### BOARD OF COMMISSIONERS AGENDA

#### Monday, January 28, 2019 - 6:30 PM

#### Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of January 28, 2019

- 1. Consent Agenda
  - a) Disbursement Review & Approval
  - b) Acceptance of Department Monthly Reports
  - c) Approval of minutes of the Board of Commissioner meeting of January 7, 2019 & January 14, 2019
  - d) Staff Traffic Committee Meeting Minutes December 19, 2018
  - e) Resolution #2019-04 Authorizing the Township Manager to purchase Workers Compensation Insurance through Arthur J. Gallagher & Co. in an amount of \$519,262
  - f) Business Privilege Tax Settlement 2019-BPT-01 in the amount of \$40,000
  - g) Resolution #2019-01 Authorizing Payment to Newtown Township for resurfacing the portion of Green Countrie Drive which falls within Radnor Township, at a cost of \$17,589.51
- 2. Public Participation Individual comment shall be limited to not more than five (5) minutes per Board policy
- 3. Announcement of Boards and Commission Vacancies
- 4. Appointments to Various Boards and Commissions
- 5. Discussion Regarding King of Prussia Road Bridge (Outside Agencies in attendance)
- 6. Presentation Ready 100
- 7. Appointment of Vacancy Board Chairperson
- 8. Committee Reports

#### PERSONNEL & ADMINISTRATION

- A. Willows Park Preserve Presentation and Update
- B. Updates: Microcell Antennae (Commissioner Abel)

#### **PUBLIC WORKS & ENGINEERING**

- C. Resolution #2019-05 521/525 S. Roberts Road Caucus Lot Line Adjustment
- D. Resolution #2019-06 Authorizing Carroll Engineering to Review and Perform a Downstream Analysis to Determine the Effects of the Earles Lake Dam Breach, at a Cost of \$19,490
- E. Resolution #2019-02 Authorizing the Removal of trees behind 164 Conestoga Road in the West Wayne Preserve for Arboricultural Risk Management, at a cost of \$15,000
- F. Resolution #2019-03 Authorizing the installation of 356' of fence separating the Friends of Radnor Trails Park from Liberty Lane, at a cost of \$12,985

#### **COMMUNITY DEVELOPMENT**

G. Villanova University v. Radnor Twp. Zoning Hearing Board 17-10314 - Possible Motion to Appeal January 17, 2019 Order

#### **PUBLIC SAFETY**

- H. Ordinance #2019-01 (*Introduction*) No Parking Here to Corner on West side of Radnor Avenue, 30 feet from the fire hydrant located on Conestoga Road at Radnor Avenue
- I. Ordinance #2019-02 (Introduction) No through traffic on Woodland Court at Eagle Road
- J. Resolution #2019-07 Purchase of Three (3) New Radnor Township Police Vehicles

#### FINANCE & AUDIT

# PARKS & RECREATION LIBRARY

#### **PUBLIC HEALTH**

#### **New Business**

- Discussions Amendments to Stormwater Ordinance (Requested by Commissioner Larkin)
- Discussion for Clarification "multiple meetings with commissioners' item in Manager's Update (Requested by Commissioner Booker)
- Discussion on Revising and Updating the Comprehensive Plan (Requested by Commissioner Booker)
- Discussion Regarding Plastic Bag Ordinance (Requested by Commissioner Borowski & Clark)

**Old Business** 

**Public Participation** 

Adjournment

## RADNOR TOWNSHIP DISBURSEMENTS SUMMARY January 28, 2019

The table below summarizes the amount of disbursements made since the last public meeting held on December 10, 2018. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code.

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

Fund (Fund Number)	2018-12B December 14, 2018	2018-12C December 21, 2018	2019-1A January 11, 2019	2019-1B January 18, 2019	Total
General Fund (01)	\$133,819.81	\$441,793.52	\$471,721.88	\$112,973.08	\$1,160,308.29
Sewer Fund (02)	99,041.71	19,810.33	85,865.90	856.42	205,574.36
Storm Sewer Management (04)	1,510.00	49,968.00	108,411.87	64,573.83	224,463.7
Capital Improvement Fund (05)	3,797.86	386,393.24	101,298.90	466,288.83	957,778.83
Police Pension Fund (07)	5,250.92	0.00	5,130.35	0.00	10,381.27
OPEB Fund (08)	898.76	157,266.10	1,388.55	0.00	159,553.41
Escrow Fund (10)	0.00	300.00	0.00	0.00	300.00
Civilian Pension Fund (11)	4,679.92	0.00	4,572.87	0.00	9,252.79
Investigation Fund (12)	0.00	0.00	129.21	0.00	129.21
Comm. Shade Tree Fund (15)	0.00	12,400.00	0.00	0.00	12,400.00
\$8 Million Settlement Fund (18)	2,295.00	0.00	5,004.74	3,000.00	10,299.74
The Willows Fund (23)	51.28	1,303.28	315.47	2,500.00	4,170.03
Library Improvement Fund (500)	0.00	84.84	0.00	0.00	84.84
Park & Trail Improvement Fund (501)	0.00	8,241.12	23,364.75	0.00	31,605.87
Total Accounts Payable Disbursements	\$251,345.26	\$1,077,560.43	\$807,204.49	\$650,192.16	\$2,786,302.34
Electronic Disbursements	n/a	n/a	n/a	n/a	\$1,395,932.01
Grand Total	\$251,345.26	\$1,077,560.43	\$807,204.49	\$650,192.16	\$4,182,234.35

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

The Administration has adopted various internal control and processing procedures to ensure that amounts obligated are within the budgetary limits established by the Board of Commissioners. Those procedures are monitored on a daily basis 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,

William M. White *Finance Director* 

## **ELECTRONICALLY PAID DISBURSEMENT LISTING Estimated Through February 11, 2019**

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	2/10/2019	1/19 Credit Card Revenue Processing Fees	\$5,000.00 *
Credit Card Revenue Fees - Actual	01-Various	Various	12/18 Credit Card Revenue Processing Fees	\$4,232.01
Payroll [Pension] Transaction - Estimated Payroll [Pension] Transaction - Estimated	07-492-4980 11-495-4980	2/1/2019 2/1/2019	2/19 Police Pension Payments 2/19 Civilian Pension Payments	\$220,538.61 \$152,161.39
Payroll [Bi-Weekly] Transaction - Estimated Payroll [Bi-Weekly] Transaction - Estimated	01-various 02-various	1/24/2019 1/24/2019	Salaries and Payroll Taxes - General Fund Salaries and Payroll Taxes - Sewer Fund	\$485,500.00 \$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated Payroll [Bi-Weekly] Transaction - Estimated	01-various 02-various	2/7/2019 2/7/2019	Salaries and Payroll Taxes - General Fund Salaries and Payroll Taxes - Sewer Fund	\$485,500.00 \$17,500.00
Payroll [CBA Special] Transaction - Estimated Payroll [CBA Special] Transaction - Estimated		1/31/2019 1/31/2019	Sick pay Bonus - General Fund (Union) Sick pay Bonus - Sewer Fund (Union)	\$5,500.00 \$1,000.00
Payroll [CBA Special] Transaction - Estimated	01-various	1/31/2019	Sick pay Bonus - General Fund (Non-Union)	\$1,500.00
Period Total				\$1,395,932.01

<sup>\*</sup> Credit card fees are charged to the Township's accounts on the tenth of the month

<sup>\*\*</sup> Non-Union Employees, subject to Board Approval (similar benefit payments are to be made to the collective bargaining employees January 31st pursuant to Union Agreements)

Original Estimate			Actual Amount
\$785,500.00	12/13/2018	Salaries and Payroll Taxes - General Fund	\$778,183.63
\$17,500.00	12/13/2018	Salaries and Payroll Taxes - Sewer Fund	\$16,244.68
\$803,000.00	_		\$794,473.31
¢495 500 00	12/27/2019	Solonies and Daywell Toyes Consul Fund	\$450,622.88
\$485,500.00	12/27/2018	Salaries and Payroll Taxes - General Fund	\$459,622.88
\$17,500.00	_12/27/2018	Salaries and Payroll Taxes - Sewer Fund	\$14,229.98
\$503,000.00			\$473,852.86
\$485,500.00	1/10/2019	Salaries and Payroll Taxes - General Fund	\$438,049.71
\$17,500.00	1/10/2019	Salaries and Payroll Taxes - Sewer Fund	\$17,969.13
\$503,000.00	_	·	\$456,018.84
\$220,538.61	1/1/2019	Police Pension Payroll	\$220,538.61
\$155,410.53	1/1/2019	Civilian Pension Payroll	\$152,161.39
\$375,949.14	=	•	\$372,700.00

# RADNOR TOWNSHIP POLICE DEPARTMENT

## **Monthly Report**



January 2019

**Christopher B. Flanagan Police Superintendent** 



#### **DECEMBER**

Description	Primary Count
Parking Tickets	
Month of December 2018	591
January 1, 2018 – December 31, 2018	11,932
Residential and Commercial False Alarm Violations	
Month of December 2018	26
January 1, 2018 – December 31, 2018	965
Moving Violations	
Month of December 2018	197
January 1, 2018 – December 31, 2018	3,453

#### Radnor Police Training - December 2018

Standard Field Sobriety Test certification: Officers Karmilowicz, Collins, Jennings, and Hand

Death Notification: Sgts. Radico, Gluck, and Lunger

Grant Writing: Sgt. Gluck

#### RADNOR TOWNSHIP

## Incidents Reported Between 12/01/2018 and 12/31/2018



		Primary	Secondary UCR Count		ount
Code	Description	Count	Code 2	Code 3	Code 4
3501	DISTURBANCE-COMPLAINT OF NOISE, MUSIC, ETC	13			
3520	DOMESTIC PROBLEM (NO ARREST)	20			
3650	PECO-ENEGY NOTIFICATION/POWER OUTAGES	1			
4000	JUVENILE PROBLEMS (NO ARREST)	7			
4301	MENTAL HEALTH-ALL OTHERS	6	1		
4500	OPEN DOORS/WINDOWS	6			
4600	ORDINANCE VIOLEXCEPT BURNING/SOLICIT	2			
4650	POLICE INFORMATION	39	1		
4655	CID/DTF INVESTIGATION	0	1		
4660	911 HANG UP CALL	21			
4700	ADDED PATROL-REQUEST FOR	61	1		
4701	ADDED PATROL - BUSINESS CHECKS	116	1		
4702	ADDED PATROL - SCHOOL CHECKS	33			
4800	SOLICITING-WITHOUT PERMIT	3			
4801	SOLICITING-COMPLAINTS	3			
4900	SUSPICIOUS PERSON	22	1		
4901	SUSPICIOUS CIRCUMSTANCE	30			
4902	SUSPICIOUS VEHICLES	21			
5000	TELEPHONE CALLS-HARASSING/SUSPICIOUS	1			
5100	TRAFFIC SIGNALS-DAMAGED/NEED REPAIR	1			
5200	TRAFFIC HAZARD-POTHOLES/OBSTRUCTIONS/ICE	1			
5300	TREES DOWN AND/OR BLOCKING ROADWAY,ETC	1			
5400	VEHICLES-ABANDONED	3			
5401	VEHICLES-ASSIST MOTORIST(INCL LOCKOUTS)	18			
5402	VEHICLES-DISABLED	13			
5403	VEHICLES-MV VIOLATIONS & MVV COMPLAINTS	26			
5404	VEHICLES-PARKING COMPLAINTS	19	_		
5405	VEHICLES-TOWED	7	2		
5500	WATER MAIN BREAK/WATER CO. PROBLEMS	3			
5501	WIRES DOWN - NO HAZARD	1			
5700	BOMB THREATS	1			
6001	ACCIDENT - WITH INJURIES	3	•		
6003	ACCIDENT - NON REPORTABLE	49	2		
6005	ACCIDENT - NO REPORT DONE	9	,		
6007	ACCIDENT - BRIDGE STRIKE	0	1		
8000	BURG/HOLDUP/PANIC ALARM - CIT ISSUED	3			
8001	BURG/HOLDUP/PANIC ALARM - NO CITATION	109			
8002	FIRE/MEDICAL ALARM - CITATION ISSUED	1			
8003	FIRE/MEDICAL ALARM - NO CITATION	23			
8004	ANY ALARM- SEVERE WEATHER- NO CITATION	2			
9003	ANIMALS ALL INVOLVING REER	1			
9005	ANIMALS - ALL INVOLVING DEER	8	4		
9038	K-9 ASSIST	2 0	1 4		
9039	K-9 ASSIST OTHER LAW ENFORCEMENT ASSIST SICK/INJURED	120	ı		
9050 9051	ASSIST AMBULANCE	4			
9051	ASSIST AMBULANCE ASSIST OTHER POLICE DEPARTMENT	1			
9052 9966	SELECTIVE ENFORCEMENT-CITATION ISSUED	89			
9968	SELECTIVE ENFORCEMENT-CITATION ISSUED SELECTIVE ENFORCEMENT-WARNING ISSUED	54			
9970	SELECTIVE ENFORCEMENT-WARNING 1350ED SELECTIVE ENFORCEMENT-NO ISSUANCE	33			
991U	SELECTIVE EIN CINCEINIEIN FINO 1990/140F				
ARANDO	ON VE	1,010			

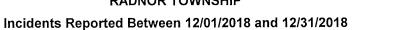
#### RADNOR TOWNSHIP

### Incidents Reported Between 12/01/2018 and 12/31/2018



		Primary	y Secondary UCR Co		unt	
Code	Description	Count	Code 2	Code 3	Code 4	
ABANDO	N VE					
2810	TWP ORD-ABANDONED VEH (INCLUDING STATE)	1				
ACCIDEN						
3200	CHECK ON WELFARE	6				
ADMIN						
9000	ANIMALS - DOG COMPLAINTS	6				
9002 9055	ANIMALS - ALL OTHER ASSIST SICK/INJURED ALCOHOL/DRUG RELATED	5 3				
3000	AGGIGT GIGINING INCED ALGOTIOLIBING GINELATED	14				
ALL OTH						
2660	TRESPASSING OF REAL PROPERTY	2				
ANIMAL						
5502	ANIMAL COMPLAINTS - BARKING DOGS	3				
5506	ANIMAL COMPLAINTS - STRAY ANIMALS	4				
5510 5590	ANIMAL COMPLAINTS - OTHER ANIMAL COMPLAINTS - REPORTS	9 2				
5550	ANIMAL GOIVII LAINTO - ILLI GINTO	18				
ASSAUL						
0490	ASSAULT - REPORTS	1				
0810 0830	SIMPLE PHYSICAL ASSAULTS SEXUAL ASSAULT	2 1				
0030	SEXUALASSAULI	4				
ASSIST		·				
7502	ASSIST OTHER AGENCIES - FIRE DEPT.	4				
7506	ASSISTING OTHER AGENCIES - ALL OTHERS	3				
7590	ASSISTING OTHER AGENCIES - REPORTS	<u>2</u> 9				
BICYCLE	ES .	9				
5005	FOUND BICYCLES	1				
CIVIL						
3300	CIVIL DISPUTES	5				
	AINIT					
COMPLA 8590	CITIZEN COMPLAINT REPORT	1				
0090	GITIZEN COMPLAINT REPORT	i			Ţ	
CONTAC						
4016	NON-CRIMINAL - PEDESTRIAN CONTACTS	1				
CRIM MI	SCH					
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	5				
1430	CRIMINAL MISCHIEF - PUBLIC BUILDINGS	1				
1440	CRIMINAL MISCHIEF - ALL OTHER	5				
1490	CRIMINAL MISCHIEF - REPORTS	3				

#### RADNOR TOWNSHIP





		Primary	Seco	ondary UCR Co	ount	
Code	Description	Count	Code 2	Code 3	Code 4	
DEATH	_	14				
4506	DEATHS - SUICIDES	1				
4510	DEATHS - UNATTENDED	1				
DIGODDE	- PIV	2				
DISORDE		•				
2400 2410	DISORDERLY CONDUCT HARASSMENT BY COMMUNICATION	0 2		1		
2410	HARASSMENT	2				
2490	DISORDERLY CONDUCT-REPORTS	1				
	_	5				
DISTURB	ANC					
3610	DISTURBANCES-JUVENILE	3				
3620	DISTURBANCES-OTHER (FIGHTS, DISPUTES, ETC)	2	1			
	_	5				
DOA						
3320	DOA	1				
DRUG						
1812	NARCOTICS-SALE-MARIJUANA, HASHISH, ETC.	1				
1832	NARCOTICS-POSSESSION-MARIJUANA,ETC.	7				
1890	NARCOTICS - REPORTS	1	2			
		9				
DUI						
2111	DRIVING UNDER THE INFLUENCE - ALCOHOL	2				
2112	DRIVE UNDER INFLUENCE-ALCOHOL-IMPAIRED _	<u>3</u> 5				
FIRE		5				
	CIDE DECIDENTIAL	2				
3700 3703	FIRE - RESIDENTIAL FIRE-ALL OTHERS	3 2				
3703	FIRE-BURNING ORDINANCE VIOLATION	1				
3840	FIRES (INCLUDING ALARMS-FOUNDED/UNFOUND)	3				
	,	9				
FRAUD						
1100	FRAUD	4				
1130	FRAUD - ALL OTHERS (FLIM-FLAM, ETC.)	3				
1150	FRAUD - CREDIT CARDS	1				
1190	FRAUD-ALL OTHER(FLIM FLAM, CONFIDENCE	1				
1191	FRAUD - REPORTS	<u>8</u> 17				
HAVERFO	חפת	17				
		2				
9041	ASSIST HAVERFORD PD	3				
LIQUOR						
		_	^			
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSMP,POSSES	2	2			
LMDD						
LMPD						

