087

Dear Steve:

Robinhood Road Culvert Repairs
Change Order #1

Gannett Fleming, Inc. is pleased to submit the following scope of work and cost proposal for providing engineering services for Change Order #1 for the emergency repair of the Robinhood Road Culvert and Streambank Restoration. This Change Order is in addition to the based Scope of Work previously approved (\$145,000) and is outlined below.

I. SCOPE OF WORK (Additional)

Structural/Civil:

1. Additional survey research for property lines and establishment of control points for general plan, including deed research and plotting of neighboring properties.
2. Preparation of easements (temp and final).
3. Additional field view and detail/spec for condition evaluation and invert lining of existing pipe culvert and resulting repairs.
4. Additional design and detailing for thrust blocks as a result of pipe bend revisions/
5. Additional coordination with Contech for material selection and detailing of pipe bends.
6. Multiple revisions to the sanitary design.
7. Weekly project status meetings during design.
8. Completion of final bid documents for public bidding of project.

Environmental:

- 1) Use of authorized Emergency Permit was unacceptable to PADEP to construct permanent fix resulting in substantial added effort, including additional field investigations and survey.
- 2) Due to height of proposed wall, the project did not qualify for a PADEP General Permit and was required to be authorized using a USACE Joint (Small Projects) Permit Application.
- 3) Additional Hydraulic modeling in excess of the standard H & H at the request of the PADEP to establish a 100yr floodplain that did not exist on FEMA mapping.
- 4) Coordination with the PADEP and response to questions regarding the permit submission as well as weekly calls/emails in order to determine status of the permit issuance.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402

t: 610.650.8101 • f: 610.650.8190

www.gannettfleming.com

II. COST

The cost for completing the additional work is as outlined below:

<u>Total Cost - Change Order #1</u>	\$42,000
<u>Total Estimated Cost – Culvert Extension</u>	\$187,000

Costs are estimated, and additional meetings, presentations, or additional requested out of scope services exceeding the estimated price will be billed in accordance with our current approved rate schedule.

If you have any questions concerning our proposal, please contact me.

Very truly yours,

GANNETT FLEMING, INC.



Roger A. Phillips, P.E.
Senior Associate

RESOLUTION NO. 2021-102

A RESOLUTION OF RADNOR TOWNSHIP, AUTHORIZING AWARD OF THE CONTRACT FOR PERMITTING, DESIGN, BIDDING DOCUMENTS, AND CONSTRUCTION SERVICES FOR CROSSWALK IMPROVEMENTS TO THE INTERSECTION OF SOUTH DEVON AVENUE AND CONESTOGA ROAD TO GILMORE & ASSOCIATES, INCORPORATED, IN THE AMOUNT OF \$17,000. DELAWARE COUNTY, PENNSYLVANIA,

WHEREAS, there is an existing, undocumented, crosswalk at the intersection of South Devon Avenue and Conestoga Road.

WHEREAS, the Township wishes to bring this crosswalk up to today's standards, including pavement markings and ADA curb ramps

WHEREAS, Gilmore and Associates has submitted a proposal for the design, permitting, and construction services for said crosswalk

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize the Award of the Contract for Permitting, Design, Bidding Documents, and Construction Services for Crosswalk Improvements to the Intersection of South Devon Avenue and Conestoga Road to Gilmore & Associates, Incorporated, in the Amount of \$17,000.

SO RESOLVED this 13th day of September, A.D., 2021.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: September 14, 2021

TO: Radnor Township Board of Commissioners

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

CC: William M. White, Township Manager

LEGISLATION: Resolution 2021-102: Award of the Contract for Permitting, Design, Bidding Documents, and Construction Services for Crosswalk Improvements to the Intersection of South Devon Avenue and Conestoga Road to Gilmore & Associates, Incorporated, in the Amount of \$17,000.

LEGISLATIVE HISTORY: This topic has not been before the Board of Commissioners previously.

PURPOSE AND EXPLANATION: The crosswalk at South Devon Avenue and Conestoga Road is not up to today's standards, yet it is used frequently by pedestrians to cross the heavily travelled Conestoga Road.



The current crosswalk does not meet ADA accessibility standards, nor are the pavement markings noticeable to oncoming traffic.

IMPLEMENTATION SCHEDULE: Pending Commissioners approval, Gilmore and Associates will begin the design and permitting process immediately.

FISCAL IMPACT: *This project is not budgeted; the Commissioners will have to determine the funding mechanism for the \$17,000.*

RECOMMENDED ACTION: I respectfully request the Board of Commissioners Award of the Contract for Permitting, Design, Bidding Documents, and Construction Services for Crosswalk Improvements to the Intersection of South Devon Avenue and Conestoga Road to Gilmore & Associates, Incorporated, in the Amount of \$17,000.



September 3, 2021

File No. 21-08088

Stephen F. Norcini, P.E.
Radnor Township Engineer
301 Iven Avenue
Wayne, PA 19087

Reference: Conestoga Road (S.R. 1019) & S. Devon Avenue (Crosswalk)
Project Cost Estimate, Project Timeline and Service Agreement
Radnor Township, Delaware County, PA

Dear Mr. Norcini:

During our recent discussions, Gilmore & Associates, Inc. (G&A) was requested to provide a service agreement, construction cost estimate, and construction timeline to complete the permitting and construction of ADA-compliant crosswalk improvements at the intersection of Conestoga Road (SR 1019) and South Devon Avenue in Radnor Township, PA. We offer the following information for consideration and approval by the Board of Commissioners at the upcoming business meeting.

