BOARD OF COMMISSIONERS

Revised AGENDA

Tuesday, January 16, 2018 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of January 16, 2018

- 1. Consent Agenda
 - a) Disbursement Review and Approval 2017-12B, 2017-12C, 2017-12D, 2017-12E
 - b) Approval of Board of Commissioner Meeting Minutes November 27, 2017, December 11, 2017, December 18, 2017 and January 2, 2018
 - c) Resolution #2018-01 Authorizing the Township to enter into agreement with the Pennsylvania Recreation & Parks Society for 2018 Seasonal Discount Ticket Program
 - d) Resolution #2018-02 Authorizing the Township to enter into agreement with Brandywine Learning Center, LLC for Seasonal Harry Potter Camps
 - e) Resolution #2018-03 Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor School District Facilities for the 2018 Summer Camp Season
 - f) Resolution #2018-04 Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor Township School District Transportation Services for Radnor Day Camp 2018
 - g) Resolution #2018-08 Extending the Payment In Lieu of Taxes Agreement with the Jewish Federation of Greater Philadelphia
 - h) 123 Hickory Lane GP #17-178 Requesting a waiver from §245-22 Groundwater Recharge
- 2. Public Participation The public is invited to address the Board of Commissioners during the public comment portions of the meeting regarding items on the meeting agenda or other topics of interest related to the township.
 - Please print your name on the sign-in sheet at the table next to the podium
 - Clearly state your name, ward and/or street address and topic(s) to be addressed
 - Individual comment shall be limited to not more than five (5) minutes per Board policy
- 3. Acceptance of Vacancy Board Chair Resignation
- 4. Appointment of Vacancy Board Chairperson
- 5. Discussion and Possible Motion Regarding the Process for Appointment of Interim Commissioner by Vacancy Board
- 6. Interviews of Potential Ward 1 Interim Commissioner
- 7. Possible Appointment of Interim 1st Ward Commissioner
- 8. Appointments to Chair and Members of Standing Committees
- 9. Reappointments to Advisory Boards and Commissions
- 10. Possible Appointments to Advisory Boards and Commissions
- 11. Committee Reports

FINANCE & AUDIT

- A. Discussion regarding Radnorshire Room Equipment Replacement
- B. Ordinance #2017-19 (*Adoption*) Amending Chapter 262 Towing, Sections 262-4.B.(9) And 262-4.B.(10), Of The Radnor Township Code Of Ordinances To Increase The Appointment Terms Of Duty Towers From Two Years To Four Years And To Increase The Effective Period For Duty Towing Licenses From Two Years To Four Years

PUBLIC WORKS & ENGINEERING

- C. Resolution #2018-05 Award of the of Contract for the Structural Evaluation and Permitting of the Roberts Road Culvert End wall and Storm Sewer Project to Gannett Fleming, Incorporated
- D. Presentation and Possible Resolution #2018-09- Authorizing a Multimodal Fund Transportation Fund (MTF) Grant Application for Improvements to the King of Prussia Road/Eagle Road/Pine Tree Road Intersection, in partnership with Cabrini and Eastern Universities
- E. Resolution #2018-07 SALDO Application #2017-S-08: 1 Meadowood Drive *Final* Minor Final Subdivision

PUBLIC SAFETY

F. Ordinance #2018-02 – (*Introduction*) - Oak Grove Lane and Upper Gulph Road Stop Sign (*Requested by Commissioner Booker*)

PARKS & RECREATION

COMMUNITY DEVELOPMENT

PERSONNEL & ADMINISTRATION

LIBRARY PUBLIC HEALTH

Old Business New Business

• The Ward 7 Initiative – FeeLot (*Requested by Commissioner Farhy*)

Public Participation Adjournment

Opportunity for public comment will occur prior to any Board vote

RADNOR TOWNSHIP DISBURSEMENTS SUMMARY January 8, 2018

The table below summarizes the amount of disbursements made since the last public meeting held on December 11, 2017. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code.

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

Fund (Fund Number)	2017-12B December 8, 2017	2017-12C December 15, 2017	2017-12D December 22, 2017	2017-12E December 27, 2017	Total
General Fund (01)	\$133,495.07	\$136,419.24	\$651,776.90	\$28.23	\$921,719.44
Sewer Fund (02)	162,550.78	186,491.17	75,918.09	187,820.75	612,780.79
Liquid Fuels Fund (03)	0.00	0.00	7,546.63	0.00	7,546.63
Storm Sewer Management (04)	1,610.00	8,512.62	7,291.20	0.00	17,413.82
Capital Improvement Fund (05)	27,662.44	35,190.02	32,790.89	0.00	95,643.35
Police Pension Fund (07)	0.00	0.00	5,225.33	0.00	5,225.33
OPEB Fund (08)	0.00	0.00	126,975.03	0.00	126,975.03
Civilian Pension Fund (11)	0.00	0.00	4,657.23	0.00	4,657.23
Investigation Fund (12)	251.10	0.00	0.00	0.00	251.10
Comm. Shade Tree Fund (15)	0.00	0.00	30,565.00	0.00	30,565.00
\$8 Million Settlement Fund (18)	0.00	0.00	13,008.70	0.00	13,008.70
The Willows Fund (23)	0.00	48.89	5,567.88	0.00	5,616.77
Library Impr Fund (500)	455,965.32	1,320.00	82,563.50	0.00	539,848.82
Park & Trail Impr Fund (501)	25,617.39	0.00	44,793.00	363.46	70,773.85
Total Accounts Payable					_
Disbursements	\$807,152.10	\$367,981.94	\$1,088,679.38	\$188,212.44	\$2,452,025.86
Electronic Disbursements	n/a	n/a	n/a	n/a	\$508,000.00
Grand Total	\$807,152.10	\$367,981.94	\$1,088,679.38	\$188,212.44	\$2,960.025.86

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

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

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

Respectfully Submitted,

William M. White Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through January 22, 2017

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	1/10/2018	12/17 Credit Card Revenue Processing Fees	\$5,000.00 *
Payroll [Bi-Weekly] Transaction - Estimated Payroll [Bi-Weekly] Transaction - Estimated	01-various 02-various	1/11/2018 1/11/2018	Salaries and Payroll Taxes - General Fund Salaries and Payroll Taxes - Sewer Fund	\$485,500.00 \$17,500.00
Period Total				\$508,000.00

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

Original Estimate			Actual Amount
\$725,000.00	12/15/2017	Salaries and Payroll Taxes - General Fund	\$717,020.40
\$17,500.00	12/15/2017	Salaries and Payroll Taxes - Sewer Fund	\$12,980.20
\$742,500.00	_		\$730,000.60
\$485,500.00	12/28/2017	Salaries and Payroll Taxes - General Fund	\$476,866.61
\$17,500.00	12/28/2017	Salaries and Payroll Taxes - Sewer Fund	\$13,346.88
\$503,000.00	_		\$490,213.49
\$186,839.03	1/1/2018	Police Pension Payroll	\$186,839.03
\$135,553.28	1/1/2018	Civilian Pension Payroll	\$135,553.28
\$322,392.31	_		\$322,392.31

TOWNSHIP OF RADNOR Minutes of the Meeting of November 27, 2017

The Radnor Township Board of Commissioners met at approximately 6:50 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

Commissioners Present

Elaine Schaefer, Vice President Donald Curley Richard F. Booker Luke Clark John Nagle James Higgins

Also Present: Robert A. Zienkowski, Township Manager; John Osborne, Treasurer; John Rice, Township Solicitor; William White, Assistant Township Manager & Finance Director; Andrew Block, Deputy Superintendent of Police; Steve McNelis, Interim Public Works Director; Roger Philips, Township Engineer; Amy Kaminski, Township Traffic Engineer and Mary Lou Knepshield, HR and Finance Coordinator.

