

BOARD OF COMMISSIONERS
REVISED AGENDA
Monday, June 10, 2019 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session on June 3, 2019 and preceding the Board of Commissioners meeting of June 10, 2019

1. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner meeting of May 13, 2019 & May 20, 2019
- c) Resolution #2019-52 - Renewing the Township Microsoft 365 Subscription for one year at a price of \$14,695
- d) Resolution #2019-53 - Continuing the Township's Engagement with Cohen Law Group for the cable franchise negotiations with Comcast by approving payments of \$8,635.75 and \$2,661.25 for work already completed and authorizing an additional \$10,000 for future services
- e) Resolution 2019-54 – Authorization to Sign an Agreement to Authorize the Electronic Access to PennDOT Systems for Political Subdivisions
- f) Authorizing the Receipt of Proposals for Towing Services for the Radnor Township Police Department
- g) HARB
 - HARB-2019-06 – 210 Windermere Avenue – Detached garage.
 - HARB-2019-07 – 223 Walnut Avenue - Remove single story laundry room/powder room from rear of house and replace with single story family room, laundry room and half bath.
 - HARB-2019-08 – 233 Walnut Avenue - Replace shed with 1 car garage; extend front porch across right side of house; replace stucco with fiber cement siding consistent with the rear addition completed in November 2017

2. Public Participation - *Individual comment shall be limited to not more than five (5) minutes per Board policy*

3. Recognition of Great American Pub

4. Recognition of Helen McGrane

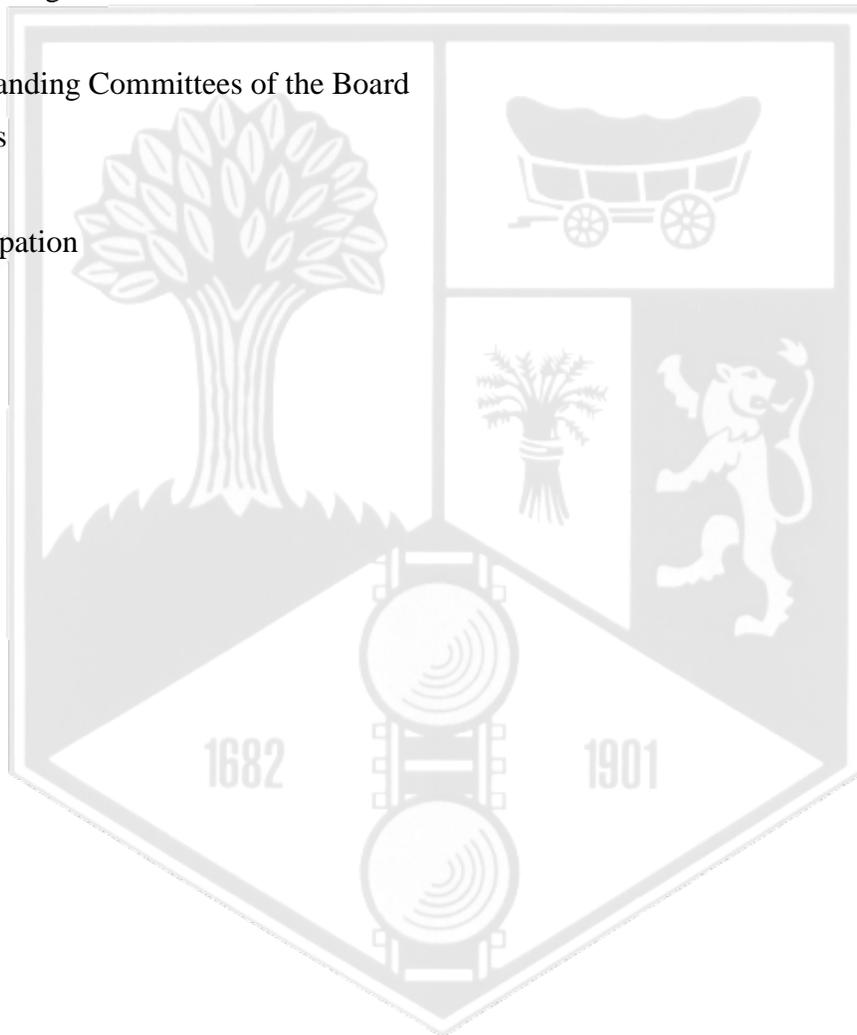
5. Committee Reports

- A. Discussion of Right of Way Ordinance/Agreement (*Requested by Commissioner Abel*)
- B. Presentation of the 2018 Independent Audit (by Zelenkofske Axelrod, LLC)
- C. Resolution #2019-51 – Board Acceptance of the 2018 Comprehensive Annual Financial Report (CAFR) and Independent Audit Report
- D. Ordinance #2019-06 - (**Introduction**) - Approving a Lease Agreement Between the Township of Radnor and Willows Park Preserve
- E. WAWA -Lancaster & Aberdeen Avenues – **FINAL** – Subdivision Plan
- F. Villanova/Musco stadium light presentation
- G. Villanova Stadium ZHB agreement **EXHIBITS ADDED/AGREEMENT ADDED**
- H. Ordinance #2019-05 – (**Introduction**) - Providing For The Amendment Of The Radnor Township Code Of Ordinances By Amending Part 2, General Legislation Creating A New

Chapter 224, Adopting Regulations For The Planting, Controlling, And Removal Of Bamboo, Including Penalties And Other Remedies For Violations

- I. Discussion and Direction on the 2019 Series General Obligation Bonds and project listing
- J. Resolution #2019-49 - Awarding the Design Contract for the Wayne Business Overlay District Tree Planting Project to Carroll Engineering, Incorporated in the amount of \$13,600
- K. Resolution #2019-50 - Awarding the Design Contract for the Wayne Business Overlay Municipal District Parking Resurfacing Project to Carroll Engineering, Incorporated in the amount of \$13,000
- L. 501 S. Ithan – **CAUCUS** – Minor Final Subdivision Plan
- M. 360 Conestoga Road – **CAUCUS** – Minor Final Subdivision Plan

- 6. Reports of Standing Committees of the Board
- 7. New Business
- 8. Old Business
- 9. Public Participation
- 10. Adjournment



RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
June 10, 2019

The table below summarizes the amount of disbursements made since the last public meeting held on May 20, 2019. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code. Also, please visit the [Open Finance](#) program to view the Township's [Checkbook](#), where all vendor payments are available.

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

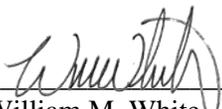
Fund (Fund Number)	2019-5C May 17, 2019	2019-5D May 24, 2019	2019-5E May 31, 2019	Total
General Fund (01)	\$332,762.54	\$110,715.28	\$232,848.25	\$676,326.07
Sewer Fund (02)	11,752.82	22,761.20	7,892.80	42,406.82
Liquid Fuels Fund (03)	258,550.83	0.00	0.00	258,550.83
Storm Sewer Management (04)	228,070.80	12,323.38	296,268.80	536,662.98
Capital Improvement Fund (05)	1,681.10	2,437.50	6,681.26	10,799.86
Police Pension Fund (07)	8,278.95	0.00	4,834.17	13,113.12
OPEB Fund (08)	138,040.29	0.00	566.29	138,606.58
Civilian Pension Fund (11)	7,679.18	0.00	3,646.83	11,326.01
\$8 Million Settlement Fund (18)	4,080.00	4,931.98	0.00	9,011.98
The Willows Fund (23)	0.00	183.58	243.67	427.25
Library Improvement Fund (500)	0.00	0.00	1,355.27	1,355.27
Park & Trail Improvement Fund (501)	0.00	0.00	98,436.38	98,436.38
Total Accounts Payable Disbursements	\$990,896.51	\$153,352.92	\$652,773.72	\$1,797,023.15
<i>Electronic Disbursements</i>	n/a	n/a	n/a	\$1,417,378.81
Grand Total	\$990,896.51	\$153,352.92	\$652,773.72	\$3,214,401.96

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

The Administration has adopted various internal control and processing procedures to ensure that amounts obligated are within the budgetary limits established by the Board of Commissioners. Those procedures are monitored daily by members of the Finance Department and responsible employees of the various departments. The amounts included in the table above have been scrutinized as part of the internal control and processing procedures and have obtained the required approvals prior to disbursement.

If you should have any questions, please contact the Finance Department.

Respectfully Submitted,,



 William M. White
 Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through June 24, 2019

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	6/10/2019	5/19 Credit Card Revenue Processing Fees	\$7,000.00 *
Debt Payment	Various Funds	6/15/2019	US Bank GOB Series 2016	\$305,913.18
Debt Payment	Various Funds	6/15/2019	US Bank GOB Series 2015	\$601,465.63
Payroll [Bi-Weekly] Transaction - Estimated	01-various	6/13/2019	Salaries and Payroll Taxes - General Fund	\$485,500.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	6/13/2019	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Period Total				\$1,417,378.81

* Credit card fees are charged to the Township's accounts on the tenth of the month

<u>Original Estimate</u>			<u>Actual Amount</u>
\$485,500.00	5/16/2019	Salaries and Payroll Taxes - General Fund	\$460,183.33
\$17,500.00	5/16/2019	Salaries and Payroll Taxes - Sewer Fund	\$16,664.47
\$503,000.00			\$476,847.80
\$485,500.00	5/30/2019	Salaries and Payroll Taxes - General Fund	\$480,257.14
\$17,500.00	5/30/2019	Salaries and Payroll Taxes - Sewer Fund	\$16,977.30
\$503,000.00			\$497,234.44
\$230,000.00	6/1/2019	Police Pension Payroll	\$220,567.09
\$155,000.00	6/1/2019	Civilian Pension Payroll	\$152,161.39
\$385,000.00			\$372,728.48

TOWNSHIP OF RADNOR
Minutes of the Meeting of May 13, 2019

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

Commissioners Present

<i>Lisa Borowski, President</i>	<i>Jack Larkin, Vice-President</i>	<i>Jake Abel</i>	<i>Luke Clark</i>
<i>Richard Booker</i>	<i>Sean Farhy</i>	<i>John Nagle</i>	

Also Present: *Kathryn Gartland, Township Treasurer; Robert A. Zienkowski, Township Manager/Township Secretary; William White, Assistant Township Manager & Finance Director; Steve Norcini, Township Engineer; Steve McNelis, Director of Public Works; Steve Amarant, Sewer – Field Leader; 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. Public Participation

Gretchen Groebel, Radnor Conservancy – She spoke in support of the trail projects completion and recycling initiative.

Tim Frey, Williams Road – He commented regarding the need for an objective measure to review capital projects within the Township.

2. Motion to Authorize sending the Township Solicitor to the Zoning Hearing Board Meeting regarding 489 Upper Gulph Road

Commissioner Booker briefly spoke regarding the above agenda item.

Commissioner Booker made a motion to authorize sending the Township Solicitor to the Zoning Hearing Board Meeting regarding 489 Upper Gulph Road, seconded by Commissioner Farhy.

There was a brief discussion amongst the Commissioners regarding the concerns of the use. Nick Caniglia, representing the applicant explained the proposed item. Father Michael DeGregorio spoke of the project as well.

Public Comment

Howard Kline – He spoke in opposition of the zoning variance.

Anna Moore – She spoke in opposition of the zoning variance.

Allison Fantuzzi - She spoke in opposition of the zoning variance.

Jim Colleran, Applicant/Homeowner – He spoke about the history of the home and the reasons he and his wife are looking to gift the property.

Bruce Aylmer – He spoke in opposition of granting the variance.

Commissioner Borowski called the vote, motion passed 5-2 with Commissioners Larkin and Nagle opposed.

3. Discussion of Lancaster Avenue

Mr. Zienkowski commented that there was pre-construction meeting at PennDOT for paving and they are only doing a mill and overlay. There will be no curbing replacement, etc. he would like a letter sent to PennDOT letting them know that the solution is inadequate. There was a sense of the Board to have a letter drafted and sent to PennDOT.

4. Resolution #2019-47 - Authorizing the Removal of Thirteen Trees Along the Stream Corridor at Encke Park

Steve McNelis, Director of Public Works explained that the authorization is to remove 13 trees along the stream corridor at Encke Park has not been previously before the Board of Commissioners. The Township Manager requested, the Township Arborist, John Rockwell Hosbach, to evaluate the trees along the stream corridor/buffer area in Encke Park. The Township Arborist has inspected and marked thirteen (13) trees deemed at risk and in need of removal. Horgan Tree Experts provided a price proposal for the work for \$13,450. Mr. Zienkowski commented that Cabrini University has donated 88 trees to the Township and some of those trees will be replanted where the above are being removed.

Commissioner Nagle made a motion to approve, seconded by Commissioner Farhy. Motion passed 5-2 with Commissioners Booker and Abel opposed.

5. Discussion of Capital Funding Projects

Mr. White, Assistant Township Manager & Finance Director discussed the proposed capital funding projects which can be found in the Board Packet. There was consensus of the Board to proceed forward with proposed project list.

6. Discussion of Sanitary Sewer Public Utility

Mr. White, Assistant Township Manager & Finance Director reviewed the Sanitary Sewer. There was an in-depth discussion amongst the Commissioners and Staff regarding the sanitary sewer needs currently and in the future. There will be a discussion at the May 20, 2019 Board of Commissioners meeting to review a borrowing analysis program for the Sanitary Sewer.

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 May 20, 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 Luke Clark Sean Farhy John Nagle

Commissioners Absent

Jake Abel Richard Booker

Also Present: Robert A. Zienkowski, Township Manager/Township Secretary; Kathryn Gartland, Township Treasurer; John Rice, Township Solicitor; William White, Assistant Township Manager/Finance Director; Christopher Flanagan, Superintendent of Police; Steve Norcini, Township Engineer; Steve McNelis, Public Works Director; Kevin Kochanski, Director of Community Development; Tammy Cohen, Director of Recreation and Community Programming; 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 May 20, 2019

There was an Executive Session on May 20, 2019 where matters of Litigation and Personnel were discussed. All Commissioners were in attendance except for Commissioner Abel and Booker.

1. Consent Agenda

- a) Disbursement Review & Approval
- b) Acceptance of Department Monthly Reports
- c) Approval of minutes of the Board of Commissioner meeting of April 8, 2019, April 22, 2019 & April 29, 2019
- d) Final Staff Traffic Committee Meeting Minutes – April 17, 2019
- e) Resolution #2019-39 - Approving a five-year capital lease agreement with Clayton Holdings, LLC for the financing of the Board approved purchase of a high-pressure sewer cleaner for the Public Works Department
- f) Resolution #2019-44 - Application for County Aid for Allocation of Delaware County Liquid Fuels Tax Funds
- g) Motion to Authorize the Sale of Surplus Vehicles and Equipment

Commissioner Larkin made a motion to approve, seconded by Commissioner Clark. Motion passed 5-0 with Commissioners Abel and Booker absent.

Commissioner Borowski reminded everyone that the Radnor Memorial Day Parade is this Monday, May 27th on Lancaster Avenue.

2. Recognition of the Radnor Enhancement Trust

Commissioner Borowski presented Mr. Stuntebeck's daughter Robin with a recognition for the Radnor Enhancement Community Trust and their work in a Beautification Project in Wayne.

3. Recognition of Villanova University for the 2019 Spring Eggstravaganza Event

Tammy Cohen, Director of Community Programming and Recreation presented Villanova University with a recognition for the 2019 Spring Eggstravaganza Event.

4. Recognition for St. John's AME Church

Commissioner Borowski and State Representative Jennifer O'Mara presented St. John's AME Church with a proclamation recognizing their 131st Anniversary.

5. Recognition of Community Members

Commissioner Clark presented Dan and Michelle Scolnick with a recognition for Community Support during the Carol H. Axelrod blood Drive.

Commissioner Borowski presented Matt and Jane Golas with a recognition for Community Support during the Township Tree Survey.

6. Public Participation - Individual comment shall be limited to not more than five (5) minutes per Board policy

Patti Barker, Garrett Avenue – She spoke regarding a new construction home on Garrett Avenue which is out of zoning.

Sara Pilling, Ready100 – She announced that the 1st meeting for the Green Team Task Force in next Thursday at 6:30 in the Radnorshire Room.

Jim Yannopoulos, Braxton Road – He spoke inquiring on the status of a zoning decision that was to be made regarding Villanova Lighting.

Martin Canfield, Hawthorne Lane – He also spoke to inquire on the status of the lighting ordinance for Villanova University; also spoke inquiring for an update on negotiations of the stadium lighting.

Mr. Rice gave a brief update to the residents regarding the 1980 zoning decision.

Roberta Winters, 326 Williams Road – She commented that there is a commitment that the League of Women Voters will continue to educate on light pollution.

7. Committee Reports

PERSONNEL & ADMINISTRATION

A. Ordinance #2019-06 - (Introduction) - Approving a Lease Agreement Between the Township of Radnor and Willows Park Preserve

Mr. Rice briefly discussed the proposed Lease Agreement between the Township and Willows Park Preserve. Evelyn McGreevy representing the Willows Park Preserve briefly discussed the proposed lease.

Commissioner Larkin made a motion to table until the June 10th Board of Commissioners meeting, seconded by Commissioner Nagle. Motion passed 5-0 with Commissioner Booker and Abel absent.

Mr. Zienkowski asked for the lease to be sent to the Parks Board for review and send their comments to the Solicitor for consideration. There was a brief discussion amongst members of the Willows Park Preserve as well as Commissioners.

B. Crown Castle Micro Cell Update (Requested by a Township Resident)

Megan Hand, representing the Ravenscliff neighborhood briefly discussed their opposition of the Micro-Cell testing and Micro-cells in the neighborhood. There were many residents in attendance and a few spoke from Ravenscliff all in opposition of Micro Cell in their neighborhood.

There was a consensus of the Board to dissuade Crown Castle from proceeding any further within the neighborhood of Ravenscliff.

FINANCE & AUDIT

C. Review of Sanitary Sewer Forecast (follow up from May 13 Special Meeting)

Bill White, Assistant Township Manager & Finance Director made a presentation reviewing the Sanitary Sewer Forecast. There was a discussion amongst the Commissioners and Staff. There was a sense of the Board to have proposals brought before the Board at the next meeting for a valuation of the sanitary sewer system.

PARKS & RECREATION

D. Fenimore Woods Park Improvement Plan Presentation

Members of Gilmore & Associates made a brief presentation which can be found on the Township website at: <https://www.radnor.com/910/Board-of-Commissioners-Presentations>. There was a brief discussion amongst the Commissioners, consultants and staff.

E. Consideration for a Motion to Authorize Receipt of Bids for Fenimore Woods Park Improvements

Commissioner Larkin made a motion to authorize receipt of Bids for Fenimore Woods Park Improvements, seconded by Commissioner Clark. Motion passed 5-0 with Commissioners Booker and Abel absent.

Public Comment

Jane Galli, Barcladen – She inquired about the water rising in the pond area.

PUBLIC WORKS & ENGINEERING

F. Resolution #2019-45 - Award of the 2019 Superpave Resurfacing Program

The project entails milling and the installation of 1.5" of compacted 9.5mm Superpave wearing course. Attached is the legislative memo requesting authorization to receive sealed bids, as well as the exhibit noting the streets to be resurfaced, approved by the Board of Commissioners. If approved by the Board of Commissioners, the contractor will be provided the Notice to Proceed upon receipt of the required bonds and material submittals. The contract is to be completed by August 31, 2019. Funding for this project is provided in the Liquids Fuels Account, #03-439-4880. The budgeted amount for this project is \$808,000. The lowest qualified bidder is Glasgow, Incorporated, in the amount \$747,045.00 for the base bid.

Commissioner Nagle made a motion to approve, seconded by Commissioner Larkin. Motion passed 5-0 with Commissioners Booker and Abel absent.

G. Resolution #2019-46 - Authorizing the Extension of Contract #B-17-004, Custodial Services for the Radnor Township Municipal Building, Radnor Activity Center and the Public Works Office to CleanNet USA, Incorporated

The Services provided to the Township began in May 2018. This resolution is a request for a one-year extension of the contract with the same terms and pricing. Pending Board approval, we will notify CleanNet USA, Inc. to continue providing custodial services for the Township. The annual cost for the custodial services is \$115,800 and will be charged against the appropriate Building and Grounds Cleaning Contract Accounts.

Commissioner Nagle made a motion to approve, seconded by Commissioner Larkin. Motion passed 5-0 with Commissioners Booker and Abel absent.

H. Resolution #2019-40 - 145 KOP Road - Final – Final Land Development Plan – Brandywine Realty Trust – Hotel, Office, Parking Structure

Penn Medicine has submitted Financial Subdivision plans for the above project. The purpose of this plan is to depict a financial subdivision for the property at 145 King of Prussia Road. This project received final approval by the Board of Commissioners on May 21, 2018. A condition of the May 2018 approval included that the hotel and office would require a separate land development approval. We note that since the Land Development approval in May of 2018, the revised plans indicate that there has been a slight decrease in impervious coverage from 43.82% to 43.39%. This project is located in the PLO district of the Township.

The applicant is requesting for Item 7 of Exhibit B to be stricken from the approval.

Commissioner Larkin made a motion to amend the resolution for item 2 to read *Compliance with the correspondence of Gilmore & Associates dated April 1, 2019, a copy of which is attached hereto and incorporated herein as Exhibit “B”, except for Paragraph III., 7. regarding the traffic adaptive systems which is an obligation of Penn Medicine pursuant to Resolution 2018-22*, seconded by Commissioner Nagle. Motion passed 5-0 with Commissioners Booker and Abel absent.

Commissioner Larkin made a motion to approve as amended, seconded by Commissioner Nagle. Motion passed 5-0 with Commissioners Booker and Abel absent.

I. Resolution #2019-41 - Jaguar Land Rover Main Line – Final – Preliminary/Final Land Development Plan

The applicant is proposing to renovate and expand its existing dealership. The existing building footprint is 10,461 square feet and the overall building footprint will increase to 13,375 square feet. This project is located in the C3 district of the Township. The applicant was before the Zoning Hearing Board on March 21, 2019 and received relief from §280-4 and §280-I03.B(20). The written determination has not yet been released.

Commissioner Larkin made a motion to approve, seconded by Commissioner Nagle. Motion passed 5-0 with Commissioners Booker and Abel absent.

J. Resolution #2019-43 - Flashing “Curve” Signal, Conestoga Road by Mill Road, T160

Radnor Township owns all flashing signals and traffic signals within its political boundaries. Each flashing signal requires a formal maintenance agreement with Pennsylvania Department of Transportation (Penn DOT), in the form of a T1 60. Penn DOT wishes to perform safety upgrades to the flashing curve signal on east bound Conestoga Road by Mill Road. Specifically:

- The Department is looking to upgrade the curve signing with reverse turn warning signs and 25 MPH advisories (a reduction from the previous 30 MPH advisory signs).
- The curve signing will also indicate the side streets through the reverse turns (Mill Rd, Radnor Ave, & Spring Hill Rd.)
- Also, large arrows and chevrons will be installed throughout the reverse turn along with the new advisory speed.

- The existing flashing warning device will be upgraded, and the reverse turn signing will be mounted to the flashing warning device.
- The curve warning legends and dotted extension on the roadway will be restriped to ensure conspicuity.
- Pavement markings will be installed on Mill Road to better align traffic with Conestoga Road.
- In addition, Penn DOT will be applying high friction surface treatment (HFST) on the curve at Mill Road and Radnor Avenue.

This particular flashing signal, although it has been in place for many years, does not have the requisite T1 60 agreement. In order for the Township to be the beneficiary of these upgrades, the T160 must be adopted by the Board of Commissioners

Commissioner Nagle made a motion to approve, seconded by Commissioner Larkin. Motion passed 5-0 with Commissioners Booker and Abel absent.

~~K. Resolution #2019-42 – Radnor TAP Trail – Authorizing Simone Collins Landscape Architecture to Proceed with Stormwater Management Modifications, Change Order #7, in the Amount of \$14,101.00~~

This item was removed from the agenda.

L. Ordinance #2019-05 - Introduction - Providing For The Amendment Of The Radnor Township Code Of Ordinances By Amending Part 2, General Legislation Creating A New Chapter 224, Adopting Regulations For The Planting, Controlling, And Removal Of Bamboo, Including Penalties And Other Remedies For Violations

This item has been tabled until the June 10th agenda.

COMMUNITY DEVELOPMENT

M. Discussion – Board of Health’s Recommendations regarding the Regulation of Gas Leaf Blowers

The Radnor Board of Health (BOH) would like to highly recommend the regulation of gas leaf blowers. We would appreciate your support and look forward to you forwarding our recommendation to the Board of Commissioners (BOC).

The performance of lawn maintenance and leaf removal by professional lawn services is already prohibited on Sundays in Radnor Township. There is documented evidence concerning health hazards associated with older model gas leaf blowers. Specifically, excessively high noise level, dispersal of particulate matter and gas/oil emissions are all hazards to both the homeowner and the community. The BOH has reviewed various strategies for reducing health risks and recommends that the BOC regulate gas leaf blowers as follows:

- Use of only model year 2007 or newer gas blowers producing 65 dBA of noise or less
- Use be restricted to between the hours of 8 AM and 6 PM
- That the use of electric lawn equipment or manual methods of removing leaves from be promoted.

We are hoping that the BOC will vote yes and approve this important initiative for the health of our township residents.

Commissioner Nagle made a recommendation to forward the above to the Planning Commission. There was a consensus of the Board to send the above to Planning Commission.

N. Consideration to forward the petition from Hemcher Family Partnership - Amending Chapter 280 of the Radnor Township Code, Zoning Ordinance, by establishing regulations for allowing rooftop dining within the Wayne Business Overlay District (WBOD) to the Township Planning Commission, and/or other Township Boards, Commissions, and Committees for review and comment

This petition was filed by Hemcher Family Partnership (Great American Pub) to establish regulations for Rooftop Dining within the WBOD (Wayne Business Overlay District). The proposed amendment provides detailed use regulations and requirements to provide additional outdoor dining opportunities for properties within the WBOD District.

There was consensus of the Board to move to the Planning Commission.

PUBLIC SAFETY

None

LIBRARY

Commissioner Borowski wanted to recognize Helen McGrane who recently stepped down from the Library Board.

PUBLIC HEALTH

None

New Business

None

Old Business

None

Commissioner Borowski thanked Township Staff for their hard work during the Wheels of Wayne on May 19th.

Public Participation

None

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

*Respectfully submitted,
Jennifer DeStefano*

**RESOLUTION 2019-52
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA AUTHORIZING THE RENEWAL SUBSCRIPTION FOR
MICROSOFT OFFICE 365 LICENSING**

WHEREAS, The Board of Commissioners adopted Resolution 2015-64 in June 2015 which authorized the migration of the Township’s email and office productivity software to the Microsoft Office 365 “Cloud” platform; and

WHEREAS, the Microsoft Office 365 program requires renewal annually.

NOW, THEREFORE, it is hereby *RESOLVED* that the Board of Commissioners of Radnor Township hereby authorizes the Township Manager to renew the Township’s Microsoft Office 365 licensing for a one-year terms at the following prices:

Product	Monthly Cost per User	Estimated Number of Licenses	1st Year Pricing Estimate
Annual Licensing:			
O365GovE3	\$15.64	54	\$10,134.72
ExchangeOnlinePlan2Gov	\$6.44	53	4,095.84
O365GovK1	\$2.76	14	463.68
Annual Licensing Total			<u>\$14,694.24</u>

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 10th day of June, A.D., 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski,
Township Manager / Secretary

Radnor Township



PROPOSED LEGISLATION

DATE: June 3, 2019

TO: Board of Commissioners

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

LEGISLATION: A resolution authorizing the renewal of the Township's Microsoft Office 365 licensing.

LEGISLATIVE HISTORY: The Board of Commissioners adopted Resolution 2015-64 in June 2015 which authorized the migration of the Township's email and office productivity software to move from in-house server based to the "Cloud." The migration occurred during the fall/winter of 2015/2016 and the licensing renews annually in August.

PURPOSE AND EXPLANATION: The reasoning for the migration away from in-house server email / software was (from Resolution 2015-64 Legislative Summary):

On an ongoing basis, the Township purchases email service from Kerio and maintains an email server in the Township Building. Additionally, the Township purchases Microsoft Office products, including Word, Office, Excel, PowerPoint, Access and Outlook, on an ongoing basis as part of the computer replacement program. We are currently running Microsoft Office 2010 products. Further, in 2014 the Township received several comments from the Independent Auditor regarding data security and disaster recovery.

In researching solutions to improve IT efficiencies, we sought out solutions that would enhance the following:

- Greater data security (audit comment)
- Documented disaster recovery (audit comment)
- Cloud based email and document storage and access for cheaper storage costs and availability
- Document sharing, collaboration, remote access, version control
- Improved virus scanning and spam filtering
- Improved Right-to-know archiving, searching, and reporting
- Eliminate the need for our current email server
- Eliminate the need for third party email archiving system
- Affordability versus the costs currently incurred for replacement Office products and email system

FISCAL IMPACT: The annual subscription for the various packages totals \$14,695. This amount is the same as it was for 2018 and was included in the 2019 budget at \$15,000.

RECOMMENDED ACTION: The Administration respectfully recommends approving the renewal at the June 10, 2019 Board meeting.

**RESOLUTION 2019-53
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA APPROVING ADDITIONAL FUNDING FOR FINALIZING
NEGOTIATIONS WITH COMCAST WITH RESPECT TO THE TOWNSHIP
FRANCHISE AGREEMENT**

WHEREAS, the Radnor Township Board of Commissioners approved a proposal by Cohen Law Group for Comcast negotiations on or about September 1, 2015 in a total amount of \$11,125.00; and

WHEREAS, the Board of Commissioners adopted Resolution 2017-56 on March 27, 2017 that extended the length of the engagement with Cohen Law Group and authorized an additional \$28,838.50; and

WHEREAS, based upon the responses by Comcast and the continued complexity to initiate and complete a PEG study, the Board further intends to extend its engagement with Cohen Law Group and authorize payments in the amount of \$8,635.75 and \$2,661.25 for services rendered plus an additional \$10,000 for future negotiation time needed.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby approve payment of existing invoices from the Cohen Law Group in the amount of \$8,635.75 and \$2,661.25 and the Board further approves additional funding in the amount not to exceed \$10,000.00 in order to complete all Comcast negotiations.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 10th day of June, A.D., 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski,
Township Manager / Secretary

MUNICIPALITY/AUTHORITY RESOLUTION

BE IT RESOLVED by authority of the Board of Commissioners
(Borough Council, Board of Supervisors, etc.)

of the Radnor Township, Delaware County, and it is
(Municipality) (County)

hereby resolved by authority of the same, that the President of
(Chairman or Designated Title)

said Municipality/Authority be authorized and directed to sign the attached Agreement

on its behalf and the Township Manager/Secretary be authorized
(Secretary or Designated Title)

and directed to attest the same.

ATTEST: Radnor Township
(Name of Municipality)

Robert A. Zienkowski, Township Manager/Secretary **BY** Lisa Borowski, President
(Signature and Title) (Signature and Title)

I, Lisa Borowski, of the Radnor Township Board of Commissioners,

do hereby certify that the forgoing is a true and correct copy of the Resolution adopted

at a regular meeting of the

Radnor Township Board of Commissioners held the 10th day

of June 2019.

Date: June 10th, 2019. Lisa Borowski, President
(Signature and Title)

(SEAL)



Department Use Only

Agreement No: _____

User ID Code: _____

AGREEMENT TO AUTHORIZE
ELECTRONIC ACCESS TO PENNDOT SYSTEMS
(POLITICALSUBDIVISIONS)

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this _____ day of _____, by and between the Commonwealth of Pennsylvania, acting through the Bureau of Project Delivery of the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND
Radnor Township

(NAME OF APPLICANT)

301 Iven Avenue, Wayne, PA 19087

(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

23-6000200

(FEDERAL ID NUMBER)

610-688-5600

(PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the **Engineering and Construction Management System** (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, is willing to permit the APPLICANT to electronically submit technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects as part of the DEPARTMENT'S program to use the System; and

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §§ 511.1) authorizes the DEPARTMENT, through the Secretary of transportation, to enter into all necessary contracts and agreements with the proper agencies of any governmental, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will permit access to the System as the DEPARTMENT shall direct.

3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes (“User ID codes”) provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee’s User ID code immediately upon the employee’s separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT’S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for the negligent submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT’S employee.
4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.
5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. The DEPARTMENT will provide support only during normal business hours of the DEPARTMENT offices (7:30 AM until 4:30 PM.)
6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, the APPLICANT shall cease and shall cause its users to cease attempts to access the System.
7. The APPLICANT shall comply with the current versions of the following:
 - Right to Know Law, attached as Exhibit A
 - Contractor Integrity Provisions, attached as Exhibit B
 - Americans with Disabilities Act, attached as Exhibit C
 - Contractor Responsibility Provisions, attached as Exhibit D
 - Nondiscrimination/Sexual Harassment Clause, attached as Exhibit E
 - Offset Provision, attached as Exhibit F
8. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

Exhibit A: Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (RTKL) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure; the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised July 2, 2012

Exhibit B: Contractor Integrity Provisions

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **“Financial Interest”** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [*Governor’s Code of Conduct, Executive Order 1980-18*](#), the 4 Pa. Code §7.153(b), shall apply.
 - g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to

Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily- accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will

determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of *the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall

not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit C: Provisions Concerning The Americans With Disabilities Act

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, user a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the “*General Prohibitions Against Discrimination*,” 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor’s failure to comply with the provisions of paragraph 1.

Exhibit D: Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, y of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth if its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

EXHIBIT E: Nondiscrimination/Sexual Harassment Clause [Contracts]

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and

records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F: Offset Provision

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

Authorizing the Receipt of
Proposals for Towing
Services for the Radnor
Township Police
Department

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: CARDAMONE ANTHONY F & HEATHER LOUIS
OWNER ADDRESS: 210 WINDERMERE AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY: 210 WINDERMERE AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2019-06

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

Detached garage.

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

NOTES AND/OR CONDITIONS OF APPROVAL:

Approved as submitted.

ISSUED: Monday, June 10, 2019

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: FERGUSON HOLLY B & JEREMY L
OWNER ADDRESS: 223 WALNUT AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY: 223 WALNUT AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2019-07

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

Remove single story laundry room/powder room from rear of house and replace with single story family room, laundry room and half bath.

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

NOTES AND/OR CONDITIONS OF APPROVAL:

Approved as submitted.

ISSUED: Monday, June 10, 2019

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: MCQUESTEN MARC & PATRICIA
OWNER ADDRESS: 233 WALNUT AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY: 233 WALNUT AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2019-08

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

Replace shed with 1 car garage; extend front porch across right side of house; replace stucco with fiber cement siding consistent with the rear addition completed in November 2017.

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

NOTES AND/OR CONDITIONS OF APPROVAL:

Approved as submitted.

ISSUED: Monday, June 10, 2019

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

Public Participation

Recognition of Great American Pub

Recognition of Great American Pub

Discussion of Right of
Way
Ordinance / Agreement
*(Requested by Commissioner
Abel)*

Presentation of the 2018 Independent Audit

RESOLUTION NO. 2019-51

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, FORMALLY ACCEPTING THE INDEPENDENT AUDITORS' REPORT AND 2018 AUDITED FINANCIAL STATEMENTS OF RADNOR TOWNSHIP TO BE INCLUDED IN THE 2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT

WHEREAS, The Township engaged Zelenkofske Axelrod LLC (the "Auditors") to perform the annual financial audit pursuant to the Township's Home Rule Charter §7.13 for the year ending December 31, 2018; and

WHEREAS, Township Management bears the sole responsibility for the completeness and accuracy of the 2018 Financial Statements; and

WHEREAS, Zelenkofske Axelrod LLC, in its capacity as the Township's independent CPA, is responsible for expressing an opinion on the financial statements as prepared by Management and is responsible for issuing an opinion based upon the results of their audit of the Township as summarized in the Independent Auditors' Report; and

WHEREAS, The Citizens' Audit Review & Financial Advisory Committee ("CARFAC"), made up of one volunteer resident as appointed by the Board of Commissioners, was involved in the audit process by overseeing project schedules and timelines, discussing internal control deficiency resolutions from prior years' audit results with management and the auditors, and by meeting independently with representatives of the Auditors to review possible audit findings, including but not limited to those specifically addressed in the SAS 115 Letter to Management prepared by the Auditors; and

WHEREAS, CARFAC accepts no responsibility and takes no position on the completeness or accuracy of either the Independent Auditors' Report or the Audited Financial Statements; and

WHEREAS, exclusively based on the foregoing, CARFAC has recommended that the Board of Commissioners adopt a resolution during a public meeting accepting the Independent Auditors' Report and management's 2018 Audited Financial Statements.

NOW, THEREFORE, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners formally accept the Independent Auditors' Report as prepared by Zelenkofske Axelrod LLC and the 2018 Audited Financial Statements as prepared by Management, both of which are to be included in the Township's 2018 Comprehensive Annual Financial Report (CAFR).

SO RESOLVED, this 10th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Name: Robert A. Zienkowski,
Title: Township Manager / Secretary

Radnor Township



PROPOSED LEGISLATION

DATE: June 4, 2019

TO: Board of Commissioners

FROM: William White, Assistant Township Manager and Director of Finance

LEGISLATION: Resolution 2019-51 Accepting the 2018 Audited Financial Statements and Independent Auditors' Report.

LEGISLATIVE HISTORY: The Township engaged Zelenkofske Axelrod, LLC as Independent Auditors for the 2018 audit period, which has now been completed. The Township's 2018 Comprehensive Annual Financial Report (CAFR) will be completed and filed by June 30th and will be available on the Township's web site.

PURPOSE AND EXPLANATION: This Resolution formally concludes the 2018 audit period by publically and transparently *accepting* the 2018 Audited Financial Statements and Independent Auditors' Report. It is imperative to note:

- Management is solely responsible for the content and accuracy of the 2018 Audited Financial Statements
- Zelenkofske Axelrod is solely responsible for expressing an opinion on the 2018 Audited Financial Statements as detailed in their Auditor's Report (to be included on page 1 of the Comprehensive Annual Financial Report)
- CARFAC only had one member that was actively involved in this year's audit and will be reporting to the Board independent from Administration
- By accepting this document, the Board of Commissioners is not accepting responsibility for the content or accuracy of the Audited Statements or the Independent Auditors' Report

FISCAL IMPACT: There is no fiscal impact associated with this Resolution.

RECOMMENDED ACTION: In the interest of adding transparency and to conclude the 2018 audit process, the Administration and CARFAC both respectfully recommend that the Board adopt Resolution 2019-51.

ORDINANCE NO. 2019-06

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING A LEASE AGREEMENT BETWEEN THE
TOWNSHIP OF RADNOR AND WILLOWS PARK PRESERVE**

WHEREAS, Radnor Township and Willows Park Preserve have negotiated and agreed upon a twenty-five (25) year lease of the Willows Mansion building at 490 Darby-Paoli Road in the Township; and

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

NOW, THEREFORE, be it hereby *ENACTED* and *ORDAINED* that the Radnor Township Board of Commissioners hereby approves the Lease Agreement with Willows Park Preserve, a copy of which is attached hereto and incorporated herein as Exhibit "A".

ENACTED AND ORDAINED this _____ day of _____, 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

LEASE AGREEMENT

This Lease Agreement ("Lease") is made this ____ day of _____, 2019, by and between **Radnor Township**, a municipal subdivision of the Commonwealth of Pennsylvania ("Township") and **Willows Park Preserve**, a section 501(c)(3), Pennsylvania nonprofit corporation ("WPP"), organized and existing for the purposes of restoring and/or rehabilitating the Willows Mansion to ensure its use as a community resource for Radnor residents, and in consideration of the mutual covenants herein contained, the Parties agree as follows:

SECTION I

DESCRIPTION OF PREMISES/DEFINED TERMS

Township agrees to lease to WPP the Willows Mansion building, including the patio ("Mansion"), located at 490 Darby Paoli Road, Radnor Township, Pennsylvania. The Mansion shall hereinafter be referred to as the "Leased Premises."

The "Park" shall mean Willows Park, a public park owned by the Township. The Leased Premises is located in the Park and includes the Mansion and the areas adjacent to the Mansion as set forth on Exhibit "B".

SECTION II

TERM

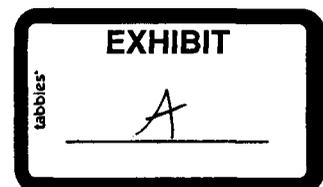
The initial term of this Lease shall commence upon execution of this Lease Agreement ("Commencement Date") and shall expire twenty-five years from the date when a certificate of occupancy is issued for the Mansion.

Upon completion of the initial twenty-five (25) year Term, the Lease Agreement shall automatically renew for an additional period of three (3) years (the "Renewal Term"), unless WPP gives notice to the Township in writing at least six (6) months prior to the last day of the then current Term.

SECTION III

LEASE PURPOSE

To restore the Mansion, and to maintain and operate community-based programs and events from the Leased Premises, thereby alleviating the Township's burden of restoring, renovating and/or preserving the Leased Premises, to provide innovative, educational programs for all age groups, and to make the Leased Premises available for community and fundraising events that support the preservation of the Leased Premises as a historic, community resource for generations of Radnor residents.



SECTION IV

PERMITTED USE OF LEASED PREMISES

WPP is a section 501(c)(3) Pennsylvania nonprofit corporation providing cultural, educational, recreational, historical and community-based programs to Radnor residents. WPP shall be entitled to use the Leased Premises as its office and to conduct programs, classes and events in the Leased Premises in furtherance of the restoration, preservation and maintenance of the Mansion. WPP may make the Leased Premises available to other persons, groups and organizations for cultural, educational, recreational, historical and charitable events. WPP shall procure and thereafter maintain any license or permit required for the proper and lawful conduct of WPP's business or other activity carried on in the Leased Premises. During the term of this Lease Agreement, WPP reserves the right to pursue a historic designation for the Mansion from both the State Historic Preservation Office and the National Register of Historic Places. Subject to the approval of the Board of Commissioners, WPP may extend its holistic approach to other areas of the Park, including, seeking Arboretum status.

The Township and WPP shall meet on or before January 31 of each year to establish a schedule of Mansion use for: a) major, private uses; b) resident, community group use; and c) Township use. WPP will not schedule more than 25 major, private events per year, each with no more than 150 attendees at the event. WPP shall have priority to schedule its 25 major, private events in the Mansion provided that such events do not conflict with the Township's existing list of annual events. For each major event, WPP shall coordinate in advance with the Township to address hours of operation, parking and necessary security issues.

WPP shall not carry out any activity on the Premises that is a violation of the laws of the Commonwealth of Pennsylvania, including, all applicable zoning laws and variances and/or any other ordinances of Radnor Township.

SECTION V

RENT

The Rent for the Term shall be One Dollar (\$1.00) per year, payable twenty-five (25) years in advance, upon commencement of this Lease. The Rent for the Automatic Term of Renewal shall be One Dollar (\$1.00) per year, payable three (3) years in advance upon commencement of the Renewal Term.

SECTION VI

COST OF UTILITIES/MAINTENANCE TO LEASED PREMISES

For two years from the Commencement Date, the Township will continue to be responsible for up to \$15,000.00 annually of utility and maintenance costs described hereafter. For this two year period, WPP shall be responsible for all amounts in excess of the Township's payment for: a) all utilities, including, electricity, gas, water and sewer, that are consumed within the Leased Premises and shall be responsible for telephone, cable and internet services; and b) general housekeeping, janitorial services and repair, including routine HVAC maintenance and repair, gutter cleaning and pest control. WPP reserves the right to request additional funds from the Township's current budgeted funding, such approval not to be unreasonably withheld, however, the Township's financial obligation is capped at \$1.6 million for infrastructure and other costs in support of WPP's permitted uses of the Leased Premises.

SECTION VII

ACCESS TO LEASED PREMISES AND PARK

Commencing with the Commencement Date, WPP shall have access to the Mansion twenty-four (24) hours per day, seven (7) days per week. WPP shall have the non-exclusive use of the Park and the parking areas in the Park for the purpose of parking vehicles of WPP and its guests. WPP shall at all time have the right of access, ingress and egress to and from the Leased Premises by the roads, driveways and walkways existing in the Park, for itself and its guests, subject to such reasonable public safety restrictions as may be imposed by the Township.

WPP shall be permitted to post signs in front of the Leased Premises, in the adjacent parking area, and at other permissible locations, provided that the signs are pre-approved by the Township. WPP may use the grounds near the Leased Premises for its Permitted Use Activities. At all times relevant hereto, WPP shall have use of the parking lot adjacent to the Leased Premises.

The Township retains the right to go upon and inspect the Leased Premises and every part thereof, with reasonable prior notice, or without advance notice in the event of an emergency. The Township agrees to use reasonable efforts to conduct all such inspections in a manner and at times that minimizes interference with WPP's use of the Leased Premises.

SECTION VIII

WPP RESPONSIBILITIES

- (a) IMPROVEMENTS/ALTERATIONS/ADDITIONS. WPP shall make all necessary improvements, alterations and additions to the Leased Premises necessary to conduct its charitable purposes and Permitted Uses at the Premises. All such improvements, alterations and additions shall be made in accordance with the specifications attached hereto at Exhibit A, that shall be prepared by the WPP and presented to the Township for their review and approval, such approval not to be unreasonably withheld or delayed. The parties acknowledge and agree that the scope of the specifications attached at Exhibit A is contingent upon WPP funds on hand and subject to amendment and review by WPP. All improvements, alterations and additions shall be done in a good and workmanlike manner, and in accordance with all applicable laws and Township ordinances. Upon expiration and/or earlier termination of this Lease Agreement, all such improvements, alterations and additions shall remain at the Leased Premises and shall become the property of the Township without payment by the Township.

Upon request by the WPP the Township will provide input into any aspect of the proposed improvements and construction planned by WPP.

The WPP shall be responsible for all aspects of construction, including, but not limited to, retaining a general contractor to oversee the improvements, alterations and additions to the Leased Premises and ensuring all benchmarks and timelines included within Exhibit A are being met. The improvements, alterations and additions will be solely funded by WPP donated funds, and as such, any improvements, alterations and additions are not subject to public bidding requirements. The Township shall have no liability for or responsibility to complete the improvements, alterations and additions specified in Exhibit A.

The Parties acknowledge and agree that the WPP's obligation to make the improvements, alterations and additions specified in Exhibit A are contingent upon the WPP's ability to raise the necessary funding for each aspect of construction. Accordingly, the Parties agree that the improvements, alterations and additions specified in Exhibit A may be bifurcated into separate projects based upon available funds. WPP will be responsible for providing bi-annual reports to the Township regarding progress of fundraising efforts and construction. WPP will make commercially reasonable efforts to complete all aspects of the improvements, alterations and additions specified in Exhibit A within Four Years of the Commencement Date as defined herein. Additionally, The WPP shall make commercially reasonable efforts to begin construction of the Phase I Improvements outlined in Exhibit A within six (6) calendar months from the Lease Commencement Date as defined herein. The Township acknowledges and agrees that it will work in good faith and collaboratively with the WPP throughout the Lease Term, including, but not limited to, making commercially reasonable efforts to begin the utility infrastructure upgrades outlined in Section X, Paragraph (b)(ii) within one (1) year from the Lease Commencement Date as defined herein.

Notwithstanding the foregoing, the Parties acknowledge that the WPP has secured a \$1,000,000.00 donation to be used to move forward immediately upon commencement of the Lease Term with improvements to the Leased Premises to prevent any further damage and/or deterioration of the Mansion.

- (b) GENERAL MAINTENANCE/REPAIR: WPP and the Township shall cooperate in maintaining and keeping the Leased Premises and surrounding Park in good order and repair, for its intended use as a community resource. WPP shall not be responsible for maintaining the driveway, Park roads, paths and/or parking areas, sewer and other utility lines, and/or general Park maintenance up to and surrounding the Mansion. The Township will provide snow removal throughout the park in accordance with current snow removal policies except for the driveway area from where it is currently chained up to the Mansion.
- (c) WPP REPRESENTATIVES: WPP shall designate two representatives who shall handle all correspondence and information related to the construction of improvements, alternations and additions to the Leased Premises. The WPP representatives shall ensure that the Township is copied and included on all correspondence and information related to construction of the improvements, alternations and additions to the Premises and will provide the Township with timely notice of any and all construction meetings. The WPP representatives shall meet on a weekly basis with Township representatives to ensure the benchmarks and timelines defined in Exhibit A are met and the project is proceeding according to the construction contracts and specifications approved by both the WPP and Township pursuant to Section VIII, Paragraph (a) of the Lease Agreement.
- (d) WPP shall comply at all times with any and all Federal, State and Township statutes, regulations, ordinances or other Township requirements, including any insurers insuring the building relating to WPP's use, occupancy or construction of improvements, alterations and/or additions of the Leased Premises.

SECTION IX

ASBESTOS AND HAZARDOUS MATERIALS NEEDS DISCUSSION

- (a) WPP acknowledges that the Township has disclosed to WPP that the Premises may contain asbestos and other materials that may similarly become hazardous if disturbed during the construction process. The Township acknowledges that the WPP's obligation with respect to asbestos or any other hazardous material existing at the premises is limited to compliance with all applicable laws and regulations in connection with any construction work performed in the Leased Premises and in the event such materials are encountered during performance of its construction contracts, the WPP shall remove, treat, or abate any such materials as encountered.

SECTION X

TOWNSHIP'S RESPONSIBILITIES

- (a) Township shall not be obligated to make any improvements, alterations and/or additions to the Leased Premises, except as otherwise specifically set forth herein.
- (b) Township shall provide or cause to be provided the following services throughout the Term:
 - (i) Maintain the road, driveway, paths and parking areas in the Park in good condition and repair, and keep such areas free and clear of ice and snow;
 - (ii) Maintain, repair and replace all sewer lines and laterals to the Mansion and construct a potable water line and a fire protection line to the Mansion. In the event other utility repairs replacements or upgrades are necessary for WPP operations, as determined by the WPP, including, but not limited to, repairs, replacements or upgrades to storm water, sewer, water, electric, gas, fiber and road improvements, WPP shall present such proposals to the Township for approval from its currently budgeted funds of \$1.6 million, such approval not to be unreasonably withheld.
 - (iii) Provide trash and recyclables removal from the Leased Premises in accordance with the Township's general trash and recyclables removal policies;
 - (iv) Mow the grass, remove leaves and maintain the landscaping around the Leased Premises; and

SECTION XI

INSURANCE

WPP shall purchase and maintain, throughout the term of this Lease, a policy of comprehensive general liability for the Leased Premises in an amount equal to the level of liability insurance maintained by the Township. The Township shall be listed as additional insured on the certificate of insurance. WPP shall maintain, throughout the term of this Lease (including any renewal term), renters insurance for any and all personal property belonging to the WPP and will not look to the Township for recovery for any and

all damages sustained to its personal property regardless of cause, including damages caused by the Township's negligence and/or failure to perform its obligations under this Lease.

The Township shall maintain, throughout the term of this Lease, the following insurance policies:

(a) "All risk" property insurance, premises insurance, premises liability insurance and any other insurance deemed appropriate by Township covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage insurance the improvements and betterments located at the Leased Premises for one hundred percent (100%) on a replacement value thereof, together with all other coverages deemed appropriate by Township.

(b) If the Leased Premises is destroyed by fire or other casualty that, in Township's reasonable judgment requires substantial alteration or reconstruction of the building, or if the Leased Premises has been substantially damaged, and insurance proceeds are insufficient to repair the damage, Township may, at its option, terminate this Lease by notifying WPP in writing of such termination within sixty (60) days after the date of such casualty. Such termination shall be effective as of the date of fire or casualty with respect to any portion of the Leased Premises that was rendered to WPP and secondly, as of the effective date of termination specified in Township's notice with respect to any portion of the Leased Premises that remains with WPP. If this Lease is not so terminated by Township, Township shall proceed with reasonable diligence to restore the Leased Premises.

SECTION XII

WAIVER OF SUBROGATION

Provided its right of full recovery under its insurance policy is not adversely affected, Township and WPP each hereby releases the other (and the other's agents and employees) with respect to a claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption). Township and WPP shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, pursuant to which the insurance company waives its right of subrogation against the other Party to this lease and its agents and employees or consents to a waiver of the right of recovery against the other Party to this lease and its agents and employees.

Township and WPP will each first look to its own insurance for recovery of any loss resulting from fire or other casualty. Township and WPP release one another from such claims. Township and WPP waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remain effective despite either Party's failure to obtain insurance. If either Party fails to obtain insurance, it bears the full risk of its own loss.

SECTION XIII

ASSIGNMENT, SUBLEASE OR LICENSE

WPP shall not assign or sublease any portion of the Leased Premises without first obtaining written consent of Township, which consent shall not be unreasonably withheld or delayed. An unauthorized

assignment, sublease or license to occupy by WPP, shall be void and shall terminate this Lease at the option of Township.

SECTION XIV

INSOLVENCY

Each of the following shall constitute a breach of this Lease by WPP: (a) The appointment of a receiver or trustee to take possession of all or a portion of the assets of WPP, or (b) an assignment by WPP for the benefit of creditors, or (c) the institution by or against WPP of any proceedings for bankruptcy or reorganization under any State or Federal law (unless in the case of involuntary proceedings, the same shall be dismissed within forty-five (45) days after institution), or (d) any execution issued against WPP which is not stayed or discharged within fifteen (15) days after issuance of any execution sale of the assets of WPP.

SECTION XV

DEFAULT

(a) If (i) WPP sublets the Leased Premises or assigns this Lease in violation of the provisions of Section XII hereof; or (ii) WPP fails to maintain the insurance required pursuant to Section X hereof; or (iii) WPP fails to perform or observe any of the other covenants, terms or conditions contained in this Lease and such failure continues for more than 30 days after written notice thereof from Township (or such longer period as is reasonably required to correct any such default, provided WPP promptly commences and diligently continues to effectuate a cure, but in any event within sixty (60) days after written notice thereof by Township); then and in any of said cases (notwithstanding any former breach of covenant or waiver thereof in a former instance), Township, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter terminate this Lease upon written notice to WPP and, on the date specified in said notice, this Lease and the term hereby leased and all rights of WPP hereunder shall expire and terminate and WPP shall thereupon quit and surrender possession of the Leased Premises to Township in the condition elsewhere herein required.

(b) No waiver of any provision of this Lease shall be implied by any failure of Township to enforce any remedy allowed for the violation of such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated.

SECTION XVI

MUTUAL RELEASE

WPP and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to the Leased Premises or the property of WPP or its invitees, employees, officials, volunteers, agents and representatives while such property is on the Leased Premises.

Subject to the limits of WPP's liability insurance, WPP agrees to defend, indemnify and hold harmless Township from any suits, claims, damages and payment of monies, including any

reasonable legal fees and costs arising from the gross negligence or willful misconduct of WPP in performing its obligations under the terms of this Lease.

Only to the extent that the Township may otherwise be held directly liable under applicable law, including, but not limited to, 42 Pa.C.S.A. 8542, *et seq.* (Pennsylvania Political Subdivision Tort Claim Act), Township hereby agrees to defend, indemnify and hold harmless WPP from any suits, claims, damages and payment of monies, including any reasonable legal fees and costs arising from the gross negligence or willful misconduct of Township relating to the performance of this Lease.

SECTION XVII

ACCESS AND QUIET ENJOYMENT

Township shall have the right to enter the Leased Premises at all times to inspect the Leased Premises, provided that Township shall avoid interference with the conduct of WPP's operations during leased events. Notwithstanding the foregoing, Township covenants and agrees that WPP, so long as it shall not be in material default hereunder, shall and may, throughout the Lease Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

SECTION XVIII

EARLY TERMINATION

At its sole discretion, WPP, upon one hundred and twenty (120) days prior written notice to Township, may terminate this Lease at any time. Upon or prior to the expiration or earlier termination of this Lease, WPP shall vacate the Leased Premises and remove all possessions, leaving the Leased Premises in broom-clean condition.

SECTION XIX

WAIVER OF LIENS/PERFORMANCE AND PAYMENT BONDS

WPP agrees that before any work is started or performed, a waiver of liens shall be prepared by the Township and signed by the contractor and/or materialmen and the Township. Said waiver of liens shall be filed of record in accordance with the Mechanic's Lien Laws of the Commonwealth of Pennsylvania. The parties hereto agree that a waiver of liens will only be required where the improvements or repairs are in excess of Five Thousand Dollars (\$5,000).

WPP acknowledges and agrees that it shall promptly pay all persons furnishing labor or materials with respect to any improvements, alterations or additions made to the Premises. For all construction contracts in excess of one hundred thousand (\$100,000.00) dollars, the WPP shall require that its prime or general contractor secure performance and payment bonds in an amount equal to the cost of the construction contract.

SECTION XX

NOTICES

All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested, by Federal Express or other overnight express delivery service, or by hand delivery against written receipt or signed proof of delivery, to the respective Notice Addresses set forth below, and to such other person and address as each party may from time-to-time designate in writing to the other. Notices shall be deemed to have been received on the date delivered when sent by hand delivery, the next day when sent by Federal Express or other overnight express delivery service and within two (2) business days when sent by registered or certified mail.

**To Township: Township Manager, Radnor Township
 301 Iven Road, Radnor PA, 19807**

**To WPP: Willows Park Preserve, Board President
 490 Darby Paoli Road, Radnor PA, 19807**

SECTION XXI

MISCELLANEOUS

(a) If Township or WPP is delayed or prevented from performing any of their respective obligations under this Lease due to strikes, acts of God, shortages of labor or materials, war, civil disturbances or other causes beyond the reasonable control of the performing party ("**Force Majeure**"), the period of such delay or prevention shall be deemed added to the time herein provided for the performance of any such obligation by the performing party. Notwithstanding the foregoing, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

(b) Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Lease or any amendments or exhibits hereto.

(c) This Lease and the exhibits attached hereto and forming a part hereof set forth all of the promises, agreements, conditions, warranties, representations, understandings and promises between Township and WPP relative to the Leased Premises and this leasehold and WPP expressly acknowledges that Township and Township's agents have made no representation, agreements, conditions, warranties, representations, understandings or promises, either oral or written, other than as herein set forth, with respect to the Leased Premises, this leasehold or otherwise. No alteration, amendment, modification, waiver, understanding or addition to this Lease shall be binding upon Township or WPP unless reduced to writing and signed by Township, or by a duly authorized agent of Township and by WPP.

(d) The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

(e) If any provision contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (and the application of such provision to the persons or circumstances, if any, other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(g) Notwithstanding any provision of this Lease to the contrary, no officer or director of WPP or Township shall have any personal liability with respect to any provisions of this Lease or the Leased Premises.

(h) Township and WPP each represents and warrants to the other that (a) the execution and delivery of this lease has been fully authorized by all necessary corporate or municipal action, as applicable; (b) each person signing this Lease has the requisite authority to do so and the authority and power to bind the party on whose behalf he/she has signed, and (c) to the best of its knowledge and belief, this Lease is valid, binding and legally enforceable in accordance with its terms.

(i) This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original hereof, but all of which, taken together, shall constitute one and the same instrument.

(j) Any controversy or claim related to this Lease Agreement shall be submitted to a mutually agreed upon mediator within thirty (30) days of written notice by either party of a dispute. If there is no agreement or resolution within sixty (60) days after submission to a mediator or the appointment of a mediator, the parties shall submit to binding arbitration under the rules of the American Arbitration Association, and any decision rendered by an arbitrator shall be final and enforceable in any court of proper jurisdiction.

(k) This Lease Agreement revokes and replaces the previous Lease Agreement executed by the parties and approved by the Township by Ordinance No. 2018-05 dated May 14, 2018.

[SIGNATURES ON FOLLOWING PAGE]

"Township"

RADNOR TOWNSHIP

By: _____

"WPP"

WILLOWS PARK PRESERVE

By: _____

EXHIBIT A

Pursuant to Section VIII, Paragraph (a) of the Lease Agreement, the Township acknowledges and agrees that the WPP's obligation to make the improvements, alterations and additions specified herein are contingent upon the WPP's ability to raise the necessary funding for each aspect of construction. Accordingly, the Parties agree that throughout the construction project, certain modifications, amendments and/or adjustments may be made to the defined Scope of Work based on available, privately raised funds. WPP will be responsible for providing bi-annual reports to the Township regarding progress of fundraising efforts and construction and will make commercially reasonable efforts to complete all aspects of the improvements, alterations and additions as specified within Four Years of the Lease Commencement Date as defined by the Lease Agreement.

Notwithstanding the foregoing, the Parties acknowledge that the WPP has secured a \$1,000,000.00 donation and, pursuant to Section VIII, Paragraph (a) of the Lease Agreement, the WPP shall make commercially reasonable efforts to begin construction of the Phase I Improvements outlined herein within six (6) calendar months from the Lease Commencement Date to prevent any further damage and/or deterioration of the Mansion.

Phase I - Improvements

Scope of Work – Repairs to the shell of the building to keep it weathertight and stop water infiltration which is causing deterioration. Work to include the following:

- Roof replacement
- Chimney repairs
- Exterior stucco and wood trim repairs and replacement (contingent upon funding)
- Window and door repair or replacement (contingent upon funding)

The details and specifications for these scope items will be clearly defined in the construction document drawings and specifications. The design team will have bi-weekly coordination meetings and monthly updates with WPP and Radnor Township during the development of the construction documents.

WPP acknowledges that the Township has disclosed to WPP that the Premises may contain asbestos and other materials that may similarly become hazardous if disturbed during the construction process. The Township acknowledges that the WPP's obligation with respect to asbestos or any other hazardous material existing at the premises is limited to compliance with all applicable laws and regulations in connection with any construction work performed in the Leased Premises and in the event such materials are encountered during performance of its construction contracts, the WPP shall remove, treat, or abate any such materials as encountered

Phase 2 - Renovation

This package to be bid upon securing necessary funding through WPP's fundraising efforts. Construction to begin after completion of Phase I Improvements to ensure building is weathertight and ready for the new work.

Scope of work would focus on interior renovations, building system upgrades, exterior addition, exterior terrace renovations and additions, painting of the building's exterior. Door and window

repairs/replacement and any other items if not included in Phase I would be included here. All work is contingent upon WPP's ability to raise the necessary funding for each aspect of construction and the project may be further separated into distinct projects, modified, amended and/or scaled back based on available funding.

Demolition

Existing solarium
Finishes and substrates for new building systems
Existing building systems

Construction

Construct new elevated porch, modifications to existing building

Upgrade to ADA accessibility

Basement exterior wall repairs and damp-proofing

New and reconstructed terraces

Repair and modify existing site walls

Repair fireplaces

Structural augmentation of existing members

New or refurbished finishes throughout

Plaster and drywall, flooring, wood paneling, ornamental stair and railing, casework, painting and staining

Infrastructure for caterer provided kitchen equipment including exhaust hood

New fire suppression sprinklers throughout

Repair/replace plumbing system throughout, hot water heaters, pumps, perimeter drain, restrooms

Repair/replace HVAC system and distribution throughout

Repair/replace electrical service, distribution panel and distributed system throughout

Repair/replace fire alarm system and devices throughout

Repair/replace Tele/data and security systems throughout

Exhibit B

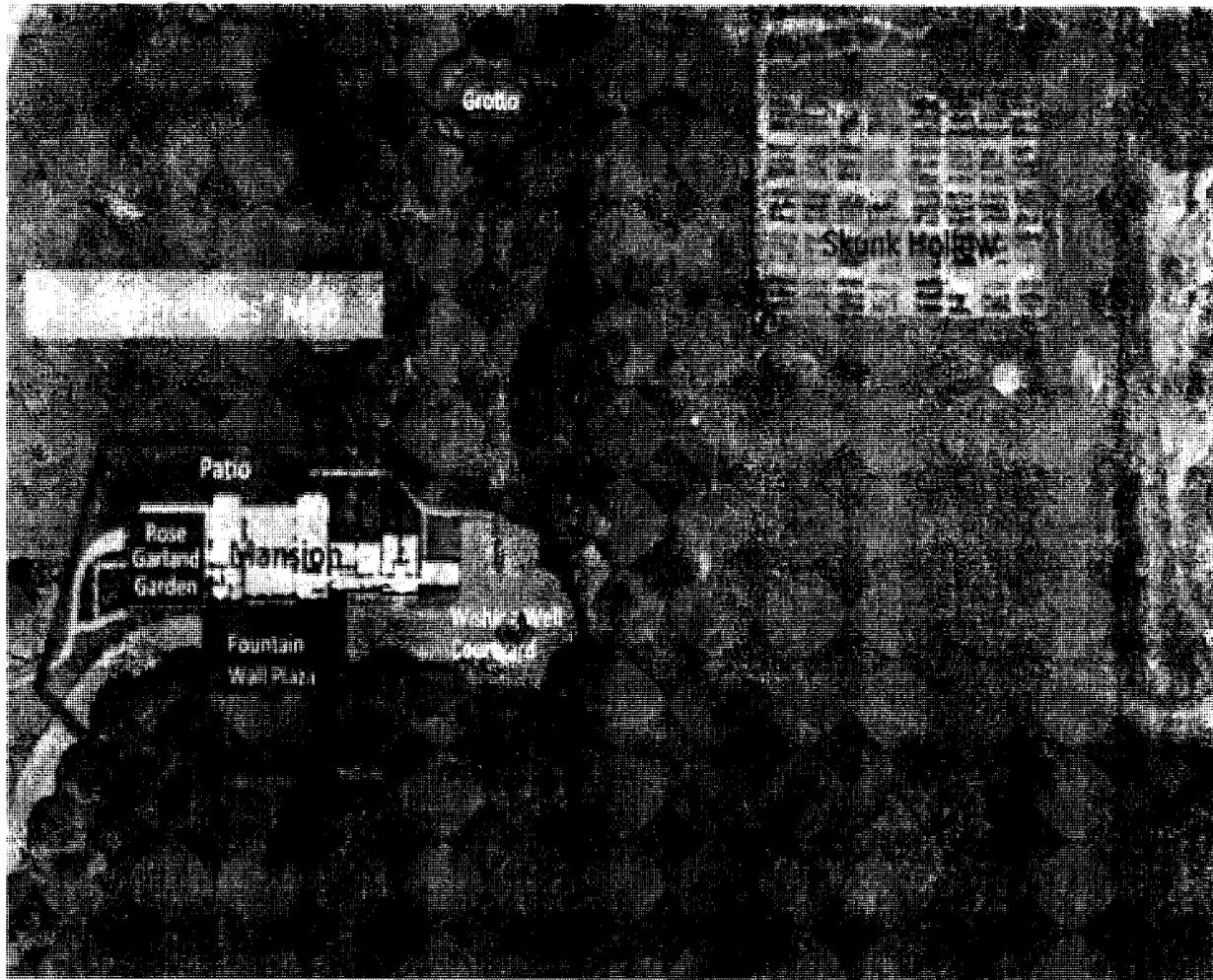


Exhibit B



RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Manager/Director of Finance

Date: June 5, 2019

Re: WAWA: Lancaster & Aberdeen Avenues

The application before the Commissioners, for *FINAL*, is the proposed WAWA at Lancaster and Aberdeen Avenues in Wayne.

Please find attached the detailed review letters, zoning determinations, and plan set.

Memo

To: Radnor Planning Commission
From: Mary Eberle
CC: Steve Norcini; John Rice
Date: May 4, 2019
Re: Wawa **Confidential Attorney Client Privileged**

Background

Shortly before your last meeting, we prepared a legal opinion on the nonconformities on the site of the proposed Wawa. The matter was tabled until your May 6th meeting to allow additional time for you to review our memo and to allow Mr. Caniglia to respond on behalf of the Applicant. In this memo, I offer responses to the issues raised in Mr. Caniglia's memo of May 3, 2019. It will do my best to keep my responses brief.

A. Is the Zoning Officer's letter of April 27, 2018 the final determination on the nonconformity issues?

Mr. Kochanski's letters notes that a thorough review of the Zoning Ordinance has not be conducted. The MPC authorizes the zoning officer to administer the ordinance, and Mr. Caniglia is correct that decisions of the zoning officer with regard to the issuance of permits cannot be overturned by the Planning Commission or Board of Commissioners. The decisions to which the MPC refers are the issuance of permits and the institution of enforcement proceedings. The MPC does not authorize the Zoning Officer to issue preliminary opinions, except in one very limited situation which does not apply here. The issues involved in determining the extent of the nonconformities are very complex legal issues and the Planning Commission and Board of Commissioners may seek legal counsel as part of the plan review. Note also, that a letter addressed to the Applicant and copied to no one, allows no opportunity for appeal by neighboring property owners. The Township is not bound by it, nor does the applicant have the right to rely on it.

B. and C. Are the retail use and retail sales of gasoline permitted uses in the C-2 Zoning District?

We do not agree that gasoline sales are permitted in the C-2 district. Each case cited by Mr. Caniglia involved a review of the applicable zoning ordinances in those cases, and the cases hinge on the language in those communities' zoning

ordinances. In this case, the zoning ordinance expressly prohibits uses which are not enclosed in a building, a provision which distinguishes this plan from the cases Mr. Caniglia cites in the memo. Mr. Kochanski made the same determination in his letter, and notes that gasoline sales would only be permitted as a nonconforming use.

D. Is Zoning Ordinance Section 280-101.A which requires ZHB approval of a change in occupancy of a nonconforming use invalid.

Section 280-101.A does not prohibit or require a variance for a change in the occupancy of a nonconforming use; it requires a special exception to insure that the new occupant does not operate the use in a manner which would be more intrusive on the neighborhood. A special exception is a form of a permitted use. Equally as important, the function of the planning commission is to review plans to determine compliance with ordinances. It is not the function of the planning commission to declare those ordinances invalid during a plan review.

E. Are the dimensional standards of the proposed structure existing legal nonconformities.

Mr. Caniglia cites the case of Money v. Zoning Hearing Board of Haverford Township, 755 A.2d 732 (Pa. Cmwlth. 2000) to support the position that a building which is dimensionally nonconforming may be razed and reconstructed, provided that the new structure is not larger than the original structure. In Money, the landowner proposed to tear down a dilapidated garage/chicken coop and replace it with a smaller garage in the same general location on the property. This case involves tearing down multiple buildings on two separate properties, combining the properties and constructing completely new buildings on the consolidated properties. We stand by our legal opinion that the destruction of the building on two properties, the merger of those properties, and the creation of a new use is an abandonment of the dimensional nonconformities on the site, including sales outside a building and sales beyond the front lines of a building.

The sale of gasoline (whether self-service or full-service) is not permitted in the C-2 Zoning District because gasoline sales are, by state law, required to be outside of a building. Gasoline sales as an accessory use as shown on the Wawa plan is not permitted for the further reason that the proposed gasoline sales are located in front of the principal building.

F. Rear Yard Provision

This was an argument made by the neighbors which will not be addressed in this response.

NICHOLAS J. CANIGLIA, ESQUIRE
PIERCE CANIGLIA & TAYLOR
125 Strafford Avenue, Suite 110
Wayne, PA 19087
610-688-2626
Nick@pierceanigliataylor.com

ATTORNEY FOR APPLICANT
WAYNE PROPERTY ACQUISITION INC.

**Re: 302-306 E. Lancaster Avenue, Wayne, PA
SALDO # 2018-D-04**

**APPLICANT'S MEMORANDUM OF LAW IN SUPPORT OF
DETERMINATION OF TOWNSHIP'S ZONING OFFICER DATED APRIL 27, 2018**

A. The Zoning Officer is the final arbiter in zoning issues and his review is not subject to being overturned by the Solicitor for the governing body.

The matter before the Planning Commission involves the unprecedented opinion by the Solicitor for the Township advising the governing body to usurp the powers of the Zoning Officer and reverse his determination that the proposed development does not require submission to the Zoning Hearing Board.

On April 27, 2018 upon the request of the Applicant dated April 16, 2018 to issue a zoning determination letter of compliance with the provisions of the Zoning Code of Radnor Township, the Radnor Township Zoning Officer determined that no zoning relief is required for the proposed development (Copies of each correspondence is attached hereto as Exhibit "A"). As a result the Applicant had prepared and filed detailed engineered Land Development Plans, held six meetings/hearings attended by neighbors, provided revised Plans to the neighbors as suggested by the Planning Commission, addressed concerns expressed by neighbors and members of the Board of Commissioners' Community Development Committee, and responded to the Township's Consultants review letters. None of the review letters by township staff and the township consultants raised any zoning non-compliance issues. Eleven months after the issuance of the Zoning Determination letter, the Township Solicitor's office issued a Memo

inconsistent with the Zoning Officer's Determination, recommending that the Applicant needs to proceed to the Zoning Hearing Board for zoning relief.

It is well settled that the Municipalities Planning Code (the "MPC") vests the Zoning Officer as the final arbiter in the interpretation of a township's zoning ordinance. To allow otherwise, would politicize the entire land development process by allowing the governing body to interpret zoning ordinances under the guise of political expediency.

In *Borough of Jenkintown v. Bd. of Commissioners*, 858 A.2d 136 (Pa. Cmwlth. 2004), the Court addressed the zoning officer's role in making zoning determinations. The Court stated that zoning officers act in a gate-keeper-type capacity, sheltering zoning hearing boards from the duty to render preliminary decisions as to zoning compliance. *Id.* at 140.

The MPC provides developers with the option of seeking to have all zoning issues resolved before submitting a land development application, and having those issues decided preliminarily by a zoning officer, with the right to appeal his determinations to the zoning hearing board. *Id.* Moreover, the Court stressed the separation of authority between governing bodies and zoning hearing boards or zoning officers, stating, "while a governing body may interpret zoning ordinances in the land development review process, it has no authority to render final determinations resolving questions such as whether a use is permitted and whether relief from zoning ordinances is warranted." *Id.* as cited in *North Codorus Township v. North Codorus Township Zoning Hearing Board*, 873 A.2d 845, 848.

Radnor further codifies that the Zoning Officer is the determining force in making decisions on whether a development complies with the Zoning Ordinance. §255-14D(5) of the Subdivision and Land Development Ordinance ("SALDO") states:

The Zoning Officer shall, within 30 days following acceptance of the preliminary plan application: (a) Review the proposed zoning considerations in the application's submission; (b) Make recommendations to the Township Engineer.

Simply stated the Zoning Officer has the final say in making determinations regarding whether a development complies with the Zoning Code. Neither the governing body nor the solicitor of the governing body may overturn the Zoning Officer's determination.

B. The Retail use and the retail sale of gasoline are permitted used in the C-2 Zoning District.

Retail uses are permitted in the C-2 Zoning District. It is undisputed by all parties that the Wawa store is a permitted use. The sale of gasoline is also a retail use. As such it is permitted in the C-2 Zoning District.

Although the Township Solicitor appears to not have addressed the issue of whether the sale of gasoline is a permitted use or an existing non-conformity, the attorney for the Protestants contends that the sale of gasoline is only permitted in the C-3 Zoning District and its current use on the Site is an existing legal non-conformity. It is further surmised that since it is a nonconformity, a Special Exception is required to continue the use. This position is in error.

The C-3 Zoning District permits a "Motor Vehicle Service Station" (§280-55.B). An "Automobile Service Station" is defined §280-4 of the Zoning Code as follows:

A lot with principal and accessory buildings used for the sale of gasoline, oil and motor vehicle accessories *and* (italics added) the servicing of motor vehicles, including washing of cars and minor repairs, but not for body and fender work or painting.

In addition to the undisputed permitted retail store use, the proposed use only provides for the retail sale of gasoline. As such it does not meet the definition of "Automobile Service Station" which definition in addition to the sale of gasoline, also requires that the use include the servicing of motor vehicles. There is no servicing of motor vehicles to be provided on the Site.

The Township Solicitor is accurate in her description of the Zoning Code as being antiquated. In today's world, frequently gas is sold without the accompanying servicing of motor vehicles. However, this does not relieve the Code from the Strict Scrutiny standards of analyzing ordinances. The words of an ordinance must be construed as broadly as possible to give the landowner the benefit of the least restrictive use when interpreting its own Zoning Code. Shevkh v. Zoning Hearing Board of Stroud Township, 154 A.3d 408, 412 (Pa. Cmwlth. 2017). Any doubt must be resolved in favor of the landowner. *Id.*; 53 P.S. §10603.1. It is an abuse of discretion to construe the terms of an ordinance for the intended purpose of restricting a property's use. *Id.* Stated otherwise, a municipality cannot advance a new and strained interpretation of its zoning ordinance in order to effect what it would like the ordinance to say without an amendment. *Id.* As a result, the only manner to interpret the sale of gasoline proposed for the Site is as a permitted use, which does not require relief from the Zoning Hearing Board.

C. The Sale of Gasoline is a permitted accessory use to permitted Retail Store Use.

It is undisputed that the Wawa retail store is a permitted use in the C-2 Zoning District. The C-2 Zoning District also allows Accessory Uses in §280-51M as permitted in §280-47J. §280-47J states:

- Accessory uses *may* (italics added) include:
- (1) Storage ...
 - (2) Living accommodations ...
 - (3) Signs

The key word in this section of the Zoning Code is “*may*”. That is, it does not limit the types of Accessory Uses. It merely permits these types of Accessory Uses as well as other Accessory Uses as permitted in the Zoning Code.

§280-4 of the Zoning Code provides the definition of Accessory Use:

ACCESSORY USE – A use of a building, structure or land that is not a principal permitted use but which is entirely incidental and subordinate to the principal permitted use on the same lot.

The retail store is the permitted use. The issue becomes what is permitted accessory uses to a retail store. The Supreme Court of Pennsylvania provided the answer to that question in *Borough of Fleetwood v. Zoning Hearing Board*, 538 Pa. 536, 649 A.2d 651 (1994).

In *Borough of Fleetwood*, Turkey Hill Markets sought to sell gasoline on the same site as its retail convenience store. The Supreme Court determined that Turkey Hill was not required to obtain a variance or special exception since the sale of gasoline on the site of its convenience store is a customary accessory use. The Supreme Court also rejected the opposing Borough's argument that the sale of gas was the same as a gasoline service station which was permitted in a different zoning district and, therefore, not allowed as an Accessory Use.

Practically exactly similar to the Radnor Ordinance, the ordinance under question defined Permitted Accessory Uses as those "Located on the same lot with the permitted principal use ... customary accessory uses and buildings, provided such are clearly incidental to the permitted use." *Id.* at Pa. 541, A.2d at 653. Citing the aforementioned well-settled Pennsylvania law the Court applied the principles of strict construction to the interpretation of the zoning ordinance with any doubt resolved in favor of the landowner and the least restrictive use of the land. *Id.* Pa. at 19-20, A.2d at 656-657. As such the self-service gasoline pumps were permitted as an Accessory Use to the retail use of the lot.

D. The Radnor Zoning Ordinance cannot require that any change in nonconforming nonresidential occupancy to be a change in use requiring relief from the Zoning Hearing Board.

If the sale of gasoline is not a permitted use under the Zoning Code, both the Township Solicitor and the Protestant's attorney raise the issue of the need to proceed to the Zoning

Hearing Board for a Special Exception. Assuming arguendo, that the sale of gasoline is not a permitted use, §280-101.A of the Radnor Zoning Code recognizes that nonconforming uses may continue, however, a 1997 Amendment provides that any change in *nonresidential* (italics added) occupancy shall be deemed a change of use requiring the grant of special exception by the Zoning Hearing Board. This provision not only is improper as it discriminates between residential and nonresidential nonconforming uses, it runs contrary to the long-standing constitutional guarantee afforded by Pennsylvania to nonconforming uses.

Since 1928 the Pennsylvania Supreme Court has consistently held that nonconforming uses are constitutionally protected, shall continue, and run with the land. *Smalley v. Zoning Hearing Board of Middletown Township*, 675 Pa. 85, 834 A.2d 535; *Haller Baking Company's Appeal*, 295 Pa. 257, 145 Atl. 77 (1928). A municipality has no right to restrict a legal nonconforming use. In *DoMijo, LLC v. McClain*, 41 A.3d 967 (Pa. Cmwlth. 2012), a municipality attempted to terminate a non-conforming use by passing a zoning ordinance requiring registration of the non-conforming use. The Court held that a non-conforming use is a constitutionality protected right that runs with the land, and could not be lost by a subsequent zoning amendment.

Any argument that the Applicant must proceed to the Zoning Hearing Board for a special exception since occupancy has changed is ill-placed and clearly contrary to well-established law in the Commonwealth of Pennsylvania.

E. The dimensional standards of the proposed structures are permitted or are existing legal nonconformities.

The Zoning Officer addressed §280-49.A and §280-49.D of the Zoning Code. These provisions state:

- A. Every use other than a parking lot, shall be completely enclosed within a building.
- ...
- D. No permanent storage of merchandise, articles or equipment shall be permitted outside a building, and no goods, articles or equipment shall be stored, displayed or offered for sale beyond the front lines of a building...

If these are in fact, existing nonconformities, the Zoning Officer is correct in determining that since these legal non-conformities are being reduced, they may continue. §280-101.A of the Code, recognizes the constitutionally protected status of the nonconforming uses: "...the lawful use of a building structure or any land or premises existing at the time of the effective date of this chapter or any subsequent amendment or at the time of a change in the Zoning Map may be continued, although such use does not conform to the provisions hereof or of any subsequent amendment."

§280-101B.(1) also recognizes dimensional nonconformities: "A nonconforming building being used for a conforming purpose may continue and may be altered or enlarged if the alteration or enlargement does not increase the nonconformity of the building or structure with respect to the setback, land coverage and density requirements of this chapter..." The Zoning Officer applied this provision since there was no increase in the existing nonconformities.

The Township Solicitor contends that these nonconformities disappear once the structure is removed. This view is contrary to the ruling in *Money v. Zoning Hearing Board of Haverford Township*, 755 A.2d 732 (Pa. Cmwlth. 2000), which permitted the complete razing of a nonconforming structure provided that the new structure did not increase the existing nonconformity of the structure.

One matter not considered by the Zoning Officer or the Township Solicitor is the fact that §280-49.A&D are inapplicable to the sale of gasoline. The provisions deal with goods and

merchandise being offered for sale in an outside setting. The 1964 Zoning Code did not anticipate self-service sale of gasoline. If these provisions were strictly applied to modern day America, self-service gasoline would be a prohibited use throughout the Township. The doctrine of exclusionary zoning forbids a zoning ordinance from excluding an otherwise legitimate use.

F. The Wawa retail store complies with the rear yard provisions of the Zoning Code.

The Protestant's attorney argues that the proposed Wawa convenience store violates the rear yard setback requirements of the Zoning Code. This has not been raised in any of the Township's Consultants' review letters.

The Site fronts on two streets; Aberdeen Avenue and Lancaster Avenue. The architecture of the building designates the rear of the building along the residential properties. In addition to the appearances of frontage on both streets, this affords the residential neighbors the benefit of a significant setback of 86 feet, rather than the side yard requirement of 30 feet. As a result, the yard setback requirements of the Zoning Code are met.

RESPECTFULLY SUBMITTED BY:



**NICHOLAS J. CANIGLIA, ESQUIRE
ATTORNEY FOR APPLICANT**

LISA BOROWSKI
President

LUCAS A. CLARK, ESQ.
Vice President

JAKE ABEL

RICHARD F. BOOKER, ESQ.

SEAN FARHY

MATTHEW MARSHALL

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ROBERT A. ZIENKOWSKI
Township Manager
Township Secretary

JOHN B. RICE, ESQ.
Solicitor

KATHRYN GARTLAND
Treasurer

April 27, 2018

Nick Caniglia
PO Box 312
Wayne, PA 19087

SUBJECT: 302-306 EAST LANCASTER AVENUE

Mr. Caniglia,

I have received and reviewed your letter dated April 17, 2018 requesting a Zoning Opinion for the above subject property. Currently, the site consists of 2 properties. The use of these properties includes the retail sale of gasoline, a full-service motor vehicle repair station, and a car wash. The owner is proposing to consolidate the two (2) parcels; demolish the existing structures and construct a new retail store and new retail sales of gasoline. I offer the following for your consideration:

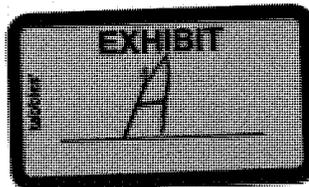
1. The subject site is located in the C-2 General Commercial Zoning District.
2. Retail uses are permitted By-Right in the C-2 district.
3. The Use provisions of ZO Section 280-49.A requiring all uses to be completely enclosed within a building is an existing non-conformity; which is proposed to be reduced. Currently, the two (2) sites maintains 20 retail gas pumps. The proposed condition would contain 12 retail gas pumps.
4. The Use provision of ZO Section 280-49.D requiring no goods shall be displayed or offered for sale beyond the front lines of a building is an existing non-conformity; which is proposed to be reduced.

A thorough zoning review has not been completed. This opinion applies only to the issue noted above. The property owner is responsible for securing all other necessary permits and approvals; as well as compliance with all applicable Municipal Codes/Regulations. If you have any questions regarding this determination, please contact me.

Sincerely,

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

cc: Property File



PIERCE, CANIGLIA & TAYLOR

ATTORNEYS AT LAW

185 STRAFFORD AVENUE - SUITE 110

P. O. Box 318

WAYNE, PENNSYLVANIA 19087

**JAMES M. PIERCE
NICHOLAS J. CANIGLIA
KENNETH C. TAYLOR**

**TELEPHONE
(610) 688-2626
FAX
(610) 688-5761**

April 16, 2018

Kevin W. Kochanski
Director of Community Development
Radnor Township
301 Iven Avenue
Wayne, PA 19087

**Re: Zoning Determination Opinion
302-306 E. Lancaster Avenue, Wayne**

Dear Kevin:

Kindly issue a determination letter indicating the compliance of the attached Plan with the provisions of the Radnor Township Zoning Code. In your opinion please provide what relief, if any, including the type of relief, is required from the provisions of the Zoning Code. Enclosed is the fee of \$100.00.

302 E. Lancaster Avenue and 306 E. Lancaster Avenue are adjacent parcels located on the south side of Lancaster Avenue. 302 E. Lancaster currently houses a full-service motor vehicle repair shop and the retail sale of gasoline. 306 E. Lancaster Avenue is operated as a car wash and also includes the retail sale of gasoline. The owner of the lots intends to combine the lots into one lot and maintain a retail convenience store together with the retail sale of gasoline. The motor vehicle repair use and the car wash use will be discontinued.

The Plan attached indicates the existing zoning conditions and the proposed development of the site. The proposed parking and loading calculations are also provided.

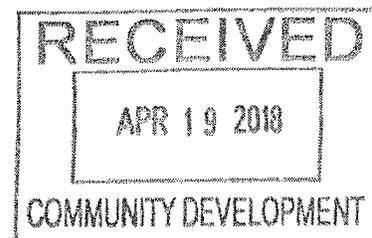
Thank you for your time and consideration. If you have any questions or need any further information please do not hesitate to contact me.

Very truly yours,



NICHOLAS J. CANIGLIA

Enc.





*Excellence Delivered **As Promised***

Date: May 15, 2019

To: Stephen Norcini, P.E. – 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: Wawa – Preliminary Plan
Wayne Property Acquisitions Inc. – Applicant

Date Accepted: September 4, 2018

90 Day Review: December 3, 2018, extended to June 17, 2019

Gannett Fleming, Inc. has completed a review of the Preliminary land development 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 demolish the existing gas station 2,223 SF building and gas canopy, as well as the existing 2,007 SF Gentle Touch Car Wash building and gas canopy and construct a 4,736 SF retail store with the retail sale of gas. The two lots will be consolidated as part of this project. This project is located in the C2 district of the Township.

Site Development – Preliminary Plans

Plans Prepared By: Bohler Engineering

Dated: 07/13/2018, and last revised 02/28/2019

The applicant has indicated in the April 30, 2019 review letter that they are requesting the following waivers:

1. §255.20.B(1)(n) – Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets).
2. §255-29.A(12)(c) – The width of entrance and exist drives shall be a maximum of 25 feet at the street line and 35 feet at the curblines.



Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval is received from the PA DEP. The applicant has requested a planning waiver from the PA DEP.

Zoning

1. §280-52.G – A breakdown of the proposed impervious coverage must be shown on the plans.
2. §280-112.J – The applicant is proposing parking in a steep slope area of 20% and steeper. Lots existing at the date of addition of this section to this chapter and which are not of sufficient size to be subdivided because of the zoning district lot size limitation are exempted from the provisions of this section except of subsections B, C, E and H, it appears that both existing lots are of insufficient width to be subdivided under §280-52.A. The applicant must provide dimensional information that the lots are in conformation with this section.
3. §280-122 – All signs provided must be in accordance with this section.

Subdivision and Land Development

1. §255.20.B(1)(j) – A complete outline survey of the property to be subdivided or developed, showing all courses, distances, tie-ins to all adjacent intersections, and areas must be shown on the plans. Courses and distances must be shown of each individual parcel to identify the separate parcels.
2. §255.20.B(1)(n) – Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets). The applicant has added an aerial plan to show additional information. The applicant has requested a waiver from this requirement.
3. §255-27.C(2) – Additional right-of way and/or cartway widths may be required by the Board of Commissioners in order to lessen traffic congestion, to secure safety from fire, panic and other dangers, to facilitate the adequate provision for transportation and other public requirements and to promote the general welfare.
4. §255-29.A(12)(c) – The width of entrance and exist drives shall be a maximum of 25 feet at the street line and 35 feet at the curblineline. The applicant has requested a waiver from this requirement.



5. §255.29.A(13) – Tire bumpers shall be installed as to prevent vehicle overhang on any sidewalk area. The applicant has indicated that they are providing bollards instead of the tire bumpers.
6. §255.38.H – All trees provided on the plan must be listed in this section of the code. The species *Carpinus Caroliniana* is located on the plans but not in this section of the code. If the applicant in proposing a different species, a waiver from this requirement must be requested.
7. §255.41.B – Additional width of streets adjacent to areas proposed for nonresidential use may be required as deemed necessary by the Board of Commissioners to assure the free flow of through traffic from vehicles entering or leaving parking and loading areas.
8. §255-43.1.E(2) – The fee for non-residential subdivisions or land developments shall be \$3,307 per 6,400 square feet of floor area (existing or proposed), or portion thereof, which is based upon the estimated value of the land that would have to be dedicated for that amount of floor area.
9. §255-49 – Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.
10. §255-54.B – The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

Stormwater Management

1. Please revise the following on the stormwater and sanitary profiles:
 - a. The existing water line crossing is missing between MH-01 to IN-OS01.
 - b. Please label IN-06 on the plans.
 - c. MH-04 is missing on the profile from UG Basin to IN-06.
 - d. The proposed storm crossing from the roof leaders is missing between SMH-03 and SMH-04.
 - e. The proposed water line is missing between SMH-05 and the existing SMH.
2. It appears that the labels for BMP 6.6.4 Water Quality Filter locations were not updated on Sheets 11 & 14 to be consistent with the revised stormwater inlet locations. Please revise this inconsistency. Also, please add a water quality filter at inlet IN-03.



Steve Norcini, Township Engineer
Wawa
May 15, 2019

3. Please provide manufacturer information for the Fabco replaceable media cartridges to be used in BMP 6.6.4 Water Quality Filters. Cartridges must be capable of filtering oils from stormwater runoff.
4. The Cultech manufacturer sheets on pages 32-33 of the stormwater report, along with the hydrographs, are based on 108 Recharger 280HD chambers. However, the Cultec Managed Release Basin Schematic on Sheet 16 of the drawings does not appear to show the number of chambers indicated. Please revise this discrepancy.
5. The Delaware County Conservation District or the PA DEP must authorize the use of a managed release concept (MRC) per PA DEP's white paper "Managed Release Concept" dated December 13, 2018. Please provide evidence that either the Delaware County Conservation District or PA DEP has reviewed and approved the MRC design.
6. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Sanitary Sewer

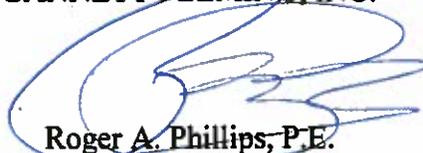
1. Grease trap sizing calculations must be provided for the proposed 1,500-gallon grease trap. The applicant has indicated that this will be provided at the time of the building permit application.
2. All utility crossing the sanitary sewer must be shown on the sanitary sewer profile on sheet 7 of 21.

The applicant appeared before the Planning Commission on May 6, 2019. The Planning Commission recommended denial of the preliminary plan to construct a Wawa due to zoning discrepancies and indicated the plan should go to the Board of Commissioners to reevaluate and see how they would like to proceed. The Planning Commission recommendation of denial was unanimous.

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





April 30, 2019
Via Email

Radnor Township
301 Iven Avenue
Wayne, PA 19087

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

Re: Proposed Retail Store with Retail Sale of Gas
Lancaster Avenue & Aberdeen Avenue
Radnor Township
Delaware County, PA
PC181016

Dear Mr. Norcini:

We are in receipt of the following review letters for the subject site:

- Gannett Fleming, dated March 20, 2019.
- Gilmore & Associates, Inc., dated March 22, 2019.

We provide response to the comments in the above-referenced review letters as listed below in **bold** typeface:

Gannett Fleming, dated March 20, 2019

Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval is received from the PA DEP. The applicant has requested a planning waiver from the PA DEP.

Response: Acknowledged. Prior to release of the pending Sewer Planning Waiver, the PADEP is awaiting acknowledgment that the Township will be taking ownership of the sanitary line running through the site. Please confirm.

Zoning

1. §280-52.G. - A breakdown of the proposed impervious coverage must be shown on the plans.

Response: Will comply. A breakdown of the impervious (or "lot") coverage is included in the "Site Design Requirements" table located on the Site Plan, Sheet 3 of 21, identifying "building", "pavement" and "concrete" coverages.

2. §280-112.J -The applicant is proposing parking in a steep slope area of 20% and steeper. Lots existing at the date of addition of this section to this chapter and which are not of sufficient size to be subdivided because of the zoning district lot size limitation are exempted from the provisions of this section except of subsections B, C, E and H, it appears that both existing lots are of insufficient width to be subdivided under §280-52.A. The applicant must provide dimensional information that the lots are in conformation with this section.

Response: Will comply. The plan will be revised to include dimensions which show that the two (2) existing lots are non-confirming and cannot be further subdivided.

3. §280-122-All signs provided must be in accordance with this section.

Response: Will comply.

Subdivision and Land Development

1. §255.20.B(1)(j)-A complete outline survey of the property to be subdivided or developed, showing all courses, distances, tie-ins to all adjacent intersections, and areas must be shown on the plans. Courses and distances must be shown of each individual parcel to identify the separate parcels.

Response: Will comply. The plan will be revised to included metes, bounds and dimensions of the existing two (2) parcels proposed to be consolidated by this application.

2. §255.20.B(1)(n) - Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets). The applicant has added an aerial plan to show additional information. If all the required information is not provided, the applicant must request a waiver from this requirement.

Response: A waiver is requested from this section of the code. It is our belief that the extent of survey conducted is sufficient to support this application. The plan does provide all of the required information per survey for and directly surrounding all areas of proposed improvements. The plan set also includes an aerial plan on which the proposed improvements are superimposed. The Aerial Plan includes all significant features within 500 feet of the site.

3. §255-27.C(2) - Additional right-of way and/or cartway widths may be required by the Board of Commissioners in order to lessen traffic congestion, to secure safety from fire, panic and other dangers, to facilitate the adequate provision for transportation and other public requirements and to promote the general welfare.

Response: Acknowledged. The Board of Commissioners has not stated that additional right-of-way beyond that proposed is requested.

4. §255.27.1(2)-Access to parking areas on commercial, institutional, planned business and industrial sites shall be controlled and shall be so located to provide a minimum of 200 feet between points of access. There is less than 200 feet existing between the access points along Lancaster Avenue. The applicant has requested a waiver from this requirement.

Response: Will comply. The submitted Plans indicate only one access point along Lancaster Avenue in compliance with this section of the ordinance.

5. §255-29.A(12)(c) - The width of entrance and exit drives shall be a maximum of 25 feet at the street line and 35 feet at the curblin. The applicant has requested a waiver from this requirement.

Response: A waiver is requested from the 35 ft. width at curblin requirement due to conflicting ordinance requirement necessitating a minimum 10' curb radius for driveways (Section 255-27.H(6)). If a 10' radius is provided on each side of the driveway, the two-way driveway width could only be 15' wide to comply with both sections of the code. 15 ft is too narrow and unsafe for a 2-way driveway width and would also conflict with Section 255-30.C requiring a minimum driveway width of 20'. Note that driveway widths are also subject to PennDOT approval.

6. §255.29.A(B) - Tire bumpers shall be installed as to prevent vehicle overhang on any sidewalk area. The applicant has indicated that they are providing bollards instead of the tire bumpers.

Response: Will comply. It is our interpretation that bollards act as "tire bumpers" not otherwise defined by the code but servicing the same intent that this code section prescribes.

7. §255.38.H-All trees provided on the plan must be listed in this section of the code. The species Carpinus Caroliniana is located on the plans but not in this section of the code. If the applicant in proposing a different species, a waiver from this requirement must be requested.

Response: Will comply.

8. §255.41.B - Additional width of streets adjacent to areas proposed for nonresidential use may be required as deemed necessary by the Board of Commissioners to assure the free flow of through traffic from vehicles entering or leaving parking and loading areas.

Response: Acknowledged. The Board of Commissioners has not stated that additional right-of-way beyond that proposed is requested.

9. §255-43.1.E(2) - The fee for non-residential subdivisions or land developments shall be \$3,307 per 6,400 square feet of floor area (existing or proposed), or portion thereof, which is based upon the estimated value of the land that would have to be dedicated for that amount of floor area.

Response: Will comply.

10. §255-49 - Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.

Response: Acknowledged. To date, the Township has not stated that additional metal or fiber glass street lights beyond that proposed are requested.

11. §255-54.B - The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

Response: Acknowledged.

Stormwater Management

1. Please revise the following on the stormwater and sanitary profiles:
 - a. The existing water line crossing is missing between MH-01 to IN-OSOL
 - b. Please label IN-06 on the plans.
 - c. MH-04 is missing on the profile from UG Basin to IN-06.
 - d. The proposed storm crossing from the roof leaders is missing between SMH-03 and SMH-04.
 - e. The proposed water line is missing between SMH-05 and the existing SMH.

Response: Will comply.

2. It appears that the labels for BMP 6.6.4 Water Quality Filter locations were not updated on Sheets 11 & 14 to be consistent with the revised stormwater inlet locations. Please revise this inconsistency. Also, please add a water quality filter at inlet IN-03.

Response: Will comply.

3. Please provide manufacturer information for the Fabco replaceable media cartridges to be used in BMP 6.6.4 Water Quality Filters. Cartridges must be capable of filtering oils from stormwater runoff.

Response: Will comply.

4. The Cultech manufacturer sheets on pages 32-33 of the stormwater report, along with the hydrographs, are based on 108 Recharger 280HD chambers. However, the Cultec Managed Release Basin Schematic on Sheet 16 of the drawings does not appear to show the number of chambers indicated. Please revise this discrepancy.

Response: Will comply.

5. The Delaware County Conservation District or the PA DEP must authorize the use of a managed release concept (MRC) per PA DEP's white paper "Managed Release Concept" dated December 13, 2018. Please provide evidence that either the Delaware County Conservation District or PA DEP has reviewed and approved the MRC design.

Response: Will comply.

6. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Response: Will comply.

Sanitary Sewer

1. Grease trap sizing calculations must be provided for the proposed 1,500-gallon grease trap. The applicant has indicated that this will be provided at the time of the building permit application.

Response: Will comply.

2. All utility crossing the sanitary sewer must be shown on the sanitary sewer profile on sheet 7 of 21.

Response: Will comply.

Gilmore & Associates, Inc., dated October 26, 2018

IV. SUBDIVISION AND LAND DEVELOPMENT PLAN REVIEW

1. §255-27.A(8) – PennDOT Highway Occupancy Permit
 - i. Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. The Applicant shall copy the Township on all correspondence with PennDOT and extend an invitation to the Township for all meetings. Additionally, in order to facilitate the Township review of the HOP submission, the Applicant should include Gilmore & Associates as an “Engineering Firm” (BP ID No. 0288) on the permit application within the PennDOT ePermitting System.

Response: Will comply.

- ii. Sheet 2 of 21: Note 30 regarding a WB-50 Vehicle is the largest vehicle anticipated to access this development for deliveries and Note 31 regarding store deliveries for WB-50 will be restricted during the 7-9AM and 4-6PM Peak Hours shall be included as conditions on the Highway Occupancy Permit Application.

Response: Will comply.

2. §255-27.B(3)(b) – The Township ultimate legal Right-of-Way on Lancaster Avenue (S.R. 0030) is 80 feet. Although the Applicant has stated the Township Ordinance notes the right-of-way width as recommended by PennDOT, §255-27.C(4) states that where a subdivision or land development 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 to the above standards. Radnor Township should determine if the right-of-way should be 60 feet (as currently proposed) or 80 feet (30 and 40 foot half-width respectively).

Response: Acknowledged.

3. §255-27.H(6) – Minimum curb radii at street intersections shall be 25 feet for local streets, 30 feet for collectors; 35 feet for arterials; and 10 feet for driveways. The Applicant states disagreement with the application of this section of the code and determined it is specific to street intersections then proceeded to cite a discrepancy with this section to sections: §255-29.A(12) and §255-30.C. of the code We note both cited sections [255-29A(12) and 255-30.C.] are related to the width of the driveway at the street line while the section called out in this review comment (255-27.H(6) is related to the curb radii. The code states the minimum curb radii at street intersections shall be 10 feet for driveways and the current submission proposes a 5' radii to both Lancaster Avenue and Aberdeen Avenue. The Applicant shall revise the plans to address this comment or request a waiver.

Response: Will comply.

4. §255-27.I(5) – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. Revise the landscaping plan to include the appropriate sight lines and eliminate the proposed vegetation as needed in order to achieve and maintain a clear line of sight.

Response: Will comply.

5. §255-28. – Revise the plans to include the required and available sight distances at each proposed site driveway. Although the Applicant indicates this is included in the Traffic Study, the information must be provided on the Land Development plans as required by this section of the ordinance or the Applicant must request a waiver.

Response: Will comply.

6. §255-37.F – The grades and paving of sidewalks and pedestrian paths shall be continuous across driveways. Revise the plans to provide a maximum 2% cross slope as an extension of the pedestrian path across all driveways. Although the Applicant indicates this will be provided with the PennDOT Highway Occupancy Permit Application, the information must be provided on the Land Development plans as required by this section of the ordinance or the Applicant must request a waiver.

Response: Will comply.

V. GENERAL PLAN COMMENTS

1. Radnor Township has discussed prohibiting left turns out of the access to Aberdeen Avenue through the construction of a channelized island. The response letter prepared for this submission includes a statement by the Applicant that reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue. We disagree with this argument and note the restriction may actually reduce the residents' concerns with increased traffic volumes related to the proposed land development. Furthermore, upon review of the existing traffic counts for the Sunoco Station driveways which consists of several full accesses to both Lancaster Avenue and Aberdeen Avenue; we note that on average, 36% of the total traffic entering the site enters the site from the northbound approach of Aberdeen Avenue and 19% of the total traffic exiting the site exits the site and continues southbound on Aberdeen Avenue. We recommend further discussions with Radnor Township regarding the high percentage of traffic presently entering and exiting the Sunoco site from the Aberdeen Avenue neighborhood and if additional turn prohibitions should be placed on this access to Aberdeen Avenue.

Response: As has been mentioned previously, the Applicant is willing to discuss the possible elimination of the left turn egress from the Aberdeen Avenue access, however the Applicant still feels the elimination of this movement will have a negative effect on the residents to the south of the proposed site. While TPD does not disagree with the percentages of total traffic calculated by Gilmore, it is important to note that the amount of traffic entering/exiting the existing Sunoco Station via Aberdeen Avenue equates to an average of 39 trips during the peak hours, or two (2) trips every 3 minutes.

2. Given the land development project is located along Aberdeen Avenue and Aberdeen Avenue is located within the limits of the Wayne Business Overlay District (WBOD), the Township may want to consider requesting the Applicant include similar site amenities to the standards required in the WBOD, in particular but not limited to street trees, bicycle racks and ornamental lighting. The Applicant has indicated their willingness to include similar site amenities included in the WBOD standards; therefore, we recommend further discussion with the Township.

Response: The Applicant will continue discussions with the Township.

3. The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Louella Avenue and Wayne Avenue are the next three logical intersections to be included in the Traffic Adaptive System.

Response: So noted.

4. The Applicant has included a northbound right-turn lane on Aberdeen Avenue; we note the mast arm and the traffic signal cabinet on the southeast corner will need to be replaced. The Applicant has indicated this will be coordinated on the PennDOT Highway Occupancy Permit Application; this comment will remain to ensure it is satisfactorily addressed with the Highway Occupancy Permit Application.

Response: So noted.

5. Revise the plans to clearly indicate the location of all proposed on-site signage. Verify all sign details included on Sheet 19 are required and remove any extraneous details such as the following signs:
 - i. Employee Parking Only
 - ii. No Van or Truck Parking
 - iii. No Parking Fire Lane
 - iv. Wawa Customer Parking Only 15 Minute Limit
 - v. No Loitering

Response: Will comply.

6. Revise the plans to include a detail for the proposed R1-1 Stop signs.

Response: Will comply.

7. Provide a complete pedestrian accessible route from the Aberdeen Avenue sidewalk to the proposed retail store.

Response: Will comply. A complete pedestrian accessible route to the store is provided, as required per ADA recommendations and ANSI standards. This accessible route, as requested, is provided from Aberdeen Avenue via a direct route from Lancaster Avenue, which does not cross any active drive isles within the operating site.

8. Identify the color and size of the proposed striping for the parking spaces adjacent to the site property lines.

Response: Will comply.

9. Revise the turning templates to show all trucks accessing the site via left-in/left-out and right-in/right-out movements. Driveway design modifications may be required to accommodate access for large trucks in which case a waiver will be required from the Township requirements. If trucks are to be prohibited in any way at either site access driveway, it will need to be a condition of the Permit.

Response: Will comply

VI. SUBDIVISION & LAND DEVELOPMENT TRANSPORTATION IMPACT STUDY REVIEW

1. §255-20.B(5) – Based on the requirements of this section of the Township Ordinance, the Applicant shall address the following items in the Transportation Impact Study:
 - i. As requested in the Scoping Application review; please provide the Average Daily Traffic for Aberdeen Avenue. Upon review of the Appendix, it appears the Applicant already has this information but neglected to include it in the body of the report.

Response: The Average Daily Traffic will be provided within the revised text.

- ii. As requested in the Scoping Application review memorandum, the study was to include a left turn signal phase analysis for all signalized intersections on all approaches including all signalized approaches that currently include a dedicated left turn lane but no left turn arrow phase. An analysis was only provided for the intersection of Lancaster Avenue and Aberdeen Avenue. The study notes the intersections are not onsite; and therefore do not need to be studied. However, we note the purpose of the transportation impact study is to assess the impact of the proposed development on the local transportation system, to ensure the proposed development does not adversely affect the transportation network, and to note potential problems and present solutions to resolve deficiencies. This comment shall remain until the study is modified to provide this analysis.

Response: Will comply. Note, the intersection of Lancaster Avenue and Wayne Avenue is the only additional intersection requiring analysis for the northbound and southbound approaches which currently have a dedicated left turn lane without a left turn phase. There are no other signalized study area intersections with dedicated left turn lanes.

- iii. Provide the detailed crash data under separate cover for review directly to the Township Engineer. Provide the safety confidentiality notes recommended by PennDOT as this report is for an engineering safety review only and not for public review.

Response: The detailed crash data will be provided to the Township Engineer, as requested.

- iv. Table 3 Manual Traffic Count Information includes a footnote that schools were confirmed to be in session; however, many of the counts and in particular the more recent midday traffic counts, were obtained while area colleges were either not in session or were not operating under a normal class schedule. Verify Villanova, Eastern, and Cabrini were operating under a normal schedule on the count dates in May, June, and December 2018.