#### **RADNOR TOWNSHIP**



#### Incidents Reported Between 12/01/2018 and 12/31/2018

		Primary	Secondary UCR Count		ount
Code	Description	Count	Code 2	Code 3	Code 4
LMPD					
9040	ASSIST LOWER MERION PD	1			
LOST/FO	UND				
5004	LOST & FOUND - FOUND ARTICLES	4			
5006	LOST & FOUND - LOST ANIMAL	1			
5008	LOST & FOUND - LOST ARTICLES	<u>2</u> 7			
MISSING	PE	1			
2900	JUVENILE RUNAWAYS	4			
5016	LOST & FOUND - MISSING ADULT MALES	1			
5090	LOST & FOUND/MISSING PERSONS - REPORTS	1			
MV ACCI	DEN	6			
6002	ACCIDENT - NO INJURIES (REPORTABLE)	8	2		
6004	ACCIDENT - HIT & RUN	12	<b>4</b> -		
6006	ACCIDENT - PEDESTRIAN	1			
		21			
N-TRAF					
CITN	NON-TRAFFIC CITATION	19			
OTHER					
4018	NON-CRIMINAL-ST. LIGHT OUT, ST. REPAIRS.	3			
PFA					
2647	ALL OTHERS - PROTECTIVE ORDERS	4			
2041	ALL OTHERS TROTESTIVE SREEKS	•			
PROPER	TY				
2910	LOST/MISSING PROPERTY	2			
PSP					
9047	ASSIST PSP	2			
3041	Addid I T di	2			
PUBL DF	RUNK				
2300	PUBLIC DRUNKENESS	4	1	1	
RECOV F	PROP				
3000	LOST/RECOVERED PROPERTY	2			
		-			
ROBBER	RY .				
0300	ROBBERY	1			
SERVICE	<u> </u>				
7002	NOTIFICATION - COMMUNITY DEVELOPMENT	0	1		
7008	NOTIFICATION - SEWER DEPT.	4	•		
7014	PUBLIC SERVICE - OTHERS (OFFICER ASSIST)	13			

#### **RADNOR TOWNSHIP**





		Primary Secondary UCF		ondary UCR Co	Count	
Code	Description	Count	Code 2	Code 3	Code 4	
SOLICIT	ING	17				
2800	TWP ORD-SOLICITING	1				
2000	TWF OND-GOLIGITING	,				
SUSPICE	ous					
3500	DISTURBANCE - DISORDERLY PERSONS	7				
SVC CAL	L					
3810	SERVICE CALL-ALARMS-UNFOUNDED-EXCPT FIRE	1				
3820	SERVICE CALL-ASSIST MOTORIST/DISABLE VEH	1	,			
3850	HAZARDOUS CONDITIONS	16 6	1			
3880 3900	OPEN DOORS/WINDOWS - DISCOVERED GAS LEAKS (NATURAL GAS)	6 2				
0000		26				
THEFT						
0613	THEFT-\$200 & OVER-RETAIL THEFT	1				
0614	THEFT-\$200 & OVER-FROM AUTO (EXCPT 0615)	6 2				
0617 0619	THEFT-\$200 & OVER-FROM BUILDINGS THEFT-\$200 & OVER-ALL OTHER	2	1			
0624	THEFT-\$50 TO \$200-FROM AUTO (EXCPT 0625)	1	•			
0629	THEFT-\$50 TO \$200-ALL OTHER	2				
0633	THEFT-UNDER \$50-RETAIL THEFT	2				
0634 0637	THEFT-UNDER \$50-FROM AUTO (EXCEPT 0635) THEFT - UNDER \$50 - FROM BUILDINGS	1				
0643	THEFT - UNDER \$50 - PROM BUILDINGS THEFT-ATTEMPTED-RETAIL THEFT	1				
0644	THEFT-ATTEMPTED-FROM AUTO (EXCEPT 0645)	2				
0690	THEFT - REPORTS	3				
TRAF CI	Т	24				
CITT	TRAFFIC CITATION	1				
~~						
TRAFFIC		4				
2710 6312	TRAFFIC OFFENSES (COURT CASES NOT DUI) TRAFFIC ENFORCEMENT - WARNINGS	1 1				
6606	TRAFFIC ENFORCEMENT - WARNINGS TRAFFIC RELATED - DIRECT TRAFFIC	19	1			
6610	TRAFFIC RELATED - MOTORIST AID	4				
6612	TRAFFIC RELATED - SIGNALS-SIGNS OUT	4				
TREDYF	FRIN	29				
9045	ASSIST TREDYFFRIN PD	2				
VIIDD						
VUPD	ACCIOTALIDO	40				
9049	ASSIST VUPD	13				
WARRAI	NT					
8010	WARRANTS - LOCAL - CRIMINAL	1				
MEADO	ue.					
WEAPO	ov.					

#### **RADNOR TOWNSHIP**





		Primary	Secondary UCR Count		ount
Code	Description	Count	Code 2	Code 3	Code 4
WEAPO	NS				
1531	WEAPONS - POSSESSION - FIREARMS	0		1	
1532	WEAPONS - POSSESSION - KNIFE	0			1
	Total Calls	1,337			

#### **DECEMBER 2018 CRIME ALERTS**

Theft from Vehicles - Dec 12, 21018 - 100 block King of Prussia Rd

On Sunday, 12/2/18 between 4:00 and 4:30pm, two vehicles parked in the lot of 175 King of Prussia Rd. were forcibly entered by way of breaking the passenger side windows. Taken was a purse and other valuables. Residents are reminded to keep all valuables out of site and call 911 to report any suspicious activity.

#### Crime Alert | Thefts from Vehicles

The Radnor Township Police Department has issued a crime alert for six thefts from a vehicles which were reported on December 15th. All the victims discovered someone had entered their vehicles by smashing out a side window and several items were stolen from each. The incidents all took place in a parking lot in the 100 block of King of Prussia Rd between the hours of 5:30 PM and 7:00PM. Please call 9-1-1 IMMEDIATELY with any information about this incident or when reporting any suspicious activities.

#### CRIME ALERT- HIGH END MV THEFTS

\*\*\*\*\*SPECIAL ATTENTION NORTH AND SOUTH WAYNE, NEWTOWN SQUARE AND RADNOR AREA RESIDENTS\*\*\*\*\*

Recently, neighboring departments in Easttown Township and Newtown Township have experience a rash of high end motor vehicle thefts, particularly Land Rovers, taken from driveways of residences. In all instances, the keys to the vehicle have been left inside and it has been unlocked. Radnor Township has also had these thefts in the very recent past and are reminding all residents to LOCK THEIR VEHICLES overnight and to leave outdoor exterior lights on where possible. These actors have been striking between the hours of 10 PM and 5 AM. Any suspicious persons or vehicle should be reported immediately by dialing 9-1-1.

#### Criminal Mischief - Christmas Tree

The Radnor Township Police Department has issued a crime alert for criminal mischief which was reported December 24th. The Christmas Tree at 135 N Wayne Ave lights were found to have been vandalized several times in the past days. On 12/21, the tree's lights were found to have been unplugged. On 12/22, the wire for the tree's lights had been spliced and had to be repaired. On 12/23 the wire for the tree's lights had been cut. Please call 9-1-1 IMMEDIATELY with any information about this incident or when reporting any suspicious activities.

#### Criminal Mischief - Vehicles

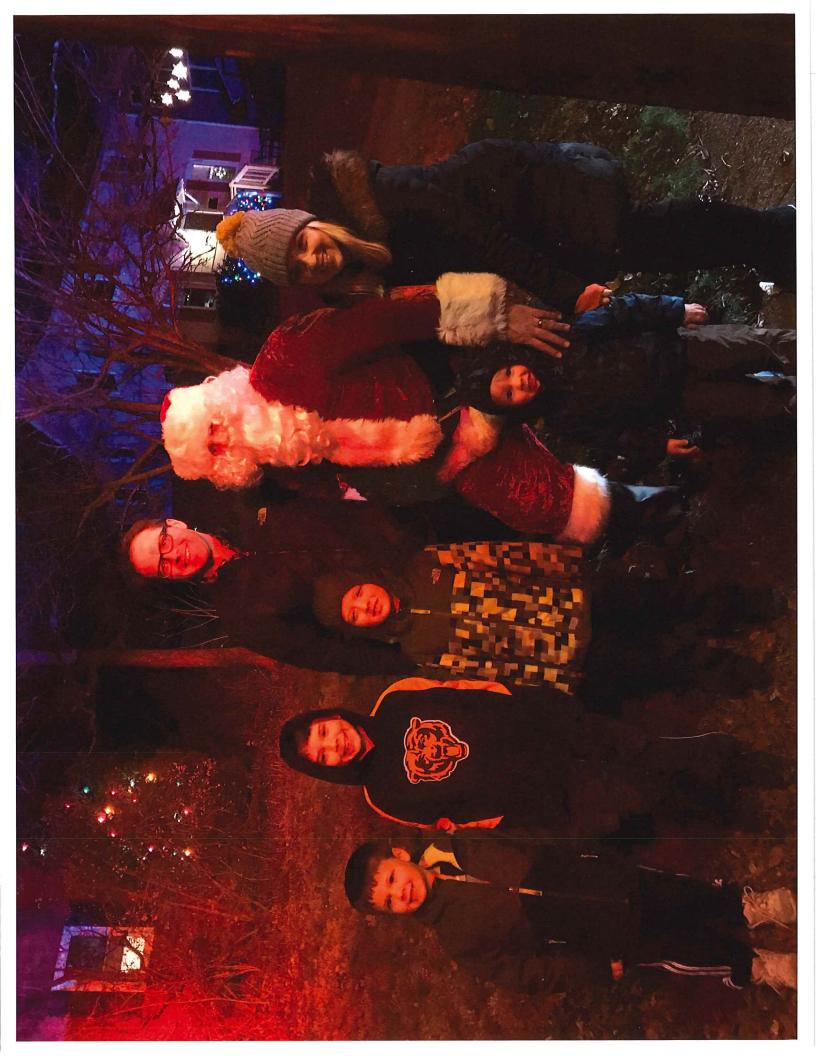
The Radnor Township Police Department has issued a crime alert for two acts of criminal mischief which was reported December 25th. Two vehicles had sustained minor damage in the area of Oakford Rd. and Abordale Rd. Both vehicles has sustained damage to their driver's side mirrors. Please call 9-1-1 IMMEDIATELY with any information about this incident, to report a similar incidents, or when reporting any suspicious activities.

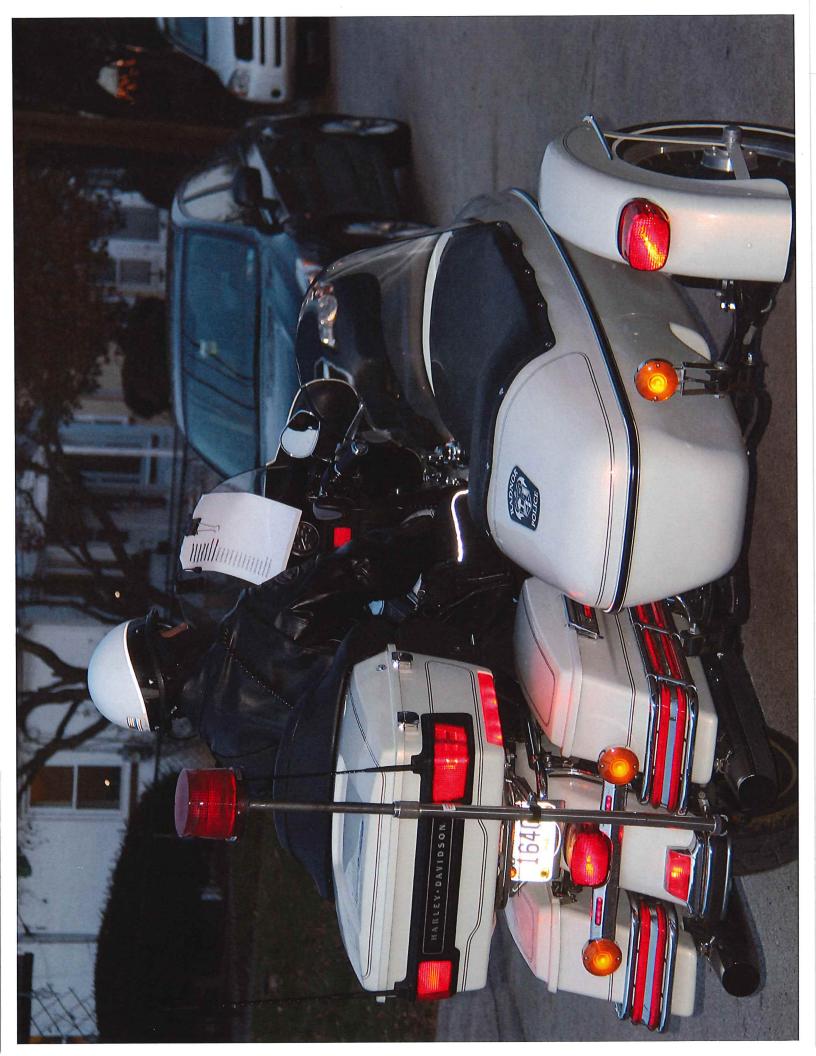
# RADNOR TOWNSHIP POLICE DEPARTMENT COMMUNITY EVENTS

Santa's Delivery
December 8, 2018













I hope this email finds you well. I received your name and contact information from Mike Bicking; he encouraged me to reach out as I am looking to schedule a training session for our Residence Life staff during the afternoon of Saturday, January 12, 2019. In particular, the staff has requested additional training, education, and resources on drug awareness and prevention. In thinking about their request and the behaviors we see on campus, I think it would be beneficial to have the staff learn more about cannabis, CD oil, and edibles. It would even be great if we could host a controlled burn, as some of our staff have never smelled marijuana.

I'm hoping that in reaching out with this request, you might be able to provide some assistance in training our staff or in referring me to someone local who is invested in this type of work.

Thank you so much for considering this request. If this seems of interest to you I would be happy to discuss the parameters in more detail.

With Warm Regards, Sarah

Sarah Piff

Dean of Students | Office for Student Development Eastern University | 1300 Eagle Rd. | St. Davids, PA 19087 On Saturday, January 12, Lieutenant Joseph Pinto provided alcohol and drug awareness information to the Eastern University Resident Advisors who were having a day of instruction before taking over their new positions.

#### **PUBLIC HEALTH MANAGEMENT CORPORATION**



Centre Square East 1500 Market Street Philadelphia, PA 19102

215.985.2500 PHONE 215.935.2550 TAX Chairperson Richard J. Cohen, PhD, FACHE President and CEO

Michael K. Pearson

#### Greetings!

We are reaching out to invite you to have an important conversation amongst your colleagues and to solicit your input for the 2018 community health needs assessment (CHNA). Main Line Health is conducting a CHNA to inform population health and social services planning for the Delaware Valley region. As part of this process, we at Public Health Management Corporation (PHMC), a non-profit public health institute, are partnering closely with Main Line Health, gathering information with your support – businesses and government are key constituents for us to engage and learn from.

We encourage you to share your insights, and SPEAK UP FOR HEALTH! During this meeting, we will discuss the health care resources, challenges, and needs of residents within your service areas, from your perspective. Your voice is very important to informing an understanding of the health assets and needs in the communities you live in and serve.

Join us, Wednesday, December 5th from 3:00 p.m. – 4:30 p.m for a focus group discussion amongst your peers; light refreshments will be served. The meeting will be located at:

Paoli Hospital – Potter Room\* 255 West Lancaster Ave Paoli, PA 19301

\*Directions for Parking and to Potter Room at Paoli Hospital\*

- Proceed to rear of hospital building (next to Emergency Department)
- Park on Surface Lot and Enter MOB I (Medical Office Building), using entrance on right
- ▶ Proceed down the hall (past Apothecary on left, Cardiology offices on the right), and make a left immediately after the reception desk

The Potter Room is on the left (past the stairs), across from cafeteria side entrance.