PROJECT COSTS

In addition to the service agreement provided at the end of this letter, we offer the following construction cost estimates based on the most recent probable cost as shown in Table 1 below:

Table 1: ADA Compliant Crosswalk Construction Costs

Project Costs	Survey/Design/Permit Costs	Construction Costs	Contingency Costs	Bid Docs/ Construction Administration Costs	Project Total Costs
BASIC SERVICES	\$13,500.00	\$42,000.00	\$6,000.00	\$3,500.00	\$65,000.00

PROJECT TIMELINE

The timeline associated with this project requires coordination with and approval by PennDOT due to the crossing of the State Road. We anticipate the following timeline based upon *Notice to Proceed* received following passage of the resolution by the Board of Commissioners at the next business meeting. (Includes assumed review time by PennDOT)

- Task 1. Obtain Approvals from PennDOT (approx. 5 months):
 - Assumes Notice to Proceed (NTP) received following resolution passage by BOC.
 - 1st G&A submission to PennDOT (45 days after NTP)
 - 45 day review period by PennDOT
 - 2nd G&A submission to PennDOT (30 days after review comments received from PennDOT)
 - 30 Day review by PennDOT
- Task 2. Obtain permission to advertise, obtain bids and award bids (approx. 3 months)
- Task 3. Construction (approx. 3 months)

The approximate timeline for this project is 11 months from notice to proceed.

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

Please note: The Service Agreement with G&A follows this letter and awaits your signature as notice to proceed.

If you have additional questions or require follow up on this discussion, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Damon Drummond".

Damon Drummond, P.E., PTOE
Senior Transportation Engineer

CC: Dennis Capella, Project Manager, Radnor Township
Leslie Salsbury, P.E., Gilmore & Associates, Inc.

**Service Agreement for
Conestoga Road (S.R. 1019) & South Devon Avenue (ADA-compliant Crosswalk)**

Per your request, Gilmore & Associates, Inc. (G&A) will provide Engineering Services for design and approval through PennDOT.

G&A Engineering Services include the following items:

I. BASIC SERVICES

- A. Conduct survey of the intersection of Conestoga Road (SR 1019) and South Devon Avenue for a crosswalk crossing the northwest leg of the intersection and subsequent ADA ramps.
- B. Determine ROW at the intersection to identify possible need for temporary construction easements.
- C. Prepare Highway Occupancy Permit and ADA ramp plans. Plan sheets are anticipated to include the following:
 - i. Title sheet
 - ii. Construction plan sheet(s)
 - iii. Detailed ramps drawings at 1"=5' scale showing slope and spot elevations (Assumes 2 ADA ramps)
 - iv. Detail sheet
 - v. Maintenance and Protection of Traffic sheet (Figures)
 - vi. Assumes one resubmission

Subtotal: \$13,000.00

- D. Construction and Post Construction Inspection services as follows:

- i. Prepare Bid documents
- ii. Provide project coordination with Contractor, Township, and PennDOT and during construction to discuss design inquiries. One pre-bid/field meeting is assumed.

Subtotal: \$3,500.00

Gilmore & Associates, Inc. shall provide the services outlined above under **BASIC SERVICES for a not-to-exceed fee of \$16,500.00** subject to the following conditions:

- I. Fees are based on acceptance of this contract agreement within the next 30 days. Gilmore & Associates, Inc. reserves the right to adjust the cost of these services in accordance with increases in company billing rates if this Contract Agreement is not accepted within 30 days. The fees assume the completion of all professional services within 12 months from the date of contract execution. In the event the professional services are not completed within 12 months from the date of Contract Agreement execution, Gilmore & Associates, Inc. reserves the right to adjust the cost of the remaining services in accordance with increases in company billing rates.
- II. Method of Payment - Invoices shall be submitted on a monthly basis and are due upon receipt. Payment is due upon presentation of an invoice and is past due thirty (30) days from invoice date. Client will be assessed a service charge of one and one-half (1-1/2) percent per month (18% per annum) or a fraction thereof on past due payments.

- III. It is assumed the equipment will be located within PennDOT or Township ROW and there will be no need for additional ROW or an easement. If ROW is unavailable, easement documents can be prepared for additional cost.
- IV. This assumes PennDOT will not request additional information or modifications outside of this anticipated scope. Items requested outside this anticipated scope may involve additional cost and will be identified and discussed with the Township Engineer prior to proceeding.

Thank you for your continued consideration of Gilmore & Associates, Inc. We look forward to the successful completion of this project in Radnor Township. In the meantime, please do not hesitate to contact me with any questions or comments you may have.

Sincerely,



Damon Drummond, P.E., PTOE
Senior Transportation Engineer
Gilmore & Associates, Inc.
ddrummond@gilmore-assoc.com

Authorization to proceed:

Authorized Signature

Date

Purchase Order Number

**RADNOR TOWNSHIP, MUNICIPALITY OF DELAWARE COUNTY
COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION 2021-96 OF RADNOR TOWNSHIP SPONSORING DARBY CREEK
VALLEY ASSOCIATION APPLICATION FOR DARBY-COBBS WATERSHED PLAN**

WHEREAS, the Township of Radnor of the County of Delaware, Commonwealth of Pennsylvania, has determined the importance of developing a watershed management plan for the Darby-Cobbs Watershed. Radnor Township believes in the preservation and protection of the natural and cultural environment of the County and understands how important it is to plan for the protection and enhancement of the watershed for the benefit of the residents and businesses; and

WHEREAS, Radnor Township is offering to sponsor the Darby Creek Valley Association proposal to Delaware County to fund its watershed management plan;

WHEREAS, in furtherance of such action, Radnor Township will lend its support in sharing information with its residents and providing feedback on draft plans; and

NOW THEREFORE, BE IT RESOLVED by the Township of Radnor of the County of Delaware, Pennsylvania, will sponsor Darby Creek Valley Association's application to the open space fund for planning.