<u>Vice President Schaefer called the meeting to order and led the assembly in the Pledge of Allegiance</u>

Prior to the start of the Agenda items, Vice President Schaefer announced that the Board will be removing items G (Ordinance 2017-05), H (Ordinance 2017-11) and O (Update on Villanova University Performing Arts Center Construction) from tonight's Agenda.

<u>Notice of Executive Session on November 27, 2017 preceding the Board of Commissioners meeting</u> There was an Executive Session on November 27, 2017 where all Commissioners except Vice President Schaefer participated and matters of Litigation and Personnel and Real Estate were discussed.

Commissioner Booker also mentioned that additional time was needed beyond the 30-days authorized on the investigation of the Exhibit 6 leak.

Interviews of Potential Ward 7 Interim Commissioner

After a brief discussion of the interview process and possible appointment procedure by Vice President Schaefer, each of the following potential Ward 7 Interim Commissioner Candidates gave a brief statement about themselves and answered questions put forth by the Commissioners:

1) Scott Simon; 2) Sean Farhy; 3) Alex Yannopoulos; and 4) Jane Galli

1. <u>Possible Appointment of Interim 7th Ward Commissioner</u>

Commissioner Curley nominated Jane Galli with Commissioner Booker seconding the nomination; Commissioner Nagle nominated Sean Farhy with Commissioner Schaefer seconding the nomination. Discussion of both candidates ensued.

Public Comment

Leslie Morgan, Farm Road – She spoke regarding the Ward 7 Interviews.

Dan Sherry, Wayne – He spoke regarding the Ward 7 Interviews.

A vote was called to appoint Jane Galli to the 7th Ward Commissioner seat; motion failed 3-3. A vote was called to appoint Sean Farhy to the 7th Ward Commissioner seat; motion failed 3-3. The interview and possible appointment will be continued to the next meeting on December 11th. Solicitor Rice will advertise for Vacancy Board Hearing at that meeting. Vice President Schaefer thanked all the potential candidates for coming out and putting themselves forward for consideration.

2. Consent Agenda

- a) Disbursement Review and Approval: 2017-11B, 2017-11C, 2017-11D
- b) Approval of Board of Commissioner Meeting Minutes November 6, 2017 & November 13, 2017
 - c) Approval and Acceptance of the 2018 Meeting Dates
 - d) Approval of the 2018 Township Holiday Schedule
 - e) Acceptance of Monthly Department Reports

Vice President Schaefer would like to remove Item b) of the Consent Agenda with a slight change needed to the Minutes, amending the public comment at the end of the meeting. Commissioner Curley motioned to accept the Consent Agenda, minus Item b) and was seconded by Commissioner Clark. The motion passed 6-0.

Vice President Schaefer motioned to make the following change to the wording of Item b) Public Part at the end of the meeting Kelly Martin – she inquired if the BioMed/Penn Medicine plan will be voted on if there is still a Ward 7 commissioner vacancy, a confidential document which was released pertaining to an ethics investigation, and the location of the map of the Ardrossan property that Radnor Township owns. Motion was seconded by Commissioner Higgins. The motion passed 6-0.

3. Announcement of Boards and Commissions Vacancies

Commissioner Schaefer announced there are vacancies on the following boards. Anyone interested should submit their letter of interest to Township Manager, Robert Zienkowski, 301 Iven Avenue, Wayne, PA 19087.

Board of Health – 1 Vacancy; Parks & Recreations – 1 Vacancy; Design Review Board – 1 Vacancy; Stormwater Advisory Committee – 1 Vacancy; Codes Appeal Board – 1 Vacancy; Environmental Advisory Committee – 1 Vacancy and Planning Commission – 1 Vacancy.

Township Manager Zienkowski read a letter from Chanticleer Foundation regarding a \$15,000 donation to the Township's Trails and Tree Maintenance. Vice President Schaefer thanked Mr. Bill Thomas of Chanticleer for his donations over the years.

4. Public Participation

Leslie Morgan, Farm Road – Spoke to the sewer, the spending of money and Villanova University's project.

Dan Sherry, Wayne – Spoke to the Ethics Board investigation of Exhibit 6.

Sara Pilling, Garrett Hill – Skunk Hollow, thanked the donors to Loaves & Fishes.

Christina Perrone, Walnut Avenue – Spoke to the Preserve Willows donation schedule.

Alex Yannopoulos, Ward 7 – Spoke to donor transparency and conflict.

Jane Galli, Ward 7 – Spoke to the Villanova waiver added to the agenda at last minute, which was now taken off.

Roberta Winters - Commended removing Item O from Agenda

Scott Simon, Ward 7 – Spoke to the Ward 7 Interim Commissioner seat.

Kelly Martin, Ward 7 – Spoke in support of Jane Galli for Ward 7 Interim Commissioner.

Kim Cruze-Engelhart - Spoke to the Tree Lighting in Garrett Hill.

5. Committee Reports

FINANCE & AUDIT

A. Sewer Rent Review

William White, Assistant Township Manager & Finance Director, stepped through his memorandum to the Board of Commissioners on the Sewer Rent. He answered questions from several Commissioners regarding the Sewer Rent and discussion ensued, including Township Manager Zienkowski suggesting to sell the utility outright. Commissioner Nagle motioned to increase the sewer rent for 2018 and the following two years by 10% and was seconded by Commissioner Schaefer.

Public Comment

Sara Pilling, Garrett Hill - Commented that 10% is too high of an increase for Senior Citizens.

The motion passed 4-2 with Commissioners Curley and Booker opposed.

B. Capital Plan Review

Mr. White summarized the Capital Plan Memo and changes. The Commissioners discussed various items.

C. Park & Open Space Fund Review

Mr. White summarized the Park & Open Space Fund. The Commissioners discussed various items.

D. Radnor Fire Company Funding Review

Mr. White summarized the \$200,000 requested for 2018 from Radnor Fire Company. The Commissioners discussed the request with Eamon Brazunas, Administrative Director of Radnor Fire Company.

Public Comment

Scott Simon - He commented that there was not a need for the Township to be funding more consultants.

Commissioner Curley motioned to authorize \$200,000 for 2018 for Radnor Fire Company that be used for operational needs and an efficiency-type study that will be presented by Radnor Fire Company staff and that it be paid by the Fund balance. Motion was seconded by Commissioner Clark. The motion passed 6-0.

Vice President Schaefer motioned to approve the 2018 spending as outlined in Mr. White's November 27th Capital Plan as Amended memorandum with a transfer of \$160,000 from General Fund to cover the Open Space Fund shortfall; it was seconded by Commissioner Clark.