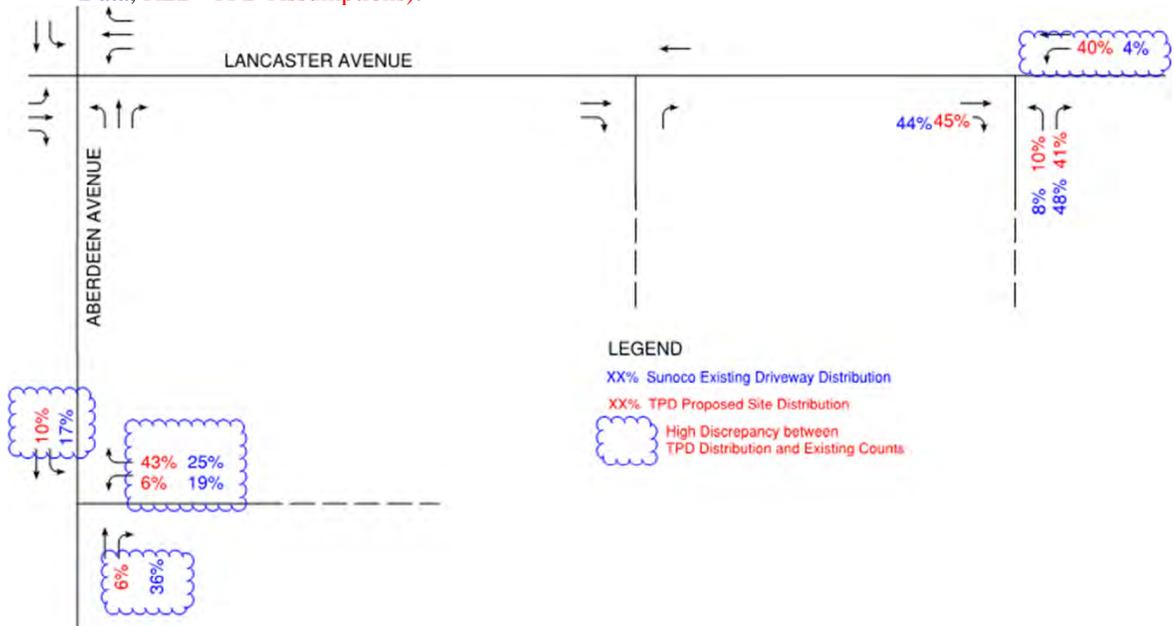
Response: TPD will endeavor to verify if the referenced schools were in session during the midday traffic counts conducted. However, it should be noted that for purposes of the analyses conducted as part of the proposed development, the Applicant has provided counts at twelve (12) locations, during five (5) separate peak hours, including over sixty (60) hours of manual turning movement counts, ATR counts, Gap Studies, and coordination with the adjacent schools and churches. This is a significant amount of data collected, analyzed and provided for a WAWA Convenience Market with Gasoline replacing two (2) existing Gas Stations/Service Stations/Car Wash. Furthermore, TPD believes that even if the above referenced schools were not operating under a normal schedule at the time the counts were conducted, there would be no effect on the outcome of the analysis when operating on a normal schedule.

- v. Revise the report to analyze the intersection of Lancaster Avenue and Aberdeen Avenue using HCM 6th Edition in lieu of the provided HCM 2000.

Response: As suggested by Gilmore Associates specifically, in Comment #V.5 of their October 26, 2018 Review Letter, the addition of the proposed improvements at this intersection were not supported by HCM 6th edition, as HCM 6th Edition produced illogical results as part of the projected conditions analysis. These illogical results relate to the addition of the northbound Aberdeen Avenue right turn lane, whereas HCM 6th Edition suggested this improvement would significantly increase the level of service and queues, which in TPD's opinion, is illogical. Therefore HCM 2000 results will continue to be presented in the report in relation to this intersection.

vi. Below is the Applicant’s previous and most recent response to our continued comment regarding basing the distribution and assignment of the generated trips upon the existing site traffic patterns as opposed to the current methodology passed on the existing street patterns and why we disagree with the Applicant’s assumptions and methodology:

- i) The Township has indicated a preference to restrict left turns out of the proposed access to Aberdeen Avenue; the Applicant’s response to this continued request indicates only 6-7% of the traffic is projected to enter and exit the site south of Aberdeen Avenue. We remind the Applicant that this is their subjective opinion and not based in reality. Reviewing the existing counts from just the Sunoco driveways on Aberdeen Avenue provides a more realistic and fact based indication that the Sunoco site presently has 36% of the trips entering from the south and 19% of the site trips exiting to the south. This supports claims by area residents that neighborhood cut-through traffic will increase with this project. We recommend the Applicant discuss with the Township restricting this driveway to not only eliminate the left turns out of the driveway by also eliminating the right into the proposed site to effectively eliminate the neighborhood cut-through traffic.
- ii) The Applicant continues to provide the distribution and assignment of trips as though the proposed Wawa is a new site and bases the distribution and assignment on the existing street patterns as opposed to our preferred recommendation to base the distribution and assignment on the existing Sunoco site traffic patterns. Regardless of the Applicant’s reasoning, we note the following disagreements on what the Applicant assumes for the proposed site distribution compared to the actual existing Sunoco site driveway distributions based on the existing traffic counts. We continue to object to the Applicant’s distribution and associated assignment. Both the existing and proposed land uses have a high percentage of pass-by traffic, include full movements to both Aberdeen Avenue and Lancaster Avenue and should therefore utilize driveways in a very similar manner to the existing Sunoco driveways. See comparison figure below (BLUE=Existing Count Data; RED=TPD Assumptions):



Response: TPD continues to disagree with the calculations/methodologies outlined by Gilmore in the comparison figure for the following reasons:

- The calculations Gilmore presents lump new and pass-by trips together. New trips and pass-by trips have very different patterns at driveways. New trips enter/exit to/from the same general location, where pass-by trips enter from one direction and exit toward the same direction. Therefore, simply adding total trips at the driveways together is incorrect. TPD could simply comply with the percentages Gilmore presents in the figure. However, it is unclear how to resolve new and pass-by for the Proposed Site to match these combined percentages provided by Gilmore.

- **The Existing Site is a Sunoco Gas Station/Convenience/Service Station/Car Wash. The proposed use has different trip generation rates and different pass-by percentages (76%/76%/66% vs. 62%/56%/46%). The changes in Pass-by% alone can change the patterns by 14%-20%, as pass-by trips are drawn from thru streams.**
- **The analysis provided by Gilmore presumably deals with only the Sunoco Site. If so, there are several reasons why the WBL movement is low compared to the pattern calculated by TPD. One explanation is the proximity of the driveways on Lancaster Avenue for the Sunoco for the purposes of making the left-in, which can lead to bypassing these driveways and making the left-turns in on Aberdeen Avenue, which could explain why Gilmore's left-in is higher than TPD's. The Proposed Driveway pushes the driveway further back from the signal.**
- **If Gilmore's calculation assumes the combined volume from the Sunoco and BP driveways, then the fact that the two sites are not connected comes into play. BP traffic cannot utilize the access on Aberdeen Avenue and the Sunoco traffic cannot utilize the BP access.**
- **Under almost all conditions, the thru stream of traffic on Lancaster Avenue is higher in the WB direction, around 700-1000 vehicles. Furthermore, the NB and SB streams of traffic on Aberdeen Avenue are between 100-200 vehicles, respectively. Regarding the 66%-76% of WAWA traffic that is considered pass-by, utilizing the existing percentages would suggest that only 4% of pass-by traffic is making the WBL into the site on Lancaster Avenue, vs. 36% and 17%, on NB and SB Aberdeen Avenue, respectively.**

In summary, the Proposed Site has different trip generation rates, different pass-by percentages, has different access, and effectively combines the two sites. Therefore, TPD firmly believes that the use of the existing Sunoco/BP patterns are not applicable. If the above reasons for TPD's use of distribution percentages different than existing distribution percentages are still not acceptable, and for the sake of addressing this comment to the Township Traffic Engineer's satisfaction, TPD would suggest the use of an average distribution percentage which would be based on the existing distribution percentage and the proposed distribution percentage provided for in the previous traffic study.

2. §255-20.B(5)(d)[2][a] – This section of the Township Ordinance requires the transportation impact study include a discussion regarding the internal pedestrian circulation. We note several pedestrian generators are located within near proximity of the proposed development: St. Katharine of Siena Parish, St. Mary's Episcopal Church, St. Katharine School (Kindergarten – 8th grade), and Radnor Middle School (6th - 8th grade). Our previous review comment recommended the Applicant investigate reversing the site layout to locate the proposed Wawa building to the northeast corner of the site. This would inherently reduce the number of pedestrian and vehicle conflicts attributed to pedestrians crossing the gas pump area in order to access the entrance to the proposed Wawa market.

The submission response letter indicated the Applicant investigated a "flipped layout" to address this comment however; the design did not adequately shift the building location closer to the northeast corner of the site but just "flipped" the proposed store location with the proposed gas pumps. In addition, the Applicant indicates that during the most recent Community Development meeting, several layouts were presented and discussed and no direction was provided for the revised layouts. We remind the Applicant the purpose of the Community Development meeting is not to "approve" designs or provide direction but to provide a forum for discussing projects with residents and Applicants. Actionable decisions are reserved for the Township elected officials and the Board may take into consideration recommendations from the appointed committees and residents.

If the layout remains as currently submitted, investigate a more complete and comprehensive safe and convenient pedestrian walkway for pedestrians from south Aberdeen Avenue to ensure safe access for student walkers from nearby schools to the retail building. We note the submission response letter indicates this application "provides for the best internal site circulation and ideally placed parking from a safety and convenience standpoint" but in no way addresses the continued concerns related to student walkers visiting the site. Furthermore, the short sidewalk extension from Aberdeen Avenue near the south driveway access does not adequately address this comment.

Response: Will comply. The Applicant investigated a “reversed” or “flipped” layout as requested by the Township to pull the building closer to Aberdeen. The Applicant also evaluated locating the building along the southern property line which would have allowed direct pedestrian access to the building from the Aberdeen Avenue sidewalk. Neither of these plans were supported by the Township Commissioners and no direction was provided to the Applicant. The submitted plan provides accessible site access as required by ANSI requirements and ADA recommendations. This accessible route provides a crosswalk from the Lancaster Avenue sidewalk, crossing near the loading zone area, and to the building, which allows pedestrians to access the building without crossing any internal active customer drive isles.

3. §255-20.B(5)(d)(3) – Existing traffic conditions shall be measured and documented for all streets and intersections in the study area. In addition, the study shall determine the adequacy of the existing roadway system to serve current traffic demand. The previous review comment indicated the study shall be updated to include a left turn signal phase analysis for all signalized intersections on all approaches including a dedicated left turn lane but no left turn arrow phase. The study indicates the requested intersection analyses are not “onsite” and therefore, the study will not be modified to include the requested analysis.

We note that under §255-6 the definition of STUDY AREA is an area extending ½ mile along a street adjacent to the site in both directions from all proposed or existing access points or to and including a major intersection with a collector or arterial, whichever area is greater. We disagree with the Applicant’s argument indicating the intersections are offsite and therefore absolved from providing this ordinance requirement and the comment shall remain until the study is modified to provide the requested analysis.

Response: Please see response to comment Iii.

4. §255-20.B(5)(d)(4) – This section requires calculating the vehicular trip generation utilizing SALDO Attachment 4, Township of Radnor Trip Generation Rates. The Applicant has utilized rates obtained from the industry standard Institute of Transportation Engineers Trip Generation 10th Edition, 2017, which is more appropriate for this development; however, the Applicant is required to request a waiver from this requirement.

Response: So noted.

5. §255-20.B(5)(d)(5) – The Applicant shall discuss the impact of the northbound right turn lane at the intersection of Lancaster Avenue and Aberdeen Avenue with regards to field conditions, level of service and queue related to the southbound approach. The study indicates the Aberdeen Avenue northbound left without the benefit of a dedicated left turn lane is anticipated to have an additional 60’ queue over the existing conditions during the AM Peak Hour if the northbound right turn lane is constructed; and the Aberdeen Avenue southbound approach is anticipated to have an additional 74’ queue with the construction of a northbound right turn lane. While it is understood the applicant does not own or have control over the northern leg of the intersection, the investigation is requested to analyze how the intersection would function with the left turn lanes on both approaches to the intersection, if it is feasible to construct said improvements and identifying the construction constraints are associated with construction.

Response: Will comply.

6. §255-20.B(5)(d)(5) – A 75’ dedicated left turn lane is warranted during all studied periods (AM, PM, Midday, Saturday, and Sunday Peak Hours) for the westbound approach of Lancaster Avenue at the proposed full access driveway; however, the study indicates limited Right-of-Way is available for constructing the required improvement and turn lanes are not provided along the corridor. While we agree with the reasons for not providing this warranted improvement, the Applicant is required to obtain a waiver from the Board of Commissioners.

Response: So noted.

7. §255-20.B(5)(d)[6][a] – All streets and/or intersections showing a Level of Service below C shall be considered deficient, and specific recommendations for the elimination of these problems shall be listed. The Applicant shall include a discussion for all intersection approaches with a Level of Service below C.

Response: Per the above referenced Ordinance section, all streets and/or intersections within the study area will operate at LOS C or better under projected conditions with full build-out of the proposed site. This section of the Ordinance does not reference intersection approaches.

VII. GENERAL TRANSPORTATION IMPACT STUDY COMMENTS

1. As was previously noted Radnor Township may prohibit left turns out of the access to Aberdeen Avenue through the construction of a channelized island. Although the Applicant has reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue; the Township is concerned with patrons utilizing Midland Avenue to avoid the congestion on Lancaster Avenue to gain access to and from the proposed Wawa leading to increased traffic on residential streets and nearby school walking routes. The left turn restriction should be discussed with the Planning Commission.

Response: So noted.

2. The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Aberdeen Avenue, Louella Avenue and Wayne Avenue are the next logical intersections to be included in the Traffic Adaptive System. The study notes an improvement to include providing traffic adaptive equipment at the intersection of Lancaster Avenue and Aberdeen Avenue; however, the equipment would not provide a benefit without connection to adjacent intersections. We recommend the Applicant continue discussions with the Township on this transportation benefit.

Response: So noted.

3. During the recent Community Development meeting, the Township indicated interest in parking restrictions along Aberdeen Avenue. Please modify the study to discuss relocating parking from the northbound Aberdeen Avenue approach to the southbound departure of Aberdeen Avenue at Lancaster Avenue.

Response: Will comply.

4. As noted in the previous review, the Township is requesting the Applicant fully investigate a shared driveway access with several businesses located along E. Lancaster Avenue to the east (Verizon and CVS). The intent of a shared driveway access is to:
 - i. To reduce the number of curb cuts along the south side of E. Lancaster Avenue.
 - ii. Shift the left turn movements into and out of the proposed Wawa further away from the signalized intersection (further east) and eliminate the need for the “courtesy gap left turn movement”.
 - iii. Allow internal retail interaction between the three retail sites.
 - iv. The Applicant has indicated the CVS driveways are configured currently for an entrance only and a separate exit only driveway and approval will be required to share the access. We understand a shared access will likely result in a modification to the existing access and an agreement between all parties; however, this would be a benefit for the community by reducing the number of curb cuts along Lancaster Avenue and provide for internal intersection between the retail sites.

Response: So noted. At this time, the Applicant is not pursuing this shared access, as they believe they have complied with the intent of the request, specifically items i and ii above. Additionally, the Applicant spoke with the owners of the adjacent property who indicated they would not allow shared access into their property for any development on the Applicant's property.

Should you have any comments, questions or concerns, or require any additional information, please feel free to contact me directly at (215) 996-9100.

Sincerely,

BOHLER ENGINEERING PA, LLC


Eric A. Britz, P.E.
Project Manager

cc: Roger Phillips, Gannett Fleming, Inc.
Patti Kaufman, Gannett Fleming, Inc.
Gary Karakelian, Wayne Property Acquisition Inc. (via email)
Peter Karakelian, Wayne Property Acquisition Inc. (via email)
Nicholas J. Caniglia, Esq. (via email)
Matthew Hammond, Traffic, Planning, & Design, Inc. (via email)



*Excellence Delivered **As Promised***

Date: March 20, 2019

To: Stephen Norcini, P.E. – 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: Wawa – Preliminary Plan
Wayne Property Acquisitions Inc. – Applicant

Date Accepted: September 4, 2018

90 Day Review: December 3, 2018, extended to May 13, 2019

Gannett Fleming, Inc. has completed a review of the Preliminary land development 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 demolish the existing gas station 2,223 SF building and gas canopy, as well as the existing 2,007 SF Gentle Touch Car Wash building and gas canopy and construct a 4,736 SF retail store with the retail sale of gas. The two lots will be consolidated as part of this project. This project is located in the C2 district of the Township.

Site Development – Preliminary Plans

Plans Prepared By: Bohler Engineering

Dated: 07/13/2018, and last revised 02/28/2019

Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval is received from the PA DEP. The applicant has requested a planning waiver from the PA DEP.

Zoning

1. §280-52.G. – A breakdown of the proposed impervious coverage must be shown on the plans.



2. §280-112.J – The applicant is proposing parking in a steep slope area of 20% and steeper. Lots existing at the date of addition of this section to this chapter and which are not of sufficient size to be subdivided because of the zoning district lot size limitation are exempted from the provisions of this section except of subsections B, C, E and H, it appears that both existing lots are of insufficient width to be subdivided under §280-52.A. The applicant must provide dimensional information that the lots are in conformation with this section.
3. §280-122 – All signs provided must be in accordance with this section.

Subdivision and Land Development

1. §255.20.B(1)(j) – A complete outline survey of the property to be subdivided or developed, showing all courses, distances, tie-ins to all adjacent intersections, and areas must be shown on the plans. Courses and distances must be shown of each individual parcel to identify the separate parcels.
2. §255.20.B(1)(n) – Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets). The applicant has added an aerial plan to show additional information. If all the required information is not provided, the applicant must request a waiver from this requirement.
3. §255-27.C(2) – Additional right-of way and/or cartway widths may be required by the Board of Commissioners in order to lessen traffic congestion, to secure safety from fire, panic and other dangers, to facilitate the adequate provision for transportation and other public requirements and to promote the general welfare.
4. §255.27.I(2) – Access to parking areas on commercial, institutional, planned business and industrial sites shall be controlled and shall be so located to provide a minimum of 200 feet between points of access. There is less than 200 feet existing between the access points along Lancaster Avenue. The applicant has requested a waiver from this requirement.
5. §255-29.A(12)(c) – The width of entrance and exit drives shall be a maximum of 25 feet at the street line and 35 feet at the curblin. The applicant has requested a waiver from this requirement.
6. §255.29.A(13) – Tire bumpers shall be installed as to prevent vehicle overhang on any sidewalk area. The applicant has indicated that they are providing bollards instead of the tire bumpers.

7. §255.38.H – All trees provided on the plan must be listed in this section of the code. The species *Carpinus Caroliniana* is located on the plans but not in this section of the code. If the applicant in proposing a different species, a waiver from this requirement must be requested.
8. §255.41.B – Additional width of streets adjacent to areas proposed for nonresidential use may be required as deemed necessary by the Board of Commissioners to assure the free flow of through traffic from vehicles entering or leaving parking and loading areas.
9. §255-43.1.E(2) – The fee for non-residential subdivisions or land developments shall be \$3,307 per 6,400 square feet of floor area (existing or proposed), or portion thereof, which is based upon the estimated value of the land that would have to be dedicated for that amount of floor area.
10. §255-49 – Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.
11. §255-54.B – The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

Stormwater Management

1. Please revise the following on the stormwater and sanitary profiles:
 - a. The existing water line crossing is missing between MH-01 to IN-OS01.
 - b. Please label IN-06 on the plans.
 - c. MH-04 is missing on the profile from UG Basin to IN-06.
 - d. The proposed storm crossing from the roof leaders is missing between SMH-03 and SMH-04.
 - e. The proposed water line is missing between SMH-05 and the existing SMH.
2. It appears that the labels for BMP 6.6.4 Water Quality Filter locations were not updated on Sheets 11 & 14 to be consistent with the revised stormwater inlet locations. Please revise this inconsistency. Also, please add a water quality filter at inlet IN-03.
3. Please provide manufacturer information for the Fabco replaceable media cartridges to be used in BMP 6.6.4 Water Quality Filters. Cartridges must be capable of filtering oils from stormwater runoff.

4. The Cultech manufacturer sheets on pages 32-33 of the stormwater report, along with the hydrographs, are based on 108 Recharger 280HD chambers. However, the Cultec Managed Release Basin Schematic on Sheet 16 of the drawings does not appear to show the number of chambers indicated. Please revise this discrepancy.
5. The Delaware County Conservation District or the PA DEP must authorize the use of a managed release concept (MRC) per PA DEP's white paper "Managed Release Concept" dated December 13, 2018. Please provide evidence that either the Delaware County Conservation District or PA DEP has reviewed and approved the MRC design.
6. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

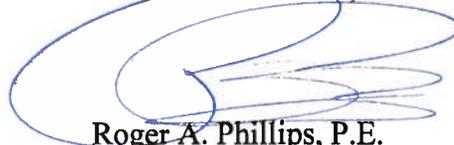
Sanitary Sewer

1. Grease trap sizing calculations must be provided for the proposed 1,500-gallon grease trap. The applicant has indicated that this will be provided at the time of the building permit application.
2. All utility crossing the sanitary sewer must be shown on the sanitary sewer profile on sheet 7 of 21.

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



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: March 22, 2019

To: Stephen F. Norcini, P.E.
Radnor Township Engineer

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

cc: Superintendent Christopher Flanagan, Radnor Township Police Department
Officer Ken Piree, Radnor Township Police Officer
Kevin Kochanski, ASLA, R.L.A., Director of Community Development
John Rice, Esq. – Grim, Biehn & Thatcher
Mary C. Eberle, - Grim, Biehn & Thatcher
Roger Phillips, P.E., Senior Associate, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie A. Salsbury, P.E., Gilmore & Associates, Inc.

Reference: Wawa – 302-306 E. Lancaster Avenue (S.R. 0030) & Aberdeen Avenue
Preliminary Land Development Plan Review 2
Radnor Township No. 2018-D-04
Radnor Township, Delaware County, PA
G&A 18-06057

Gilmore & Associates, Inc. has completed the transportation review of the Preliminary Land Development and Transportation Impact Study submission prepared for Wayne Property Acquisitions, Inc., (Wawa near West Lancaster Avenue and Aberdeen Avenue) and offers the following comments for your consideration:

I. BACKGROUND

The subject properties are situated in the C-2 Commercial Zoning District and the parcels are located along the south side of Lancaster Avenue, east of Aberdeen Avenue at 302 E. Lancaster Avenue and 306 E. Lancaster Avenue. The parcel located at 302 E. Lancaster Avenue currently operates as a retail gasoline station with a full-service motor vehicle repair shop and the parcel located at 306 E. Lancaster Avenue operates as a gas station with an automated car wash. The Applicant proposes consolidating the two parcels, demolishing the existing structures and constructing a new retail convenience store of size 4,736 SF, with 53 parking spaces and retail gasoline station with 12 gas pumps.

II. DOCUMENTS REVIEWED

1. Preliminary Land Development plans, prepared for Wayne Property Acquisition Inc., prepared by Bohler Engineering, dated July 13, 2018, last revised February 28, 2019, consisting of 21 sheets.

BUILDING ON A FOUNDATION OF EXCELLENCE

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

www.gilmore-assoc.com

2. Proposed Retail Store with Retail Sale of Gas response letter addressed to Mr. Norcini, P.E., Radnor Township Engineer, prepared by Bohler Engineering, dated February 28, 2019.
3. Transportation Impact Study for Wawa Lancaster Avenue & Aberdeen Avenue, prepared for Wawa Property Acquisition, Inc., prepared by Traffic Planning and Design, Inc., dated October 9, 2018 and last revised February 27, 2019.

III. TRANSPORTATION IMPACT STUDY SUMMARY

1. Based on traffic counts obtained by the Applicant, the existing sites (Sunoco and BP stations) generate 120 Total AM Peak Hour Trips, 142 Total PM Peak Hour Trips, 196 Total Saturday Peak Hour Trips and 113 Total Sunday Peak Hour Trips.
2. The proposed Wawa is anticipated to generate 394 AM Peak Hour Trips (94 **New** AM Peak Hour Trips), 328 PM Peak Hour Trips (78 **New** PM Peak Hour Trips), 302 Saturday Peak Hour Trips (102 **New** Saturday Peak Hour Trips), 302 Sunday Peak Hour Trips (102 **New** Sunday Peak Hour Trips) and a total of 3,968 vehicle trips during an average weekday.
3. The Applicant proposes a full access to both Aberdeen Avenue and Lancaster Avenue and an additional right in/right out access on Lancaster Avenue.
4. Offered Improvements:
 - i. Northbound right turn lane on Aberdeen Avenue (PennDOT requested this improvement)
 - ii. Upgrade Pedestrian Facilities at the intersection of Lancaster Avenue and Aberdeen Avenue.
 - iii. Optimize intersection signal timings and provide Traffic Adaptive Signal equipment at intersection of Lancaster Avenue and Aberdeen Avenue.

IV. SUBDIVISION AND LAND DEVELOPMENT PLAN REVIEW

1. **§255-27.A(8)** – PennDOT Highway Occupancy Permit
 - i. Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. The Applicant shall copy the Township on all correspondence with PennDOT and extend an invitation to the Township for all meetings. Additionally, in order to facilitate the Township review of the HOP submission, the Applicant should include Gilmore & Associates as an “Engineering Firm” (BP ID No. 0288) on the permit application within the PennDOT ePermitting System.
 - ii. Sheet 2 of 21: Note 30 regarding a WB-50 Vehicle is the largest vehicle anticipated to access this development for deliveries and Note 31 regarding store deliveries for WB-50 will be restricted during the 7-9AM and 4-6PM Peak Hours shall be included as conditions on the Highway Occupancy Permit Application.
2. **§255-27.B(3)(b)** – The Township ultimate legal Right-of-Way on Lancaster Avenue (S.R. 0030) is 80 feet. Although the Applicant has stated the Township Ordinance notes the right-of-way width as recommended by PennDOT, **§255-27.C(4)** states that where a subdivision or land development 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 to the above standards. Radnor Township should determine if the right-of-way should be 60 feet (as currently proposed) or 80 feet (30 and 40 foot half-width respectively).

3. **§255-27.H(6)** – Minimum curb radii at street intersections shall be 25 feet for local streets, 30 feet for collectors; 35 feet for arterials; and 10 feet for driveways. The Applicant states disagreement with the application of this section of the code and determined it is specific to street intersections then proceeded to cite a discrepancy with this section to sections: §255-29.A(12) and §255-30.C. of the code. We note both cited sections [255-29A(12) and 255-30.C.] are related to the **width** of the driveway at the street line while the section called out in this review comment (255-27.H(6)) is related to the **curb radii**. The code states the minimum curb radii at street intersections shall be 10 feet for driveways and the current submission proposes a 5' radii to both Lancaster Avenue and Aberdeen Avenue. The Applicant shall revise the plans to address this comment or request a waiver.
4. **§255-27.I(5)** – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. Revise the landscaping plan to include the appropriate sight lines and eliminate the proposed vegetation as needed in order to achieve and maintain a clear line of sight.
5. **§255-28.** – Revise the plans to include the required and available sight distances at each proposed site driveway. Although the Applicant indicates this is included in the Traffic Study, the information must be provided on the Land Development plans as required by this section of the ordinance or the Applicant must request a waiver.
6. **§255-37.F** – The grades and paving of sidewalks and pedestrian paths shall be continuous across driveways. Revise the plans to provide a maximum 2% cross slope as an extension of the pedestrian path across all driveways. Although the Applicant indicates this will be provided with the PennDOT Highway Occupancy Permit Application, the information must be provided on the Land Development plans as required by this section of the ordinance or the Applicant must request a waiver.

V. GENERAL PLAN COMMENTS

1. Radnor Township has discussed prohibiting left turns out of the access to Aberdeen Avenue through the construction of a channelized island. The response letter prepared for this submission includes a statement by the Applicant that reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue. We disagree with this argument and note the restriction may actually reduce the residents' concerns with increased traffic volumes related to the proposed land development. Furthermore, upon review of the existing traffic counts for the Sunoco Station driveways which consists of several full accesses to both Lancaster Avenue and Aberdeen Avenue; we note that on average, 36% of the total traffic entering the site enters the site from the northbound approach of Aberdeen Avenue and 19% of the total traffic exiting the site exits the site and continues southbound on Aberdeen Avenue. We recommend further discussions with Radnor Township regarding the high percentage of traffic presently entering and exiting the Sunoco site from the Aberdeen Avenue neighborhood and if additional turn prohibitions should be placed on this access to Aberdeen Avenue.

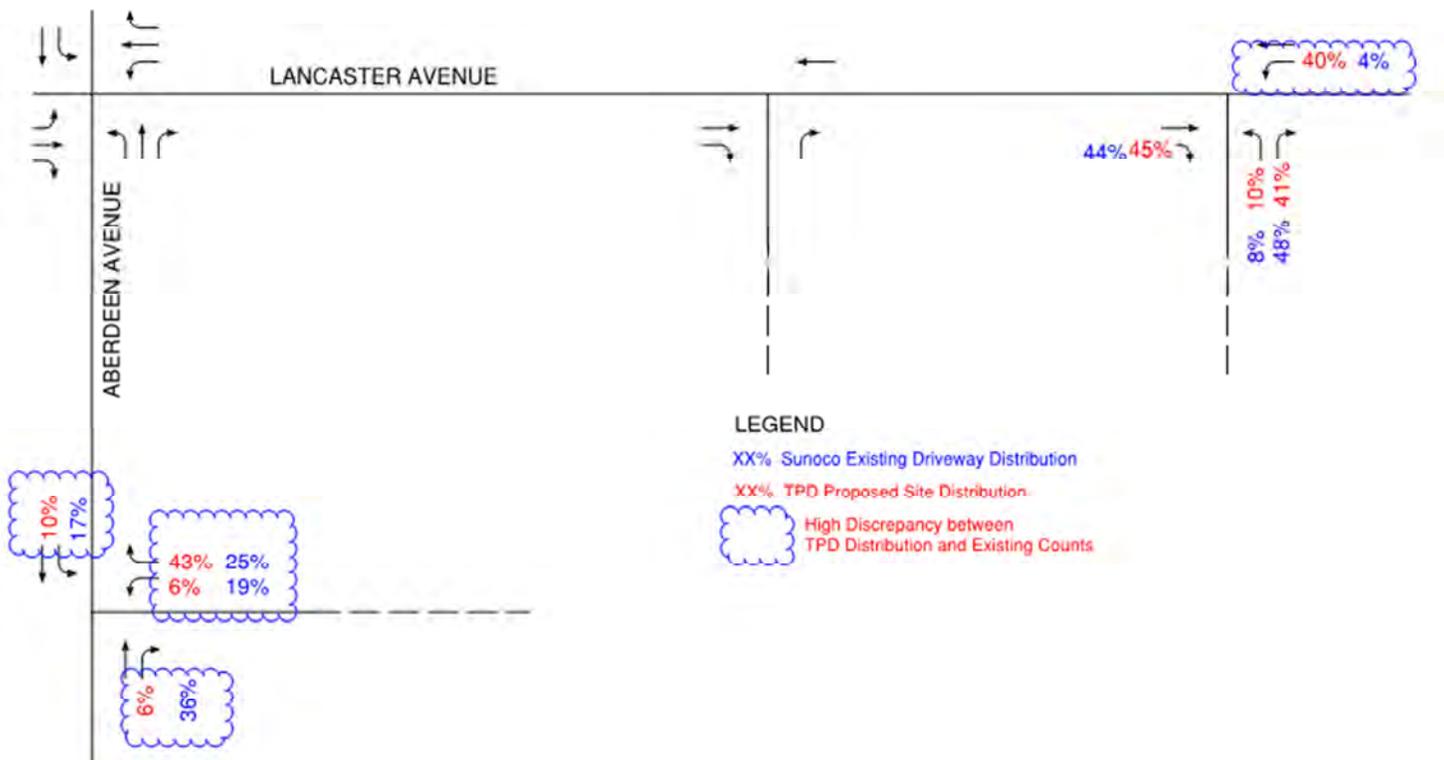
2. Given the land development project is located along Aberdeen Avenue and Aberdeen Avenue is located within the limits of the Wayne Business Overlay District (WBOD), the Township may want to consider requesting the Applicant include similar site amenities to the standards required in the WBOD, in particular but not limited to street trees, bicycle racks and ornamental lighting. The Applicant has indicated their willingness to include similar site amenities included in the WBOD standards; therefore, we recommend further discussion with the Township.
3. The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Louella Avenue and Wayne Avenue are the next three logical intersections to be included in the Traffic Adaptive System.
4. The Applicant has included a northbound right-turn lane on Aberdeen Avenue; we note the mast arm and the traffic signal cabinet on the southeast corner will need to be replaced. The Applicant has indicated this will be coordinated on the PennDOT Highway Occupancy Permit Application; this comment will remain to ensure it is satisfactorily addressed with the Highway Occupancy Permit Application.
5. Revise the plans to clearly indicate the location of all proposed on-site signage. Verify all sign details included on Sheet 19 are required and remove any extraneous details such as the following signs:
 - i. Employee Parking Only
 - ii. No Van or Truck Parking
 - iii. No Parking Fire Lane
 - iv. Wawa Customer Parking Only 15 Minute Limit
 - v. No Loitering
6. Revise the plans to include a detail for the proposed R1-1 Stop signs.
7. Provide a complete pedestrian accessible route from the Aberdeen Avenue sidewalk to the proposed retail store.
8. Identify the color and size of the proposed striping for the parking spaces adjacent to the site property lines.
9. Revise the turning templates to show all trucks accessing the site via left-in/left-out and right-in/right-out movements. Driveway design modifications may be required to accommodate access for large trucks in which case a waiver will be required from the Township requirements. If trucks are to be prohibited in any way at either site access driveway, it will need to be a condition of the Permit.

VI. SUBDIVISION & LAND DEVELOPMENT TRANSPORTATION IMPACT STUDY REVIEW

1. **§255-20.B(5)** – Based on the requirements of this section of the Township Ordinance, the Applicant shall address the following items in the Transportation Impact Study:
 - i. As requested in the Scoping Application review; please provide the Average Daily Traffic for Aberdeen Avenue. Upon review of the Appendix, it appears the Applicant already has this information but neglected to include it in the body of the report.

- ii. As requested in the Scoping Application review memorandum, the study was to include a left turn signal phase analysis for all signalized intersections on all approaches including all signalized approaches that currently include a dedicated left turn lane but no left turn arrow phase. An analysis was only provided for the intersection of Lancaster Avenue and Aberdeen Avenue. The study notes the intersections are not onsite; and therefore do not need to be studied. However, we note the purpose of the transportation impact study is to assess the impact of the proposed development on the local transportation system, to ensure the proposed development does not adversely affect the transportation network, and to note potential problems and present solutions to resolve deficiencies. This comment shall remain until the study is modified to provide this analysis.
- iii. Provide the detailed crash data under separate cover for review directly to the Township Engineer. Provide the safety confidentiality notes recommended by PennDOT as this report is for an engineering safety review only and not for public review.
- iv. Table 3 Manual Traffic Count Information includes a footnote that schools were confirmed to be in session; however, many of the counts and in particular the more recent midday traffic counts, were obtained while area colleges were either not in session or were not operating under a normal class schedule. Verify Villanova, Eastern, and Cabrini were operating under a normal schedule on the count dates in May, June, and December 2018.
- v. Revise the report to analyze the intersection of Lancaster Avenue and Aberdeen Avenue using HCM 6th Edition in lieu of the provided HCM 2000.
- vi. Below is the Applicant's previous and most recent response to our continued comment regarding basing the distribution and assignment of the generated trips upon the existing site traffic patterns as opposed to the current methodology passed on the existing street patterns and why we disagree with the Applicant's assumptions and methodology:
 - i) The Township has indicated a preference to restrict left turns out of the proposed access to Aberdeen Avenue; the Applicant's response to this continued request indicates only 6-7% of the traffic is projected to enter and exit the site south of Aberdeen Avenue. We remind the Applicant that this is their subjective opinion and not based in reality. Reviewing the existing counts from just the Sunoco driveways on Aberdeen Avenue provides a more realistic and fact based indication that the Sunoco site presently has 36% of the trips entering from the south and 19% of the site trips exiting to the south. This supports claims by area residents that neighborhood cut-through traffic will increase with this project. We recommend the Applicant discuss with the Township restricting this driveway to not only eliminate the left turns out of the driveway by also eliminating the right into the proposed site to effectively eliminate the neighborhood cut-through traffic.
 - ii) The Applicant continues to provide the distribution and assignment of trips as though the proposed Wawa is a new site and bases the distribution and assignment on the existing street patterns as opposed to our preferred recommendation to base the distribution and assignment on the existing Sunoco site traffic patterns. Regardless of the Applicant's reasoning, we

note the following disagreements on what the Applicant assumes for the proposed site distribution compared to the actual existing Sunoco site driveway distributions based on the existing traffic counts. We continue to object to the Applicant's distribution and associated assignment. Both the existing and proposed land uses have a high percentage of pass-by traffic, include full movements to both Aberdeen Avenue and Lancaster Avenue and should therefore utilize driveways in a very similar manner to the existing Sunoco driveways. See comparison figure below (BLUE=Existing Count Data; RED=TPD Assumptions):



- §255-20.B(5)(d)[2][a]** – This section of the Township Ordinance requires the transportation impact study include a discussion regarding the internal pedestrian circulation. We note several pedestrian generators are located within near proximity of the proposed development: St. Katharine of Siena Parish, St. Mary's Episcopal Church, St. Katharine School (Kindergarten – 8th grade), and Radnor Middle School (6th - 8th grade). Our previous review comment recommended the Applicant investigate reversing the site layout to locate the proposed Wawa building to the northeast corner of the site. This would inherently reduce the number of pedestrian and vehicle conflicts attributed to pedestrians crossing the gas pump area in order to access the entrance to the proposed Wawa market.

The submission response letter indicated the Applicant investigated a “flipped layout” to address this comment however; the design did not adequately shift the building location closer to the northeast corner of the site but just “flipped” the proposed store location with the proposed gas pumps. In addition, the Applicant indicates that during

the most recent Community Development meeting, several layouts were presented and discussed and no direction was provided for the revised layouts. We remind the Applicant the purpose of the Community Development meeting is not to “approve” designs or provide direction but to provide a forum for discussing projects with residents and Applicants. Actionable decisions are reserved for the Township elected officials and the Board may take into consideration recommendations from the appointed committees and residents.

If the layout remains as currently submitted, investigate a more complete and comprehensive safe and convenient pedestrian walkway for pedestrians from south Aberdeen Avenue to ensure safe access for student walkers from nearby schools to the retail building. We note the submission response letter indicates this application “provides for the best internal site circulation and ideally placed parking from a safety and convenience standpoint” but in no way addresses the continued concerns related to student walkers visiting the site. Furthermore, the short sidewalk extension from Aberdeen Avenue near the south driveway access does not adequately address this comment.

3. **§255-20.B(5)(d)[3]** – Existing traffic conditions shall be measured and documented for all streets and intersections in the study area. In addition, the study shall determine the adequacy of the existing roadway system to serve current traffic demand. The previous review comment indicated the study shall be updated to include a left turn signal phase analysis for all signalized intersections on all approaches including a dedicated left turn lane but no left turn arrow phase. The study indicates the requested intersection analyses are not “onsite” and therefore, the study will not be modified to include the requested analysis.

We note that under §255-6 the definition of STUDY AREA is an area extending ½ mile along a street adjacent to the site in both directions from all proposed or existing access points or to and including a major intersection with a collector or arterial, whichever area is greater. We disagree with the Applicant’s argument indicating the intersections are offsite and therefore absolved from providing this ordinance requirement and the comment shall remain until the study is modified to provide the requested analysis.

4. **§255-20.B.(5)(d)[4]** – This section requires calculating the vehicular trip generation utilizing SALDO Attachment 4, *Township of Radnor Trip Generation Rates*. The Applicant has utilized rates obtained from the industry standard Institute of Transportation Engineers Trip Generation 10th Edition, 2017, which is more appropriate for this development; however, the Applicant is required to request a waiver from this requirement.
5. **§255-20.B(5)(d)[5]** – The Applicant shall discuss the impact of the northbound right turn lane at the intersection of Lancaster Avenue and Aberdeen Avenue with regards to field conditions, level of service and queue related to the southbound approach. The study indicates the Aberdeen Avenue northbound left without the benefit of a dedicated left turn lane is anticipated to have an additional 60’ queue over the existing conditions during the AM Peak Hour if the northbound right turn lane is constructed; and the Aberdeen Avenue southbound approach is anticipated to have an additional 74’ queue with the construction of a northbound right turn lane. While it is understood the applicant does not own or have control over the northern leg of the intersection, the investigation is requested to analyze how the intersection would function with the left turn lanes on both approaches to the intersection, if it is feasible to construct said

improvements and identifying the construction constraints are associated with construction.

6. **§255-20.B(5)(d)[5]** – A 75' dedicated left turn lane is warranted during all studied periods (AM, PM, Middy, Saturday, and Sunday Peak Hours) for the westbound approach of Lancaster Avenue at the proposed full access driveway; however, the study indicates limited Right-of-Way is available for constructing the required improvement and turn lanes are not provided along the corridor. While we agree with the reasons for not providing this warranted improvement, the Applicant is required to obtain a waiver from the Board of Commissioners.
7. **§255-20.B(5)(d)[6][a]** – All streets and/or intersections showing a Level of Service below C shall be considered deficient, and specific recommendations for the elimination of these problems shall be listed. The Applicant shall include a discussion for all intersection approaches with a Level of Service below C.

VII. GENERAL TRANSPORTATION IMPACT STUDY COMMENTS

1. As was previously noted Radnor Township may prohibit left turns out of the access to Aberdeen Avenue through the construction of a channelized island. Although the Applicant has reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue; the Township is concerned with patrons utilizing Midland Avenue to avoid the congestion on Lancaster Avenue to gain access to and from the proposed Wawa leading to increased traffic on residential streets and nearby school walking routes. The left turn restriction should be discussed with the Planning Commission.
2. The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Aberdeen Avenue, Louella Avenue and Wayne Avenue are the next logical intersections to be included in the Traffic Adaptive System. The study notes an improvement to include providing traffic adaptive equipment at the intersection of Lancaster Avenue and Aberdeen Avenue; however, the equipment would not provide a benefit without connection to adjacent intersections. We recommend the Applicant continue discussions with the Township on this transportation benefit.
3. During the recent Community Development meeting, the Township indicated interest in parking restrictions along Aberdeen Avenue. Please modify the study to discuss relocating parking from the northbound Aberdeen Avenue approach to the southbound departure of Aberdeen Avenue at Lancaster Avenue.
4. As noted in the previous review, the Township is requesting the Applicant fully investigate a shared driveway access with several businesses located along E. Lancaster Avenue to the east (Verizon and CVS). The intent of a shared driveway access is to:
 - i. To reduce the number of curb cuts along the south side of E. Lancaster Avenue.

- ii. Shift the left turn movements into and out of the proposed Wawa further away from the signalized intersection (further east) and eliminate the need for the "courtesy gap left turn movement".
- iii. Allow internal retail interaction between the three retail sites.

The Applicant has indicated the CVS driveways are configured currently for an entrance only and a separate exit only driveway and approval will be required to share the access. We understand a shared access will likely result in a modification to the existing access and an agreement between all parties; however, this would be a benefit for the community by reducing the number of curb cuts along Lancaster Avenue and provide for internal intersection between the retail sites.

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April 26, 2019

Steve Norcini, P.E.
Engineering Department
Township of Radnor
301 Iven Avenue
Wayne, Pa. 19087

RE: Aberdeen and Lancaster - Wawa
Preliminary Land Development Plan
Number: 2018-D-04

Dear Steve:

This will confirm my statement at the Planning Commission meeting of April 1, 2019 that the Applicant has granted to the Township an extension until June 17, 2019 for the Board of Commissioners to take action on the above.

Thank you for your time and consideration.

Very truly yours,



NICHOLAS J. CANIGLIA

c. Roger Phillips, P.E.
Patti Kaufman

Memo

To: Radnor Planning Commission
From: Mary Eberle
CC: Steve Norcini; John Rice
Date: March 28, 2019
Re: Wawa **Confidential Attorney Client Privileged**

Background and Relevant Zoning District Use Requirements

As your staff, we always hope to speak to you with one voice and to express one recommendation or opinion to help you make your recommendation to the Board of Commissioners. With regard to the Wawa project, we thought it appropriate to supplement the Zoning Officer's preliminary zoning review dated April 27, 2018. We do not take issue with Mr. Kochanski's methodology, but reach a different conclusion.

The properties upon which the Wawa would be located are zoned C-2 and are currently in use as a service with gas fuel pumps and a carwash with fuel pumps. The Applicant proposes to demolish the existing structures and build a convenience store with fuel dispensers.

Our zoning ordinance, which is very old, distinguishes between an automobile service establishment and a motor vehicle repair shop. In context, the automobile service station seems to refer to the combined service stations/gas stations which were universal decades ago, when the ordinance was adopted. Facilities dedicated strictly to motor vehicle repair are a separate use. Automobile service establishments are permitted by right in the C-3 zoning district, the motor vehicle repair facility is permitted by special exception in the C-3 zoning district. Neither use is permitted in the C-2 zoning district.

The zoning ordinance permits the following uses in the C-2 Zoning District:

- A. *Any use permitted in the C-1 Local Commercial Districts. (for our purposes, the only relevant use is the retail store use)*
- B. *Retail store, including department store, variety store, furniture store, specialty shop or any other retail store or shop designed primarily to service an area larger than the immediately surrounding neighborhood.*

(The ordinance then lists 9 additional uses which are not relevant to this analysis)

The ordinance permits several uses in the C-2 district by special exception, including any use of the same general character as any of the above-permitted uses so long as the use is not a use permitted for the first time in the C-3 zoning districts. Included in the uses permitted for the first time in the C-3 district is the “Drive-in or automobile service establishment as follows: motor vehicle service station (not to include a repair shop or car wash establishment as a main use)...”

In his preliminary review, the zoning officer stated the following:

- a. Retail uses are permitted in the C-2 zoning district;
- b. The zoning ordinance requires all uses in the C-2 district to be located completely within an enclosed structure, but the outdoor gas pumps are an existing non-conformity which is being reduced; and
- c. The zoning ordinance requires that no goods shall be displayed or offered for sale beyond the front lines of a building, but this, too, is an existing non-conformity.

The ordinance does not address convenience stores, with or without gasoline sales, but we agree with the zoning officer’s classification of a convenience store as a retail use.

Mr. Kochanski correctly notes that all uses in the C-2 Zoning District must be located within an enclosed building (§280-49.A and §280-53) so we know that a convenience store with gas pumps would not be permitted by right in the C-2 Zoning District.

Nonconformities

The question then becomes the role that nonconformities play in an analysis of this plan. Township records show that the property at 302 Lancaster Avenue registered as a nonconforming use in 1956, in this case, an ESSO station.

Article XX, §280-101 is the subject of this memo and the basis of our legal opinion to you. Pennsylvania law and §280-101 distinguish between nonconforming uses and nonconforming structures.

The zoning officer notes that the gas pumps, which are not enclosed within a building, are an existing nonconformity. The preliminary zoning review does not clarify whether the nonconformity is a nonconforming structure or a nonconforming use.

If the nonconformity is a structural nonconformity, §280-101.B allows that only nonconforming structures destroyed by fire or other casualty may be reconstructed; there is no provision to allow the reconstruction of nonconforming structures if they are destroyed voluntarily. Voluntary destruction of a building is an abandonment of the building. If the nonconformity to which the preliminary review refers is a nonconforming structure, the Applicant must seek variance relief from the Zoning Hearing Board to pursue this application

If the unenclosed gas pumps are a nonconforming use, Zoning Ordinance Section 280-101.A states that “Any change in nonresidential occupancy shall be deemed to be a change of use for purposes of §280-101.A(1). §280-101.A(1) requires that a *“nonconforming use may be changed to another nonconforming use only upon determination by the ZHB, after public hearing, that the proposed new use will be no more detrimental to its neighborhood and surroundings than is the use it is to replace.”*

The last prong of the preliminary zoning review notes that Zoning Ordinance Section 280-49.D requires that “...no goods shall be displayed or offered for sale beyond the front lines of a building” , but states that the sale of goods beyond the front line of a building is an existing nonconformity. This nonconformity is a dimensional nonconformity, which ceases when the buildings on the property are razed. Variance relief would be required to allow the sale of goods beyond the front line of a building.

The Zoning Ordinance and Pennsylvania law direct that Zoning Hearing Board relief is required in order for this application to proceed. The Applicant can offer an additional extension while the relief is pursued. The current extension run only until May 13, so if the applicant declines to provide an additional extension, it is our recommendation that the Planning Commission recommends denial of this plan.

JAMES J. GREENFIELD

ATTORNEY AT LAW
669 MILL ROAD
VILLANOVA, PENNSYLVANIA 19085

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(610) 527-0550 fax
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greenfieldlaw@comcast.net

March 28, 2019

Kevin W. Kochanski
Zoning Officer and Director
of Community Development
Radnor Township
301 Iven Ave.
Wayne, PA 19087

Re: Wawa Land Development Application

Dear Kevin:

I represent several residential neighbors of the Wawa store and gas station that is proposed for the corner of Lancaster and Aberdeen Avenues in Wayne. We are aware that this land development application is on the Planning Commission agenda for April 1. I have reviewed the plan prepared by Bohler and designated as revision 2, dated Feb. 28, 2019, which I understand to be the plan that the Planning Commission will consider. There are two major issues with the application that we believe require Zoning Hearing Board relief before the Planning Commission moves forward.

1. The Proposed Use Requires a Special Exception

Although the store portion of the proposed Wawa use is permitted in the C-2 district where the subject property lies, the gas station use is not permitted, so both the current and proposed uses are nonconforming. Code § 280-101(A) therefore applies.

The final sentence of § 280-101(A) unambiguously states: "*Any change in nonresidential occupancy shall be deemed to be a change of use for purposes of § 280-101A(1).*" Wawa will be a new nonresidential occupant on the property, so Wawa's proposal is controlled by § 280-101(A)(1), which states:

A nonconforming use may be changed to another nonconforming use by grant of special exception only upon determination by the Zoning Hearing Board, after public hearing, that the proposed new use will be no more detrimental to its neighborhood and surroundings than is the use it is to replace. In determining relative detriment, the Zoning Hearing Board shall take into consideration, among other things, traffic

generated; nuisance characteristics, such as emission of noise, dust and smoke; fire hazards; and hours and manner of operation.

Accordingly, before the Planning Commission and Board of Commissioners may consider the land development plan, Wawa must first obtain a special exception from the Zoning Hearing Board. Under the standard set by § 280-101(A)(1), Wawa bears the burden to prove that the new use will be no more detrimental to the neighborhood than the current use. Given Wawa's plan for 24-hour operation – a significant expansion from the current use – and the additional traffic likely to be attracted to Wawa's much larger retail component and its extensive, popular packaged and prepared food offerings, it seems unlikely Wawa can meet its burden and qualify for a special exception.

2. The Noncompliant Rear Yard Requires a Variance

Because the proposed Wawa property is a corner lot, it must observe two front yards, one side yard and one rear yard, in accordance with the "yard requirements for corner lots" set forth in Code § 280-4. That Code section adds, "The rear lot line shall be designated as that lot line toward which the rear of the principal building is oriented."

Wawa proposes that the Lancaster Avenue (north) side of the building be treated as the front and the south side as the rear, and Wawa shows a south side setback that would exceed the rear yard requirement set by Code § 280-52(E) (35% of lot depth). Because the lot depth as measured from Lancaster Avenue is 212.1 feet and a setback of 74.2 feet therefore would be required from the south property line, Wawa suggests that its 86.3-foot south side setback is a compliant rear yard.

But the plan's layout clearly faces the Aberdeen Avenue front yard. A vehicular entrance and gas pumps are located along Aberdeen, and behind the pumps, the Wawa retail structure's longer outside dimension and its sole entrance also face Aberdeen. Because the building is "oriented" toward the west and Aberdeen, the east side of the building must be treated as its rear and the east yard must be the rear yard under § 280-4.

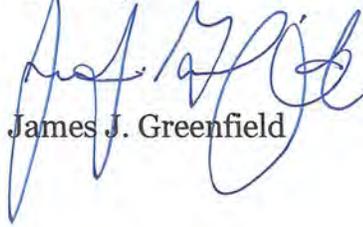
The plan says the depth of the lot as measured from Aberdeen east along Lancaster is 289.2 feet, which means the rear yard setback from the east property line must be 101.2 feet (35% of 289.2). But Wawa provides a noncompliant rear yard setback of only 80.7 feet from the east property line.

Kevin W. Kochanski
March 28, 2019
Page Three

Thus, if Wawa intends to proceed with this plan, its application to the Zoning Hearing Board should also include a request for a variance for the noncompliant rear yard setback, which is about 20% less than required by Code.

We respectfully request that you submit this letter to the Planning Commission by March 29 so that it may be reviewed before the April 1 meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "James J. Greenfield", is written over a light blue rectangular background.

James J. Greenfield

By Electronic Mail

RECEIVED

MAR 07 2019



SKS

St. Katharine of Siena Parish

RADNOR TOWNSHIP
ENGINEERING DEPARTMENT

ESTABLISHED 1893

104 South Aberdeen Avenue, Wayne, PA 19087 Phone: 610-688-4584 Fax: 610-688-7951
rectory@sksparish.org

28 February 2019

Ms. Lisa Borowski
President
Radnor Township Board
301 Iven Avenue
Wayne, PA 19087-5297

COPY

SUBJECT: 302-306 EAST LANCASTER AVENUE

Dear Ms. Borowski:

I write in follow up to a 13 February 2019 meeting held at the Radnor Township building with members of the Township Community Development Committee as well as other Township staff, a representative from Wawa, Mr. Gary Karakelian and Mr. Peter Karakelian, Mr. Nicholas Caniglia, Esq., and some three dozen neighbors for an ongoing discussion regarding the proposal to construct a Wawa store and gas station on the above-noted properties. I want to begin by thanking the Radnor Township officials for offering their time and expertise during the meeting. I also want to thank Wawa and the Karakelians for seriously considering the concerns that several of us have voiced regarding the safety of our children as they would patronize the Wawa store and responding by offering not only one, but two, very viable alternatives to their original plans. We had asked them to consider switching the placement of the store and gas station in their original proposal so that the store would be on the corner of Aberdeen and Lancaster Avenues and the gas pumps would be to the east of the store (option 2). This would make it safer for our children to access the store as they walk up Aberdeen Avenue from Midland or along Lancaster Avenue from the center of Wayne (as many children from both our school and the Radnor Middle School do every day after school). With this alternate design, they would not have to traverse through the traffic around the gas pumps to access the Wawa store. This alternate design was offered at the 13 February meeting for our consideration. Additionally, a design with the store positioned against the southern boundary of the property and the gas pumps lined up along the northern portion of the property just off of Lancaster Avenue was also introduced (option 3).

I presented all three of these designs to our Parish Pastoral Council as well as our parish staff for their review and, after extended discussions, we all agreed that the third design (option 3) was the safest for our children. It reduces the interaction between pedestrians and vehicles even more than the design we had proposed. Mr. Caniglia indicated that both of these alternate designs would require some variances in order to be approved so we recommend that these variances be granted for either of the alternate designs, and state our preference for the third design.

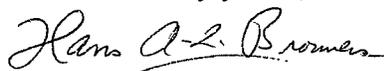
While this third design was being reviewed during the 13 February meeting, one of the neighbors asked if it would be possible to install a sidewalk from the south side of the Aberdeen Avenue entrance leading to the store and remove the seven parking spaces indicated on the southwest portion of the property just inside the Aberdeen Avenue entrance; this would further reduce pedestrian interaction with vehicles. Mr. Caniglia indicated that this could be considered and everyone on the Pastoral Council and parish staff was strongly in favor of that suggestion for obvious reasons, as well, so I would ask that this change be given serious consideration. Additionally, as one of the Pastoral Council members suggested, I would invite consideration of an entrance to the store be included on its west side, as was offered in the second alternate design.

A redesign of the Wawa exterior was also presented at the 13 February meeting, showing a stone base with red brick above it. When I presented it to the Pastoral Council and parish staff, there was general agreement that this was not as attractive as the stucco and stone façade that Wawa had first presented. So, we recommend a return to the original stucco and stone design; this is the signature Wawa design and would give the building a softer appearance than the red brick. Alternately, we suggest a yellow brick and stucco design that is found on some of the stores (319 – 321 E. Lancaster Avenue) in the shopping center across the street from the property in discussion.

As the members of the Pastoral Council considered this proposal, discussion about a left-turn lane on Aberdeen Avenue arose again. I reiterated that I had offered the possibility of providing the necessary footage to be taken from our property on its northeast corner of Aberdeen Avenue but that Rite Aid would also have to be willing to provide footage from the southeast corner of their property on Aberdeen Avenue. If this is not possible, it was suggested that introducing a "left turn only" from Aberdeen Avenue into the traffic signal pattern could alleviate some of the traffic backup at that intersection. Additionally, some suggested that a 30" high stone or brick wall constructed around the northwest corner of the proposed Wawa would prevent vehicles from skidding into the gas pumps in the case of a serious crash at that corner and would also discourage pedestrians from entering the property from that corner through the area with the gas pumps on their way to the store. I offer these ideas for your further consideration.

Thank you for your continued attention to this proposal and our concerns regarding our children's safety and the traffic patterns at this intersection. I look forward to cooperating with all interested parties so that reasonable solutions can be found to address these concerns.

Sincerely yours,



Reverend Monsignor Hans A. L. Brouwers
Pastor

Cc: Lucas A. Clarke, IV, Esq., Vice Chair, Ward 3 Commissioner (w/o drawings)
Stephen F. Norcini, PE, Township Engineer (w/o drawings)
Nicholas J. Caniglia, Esq. (w/o drawings)



February 28, 2019
Via Blue Streak Courier

Radnor Township
301 Iven Avenue
Wayne, PA 19087

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

Re: Proposed Retail Store with Retail Sale of Gas
Lancaster Avenue & Aberdeen Avenue
Radnor Township
Delaware County, PA
PC181016

Dear Mr. Norcini:

Enclosed please find the following for your review:

- Fourteen (14) full-sized copies of the Preliminary/Final Land Development Plans, last revised 2/28/2019, Sheets 1-21 of 21.
- Four (4) reduced-sized 11" x 17" sets of the Preliminary/Final Land Development Plans, last revised 2/28/2019, Sheets 1-21 of 21.
- Two (2) copies of the revised Post Construction Stormwater Management Report, last revised 2/28/2019.
- Two (2) thumb drives containing the referenced submission materials.

Please note: copies of the Traffic Impact Study (TIS) have been provided to Radnor Township by Traffic, Planning & Design, Inc. (TPD) under separate cover. Thumb drives containing their resubmission materials will also be provided by TPD separately. Responses to traffic-related comments from Amy Kaminski at Gilmore & Associates, Inc. have been addressed herein.

We are in receipt of the following review letters for the subject site:

- Gilmore & Associates, Inc., dated September 24, 2018.
- Gannett Fleming, dated September 24, 2018.
- Gilmore & Associates, Inc., dated October 26, 2018.

We provide response to the comments in the above-referenced review letters as listed below in **bold** typeface:

Gilmore & Associates, Inc., dated September 24, 2018

A. BACKGROUND

The subject properties are situated in the C-2 Commercial Zoning District operating under the permitted By-Right retail use. The parcels are located along the south side of Lancaster Avenue, east of Aberdeen Avenue at 302 E. Lancaster Avenue and 306 E. Lancaster Avenue. The parcel located at 302 E. Lancaster Avenue currently operates as a retail gasoline station with a full-service motor vehicle repair shop and the parcel located at 306 E. Lancaster Avenue operates as a gas station with a car wash. The Applicant proposes consolidating the two parcels, demolishing the existing structures and constructing a new retail convenience store of 4,736 SF, with 55 parking spaces and retail gasoline station with 12 gas pumps.

Response: Acknowledged.

B. DOCUMENTS REVIEWED

1. *Preliminary Land Development plans, prepared for Wayne Property Acquisition Inc., prepared by Bohler Engineering, dated July 13, 2018, last revised August 31, 2018.*

Response: Acknowledged.

2. *Response Letter addressed to Mr. Stephen F. Norcini, P.E., Township Engineer, prepared by Bohler Engineering dated August 31, 2018.*

Response: Acknowledged.

3. *Waiver Request letter addressed to Mr. Stephen F. Norcini, P.E., Township Engineer, prepared by Bohler Engineering dated August 31, 2018.*

Response: Acknowledged.

4. *Subdivision and Land Development Application.*

Response: Acknowledged.

C. TRANSPORTATION COMMENTS

We note several traffic and pedestrian generators are located within near proximity of the proposed development: St. Katherines of Siena Parish, St. Mary's Episcopal Church, St. Katherines School (Kindergarten – 8th grade), and Radnor Middle School (6th - 8th grade). We recommend the Applicant address the following comments in the impending Transportation Impact Study. The Applicant has indicated the project Traffic Engineer will respond to these comments; however, "C. Transportation Comments" shall remain until adequately addressed by the Applicant.

Response: So noted; will comply.

1. §255-26 – *In addition to the reviewed information proposed by the Applicant in the Transportation Impact Study Scoping Application and based on the requirements of this section of the Township Ordinance, the Applicant shall also address the following items in the Transportation Impact Study:*

- i) *All traffic counts must be performed while local schools are in session.*

Response: Will comply. All traffic counts were conducted while schools were in session.

- ii) *Pedestrian counts must be obtained for all studied intersections.*

Response: Will comply. Pedestrian counts were conducted at all study area intersections.

- iii) *Weekday traffic counts must capture the morning arrival and afternoon dismissal for both schools. Please contact the identified schools to ensure the count period is extended to include 30 minutes prior to and after the start of school along with 30 minutes prior to and after the afternoon dismissal.*

Response: Will comply – Based on further discussions/research, the Radnor Middle School day is 8:00AM to 3:00PM, and the St. Katherine School is 8:15AM to 2:30PM. Therefore, the 7:00-9:00AM time period is still appropriate. However, the 4:00-6:00PM time period was extended to 2:00-6:00PM.

- iv) *Sunday counts must be obtained; contact both church offices to determine the peak attendance period on Sunday. Obtain vehicular and pedestrian counts 30 minutes prior to and after the noted attendance period.*

Response: Will comply. Based on coordination with the adjacent churches, TPD counted 9:00-11:30AM on Sunday to capture the busiest service as well as the overlap between that service and 11:30 A.M. service.

- v) *Expand the study area to include the following additional intersections:*

- *Lancaster Avenue & Wayne Avenue*
- *Lancaster Avenue & Louella Avenue*
- *Lancaster Avenue & St. Davids Road/Chamounix Road*
- *Aberdeen Avenue and Midland Avenue*
- *Midland Avenue & Louella Avenue*

Response: Will comply. These additional intersections were included in the completed Traffic Study.

- vi) *Include the 24 hour ADT volumes and speed data for the following roadway segments:*

- *Lancaster Avenue*
- *Aberdeen Avenue*

Response: Will comply. See Appendix C of the completed Traffic Study.

- vii) *Verify the size of the proposed building. The scoping application notes the retail building as 4,736 SF in size while the provided concept plan notes the retail building as 5,112 SF in size.*

Response: Will comply. An updated plan has been provided in the traffic study referencing 4,736 SF retail building that is proposed in the land development plan set.

- viii) *The Scoping Application indicates the distribution and assignment will be based on the existing traffic patterns, roadways surrounding the site and the proposed site driveway location and configuration. We would prefer the Distribution and Assignment more heavily favor the existing site distribution because we anticipate the traffic associated with future retail use will behave similar to the current retail use.*

Response: The existing use is technically different from a traffic perspective compared to the proposed use as it contains automobile service and less associated pass-by traffic. The existing access is different than the proposed access as there will be less access points, more turning restrictions, and no cross-access between the two existing sites. Therefore, it is TPD's opinion that the proposed site needs to be treated as a new site based on existing patterns.

- ix) *Section 17 Other Needed Analyses; left turn signal phasing analysis shall be prepared for all signalized intersections on all approaches.*

Response: Will comply as feasible at the adjacent intersection of Lancaster/Aberdeen. It should be noted that, based on TPD's recent experience, left-turn phases will not be permitted by PennDOT without separate dedicated left turn lanes, which are difficult to provide along Lancaster Avenue due to a number of physical constraints.

D. REVIEW OF REQUESTED WAIVERS

1. *§255-27.1(2) – Access to parking areas on commercial sites shall be controlled and shall be so located as to provide a minimum of 200 feet between points of access. The Applicant is requesting a waiver from this requirement. We do not recommend support of this waiver; minimally, we recommend the Applicant revise the western most driveway to a right-in only and eliminate the right out. We note the eastern full access driveway accommodates all movements, and the right exit movements can be performed at the full access driveway east of the proposed site. Although the Applicant indicates it does not appear feasible to provide a shared access; we continue to recommend the Applicant investigate a shared access with the adjacent property owners as opposed to noting it does not appear feasible.*

Response: A waiver is no longer being requested as there is now only one access drive proposed per road frontage. The site is currently non-conforming in the number of existing driveways. There exist two (2) driveways on Aberdeen Avenue and four (4) driveways on Lancaster Avenue (six (6) total). The proposal calls for one (1) driveway on Aberdeen Avenue and one (1) driveway on Lancaster Avenue (two (2) total).

2. *§255-30.A – Off-street loading spaces shall be no less than 14 feet wide, 60 feet long and 17 feet high, exclusive of drives and maneuvering space and located entirely on the lot being served. The Applicant is requesting a waiver from this requirement to provide a loading space with a width of 12.9 feet.*

Response: A waiver from §255.30A is no longer requested as a 14-foot wide loading space is now proposed as shown on Sheet 3 (Site Plan).

3. *§255-30.C – The maximum width of driveways measured at the street lot line shall be 35 feet; the minimum width shall be 20 feet. The Applicant is requesting a waiver from this requirement.*

Response: A waiver from §255-29.A(12)(c) and §255-30.C is no longer being requested as the width of both driveways have been modified to meet §255-29.A(12)(c).

4. *§255-31.F – The top or bottom edge of slopes shall be a minimum of three feet from property or right-of-way lines of streets or alleys in order to permit the normal rounding of the edge without encroaching on the abutting property. The Applicant is requesting a waiver from this requirement.*

Response: A waiver is no longer requested from §255-31.F as grades are now proposed to tie into existing grades within three feet from property lines to permit the normal rounding of the edge without encroaching on the abutting property.

5. *§255-37.G – Sidewalks and pedestrian paths shall be laterally pitched at a slope of not less than ¼ inch per foot to provide for adequate surface drainage. The Applicant is requesting a waiver from this requirement.*

Response: A waiver is no longer requested from §255-37.G.

E. SUBDIVISION AND LAND DEVELOPMENT COMMENTS

1. *§255-20.B(1)(n) – The preliminary plan shall show existing principal buildings, and their respective uses, and driveways on the adjacent peripheral strip and other significant man-made features within 500 feet of and within the site. Revise the plans to include the existing Verizon Wireless/CVS driveway adjacent to the site and any other man-made features within 500 feet of the site.*

Response: Will comply. Sheet 21 (Aerial Plan) has been added to show existing principal buildings, and their respective uses, and driveways on the adjacent peripheral strip and other significant man-made features within 500 feet of and within the site.

2. *§255-27.A(8) – Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. The Applicant shall copy the Township on all correspondence with PennDOT and extend an invitation to the Township for all meetings. Additionally, in order to facilitate the Township review of the HOP submission, the Applicant shall include Gilmore & Associates as an “Engineering Firm” (BP ID No. 0288) on the permit application within the PennDOT ePermitting System.*

Response: Will comply.

3. *§255-27.B(3)(b) – The Township ultimate legal Right-of-Way on Lancaster Avenue (S.R. 0030) is 80 feet. Although the Applicant has stated that the right-of-way width shall be deferred to PennDOT, section §255-27.C(4) states that where a subdivision or land development 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 to the above standards. The Township should determine if the right-of-way should be 60 feet (as currently proposed) or 80 feet (30 and 40 foot half-width respectively).*

Response: The plan complies with respect to Aberdeen Avenue. We respectfully disagree with this comment regarding Lancaster Avenue. Section 255.27.B(3)(b) merely lists Lancaster Avenue as an Arterial Street. Code Section 255-27(C)(1) indicates that Arterial Streets, such as Lancaster Avenue, shall have a Right-of-Way as recommended by the Pennsylvania Department of Transportation (PennDOT). In review, we have found that legal ROW, as recommended by PennDOT and identified on the plans, is conservatively shown to be 60 feet wide. This is based on the most recent available mapping showing the Legal ROW along Lancaster Avenue as either 50 feet (2012 PennDOT signal plan) or 60 feet wide (1993 Subdivision Plan from the subject property’s title commitment report) and based on physical monumentation and surveyor’s experience of nearby properties along Lancaster Avenue.

4. *§255-27.H(3) – No structure, fence, planting or other structure shall be maintained between a plane two feet above curb level and a plane seven feet above curb level so as to interfere with traffic visibility across the corner within that part of the required front, side or rear yard which is within the clear sight triangle. Revise the landscaping plans to include 30 foot clear sight triangles at each of the site driveways. Numerous trees appear to be proposed within these limits.*

Response: Will comply with respect to the street intersection as per this section of the code. However, we respectfully disagree with the application of this code section with respect to proposed site driveways. Section 255-6D{9} defines Clear Sight Triangle as “an area within a triangle bounded by two intersecting streetlines and a straight line drawn between points on each such line 30 ft from the intersection of said lines or extension thereof”. §255-27.H(3) refers to Clear Sight Triangle which only pertains to street intersections, not driveways. Specifically, there are no “streetlines” applicable to driveways thus making this requirement non-applicable to driveways. However, the applicant intends to provide clear sight distances in accordance with PennDOT regulations.

5. *§255-27.H(6) – Minimum curb radii at street intersections shall be 10 feet for driveways. Revise the plans to clearly label all driveway radii and verify compliance with this section.*

Response: While we respectfully disagree with the application of this code section with respect to proposed site driveways, as this code section is specific to street intersections and does not agree with §255-29.A(12) and §255-30.C of the code, however, should PennDOT or the Township desire larger radii, the Applicant is willing to comply.

6. *§255-27.I(2) – Access to parking areas on commercial sites shall be controlled and shall be so located as to provide a minimum of 200 feet between points of access. We recommend revising the western-most Lancaster Avenue access from a right in/right out to a right in only; the full access east of this limited access is sufficient for the exiting movements to Lancaster Avenue.*

Response: Will comply. The plan has been updated accordingly to meet §255-27.I(2) as shown on Sheet 3 (Site Plan).

7. *§255-27.I(5) & §255-28 – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. Revise the plans to include the required and proposed sight distances at each site driveway. Per the Township standards, 275 feet shall be provided along Aberdeen Avenue. However, PennDOT requirements exceed the Township standards along Lancaster Avenue and should therefore be used at this location. Refer to PA Code §441.8 for further guidance.*

Response: Will comply – See Table 4 of the completed Traffic Study.

8. *§255-29.A(14) – No less than a five-foot radius of curvature shall be permitted for all curblines in parking areas. Revise the plans to label all radii throughout the site.*

Response: Will comply. Sheet 3 (Site Plan) has been revised accordingly to label all curbline radii throughout the site.

9. *§255-30.E – We recommend relocating the loading area to a more optimal onsite location; the current location is too close to both proposed driveways to Lancaster Avenue and will likely disrupt onsite circulation. Although the Applicant’s engineer indicates anticipates a “general off-peak delivery” if the loading area remains at the current proposed location; we recommend a condition to the record plan to ensure deliveries will be made outside the AM, Midday and PM Peak hours.*

Response: Will comply. In review, given removal of one of the prior driveways, the general off-peak delivery hours anticipated, the large size of the proposed loading area, and that the loading area is buffered from the adjoining residential uses to the south by the Wawa building itself, it is our opinion that the location proposed meets the intent of the Ordinance. General Note #31 has been added to Sheet 2 (Notes) indicating that Wawa will restrict large truck (WB-50) store deliveries (loading area) during the 7-9a and 4-6p peak hours.

10. *§255-37.F – The grades and paving of sidewalks and pedestrian paths shall be continuous across driveways. Revise the plans to provide a maximum 2% cross slope as an extension of the pedestrian path across all driveways.*

Response: Will comply. The plans will be revised accordingly in coordination with TPD’s HOP plan set preparation once complete.

F. GENERAL COMMENTS

1. *Radnor Township may want to consider prohibiting left turns out of the access to Aberdeen Avenue through the construction of a channelized island. The Applicant has reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue. We disagree with this argument and note the restriction may actually reduce the residents’ concerns with increased traffic volumes related to the proposed land development. We recommend further discussion with the Planning Commission and Board of Commissioners.*

Response: It is TPD’s opinion that, based on existing patterns, only 6% of new trips and 4%-7% of pass-by trips attributable to the Proposed Site will travel to the south via Aberdeen Avenue. Therefore, this restriction will only serve to force these vehicles out to Lancaster Avenue via a left-turn, and a left-turn at the existing traffic signal to travel back to the neighborhood(s). Thus impacting multiple additional intersections. TPD will continue to coordinate with the Township on the potential left turn exit restriction from the Aberdeen Avenue access.

2. *Given the land development project is located along Aberdeen Avenue and which is included in the Wayne Business Overlay District (WBOD), the Township may want to consider requesting the Applicant include similar site amenities to the standards required in the WBOD, in particular but not limited to street trees, and ornamental lighting. The Applicant has indicated their understanding this site is not within the WBOD which appears to imply an unwillingness to include similar site amenities included in the WBOD standards. We recommend further discussion with the Planning Commission and Board of Commissioners.*

Response: Acknowledged. The Applicant is willing to work with the Township on this item; however, the Township should clarify that which it desires for consideration.

3. *The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Louella Avenue and Wayne Avenue are the next three logical intersections to be included in the Traffic Adaptive System.*

Response: Acknowledged.

4. *The Applicant has included a northbound right-turn lane on Aberdeen Avenue; we note the mast arm and the traffic signal cabinet on the southeast corner will need to be replaced.*

Response: Will comply. This will be incorporated into the HOP plans to be prepared by TPD.

5. *Revise general Note 12 on Sheet 2, "CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: "PENNDOT PUB 213, TEMPORARY TRAFFIC CONTROL GUIDELINES, THE MANUAL ON UNIFORM TRAFFIC CONTROL,"AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.*

Response: Will comply. General Demolition Note 12 on Sheet 2 (Notes) has been revised accordingly.

6. *The air machine and associated concrete pad located adjacent to the Aberdeen Avenue entrance does not match the detail on Sheet 18 of the plans. Revise the plans and/or detail sheet accordingly.*

Response: Will comply. Sheet 19 (Details) has been revised to match the air machine shown on Sheet 3 (Site Plan).

7. *A detectable warning surface should be provided within the channelized island at the Lancaster Avenue western driveway.*

Response: Will comply, if applicable. The plans will be revised accordingly in coordination of TPD's HOP plan set preparation once complete.

8. *Install an R3-7R RIGHT LANE MUST TURN RIGHT sign, size 30"x30", along Aberdeen Avenue adjacent to the proposed right-turn auxiliary lane.*

Response: Will comply, if applicable. The plans will be revised accordingly in coordination of TPD's HOP plan set preparation once complete.

9. *Revise the plans to clearly indicate the location of all proposed signage. Verify all sign details included on Sheet 18 are required and remove any extraneous details.*

Response: Will comply. The plans will be revised accordingly in coordination of TPD's HOP plan set preparation once complete in relation to sign location. The 'List of Applicable PADOT Details' on Sheet 17 (Details) denotes Signage Details per PADOT Publication 238 (Latest Edition).

10. *The Applicant should revise the submission to include 10-scale plans of all proposed ADA facilities or modifications to existing facilities. The 10-scale plans should show the spot elevations and slopes of critical points to verify constructability.*

Response: Will comply. 10-scale details of the ADA curb ramps in the right of way will be incorporated into the HOP plans to be prepared by TPD. Slopes of ADA areas within the site not detailed on the HOP Plans have been provided on Sheet 5 (Grading Plan) for clarification.

11. *Revise the plans to include a detail for the proposed mountable curb.*

Response: Will comply. This will be incorporated into the HOP plans to be prepared by TPD. The Land development plans merely reference the TPD plans for all improvements within the ROW, where the mountable curb is proposed.

12. *In accordance with PennDOT standards, the sidewalk should be provided with a six (6) inch stone sub-base. Revise the detail accordingly.*

Response: Will comply. This detail applicable to the frontage sidewalks will be incorporated into the HOP plans to be prepared by TPD. The land development plans merely reference the TPD plans for all improvements within the ROW, where the sidewalk requirement is applicable. The sidewalk detail on Sheet 17 (Details) refers to on-site sidewalk only.

13. *Revise the turning templates as follows:*

- a. *Truck turning templates must be provided to ensure that the driveway intersection can safely accommodate the WB-62 design vehicle. If the largest permitted vehicle type to utilize the proposed site access is a WB-50 as shown on the plans, a note must be included on the plans indicating the WB-50 will be the largest permitted vehicle.*

Response: Will comply. General Note 30 on Sheet 2 (Notes) has been added to indicate that “A WB-50 vehicle is the largest vehicle anticipated to access this development for deliveries.”

- b. *Provide a Turning Template for trucks (fuel tanker, WB-50, and fire trucks) entering the site via a right-turn from eastbound and left-turn from westbound, on Lancaster Avenue.*

Response: Given the Township driveway width requirements per §255-29.A(12)(c) & §255-30.C a right-turn from eastbound cannot be completed by trucks (fuel tanker, WB-50, and fire truck).

- c. *Show the fuel tanker exiting the site driveway from the exit lane onto Lancaster Avenue.*

Response: Given the Township driveway width requirements per §255-29.A(12)(c) and §255-30.C, a fuel tanker cannot exit the site driveway from the exit lane on to Lancaster Avenue.

Gannett Fleming, dated September 24, 2018

Gannett Fleming, Inc. has completed a review of the Preliminary land development 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 demolish the existing gas station 2,223 SF building and gas canopy, as well as the existing 2,007 SF Gentle Touch Car Wash building and gas canopy and construct a 4,736 SF retail store with the retail sale of gas. The two lots will be consolidated as part of this project. This project is located in the C2 district of the Township.

Site Development - Preliminary Plans

Plans Prepared By: Bohler Engineering

Dated: 07/13/2018, and last revised 08/31/2018

The applicant has indicated in an August 31, 2018 letter that they are requesting the following waivers:

1. *§255-27 .l.(2) - To permit less than 200 feet between points of access.*
2. *§255-29.A(12)(c) and §255-30.C- To permit the width of entrance and exit drives greater than 25 feet at the street.*
3. *§255-30.A- To permit a loading space less than 14 feet in width.*
4. *§255-31.F - To permit grading of slopes less than three feet from property or right-of-way lines.*
5. *§255.37.G- To permit sidewalks that are laterally pitched at a slope less than ¼ inch per foot.*

Response: The waivers listed are no longer being requested as it is our belief that the plan complies with the code as detailed earlier in this comment response letter.

Sewage Facilities Planning

1. *Final plan approval will not be granted until Planning Approval is received from the PA DEP.*

Response: Acknowledged. Given the anticipated significant decrease in flows anticipated from this site compared to that which exists today, a PADEP sewer planning waiver has been applied for and is anticipated for this site.

Zoning

1. *§280-52.G. - A breakdown of the proposed impervious coverage must be shown on the plans.*

Response: Will comply. Sheet 3 (Site Plan) has been revised accordingly to provide a breakdown of the impervious coverage for building, pavement and concrete.

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

Response: Will comply. Sheet 4 (Existing Conditions/Demolition Plan) has been revised to highlight areas of steep slopes as outlined in §280-112.C.

3. *§280-122 -All signs provided must be in accordance with this section.*

Response: Acknowledged.

Subdivision and Land Development

1. *§255.20.B(1)(b)- The name and address of the owner/applicant must be shown on the plans.*

Response: Will comply. The equitable owner/applicant has been added to General Note #1 on Sheet 2 (Notes).

2. *§255.20.B(1)(n)- Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets).*

Response: Will comply. Sheet 21 (Aerial Plan) has been added to show existing principal buildings, and their respective uses, and driveways on the adjacent peripheral strip and other significant man-made features within 500 feet of and within the site.

3. *§255-20.B(1)(o)[9]- The locations of fire hydrants must be shown on the plans.*

Response: Will comply. Sheet 3 (Site Plan) and Sheet 6 (Utility Plan) have been updated to include all locations of fire hydrants.

4. *§255.20.B(5)(a) - A transportation impact study shall be undertaken for all major subdivisions and land developments in the Township.*

Response: Will comply. The updated study was submitted to the Township on 10/9/18.

5. *§255-27.(C2)- Additional right-of way and/or cartway widths may be required by the Board of Commissioners in order to lessen traffic congestion, to secure safety from fire, panic and other dangers, to facilitate the adequate provision for transportation and other public requirements and to promote the general welfare.*

Response: Acknowledged.

6. *§255.27.I(2)- Access to parking areas on commercial, institutional, planned business and industrial sites shall be controlled and shall be so located to provide a minimum of 200 feet between points of access. There is less than 200 feet existing between the access points along Lancaster Avenue. The applicant has requested a waiver from this requirement.*

Response: A waiver is no longer being requested as there is now only one access drive proposed per road frontage. The site is currently non-conforming in the number of existing driveways. There exist two (2) driveways on Aberdeen Avenue and four (4) driveways on Lancaster Avenue (six (6) total). The proposal calls for one (1) driveway on Aberdeen Avenue and one (1) driveway on Lancaster Avenue (two (2) total).

7. *§255-29.A(12)(c)- The width of entrance and exit drives shall be a maximum of 25 feet at the street line and 35 feet at the curblines. The applicant has requested a waiver from this requirement.*

Response: A waiver from §255-29.A(12)(c) and §255-30.C is no longer being requested as the width of both driveways have been modified to meet §255-29.A(12)(c).

8. *§255.29.A(13)- Tire bumpers shall be installed as to prevent vehicle overhang on any sidewalk area.*

Response: The plan proposes bollards to achieve this requirement around the building and thus it is our opinion that we meet the intent of the code.

9. *§255.29.A(14)- No less than a five-foot radius of curvature shall be permitted for all curblines in parking areas. The radii of all curb lines must be clearly identified on the plans.*

Response: Will comply. Sheet 3 (Site Plan) has been revised accordingly to label all curblines radii throughout the site.

10. *§255.29.A(19)- All artificial lighting used to illuminate any parking space or spaces shall be arranged so that no direct rays from such lighting shall fall upon any neighboring property or streets, nor shall any high brightness surface of the luminaries be visible from neighboring residential properties or from a public street.*

Response: Will comply. The plan proposes no “direct rays” into the street or neighboring properties and is proposing full cutoff fixtures as is the standard to address visibility of the luminaire surface.

11. *§255-30.A- Each off street loading space shall be no less than 14 feet wide, 60 feet long and 17 feet high, exclusive of drives and maneuvering spaces, and located entirely on the lot being served. The applicant has requested a waiver from this requirement.*

Response: A waiver from §255.30A is no longer requested as a 14-foot wide loading space is now proposed as shown on Sheet 3 (Site Plan).

12. *§255-30.C - The maximum width of driveways and sidewalk openings measured at the street lot line shall be 35 feet; the minimum shall be 20 feet. The applicant has requested a waiver from this requirement.*

Response: A waiver from §255-29.A(12)(c) and §255-30.C is no longer being requested as the width of both driveways have been modified to meet §255-29.A(12)(c).

13. *§255-31.F- The top or bottom edge of slopes shall be a minimum of three feet from the property right-of-way lines of street or alleys in order to permit the normal rounding of the edge without encroaching on the abutting property. The applicant has requested a waiver from this requirement.*

Response: A waiver is no longer requested from §255-31.F as grades are now proposed to tie into existing grades within three feet from property lines to permit the normal rounding of the edge without encroaching on the abutting property.

14. §255.37.G- Sidewalks and pedestrian paths shall be laterally pitched at a slope of not less than ¼ inch per foot to provide for adequate surface drainage. The applicant has requested a waiver from this requirement.

Response: A waiver is no longer requested from §255-37.G.

15. §255.38.B- Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development. The applicant has excluded the driveway width in the street tree calculations on sheet 7. This must be revised, or a waiver requested.

Response: Will comply. The plan has been revised to identify the total property length in the calculation. The plan will propose an informal arrangement due to conflicts with existing utilities and proposed driveways.

16. §255.39.H- All trees provided on the plan must be listed in this section of the code. If the applicant in proposing a different species, a waiver from this requirement must be requested.

Response: Will comply. Sheet 8 (Landscape Plan) has been revised accordingly to comply with §255-39.H.

17. §255.41.B- Additional width of streets adjacent to areas proposed for nonresidential use may be required as deemed necessary by the Board of Commissioners to assure the free flow of through traffic from vehicles entering or leaving parking and loading areas.

Response: Acknowledged.

18. §255-43.l.E(2)- The fee for non-residential subdivisions or land developments shall be \$3,307 per 6,400 square feet of floor area (existing or proposed), or portion thereof, which is based upon the estimated value of the land that would have to be dedicated for that amount of floor area.

Response: Acknowledged.

19. §255-49- Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.

Response: Acknowledged

20. §255-54.B- The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

Response: Acknowledged.

Stormwater Management

1. The plans must include a detail of the Slow Release Underground Stormwater Basin. Items that must be shown in the detail include the length, width, and depth of the basin, number of chambers (row~ and columns), and location of outlet orifice.

Response: Will comply. A site specific managed release concept basin detail has been added to Sheet 16 (Post Construction Management Details) for clarification.

2. §245-22(C) - Stormwater hotspots. If a site is designated as a hotspot, it has important implications for how stormwater is managed. First and foremost, untreated stormwater runoff from hotspots shall not be allowed to recharge into ground water where it may contaminate water supplies. Therefore, the Re_v requirement shall NOT be applied to development sites that fit into the hotspot category (the entire WQ_v must still be treated). Second, a greater level of stormwater treatment shall be considered at hotspot sites to prevent pollutant washoff after construction. The parking area and gas service bays shall be considered stormwater hotspots.

Response: Will comply. We will work closely with the Township Engineer to address this comment to the satisfaction of the Township Engineer.

The proposed Cultec Recharger 280HD has an open bottom design which would permit untreated stormwater to leave the system, which is not permitted for stormwater hotspots. The stormwater system must be redesigned such that no stormwater can infiltrate into the ground. In addition, we note that the geotechnical report in Appendix A found a high water table at the site which inhibits the natural filtration of stormwater. Therefore, no stormwater shall leave the site uncontrolled without first being filtered to remove oil contaminants.

Response: Will comply. The design proposes the basin to be lined in an effort to prevent untreated stormwater from leaving the system. We will work closely with the Township Engineer to address this comment to the satisfaction of the Township Engineer.

3. §245-23(D)(1)- The following calculation formula is to be used to determine the water quality storage volume (WQ_v) in acre-feet of storage required by this chapter:

$$WQ_v = [(P)(R_v)(A)]/12, \text{ where:}$$

WQ_v = Water quality volume (acre-feet)
 $P = 1$ inch
 A = Area of the project contributing to the water quality BMP (acres)
 $R_v = 0.05 + 0.009(I)$ where I is the percent of the area that is impervious surface
[(impervious area/A)x100]

Calculations must be provided showing that the water quality storage volume is met.

Response: Will comply. The Stormwater Management Report, page 5, provides the calculation showing that the water quality storage volume has been met.

4. §245-27(J)- Underground stormwater management systems must be designed to store the two- through one-hundred-year storms within a pipe or other open system that will permit the inspection and maintenance of the system. The entire storm must be placed in the pipe (i.e., the stone bedding around the pipe is not to be included in the volume calculations). The Cultec Internal Manifold Optional Inspection Port Detail must be revised to show that the inspection port is required and not optional. Also, please show that the stone bedding around the chambers is not included in the total storage volume.

Response: Will comply. Sheet 16 (Post-Construction Stormwater Management Details) has been revised to require the inspection port, and the Post Construction Stormwater Management report has been revised accordingly to not include stone storage surrounding the Cultec arches within the stage storage calculations.

5. Appendix A includes BMP 6.4.11: Slow Release Concept (SRC) which outlines the sizing criteria in Table 1 (page 144 of the PCSM Report). Calculations must be provided to show that the SRC meets the sizing criteria.

Response: Will comply. The Stormwater Management Report has been revised to account for a MRC (Managed Release Concept) and detailing the criteria has been met as shown on pages 26 and 100-107.

6. *Stormwater profiles must be provided showing all utility crossings.*

Response: Will comply. Sheet 7 (Stormwater/Sanitary Profiles) has been added to the plan set.

7. *Please clarify what manhole MH-01 ties into.*

Response: Will comply. Sheet 7 (Stormwater/Sanitary Profiles) has been added to the plan which clarifies that MH-01 ties into an existing 18" stormwater pipe within Aberdeen Avenue.

8. *More information must be provided on the BMP 6.6.4 Water Quality Filters BMP 6.6.4 to be installed at the stormwater inlets. Please clarify if these filters are to be left in place permanently. Please provide manufacturer information for the filters showing that oils will be filtered from the stormwater.*

Response: Will comply. The Water Quality Filter detail is provided on Sheet 16 (Post Construction Stormwater Management Details). As they are a Post Construction Stormwater BMP they are intended to be left in place permanently and maintained as detailed in the sequence of BMP installation and removal on Sheet 15 (Post Construction Stormwater Management Notes).

9. *Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.*

Response: Acknowledged.

Sanitary Sewer

1. *Grease trap sizing calculations must be provided for the proposed 1,500-gallon grease trap.*

Response: Will comply. Grease trap sizing calculations will be provided at time of building permit application.

2. *Commercial lateral must be a minimum of 6" in diameter. The diameter of the 4" lateral must be revised.*

Response: Will comply. Sheet 6 (Utility Plan) has been revised to label the commercial laterals as 6" diameter instead of 4".

3. *A profile of the proposed sanitary sewer lateral must be provided.*

Response: Will comply. Sheet 7 (Stormwater/Sanitary Profiles) has been added to the plan set.

4. *The manhole frame and cover detail on sheet 17 of 19 must be replaced with the Radnor Township frame and cover detail.*

Response: Will comply. Sheet 18 (Details) has been revised to replace the previously shown manhole frame and cover detail with the Radnor Township manhole frame and cover detail.

General

1. *The Radnor Township tree protection detail must be shown on the plans.*

Response: Will comply. Sheet 13 (Erosion & Sedimentation Control Details) has been revised to replace the previously shown tree protection detail with the Radnor Township tree protection detail.

Gilmore & Associates, Inc., dated October 26, 2018

I. BACKGROUND

The subject properties are situated in the C-2 Commercial Zoning District operating under the permitted By-Right retail use. The parcels are located along the south side of Lancaster Avenue, east of Aberdeen Avenue at 302 E. Lancaster Avenue and 306 E. Lancaster Avenue. The parcel located at 302 E. Lancaster Avenue currently operates as a retail gasoline station with a full-service motor vehicle repair shop and the parcel located at 306 E. Lancaster Avenue operates as a gas station with a car wash. The Applicant proposes consolidating the two parcels, demolishing the existing structures and constructing a new retail convenience store of 4,736 SF, with 55 parking spaces and retail gasoline station with 12 gas pumps.

Response: Acknowledged.

II. DOCUMENTS REVIEWED

1. *Transportation Impact Study prepared for Wawa Lancaster Avenue & Aberdeen Avenue, prepared by Traffic Planning and Design, Inc., dated October 9, 2018.*

Response: Acknowledged.

2. *PennDOT Scoping Application Response Letter addressed to Ms. Susan LaPenta, District Traffic Services Division Manager, prepared by Traffic Planning and Design, Inc., dated October 9, 2018.*

Response: Acknowledged.

3. *PennDOT TIS Submission Letter addressed to Mr. Fran Hanney, Traffic Services Manager, prepared by Traffic Planning and Design, Inc., dated October 9, 2018.*

Response: Acknowledged.

4. *TIS Scoping Response Letter addressed to Mr. Steve F. Norcini, P.E., Township Engineer, prepared by Traffic Planning and Design, Inc., dated October 9, 2018.*

Response: Acknowledged.

III. TRANSPORTATION IMPACT STUDY SUMMARY

1. *Based on traffic counts included in the study, the existing site generates 130 Total AM Peak Hour Trips, 202 Total PM Peak Hour Trips, 209 Total Saturday Peak Hour Trips and 124 Total Sunday Peak Hour Trips.*

Response: Acknowledged.

2. *The proposed Wawa is anticipated to generate 438 AM Peak Hour Trips (104 New AM Peak Hour Trips), 354 PM Peak Hour Trips (84 New PM Peak Hour Trips), 331 Saturday Peak Hour Trips (113 New Saturday Peak Hour Trips), 331 Sunday Peak Hour Trips (113 New Sunday Peak Hour Trips) and a total of 4,282 vehicle trips during an average weekday.*

Response: Acknowledged.

3. *Noted Improvements:*

- a. *Northbound right turn lane on Aberdeen Avenue (PennDOT requested this improvement)*

Response: Acknowledged.

- b. *Upgrade Pedestrian Facilities at the intersection of Lancaster Avenue and Aberdeen Avenue.*

Response: Acknowledged.

- c. *Optimize intersection signal timings and provide traffic adaptive signal equipment at intersection of Lancaster Avenue and Aberdeen Avenue.*

Response: Acknowledged.

IV. *SUBDIVISION AND LAND DEVELOPMENT ORDINANCE*

1. *§255-20.B(5) –Based on the requirements of this section of the Township Ordinance, the Applicant shall address the following items in the Transportation Impact Study:*

- a. *Update Table 1 Roadway Characteristics Within Study Area to reflect the collected ADT and 85th percentile speed data for both Lancaster Avenue and Aberdeen Avenue.*

Response: Will comply.

- b. *The Applicant’s engineer’s response to our continued comment indicating the distribution and assignment should be similar to the existing site traffic patterns indicates the Applicant intends on treating the proposed site as a new site based on existing street patterns as opposed to our preferred recommendation to base the distribution and assignment on the existing site traffic patterns. While we agree the existing and proposed uses are not identical, the distribution and assignment appear to shift the majority of the exiting traffic from the Wawa site to exit north on Aberdeen Avenue. Reassess the existing driveway volumes against the existing street patterns and provide a more reasonable distribution and assignment.*

Response: The reason for this shift is due to the fact that the entire Proposed Site can exit onto NB Aberdeen Avenue to make a left-turn at the signal rather than an unsignalized left-turn onto Lancaster Avenue. Under existing conditions, this cannot occur because the existing BP is forced to exit onto Lancaster Avenue. In other words, if left-turn movements from the existing BP were able to do so via a NBL at the signal, the patterns on Aberdeen Avenue being referring to, would change significantly in the NB direction. Secondly, using only driveway trips to develop trip assignment percentages, it is difficult to distinguish between the differing patterns between new and pass-by trips. For example, on Aberdeen Avenue, a new trip from the south will appear at the driveway as a NBR and a WBL. Whereas, a pass-by trip on NB Aberdeen Avenue will appear as a NBR and a WBR. If the Existing and Proposed Site were primarily new trips, the requested methodology would be agreeable. However, the existing uses have pass-by trips. Therefore, putting aside the argument that the entirety of the Proposed Site can now utilize the Aberdeen Avenue driveways, putting aside the argument that the Proposed Site has different pass-by characteristics than the Existing Sites, TPD is unsure how to simply take the turning movement counts and extrapolate new and pass-by patterns from them. This fact is extremely important since the Proposed Site is 76% pass-by, which is not easily and accurately assignable based on turning movement patterns. It is TPD’s belief that Pass-by trip assignment should be based on thru volume patterns on the main road, which is what was provided for in the analysis. Finally, based on a review of the turning movements at the existing driveways, the resulting percentage differences between methodologies are not significant enough to change the recommendations of this study. However, TPD will reassess the distribution and determine if minor changes should/can occur.

- c. *As requested in the Scoping Application review, the study was to include a left turn signal phase analysis for all signalized intersections on all approaches. No left turn phasing analysis was provided for any intersections in this submission, including approaches with dedicated left turn lanes already constructed but without a left turn arrow phase. Given the anticipated queues and additional delay predicted with the construction of the northbound right turn lane on Aberdeen Avenue at Lancaster Avenue, investigate altering the northbound approach to include a dedicated left turn lane and a combined through/right lane with a mirrored lane assignment on the opposing northern leg of Aberdeen Avenue at Lancaster Avenue. Also, include a left turn analysis for all signalized approaches that currently include a dedicated left turn lane but no left turn arrow phase.*

Response: See Appendix L. TPD did provide the requested left-turn phasing for the immediate intersection of Lancaster Avenue and Aberdeen Avenue. This evaluation determined left-turn phasing was not warranted. All other signalized intersections were determined to be off-site and not provided. Again, the Proposed Site will replace two existing sites, and is 76% pass-by. Therefore, very little site related traffic will reach these off-site intersections. Therefore, it is TPD's opinion that the proposed site should not be required to provide left-turn phasing at these off-site intersections where the proposed site does not have impact (See Table I). Furthermore, regarding the provision of a northbound left (NBL), the Applicant is willing to work with Radnor Township to provide a NBL instead of a NBR (that was requested). However, the Applicant does not control the other properties required to provide this improvement.

- d. *The site trip generation (Table 6) does not match the identified equations or the scoping application. The site trips are higher than calculated by the rates/equations. Although this is a more conservative approach, please provide additional justification or an explanation for the noted difference.*

Response: To be conservative, TPD utilized the building size (5.112 ksf) instead of the gross floor area (4.736 ksf) for trip generation purposes. However, subsequent traffic studies will be revised to generate traffic for the gross floor area, which will reduce the amount of traffic previously proposed to be generated.

2. §255-20.B(5)(d)[2][a] – *This section of the Township Ordinance requires the transportation impact study include a discussion regarding the internal pedestrian circulation. We note several pedestrian generators are located within near proximity of the proposed development: St. Katharine of Siena Parish, St. Mary's Episcopal Church, St. Katharine School (Kindergarten – 8th grade), and Radnor Middle School (6th - 8th grade). We recommend the Applicant investigate reversing the site layout to locate the Wawa building to the northeast corner of the site. This would inherently reduce the number of pedestrian and vehicle conflicts attributed to pedestrians crossing the gas pump area in order to access the Wawa market. If the layout remains as currently shown, investigate a safe and convenient pedestrian walkway to provide a direct route from the nearby schools for student access to the retail building.*

Response: As requested, we investigated a “flipped layout” and presented this alternative as well as an additional alternate plan with the pumps in front and the building in the rear. Both of these plans require zoning relief and waivers. We requested direction on which of the three plans to pursue. Neither the residents nor the board members present would provide a definitive preference as to which plan they preferred and thus we are resubmitting the plan subject to this application (the original plan) that is we feel provides for the best internal site circulation and ideally placed parking from a safety and convenience standpoint. This plan, however, has been further revised to eliminate need for waivers from the SALDO and now also provides an internal sidewalk from Aberdeen Avenue into the parking lot area as requested.

3. *§255-20.B.(5)(d)[4] This section requires calculating the vehicular trip generation utilizing SALDO Attachment 4, Township of Radnor Trip Generation Rates. The Applicant has utilized rates obtained from the industry standard Institute of Transportation Engineers Trip Generation 10th Edition, 2017, which is more appropriate for this development; therefore, we have no objection to a waiver from this requirement.*

Response: No response necessary.

V. *GENERAL COMMENTS*

1. *As was previously noted Radnor Township may want to consider prohibiting left turns out of the access to Aberdeen Avenue through the construction of a channelized island. The Applicant has reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue. However, we are more concerned with patrons utilizing Midland Avenue to avoid the congestion on Lancaster Avenue to gain access to and from the proposed Wawa. We recommend continued discussions with Radnor Township regarding the elimination of this movement.*

Response: It is TPD's opinion that, based on existing patterns, only 6% of new trips and 4%-7% of pass-by trips attributable to the Proposed Site will travel to the south via Aberdeen Avenue. Therefore, this restriction will only serve to force these vehicles out to Lancaster Avenue via a left-turn, and a left-turn at the existing traffic signal to travel back to the neighborhood(s). Thus impacting multiple additional intersections. TPD will continue to coordinate with the Township on the potential left turn exit restriction from the Aberdeen Avenue access.

2. *The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Aberdeen Avenue, Louella Avenue and Wayne Avenue are the next logical intersections to be included in the Traffic Adaptive System. The study notes an improvement to include providing traffic adaptive equipment at the intersection of Lancaster Avenue and Aberdeen Avenue; however, the equipment would not provide a benefit without connection to adjacent intersections. We recommend the Applicant continue discussions with the Township on this transportation benefit.*

Response: Acknowledged. The Applicant has agreed to provide for Traffic Adaptive equipment at the intersection of Lancaster Avenue and Aberdeen Avenue, but feels the addition of Traffic Adaptive equipment at the intersections of Lancaster Avenue and St. Davids Road/Chamounix Road, Lancaster Avenue and Louella Avenue and Lancaster Avenue and Wayne Avenue should not be the responsibility of the Applicant. The Applicant will continue discussions with the Township.

3. *Revise Tables 11 and 12 to include the seconds of delay for each movement where there is a drop in LOS in order to clearly identify the increase in delay for each movement.*

Response: Will comply.

4. *Provide the detailed crash data under separate cover for review directly to the Township Engineer. Provide the safety confidentiality notes recommended by PennDOT as this report is for an engineering safety review only and not for public review.*

Response: Will comply.

5. *Revise the report to use the latest HCM 6th edition in all capacity analyses, where possible and Identify which signalized intersections are not supported by HCM 6th edition.*

Response: So noted. HCM Methodology will continue to be utilized (with the exception of Comment V.6 below) since this is the methodology that was outlined in the Scoping Application that was reviewed by both Radnor Township and PennDOT.

6. *Provide the HCM 2000 results for the Lancaster Avenue and Wayne Avenue intersection and revise the LOS tables accordingly.*

Response: Will comply.

7. *Add a discussion in the report regarding any modifications to the parking restrictions along Aberdeen Avenue. Consider relocating parking from the northbound approach to the southbound departure of Aberdeen Avenue south of Lancaster Avenue.*

Response: Will comply.

8. *As noted in the previous review, the Township is requesting the Applicant fully investigate a shared driveway access with several businesses located along E. Lancaster Avenue to the east (Verizon and CVS). The intent of a shared driveway access is to:*

- a. *To reduce the number of curb cuts along the south side of E. Lancaster Avenue.*

Response: The Applicant feels that the current application accomplishes this intent, as the existing site(s) currently provide for four (4) curb cuts along the south side of E. Lancaster Avenue, whereas one (1) curb cut is proposed.

- b. *Shift the left turn movements into and out of the proposed Wawa further away from the signalized intersection (further east) and eliminate the need for the "courtesy gap left turn movement".*

Response: The proposed driveway has been located at/near the eastern property line, as far away from the signal as possible based on the property(s) controlled.

- c. *Allow internal retail interaction between the three retail sites. The Applicant has indicated the CVS driveways are configured currently for an entrance only and a separate exit only driveway and approval will be required to share the access. We understand a shared access will likely result in a modification to the existing access located between CVS and Verizon; however, this would be a benefit for all parties for the reasons listed above.*

Response: So noted.

9. *We remind the Applicant the above comments are in addition to our Preliminary Land Development review dated September 24, 2018.*

Response: Acknowledged.

Should you have any comments, questions or concerns, or require any additional information, please feel free to contact me directly at (215) 996-9100.

Sincerely,

BOHLER ENGINEERING PA, LLC


Eric A. Britz, P.E.
Project Manager

cc: Roger Phillips, Gannett Fleming, Inc. (via email)
Gary Karakelian, Wayne Property Acquisition Inc. (via email)
Peter Karakelian, Wayne Property Acquisition Inc. (via email)
Nicholas J. Caniglia, Esq. (via email)
Matthew Hammond, Traffic, Planning, & Design, Inc. (via email)



Transmittal

New Britain Corporate Center 1600 Manor Drive, Suite 200
Chalfont, PA 18914,

PROJECT: PC181016 DATE: 2/28/2019
 PC181016 - Wayne Property
 Acquisition Inc. - Radnor
 Township

SUBJECT: Wawa/Radnor - Revised Land DEVELOPMENT PLANS TRANSMITTAL ID: 00006

PURPOSE: For your use VIA: Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Kate Johnson New Britain Corporate Center 1600 Manor Drive, Suite 200 Chalfont, PA 18914	Bohler Engineering - PA (Chalfont)	kjohnson@bohlereng.com	(215) 996-9100

TO

NAME	COMPANY	EMAIL	PHONE
Nick Caniglia 125 Strafford Ave. Suite 110 PO Box 312 Wayne, PA 19087	Pierce, Caniglia & Taylor	nick@piercecanygliataylor.com	(610) 688-2626
Peter Karakelian 444 Egypt Road Norristown, PA 19403	The Autowash Group, Inc.	wnautowash@yahoo.com	
Gary Karakelian 1747 Spring House Road Chester Springs, PA 19425 United States of America	Wayne Property Acquisition Inc.	gkmanagement@verizon.net	
Matthew I. Hammond	Traffic Planning & Design	mhammond@trafficpd.com	(610) 326-3100
Roger Phillips Gannett Fleming, Inc. P.O. Box 80794 Valley Forge, PA 19484-0794 United States of America	Gannett Fleming, Inc.	rphillips@gfnet.com	(610) 650-8101

Transmittal

DATE: 2/28/2019
TRANSMITTAL ID: 00006

REMARKS: All,

Please use the link provided in this email to download the revised materials for the subject site as submitted to Radnor Township.

Should you have any questions or require any additional information, please feel free to contact our office directly at 215.996.9100.

Thank you,

Kate

Kate Johnson | Project Coordinator



1600 Manor Drive, Suite 200 | Chalfont, PA 18914
P: 215-996-9100 | kjohnson@bohlereng.com
www.BohlerEngineering.com

Confidentiality Note: This e-mail, and any attachment to it, contains confidential information intended only for the use of the designated recipients, which information may also be privileged. If the reader of this e-mail is not the intended recipient, the document has been received in error and any use, review, dissemination, distribution, disclosure or copying of this message is strictly prohibited. If you have received this e-mail in error, please notify the sender via reply e-mail and immediately delete this e-mail from your system.

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
1	2/28/2019	PC181016_2019-02-28-CRL (Final).pdf	
1	2/28/2019	PCSWM Report_Rev-2.pdf	
1	2/28/2019	PC181016_2019-02-28 - Rev.2 (Plan Set).pdf	

COPIES:

Keegan Pedersen (Bohler Engineering)
Chas Evans (Bohler Engineering)
Eric Britz (Bohler Engineering - PA (Chalfont))

PIERCE, CANIGLIA & TAYLOR
ATTORNEYS AT LAW
125 Strafford Avenue - Suite 110
P. O. Box 312
Wayne, Pennsylvania 19087

JAMES M. PIERCE
NICHOLAS J. CANIGLIA
KENNETH C. TAYLOR

TELEPHONE
(610) 688-2626
FAX
(610) 688-5761
EMAIL
Nick@piercecanigliataylor.com

January 21, 2019

Steve Norcini, P.E.
Engineering Department
Township of Radnor
301 Iven Avenue
Wayne, Pa. 19087

RE: Aberdeen and Lancaster - Wawa
Preliminary Land Development Plan
Number: 2018-D-04

Dear Steve:

As we discussed the Wawa Plan will not be on the Planning Commission's agenda for February 2019. This will confirm that I have been authorized by the Applicant to confirm that the Applicant has granted to the Township an extension until May 13, 2019 for the Board of Commissioners to take action on the above.

