

BOARD OF COMMISSIONERS

REVISED AGENDA

Monday, September 9, 2019 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of September 9, 2019

1. Presentation to Radnor Police Department by Representative O'Mara

2. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner meeting of August 12, 2019
- c) Motion to approve "Support Our Campaign to Reduce Litter and Waste – Penn Environment"
- d) HARB
 - HARB-2019-10 – 212 Bloomingdale Avenue (Lot #3) – Amend previous HARB approval (HARB-2014-21) to construct a new single-family home.
 - ~~HARB-2019-14 – 210 Bloomingdale Avenue (Lot #1) – Amend previous HARB approval (HARB-2014-21) to construct a new single-family home.~~
 - HARB-2019-15 – 214 Bloomingdale Avenue (Lot #4) - Amend previous HARB approval (HARB-2014-21) to construct a new single-family home.
 - HARB-2019-16 – 234 Lenoir Avenue – Small entry addition, 1 story on part of porch, new windows and cedar siding, gutters and downspouts.
- e) Resolution #2019-77 - Further Amending the Township Organizational Chart
- f) Resolution #2019-78 Amending the 2019 Wage and Salary Schedule
- g) Resolution #2019-56 - Authorizing Township Improvements to the Finance Department to R.H. Reinhardt Co. in an amount not to exceed \$18,350
- h) Resolution #2019-68 - Authorizing Township Improvements to the Basement Storage area to Improved Office Systems Inc. in an amount not to exceed \$109,835
- i) Resolution #2019-80 - Awarding the Skunk Hollow Sanitary Sewer Trunk Line Replacement Contract to Mayfield Site, Incorporated, in the Amount of \$398,679.01
- j) Resolution #2019-85 - Authorizing the Township Manager to Execute the Pennsylvania Department of Transportation Reimbursement Agreement for the Radnor TAP Trail
- k) Resolution #2019-86 - Authorizing the Payment of Change Orders 6,7 & 8, for the Radnor TAP Trail, to Simone Collins in the Amount of \$32,699
- l) Resolution #2019-48 - McGinley Subdivision Planning Module
- m) Resolution #2019-88 - Authorizing an Electronics and Shredding Event to be hosted by Radnor Township
- n) Resolution #2019-89 - Authorizing the Repair of Solid Waste Truck #31
- o) Resolution #2019-90 - Authorizing the Replacement & retrofitting of the Public Works Heavy Duty Truck Lift
- p) Resolution #2019-91 - Award of the bid for Road De-Icing Salt for the 2019-2020 Winter Season
- q) Resolution #2019-92 - Authorizing the Signing of the 5 Year Winter Maintenance Agreement with PennDOT
- r) Resolution #2019-93 - Authorizing payment for Emergency Traffic Signal Repair at Lancaster Avenue & Eagle Road

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

4. Announcement of Boards and Commission Vacancies

5. Possible Appointments to Various Boards and Commissions
6. Committee Reports
 - A. Motion to Authorize Letter to Legislators regarding Action on Gun Bills be sent
 - B. Adoption of the 2020 Budget Calendar
 - C. Discussion on the Proposed Willows Park Preserve Amended By-Law
 - D. Stormwater Management Waiver Request – Radnor Trail Ramp Access at the Radnor Crossing Apartments
 - E. Resolution #2019-55 – Authorization for the purchase of Body Cameras for Radnor Police Department
 - F. Ordinance #2019-09 – (**Introduction**) - Amending The Code Of The Township Of Radnor, Chapter 270, Vehicles And Traffic, Section 270-16, Stop Intersections Concerning The Intersections Of Saw Mill Road And Earles Lane
 - G. 731-741 Harrison Road – Caucus, Minor Subdivision Plan
 - H. Presentation: Radnor TAP Trail Update by Simone Collins
 - I. Ordinance #2019-10 - Medical Office Parking (**Introduction**) - Amending Chapter 280 of the Radnor Township Code, Zoning Ordinance, by amending regulations to provide minimum standards for off street parking for General, Processional, and Medical Office Uses
 - J. Ordinance #2019-11 - Roof Top Dining (**Introduction**) - Amending Chapter 280 of the Radnor Township Code, Zoning Ordinance, by establishing regulations for allowing rooftop dining within the Wayne Business Overlay District (WBOD)
7. Reports of Standing Committees of the Board
8. New Business
9. Old Business
10. Public Participation
11. Adjournment

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
September 9, 2019

The table below summarizes the amount of disbursements made since the last public meeting held on August 12, 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>

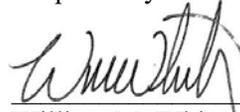
Fund (Fund Number)	2019-8A August 9, 2019	2019-8B August 16, 2019	2019-8C August 23, 2019	2019-8D A, 2019	Total
General Fund (01)	\$234,324.72	\$131,086.01	\$286,797.89	\$92,307.23	\$744,515.85
Sewer Fund (02)	17,174.78	1,839.15	7,249.89	15,354.45	41,618.27
Storm Sewer Management (04)	10,686.20	500.00	130.50	50,552.51	61,869.21
Capital Improvement Fund (05)	12,126.48	1,099.98	0.00	166,894.26	180,120.72
Police Pension Fund (07)	5,527.52	275.00	0.00	0.00	5,802.52
OPEB Fund (08)	945.96	0.00	137,791.82	0.00	138,737.78
Escrow Fund (10)	1,500.00	0.00	0.00	0.00	1,500.00
Civilian Pension Fund (11)	4,928.42	275.00	0.00	0.00	5,203.42
Investigation Fund (12)	0.00	214.92	0.00	0.00	214.92
Comm. Shade Tree Fund (15)	0.00	250.00	0.00	0.00	250.00
The Willows Fund (23)	54.89	561.62	79.88	636.08	1,332.47
Library Improvement Fund (500)	0.00	0.00	0.00	738.00	738.00
Park & Trail Improvement Fund (501)	85,570.62	726.75	790.00	855.00	87,942.37
Total Accounts Payable Disbursements	\$372,839.59	\$136,828.43	\$432,839.98	\$327,337.53	\$1,269,845.53
<i>Electronic Disbursements</i>	n/a	n/a	n/a	n/a	\$510,500.00
Grand Total	\$372,839.59	\$136,828.43	\$432,839.98	\$327,337.53	\$1,780,345.53

In addition to the account 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.

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

Respectfully Submitted,



 William M. White
 Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through September 23, 2019

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	9/10/2019	8/19 Credit Card Revenue Processing Fees	\$8,000.00 *
Payroll [Bi-Weekly] Transaction - Estimated	01-various	9/19/2019	Salaries and Payroll Taxes - General Fund	\$485,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	9/19/2019	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Period Total				\$510,500.00

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

<u>Original Estimate</u>			<u>Actual Amount</u>
\$500,000.00	8/22/2019	Salaries and Payroll Taxes - General Fund	\$450,278.89
\$17,500.00	8/22/2019	Salaries and Payroll Taxes - Sewer Fund	\$13,414.10
\$517,500.00			\$463,692.99
\$485,500.00	9/5/2019	Salaries and Payroll Taxes - General Fund	\$458,886.92
\$17,500.00	9/5/2019	Salaries and Payroll Taxes - Sewer Fund	\$13,211.95
\$503,000.00			\$472,098.87
\$240,000.00	9/1/2019	Police Pension Payroll	\$229,521.65
\$165,000.00	9/1/2019	Civilian Pension Payroll	\$157,532.81
\$405,000.00			\$387,054.46

TOWNSHIP OF RADNOR
Minutes of the Meeting of August 12, 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	John Nagle	Luke Clark
Sean Farhy	Jake Abel	Richard Booker	

Staff Present: Robert A. Zienkowski, Township Manager/Township Secretary; Kathryn Gartland, Township Treasurer; John Rice, Township Solicitor; Shawn Dietrich, Lieutenant of Police; Steve Norcini, Township Engineer; John Hosbach, Township Arborist 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 on preceding the Board of Commissioners meeting of August 12, 2019

There was an Executive Session on August 12, 2019 preceding the Board of Commissioners meeting, where matters of personnel and litigation were discussed. All Commissioners were in attendance with the exception of Commissioner Abel.

1. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner meeting of July 8, 2019 & July 15, 2019
- c) Acceptance of Department Monthly Reports
- d) Acceptance of HARB Certificates:
 - HARB-2019--09 – 224 Lansdowne Avenue – Install new asphalt shingle roof. Install new front steps and covered porch floor. Install new aluminum/wood windows with simulated divided lite to match existing lite configuration. Install new composite trim. Existing damaged stucco to be replaced with composition clap board siding. Addition off side and back of existing house to match.
 - HARB-2019-11 – 406 Woodland Avenue - Revision to garage renovations/additions from previous submittal (HARB-2019-01)
 - HARB-2019-12 – 401 Chestnut Lane – Front porch addition.
 - HARB-2019-13 – 220 Lenoir Avenue - Creation of a one-story addition to add a family room, mudroom with laundry and new basement access while also planning for aging in place.
- e) ~~Resolution #2019-81 – Authorizing the TE 160 Maintenance Agreement for the Proposed Traffic Signal at King of Prussia and Raider Roads~~
- f) Final Staff Traffic Committee Meeting Minutes – July 17, 2019
- g) Resolution #2019-74 - Authorizing Gilmore & Associates to provide design and bidding documents for the King of Prussia Crosswalk at Glenmary Road, in the amount of \$39,000
- h) Resolution #2019-79 - Approving the Property And Casualty Insurance Binder For Coverage Beginning August 1, 2019 through July 31, 2020
- i) Resolution #2019-84 – Awarding the Design, Plans, Bidding Documents & Specifications Contract for the Morris Road Tree Planting Project (2019 Bond Issuance) to Carroll Engineering in the Amount of \$36,200

~~j) Waiver Request: Section 245-22, Groundwater Recharge, 515 Brookside Avenue~~

- k) Resolution #2019-75 - Award of the Wayne Business Overlay District (WBOD) paving and tree planting project to Gessler Construction in the Amount of \$524,299
- l) Motion to Authorize the Engineering Department to Receive Sealed Bids for the Malin Road Culvert Replacement

Commissioner Booker requested items e & j be removed from the consent agenda. Commissioner Borowski requested for item k to be removed from the consent agenda.

Commissioner Larkin made a motion to approve with the exclusion of items e, j & k, seconded by Commissioner Abel. Motion passed 7-0.

e) Resolution #2019-81- Authorizing the TE-160 Maintenance Agreement for the Proposed Traffic Signal at King of Prussia and Raider Roads

Commissioner Nagle made a motion to approve, seconded by Commissioner Larkin. Motion passed 7-0.

j) Waiver Request: Section 245-22, Groundwater Recharge, 515 Brookside Avenue

Mr. Weintraub, Architect for applicant made a brief presentation. There was a discussion amongst the Commissioners and the applicant.

Commissioner Nagle made a motion to approve with the condition that the applicant will work with staff in order to plan for compensatory items, seconded by Commissioner Larkin. Motion passed 4-3 with Commissioner Booker, Farhy and Abel opposed.

k) Resolution #2019-75 - Award of the Wayne Business Overlay District (WBOD) paving and tree planting project to Gessler Construction in the Amount of \$524,299

Commissioners and staff discussed regarding the placement of handicap parking spaces in the WBOD. Staff will continue to review this item.

Commissioner Borowski made a motion to approve, seconded by Commissioner Booker. Motion passed 7-0.

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

Sara Pilling, Garrett Avenue – She thanked the Township for the assistance with the tree which fell on her property. She also commented inquiring the species of trees to be planted in the WBOD and Morris Road.

Tom & MaryJo Heckman – They spoke regarding the flooding which occurs at their home from Summit Hill Dam.

James – He spoke regarding the placement of handicap parking in the WBOD.

Laura Reinhart, Garrett Hill Rosemont Parade – She thanked staff for all of their help during the Garrett Hill 4th of July parade.

Art – He spoke requesting the Township to have more bike lanes.

3. Possible Appointments to Various Boards and Commissions

Commissioner Nagle made a motion to appoint John Child to the Rental Housing Board, seconded by Commissioner Farhy. Motion passed 7-0.

Commissioner Clark made a motion to appoint Jamie Forman to the Zoning Hearing Board, seconded by Commissioner Nagle. Motion passed 7-0.

4. Announcement of Boards and Commission Vacancies

Commissioner Larkin announced the below vacancies:

Citizens Audit Review & Financial Advisory Committee - 2 Vacancies

Code Appeals Board - 1 Vacancy (*Requirements: Master Electrician, Master Plumber or General Contractor*)

HARB - 1 Vacancy (unexpired term 12/31/2020)

Shade Tree Commission - 1 Vacancy (unexpired term 12/31/2022)

New Business

Commissioner Borowski read into file a statement regarding gun violence & gun control. She requested for a consensus of the Board to direct the Township Manager to draft a letter to State Legislators.

Commissioner Booker made a motion to table, seconded by Commissioner Farhy.

There was an in-depth discussion amongst the Commissioners. There was a consensus of the majority of the Board to draft a letter and bring this item back in September for further discussion.

Steve Norcini briefly discussed the need for an emergency project at on Mill Road End Wall. There was a discussion amongst the Commissioners and staff.

Commissioner Nagle made a motion to approve the emergency project at the Mill Road End Wall, seconded by Commissioner Borowski. Motion passed 7-0.

Commissioner Booker mentioned the low hanging wire on King of Prussia Road near Matsonford Road and has asked for it to be looked into. Mr. Zienkowski replied it is being looked in to.

5. Committee Reports

A. Discussion regarding Dam structures in Radnor Township

There was a discussion amongst the Commissioners and Staff regarding Dam Structures in Radnor Township. The Township will have a conference call with the DEP in early September and will report back.

B. Resolution #2019-83 - Authorizing the payments of Change Orders 1-5 for the Park Improvements Project for Bo Connor and Warren Filipone Parks, to Gessler Construction, in the amount of \$45,467

Commissioner Larkin made a motion to approve, seconded by Commissioner Clark. Motion passed 7-0.

C. Discussion regarding the authorization for a security camera installed at the corner of Morris & Sugartown (requested by Commissioner Abel)

Commissioner Abel discussed the above-mentioned project. He requested that the Police Department come back with recommendations in September. There was a consensus of the Board to proceed.

D. Resolution #2019-82 - Awarding the Contract for an Implementation Plan and Funding Strategy for the Darby Paoli Multi-use Trail to McMahon & Associates in the amount of \$12,200

Commissioner Nagle made a motion, seconded by Commissioner Farhy. Motion passed 5-0 with Commissioner Clark out of the room and Commissioner Larkin absent.

E. Initiative to advertise the environmental & cost saving advantages of compost (requested by Commissioner Farhy)

Commissioner Farhy briefly spoke regarding educating residents on the environmental and cost savings of compost are. There was a brief discussion amongst Commissioners.

Public Comment

Sara Pilling, Garrett Avenue – She commented in support of composting.

F. Trash and Recycling Review & Possible Recommendation (requested by Township Manager)

Mr. Zienkowski made a brief presentation to the Board which can be found on the Township website at: <https://www.radnor.com/910/Board-of-Commissioners-Presentations>. There was a brief discussion.

G. Discussion of Tree Maintenance and Sidewalks

Mr. Zienkowski made a brief presentation to the Board which can be found on the Township website at: <https://www.radnor.com/910/Board-of-Commissioners-Presentations>. It was the sense of the Board for Shade Tree Commission to weigh in on the options in the presentation and update their recommendation if needed.

6. Reports of Standing Committees of the Board

None

7. New Business

Discussed earlier on the agenda

8. Old Business

a. Update on Flood prevention initiatives (requested by Commissioner Abel)

Lieutenant Dietrich made a brief presentation to the Board which can be found on the Township website at: <https://www.radnor.com/910/Board-of-Commissioners-Presentations>. There was a discussion following and staff will be back to present recommendations at a later time.

Public Participation

None

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

*Respectfully submitted,
Jennifer DeStefano*

From: JoAnna Contarino <joanna@pennenvironment.org>
Date: July 29, 2019 at 4:24:06 PM EDT
To: lborowski@radnor.org
Subject: Support Our Campaign to Reduce Litter and Waste

Dear President / Chairperson Lisa A. Borowski,

Hi! I'm JoAnna with PennEnvironment, a statewide, citizen-based environmental advocacy organization. I'm writing to ask you to join local community leaders and businesses across Pennsylvania to [sign onto our letter](#) to support reducing waste and single-use plastics in the fight for a cleaner and healthier environment.

We need to address the plastics crisis and our state's growing waste problem. It's time to end our addiction to single-use plastics, to tackle the largest and fastest growing sources of our waste stream; and to shift our economy away from a model where it's cheaper to throw something away (where it will clog our landfills or release air pollution from an incinerator) rather than to reduce, reuse, recycle and repair.

If you were one of the 70 partners that signed onto our previous letter supporting a ban on polystyrene foam, thank you for choosing wildlife over waste! **To read the new letter and add your name, click [here](#).**

If you have questions or are interested in holding an event with us, please contact the Conservation Associate, Stephanie Wein at 267-438-3397 or stephanie@pennenvironment.org

Thank you,

JoAnna Contarino
PennEnvironment Intern

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JoAnna Contarino
joanna@pennenvironment.org

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

Support Zero Waste PA

Dear Legislator,

I'm writing in support of the "Zero Waste PA" package of legislation, which works to address the issues created by our throw-away society. Our communities are overrun with litter, trash is piling up in our environment, and single-use plastics are polluting our waterways and oceans. Specifically, this package of bills works to address litter issues such as cigarette butts and single-use plastics (like straws, styrofoam food containers and plastic bags); the largest parts of our waste stream (food waste and organic waste); the fastest growing parts of our waste stream (electronic waste); and systems to improve and expand our recycling programs versus harmful landfilling and incineration.

--Reducing single-use plastics such as plastic grocery bags, straws, single-use plastic water bottles, and polystyrene takeout food containers;

--Holding producers of plastic packaging responsible by requiring the manufacturer have a collection system for hard to recycle plastic products;

--Increased funding to improve and expand upon recycling programs, and policies to disincentivize sending waste to landfills and incinerators;

--Creating a state-wide five-cent bottle deposit program (legislation often called a "Bottle Bill") for plastic, aluminum and glass bottle products;

--Reducing litter that pollutes our streets such as highly toxic cigarette butts;

--Addressing the largest parts of our waste stream such as organic waste (food scraps and egg shells) by requiring statewide composting programs;

--Tackling the fastest growing segments of our waste stream, electronic waste (often called "e-waste") by improving the state's existing e-waste programs.

The Zero Waste PA package of legislation is a critical first step to tackle many of these challenges. We hope you'll support this package of legislation and add your name as a cosponsor to these bills.

Thank you in advance for your support, and please do not hesitate to reach out with questions, comments or feedback

Sincerely,

NEXT

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Support Zero Waste PA

* Required

Sign-on to Support Letter

Please fill in your information below.

Name *

Your answer

Title *

Your answer

Organization Name *

Your answer

Organization Type *

- Governing Body or Elected Official
- Food Vendor (Restaurant, Cafe, Grocer, Brewery, etc.)
- Business
- Nonprofit
- Other:

Phone Number *

Your answer



Email *

Your answer

Mailing Address *

Your answer

Website

Your answer

I'd Like to Hear More Ways to Get Involved *

Yes

No

BACK

SUBMIT

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CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: GL1 INVESTMENTS LP
OWNER ADDRESS: 200 LANSDOWNE AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY: 212 BLOOMINGDALE AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2019-10

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

Amend previous HARB approval (HARB-2014-21) to construct a new single family home.

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, September 09, 2019

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER:	GL1 INVESTMENTS LP
OWNER ADDRESS:	200 LANSDOWNE AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY:	210 BLOOMINGDALE AVE , WAYNE PA 19087
APPLICATION NUMBER:	HARB-2019-14

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

Amend previous HARB approval (HARB-2014-21) to construct a new single family home.

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, September 09, 2019

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER:	GL1 INVESTMENTS LP
OWNER ADDRESS:	200 LANSDOWNE AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY:	214 BLOOMINGDALE AVE , WAYNE PA 19087
APPLICATION NUMBER:	HARB-2019-15

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

Amend previous HARB approval (HARB-2014-21) to construct a new single family home.

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, September 09, 2019

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: TAGUE VINCENT J III
OWNER ADDRESS: 234 LENOIR AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY: 234 LENOIR AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2019-16

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

Small entry addition, 1 story on part of porch, new windows and cedar siding, gutters and downspouts.

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, September 09, 2019

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

RESOLUTION NO. 2019-77

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE RADNOR TOWNSHIP ORGANIZATIONAL CHART

WHEREAS, Article 5, Departmental Organization of the Administrative Code establishes the Departments of the Township and their duties and responsibilities; and

WHEREAS, Section 5-22(A) of the Administrative Code permits the Board of Commissioners to establish a separate organizational chart by Resolution; and

WHEREAS, the Board adopted the current version of the Township Organizational Charter with Resolution 2011-87, which has been amended from time to time since; and

WHEREAS, most recently, the Board adopted Resolution 2018-53 on November 12, 2018 further amending the organizational chart to include a new Public Information Officer position; and

WHEREAS, during the interview process for the Public Information Officer position, it was determined that the PIO would be better situated reporting directly to the Township Manager; and

WHEREAS, by having the newly hired PIO take on certain media responsibilities, an existing position within Finance was able to be reassigned to Police by reinstating the Auxiliary Services position in the Police Department; and

WHEREAS, the Police Department wishes to replace an existing Secretary 1 position with an Executive Secretary to Police Superintendent position.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby adopt the Organizational Chart attached to this Resolution as Exhibit "A", replacing any old version of the Organizational Chart.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 9th day of September, 2019.

RADNOR TOWNSHIP

BY: _____
Name: Lisa Borowski
Title: President

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

Radnor Township

PROPOSED LEGISLATION



DATE: June 30, 2019

TO: Board of Commissioners

FROM: Robert Zienkowski, Township Manager

LEGISLATION: Resolution 2019-77 amending the Township's organizational chart.

LEGISLATIVE HISTORY: The last revision to the Organizational Chart was adopted in November 2018 via Resolution 2018-53 and included a [new] Public Information Officer position.

PURPOSE AND EXPLANATION: The Administration reviews departmental organization periodically as opportunities arise due to program changes, personnel changes, etc. The goals of this reorganization are (a) to reduce operating costs, (b) realign certain business processes seeking greater customer service and efficiency, (c) reallocating resources to address project delivery, and (d) to provide direct supervision to certain areas needing more attention. During the interview process for the Public Information Officer, it was determined that this person would be better suited reporting directly to the Township Manager (instead of the Finance Director as initially contemplated). Therefore, several moving pieces are included in this amendment to document to the move are as follows:

1. Public Information Officer [New with the 2018 Org Chart] and the *existing* part-time Cable, Web and Communication Coordinator positions move from the Finance Department to the Administration department
2. Police: The Assistant Supervisor of Auxiliary Services position is reinstated and filled by reassigning an *existing* employee [from Finance]
3. Police: Replaces a Secretary 1 position with an Executive Secretary to the Police Superintendent position [to be filled by an *existing* employee]

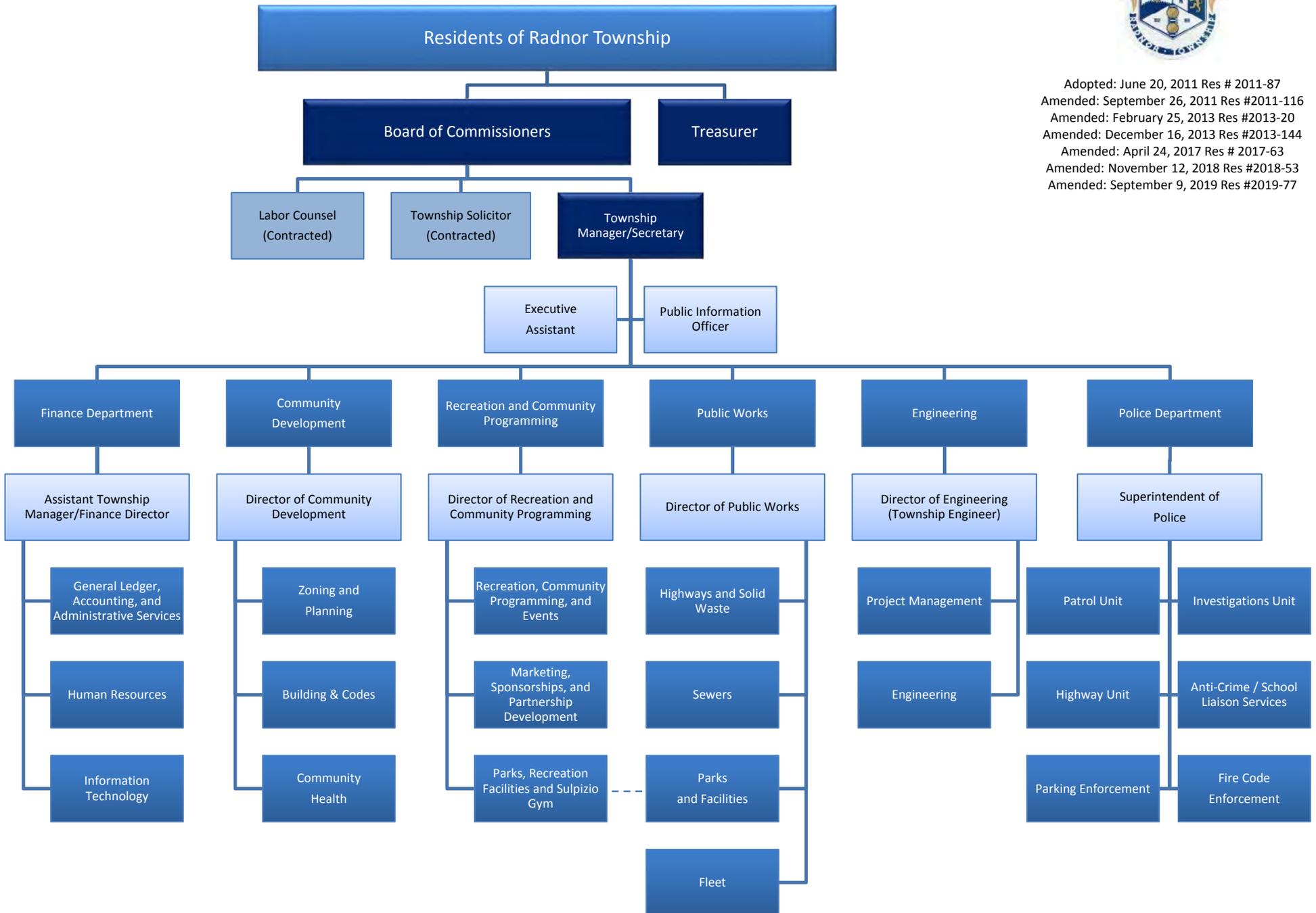
FISCAL IMPACT: There is no fiscal impact resulting from these changes, except a proposed higher wage for the Executive Secretary to Police Superintendent position as outlined in Resolution 2019-78. The PIO position was filled at the amount included with the 2019 Budget, including the savings realized by not filling the position until mid-June (when the position was budgeted for the full year). Also, there was no fiscal impact resulting from reassigning the various other employees.

RECOMMENDED ACTION: The Administration respectfully requests that the Board of Commissioners adopts Resolution 2019-77 and the accompanying organizational chart at the September 9, 2019 meeting.

RADNOR TOWNSHIP ORGANIZATIONAL CHART



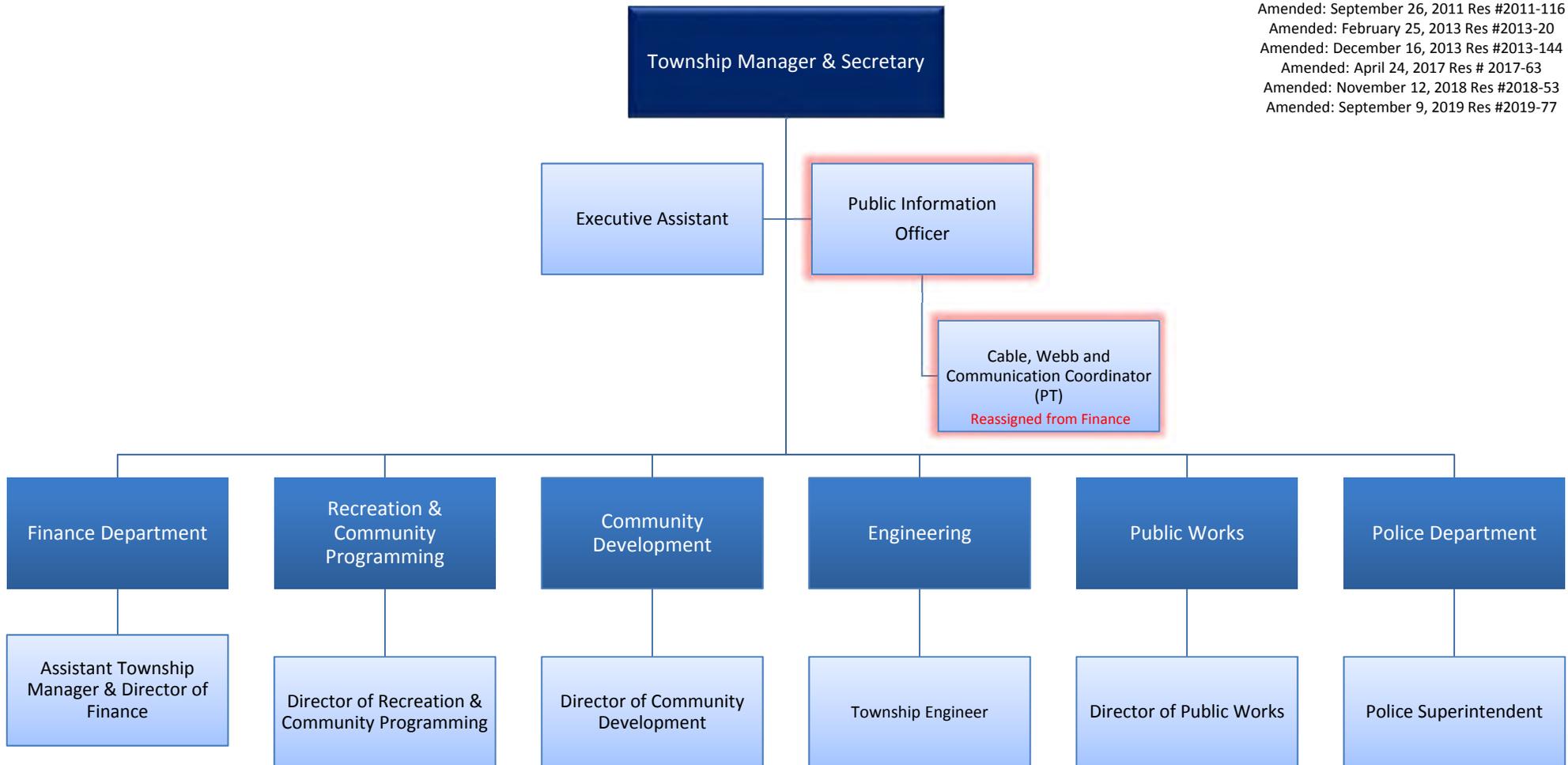
Adopted: June 20, 2011 Res # 2011-87
 Amended: September 26, 2011 Res #2011-116
 Amended: February 25, 2013 Res #2013-20
 Amended: December 16, 2013 Res #2013-144
 Amended: April 24, 2017 Res # 2017-63
 Amended: November 12, 2018 Res #2018-53
 Amended: September 9, 2019 Res #2019-77



RADNOR TOWNSHIP ADMINISTRATION



Adopted: June 20, 2011 Res # 2011-87
Amended: September 26, 2011 Res #2011-116
Amended: February 25, 2013 Res #2013-20
Amended: December 16, 2013 Res #2013-144
Amended: April 24, 2017 Res # 2017-63
Amended: November 12, 2018 Res #2018-53
Amended: September 9, 2019 Res #2019-77

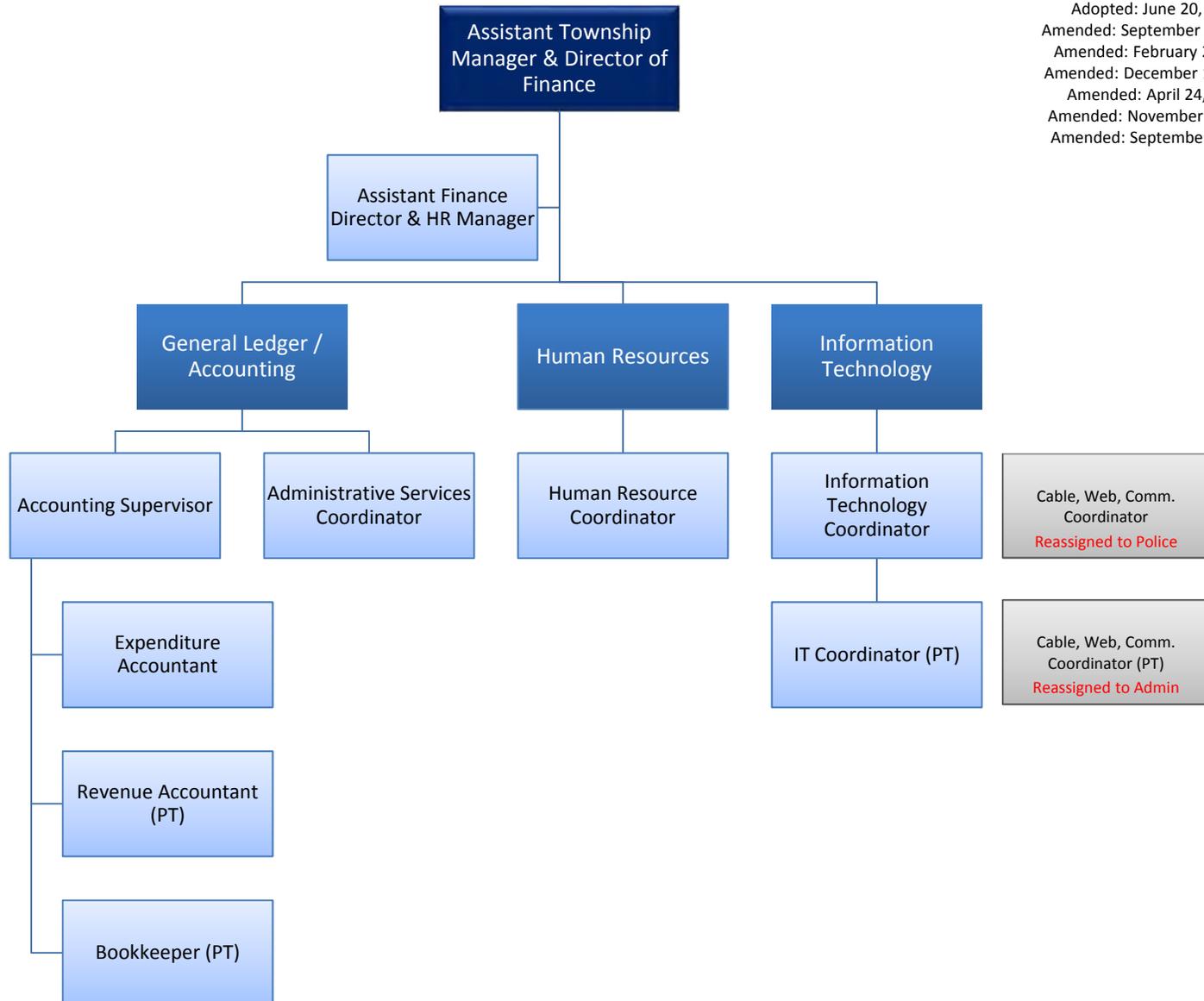


RADNOR TOWNSHIP

FINANCE



Adopted: June 20, 2011 Res # 2011-87
 Amended: September 26, 2011 Res #2011-116
 Amended: February 25, 2013 Res #2013-20
 Amended: December 16, 2013 Res #2013-144
 Amended: April 24, 2017 Res # 2017-63
 Amended: November 12, 2018 Res #2018-53
 Amended: September 9, 2019 Res #2019-77

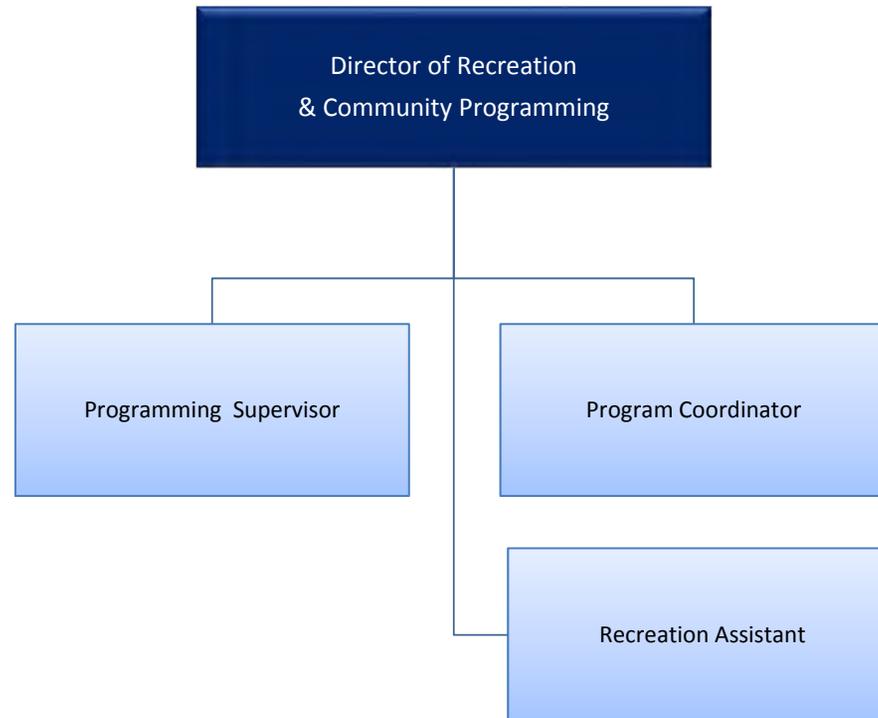


RADNOR TOWNSHIP

RECREATION & COMMUNITY PROGRAMMING



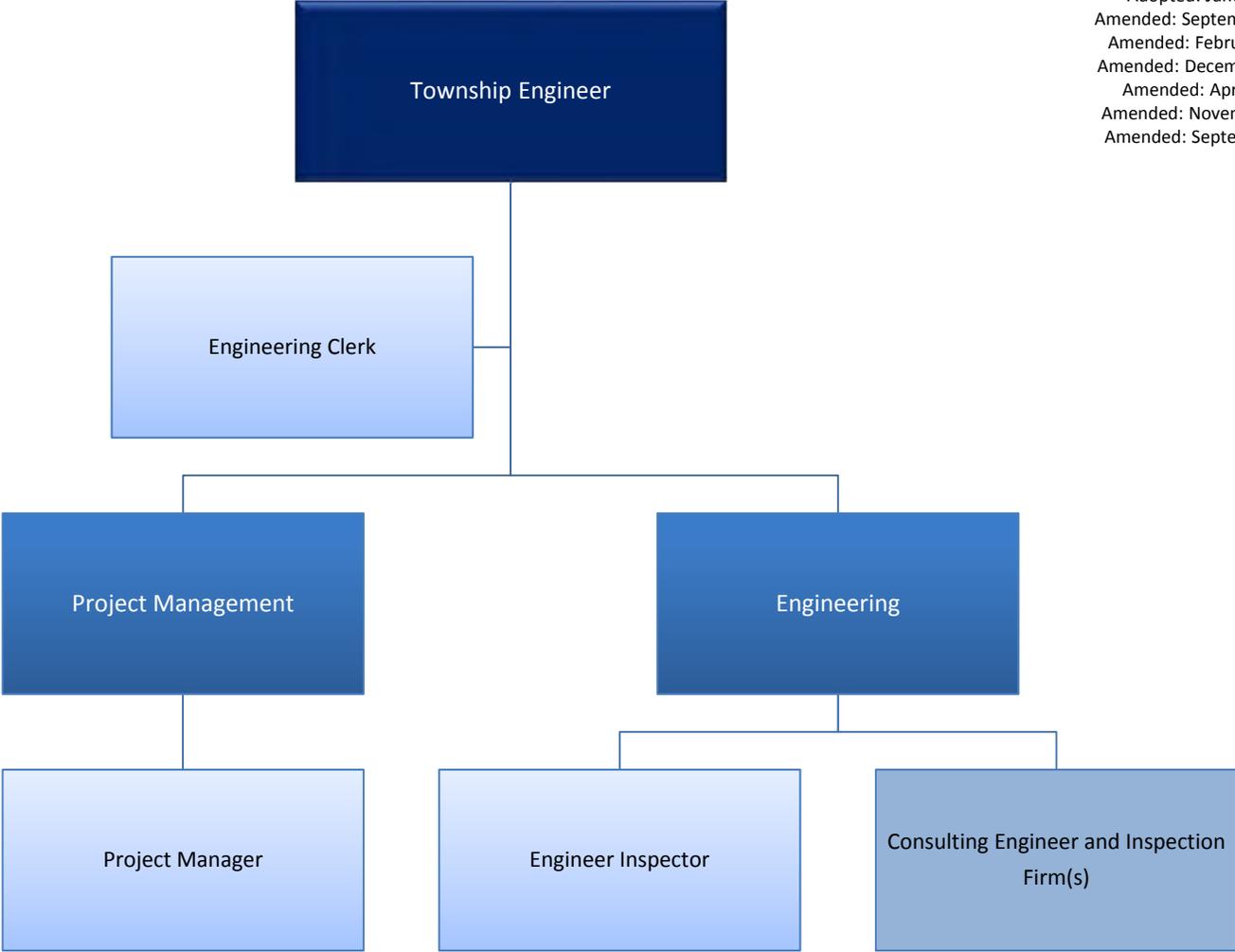
Adopted: June 20, 2011 Res # 2011-87
Amended: September 26, 2011 Res #2011-116
Amended: February 25, 2013 Res #2013-20
Amended: December 16, 2013 Res #2013-144
Amended: April 24, 2017 Res # 2017-63
Amended: November 12, 2018 Res #2018-53
Amended: September 9, 2019 Res #2019-77



RADNOR TOWNSHIP ENGINEERING



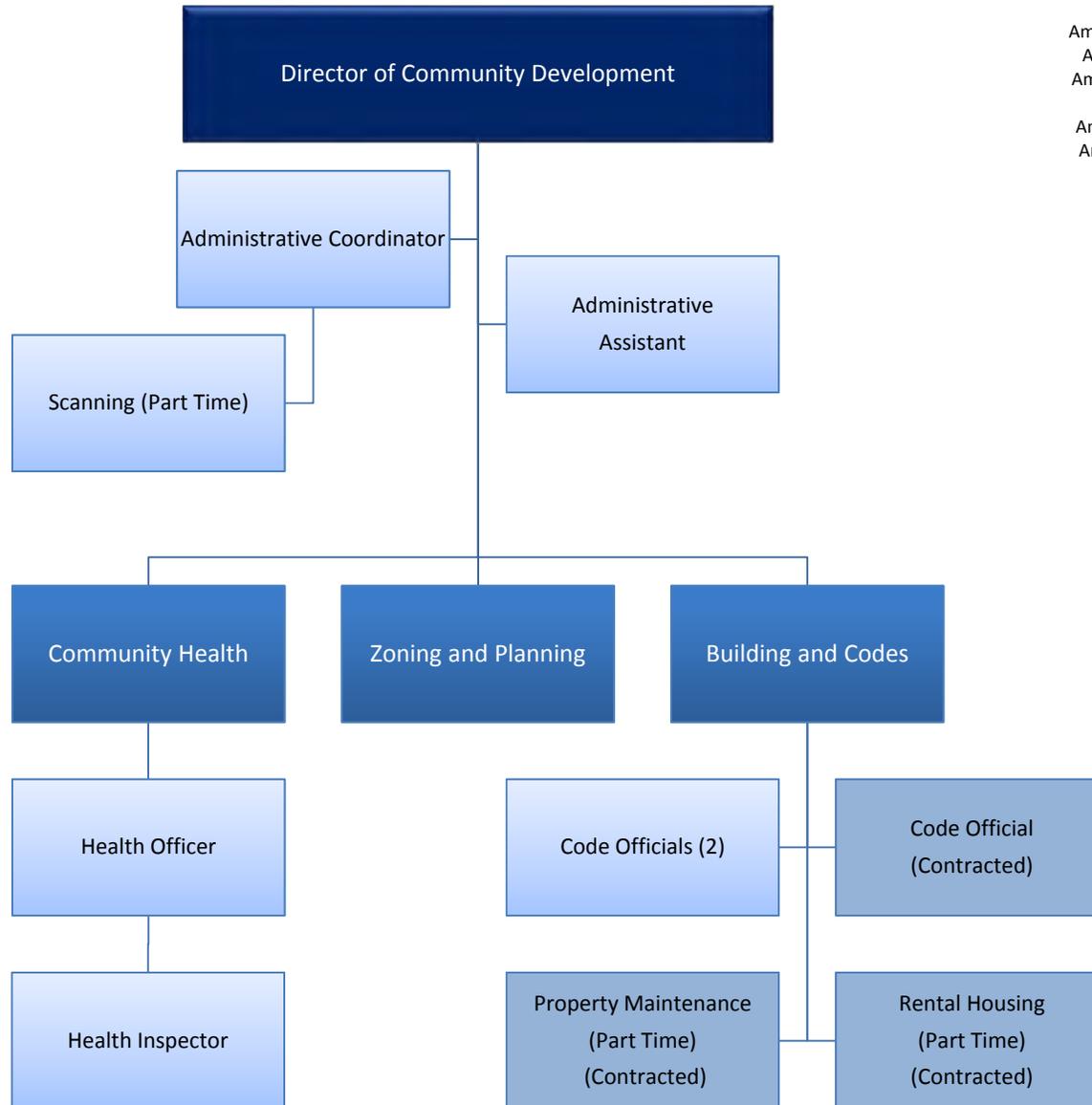
Adopted: June 20, 2011 Res # 2011-87
Amended: September 26, 2011 Res #2011-116
Amended: February 25, 2013 Res #2013-20
Amended: December 16, 2013 Res #2013-144
Amended: April 24, 2017 Res # 2017-63
Amended: November 12, 2018 Res #2018-53
Amended: September 9, 2019 Res #2019-77



RADNOR TOWNSHIP COMMUNITY DEVELOPMENT



Adopted: June 20, 2011 Res # 2011-87
Amended: September 26, 2011 Res #2011-116
Amended: February 25, 2013 Res #2013-20
Amended: December 16, 2013 Res #2013-144
Amended: April 24, 2017 Res # 2017-63
Amended: November 12, 2018 Res #2018-53
Amended: September 9, 2019 Res #2019-77

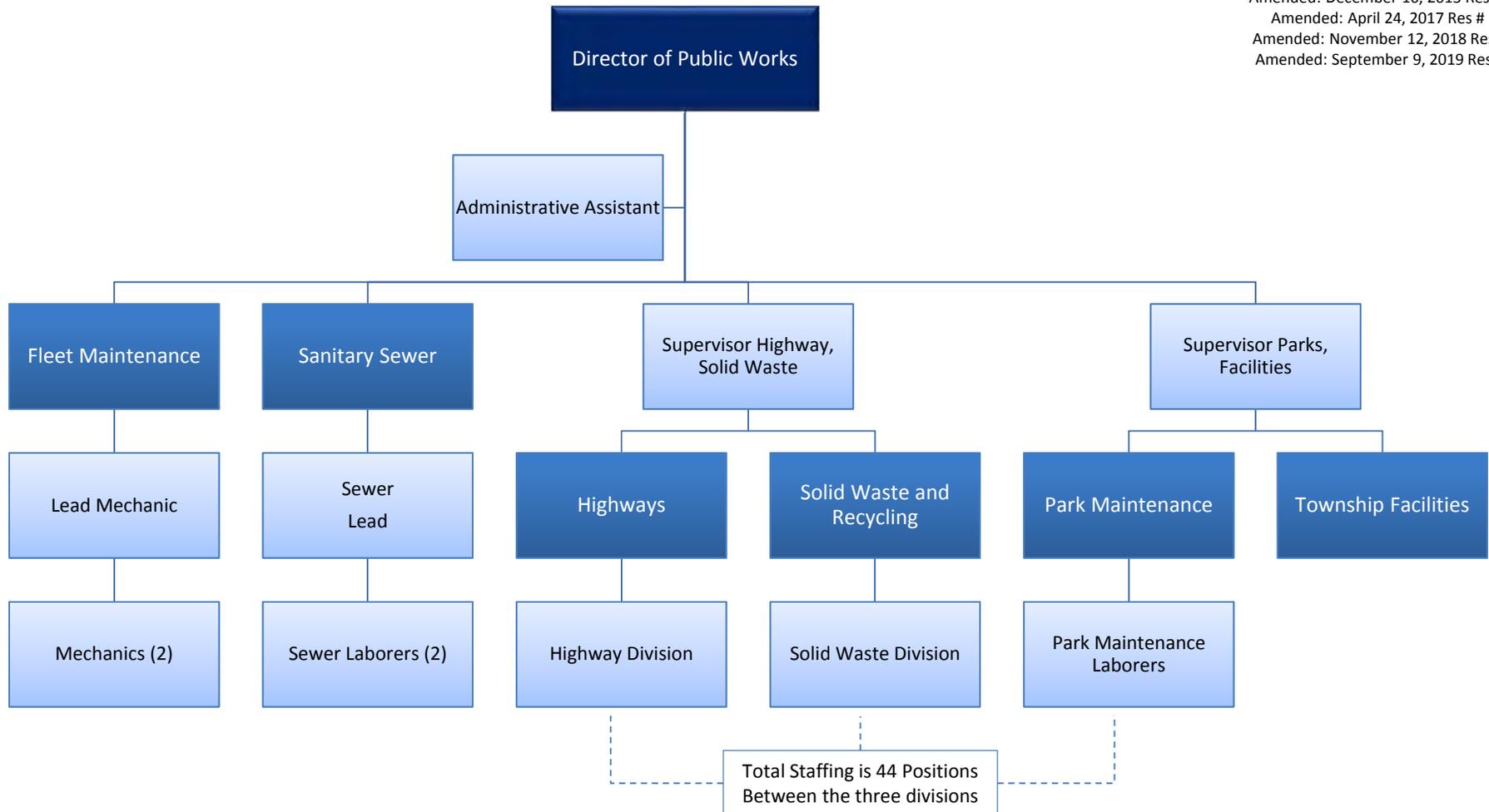


RADNOR TOWNSHIP

PUBLIC WORKS



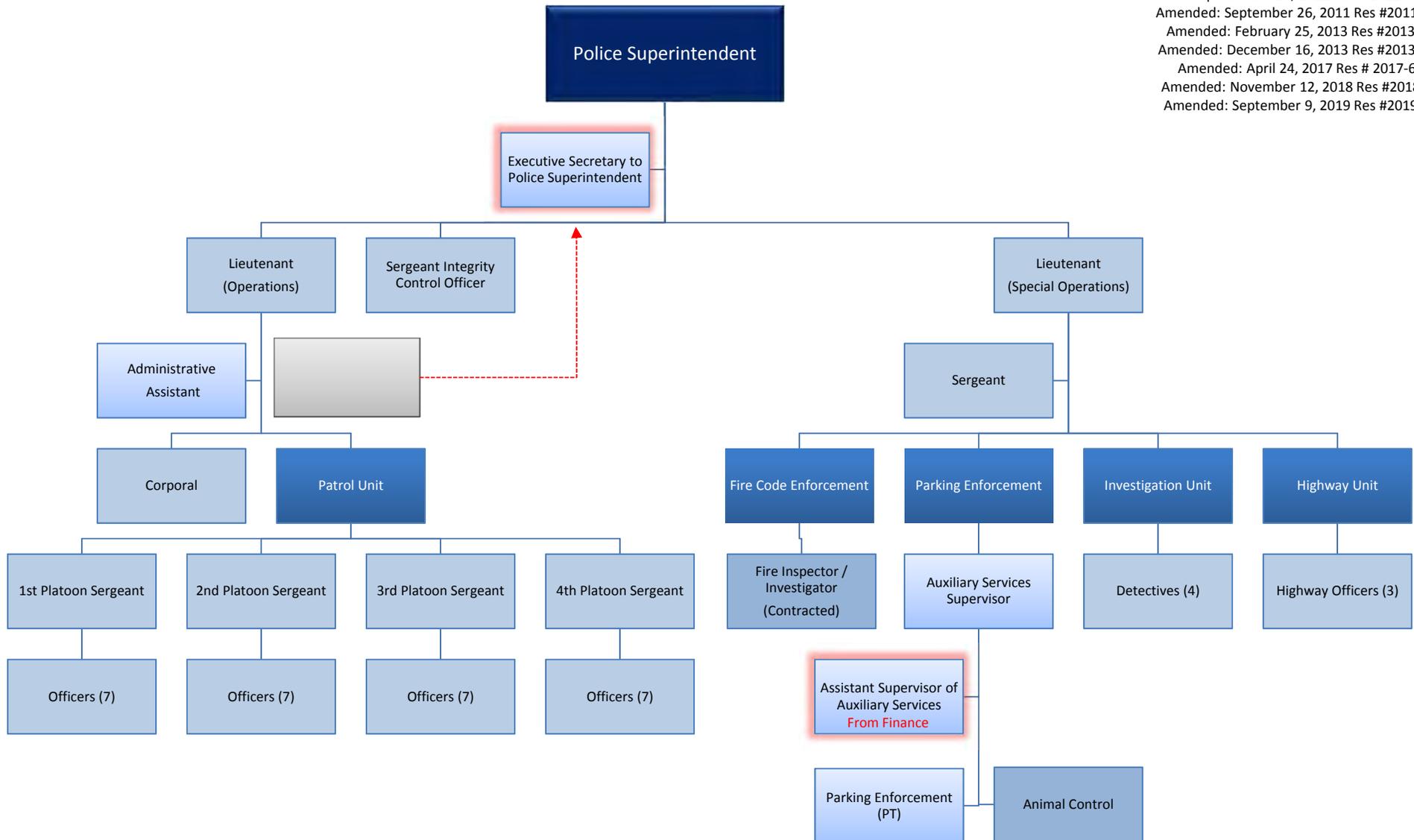
Adopted: June 20, 2011 Res # 2011-87
Amended: September 26, 2011 Res #2011-116
Amended: February 25, 2013 Res #2013-20
Amended: December 16, 2013 Res #2013-144
Amended: April 24, 2017 Res # 2017-63
Amended: November 12, 2018 Res #2018-53
Amended: September 9, 2019 Res #2019-77



RADNOR TOWNSHIP POLICE



Adopted: June 20, 2011 Res # 2011-87
 Amended: September 26, 2011 Res #2011-116
 Amended: February 25, 2013 Res #2013-20
 Amended: December 16, 2013 Res #2013-144
 Amended: April 24, 2017 Res # 2017-63
 Amended: November 12, 2018 Res #2018-53
 Amended: September 9, 2019 Res #2019-77



RESOLUTION NO. 2019-78

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE 2019 WAGE AND SALARY SCHEDULE

WHEREAS, Section 6.05 of the Radnor Township Home Rule Charter requires that the Board of Commissioners adopt human resource policies and procedures as part of the Township’s Administrative Code; and

WHEREAS, the Administrative Code establishes pay-setting practices based upon applicable Federal, State and Township laws; and

WHEREAS, the Board of Commissioners adopted Resolution 2018-143 on December 10, 2018 establishing the 2019 Wage and Salary schedule for all Township employees; and

WHEREAS, the position of Public Information Officer (“PIO”) was included with the Reorganization Chart adopted by the Board of Commissioners in November 2018 via Resolution 2018-53; and

WHEREAS, the PIO position was budgeted for with the 2019 Board Adopted Budget at a full year cost of \$68,000. However, the PIO position wasn’t filled until mid-June 2019, resulting in an estimated expense of less than \$40,000; and

WHEREAS, the Police Department wishes to amend the Organizational Chart, under separate legislation, to replace a Secretary 1 position with an Executive Secretary to Police Superintendent, and in doing so, increase the annual wages for the position to compensate for the additional job functions and duties; and

WHEREAS, in the effort to promote fiscal transparency, the Board wishes to amend the 2019 Wage and Salary Schedule to formally establish wages for the PIO via this Resolution in a public meeting.