Adopted this 13 day of September, 2021, by the Township of Radnor of the County of Delaware, Pennsylvania.

RADNOR TOWNSHIP

By: _____
Jack Larkin
President

ATTEST: _____
William M. White
Township Manager/Secretary

RESOLUTION NO. 2020-103

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZING THE PAYMENT OF A CHANGE ORDER FOR THE
CONSULTING, DESIGN AND PERMITTING FOR THE
KING OF PRUSSIA ROAD AND EAGLE ROAD
INTERSECTION
TO ASSOCIATED ENGINEERING CONSULTANTS, INC.,
IN THE AMOUNT OF \$9,000**

WHEREAS, the King of Prussia Road/Eagle Road/Pine Tree Road intersection requires improvements

WHEREAS, the project is near the completion of design in order to advertise for sealed bids; and

WHEREAS, several design changes have been required of Associated Engineering Consultants and its subcontractor Traffic Planning and Design, Inc.

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize the Payment of a Change Order for the Consulting, Design and Permitting for the King of Prussia Road and Eagle Road Intersection to Associated Engineering Consultants, Inc., in the amount of \$9,000.

SO RESOLVED this 13th day of September, A.D., 2021.

RADNOR TOWNSHIP

By: _____
Name: John Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: September 7, 2021

TO: Radnor Township Board of Commissioners

FROM: Dennis P. Capella, Engineering - Project Manager

CC: William M. White, Township Manager
Stephen F. Norcini, P.E., Township Engineer

LEGISLATION: Resolution 2021-103 - Authorizing the Payment of a Change Order for the Consulting, Design and Permitting for the King of Prussia Road and Eagle Road Intersection to Associated Engineering Consultants, Inc., in the amount of \$9,000

LEGISLATIVE HISTORY: This change order has not been before the Board of Commissioners previously.

PURPOSE AND EXPLANATION: With Resolution No. 2018-09 the Commissioners authorized the application by Associated Engineering Consultants, Inc. (AEC) for a PennDOT Multimodal Transportation Fund grant for the King of Prussia Road – Eagle Road – Pine Tree Road intersection improvements, since awarded in an amount of \$1,302,979.00. With Resolution No. 2020-57, the Commissioners authorized the civil engineering services contract for the project to AEC. With Resolution No. 2021-63, the Commissioners authorized the advertisement for sealed bids. Other resolutions have been required to administer Aqua and other PennDOT requirements. During completion of this work, several design changes and related work was required by AEC and its subcontractor, Traffic Planning and Design, Inc. Attached is the letter outlining the additional work. As with previously authorized financing for this project, the cost for this change order will be divided evenly between the Radnor Township, Cabrini University and Eastern University.

IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, a requisition will be entered into the financial system and the change order will be signed.

FISCAL IMPACT: The project cost is to be funded by grants and General Obligation Bond proceeds.

RECOMMENDED ACTION: *Staff requests the Board of Commissioners of Radnor Township to authorize the payment of this Change Order for the Consulting, Design and Permitting for the King of Prussia Road and Eagle Road Intersection to Associated Engineering Consultants, Inc., in the amount of \$9,000.*

RESOLUTION NO. 2021-95

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF TWO GRANT APPLICATIONS TO THE DELAWARE COUNTY GREEN WAYS MUNICIPAL GRANT PROGRAM FOR THE RADNOR TRAIL EXTENSION PROJECT

WHEREAS, the planning grants may be used by the municipality for planning services related to conservation, trails, park improvements, maintenance, stewardship, natural resource management, design, feasibility studies, and other related planning activities for open space conservation, trails, and park and recreation facility improvements; and

WHEREAS, the grants may be used by the municipality for the improvement or acquisition of municipal recreation land or for planning services for such activities; and

WHEREAS, the municipality of Radnor Township, Delaware County, Pennsylvania desires to participate in the Delaware County Open Space and Green Ways Municipal Grant Program in order to help fund the Radnor Trail Extension Project; and

WHEREAS, the municipality will have available any and all additional funding needed to complete the project,

NOW, THEREFORE, it is hereby RESOLVED by the Board of Commissioners of Radnor Township, as follows:

1. That the municipality of Radnor Township, Delaware County, Pennsylvania, hereby approves the filing of applications for Delaware County Municipal Grant Program assistance:
 - Planning & Design, to address the need for additional environmental testing to determine necessary remediation of arsenic identified along the Radnor Trail Extension
 - Connect, to address arsenic remediation and final design and construction of the Radnor Trail Extension
2. That is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

SO RESOLVED this 13th day of September, 2021.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Township Manager / Secretary

Radnor Township



PROPOSED LEGISLATION

DATE: September 3, 2021
TO: Board of Commissioners
FROM: Stephen F. Norcini, P.E., Township Engineer

LEGISLATION: Resolution #2021-95 Authorizing the Execution of two (2) Grant Applications to the Delaware County Green Ways Municipal Grant Program ("Green Ways Program") (Round 2) for the Radnor Trail Extension Project. Township Staff will administer and prepare the necessary grant documentation in cooperation with Campbell Thomas & Co. (the Architectural Firm that is designing, administrating, and overseeing of the planning and development of the expanded trail system) and will coordinate the project if approved by the Board of Commissioners and subsequent granting authorities.