Thank you for your time and consideration.

Very truly yours,



NICHOLAS J. CANIGLIA

c. Roger Phillips, P.E.
Patti Kaufman

PIERCE, CANIGLIA & TAYLOR
ATTORNEYS AT LAW
125 Strafford Avenue - Suite 110
P. O. Box 312
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Nick@piercecanigliataylor.com

January 5, 2019

Steve Norcini, P.E.
Engineering Department
Township of Radnor
301 Iven Avenue
Wayne, Pa. 19087

RE: Aberdeen and Lancaster - Wawa
Preliminary Land Development Plan
Number: 2018-D-04

Dear Steve:

This will confirm that I have been authorized by the Applicant to confirm that the Applicant has granted to the Township an extension until April 11, 2019 for the Board of Commissioners to take action on the above.

Thank you for your time and consideration.

Very truly yours,



NICHOLAS J. CANIGLIA

c. Roger Phillips, P.E.
Patti Kaufman

**PIERCE, CANIGLIA & TAYLOR
ATTORNEYS AT LAW
125 Strafford Avenue - Suite 110
P. O. Box 312
Wayne, Pennsylvania 19087**

**JAMES M. PIERCE
NICHOLAS J. CANIGLIA
KENNETH C. TAYLOR**

**TELEPHONE (610) 688-2626
FAX (610) 688-5761
EMAIL: Nick@piercecanigliataylor.com**

November 30, 2018

Steve Norcini, P.E.
Engineering Department
Township of Radnor
301 Iven Avenue
Wayne, Pa. 19087

**RE: Aberdeen and Lancaster - Wawa
Preliminary Land Development Plan
Number: 2018-D-04**

Dear Steve:

This will confirm that I have been authorized by the Applicant to confirm that the Applicant has granted to the Township an extension until February 11, 2019 to take action on the above.

Thank you for your time and consideration.

Very truly yours,



NICHOLAS J. CANIGLIA

c. Roger Phillips, P.E.
Patti Kaufman
Mary C. Eberle, Esquire

**PIERCE, CANIGLIA & TAYLOR
ATTORNEYS AT LAW
125 Strafford Avenue - Suite 110
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**TELEPHONE (610) 688-2626
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EMAIL: Nick@piercecanigliataylor.com**

November 30, 2018

Steve Norcini, P.E.
Engineering Department
Township of Radnor
301 Iven Avenue
Wayne, Pa. 19087

**RE: Aberdeen and Lancaster - Wawa
Preliminary Land Development Plan
Number: 2018-D-04**

Dear Steve:

This will confirm that I granted the township an additional thirty-four (34) day extension of time to take action on the above. This is in addition to the additional thirty-five (35) day extension of time granted by my letter dated November 5th.

Thank you for your time and consideration.

Very truly yours,



NICHOLAS J. CANIGLIA

c. Roger Phillips, P.E.
Patti Kaufman

**PIERCE, CANIGLIA & TAYLOR
ATTORNEYS AT LAW
125 Strafford Avenue - Suite 110
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**TELEPHONE (610) 688-2626
FAX (610) 688-5761
EMAIL: Nick@piercecانigliataylor.com**

November 5, 2018

Steve Norcini, P.E.
Engineering Department
Township of Radnor
301 Iven Avenue
Wayne, Pa. 19087

**RE: Aberdeen and Lancaster - Wawa
Preliminary Land Development Plan
Number: 2018-D-04**

Dear Steve:

This will confirm that I granted the township a thirty-five (35) day (October 1 – November 5) extension of time to take action on the above as a result of the continuance requested by the Applicant from the October 1, 2018 Planning Commission meeting.

Thank you for your time and consideration.

Very truly yours,



NICHOLAS J. CANIGLIA

c. Roger Phillips, P.E.
Patti Kaufman



*Excellence Delivered **As Promised***

Date: September 24, 2018

To: Stephen Norcini, P.E. – 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: Wawa – Preliminary Plan
Wayne Property Acquisitions Inc. – Applicant

Date Accepted: September 4, 2018

90 Day Review: December 3, 2018

Gannett Fleming, Inc. has completed a review of the Preliminary land development 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 demolish the existing gas station 2,223 SF building and gas canopy, as well as the existing 2,007 SF Gentle Touch Car Wash building and gas canopy and construct a 4,736 SF retail store with the retail sale of gas. The two lots will be consolidated as part of this project. This project is located in the C2 district of the Township.

Site Development – Preliminary Plans

Plans Prepared By: Bohler Engineering

Dated: 07/13/2018, and last revised 08/31/2018

The applicant has indicated in an August 31, 2018 letter that they are requesting the following waivers:

1. §255-27.I.(2) – To permit less than 200 feet between points of access.
2. §255-29.A(12)(c) and §255-30.C – To permit the width of entrance and exit drives greater than 25 feet at the street.
3. §255-30.A – To permit a loading space less than 14 feet in width.
4. §255-31.F – To permit grading of slopes less than three feet from property or right-of-way lines.
5. §255.37.G – To permit sidewalks that are laterally pitched at a slope less than ¼ inch per foot.



Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval is received from the PA DEP.

Zoning

1. §280-52.G. – A breakdown of the proposed impervious coverage must be shown on the plans.
2. §280-112.C. – Areas of steep slopes containing slopes steeper than 14% shall be outlined as following (1) Areas containing slopes steeper than 14% but less than 20% shall be distinguished from the areas containing slopes of 20% or steeper. (2) Areas containing slopes of 20% and steeper shall be separately identified.
3. §280-122 – All signs provided must be in accordance with this section.

Subdivision and Land Development

1. §255.20.B(1)(b) – The name and address of the owner/applicant must be shown on the plans.
2. §255.20.B(1)(n) – Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets).
3. §255-20.B(1)(o)[9] – The locations of fire hydrants must be shown on the plans.
4. §255.20.B(5)(a) – A transportation impact study shall be undertaken for all major subdivisions and land developments in the Township.
5. §255-27.C(2) – Additional right-of way and/or cartway widths may be required by the Board of Commissioners in order to lessen traffic congestion, to secure safety from fire, panic and other dangers, to facilitate the adequate provision for transportation and other public requirements and to promote the general welfare.
6. §255.27.I(2) – Access to parking areas on commercial, institutional, planned business and industrial sites shall be controlled and shall be so located to provide a minimum of 200 feet between points of access. There is less than 200 feet existing between the access points along Lancaster Avenue. The applicant has requested a waiver from this requirement.

7. §255-29.A(12)(c) – The width of entrance and exit drives shall be a maximum of 25 feet at the street line and 35 feet at the curblines. The applicant has requested a waiver from this requirement.
8. §255.29.A(13) – Tire bumpers shall be installed as to prevent vehicle overhang on any sidewalk area.
9. §255.29.A(14) – No less than a five-foot radius of curvature shall be permitted for all curblines in parking areas. The radii of all curb lines must be clearly identified on the plans.
10. §255.29.A(19) – All artificial lighting used to illuminate any parking space or spaces shall be arranged so that no direct rays from such lighting shall fall upon any neighboring property or streets, nor shall any high brightness surface of the luminaries be visible from neighboring residential properties or from a public street,
11. §255-30.A – Each off street loading space shall be no less than 14 feet wide, 60 feet long and 17 feet high, exclusive of drives and maneuvering spaces, and located entirely on the lot being served. The applicant has requested a waiver from this requirement.
12. §255-30.C – The maximum width of driveways and sidewalk openings measured at the street lot line shall be 35 feet; the minimum shall be 20 feet. The applicant has requested a waiver from this requirement.
13. §255-31.F – The top or bottom edge of slopes shall be a minimum of three feet from the property right-of-way lines of street or alleys in order to permit the normal rounding of the edge without encroaching on the abutting property. The applicant has requested a waiver from this requirement.
14. §255.37.G – Sidewalks and pedestrian paths shall be laterally pitched at a slope of not less than ¼ inch per foot to provide for adequate surface drainage. The applicant has requested a waiver from this requirement.
15. §255.39.B – Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development. The applicant has excluded the driveway width in the street tree calculations on sheet 7. This must be revised, or a waiver requested.
16. §255.39.H – All trees provided on the plan must be listed in this section of the code. If the applicant in proposing a different species, a waiver from this requirement must be requested.

17. §255.41.B – Additional width of streets adjacent to areas proposed for nonresidential use may be required as deemed necessary by the Board of Commissioners to assure the free flow of through traffic from vehicles entering or leaving parking and loading areas.
18. §255-43.1.E(2) – The fee for non-residential subdivisions or land developments shall be \$3,307 per 6,400 square feet of floor area (existing or proposed), or portion thereof, which is based upon the estimated value of the land that would have to be dedicated for that amount of floor area.
19. §255-49 – Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.
20. §255-54.B – The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

Stormwater Management

1. The plans must include a detail of the Slow Release Underground Stormwater Basin. Items that must be shown in the detail include the length, width, and depth of the basin, number of chambers (rows and columns), and location of outlet orifice.
2. §245-22(C) - Stormwater hotspots. If a site is designated as a hotspot, it has important implications for how stormwater is managed. First and foremost, untreated stormwater runoff from hotspots shall not be allowed to recharge into ground water where it may contaminate water supplies. Therefore, the Re_v requirement shall NOT be applied to development sites that fit into the hotspot category (the entire WQ_v must still be treated). Second, a greater level of stormwater treatment shall be considered at hotspot sites to prevent pollutant washoff after construction. The parking area and gas service bays shall be considered stormwater hotspots.

The proposed Cultec Recharger 280HD has an open bottom design which would permit untreated stormwater to leave the system, which is not permitted for stormwater hotspots. The stormwater system must be redesigned such that no stormwater can infiltrate into the ground. In addition, we note that the geotechnical report in Appendix A found a high water table at the site which inhibits the natural filtration of stormwater. Therefore, no stormwater shall leave the site uncontrolled without first being filtered to remove oil contaminants.

3. §245-23(D)(1) - The following calculation formula is to be used to determine the water quality storage volume (WQ_v) in acre-feet of storage required by this chapter:
 $WQ_v = [(P)(R_v)(A)]/12$, where:
 WQ_v = Water quality volume (acre-feet)
 P = 1 inch
 A = Area of the project contributing to the water quality BMP (acres)
 R_v = $0.05 + 0.009(I)$ where I is the percent of the area that is impervious surface $[(\text{impervious area}/A) \times 100]$
Calculations must be provided showing that the water quality storage volume is met.
4. §245-27(J) - Underground stormwater management systems must be designed to store the two- through one-hundred-year storms within a pipe or other open system that will permit the inspection and maintenance of the system. The entire storm must be placed in the pipe (i.e., the stone bedding around the pipe is not to be included in the volume calculations). The Cultec Internal Manifold Optional Inspection Port Detail must be revised to show that the inspection port is required and not optional. Also, please show that the stone bedding around the chambers is not included in the total storage volume.
5. Appendix A includes BMP 6.4.11: Slow Release Concept (SRC) which outlines the sizing criteria in Table 1 (page 144 of the PCSM Report). Calculations must be provided to show that the SRC meets the sizing criteria.
6. Stormwater profiles must be provided showing all utility crossings.
7. Please clarify what manhole MH-01 ties into.
8. More information must be provided on the BMP 6.6.4 Water Quality Filters BMP 6.6.4 to be installed at the stormwater inlets. Please clarify if these filters are to be left in place permanently. Please provide manufacturer information for the filters showing that oils will be filtered from the stormwater.
9. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Sanitary Sewer

1. Grease trap sizing calculations must be provided for the proposed 1,500-gallon grease trap.
2. Commercial lateral must be a minimum of 6" in diameter. The diameter of the 4" lateral must be revised.
3. A profile of the proposed sanitary sewer lateral must be provided.

Steve Norcini, Township Engineer
Wawa
September 24, 2018

4. The manhole frame and cover detail on sheet 17 of 19 must be replaced with the Radnor Township frame and cover detail.

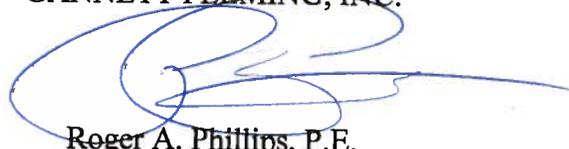
General

1. The Radnor Township tree protection detail must be shown on the plans.

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: October 26, 2018

To: Steve F. Norcini, P.E.
Radnor Township Engineer

From: Amy 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 Rice, Esq. – Grim, Biehn & Thatcher
Roger Phillips, P.E., Senior Associate, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie A. Salsbury, E.I.T., Gilmore & Associates, Inc.

Reference: Wawa – 302-306 E. Lancaster Avenue (S.R. 0030) & Aberdeen Avenue
Radnor Township Escrow No. 2018-D-04
Transportation Impact Study Review 1
Radnor Township, Delaware County, PA
G&A No. 18-06057

We have reviewed the Preliminary Land Development submission prepared for Wayne Property Acquisitions, Inc., and offer the following comments for your consideration:

I. BACKGROUND

The subject properties are situated in the C-2 Commercial Zoning District operating under the permitted By-Right retail use. The parcels are located along the south side of Lancaster Avenue, east of Aberdeen Avenue at 302 E. Lancaster Avenue and 306 E. Lancaster Avenue. The parcel located at 302 E. Lancaster Avenue currently operates as a retail gasoline station with a full-service motor vehicle repair shop and the parcel located at 306 E. Lancaster Avenue operates as a gas station with a car wash. The Applicant proposes consolidating the two parcels, demolishing the existing structures and constructing a new retail convenience store of 4,736 SF, with 55 parking spaces and retail gasoline station with 12 gas pumps.

II. DOCUMENTS REVIEWED

1. Transportation Impact Study prepared for Wawa Lancaster Avenue & Aberdeen Avenue, prepared by Traffic Planning and Design, Inc., dated October 9, 2018.

2. PennDOT Scoping Application Response Letter addressed to Ms. Susan LaPenta, District Traffic Services Division Manager, prepared by Traffic Planning and Design, Inc., dated October 9, 2018.
3. PennDOT TIS Submission Letter addressed to Mr. Fran Hanney, Traffic Services Manager, prepared by Traffic Planning and Design, Inc., dated October 9, 2018.
4. TIS Scoping Response Letter addressed to Mr. Steve F. Norcini, P.E., Township Engineer, prepared by Traffic Planning and Design, Inc., dated October 9, 2018.

III. TRANSPORTATION IMPACT STUDY SUMMARY

1. Based on traffic counts included in the study, the existing site generates 130 Total AM Peak Hour Trips, 202 Total PM Peak Hour Trips, 209 Total Saturday Peak Hour Trips and 124 Total Sunday Peak Hour Trips.
2. The proposed Wawa is anticipated to generate 438 AM Peak Hour Trips (104 **New** AM Peak Hour Trips), 354 PM Peak Hour Trips (84 **New** PM Peak Hour Trips), 331 Saturday Peak Hour Trips (113 **New** Saturday Peak Hour Trips), 331 Sunday Peak Hour Trips (113 **New** Sunday Peak Hour Trips) and a total of 4,282 vehicle trips during an average weekday.
3. Noted Improvements:
 - a. Northbound right turn lane on Aberdeen Avenue (PennDOT requested this improvement)
 - b. Upgrade Pedestrian Facilities at the intersection of Lancaster Avenue and Aberdeen Avenue.
 - c. Optimize intersection signal timings and provide traffic adaptive signal equipment at intersection of Lancaster Avenue and Aberdeen Avenue.

IV. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

1. §255-20.B(5) –Based on the requirements of this section of the Township Ordinance, the Applicant shall address the following items in the Transportation Impact Study:
 - a. Update Table 1 *Roadway Characteristics Within Study Area* to reflect the collected ADT and 85th percentile speed data for both Lancaster Avenue and Aberdeen Avenue.
 - b. The Applicant's engineer's response to our continued comment indicating the distribution and assignment should be similar to the existing site traffic patterns indicates the Applicant intends on treating the proposed site as a new site based on existing street patterns as opposed to our preferred recommendation to base the distribution and assignment on the existing site traffic patterns. While we agree the existing and proposed uses are not identical, the distribution and assignment appears to shift the majority of the exiting traffic from the Wawa site to exit north on Aberdeen Avenue. Reassess the existing driveway volumes against the existing street patterns and provide a more reasonable distribution and assignment.

- c. As requested in the Scoping Application review, the study was to include a left turn signal phase analysis for all signalized intersections on all approaches. No left turn phasing analysis was provided for any intersections in this submission, including approaches with dedicated left turn lanes already constructed but without a left turn arrow phase. Given the anticipated queues and additional delay predicted with the construction of the northbound right turn lane on Aberdeen Avenue at Lancaster Avenue, investigate altering the northbound approach to include a dedicated left turn lane and a combined through/right lane with a mirrored lane assignment on the opposing northern leg of Aberdeen Avenue at Lancaster Avenue. Also, include a left turn analysis for all signalized approaches that currently include a dedicated left turn lane but no left turn arrow phase.
 - d. The site trip generation (Table 6) does not match the identified equations or the scoping application. The site trips are higher than calculated by the rates/equations. Although this is a more conservative approach, please provide additional justification or an explanation for the noted difference.
2. §255-20.B(5)(d)[2][a] – This section of the Township Ordinance requires the transportation impact study include a discussion regarding the internal pedestrian circulation. We note several pedestrian generators are located within near proximity of the proposed development: St. Katharine of Siena Parish, St. Mary's Episcopal Church, St. Katharine School (Kindergarten – 8th grade), and Radnor Middle School (6th - 8th grade). We recommend the Applicant investigate reversing the site layout to locate the Wawa building to the northeast corner of the site. This would inherently reduce the number of pedestrian and vehicle conflicts attributed to pedestrians crossing the gas pump area in order to access the Wawa market. If the layout remains as currently shown, investigate a safe and convenient pedestrian walkway to provide a direct route from the nearby schools for student access to the retail building.
 3. §255-20.B.(5)(d)[4] This section requires calculating the vehicular trip generation utilizing SALDO Attachment 4, *Township of Radnor Trip Generation Rates*. The Applicant has utilized rates obtained from the industry standard Institute of Transportation Engineers Trip Generation 10th Edition, 2017, which is more appropriate for this development; therefore, we have no objection to a waiver from this requirement.

V. GENERAL COMMENTS

1. As was previously noted Radnor Township may want to consider prohibiting left turns out of the access to Aberdeen Avenue through the construction of a channelized island. The Applicant has reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue. However, we are more concerned with patrons utilizing Midland Avenue to avoid the congestion on Lancaster Avenue to gain access to and from the proposed Wawa. We recommend continued discussions with Radnor Township regarding the elimination of this movement.

2. The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Aberdeen Avenue, Louella Avenue and Wayne Avenue are the next logical intersections to be included in the Traffic Adaptive System. The study notes an improvement to include providing traffic adaptive equipment at the intersection of Lancaster Avenue and Aberdeen Avenue; however, the equipment would not provide a benefit without connection to adjacent intersections. We recommend the Applicant continue discussions with the Township on this transportation benefit.
3. Revise Tables 11 and 12 to include the seconds of delay for each movement where there is a drop in LOS in order to clearly identify the increase in delay for each movement.
4. Provide the detailed crash data under separate cover for review directly to the Township Engineer. Provide the safety confidentiality notes recommended by PennDOT as this report is for an engineering safety review only and not for public review.
5. Revise the report to use the latest HCM 6th edition in all capacity analyses, where possible and Identify which signalized intersections are not supported by HCM 6th edition.
6. Provide the HCM 2000 results for the Lancaster Avenue and Wayne Avenue intersection and revise the LOS tables accordingly.
7. Add a discussion in the report regarding any modifications to the parking restrictions along Aberdeen Avenue. Consider relocating parking from the northbound approach to the southbound departure of Aberdeen Avenue south of Lancaster Avenue.
8. As noted in the previous review, the Township is requesting the Applicant fully investigate a shared driveway access with several businesses located along E. Lancaster Avenue to the east (Verizon and CVS). The intent of a shared driveway access is to:
 - a. To reduce the number of curb cuts along the south side of E. Lancaster Avenue.
 - b. Shift the left turn movements into and out of the proposed Wawa further away from the signalized intersection (further east) and eliminate the need for the "courtesy gap left turn movement".
 - c. Allow internal retail interaction between the three retail sites.

The Applicant has indicated the CVS driveways are configured currently for an entrance only and a separate exit only driveway and approval will be required to share the access. We understand a shared access will likely result in a

modification to the existing access located between CVS and Verizon; however, this would be a benefit for all parties for the reasons listed above.

9. We remind the Applicant the above comments are in addition to our Preliminary Land Development review dated September 24, 2018.



MEMORANDUM

Date: September 24, 2018

To: Steve F. Norcini, P.E.
Radnor Township Engineer

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

cc: Superintendent Christopher Flanagan, Radnor Township Police Department
Officer Ken Piree, Radnor Township Police Officer
Kevin Kochanski, ASLA, R.L.A., Director of Community Development
Roger Phillips, P.E., Senior Associate, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie A. Salsbury, E.I.T., Gilmore & Associates, Inc.

Reference: Wawa – 302-306 E. Lancaster Avenue (S.R. 0030) & Aberdeen Avenue
Preliminary Land Development Plan Review 1
2018-D-04
Radnor Township, Delaware County, PA
G&A 18-06057

We have reviewed the Preliminary Land Development submission prepared for Wayne Property Acquisitions, Inc., (Wawa near West Lancaster Avenue and Aberdeen Avenue) and offer the following comments for your consideration:

A. BACKGROUND

The subject properties are situated in the C-2 Commercial Zoning District operating under the permitted By-Right retail use. The parcels are located along the south side of Lancaster Avenue, east of Aberdeen Avenue at 302 E. Lancaster Avenue and 306 E. Lancaster Avenue. The parcel located at 302 E. Lancaster Avenue currently operates as a retail gasoline station with a full-service motor vehicle repair shop and the parcel located at 306 E. Lancaster Avenue operates as a a gas station with a car wash. The Applicant proposes consolidating the two parcels, demolishing the existing structures and constructing a new retail convenience store of 4,736 SF, with 55 parking spaces and retail gasoline station with 12 gas pumps.

B. DOCUMENTS REVIEWED

1. Preliminary Land Development plans, prepared for Wayne Property Acquisition Inc., prepared by Bohler Engineering, dated July 13, 2018, last revised August 31, 2018.

BUILDING ON A FOUNDATION OF EXCELLENCE

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

www.gilmore-assoc.com

2. Response Letter addressed to Mr. Stephen F. Norcini, P.E., Township Engineer, prepared by Bohler Engineering dated August 31, 2018.
3. Waiver Request letter addressed to Mr. Stephen F. Norcini, P.E., Township Engineer, prepared by Bohler Engineering dated August 31, 2018.
4. Subdivision and Land Development Application.

C. TRANSPORTATION COMMENTS

We note several traffic and pedestrian generators are located within near proximity of the proposed development: St. Katherines of Siena Parish, St. Mary's Episcopal Church, St. Katherines School (Kindergarten – 8th grade), and Radnor Middle School (6th - 8th grade). We recommend the Applicant address the following comments in the impending Transportation Impact Study. The Applicant has indicated the project Traffic Engineer will respond to these comments; however, "C. Transportation Comments" shall remain until adequately addressed by the Applicant.

1. §255-26 – In addition to the reviewed information proposed by the Applicant in the Transportation Impact Study Scoping Application and based on the requirements of this section of the Township Ordinance, the Applicant shall also address the following items in the Transportation Impact Study:
 - i) All traffic counts must be performed while local schools are in session.
 - ii) Pedestrian counts must be obtained for all studied intersections.
 - iii) Weekday traffic counts must capture the morning arrival and afternoon dismissal for both schools. Please contact the identified schools to ensure the count period is extended to include 30 minutes prior to and after the start of school along with 30 minutes prior to and after the afternoon dismissal.
 - iv) Sunday counts must be obtained; contact both church offices to determine the peak attendance period on Sunday. Obtain vehicular and pedestrian counts 30 minutes prior to and after the noted attendance period.
 - v) Expand the study area to include the following additional intersections:
 - Lancaster Avenue & Wayne Avenue
 - Lancaster Avenue & Louella Avenue
 - Lancaster Avenue & St. Davids Road/Chamounix Road
 - Aberdeen Avenue and Midland Avenue
 - Midland Avenue & Louella Avenue
 - vi) Include the 24 hour ADT volumes and speed data for the following roadway segments:
 - Lancaster Avenue
 - Aberdeen Avenue

- vii) Verify the size of the proposed building. The scoping application notes the retail building as 4,736 SF in size while the provided concept plan notes the retail building as 5,112 SF in size.
- viii) The Scoping Application indicates the distribution and assignment will be based on the existing traffic patterns, roadways surrounding the site and the proposed site driveway location and configuration. We would prefer the Distribution and Assignment more heavily favor the existing site distribution because we anticipate the traffic associated with future retail use will behave similar to the current retail use.
- ix) Section 17 *Other Needed Analyses*; left turn signal phasing analysis shall be prepared for all signalized intersections on all approaches.

D. REVIEW OF REQUESTED WAIVERS

1. §255-27.1(2) – Access to parking areas on commercial sites shall be controlled and shall be so located as to provide a minimum of 200 feet between points of access. **The Applicant is requesting a waiver from this requirement.** We do not recommend support of this waiver; minimally, we recommend the Applicant revise the western most driveway to a right-in only and eliminate the right out. We note the eastern full access driveway accommodates all movements, and the right exit movements can be performed at the full access driveway east of the proposed site. Although the Applicant indicates it does not appear feasible to provide a shared access; we continue to recommend the Applicant investigate a shared access with the adjacent property owners as opposed to noting it does not appear feasible.
2. §255-30.A – Off-street loading spaces shall be no less than 14 feet wide, 60 feet long and 17 feet high, exclusive of drives and maneuvering space and located entirely on the lot being served. **The Applicant is requesting a waiver from this requirement to provide a loading space with a width of 12.9 feet.**
3. §255-30.C – The maximum width of driveways measured at the street lot line shall be 35 feet; the minimum width shall be 20 feet. **The Applicant is requesting a waiver from this requirement.**
4. §255-31.F – The top or bottom edge of slopes shall be a minimum of three feet from property or right-of-way lines of streets or alleys in order to permit the normal rounding of the edge without encroaching on the abutting property. **The Applicant is requesting a waiver from this requirement.**
5. §255-37.G – Sidewalks and pedestrian paths shall be laterally pitched at a slope of not less than $\frac{1}{4}$ inch per foot to provide for adequate surface drainage. **The Applicant is requesting a waiver from this requirement.**

E. SUBDIVISION AND LAND DEVELOPMENT COMMENTS

1. §255-20.B(1)(n) – The preliminary plan shall show existing principal buildings, and their respective uses, and driveways on the adjacent peripheral strip and other significant man-made features within 500 feet of and within the site. Revise the plans to include the existing Verizon Wireless/CVS driveway adjacent to the site and any other man-made features within 500 feet of the site.

2. §255-27.A(8) – Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. The Applicant shall copy the Township on all correspondence with PennDOT and extend an invitation to the Township for all meetings. Additionally, in order to facilitate the Township review of the HOP submission, the Applicant shall include Gilmore & Associates as an “Engineering Firm” (BP ID No. 0288) on the permit application within the PennDOT ePermitting System.
3. §255-27.B(3)(b) – The Township ultimate legal Right-of-Way on Lancaster Avenue (S.R. 0030) is 80 feet. Although the Applicant has stated that the right-of-way width shall be deferred to PennDOT, section §255-27.C(4) states that where a subdivision or land development 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 to the above standards. The Township should determine if the right-of-way should be 60 feet (as currently proposed) or 80 feet (30 and 40 foot half-width respectively).
4. §255-27.H(3) – No structure, fence, planting or other structure shall be maintained between a plane two feet above curb level and a plane seven feet above curb level so as to interfere with traffic visibility across the corner within that part of the required front, side or rear yard which is within the clear sight triangle. Revise the landscaping plans to include 30 foot clear sight triangles at each of the site driveways. Numerous trees appear to be proposed within these limits.
5. §255-27.H(6) – Minimum curb radii at street intersections shall be 10 feet for driveways. Revise the plans to clearly label all driveway radii and verify compliance with this section.
6. §255-27.I(2) – Access to parking areas on commercial sites shall be controlled and shall be so located as to provide a minimum of 200 feet between points of access. We recommend revising the western-most Lancaster Avenue access from a right in/right out to a right in only; the full access east of this limited access is sufficient for the exiting movements to Lancaster Avenue.
7. §255-27.I(5) & §255-28 – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. Revise the plans to include the required and proposed sight distances at each site driveway. Per the Township standards, 275 feet shall be provided along Aberdeen Avenue. However, PennDOT requirements exceed the Township standards along Lancaster Avenue and should therefore be used at this location. Refer to PA Code §441.8 for further guidance.
8. §255-29.A(14) – No less than a five-foot radius of curvature shall be permitted for all curblines in parking areas. Revise the plans to label all radii throughout the site.
9. §255-30.E – We recommend relocating the loading area to a more optimal onsite location; the current location is too close to both proposed driveways to Lancaster Avenue and will likely disrupt onsite circulation. Although the Applicant’s engineer indicates anticipates a “general off-peak delivery” if the loading area remains at the current proposed location; we recommend a condition to the record plan to ensure deliveries will be made outside the AM, Middy and PM Peak hours.

10. §255-37.F – The grades and paving of sidewalks and pedestrian paths shall be continuous across driveways. Revise the plans to provide a maximum 2% cross slope as an extension of the pedestrian path across all driveways.

F. GENERAL COMMENTS

1. Radnor Township may want to consider prohibiting left turns out of the access to Aberdeen Avenue through the construction of a channelized island. The Applicant has reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue. We disagree with this argument and note the restriction may actually reduce the residents' concerns with increased traffic volumes related to the proposed land development. We recommend further discussion with the Planning Commission and Board of Commissioners.
2. Given the land development project is located along Aberdeen Avenue and which is included in the Wayne Business Overlay District (WBOD), the Township may want to consider requesting the Applicant include similar site amenities to the standards required in the WBOD, in particular but not limited to street trees, and ornamental lighting. The Applicant has indicated their understanding this site is not within the WBOD which appears to imply an unwillingness to include similar site amenities included in the WBOD standards. We recommend further discussion with the Planning Commission and Board of Commissioners.
3. The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Louella Avenue and Wayne Avenue are the next three logical intersections to be included in the Traffic Adaptive System.
4. The Applicant has included a northbound right-turn lane on Aberdeen Avenue; we note the mast arm and the traffic signal cabinet on the southeast corner will need to be replaced.
5. Revise general Note 12 on Sheet 2, "CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: **"PENNDOT PUB 213, TEMPORARY TRAFFIC CONTROL GUIDELINES**, THE MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.
6. The air machine and associated concrete pad located adjacent to the Aberdeen Avenue entrance does not match the detail on Sheet 18 of the plans. Revise the plans and/or detail sheet accordingly.

7. A detectable warning surface should be provided within the channelized island at the Lancaster Avenue western driveway.
8. Install an R3-7R RIGHT LANE MUST TURN RIGHT sign, size 30"x30", along Aberdeen Avenue adjacent to the proposed right-turn auxiliary lane.
9. Revise the plans to clearly indicate the location of all proposed signage. Verify all sign details included on Sheet 18 are required and remove any extraneous details.
10. The Applicant should revise the submission to include 10-scale plans of all proposed ADA facilities or modifications to existing facilities. The 10-scale plans should show the spot elevations and slopes of critical points to verify constructability.
11. Revise the plans to include a detail for the proposed mountable curb.
12. In accordance with PennDOT standards, the sidewalk should be provided with a six (6) inch stone sub-base. Revise the detail accordingly.
13. Revise the turning templates as follows:
 - a. Truck turning templates must be provided to ensure that the driveway intersection can safely accommodate the WB-62 design vehicle. If the largest permitted vehicle type to utilize the proposed site access is a WB-50 as shown on the plans, a note must be included on the plans indicating the WB-50 will be the largest permitted vehicle.
 - b. Provide a Turning Template for trucks (fuel tanker, WB-50, and fire trucks) entering the site via a right-turn from eastbound and left-turn from westbound, on Lancaster Avenue.
 - c. Show the fuel tanker exiting the site driveway from the exit lane onto Lancaster Avenue.



October 30, 2018
Via Email

Radnor Township
301 Iven Avenue
Wayne, PA 19087

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

Re: Proposed Retail Store with Retail Sale of Gas
Lancaster Avenue & Aberdeen Avenue
Radnor Township
Delaware County, PA
PC181016

Dear Mr. Norcini:

On behalf of Wayne Property Acquisition Inc. (the Applicant), and in anticipation of the November 5th Planning Commission Meeting, please find responses to the following review letters for the subject site:

- Gilmore & Associates, Inc., dated September 24, 2018
- Gannett Fleming, dated September 24, 2018

We provide response to the review comments found in Gilmore & Associates, Inc., dated September 24, 2018 listed below in **bold** typeface:

A. BACKGROUND

The subject properties are situated in the C-2 Commercial Zoning District operating under the permitted By-Right retail use. The parcels are located along the south side of Lancaster Avenue, east of Aberdeen Avenue at 302 E. Lancaster Avenue and 306 E. Lancaster Avenue. The parcel located at 302 E. Lancaster Avenue currently operates as a retail gasoline station with a full-service motor vehicle repair shop and the parcel located at 306 E. Lancaster Avenue operates as a gas station with a car wash. The Applicant proposes consolidating the two parcels, demolishing the existing structures and constructing a new retail convenience store of 4,736 SF, with 55 parking spaces and retail gasoline station with 12 gas pumps.

Response: Acknowledged.

B. DOCUMENTS REVIEWED

1. *Preliminary Land Development plans, prepared for Wayne Property Acquisition Inc., prepared by Bohler Engineering, dated July 13, 2018, last revised August 31, 2018.*

Response: Acknowledged

2. *Response Letter addressed to Mr. Stephen F. Norcini, P.E., Township Engineer, prepared by Bohler Engineering dated August 31, 2018.*

Response: Acknowledged

3. *Waiver Request letter addressed to Mr. Stephen F. Norcini, P.E., Township Engineer, prepared by Bohler Engineering dated August 31, 2018.*

Response: Acknowledged.

4. *Subdivision and Land Development Application.*

Response: Acknowledged.

C. TRANSPORTATION COMMENTS

We note several traffic and pedestrian generators are located within near proximity of the proposed development: St. Katherines of Siena Parish, St. Mary's Episcopal Church, St. Katherines School (Kindergarten – 8th grade), and Radnor Middle School (6th - 8th grade). We recommend the Applicant address the following comments in the impending Transportation Impact Study. The Applicant has indicated the project Traffic Engineer will respond to these comments; however, "C. Transportation Comments" shall remain until adequately addressed by the Applicant.

Response: So Noted/Will Comply.

1. §255-26 – *In addition to the reviewed information proposed by the Applicant in the Transportation Impact Study Scoping Application and based on the requirements of this section of the Township Ordinance, the Applicant shall also address the following items in the Transportation Impact Study:*

i) *All traffic counts must be performed while local schools are in session.*

Response: Will Comply. All traffic counts were conducted while schools were in session.

ii) *Pedestrian counts must be obtained for all studied intersections.*

Response: Will Comply. Pedestrian counts were conducted at all study area intersections.

iii) *Weekday traffic counts must capture the morning arrival and afternoon dismissal for both schools. Please contact the identified schools to ensure the count period is extended to include 30 minutes prior to and after the start of school along with 30 minutes prior to and after the afternoon dismissal.*

Response: Will Comply – Based on further discussions/research, the Radnor Middle School day is 8:00AM to 3:00PM, and the St. Katherine School is 8:15AM to 2:30PM. Therefore, the 7:00-9:00AM time period is still appropriate. However, the 4:00-6:00PM time period was extended to 2:00-6:00PM.

iv) *Sunday counts must be obtained; contact both church offices to determine the peak attendance period on Sunday. Obtain vehicular and pedestrian counts 30 minutes prior to and after the noted attendance period.*

Response: Will Comply - Based on coordination with the adjacent churches, TPD counted 9:00-11:30AM on Sunday to capture the busiest service as well as the overlap between that service and 11:30 A.M. service.

v) *Expand the study area to include the following additional intersections:*

- *Lancaster Avenue & Wayne Avenue*
- *Lancaster Avenue & Louella Avenue*
- *Lancaster Avenue & St. Davids Road/Chamounix Road*
- *Aberdeen Avenue and Midland Avenue*
- *Midland Avenue & Louella Avenue*

Response: Will Comply. These additional intersections were included in the completed Traffic Study.

- vi) *Include the 24 hour ADT volumes and speed data for the following roadway segments:*
- *Lancaster Avenue*
 - *Aberdeen Avenue*

Response: Will Comply – See Appendix C of the completed Traffic Study.

- vii) *Verify the size of the proposed building. The scoping application notes the retail building as 4,736 SF in size while the provided concept plan notes the retail building as 5,112 SF in size.*

Response: Will Comply

- viii) *The Scoping Application indicates the distribution and assignment will be based on the existing traffic patterns, roadways surrounding the site and the proposed site driveway location and configuration. We would prefer the Distribution and Assignment more heavily favor the existing site distribution because we anticipate the traffic associated with future retail use will behave similar to the current retail use.*

Response: The existing use is technically different from the proposed use as it contains automobile service and less associated pass-by traffic. The existing access is different than the proposed access as there will be less access points, more turning restrictions, and no cross-access between the two existing sites. Therefore, it is TPD's opinion that the proposed site needs to be treated as a new site based on existing patterns.

- ix) *Section 17 Other Needed Analyses; left turn signal phasing analysis shall be prepared for all signalized intersections on all approaches.*

Response: Will Comply as feasible at the adjacent intersection of Lancaster/Aberdeen. It should be noted that, based on TPD's recent experience, left-turn phases will not be permitted by PennDOT without separate dedicated left turn lanes, which are difficult to provide along Lancaster Avenue due to a number of physical constraints.

D. REVIEW OF REQUESTED WAIVERS

1. *§255-27.1(2) – Access to parking areas on commercial sites shall be controlled and shall be so located as to provide a minimum of 200 feet between points of access. **The Applicant is requesting a waiver from this requirement.** We do not recommend support of this waiver; minimally, we recommend the Applicant revise the western most driveway to a right-in only and eliminate the right out. We note the eastern full access driveway accommodates all movements, and the right exit movements can be performed at the full access driveway east of the proposed site. Although the Applicant indicates it does not appear feasible to provide a shared access; we continue to recommend the Applicant investigate a shared access with the adjacent property owners as opposed to noting it does not appear feasible.*
1. **Response: A waiver from §255-27.I(2) is requested to permit less than 200 ft. between points of access. The site is currently non-conforming in the number of existing driveways. There exist two (2) driveways on Aberdeen Avenue and four (4) driveways on Lancaster Avenue (six (6) total). The proposal calls for one (1) driveway on Aberdeen Avenue and two (2) driveways on Lancaster Avenue (three (3) total). The number of proposed driveways reduces an existing non-conformity. Furthermore, the four (4) existing driveways on Lancaster are as close as 40 ft. apart (centerline to centerline), and ± 53 ft. from the centerline of Aberdeen Avenue. The proposal calls for two (2) proposed driveways, one being limited access, separated approximately 135 ft. apart, and approximately 140 ft. from Aberdeen Avenue, and as permitted by PennDOT. This waiver is also requested for the proposed Aberdeen Avenue Access Driveway proposed at ±180 ft. from the centerline of Lancaster Avenue. One of the two (2) existing Aberdeen Avenue driveways is ±98 ft. from the centerline of Lancaster Avenue and the two (2) driveways are ±86 feet apart from each other. It should be noted that while the proposed limited access point on Lancaster Avenue is less than the 200 feet required, it is the opinion of the Applicant's Traffic Engineer that this access point will help to reduce the amount of traffic accessing the site via Aberdeen Avenue, thus alleviating some of the concerns raised by the residents. Furthermore, strict conformance with the Ordinance**

would not allow any access points to/from this property along Lancaster Avenue due to the distance from Aberdeen Avenue to the west and the Verizon Wireless/CVS driveway to the east. The Aberdeen Avenue access could not be constructed in accordance with PennDOT standards and still comply with this provision given limited frontage along Aberdeen Avenue. At this time, the Applicant is continuing to pursue a Right-In/Right-Out at this location, but will coordinate further with the Township and PennDOT on the design/movements allowed at the subject driveway location.

2. §255-30.A – *Off-street loading spaces shall be no less than 14 feet wide, 60 feet long and 17 feet high, exclusive of drives and maneuvering space and located entirely on the lot being served. The Applicant is requesting a waiver from this requirement to provide a loading space with a width of 12.9 feet.*

Response: A waiver from §255.30A is requested to permit loading space less than 14 ft. wide. The width of the proposed space is 12.9 feet which complies with the 12-foot width Zoning Code requirement of §280-104(A). Conservative vehicle turning templates show the proposed width to be adequate. The width of the site, other code requirements and vehicular movement needs restrict the ability to comply with this section of the code.

3. §255-30.C – *The maximum width of driveways measured at the street lot line shall be 35 feet; the minimum width shall be 20 feet. The Applicant is requesting a waiver from this requirement.*

Response: A waiver from §255-29.A(12)(c) and §255-30.C is requested to permit a width of entrance and exit drives greater than 25 feet at the street line and 35 feet at the curb line (for all driveways) and to permit a maximum width of driveways measured at the street lot line greater than 35 feet at the limited access driveway to provide for safe access to and from the site in accordance with PennDOT regulations.

4. §255-31.F – *The top or bottom edge of slopes shall be a minimum of three feet from property or right-of-way lines of streets or alleys in order to permit the normal rounding of the edge without encroaching on the abutting property. The Applicant is requesting a waiver from this requirement.*

Response: A waiver is requested from §255-31.F to tie into the existing grades of the adjacent property commercial property to the East as well as to grade within the ROW of both roads as required to install the proposed roadway improvements. The proposed modification has no negative impact on the neighboring properties. The intent of the ordinance is observed and the proposed grading improves drainage away from the neighbor's building from that of the existing conditions.

5. §255-37.G – *Sidewalks and pedestrian paths shall be laterally pitched at a slope of not less than ¼ inch per foot to provide for adequate surface drainage. The Applicant is requesting a waiver from this requirement.*

Response: A waiver is requested from §255-37.G to permit sidewalks that are laterally pitched at a slope less than ¼ inch per foot to meet ADA requirements on sidewalk slopes. The minimum slope required by this section of the code is equal to the maximum slope recommended by ADA requirements, thus leaving no construction tolerance.

E. SUBDIVISION AND LAND DEVELOPMENT COMMENTS

1. §255-20.B(1)(n) – *The preliminary plan shall show existing principal buildings, and their respective uses, and driveways on the adjacent peripheral strip and other significant man-made features within 500 feet of and within the site. Revise the plans to include the existing Verizon Wireless/CVS driveway adjacent to the site and any other man-made features within 500 feet of the site.*

Response: A partial waiver from §255-20.B(1)(n) is requested to address this section thru utilization of aerial imagery available at the time of plan preparation and supplemented by information available from the respective utility providers, in lieu of survey in all areas within 500 ft of the property. We will work closely with the Township Engineer to show all that is necessary from an engineering standpoint for this proposed development.

2. *§255-27.A(8) – Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. The Applicant shall copy the Township on all correspondence with PennDOT and extend an invitation to the Township for all meetings. Additionally, in order to facilitate the Township review of the HOP submission, the Applicant shall include Gilmore & Associates as an “Engineering Firm” (BP ID No. 0288) on the permit application within the PennDOT ePermitting System.*

Response: Will Comply.

3. *§255-27.B(3)(b) – The Township ultimate legal Right-of-Way on Lancaster Avenue (S.R. 0030) is 80 feet. Although the Applicant has stated that the right-of-way width shall be deferred to PennDOT, section §255-27.C(4) states that where a subdivision or land development 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 to the above standards. The Township should determine if the right-of-way should be 60 feet (as currently proposed) or 80 feet (30 and 40 foot half-width respectively).*

Response: The plan complies with respect to Aberdeen Avenue. We respectfully disagree with this comment regarding Lancaster Avenue. Section 255.27.B(3)(b) merely lists Lancaster Avenue as an Arterial Street. Code Section 255-27(C)(1) indicates that Arterial Streets, such as Lancaster Avenue, shall have a Right-of-Way as recommended by the Pennsylvania Department of Transportation (PennDOT). In review, we have found that legal ROW, as recommended by PennDOT and identified on the plans, is conservatively shown to be 60 feet wide. This is based on the most recent available mapping showing the Legal ROW along Lancaster Avenue as either 50 feet (2012 PennDOT signal plan) or 60 feet wide (1993 Subdivision Plan from the subject property’s title commitment report) and based on physical monumentation and surveyor’s experience of nearby properties along Lancaster Avenue.

4. *§255-27.H(3) – No structure, fence, planting or other structure shall be maintained between a plane two feet above curb level and a plane seven feet above curb level so as to interfere with traffic visibility across the corner within that part of the required front, side or rear yard which is within the clear sight triangle. Revise the landscaping plans to include 30 foot clear sight triangles at each of the site driveways. Numerous trees appear to be proposed within these limits.*

Response: Will comply with respect to the street intersection as per this section of the code. However, we respectfully disagree with the application of this code section with respect to proposed site driveways. Section 255-6D{9} indicates that “an area within a triangle bounded by two intersecting streetlines and a straight line drawn between points on each such line 30 ft from the intersection of said lines or extension thereof (see diagram)”. In review, all of section “H” pertains to intersecting streets and not to driveways intersecting streets (which are covered in section “I” of the code). Additionally, and more specifically, there are no “streetlines” applicable to driveways thus making this requirement non-applicable to driveways. However, the applicant intends to provide clear sight distances in accordance with PennDOT regulations.

5. *§255-27.H(6) – Minimum curb radii at street intersections shall be 10 feet for driveways. Revise the plans to clearly label all driveway radii and verify compliance with this section.*

Response: Will comply. While we respectfully disagree with the application of this code section with respect to proposed site driveways, the plan will be revised so that no driveway radii are less than 10ft, PennDOT permitting.

6. *§255-27.I(2) – Access to parking areas on commercial sites shall be controlled and shall be so located as to provide a minimum of 200 feet between points of access. We recommend revising the western-most Lancaster Avenue access from a right in/right out to a right in only; the full access east of this limited access is sufficient for the exiting movements to Lancaster Avenue.*

Response: Please see response to comment D.1 above.

7. *§255-27.I(5) & §255-28 – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. Revise the plans to include the required and proposed sight distances at*

each site driveway. Per the Township standards, 275 feet shall be provided along Aberdeen Avenue. However, PennDOT requirements exceed the Township standards along Lancaster Avenue and should therefore be used at this location. Refer to PA Code §441.8 for further guidance.

Response: Will Comply – See Table 4 of the completed Traffic Study.

8. *§255-29.A(14) – No less than a five-foot radius of curvature shall be permitted for all curblines in parking areas. Revise the plans to label all radii throughout the site.*

Response: Will comply. The plan will be revised accordingly.

9. *§255-30.E – We recommend relocating the loading area to a more optimal onsite location; the current location is too close to both proposed driveways to Lancaster Avenue and will likely disrupt onsite circulation. Although the Applicant’s engineer indicates anticipates a “general off-peak delivery” if the loading area remains at the current proposed location; we recommend a condition to the record plan to ensure deliveries will be made outside the AM, Midday and PM Peak hours.*

Response: Will comply. In review, given the general off-peak delivery hours anticipated, the large size of the proposed loading area, and that the loading area is buffered from the adjoining residential uses to the south by the Wawa building itself, it is our opinion that the location proposed meets the intent of the Ordinance. A note will be added to the plan indicating that Wawa will minimize large truck (WB-50) store deliveries (loading area) deliveries during the 7-9a and 4-6p peak hours.

10. *§255-37.F – The grades and paving of sidewalks and pedestrian paths shall be continuous across driveways. Revise the plans to provide a maximum 2% cross slope as an extension of the pedestrian path across all driveways.*

Response: Will comply. The plans will be revised accordingly in coordination of TPD’s HOP plan set preparation once complete.

F. GENERAL COMMENTS

1. *Radnor Township may want to consider prohibiting left turns out of the access to Aberdeen Avenue through the construction of a channelized island. The Applicant has reasoned the left turn exit to Aberdeen Avenue will negatively impact access for patrons from the neighborhoods, churches, businesses and schools and will create an additional burden on Lancaster Avenue. We disagree with this argument and note the restriction may actually reduce the residents’ concerns with increased traffic volumes related to the proposed land development. We recommend further discussion with the Planning Commission and Board of Commissioners.*

Response: It is TPD’s opinion that, based on existing patterns, only 6% of new trips and 4%-7% of pass-by trips attributable to the Proposed Site will travel to the south via Aberdeen Avenue. Therefore, this restriction will only serve to force these vehicles out to Lancaster Avenue via a left-turn, and a left-turn at the existing traffic signal to travel back to the neighborhood(s). Thus impacting multiple additional intersections. TPD will continue to coordinate with the Township on the potential left turn exit restriction from the Aberdeen Avenue access.

2. *Given the land development project is located along Aberdeen Avenue and which is included in the Wayne Business Overlay District (WBOD), the Township may want to consider requesting the Applicant include similar site amenities to the standards required in the WBOD, in particular but not limited to street trees, and ornamental lighting. The Applicant has indicated their understanding this site is not within the WBOD which appears to imply an unwillingness to include similar site amenities included in the WBOD standards. We recommend further discussion with the Planning Commission and Board of Commissioners.*

Response: Acknowledged.

3. *The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David’s Square Shopping Center*

intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Louella Avenue and Wayne Avenue are the next three logical intersections to be included in the Traffic Adaptive System.

Response: Acknowledged.

- 4. The Applicant has included a northbound right-turn lane on Aberdeen Avenue; we note the mast arm and the traffic signal cabinet on the southeast corner will need to be replaced.*

Response: Will comply. This will be incorporated into the HOP plans to be prepared by TPD.

- 5. Revise general Note 12 on Sheet 2, "CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: "PENNDOT PUB 213, TEMPORARY TRAFFIC CONTROL GUIDELINES, THE MANUAL ON UNIFORM TRAFFIC CONTROL,"AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.*

Response: Will Comply. The plan will be revised accordingly.

- 6. The air machine and associated concrete pad located adjacent to the Aberdeen Avenue entrance does not match the detail on Sheet 18 of the plans. Revise the plans and/or detail sheet accordingly.*

Response: Will Comply. The plan will be revised accordingly.

- 7. A detectable warning surface should be provided within the channelized island at the Lancaster Avenue western driveway.*

Response: Will comply. The plans will be revised accordingly in coordination of TPD's HOP plan set preparation once complete.

- 8. Install an R3-7R RIGHT LANE MUST TURN RIGHT sign, size 30"x30", along Aberdeen Avenue adjacent to the proposed right-turn auxiliary lane.*

Response: Will comply. The plans will be revised accordingly in coordination of TPD's HOP plan set preparation once complete.

- 9. Revise the plans to clearly indicate the location of all proposed signage. Verify all sign details included on Sheet 18 are required and remove any extraneous details.*

Response: Will comply. The plans will be revised accordingly in coordination of TPD's HOP plan set preparation once complete.

- 10. The Applicant should revise the submission to include 10-scale plans of all proposed ADA facilities or modifications to existing facilities. The 10-scale plans should show the spot elevations and slopes of critical points to verify constructability.*

Response: Will comply. 10-scale details of the ADA curb ramps in the right of way will be incorporated into the HOP plans to be prepared by TPD.

- 11. Revise the plans to include a detail for the proposed mountable curb.*

Response: Will comply. This will be incorporated into the HOP plans to be prepared by TPD. The Land development plans merely reference the TPD plans for all improvements within the ROW, where the mountable curb is proposed.

12. *In accordance with PennDOT standards, the sidewalk should be provided with a six (6) inch stone sub-base. Revise the detail accordingly.*

Response: Will comply. This detail applicable to the frontage sidewalks, will be incorporated into the HOP plans to be prepared by TPD. The Land development plans merely reference the TPD plans for all improvements within the ROW, where the this sidewalk requirement is applicable.

13. *Revise the turning templates as follows:*

- a. *Truck turning templates must be provided to ensure that the driveway intersection can safely accommodate the WB-62 design vehicle. If the largest permitted vehicle type to utilize the proposed site access is a WB-50 as shown on the plans, a note must be included on the plans indicating the WB-50 will be the largest permitted vehicle.*

Response: Will comply. The plan will be revised to indicated that “the WB-50 vehicle is the largest vehicle anticipated to access this development for deliveries.

- b. *Provide a Turning Template for trucks (fuel tanker, WB-50, and fire trucks) entering the site via a right-turn from eastbound and left-turn from westbound, on Lancaster Avenue.*

Response: Will comply. The plan will be revised accordingly.

- c. *Show the fuel tanker exiting the site driveway from the exit lane onto Lancaster Avenue.*

Response: Will comply. The plan will be revised accordingly.

We provide response to the review comments found in Gannett Fleming, dated September 24, 2018 listed below in **bold** typeface:

Gannett Fleming, Inc. has completed a review of the Preliminary land development 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 demolish the existing gas station 2,223 SF building and gas canopy, as well as the existing 2,007 SF Gentle Touch Car Wash building and gas canopy and construct a 4,736 SF retail store with the retail sale of gas. The two lots will be consolidated as part of this project. This project is located in the C2 district of the Township.

Site Development - Preliminary Plans

Plans Prepared By: Bohler Engineering

Dated: 07/13/2018, and last revised 08/31/2018

The applicant has indicated in an August 31, 2018 letter that they are requesting the following waivers:

1. *§255-27 .l.(2) - To permit less than 200 feet between points of access.*
2. *§255-29.A(l2)(c) and §255-30.C- To permit the width of entrance and exit drives greater than 25 feet at the street.*
3. *§255-30.A- To permit a loading space less than 14 feet in width.*
4. *§255-31.F - To permit grading of slopes less than three feet from property or right-of-way lines.*
5. *§255.37.G- To permit sidewalks that are laterally pitched at a slope less than Y4 inch per foot.*

Response: Agreed.

Sewage Facilities Planning

1. *Final plan approval will not be granted until Planning Approval is received from the PA DEP.*

Response: Acknowledged. Given the anticipated significant decrease in flows anticipated from this site compared to that which exists today, a PADEP sewer planning waiver has been applied for and is anticipated for this site.

Zoning

1. §280-52.G. - *A breakdown of the proposed impervious coverage must be shown on the plans.*

Response: Will comply. The plan will be revised accordingly.

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

Response: Will comply. The plan will be revised accordingly.

3. §280-122 -*All signs provided must be in accordance with this section.*

Response: Acknowledged.

Subdivision and Land Development

1. §255.20.B(1)(b)- *The name and address of the owner/applicant must be shown on the plans.*

Response: Will comply. The plan will be revised accordingly.

2. §255.20.B(1)(n)- *Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets).*

Response: A partial waiver from §255-20.B(1)(n) is requested to address this section thru utilization of aerial imagery available at the time of plan preparation and supplemented by information available from the respective utility companies / authorities, in lieu of survey in all areas within 500 ft of the property. We will work closely with the Township Engineer to show all that is necessary from an engineering standpoint for this proposed development.

3. §255-20.B(1)(o)[9]- *The locations of fire hydrants must be shown on the plans.*

Response: Will comply. The plan will be revised accordingly

4. §255.20.B(5)(a) - *A transportation impact study shall be undertaken for all major subdivisions and land developments in the Township.*

Response: Will comply. The updated study was submitted to the Township on 10/9/18.

5. §255-27.(C2)- *Additional right-of way and/or cartway widths may be required by the Board of Commissioners in order to lessen traffic congestion, to secure safety from fire, panic and other dangers, to facilitate the adequate provision for transportation and other public requirements and to promote the general welfare.*

Response: Acknowledged.

6. §255.27.I(2)- *Access to parking areas on commercial, institutional, planned business and industrial sites shall be controlled and shall be so located to provide a minimum of 200 feet between points of access. There is less than 200 feet existing between the access points along Lancaster Avenue. The applicant has requested a waiver from this requirement.*

Response: A waiver is requested from this section of the code. Please see response to comment D.1 of Gilmore's letter above.

7. *§255-29.A(12)(c)- The width of entrance and exit drives shall be a maximum of 25 feet at the street line and 35 feet at the curbline. The applicant has requested a waiver from this requirement.*
2. **Response: A waiver from §255-29.A(12)(c) and §255-30.C is requested to permit a width of entrance and exit drives greater than 25 feet at the street line and 35 feet at the curb line (for all driveways) and to permit a maximum width of driveways measured at the street lot line greater than 35 feet at the limited access driveway to provide for safe access to and from the site in accordance with PennDOT regulations.**
8. *§255.29.A(13)- Tire bumpers shall be installed as to prevent vehicle overhang on any sidewalk area.*

Response: The plan proposes bollards to achieve this requirement around the building and thus it is our opinion that we meet the intent of the code.

9. *§255.29.A(14)- No less than a five-foot radius of curvature shall be permitted for all curblines in parking areas. The radii of all curb lines must be clearly identified on the plans.*

Response: Will comply. The plan will be revised accordingly

10. *§255.29.A(19)- All artificial lighting used to illuminate any parking space or spaces shall be arranged so that no direct rays from such lighting shall fall upon any neighboring property or streets, nor shall any high brightness surface of the luminaries be visible from neighboring residential properties or from a public street.*

Response: Will comply. The plan proposes no "direct rays" into the street or neighboring properties and is proposing full cutoff fixtures as is the standard to address visibility of the luminaire surface. The lighting design does propose lighting levels above zero (0) foot-candles within the Right of Way and within the neighboring commercial property similar to that but less intrusive to that of the existing conditions. However, as designed, no light levels above zero (0) foot -candles are proposed to emit from this property onto the neighboring residential properties to the South.

11. *§255-30.A- Each off street loading space shall be no less than 14 feet wide, 60 feet long and 17 feet high, exclusive of drives and maneuvering spaces, and located entirely on the lot being served. The applicant has requested a waiver from this requirement.*

Response: A waiver from §255.30A is requested to permit loading space less than 14 ft. wide. The width of the proposed space is 12.9 feet which complies with the 12-foot width Zoning Code requirement of §280-104(A). Conservative vehicle turning templates show the proposed width to be adequate. The width of the site, other code requirements and vehicular movement needs restrict the ability to comply with this section of the code.

12. *§255-30.C - The maximum width of driveways and sidewalk openings measured at the street lot line shall be 35 feet; the minimum shall be 20 feet. The applicant has requested a waiver from this requirement.*

Response: A waiver from §255-29.A(12)(c) and §255-30.C is requested to permit a width of entrance and exit drives greater than 25 feet at the street line and 35 feet at the curb line (for all driveways) and to permit a maximum width of driveways measured at the street lot line greater than 35 feet at the limited access driveway to provide for safe access to and from the site in accordance with PennDOT regulations.

13. *§255-31.F- The top or bottom edge of slopes shall be a minimum of three feet from the property right-of-way lines of street or alleys in order to permit the normal rounding of the edge without encroaching on the abutting property. The applicant has requested a waiver from this requirement.*

Response: A waiver is requested from §255-31.F to tie into the existing grades of the adjacent property commercial property to the East as well as to grade within the ROW of both roads as required to install the proposed roadway improvements. The proposed modification has no negative impact on the neighboring properties. The intent of the ordinance is observed and the proposed grading improves drainage away from the neighbor's building from that of the existing conditions.

14. §255.37.G- Sidewalks and pedestrian paths shall be laterally pitched at a slope of not less than ¼ inch per foot to provide for adequate surface drainage. The applicant has requested a waiver from this requirement.

3. **Response: A waiver is requested from §255-37.G to permit sidewalks that are laterally pitched at a slope less than ¼ inch per foot to meet ADA requirements on sidewalk slopes. The minimum slope required by this section of the code is equal to the maximum slope recommended by ADA requirements, thus leaving no construction tolerance.**

15. §255.38.B- Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development. The applicant has excluded the driveway width in the street tree calculations on sheet 7. This must be revised, or a waiver requested.

Response: Will comply. The plan will propose an informal arrangement due to conflicts with existing utilities and proposed driveways.

16. §255.39.H- All trees provided on the plan must be listed in this section of the code. If the applicant in proposing a different species, a waiver from this requirement must be requested.

Response: Will comply. The plan will be revised accordingly.

17. §255.41.B- Additional width of streets adjacent to areas proposed for nonresidential use may be required as deemed necessary by the Board of Commissioners to assure the free flow of through traffic from vehicles entering or leaving parking and loading areas.

Response: Acknowledged.

18. §255-43.1.E(2)- The fee for non-residential subdivisions or land developments shall be \$3,307 per 6,400 square feet of floor area (existing or proposed), or portion thereof, which is based upon the estimated value of the land that would have to be dedicated for that amount of floor area.

Response: Acknowledged.

19. §255-49- Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.

Response: Acknowledged

20. §255-54.B- The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

Response: Acknowledged.

Stormwater Management

1. The plans must include a detail of the Slow Release Underground Stormwater Basin. Items that must be shown in the detail include the length, width, and depth of the basin, number of chambers (row~ and columns), and location of outlet orifice.

Response: Will comply, the plan will be revised accordingly

2. §245-22(C) - Stormwater hotspots. If a site is designated as a hotspot, it has important implications for how stormwater is managed. First and foremost, untreated stormwater runoff from hotspots shall not be allowed to recharge into ground water where it may contaminate water supplies. Therefore, the Re_v requirement shall NOT be applied to development sites that fit into the hotspot category (the entire WQ_v must still be treated). Second, a greater level of stormwater treatment shall be considered at hotspot sites to prevent pollutant washoff after construction. The parking area and gas service bays shall be considered stormwater hotspots.

Response: Will comply. We will work closely with the Township Engineer to address this comment to the satisfaction of the Township Engineer.

The proposed Cultec Recharger 280HD has an open bottom design which would permit untreated stormwater to leave the system, which is not permitted for stormwater hotspots. The stormwater system must be redesigned such that no stormwater can infiltrate into the ground. In addition, we note that the geotechnical report in Appendix A found a high water table at the site which inhibits the natural filtration of stormwater. Therefore, no stormwater shall leave the site uncontrolled without first being filtered to remove oil contaminants.

Response: Will comply. The design proposes the basin to be lined in an effort to prevent untreated stormwater from leaving the system. We will work closely with the Township Engineer to address this comment to the satisfaction of the Township Engineer.

3. §245-23(0)(1)- The following calculation formula is to be used to determine the water quality storage volume (WQ_v) in acre-feet of storage required by this chapter:

$$WQ_v = [(P)(R_v)(A)]/12, \text{ where:}$$

WQ_v = Water quality volume (acre-feet)
 P = 1 inch
 A = Area of the project contributing to the water quality BMP (acres)
 $R_v = 0.05 + 0.009(I)$ where I is the percent of the area that is impervious surface
[(impervious area/A)x100]

Calculations must be provided showing that the water quality storage volume is met.

Response: Will comply. The Stormwater Management Report will be revised accordingly.

4. §245-27(J)- Underground stormwater management systems must be designed to store the two- through one-hundred-year storms within a pipe or other open system that will permit the inspection and maintenance of the system. The entire storm must be placed in the pipe (i.e., the stone bedding around the pipe is not to be included in the volume calculations). The Cultec Internal Manifold Optional Inspection Port Detail must be revised to show that the inspection port is required and not optional. Also, please show that the stone bedding around the chambers is not included in the total storage volume.

Response: Will comply. The plans and report will be revised accordingly.

5. Appendix A includes BMP 6.4.11: Slow Release Concept (SRC) which outlines the sizing criteria in Table 1 (page 144 of the PCSM Report). Calculations must be provided to show that the SRC meets the sizing criteria.

Response: Will comply. The Stormwater Management Report will be revised accordingly.

6. Stormwater profiles must be provided showing all utility crossings.

Response: Will comply. The plans will be revised accordingly.

7. Please clarify what manhole MH-01 ties into.

Response: Will comply. The plans will be revised accordingly.

8. *More information must be provided on the BMP 6.6.4 Water Quality Filters BMP 6.6.4 to be installed at the stormwater inlets. Please clarify if these filters are to be left in place permanently. Please provide manufacturer information for the filters showing that oils will be filtered from the stormwater.*

Response: Will comply. The plans will be revised accordingly.

9. *Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.*

Response: Acknowledged.

Sanitary Sewer

1. *Grease trap sizing calculations must be provided for the proposed 1,500-gallon grease trap.*

Response: Will comply. The plans will be revised accordingly.

2. *Commercial lateral must be a minimum of 6" in diameter. The diameter of the 4" lateral must be revised.*

Response: Will comply. The plans will be revised accordingly.

3. *A profile of the proposed sanitary sewer lateral must be provided.*

Response: Will comply. The plans will be revised accordingly.

4. *The manhole frame and cover detail on sheet 17 of 19 must be replaced with the Radnor Township frame and cover detail.*

Response: Will comply. The plans will be revised accordingly.

General

1. *The Radnor Township tree protection detail must be shown on the plans.*

Response: Will comply. The plans will be revised accordingly.

Should you have any comments, questions or concerns, or require any additional information, please feel free to contact me directly at (215) 996-9100.

Sincerely,

BOHLER ENGINEERING PA, LLC



Eric A. Britz, P.E.
Project Manager

cc: Roger Phillips, Gannett Fleming, Inc.
Gary Karakelian, Wayne Property Acquisition Inc. (via email)
Peter Karakelian, Wayne Property Acquisition Inc. (via email)
Nicholas J. Caniglia, Esq. (via email)
Matthew Hammond, Traffic, Planning, & Design, Inc. (via email)



October 30, 2018
Via Email

Radnor Township
301 Iven Avenue
Wayne, PA 19087

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

Re: Proposed Retail Store with Retail Sale of Gas
Lancaster Avenue & Aberdeen Avenue
Radnor Township
Delaware County, PA
PC181016

Dear Mr. Norcini:

On behalf of Wayne Property Acquisition Inc., below please find below updated list of waivers requested from the Radnor Township Subdivision and Land Development Ordinance for the proposed Preliminary Land Development Plan noted above.

The following waivers, as noted in our 8/31/18 waiver letter accompanying our initial plan submission are requested from the Subdivision and Land Development Ordinance:

1. Waiver from §255-27.I(2) to permit less than 200 ft. between points of access. The site is currently non-conforming in the number of existing driveways. There exist two (2) driveways on Aberdeen Avenue and four (4) driveways on Lancaster Avenue (six (6) total). The proposal calls for one (1) driveway on Aberdeen Avenue and two (2) driveways on Lancaster Avenue (three (3) total). The number of proposed driveways reduces an existing non-conformity. Furthermore, the four (4) existing driveways on Lancaster are as close as 40 ft. apart (centerline to centerline), and ± 53 ft. from the centerline of Aberdeen Avenue. The proposal calls for two (2) proposed driveways, one being limited access, separated approximately 135 ft. apart, and approximately 140 ft. from Aberdeen Avenue, and as permitted by PennDOT. This waiver is also requested for the proposed Aberdeen Avenue Access Driveway proposed at ± 180 ft. from the centerline of Lancaster Avenue. One of the two (2) existing Aberdeen Avenue driveways is ± 98 ft. from the centerline of Lancaster Avenue and the two (2) driveways are ± 86 feet apart from each other. It should be noted that while the proposed limited access point on Lancaster Avenue is less than the 200 feet required, it is the opinion of the Applicant's Traffic Engineer that this access point will help to reduce the amount of traffic accessing the site via Aberdeen Avenue, thus alleviating some of the concerns raised by the residents. Furthermore, strict conformance with the Ordinance would not allow any access points to/from this property along Lancaster Avenue due to the distance from Aberdeen Avenue to the west and the Verizon Wireless/CVS driveway to the east. The Aberdeen Avenue access could not be constructed in accordance with PennDOT standards and still comply with this provision given limited frontage along Aberdeen Avenue.
2. Waiver from §255-29.A(12)(c) and §255-30.C to permit a width of entrance and exit drives greater than 25 feet at the street line and 35 feet at the curb line (for all driveways) and to permit a maximum width of driveways measured at the street lot line greater than 35 feet at the limited access driveway to provide for safe access to and from the site in accordance with PennDOT regulations.
3. Waiver from §255.30A to permit loading space less than 14 ft. wide. The width of the proposed space is 12.9 feet which complies with the 12-foot width Zoning Code requirement of §280-104(A). Conservative vehicle turning templates show the proposed width to be adequate. The width of the site, other code requirements and vehicular movement needs restrict the ability to comply with this section of the code.

4. Waiver from §255-31.F to permit grading of slopes less than three feet from property or right-of way lines due to proposed improvements within the Right-of-Ways (ROWs) and in an effort to rectify the prior development's undesirable conditions. Due to the existing grades and the grades of adjacent properties a Waiver is necessary to tie into the existing grades. The proposed modification has no impact on the neighboring properties and the intent of the ordinance is observed and in fact improves drainage away from the neighbor's building.
5. Waiver from §255-37.G to permit sidewalks that are laterally pitched at a slope less than ¼ inch per foot to meet ADA requirements on sidewalk slopes. The minimum slope required by this section of the code is equal to the maximum slope recommended by ADA requirements, thus leaving no construction tolerance.

The following list of partial waivers has been added to the list of requested waivers following receipt and review of the Township Staff review letters:

1. Partial waiver from §255-20.B(1)(n) to address this section thru utilization of aerial imagery available at the time of plan preparation and supplemented by information available from the respective utility authorities, in lieu of survey in all areas within 500 ft of the property.

Should you have any comments, questions or concerns, or require any additional information, please feel free to contact me directly at (215) 996-9100.

Sincerely,

BOHLER ENGINEERING PA, LLC



Eric A. Britz, P.E.
Project Manager

cc: Roger Phillips, Gannett Fleming, Inc. (via email)
Gary Karakelian, Wayne Property Acquisition Inc. (via email)
Peter Karakelian, Wayne Property Acquisition Inc. (via email)
Nicholas J. Caniglia, Esq. (via email)
Matthew Hammond, Traffic, Planning, & Design, Inc. (via email)
File



DELAWARE COUNTY PLANNING COMMISSION

COURT HOUSE/GOVERNMENT CENTER
201 W. Front St. Media, PA 19063

Office Location: Toal Building, 2nd & Orange Sts., Media, PA 19063
Phone: (610) 891-5200 FAX: (610) 891-5203
E-mail: planning_department@co.delaware.pa.us

LINDA F. HILL
DIRECTOR

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VICE CHAIRMAN
MICHAEL F. CULP
KEVIN M. MADDEN
BRIAN P. ZIDEK

October 18, 2018

Mr. Robert A. Zienkowski
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

RE: Name of Dev't: Wawa Food Market
DCPD File No.: 34-7363-18
Developer: Wayne, PA 19087-5297
Location: Southeast corner of Lancaster and South
Aberdeen Avenues
Recv'd in DCPD: September 14, 2018

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the
Pennsylvania Municipalities Planning Code, the above described
proposal has been sent to the Delaware County Planning Commission
for review. At a meeting held on October 18, 2018, the Commission
took action as shown in the recommendation of the attached review.

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

Very truly yours,

[Handwritten signature of Linda F. Hill]

Linda F. Hill
Director

cc: Wayne, PA 19087-5297
Bohler Engineering PA, LLC



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

Date: October 18, 2018
File No.: 34-7363-18

PLAN TITLE: Wawa Food Market

DATE OF PLAN: August 31, 2018

OWNER OR AGENT: Wayne, PA 19087-5297

LOCATION: Southeast corner of Lancaster and South Aberdeen Avenues

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Subdivision and land development

ZONING DISTRICT: C-2

SUBDIVISION ORDINANCE: Local

PROPOSAL: Subdivision: Incorporate two lots totaling 1.71 acres into one lot

Land development: Develop a Wawa store and associated gas pumps

UTILITIES: Public

RECOMMENDATIONS: Subdivision: Proceed to final; plan notes must indicate that a parcel consolidation is occurring

Land development: Proceed to final, with consideration given to staff comments

STAFF REVIEW BY: Michael A. Leventry



Date: October 18, 2018
File No.: 34-7363-18

REMARKS:

CURRENT PROPOSAL

The applicant proposes to construct a new Wawa food market and gas pumps on two existing parcels.

SITE CHARACTERISTICS

The site is located within a commercial corridor, but is bounded from behind by residential development.

APPLICABLE ZONING

The proposal is located within the C-2 district and is subject to applicable regulations set forth in the Township zoning code.

NONCONFORMITIES

One lot's existing side yard does not appear to comply with the regulations established in the Township zoning code. It should be noted that this proposal cures said nonconformity.

COMPLIANCE

The proposal appears to comply with the C-2 district provisions.

WAIVERS

The applicant is seeking waiver relief for the following:

- Section 255-27.I(2): To allow less than 200' between curb cuts.
- Section 255-29.A(12)(c) and 255-30.C: To allow curb-cuts that are larger than what is required.

Date: October 18, 2018
File No.: 34-7363-18

REMARKS (continued):

REFUSE RECEPTACLES

Store-maintained trash cans should be placed near the sidewalks at the northeast and southwest corners of the property to help minimize litter on or around the site. The Township should be consulted as to the preferred style of the trash cans to maintain a streetscape consistency.

SEWAGE FACILITIES

The developer should contact the Pennsylvania Department of Environmental Protection regarding the need for sewage facilities planning approval.

The Township should confirm receipt of any necessary Pennsylvania Department of Environmental Protection planning approval prior to final approval.

STORMWATER MANAGEMENT

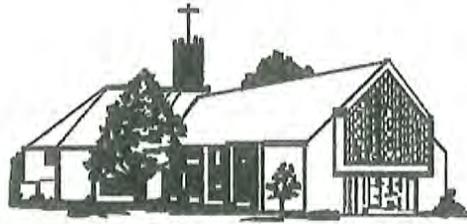
The Township Engineer must verify the adequacy of all proposed stormwater management facilities.

MULTIMODAL SITE ACCESS

The applicant should install bike racks to provide better multimodal access to the site.

RECORDING

In accordance with Section 513(a) of the Pennsylvania Municipalities Planning Code (MPC), final plans must be recorded within ninety (90) days of municipal approval.



SKS

St. Katharine of Siena Parish

ESTABLISHED 1893

104 South Aberdeen Avenue, Wayne, PA 19087 Phone: 610-688-4584 Fax: 610-688-7951
rectory@sksparish.org

20 September 2018

Ms. Lisa Borowski
Chair
Radnor Township Board
301 Iven Avenue
Wayne, PA 19087-5297

COPY

Dear Ms. Borowski:

I am the pastor of St. Katharine of Siena parish, whose facilities are located on the southwest corner of Lancaster and Aberdeen Avenues. I wish to indicate my interest in the proposed construction of a Wawa filling station and convenience store on the southeast corner of Lancaster and Aberdeen Avenues, replacing the current Sunoco filling station and BP filling station and car wash. This is of concern for me, as pastor, not only because of the anticipated increase in traffic on northbound Aberdeen Avenue and both east and westbound Lancaster Avenue - roadways that are already congested during rush hour - but more important, because of safety issues for many of the 400 children in our school, and the many other children who traverse Aberdeen Avenue and Lancaster Avenue from the nearby Radnor Middle School before and after the times when crossing guards are on duty.

At the request of Mr. Nicholas J. Caniglia, Esq., who is representing Mr. Gary Karakelian and Mr. Peter Karakelian, Mr. Bud Tosti, the principal of our school and I met with Mr. Caniglia, Mr. Gary Karakelian and Mr. Peter Karakelian, owners of the property, as well as Mr. Matthew I. Hammond, P.E., the Executive Vice President of Traffic Planning and Design, Inc., last Tuesday, 11 September, to review their proposal. During this meeting, we were assured that the following improvements to the area would be included in the proposed project:

- 1) a new, right-turn lane for the northbound traffic on Aberdeen Avenue approaching Lancaster Avenue - this would be made possible by taking the necessary footage from the west side of the property and closing the current entrance into the property from Aberdeen Avenue closest to Lancaster Avenue;
- 2) a new storm-water management system to capture the rainwater runoff from the property and its surrounding area that currently pours onto Aberdeen Avenue;
- 3) a new real-time adaptive traffic light system at the intersection of Lancaster and Aberdeen Avenues, as well as several other nearby intersections on Lancaster Avenue; and
- 4) a 15' wide buffer with tall shrubbery between the property and the homes on Midland Avenue that back into the property.

Mr. Tosti and I were pleased to hear about these improvements to address many of our concerns about traffic and storm water runoff as well as the light and sound pollution for our neighbors, and most especially how they will mitigate the impact on Aberdeen Ave, our church and our school. In the name of the parish, I am expecting that the Township, together with PennDOT, ensure that these commitments to me and Mr. Tosti are incorporated into the final design.

Nevertheless, we wish to express our concerns regarding the increased traffic near our school and the safety of children. Allow me to explain.

Currently, 125 to 140 cars line up on west-bound Midland Avenue approaching our school, before and after school, to drop off and pick up children. Additionally, two dozen buses converge onto the school's Midland Avenue entrance at these times. This makes travel on Midland Avenue very difficult twice a day, five days a week during the entire school year. It is our fear that with this proposed Wawa, Midland Avenue will become even more congested as Wawa patrons traveling west-bound on Lancaster Avenue turn left onto either St. David's Avenue or Pembroke Avenue and then right on Midland Avenue and right on Aberdeen Avenue to avoid making a left directly into the proposed Wawa facilities from Lancaster Avenue. This is one more reason why we believe that the committed improvement to Aberdeen Avenue must be part of the project.

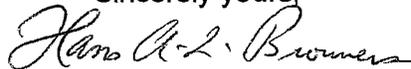
More important, however, is our concern for the safety of the children. Currently, dozens of children from our school and the Radnor Middle School walk along Aberdeen Avenue and cross over Lancaster Avenue to go to the Rite Aid on the northeast corner. It is our concern that the new Wawa convenience store will draw children after school, which will have them walking between cars that are being filled up at the Wawa gas pumps. Even more serious, however, is our concern that, after patronizing the Wawa store, some children will cross over Lancaster Avenue to visit some of the stores (e.g., So Fun, Five Below and Five Guys) directly across the street.

We have no solution for the possibility of children crossing over Lancaster Avenue in the middle of traffic. However, sidewalks with a three foot buffer along both Aberdeen and Lancaster Avenues are essential. In addition, in order to make jay walking on Lancaster Avenue less attractive, we urge that the traffic engineers designing the new traffic light system at Aberdeen Avenue incorporate into it a walk only cycle similar to that at North Wayne Avenue.

Additionally, I would like to suggest serious consideration of an architectural style for the facilities that would be in keeping with the architecture of downtown Wayne, as was done with the new Rite Aid.

Thank you for your attention to these concerns. I look forward to cooperating with all interested parties, so that a reasonable solution can be found to address these concerns regarding traffic congestion and child safety. To this goal, please consider me a "stake holder" or party of interest. I would appreciate being informed of subsequent hearings and receiving proposed plans.

Sincerely yours,



Reverend Monsignor Hans A. L. Brouwers
Pastor

Cc: Lucas A. Clarke, IV, Esq., Vice Chair, Ward 3 Commissioner
Stephen F. Norcini, PE, Township Engineer ✓
Nicholas J. Caniglia, Esq.

LISA BOROWSKI
President

LUCAS A. CLARK, ESQ.
Vice President

JAKE ABEL

RICHARD F. BOOKER, ESQ.

SEAN FARHY

MATTHEW MARSHALL

JOHN NAGLE



RADNOR TOWNSHIP
301 IVEN AVENUE
WAYNE, PENNSYLVANIA 19087-5297

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

ROBERT A. ZIENKOWSKI
Township Manager
Township Secretary

JOHN B. RICE, ESQ.
Solicitor

KATHRYN GARTLAND
Treasurer

April 27, 2018

Nick Caniglia
PO Box 312
Wayne, PA 19087

SUBJECT: 302-306 EAST LANCASTER AVENUE

Mr. Caniglia,

I have received and reviewed your letter dated April 17, 2018 requesting a Zoning Opinion for the above subject property. Currently, the site consists of 2 properties. The use of these properties includes the retail sale of gasoline, a full-service motor vehicle repair station, and a car wash. The owner is proposing to consolidate the two (2) parcels; demolish the existing structures and construct a new retail store and new retail sales of gasoline. I offer the following for your consideration:

1. The subject site is located in the C-2 General Commercial Zoning District.
2. Retail uses are permitted By-Right in the C-2 district.
3. The Use provisions of ZO Section 280-49.A requiring all uses to be completely enclosed within a building is an existing non-conformity; which is proposed to be reduced. Currently, the two (2) sites maintain 20 retail gas pumps. The proposed condition would contain 12 retail gas pumps.
4. The Use provision of ZO Section 280-49.D requiring no goods shall be displayed or offered for sale beyond the front lines of a building is an existing non-conformity; which is proposed to be reduced.

A thorough zoning review has not been completed. This opinion applies only to the issue noted above. The property owner is responsible for securing all other necessary permits and approvals; as well as compliance with all applicable Municipal Codes/Regulations. If you have any questions regarding this determination, please contact me.

Sincerely,

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

cc: Property File

PIERCE, CANIGLIA & TAYLOR

ATTORNEYS AT LAW

125 STRAFFORD AVENUE - SUITE 110

P. O. Box 312

WAYNE, PENNSYLVANIA 19087

JAMES M. PIERCE
NICHOLAS J. CANIGLIA
KENNETH C. TAYLOR

TELEPHONE
(610) 688-2626
FAX
(610) 688-5761

April 16, 2018

Kevin W. Kochanski
Director of Community Development
Radnor Township
301 Iven Avenue
Wayne, PA 19087

**Re: Zoning Determination Opinion
302-306 E. Lancaster Avenue, Wayne**

Dear Kevin:

Kindly issue a determination letter indicating the compliance of the attached Plan with the provisions of the Radnor Township Zoning Code. In your opinion please provide what relief, if any, including the type of relief, is required from the provisions of the Zoning Code. Enclosed is the fee of \$100.00.

302 E. Lancaster Avenue and 306 E. Lancaster Avenue are adjacent parcels located on the south side of Lancaster Avenue. 302 E. Lancaster currently houses a full-service motor vehicle repair shop and the retail sale of gasoline. 306 E. Lancaster Avenue is operated as a car wash and also includes the retail sale of gasoline. The owner of the lots intends to combine the lots into one lot and maintain a retail convenience store together with the retail sale of gasoline. The motor vehicle repair use and the car wash use will be discontinued.

The Plan attached indicates the existing zoning conditions and the proposed development of the site. The proposed parking and loading calculations are also provided.

Thank you for your time and consideration. If you have any questions or need any further information please do not hesitate to contact me.

Very truly yours,



NICHOLAS J. CANIGLIA
Enc.





August 31, 2018
Via Hand Delivery

Radnor Township
301 Iven Avenue
Wayne, PA 19087

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

Re: Proposed Retail Store with Retail Sale of Gas
Lancaster Avenue & Aberdeen Avenue
Radnor Township
Delaware County, PA
PC181016

Dear Mr. Norcini:

On behalf of Wayne Property Acquisition Inc. (the Applicant), please find enclosed Preliminary Land Development Application Package for the property located at the southeast corner of Lancaster Avenue and Aberdeen Avenue (Folio # 36-03-01682-00 and Folio #36-03-01683-00).

The application proposes a 4,736 SF retail Wawa store (5,124 SF including retail store canopies) with retail gas, consisting of six (6) MPDs (multi-product dispensers), along with associated access, parking, lighting, landscaping, utility connections, and stormwater management controls necessary to support the site. The development proposes to replace the two (2) existing facilities on the site, inclusive of retail/retail gas stores: one (1) Sunoco motor vehicle repair shop and one (1) BP car wash, with buildings from both facilities totaling 4,230 SF, also inclusive of two (2) fuel canopies covering eleven (11) MPDs. As part of the application, the project proposes to consolidate the two (2) properties into one (1) property. The BP property is currently owned by the Applicant and the Sunoco property is currently owned by the president of the Applicant's entity as detailed in the enclosed title report. The consolidated property is proposed to remain under the ownership of the Applicant and/or its successors. Pending required approvals, the Applicant hopes to start construction in the spring of 2019 and complete construction in the spring of 2020.

Please note that the Professional Services Agreement (PSA) prepared for the subject site, including a signed Escrow Deposit slip and a check in the amount of \$15,000.00 for the PSA, was submitted to the Radnor Township Engineering Department under separate cover by Nicholas J. Caniglia, Esq. on 7/31/2018.

The application package includes the following materials:

- One (1) signed original Subdivision and Land Development Application.
- Required fees payable to Radnor Township:
 - \$350 payable to Radnor Township for Lot Consolidation Fee.
 - \$10,000 payable to Radnor Township for the Land Development Fee.
- One (1) signed original Delaware County Planning Commission SALDO application.
 - \$400.00 payable to the Treasurer of Delaware County for the Act 247 non-residential land development application fee.
- Twenty-two (22) full size sets of the Preliminary Land Development Plans, dated 7/13/2018, last revised 8/31/2018, Sheets 1-19 of 19, eight (8) copies of which have been signed and notarized by Applicant.
- Seven (7) 11"x17" copies of the Preliminary Land Development Plans, dated 7/13/2018, last revised 8/31/2018.
- Two (2) copies of the Post-Construction Stormwater Management Report, last revised 8/31/2018.
- Two (2) copies of the Title Report, listing encumbrances and including property deeds.
- Two (2) copies of the Waiver Request letter.
- Thirteen (13) thumb drives containing PDF copies of all submission materials.

Our office is in receipt of a review memorandum, prepared by Amy Kaminski, P.E., PTOE Gilmore & Associates, Inc., dated 7/31/2018, and we provide response to the review comments as listed below in **bold** typeface:

A. BACKGROUND

Response not required.

B. DOCUMENTS REVIEWED

Response not required.

C. TRANSPORTATION COMMENTS

We note several traffic and pedestrian generators are located within near proximity of the proposed development: St. Katherines of Siena Parish, St. Mary's Episcopal Church, St. Katherines School (Kindergarten – 8th grade), and Radnor Middle School (6th - 8th grade). We recommend the Applicant address the following comments in the impending Transportation Impact Study. If the Applicant is agreeable to the following modifications, we find it unnecessary to schedule a Scoping Application meeting to discuss the project with PennDOT:

1. §255-26 – In addition to the reviewed information proposed by the Applicant in the Transportation Impact Study Scoping Application and based on the requirements of this section of the Township Ordinance, the Applicant shall also address the following items in the Transportation Impact Study:
 - i. All traffic counts must be performed while local schools are in session.

Response: Will comply. All traffic study comments will be addressed under separate cover by the Applicant's Traffic Engineer, Traffic, Planning & Design, Inc. (TPD) upon completion of the revised traffic study.

- ii. Pedestrian counts must be obtained for all studied intersections.

Response: Will comply. All traffic study comments will be addressed under separate cover by the Applicant's Traffic Engineer, Traffic, Planning & Design, Inc. (TPD) upon completion of the revised traffic study.

- iii. Weekday traffic counts must capture the morning arrival and afternoon dismissal for both schools. Please contact the identified schools to ensure the count period is extended to include 30 minutes prior to and after the start of school along with 30 minutes prior to and after the afternoon dismissal.

Response: Will comply. All traffic study comments will be addressed under separate cover by the Applicant's Traffic Engineer, Traffic, Planning & Design, Inc. (TPD) upon completion of the revised traffic study.

- iv. Sunday counts must be obtained; contact both church offices to determine the peak attendance period on Sunday. Obtain vehicular and pedestrian counts 30 minutes prior to and after the noted attendance period.

Response: Will comply. All traffic study comments will be addressed under separate cover by the Applicant's Traffic Engineer, Traffic, Planning & Design, Inc. (TPD) upon completion of the revised traffic study.

v. Expand the study area to include the following additional intersections:

- Lancaster Avenue & Wayne Avenue
- Lancaster Avenue & Louella Avenue
- Lancaster Avenue & St. Davids Road/Chamounix Road
- Aberdeen Avenue and Midland Avenue
- Midland Avenue & Louella Avenue

Response: Will comply. All traffic study comments will be addressed under separate cover by the Applicant's Traffic Engineer, Traffic, Planning & Design, Inc. (TPD) upon completion of the revised traffic study.

vi. Include the 24 hour ADT volumes and speed data for the following roadway segments:

- Lancaster Avenue
- Aberdeen Avenue

Response: Will comply. All traffic study comments will be addressed under separate cover by the Applicant's Traffic Engineer, Traffic, Planning & Design, Inc. (TPD) upon completion of the revised traffic study.

vii. Verify the size of the proposed building. The scoping application notes the retail building as 4,736 SF in size while the provided concept plan notes the retail building as 5,112 SF in size.

Response: Will comply. As shown on the Site Plan (Sheet 3), the proposed building footprint is 4,736 SF. Including overhangs and canopies, the building is 5,124 SF in size. The prior concept plan referenced an erroneous figure.

viii. The Scoping Application indicates the distribution and assignment will be based on the existing traffic patterns, roadways surrounding the site and the proposed site driveway location and configuration. We would prefer the Distribution and Assignment more heavily favor the existing site distribution because we anticipate the traffic associated with future retail use will behave similar to the current retail use.

Response: All traffic study comments will be addressed under separate cover by the Applicant's Traffic Engineer, Traffic, Planning & Design, Inc. (TPD) upon completion of the revised traffic study.

ix. Section 17 Other Needed Analyses; left turn signal phasing analysis shall be prepared for all signalized intersections on all approaches.

Response: Will comply. All traffic study comments will be addressed under separate cover by the Applicant's Traffic Engineer, Traffic, Planning & Design, Inc. (TPD) upon completion of the revised traffic study.

D. REVIEW OF PROVIDED CONCEPT PLAN

The following comments are based on a sketch plan review of the provided concept plan; any comments identified as a Subdivision and Land Development Ordinance comment (identified by the "\$") shall be addressed during the eventual Land Development process or the Applicant will be required to seek a waiver.

1. §255-27.B(3)(b) (Lancaster Avenue) and (d) (Aberdeen Avenue); and §255- 27.C(1) – The Township legal Right-of-Way on Lancaster Avenue (S.R. 0030) is 80'; and on Aberdeen Avenue, the Township legal Right-of-Way is 60'.

Response: The plan complies with respect to Aberdeen Avenue. We respectfully disagree with this comment regarding Lancaster Avenue. Section 255.27.B(3)(b) merely lists Lancaster Avenue as an Arterial Street. Code Section 255-27(C)(1) indicates that Arterial Streets, such as Lancaster Avenue, shall have a Right-of-Way as recommended by the Pennsylvania Department of Transportation

(PennDOT). In review, we have found that legal ROW, as recommended by PennDOT and identified on the plans, is conservatively shown to be 60 feet wide. This is based on the most recent available mapping showing the Legal ROW along Lancaster Avenue as either 50 feet (2012 PennDOT signal plan) or 60 feet wide (1993 Subdivision Plan from the subject property's title commitment report) and based on physical monumentation and surveyor's experience of nearby properties along Lancaster Avenue.

2. §255-27.I(2) – Access to parking areas on commercial sites shall be controlled and shall be so located as to provide a minimum of 200 feet between points of access. We recommend eliminating the western-most Lancaster Avenue access.

Response: A waiver is requested from §255-27.I(2) to permit less than 200 ft. between points of access. The site is currently non-conforming in the number of existing driveways. There exist two (2) driveways on Aberdeen Avenue and four (4) driveways on Lancaster Avenue (six (6) total). The proposal calls for one (1) driveway on Aberdeen Avenue and two (2) driveways on Lancaster Avenue (three (3) total). The number of proposed driveways reduces an existing non-conformity. Furthermore, the four (4) existing driveways on Lancaster are as close as 40 ft. apart (centerline to centerline), and ± 53 ft. from the centerline of Aberdeen Avenue. The proposal calls for two (2) proposed driveways, one being limited access, separated approximately 135 ft. apart, and approximately 140 ft. from Aberdeen Avenue, and as permitted by PennDOT. This waiver is also requested for the proposed Aberdeen Avenue Access Driveway proposed at ± 180 ft. from the centerline of Lancaster Avenue. One of the two (2) existing Aberdeen Avenue driveways is ± 98 ft. from the centerline of Lancaster Avenue and the two (2) driveways are ± 86 feet apart from each other. It should be noted that while the proposed limited access point on Lancaster Avenue is less than the 200 feet required, it is the opinion of the Applicant's Traffic Engineer that this access point will help to reduce the amount of traffic accessing the site via Aberdeen Avenue, thus alleviating some of the concerns raised by the residents. Furthermore, strict conformance with the Ordinance would not allow any access points to/from this property along Lancaster Avenue due to the distance from Aberdeen Avenue to the west and the Verizon Wireless/CVS driveway to the east. The Aberdeen Avenue access could not be constructed in accordance with PennDOT standards and still comply with this provision given limited frontage along Aberdeen Avenue.

3. §255-30.E – We recommend relocating the loading area to a more optimal onsite location; the current location is too close to both proposed driveways to Lancaster Avenue and will likely disrupt onsite circulation.

Response: In review, given the general off-peak delivery hours anticipated, the large size of the proposed loading area, and that the loading area is buffered from the adjoining residential uses to the south by the Wawa building itself, it is our opinion that the location proposed meets the intent of the Ordinance.

4. 255-37.B. – The Township requires a minimum 4' sidewalk width; in addition, the Township requires a 2' grass verge between the face of curb and the closest edge of the sidewalk. It may be necessary to increase the width of the sidewalk to 5' if traffic counts indicate a significant presence of pedestrian traffic volumes.

Response: Will comply. The plan has been revised to propose 5 ft. wide sidewalks.

5. Radnor Township may want to consider prohibiting left turns out of the access to Aberdeen Avenue through the construction of a channelized island and request the Applicant investigate a dedicated northbound right turn lane on Aberdeen Avenue at Lancaster Avenue.

Response: With regard to the provision of a dedicated northbound right turn lane on Aberdeen Avenue approaching Lancaster Avenue, the applicant will comply as shown in the plans and pending results of the of the forthcoming traffic impact study and upon review by PennDOT. With regard to the prohibition of left turns out of the proposed Aberdeen Avenue access point, it is the opinion of the Applicant's Traffic Engineer that doing so would negatively affect the ability for the surrounding neighborhoods, inclusive of the nearby Church(es), Business(es) and School(s), to travel from the site to their respective destinations without utilizing Lancaster Avenue. This would put additional undue burden on the Lancaster Avenue corridor.

6. Radnor Township may want to consider prohibiting onstreet parking along the northbound approach of the eastern curbline on Aberdeen Avenue; we are concerned with the interaction between turn movements at the proposed site driveway and parking maneuvers into and out the parking spaces. Eliminating the onstreet parking spaces would also ensure Wawa patrons use the proposed off- street parking spaces: at various existing Wawas, we have observed large trucks, tractor-trailers, and landscaping trucks parking onstreet in favor of utilizing off- street parking.

Response: Will comply. Given the proposed right-turn lane, parking is proposed to be restricted, as suggested.

7. Given the land development project is located along Aberdeen Avenue and which is included in the Wayne Business Overlay District (WBOD), the Township may want to consider requesting the Applicant include similar site amenities to the standards required in the WBOD, in particular but not limited to street trees, and ornamental lighting.

Response: It is our understanding that the site is not within the WBOD District.

8. We recommend the Applicant relocate the Air Machine (tire filling station) further away from the proposed driveway access on Aberdeen Avenue and the neighborhood to minimize: the potential conflicts with vehicles utilizing this driveway and the potential noise associated with the machine, respectively.

Response: Wawa wishes to maintain the current proposed location as per their prototypical program to maintain visibility from within the building and, in this case, to be located furthest from what is anticipated to be the busier Lancaster Avenue full access driveway.

9. The Township is intending on installing a Traffic Adaptive System along Lancaster Avenue that will extend from the Radnor Township municipal line beginning at County Line Road and continuing west and including all signalized intersections to the Radnor Financial Center/St. David's Square Shopping Center intersection on Lancaster Avenue. St. Davids Road/Chamounix Road, Louella Avenue and Wayne Avenue are the next three logical intersections to be included in the Traffic Adaptive System.

Response: The Applicant wishes to discuss this following issuance of the updated Traffic Study.

10. Radnor Township has requested the Applicant provide an updated controller cabinet and a controller capable of Traffic Adaptive. In addition, the intersection of Lancaster Avenue and Aberdeen Avenue should be upgraded to include an Accessible Pedestrian Signal (APS) with audible messaging and a Lead Pedestrian Interval.

Response: The Applicant wishes to discuss this following issuance of the updated Traffic Study.

11. The Township is requesting the Applicant fully investigate a shared driveway access with several businesses located along E. Lancaster Avenue to the east (Verizon and CVS). The intent of a shared driveway access is to:

- i. To reduce the number of curb cuts along the south side of E. Lancaster Avenue
- ii. Shift the left turn movements into and out of the proposed Wawa further away from the signalized intersection (further east) and eliminate the need for the "courtesy gap left turn movement".
- iii. Allow internal retail interaction between the three retail sites.

Response: The Applicant hopes to maintain the two (2) proposed driveways as may be permitted by PennDOT as it does not appear feasible from the perspective of either business to share access.

Should you have any comments, questions or concerns, or require any additional information, please feel free to contact me directly at (215) 996-9100.

Sincerely,

BOHLER ENGINEERING PA, LLC

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

Eric A. Britz, P.E.
Project Manager

cc: Gary Karakelian, Wayne Property Acquisition Inc. (via email)
Peter Karakelian, Wayne Property Acquisition Inc. (via email)
Nicholas J. Caniglia, Esq. (via email)
Matt Hammond, P.E., TPD (via email)



August 31, 2018
Via Hand Delivery

Radnor Township
301 Iven Avenue
Wayne, PA 19087

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

Re: Proposed Retail Store with Retail Sale of Gas
Lancaster Avenue & Aberdeen Avenue
Radnor Township
Delaware County, PA
PC181016

Dear Mr. Norcini:

On behalf of Wayne Property Acquisition Inc., below please find a list of waivers requested from the Radnor Township Subdivision and Land Development Ordinance for the proposed Preliminary Land Development Plan noted above.

The following waivers are requested from the Subdivision and Land Development Ordinance:

1. Waiver from §255-27.I(2) to permit less than 200 ft. between points of access. The site is currently non-conforming in the number of existing driveways. There exist two (2) driveways on Aberdeen Avenue and four (4) driveways on Lancaster Avenue (six (6) total). The proposal calls for one (1) driveway on Aberdeen Avenue and two (2) driveways on Lancaster Avenue (three (3) total). The number of proposed driveways reduces an existing non-conformity. Furthermore, the four (4) existing driveways on Lancaster are as close as 40 ft. apart (centerline to centerline), and ± 53 ft. from the centerline of Aberdeen Avenue. The proposal calls for two (2) proposed driveways, one being limited access, separated approximately 135 ft. apart, and approximately 140 ft. from Aberdeen Avenue, and as permitted by PennDOT. This waiver is also requested for the proposed Aberdeen Avenue Access Driveway proposed at ± 180 ft. from the centerline of Lancaster Avenue. One of the two (2) existing Aberdeen Avenue driveways is ± 98 ft. from the centerline of Lancaster Avenue and the two (2) driveways are ± 86 feet apart from each other. It should be noted that while the proposed limited access point on Lancaster Avenue is less than the 200 feet required, it is the opinion of the Applicant's Traffic Engineer that this access point will help to reduce the amount of traffic accessing the site via Aberdeen Avenue, thus alleviating some of the concerns raised by the residents. Furthermore, strict conformance with the Ordinance would not allow any access points to/from this property along Lancaster Avenue due to the distance from Aberdeen Avenue to the west and the Verizon Wireless/CVS driveway to the east. The Aberdeen Avenue access could not be constructed in accordance with PennDOT standards and still comply with this provision given limited frontage along Aberdeen Avenue.
2. Waiver from §255-29.A(12)(c) and §255-30.C to permit a width of entrance and exit drives greater than 25 feet at the street line and 35 feet at the curb line (for all driveways) and to permit a maximum width of driveways measured at the street lot line greater than 35 feet at the limited access driveway to provide for safe access to and from the site in accordance with PennDOT regulations.
3. Waiver from §255.30A to permit loading space less than 14 ft. wide. The width of the proposed space is 12.9 feet which complies with the 12-foot width Zoning Code requirement of §280-104(A). Conservative vehicle turning templates show the proposed width to be adequate. The width of the site, other code requirements and vehicular movement needs restrict the ability to comply with this section of the code.
4. Waiver from §255-31.F to permit grading of slopes less than three feet from property or right-of way lines due to proposed improvements within the Right-of-Ways (ROWs) and in an effort to rectify the prior development's undesirable conditions. Due to the existing grades and the grades of adjacent properties a Waiver is necessary to tie into the existing grades. The proposed modification has no impact on the neighboring properties and the intent of the ordinance is observed and in fact improves drainage away from the neighbor's building.

5. Waiver from §255-37.G to permit sidewalks that are laterally pitched at a slope less than ¼ inch per foot to meet ADA requirements on sidewalk slopes. The minimum slope required by this section of the code is equal to the maximum slope recommended by ADA requirements, thus leaving no construction tolerance.

Should you have any comments, questions or concerns, or require any additional information, please feel free to contact me directly at (215) 996-9100.

Sincerely,

BOHLER ENGINEERING PA, LLC



Eric A. Britz, P.E.
Project Manager

cc: Gary Karakelian, Wayne Property Acquisition Inc. (via email)
Peter Karakelian, Wayne Property Acquisition Inc. (via email)
Nicholas J. Caniglia, Esq. (via email)
File

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

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property Rt. 30 & Aberdeen Ave.

Zoning District C-2 Application No. _____
(Twp. Use)

Fee \$10,000 Ward No. 3 Is property in HARB District No.

Applicant: (Choose one) Owner X* Equitable Owner _____

Name Wayne Property Acquisition Inc. (*Owner/Equitable Owner)

Address 1747 Spring House Road, Chester Springs, PA 19425

Telephone 484.252.1318 Fax Prefer email. Cell _____

Email wnautowash@yahoo.com; gkmanagement@verizon.net

Designer: (Choose one) Engineer X Surveyor _____

Name Bohler Engineering PA, LLC

Address 1600 Manor Drive, Suite 200, Chalfont, PA 18914

Telephone 215.996.9100 Fax 215.966.9102

Email ebritz@bohlereng.com

Area of property 1.71 Acres Area of disturbance +/- 1.50 Acres

Number of proposed buildings 1 Proposed use of property Retail store with retail sale of gas

Number of proposed lots 1

Plan Status: Sketch Plan _____ Preliminary X Final _____ Revised _____

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

See attached waiver request letter.

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

See attached waiver request letter.

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

No.

Individual/Corporation/Partnership Name

Wayne Property Acquisition Inc.

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



Print Name

GARY KARAKELIAN

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

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

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPLICANT

Name Wayne Property Acquisition Inc. E-mail wnautowash@yahoo.com; gkmanagement@verizon.net

Address 1747 Spring House Road, Chester Springs, PA 19425 Phone 484.252.1318

Name of Development Retail store with retail sale of gas.

Municipality Radnor Township

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm Bohler Engineering PA, LLC Phone 215.996.9100

Address 1600 Manor Drive, Suite 200, Chalfont, PA 18914

Contact Eric A. Britz, P.E., Project Manager E-mail ebritz@bohlereng.com

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

Zoning District C-2

Tax Map # 36 / 00 / 015 36-13-419
36-13-417

Tax Folio # / / /
36-03-01682-00
36-03-01683-00

STATEMENT OF INTENT

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

Wayne Property Acquisition Inc. proposes to demolish the existing Sunoco gas station, consisting of a 2,223 SF 1 story building and gas canopy, as well as the existing 2,007 SF 1 story Gentle Touch Car Wash building and gas canopy, and construct a 4,736 SF retail store with retail sale of gas, along with utilities, landscaping and stormwater management controls necessary to support the development. The project also involves the consolidation of the two (2) lots noted on above.

Total Site Area	<u>1.71</u>	Acres
Size of All Existing Buildings	<u>4,230</u>	Square Feet
Size of All Proposed Buildings	<u>4,736</u>	Square Feet
Size of Buildings to be Demolished	<u>4,230</u>	Square Feet

GARY KARAKELIAN
Print Developer's Name


Developer's Signature

MUNICIPAL SECTION

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting _____

Local Governing Body Regular Meeting _____

Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:

Actual Date Needed _____

IMPORTANT: If previously submitted, show assigned DCPD File # _____

Print Name and Title of Designated Municipal Official Phone Number

Official's Signature Date

FOR DCPD USE ONLY

Review Fee: Check # _____ Amount \$ _____ Date Received _____

Applications with original signatures must be submitted to DCPD.



Fidelity National Title Insurance Company
486 Norristown Road, Suite 230
Blue Bell, PA 19422
Phone: 610-825-5720
Fax: 610-825-5722

COMMITMENT FOR TITLE INSURANCE

Fidelity National Title Insurance Company

Effective Date: 07/06/2018

Schedule A

1. Policy or Policies to be issued:

A. Policy to be Issued:

ALTA Owners 2006 (as modified by TIRBOP)

Proposed Insured: Wawa, Inc., a New Jersey Corporation

Amount of Insurance: \$2,000,000.00

Effective Date:

B. Policy to be Issued:

ALTA Loan 2006 (as modified by TIRBOP)

Proposed Insured:

Amount of Insurance:

Effective Date:

2. Title to the estate or interest in the land described or referred to in this Commitment is a Leasehold and is at the effective date hereof vested in:

Garabet Karakelian and Constance Karakelian (Premises A) and Wayne Property Acquisition Inc. (Premises B)

3. The land referred to in this Commitment is described in Schedule C attached hereto and made part hereof.

For Information Purposes Only:

302 East Lancaster Avenue
Radnor Township
Delaware County, PA 306 East Lancaster Avenue
Radnor Township
Delaware County, PA

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ALTA Commitment (08-01-2016)
C165B00



Schedule B Section 1 Requirements

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Land Title Insurance Commitment (2016) front cover form (the "Form") and is subject to the Conditions stated therein. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment is solely for the benefit of the Company. The sole liability of Company and its agent shall arise under and be governed by the Commitment and/or Policy subsequently issued. If this copy of the Commitment is not accompanied by the Form, a copy of the Form may be obtained from this Company upon request.

PLEASE BE ADVISED THAT A CONTINUATION SEARCH WILL BE MADE AT THE TIME OF CLOSING TO UPDATE THE EFFECTIVE DATE OF THE COMMITMENT AND THAT THE EARLIER EFFECTIVE DATE SHOWN AT THE BEGINNING OF THIS COMMITMENT WILL NOT AFFECT THE DATE OF COVERAGE OF THE POLICY. THE DATE OF THE POLICY WILL BE THE DATE OF RECORDING OF THE INSURED INSTRUMENT AND WILL COVER THE GAP BETWEEN THE LAST DATE COVERED BY THE OFFICIAL RECORD AT THE TIME OF CLOSING AND THE DATE OF RECORDING.

THE FOLLOWING REQUIREMENTS MUST BE MET:

1. THIS TITLE REPORT TO BE USED FOR LEASEHOLD PURPOSES ONLY.
2. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
 - A. LEASE FROM: Garabet Karakelian and Constance Karakelian(Premises A) Wayne Property Acquisition Inc. (Premises B)
TO: Wawa, Inc., a New Jersey Corporation
DATED: _____
RECORDED: _____
3. Title of Record to be the Fee Interest of the leased premises hereinafter described is in Garabet Karakelian and Constance Karakelian, his wife by Deed dated 01/25/1988 and recorded in Deed Book Volume 546 page 637. (Premises A).
4. Title of Record to be the Fee Interest of the leased premises hereinafter described is in Wayne Property Acquisition Inc. by Deed dated 12/12/2016 and recorded in Deed Book 5922 page 948. (Premises B).
5. Payment of full consideration to or for the account of the grantors or mortgagors.
6. Payment of the premiums, fees and charges for the policy.
7. Possible unfiled mechanics liens and municipal claims.
8. Terms of any unrecorded lease or rights of parties in possession.
9. Proof that all natural persons in this transaction are of full age and legally competent.
10. Proof of identity of parties as set forth in Recital.