We hope you can join us for this meeting, hear from your peers, and talk about the health of the communities you serve and live in. Please RVSP to Sarah String at <a href="mailto:sstring@phmc.org">sstring@phmc.org</a> or call (215) 731-2103. We look forward to hearing from you!

Sincerely,

Diana Harris, MBe, PhD

Research Scientist & Director, Division of Public Health

Research & Evaluation Group, PHMC

cc: Sharon Larson, PhD

Professor and Executive Director

Main Line Health System

cc: Praveen Shanbhag

System Director, Strategy & Business Development

Main Line Health System

# RADNOR TOWNSHIP POLICE DEPARTMENT THANK YOU LETTERS

A big thank you to Officer Patterson and two of his fellow officers for helping me with my disabled car in the middle of Lancaster Ave. during rush hour around 430pm yesterday. I am very grateful and thankful for their assistance. Have a Merry Christmas and Happy New Year.
Tom Permoda
*Other officers who assisted Officer Patterson were Officer Rodden and Officer Grimm

December 14, 2108

To: Radner Township Police Department - Staff

309 Iven Avenue

Radnor, PA 19087

reclusive, elderly, and forgetful, but now I was concerned enough to call you. After giving the dispatcher all the information he needed, he told Yesterday I called your police department at 610-688-0503 and listened to the menu and then dialed 610-565-6500 as instructed. A gentleman answered and I asked him if it was possible to get a welfare check on my aunt (Thelma Santee) who lives by herself at 330 Oak Terrace. I had not heard from her in two months and none of my calls had been returned, and now the phones appeared to be disconnected. She is a bit me they would get back to me as soon as he could. I don't think 10 minutes had passed when I received a call from the responding officer, who said he was talking to my aunt. He reported she was fine but did not currently have a working phone; landline or cell. He then asked if I would like to speak with her via speakerphone, which I did. Our conversation was short but she agreed to get a new phone shortly, and I will follow-up to make sure she does.

Quite simply, thank you. Thanks for responding so quickly and efficiently, and with the courtesy to allow me to confirm to my aunt, "Yes, it was me who called the cops on you!". Seriously, it was a great relief to know she was OK and safe.

Personally I know you don't get the thanks for all you do, day in and day out, everyday. So I hope these upcoming holidays are celebrated well and safely for you and yours and you continue your watch on all of us that just assume you're always there, no matter what. Kudos !!

Sincerely,

Phil Mooney

210 Crabapple Drive---

Sitka, Alaska 99835

Dear Vera,

I hope this note finds you well!

I'm reaching out on behalf of Peachtree Catering & Events (located at 175 King of Prussia Road in Radnor), to thank the Radnor Township Police Department for their service this past Saturday evening, 1/5/19.

We had an event at our venue that evening, and unfortunately had a guest who collapsed and required medical attention. We called 911 at about 8:30PM, and within minutes two officers had arrived, followed by an ambulance. We wanted to thank these officers for their quick response and assistance in this situation. We greatly appreciate the work and service that your entire department provides for this township.

I was unable to get the names of the officers at the time, but if you're able to determine who they were and pass along our gratitude to them and their supervisors, we would appreciate it.

Thank you again, and have a wonderful week!

Best, Lindsay

## 17TH DISTRICT DAYLIN LEACH

SENATE BOX 203017 THE STATE CAPITOL HARRISBURG, PA 17120-3017 717-787-5544 FAX: 717-705-7741

DISTRICT OFFICE

601 SOUTH HENDERSON ROAD
SUITE 208
KING OF PRUSSIA, PA 19406
610-768-4200
FAX: 610-768-4204



Senate of Pennsylvania

COMMITTEES

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APPROPRIATIONS
EDUCATION
ENVIRONMENTAL RESOURCES & ENERGY
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STATE GOVERNMENT
POLICY

www.senatorleach.com

Dear Superintendent Flanagan,

A huge thank you to you and the officers of Radnor Police Department for providing extra security at Cheder Chabad in the wake of the synagogue massacre in Pittsburgh. It is obvious that the students and staff were incredibly grateful for your efforts. Our community is a wonderful place to live thanks in large part to the dedication of you and your team. Thank you again for all that you do.

I have enclosed a laminated copy of the newspaper article that you are featured in. Sometimes these stories get overlooked, but our office is extremely proud of our constituents' achievements.

Sincere

Daylin Leach

Senator, Commonwealth of Pennsylvania, 17th District



## Brookhaven Fire Company No. 1

2 Cambridge Road, Suite 52 Brookhaven, PA 19015 Business 610-872-8093 • Fax 610-872-4556 EMERGENCY 911

To Radnor Township Police Department,

On behalf of the Officers and Members of Brookhaven Fire Company and the Montella Family, I would like to Thank You for your participation in the funeral procession in tribute honoring Chief Robert "Bob" Montella Sr. We appreciate your thoughtfulness and generosity.

Sincerely,

John P. Ellmore IV Recording Secretary Brookhaven Fire Company

#### Superintendent Flanagan,

It was a pleasure meeting you today at Starbucks! Hope you have a great rest of your week and a Happy New Year!



Best,

**Noah Scott** 

## **LAW ENFORCEMENT APPRECIATION**



Delaware County Transportation Management Association | 102 W. State St., Media, PA 19063

<u>Unsubscribe cflanagan@radnor.org</u>

<u>Update Profile</u> | <u>About our service provider</u>

Sent by astrigle@dctma.org in collaboration with



## **Interoffice Memorandum**

TO:

**BOARD OF COMMISSIONERS** 

FROM:

KEVIN KOCHANSKI, DIRECTOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBJECT:

DECEMBER MONTHLY REPORT

DATE:

JANUARY 4, 2019

CC:

ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



Community Development Department

Attached for your review is the Community Development Monthly Report for the month of December 2018. Please note the following highlights:

- Building Permit Fee Revenue totaled \$46,417.00 with 38 permits issued
- Electric Permit Fee Revenue totaled \$4,140.50 with 37 permits issued
- Mechanical Permit Fee Revenue totaled \$2,903.00 with 22 permits issued
- Plumbing Permit Fee Revenue totaled \$3,398.00 with 22 permits issued
- Zoning Permit Fee Revenue totaled \$375.00 with 6 permits issued
- Design Review Board Application Fee Revenue totaled \$500.00 with 5 applications received
- Zoning Hearing Board Application Fee Revenue totaled \$2,000.00 with 3 applications received

Permit and application revenue for December 2018:

59,733.50

• Permit and application revenue year to date:

\$ 2,567,011.10

• Permits and applications for December 2018: 133

• Permits and applications year to date: 2,540

• Inspections conducted for December 2018:

276

Inspections conducted year to date:

6,622

# TOWNSHIP OF RADNOR Minutes of the Reorganization Meeting of January 7, 2019

The Radnor Township Board of Commissioners met at approximately 7:30 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

#### Commissioners Present

Lisa Borowski, President Jake Abel Richard Booker Jack Larkin Sean Farhy John Nagle

Absent: Luke Clark, Vice-President

Also Present: Robert A. Zienkowski, Township Manager/Township Secretary; John Rice, Township Solicitor; and Jennifer DeStefano, Executive Assistant to the Township Manager.

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

# Notice of Executive Session preceding the Board of Commissioners meeting of January 2, 2019 & January 7, 2019

There was an Executive Session on January 2, 2019 where matters of personnel were discussed. There was also an Executive Session on January 7, 2019 where matters of personnel, real estate and litigation were discussed. All Commissioners were in attendance with the exception of Commissioner Clark.

#### 2. Approval of minutes of the Board of Commissioner meetings of December 10, 2018 & December 17, 2018

Commissioner Nagle made a motion to approve, seconded by Commissioner Farhy. Motion passed 6-0 with Commissioner Clark absent.

#### 3. Election of President

Commissioner Larkin made a motion to appoint Lisa Borowski as President, seconded by Commissioner Nagle. Motion passed 4-2 with Commissioner Booker and Abel opposed and Commissioner Clark absent.

#### 4. Election of Vice President

Commissioner Farhy made a motion to appoint Jack Larkin as Vice-President, seconded by Commissioner Nagle.

There was a brief discussion amongst the Commissioners.

Commissioner Booker made a motion to appoint Jake Abel as Vice-President, motion failed for lack of a second.

Commissioner Abel made a motion to appoint Rich Booker as Vice-President, seconded by Commissioner Booker.

Commissioner Borowski called the vote for Jack Larkin as Vice-President, motion passed 5-1 with Commissioner Clark absent.

#### 5. Appointment of the Township Solicitor

Commissioner Nagle made a motion to appoint Grim, Biehn and Thatcher as Township Solicitor, seconded by Commissioner Larkin.

There was a brief discussion amongst the Commissioners.

Commissioner Borowski called the vote, motion passed 4-2 with Commissioners Booker and Abel opposed and Commissioner Larkin absent.

#### 6. Appointment of Township Labor Attorney

Mr. Zienkowski gave a brief background of the process that was taken.

Commissioner Farhy made a motion to appoint Clark Hill as Township Labor Attorney, seconded by Commissioner Larkin.

There was a discussion amongst the Commissioners regarding the above appointment.

Commissioner Borowski called the vote, motion passed 4-2 with Commissioner Booker and Abel opposed.

#### 7. Appointment of the Township Secretary and designation of an Assistant Secretary

Commissioner Nagle made a motion to appoint Mr. Zienkowski, Township Secretary and Mr. White, Assistant Township Secretary, seconded by Commissioner Farhy.

There was a discussion amongst the Commissioners, staff and the solicitor regarding the responsibilities of the Township Secretary.

Motion passed 6-0 with Commissioner Clark absent.

#### 8. Appointments to Chair and Members of Standing Committees

Commissioner Farhy made a motion for the below appointments, seconded buy Commissioner Nagle. Motion passed 6-0 with Commissioner Clark absent.

#### **Board of Commissioners Standing Committees**

2019 appointments to Chair and Members of the Board of Commissioners Standing Committees are as follows:

#### **Committee of the Whole**

Jake Abel
Rich Booker
Lisa Borowski
Luke Clark

Sean Farhy
Jack Larkin
John Nagle

<u>Community</u> <u>Development</u>

Rich Booker – Chair Luke Clark Sean Farhy Finance and Audit

All Commissioners

<u>Library</u>

Jack Larkin

Lisa Borowski – Chair Rich Booker

Open Space

Sean Farhy – Chair Lisa Borowski John Nagle Parks and Recreation Luke Clark – Chair

Jake Abel
John Nagle

Personnel and Administration

John Nagle – Chair Jake Abel Jack Larkin

**Public Health** 

John Nagle – Chair Sean Farhy Jack Larkin **Public Safety** 

Jake Abel – Chair Lisa Borowski Luke Clark **Public Works & Sewer** 

Jack Larkin – Chair Rich Booker Lisa Borowski

Commissioner Representation at Boards & Commissions: Shade Tree (Rich Booker & Lisa Borowski), VU Care Committee (Sean Farhy)

# 9. Reappointments to Boards and Commissions

Commissioner Nagle made a motion to reappoint the below list excluding Charles Falcone, seconded by Commissioner Larkin. Motion passed 6-0 with Commissioner Clark absent.

Joan Capuzzi – Board of Health (4-year term)

Kathryn Durr – Board of Health (4-year term)

Brian Kirby – Citizens Communication Council (5-year term)

Bob Thomason – Citizens Communication Council (5-year term)

Suzette Margolis – Citizens Communication Council (5-year term)

Clare Girton – Parks and Recreation Board (5-year term)

Mary Coe – Parks and Recreation Board (5-year term)

Liz Springer – Planning Commission (4-year term)

Charles Falcone Planning Commission (4-year term)

Joseph Voegele – Rental Housing Appeals Board (5-year term)

Eileen Brett – Shade Tree Commission (5-year term)

Brad Delizia – Zoning Hearing Board (5-year term)

# Appointment of Charles Falcone – Planning Commission (4-year term)

Commissioner Nagle made a motion to reappoint Charles Falcone, seconded by Commissioner Larkin.

# **Public Comment**

Sara Pilling – She commented in support of the reappointment of Charles Falcone.

Commissioner Borowski called the vote, motion passed 5-1 with Commissioner Booker opposed and Commissioner Clark absent.

# 10. Appointments to Boards & Commissions

Commissioner Farhy made a motion to appoint Dan Cuff to the Code Appeals Board, seconded by Commissioner Booker. Motion passed 6-0 with Commissioner Clark absent.

Commissioner Farhy made a motion to appoint Lane Vines to the Planning Commission, seconded by Commissioner Larkin. Motion passed 5-0 with Commissioner Booker abstaining and Commissioner Clark absent.

Commissioner Larkin made a motion to appoint Emily Marx and Sara Pilling to the Environmental Advisory Committee, seconded by Commissioner Farhy. Motion passed 6-0 with Commissioner Clark absent.

Commissioner Farhy inquired about the Vacancy Chair. Mr. Rice responded that it will be placed on the January 28, 2019 meeting agenda.

Commissioner Abel discussed the evaluation of the Township Managers and the timeframe of when the Commissioners will be able to put together the evaluation and it be made public. He would like to see goals/expectations to be set for the Manager as well. There was a discussion amongst the Commissioners regarding the evaluation for the Manager and that it will be discussed during executive session on January 28<sup>th</sup>. There was also a discussion regarding setting a date to meet to discuss Goal Setting. Commissioner Abel also commented regarding micro-cells and poles in the Township near the Willows and asked if he could get a consensus from the Board to have Mr. Rice to review who the owner of the poles in the right of way are; there was consensus of the Board.

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

Respectfully submitted, Jennifer DeStefano

# TOWNSHIP OF RADNOR Minutes of the Meeting of January 14, 2019

The Radnor Township Board of Commissioners met at approximately 6:30 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

Commissioners Present

Lisa Borowski, President Jack Larkin, Vice-President Jake Abel Richard Booker Sean Farhy John Nagle

Commissioners Absent Luke Clark

Also Present: Robert A. Zienkowski, Township Manager/Township Secretary; John Rice, Township Solicitor; William White, Assistant Township Manager/Finance Director; and Jennifer DeStefano, Executive Assistant to the Township Manager.

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

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

# 2. Discussion of Township Finances

Mr. White, Assistant Township Manager & Finance Director made a presentation which can be found on the Township website at: https://www.radnor.com/673/Budgets.

There was a brief discussion amongst the Commissioners and staff regarding the presentation.

# 3. <u>2019 Special Meeting Series Objective: Dedicate time and attention to a series of important Township priorities with the ultimate goal of specific Board Direction on each:</u>

Date	Topic(s)
February 19, 2019	Goal Setting (Executive Session - 6 PM Start Time)
March 18, 2019	Fire Company Funding
April 29, 2019	Capital Funding
May 13, 2019	Sanitary Sewer Public Utility
June 17, 2019	Stormwater
July 8, 2019	Community Organization Funding
<b>September 16, 2019</b>	Tree Maintenance and Sidewalk Repairs
October 28, 2019	Township Facilities (building, parks, trails, etc)
November 18, 2019	Safety Service Communications

There was an in-depth discussion amongst the Commissioners and Staff regarding the proposed meeting topics.

# **Public Comment**

Baron Gemmer, S. Wayne – He commented that he thought Community Organizations should be discussed earlier in the year, so the organizations can plan accordingly.

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

Respectfully submitted, Jennifer DeStefano

#### RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Avenue Wayne, Pennsylvania 19087-5297 (610) 688-0503 a Fax (610) 688-1238

# Christopher B. Flanagan Police Superintendent

TO: Radnor Township Commissioners; Robert A. Zienkowski, Township Manager; William M. White, Director of Finance; Stephen F. Norcini, Township Engineer; Steve McNelis, Public Works Director; Tammy Cohen, Director of Recreation and Community Programming; Kevin W. Kochanski, Director of Community Development; Bill Cassidy, Field Leader; Highway Police Officer Alex Janoski; Highway Police Officer Pat Lacey, Highway Police Officer Ken Piree, Traffic Safety Unit; William Gallagher, Supervisor of Parking; Amy Kaminski, Traffic Engineer for Gilmore and Associates; Vera DiMaio and Lori DeNicola

FR: Christopher B. Flanagan

RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALLROOM, WEDNESDAY, DECEMBER 19, 2018, 10:00 AM.

### **NEW BUSINESS**

1. Speeding and Pedestrian safety concerns near the area of Villanova University

Letter to Ms. Kris Hays from Superintendent Flanagan is attached to these minutes for reference.