The motion was discussed among the Commissioners.

Public Comment

Christina Perrone – She commented regarding her concern with funding for the Willows.

The motion passed 4-2 with Commissioner Curley and Commissioner Booker opposed.

E. Ordinance 2017-17 (Introduction) Adoption of the final comprehensive budget for 2018 by setting the Township Real Estate Tax Millage and Sanitary Sewer rates, and adopting appropriations for 2018

Commissioner Schaefer motioned to introduce Ordinance 2017-17; it was seconded by Commissioner Nagle. The motion passed 5-1 with Commissioner Curley opposed.

F. Ordinance 2017-18 (Introduction) Adopting the Consolidated Fee Schedule for the Township, Effective January 1, 2018

Commissioner Curley asked for a high-level summary of changes. Mr. White communicated an area of change in the Engineering Department for escrow and professional consultant fees. Commissioner Schaefer motioned to introduce Ordinance 2017-18; it was seconded by Commissioner Clark. The motion passed 6-0.

PUBLIC SAFETY

G. Ordinance #2017-05 (Introduction) Amending the Code of the Township Radnor, Section 270-16,

Intersections, for Upper Gulph Road and Oak Grove Lane

This item was removed from the agenda.

PUBLIC WORKS & ENGINEERING

H. Ordinance #2017-11 (Introduction) Proposed Ordinance Amendment to Chapter 142, Certificates of Occupancy and Chapter 235, Sewers, to Provide for the Elimination of Stormwater into the Township's Sanitary Sewer System

This item was removed from the agenda.

- I. <u>Resolution #2017- 123 Award of the Design, Engineering, and Bidding Documents Contract for the Painting and Repair of the Matsonford Road Pedestrian Bridge, to Gannett Fleming, Incorporated</u>
 Commissioner Higgins motioned to approve Resolution 2017-123; it was seconded by Commissioner Schaefer. The motion passed 6-0.
- J. <u>Resolution #2017- 124 -Award of the Design, Engineering, and Bidding Documents Contract for the Painting and Repair of the Radnor Chester and King of Prussia Roads Wall, to Gannett Fleming, Incorporated</u>

Commissioner Higgins motioned to approve Resolution 2017-124; it was seconded by Commissioner Booker. The motion passed 6-0.

Commissioner Nagle inquired if the Historical Society would be able to secure any grants to help with the cost of this.

K. <u>Resolution #2017-131 – FINAL - SALDO Application # 2017-S-06 – 585 County Line Road – Minor Final Subdivision</u>

There was a presentation by Rod Flud, representing the property owners, and Patrick Spellman, engineer for the firm. Commissioner Higgins motioned to approve Resolution 2017-131; it was seconded by Commissioner Schaefer. The motion passed 6-0.

L. <u>Resolution #2017-127 – Approval of Cabrini Master Plan Amended and Phase 2 Cabrini **Final**<u>Land Development</u></u>

There was a presentation of Phase 2 of the Final Land Development plane by Howard Holden of Cabrini University and discussion ensued.

There was a presentation by the neighbors' representative James Greenfield and more discussion ensued.

Public Comment

Scott Simon, Ward 7 – spoke to the dysfunction of the Board.

Tom Rogers, 712 Woodcrest Circle – read a letter he submitted to the Board of Commissioners and opposition of the parking garage.

Commissioner Booker made a motion to extend the meeting for 20 minutes; seconded by Commissioner Curley. The motion passed 5-0 with Commissioner Nagle abstaining.

Rick Branson, 738 Woodcrest Circle – spoke to project with photos of erosion. Diane Classen, Woodcrest Circle – spoke to the project and the location of the garage.

The Cabrini representatives were then asked if they would change their plan to conform to the neighbors' representative suggestions as follows; trees planted at least 12 feet high; time for new trees to be installed/replaced within 5 years be guaranteed for the 5 years – both of which Cabrini University would comply. Additionally, a 150-ft berm to be constructed on the neighbors' side of the Loop Road – for reference PCSM plan; sheet 12 of 28; last revised October 24, 2017 was agreed to.

Commissioner Schaefer motioned to approve Resolution 2017-127 as drafted with the following changes to be added; 12-ft trees planted between the parking structure and property line; a 5-year guarantee on all new trees; and 150-ft berm installed on neighbors' side of the loop road that as depicted by the sketch in the Postconstruction Stormwater Management (PCSM) plan of 10/24/17; sheet 12 of 28, planted with a visual shield. Motion seconded by Commissioner Curley. The motion passed 5-1 with Commissioner Booker opposed.

Commissioner Clark made a motion to extend the meeting for 15 minutes; it was seconded by Commissioner Higgins. The motion passed 5-0 with Commissioner Nagle abstaining.

M. <u>SALDO Application #2017-S-08 1 Meadowood Drive – Caucus - Minor Final Subdivision</u>

Presentation by owner's representative. Rob Lambert, the owner's representative made a presentation of the application for 1 Meadowood Road to divide the lot into three parcels.

Public Comment

Jane Galli, Ward 7 – She spoke regarding the plan.

N. 400 East Lancaster Avenue GP# 17-172 – Requesting a waiver from §245-22 Groundwater Recharge

Chris McQuail made a presentation for a Stormwater waiver for the grading permit.

Commissioner Curley made a motion to approve the request; it was seconded by Commissioner Schaefer. The motion was approved 5-1 with Commissioner Booker opposed.

O. <u>Board of Commissioners Update: Villanova University Performing Arts Center Construction</u>
This item was removed from the agenda.

PERSONNEL & ADMINISTRATION

P. <u>Resolution #2017-130 - In Opposition to House Bill 1620, Entitled The "Wireless Infrastructure Deployment Bill"</u>

This item was not discussed.

COMMUNITY DEVELOPMENT LIBRARY PUBLIC HEALTH PARKS & RECREATION

Old Business
NONE

New Business
NONE

<u>Public Participation</u> NONE

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

Respectfully submitted,

Amy Lacey

TOWNSHIP OF RADNOR Minutes of the Meeting of December 11, 2017

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

Elaine Schaefer, Vice President Donald Curley Richard F. Booker Luke Clark John Nagle James Higgins

Sean Farhy (joined the Board after appointment)

Also Present: Robert A. Zienkowski, Township Manager; John Osborne, Treasurer; John Rice, Township Solicitor; William White, Assistant Township Manager & Finance Director; William Colarulo, Superintendent of Police; Kevin Kochanski, Community Development Director; Steve McNelis, Interim Public Works Director; Tammy Cohen, Director of Community Programming & Recreation; Roger Philips, Township Engineer; Amy Kaminski, Traffic Engineer and Jennifer DeStefano, Executive Assistant to the Township Manager.

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

Notice of Executive Session on December 11, 2017 preceding the Board of Commissioners meeting. There was an Executive Session on December 11, 2017 where all Commissioners participated with the exception of Commissioner Farhy and matters of Litigation and Personnel were discussed.

Proclamation for Main Line Health, for their work on fighting the drug epidemic

Deputy Superintendent Flanagan along with Superintendent Colarulo and Commissioner Schaefer presented Main Line Health for their work on fighting the drug epidemic. Members of Main Line Health thanked the Township for recognizing them for such an important item.