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ALTA Commitment (08-01-2016)

C165B00



Schedule B Section 1 Requirements continued

11. POWERS OF ATTORNEY: If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
12. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
13. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
14. TAXES:
Receipts for Township, County and School Taxes for the three prior years to be produced.
Township, County and School Taxes for the current year 2017
Assessment \$688,900.00 (Premises A) and \$1,102,300.00 (Premises B)
Tax ID / Parcel No. 36-03-01682-00 (Premises A) and 36-03-01683-00 (Premises B)
15. WATER AND SEWER RENTS:
Receipts for Water and Sewer Rents for the three prior years to be produced.
Water and Sewer Rents for the current year 2017.
16. MECHANICS AND MUNICIPAL CLAIMS: NONE
17. MORTGAGES:
 - A. Amount: \$1,240,000.00
Mortgagor: Garabet Karakelian and Constance Karakelian
Mortgagee: Wilmington Savings Fund Society
Dated: 12/18/2013 and Recorded 01/08/2014 in Volume 5450 Page 1458. Assignment of Rents recorded 01/08/2014 in Volume 5450 page 1471. (Premises A)
 - B. Amount: \$1,600,000.00
Mortgagor: Wayne Property Acquisition Inc.
Mortgagee: TD Bank N.A.
Dated: 11/21/2016 and Recorded 12/12/2016 in Volume 5922 Page 951. (Premises B)
18. JUDGMENTS: NONE
19. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
20. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
21. Last Insured: West Hills Closing Services LLC; No. ; Dated: 11/21/2016; Amount: \$1,450,000.00. (Premises B)
22. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
Commitment

**Schedule B Section 1
Requirements continued**

23. Certificate of Incorporation of grantor corporation.
24. Omitted.
25. Certified copy of resolution of Board of Directors of grantor corporation authorizing execution and delivery of deed, and approval of shareholders if same is not in regular course of business.
26. Omitted.
27. Taxes settled by the Commonwealth of Pennsylvania against Wawa, Inc., a New Jersey Corporation.
28. Taxes settled by the Commonwealth of Pennsylvania against Wayne Property Acquisition Inc.

Schedule B Section 2 Exceptions

In the event that one or more of the Exceptions listed below references covenants, conditions and/or restrictions, please note that the Exception(s) specifically exclude any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Lancaster Avenue and Aberdeen Avenue.
7. Intentionally omitted.
8. Traffic Signal Equipment Easement Agreement dated 10/06/2008 recorded in Volume [4501 page 875](#) . (Premises A)
9. Intentionally omitted.
10. Conditions, Restrictions and Right of First Refusal as set forth in Volume [Vol 2888p.1263](#) (Premises B) Company hereby insures that the paragraph titled "Right of Refusal", is deleted in its entirety having expired. In addition, the restrictions set forth in the last paragraph of Exhibit B of said document, are deleted in their entirety, having expired.
11. Right of Entry Agreement : BP Products North America Inc. and Gentle Touch Inc. dated 08/05/2003 and recorded 08/12/2003 in Volume [2888 page 1271](#) .(Premises B)
12. Conditions disclosed by ALTA/NSPS Land Title Survey made by Control Point Associates, Inc. for Wawa, Inc., a New Jersey Corporation dated 2/22/2018 and last revised 7/31/2018 discloses the following: (1) Fence off southwest corner projects into lands of others and fence is off southern title line. (Company assume no liability by reason hereof), (2) Building and concrete pad encroaches at eastern title line, (3) 40' Right of Way across northern portion of premises. (Premises B)

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ALTA Commitment (08-01-2016)

C165B00



Schedule C Description and Recital

(Premises A) 302 East Lancaster Ave.)

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit: -

BEGINNING at the intersection of the middle line of Lancaster Avenue and the middle line of Aberdeen Avenue; thence along said middle line of Lancaster Avenue, South 86 degrees 14 minutes and 15 seconds East, 132.68 feet to a point; thence by land now or late of Ernest Halbach the two following courses and distances: South 3 degrees 45 minutes 45 seconds West 233.57 feet to a point and North 83 degrees 38 minutes West 125.85 feet to the middle line of Aberdeen Avenue; thence along said middle line of Aberdeen Avenue North 2 degrees 1 minute and 50 seconds East 228 feet to the place of beginning.

(Premises B) 306 East Lancaster Avenue)

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a certain Survey thereof made by George B. Mifflin, Esq., Surveyor as follows, to wit: -

BEGINNING in the middle line of Lancaster Avenue at the distance of 132.68 feet Eastwardly from the intersection of the middle line of Aberdeen Avenue; thence along the middle line of Lancaster Avenue South 86 degrees 14 minutes 15 seconds East 187.5 feet; thence by other land now or formerly of Herman Wendell and Walter B. Smith, South 3 degrees 45 minutes 45 seconds West 242.05 (erroneously stated in prior deed as 142.05 feet;) thence by land formerly of the said Herman Wendell and Walter B. Smith North 83 degrees 38 minutes West 187.694 feet; thence by land now or late of George T. Stockham North 3 degrees 45 minutes 45 seconds East 233.57 feet to the first mentioned point and place of beginning.

Tax ID / Parcel No.: 36-03-01682-00 36-03-01683-00

Premises A (302 East Lancaster)

Being the same premises which Exxon Corporation, a New Jersey corporation by Deed dated 1/25/1988 and recorded 1/25/1988 in Delaware County in [Volume 546 page 637](#) conveyed unto Garabet Karakelian and Constance Karakelian, his wife, in fee.

Premises B (306 East Lancaster)

Being the same premises which Gentile Touch Inc. by Deed dated and recorded 12/12/2016 in Delaware County in [Volume 5922 page 948](#) conveyed unto Wayne Property Acquisition Inc., in fee.

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ALTA Commitment (08-01-2016)
C165B00



NOTICES

1. PLEASE BE ADVISED THAT Fidelity National Title Insurance Company ("COMPANY") AND Fidelity National Title Insurance Company ("AGENT") HAVE NO KNOWLEDGE, TRAINING OR EXPERIENCE IN MATTERS THAT ARE UNRELATED TO TITLE INSURANCE, INCLUDING, BUT NOT LIMITED TO, SUCH MATTERS AS BULK SALE TRANSFERS, BULK SALE CLEARANCE CERTIFICATE REQUIREMENTS (IF APPLICABLE), ZONING/SUBDIVISION, STRUCTURAL REPAIRS, ENVIRONMENTAL, WATER INFILTRATION, WETLANDS, TERMITES OR ONSITE SEWAGE SYSTEMS, AND WE DO NOT INTEND TO, AND CANNOT, PROVIDE SERVICES OR ADVICE TO YOU ON SUCH MATTERS. IF YOU ARE FACED WITH ISSUES REGARDING SUCH MATTERS, YOU SHOULD CONSULT A LAWYER, ENGINEER, ARCHITECT OR OTHER APPROPRIATE CONSULTANT OR PROFESSIONAL OF YOUR CHOICE.
2. ALSO BE ADVISED THAT YOU MAY PURCHASE AT ADDITIONAL COST ENHANCED COVERAGES FROM THE BASIC POLICY OF TITLE INSURANCE. IF YOU WISH AN EXPLANATION OF THE ENHANCED COVERAGES AND THE COST FOR THESE ADDITIONAL COVERAGES, PLEASE CONTACT THE PARTY LISTED BELOW.
3. THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF INSURANCE REQUIRES THAT WE SEND THE FOLLOWING NOTICE TO YOU, OUR APPLICANT, PRIOR TO CLOSING. IF APPLICABLE, THE DEPARTMENT FURTHER REQUIRE THAT YOU, THE APPLICANT, FORWARD THIS NOTICE TO THE ULTIMATE CONSUMER IN ADVANCE OF THE DAY OF CLOSING:

YOUR TITLE INSURANCE FEE COVERS THE COST OF CLOSING ON THE INSURED REAL ESTATE PROPERTY IF IT TAKES PLACE DURING REGULAR OFFICE HOURS AND AT THE OFFICE OF THE TITLE INSURANCE AGENT OR UNDERWRITER. IF YOUR CLOSING TAKES PLACE AT A LOCATION OR TIME OF YOUR CHOOSING, OR THAT OF YOUR LENDER OR REALTOR, THE TITLE INSURANCE AGENT OR UNDERWRITER MAY IMPOSE AN ADDITIONAL CHARGE FOR THIS SPECIAL SERVICE. YOU MAY DETERMINE THE AMOUNT OF THIS ADDITIONAL CHARGE, IF ANY, BY CONTACTING THE PARTY LISTED BELOW.

Fidelity National Title Insurance Company
486 Norristown Road, Suite 230
Blue Bell, PA 19422
Phone: 610-825-5720

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ALTA Commitment (08-01-2016)
C165B00



Traffic Signal Equipment Easement Agreement

THIS AGREEMENT made this 6 day of OCTOBER 2008 A.D. by and between GARABET & CONSTANCE KARAKELIAN, hereinafter called "OWNER" and the Township of Radnor, hereinafter called "TOWNSHIP", and,

WITNESSETH THAT:

WHEREAS, OWNER is possessor in title of those premises located at 302 E LANCASTER AVE, Wayne, (Folio 36- 030168200), (Map # 3613 419000) Radnor Township, Delaware County, PA.

WHEREAS, the TOWNSHIP previously installed traffic signal equipment to serve the public traveling through Radnor Township on this property, and the Township now wishes to upgrade some of it's equipment in this location.

AND WHEREAS, it is in the interest of the project that the traffic signal equipment be upgraded or installed within the existing area of your property at 302 E LANCASTER AVE in order to minimize the cost of installing the signal equipment:

NOW, THEREFORE, for and in the consideration of the sum of One Dollars (\$ 1.00) and in further consideration of the following covenants, OWNER, their heirs, executors and assigns, do hereby grant and convey to the TOWNSHIP, its successors and assigns, a traffic signal equipment easement across as strip of OWNER'S land for the purpose of installing, constructing, reconstructing, inspecting, operating, repairing, connecting to and maintaining perpetually traffic signal equipment. The easements granted comprising of a permanent easement described below, across the aforesaid tract of land belonging to OWNER, the said strip to be located as shown on Exhibit "A" and more particularly described on Exhibit "B" attached hereto and made a part hereof to effect and carry out the foregoing purposes, and the right to remove such trees or other plantings as may be reasonably necessary for such purposes.

RD BK04501-0875

DE-DEED MISCELLANEOUS

2008011122 03/03/2008 10:33:11 AM 3

FILE FEE \$81.00



DELAWARE
COUNTY

RE MAIN BY \$0.00

THOMAS J. JUDGE SR. REC

TOWNSHIP does, however, agree that it shall at all times during the construction, reconstruction, repair, or maintenance of the traffic signal equipment, cause every reasonable means to be used to protect from injury or damage all property, including lawns, trees, shrubbery, fences, buildings, walls, driveways, watercourses, natural features, or any existing improvements thereto, and will at all times after doing any work in connection with the construction, reconstruction, repair, or maintenance of the traffic signal equipment, cause the said premises to be restored to the existing grade in which the same were found before such work was undertaken, and the portion of the yard disturbed to be seeded to the extent reasonably possible under the circumstances and consistent with the right and privileges herein granted to the TOWNSHIP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witness:

OWNER:


Suzanne Jacobson

TOWNSHIP OF RADNOR

Attest:



Township Manager

DEM

Exhibit B

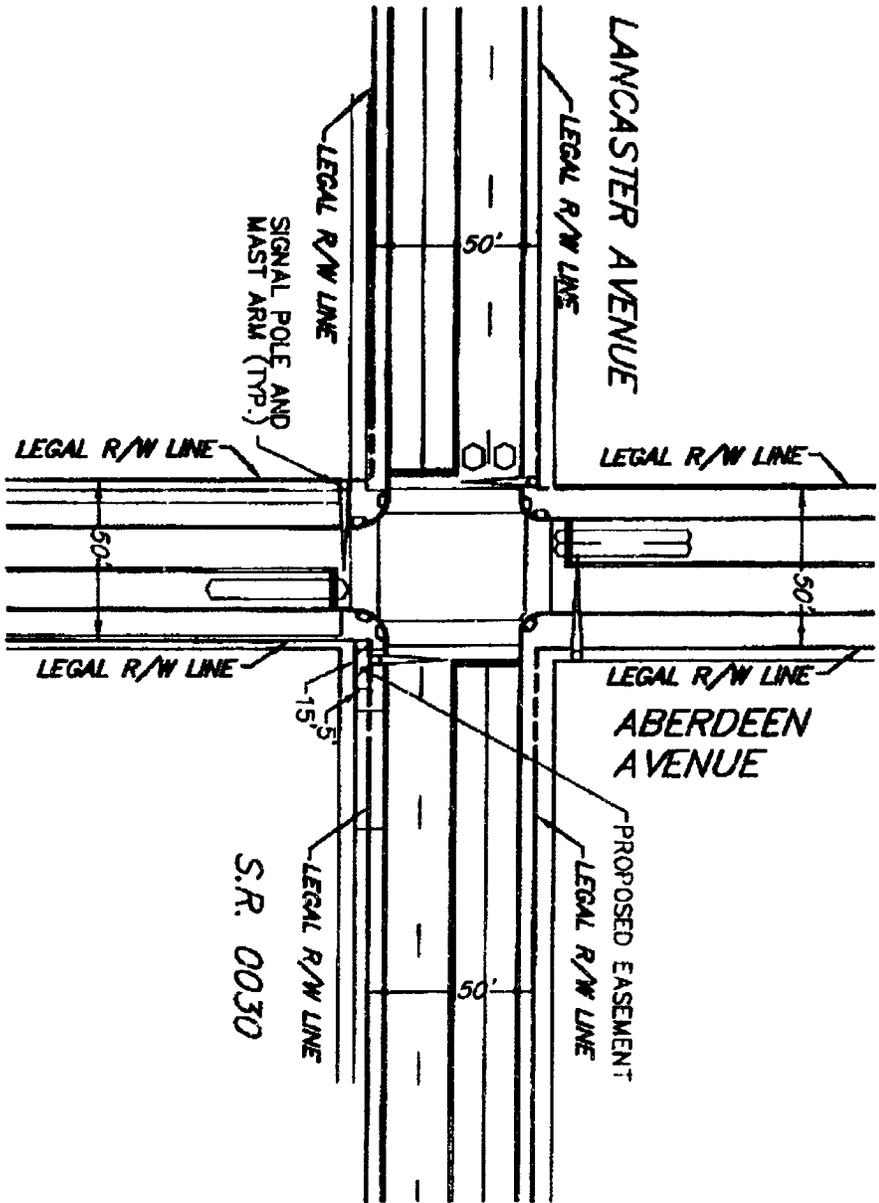
LEGAL DESCRIPTION

Beginning at the intersection of the legal right-of-way lines at the intersection of E Lancaster Ave and S Aberdeen Ave; thence proceeding in a southerly direction along the ROW of S Aberdeen Ave a distance of 5 feet; thence turning in an easterly direction for a distance of 15 feet; thence turning north for a distance of 5 feet; thence turning westerly along the existing ROW of E Lancaster Ave for a distance of 15 feet and back to the point of beginning.

END OF DESCRIPTION

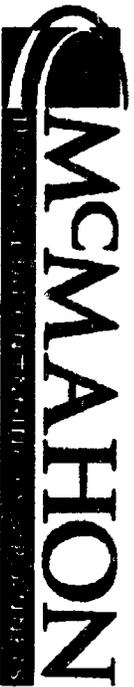


AREA OF REQUIRED TRAFFIC SIGNAL EASEMENT

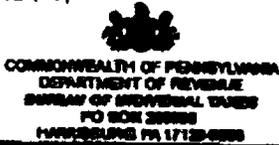


TRAFFIC SIGNAL EASEMENT PLAN
 FOR
 N/F LANDS OF
 GARABET & CONSTANCE KARAKELIAN

DRAWN BY: RMG
 CHECKED BY: MMK
 DATE: 7/1/08
 JOB #803041



RADNOR TOWNSHIP
 DELAWARE COUNTY, PA
 SCALE 1" = 50'
 EXHIBIT 1 OF 1



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Use Field	
Book Number	4381
Page Number	1875
Date Recorded	5-3-09

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: DANIEL E. MALLOY, TOWNSHIP ENGINEER Telephone Number: (610) 688-5600

Street Address: 301 IVEN AVE. City: WAYNE State: PA Zip Code: 19087

B. TRANSFER DATA

Grantor(s)/Lessor(s) Garabet + Constance Karakelian	Date of Acceptance of Document RADNOR TOWNSHIP
Street Address 1747 Spring House Rd	Street Address 301 IVEN AVENUE
City Chester Springs PA Zip Code 19425	City WAYNE State: PA Zip Code 19087

C. PROPERTY LOCATION

Street Address: 302 E. Lancaster Ave. City/Township: RADNOR TOWNSHIP

County: Delaware School District: RADNOR Tax Parcel Number: 360.30168200

D. VALUATION DATA

1. Actual Cash Consideration \$ 1.00	2. Other Consideration + 0.00	3. Total Consideration = \$ 1.00
4. County Assessed Value \$ 1.00 EASEMENT ONLY	5. Common Level Ratio Factor x 1.08	6. Fair Market Value = 0.00

E. EXEMPTION DATA

1a. Amount of Exemption Claimed \$ 1.08	1b. Percentage of Interest Conveyed 100 %
--	--

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Decedent) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number Page Number
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.)

TRANSFER OF EASEMENT ONLY TO TOWNSHIP AUTHORITY

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: *[Signature]* Date: 2/9/09

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

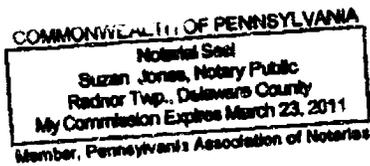
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Delaware*

ON THIS the *10* day of *October* 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Garabet & Constance Karakelian** 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 purpose therein contained, and desired the same might be recorded as such.

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

Suzan Jones
Notary Public



COMMONWEALTH OF PENNSYLVANIA

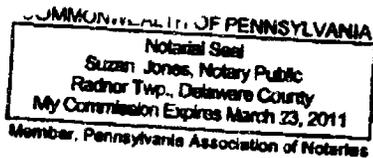
COUNTY OF Delaware

ON THIS the 10th day of October 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared David Bashore, Township Manager 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 purpose therein contained, and desired the same might be recorded as such.

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

Suzan Jones

Notary Public



TRIDENT LAND TRANSFER CO. ^A
431 West Lancaster Ave.
Devon, PA 19333
(610) 889-7660
PH 058706 DC
COMMONWEALTH LAND
TITLE INSURANCE COMPANY

SPECIAL WARRANTY DEED

THE GRANTOR, BP PRODUCTS NORTH AMERICA INC., (formerly known as Amoco Oil Company), a Maryland corporation ("Grantor") with its principal office address at 28100 Torch Parkway, Third Floor, Warrenville, Illinois 60555, for the consideration of One Million One Hundred Sixty Eight Thousand Five Hundred Dollars (\$1,168,500.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board Of Directors of said corporation, by these presents does hereby grants, conveys and assigns to GENTLE TOUCH, INC., a Pennsylvania corporation ("Grantee") as of August 5, 2003 (the "Effective Date") the following described real estate (the "Property"), situated in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, more particularly described as follows, to wit:

See legal description set forth on Exhibit A, attached hereto and incorporated herein.
Address of Real Estate: 306 East Lancaster Avenue, Wayne, PA
Tax Parcel Number(s): 36-03-01683-00

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever, in **FEE SIMPLE**, subject to the provisions and restrictions contained herein.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its heirs, executors and assigns, that Grantor has not done or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, it **WILL WARRANT AND DEFEND**, subject to the Permitted Exceptions (as such term is defined in the hereinafter defined Sale Agreement).

Use and Operation Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants described on Exhibit B attached hereto ("Use and Operation Restrictions"). Notwithstanding the foregoing, the Use and Operation Restrictions do not prohibit the installation or use of any compliance wells, or any underground monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or any corrective action work on the Property now or in the future. Grantee, for and on behalf of itself and its successors and assigns, by acceptance of this Deed, hereby agrees to indemnify, defend and hold harmless the Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns, (collectively, the "Grantor



36-RADNOR \$17,527.50

THOMAS J. JUDGE SR. ROD

DELAWARE
COUNTY

RD BK02888-1263

DT-DEED

2003102291 08/12/2003 02:35:07 PM:1

RCD FEE: \$72.00 POL SUB TAX: \$17,527.50 ST TAX: \$11,665.00

Entities”), from and against any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages (including, without limitation, business interruption), costs, payments, liabilities, liens, environmental remediation costs and expenses, fines, penalties, and costs and expenses of litigation and reasonable attorneys’ fees arising out of or relating to any use of the Property from and after the Effective Date which is in violation of or inconsistent with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the Property and each portion thereof for the benefit of the Grantor Entities and shall bind Grantee, its successors, assigns and all future owners of the Property, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor shall, at Grantee’s request, release a portion or portions of the Use and Operation Restrictions from the Property, upon Grantor’s receipt of a no further action letter issued by the Government, or Grantor’s receipt from Grantee of an acknowledgment from any governmental agency, entity, body, instrumentality, department or representative which has jurisdiction over the Property (herein, the “Government”), obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for property without that portion or portions of the Use and Operation Restrictions and that the Government approves the releasing of that portion or portions of the Use and Operation Restrictions.

Condition of Property.

Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that, GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS “AS-IS, WHERE-IS” CONDITION.

Right of First Refusal.

Grantee has granted to Grantor a continuing right of first refusal (“Refusal Option”) to purchase or lease all or part of the Premises or any additions thereto or any improvements or personal property then located thereon, on the same terms and conditions as contained in any bona fide offer made to Grantee within ten (10) years after the Effective Date (“Refusal Term”), all as more fully required in the Sale Agreement. Any sale or lease of such property by Grantee shall be null and void unless and until Grantee has fully complied with such requirements. Without limiting Grantor’s rights under the Sale Agreement: (a) the Refusal Option shall run with the land during the Refusal Term and shall bind Grantee and Grantee’s heirs, devisees, representatives, successors and assigns, and the failure of Grantor to exercise its Refusal Option in any one case shall not affect Grantor’s right to exercise its Refusal Option thereafter; and (b) any sale or lease of such property to any third party during the Refusal Term shall be subject to this Refusal Option and all of the provisions, rights and options herein

contained. No failure by Grantor to exercise its Refusal Option, nor any waiver by Grantor thereof, shall in any event be deemed or construed to be a waiver or release of any of Grantee's other obligations to Grantor under the Sale Agreement or any other agreement between Grantor and Grantee or Jobber.

Entire Understanding.

This Deed, the Exhibits annexed hereto and the Purchase and Sale Agreement dated as of July 31, 2003 by and between Grantor, Grantee, and American Auto Wash, Inc. (and attachments, the "Sale Agreement") contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. This Deed shall be binding upon and inure to the benefit of the Grantor Entities, and Grantee and its successors, assigns, heirs, devisees and legal representatives, as the case may be, and any other person or entity expressly noted herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT A
TO
SPECIAL WARRANTY DEED
(Legal Description)

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a certain Survey thereof made by George B. Mifflin, Esq., Surveyor as follows, to wit:-

BEGINNING in the middle line of Lancaster Avenue at the distance of 132.68 feet Eastwardly from the intersection of the middle line of Aberdeen Avenue; thence along the middle line of Lancaster Avenue South 86 degrees 14 minutes 15 seconds East 187.5 feet; thence by other land now or formerly of Herman Wendell and Walter B. Smith, South 3 degrees 45 minutes 45 seconds West 142.05 feet; thence by land formerly of the said Herman Wendell and Walter B. Smith North 83 degrees 38 minutes West 187.694 feet; thence by land now or late of George T. Stockham North 3 degrees 45 minutes 45 seconds East 233.57 feet to the first mentioned point and place of beginning.

Being Folio #36-03-01683-00.

Being A the same premises which Robert A. Morrison by his Attorney in Fact, Robert A. Morrison by Deed dated February 25, 1987 and recorded March 19, 1987 in Delaware County in Volume 443 Page 62 conveyed unto Amoco Oil Company, in fee. And by Articles of Amendment to its charter filed in the Department of State the name of said corporation has been changed to BP Products North America Inc., a Maryland Corporation.

EXHIBIT B
TO
SPECIAL WARRANTY DEED
(Use and Operating Restrictions)

- i. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns that no water wells, either for potable or other use, with the exception of remediation, monitoring or investigation wells, will be installed on any part of the real estate conveyed herein.
- ii. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that the real estate conveyed herein will be used solely and exclusively for commercial and/or industrial purposes. If the applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein.
- iii. The Grantee herein hereby further covenants and agrees, for itself, and its grantees, successors, and assigns, that no basements or other underground improvements, with the exception of building footings, buried utilities, and anchors for signage, will be constructed on the real estate herein conveyed. This provision shall not preclude the replacement of underground storage tanks and related pipelines in compliance with all applicable federal, state and local laws, rules and regulations. No part of the real estate herein conveyed will be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church, a park or a hospital.
- iv. The Grantee herein covenants and agrees, for itself, and its grantees, heirs, successors, and assigns that Grantee shall not remove any soil from the Property herein conveyed, unless the soil is moved to a disposal facility which is one of Grantor's approved disposal facilities. Grantee is solely responsible for any and all soil disposal costs related to such soil removal.

All of the covenants and restrictions set forth above bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Delaware County, Pennsylvania or as an operator or supplier of retail operations in the foregoing counties. All such restrictive covenants will remain in full force and effect for a term of twenty (20) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

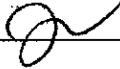
The Property is also conveyed and accepted subject to the following restriction and covenant prohibiting, for a period of ten (10) years from the date the Deed, is recorded, and except as set forth below, the use of the Property in whole or in part, directly or indirectly, for automobile service station, convenience store, car wash or automobile repair purposes, or for the sale, offering for sale, storage or distribution of any gasoline, motor vehicle fuels, lubricants, tires, batteries, automotive parts and accessories, other petroleum products or convenience store items.

Such restriction and covenant shall run with the Property for the benefit and protection of any property used, operated or supplied, directly or indirectly, by Grantor, its parents, affiliates or subsidiaries or their respective representatives for such purposes within a distance of five (5) miles from a Property, whether owned or leased or supplied by Grantor, its parents, affiliates or subsidiaries or their respective representatives during said ten (10) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Property solely for the use or consumption by Grantee or other occupants of the Property. The foregoing use restriction shall not apply so long as American Auto Wash, Inc. ("Jobber") is supplying the Property pursuant to the terms of the Branded Jobber Agreement between Grantor and Jobber and that certain Real Estate Contract among Grantor, Grantee and Jobber.. Nor shall the such use restriction apply if Grantor no longer makes such supplies available to Jobber (A) because the Jobber has terminated the Branded Jobber Agreement for cause due to a default thereunder by Grantor, or (B) because Grantor no longer supplies locations such as the Property in the ordinary course of its business and the reason for such failure to supply is not due to Jobber's actions, conduct, inactions or failure or unwillingness to renew the Branded Jobber Agreement.

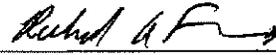
IN WITNESS WHEREOF, said Grantor has caused this Special Warranty Deed to be executed by an authorized representative of Grantor this 5th day of August, 2003.

BP PRODUCTS NORTH AMERICA INC.,
(formerly known as Amoco Oil Company), a
Maryland corporation

Witness: _____



By: _____



Name: Richard A. Froehlinger, III

Title: Assistant Secretary

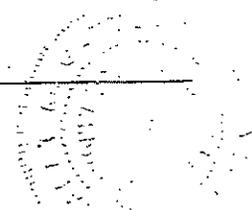
(Corporate Seal)



STATE OF PENNSYLVANIA)
) SS.
COUNTY OF PHILADELPHIA)

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Richard A. Froehlinger, III, personally known to me to be the Assistant Secretary of BP Products North America Inc., (formerly known as Amoco Oil Company), a Maryland corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacity he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and official seal, this 5th day of August, 2003.

Margaret M. Gatto
Notary Public



My commission expires: _____

When recorded, return to:

NOTARIAL SEAL
MARGARET M. GATTO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 12, 2005

Mail Tax Bills to:

512 East King Road
Malvern PA 19355
M. Gatto

PH 58706 DC
SS#339
Wayne

RIGHT-OF-ENTRY AGREEMENT

KNOW ALL MEN BY THIS PRESENTS THAT:

WHEREAS, BP Products North America Inc., (formerly Amoco Oil Company), a Maryland corporation ("Seller") with offices at 28100 Torch Parkway, Third Floor, Warrenville, Illinois 60555, GENTLE TOUCH, INC., a Pennsylvania corporation ("Purchaser") whose address is 512 East King Road, Malvern, PA 19355, and American Auto Wash, Inc., a Pennsylvania corporation, entered into a Purchase and Sale Agreement dated as of July 31, 2003 (the "Sale Agreement"), covering, among other things, certain real estate and the improvements thereon described as set forth on Exhibit A attached hereto and made a part hereof (the "Property").

AND WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the Property "as is" in its present condition without any representations or warranties regarding its fitness for any purpose

AND WHEREAS, Seller has provided or made available to Purchaser a copy of any environmental assessment performed by or at the request of Seller with respect to the Property, as set forth in the Sale Agreement;

AND WHEREAS, Seller has further provided to Purchaser access to and the opportunity to inspect the Property and to perform such soil, groundwater or other tests upon the Property as Purchaser deemed necessary or appropriate;

AND WHEREAS, Seller has agreed to perform certain environmental assessment, monitoring, and remediation measures pursuant to the Sale Agreement to address hydrocarbon contamination, if any, existing on the Property prior to the Closing Date and/or any migration of the hydrocarbon contamination existing on the Property prior to the Closing Date;

AND WHEREAS, Purchaser and Seller desire to provide a continuing right of access to the Property to allow Seller to perform assessment, monitoring and remediation measures after conveyance of the Property.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the express undertaking by Seller as set forth in the Sale Agreement, Seller and Purchaser do hereby agree as follows

Seller reserves the right, for itself, its agents, employees, successors, and assigns, to enter upon the Property from and after the date hereof for the purpose of:

RD BK0288 1271
2003102202
DELAWARE COUNTY
DELAWARE COUNTY
THOMAS J. ANDERSON

2003102202 Page: 1271.00

EXHIBIT "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a certain Survey thereof made by George B. Mifflin, Esq., Surveyor as follows, to wit:

BEGINNING in the middle line of Lancaster Avenue at the distance of 132.68 feet Eastwardly from the intersection of the middle line of Aberdeen Avenue, thence along the middle line of Lancaster Avenue South 86 degrees 14 minutes 15 seconds East 187.5 feet; thence by other land now or formerly of Herman Wendell and Walter B. Smith, South 3 degrees 45 minutes 45 seconds West 142.05 feet, thence by land formerly of the said Herman Wendell and Walter B. Smith North 83 degrees 38 minutes West 187.694 feet; thence by land now or late of George T. Stockham North 3 degrees 45 minutes 45 seconds East 233.57 feet to the first mentioned point and place of beginning

Being Folio #36-03-01683-00 *300 Lancaster*

Being A the same premises which Robert A. Morrison by his Attorney in Fact, Robert A. Morrison by Deed dated February 25, 1987 and recorded March 19, 1987 in Delaware County in Volume 443 Page 62 conveyed unto Amoco Oil Company, in fee. And by Articles of Amendment to its charter filed in the Department of State the name of said corporation has been changed to BP Products North America Inc., a Maryland Corporation

MAR 19 1987

6

2003102292 Page 1272.00

A. engaging in environmental assessment, inspection, monitoring and remediation, including, without limitation, the installation of such facilities and the conduct of such activities as are necessary for Seller to fulfill its obligations, or exercise its rights, under the Sale Agreement, or as are required by any applicable governmental authority having jurisdiction over the Property, and

B. removing from the Property any remediation equipment including, without limitation, monitoring and observation equipment and any other property and equipment not sold pursuant to the Sale Agreement.

Seller further reserves the right to enter the Property to conduct environmental remediation and/or monitoring activities after the termination of this Right of Entry in the event Seller is directed by any governmental authority having jurisdiction over the Property to perform such work, after reasonable prior notice to Purchaser.

Purchaser consents to Seller's rights hereunder and agrees to reasonably cooperate with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including, without limitation, the grant of access to on-site utilities, if required for such activities.

This Right of Entry may be executed in one or more counterparts, each of which shall constitute an original but which when taken together shall be deemed one instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Right of Entry, and each of the covenants herein, shall run with the land and be binding upon the Purchaser and assigns and other successors in title or interest of the Purchaser.

Dated this 5th day of August, 2003.

BP PRODUCTS NORTH AMERICA INC.,
(formerly known as Amoco Oil Company), a
Maryland corporation

Witness: [Signature]

By: [Signature]
Name: Richard A. Froehlinger, III
Title: Assistant Secretary

(Corporate Seal)

Attest: [Signature]

GENTLE TOUCH, INC., a Pennsylvania
corporation

By: [Signature]
Name: Richard J. [Signature]
Title: President

COMMONWEALTH OF PENNSYLVANIA

SS

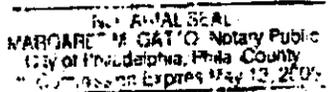
COUNTY OF PHILADELPHIA

On this 5th day of August, 2003, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Richard A. Froehlinger, III, who acknowledged himself to be the Assistant Secretary of **BP Products North America Inc.**, a Maryland corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal

 [SEAL]
Notary Public

My Commission Expires:



10114 * 1140

2003102292 Page: 1275.00

+

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA

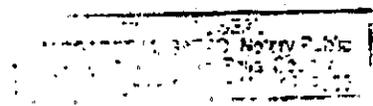
On this 5th day of August, 2003, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Routrons Bets, who acknowledged himself to be the President of GENTLE TOUCH, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.


Notary Public

[SEAL]

My Commission Expires.



PLEASE RETURN TO:
TICOR TITLE INSURANCE CO.
3 Glenhardie Corp Center
1265 Drummers Lane, Box 919
Valley Forge, Pa. 19482
207-709-4

5516.25
6875.00
12391.25

Buy 35

①

R/S #2-2089

SPECIAL WARRANTY DEED

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

KNOW ALL MEN BY THESE PRESENTS: THAT

RECORDER OF DEEDS
DELAWARE CO., PA
JAN 25 10 18 AM '88

004359

EXXON CORPORATION, a New Jersey corporation, having an office at 800 Bell Street, Houston, Texas 77002-7426, hereinafter called "Grantor," for and in consideration of the sum of Five Hundred Fifty Thousand and NO/100 Dollars (\$550,000.00) cash to it in hand paid by GARABET KARAKELIAN AND CONSTANCE KARAKELIAN, of 1527 High Meadow Lane, West Chester, Pennsylvania 19380, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") lying and being in the City of Wayne, County of Delaware, Commonwealth of Pennsylvania, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to all valid and subsisting conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record and all laws, regulations and restrictions, including building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the above-described Property.

Grantee acknowledges that the Property described herein has been used as an automobile service station for the storage, sale, transfer and distribution of motor vehicle fuel, petroleum products or derivatives which may contain hydrocarbons, and that such fuel, products or derivatives may have been spilled, leaked, or otherwise discharged onto or into the Property.

Grantor expressly reserves, for a reasonable period of time which shall be deemed to be not less than 90 days from the date hereof, (1) the full and unencumbered right to enter upon the Property for the purpose of removing all signs, goods, equipment and fixtures, including underground tanks and lines, not sold to Grantee, and (2) the right to enter upon the Property to conduct such tests for possible surface or subsurface contamination as Grantor, in its sole judgment and discretion, determines to be necessary, including the right to place, maintain and monitor observation wells (the number and locations to

Parcel # 36-03-01682-00

1942L

VOL 0546 PG 0637

SCHEDULE A EXHIBIT A

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the intersection of the middle line of Lancaster Avenue and the middle line of Aberdeen Avenue; thence along said middle line of Lancaster Avenue, South eighty-six degrees fourteen minutes and fifteen seconds East, one hundred and thirty-two feet and sixty-eight one-hundredths of a foot to a point; thence by land now or late of Ernest Halbach the two following courses and distances: South three degrees forty-five minutes, forty-five seconds West two hundred and thirty-three feet and fifty-seven one-hundredths of a foot to a point and North eighty-three degrees thirty-eight minutes West one hundred and twenty-five feet and eighty-five one-hundredths of a foot to the middle line of Aberdeen Avenue; thence along said middle line of Aberdeen Avenue North two degrees one minute and fifty seconds East two hundred and twenty-eight feet to the place of beginning.

BEING Tax Parcel Number 36-03-01682-00

UNDER AND SUBJECT to certain reservations, easements and building restrictions set forth in a certain Indenture between Anthony J. Drexel, et al, and George T. Stockham dated October 20, 1890 and recorded in the Office of the Recorder of Deeds in and for Delaware County in Deed Book O. No. 7, page 18, etc.

BEING the same premises which Mary W. Lincoln, widow, by Deed dated 12-22-47 and recorded 12-30-47 in the Office for the Recording of Deeds in and for the County of Delaware in Deed Book 1430 page 316 granted and conveyed unto Standard Oil Company of Pennsylvania.

Standard Oil Company of Pennsylvania, a Delaware corporation, subsequently changed its name to Esso Standard Oil Company of Pennsylvania filed by Certificate of Amendment in the State of Delaware on 28 January 1948.

Esso Standard Oil Company of Pennsylvania subsequently assigned its rights to Esso Standard Oil Company by merger filed in the State of Delaware on 30 December 1949.

Esso Standard Oil Company subsequently assigned its right to Humble Oil & Refining Company by merger filed in the State of Delaware on 31 December 1959.

Humble Oil & Refining Company, a Delaware corporation, merged into Exxon Corporation, a New Jersey corporation, on 1 January 1973.

Being known as 302 East Lancaster Ave., Wayne, PA 19087 Township of Radnor

Date- 1-25-88 *state*
Transfer Tax in the amount of \$5500.-
6875 has been paid on account of Radnor Sup

Ticor Title Insurance Company

107473 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX 900.00 RB.11276

107463 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX 100.00 RB.11276

107470 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX 900.00 RB.11276

107472 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX 900.00 RB.11276

be determined in Grantor's sole judgment and discretion). If contamination is found and if Grantor elects to remove any of said contamination, Grantor shall have the right, but not the duty, to take such action to accomplish such removal in the order and over the period Grantor, in its sole discretion, deems appropriate.

As further consideration for this conveyance, Grantee does hereby remise, release and forever discharge Grantor, its representatives, successors and assigns, from any and all claims, demands and causes of action, at law or in equity, for injury (including death), destruction, loss or damage of any kind or character, to the person or property of Grantee and Grantee's employees, agents, servants and representatives, arising out of, or in relation to, any actual or alleged spills, leaks, or other discharges onto or into the Property which may have resulted in surface or subsurface contamination.

As further consideration for this conveyance, Grantee agrees to be responsible for and indemnify and hold Grantor harmless from any and all claims, demands and causes of action, at law or in equity, brought by any and all third parties, including (without limitation) Grantee's employees, agents, servants, invitees and representatives, and also including (without limitation) any private citizens, persons, organizations and any agency, branch or representative of federal, state or local government, on account of any injury (including death), destruction, loss or damage of any kind or character to person, property or natural resources, arising out of, or in relation to, any actual or alleged spills, leaks or other discharges onto or into the Property which occur at any time after the effective date of this conveyance.

The conditions, reservations and other provisions set out hereinabove shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns.

Ad valorem taxes and special assessments, if any, against the Property herein conveyed for the current year shall be pro-rated between Grantor and Grantee as of the effective date hereof, and Grantee hereby assumes and agrees to pay same.

107475 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN 25 '88 TAX
PB.11276  900.00

107474 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN 25 '88 TAX
PB.11276  900.00

TO HAVE AND TO HOLD the above-described Property, together with the appurtenances, estate, title and interest thereto, unto the said Grantee, Grantee's heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Property unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this deed this 14th day of December, 1987, but EFFECTIVE as of this _____ day of _____, 19____.

ATTEST:

EXXON CORPORATION

FORM APPROVED

 B. E. Gunther
Assistant Secretary

By: Joe T. McMillan
Joe T. McMillan
Vice President

AKK
RL

CERTIFICATE

I hereby certify that the foregoing instrument was executed pursuant to a duly adopted resolution by the Board of Directors of Exxon Corporation and do further certify that the foregoing instrument is not part of a transaction in which there is a sale, lease exchange or other transfer of all, or substantially all, of the property and assets of said corporation.

ATTEST:

EXXON CORPORATION

FORM APPROVED

 B. E. Gunther
Assistant Secretary

By: Joe T. McMillan
Joe T. McMillan
Vice President

AKK
RL

THE STATE OF TEXAS

COUNTY OF HARRIS

On this the 14TH day of December, 19 87, before me
CHRISTINE M. RAGLAND, the undersigned officer, personally
appeared Joe T. McMillan, who acknowledged himself to be a Vice President of
EXXON CORPORATION, and that he, as such Vice President, being authorized so to
do, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as a Vice President.

In Witness Whereof, I hereunto set my hand and official seal.



Christine M. Ragland
Notary Public, State of Texas

My commission expires:

8-11-90

James F. McMillan



RETURN TO:

WEST HILLS CLOSING SERVICES, LLC
300 Corporate Ctr. Dr., Ste 130
Moon Township, PA 15108

RD BK05922-0948 DT-DEED
2016066362 12/12/2016 10:36:55 AM:1
RCD FEE: \$96.50 POL SUB TAX: \$21,750.00 ST TAX: \$14,500.00
36-RADNOR \$21,750.00 THOMAS J. JUDGE SR. ROD
DELAWARE COUNTY

Special Warranty Fee Simple Deed:
Tax Parcel Number: 36-03-01683-00

THIS INDENTURE made the 21st day of November, 2016.

BETWEEN, GENTLE TOUCH, INC., a Pennsylvania corporation, (hereinafter called the Grantor), party of the first part,

AND

WAYNE PROPERTY ACQUISITION, INC., a Pennsylvania corporation, (hereinafter called the Grantee), party of the second part,

WITNESSETH that the said grantor, for and in consideration of the sum of **ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$1,450,000.00)** lawful money of the United States of America unto it well and truly paid by the said Grantee, at or before the sealing and delivery thereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its heirs and assigns,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in Wayne, in the Township of Radnor, County of Delaware, and State of Pennsylvania, bounded and described according to a certain survey thereof made by George B. Mifflin, Esq., Surveyor as follows, to wit:-

BEGINNING in the middle line of Lancaster Avenue at the distance of 132.68 feet Eastwardly from the intersection of the middle line of Aberdeen Avenue; thence along the middle line of Lancaster Avenue South 86 degrees 14 minutes 15 seconds East 187.5 feet; thence by other land now or formerly of Herman Wendell and Walter B. Smith, South 3 degrees 45 minutes 45 seconds West 142.05 feet; thence by land formerly of the said Herman Wendell and Walter B. Smith North 83 degrees 38 minutes West 187.694 feet; thence by land nor or late of George T. Stockham North 3 degrees 45 minutes 45 seconds East 233.57 feet to the first mentioned point and place of beginning.

BEING Folio # 36-03-01683-00.

BEING COMMONLY KNOWN AS 306 East Lancaster Avenue, Wayne, PA 19087.

UNDER AND SUBJECT TO the Use and Operating Restrictions set forth in the Special Warranty Deed, dated August 5, 2003 and recorded on August 12, 2003 in Deed Book Volume 2888, Page 1263 in the Recorder of Deeds Office of Delaware County, Pennsylvania.

BEING the same property that BP PRODUCTS NORTH AMERICA INC., (formerly known as Amoco Oil Company), a Maryland corporation, by deed dated August 5, 2003 and recorded August 12, 2003 in Deed Book Volume 2888, Page 1263, in Recorder of Deeds Office of Delaware County, Commonwealth of Pennsylvania, granted and conveyed to GENTLE TOUCH, INC., a Pennsylvania corporation, Grantor herein.

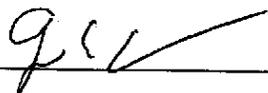
TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever, in **FEE SIMPLE**, subject to the provisions and restrictions contained herein.

AND the said grantor, its successors, or assigns do covenant, promise and agree, to and with the said Grantee, its heirs and assigns by these presents, that the Grantor, its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against the said grantor, its successors and assigns against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, it shall and will Subject as aforesaid, **SPECIALLY WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, the said party of the first part to these presents hereunder set its hand and seal,

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

ATTEST:



Gentle Touch, Inc.

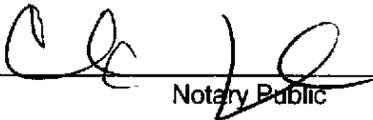
By: 

Katherine Kan, President

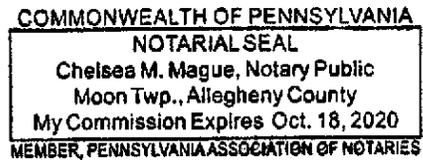
**STATE OF PENNSYLVANIA
COUNTY OF DELAWARE**

On this 21st day of November, 2016, before me, the undersigned officer, personally appeared **Katherine Kan**, who acknowledged herself to be the **President of Gentle Touch, Inc.**, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as **President**.

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


Notary Public

My Commission Expires
10/18/2020



CERTIFICATE OF RESIDENCE

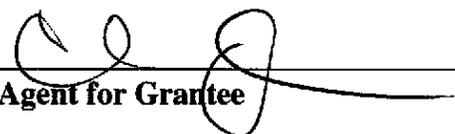
I, do hereby certify that the **TAX BILL ADDRESS** of the within named Grantee is:

Wayne Properties Acquisition, Inc., 1747 Spring House Road, Chester, Pa 19425.

I, do hereby certify that the **OWNER MAILING ADDRESS** of the within named Grantee is:

Wayne Properties Acquisition, Inc., 1747 Spring House Road, Chester, Pa 19425.

Witness my hand this 21st day of November, 2016.


Agent for Grantee

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
SEP 15, 18
AMOUNT
\$16.00
R2305K136938-20



0000

Affix Stamps
(if issued
certificates
or for add
copies or
Postnet
Date of,

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Actual Value
if Registered

Insured
Value

UNITED STATES
POSTAL SERVICE

Fee : Fee : Fee

Name and Address of Sender

WAWA

Article Number

1.

2.

3.

4.

5.

6.

7.

8.

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
SEP 15, 18
AMOUNT
\$16.00
R2305K136938-20



0000

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
SEP 15, 18
AMOUNT
\$16.00
R2305K136938-20



0000



RECEIVED

SEP 17 2018

RAUNOR TOWNSHIP
ENGINEERING DEPARTMENT

Total Number of Pieces
Listed by Sender

Postmaster, Per (Name of receiving employee)

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

SEP 15 2018

Name and Address of Sender	Check type of mail or service: <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured	Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Affix Stamp Here (If issuer certifies or for add copies of Postmaster Date of)
1.						U.S. POSTAGE PAID SOUTHEASTERN, PA 19399 SEP 15 18 AMOUNT \$16.00 R2305K136938-20
2.						
3.						U.S. POSTAGE PAID SOUTHEASTERN, PA 19399 SEP 15 18 AMOUNT \$16.00 R2305K136938-20
4.						
5.						
6.						U.S. POSTAGE PAID SOUTHEASTERN, PA 19399 SEP 15 18 AMOUNT \$4.80 R2305K136938-20
7.						
8.						

SEP 15 2018

SEP 15 2018

See Privacy Act Statement on Reverse

Postmaster, Per (Name of receiving employee)

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Complete by Typewriter, Ink, or Ball Point Pen

LACROCE NICOLE
2 ABERDEEN TERR
WAYNE, PA 19087

THE SAINT DAVIDS TRUST
50 PARK ROW WEST #113
PROVIDENCE, RI 02903

MCCABE ROBERT & DOROTHY
443 ST DAVIDS AV
WAYNE, PA 19087

BARR WILLIAM & MARTHA
15 ABERDEEN TERR
WAYNE, PA 19087

MERRIMAN LORETTA & J FREDERICK
P O BOX 7357
ST DAVIDS, PA 19087

CHOI PETER B & CLARA H W
200 STERLINE PLACE - 3E
BROOKLYN, NY 11238

RICHARDS FRANK GARRIGUES 3RD
427 ST DAVIDS AVE
ST DAVIDS, PA 19087

SPOFFORD VIRGINIA S
435 ST DAVIDS AVE
ST DAVIDS, PA 19087

HAMMOND MADELINE D
441 ST DAVIDS AVE
ST DAVIDS, PA 19087

SCHMIEG DANIEL G & ANDREA L
447 ST DAVIDS AVE
WAYNE, PA 19087

MALCEIN MARK
460 ST DAVIDS AVE
WAYNE, PA 19087

MESSLER MICHAEL & LESLIE
458 ST DAVIDS AVE
ST DAVIDS, PA 19087

LAN KEVIN & ELEANOR
456 ST DAVIDS AVE
WAYNE, PA 19087

ALLEN PAUL N & PAMELA J
454 ST DAVIDS AVE
WAYNE, PA 19087

KURTZ JAMES W
452 ST DAVIDS AVE
WAYNE, PA 19087

BARIKOE FAMILY TRUST
P O BOX 484
BRYN MAWR, PA 19010

MCGINLEY DOUGLAS M & CAROLYN G
444 ST DAVIDS AVE
WAYNE, PA 19087

BREEN CAROLYN
444 ST DAVIDS AVE
WAYNE, PA 19087

GRAY BRIAN & STACEY
442 ST DAVIDS AVE
WAYNE, PA 19087

BISSETT THOMAS M & DEBORAH C
220 ITHAN CREEK RD
VILLANOVA, PA 19085

SADLEIR THOMAS A III
438 ST DAVIDS AVE
WAYNE, PA 19087

THOMPSON JOSEPH E & SUSAN C
436 ST DAVIDS AVE
WAYNE, PA 19087

ADE RYAN D
239 CHAMOUNIX RD
WAYNE, PA 19087

ALBER ERIC M
432 ST DAVIDS AVE
WAYNE, PA 19087

KUHN NANCY A
430 ST DAVIDS AVE
WAYNE, PA 19087

MORRIS DAVID W
295 W SWEDES FORD ROAD #170
WAYNE, PA 19087

FOLEY MARTHA A & STEPHEN L
304 PENNSYLVANIA AVE
WAYNE, PA 19087

NOLL BRIAN
390 GENERAL WASHINGTON RD
WAYNE, PA 19087

BRIGHT KATHLEEN
308 PENNSYLVANIA AVE
WAYNE, PA 19087

428 ST DAVIDS LLC
260 CHAMOUNIX RD
ST DAVIDS, PA 19087

CELLUCCI EDNA HOBSON & JOHN H &
JOHN R
426 ST DAVIDS AVE
WAYNE, PA 19087

MILNAR MICHAEL J & JACKSON
MARGARET E
424 ST DAVIDS AVE
WAYNE, PA 19087

MORRIS DAVID W
295 SWEDES FORD RD #270
WAYNE, PA 19087

WINNEMORE LEWIS R & NORA A
309 PENNSYLVANIA AVE
WAYNE, PA 19087

HALEY STEPHEN J & M LOUISE
422 ST DAVIDS AVE
WAYNE, PA 19087

ANDEN MARIO L & PAR T
305 PENNSYLVANIA AVE
WAYNE, PA 19087

LYNCH SHAWN & LORI
420 ST DAVIDS AVE
ST DAVIDS, PA 19087

THOMAS JENNIFER
80 CRESTLINE RD
STRAFFORD, PA 19087

PATNIK MOLLY MARIE
301 PENNSYLVANIA AVE
WAYNE, PA 19087

GADOWIK BARBIS & MARQUARDT
MARGARET
418 ST DAVIDS AVE
WAYNE, PA 19087

LENNON PAUL & MARGARET M
416 ST DAVIDS AVE
WAYNE, PA 19087

ZHOU WEI & KE MIN
414 ST DAVIDS AVE
WAYNE, PA 19087

SOUTH ANDREW P & CLARE L
412 ST DAVIDS AVE
WAYNE, PA 19087

MIRAGLIA JULIAN V & BETSY J
529 FAYETTE ST
CONSHOHOCKEN, PA 19428

MIRAGLIA JULIAN V
529 FAYETTE ST
CONSHOHOCKEN, PA 19428

MIRAGLIA JULIAN V & BETSY J
408 ST DAVIDS AVE
WAYNE, PA 19087

MCNELIS STEPHEN & MARK
406 ST DAVIDS AVENUE
WAYNE, PA 19087

DOEMLING GREGORY A & AVERY
ASHLEE A
404 ST DAVIDS AVE
WAYNE, PA 19087

DISTEFANO ANTHONY ROCCO &
MELINDA A
402 ST DAVIDS AVE
WAYNE, PA 19087

JAKIELASZEK JOHN J JR & DEBORAH E
1 ABERDEEN TERRACE
WAYNE, PA 19087

MAGUIRE DANIEL J & RYAN P
5 LONGWOOD DR
WAYNE, PA 19087

HIRSCHLE SUSAN
213 N ABERDEEN AVE
WAYNE, PA 19087

YOUNG JOCELYN
295 SWEDES FORD RD #159
WAYNE, PA 19087

MCCLAIN GARY E & CHRISTINE E
P O BOX 236
CLAYTON, NJ 08312

KELLY JAMES J JR
401 EVERGREEN RD
KING OF PRUSSIA, PA 19406

201 ABERDEEN LP
P.O. BOX 428
VILLANOVA, PA 19085

210 N ABERDEEN ASSOCIATES LLC
124 E STATE ST
MEDIA, PA 19063

SHERYL SUE LLC
4 PRINCETON RD
WAYNE, PA 19087

REIMEL THEODORE L III
525 BROOKSIDE AVE
WAYNE, PA 19087

SMITH DAVID & SUZANNE E
212 N ABERDEEN AVE
WAYNE, PA 19087

DEMITIS DOMINIC JR
206 POPLAR AVE
WAYNE, PA 19087

TROSINI FULVIO & MILENA TRUSTEES
13 DEEPDALE RD
WAYNE, PA 19087

ROSEDON HOLDING CO LP
161 PENNSYLVANIA AVE
WAYNE, PA 19087

LAMENT ELIZABETH A
200 PENNSYLVANIA AVE
WAYNE, PA 19087

CALVARESE VINCENT L JR & JOANNE
121 CALVARESE LN
WAYNE, PA 19087

SMITH TRACEY
315 S VALLEY FORGE ROAD - B2
DEVON, PA 19333

TUDO ANDREW A & JOAN K
39 LOUELLA CT
WAYNE, PA 19087

BYRNE SUSAN
37 LOUELLA CT
WAYNE, PA 19087

PEREZ EMILIO & MARIA C
35 LOUELLA CT
WAYNE, PA 19087

EDGAR AMANDA J
33 LOUELLA CT
WAYNE, PA 19087

MUNGER CYNTHIA
31 LOUELLA CT
WAYNE, PA 19087

WAYNE HOTEL ASSOC LP
595 E LANCASTER AVE #303
ST DAVIDS, PA 19087

NOLAN PATRICK
27 LOUELLA CT
WAYNE, PA 19087

HARRIS KATHY/LEFKOWITZ M
420 MORRIS RD APT 102
WAYNE, PA 19087

REILLY JOHN H III & GILLIAN A
P O BOX 529
GLENSIDE, PA 19038

ONEIL MICHAEL & JEANNIE
217 E LANCASTER AVE
WAYNE, PA 19087

FLEMING CLIFFORD L & NANCY L
17 LOUELLA CT
WAYNE, PA 19087

EADEH FAMILY LTD PARTNERSHIP
511 OLD LANCASTER AVE #8
BERWYN, PA 19312

COWAN CORA K & CHARLES M II &
MICHAEL J & STEPHEN & MARGARET
195 E LANCASTER AVE
WAYNE, PA 19087

TURECK PAMELA & BRETT
2-4 LOUELLA CT
WAYNE, PA 19087

NEIGHBORHOOD LEAGUE SHOPS INC
8 LOUELLA CT
WAYNE, PA 19087

A & H PROPERTIES LLC
203 E LANCASTER AVE
WAYNE, PA 19087

DIMAIO SAVERIO A
1209 N ASHBROOKE DR
WEST CHESTER, PA 19380

EADEH FAMILY LIMITED PARTNERSHIP
511 OLD LANCASTER AVE #8
BERWYN, PA 19312

TEHRANI ROBEN & YOUNG &
BENJAMIN CO PARTNERS
1820 N 69TH ST
PHILADELPHIA, PA 19151

ONEILL MICHAEL & JEANNIE
217 E LANCASTER AVE
WAYNE, PA 19087

219 LANCASTER HOLDINGS LLC
118 E 25TH STREET - 11TH FLR
NEW YORK, NY 10010

ENRICO WAYNE LP
795 E LANCASTER AVE
VILLANOVA, PA 19085

VASILADIS THEODORE & ANATOLI
30 N NEW ARDMORE AVE
BROOMALL, PA 19008

ENRICO WAYNE LP
795 E LANCASTER AVE #200
VILLANOVA, PA 19085

RADNOR TOWNSHIP
301 IVEN AVE
WAYNE, PA 19087

RADNOR TWP
301 IVEN AVE
WAYNE, PA 19087

MASTROPIERI PAUL
137 ST ANDREWS DR
EGG HARBOR TWP, NJ 08215

MASTROPIERI PAUL
137 ST ANDREWS DR
EGG HARBOR TWP, NJ 08234

RADNOR TOWNSHIP
301 IVEN AVENUE
WAYNE, PA 19087

WAYNE HOTEL ASSOC
595 E LANCASTER AVE #303
ST DAVIDS, PA 19087

MCKEE RAIHALL PRPERTIES LLC
436 INVERARAY RD
VILLANOVA, PA 19085

MCKEE RAIHALL PROPERTIES LLC
436 INVERARAY RD
VILLANOVA, PA 19085

KATSANIS ELENI E & ELEFThERIOS P
3811 ATLANTIC AVENUE
WILDWOOD, NJ 08260

KIM YOUNG S & KWANG J
208 MIDLAND AVE
WAYNE, PA 19087

7 ELEVEN INC
8111 WESTCHESTER
DALLAS, TX 75225

MY SUNSHINE LLC
1901 LAFAYETTE RD
GLADWYNE, PA 19035

THE PET VILLAGE OF WAYNE LP
469 MARLBIDGE RD
BRYN MAWR, PA 19010

PHILA NATIONAL BANK C/O
CORESTATES FINANCIAL CORP
FC 1 1 18 7 PO BOX 7618
PHILADELPHIA, PA 19101

LANCASTER WAYNE ASSOCIATES LP
763 W LANCASTER AVE #250
BRYN MAWR, PA 19010

LANCASTER WAYNE ASSOCIATES LP
763 W LANCASTER AVE #500
BRYN MAWR, PA 19010

LEN WAYNE PROPERTIES
ONE S BROAD ST
PHILADELPHIA, PA 19107

LEN WAYNE PROPERTIES
ONE S BROAD ST #1700
PHILADELPHIA, PA 19107

LENWAYNE PROPERTIES LP
300 BARR HARBOR DR #460
CONSHOHOCKEN, PA 19428

BATEMAN GALLAGHER AMERICAN
LEGION POST 668
401 E LANCASTER AVE
WAYNE, PA 19087

EMERSON SCOTT
407 E LANCASTER AVENUE
WAYNE, PA 19087

EMERSON SCOTT R
407 E LANCASTER AVE
WAYNE, PA 19087

EMERSON SCOTT
409 E LANCASTER AVE
WAYNE, PA 19087

TUMOLA JOHN J & CHERYL GRAFF
411 MIDLAND AVENUE
WAYNE, PA 19087

CAPERS JOHN G III & ANN B
407 MIDLAND AVE
WAYNE, PA 19087

404 ASSOCS A PA LTD PARTNERSHIP
1265 DRUMMERS LN STE 208
WAYNE, PA 19087

NICHOLS HENRY O
403 MIDLAND AVE
ST DAVIDS, PA 19087

THE BRYN MAWR TRUST CO
801 LANCASTER AVE
BRYN MAWR, PA 19010

HEE MICHAEL E & PERRIN LYNNSEY A
401 MIDLAND AVENUE
WAYNE, PA 19087

BERNABEO GLENN & ELIZABETH
327 MIDLAND AVE
WAYNE, PA 19087

BRYN MAWR TRUST CO C/O JOSEPH
REBEL - CONTROLLER
801 LANCASTER AVENUE
BRYN MAWR, PA 19010

HIGGINS DAVID P & JENNIFER H
323 MIDLAND AVE
WAYNE, PA 19087

THE BRYN MAWR TRUST CO
801 E LANCASTER AVE
BRYN MAWR, PA 19010

DOONER THOMAS A & JANE E
321 MIDLAND AVE
WAYNE, PA 19087

FOGEL LIMITED PARTNERSHIP
137 DORAL DR
BLUE BELL, PA 19422

BAUER ANDREW P & PATRICIA A
317 MIDLAND AVE
WAYNE, PA 19087

FOGEL EVELYN TRUST c/o JOYCE
GAMBURG TRUSTEE
137 DORAL DR
BLUE BELL, PA 19422

STERGE MARYLOUISE A
311 MIDLAND AVE
WAYNE, PA 19087

FINLEY DANIEL
309 MIDLAND AVE
WAYNE, PA 19087

GENTLE TOUCH INC
512 W KING RD
MALVERN, PA 19355

MCMANUS MICHAEL J
301 MIDLAND AVE
ST DAVIDS, PA 19087

KARAKELIAN GARABET & CONSTANCE
1747 SPRING HOUSE RD
CHESTER SPRINGS, PA 19425

ST KATHARINE OF SIENA
104 S ABERDEEN AVE
WAYNE, PA 19087

ST KATHARINE OF SIENA
104 S ABERDEEN AVE
WAYNE, PA 19087

MASCIANGELO ALBERT A JR
3 LIMEKILN DR
MALVERN, PA 19355

HARBOB LLC
2610 FRANKLIN AVE
BROOMALL, PA 19008

COSTELLO MARTIN P & DOROTHY E
12 LOCUST DR
MALVERN, PA 19355

GREGOR RICHARD M
4930 GLEN HOLLOW STREET
SUGAR LAND, TX 77479

JONES-CORREA MICHAEL A & DAVIDIS
MARIA M
219 MIDLAND AVE
WAYNE, PA 19087

JONES-CORREA MICHAEL A & DAVIDIS
MARIA M
219 MIDLAND AVE
WAYNE, PA 19087

STEARNS MARK E & MONA
503 CHAUMONT DR
VILLANOVA, PA 19085

SCHNAUFFER, JOHN P
128 BROOKE FARM RD
ST DAVIDS, PA 19087

JOME LLC
226 E LANCASTER AVE
WAYNE, PA 19087

KENT BRENDAN D & DYMOND AMY J
215 MIDLAND AVE
WAYNE, PA 19087

BOOKBINDER SAMUEL C IV & EILEEN W
213 MIDLAND AVE
WAYNE, PA 19087

RYAN TERRENCE R & VICTORIA R
211 MIDLAND AVE
WAYNE, PA 19087

WAYNE CENTER LP
216 E LANCASTER AVE
WAYNE, PA 19087

DESAI RONAK G & SANDHYA K
209 MIDLAND AVE
WAYNE, PA 19087

TWO FORTY ASSOC c/o TD BANK
380 WILLINGTON ST, TOWER B, 12th
FLR
LONDON, ON N6A454 - CANADA,

GAGLIARDI CHRISTOPHER P
207 MIDLAND AVE
WAYNE, PA 19087

CONNOR NATHANIEL W & ELIZABETH
205 MIDLAND AVE
WAYNE, PA 19087

GARCIA ALBERT
203 MIDLAND AVE
WAYNE, PA 19087

ST MARYS RECTORY
103 LOUELLA AVE
WAYNE, PA 19087

MURDOCK JAMES D & CATHERINE
201 WINDERMERE AVE
WAYNE, PA 19087

STERN SUSAN E
202 MIDLAND AVE
WAYNE, PA 19087

EHART DANIEL
204 MIDLAND AVE
WAYNE, PA 19087

FOOTE CATHERINE M
206 MIDLAND AVE
WAYNE, PA 19087

LIBERT JOHN & ROSEMARY
211 WINDERMERE AVE
WAYNE, PA 19087

ROE REBECCA & ALEXANDER
213 WINDERMERE AVE
WAYNE, PA 19087

KIM YOUNG S & KWANG J
208 MIDLAND AVENUE
WAYNE, PA 19087

SAVINI DANIEL J
210 MIDLAND AVE
WAYNE, PA 19087

DECK HOWARD & ANNARITA
215 WINDERMERE AVE
WAYNE, PA 19087

WOOD WILLIAM H & REBECCA W
212 MIDLAND AVE
WAYNE, PA 19087

HAYES PAUL H & AGNES M
214 MIDLAND AVE
WAYNE, PA 19087

GRAHAM STEPHEN P & NANCY E
217 WINDERMERE AVE
WAYNE, PA 19087

ALDERFER R BRENT & DEIRDRE F
227 WINDERMERE AVE
WAYNE, PA 19087

KORZEKWA KEN R & PERRONE ANDREA
M
216 MIDLAND AVE
WAYNE, PA 19087

YEARLEY DOUGLAS C JR & YEARLEY
SUSAN S
301 ST DAVIDS RD
ST DAVIDS, PA 19087

ENDERLE DAMIEN R & LISA M
300 MIDLAND AVE
WAYNE, PA 19087

OTT LOUIS V III & DANA N
308 MIDLAND AVE
WAYNE, PA 19087

GREGITIS JOHN & ROSE MARY
305 ST DAVDS RD
WAYNE, PA 19087

PYLE DOUGLAS H & REBECCA G
310 MIDLAND AVENUE
WAYNE, PA 19087

AYRES WARREN W & SUSAN W
314 MIDLAND AVE
WAYNE, PA 19087

IACONE JOSEPH IACONE VIRGINIA R
313 ST DAVIDS RD
WAYNE, PA 19087

WULFSOHN WILLIAM A & STEPHANIE A
TRUSTEES
319 ST DAVIDS RD
ST DAVIDS, PA 19087

PAGE L RODMAN III
318 MIDLAND AVENUE
WAYNE, PA 19087

NOONE MICHAEL & BRENDA A
320 MIDLAND AVE
WAYNE, PA 19087

WHITMORE WILLIAM C JR & JEANNE L
1 S WINDS LA
MALVERN, PA 19355

LEHANE WILLIAM & CYNTHIA M
324 MIDLAND AVENUE
ST DAVIDS, PA 19087

STROBECK MARK & COURTNEY ANNE
403 MEADOWBROOK AVE
WAYNE, PA 19087

GEYELIN SUSAN H
323 ST DAVIDS RD
WAYNE, PA 19087

MORTENSEN BRADLEY J
325 PEMBROKE AVE
WAYNE, PA 19087

ELORTEGUI NAPOLEON T & GEORGINA
C
254 PEMBROKE AVE
WAYNE, PA 19087

FRAZIER KIRSTEN S
250 PEMBROKE AVE
WAYNE, PA 19087

BEERS MICHAEL F & SAMANTHA P
402 MIDLAND AVE
WAYNE, PA 19087

CONGLETON JONATHAN P & CONNIE C
408 MIDLAND AVE
WAYNE, PA 19087

BROWN ADAM & KRISTIN
407 ST DAVIDS RD
WAYNE, PA 19087

FARBER JOHN & SUSAN R
239 PENNBROOK ROAD
ST DAVIDS, PA 19087

MOORE GORDON P & BERGER SHELLEY
L
249 PEMBROKE AVE
WAYNE, PA 19087

MOORE JEFFREY D & MICKELONIS
KATHLEEN A
330 ST DAVIDS RD
RADNOR, PA 19087

328 ST DAVIDS LLC
211 ORCHARD WAY
WAYNE, PA 19087

SUBAK MICHAEL & BRIDGET
326 ST DAVIDS RD
WAYNE, PA 19087

HURLEY JOHN G & ELLEN C
316 ST DAVIDS RD
ST DAVIDS, PA 19087

GRECO MARK B & FARLEY FAITH A
201 S ABERDEEN AVE
WAYNE, PA 19087

GALLAGHER THOMAS J III & COE MARY
B
203 S ABERDEEN AVE
ST DAVIDS, PA 19087

SPRAY CRAIG B & CONI J
205 S ABERDEEN AVE
WAYNE, PA 19087

MUTSCHLER JEFFREY D & SUSAN F
246 UPLAND WAY
WAYNE, PA 19087

MALENFANT MATTHEW & TERESA C
236 UPLAND WAY
WAYNE, PA 19087

BLAZEY DOUGLAS R & ZEKAN JULIANNA
J
215 UPLAND WAY
WAYNE, PA 19087

LACASALE GREGORY T & ANNE JARRELL
225 UPLAND WAY
WAYNE, PA 19087

TWITMYER ROBERT T
229 UPLAND WAY
WAYNE, PA 19087

STUUT STEPHEN U & SUZANNE B
200 S ABERDEEN AVE
WAYNE, PA 19087

FISCHER JOHN W & NANCY M
234 WINDERMERE AVE
WAYNE, PA 19087

NEESON PETER J & MARLA D
230 WINDERMERE AVE
WAYNE, PA 19087

SCHRAUDENBACH THOMAS &
BARBARA
226 WINDERMERE AVENUE
WAYNE, PA 19087

KIEFER HOWARD H & IRENE BROWN
222 WINDERMERE AVE
WAYNE, PA 19087

STAHL PETER F
218 WINDERMERE AVE
WAYNE, PA 19087

DILELLA DANIEL M & JENNIFER S
214 WINDERMERE AVE
WAYNE, PA 19087

MCSHEA KEVIN M
210 WINDERMERE AVE
WAYNE, PA 19087

SREBRO ALAN E
206 WINDERMERE RD
WAYNE, PA 19087

40 LOUELLA CT HOLDING CO LP
110 GALLAGHER RD
WAYNE, PA 19087

CORLEY JOHN G & PAULA R
40 LOUELLA CT - 1A
WAYNE, PA 19087

WAWA

WAVE

Name and Address of Sender

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
OCT 19 18
AMOUNT
\$6.40
R2303S100238-20

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
OCT 19 18
AMOUNT
\$19.60
R2303S100238-20



Article Num 0000

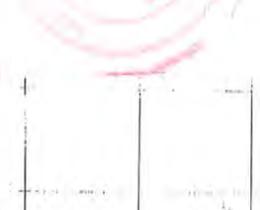
0000

Value Registered | SC | SH | RD | RR

1.

2.

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
OCT 19 18
AMOUNT
\$19.60
R2303S100238-20



3.

4.

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
OCT 19 18
AMOUNT
\$19.60
R2303S100238-20



5.

OCT 19 2018

6.

7.

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
OCT 19 18
AMOUNT
\$19.60
R2303S100238-20



8.

Total Number of Pieces Listed by Sender **212**

Total Number of Pieces Received at Post Office **212**

Postmaster, Per (Name of receiving employee) **LM**

See Privacy Act Statement on Reverse

Name and Address of Sender

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of receiving employee)										

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
(if issued as a certificate of mailing, or for additional copies of this bill)
Postmark and Date of Receipt

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												

Total Number of Pieces Listed by Sender

Postmaster, Per (Name of receiving employee)

Total Number of Pieces Received at Post Office

See Privacy Act Statement on Reverse

Name and Address of Sender

Check type of mail or service:

- Certified
- COD
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Wayne Property Acquisitions, Inc.

October 15, 2018

**RE: Land Development Application #2018-D-04
Preliminary Plan - Proposed Redevelopment of 302-306 Lancaster Avenue**

Dear Neighbor,

By way of this letter, I wanted to notify you that we are currently in the Land Development process with Radnor Township to redevelop the properties located at 302 and 306 Lancaster Avenue. We have applied to Radnor Township to demolish the existing Sunoco Gas and Service Station and the BP Gas Station and Car Wash and combine the properties to construct a 4,736 square feet Retail Store and Gas Station. This project will significantly enhance the Southeast corner of Lancaster and Aberdeen Avenues from both an engineering and aesthetic standpoint, and the plans are currently available for public viewing in the Engineering Department at Radnor Township.

The Planning Commission will review these plans at a scheduled meeting on Monday November 5, 2018. The meeting will begin at 7:00 PM and be held in the Radnor Township Municipal Building located at 301 Iven Avenue, Wayne, PA 19087.

Sincerely,



Gary Karakelian
Wayne Property Acquisitions, Inc.

LACROCE NICOLE
2 ABERDEEN TERR
WAYNE, PA 19087

BARR WILLIAM & MARTHA
15 ABERDEEN TERR
WAYNE, PA 19087

RICHARDS FRANK GARRIGUES 3RD
427 ST DAVIDS AVE
ST DAVIDS, PA 19087

SCHMIEG DANIEL G & ANDREA L
447 ST DAVIDS AVE
WAYNE, PA 19087

LAN KEVIN & ELEANOR
456 ST DAVIDS AVE
WAYNE, PA 19087

BARIKOE FAMILY TRUST
P O BOX 484
BRYN MAWR, PA 19010

GRAY BRIAN & STACEY
442 ST DAVIDS AVE
WAYNE, PA 19087

THOMPSON JOSEPH E & SUSAN C
436 ST DAVIDS AVE
WAYNE, PA 19087

KUHN NANCY A
430 ST DAVIDS AVE
WAYNE, PA 19087

NOLL BRIAN
390 GENERAL WASHINGTON RD
WAYNE, PA 19087

THE SAINT DAVIDS TRUST
50 PARK ROW WEST #113
PROVIDENCE, RI 02903

MERRIMAN LORETTA & J FREDERICK
P O BOX 7357
ST DAVIDS, PA 19087

SPOFFORD VIRGINIA S
435 ST DAVIDS AVE
ST DAVIDS, PA 19087

MALCEIN MARK
460 ST DAVIDS AVE
WAYNE, PA 19087

ALLEN PAUL N & PAMELA J
454 ST DAVIDS AVE
WAYNE, PA 19087

MCGINLEY DOUGLAS M & CAROLYN G
444 ST DAVIDS AVE
WAYNE, PA 19087

BISSETT THOMAS M & DEBORAH C
220 ITHAN CREEK RD
VILLANOVA, PA 19085

ADE RYAN D
239 CHAMOUNIX RD
WAYNE, PA 19087

MORRIS DAVID W
295 W SWEDES FORD ROAD #170
WAYNE, PA 19087

BRIGHT KATHLEEN
308 PENNSYLVANIA AVE
WAYNE, PA 19087

MCCABE ROBERT & DOROTHY
443 ST DAVIDS AV
WAYNE, PA 19087

CHOI PETER B & CLARA H W
200 STERLINE PLACE - 3E
BROOKLYN, NY 11238

HAMMOND MADELINE D
441 ST DAVIDS AVE
ST DAVIDS, PA 19087

MESSLER MICHAEL & LESLIE
458 ST DAVIDS AVE
ST DAVIDS, PA 19087

KURTZ JAMES W
452 ST DAVIDS AVE
WAYNE, PA 19087

BREEN CAROLYN
444 ST DAVIDS AVE
WAYNE, PA 19087

SADLEIR THOMAS A III
438 ST DAVIDS AVE
WAYNE, PA 19087

ALBER ERIC M
432 ST DAVIDS AVE
WAYNE, PA 19087

FOLEY MARTHA A & STEPHEN L
304 PENNSYLVANIA AVE
WAYNE, PA 19087

428 ST DAVIDS LLC
260 CHAMOUNIX RD
ST DAVIDS, PA 19087

CELLUCCI EDNA HOBSON & JOHN H &
JOHN R
426 ST DAVIDS AVE
WAYNE, PA 19087

WINNEMORE LEWIS R & NORA A
309 PENNSYLVANIA AVE
WAYNE, PA 19087

LYNCH SHAWN & LORI
420 ST DAVIDS AVE
ST DAVIDS, PA 19087

GADOWIK BARBIS & MARQUARDT
MARGARET
418 ST DAVIDS AVE
WAYNE, PA 19087

SOUTH ANDREW P & CLARE L
412 ST DAVIDS AVE
WAYNE, PA 19087

MIRAGLIA JULIAN V & BETSY J
408 ST DAVIDS AVE
WAYNE, PA 19087

DISTEFANO ANTHONY ROCCO &
MELINDA A
402 ST DAVIDS AVE
WAYNE, PA 19087

HIRSCHLE SUSAN
213 N ABERDEEN AVE
WAYNE, PA 19087

KELLY JAMES J JR
401 EVERGREEN RD
KING OF PRUSSIA, PA 19406

SHERYL SUE LLC
4 PRINCETON RD
WAYNE, PA 19087

MILNAR MICHAEL J & JACKSON
MARGARET E
424 ST DAVIDS AVE
WAYNE, PA 19087

HALEY STEPHEN J & M LOUISE
422 ST DAVIDS AVE
WAYNE, PA 19087

THOMAS JENNIFER
80 CRESTLINE RD
STRAFFORD, PA 19087

LENNON PAUL & MARGARET M
416 ST DAVIDS AVE
WAYNE, PA 19087

MIRAGLIA JULIAN V & BETSY J
529 FAYETTE ST
CONSHOHOCKEN, PA 19428

MCNELIS STEPHEN & MARK
406 ST DAVIDS AVENUE
WAYNE, PA 19087

JAKIELASZEK JOHN J JR & DEBORAH E
1 ABERDEEN TERRACE
WAYNE, PA 19087

YOUNG JOCELYN
295 SWEDES FORD RD #159
WAYNE, PA 19087

201 ABERDEEN LP
P.O. BOX 428
VILLANOVA, PA 19085

REIMEL THEODORE L III
525 BROOKSIDE AVE
WAYNE, PA 19087

MORRIS DAVID W
295 SWEDES FORD RD #270
WAYNE, PA 19087

ANDEN MARIO L & PART
305 PENNSYLVANIA AVE
WAYNE, PA 19087

PATNIK MOLLY MARIE
301 PENNSYLVANIA AVE
WAYNE, PA 19087

ZHOU WEI & KE MIN
414 ST DAVIDS AVE
WAYNE, PA 19087

MIRAGLIA JULIAN V
529 FAYETTE ST
CONSHOHOCKEN, PA 19428

DOEMLING GREGORY A & AVERY
ASHLEE A
404 ST DAVIDS AVE
WAYNE, PA 19087

MAGUIRE DANIEL J & RYAN P
5 LONGWOOD DR
WAYNE, PA 19087

MCCLAIN GARY E & CHRISTINE E
P O BOX 236
CLAYTON, NJ 08312

210 N ABERDEEN ASSOCIATES LLC
124 E STATE ST
MEDIA, PA 19063

SMITH DAVID & SUZANNE E
212 N ABERDEEN AVE
WAYNE, PA 19087

DEMITIS DOMINIC JR
206 POPLAR AVE
WAYNE, PA 19087

TROSINI FULVIO & MILENA TRUSTEES
13 DEEPDALE RD
WAYNE, PA 19087

ROSEDON HOLDING CO LP
161 PENNSYLVANIA AVE
WAYNE, PA 19087

LAMENT ELIZABETH A
200 PENNSYLVANIA AVE
WAYNE, PA 19087

CALVARESE VINCENT L JR & JOANNE
121 CALVARESE LN
WAYNE, PA 19087

SMITH TRACEY
315 S VALLEY FORGE ROAD - B2
DEVON, PA 19333

TUDO ANDREW A & JOAN K
39 LOUELLA CT
WAYNE, PA 19087

BYRNE SUSAN
37 LOUELLA CT
WAYNE, PA 19087

PEREZ EMILIO & MARIA C
35 LOUELLA CT
WAYNE, PA 19087

EDGAR AMANDA J
33 LOUELLA CT
WAYNE, PA 19087

MUNGER CYNTHIA
31 LOUELLA CT
WAYNE, PA 19087

WAYNE HOTEL ASSOC LP
595 E LANCASTER AVE #303
ST DAVIDS, PA 19087

NOLAN PATRICK
27 LOUELLA CT
WAYNE, PA 19087

HARRIS KATHY/LEFKOWITZ M
420 MORRIS RD APT 102
WAYNE, PA 19087

REILLY JOHN H III & GILLIAN A
P O BOX 529
GLENSIDE, PA 19038

ONEIL MICHAEL & JEANNIE
217 E LANCASTER AVE
WAYNE, PA 19087

FLEMING CLIFFORD L & NANCY L
17 LOUELLA CT
WAYNE, PA 19087

EADEH FAMILY LTD PARTNERSHIP
511 OLD LANCASTER AVE #8
BERWYN, PA 19312

COWAN CORA K & CHARLES M II &
MICHAEL J & STEPHEN & MARGARET
195 E LANCASTER AVE
WAYNE, PA 19087

TURECK PAMELA & BRETT
2-4 LOUELLA CT
WAYNE, PA 19087

NEIGHBORHOOD LEAGUE SHOPS INC
8 LOUELLA CT
WAYNE, PA 19087

A & H PROPERTIES LLC
203 E LANCASTER AVE
WAYNE, PA 19087

DIMAIO SAVERIO A
1209 N ASHBROOKE DR
WEST CHESTER, PA 19380

EADEH FAMILY LIMITED PARTNERSHIP
511 OLD LANCASTER AVE #8
BERWYN, PA 19312

TEHRANI ROBEN & YOUNDA &
BENJAMIN CO PARTNERS
1820 N 69TH ST
PHILADELPHIA, PA 19151

ONEILL MICHAEL & JEANNIE
217 E LANCASTER AVE
WAYNE, PA 19087

219 LANCASTER HOLDINGS LLC
118 E 25TH STREET - 11TH FLR
NEW YORK, NY 10010

ENRICO WAYNE LP
795 E LANCASTER AVE
VILLANOVA, PA 19085

VASILADIS THEODORE & ANATOLI
30 N NEW ARDMORE AVE
BROOMALL, PA 19008

ENRICO WAYNE LP
795 E LANCASTER AVE #200
VILLANOVA, PA 19085

RADNOR TOWNSHIP
301 IVEN AVE
WAYNE, PA 19087

MASTROPIERI PAUL
137 ST ANDREWS DR
EGG HARBOR TWP, NJ 08234

MCKEE RAIHALL PRPERTIES LLC
436 INVERARAY RD
VILLANOVA, PA 19085

KIM YOUNG S & KWANG J
208 MIDLAND AVE
WAYNE, PA 19087

THE PET VILLAGE OF WAYNE LP
469 MARLBURIDGE RD
BRYN MAWR, PA 19010

LANCASTER WAYNE ASSOCIATES LP
763 W LANCASTER AVE #500
BRYN MAWR, PA 19010

LENWAYNE PROPERTIES LP
300 BARR HARBOR DR #460
CONSHOHOCKEN, PA 19428

EMERSON SCOTT R
407 E LANCASTER AVE
WAYNE, PA 19087

CAPERS JOHN G III & ANN B
407 MIDLAND AVE
WAYNE, PA 19087

THE BRYN MAWR TRUST CO
801 LANCASTER AVE
BRYN MAWR, PA 19010

RADNOR TWP
301 IVEN AVE
WAYNE, PA 19087

RADNOR TOWNSHIP
301 IVEN AVENUE
WAYNE, PA 19087

MCKEE RAIHALL PROPERTIES LLC
436 INVERARAY RD
VILLANOVA, PA 19085

7 ELEVEN INC
8111 WESTCHESTER
DALLAS, TX 75225

PHILA NATIONAL BANK C/O
CORESTATES FINANCIAL CORP
FC 1 1 18 7 PO BOX 7618
PHILADELPHIA, PA 19101

LEN WAYNE PROPERTIES
ONE S BROAD ST
PHILADELPHIA, PA 19107

BATEMAN GALLAGHER AMERICAN
LEGION POST 668
401 E LANCASTER AVE
WAYNE, PA 19087

EMERSON SCOTT
409 E LANCASTER AVE
WAYNE, PA 19087

404 ASSOCS A PA LTD PARTNERSHIP
1265 DRUMMERS LN STE 208
WAYNE, PA 19087

HEE MICHAEL E & PERRIN LYNNSEY A
401 MIDLAND AVENUE
WAYNE, PA 19087

MASTROPIERI PAUL
137 ST ANDREWS DR
EGG HARBOR TWP, NJ 08215

WAYNE HOTEL ASSOC
595 E LANCASTER AVE #303
ST DAVIDS, PA 19087

KATSANIS ELENI E & ELEFTHERIOS P
3811 ATLANTIC AVENUE
WILDWOOD, NJ 08260

MY SUNSHINE LLC
1901 LAFAYETTE RD
GLADWYNE, PA 19035

LANCASTER WAYNE ASSOCIATES LP
763 W LANCASTER AVE #250
BRYN MAWR, PA 19010

LEN WAYNE PROPERTIES
ONE S BROAD ST #1700
PHILADELPHIA, PA 19107

EMERSON SCOTT
407 E LANCASTER AVENUE
WAYNE, PA 19087

TUMOLA JOHN J & CHERYL GRAFF
411 MIDLAND AVENUE
WAYNE, PA 19087

NICHOLS HENRY O
403 MIDLAND AVE
ST DAVIDS, PA 19087

BERNABEO GLENN & ELIZABETH
327 MIDLAND AVE
WAYNE, PA 19087

BRYN MAWR TRUST CO C/O JOSEPH
REBEL - CONTROLLER
801 LANCASTER AVENUE
BRYN MAWR, PA 19010

HIGGINS DAVID P & JENNIFER H
323 MIDLAND AVE
WAYNE, PA 19087

THE BRYN MAWR TRUST CO
801 E LANCASTER AVE
BRYN MAWR, PA 19010

DOONER THOMAS A & JANE E
321 MIDLAND AVE
WAYNE, PA 19087

FOGEL LIMITED PARTNERSHIP
137 DORAL DR
BLUE BELL, PA 19422

BAUER ANDREW P & PATRICIA A
317 MIDLAND AVE
WAYNE, PA 19087

FOGEL EVELYN TRUST c/o JOYCE
GAMBURG TRUSTEE
137 DORAL DR
BLUE BELL, PA 19422

STERGE MARYLOUISE A
311 MIDLAND AVE
WAYNE, PA 19087

FINLEY DANIEL
309 MIDLAND AVE
WAYNE, PA 19087

GENTLE TOUCH INC
512 W KING RD
MALVERN, PA 19355

MCMANUS MICHAEL J
301 MIDLAND AVE
ST DAVIDS, PA 19087

KARAKELIAN GARABET & CONSTANCE
1747 SPRING HOUSE RD
CHESTER SPRINGS, PA 19425

ST KATHARINE OF SIENA
104 S ABERDEEN AVE
WAYNE, PA 19087

ST KATHARINE OF SIENA
104 S ABERDEEN AVE
WAYNE, PA 19087

MASCIANGELO ALBERT A JR
3 LIMEKILN DR
MALVERN, PA 19355

HARBOB LLC
2610 FRANKLIN AVE
BROOMALL, PA 19008

COSTELLO MARTIN P & DOROTHY E
12 LOCUST DR
MALVERN, PA 19355

GREGOR RICHARD M
4930 GLEN HOLLOW STREET
SUGAR LAND, TX 77479

JONES-CORREA MICHAEL A & DAVIDIS
MARIA M
219 MIDLAND AVE
WAYNE, PA 19087

JONES-CORREA MICHAEL A & DAVIDIS
MARIA M
219 MIDLAND AVE
WAYNE, PA 19087

STEARNS MARK E & MONA
503 CHAUMONT DR
VILLANOVA, PA 19085

SCHNAUFFER, JOHN P
128 BROOKE FARM RD
ST DAVIDS, PA 19087

JOME LLC
226 E LANCASTER AVE
WAYNE, PA 19087

KENT BRENDAN D & DYMOND AMY J
215 MIDLAND AVE
WAYNE, PA 19087

BOOKBINDER SAMUEL C IV & EILEEN W
213 MIDLAND AVE
WAYNE, PA 19087

RYAN TERRENCE R & VICTORIA R
211 MIDLAND AVE
WAYNE, PA 19087

WAYNE CENTER LP
216 E LANCASTER AVE
WAYNE, PA 19087

DESAI RONAK G & SANDHYA K
209 MIDLAND AVE
WAYNE, PA 19087

TWO FORTY ASSOC c/o TD BANK
380 WILLINGTON ST, TOWER B, 12th
FLR
LONDON, ON N6A454 - CANADA,

GAGLIARDI CHRISTOPHER P
207 MIDLAND AVE
WAYNE, PA 19087

CONNOR NATHANIEL W & ELIZABETH 205 MIDLAND AVE WAYNE, PA 19087	GARCIA ALBERT 203 MIDLAND AVE WAYNE, PA 19087	ST MARYS RECTORY 103 LOUELLA AVE WAYNE, PA 19087
MURDOCK JAMES D & CATHERINE 201 WINDERMERE AVE WAYNE, PA 19087	STERN SUSAN E 202 MIDLAND AVE WAYNE, PA 19087	EHART DANIEL 204 MIDLAND AVE WAYNE, PA 19087
FOOTE CATHERINE M 206 MIDLAND AVE WAYNE, PA 19087	LIBERT JOHN & ROSEMARY 211 WINDERMERE AVE WAYNE, PA 19087	ROE REBECCA & ALEXANDER 213 WINDERMERE AVE WAYNE, PA 19087
KIM YOUNG S & KWANG J 208 MIDLAND AVENUE WAYNE, PA 19087	SAVINI DANIEL J 210 MIDLAND AVE WAYNE, PA 19087	DECK HOWARD & ANNARITA 215 WINDERMERE AVE WAYNE, PA 19087
WOOD WILLIAM H & REBECCA W 212 MIDLAND AVE WAYNE, PA 19087	HAYES PAUL H & AGNES M 214 MIDLAND AVE WAYNE, PA 19087	GRAHAM STEPHEN P & NANCY E 217 WINDERMERE AVE WAYNE, PA 19087
ALDERFER R BRENT & DEIRDRE F 227 WINDERMERE AVE WAYNE, PA 19087	KORZEKWA KEN R & PERRONE ANDREA M 216 MIDLAND AVE WAYNE, PA 19087	YEARLEY DOUGLAS C JR & YEARLEY SUSAN S 301 ST DAVIDS RD ST DAVIDS, PA 19087
ENDERLE DAMIEN R & LISA M 300 MIDLAND AVE WAYNE, PA 19087	OTT LOUIS V III & DANA N 308 MIDLAND AVE WAYNE, PA 19087	GREGITIS JOHN & ROSE MARY 305 ST DAVDS RD WAYNE, PA 19087
PYLE DOUGLAS H & REBECCA G 310 MIDLAND AVENUE WAYNE, PA 19087	AYRES WARREN W & SUSAN W 314 MIDLAND AVE WAYNE, PA 19087	IACONE JOSEPH IACONE VIRGINIA R 313 ST DAVIDS RD WAYNE, PA 19087
WULFSOHN WILLIAM A & STEPHANIE A TRUSTEES 319 ST DAVIDS RD ST DAVIDS, PA 19087	PAGE L RODMAN III 318 MIDLAND AVENUE WAYNE, PA 19087	NOONE MICHAEL & BRENDA A 320 MIDLAND AVE WAYNE, PA 19087
WHITMORE WILLIAM C JR & JEANNE L 1 S WINDS LA MALVERN, PA 19355	LEHANE WILLIAM & CYNTHIA M 324 MIDLAND AVENUE ST DAVIDS, PA 19087	STROBECK MARK & COURTNEY ANNE 403 MEADOWBROOK AVE WAYNE, PA 19087

GEYELIN SUSAN H 323 ST DAVIDS RD WAYNE, PA 19087	MORTENSEN BRADLEY J 325 PEMBROKE AVE WAYNE, PA 19087	ELORTEGUI NAPOLEON T & GEORGIN, C 254 PEMBROKE AVE WAYNE, PA 19087
FRAZIER KIRSTEN S 250 PEMBROKE AVE WAYNE, PA 19087	BEERS MICHAEL F & SAMANTHA P 402 MIDLAND AVE WAYNE, PA 19087	CONGLETON JONATHAN P & CONNIE C 408 MIDLAND AVE WAYNE, PA 19087
BROWN ADAM & KRISTIN 407 ST DAVIDS RD WAYNE, PA 19087	FARBER JOHN & SUSAN R 239 PENNBROOK ROAD ST DAVIDS, PA 19087	MOORE GORDON P & BERGER SHELLY L 249 PEMBROKE AVE WAYNE, PA 19087
MOORE JEFFREY D & MICKELONIS KATHLEEN A 330 ST DAVIDS RD RADNOR, PA 19087	328 ST DAVIDS LLC 211 ORCHARD WAY WAYNE, PA 19087	SUBAK MICHAEL & BRIDGET 326 ST DAVIDS RD WAYNE, PA 19087
HURLEY JOHN G & ELLEN C 316 ST DAVIDS RD ST DAVIDS, PA 19087	GRECO MARK B & FARLEY FAITH A 201 S ABERDEEN AVE WAYNE, PA 19087	GALLAGHER THOMAS J III & COE MARY B 203 S ABERDEEN AVE ST DAVIDS, PA 19087
SPRAY CRAIG B & CONI J 205 S ABERDEEN AVE WAYNE, PA 19087	MUTSCHLER JEFFREY D & SUSAN F 246 UPLAND WAY WAYNE, PA 19087	MALENFANT MATTHEW & TERESA C 236 UPLAND WAY WAYNE, PA 19087
BLAZEY DOUGLAS R & ZEKAN JULIANNA J 215 UPLAND WAY WAYNE, PA 19087	LACASALE GREGORY T & ANNE JARRELL 225 UPLAND WAY WAYNE, PA 19087	TWITMYER ROBERT T 229 UPLAND WAY WAYNE, PA 19087
STUUT STEPHEN U & SUZANNE B 200 S ABERDEEN AVE WAYNE, PA 19087	FISCHER JOHN W & NANCY M 234 WINDERMERE AVE WAYNE, PA 19087	NEESON PETER J & MARLA D 230 WINDERMERE AVE WAYNE, PA 19087
SCHRAUDENBACH THOMAS & BARBARA 226 WINDERMERE AVENUE WAYNE, PA 19087	KIEFER HOWARD H & IRENE BROWN 222 WINDERMERE AVE WAYNE, PA 19087	STAHL PETER F 218 WINDERMERE AVE WAYNE, PA 19087
DILELLA DANIEL M & JENNIFER S 214 WINDERMERE AVE WAYNE, PA 19087	MCSHEA KEVIN M 210 WINDERMERE AVE WAYNE, PA 19087	SREBRO ALAN E 206 WINDERMERE RD WAYNE, PA 19087

40 LOUELLA CT HOLDING CO LP
110 GALLAGHER RD
WAYNE, PA 19087

CRORLEY JOHN G & PAULA R
40 LOUELLA CT - 1A
WAYNE, PA 19087

12 PWS

Name and Address of Sender

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation



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U.S. POSTAGE PAID
 SOUTHEASTERN, PA
 19399
 MAR 14 19
 AMOUNT
\$20.09
 R2304M112540-18

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee	Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)	
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PS Form 3877, February 2002 (Page 1 of 2)

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Name and Address of Sender

Check type of mail or service:

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- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
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- Return Receipt for Merchandise
- Signature Confirmation

Address (Name, Street, City, State, & ZIP Code)

Postage

Affix Stamp, Hen
(If issued, attach certificate of mailing or for additional copies of this bill)
Postmark and Date of Receipt



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U.S. POSTAGE PAID
SOUTHEASTERN, PA
MAR 14 19
AMOUNT
\$20.09
R2304M112540-18

Article Number	Postage	Fees	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
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Total Number of Pieces Listed by Sender

49

Total Number of Pieces Received at Post Office

49

Postmaster, Per (Name of receiving employee)

JTB

PS Form 3877, February 2002 (Page 1 of 2)

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Name and Address of Sender:



U.S. POSTAGE PAID
 SOUTHEASTERN, PA
 19399
 MAR 14 19
 AMOUNT
\$20.09
 R2304M112540-18

Check type of mail or service:

- Certified
- COD
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Affix Stamp
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Article Number	Address (Name, Street, City, State, & Zip Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.												
2.												
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Total Number of Pieces Listed by Sender: 49

Total Number of Pieces Received at Post Office: 49

Postmaster, Per (Name of receiving employee): JB

PS Form 3877, February 2002 (Page 1 of 2)

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Name and Address of Sender:



U.S. POSTAGE PAID
 SOUTHEASTERN, PA
 19395
 MAR 14 19
 AMOUNT
\$20.09
 R2304M112540-18

0000

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
 (If issued as a certificate of mail or for additional copies of this bill) Postmark and Date of Receipt:

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.												
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3.												
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Total Number of Pieces Listed by Sender: 49

Total Number of Pieces Received at Post Office: 49

Postmaster, Per (Name of receiving employee): [Signature]

See Privacy Act Statement on Reverse

Name and Address of Sender:



U.S. POSTAGE PAID
 SOUTHEASTERN, PA
 3999 19
 MAR 14
 AMOUNT
\$20.09
 R2304M112540-18

0000

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp
 (if issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt:

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												

Total Number of Pieces Listed by Sender: 49

Total Number of Pieces Received at Post Office: 49

Postmaster: Per (Name of receiving employee): SJS

Complete by Typewriter, Ink, or Ball Point Pen

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 19399
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\$8.20
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Article Number	Name and Address of Sender	Check type of mail or service: <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured	Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee	Affix Stamp Here <small>(If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt</small>	
																Address (Name, Street, City, State, & ZIP Code)
1.																
2.																
3.																
4.																
5.																
6.																
7.																
8.																