2. Penn Medicine Parking complaints

Penn Medicine Parking lot is a private lot. This matter has been turned over to Kevin Kochanski, Director of Community Development for evaluation. Kevin Kochanski, Chief Joe Maguire of Radnor Fire Company, Sgt. Mark Stiansen, did a site visit to the Penn Medicine parking lot to look at the No Parking Signs, and advise of proper signage in order to be enforced by Radnor Police.

3. Ernie Sims of the 300 block Orchard Way requests "No Parking" on one side of the street

Mr. Sims was not present at this meeting. A five (5) year crash history was conducted. There was a report of one (1) accident not related to parking. Staff Traffic Committee states this does not meet criteria for the sign. Highway Patrol Officer Alex Janoski will contact Mr. Sims and advise him of the Petition process.

4. Mike Noone requests speed humps on the 300 Block of Midland Avenue

Traffic counter was placed on Midland Avenue. Eighty-five percent (85%) 26mph, ADT = 797 per day. This does not meet the criteria for speed humps. Mr. Sims was referred to speak with his Commissioner on this matter.

5. Bryon Hedges requests either stops signs on both sides of the road or a "Stop Ahead" warning sign at the intersection of County Line Road at Gulph Creek Road

Mr. Hedges was not present at this meeting. There has been one (1) complaint on this matter. Field Leader Bill Cassidy will take a look at the site. We have a "Stop Ahead" sign already placed at this location. Staff Traffic Committee will put this on the enforcement list. It will be visited in the spring to check for overgrowth blocking the stop signs and stop sign ahead signs.

#### Discussion:

Toni Bailey and Jane Galli request one side parking on the 100 Block Barcladen Road. This matter will be referred to Highway Patrol Unit to assess the matter.

See attached spreadsheet for pending issues



# RADNOR TOWNSHIP POLICE DEPARTMENT 301 Iven Ave., Wayne, PA 19087

# December 2018 Staff Traffic Status Report

Project Name	Project Information	Status Update
Radnor Fire Company requests evaluation of traffic and parking on South Wayne Avenue	<ul> <li>12/20/2017 Radnor Fire Company is interested in:</li> <li>Pursuing parking elimination along S. Wayne Avenue</li> <li>Revising the intersection to reflect the most recent signed signal permit plan</li> <li>Emergency pre-emption at the Fire Station on S. Wayne Avenue.</li> <li>Concerns with parking in front of New Wayne Pizza</li> </ul>	This item will be a budget request for 2019
County Line Corridor Study (from Lancaster Avenue to Conestoga Road)	Staff Traffic Committee & Lower Merion Township discussions to expand study area to County Line Road corridor study	The report can be found online on our website (radnor.org) under the Engineering department. A meeting is scheduled on Tuesday, January 29, 2019 at 7pm at the Ludington Library.
King of Prussia Bridge	Strike issues	Commissioner Nagle invited to Delaware County meeting regarding Bridge Strike
		<ul> <li>Superintendent Flanagan sent Letters to Garmin, Apple, Google</li> </ul>
		<ul> <li>Letter was sent to Richard Anderson (Amtrak), Edward McBride (PECO), and Kenneth McClain (PennDot), see attached letters and pictures</li> </ul>
Sproul Road and Conestoga Road Left turn signal improvements	RT 2017 Engineering Line Item Budget: \$300,000 to evaluate, design and construct signal improvements to include intersection left turn lanes	Contract awarded. Construction anticipated to be completed mid February 2019

# Radnor Township Police Staff Traffic Monthly Status Report

N. Wayne Ave/Poplar Ave/West Avenue Pedestrian Improvement Signal project	<ul> <li>DCED MTF grant awarded; construct signal and pedestrian improvements at intersection</li> </ul>	Funding requested in 2019 capital budget
King of Prussia Rd & Eagle Rd intersection improvements	Submit joint application for DCED MTF grant with Cabrini Funding requested in 2019 capital budget & Eastern for left turn lanes on King of Prussia Road at Eagle Road/Pine Tree Rd	Funding requested in 2019 capital budget
Morris Road and Clover Lane	Speed bars and speed limit signs to be placed at this location location	All recommended speed bars and speed limit signs have been completed and installed.
Welwyn Lane and West Wayne Avenue	3 way stop sign at Welwyn and West Wayne Avenue to Stop sign and stop light have been installed at be placed	Stop sign and stop light have been installed at this location



Christopher B. Flanagan Superintendent of Police

# RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Avenue Wayne, Pennsylvania 19087-5297 (610) 688-0503 ¤ Fax (610) 687-8852 Shawn C. Dietrich Lieutenant

Joseph W. Pinto Lieutenant

November 16, 2018

Ms. Kris Hays 15 Lowrys Lane Bryn Mawr, PA 19010

Dear Ms. Hays,

I am in receipt of your letter dated November 11, 2018 referring to speeding concerns and pedestrian safety issues near the area of Villanova University and East Lancaster Avenue.

In reference to the very tragic fatal accident that you referenced, this matter is still an open police investigation with our Department and the details are not released to the public for any ongoing investigation. The community as a whole while grieving the loss of one of our own residents, have made many assumptions without related details to the accident. The Radnor Township Police Department and my office are happy to meet with you and review, in person, the accident and I will share any information I am permitted to without compromising the ongoing investigation of this matter. In reference to speed enforcement on Lancaster Avenue, we have the primary jurisdiction of Lancaster Avenue and surrounding streets in Radnor Township. Our Radnor Township Police Highway Patrol Unit performs frequent speed enforcement on Lancaster Avenue. Should you wish to review the statistics, we can arrange to set up a meeting for your review and to discuss safety issues and other related items with the Radnor Township Police Department.

Please note your letter will be placed on file and your concerns for possible speeding and pedestrian safety will also be placed on the agenda at our next Staff Traffic Committee Meeting held on December 19, 2018. You and your neighbors may attend the staff meeting at 10:00 am.

I look forward to hearing from you.

Christopher B. Flanagan Superintendent of Police

cc: Robert Zienkowski, Township Manager Sean Farhy, Radnor Township Ward 7 Commissioner Peter Donohue, President of Villanova University

Chris Kovolski Laura Wagoner Anthony Busa

# RESOLUTION 2019-04 RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA. APPROVING WORKERS COMPENSATION INSURANCE COVERAGE BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.

**WHEREAS**, the Township of Radnor is required to carry Workers' Compensation Insurance; and

**WHEREAS**, the Administration met with Arthur J. Gallagher & Co. (AJG), formerly Brokerage Professionals, Inc., to review the insurance premium renewal information and pricing, and

**WHEREAS**, in order to ensure that no interruption in coverage, the Township Manager has authorized the binder subject to the Board of Commissioner approval at the January 28, 2019 Regular Meeting.

**NOW, THEREFORE**, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township Manager to execute the coverage for the Workers Compensation Insurance for the period beginning January 1, 2019 through December 31, 2019 in the amount of \$519,262.

**SO RESOLVED**, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 28<sup>th</sup> day of January, A.D., 2019.

		RADNOR TOWNSHIP
ATTEST:	Ву:	Name: Lisa Borowski Title: President
Robert A. Zienkowski, Township Manager / Secretary		

# **Radnor Township**

# PROPOSED LEGISLATION



**DATE**: January 11, 2019

TO: Board of Commissioners

FROM: William M. White, Assistant Township Manager and Finance Director

**LEGISLATION**: A Resolution authorizing the Township Manager to bind coverage for Workers' Compensation Insurance for the period beginning January 1, 2019 through December 31, 2019.

**LEGISLATIVE HISTORY**: This is an annual renewal process whereby the administration works with Arthur J. Gallagher & Co. (AJG), formerly Brokerage Professionals Incorporated who solicits renewal coverage prices from multiple insurance providers and then reviews the best alternatives with the Township. The resolution is required giving the Township Manager authorization to bind coverage and pay the appropriate premium obligation.

**PURPOSE AND EXPLANATION**: The purpose of the legislation is to authorize the Township Manager to bind coverage for workers' compensation.

**IMPLEMENTATION SCHEDULE**: The coverage period runs concurrent with the calendar year. The Administration has been working with AJG and finalized the renewal pricing on December 18<sup>th</sup> 2018.

**FISCAL IMPACT**: The insurance coverage will cost the Township \$519,262 which will be paid in quarterly installments at the beginning of each quarter. Please see table below for summary of premium expense.

	2015 (Audited)	2016 (Audited)	2017 (Audited)	2018 (Unaudited)	2019
Township Portion	442,674	473,063	472,125	504,717	471,226
Fire Company Portion	45,528	44,446	47,590	47,974	48,036
Total Premium Paid	\$ 488,202	\$ 517,509	\$ 519,715	\$ 552,691	\$ 519,262

**RECOMMENDED ACTION**: The Administration respectfully requests the Board to approve this resolution at the January 28, 2019 meeting. Thank you.

# **Radnor Township**

# PROPOSED LEGISLATION



**DATE**: January 10, 2019

TO: Board of Commissioners

FROM: William M. White, Assistant Township Manager and Finance Director

**LEGISLATION**: A motion authorizing the settlement agreement "2019-BPT-01" in the amount of \$40,000.

**LEGISLATIVE HISTORY**: Beginning in 2010, the Township implemented a policy that requires Board approval of all settlement agreements relating to Act 511 tax cases to help bring as much transparency to the process as legally allowed. Please note that:

Radnor Township may enter into a settlement agreement concerning a business tax assessment. The agreement may (1) establish a mutual understanding of certain issues, such as prospective taxability and calculation of tax; (2) compromise an assessment amount; and/or (3) avoid or end litigation. If an agreement involves an assessment of more than \$3,000, the Board of Commissioners must consider it at a public meeting.

The Pennsylvania Local Taxpayers Bill of Rights Act (Act 50 of 1998) prohibits disclosure of any confidential taxpayer information (except for official purposes or as provided by law). Confidential taxpayer information is defined as any information acquired by the Township as a result of any audit, tax return, report, investigation, hearing or verification. Punishments for unlawful disclosure may include a \$2,500 fine, imprisonment for one year and, if the offender is an officer or employee of a taxing authority, dismissal from office or discharge from employment.

For these reasons, the Township will not disclose any confidential taxpayer information in connection with a settlement agreement of a business tax assessment.

**PURPOSE AND EXPLANATION**: The Administration and Act 511 auditors and attorneys have worked together with the taxpayer over the past year to develop a settlement that is beneficial to the Township by addressing three concerns: (1) that the tax laws of the Township are recognized and followed, (2) that the settlement results in a fair assessment of the tax liability, and (3) take into consideration the cost of further legal action in light of the amount of tax revenue owed (i.e. the cost vs. benefit analysis).

**FISCAL IMPACT**: The Taxpayer has agreed to pay \$40,000 to resolve all outstanding issues relating to the BPT liability for tax, interest and penalty for all tax years included in the settlement agreement. The taxpayer will pay the full amount of \$40,000 on or before February 15, 2019 following the approval of the settlement agreement being authorized by the Board of Commissioners.

**RECOMMENDED ACTION**: The Administration respectfully requests the Board of Commissioners to pass the motion authorizing the Tax Settlement Agreement at the January 28, 2019 regular Board of Commissioner meeting.

### RESOLUTION NO. 2019-01

# A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING PAYMENT TO NEWTOWN TOWNSHIP FOR RESURFACING THE PORTION OF GREEN COUNTRIE DRIVE WHICH IS LOCATED WTHIN RADNOR TOWNSHIP

*WHEREAS*, Green Countrie Drive is a public roadway which begins at Saw Mill Road in Radnor Township and continues into Newtown Township

**WHEREAS**, Newtown Township had requested permission to partner with Radnor Township to efficiently and budgetarily have the entire roadway resurfaced from start to finish

*WHEREAS*, 260' of Green Countrie Drive extends into Radnor Township where it begins at Saw Mill Road

*WHEREAS*, Newtown Township went out to bid and included the Radnor Township portion of Green Countrie Drive, and subsequently awarded the contract to Glasgow, Inc., the lowest qualified bidder

**WHEREAS**, the work has been performed satisfactorily, and Newtown Township has requested reimbursement for the portion of the resurfacing project that was performed in Radnor Township

**NOW, THEREFORE**, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby authorize the payment to Newtown Township, in the amount of \$17,589.51

SO RESOLVED this 28th day of January, A.D., 2019

# **RADNOR TOWNSHIP**

,				
		By:		
			Name: Lisa Borowski	
			Title: President	
ATTEST:				
	Robert A. Zienkowski			
	Manager/Secretary			

# **Radnor Township**

# PROPOSED LEGISLATION

DATE:

January 18, 2019

TO:

Radnor Township Board of Commissioners

CC:

Robert A. Zienkowski, Township Manager

William R. White, Assistant Manager/Finance Director

FROM:

Stephen McNelis, Director of Public Works

LEGISLATION:

Resolution 2019-01: Authorizing Payment to Newtown Township for resurfacing the

263' portion of Green Countrie Drive which falls within Radnor Township

<u>LEGISLATIVE HISTORY</u>: This legislation has not been before the Board of Commissioners previously.

<u>PURPOSE AND EXPLANATION</u>: Green Countrie Drive is a street which begins at Saw Mill Road in Radnor Township, and continues into the neighboring Township of Newtown. Newtown Township requested to partner with Radnor Township to have the entire roadway of Green Countrie Drive from start to finish resurfaced as part of their 2018 Superpave program. Newtown Township has requested reimbursement for the work performed on the 263' of roadway which falls within Radnor Township upon satisfactory completion of the project.

<u>IMPLEMENTATION SCHEDULE</u>: 263' of Green Countrie Drive in Radnor Township was resurfaced in the fall of 2018 by Glasgow, Inc., the lowest qualified bidder for the 2018 Newtown Township Superpave program. Newtown Township has requested re-imbursement for the amount which they paid out to cover the Radnor portion of this roadway.

FISCAL IMPACT: Funding for Radnor Township Road Resurfacing is in capital account 05430200-48210.

<u>RECOMMENDED ACTION</u>: I respectfully request the Board of Commissioners to authorize the payment to Newtown Township in the amount of \$17,589.51.

<u>MOVEMENT OF LEGISLATION</u>: It is being requested that the Board of Commissioners approve the legislation for this payment.



# Newtown Township 2018 Road Program

# **FINAL BILLING**

WORK COMPLETED - for Newtown Township				as o	f 8/17/18
Base Bid TOTAL					
1 Milling	32,473.00 SY	\$	3.60	\$	116,902.80
2 2" Binder	32,473.00 SY	\$	7.50	\$	243,547.50
3 1.5" Wearing Course	3,055.76 TONS	\$	68.65	\$	209,777.92
4 5" Base Repair	806.00 SY	\$	20.00	\$	16,120.00
				\$	586,348.22
Alt Bid TOTAL					
1 Milling	24,537.00 SY	\$	3.66	\$	89,805.42
2 2" Binder	24,139.12 SY	\$	7.54	\$	182,008.96
3 1.5" Wearing Course	2,230.57 TONS	\$	67.00	\$	149,448.19
				\$	421,262.57

Total Contract Work \$ 1,007,610.80

Change Order #1 \$ 600.00

Total Billing - Newtown \$ 1,008,210.80

WORK COMPLETED - for Radnor Township				as of	8/17/18
Base Bid TOTAL					
1 Milling	1,018.00 SY	\$	3.60	\$	3,664.80
2 2" Binder	1,018.00 SY	\$	7.50	\$	7,635.00
3 1.5" Wearing Course	91.62 TONS	\$	68.65	\$	6,289.71
4 5" Base Repair	0.00 SY	\$	20.00	\$	, · · · ·
				\$	17,589.51

Total Billing - Radnor \$ 17,589.51

# Public Participation

# Vacancies on

# Various Boards & Commissions

Board of Health 4-year term	Code Appeals Board 5-year term		
1 Vacancy (as of 1/1/2019)	1 Immediate Vacancy		
	1 Vacancy (as of 1/1/2019)		
	Requirements: Master Electrician		
	Master Plumber		
	General Contractor		
CARFAC 4-year term	Stormwater Management Advisory Committee		
6 Vacancies	3-year term		
	3 Vacancies		
Citizens Communication Council	Radnor-Haverford-Marple Sewer Authority		
1 Vacancy (as of 1/1/2019)	5-year term		
	1 Vacancy (as of 1/1/2019)		
Planning Commission	Willows Park Preserve		
1 Vacancy	1 Vacancy		
Environmental Advisory Board	Zoning Hearing Board		
1 Vacancy	1 Vacancy – unexpired term 12/31/2020		
Willows Park Preserve			
1 Vacancy			

# Appointments to Various Boards and Commissions

# Discussion Regarding King of Prussia Road Bridge (Outside Agencies in attendance)

LISA BOROWSKI

President

LUCAS A. CLARK, ESQ.

Vice President

**JAKE ABEL** 

RICHARD F. BOOKER, ESQ.