Vacancy Board Hearing

Mr. Rice explained the procedures of the Vacancy Board which can be found on the Township website at: http://www.radnor.com/CivicAlerts.aspx?AID=1038. There was a brief discussion amongst the Commissioners regarding the placement of the Vacancy Board Hearing on the agenda. Mr. Lowy, Chair of the Vacancy Board briefly said a few words.

1. Interviews of Potential Ward 7 Interim Commissioner

Jon Hecksher gave a background of himself and his interest in serving as the Interim 7th Ward Commissioner. There was a brief discussion amongst the Commissioners and Mr. Hecksher.

Jane Galli gave a background of herself and her interest in serving as the Interim 7th Wary Commissioner. There was a brief discussion amongst the Commissioners and Ms. Galli.

Sean Farhy gave a background of himself and his interest in serving as the Interim 7th Ward Commissioner. There was a brief discussion amongst the Commissioners and Mr. Farhy.

Commissioner Nagle made a motion to nominate Sean Farhy, seconded by Commissioner Schaefer. Commissioner Clark made a motion to nominate Jane Galli, seconded by Commissioner Booker.

Public Comment

Dan Sherry, Wayne – He spoke about information that Mr. Lowy received at his open house last week would be publicly shared and he hasn't heard it yet.

Leslie Morgan, Farm Road – She commented in support of Jane Galli.

Rick Leonardi, Aldwyn Lane -

Sara Pilling, Garrett Avenue – She spoke in support of Sean Farhy.

Debbie Singer, Villanova – She spoke in support of Mr. Hecksher.

Alex Yannopolis, Villanova – He commented in support of Jane Galli.

Christina Lawless – She spoke in support of her mother Jane Galli.

Kelly Martin – She spoke in support of Jane Galli.

Toni Bailey – She spoke in support of Jane Galli.

Matthew Bruckman – He spoke in support of Ward 7 being represented by a Democrat.

Betty Norcini – She spoke regarding prior comments made during the meeting.

Mr. Lowry briefly spoke about the focus group he held as well as other interactions with residents of Ward 7.

Mr. Lowry called the vote regarding Mr. Farhy. Motion passed 4-3 with Commissioner Booker, Clark and Curley opposed.

2. <u>Appointment of Interim 7th Ward Commissioner</u>

Commissioner Schaefer administered the Oath of Office to Sean Farhy whom was joined by his brother.

3. Consent Agenda

- a) Disbursement Review and Approval: 2017-11D, 2017-12A
- b) <u>HARB-2017-21 111 Walnut Ave New 2 story addition at rear of existing house. Proposed design will match historic details and materials. 1887-88 William Price Architect, Wendel and Smith Builders.</u>
 - c) Staff Traffic Minutes of November 15, 2017
 - d) Resolution #2017-112 Authorization to Award the Gasoline and Diesel Fuel Contracts

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

5. Announcement of Boards and Commissions Vacancies

Commissioner Schaefer announced the below vacancies. Any interested resident can submit their letter of interest to Robert Zienkowski, Township Manager, 301 Iven Avenue, Wayne, PA 19087.

Board of Health Code Appeals Board (as of 1/1/2018)

1 Vacancy 1 Vacancy

Design Review Board (as of 1/1/2018) Environmental Advisory Board (as of 1/1/2018)

1 Vacancy 1 Vacancy

Parks and Recreation Board (as of 1/1/2018) Planning Commission (as of 1/1/2018)

1 Vacancy 1 Vacancy

Stormwater Advisory Committee

1 Vacancy

6. Public Participation

Chris Todd, WBA – He inquired about prior discussion on the change of parking times in Wayne.

Ms. Fielding – She thanked Commissioner Curley for the great job he has done as well as thanked staff.

Lisa Borowski – She thanked staff and everyone involved for the great Santa Delivery event.

Austin Hepburn, Upper Gulph Road – He spoke opposed to the PLO Ordinance.

Debbie Singer, Villanova – She spoke in support of the PLO Ordinance.

Dan Sherry, Wayne – He spoke regarding comments made earlier in the meeting by Interim Commissioner Farhy as well as spoke regarding Exhibit 6 in a recent Ethics Board complaint.

Linda May, Radnor Way - She spoke regarding the traffic problem in Ward 2.

Alex Yannopolis, Villanova – He spoke regarding a recent accident on King of Prussia Road as well as his opposition of the PLO. He also inquired regarding a recent ethics complaint and the vacancy board.

Toni Bailey, Conestoga Village – She spoke regarding her concerns with traffic if the PLO is approved.

Scott Simon – He spoke in support of Penn Medicine.

Kelly Martin, Ward 7 – She requested that there needs to be clearer guidelines for the Vacancy Board as well as commented about the Open House for Ward 7 residents last week.

Commissioner Curley commented about a recent sidewalk project at S. Devon and thanked staff for the quickness of the project.

7. Committee Reports

FINANCE & AUDIT

A. Stormwater Capital Plan Review

Mr. Norcini, Township Engineer briefly explained the recommended Stormwater Capital Plan. There was a discussion amongst the Commissioners and staff.

Commissioner Schaefer made a motion to accept the staff recommendation for the 2018 spending to be incorporated into the budget, seconded by Commissioner Higgins.

Public Comment

Paige Maz, Chair-Stormwater Management Committee – She commented regarding a few of the proposed stormwater projects.

Commissioner Curley made a motion to reduce the stormwater fee in half and take the difference from the 2018 surplus, seconded by Commissioner Booker.

Public Comment

Mr. Hingley, Belrose Lane – He commented to not reduce the stormwater fee.

Commissioner Schaefer called the vote on Commissioner Curley motion, motion failed 2-5 with Commissioners Higgins, Clark, Schaefer, Farhy and Nagle opposed.

Commissioner Schaefer called the vote on the motion to accept staff recommendations, motion passed 5-2 with Commissioners Curley and Booker opposed.

B. Resolution #2017-132 - Adopting the Wage and Salary Schedule for 2018

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

C. Ordinance #2017-17 (Adoption) Adoption of the final comprehensive budget for 2018 by setting the Township Real Estate Tax Millage and Sanitary Sewer rates, and adopting appropriations for 2018 Commissioner Schaefer made a motion to adopt, seconded by Commissioner Nagle.

There was a brief discussion amongst the Commissioners.

Commissioner Schaefer called the vote, motion passed 5-2 with Commissioners Curley and Booker opposed.

D. Ordinance #2017-18 (Adoption) Adopting the Consolidated Fee Schedule for the Township, Effective January 1, 2018

Commissioner Schaefer made a motion to adopt, seconded by Commissioner Higgins.

There was a brief discussion amongst the Commissioners.

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

E. Ordinance #2017-19 – (Introduction) Amending Chapter 262 Towing, Sections 262-4.B.(9) And 262-4.B.(10), Of The Radnor Township Code Of Ordinances To Increase The Appointment Terms Of Duty

Towers From Two Years To Five Years And To Increase The Effective Period For Duty Towing

Licenses From Two Years To Five Years

Commissioner Curley made a motion to introduce ordinance #2017-19 to show the change to reflect a 4-year renewal, seconded by Commissioner Nagle. Motion passed 7-0.