NOW, THEREFORE, be it hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby adopt the amendment to the 2019 Wage and Salary Schedule for fiscal year 2019 as follows:

Department	Position	Rate
Administration	Public Information Officer	\$38.4615 / Hour
Police Department	Executive Secretary to Police Superintendent	\$34.0659 / Hour

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 9th day of September, 2019.

RADNOR TOWNSHIP

BY: _____
Name: Lisa Borowski
Title: President

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

Radnor Township

PROPOSED LEGISLATION



DATE: August 30, 2019
TO: Board of Commissioners
FROM: William M. White, Assistant Township Manager and Finance Director 

LEGISLATION: Resolution 2019-78 amending the 2019 Wage and Salary schedule establishing the hourly wage Public Information Officer and Executive Secretary to the Police Superintendent positions.

LEGISLATIVE HISTORY: (1) The Board of Commissioners adopted Resolution 2018-143 on December 10, 2018 establishing the 2019 Wage and Salary schedule for all Township employees. (2) This is the second amendment to the Schedule (Res 2019-62)

PURPOSE AND EXPLANATION: The Board of Commissioners included the Public Information Officer ("PIO") position with the adoption of the 2018 Reorganization Chart (Res 2018-53) and budgeted for the position with the adoption of the 2019 Board Approved Budget. This resolution is simply satisfying the practice of formally, publicly and transparently adopting the hourly wage for the position now that the position has been negotiated and filled.

Additionally, the Police Department has recommended eliminating one of the "Secretary I" positions and replacing it with an "Executive Secretary to the Police Superintendent" position. The job duties are being expanded to cover greater responsibilities of the [existing] employee who will fill the position. Accordingly, this resolution will adjust the wages to reflect the greater responsibilities. Note also that the position will remain in the RATE union.

FISCAL IMPACT: The PIO position was budgeted at a full-year expense of \$68,000. The actual negotiated wage for the position will be \$70,000. However, since the position wasn't filled until mid-June, a positive variance will be realized for 2019 of approximately \$30K. The Police Department's Executive Secretary to Police Superintendent position is a \$10,299 increase [from \$51,701 to \$62,000]. Savings realized from the current vacant position (G. Smith) will be utilized to cover this increase. At this annual salary, the position will be in line with other existing Secretary / Administrative positions in the Organization.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the September 9, 2019 Board of Commissioner meeting.

RESOLUTION NO. 2019-56

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENGAGE R.H. REINHARDT CO. CONTRACTORS TO RECONFIGURE THE FINANCE DEPARTMENT

WHEREAS, The Board of Commissioners adopted Ordinance 2019-07 authorizing the issuance of debt sufficient to fund approximately \$7.3 million in various capital improvements, including this purchase; and

WHEREAS, with the hiring of the new Public Information Officer position and the leasing of additional space to PAISBOA, the Administration needs to reconfigure the Finance Department to add an office; and

WHEREAS, there is more than enough unused space in the department to install the new office for the Human Resource Coordinator, who needs the office due to the nature of the position; and

WHEREAS, the Township has negotiated with R.H. Reinhardt Company Contractors to perform the necessary work at a price not-to-exceed \$20,000.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby authorize the Township to engage R.H. Reinhardt Co. Contractors to install the necessary office improvements to the Finance Department area of the Township Building at a price not-to-exceed \$20,000.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 9th day of September, 2019.

RADNOR TOWNSHIP

BY: _____
Name: Lisa Borowski
Title: President

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

Radnor Township

PROPOSED LEGISLATION

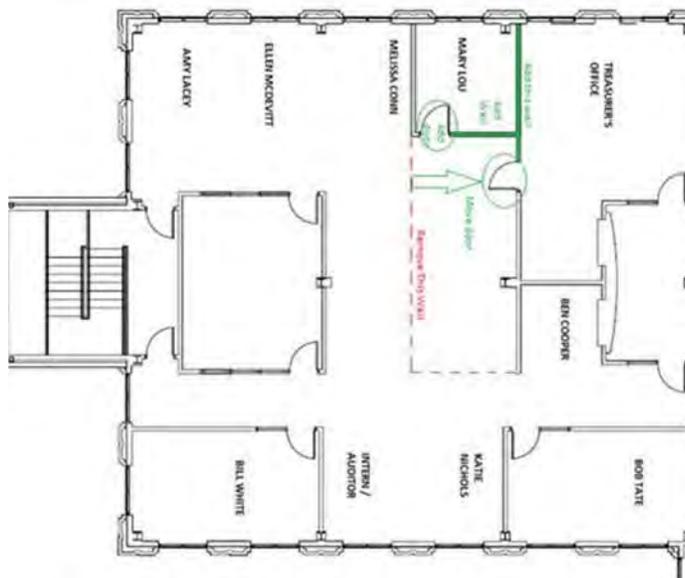


DATE: August 30, 2019
TO: Board of Commissioners
FROM: William M. White, Assistant Township Manager and Finance Director 

LEGISLATION: Resolution 2019-56 authorizing the office reconfiguration in the Finance Department to include a new office for the Human Resource Coordinator at a price not-to-exceed \$20,000.

LEGISLATIVE HISTORY: The Board of Commissioners adopted Ordinance 2019-07 authorizing the issuance of non-electoral debt to fund approximately \$7.3 million in capital improvements. This project was identified as one of those improvements and is part of the \$200,000 budgeted from those borrowed funds.

PURPOSE AND EXPLANATION: In 2017, the Township Administration moved from the main area at the top-middle of the 2nd floor of the Township when it leased the space to PAISBOA, who needed more space. In 2019, the Township hired a new Public Information Officer that is part of the Administration Department. As a result, the Administration is short one office. To solve the issue, this legislation proposes that an office is installed in the [currently unused] area of the Finance Department. The engagement will include the construction of two new walls, moving the necessary lighting and sprinkler systems as well as moving the access between Finance and the Elected Treasurer to the new wall.



FISCAL IMPACT: The cost of the project was included in the \$200,000 included in the Township Building improvements with the Bonds issued under Ordinance 2019-07 and will not-exceed \$20,000.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the September 9, 2019 Board of Commissioner meeting.

RESOLUTION NO. 2019-68

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO PURCHASE AND INSTALL HIGH DENSITY DOCUMENT STORAGE SYSTEM IN THE TOWNSHIP BUILDING BASEMENT

WHEREAS, The Board of Commissioners adopted Ordinance 2019-07 authorizing the issuance of debt sufficient to fund approximately \$7.3 million in various capital improvements, including this purchase; and

WHEREAS, the current condition of the documents and storage in the Township Building basement has been deemed inefficient, outdated, unorganized, and unsafe; and

WHEREAS, the Township has identified high density storage equipment for purchase from the Pennsylvania COSTARS cooperative purchasing program; and

WHEREAS, the Township has negotiated with Improved Office Systems Inc to coordinate the purchase and perform the installation of the necessary equipment at a total price not-to-exceed \$109,835.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby authorize the Township to purchase the following items from COSTARS Contract #035-036 and to engage Improved Office Systems Inc for the installation of at a net price not-to-exceed \$109,835:

- x1 stationary single face 15” deep carriage with tops
- x13 double face mobile carriages 30” deep (2 carriages w tops) and carriage 3 with back panels and handle lock on #2 and 3 carriages for police records.
- x1 double face mobile carriage 36” deep
- x1 stationary single face carriage 36” deep

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 9th day of September, 2019.

RADNOR TOWNSHIP

BY:

Name: Lisa Borowski
Title: President

ATTEST:

Name: Robert A. Zienkowski
Title: Township Manager / Secretary

Radnor Township

PROPOSED LEGISLATION



DATE: August 30, 2019
TO: Board of Commissioners
FROM: William M. White, Assistant Township Manager and Finance Director 

LEGISLATION: Resolution 2019-68 authorizing the purchase and installation of a high-density storage system in the Township Building basement.

LEGISLATIVE HISTORY: The Board of Commissioners adopted Ordinance 2019-07 authorizing the issuance of non-electoral debt to fund approximately \$7.3 million in capital improvements. This project was identified as one of those improvements and is part of the \$200,000 budgeted from those borrowed funds.

PURPOSE AND EXPLANATION: The current condition of the basement storage area is inefficient, outdated, unorganized, and unsafe. The Township has had several near misses with regard to falling boxes and falling filing cabinets. Further, record boxes are unmarked and unorganized. To remedy the problem, the proposed high-density storage system will consolidate space by installing new mobile (on tracks) open-face filing cabinets. The project will require departments to re-box, reorganize, label and move all stored documents to the new system.

FISCAL IMPACT: The cost of the system will be \$109,835 and will be paid from the newly issued bond proceeds. Recall that the Board included \$200,000 in the bond for this project, as well as reconfiguration of the Finance Department and Codes/ Engineering window.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the September 9, 2019 Board of Commissioner meeting.

RESOLUTION NO. 2019-80

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, AWARDED
THE SKUNK HOLLOW SANITARY SEWER TRUNK LINE REPLACEMENT
CONTRACT TO MAYFIELD SITE, INCORPORATED, IN THE AMOUNT OF
\$398,679.01**

WHEREAS, Radnor Township solicited sealed bids for the replacement of approximately 950 linear feet of sanitary sewer trunk line, manholes, tree removal and replacement, and concrete encasement of a stream crossing

WHEREAS, sealed bids were received via Penn BID eBidding site, and the lowest responsible bidder is Mayfield Site Contractors, Incorporated, in the amount of \$398,679.01

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Award the Skunk Hollow Sanitary Sewer Trunk Line Replacement Contract to Mayfield Site, Incorporated, in the Amount of \$398,679.01

SO RESOLVED this 9th day of September, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: September 3rd, 2019

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Township Manager/Finance Director
Dennis Capella, Engineering Project Manager
Melissa Conn, Administrative Services Coordinator

LEGISLATION: Resolution #2019-80 - Awarding the Skunk Hollow Sanitary Sewer Trunk Line Replacement Contract to Mayfield Site, Incorporated, in the Amount of \$398,679.01

LEGISLATIVE HISTORY: The Board of Commissioners previously approved the design portion of this project.

PURPOSE AND EXPLANATION: The Skunk Hollow Trunk line was previously repaired on an emergency basis. The repair was temporary; the leaks were stopped but the exposed stream crossing has to be removed, replaced, and lowered. While lowering the stream crossing, lines above and below this area had to have their grade changed. In total, 950 LF of aging trunk line will be replaced as part of this project. The bid tabulation is as follows:

Mayfield Site Contractors, Incorporated:	\$398,679.01
A.J. Jurich, Incorporated:	\$1,939,729.00

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, notice of award will be provided to the contractor. Upon Melissa Conn receiving all required documents, she will issue the Notice to Proceed. The contractor has 120 days from the Notice to Proceed to complete the project.

FISCAL IMPACT: This project is to be funded by capital fund.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners Award the Skunk Hollow Sanitary Sewer Trunk Line Replacement Contract to Mayfield Site, Incorporated, in the Amount of \$398,679.01*

RESOLUTION NO. 2019-85

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZING THE TOWNSHIP MANAGER
TO EXECUTE ALL DOCUMENTS RELATED TO THE
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION,
TRANSPORTATION ALTERNATIVE PROGRAM (TAP)
REIMBURSEMENT AGREEMENT - R19060020 (RADNOR TRAIL) –
AND SIGN THIS AGREEMENT
ON BEHALF OF RADNOR TOWNSHIP**

WHEREAS, Radnor Township wishes to expand and enhance its Radnor Trail system, including connections to Southeastern Pennsylvania Transportation Authority stations. These connections include: (1) to the northern trail section at the West Wayne Preserve from downtown Wayne; (2) to the central trail section at the current termination at Radnor Chester Road from the Radnor Station; and (3) to the southern trail section at the Haverford Township line at Bryn Mawr Avenue along South Ithan Avenue from the Villanova Station.

WHEREAS, Simone Collins, Inc. is currently in the final stages of the design of this project with an estimated project construction cost of \$1,600,000.

WHEREAS, Radnor Township wishes to utilize a Pennsylvania Department of Transportation (PennDOT) TAP grant to fund \$1,000,000 of the cost of construction of this project.

WHEREAS, TAP requires a PennDOT Reimbursement Agreement and associated documents, to be executed by a Township official, to receive payments from the grant.

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize and direct the Township Manager to execute all documents related to the Reimbursement Agreement – R19060029 (Radnor Trail) and sign this Agreement on behalf of the Township.

SO RESOLVED this 9th day of September, A.D., 2019.

RADNOR TOWNSHIP

By: _____

Name: Lisa Borowski

Title: President

ATTEST:

Robert A. Zienkowski
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: September 9, 2019

TO: Radnor Township Board of Commissioners

FROM: Dennis Capella, Engineering Project Manager

CC: Robert A. Zienkowski, Township Manager
William M. White, Finance Director/Assistant Manager
Stephen F. Norcini, P.E., Township Engineer

LEGISLATION: Resolution #2019-85: Authorizing the Township Manager to Execute All Documents Related to the Pennsylvania Department of Transportation, Transportation Alternative Program (TAP) Reimbursement Agreement - R19060020 (Radnor Trail) and Sign this Agreement on Behalf of Radnor Township

LEGISLATIVE HISTORY: At the regularly scheduled May 8, 2017 Board of Commissioners meeting, Simone Collins, Inc was authorized to provide design services for the Radnor Transportation Alternative Program (TAP) Trail. TAP is a federally-funded program through the Pennsylvania Department of Transportation and the Delaware Valley Regional Planning Commission (DVRPC).

PURPOSE AND EXPLANATION: The Radnor TAP Trail includes connections to Southeastern Pennsylvania Transportation Authority (SEPTA) stations. These connections include: (1) to the northern trail section at the West Wayne Preserve from downtown Wayne generally using existing sidewalks and on-road trails; (2) to the central trail section at the current termination at Radnor Chester Road from the Radnor Station around the perimeter of the Radnor High School campus; and (3) to the southern trail section at the Haverford Township line at Bryn Mawr Avenue along South Ithan Avenue from the Villanova Station. Simone Collins, Inc. is currently in the final stages of the design of the project with an estimated construction cost of \$1,600,000 to be funded in part with a \$1,000,000 TAP grant. TAP requires a PennDOT Reimbursement Agreement and associated documents, executed by a Township official, to receive payments from the grant.

IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, the Reimbursement Agreement will be finalized with PennDOT and subsequently executed by the Township Manager. Upon completion of the design, the project construction will be bid through the PennDOT system. The request to award will be back before the Commissioners. During construction of the project, the Reimbursement Agreement System (RAS) will be utilized to request and receive reimbursements of project costs.

FISCAL IMPACT: The total project cost is estimated at \$2,200,000 to be funded by the \$1,000,000 TAP grant; Commonwealth of Pennsylvania funding including \$500,000 from the Department of Conservation and Natural Resources and \$225,000 from the Department of Community and Economic Development; and the remaining \$475,000 with Township funds.

RECOMMENDED ACTION: *Staff requests the Board of Commissioners of Radnor Township to authorize and direct the Township Manager to execute all documents related to the Reimbursement Agreement – R19060029 (Radnor Trail) and sign this Agreement on behalf of the Township.*

RESOLUTION NO. 2019-86

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, AUTHORIZING THE PAYMENT OF CHANGE ORDERS 6,7 & 8, FOR THE RADNOR TAP TRAIL, TO SIMONE COLLINS IN THE AMOUNT OF \$32,699

WHEREAS, Out of scope survey and design has resulted in additional cost for the Radnor TAP Trail

WHEREAS, the additional costs are:

CO #	Cost (\$)	Description
6	5,798	Additional survey work for SWM system design by the Radnor HS
7	14,401	Additional engineering for the TAP trail in the West Wayne Preserve
8	12,800	Additional survey and R.O.W. required by Penn DOT
	32,999	TOTAL Cost of Change Orders 6, 7, & 8

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Payment of Change Orders 6,7 & 8, for the Radnor TAP Trail, to Simone Collins in the Amount of \$32,999

SO RESOLVED this 9th day of September, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: September 3rd, 2019

TO: Radnor Township Board of Commissioners

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

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

LEGISLATION: Resolution #2019-86 - Authorizing the Payment of Change Orders 6,7 & 8, for the Radnor TAP Trail, to Simone Collins in the Amount of \$32,999

LEGISLATIVE HISTORY: These specific change orders have not been before the Commissioners previously; Change Orders 1 through 5 have been approved by the Board.

PURPOSE AND EXPLANATION: The Radnor TAP Trail lead design consultant has requested the payment for out of scope work as noted in the following Change Orders:

CO #	Cost (\$)	Description
6	5,798	Additional survey work for SWM system design by the Radnor HS
7	14,401	Additional engineering for the TAP trail in the West Wayne Preserve
8	12,800	Additional survey and R.O.W. required by Penn DOT
	32,999	TOTAL Cost of Change Orders 6, 7, & 8

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, a requisition will be entered into the financial system, and the Change Orders will be signed.

FISCAL IMPACT: This project funded by grants and the capital fund, in the amount of \$32,699.

RECOMMENDED ACTION: *It is requested the Board of Commissioners Authorize the Payment of Change Orders 6,7 & 8, for the Radnor TAP Trail, to Simone Collins in the Amount of \$32,999*



DEP Code No.
1-23013-251-3J

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (~~SUPERVISORS~~) (COMMISSIONERS) (~~COUNCILMEN~~) of Radnor Township
(TOWNSHIP) (~~BOROUGH~~) (CITY), Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Edward F. McGinley III has proposed the development of a parcel of land identified as
land developer

#741 Newtown Road - McGinley Tract, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify) _____

WHEREAS, Radnor Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (~~Supervisors~~) (Commissioners) (~~Councilmen~~) of the (Township) (~~Borough~~) (City) of Radnor Township hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, _____
(Signature) Commissioners

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (City) Resolution # _____, adopted, September 9, 2019.

Municipal Address:

Radnor Township Municipal Building

301 Iven Avenue

Wayne, PA 19087

Telephone 610-688-5600

Seal of
Governing Body

Radnor Township
PROPOSED LEGISLATION

DATE: September 3rd, 2019

TO: Radnor Township Board of Commissioners

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

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

LEGISLATION: Resolution #2019-48 - McGinley Subdivision Planning Module

LEGISLATIVE HISTORY: This Planning Module was previously approved by the Board of Commissioners on April 24th, 2017.

PURPOSE AND EXPLANATION: The applicant did not respond in a timely enough manner to DEP's comments in 2017. Due to that time lag, the DEP has required that a new Resolution was required.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the Resolution will be signed, and forwarded to the applicant for submission to DEP.

FISCAL IMPACT: There is no fiscal impact to the Township.

RECOMMENDED ACTION: *Staff respectfully requests the Board of Commissioners of Radnor Township approve Resolution 2019-48, the McGinley Subdivision Sewage Facilities Planning Module.*

Enclosure: McMahon & Associates Cost Proposal



Excellence Delivered **As Promised**

MEMORANDUM

Date: August 5, 2019

To: Steve Norcini, PE – Township Engineer

From: Roger Phillips, PE

cc: Robert Zienkowski – Township Manager
Kevin W. Kochanski, RLA, CZO – Director of Community Development
John Rice, Esq – Grim, Biehn, and Thatcher
Amy Kaminski, PE – Gilmore and Assoc.

RE: McGinley Subdivision
Sewage Facilities Planning Module

The applicant for the above project has prepared a revised Sewage Facilities Planning Module to be re-submitted to the PA DEP that addresses the PA DEP comments dated May 16, 2017. This Sewage Facilities Planning Module was previously approved by the Board of Commissioners on April 24, 2017. The PA DEP issued comments on May 16th, 2017. The applicant did not respond in a timely manner. On April 5, 2018 the PADEP issued an additional letter stating a once the planning module revisions are complete, a new resolution of adoption is required by the municipality.

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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, appearing to read "R. Phillips", is written over the printed name.

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





April 5, 2018

Mr. Robert Zienkowski, Manager
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

Re: Planning Module for Land Development
McGinley Subdivision
DEP Code No. 1-23013-251-3J
APS ID 940893 Site ID 822733
Radnor Township
Delaware County

Dear Mr. Zienkowski:

The Department of Environmental Protection (DEP) is no longer reviewing the planning module application, received on May 3, 2017. DEP has not received a resubmission in response to our review letter of May 16, 2017 which indicated that the planning module was incomplete. A copy of our May 16, 2017 letter is attached.

DEP may act only upon complete Sewage Facilities Planning Modules in accordance with the Pennsylvania Code, Title 25, Section 71.54, 25 Pa. Code § 71.54. The Pennsylvania Code, Title 25, Section 71.53(b), 25 Pa. Code § 71.53(b), requires municipalities to review Sewage Facilities Planning Modules for completeness. Only complete planning modules can be officially adopted by the municipality and submitted to the Department. Once the planning module is complete, a new resolution of adoption by the municipality is required.

The municipality may not issue any building permits for this property until the Act 537 sewage facilities planning has been completed and approved by the Department.

If there are any questions concerning the information required, please contact me at 484.250.5186 or at SteRittenh@pa.gov and reference the above project name and code number.

Sincerely,



Stefanie Rittenhouse
Sewage Planning Specialist 2
Clean Water

Enclosures: May 16, 2017 letter

cc: Delaware County Planning Department
Mr. McGinley
G.D. Houtman & Son, Inc.
RHM
Mr. Fulton - Springfield Township
Mr. Lutz - Upper Darby Township
DCJA
DELCORA
Mr. Ponert-City of Philadelphia Water Department
Planning Section
Re 30 (GJE18CLW)095-13

May 16, 2017

Mr. Robert Zienkowski, Manager
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

Re: Planning Module for Land Development
McGinley Subdivision
DEP Code No. 1-23013-251-3J
APS ID 940893, SITE ID 822733
Radnor Township
Delaware County

Dear Mr. Zienkowski:

The Department of Environmental Protection (DEP) has reviewed the above-referenced application and has identified the following administrative and technical deficiencies. The items are based on applicable laws and regulations, and the guidance sets forth DEP's preferred means of satisfying applicable regulatory requirements.

Administrative Deficiency

1. All the applicable boxes in Paragraph (i) of the Transmittal Letter have not been completed. Please note that there are *3 sets of boxes* to be completed.
2. Please provide a site plan that shows the previous 6-lot configuration.
3. Please provide a larger site plan that clearly shows the following as required by Section G.3. of the Component 3 Planning Module:
 - a. Proposed buildings;
 - b. Existing and proposed sewer lines and how each dwelling will connect;
 - c. Location of the existing water supply;
 - d. Existing and proposed right of ways;
4. Please provide the following information for Section J:

9. In Section J.3.a. of the planning module, Upper Darby Township marked the box indicating that the proposed development will create a hydraulic overload within 5 years in their conveyance system. DEP is not aware of any overloaded conveyance facilities in Upper Darby Township. Please identify the locations of the overloaded facilities in Upper Darby Township.

All resubmissions must be submitted by the municipality, and all deficiency items must be submitted together. A cover letter signed by the municipal secretary will be accepted by DEP as documentation that the municipality has determined the resubmission to be consistent with Act 537 sewage planning requirements. Please provide responses to all of the comments above by July 17, 2017. Please note that DEP's review period of 60 days does not start until a complete submission is received. Please note that we cannot accept electronic submissions at this time. All submissions must be made via hardcopy.

If you believe that any of the stated deficiencies are not significant, instead of submitting a response to that deficiency, you have the option of asking DEP to make a decision based on the information with regard to the subject matter of that deficiency that you have already made available. If you choose this option with regard to any deficiency, you should explain and justify how your current submission satisfies that deficiency. Please keep in mind that if you fail to respond, your application may be denied.

If you have any questions or concerns regarding the identified deficiencies, please contact me at 484.250.5186 or at SteRittenh@pa.gov.

Sincerely,



Stefanie Rittenhouse
Sewage Planning Specialist 2
Clean Water

cc: Delaware County Planning Department
Mr. McGinley
G.D. Houtman & Son, Inc.
RHM
Mr. Fulton - Springfield Township
Mr. Lutz - Upper Darby Township
DCJA
DELCORA
Mr. Ponert-City of Philadelphia Water Department
Planning Section
Re 30 (GJE17CLW)136

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (~~SUPERVISORS~~) (COMMISSIONERS) (~~COUNCILMEN~~) of Radnor Township
(TOWNSHIP) (~~BOROUGH~~) (CITY), Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Edward F. McGinley III has proposed the development of a parcel of land identified as
land developer

#741 Newtown Road - McGinley Tract, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify) _____

WHEREAS, Radnor Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (~~Supervisors~~) (Commissioners) (~~Councilmen~~) of the (Township) (~~Borough~~) (City) of Radnor Township hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary,
(Signature) Commissioners

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (City) Resolution # _____, adopted, September 9, 2019.

Municipal Address:

Radnor Township Municipal Building

301 Iven Avenue

Wayne, PA 19087

Telephone 610-688-5600

Seal of

Governing Body



**TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #
1-23013-251-3J				

TO: Approving Agency (DEP or delegated local agency)
PA DEP
2 East Main Street
Norristown, PA 19401

Date April 24, 2017

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Stephen J. Wasylyszyn, PLS
(Name)
G. D. Houtman & Son, Inc, project Engineering Consultants for Edward F. McGinley III
(Title) (Name)
 a subdivision, commercial, or industrial facility located in Radnor Township
Delaware County.
(City, Borough, Township)

Check one

(i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed revision supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is adopted for submission to DEP transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the *Pennsylvania Sewage Facilities Act* (35 P.S. §750),

OR

(ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

Check Boxes

- Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- Other (attach additional sheet giving specifics).

Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Resolution of Adoption | <input checked="" type="checkbox"/> 3 Sewage Collection/Treatment Facilities | <input checked="" type="checkbox"/> 4A Municipal Planning Agency Review |
| <input checked="" type="checkbox"/> Module Completeness Checklist | <input type="checkbox"/> 3s Small Flow Treatment Facilities | <input checked="" type="checkbox"/> 4B County Planning Agency Review |
| <input type="checkbox"/> 2 Individual and Community Onlot Disposal of Sewage | | <input type="checkbox"/> 4C County or Joint Health Department Review |

Robert Zirkowski
 Municipal Secretary (print)

Signature

4/24/17

Date



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

DEP Code #:
1-23013-251-3J

**SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW**

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the existing local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of Instructions)

Project Name

Edward F. McGinley III

SECTION B. REVIEW SCHEDULE (See Section B of Instructions)

1. Date plan received by municipal planning agency. March 15, 2017
2. Date review completed by agency. April 3, 2017

SECTION C. AGENCY REVIEW (See Section C of Instructions)

- | Yes | No | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, <i>et seq.</i>)? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Is this proposal consistent with the comprehensive plan for land use?
If no, describe the inconsistencies _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Is this proposal consistent with the use, development, and protection of water resources?
If no, describe the inconsistencies _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Does this project propose encroachments, obstructions, or dams that will affect wetlands?
If yes, describe impacts _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. Will any known historical or archaeological resources be impacted by this project?
If yes, describe impacts _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. Will any known endangered or threatened species of plant or animal be impacted by this project?
If yes, describe impacts _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. Is there a municipal zoning ordinance? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. Is this proposal consistent with the ordinance?
If no, describe the inconsistencies _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10. Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. Have all applicable zoning approvals been obtained? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. Is there a municipal subdivision and land development ordinance? |

SECTION C. AGENCY REVIEW (continued)		
Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Is this plan consistent with the municipal Act 637 Official Sewage Facilities Plan? If no, describe the inconsistencies _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, is the proposed waiver consistent with applicable ordinances?
17. Name, title and signature of planning agency staff member completing this section:		
Name: <u>Kathy Bogosian</u>		
Title: <u>Chair Person</u>		
Signature: <u>[Handwritten Signature]</u>		
Date: <u>04/03/2017</u>		
Name of Municipal Planning Agency: <u>Radnor Township Planning Commission</u>		
Address: <u>301 Iven Avenue, Wayne, PA 19087</u>		
Telephone Number: <u>610-688-5600</u>		
SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)		
This Component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are desired, attach additional sheets.		
The planning agency must complete this Component within 60 days.		
This component and any additional comments are to be returned to the project sponsor.		



DELAWARE COUNTY PLANNING COMMISSION

COURT HOUSE/GOVERNMENT CENTER
201 W. Front St. Media, PA 19063

COUNCIL

MARIO J. CIVERA, JR.
CHAIRMAN

COLLEEN P. MORRONE
VICE CHAIRMAN

JOHN P. McBLAIN
DAVID J. WHITE
MICHAEL F. CULP

Robert A. Zienkowski, Manager
Radnor Township
301 Iven Avenue
Wayne, PA 19087

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

May 24, 2016

PLANNING COMMISSION

THOMAS J. O'BRIEN, AIA
CHAIRMAN

THOMAS J. JUDGE
VICE CHAIRMAN

KENNETH J. ZITARELLI
SECRETARY

LINDA F. HILL
DIRECTOR

RE: Act 537 Review
Edward F. McGinley Subdivision
Radnor Township
1-23013-251-3J

Dear Mr. Zienkowski:

The Delaware County Planning Department (DCPD) has completed its review of the planning module for the Edward F. McGinley subdivision. The applicant proposes to reverse subdivide six existing lots into three lots, one of which will contain an existing dwelling. The resultant subdivision will create two residentially developable lots that will generate 2 EDUs and a sewage flow of approximately 525 gpd (the existing dwelling is currently served by public utilities). Sewerage will be conveyed by the Radnor Haverford Marple Sewer Authority and processed by the Philadelphia Southwest Water Pollution Control Plant. DCPD has no objection to the proposed method of wastewater disposal.

Enclosed is the completed DEP Component 4 County Planning Agency Review Form.

If you have any questions or require additional information please do not hesitate to contact me at (610) 891-5215.

Sincerely,

Michael A. Leventry
Environmental Planner

Enclosures: (1) Completed DEP Review Form

cc: PA Department of Environmental Protection
G.D. Houtmann & Son, Inc.
Edward F. McGinley





**SEWAGE FACILITIES PLANNING MODULE
 COMPONENT 4B - COUNTY PLANNING AGENCY REVIEW
 (or Planning Agency with Areawide Jurisdiction)**

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning package and one copy of this *Planning Agency Review Component* should be sent to the existing county planning agency or planning agency with areawide jurisdiction for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Edward F. McGinley Subdivision

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by county planning agency. May 9, 2016
2. Date plan received by planning agency with areawide jurisdiction N/A
 Agency name _____
3. Date review completed by agency May 24, 2016

SECTION C. AGENCY REVIEW (See Section C of instructions)

- | Yes | No | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Is there a county or areawide comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101 <i>et seq.</i>)? <i>Delaware County 2035 was adopted on November 27, 2013. Responses to #2, #3, #4, & #5 are based on this plan.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Is this proposal consistent with the comprehensive plan for land use? _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Does this proposal meet the goals and objectives of the plan? _____
If no, describe goals and objectives that are not met _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Is this proposal consistent with the use, development, and protection of water resources?
If no, describe inconsistency _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Is this proposal consistent with the county or areawide comprehensive land use planning relative to Prime Agricultural Land Preservation?
If no, describe inconsistencies: _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. Does this project propose encroachments, obstructions, or dams that will affect wetlands? <i>Response based on information contained in the National Wetlands Inventory Maps and review of the site development plan.</i>
If yes, describe impact _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. Will any known historical or archeological resources be impacted by this project? <i>Response based on information contained in the Delaware County Preservation Planning files and documents.</i>
If yes, describe impacts _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 8. Will any known endangered or threatened species of plant or animal be impacted by the development project? <i>Response based on information from the Natural Heritage Inventory of Delaware County.</i> _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. Is there a county or areawide zoning ordinance? |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Does this proposal meet the zoning requirements of the ordinance?
If no, describe inconsistencies <u>Not applicable.</u> |

Yes	No	SECTION C. AGENCY REVIEW (continued)	
<input type="checkbox"/>	<input type="checkbox"/>	11.	Have all applicable zoning approvals been obtained? <u>Unknown, subject to municipal approval.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12.	Is there a county or areawide subdivision and land development ordinance? <u>The Delaware County Subdivision & Land Development Ordinance is used by some, but not all municipalities. It is not applicable to this municipality.</u>
<input type="checkbox"/>	<input type="checkbox"/>	13.	Does this proposal meet the requirements of the ordinance? <u>Not applicable.</u> If no, describe which requirements are not met <u>Not applicable.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14.	Is this proposal consistent with the municipal Act 537 Official Sewage Facilities Plan? If no, describe inconsistency _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15.	Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.	Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision? _____
<input type="checkbox"/>	<input type="checkbox"/>		If yes, is the proposed waiver consistent with applicable ordinances. If no, describe the inconsistencies <u>Not applicable.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.	Does the county have a stormwater management plan as required by the Stormwater Management Act? <u>Only for the Ridley, Chester, Darby, and Crum Creek watersheds. This project is located in the Darby Creek watershed.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		If yes, will this project plan require the implementation of storm water management measures? _____
18. Name, Title and signature of person completing this section:			
Name: <u>Michael A. Leventry</u>			
Title: <u>Environmental Planner</u> Signature: 			
Date: <u>May 24, 2016</u>			
Name of County or Areawide Planning Agency: <u>Delaware County Planning Department</u>			
Address: <u>Court House & Government Center, 201 W. Front Street, Media, PA 19063</u>			
Telephone Number: <u>610-891-5215</u>			

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This Component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this Component within 60 days.

This Component and any additional comments are to be returned to the applicant.

PLANNING MODULES

Prepared for

**McGinley Tract
#741 Newtown Road**

Code No. 1-23013-251-3J

Radnor Township
Delaware County, Pa.

Prepared by
G.D. Houtman & Son, Inc.
139 East Baltimore Pike
Media, Pa 19063

April 5, 2017
Revised June 13, 2019

FLOW CHART SUMMARY

See individual signoffs and signatures included in Planning Module

gpd = gallons per day

MGD = Million Gallons per Day

	a. Design and/or Permitted Capacity		b. Present Flows		c. Projected Flows in 5 years (2 years for P.S.)		Sign off	Flow Table
	Average	Peak	Average	Peak	Average	Peak	Page	Page
Radnor Township	180,000 gpd	450,000 gpd	40,000 gpd	100,000 gpd	40,525 gpd	101,313 gpd	6	6
RHM	16.8 MGD	20.0 MGD	6.0 MGD	6.5 MGD	10.0 MGD	15.0 MGD	7	8
Springfield Twp.	16.8 MGD	22.6 MGD	13.37 MGD	23.37 MGD	13.3 MGD	22.0 MGD	10	9
Upper Darby Twp	16.8 MGD	22.6 MGD	13.4 MGD	23.4 MGD	13.3 MGD	22.0 MGD	12 & 12A	11
DCJA	21.7 MGD	29.6 MGD	21.5 MGD	29.5 MGD	21.5 MGD	29.4 MGD	14	13
DELCORA	30.0 MGD	60.0 MGD	18.3 MGD	56.27 MGD	19.3 MGD	59.9 MGD	16	15
*City of Philadelphia	200 MGD	400 MGD	165.6 MGD	186.4 MGD	172.9 MGD	196 MGD	7	6

*MGD Philadelphia SWWPCP



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

Code No.
1-23013-251-3J

SEWAGE FACILITIES PLANNING MODULE

Component 3. Sewage Collection and Treatment Facilities

(Return completed module package to appropriate municipality)

DEP USE ONLY

DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH ID #
------------	-------------	-----------	----------	-----------

This planning module component is used to fulfill the planning requirements of Act 537 for the following types of projects: (1) a subdivision to be served by sewage collection, conveyance or treatment facilities, (2) a tap-in to an existing collection system with flows on a lot of 2 EDU's or more, or (3) the construction of, or modification to, wastewater collection, conveyance or treatment facilities that will require DEP to issue or modify a Clean Streams Law permit. Planning for any project that will require DEP to issue or modify a permit cannot be processed by a delegated agency. Delegated agencies must send their projects to DEP for final planning approval.

This component, along with any other documents specified in the cover letter, must be completed and submitted to the municipality with jurisdiction over the project site for review and approval. All required documentation must be attached for the Sewage Facilities Planning Module to be complete. Refer to the instructions for help in completing this component.

REVIEW FEES: Amendments to the Sewage Facilities Act established fees to be paid by the developer for review of planning modules for land development. These fees may vary depending on the approving agency for the project (DEP or delegated local agency). Please see section R and the instructions for more information on these fees.

NOTE: All projects must complete Sections A through I, and Sections O through R. Complete Sections J, K, L, M and/or N if applicable or marked .

A. PROJECT INFORMATION (See Section A of instructions)

1. Project Name Edward F. McGinley III

2. Brief Project Description Combining six existing Lots, one containing a dwelling and five vacant Lots. The new larger tract will be than be Subdivided into THREE lots. Lot #2 will contain the existing improvements and Lots #1 and 3 will be revised larger Lots for building purposes. There will be a reduction of THREE building lots with this Subdivision .

B. CLIENT (MUNICIPALITY) INFORMATION (See Section B of instructions)

Municipality Name	County	City	Boro	Twp
Radnor Township	Delaware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
Zienkowski	Robert			Manager
Additional Individual Last Name	First Name	MI	Suffix	Title
Municipality Mailing Address Line 1	Mailing Address Line 2			
301 Iven Avenue				
Address Last Line --- City	State	ZIP+4		
Wayne	Pa	19087		
Area Code + Phone + Ext.	FAX (optional)	Email (optional)		
610-688-5600				

C. SITE INFORMATION (See Section C of instructions)

Site (Land Development or Project) Name

Edward F. McGinley III

Site Location Line 1

741 Newtown Road

Site Location Line 2

Site Location Last Line -- City

Villanova

State

Pa

ZIP+4

19085

Latitude

40-01-20

Longitude

75-22-20

Detailed Written Directions to Site From the intersection of Sproul Road Rt 320 and Conestoga Road travel south on Sproul Road Rt 320 for approx. 0.75 mi. to the tee intersection with Camp Woods Road. Turn right (west) onto Camp Woods Road and travel approx. 750 ft to the tee intersection with Camp Woods Circle. Turn right (north) onto Camp Woods Circle. The site is located at the end of the cul-de-sac.

Description of Site The site contains a former horse stable, which has been converted to a dwelling and a inground swimming pool. It has driveway access onto Camp Woods Circle and Newtown Road

Site Contact (Developer/Owner)

Last Name

McGinley

First Name

Edward

MI

F

Suffix

Phone

610-525-4344

Ext.

Site Contact Title

Owner

Site Contact Firm (if none, leave blank)

FAX

Email

Mailing Address Line 1

741 Newtown Road

Mailing Address Line 2

Mailing Address Last Line -- City

Villanova

State

Pa

ZIP+4

19085

D. PROJECT CONSULTANT INFORMATION (See Section D of instructions)

Last Name

Houtmann

First Name

Matthew

MI

R

Suffix

Title

Project Engineer

Consulting Firm Name

G. D. HOutman & Son, Inc.

Mailing Address Line 1

139 East Baltimore Pike

Mailing Address Line 2

Address Last Line -- City

Media

State

Pa

ZIP+4

19063

Country

Email

mrh@gdhoutman.com

Area Code + Phone

610- 565-6363

Ext.

Area Code + FAX

E. AVAILABILITY OF DRINKING WATER SUPPLY

The project will be provided with drinking water from the following source: (Check appropriate box)

Individual wells or cisterns.

A proposed public water supply.

An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: Aqua Pennsylvania

F. PROJECT NARRATIVE (See Section F of instructions)

A narrative has been prepared as described in Section F of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section F of the instructions.

G. PROPOSED WASTEWATER DISPOSAL FACILITIES (See Section G of instructions)

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter 93 (relating to wastewater treatment requirements).

1. COLLECTION SYSTEM

a. Check appropriate box concerning collection system

- New collection system Pump Station Force Main Lateral Tie-in!
 Grinder pump(s) Extension to existing collection system Expansion of existing facility

Clean Streams Law Permit Number There is no Clean Stream Law permit number

b. Answer questions below on collection system

Number of EDU's and proposed connections to be served by collection system. EDU's 2

Connections 2

Name of:

existing collection or conveyance system RADNOR TOWNSHIP

owner RADNOR TOWNSHIP

existing interceptor RHM INTERCEPTOR

owner RHM AUTHORITY

2. WASTEWATER TREATMENT FACILITY

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter(s) 91 (relating to general provisions), 92 (relating to national Pollution Discharge Elimination System permitting, monitoring and compliance) and 93 (relating to water quality standards).

a. Check appropriate box and provide requested information concerning the treatment facility

- New facility Existing facility Upgrade of existing facility Expansion of existing facility

Name of existing facility PHILA. SWWPCP

NPDES Permit Number for existing facility 26671

Clean Streams Law Permit Number 5173401

Location of discharge point for a new facility. Latitude N/A Longitude N/A

b. The following certification statement must be completed and signed by the wastewater treatment facility permittee or their representative.

As an authorized representative of the permittee, I confirm that the PHILA. SWWPCP (Name from above) sewage treatment facilities can accept sewage flows from this project without adversely affecting the facility's ability to achieve all applicable technology and water quality based effluent limits (see Section I) and conditions contained in the NPDES permit identified above.

Name of Permittee Agency, Authority, Municipality PHILA. WATER DEPT.

Name of Responsible Agent ERIC PONERT, S.E.O.

Agent Signature Eric Ponert Date 2/23/17

(Also see Section I. 4.)

G. PROPOSED WASTEWATER DISPOSAL FACILITIES (Continued)

3. PLOT PLAN

The following information is to be submitted on a plot plan of the proposed subdivision.

- a. Existing and proposed buildings.
- b. Lot lines and lot sizes.
- c. Adjacent lots.
- d. Remainder of tract.
- e. Existing and proposed sewerage facilities. Plot location of discharge point, land application field, spray field, COLDS, or LVCOLDS if a new facility is proposed.
- f. Show tap-in or extension to the point of connection to existing collection system (if applicable).
- g. Existing and proposed water supplies and surface water (wells, springs, ponds, streams, etc.)
- h. Existing and proposed rights-of-way.
- i. Existing and proposed buildings, streets, roadways, access roads, etc.
- j. Any designated recreational or open space area.
- k. Wetlands - from National Wetland Inventory Mapping and USGS Hydric Soils Mapping.
- l. Flood plains or Flood prone areas, floodways, (Federal Flood Insurance Mapping)
- m. Prime Agricultural Land.
- n. Any other facilities (pipelines, power lines, etc.)
- o. Orientation to north.
- p. Locations of all site testing activities (soil profile test pits, slope measurements, permeability test sites, background sampling, etc. (if applicable)).
- q. Soils types and boundaries when a land based system is proposed.
- r. Topographic lines with elevations when a land based system is proposed

4. WETLAND PROTECTION

YES NO

- a. Are there wetlands in the project area? If yes, ensure these areas appear on the plot plan as shown in the mapping or through on-site delineation.
- b. Are there any construction activities (encroachments, or obstructions) proposed in, along, or through the wetlands? If yes, Identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Chapter 105. Identify any project impacts on streams classified as HQ or EV and address impacts of the permitting requirements of said encroachments on the project.

5. PRIME AGRICULTURAL LAND PROTECTION

YES NO

- Will the project involve the disturbance of prime agricultural lands?
If yes, coordinate with local officials to resolve any conflicts with the local prime agricultural land protection program. The project must be consistent with such municipal programs before the sewage facilities planning module package may be submitted to DEP.
If no, prime agricultural land protection is not a factor to this project.
- Have prime agricultural land protection issues been settled?

6. HISTORIC PRESERVATION ACT

YES NO

- Sufficient documentation is attached to confirm that this project is consistent with DEP Technical Guidance 012-0700-001 *Implementation of the PA State History Code* (available online at the DEP website at www.dep.state.pa.us, select "subject" then select "technical guidance"). As a minimum this includes copies of the completed Cultural Resources Notice (CRN), a return receipt for its submission to the PHMC and the PHMC review letter.

7. PROTECTION OF RARE, ENDANGERED OR THREATENED SPECIES

Check one:

- The "Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt" resulting from my search of the PNDI database and all supporting documentation from jurisdictional agencies (when necessary) is/are attached.
- A completed "Pennsylvania Natural Diversity Inventory (PNDI) Project Planning & Environmental Review Form," (PNDI Form) available at www.naturalheritage.state.pa.us, and all required supporting documentation is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning module will be considered incomplete upon submission to the Department and that the DEP review will not begin, and that processing of my planning module will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials _____

H. ALTERNATIVE SEWAGE FACILITIES ANALYSIS (See Section H of instructions)

- An alternative sewage facilities analysis has been prepared as described in Section H of the attached instructions and is attached to this component.
The applicant may choose to include additional information beyond that required by Section H of the attached instructions.

I. COMPLIANCE WITH WATER QUALITY STANDARDS AND EFFLUENT LIMITATIONS (See Section I of instructions) (Check and complete all that apply.)

1. Waters designated for Special Protection

- The proposed project will result in a new or increased discharge into special protection waters as identified in Title 25, Pennsylvania Code, Chapter 93. The Social or Economic Justification (SEJ) required by Section 93.4c. is attached.

2. Pennsylvania Waters Designated As Impaired

- The proposed project will result in a new or increased discharge of a pollutant into waters that DEP has identified as being impaired by that pollutant. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss water quality based discharge limitations.

3. Interstate and International Waters

- The proposed project will result in a new or increased discharge into interstate or international waters. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss effluent limitations necessary to meet the requirements of the interstate or international compact.

4. Tributaries To The Chesapeake Bay

- The proposed project result in a new or increased discharge of sewage into a tributary to the Chesapeake Bay. This proposal for a new sewage treatment facility or new flows to an existing facility includes total nitrogen and total phosphorus in the following amounts: _____ pounds of TN per year, and _____ pounds of TP per year. Based on the process design and effluent limits, the total nitrogen treatment capacity of the wastewater treatment facility is _____ pounds per year and the total phosphorus capacity is _____ pounds per year as determined by the wastewater treatment facility permittee. The permittee has determined that the additional TN and TP to be contributed by this project (as modified by credits and/or offsets to be provided) will not cause the discharge to exceed the annual total mass limits for these parameters. Documentation of compliance with nutrient allocations is attached.

Name of Permittee Agency, Authority, Municipality _____

Initials of Responsible Agent (See Section G 2.b) _____

See *Special Instructions* (Form 3800-FM-BPNPSM0353-1) for additional information on Chesapeake Bay watershed requirements.

J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 525 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection	180000	450000	40000	100000	40525	101313
Conveyance						
Treatment *	<u>200</u>	<u>400</u>	<u>1656</u>	<u>186.4</u>	<u>172.9</u>	<u>196</u>

3. Collection and Conveyance Facilities * (MGD) Phila. SWWPCP

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a. YES NO This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

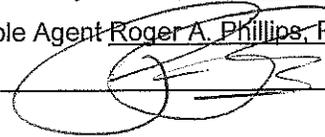
If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

- b. Collection System

Name of Agency, Authority, Municipality Radnor Township

Name of Responsible Agent Roger A. Phillips, PE Township Engineer

Agent Signature  Date _____

Agent Signature _____ Date _____

CHAPTER 94 CONSISTENCY DETERMINATION (Continued)

c. Conveyance System

Name of Agency, Authority, Municipality Radnor Haverford Marple Sewer Authority

Name of Responsible Agent David Adams

Agent Signature *David Adams*

Date 07/13/2018

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

- a. YES NO This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

b. Name of Agency, Authority, Municipality PHILA. WATER DEPT.

Name of Responsible Agent ERIC PONERT, S.E.O.

Agent Signature *Eric Ponert*

Date 2/23/17

K. TREATMENT AND DISPOSAL OPTIONS (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may NOT receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

- 1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
- 2. Recycle and reuse is proposed and the information requested in Section K.2 of the planning module instructions is attached.
- 3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
- 4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

L. PERMEABILITY TESTING (See Section L of instructions)

- The information required in Section L. of the instructions is attached.

M. PRELIMINARY HYDROGEOLOGIC STUDY (See Section M of instructions)

J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of Instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 525 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	M.G.D. a. Design and/or Permitted Capacity (gpd)		M.G.D. b. Present Flows (gpd)		c. Projected Flows in M.G.D. 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance	16.8	20.0	6.0	6.5	10.0	15.0
Treatment						

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a. YES NO This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality ~~Radnor~~ SEE 6
Name of Responsible Agent _____

J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

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- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance	16.8	22.6	13.37	23.37	13.3	22.0
Treatment						

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a. This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

J. CHAPTER 94 CONSISTENCY DETERMINATION (Continued)

c. Conveyance System

Name of Agency, Authority, Municipality Springfield Township

Name of Responsible Agent Lee Fulton, Township Manager

Agent Signature *Lee Fulton*

Date 8-27-16

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

a. This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

b. Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

K. TREATMENT AND DISPOSAL OPTIONS (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may **NOT** receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

- 1. Spray-irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
- 2. Recycle and reuse is proposed and the information requested in Section K-2 of the planning module instructions is attached.
- 3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
- 4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

L. PERMEABILITY TESTING (See Section L of instructions)

The information required in Section L of the instructions is attached.

M. PRELIMINARY HYDROGEOLOGIC STUDY (See Section M of instructions)

The information required in Section M of the instructions is attached.

J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 525 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance	16.8 MGD	22.6 MGD	13.4 MGD	23.4 MGD	13.3 MGD	22.0 MGD
Treatment						

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a. YES NO This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

- b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

SEE LETTER DATED 6/19/14 FROM UPPER DAMBY TWP DAW Lit 22

J. CHAPTER 94 CONSISTENCY DETERMINATION (Continued)

c. Conveyance System

Name of Agency, Authority, Municipality Upper Darby Township

Name of Responsible Agent Daniel R. Lutz, P.E., Township Engineer

Agent Signature *Daniel R. Lutz*

Date 8/30/16

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

a. This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

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b. Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

K. TREATMENT AND DISPOSAL OPTIONS (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may **NOT** receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

- 1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
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- 4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

L. PERMEABILITY TESTING (See Section L of instructions)

The information required in Section L of the instructions is attached.

M. PRELIMINARY HYDROGEOLOGIC STUDY (See Section M of instructions)

The information required in Section M of the instructions is attached.

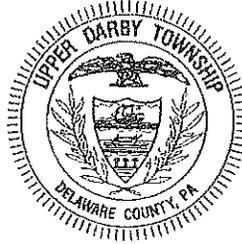
UPPER DARBY TOWNSHIP

MUNICIPAL BUILDING
100 GARRETT ROAD
UPPER DARBY, PA 19082-3135

Mayor
Thomas N. Mlcozzie

Chief Administrative Officer
Thomas J. Judge, Jr.

Township Engineer
Director, Department of Public Works
Daniel R. Lutz, P.E.



PHONE 610-734-7635
FAX 610-734-7775

June 12, 2019

Mr. Stephen J. Wasylszyn, PLS
G.D. Houtman & Son, Inc.
139 E. Baltimore Pike
Media, PA 19063

Re: Sewage Facilities Planning
741 Newtown Road
Radnor Township, Delaware County, PA

Dear Stephen,

In response to your request, this letter serves as an explanation to DEP that the "Yes" response for paragraph 3.a., on Page 6-D in my August 30, 2016 letter to you, pertained to a downstream flow condition in adjacent Springfield Township.

The Darby Creek Joint Authority letter dated May 15, 2019 from Charles J. Catania, Jr., PE, addresses the current approval process and the allocation of flows for this project.

Sincerely,

Daniel R. Lutz, P.E.
Township Engineer
Director, Department of Public Works

12 A

J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of Instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

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- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance	21699503	29669503	2150874	29540874	21469225	29439225
Treatment						

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

- YES NO
- a. This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of instructions)

c. Conveyance System

Name of Agency, Authority, Municipality DARYN CREEK JOINT AUTHORITY

Name of Responsible Agent CYNTHIA CATANIA

Agent Signature *Cynthia Catania*

Date 3/13/17

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

- a. This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

b. Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

K. TREATMENT AND DISPOSAL OPTIONS (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may NOT receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

- 1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
- 2. Recycle and reuse is proposed and the information requested in Section K-2 of the planning module instructions is attached.
- 3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
- 4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

L. PERMEABILITY TESTING (See Section L of instructions)

- The information required in Section L of the instructions is attached.

M. PRELIMINARY HYDROGEOLOGIC STUDY (See Section M of instructions)

- The information required in Section M of the instructions is attached.

Wasylyszyn Steven

From: Charles Catania <CJCJr@cataniaengineering.com>
Sent: Tuesday, March 12, 2019 4:19 PM
To: Wasylyszyn Steven
Subject: RE: Oops

You can check the box

From: Wasylyszyn Steven <sjw@gdhoutman.com>
Sent: Tuesday, March 12, 2019 3:38 PM
To: Charles Catania <CJCJr@cataniaengineering.com>
Subject: Oops

Good afternoon Charles

We have a project that for various reasons has been sitting uncompleted in Radnor Township. The project Name is Edward F. McGinley II DEP Code No. 1-23013-251-3J. The modules were submitted to DEP and they had some comments including that a box in Section 3.a was not checked. They have the letter stating no overflow but the box was unchecked. I didn't want to just merrily checked the box without your OK. Please review and advise.