SEAN FARHY

JOHN NAGLE

JOHN A. LARKIN, ESQ.



Phone (610) 688-5600 Fax (610) 688-1279 www.radnor.com ROBERT A. ZIENKOWSKI

Township Manager Township Secretary

JOHN B. RICE, ESQ.

Solicitor

KATHRYN GARTLAND

Treasurer

Radnor Township Board of Commissioners

January 23, 2019

Dear Commissioners,

The Radnor Environmental Advisory Council (EAC) supports the proposal to join the Sierra Club's Ready for 100 initiative and make a commitment to transition to 100% renewable energy.

It is well established that anthropogenic climate change is already creating severe environmental, health, and economic impacts on our communities. Non-renewable energy production is one of the leading contributors to this trend. Recent technological developments have made it possible to make a full transition to renewable energy in a way that is economically advantageous. Making this transition quickly is our best opportunity to reduce climate change risks now and for the benefit of future generations.

Radnor Township has demonstrated its commitment to reducing climate change by partnering with the EAC on various initiatives in the past, including the green power purchasing and transportation fleet renewal initiatives. We believe the Township has an important leadership role to play in helping the entire community transition to renewable energy by reducing market barriers and supporting education and awareness of the opportunity to participate.

The EAC commits to working with the Township to make Ready for 100 a reality. We urge you to endorse this program.

Yours sincerely.

Matthew C. Holtman, PhD

Chair, Environmental Advisory Council

# Appointment of Vacancy Board Chairperson

# Willows Park Preserve Presentation and Update

# Updates: Microcell Antennae (Commissioner Abel)

# RADNOR TOWNSHIP

# ENGINEERING DEPARTMENT



# Memorandum

To: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager

William M. White, Assistant Manager/Director of Finance

Date: January 21st, 2019

Re: CAUCUS - 521 & 525 South Roberts Road Minor Final Plan, Applicant: Paul Bloomfield

Before the Board of Commissioners will be the applicant, Paul Bloomfield, to present the proposed lot line changes for 521 and 525 South Roberts Road.

In essence, the applicant proposes to take a portion of 525 South Roberts Road and convey it to 521 South Roberts Road. The outcome of this will be that 525 South Roberts Road will have a lot size of 59,445.2 square feet, and 521 South Roberts Road will have a lot size of 53,995.7 square feet.

As outlined in more detail in the Gannett Fleming review letter, the applicant is requesting waivers from noting steep slopes, buildings, other infrastructure, contour lines, and trees over six inches on the plan.

The Planning Commission recommended approval of the plan subject to the comments in the Gannett Fleming review letter.

Attached is the plan set and review letter from Gannett Fleming, Incorporated.

Enclosures: Plan & Review Letter



# Excellence Delivered As Promised

**Date:** January 22, 2019

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 Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.

Patricia Sherwin – Radnor Township Engineering Department

**RE:** 521 and 525 S. Roberts Road–Minor Final Plan

Paul Bloomfield - Applicant

Date Accepted: November 5, 2018

90 Day Review: February 3, 2019 extended to February 11, 2019

Gannett Fleming, Inc. has completed a review of the Minor Final Subdivision Plans for compliance with the Radnor Township Code. These Plans was reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing to convey 9,480.8 SF of land from 525 S. Roberts Road (Lot A) to 521 S. Roberts Road (Lot B). Prior to conveying the land the net size of Lot A is 68,886 SF and the net size of Lot B is 43,564.9 SF. After the land is conveyed the net lot size of Lot A will be 59,445.2 SF and the net lot size of Lot B will be 53,995.7 SF. This project is in the R-1 district of the Township. No improvements are proposed at this time.

# Proposed Lot Line Revision 521 and 525 S. Roberts Road

Plans Prepared By: Bloomfield Architects

Dated: 10/29/2018 and last revised 12/24/2018

The applicant has indicated on the Subdivision and Land Development application and subsequent e-mail that they are requesting waivers from the following requirements:

- 1. 255-22-B.1(d)[7] Steep slope areas must be shown on the plans.
- 2. 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.
- 3. 255-22-B.1(p) Contour lines measured at vertical intervals of two feet must be shown on the plans. Such elevations shall be determined by on-site survey, not interpolation of United



States Government Survey maps. In the case of relatively flat or level areas, a lesser interval may be required.

- 4. 255-22-B.1(q) Datum to which contour lines refer must be shown on the plans. Where practicable, data shall refer to established elevations.
- 5. 255-22-B.1(r) Large trees over six inches in caliper must be shown on the plans.

# Zoning

None

# 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. The applicant has requested a waiver from this requirement.
- 2. 255-22-B.1(p) Contour lines measured at vertical intervals of two feet must be shown on the plans. Such elevations shall be determined by on-site survey, not interpolation of United States Government Survey maps. In the case of relatively flat or level areas, a lesser interval may be required. The applicant has requested a waiver from this requirement.
- 3. 255-22-B.1(q) Datum to which contour lines refer must be shown on the plans. Where practicable, data shall refer to established elevations. The applicant has requested a waiver from this requirement.
- 4. 255-22-B.1(r) Large trees over six inches in caliper must be shown on the plans. The applicant has requested a waiver from this requirement.

#### General

- 1. The bearing shown on the plans along the Perrulli property (S62°56'E) is not the same as in the deeds submitted (N62°56'E). The applicant has indicated that the deed is incorrect and will be corrected at the time the new deeds are recorded.
- 2. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording.



S. Norcini 521/525 S. Roberts Road January 22, 2019

The applicant appeared before the Planning Commission on December 11, 2018. The Planning Commission recommended approval of the plan subject to the recommended changes (comments 1, 2, 4 and 8) from the Gannett Fleming letter.

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

Very truly yours,

GANNETT FLEMING, INC.

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





### Excellence Delivered As Promised

Date: November 26, 2018

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 Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.

Patricia Sherwin - Radnor Township Engineering Department

RE: 521 and 525 S. Roberts Road–Minor Final Plan

Paul Bloomfield – Applicant

Date Accepted:

November 5, 2018

90 Day Review:

February 3, 2019

Gannett Fleming, Inc. has completed a review of the Minor Final Subdivision Plans for compliance with the Radnor Township Code. These Plans was reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing to convey 9,959.7 SF of land from 525 S. Roberts Road (Lot A) to 521 S. Roberts Road (Lot B). Prior to conveying the land the net size of Lot A is 69,952.2 SF and the net size of Lot B is 43,567.3 SF. After the land is conveyed the net lot size of Lot A will be 59,992.5 SF and the net lot size of Lot B will be 53,527 SF. This project is in the R-1 district of the Township. No improvements are proposed at this time.

#### Proposed Lot Line Revision 521 and 525 S. Roberts Road

Plans Prepared By: Bloomfield Architects

Dated:

10/29/2018

The applicant has indicated on the Subdivision and Land Development application and subsequent e-mail that they are requesting waivers from the following requirements:

- 1. 255-22-B.1(d)[7] Steep slope areas must be shown on the plans.
- 2. 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.
- 3. 255-22-B.1(p) Contour lines measured at vertical intervals of two feet must be shown on the plans. Such elevations shall be determined by on-site survey, not interpolation of United



States Government Survey maps. In the case of relatively flat or level areas, a lesser interval may be required.

- 4. 255-22-B.1(q) Datum to which contour lines refer must be shown on the plans. Where practicable, data shall refer to established elevations.
- 5. 255-22-B.1(r) Large trees over six inches in caliper must be shown on the plans.

# Zoning

None

# Subdivision and Land Development

- 1. 255-22-B.1(c) The plan must show the name, address and seal of the engineer or surveyor responsible for the plan. A Professional Engineer or Registered Surveyor must sign and seal the final plan.
- 2. 255-22-B.1(d)[7] Steep slope areas must be shown on the plans. The applicant has requested a waiver from this requirement.
- 3. 255-22-B.1(f) The north point must be shown on the plans.
- 4. 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. The applicant has requested a waiver from this requirement.
- 5. 255-22-B.1(p) Contour lines measured at vertical intervals of two feet must be shown on the plans. Such elevations shall be determined by on-site survey, not interpolation of United States Government Survey maps. In the case of relatively flat or level areas, a lesser interval may be required. The applicant has requested a waiver from this requirement.
- 6. 255-22-B.1(q) Datum to which contour lines refer must be shown on the plans. Where practicable, data shall refer to established elevations. The applicant has requested a waiver from this requirement.
- 7. 255-22-B.1(r) Large trees over six inches in caliper must be shown on the plans. The applicant has requested a waiver from this requirement.



8. §255.27.C(2) – Where a subdivision abut or contains an existing street of inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform with the required standards. Roberts Road is a local street. The right-of-way requirement is 60 feet and the cartway is 28 feet. The right-of-way must be shown on the plans.

# General

- 1. The bearing shown on the plans along the Perrulli property (S62°56'E) is not the same as in the deeds submitted (N62°56'E). The applicants engineer must explain the discrepancy.
- 2. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording.
- 3. The final plans for recording must have signature blocks for the owners for 525 and 521 S. Roberts Road.

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

Very truly yours,

GANNETT FLEMING, INC.

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





#### **MEMORANDUM**

Date: November 14, 2018

**To:** Stephen F. Norcini, P.E.

Radnor Township Engineer

**From:** Amy B. Kaminski, P.E., PTOE, Gilmore & Associates, Inc.

**Cc:** Superintendent Christopher Flanagan, Radnor Township Police Department

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

John B. Rice, Esq., Grim, Biehn & Thatcher, P.C.

Roger A. Phillips, P.E., Gannett Fleming, Inc., Senior Associate Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

Reference: 521-525 S. Roberts Road Lot Line Adjustment 2016-D-02

Final Minor Land Development Review 1 Radnor Township, Delaware County, PA

G&A No. 18-11030

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

# I. PROJECT DESCRIPTION

The Applicant proposes to perform a lot line adjustment for the existing lot line between 521 S. Roberts Road (TMP #36-05-02877-0, identified in the plan as Lot B) and 525 S. Roberts Road (TMP #36-05-02877-00, identified in the plan as Lot A) and transfer 9,959 SF from Lot A to Lot B. The parcel is zoned in the R-1 Residence District and the Applicant indicates no improvements or earth disturbances are planned for either parcel. It appears that 521 S. Roberts Road (Lot B), 525 S. Roberts Road (Lot A) and several adjacent parcels share one driveway access to S. Roberts Road. It is unclear as to the purpose of the lot line adjustment.

# II. SUBMISSION MATERIALS

- Proposed Lot Line Revision Minor Final Land Development Plan for 521 S. Roberts Road, Bryn Mawr, PA, prepared by Bloomfield Architects, dated October 29, 2018.
- 2. Delaware County Planning Commission Application, prepared by Bloomfield Architects, prepared for 521 S. Roberts Road (Lot B), undated.

#### III. ZONING COMMENTS

We defer to the Radnor Township Zoning Officer and Solicitor regarding the need for the Applicant to address the below comments:

- §280-14.D(2) Accessory uses include home occupations, require compliance with provisions of §280-103 related to off-street parking and subject to the provisions of Article XX, §280-115.1. Based on the information provided on the Delaware County Planning Commission Application accompanying this plan, the Applicant and owner of record at 521 S. Roberts Road (Lot B) currently includes an accessory home occupation use for the Applicant's firm Bloomfield Architects.
- 2. §280-103 Off-street parking. The size of the structure allocated for the home occupation use was not identified on the plan therefore it is unclear if adequate off-street parking is available.
- 3. §280-115.1.B(5) Traffic home occupation. A traffic home occupation which requires a nonresident employee and/or attracts customers, clients, patients, agents or other commercial invitees shall be permitted when authorized as a special exception by the Zoning Hearing Board.... There shall be off-street parking to accommodate at least two vehicles for the home occupation use unless found to be unnecessary by the Zoning Hearing Board. As indication in the foregoing, it is unclear if adequate off-street parking is available.
- 4. §280-115.1.B(6) No traffic home occupation shall be located within 500 feet of any other traffic home occupation, measure by the shortest distance between the lot on which the proposed use will be located and the lot or lots which contain the existing use. It should be verified with the Applicant and Township the lot line adjustment does not create a non-conforming traffic home occupation use with the adjacent properties.

# IV. TRANSPORTATION COMMENTS

We have no additional comments aside from the above; please let us know if you have any questions or require further clarification.

2018-D-06

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

LOT LINE REMISION SUBDI	VISION ~~ LAND DEVELOPMENT
Location of Property 525 5.	ROBERTS RD. + 521 S. ROBERTS RD.
Zoning District R-l	Application No(Twp. Use)
Fee Ward N	o. 5 Is property in HARB District No
Applicant: (Choose one) Owner	Equitable Owner
Name BUL BLOMFIEL	
Address 521 S. Rose	Rts RD.
Telephone	Fax Cell 484.680.5225
Email RUL & BLOOMFIELDARCH	HECTURE. COM
Designer: (Choose one) Enginee	Surveyor
Name BLOOMFIELD ARCHIT	
	Co. BRYN Howe PA 19010
	Fax 888.430.6617
Email RAUL BLOOM FIELD ARCUM	ETURE, con
Area of property 2.636 ACEES	
Number of proposed buildings 2	Proposed use of property Res. ( To REHAIN
Number of proposed lots 2	BOUNDARY ADJUSTHENT OULLY BETWEEN -
Plan Status: Sketch Plan Pr Are there any requirements of Chapt	reliminary Final Revised er 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. REQUEST WAIVERS FROM 255-22 B.1 k & 255-22 B.1 p-r BOUNDARY ADJUSTMENT ALLY. NO EXISTING OR PROPOSED IMPROVEMENTS, GRADING, UTILITIES, ENSEMENTS, REMOVAL OF TREES, OR DISTURBANCE IN MED TO BE TRANSFERRED. Are there any infringements of Chapter 280 (Zoning), and if so what and why? NONE Individual/Corporation/Partnership Name 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 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/APPL	ICANT			N K TIVE
Name Paul Blog	of FIELD	E-mail PAU	LBLOOMFIELDC	COMCIST. NET
Address 52 5	. ROBERTS	ROBEIN HO	19010 NN Phone 48	34.680.5225
Name of Development_	NA			TO THE STATE OF TH
Municipality KA	NOR			
ARCHITECT, ENGIN	EER, OR SURV	EYOR		
Name of Firm Black	FIELD ARCH	ITECTS Phone	484.380.3	400
Address 521 S			love PA 1901	ARIONECH HECTURE
Type of Review	Plan Status	Utilities Existing	Proposed	Environmental
☐ Zoning Change	□ Sketch	☐ Public Sewerage	☐ Public Sewerage	Characteristics
☐ Land Development	☐ Preliminary	Private Sewerage	⊌Private Sewerage	⊔ Wetlands
4 Subdivision	Final	Public Water	Public Water	⊔ Floodplain
⊔ PRD	☐ Tentative	Private Water	La Private Water	Steep Slopes
Zoning District R-1		Tax	x Map #36/45/082	_#521
			r Folio # <u>36 / 05</u> 7 <u>028 7</u>	
	Programme Action	office and first the grand	# 36-45-078	# 525
			# 36-05-028	17-00

Existing and/or Proposed Use of Site/Buildings:	
EXISTING RESIDENCE ON	ENU DIRCH +0 REMINING IS
NO PROPOSED IMPROVEMENTS OF	
Total Site Area 2.636	_ Acres
Size of All Existing Buildings 5, 384.5	_ Square Feet
Size of All Proposed Buildings 5, 384.5	Square Feet (ETR.)
Size of Buildings to be Demolished	Square Feet
PAUL BLOOMFIELD	O (At)
	eloper's Signature
	and the interest of the second
MUNICIPAL SECTION ALL APPLICATIONS AND THEIR CONTENT ARE A I	MUNICIPAL RESPONSIBILITY.
Local Planning Commission Regular Meeting	
Local Governing Body Regular Meeting	
Municipal request for DCPD staff comments prior to DCPO	C meeting, to meet municipal meeting date:
Actual Date Needed	
IMPORTANT: If previously submitted, show assigned DC	PD File #
196 th and seek of the Sant Seek	The Man V State Control
Print Name and Title of Designated Municipal Official	Phone Number
Official's Signature	Date
Say republication of the same and the same a	Date
FOR DCPD USE ONLY	
Review Fee: Check # Amo	unt \$ Date Received

Applications with original signatures must be submitted to DCPD.