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

Legislative history related to the Radnor Trail Extension project:

- April 25, 2016 – Resolution No. 2016-58 Awarding Trail Design Services to Campbell Thomas for Design, Administration and oversight of the Township Trail Project
- March 27, 2017 – Resolution No. 2017-58 - Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program (DCNR C2P2) for the Radnor Trail Extension Project.
- April 23, 2018 – Resolution No. 2018-43 Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program (DCNR C2P2) as well as the Grant Application to the Pennsylvania Department of Community and Economic Development Greenways, Trails and Recreation Program (DCED GTRP) for the Radnor Trail Extension and Cappelli/Encke Park Trail Head Parking and Trail Links Project [AWARDED \$50,000].
- March 25, 2019 – Resolution No. 2019-24 Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program (DCNR C2P2) for Greenways, Trails, and Recreation Program Grant for the Radnor Trail Extension [AWARDED \$232,000].
- July 15, 2019 – Resolution No. 2019-72 – Authorizing the Execution of a Grant Application to the Department of Community and Economic Development for the Radnor Trail Extension Project
- March 9, 2020 – Resolution 2020-37 authorizing change order to complete consulting, design and construction services to Campbell Thomas & Company

PURPOSE AND EXPLANATION: Radnor Township has the opportunity to execute two (2) grant applications through the Green Ways Program for the Radnor Trail Extension. The first application, Planning & Design, will specifically address the need for additional environmental testing to determine necessary remediation of arsenic identified along the Radnor Trail Extension (required as part of the design and engineering phase services). The second application, Connect, will address arsenic remediation and final design and construction of the Radnor Trail Extension.

The construction of the Radnor Trail Extension will include a new at-grade crossing of Radnor-Chester Road, a new ADA compliant trail access ramp on the eastern side of the road, and a new 12-ft. wide multi-use trail extension, as well as the necessary environmental remediation identified at the site. The pedestrian crosswalk, ADA compliant trail ramp, and multiuse trail extension will connect directly to the 2.4-mile long Radnor Multipurpose Trail to the west and TAP Trail to the north-east. The proposed trail extension will exist entirely

within PennDOT property and will directly provide new access to Martha Browns Woods and adjacent residents. The Radnor Trail Extension's connection to the existing Radnor Trail and TAP trail provide access to additional resources such as the Radnor Township Building, Cappelli and Encke Parks, Radnor Regional Train Station and SEPTA Norristown High-Speed Line, Radnor High School, and commercial resources on Lancaster Avenue.

The Radnor Trail Extension will also serve as a key segment of the 27-mile-long Valley Forge to Heinz Refuge Trail which Delaware County has designated as part of its primary trail network and DCNR has designated as a regionally significant greenway and Priority II Trail that connects multiple communities. The Valley Forge to Heinz Refuge Trail / Radnor Trail Extension is also an important part of the Circuit Trail Network, a planned regional trail network of over 800 miles of multi-purpose trails located throughout the nine county Philadelphia Metropolitan area. Circuit Trails provide equitable transportation options for all users and connect our communities with the outdoors, places of work, places to shop, and many other important destinations. The development of the Radnor Trail Extension will allow more county residents to access the Circuit and enjoy these benefits.

FISCAL IMPACT: There is no direct fiscal impact or financial obligation to authorizing the execution of a grant application to Delaware County for the Radnor Trail Extension. The Township will only accept the term of the proposed Green Ways Program if awarded. For the first application, Planning and Design, Radnor Township will request grant funding in an amount not to exceed \$100k. For the second application, Connect, Radnor Township will request grant funding in an amount not to exceed \$500K. The Green Ways Program does not require matching funds. If awarded, the grant funding from the Green Ways Program may serve as matching funds for the DCED GTRP and DCNR C2P2 grants already awarded to the Township.

RECOMMENDED ACTION: The Administration respectfully requests the Board to approve Resolution #2021-95 authorizing the execution of two (2) grant applications to the Delaware County Green Ways Municipal Grant Program for the Radnor Trail Extension Project.

RESOLUTION NO. 2021-82

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZING THE AWARD OF THE CONTRACT FOR
DESIGN, ENGINEERING AND PERMITTING FOR
THE KING OF PRUSSIA ROAD SEPTA BRIDGE WARNING SYSTEM,
TO GILMORE & ASSOCIATES, INC., IN THE AMOUNT OF \$25,500.00**

WHEREAS, The Amtrak bridge over King of Prussia Road between Radnor Chester Road and Matsonford Road has been struck over 120 times in the last ten years by oversized vehicles trying to pass under the 10' 10" clearance bridge;

WHEREAS, Increasing the quantity and size of the signage alerting drivers to the bridge height has been unsuccessful in reducing the number of bridge strikes

WHEREAS, Gilmore & Associates, Inc. has provided a proposal for professional engineering services to perform the design, engineering and permitting of a pole and mast arm system to alert truck drivers of the bridge height.

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Award of the Contract for Design, Engineering and Permitting for the King of Prussia Road AMTRAK Bridge Warning System, to Gilmore & Associates, Inc., in the Amount of \$25,500.

SO RESOLVED this 13th day of September, A.D., 2021.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST:

William M. White
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: September 8, 2021

TO: Radnor Township Board of Commissioners

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

CC: William M. White, Township Manager
Dennis P. Capella, Engineering Project Manager

LEGISLATION: Resolution #2021-82: Authorizing the Award of the Contract for Design, Engineering and Permitting for the King of Prussia Road AMTRAK Bridge Warning System, to Gilmore & Associates, Inc., in the Amount of \$25,500.

LEGISLATIVE HISTORY: This item has not been before the Commissioners previously.

PURPOSE AND EXPLANATION: The Amtrak bridge over King of Prussia Road between Radnor Chester Road and Matsonford Road has been struck over 120 times in the last ten years by oversized vehicles trying to pass under the 10' 10" clearance bridge. The bridge strikes cause:

- Possible threat to life and limb of the truck driver and oncoming motorists
- Use of Police, Fire, and staff time for each strike
- Traffic congestion due to the bridge being blocked
- Possible damage to the AMTRAK bridge

Gilmore & Associates has provided cost proposal to provide design, permitting, and bid documents services for the installation of **two (2) devices**, to be located on King of Prussia Road and consisting of:

- A pole and mast arm (like a traffic signal)
- Flashing signal beacons
- Signage that will be suspended over the travel lane from the mast arm, which will physically let the driver know the truck is over height.

IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, a purchase order will be processed, and work will begin immediately.

FISCAL IMPACT: The project is currently not funded; the Board of Commissioners, if it so pleases them, will have to determine the funding source for design at \$25,500. The estimated cost of construction is \$100,000 for the two mast arms.

RECOMMENDED ACTION: *Staff requests the Board of Commissioners of Radnor Township to authorize the Award of the Contract for Design, Engineering and Permitting for the King of Prussia Road AMTRAK Bridge Warning System, to Gilmore & Associates, Inc., in the Amount of \$25,500.*



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 15, 2021

File No. 21-07038

Stephen F. Norcini, P.E.
Radnor Township Engineer
301 Iven Avenue
Wayne, PA 19087

Reference: King of Prussia Road
Project Cost Estimate, Project Timeline and Service Agreement
Radnor Township, Delaware County, PA

Dear Mr. Norcini:

During our recent discussion, we were requested to provide a service agreement, construction cost estimate, and construction timeline to complete the permitting and construction to install a Bridge Warning Device along King of Prussia Road near the SEPTA bridge in Radnor Township, PA. We offer the following information for consideration and approval by the Board of Commissioners at the upcoming business meeting.

PROJECT COSTS

Per discussions with PennDOT, the warning system is to consist of two new overhead mast arms (one in each direction) with flashing signal beacons. Prior to the bridge, signage will be suspended over the travel lane from the mastarms, physically demonstrating the available vertical height clearance. In addition to the service agreement provided at the end of this letter, we offer the following construction cost estimate based on the most recent probable cost as shown in Table 1 below:

Table 1: *Construction Costs*

Project Costs	Design Costs (G&A)	Construction Costs Estimate	Contingency Costs	Inspection Costs/Admin Cost	Project Total Costs
BASIC SERVICES	\$17,500.00	\$ 86,000.00	\$13,500.00	\$8,000.00	\$125,000.00

PROJECT TIMELINE

The timeline associated with this project requires coordination and approval with PennDOT through a Traffic Signal Permit process. We anticipate the attached timeline based upon *Notice to Proceed* received following resolution passage by the Board of Commissioners at the next business meeting in August; understanding this is G&A's assumed turnaround time by PennDOT staff:

Design Costs include:

- Task A- Traffic Design Services
- Task B- Administrative Services (Pre-Post Construction)

Please note: The Service Agreement with G&A follows this letter and awaits your signature as notice to proceed.

If you have additional questions or require follow up on this discussion, please contact our office.

Sincerely,



Damon Drummond, P.E., PTOE
Senior Transportation Engineer

CC: Dennis Capella, Project Manager, Radnor Township
Leslie Salsbury, P.E., Gilmore & Associates

EXHIBIT "A"

**King of Prussia Road – Bridge Warning
Traffic Signal Warning Device Design
Radnor Township, Delaware County, PA
File No. 21-07038
July 15, 2021**

The bridge warning system is to be improved with installation of a mast arm on each approach prior to the bridge and ramps.

In support of this project, Gilmore & Associates, Inc. proposes the following **BASIC SERVICES**:

I. BASIC SERVICES

A. Traffic Design Services

B. Administrative Services (Pre- and Post-Construction)

These above listed **BASIC SERVICES** shall be understood to include the following:

A. Traffic Design Services

1. Prepare existing Roadway plans from aerial plans.
2. Research and establish Rights-of-Way.
3. Best establish the location of the rights-of-way based on the physical and written evidence obtained.
4. Best establish property parcel lines and/or use existing GIS parcel data. (Note: scope of work does not include performing boundary surveys for any parcels affected by this project.)
5. Prepare Traffic Signal Warning Device plans and supporting documentation for PennDOT Traffic Signal Permitting. The plans and documentation are anticipated to include the following:
 - a. Traffic Signal Warning Device Plan (1 Sheet)
 - b. Traffic Signal Construction Plan (1 Sheet)
 - c. Tabulation Sheet (1 Sheet)
6. Coordinate and include the required PennDOT TE-160 Form and Traffic Signal Permit Resolution which will be prepared for Township approval and signature.

7. Attend Traffic Signal Field Meetings: Assumes kick off meeting with staff and PennDOT to discuss design, one pole spot meeting with the Township and PennDOT in attendance, and one traffic signal turn on.
8. Prepare PennDOT HOP and Signal permits for construction.

Subtotal Cost: \$17,500

B. Administrative Services (Pre and Post Construction)

1. Provide Specifications/Bidding Documents for Radnor Township.
2. Preparation of Opinion of Probable Construction Costs.
3. Assistance with the bidding process.
4. Attendance at one pre-bid meeting and one pre-construction meeting.
5. Prepare As-Built Plans (i.e., field-locating improvements and preparing as-built record plans).
6. Review of shop drawings.
7. Provide required photos and documentation to enter into PennDOT's TSAMS system.