Thanks
Stephen

Stephen J. Wasylyszyn, PLS
G. D. Houtman & Son, Inc.
139 East Baltimore Pike
Media, Pa 19063
Phone 610-565-6363
Fax 610-565-6976

sjw@gdhoutman.com

☒ J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 525 .gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows:

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance	30.0 MGD	60.0 MGD	18.13 MGD	56.27 MGD	19.30 MGD	59.90 MGD
Treatment						

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a. YES NO This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality Radnor Township

Name of Responsible Agent _____

Agent Signature _____ Date _____

J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of instructions)

c. Conveyance System

Name of Agency, Authority, Municipality DELCORA

Name of Responsible Agent Robert J. Willert

Agent Signature *Robert J. Willert*

Date 12/13/2016

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

- a. This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

- b. Name of Agency, Authority, Municipality Philadelphia Water Department

Name of Responsible Agent _____

Agent Signature _____

Date _____

K. TREATMENT AND DISPOSAL OPTIONS (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may NOT receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
2. Recycle and reuse is proposed and the information requested in Section K.2. of the planning module instructions is attached.
3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

L. PERMEABILITY TESTING (See Section L of instructions)

- The information required in Section L of the instructions is attached.

M. PRELIMINARY HYDROGEOLOGIC STUDY (See Section M of instructions)

- The information required in Section M of the instructions is attached.

N. DETAILED HYDROGEOLOGIC STUDY (See Section N of instructions)

The detailed hydrogeologic information required in Section N. of the instructions is attached.

O. SEWAGE MANAGEMENT (See Section O of instructions)

(1-3 for completion by the developer(project sponser), 4-5 for completion by the non-municipal facility agent and 6 for completion by the municipality)

Yes No

1. Is connection to, or construction of, a DEP permitted, non-municipal sewage facility or a local agency permitted, community onlot sewage facility proposed.

If Yes, respond to the following questions, attach the supporting analysis, and an evaluation of the options available to assure long-term proper operation and maintenance of the proposed non-municipal facilities. If No, skip the remainder of Section O.

2. Project Flows _____ gpd

Yes No

3. Is the use of nutrient credits or offsets a part of this project?

If yes, attach a letter of intent to purchase the necessary credits and describe the assurance that these credits and offsets will be available for the remaining design life of the non-municipal sewage facility;

(For completion by non-municipal facility agent)

4. Collection and Conveyance Facilities

The questions below are to be answered by the organization/individual responsible for the non-municipal collection and conveyance facilities. The individual(s) signing below must be legally authorized to make representation for the organization.

Yes No

- a. If this project proposes sewer extensions or tap-ins, will these actions create a hydraulic overload on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, a representative of the organization responsible for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with Chapter 71 §71.53(d)(3) and that this proposal will not affect that status.

- b. Collection System

Name of Responsible Organization _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

- c. Conveyance System

Name of Responsible Organization _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

5. Treatment Facility

The questions below are to be answered by a representative of the facility permittee. The individual signing below must be legally authorized to make representation for the organization.

Yes No

- a. If this project proposes the use of an existing non-municipal wastewater treatment plant for the disposal of sewage, will this action create a hydraulic or organic overload at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with §71.53(d)(3) and that this proposal will not impact that status.

b. Name of Facility _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

(For completion by the municipality)

6. The **SELECTED OPTION** necessary to assure long-term proper operation and maintenance of the proposed non-municipal facilities is clearly identified with documentation attached in the planning module package.

P. PUBLIC NOTIFICATION REQUIREMENT (See Section P of instructions)

This section must be completed to determine if the applicant will be required to publish facts about the project in a newspaper of general circulation to provide a chance for the general public to comment on proposed new land development projects. This notice may be provided by the applicant or the applicant's agent, the municipality or the local agency by publication in a newspaper of general circulation within the municipality affected. Where an applicant or an applicant's agent provides the required notice for publication, the applicant or applicant's agent shall notify the municipality or local agency and the municipality and local agency will be relieved of the obligation to publish. The required content of the publication notice is found in Section P of the instructions.

To complete this section, each of the following questions must be answered with a "yes" or "no". Newspaper publication is required if any of the following are answered "yes".

Yes No

1. Does the project propose the construction of a sewage treatment facility ?
2. Will the project change the flow at an existing sewage treatment facility by more than 50,000 gallons per day?
3. Will the project result in a public expenditure for the sewage facilities portion of the project in excess of \$100,000?
4. Will the project lead to a major modification of the existing municipal administrative organizations within the municipal government?
5. Will the project require the establishment of *new* municipal administrative organizations within the municipal government?
6. Will the project result in a subdivision of 50 lots or more? (onlot sewage disposal only)
7. Does the project involve a major change in established growth projections?
8. Does the project involve a different land use pattern than that established in the municipality's Official Sewage Plan?

P. PUBLIC NOTIFICATION REQUIREMENT cont'd. (See Section P of instructions)

- 9. Does the project involve the use of large volume onlot sewage disposal systems (Flow > 10,000 gpd)?
- 10. Does the project require resolution of a conflict between the proposed alternative and consistency requirements contained in §71.21(a)(5)(i), (ii), (iii)?
- 11. Will sewage facilities discharge into high quality or exceptional value waters?
- Attached is a copy of:
 - the public notice,
 - all comments received as a result of the notice,
 - the municipal response to these comments.
- No comments were received. A copy of the public notice is attached.

Q. FALSE SWEARING STATEMENT (See Section Q of instructions)

I verify that the statements made in this component are true and correct to the best of my knowledge, information and belief. I understand that false statements in this component are made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

Matthew R. Houtmann, PE - Consultant

Name (Print)

Matthew R. Houtmann
Signature

G. D. Houtman & Son, Inc., project Engineers

Title

5.2.16
Date

139 East Baltimore Pike, Media, Pa 19063

Address

6105656363

Telephone Number

R. REVIEW FEE (See Section R of instructions)

The Sewage Facilities Act establishes a fee for the DEP planning module review. DEP will calculate the review fee for the project and invoice the project sponsor **OR** the project sponsor may attach a self-calculated fee payment to the planning module prior to submission of the planning package to DEP. (Since the fee and fee collection procedures may vary if a "delegated local agency" is conducting the review, the project sponsor should contact the "delegated local agency" to determine these details.) Check the appropriate box.

- I request DEP calculate the review fee for my project and send me an invoice for the correct amount. I understand DEP's review of my project will not begin until DEP receives the correct review fee from me for the project.
- I have calculated the review fee for my project using the formula found below and the review fee guidance in the instructions. I have attached a check or money order in the amount of \$ 100.00 payable to "Commonwealth of PA, DEP". Include DEP code number on check. I understand DEP will not begin review of my project unless it receives the fee and determines the fee is correct. If the fee is incorrect, DEP will return my check or money order, send me an invoice for the correct amount. I understand DEP review will NOT begin until I have submitted the correct fee.
- I request to be exempt from the DEP planning module review fee because this planning module creates **only** one new lot and is the **only** lot subdivided from a parcel of land as that land existed on December 14, 1995. I realize that subdivision of a second lot from this parcel of land shall disqualify me from this review fee exemption. I am furnishing the following deed reference information in support of my fee exemption.

County Recorder of Deeds for Delaware County, Pennsylvania

Deed Volume: 6 Existing Lots REDUCING to 3 Lots Book Number 6 deeds all DB 1156
 Page Number 6 deeds starting pg 2333 to 2346 Date Recorded October 9, 1993
w/only 2 NEW CONNECTIONS AS OPPOSED TO 5 EXISTING VACANT LOTS

B01330241
not issued

28134
COMMONWEALTH LAND
TITLE INSURANCE COMPANY

DEED

THIS INDENTURE Made the 30th day of August in the year of our Lord one thousand nine hundred and ninety-three (1993)

BETWEEN EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife (hereinafter called the Grantors), of the one part, and EDWARD F. MCGINLEY, III (hereinafter called the Grantee), of the other part,

WITNESSETH, That the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) 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, executors, administrators and assigns,

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described in accordance with a Plan of Subdivision made for First Haverford Corporation by Henry S. Conroy, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania, dated September 6th, 1966 and last revised April 18th, 1967, as follows, to wit:

BEGINNING at a point in the center of the cul-de-sac, at the end of Road "B" (now called Camp Woods Circle) (Sixty feet wide), (the cul-de-sac having a diameter of One hundred twelve feet), which last mentioned point is measured the four following courses and distances along the center line of Camp Woods Circle from its intersection with the center line of Road "A" (now called Camp Woods Road) (Sixty feet wide): (1) North twenty four degrees, one minute, forty nine seconds West, Sixty nine and thirty seven one-hundredths feet; (2) on the arc of a circle curving to the right with a radius of Two hundred seventeen and fifty three one-hundredths feet, the arc distance of One hundred forty four and forty five one-hundredths feet, the chord of said arc bearing North five degrees, no minutes, twenty six seconds West, and distance being One hundred forty one and eighty one one-hundredths feet; (3) North fourteen degrees, no minutes, fifty seven seconds East, Ninety three and seventy one-hundredths feet; (4) on the arc of a circle curving to the left with a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of One hundred twenty six and eighty five one-hundredths feet, the chord of said arc bearing North seven degrees, fifty three minutes, forty five seconds East, and distance being One hundred twenty six and sixty one one-hundredths feet; thence from said first mentioned point of beginning along lots #36 and 35, on the arc of a circle curving to the left with a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of Two

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hundred forty feet, the chord of said arc bearing North nine degrees, forty eight minutes, thirteen seconds West, and distance being Two hundred thirty eight and thirty seven one-hundredths feet to a corner of lot #34 in the bed of a Twenty feet wide drainage and sewer easement; thence along lot #34, North sixty eight degrees, thirty seven minutes, one second East, Two hundred seventy five feet to a point, a corner in line of lot #29; thence along lots #29 and 30, South eleven degrees, thirty eight minutes, fourteen seconds East, One hundred fifty six and nine one-hundredths feet to a point, a corner of lot #32; thence along lot #32, the two following courses and distances: (1) South seventy six degrees, eleven minutes, twenty seconds West, Two hundred forty two and ninety one one-hundredths feet to a point; (2) on the arc of a circle curving to the right with a radius of Six hundred thirteen and seventy seven one-hundredths feet, the arc distance of One hundred twenty two and seventy one-hundredths feet, the chord of said arc bearing South four degrees, twelve minutes, twenty six seconds East, and distance of One hundred twenty two and fifty one-hundredths feet to a point in line of lot #31 and in the bed of the cul-de-sac; thence along lot #31 in the cul-de-sac, South eighty three degrees, fifty eight minutes, twenty four seconds West, Twenty and eighteen one-hundredths feet to the first mentioned point and place of beginning. Being lot #33 on said plan.

BEING Lot #33 Camp Woods Circle.

BEING Delaware County Folio No. 36-04-02098-03.

TOGETHER with and UNDER and SUBJECT to a certain 20" feet wide sanitary sewer drainage and utility easement thru and along the Southwesterly side of Lot #33 as shown on plan.

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County Delaware, Commonwealth of Pennsylvania, described in accordance with a Plan of Subdivision for First Haverford Corp., made by Henry S. Conroy, Inc., Division of Chester Valley Engineers, dated September 6, 1966 and last revised April 2, 1969 as follows, to wit:

BEGINNING at a point on the Southerly side of a Fifty foot wide right-of-way, being a Twenty foot wide extension of Atterbury Road, said point also being on the center line of a Twenty foot wide utility easement; thence leaving the bed of said utility easement and extending along Lot #29, the two following courses and distances: (1) North sixty six degrees, forty minutes, fifty seconds East, Two hundred fifty one feet to a point; (2) South thirty two degrees, nine minutes, forty six seconds East, one hundred thirty and seventy nine one-hundredths feet to a point, a corner of Lot #33; thence extending along Lot #33, South sixty eight degrees, thirty seven minutes one second West, Two hundred seventy five feet to a point in the center line of a Twenty foot wide utility easement, as aforesaid; thence extending along the same, the following two courses and

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distances: (1) on the arc of a circle, curving to the left, having a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of One and fifty nine one-hundredths feet (the chord of said arc bearing North twenty one degrees, twenty seven minutes, thirty four seconds West, for a distance of One and fifty nine one-hundredths feet) to a point of tangent and (2) North twenty one degrees, thirty two minutes, ten seconds West, One hundred eighteen and forty two one-hundredths feet to the first mentioned point and place of beginning.

BEING Lot #34 on said plan.

BEING Lot #34 Atterbury Road.

BEING Delaware County Folio No. 36-04-02044-02.

TOGETHER with and UNDER and SUBJECT to a certain twenty feet wide sanitary sewer drainage and utility easement thru and along the Southwesterly side of Lot #34 as shown on said plan.

THE Owners (and tenants, occupiers and users holding thereunder) of Lots #29, 34 and 35 shall have the right of ingress and egress to their respective lots over a common fifty feet wide right of way, being a twenty foot extension of Atterbury Road.

AS TO LOT 33 and LOT 34, BEING the same premises which John B. Flick, Jr., Widower, by Deed dated September 30, 1974 and recorded on October 4, 1974 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania, granted and conveyed unto Edward F. McGinley, III and Deborah B. McGinley, his wife, in fee.

WHEREAS, the deed from First Haverford Corporation recorded in Deed Book 2256, page 704 conveying fee title to lots 28, 29 and 34 as shown on the aforesaid Plan of Subdivision (the "Plan") provided in part: "The Owners and tenants, occupiers and users holding thereunder of lots #29, 34 and 35 shall have the right of ingress and egress to their respective lots over a common Fifty feet wide right of way, being a Twenty foot extension of Atterbury Road"; and

WHEREAS, Grantee holds fee title to said lot 35 and by virtue hereof is being vested with fee title and said lot 34. The fee owner of lot 29 and Grantee are the fee owners of all the land benefitted and burdened by said right of way, the location of which is as described on the Plan;

NOW, THEREFOR, Grantors and Grantee, for themselves, their heirs and assigns, hereby covenant, agree and declare that said right of way shall hereafter also inure to the benefit of the owners, and the tenants, occupiers and users holding thereunder, of (1) each and every lot into which all or any part or parts of said lot 29 shall now or hereafter be subdivided or from time to

time be resubdivided or combined and (2) the land described in a deed from John A. Miller and Ruth S. Miller and John B. Flick, Jr., et ux, dated May 25, 1953 and recorded May 28, 1953 in the office of the Recorder of Deeds for Delaware County, Deed Book 1701, page 4, and of each and every lot into which all or any part or parts of said land shall now or hereafter be subdivided or combined or from time to time be resubdivided or recombined."

THIS IS A CONVEYANCE BETWEEN PERSONS WHO WERE PREVIOUSLY HUSBAND AND WIFE WHO HAVE SINCE BEEN DIVORCED WHERE THE SUBJECT PROPERTY WAS ACQUIRED BY THE HUSBAND AND WIFE PRIOR TO THE GRANTING OF THE FINAL DECREE OF DIVORCE. THEREFORE THIS CONVEYANCE IS EXEMPT FROM REALTY TRANSFER TAX PURSUANT TO 72 P.S. §8102-C.3(6).

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 them, the said grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described above, together with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, executors, administrators and assigns, to and for the only proper use and behoof of the said Grantee, his heirs, executors, administrators and assigns forever.

UNDER AND SUBJECT, as aforesaid.

AND the said Grantors, for themselves and their heirs, executors, administrators and assigns do covenant, promise and agree, to and with the said Grantee, his heirs, executors, administrators and assigns, by these presents, that they, the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under him, her, them, or any of them, shall and will, subject as aforesaid, WARRANT and forever DEFEND.

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

Sealed and Delivered
IN THE PRESENCE OF US:

Edward F. McGinley, III (SEAL)
EDWARD F. MCGINLEY, III

Deborah B. McGinley (SEAL)
DEBORAH B. MCGINLEY

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STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

On this, the *1st* day of *October*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared EDWARD F. MCGINLEY, III who acknowledged that his name is subscribed to the within Deed and that he executed the same as his free act and Deed and desired that the same might be recorded as such.

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

My Commission Expires:

Charles M. Lauer
NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

On this, the *3rd* day of *August*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared DEBORAH B. MCGINLEY who acknowledged that her name is subscribed to the within Deed and that she executed the same as her free act and Deed and desired that the same might be recorded as such.

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

My Commission Expires:

Deborah B. McGinley
NOTARY PUBLIC

[NOTARIAL SEAL]

Notarial Seal
Deborah B. McGinley, Notary Public
Philadelphia, Pennsylvania County
My Commission Expires Feb 28, 1994
Member, Pennsylvania Association of Notaries

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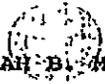
RECORDER OF DEEDS
DELAWARE CO., PA.

Thomas D. DeFuria

086776

93 OCT 12 PM 4:05

DEED



EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife

to

EDWARD F. MCGINLEY, III

*24.00
13.00
EB*

PREMISES: Lot 33 Camp Woods Circle
Lot 34 Atterbury Road
Radnor Township
Delaware County, Pennsylvania

BEING DELAWARE COUNTY FOLIO NOS. 36-04-02098-03 (Lot 33 Camp Woods Circle) and 36-04-02044-02 (Lot 34 Atterbury Road)

The address of the within named Grantees
is: 741 Newtown Road, Villanova, Pennsylvania
19085

Record and return to:
James J. Binns, Esquire
3200 Mellon Bank Center
1735 Market Street
Philadelphia, Pennsylvania 19103

✓

CLIC / # 28134

1001156 REC 2339

*DOI 3302CN
not insured*

28134
COMMONWEALTH OF PENNSYLVANIA
DEPT. OF REVENUE

DEED

THIS INDENTURE Made the *30th* day of *August* in the year of our Lord one thousand nine hundred and ninety-three (1993)

BETWEEN EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife (hereinafter called the Grantors), of the one part, and EDWARD F. MCGINLEY, III (hereinafter called the Grantee), of the other part,

WITNESSETH, That the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) 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, executors, administrators and assigns,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in accordance with a Plan of Sub-division made for First Haverford Corp., by Henry S. Conrey, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania, dated September 6th, 1966 and revised October 7th, 1966, as follows, to wit:

BEGINNING at an iron pin, a corner of land of B. Harris, on the Northeasterly side of a One hundred feet wide right of way, leading from Newtown Road to the Northwest in a Southeasterly direction, at the distance of One thousand five hundred seventy seven and seventy one one-hundredths feet measured along the Northeast side of said right of way on a course of South twenty degrees, twenty seven minutes, ten seconds East from a railroad spike in the bed of Newtown Road; thence by land of B. Harris, the two following courses and distances: (1) North sixty nine degrees, forty one minutes, forty seconds East, Two hundred forty five and eighty one one-hundredths feet to an iron pin; (2) North sixty six degrees, forty minutes, fifty seconds East, One hundred thirty seven feet to a point, a corner of lot #29 at the Southeast end of Atterbury Road, as dedicated to public use; thence along lots #29 and 34 through the center line of a Twenty feet wide utility easement, South twenty one degrees, thirty two minutes, ten seconds East, One hundred thirty eight and forty two one-hundredths feet to a point of curve; thence along lots #34, 33 and partly in the cul-de-sac at the end of Road "B", now called Camp Woods Circle, as laid out on said plan, Southeastwardly on the arc of a circle curving to the right with a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of Three hundred eight and forty three one-hundredths feet to a corner of lot #38 on said plan; thence along lot #38, the two following courses and distances: (1) North eighty one degrees, forty six minutes,

VOL 1156 PG 2340

twenty six seconds West, Two hundred thirty feet to a point (2) South ten degrees, forty three minutes, five seconds West, One hundred ninety nine and seven one-hundredths feet to a point in line of lot #21; thence partly along lot #21 and partly along lot #20 through the middle of a Fifteen feet wide sanitary sewer easement, North eighty nine degrees, thirty three minutes, forty three seconds West, One hundred twenty three and seventy one one-hundredths feet to a point, a corner of lot #41; thence along lot #41, the four following courses and distances: (1) North nine degrees, seventeen minutes, twenty eight seconds East, Eighty five and fifty one-hundredths feet to a point; (2) North nineteen degrees, thirty three minutes, thirty seconds West, Two hundred seventy feet to a point; (3) North sixty nine degrees, fifty six minutes, fifty seconds East, Sixty one and twenty five one-hundredths feet to a point; (4) North twenty degrees, twenty seven minutes, ten seconds West, One hundred and forty three one-hundredths feet to the first mentioned point and place of beginning. Containing Three and nine hundred twenty four one-thousandths acres of land. Being lots #35, 36 and 37 on said plan.

BEING Lot 35 Atterbury Road, Lot 36 Camp Woods Circle and Lot 37 Camp Woods Circle.

Lot 35 Atterbury Road being known, named and identified as Delaware County Folio No. 36-04-02044-03.

Lot 36 Camp Woods Circle being known, named and identified as Delaware County Folio No. 36-04-02098-04.

Lot 37 Camp Woods Circle being known, named and identified as Delaware County Folio No. 36-04-02098-05.

BEING the same premises which First Haverford Corporation, a Pennsylvania corporation, by Deed dated October 31, 1966 and recorded on November 1, 1966 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania in Book 2255, page 681 granted and conveyed unto Edward F. McGinley, III and Deborah B. McGinley, his, wife, in fee.

TOGETHER WITH the following easement and subject to the obligation provided hereafter which said obligations the grantee by acceptance and recording of this Deed undertakes, as follows:

The Owner (and tenants, occupiers and users holding thereunder) of lots #35, 37, 39, 40, 41, 42, 43 and 44 shall have a perpetual easement for the use, for ingress, egress and regress to and from their respective lots, of a One hundred feet wide right of way and existing cartway as shown on this subdivision made for First Haverford Corporation by Henry S. Conroy, Inc., dated September 6, 1966, leading from Newtown Road to the North in a Southerly direction to a point One hundred and forty three one-hundredths feet South of the boundary line (as theoretically extended across said right of way) dividing said lots from

VOL 1156 PG 2341

adjoining property of H. B. T. Montgomery to the North said easement to be held by said lot owners in common with each other and in common with First Haverford Corporation, its successors and assigns for the benefit of any of the First Haverford Corporation's remaining lots it may designate, subject to the liability of said owners of lots #35 and 37, 39, 40, 41, 42, 43 and 44 to share equally. "(The owner of lots 35 and 37 being liable only for a one-seventh share until such time as he may subdivide and separately convey either lot 35 or 37)" the expense of the proper maintenance in good order and repair of said right of way including said cartway therein; provided further that if any lot owner shall fail at any time to agree promptly to share and pay said expense, or if agreed than fail to pay same, the Township of Radnor is hereby given the right to make necessary repairs and assess the property expense thereof against said lot owner, with right to lien if said assessment is unpaid.

AND the Owners (and tenants, occupiers and users holding thereunder) of lots #29, 34 and 35 shall have the right of ingress and egress to their respective lots over a common Fifty feet wide right of way, being a Twenty foot extension of Atterbury Road.

THIS IS A CONVEYANCE BETWEEN PERSONS WHO WERE PREVIOUSLY HUSBAND AND WIFE WHO HAVE SINCE BEEN DIVORCED WHERE THE SUBJECT PROPERTY WAS ACQUIRED BY THE HUSBAND AND WIFE PRIOR TO THE GRANTING OF THE FINAL DECREE OF DIVORCE. THEREFORE THIS CONVEYANCE IS EXEMPT FROM REALTY TRANSFER TAX PURSUANT TO 72 P.S. §8102-G.3(6).

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 them, the said grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described above, together with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, executors, administrators and assigns, to and for the only proper use and behoof of the said Grantee, his heirs, executors, administrators and assigns forever.

UNDER AND SUBJECT, as aforesaid.

AND the said Grantors, for themselves and their heirs, executors, administrators and assigns do covenant, promise and agree, to and with the said Grantee, his heirs, executors, administrators and assigns, by these presents, that they, the said Grantors and their heirs, all and singular the hereditaments and premises

VOL 156 PG 2342

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

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

Sealed and Delivered
IN THE PRESENCE OF US:

Edward F. McGinley, III (SEAL)
EDWARD F. MCGINLEY, III

Deborah B. McGinley (SEAL)
DEBORAH B. MCGINLEY

VOLUME 156 PAGE 2343

STATE OF *Pennsylvania*
COUNTY OF *Philadelphia* :SS

On this, the *1st* day of *October*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared EDWARD F. MCGINLEY, III who acknowledged that his name is subscribed to the within Deed and that he executed the same as his free act and Deed and desired that the same might be recorded as such.

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

My Commission Expires:

Colleen M. Taylor
NOTARY PUBLIC

[NOTARIAL SEAL]

Notary Seal
Colleen M. Taylor
Philadelphia, Pennsylvania
My Commission Expires July 3, 1998
Member, Pennsylvania Association of Notaries

STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

On this, the *30th* day of *August*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared DEBORAH B. MCGINLEY who acknowledged that her name is subscribed to the within Deed and that she executed the same as her free act and Deed and desired that the same might be recorded as such.

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

My Commission Expires:

Deborah B. Farrell
NOTARY PUBLIC

[NOTARIAL SEAL]

Notary Seal
Deborah B. Farrell
Philadelphia, Pennsylvania
My Commission Expires 1/23/1998

RECORDER OF DEEDS
DELAWARE COUNTY, PA.

W. Kinney

086777

93 OCT 12 PM 4:05

DEED



EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife
to

EDWARD F. MCGINLEY, III

PREMISES: Lot 35 Atterbury Road
Lot 36 Camp Woods Circle
Lot 37 Camp Woods Circle
Radnor Township
Delaware County, Pennsylvania

*2200
1300
1/8*

BEING DELAWARE COUNTY FOLIO NOS. 36-04-02044-03 (Lot 35
Atterbury Road), 36-04-02098-04 (Lot 36 Camp Woods Circle), and
36-04-02098-05 (Lot 37 Camp Woods Circle)

The address of the within named Grantees
is: 741 Newtown Road, Villanova, Pennsylvania
19085

Record and return to:

James J. Binns, Esquire
3200 Mellon Bank Center
1735 Market Street
Philadelphia, Pennsylvania 19103

CLTIC # 28134

VOL. 156 PG. 2345

B013302CN
Not Insured

28134
COMMONWEALTH OF PENNSYLVANIA
DEPT. OF REVENUE

DEED

THIS INDENTURE Made the 30th day of August in the year of our Lord one thousand nine hundred and ninety-three (1993)

BETWEEN EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife... (hereinafter called the Grantors), of the one part, and EDWARD F. MCGINLEY, III (hereinafter called the Grantee), of the other part,

WITNESSETH, That the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) 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, executors, administrators and assigns,

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in accordance with a Plan of Subdivision made for First Haverford Corporation, by Henry S. Conroy, Inc., Division of Chester Valley Engineers, dated September 6th, 1966 and last revised April 18th, 1967, as follows, to wit:

BEGINNING at a point in the center line of Road "B" on said plan, now called Camp Woods Circle (Sixty feet wide), at the distance of One hundred ninety eight and eighty two one-hundredths feet measured the two following courses and distances along the center line of Camp Woods Circle from its intersection with the center line of Road "A", now called Camp Woods Road (Sixty feet wide) (1) North twenty four degrees, one minute, forty nine seconds West, Sixty nine and thirty seven one-hundredths feet; (2) on the arc of a circle curving to the right with a radius of Two hundred seventeen and fifty three one-hundredths feet, the arc distance of One hundred twenty nine and forty five one-hundredths feet, the chord of said arc bearing North six degrees, fifty eight minutes, fifty eight seconds West, and distance being One hundred twenty seven and fifty five one-hundredths feet; thence from said point of beginning along the center line of Camp Woods Circle, the three following courses and distances: (1) on the arc of a circle curving to the right with a radius of Two hundred seventeen and fifty three one-hundredths feet, the arc distance of Fifteen feet, the chord of said arc bearing North twelve degrees, two minutes, twenty six seconds East, and distance being Fifteen feet; (2) North fourteen degrees, no minutes, fifty seven seconds East, Ninety three and seventy one-hundredths feet to a point of curve; (3) on the arc of a circle curving to the left with a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of Sixty feet, the chord of said arc bearing North eleven degrees, seven minutes, sixteen seconds East, and distance

VOL 1156 PG 2346

being Fifty nine and ninety eight one-hundredths feet to a point, a corner of lot #37; thence along lot #37, the two following courses and distances: (1) North eighty one degrees, forty six minutes, twenty six seconds West, Two hundred thirty feet to a point; (2) South ten degrees, forty three minutes, five seconds West, One hundred ninety nine and seven one-hundredths feet to a point in line of lot #21; thence along lot #21, through the middle of a Twenty feet wide sanitary sewer and utility easement, South eighty nine degrees, thirty three minutes, forty three seconds East, Two hundred twenty seven and twenty seven one-hundredths feet to the first mentioned point and place of beginning. Containing Forty one thousand seven hundred forty two square feet of land. Being lot #38 on said Plan.

BEING Lot 38 Camp Woods Circle.

BEING Delaware County Folio No. 36-04-02098-06.

BEING the same premises which First Haverford Corporation, a Pennsylvania corporation by Deed dated July 31, 1967 and recorded on August 3, 1967 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania in Deed Book 2279, page 1057, granted and conveyed unto Edward F. McGinley, III and Deborah B. McGinley, his wife, in fee.

THIS IS A CONVEYANCE BETWEEN PERSONS WHO WERE PREVIOUSLY HUSBAND AND WIFE WHO HAVE SINCE BEEN DIVORCED WHERE THE SUBJECT PROPERTY WAS ACQUIRED BY THE HUSBAND AND WIFE PRIOR TO THE GRANTING OF THE FINAL DECREE OF DIVORCE. THEREFORE THIS CONVEYANCE IS EXEMPT FROM REALTY TRANSFER TAX PURSUANT TO 72 P.S. §8102-C.3(c).

UNDER AND SUBJECT to easement and rights of way of record.

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 them, the said grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described above, together with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, executors, administrators and assigns, to and for the only proper use and behoof of the said Grantee, his heirs, executors, administrators and assigns forever.

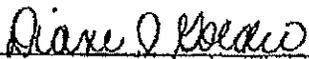
UNDER AND SUBJECT, as aforesaid.

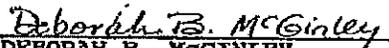
AND the said Grantors, for themselves and their heirs, executors, administrators and assigns do covenant, promise and agree, to and with the said Grantee, his heirs, executors, administrators and assigns, by these presents, that they, the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under him, heir, them, or any of them, shall and will, Subject as aforesaid, WARRANT and forever DEFEND.

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

Sealed and Delivered
IN THE PRESENCE OF US:

 (SEAL)
EDWARD F. MCGINLEY, III

 _____

 (SEAL)
DEBORAH B. MCGINLEY

VOE 156 PG2348

STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

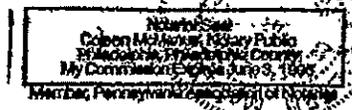
On this, the *1st* day of *October*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared EDWARD F. MCGINLEY, III who acknowledged that his name is subscribed to the within Deed and that he executed the same as his free act and Deed and desired that the same might be recorded as such.

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

My Commission Expires:

Colleen M. O'Neil
NOTARY PUBLIC

[NOTARIAL SEAL]



STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

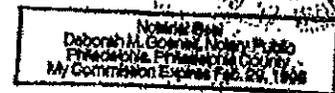
On this, the *30th* day of *August*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared DEBORAH B. MCGINLEY who acknowledged that her name is subscribed to the within Deed and that she executed the same as her free act and Deed and desired that the same might be recorded as such.

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

My Commission Expires:

Deborah M. Jamell
NOTARY PUBLIC

[NOTARIAL SEAL]



RECORDER OF DEEDS
DELAWARE Co., PA.

Thomas D. Goff

086778

93 OCT 12 PM 6:05

DEED

EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife

to

EDWARD F. MCGINLEY, III

*20.00
13.00*

PREMISES: Lot 38 Camp Woods Circle
Radnor Township
Delaware County, Pennsylvania

BEING DELAWARE COUNTY FOLIO NO. 36-04-02098-06.

The address of the within named Grantees
is: 741 Newtown Road, Villanova, Pennsylvania
19085

Record and return to:

James J. Binns, Esquire
3200 Mellon Bank Center
1735 Market Street
Philadelphia, Pennsylvania 19103

CLTIC/28134

156 92350

R. REVIEW FEE (continued)

Formula:

1. For a new collection system (with or without a Clean Streams Law Permit), a collection system extension, or individual tap-ins to an existing collection system use this formula.

$$\# \text{ _____ Lots (or EDUs) X } \$50.00 = \$ \text{ _____}$$

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
 - For community sewer system projects, one EDU is equal to a sewage flow of 400 gallons per day.
2. For a surface or subsurface discharge system, use the appropriate one of these formulae.

- A. A new surface discharge greater than 2000 gpd will use a flat fee:

\$ 1,500 per submittal (non-municipal)
\$ 500 per submittal (municipal)

- B. An increase in an existing surface discharge will use:

$$\# \text{ _____ Lots (or EDUs) X } \$35.00 = \$ \text{ _____}$$

to a maximum of \$ 1,500 per submittal (non-municipal) or \$ 500 per submittal (municipal)

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
 - For community sewage system projects one EDU is equal to a sewage flow of 400 gallons per day.
 - For non-single family residential projects, EDUs are calculated using projected population figures
- C. A sub-surface discharge system that requires a permit under The Clean Streams Law will use a flat fee:

\$ 1,500 per submittal (non-municipal)
\$ 500 per submittal (municipal)



RADNOR • HAVERFORD • MARPLE
SEWER AUTHORITY
600 GLENDALE ROAD • HAVERTOWN, PA 19083
(610) 446-0867
FAX (610) 446-4926

July 13, 2016

G.D. Houtman & Son, Inc.
Attn: Stephen J. Wasylyszyn, PLS
Project Engineer
139 E. Baltimore Avenue
Media, PA 19063

RE: 741 Newtown Road
Radnor Township, Delaware County, PA.
Lots located west of Camp Woods Circle

Dear Mr. Wasylyszyn,

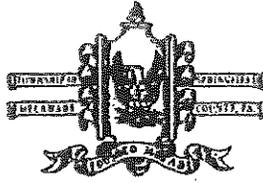
In regards to your communication with the Radnor Haverford Marple Sewer Authority (RHM) dated June 7, 2016 requesting flow allocation of 525 gallons per day or Two EDU's, for the above referenced project in Radnor Township, on July 12, 2016 the RHM Authority Board approved the flow conveyance of 525 Gallons Per Day.

You will also have to submit for conveyance with Springfield Township, Darby Creek Joint Authority, D.E.L.C.O.R.A. and Philadelphia Southwest Water Pollution Control Plant.

If I can provide any further information or clarification with regards to the above information, please do not hesitate to telephone my office at (610) 446-0867.

Very truly yours,
RHM Sewer Authority

David E. Adams
Manager of Operations



J. LEE FULTON
Township Manager

MARGARET A. YOUNG
Treasurer

JAMES J. BRYNE, JR., Esq.
Solicitor

Township of Springfield DELAWARE COUNTY, PA

50 POWELL ROAD, SPRINGFIELD, PA 19064

OFFICES 610-544-1300 POLICE 610-544-1100 HIGHWAY 610-543-2837 FAX 610-544-3012
EIN NO. 23-6004592

Commissioners

JEFFREY RUDOLPH, SR
President

LEE J. JANICZEK, Ed.D.
Vice President

EDWARD KELLY
DANIEL J. LANCIANO
ROBERT LAYDEN
GINA M. SAGE
PAUL J. WECHSLER

August 22, 2016

Mr. Stephen J. Wasylszyn, PLS
G.D. Houtman & Son, Inc.
139 East Baltimore Pike
Media, Pennsylvania 19063

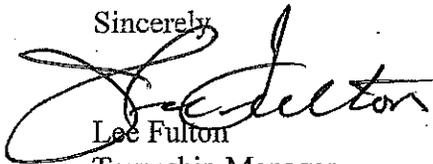
RE: Flow Allocation Request: 741 Newtown Road, Radnor Township

Dear Mr. Wasylszyn,

Attached is the Public Sewer System Available Capacity Determination for the conveyance that you have requested. Although the proposed sewer tap-ins could generate a hydraulic overload within the existing collection and conveyance system within the next 5 years, the township implemented a Corrective Action Plan in January 2002 to correct the overload condition that the outfall experiences during wet weather. In order to connect to the Darby Creek Outfall, documented Infiltration and Inflow (I&I) removal must have been completed in the amount equivalent to the requested connection. Attached is a spreadsheet that shows that RHM Sewer Authority has completed enough I&I removal to allow the 525 gallons per day connection for the development of a five-story hotel.

If you should need any additional information in order to process this planning module, please do not hesitate to contact Susan Guisinger-Colón at 610-640-3500.

Sincerely,


Lee Fulton
Township Manager

pc: McCormick Taylor, Inc.
Susan M. Guisinger-Colón, P.E.

SEE UPDATED 2019
LETTER FROM DCJA

DARBY CREEK JOINT AUTHORITY

c/o DELCORA
P.O. Box 999
Chester, PA 19016-0999

May 15, 2019

Mr. Stephen J. Wasylszyn, PLS
G.D. Houtman & Son, Inc.
139 East Baltimore Pike
Media, Pa 19063

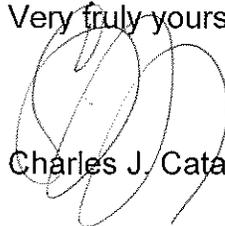
Re: Flow Allocation Request
741 Newtown Road, Radnor Township
3 Lot Residential Development (1 Exist House)

Dear Mr. Wasylszyn:

Please be advised that Darby Creek Joint Authority, under Agreement with Springfield, Upper Darby and RHM Authority, has taken over the approvals of flow In the Upper SCUD line.

The original approval by Springfield Township dated August 22, 2016 was reviewed and the flow has not been re-allocated. Please accept this letter as confirmation that 525 gpd for the development is within the 2002 Corrective Action Plan.

Very truly yours,



Charles J. Catania, Jr., PE

CJC,Jr/cd

Corrective Action Plan - Summary of RHM Connection Allocations

	Date	*EDU Equal to 262.5 gpd				REQUEST TABLED	Remarks: ** Tabled Items Approved
		Allocation (gpd)	Approved (gpd)	Remaining (gpd)	(EDU)*		
	01/09/2002		262.5		1.0		43 Deepdale Rd. - The Doering Residence - Tredyffrin Twp.
	01/09/2002		262.5		1.0		335 Upper Gulph Rd. - Tredyffrin Twp.
1	08/01/2002	4850.00		4850.0	18.5		
2	03/06/2002		2362.5	2487.5	9.5		The Blain Property - Radnor Twp.
3	09/11/2002		262.5	2225.0	8.5		355 S. Manoa Rd. - Havertown, PA
4	09/11/2002		1575.0	650.0	2.5		College Ave & Darby Rd. - Havertown, PA
5	12/11/2002		2887.5	-2237.5	-8.5		Townhouse Project - Berkley & Chester Rd. - Tredyffrin Twp.
6	09/20/2002	2560.00		322.5	1.2		/// Allocation from Springfield Twp.
7	03/05/2003		262.5	60.0	0.2		Forest Ave. - Havertown, PA
8	04/02/2003		2182.0	-2122.0	-8.1		Lawerance Park Shopping Center - Marple Twp.
9	06/04/2003		6000.0	-8122.0	-30.9		Cabrini College - Radnor, Twp.
10	08/06/2003		262.5	-8384.5	-31.9		1418 Fairview Rd. - Havertown, PA
11	09/15/2003		262.5	-8647.0	-32.9		937 Wollen - Radnor Twp.
12	10/15/2003		2812.8	-11469.8	-43.7		763 Valley Forge Rd. - Radnor Twp.
13	03/10/2004		262.5	-11722.3	-44.7		301 Oxford Hill La. - Havertown, PA
14	03/10/2004		262.5	-11984.8	-45.7		1422 Fairview Rd. - Havertown, PA
15	06/03/2004	21085.00		9100.2	34.7		/// Allocation from Springfield Twp.
16	06/09/2004		5512.5	3587.7	13.7		David & Jan Ceton Subdivision, Marple Rd. - Marple Twp.
17	07/28/2004		1575.0	2012.7	7.7		McPherson Property - Radnor Twp.
18	09/13/2004		1468.0	544.7	2.1		Dunwoody Village Expansion - Newtown Twp.
19	01/12/2005		262.5	282.2	1.1		3119 Sawmill Rd. - Newtown Twp. (Failing Septic System - Health Problems)
20	01/13/2005			282.2	1.1	Tabled #1**	The Enclave at Mather Ave. Project - Marple Twp. (2,362.5 gpd) see below-approved 4/4/2006
21	02/02/2005		525.0	-242.8	-0.9		1234 Bon Air Ave. Project #17286 - Havertown, PA
22	04/06/2005			-242.8	-0.9	Tabled #3**	Lancaster & Pembroke Ave. - Radnor Twp. (14,175 gpd)
23	04/06/2005		262.5	-505.3	-1.9		204 Chuch St. - Radnor Twp.
24	04/06/2005			-505.3	-1.9	Tabled #2**	Chanticleer Gardens, #03-136 - Radnor Twp. (840 gpd) see below-approved 4/4/2006
25	06/08/2005		262.5	-767.8	-2.9		3314-3316 Saw Mill Rd. - Newtown Twp.
26	06/08/2005		262.5	-1030.3	-3.9		206 Greenbriar Ln. - Havertown, PA
27	07/20/2005		262.5	-1292.8	-4.9		16 Aldwyn La. - Radnor Twp.
28	08/10/2005		0.0	-1292.8	-4.9		Devereux Project - 17 EDUs approved (zero flow from project)
29	09/19/2005		262.5	-1555.3	-5.9		3416 Goshen Rd. - Newtown Twp. (Failing Septic System - Health Problems)
30	02/08/2006		262.5	-1817.8	-6.9		809 Castlefinn La. Bryn Mawr, PA 19083 (Failing Septic System - Health Problems)
31	03/07/2006	10255.0		8699.7	33.1		/// Allocation from Springfield Twp.
32	03/08/2006		262.5	8437.2	32.1		264 Ithan Creek Rd. Villanova, PA 19085 (Failing Septic System - Health Problems)
33	04/04/2006		2362.5	6074.7	23.1		Enclave at Mather Avenue, Project #17286 - Marplr Township
34	04/04/2006		840.0	5234.7	19.9		Chanticleer Gardens, #03-138 - Radnor Twp.
35	04/04/2006		130.0	5104.7	19.4		Commerce Bank 200 Radnor Chester Rd., Radnor Twp.
36	05/15/2006	9820.0		14924.7	56.9		/// Allocation from Springfield Twp. (flows from Tredyffrin Twp.)
37	06/12/2006	60,000.0		74924.7	285.4		Flow from DEP for Newtown Height flow removal
38	06/14/2006		2362.5	72582.2	276.4		
39	06/19/2006		2362.5	70199.7	287.4		Land Development - D'Agostino Builders, Tredyffrin Twp.
40	06/19/2006		14175.0	56024.7	213.4		Lancaster & Pembroke Ave. - Radnor Twp. (14,175 gpd)
41	06/19/2006		12000.0	44024.7	167.7		Eastern University Dorms -Radnor Twp.
42	06/19/2006		262.5	43762.2	166.7		733 Bryn Mawr Ave., Radnor Twp.
43	06/19/2006		2309.0	41453.2	157.9		Lancaster Pike and Kenilworth Road, P98150, Radnor Twp.
44	06/19/2006		1312.5	40140.7	152.9		740 Moore Ave., The Mews, Radnor Twp.
45	06/19/2006		262.5	39878.2	151.9		781 N. Wayne Ave., Parcel 43-11D-55, Tredyffrin Twp.
46	06/19/2006		262.5	39615.7	150.9		231 Fairlamb Ave., Havertown
47	06/19/2006		262.5	39353.2	149.9		255 Lansdowne Ave., Radnor Twp.
48	06/19/2006		1050.0	38303.2	145.9		Wicklow Project Job #02-129, Radnor Twp.
49	06/19/2006		15000.0	23303.2	88.8		Ellis Preserve, West Medical Building #080086001, Newtown Twp.
50	08/01/2006		525.0	22778.2	86.8		423 Old Eagle School Road, Tredyffrin Township
51	09/11/2006	19141.00		41919.2	159.7		/// Allocation from Springfield Twp.
52	09/19/2006		525.0	41394.2	157.7		820 Vauclain Road, Radnor Township
53	10/04/2006		262.5	41131.7	156.7		1201 Eilston Road, Havertown
54	10/31/2006	20,500.00		61631.7	234.8		/// Allocation from Springfield Twp.
55	11/15/2006		31.5	61600.2	234.7		Worthing - Devereux Project, Newtown Township
56	02/06/2007		39047	22553.2	85.9		Haverford Reserve Development
57	03/06/2007		5250	17303.2	65.9		Ellis Preserve, Newtown Twp. (5250 gpd = 20 EDU)
58	03/06/2007		262.5	17040.7	64.9		1600 Ashton Road, Havertown Twp.
59	03/06/2007		1312.5	15728.2	59.9		1400 Fairview Avenue, Havertown Township (1312.5 gpd = 5 EDUs)
60	06/05/2007		262.5	15465.7	58.9		115 Petrie Avenue, Radnor Township (Failed System)
61	07/31/2007	10552.00		26017.7	99.1		/// Allocation from Springfield Twp. For 2008 /// Reduction Program
62	12/04/2007		8628	17391.7	66.3		851 West Lancaster Avenue, Tredyffrin Township
63	01/08/2008		2362.5	15029.2	57.3		102 Louella Avenue, Radnor Township
64	01/08/2008		262.5	14766.7	56.3		537 Grand Avenue, Havertown
65	04/01/2008		65	14701.7	56.0		3067 W. Chester Pike, Newtown Square 0.26 EDUs
66	04/01/2008		80	14621.7	55.7		1974 Sproul Road, Marple Township - Bank of America - 0.31 EDUs
67	04/18/2008		1050	13571.7	51.7		34 Reese Avenue, Newtown Square
68	07/02/2008		262.5	13309.2	50.7		971 S. Hunt Road, Newtown Square, Radnor - Falling Septic System
69	07/02/2008		525	12784.2	48.7		236 N. Aberdeen Ave., Radnor Township - 2EDUs
70	08/12/2008		8705	4079.2	15.5		Haverford Reserve Development - 33.16 EDUs
71	08/12/2008		262.5	3816.7	14.5		147 N. Valley Forge Road, Devon - 1 EDU
72	08/12/2008		262.5	3554.2	13.5		1629 Ashton Road, Havertown - 1 EDU

Corrective Action Plan - Summary of RHM Connection Allocations

	Date	*EDU Equal to 262.5 gpd				REQUEST TABLED	Remarks: ** Tabled Items Approved
		Allocation (gpd)	Approved (gpd)	Remaining (gpd)	(EDU)*		
73	08/12/2008	21348.00		24902.2	94.9		2007 I/I Credit
74	10/15/2008		787.5	24114.7	91.9		317 Dorset Road, Easttown Township - 3 EDUs
75	10/23/2008		1575	22639.7	85.9		John O'Keefe Subdivision - 6 EDUs
76	12/04/2008		8025	14614.7	55.3		200 N. Radnor Chester Road - 31 EDUs
77	12/16/2008		262.5	14252.2	54.3		1301 Fairview Avenue, Havertown, PA
78	02/10/2009		12451	1801.2	6.9		145 King of Prussia Road, Radnor Twp.
79	02/10/2009		525	1276.2	4.9		1254 Fairview Avenue, Havertown
80	02/10/2009		262.5	1013.7	3.9		Bella Vista Road, Easttown
81	02/10/2009		525	488.7	1.9		1300 Fairview Road, Havertown
82	02/10/2009		262.5	226.2	0.9		1239 Leedom Road, Havertown
83	05/15/2009		262.5	-36.3	-0.1		1344 W. Chester Pike, Havertown - failing septic system
84	05/27/2009	37717.00		37680.7	143.5		I/I Allocation from Springfield Township for 2008
85	06/02/2009		262.5	37418.2	142.5		600 Glenmary Rd., St. David's
86	06/02/2009		2000	35418.2	134.9		Eastern University Fowler Hall -Radnor Twp.
87	06/02/2009		262.5	35155.7	133.9		20 Surrey Dr., Newtown Square
88	10/23/2009		262.5	34893.2	132.9		2628 Franklin Avenue Subdivision, Marple Township
89	04/30/2010		787.5	34105.7	129.9		615 Newtown Road, Radnor Township
90	06/23/2010	76932.00		111037.7	423.0		2009 I/I Credit
91	10/29/2010		262.5	110775.2	422.0		D&G Development Group
92	12/16/2010		262.5	110512.7	421.0		513 S. Roberts Road, Bryn Mawr - Failing Septic System
93	03/30/2011		525	109987.7	419.0		Douglas Golden, 1313 Center Road, Haverford Township
94	07/13/2011		262.5	109725.2	418.0		412 Conestoga Road, Radnor Township
95	09/16/2011		787.5	108937.7	415.0		1217 Bon Air Road, Haverford Township
96	10/04/2011		240	108697.7	414.1		Merion Golf Club, Ellis Road, Haverford Township
97	11/16/2011		262.5	108435.2	413.1		117 Sugartown Road, Easttown Township
98	11/17/2011	50757.00		159192.2	606.4		2010 I/I Credit
99	12/30/2011		262.5	158929.7	605.4		1430 County Line Road, Radnor Township
90	12/30/2011		12337.5	146592.2	558.4		Courtney Circle Pump Station , Radnor Township
91	03/12/2012		1650	144942.2	552.2		Berkley Road Commercial, Tredyffrin Township
92	04/13/2012		262.5	144679.7	551.2		606 W. Wayne Avenue, Radnor Township
93	05/22/2012		5250	139429.7	531.2		Eastern University West Campus Office and Classroom Building
94	07/06/2012		525	138904.7	529.2		Hurley Subdivision - Newtown St. & Caley Rd., Newtown Square
95	07/16/2012		262.5	138642.2	528.2		370 Malin Road, Radnor
96	11/05/2012		262.5	138379.7	527.2		527 St. Davids Avenue, Radnor Township - Failing Septic System
97	11/05/2012		1575	136804.7	521.2		229 Wayne Avenue, Radnor Township - Townhomes
98	11/05/2012		525	136279.7	519.2		200 Ithan Creek Road, Radnor Township - 3 lot subdivision
99	12/07/2012		13134	123145.7	469.1		Haverford Reserve, Havertown (60 EDUs for Buildings 3 and 4)
100	12/07/2012		787.5	122358.2	466.1		Munger Road & N. Newtown Street Road, Newtown Twp.
101	12/07/2012		2100	120258.2	458.1		615 Newtown Road, Radnor Township
102	03/01/2013		2625	117633.2	448.1		Stafford Apartments, Tredyffrin Township
103	03/01/2013		1575	116058.2	442.1		Newtown Shopping Center - Panera Bread
104	04/22/2013		262.5	115795.7	441.1		411 Timber Lane, Newtown Square
105	05/28/2013		262.5	115533.2	440.1		11 Northwoods Road, Newtown Township
106	05/28/2013		262.5	115270.7	439.1		1504 Steel Road, Haverford Township
107	07/03/2013		262.5	115008.2	438.1		Rite Aid Pharmacy, Newtown Township
108	09/09/2013		262.5	114745.7	437.1		Haverford Township School District - Maintenance Facility
109	11/25/2013		262.5	114483.2	436.1		1254 Leedom Road, Haverford Township
110	02/19/2014		1375	113108.2	430.9		301 S. Valley Forge Road, Tredyffrin Township
111	03/26/2014		10500	102608.2	390.9		Dunwoody Village, Newtown Township
112	04/22/2014		2888	99720.2	379.9		115 Stafford Avenue, Radnor Township
113	05/23/2014		1427	98293.2	374.5		30-50 Lawrence Road, Marple Township
114	05/23/2014		262.5	98030.7	373.5		2609 Sunset Boulevard, Marple Township
115	06/09/2014		19950	78080.7	297.5		Ardrossan Farm, Radnor Township
116	09/01/2014		397	77683.7	295.9		Surrey Services Senior Center, Devon
117	11/06/2014		1050	76633.7	291.9		205 Stafford Avenue, Radnor Township
118	01/21/2015		6090	70543.7	268.7		Villanova Center, Radnor Township - Flow Data updated per DEPs request
119	03/23/2014		262.5	70281.2	267.7		217 Pine Tree Road, Radnor Township
120	06/30/2015		262.5	70018.7	266.7		Albert Profico, Marple Township - Amended - 1 additional EDU
121	06/30/2015		15,000	55018.7	209.6		Additional Flow Request for Ellis Preserve Town Center, Newtown Township
122	06/30/2015		1050	53968.7	205.6		Bloomingdale Avenue, Radnor Township
123	02/08/2016		1050	52918.7	201.6		The Maples, 229 & 227 Plant Avenue, Radnor Township
124	02/08/2016		3150	49768.7	189.6		Fox Hollow Subdivision, Marple Township
125	02/11/2016		7875	41893.7	159.6		Langford Square Development, Marple Township
126	02/27/2016		50	41843.7	159.4		Emmaus House, Cabrini College, Radnor Township
127	03/04/2016		525	41318.7	157.4		1224 Steel Road, Haverford Township
128	04/19/2016		1050	40268.7	153.4		212 & 2016 Bloomingdale Avenue, Radnor Township
129	04/29/2016		16680	23608.7	89.9		Brightview Senior Living, Tredyffrin Township
130	05/05/2016		6000	17608.7	67.1		Fairfield Inn, Marple Township
131	08/19/2016		525	17083.7	65.1		Edward F. McGinley, 741 Newtown Road, Radnor Township

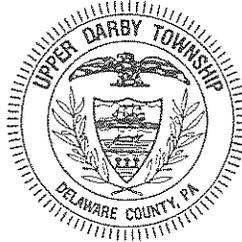
UPPER DARBY TOWNSHIP

MUNICIPAL BUILDING
100 GARRETT ROAD
UPPER DARBY, PA 19082-3135

Mayor
Thomas N. Micozzle

Chief Administrative Officer
Thomas J. Judge, Jr.

Township Engineer
Director, Department of Public Works
Daniel R. Lutz, P.E.