COMMUNITY DEVELOPMENT

F. Ordinance #2016-13 (Adoption) - Ordinance #2016-13 Amending Chapter 280 Zoning, Article XV, PLO Planned Laboratory-Office District, Sections 280-62, 280-63 And 280-64, By Providing For Additional Uses In The PLO Planned Laboratory-Office District Including Mixed Use Developments; Providing For Revised Dimensional Requirements For Mixed Use Developments Including Financial Subdivisions And Providing For Additional Accessory Uses.

Commissioner Curley made a motion to adopt ordinance 2016-13, seconded by Commissioner Nagle.

Commissioner Higgins announced that he will recuse himself from Discussion and the vote as he has a conflict. Commissioner Schaefer also announced that she has received an opinion from the State Ethics Board and their written opinion is that she does not have a conflict. The Township Solicitor also gave Commissioner Schaefer a written opinion that there is not a conflict. Commissioner Booker opposed Commissioner Schaefer comment that she does not have a conflict. Commissioner Curley also stated that he has also received an opinion that he does not have a conflict. Solicitor Rice agreed with Commissioner Curley and Commissioner Schaefer.

Commissioner Booker moved to table the Ordinance. Motion failed for lack of a second.

There was an in-depth discussion amongst the Commissioners regarding the proposed ordinance.

Public Comment

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

Linda May, Radnor Way – She commented that the ordinance should not be rushed.

Commissioner Clark made a motion to extend the meeting 15 minutes, seconded by Commissioner Nagle.

Motion passed 7-0.

Jake Abel – He commented that he supports the PLO Ordinance.

Lisa Borowski – She commented in support of the PLO Ordinance.

Mr. Hingley, Belrose Lane – He spoke about his concerns with traffic with the proposed ordinance.

Scott Simon, Ward 7 – He commented in support of the ordinance.

Kelly Martin, Ward 7 – She inquired if Radnor Elementary property is included in the proposed ordinance.

Commissioner Clark made a motion to extend meeting for 10 minutes, seconded by Commissioner Higgins. Motion passed 7-0.

Dave Falcone, Representing the Trustees of Penn Medicine – He thanked the Commissioners for their support and they look forward to working with the Township.

Mr. Zienkowski commented about the reduction of traffic with the above approved ordinance vs traffic with a by-right plan.

Commissioner Schaefer called the vote, motion passed 5-1 with Commissioner Booker opposed and Commissioner Higgins abstaining.

PUBLIC WORKS & ENGINEERING
PUBLIC SAFETY
PERSONNEL & ADMINISTRATION
LIBRARY
PUBLIC HEALTH
PARKS & RECREATION

Old Business
None

New Business

<u>Discussion of changing the parking "meter" time in the WBOD. Currently 8:00 AM to 6:00PM, change to 10:00 AM to either 6:00 or perhaps 8:00 PM.(Requested by Commissioner Nagle)</u>

Not Discussed

Public Participation

None

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

Respectfully submitted,

Jennifer DeStefano

TOWNSHIP OF RADNOR Minutes of the Meeting of December 18, 2017

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

Elaine Schaefer, Vice President Donald Curley Luke Clark John Nagle James Higgins Sean Farhy

Absent: Richard F. Booker

Also Present: Robert A. Zienkowski, Township Manager; John Osborne, Treasurer; John Rice, Township Solicitor; William White, Assistant Township Manager & Finance Director; William Colarulo, Superintendent of Police; Kevin Kochanski, Community Development Director; Steve Norcini, Township Engineer; Tammy Cohen, Director of Community Programming and Recreation; Steve McNelis, Interim Public Works Director and Jennifer DeStefano, Executive Assistant to the Township Manager.

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

Notice of Executive Session preceding the Board of Commissioners meeting of December 18, 2017

There was not an Executive Session prior to the meeting.

1. Presentation of Freedom Medal by Marty Costello

Commissioner Schaefer presented Marty Costello with a Certificate of Appreciation. Martin Costello presented with his Freedom Medal which he received from Delaware County Veterans Memorial to Commissioner Schaefer in honor of all Radnor Township Residents.

Commissioner Schaefer presented Mr. Zienkowski with an award from ICMA for 25 years of public service.

- 2. Consent Agenda
- a) Acceptance of Department Monthly Reports
- b) Resolution #2017 139 SALDO Application #2017 S 08 1 Meadowood Drive Final Minor Final Subdivision
 - c) Resolution #2017-130 In Opposition to House Bill 1620, Entitled The "Wireless Infrastructure Deployment Bill"
- d) <u>Resolution #2017-134 Authorizing the Township to enter into agreement with David Broida for Seasonal Tennis</u>

 <u>Programming</u>
 - e) <u>Resolution #2017-135 Authorizing the Township to enter into agreement with Jump Start Sports, LLC for Seasonal Sports Programming</u>
 - f) Resolution #2017-136 Authorizing the Township to enter into agreement with Shining Knights, LTD for Seasonal Chess Programming
- g) Resolution #2017-137 Authorizing the Township to enter into agreement with Soccer Shots, LLC for Seasonal
 Soccer Programming
- h) <u>Resolution #2017-138 Authorizing the Township to enter into agreement with World Cup Sports Academy for</u>
 Seasonal Programming

Commissioner Clark made a motion to approve, seconded by Commissioner Curley, motion passed 6-0 with Commissioner Booker absent.

3. Recognition of Outgoing Treasurer and Commissioners

Staff presented Mr. Osborne with a Plaque of Acknowledgment for his years of service as Township Treasurer. The Commissioners also thanked him for his service. Mr. Osborne said a few words of thanks.

Staff presented Commissioner Curley with a Plaque of Acknowledgement for his years of service as Commissioner. The Commissioners also thanked him for his service. Commissioner Curley said a few words of thanks.

Staff presented Commissioner Schaefer with a Plaque of Acknowledgement for her years of service as Commissioner. The Commissioners also thanked her for her service. Commissioner Schaefer said a few words of thanks.

4. Public Participation

Christina Perrone – She thanked Township Treasurer, John Osborne as well as thanked Commissioner Curley and Schaefer for their hard work and service.

Roberta Winters - She thanked John Osborne, Commissioner Schaefer and Curley for their years of service.

Dave Falcone – He thanked Township Treasurer, John Osborne as well as thanked Commissioner Curley and Schaefer for their hard work and service.

Lisa Borowski – She thanked Commissioner Schaefer and Curley as well as John Osborne for their years of service.

Sarah Armstrong – She thanked her Father John Osborne as well as Commissioner Curley and Schaefer.

Colonel Church – He thanked John Osborne as well as Commissioner Schaefer and Commissioner Curley.

Alex Yannopolis – He also thanked John Osborne, Commissioner Schaefer and Commissioner Curley.

Dan Sherry, Wayne – He thanked Mr. Osborne for his hard work through his term.

Roy Perry – He thanked Commissioner Schaefer and Curley as well as Treasurer, John Osborne for their hard work.