Subtotal Cost: \$8,000

II. CONDITIONS OF BASIC SERVICES

- A. The scope of **BASIC SERVICES** includes the preparation of the initial plan set and the preparation of (1) one resubmission, if necessary, per the review letter generated by the plan submissions unless otherwise specifically indicated above. Additional revisions required by the Township or another reviewing agency may require a change in scope of work, which will depend upon the extent of any additional comments.
- B. The scope of **BASIC SERVICES** does not include the preparation of Alternative Bid items. Alternative Bids required by the Township may require a change in scope of work, which will depend upon the extent of services to be provided for each Alternative item.
- C. The scope of **BASIC SERVICES** does not include construction support services such as attendance at construction meetings, addressing requests for information (RFIs), addressing field changes, shop drawing review or construction stakeout unless as indicated in Section 1.
- D. The scope of **BASIC SERVICES** does not include the preparation of an application for a Pennsylvania Department of Environmental Protection (PADEP) "NPDES Permit for Stormwater Discharges Associated with Construction Activities." A NPDES permit is not anticipated for this project.

- E. The scope of **BASIC SERVICES** assumes that no additional regulatory agency permits will be required outside of PennDOT and Radnor Township regarding the approval process.
- F. The scope of **BASIC SERVICES** does not include the right-of-way or easement acquisition process from the property owners. If right-of-way or easement acquisition is required, a separate contract will be need to be provided.
- G. The scope of **BASIC SERVICES** does not include stormwater management design services. There are not significant roadway surface improvements related to this project and stormwater-related design services are not anticipated for this project.
- H. The scope of **BASIC SERVICES** does not include coordination with the property owners in regards to obtaining permission and making the separate PennDOT HOP applications, if required. It is assumed that these applications will be performed by the Client and/or Owner.
- I. The scope of **BASIC SERVICES** does not include design of existing roadway improvements (i.e., shoulder improvements, lane widening, roadside swale improvements, etc.) outside of those specifically listed above.
- J. It is assumed that the project will be consistent with the provisions of the Municipality's Zoning Ordinance. As such, pursuit of zoning variances and supporting documentation are beyond the scope of **BASIC SERVICES**.
- K. Meeting attendance outside those specified in the scope of **BASIC SERVICES** will be billed as an out-of-scope service at the hourly rate of the individual attending the meeting.
- L. The scope of **BASIC SERVICES** does not include preparation of a Wetland Study, Floodplain Analysis, Water, Hydrogeologic, Traffic Impact Study, Historical, Archaeological, Environmental Site Assessment or Community Impact Assessment.
- M. It is understood that the Client will be responsible for all permit applications and/or review fees required by outside agencies.

EXHIBIT "B"

**King of Prussia Road – Bridge Warning
Traffic Signal Warning Device Design
Radnor Township, Delaware County, PA
File No. 21-07038
July 15, 2021**

The **FEES AND METHOD OF PAYMENT** for the services outlined in Exhibit "A" shall be as follows;

I. FEES AND METHOD OF PAYMENT

- A. The fee for providing the **BASIC SERVICES** as set forth herein shall be **\$25,500** and is based upon acceptance of this Contract Agreement within the next 30 days.

Gilmore & Associates, Inc. reserves the right to adjust the cost of these services in accordance with increases in company billing rates if this Contract Agreement is not accepted within 30 days. Further, it is noted that the Contract price set forth herein assumes the completion of all **BASIC SERVICES** outlined herein within 12 months from the date of an executed Contract Agreement. In the event the **BASIC SERVICES** outlined herein are not completed within 12 months from the date of the executed Contract Agreement, Gilmore & Associates, Inc. reserves the right to adjust the cost of the remaining services in accordance with increases in company billing rates.

In addition to the fee, the Client shall be responsible for miscellaneous costs (i.e. plan/document reproduction fees, postage, clerical, etc.) and attendance at meetings with regulatory agencies and the Client and/or his agents other than those specifically included in Exhibit A. Miscellaneous expenses will be billed in addition to the Contract amount and attendance at meetings will be billed based upon the hourly rate of those individuals attending said meetings.

- B. Fees for any services performed on this project which are not described in Exhibit "A" will require a Contract Agreement Change Order. The additional services will be described in the change order and the fee will be negotiated with the CLIENT and agreed to in writing by both parties prior to the commencement of said additional services.
- C. The standard terms and conditions attached hereto as Exhibit "C" shall be considered a part of this contract agreement.
- D. Method of Payment - Invoices shall be submitted on a monthly basis and are due upon receipt. Failure to receive payment within fifteen (15) days of the invoice date shall result in the ceasing of all services with regard to this project. Payment is due upon presentation of an invoice and is past due fifteen (15) days from invoice

date. Client will be assessed a service charge of one and one-half (1-1/2) percent per month (18% per annum) or a fraction thereof on past due payments.

1. DUTIES AND RESPONSIBILITIES

1.1 The Engineer (throughout these Terms and Conditions, Engineer shall include Gilmore & Associates, Inc. and its subconsultants) agrees to provide only those professional services specifically and expressly set forth in the Scope of Services portion of this Agreement. Unless specifically set forth in the Scope of Services, Engineer shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work. Under no circumstances shall Engineer have control over, or be in charge of, nor be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site.

1.2 In the event that the Engineer and Client have not executed this Agreement, the Client's authorization to Engineer to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

2. UNDERGROUND UTILITIES AND STRUCTURES

2.1 Client agrees to advise Engineer in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession which identify underground utilities, structures or features.

2.2 Client agrees to release Engineer from any liability to Client and to hold Engineer harmless in accordance with Paragraph 11.1 where subterranean utility lines and other underground structures or features which were not identified to Engineer as required by Paragraph 2.1 have been damaged.

3. RESTRICTIONS ON USE OF DOCUMENTS

3.1 It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD disks, prepared under this Agreement (collectively "Documents") are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer, whether the project for which they are intended is executed or not. Client shall, upon payment of all fees and reimbursable expenses due Engineer under this Agreement, be permitted to retain reproducible copies of the final versions of those Documents necessary for the execution of the Project ("Deliverables") for information and reference only in connection with the project for which the Documents were prepared. The Documents are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless Engineer is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to Engineer. Any use of the Documents or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Engineer is expressly prohibited. Such prohibited use is at the sole risk of the user and Engineer is released from any liability for damages arising from such use.