PHONE 610-734-7635
FAX 610-734-7775

August 30, 2016

Mr. Stephen J. Wasylszyn, PLS
G.D. Houtman & Son, Inc.
139 E. Baltimore Pike
Media, PA 19063

Re: Sewage Facilities Planning
741 Newtown Road
Radnor Township, Delaware County, PA

Dear Stephen,

Attached is the signed Chapter 94 Consistency Determination form for the above referenced project. This certification of the conveyance system is based on the attached letter from Springfield Township dated August 22, 2016.

Sincerely,

Daniel R. Lutz, P.E.
Township Engineer
Director, Department of Public Works

DARBY CREEK JOINT AUTHORITY

c/o DELCORA
P.O. Box 999
Chester, PA 19016-0999

October 20, 2016
File No. 83800-112-RHM

Stephen J. Wasylyszyn
G.D. Houtman & Son, Inc.
139 E. Baltimore Pike.
Media, Pa 19063

Re: McGinley
741 Newtown Rd, Radnor Township
Flow Allocation

Dear Mr. Wasylyszyn:

At its meeting on October 19, 2016 the Darby Creek Joint Authority Board approved the flow allocation of 525 gpd for the above-referenced project. In accordance with the October 2007 Capacity Management Plan for the Darby Creek Interceptor approved by PA DEP on February 12, 2008, the Authority has the capacity to receive the flows, and the flow will not create a hydraulic overload or 5-year project overload. A copy of the 5-year flow projection is attached.

Very truly yours,



Charles J. Catania, Jr., PE
Authority Engineer

CJC,Jr/cd
Enclosure

cc: Anthony Casadei
Dave Adams, RHM

Darby Creek Joint Authority
Capacity Management Plan
Flow Allocation Summary

			DCJA System Total		RHM Total		DCJA Member Total	
			Approved	Balance 90399	Approved	Balance 46937.5	Approved	Balance 43312.5
Oct-07	Jackson Ave, Darby Twp (JO)	Residential	525.00	89775.00		46987.50	625.00	42767.50
Oct-07	3817 Danison Ave, Upper Darby	Residential	1050.00	88725.00		46987.50	1050.00	41737.50
	2006 I & I Credit (RHM)		-10500.00	99225.00	-10500.00	57497.50		41737.50
Feb-08	442 Poplar St, Sharon Hill	Residential	1050.00	98175.00		57487.50	1050.00	40687.50
Feb-08	537 Grand Ave, Haverford	Residential	262.5	97912.50	262.5	67225.00		40687.50
Feb-08	102 Lovetta Ave, Radnor	Residential	2363.5	95549.00	2363.5	54861.50		40687.50
Feb-08	115 Pefri Ave, Radnor	Residential	262.5	95286.50	262.5	54599.00		40687.50
Apr-08	851 W Lancaster Ave, Tredyffrin	Commercial	6750	66536.50	6750.00	45849.00		40687.50
Apr-08	Haverford Reserve, Haverford	Residential	8705	77831.50	8705.00	56911.50		40687.50
May-08	34 Reese Ave, Newtown	Residential	1050	76781.50	1050.00	36094.00		40687.50
May-08	540-542 Folcroft Ave, Folcroft	Residential	625.00	76256.50		36094.00	625.00	40162.50
Jul-08	102 Sycamore Ave, Upper Darby	Residential	3150	73106.50		36094.00	3150	37012.50
Jul-09	671 S Hurl Rd, Radnor	Residential	262.5	72844.00	262.5	35831.50		37012.50
Sep-08	238 N Aberdeen Ave, Radnor	Residential	262.5	72581.50	262.5	35589.00		37012.50
Sep-08	2007 I & I Credit (RHM)		-21348	93929.50	-21348	66917.00		37012.50
Oct-08	1974 Sprout Rd, Marple	Commercial	80	93849.50	80	56837.00		37012.50
Oct-08	613 W Lancaster Ave, Radnor	Commercial	0	93849.50	0	56837.00		37012.50
Oct-08	4812 Drexelbrook Dr, Upper Darby	Commercial	12400	61449.50		56837.00	12400	24812.50
Nov-08	317 Dorset Rd, Easttown	Residential	787.5	80662.00	787.5	55049.50		24612.50
Nov-08	519 Kalsler Dr, Folcroft	Commercial	1710	78952.00		55049.50	1710	22902.50
Dec-08	1629 Ashton Rd, Haverford	Residential	262.5	78689.50	262.5	55787.00		22902.50
Dec-08	112 N Main Rd, Marple	Residential	1575	77114.50	1575	54212.00		22902.50
Jan-09	1020 Ridge Ave, Darby Borough	Commercial	262.5	76592.00		54212.00	262.5	22840.00
Jan-09	MacDade & Chestnut, Darby Borough	Commercial	2117.6	74734.50		54212.00	2117.6	20522.50
Feb-09	1284 Fairview Ave, Haverford	Residential	525	74209.50	525	53687.00		20522.50
Feb-09	1239 Leedom Rd, Haverford	Residential	262.5	73947.00	262.5	53424.50		20522.50
Feb-09	1300 Fairview Ave, Haverford	Residential	525	73422.00	525	52889.50		20522.50
Feb-09	145 King of Prussia Rd, Radnor	Commercial	12451	60971.00	12451	40448.50		20522.50
Mar-09	Cowboy Woods, Springfield	Residential	6037.5	54933.50		40448.50	6037.5	14485.00
Mar-09	280 N Radnor Chester Rd, Radnor	Commercial	8625	46908.50	8625	32423.50		14485.00
Mar-09	221-223 Beka Vista Rd, Easttown	Residential	262.5	46646.00	262.5	32161.00		14485.00
Mar-09	1301 Fairview Ave, Haverford	Residential	262.5	46383.50	262.5	31898.50		14485.00
Apr-09	1020 Ridge Ave, Darby Borough	Commercial	1312.5	45907.00		31898.50	1312.5	13172.50
May-09	1344 West Chester Pike, Haverford	Residential	262.5	44989.50	262.5	31636.00		13172.50
	2006 I & I Credit (RHM)		-37717.00	82925.50	-37717.00	69363.00		13172.50
Jun-09	20 Sunray Dr, Newtown	Residential	262.5	82263.00	262.5	69096.50		13172.50
Jul-09	Eastern University (Fowler), Radnor	Institutional	2900	80263.00	2900	67096.50		13172.50
Sep-09	6058 Fairway Rd, Upper Darby	Commercial	633	79730.00		67096.50	633	12638.50
	I & I Credit (Upper Darby Twp)		-8014	87744.00		67096.50	-8014	20653.50
Oct-09	Collingdale Swim Club	Residential	262.5	87461.60		67096.50	262.5	20391.00
Nov-09	2628 Franklin Ave, Marple	Residential	262.5	87219.00		66828.00	262.5	20391.00
Nov-09	222 Sugarloaf Rd, Radnor	Commercial	0	87219.00		66828.00	0	20391.00
Nov-09	408 Lansdowne Ave, Yeadon	Residential	600	85619.00		66828.00	600	18791.00
Dec-09	45 Maple Rd, Haverford	Residential	262.5	85356.50	262.5	66565.50		18791.00
May-10	815 Newtown Rd, Radnor	Residential	787.5	85589.00	787.5	65778.00		18791.00
Oct-10	Bon Air & Royal Aves, Haverford	Residential	262.5	85306.50	262.5	65515.50		18791.00
Nov-10	416 S 4th St, Darby	Residential	2243	83063.50		65515.50	2243	17648.00
Nov-10	111 S Wycombs Ave, Lansdowne	Residential	262.5	82801.00		65515.50	262.5	17285.50
Nov-10	24-48 Baltimore Ave, Lansdowne	Residential	0	82801.00		65515.50	0	17285.50
Dec-10	513 S Roberts Rd, Radnor	Residential	262.5	82538.50	262.5	65253.00		17285.50
Apr-11	MacDade & Chestnut, Darby Borough	Commercial	1837.5	80701.00		65253.00	1837.5	15448.00
Jun-11	1313 Center Rd, Haverford	Residential	625	80176.00	625	64728.00		15448.00
Jun-11	1001 Cedar Ave, Yeadon	Commercial	74	80102.00		64728.00	74	15374.00
Jun-11	712-714 Sharon Ave, Darby Twp	Residential	525	79577.00	525	64203.00		15374.00
Jul-11	616-518 Main St, Darby Borough	Commercial	980	78517.00		64203.00	980	14414.00
Sep-11	412 Conesoga Rd, Radnor	Residential	262.5	78354.50	262.5	63940.50		14414.00
Oct-11	1217 Bon Air Rd, Haverford	Residential	787.5	77567.00	787.5	63515.50		14414.00
Oct-11	Elba Rd - Merion Golf Club	Commercial	240	77327.00	240	62913.00		14414.00
Nov-11	117 Sugarloaf Rd, Easttown	Residential	262.5	77064.50	262.5	62650.50		14414.00
Jan-12	1518 Steel Rd, Radnor	Residential	262.5	76802.00	262.5	62388.00		14414.00
Jan-12	Courtney Circle PS Diversion, Radnor	Residential	12337.5	64494.50	12337.5	60950.50		14414.00
Jan-12	1430 County Line Rd, Radnor	Residential	2625	61839.50	2625	47426.50		14414.00
Jan-12	Bentley Rd, Tredyffrin	Commercial	1650	60189.50	1650	45775.50		14414.00
Feb-12	BPG PH 1 of Sector 1, Newtown	Commercial	0	60189.50	0	45775.50		14414.00
Feb-12	Animal Protection Board, Darby Twp	Institutional	2140	58049.50		45775.50	2140	12274.00
Mar-12	606 W Wayne Ave, Radnor	Residential	262.5	57787.00	262.5	45513.00		12274.00
Mar-12	4130 Husy Ave, Upper Darby	Residential	262.5	57524.50	262.5	45513.00	262.5	12011.00
Mar-12	237-245 Lancaster Ave, Radnor	Commercial	-540	58064.50	-540	46553.00		12011.00
Apr-12	700 Chester Pike, Sharon Hill	Commercial	2600	55284.50		46053.00	2600	9211.50
Apr-12	231 N Rolling Rd, Springfield	Residential	262.5	55002.00		46053.00	262.5	8949.00
May-12	700 Chester Pike, Sharon Hill	Commercial	3367	51635.00		46053.00	3367	5682.00
Oct-12	527 St Davids Ave, Radnor	Residential	262.5	51372.60	262.5	45790.50		5682.00
Oct-12	370 Main Rd, Radnor	Residential	262.5	51110.10	262.5	45527.00		5682.00
Nov-12	I&I Credit (Clifton Heights)		-9000	60110.00		45527.00	-9000	14562.00
Nov-12	284 Davis Ave, Clifton Heights	Residential	2625	57495.00		45527.00	2625	11957.60
Nov-12	4 Rockbourne Rd, Clifton Heights	Commercial	660	56825.00		45527.00	660	11267.60
Jan-13	2009 I&I Credit RHM		-76932	133757.00	-76932	122453.00		11267.60
Jan-13	2010 I&I Credit RHM		-50767	184514.00	-50767	173218.00		11267.60
Jan-13	2009 I&I Credit Springfield		-26510	211024.00		173218.00	-26510	37807.00
Jan-13	Haverford Reserve, Haverford	Residential	13134	197890.00	13134	160082.00		37807.00
Jan-13	200 Nhan Creek Rd, Radnor	Residential	625	197365.00	625	159557.00		37807.00

Chapter 94 Consistency Table					
Design Capacity		Present Flows		Projected Flows	
Average	Peak	Average	Peak	Average	Peak
21370000	29340000	21370000.0	29340000.0		
21469225	29439225	21370000.0	29340000.0	21469225	29439225
21469225	29439225	21371050.0	29341050.0	21469225	29439225
21469225	29439225	21371312.5	29341312.5	21469225	29439225
21469225	29439225	21373676.0	29343676.0	21469225	29439225
21469225	29439225	21373938.5	29343938.5	21469225	29439225
21469225	29439225	21382688.5	29352688.5	21469225	29439225
21469225	29439225	21391393.5	29361393.5	21469225	29439225
21469225	29439225	21392968.5	29362968.5	21469225	29439225
21469225	29439225	21395116.5	29365116.5	21469225	29439225
21469225	29439225	21395381.0	29365381.0	21469225	29439225
21469225	29439225	21396643.5	29366643.5	21469225	29439225
21490573	29460573	21396643.5	29366643.5	21490573	29460573
21490573	29460573	21397233.5	29367233.5	21490573	29460573
21490573	29460573	21397233.5	29367233.5	21490573	29460573
21490573	29460573	21408123.5	29378123.5	21490573	29460573
21490573	29460573	21409911.0	29379911.0	21490573	29460573
21490573	29460573	21411621.0	29381621.0	21490573	29460573
21490573	29460573	21411883.5	29381883.5	21490573	29460573
21490573	29460573	21413456.5	29383456.5	21490573	29460573
21490573	29460573	21413721.0	29383721.0	21490573	29460573
21490573	29460573	21416038.5	29386038.5	21490573	29460573
21490573	29460573	21416363.5	29386363.5	21490573	29460573
21490573	29460573	21416628.0	29386628.0	21490573	29460573
21490573	29460573	21417151.0	29387151.0	21490573	29460573
21490573	29460573	21428902.0	29398902.0	21490573	29460573
21490573	29460573	21433539.5	29405639.5	21490573	29460573
21490573	29460573	21443684.5	29415784.5	21490573	29460573
21490573	29460573	21443927.0	29416027.0	21490573	29460573
21490573	29460573	21444189.6	29416289.6	21490573	29460573
21490573	29460573	21445250.2	29417350.2	21490573	29460573
21490573	29460573	21445764.5	29417864.5	21490573	29460573
21528290	29498290	21445764.5	29417864.5	21528290	29498290
21528290	29498290	21446027.0	29418127.0	21528290	2

Jan-13	Stratford Station Apts, Tredyfflin	Residential	2625	194750.00	2625	156932.00		37807.00
Jan-13	228 W Wayne Ave, Radnor	Residential	1575	193165.00	1575	155357.00		37807.00
Jan-13	3590 West Chester Pike, Newtown	Commercial	1575	191590.00	1575	153782.00		37807.00
Jan-13	615 Newtown Rd, Radnor	Residential	2100	189450.00	2100	151682.00		37807.00
Jan-13	Munger & Newtown St Rd, Newtown	Residential	787.5	188702.50	787.5	150834.50		37807.00
Mar-13	411 Timber Lane, Newtown	Residential	262.5	188440.00	262.5	150832.00		37807.00
May-13	11 Northwood Rd, Newtown	Residential	262.5	188177.00	262.5	150559.50		37807.00
Jul-13	1594 Steel Rd, Haverford	Residential	262.5	187915.00	262.5	150107.00		37807.00
Jul-13	3599 West Chester Pike, Newtown	Commercial	200	187115.00	200	149907.00		37807.00
Sep-13	50 H2top Rd, Haverford	Institutional	100	187115.00	100	149807.00		37807.00
Sep-13	110 S Wycombe Ave, Lansdowne	Residential	262.5	187352.50		149807.00	262.5	37544.50
Sep-13	103-105 Glenwood Ave, Clifton Heights	Residential	525	186827.50		149807.00	262.5	37282.00
Oct-13	1254 Leedom Rd, Haverford	Residential	262.5	186565.00	262.5	149544.50		37282.00
Dec-13	808 Longacre Blvd, Yeasden	Institutional	250	186315.00		149544.50	250	37032.00
Jan-14	115 Stratford Ave, Radnor	Residential	2887.5	183427.50	2887.5	146557.00		37032.00
Feb-14	301 S Valley Forge Rd, Tredyfflin	Residential	1375	182052.50	1375	145282.00		37032.00
Mar-14	3500 West Chester Pike, Newtown	Residential	10500	171552.50	10500	134782.00		37032.00
Mar-14	1220 Chester Pike, Sharon Hill	Commercial	130	171422.50		134782.00	130	36902.00
May-14	80 Lawrence Rd, Maple	Commercial	1427	169995.00	1427	133555.00		36902.00
May-14	2609 Sunset Blvd, Maple	Residential	262.5	169733.00	262.5	133092.50		36902.00
Jun-14	Androssan Farm, Radnor	Residential	19950	148783.00	19950	113142.50		36902.00
Jul-14	24 W Baltimore Ave, Lansdowne	Commercial	400	149383.00		119142.50	400	36502.00
Sep-14	Sumey Services, Tredyfflin	Commercial	397	148988.00	397	112745.50		36502.00
Oct-14	205 Stratford Rd, Radnor	Residential	1050	147935.00	1050	111695.50		36502.00
Dec-14	217 Pine Tree Rd, Radnor	Residential	262.5	147873.50	262.5	111433.00		36502.00
Dec-14	771-787 E Lancaster Ave, Radnor	Commercial	6055	141618.50	6055	105378.00		36502.00
Jun-15	120-124 Bloomingdale Ave, Radnor	Residential	1050	140568.50	1050	104328.00		36502.00
Jul-15	Villanova CCID Development	Commercial	-43968	184536.50	-43968	148296.00		36502.00
Jul-15	Elba Praevre	Commercial	15000	189536.50	15000	133296.00		36502.00
Sep-15	Procco, BarMey & Greenhill, Maple	Residential	262.5	189274.00	262.5	133033.50		36502.00
Feb-16	227-229 Plant Ave, Radnor	Residential	1050	168224.00	1050	131883.50		36502.00
Feb-16	Langford Sq, Maple	Residential	787.5	160349.00	787.5	124108.50		36502.00
Feb-16	Emmaus House - Cabrinl, Radnor	Institutional	50	160299.00	50	124058.50		36502.00
Mar-16	2200 West Chester Pike, Maple	Institutional	1050	159249.00	1050	123008.50		36502.00
Apr-16	Spazolo - Steel Rd, Haverford	Residential	525	158724.00	525	122463.50		36502.00
Apr-16	Fox Hollow, Maple	Residential	3150	155574.00	3150	119333.50		36502.00
May-16	Brightview, Conestoga Rd, Tredyfflin	Residential	11650	143914.00	11650	107873.50		36502.00
May-16	Fairfield Inn, Lawrence Rd, Maple	Commercial	6000	137914.00	6000	101673.50		36502.00
Jun-16	212-216 Bloomingdale Ave, Radnor	Residential	1050	136864.00	1050	100623.50		36502.00
Jul-16	Radnor Library, Radnor	Institutional	774	136090.00	774	99849.50		36502.00
Sep-16	131-133 Caroll Ave, Radnor	Residential	525	135585.00	525	99324.50		36502.00
Sep-16	1235 Steel Rd, Haverford	Residential	252.5	135302.00	252.5	99082.00		36502.00
Oct-16	Baltimore Ave & Jackson St, Clifton Heights	Commercial	1149	134163.50		99082.00	1149	35353.00
Oct-16	741 Newtown Rd, Radnor	Residential	525	133628.50	525	88537.00		35353.00

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21699503	29669503	21653493.5	29533493.5	21469225	29439225
21699503	29669503	21655874.5	29535874.5	21469225	29439225



DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
P.O. Box 999 • Chester, PA 19016-0999

December 13, 2016

Stephen J. Wasylyszyn
G. D. Houtman & Son, Inc.
139 E. Baltimore Pike
Media, PA 19063

RE: Sewer Planning Module
Edward F. McGinley Subdivision
741 Newtown Road, Radnor Township
Tapping Fee

Dear Mr. Wasylyszyn:

Per your letter of November 29, 2016, the payment of the \$2,000.00 tapping fee will be due and payable to DELCORA prior to obtaining a building permit(s) for the two remaining building lots adjacent to the above mentioned property.

Please note that this a one-time exception to our standard procedure of sewer planning module approval prior to receipt of the required tapping fee.

The sewer planning module exemption form has been approved and signed for this project.

Sincerely,

Robert J. Willert
Executive Director

RJW:bab
enclosure

cc: E. Bothwell – via email
C. Catania, Jr., CEA – via email
Accounting – via email
File – Project #2016-1050 & log #2016-1351

ADMINISTRATION

610-876-5523
 FAX: 610-876-2728

CUSTOMER SERVICE/BILLING

610-876-5526
 FAX: 610-876-1460

PURCHASING & STORES

610-876-5523
 FAX: 610-497-7959

PLANT & MAINTENANCE

610-876-5523
 FAX: 610-497-7950

EDOUARD N. HOUTMANN, C. E.
1928-1994

MATTHEW R. HOUTMANN, P. E.
GUSTAVE N. HOUTMANN, P. E.
REGISTERED PROFESSIONAL
ENGINEERS

G. D. HOUTMAN & SON, INC.

CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS
139 E. BALTIMORE PIKE
MEDIA, PENNSYLVANIA 19063

610-565-6363
FAX 610-565-6976

STEPHEN J. WASYLYSZYN
REGISTERED PROFESSIONAL
SURVEYORS

April 29, 2016

PROJECT NARRATIVE
Edward F. McGinley III
#741 Newtown Road
Radnor Township, Delaware County, Pa

Existing Conditions

The applicant owns six (6) individual Lots as were created by a Plan of Subdivision for First Haverford Corp., Prepared by Henry S. Conrey Inc. Dated Sept. 6, 1966. A dwelling is located on Tax Parcel 36-29-075 and a swimming pool on Tax Parcel 36-29-075.001. The remaining Lots are completely vacant. The site has frontage along Camp Woods Circle and access to Newtown Road through a 100' wide access strip shared with six other parcels. The Total area of all six Lots is 6.530 Ac. The entire parcel is maintained as lawn

Description of Proposed changes

The project will consist of combining the six (6) existing Lots, one with a dwelling and five vacant Lots, and preparing a Subdivision Plan of the tract. The existing dwelling is serviced with both public water and sewage disposal. The four (4) existing lots located west of Camp Woods Circle will be reduced to two (2) lots. The new Lot #2 will contain all of the existing improvements with the existing vacant land contained on new Lot #1. The two (2) vacant Lots located on the east side of Camp Woods Circle will be combined to create a larger vacant Lot, new Lot #3. The six (6) existing Lots will be reduced to only three (3) Lots thereby reducing the total existing Lot count by three (3) Lots. This Plan Submission is not proposing any improvements to the Lots.

The projected additional population to be served is estimated as 6 people. This figure was derived using the current census figure generated for the Township, 3.0 (2.51) people per dwelling ($3.0 \times 2 = 6$). The projected additional flows are 525 gpd for the new home. This was derived using 262.50 gpd per household ($262.50 \times 2 = 525$).

EDOUARD N. HOUTMANN, C. E.
1928-1994

MATTHEW R. HOUTMANN, P. E.
GUSTAVE N. HOUTMANN, P. E.
REGISTERED PROFESSIONAL
ENGINEERS

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CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS
139 E. BALTIMORE PIKE
MEDIA, PENNSYLVANIA 19063

610-565-6363
FAX 610-565-6976

STEPHEN J. WASYLYSZYN
REGISTERED PROFESSIONAL
SURVEYORS

April 29, 2016
Revised March 12, 2019

**ALTERNATIVE NARRATIVE
Edward F. McGinley III
#741 Newtown Road
Radnor Township, Delaware County, Pa**

Existing Conditions

The applicant owns six (6) individual Lots as were created by a Plan of Subdivision for First Haverford Corp., Prepared by Henry S. Conrey Inc. Dated Sept. 6, 1966. A dwelling is located on Tax Parcel 36-29-075 and a swimming pool on Tax Parcel 36-29-075.001. The remaining Lots are completely vacant. The site has frontage along Camp Woods Circle and access to Newtown Road through a 100' wide access strip shared with six other parcels. The Total area of all six Lots is 6.530 Ac. The entire parcel is maintained as lawn

Description of Proposed changes

The project will consist of combining the six (6) existing Lots, one with a dwelling and five vacant Lots, and preparing a Subdivision Plan of the tract. The existing dwelling is serviced with both public water and sewage disposal. The four (4) existing lots located west of Camp Woods Circle will be reduced to two (2) lots. The new Lot #2 will contain all of the existing improvements with the existing vacant land contained on new Lot #1. The two (2) vacant Lots located on the east side of Camp Woods Circle will be combined to create a larger vacant Lot, new Lot #3. The six (6) existing Lots will be reduced to only three (3) Lots thereby reducing the total existing Lot count by three (3) Lots. This Plan Submission is not proposing any improvements to the Lots.

The projected additional population to be served is estimated as 6 people. This figure was derived using the current census figure generated for the Township, 3.0 (2.51) people per dwelling ($3.0 \times 2 = 6$). The projected additional flows are 525 gpd for the new home. This was derived using 262.50 gpd per household ($262.50 \times 2 = 525$).

Adjacent Land Uses

The McGinley Tract is located at the end of a Private Drive in the center of a residential area. The properties located to the north are residential with access to Atterbury Road. These dwellings are provided sewage disposal with public sewers located in Atterbury Road. The residential properties located along the east of the site are provided sewage disposal services with a public collection line located in Sproul Road. The properties located south of the site are provided sewage disposal with a public collection line located in Camp Woods Circle. The collection line located in Camp Woods Circle is the same collection line located in Atterbury Road. The line flows south from Atterbury Road through an existing 20' Wide Utility Easement located on the McGinley Tract through Camp Wood Circle to a collection line located in Camp Woods Road. The residential properties located west of the site have access to another collection line flowing from the north to the south and connecting with line located in Camp Woods Road. The entire system is owned by Radnor Township with no known malfunctions or overloads. The Official Sewage Facilities Plan indicated public sewage disposal for this area.

Alternate Sewage Disposal

The potential methods of sewage disposal are the following.

1. Stream discharge
2. Spray irrigation.
3. Individual on-site system.
4. Public sanitary sewers

Method #1 was not chosen due to the economics of providing a treatment plant for two (2) single-family dwellings with no stream immediately available.

Method #2 Spray irrigation was also deemed not feasible for use of two (2) single-family dwellings with a very limited area available for spray irrigation.

Method # 3 was the original method chosen for sewage disposal for this area, however when the sanitary sewers were installed within the public road right-of-way new homes were required to connect and existing homes provided access if required.

Method #4, Public sanitary sewers was chosen as the method for providing sewer service due to the presence of the existing sanitary sewer collection system located through the approximate center of the project. The existing collection line, owned by Radnor Township, flows from Atterbury Road through this site, within an existing 20' Wide Utility Easement, to Camp Woods Circle.



May 3, 2016

Stephen J. Wasylyszyn
G.D. Houtman & Son, Inc.
139 E. Baltimore Pike
Media, PA 19063

Re: Water Availability
741 Newtown Road
Radnor Township, Delaware County

Dear Mr. Wasylyszyn:

This letter will serve as confirmation that the above referenced property is situated within Aqua Pennsylvania Inc.'s ("Aqua") service territory. Service would be provided in accordance with Aqua's Rules and Regulations.

The proposed new lot number one will obtain service from Aqua's existing main in Camp Woods Circle and service to the proposed lot number three will originate from Aqua's existing main in Atterbury Road. Service will be provided following receipt and approval of an application for water service. Note that each property, in accordance with Aqua's rules and regulations, will be required to have a meter pit for service. To obtain service, please contact Deanne L. Ciotti, Aqua's New Service Representative at 610-541-4160. Ms. Ciotti will provide you with the appropriate service applications.

Flow data information may be obtained from our Production Department so that you may determine the adequacy of our supply for your project needs. Please fax a written request to Lisa Thomas Oliva at 610-645-1162 containing the address, street, cross street and municipality and all pertinent contact information.

If I can be of further assistance, you may contact me at (610) 645-1105.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. McIntyre".

David C. McIntyre
New Business Coordinator



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

Completeness Checklist

The individual completing the component should use the checklist below to assure that all items are included in the module package. The municipality should confirm that the required items have been included within 10 days of receipt, and if complete, sign and date the checklist.

Sewage Collection and Treatment Facilities

- Name and Address of land development project.
- U.S.G.S. 7.5 minute topographic map with development area plotted.
- Project Narrative.
- Letter from water company (if applicable).
- Alternative Analysis Narrative.
- Details of chosen financial assurance method.
- Proof of Public Notification (if applicable).
- Name of existing collection and conveyance facilities.
- Name and NPDES number of existing treatment facility to serve proposed development.
- Plot plan of project with required information.
- Total sewage flows to facilities table.
- Signature of existing collection and/or conveyance Chapter 94 report preparer.
- Signature of existing treatment facility Chapter 94 report preparer.
- Letter granting allocation to project (if applicable).
- Signature acknowledging False Swearing Statement.
- Completed Component 4 (Planning Agency Review) for each existing planning agency and health department.
- Information on selected treatment and disposal option.
- Permeability information (if applicable).
- Preliminary hydrogeology (if applicable).
- Detailed hydrogeology (if applicable).

Municipal Action

- Component 3 (Sewage Collection and Treatment Facilities).
- Component 4 (Planning Agency Comments and Responses).
- Proof of Public Notification.
- Long-term operation and maintenance option selection.
- Comments, and responses to comments generated by public notification.
- Transmittal Letter



Signature of Municipal Official

4/24/17

Date submittal determined complete

April 19, 2016

Mr. Stephen J. Wasylyszyn
G.D. Houtman & Son, Inc.
139 East Baltimore Pike
Media, PA 19063

Re: Application for Planning Modules
Checklist Letter – Component 3
McGinley Subdivision
DEP Code No. 1-23013-251-3J
Radnor Township
Delaware County

Dear Mr. Wasylyszyn:

In response to your application mailer, this checklist letter outlines what is required to be submitted to the municipality and the Department of Environmental Protection (DEP) as a complete module packet for the proposed development. Your development proposes the consolidation of 6 lots (5 vacant) into 3 proposed building lots that will be served by a connection to public sewer.

Sewage Facilities Planning Module forms are available from our eLibrary as MS Word Form Fields files directly from DEP's website address located in the footer below. In the left-hand column, select the Water heading and then select Water Standards and Facility Regulation. In the right-hand column, select Wastewater Management and then select Act 537. Under Act 537, select Sewage Facilities Planning. Under Planning Forms, select the appropriate forms. The link will take you to the eLibrary location for the form.

Please select the following forms for this project and enter the above-referenced DEP Code Number on the first page of each form:

Sewage Facilities Planning Module Transmittal Letter, Form 3800-FM-BPNPSM0355
Sewage Facilities Planning Module Resolution, Form 3800-FM-BPNPSM0356
Sewage Facilities Planning Module Component 3, Form 3800-FM-BPNPSM0353

- Instructions
- Form

Sewage Facilities Planning Module Component 4

- 4A-Municipal Planning Agency Review, Form 3800-FM-BPNPSM0362A
- 4B-County Planning Agency Review, Form 3800-FM-BPNPSM0362B

Please submit the completed planning modules and supporting information to the municipality or municipalities in which the project is located. DEP must receive 1 copy of the completed planning module. Please answer all questions within the planning module. Do not simply answer "N/A" or "Not Applicable." If you feel a question does not apply, explain all reasons to support that answer. For this project, optional Section J must be completed.

Please refer to the Standard Operating Procedures (SOP) that govern Act 537 sewage facilities planning module reviews. The SOPs can be found on the DEP website at http://www.portal.state.pa.us/portal/server.pt/community/Permit_Decision_Guarantee/21215/SOPs/1294992. Consistent with the SOP, DEP may disapprove an administratively incomplete planning module submission. Please use the checklist provided in this letter below to guide both you and the municipality in providing an administratively complete planning module submission to DEP for review.

A copy of this letter should be attached to the planning module when submitted through the municipality to DEP. This letter is to be used by the applicant (or the applicant's authorized representative) as a checklist and guide to completing the planning modules and does not supersede the rules and regulations found in Chapter 71. The municipality must submit a complete module package. (See end of letter for applicant and municipal certification statements.)

In all cases, address the immediate and long range sewage disposal needs of the proposal and comply with 25 Pa. Code, Chapter 71, Subchapter C relating to New Land Development Plan Revisions.

If you have any questions concerning the information required, please contact me at 484.250.5186.

Sincerely,



Stefanie Rittenhouse
Sewage Planning Specialist 2
Clean Water

cc: Delaware County Planning Department
Radnor Township
Mr. McGinley
RHM
Mr. Fulton - Springfield Township
Upper Darby Township
DCJA
DELCORA
Mr. Ponert - City of Philadelphia Water Department
Planning Section
Re 30 (GJE16CLW)110-8

Applicant Checklist (✓ or N/A)	Materials Required to be Included in the Planning Package	DEP Completeness Review
DEP Checklist Letter		
✗	DEP checklist letter is attached with items checked off by the applicant (or applicant's authorized representative) as included	
✗	DEP checklist letter certification statement completed and signed	
Transmittal Letter (Form 3800-FM-BPNPSM0355)		
X	Transmittal Letter is attached, completed and the appropriate boxes in Section (i) are checked.	
X	Transmittal Letter is signed by the municipal secretary	
Resolution of Adoption (Form 3800-FM-BPNPSM0356)		
X	Resolution of Adoption is attached and completed	
X	Resolution of Adoption is signed by the municipal secretary	
X	Resolution of Adoption has a visible municipal seal	
Component 4A - Municipal Planning Agency Review (Form 3800-FM-BPNPSM0362A)		
X	Component 4A is attached, completed and signed	
	Municipal Responses to Component 4A comments are included	
Component 4B - County Planning Agency Review (Form 3800-FM-BPNPSM0362B)		
✗	Component 4B is attached, completed and signed	
	Municipal Responses to Component 4B comments are included	
Component 4C - County or Joint Health Department Review (Form 3800-FM-BPNPSM0362C)		
	Component 4C is attached, completed and signed	
	Municipal Responses to Component 4C comments are included	
Component 3 Sewage Facilities Planning Module (Form 3800-FM-BPNPSM0353)		
<i>Section A: Project Information</i>		
✗	Section A.1. The Project Name is completed	
✗	Section A.2. The Brief Project Description is completed	
<i>Section B: Client Information</i>		
✗	Client Information is completed	
<i>Section C: Site Information</i>		
✗	Site Information is completed	
✗	A copy of the 7.5 minute USGS Topographic map is attached with the development site outlined, as required by the instructions and the checklist	
<i>Section D: Project Consultant Information</i>		
✗	Project Consultant Information is completed	

<i>Section E: Availability of Drinking Water Supply</i>		
X	The appropriate box is checked in Section E	
X	For existing public water supplies, the name of the company is provided	
	For public water supplies, the certification letter from the public water company is attached	
<i>Section F: Project Narrative</i>		
X	The Project Narrative is attached	
X	All information required in the module directions has been addressed	
<i>Section G: Proposed Wastewater Disposal Facilities</i>		
X	Section G.1.a. The collection system boxes are checked	
N/A	The Pennsylvania Clean Streams Law (CSL) permit number is provided for existing systems	
X	Section G.1.b. The questions on the collection system are completed	
X	Section G.2.a. The appropriate treatment facility box is checked	
X	For existing treatment facilities, the name is provided	
X	For existing treatment facilities, the NPDES permit number is provided	
X	For existing treatment facilities, the CSL permit number is provided	
N/A	For new treatment facilities, the discharge location is provided	
X	Section G.2.b. The certification statement has been completed and signed by the wastewater treatment facility permittee or their representative	
X	Section G.3. The plot plan is attached and contains all items in the module instructions under Section G.3	
X	The plot plan will show the proposed sewer facilities, sewer extension and/or point of connection to the existing sewer line or point of discharge	
NOT REQUIRED	Copies of easement(s) or right-of-way(s) are attached	
X	Section G.4. The boxes are checked regarding Wetland Protection	
X	Section G.5. The boxes are checked regarding Primary Agricultural Land	
X	Section G.6. The boxes are checked confirming consistency with the Historic Preservation Act	
NOT REQUIRED	The Cultural Resources Notice (CRN) (Form 0120-PM-PY0003) is attached	
NOT REQUIRED	A return receipt for its submission to the Pennsylvania Historical and Museum Commission (PHMC) is attached	

<i>Section G: Proposed Wastewater Disposal Facilities</i>		
	NOT REQUIRED	The PHMC review letter is attached
X		Section G.7. The boxes are checked regarding Pennsylvania Natural Diversity Inventory (PNDI)
X		Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt is attached
X		PNDI Review Receipt, if no potential impacts identified, is not older than 2 years
	NOT REQUIRED	All supporting resolution documentation from jurisdictional agencies (when necessary) is attached and not older than 2 years
	NOT REQUIRED	A completed PNDI Large Project Form (PNDI Form) (Form 8100-FM-FR0161) is attached with all supplemental materials and DEP is requested to complete the search.
<i>Section H: Alternative Sewage Facilities Analysis</i>		
X		The Alternative Sewage Facilities Analysis is attached
X		All information required in the module directions has been addressed
<i>Section I: Compliance with Water Quality Standards and Effluent Limitations</i>		
		The box is checked regarding Waters Designated for Special Protection
		The Social or Economic Justification is attached
	NOT APPLICABLE	The box is checked regarding Pennsylvania Waters Designated As Impaired
		The box is checked regarding Interstate and International Waters
		The box is checked regarding Tributaries to the Chesapeake Bay and the required information is provided
		The Name of Permittee Agency, Authority, Municipality and the Initials of Responsible Agent are provided
		If discharge to an intermittent stream, dry swale or manmade ditch is proposed, provide evidence that a certified letter has been sent to each owner of property over which the discharge will flow until perennial conditions are met
<i>Section J: Chapter 94 Consistency Determination</i>		
N/A		A map showing the path of the sewage to the treatment facility and the location of the discharge is provided
X		Section J.I. The Project Flows are provided
X		Section J.2. The permitted, existing, and projected average and peak flows are provided in the table for collection, conveyance and treatment facilities
X		Section J.3.a. The appropriate box is checked indicating capacity in the Collection and Conveyance Facilities

<i>Section J: Chapter 94 Consistency Determination</i>		
X	Section J.3.b. The Collection System information is completed, signed and dated	
X	Section J.3.b. The Conveyance System information is completed, signed and dated	
X	Section J.4.a. The appropriate box is checked regarding projected overloads at the Treatment Facility	
X	Section J.4.b. The Treatment Facility information is completed, signed and dated	
N/A	The Permittee of the wastewater treatment facility has submitted a Chapter 94 Wasteload Management Report, which includes the information for the collection and conveyance system to serve this project	
X	An acceptable Wasteload Management Report Corrective Action Plan (CAP) and schedule has been submitted, as well as a connection management plan	
X	A letter from the permittee, which grants allocations to the project consistent with the CAP, and a copy of the connection management plan has been submitted	
N/A	Letter indicating the treatment plant is an interim regional treatment facility is attached	
<i>Section K: Treatment and Disposal Options</i>		
	For proposed treatment facilities, the appropriate box is checked indicating the selected Treatment and Disposal Option	
<i>Section L: Permeability Testing</i>		
	The Permeability Testing information is attached	
<i>Section M: Preliminary Hydrogeologic Study</i>		
	The Preliminary Hydrogeologic Study is attached	
	The Preliminary Hydrogeologic Study is signed and sealed by a Professional Geologist	
<i>Section N: Detailed Hydrogeologic Study</i>		
	The Detailed Hydrogeologic Study is attached	
	The Detailed Hydrogeologic Study is signed and sealed by a Professional Geologist	
<i>Section O: Sewage Management</i>		
	Section O.1. The box is checked indicating municipal or private facilities	
	If municipal, the remainder of Section O is not applicable	
	If private, the required analysis and evaluation of sewage management options is attached	
	Section O.2. The appropriate box is checked regarding the use of nutrient credits or offsets	

<i>Section O: Sewage Management</i>		
	Section O.3. The Project Flows for the private facilities are provided	
	Section O.4.a. The appropriate box is checked indicating capacity in the existing private Collection and Conveyance Facilities	
	Section O.4.b. The private Collection System information is completed, signed and dated	
	Section O.4.c. The private Conveyance System information is completed, signed and dated	
	Section O.5.a. The appropriate box is checked regarding projected overloads at the private Treatment Facility	
	Section O.5.b. The private Treatment Facility information is completed, signed and dated	
	Section O.6. The box is checked indicating the municipality will assure proper operation and maintenance of the proposed private facilities	
	The required documentation of sewage management is attached	
<i>Section P: Public Notification Requirement</i>		
	All Public Notification boxes in this section are checked	
	The public notice is attached, if public notification is necessary	
	All comments received as a result of the notice are attached	
	The municipal responses to these comments are attached	
	The box is checked indicating that no comments were received, if valid	
<i>Section Q: False Swearing Statements</i>		
X	The planning module preparer's false swearing statement is completed and signed	
<i>Section R: Planning Module Review Fee</i>		
	The correct fee has been calculated	
	The correct fee has been paid	
X	The request for fee exemption has been checked	
X	The deed reference information is provided to support the fee exemption	
<i>Completeness Checklist</i>		
X	The module completeness checklist is included	
X	All completeness items have been checked as included by the municipality, as appropriate	
X	The Municipal Official has signed and dated the checklist	

CERTIFICATION STATEMENT

I certify that this submittal is complete and includes all requested items. I understand that failure to submit a complete module package may result in a denial of the application.

Signed: Stephen J. Wasylyszyn, PLS
Applicant (or Applicant's authorized representative)
G.O. Horton and son - Applicant's consultant

Date: 3/2/17

Signed: [Signature]
Municipal Secretary

Date: 4/24/17

1. PROJECT INFORMATION

Project Name: **McGinley**

Date of Review: **7/17/2019 01:32:31 PM**

Project Category: **Development, Residential, subdivision which will contain 1-2 lots with 1-2 single family living units**

Project Area: **10.11 acres**

County(s): **Delaware**

Township/Municipality(s): **RADNOR**

ZIP Code: **19085**

Quadrangle Name(s): **NORRISTOWN**

Watersheds HUC 8: **Lower Delaware**

Watersheds HUC 12: **Darby Creek**

Decimal Degrees: **40.021420, -75.372470**

Degrees Minutes Seconds: **40° 1' 17.1102" N, 75° 22' 20.8934" W**

2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	No Known Impact	No Further Review Required

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

Note that regardless of PNDI search results, projects requiring a Chapter 105 DEP individual permit or GP 5, 6, 7, 8, 9 or 11 must comply with the bog turtle habitat screening requirements of the PASPGP.

McGinley

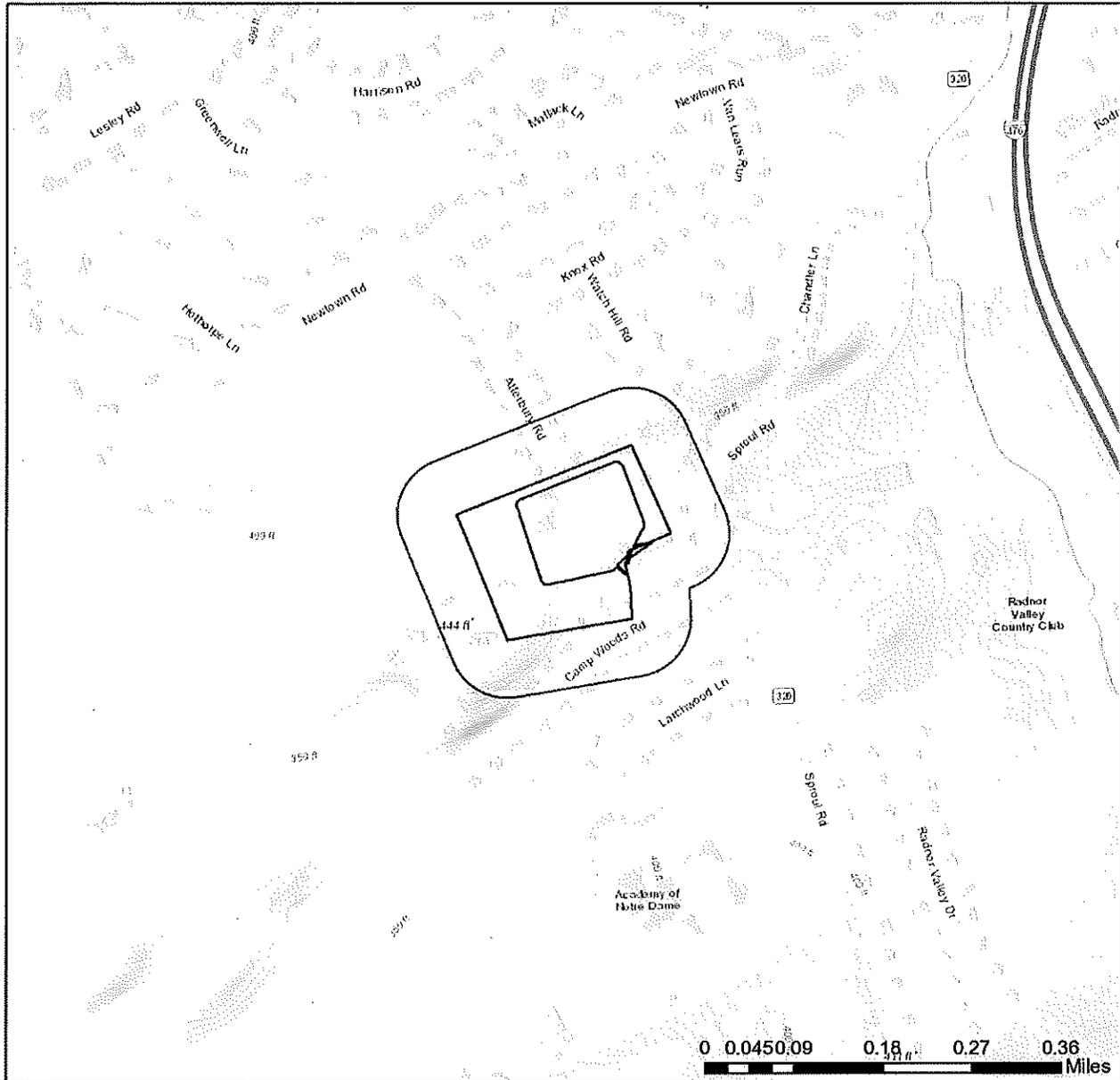


- Project Boundary
- Buffered Project Boundary

Service Layer Credits: Sources; Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

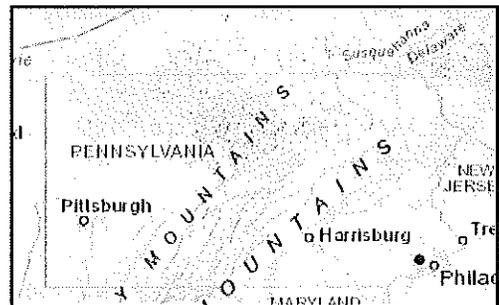


McGinley



- Project Boundary
- Buffered Project Boundary

Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
 Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS,



3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

PA Game Commission

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Department of Conservation and Natural Resources

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Fish and Boat Commission

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

U.S. Fish and Wildlife Service

RESPONSE:

No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq. is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page (www.naturalheritage.state.pa.us). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

6. AGENCY CONTACT INFORMATION

PA Department of Conservation and Natural Resources
Bureau of Forestry, Ecological Services Section
400 Market Street, PO Box 8552
Harrisburg, PA 17105-8552
Email: RA-HeritageReview@pa.gov

U.S. Fish and Wildlife Service
Pennsylvania Field Office
Endangered Species Section
110 Radnor Rd; Suite 101
State College, PA 16801
NO Faxes Please

PA Fish and Boat Commission
Division of Environmental Services
595 E. Rolling Ridge Dr., Bellefonte, PA 16823
Email: RA-FBPACENOTIFY@pa.gov

PA Game Commission
Bureau of Wildlife Habitat Management
Division of Environmental Planning and Habitat Protection
2001 Elmerton Avenue, Harrisburg, PA 17110-9797
Email: RA-PGC_PNDI@pa.gov
NO Faxes Please

7. PROJECT CONTACT INFORMATION

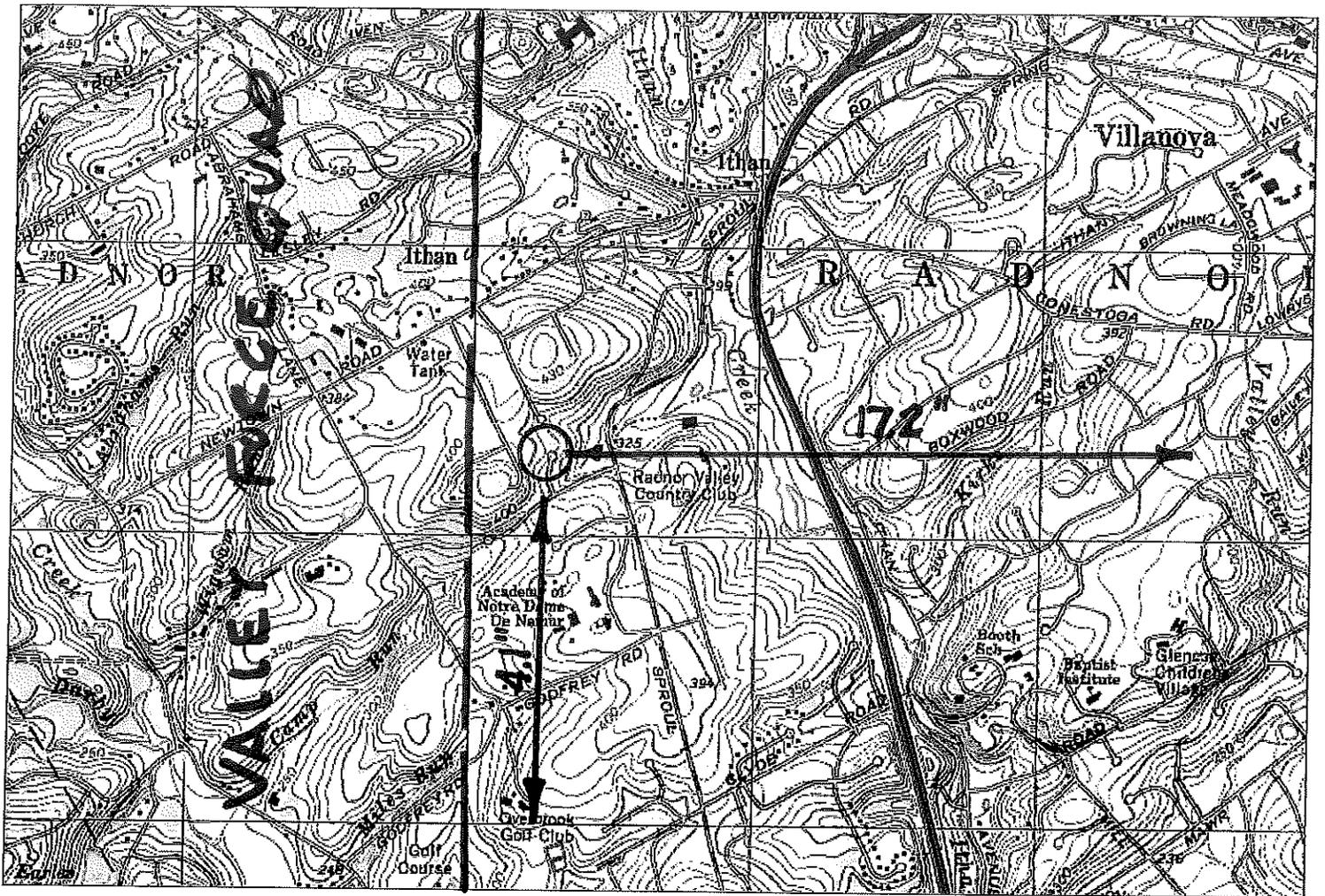
Name: STEPHEN J. WASYLYSEYAN PLW
Company/Business Name: GD HOUTMAN & SON, INC
Address: 139 E. BALTIMORE PIKE
City, State, Zip: MEDIA, PA 19063
Phone: (610) 565-6363 Fax: (610) 565-6976
Email: SIW @ GD HOUTMAN . COM

8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

Stephen J. Wasylyseyan
applicant/project proponent signature

7/17/19
date



Map provided by MyTopo.com

NORRISTOWN QUAD

H. B. T. MONTGOMERY



The Owners (and tenants, occupants, and users holding thereunder) of Lots 25, 26, and 27 shall have the right of ingress and egress to their respective lots over a common 50 foot wide right-of-way being a 20 foot extension of Atterbury Road as shown.

SHALL BE WITH THE FOLLOWING EASEMENT AND SUBJECT TO THE OBLIGATIONS PROVIDED HEREIN WHICH SAID OBLIGATIONS THE GRANTEE BY ACCEPTANCE AND RECORDING OF THIS DEED AGREES TO AS FOLLOWS:
 The Owner (and tenants, occupants and users holding thereunder) of Lots 339, 340, 341, 342, and 343 shall have a perpetual easement for the use, for ingress, egress, and egress to and from their respective lots, of a 100' wide right-of-way and existing driveway as shown on this Subdivision made for First Haverford Corporation by Henry S. Conroy, Inc. dated September 4, 1966, leading from Newtown Road to the North in a southerly direction to a point 60' south of the boundary line (as theoretically extended across said right-of-way) dividing said lots from adjoining property of H.B.T. Montgomery to the north, said easement to be held by said owners in common with each other and in common with the grantor, its successors and assigns for the benefit of said owners of Lots 339, 340, 341, 342 and 343 to be subject to the liability of said owners of Lots 339, 340, 341, 342 and 343 to share equally the expense of the proper maintenance in good order and repair of said right-of-way including said driveway provided further that if any lot owner shall fail at any time to agree promptly to share and pay said expense, or if agreed then to pay same, the Township of Radnor is hereby given the right to make any necessary repairs and assess the proper expense thereof against said lot owner, with right to lien if said assessment is unpaid.

H. B. T. MONTGOMERY

ACADEMY OF NOTRE DAME DE NAMUR

530 CORPORATION

CURVE DATA

Station	1	2	3	4	5	6	7
Δ	101° 35' 10"	02° 25' 05"	18° 22' 15"	18° 17' 40"	17° 27' 20"	33° 05' 20"	2° 34' 24"
E	123.43	234.20	123.63	215.20	432.45	212.58	539.77
F	45.00	143.79	200.00	200.00	41.00	24.00	65.41
A	00.74	209.35	236.59	201.25	138.20	144.43	126.53
C	20.00	239.24	334.20	332.21	132.45	144.21	126.53
Δ	N 88° 45' 51" E	N 20° 12' 28" E	S 25° 44' 52" W	S 68° 54' 24" W	N 78° 11' 37" E	N 41° 40' 15" W	N 07° 32' 48" W

ZONING REQUIREMENTS
 R-1 Residential District
 Minimum Lot Area - 5000 Sq. Ft.
 Minimum Front Yard - 120'
 Minimum Side Yard - 60'
 Minimum Rear Yard - 40'
 Minimum Front - 25' Min. 4' 60" Max.
 Notes: All requirements may be waived by 75% subject to High VIII Section 1310 of the Zoning Ordinance, June 1963.