2007102684 12/03/2007 11:04:46 AM:7

RCD FEE: \$69.00 POL SUB TAX: \$5,925,00 ST TAX: \$3,950.00

COUNTY

Devon, PA 19333

(610)225-6050 LFS 07-5559PA (\3

Return To:

Long & Foster Settlement Services, LLC 92 Lancaster Avenue, Suite 250 Devon, PA 19333 (610)225-6050

(610)225-6050 TAX ID: 36-05-02877-01

This Indenture made the 30th day of October, 2007

Between

ROBERT M. MAGGETTI AND JANICE W. MAGGETTI, HUSBAND AND WIFE

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

# PAUL F. BLOOMFIELD AND MIA BLOOMFIELD, HUSBAND AND WIFE

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

Witnesseth That the said Grantor for and in consideration of the sum of THREE HUNDRED NINETY FIVE THOUSAND AND 00/100(\$395,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee(s), granted, bargained and sold, released and confirmed, and by these presents do(es) grant, bargain and sell, release and confirm unto the said Grantee(s) their heirs 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 Commonwealth of Pennsylvania, described in accordance with a Map of Property of Benjamin S. Beall, 3rd., made by Yerkes Engineering Co., Bryn Mawr, Pennsylvania, dated June 7, 1965 and revised June 26, 1965, as follows, to wit:

BEGINNING at a point on the Southwesterly side of a proposed Forty feet wide driveway measured the three following courses along the Southwest side of said proposed driveway from a point in the bed of Roberts Road (said point in Roberts Road being at the distance of Five hundred eighty six and eighty seven one-hundreths feet measured Southwestwardly along the title line of Roberts Road from the title line in Hill Road): (1) South two degrees, eleven minutes, thirty seconds East, One hundred seventeen and sixty four one-hundredths feet; (2) South twenty degrees, five minutes East, One hundred twenty three and ninety three one-hundredths feet; (3) South forty five degrees, thirty five minutes East, Twenty and ninety five one-hundredths feet; thence from said point of beginning through said proposed driveway along Lot No. 3, South forty five degrees, thirty five minutes East, Forty four and fifty four one-hundredths feet to a point in the center of said driveway; thence

along Lot No. 3 and for a part of the distance along the middle of said driveway, South eighteen degrees, fifty four minutes East, two hundred forty seven and twenty one one-hundredths feet to a point; thence still by Lot No. 3, the three following courses and distances: (1) South fourteen degrees, twenty one minutes, thirty seconds West, Seventy feet to a point; (2) South fifty seven degrees, twenty five minutes, thirty seconds West, One hundred forty two and ninety seven one-hundredths feet to a point; (3) North sixty two degrees, fifty six minutes East, Two hundred fifty four and thirty five one-hundredths feet to a point in line of Lot No.4; thence along Lot No. 4, crossing a Twenty feet wide utility easement and by Lot No. 1, North seventy four degrees, fifty nine minutes East, Three hundred thirty four and eighty five one-hundredths feet to a point on the Southwest side of said Forty feet wide proposed driveway; thence still by Lot No. 1 and along the Southwest side of said driveway, North eighteen degrees, fifty four minutes West, Two hundred nineteen and thirteen one-hundredths feet to the first mentioned point and place of beginning.

BEING Lot No. 2 on said Plan.

BEING Folio #36-05-02877-01

BEING the same premises which William L. Rhoads, III and Anne H. Rhoads, his wife, by Deed dated 02/16/1979 and recorded at Media in the Office for the Recorder of Deeds in and for the County of Delaware on 02/22/1979 in Deed Book 2685 page 1182 granted and conveyed unto Robert M. Maggetti and Janice W. Maggetti, his wife, their heirs and assigns, as tenants by the entireties, in fee.

Together with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in 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 grantor(s), as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground described together 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(s), their heirs and assigns, to and for the only proper use and behoof of the said Grantee(s), their heirs and assigns forever, as first above written.

And the said Grantor(s), their heirs and assigns, executors and administrators do covenant, promise and agree, to and with the said Grantee(s), their heirs and assigns, by these presents, that the said Grantor(s) and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s) their heirs and assigns, against the said Grantor(s) and their heirs, and against all and every 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

WARRANT and forever DEFEND.

In Witness Whereof, the party/parties of the first part have hereunto set their hand and seal. Dated the day and year first above written.

Sealed and Delivered In the presence of us.

(Seal)

Janice W. Maggetti

Commonwealth of Pennsylvania

58:

County of Delaware

On this, the 30th day of October, 2007, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared ROBERT M. MAGGETTI AND JANICE W. MAGGETTI, HUSBAND AND WIFE Known to me or satisfactorily proven to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

COMMONVICALTH OF PENNSYLVANIA

NOTARIAL SEAL SLOANE F. LePAGE, Notary Public Newtown Twp., Delaware County My Rammission Expires March 7, 2010 NOTADY PURI IC

After Recording Return to:

\* Long & Foster Settlement Services, LLC
92 Lancaster Ave., Ste 250
Devon, PA 19333
LFS 07-5559PA

## GRANTOR(S):

Robert M. Maggetti and Janice W. Maggetti, Husband and Wife

## GRANTEE(S):

Paul F. Bloomfield and Mia Bloomfield, Husband and Wife

## FOLIO/PARCEL:

36-05-02877-01

PREMISES:

521 South Roberts Road Bryn Mawr, PA 19010 /

ADDRESS OF GRANTEE(S)/ MAIL TAX BILLS TO:

521 South Roberts Road Bryn Mawr, PA 19010 Prepared by and Return to:
Suburban Abstract Agency, Inc.
1418 Bywood Ave
Upper Darby, PA 19082
File No. 16264
UPI # 36-05-02877 & 36-05-02877-03

This Indenture, made the 27th day of October, 2016,

Between

DAVID SUH AND JENNIFER SUH, HUSBAND AND WIFE

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

VINCENT FALCONE AND SCOTT BOHRER

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

Witnesseth, that the said Grantors for and in consideration of the sum of Six Hundred Twenty-Five Thousand And 00/100 Dollars (\$625,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as tenants in common

See Attached Exhibit A
PREMISES: 525 ROBERTS ROAD, BRYN MAWR, PA 19010
RADNOR TOWNSHIP, DELAWARE COUNTY, PA

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

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

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their 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 Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered IN THE PRESENCE OF US:	
	David Suh (SEAL)
	Jennifer Suh {SEAL}
Commonwealth of Pennsylvania ss	

On this, the 27th day of October, 2016, before me, the undersigned Notary Public, personally appeared **David Suh and Jennifer Suh, husband and wife**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public
My commission expires

The precise residence and the complete post office address of the above-named Grantees is:

140 WEST EAGLE ROAD HAVERTOWN PA 19083

On behalf of the Grantees

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
MICHAEL T. MOSCONY, Notary Public
Upper Darby Twp., Delaware County
My Commission Expires July 20, 2018

# Description and Recital

**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 Commonwealth of Pennsylvania, described in accordance with a Map of Property of Benjamin S. Beall, 3<sup>rd</sup>, made by Yerkes Engineering Co., Bryn Mawr, Pennsylvania, dated 6-7-1965 and revised 6-26-1965, as follows, to wit:

BEGINNING at a point on the title line in the bed of Roberts Road, at the distance of 586.87 feet measured Southwestwardly along the title line in the bed of Roberts Road from the title line in Mill Road, a corner of Lot #3, being the Southwest side of a proposed 40 feet wide proposed driveway; thence along the Southwest side of said driveway the four following courses and distances: (1) South 2 degrees, 11 minutes, 30 seconds East 117.64 feet to a point; (2) South 20 degrees, 5 minutes East 123.93 feet to a point; (3) South 45 degrees, 35 minutes East 20.95 feet to a point; (4) South 18 degrees, 54 minutes East 219.13 feet to point; thence by Lot #2, South 74 degrees, 59 minutes West 232.15 feet to a corner of Lot #4; thence along Lot #4, the two following courses and distances: (1) North 1 degree, 34 minutes East 203.77 feet to a point; (2) North 1 degree, 30 minutes West 305.01 feet to a point in the title line in Roberts Road; thence along the title line in Roberts Road, North 85 degrees, 25 minutes East 93.94 feet to the first mentioned point and place of beginning.

BEING Lot #1 on said Plan.
BEING known as 525 South Roberts Road.
Tax ID/Parcel No. 36-05-02877-00

TOGETHER with the free common and uninterrupted use, liberty and privilege of and passage in and along a certain strip of ground, 40 feet in width extending out of and from Roberts Road 262.52 feet along the Northeast side of the premises hereinabove described with free ingress, egress and regress in and for the grantees herein their heirs and assigns at all times and seasons forever hereafter in common with others having like use of the same. Subject nevertheless to the proportionate part of all necessary charges and expenses which shall from time to time accrue in the construction, paving, mending, repairing and cleansing said strip of land.

**BEING** part of the same premises which Margaret M. Zitch, by Deed dated 12-12-2011 and recorded1-5-2012 in Delaware County in Volume 5045, Page 2089 conveyed unto David Suh and Jennifer Suh, husband and wife, in fee.

# Deed

UPI#36-05-02877 & 36-05-02877-03

David Suh and Jennifer Suh

TO

VINCENT FALCONE and SCOTT BOHRER

Suburban Abstract Agency, Inc. 1418 Bywood Ave Upper Darby, PA 19082 610-734-2300

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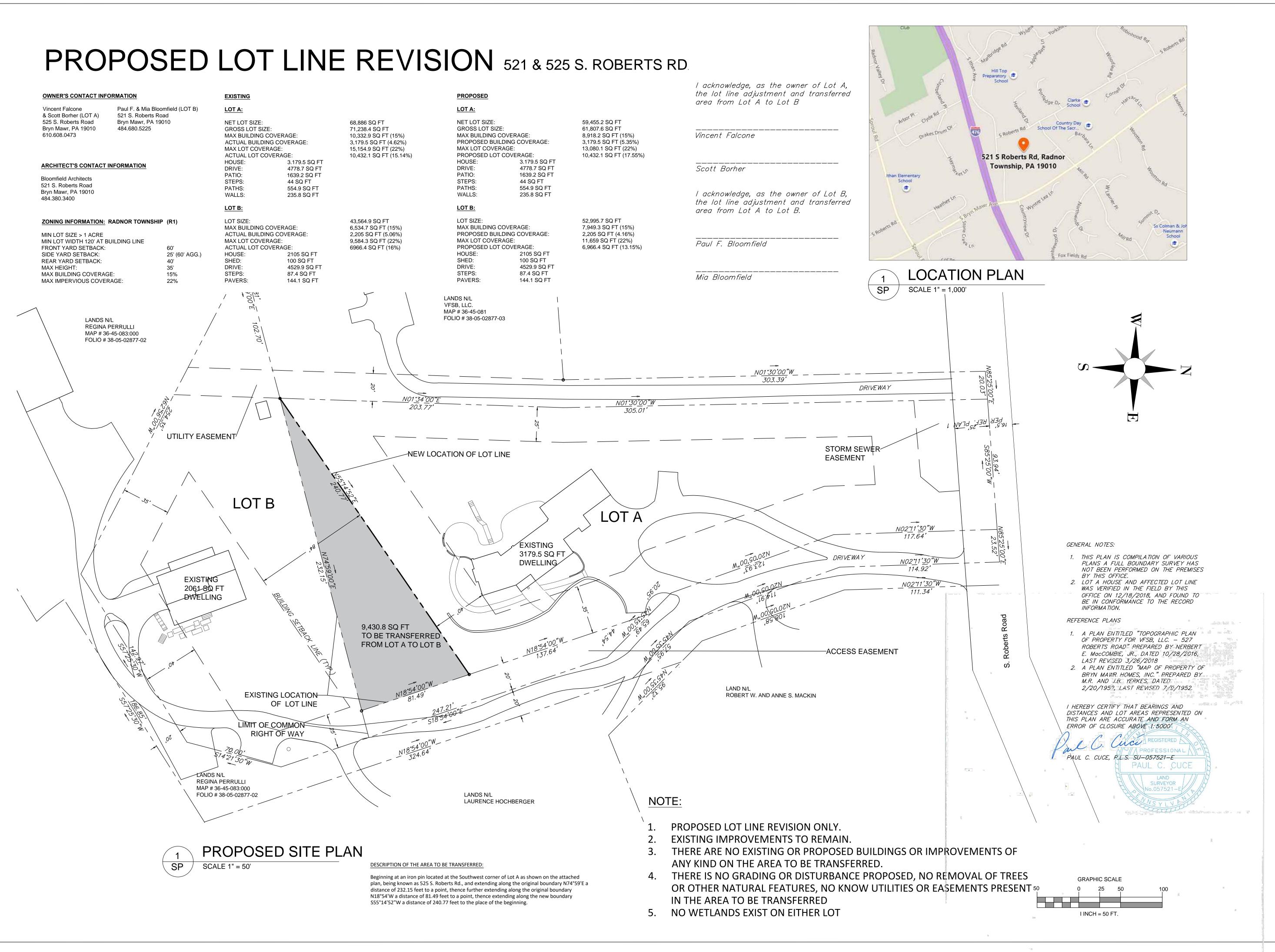
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PS Form **3877**, January 2017 (Page 1 of 2) PSN 7530-02-000-9098

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Residential | Commercial
New Construction
Additions
Renovations

BloomfieldArchitecture.com

PROJECT INFORMATION:		PROPOSED LOT LINE REVISION	LOT A: LOT B:	Roberts Road awr, PA 19010	
DRAWN BY: ASM	10/29/2018	REV. 1 — 12/24/2018 REVISE PER TOWNSHIP REVIEW COMMENTS			

SP

#### **RESOLUTION NO. 2019-06**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING CARROLL ENGINEERING TO REVIEW AND PERFORM A DOWNSTREAM ANALYSIS TO DETERMINE THE EFFECTS OF THE EARLES LAKE DAM BREACH, AT A COST OF \$19,490.

*WHEREAS*, The Green Countrie Home Owners Association has submitted an application to the Pennsylvania Department of Environmental Protection (PA DEP) to breach the Earles Lake Dam

WHEREAS, if said permit is approved, Earles Lake will be drained

*WHERAS*, the PA DEP's review process will not take into consideration the downstream effects of draining Earles Lake

**WHEREAS**, Radnor Township has serious concerns for the safety of its downstream residents, the stream, and Darby Creek from possible new creek levels, siltation, and erosion that may be incurred from the demolition and subsequent new configuration of the dam outlet

**WHEREAS,** Carroll Engineering Corporation has submitted a proposal to review said application, review the veracity of the applicant's methodology and calculations, as well as perform a HEC-RAS study of the 200 LF of the stream below the proposed dam breach

**NOW, THEREFORE,** be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize Carroll Engineering to Review and Perform a Downstream Analysis to Determine the Effects of the Earles Lake Dam Breach, at a Cost of \$19,490.

RADNOR TOWNSHIP

**SO RESOLVED** this 28th day of January, A.D., 2019

# By: Name: Lisa Borowski Title: President ATTEST: Robert A. Zienkowski Manager/Secretary

# **Radnor Township**

# PROPOSED LEGISLATION

DATE:

January 22, 2019

TO:

Radnor Township Board of Commissioners

FROM:

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

CC:

Robert A. Zienkowski, Township Manager

William M. White, Assistant Township Manager & Finance Director Allen Mason, P.E., Senior Vice President, Carroll Engineering Corporation

LEGISLATION: Resolution #2019-06 - Authorizing Carroll Engineering to Review and Perform a

Downstream Analysis to Determine the Effects of the Earles Lake Dam Breach, at a

Cost of \$19,490.

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

PURPOSE AND EXPLANATION: The Green Countrie Home Owners Association has submitted a permit application to breach (remove) the dam that created Earles Lake. There are concerns with this action, and how it may affect the downstream Radnor Township residents, the stream channel, Saw Mill Park, and ultimately Darby Creek. The Engineering Department prepared a scope of work, and a cost proposal was solicited from Carroll Engineering Corporation. The enclosed Earles Lake Dam Removal Application Scope of Work outlines the concerns with the breach, downstream affects, construction sequencing, E&S controls, etc. (please see attached). To this end, Carroll Engineering Corporation has submitted a cost proposal to address the requirements of the scope of work, including a Hydraulic Engineering Center River Analysis System (HEC-RAS) study of the stream channel 200 feet below the dam. This includes survey of the channel to provide cross sections for the HEC-RAS study.

The DEP review of the breach application does not include the downstream analysis, or consider some items noted in the scope of work.

<u>IMPLEMENTATION SCHEDULE</u>: Pending Board of Commissioners approval, a purchase order will be processed, and work will begin immediately. There is a 30-day window for comments on the application once the DEP determines the application is administratively complete, so if approved, work must progress quickly.

**FISCAL IMPACT**: The cost of this proposal is \$19,490, to be funded by the "04" Stormwater Fund.

<u>RECOMMENDED ACTION</u>: I respectfully request the Board of Commissioners Authorize Carroll Engineering to Review and Perform a Downstream Analysis to Determine the Effects of the Earles Lake Dam Breach, at a Cost of \$19,490.