Christina Perrone – She thanked for all the hard work on the Willows and would like to see it appear on the January 8th agenda.

Joe Reiser, Inverary – He commented regarding the pending project at the Willows.

Alex Yannopolis, Villanova – He commented about a statement made in an article in Main Line Media News.

Dan Sherry, Wayne – He also commented about an article in Main Line Media News as well as posts which were made by Commissioner Farhy on Facebook.

Toni Bailey – She commented regarding the discourse of the board and hopes it will change with the new board.

Sara Pilling, Garrett Avenue – She commented regarding social media slamming of people in Ward 7 by people that do not live in ward 7 needs to stop.

Dan Sherry – He commented regarding a comment made to him by Commissioner Schaefer's son.

5. Committee Reports

PERSONNEL & ADMINISTRATION - None
PARKS & RECREATION - None
FINANCE & AUDIT - None
COMMUNITY DEVELOPMENT - None
PUBLIC WORKS & ENGINEERING - None
PUBLIC SAFETY - None
LIBRARY - None
PUBLIC HEALTH

Commissioner Nagle commented that the Board of Health has drafted a "Chicken Ordinance". He would like to recommend that it is sent to the Planning Commission.

Old Business

Commissioner Curley and Commissioner Nagle asked that the parking ordinance for Wayne is amended to reflect that paid parking is moved from 8:30 to 9:30a.m. Staff was directed by consensus of the Board to prepare the ordinance for a change to the start time for parking in the WBOD to 9:30.

New Business

Commissioner Higgins read into record a letter of resignation effective immediately as Ward 1 Commissioner due to family health issues.

Commissioner Schaefer made a motion to formally accept Commissioner Higgins resignation, seconded by Commissioner Nagle.

The Commissioners thanked Commissioner Higgins for his work and wished him the best.

Public Comment

Jane Galli – She thanked Commissioner Higgins for his dedication and wished him and his family the best. She also offered her help to Commissioner Farhy.

Commissioner Schaefer called the vote, Motion passed 5-0 with Commissioner Higgins abstaining and Commissioner Booker absent.

Commissioner Schaefer announced that with Commissioner Higgins resignation it now creates a vacancy in Ward 1. Any interested residents that would like to serve and are a registered voter as well as lived in ward 1 for a year to please submit their letter of interest to Mr. Zienkowski, Township Manager, 301 Iven Avenue, Wayne, PA 19087.

<u>Public Participation - None</u>

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

Respectfully submitted, Jennifer DeStefano

TOWNSHIP OF RADNOR Minutes of the Reorganization Meeting of January 2, 2018

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

Commissioners Present

Jake AbelRichard BookerLisa BorowskiLuke ClarkSean FarhyJohn Nagle

Also Present: Robert A. Zienkowski, Township Manager; Kathryn Gartland, Treasurer; John Rice, Township Solicitor; Andrew Block, Deputy Superintendent of Police and Jennifer DeStefano, Executive Assistant to the Township Manager.

Presentation of Colors

Deputy Superintendent Block called for the Presentation of Colors.

Commissioner Clark called the meeting to order and led the assembly in the Pledge of Allegiance

1. Oath of Office to $2^{\underline{nd}}$ Ward Commissioner – Richard F. Booker

The Honorable Judge Ann A. Osborne administered the Oath of Office to Commissioner Richard Booker as 2nd Ward Commissioner, Radnor Township Board of Commissioners.

2. <u>Oath of Office to 4th Ward Commissioner – Lisa Borowski</u>

The Honorable Judge Ann A. Osborne administered the Oath of Office to Commissioner Lisa Borowski as 4th Ward Commissioner, Radnor Township Board of Commissioners.

3. <u>Oath of Office to 6th Ward Commissioner – Jacob Abel</u>

The Honorable Judge Ann A. Osborne administered the Oath of Office to Commissioner Jacob Abel as 6th Ward Commissioner, Radnor Township Board of Commissioners.

4. Oath of Office to Township Treasurer - Kathryn A. Gartland

The Honorable Judge Ann A. Osborne administered the Oath of Office to Kathryn A. Gartland as Township Treasurer, Radnor Township.

Deputy Superintendent Block called for the retiring of the Colors.

5. <u>Election of President</u>

Commissioner Farhy nominated Commissioner Lisa Borowski, seconded by Commissioner Nagle. Motion passed 6-0.

6. Election of Vice President

Commissioner Abel nominated Commissioner Luke Clark, seconded by Commissioner Booker.

Public Comment

Dan Sherry, Wayne – He commented regarding the above motion.

Commissioner Borowski called the vote, motion passed 6-0.

7. Appointment of the Township Solicitor

Commissioner Nagle made a motion to appoint John Rice, seconded by Commissioner Farhy.

Public Comment

Leslie Morgan, Farm Road – She commented regarding the need to review the Township Charter as well as to bid out Township Legal Counsel.

Patti Booker, Belrose Lane – She suggested a request for cost of services be provided to the residents similar to the School Board.

Dan Sherry, Wayne – He commented to his disagreement of the appointment of John Rice as Township Solicitor.

Kelly Martin – She commented regarding the need to go out for a request for proposal for legal counsel due to a few past actions.

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

8. Appointment of the Township Secretary and designation of an Assistant Secretary

Commissioner Clark made a motion to appoint Mr. Zienkowski as Township Secretary and Mr. White as Assistant Secretary, seconded by Commissioner Nagle. Motion passed 6-0.

9. Appointments to Chair and Members of Standing Committees

Commissioner Clark made a motion to table until January 8, 2018, seconded by Commissioner Booker. Motion passed 6-0.

Public Comment

Leslie Morgan, Farm Road – She asked for the Commissioners to explain the purpose of standing committees.

Commissioner Clark explained that these are subcommittee of the Board and that the Board is hoping to utilize them more this year.

Chip Layfield – He asked for Bud Hirsch name to be struck from reappointments.

10. Reappointments to Advisory Boards and Commissions

Commissioner Clark made a motion to table until January 8, 2018 meeting, seconded by Commissioner Booker.

Public Comment

Dan Sherry, Wayne – He spoke regarding the current ongoing ethics complaint and exhibit 6.

Chip Layfield – He commented regarding his concerns with reappointing Mr. Hirsch to the Zoning Hearing Board as he has appeared in political campaign material.

Kelly Martin, Rosemont – She commented regarding the ethics investigation review currently being undertaken by the Township Solicitor.

Leslie Morgan, Farm Road – She commented regarding the need for the public to hear the opinions of the newly elected Commissioners pertaining to the ethics investigation by the Township Solicitor.

Commissioner Borowski called the vote, motion passed 5-1 with Commissioner Nagle opposed.

11. Appointments to Boards & Commissions

Commissioner Clark made a motion to table until January 22, 2018 meeting, seconded by Commissioner Nagle.

Public Comment

Susan Stern – She commented regarding the Board being mostly new members as well as the tone and length of the meetings. She also gave a few suggestions of how to run the meetings more efficiently.

Dan Sherry, Wayne – He spoke regarding the need for new Commissioners to get "up to speed" on Township business.

Commissioner Borowski called the vote, motion passed 6-0.