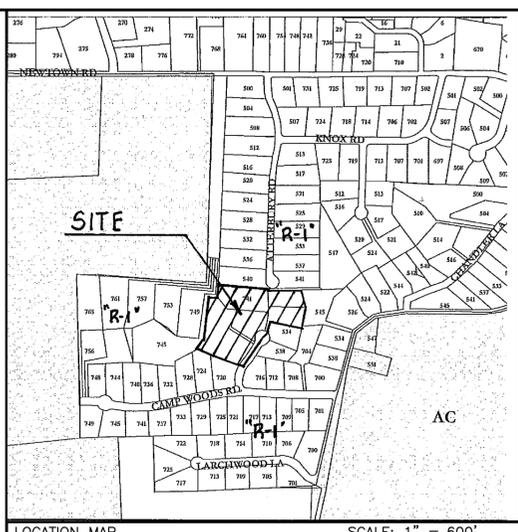
NOTES
 Total front area - 58,440 Sq. Ft. as Lots
 Public water to be provided
 Survey monuments shown thus & are to be placed following completion of lot grading
 Township of Radnor, 1965, shall not be responsible with field survey data.

Rev. 6-30-67 for bluff location lots 341 & 342
 Rev. 6-19-67 Lot lines between lots 21 and 22
 Rev. 4-18-67 Easement added Lot 18 & 19

1000

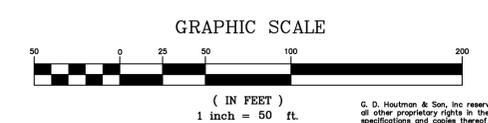
Revised 10-7-66

PLAN OF SUBDIVISION
 FOR
FIRST HAVERFORD CORP.
 RADNOR TOWNSHIP, DELAWARE COUNTY, PA.
HENRY S. CONROY, INC.
 DIVISION OF
CHESTER VALLEY ENGINEERS
 117 W. LANCASTER AVE. HARRISBURG, PA.
 SCALE: 1" = 40' DATE: 10-7-66 DRAWN BY: [Signature]



- GENERAL NOTES:**
- *Lot No. Tax Folio No. Tax Map No. Deed of Record Lot Area Gross
 35 36 04 02098 03 36 29 080-000 Bk1156 Pg2333 0.897 Ac.
 34 36 04 02044 02 36 29 081-000 Bk1156 Pg2333 0.751 Ac.
 35 36 04 02044 03 36 29 075-000 Bk1156 Pg2340 1.332 Ac.
 36 36 04 02098 04 36 29 075-001 Bk1156 Pg2340 1.128 Ac.
 37 36 04 02098 05 36 29 075-002 Bk1156 Pg2340 1.464 Ac.
 38 36 04 02098 06 36 37 015-000 Bk1156 Pg2346 0.958 Ac.
 - * Refers to Lot Numbers as shown on the Plan referenced in Note #7(B)
 - Total area 6.530 Ac. Gross
 Zoned R-1 Current regulations
 Minimum Lot Size - 1.0 Acre
 Minimum Lot Width at building - 120'
 Minimum Front Yard - 60'
 Minimum Side Yard - 25'
 Minimum Side Yard Aggr. - 60'
 Minimum Rear Yard - 40'
 Maximum Building Coverage - 15%
 Maximum Impervious Coverage - 22%
 Maximum Height - 35' or 3 Stories
 Accessory setback - 10' side and rear
 - The existing Lots are serviced by Public Water & Public Sewage
 - Owners/Applicant: Edward F. McGinley III
 741 Newtown Rd
 Villanova, PA 19085
 - There is no 100-Year Flood Plain on this site as shown on the Flood Insurance rate Map (FIRM), Delaware County, Pa, Panel 38 of 250, Map Number 2045C0038F - Map revised November 18, 2009.
 - Reference Plans: (A) Lot Line Revision Plan Prepared for Debbie McGinley, prepared by Chester Valley Engineers, Inc., dated June 12, 1991. (B) Plan of Subdivision for First Haverford Corp. Prepared by Henry S. Conroy Inc. Dated Sept. 6, 1966 Last revised June 30, 1967.
 - The parcel contains no wetlands as shown on the Norristown Quadrangle Map delineating wetlands.
 - Topography shown as Reference Plan #7(B). Elevations per approximate USGS Datum. Bench Mark: Center of cul-de-sac paving Camp Woods Circle, Elevation 373.00
 - Soils per Soil Survey, Chester and Delaware Counties, Pennsylvania, Series 1959, No. 19, Issued May 1963, Panel 30. The entire site is GeB2
 GeB2 Glenely channery silt loam, 3 to 8 percent slopes, moderately eroded

- LEGEND**
- EXISTING DECIDUOUS TREE
 - EXISTING 2' CONTOUR
 - EXISTING 10' CONTOUR
 - EXISTING SANITARY MANHOLE
 - EXISTING SANITARY SEWER
 - EXISTING FENCES
 - STEEP SLOPES (> 20%)



The information shown on this plan is the result of a professional service rendered by G.D. Houtman & Son, Inc. Reproduction of this plan without approval of G.D. Houtman & Son, Inc. is not permitted. The reproduction of a copy of this plan for the purpose of creating additional copies or making a plan shall, in no circumstance, be approved. Certification for the work contained herein is limited to the entity for whom the work was performed as of the date shown on the plans.

Note: All locations of existing utilities shown on the plan have been developed from existing utility records and / or above ground examination of the site. Completeness or accuracy of locations and depth of underground utilities or structures cannot be guaranteed. Contractor must verify location and depth of all underground utilities and facilities before start of work, as per PA Act 181 as per the latest amendment of PA Act 287 of 1974, Effective Mar. 26, 2007

G. D. Houtman & Son, Inc. reserves its common law copyright and all other proprietary rights in these plans. All drawings, specifications and copies thereof are to remain property of G. D. Houtman & Son, Inc. They are to be used only in respect to the project. They are not to be altered or represented to be suitable for reuse by owner or others on extensions of project or any other project. They are not to be assigned to any third party without first obtaining written permission by G.D. Houtman & Son, Inc. Any re-use without written permission for the specific purpose intended will be at the third party's sole risk and without liability or legal exposure to G. D. Houtman & Son, Inc. The third party shall further indemnify and hold harmless G. D. Houtman & Son, Inc. from all claims, damages, losses and expenses arising in respect to or resulting therefrom.

These plans were prepared to obtain Subdivision/Land Development approval from the governing Municipality and to obtain certain permits from state and federal agencies. If a surveyor or engineer other than G. D. Houtman & Son, Inc. is contracted to perform construction stoke-out services, said surveyor or engineer shall assume the responsibility for verifying dimensions, elevations, presence of underground utilities, utility interferences, building size, etc. for coordinating information shown on lot-out plans, grading plans, utility plans, profiles, and details, and for coordinating these plans with plans prepared by others such as utility companies, architectural building plans, landscape plans, lighting plans and etc.

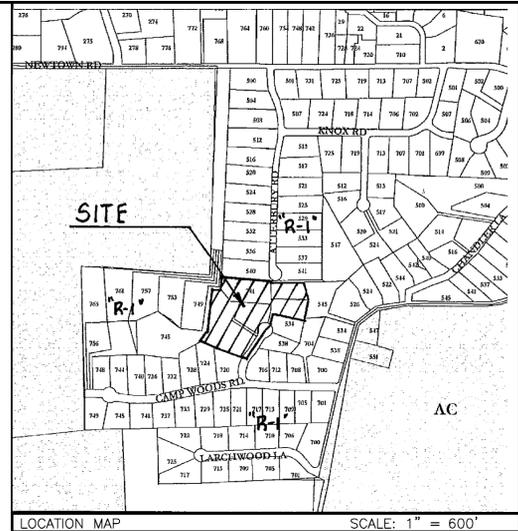
DATE	REVISION

LOTS 1 & 3

PROPOSED DWELLINGS FOR
PROPERTY OF
EDWARD F. MCGINLEY III
RADNOR TOWNSHIP
DELAWARE COUNTY, PA

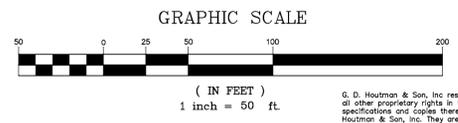
G.D. HOUTMAN & SON, INC. CIVIL ENGINEERS—LAND SURVEYORS LAND PLANNERS 139 EAST BALTIMORE PIKE (810)565-6363 MEDIA, PA 19063	Sheet 1 of 3 PROJECT: MCGINLEY WORK ORDER: 37592 FILE: 37592
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Note:
Proposed dwellings shown for conceptual purposes only. Dwellings provided to indicate locations of proposed water line and sanitary sewer lateral connections.



- GENERAL NOTES:**
- *Lot No. Tax Folio No. Tax Map No. Deed of Record Lot Area Gross
 - 33 36 04 02098 03 36 29 080-000 Bk1156 Pg2333 0.897 Ac.
 - 34 36 04 02044 02 36 29 081-000 Bk1156 Pg2333 0.751 Ac.
 - 35 36 04 02044 03 36 29 075-000 Bk1156 Pg2340 1.332 Ac.
 - 36 36 04 02098 04 36 29 075-001 Bk1156 Pg2340 1.128 Ac.
 - 37 36 04 02098 05 36 29 075-002 Bk1156 Pg2340 1.464 Ac.
 - 38 36 04 02098 06 36 37 015-000 Bk1156 Pg2346 0.958 Ac.
- * Refers to Lot Numbers as shown on the Plan referenced in Note #7(B)
- Total area 6.530 Ac. Gross
 - Zoned R-1 Current regulations
 - Minimum Lot Size - 1.0 Acre
 - Minimum Lot Width at building - 120'
 - Minimum Front Yard - 60'
 - Minimum Side Yard - 25'
 - Minimum Side Yard Aggr. - 60'
 - Minimum Rear Yard - 40'
 - Maximum Building Coverage - 15%
 - Maximum Impervious Coverage - 22%
 - Maximum Height - 35' or 3 Stories
 - Accessory setback - 10' side and rear
 - The existing Lots are serviced by Public Water & Public Sewage
 - Owners/Applicant: Edward F. McGinley III
741 Newtown Rd
Villanova, PA 19085
 - There is no 100-Year Flood Plain on this site as shown on the Flood Insurance rate Map (FIRM), Delaware County, Pa, Panel 38 of 250, Map Number 2045C0038F - Map revised November 18, 2009.
 - Reference Plans: (A) Lot Line Revision Plan Prepared for Debbie McGinley, prepared by Chester Valley Engineers, Inc., dated June 12, 1991. (B) Plan of Subdivision for First Haverford Corp. Prepared by Henry S. Conrey Inc. Dated Sept. 6, 1966 Last revised June 30, 1967.
 - The parcel contains no wetlands as shown on the Norristown Quadrangle Map delineating wetlands.
 - Topography shown as Reference Plan #7(B). Elevations per approximate USGS Datum. Bench Mark: Center of cul-de-sac paving Camp Woods Circle, Elevation 373.00
 - Soils per Soil Survey, Chester and Delaware Counties, Pennsylvania, Series 1959, No. 19, Issued May 1963, Panel 30. The entire site is GeB2
GeB2 Glenelg channery silt loam, 3 to 8 percent slopes, moderately eroded

- LEGEND**
- EXISTING DECIDUOUS TREE
 - EXISTING 2' CONTOUR
 - EXISTING 10' CONTOUR
 - EXISTING SANITARY MANHOLE
 - EXISTING SANITARY SEWER
 - EXISTING FENCES
 - STEEP SLOPES (> 20%)



The information shown on this plan is the result of a professional service rendered by G.D. Houtman & Son, Inc. Reproduction of this plan without approval of G.D. Houtman & Son, Inc. is not permitted. The reproduction of a copy of this plan for the purpose of creating additional copies or revised solid plan shall, in no circumstance, be approved. Certification for the work contained herein is limited to the entity for whom the work was performed as of the date shown on the plans.

Note: All locations of existing utilities shown on the plan have been developed from existing utility records and / or above ground examination of the site. Completeness or accuracy of locations and depth of underground utilities or structures cannot be guaranteed. Contractor must verify location and depth of all underground utilities and facilities before start of work, as per PA Act 181 as per the latest amendment of PA Act 287 of 1974, Effective Mar. 28, 2007.

G. D. Houtman & Son, Inc. reserves its common law copyright and all other proprietary rights in these plans. All drawings, specifications and copies thereof are to remain property of G. D. Houtman & Son, Inc. They are to be used only in respect to this project. They are not to be assigned or represented to be suitable for reuse by owner or others on extension of project or any other project. They are not to be assigned to any third party without first obtaining written permission by G.D. Houtman & Son, Inc. Any re-use without written permission for the specific purpose intended will be at the third party's sole risk and without liability or legal exposure to G. D. Houtman & Son, Inc. The third party shall further indemnify and hold harmless G. D. Houtman & Son, Inc. from all claims, damages, losses and expenses arising thereto or resulting therefrom.

These plans were prepared to obtain Subdivision/Land Development approval from the governing Municipality and to obtain certain permits from state and federal agencies. If a surveyor or engineer other than G. D. Houtman & Son, Inc. is contacted to perform construction stake-out services, said surveyor or engineer shall assume the responsibility for verifying dimensions, elevations, presence of underground utilities, utility interference, building size, etc. for coordinating information shown on lay-out plans, grading plans, utility plans, profiles, and details and for coordinating these plans with plans prepared by others such as utility companies, architectural building plans, landscape plans, lighting plans and etc.

DATE	REVISION	SCALE
5/ 5/2016	Per Review & Comments	1" = 50'
		DATE
		April 1, 2016

EXISTING CONDITIONS PLAN
PROPERTY OF
EDWARD F. MCGINLEY III
RADNOR TOWNSHIP
DELAWARE COUNTY, PA

G.D. HOUTMAN & SON, INC. Sheet 3 of 3
CIVIL ENGINEERS-LAND SURVEYORS
LAND PLANNERS
139 EAST BALTIMORE PIKE MEDIA, PA 19063
(610)585-6383

PROJECT: MCGINLEY
WORK SHEET: 37592
FILE: 37592

RESOLUTION NO. 2019 - 88

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING eFORCE COMPLIANCE AND PROSHRED
SECURITY TO CONDUCT AN ELECTRONICS RECYCLING AND
SHREDDING EVENT**

WHEREAS, the Covered Device Recycling Act of 2010, which came into effect January 24, 2013, prohibits Radnor Township from disposing of certain electronics in the municipal waste stream

WHEREAS, the Radnor Township Board of Commissioners wishes to provide the ability for Radnor Township residents to properly dispose of their electronic devices and shred sensitive documents

WHEREAS, eForce Compliance will hold an electronics recycling event including the labor, transportation, collection, recycling, DEP registration, environmental reporting and promotional assistance for the event at a flat rate of \$12,000 for the electronics component, and a rate of \$2,000 to ProShred Security for the proper shredding and secure disposal of paper

NOW, THEREFORE, be it *RESOLVED* the Board of Commissioners of Radnor Township does hereby authorize eForce Compliance to conduct an Electronics Recycling and Shredding Event, for the aforementioned fees on October 26th, 2019

SO RESOLVED this 9th day of September, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: September 9, 2019

TO: Radnor Township Board of Commissioners

CC: Robert A. Zienkowski, Township Manager
William R. White, Assistant Township Manager & Finance Director
Leah McVeigh, Public Works Department Administrative Assistant

FROM: Stephen McNelis, Director of Public Works

LEGISLATION: Resolution 2019-88: Authorizing an Electronics Recycling and Shredding Event to be Hosted by Radnor Township

LEGISLATIVE HISTORY: The Board of Commissioners authorized the first event of this type for Radnor Township in 2016. The event was a great success in 2016, 2017, and 2018.

PURPOSE AND EXPLANATION: Township administration is requesting to hold an e-waste recycling and shredding event at the Township Building on October 26th, 2019. If approved by the Board of Commissioners, appropriate notification will be sent out to our residents. The event will be open to residents of Radnor Township (not businesses), and proper proof of residency will be required to drop off electronics as listed below. The cost of the service, provided by eForce Compliance will be a flat rate of \$12,000 for the electronics collection/recycling event, and a rate of \$2,000 for the secure/confidential paper shredding service provided by Pro-Shred Security.

IMPLEMENTATION SCHEDULE: If approved, the event will take place on Saturday, October 26th, 2019, 9:00 AM to 12:00 PM.

FISCAL IMPACT: This event will be funded from account 01-40000-44110.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners to authorize eForce Compliance to conduct an Electronics Recycling and Paper Shredding Event, respectively for the fees listed above, at the Radnor Township Building on October 26th, 2019.

RESOLUTION NO. 2019 - 89

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE
REPAIR OF SOLID WASTE TRUCK #31**

WHEREAS, the Township owns and operates a truck #31 for the purpose of collecting solid waste, recycling, yard waste, and leaves

WHEREAS, said truck is in need of hydraulic valve lifter, push rods, rocker shaft, camshaft, and piston sleeve repair and replacement

WHEREAS, G.L.Sayre, Inc has submitted a price of \$15,812.54 to perform said repairs

NOW, THEREFORE, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby authorize G.L. Sayre, Inc to perform repairs on Truck #31 in the amount of \$15,812.54

SO RESOLVED this 9th day of September, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: September 9, 2019

TO: Radnor Township Board of Commissioners

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

FROM: Stephen McNelis, Director of Public Works

LEGISLATION: Resolution 2019-89: Authorizing the Repair of Solid Waste Truck #31

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

PURPOSE AND EXPLANATION: Truck #31 is a refuse truck used by the Public Works Department in the trash, yard waste, recycling, and leaf collection operations. The hydraulic valve lifter failed, causing damage to the push rods, rocker shaft and camshaft. Two 2 piston sleeves also need replacement. Total cost for parts and labor is \$15,812.54. Truck 31 is a 2005 model which is not scheduled for replacement until 2021. Unless the requested repairs are approved, the truck cannot be used, and it is essential for the upcoming leaf collection.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners' approval, a purchase order will be processed. Upon approval of the purchase order, the work will be authorized.

FISCAL IMPACT: Funding for this repair will be taken from account 01430300-46040.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners to authorize the repair of solid waste truck #31, at a cost of \$15,812.54 by G. L. Sayre, Inc.

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

RESOLUTION NO. 2019 - 90

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AWARDED THE CONTRACT FOR THE REBUILDING
AND RETROFITTING OF THE PUBLIC WORKS DEPARTMENT HEAVY
DUTY TRUCK LIFT (2019 BOND ISSUANCE) IN THE AMOUNT NOT TO
EXCEED \$200,000**

WHEREAS, Radnor Township wishes to ensure the safety of its employees and vehicles by rebuilding and retrofitting the in-ground heavy duty lift assembly at the Public Works Facility

WHEREAS, SAR Automotive Equipment has submitted a cost proposal for the retrofitting of a new jack assembly and lift within the existing pit area at the Public Works Facility

NOW, THEREFORE, be it *RESOLVED* the Board of Commissioners of Radnor Township does hereby Award the contract for the rebuilding and retrofitting of a heavy duty lift assembly in the Public Works Facility (2019 Bond Issuance) in the amount not to exceed \$200,000

SO RESOLVED this 9th day of September, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: September 9, 2019

TO: Radnor Township Board of Commissioners

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

FROM: Stephen McNelis, Director of Public Works

LEGISLATION: Resolution 2019-90: Awarding the Contract for the Rebuilding and Retrofitting of the Public Works Heavy Duty Truck Lift (2019 Bond Issuance) in the amount not to exceed \$200,000

LEGISLATIVE HISTORY: The project list for the 2019 General Obligation Bond, approved by the Board of Commissioners, included the rebuild and retrofit of the Heavy Duty Truck Lift at the Public Works Facility.

PURPOSE AND EXPLANATION: The Township solicited a cost proposal from SAR Automotive Equipment for the rebuild and retrofit of the 100,000lb heavy duty truck lift which was installed in 1997 and due to corrosion and age, the current lift is in need of immediate attention.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners' approval, a purchase order will be processed. Upon approval of the purchase order, the work will be authorized.

FISCAL IMPACT: This contract is be funded by the General Obligation Bond Account 52403B03 48204

RECOMMENDED ACTION: I respectfully request the Board of Commissioners to authorize the award of the Contract for the Rebuilding and Retrofitting of the Heavy Duty Truck Lift for the Public Works Facility (2019 Bond Issuance), in an amount not to exceed \$200,000.

RESOLUTION NO. 2019 - 91

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AWARDING THE CONTRACT FOR ROAD DE-ICING SALT
FOR THE 2019/20 WINTER SEASON TO EASTERN SALT COMPANY,
INCORPORATED**

WHEREAS, Radnor Township annually joins Newtown Township, Delaware County along with nine other municipalities for the purpose of purchasing road de-icing salt

WHEREAS, the Township uses de-icing salt during winter months to treat certain Township streets for vehicular traffic mobility

NOW, THEREFORE, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby approve the lowest qualified bidder, Eastern Salt Company, Incorporated, to provide road de-icing salt at the cost of \$53.00 per ton, delivered to the Township.

SO RESOLVED this 9th day of September, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: September 9, 2019

TO: Radnor Township Board of Commissioners

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

FROM: Stephen McNelis, Director of Public Works

LEGISLATION: Resolution 2019-91: Award of bid for Road De-Icing Salt for the 2019-20 Winter Season

LEGISLATIVE HISTORY: The Township is part of a de-icing salt consortium administered by Newtown Township, Delaware County. The bids were received by Newtown Township for de-icing salt, per ton, delivered to Radnor Township.

PURPOSE AND EXPLANATION: The Public Works Department is seeking the award of the bid to purchase de-icing salt for the 2019/2020 winter season. This product is bid annually with a consortium of ten municipalities. The lowest bid, submitted by Eastern Salt Company, Incorporated, is \$2.10/ton MORE than last year's price and \$3.65 LESS than the State Contract Price. This year's bid tabulation is as follows:

Eastern Salt Company, Inc.	\$53.00/ton
Riverside Construction Materials	\$53.92/ton
Morton Salt, Inc.	\$54.26/ton
Cargill Deicing Technology	\$62.76/ton
Detroit Salt Company	\$70.85/ton
Mid-Atlantic Salt, LLC	\$72.00/ton

The Public Works Department is requesting the Board of Commissioners award the bid to Eastern Salt Company, Incorporated at the cost of \$53.00/ton

IMPLEMENTATION SCHEDULE: Award of bid by the Board of Commissioners, Requisition processed and Purchase Order Created, De-Icing Salt to be purchased as needed during the winter.

FISCAL IMPACT: De-Icing Salt purchases are funded in the Snow and Ice Removal Operating Supplies Account #01430201-43050.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners to award the 2019-2020 contract for Road De-Icing Salt to Eastern Salt Company, Incorporated, in the amount of \$53.00 ton.

MOVEMENT OF LEGISLATION: It is being requested that the Board of Commissioners approve the legislation for this purchase in order to safely maintain vehicular traffic on Township roadways during the winter storms.

RESOLUTION NO. 2019-92

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE PRESIDENT OF THE BOARD OF
COMMISSIONERS AS THE SIGNING AUTHORITY FOR THE EXECUTION
OF A 5-YEAR WINTER TRAFFIC SERVICES AGREEMENT WITH THE
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION**

BE IT RESOLVED by authority of the Board of Commissioners of Radnor Township, Delaware County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners of Radnor Township be authorized and directed to sign the attached Agreement on its behalf and the Township Manager be authorized and directed to attest the same.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

SEAL

I, Lisa Borowski of the Radnor Township Board of Commissioners do hereby certify that the foregoing is a true and correct copy of the Resolution adopted September 9th, 2019, at the regular meeting of the Board of Commissioners held the 9th day of September, 2019.

DATE _____

Radnor Township

PROPOSED LEGISLATION

DATE: September 9, 2019

TO: Radnor Township Board of Commissioners

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

FROM: Stephen McNelis, Director of Public Works

LEGISLATION: Resolution 2019-92: Authorizing the signing of the 5 Year Winter Maintenance Agreement with PennDOT

LEGISLATIVE HISTORY: Radnor Township previously executed a Winter Maintenance Agreement with PennDOT for a five-year term which expired on April 30, 2019. The agreement before you (attached) has a five-year term, from October 15, 2019 to April 30, 2024.

PURPOSE AND EXPLANATION: A Winter Maintenance Agreement is an agreement for Radnor Township to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for State Highways, including bridges within Radnor Township, subject to payment by the Commonwealth to Radnor Township as described in the attached agreement. The purpose of the Resolution is to verify the signing authority of the person who signs the agreement.

IMPLEMENTATION SCHEDULE: If approved by the Board of Commissioners, the Winter Traffic Services Agreement will be executed by the Township.

FISCAL IMPACT: There is no fiscal impact in executing the agreement.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners authorize the President of the Board signing authority in order to execute a 5 Year Winter Traffic Services Agreement with the Pennsylvania Department of Transportation.

MOVEMENT OF LEGISLATION: It is being requested that the Board of Commissioners approve the attached resolution.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES 5 – YEAR

AGREEMENT NO	<u>3900038900</u>
FID/SSN	<u>23-6000200</u>
SAP VENDOR No.	<u>138597</u>

THIS AGREEMENT, fully executed and approved this _____ day of _____, **20**, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”).

AND
Radnor Township _____ of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“MUNICIPALITY”).

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389; all as supplemented and amended; and,

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of **2019-2020; 2020-2021; 2021-2022; 2022-2023; and 2023-2024** (the “Winter Season” for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit “A” attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications (“Publication 408”), policies and procedures set forth in the PennDOT Highway Maintenance Foreman Manual (“Publication 113”) and the PennDOT Maintenance Manual (“Publication 23”), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile permit applications as needed during the term of this Agreement and to obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, as set forth on Exhibit "A," payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved, except as set forth in Paragraph 4 below. The MUNICIPALITY shall perform all services for the rates set forth in Exhibit "A," regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established rate or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" both set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.
5. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.
6. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
7. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Executive, and/or their duly authorized representatives.
8. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided. Therefore, the MUNICIPALITY shall refund to the COMMONWEALTH the balance of the lump sum payment within thirty (30) days of receiving notice from the COMMONWEALTH of the amount due.

9. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.
10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
11. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “C” and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.
12. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
13. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
 - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the contractor to properly apply the state agency’s payment to the respective invoice or program.
 - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
14. The Department of Transportation and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY’s performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

15. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
16. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before July 31st preceding the Winter Season in question.
17. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

Title: _____ DATE _____

BY _____ Title: _____ DATE _____

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

_____ Date
for Chief Counsel

Certified Funds Available Under	
SAP DOCUMENT NO.	<u>3900038900</u>
SAP FUND	<u>1058200712</u>
SAP COST CENTER	<u>7840630000</u>
GL. ACCOUNT	<u>6344450</u>
AMOUNT	<u>\$585,477.42</u>

BY _____
for Comptroller Operations Date

Contract No. 3900038900 is split 0%, expenditure amount of 0.00, for federal funds and 100%, expenditure amount of \$ 585,477.42 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

RESOLUTION

BE IT RESOLVED, by authority of the _____
 _____ (Name of governing body)
 of the _____, _____ County, and it
 _____ (Name of MUNICIPALITY)
 is hereby resolved by authority of the same, that the _____ of
 _____ (designate official title)
 said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:

 _____ (Name of MUNICIPALITY)
 _____ (Signature and designation of official title) By: _____
 _____ (Signature and designation of official title)

I, _____,
 _____ (Name) _____ (Official title)
 of the _____,
 _____ (Name of governing body and MUNICIPALITY), do hereby certify that the foregoing
 is a true and correct copy of the Resolution adopted at a regular meeting of the
 _____, held the _____ day of _____, 20____.
 _____ (Name of governing body)

DATE: _____
 _____ (Signature and designation of official title)

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.

2019-20

AGREEMENT NO. 3900038900
 YEAR 1
 OF 5

COUNTY: Delaware
 MUNICIPAL: Radnor Township
 SAP #

CONTRACT EXHIBIT A
 Revised August 9, 2018

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
30	County Line (West of Sugartown RD) to Norwood AVE	10	0000	110	1793	10.7	B	\$1,251.28	\$13,388.70
30	County Line (West of Sugartown RD) to Norwood AVE	11	0000	111	1792	10.3	B	\$1,251.28	\$12,888.18
320	Sturbridge DR to County Line RD	250	287	320	2211	11	C	\$1,168.78	\$12,856.58
1001	Landover RD to Lancaster AVE	70	0000	80	1865	1.6	C	\$1,168.78	1870.048
1001	Landover RD to Lancaster AVE	71	0000	81	1880	1.6	C	\$1,168.78	1870.048
1009	College Ave to West Chester Ave	20	0000	30	3085	3.4	D	\$1,082.06	\$3,679.00
1015	South Bryn Mawr AVE to Brooke RD	10	0000	50	2097	6.9	D	\$1,082.06	\$7,466.21
1017	County Line (East of Clovelly LN) to St Davids RD	10	805	10	2570	0.7	E	\$1,082.06	\$757.44
1019	Lancaster AVE to County Line RD	10	0000	90	3718	13	C	\$1,168.78	\$15,194.14
1021	Darby Paoli RD to Upper Gulph RD	10	0000	80	2919	9.4	D	\$1,082.06	\$10,171.36
1032	Main RD to County Line RD	40	0000	100	2642	7	C	\$1,168.78	\$8,181.46
1034	County Line (West of Boot RD) to Darby Paoli RD	60	0000	60	3622	1.4	D	\$1,082.06	\$1,514.88
1036	Darby Paoli RD to Sprout RD	10	0000	20	2003	1.7	E	\$1,082.06	1839.502
1038	King of Prussia RD to County Line RD	10	0000	20	2232	3.5	E	\$1,168.78	\$4,090.73
1040	King of Prussia RD to County Line RD	10	0000	20	1749	1.6	C	\$1,082.06	1731.296
1042	Wayne AVE to King of Prussia RD	24	0000	40	3447	4.1	D	\$1,082.06	4436.446
1044	South Valley Forge RD to County Line (South of Fairfield LN)	10	0000	40	68	2.2	D	\$1,082.06	\$2,380.53
1046	West of Mason's WY to County Line (North of Woodsworth CT)	40	2320	110	2300	5.1	C	\$1,168.78	\$5,960.78

*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule
 *For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B = 21
 MILEAGE MFC C = 42.8
 MILEAGE MFC D = 27.4
 MILEAGE MFC E = 4
 TOTAL COST = \$110,277.35
 TOTAL MILEAGE 95.20

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

Suggested Total Amount Encumbrance

1st Year:	\$110,277.35
2nd Year:	\$113,585.67
3rd Year:	\$116,993.24
4th Year:	\$120,503.04
5th Year:	\$124,118.13

TOTAL: \$585,477.42

EXHIBIT B

Contract Provisions – 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 .

EXHIBIT "C"

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 Enclosure 1 to Management Directive 215.16 Amended Page 2 of 2 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 "C"

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, under 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 "C"

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 its 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, any 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 of 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 "C"

Enhanced Minimum Wage Provisions (July 2018)

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a.** exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b.** covered by a collective bargaining agreement;
 - c.** required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d.** required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

RESOLUTION NO. 2019-93

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE PAYMENT FOR EMERGENCY
TRAFFIC SIGNAL REPAIRS AT LANCASTER/CONESTOGA & EAGLE
ROADS**

WHEREAS, Section 7.11(D) (1) of the Township Charter allows for emergency expenditures to be made when Board approval is impractical, and provided that such emergency expenditure is promptly thereafter presented to the Board of Commissioners for its approval; and

WHEREAS, the control cabinet and controllers for the traffic signal at the intersection of Lancaster Avenue, Conestoga Road, and Eagle Road failed and caught fire on July 20, 2019.

WHEREAS, the Radnor Police contacted the contractor responsible for the maintenance and repair to the Township's traffic signals for emergency response and said contractor is Charles Higgins & Sons, Inc.

WHEREAS, the Charles Higgins & Sons responded to the emergency and installed new cabinet and control system for this very important roadway intersection

WHEREAS, the September 9, 2019 Board of Commissioners meeting was the first opportunity to bring the matter in front of the Board, pursuant to the Charter

NOW, THEREFORE, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby approve the emergency expenditure of \$25,894.40 to Charles A. Higgins & Sons, Inc. for the traffic signal control repair and replacement at Lancaster/Conestoga/Eagle Roads.

SO RESOLVED this 9th day of September, A.D., 2019

RADNOR TOWNSHIP

By: _____

Name: Lisa Borowski

Title: President

ATTEST: _____

Robert A. Zienkowski
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: September 9, 2019

TO: Radnor Township Board of Commissioners

CC: Robert A. Zienkowski, Township Manager
William R. White, Assistant Township Manager & Finance Director

FROM: Stephen McNelis, Director of Public Works

LEGISLATION: Resolution 2019-93: Authorizing payment for Emergency Traffic Signal Repair at Lancaster Avenue/Eagle/Conestoga Road

LEGISLATIVE HISTORY: There is no history to this resolution

PURPOSE AND EXPLANATION: The control cabinet and controllers to the traffic signal at Lancaster Avenue & Conestoga & Eagle Roads failed and caught fire on July 20, 2019. Charles A. Higgins & Sons, Inc. was called in by the Radnor Police to make emergency repairs to the traffic signal controls at this highly traveled intersection.

FISCAL IMPACT: The cost of the emergency repairs and new control box and controllers will be charged to account 01430204-44312 in the amount of \$25,894.40

RECOMMENDED ACTION: I respectfully request the Board of Commissioners to authorize payment for the emergency repairs to the traffic signal at Lancaster/Eagle & Conestoga Roads.

PA State Senate

TO:

The Honorable Jake Corman, Senate Majority Leader
The Honorable Jay Costa, Senate Minority Leader
The Honorable Lisa Baker, Senate Judiciary Committee Chair
The Honorable Lawrence M. Farnese, Jr., Senate Judiciary Minority Chair

PA State House

TO:

The Honorable Mike Turzi, Speaker of the House
The Honorable Brian Cutler, House Majority Leader
The Honorable Frank Dermondy, House Minority Leader
The Honorable Rob W. Kauffman, House Judiciary Chair
The Honorable Tim Briggs, House Judiciary Democratic Chair

Dear Sirs & Madame,

Incidents of gun violence are on the rise at an alarming rate. Every day, communities across our country are facing the issue and the grim results. Local law enforcement is being challenged to address concerns of public safety and prepare for unpredictable situations, putting a strain on budgets and manpower.

Radnor Township is no stranger to incidents of gun violence. In the past year alone, two gun-related incidents with tragic results have occurred. While not all tragedies can be prevented, the State of Pennsylvania can make it more challenging for those who should not have access to guns to obtain a gun.

The Radnor Township Police Department has, and continues to be, a present and positive force in our community. Through training and outreach, they are using all the tools at their disposal to protect our communities. Their proactive approach to preparedness is something Radnor takes very seriously and makes a leader when it comes to safe communities. However, we you're your help.

Currently, there is legislation sitting in the Senate Judiciary Committee introduced and/or supported by lawmakers from both sides of the aisle and representing diverse communities across the Commonwealth. The Radnor Township Board of Commissioners respectfully urges you to move forward sensible gun legislation. Between universal background checks, safe storage, and firearm registration there is legislation already proposed that would not challenge constitutionally protected gun ownership and help get and keep guns out of the hands of those who would do harm to others.

We thank you for consideration of this request and look forward to your action upon return to session.

Respectfully,

Radnor Township, PA
 2020 Budget and Five-Year Forecast Implementation Calendar
 v.1 – August 30, 2019



September

- 3 2020 Budget Kickoff Meeting
- 4 - 20 Departments: prepare 2020 revenue and expense estimates
- 9 Regular BOC Meeting
- 16 BOC: Special Meeting to recap Special Meeting Items during 2019 to-date
- 23 BOC: Regular Meeting | Adopt Prelim. 2020 MMO Resolution [State Law Requirement]
- 23 Departments: Operating Budgets, Narratives and Capital Plan Numbers Due
- 23 Departments: Consolidated Fee Schedule Updates are Due
- 24 – 27 Departments: Budget Review Meetings with Township Manager

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

- 2 – 4 Finance: Finalize Budget Document
- 2 Departments: Budget Presentations are Due / Practice Presentation Run Through
- 7 BOC: Regular Meeting | Presentation of Township Manager’s Recommended Budget and Adoption of [Preliminary] Recommended Comprehensive Budget \$7.06[A](2)
- 21 BOC: Regular Meeting
- 28 BOC: Special Meeting to discuss Budget

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

- 11 BOC Regular Meeting
- 18 BOC: Special Meeting to discuss the Budget
- 25 BOC Regular Meeting: Introduction of Final Budget Ordinances

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

- 9 BOC Regular Meeting: Final Public Hearing and Adoption of Budget Legislation:
 - Ord: 2020 Tax Rates | Sewer Rent Rates | Stormwater Fee Rate
 - Ord: 2020 Consolidated Fee Schedule
 - Ord: 2020 Appropriation Budget
 - Included w/ Budget: Five Year Capital Program
 - Included w/ Budget: Five Year Financial Forecast
 - Res: 2020 Wage and Salary Schedule

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

§7.06 Adoption procedure for comprehensive budget: [Amended 1-7-2013 by Ord. No. 2012-22^[1]]

A. Time line. The time line for comprehensive budget approval is as follows:

- (1) No later than **105** days before the end of the fiscal year: Submission of the Manager's proposed comprehensive budget.
- (2) No later than **60** days before the end of the fiscal year: Board Approval of the recommended comprehensive budget.
- (3) No later than **20** days before the end of the fiscal year: Board Adoption of the final comprehensive budget.

B. Approval of the recommended comprehensive budget. At least 60 days before the end of the fiscal year, the Board shall complete its review of the Manager's proposed comprehensive budget, make such adjustments as the Board deems necessary, and in a publicly noticed Board meeting, approve by resolution a recommended comprehensive budget, copies of which shall be made available promptly thereafter to the public.

C. Public Notice and Public Hearing. No later than 5 days following the approval of the recommended comprehensive budget by the Board, the Board shall provide public notice of the date, time, and place at which the Board shall hold a public hearing on the recommended comprehensive budget. This notice shall include a summary of the recommended comprehensive budget. The public hearing shall take place at any regular or special meeting of the Board at least 7 days after advertisement and at least 20 days prior to the end of the fiscal year.

D. Levy of Taxes. At the time of enacting the final budget, the Board shall, by ordinance, levy sufficient taxes allowed by law which, with other revenues and available receipts and balances, shall provide for a balanced budget.

^[1]: Editor's Note: This ordinance was subject to referendum and was approved by a majority of the qualified voters 5-21-2013

AMENDED and RESTATED BYLAWS

OF

WILLOWS PARK PRESERVE

INCORPORATED UNDER THE LAWS

OF THE

COMMONWEALTH OF PENNSYLVANIA

AMENDED AND ADOPTED ON AUGUST 13, 2019

BYLAWS
of
WILLOWS PARK PRESERVE
ARTICLE I
GENERAL

- 1.1 **Name.** The name of the Organization is “Willows Park Preserve” (the “Organization”).
- 1.2 **State of Incorporation.** The Organization is a Pennsylvania nonprofit corporation, organized under the Pennsylvania Nonprofit Corporation Law of 1988 (the “Act”).
- 1.3 **Registered Office.** The registered office of the Organization in Pennsylvania shall be at the place designated in the Articles of Incorporation or at such place within the Commonwealth of Pennsylvania as the Board of Directors may determine. Before the change of location becomes effective, the Organization shall either amend its Articles of Incorporation to reflect the change in location, or shall file in the Pennsylvania Department of State a statement of change of registered office.
- 1.4 **Other Offices.** The Organization may also have offices at such other places within and without the Commonwealth of Pennsylvania as the Board of Directors may from time to time determine, or as the activities of the Organization may require.
- 1.5 **Corporate Seal.** The Organization shall not use a corporate seal and all documents, instruments, and agreements executed and delivered by the Organization shall have the same efficacy as if a corporate seal had been affixed thereto.
- 1.6 **Purposes.** The purposes of the Organization are as provided in the Articles of Incorporation.
- 1.7 **Definitions.** The terms “in writing” and “written,” as used in these Bylaws and the policies and procedures of the Organization shall have the meaning set forth in Sections 102(a) and 107(b) of the Act for the term “written,” which is defined to mean inscribed on a tangible medium or stored in an electronic or other medium and retrievable in perceivable form. The term “sign” or “signed,” as used in these Bylaws and the policies and procedures of the Corporation shall have the meaning provided for in Section 102(a) of the Act and shall mean (a) to sign manually or adopt a tangible symbol, or (b) to attach to, or logically associate with, information in writing, an electronic sound, symbol or process.

ARTICLE II
MEMBERSHIP

- 2.1 **Membership.** The Organization shall have no members, as defined under Section 5751 et seq. of the Act. It shall be governed by its Board of Directors.
- 2.2 **Honorary Titles.** The Organization may create such classes of “membership,” such as contributing members or honorary members, as the Directors see fit, but such persons shall not have the rights of members as defined by the Act.

ARTICLE III
BOARD OF DIRECTORS

3.1 **General Powers; Duties.** The business and affairs of the Organization shall be managed by a Board of Directors and all powers to act for the Organization are hereby granted to and vested in the Board of Directors, except as otherwise provided in these Bylaws, the Articles of Incorporation, or by the Act. Unless provided otherwise in these Bylaws or by the Act, each Director shall have one only vote, regardless of any Officer position that he or she may hold. The Directors shall exercise due diligence consistent with a duty of care that requires them to act in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, in a manner that they believe is in the best interests of the Organization, and in accordance with the Organization's Code of Ethics and Confidentiality Information Policy and adopted Job Description for Board Members. Directors shall also exercise their duty of loyalty with respect to the Organization in accordance with the Organization's Conflict of Interest Policy.

3.2 **Number.** The Board of Directors shall consist of not less than three (3) nor more than eleven (11) Directors who shall be natural persons of full age (collectively, the "Board," "Board of Directors," or "Directors," and individually, a "Director"). The number of Directors may be increased or decreased from time to time by a vote of a majority of the Directors then in office.

3.3 **Qualifications.** Directors must have an ability to participate effectively in fulfilling the responsibilities of the Board of Directors. Directors need not be residents of the Commonwealth of Pennsylvania. All Directors must sign the Statement of Understanding and Agreement for both the Organization's Code of Ethics and Confidentiality Information Policy and adopted Job Description for Board Members, and throughout their respective term(s), adhere to the obligations set forth therein.

3.4 **Election.** The Directors shall be elected by a vote of the majority of the Directors then in office at the annual meeting of the Directors, or as needed in the case of vacancies. The chair of the meeting shall announce at the meeting of the Board the number of Directors to be elected at the meeting, shall state that the nominations process is open, and shall call for nominations. Any Director who is present at the meeting and entitled to vote may make nominations. Nominations need not be seconded. After nominations have been made, the chair of the meeting shall, on motion, declare the nominations closed, and thereafter no further nominations may be made. After the nominations have been closed, the Directors shall cast their votes, which shall be recorded by the Secretary. Each Director may nominate and/or vote for himself or herself as a successor Director.

3.5 **Term of Office.** Each Director shall be elected for a term of two (2) years and shall hold office until (a) the later of the expiration of the term for which he or she was elected or his or her successor has been elected and qualified, or (b) his or her earlier death, resignation, or removal. There is no limit on the number of terms that a Director may be eligible to serve.

3.6 **Ex Officio Members of the Board.** At all times, there shall be no more than two *ex officio* members to the Board of Directors appointed by the Radnor Township Board of Commissioners, with

full power to vote at all Board and Committee Meetings. Their presence shall be counted as part of a quorum determination. Such *ex officio* members shall be subject to the term limits set forth in Paragraph 3.5, and shall serve subject to all other provisions of these Bylaws, including, but not limited to, the removal provisions set forth in Paragraph 3.8.

3.7 **Resignation of Directors.** A Director may resign at any time by giving written notice to the President or to the Secretary of the Organization. The resignation shall be effective upon receipt by the President or Secretary or at such subsequent time as may be specified in the notice of resignation.

3.8 **Removal of Directors.** Any Director may be removed from the Board, without assigning any cause, by a majority vote of the remaining Directors, even if less than a quorum, at any meeting of the Board, provided that written notice of the intention to consider removal of such Director has been provided to the entire Board at least five (5) days in advance of such meeting. No formal hearing procedure need be followed in order to remove a Director. If any Director is removed, the resulting vacancy may be filled by the Board at the same meeting.

3.9 **Attendance at Board Meetings.** After a Director's unexcused absence from two successive meetings of the Board or of Board Committees, the Board President will meet with the Director to discuss his/her continued involvement with the Organization. A Director who is absent, without being excused, from either three successive meetings of the Board or of Board Committees, shall be considered to have resigned.

3.10 **Vacancies.** Vacancies in the Board of Directors, including vacancies resulting from an increase in the authorized number of Directors, shall be filled by election by the remaining Directors, even if the number remaining on the Board is less than a quorum. Any Director so elected shall serve for the balance of the term to which he or she is elected. Vacancies of the *ex officio* members to the Board shall be filled by appointment by the Radnor Township Board of Commissioners. Any *ex officio* member who determines he/she can no longer serve on the Board of Directors shall promptly notify Radnor Township Board of Commissioners of his/her resignation.

3.11 **Annual Meeting.** An annual meeting of the Board of Directors shall be held each year on or before the 2ndrd Thursday in April to review operations during the immediately preceding year, elect Directors if necessary, elect Officers, and transact such other business as may properly be brought before the meeting. The Directors may resolve to convene this meeting on another date during the year, provided that proper notice is given.

3.12 **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times as the Board may by resolution determine. If any day fixed for a regular meeting shall be a legal holiday, then the meeting shall be held at the same hour and place on the next succeeding business day, or at such other time as may be determined by resolution of the Directors.

3.13 **Special Meetings.** Special meetings of the Board of Directors may be called at any time by the President, or upon the written request of at least one-third of the Directors delivered to the Secretary. Any such request by the Directors shall state the time and place of the proposed meeting, and upon

receipt of such request it shall be the duty of the Secretary to issue the call for such meeting promptly. If the Secretary shall neglect to issue such call, the Directors making the request may issue the call.

3.14 **Place of Meetings.** The meetings of the Board of Directors may be held at such place within the Commonwealth of Pennsylvania or elsewhere as a majority of the Directors may from time to time by resolution determine, or as may be designated in the notice or waiver of notice of a particular meeting. Directors may participate by telephone or similar communication as provided in Section 12.2 of these Bylaws. In the absence of specification, such meetings shall be held at the registered office of the Organization.

3.15 **Quorum; Corporate Action.** At all meetings of the Board, a majority of the total number of the Directors in office shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the Directors present (including participants by telephone or similar communication as provided in Section 12.2 of these Bylaws) at a meeting at which a quorum is present shall be the acts of the Board of Directors, unless a higher threshold is specifically required by the Act, by the Articles of Incorporation, or by these Bylaws.

3.16 **Adjournment.** If a quorum is not present at any meeting of the Board of Directors, or for any other reason, the Directors present at the meeting may adjourn the meeting; no other notice is required to adjourn the meeting. Once an adjourned meeting is resumed, any business may be transacted that could have been transacted at the meeting originally called.

3.17 **Liability.** To the fullest extent permitted by Pennsylvania law, now in effect and as may be amended from time to time, a Director shall not be personally liable for monetary damages for any action taken or any failure to take any action unless:

- (a) the Director has breached or failed to perform the duties of his or her office under Subchapter B of Chapter 57 of the Act; and
- (b) the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness.

As expressed in Section 5713(b) of the Act, this Section 3.15 shall not provide liability protection to any Director with regard to his or her violations of any criminal statute, or his or her failure to make payment of taxes pursuant to federal, state, or local law.

Any repeal or amendment of this Section 3.15 shall be prospective only and shall not increase, but may decrease, a Director's liability with respect to actions or failures to act occurring prior to such change.

3.18 **Compensation of Directors.** No Director shall be compensated for services unless so authorized by a duly adopted resolution of the Board of Directors, requiring that: (a) such Director may only receive reasonable compensation for services rendered for the Organization in carrying out its exempt purposes as established by the Board of Directors; and (b) such compensation is (i) consistent with the Organization's financial policies, (ii) does not adversely affect the Organization's qualification as an organization exempt under Section 501(a) and described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or give rise to intermediate sanctions under the Code,

and (iii) shall be set by a committee composed of persons who have no financial interest in such determination. As provided in Section 12.1 of these Bylaws, if the Board determines that it is appropriate and practical, Directors may be reimbursed for reasonable expenses they incur to attend Board and Committee meetings, and to perform their other duties as Board members.

3.19 **Loans to Directors.** No loans shall be made by the Organization to any of its Directors.

3.20 **Executive Committee.** The Executive Committee shall be comprised of the Officers of the Organization. The Executive Committee shall have and exercise the powers and authority of the Board of Directors in the management and business of the Organization, except that neither the Executive Committee, nor any other committee established by the Board, shall have power or authority as to: (a) the filling of vacancies of the Board of Directors; (b) the adoption, amendment, or repeal of these Bylaws; (c) the amendment or repeal of any resolution of the Board of Directors; (d) action on matters committed by these Bylaws or resolution of the Board of Directors to another committee of the Board; or (e) action on matters pertaining to the acquisition, sale, mortgage, or pledge of real property. Action of the Executive Committee shall be ratified by the Board to the extent possible at its next meeting.

3.21 **Other Committees and Advisory Boards.** As it deems appropriate and desirable, the Board of Directors may establish one or more standing or special committees and designate their function and responsibility. Individuals appointed to committees need not be Directors, and any committee member who is not a Director may still serve as a voting member of the committee. Except as otherwise provided in these Bylaws, the Articles of Incorporation, or the Act, any committee may exercise such powers and functions as the Board of Directors may determine from time to time. See Section 3.18 above for limitations on the power and authority of committees. Except as the Board may otherwise determine, the President shall appoint all committee members and committee chairpersons.

3.22 **Committee Reports.** Each committee, including the Executive Committee, shall keep minutes of its proceedings and report the same to the Board at each regular meeting of the Board, or otherwise as requested by the President. The chairperson of each committee shall present the report. If the chairperson of a committee is unable to be present to present the committee report, the chairperson of that committee may designate another member of the committee to present its report. The Board of Directors shall adopt rules of procedure as it deems necessary for the conduct of the affairs of each committee.

ARTICLE IV OFFICERS

4.1 **Officers.** The Officers of the Organization shall be natural persons of at least eighteen (18) years of age, and there shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be Directors currently in office and who shall be elected as Officers by the Board of Directors. No two offices may be filled by the same person. In addition, as the Board of Directors may determine necessary, there may also be one or more Vice Presidents and/or assistant Officers. The *ex officio*

members of the Board may not serve as an officer of the Organization but may serve as the Organization's representative(s)/liaison(s) to the Township.

4.2 **Duties.** The Officers shall have and exercise such duties and functions as usually attach to their offices, with such additional duties and functions and subject to such limitations as may be provided in these Bylaws or established by the Board of Directors. Assistant Officers shall perform such functions and have such responsibilities as the Board of Directors may determine. Officers shall ensure that the Board is fully informed about the Organization's activities and financial status and that the Board has full and accurate information necessary to make informed decisions about the Organization's operations. The Board of Directors may add to the corporate title of any Officer (other than the President) a functional title in word or words descriptive of his or her powers or the general character of his or her duties.

4.3 **Selection, Terms.** The Officers of the Organization shall be elected by the Board of Directors at its annual meeting and shall serve for a term of two (2) years. Each Officer shall hold office until (a) the later of the expiration of the term for which he or she was elected or his or her successor has been elected and qualified, or (b) until his or her earlier death, resignation, or removal. There is no limit on the number of terms that an Officer may be eligible to serve.

4.4 **Resignation of Officers.** Any Officer of the Organization may resign at any time by giving written notice to the President or to the Secretary of the Organization. The resignation shall be effective upon receipt by the President or Secretary or at such subsequent time as may be specified in the notice of resignation.

4.5 **Removal of Officers.** Any Officer of the Organization may be removed, or his or her authority may be revoked, by resolution of the Board of Directors, whenever in its judgment the best interests of the Organization will be served thereby, but such removal or revocation shall not affect any contract rights the person so removed may have with the Organization.

4.6 **Vacancies.** Any vacancy in any office shall be filled by the Board. The elected Officer shall fill the balance of the term to which he/she is elected or appointed.

4.7 **Compensation.** The salaries or compensation, if any, of all Officers of the Organization shall be fixed by, or in the manner prescribed by, the Board of Directors, provided that no Officer shall be compensated for services unless so authorized by a duly adopted resolution of the Board of Directors, requiring that: (a) such Officer may only receive reasonable compensation for services rendered for the Organization in carrying out its exempt purposes as established by the Board of Directors; and (b) such compensation is (i) consistent with the Organization's financial policies, (ii) does not adversely affect the Organization's qualification as an organization exempt under Section 501(a) and described under Section 501(c)(3) of the Code or give rise to intermediate sanctions under the Code, and (iii) shall be set by a committee composed of persons who have no financial interest in such determination.

4.8 **Loans to Officers.** No loans shall be made by the Organization to any of its Officers.

4.9 **Reimbursement of Expenses.** As provided in Section 12.1 of these Bylaws, if the Board determines it to be appropriate and practical, Officers may be reimbursed for reasonable expenses they incur to attend Board and Committee meetings, and to perform their other duties as Board members.

4.10 **President; Powers and Duties.** The President shall have general charge and supervision of the business of the Organization and shall exercise or perform all the powers and duties usually incident to the office of the President. The President shall preside at all meetings of the Board of Directors. The President shall from time to time make or cause to be made such reports of the affairs of the Organization as the Board may require. The President shall be responsible to the Board of Directors for the application and implementation of policies adopted by the Board of Directors. Unless otherwise provided by the Board in the resolution creating the committee, the President shall be a voting member of each committee.

4.11 **Vice Presidents; Powers and Duties.** If the Organization has a Vice President, the Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and if there is more than one (1) Vice President, their seniority in performing such duties and exercising such powers shall be determined by the Board of Directors or, in default of such determination, by the order in which they were first elected. Each Vice President also shall have such powers and perform such duties as may be assigned to him or her by the President and the Board of Directors. The Vice President shall ensure that all legal responsibilities of the Organization are met on a timely basis.

4.12 **Secretary; Powers and Duties.** The Secretary shall attend all meetings of the Board and the Executive Committee and record all the votes and meeting minutes in books to be kept for that purpose. He or she shall give, or cause to be given, notice of all meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or by the President.