Enclosures: Scope of work, cost proposal

# RADNOR TOWNSHIP

# ENGINEERING DEPARTMENT

# Earles Lake Dam Removal Application Review Scope of Work

Earles Lake, primarily located in Newtown Township, Delaware County, is an impoundment of the Earles Lake Dam, located in Radnor and Newtown Townships. The Greene Country Home Owners Association has made an application to the Department of Environmental Protection to breach the dam. The Permit Application can be viewed at: <a href="https://radnor-my.sharepoint.com/:b:/g/personal/psherwin\_radnor\_org/EdMbIX3zsyJKnt74vWa4QsIBxFTegiRZMDbfpRloPS9FHA?e=90Blhg">https://radnor-org/EdMbIX3zsyJKnt74vWa4QsIBxFTegiRZMDbfpRloPS9FHA?e=90Blhg</a>

Radnor Township has great concern on the downstream effects of the dam breach regarding the safety of its residents along and downstream of the breach, the stream itself, Saw Mill Park, and Darby Creek.

Radnor Township is seeking a cost proposal for a consultant to perform the following:

- 1. Review the application, understanding Radnor Township's concerns, and provide a letter report regarding any deleterious downstream effects from the dam breach.
- 2. Review the applicant's Hydrologic and Hydraulic Assessment
  - a. Verify the veracity of said assessments
  - b. Perform additional modelling if necessary
- 3. Review breach design, and determine if the proposed design in and of itself will affect the neighboring property(s) in an adverse way
- 4. Perform a thorough review of the construction sequencing, determining if the construction sequence will cause any adverse effects to the downstream residents and stream, considering:
  - a. E&S controls
  - b. Temporary roadway
  - c. Drainage swale
  - d. Dewatering methods, and impact of silt form said operations, i.e. will silt bags be effective enough

RADNOR TOWNSHIP ENGINEERING DEPARTMENT 301 IVEN AVENUE, WAYNE PA 19087 T 610-688-5600, EXT. 130

- 5. Review the proximity and support of the 12" sanitary sewer line
  - a. Determine if the pipe is properly supported
  - b. Determine if the pipe should be relocated and/or further encased
- 6. The consultant is also to take into consideration:
  - a. How is the sediment load that has presumably accumulated at the dam face to be addressed?
  - b. The use of the dam demolition material as fill
  - c. The fact that there is no plan to grade the lake bottom to conform to a more natural flood plain
  - d. Plantings for the lake bottom
  - e. Erosive conditions of the stream in the lake bottom
  - f. Determine if easements are needed from adjacent properties
  - g. Sediment loading effects downstream
  - h. Possible flooding effects downstream

#### Deliverables:

- 1. A letter report with an executive summary noting the possible deleterious effects (all) downstream of the dam breach, E&S, construction sequencing, lake bottom, stream channel, etc. and possible solutions
- 2. Appendices with the consultant's calculations
- 3. A 24" x 36" plan view (GIS) of the dam breach, noting the possible downstream negative effects, and impacts on properties and the stream
- 4. Two meetings: one with Township staff (assume 1.5 hours) and one with the Radnor Township Board of Commissioners
- 5. A review letter to be sent to the Department of Environmental Protection on behalf of Radnor Township providing comments on the breach plan
- 6. All of the above shall be submitted as four hard copies and on thumb drive

# The cost proposal is due NLT than January 22nd, 2019, noon.

Please provide a NTE or fixed fee to perform this work, and address any questions to:

Stephen F. Norcini, PE Township Engineer Radnor Township 610-688-5600, extension 130, or snorcini@radnor.org



January 21, 2019 Revised January 22, 2019

Stephen F. Norcini, P.E. Township Engineering Radnor Township 301 Iven Avenue Wayne, PA 19087-5297

Subject: Engineering Services Proposal - Earles Lake Dam Removal Project Assessment

Dear Mr. Norcini:

Carroll Engineering Corporation is pleased to submit this proposal to provide an evaluation and critique of the Greene Country Homeowners Association's Application to the Pennsylvania Department of Environmental Protection (PADEP) under Chapter 105 for an Environmental Assessment for Dam Removal. It is our understanding that Radnor Township's expectations relative to our proposed evaluation includes the following: i) a critique of the PADEP Application; ii) the review of the hydrologic and hydraulic assessment included with the Application; iii) a review of the conceptual breach design relative to the potential impacts on the neighboring properties and the existing sanitary sewer which parallels the dam structure; iv) a review of the construction sequencing relative to E&S controls, temporary roadway requirements, stream channelization within the existing impoundment, handling of accumulated sediments, the use of the dam material as fill, proposed dewatering methods and the impact of silt from the dam breaching operation; v) requisite items associated with the required grading permit. You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.

Carroll Engineering Corporation proposes to provide the services detailed below in accordance with the following Scope of Work and Fee Estimate.

#### I. SCOPE OF WORK

#### A. Critique of Chapter 105 Permit Application and Letter Report

Provide comments on the Application and supporting hydraulic analysis. Our review of the conceptual breach design will provide a comparison of the existing spillway capacity with the trapezoidal cut being proposed for the dam breach. The Letter Report will include all review comments generated by the critique including a review of the proposed construction sequencing, proposed E&S controls, temporary roadway requirements, channelization within what is proposed as the former impoundment area, dewatering methods, protection of the existing sanitary sewer piping, handling and disposal of the accumulated sediments. With respect to sediment loading effects downstream, we will utilize the MapShed<sup>TM</sup> model to determine what effect, if any, that the existing dam removal may have on the annual sediment loading to Darby Creek.

Today's Commitment to Tomorrow's Challenges

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#### B. GIS Plan

Overlay Delaware County Tax Parcel data with aerial photography in order to estimate the impact of the proposed dam breach activities on the neighboring properties. Sheet size of the plan will be 24 inches by 36 inches.

#### C. Grading Plan Considerations

Provide a list of requisite items/considerations to be included with the proposed grading plan(s)

#### D. HEC-RAS Study:

Prepare HEC-RAS study of the channel for 200 feet downstream of the dam; provide field survey for cross-sections at appropriate intervals; and, utilize the flow rates included in the Earles Lake Study as well as the flow rates determined through use of USGS Stream Stats.

#### E. <u>Meeting Attendance and Deliverables:</u>

- 1. Furnish four (4) review copies of the Report to the Township within thirty (30) days of your acceptance of this proposal and review it with you and your staff.
- 2. If requested, attend one meeting with the Radnor Township Board of Commissioners.
- 3. Revise the Report in response to the Township's and other parties comments, as appropriate, and furnish four (4) final copies of the revised Report (with one copy in electronic format) to the Township within fifteen (15) days after completion of reviewing it with the Township.

#### II. CONTRACT TERMS

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D.	Meetings (1.5 hours per meeting)	\$990.00
C.	HEC-RAS Study	\$7,900.00
В.	MapShed <sup>TM</sup> Modeling	\$2,200.00
A.	$Application\ Critique/Letter\ Report/GIS\ Plan/Grading\ Permit\ Considerations\ .$	\$8,400.00

Carroll Engineering Corporation proposes to provide services described herein for a fixed fee of \$19,490.00 to be invoiced on a percent complete basis. Said fee is based on Carroll's understanding of the project scope, as described herein.

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Services not included in this proposal, but which may be provided for additional fees include: additional Township or Regulatory Agency meetings; HEC-RAS modeling in addition to proposed study immediately downstream of the dam as described above; Property surveys; Topographic field surveys in addition to field survey required for HEC-RAS Study described above; Archeological Impacts Review; Environmental investigations including Bog Turtle Survey and PNDI potential impacts review; Joint wetland encroachment permitting and mitigation review; Plan renderings or sections; Structural design review; Soil investigations or borings review; Legal description review; FEMA or Hydrologic Study review; Hazardous Waste Study review; Geotechnical reviews/studies or Carbonate Geology Study review; Fiscal Impact Study review.

The fees stated herein are for the basic services described in this proposal. If additional services are required, these will be invoiced on the basis of our standard hourly rates following your approval to proceed with same.

This proposal and the attached Standard Consulting Contracting Terms and Conditions represent the entire understanding between you and this office with respect to this project and may only be modified, in writing, signed by both of us. If this proposal satisfactorily sets for your understanding of the arrangement between us, please execute the attached copy of this letter in the space provided and return same to this office. We would expect to start our services promptly after receipt of your acceptance of this proposal, and, consistent with Section 4 (g) (5) of the Engineers, Land Surveyors and Geologists Registration Law, we will notify the Homeowners Association Engineer of our engagement. Our basic services will be considered complete upon the issuance of the Value Engineering Report.

Thank you for the opportunity to present this proposal. Should you have any questions or require additional information, please do not hesitate to contact me at 215-343-5700, extension 359 or amason@carrollengineering.com.

Very truly yours,

CARROLL ENGINEERING CORPORATION

Allen Mason, P.E. Senior Vice President

ABM:cam Attachments

cc: Martin L. Kepner, P.E., CEC

Christopher A. Peterson, P.E., CEC

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Accepted this 22st day of January, 2019 for		
Carroll Engineering Corporation	, by:	Allen B. Mason, P.E. Name (Print)
		Signature
		Senior Vice President Title
Accepted thisday of,	20for	
Radnor Township Company Name	, by:	Name (Print)
		Signature
		Title

# CARROLL ENGINEERING CORPORATION 2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS

These terms and conditions set forth herein are included by reference in the Letter Agreement for the performance of engineering services which are described in the Letter. The Letter Agreement shall take precedence over these General Provisions to the extent there is any inconsistency or contradictory statement. The parties agree that these Standard Terms and Conditions shall apply to any additions to, or modifications of, the Scope of Work in the Agreement. It is agreed that Carroll Engineering Corporation and Owner may use their standard business forms (such as purchase orders, acknowledgement, etc.) to administer the activities under this contract. However, Carroll Engineering Corporation expressly rejects the terms and conditions which may be contained in those business forms. The parties agree that the use of such forms shall be solely for the convenience of the party, whether or not such document is signed. None of the provisions, terms, and conditions contained on such forms shall be applicable to this Agreement. The Owner agrees that any alteration of this Agreement shall not be binding except if it is in writing and signed by an officer of Carroll Engineering Corporation, except for the following: the Scope of Work may be altered by the parties in the field, upon written authorization of client or client's agents or employees. The Client is invited to request changes to these terms & conditions, and assumes the risk of failing to read or understand each individual item.

- 1. <u>Timing of Proposal</u>: Carroll Engineering Corporation agrees that the Letter Agreement shall remain open and may be accepted by Client for thirty (30) days from the date of the Letter. Acceptance of the Agreement after the end of the 30-day period shall be valid only if CEC elects to reaffirm the Letter Agreement.
- 2. General: Carroll Engineering Corporation (hereinafter referred to as CEC) shall perform professional services in connection with the project and in accordance with the scope of services established by Client and described in the proposal. CEC will strive to perform services under the Agreement in a manner consistent with generally accepted principals of engineering practice, and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, under similar conditions, and at the same time. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement or in any report, opinion, document or otherwise. Services not stated in the proposal shall be considered as additional services. Any additional services will be completed on the basis of CEC's standard hourly rates, plus reimbursable expenses. If Client requests CEC to provide additional engineering services on this project or a related project before a written agreement is consummated for the other services, the terms and conditions of this Letter Agreement shall apply in full.
- 3. Reliance on Information Provided by Others: Client agrees to indemnify and hold CEC harmless from and against any and all damages, liabilities, and costs, including costs of defenses, arising out of the use of documents and information provided by Client, excepting only those damages, liabilities, and costs for which CEC is found to be solely liable by a court or forum of competent jurisdiction.
- Subconsultants: CEC has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate
  to assist it in the performance of the services required. The fee for all consultants contracted directly by CEC will be invoiced at 1.1 times
  actual cost,
- 5. <u>Authority to Sign</u>: The individual signing this Letter Agreement warrants that he has authority to sign as, or on behalf of, client for whom or for whose benefit CEC's services are rendered. If such individual does not have such authority, he understands and agrees that he is personally responsible for this Letter Agreement to CEC in addition to any liability that Client may have.
- 6. Assigns: Neither Client nor CEC shall assign, sublet, or transfer interest in this agreement without the written consent of the other.
- 7. Third Party Beneficiaries: Nothing under this Letter Agreement shall be construed to give any rights or benefits in this Letter Agreement to anyone other than Client and CEC. All duties and responsibilities undertaken pursuant to this Letter Agreement will be for the sole and exclusive benefit of client and CEC and not for the benefit of any other party.
- 8. Client Responsibility: Client shall make all provisions for the Engineer to enter upon public or private property, shall provide legal services required for the project, and shall pay all fees incidental to obtaining permits for the project. It is understood CEC is acting as a consultant for Client to provide advice and consultation on the proposed project. Client shall designate a person to act with authority on his behalf in respect to all aspects of the project, shall examine and respond promptly to CEC's submissions, and give prompt written notice to CEC whenever he observes or otherwise becomes aware of any defect in the project. Client shall be responsible for the outcome of any applications associated with the proposed project. In the event Client does not respond to a submission from CEC within five (5) calendar days, Client shall be considered to have given its approval.
- 9. <u>Legal Matters</u>: Client shall provide legal services for all phases of the project. CEC will not express legal opinions or become an advocate in the law before public agencies. In the event CEC attends public meetings or otherwise represents Clients, said representation is for the strict purpose of providing technical expertise in the practice of engineering. In the event a record must be made or an agreement of the owner is necessary, CEC will not represent Clients in such legal matters.
- 10. <u>Duties of Public Official</u>: CEC will not accept responsibility and will be held harmless by the Owner for any item which by law is clearly assigned to a public official and which requires approval by said official, regardless of any recommendation or review completed by CEC in order for said official to perform the assigned duties,

# <u>CARROLL ENGINEERING CORPORATION</u> 2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS

- 11. <u>Engineering Fees</u>: Fees for engineering services shall be as so stated in the proposal/contract. Carroll Engineering Corporation reserves the right to adjust fees on the basis of annual standard hourly rate adjustments during January of each calendar year. Fee adjustments will typically be made for projects continuing for more than one year, unless otherwise stated in the proposal/contract.
- 12. Meeting Attendance: In order to provide a fair and reasonable cost for professional services, the fee stated in the proposal does not include attendance at meetings unless otherwise stipulated.
- 13. <u>Reimbursable Expenses</u>: Direct expenses shall be considered an additional charge, unless otherwise stated in the contract. Such expenses shall be in accordance with the current CEC Reimbursable Expenses Tabulation (see attached).
- 14. Retainer: A retainer is required from Client prior to starting work, unless waived by a Corporate Officer. Such retainer will represent a credit in Client's account with the consultant, against which subsequent consultant invoices will be charged. When the retainer has been used up, Client must pay all additional invoiced charges that exceed the retainer.
- 15. Payment: Payments shall be made to CEC on the basis of invoices for services rendered. Payment shall be due within thirty (30) days of the date on the invoice presented. If Client fails to make full payment due CEC within thirty (30) days, a charge at the rate of 1-1/2% per month will be applied to the unpaid balance. CEC reserves the right to retain all plans, documents and related project material, and to suspend or terminate services under this agreement until full payment for services and any accumulated charges is made. It shall be understood that if Client fails to make any payment within 90 days, CEC will submit an invoice via certified mail, and will suspend all services with no other notice to Client until all outstanding balances are paid. In the event an action to enforce overdue payments under the agreement is filed, Client agrees to indemnify and hold harmless CEC from and against any and all reasonable fees, expenses and costs incurred by CEC, including, but not limited to, arbitration and attorney's fees, court costs, and other claims-related expenses.
- 16. <u>Termination</u>: This agreement is subject to termination by Client or CEC, with seven days prior written notice, should the other fail to perform his obligation hereunder. In the event of any termination, CEC shall be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses, if all services have been satisfactorily performed.
- 17. Limitation of Liability: CEC shall perform the services under this Letter Agreement with the care and skill ordinarily used by members of CEC's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied in this Letter Agreement or in any reports, opinions, drawings, specifications or other documents furnished under this Letter Agreement, or otherwise. CEC shall not be liable for the results of services performed with professional care and skill. To the fullest extent permitted by law, CEC's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Letter Agreement from any cause or causes including, but not limited to CEC negligence, errors, omissions, strict liability, intentional acts, breach of contract or breach of warranty shall not exceed \$50,000 or the amount of total compensation under this Letter Agreement, whichever is greater. It is understood CEC's liability will extend to those matters that can be discovered by a knowledgeable Professional using a reasonable amount of effort. Should Client find the above terms unacceptable, CEC will obtain Professional Liability Project Insurance covering only this project and invoice Client for any additional insurance program.
- 18. <u>Indemnification</u>: To the fullest extent permitted by law, CEC shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CEC or CEC's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.
  - To the fullest extent permitted by law, Client shall indemnify CEC, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.
- 19. Force Majeure: Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, unusual weather conditions, unanticipated site conditions, changes in applicable law, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. Should such acts or circumstances occur, both parties shall use their best efforts to overcome any difficulties arising from such events and to resume the project as soon as reasonably possible.
- 20. <u>Use of Documents</u>: All documents, including plans, specifications, field notes, reports, computer files, etc. prepared by CEC pursuant to this Letter Agreement are instruments of service and shall remain the property of CEC whether or not the project for which they are made is executed. Upon payment for services, CEC will grant client a limited license to use all documents for the purpose intended under the scope of services being provided. This license is not transferable without CEC approval. Documents are not intended or represented to be suitable for use without appropriate signatures and professional seal and are not intended for reuse or extension of the project or on any other project. The

# CARROLL ENGINEERING CORPORATION 2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS

Engineer will invoice for reproduction cost plus direct expenses associated with preparation of these documents. It shall be understood no professional certifications, seals, or signatures will be provided with reproducible plans, computer files, and similar documents. Client hereby agrees that copies of documents will not be made by anyone, other than CEC, without the written approval of CEC if the documents contain a signature, seal, or certification. If a limited license is granted and digital files are released, CEC does not guarantee the files will be compatible with licenses, systems, software application packages, or computer hardware.