Total Number of Pieces Listed by Sender: 20

Total Number of Pieces Received at Post Office: 20

Postmaster, Per (Name of receiving employee): FB

PS Form 3877, February 2002 (Page 1 of 2)

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DEMITIS DOMINIC JR
206 POPLAR AVE
WAYNE, PA 19087

TROSINI FULVIO & MILENA TRUSTEES
13 DEEPPDALE RD
WAYNE, PA 19087

ROSEDON HOLDING CO LP
161 PENNSYLVANIA AVE
WAYNE, PA 19087

LAMENT ELIZABETH A
200 PENNSYLVANIA AVE
WAYNE, PA 19087

CALVARESE VINCENT L JR & JOANNE
121 CALVARESE LN
WAYNE, PA 19087

SMITH TRACEY
315 S VALLEY FORGE ROAD - B2
DEVON, PA 19333

TUDO ANDREW A & JOAN K
39 LOUELLA CT
WAYNE, PA 19087

BYRNE SUSAN
37 LOUELLA CT
WAYNE, PA 19087

PEREZ EMILIO & MARIA C
35 LOUELLA CT
WAYNE, PA 19087

EDGAR AMANDA J
33 LOUELLA CT
WAYNE, PA 19087

MUNGER CYNTHIA
31 LOUELLA CT
WAYNE, PA 19087

WAYNE HOTEL ASSOC LP
595 E LANCASTER AVE #303
ST DAVIDS, PA 19087

NOLAN PATRICK
27 LOUELLA CT
WAYNE, PA 19087

HARRIS KATHY/LEFKOWITZ M
420 MORRIS RD APT 102
WAYNE, PA 19087

REILLY JOHN H III & GILLIAN A
P O BOX 529
GLENSIDE, PA 19038

ONEIL MICHAEL & JEANNIE
217 E LANCASTER AVE
WAYNE, PA 19087

FLEMING CLIFFORD L & NANCY L
17 LOUELLA CT
WAYNE, PA 19087

EADEH FAMILY LTD PARTNERSHIP
511 OLD LANCASTER AVE #8
BERWYN, PA 19312

COWAN CORA K & CHARLES M II &
MICHAEL J & STEPHEN & MARGARET
195 E LANCASTER AVE
WAYNE, PA 19087

TURECK PAMELA & BRETT
2-4 LOUELLA CT
WAYNE, PA 19087

NEIGHBORHOOD LEAGUE SHOPS INC
8 LOUELLA CT
WAYNE, PA 19087

A & H PROPERTIES LLC
203 E LANCASTER AVE
WAYNE, PA 19087

DIMAIO SAVERIO A
1209 N ASHBROOKE DR
WEST CHESTER, PA 19380

EADEH FAMILY LIMITED PARTNERSHIP
511 OLD LANCASTER AVE #8
BERWYN, PA 19312

TEHRANI ROBEN & YOUNG &
BENJAMIN CO PARTNERS
1820 N 69TH ST
PHILADELPHIA, PA 19151

ONEILL MICHAEL & JEANNIE
217 E LANCASTER AVE
WAYNE, PA 19087

219 LANCASTER HOLDINGS LLC
118 E 25TH STREET - 11TH FLR
NEW YORK, NY 10010

ENRICO WAYNE LP
795 E LANCASTER AVE
VILLANOVA, PA 19085

VASILIADIS THEODORE & ANATOLI
30 N NEW ARDMORE AVE
BROOMALL, PA 19008

ENRICO WAYNE LP
795 E LANCASTER AVE #200
VILLANOVA, PA 19085

CELLUCCI EDNA HOBSON & JOHN H &
JOHN R
426 ST DAVIDS AVE
WAYNE, PA 19087

MILNAR MICHAEL J & JACKSON
MARGARET E
424 ST DAVIDS AVE
WAYNE, PA 19087

MORRIS DAVID W
295 SWEDES FORD RD #270
WAYNE, PA 19087

WINNEMORE LEWIS R & NORA A
309 PENNSYLVANIA AVE
WAYNE, PA 19087

HALEY STEPHEN J & M LOUISE
422 ST DAVIDS AVE
WAYNE, PA 19087

ANDEN MARIO L & PAR T
305 PENNSYLVANIA AVE
WAYNE, PA 19087

LYNCH SHAWN & LORI
420 ST DAVIDS AVE
ST DAVIDS, PA 19087

THOMAS JENNIFER
80 CRESTLINE RD
STRAFFORD, PA 19087

PATNIK MOLLY MARIE
301 PENNSYLVANIA AVE
WAYNE, PA 19087

GDOWIK BARBIS & MARQUARDT
MARGARET
418 ST DAVIDS AVE
WAYNE, PA 19087

LENNON PAUL & MARGARET M
416 ST DAVIDS AVE
WAYNE, PA 19087

ZHOU WEI & KE MIN
414 ST DAVIDS AVE
WAYNE, PA 19087

SOUTH ANDREW P & CLARE L
412 ST DAVIDS AVE
WAYNE, PA 19087

MIRAGLIA JULIAN V & BETSY J
529 FAYETTE ST
CONSHOHOCKEN, PA 19428

MIRAGLIA JULIAN V
529 FAYETTE ST
CONSHOHOCKEN, PA 19428

MIRAGLIA JULIAN V & BETSY J
408 ST DAVIDS AVE
WAYNE, PA 19087

MCNELIS STEPHEN & MARK
406 ST DAVIDS AVENUE
WAYNE, PA 19087

DOEMLING GREGORY A & AVERY
ASHLEE A
404 ST DAVIDS AVE
WAYNE, PA 19087

DISTEFANO ANTHONY ROCCO &
MELINDA A
402 ST DAVIDS AVE
WAYNE, PA 19087

JAKIELASZEK JOHN J JR & DEBORAH E
1 ABERDEEN TERRACE
WAYNE, PA 19087

MAGUIRE DANIEL J & RYAN P
5 LONGWOOD DR
WAYNE, PA 19087

HIRSCHLE SUSAN
213 N ABERDEEN AVE
WAYNE, PA 19087

YOUNG JOCELYN
295 SWEDES FORD RD #159
WAYNE, PA 19087

MCCLAIN GARY E & CHRISTINE E
P O BOX 236
CLAYTON, NJ 08312

KELLY JAMES J JR
401 EVERGREEN RD
KING OF PRUSSIA, PA 19406

201 ABERDEEN LP
P.O. BOX 428
VILLANOVA, PA 19085

210 N ABERDEEN ASSOCIATES LLC
124 E STATE ST
MEDIA, PA 19063

SHERYL SUE LLC
4 PRINCETON RD
WAYNE, PA 19087

REIMEL THEODORE L III
525 BROOKSIDE AVE
WAYNE, PA 19087

SMITH DAVID & SUZANNE E
212 N ABERDEEN AVE
WAYNE, PA 19087

LACROCE NICOLE
2 ABERDEEN TERR
WAYNE, PA 19087

THE SAINT DAVIDS TRUST
50 PARK ROW WEST #113
PROVIDENCE, RI 02903

MCCABE ROBERT & DOROTHY
443 ST DAVIDS AV
WAYNE, PA 19087

BARR WILLIAM & MARTHA
15 ABERDEEN TERR
WAYNE, PA 19087

MERRIMAN LORETTA & J FREDERICK
P O BOX 7357
ST DAVIDS, PA 19087

CHOI PETER B & CLARA H W
200 STERLINE PLACE - 3E
BROOKLYN, NY 11238

RICHARDS FRANK GARRIGUES 3RD
427 ST DAVIDS AVE
ST DAVIDS, PA 19087

SPOFFORD VIRGINIA S
435 ST DAVIDS AVE
ST DAVIDS, PA 19087

HAMMOND MADELINE D
441 ST DAVIDS AVE
ST DAVIDS, PA 19087

SCHMIEG DANIEL G & ANDREA L
447 ST DAVIDS AVE
WAYNE, PA 19087

MALCEIN MARK
460 ST DAVIDS AVE
WAYNE, PA 19087

MESSLER MICHAEL & LESLIE
458 ST DAVIDS AVE
ST DAVIDS, PA 19087

LAN KEVIN & ELEANOR
456 ST DAVIDS AVE
WAYNE, PA 19087

ALLEN PAUL N & PAMELA J
454 ST DAVIDS AVE
WAYNE, PA 19087

KURTZ JAMES W
452 ST DAVIDS AVE
WAYNE, PA 19087

BAKOE FAMILY TRUST
P O BOX 484
BRYN MAWR, PA 19010

MCGINLEY DOUGLAS M & CAROLYN G
444 ST DAVIDS AVE
WAYNE, PA 19087

BREEN CAROLYN
444 ST DAVIDS AVE
WAYNE, PA 19087

GRAY BRIAN & STACEY
442 ST DAVIDS AVE
WAYNE, PA 19087

BISSETT THOMAS M & DEBORAH C
220 ITHAN CREEK RD
VILLANOVA, PA 19085

SADLEIR THOMAS A III
438 ST DAVIDS AVE
WAYNE, PA 19087

THOMPSON JOSEPH E & SUSAN C
436 ST DAVIDS AVE
WAYNE, PA 19087

ADE RYAN D
239 CHAMOUNIX RD
WAYNE, PA 19087

ALBER ERIC M
432 ST DAVIDS AVE
WAYNE, PA 19087

KUHN NANCY A
430 ST DAVIDS AVE
WAYNE, PA 19087

MORRIS DAVID W
295 W SWEDES FORD ROAD #170
WAYNE, PA 19087

FOLEY MARTHA A & STEPHEN L
304 PENNSYLVANIA AVE
WAYNE, PA 19087

NOLL BRIAN
390 GENERAL WASHINGTON RD
WAYNE, PA 19087

BRIGHT KATHLEEN
308 PENNSYLVANIA AVE
WAYNE, PA 19087

428 ST DAVIDS LLC
260 CHAMOUNIX RD
ST DAVIDS, PA 19087

RADNOR TOWNSHIP
301 IVEN AVE
WAYNE, PA 19087

RADNOR TWP
301 IVEN AVE
WAYNE, PA 19087

MASTROPIERI PAUL
137 ST ANDREWS DR
EGG HARBOR TWP, NJ 08215

MASTROPIERI PAUL
137 ST ANDREWS DR
EGG HARBOR TWP, NJ 08234

RADNOR TOWNSHIP
301 IVEN AVENUE
WAYNE, PA 19087

WAYNE HOTEL ASSOC
595 E LANCASTER AVE #303
ST DAVIDS, PA 19087

MCKEE RAIHALL PRPERTIES LLC
436 INVERARAY RD
VILLANOVA, PA 19085

MCKEE RAIHALL PROPERTIES LLC
436 INVERARAY RD
VILLANOVA, PA 19085

KATSANIS ELENI E & ELEFThERIOS P
3811 ATLANTIC AVENUE
WILDWOOD, NJ 08260

KIM YOUNG S & KWANG J
208 MIDLAND AVE
WAYNE, PA 19087

7 ELEVEN INC
8111 WESTCHESTER
DALLAS, TX 75225

MY SUNSHINE LLC
1901 LAFAYETTE RD
GLADWYNE, PA 19035

THE PET VILLAGE OF WAYNE LP
469 MARLBIDGE RD
BRYN MAWR, PA 19010

PHILA NATIONAL BANK C/O
CORESTATES FINANCIAL CORP
FC 1 1 18 7 PO BOX 7618
PHILADELPHIA, PA 19101

LANCASTER WAYNE ASSOCIATES LP
763 W LANCASTER AVE #250
BRYN MAWR, PA 19010

LANCASTER WAYNE ASSOCIATES LP
763 W LANCASTER AVE #500
BRYN MAWR, PA 19010

LEN WAYNE PROPERTIES
ONE S BROAD ST
PHILADELPHIA, PA 19107

LEN WAYNE PROPERTIES
ONE S BROAD ST #1700
PHILADELPHIA, PA 19107

LENWAYNE PROPERTIES LP
300 BARR HARBOR DR #460
CONSHOHOCKEN, PA 19428

BATEMAN GALLAGHER AMERICAN
LEGION POST 668
401 E LANCASTER AVE
WAYNE, PA 19087

EMERSON SCOTT
407 E LANCASTER AVENUE
WAYNE, PA 19087

EMERSON SCOTT R
407 E LANCASTER AVE
WAYNE, PA 19087

EMERSON SCOTT
409 E LANCASTER AVE
WAYNE, PA 19087

TUMOLA JOHN J & CHERYL GRAFF
411 MIDLAND AVENUE
WAYNE, PA 19087

CAPERS JOHN G III & ANN B
407 MIDLAND AVE
WAYNE, PA 19087

404 ASSOCS A PA LTD PARTNERSHIP
1265 DRUMMERS LN STE 208
WAYNE, PA 19087

NICHOLS HENRY O
403 MIDLAND AVE
ST DAVIDS, PA 19087

THE BRYN MAWR TRUST CO
801 LANCASTER AVE
BRYN MAWR, PA 19010

HEE MICHAEL E & PERRIN LYNNSEY A
401 MIDLAND AVENUE
WAYNE, PA 19087

BERNABEO GLENN & ELIZABETH
327 MIDLAND AVE
WAYNE, PA 19087

BRYN MAWR TRUST CO C/O JOSEPH
REBEL - CONTROLLER
801 LANCASTER AVENUE
BRYN MAWR, PA 19010

HIGGINS DAVID P & JENNIFER H
323 MIDLAND AVE
WAYNE, PA 19087

THE BRYN MAWR TRUST CO
801 E LANCASTER AVE
BRYN MAWR, PA 19010

DOONER THOMAS A & JANE E
321 MIDLAND AVE
WAYNE, PA 19087

FOGEL LIMITED PARTNERSHIP
137 DORAL DR
BLUE BELL, PA 19422

BAUER ANDREW P & PATRICIA A
317 MIDLAND AVE
WAYNE, PA 19087

FOGEL EVELYN TRUST c/o JOYCE
GAMBURG TRUSTEE
137 DORAL DR
BLUE BELL, PA 19422

STERGE MARYLOUISE A
311 MIDLAND AVE
WAYNE, PA 19087

FINLEY DANIEL
309 MIDLAND AVE
WAYNE, PA 19087

GENTLE TOUCH INC
512 W KING RD
MALVERN, PA 19355

MCMANUS MICHAEL J
301 MIDLAND AVE
ST DAVIDS, PA 19087

KARAKELIAN GARABET & CONSTANCE
1747 SPRING HOUSE RD
CHESTER SPRINGS, PA 19425

ST KATHARINE OF SIENA
104 S ABERDEEN AVE
WAYNE, PA 19087

ST KATHARINE OF SIENA
104 S ABERDEEN AVE
WAYNE, PA 19087

MASCIANGELO ALBERT A JR
3 LIMEKILN DR
MALVERN, PA 19355

HARBOB LLC
2610 FRANKLIN AVE
BROOMALL, PA 19008

COSTELLO MARTIN P & DOROTHY E
12 LOCUST DR
MALVERN, PA 19355

GREGOR RICHARD M
4930 GLEN HOLLOW STREET
SUGAR LAND, TX 77479

JONES-CORREA MICHAEL A & DAVIDIS
MARIA M
219 MIDLAND AVE
WAYNE, PA 19087

JONES-CORREA MICHAEL A & DAVIDIS
MARIA M
219 MIDLAND AVE
WAYNE, PA 19087

STEARNS MARK E & MONA
503 CHAUMONT DR
VILLANOVA, PA 19085

SCHNAUFFER, JOHN P
128 BROOKE FARM RD
ST DAVIDS, PA 19087

JOME LLC
226 E LANCASTER AVE
WAYNE, PA 19087

KENT BRENDAN D & DYMOND AMY J
215 MIDLAND AVE
WAYNE, PA 19087

BOOKBINDER SAMUEL C IV & EILEEN W
213 MIDLAND AVE
WAYNE, PA 19087

RYAN TERRENCE R & VICTORIA R
211 MIDLAND AVE
WAYNE, PA 19087

WAYNE CENTER LP
216 E LANCASTER AVE
WAYNE, PA 19087

DESAI RONAK G & SANDHYA K
209 MIDLAND AVE
WAYNE, PA 19087

TWO FORTY ASSOC c/o TD BANK
380 WILLINGTON ST, TOWER B, 12th
FLR
LONDON, ON N6A454 - CANADA,

GAGLIARDI CHRISTOPHER P
207 MIDLAND AVE
WAYNE, PA 19087

CONNOR NATHANIEL W & ELIZABETH
205 MIDLAND AVE
WAYNE, PA 19087

GARCIA ALBERT
203 MIDLAND AVE
WAYNE, PA 19087

ST MARYS RECTORY
103 LOUELLA AVE
WAYNE, PA 19087

MURDOCK JAMES D & CATHERINE
201 WINDERMERE AVE
WAYNE, PA 19087

STERN SUSAN E
202 MIDLAND AVE
WAYNE, PA 19087

EHART DANIEL
204 MIDLAND AVE
WAYNE, PA 19087

FOOTE CATHERINE M
206 MIDLAND AVE
WAYNE, PA 19087

LIBERT JOHN & ROSEMARY
211 WINDERMERE AVE
WAYNE, PA 19087

ROE REBECCA & ALEXANDER
213 WINDERMERE AVE
WAYNE, PA 19087

KIM YOUNG S & KWANG J
208 MIDLAND AVENUE
WAYNE, PA 19087

SAVINI DANIEL J
210 MIDLAND AVE
WAYNE, PA 19087

DECK HOWARD & ANNARITA
215 WINDERMERE AVE
WAYNE, PA 19087

WOOD WILLIAM H & REBECCA W
212 MIDLAND AVE
WAYNE, PA 19087

HAYES PAUL H & AGNES M
214 MIDLAND AVE
WAYNE, PA 19087

GRAHAM STEPHEN P & NANCY E
217 WINDERMERE AVE
WAYNE, PA 19087

ALDERFER R BRENT & DEIRDRE F
227 WINDERMERE AVE
WAYNE, PA 19087

KORZEKWA KEN R & PERRONE ANDREA
M
216 MIDLAND AVE
WAYNE, PA 19087

YEARLEY DOUGLAS C JR & YEARLEY
SUSAN S
301 ST DAVIDS RD
ST DAVIDS, PA 19087

ENDERLE DAMIEN R & LISA M
300 MIDLAND AVE
WAYNE, PA 19087

OTT LOUIS V III & DANA N
308 MIDLAND AVE
WAYNE, PA 19087

GREGITIS JOHN & ROSE MARY
305 ST DAVIDS RD
WAYNE, PA 19087

PYLE DOUGLAS H & REBECCA G
310 MIDLAND AVENUE
WAYNE, PA 19087

AYRES WARREN W & SUSAN W
314 MIDLAND AVE
WAYNE, PA 19087

IACONE JOSEPH IACONE VIRGINIA R
313 ST DAVIDS RD
WAYNE, PA 19087

WULFSOHN WILLIAM A & STEPHANIE A
TRUSTEES
319 ST DAVIDS RD
ST DAVIDS, PA 19087

PAGE L RODMAN III
318 MIDLAND AVENUE
WAYNE, PA 19087

NOONE MICHAEL & BRENDA A
320 MIDLAND AVE
WAYNE, PA 19087

WHITMORE WILLIAM C JR & JEANNE L
1 S WINDS LA
MALVERN, PA 19355

LEHANE WILLIAM & CYNTHIA M
324 MIDLAND AVENUE
ST DAVIDS, PA 19087

STROBECK MARK & COURTNEY ANNE
403 MEADOWBROOK AVE
WAYNE, PA 19087

GEYELIN SUSAN H
323 ST DAVIDS RD
WAYNE, PA 19087

MORTENSEN BRADLEY J
325 PEMBROKE AVE
WAYNE, PA 19087

ELORTEGUI NAPOLEON T & GEORGINA
C
254 PEMBROKE AVE
WAYNE, PA 19087

FRAZIER KIRSTEN S
250 PEMBROKE AVE
WAYNE, PA 19087

BEERS MICHAEL F & SAMANTHA P
402 MIDLAND AVE
WAYNE, PA 19087

CONGLETON JONATHAN P & CONNIE C
408 MIDLAND AVE
WAYNE, PA 19087

BROWN ADAM & KRISTIN
407 ST DAVIDS RD
WAYNE, PA 19087

FARBER JOHN & SUSAN R
239 PENNBROOK ROAD
ST DAVIDS, PA 19087

MOORE GORDON P & BERGER SHELLEY
L
249 PEMBROKE AVE
WAYNE, PA 19087

MOORE JEFFREY D & MICKELONIS
KATHLEEN A
330 ST DAVIDS RD
RADNOR, PA 19087

328 ST DAVIDS LLC
211 ORCHARD WAY
WAYNE, PA 19087

SUBAK MICHAEL & BRIDGET
326 ST DAVIDS RD
WAYNE, PA 19087

HURLEY JOHN G & ELLEN C
316 ST DAVIDS RD
ST DAVIDS, PA 19087

GRECO MARK B & FARLEY FAITH A
201 S ABERDEEN AVE
WAYNE, PA 19087

GALLAGHER THOMAS J III & COE MARY
B
203 S ABERDEEN AVE
ST DAVIDS, PA 19087

SPRAY CRAIG B & CONI J
205 S ABERDEEN AVE
WAYNE, PA 19087

MUTSCHLER JEFFREY D & SUSAN F
246 UPLAND WAY
WAYNE, PA 19087

MALENFANT MATTHEW & TERESA C
236 UPLAND WAY
WAYNE, PA 19087

BLAZEY DOUGLAS R & ZEKAN JULIANNA
J
215 UPLAND WAY
WAYNE, PA 19087

LACASALE GREGORY T & ANNE JARRELL
225 UPLAND WAY
WAYNE, PA 19087

TWITMYER ROBERT T
229 UPLAND WAY
WAYNE, PA 19087

STUUT STEPHEN U & SUZANNE B
200 S ABERDEEN AVE
WAYNE, PA 19087

FISCHER JOHN W & NANCY M
234 WINDERMERE AVE
WAYNE, PA 19087

NEESON PETER J & MARLA D
230 WINDERMERE AVE
WAYNE, PA 19087

SCHRAUDENBACH THOMAS &
BARBARA
226 WINDERMERE AVENUE
WAYNE, PA 19087

KIEFER HOWARD H & IRENE BROWN
222 WINDERMERE AVE
WAYNE, PA 19087

STAHL PETER F
218 WINDERMERE AVE
WAYNE, PA 19087

DILELLA DANIEL M & JENNIFER S
214 WINDERMERE AVE
WAYNE, PA 19087

MCSHEA KEVIN M
210 WINDERMERE AVE
WAYNE, PA 19087

SREBRO ALAN E
206 WINDERMERE RD
WAYNE, PA 19087

CHOO WOONG KIL & MICHAEL Y &
CHOO SUSANNA S
100 IRON WORKS WAY #111
WAYNE, PA 19087

DREHER JANET H TRUSTEE
100 IRON WORKS WAY #112
WAYNE, PA 19087

OLSEN SUSAN G
100 IRON WORKS WAY #113
WAYNE, PA 19087

DOUGHERTY MICHAEL F
DOUGHERTY CATHERINE K
100 IRON WORKS WAY #114
WAYNE, PA 19087

RICHARD LARRY & DARCY LYNESS
100 IRON WORKS WAY #115
WAYNE, PA 19087

HAGER GEORGE V JR
100 IRON WORKS WAY #116
WAYNE, PA 19087

HILL GREGORY J TRUSTEE
HILL GREGORY J PERSONAL TRUST
100 IRON WORKS WAY #121
WAYNE, PA 19087

WEINTRAUB WILLIAM HENRY &
FRANEE A
100 IRON WORKS WAY #122
WAYNE, PA 19087

KRAFCEK ADAM B
100 IRON WORKS WAY #123
WAYNE, PA 19087

BOWLER PETER M
BOWLER COLLEEN M
300 IRON WORKS WAY #313
WAYNE, PA 19087

LENWAYNE PROPERTIES LP
c/o FIVE TOWER BRIDGE
100 IRON WORKS WAY #124
WAYNE, PA 19087

SCOWCROFT GEOFFREY L & LOIS M
100 IRON WORKS WAY #125
WAYNE, PA 19087

GARGER WALTER F & MICHELE
100 IRON WORKS WAY #126
WAYNE, PA 19087

OLIVER KIRK R & MARY C
100 IRON WORKS WAY #131
WAYNE, PA 19087

OBRIEN EDWARD D & JOANNE F
100 IRON WORKS WAY #132
WAYNE, PA 19087

ELDERKIN BENJAMIN B
100 IRON WORKS WAY #133
WAYNE, PA 19087

OLIVER KIRK R
OLIVER MARY C
100 IRON WORKS WAY #134
WAYNE, PA 19087

ROACH CHARLES G JR
ROACH NANCY O
100 IRON WORKS WAY #135
WAYNE, PA 19087

EVOLI LISA M
100 IRON WORKS WAY #136
WAYNE, PA 19087

RAWDEN CHRISTIAN
200 IRON WORKS WAY #211
WAYNE, PA 19087

RIZZO JOHN F & LYNNE M
200 IRON WORKS WAY #212
WAYNE, PA 19087

EMERSON SCOTT R
200 IRON WORKS WAY #213
WAYNE, PA 19087

BLOOM ANN YOUNG
200 IRON WORKS WAY #214
WAYNE, PA 19087

HAMM WILLIAM R & NORMA
200 IRON WORKS WAY #215
WAYNE, PA 19087

MMMM APARTMENT LLC
200 IRON WORKS WAY #216
WAYNE, PA 19087

WHITE MARK & DIANE
200 IRON WORKS WAY #221
WAYNE, PA 19087

BENSON MARYNELL F & JOHN F
200 IRON WORKS WAY #222
WAYNE, PA 19087

RACKEL EUGENE J & MICHAELA K
200 IRON WORKS WAY #223
WAYNE, PA 19087

BRUNO JULIA M
200 IRON WORKS WAY #224
WAYNE, PA 19087

GIACOMUZZI BARBARA JEAN
200 IRON WORKS WAY #225
WAYNE, PA 19087

VANN SANDRA J
200 IRON WORKS WAY #226
WAYNE, PA 19087

CARROLL BENEDICT L & CAROL
200 IRON WORKS WAY #232
WAYNE, PA 19087

ATKINS PAUL C & ELAINE S
200 IRON WORKS WAY #233
WAYNE, PA 19087

HILL MATTHEW W
200 IRON WORKS WAY #234
WAYNE, PA 19087

PAPPAS CHRISTOPHER D
200 IRON WORKS WAY #235
WAYNE, PA 19087

LENWAYNE PROPERTIES LP
c/o FIVE TOWER BRIDGE
200 IRON WORKS WAY #236
WAYNE, PA 19087

EMERSON SCOTT R
300 IRON WORKS WAY #311
WAYNE, PA 19087

KELLER ANDREW
300 IRON WORKS WAY #312
WAYNE, PA 19087

MCCULLEN WILLIAM L & SHARON B
300 IRON WORKS WAY #314
WAYNE, PA 19087

ANBARI KEVIN K
300 IRON WORKS WAY #315
WAYNE, PA 19087

LENWAYNE PROPERTIES LP
c/o FIVE TOWER BRIDGE
300 IRON WORKS WAY #316
WAYNE, PA 19087

ROBERTS DOUGLAS J & CYNTHIA S
300 IRON WORKS WAY #321
WAYNE, PA 19087

BRADLEY ANNE CHRISTINA & LLOYD
JOSEPH A
300 IRON WORKS WAY #322
WAYNE, PA 19087

GRAZIANO THOMAS H & JACQUELIN
300 IRON WORKS WAY #323
WAYNE, PA 19087

TERLIZZI CHRISTOPHER P & JANE BYRD
W
300 IRON WORKS WAY #324
WAYNE, PA 19087

OTT ANDREW DOUGLAS & MICHAEL
RYAN
300 IRON WORKS WAY #325
WAYNE, PA 19087

NORDEN GREGORY
300 IRON WORKS WAY #326
WAYNE, PA 19087

GLEASON HELEN
300 IRON WORKS WAY #331
WAYNE, PA 19087

DEMING PHILIP SCHUYLER & NANCY
JAMES
300 IRON WORKS WAY #332
WAYNE, PA 19087

STEVENS ROBERT L & SYDNEY D
300 IRON WORKS WAY #333
WAYNE, PA 19087

MCCAFFERTY JOHN J JR & REGINA
300 IRON WORKS WAY #334
WAYNE, PA 19087

MAUDE HAROLD E JR & CATHERINE K
300 IRON WORKS WAY #335
WAYNE, PA 19087

GHENG LESLIE C
300 IRON WORKS WAY #336
WAYNE, PA 19087

40 LOUELLA CT HOLDING CO LP
110 GALLAGHER RD
WAYNE, PA 19087

CRORLEY JOHN G & PAULA R
40 LOUELLA CT - 1A
WAYNE, PA 19087

Public Notifications Returned to Township as undeliverable for April 1, 2019 PC Meeting

Jaguar	WAWA	Penn Med
100 Iron Works Way #113	100 Iron Works Way #133	217 Ashwood Road
100 Iron Works Way #131	300 Iron Works Way #323	
100 Iron Works Way #133	100 Iron Works Way #131	
300 Iron Works Way #323	200 Iron Works Way #221	
300 Iron Works Way #313	200 Iron Works Way #212	
300 Iron Works Way #326	300 Iron Works Way #326	
200 Iron Works Way #212	300 Iron Works Way #313	
200 Iron Works Way #221	300 Iron Works Way #325	
100 Iron Works Way #126		
100 Iron Works Way #134		
1265 Drummers Lane Suite 208		
1 S Winds Lane		
200 Sterline Plce 3E, Brooklyn, NY 11238		

GENERAL NOTES

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL SUBCONTRACTORS FULLY AND COMPLETELY CONFORM TO AND COMPLY WITH THESE REQUIREMENTS.

- 1. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PLAN:
a) CONTROL POINT ASSOCIATES, INC. 2500 PLANNING AND DESIGN, INC.
1600 MANOR DRIVE, SUITE 100 1600 MANOR DRIVE, SUITE 100
CHALFONT, PA 18914 POTSDOWN, PA 19864
PREPARED FOR: WAWA, INC. PROJECT NO.: 2018-08-09 CAD FILE DWG
PROJECT NO.: 02-180015-00 DATED: 02-22-2018
LAST REVISED: 07-12-2018

2. REPORT OF GEOTECHNICAL INVESTIGATION BY WHITESTONE ASSOCIATES, INC. PREPARED FOR THE AUTOWASH GROUP, DATED JULY 25, 2017.
3. POST CONSTRUCTION STORMWATER MANAGEMENT REPORT BY BOHLER ENGINEERING PA LLC. PREPARED FOR WAYNE PROPERTY ACQUISITION INC., DATED JULY 13, 2018, LAST REVISED FEBRUARY 28, 2019

4. EQUITABLE OWNER/APPLICANT: WAYNE PROPERTY ACQUISITIONS INC.
1747 SPRINGHOUSE ROAD
CHESTER SPRINGS, PA 19125

5. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR MUST VERIFY THAT HE/SHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE. THIS IS CONTRACTOR'S RESPONSIBILITY.

6. ALL ACCESSIBLE ADA PARKING SPACES MUST BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA CODE (42 U.S.C. § 12101 et seq. AND 42 U.S.C. § 4151 et seq.)) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THE PROJECT IS TO BE CONSTRUCTED, AND ANY AND ALL AMENDMENTS TO BOTH WHICH ARE IN EFFECT WHEN THESE PLANS ARE COMPLETED.

7. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITS AUTHORITIES AND CONFIRMED THAT ALL NECESSARY OR REQUIRED PERMITS HAVE BEEN OBTAINED. CONTRACTOR MUST HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

8. THE OWNER/CONTRACTOR MUST BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

9. ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS AND CONDITIONS OF APPROVAL, AND ALL APPLICABLE REQUIREMENTS, RULES, REGULATIONS, STATUTORY REQUIREMENTS, CODES, LAWS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTION OVER THIS PROJECT.

10. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, DISCREPANCY OR AMBIGUITY, THE MORE STRINGENT REQUIREMENTS AND RECOMMENDATIONS CONTAINED IN THE PLANS AND THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR MUST NOTIFY THE ENGINEER, IN WRITING, OF ANY SUCH CONFLICT, DISCREPANCY OR AMBIGUITY BETWEEN THE GEOTECHNICAL REPORT AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

11. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO BOHLER ENGINEERING BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR MUST FIELD VERIFY EXISTING CONDITIONS AND NOTIFY BOHLER ENGINEERING, IN WRITING, IMMEDIATELY IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.

12. ALL DIMENSIONS SHOWN ON THE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR MUST NOTIFY ENGINEER, IN WRITING, OF ANY DISCREPANCIES, DISCREPANCIES, OR AMBIGUITIES WHICH EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. EXTRA COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR WORK WHICH HAS TO BE REDONE OR REPAIRED DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO CONTRACTOR GIVING ENGINEER WRITTEN NOTIFICATION OF SAME AND ENGINEER, THEREAFTER, PROVIDING CONTRACTOR WITH WRITTEN AUTHORIZATION TO PROCEED WITH SUCH ADDITIONAL WORK.

13. CONTRACTOR MUST REFER TO THE ARCHITECTURAL/BUILDING PLANS "OF RECORD" FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY LOCATIONS.

14. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR MUST COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE LATEST CIVIL PLANS AND THE LATEST ARCHITECTURAL PLANS INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE. CONTRACTOR MUST IMMEDIATELY NOTIFY OWNER, ARCHITECT AND BOHLER ENGINEERING, IN WRITING, OF ANY CONFLICTS, DISCREPANCIES OR AMBIGUITIES WHICH EXIST.

15. DEBRIS MUST NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) MUST BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ANY AND ALL GOVERNMENTAL AUTHORITIES WHICH HAVE JURISDICTION OVER THIS PROJECT OR OVER CONTRACTOR.

16. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING WHEN SHORING IS REQUIRED AND FOR INSTALLING ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT, NEARBY AND CONTIGUOUS STRUCTURES AND PROPERTIES.

17. THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN EITHER FOR AN INITIAL PHASE OF THE PROJECT OR AS PART OF THE FINAL CONDITION. CONTRACTOR IS RESPONSIBLE FOR TAKING ALL APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, UTILITIES, BUILDINGS, AND INFRASTRUCTURE WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA FOR THIRD PARTIES, PEDESTRIANS AND ANYONE INVOLVED IN THE PROJECT.

18. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. AND SHALL BEAR ALL COSTS ASSOCIATED WITH SAME TO INCLUDE, BUT NOT BE LIMITED TO, REVISION, RE-SURVEY, REPERMITTING AND CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR AND MUST REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION AND MUST BEAR ALL COSTS ASSOCIATED WITH SAME. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY MUST RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE CONDITIONS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION, AND IN ACCORDANCE WITH ALL APPLICABLE CODES, LAWS, RULES, REGULATIONS, STATUTORY REQUIREMENTS AND STATUTES. CONTRACTOR MUST BEAR ALL COSTS ASSOCIATED WITH SAME. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND TO NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

19. ALL CONCRETE MUST BE AIR ENTRAINED AND HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

20. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS, MEANS, TECHNIQUES OR PROCEDURES, GENERALLY OR FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES OR PROCEDURES FOR COMPLETION OF THE WORK DEPicted BOTH ON THESE PLANS, AND FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

21. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY. THE ENGINEER OF RECORD HAS NOT BEEN RETAINED TO PERFORM OR BE RESPONSIBLE FOR JOB SITE SAFETY, SAME BEING WHOLLY OUTSIDE OF ENGINEER'S SERVICES AS RELATED TO THE PROJECT. THE ENGINEER OF RECORD IS NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES, AT ANY TIME.

22. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKERS COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CG). ALL CONTRACTORS MUST HAVE THEIR OWN POLICIES ENDORSED TO NAME BOHLER ENGINEERING, AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS AS ADDITIONAL NAMED INSUREDS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNIFY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH BOHLER ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION AND FOR ONE YEAR AFTER THE COMPLETION OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS BOHLER ENGINEERING AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, INJURIES, CLAIMS, ACTIONS, PENALTIES, EXPENSES, PUNITIVE DAMAGES, TORT DAMAGES, STATUTORY CLAIMS, STATUTORY CAUSES OF ACTION, LOSSES, CAUSES OF ACTION, LIABILITIES OR COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR TO THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS, ALL CLAIMS BY THIRD PARTIES AND ALL CLAIMS RELATED TO THE PROJECT. CONTRACTOR MUST NOTIFY ENGINEER, IN WRITING, AT LEAST THIRTY (30) DAYS PRIOR TO ANY TERMINATION, SUSPENSION OR CHANGE OF ITS INSURANCE HEREUNDER.

23. BOHLER ENGINEERING WILL REVIEW OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS AND/OR TECHNIQUES OR PROCEDURES, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND BOHLER HAS NO RESPONSIBILITY OR LIABILITY FOR SAME HEREUNDER. BOHLER ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM MUST NOT INDICATE THAT BOHLER ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. BOHLER ENGINEERING WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT PROMPTLY AND IMMEDIATELY BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR. BOHLER ENGINEERING WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

24. NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER ENGINEERING, NOR THE PRESENCE OF BOHLER ENGINEERING AND/OR ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, OVERSEING, SUPERVISING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND COMPLIANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES WITH JURISDICTION OVER THE PROJECT AND/OR PROPERTY. BOHLER ENGINEERING AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY. BOHLER ENGINEERING SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND MUST BE NAMED AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE AS DESCRIBED ABOVE FOR JOB SITE SAFETY.

25. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND, FURTHER, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ENGINEER, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, IN ACCORDANCE WITH THESE NOTES HEREIN, FOR AND FROM ALL FEES, ATTORNEY'S FEES, DAMAGES, COSTS, JUDGMENTS, PENALTIES AND THE LIKE RELATED TO SAME.

26. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.V. OR ON SITE. THE COST FOR THIS ITEM MUST BE INCLUDED IN THE CONTRACTOR'S PRICE.

27. ALL SIGNING AND PAVEMENT STRIPING MUST CONFORM TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR LOCALLY APPROVED SUPPLEMENT.

28. ENGINEER IS NOT RESPONSIBLE FOR ANY INJURY OR DAMAGES RESULTING FROM CONTRACTORS FAILURE TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS. IF CONTRACTOR AND/OR OWNER FAIL TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS, CONTRACTOR SHALL JOINTLY AND SEVERALLY INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS.

29. OWNER MUST MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, IN STRICT ACCORDANCE WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND/OR DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, OWNER AGREES TO INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.

30. ALL DIMENSIONS MUST BE TO FACE OF CURB, EDGE OF PAVEMENT, OR EDGE OF BUILDING, UNLESS NOTED OTHERWISE.

31. ALL CONSTRUCTION AND MATERIALS MUST COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, LAWS, ORDINANCES, RULES AND CODES, AND ALL APPLICABLE OSHA REQUIREMENTS.

32. CONTRACTOR AND OWNER MUST INSTALL ALL ELEMENTS AND COMPONENTS IN STRICT COMPLIANCE WITH AND ACCORDANCE WITH MANUFACTURERS STANDARDS AND RECOMMENDED INSTALLATION CRITERIA AND SPECIFICATIONS. IF CONTRACTOR AND/OR OWNER FAIL TO DO SO, THEY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.

33. AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED APPLICATION DOCUMENTS PREPARED BY THE SIGNATORY PROFESSIONAL ENGINEER, THE USE OF THE WORDS CERTIFY OR CERTIFICATION CONSTITUTES AN EXPRESSION OF "PROFESSIONAL OPINION" REGARDING THE INFORMATION WHICH IS THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL KNOWLEDGE OR BELIEF AND IN ACCORDANCE WITH COMMON ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

34. A WB-50 VEHICLE IS THE LARGEST VEHICLE ANTICIPATED TO ACCESS THIS DEVELOPMENT FOR DELIVERIES.

35. WAWA WILL RESTRICT LARGE TRUCKS (WB-50) STORE DELIVERIES (LOADING AREA) DURING THE 7-9AM AND 4-6PM PEAK HOURS.

36. ACCORDANCE WITH THE APPROVED PLAN(S) AND DESIGN AND, FURTHER ENGINEER IS NOT RESPONSIBLE FOR ANY FAILURE TO SO MAINTAIN OR PRESERVE SITE AND/OR DESIGN FEATURES. IF OWNER FAILS TO MAINTAIN AND/OR PRESERVE ALL PHYSICAL SITE FEATURES AND/OR DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, OWNER AGREES TO INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.

37. ALL CONSTRUCTION AND MATERIALS MUST COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, LAWS, ORDINANCES, RULES AND CODES, AND ALL APPLICABLE OSHA REQUIREMENTS.

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41. WAWA WILL RESTRICT LARGE TRUCKS (WB-50) STORE DELIVERIES (LOADING AREA) DURING THE 7-9AM AND 4-6PM PEAK HOURS.

42. ACCORDANCE WITH THE APPROVED PLAN(S) AND DESIGN AND, FURTHER ENGINEER IS NOT RESPONSIBLE FOR ANY FAILURE TO SO MAINTAIN OR PRESERVE SITE AND/OR DESIGN FEATURES. IF OWNER FAILS TO MAINTAIN AND/OR PRESERVE ALL PHYSICAL SITE FEATURES AND/OR DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, OWNER AGREES TO INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.

43. ALL CONSTRUCTION AND MATERIALS MUST COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, LAWS, ORDINANCES, RULES AND CODES, AND ALL APPLICABLE OSHA REQUIREMENTS.

44. CONTRACTOR AND OWNER MUST INSTALL ALL ELEMENTS AND COMPONENTS IN STRICT COMPLIANCE WITH AND ACCORDANCE WITH MANUFACTURERS STANDARDS AND RECOMMENDED INSTALLATION CRITERIA AND SPECIFICATIONS. IF CONTRACTOR AND/OR OWNER FAIL TO DO SO, THEY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.

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49. ALL CONSTRUCTION AND MATERIALS MUST COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, LAWS, ORDINANCES, RULES AND CODES, AND ALL APPLICABLE OSHA REQUIREMENTS.

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51. AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED APPLICATION DOCUMENTS PREPARED BY THE SIGNATORY PROFESSIONAL ENGINEER, THE USE OF THE WORDS CERTIFY OR CERTIFICATION CONSTITUTES AN EXPRESSION OF "PROFESSIONAL OPINION" REGARDING THE INFORMATION WHICH IS THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL KNOWLEDGE OR BELIEF AND IN ACCORDANCE WITH COMMON ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

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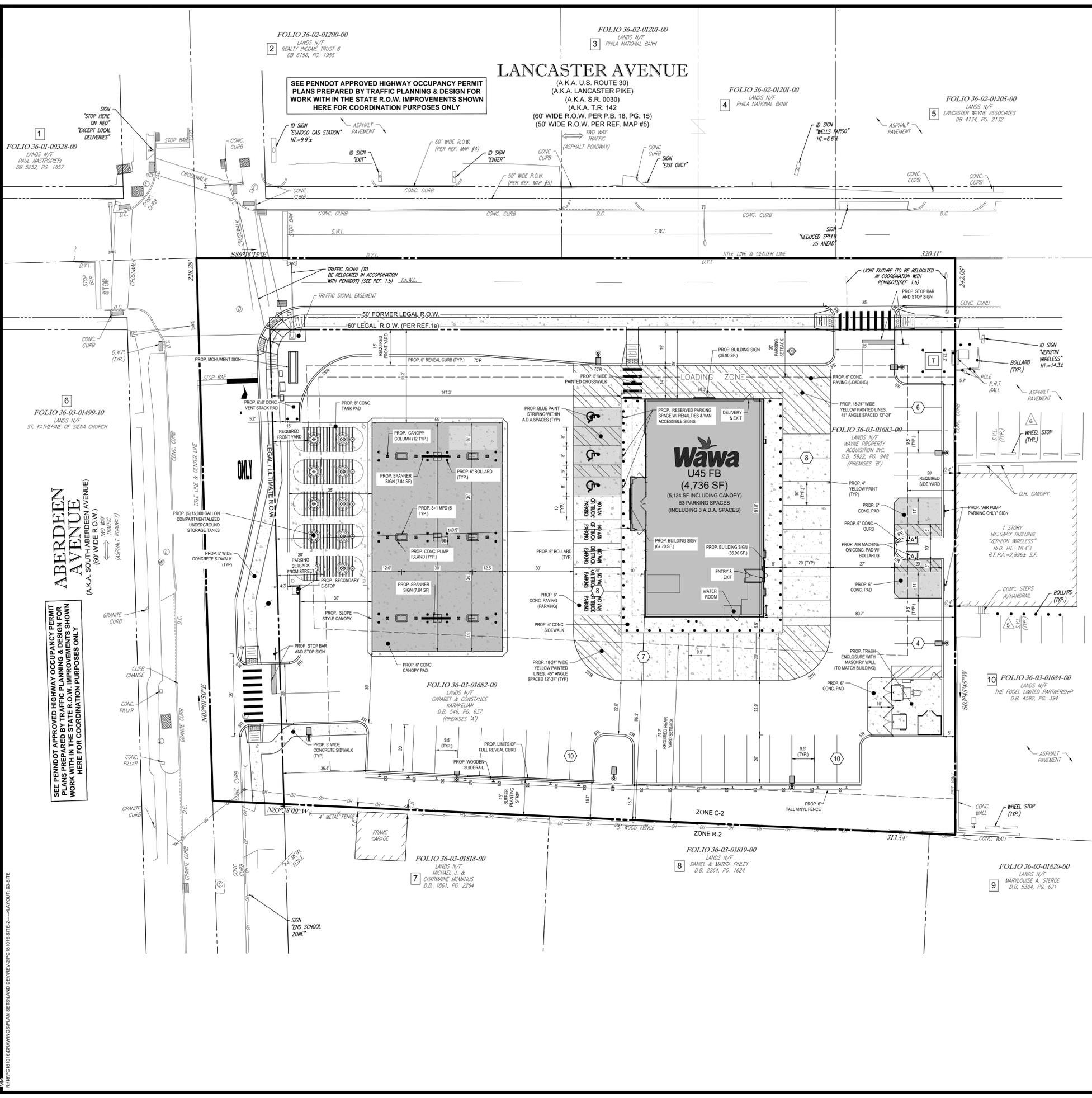
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SITE DATA

TOWNSHIP OF RADNOR, DELAWARE COUNTY, PA
ZONED: C-2 - GENERAL COMMERCIAL DISTRICT
LOT AREA (TO TITLE): 1.71 Ac.
- LEGAL/ULTIMATE ROW: 0.36 Ac.
LOT AREA (TO LEGAL/ULTIMATE ROW): 1.35 Ac.

SITE DESIGN REQUIREMENTS

REQUIREMENTS TAKEN FROM:
- THE RADNOR ZONING ORDINANCE, ENACTED 2/26/1974, AS AMENDED.
EXISTING ZONING: C-2 GENERAL COMMERCIAL DISTRICT
PROPOSED USES: RETAIL STORE (PERMITTED BY-RIGHT)

REQUIREMENTS	REQUIRED	EXISTING **	PROVIDED
MIN. LOT AREA (TO TITLE)	20,000 SF	74,384 SF (1.71 Ac.)	74,384 SF (1.71 Ac.)
MIN. LOT WIDTH @ BUILDING SETBACK LINE:	100.0 FEET	289.2 FEET	289.2 FEET
MIN. REQUIRED FRONT YARD:	15.0 FEET	LANCASTER AVE: 16.5 FEET ABERDEEN AVE: 35.8 FEET 9.9 FEET	ABERDEEN AVE: 27.9 FEET ABERDEEN AVE: 149.5 FEET 80.7 FEET
MIN. REQUIRED SIDE YARD:	20.0 FEET (ABUTTING COMMERCIAL) 30.0 FEET (ABUTTING RESIDENTIAL)	n/a	n/a
MIN. REQUIRED REAR YARD:	35.0 FEET or 35.0% OF LOT DEPTH (74.2 FEET) **	18.7 FEET	88.3 FEET
MIN. BUFFER TO RESIDENTIAL:	15.0 FEET	0.0 FEET	15.0 FEET
MAX. BUILDING COVERAGE***:	30.0%	13.8% (10,271 SF)	13.9% (10,404 SF)
MAX. LOT COVERAGE***:	70.0%	66.1% (48,160 SF)	63.7% (47,374 SF)
MAX. BUILDING HEIGHT:	35.0 FEET	<35.0 FEET	35.0 FEET
MAX. BUILDING DIMENSION:	160.0 FEET	84.7 FEET	91.8 FEET
MIN. PARKING SETBACK (TO STREET'S R.O.W.):	20.0 FEET (COMMERCIAL)	LANCASTER AVE: 6.2 FEET ABERDEEN AVE: 4.9 FEET LANCASTER AVE: N/A ABERDEEN AVE: N/A	LANCASTER AVE: 26.1 FEET ABERDEEN AVE: 27.7 FEET LANCASTER AVE: 15.0 FEET ABERDEEN: 147.3 FEET
MIN. LOADING SETBACK:	15.0 FEET	LANCASTER AVE: 3 ABERDEEN AVE: 2 LANCASTER AVE: 47.0 FEET ABERDEEN AVE: 31.2 FEET	LANCASTER AVE: 1 ABERDEEN: 1 LANCASTER AVE: 35.0 FEET ABERDEEN: 35.0 FEET
MAX. NUMBER OF DRIVEWAYS (PER 500 FEET OF FRONTAGE):	2		
MAX. DRIVEWAY WIDTH:	35.0 FEET		

- NOTES:**
- * LOT DEPTH TAKEN AT DEEPEST PART OF THE PROPERTY ALONG THE EASTERN PROPERTY LINE. 212.1 x 0.35 = 74.2 FEET.
 - ** SIGNAGE SHOWN ON THIS PLAN FOR COORDINATION PURPOSES ONLY & SHALL NOT BE CONSIDERED PART OF THE LAND DEVELOPMENT PLAN APPROVAL. SIGNAGE PERMIT AND ZONING APPLICATION REQUIRED FOR ALL SIGNAGE.
 - *** FOR THE PURPOSES OF CALCULATING THE EXISTING CONDITIONS, IT HAS BEEN ASSUMED THAT THE TWO LOTS HAVE BEEN CONSOLIDATED.
 - **** BUILDING AND IMPERVIOUS AREA PERCENTAGES CALCULATED AS RATIO OF BUILDING / IMPERVIOUS COVER WITHIN LEGAL / ULTIMATE R.O.W. TO THE TITLED LOT.

PARKING REQUIREMENTS
RETAIL: 1 SPACE / 200 SF + 1 SPACE / 2 EMPLOYEES (MAX. SHIFT)
5112 x 0.8 / 200 = 20.45 + 5 = 25.45 OR 26 SPACES
REQUIRED PARKING: 26 SPACES
PROVIDED PARKING: 53 SPACES (INCLUDING 3 ADA SPACES)

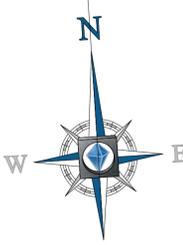
LOADING REQUIREMENTS
REQUIRED: (2,000 - 8,000 SF RETAIL) = 1 SPACE (12' x 30')
PROVIDED: 1 SPACE (14'0" x 68'3")

ADJACENT PROPERTY OWNER INFORMATION

LOT #	FOLIO NUMBER	LANDS N/F	OWNER	MAILING ADDRESS
1	36-01-00328-00	LANDS N/F	PAUL MASTROPieri	907 SEACREST RD, OCEAN CITY NJ 08226-4735
2	36-02-01200-00	LANDS N/F	REALTY INCOME TRUST G	11995 EL CAMINO REAL, SAN DIEGO, CA 92130
3	36-02-01201-00	LANDS N/F	PHILA NATIONAL BANK	301 MIDLAND AVE, WAYNE, PA 19087-4305
4	36-03-01683-00	LANDS N/F	WAYNE PROPERTY ACQUISITION INC	301 MIDLAND AVE, WAYNE, PA 19087-4305
5	36-03-01684-00	LANDS N/F	THE FOGEL LIMITED PARTNERSHIP	157 DORAL DR, BLUE BELL PA 19422-3258
6	36-03-01682-00	LANDS N/F	CARABET & CONSTANCE KARABEKIAN	309 MIDLAND AVE, WAYNE, PA 19087-4305
7	36-03-01818-00	LANDS N/F	MICHAEL J. & CHARISME MCMANUS	311 MIDLAND AVE, WAYNE, PA 19087-4305
8	36-03-01819-00	LANDS N/F	DANIEL & MARITA FINLEY	309 MIDLAND AVE, WAYNE, PA 19087-4305
9	36-03-01820-00	LANDS N/F	MARYLOUISE A. STERGE	309 MIDLAND AVE, WAYNE, PA 19087-4305

DRAWING LEGEND

	PROPERTY LINE
	LEGAL RIGHT-OF-WAY LINE
	ULTIMATE RIGHT-OF-WAY LINE
	ADJACENT PROPERTY LINE
	EXISTING EASEMENT
	PROPOSED DEPRESSED CURB
	PROPOSED CONCRETE PAVEMENT
	PROPOSED FENCE
	PROPOSED GUIDERAIL
	EXISTING SIGN
	EXISTING INLET
	EXISTING STORM MANHOLE
	EXISTING SANITARY MANHOLE
	EXISTING MANHOLE
	EXISTING UTILITY POLE
	EXISTING STREET LIGHT
	EXISTING TRAFFIC MAST ARM
	PROPOSED TRUNCATED DOMES
	PROPOSED PARKING COUNT
	PROPOSED SIGN
	PROPOSED AREA LIGHT
	PROPOSED TRANSFORMER
	PROPOSED FIRE HYDRANT
	PROPOSED ADA AREA



BOHLER ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING PROGRAM MANAGEMENT LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES
CONSTRUCTION MANAGEMENT

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 • PHILADELPHIA, PA
 • HARRISBURG, PA
 • WASHINGTON, DC
 • NEW YORK, NY
 • NEW JERSEY
 • NEW MEXICO
 • NORTH CAROLINA
 • SOUTH CAROLINA
 • TEXAS
 • VIRGINIA
 • WISCONSIN

REVISIONS

REV	DATE	COMMENT	BY
1	08/31/2018	PER DOT COMMENTS	MCM
2	02/28/2019	PER TWP COMMENTS	MCM

CALL BEFORE YOU DIG!

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

PAI
POCS SERIAL NUMBER
1-800-242-1776

NOT APPROVED FOR CONSTRUCTION

PROJECT No.: PC181016
DRAWN BY: MCM
CHECKED BY: EAB
DATE: 03/18/2019
SCALE: AS NOTED
CAD ID: PC181016 SITE-2

PRELIMINARY LAND DEVELOPMENT PLANS

FOR
WAYNE PROPERTY ACQUISITION INC.

ROUTE 30 (LANCASTER AVE) & ABERDEEN AVE
RADNOR TOWNSHIP
DELAWARE COUNTY, PA

BOHLER ENGINEERING

1600 MANOR DRIVE, SUITE 200
CHALFONT, PENNSYLVANIA 18914
Phone: (215) 996-9100
Fax: (215) 996-9102
www.BohlerEngineering.com

E.A. BRITZ

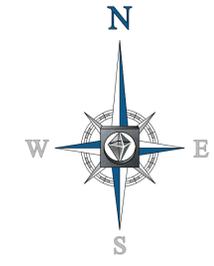
PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE NO. PE074843

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
3
OF 21

REVISION 2 - 2019.02.28

R:\PROJECTS\DRAWINGS\PLAN SETS\LAND DEV\REV\2019\20190228\30181016 SITE-2.dwg



FOLIO 36-02-01200-00
LANDS N/F
REALTY INCOME TRUST 6
DB 6156, PG. 1955

FOLIO 36-02-01201-00
LANDS N/F
PHILA NATIONAL BANK

FOLIO 36-02-01201-00
LANDS N/F
PHILA NATIONAL BANK

FOLIO 36-02-01205-00
LANDS N/F
LANCASTER WAYNE ASSOCIATES
DB 4134, PG. 2132

LANCASTER AVENUE

(A.K.A. U.S. ROUTE 30)
(A.K.A. LANCASTER PIKE)
(A.K.A. S.R. 0030)
(A.K.A. T.R. 142)
(60' WIDE R.O.W. PER P.B. 18, PG. 15)
(50' WIDE R.O.W. PER REF. MAP #5)

SEE PENNDOT APPROVED HIGHWAY OCCUPANCY PERMIT PLANS PREPARED BY TRAFFIC PLANNING & DESIGN FOR WORK WITH IN THE STATE R.O.W. IMPROVEMENTS SHOWN HERE FOR COORDINATION PURPOSES ONLY

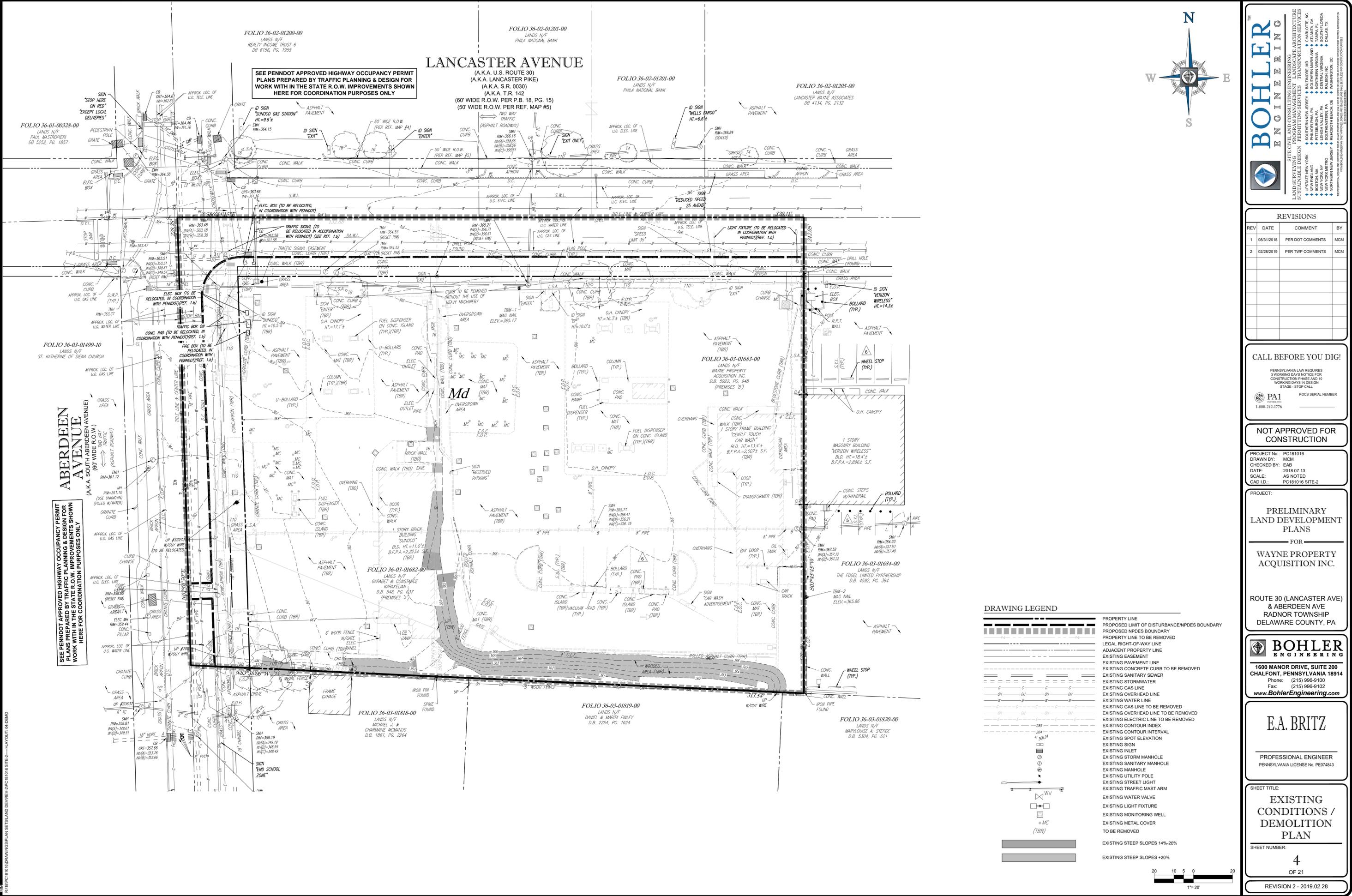
FOLIO 36-01-00328-00
LANDS N/F
PAUL MASTROPieri
DB 5252, PG. 1857

FOLIO 36-03-01499-10
LANDS N/F
ST. KATHERINE OF SIENA CHURCH

ABERDEEN AVENUE

(A.K.A. SOUTH ABERDEEN AVENUE)
(60' WIDE R.O.W.)

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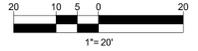
E.A. BRITZ
PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE NO. PE074843

SHEET TITLE:
EXISTING CONDITIONS / DEMOLITION PLAN

SHEET NUMBER:
4
OF 21
REVISION 2 - 2019.02.28

DRAWING LEGEND

- PROPERTY LINE
- PROPOSED LIMIT OF DISTURBANCE/PODS BOUNDARY
- PROPOSED NPDES BOUNDARY
- PROPERTY LINE TO BE REMOVED
- LEGAL RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- EXISTING PAVEMENT LINE
- EXISTING CONCRETE CURBS TO BE REMOVED
- EXISTING SANITARY SEWER
- EXISTING STORMWATER
- EXISTING GAS LINE
- EXISTING OVERHEAD LINE
- EXISTING WATER LINE
- EXISTING GAS LINE TO BE REMOVED
- EXISTING OVERHEAD LINE TO BE REMOVED
- EXISTING ELECTRIC LINE TO BE REMOVED
- EXISTING CONTOUR INDEX
- EXISTING CONTOUR INTERVAL
- EXISTING SPOT ELEVATION
- EXISTING SIGN
- EXISTING INLET
- EXISTING STORM MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING MANHOLE
- EXISTING UTILITY POLE
- EXISTING STREET LIGHT
- EXISTING TRAFFIC MAST ARM
- EXISTING WATER VALVE
- EXISTING LIGHT FIXTURE
- EXISTING MONITORING WELL
- EXISTING METAL COVER TO BE REMOVED
- EXISTING STEEP SLOPES 14%-20%
- EXISTING STEEP SLOPES +20%



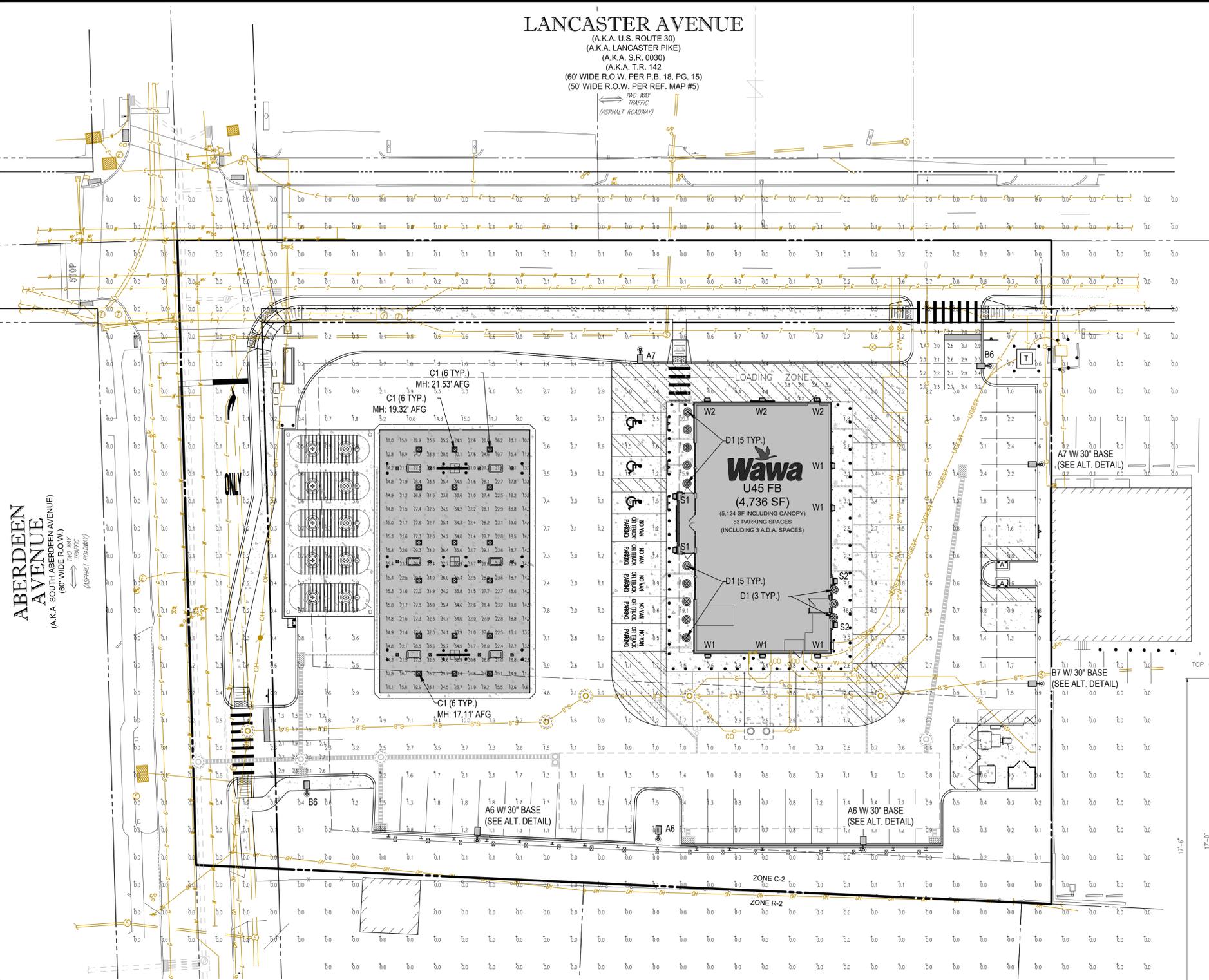
LANCASTER AVENUE

(A.K.A. U.S. ROUTE 30)
(A.K.A. LANCASTER PIKE)
(A.K.A. S.R. 0030)
(A.K.A. T.R. 142)

(60' WIDE R.O.W. PER P.B. 18, PG. 15)
(50' WIDE R.O.W. PER REF. MAP #5)

TWO WAY TRAFFIC (ASPHALT ROADWAY)

ABERDEEN AVENUE
(A.K.A. SOUTH ABERDEEN AVENUE)
(60' WIDE R.O.W.)
TWO WAY TRAFFIC (ASPHALT ROADWAY)



LIGHTING COMPLIANCE

- SALDO**
255-29 PARKING FACILITIES
- (18) ALL COMMON PARKING AREAS SHALL BE ADEQUATELY LIGHTED DURING AFTER-DARK OPERATING HOURS. ALL LIGHTED STANDARDS SHALL BE LOCATED ON RAISED PARKING ISLANDS AND NOT ON THE PARKING SURFACE. [COMPLIES]
- (19) ALL ARTIFICIAL LIGHTING USED TO ILLUMINATE ANY PARKING SPACE OR SPACES SHALL BE SO ARRANGED THAT NO DIRECT RAYS FROM SUCH LIGHTING SHALL FALL UPON ANY NEIGHBORING PROPERTY OR STREETS, NOR SHALL ANY HIGH BRIGHTNESS SURFACE OF THE LUMINAIRES BE VISIBLE FROM NEIGHBORING RESIDENTIAL PROPERTIES OR FROM A PUBLIC STREET. [COMPLIES]
- ZONING**
280-156 ACCESS AND HIGHWAY FRONTAGE
- E. ALL OUTSIDE LIGHTING, INCLUDING SIGN LIGHTING, SHALL BE DIRECTED IN SUCH A WAY AS NOT TO CREATE A NUISANCE IN ANY AGRICULTURAL, INSTITUTIONAL OR RESIDENTIAL DISTRICT, AND IN EVERY DISTRICT ALL SUCH LIGHTING SHALL BE ARRANGED SO AS TO PROTECT THE STREET OR HIGHWAY AND ADJOINING PROPERTY FROM DIRECT GLARE OR HAZARDOUS INTERFERENCE OF ANY KIND. ANY LUMINAIRE SHALL BE EQUIPPED WITH SOME TYPE OF GLARE SHIELDING DEVICE APPROVED BY THE TOWNSHIP ENGINEER. THE HEIGHT OF ANY LUMINAIRE SHALL NOT EXCEED 25 FEET. [COMPLIES]



GENERAL LIGHTING NOTES

- THIS PLAN IS TO BE UTILIZED FOR LIGHTING PURPOSES ONLY. ELECTRICAL ENGINEERING, INCLUDING, BUT NOT LIMITED TO, CIRCUITRY, CONDUIT, WIRING, AND ASSOCIATED SPECIFICATIONS, IS NOT WITHIN THE SCOPE OF THIS DOCUMENT.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE PROJECT ENGINEER (BOHLER) FOR REVIEW AND APPROVAL. SUBSTITUTION REQUESTS MUST BE ACCOMPANIED BY A HORIZONTAL PHOTOMETRIC STUDY DEMONSTRATING THAT THE FIXTURES IN QUESTION WILL MEET THE DESIGN INTENT OF THIS PLAN. SUBSTITUTION REQUESTS WITHOUT A PHOTOMETRIC STUDY WILL BE REJECTED.
- THIS LIGHTING PLAN DEPICTS PROPOSED SUSTAINED ILLUMINATION LEVELS CALCULATED USING DATA PROVIDED BY THE NOTED MANUFACTURERS. ACTUAL SUSTAINED SITE ILLUMINATION LEVELS AND PERFORMANCE OF LUMINAIRES MAY VARY DUE TO VARIATIONS IN WEATHER, ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, THE SERVICE LIFE OF EQUIPMENT AND LUMINAIRES AND OTHER RELATED VARIABLE FIELD CONDITIONS.
- THE LIGHTING VALUES AND CALCULATION POINTS DEPICTED ON THIS PLAN ARE ALL ANALYZED ON A HORIZONTAL GEOMETRIC PLANE AT ELEVATION ZERO (GROUND LEVEL) UNLESS OTHERWISE NOTED. THE VALUES DEPICTED ON THIS PLAN ARE IN FOOT-CANDELS.
- THE LUMINAIRES, LAMPS AND LENSES MUST BE REGULARLY INSPECTED/MAINTAINED TO ENSURE THAT THEY FUNCTION PROPERLY. THIS WORK SHOULD INCLUDE, BUT NOT BE LIMITED TO, FREQUENT VISUAL INSPECTIONS, CLEANING OF LENSES, AND RELAMPING ACCORDING TO MANUFACTURER RECOMMENDATIONS. FAILURE TO FOLLOW THE ABOVE STEPS COULD CAUSE THE LUMINAIRES FUNCTION IMPROPERLY.
- THIS LIGHTING PLAN IS INTENDED TO SHOW THE LOCATIONS AND TYPE OF LUMINAIRES, ONLY. POWER SYSTEM, CONDUITS, WIRING, VOLTAGES AND OTHER ELECTRICAL COMPONENTS ARE THE RESPONSIBILITY OF THE ARCHITECT, MEP AND/OR LIGHTING CONTRACTOR, AS INDICATED IN THE CONSTRUCTION CONTRACT DOCUMENTS. THESE ITEMS MUST BE INSTALLED AS REQUIRED BY STATE AND LOCAL REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR INSTALLING LIGHTING FIXTURES AND APPURTENANCES IN ACCORDANCE WITH ALL APPLICABLE BUILDING AND ELECTRICAL CODES AND ALL OTHER APPLICABLE RULES, REGULATIONS, LAWS AND STATUTES.
- CONTRACTOR MUST BRING TO THE DESIGNER'S ATTENTION, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, ANY LIGHT LOCATIONS THAT CONFLICT WITH DRAINAGE, UTILITIES, OR OTHER STRUCTURES.
- THE LIGHTING CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CONTRACTOR REQUIREMENTS INDICATED IN THE SITE PLAN, INCLUDING BUT NOT LIMITED TO, GENERAL NOTES, GRADING AND UTILITY NOTES, SITE SAFETY, AND ALL GOVERNMENTAL RULES, LAWS, ORDINANCES, REGULATIONS AND THE LIKE.
- UPON OWNER'S ACCEPTANCE OF THE COMPLETED PROJECT, THE OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, SERVICING, REPAIR AND INSPECTION OF THE LIGHTING SYSTEM AND ALL OF ITS COMPONENTS AND RELATED SYSTEMS, TO ENSURE ADEQUATE LIGHTING LEVELS ARE PRESENT AND FUNCTIONING AT ALL TIMES.
- THE LIGHT LOSS FACTORS (LLF) DEPICTED IN THE LUMINAIRE SCHEDULE ON THIS PLAN ARE BASED ON THE DATA PROVIDED BY THE MANUFACTURER FOR 100,000 HOUR PROJECTED LUMEN MAINTENANCE BASED ON TEST DATA FOLLOWING IES LM-80-08 TESTING METHODS. LIGHT LEVELS DEPICTED ON THIS PLAN ARE REFLECTIVE OF THE LLF NOTED.

REVISIONS

REV	DATE	COMMENT	BY
1	08/31/2018	PER DOT COMMENTS	MCM
2	02/28/2019	PER TWP COMMENTS	MCM

CALL BEFORE YOU DIG!

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

POCS SERIAL NUMBER

1-800-242-1776

NOT APPROVED FOR CONSTRUCTION

PROJECT No.: PC181016
DRAWN BY: MCM
CHECKED BY: EAB
DATE: 2018.07.13
SCALE: AS NOTED
CAD ID.: PC181016 LIGHT-2

PROJECT:
PRELIMINARY LAND DEVELOPMENT PLANS
FOR
WAYNE PROPERTY ACQUISITION INC.

ROUTE 30 (LANCASTER AVE) & ABERDEEN AVE
RADNOR TOWNSHIP
DELAWARE COUNTY, PA

BOHLER ENGINEERING
1600 MANOR DRIVE, SUITE 200
CHALFONT, PENNSYLVANIA 18914
Phone: (215) 996-9100
Fax: (215) 996-9102
www.BohlerEngineering.com

D.T. NORTH
REGISTERED LANDSCAPE ARCHITECT
PENNSYLVANIA LICENSE NO. LA002729

SHEET TITLE:
LIGHTING PLAN

SHEET NUMBER:
10
OF 21

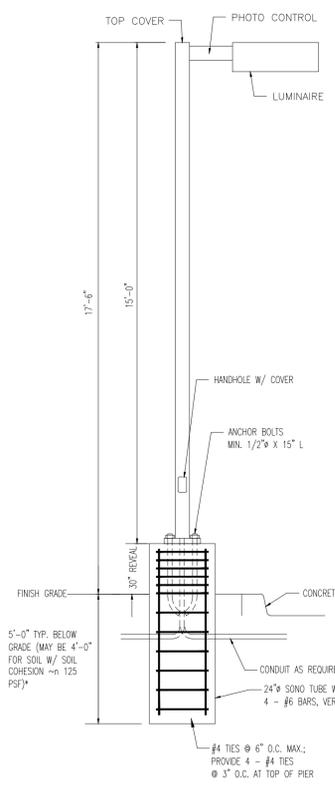
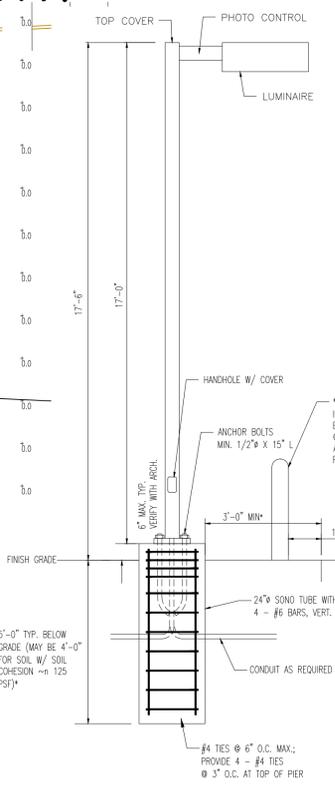
REVISION 2 - 2019.02.28

LUMINAIRE SCHEDULE

LABEL	QTY	MOUNTING HT.	ARRANGEMENT	TOTAL LAMP LUMENS	LLF	BUG RATING	DESCRIPTION
A6	3	17'-6" AFG	SINGLE	2988	0.920	81-UG-01	CREE LIGHTING, EDGE SERIES LED AREA LUMINAIRE, TYPE 3 WITH HOUSE SIDE SHIELD, ZERO UP-LIGHT (ARE-EDG-3MB-DA-04-E-WH-700-57K)
A7	2	17'-6" AFG	SINGLE	5983	0.920	81-UG-02	CREE LIGHTING, EDGE SERIES LED AREA LUMINAIRE, TYPE 3 WITH HOUSE SIDE SHIELD, ZERO UP-LIGHT (ARE-EDG-3MB-DA-04-E-WH-525-57K)
B6	2	17'-6" AFG	SINGLE	5460	0.920	81-UG-02	CREE LIGHTING, EDGE SERIES LED AREA LUMINAIRE, TYPE 4 WITH HOUSE SIDE SHIELD, ZERO UP-LIGHT (ARE-EDG-4MB-DA-04-E-WH-525-57K)
B7	1	17'-6" AFG	SINGLE	3220	0.920	81-UG-01	CREE LIGHTING, EDGE SERIES LED AREA LUMINAIRE, TYPE 4 WITH HOUSE SIDE SHIELD, ZERO UP-LIGHT (ARE-EDG-4MB-DA-04-E-WH-700-57K)
C1	18	VARIABLES SEE PLAN	SINGLE	10912	0.800	83-UG-01	CREE LIGHTING, 304 SERIES LED RECESSED CANOPY LUMINAIRE, TYPE SPARKLE PETROLEUM, ZERO UP-LIGHT (CAN-304-SL-RD-04-E-WH-525-57K)
D1	13	9'-0" AFF	SINGLE	1682	0.820	82-UG-00	CREE LIGHTING, KR8 SERIES LED SPECIFICATION DOWNLIGHT, ROUND 6", ZERO UP-LIGHT (KR8-2L-39x-x-KR1-SGGC-FF)
S1	2	7'-6" AFF	SINGLE	2011	0.900	80-UG-02	SCOTT ARCHITECTURAL LIGHTING, SP131 LED WALL SCONCE, ROUND 6" (SCOTT 89131-L23-30K-85)
S2	2	7'-6" AFF	SINGLE	1119	0.900	80-UG-01	SCOTT ARCHITECTURAL LIGHTING, SP130 LED WALL SCONCE, ROUND 6" (SCOTT 89130-WH-30K-85)
W1	5	15'-0" AFF	SINGLE	4210	0.920	81-UG-01	CREE LIGHTING, EDGE SERIES LED SECURITY WALL PACK LUMINAIRE, TYPE 3, ZERO UP-LIGHT (SEC-EDG-3M-WM-04-E-WH-350-57K)
W2	3	15'-0" AFF	SINGLE	3108	0.920	81-UG-01	CREE LIGHTING, EDGE SERIES LED SECURITY WALL PACK LUMINAIRE, TYPE 2, ZERO UP-LIGHT (SEC-EDG-3M-WM-02-E-WH-525-57K)

CALCULATION SUMMARY

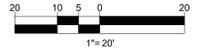
LABEL	CALCTYPE	UNITS	AVG	MAX	MIN	AVGMIN	MAXMIN
ALL POINTS	ILLUMINANCE	Fc	0.97	19.9	0.0	N.A.	N.A.
CANOPY	ILLUMINANCE	Fc	24.47	37.7	9.6	2.35	3.93
DELIVERY	ILLUMINANCE	Fc	3.66	4.4	2.7	1.36	1.30
ENTRANCES AND EXITS	ILLUMINANCE	Fc	2.06	2.9	1.3	1.58	2.23
PARKING	ILLUMINANCE	Fc	1.48	3.9	0.5	2.96	7.80



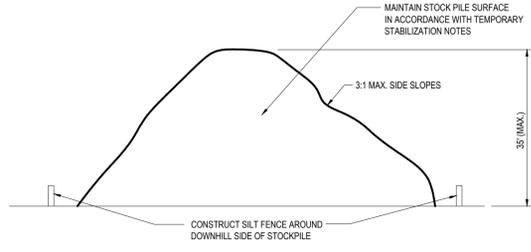
NOTE: THIS DETAIL IS NOT CERTIFIED. FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS CERTIFIED BY STRUCTURAL ENGINEER.

LIGHT POLE WITH STANDARD ANCHORING DETAIL

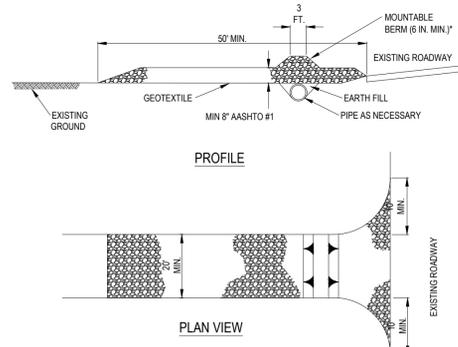
ALT. 30' LIGHT POLE WITH STANDARD ANCHORING DETAIL



R:\PROJECTS\1810\DRAWINGS\PLAN SETS\LAND DEV\REV2\PC181016 LIGHT-2 - LAYOUT 10 LIGHTING



TEMPORARY SOIL STOCKPILE DETAIL
SCALE: N.T.S. REV.: 2015.03.09



* MOUNTABLE BERM USED TO PROVIDE PROPER COVER FOR PIPE

NOTES:

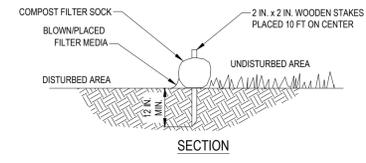
REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.

RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.

MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.

MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

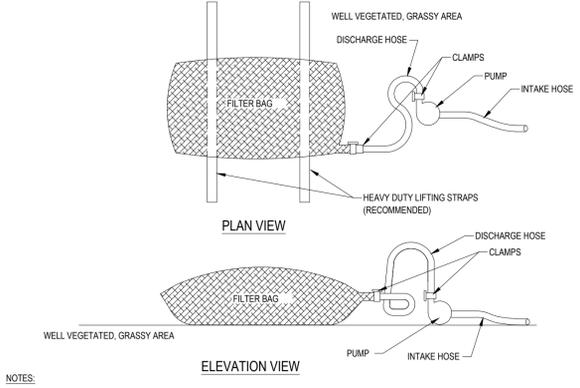
STANDARD CONSTRUCTION DETAIL #3-1
ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE



FILTREX NOTES:

- SOCK MATERIAL SHALL MEET THE STANDARDS OF PA DEP EROSION CONTROL MANUAL TABLE 4.1. COMPOST SHALL MEET THE STANDARDS OF PA DEP EROSION CONTROL MANUAL TABLE 4.2
- COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE SOCK SHALL BE EXTENDED AT LEAST EIGHT (8) FEET UP SLOPE AT 45° TO THE MAIN SOCK ALIGNMENT (PA DEP EROSION CONTROL MANUAL FIGURE 4.1).
- MAXIMUM SLOPE LENGTH ABOVE ANY SOCK SHALL NOT EXCEED THAT SHOWN ON PA DEP EROSION CONTROL MANUAL FIGURE 4.2. STAKES MAY BE INSTALLED IMMEDIATELY DOWNSLOPE OF THE SOCK IF SO SPECIFIED BY THE MANUFACTURER.
- TRAFFIC SHALL NOT BE PERMITTED TO CROSS FILTER SOCKS.
- ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES HALF THE ABOVE GROUND HEIGHT OF THE SOCK AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
- SOCKS SHALL BE INSTALLED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
- BIODEGRADABLE FILTER SOCKS SHALL BE REPLACED AFTER SIX (6) MONTHS. PHOTODEGRADABLE SOCKS AFTER ONE (1) YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
- UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

STANDARD CONSTRUCTION DETAIL #4-1
COMPOST FILTER SOCK
NOT TO SCALE



NOTES:

LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH, DOUBLE STITCHED "Y" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. HIGH VOLUME FILTER BAGS SHALL BE MADE FROM WOVEN GEOTEXTILES THAT MEET THE FOLLOWING STANDARDS:

PROPERTY	TEST METHOD	MINIMUM STANDARD
AVG. WIDE WIDTH STRENGTH	ASTM D-4884	60 LB/IN
GRAB TENSILE	ASTM D-4632	205 LB
PUNCTURE	ASTM D-4833	110 LB
MULLEN BURST	ASTM D-3786	350 PSI
UV RESISTANCE	ASTM D-4355	70%
AOS % RETAINED	ASTM D-4751	80 SIEVE

A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY REQUIRED FOR DISPOSAL PURPOSES SHALL BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME 1/2 FULL OF SEDIMENT. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED. BAGS SHALL BE PLACED ON STRAPS TO FACILITATE REMOVAL UNLESS BAGS COME WITH LIFTING STRAPS ALREADY ATTACHED.

BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%. FOR SLOPES EXCEEDING 5%, CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STEEPNESS.

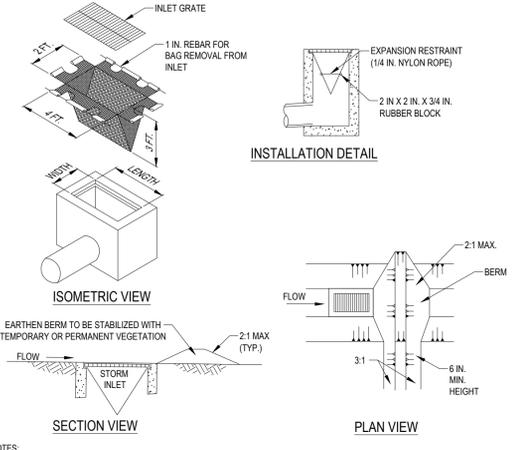
NO DOWNSLOPE SEDIMENT BARRIER IS REQUIRED FOR MOST INSTALLATIONS. COMPOST BERM OR COMPOST FILTER SOCK SHALL BE INSTALLED BELOW BAGS LOCATED IN HQ OR EV WATERSHEDS, WITHIN 50 FEET OF ANY RECEIVING SURFACE WATER OR WHERE GRASSY AREA IS NOT AVAILABLE.

THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.

THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.

FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.

STANDARD CONSTRUCTION DETAIL #3-10
PUMPED WATER FILTER BAG
NOT TO SCALE



NOTES:

MAXIMUM DRAINAGE AREA = 1/2 ACRE.

INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.

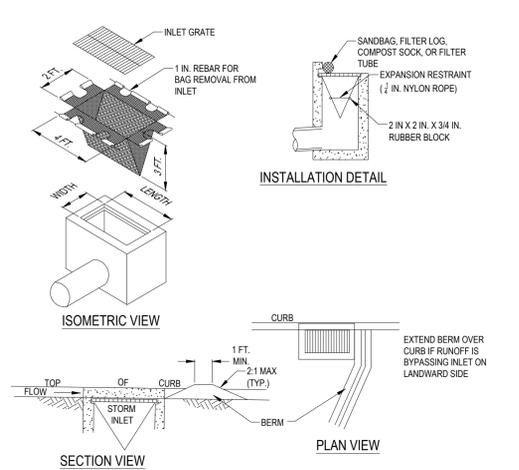
ROLLED EARTHEN BERM IN ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM ON ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. EARTHEN BERM IN CHANNEL SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED OR REMAIN PERMANENT.

AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS., A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.

INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.

DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.

STANDARD CONSTRUCTION DETAIL #4-16
FILTER BAG INLET PROTECTION - TYPE M INLET
NOT TO SCALE



NOTES:

MAXIMUM DRAINAGE AREA = 1/2 ACRE.

INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.

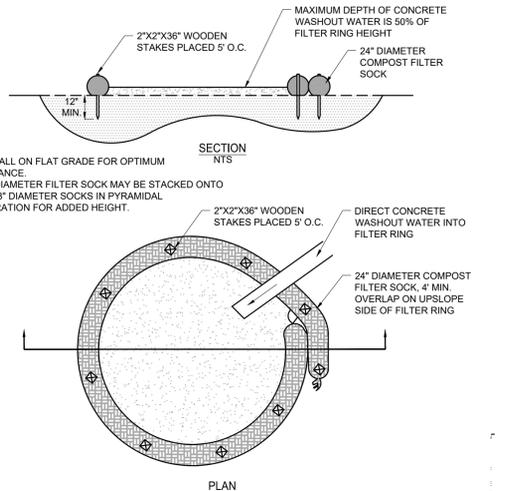
ROLLED EARTHEN BERM SHALL BE MAINTAINED UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. SIX INCH MINIMUM HEIGHT ASPHALT BERM SHALL BE MAINTAINED UNTIL ROADWAY SURFACE RECEIVES FINAL COAT.

AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS., A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.

INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE OF ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.

DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.

STANDARD CONSTRUCTION DETAIL #4-15
FILTER BAG INLET PROTECTION - TYPE C INLET
NOT TO SCALE

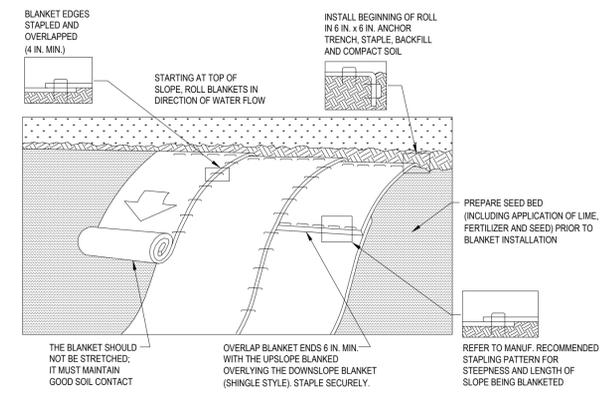


A SUITABLE IMPERVIOUS GEOMEMBRANE SHALL BE PLACED AT THE LOCATION OF THE WASHOUT PRIOR TO INSTALLING THE SOCKS.

CONCRETE WASHOUT NOTES:

- UNDER NO CIRCUMSTANCES MAY WASH WATER FROM THESE VEHICLES BE ALLOWED TO ENTER ANY SURFACE WATERS.
- WASHOUT FACILITIES SHOULD NOT BE PLACED WITHIN 50 FEET OF STORM DRAINS, OPEN DITCHES OR SURFACE WATERS.
- SHOULD BE A MINIMUM OF 10 FEET WIDE AND PROVIDE AT LEAST 12 INCHES OF FREEBOARD ABOVE THE LIQUID AND SOLID WASTE ANTICIPATED BETWEEN CLEANOUT INTERVALS.
- THE PIT SHOULD BE LINED WITH PLASTIC SHEETING OF AT LEAST 10-MIL THICKNESS (WITH NO HOLES OR TEARS) TO PREVENT LEACHING OF LIQUIDS INTO THE GROUND.
- ALL CONCRETE WASHOUT FACILITIES SHOULD BE INSPECTED DAILY. DAMAGED OR LEAKING WASHOUTS SHOULD BE DEACTIVATED AND REPAIRED OR REPLACED IMMEDIATELY.
- ACCUMULATED MATERIALS SHOULD BE REMOVED WHEN THEY REACH 75% CAPACITY.
- PLASTIC LINERS SHOULD BE REPLACED WITH EACH CLEANING OF THE WASHOUT FACILITY.

TYPICAL COMPOST SOCK WASHOUT INSTALLATION
SCALE: N.T.S.



NOTES:

SEED AND SOIL AMENDMENTS SHALL BE APPLIED ACCORDING TO THE RATES IN THE PLAN DRAWINGS PRIOR TO INSTALLING THE BLANKET.

PROVIDE ANCHOR TRENCH AT TOE OF SLOPE IN SIMILAR FASHION AS AT TOP OF SLOPE.

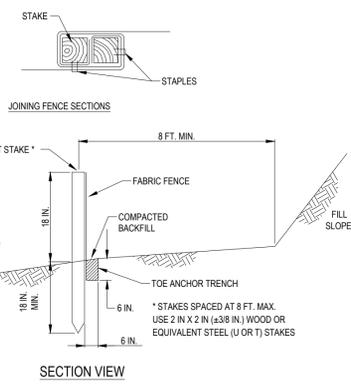
SLOPE SURFACE SHALL BE FREE OF ROCKS, CLOUDS, STICKS, AND GRASS.

BLANKET SHALL HAVE GOOD CONTINUOUS CONTACT WITH UNDERLYING SOIL THROUGHOUT ENTIRE LENGTH. LAY BLANKET LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH SOIL. DO NOT STRETCH BLANKET.

THE BLANKET SHALL BE STAPLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

BLANKETED AREAS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT UNTIL PERENNIAL VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% COVERAGE THROUGHOUT THE BLANKETED AREA. DAMAGED OR DISPLACED BLANKETS SHALL BE RESTORED OR REPLACED WITHIN 4 CALENDAR DAYS.

STANDARD CONSTRUCTION DETAIL #11-1
EROSION CONTROL BLANKET INSTALLATION
NOT TO SCALE



NOTES:

FABRIC SHALL HAVE THE MINIMUM PROPERTIES AS SHOWN IN TABLE 4.3 OF THE PA DEP EROSION CONTROL MANUAL.

FABRIC WIDTH SHALL BE 30 IN. MINIMUM. STAKES SHALL BE HARDWOOD OR EQUIVALENT STEEL (U OR T) STAKES.

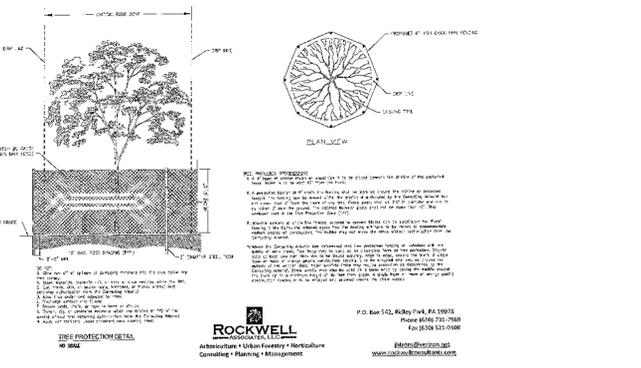
SILT FENCE SHALL BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE FENCE SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT.

SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH HALF THE ABOVE GROUND HEIGHT OF THE FENCE.

ANY SECTION OF SILT FENCE WHICH HAS BEEN UNDERMINED OR TOPPED SHALL BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET (STANDARD CONSTRUCTION DETAIL # 4-6).

FENCE SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN TRIBUTARY AREA IS PERMANENTLY STABILIZED.

STANDARD CONSTRUCTION DETAIL #4-7
STANDARD SILT FENCE (18" HIGH)
NOT TO SCALE



P.C.S.W.M. B.M.P. INSPECTION AND MAINTENANCE NOTES

1.) UNTIL THE SITE IS STABILIZED AND DURING THE CONSTRUCTION ACTIVITIES, ALL BMPs MUST BE MAINTAINED PROPERLY BY CONTRACTOR. ALL PERMANENT MAINTENANCE PROCEDURES SHALL BE PERFORMED BY THE DESIGNATED HOME OWNERS ASSOCIATION. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL BMPs AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN-OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENITING MUST BE PERFORMED IMMEDIATELY AND IN ACCORDANCE WITH THESE PROCEDURES, PLANS, AND DETAILS. ANY AREAS DISTURBED DURING MAINTENANCE MUST BE STABILIZED IMMEDIATELY IN ACCORDANCE WITH THE GENERAL CONSERVATION NOTES AND SPECIFICATIONS. ALL SITE INSPECTIONS MUST BE DOCUMENTED IN AN INSPECTION LOG KEPT FOR THIS PURPOSE INDICATING THE COMPLIANCE ACTIONS AND THE DATE, TIME AND NAME OF THE PERSON CONDUCTING THE INSPECTION. THE INSPECTION LOG MUST BE KEPT ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE DISTRICT UPON REQUEST.

2.) STORM WATER MANAGEMENT BASINS - BASINS SHALL BE INSPECTED FOR LITTER AND SEDIMENT ACCUMULATION ON AN ANNUAL BASIS OR AS DIRECTED BY THE TOWNSHIP ENGINEER. NEEDED MAINTENANCE SHOULD BE INITIATED IMMEDIATELY AFTER THE INSPECTION. THE LITTER AND SEDIMENT MUST BE REMOVED TO RESTORE DESIGN CAPACITIES. THE LITTER AND SEDIMENT SHALL BE DISPOSED OF IN AN APPROVED MANNER AND IN ACCORDANCE WITH APPLICABLE STATE REGULATIONS. ANY AREAS DISTURBED DURING MAINTENANCE MUST BE STABILIZED IMMEDIATELY IN ACCORDANCE WITH THE GENERAL CONSERVATION NOTES AND SPECIFICATIONS.

3.) WATER QUALITY (WQ) INLETS - WATER QUALITY INLETS SHALL BE INSPECTED FOR LITTER AND SEDIMENT ACCUMULATION ON AN ANNUAL BASIS OR AS DIRECTED BY THE TOWNSHIP ENGINEER. NEEDED MAINTENANCE SHOULD BE INITIATED IMMEDIATELY AFTER THE INSPECTION. THE LITTER AND SEDIMENT MUST BE REMOVED TO RESTORE DESIGN CAPACITIES AND FILTERING CAPABILITIES. THE LITTER AND SEDIMENT SHALL BE DISPOSED OF IN AN APPROVED MANNER AND IN ACCORDANCE WITH APPLICABLE STATE REGULATIONS. SEE MANUFACTURERS SPECIFICATIONS FOR OTHER PERTINENT RECOMMENDATIONS PROVIDED BY THE MANUFACTURER REGARDING MAINTENANCE OF THE DEVICES

4.) SWALES - SWALES SHALL BE INSPECTED FOR EROSION AND/OR SEDIMENT ACCUMULATION ON AN ANNUAL BASIS, AFTER A SIGNIFICANT RUNOFF EVENT OR AS DIRECTED BY THE TOWNSHIP ENGINEER. NEEDED MAINTENANCE SHOULD BE INITIATED IMMEDIATELY AFTER THE INSPECTION. AREAS OF EROSION SHALL BE REGRADED AND STABILIZED AND SEDIMENT MUST BE REMOVED TO RESTORE DESIGN CAPACITIES. ANY REMOVED SEDIMENT SHALL BE DISPOSED OF IN AN APPROVED MANNER AND IN ACCORDANCE WITH APPLICABLE STATE REGULATIONS. ALL AREAS DISTURBED DURING MAINTENANCE MUST BE STABILIZED IMMEDIATELY IN ACCORDANCE WITH THE GENERAL CONSERVATION NOTES AND SPECIFICATIONS.

5.) STORM DRAINAGE SYSTEMS - THE STORM WATER MANAGEMENT FACILITIES INCLUDING THE INLETS, STORM WATER PIPING, SWALES, AND BASINS ON THIS SITE SHALL BE MAINTAINED IN PROPER WORKING ORDER IN ACCORDANCE WITH THESE PLANS AND PER THE RECOMMENDATION OF THE STRUCTURE(S) MANUFACTURER(S). MAINTENANCE OF THESE STORM WATER MANAGEMENT FACILITIES, AS NOTED BELOW, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) UPON WHOSE PROPERTY THE FACILITIES ARE LOCATED.

6.) ALL ON-SITE INLETS, MANHOLES, AND STORM WATER PIPING SHALL BE CLEARED OF DEBRIS EVERY THREE (3) MONTHS OR WHEN ACCUMULATION HINDERS OPERATION OF THE FACILITY.

7.) ALL SEDIMENT/DEBRIS/OIL REMOVED FROM THE STORM WATER MANAGEMENT SYSTEM SHALL BE DISPOSED PER LOCAL, STATE, AND FEDERAL STANDARDS.

8.) SHOULD ON-SITE EROSION OCCUR FROM THE LANDSCAPED AREAS, SOURCE OF EROSION SHALL BE IMMEDIATELY STABILIZED AND THE INLETS, MANHOLES, AND STORM WATER PIPING SHALL BE CHECKED FOR ACCUMULATION AND CLEARED IF ACCUMULATION OF SEDIMENT EXISTS.

GENERAL SEQUENCING NOTES FOR P.C.S.W.M. B.M.P.s

1.) A SITE INSPECTION AND APPROVAL BY THE DELAWARE COUNTY CONSERVATION DISTRICT IS REQUIRED PRIOR TO THE REMOVAL OR CONVERSION OF SEDIMENT BASINS AND TRAPS.

2.) BOHLER ENGINEERING PA, LLC SHALL BE NOTIFIED OF PRE-CONSTRUCTION MEETING DATE AND BMP CONSTRUCTION SCHEDULE.

3.) THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO LIMIT THE COMPACTION IN THE PROPOSED B.M.P. BOTTOMS.

4.) INFILTRATION TESTING SHALL BE CONDUCTED UPON SEDIMENT BASIN CONVERSION TO ENSURE THE INFILTRATION RATES HAVE NOT BEEN COMPROMISED DURING CONSTRUCTION.

5.) REFER TO THE BMP CONSTRUCTION DETAILS FOR THE CONSTRUCTION OF ALL PROPOSED STORMWATER MANAGEMENT INFILTRATION/WATER QUALITY BMPs.

6.) REFER TO THE PCSWM PLAN AND DETAILS FOR SPECIFIC BMP CONSTRUCTION GUIDELINES.

7.) AS-BUILT PLANS OF THE STORMWATER BMPs FOR EACH PROJECT PHASE SHALL BE PROVIDED WITHIN SIX MONTHS FOLLOWING THE COMPLETION OF EACH PHASE. THE AS-BUILT PLANS SHALL BE SIGNED AND SEALED BY A PA REGISTERED PROFESSIONAL ENGINEER.

8.) A NOTICE OF TERMINATION (NOT) WILL BE REQUIRED TO BE SUBMITTED FOLLOWING APPROVAL OF THE FINAL AS-BUILT PLANS. PRIOR TO ACCEPTING THE NOT, THE DEPARTMENT AND/OR CONSERVATION DISTRICT STAFF WILL PERFORM A FINAL INSPECTION TO ENSURE SITE STABILIZATION AND VERIFY ADEQUATE INSTALLATION AND FUNCTION OF STORMWATER BMPs.

MANAGED RELEASE SYSTEM INSPECTION AND MAINTENANCE NOTES

MANAGED RELEASE SYSTEM - MANAGED RELEASE SYSTEMS SHALL BE INSPECTED FOR EROSION AND/OR SEDIMENT ACCUMULATION ON AN ANNUAL BASIS. AFTER A SIGNIFICANT RUNOFF EVENT OR AS DIRECTED BY THE TOWNSHIP ENGINEER, NEEDED MAINTENANCE SHOULD BE INITIATED IMMEDIATELY AFTER THE INSPECTION. AREAS OF EROSION SHALL BE STABILIZED AND SEDIMENT MUST BE REMOVED TO RESTORE DESIGN CAPACITIES. ANY REMOVED SEDIMENT SHALL BE DISPOSED OF IN AN APPROVED MANNER AND IN ACCORDANCE WITH APPLICABLE STATE REGULATIONS. ALL AREAS DISTURBED DURING MAINTENANCE MUST BE STABILIZED IMMEDIATELY IN ACCORDANCE WITH THE GENERAL CONSERVATION NOTES AND SPECIFICATIONS.

CRITICAL STAGES

LISTED BELOW ARE THE CRITICAL STAGES OF CONSTRUCTION. AN IMMEDIATE INSPECTION SHALL BE CONDUCTED BY A QUALIFIED SITE REPRESENTATIVE, WHERE UPON THE BUCKS COUNTY CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING.

- CONSTRUCTION MANAGED RELEASE BASIN
- INSTALLATION ON WATER QUALITY FILTERS
- INSTALLATION OF MANAGED RELEASE FILTER MEDIA IN UNDERGROUND BASIN OUTLET STRUCTURES
- INSTALLATION OF NATIVE AND ADAPTIVE SPECIES FOR LANDSCAPE RESTORATION BMP

P.C.S.W.M. SUPPLEMENTAL NOTES

GENERAL PCSM PLANNING AND DESIGN §102.8(f)(7)

1. THE FOLLOWING MEASURES WERE TAKEN TO PRESERVE THE INTEGRITY OF STREAM CHANNELS AND TO MAINTAIN AND PROTECT THE PHYSICAL, BIOLOGICAL, AND CHEMICAL QUALITIES OF THE RECEIVING STREAM:
 - DIRECT RUNOFF FROM IMPERVIOUS SURFACES INCLUDING ROADWAYS TO BMPs.
 - USE NATIVE SPECIES, WHICH REQUIRE LESS FERTILIZATION AND CHEMICAL APPLICATION THAN NON-NATIVE SPECIES.
 - MAINTAIN GENERALLY THE SAME DRAINAGE PATTERNS AS IN THE EXISTING CONDITION
 - PERFORM SOIL AMENDMENTS, WHICH RESTORE SOIL POROSITY THROUGH TILLING AND COMPOSTING TO IMPROVE THE SOIL'S CAPACITY FOR INFILTRATION AND POLLUTANT REMOVAL.

2. THE FOLLOWING MEASURES WERE TAKEN TO PREVENT AN INCREASE IN THE RATE OF STORM WATER RUNOFF:
 - UTILIZE UNDERGROUND MANAGED RELEASE BASIN TO HELP REDUCE RUNOFF RATES.
 - MINIMIZE IMPERVIOUS AREAS WHERE PRACTICAL.
 - MAINTAIN GENERALLY THE SAME DRAINAGE PATTERNS AS IN THE EXISTING CONDITION

3. THE FOLLOWING MEASURES WERE TAKEN TO MINIMIZE ANY INCREASE IN STORM WATER RUNOFF VOLUME:
 - UTILIZE UNDERGROUND MANAGED RELEASE BASIN TO HELP REDUCE RUNOFF VOLUME.
 - PROVIDE LANDSCAPE RESTORATION TO HELP REDUCE RUNOFF VOLUME.
 - MINIMIZE IMPERVIOUS AREAS WHERE PRACTICAL.
 - MAINTAIN GENERALLY THE SAME DRAINAGE PATTERNS AS IN THE EXISTING CONDITION
 - PROVIDE AMENDED SOILS THROUGHOUT THE SITE TO HELP REDUCE RUNOFF VOLUME.

4. THE FOLLOWING MEASURES WERE TAKEN TO MINIMIZE IMPERVIOUS AREAS:
 - INCREASE IN PERVIOUS AREA WITHIN LIMIT OF DISTURBANCE BY APPROXIMATELY 7%.
 - ONLY PROVIDE SIDEWALK WHERE REQUIRED BY CODE.
 - MAXIMIZE THE NUMBER OF LANDSCAPED ISLAND WITHIN THE SITE.

5. THE FOLLOWING MEASURES ARE TAKEN TO MAXIMIZE PROTECTION OF EXISTING DRAINAGE FEATURES AND VEGETATION:
 - ACCESS THE SITE THRU DESIGNATED CONSTRUCTION ENTRANCE.
 - PROTECT WOODLANDS/EXISTING TREES WITH TREE PROTECTION FENCING.
 - UTILIZING THE EXISTING CONVEYANCE SYSTEM WITHIN ABERDEEN AVENUE
 - MAINTAIN EXISTING FLOW PATH TO POW#2

6. THE FOLLOWING MEASURES WERE TAKEN TO MINIMIZE LAND CLEARING AND GRADING:
 - PROTECT WOODLANDS/EXISTING TREES WITH TREE PROTECTION FENCING.
 - ADJUST ROAD SLOPE AND SITE GRADING SO THERE ARE NO DRASTIC PROPOSED CUTS OR FILLS TO EXISTING GRADES.
 - MAINTAIN EXISTING GRADES WITHIN THE SITE WHERE PLAUSIBLE.

7. THE FOLLOWING MEASURES ARE TAKEN TO MINIMIZE SOIL COMPACTION:
 - ACCESS THE SITE THRU DESIGNATED CONSTRUCTION ENTRANCE.
 - AS SPECIFIED IN THE CONSTRUCTION SEQUENCE, USE TREADED MACHINERY WHERE PRACTICAL DURING EARTHMOVING OPERATIONS.
 - GRADE SITE TO MINIMIZE EXTENT OF CUTS/FILLS.

8. THE FOLLOWING MEASURES WERE TAKEN TO UTILIZE OTHER STRUCTURAL OR NONSTRUCTURAL BMPs THAT PREVENT OR MINIMIZE CHANGES IN STORM WATER RUNOFF:
 - UTILIZE MANAGED SLOW RELEASE BASIN TO HELP REDUCE RUNOFF VOLUME AND CONTROL RUNOFF RATES.
 - PROVIDE LANDSCAPE RESTORATION TO HELP REDUCE RUNOFF VOLUME.
 - MINIMIZE IMPERVIOUS AREAS WHERE PRACTICAL.

TYPES, DEPTH, SLOPE, LOCATIONS AND LIMITATION OF THE SOILS AND GEOLOGICAL FORMATIONS §102.8(f)(1)

- 1.) EXISTING SITE COVERAGE INCLUDES BUT IS NOT LIMITED TO ONE-STORY/MASONRY BUILDINGS, GAS CANOPIES WITH FUEL DISPENSERS, ASPHALT DRIVES, SIDEWALK, PARKING AREAS AND AREAS OF SPARSE VEGETATION.

RECEIVING SURFACE WATERS §102.8(f)(5)

- 1) THERE ARE NO HQ OR EV WATERSHEDS WITHIN THE SITE.
- 2) THERE ARE NO EXISTING WETLANDS ON SITE.
- 3) EXISTING & DESIGNATED USES FOR THE ITHAN CREEK ARE CWF & MF.

RECYCLING OR DISPOSAL OF MATERIALS §102.8(f)(11)

- 1) ANTICIPATED CONSTRUCTION WASTES INCLUDE BUT ARE NOT LIMITED TO: TWO ONE-STORY BUILDINGS, SIDEWALK AND ASPHALT AREAS.

- 2) ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED OR RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.) AND/OR ANY ADDITIONAL LOCAL, STATE, OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WATER MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.

GEOLOGIC FORMATIONS OR SOIL CONDITIONS §102.8(f)(12)

- 1) THERE ARE NO KNOWN GEOLOGICAL FORMATIONS/SOIL CONDITION ISSUES THAT HAVE THE POTENTIAL TO CAUSE POLLUTION.

POTENTIAL THERMAL IMPACT TO SURFACE WATERS §102.8(f)(13)

A POTENTIAL FOR THERMAL IMPACTS EXISTS IN INSTANCES WHERE SURFACE RUNOFF IS DIRECTLY CONVEYED TO A RECEIVING STREAM WITHOUT ADEQUATE ATTENUATION OR COOLING. TO AVOID THERMAL IMPACTS, THE FOLLOWING HAS BEEN EMPLOYED: UNDERGROUND MANAGED RELEASE, AMENDED SOILS, AND LANDSCAPE RESTORATION. ALL OF THESE MEASURES WILL HELP TO CONTROL RUNOFF VOLUME AND RATE AND THEREBY PROVIDE ADDITIONAL COOLING TIME, THEREBY MINIMIZING THERMAL IMPACTS TO THE RECEIVING STREAM.

RIPIARIAN FOREST BUFFER MANAGEMENT PLAN §102.8(f)(14)

- 1) THERE ARE NO EXISTING/PROPOSED RIPIARIAN FOREST BUFFERS SHOWN ON THE PLAN MAPS.
- 2) THE FOLLOWING IMPAIRMENTS ARE LISTED FOR THIS PORTION OF THE ITHAN CREEK:
 - a. WATER/FLOW VARIABILITY
 - b. SILTATION
 - c. HABITAT MODIFICATION
 - d. PATHOGENS

SEQUENCE OF BMP INSTALLATION AND REMOVAL

§102.8(f)(7)

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED IN COMPLIANCE WITH CHAPTER 102 REGULATIONS BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING AND GRUBBING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE. UPON COMPLETION OR TEMPORARY CESSATION OF THE EARTH DISTURBANCE ACTIVITY THAT WILL EXCEED FOUR (4) DAYS, OR ANY STAGE THEREOF, THE PROJECT SITE SHALL BE IMMEDIATELY STABILIZED WITH THE APPROPRIATE TEMPORARY OR PERMANENT STABILIZATION.

AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE OPERATOR SHALL INVITE ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES INCLUDING, BUT NOT LIMITED TO, THE LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS AND A REPRESENTATIVE OF THE DELAWARE COUNTY CONSERVATION DISTRICT FOR AN ON-SITE PRE-CONSTRUCTION MEETING. ALSO, AT LEAST THREE (3) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES SHALL NOTIFY THE PENNSYLVANIA ONE CALL SYSTEM INC. AT 1-800-242-1176 FOR BURIED UTILITIES LOCATION.

BEFORE INITIATING ANY REVISION TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR REVISIONS TO OTHER PLANS WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED E&S CONTROL PLAN, THE OPERATOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM THE DELAWARE COUNTY CONSERVATION DISTRICT. THE OPERATOR SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO ELIMINATE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.

1. INSTALL CONSTRUCTION ENTRANCE AS DESIGNATED ON THE PLANS.
2. INSTALL ALL PERIMETER COMPOST FILTER SOCKS, SILT FENCE, TREE PROTECTION FENCING, AND INLET PROTECTION WITHIN THE DESIGNATED LIMIT OF DISTURBANCE AS INDICATED ON THE PLANS. ONLY LIMITED CLEARING AND GRUBBING NECESSARY TO INSTALL THE PERIMETER EROSION AND SEDIMENT POLLUTION CONTROLS IS PERMITTED.
3. DEMOLISH EXISTING SITE FEATURES AND UTILITIES PROPOSED TO BE REMOVED. DURING DEMOLITION OF UTILITIES ALL UTILITY SERVICES MUST BE MAINTAINED FOR NEIGHBORING PROPERTIES WHOSE UTILITIES CURRENTLY TRAVERSE THE SITE AND ARE PROPOSED TO BE REROUTED.

4. INITIATE THE NECESSARY EARTHWORK TO REACH THE GRADES INDICATED ON THE PLANS. BUILDING CONSTRUCTION MAY COMMENCE UPON ACCEPTANCE OF BUILDING PAD BY OWNER. THE CONCRETE WASHOUT MUST BE INSTALLED BEFORE ANY CONCRETE CAN BE POURED ON-SITE. CONTRACTOR MUST PERFORM BULK OF EARTHWORK TO BALANCE CUTS AND FILLS TO THE GREATEST EXTENT POSSIBLE. ALL AREAS DISTURBED DURING THE EARTHWORK PHASE OF CONSTRUCTION MUST BE TEMPORARILY SEEDED AND STABILIZED IN ACCORDANCE WITH THE GENERAL CONSERVATION NOTES AND SPECIFICATIONS AND SEEDING SPECIFICATIONS IF PERMANENT STABILIZATION CANNOT BE ACHIEVED WITHIN FOUR (4) DAYS.

5. **CRITICAL STAGE: INSTALLATION OF BMP MANAGED RELEASE BASIN** INITIATE STORM SEWER AND SUBSURFACE MANAGED RELEASE BASIN INSTALLATIONS FOR THE FEATURES SHOWN ON THE PLANS STARTING AT THE FURTHEST DOWNSTREAM STRUCTURE. **DO NOT INSTALL THE OUTLET STRUCTURE FILTER MEDIA AT THIS STAGE OF CONSTRUCTION.** INLETS DISCHARGING TO THE BASIN MUST BE BLOCKED IMMEDIATELY AFTER INSTALLATION AND REMAIN BLOCKED UNTL SITE IS FULLY STABILIZED TO PREVENT SEDIMENT FROM ENTERING THE SUBSURFACE MANAGED RELEASE BASIN. NO CONSTRUCTION EQUIPMENT, SUCH AS CRANES DURING BUILDING CONSTRUCTION, SHALL BE PARKED ON TOP OF THE SLOW RELEASE BASINS TO AVOID DAMAGING THE BASIN OR OVER-COMPACTING THE SUBSURFACE SOILS. **THE PERMITTEE SHALL PROVIDE ENGINEERING OVERSIGHT FOR THE INSTALLATION OF CONSTRUCTION AND POST CONSTRUCTION STORMWATER BMPs.** A LICENSED PROFESSIONAL OR DESIGNEE KNOWLEDGEABLE IN THE DESIGN AND CONSTRUCTION OF THE PROPOSED BMPs SHALL CONDUCT THE OVERSIGHT AND SIGN OFF ON THE NOTICE OF TERMINATION.

6. CONTINUE WITH THE BALANCE OF EARTHWORK INCLUDING UTILITY INSTALLATION (SANITARY LATERALS, WATER LATERALS, GAS, ELECTRIC, TELEPHONE, AND CABLE) WHERE APPLICABLE.
7. INSTALL CURBING AND INSTALL STONE BASE COURSE IN THE DRIVEWAY AND PARKING AREAS.

8. INITIATE FINAL GRADING AND PLACEMENT OF TOPSOIL IN ALL LANDSCAPE AREAS. AS SOON AS SLOPES, CHANNELS, DITCHES AND OTHER DISTURBED AREAS REACH FINAL GRADE, THEY MUST BE STABILIZED. ALL LANDSCAPE AREAS MUST BE STABILIZED AND PERMANENT SEEDING OR PLACEMENT OF SOO MUST BE APPLIED. WHEN FINAL GRADE IS ACHIEVED DURING NON-GERMINATING MONTHS, THE AREA SHOULD BE MULCHED UNTIL THE BEGINNING OF THE NEXT PLANTING SEASON. HOWEVER, THE AREA WILL NOT BE CONSIDERED STABILIZED UNTIL A MINIMUM UNIFORM 70% VEGETATIVE COVER OF EROSION RESISTANT PERENNIAL SPECIES HAS BEEN ACHIEVED. AS DISTURBED AREAS WITHIN A PROJECT APPROACH FINAL GRADE, PREPARATIONS SHOULD BE MADE FOR SEEDING AND MULCHING TO BEGIN. IN NO CASE SHOULD AN AREA EXCEEDING 15,000 SQUARE FEET, WHICH IS TO BE STABILIZED BY VEGETATION, REACH FINAL GRADE WITHOUT BEING SEEDED AND MULCHED. WAITING UNTIL EARTHMOVING IS COMPLETED BEFORE MAKING PREPARATIONS FOR SEEDING AND MULCHING IS NOT ACCEPTABLE. SEEDING AND MULCHING REQUIREMENTS ARE SPECIFIED IN THE GENERAL CONSERVATION NOTES AND SPECIFICATIONS.