4.13 **Treasurer; Powers and Duties.** The Treasurer shall cause full and accurate accounts of receipts and disbursements to be kept in books belonging to the Organization. He or she shall see to the deposit of all moneys and other valuable effects in the name and to the credit of the Organization in such depository or depositories as may be designated by the Board of Directors, subject to disbursement or disposition upon orders signed in such manner as the Board of Directors shall prescribe. The Treasurer shall render to the President and to the Directors, at the regular meetings of the Board or whenever the President or the Board may require it, an account of all his or her transactions as Treasurer and of the results of operations and the financial condition of the Organization. He or she shall see that an annual audit or independent review of the Organization's books and records is performed by an auditor selected by the Board in compliance with the requirements of the Commonwealth of Pennsylvania and any other jurisdiction in which the Organization is doing business. The Treasurer shall oversee the investments for the growth of the Organization.

If required by the Board, the Treasurer shall give the Organization a bond in such sum and with such surety or sureties as may be satisfactory to the Board for the faithful discharge of the duties of his or her office, and for the restoration to the Organization, in case of his or her death, resignation, retirement or

removal from office, of all books, records, money and other property of whatever kind in his or her possession or under his or her control belonging to the Organization.

4.14 **Delegation of Officers' Duties.** Any Officer may delegate duties to his or her duly elected or appointed assistant (if any); and in case of the absence of any Officer or assistant Officer of the Organization, or for any other reason that the Board of Directors may deem sufficient, the Board may delegate or authorize the delegation of his or her powers or duties, for the time being, to any person.

4.15 **Executive Director.** An Executive Director may be appointed by the Board of Directors. The Executive Director shall be accountable to the Board of Directors and subject to the direction of the President and shall perform the duties and functions as may be prescribed from time to time by the Board of Directors. The Executive Director shall prepare, from time to time, but at least once each calendar quarter, a report of the operations of the programs, committees, fundraising and other financial matters and of the general operations of the Organization for presentation to the Board of Directors. The Executive Director shall not be a Director or Officer of the Organization.

ARTICLE V

FINANCIAL AND CONTRACTUAL TRANSACTIONS

5.1 **Contracts.** The President may execute in the name of the Organization, deeds, mortgages, bonds, contracts, and other instruments as authorized by the Board, except in cases where the execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Organization. Any such signed documents shall be attested by the Secretary or the Treasurer or an Assistant Secretary or Assistant Treasurer.

5.2 **Real Estate.** Notwithstanding anything to the contrary in the Act or in these Bylaws, any decision to acquire, sell, mortgage, or pledge real property shall require at minimum the approval of two-thirds (2/3) of the Board of Directors.

5.3 **Loans.** The Organization shall not lend or borrow funds unless authorized by resolution of the Board of Directors. Such authorization may be general or confined to specific instances. All loan documents and documents of indebtedness issued in the name of the Organization shall be signed by two or more Officers of the Organization, or its Officers' agents, as the Board of Directors may designate, and in such manner as determined by the Board of Directors.

5.4 **Checks, Charges, Etc.** All checks, notes, drafts, or other orders for the payment of money and documents of indebtedness issued in the name of the Organization shall be signed by two or more Officers of the Organization, or its Officers' agents, as the Board of Directors may from time to time designate, and in such manner as determined by the Board of Directors.

5.5 **Execution of Written Instruments.** Unless otherwise required by law or in these Bylaws or specifically designated in a Board resolution, all obligations, documents and any other instruments, whether or not requiring a seal, may be executed by the President and attested by the Secretary or the Treasurer or an Assistant Secretary or Assistant Treasurer.

5.6 **Deposits.** All payments to the Organization shall be deposited in one or more banks or other depository accounts established and maintained in the Organization's name and Employer Identification Number ("EIN").

5.7 **Gifts.** The Board of Directors may accept on behalf of the Organization any gift, grant, devise, bequest, or contribution (hereinafter "Gift") for the general purposes or for specific purposes of the Organization. The Board of Directors shall consider, prior to the acceptance of any Gift, whether such acceptance or any condition attached to the acceptance conflicts with the general or specific purposes of the Organization. The Board may decline or disclaim any Gift if it determines that the Gift or any conditions or restrictions attached to its acceptance is not within the general or specific purview or purpose of the Organization. The Board may also decline a Gift if it determines that a Gift designated for a specific purpose is less than the amount required to finance that specific purpose; however, the Board may determine to accept the Gift, although insufficient in amount, and add or secure other assets in furtherance of the specific purpose of the Gift, if the specific purpose of the Gift is within the Organization's purposes. Should there be a question as to the purpose or timeliness of the Gift as being incompatible with the purpose, mission, or programs and activities of the Organization or when the conditions, limitations or purposes of a particular Gift are deemed to be unacceptable, the Board of Directors is authorized to negotiate, with the donor, changes in the Gift or to decline or disclaim such Gift.

ARTICLE VI NOTICES

6.1 **Form of Notice.** Whenever written notice is required or permitted, by these Bylaws or otherwise, to be given to any person or entity, it may be given either personally or by sending a copy to the address or other contact information of the appropriate person or entity as it appears in the Organization's records. Such notice may be sent (a) electronically; (b) by first class mail (postage prepaid) or by overnight express delivery service (charges prepaid), or (c) by facsimile. If the notice is sent by mail or overnight express delivery, it shall be deemed to have been given when deposited in the United States Mail or delivered to the overnight express delivery service. If the notice is sent by any other form prescribed above, it shall be deemed to have been given when sent.

6.2 **Notice of Meetings.** Written notice of every meeting of the Board of Directors shall be given to each Director at least five (5) days prior to the day designated for the meeting. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting of the Board, the general nature of the business to be transacted. Whenever the language of a proposed resolution is included in the written notice of a meeting, the Directors at the meeting considering the resolution may adopt it with such clarifying or other amendments as long as they do not enlarge its original purpose so as to require further notice to persons not present in person.

6.3 **Waiver of Notice.** Whenever a written notice is required by these Bylaws or under the provisions of the Act, any person or persons (or entity or entities) entitled to receive the notice may waive in writing the right to receive notice. The written waiver may be signed before or after the time

required for such notice. Except in the case of a special meeting of the Board of Directors or as otherwise required by the Act, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance by any person in person at any meeting shall constitute waiver of notice of such meeting, unless the person (or entity representative) attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not called or convened upon proper notice.

ARTICLE VII
DISSOLUTION

7.1 **Dissolution**. In the event of dissolution or winding-up of the Organization, the Organization's assets, after all debts and expenses have been paid or provided for, shall be distributed in accordance with the terms stated in the Organization's Articles of Incorporation.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

8.1 **Representative Defined**. For purposes of this Article, "representative" means any Director, Officer, employee, or volunteer of the Organization.

8.2 **Third-Party Actions**. The Organization shall indemnify any representative who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Organization), by reason of the fact that he or she is or was a representative of the Organization, or is or was serving at the request of the Organization as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Organization and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of the Organization and, with respect to any criminal proceeding, had reasonable cause to believe that his or her conduct was unlawful.

8.3 **Derivative and Corporate Actions**. The Organization shall indemnify any representative who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Organization to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Organization, or is or was serving at the request of the Organization as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership,

joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of the action if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Organization. Indemnification shall not be made under this Section 8.3 in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Organization unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the Organization is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court of common pleas or other court shall deem proper.

8.4 **Procedure for Effecting Indemnification.** Unless ordered by a court, any indemnification under Section 8.2 or Section 8.3 shall be made by the Organization only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in those Sections. The determination shall be made:

- (a) by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action or proceeding; or
- (b) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

8.5 **Advancing Expenses.** The Organization shall pay expenses (including attorneys' fees) incurred in defending any action or proceeding referred to in Section 8.2 in advance of the final disposition of the action or proceeding upon receipt of any undertaking by or on behalf of the representative to repay the amount if it is ultimately determined that he or she is not entitled to be indemnified by the Organization as authorized in this Article or otherwise.

8.6 **Supplementary Coverage.** The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Act, or any agreement, vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding that office. Article 10 (relating to conflicts of interest) shall be applicable to any bylaw, contract, or transaction authorized by the Directors under this Section. However, no indemnification may be made by the Organization under this Article or otherwise to or on behalf of any person to the extent that:

- (a) The act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted self-dealing, willful misconduct, or recklessness; or
- (b) The Board determines that under the circumstances indemnification would constitute an excess benefit transaction under section 4958 of the Code or an act of self-dealing under section 4941 of the Code, if applicable.

8.7 **Duration and Extent of Coverage.** The indemnification and advancement of expenses provided by or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a representative of the Organization and shall inure to the benefit of the heirs and personal representatives of that person.

8.8 **Reliance and Modification.** Each person who shall act as a representative of the Organization shall be deemed to be doing so in reliance upon the rights provided by this Article. The duties of the Organization to indemnify and to advance expenses to a representative provided in this Article shall be in the nature of a contract between the Organization and the representative. No amendment or repeal of any provision of this Article shall alter, to the detriment of the representative, his or her right to the advance of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

8.9 **Insurance.** The Organization may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or volunteer of the Organization or is or was serving at the request of the Organization as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Organization would have the power to indemnify him or her against that liability under the Act. The Organization's payment of premiums with respect to such insurance coverage shall be provided primarily for the benefit of the Organization. To the extent that such insurance coverage provides a benefit to the insured person, the Organization's payment of premiums with respect to such insurance shall be provided in exchange for the services rendered by the insured person and in a manner so as not to constitute an excess benefit transaction under section 4958 of the Code or an act of self-dealing under section 4941 of the Code, if applicable.

ARTICLE IX
FUNDRAISING

9.1 **Fundraising and Solicitation.** The Organization shall ensure that its fundraising and solicitation activities and materials meet federal and state law requirements and that they are accurate, truthful, and candid.

ARTICLE X
CONFLICT OF INTEREST POLICY

10.1 **Adoption of Policy.** The Organization shall separately adopt a conflict of interest policy and distribute annual disclosure forms for the purpose of screening conflicts. It is the policy of the Organization that no contract or transaction between the Organization and one or more of its Directors or Officers, or between the Organization and any "interested entity" shall be authorized or entered into unless the material facts as to the interest and as to the contract or transaction are disclosed or are known to the Board of Directors, and the Board in good faith authorizes the contract or transaction by

an affirmative vote of a majority of the Directors other than the interested Director(s) of the Organization and the contract or transaction is in the interests of the Organization. An “interested entity” includes any entity (a) in which one or more of the Directors or Officers of the Organization (i) are directors or officers, or (ii) have a financial interest; or (b) in which any Director or Officer of the Organization has any other conflict of interest. Any interested Directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction.

ARTICLE XI
BOOKS AND RECORDS

11.1 **Bookkeeping; Recordkeeping.** The Organization shall keep (i) complete and accurate financial books and records; (ii) minutes of all meetings of the Board and of any committees; (iii) the original or a copy of its Articles of Incorporation (and any amendments thereto) and Bylaws, including all amendments thereto, certified by the Secretary; (iv) a list of the names and contact information of its current Directors and Officers; (v) a copy of the Organization’s IRS Form 1023 (or IRS Form-EZ); and (vi) all reports delivered to state and federal officials for the last seven (7) years. Originals or duplicates of such books and records shall be kept at either the registered office of the Organization, the principal place of business of the Organization, and/or at such other reasonably accessible place as the Secretary may determine. The Organization may separately adopt a document retention policy.

11.2 **Transparency.** The Organization shall ensure that its audited financial statements, annual federal tax reports, and other annual reports are complete and accurate, and to the extent required by law and in accordance with the procedures established by law, are posted to the Organization’s website or otherwise made available to the public upon request.

ARTICLE XII
GENERAL PROVISIONS

12.1 **Reimbursement of Expenses.** As the Board shall determine, Directors and other individuals serving the Organization may be reimbursed for reasonable expenses they incur to perform their duties, provided that such reimbursement does not adversely affect the Organization’s qualification as an organization exempt under Section 501(a) and described under Section 501(c)(3) of the Code or give rise to intermediate sanctions under Section 4958 of the Code. Expense reimbursements shall be made in accordance with procedures established by the Organization.

12.2 **Use of Conference Telephone and Similar Equipment.** To the fullest extent permitted by the Act, one (1) or more persons may participate in a meeting of the Board, or a committee or any other body of the Organization, by means of conference telephone or similar communications equipment if all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 12.2 shall constitute presence in person at the meeting.

12.3 **Action by Directors in Lieu of a Meeting.** Unless otherwise restricted by the Articles of Incorporation, or by the Act, any action required or permitted to be taken at any meeting of the Board

of Directors or any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the Secretary of the Organization.

ARTICLE XIII
AMENDMENT OF BYLAWS

13.1 **Amendments.** Any changes to these Bylaws may be made by a two-thirds (2/3) vote of the Board of Directors present at any meeting where there is a quorum that is duly convened after notice to the Directors for that purpose or by the unanimous written consent of all Directors without a meeting.

* * * * *

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Manager/Director of Finance
Tammy Cohen, Director of Recreation and Community Programming

Date: September 3rd, 2019

**Re: Stormwater Management Waiver Request – Radnor Trail Ramp
Access at the Radnor Crossing Apartments**

The principal of the Radnor Crossing Apartments (Creek Road, behind the Township building), Paul O'Connor, has just completed a complete renovation of the apartment building.

Mr. O'Connor approached the Township with the idea of creating an ADA compliant ramp, similar to a boardwalk, that will access the Radnor Trail from the Radnor Crossing Apartment's property. He has obtained an easement from the adjacent property owner to be able to construct the ramp.

The access will not only serve our residents who reside in Radnor Crossing, but will also allow access to the trail for Radnor Township residents parking at the Township Building. It is anticipated that wayfaring signage will be installed to direct residents to the ramp.

At 660 square feet of impervious, the request is to eliminate an infiltration bed (as opposed to full stormwater management, if the new impervious was greater than 1,500 square feet).

EXISTING IMPERVIOUS COVERAGE-351 OAK TERRACE:

BUILDING 3,546 S.F. (2.71%)
 ASPHALT 7,724 S.F.
 PATIOS/DECKS 560 S.F.
 FRONT WALKWAY 122 S.F.

TOTAL IMPERVIOUS COVERAGE 12,002 S.F.

% IMPERVIOUS COVERAGE 9.18%

**ADDED IMPERVIOUS COVERAGE-351 OAK TERRACE:
 ADA-COMPLIANT WALKWAY 660 S.F.**

TOTAL IMPERVIOUS COVERAGE 660 S.F.

PROPOSED IMPERVIOUS COVERAGE-351 OAK TERRACE:

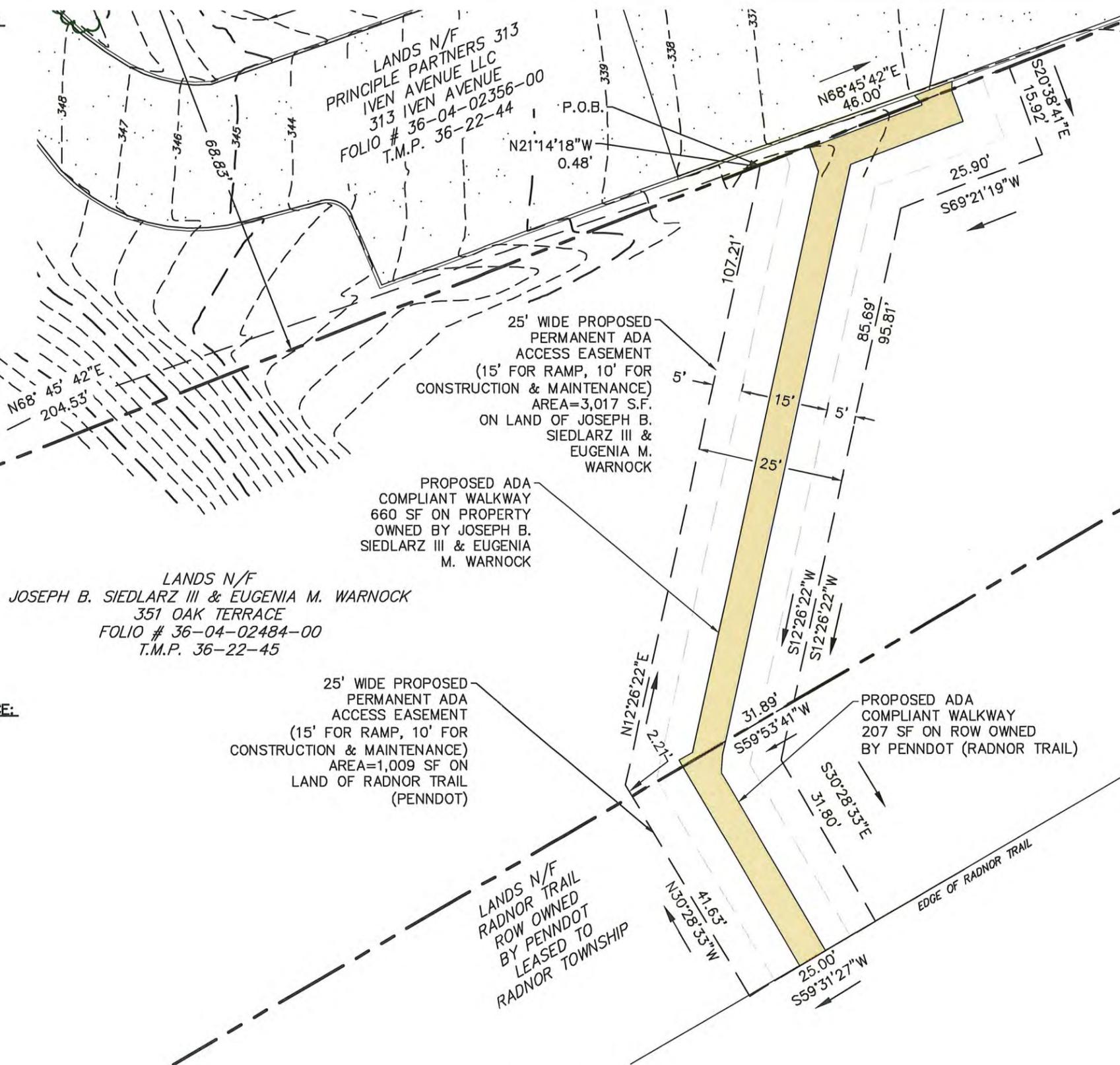
BUILDING 3,546 S.F. (2.71%)
 ASPHALT 7,724 S.F.
 PATIOS/DECKS 560 S.F.
 FRONT WALKWAY 122 S.F.
 ADA-COMPLIANT WALKWAY 660 S.F.

TOTAL IMPERVIOUS COVERAGE 12,662 S.F.

% IMPERVIOUS COVERAGE 9.69%

SOURCE OF TITLE:

JOSEPH B. SIEDLARZ III & EUGENIA M. WARNOCK
 DEED BOOK 1872 PAGE 71
 351 OAK TERRACE WAYNE, PA 19087
 T.M.P. 36-22-45
 PARCEL I.D. 36-04-02484-00



PLAN MADE AT THE REQUEST OF:
 PRINCIPLE PARTNERS 313 IVEN AVENUE LLC

NOTE:
 EXISTING IMPERVIOUS COVERAGE BASED ON
 GOOGLE EARTH IMAGERY DATED 5/24/16

COPYRIGHT: MOMENEE, INC. CONSULTING ENGINEERS. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND ALL OTHER PROPRIETARY RIGHTS IN THESE PLANS. ALL RIGHTS RESERVED. NO PART OF THESE PLANS, THESE PLANS, OR THE INFORMATION CONTAINED HEREIN, ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION AND CONSENT OF MOMENEE, INC. ANY RE-USE WITHOUT WRITTEN PERMISSION, VERIFICATION, OR ADAPTATION BY MOMENEE, INC. FOR THE SPECIFIC PURPOSE OF THE PROJECT, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO MOMENEE, INC. THE USER SHALL FURTHER INDEMNIFY AND HOLD HARMLESS MOMENEE, INC. FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING THEREFROM OR RESULTING THEREFROM.

Paul C. Aron

351 OAK TERRACE

RADNOR TOWNSHIP *DELAWARE COUNTY * PENNSYLVANIA
 "EXHIBIT B" PROPOSED ADA RAMP EASEMENT



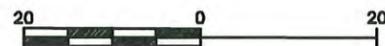
REV. DATE COMMENTS

FILE NO.: 19-220

SHEET 1 OF 1

DATE: AUGUST 16, 2019

SCALE: 1" = 20'



Impervious Surface

Complete the impervious surface table (required).

Location: 351 Oak Terrace, Wayne, PA 19087

Project Description: ADA Ramp Crossing

Gross Lot Area 130,680 Sq. Ft.

To be Completed by Radnor Township	
Permit Number:	_____
Submission Date:	_____
Shade Tree Approval Date:	_____
Final Approval Date:	_____
Zoning Approval:	_____
	Zoning Officer
Grading Permit Approval:	_____
	Township Engineer

Complete All Yellow Fields						
Cover Type	Existing Area (square feet)	Percentage of existing impervious surface area of your lot	Area of Impervious Removed (square feet)	Area of Added Impervious Cover (square feet)	Total Area (square feet)	Percentage of total impervious surface of your lot, as proposed
Building	3,596		0	0	3,596	
Walkway/sidewalk	122		0	660	782	
Patios, decks	560		0	0	560	
Driveway	7,724		0	0	7,724	
Other	0		0	0	0	
Total	12,002*		9.18* %	0	660	

Estimated Cubic Yards of Dirt Involved 0 Will this fill be taken off site Yes No

Number of trees to be removed (over 6" in diameter) 5 Is Property in Historical District Yes No

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

Zoning Table							
Zoning District	Maximum Impervious Cover (%)		Zoning District	Maximum Impervious Cover (%)		Zoning District	Maximum Impervious Cover (%)
R-1	22		CO 2,3 stories	50		GH_CR	95
R-2	30		C1	60		GH-BC	50
R-3	35	X	C-2	70		GH-OS	15
R-4	40		C-3	65		WBOD	NA
R-5 Semi/2 family detached	40		PI	45		PB	55
R-5 Multi Dwelling	36		PA	50		PLO	55
R-6	70		GH-N	60		FC	NA
R-IA	30		GH-GA	80		PLU	45

*Existing Impervious Coverage Based on Google Earth Imagery Dated 5/24/16

TO BE COMPLETED BY APPLICANT

Property Owner(s) Principle Partners 313 Iven Avenue LLC

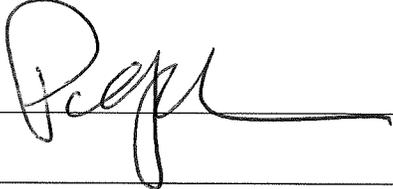
Address of Property 313 Iven Avenue, Wayne, PA 19087

Phone Number 610.309.1118 Email paul@aptmanagement.com

Engineer/Surveyor Joseph C. Mongeluzi Jr. PE Momenee Inc.

Phone Number 610-527-3030 Ext. 1205 Email jmongeluzi@momenee.com

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

Signature of Applicant 

Please note the following requirements:

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

Submitted by and Return to:

Paul C. Cuce, PLS
Momenee, Inc.
924 County Line Road
Bryn Mawr, PA 19010

Folio No.

25 FOOT WIDE ADA ACCESS EASEMENT AGREEMENT

THIS ADA ACCESS EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2019, by and among Joseph B. Siedlarz III and Eugenia M. Warnock (“Grantors”) and Principle Partners 313 Iven Avenue LLC (“Grantee”).

BACKGROUND

A. Grantors are the fee owners of certain real property located at 351 Oak Terrace more particularly described in that certain Deed dated May 7, 1999 and recorded in Deed Book 1872 at Page 0071 in the Office of the Recorder of Deeds of Delaware County, Pennsylvania which has been assigned Folio No. 36-04-02484-00 (“Grantors Property”).

B. Grantee is the fee owner of certain property located at 313 Iven Avenue more particularly described in that certain Deed dated August 2, 2018 and recorded in Deed Book 6125 at Page 0561 in the Office of the Recorder of Deeds of Delaware County, Pennsylvania which has been assigned Folio No. 36-04-02356-00 (“Grantee Property”).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual covenants, rights and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, Grantors and Grantee hereby agree as follows:

1. Grant of Walkway Easement.

Grantors hereby grant and convey to Grantee, his heirs, successors, and assigns, solely for the use and benefit of Grantee Property, an exclusive perpetual walkway easement over a designated portion of his land for pedestrian ingress and egress from Radnor Trail as described below under item 4 and shown on Exhibit B attached hereto. Pedestrians shall be limited to utilizing the proposed walkway as shown on Exhibit B. Grantee, his heirs, successors, and assigns, shall also have the right to enter upon the easement to perform all necessary construction and maintenance tasks in relation to the use of the easement for pedestrian walkway purposes.

2. Maintenance of Easement Areas. Grantee shall maintain and repair or cause to be maintained and repaired the aforementioned pedestrian walkway in good condition as may be reasonably determined by Grantors.

3. General Provisions.

a. This Agreement sets forth the entire agreement of the parties concerning the subject matter of this Agreement.

b. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.

c. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns and shall run with the land for the future benefit of both Grantors Property and Grantee Property.

d. The terms of this Agreement may only be modified or amended by writing signed by Grantors (or his heirs, successors, and assigns) and Grantee (or his heirs, successors, and assigns).

e. This Agreement shall be recorded at the expense of Grantors in the Office of the Recorder of Deeds of Delaware County, Pennsylvania.

4. Legal Description

25 foot wide ADA Access Easement

All that certain parcel of land situated in the Township of Radnor, County of Delaware, and Commonwealth of Pennsylvania, shown in accordance to an exhibit attached hereto, more particularly described as follows:

Beginning at a point located along the southerly line of lands now or formerly of the Grantee, and in common with lands now or formerly of Siedlarz, said point being located North 68 degrees 45 minutes 42 seconds East, a distance of 204.53 feet from a pinched pipe found at the southwest corner of aforementioned lands, and running; thence

Continuing along the southerly line of said lands, North 68 degrees 45 minutes 42 seconds East a distance of 46.00 feet to a corner; thence

Leaving said common line, and crossing lands of aforementioned Siedlarz, South 20 degrees 38 minutes 41 seconds East a distance of 15.92 feet to a corner; thence

Continuing partly through said lands, South 69 degrees 21 minutes 19 seconds West a distance of 25.90 feet to a corner: thence

Continuing through said lands, South 12 degrees 26 minutes 22 seconds West a distance of 85.69 feet to a corner in line of lands now or formerly owned by Penndot, and leased by Radnor Township; thence

Along said line, South 59 degrees 53 minutes 41 seconds West a distance of 31.89 feet to a corner; thence

Leaving said line, North 30 degrees 28 minutes 33 seconds West a distance of 2.21 feet to a corner; thence

North 12 degrees 26 minutes 22 seconds East a distance of 107.21 feet, to a corner; thence

North 21 degrees 14 minutes 18 seconds West a distance of 0.48 feet to the first mentioned point and place of beginning.

Containing 3,017 square feet of land.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

WITNESS:

GRANTOR:

Joseph B. Siedlarz III
Eugenia M. Warnock

GRANTEE:

Principle Partners 313 Iven Avenue LLC

COMMONWEALTH OF PENNSYLVANIA :

: **ss.**

COUNTY OF :

ON THIS, the _____ day of _____, 2019, before me, the undersigned officer, personally appeared SCOTT EMERSON, known to me (satisfactorily proven) to be the person whose name is 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.

Notary Public

RESOLUTION NO. 2019-55

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE PURCHASE OF FORTY-FIVE WATCH GUARD VISTA BODY CAMERAS, VISTA TRANSFER STATIONS, NECESSARY SOFTWARE AND LICENSING FOR USE BY THE RADNOR TOWNSHIP POLICE DEPARTMENT.

WHEREAS, the Radnor Township Board of Commissioners, in consultation with the Radnor Township Police Department, has determined the use of body cameras and motor vehicle cameras by the Radnor Township Police Department aids in accountability and transparency of the Police Department; and

WHEREAS, the Radnor Township Police Department is seeking to purchase forty-five (45) Watch Guard Vista body cameras, Vista Transfer Stations, necessary software and licensing; and

WHEREAS, the initial purchase price of \$81,508.91 will be paid through the Pennsylvania COSTARS Program; and

WHEREAS, Radnor Township has received a grant from the Pennsylvania Commission on Crime and Delinquency for \$39,998.00 bringing the net cost of the body camera purchase to \$41,510.91.

NOW, THEREFORE, be it hereby *RESOLVED* that the Radnor Township Board of Commissioners does approve the purchase of forty-five (45) Watch Guard Vista body cameras, Vista Transfer Stations and necessary software and licensing in accordance with the legislative summary prepared by Superintendent Christopher B. Flanagan dated August 27, 2019 in an amount not to exceed \$81,508.91.

SO RESOLVED, this 9th day of September, 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

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

**RADNOR TOWNSHIP
ORDINANCE 2019-09**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF
RADNOR, CHAPTER 270, VEHICLES AND TRAFFIC, SECTION 270-16,
STOP INTERSECTIONS CONCERNING THE INTERSECTIONS OF
SAW MILL ROAD AND EARLES LANE**

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendments to Chapters 270, Vehicles and Traffic, as follows:

ARTICLE I. Section 270-16, Stop Intersections, is hereby amended to add the following stop intersection:

Stop Sign On:	Direction of Travel:	Intersection With:
Saw Mill Road	South	Earles Lane
Earles Lane	West	Saw Mill Road

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

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

ENACTED and *ORDAINED* this _____ day of _____, 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

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

Date: September 3rd, 2019

Re: 731-741 Harrison Road – Caucus, Minor Subdivision Plan

The applicants, Theodore and Elizabeth Wentz, are proposing to adjust the lot line between 733 and 741 Harrison Road. The proposed lot line change will increase the size of 741 Harrison (from 0.999 acres to 1.221 acres) and decrease the lot size of 733 Harrison (from 2.775 acres to 2.554 acres).

The detailed SALDO and Zoning review by Gannett Fleming, Incorporated, is attached. This review also notes the waivers requested.



*Excellence Delivered **As Promised***

Date: August 22, 2019

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

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
John Rice, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 733/741 Harrison Road
Theodore and Elizabeth Wentz– Applicant

Date Accepted: July 1, 2019
90 Day Review: September 29, 2019

Gannett Fleming, Inc. has completed a review of the Minor Final Subdivision 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 adjust the lot line between the two properties. This will increase 741 Harrison Road from .999 acres to 1.221 acres and decrease 733 Harrison from 2.775 acres to 2.554 acres. There are no improvements proposed with this application.

The applicant is requesting the following waiver:

1. §255-22-B. 1(k)- which requires existing principal buildings (and their respective uses) and driveways to be shown on the adjacent peripheral strip along with 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. Existing buildings on the two lots are shown.
2. §255-22-B. 1(p) - which requires contour lines measured at vertical intervals of two feet to be shown on the plans and requires that such elevations shall be determined by on-site survey.
3. §255-22-B.1(r) - which requires large trees over six inches in caliper to be shown on the plans.
4. §255.27.C(2) - which states that 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.



733 & 741 Harrison Road – Lot Line Change Plan

Plans Prepared By: Momenee, Inc.

Dated: 06/10/2018

Zoning

1. §280-15.A – Every lot shall have a lot area of not less than one acre. 741 Harrison Road is currently .999 acres and will be 1.221 acres after the lot line adjustment. This is an existing non-conformity that the applicant will bring into conformance with this application.

Subdivision and Land Development

1. §255-22-B.1(k) - Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans. The applicant has requested a waiver from this requirement.
2. §255-22-B.1(p) - Contour lines measured at vertical intervals of two feet must be shown on the plans. Such elevations shall be determined by on-site survey, not interpolation of United States Government Survey maps. In the case of relatively flat or level areas, a lesser interval may be required. The applicant has requested a waiver from this requirement.
3. §255-22-B.1(r) - Large trees over six inches in caliper 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. The applicant has requested a waiver from this requirement.

General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording.
2. The title report submitted refers to “Restrictions as to Subdivisions” Book 7058 p.141. Please provide a copy of the information for review by the Township Solicitor.
3. We note the location map used on the plans is outdated. 733 Harrison Road is not 2 separate parcels as shown.

Steve Norcini, Township Engineer
733/741 Harrison Road
August 22, 2019

4. The zoning table indicates 366 square feet of an existing wall from 733 Harrison will now be located on 741 Harrison due to the lot line revision. The existing wall must be shown on the plans.

The applicant appeared before the Planning Commission on August 5, 2019. The Planning Commission recommended approval of the plan and requested waivers.

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

August 15, 2019

Mr. Robert A. Zienkowski
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

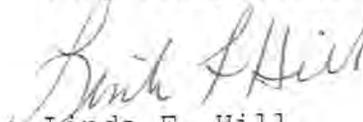
RE: Name of Dev't: 733 & 741 Harrison Road Lot Line Change
DCPD File No.: 34-5501-03-19
Developer: Theodore and Elizabeth Wentz
Location: East side of Harrison Road, approximately
300' south of Parkes Run Lane
Recv'd in DCPD: 07/16/2019

Dear Mr. Robert A. 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 August 15, 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: Theodore and Elizabeth Wentz
Momenee INC



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

Date: August 15, 2019
File No.: 34-5501-03-19

PLAN TITLE: 733 & 741 Harrison Road Lot Line Change

DATE OF PLAN: 07/10/2018

OWNER OR AGENT: Theodore and Elizabeth Wentz

LOCATION: East side of Harrison Road, approximately 300' south of Parkes Run Lane

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Subdivision

ZONING DISTRICT: R-1

SUBDIVISION ORDINANCE: Local

PROPOSAL: Adjust lot lines of two lots totaling 3.776 acres

UTILITIES: Public

RECOMMENDATIONS: Approval

STAFF REVIEW BY: Joshua Chast

REMARKS:

PREVIOUS ACTION

A plan for the site was last reviewed by the Delaware County Planning Commission at its meeting on July 19, 2003, as final subdivision. The applicant proposed to subdivide four acres into three lots. The Planning Commission recommended approval.



Date: August 15, 2019
File No.: 34-5501-03-19

REMARKS (continued):

CURRENT PROPOSAL

Currently, the applicant proposes a lot line adjustment in which 733 Harrison Road transfers 9,622 sq. ft. to 741 Harrison Road. Also, the dwelling on 741 Harrison Road will be demolished and replaced and there will be new driveway installed with a 1127 sq. ft. garage.

SITE CHARACTERISTICS

The site's existing conditions include being surrounded by other large single-family detached dwellings. Located directly behind the property line of 733 Harrison Road is a church. The site is near the Radnor trail and several parks.

APPLICABLE ZONING

The proposal is located within the R-1 district and is subject to applicable regulations set forth in the Township zoning code.

COMPLIANCE

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.

Date: August 15, 2019
File No.: 34-5501-03-19

REMARKS (continued):

STORMWATER MANAGEMENT

The Township Engineer must verify the adequacy of all proposed stormwater management facilities.

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.

August 21, 2019

Mr. Steve Norcini P.E.
Radnor Township Engineer
301 Iven Avenue
Wayne, PA 19087

**RE: Lot Line Change – 733 & 741 Harrison Road
Radnor Township, Delaware County**

Our File # 12-020

Dear Steve:

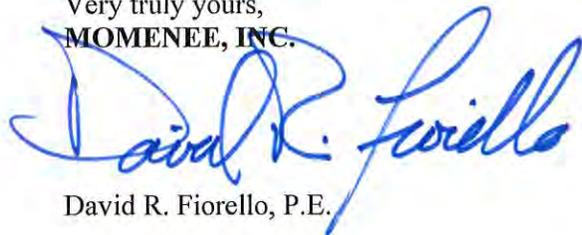
On June 25th, on behalf of Beth and Ted Wentz, owners of the lots at 733 and 741 Harrison Road, we submitted an application for a change of lot lines to transfer 0.221 acres of land from the 733 Harrison Road parcel to the 741 Harrison Road parcel.

As discussed at the Planning Commission meeting on August 5th we are requesting the following waivers from the Subdivision and Land Development Ordinance. The planning Commission recommended the approval of the noted waivers.

- §255-22-B.1(k)- which requires existing principal buildings (and their respective uses) and driveways to be shown on the adjacent peripheral strip along with 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. Existing buildings on the two lots are shown
- §255-22-B. 1(p) – which requires contour lines measured at vertical intervals of two feet to be shown on the plans and requires that such elevations shall be determined by on-site survey.
- §255-22-B.1(r) – which requires large trees over six inches in caliper to be shown on the plans.
- §255.27.C{2} – Which states that 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.

Should you have any questions or require any additional information, please let me know.

Very truly yours,
MOMENEE, INC.



David R. Fiorello, P.E.

12020 LLC-L02-RT

cc: Ted & Beth Wentz
Chris Berg – Pohlig Builders.



Excellence Delivered *As Promised*

Date: July 30, 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: 733/741 Harrison Road
Theodore and Elizabeth Wentz– Applicant

Date Accepted: July 1, 2019
90 Day Review: September 29, 2019

Gannett Fleming, Inc. has completed a review of the Minor Final Subdivision 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 adjust the lot line between the two properties. This will increase 741 Harrison Road from .999 acres to 1.221 acres and decrease 733 Harrison from 2.775 acres to 2.554 acres. There are no improvements proposed with this application.

733 & 741 Harrison Road – Lot Line Change Plan

Plans Prepared By: Momenee, Inc.
Dated: 06/10/2018

Zoning

1. §280-15.A – Every lot shall have a lot area of not less than one acre. 741 Harrison Road is currently .999 acres and will be 1.221 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. This must be provided, or a waiver requested.
2. §255-22-B.1(p) - Contour lines measured at vertical intervals of two feet must be shown on the plans. Such elevations shall be determined by on-site survey, not interpolation of United States



Steve Norcini, Township Engineer
733/741 Harrison Road
July 30, 2019

Government Survey maps. In the case of relatively flat or level areas, a lesser interval may be required. This must be provided, or a waiver requested.

3. §255-22-B.1(r) - Large trees over six inches in caliper must be shown on the plans. This must be provided, or a waiver requested.
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.

General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording.
2. The title report submitted refers to “Restrictions as to Subdivisions” Book 7058 p.141. Please provide a copy of the information for review by the Township Solicitor.
3. We note the location map used on the plans is outdated. 733 Harrison Road is not 2 separate parcels as shown.
4. The zoning table indicates 366 square feet of an existing wall will be removed from 733 Harrison and added to 741 Harrison. This must be shown on the plan.

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: July 16, 2019

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

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

cc: Kevin Kochanski, ASLA, R.L.A., Radnor Township Director of Community Development
Patricia Sherwin, Radnor Township Engineering Clerk
Mary C. Eberle, Grim, Biehn, & Thatcher, Solicitor,
Roger A. Phillips, P.E., Gannett Fleming, Inc., Senior Associate
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie Salisbury, P.E., Gilmore & Associates, Inc.

Reference: 733 & 741 Harrison Road Lot Line Adjustment
Final Minor Land Development Review
Radnor Township, Delaware County, PA
G&A 19-07021

Gilmore & Associates, Inc. (G&A) has completed a transportation review of the referenced Lot Line Change Plan for 733 & 741 Harrison Road for the applicants, Theodore and Elizabeth Wentz. The parcels are located in the R-1 Residential Zoning District and consists of 3.773 acres and transfer 0.221 acres of land from 733 Harrison Road (TMP No. 36-04-022-22-02) to 741 Harrison Road (TMP No. 36-04-022-24-00); following approval of the lot line adjustment, the owner of 741 Harrison Road intends on demolishing the existing structure and constructing a new residential home.

A. DOCUMENTS REVIEWED

1. Subdivision and Land Development Application Form.
2. A cover letter dated June 25, 2019 prepared by Momenee, Inc.
3. Lot Line Change Plan (1 Sheet) for 733 & 741 Harrison Road, dated June 10, 2018, prepared for Theodore and Elizabeth Wentz, prepared by Momenee, Inc.

B. REVIEW COMMENTS

1. §255-22.B(1) – The minor subdivision plan shall show or be accompanied by the following information:
 - i. §(f) – A North point.

- ii. §(k) – 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 include properties across streets).
 - iii. §(p) – Contour lines measured at vertical intervals of two feet.
 - iv. §(r) – Large trees over six inches in caliper.
2. §255-27.B(3)(e) and §255-27.C(1) – Harrison Road is identified as a local street requiring 60 feet of Right-of-Way, a 28 foot cartway width, curbs and sidewalks. Harrison Road presently includes a 50 foot Right-of-Way, intermittent curbing including along the opposing roadway frontage and no sidewalks. The cartway width is not identified on the plan; however, it appears to be an approximately 16 foot cartway width.



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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CHAIRMAN

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VICE CHAIRMAN

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KEVIN M. MADDEN
BRIAN P. ZIDEK

LINDA F. HILL
DIRECTOR

July 25, 2019

Mr. Robert A. Zienkowski
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

RE: Title: 733 & 741 Harrison Road Lot Line Change
Applicant(s): Theodore and Elizabeth Wentz
File Number: 34-5501-03-19
Meeting Date: 08/15/2019
Municipality: Radnor Township
Location: East side of Harrison Road, approximately 300'
south of Parkes Run Lane
Received: 07/16/2019

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: Theodore and Elizabeth Wentz
Radnor Township
Momenee INC



June 25, 2019

Mr. Steve Norcini P.E.
Radnor Township Engineer
301 Iven Avenue
Wayne, PA 19087

**RE: Lot Line Change – 733 & 741 Harrison Road
Radnor Township, Delaware County**

Our File # 12-020

Dear Steve:

On behalf of Beth and Ted Wentz, owners of the lots at 733 and 741 Harrison Road, we are submitting an application for a change of lot lines to transfer 0.221 acres of land from the 733 Harrison Road parcel to the 741 Harrison Road parcel.

Enclosed for review are the following:

- Signed Township Application
- Township Application fee of \$400 based on the requirements for a lot line change.
- Professional escrow deposit in the amount of \$4,000.00.
- Act 247 Review Form
- Act 247 Review Fee of \$170.00
- 19 full size copies of the lot line change plans (8 signed & notarized).
- 7 11x17 copies of the lot line change plans
- Copy of title reports for both parcels with deeds
- 10 USB Thumb Drives containing the following
 - Copy of this letter in PDF Format
 - Plans in PDF format
 - Copies of signed applications and supporting documents in PDF format

I trust that this information will be sufficient in order to be placed on the next Planning Commission schedule for review. Should you have any questions or require any additional information, please let me know.

Very truly yours,
MOMENEE, INC.



David R. Fiorello, P.E.

12020 LLC-L01-RT

cc: Ted & Beth Wentz
Chris Berg – Pohlig Builders.

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

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property: 733 and 741 Harrison Road

Zoning District: R-1 (RESIDENTIAL) Application No. _____
(Twp. Use)

Fee \$ 400 / \$4,000 PSA Ward No. _____ Is property in HARB District NO

Applicant: (Choose one) Owner X Equitable Owner _____

Name: THEODORE H. WENTZ AND ELIZABETH M. WENTZ

Address 733 HARRISON ROAD, VILLANOVA, PA 19085

Telephone _____ Fax _____ Cell _____

Email ewentz@att.net

Designer: (Choose one) Engineer X Surveyor _____

Name DAVID R. FIORELLO, P.E. MOMENEE INC.

Address 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010

Telephone 610-527-3030 Fax 610-527-9008

Email DFIORELLO@MOMENEE.COM

Area of property 3.773 ACRES Area of disturbance N/A

Number of proposed buildings N/A Proposed use of property: RESIDENTIAL

Number of proposed lots: LOT LINE REVISION OF 2 LOTS NO ADDITIONAL LOTS

Plan Status: Sketch Plan _____ Preliminary _____ Final X Revised _____

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

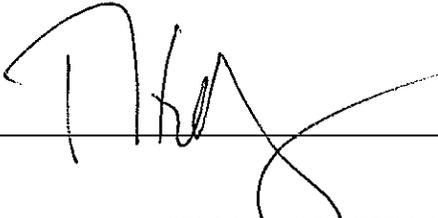
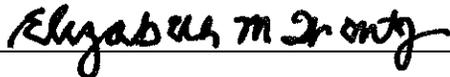
. NONE

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

NONE

Individual/Corporation/Partnership Name:

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

Signature:  _____  _____
Print Name _____ THEODORE H. WENTZ _____ ELIZABETH M. WENTZ _____

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 Land) 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 THEODORE H. & ELIZABETH M. WENTZ E-mail EWENTZ @ATT.NET

Address 733 HARRISON ROAD, VILLANOVA PA 19087 Phone _____

Name of Development 733 AND 741 HARRISON ROAD LOT LINE CHANGE

Municipality RADNOR TOWNSHIP

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm MOMENEE INC Phone 610-527-3030

Address 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010

Contact DAVID R. FIORELLO, P.E. E-mail DFIORELLO@MOMENEE.COM

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

Zoning District R-1

Tax Map # 36 / 22 / 092

Tax Folio # 36 / 04 / 02222 / 00

STATEMENT OF INTENT

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

ADJUST LOT LINES BETWEEN THE TWO LOTS TO TAKE AREA FROM 733 HARRISON ROAD AND TO ADD IT TO
741 HARRISON ROAD. THE EXISTING RESIDENTIAL STRUCTURE ON 733 HARRISON ROAD IS TO REMAIN. THE EXISTING STRUCTURE
ON 741 WILL BE DEMOLISHED AND A NEW RESIDENCE WILL BE CONSTRUCTED IN ITS PLACE

Total Site Area 3.776 Acres
Size of All Existing Buildings 14,380 Square Feet
Size of All Proposed Buildings 0 Square Feet
Size of Buildings to be Demolished 0 Square Feet

ELIZABETH WENTZ
Print Developer's Name
HOMEOWNER

Elizabeth Wentz
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.

Transaction Identification Data for reference only:

Issuing Agent: Trident Land Transfer Company LP
Issuing Office's ALTA® Registry ID: 1036942
Commitment Number: 19PA04758
Issuing Office File Number: 19PA04758
Property Address: 733 and 741 Harrison Road, Villanova, PA 19085

SCHEDULE A

1. Commitment Date: May 6, 2019 at 01:00 AM
2. Policy to be issued:
 - a. Proposed Insured: Theodore H. Wentz, Jr. and Elizabeth M. Wentz
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Theodore H. Wentz, Jr. and Elizabeth M. Wentz

SEE SCHEDULE C ATTACHED HERETO



Lisa DeWolf
President
Trident Land Transfer Company

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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Schedule B-I
TRIDENT LAND TRANSFER COMMITMENT

Requirements

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Report 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. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. DEED FROM: Theodore H. Wentz Jr. and Elizabeth M. Wentz, husband and wife
TO: Theodore H. Wentz Jr. and Elizabeth M. Wentz, husband and wife
DATED:
RECORDED:
5. Possible unfiled mechanics liens and municipal claims.
6. Terms of any unrecorded lease or rights of parties in possession.
7. Proof that all natural persons in this transaction are of full age and legally competent.
8. Proof of identity of parties as set forth in Recital.
9. 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.
10. Proof to be provided that any individuals holding record title have 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 form. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
11. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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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 2019
Assessment \$3,421,770.00 (premises A) and \$217,280.00 (premises B)
Tax ID / Parcel No. 36-04-02222-00 (premises A) and 36-04-02224-00 (premises B)
15. WATER, STORMWATER AND SEWER RENTS:
Receipts for Water, Stormwater (if applicable) and Sewer Rents for the three prior years to be produced.
Water, Stormwater and Sewer Rents for the current year 2019.
16. MECHANICS AND MUNICIPAL CLAIMS: NONE
17. MORTGAGES:
 - a. Amount: \$2,000,000.00
Mortgagor: Theodore H. Wentz and Elizabeth Mitchell Wentz
Mortgagee: the Bryn Mawr Trust Company
Dated: 12/19/2012 and Recorded 1/11/2012 in Volume 5254 page 1028. (open-end) (affects A).
2013

Note: The above mortgage appears to be an OPEN END MORTGAGE securing future advances. If this mortgage is to be paid in full/satisfied and removed from the policy to be issued on this matter, the equity loan account is to be closed or frozen before the payoff is issued.
18. JUDGMENTS: NONE
19. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
20. 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.
21. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
22. 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.
23. Last Insured: TA Title Insurance; No. SPR113-483; Dated: 11/19/2004; Amount: \$4,632,215.00 (premises A).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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24. Last Insured: Strong Abstract; No. 08-014; Dated: 4/11/2008; Amount: \$1,050,000.00 (premises B).

25. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report:
NONE

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Schedule B-II
TRIDENT LAND TRANSFER COMMITMENT

Exceptions

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 defect, 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 Report Date and the date on which all of the Schedule B, Part I - Requirements are met.
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 Harrison Road. (affects A and B)
7. Restriction as to subdivisions in Volume 5078 page 141.
8. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Subdivision Plans, recorded in Map Plan/Book No. 25 page 257 and 25 page 73 and 35 page 262, 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.
9. Stormwater Agreement 5739 page 2100. (affects A)
10. Driveway Easement in Volume 3358 page 986.
11. Temporary Easement in Volume 3314 page 2139.

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12. Restrictions as set forth, 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 in Deed Book 353 page 260 and Deed Book 598 page 399.
13. Rights granted to Philadelphia Suburban Water Co. in Deed Book 625 page 265 and Deed Book 624 page 467.
14. Rights granted to the Township of Radnor in Deed Book 766 page 546.

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SCHEDULE C

The Land is described as follows:

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground situate in, Radnor Township, County of Delaware, Commonwealth of Pennsylvania, according to a plan prepared by Momenee and Associates, Inc., Consulting Engineers and Land Surveyors titled "Lot Consolidation Plan-733 Harrison Road" Sheet 1 of 1, Plan Volume 35-262, (erroneously missed in prior deed) dated December 19, 2011, last revised January 23, 2012 as follows, to wit:

BEGINNING at a point in the middle of Harrison Road (50 feet wide), said point being a common corner with lands N/F of Donald A. Harris and Patricia Harris (Harris Revocable Trust) and located at the distance of 397.86 feet measured Southwesterly along the middle of Harrison Road from its intersection with the middle of Parkes Run Lane (50 feet wide); thence from said beginning point, leaving Harrison Road along aforesaid lands of Harris, North 86 degrees 53 minutes 30 seconds East the distance of 330.91 feet to a corner point; thence along lands N/F of Christ Church Ithan, South 16 degrees 52 minutes 36 seconds East the distance of 253.61 feet to a corner point; thence along lands N/F of James L. & Amy H. Goldman and lands N/F of Gregg R. & Shannon F. Frigerio, South 66 degrees 36 minutes 33 seconds West the distance of 339.20 feet to a corner point; thence along Lands N/F of Theodore H. & Elizabeth Mitchell Wentz, North 38 degrees 51 minutes 37 seconds West the distance of 266.27 feet to a point in the middle of Harrison Road; thence along the middle of Harrison Road the following two courses and distances, 1) along the arc of a circle curving to the left, having the radius of 717.68 feet, and a central angle of 01 degree 27 minutes 59 seconds, and arc distance of 18.37 feet to a point of compound curvature; thence continuing along the arc of a circle, curving to the left, having the radius of 172.15 feet and a central angle of 52 degrees 39 minutes 34 seconds, an arc distance of 158.22 feet to the first mentioned point and place of beginning.

The Grantees hereby acknowledge that this is a deed of consolidation intended to merge the heretofore acquired parcels and that future independent use of the parcels would require Subdivision approval.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground situate in the Radnor Township County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a certain Survey and Plan thereof made by Alva L. Rogers R. L. S., Ardmore, Pennsylvania, on August 20, A.D. 1924 and revised November 2, A.D. 1925 as follows, to wit:

BEGINNING at a point in the middle line of Harrison Road (50 feet wide) at the distance of 575.39 feet measured Southwardly and Westwardly along the said middle line of Harrison Road from the intersection with the middle line of Parks Run Lane (50 feet wide), which point of intersection is at the distance of 379.30 feet measured South 35 degrees 34 minutes West along the middle line of Parks Run Lane from its intersection with the middle line of Conestoga Road; thence extending from the beginning point South 38 degrees 54 minutes 30 seconds East 265.73 feet to a point in line of land now or late of R. L. Montgomery; thence extending South 66 degrees 31 minutes 48 seconds West (erroneously described in prior Deed as South 66 degrees 13 minutes 48 seconds West) along said land now or late of said R. L. Montgomery 206.90 feet to a point, a corner of Lot No. 13; thence extending North 26 degrees 47 minutes West along line of Lot No. 13, 231.83 feet to a point in the said middle line of Harrison Road; and thence extending Northeastwardly along the said middle line of Harrison Road on the arc of a circle curving to the left with a radius of 717.68 feet the arc distance of 151.1 feet (the chord of said arc bears North 57 degrees 9 minutes 15 seconds East 151.50 feet to the first mentioned point and place of beginning.

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Tax ID / Parcel No. 36-04-02222-00 (premises A) and 36-04-02224-00 (premises B)

As to Premises A: (733 Harrison Road)

Being the same premises which Theodore H. Wentz and Elizabeth Mitchell Wentz by Deed dated 2/29/2012 and recorded 3/6/2012 in Delaware County in Volume 5078 Page 141 conveyed unto Theodore H. Wentz Jr. and Elizabeth M. Wentz, husband and wife, in fee.

As to Premises B: (741 Harrison)

Being the same premises which Marsha A. Connolly and Jeanine A. Segal, Executrices of the Estate of Olga J. Connolly, deceased by Deed dated 4/11/2008 and recorded 4/15/2008 in Delaware County in Volume 4341 Page 2200 conveyed unto Theodore H. Wentz, Jr. and Elizabeth M. Wentz, husband and wife, in fee.