12. Appointment of Vacancy Board Chairperson

Commissioner Nagle made a motion to appoint Dave Falcone to Vacancy Board, seconded by Commissioner Clark. There was a brief discussion amongst the Commissioners.

Public Comment

Kelly Martin, Rosemont – She spoke regarding her disagreement of the appointment of Mr. Falcone.

Chip Layfield, Wayne – He spoke in disagreement of the appointment of Mr. Falcone.

Dan Sherry, Wayne – He spoke in disagreement of the appointment of Mr. Falcone.

Commissioner Borowski called the vote, motion 5-1 with Commissioner Booker opposed.

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

Respectfully submitted, Jennifer DeStefano

RESOLUTION NO. 2018-01 RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA. AUTHORIZING THE TOWNSHIP TO ENTER INTO AN AGREEMENT WITH THE PENNSYLVANIA RECREATION & PARKS SOCIETY FOR 2018 SEASONAL DISCOUNT TICKET PROGRAM

WHEREAS, the Radnor Township Recreation & Community Programming Department offers various programs to improve the quality of life throughout the year; and

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

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

WHEREAS, the Township anticipates that the discount tickets will result in a contractual payment to the Pennsylvania Recreation & Parks Society that will exceed the \$7,500 threshold stipulated by the Home Rule Charter and therefore will require Board approval; and

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

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township to enter into an agreement with the Pennsylvania Recreation & Parks Society for their portion of the proceeds generated from the seasonal discount ticket program that is estimated to be \$15,000.00.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 16th day of January, 2018.

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

Radnor Township

PROPOSED LEGISLATION



DATE: January 2, 2018

TO: Board of Commissioners

FROM: Tammy Cohen, Director of Recreation & Community Programming



LEGISLATION: Resolution 2018-01 authorizing the Township to enter into an agreement with Pennsylvania Recreation & Parks Society for their portion of the proceeds generated through the seasonal discount ticket program.

LEGISLATIVE HISTORY: This is a one-time resolution that is specific to the seasonal discount ticket program in 2018. Since the program enrollment is anticipated to be high enough to cause Pennsylvania Recreation & Parks Society's portion to exceed \$7,500, the Charter requires that the Board formally approved the agreement.

PURPOSE AND EXPLANATION: The Recreation & Community Programming Department would like to work with the Pennsylvania Recreation & Parks Society to offer the community seasonal discount tickets to area attractions such as local ski destinations and amusement parks in 2018. It is anticipated that the amount of tickets purchased by members of the community will be high enough to cause the Pennsylvania Recreation & Parks Society's portion of the proceeds to exceed \$7,500. The purpose for the resolution is to satisfy the Charter requirement that any contract that exceeds \$7,500 must be formally approved by the Board of Commissioners.

FISCAL IMPACT: The impact of the seasonal discount ticket program is that it is anticipated that the Township will generate a specific per ticket fee (varies by type of ticket and destination) and a specific portion of each ticket fee will be contractually owed to the Pennsylvania Recreation & Parks Society, which is estimated to be \$15,000.00 for 2018. The specific costs of the tickets are aligned to cover the full cost of the proposed contract included in this Resolution. The anticipated cost for the seasonal discount tickets with the Pennsylvania Recreation & Parks Society has been budgeted under the *Recreation Programming – Programs* area of the Township 2018 Budget under *Contractual Services*.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the January 16th, 2018 Board of Commissioner's Meeting.

RESOLUTION NO. 2018-02 RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA. AUTHORIZING THE TOWNSHIP TO ENTER INTO AN AGREEMENT WITH THE BRANDYWINE LEARNING CENTER, LLC. FOR SEASONAL HARRY POTTER PROGRAMMING.

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

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

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

WHEREAS, the Township anticipates that the seasonal Harry Potter programming will result in a contractual payment to the Brandywine Learning Center, LLC. that will exceed the \$7,500 threshold stipulated by the Home Rule Charter and therefore will require Board approval; and

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

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township to enter into an agreement with the Brandywine Learning Center, LLC. for their portion of the proceeds of the seasonal Harry Potter Programming that estimated to be \$20,000.00.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 16th day of January, 2018.

		RADNOR TOWNSHIP	
	By:		
	,	Name: Lisa Borowski	
		Title: President	
ATTEST:			
Name: Robert A. Zienkowski			

Title: Township Manager/Secretary

Radnor Township

PROPOSED LEGISLATION



DATE: January 2, 2018

TO: Board of Commissioners

FROM: Tammy Cohen, Director of Recreation & Community Programming



LEGISLATION: Resolution 2018-02 authorizing the Township to enter into an agreement with Brandywine Learning Center, LLC. for their portion of the proceeds generated through the seasonal Harry Potter programming.

LEGISLATIVE HISTORY: This is a one-time resolution that is specific to the seasonal Harry Potter programming in 2018. Since the program enrollment is anticipated to be high enough to cause Brandywine Learning Center, LLC.'s portion to exceed \$7,500, the Charter requires that the Board formally approves the agreement.

PURPOSE AND EXPLANATION: The Recreation & Community Programming Department would like to work with Brandywine Learning Center, LLC. to run the seasonal Harry Potter programming in 2018. It is anticipated that the enrollment for the seasonal Harry Potter programming will be high enough to cause Brandywine Learning Center, LLC.'s portion of the proceeds to exceed \$7,500. The purpose for the resolution is to satisfy the Charter requirement that any contract that exceeds \$7,500 must be formally approved by the Board of Commissioners.

FISCAL IMPACT: The impact of the seasonal Harry Potter programming is that it is anticipated that the Township will generate 27% of the total programming sales (plus 100% of non-resident fees) and that 73% of the proceeds is contractually owed to Brandywine Learning Center, LLC, which is estimated to be \$20,000.00 for 2018. The Township collects fee based revenue from program participants that are aligned to cover the full cost of the proposed contract included in this Resolution. The anticipated cost for the seasonal Harry Potter programming with Brandywine Learning Center, LLC. has been budgeted under the *Recreation Programming – Programs* area of the Township 2018 Budget under *Contractual Services*.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the January 16th, 2018 Board of Commissioner's Meeting.

RESOLUTION NO. 2018-03 RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP TO ENTER INTO AN AGREEMENT FOR THE RECREATION & COMMNITY PROGRAMMING DEPARTMENT USAGE OF RADNOR TOWNSHIP SCHOOL DISTRICT FACILITIES AND STAFFING SUPPORT SERVICES FOR THE 2018 SUMMER CAMP SEASON.

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

WHEREAS, the Township annually utilizes the Radnor Township School District facilities in order to deliver the high-quality programming that it offers to the residents of Radnor Township; and

WHEREAS, the Radnor Township School District has implemented and assessed a facility usage fee and staffing support services fee to Radnor Township that impacts the summer 2018 camp season that is anticipated to be around \$20,000.00; and

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

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township to enter into an agreement for the Recreation & Community Programming Department usage of Radnor Township School District School Facilities and Staffing Support Services for the summer 2018 camp season.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 16th day of January, 2018.