9. INSTALL BITUMINOUS PAVEMENT AND CONCRETE INCLUDING SIDEWALKS.

10. **CRITICAL STAGE: INSTALLATION OF BMP6.4.4 WATER QUALITY FILTERS.** INSTALL WATER QUALITY FILTERS IN ALL INLETS ON SITE AS SHOWN ON THE POST CONSTRUCTION STORMWATER MANAGEMENT PLAN AS REQUIRED BY MANUFACTURER SPECIFICATIONS TO REMAIN IN PLACE AFTER CONSTRUCTION IS COMPLETED.

11. **CRITICAL STAGE: INSTALLATION OF BMP MANAGED RELEASE FILTER MEDIA IN UNDERGROUND BASIN OUTLET STRUCTURE.** INSTAL ALL UNDERDRAPNS AND PROPOSED SOIL MEDIA TO DEPTHS DETAILED IN THE OUTLET STRUCTURE DETAIL. SURVEY AS-BUILT MANAGER OF RECORD AND PROVIDE ENGINEER OF RECORD WITH AS-BUILT CONDITIONS TO CONFIRM VOLUMES HAVE BEEN CONSTRUCTED TO MEET THE PADEP REQUIREMENTS AND RADNOR TOWNSHIP ORDINANCES.

12. **CRITICAL STAGE: INSTALLATION OF BMP 6.7.2 LANDSCAPE RESTORATION.** INSTALL FINAL VEGETATION AND LANDSCAPING SPECIFIED ON THE LANDSCAPE PLAN.

13. UPON SITE STABILIZATION (UNIFORM COVERAGE OR DENSITY OF 70% ACROSS ALL DISTURBED AREAS) AND NOTIFICATION TO AND INSPECTION FROM DELAWARE COUNTY CONSERVATION DISTRICT, REMOVE REMAINING EROSION AND SEDIMENT CONTROL FACILITIES. ANY AREA DISTURBED DURING THE REMOVAL OF EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE STABILIZED IMMEDIATELY.

14. CLEAR SITE OF DEBRIS AND ALL UNWANTED MATERIALS. OPERATOR SHALL REMOVE FROM SITE, RECYCLE OR DISPOSE OF ALL BUILDING MATERIALS AND WASTES IN ACCORDANCE WITH THE DEPARTMENTS SOLID WASTE MANAGEMENT REGULATIONS AS 25 PA. CODE 260.1 ET SEQ., 271.1 ET SEQ. THE CONTRACTOR SHALL NOT ILLEGALLY BURY, DUMP OR DISCHARGE ANY BUILDING MATERIAL OR WASTE AT THIS SITE.

15. DEMOBILIZE.
16. A NOTICE OF TERMINATION FORM SHOULD BE SUBMITTED TO THE DELAWARE COUNTY CONSERVATION DISTRICT UPON STABILIZATION AND FINAL COMPLETION OF THIS PHASE OF THE PROJECT.

C:\PROJECTS\181016\DRAWINGS\PLAN SETS\LAND DEV\REV-2\PC181016 DETAILS-2.dwg - PLOT - 15 - PCSWM NOTES

BMP	SCHEDULE	INSPECTION TASK	MAINTENANCE	FAILURE INDICATORS
BMP SUBSURFACE MANAGED RELEASE/DETENTION BASIN	AFTER EACH STORM >1"	- INSPECT STRUCTURES - CONFIRM OUTLET STRUCTURE IS FREE OF DEBRIS - CONFIRM OUTLET STRUCTURE ORIFICE IS NOT CLOGGED	NEEDED MAINTENANCE SHOULD BE CONDUCTED IMMEDIATELY AFTER EACH INSPECTION. ACCUMULATED LITTER AND SEDIMENT MUST BE REMOVED TO RESTORE DESIGN CAPACITIES. THE SEDIMENT AND LITTER SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. ANY AREAS DISTURBED DURING MAINTENANCE MUST BE STABILIZED IMMEDIATELY IN ACCORDANCE WITH THE GENERAL CONSERVATION NOTES AND SPECIFICATIONS.	FAILURE INDICATORS OF THE UNDERGROUND STORMWATER BASINS INCLUDE WHEN THE BASIN DOES NOT DEWATER OR SURCHARGING OF INLETS UPSTREAM OF THE BASIN OCCURS. A QUALIFIED INDIVIDUAL, SUCH AS THE BASIN MANUFACTURER SHALL PERFORM AN INVESTIGATION IN ORDER TO DETERMINE THE CAUSE OF FAILURE. REMEDIATION SHALL BE IN ACCORDANCE WITH THE QUALIFIED INDIVIDUAL'S RECOMMENDATIONS BASED ON THEIR INVESTIGATION.
	4 TIMES PER YEAR	- INSPECT STRUCTURES - INSPECT FOR EROSION - INSPECT FOR SEDIMENT ACCUMULATION		
BMP 6.6.4 WATER QUALITY FILTERS	4 TIMES PER YEAR	- INSPECT OPERATION OF DEVICE - INSPECT FOR ACCUMULATION OF COLLECTED MATERIALS	NEEDED MAINTENANCE SHALL BE PERFORMED IMMEDIATELY AFTER THE INSPECTION. ACCUMULATION OF SEDIMENT/DEBRIS SHALL BE REMOVED IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS/RECOMMENDATIONS. THE SEDIMENT/DEBRIS SHALL BE REMOVED, RECYCLED OR DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.	SIGNS OF FAILURE INCLUDE SEDIMENT/DEBRIS LADEN RUNOFF FLOWING OUT OF THE FILTER OR STANDING WATER IN THE FILTER. MAINTENANCE SHALL BE PERFORMED IMMEDIATELY IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS AND RECOMMENDATIONS.
BMP 6.7.2 LANDSCAPE RESTORATION	ANNUALLY	- INSPECT FOR DYING/DEAD PLANT MATERIAL - INSPECT FOR INVASIVE SPECIES	REMOVE INVASIVE SPECIES AND DISCARD IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. ANY PLANT THAT IS FOUND TO BE DEAD OR IS DYING AND CANNOT BE SAVED SHALL BE REPLACED IN KIND.	FAILURE INDICATORS INCLUDE AN EXCESSIVE GROWTH OF INVASIVE SPECIES AND VEGETATION THAT FAILS TO ESTABLISH OR DIES OFF. UPON OBSERVING A FAILURE INDICATOR A QUALIFIED INDIVIDUAL, SUCH AS A LANDSCAPE ARCHITECT OR SOIL SCIENTIST/ENGINEER SHALL BE CONSULTED TO DETERMINE THE EXACT CAUSE OF FAILURE. REMEDIATION SHALL BE IN ACCORDANCE WITH THE QUALIFIED INDIVIDUAL'S RECOMMENDATIONS BASED ON THEIR INVESTIGATION.



BOHLER ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING
 LAND SURVEYING PROGRAM MANAGEMENT LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES
 EROSION CONTROL DESIGN TREE MANAGEMENT
 • ALABAMA • ARIZONA • ARKANSAS • CALIFORNIA • COLORADO • CONNECTICUT • DELAWARE • FLORIDA • GEORGIA • ILLINOIS • INDIANA • IOWA • KANSAS • KENTUCKY • LOUISIANA • MARYLAND • MASSACHUSETTS • MICHIGAN • MINNESOTA • MISSISSIPPI • MISSOURI • MONTANA • NEBRASKA • NEVADA • NEW HAMPSHIRE • NEW JERSEY • NEW YORK • NORTH CAROLINA • NORTH DAKOTA • OHIO • OKLAHOMA • PENNSYLVANIA • RHODE ISLAND • SOUTH CAROLINA • SOUTH DAKOTA • TEXAS • VIRGINIA • WASHINGTON • WISCONSIN • WYOMING

REVISIONS

REV	DATE	COMMENT	BY
1	08/31/2018	PER DOT COMMENTS	MCM
2	02/28/2019	PER TWP COMMENTS	MCM

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES WORKING DAYS BEFORE CONSTRUCTION PHASE AND 10 WORKING DAYS BEFORE STAGE - STOP CALL



POCS SERIAL NUMBER _____
 1-800-242-1176

NOT APPROVED FOR CONSTRUCTION

PROJECT No.: PC181016
 DRAWN BY: MCM
 CHECKED BY: EAB
 DATE: 2/18/2019
 SCALE: AS NOTED
 CAD I.D.: PC181016 DETAILS-2

PROJECT:

PRELIMINARY LAND DEVELOPMENT PLANS

FOR

WAYNE PROPERTY ACQUISITION INC.

ROUTE 30 (LANCASTER AVE) & ABERDEEN AVE
 RADNOR TOWNSHIP
 DELAWARE COUNTY, PA



BOHLER ENGINEERING

1600 MANOR DRIVE, SUITE 200
 CHALFONT, PENNSYLVANIA 18914
 Phone: (215) 996-9100
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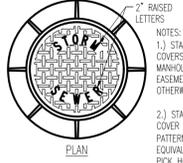
E.A. BRITZ

PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE NO. PE074843

SHEET TITLE: **POST CONSTRUCTION STORMWATER MANAGEMENT NOTES**

SHEET NUMBER: **15**
 OF 21

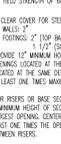
REVISION 2 - 2019.02.28



NOTES:
 1.) STANDARD MANHOLE FRAMES & COVERS SHALL BE USED ON ALL MANHOLES NOT LOCATED WITHIN CASSEMENTS UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
 2.) STANDARD MANHOLE FRAME & COVER SHALL BE BROOKFIELD PATTERN #1012B, OR APPROVED EQUIVALENT, WITH NON-PENETRATING PICK HOLES.
 3.) "FLOW-SEAL" MANHOLE COVERS SHALL BE USED ON MANHOLES LOCATED WITHIN CASSEMENTS, IN UNPAVED AREAS, AND OUTSIDE OF THE CENTERLINE OF PAVED ROADS.
 4.) ALL MANHOLE FRAME AND COVERS SHALL BE MADE IN THE U.S.A.

TABLE A
 BASE SIZE DIMENSIONS

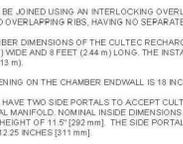
MANHOLE DEPTH FROM TOP OF MANHOLE TO TOP OF FOOTING	FOOTING DIAMETER	FOOTING THICKNESS
10'-0" - 12'-0"	6'-0"	1'-0"
12'-0" - 14'-0"	6'-6"	1'-0"
14'-0" - 16'-0"	7'-0"	1'-0"
16'-0" - 18'-0"	7'-6"	1'-0"
18'-0" - 20'-0"	8'-0"	1'-0"



REINFORCEMENT DETAIL AT OPENINGS

NOTES:
 1. FOR PIPES 30 INCHES INSIDE DIAMETER OR LESS
 2. FOR BASE SLAB DIMENSIONS SEE TABLE "A"

PRECAST STORM MANHOLE DETAILS
 SCALE: N.T.S.
 REV: 2015.03.09

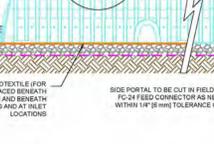


WATER QUALITY OUTLET STRUCTURE	PAIOT BOX TYPE	RIM ELEV. 'A'	INFLOW INV. 'C'	OUTFLOW INV. 'D'	WEIR PLATE ORIFICE INV. 'E'	TOP OF WEIR ELEV. 'F1'	TOP OF WEIR ELEV. 'F2'	STRUCTURE BOTTOM ELEV. 'G'	DIM. 'H'
OS-01	STANDARD BOX	364.69	360.00	360.00	360.00	361.20	361.00	357.50	1.64'

OS-01 OUTLET STRUCTURE & SUBSURFACE CONSTRUCTED FILTER DETAIL

NOTES:
 1. PRECAST MANHOLES MEETING THE REQUIREMENTS OF PUBLICATION 408 SPECIFICATIONS, SECTION 714, MAY BE SUBSTITUTED FOR THE STANDARD CAST-IN-PLACE MANHOLE.
 2. CONSTRUCTION NOTES:
 A. CONSTRUCTION IN ACCORDANCE WITH CURRENT PUBLICATION 408 SPECIFICATIONS, SECTIONS 605, 606, 714 AND 715.
 B. CONSTRUCTION IN ACCORDANCE WITH CURRENT PUBLICATION 408 SPECIFICATIONS FOR PRECAST REINFORCED CONCRETE MANHOLE SECTIONS, AS NOTED HERE IN.
 3. MANHOLE CONCRETE CLASS IS C.
 4. PROVIDE 12" (305 mm) CLEARANCE BETWEEN OPENINGS LOCATED AT THE SAME DEPTH. PIPES NOT LOCATED AT THE SAME DEPTH MUST BE LOCATED VERTICALLY AT LEAST ONE TIMES MANHOLE OPENING DIAMETER APART.
 5. PROVIDE 2" (51 mm) CLEAR COVER FOR STEEL MANHOLES.
 6. PROVIDE 12" (305 mm) MINIMUM CLEARANCE BETWEEN OPENINGS LOCATED AT THE SAME DEPTH. PIPES NOT LOCATED AT THE SAME DEPTH MUST BE LOCATED VERTICALLY AT LEAST ONE TIMES MANHOLE OPENING DIAMETER APART.
 7. FOR REISER OR BASE SECTIONS WITH ONE OPENING LOCATED AT A DEPTH OF 30" OR MORE FROM THE TOP OF THE UNIT, PROVIDE CIRCUMFERENTIAL REINFORCEMENT IN ACCORDANCE WITH REINFORCEMENT DETAIL AT OPENINGS.
 8. FOR REISER OR BASE SECTIONS WITH TWO OR MORE OPENINGS, LOCATED AT A DEPTH GREATER THAN 30" BUT LESS THAN OR EQUAL TO 30 FEET, PROVIDE CIRCUMFERENTIAL REINFORCEMENT EQUAL TO 0.44 SQ IN VERTICAL FOOT FOR THE REISER OR BASE SECTION.
 9. FOR REISER OR BASE SECTIONS WITH 2 OR MORE OPENINGS, LOCATED AT A DEPTH GREATER THAN 30 FEET, USE A 10 INCH THICK WALL REISER OR BASE SECTION WITH CIRCUMFERENTIAL REINFORCEMENT EQUAL TO 0.12 SQ IN VERTICAL FOOT EACH FACE.
 10. REISER OR BASE SECTION WITH HOLES TO BE CLEARLY MARKED WITH MINIMUM ALLOWABLE DEPTH.
 11. PROVIDE ADDITIONAL REINFORCEMENT BARS AROUND OPENINGS AS SHOWN ON REINFORCEMENT DETAILS AT OPENINGS.
 12. PROVIDE MANHOLE STEPS MEETING THE REQUIREMENTS OF PUBLICATION 408 SPECIFICATIONS, SECTION 805.2(C). ALTERNATE CONFIGURATIONS AND DIMENSIONS, AS APPROVED BY THE ENGINEER, MAY BE USED.
 13. PROVIDE MINIMUM 1" SECTION DIMENSION FOR METAL STEPS.
 14. PROVIDE MINIMUM 1/4" SECTION DIMENSION FOR NON-REINFORCING MATERIAL STEPS.
 15. MECHANICAL ANCHOR REQUIRED FOR ISOLATION OF STEPS WITHOUT HOLES.
 16. FOR FOOTING TOP REINFORCEMENT, BOTH DIRECTIONS, USE NO. 19 @ 12" ON CENTER TO 60" OR 0.30 INVERT WAF FOR DEPTHS TO 30" & 0.32 INVERT WAF FOR DEPTHS GREATER THAN 30". 6" MAXIMUM SPACING FOR WAF.
 17. FOR FOOTING BOTTOM REINFORCEMENT, BOTH DIRECTIONS, USE NO. 13 @ 12" ON CENTER TO 60" OR 0.15 INVERT WAF FOR DEPTHS TO 30" & 0.16 INVERT WAF FOR DEPTHS GREATER THAN 30". 6" MAXIMUM SPACING FOR WAF.
 18. A SAFE BEARING CAPACITY OF (1.5 TONS PER SQ FT) UNDER THE COVER SLAB IS ASSUMED IN DETERMINING THE BASE SIZE. WHEN THE SUBSOIL IS OTHERWISE FOUND TO BE WEAKER BY CONSTRUCTION ONLY AFTER THE ENGINEER SPECIFIES ADOPTED BASE DESIGN.
 19. THE CHAMBER SHALL BE MANUFACTURED IN AN IN AN ISO 9001:2008 CERTIFIED FACILITY.
 20. THE CHAMBER SHALL BE DESIGNED TO WITHSTAND TRAFFIC LOADS WHEN INSTALLED ACCORDING TO CULTREC'S INSTALLATION INSTRUCTIONS.
 21. MAXIMUM ALLOWED COVER OVER TOP OF UNIT SHALL BE 12 FEET (3.66 m).

CULTEC MANAGED RELEASE BASIN SCHEMATIC

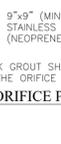
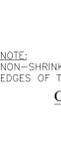


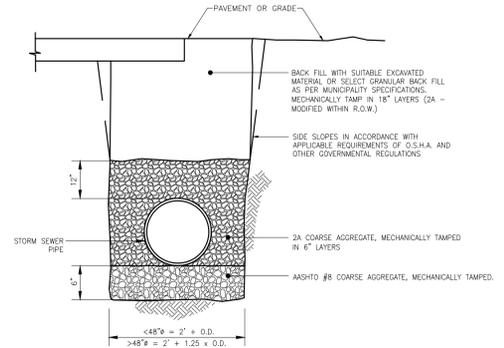
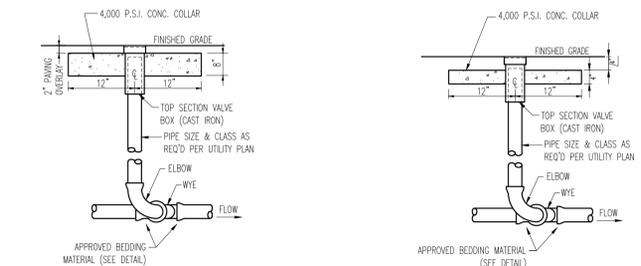
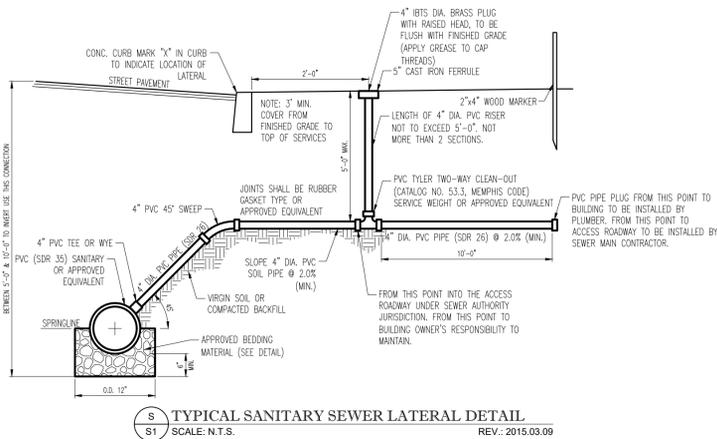
CULTEC RECHARGER 280HD SPECIFICATIONS

GENERAL
 CULTREC RECHARGER 280HD CHAMBERS ARE DESIGNED FOR UNDERGROUND STORMWATER MANAGEMENT. THE CHAMBERS MAY BE USED FOR RETENTION, RECHARGING, DETENTION OR CONTROLLING THE FLOW OF ON-SITE STORMWATER RUNOFF.

CHAMBER PARAMETERS

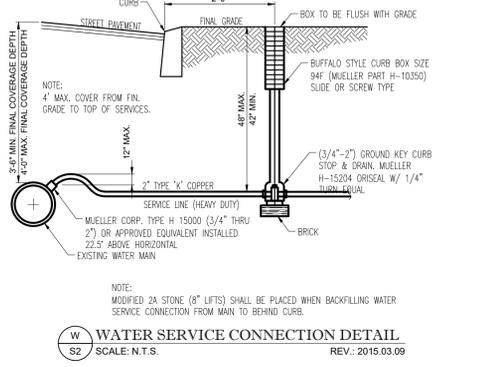
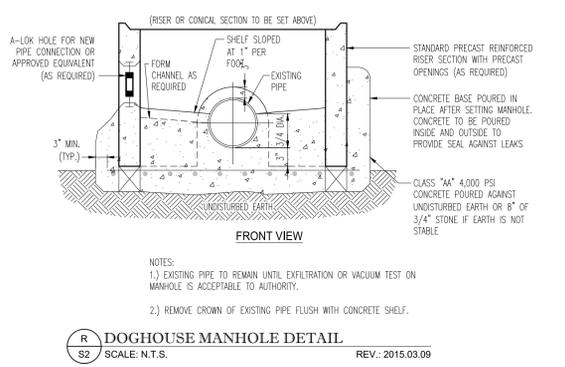
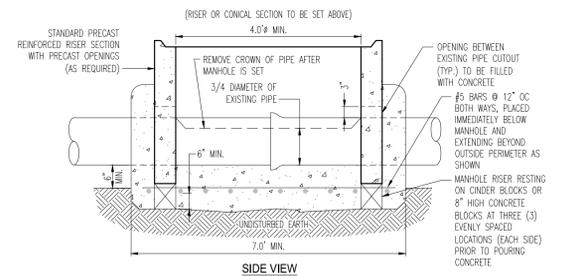
- THE CHAMBERS WILL BE MANUFACTURED IN THE U.S.A. BY CULTREC, INC. OF BROOKFIELD, CT. (203-775-4416 OR 1-800-428-5832)
- THE CHAMBER WILL BE VACUUM THERMOFORMED OF BLACK HIGH MOLECULAR WEIGHT HIGH DENSITY POLYETHYLENE (HMWHDPE).
- THE CHAMBER WILL BE ARCHED IN SHAPE.
- THE CHAMBER WILL BE OPEN-BOTTOMED.
- THE CHAMBER WILL BE JOINED USING AN INTERLOCKING OVERLAPPING RIB METHOD. CONNECTIONS MUST BE FULLY SHOULDERED OVERLAPPING RIBS, HAVING NO SEPARATE COUPLINGS OR SEPARATE END WALLS.
- THE NOMINAL CHAMBER DIMENSIONS OF THE CULTREC RECHARGER 280HD SHALL BE 26.5 INCHES (673 mm) TALL, 47 INCHES (1194 mm) WIDE AND 8 FEET (2.44 m) LONG. THE INSTALLED LENGTH OF A JOINED RECHARGER 280HD SHALL BE 7 FEET (2.13 m).
- MAXIMUM INLET OPENING ON THE CHAMBER ENDWALL IS 18 INCHES (457 mm).
- THE CHAMBER WILL HAVE TWO SIDE PORTALS TO ACCEPT CULTREC HVLV FC-24 FEED CONNECTORS TO CREATE AN INTERNAL MANIFOLD. NOMINAL INSIDE DIMENSIONS OF THE SIDE PORTAL SHALL HAVE A WIDTH OF 11.32" (288 mm) AND HEIGHT OF 11.52" (292 mm). THE SIDE PORTAL CAN ACCEPT A MAXIMUM OUTER DIAMETER (O.D.) PIPE SIZE OF 12.25 INCHES (311 mm).
- THE NOMINAL CHAMBER DIMENSIONS OF THE CULTREC HVLV FC-24 FEED CONNECTOR SHALL BE 12 INCHES (305 mm) TALL, 16 INCHES (406 mm) WIDE AND 24 INCHES (614 mm) LONG.
- THE NOMINAL STORAGE VOLUME OF THE RECHARGER 280HD CHAMBER WILL BE 6.079 FT³/FT (0.565 m³/m) - WITHOUT STONE. THE NOMINAL STORAGE VOLUME OF A JOINED RECHARGER 280HD SHALL BE 42.553 FT³/UNIT (1.205 m³/UNIT) - WITHOUT STONE.
- THE NOMINAL STORAGE VOLUME OF THE HVLV FC-24 FEED CONNECTOR WILL BE 0.913 FT³/FT (0.085 m³/m) - WITHOUT STONE.
- THE RECHARGER 280HD CHAMBER WILL HAVE EIGHT (8) TWO-DIGIT HOLE BORED INTO THE SIDEWALLS OF THE UNIT'S CORE TO PROMOTE LATERAL CONVEYANCE OF WATER.
- THE RECHARGER 280HD CHAMBER SHALL HAVE 15 CORRUGATIONS.
- THE ENDWALL OF THE CHAMBER, WHEN PRESENT, WILL BE AN INTEGRAL PART OF THE CONTINUOUSLY FORMED UNIT. SEPARATE END PLATES CANNOT BE USED WITH THIS UNIT.
- THE RECHARGER 280HD STAND ALONE UNIT MUST BE FORMED AS A WHOLE CHAMBER HAVING TWO FULLY FORMED INTEGRAL ENDWALLS AND HAVING NO SEPARATE END PLATES OR SEPARATE END WALLS.
- THE RECHARGER 280HD STARTER UNIT MUST BE FORMED AS A WHOLE CHAMBER HAVING ONE FULLY FORMED INTEGRAL ENDWALL AND ONE PARTIALLY FORMED INTEGRAL ENDWALL WITH A LOWER TRANSFER OPENING OF 9 INCHES (229 mm) HIGH X 35 INCHES (889 mm) WIDE.
- THE RECHARGER 280HD INTERMEDIATE UNIT MUST BE FORMED AS A WHOLE CHAMBER HAVING ONE FULLY OPEN ENDWALL AND ONE PARTIALLY FORMED INTEGRAL ENDWALL WITH A LOWER TRANSFER OPENING OF 9 INCHES (229 mm) HIGH X 35 INCHES (889 mm) WIDE.
- THE RECHARGER 280HD END UNIT MUST BE FORMED AS A WHOLE CHAMBER HAVING ONE FULLY FORMED INTEGRAL ENDWALL AND ONE FULLY OPEN END WALL AND HAVING NO SEPARATE END PLATES OR END WALLS.
- THE HVLV FC-24 FEED CONNECTOR MUST BE FORMED AS A WHOLE CHAMBER HAVING TWO OPEN END WALLS AND HAVING NO SEPARATE END PLATES OR SEPARATE END WALLS. THE UNIT WILL FIT INTO THE SIDE PORTALS OF THE RECHARGER 280HD AND ACT AS CROSS FEED CONNECTIONS.
- CHAMBERS MUST HAVE HORIZONTAL STIFFENING FLEX REDUCTION STEPS BETWEEN THE RIBS.
- HEAVY DUTY UNITS ARE DESIGNATED BY A COLORED STRIPE FORMED INTO THE PART ALONG THE LENGTH OF THE CHAMBER.
- THE CHAMBER WILL HAVE A RAISED INTEGRAL CAP AT THE TOP OF THE ARCH IN THE CENTER OF EACH UNIT TO BE USED AS AN OPTIONAL INSPECTION PORT OR CLEAN-OUT.
- THE UNITS MAY BE TRIMMED TO CUSTOM LENGTHS BY CUTTING BACK TO ANY CORRUGATION.
- THE CHAMBER SHALL BE MANUFACTURED IN AN IN AN ISO 9001:2008 CERTIFIED FACILITY.
- THE CHAMBER WILL BE DESIGNED TO WITHSTAND TRAFFIC LOADS WHEN INSTALLED ACCORDING TO CULTREC'S INSTALLATION INSTRUCTIONS.
- MAXIMUM ALLOWED COVER OVER TOP OF UNIT SHALL BE 12 FEET (3.66 m).





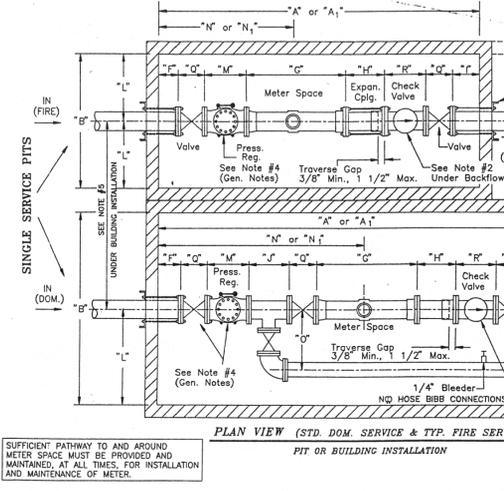
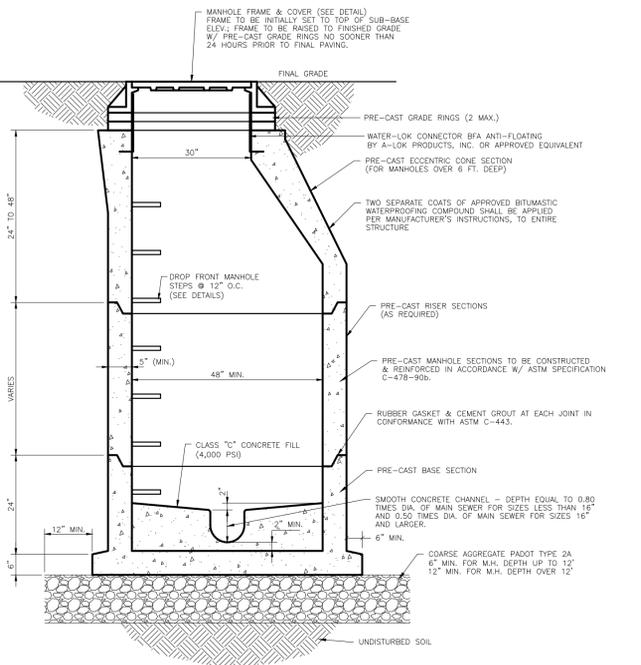
EXCAVATIONS IN EXISTING PAVED ROADWAYS SHALL BE COORDINATED WITH THE LOCAL PERMITTING AGENCY, AND ALL EXCAVATION SHALL BE PAVED WITH TEMPORARY BITUMINOUS PAVEMENT FROM THE DATE OF ORIGINAL EXCAVATION UNTIL PERMANENT PAVEMENT IS INSTALLED. (MINIMUM = 90 DAYS, MAXIMUM = 120 DAYS)

THIS DETAIL IS NOT FOR USE WITHIN A STATE RIGHT-OF-WAY. REFER TO THE LATEST APPROVED DOT SPECIFICATIONS FOR TRENCH BEDDING WITHIN A STATE RIGHT-OF-WAY.



EXCAVATIONS IN EXISTING PAVED ROADWAYS SHALL BE COORDINATED WITH THE LOCAL PERMITTING AGENCY, AND ALL EXCAVATION SHALL BE PAVED WITH TEMPORARY BITUMINOUS PAVEMENT FROM THE DATE OF ORIGINAL EXCAVATION UNTIL PERMANENT PAVEMENT IS INSTALLED. (MINIMUM = 90 DAYS, MAXIMUM = 120 DAYS)

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SINGLE - SERVICE PIT DIMENSIONS (MINIMUM)

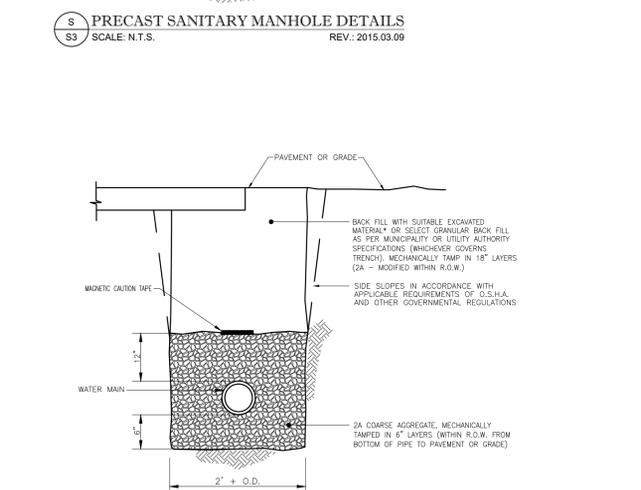
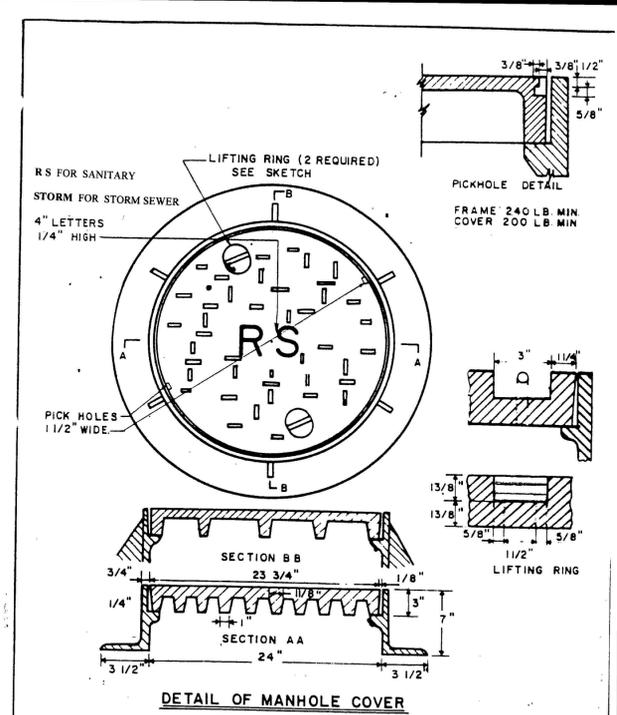
DESCRIPTION	CODE	FIRE					DOMESTIC (STANDARD)					
		1 1/2"	2"	4"	6"	8"	1 1/2"	2"	4"	6"	8"	
LENGTH (HIGH PRESSURE)	"A"	6'-0"	8'-0"	9'-0"	10'-0"	12'-0"	6'-0"	8'-0"	11'-0"	12'-0"	13'-0"	16'-0"
LENGTH (LOW PRESSURE)	"A1"	6'-0"	8'-0"	9'-0"	10'-0"	12'-0"	6'-0"	8'-0"	9'-0"	10'-0"	13'-0"	16'-0"
WIDTH	"B"	4'-0"	4'-0"	4'-0"	4'-0"	5'-0"	4'-0"	4'-0"	5'-2"	5'-2"	5'-4"	5'-7"
ACCESS DOOR	"C"	3' x 3'	3' x 3'	3' x 3'	3' x 3'	3' x 3'	3' x 3'					
MAX. LENGTH OFF WALL (INLET)	"D"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"
LAYING LENGTH OF METER (SEE GENERAL NOTE #6)	"E"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
EXPANSION COUPLING	"F"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"
MIN. LENGTH OFF WALL (OUTLET)	"G"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"
BY-PASS TEE	"H"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
PIPE TO FLOOR	"I"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
PIPE TO SIDE WALL	"J"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
AVG. LAYING LENGTH OF PRESSURE REGULATOR	"K"	6 1/2'	7'	13'	18'	24 1/2'	2'-0"	2'-0"	3'-2"	3'-2"	3'-2"	3'-4"
METER TO FRONT WALL (HIGH PRESS.)	"L"	2'-0"	2'-0"	4'-0"	5'-0"	6'-0"	2'-0"	2'-0"	4'-0"	4'-0"	4'-0"	5'-0"
METER TO FRONT WALL (LOW PRESS.)	"N"	2'-0"	2'-0"	3'-0"	3'-6"	4'-0"	2'-0"	2'-0"	4'-0"	4'-0"	4'-0"	5'-0"
AVG. LAYING LENGTH OF VALVE	"O"	4'	4'	9'	10 1/2'	11 1/2'	4'	4'	9'	10 1/2'	11 1/2'	13'
AVG. LAYING LENGTH OF CHECK VALVE	"P"	6"	6"	13'	18 1/2'	19 1/2'	6"	6"	13'	18 1/2'	19 1/2'	24 1/2'
PIPE TO BY-PASS	"Q"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"

* SEE NOTE #6 UNDER GENERAL NOTES

DUAL - SERVICE PIT DIMENSIONS (MINIMUM)

DESCRIPTION	CODE	FIRE					DOMESTIC (STANDARD)					
		1 1/2"	2"	4"	6"	8"	1 1/2"	2"	4"	6"	8"	
LENGTH (HIGH PRESSURE)	"A"	6'-0"	8'-0"	9'-0"	10'-0"	12'-0"	6'-0"	8'-0"	11'-0"	12'-0"	13'-0"	16'-0"
LENGTH (LOW PRESSURE)	"A1"	6'-0"	8'-0"	9'-0"	10'-0"	12'-0"	6'-0"	8'-0"	9'-0"	10'-0"	13'-0"	16'-0"
WIDTH	"B"	4'-0"	4'-0"	4'-0"	4'-0"	5'-0"	4'-0"	4'-0"	5'-2"	5'-2"	5'-4"	5'-7"
ACCESS DOOR	"C"	3' x 3'	3' x 3'	3' x 3'	3' x 3'	3' x 3'	3' x 3'					
MAX. LENGTH OFF WALL (INLET)	"D"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"
LAYING LENGTH OF METER (SEE GENERAL NOTE #6)	"E"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
EXPANSION COUPLING	"F"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"
MIN. LENGTH OFF WALL (OUTLET)	"G"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"
BY-PASS TEE	"H"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
PIPE TO FLOOR	"I"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
PIPE TO SIDE WALL	"J"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
AVG. LAYING LENGTH OF PRESSURE REGULATOR	"K"	6 1/2'	7'	13'	18'	24 1/2'	2'-0"	2'-0"	3'-2"	3'-2"	3'-2"	3'-4"
METER TO FRONT WALL (HIGH PRESS.)	"L"	2'-0"	2'-0"	4'-0"	5'-0"	6'-0"	2'-0"	2'-0"	4'-0"	4'-0"	4'-0"	5'-0"
METER TO FRONT WALL (LOW PRESS.)	"N"	2'-0"	2'-0"	3'-0"	3'-6"	4'-0"	2'-0"	2'-0"	4'-0"	4'-0"	4'-0"	5'-0"
AVG. LAYING LENGTH OF VALVE	"O"	4'	4'	9'	10 1/2'	11 1/2'	4'	4'	9'	10 1/2'	11 1/2'	13'
AVG. LAYING LENGTH OF CHECK VALVE	"P"	6"	6"	13'	18 1/2'	19 1/2'	6"	6"	13'	18 1/2'	19 1/2'	24 1/2'
PIPE TO BY-PASS	"Q"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"

* SEE NOTE #6 UNDER GENERAL NOTES



EXCAVATIONS IN EXISTING PAVED ROADWAYS SHALL BE COORDINATED WITH THE LOCAL PERMITTING AGENCY, AND ALL EXCAVATION SHALL BE PAVED WITH TEMPORARY BITUMINOUS PAVEMENT FROM THE DATE OF ORIGINAL EXCAVATION UNTIL PERMANENT PAVEMENT IS INSTALLED. (MINIMUM = 90 DAYS, MAXIMUM = 120 DAYS)

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RADNOR TOWNSHIP
SITE DESIGN & CONSTRUCTION STANDARDS
MANHOLE FRAME AND COVER

DATE: JUNE 1995
DRAWING NO: C-10

BOHLER ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING PROGRAM MANAGEMENT PERMITTING SERVICES TRANSPORTATION SERVICES LANDSCAPE ARCHITECTURE SUSTAINABLE DESIGN

PHILADELPHIA, PA
PITTSBURGH, PA
BOSTON, MA
NEW YORK, NY
NEW YORK METRO
NORTH HAVEN, CT
REHOBOTH BEACH, FL
SOUTH EASTERN, PA
BALDWIN, NY
WASHINGTON, DC

PHILADELPHIA, PA
PITTSBURGH, PA
BOSTON, MA
NEW YORK, NY
NEW YORK METRO
NORTH HAVEN, CT
REHOBOTH BEACH, FL
SOUTH EASTERN, PA
BALDWIN, NY
WASHINGTON, DC

REVISIONS

REV	DATE	COMMENT	BY
1	08/31/2018	PER DOT COMMENTS	MCM
2	02/28/2019	PER TWP COMMENTS	MCM

CALL BEFORE YOU DIG!

PA1
1-800-242-1776

NOT APPROVED FOR CONSTRUCTION

PROJECT No.: PC181016
DRAWN BY: MCM
CHECKED BY: EAB
DATE: 2018.07.13
SCALE: AS NOTED
CAD ID: PC181016 DETAILS-2

PRELIMINARY LAND DEVELOPMENT PLANS

FOR
WAYNE PROPERTY ACQUISITION INC.

ROUTE 30 (LANCASTER AVE) & ABERDEEN AVE
RADNOR TOWNSHIP
DELAWARE COUNTY, PA

BOHLER ENGINEERING

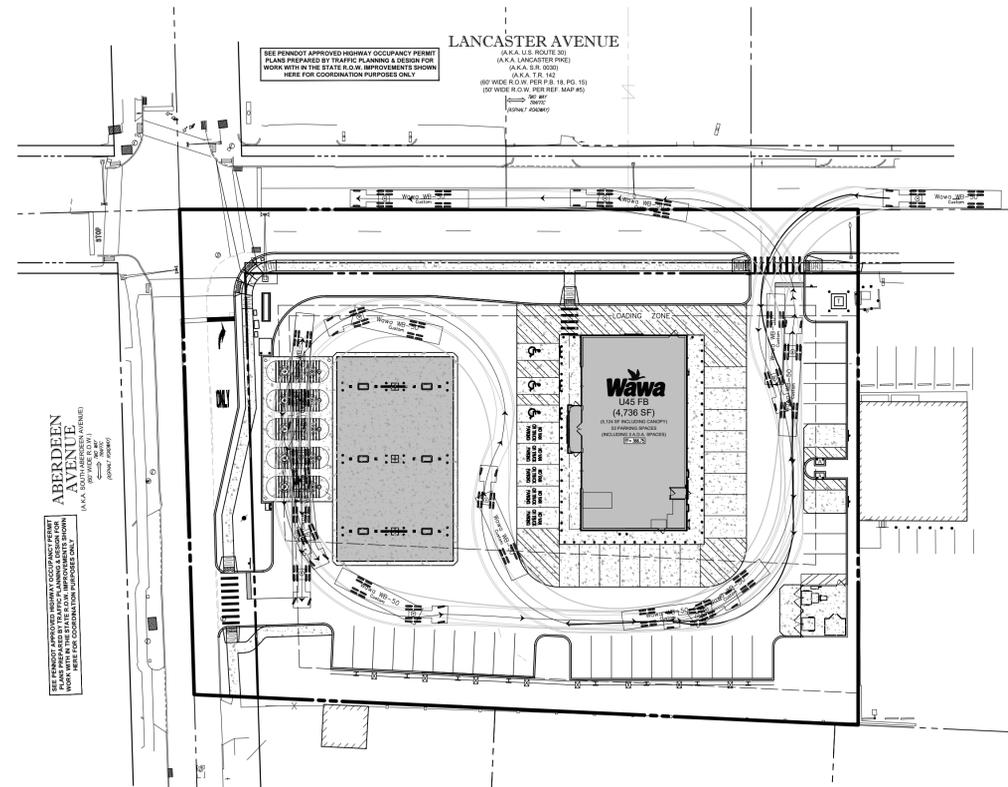
1600 MANOR DRIVE, SUITE 200
CHALFONT, PENNSYLVANIA 18914
Phone: (215) 996-9100
Fax: (215) 996-9102
www.BohlerEngineering.com

E.A. BRITZ

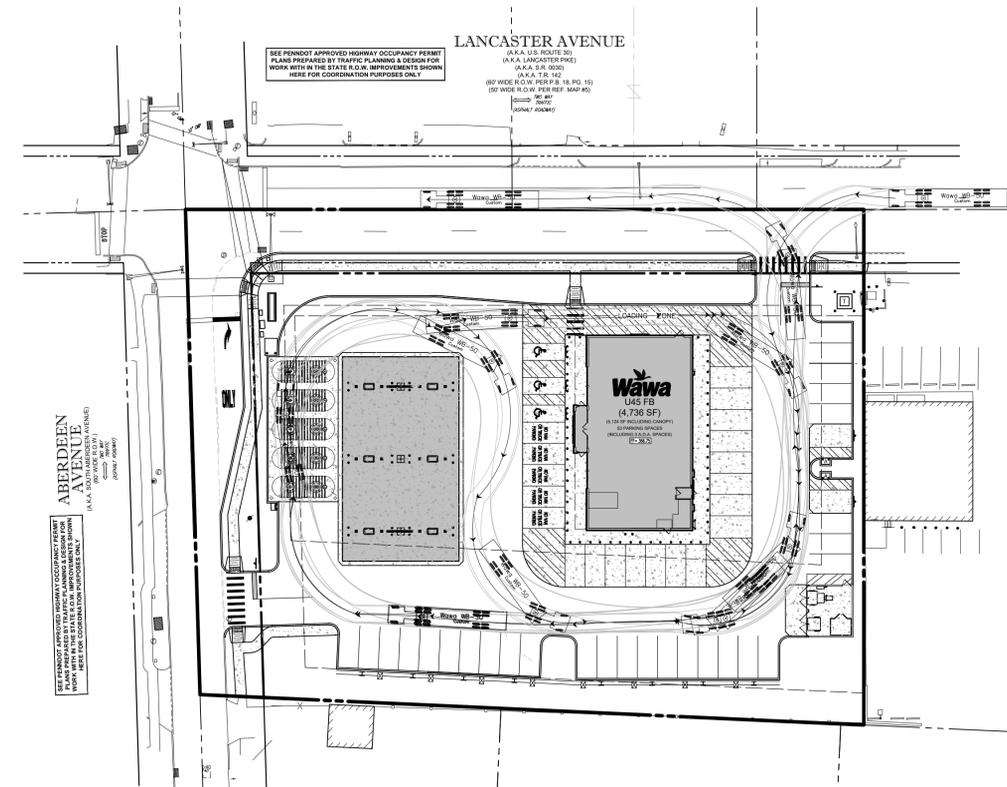
PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE NO. PE074943

DETAILS

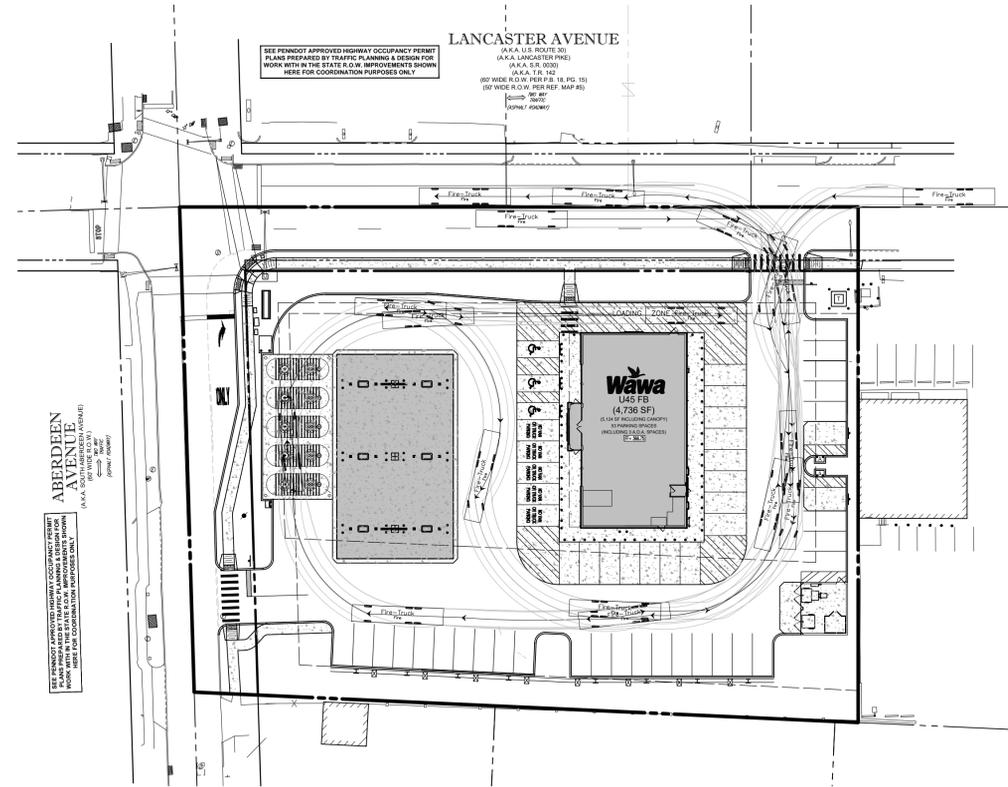
SHEET NUMBER: 18 OF 21
REVISION 2 - 2019.02.28



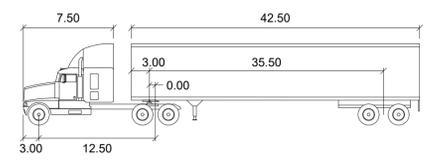
WAWA (FUEL DELIVERY TANKER)
 SCALE: 1" = 40'



WAWA (WB-50)
 SCALE: 1" = 40'

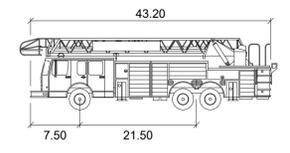


FIRETRUCK
 SCALE: 1" = 40'



WB50 (WAWA Loading and Gas Deliveries's)

feet		
Tractor Width	: 8.00	Lock to Lock Time : 6.0
Tractor Track	: 8.50	Steering Angle : 48.0
Tractor Track	: 8.00	Articulating Angle : 70.0
Tractor Track	: 8.00	



Fire-Truck

feet	
Width	: 7.83
Track	: 7.83
Lock to Lock Time	: 6.0
Steering Angle	: 40.0

BOHLER ENGINEERING
 SITE CIVIL AND CONSULTING ENGINEERING
 LAND SURVEYING PROGRAM MANAGEMENT LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES
 TRAFFIC PLANNING & DESIGN
 (A.K.A. S.R. 0020)
 (A.K.A. TR. 142)
 (80' WIDE R.O.W. PER REF. MAP #5)
 (80' WIDE R.O.W. PER REF. MAP #5)
 (80' WIDE R.O.W. PER REF. MAP #5)
 (80' WIDE R.O.W. PER REF. MAP #5)

ATLANTA, GA
 TAMPA, FL
 NORTHERN MARYLAND
 PHILADELPHIA, PA
 PITTSBURGH, PA
 NEW ENGLAND
 BOSTON, MA
 NEW YORK, NY
 NEW YORK METRO
 NORTHERN NEW JERSEY
 BEHAVIORAL HEALTH, DE
 WASHINGTON, DC
 DALLAS, TX

REVISIONS

REV	DATE	COMMENT	BY
1	08/31/2018	PER DOT COMMENTS	MCM
2	02/28/2019	PER TWP COMMENTS	MCM

CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES
 3 WORKING DAYS NOTICE FOR
 CONSTRUCTION PHASE AND 10
 WORKING DAYS IN DESIGN
 STAGE - STOP CALL
 PAI
 POCS SERIAL NUMBER
 1-800-242-1776

NOT APPROVED FOR
 CONSTRUCTION
 PROJECT No.: PC181016
 DRAWN BY: MCM
 CHECKED BY: EAB
 DATE: 2019.07.13
 SCALE: AS NOTED
 CAD I.D.: PC181016 SITE-2

PRELIMINARY
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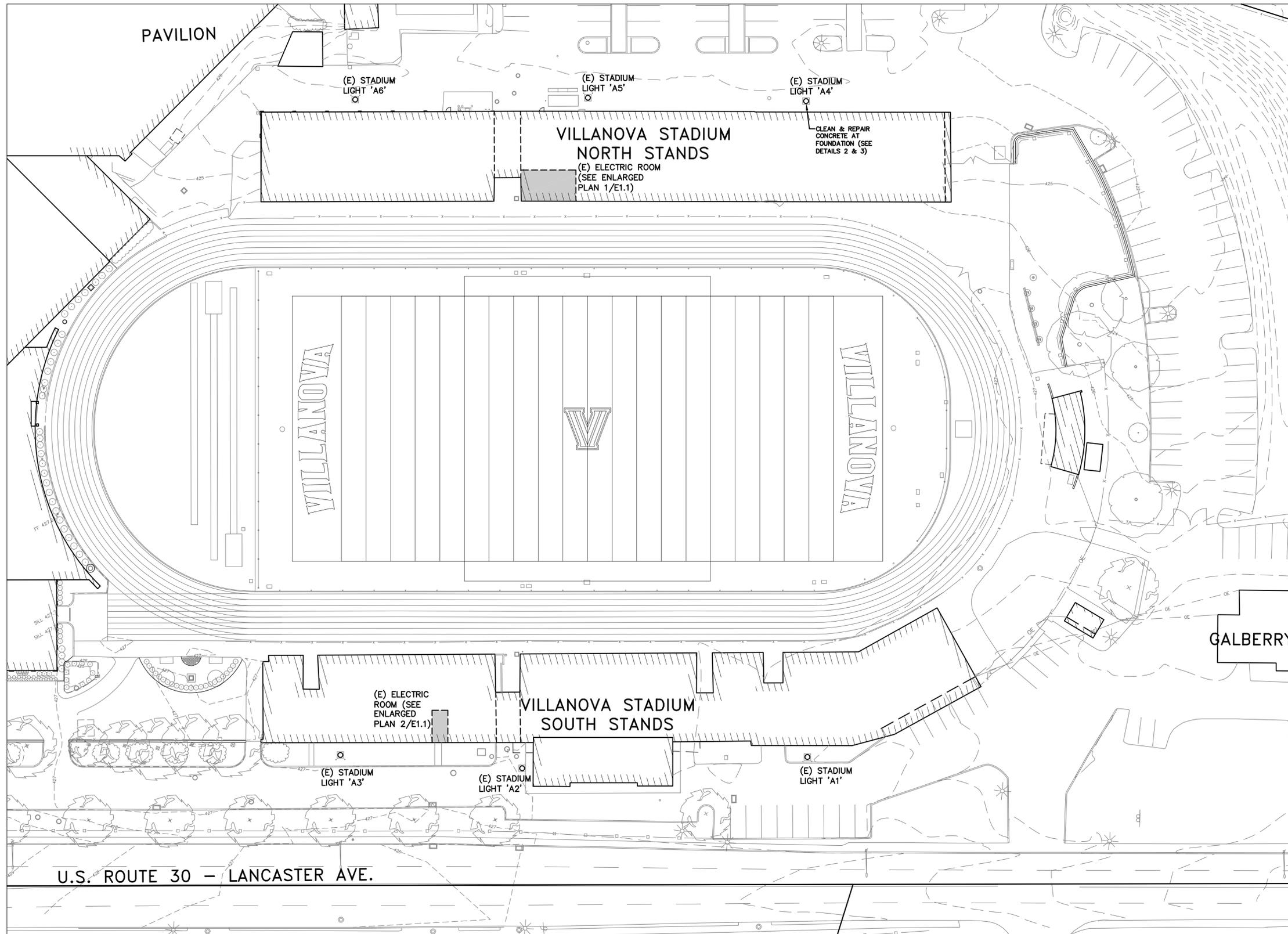
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E.A. BRITZ
 PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE No. PE074843

SHEET TITLE:
**TRUCK
 TURNING
 PLAN**

SHEET NUMBER:
20
 OF 21

R:\PROJECTS\DRAWINGS\LAN SETS\LAN DEV\REV\ZPC\181016 SITE-2--JAVOUT-20-TRUCK



1
C1.1 **SITE PLAN**
SCALE: 1"=30'-0"

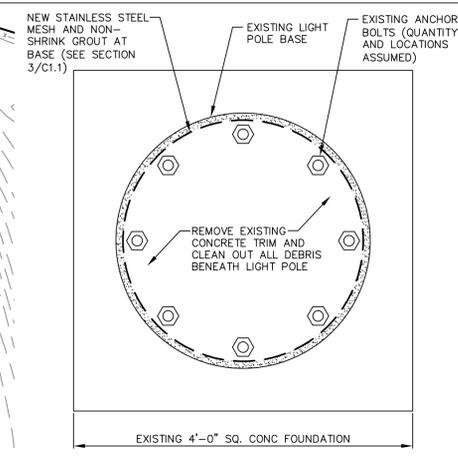
CONSTRUCTION LEGEND

EXISTING BUILDING FOOTPRINT

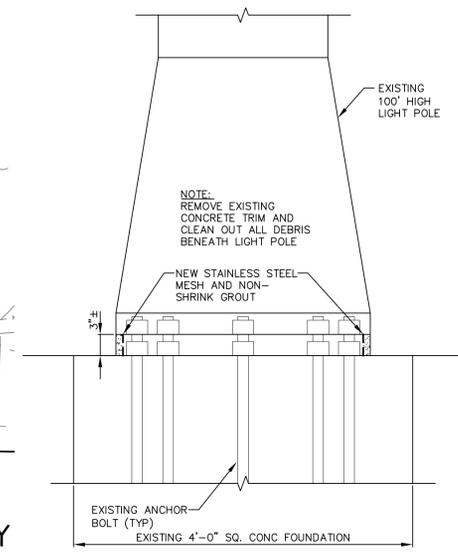
EXISTING GRADE LINE

ABBREVIATIONS

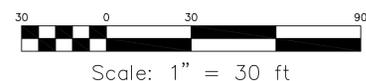
(E) EXISTING
 (N) NEW
 (RE) REMOVE EXISTING
 COMM COMMUNICATION
 E ELECTRIC
 MH MANHOLE
 ST STORM
 TYP TYPICAL



2
C1.1 **STADIUM LIGHT POLE 'A4' FOUNDATION PLAN**
SCALE: 1"=1'-0"



3
C1.1 **STADIUM LIGHT POLE 'A4' FOUNDATION SECTION**
SCALE: 1"=1'-0"



aec
 Associated Engineering Consultants Incorporated
 485 Devon Park Drive Suite 113 Wayne Pennsylvania 19087 tel 610 658 3980 fax 610 658 4566
 www.aecnet.net

Civil | Structural | HVAC | Plumbing | Electrical | Fire Protection

SEAL

PROJECT

VILLANOVA UNIVERSITY
 PROPOSED STADIUM LIGHTING UPGRADES
 800 EAST LANCASTER AVENUE
 VILLANOVA, PENNSYLVANIA 19085
 RADNOR TOWNSHIP, DELAWARE COUNTY

DATE	REVISION
05/03/19	BID ISSUE

SHEET TITLE

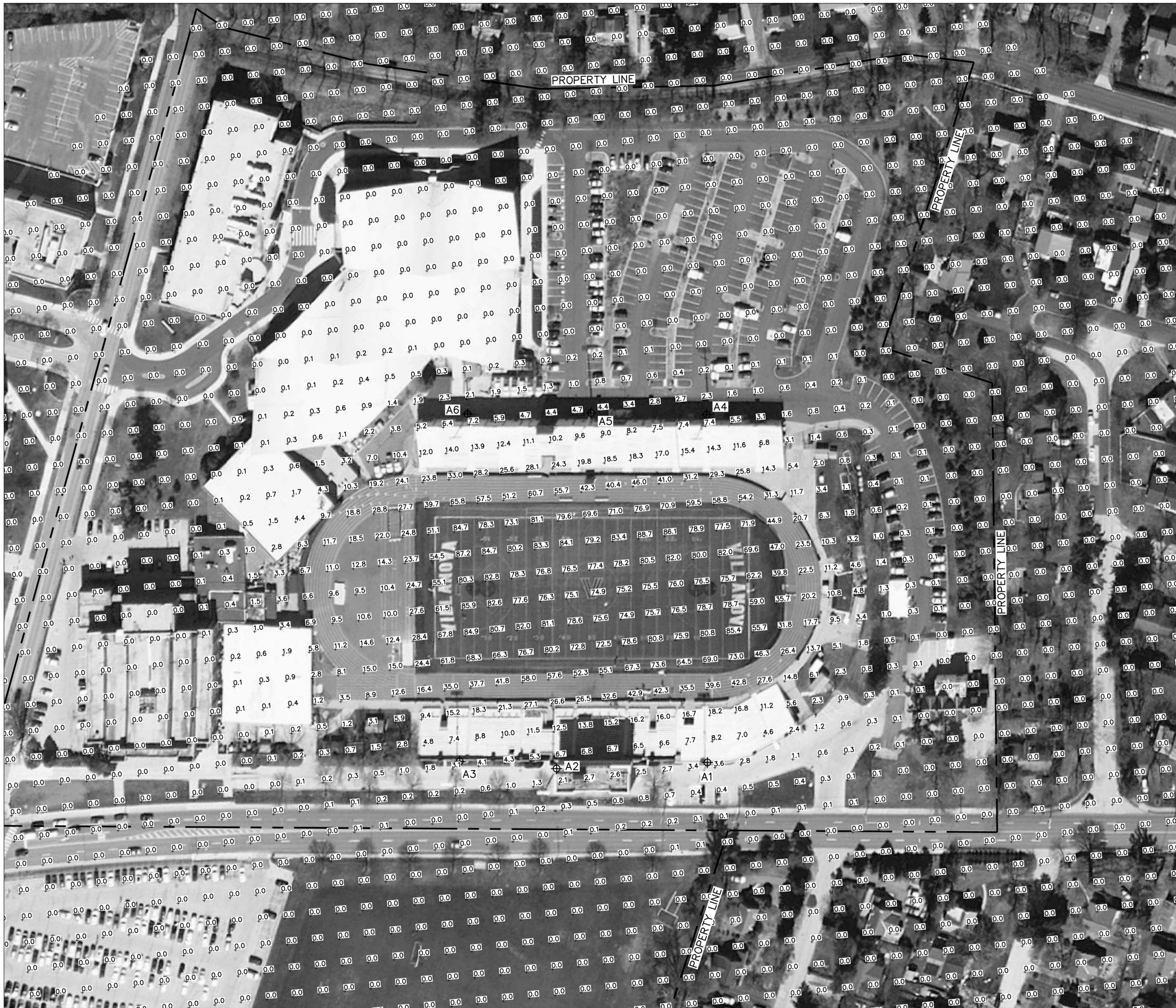
SITE PLAN

DRAWN BY: BJD
 CHECKED BY: KRM

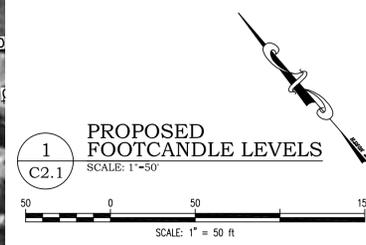
SHEET NO.

C1.1

PROJECT NO. 0105.190
 DATE: APRIL 16, 2019



- NOTES:**
- MUSCO SPORTS LIGHTING USED AS BASIS OF DESIGN.
 - FOOTBALL GRID: GUARANTEED AVERAGE HORIZONTAL FOOTCANDLE LEVEL WITHIN FOOTBALL FIELD AREA MUST BE 75 MINIMUM.
 - TRACK GRID: GUARANTEED AVERAGE HORIZONTAL FOOTCANDLE LEVEL WITHIN TRACK AREA MUST BE 30 MINIMUM.
 - HORIZONTAL FOOTCANDLE LEVEL AT ANY POINT ALONG THE PROPERTY LINE MUST BE 0.0.
 - DESIGN TO INCLUDE NEW WEB-BASED CONTROLS WITH THE ABILITY TO CONTROL LIGHT LEVELS FROM AN IPHONE/ IPAD, A LOCAL PANEL LOCATED AT THE STADIUM, AND REMOTELY FROM THE PUBLIC SAFETY OFFICE ACROSS CAMPUS.



SEAL

PROJECT

VILLANOVA UNIVERSITY
PROPOSED STADIUM LIGHTING UPGRADES
 800 EAST LANCASTER AVENUE
 VILLANOVA, PENNSYLVANIA 19085
 RADNOR TOWNSHIP, DELAWARE COUNTY

DATE	REVISION
05/03/19	BID ISSUE

SHEET TITLE

PROPOSED FOOTCANDLE LEVELS

DRAWN BY: BJD
 CHECKED BY: KRM

SHEET NO.

C2.1

PROJECT NO. 0105.190
 DATE: APRIL 16, 2019

GENERAL NOTES:

- 1. THIS COVER SHEET IS A GENERAL ELECTRICAL LEGEND. ALL ABBREVIATIONS, DESIGNATIONS, SYMBOLS, ETC. MAY NOT APPEAR ON THE DRAWINGS.
2. THESE DRAWINGS ARE PRESENTED TO THE CONTRACTOR WITH THE UNDERSTANDING THAT THE CONTRACTOR IS AN EXPERT AND COMPETENT IN THE PREPARATION OF CONTRACT BID PRICES ON THE BASIS OF INFORMATION SUCH AS IS CONTAINED IN THESE DOCUMENTS. IT IS THE INTENT OF THE DRAWINGS AND SPECIFICATIONS TO CALL FOR FINISHED WORK, TESTED AND READY FOR OPERATION AND IN COMPLETE CONFORMANCE WITH ALL APPLICABLE CODES, RULES AND REGULATIONS. MINOR ITEMS NOT USUALLY SHOWN OR SPECIFIED, BUT MANIFESTLY NECESSARY FOR THE PROPER INSTALLATION AND OPERATION OF THE VARIOUS SYSTEMS SHALL BE INCLUDED IN THE WORK AND IN THE PROPOSAL THE SAME AS IF SPECIFIED OR SHOWN ON THE DRAWINGS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFOR SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. NO DEPARTURES SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
3. THE SUBMISSION OF A PROPOSAL BY THE CONTRACTOR IS NOTIFICATION THAT THE CONTRACTOR HAS TOTALLY FAMILIARIZED HIMSELF WITH THE CONTRACT DOCUMENTS AND EXISTING SITE CONDITIONS AND HAS AGREED TO PROVIDE THE NECESSARY LABOR AND MATERIAL FOR THE COMPLETE INSTALLATION OF EACH SYSTEM IN A NEAT AND WORKMANLIKE MANNER IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION.
4. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, SIZES, CLEARANCES AND LOCATIONS PRIOR TO THE START OF CONSTRUCTION. ANY NECESSARY CHANGES IN FIELD WITH APPROVAL OF DESIGN ENGINEER. ALL CHANGES SHALL BE MADE AT NO ADDITIONAL COST.
5. THE DRAWINGS INDICATE ARRANGEMENTS AND APPROXIMATE SIZES AND RELATIVE LOCATIONS OF PRINCIPLE APPARATUS, EQUIPMENT, DEVICES AND SERVICES TO BE PROVIDED. DRAWINGS ARE DIAGRAMMATIC AND ARE A GRAPHIC REPRESENTATION OF THE CONTRACT REQUIREMENTS TO BEST AVAILABLE STANDARDS AT THE SCALE INDICATED.
6. LAYOUT OF EQUIPMENT INDICATED ON THE DRAWINGS SHALL BE CHECKED AND COMPARED AGAINST ALL DRAWINGS AND SPECIFICATIONS OF ALL TRADES AND EXACT LOCATIONS DETERMINED USING APPROVED SHOP DRAWINGS OF SUCH EQUIPMENT. WHERE PHYSICAL INTERFERENCE OCCURS, CONSULT WITH ENGINEER AND PREPARE DATED, DIMENSIONED DRAWINGS COORDINATED WITH ALL OTHER TRADES. OBTAIN WRITTEN APPROVAL OF THE ENGINEER FOR SUCH DRAWINGS AND DISTRIBUTE SAME AS REQUIRED.
7. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OWNER AND ALL OTHER CONTRACTORS. HE SHALL ALSO SCHEDULE HIS WORK IN ACCORDANCE WITH THE CONSTRUCTION SCHEDULE SO THAT ALL OF HIS WORK CAN BE INSTALLED WITHOUT DELAYING THE PROJECT.
8. CONTRACTOR SHALL SECURE AND PAY ALL FEES AND PERMITS PERTAINING TO THE CONTRACT.
9. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT COMPLIANCE WITH THE MANUFACTURERS' WRITTEN INSTRUCTIONS.
10. ALL WORK SHALL BE PERFORMED IN A CLEAN AND WORKMANLIKE MANNER. CARE SHALL BE EXERCISED TO MINIMIZE ANY INCONVENIENCE OR DISTURBANCE TO OTHER AREAS OF THE BUILDING WHICH ARE TO REMAIN IN OPERATION. ISOLATE WORK AREAS BY MEANS OF TEMPORARY PARTITIONS AND/OR TARPS TO KEEP DUST AND DIRT WITHIN THE CONSTRUCTION AREA.
11. CONTRACTOR SHALL BE PROTECTIVE FOR WORKMENS IDENTIFICATION AND BADGING, SAFETY AND FIRE PROTECTION, BARRICADES, WARNING SIGNS, TRASH REMOVAL, CUTTING AND PATCHING.
12. CONTRACTOR SHALL SCHEDULE WITH THE OWNER ALL SHUTDOWNS THAT AFFECT UTILITIES AND PORTIONS OF THE BUILDING THAT MUST REMAIN IN OPERATION.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RIGGING, HANDLING AND PROTECTION OF MATERIALS. ALL EQUIPMENT AND MATERIALS SHALL BE NEW AND WITHOUT BLEMISH OR DEFECT.
14. CONTRACTOR SHALL PROVIDE LABOR TO RECEIVE, UNLOAD, STORE, PROTECT AND TRANSFER TO POINT OF INSTALLATION OF OWNER FURNISHED ITEMS.
15. USE TEMPORARY ENCLOSURES, OR OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT SPREAD TO LOWEST PRACTICAL LEVEL. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
16. CLEAN THE JOB SITE DAILY AND REMOVE FROM THE PREMISES ANY DIRT AND DEBRIS CAUSED BY THE PERFORMANCE OF THE WORK INCLUDED IN THIS CONTRACT.
17. WHERE CONDUIT, CABLES, DUCTWORK OR PIPING PASSES THROUGH FIRE RATED FLOORS OR WALLS, THE PENETRATION SHALL BE COMPLETELY SEALED WITH A FIRE STOP MATERIAL THAT IS UL LISTED AND ACCEPTED BY THE BUILDING DEPARTMENT AND FIRE DEPARTMENT AS BEING SUITABLE FOR THIS SERVICE. THIS MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUFACTURER TO MAINTAIN THE UL LISTED FIRE RATING OF THE PENETRATED WALL OR FLOOR.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SLAB OPENINGS, WALL OPENINGS, ROOF PENETRATIONS, BEAM PENETRATIONS AND CORING AS IT RELATES TO HIS/HER WORK. CONTRACTOR SHALL SUBMIT SIZE AND LOCATION TO THE STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL.
19. CONTRACTOR SHALL SUBMIT SCHEDULE OF SUBMITTALS PRIOR TO SUBMITTING ANY SHOP DRAWINGS. THIS SCHEDULE SHALL IDENTIFY ALL PRODUCT DATA, DRAWINGS, ETC. TO BE SUBMITTED FOR THIS PROJECT, INCLUDING THE ANTICIPATED DATE OF EACH SUBMISSION. CONTRACTOR SHALL SUBMIT (6) SETS OF SHOP DRAWINGS AND EQUIPMENT CUTS TO THE ENGINEER FOR APPROVAL PRIOR TO PURCHASING EQUIPMENT OR STARTING ANY WORK. CONTRACTOR SHALL SUBMIT (3) PRINTS AND (1) REPRODUCIBLE OF ALL PIPING, DUCTWORK, FIRE PROTECTION, CONDUIT, AND CABLE TRAY FIELD INSTALLATION DRAWINGS FOR EACH SYSTEM TO BE INSTALLED. ANY WORK INSTALLED OR EQUIPMENT PURCHASED PRIOR TO RECEIPT OF ENGINEER-APPROVED SHOP DRAWINGS THAT REQUIRES CHANGES SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
20. SUBMIT CATALOG INFORMATION, FACTORY ASSEMBLY DRAWINGS AND FIELD INSTALLATION DRAWINGS AS REQUIRED FOR A COMPLETE EXPLANATION AND DESCRIPTION OF ALL ITEMS TO BE PROVIDED. THE CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP DRAWINGS. NO SUBMISSION WILL BE ACCEPTED WITHOUT THE SIGNED APPROVAL OF THE CONTRACTOR. THE CONTRACTOR SHALL CHECK AND VERIFY ALL FIELD MEASUREMENTS.
21. INSTALLED SYSTEMS SHALL OPERATE UNDER ALL CONDITIONS OR LOAD WITHOUT SOUND OR VIBRATION THAT IS OBJECTIONABLE TO THE ENGINEER, ARCHITECT OR OWNER. OBJECTIONABLE SOUND OR VIBRATION CONDITIONS SHALL BE CORRECTED IN AN APPROVED MANNER BY THE CONTRACTOR AT HIS EXPENSE.
22. FURNISH ACCESS DOORS AS REQUIRED FOR OPERATION AND MAINTENANCE OF CONCEALED EQUIPMENT, SWITCHES, CONTROLS, ETC. ALL ACCESS DOORS SHALL BE COORDINATED WITH THE ARCHITECT AND/OR OWNER AND SHALL MATCH THE FIRE RATING OF THE PENETRATION AS REQUIRED.
23. ALL WORK FURNISHED UNDER THE CONTRACT SHALL BE GUARANTEED AGAINST ANY AND ALL DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE. ANY DEFECTS OF WORKMANSHIP DEVELOPING DURING THIS PERIOD SHALL BE REMEDIATED AND ANY DEFECTIVE MATERIAL SHALL BE REPLACED WITHOUT ADDITIONAL COST TO THE OWNER.
24. CONTRACTOR SHALL RESTORE EXISTING SYSTEMS, DEVICES, FINISHES, ETC., DAMAGED OR ALTERED BY WORK TO ACCEPTABLE CONDITION AS DETERMINED BY THE OWNER, ARCHITECT AND/OR ENGINEER.
25. CONTRACTOR SHALL NOTIFY ENGINEER OF ESTIMATED DATE OF COMPLETION OF ROUGH-IN WORK AND DATE OF BOTH WALL AND CEILING INSTALLATION. NOTIFICATION SHALL BE A MINIMUM OF ONE WEEK PRIOR TO DATE TO ENABLE ENGINEER TO SCHEDULE PRELIMINARY PUNCHLIST INSPECTION. CONTRACTOR SHALL SIMILARLY NOTIFY ENGINEER OF COMPLETION OF ALL WORK, INDICATING THE CONTRACTOR IS READY FOR THE ENGINEER TO PERFORM THE FINAL PUNCHLIST INSPECTION.
26. UPON COMPLETION OF ALL UNFINISHED OR FAULTY WORK NOTED IN ENGINEER'S FINAL PUNCHLIST, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER IN WRITING A LETTER OF COMPLETION CERTIFYING THAT ALL PUNCHLIST ITEMS HAVE BEEN COMPLETED AND ALL AS-BUILT PLANS, MANUALS, ETC. HAVE BEEN SUBMITTED.
27. ALL CHANGES MADE BY THE CONTRACTOR WHICH ARE NOT APPROVED BY THE DESIGN ENGINEER SHALL BE DONE AT THE LIABILITY OF THE CONTRACTOR.

ELECTRICAL DEMOLITION NOTES:

- 1. DEMOLITION/RELOCATIONS: EACH TRADE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND RELOCATIONS OF SERVICES, EQUIPMENT AND MATERIAL RELATING TO THEIR RESPECTIVE TRADE.
2. WHERE EXISTING WALLS, FLOORS OR CEILINGS ARE REMOVED, ALL ELECTRICAL SYSTEMS SHALL BE PROTECTED FROM DAMAGE AND SUPPORTED AS REQUIRED. REPAIR ANY DAMAGE TO EXISTING TO REMAIN EQUIPMENT.
3. PRIOR TO DEMOLITION, THE CONTRACTOR SHALL REVIEW WITH THE OWNER ALL MATERIALS TO BE REMOVED. SHOULD THE OWNER OPT TO KEEP ANY MATERIALS, THE CONTRACTOR SHALL REMOVE AND DELIVER THE PARTS TO THE OWNER ON THE SITE WHERE DIRECTED. OTHERWISE, ALL DEMOLISHED OR REMOVED MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR, SHALL BE REMOVED FROM THE SITE, AND BE DISPOSED OF IN A LEGAL MANNER.
4. DEMOLITION SHALL INCLUDE REMOVAL OF ALL PARTS AND PIECES IN THEIR ENTIRETY BACK TO THE POINTS INDICATED OR IF NOT INDICATED BACK TO THEIR POINT OF SOURCE. WHERE CONDITIONS PROHIBIT TOTAL REMOVAL OF THE WORK, THE REMAINING PORTION SHALL BE CUT FLUSH WITH THE SURROUNDING SURFACE SHALL BE REFINISHED IN AN APPROVED MANNER.
5. MAINTAIN EXISTING UTILITIES INDICATED OR WHERE REQUIRED TO REMAIN. KEEP IN SERVICE AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR USED FACILITIES, EXCEPT WHEN SCHEDULED WITH THE OWNER.
6. DO NOT REMOVE EXISTING STRUCTURAL WORK. DO NOT REMOVE OPERATIONAL ELEMENTS AND SAFETY-RELATED COMPONENTS IN A MANNER RESULTING IN A REDUCTION OF CAPACITIES TO PERFORM IN THE MANNER INTENDED OR RESULTING IN DECREASED OPERATIONAL LIFE, INCREASED MAINTENANCE, OR DECREASED SAFETY.
7. REMOVALS, DISCONNECTIONS, AND RELOCATIONS SHALL BE PERFORMED BY WORKMEN SKILLED IN THE TRADE INVOLVED AND SHALL BE EMPLOYED BY A CONTRACTOR LICENSED IN THE TRADE INVOLVED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ACCEPTED TRADE PRACTICES.
8. PROVIDE ADEQUATE TEMPORARY SUPPORT FOR WORK TO REMAIN TO PREVENT FAILURE. DO NOT ENDANGER OTHER WORK.
9. PROTECTION: PROVIDE ADEQUATE PROTECTION WHERE REQUIRED FOR THE PRESENT BUILDING AND ITS CONTENTS. TEMPORARY DUSTPROOF BARRIERS AND BARRICADES SHALL BE ERRECTED WHERE REQUIRED FOR PROTECTION OF PERSONNEL, PROTECTION FROM DUST AND DIRT, FOR SECURITY, FIRE AND WEATHER PROTECTIVE REASONS. CONTRACTOR SHALL TAKE EVERY PRECAUTION AGAINST FIRE BY EMPLOYING FIRE DEPARTMENT TYPE HOSES AND PORTABLE FIRE EXTINGUISHERS AS REQUIRED BY OSHA AND/OR THE OWNER'S INSURANCE UNDERWRITER. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
10. ALL EXISTING EQUIPMENT REQUIRED TO BE REUSED SHALL BE CLEANED. IN ALL INSTANCES WHERE CONTRACTOR FINDS THAT EXISTING EQUIPMENT IS DEFECTIVE TO THE POINT WHERE IT CANNOT BE PROPERLY RESTORED AND WILL NOT OPERATE PROPERLY, THEY SHALL REPORT THE SPECIFIC INSTRUMENTS OR EQUIPMENT TO THE ARCHITECT/ENGINEER FOR DIRECTIONS.
11. EXTREME CARE SHALL BE EXERCISED FOR ALL EXISTING ITEMS THAT ARE TO REMAIN IN SERVICE UNTIL NEW ITEMS ARE INSTALLED FOR THE SAME SERVICE. ALL SHUTDOWNS OF ANY SYSTEM SHALL BE COORDINATED WITH THE OWNER.
12. ALL WORK TO BE DEMOLISHED REQUIRING DISRUPTION TO EXISTING AREAS ON FLOORS ABOVE, BELOW, OR ADJACENT TO THE CONTRACT AREA; EACH CONTRACTOR SHALL SCHEDULE EACH DISRUPTION WITH THE OWNER. WHERE DEMOLITION WORK WILL REQUIRE TEMPORARY REMOVAL OF EXISTING PIPING WHICH ARE TO REMAIN, THE OWNER SHALL DIRECT AND DEFINE PROCEDURES. NO WORK SHALL PROCEED WITHOUT OWNER'S AUTHORIZATION.
13. REMOVE AND REROUTE BY OFFSETTING AS REQUIRED ANY EXISTING PIPING RISERS, STACKS OR LATERAL PIPING TO REMAIN IN SERVICE AND BECOME EXPOSED DUE TO NEW FLOOR PLAN AND OR NEW CEILING LAYOUT.
14. WHERE DRAWINGS INDICATE THE DEMOLITION OF CONDUIT, ETC., THE DEMOLITION CONTRACTOR SHALL REMOVE ALL ABANDONED HANGERS AND SUPPORTS.
15. THE CONTRACTOR SHALL REPAIR ALL PENETRATIONS OF ROOFS, WALLS AND FLOORS TO MATCH EXISTING OF WHICH ITEMS HAVE BEEN DEMOLISHED.
16. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL REMOVE EQUIPMENT PADS/CURBS/ SUPPORTS FOR ALL FLOOR OR ROOF MOUNTED EQUIPMENT INDICATED TO BE REMOVED. REPAIR FLOORS AND ROOFS AS REQUIRED TO MATCH EXISTING. REMOVE HANGERS AND SUPPORTS FOR ALL SUSPENDED EQUIPMENT INDICATED TO BE REMOVED.
17. WHERE EQUIPMENT IS INDICATED TO BE REMOVED, THE CONTRACTOR SHALL REMOVE ALL DISCONNECTS, DRIVES, STARTERS, CONTACTORS, SWITCHES, CONTROLLERS, SENSORS, ACTUATORS, ETC. REMOVE EQUIPMENT POWER FEED WIRING AND CONDUIT COMPLETE BACK TO DISTRIBUTION PANEL. ALL CONTROLS CONDUIT, WIRING AND/OR PNEUMATIC TUBING SHALL BE REMOVED BACK TO A REASONABLE EXTENT.
18. ELECTRICAL CONTRACTOR SHALL PROVIDE TEMPORARY LIGHTING AND POWER IF REQUIRED TO ALLOW FOR OPERATION DURING THE DEMOLITION AND EXECUTION OF THIS CONTRACT. TEMPORARY POWER SHALL INCLUDE THE FILING OF ALL APPLICATIONS AND FORMS WITH THE LOCAL UTILITY COMPANY.

ELECTRICAL NEW WORK NOTES:

- 1. THE CONTRACTOR SHALL SUBMIT DRAWINGS SHOWING COORDINATION OF ALL TRADES, INCLUDING, BUT NOT LIMITED TO: DUCTS, PIPING, CONDUIT, EQUIPMENT, FIXTURES, STRUCTURE, FRAMING AND ANY ITEMS PENETRATING THE CEILING. THE CONTRACTOR SHALL INCUR ALL EXPENSES RELATED TO A LACK OF COORDINATION BETWEEN TRADES.
2. ALL ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND SHOW DESIGN INTENT ONLY. THE EXACT LOCATION AND SIZES OF ALL EQUIPMENT SHALL BE VERIFIED BY THE CONTRACTOR AND COORDINATED WITH THE ARCHITECT AND ALL OTHER TRADES.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE 2011 NEC, THE 2009 INTERNATIONAL BUILDING CODE, AS WELL AS WITH ALL APPLICABLE STATE AND LOCAL CODES AND REGULATIONS.
4. THE CONTRACTOR(S) IS/ARE RESPONSIBLE TO PROVIDE A FUNCTIONAL INSTALLATION AS INTENDED BY THE ENGINEER OF RECORD.
5. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL WORK WITH OTHER TRADES. THIS INCLUDES, BUT IS NOT LIMITED TO: CONDUIT, LATTER TRAYS, POWER PANELS, PENETRATIONS, ACCESSIBILITY AND SERVICEABILITY.
6. ELECTRICAL CONTRACTOR SHALL ENSURE MINIMUM NEC CLEARANCES IN FRONT OF ALL ACCESS PANELS.
7. PRIOR TO CONNECTING ANY NEW LOADS TO EXISTING PANELBOARDS, THE CONTRACTOR SHALL VERIFY THAT THE NEW LOAD PLUS THE EXISTING LOAD DOES NOT EXCEED THE AMPACITY LIMITS AS SET FORTH BY THE N.E.C.
8. REFER TO THE ARCHITECTURAL REFLECTED CEILING PLANS FOR THE EXACT AND FINAL LOCATIONS OF ALL CEILING MOUNTED DEVICES AND APPURTENANCES, INCLUDING BUT NOT LIMITED TO-LIGHTING FIXTURES, EXIT SIGNAGE, SMOKE DETECTORS, SPEAKERS, SUPPLY AIR DIFFUSERS, RETURN AIR GRILLES AND SPRINKLER HEADS.
9. ELECTRICAL SCHEDULES DO NOT NECESSARILY INDICATE EQUIPMENT QUANTITIES.
10. EACH FEEDER AND BRANCH CIRCUIT SHALL INCLUDE AN (INSULATED) EQUIPMENT GROUNDING CONDUCTOR. EACH INFORMATION TECHNOLOGY DISTRIBUTION FEEDER AND BRANCH CIRCUIT SHALL ADDITIONALLY INCLUDE AN (INSULATED) ISOLATED GROUND CONDUCTOR.
11. JUNCTION AND PULL BOXES ARE NOT NECESSARILY INDICATED, BUT SHALL BE PROVIDED WHERE MANDATED BY THE NEC, AND AS REQUIRED FOR EASE OF INSTALLATION. BOXES SHALL BE SIZED (MINIMUM) IN ACCORDANCE WITH ARTICLE 370 OF THE NEC.
12. DUCT SMOKE DETECTORS SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR AND MOUNTED BY MECHANICAL CONTRACTOR. ALL LOW-VOLTAGE POWER WIRING BY MECHANICAL CONTRACTOR. LINE VOLTAGE POWER WIRING BY ELECTRICAL CONTRACTOR (SEE ELECTRICAL DWGS). FIRE ALARM WIRING BY ELECTRICAL CONTRACTOR.
13. FURNISH AND INSTALL OUTLETS AND NECESSARY EMPTY RACEWAY WITH PULL WIRE FOR THE TELEPHONE SYSTEM. TELEPHONE EQUIPMENT AND WIRING WILL BE PROVIDED UNDER A SEPARATE CONTRACT. INSTALL TELEPHONE SYSTEM WORK IN ACCORDANCE WITH BUILDING STANDARDS. PROVIDE COVER PLATE FOR ALL EMPTY OUTLET BOXES.
14. PROVIDE ACCESS PANELS FOR ANY DEVICES WHICH ARE CONCEALED IN ACCORDANCE WITH NEC.

SPECIFICATIONS

SECTION I - GENERAL REQUIREMENTS

A. GENERAL

- 1. THE APPLICABLE PROVISIONS OF THESE GENERAL REQUIREMENTS SHALL BE HELD BINDING TO ELECTRICAL CONTRACTOR AND ALL THEIR SUBCONTRACTORS.
2. THE GENERAL CONDITIONS OF THE CONTRACT SHALL BE AS OUTLINED AND SPECIFIED UNDER THE CONTRACT FOR CONSTRUCTION AND ASSOCIATED CONTRACT DOCUMENTS.
3. SPECIAL CONDITIONS OF THE CONTRACTS
1. ELECTRICAL CONTRACTOR AND ALL HIS SUB CONTRACTORS SHALL COOPERATE AND WORK IN CLOSE CONJUNCTION WITH THE GENERAL CONTRACTOR TO ASSURE A COMPLETE, WELL COORDINATED INSTALLATION OF ELECTRICAL SYSTEM.
2. ALL CONTRACTORS BIDDING THE PROJECT SHALL VISIT THE JOB SITE AND BECOME FAMILIAR WITH ALL JOB CONDITIONS PRIOR TO SUBMITTING BID; NO EXTRA COMPENSATION WILL BE PAID FOR EXTRA WORK MADE NECESSARY BY THE CONTRACTOR'S FAILURE TO DO SO. ALL WORK REQUIRED TO ACCOMMODATE EXISTING CONDITIONS, WHETHER SHOWN ON THESE DOCUMENTS OR NOT, SHALL BE COORDINATED AND ALL COSTS TO DO SO SHALL BE INCLUDED IN THE BIDS. CONTRACTORS SHALL PAY SPECIAL ATTENTION TO EXISTING CONDITIONS AFFECTING REMOVAL OF EXISTING EQUIPMENT AND THE ENTRANCE OF NEW EQUIPMENT.
3. SPECIAL CONDITIONS AS SPECIFIED IN ALL THE SUBSEQUENT SECTIONS AND PARAGRAPHS SHALL MODIFY AND AUGMENT THE GENERAL CONDITIONS OF THE CONTRACT AND SHALL TAKE PRECEDENCE OVER THE LATTER WHERE THERE IS A CONFLICT BETWEEN THE TWO.
4. THE ELECTRICAL SYSTEMS ARE INDICATED ON THE DRAWINGS, BUT ATTENTION IS CALLED TO THE FACT THAT CERTAIN PERTINENT INFORMATION AND DETAILS FOR THE ELECTRICAL WORK MAY APPEAR ON THE MECHANICAL DRAWINGS.

C. SCHEDULING OF WORK

- 1. CONTRACTOR SHALL SCHEDULE HIS WORK WITH THE GENERAL CONTRACTOR PRIOR TO BEGINNING WORK. NO WORK IS TO BEGIN PRIOR TO SCHEDULING BY THE OWNER.
2. ALL MATERIALS, SCAFFOLDING, TOOLS AND OTHER EQUIPMENT MUST BE ON THE JOB OR READILY AVAILABLE TO CONTRACTOR PRIOR TO BEGINNING ANY OF THE WORK.
3. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL PERSONS AND PROPERTY FROM ANY POSSIBLE DAMAGE DUE TO HIS WORK. HE SHALL MAINTAIN DUST BARRIERS, BARRICADES AND ANY OTHER PRECAUTIONS NECESSARY TO ACCOMPLISH THIS.
4. CONTRACTOR, UPON COMPLETION OF HIS DAY'S WORK, SHALL REMOVE ALL TOOLS, MATERIALS, APPARATUS AND RUBBISH OF ANY SORT. PREMISES SHALL BE LEFT NEAT AND ORDERLY AND IN A "BROOM CLEAN" CONDITION. UPON COMPLETION OF PROJECT, PREMISES SHALL BE CLEANED TO SATISFACTION OF OWNER.

E. DAMAGE

- 1. ANY DAMAGE DONE TO THE EXISTING BUILDING OR NEW WORK SHALL BE CORRECTED AND DAMAGE REPAIRED TO ITS ORIGINAL CONDITION TO THE SATISFACTION OF THE OWNER BY THE RESPONSIBLE CONTRACTOR.

F. CUTTING AND PATCHING

- 1. ALL CUTTING SHALL BE DONE BY THIS CONTRACTOR AS REQUIRED FOR THE INSTALLATION OF HIS WORK. CUTTING SHALL BE DONE BY COMPETENT MECHANICS AND ALL SURFACES SHALL BE PATCHED AND REFINISHED TO THE OWNER'S SATISFACTION.

G. GUARANTEE

- 1. PRIOR TO FINAL ACCEPTANCE OF THE WORK, A WRITTEN STATEMENT SHALL BE FURNISHED TO OWNER GUARANTEEING ALL EQUIPMENT AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE. UPON NOTICE FROM OWNER, THE CONTRACTOR SHALL PROMPTLY MAKE GOOD ALL DEFECTIVE WORKMANSHIP AND REPLACE ALL DEFECTIVE MATERIALS DURING THAT PERIOD.

H. WORKMANSHIP

- 1. ALL WORK SHALL BE INSTALLED IN AN APPROVED FIRST-CLASS, NEAT AND WORKMANLIKE MANNER BY MECHANICS COMPETENT IN THE TRADE. ALL DETAILS OF THE INSTALLATION SHALL BE ELECTRICALLY CORRECT.

I. MATERIAL APPROVALS

- 1. EIGHT (8) COPIES OF SHOP DRAWINGS SHALL BE SUBMITTED AND APPROVAL OBTAINED FOR ALL EQUIPMENT BEFORE FINAL RELEASE OF THOSE ITEMS. ENGINEER'S REVIEW IS GIVEN ONLY FOR GENERAL COMPLIANCE WITH CONTRACT REQUIREMENTS, AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY OBLIGATION UNDER TAKEN UNDER THE CONTRACT.
2. EQUIPMENT SHALL BE PROVIDED EXACTLY AS SPECIFIED AND NO SUBSTITUTION WILL BE PERMITTED. WHERE MORE THAN ONE MANUFACTURER IS MENTIONED, ANY OF THOSE WILL BE ACCEPTABLE BUT NO OTHERS WILL BE CONSIDERED.

J. SCAFFOLDING

- 1. CONTRACTOR SHALL PROVIDE SCAFFOLDING NECESSARY FOR INSTALLATION OF HIS WORK. UPON COMPLETION OF INSTALLATION, SCAFFOLDING SHALL BE REMOVED.

K. LOCATIONS OF EQUIPMENT

- 1. DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC IN NATURE, AND ARE NOT INTENDED TO SHOW EXACT LOCATIONS. EXISTING CONDITIONS AND/OR ARCHITECT'S DETAILED DRAWINGS SHALL BE CONSULTED AND OUTLETS LOCATED SO THEY BEST SERVE INTENDED PURPOSE AND DO NOT INTERFERE WITH OTHER WORK. IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO COORDINATE LOCATIONS SUFFICIENTLY IN ADVANCE SO AS NOT TO INTERFERE WITH PROGRESS OF HIS WORK OR THAT OF OTHER CONTRACTORS.

L. DEFINITIONS

- 1. WHEREVER THE WORD "PROVIDE" APPEARS IN THESE SPECIFICATIONS OR ON THE ACCOMPANYING DRAWINGS, IT SHALL MEAN FURNISH AND INSTALL WITH ALL REQUIRED ASSOCIATED WORK, MATERIALS, EQUIPMENT AND APPURTENANCES.
2. WHEREVER THE WORD "INSTALL" APPEARS IN THESE SPECIFICATIONS OR ON THE ACCOMPANYING DRAWINGS, IT SHALL MEAN TO RECEIVE, HANDLE, INSPECT FOR PROPER CONDITION AND INSTALL WITH ALL REQUIRED ASSOCIATED WORK MATERIALS, EQUIPMENT AND APPURTENANCES.
3. WHENEVER THE WORD "FURNISH" APPEARS IN THESE SPECIFICATIONS OR ON THE ACCOMPANYING DRAWINGS, IT SHALL MEAN TO PURCHASE AND DELIVER TO THE INSTALLING CONTRACTOR DEVICES, EQUIPMENT AND ACCESSORIES AS NOTED OR SPECIFIED.

M. RECORD DRAWINGS

- 1. EACH CONTRACTOR SHALL KEEP ONE SET OF PRINTS ASIDE AT THE SITE, ON WHICH HE SHALL MARK ALL DEVIATIONS FROM CONTRACT DRAWINGS AND ANY DATA THAT IS PERTINENT FOR COMPLETION OF DOCUMENTS. AT COMPLETION OF THE PROJECT, THEY SHALL TRANSFER THE MARKS TO A SET OF REPRODUCIBLE DRAWINGS AND DELIVER THIS SET OF DRAWINGS TO THE OWNER.

N. CHASES AND OPENINGS

- 1. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR TO PROVIDE ANY CHASES OR WALL OPENINGS REQUIRED FOR THE INSTALLATION OF HIS WORK. IF ANY CUTTING AND PATCHING OF NEW WALLS, FLOORS ETC. IS REQUIRED DUE TO FAILURE TO DO SO, ELECTRICAL CONTRACTOR SHALL OBTAIN THE SERVICES OF THE GENERAL CONTRACTOR TO PROVIDE THE CUTTING AND PATCHING AND PAY FOR

SECTION II - ELECTRICAL SPECIFICATIONS

A. SCOPE OF WORK

- 1. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL ELECTRICAL WORK AND EQUIPMENT

REQUIRED TO COMPLETE THE INSTALLATION OF NEW ELECTRICAL AND HVAC EQUIPMENT IN ACCORDANCE WITH THE INTENT OF THESE SPECIFICATIONS AND DRAWINGS.

2. THE WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

- 2.1. COMPLETE NEW LIGHTING SYSTEM INCLUDING INSTALLATION OF NEW WIRING, FIXTURES, LAMPS AND SWITCHES, (OCC SENSORS, PHOTOCELLS)
2.2. NEW BRANCH WIRING, DEVICES AND PANELBOARDS.
2.3. EMPTY RACEWAYS FOR ADDITIONAL TELEPHONE AND DATA WIRING.
2.4. NEW PANELBOARDS AND FEEDER.
2.5. WIRING OF ALL HVAC & PLUMBING EQUIPMENT.
2.6. TEMPORARY LIGHTING AND POWER REQUIRED FOR THE USE OF ALL CONTRACTORS.
2.7. NEW FIRE ALARM PANELS AND DEVICES
2.8. FURNISHING AND WIRING DUCT TYPE SMOKE DETECTORS AND ALARM SIGNAL.

3. THE ELECTRICAL CONTRACTOR SHALL MAKE FINAL CONNECTIONS TO ALL APPARATUS PROVIDED UNDER THIS CONTRACT AND/OR PROVIDED UNDER OTHER CONTRACTS.

B. REGULATIONS

- 1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, LOCAL CODES AND THE AUTHORITIES ENFORCING THEM. ELECTRICAL INSTALLATION SHALL BE INSPECTED BY AN AUTHORIZED INSPECTION AGENCY APPROVED BY THE OWNER. A COPY OF THE PERMIT AND THE INSPECTION CERTIFICATE SHALL BE PRESENTED TO OWNER PRIOR TO FINAL PAYMENT.

2. THIS CONTRACTOR SHALL PROCURE ALL PERMITS AND INSPECTIONS AND PAY FOR SAME.

C. LABELING

- 1. IDENTIFY ALL EQUIPMENT PROVIDED UNDER THIS CONTRACT WITH ENGRAVED LAMINATED PHENOLIC NAMEPLATES, SCREW ON TYPE. ADHESIVE TYPE NAMEPLATES ARE NOT ACCEPTABLE.
2. IDENTIFY ALL ELECTRICAL DEVICES WITH EMBOSSED PRESSURE SENSITIVE ADHESIVE PLASTIC TAPE INDICATING PANEL AND CIRCUIT DESIGNATIONS.
3. PANELBOARDS SHALL BE PROVIDED WITH NEW TYPEWRITTEN DIRECTORIES. EXISTING PANELBOARDS SHALL BE PROVIDED WITH AN UPDATED CIRCUIT DIRECTORY CLEARLY INDICATING NEW WORK INSTALLED AND DATE ON WHICH THE WORK WAS PERFORMED.

D. WIRE AND CABLE

- 1. ALL WIRE SHALL BE EITHER INSULATED COPPER RUN IN METAL RACEWAY FROM PANELBOARD TO EQUIPMENT. ALL WIRING SHALL BE CONCEALED EXCEPT ON EXTERIOR AND AT ELECTRIC PANELS.
2. CONDUCTORS SHALL BE SOLID FOR #10 AND SMALLER, AND #8 AND LARGER SHALL BE STRANDED. MINIMUM BRANCH CIRCUIT WIRE SIZE SHALL BE #12 AWG. ALL WIRE SHALL BE COPPER.
3. ARMORED CABLE WHERE ALLOWED (CONCEALED AREAS) SHALL BE TYPE "MC" INSULATED GREEN GROUNDING CONDUCTOR AND HAVE 600 VOLT RATING.
4. ALL WIRING UNLESS OTHERWISE NOTED SHALL BE A MINIMUM #12 AWG. WHERE CIRCUIT LENGTHS EXCEED 75 LINEAR FEET IN TOTAL LENGTH, CONDUCTORS SHALL BE UPSIZED TO #10 AWG FOR VOLTAGE DROP

RACEWAYS AND WIRING METHODS

- 1. RACEWAYS SHALL BE INSTALLED IN ACCORDANCE WITH NATIONAL ELECTRIC CODE REQUIREMENTS. ELECTRICAL METALLIC TUBING (EMT) MAY BE USED FOR ALL INTERIOR CONDUIT RUNS. RIGID STEEL CONDUIT SHALL BE USED ON EXTERIOR. PVC SCHEDULE 40 SHALL BE USED FOR OUTDOOR UNDERGROUND. MC CABLE MAY BE USED FOR SHORT RUNS TO OVERCOME BUILDING OBSTRUCTIONS AND BETWEEN JUNCTION BOXES AND LIGHT FIXTURES. LENGTH OF MC CABLE TO LIGHT FIXTURES SHALL NOT EXCEED 6 FEET.
2. ALL WIRES SHALL BE COLOR CODED PER NEC.
3. ALL FITTINGS FOR EMT IN 208/120 OR 480/277 VOLT SYSTEMS SHALL BE STEEL COMPRESSION TYPE; FOR 2" AND SMALLER, 2 1/2" AND LARGER MAY BE STEEL SET SCREW TYPE. DIE CAST TYPE NOT ALLOWED. ALL CONNECTORS SHALL HAVE NYLON INSULATORS.
4. ALL FINAL CONNECTIONS TO MECHANICAL EQUIPMENT SHALL BE MADE WITH SECTION OF FLEXIBLE LIQUIDTIGHT CONDUIT NOT EXCEEDING 18" IN LENGTH.
5. ALL EXPOSED WIRING SHALL BE IN METAL RACEWAY; NO EXPOSED ARMORED CABLE WILL BE ACCEPTED. ARMORED CABLE MAY BE RUN ABOVE SUSPENDED CEILING OR IN PARTITIONS.
6. ALL WIRING ABOVE CEILINGS MUST BE SUPPORTED FROM STRUCTURE, NO WIRING WILL BE ACCEPTED LAYING ON CEILING.
7. ALL EXPOSED WIRING DOWN TO PANEL SHALL BE IN CONDUIT.
8. PROVIDE INDIVIDUAL NEUTRAL CONDUCTORS FOR EACH CIRCUIT. NO SHARED NEUTRALS WILL BE ACCEPTED.
9. WHERE MULTIPLE CONDUCTORS ARE INSTALLED THROUGH A COMMON CONDUIT (NIPPLE), ALL CONDUCTORS, INCLUDING NEUTRALS, MUST BE DE-RATED PER THE NEC.

E. GROUNDING

- 1. GROUNDING SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS OF NATIONAL ELECTRIC CODE AND ALL AUTHORITIES HAVING JURISDICTION.
2. GROUNDING SHALL GENERALLY BE ACCOMPLISHED THROUGH GROUND WIRE IN CONDUIT OR ARMORED CABLE SYSTEM. ALL MOTOR FRAMES AND NON-CURRENT CARRYING METALLIC PARTS OF ELECTRICAL APPARATUS SHALL BE GROUNDED.
3. GROUNDING POLE OF EACH RECEPTACLE SHALL BE CONNECTED TO ITS OUTLET BOX WITH A BONDING JUMPER AND APPROVED CLAMP OR GROUND SCREW. OUTLETS USING APPROVED SELF-GROUNDING SCREWS WILL BE ACCEPTABLE.
4. WHEREVER LIQUIDTIGHT FLEXIBLE CONDUIT IS USED, A SEPARATE CODE SIZE GREEN GROUNDING CONDUCTOR SHALL BE RUN IN RACEWAY AND CONNECTED AT EACH END TO METALLIC GROUND IN AN APPROVED MANNER.
5. A SEPARATE CODE SIZE GREEN GROUNDING CONDUCTOR SHALL BE RUN IN ALL RACEWAYS AND CONNECTED AT EACH END TO METALLIC GROUND IN AN APPROVED MANNER.

F. SPLICES

- 1. SPLICING OF #10 AND #12 WIRES MAY BE DONE WITH SPIRAL SPRING TYPE CONNECTORS INSIDE INSULATED METAL CUPS SUCH AS "SCOTCH-LOCK" OR "WING-NUT" OR EQUAL. FOR LARGER SIZE WIRES, INDENTATION TYPE SOLDERLESS PRESSURE CONNECTORS OF THE PROPER SIZE AND TYPE SHALL BE USED.

H. LIGHTING FIXTURES

- 1. THE ELECTRICAL CONTRACTOR SHALL FURNISH A COMPLETE NEW LIGHTING SYSTEM INCLUDING FIXTURES, REQUIRED ASSOCIATED APPURTENANCES, ALL LAMPS AND ACCESSORY WIRING.
2. ALL BALLASTS FOR NEW FIXTURES SHALL BE HIGH POWER FACTOR TYPE. THEY SHALL BE VALMONT ELECTRIC OR EQUAL AND SHALL COMPLY WITH UL REQUIREMENTS. ALL BALLASTS SHALL HAVE INTERNAL THERMAL PROTECTION AND SHALL BE "A" SOUND RATED. ALL BALLASTS IN FLUORESCENT FIXTURES SHALL BE RAPID START, ELECTRONIC TYPE, WITH LESS THAN 10% THD PER NEMA C82.11, COMPATIBLE WITH 18 LAMPS.
3. FIXTURES SHALL BE AS SPECIFIED UNDER "FIXTURE LIST" ON DRAWINGS.
4. LAY-IN TROFFERS SHALL BE FASTENED TO CEILING GRID WITH EITHER "HURRICANE CLIPS" OR

WITH (2) SHEET METAL SCREWS DRIVEN THROUGH EACH END OF FIXTURE INTO THE CEILING GRID.

- 5. INSTALL AT LEAST TWO INDEPENDENT SUPPORT WIRES FROM STEEL STRUCTURE TO A TAB ON LIGHTING FIXTURE. FASTEN SUPPORT CLIPS TO FIXTURE AND TO CEILING GRID MEMBERS AT OR NEAR EACH FIXTURE CORNER WITH UL LISTED CLIPS.
6. ALL FIXTURE LENSES, TRIMS AND REFLECTORS SHALL BE CLEANED AND LEFT FREE OF ALL FINGER MARKS.

J. SHOP DRAWINGS

- 1. SHOP DRAWINGS OR CATALOG CUTS SHALL BE SUBMITTED ON THE FOLLOWING:
• LIGHT FIXTURES & ALL LAMPS
• LIGHTING CONTROL SYSTEM



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SEAL

PROJECT

VILLANOVA UNIVERSITY
PROPOSED STADIUM LIGHTING UPGRADES
800 EAST LANCASTER AVENUE
VILLANOVA, PENNSYLVANIA 19085
RADNOR TOWNSHIP, DELAWARE COUNTY

Table with 2 columns: DATE, REVISION. Row 1: 05/03/19, BID ISSUE

SHEET TITLE

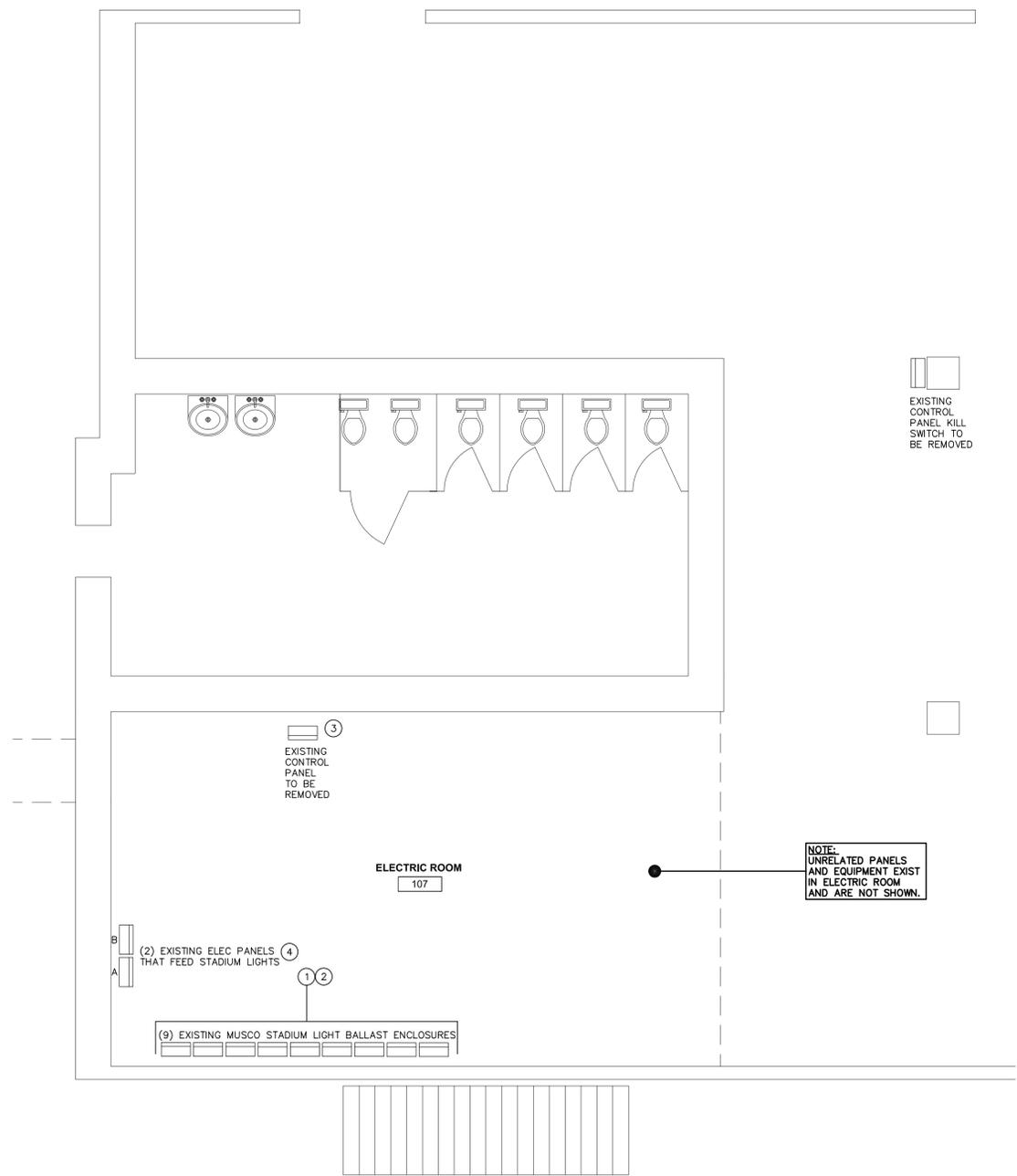
ELECTRICAL NOTES & SPECIFICATIONS

DRAWN BY: JMB
CHECKED BY: KRM

SHEET NO.