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County Home Public Access Home Property Search Home Contact Us

- Site Information
- Residential
- Commercial
- Delinquent Tax
- Sketch
- Map

PARID: 3604022200
 WENTZ THEODORE H &
Parcel

TaxMap ID:
 733 HARRISON RD

1 of 1
 Return to Search Results

Site Location: 733 HARRISON RD
 Legal Description: 2 STY HSE 2C GAR POOL H/P
 173,160 SQ FT
 Map Number: 36-22 -092:000
 Municipality: 36 RADNOR TOWNSHIP
 School District: S08 - RADNOR SCHOOL DISTRICT
 Property Type: 01 - Taxable Residential
 Homestead Status - Next School Bill Cycle: No
 Homestead Status - Current School Bill Cycle: No
 Homestead %
 Homestead Approved Year
 Additional Info: B - NEW CONSTRUCTION
 Veteran's Exemption: No

- Actions
- Printable Summary
 - Printable Version



Current Owner

Name: WENTZ THEODORE H &
 Name: WENTZ ELIZABETH MITCHELL
 Address: 733 HARRISON RD
 City: VILLANOVA
 State: PA
 Zip Code: 19065-

Owner History

Owner	Book	Page	Sale Date	Sale Price
WENTZ THEODORE H &	5078	0141	03-06-2012	1
WENTZ THEODORE H & ELIZABETH MITCHELL	3358	0984	12-06-2004	4632215
MATLOCK HOLDING CORP	2809	0116	06-13-2003	3500000
RITTENHOUSE SALLY L	495	2176	08-07-1987	665285
ELKINS WM & HELEN	0000	0000	11-01-1971	0

Original Current Year Assessment

Type of Assessment	Assessment Value	Assessment Date	Reason for Change	Comment
01-Taxable Residential	\$3,421,770		B-NEW CONSTRUCTION	

Prior Year Final Assessment(s)

Year	Assessment
2018	\$3,421,770
2017	\$3,421,770
2016	\$2,915,400
2015	\$3,522,620
2014	\$3,522,620

County Tax Receivable

Tax Year	Billing Year	Billing Period	Billing Date	Face Amount Due	Discount Posted	Penalty Posted	Fees Posted	Payment Posted	Balance	Pay Date	Type
2019	2019	Original	02/01/2019	18,686.29	-373.73			-18,312.56	0.00	02/04/2019	Discount
2018	2018	Original	02/01/2018	19,161.91	-383.24			-18,778.67	0.00	02/05/2018	Discount
2017	2017	Original	02/01/2017	16,326.24	-326.53			-15,999.71	0.00	02/28/2017	Discount
2017	2017	Interim	12/05/2017	708.91		70.89		-779.80	0.00	01/08/2018	Penalty
2016	2016	Original	02/01/2016	16,326.24	-326.53			-15,999.71	0.00	02/22/2016	Discount
2015	2015	Original	02/01/2015	19,726.67	-394.54			-19,332.13	0.00	02/18/2015	Discount

Delinquent Tax

No Outstanding Delinquent Amounts Found On File

EXCLUDES: Trash, Sewer, and other Local Fees

Tax Sale Information

Status: No Sale Scheduled

Delaware County Courthouse &
Government Center
201 West Front Street
Medro, PA 19063

Contact Us
Email: webmaster@co.delaware.pa.us
Hours: Monday-Friday 8:30am-4:15pm

Location [Google Map](#)

[Search Disclaimer](#)
[Privacy Policy](#)

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Prepared by and Return to: **A**
John D. Maida, Esquire
Plymouth Greene Office
1000 Germantown Pike B8
Plymouth Meeting, PA 19462
File No. WENTZ
UPI #

RD BK05078-0141
2012014230 03/08/2012 11:25:51 AM:1
RCD FEE: \$84.50

DT-DEED



DELAWARE
COUNTY

This Indenture, made the 29th day of February, 2012,

Between

THEODORE H. WENTZ AND ELIZABETH MITCHELL WENTZ, H/W

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

THEODORE H. WENTZ AND ELIZABETH MITCHELL WENTZ, H/W

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

Witnesseth, that the said Grantor for and in consideration of the sum of **One Dollars 00/100** (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety

Premises
A

All that certain lot or piece of ground situate in, Radnor Township, **County of Delaware**, Commonwealth of Pennsylvania, according to a plan prepared by Momenee and Associates, Inc., Consulting Engineers and Land Surveyors titled "Lot Consolidation Plan-733 Harrison Road" Sheet 1 of 10 dated December 19, 2011, last revised January 23, 2012 as follows, to wit: *Plan Vol 35-262*

BEGINNING at a point in the middle of Harrison Road (50' wide), said point being a common corner with lands N/F of Donald A. Harris and Patricia Harris (Harris Revocable Trust) and located at the distance of 397.86 feet measured southwesterly along the middle of Harrison Road from its intersection with the middle of Parkes Run Lane (50 feet wide), THENCE from said beginning point, leaving Harrison Road along aforesaid lands of Harris, North 86 degrees 53 minutes 30 seconds East the distance of 330.91 feet to a corner point, thence along lands N/F of Christ Church Ithan, South 16 degrees 52 minutes 36 seconds East the distance of 253.61 feet to a corner point, thence along lands N/F of James L. & Amy H. Goldman and lands N/F of Gregg R. & Shannon F. Frigerio, South 66 degrees 36 minutes 33 seconds West the distance of 339.20 feet to a corner point, thence along Lands N/F of Theodore H. & Elizabeth Mitchell Wentz, North 38 degrees 51 minutes 37 seconds West the distance of 266.27 feet to a point in the

middle of Harrison Road, thence along the middle of Harrison Road the following two courses and distances , 1) along the arc of a circle curving to the left, having the radius of 717.68 feet, and a central angle of 01 degrees 27 minutes 59 seconds, and arc distance of 18.37 feet to a point of compound curvature, thence continuing along the arc of a circle, curving to the left, having the radius of 172.15 feet and a central angle of 52 degrees 39 minutes 34 seconds, an arc distance of 158.22 feet to the first mentioned point and place of beginning.

Parcel No. _____

BEING the culmination of the following two premises heretofore granted to the Grantors following a consolidation thereof as follows:

1) that which MATLACK HOLDING COMPANY, LP A PA LIMITED PARTNERSHIP, by Deed dated November 19, 2004, and recorded December 6, 2004, in Volume 3358, Page 984, granted and conveyed unto THEODORE H. WENTZ & ELIZABETH MITCHELL WENTZ, in fee; and

2) that which MATLACK HOLDING COMPANY, LP A PA LIMITED PARTNERSHIP, by Deed dated November 19, 2004, and recorded December 6, 2004, in Volume 3358, Page 821, granted and conveyed unto THEODORE H. WENTZ & ELIZABETH MITCHELL WENTZ, in fee.

↓
See
Vol
4341-2200
for premises
B

Restriction

The Grantees hereby acknowledge that this is a deed of consolidation intended to merge the heretofore acquired parcels and that future independent use of the parcels would require subdivision approval.

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

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

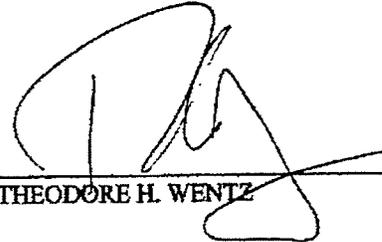
And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

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

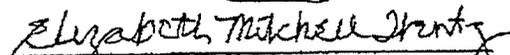
Sealed and Delivered

IN THE PRESENCE OF US:

John P. Hines

 {SEAL}
THEODORE H. WENTZ

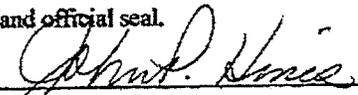
John P. Hines

 {SEAL}
ELIZABETH MITCHELL WENTZ

State of Florida } ss
County of Martin

On this, the 29 day of February, 2012, before me, the undersigned Notary Public, personally appeared, THEODORE H. WENTZ & ELIZABETH MITCHELL WENTZ, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public
My commission expires April 9, 2016

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

733 HARRISON ROAD
RADNOR, PA VILLANOVA, PA 19085
Premises *EMW THW*

On behalf of the Grantees



RD BK05078-0141
2012014230 03/06/2012 11:25:51 AM:1
RCD FEE: \$84.50

DT-DEED



36-RADNOR 50.00

THOMAS J. JUDGE SR. ROD

DELAWARE
COUNTY

Deed

UPI # 36-04-02227-00

THEODORE H. WENTZ AND
ELIZABETH MITCHELL WENTZ

TO

THEODORE H. WENTZ and ELIZABETH
MITCHELL WENTZ

John D. Maida, Esquire
Plymouth Greene Office
1000 Germantown Pike B8
Plymouth Meeting, PA 19462

48

①

Corporation Deed

This Deed,

made on November 19, 2004, between,

Matlack Holding Company, L.P., a Pennsylvania Limited Partnership,
a corporation organized and existing under and by virtue of the laws of Pennsylvania
hereinafter called the Grantor, of the one part, and
Theodore H. Wentz and Elizabeth Mitchell Wentz, husband and wife,
hereinafter called the Grantees, of the other part.

Witnesseth, that in consideration of **Four Million Six Hundred Thirty Two Thousand Two Hundred Fifteen dollars & no cents, (\$4,632,215.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantees, their heirs and assigns, as tenants by entirety.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described according to a Lot Line Change Plan, Lots 2 & 3 - Rittenhouse Arbor, made by Momenec and Associates, Inc., Civil Engineers and Land Surveyors, Bryn, Mawr, Pa., dated August 7, 2003, recorded December 10, 2003 in Plan Volume 25 page 257, as follows, to wit:

BEGINNING at a point of curve on the title line in bed of Harrison Road (50 feet wide), on a corner of Lot no. 3 on said plan; thence extending from said beginning point along the title line if the bed of Harrison Road, aforesaid, on the arc of a circle curving to the left having a radius of 172.15 feet the arc distance of 60.32 feet to a point, a corner of Lot 1 on said Plan; thence extending North 86 degrees, 53 minutes, 30 seconds East, 330.91 feet to a point in line of lands now or late of Christ Church ITHA; thence extending along same, South 16 degrees, 52 minutes, 36 seconds East, 253.61 feet to a concrete monument a corner of lands now or late of Matlack Holding Company, L.P., (Lot 3 Villeneuve); thence extending along same South 66 degrees, 36 minutes, 33 seconds West 104.03 feet to an iron pin a corner of Lot no. 3 on said plan; thence extending along same, the 2 following courses and distances; (1) North 55 degrees, 26 minutes, 47 seconds West 348.61 feet to an iron pin, a point of curve; and (2) North 73 degrees, 1 minute, 58 seconds West, 30 feet to a point of curve on the title line in the bed of Harrison Road, aforesaid, the first mentioned point and place of beginning.

BEING Lot No. 2 on said Plan (said Plan being a Lot Line Change Plan from Plan recorded in Plan Volume 25 page 73).

ALSO Being 733 Harrison Road.

BEING part of the same premises which Sally L. Rittenhouse, by Indenture bearing date the 6th day of June A.D. 2003 and recorded in the Office of the Recorder of Deeds in and for the County of Delaware, aforesaid, in Record Book 2809 page 116 &c., granted and conveyed unto Matlack Holding Company, LP, a Pennsylvania Limited Partnership (erroneously shown in Deed as a Pennsylvania Corporation), and/or its Nominees, in fee.

UNDER AND SUBJECT to certain restrictions as now appear of record.

BEING Folio #36-04-02222-00.

RD BK03358-0984
2004-11-19 4:46 PM
DELAWARE COUNTY
THOMAS J. JUDGE SR REC

2004111946 Page: 984.00

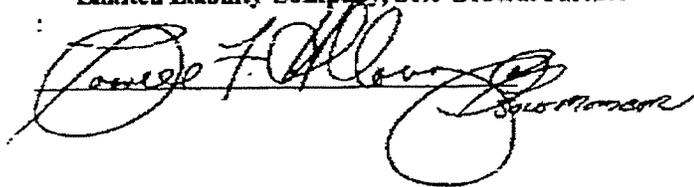
And the said Grantor does hereby covenant to and with the said Grantees that he, the said Grantor, its successors and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under it, them or any of them.

In witness whereof, the said Grantor has caused these presents to be duly executed, the day and year first above written.

Sealed and delivered in the presence of:

Matlack Holding Company, L.P.
by C.F. Holloway, III-Matlack, LLC, a Pennsylvania
Limited Liability Company, Sole General Partner

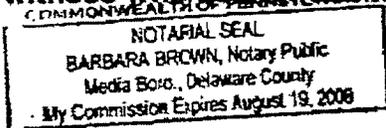
Attest:



State of Pennsylvania
County of Delaware

On November 19, 2004, before me, the undersigned officer, personally appeared, Caswell F. Holloway, III who acknowledged himself to be the sole Member of C.F. Holloway, III-Matlack, LLC, the sole General Partner of the said Grantor Partnership and that he, as Sole Member being authorized to do so, executed the foregoing instrument, for the purposes therein contained, by signing the name of the Partnership.

In witness whereof, I hereunto set my hand and official seal.




Notary Public

DEED

File No. SPR113-483 Folio/Parcel No.: Folio# 36-04-02222-00

Grantor: Matlack Holding Company, L.P., a Pennsylvania Limited Partnership,

Grantee: Theodore H. Wentz and Elizabeth Mitchell Wentz, husband and wife

I certify the address of the Grantee to be, and mail tax bill to: 733 Harrison Road, Villanova, PA 19085

Premises: 733 Harrison Road, (Lot 2), Radnor Township, Delaware County, Pennsylvania

Return document to: T.A. Title Insurance Company, 130 South State Road, Suite 285, Springfield, Pennsylvania 19064

This Deed,

made on November 19, 2004, between,

Matlack Holding Company, L.P., a Pennsylvania Limited Partnership,

a corporation organized and existing under and by virtue of the laws of
hereinafter called the Grantor, of the one part, and

Theodore H. Wentz and Elizabeth Mitchell Wentz, husband and wife,

hereinafter called the Grantees, of the other part.

Witnesseth, that in consideration of **One Million Three Hundred Forty Eight Thousand Three Hundred Seventy Two dollars & no cents, (\$1,348,372.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantees, their heirs and assigns, as tenants by entirety.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described according to a Lot Line Change Plan, Lots 2 & 3 - Rittenhouse Arbor, made by Momenec and Associates, Inc., Civil Engineers and Land Surveyors, Bryn Mawr, Pa., dated August 7, 2003, recorded December 10, 2003 in Plan Volume 25 page 257, as follows, to wit:

BEGINNING at a point of curve on the title line in the bed of Harrison Road, (50 feet wide), a corner of Lot no. 2 on said plan; thence extending from said beginning point, along line of Lot no. 2, aforesaid, the 2 following courses and distances, (1) South 73 degrees 1 minute 58 seconds East 30 feet to a point; and (2) South 55 degrees 26 minutes 47 seconds East 348.61 feet to a point in line of lands now or late of Matlack Holding Company, L.P., (Lot 3 Villeneuve) on said plan; thence extending along same and also along line of other lands now or late of Matlack Holding Company, L.P., (Lot 4 Villeneuve) on said plan; South 64 degrees 36 minutes 33 seconds West 235.17 feet to a point, a corner of lands now or late of Marc A. and Olga J. Connolly on said plan; thence extending along same, North 38 degrees 51 minutes 37 seconds West 266.27 feet to a point of curve on the title line in the bed of Harrison Road, aforesaid; thence extending along same, the 2 following courses and distances, (1) on the arc of a circle curving to the left, having a radius of 717.68 feet, the arc distance of 18.37 feet to a point of compound curve, and (2) on the arc of a circle curving to the left, having a radius of 172.15 feet, the arc distance of 97.90 feet to a point a corner of Lot no. 2, aforesaid, the first above mentioned point and place of beginning.

BEING Lot No. 3 on said Plan (said Plan being a Lot Line Change Plan from Plan recorded in Plan Volume 25 page 73).

ALSO BEING 737 Harrison Road.

BEING part of the same premises which Sally L. Rittenhouse, by Indenture bearing date the 6th day of June A.D. 2003 and recorded in the Office of the Recorder of Deeds in and for the County of Delaware, aforesaid, in Record Book 2809 page 116 & c., granted and conveyed unto Matlack Holding Company, L.P., a Pennsylvania Limited Partnership (erroneously shown in Deed as a Pennsylvania Corporation), and/or its Nominees, in fee.

UNDER AND SUBJECT to certain restrictions as now appear of record.

BEING Folio #36-04-02222-02.

RD BK03658 0821

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RECORDED BY 33 PDI (PDI TAX 10/20/04) BY 57455/02



DELAWARE COUNTY

36-04-02222-02

PARSONS J. JUDGE BY REC'D

And the said Grantor does hereby covenant to and with the said Grantees that he, the said Grantor, its successors and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under it, them or any of them.

In witness whereof, the said Grantor has caused these presents to be duly executed, the day and year first above written.

Sealed and delivered in the presence of:

Matlack Holding Company, L.P.
by C.F. Holloway, III-Matlack, LLC, a Pennsylvania
Limited Liability Company, Sole General Partner

Attest:

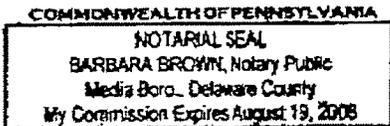
By:

Caswell F. Holloway, III
SOLE MEMBER

State of Pennsylvania
County of Delaware

On November 19, 2004, before me, the undersigned officer, personally appeared, Caswell F. Holloway, III who acknowledged himself to be the sole Member of C.F. Holloway, III-Matlack, LLC, the sole General Partner of the said Grantor Partnership and that he, as Sole Member being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the Partnership.

In witness whereof, I hereunto set my hand and official seal.



Barbara Brown
Notary Public

DEED

File No. SPR113-484 Folio/Parcel No.: Folio# 36-04-02222-02
Grantor: Matlack Holding Company, L.P., a Pennsylvania Limited Partnership
Grantee: Theodore H. Wentz and Elizabeth Mitchell Wentz, husband and wife
I certify the address of the Grantee to be, and mail tax bill to: 733 Harrison Road, (Lot 3), Villanova, Pennsylvania 19085
Premises: 7 Harrison Road, (Lot 3), Radnor Township, Delaware County, Pennsylvania
Return document to: T.A. Title Insurance Company, 130 South State Road, Suite 205, Springfield, Pennsylvania 19064

**STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 9 day of November 2015, by and between Thomas & Elizabeth Wentz, (hereinafter "Landowner"), and RADNOR TOWNSHIP, Delaware County, Pennsylvania.

Address 733 Harrison Road, Villanova, PA 19085 _____

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed the land records of Delaware County, Pennsylvania, Deed Book _____ at Page _____, (hereinafter "Property") AKA Subdivision, Land Development, Grading Permit # 15-165A__.

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Stormwater Controls and BMP Operations and Maintenance Plan approved by the Municipality (hereinafter referred to as the "Plan") for the property identified herein, which is FOLIO # 36040222200 and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs); and

WHEREAS, the Municipality, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of Radnor Township and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on title Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply: BMP - "Best Management Practice;" activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.

- Infiltration Trench - A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Seepage Pit - An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Rain Garden - A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of

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RCD FEE: \$98.50



DELAWARE
COUNTY

Document 2015066162 Page: 2100.00

stormwater into the soil and/or underground aquifer, and

WHEREAS, the Municipality requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns, and

NOW, THEREFORE, in consideration of the foregoing acknowledgements, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified on the Plan.
2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order and in a manner acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems such inspection to be necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMP(s) as shown on the Plan in good working order and in a manner acceptable to the Municipality, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to repair and/or maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its heirs, executors, administrators, assigns, and other successors in

interests do hereby release Municipality's employees, staff, elected and appointed officials and designated representatives from any and all past, present and future actions, causes of action, demands, claims, damages, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suites for contribution and/or indemnity and all consequential damage on account of or in any way growing out of any and all known and unknown personal injuries and all property damage, including without limitation, any and all claims arising out of construction, presence, existence or maintenance of the BMP(s) by the Landowner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives, staff, elected or appointed officials or employees, the Landowner will immediately indemnify and hold harmless the said Municipality, its designated representatives, employees, staff, elected and/or appointed officials named from any loss, cost and expense and, any and all claims against them or any of them, for contribution and indemnity by any other person, firm or corporation which arises from, or is related to construction, presence, existence or maintenance of the BMP(s) by the Landowner or Municipality. In the event that any judgment or claim against the Municipality, its designated representatives, employees, staff elected or appointed officials will be allowed by any court of competent jurisdiction, then the Landowner shall pay all costs and expenses relating to said judgment or claim in order that the same be immediately fully satisfied.

8. The Municipality shall make every effort to inspect the BMP(s) at a minimum of once every three years to insure their continued functioning. However, in the event that the Municipality fails, for whatever reason, to perform said inspections the failure to provide such inspection shall in no way be used against the Municipality; the responsibility for the maintenance and operation and repair BMP(s) shall always be the sole responsibility of Landowner hence, it is Landowner's responsibility to properly inspect the BMP at regular intervals to insure its continued and proper functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Delaware County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his heirs, administrators, executors, and assigns, and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

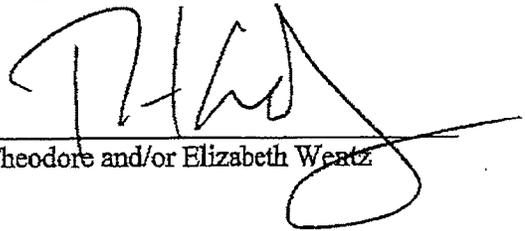
For the Municipality:



Robert Zienkowski
Township Manager/Secretary

(SEAL)

For the Landowner:



Theodore and/or Elizabeth Wentz

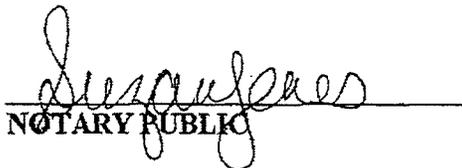
ATTEST:

Radnor (City, Township)

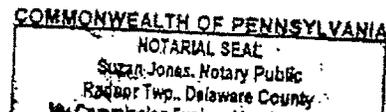
County of DELAWARE, Pennsylvania

I, the undersigned officer, a Notary Public in and for the County and State aforesaid, whose commission expires on the 23 day of March, 2019, hereby acknowledge, personally appeared Theodore Wentz, who being duly sworn according to law, deposes and says that he/she is the owner or equitable owner of the property herein described.

GIVEN UNDER MY HAND THIS 9th day of November, 2015.


NOTARY PUBLIC

(SEAL)



2

Record and Return to:

Mr. & Mrs. Theodore H. Wentz, Jr.
733 Harrison Road
Villanova, PA 19085

T. A. TITLE INSURANCE COMPANY
130 South State Road
Suite 205
Springfield, PA 19064

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated as of the 19th day of November, 2004, is made by Mitchell & Wentz, L.P ("Grantor"), a Pennsylvania limited partnership, and Theodore H. Wentz, Jr. and Elizabeth M. Wentz (collectively, "Grantee").

BACKGROUND

A. Grantor is the owner in fee simple of a certain tract of land in Radnor Township, Delaware County, Pennsylvania, identified as Lot No. 3 on a Plan of Subdivision, entitled Final Subdivision Plan for Matlack Holding Company, made by Momenee & Associates, dated April 14, 2003, last revised July 24, 2003, and recorded August 14, 2003 in Deed Book 25, Pg. 0073 in the Office for the Recording of Deeds in and for Delaware County, and that certain Lot Line Change Plan for Lots 2 and 3 Rittenhouse Arbor for Matlack Holding Company, made by Momenee & Associates, dated August 7, 2003, last revised October 31, 2003 and recorded December 10, 2003 in Deed Book 25, Pg. 257 in the Office for the recording of Deeds in and for Delaware County (both plans collectively, the "Land Plan"), and as more particularly described in Exhibit "A" attached to and incorporated in this Easement Agreement (the "Burdened Property").

B. Grantee is the owner in fee simple of a certain tract of land in Radnor Township, Delaware County, Pennsylvania, identified as Lot No. 2 on the Land Plan and as more particularly described in Exhibit "B" attached to and incorporated in this Easement Agreement (the "Benefited Property").

C. A driveway serving the Benefited Property has been constructed on a portion of the Burdened Property, and Grantee desires to obtain, and Grantor is willing to grant, an easement over, under, through and across that portion of the Burdened Property on which the driveway is located as shown and described in Exhibit "C" attached to and incorporated in this Easement Agreement (the "Easement Area") for ingress, egress and utilities, all as more particularly provided for in this Easement Agreement.

NOW, THEREFORE, Grantor, for itself and for its successors in title to the Burdened Property and assigns, hereby declares that the Burdened Property shall be held, sold, conveyed, transferred, mortgaged, used, leased, and occupied subject to the following covenants and easements, all of which shall be construed to and shall run with the Burdened Property and every part thereof and shall be binding upon, and inure to the benefit of, every person or entity having any right, title or interest in or to the Burdened Property or any part thereof, as well as their respective heirs, successors and assigns, according to the terms of this Easement Agreement, as

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2004111947

ON DEED REC'D - RECORDS

11/19/04 12:01:45 PM



DELAWARE COUNTY

TO RECORD \$10.00

THOMAS J. JOHNSON, REG.

2004111947 PPS&L 586.00

Handwritten signature/initials

follows:

1. Easement Area Purpose. The Easement Area is hereby subjected to a perpetual, non-exclusive easement in favor of the Benefited Property for vehicular and pedestrian ingress and egress, and the installation and maintenance of utilities, to, from and for the Benefited Property.

2. Construction. Grantee and its contractors and subcontractors of any tier shall have the right to enter the Easement Area and such areas adjacent thereto as are reasonably necessary, from time to time, to perform any and all work required to construct, install, maintain, repair and replace the driveway and any utilities located therein. Grantee covenants that it will not record, nor permit any of its contractors or subcontractors of any tier to record, any mechanics' or other lien against the Easement Area or the Burdened Property in connection with any such construction work. Notwithstanding the foregoing, if any such mechanics' or other lien or claim shall be filed, purporting to be for labor or material furnished or to be furnished at the request of Grantee, then Grantee shall, at its sole cost and expense, cause the same to be discharged by payment, bond or otherwise within ten (10) days after the filing thereof, and upon failing to do so, Grantor may cause the discharge thereof without investigation as to the validity thereof or as to any counterclaims, offsets or defenses thereto. Grantee shall be responsible for discharging any such lien and shall defend, indemnify and hold harmless Grantor from and against any and all claims, costs, damages, liabilities and expenses (including reasonable attorney's fees) which may be brought or imposed against or incurred by reason of any such lien or claim or the discharge thereof. Prior to commencement of any work within the Easement Area, Grantee (for itself and any contractors or subcontractors of any tier engaging in such construction work) shall deliver to Grantor a certificate of insurance, in form and substance and for coverages and amounts reasonably satisfactory to Grantor, naming Grantor and its mortgagees, if any, as an additional insured, as their interests may appear. Such insurance may be provided through contractors or subcontractors performing the work. In addition, Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, costs, damages, liabilities and expenses (including reasonable attorney's fees) which may be brought or imposed against or incurred by Grantor arising out of or in connection with any such work within the Easement Area. Upon completion of such work, Grantee shall restore, or cause to be restored, any disturbed area of the Burdened Property as nearly as is practical to its condition prior to disturbance.

3. Maintenance. After construction or restoration of the Easement Area as provided in Sections 1 and 2 above, Grantee (a) shall have full responsibility for the on-going maintenance of the Easement Area, and (b) shall not alter or modify, or permit any other party to alter or modify, the grading of the Easement Area without written consent of Grantor, which consent shall not be unreasonably withheld.

4. Miscellaneous.

(a) Headings. Headings preceding the paragraphs of this Easement Agreement are intended for convenience of reference only and shall not be applied in the interpretation of the subject matter of this Easement Agreement.

(b) Governing Law. This Easement Agreement shall be interpreted and construed in

Exhibit A

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances. Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described according to a Lot Line Change Plan, Lots 2 & 3 - Rittenhouse Arbor, made by Momenee and Associates, Inc., Civil Engineers and Land Surveyors, Bryn Mawr, Pa., dated August 7, 2003, recorded December 10, 2003 in Plan Volume 25 page 257, as follows, to wit:

BEGINNING at a point of curve on the title line in the bed of Harrison Road, (50 feet wide), a corner of Lot no. 2 on said plan; thence extending from said beginning point, along line of Lot no. 2, aforesaid, the 2 following courses and distances, (1) South 73 degrees 1 minute 58 seconds East 30 feet to a point; and (2) South 55 degrees 26 minutes 47 seconds East 348.61 feet to a point in line of lands now or late of Matlack Holding Company, L.P., (Lot 3 Villeneuve) on said plan; thence extending along same and also along line of other lands now or late of Matlack Holding Company, L.P., (Lot 4 Villeneuve) on said plan; South 66 degrees 36 minutes 33 seconds West 235.17 feet to a point, a corner of lands now or late of Marc A. and Olga J. Connolly on said plan; thence extending along same, North 38 degrees 51 minutes 37 seconds West 266.27 feet to a point of curve on the title line in the bed of Harrison Road, aforesaid; thence extending along same, the 2 following courses and distances, (1) on the arc of a circle curving to the left, having a radius of 717.68 feet, the arc distance of 18.37 feet to a point of compound curve, and (2) on the arc of a circle curving to the left, having a radius of 172.15 feet, the arc distance of 97.90 feet to a point a corner of Lot no. 2, aforesaid, the first above mentioned point and place of beginning.

BEING Lot No. 3 on said Plan (said Plan being a Lot Line Change Plan from Plan recorded in Plan Volume 25 page 73). ALSO BEING 7__ Harrison Road.

BEING part of the same premises which Sally L. Rittenhouse, by indenture bearing date the 6th day of June A.D. 2003 and recorded in the Office of the Recorder of Deeds in and for the County of Delaware, aforesaid, in Record Book 2809 page 116 &c., granted and conveyed unto Matlack Holding Company, LP, a Pennsylvania Limited Partnership (erroneously shown in Deed as a Pennsylvania Corporation), and/or its Nominees, in fee.

UNDER AND SUBJECT to certain restrictions as now appear of record.

BEING Folio #36-04-02222-02.

Exhibit B

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances. Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described according to a Lot Line Change Plan, Lots 2 & 3 - Rittenhouse Arbor, made by Momence and Associates, Inc., Civil Engineers and Land Surveyors, Bryn, Mawr, Pa., dated August 7, 2003, recorded December 10, 2003 in Plan Volume 25 page 257, as follows, to wit:

BEGINNING at a point of curve on the title line in bed of Harrison Road (50 feet wide), on a corner of Lot no. 3 on said plan; thence extending from said beginning point along the title line if the bed of Harrison Road, aforesaid, on the arc of a circle curving to the left having a radius of 172.15 feet the arc distance of 60.32 feet to a point, a corner of Lot 1 on said Plan; thence extending North 86 degrees, 53 minutes, 30 seconds East, 330.91 feet to a point in line of lands now or late of Christ Church ITHA; thence extending along same, South 16 degrees, 52 minutes, 36 seconds East, 253.61 feet to a concrete monument a corner of lands now or late of Matlack Holding Company, L.P., (Lot 3 Villeneuve); thence extending along same South 66 degrees, 36 minutes, 33 seconds West 104.03 feet to an iron pin a corner of Lot no. 3 on said plan; thence extending along same, the 2 following courses and distances; (1) North 55 degrees, 26 minutes, 47 seconds West 348.61 feet to an iron pin, a point of curve; and (2) North 73 degrees, 1 minute, 58 seconds West, 30 feet to a point of curve on the title line in the bed of Harrison Road, aforesaid, the first mentioned point and place of beginning.

BEING Lot No. 2 on said Plan (said Plan being a Lot Line Change Plan from Plan recorded in Plan Volume 25 page 73).

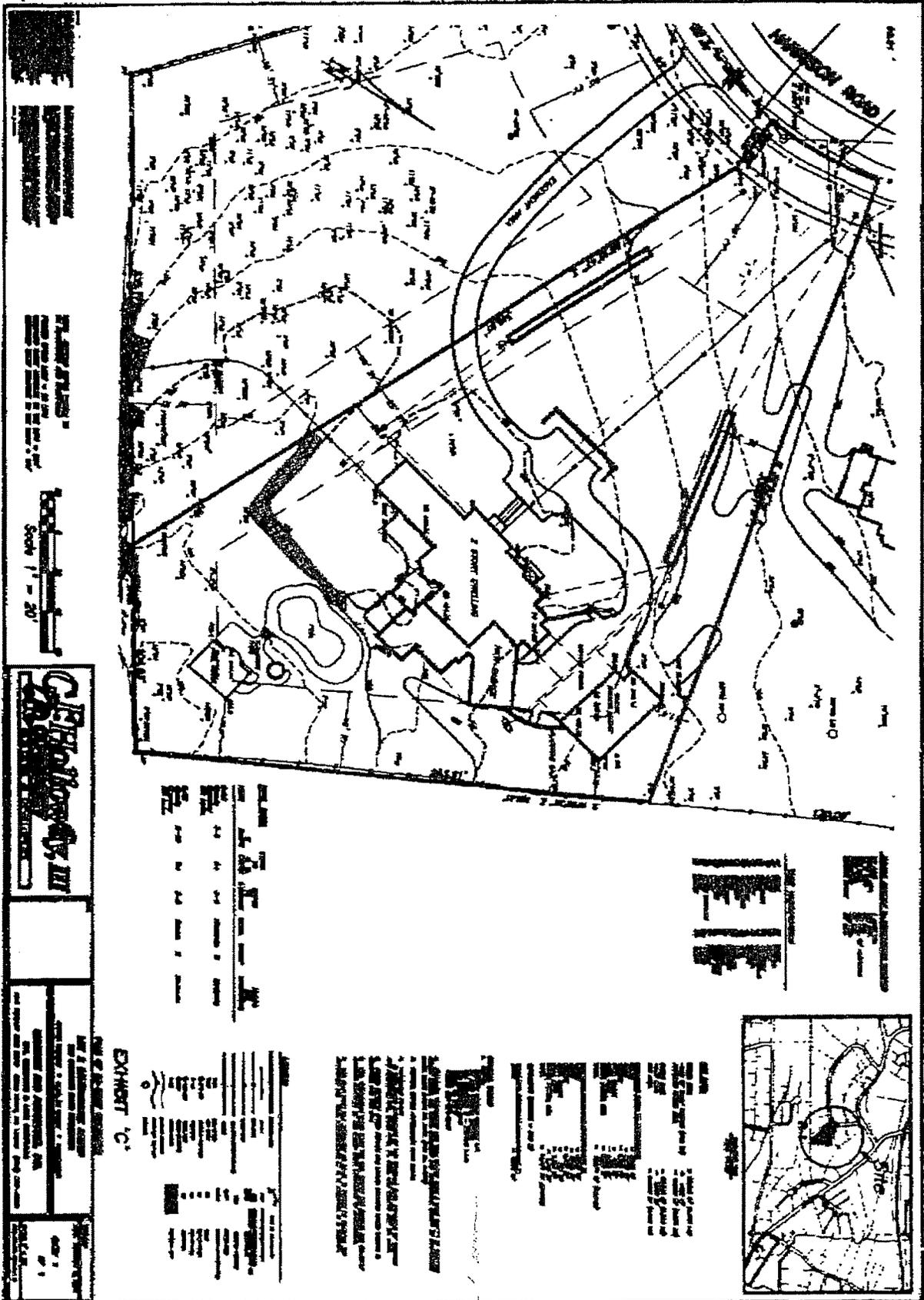
ALSO Being 733 Harrison Road.

BEING part of the same premises which Sally L. Rittenhouse, by Indenture bearing date the 6th day of June A.D. 2003 and recorded in the Office of the Recorder of Deeds in and for the County of Delaware, aforesaid, in Record Book 2809 page 116 &c., granted and conveyed unto Matlack Holding Company, LP, a Pennsylvania Limited Partnership (erroneously shown in Deed as a Pennsylvania Corporation), and/or its Nominees, in fee.

UNDER AND SUBJECT to certain restrictions as now appear of record.

BEING Folio #36-04-02222-00.

2004111947 Page. 989.00



C. J. HUNSON & SONS, III
 1000 N. MARKET ST.
 PHILADELPHIA, PA. 19107
 TEL. 215-595-1234

HUNSON ROAD
 THE WOODS
 J. HUNSON
 C. J. HUNSON & SONS, III



C. J. HUNSON & SONS, III
 1000 N. MARKET ST.
 PHILADELPHIA, PA. 19107
 TEL. 215-595-1234

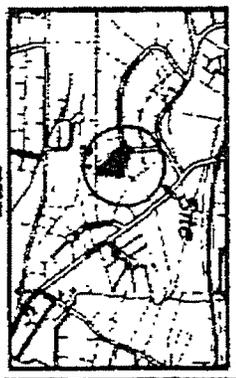
HUNSON ROAD
 THE WOODS
 J. HUNSON
 C. J. HUNSON & SONS, III

EXHIBIT 'C'

Lot No.	Area (Acres)	Owner
1	0.15	J. HUNSON
2	0.20	C. J. HUNSON & SONS, III
3	0.10	J. HUNSON
4	0.15	C. J. HUNSON & SONS, III
5	0.25	J. HUNSON
6	0.30	C. J. HUNSON & SONS, III
7	0.15	J. HUNSON
8	0.20	C. J. HUNSON & SONS, III
9	0.10	J. HUNSON
10	0.15	C. J. HUNSON & SONS, III

THE WOODS
 J. HUNSON
 C. J. HUNSON & SONS, III

Lot No.	Area (Acres)	Owner
11	0.15	J. HUNSON
12	0.20	C. J. HUNSON & SONS, III
13	0.10	J. HUNSON
14	0.15	C. J. HUNSON & SONS, III
15	0.25	J. HUNSON
16	0.30	C. J. HUNSON & SONS, III
17	0.15	J. HUNSON
18	0.20	C. J. HUNSON & SONS, III
19	0.10	J. HUNSON
20	0.15	C. J. HUNSON & SONS, III



accordance with the laws of the Commonwealth of Pennsylvania.

(c) Binding Effect. This Easement Agreement will inure to the benefit of and bind Grantor and Grantee, their respective successors and assigns, and their respective successors in title to the Burdened Property and the Benefited Property. Any purchaser of any portion of the Burdened Property or the Benefited Property, shall be automatically deemed, by acceptance of title thereto, to have taken such title subject to the easements, terms, covenants, restrictions, conditions, and obligations contained in this Easement Agreement.

(d) Counterparts. This Easement Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument.

TO HAVE AND TO HOLD the Easement Area herein described in Exhibit "C", privileges and rights unto Grantee, its successors and assigns, at all times hereafter, as herein provided, as benefiting and appurtenant to the Benefited Property, subject to the obligations as herein provided, and as burdening the Burdened Property.

AND, the Grantor, its successors and assigns, does by these presents, covenant, grant and agree to and with Grantee, its heirs, successors, and assigns, all and singular the easement herein described and granted, to Grantee, its heirs, successor and assigns, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under any of them. SHALL AND WILL, WARRANT AND FOREVER DEFEND.

EXECUTED by Grantor and Grantee as of the date and year first above written.

Grantor: Mitchell & Wentz, LP,
by its general partner, Yellow Dog Properties, Inc.

By: Elizabeth M. Wentz
Elizabeth M. Wentz, President

Grantees:

Theodore H. Wentz, Jr.
Theodore H. Wentz, Jr.

Elizabeth M. Wentz
Elizabeth M. Wentz

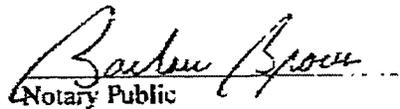
List of Exhibits:

- Exhibit A: Legal Description of the Burdened Property
- Exhibit B: Legal Description of the Benefited Property
- Exhibit C: Legal Description and Plan of the Easement Area

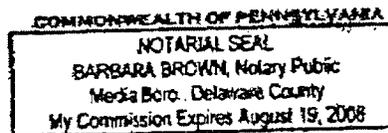
COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF Delaware :

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Elizabeth M. Wentz, whose name is subscribed to the foregoing instrument as President of **Yellow Dog Properties, Inc.**, the General Partner of **Mitchell & Wentz, LP**, personally appeared before me this day, and he acknowledged and swore that she signed, sealed and delivered the said instrument as her free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this day of November, 2004.


Notary Public

My Commission Expires:

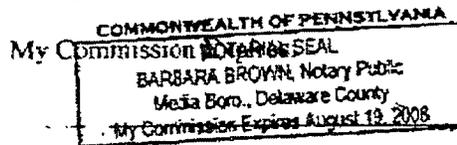


COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Delaware : SS

On this 17 day of November, 2004, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Theodore H. Wentz**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Barbara Brown [SEAL]
Notary Public



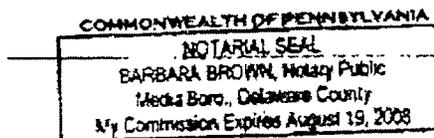
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Delaware : SS

On this 19 day of November, 2004, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Elizabeth M. Wentz**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Barbara Brown [SEAL]
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	3358
Page Number	0986
Date Recorded	12-6-04

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	Barbara Brown, T.A. Title Insurance Company	Telephone Number:	Area Code (610) 566-8100
Street Address	130 South State Road Suite 205, Springfield, Pennsylvania 19064	City	State Zip Code

B. TRANSFER DATA	Date of Acceptance of Document
Grantor(s)/Lessor(s) Matlack Holding Company, L.P., a Pennsylvania Limited Partnership, by C.F. Holloway III-Matlack LLC, a Pennsylvania Limited Liability Company, Sole General Partner	Grantee(s)/Lessee(s) Theodore H. Wentz and Elizabeth Mitchell Wentz, husband and wife
Street Address 119 Gallagher Road City Wayne, PA 19087	Street Address 733 Harrison Road City Villanova, PA 19085
State Zip Code	State Zip Code

C. PROPERTY LOCATION		
Street Address 733 Harrison Road (Lot 2)	County Delaware	School District Radnor
City, Township, Borough Radnor Township	Tax Parcel Number Folio# 36-04-02222-00	

D. VALUATION DATA		
1. Actual Cash Consideration \$4,632,215.00	2. Other Consideration + None	3. Total Consideration = 4,632,215.00
4. County Assessed Value 794560	5. Common Level Ratio Factor X 1.26	6. Fair Market Value =993,225.00

E. EXEMPTION DATA	
1A. Amount of Exemption Claimed 100%	1B. Percentage of Interest Conveyed 100%

2. Check Appropriate Box Below for Exemption Claimed

Will or intestate succession. Name of decedent: Estate File #

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.

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.) Easement Agreement between Mitchell & Wentz, LP and Theodore H. Wentz, Jr. and Elizabeth M. Wentz, - driveway constructed on portion of Lot 3 for ingress, egress and utilities, particularly provided in Easement Agreement benefiting Lot 2.

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 <i>X Barbara Brown</i>	Date 11/19/04
---	------------------

SPR 113-426

3

Temporary Easement Agreement

This Temporary Easement Agreement is granted by Matlack Holding Company L.P. ("Grantor") in favor of Donald A. and Ellen Harris ("Grantee") as of this 20th day of September, 2004.

WHEREAS Grantor has, on the date hereof, transferred, sold and conveyed to Grantee property located in Radnor Township, Delaware County, Pennsylvania, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Benefited Property").

WHEREAS Grantor is the fee simple owner of a parcel of land adjoining the Benefited Property, which adjoining parcel is more particularly described in Exhibit B attached hereto and made a part hereof (the "Burdened Property").

WHEREAS Grantee desires to construct and install an in ground swimming pool and related facilities (collectively, the "Pool") on the Benefited Property, and Grantor is willing to permit access to the Benefited Property through the Burdened Property for purposes of constructing and installing the Pool, but only for a limited period of time.

NOW THEREFORE, for good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. Grant. Grantor hereby grants to Grantee a temporary non-exclusive easement to pass over and through the Burdened Property from the date hereof until May 15, 2005 solely for vehicular access to the rear of the Benefited Property for the purpose of constructing and installing the Pool on the Benefited Property.

2. Terms and Conditions.

(a) The easement and rights granted to Grantee hereunder are temporary and shall expire and automatically terminate on May 15, 2005, without the need for any further documentation whatsoever, and regardless of whether the Pool has been completed. Grantee agrees to commence construction of the Pool no later than March 1, 2005. Time is of the essence with respect to the time periods set forth in this temporary easement. Notwithstanding the foregoing, upon request of Grantor, Grantee shall execute such documentation as will evidence and confirm the expiration and termination of this temporary easement, in recordable form.

(b) Grantee shall coordinate all access through and over the Burdened Property with Grantor at least 24 hours in advance, including, without limitation, the pathway over which vehicles may travel. Grantee acknowledges that the Burdened Property is under construction and Grantee agrees that entry onto and through the Burdened Property is at Grantee's sole risk and Grantee, for itself and all others claiming through Grantee, affirmatively assumes all such risk.



DELAWARE COUNTY

1

RD 2K03314-2139
2004123794
RECORDED

ONE DEEDS BUREAU

EXHIBIT A

ALL THAT CERTAIN lot or parcel of land known as Lot No.1, 729 Harrison Road situate in Radnor Township, Delaware County, Commonwealth of Pennsylvania, described according to a Plan of Rittenhouse Arbor, made by Momenee and Associates, Inc., Civil Engineers and Land Surveyors, Bryn Mawr, PA, dated April 14, 2003, Last revised July 24, 2003 and recorded in Plan Volume 25, page 73, as follows, to wit:

BEGINNING at a point of curve on the title line in the bed of Harrison Road (50 feet wide), on a corner of Lot no. 2 on said plan; thence extending from said beginning point, along the title line in the bed of Harrison Road, aforesaid, the 2 following courses and distances, (1) on the arc of a circle curving to the left, having a radius of 172.15 feet, an arc distance of 88.56 feet to a point of tangent and (2) North 32 degrees 35 minutes 00 seconds West 17.06 feet to a point a corner of lands now or late of Barbara Ann and Elaine M. Rzepski on said plan; thence extending along same and crossing the Northeasterly side of Harrison Road, aforesaid, North 57 degrees 25 minutes 00 seconds East 233.15 feet to a point a corner of lands now or late of Michael I. McCabe on said plan; thence extending along same and also along line of lands of Ithan Christ Church on said plan; the 2 following courses and distances, (1) South 58 degrees 31 minutes 40 seconds East 155.07 feet to a point and (2) South 16 degrees 52 minutes 36 seconds East 130 feet to a point a corner of Lot no. 2, aforesaid; thence extending along same and recrossing the Northeasterly side of Harrison Road, at South 86 degrees 53 minutes 30 seconds West 330.91 feet to the first above mentioned point and place of beginning.

BEING Lot No. 1 on said plan, containing 53,493 square feet or 1.228 acres.

BEING part of the same premises which Sally L. Rittenhouse, by Indenture dated the 6th day of June, 2003 and recorded in the Office of the Recorder of Deeds in and for the County of Delaware, aforesaid, in Record Book 2809, page 116&c., granted and conveyed unto Matlack Holding Company, LP, a Pennsylvania limited partnership, in fee.

BEING Folio No. 36-04-02222-01 (formerly part of Folio No. 36-04-02222-00).

HARRISON RD

EXHIBIT B

Policy Number: A60-0264940/\$2657.26

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in accordance with a map of property of J. O. Lorange, et ux, made by M.R. and J.B. Yerkes, Civil Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated February 1955 and last revised May 28th, 1964, as follows, to wit:

BEGINNING at a point in the title line in the bed of Parkes Run Lane (fifty feet wide) at the distance of two hundred ninety-five and eight one-hundredths feet measured on a course of South thirty-five degrees thirty-four minutes West along said title line from its intersection with the title line in Conestoga Road fifty feet wide a corner of Lot No. 1 on said Plan; thence along Lot No. 1 the three following courses and distances; (1) South fifty-eight degrees thirty-one minutes forty seconds East two hundred sixty and forty one-hundredths feet to a point; (2) North seventy-nine degrees thirty-four minutes seven seconds East ninety-one and forty-six one-hundredths feet to a point; (3) North thirty degrees four minutes fifty-four seconds East seventy-three and ten one-hundredths feet to a corner of Lot No. 3; thence along Lot No. 3 South fifty-nine degrees fifty-five minutes six seconds East one hundred sixty feet to a point in line of land of Trustees of St. Marins Church; thence along said South thirty degrees four minutes fifty-four seconds West one hundred seventy-eight and ten one-hundredths feet to a point; thence by land of G. B. Clothier and land of John W. Lyons, North fifty-eight degrees thirty-one minutes forty seconds West four hundred ninety-three and sixty one-hundredths feet to a point in the title line in the bed of Parkes Run Lane; thence along said title line on the arc of a circle curving to the right with a radius of eight hundred thirty feet, the arc distance of sixteen and seventy one-hundredths feet, the chord of said arc bearing North thirty-six degrees eight minutes twenty seconds East sixteen and fifty-eight one-hundredths feet to a point; thence still along said title line in Parkes Run Lane, North thirty-five degrees thirty-four minutes East twenty-three and fifty-four one-hundredths feet to the first mentioned point and place of beginning.

CONTAINING on acre of land

BEING Lot No. 2 on said plan.

TOGETHER with the right, liberty and privilege of the said Douglas L. Fiske and Roberta C., his wife, their heirs and assigns, to use of the electric poles and utility lines presently extending from the Conestoga Road across Lot #3 on said Plan, for the purpose of providing light, heat and power and telephone service to the buildings erected on the premises hereby conveyed and with the further right and privilege of the grantees their heirs and assigns to enter upon said Lot #3 for the purpose of maintenance and repair of said poles and utility lines. The cost of said maintenance and repairs to be borne equally among the owners of Lots 2, 3 and 4 on said Plan.

RESERVING unto the said Harvey B. Austin and Eleanor W., his wife, their heirs and assigns the use of said utility poles and lines for the purpose of supplying light, heat and power to Lots 3 and 4 on said plan with the right to enter upon the premises herein conveyed to make the necessary connection to said utility lines; subject, however, to the proportionate part of the expense of the maintenance and repair of said presently existing poles and lines.

IT IS FURTHER AGREED by and between the parties hereto, their heirs and assigns, that they will join in and execute any instrument required by The Philadelphia Electric Company to supply said (Lots 2, 3 and 4) with light, heat, power and telephone service. IN THE EVENT The Philadelphia Electric Company does not purchase the said poles and utility lines within one year from the date to this indenture, then the Grantors herein agree to install in a workman like manner at their own expense. electric service entirely within the lot lines of the premises hereby conveyed to the existing dwelling erected thereon.

Being BEING FOJ.10 #36-04-02132-01

<http://phila.titlewave.net/PolicyPreview.asp?DocNum=465728&FolderNum=465728&Inde.> 3/30/2002

(c) Grantee agrees to provide Grantor with evidence of general commercial liability insurance prior to entry onto the Burdened Property, in form, substance and amount reasonably satisfactory to Grantor and naming Grantor as an additional insured.

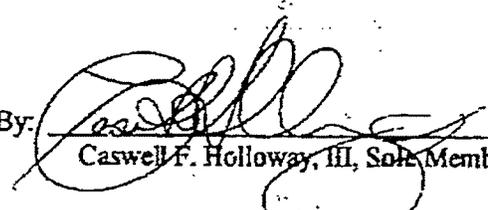
(d) Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all liability, claims, expenses and costs (including, without limitation, reasonable attorney's fees), and any damage caused to the Burdened Property beyond normal wear and tear of construction vehicles, arising out of or in connection with the exercise of any rights granted under this temporary easement agreement or any breach hereof.

(e) Grantee shall not store any equipment or materials on the Burdened Property.

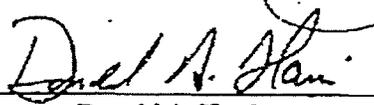
(f) Grantor, at Grantor's expense, will dismantle a portion of the existing fence and remove existing landscaping materials on the Benefited Property as is necessary to permit vehicular access to the Benefited Property, as determined by Grantor in its sole discretion. Grantor will restore any fencing and landscaping material so removed on or before thirty (30) days after the expiration of this Temporary Easement Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Temporary Easement Agreement as of the date first stated above.

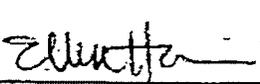
Matlack holding Company L.P., by its general partner, C.F. Holloway, III - Matlack, LLC

By: 

Caswell F. Holloway, III, Sole Member



Donald A. Harris



Ellen Harris

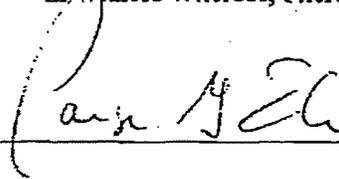
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Delaware :

SS

On this 20th day of September, 2004, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared CASWELL F. HOLLOWAY, III, who acknowledged himself to be the Sole Member of C. F. HOLLOWAY, III-MATLACK, LLC, a Pennsylvania limited liability company, the general partner of MATLACK HOLDING COMPANY, LP, a Pennsylvania limited partnership, and that he as such officer of such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by himself as such officer of the general partner.

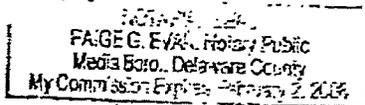
In Witness Whereof, I hereunto set my hand and official seal.



[SEAL]

Notary Public

My Commission Expires:

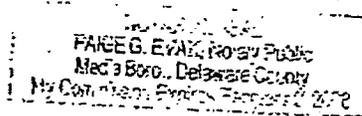


State of Pennsylvania
County of Delaware

On September 20, 2004, before me, the undersigned officer, personally appeared Donald A. Harris and Ellen Harris, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public



DEED BOOK 353 PAGE 260

BUILDING RESTRICTIONS

Dated 9/16/1924

UNDER AND SUBJECT nevertheless, to the aforesaid certain condition and building restrictions.

ALSO UNDER AND SUBJECT to the following building restrictions to wit:-

That no house other than a detached house costing not less than \$20,000.00 shall be erected on any of said lots, provided, however, that a private garage may be erected in connection therewith a house, the house and garage together costing not less than \$20,000.00 and further than no building shall be erected or used on the above granted premises for the purpose of a store, public garage, public stable, factory, machine shop or for any offensive use or occupation.

BUILDING RESTRICTIONS

Dated 9/16/1924

UNDER AND SUBJECT nevertheless, to the aforesaid certain condition and building restrictions.

ALSO UNDER AND SUBJECT to the following building restrictions to wit:-

That no house other than a detached house costing not less than \$20,000.00 shall be erected on any of said lots, provided, however, that a private garage may be erected in connection therewith a house, the house and garage together costing not less than \$20,000.00 and further than no building shall be erected or used on the above granted premises for the purpose of a store, public garage, public stable, factory, machine shop or for any offensive use or occupation.

DELAWARE COUNTY

DEED OF DEDICATION: William K. Holman and Sarah Louise Holman, his wife, etal,
TO The Township of Radnor dated 9/17/1928 recorded 10/9/1928 DEED BOOK 766
PAGE 546

BED of Park's Run Lane extending from Abraham's Lane to Conestoga Road.

To hold & unto (2) its successors and assigns as and for a public street or
highway and for no other use or purpose whatsoever.

... ..
RIGHT OF WAY AGREEMENT: Harold B. Larzelere et ux etal to Philadelphia
Suburban Water Co. dated _____ Recorded 8-3-1925 DEED BOOK 625 page 265.

A right of way for the laying of water pipe on Parkes Run Lane connecting to
the existing 6" water pipe East of Lesley Lane extending Southeasterly and
Southeasterly to Harrison Road in Ithan, Radnor Township, Delaware County,
Pennsylvania, a distance of 827"

.....

DELAWARE COUNTY

RIGHT OF WAY: Paul H. Stull and Frieda V. Stull, his wife; Harold B. Larzelere and Anne S. Larzelere, his wife; Emmett C. Roop, singleman, -TO- Philadelphia Suburban Water Company dated 12/2/1925 and recorded 12/5/1925 in DEED BOOK 624 PAGE 467.