3.2 Client agrees that any Documents in Client's possession shall not be used and shall be returned promptly to Engineer, if Client is in default under this Agreement. Client agrees that Engineer may obtain injunctive relief to enforce this subparagraph.

3A. ACCEPTANCE, OWNERSHIP AND USE OF ELECTRONIC APPLICATIONS (This provision shall apply only to any GIS System included in Exhibit "A").

3A.1 Ownership and Use - It is understood and agreed that any and all map graphics, databases, reports, drawings, computer files, field data, notes or other documents, whether in printed form or in machine readable format created or prepared by Engineer under this Agreement are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer. However, at the end of the acceptance periods defined in Subparagraphs 3A.2 or 3A.3 and the payment of all fees and expenses due under this Agreement, Client shall have an irrevocable, non-exclusive license to use those components of the electronic applications including the map graphics and databases described in Exhibit "A" ("Deliverables") which have been delivered by Engineer pursuant to Subparagraphs 3A.2 and/or 3A.3.

3A.2 Acceptance Period for Interim Components - Upon receipt of each component part of the electronic application and the map graphics and databases at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the component application including the map graphics and databases. Engineer shall correct any deficiencies brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to that component of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.3 Acceptance Period for Final Delivery - Upon completion of the installation of all of the electronic applications and the map graphics and databases required by this Agreement at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the overall operation of the applications including the map graphics and databases. This final review and approval shall not include a re-review of the individual components reviewed and approved by Client pursuant to Subparagraph 3A.2. Engineer shall correct any deficiencies in the overall operation of the applications brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies,

Engineer shall not be responsible for making any further changes, revisions or corrections to any of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.4 Modification of Deliverables - Any changes, modifications, deletions or additions made to the electronic applications including the map graphics and/or databases by Client or any consultants retained by it (other than Engineer) are made at Client's sole risk and Engineer shall not have any liability for, and the Client releases Engineer from any claims or damages resulting from, such changes, modifications, deletions or additions.

4. STANDARD OF CARE

4.1 In performing the services required by this Agreement, Engineer shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Engineer makes no expressed or implied warranty beyond its commitment to conform to this standard.

5. OBSERVATION SERVICES

5.1 If expressly required under the Scope of Services, Engineer shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which Engineer prepared the Deliverables to determine in general if such work is being performed in a manner indicating that such work when completed will be in accordance with the Deliverables. Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, Engineer shall keep Client informed of the progress and quality of the work. Engineer's services do not include supervision or direction of the actual work of the contractor(s), their employees, agents or subcontractors. Client agrees to notify the contractor(s) accordingly. The contractor(s) shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by the Engineer shall excuse the contractor(s) for defects or omissions in his work.

5.2 Under no circumstances shall Engineer have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site. Engineer shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the Deliverables. Engineer shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the work.

5.3 It is further understood that the contractor(s) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observations at the site as set forth in Paragraph 5.1 by Engineer is not intended to include review of the adequacy of the contractor(s)'s safety measures at the construction site. The Engineer will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970 (including subsequent amendments), and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

6. TERMINATION, SUSPENSION

6.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms. This Agreement may be terminated by the Client upon at least seven (7) days written notice to Engineer in the event that the Project is permanently abandoned. In the event of any termination that is not the fault of Engineer, Engineer will be compensated for all services performed up to the time written notice of termination is actually received by Engineer, together with reimbursable expenses then due and reasonable Termination Expenses directly associated with the termination.

6.2 In the event of termination or suspension for more than three (3) months which occurs prior to completion of all services contemplated by the Agreement, the Engineer may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed up to the date of receipt of written notice of termination or suspension. Termination Expenses provided for above shall include all fees and costs incurred by Engineer in reporting, completed data, completing such analyses, records and reports.

7. INVOICES, PAYMENTS

7.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services.

7.2 Client shall promptly review Engineer's invoices. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Engineer within seven (7) days of Client's receipt of invoice. Any research required by Engineer in order to respond to questions raised regarding invoices shall be billable to Client at Engineer's standard hourly rates, if such questions are not raised within such seven (7) day period.

7.3 Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. Client agrees to pay a service charge of one and one-half (1 ½) percent

per month (18% per annum) or fraction thereof on past due payments under this Agreement.

7.4 Timely payment to the Engineer in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Engineer. If the Client fails to make payment when due Engineer for services and expenses, the Engineer may, at its option and without prejudice to its right to terminate as described above, upon seven days written notice to the Client, suspend performance under this Agreement. Unless payment in full is received by the Engineer within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Suspensions for subsequent failures to pay invoices shall not require prior notice by the Engineer. In the event of a suspension of performance, the Engineer shall have no liability to the Client for delay or damages caused the Client because of such suspension of performance. The Client shall hold harmless, indemnify, and defend the Engineer for claims that arise due to any suspension.

7.5 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement, the Engineer will be reimbursed by the Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7.6 Unless the compensation identified in this Agreement is specifically identified as a lump sum, the amounts set forth as the "Estimated Fee" shall constitute the Engineer's best estimate of the effort required to complete the project as the Engineer understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. The Engineer will inform the Client of such situation so that negotiations relating to a change in scope and an adjustment to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any change order, an equitable adjustment shall be made and this Agreement modified accordingly.

8. ASSIGNS

8.1 Neither the Client nor the Engineer may delegate, assign, or sublet, or transfer his duties or interest (including any claims that arise here) in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld.