E0.1

PROJECT NO. 0105.190
DATE: APRIL 16, 2019



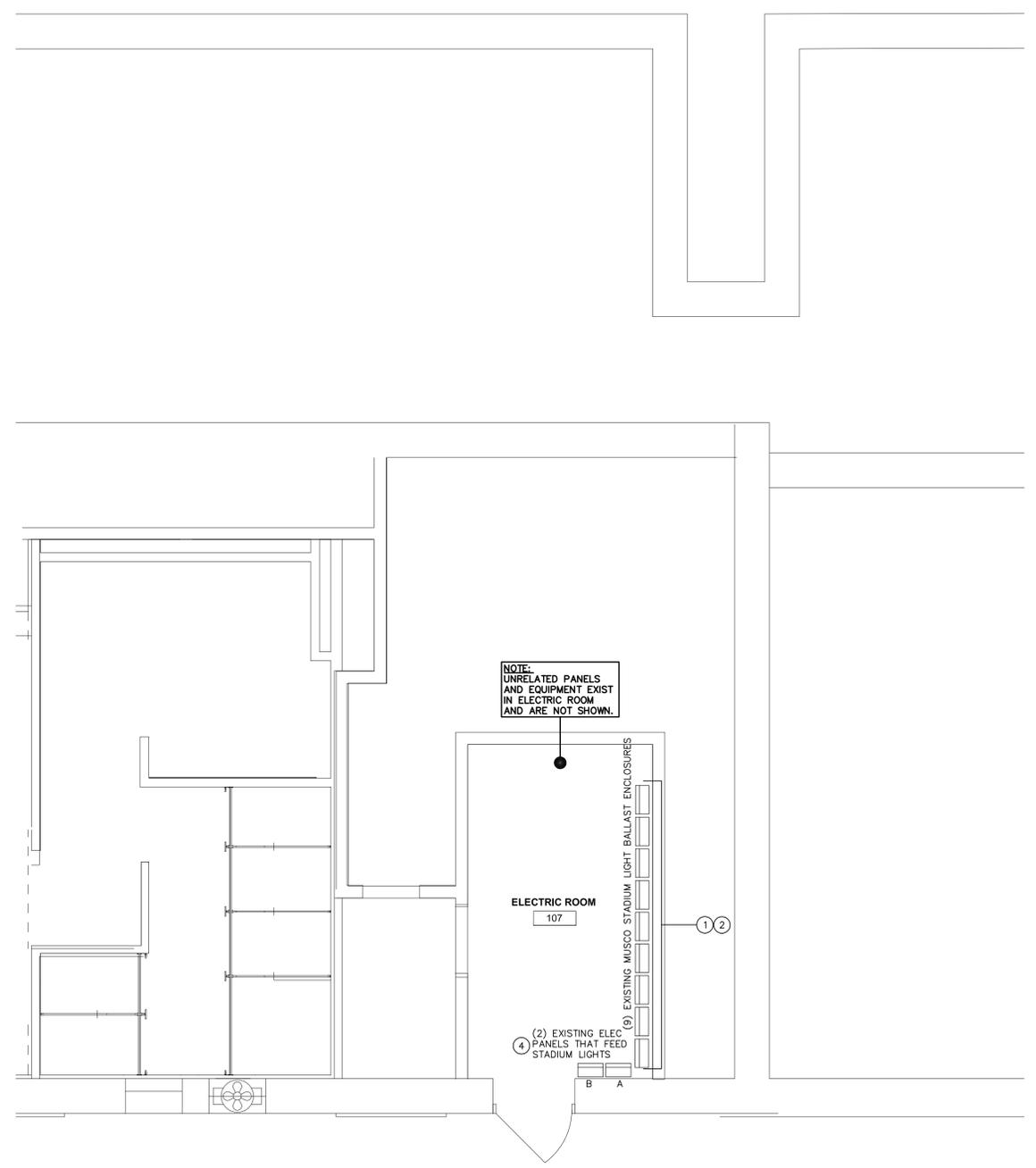
1
NORTH SIDE
ELECTRIC ROOM PLAN
SCALE: 1/4"=1'-0"

KEYED NOTES

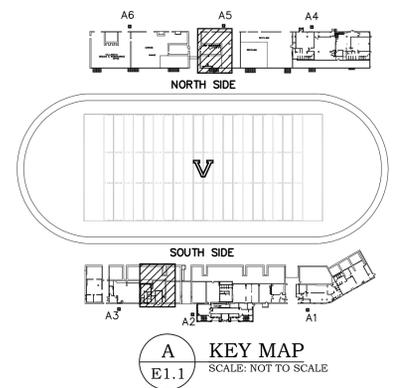
- REMOVE EXISTING STADIUM LIGHTING BALLAST ENCLOSURES. WIRE, TROUGH AND CONDUIT TO REMAIN IN PLACE TO BE RE-USED DURING NEW WORK.
- PROVIDE NEW STADIUM LIGHTING DRIVER ENCLOSURES FOR (3) LIGHTING POLES. CONNECT TO EXISTING CIRCUITS REMAINING FROM DEMOLITION CONTRACTOR IS RESPONSIBLE FOR VERIFYING NEW EQUIPMENT WILL FIT IN EXISTING SPACE.
- PROVIDE NEW CONTROL PANEL. ALL LIGHTS TO BE DIMMABLE. NORTH AND SOUTH SIDES TO HAVE THE ABILITY TO BE CONTROLLED SEPARATELY. USER TO HAVE ABILITY TO CONTROL LIGHTS REMOTELY AND A SEVEN DAY SCHEDULE. COORDINATE DESIRED CONTROL SCHEME WITH VILLANOVA UNIVERSITY. CONNECT TO EXISTING CIRCUITS REMAINING FROM DEMOLITION. BASIS OF DESIGN IS MUSCO. REUSE EXISTING CONTROL WIRE AND CONDUIT.
- EXISTING CIRCUIT BREAKERS AND CABLE WILL BE RE-USED FOR NEW STADIUM LIGHTS. SEE DRAWINGS E1.2 AND E1.3 FOR CIRCUITING DETAILS.

ALTERNATE

ADD ALTERNATE #1: PROVIDE NEW WIRE FROM EXISTING ELECTRICAL PANELS (A & B) TO NEW LED DRIVER ENCLOSURES. PROVIDE NEW WIRE FROM ENCLOSURES TO LIGHT POLES AND FIXTURES. EXISTING UNDERGROUND CONDUIT TO BE RE-USED.



2
SOUTH SIDE
ELECTRIC ROOM PLAN
SCALE: 1/4"=1'-0"



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PROJECT

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PROPOSED STADIUM LIGHTING UPGRADES
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VILLANOVA, PENNSYLVANIA 19085
RADNOR TOWNSHIP, DELAWARE COUNTY

DATE	REVISION
05/03/19	BID ISSUE

SHEET TITLE

ELECTRICAL PLAN

DRAWN BY: JMB
CHECKED BY: KRM

SHEET NO.

E1.1

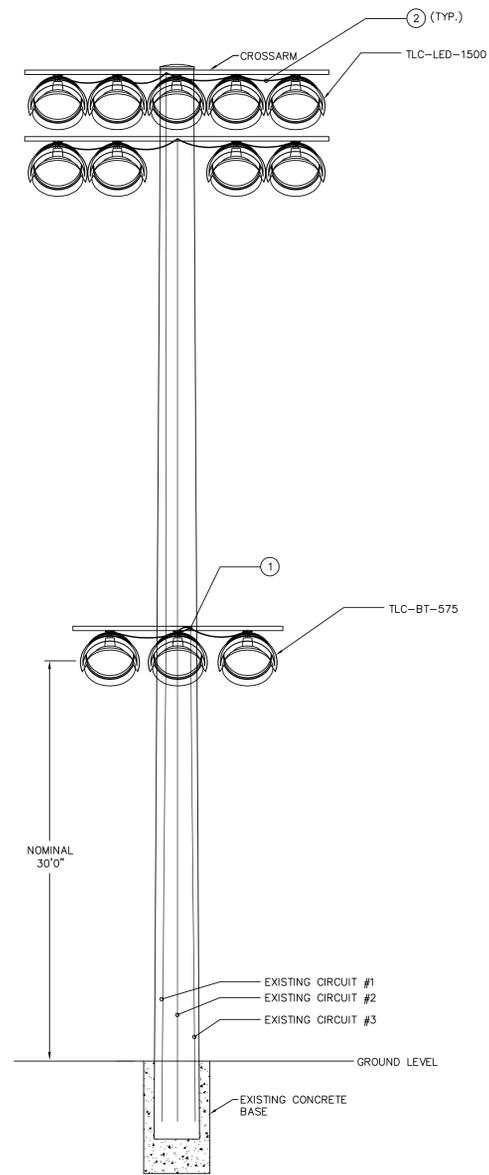
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DATE: APRIL 16, 2019

SHEET NOTES

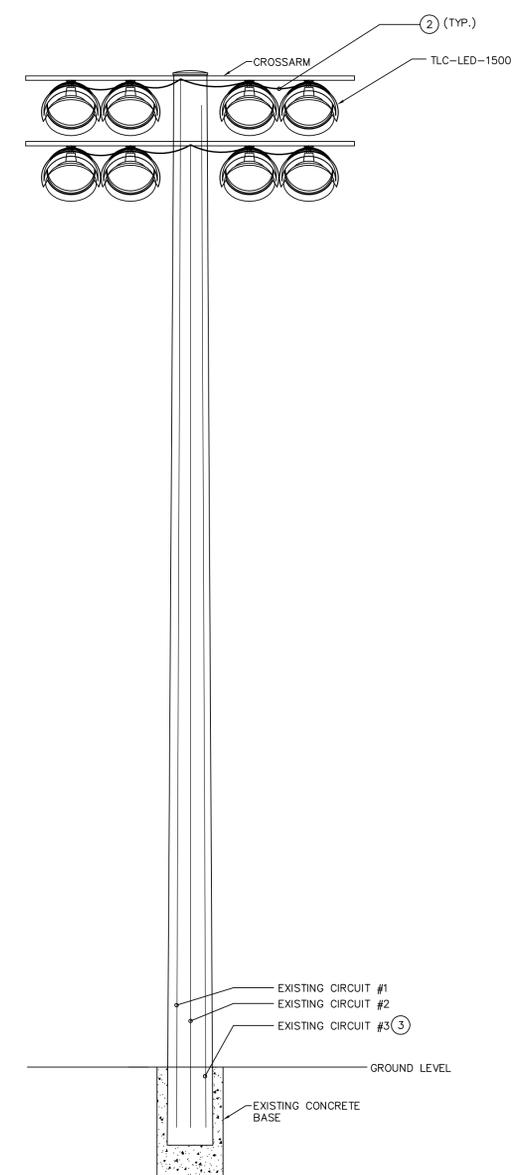
- EXISTING LIGHT FIXTURES TO BE REMOVED. NEW 480V, TWO POLE FIXTURES TO BE MOUNTED ON THE EXISTING 100' HIGH POLE IN LOCATIONS SHOWN. SEE DRAWING C1.1 FOR POLE LOCATIONS. ARRANGEMENT IS BASED ON BASIS OF DESIGN OF MUSCO. ALTERNATE ARRANGEMENTS ARE ACCEPTABLE PROVIDED LIGHTING LEVELS SHOWN ON DRAWING C2.1 ARE MAINTAINED. SEE DRAWING E1.1 FOR LIGHTING CONTROL REQUIREMENTS. E.C. SHALL UPDATE PANEL SCHEDULES.

KEYED NOTES

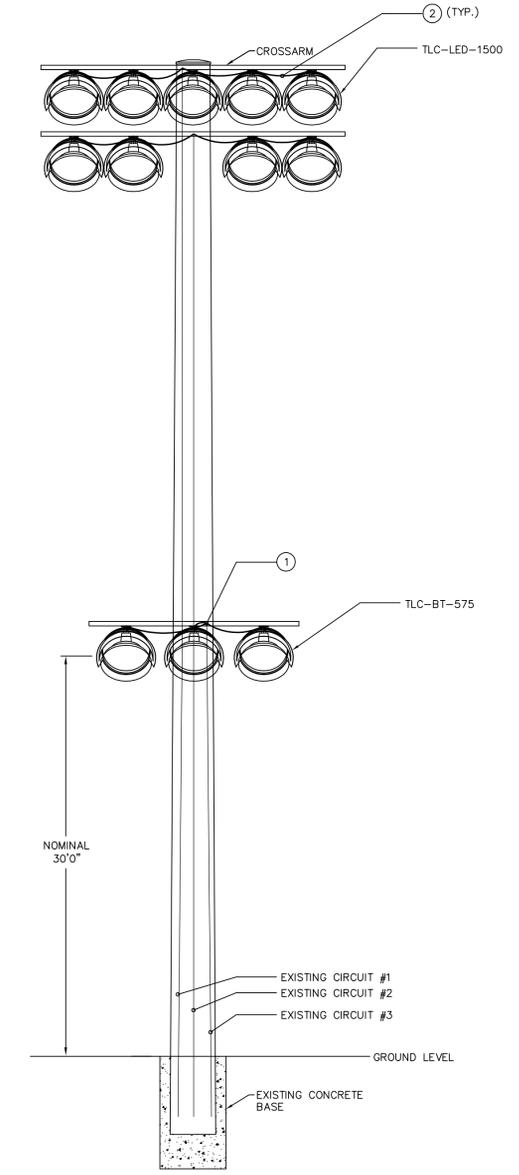
- SPLICE CIRCUIT TO FIXTURES TLC-BT-575. CIRCUIT WILL CONTINUE UP POLE TO FIXTURES TLC-LED-1500.
- NEW OUTDOOR RATED FLEXIBLE CONDUIT.
- DISCONNECT CIRCUIT AND SAFE END. LEAVE IN PLACE IN POLE. LABEL PANEL SCHEDULE AS "SPARE IN POLE A2"



1 STADIUM LIGHT - A1 DETAIL
E1.2 SCALE: NO SCALE



2 STADIUM LIGHT - A2 DETAIL
E1.2 SCALE: NO SCALE



3 STADIUM LIGHT - A3 DETAIL
E1.2 SCALE: NO SCALE



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SHEET TITLE

**ELECTRICAL
LIGHT DETAILS -
SOUTH SIDE**

DRAWN BY: JMB
CHECKED BY: KRM

SHEET NO.

E1.2

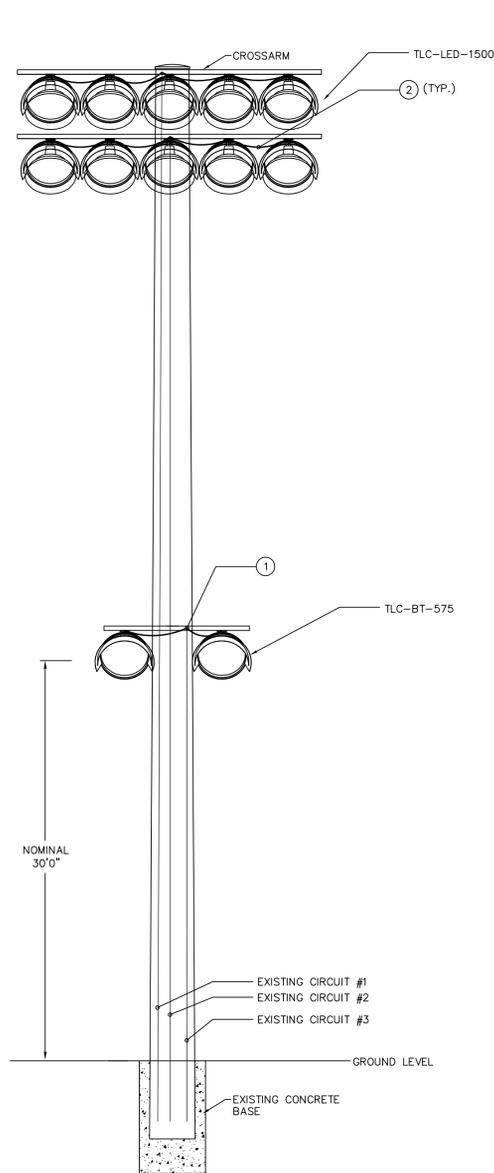
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SHEET NOTES

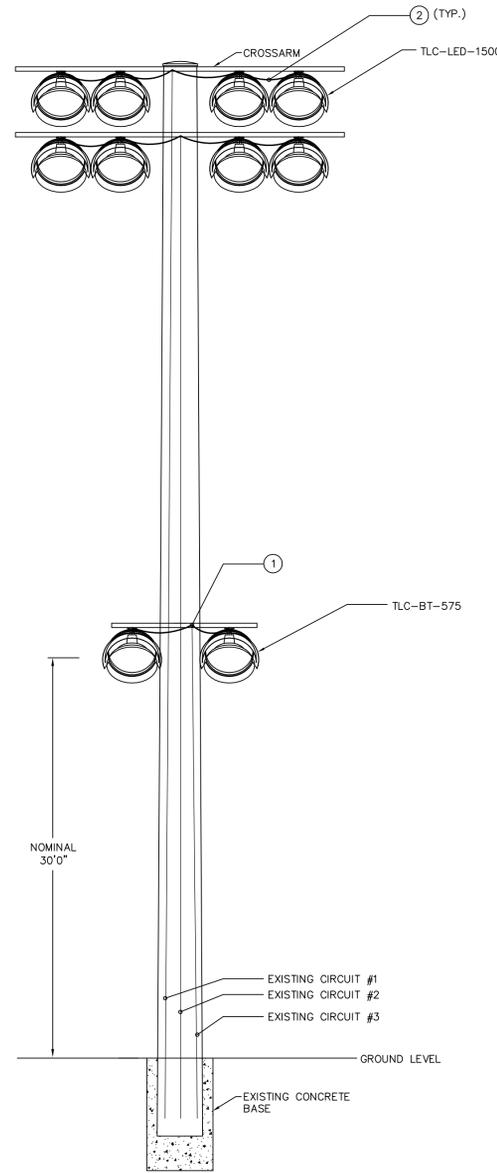
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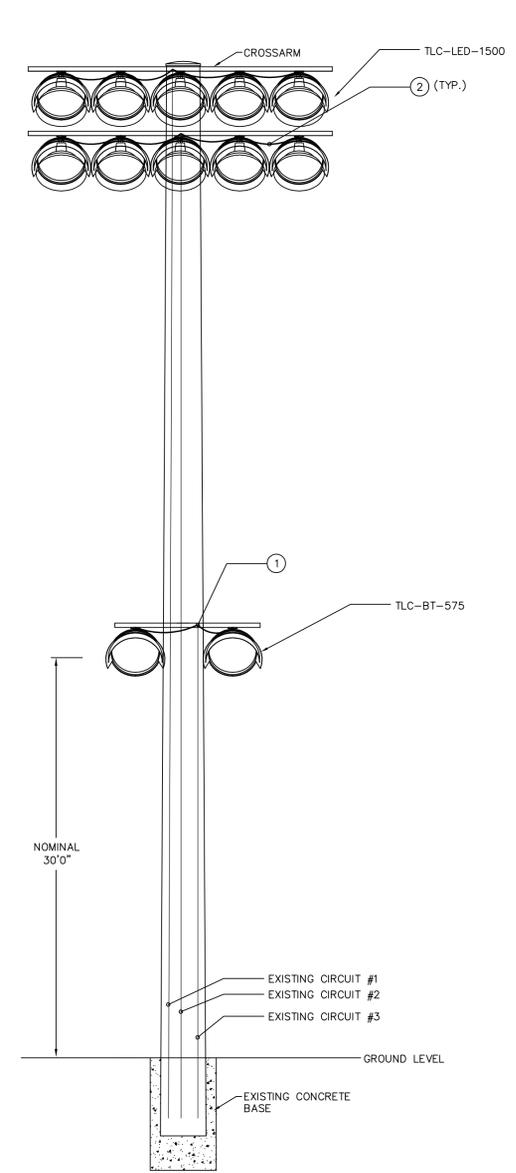
- SPLICE CIRCUIT TO FIXTURES TLC-BT-575. CIRCUIT WILL CONTINUE UP POLE TO FIXTURES TLC-LED-1500.
- NEW OUTDOOR RATED FLEXIBLE CONDUIT.



1
E1.3 STADIUM LIGHT - A6 DETAIL
SCALE: NO SCALE



2
E1.3 STADIUM LIGHT - A5 DETAIL
SCALE: NO SCALE



3
E1.3 STADIUM LIGHT - A4 DETAIL
SCALE: NO SCALE



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SHEET TITLE

**ELECTRICAL
LIGHT DETAILS -
NORTH SIDE**

DRAWN BY: JMB
CHECKED BY: KRM

SHEET NO.

E1.3

PROJECT NO. 0105.190
DATE: APRIL 16, 2019

Villanova University Football Retrofit

Villanova, PA

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
F1, F3	100'	100'	10	TLC-LED-1500	14.30 kW	A
		30'	2	TLC-BT-575	1.15 kW	A
F2	100'	100'	8	TLC-LED-1500	11.44 kW	A
		30'	2	TLC-BT-575	1.15 kW	A
F4, F6	100'	100'	9	TLC-LED-1500	12.87 kW	A
		30'	3	TLC-BT-575	1.73 kW	A
F5	100'	100'	8	TLC-LED-1500	11.44 kW	A
6			66		84.12 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Football	84.12 kW	66

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1500	LED 5700K - 75 CRI	1430W	160,000	>81,000	>81,000	>81,000	54

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
150' Spill - 6'	Max Candela (by Fixture)	2850	167	4843	28.93	17.02	A	66
150' Spill - 6'	Max Vert Illuminance (by Light Bank)	0.11	0.01	0.29	41.36	10.60	A	66
Blanket Grid	Horizontal	4.30	0	89	0.00		A	66
Football	Horizontal Illuminance	77.9	70	89	1.28	1.11	A	66
Track Spill	Horizontal Illuminance	0.06	0	0.18	48.39		A	66
Track	Horizontal Illuminance	33.3	8	54	6.40	4.16	A	66

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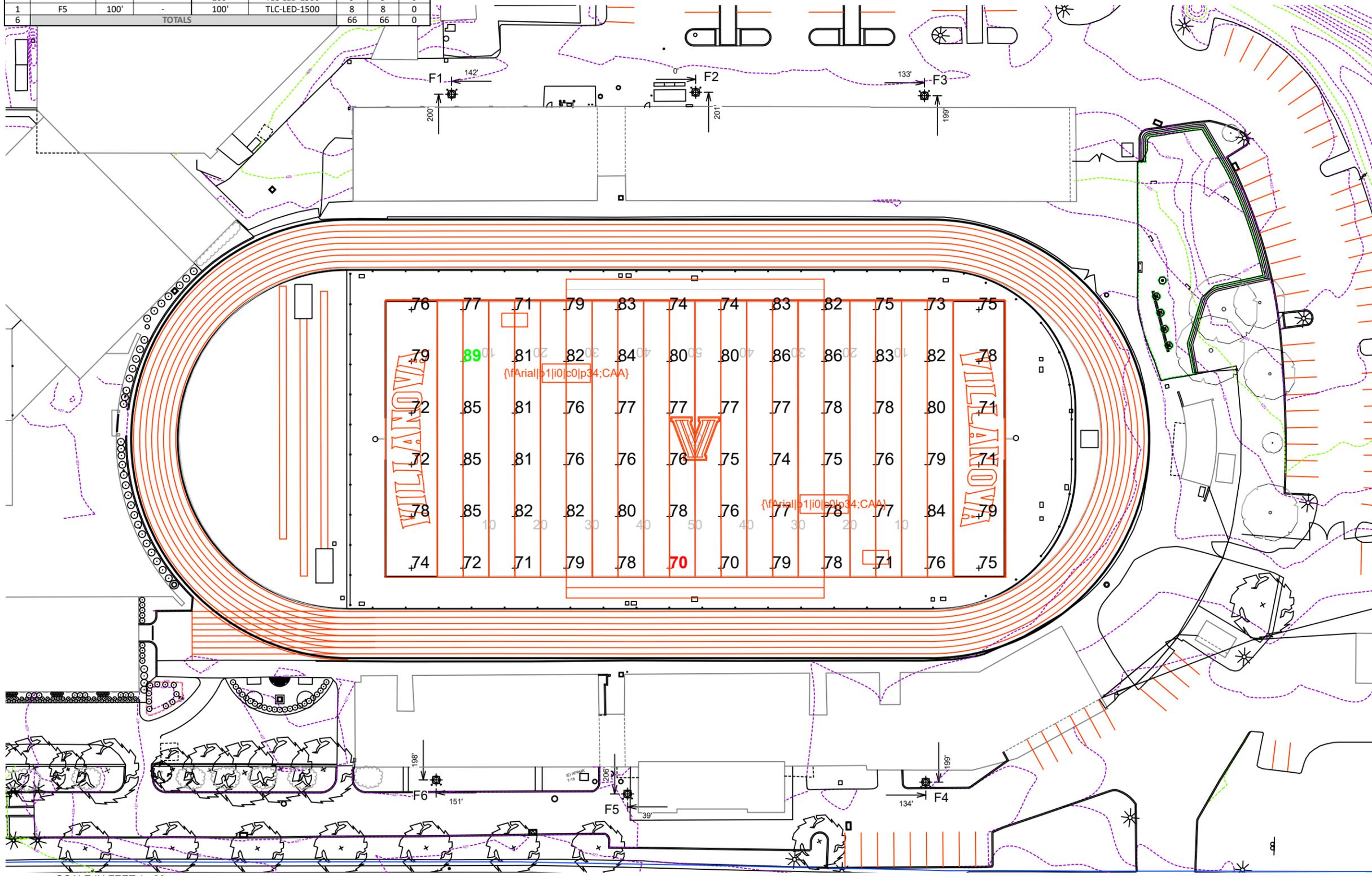
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EQUIPMENT LIST FOR AREAS SHOWN										
Pole				Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS		
2	F1, F3	100'	-	30'	TLC-BT-575	2	2	0		
				100'	TLC-LED-1500	10	10	0		
1	F2	100'	-	30'	TLC-BT-575	2	2	0		
				100'	TLC-LED-1500	8	8	0		
2	F4, F6	100'	-	30'	TLC-BT-575	3	3	0		
				100'	TLC-LED-1500	9	9	0		
1	F5	100'	-	100'	TLC-LED-1500	8	8	0		
6	TOTALS						66	66	0	

GRID SUMMARY	
Name:	Football
Size:	360.0' x 160.0'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
Entire Grid			
Guaranteed Average:	75		
Scan Average:	77.9		
Maximum:	89		
Minimum:	70		
Avg / Min:	1.12		
Guaranteed Max / Min:	1.7		
Max / Min:	1.28		
UG (adjacent pts):	1.19		
CU:	0.54		
CV:	0.06		
Application Efficacy:	60.0		
No. of Points:	72		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	52,000 / 160,000 lumens		
No. of Luminaires:	66		
Total Load:	84.12 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-BT-575	>81,000	>81,000	>81,000
TLC-LED-1500	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

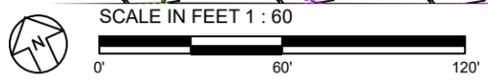


Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



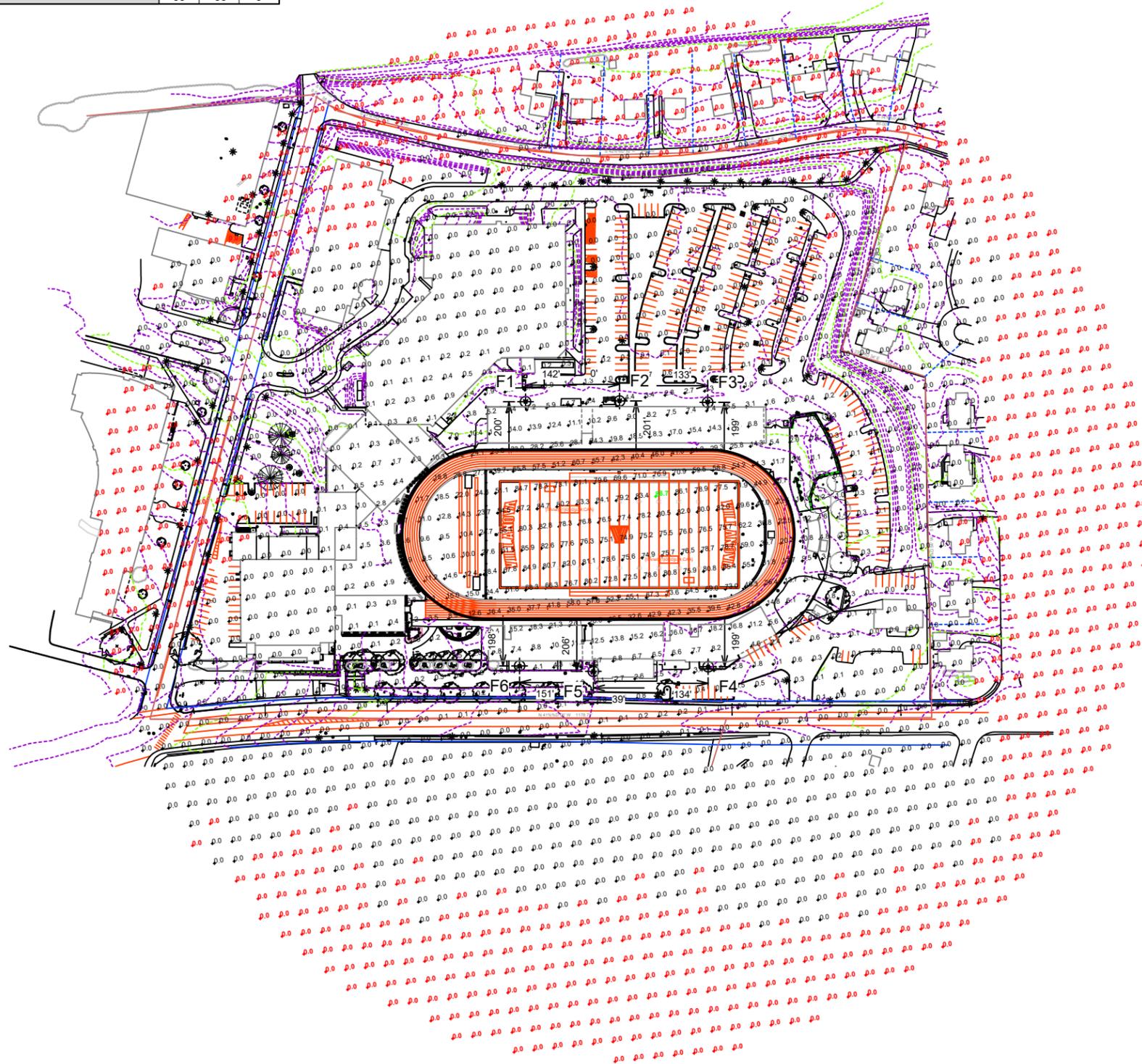
Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	F1, F3	100'	-	30'	TLC-BT-575	2	2	0
				100'	TLC-LED-1500	10	10	0
1	F2	100'	-	30'	TLC-BT-575	2	2	0
				100'	TLC-LED-1500	8	8	0
2	F4, F6	100'	-	30'	TLC-BT-575	3	3	0
				100'	TLC-LED-1500	9	9	0
1	F5	100'	-	100'	TLC-LED-1500	8	8	0
TOTALS						66	66	0



**Villanova University Football Retrofit
Villanova, PA**

GRID SUMMARY	
Name:	Blanket Grid
Size:	360' x 160'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

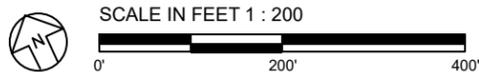
ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
Entire Grid			
Scan Average:	4.3		
Maximum:	89		
Minimum:	0		
Avg / Min:	-		
Max / Min:	-		
UG (adjacent pts):	184.49		
CU:	0.93		
No. of Points:	2214		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	52,000 / 160,000 lumens		
No. of Luminaires:	66		
Total Load:	84.12 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-BT-575	>81,000	>81,000	>81,000
TLC-LED-1500	>81,000	>81,000	>81,000

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⚡ dimensions are relative to 0,0 reference point(s) ⊗

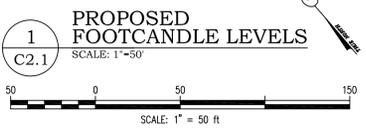


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F:\AEC_Projects\105\19000\Drawings\Proposed Footcandle Levels Plan.dwg, 6/5/2019 9:50:36 AM



- NOTES:**
- MUSCO SPORTS LIGHTING USED AS BASIS OF DESIGN.
 - FOOTBALL GRID: GUARANTEED AVERAGE HORIZONTAL FOOTCANDLE LEVEL WITHIN FOOTBALL FIELD AREA MUST BE 75 MINIMUM.
 - TRACK GRID: GUARANTEED AVERAGE HORIZONTAL FOOTCANDLE LEVEL WITHIN TRACK AREA MUST BE 30 MINIMUM.
 - HORIZONTAL FOOTCANDLE LEVEL AT ANY POINT ALONG THE PROPERTY LINE MUST BE 0.0.
 - DESIGN TO INCLUDE NEW WEB-BASED CONTROLS WITH THE ABILITY TO CONTROL LIGHT LEVELS FROM AN IPHONE/ IPAD, A LOCAL PANEL LOCATED AT THE STADIUM, AND REMOTELY FROM THE PUBLIC SAFETY OFFICE ACROSS CAMPUS.





Associated Engineering Consultants Incorporated
488 Devon Park Drive Suite 113 Wayne Pennsylvania 19087 tel 610 688 3880 fax 610 688 4566
www.aecinc.net

SEAL

PROJECT

VILLANOVA UNIVERSITY
PROPOSED STADIUM LIGHTING UPGRADES
 800 EAST LANCASTER AVENUE
 VILLANOVA, PENNSYLVANIA 19085
 RADNOR TOWNSHIP, DELAWARE COUNTY

DATE	REVISION
05/03/19	BID ISSUE
06/05/19	TOWNSHIP RESUB.

SHEET TITLE

PROPOSED FOOTCANDLE LEVELS

DRAWN BY:	BJD
CHECKED BY:	KRM

SHEET NO.

C2.1

PROJECT NO. 0105.190
DATE: APRIL 16, 2019

SETTLEMENT AGREEMENT AND STIPULATION

And now this _____ day of June, 2019 and intending to be legally bound, Villanova University (“Villanova”) enters into this Settlement Agreement and Stipulation (“Agreement”) with the Board of Commissioners of the Township of Radnor (the “Township”) in settlement of certain issues regarding the use of the Villanova Stadium lights which were approved by the Zoning Hearing Board of the Township of Radnor pursuant to Zoning Board Appeal Number 1554 dated November 20, 1980 (the “1980 ZHB Decision”), a copy of which is attached hereto as Exhibit “A”, and which is the subject of appeal by Villanova at Zoning Appeal Number 3029 (the “Appeal”) currently pending before the Zoning Hearing Board of the Township of Radnor (the “Zoning Board”).

WHEREAS, Villanova Stadium (the “Stadium”) is owned and operated by Villanova and located on Villanova’s campus at Lancaster Avenue, Villanova, Radnor Township, Delaware County, Pennsylvania; and

WHEREAS, pursuant to the aforesaid Zoning Board Appeal Number 1554 Villanova was granted a variance to permit the installation, erection, maintenance and operation of one-hundred-foot-tall light standards (the 1980 ZHB Decision is attached hereto as Exhibit “A”); and

WHEREAS, on February 14, 2006 pursuant to Resolution #2006-05 the Township approved the Final Land Development Plan #05-D-07 of Villanova with thirty-five conditions including Condition 26 which reads: “26. That the Stadium lights be turned off when the stadium is not in use and the light level be reduced for intramurals to no more than 50 foot candles at midfield after 9 PM and tower lights be turned off at midnight” (a true and correct copy of Resolution 2006-05 is attached hereto as Exhibit “B”); and

WHEREAS, the Township contends that Resolution 2006-05 conflicts with the 1980

ZHB decision, differences have arisen between the Township and Villanova regarding the use of the Stadium Lights which resulted in Villanova filing Appeal Number 3029 with the Zoning Board; and

WHEREAS, the Township authorized its Solicitor to attend the zoning hearing on Appeal Number 3029 and oppose Villanova's application for relief; and

WHEREAS, Villanova and the Township have agreed to settle and compromise all disputes between them regarding the Stadium Lights and be to legally bound by the terms of this Agreement.

NOW, THEREFORE, intending to be legally bound hereby, with the above recitals incorporated herein by reference as an integral part hereof, the Parties hereby stipulate and agree to settle all issues raised in the Zoning Appeal in accordance with the following terms and conditions as set forth below:

1. On or before October 15, 2019, Villanova shall install, erect, maintain, and replace the Stadium Lights at the Stadium in accordance with the design parameters set forth on the plans prepared by Associated Engineering Consultants, Inc. dated April 16, 2019, attached hereto as Exhibit "C" and incorporated herein by reference.

2. Subject to the further restrictions as set forth in this Agreement, the Stadium may be illuminated with the Stadium Lights no later than 11:00 p.m. (the "End Time").

3. The End Time may be extended if necessary for the completion of Villanova intercollegiate events.

4. The Stadium Lights shall be turned off when the Stadium is (i) not in use, (ii) not being prepared for use, or (iii) not being used for safety and custodial purposes within the stadium area after its intended use.

5. Except for intercollegiate athletic events, at no time shall the foot-candle level at midfield of the Stadium exceed fifty (50) foot candles (FC) after 10:00 p.m.

6. During the use of the Stadium Lights the horizontal foot-candle measurement from the Stadium Lights shall not exceed zero (0) FC at or past the property lines of Villanova. Property line shall be defined as land owned by Villanova and zoned Planned Institutional.

7. The Stadium Lights shall not illuminate the Stadium when Villanova is not in academic session except for:

a. Practice for Villanova intercollegiate athletic teams.

b. Special events or Villanova events. Villanova shall provide a schedule for all such events to the Township at least thirty (30) days prior to such events. Special events include non-profit activities such as the CHOP Buddy Walk, Radnor Township events, Radnor School District events, and similar non-profit, municipal or school events.

c. Emergencies affecting the life, safety and welfare of the University or surrounding community.

8. At least thirty (30) days before the start of each Villanova academic session or preseason practice, whichever is earlier, Villanova shall provide the Township with a Schedule of Events indicating the purpose, dates, and anticipated Start Time and anticipated End Time of the proposed uses. Villanova shall update the Schedule of Events, as necessary, during the course of the year.

9. During the Villanova academic year or preseason practice, the Stadium Lights may be turned-on no earlier than 6:00 a.m. If the Stadium Lights are used at that time the foot candle level of the Stadium Lights at midfield of the Stadium shall not exceed 50 FC. or less if Villanova determines that a lower level sufficiently and safely lights the field.

10. Villanova shall not permit the Stadium Lights to be used by any professional sports teams for the playing of league games unless approved by Radnor Township.

11. This Agreement is expressly conditioned upon an unappealed, unconditioned, approval by the Zoning Board of a modification to its decision in Appeal Number 1554 subject only to the conditions imposed by paragraphs 1- 9 of this Agreement. At the zoning hearing on the modification of Appeal Number 1554, the Township shall withdraw any notice of violation to Villanova regarding Appeal Number 1554 and support the application of Villanova for a modification of Appeal Number 3029 so far as it is consistent with the terms of this Agreement. Additionally, the parties will request the Zoning Board to make this agreement a condition to any zoning relief granted by the Board on Appeal Number 3029.

12. Villanova Campus Police (“Villanova Police”) shall have the ability to extinguish the Stadium Lights. If Villanova is in violation of paragraphs 2-9 of this Agreement, The Radnor Township Police Department (“Radnor Police”) shall notify Villanova Police and Villanova Police shall extinguish the Stadium Lights.

13. If Villanova violates paragraph 11 of this Agreement Radnor may issue a fine in the amount of \$500.00 payable within 10 days of receipt by the University, unless Villanova disputes the violation in writing within 10 days of receipt. If the parties are unable to agree on the payment of the fine, Radnor Township reserves the right to file a civil enforcement action pursuant to the Municipalities Planning Code (MPC). If Villanova disputes the violation as set forth herein, there shall be deemed to be only one such violation rather than multiple violations for the same offense. For each subsequent violation in a calendar year the fine shall be increased to \$1,000 per violation.

14. This agreement does not repeal or replace Resolution 2006-05 and except for

Condition 26, as modified herein, all other terms and conditions set forth in Resolution 2006-05 shall remain in full force and effect.

15. Any amendment, revision, or other change to this Agreement must be in writing and signed by all parties to be valid.

16. This Agreement is made under and shall be governed by the laws of the Commonwealth of Pennsylvania.

17. Except as otherwise provided herein, any notice of violation under this Agreement, requests, demands and other communications shall be in writing and delivered personally, sent by certified mail, return receipt requested, or sent by national overnight courier, and shall be deemed given when delivered to the parties, if delivered personally, two days after being deposited with the United States Post Office, if mailed, or one day after being sent by overnight courier, at the following address, or such other address as a party may have specified by notice given to the other parties pursuant to this provision must be in writing and given by mail to the following addresses:

TO VILLANOVA UNIVERSITY

- a. E. Michael Zubey, Jr., Esquire
Vice President and General Counsel
Villanova University
800 Lancaster Avenue
Villanova, PA 19085

With a copy sent to:

Nicholas J. Caniglia, Esquire
125 Strafford Avenue, Suite 110

Wayne, PA 19087

TO THE TOWNSHIP OF RADNOR

- b. Robert Zienkowski, Township Manager
Township of Radnor
301 Iven Avenue
Wayne, PA 19087

With a copy to:

John B. Rice, Esquire
Grim, Biehn & Thatcher
104 South 6th Street
P.O. Box 215
Perkasie, PA 18944

18. The Parties agree this Settlement Agreement contains the entirety of the agreements between the Parties, and there are no other agreements or representations made by either of them. Any representations, oral or written, not contained herein are without effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, we have set our hands seal this ____ day of _____, 2019.

TOWNSHIP OF RADNOR

Attest: _____

By: _____

VILLANOVA UNIVERSITY

Attest: _____

By: _____
E. MICHAEL ZUBEY, JR., ESQUIRE
Vice President and General Counsel

12.2.80

RADNOR TOWNSHIP ZONING HEARING BOARD

APPEAL NO. 1554

Appeal of VILLANOVA UNIVERSITY, represented by Thomas P. Witt which alleges that the Zoning Officer has misapplied the provisions of Chapter 135 (Zoning), Code of the Township of Radnor by refusing to allow the erection of six (6) one hundred feet (100') tall light standards claiming that such erection violates Section 135-73D, which limits the height of a structure to fifty feet (50'). In the event the interpretation of the Zoning Officer is upheld a variance from the provisions of Sections 135-73D and 135-73C is requested. The light standards are to be placed at the front and rear of GOODREAU STADIUM, VILLANOVA UNIVERSITY, EAST LANCASTER AVENUE, Zoned Institutional, 7th Ward.

OPINION OF THE ZONING HEARING BOARD

FINDINGS OF FACT

1. Appellant seeks a variance to erect six (6) one hundred feet (100') tall light standards in violation of Sections 135-73C and 135-73D of the Township Code which limit the height of a structure to fifty feet (50').

2. According to the plans presented to the Board and made a part of the record Appellant proposes to install three (3) light standards on the north and south side of the stadium which, in relation to the football field, will be located at each of the five yard lines and at the fifty yard line.

3. According to Appellant's expert lighting engineer the shortest recommended lighting poles for this stadium, commensurate



with the size and scope of the Villanova University athletic program, is one hundred feet (100'). If shorter poles were used there would be more spillage of light into the area surrounding the stadium because the lighting angle would be higher and therefore would dispense the illumination in a manner which would be more detrimental to neighboring properties.

4. The lighting fixture itself has three levels of intensity (30-70-100) and at peak intensity and at the proposed beam angle, (34°), the measure of light two hundred feet from the east end zone of the football field is 0.7 foot candles which would have no detrimental effect on these adjoining properties. By way of comparison, a standard street light emits four (4) foot candles of incandescence.

5. Appellant intends to illuminate the stadium between the hours of 6:00 P.M. - 10:00 P.M. on Monday through Thursday, inclusive, in order to allow the field to be used for soccer, football, field hockey and lacrosse games as well as practice time for varsity sports and track meets. During the summer months and the various vacation periods throughout the academic year the stadium field will not be illuminated.

6. The erection of the proposed light standards will allow expansion of the intramural sports program at the University

and therefore Appellant anticipates minimal increase in use of the stadium to any outside organizations. Thus, there will be no increase in traffic or crowds which might in any way be hazardous to the community.

7. A university of the size, scope and caliber of Villanova cannot maintain a lawful, reasonable, and customary athletic program without extended use of a facility such as a stadium.

8. The premises in question has been occupied for the past 140 years by Villanova University and Goodreau Stadium has been used since 1927. The absence of lights at the stadium creates a hardship, and the authorization of a variance is therefore necessary to enable the reasonable use of the property.

9. The unnecessary hardship has not been created by the Appellant.

10. The grant of a variance to allow installation, erection, maintenance and operation of six one hundred feet tall light standards will not alter the essential character of the neighborhood in which the property is located nor substantially or permanently impair the appropriate use or development of adjacent property. On the contrary the grant of the variance requested will allow the subject premises to be developed and used in a manner consistent with the size, scope and caliber of comparable universities.

11. The grant of the variance requested will represent the minimal deviation which will afford relief, will represent the least modification possible in the Zoning Ordinance and will be in no way injurious to the public health, safety or general welfare of the community.

CONCLUSION OF LAW

Appellant is entitled to variances from Section 135-75C and 135-73D of the Township Code.

ORDER

The order of the Zoning Officer refusing to issue a permit is reversed and an appropriate permit is ordered to be issued to permit the installation, erection, maintenance and operation of six one hundred feet tall light standards in the manner indicated in the testimony and at the precise location indicated on the plans presented to the Board and made a part of the record.

BY ORDER OF THE ZONING HEARING BOARD

/s/ William J. Gleason, Jr., Chairman

/s/ Daniel W. McElwee

DATED: November 20, 1980

Published and mailed December 2, 1980

Resolution # 2006-05

WHEREAS, Villanova University, having made application on December 14, 2005 to construct an athletic facility in front of the Pavilion with associated parking at **800 E. Lancaster Ave.,** and

WHEREAS, the application was accompanied by Final Plans prepared by AEC, Inc., dated April 11, 2005, last revised December 14, 2005, and

WHEREAS, the Radnor Township Planning Commission at their meeting of Wednesday, January 4, 2006 reviewed the above mentioned land development application and the associated plans and recommended approval,

NOW, THEREFORE, BE IT RESOLVED, that the Final Land Development Plan # 05-D-07 of Villanova University, being the same is hereby approved subject to the following conditions:

1. That the lighting output be increased from the existing streetlight or add additional streetlights at the intersection of N. Ithan and the Pavilion.
2. That details be provided on the anticipated additional sewage flows created by the proposed facility to Radnor and Lower Merion Townships.
3. That Planning Modules or an exemption from the same be obtained from PaDEP before the building can be connected to the public sewer.
4. That wall calculations be provided for all walls over 4 feet in height.
5. That an additional crosswalk be added on the North side of N. Ithan Ave. at the driveway.
6. That the key on sheet 13 note 16 bollard type lights along the jogging path.
7. That the final plan comply with the Shade Tree Commission's recommendations.
8. That the barbed wire be removed from the existing fence on County Line Rd.
9. That the applicant confirm that the existing storm sewer downstream of the stormwater management basin at the corner of N. Ithan Ave. and County Line Rd. can handle the additional flow from the basin and the drainage from the rear of the field-house.
10. That the following nine suggestions made in the traffic study, be instituted:
 - ❖ Pavilion Drive shall be one way in from N. Ithan before, during and after a peak event.
 - ❖ A vehicle check point shall be installed to permit vehicles to turn around. (shown on plans)
 - ❖ Galberry Gate shall be exit only for peak events.
 - ❖ Bollards or chains shall be installed and used to prevent vehicles from exiting towards N. Ithan Ave.
 - ❖ A speed table shall be installed between the Pavilion and the proposed Activities Center.

EXHIBIT

B

tabbles

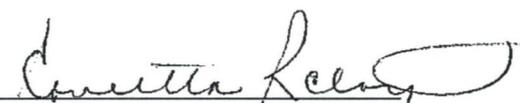
- ❖ Access to the Pavilion shall be allowed from the rear to minimize pedestrian traffic along Pavilion Drive.
 - ❖ The applicant shall increase the use of offsite parking and the use of a shuttle service.
 - ❖ The applicant shall increase game-day directional signage to reduce any confusion to people driving to the event.
 - ❖ The applicant shall install traffic cones or other devices to delineate pedestrians from the vehicles on Pavilion Drive.
11. That buses parking in the Pavilion parking lot, park next to the Pavilion, not along any neighboring properties on County Line Rd. or N. Black Friar Rd. (Specifically between 1530 & 1569 County Line Road). No buses shall be permitted to idle for extended periods of time or to run generators in these areas.
 12. That the runoff below the landscape buffer berm be captured and directed into the stormwater management system.
 13. That a sidewalk be installed with curb from the property at 1530 County Line Road to the Pavilion to allow safe pedestrian access to and from Villanova's property.
 14. That the sidewalk be lighted and kept free from obstructions and/or parked vehicles.
 15. That an emergency call box be installed in an accessible area.
 16. That the height of the parking light fixtures be reduced to minimize light spillover, subject to the approval of the Township Zoning Officer.
 17. That the east fence line be cleaned up and kept mowed and weed free.
 18. That the storage trailers behind the stadium be permanently removed.
 19. That trash trucks be moved and kept away from the property line.
 20. That trash and unstable tree limbs be removed and invasive plant material be pruned on the north side of the athletic complex along the County Line Road fence; consistent with the Shade Tree Ordinance and the Township's Property Maintenance Code.
 21. That the applicant shall evaluate existing trees and investigate planting additional trees on the same northern fence line to fill in gaps.
 22. That an adequate berm and landscape buffer be provided to screen the parking area.
 23. That the fence on the eastern property line be repaired and maintained.
 24. That Township Residents be allowed access to the new facility on a space available basis, similar to other facilities on campus.

25. That no vehicles be parked on the grass behind the stadium after the new parking lot is completed.
26. That stadium lights be turned off when the stadium is not in use and the light level be reduced for intramurals to no more than 50 foot candles at midfield after 9 PM and tower lights be turned off at midnight.
27. That an electronic limiter be installed to control the maximum volume of the sound from the PA system and the number and volume of speakers be limited based on attendance at a particular event. Sound system will be used only for spectator events, not intramurals. Band or music practice sessions shall end by 9 PM. There shall be no supplemental sound system which amplifies the existing system.
28. That no fireworks be permitted for any events at the Athletic complex.
29. That the University continue to provide and fund off-duty Radnor Township Police, signs and barricades to help reduce traffic and parking on local streets during major events at the Pavilion and the stadium.
30. That the neighbors continue to be provided, in advance, information and schedules for major events planned for the Pavilion and stadium.
31. That tailgating be limited to Villanova University sports events.
32. That the University continue to meet with the neighbors to address their concerns.
33. That reasonable efforts be made to keep the houses owned by Villanova on Blackfriar Road occupied until such time as Villanova may create a green buffer in this location.
34. That the type of proposed crosswalks across Ithan Ave. be subject to approval by the Township Staff Traffic Committee.
35. That Villanova University security be made aware of this agreement.

RESOLVED this 14th day of February 2006.

COMMISSIONERS OF RADNOR TOWNSHIP

By: 
Harry G. Mahoney, Esq., President

Attest: 
Concetta R. Clayton, CMC, Secretary

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Manager/Director of Finance
Radnor Township Shade Tree Commission

Date: May 15, 2019

Re: Ordinance #2019-05, Introduction – Bamboo Ordinance

The Shade Tree Commission drafted verbiage for a bamboo ordinance. This was provided to the Township Solicitor, who has placed the Shade Tree Commission's thoughts into Ordinance form.

Before the Board of Commissioners will Matt Golas, a member of our Shade Tree Commission and Planning Commission who will introduce the Ordinance.

TOWNSHIP OF RADNOR
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2019-

AN ORDINANCE OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA PROVIDING FOR THE AMENDMENT OF THE RADNOR TOWNSHIP CODE OF ORDINANCES BY AMENDING PART 2, GENERAL LEGISLATION CREATING A NEW CHAPTER 224, ADOPTING REGULATIONS FOR THE PLANTING, CONTROLLING, AND REMOVAL OF BAMBOO, INCLUDING PENALTIES AND OTHER REMEDIES FOR VIOLATIONS.

WHEREAS, non-native plant species are damaging to indigenous plant material and the health, safety and welfare of the community; and

WHEREAS, the planting and cultivation of invasive bamboo grasses are damaging to both public and private property.

NOW THEREFORE, be it, and it is hereby ENACTED and ORDAINED by the Board of Commissioners of the Township of Radnor, Delaware County, Commonwealth of Pennsylvania, as follows:

ARTICLE I.

The Radnor Township Code is hereby amended by adding a new Chapter 224 to Part2, General Legislation which shall read as follows:

Chapter 224

BAMBOO

§224.1 PURPOSE AND INTENT

The purpose of this Chapter is to preserve and protect private and public property from the damaging spread of certain bamboo grasses, protect indigenous plant materials from the invasive spread of bamboo, and maintain the general welfare of residents of Radnor Township.

§224.2 GENERAL PROVISIONS

A. Definitions:

- (1) Bamboo – Any monopodial (running) woody or arborescent grasses from the genera bambusa, arundinaria and dendrocalamus of the subfamily

bambusoideae, from tropical or temperate regions having hollow stems and thick rhizomes, including, but not limited to, Acidosasa, Arundinaria, Bashania, Brachystachyum, Chimonbambusa, Gelidocalamus, Indocalamus, Indosasa, Ochlandra, Phyllostachys, Pleioblastus, Pseudosasa, Sasa, Sasaella, Semiarundinaria, Shibataea, and Sinobambusa.

- (2) Bamboo Owner – Any person who has planted and/or grows Bamboo on their property; who maintains Bamboo on their property; or who permits Bamboo to grow or remain on their property.
- (3) Person – Any individual, corporation, partnership, joint venture, unincorporated association, agency, or other group acting as a unit, or combination thereof.
- (4) Township – The Township of Radnor, County of Delaware, Commonwealth of Pennsylvania.

- B. Prohibition. Upon the effective date of this Part, the planting, growing or cultivating of running bamboo by any person shall be prohibited within the Township.

Any person who hereafter plants or causes to be planted Bamboo within the Township, shall be deemed to be in violation of this Part, and shall be subject to such penalties as are set forth herein.

- C. Pre-Existing Bamboo.

- (1) The owner of any premises on which running bamboo plants or roots currently exist shall manage, trim or cut all running bamboo not contained on such property. Running bamboo, including the root system, shall be no closer than ten (10) feet from any public right of way or any property line. Barriers shall be provided to prevent future encroachment of running bamboo or root system into these areas.
- (2) In the event that the Bamboo encroaches within any public right of way or adjacent property, the Township may issue an Encroachment Notice for removal of such Bamboo within thirty (30) days from the date the Encroachment Notice. If the owner fails to remove the encroachment the Township may enter the property and remove the encroachment at owner's cost. If such costs are unpaid more than thirty (30) days after the demand for payment has been made by the Township on the Bamboo

Owner, the Township may lien the property of the Bamboo Owner for these costs, plus interest, fees, and expenses, as allowed by law.

(

§224-3 VIOLATIONS AND REMEDIES

A. Notice of Violation

- (1) Each Bamboo Owner shall be responsible to ensure that any Bamboo on their property does not violate the provisions of this Part. In the event that there is any Bamboo growing in violation of the provisions of this Part, the Township shall notify the Bamboo Owner in writing of the existence of such violation. Said Notice of Violation shall be served by handing it directly to the Bamboo Owner; by mailing it to the last known address of the Bamboo Owner; or by posting the property at a conspicuous location.
- (2) Any Bamboo Owner receiving a Notice of Violation shall bring their property into compliance with this Part within thirty (30) days of the Owner's receipt of said Notice. If the Bamboo Owner fails to bring their property into compliance with the Notice and this Part, then the Township may issue a non-traffic citation against the Bamboo Owner.
- (3) In addition, where a Bamboo Owner does not remedy and correct the violations set forth in any Notice of Violation issued to them, the Township may remove any Bamboo that is in violation of this Part located upon the Bamboo Owner's property; take all reasonable action to eradicate its re-growth; and/or restore any real property to its natural condition prior to such removal and eradication. Any costs incurred by the Township in removing any Bamboo and/or remedying any violation of this Ordinance shall be at the expense of the Bamboo Owner, and in the event that the costs remain unpaid more than thirty (30) days after the demand of payment has been made by the Township on the Bamboo Owner, the Township may lien the property of the Bamboo Owner for these costs, plus interest, fees, and expenses, as allowed by law.

B. Violations, Penalties, and Remedies

- (1) Upon summary conviction before any Magisterial District Judge, any person violating any of the provisions of this Part shall, in addition to the other charges hereinbefore provided for each offense, pay a fine not exceeding \$1,000.00, plus all court costs, including reasonable attorney's fees, incurred as a result of the prosecution. Each and every day in which a person shall be in violation of this Part shall constitute a separate offense.

- (2) In addition, the Township Board of Commissioners may institute suits, in equity or at law, to restrain, prevent, or abate a violation of this Part. Such proceedings may be initiated before any court of competent jurisdiction. The expense of such proceedings shall be recoverable from the violator in any manner as may now or hereafter be provided by law.

ARTICLE III. Repealer

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

ARTICLE IV. 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.

ARTICLE V. 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
BOARD OF COMMISSIONERS**

Attest: _____

Name: Lisa Borowski
Title: President

Discussion and Direction
on the 2019 Series General
Obligation Bonds and
project listing

RESOLUTION NO. 2019-49

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AWARDED THE DESIGN
CONTRACT FOR THE WAYNE BUSINESS OVERLAY
DISTRICT TREE PLANTING PROJECT TO CARROLL
ENGINEERING, INCORPORATED, IN THE AMOUNT OF
\$13,600**

WHEREAS, Radnor Township wishes to beautify and enhance the Wayne Business Overlay District by replacing sixty trees

WHEREAS, Carrol Engineering has submitted a cost proposal for the design and bidding documents of said tree planting project

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby award the Design Contract for the Wayne Business Overlay District Tree Planting Project to Carroll Engineering, Incorporated, in the amount of \$13,600

SO RESOLVED this 10th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: June 3, 2019

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Township Manager/Finance Director
Dennis Capella, Engineering Project Manager

LEGISLATION: 5. Resolution #2019-49: Awarding the Design Contract for the Wayne Business Overlay District Tree Planting Project to Carroll Engineering, Incorporated, in the amount of \$13,600

LEGISLATIVE HISTORY: At the regularly scheduled March 25th, Board of Commissioners meeting, representatives of the Wayne Business Association (WBA) were in attendance. They requested that sixty (60) trees within the Wayne Business Overlay District be replaced. Subsequently, at the April 8th regularly scheduled Board meeting, engineering staff provided an outline of the work associated with the project.

PURPOSE AND EXPLANATION: The attached cost proposal from Carroll Engineering outlines the scope of work for the project: mapping, site visit, provide specifications, drawings, bidding documents, and an engineer's estimated cost of construction to remove and replace approximately sixty trees in the WBOD.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the service contract will be executed immediately.

FISCAL IMPACT: The project design costs, \$13,600, will be funded by the upcoming GOB issue.

RECOMMENDED ACTION: *Staff respectfully requests the Board of Commissioners of Radnor Township authorize the design contract award, as the timeline to bid the project and have the trees installed is extremely tight.*



Carroll Engineering Corporation

May 29, 2019
Revised June 3, 2019

Stephen F. Norcini, PE
Township Engineer
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

Subject: Engineering Services Proposal – WBOD Tree Planting and Municipal Parking Paving
SR 0030 (Lancaster Avenue) and SR 1046 (North Wayne Avenue)
Radnor Township, Delaware County, PA

Dear Mr. Norcini:

Carroll Engineering Corporation (CEC) is pleased to submit a proposal for the subject work. CEC understands that Radnor Township wishes to mill and overlay existing sections of township-owned parking areas along SR 0030 (Lancaster Avenue) and SR 1046 (North Wayne Avenue) per limits shown in Attachment A, and wishes to replace trees, and repair curb and sidewalk as a result of the tree replacement as needed, within the WBOD Zoning District (Attachment B) in Radnor Township, PA.

CEC proposes to provide the services detailed below in accordance with the following:

PART A – WBOD Tree Planting

A.1 SCOPE OF WORK

A.1.A Investigation Phase

A.1.A.1 Base Mapping

CEC will utilize a combination of aerial imagery, cartography maps from the PennDOT Cadd Resource library, and GIS/aerial mapping from the PASDA (Pennsylvania Spatial Data Access) portal to build a base map of existing conditions for this corridor.

This mapping will be used to create a base map, which proposed improvements will be drawn upon.

CEC will perform a PA One Call (for design) prior to the field view and will document potential utility conflicts.

A.1.A.2 Detailed Field View (Site Visit)

CEC will perform a detailed field view to document existing conditions, features, utilities, appurtenances. CEC will meet with the Township Arborist to discuss the tree replacement portion of the work, stump removal limits, curb and sidewalk replacement, etc.

Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075

105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908.874.7500

A.1.A.3 Right-of-Way

It is understood that all work pertaining to this project is within Township right-of-way (and not PennDOT). CEC will utilize information from Radnor Township and PennDOT District 6 ROW Archive to display existing right-of-way lines for the areas being improved.

A.1.B Design Phase

A.1.B.1 CEC will prepare 24" x 36" design plans for the above stated work. These plans will include the following:

- Title Sheet
- General Notes
- Details as needed.
- General Site Plan for Tree Replacement
- Removal and Replacement of 60 trees anticipated.
- Trees will be supplied and installed by the awarded contractor.
- Township Arborist will spec the tree species.
- Soil Enhancement specifications will be provided by the Township Arborist.
- Traffic Control and Pedestrian Safety Control Details

A.1.B.2 CEC will prepare an engineer's estimate of probable construction quantities and costs.

A.1.B.3 CEC will prepare technical specifications for this project, including an itemized bid form.

Radnor Township will provide:

- Front-end specifications
- Soil remediation specifications
- Tree planting specifications

A.1.C Construction Phase

A.1.C.1 CEC will attend and provide assistance during the pre-construction meeting.

A.1.C.2 CEC will provide on-call services for problems at the site.
CEC assumes two (2) on-site visits.

A.1.C.3 CEC will provide responses to contractor RFI's, as necessary.

A.1.C.4 CEC will review contractor material submittals.

A.1.D Schedule

Assumed NTP Tuesday June 25, 2019

Investigation Phase Complete Wednesday June 26, 2019
CEC will submit the base plan to the township for review.

Design Phase Complete Wednesday July 3, 2019
*CEC will submit draft plans to the township for review and comment.
CEC will address comments and provide the township with final plan.*

Design and Bidding Documents Complete Wednesday July 10, 2019
*CEC will submit plans, specifications, and an itemized bid form to the township for review and comment.
CEC will address comments and provide the township with final plan.*

A.2 CONTRACT TERMS

A.2.A Investigation Phase	\$3,800.00
A.2.B Design	\$6,400.00
A.2.C Construction Phase	\$3,400.00
NOT TO EXCEED FEE TOTAL	\$13,600.00

CEC proposes to provide services described herein for a **not to exceed** of **\$13,600.00** to be invoiced on a percent complete basis. Said fee is based on CEC's understanding of the project scope, as described herein.

PART B – WBOD Municipal Parking Paving

B.1 SCOPE OF WORK

A.1.A Investigation Phase

B.1.A.1 Base Mapping

CEC will utilize a combination of aerial imagery, cartography maps from the PennDOT Cadd Resource library, and GIS/aerial mapping from the PASDA (Pennsylvania Spatial Data Access) portal to build a base map of existing conditions for this corridor.

This mapping will be used to create a base map, which proposed improvements will be drawn upon.

CEC will perform a PA One Call (for design) prior to the field view and will document potential utility conflicts.

B.1.A.2 Detailed Field View (Site Visit)

CEC will perform a detailed field view to document existing conditions, features, utilities, appurtenances.

B.1.A.3 Right-of-Way

It is understood that all work pertaining to this project is within Township right-of-way (and not PennDOT). CEC will utilize information from Radnor Township and PennDOT District 6 ROW Archive to display existing right-of-way lines for the areas being improved.

B.1.B Design Phase

B.1.B.1

CEC will prepare 24" x 36" design plans for the above stated work. These plans will include the following:

- Title Sheet
- General Notes
- Details as needed.
- General Site Plan for Municipal Parking Areas
 - *Milling (1.5" +/-) of existing asphalt*
 - *1.5" 9.5 MM Superpave asphalt for resurfacing.*
- Signing and Pavement Marking Plan (for parking lot work) Striping will be included for parking lot stalls (hot thermoplastic) and stall numbering.
- Traffic Control Details

B.1.B.2

CEC will prepare an engineer's estimate of probable construction quantities and costs. B.1.B.3 CEC will prepare technical specifications for this project, including an itemized bid form.

Radnor Township will provide:

- Front-end specifications
- Soil remediation specifications
- Tree planting specifications

B.1.C Construction Phase

- B.1.C.1 CEC will attend and provide assistance during the pre-construction meeting.
- B.1.C.2 CEC will provide on-call services for problems at the site.
CEC assumes two (2) on-site visits.
- B.1.C.3 CEC will provide responses to contractor RFI's, as necessary.
- B.1.C.4 CEC will review contractor material submittals.

B.1.D Schedule

- Assumed NTP Tuesday June 25, 2019
- Investigation Phase Complete Wednesday June 26, 2019
CEC will submit the base plan to the township for review.
- Design Phase Complete Wednesday July 3, 2019
*CEC will submit draft plans to the township for review and comment.
CEC will address comments and provide the township with final plan.*
- Design and Bidding Documents Complete Wednesday July 10, 2019
*CEC will submit plans, specifications, and an itemized bid form to the township for review and comment.
CEC will address comments and provide the township with final plan.*

B.2 CONTRACT TERMS

B.2.A Investigation Phase	\$3,800.00
B.2.B Design	\$5,800.00
B.2.C Construction Phase	\$3,400.00
NOT TO EXCEED FEE TOTAL	\$13,000.00

CEC proposes to provide services described herein for a **not to exceed of \$13,000.00** to be invoiced on a percent complete basis. Said fee is based on CEC's understanding of the project scope, as described herein.

PART D – Exclusions

Services not included in this proposal, but which may be provided for additional fees include:

- A. Property and Topographic field surveys
- B. Property deed and Right-of-way research
- C. Detailed sidewalk/ADA design
- D. Environmental investigations
- E. Highway Occupancy Permits
- F. NPDES/DEP Permitting
- G. Public Involvement
- H. Construction Inspection
- I. Utility Investigation/Survey (except for PA One Call – design)
- J. Existing Pavement Investigation (including bores)
- K. Bidding Phase Services (other than preparation of bid documents and RFI/shop drawing responses)

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. Our basic services will be considered complete upon the submittal of the final plans.

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 243 or jardman@carrollengineering.com.

Very truly yours,

CARROLL ENGINEERING CORPORATION



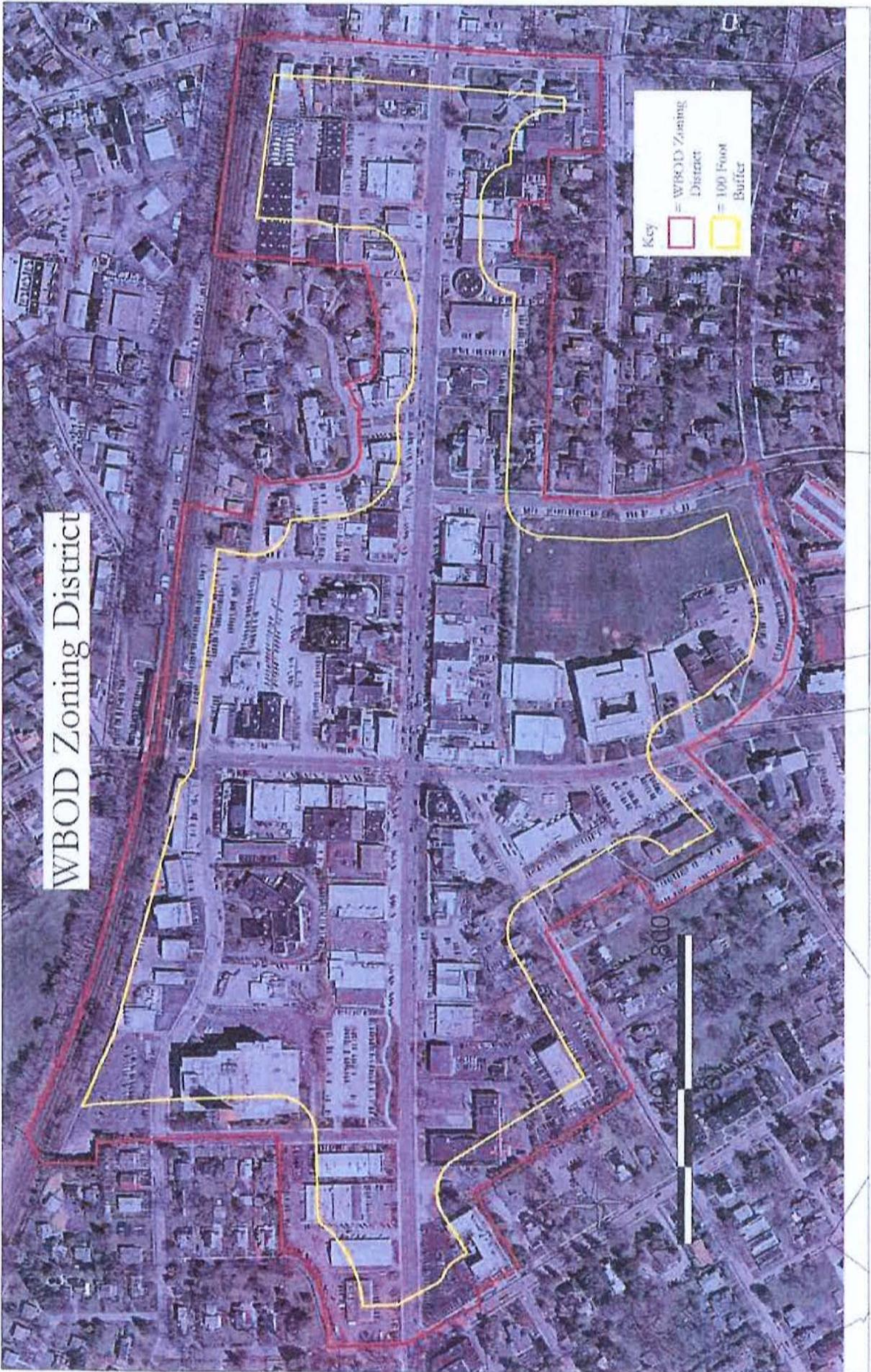
Joel H. Ardman
Vice President

cc: James A. Graham, PE, PTOE, Manager, Traffic & Transportation Department, CEC
Christopher Peterson, PE, Project Manager, CEC
Allen B. Mason, PE, Senior Vice President, CEC



ATTACHMENT A
WBOD ZONING DISTRICT

WBOD Zoning District



Key

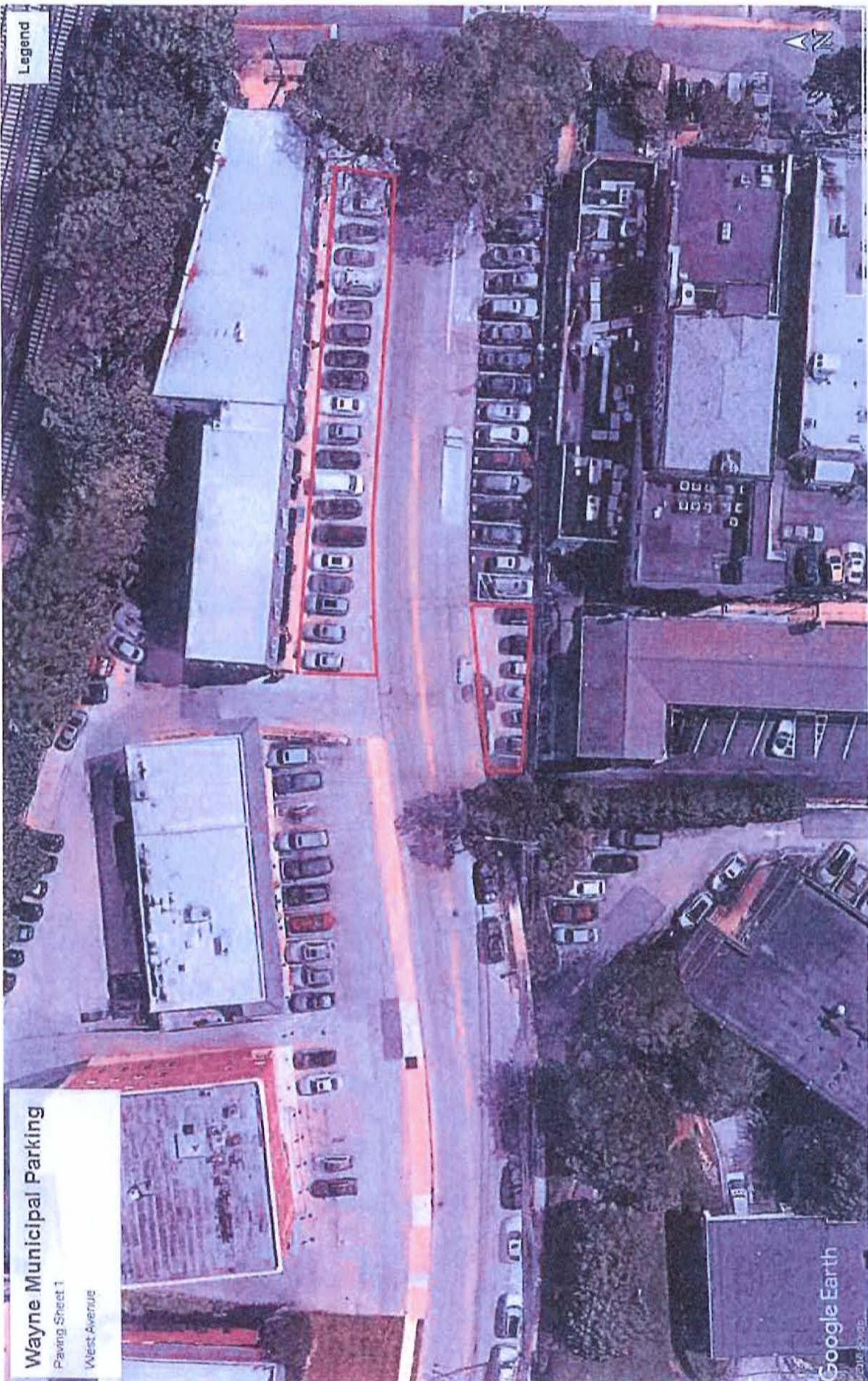
- WBOD Zoning District
- 100 Foot Buffer

800



ATTACHMENT B

WBOD MUNICIPAL PARKING AREAS



Legend

Wayne Municipal Parking

Pawing Street 1

West Avenue

Google Earth

© 2014 Google



Legend

Wayne Municipal Parking

Paving Sheet 2

SR West

Google Earth



Legend

Wayne Municipal Parking
Paving Sheet 3
North Wayne Avenue

Google Earth

©2014 Google

Legend



Wayne Municipal Parking

Faving Street 4
South Wayne Avenue
West Wayne Avenue

Legend

Wayne Municipal Parking
Paving Sheet 5
SR 30 East



CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

These terms and conditions set forth herein are for the performance of engineering services associated with the appointment of Carroll Engineering Corporation as a municipal/municipal authority engineering consultant. Supplemental letter agreements associated with special projects may amend these terms and conditions, and such amendment shall take precedence over these General Provisions to the extent there is any inconsistency or contradictory statement. 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. The Client is invited to request changes to these terms and conditions, and assumes the risk of failing to read or understand each individual item.

1. **General:** Carroll Engineering Corporation (hereinafter referred to as CEC) shall perform professional services in connection with their appointment as municipal/municipal authority engineer. 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.
2. **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 produced by Client, excepting only those damages, liabilities, and costs for which CEC is found to be liable by a court or forum of competent jurisdiction.
3. **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 shall be within a project budget approved by client.
4. **Third Party Beneficiaries:** No benefits or rights are given to anyone other than Client and CEC, and 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.
5. **Client Responsibility:** Client shall make all provisions for the Engineer to enter upon public or private property, shall provide required legal services and shall pay all fees incidental to obtaining permits associated with services. It is understood CEC is acting as a consultant for Client to provide advice and consultation on a variety of projects. Client shall designate a person to act with authority on his behalf in respect to all aspects of the appointment 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 work product.
6. **Legal Matters:** 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.
7. **Duties of Public Official:** 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.
8. **Engineering Fees:** Fees for engineering services shall be established by mutual agreement of the parties from time to time. Services will be performed on an hourly basis, unless a specific scope of work can be predetermined for a project at which point a separate letter agreement with project fee and expenses will represent a supplement to these terms and conditions.
9. **Reimbursable Expenses:** 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).
10. **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 of the invoice presented. If Client fails to make full payment due CEC within thirty (30) days, CEC reserves the right to retain all plans, documents and related project material, and to suspend or terminate services until full payment for services and any accumulated charges is made. It shall be understood that the Client is responsible for payment of all assignments made or implied by the Client. If the Client fails to obtain payment from a third party, Client assumes all responsibility for payment to CEC. It shall be understood that if Client fails to make any payment within 90 days, CEC will submit an invoice noting such and may suspend all services with no other notice to Client until outstanding balances are paid. In the event an action to enforce overdue payment 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.

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

11. Termination: The appointment of CEC as engineering consultant is subject to termination by Client or CEC with seven days prior written notice. In the event of any termination, CEC shall be paid for all services rendered to the date of the termination, all reimbursable expenses and reimbursable termination expenses, if all services have been satisfactorily performed.
12. Limitation of Liability: CEC shall perform the services 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 or in any reports, opinions, drawings, specifications or other documents furnished by CEC. CEC shall not be liable for the results of services performed with professional care and skill.
13. Indemnification: 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.

14. 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.
15. Use of Documents: 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. Upon payment for all services and execution of an Agreement of Release, Client may obtain reproducible or computer format copies of documents. The 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.
16. 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. 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.
17. 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.
18. Dispute Resolution: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to engineering services will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision 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). 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).

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

19. Hazardous Substances: 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. 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).
20. Cost Estimate: 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 judgment 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.
21. 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.
22. Dangerous Situations: 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.
23. 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.
24. Laws, Rules, Codes, Ordinances and Regulations: 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. 2019-50

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AWARDING THE DESIGN
CONTRACT FOR THE WAYNE BUSINESS OVERLAY
DISTRICT MUNICIPAL PARKING RESURFACING
PROJECT TO CARROLL ENGINEERING,
INCORPORATED, IN THE AMOUNT OF \$13,000**

WHEREAS, Radnor Township wishes to resurface the Township owned, street adjacent municipal parking areas within the Wayne Business Overlay District

WHEREAS, Carrol Engineering has submitted a cost proposal for the design and bidding documents of said resurfacing project

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby award the Design Contract for the Wayne Business Overlay District Municipal Parking Resurfacing Project to Carroll Engineering, Incorporated, in the amount of \$13,000

SO RESOLVED this 10th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: June 3, 2019

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Township Manager/Finance Director
Dennis Capella, Engineering Project Manager

LEGISLATION: 5. Resolution #2019-50: Awarding the Design Contract for the Wayne Business Overlay District Municipal Parking Resurfacing Project to Carroll Engineering, Incorporated, in the amount of \$13,000

LEGISLATIVE HISTORY: At the regularly scheduled March 25th, Board of Commissioners meeting, representatives of the Wayne Business Association (WBA) were in attendance. They requested that the street adjacent municipal parking in the WBOD be resurfaced. Subsequently, at the April 8th regularly scheduled Board meeting, engineering staff provided an outline of the work associated with the project.

PURPOSE AND EXPLANATION: The attached cost proposal from Carroll Engineering outlines the scope of work for the project: mapping, site visit, provide specifications, drawings, bidding documents, and an engineer's estimated cost of construction to mill and resurface the street adjacent parking areas in the WBOD.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the service contract will be executed immediately.

FISCAL IMPACT: The project design costs, \$13,000, will be funded by the upcoming GOB issue.

RECOMMENDED ACTION: *Staff respectfully requests the Board of Commissioners of Radnor Township authorize the design contract award, as the timeline to bid the project and have the work performed is extremely tight.*



Carroll Engineering Corporation

May 29, 2019
Revised June 3, 2019

Stephen F. Norcini, PE
Township Engineer
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

Subject: Engineering Services Proposal – WBOD Tree Planting and Municipal Parking Paving
SR 0030 (Lancaster Avenue) and SR 1046 (North Wayne Avenue)
Radnor Township, Delaware County, PA

Dear Mr. Norcini:

Carroll Engineering Corporation (CEC) is pleased to submit a proposal for the subject work. CEC understands that Radnor Township wishes to mill and overlay existing sections of township-owned parking areas along SR 0030 (Lancaster Avenue) and SR 1046 (North Wayne Avenue) per limits shown in Attachment A, and wishes to replace trees, and repair curb and sidewalk as a result of the tree replacement as needed, within the WBOD Zoning District (Attachment B) in Radnor Township, PA.

CEC proposes to provide the services detailed below in accordance with the following:

PART A – WBOD Tree Planting

A.1 SCOPE OF WORK

A.1.A Investigation Phase

A.1.A.1 Base Mapping

CEC will utilize a combination of aerial imagery, cartography maps from the PennDOT Cadd Resource library, and GIS/aerial mapping from the PASDA (Pennsylvania Spatial Data Access) portal to build a base map of existing conditions for this corridor.

This mapping will be used to create a base map, which proposed improvements will be drawn upon.

CEC will perform a PA One Call (for design) prior to the field view and will document potential utility conflicts.

A.1.A.2 Detailed Field View (Site Visit)

CEC will perform a detailed field view to document existing conditions, features, utilities, appurtenances. CEC will meet with the Township Arborist to discuss the tree replacement portion of the work, stump removal limits, curb and sidewalk replacement, etc.

Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075

105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908.874.7500

A.1.A.3 Right-of-Way

It is understood that all work pertaining to this project is within Township right-of-way (and not PennDOT). CEC will utilize information from Radnor Township and PennDOT District 6 ROW Archive to display existing right-of-way lines for the areas being improved.

A.1.B Design Phase

A.1.B.1 CEC will prepare 24" x 36" design plans for the above stated work. These plans will include the following:

- Title Sheet
- General Notes
- Details as needed.
- General Site Plan for Tree Replacement
- Removal and Replacement of 60 trees anticipated.
- Trees will be supplied and installed by the awarded contractor.
- Township Arborist will spec the tree species.
- Soil Enhancement specifications will be provided by the Township Arborist.
- Traffic Control and Pedestrian Safety Control Details

A.1.B.2 CEC will prepare an engineer's estimate of probable construction quantities and costs.

A.1.B.3 CEC will prepare technical specifications for this project, including an itemized bid form.

Radnor Township will provide:

- Front-end specifications
- Soil remediation specifications
- Tree planting specifications

A.1.C Construction Phase

A.1.C.1 CEC will attend and provide assistance during the pre-construction meeting.

A.1.C.2 CEC will provide on-call services for problems at the site.
CEC assumes two (2) on-site visits.

A.1.C.3 CEC will provide responses to contractor RFI's, as necessary.

A.1.C.4 CEC will review contractor material submittals.

A.1.D Schedule

Assumed NTP Tuesday June 25, 2019
Investigation Phase Complete Wednesday June 26, 2019
CEC will submit the base plan to the township for review.
Design Phase Complete Wednesday July 3, 2019
CEC will submit draft plans to the township for review and comment.
CEC will address comments and provide the township with final plan.
Design and Bidding Documents Complete Wednesday July 10, 2019
CEC will submit plans, specifications, and an itemized bid form to the township for review and comment.
CEC will address comments and provide the township with final plan.

A.2 CONTRACT TERMS

A.2.A Investigation Phase	\$3,800.00
A.2.B Design	\$6,400.00
A.2.C Construction Phase	\$3,400.00
NOT TO EXCEED FEE TOTAL	\$13,600.00

CEC proposes to provide services described herein for a **not to exceed** of **\$13,600.00** to be invoiced on a percent complete basis. Said fee is based on CEC's understanding of the project scope, as described herein.

PART B – WBOD Municipal Parking Paving

B.1 SCOPE OF WORK

A.1.A Investigation Phase

B.1.A.1 Base Mapping

CEC will utilize a combination of aerial imagery, cartography maps from the PennDOT Cadd Resource library, and GIS/aerial mapping from the PASDA (Pennsylvania Spatial Data Access) portal to build a base map of existing conditions for this corridor.

This mapping will be used to create a base map, which proposed improvements will be drawn upon.

CEC will perform a PA One Call (for design) prior to the field view and will document potential utility conflicts.

B.1.A.2 Detailed Field View (Site Visit)

CEC will perform a detailed field view to document existing conditions, features, utilities, appurtenances.

B.1.A.3 Right-of-Way

It is understood that all work pertaining to this project is within Township right-of-way (and not PennDOT). CEC will utilize information from Radnor Township and PennDOT District 6 ROW Archive to display existing right-of-way lines for the areas being improved.

B.1.B Design Phase

B.1.B.1

CEC will prepare 24" x 36" design plans for the above stated work. These plans will include the following:

- Title Sheet
- General Notes
- Details as needed.
- General Site Plan for Municipal Parking Areas
 - *Milling (1.5" +/-) of existing asphalt*
 - *1.5" 9.5 MM Superpave asphalt for resurfacing.*
- Signing and Pavement Marking Plan (for parking lot work) Striping will be included for parking lot stalls (hot thermoplastic) and stall numbering.
- Traffic Control Details

B.1.B.2

CEC will prepare an engineer's estimate of probable construction quantities and costs. B.1.B.3 CEC will prepare technical specifications for this project, including an itemized bid form.

Radnor Township will provide:

- Front-end specifications
- Soil remediation specifications
- Tree planting specifications

B.1.C Construction Phase

- B.1.C.1 CEC will attend and provide assistance during the pre-construction meeting.
- B.1.C.2 CEC will provide on-call services for problems at the site.
CEC assumes two (2) on-site visits.
- B.1.C.3 CEC will provide responses to contractor RFI's, as necessary.
- B.1.C.4 CEC will review contractor material submittals.

B.1.D Schedule

- Assumed NTP Tuesday June 25, 2019
- Investigation Phase Complete Wednesday June 26, 2019
CEC will submit the base plan to the township for review.
- Design Phase Complete Wednesday July 3, 2019
CEC will submit draft plans to the township for review and comment.
CEC will address comments and provide the township with final plan.
- Design and Bidding Documents Complete Wednesday July 10, 2019
CEC will submit plans, specifications, and an itemized bid form to the township for review and comment.
CEC will address comments and provide the township with final plan.

B.2 CONTRACT TERMS

B.2.A Investigation Phase	\$3,800.00
B.2.B Design	\$5,800.00
B.2.C Construction Phase	\$3,400.00
NOT TO EXCEED FEE TOTAL	\$13,000.00

CEC proposes to provide services described herein for a **not to exceed of \$13,000.00** to be invoiced on a percent complete basis. Said fee is based on CEC's understanding of the project scope, as described herein.

PART D – Exclusions

Services not included in this proposal, but which may be provided for additional fees include:

- A. Property and Topographic field surveys
- B. Property deed and Right-of-way research
- C. Detailed sidewalk/ADA design
- D. Environmental investigations
- E. Highway Occupancy Permits
- F. NPDES/DEP Permitting
- G. Public Involvement
- H. Construction Inspection
- I. Utility Investigation/Survey (except for PA One Call – design)
- J. Existing Pavement Investigation (including bores)
- K. Bidding Phase Services (other than preparation of bid documents and RFI/shop drawing responses)

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. Our basic services will be considered complete upon the submittal of the final plans.

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 243 or jardman@carrollengineering.com.

Very truly yours,

CARROLL ENGINEERING CORPORATION



Joel H. Ardman
Vice President

cc: James A. Graham, PE, PTOE, Manager, Traffic & Transportation Department, CEC
Christopher Peterson, PE, Project Manager, CEC
Allen B. Mason, PE, Senior Vice President, CEC



ATTACHMENT A
WBOD ZONING DISTRICT



ATTACHMENT B
WBOD MUNICIPAL PARKING AREAS



Legend

Wayne Municipal Parking
Paving Street 1
West Avenue

Google Earth



Wayne Municipal Parking

Paving Sheet 2

SR West

Legend

Google Earth



Legend

Wayne Municipal Parking
Paving Sheet 3
North Wayne Avenue

Google Earth

Copyright

300 ft

3

Station

Wayne Ave

Wayne Ave



Legend

Wayne Municipal Parking
Paving Sheet 4
South Wayne Avenue
West Wayne Avenue

Google Earth

Legend

Wayne Municipal Parking
Paving Street 5
SR 30 East



Google

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

These terms and conditions set forth herein are for the performance of engineering services associated with the appointment of Carroll Engineering Corporation as a municipal/municipal authority engineering consultant. Supplemental letter agreements associated with special projects may amend these terms and conditions, and such amendment shall take precedence over these General Provisions to the extent there is any inconsistency or contradictory statement. 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. The Client is invited to request changes to these terms and conditions, and assumes the risk of failing to read or understand each individual item.

1. General: Carroll Engineering Corporation (hereinafter referred to as CEC) shall perform professional services in connection with their appointment as municipal/municipal authority engineer. 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.
2. 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 produced by Client, excepting only those damages, liabilities, and costs for which CEC is found to be liable by a court or forum of competent jurisdiction.
3. 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 shall be within a project budget approved by client.
4. Third Party Beneficiaries: No benefits or rights are given to anyone other than Client and CEC, and 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.
5. Client Responsibility: Client shall make all provisions for the Engineer to enter upon public or private property, shall provide required legal services and shall pay all fees incidental to obtaining permits associated with services. It is understood CEC is acting as a consultant for Client to provide advice and consultation on a variety of projects. Client shall designate a person to act with authority on his behalf in respect to all aspects of the appointment 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 work product.
6. Legal Matters: 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.
7. Duties of Public Official: 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.
8. Engineering Fees: Fees for engineering services shall be established by mutual agreement of the parties from time to time. Services will be performed on an hourly basis, unless a specific scope of work can be predetermined for a project at which point a separate letter agreement with project fee and expenses will represent a supplement to these terms and conditions.
9. Reimbursable Expenses: 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).
10. 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 of the invoice presented. If Client fails to make full payment due CEC within thirty (30) days, CEC reserves the right to retain all plans, documents and related project material, and to suspend or terminate services until full payment for services and any accumulated charges is made. It shall be understood that the Client is responsible for payment of all assignments made or implied by the Client. If the Client fails to obtain payment from a third party, Client assumes all responsibility for payment to CEC. It shall be understood that if Client fails to make any payment within 90 days, CEC will submit an invoice noting such and may suspend all services with no other notice to Client until outstanding balances are paid. In the event an action to enforce overdue payment 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.

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

11. **Termination**: The appointment of CEC as engineering consultant is subject to termination by Client or CEC with seven days prior written notice. In the event of any termination, CEC shall be paid for all services rendered to the date of the termination, all reimbursable expenses and reimbursable termination expenses, if all services have been satisfactorily performed.
12. **Limitation of Liability**: CEC shall perform the services 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 or in any reports, opinions, drawings, specifications or other documents furnished by CEC. CEC shall not be liable for the results of services performed with professional care and skill.
13. **Indemnification**: 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.

14. **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.
15. **Use of Documents**: 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. Upon payment for all services and execution of an Agreement of Release, Client may obtain reproducible or computer format copies of documents. The 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.
16. **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. 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.
17. **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.
18. **Dispute Resolution**: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to engineering services will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision 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). 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).

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

19. **Hazardous Substances:** 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. 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).
20. **Cost Estimate:** 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 judgment 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.
21. **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.
22. **Dangerous Situations:** 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.
23. **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.
24. **Laws, Rules, Codes, Ordinances and Regulations:** 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.

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Manager/Director of Finance

Date: June 5, 2019

Re: 501 Ithan Avenue: Caucus – Final Land Development Plan – Lot Line Adjustment

The application before the Commissioners, for caucus, regards a lot line change between 501 South Ithan Avenue and 528 Brandymede Place. 528 Brandymede Place will be transferring 0.249 acres to 501 South Ithan Avenue.

Please find attached the detailed review letters and plan set.



Gannett Fleming

*Excellence Delivered **As Promised***

Date: June 3, 2019

To: Stephen Norcini, P.E. – 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: 501 Ithan Avenue/528 Brandymede Road
Brian McDevitt– Applicant

Date Accepted: April 1, 2019

90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. These Plans were reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is to adjust the lot line between the two properties and increase 501 S. Ithan Avenue from .588 acres to .837 acres and decrease 528 Brandymede Road from 1.357 acres to 1.108 acres. There are no changes to roadways, sanitary or storm sewers or stormwater management systems are proposed.

501 S. Ithan and 528 Brandymede Place– Lot Line Adjustment Plan

Plans Prepared By: John Smirga

Dated: 12/12/2018 and revised 05/10/2019

The applicant has indicated on the plans that they are requesting the following waiver:

1. §255-21.B(1)(n) – Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets).

Zoning

1. §280-15.A – Every lot shall have a lot area of not less than one acre. 501 S. Ithan Ave is currently .588 acres and will be .837 acres after the lot line adjustment. This is an existing non-conformity that the applicant wishes to continue.



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. §255.27.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.

General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded. The applicant has indicated that this will be completed.

The applicant appeared before the Planning Commission on May 6, 2019. The Planning Commission made a motion to approve the plans with the required modifications requested by staff. The Planning Commission approval was unanimous.

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





DELAWARE COUNTY PLANNING COMMISSION

1055 E. Baltimore Pike
Media, PA 19063
Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

COUNCIL

JOHN P. McBLAIN
CHAIRMAN

COLLEEN P. MORRONE
VICE CHAIRMAN

MICHAEL F. CULP
KEVIN M. MADDEN
BRIAN P. ZIDEK

LINDA F. HILL
DIRECTOR

May 16, 2019

Mr. Robert A. Zienkowski
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

RE: Name of Dev't: Viggiano and McDevitt
DCPD File No.: 34-7460-19
Developer: Brian McDevitt
Location: East side of South Ithan Avenue,
approximately 500' south of Rolling Road
Recv'd in DCPD: April 25, 2019

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on May 16, 2019, the Commission took action as shown in the recommendation of the attached review.

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

Very truly yours,

Linda F. Hill
Director

cc: Brian McDevitt
John Smirga & Associates, P.C.



DELAWARE COUNTY PLANNING DEPARTMENT

DCPD

1055 E. Baltimore Pike

Media, PA 19063

Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

Date: May 16, 2019

File No.: 34-7460-19

PLAN TITLE: Viggiano and McDevitt

DATE OF PLAN: December 12, 2018

OWNER OR AGENT: Brian McDevitt

LOCATION: East side of South Ithan Avenue,
approximately 500' south of Rolling
Road

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Subdivision

ZONING DISTRICT: R-1

SUBDIVISION ORDINANCE: Local

PROPOSAL: Adjust lot line between two lots
totaling 1.945 acres

UTILITIES: Public

RECOMMENDATIONS: Approval

STAFF REVIEW BY: Michael A. Leventry

REMARKS:

CURRENT PROPOSAL

The applicant proposes to adjust the lot line between two existing residentially developed parcels.

SITE CHARACTERISTICS

The site is located on a local collector street and within a neighborhood comprised mainly of single-family detached dwellings.



Date: May 16, 2019
File No.: 34-7460-19

REMARKS (continued):

APPLICABLE ZONING

The proposal is located within the R-1 district and is subject to applicable regulations set forth in the Township zoning code.

NONCONFORMITIES

Lot 015 does not appear to comply with the area and bulk regulations established in the Township zoning code. It should be noted that this proposal improves said nonconformity.

COMPLIANCE

With exception to the existing nonconformity, the proposal appears to comply with the R-1 district provisions.

SEWAGE FACILITIES

The developer should contact the Pennsylvania Department of Environmental Protection regarding the need for sewage facilities planning approval.

The Township should confirm receipt of any necessary Pennsylvania Department of Environmental Protection planning approval prior to final approval.

STORMWATER MANAGEMENT

The Township Engineer must verify the adequacy of all proposed stormwater management facilities.

Date: May 16, 2019
File No.: 34-7460-19

REMARKS (continued):

HISTORICAL AND ARCHEOLOGICAL SIGNIFICANCE

The proposed subdivision will not have any effect on either property. 528 Brandymede Road is a ca. 1980s ranch house and is not eligible for the National Register. 501 S. Ithan Avenue is a ca. 1780 two-story stone-and-frame colonial house of high integrity. More research should be done on this house and the Township should consider adding this resource to the Historic Resource Inventory in Radnor.

RECORDING

In accordance with Section 513(a) of the Pennsylvania Municipalities Planning Code (MPC), final plans must be recorded within ninety (90) days of municipal approval.



*Excellence Delivered **As Promised***

Date: April 29, 2019

To: Stephen Norcini, P.E. – 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: 501 Ithan Avenue/528 Brandymede Road
Brian McDevitt– Applicant

Date Accepted: April 1, 2019
90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. These Plans were reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is to adjust the lot line between the two properties and increase 501 S. Ithan Avenue from .588 acres to .837 acres and decrease 528 Brandymede Road from 1.357 acres to 1.108 acres. There are no changes to roadways, sanitary or storm sewers or stormwater management systems are proposed.

501 S. Ithan and 528 Brandymede Place– Lot Line Adjustment Plan

Plans Prepared By: John Smirga
Dated: 12/12/2018

Zoning

1. **§280-15** – The zoning table on the plans must be revised to indicate zoning requirements and conditions for both lots.
2. **§280-15.A** – Every lot shall have a lot area of not less than one acre. 501 S. Ithan Ave is currently .588 acres and will be .837 acres after the lot line adjustment. This is an existing non-conformity that the applicant wishes to continue.
3. **§280-15.B** – A breakdown of building areas must be provided for each lot.
4. **§280-15.F** – A breakdown of impervious surfaces must be provided for each lot.



Subdivision and Land Development

5. §255-22-B.1(j) – The names and addresses of the property owners for T.M Lot 026 and T.M. Lot 017 must be shown on the plans.
6. §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.
7. §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.
8. §255-22-B.1(r) - Large trees over six inches in caliper must be shown on the plans.
9. §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.

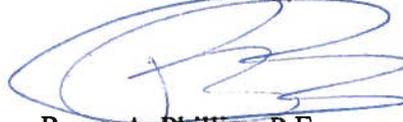
General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded.
2. The plan indicates the Viggiano address as 528 Brandymere Place. We believe this is incorrect and should be revised to 528 Brandymede Road.
3. The final plans for recording must have signature blocks for the owners for 528 Brandymede Road and 501 S. Ithan Avenue.
4. The impervious calculation for 501 S. Ithan Avenue appears to be incorrect. Please verify that 10.18% is accurate.

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: April 24, 2019

To: Stephen F. Norcini, P.E.
Radnor Township Engineer

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

cc: 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.
Leslie Salsbury, P.E., Gilmore & Associates, Inc.

Reference: 501 S. Ithan Avenue (2019-SD-02)
Lot Line Change Plan Review
Radnor Township, Delaware County, PA
G&A 19-04065

Gilmore & Associates, Inc. (G&A) has completed a transportation review of the referenced Lot Line Adjustment Plan for 501 S. Ithan Avenue for the applicants, Brian McDevitt and Mark Viggiano. The applicant intends to reconfigure two lots and increase the lot area of 501 S. Ithan Avenue by acquiring land from 528 Brandymere Place.

A. DOCUMENTS REVIEWED

1. Lot Line Change Plan (1 Sheet) for 501 S. Ithan Avenue (2019-SD-02), dated December 12, 2018, prepared for Brian McDevitt, prepared by John Smirga.
2. Subdivision and Land Development Application Form.
3. Application for Act 247 Review.

B. REVIEW COMMENTS

The referenced Plan includes property line adjustments and generates no transportation related comments.

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

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property 501 S. ITHAN AVE / 528 BRANDYMERE PL

Zoning District RI

Application No. _____
(Twp. Use)

Fee _____

Ward No. _____

Is property in HARB District _____

Applicant: (Choose one)

Owner

Equitable Owner _____

Name BRIAN McDEWITT

Address 501 S. ITHAN AVE Bryn Mawr PA

Telephone 610-416-2678 Fax _____ Cell

Email 74bmcde@gmail.com

Designer: (Choose one)

Engineer

Surveyor _____

Name John Smirga, PE

Address 7 Village Circle Newtown Sq PA 19073

Telephone 610-202-2537 Fax _____

Email NPT60@COMCAST.NET

Area of property 0.588 AC / 1.357 AC Area of disturbance N/A

Number of proposed buildings NONE

Proposed use of property Residential

Number of proposed lots EXISTING CHOT LINE ADJUSTMENT

Plan Status: Sketch Plan _____ Preliminary _____ Final Revised _____

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

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

NO

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

NO

Individual/Corporation/Partnership Name

N/A

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

Brian McDevitt

Print Name

BRIAN McDEVITT

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

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

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPLICANT

Name BRIAN McDEVITT E-mail

Address 501 S. ITHAN AVE Phone 610-416-2678

Name of Development (LOT LINE ADJUSTMENT VIGGIANO & McDEVITT)

Municipality RADNOR

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm John Smiraglia & Assoc Phone 610-202-2537

Address 7 Village Creek Newtown Sq PA 19073

Contact John Smiraglia E-mail NPT60@COMCAST.NET

Table with 5 columns: Type of Review, Plan Status, Existing Utilities, Proposed Utilities, Environmental Characteristics. Includes checkboxes for Zoning Change, Land Development, Subdivision, PRD, Sketch, Preliminary, Final, Tentative, Public/Private Sewerage/Water, Wetlands, Floodplain, Steep Slopes.

Zoning District R-1

Tax Map # 36-07-627 3A07-015

Tax Folio # _ _ _ _ _

STATEMENT OF INTENT

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

Both Lots Are Residential Single family

Total Site Area Both Lots 1.945 Acres

Size of All Existing Buildings _____ Square Feet

Size of All Proposed Buildings _____ Square Feet

Size of Buildings to be Demolished _____ Square Feet

NONE
Print Developer's Name

[Signature]
Developer's Signature

MUNICIPAL SECTION

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting

Local Governing Body Regular Meeting

Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:

Actual Date Needed _____

IMPORTANT: If previously submitted, show assigned DCPD File # _____

Print Name and Title of Designated Municipal Official _____

Phone Number _____

Official's Signature _____

Date _____

FOR DCPD USE ONLY

Review Fee: Check # _____ Amount \$ _____ Date Received _____

Applications with original signatures must be submitted to DCPD.

Deed Report

Fri Jan 04 16:01:31 201

Deed Name: 15

Starting Coordinates: Northing 4967.85, Easting 5530.99

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 13°07'00" W	207.02	LINE					
N 74°50'30" E	110.97	LINE					
S 79°27'03" E	40.47	LINE					
S 22°13'00" E	68.00	LINE					
S 67°10'00" W	45.00	LINE					
S 09°40'50" E	103.23	LINE					
S 67°58'53" W	109.50	LINE					

Ending Coordinates: Northing 4967.85, Easting 5530.99

Area: 25599.09 S.F, 0.5877 Acres

Total Perimeter Distance> 684.19

Closure Error Distance> 0.0019 Error Bearing> S 79°12'26" E

Closure Precision> 1 in 355387.3

Tim OIS

Deed Report

Fri Jan 04 15:58:00 201

Deed Name: 126 Revised

Starting Coordinates: Northing 4912.69, Easting 5918.66

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 88°20'07" W	285.18	LINE					
N 20°08'52" E	248.75	LINE					
S 60°24'03" E	268.74	LINE					
S 17°27'06" W	114.34	CURVE L	310.00	115.00	21°15'18"	58.17	
					Rad-In: S 61°55'15" E		Rad-Out: S 83°10'33" E

Ending Coordinates: Northing 4912.69, Easting 5918.66

Area: 48253.22 S.F, 1.1077 Acres

Total Perimeter Distance> 917.67

Closure Error Distance> 0.0042 Error Bearing> N 10°12'09" E

Closure Precision> 1 in 220064.5

Tm 027

Deed Report

Fri Jan 04 16:00:46 201

Deed Name: 126 removed

Starting Coordinates: Northing 4920.98, Easting 5633.60

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 22°00'51" W	81.92	LINE					
N 67°58'53" E	31.94	LINE					
N 09°40'50" W	103.23	LINE					
N 67°10'00" E	112.99	LINE					
S 20°08'52" W	248.75	LINE					

Ending Coordinates: Northing 4920.98, Easting 5633.60

Area: 10881.99 S.F, 0.2498 Acres

Total Perimeter Distance> 578.83

Closure Error Distance> 0.0010 Error Bearing> N 64°55'20" W

Closure Precision> 1 in 582052.2

RECEIVED

MAR 25 2019

2019-5-02

RADNOR TOWNSHIP
ENGINEERING DEPARTMENT

RECEIVED

JAN 15 2019

2019-5-02

RADNOR TOWNSHIP
ENGINEERING DEPARTMENT



Sage Premier Settlements
PA
1974 Sproul Road, Suite 402
Broomall, PA 19008
610-356-9600
855-243-1046

Fidelity National Title Insurance Company

Record Owner and Lien Certificate

TW File # 7507931
File # 253088BRMS

Effective Date: 01/28/2019

Premises: 501 Ithan Avenue aka South Ithan Avenue
Radnor Township
Delaware County, PA

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as abstractor for its negligence, mistakes or omissions in a sum not exceeding Two Thousand Five Hundred (\$2,500.00) Dollars unless otherwise endorsed hereon.