- 21. Record Documents: Client may contract with CEC for preparation of record, as-constructed, or corrected documents conforming to constructed conditions. If CEC's professional services do not include full-time construction observation and recording of the contractor's work, the engineer will compile said documents conforming to the construction records of the contractor as provided to CEC if the agreement provides for such services. The documents will show the reported location of the work. The information submitted to CEC will be assumed to be reliable and CEC will not be responsible for the accuracy of this information, nor for any errors or omissions that may appear in the record documents as a result.
- 22. Certifications: CEC does not maintain professional liability insurance covering liability associated with many certifications requested by clients. In the event a certification is requested, the Client must totally indemnify CEC against any and all costs, damages, and other expenses that could arise from the issuance of such certifications. As an alternative, CEC will determine an additional fee associated with the risk of certification. The fee will be due and payable prior to issuance of the certification.
- 23. Dispute Resolution: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy. The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs). No arbitration arising out of, or relating to, this agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this agreement. The award rendered by the arbitrators will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Section 10 and 11 of the Federal Arbitration Act (9 U.S.C.10,11).
- 24. <u>Hazardous Substances</u>: Client represents and warrants to CEC that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify CEC of any notices concerning such matters. Client agrees to hold harmless, indemnify and defend CEC from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, excepting only such liability as may arise out of the sole negligence of CEC in the performance of services under this Letter Agreement. It is understood and agreed by both parties that design professional, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority nor shall be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances as defined on the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
- 25. <u>Cost Estimate</u>: Since CEC has no control over the cost of labor, materials, or equipment, CEC opinions of probable project construction costs are made on the basis of experience and qualifications and represent a best judgement as a design professional familiar with the construction industry. CEC cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by CEC.
- 26. Performance of Others: During the course of this engagement, the design professional may be required to report on the past or current performance of others engaged, or being considered, for engagement, directly or indirectly, by the Client; and to render opinions and advise in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims for libel or slander against the Design Professional. To help create an atmosphere in which the Design Professional feels free to be candid, the Client agrees to waive any claim against the Design Professional, and to defend, indemnify, and hold the Design Professional harmless from any claim or liability for injury or loss allegedly arising from professional opinions rendered by the Design Professional to the Client or the Client's agents. The Client further agrees to compensate the Design Professional for any time spent, or expenses incurred, by the Design Professional in defense of any such claim, in accordance with the Design Professional's prevailing fee schedule and expense reimbursement policy.
- 27. <u>Dangerous Situations</u>: CEC accepts no right or obligation of the Client or Contractor as a direct or indirect result of the performance of professional services for responsibility of construction means, methods, techniques, or sequences. CEC accepts no responsibility for developing, implementing, monitoring, or supervising safety precautions and programs. Such items are solely the responsibility of the contractor and his subcontractors. CEC does not accept the responsibility or assume the authority to stop work, said responsibility residing with the Client and contractor.

# CARROLL ENGINEERING CORPORATION 2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS

- 28. Review of Contractor's Performance: It is understood and agreed that CEC's basic services under this agreement do not include full-time construction observation or review of the Contractor's performance. Client acknowledges the importance of such services and, should client have such services performed by a party other than CEC, then Client shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against CEC that may be in any way connected thereto. In addition, if CEC does not perform construction observation, Client shall, to the fullest extent permitted by law, indemnify and hold CEC harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, or for a contractor's performance, or the failure of a contractor's work to conform to the design intent and the contract documents, except for claims arising from the sole negligence or willful misconduct of CEC. If this agreement provides for construction phase services by CEC, it is understood that the contractor, not CEC, is responsible for the construction of the project, and that CEC is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
- 29. <u>Laws, Rules, Codes, Ordinances and Regulations</u>: CEC will use professional efforts and judgments to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project, but CEC cannot and does not warrant or guarantee that the project will comply with all interpretations of the ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply to the project.

#### **RESOLUTION NO. 2019-02**

# A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE REMOVAL OF TWENTY-SIX TREES BEHIND 164 CONESTOGA ROAD IN THE WEST WAYNE PRESERVE FOR ARBORICULTURAL RISK MANAGEMENT

*WHEREAS*, the Township requested the evaluation of several trees within the West Wayne Preserve

WHEREAS, the Township's appointed arborist evaluated the trees

WHEREAS, the Arborist recommended that twenty-six (26) trees be removed

*WHEREAS*, Horgan Tree Experts submitted a proposal to execute said tree removal in the amount of \$15,000

**NOW, THEREFORE**, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby award the tree removal behind 164 Conestoga Road in the West Wayne Preserve, to Horgan Tree Experts, in the amount of \$15,000

SO RESOLVED this 28th day of January, A.D., 2019

#### **RADNOR TOWNSHIP**

		By:		
			Name: Lisa Borowski	
			Title: President	
ATTEST:				
	Robert A. Zienkowski			
	Manager/Secretary			

# **Radnor Township**

# PROPOSED LEGISLATION

DATE:

January 19, 2019

TO:

Radnor Township Board of Commissioners

CC:

Robert A. Zienkowski, Township Manager

William R. White, Assistant Township Manager/Finance Director

FROM:

Stephen McNelis, Director of Public Works

LEGISLATION:

Resolution 2019-02: Arboricultural Risk Management of Trees in West Wayne Preserve

**LEGISLATIVE HISTORY**: This authorization to remove 26 trees behind 164 Conestoga Road in the West Wayne Preserve has not been previously before the Board of Commissioners.

<u>PURPOSE AND EXPLANATION</u>: The Township Arborist, John Rockwell Hosbach has identified 26 hazardous trees in the area behind 164 Conestoga Road within the Township owned West Wayne Preserve. The arborist inspected and marked Twenty- Six (26) total trees deemed as high risk and in need of immediate removal. Several proposals were received for the removal of the trees. Horgan Tree Experts had the lowest price proposal for the work at \$15,000.

**IMPLEMENTATION SCHEDULE**: Pending Board approval, we will plan to move forward with the tree removal.

**FISCAL IMPACT**: The invoice of \$15,000 will be charged against account 01430403-44110.

**RECOMMENDED ACTION**: I respectfully request the Board of Commissioners to authorize the hazardous tree removal behind 164 Conestoga Road in West Wayne Preserve to Horgan Tree Care, in the amount of \$15,000.

#### **RESOLUTION NO. 2019-03**

# A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE INSTALLATION OF 356' OF FENCE SEPARATING THE FRIENDS OF RADNOR TRAILS PARK FROM LIBERTY LANE

WHEREAS, the Township removed the dilapidated fence which separated the residential properties from the Friends of Radnor Trails Park in 2018 for safety concerns

**WHEREAS**, the residential park neighbors had enjoyed the fence which separated their properties from the park and its users

**WHEREAS**, the Township requested proposals for the cost of replacement of 356 feet of fence at this location

**WHEREAS**, the Township received a proposal from FencoCo., Inc. to supply and install the new fence in the amount of \$12,985

**NOW, THEREFORE**, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby award the contract for the installation of 356 ft of fence bordering the Friends of Radnor Trails Park to FencCo, Inc, in the amount of \$12,985

SO RESOLVED this 28th day of January, A.D., 2019

#### **RADNOR TOWNSHIP**

		By:	·
			Name: Lisa Borowski
			Title: President
ATTEST:			
-	Robert A. Zienkowski		
	Manager/Secretary		

# **Radnor Township**

# PROPOSED LEGISLATION

DATE:

January 18, 2019

TO:

Radnor Township Board of Commissioners

CC:

Robert A. Zienkowski, Township Manager

William R. White, Assistant Township Manager/Finance Director

FROM:

Stephen McNelis, Director of Public Works

**LEGISLATION:** 

Resolution 2019-03: Authorizing the installation of 356' of fence separating the Friends

of Radnor Trails Park from Liberty Lane

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

<u>PURPOSE AND EXPLANATION</u>: The Township Public Works Department removed the dilapidated fence which separated the residential properties from the Friends of Radnor Trails Park in 2018 for safety concerns. As the park neighbors had previously enjoyed the fence which separated their properties from the park and park visitors, the Township Public Works Department is requesting authorization to expend the funds needed to replace the fence. A proposal has been received from FencCo, Inc. to install 356' of fence at a cost of \$12,985.

<u>IMPLEMENTATION SCHEDULE</u>: Pending Board of Commissioner approval, a purchase order will be processed, and a new fence will be installed as weather permits.

**FISCAL IMPACT**: The invoice of \$12,985 will be charged against account 01430400-44110.

**RECOMMENDED ACTION**: I respectfully request the Board of Commissioners to authorize the contract for the replacement of the fence at Friends of Radnor Trails Park to FencCo, Inc. at a cost of \$12,985.

FencCo, Inc

319 Westtown Road - Suite S West Chester, PA 19382

phone 610.692.6644

Radnor Township

301 Iven Road

Wayne, PA 19087

Attn: Mr Steve McNelis

Dear Sir.

(mailing) PO Box 3265

West Chester, PA 19381

fax 610.356.9804

email fenccoinc@yahoo.com

1/3/2019

610.721.2080

email smcnelis@radnor.org

re: Liberty Lane property

Radnor, PA

We would like to quote you a price of \$12,985.00 to install approximately 356' of 6' high red cedar shadowbox (board on board) fence along the the side of the road at your Liberty Lane property in Wayne, PA. No gates would be installed in the fence and the fence would be installed approximately 5'-8' off of the road for snow clearing. The fence would have approximately 340' of fence installed along Liberty Lane with two sections of fence installed at the end of the road.

The fence would have 1" by 4" red cedar boards that would be 6' high and the picket tops would be dog eared. The backer rails would be red cedar 2" by 3" boards and the posts would be pressure treated 4" by 4" posts with plain tops that would have dirt and stone tamped around them.

Any permits would be the responsibility of the customer. If needed, an insurance certificate can be provided.

We thank you for contacting us about this work. If you would like us to go ahead with this work, please sign and return a copy of this letter. If you have any questions that we may help you with, please do not hesitate to contact us.

Sincerely yours,

FencCo, Inc

David Phillips

Please note that underground lines need to be marked out by the participating utilities. Any private lines (ie pool, electric) are the customer's responsibility. All clearing of brush or trees from the fence line are the customer's responsibility. An extra charge may be incurred if "hard digging" is encountered. Any prices on this letter may be changed after 30 days.

Payment -	Two thirds	(\$8,000.00)	to be l	billed upon	ordering of	f materials,	balance	upon	completion	of
work.										

Acceptance-	Date
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# Villanova University v. Radnor Twp. Zoning Hearing Board 17-10314 - Possible Motion to Appeal January 17, 2019 order

#### **ORDINANCE NO. 2019-01**

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF RADNOR, CHAPTER 270, SECTION 270-28 PARKING PROHIBITED AT ALL TIMES

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendment to Chapter 270 as follows:

# Section 1. Section 270-28. Parking prohibited at all times.

No person shall park a vehicle at any time upon any of the streets or parts thereof described below.

Name of Street	Side	Location
Radnor Avenue	West	30 feet from the fire
		hydrant located on
		Conestoga Road at Radnor
		Avenue

- **Section 2.** Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.
- **Section 3.** Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.
- **Section 4.** Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

ENACTED and ORDAINED this		_ day of	, 2019	•	
		RADNOR	TOWNSHIP	NSHIP	
	By:				
	•	Name: Li Title: Pr	isa A. Borowski resident		
ATTEST:	cretary				

#### **ORDINANCE NO. 2019-02**

# AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF RADNOR, CHAPTER 270, SECTION 270-20 NO THROUGH TRAFFIC

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendment to Chapter 270 as follows:

# Section 1. Section 270-20. No through traffic.

A. Local travel only is permitted on any of these streets or parts of these streets described below.

Name of Street	Location
Woodland Court	At Eagle Road

- **Section 2.** Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.
- **Section 3.** Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.
- **Section 4.** Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

ENACTED and ORDAINED this	· · · · · · · · · · · · · · · · · · ·	_ day of _		, 2019.
		RADNOR TOWNSHIP		
	By:			
		Name:	Lisa A. Borov	vski
		Title:	President	
ATTEST:				
Robert A. Zienkowski, Secretar	·v			

#### **RESOLUTION NO. 2019-07**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE PURCHASE OF THREE (3) NEW VEHICLES FOR USE BY THE RADNOR TOWNSHIP POLICE DEPARTMENT

**WHEREAS**, the Radnor Township Police Department is seeking to replace three (3) of its vehicles currently being utilized by its Patrol Division; and

**WHEREAS**, the new vehicles can be purchased under Pennsylvania's COSTARS Program for \$147,283.26; and

**WHEREAS**, the new vehicles consist of one (1) 2018 Ford Expedition, one (1) Ford 2019 Explorer and one (1) 2019 Ford Taurus. All vehicles will be AWD and are marked units used for patrol.

**WHEREAS**, Fred Beans Commercial Vehicle Center will provide a check for (1) 2015 Ford Taurus with a trade in value of \$3,250.00; (1) 2015 Ford Explorer with a trade in value of \$3,300.00; and (1) 2010 Ford Expedition with a trade in value of \$2,150.00; for a total trade in value of Eight Thousand Seven Hundred dollars (\$8,700.00);

**WHEREAS**, the new vehicles will be purchased under the 2019 Police Capitol Fund for \$147,283.26;

**NOW, THEREFORE,** be it **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the purchase of three (3) new vehicles for use by the Radnor Township Police Department in an amount not to exceed \$147,283.26.

SO RESOLVED, this 28th day of January, 2019.

	RADNOR TOWNSHIP	RADNOR TOWNSHIP		
	By:			
	Name: Lisa Borowski			
	Title: President			
ATTEST:				
Robert A. Zienkowski, Towns	ship Manager/Secretary			

DADNOD TOWNSHID

# **Radnor Township**

# PROPOSED LEGISLATION

**DATE:** 01/22/19

TO: Robert A. Zienkowski, Township Manager

FROM: Superintendent Christopher B. Flanagan

**LEGISLATION:** Resolution to purchase the three (3) new Ford Police Vehicles

**LEGISLATIVE HISTORY:** Request for legislation/new

**PURPOSE AND EXPLANATION:** The Radnor Township Police Department requests to purchase one (1) Ford Explorer; one (1) Ford Taurus; and one (1) Ford Expedition. All three vehicles will be marked patrol units.

**FISCAL IMPACT:** \$147,283.26. The money will be drawn from the 2019 Pennsylvania COSTARS Program. The funds for this purchase requisition will come from the 2019 Capital Improvement Fund #2019-07.

#### The cost for the purchase of the vehicles is as follows:

	\$147,283.26
1 – Ford 2019 Taurus marked Patrol Vehicle (AWD)	<u>\$ 41,781.77</u>
1 – Ford 2019 Explorer marked Patrol Vehicle (AWD)	\$ 46,637.74
1 – Ford 2018 Expedition marked Supervisor Vehicle (AWD)	\$ 59,863.75

**RECOMMENDED ACTION:** I recommend the Legislation be passed to purchase three (3) vehicles to be utilized by the Radnor Township Police Department.

**MOVEMENT OF LEGISLATION:** Approval at the January 28, 2019 Board of Commissioners Meeting.

# **New Business**

- Discussions Amendments to Stormwater Ordinance (Requested by Commissioner Larkin)
- Discussion for Clarification "multiple meetings with commissioners' item in Manager's Update (Requested by Commissioner Booker)
- Discussion on Revising and Updating the Comprehensive Plan (Requested by Commissioner Booker)
- Discussion Regarding Plastic Bag Ordinance (Requested by Commissioner Borowski & Clark)