9. LIMITATIONS ON REMEDIES

9.1 The Client shall promptly (within 24 hours) report to Engineer any defects or suspected defects in Engineer's services of which Client becomes aware, so that Engineer may take measures to minimize the consequences of such defect. Client warrants that Client will impose a similar notification requirement on all contractors retained by Client and shall require all subcontracts at any level to contain a like requirement. Engineer shall be liable for correcting defects in its services caused by its negligence. However, the failure by Client, and the Client's contractors or subcontractors to notify Engineer of such defects in a timely fashion shall relieve Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

9.2 If, due to Engineer's negligent error, any required item or component of the Project is omitted from the Documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. Engineer shall only be liable to the extent such costs would have been avoided had engineer not been negligent. In no event, will Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. Client's sole and exclusive remedy for such negligent omissions where no otherwise avoidable costs are incurred by Client is for Engineer to perform services necessary to correct omission without charge to Client; provided that where Engineer's fees or reimbursable expenses would have been higher had the omitted item or component been included prior to construction, Engineer shall be entitled to such increased fees and reimbursable expenses.

9.3 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Engineer, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9.4 Engineer's liability for any damages due to breach of contract, error, omission, professional negligence or any other theory of liability will be limited to an amount not to exceed three times the engineer's fees under this agreement. Such limitation shall apply to the aggregate of all claims that may be brought against engineer and its subconsultants. If the client prefers not to limit the engineer's professional liability to this sum, the engineer will waive this limitation upon the client's request provided that the client agrees to pay an additional consideration for this waiver.

9.5 It is understood that the Engineer shall not be held responsible for any errors or omissions on the part of contractor, including, but not limited to, the contractor's failure to adhere to the plans and specifications regardless of whether or not the Engineer is

performing observational services. This provision shall be included in the contract between the Client and his contractor(s) for this project.

10. DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in question between the Engineer and the Client arising out of, or relating to, this Agreement or the breach thereof or the services rendered by Engineer ("Dispute"), shall be resolved as follows:

10.2 A written demand for non-binding mediation, which shall specify in detail the facts of the Dispute and the relief requested, shall be submitted, within a reasonable time after the basis for the Dispute has arisen, to the party against whom the claim is brought. If the Dispute cannot be resolved by the parties within ten (10) days, the demand shall be submitted to "ADR Options" or such mediation service as the parties shall otherwise agree to retain, for good faith non-binding mediation. The Mediator's fee shall be shared equally by the parties. The party initiating the Dispute shall be liable for any filing fee.

10.3 Any Dispute between the parties that is not fully resolved by mediation within 60 days of submission to the mediation service shall be decided by litigation in a court of competent jurisdiction.

10.4 In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.5 In the event that Client institutes suit against the Engineer because of any Dispute and if such suit is dropped or dismissed, or if the Engineer otherwise prevails, Client agrees to reimburse the Engineer, or pay directly, any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of the Engineer.

10.6 The signatories to this Agreement, agree to be, and to remain at all times, and for all purposes, without regard for any business address they may now or hereafter assume, subject to the exclusive jurisdiction of the several Courts of Common Pleas of Bucks County, Pennsylvania for all causes of action, if any, which may arise under, or incident to, the application, breach, enforcement, interpretation, performance or nonperformance of this Agreement. This Agreement and the rights and obligations of the parties hereto shall be controlled by the laws of the Commonwealth of Pennsylvania.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by law, Client shall indemnify and save harmless Engineer, their subsidiaries, affiliates, officers, employees and subconsultants or such other individuals or entities who may have assisted the Engineer in the rendering of its services in connection with the Project (along with each of their shareholders, directors, officers, partners and employees) from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any negligent conduct or breach of any provision of this Agreement by Client or any individual or entity for whose acts Client is responsible.

12. ENVIRONMENTAL

12.1 Where the scope of basic services includes storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such services proposed or performed by G & A are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical work is to be constructed and maintained by the Client's contractor or others and that G & A has no control over the ultimate effectiveness of any such work or procedures. Except to the extent that there were errors or omissions in the services provided by G & A, Client agrees to indemnify and hold G & A harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

13. WARRANTY OF AUTHORITY TO SIGN

13.1 The person signing this contract warrants they have authority to sign as, or on behalf of, the Client for whom or for whose benefit that Engineer's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

14. CHOICE OF LAW

14.1 This contract will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. SEVERABILITY

15.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

16. REFERENCES

16.1 Client agrees that Engineer has authority to utilize its name as a Client and general description of the project work or service performed as references to other Clients.

17. INTEGRATION

17.1 There are no understandings or agreements concerning this project except as expressly stated herein.

18. VALIDITY

18.1 It is understood that if this Agreement is not executed by Client or accepted as set forth in Paragraph 1.2 within thirty (30) days of the date of the Agreement, Engineer reserves the right to revise or withdraw this Agreement.

19. THIRD PARTY BENEFICIARIES

19.1 Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or the Engineer.

20. WAIVER OF SUBROGATION

20.1 Except to the extent that such waiver would invalidate the applicable insurance coverage, the Client and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Client and Engineer each shall require similar waivers from their contractors, consultants and agents.

End of Terms and Conditions

Revised: 04/08/15



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Thank you for your continued consideration of Gilmore & Associates, Inc. We look forward to the successful completion of this project in Radnor Township. In the meantime, please do not hesitate to contact me with any questions or comments you may have.

Sincerely,

Damon Drummond

Damon Drummond, P.E., PTOE
Senior Transportation Engineer
Gilmore & Associates, Inc.
ddrummond@gilmore-assoc.com

Authorization to proceed:

Authorized Signature

Date

Purchase Order Number

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

Gilmore & Associates, Inc.
Building on a Foundation of Excellence
www.gilmore-assoc.com

Reports of Standing Committees

Old Business

New Business

Public Participation

Adjournment