Description

PARCEL 1

PREMISES "A"

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a Map of Property of William Edward Delman Bascome Estate, made by M.R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, June 30, 1932 and revised September 25, 1952, as follows, to wit:

BEGINNING at a point in the title line in the bed of Ithan Avenue and in line of land formerly of George H. McFadden, now or late of the Girard Trust Company, Trustee, which point is at the distance of five hundred seventy nine and fifty seven one-hundredths feet measured South twenty two degrees, seventeen minutes East, along said title line and land now or late of the Girard Trust Company, Trustee, from a point in the middle line of Barclay Road (sixty feet wide); thence extending along said land now or late of the Girard Trust Company, Trustee, South twenty two degrees, seventeen minutes East, three hundred eighty six and fifty two one-hundredths feet to 'a stone; thence extending along land now or late of Robert K. Cassatt, South twenty two degrees, four minutes East, one hundred feet and seven one-hundredths of a



foot; thence extending South sixty seven degrees, fifty six minutes West, seventy seven and fifty one one-hundredths feet to a point in the title line in the bed of Ithan Avenue; thence extending along the same, North thirteen degrees, eleven minutes West, four hundred ninety two and fifty one-hundredths feet to the first mentioned point and place of beginning.

TOGETHER with the easement and free and uninterrupted use, right, liberty and privilege of a certain water line running from a main in Barclay Road, across other ground of the grantor herein.

EXCEPTING THEREOUT AND THEREFROM:

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, bounded and described according to a Plan made by A.P. Colonna, Civil Engineer, Rosemont, Delaware County, Pennsylvania, dated May 28, 1968, and revised November 12, 1968, as follows, to wit:

BEGINNING at a point in the title line in the bed of Ithan Avenue and in line of land formerly of George H. McFadden now or late of the Girard Trust Company, Trustee, which point is at the distance of five hundred seventy nine and fifty seven one-hundredths feet measured South twenty two degrees, seventeen minutes, East, along the said title line and land now or late of Girard Trust Company, Trustees, from a point in the middle line of Barclay Road (sixty feet wide); thence extending from said beginning point, South twenty two degrees, seventeen minutes East, two hundred ninety and fifty two one-hundredths feet to a point; thence extending South sixty seven degrees, forty three minutes West, forty six and fifty three one-hundredths feet to a point in bed of Ithan Avenue; thence along the said Ithan Avenue, North thirteen degrees, eleven minutes West, two hundred ninety four and twenty two one-hundredths feet to the first mentioned point and place of beginning.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania and described according to a Map of Properties of J.B. Mozino and Co., Inc., and Leonard J. and Kathleen T. Wiley, said Map made by A.P. Colonna, Registered Engineer, dated May 28, 1968, and revised November 12, 1968, as follows, to wit:

BEGINNING at a point on the title line passing partly through the bed of Ithan Avenue and partly along the line dividing Lot No. 69 and lands of J.B. Mozino Co., Inc., from lands now or late of Leonard J. Wiley, et ux, at the distance of four hundred seventy three and thirty seven one-hundredths feet, measured South twenty two degrees, thirteen minutes East, from its intersection with the title line in the bed of Rolling Road; thence extending along lands of J.S. Mozino Co., Inc., North sixty seven degrees, forty seven minutes East, twenty five feet to a point; thence extending still along lands of J.S. Mozino Co., Inc., South twenty two degrees, thirteen minutes East, ninety five and seventy four one-hundredths feet to a point; thence extending South sixty seven degrees, ten minutes West, twenty five feet to line of lands of Leonard J. Wiley; and



thence extending along same, North twenty two degrees, thirteen minutes West, ninety six feet to the first mentioned point and place of beginning.

PREMISES "C"

ALL THAT CERTAIN interior lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to a Map of Property of George Smith, et ux, by Yerkes Engineering Co., Consulting Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated June 2, 1965 and last revised January 21, 1969, bounded and described as follows, to wit:

BEGINNING at an interior point an iron pipe, which point is measured the six following courses and distances from the point formed by the intersection of the Southwesterly side of Brandymede Place (sixty feet wide) with the Northwesterly side of Wyldhaven Road (sixty feet wide): (1) extending from said point of intersection North thirty nine degrees, twenty nine minutes West, ninety five and six one-hundredths feet to a point of curve; (2) on a line curving to the right, having a radius of nine hundred ten feet, the arc distance of one hundred nineteen and forty one one-hundredths feet to a point of tangent; (3) North thirty one degrees, fifty seven minutes, fifty five seconds West, two hundred thirteen and forty nine one-hundredths feet to a point of curve; (4) on a line curving to the right, having a radius of three hundred ten feet, the arc distance of one hundred eighty nine and four one-hundredths feet, to an iron pipe; (5) South eighty seven degrees, forty nine minutes, three seconds West two hundred eighty five and eighteen one-hundredths feet to an iron pipe; (6) North twenty five degrees, fifty one minutes, fifty seven seconds West, eighty one and ninety three one-hundredths feet to an iron pipe in line of lands of Leonard Wiley, the point of beginning; thence extending from said beginning point, and along lands of Leonard Wiley, North twenty five degrees, fifty one minutes, fifty seven seconds West, one hundred feet and seven one-hundredths of a foot to a cross on walk; thence extending along lands now or late of McFadden Estate, North sixty three degrees, nineteen minutes, ten seconds East, fifty four and one one-hundredths feet to a spike in, the root of a forty eight inch ash; thence extending along lands of George L. Smith, et ux, South thirteen degrees, thirty one minutes, forty seconds East, one hundred three and twenty three one-hundredths feet to an iron pipe in said lands; thence extending along said lands of George L. Smith, et ux, South sixty four degrees, eight minutes, three seconds West, thirty one and ninety four one-hundredths feet to the first mentioned iron pipe and place of beginning.

PARCEL 2

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, described according to a Lot line adjustment between Brian McDevitt and J. S. Mozino, Inc., made by John



Smirga, Surveyor, Wayne, Pa., dated 11/11/1992 and recorded 8/17/1993 in Recorder of Deed Office, Delaware County, in Plan Case 18, page 38.

THE FIRST THEREOF BEGINNING at a point on the title line in the bed of Ithan Avenue a corner of lands now or late of I. S. Mozino & Co., Inc.; thence extending from said beginning point along lands now or late of J. S. Mozino & Co., Inc., North 74 degrees 50 minutes 30 seconds East 70.66 feet to a point; thence extending South 67 degrees 47 minutes West 71.53 feet to a point in the title line in the bed of Ithan Avenue, aforesaid; thence extending along same North 13 degrees 11 minutes West 8.88 feet to the first above mentioned point and place of beginning.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, described according to a Lot line adjustment between Brian McDevitt and J. S. Mozino, Inc., made by John Smirga, Surveyor, Wayne, Pa., dated 11/11/1992 and recorded 8/17/1993 in Recorder of Deed Office, Delaware County, in Plan Case 18, page 38.

THE SECOND THEREOF BEGINNING at an interior point, in line of lands now or late of J.S. Mozino & Co., Inc.; thence extending from said beginning point along lands now or late of J.S. Mozino & Co., Inc., aforesaid the three following courses and distances: (1) North 74 degrees 50 minutes 30 seconds East 40.31 feet to a point; (2) South 79 degrees 27 minutes 3 seconds East 40.47 feet to a point; and (3) South 22 degrees 13 minutes East 68 feet to a point in line of lands now or late of I.. Viggiano; thence extending along same and lands now or late of Brian McDevitt, as shown on said plan, South 67 degrees 10 minutes West 74.01 feet to a point in line of lands now or late of Brian McDevitt, aforesaid; thence extending along same North 22 degrees 13 minutes West 95.74 feet to the first above mentioned point and place of beginning.

TW File # 7507931
File # 253088BRMS

AS TO PARCEL "A"

Being the same premises which David F. Lincoln and Wendy Stoner Lincoln, his wife by Deed dated 07/21/1988 and recorded 08/08/1988 in Delaware County in Volume 597 Page 1833 conveyed unto Brian McDevitt, in fee.

AS TO PARCEL "B"

Being the same premises which Mozino Development Corporation by Deed dated 10/06/1994 and recorded 10/13/1994 in Delaware County in Volume 1306 Page 489 conveyed unto Brian McDevitt, in fee.

1. TAXES:

Receipts for Township, County and School Taxes for the three prior years to be produced.

Township, County and School Taxes for the current year 2019

Assessment \$241,620.00

Tax ID / Parcel No. 36-07-04734-00

2. WATER AND SEWER RENTS:

Water and Sewer Rents for the current year 2019.

3. MECHANICS AND MUNICIPAL CLAIMS:

A. Radnor Township vs. Brian McDevitt, 2012-063676 filed 07/16/2012, in the amount of \$451.18

B. Radnor Township vs. Brian McDevitt, 2013-063500 filed 07/05/2013, in the amount of \$216.99

C. Radnor Township vs. Brian McDevitt, 2013-063501 filed 07/05/2013, in the amount of \$318.04

4. MORTGAGES:

A. Amount: \$413,000.00

Mortgagor: Brian McDevitt

Mortgagee: Wachovia Bank

Dated: 12/26/2003 and Recorded 01/08/2004 in Volume 3057 Page 580.
(closed end mortgage)

B. Amount: \$55,000.00

Mortgagor: Brian McDevitt

Mortgagee: Wachovia Bank

Dated: 12/26/2003 and Recorded 01/08/2004 in Volume 3057 Page 930.
(open end mortgage)

5. JUDGMENTS: NONE

EXCEPTIONS:

1. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
2. Public and private rights in and to that portion of premises lying in the bed of Ithan Avenue.
3. Rights granted to Philadelphia Electric Company and The Bell Telephone Company of Pennsylvania as more particularly set forth in Deed Book 1043 page 11.
4. Restrictions as in Deed Book 1098 page 549.
5. Rights granted to Philadelphia Suburban Water Co. in Deed Book 758 page 63.
6. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in plan, recorded in Plan Volume 18 page 38, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

NOTE:

The status or validity of title to the subject premises may be affected by matters disclosed by survey, rights of parties in possession and other items not found of record and not certified hereon. Therefore, the Applicant is cautioned against using this Certificate as a basis for consummating a real estate transaction, until the Certificate is converted into a Title Report, Binder or Commitment at which time additional exceptions and settlement requirements will be added.

Settlement or the removal of items and exceptions will not be made on this certificate. This Certificate may be converted into a report for title insurance at any time. If the conversion is made within six months from the date hereof, credit will be allowed against the fee previously paid.

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.



Sage Premier Settlements
PA
1974 Sproul Road, Suite 402
Broomall, PA 19008
610-356-9600
855-243-1046

Fidelity National Title Insurance Company

Record Owner and Lien Certificate

TW File # 7507944
File # 253089BRMS

Effective Date: 01/28/2019

Premises: 518 Brandymede Road
Radnor Township
Delaware County, PA

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as abstractor for its negligence, mistakes or omissions in a sum not exceeding Two Thousand Five Hundred (\$2,500.00) Dollars unless otherwise endorsed hereon.

Description

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 according to a Plan of Property of George Smith and wife made by Yerkes Engineering Company, Bryn Mawr, Pennsylvania, dated June 2nd, 1965 and last revised January 21, 1969 as follows, to wit:

BEGINNING at a point on the Westerly side of Brandymede Place (60 feet wide) measured the four following courses and distances from the point formed by the intersection of the Southwesterly side of said Brandymede Place with the Northwesterly side of Wyldhaven Road (60 feet wide): (1) extending from said point of intersection North 39 degrees 29 minutes West 95.06 feet to a point of curve; (2) on a line curving to the right having a radius of 910 feet, the arc distance of 119.41 feet to a point of tangent; (3) North 31 degrees 57 minutes 55 seconds West 213.49 feet to a point of curve; and (4) on a line curving to the right having a radius of 310 feet the arc distance of 189.04 feet to the point and place of beginning; thence extending from said beginning point South 87 degrees 49 minutes 3 seconds West 285.18 feet to a point; thence extending North 25 degrees 51 minutes 57 seconds West 81.93 feet to a point, a corner of land to be conveyed to Leonard Wiley; thence by said land the two following courses and distances: (1) North 64 degrees 8 minutes 3 seconds East 31.94 feet to an iron pin; and (2) North 13 degrees 31 minutes 40 seconds West 103.23 feet to a spike; thence North 63 degrees 19 minutes 10 seconds East 112.99 feet to a point; thence South 64 degrees 14 minutes 53 seconds



Fidelity National Title Insurance Company

TW File # 7507944
File # 253089BRMS

East 268.74 feet to a point on the Westerly side of Brandymede Place aforesaid;
thence extending along the same Southwardly on a line curving to the left having a
radius of 310 feet the arc distance of 115 feet to the first mentioned point and place
of beginning.

BEING Lot #126 on said Plan.

TW File # 7507944
File # 253089BRMS

Being the same premises which Helen M. Viggiano by Deed dated 06/10/2004 and recorded 06/14/2004 in Delaware County in Volume 3204 Page 2039 conveyed unto Mark Viggiano and Lisa Viggiano, husband and wife, in fee.

1. TAXES:
Receipts for Township, County and School Taxes for the three prior years to be produced.
Township, County and School Taxes for the current year 2019
Assessment \$415,260.00
Tax ID / Parcel No. 36-07-04235-00
2. WATER AND SEWER RENTS:
Water and Sewer Rents for the current year 2019.
3. MECHANICS AND MUNICIPAL CLAIMS:

A. Radnor Township vs. Mark Viggiano and Lisa Viggiano, 2013-063547 filed 07/05/2013 in the amount of \$262.30
4. MORTGAGES:

A. Amount: \$750,000.00
Mortgagor: Mark Viggiano and Lisa Viggiano
Mortgagee: Fremont Investment & Loan
Dated: 12/18/2006 and Recorded 01/11/2007 in Volume 4003 Page 277.
(closed end mortgage) Loan Modification Agreement, recorded 11/09/2012 in Volume 5218 page 492. Last assigned to HSBC Bank USA, National Association, as Trustee, etc, recorded 02/01/2016 in Volume 5764 page 930

B. Amount: \$150,000.00
Mortgagor: Mark Viggiano and Lisa Viggiano
Mortgagee: Santander Bank
Dated: 10/20/2016 and Recorded 11/07/2016 in Volume 5905 Page 1912.
(open end mortgage)
5. JUDGMENTS:

A. Commonwealth of Pa. for the benefit of Delaware County vs. Lisa Viggiano, 2016-863922, filed 08/31/2016 in the amount of \$1,359.00

B. Commonwealth of Pa. Department of Revenue, vs. Mark Viggiano and Lisa Viggiano, 2018-066888 filed 10/09/2018 in the amount of \$3,400.34

EXCEPTIONS:

1. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.

2. Rights granted to Philadelphia Electric Company and Bell Telephone Company in Deed Book 1879 page 447.

NOTE:

The status or validity of title to the subject premises may be affected by matters disclosed by survey, rights of parties in possession and other items not found of record and not certified hereon. Therefore, the Applicant is cautioned against using this Certificate as a basis for consummating a real estate transaction, until the Certificate is converted into a Title Report, Binder or Commitment at which time additional exceptions and settlement requirements will be added.

Settlement or the removal of items and exceptions will not be made on this certificate. This Certificate may be converted into a report for title insurance at any time. If the conversion is made within six months from the date hereof, credit will be allowed against the fee previously paid.

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

This Indenture Made the 21st day of

July in the year of our Lord one thousand nine hundred and eighty eight (19 88)

Between

DAVID F. LINCOLN and WENDY STONER LINCOLN, his wife

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

BRIAN McDEVITT

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

Witnesseth That the said Grantor s

for and in consideration of the sum of

ONE AND 00/100 (\$1.00) DOLLAR-----lawful

money of the United States of America, unto them well and truly paid by the said Grantee , 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 Grantee , his heirs and assigns,

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a Map of Property of William Edward Delman Bascome Estate, made by M.R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, June 30, 1932 and revised September 25, 1952, as follows, to wit:

BEGINNING at a point in the title line in the bed of Ithan Avenue and in line of land formerly of George H. McFadden, now or late of the Girard Trust Company, Trustee, which point is at the distance of five hundred seventy nine and fifty seven one-hundredths feet measured South twenty two degrees, seventeen minutes East, along said title line and land now or late of the Girard Trust Company, Trustee, from a point in the middle line of Barclay Road (sixty feet wide); thence extending along said land now or late of the Girard Trust Company, Trustee, South twenty two degrees, seventeen minutes East, three hundred eighty six and fifty two one-hundredths feet to a stone; thence extending along land now or late of Robert K. Cassatt, South twenty two degrees, four minutes East, one hundred feet and seven one-hundredths of a foot; thence extending South sixty seven degrees, fifty six minutes West, seventy seven and fifty one one-hundredths feet to a point in the title line in the bed of Ithan Avenue; thence extending along the same, North thirteen degrees, eleven minutes West, four hundred ninety two and fifty one-hundredths feet to the first mentioned point and place of beginning.

Folio #36-07-04734-00, ABCO, Box 1

ALL THAT CERTAIN interior lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to a Map of Property of George Smith, et ux, by Yerkes Engineering Co., Consulting Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated June 2, 1965 and last revised January 21, 1969, bounded and described as follows, to wit:

BEGINNING at an interior point an iron pipe, which point is measured the six following courses and distances from the point formed by the intersection of the Southwesterly side of Brandymede Place (sixty feet wide) with the Northwesterly side of Wyldhaven Road (sixty feet wide): (1) extending from said point of intersection North thirty nine degrees, twenty nine minutes West, ninety five and six one-hundredths feet to a point of curve; (2) on a line curving to the right, having a radius of nine hundred ten feet, the arc distance of one hundred nineteen and forty one one-hundredths feet to a point of tangent; (3) North thirty one degrees, fifty seven minutes, fifty five seconds West, two hundred thirteen and forty nine one-hundredths feet to a point of curve; (4) on a line curving to the right, having a radius of three hundred ten feet, the arc distance of one hundred eighty nine and four one-hundredths feet to an iron pipe; (5) South eighty seven degrees, forty nine minutes, three seconds West, two hundred eighty five and eighteen one-hundredths feet to an iron pipe; and (6) North twenty five degrees, fifty one minutes, fifty seven seconds West, eighty one and ninety three one-hundredths feet to an iron pipe in line of lands of Leonard Wiley, the point of beginning; thence extending from said beginning point, and along lands of Leonard Wiley, North twenty five degrees, fifty one minutes, fifty seven seconds West, one hundred feet and seven one-hundredths of a foot to a cross on walk; thence extending along lands now or late of McFadden Estate, North sixty three degrees, nineteen minutes, ten seconds East, fifty four and one one-hundredths feet to a spike in the root of a forty eight inch ash; thence extending along lands of George L. Smith, et ux, South thirteen degrees, thirty one minutes, forty seconds East, one hundred three and twenty three one-hundredths feet to an iron pipe in said lands; thence extending along said lands of George L. Smith, et ux, South sixty four degrees, eight minutes, three seconds West, thirty one and ninety four one-hundredths feet to the first mentioned iron pipe and place of beginning.

UNDER AND SUBJECT to rights, privileges, reservations and restrictions of record.

BEING the same premises which Steven E. Welch and Elizabeth S. Welch, h/w, by Indenture bearing date the 11th day of January, 1985 and recorded at Media in the Office for the Recording of Deeds, in and for the County of Delaware, on 25th day of January, 1985, in Volume 214, page 400, granted and conveyed unto David F. Lincoln, his heirs and assigns, in fee.

8-8-88

2625
Radnor Twp

H. 210

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

READY TO USE
 TRANSFER TAX

900.00

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

READY TO USE
 TRANSFER TAX

900.00

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

READY TO USE
 TRANSFER TAX

300.00

TOGETHER with the easement and free and uninterrupted use, ri liberty and privilege of a certain water line running from a main in Barclay Road, across other ground of the grantor herein.

EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, bounded and described according to a Plan made by A.F. Colonna, Civil Engineer, Rosemont, Delaware County, Pennsylvania, daed May 28, 1968, and revised November 12, 1968, as follows, to wit:

BEGINNING at a point in the title line in the bed of Ithan Avenue and in line of land formerly of George H. McFadden now or late of the Girard Trust Company, Trustee, which point is at the distance of five hundred seventy nine and fifty seven one-hundredths feet measured South twenty two degrees, seventeen minutes, East, along the said title line and land now or late of Girard Trust Company, Trustees, from a point in the middle line of Barclay Road (sixty feet wide); thence extending from said beginning point, South twenty two degrees, seventeen minutes East, two hundred ninety and fifty two one-hundredths feet to a point; thence extending South sixty seven degrees, forty three minutes West, forty six and fifty three one-hundredths feet to a point in bed of Ithan Avenue; thence along the said Ithan Avenue, North thirteen degrees, eleven minutes West, two hundred ninety four and twenty two one-hundredths feet to the first mentioned point and place of beginning. BEING a part of 501 South Ithan Avenue. (Leonard J. Wiley).

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania and described according to a Map of Properties of J.S. Mozino and Co., Inc., and Leonard J. and Kathleen T. Wiley, said Map made by A.F. Colonna, Registered Engineer, dated May 28, 1968, and revised November 12, 1968, as follows, to wit:

BEGINNING at a point on the title line passing partly through the bed of Ithan Avenue and partly along the line dividing Lot No. 89 and lands of J.S. Mozino Co., Inc., from lands now or late of Leonard J. Wiley, et ux, at the distance of four hundred seventy three and thirty seven one-hundredths feet, measured South twenty two degrees, thirteen minutes East, from its intersection with the title line in the bed of Rolling Road; thence extending along lands of J.S. Mozino Co., Inc., North sixty seven degrees, forty seven minutes East, twenty five feet to a point; thence extending still along lands of J.S. Mozino Co., Inc., South twenty two degrees, thirteen minutes East, ninety five and seventy four one-hundredths feet to a point; thence extending South sixty seven degrees, ten minutes West, twenty ive feet to line of lands of Leonard J. Wiley; and thence extending along same, North twenty two degrees, thirteen minutes West, ninety six feet to the first mentioned point and place of beginning.

PREMISES "C"

Together with all and singular the messuage and lot or piece of land 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 Grantors , as well at law as in equity, of, in, and to the same.

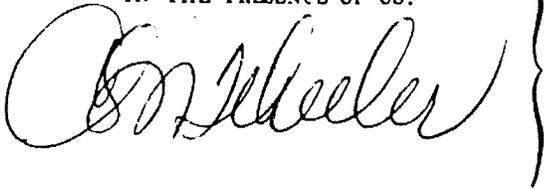
To have and to hold the said lot or piece of ground above described
messuage hereditaments
and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the
said Grantee , his heirs and assigns, to and for the only proper
use and behoof of the said Grantee , his heirs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

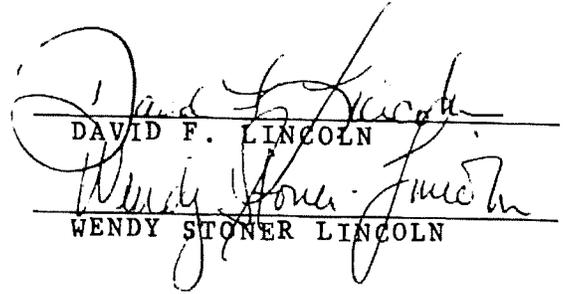
And the said Grantors, their

heirs ,
executors and administrators do covenant, promise and agree, to and with the said Grantee ,
his heirs and assigns, by these presents, that they , the said Grantors,
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 ,
his heirs and assigns, against them, the said Grantors, 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 parties of the first part hereunto set
their hand s and seal s. Dated the day and year first above written.

Scaled and Delivered
IN THE PRESENCE OF US:





DAVID F. LINCOLN

WENDY STONER LINCOLN

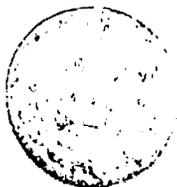
045847

#2400

1100.00
21.25.00
1,179.00

905

RECORDED & INDEXED



James P. ...

The address of the above-named Grantee is

Sold to ...
Acquainted on 1910

Or Detail of the Grantee

James P. ...

DEED.

DAVID F. LINCOLN and
WENDY STONER LINCOLN, his wife

TO

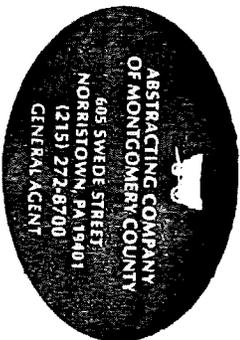
BRIAN McDEVITT

PREMISES:
501 S. Ithian Avenue
Radnor Township
Delaware County, Pennsylvania

753-S

John C. Clark Co., Phila.

1988



On this, the 21st day of July, 1988 before me,
the undersigned Officer,
DAVID F. LINCOLN and WENDY STONER LINCOLN, his wife
personally appeared

known to me (satisfactorily proven) to be the persons whose name is (are) subscribed to the
within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

James P. ...
My commission expires 7/31/89

Commonwealth of Pennsylvania
County of MONTGOMERY

ss:

COMMONWEALTH TITLE INSURANCE COMPANY

CLTIC
D 110030 DN Deed #3 Drexel Hill

This Indenture Made the 6th day of October in the year of our Lord one thousand nine hundred and ninety-four (1994.)

Between

MOZINO DEVELOPMENT CORPORATION,
(a Pennsylvania Corporation)

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

Brian McDevitt

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

Witnesseth,

That the said Grantor

for and in consideration of the sum of

One (\$1.00) Dollar

lawful

money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, his heirs and assigns,

PREMISES A

ALL THOSE TWO CERTAIN lots or pieces of ground, Hereditaments and Appurtenances, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a Lot Line Adjustment Plan between Brian McDevitt and J.S. Mozino, Inc., made by John Smirga, Wayne, Pa., dated 11/11/1992, revised 1/4/1993 and recorded in Plan Volume 18 page 38, as follows, to wit:

THE FIRST THEREOF BEGINNING at a point on the title line in the bed of Ithan Avenue a corner of lands now or late of J. S. Mozino & Co., Inc.; thence extending from said beginning point along lands now or late of J. S. Mozino & Co., Inc., North 74 degrees 50 minutes 30 seconds East 70.66 feet to a point; thence extending South 67 degrees 47 minutes West 71.53 feet to a point in the title line in the bed of Ithan Avenue, aforesaid; thence extending along same North 13 degrees 11 minutes West 8.88 feet to the first above mentioned point and place of beginning.

THE SECOND THEREOF BEGINNING at an interior point, in line of lands now or late of J.S. Mozino & Co., Inc.; thence extending from said beginning point along lands now or late of J.S. Mozino & Co., Inc., aforesaid the three following courses and distances: (1) North 74 degrees 50 minutes 30 seconds East 40.31 feet to a point; (2) South 79 degrees 27 minutes 3 seconds East 40.47 feet to a point; and (3) South 22 degrees 13 minutes East 68 feet to a point in line of lands now or late of L. Viggiano; thence extending along same and lands now or late of Brian McDevitt, as shown on said plan, South 67 degrees 10 minutes West 74.01 feet to a point in line of lands now or late of Brian McDevitt, aforesaid; thence extending along same North 22 degrees 13 minutes West 95.74 feet to the first above mentioned point and place of beginning.

Deed # 36-07-04719-00 (PART OF)

BEING PART OF the same premises which Joseph S. Mozino and Sarah J. Mozino, husband and wife, by Indenture bearing date the 15th day of November, A.D. 1961 and recorded in the Office of the Recorder of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book 1977 page 466, granted and conveyed unto J. S. Mozino & Co., Inc., in fee.

BEING part of the same premises which J. S. Mozino & co., Inc., a Pa. Corporation, by Deed dated November 1, 1991 and intended to be forthwith recorded in the Office for the Recording of Deeds in and for the County of Delaware aforesaid, granted and conveyed unto Mozino Development Corporation, in fee.



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	1306
Page Number	0499
Date Recorded	10/13/94

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: E. Leskie Telephone Number: _____
 Area Code: 610, 446-5000
 Street Address: 1246 Township Line City: Drexel Hill State: PA Zip Code: 19026

B TRANSFER DATA

Grantor(s): Mozino Development Corporation Date of Acceptance of Document: _____
 Grantee(s): Brian McDevitt
 Street Address: 423 Burnmont Rd Street Address: 501 S. ITMAN AVE
 City: Drexel Hill PA 19026 City: Rosemont PA 19010

C PROPERTY LOCATION

Street Address: LOT ITMAN AVE City, Township, Borough: RADNOR
 County: Delaware School District: RADNOR Tax Parcel Number: Part of 36-07-04719-00

D VALUATION DATA

1. Actual Cash Consideration: 1.00
 2. Other Consideration: +
 3. Total Consideration: = 1.00
 4. County Assessed Value (ANDY): 1000-800 SEPARATELY ASSESSED
 5. Common Level Ratio Factor: 32.26
 6. Fair Market Value: _____

EXEMPTION DATA

1a. Amount of Exemption Claimed: _____
 1b. Percentage of Interest Conveyed: _____

2. Check appropriate box below for Exemption Claimed
- Will or estate administration (Name of Decedent: _____, Estate File Number: _____)
 - Transfer to Industrial Development Agency.
 - Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
 - Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
 - Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
 - Corrective deed (Attach copy of the prior deed).
 - Statutory corporate consolidation, merger or division. (Attach copy of articles).
 - Other (Please explain exemption claimed, if other than listed above.)
THIS DEED IS MADE TO ADJUST LOT LINES ON PLAN DATED 11/1/92 REV 11/93 RECORDED VOL 18 PG 38

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: E Leskie Date: 10/6/94

Commonwealth of Pennsylvania

County of Del

On this, the 6 day of Oct, 1994, before me,

personally appeared Andrew L. Mozino who acknowledged himself (herself) to be the PRESIDENT of Mozino Development Corporation a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as PRESIDENT

the undersigned officer,

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

Eugenia P. Lehto



OFFICIAL SEAL
Eugenia P. Lehto, Commissioner of Deeds
for Commonwealth of Penna., From out of State
Washington Twp., Gloucester Co., N.J.
Office: Dram Hill, Del. Co. Pa.
My Commission Expires September 27, 1996

ORDER OF DEEDS
083074
MOZINO DEED
36-07-04719-00
NOT INSURED

Mozino Development Corporation
a Pa. Corp.

TO

Brian McDevitt

→ CLTIC / DEVEL HILL

750-S John C. Clark Co., Phila 1992

Premises: Lot 17man Ave
Rox van Tugh
Del. Co., Pa.

The address of the above-named Grantee

is 501 S. ITHAN AVE
ROSEMONT PA 19010

On behalf of the Grantee

E Lehto

TD-41347-6JP

This Indenture Made this *10th* day of *June*, 2004.

Between HELEN M. VIGGIANO (being the mother and mother-in-law of the hereinafter named Grantees)

(hereinafter called the Grantor)

AND

MARK VIGGIANO and LISA VIGGIANO, husband and wife (the said Mark Viggiano being the son of the hereinabove named Grantor)

(hereinafter called the Grantees).

Witnesseth That the said Grantor for and in consideration of the sum of

\$ 560,000.00
lawful money of the United States of America, unto her well and truly paid by the said Grantees and at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns, as tenants by the entirety,

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 according to a Plan of Property of George Smith and wife made by Yerkes Engineering Company, Bryn Mawr, Pennsylvania, dated June 2nd, 1965 and last revised January 21, 1969 as follows, to wit:-

BEGINNING at a point on the Westerly side of Brandymede Place (60 feet wide) measured the four following courses and distances from the point formed by the intersection of the Southwesterly side of said Brandymede Place with the Northwesterly side of Wykhaven Road (60 feet wide): (1) extending from said point of intersection North 39 degrees 29 minutes West 95.06 feet to a point of curve; (2) on a line curving to the right having a radius of 910 feet, the arc distance of 119.41 feet to a point of tangent; (3) North 31 degrees 57 minutes 55 seconds West 213.49 feet to a point of curve; and (4) on a line curving to the right having a radius of 310 feet the arc distance of 189.04 feet to the point and place of beginning; thence extending from said beginning point South 87 degrees 49 minutes 3 seconds West 285.18 feet to a point; thence extending North 25 degrees 51 minutes 57 seconds West 81.93 feet to a point, a corner of land to be conveyed to Leonard Wiley; thence by said land the two following courses and distances: (1) North 64 degrees 8 minutes 3 seconds East 31.94 feet to an iron pin; and (2) North 13 degrees 31 minutes 40 seconds West 103.23 feet to a spike; thence North 63 degrees 19 minutes 10 seconds East 112.99 feet to a point; thence South 64



degrees 14 minutes 53 seconds East 268.74 feet to a point on the Westerly side of Brandymede Place aforesaid; thence extending along the same Southwardly on a line curving to the left having a radius of 310 feet the arc distance of 115 feet to the first mentioned point and place of beginning

BEING Lot #126 on said Plan.

BEING known and designated as Premises #528 Brandymede Place.

Being Folio #36-07-04235-00

BEING the same premises which George Lawton Smith and Helen N. Smith, his wife by Deed dated June 13, 1969 and recorded June 17, 1969 in Delaware County in Book 2341 Page 652 conveyed unto Louis X. Viggiano and Helen M. Viggiano, his wife, in fee.

AND the said Louis X. Viggiano died on July 25, 1991 whereupon title to the premises became vested in Helen M. Viggiano as surviving tenant by the entirety.

This is a conveyance from mother/mother-in-law to her son and daughter-in-law and is tax exempt.

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, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot(s) or piece(s) of ground above described 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, as tenants by the entirety.

And the said Grantor, for herself, her heirs, executors, administrators does by these presents, covenant, grant and agree, to and with the said Grantees, their heirs, and assigns, that she the said Grantor, her heirs, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantees, their heirs and assigns, against her the said Grantor, her heirs and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under her, them or any of them shall and will WARRANT and forever DEFEND.

DEED
PH104716JP

Grantor: HELEN M. VIGGIANO

TO

Grantees: MARK VIGGIANO and LISA VIGGIANO,
husband and wife

FOLIO NO.: 36-07-04235-00

PREMISES

528 Brandy Mede Place
Radnor Township
Delaware County, PA

MAIL TAX BILLS TO:

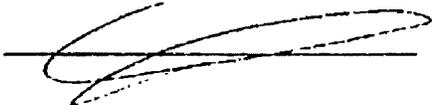
528 Brandy Mede Place
Rosemont, PA 19010

After Recording Return To:

LandAmerica/Commonwealth Land Title Insurance Company
1700 Market Street - Suite 2110
Philadelphia, PA
Attn.: Delivery Department

The address of the above named Grantee is:

528 Brandy Mede Rd
Rosemont Pa 19010

Certified by: 

DEPARTMENT OF REVENUE
 STATE OF DELAWARE
 DIVISION OF REVENUE
 100 N. MARKET STREET
 DOVER, DELAWARE 19901

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

Document Number	3204
Page Number	2039
Effective Date	6-14-04

Complete each section and file it (please with Return for Deeds when filed) the full valuation information is not set forth in the deed (2) when the deed is filed for recording, or the full information is not set forth in the deed (2) when the deed is filed for recording and if the transfer is subject to a lien (3) family relationship or (4) public utility exemption. If you require a worksheet, attach and mail sheets.

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: John M. Vignone, Controller and Treasurer
 Department: Revenue
 Address: 100 N. Market Street, 20th Floor, Philadelphia, Pa. 19103
 Phone: 215-237-1631

B TRANSFER DATA

Transferor Name	Transferee Name
<u>Helen M. Vignone</u>	<u>Mark Vignone and Jo Vignone</u>
Street Address	Street Address
<u>528 Brandywine Place</u>	<u>528 Brandywine Place</u>
City	City
<u>Rosemont Pa 19010</u>	<u>Rosemont, Pa 19010</u>

C PROPERTY LOCATION

County	City/Township	Parcel Number
<u>Philadelphia</u>	<u>Philadelphia</u>	<u>17-0421540</u>

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
<u>\$560,000.00</u>	<u>+ 0</u>	<u>\$560,000.00</u>
4. County Assessed Value	4. County Level Ratio Factor	5. Fair Market Value
<u>115,200.00</u>	<u>1.15</u>	<u>\$477,549.00</u>

E EXEMPTION DATA

10. Amount of Exemption Claimed	10. Percentage of Interest Exempt
<u>100%</u>	<u>100%</u>

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession _____ (Name of Decedent) _____ (Inheritance Tax Return File Number)
 - Transfer to Industrial Development Agency.
 - Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
 - Transfer between principal and agent. (Attach copy of agency/straw trust agreement) Tax paid prior deed \$ _____
 - Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolutions).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ Page Number _____
 - This is a deed transfer from parent to children, therefore transfer tax is exempt.

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Declarant	Date
<u>[Signature]</u>	<u>06/10/04</u>

In Witness Whereof, the said Grantor has caused these presents to be duly executed dated the day and year first above written.

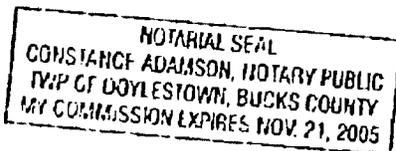
Sealed and Delivered
IN THE PRESENCE OF US

Helen M. Viggiano (SEAL)
Helen M. Viggiano

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Delaware)SS
)

On this, the 10th day of June, A.D 2004, before me, a notary public the undersigned officer, personally appeared HELEN M. VIGGIANO known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Constance Adamson
Notary Public

My Commission Expires: _____

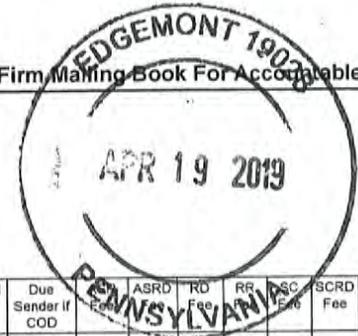


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John Smirgita
7 Village Circle
Newtown Sq Pa 19071

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 - Signature Confirmation Restricted Delivery

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1.	HENRY BARRY 467 BARCLAY ROAD ROSEMONT, PA 19010												
2.	MCCABE ANDERSON L & SANDRA K 478 BARCLAY RD ROSEMONT, PA 19010												
3.	MCMANIMEN GARY P & CLAIRE B 474 BARCLAY ROAD ROSEMONT, PA 19010												
4.	SPRING MILL REALTY CO 555 SPROUL RD												
5.	VILLANOVA, PA 19085												
6.													
7.													
8.													

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Total Number of Pieces Received at Post Office: 4

Postmaster, For (Name of receiving employee)
C. Dennis

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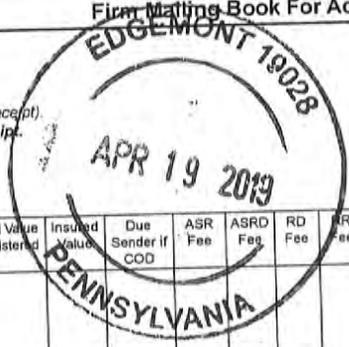


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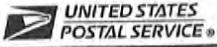
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	ABRUZZO JOHN AKA JOHN L & ABRUZZO ELAINE 465 ROLLING RD ROSEMONT, PA 19010													
	FARLEY KAREN 461 ROLLING RD ROSEMONT, PA 19010													
	ROGERS THOMAS A & ANDREA M 466 ROLLING RD ROSEMONT, PA 19010													
	MOUGHAN BETH 472 ROLLING RD ROSEMONT, PA 19010													
	DELUCA ROBERT A & HUFFMAN RITA P 476 ROLLING RD ROSEMONT, PA 19010													
	MOSES STEPHEN & SUSAN 478 ROLLING ROAD ROSEMONT, PA 19010													

Total Number of Pieces Listed by Sender: 7
Total Number of Pieces Received at Post Office: 7

C. Dennis
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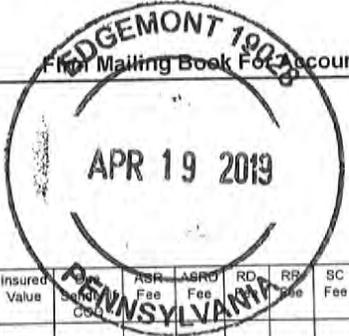


EDGEMONT 19025
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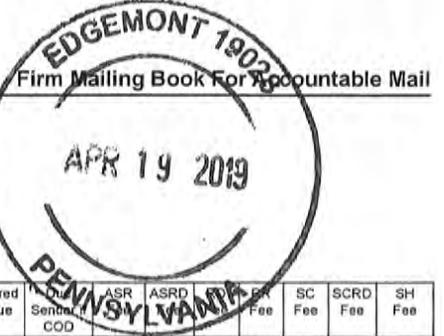
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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra se)	Handling Charge	Actual Value if Registered	Insured Value	ASR Fee	ASRD Fee	RD Fee	RF Fee	SC Fee	SCRD Fee	SH Fee
9013	FREY MATTHEW & PIRONTI DONNA 471 BARCLAY RD ROSEMONT, PA 19010												
1.	BOLLING JAY H 449 BOXWOOD RD ROSEMONT, PA 19010												
2.	FERRARA DOROTHY V 458 BOXWOOD LANE ROSEMONT, PA 19010												
3.	SAUTTER WILLIAM R & CLAIRE A 1274 FRITZ CIR HUNTINGDON VALLEY, PA 19006												
4.	465 BOXWOOD LLC 20 LOUELLA CT WAYNE, PA 19087												
5.	STRID ERIK O & KAREN L 459 BARCLAY RD ROSEMONT, PA 19010												
6.	FERRIS ROBERT 272 LAFAYETTE AVE CHATHAM, NJ 07928												
7.													
8.													

Total Number of Pieces Listed by Sender: 7
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C. Dennis



Name and Address of Sender
 John SMIRGA
 7 Village Circle
 Newtown Sq Pa
 19073

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 Certified Mail Return Receipt for Merchandise
 Certified Mail Restricted Delivery Signature Confirmation
 Collect on Delivery (COD) Insured Mail
 Insured Mail Signature Confirmation Restricted Delivery
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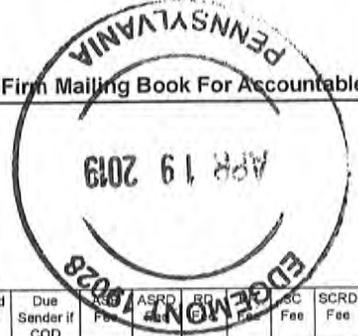
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1.	LUTHRA BHARAT 635 S ITHAN AVE BRYN MAWR, PA 19010												
2.	BASILE VITO P & ANNE 474 MARLBIDGE RD ROSEMONT, PA 19010												
3.	SADOCK JONATHAN M 478 MARLBIDGE RD ROSEMONT, PA 19010												
4.	KELLY KAREN SPENCER 461 WYLDHAVEN RD ROSEMONT, PA 19010												
5.	DURLOFSKY GREGG R 452 WYLDHAVEN RD ROSEMONT, PA 19010												
6.	PRIOR CHRISTOPHER P 460 WILDHAVEN ROAD ROSEMONT, PA 19010												
7.	PRIOR CHRISTOPHER P & GARANCE M 460 WYLDHAVEN RD ROSEMONT, PA 19010												
8.													

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C. Dennis



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John SMIRGIA
Village Circle
Newtown Sq Pa 19028

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

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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value If Registered	Insured Value	Due Sender if COD	ASPD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	SCHLAGMAN ADAM J & ETTERS CATHERINE 464 WYLDHAVEN RD ROSEMONT, PA 19010											
2.	ARIA PROPERTIES LLC 1150 FIRST AVE - SUITE 501 KING OF PRUSSIA, PA 19406											
3.	SCHMID JAMES A III & AMY D 472 WYLDHAVEN RD ROSEMONT, PA 19010							Adult Signature Required				
4.	WILDT BRIAN A & AMY B 478 WYLDHAVEN RD ROSEMONT, PA 19010							Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery
5.	EVANGELISTI VINCENT J 484 WYLDHAVEN RD ROSEMONT, PA 19010											Special Handling
6.	SYDNEY MATTHEW & AUDREY 539 BRANDYMEDE RD ROSEMONT, PA 19010											
7.	POSOFF RICHARD 535 BRANDYMEDE RD ROSEMONT, PA 19010											
8.												

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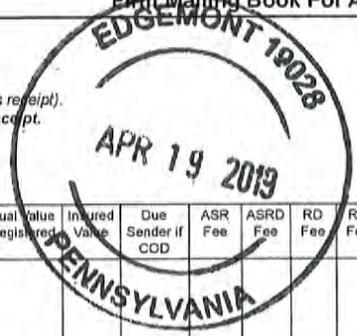


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John Smirga
7 Village Circle
Newtown Sq, Pa 19073

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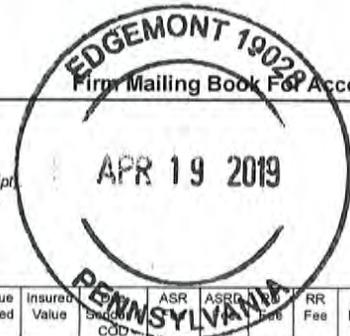
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra rice) te	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	YOO JUNG SUN & CHUNG KI PANH 531 BRANDYMEADE RD ROSEMONT, PA 19010													
2.	BERI ADITYA & CATHERINE E 527 BRANDYMEDE RD ROSEMONT, PA 19010													
3.	RILEY DONN C & DOROTHY 524 BRANDYMEDEPL ROSEMONT, PA 19010													
4.	VIGGIANO MARK & LISA 528 BRANDYMEDE RD ROSEMONT, PA 19010													
5.	MOHORIC EDWARD P & MARCIA J 532 BRANDYMEDE PLACE ROSEMONT, PA 19010													
6.	LASKY EUGENE M & ELLEN P 829 ANDERSON AVE DREXEL HILL, PA 19026													
7.	RAYER MICHAEL K & KIBELSTIS TERESA EILEEN 540 BRANDYMEDE RD ROSEMONT, PA 19010													
8.														

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*John S. M. RGA
2 Village Circle
Newtown Sp, Pa*

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1.	BASCONE WM D & ELEANOR D 515 S ITHAN AVE ROSEMONT PA 19010												
2.	MCDEVITT BRIAN 501 S ITHAN AVE ROSEMONT, PA 19010												
3.	MCDEVITT BRIAN TRUSTEE 325 SWEDE ST NORRISTOWN, PA 19401												
4.	COLONNA CHRISTINE A & MICHELE 487 ROLLING RD ROSEMONT, PA 19010												
5.	MANI KORAH T & SHOBBA 479 ROLLING RD ROSEMONT, PA 19010												
6.	WURMAN SCOTT & JILL 477 ROLLING RD ROSEMONT, PA 19010												
7.	HANSSENS CHRISTOPHER G & BETH C 473 ROLLING RD ROSEMONT, PA 19010												
8.	ROSEMONT, PA 19010												

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Name and Address of Sender
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 2 Village Circle
 Newtown Sp Pa 19073

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1.	HOLT DEWITT JR 490 WYLDHAVEN RD ROSEMONT, PA 19010													
2.	CARUSO RICHARD E TRUSTEE 105 MORGAN LN PLAINSBORO, NJ 08536													
3.	CRANE R THOMPSON 113 CUMBERLAND PL BRYN MAWR, PA 19010													
4.	MCNABB JOHN P JR & DOLORES 116 CUMBERLAND PLACE BRYN MAWR, PA 19010													
5.	ADENS DAVID & TASHUA 117 CUMBERLAND PL BRYN MAWR, PA 19010													
6.	BASCOMBE KAREN 525 S ITHAN AVE ROSEMONT, PA 19010													
7.	BASCOMBE RICHARD T 525 S ITHAN AVE ROSEMONT, PA 19010													
8.														

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RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Manager/Director of Finance

Date: June 5, 2019

Re: 360 Conestoga Road: Caucus – Final Land Development Plan

The application before the Commissioners, for caucus, regards the subdivision of 360 Conestoga Road into two lots.

Please find attached the detailed review letters and plan set.



*Excellence Delivered **As Promised***

Date: May 29, 2019

To: Stephen Norcini, P.E. – 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: 360 Conestoga Road
Melissa Rauscher– Applicant

Date Accepted: April 1, 2019

90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. These Plans were reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing to subdivide the existing lot into two separate lots. There are no changes to roadways, sanitary or storm sewers and no stormwater management systems are proposed.

360 Conestoga Road – Minor Subdivision Plan

Plans Prepared By: Edward B. Walsh & Associates, Inc.

Dated: 02/25/2019 and revised 04/09/2019

Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval is received from the PA DEP. The applicant has submitted an exemption to be executed by the Township Engineer.

Zoning

1. All zoning requirements related to the placement of structures will be verified at the grading permit review to ensure conformation with the requirements.

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.



Steve Norcini, Township Engineer
360 Conestoga Road
May 29, 2019

2. §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. Conestoga Road is a Major Collector. The right-of-way requirement is 80 feet and the cartway is 48 feet. The applicant is providing additional right-of-way and is shown as the ultimate right of way on the plan that will be dedicated in perpetuity to Penn Dot or Radnor Township.

General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded.
2. We note steep slopes along the frontage of Conestoga Road that will be disturbed to construct a driveway to access the proposed lot. No improvements are proposed at this time. Any future improvements are subject to further comments during the grading permit review.

The applicant appeared before the Planning Commission on May 6, 2019. The Planning Commission made a motion to approve the plans based on the applicant addressing staff comments, removing the hazardous tree and addressing the outstanding item on the title report. The Planning Commission approval was unanimous.

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: April 29, 2019

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

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
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Steve Norcini, Township Engineer
360 Conestoga Road
April 29, 2019

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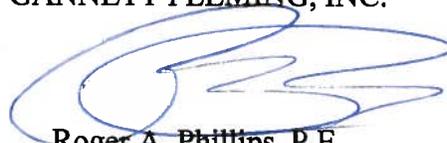
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If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.



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



MEMORANDUM

Date: April 29, 2019

To: Steve F. Norcini, P.E.
Radnor Township Engineer

From: Amy 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 Rice, Esq. – Grim, Biehn & Thatcher
Mary C. Eberle, - Grim, Biehn & Thatcher
Roger Phillips, P.E., Senior Associate, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie A. Salsbury, P.E., Gilmore & Associates, Inc.

Reference: 360 Conestoga Road Minor Subdivision Plan
Radnor Township Escrow No. 2019-SD-03
Transportation Review 2
Radnor Township, Delaware County, PA
G&A No. 19-03065

Gilmore & Associates, Inc. (G&A) has reviewed the Minor Subdivision Land Development submission prepared for Melissa L. Rauscher and offers the following comments for your consideration:

I. BACKGROUND

The subject property is a 1.62 acre parcel located at 360 Conestoga Road (S.R. 1019) in the R-2 Residential Zoning District . The Applicant intends on subdividing the parcel to create a two lot subdivision; Lot 1 will contain the existing house with additional improvements on 1.014 acre parcel using an existing driveway access to Conestoga Road (S. R. 1019), and Lot 2 will be sold as a separate lot on a 0.536 acre size and will require a new driveway access to Conestoga Road (S.R 1019).

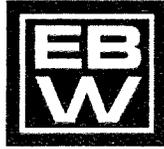
II. DOCUMENTS REVIEWED

1. Plan of Property of 360 Conestoga Road, Minor Subdivision Plan, prepared for Melissa L. Rauscher, prepared by Edward B. Walsh & Associates, Inc., dated October 17, 2018, lasted revised April 9, 2019, and consisting of one sheet.
2. Response Letter prepared by Edward B. Walsh & Associates, Inc., dated April 10, 2019.

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

1. §255-27.B(3)(c) and §255-27.C(1) – Conestoga Road is identified as a Major Collector and therefore requires an 80 feet Right-of-Way and 48 feet cartway width. The plan identifies a 40 feet half-width Right-of-Way on Conestoga Road and a 33 feet cartway width.
2. §255-27.A(8) – Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. Lot 2 will require a Highway Occupancy Permit for the eventual driveway to Conestoga Road (S.R. 1019); the Applicant has indicated agreement to include the Township on all correspondence with PennDOT when Lot 2 is developed.
3. §255-27.I(5) – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. The existing driveway for Lot 1 appears to include stone walls and vegetation located within the driveway sight lines. The Applicant has included the existing/available sight distance on the submitted plan; however, it appears the left sight lines may be deficient based on the posted speed limit and the roadway grade. We recommend the Applicant consider trimming vegetation along Conestoga Road to improve the left sight distance.
4. §255-37.A. – Sidewalks and pedestrian paths shall minimize pedestrian-vehicle conflict and shall be provided when required by the Board of Commissioners. There are no sidewalks along this section of Conestoga Road; however, the Radnor Trail runs along the rear of both lots.

Please contact this office if you have any questions or concerns related to this review.



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering Design / Consultation Services
Lionville Professional Center
125 Dowlin Forge Road
Exton, PA 19341

April 10, 2019

Patricia Kaufman
Gannett Fleming
P.O. Box 80794
Valley Forge, Pa. 19484

Dear Patricia;

We have revised the 360 Conestoga Road plans in accordance with the Gannett Fleming March 20, 2019 review letter the Gilmore & Associates March 18, 2019. The following letter is to accompany the revisions. This letter's enumeration follows that of your review letter.

Gannett Fleming Letter

Sewage Facilities Planning

1. We concur that Radnor Township will not issue final approval until we receive Planning Module approval. To that end the Planning Module exemption request has been submitted to Radnor Township.

Zoning

1. We concur as no structures or improvements are being proposed at this time.

Subdivision

1. A title report is in the process of being completed and we will provide that report upon our receipt. We initially asked for a waiver of that requirement but that waiver was not supported by the Planning Commission or the Township solicitor so the report will be provided.
2. A complete outline survey was performed by my office. We have added ties to the deeds and intersections. Additionally the course and distances for the 50 wide parcel excepted from the deed has been added to the plan.
3. No new structures or improvements are being proposed within this subdivision and continue to seek a waiver from the provision of providing existing conditions within 500' of the property. This waiver request was supported by the Planning Commission at their last meeting.
4. We have added the lane widths and paved width of Conestoga Road to the plans.

General

1. New deeds will be prepared and recorded at the Time of plan recording.
2. Commentary.

Gilmore & Associates

Subdivision

1. The paved cartway width and lane widths of Conestoga Road have been added to the plan.
2. We concur and we will copy Radnor Township on any correspondence with Penn DOT when an HOP permit is applied for.

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
Pennsylvania, New Jersey, Delaware, Maryland
610-903-0060 FAX 610-903-0080
www.ebwalshinc.com
Established 1985

April 10, 2019
360 Conestoga Road response letter

3. We have added the existing sight distance for the existing driveway to the plan. This is an existing condition that is not being modified.
4. Commentary.

I believe we have addressed all of your concerns within this submission. If you have any questions or need any additional information please contact me.

Very truly yours,
EDWARD B. WALSH & ASSOC., INC.

A handwritten signature in black ink, appearing to read "Andrew Eberwein". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Andrew Eberwein
Project Manager



DELAWARE COUNTY PLANNING COMMISSION

1055 E. Baltimore Pike

Media, PA 19063

Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

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LINDA F. HILL
DIRECTOR

April 18, 2019

Mr. Robert A. Zienkowski
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

RE: Name of Dev't: 360 Conestoga Road
DCPD File No.: 34-7436-19
Developer: Melissa L. Rauscher
Location: West side of Conestoga Road,
approximately 800' north of Church Road
Recv'd in DCPD: March 13, 2019

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on April 18, 2019, the Commission took action as shown in the recommendation of the attached review.

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

Very truly yours,

Linda F. Hill
Director

cc: Melissa L. Rauscher
Edward B. Walsh and Associates, Inc.



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

Date: April 18, 2019
File No.: 34-7436-19

PLAN TITLE: 360 Conestoga Road
DATE OF PLAN: February 25, 2019
OWNER OR AGENT: Melissa L. Rauscher
LOCATION: West side of Conestoga Road,
approximately 800' north of Church
Road
MUNICIPALITY: Radnor Township
TYPE OF REVIEW: Subdivision
ZONING DISTRICT: R-2
SUBDIVISION ORDINANCE: Local
PROPOSAL: Subdivide 1.620 acres into two lots
UTILITIES: Public
RECOMMENDATIONS: Approval, with consideration given
to staff comments
STAFF REVIEW BY: Michael A. Leventry
REMARKS:

CURRENT PROPOSAL

The applicant proposes to subdivide one parcel into two, retaining an existing single-family detached dwelling on the first and creating a second parcel for future development.



Date: April 18, 2019
File No.: 34-7436-19

REMARKS (continued):

SITE CHARACTERISTICS

The site is located in a neighborhood comprised of single-family detached dwellings. The site has steep slopes along its frontage.

APPLICABLE ZONING

The proposal is located within the R-2 district and is subject to applicable regulations set forth in the Township zoning code.

STEEP SLOPES

The Township Engineer should review the proposal for compliance with Section 280-112 pertaining to steep slopes. Consideration should be given to moving the existing curb cut easterly on Lot 1 in an area that does not impact slopes and sharing the new curb cut between the two parcels.

HIGHWAY OCCUPANCY PERMIT

In accordance with Section 508(6) of the Pennsylvania Municipalities Planning Code, the Township Engineer should confirm if the plan will need a highway occupancy permit(s) for access onto Conestoga Road (S.R. 1019).

SEWAGE FACILITIES

The developer should contact the Pennsylvania Department of Environmental Protection regarding the need for sewage facilities planning approval.

The Township should confirm receipt of any necessary Pennsylvania Department of Environmental Protection planning approval prior to final approval.

Date: April 18, 2019
File No.: 34-7436-19

REMARKS (continued):

STORMWATER MANAGEMENT

The Township Engineer must verify the adequacy of all proposed stormwater management facilities.

HISTORIC SIGNIFICANCE

The proposed activity of subdividing the site into two lots will have no effect, but it is hoped that subsequent development of the other lot will retain the overall historic character of the area.

RECORDING

In accordance with Section 513(a) of the Pennsylvania Municipalities Planning Code (MPC), final plans must be recorded within ninety (90) days of municipal approval.



DELAWARE COUNTY PLANNING DEPARTMENT

1055 E. Baltimore Pike

Media, PA 19063

Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

COUNCIL

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LINDA F. HILL
DIRECTOR

March 28, 2019

Mr. Robert A. Zienkowski
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

RE: Title: 360 Conestoga Road
Applicant(s): Melissa L. Rauscher
File Number: 34-7436-19
Meeting Date: 04/18/2019
Municipality: Radnor Township
Location: West side of Conestoga Road, approximately 800'
north of Church Road
Received: 03/13/2019

Dear Mr. Zienkowski,

This is to acknowledge receipt of the above referenced application for review and report. The Commission has tentatively scheduled consideration of the application for its public meeting on the date shown above at 4:00 p.m. in the Government Center Building, (Room 100), Court House Complex, Media, PA. Attendance is not required but is welcomed. If you have any questions concerning this matter, please contact Michael Leventry at (610) 891-5215.

NOTE: In order to avoid processing delays, the DCPD file number shown above MUST be provided in any transactions with the county regarding this or future applications related to this location.

Very truly yours,

Linda F. Hill
Director

cc: Melissa L. Rauscher
Edward B. Walsh and Associates, Inc.



From: Bill Filip <wfilip@delanceyllc.com>
Sent: Monday, April 01, 2019 2:24 PM
To: Steve Norcini <snorcini@radnor.org>
Cc: Bill Filip <wfilip@delanceyllc.com>
Subject: 360 Conestoga Road Meeting Tonight

To: Steve Norcini, Township Engineer

From: William Filip, 362 Conestoga Road, Wayne PA 19087

Re: Development of 360 Conestoga Road, Wayne PA 19087

Hi Steve,

You may recall we talked briefly last week about the development my neighbor's adjacent property at 360 Conestoga Road. I live on the adjacent property at 362 Conestoga Road (sharing a property line).

Unfortunately I cannot attend tonight's meeting as I am out of town on business.

I have no problem with my neighbor responsibly developing the lot – it's their property. Obviously, I hope the development is in a high quality manner consistent with the neighborhood. However, I do have a number of serious concerns.

My biggest concern is the impact this development would have on an already bad **water runoff management problem**. The grading of the property alongside my property line is at times nearly vertical by several feet (from the old clay tennis court level, down to my property is extreme). However the entire length of the property line has extreme grading and water intensely migrates to my property in heavy rain.

We already have very significant water drainage issue from that property to mine, and I am concerned about this initiative worsening it. Can a water runoff analysis be one and recommendation made on how to handle the water in order to avoid further water issues?

Again, I cannot over emphasize that "as is" there is a big problem, and I am concerned that any future development would make an already bad situation much worse. Worse in terms of water runoff flooding my property (foundation/basement/garage) as well as water flooding the Conestoga Road at this busy intersection (which has happened).

Second, I would like to specifically understand the exact lot line as I have done a log of landscaping to improve the appearance between the properties and if these hedges are not on my property, I would like the right to either let them remain there (preference) or move them to if necessary to adjust to the property line. It is impossible to tell where the property line is at this point.

Third, before any construction begins I would like the massive dead tree (huge huge dead tree) on the property cut down or cut lower, as it could fall on to my house and cause massive damage. The tree is completely dead and is HUGE. The tree poses a high risk to my house and

possibly could hit cars on Conestoga Road. So I would not want any machinery on the site that could enhance the risk of the tree falling. The tree needs to be taken down anyway and poses a big risk.

I return from the west coast Thursday April 4th and can be reached at 610-888-3865 to clarify any of the above.

Regards,

Bill Filip
362 Conestoga Road
Wayne PA 19087
Cell 610-888-3865

William J. Filip | Managing Director
DELANCEY STREET PARTNERS
484.533.6312 (o) | 610.888.3865 (m)
wfilip@delanceyllc.com
300 Barr Harbor Drive | Suite 420
West Conshohocken, PA 19428
www.delanceystreetpartners.com

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*Excellence Delivered **As Promised***

Date: March 20, 2019

To: Stephen Norcini, P.E. – 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: 360 Conestoga Road
Melissa Rauscher– Applicant

Date Accepted: April 1, 2019

90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. These Plans were reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing to subdivide the existing lot into two separate lots. There are no changes to roadways, sanitary or storm sewers and no other changes from the originally approved land development plans or stormwater management systems are proposed.

360 Conestoga Road – Minor Subdivision Plan

Plans Prepared By: Edward B. Walsh & Associates, Inc.

Dated: 02/25/2019

Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval is received from the PA DEP. The applicant has submitted an exemption to be executed by the Township Engineer.

Zoning

1. All zoning requirements related to the placement of structures will be verified at the grading permit review to ensure conformation with the requirements.

Subdivision and Land Development

1. 255-18-B. – A title report, including but not limited to a list of all encumbrances and, if appearing of record, the book and page numbers must be submitted. The applicant is requesting a waiver from this requirement.



2. §255.20.B(1)(j) – A complete outline survey of the property to be subdivided or developed, showing all courses, distances, tie-ins to all adjacent intersections, and areas must be shown on the plans. Courses and distances must be shown on the plan for the 50 foot wide parcel that is referred to on the deed as excepting thereout and therefrom.
3. 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.
4. §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. Conestoga Road is a Major Collector. The right-of-way requirement is 80 feet and the cartway is 48 feet. The applicant has labeled the 40 feet half-width on Conestoga road, but not the cartway. This must clearly be labeled on the right-of-way on the plans.

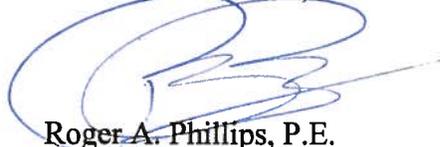
General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded.
2. We note steep slopes along the frontage of Conestoga Road that will be disturbed to construct a driveway to access the proposed lot. No improvements are proposed at this time. Any future improvements are subject to further comments during the grading permit review.

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: March 18, 2019

To: Steve F. Norcini, P.E.
Radnor Township Engineer

From: Amy 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 Rice, Esq. – Grim, Biehn & Thatcher
Mary C. Eberle, - Grim, Biehn & Thatcher
Roger Phillips, P.E., Senior Associate, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie A. Salsbury, P.E., Gilmore & Associates, Inc.

Reference: 360 Conestoga Road Minor Subdivision Plan
Radnor Township Escrow No. 2019-SD-03
Transportation Review 1
Radnor Township, Delaware County, PA
G&A No. 19-03065

Gilmore & Associates, Inc. (G&A) has reviewed the Minor Subdivision Land Development submission prepared for Melissa L. Rauscher and offers the following comments for your consideration:

I. BACKGROUND

The subject property is a 1.684 acre parcel located at 360 Conestoga Road (S.R. 1019) in the R-2 Residential Zoning District . The Applicant intends on subdividing the parcel to create a two lot subdivision; Lot 1 will contain the existing house with additional improvements on 1.014 acre parcel using an existing driveway access to Conestoga Road (S. R. 1019), and Lot 2 will be sold as a separate lot on a 0.536 acre size and will require a new driveway access to Conestoga Road (S.R 1019).

II. DOCUMENTS REVIEWED

Plan of Property of 360 Conestoga Road, Minor Subdivision Plan, prepared for Melissa L. Rauscher, prepared by Edward B. Walsh & Associates, Inc., dated February 25, 2019, and consisting of one sheet.

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

1. §255-27.B(3)(c) and §255-27.C(1) – Conestoga Road is identified as a Major Collector and therefore requires an 80 feet Right-of-Way and 48 feet cartway width.

The plan identifies a 40 feet half-width Right-of-Way on Conestoga Road and an undefined cartway width. The plan shall be revised to identify the cartway width and verify compliance with this section of the ordinance or request a waiver.

2. §255-27.A(8) – Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. Lot 2 will require a Highway Occupancy Permit for the eventual driveway to Conestoga Road (S.R. 1019); the Applicant will be required to include the Township on all correspondence with PennDOT.
3. §255-27.I(5) – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. The existing driveway for Lot 1 appears to include stone walls and vegetation located within the driveway sight lines. Verify adequate sight distance is available for the existing driveway as required under Pennsylvania Code Title 67 *Transportation*, §441.8(h) *Sight distance*.
4. §255-37.A. – Sidewalks and pedestrian paths shall minimize pedestrian-vehicle conflict and shall be provided when required by the Board of Commissioners. There are no sidewalks along this section of Conestoga Road; however, the Radnor Trail runs along the rear of both lots.

Please contact this office if you have any questions or concerns related to this review.



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering Design / Consultation Services
Lionville Professional Center
125 Dowlin Forge Road
Exton, PA 19341

March 26, 2019

Radnor Township Commissioners
301 Iven Avenue
Wayne, Pa. 19087

Dear Township Commissioners

Edward B. Walsh and Associates, Inc. authorized by and acting as agents for Mrs. Melissa Rauscher is respectfully requesting a waiver from Section 225.18-B of the Township Subdivision and Land Development Ordinance. Said section requires a title report to be submitted with an application for subdivision. My client has submitted a minor subdivision application for her property at 360 Conestoga Road. The reason for our request is that Mrs. Rauscher has owned and lived at the property since 1996 and no easements or encumbrances existed when she purchased the property and none have been established on the property for the 23 years that she has lived there.

Based on the above we respectfully request a waiver from the ordinance to not require a Title report.

Thank you for you consideration of this request.

Very truly yours,
EDWARD B. WALSH & ASSOC., INC.


Andrew Eberwein
Project Manager
Cc Mrs. Melissa Rauscher

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WWW.RADNOR.COM

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property 360 Conestoga Road

Zoning District B-2

Application No. _____
(Twp. Use)

Fee \$ 1500.00

Ward No. 6

Is property in HARB District No

Applicant: (Choose one) Owner X

Equitable Owner _____

Name Melissa L. Rauscher

Address 360 Conestoga Rd. Wayne, Pa. 19087

Telephone _____ Fax _____ Cell 917-608-1584

Email mludwig.rauscher@gmail.com

Designer: (Choose one) Engineer X

Surveyor _____

Name Edward B. Walsh and Associates Inc.

Address 125 Dowlin Forge Rd. Exton, Pa. 19341

Telephone 610-903-0029 Fax 610-903-0080

Email andyee@ebwalshinc.com

Area of property 70,610 S.F.

Area of disturbance ±23,000 S.F.

Number of proposed buildings 1

Proposed use of property Res. Subdivision / Home

Number of proposed lots 2 total (1 new)

Plan Status: Sketch Plan _____ Preliminary _____ Final _____ Revised _____
Are there any requirements of Chapter 255 (SALDO) that are not in compliance with?

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

N/A

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

None

Individual/Corporation/Partnership Name

Melissa L. Rauscher

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

Melissa L. Rauscher

Print Name

Melissa Louise Rauscher

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

NOTE:

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

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPLICANT

Name Melissa L. Rauscher E-mail mludwig.rauscher@gmail.com

Address 360 Conestoga Road Wayne, Pa. 19087 Phone 917-608-1684

Name of Development 360 Conestoga Road

Municipality Radnor Township

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm Edward. b. Walsh and Associates, Inc. Phone 610-903-0029

Address 125 Dowlin forge Road Exton, Pa, 19341

Contact Andrew Eberwein E-mail andye@ebwalshinc.com

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

Zoning District R-2 residential

Tax Map # 38 / 21 / 215

Tax Folio # 36 / 03 / 01622 / 00

STATEMENT OF INTENT

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

The property is currently used for one house, driveway, garage and pool.

The proposed use is for two lots. One will contain the exiting house and the other will be sold for a new house.

Total Site Area 1.62 Acres
Size of All Existing Buildings 3146 Square Feet
Size of All Proposed Buildings n/a Square Feet
Size of Buildings to be Demolished n/a Square Feet

Melissa I. Rauscher
Print Developer's Name

Melissa I. Rauscher
Developer's Signature

MUNICIPAL SECTION

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting

Local Governing Body Regular Meeting

Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:

Actual Date Needed _____

IMPORTANT: If previously submitted, show assigned DCPD File # _____

Print Name and Title of Designated Municipal Official

Phone Number

Official's Signature

Date

FOR DCPD USE ONLY

Review Fee: Check # _____ Amount \$ _____ Date Received _____

Applications with original signatures must be submitted to DCPD.

This Indenture Made the

35th day of January (1946) in the year of our Lord
one thousand nine hundred and

Between

WILLIAM L. GRALA, Trustee of the William L. Grala Revocable Trust and BABBETTE L. GRALA, Trustee of the Babetta L. Grala Revocable Trust

(hereinafter called the Grantors)

AND

FRANK J. RAUSCHER, III and MELISSA L. RAUSCHER, Husband and Wife

(hereinafter called the Grantees)

of the other part, **Witnesseth**, That the said Grantors

for and in consideration of the sum of FOUR HUNDRED SEVENTY THOUSAND
lawful money of the United States of America, unto them well and truly paid by the said
Grantees
at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enjoyed, released and confirmed and by these presents do

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

and assigns,

ALL THAT CERTAIN lot or piece of land, Hereditaments and Appurtenances, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, consisting of 4 lots shown on the Plan of property of Richard H. Watson's Estate made by Franklin and Company, dated April 29, 1912 and described according to a survey by said Franklin and Company, made April 25, 1921 as follows, to wit:

BEGINNING at a stake near the Southwesterly side of Conestoga of Old Lancaster Road, 408.78 feet Southeastwardly measured along the property line from a stone in the middle of Brook Road; thence extending along said property line and near said side of said Conestoga Road, South 50 degrees, 30 minutes 20 seconds East 400 feet to a stake within said road; thence South 39 degrees 29 minutes 40 seconds West 206.68 feet to the Northeastery right of way line of the Philadelphia and Western Railway; thence along said right of way line, North 53 degrees 49 minutes 20 seconds West 66.2 feet to a sign and North 50 degrees 9 minutes 20 seconds West 333.92 feet to a corner of land of Edward T. Alexander and Helen S., his wife and thence by the latter land, North 39 degrees 29 minutes, 40 seconds East 208.64 feet to the place of beginning.

E.O.C. = 0.17'

EXCEPTING THEREOUT AND THEREFROM premises conveyed by George M. Smith and wife to Helen S. Alexander, wife of Edward T. Alexander by Deed dated June 3, 1921 and recorded in Deed Book

2019-S-03

501 at Page 192, and described as follows: ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake near the Southwesterly side of Conestoga Road or Old Lancaster Road 408.78 feet Southeastwardly measured along the property line from a stone in the middle of Brook Road; thence extending along said property line and near said side of said Conestoga Road, South 50 degrees 30 minutes 20 seconds East 50 feet; thence by other land of the grantors, South 39 degrees, 29 minutes, 40 seconds West 288-945 feet to the Northeastly right of way line of the Philadelphia and Western Railway; thence along said right of way line, North 50 degrees 9 minutes 20 seconds West 50 feet to a corner of land of Edward T. Alexander and Helen S., his wife and thence by the latter land, North 39 degrees, 29 minutes 40 seconds East 208.64 feet to the place of beginning.

TOGETHER with all the right, title and interest of the Grantors, of, in and to so much land as lies between and in front of the property line above described and the Southwesterly side of Conestoga Road as at present located and opened on the ground.

BEING the same premises which William L. Grala, Jr. and Babette L. Grala, by Indenture dated 9/5/1995 and recorded in the Office of the Recorder of Deeds of Delaware County in Volume 1407 page 1647, granted and conveyed unto William L. Grala, Trustee of the William L. Grala Revocable Trust dated 8/9/1995 and Babette L. Grala, Trustee of the Babette L. Grala Revocable Trust dated 8/9/1995, in fee.

BEING FOLIO NO. 36-03-01622-00.

TAX 4,700.00
7,050.00

RADNOR TWP RTT	7050.00
PA TRANS TAX	4700.00
TOTAL	11750.00
CHECK	4700.00
COMMONWEALTH OF PENNSYLVANIA	
DEPARTMENT OF REVENUE	
REALTY TRANSFER TAX	
82 CHECK	4700.00
33CL 0972 02-06-96 171335TR	7050.00
CHECK	
ITEM 2	
02-06-96 TUE 02	HELEN 0972 171335TR

202.851

216:001

Together with all and singular buildings, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said Grantors *in law, equity,*
or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground 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, their executors, administrators, successors

covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they the said Grantors have

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

In Witness Whereof, the said Grantors have hereunto set their hands and seals, the day and year aforesaid.

SEALED AND DELIVERED
IN THE PRESENCE OF ME:

Robert Grant

William L. Grala (SEAL)
WILLIAM L. GRALA, Trustee of the
William L. Grala Revocable Trust

Babette L. Grala (SEAL)
BABETTE L. GRALA, Trustee of the
Babette L. Grala Revocable Trust

Received, the day of the date of the above indenture, of the within named Grantee

On this, the 31st day of January 1976, before me

, the undersigned officer, personally appeared WILLIAM L. GRALA, Trustee of the William L. Grala Revocable Trust and BABBETTE L. GRALA, Trustee of the Babbette L. Grala Revocable Trust of [State], known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledge d that they executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL
APRILENE A. TUNOLO, Notary Public
Rednor Township, Delaware County
My Commission Expires March 16, 1987

Grala Seal

On this, the [] day of [] 19 [], before me, the undersigned officer, personally appeared [] who acknowledged himself (herself) to be the [] a corporation, and that he as such [] being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as

In Witness Whereof, I hereunto set my hand and official seal.

The address of the within named Grantee is 360 Conestoga Rd
Rednor Pa 19087
[Signature] of the Grantee

Annex 25000113

96FEB -6 AM 11:25

TA 44
0112113

WILLIAM L. GRALA, Trustee for the William L. Grala Revocable Trust and BABBETTE L. GRALA, Trustee for the Babbette L. Grala Revocable Trust

TO

FRANK J. RAUSCHER, III and MELISSA L. RAUSCHER, Husband and Wife

Folio No. 36-03-01622-00

1991 John C. Clark Company, Philadelphia 7721

Premises: 360 Conestoga Road Rednor Township Delaware County, PA

RECORDER OF DEEDS
DELAWARE CO., PA

006346

Recorded in the office for the recording of deeds in and for

In Deed Book No. page &c.

Witness my hand and seal of Office this day of

Annex Domical 19

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Frank X. Bennett, Esq.
150 East Swedesford Road
Wayne, Pennsylvania 19087
(610) 688-7985

Issuing Office:
ALTA® Universal ID:
Loan ID Number:
Commitment Number: FXB MISC-RAUSCHER
Issuing Office File Number:
Property Address:
Revision Number:

1. Commitment Date: February 19, 2019

2. Policy to be issued: Proposed Policy Amount

(a) 2006 ALTA Owner's Policy Proposed Insured: \$

(b) 2006 ALTA Loan Policy Proposed Insured: \$

(c) (Additional Policy Option) Proposed Insured: _____

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Frank J. Rauscher, III and Melissa L. Rauscher, also known as Melissa Ludwig, husband and wife

5. The Land is described as follows:

See attached Schedule A, Page 2: "Exhibit A – Legal Description"

360 Conestoga Road
Radnor Township
Delaware County, State of Pennsylvania

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

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File No.: _____

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 8

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit A – Legal Description

ALL THAT CERTAIN lot or piece of ground, Hereditaments and Appurtenances, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, consisting of 4 lots shown on the Plan of Property of Richard H. Watson's Estate made by Franklin and Company, dated April 29, 1912 and described according to a Survey by said Franklin and Company, made April 25, 1921, as follows, to wit:

BEGINNING at a stake near the Southwesterly side of Conestoga Road or Old Lancaster Road 408.78 feet Southeastwardly measured along the property line from a stone in the middle of Brook Road; thence extending along said property line and near said side of said Conestoga Road, South 50 degrees, 30 minutes, 20 seconds East, 400 feet to a stake within said Road; thence South 39 degrees, 29 minutes, 40 seconds West, 206.68 feet to the Northeasterly Right-of-Way Line of the Philadelphia and Western Railway; thence along said Right-of-Way Line, North 53 degrees, 49 minutes, 20 seconds West, 66.2 feet to a stone; and North 50 degrees, 9 minutes, 20 seconds West, 333.92 feet to a corner of land now or late of Edward T. Alexander and Helen S., husband and wife; and thence by the latter land, North 39 degrees, 29 minutes, 40 seconds East, 208.64 feet to the place of beginning.

EXCEPTING THEREOUT AND THEREFROM Premises conveyed by George M. Smith and wife to Helen S. Alexander, wife of Edward T. Alexander by Deed dated June 3, 1921 and recorded in Deed Book 501 page 192, and described as follows:

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

BEGINNING at a stake near the Southwesterly side of Conestoga Road or Old Lancaster Road 408.78 feet Southeastwardly measured along the property line from a stone in the middle of Brook Road; thence extending along said property line and near said side of said Conestoga Road, South 50 degrees, 30 minutes, 20 seconds East, 50 feet; thence by other land now or late of the Grantors, South 39 degrees, 29 minutes, 40 seconds West, 208.945 feet to the Northeasterly Right-of-Way Line of the Philadelphia and Western Railway; thence along said Right-of-Way Line, North 50 degrees, 9 minutes, 20 seconds West, 50 feet to a corner of land now or late of Edward T. Alexander and Helen S., husband and wife; and thence by the latter land, North 39 degrees, 29 minutes, 40 seconds East, 208.64 feet to the place of beginning.

TOGETHER with all the right, title and interest of the Grantors, of, in and to such much land as lies between and in front of the property line above described and the Southwesterly side of Conestoga Road as at presented located and opened on the ground.

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

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ALTA Commitment For Title Insurance 8-1-16

Page 2 of 8

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit A – Legal Description

BEING the same premises which William L. Grala, Trustee of the William L. Grala Revocable Trust and Babette L. Grala, Trustee of the Babette L. Grala Revocable Trust, by Indenture bearing date the 31st day of January, A.D. 1996 and recorded the 6th day of February, A.D. 1996 in the Office of the Recorder of Deeds, in and for the County of Delaware, aforesaid, in Volume 1440 page 2110, granted and conveyed unto Frank J. Rauscher, III and Melissa L. Rauscher, husband and wife, in fee.

AND THE SAID Melissa L. Rauscher is also known as Melissa Ludwig.

UNDER AND SUBJECT to restrictions of record.

BEING FOLIO NUMBER 36-03-01622-00.

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ALTA Commitment For Title Insurance 8-1-16

Page 3 of 8

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No. FXB MISC-RAUSCHER

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Payment of all taxes, charges or assessments levied and assessed against the subject premises, which are due and payable.
5. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid and/or have released of record all liens or notices of intent to perfect a lien for labor or materials.
6. Disclosure of any unrecorded leases or rights of parties in possession.
7. Proof of identity, legal age, competency of Grantors/Mortgagors and marital status (including deaths and divorces) affecting any individual Grantors/Mortgagors, herein.
8. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
9. Proof to be provided that grantor/mortgagor holding record title has not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this commitment/binder. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added.
10. Provide Municipal/Township, County and School tax receipts for the current and prior three years.
11. Provide WATER AND SEWER RENTS RECEIPTS for the current and prior three years.
Parcel Identification Number: 36-03-01622-00
ASSESSMENT VALUE: \$514,390.00
12. LIEN LETTER must be furnished from the Municipality and/or Municipal Authority showing that there are no unfiled municipal liens, claims, or required tap-in fees.

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ALTA Commitment For Title Insurance 8-1-16

Page 1 of 8

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

13. OWNER'S AND/OR BUYER'S AFFIDAVIT on this Company's form to be executed and submitted to this Company.
14. Proof that there are no overdue SUPPORT obligations of record with the Department of Public Welfare or the Domestic Relations Section of the Family Court Division of Delaware County, of the parties to this transaction, up through the date of recording of the instruments to be insured.
15. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not SPECIALLY DESIGNATED NATIONALS subject to the provisions of President's Executive Order Targeting Terrorist Assets..
16. CONVEYANCES ONLY: TO BE PRODUCED: Social Security Number(s) or Tax Identification Number(s), along with future address(s) of the seller(s) must be furnished to comply with reporting requirements of the IRS.
17. NEW CONSTRUCTION involving all commercial properties or residential properties the value of which will be \$1 million or over: Proof by must be provided by affidavit that any mortgage will be one of the following:
 - a. a purchase money mortgage as defined by 42 PaC.S. §8141(1)
 - b. an open-end construction loan as defined by 42 PaC.S. §8143(f) the proceeds of which must be used only to pay for the purchase of the insured property or to pay for the cost of construction of the improvement on the insured property and nothing else
 - c. the mortgage is recorded prior to the first visible commencement of work.
18. Satisfaction, release, or subordination of the following MORTGAGES:
 - a. \$381,500.00; Melissa L. Rauscher and Frank J. Rauscher, III to PNC Bank, National Association, dated April 14, 2003 and recorded June 4, 2003 in Record Book 2798 page 49.
 - b. \$150,000.00 (OPEN-END MORTGAGE); Melissa Ludwig, also known as Melissa L. Rauscher, and Frank J. Rauscher, III to PNC Bank, National Association, dated April 14, 2003 and recorded June 19, 2003 in Record Book 2816 page 101.

NOTE: If the above mortgage(s) appears to secure a revolving line of credit it must be either satisfied of record or (only in the case of a refinance) subordinated to the lien of the insured mortgage. If you pay this mortgage off in connection with this closing, it is imperative to request that the lender satisfy the mortgage of record and to not permit the borrower to make additional draws on this line of credit. This request must be sent certified mail, return receipt requested.

19. Satisfaction, release, or subordination of the following:
 - a. JUDGMENTS:
None.
 - b. FEDERAL LIENS:
None.
 - c. MECHANICS, MUNICIPAL CLAIMS AND REAL ESTATE TAX LIENS:
None.

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ALTA Commitment For Title Insurance 8-1-16

Page 2 of 8

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- d. BANKRUPTCIES:
None.
- e. FINANCING STATEMENTS:
None.

20. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records:

- a. DEED in the original principal amount of \$ _____
FROM: Frank J. Rauscher, III and Melissa L. Rauscher, also known as Melissa Ludwig, husband and wife
TO: _____
- b. MORTGAGE in the original principal amount of \$ _____
FROM: _____
TO: _____

Corporate deeds/mortgages must be executed pursuant to proper corporate authority, and the Company must be furnished with copies of Board resolutions authorizing the execution of such documents.

- 21. Certification required as to stormwater management for Radnor Township.
- 22. Name(s) of Purchaser(s) to be disclosed and additional searches made, and possible additional objections added hereto.
- 23. Please be advised that we have no knowledge, training or experience in matters that are unrelated to abstracting titles, conveyancing, or title insurance, including such matters as zoning/subdivision, structural repairs, environmental, water infiltration, wetlands, termites or onsite sewage systems, and we do not intend to, and cannot, provide services or advice to you on such matters. If you are faced with issues regarding such matters, you should consult a lawyer, engineer, architect or other appropriate consultant of your choice.

NOTICE: Please be aware that due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

THE COMPANY MAY MAKE OTHER REQUIREMENTS OR EXCEPTIONS UPON ITS REVIEW OF THE DOCUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED OR OTHERWISE ASCERTAINING DETAILS OF THE TRANSACTION.

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ALTA Commitment For Title Insurance 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: FXB MISC-RAUSCHER

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

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

1. Any defects, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met .
2. Discrepancies or conflicts in boundary lines, easements, encroachments, or area content which a satisfactory survey would disclose.
3. Any lien, or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
4. Rights or claims of parties in possession or under agreements of sale not shown by public records.
5. Taxes or special assessments which are not shown on the public record.
6. Possible additional tax assessments for new construction and or major improvements.
7. Any reservation, restriction, limitations, conditions or agreements set forth in the instrument by which title is vested in the insured.
8. Excepting and reserving that portion of the premises lying in and along the roadbed(s); subject to public and private rights thereon.
9. Company assumes no liability for the possible designation of the premises insured hereunder as a Wetlands Area by any governmental agency.
10. Subject to any line rights of way including electric line, telephone line, cable line, water and sewer line rights of way in use and existing in, on, or under the ground and all rights in relation thereto.
11. Amount and computation of area or acreage is not insured.
12. Any lease, grant, exception or reservation of oil or gas rights, storage rights, or minerals or mineral rights appearing in the Public Records.

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ALTA Commitment For Title Insurance 8-1-16

Page 1 of 8

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

13. Restrictions as in Deed Book 544 page 296, but omitting any restrictions based on race, color, religion, sex, handicap, familial status, or national origin.
14. Premises in Question is bounded on the rear by the right of way of the Philadelphia and Western Railway Company; rights of said Railroad Company, including the right to elevate or depress its tracks.

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File No.: _____

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 8



Name and Address of Sender

Asst. Sec
300 Conestoga Road
Wayne Pa 19087

Check type of mail or service

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

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

1. OSWALD WILLIAM G & LINDALEE V
710 CHESWALD CT
WAYNE, PA 19087

2. BATT GEOFFREY
15 KINTERRA RD
WAYNE, PA 19087

3. KULP CHRISTOPHER M & MARNIE B
12 KINTERRA RD
WAYNE, PA 19087

4. TORG JOSEPH S
401 CONESTOGA RD
ST DAVIDS, PA 19087

5. HUBLEY ROBERT D
421 CONESTOGA RD
WAYNE, PA 19087

6. BERLAND JEAN CHRISTOPHER & LAURA
410 CONESTOGA RD
WAYNE, PA 19087

7. KATHOL ROBERT F JR & MELISSA H
404 CONESTOGA RD
WAYNE, PA 19087

8. FILIP WILLIAM J
362 CONESTOGA RD
WAYNE, PA 19087

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



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

Handling Charge - If Re

\$50,000 in value



U.S. POSTAGE PAID
WAYNE, PA
19087
MAR 18 19
AMOUNT
\$3.28
R2304H108037-13

RECEIVED
MAR 18 2019
RADNOR TOWNSHIP
ENGINEERING DEPARTMENT

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877, January 2017 (Page 1 of 2)

PSN 7530-02-000-9098

Complete in Ink

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Firm Mailing Book For Accountable Mail

*Paula Chel
300 Lanestry Road
Wayne Pa 19087*

Name and Address of Sender

Check type of mail or service

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

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

Postage

(Extra Service) Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

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



1.	BROWN GREGORY L 441 IVEN AVE WAYNE, PA 19087																			
2.	HARRINGTON WALTER & JANE 218 PEMBROKE AVE WAYNE, PA 19087																			
3.	DOROSKI KENNETH & FASTIGGI DAWN 210 PEMBROKE AVE WAYNE, PA 19087		0.000 in value																	
4.	TAYLOR ANNE M & J REED 439 LOUELLA AVE WAYNE, PA 19087																			
5.	PERRIN LYNNSEY A 214 ORCHARD WAY WAYNE, PA 19087																			
6.	MILNER BYRON L & KATHLEEN R 296 S ABERDEEN AVE WAYNE, PA 19087																			
7.	RYAN STEPHEN K & JANET W 517 LOUELLA AVE WAYNE, PA 19087																			
8.	HEYDON LLC 12 S VALLEY ROAD PAOLI, PA 19301																			



U.S. POSTAGE PAID
WAYNE PA 19087
MAR 18 2019
AMOUNT
\$3.28
R2304H108037-13

Total Number of Pieces Listed by Sender: 8 Total Number of Pieces Received at Post Office: 8

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

Complete Ink

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Firm Mailing Book For Accountable Mail

Name and Address of Sender

Kuscher
360 Cavespost Road
Wayne Pa 19087

Check type of mail or service

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

USPS Tracking/Article Number

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

1. DANA STEPHEN A
672 CHURCH ROAD
WAYNE, PA 19087

2. THAYER NITHANATHAN KESAVAN &
NIMSHAVATHANI
142 ABRAHAMS LN
ST DAVIDS PA 19087

3. SMITH GREGG H & LISA B
168 ABRAHAM LN
VILLANOVA PA 19085

4. GILL ANN L
667 CHURCH RD
WAYNE, PA 19087

5. WILSON PHILLIP F
661 CHURCH RD
WAYNE, PA 19087

6. MITCHELL ROBERT M & NANCY
910 PARKES RUN LA
VILLANOVA, PA 19085

7. CUPEIN CHARLES P II & MICHELE O
489 ST DAVIDS AVE
WAYNE, PA 19087

8. MANER WALTER P IV & HILARY D
843 PARKS RUN LN
VILLANOVA, PA 19085

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



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

U.S. POSTAGE PAID
WAYNE PA 19087
MAR 18 19
AMOUNT
\$3.28
R2304H108037-13

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

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

Complete in Ink

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Firm Mailing Book For Accountable Mail

Name and Address of Sender

Inspeker
200 Conestoga Road
Wayne PA 19087

Check type of mail or service

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

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

1. DOUGLAS ALEXANDER S & DEBBIE L
659 CHURCH RD
WAYNE, PA 19087
2. RAUSCHER FRANK J III & MELISSA L
360 CONESTOGA RD
WAYNE, PA 19087
3. ENGLE CLARK W JR & ALISON S MEAGH
346 CONESTOGA RD
WAYNE, PA 19087
4. JOHNSON ROGERS L JR
340 CONESTOGA RD
WAYNE PA 19087
5. PAOLINO GUY N
647 BROOKE ROAD
WAYNE, PA 19087
6. HOPLAMAZIAN DAVID & NADINE
P O BOX 1
RRYN MAWR, PA 19010
7. FARLEY ROBIN & GIANOUKOS DEAN
8 KINTERRA RD
WAYNE, PA 19087
8. BEGLER JOHN B & NANCY B
217 ORCHARD WAY
WAYNE, PA 19087

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(for additional copies of this receipt,
Postmark with Date of Receipt.)



Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
	100.00 Value										
	Handling Charge (if Regis)										
					Adult Sign	Adult Signature	Restrict	Return	Signature	Signature Confirmat	Special Handling



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WAYNE, PA 19087
MAR 18 19
AMOUNT
\$3.28
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PS Form 3877, January 2017 (Page 1 of 2)

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Firm Mailing Book For Accountable Mail

Name and Address of Sender
Kasper
 300 Conestoga Rd.
 Wayne Pa 19087

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

USPS Tracking/Article Number

Postage

(Extra Service) Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

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

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



1.	WILLIAMS NOEL N 350 CONESTOGA RD WAYNE, PA 19087																			
2.	MEERTZ HEIDI B 342 CONESTOGA ROAD WAYNE, PA 19087																			
3.	CAMMAART ERWIN 334 CONESTOGA RD WAYNE, PA 19087																			
4.	DOLAN JAMES B JR 657 BROOKE RD WAYNE, PA 19087																			
5.	DICHTER GLORIA S & HAROLD 11 KINTERRA RD WAYNE, PA 19087																			
6.	TREADWAY JOANNE 417 CONESTOGA RD WAYNE, PA 19087																			
7.	ORLANDO PHILIP J & DANIELLE M 427 CONESTOGA RD WAYNE, PA 19087																			
8.	NELSON MICHAEL J & SALDIVAR MADELAINE R 408 CONESTOGA RD WAYNE, PA 19087																			



U.S. POSTAGE PAID
 WAYNE PA 19087
 MAR 19 2019
 AMOUNT
\$3.28
 R2304H108037-13

Total Number of Pieces Listed by Sender: 8
 Total Number of Pieces Received at Post Office: 8

PS Form 3877, January 2017 (Page 1 of 2)
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Firm Mailing Book For Accountable Mail

Name and Address of Sender
 Kauschel
 MacCannessa Road
 Wayne, Pa. 19087

Check type of mail or service

Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Signature Confirmation Restricted Delivery

Insured Mail Priority Mail

Affix Stamp Here
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 Postmark with Date of Receipt.

WAYNE, PA 19087
 MAR 18 2019
 USPS

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	KAN KEVIN & KATHERINE 675 CHURCH RD VILLANOVA, PA 19085												
2.	DAGOSTINO DAVID & JILL 671 CHURCH RD WAYNE, PA 19087												
3.	ZAMSKY ROBERT M 663 CHURCH RD WAYNE, PA 19087												
4.	PILKINGTON CHARLES F 900 PARKES RUN LANE VILLANOVA, PA 19085												
5.	MCALLEESE JOHN J III & JENNIFER 943 PARKES RUN LA VILLANOVA, PA 19085												
6.	BAIUS STEPHEN W & KATHLEEN M 819 PARKES RUN LN VILLANOVA, PA 19085												
7.	HINTZE PHILIP T 831 PARKES RUN LN VILLANOVA, PA 19085												
8.	EBMEYER CHRISTOPHER S & WHITNEY M 4 KINTERRA RD WAYNE, PA 19087												

U.S. POSTAGE PAID
 WAYNE, PA 19087
 MAR 18 19
 AMOUNT
\$3.28
 R2304H108037-13



Firm Mailing Book For Accountable Mail

Name and Address of Sender
Boscher
300 Cemetery Road.
Wayne Pa 19087

Check type of mail or service

<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Collect on Delivery (COD)	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Priority Mail	

Affix Stamp Here
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Postmark with Date of Receipt.

REC. PA 19087
 MAR 18 2019
 USPS

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	GAVULA THOMAS J & MARTHA H 878 PARKS RUN LANE VILLANOVA, PA 19085												
2.	FISCHER CARL HENRY III & JEAN G 848 PARKS RUN LN VILLANOVA, PA 19085												
3.	PANSINI MICHAEL & ELISA 18 ORCHARD LANE VILLANOVA, PA 19085												
4.	LEMMON JANE R 7 KINTERRA RD WAYNE, PA 19087												
5.	EBMEYER CHRISTOPHER B 4 KINTERRA ROAD WAYNE, PA 19087												
6.	BRADY ROBERT J & NORA E 676 CHURCH RD VILLANOVA, PA 19085												
7.	PARKER JOAN 160 ABRAHAM'S LA VILLANOVA, PA 19085												
8.	PHILLIPS DENNIS M & LINDA L 950 PARKES RUN LA VILLANOVA, PA 19085												



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 WAYNE, PA 19087
 MAR 18 19
 AMOUNT
\$3.28
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Firm Mailing Book For Accountable Mail

Name and Address of Sender
 Buscher
 300 Conestoga Rd
 Wayne Pa 19087

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
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1.	CALABRESE SALVATORE & AMY 219 ORCHARD WAY WAYNE, PA 19087												
2.	CROWLEY JAMES & KELLY 224 PEMBROKE AVE WAYNE, PA 19087												
3.	SHARKEY PETER F & SALLY G 615 CREIGHTON RD VILLANOVA, PA 19085												
4.													
5.													
6.													
7.													
8.													

U.S. POSTAGE PAID
 WAYNE, PA
 19087
 MAR 18 19
 AMOUNT
\$1.23
 R2904H108037-13

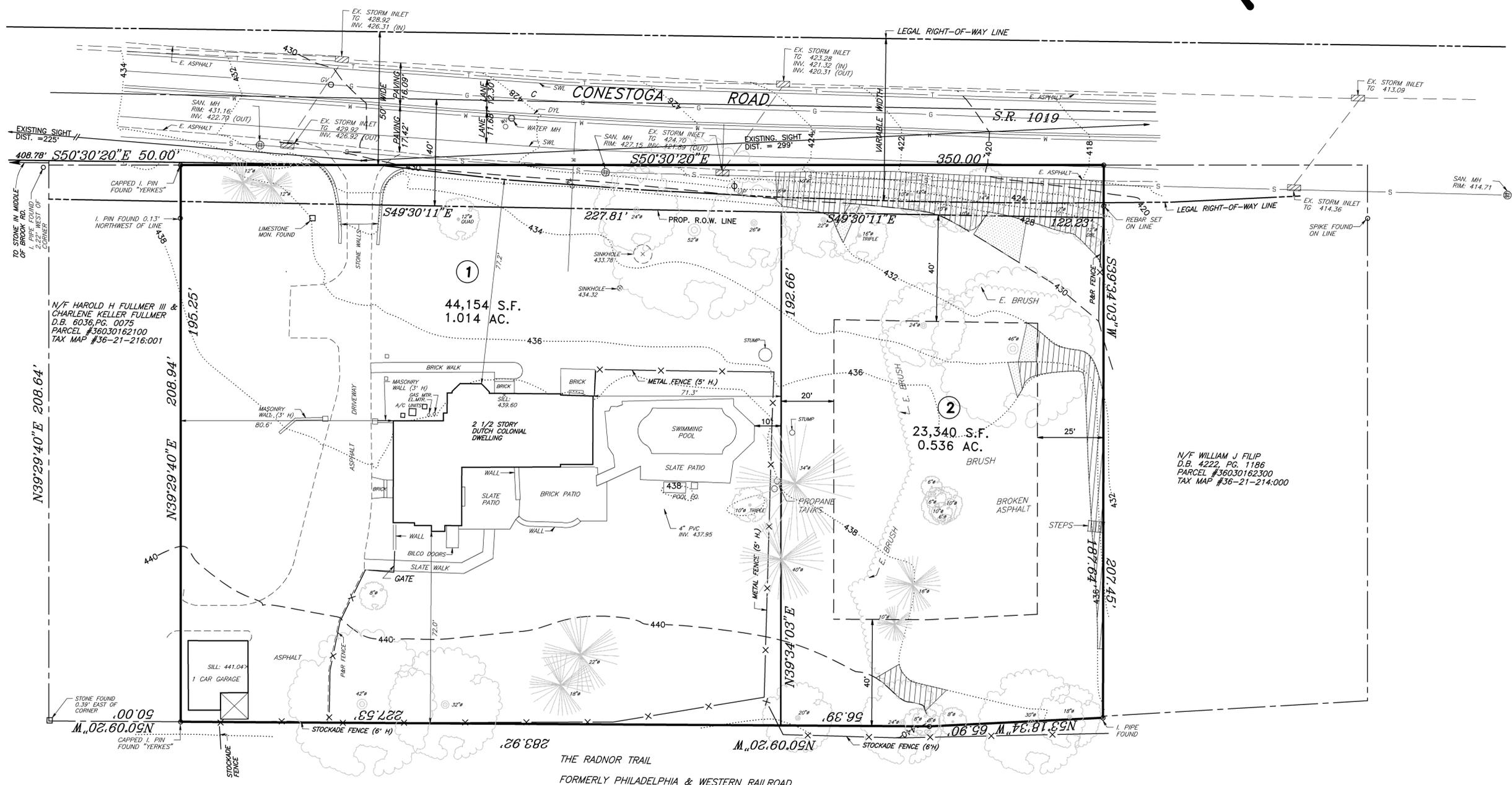
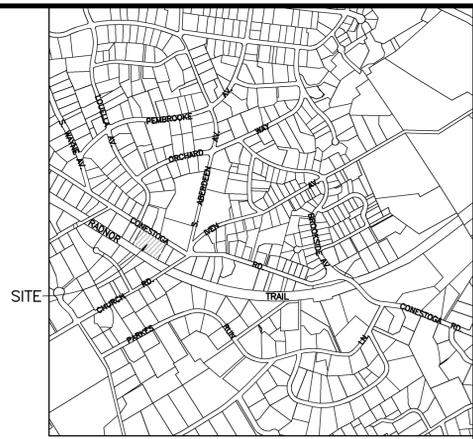
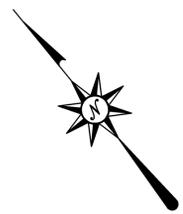


Total Number of Pieces Listed by Sender: 8
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Postmaster, Per (Name of receiving employee): [Signature]

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PS Form 3877, January 2017 (Page 1 of 2)
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COMMONWEALTH OF PENNSYLVANIA COUNTY OF DELAWARE

On the _____ day of _____ A.D. 20____ before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in _____ personally appeared Melissa Ludwig Rauscher who acknowledges herself to be the owner of this property and that as such to do so, she executed the foregoing plan by signing her name hereto as _____

that she is the owner of the designated land, that all necessary approval of the plan has been obtained and is endorsed thereon and that she desires that the foregoing plan may be duly recorded.

Notary Public _____

My Commission Expires: _____

REVIEWED by the Planning Commission of Radnor Township, Delaware County, Pa., this _____ day of _____, 20____.

APPROVED by the Board of Commissioner of Radnor Township, Delaware County, Pa., this _____ day of _____, 20____.

REVIEWED by the Delaware County Planning Commission this _____ day of _____, 20____.

Secretary _____

APPROVED by the Radnor Township Engineer; _____

Date _____

Recorded in the Office of the Recorder of Deeds of Delaware County, Pennsylvania in _____ Plan book _____ Page _____, on the _____ day of _____, 20____.

(Deputy) Recorder of Deeds _____

CERTIFICATE OF CONFORMANCE

I hereby certify that to the best of my knowledge, these plans are in conformity with engineering, zoning, building, sanitation and other applicable township ordinances and regulations.

Theodore J. Gocomis, P.E.

ACT 287 SERIAL NUMBER 20182750972

Edward B. Walsh & Associates, Inc. does not guarantee the accuracy of the locations for existing subsurface utility lines, structures, etc. shown on the plans, nor does E. B. Walsh & Assoc., Inc. guarantee that all subsurface utility lines, structures, etc. are shown.

Contractor shall verify the location and elevations of all subsurface utility lines, structures, etc. before the start of work, by calling the Pennsylvania One Call System at 1-800-242-1776.

UTILITIES NOTIFIED

VERIZON PENNSYLVANIA, INC.
AT & T - ATLANTA
AQUA PENNSYLVANIA, INC.
COMCAST CABLE COMMUNICATIONS, INC.
RADNOR TOWNSHIP
PECO ENERGY

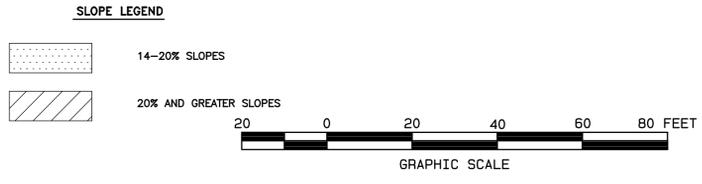
TAX MAP NO. 36-21-215:000

ZONING DATA
R-2 ZONING

	REQUIRED	EXISTING	LOT 1	LOT 2
MIN. LOT SIZE	20,000 S.F.	70,610 S.F.	44,154 S.F.	23,340 S.F.
MIN. LOT WIDTH	100'	350'	227.81'	122.23'
MIN. F.Y.	40'	82'	82'	40'
MIN. S.Y.	20' & 25'	81' & 194'	81' & 71'	20' & 25'
MIN. R.Y.	40'	72'	72'	40'
MAX. B.C.	18%	4.46%	7.13%	18%
MAX. IMP COV	30%	15.05%	24.06%	30%

EXISTING IMP. CALCS

BUILDINGS	3,146 S.F.
DRIVEWAY	4,790 S.F.
PATIO & WALKWAYS	2,716 S.F.
	10,625 S.F.



- GENERAL NOTES:**
- BOUNDARY, EXISTING FEATURES AND TOPOGRAPHIC INFORMATION ARE FROM A FIELD SURVEY PERFORMED BY EDWARD B. WALSH & ASSOCIATES, INC. IN OCTOBER, 2018.
 - BOUNDARY SURVEY IS BASED UPON DEEDS AND PLANS OF RECORD. RIGHT-OF-WAY OF CONESTOGA ROAD IS BASED ON PA D.O.T. PLANS. A TITLE REPORT WAS NOT PROVIDED, THEREFORE, THIS SURVEY DOES NOT PURPORT TO DEPICT ALL RIGHTS, EASEMENTS, COVENANTS, RESTRICTIONS, ETC. THAT A CURRENT AND COMPLETE TITLE REPORT WOULD DISCLOSE.
 - PROPERTY INFORMATION:
OWNER OF RECORD: FRANK J RAUSCHER, III & MELISSA L RAUSCHER
OWNER/SITE ADDRESS: 360 CONESTOGA ROAD, WAYNE, PA 19087
DEED REFERENCE: DEED BOOK 1440, PAGE 2110 RECORDED AT THE DELAWARE COUNTY RECORDER OF DEEDS
TAX PARCEL NO. 36030162200
TAX MAP NO. 36-21-215:000
 - GROSS AREA: 73,358 S.F. (1.684 ACRES)
NET AREA: 70,610 S.F. (1.621 ACRES)(LESS R.O.W.)
 - THE PREMISES IS SERVICED WITH PUBLIC WATER AND PUBLIC SEWER.
 - UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE SUPPLEMENTED BY INFORMATION SHOWN ON DESIGN PLANS. EDWARD B. WALSH & ASSOCIATES, INC. (EBWA) DOES NOT GUARANTEE THE ACCURACY OF THE LOCATIONS OF EXISTING SUBSURFACE UTILITY LINES, STRUCTURES, ETC. SHOWN ON THESE PLANS. NOR DOES EBWA GUARANTEE THAT ALL SUBSURFACE UTILITY LINES, STRUCTURES, ETC ARE SHOWN.
 - THE PLAN IS FOR A TWO LOT SUBDIVISION WITH LOT 1 CONTAINING THE EXISTING HOUSE AND IMPROVEMENTS AND LOT 2 WILL BECOME A NEW LOT FOR SALE.
 - THE LOTS WILL BE SERVED BY PUBLIC SEWER AND WATER.
 - A PENNDOT PERMIT IS REQUIRED FOR ACCESS TO LOT 2 FROM CONESTOGA ROAD.



1. 4-9-19 REVISED PER ENGINEERS COMMENTS

PLAN OF PROPERTY
OF
360 CONESTOGA ROAD

RADNOR TOWNSHIP DELAWARE COUNTY, PA.

Edward B. Walsh & Associates, Inc.
CIVIL ENGINEERS & LAND SURVEYORS

LIONVILLE PROFESSIONAL CENTER
125 Dowlin Forge Rd.
Eaton, Pennsylvania 19341
Phone: 610-903-0060
Fax: 610-903-0080

Project- 4484
Date- 10-17-18
Scale- 1" = 20'
Drawn- RBL
Checked- AE
Sheet- 1 OF 1

Plotted: 4/9/2019 File: F:\JB\4484\4484-B.plo

Reports of Standing Committees of the Board

New Business

Old Business

Public Participation