GRANTING a right of way for the laying of water pipe on Harrison Road connecting to the 6 inch water pipe on Lesley Road and extending Southeasterly and North-easterly to Park's Run Lane, at Ithan, Radnor Township, Delaware County, State of Pennsylvania a distance of 2300 feet as per plan attached. The land through which the said Paul H. Stull, et al, conveys the right of way to the Philadelphia Suburban Water Company by this instrument being Deeded to us as per Deed dated September 4, 1924 and recorded at Media, Pennsylvania in Deed Book 569 page 115.

This right of way is granted to the Philadelphia Suburban Water Company for the purpose of laying their pipes or conduits, appurtenances and appliances thereto, to conduct water with the privilege of entering upon the same and making such excavations, fills, and levels as may be requisite, and the privilege of laying such other pipe or pipes or other conduits, appurtenances and appliances thereto as they may deem necessary and of making such repairs and laying other pipes or conduits, appurtenances and appliances thereto, as may from time to time be necessary.

[County Home](#) [Public Access Home](#) [Property Search Home](#) [Contact Us](#)

- Site Information
- Residential
- Commercial
- Delinquent Tax
- Sketch
- Map

PARID: 36040222400
 WENTZ THEODORE H JR &
Parcel

TaxMap ID:
 741 HARRISON RD

1 of 1
[Return to Search Results](#)

Site Location: 741 HARRISON RD
 Legal Description: 1 STY HSE GAR
 1 ACRE
 Map Number: 36-29 -005-000
 Municipality: 36 RADNOR TOWNSHIP
 School District: 508 - RADNOR SCHOOL DISTRICT
 Property Type: 01 - Taxable Residential
 Homestead Status - Next School Bill Cycle: No
 Homestead Status - Current School Bill Cycle: No
 Homestead %
 Homestead Approved Year
 Additional Info: -
 Veteran's Exemption: No

- Actions**
- Printable Summary
 - Printable Version

Current Owner

Name: WENTZ THEODORE H JR &
 Name: WENTZ ELIZABETH M
 Address: 733 HARRISON RD
 City: VILLANOVA
 State: PA
 Zip Code: 19085-

Owner History

Owner	Book	Page	Sale Date	Sale Price
WENTZ THEODORE H JR &	4341	2200	04-15-2008	1050000
CONNOLLY MARC A & OLGA J	0000	0000	05-03-1972	0

Original Current Year Assessment

Type of Assessment	Assessment Value	Assessment Date	Reason for Change	Comment
01-Taxable Residential	\$217,280		-	

Prior Year Final Assessment(s)

Year	Assessment
2018	\$217,280
2017	\$217,280
2016	\$217,280
2015	\$217,280
2014	\$217,280

County Tax Receivable

Tax Year	Billing Year	Billing Period	Billing Date	Face Amount Due	Discount Posted	Penalty Posted	Fees Posted	Payment Posted	Balance Pay Date	Type
2019	2019	Original	02/01/2019	1,186.57	-23.73			-1,162.84	0.00 02/06/2019	Discount
2018	2018	Original	02/01/2018	1,216.77	-24.35			-1,192.42	0.00 02/06/2018	Discount
2017	2017	Original	02/01/2017	1,216.76	-24.34			-1,192.42	0.00 02/28/2017	Discount
2016	2016	Original	02/01/2016	1,216.76	-24.34			-1,192.42	0.00 02/22/2016	Discount
2015	2015	Original	02/01/2015	1,216.76	-24.34			-1,192.42	0.00 02/19/2015	Discount

Delinquent Tax

No Outstanding Delinquent Amounts Found On File

EXCLUDES: Trash, Sewer, and other Local Fees

Tax Sale Information

Status: No Sale Scheduled

Delaware County Courthouse &
Government Center
201 West Front Street
Media, PA 19063

Contact Us
Email: webmaster@co.delaware.pa.us
Hours: Monday-Friday 8:30am-4:15pm

Location [Google Map](#)

[Search Disclaimer](#)
[Privacy Policy](#)

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B [Handwritten scribbles]

Document Search Results

Name Search

Book / Page Search

You searched for: Parcel:36-04-02224-00 Sort:Filed Date Desc

Total Rows 4 , Viewing 1 - 4

Handwritten notes:
2P
12
3. R-4341/2200
4. R-563/2094

Book/Page	Parcel	Date Filed	Doc Type	Direct Party	Indirect Party
R-4930/1224	36-04-02224-00	5/3/2011 3:30:14 PM	SATISFACTION OF MORTGAGE	WENTZ, THEODORE H	BRYN MAWR TRUST CO
R-4436/1273	36-04-02224-00	9/29/2008 9:47:39 AM	MORTGAGE	WENTZ, THEODORE H	BRYN MAWR TRUST CO
R-4341/2200	36-04-02224-00	4/15/2008 12:30:08 PM	DEED \$1,050,000.00	CONNOLLY, MARSHA A /EXX	WENTZ, THEODORE H /JR
R-563/2094	36-04-02224-00	4/12/1988 12:00:08 AM	Mortgage Satisfaction	CONNOLLY, MARC A	FIDELITY BANK

Handwritten: 4/15/2008

Handwritten: 2902-1057

Created by TeamIA, Lexington, South Carolina

Handwritten: 2902-1057 3d

Handwritten: ~~2902-1129~~
2902-064

B

Prepared by and Return to:
Strong Abstract, Inc.
1974 Sproul Road, Suite 103
Broomall, PA 19008
610-353-4841

File No. 08-014

UPI # 36-04-02224-00

RD BK04341-2200

BY-DEED

2006027432 04/15/2008 12:30:08 PM:3

RD FEE: \$7000 POL. SUB. TAX: \$15,750.00 ST TAX: \$10,200.00



DELAWARE
COUNTY

30 RACINOR \$15,750.00

TAKING A JOSEPH M. BOG

This Indenture, made the 11th day of April, 2008,

Between

**MARSHA A. CONNOLLY AND JEANINE A. SEGAL, EXECUTRICES OF THE
ESTATE OF OLGA J. CONNOLLY, DECEASED**

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

THEODORE H. WENTZ JR. AND ELIZABETH M. WENTZ, H/W

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

Witnesseth that in consideration of the sum off **ONE MILLION FIFTY THOUSAND
DOLLARS 00/100 (\$1,050,000.00)**, in hand paid, the receipt whereof is hereby acknowledged, the said
Grantor does hereby grant and convey unto the said Grantees, as tenants by the entirety, their heirs and
assigns,

Premises B

ALL THAT CERTAIN lot or piece of ground situate in the Radnor Township County of
Delaware and State of Pennsylvania, bounded and described according to a certain survey
and plan thereof made by Alva L. Rogers R. L. S., Ardmore, Pennsylvania, on August 20,
A.D. 1924 and revised November 2, A.D. 1925 as follows, to wit:

BEGINNING at a point in the middle line of Harrison Road (50 feet wide) at the
distance of 575.39 feet measured Southwardly and Westwardly along the said middle line
of Harrison Road from the intersection with the middle line of Parks Run Lane (50 feet
wide), which point of intersection is at the distance of 379.30 feet measured South 35
degrees 34 minutes West along the middle line of Parks Run Lane from its intersection
with the middle line of Conestoga Road; thence extending from the beginning point
South 38 degrees 54 minutes 30 seconds East 265.73 feet to a point in line of land now or
late of R. L. Montgomery; thence extending South 66 degrees 31 minutes 48 seconds
West (erroneously described in prior Deed as South 66 degrees 13 minutes 48 seconds
West) along said land now or late of said R. L. Montgomery 206.90 feet to a point, a
corner of Lot No. 13; thence extending North 26 degrees 47 minutes West along line of
Lot No. 13, 231.83 feet to a point in the said middle line of Harrison Road; and thence
extending Northeastwardly along the said middle line of Harrison Road on the arc of a
circle curving to the left with a radius of 717.68 feet the arc distance of 151.1 feet (the
chord of said arc bears North 57 degrees 9 minutes 15 seconds East 151.50 feet to the
first mentioned point and place of beginning.

CONTAINING 1 acre of land be the same more or less and being Lot No. 12 on the above mentioned plan.

BEING Folio #36-04-02224-00

BEING 741 Harrison Road, Villanova, PA 19085

BEING THE SAME PREMISES which May Cline, by Deed dated March 20, 1972, and recorded May 3, 1972, in Volume 2431, Page 1139, granted and conveyed unto Marc A. Connolly and Olga J. Connolly, h/w, in fee.

AND THE SAID Marc A Connolly has since departed this life on 4/5/2006 vesting title in Olga J. Connolly by rights of survivorship.

AND THE SAID Olga J. Connolly has since departed this life on 12/8/2007 leaving a Will e Register of Wills Office of Delaware County being part of Estate File #2387-2684, wherein she named Marsha A. Connolly & Jeanine A. Segal, Executrices of the Estate of Olga J. Connolly and to whom Letters Testamentary were granted on 12/14/2007.

-over
10 yrs

Together with all and singular the buildings, improvements, ways, waters, water-courses, driveways, rights, liberties, hereditaments and appurtenances, whatsoever therunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said buildings with the 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, Executor of the aforesaid covenants, promises and agrees to and with said Grantees, their heirs and assigns, that he/she, the said Executor of the aforementioned, has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said Grantor caused these presents to be duly executed the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF US:

[Handwritten signature]

ESTATE OF OLGA J. CONNOLLY

By: *Marsha A. Connolly* (SEAL)
Marsha A. Connolly, Executrix

By: *Jessamine A. Segal* (SEAL)
Jessamine A. Segal, Executrix

Commonwealth of Pennsylvania } ss
County of Delaware

On this, the 11th day of April, 2008 before me, the undersigned Officer, a Notary Public in and for the jurisdiction aforesaid, personally appeared Marsha A. Connolly and Jessamine A. Segal, Executrices of the Estate of Olga J. Connolly, known to me (or satisfactorily proven) to be the persons described in the foregoing instrument, and acknowledged that they have executed the same in the capacity therein stated and for the purposes therein contained.

I hereunto set my hand and official seal.

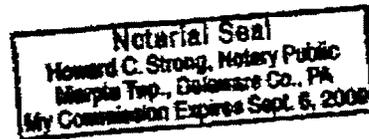
[Handwritten signature]

Notary Public
My commission expires _____

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

733 Harrison Rd.
Villanova, PA 19085

On behalf of the Grantees



This Indenture made this 20 day of March 19 72.

Between MAY CLINE, Widow

(hereinafter called the Grantor)

MARC A. CONNOLLY and OLGA J. CONNOLLY, his wife,

(hereinafter called the Grantee(s)).

Witnesseth That the said Grantor for and in consideration of the sum of Fifty-three Thousand (\$53,000.00) Dollars lawful money of the United States of America, unto her well and truly paid by the said Grantee(s) at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee(s) their heirs and assigns, as tenants by entireties, _____

ALL THAT CERTAIN lot or piece of ground SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a certain survey and plan thereof made by Alva L. Rogers R.L.S., Ardmore, Pennsylvania, on August 20, A.D. 1924 and revised November 2, A.D. 1925 as follows, to wit: _____

BEGINNING at a point in the middle line of Harrison Road (50 feet wide) at the distance of 575.39 feet measured Southwardly and Westwardly along the said middle line of Harrison Road from its intersection with the middle line of Parks Run Lane (50 feet wide), which point of intersection is at the distance of 379.30 feet measured South 35 degrees 34 minutes West along the middle line of Parks Run Lane from its intersection with the middle line of Conestoga Road; thence extending from the beginning point South 38 degrees 54 minutes 30 seconds East 255.73 feet to a point in line of land now or late of R. L. Montgomery; thence extending South 66 degrees 31 minutes 48 seconds West (erroneously described in prior Deed as South 66 degrees 13 minutes 48 seconds West) along said land now or late of said R. L. Montgomery 206.90 feet to a point, a corner of Lot No. 13; thence extending North 26 degrees 47 minutes West along line of Lot No. 13, 231.83 feet to a point in the said middle line of Harrison Road; and thence extending Northeastwardly along the said middle line of Harrison Road on the arc of a circle curving to the left with a radius of 717.68 feet the arc distance of 151.31 feet (the chord of said arc bears North 57 degrees 9 minutes 15 seconds East 151.50 feet to the first mentioned point and place of beginning. _____

CONTAINING 1 acre of land be the same more or less and being Lot No. 12 on the above mentioned plan. _____

BEING the same premises which Leslie W. Cline and May his wife by Deed dated July 6, 1964 and recorded in Delaware County in Deed Book 2180 page 187 conveyed unto Leslie W. Cline and May his wife, in fee. _____

AND the said Leslie W. Cline has since departed this life. _____

UNDER AND SUBJECT to agreements and building restrictions of record. _____

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in 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 or piece 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 Grantee S. their heirs and assigns, to and for the only proper use and behoof of the said Grantee S. their heirs and assigns forever, as tenants by entireties.

Under and Subject as aforesaid.

The state stamps affixed represents tax on full consideration including liens and encumbrances.

VALUE OF PREMISES AS DEFINED BY ORDINANCE IS \$13,000.00 AND TAX PAID ON SUCH VALUE \$30.00

COMMONWEALTH TITLE CO.

By James R. Smith



Date 5-3-72
Transfer Tax in the amount of \$30.00 has been paid on a card of Acknowledgment.

And the said Grantor for herself, her heirs, executors, administrators

doth by these presents, covenant, grant and agree, to and with the said Grantee S, 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 Grantee S their heirs and assigns, against her, the said Grantor her heirs and against all and every person or persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under her, them, or any of them shall and will Subject as aforesaid WARRANT and forever DEFEND.

In Witness Whereof, The said Grantor has caused these presents to be duly executed the day and year first herein above written.

Sealed and Delivered
IN THE PRESENCE OF US:

E. J. Remif

May Clive (SEAL)
May Clive

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF *Delaware*

On this, the *20th* day of *March* 1972.
before me, the undersigned officer, personally appeared

MAY CLINE, Widow
(IND.) known to me (or satisfactorily proven) to be the person, whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

or
(CORP.) who acknowledged himself to be the _____ of _____ a corporation, and that he as such being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as _____

In Witness Whereof, I hereunto set my hand and official seal.

Elizabeth J. Kennedy NOTARY PUBLIC

COMMONWEALTH LAND
INSURANCE COMPANY
453368

C 428 064-A

COMMONWEALTH LAND
The Delaware Company
Title Insurance Since 1876

DEED

MAY CLINE, WIDOW

to

MARC A. CONNOLLY and
OLGA J. CONNOLLY

Premises: 741 Harrison Rd.
Wadnor Twp.,
Delaware Co., Pa.

COUNTY OF DELAWARE
PENNSYLVANIA
RECEIVED
MAY 3 1972
DEED REGISTRATION DEPT

MAY 3 12 47 PM '72

610-261-6000

RECORDED in the Office for Recording of Deeds in and for
Del. Co. Pa. on Deed
Book No. 2431 Page 1139
Witness by hand and seal of officer this Third
day of May Anno Domini 1972

Edwin S. Hooper
Recorder of Deeds

Deputy

The address of the above-named Grantor
is 741 Harrison Rd.
Wadnor Twp., Pa.
On behalf of the Grantor
done & signed

360x2431 PAGE 1141

Primary Order Information

State PA
County / Town Delaware
Order Type Residential Buy/Sell
Application No. 7706063
Application Date / Time 6/13/2019 2:50:13 PM
Contact User Name Oman, Dirk - dirk.oman+hsoa@foxroach.com
Contact User Phone 610-889-7670
Company Name Trident Land Transfer Company[Devon]
Associated Company
Sales Rep
Production User (If opened internally)
Email Confirmation When Complete: dcunderwriter@foxroach.com
Brand Commonwealth
Customer Reference No. 19PA04758
Additional Reference No.
BackTitle No.

Seller / Owner

Individual

First Name	Middle Name	Last Name	Status
Theodore	H.	Wentz Jr.	and
Elizabeth	M.	Wentz	

Entity/ Estate / Trust

Entity / Estate / Trust(s)

Buyer / Borrower

Individual

First Name	Middle Name	Last Name	Status
Theodore	H.	Wentz Jr.	and
Elizabeth	M.	Wentz	

Entity/ Estate / Trust

Entity / Estate / Trust(s)

Sale Price / Loan Information

Sale Price: \$ 1.00

Lender 1: Loan No. 1:

Lender 1 Clause:

Loan Amount 1: \$

Lender 2: Loan No. 2:

Lender 2 Clause:

Loan Amount 2: \$

Property Information

.Street No 733	Street Name & 741 Harrison Road
City Villanova	State PA
Municipality	Zip Code 19085
Condominium Name	Unit Number
Subdivision / Development	Building
Lot	Phase
Section	Block
.Tax ID / Parcel No 36-04-02222-00;36-04-02224-00	Township
New Construction No	Range
Section 1/4	New Plat No
Last Deed Book	Vacant Land No
Plat / Condo Book	1/4 1/4 Section
Recorded Lot	Page
Plat Instrument Number	Page
.Certificate No	Recorded Plat
	Map No.
	Torrens No
	Abstract No

Request Product

Selected Product

Title Search Report with 24 Month Chain of Title

Due Date

6/18/2019 2:48:00 PM

Comments

This search is for two (2) adjacent lots, owned by the same individuals, regarding the re-drawing of the boundary line between them.

C-Track Public Access

Search

CRITERIA

+FirstName = "marc" +LastName = "connolly"

FILTERS

Case Type

Municipal Lien (1)

Case Filed Date

Older (1)

Closed

No (1)

RESULTS

Case Number	Case Classification	Case Filed Date	Party Name	Party Role
CV-1995-011490	Civil NR - Municipal Lien - Waste	09/26/1995	CONNOLLY, MARC	Defendant

1 to 1 of 1 records

C-Track Public Access

Search

CRITERIA

+FirstName = "olga" +LastName = "connolly"

FILTERS

Case Type

Municipal Lien (1)

Case Filed Date

Older (1)

Closed

No (1)

RESULTS

Case Number	Case Classification	Case Filed Date	Party Name	Party Role
CV-1995-011490	Civil NR - Municipal Lien - Waste	09/26/1995	CONNOLLY, OLGA	Defendant

1 to 1 of 1 records



Firm Mailing Book For Accountable Mail

Name and Address of Sender
Radnor Township
Engineering
301 First Ave
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	

USPS Tracking/Article Number

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

Pi



U.S. POSTAGE PAID
WAYNE PA
19087
JUL 26 19
AMOUNT
\$3.28
R2304E105271-10

SC Fee
SCRD Fee
SH Fee

1.	2.	3.	4.	5.	6.	7.	8.	SC Fee	SCRD Fee	SH Fee
615 NEWTOWN ROAD ASSOC LP 120 ARRANDALE BLVD EXTON, PA 19341	ESSEER STEPHEN F 505 VAN LEARS RUN VILLANOVA, PA 19085	GOODMAN MICHAEL H & CHERYL C 500 VAN LEARS RUN VILLANOVA, PA 19085	WEIR SUSAN & AIDAN 507 SHADELAND RD VILLANOVA, PA 19085	REH GREGORY K & MARIANN B 707 NEWTOWN RD VILLANOVA, PA 19085	JANSCHKA WILLIAM & MARYANNE 713 NEWTOWN RD VILLANOVA, PA 19085	BOWEN STEPHEN J & MARNIE P 670 NEWTOWN RD VILLANOVA, PA 19085	HAN STEVE & NAH HAN 618 NEWTOWN RD VILLANOVA, PA 19085			
Handling Charge - if Registered and over \$50,000 in value										
Adult Signature Required										
Adult Signature Restricted Delivery										
Restricted Delivery										
Return Receipt										
Signature Confirmation										
Signature Confirmation Restricted Delivery										
Special Handling										

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)



Firm Mailing Book For Accountable Mail

Name and Address of Sender
Radnor Township
Engineering
301 Tiven Ave
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	

Postage paid stamp area with USPS logo, date (JUL 26 19), amount (\$3.28), and recipient address (WAYNE, PA 19087).

USPS Tracking/Article Number

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

Posta

1.	2.	3.	4.	5.	6.	7.	8.	Handling Charge - if Registered and over \$50,000 in value	Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling
BERGMAN LAURIE & LONG STEPHEN K 335 OAK TERRACE ST DAVIDS, PA 19087	FRICK BENJAMIN C 500 CONESTOGA RD VILLANOVA, PA 19085	SCHUG DAVID & CHRISTI 533 CONESTOGA RD VILLANOVA, PA 19085	GORDON JEROME L 537 CONESTOGA ROAD VILLANOVA, PA 19085	CUMMINS JON A & AMY G 25 ORCHARD LA VILLANOVA, PA 19085	PAOLINO MATTHEW J 770 PARKES RUN LN VILLANOVA, PA 19085	BEATTY JANE N 759 PARKES RUN LN VILLANOVA, PA 19085	UNTERBERGER JENNIFER H 821 LAWRENCE LA NEWTOWN SQUARE, PA 19073								

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



Firm Mailing Book For Accountable Mail

Name and Address of Sender
 Radnor Township
 Engineers Inc
 301 Iven Ave
 Wayne PA 19087

USPS Tracking/Article Number	Check type of mail or service	Affix (for all Post)	Postage	CRD Fee	SH Fee
	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	 U.S. POSTAGE PAID WAYNE, PA 19087 JUL 26, 19 AMOUNT \$3.28 R2304E105271-10	1 S Handling Charge - if Registered and over \$50,000 in value	Adult Signature Required Adult Signature Restricted Delivery Restricted Delivery Return Receipt Signature Confirmation Signature Confirmation Restricted Delivery	Special Handling

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	CRD Fee	SH Fee
1.	JACOBY MICHAEL E & KATHLEEN B 775 PARKES RUN LA VILLANOVA, PA 19085			
2.	KEATOR JOAN R 349 OAK TERR WAYNE, PA 19087			
3.	MCCCLAIN GARY P O BOX 414 WAYNE, PA 19087			
4.	HOFFMAN DAVID F 1022 SPRING MILL RD VILLANOVA, PA 19085			
5.	SCHUG DAVID & CHRISTI 533 CONESTOGA RD VILLANOVA, PA 19085			
6.	ZENOZI BABAK 2 ITHAN WOODS LN VILLANOVA, PA 19085			
7.	COHEN MICHAEL S 4 ITHAN WOODS LN VILLANOVA, PA 19085			
8.	KANIA ARTHUR J TRUST TWO BALA PLAZA - SUITE 525 BALA CYNWYD, PA 19004			

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

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

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Firm Mailing Book For Accountable Mail

Name and Address of Sender
Radnor Township
Engineering
301 Iven Ave
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 Signature Confirmation Restricted Delivery

Priority Mail

USPS Tracking/Article Number

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

	SC Fee	SCRD Fee	SH Fee
1. MARGOLIS EDWARD H 1 ITHAN WOODS LN VILLANOVA, PA 19085			
2. BENAOU DANNY A 505 CHAUMONT DR VILLANOVA, PA 19085			
3. STAGLIANO GREGORY G 502 CHAUMONT DR VILLANOVA, PA 19085			
4. DUSKA RONALD F SR & BRENDA 518 CONESTOGA RD VILLANOVA, PA 19085			
5. SCHANZ JOHN DAMIAN & ELIZABETH ANN 739 PARKES RUN LA VILLANOVA, PA 19085			
6. PORTER ANDREW W JR 743 PARKES RUN LN VILLANOVA, PA 19085			
7. BROWN THOMAS K 797 HARRISON RD VILLANOVA, PA 19085			
8. GAUDIOSI MONICA M 6 ITHAN WOODS LA VILLANOVA, PA 19085			
Total Number of Pieces Listed by Sender: 8			
Total Number of Pieces Received at Post Office: 8			
Postmaster, Per (Name of receiving employee)			

Fee

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

COD

SC Fee

SCRD Fee

SH Fee



U.S. POSTAGE PAID
WAYNE, PA 19087
JUL 26, 19 AMOUNT
\$3.28
R2304E105271-10

Complete in Ink

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Firm Mailing Book For Accountable Mail

Radnor Township
Engineers
301 Iversen Ave
Wayne PA 19087

USPS Tracking/Article Number

Name and Address of Sender

Check type of mail or service

Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Signature Confirmation Restricted Delivery

Insured Mail Signature Confirmation Restricted Delivery

Priority Mail

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

Postage (if Sealed)

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



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U.S. POSTAGE PAID
WAYNE PA
19087
JUL 26 19
AMOUNT
\$3.28
R2304E105271-10

RD Fee SH Fee

	USPS Tracking/Article Number	Address (Name, Street, City, State, & ZIP Code™)	Postage (if Sealed)	Handling Charge - if Registered and over \$50,000 in value	RD Fee	SH Fee
1.		MOHAN DIVYA & SHARMA DHRUV NILALSH 717 HARRISON RD VILLANOVA, PA 19085				
2.		GRETZ ROBERT J JR & SUSAN A 847 LESLEY RD, VILLANOVA, PA 19085				
3.		MCCLAIN GARY E & CHRISTINE F 794 HARRISON ROAD VILLANOVA, PA 19085				
4.		CARPINELLO PAUL & LISA W 758 HARRISON RD VILLANOVA, PA 19085				
5.		TRUMPBOR EDWARD A & GEORGINE G 1606 LARK LANE VILLANOVA, PA 19085				
6.		DAVIES NIGEL 754 NEWTOWN RD VILLANOVA, PA 19085				
7.		COONEY GERALD W & PATRICIA A 500 ATTERBURY RD VILLANOVA, PA 19085				
8.		BELVEAL SCOTT P & CAROLYN 734 HARRISON ROAD VILLANOVA, PA 19085				

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

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
Radnor Township
Engineers
301 Iven Ave
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	

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

ARCHER PIERCE & CYNTHIA H
 750 HARRISON RD
 VILLANOVA, PA 19085

PORTER ANDREW W JR
 743 PARKS RUN LN
 VILLANOVA, PA 19085

WENTZ THEODORE H JR & ELIZABETH M
 733 HARRISON RD
 VILLANOVA, PA 19085

GRIMES KAREN H & JOSEPH P JR
 753 HARRISON ROAD
 VILLANOVA, PA 19085

BECK JASON W & SHAYNA M
 728 NEWTOWN RD
 VILLANOVA, PA 19085

CURRY SUSAN H
 710 NEWTOWN ROAD
 VILLANOVA, PA 19085

JANICZEK MARK
 23 MATLACK AVE
 VILLANOVA, PA 19085

MATLACK HOLDING CO LP
 110 GALLAGHER RD
 WAYNE, PA 19087

U.S. POSTAGE PAID
 WAYNE, PA 19087
 JUL 26 19 AMOUNT
\$3.28
 R2304E105271-10

USPS Tracking/Article Number	Address (Name, Street, City, State, & ZIP Code™)	Fee	COD	SC Fee	SCRD Fee	SH Fee
1.	ARCHER PIERCE & CYNTHIA H 750 HARRISON RD VILLANOVA, PA 19085					
2.	PORTER ANDREW W JR 743 PARKS RUN LN VILLANOVA, PA 19085					
3.	WENTZ THEODORE H JR & ELIZABETH M 733 HARRISON RD VILLANOVA, PA 19085					
4.	GRIMES KAREN H & JOSEPH P JR 753 HARRISON ROAD VILLANOVA, PA 19085					
5.	BECK JASON W & SHAYNA M 728 NEWTOWN RD VILLANOVA, PA 19085					
6.	CURRY SUSAN H 710 NEWTOWN ROAD VILLANOVA, PA 19085					
7.	JANICZEK MARK 23 MATLACK AVE VILLANOVA, PA 19085					
8.	MATLACK HOLDING CO LP 110 GALLAGHER RD WAYNE, PA 19087					
Total Number of Pieces Listed by Sender: 8 Total Number of Pieces Received at Post Office: 8 Postmaster, Per (Name of receiving employee)						
Handling Charge - if Registered and over \$50,000 in value						



Firm Mailing Book For Accountable Mail

Name and Address of Sender
 Radnor Township
 Engineers
 301 Ives Ave
 Wagon 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 S (for add Postage)

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U.S. POSTAGE PAID
 WAYNE, PA
 19087
 JUL 26 19
 AMOUNT
\$3.28
 R2304E105271-10

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (E Service) Fee	Charge if registered	COD	Check type of mail or service							RD Fee	SH Fee
					Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling		
1.	LANNI ALLISON D 20 MATLACK LN VILLANOVA, PA 19085												
2.	MCLAUGHLIN SLADE H & CAROLINE B 6 MATLACK LA VILLANOVA, PA 19085												
3.	FRIGERIO R GREGG & SHANNON E 10 MATLACK LA VILLANOVA, PA 19085												
4.	HANSELL RAYMOND J & MARY SUE 506 CHAUMONT DR VILLANOVA, PA 19085												
5.	CARR ROBERT F & BRENN TAMARA A 510 CHAUMONT DR VILLANOVA, PA 19085												
6.	CARUSO RICHARD E & SALLY F 512 CHAUMONT DRIVE VILLANOVA, PA 19085												
7.	JACOBS HARRISON P & ERIKA G 104 DOVECOTE LANE VILLANOVA, PA 19085												
8.	AGARWAL BRAJESH N & PASHA 503 VAN LEARS RUN VILLANOVA, PA 19085												
Total Number of Pieces Listed by Sender: 8		Total Number of Pieces Received at Post Office: 8		Postmaster, Per (Name of receiving employee):									

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

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling



Firm Mail and Book For Accountable Mail

Name and Address of Sender
Rednor Township
Engineer
301 Iven Ave
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	

Affirmation (for e Post)

U.S. POSTAGE PAID
WAYNE, PA
19087
JUL 26, 19
AMOUNT
\$3.28
R2304E105271-10

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	Delivery Fee	Change	Registration	COD	SCRD Fee	SH Fee
1.	DOERNER BRIAN D & FAULCONBRIDGE LUCY F HEMSLEY 782 HARRISON RD VILLANOVA, PA 19085							
2.	BOLE CAROLINE B 5 ITHAN WOODS LN VILLANOVA, PA 19085							
3.	PEW GEORGE L & SALLY CHINN PEW 569 CONESTOGA RD VILLANOVA, PA 19085							
4.	STEARNS MARK & MONA 503 CHAUMONT DR VILLANOVA, PA 19085							
5.	ATTITEH EDWARD F & CAMPBELL MADELEINE P 500 CHAUMONT DR VILLANOVA, PA 19085							
6.	YARNALL STEPHEN G 514 CONESTOGA RD VILLANOVA, PA 19085							
7.	WENTZ THEODORE H & ELIZABETH M 733 HARRISON RD VILLANOVA, PA 19085							
8.	PORTER ANDREW W JR 743 PARKES RUN LN VILLANOVA, PA 19085							
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)				

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

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling



Firm Mailing Book For Accountable Mail

Name and Address of Sender
 Radnor Township
 Engineer
 301 Iven Ave
 Coeysie 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

Affix: (for ad Post)

 U.S. POSTAGE PAID
 WAYNE, PA 19087
 JUL 26 19 AMOUNT
\$3.28
 R2304E105271-10
 0000

USPS Tracking/Article Number

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

Postage

Summary Fee

COD

CRD Fee SH Fee

	Address	Postage	Summary Fee	COD	CRD Fee	SH Fee
1.	CUNNINGHAM TERENCE P & ANNE C 795 HARRISON RD VILLANOVA, PA 19085					
2.	RAR ASSOCIATES LLC 131 S SYCAMORE ST NEWTOWN, PA 18940					
3.	PRIVADARSHI SAMARESH & SARITA 8 ITHAN WOODS LN VILLANOVA, PA 19085					
4.	FOO E HSIN & SUZANNA 3 ITHAN WOODS LN VILLANOVA, PA 19085					
5.	DEANGELIS DOMINICK A & TINA M 575 CONESTOGA RD VILLANOVA, PA 19085					
6.	SRINIVASAN GEETHA & GOPALAKRISHNAN ANAND 501 CHAUMONT DR VILLANOVA, PA 19085					
7.	CHRIST CHURCH - ITHAN 536 CONESTOGA RD VILLANOVA, PA 19085					
8.	YARNALL STEPHEN G 514 CONESTOGA RD VILLANOVA, PA 19085					
Total Number of Pieces Listed by Sender: 8 Total Number of Pieces Received at Post Office: 8 Postmaster, Per (Name of receiving employee):						

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

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.



Firm Mailing Book For Accountable Mail

Name and Address of Sender
Radnor Township
Engineers
301 Ivan Ave
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	

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

Posta

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 WAYNE PA
 19087
 JUL 26, 19
 AMOUNT
\$2.87
 R2304E105271-10

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 ae Fee Fee

USPS Tracking/Article Number	Address (Name, Street, City, State, & ZIP Code™)	Posta	Handling Charge - if Registered and over \$50,000 in value	Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling
1.	LAVIN ADONIA Z & GRIMES MICHELE Z 718 KNOX RD VILLANOVA, PA 19085									
2.	GOLDSTEIN DARA TYE 731 NEWTOWN RD VILLANOVA, PA 19085									
3.	BELVEAL SCOTT P & CAROLYN 1094 DREW DR YARDLEY, PA 19067									
4.	BAKER HAROLD 725 NEWTOWN RD VILLANOVA, PA 19085									
5.	ROUSE WILLIAM P & ELISE 507 ATTERBURY RD VILLANOVA, PA 19085									
6.	DAILY DANIEL J & SUSAN M 724 KNOX ROAD VILLANOVA, PA 19085									
7.	TROSSET SCOTT A & KAREN L 501 ATTERBURY RD VILLANOVA, PA 19085									
8.										

Total Number of Pieces Listed by Sender: **7**

Total Number of Pieces Received at Post Office: **7**

Postmaster, Per (Name of receiving employee)

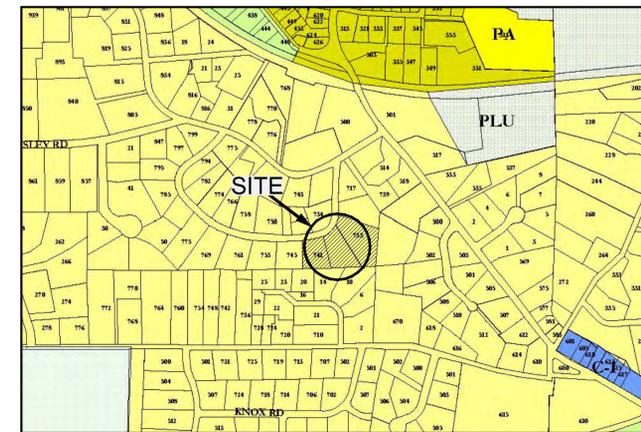
Complete in Ink

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LOT LINE CHANGE PLAN

733 HARRISON ROAD & 741 HARRISON ROAD

RADNOR TOWNSHIP DELAWARE COUNTY PENNSYLVANIA



LOCATION MAP
SCALE: 1" = 600'

741 HARRISON ROAD
OWNER:
THEODORE & ELIZABETH WENTZ
733 HARRISON ROAD
VILLANOVA, PA 19085

DEED BOOK 4341 PAGE 2200
BLOCK UNIT 29-005-000
PARCEL # 36-04-022-24-00

741 HARRISON ROAD - EXISTING CONDITIONS
GROSS AREA: (TO THE TITLE LINE) GROSS LOT AREA 43,537 S.F. (0.999 AC)

NET AREA (MINUS R.O.W.) 39,682 S.F. (0.911 AC)

ERROR OF CLOSURE: 1:100,000+

EXISTING IMPERVIOUS COVERAGE:

RESIDENCE	4,654 S.F. **
DETACHED GARAGE	1,164 S.F. **
DRIVEWAY	3,408 S.F.
WALKS/STEPS	221 S.F.
WALLS	75 S.F.
TOTAL	9,522 S.F. (21.87%)

**BUILDING COVERAGE 5,818 S.F. (13.36%)

733 HARRISON ROAD

OWNER:
THEODORE & ELIZABETH WENTZ
733 HARRISON ROAD
VILLANOVA, PA 19085

DEED BOOK 4341 PAGE 2200
BLOCK UNIT 29-005-000
PARCEL # 36-04-022-24-00

733 HARRISON ROAD - EXISTING CONDITIONS

GROSS AREA 120,878 SF (2.775 AC)

-75% OF STEEP SLOPES (1,083 SF) -542 SF (0.014 AC)

ADJUSTED GROSS AREA 120,336 SF (2.763 AC)

NET AREA 115,625 SF (2.654 AC)

ERROR OF CLOSURE: 1:100,000+

EXISTING IMPERVIOUS COVERAGE:

RESIDENCE	6,703 S.F. **
PORCH	188 S.F. **
GARAGE	1,127 S.F. **
POOL HOUSE	544 S.F. **
DRIVEWAY	7,009 S.F.
POOL PATIO	582 S.F.
WALKS/STEPS	672 S.F.
POOL/SPA COPING	155 S.F.
STEPPING STONES	540 S.F.
LOWER PATIOS	1,062 S.F.
UPPER PATIO	291 S.F.
OTHER	38 S.F.
WALLS	532 S.F.
TOTAL	19,443 S.F. (16.08%)

**BUILDING COVERAGE 8,562 S.F. (7.08%)

PARCEL-A: AREA TO BE TRANSFERRED FROM 733 HARRISON ROAD TO 741 HARRISON ROAD

GROSS AREA: (TO THE TITLE LINE) 9,622 SF (0.221 AC)

NET AREA: (TO THE ROAD R/W) 9,543 SF (0.219 AC)

741 HARRISON ROAD - PROPOSED CONDITIONS

GROSS AREA: (TO THE TITLE LINE) GROSS LOT AREA 53,159 S.F. (1.220 AC)

NET AREA (MINUS R.O.W.) 49,225 S.F. (1.130 AC)

ERROR OF CLOSURE: 1:100,000+

EXISTING IMPERVIOUS COVERAGE:

RESIDENCE	4,654 S.F. **
DETACHED GARAGE	1,164 S.F. **
DRIVEWAY	3,408 S.F.
WALKS/STEPS	221 S.F.
WALLS	441 S.F.
TOTAL	9,888 S.F. (18.60%)

**BUILDING COVERAGE 5,818 S.F. (10.94%)

733 HARRISON ROAD - PROPOSED CONDITIONS

GROSS AREA 111,256 SF (2.554 AC)

-75% OF STEEP SLOPES (1,083 SF) -542 SF (0.014 AC)

ADJUSTED GROSS AREA 110,714 SF (2.542 AC)

NET AREA 106,082 SF (2.435 AC)

ERROR OF CLOSURE: 1:100,000+

EXISTING IMPERVIOUS COVERAGE:

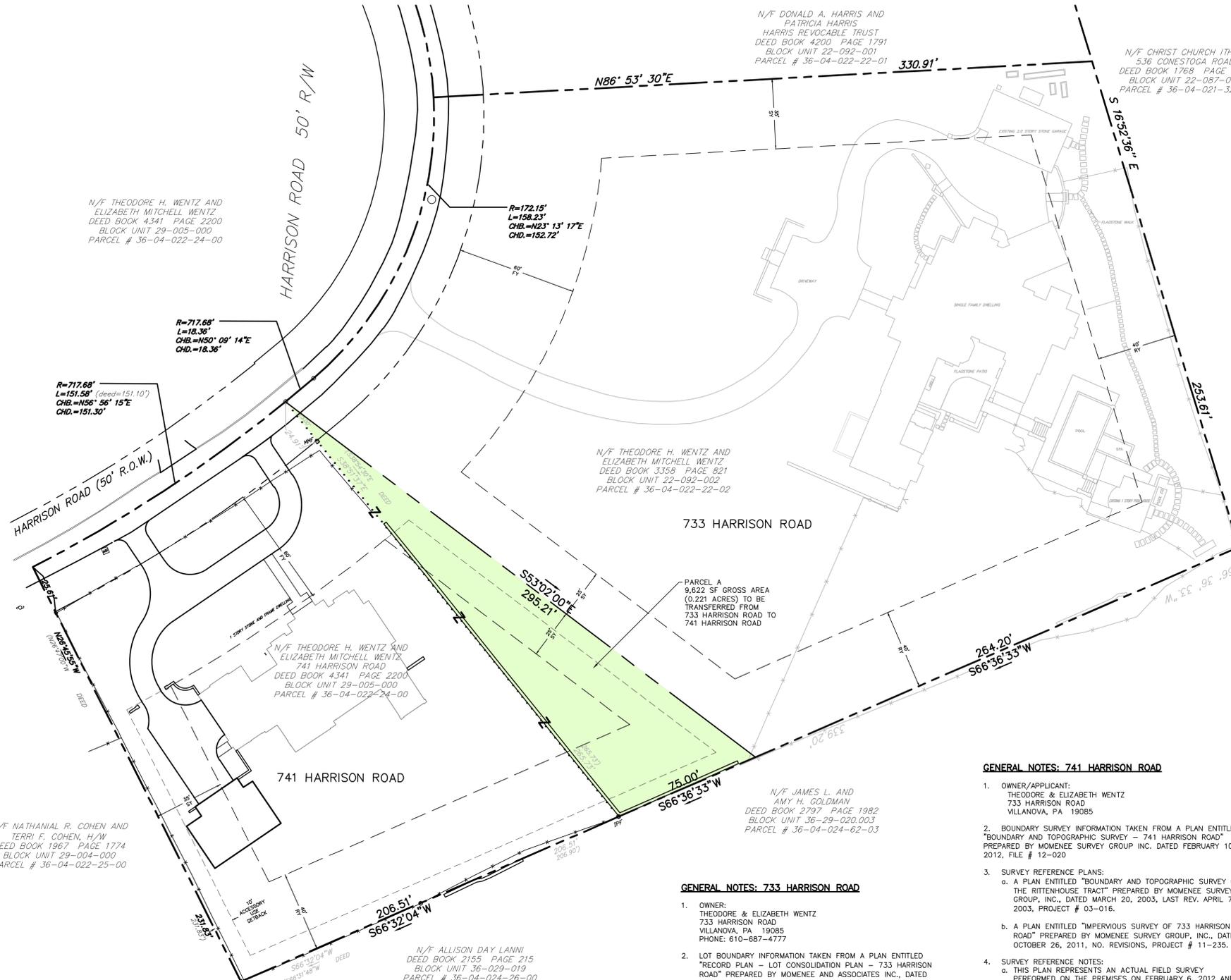
RESIDENCE	6,703 S.F. **
PORCH	188 S.F. **
GARAGE	1,127 S.F. **
POOL HOUSE	544 S.F. **
DRIVEWAY	7,009 S.F.
POOL PATIO	582 S.F.
WALKS/STEPS	672 S.F.
POOL/SPA COPING	155 S.F.
STEPPING STONES	540 S.F.
LOWER PATIOS	1,062 S.F.
UPPER PATIO	291 S.F.
OTHER	38 S.F.
WALLS	166 S.F.
TOTAL	19,077 S.F. (17.15%)

**BUILDING COVERAGE 8,562 S.F. (7.70%)

ZONING DISTRICT R-1 (RESIDENTIAL)

LOT AREA	1 ACRE MIN.
BUILDING AREA	15% MAX.
FRONT YARD	60' MIN.
SIDE YARD	25' MIN. 60' AGG.
REAR YARD	40' MIN.
IMPERVIOUS	22% MAX.
BUILDING HEIGHT	35' MAX.

FOR MORE DETAILED INFORMATION YOUR ATTENTION IS CALLED TO THE ZONING CODE OF RADNOR TOWNSHIP, LATEST EDITION.



N/F DONALD A. HARRIS AND PATRICIA HARRIS
HARRIS REVOCABLE TRUST
DEED BOOK 4200 PAGE 1791
BLOCK UNIT 22-092-001
PARCEL # 36-04-022-22-01

N/F CHRIST CHURCH ITHAN
536 CONESTOGA ROAD
DEED BOOK 1768 PAGE 0712
BLOCK UNIT 22-087-000
PARCEL # 36-04-021-32-10

N/F THEODORE H. WENTZ AND ELIZABETH MITCHELL WENTZ
DEED BOOK 4341 PAGE 2200
BLOCK UNIT 29-005-000
PARCEL # 36-04-022-24-00

R=717.68'
L=18.36'
CHB=N50° 09' 14"E
CHD=18.36'

R=717.68'
L=151.58' (deed=151.10')
CHB=N56° 36' 15"E
CHD=151.30'

N/F THEODORE H. WENTZ AND ELIZABETH MITCHELL WENTZ
DEED BOOK 3358 PAGE 821
BLOCK UNIT 22-092-002
PARCEL # 36-04-022-22-02

PARCEL A
9,522 SF GROSS AREA
(0.221 ACRES) TO BE TRANSFERRED FROM 733 HARRISON ROAD TO 741 HARRISON ROAD

N/F JAMES L. AND AMY H. GOLDMAN
DEED BOOK 2797 PAGE 1982
BLOCK UNIT 36-29-020.003
PARCEL # 36-04-024-62-03

N/F ALLISON DAY LANNI
DEED BOOK 2155 PAGE 215
BLOCK UNIT 36-024-26-00
PARCEL # 36-04-024-26-00

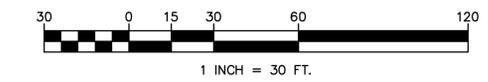
N/F NATHANIAL R. COHEN AND TERRI F. COHEN, H/W
DEED BOOK 1967 PAGE 1774
BLOCK UNIT 29-004-000
PARCEL # 36-04-022-25-00

GENERAL NOTES: 741 HARRISON ROAD

- OWNER/APPLICANT: THEODORE & ELIZABETH WENTZ, 733 HARRISON ROAD, VILLANOVA, PA 19085
- BOUNDARY SURVEY INFORMATION TAKEN FROM A PLAN ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY - 741 HARRISON ROAD" PREPARED BY MOMENEE SURVEY GROUP INC. DATED FEBRUARY 10, 2012, FILE # 12-020
- SURVEY REFERENCE PLANS:
 - A PLAN ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY OF THE RITTENHOUSE TRACT" PREPARED BY MOMENEE SURVEY GROUP, INC., DATED MARCH 20, 2003, LAST REV. APRIL 7, 2003, PROJECT # 03-016.
 - A PLAN ENTITLED "IMPERVIOUS SURVEY OF 733 HARRISON ROAD" PREPARED BY MOMENEE SURVEY GROUP, INC., DATED OCTOBER 26, 2011, NO. REVISIONS, PROJECT # 11-235.
- SURVEY REFERENCE NOTES:
 - THIS PLAN REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED ON THE PREMISES ON FEBRUARY 6, 2012 AND DEPICTS CONDITIONS ON THAT DATE.
 - THE EXISTENCE AND/OR LOCATION OF ALL SUBSURFACE UTILITIES SHALL BE CONSIDERED APPROXIMATE AND MUST BE FIELD VERIFIED BY ALL CONTRACTORS PRIOR TO CONSTRUCTION.
 - THE VERTICAL DATUM SHOWN ON THIS PLAN IS APPROXIMATE USGS PER REFERENCE PLAN 1.
 - THIS SURVEY AND PLAN WAS COMPLETED WITHOUT THE AVAILABILITY OF A CURRENT TITLE REPORT AND SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE REPORT.
- BUILDINGS AND IMPERVIOUS FEATURES FROM GRADING PERMIT PLANS FOR 741 HARRISON ROAD, PREPARED BY MOMENEE INC., DATED OCTOBER 10, 2018, LAST REVISED 10/26/18, FILE NO. 12-020.
- IN ACCORDANCE WITH FEMA PANEL NUMBER 42045C0038F EFFECTIVE DATE NOVEMBER 18, 2009, PREMISES IS LOCATED IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAN.

GENERAL NOTES: 733 HARRISON ROAD

- OWNER: THEODORE & ELIZABETH WENTZ, 733 HARRISON ROAD, VILLANOVA, PA 19085, PHONE: 610-687-4777
- LOT BOUNDARY INFORMATION TAKEN FROM A PLAN ENTITLED "RECORD PLAN - LOT CONSOLIDATION PLAN - 733 HARRISON ROAD" PREPARED BY MOMENEE AND ASSOCIATES INC., DATED DECEMBER 19, 2011, LAST REVISED 01/23/12, FILE # 11-235.
- EXISTING SITE FEATURES AND IMPERVIOUS COVER INFORMATION FROM AN IMPERVIOUS COVER SURVEY OF 733 HARRISON ROAD, PREPARED BY MOMENEE SURVEY GROUP INC, DATED OCTOBER 26, 2011, FILE # 11-235.
- REFERENCE PLANS:
 - FINAL/MINOR SUBDIVISION OF 733 HARRISON ROAD, PREPARED BY MOMENEE AND ASSOCIATES INC., DATED APRIL 14, 2003, LAST REVISED JULY 24, 2003.
 - LOT LINE CHANGE PLAN - LOTS 2 & 3 - RITTENHOUSE ARBOR, PREPARED BY MOMENEE AND ASSOCIATES INC., DATED AUGUST 7, 2003, LAST REVISED 10/31/03, FILE # 03-020LLC.
 - LOT CONSOLIDATION PLAN - 733 HARRISON ROAD, PREPARED BY MOMENEE AND ASSOCIATES INC., DATED DECEMBER 19, 2011, FILE # 11235.
 - GRADING PERMIT PLAN, 733 HARRISON ROAD, PREPARED BY MOMENEE AND ASSOCIATES INC., DATED FEBRUARY 2, 2012, FILE # 11-235.
- BASED ON THE FEMA FLOOD INSURANCE RATE MAP NUMBER 42045C0038F, EFFECTIVE DATE NOVEMBER 18, 2009, NO PORTION OF THE SUBJECT PROPERTY IS LOCATED IN A FLOOD ZONE.



NOTES: IF THE PROPOSED EROSION AND SEDIMENTATION CONTROL MEASURES ARE INSTALLED AND MAINTAINED PROPERLY, NO UNFORESEEN SOIL LIMITATIONS OR PROBLEMS ARE LIKELY. NEVERTHELESS, IF A PROBLEM DOES DEVELOP, THE DEVELOPER MUST TEMPORARILY SEED AND MULCH THE DISTURBED AREA. SUITABLE TOPSOIL SHALL BE IMPORTED TO SITE IF INADEQUATE QUANTITIES OF SUITABLE TOPSOIL EXIST ON SITE. ADEQUACY OF SOIL TO BE DETERMINED BY SITE GEOTECHNICAL ENGINEER IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT. SOIL AMENDMENTS SHALL BE ADDED AS REQUIRED. ALL UNSUITABLE MATERIAL SHALL BE DISPOSED OF PROPERLY. SITE GEOTECHNICAL ENGINEER SHALL ALSO BE CONSULTED DURING WINTER GRADING OPERATIONS.

Serial Number: 20182823716

CALL BEFORE YOU DIG:
3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL

Engineering & Surveying
1-800-242-1776

MOMENEE, INC.
a Kairns Company
ENGINEERING | PLANNING | SURVEYING

733 & 741 HARRISON ROAD
RADNOR TOWNSHIP - DELAWARE COUNTY - PENNSYLVANIA

OWNER/APPLICANT: THEODORE & ELIZABETH WENTZ
733 HARRISON ROAD
VILLANOVA, PA 19085

ONE-CALL: 20182823716
DRAWN BY: CTH
CHECKED BY: BDM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____
ON THE _____ DAY OF _____, 20____, BEFORE ME,
THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____
AND WHO BEING DULY SWORN ACCORDING TO LAW, DISPOSES AND SAYS THAT THEY ARE THE OWNER AND/OR EQUITABLE OWNER OF THE PROPERTIES SHOWN ON THIS PLAN DESIGNATED AS 741 AND 733 HARRISON ROAD AND THAT THEY ACKNOWLEDGE THE SAME TO BE HIS/HER ACT AND PLAN AND DESIRED THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN

PRINT OWNER'S NAME _____ DATE _____
SIGNATURE OF OWNER _____ DATE _____

PRINT OWNER'S NAME _____ DATE _____
SIGNATURE OF OWNER _____ DATE _____

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

FILE NO.: 12-020
SHEET 1 OF 1
DATE: JUNE 10, 2018
SCALE: 1" = 30'

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

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

Date: September 4, 2019

Re: Radnor TAP Trail Update by Simone Collins

Peter Simone of Simone Collins Landscape Architects, Incorporated, will be providing an update on the Radnor TAP Trail, including:

1. Overview of the project
2. Revised estimated construction costs
3. Change Orders 6,7, & 8

ORDINANCE NO. 2019-10

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ZONING, CHAPTER 280 OF THE CODE OF THE TOWNSHIP OF RADNOR, SECTION 280-103 OFF-STREET PARKING, TO PROVIDE FOR MINIMUM STANDARDS FOR OFF STREET PARKING FOR GENERAL, PROFESSIONAL AND MEDICAL OFFICE USES

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendment to Section 280-103 as follows:

Section 1. Chapter 280, Article XX, Section 280-103, Off street parking, is hereby revised by adding a new Section 280-103.B.(8) to read as follows:

Section 280-103. Off street parking.

B. (8) Medical/Dental offices including an ambulatory care facility: 1 space for each 150 square feet of floor area plus 1 space per examining room.

Section 2. Chapter 280, Article XX, Section 280-103, Off street parking is amended by revising Subsection B(11) to read as follows:

(11) Banks and Office buildings, including general, professional, and sales: 1 space for each 200 square feet of floor area for the first 50,000 square feet, plus 1 space for each 300 square feet of floor area over 50,000 square feet. Drive-in banking facilities shall provide stacking for four (4) automobiles per teller.

Section 3. Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

Section 4. Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

Section 5. Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

ENACTED and *ORDAINED* this _____ day of _____, 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

Radnor Township



PROPOSED LEGISLATION INTRODUCTION

FROM: Kevin W. Kochanski, Community Development Director
SUBJECT: Rooftop Dining Ordinance Amendment
DATE: September 3, 2019

LEGISLATION:

Ordinance #2019-11 amending Chapter 280 of the Radnor Township Code Zoning Ordinance establishing regulations for allowing rooftop dining within the Wayne Business Overlay District (WBOD).

LEGISLATIVE HISTORY:

A petition was filed on May 6, 2019 by the Hemcher family for the Commissioners' consideration. At the May 20, 2019 Board of Commissioners' meeting, the petition was accepted, and authorization was given to send the petition to the Delaware County and Township Planning Commissions.

Delaware County Planning Commission – recommended approval per their June 20, 2019 Memo.

Radnor Township Planning Commission – The Township Planning Commission reviewed the ordinance at their meeting on July 1, 2019. They recommended conditional approval. Please see the attached meeting minutes.

FISCAL IMPACT:

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

RECOMMENDED ACTION:

The Staff would respectfully recommend that this Ordinance be Introduced on September 9, 2019 and adopted on October 7, 2019

Thank you for your consideration.