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

Radnor Township

PROPOSED LEGISLATION



DATE: January 2, 2018

TO: Board of Commissioners

FROM: Tammy Cohen, Director of Recreation & Community Programming



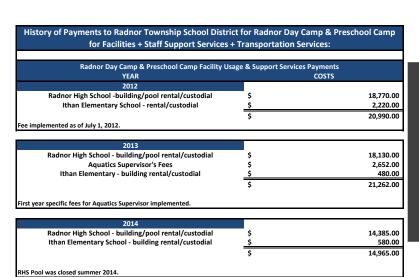
LEGISLATION: Resolution 2018-03 Authorizing the Township to Enter into an Agreement for Recreation & Community Department Usage of Radnor Township School District Facilities and Staffing Support Services for the summer 2018 camp season.

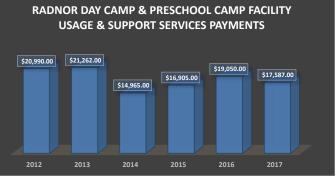
LEGISLATIVE HISTORY: This is a one-time resolution that is specific to the summer 2018 camp season usage. Since the anticipated cost for usage of Radnor Township School District facilities and staffing support services will exceed \$7,500, the Charter requires that the Board formally approved the contract agreement.

PURPOSE AND EXPLANATION: The Recreation & Community Programming Department would like to use Radnor Township School District's facilities and staffing support services for the summer 2018 for summer camps. Radnor Township School District has implemented and assessed a facility usage fee and staffing support services fee to Radnor Township that impacts the summer 2018 camp season and is anticipated to be around \$20,000.00 (see attached history of payments to Radnor Township School District along with letter from RTSD that indicates a potential increase to the fees). The purpose for the resolution is to satisfy the Charter requirement that any contract that exceeds \$7,500 must be formally approved by the Board of Commissioners.

FISCAL IMPACT: The impact of the cost is anticipated be around \$20,000.00 for Radnor Township School District facility usage and staffing support services for the summer 2018 camp season and will be directly covered by the programming sales generated from participants who register for the camp. The anticipated cost for Radnor Township School District facility usage has been budgeted under the *Recreation Programming – Programs* area of the Township 2018 Budget under *Contractual Services: Rentals*.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the January 16th, 2018 Board of Commissioner meeting.





2015	
Radnor Elementary School - building rental	\$ 16,905.00
Radnor High School Pool rental/custodial (in cost above)	
	\$ 16,905.00
	·

RES was used for both programs in 2015 due to RHS construction.

2016		
Radnor Elementary School - building rental/custodial	\$	14,000.
Radnor High School Pool - rental/custodial Radnor High School Pool - site supervisor fees assessed at \$3,111.00	\$)	2,250.
and were later settled in 2017 at:	\$	2,000.
Radnor Middle School - rental/custodial	\$	800.
	\$	19,050.
RES was used for both programs in 2016.		

2017	
Radnor Elementary School - building rental/custodial	\$ 12,200.00
Radnor High School Pool - rental/custodial IM Pools Management, Inc. (Radnor High School Pool) - site	\$ 2,200.00
supervisor fees assessed directly by pool management company	\$ 2,652.00
Radnor Middle School - rental/custodial	\$ 535.00
	\$ 17,587.00
No Preschool Camp Summer 2017.	

2018	
Radnor Elementary School - building rental/custodial	\$ -
Radnor High School Pool - rental/custodial	\$ -
IM Pools Management, Inc. (Radnor High School Pool) - site	
supervisor fees assessed directly by pool management company	\$ -
Radnor Middle School - rental/custodial	\$ -
	Estimated at \$20,000
No Preschool Camp Summer 2018.	

YEAR		COSTS
2012	\$	14,396.89
2013	\$	14,973.79
2014	\$	18,833.16
2015	\$	24,103.73
2016	\$	26,996.10
2017	\$	29,108.60
2018	Estima	ted at \$35,000

% increase/decrease from prior year

26%
28%
12%
8%
annual average
18%





School District of the Township of Radnor Business Administrator Right to Know Office

Administration Bldg · 135 S. Wayne Ave., Wayne, PA 19087 610-688-8100 · Fax 610-688-6264 · www.rtsd.org

October 10, 2017

Tammy Cohen Radnor Township 301 Iven Avenue Wayne, PA 19087

Dear Tammy,

You may have heard our School Board Facilities Committee has been reviewing the district's Policy 707: "Use of School Equipment and Facilities" related fees, and the application process.

Part of this review will include a recommendation from district administration to the Facilities Committee in March or April of 2018 which may include changes to the current "User Classifications" and the associated fees. These are the fees community groups and other who utilize our facilities are required to pay. In the event changes to the fee structure are approved, the district will communicate these changes to your group in advance of implementation.

The district believes strongly in supporting the use of our facilities by non-district organizations, especially groups made up of Radnor community members. The purpose of our review is to improve the facilities rental process and ensure that costs are covered.

As a current user of district facilities, your input is important to us. If you have input you believe we should consider or may assist us in this review, please contact me at 610-688-8100 extension 6134 or by email at michelle.diekow@rtsd.org.

Sincerely,

Michelle A. Diekow

Michelle A. Diekow, PRSBA Business Administrator

RESOLUTION NO. 2018-04 RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP TO ENTER INTO AN AGREEMENT FOR RECREATION AND COMMUNITY PROGRAMMING DEPARTMENT USAGE OF RADNOR TOWNSHIP SCHOOL DISTRICT TRANSPORTATION SERVICES FOR RADNOR DAY CAMP 2018.

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

WHEREAS, the Township annually offers the Radnor Day Camp six-week program to the Radnor Township community with school bus transportation services including service to and from the camp for participants and weekly transportation services for trips and events;

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

WHEREAS, the Township would like to work with Radnor Township School District to provide transportation services for Radnor Day Camp and anticipates that the agreement to do so for summer 2018 will result in a payment to Radnor Township School District that will exceed the \$7,500 threshold stipulated by the Home Rule Charter and therefore will require Board approval; and

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

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor Township School District transportation services for Radnor Day Camp 2018 which is estimated to be \$35,000.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 16th day of January, 2018.

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

Radnor Township

PROPOSED LEGISLATION



DATE: January 2, 2018

TO: Board of Commissioners

FROM: Tammy Cohen, Director of Recreation & Community Programming



LEGISLATION: Resolution 2018-04 Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor Township School District transportation services for Radnor Day Camp 2018.

LEGISLATIVE HISTORY: This is a one-time resolution that is specific to an agreement for transportation services for Radnor Day Camp with Radnor Township School District for the Sumer 2018. Since the transportation services agreement for the program is anticipated to exceed \$7,500, the Charter requires that the Board formally approved the agreement.

PURPOSE AND EXPLANATION: The Recreation & Community Programming Department would like to enter into an agreement with Radnor Township School District for transportation services for Radnor Day Camp for the summer 2018. It is anticipated that the transportation agreement for the program is anticipated to exceed \$7,500. This is due to the level and amount of transportation services for the program requiring the use of school bus services for daily transportation to and from the camp along with the school bus services for the weekly trips and events that are offered to campers. The purpose for the resolution is to satisfy the Charter requirement that any agreement that exceeds \$7,500 must be formally approved by the Board of Commissioners.

FISCAL IMPACT: The impact of the transportation services agreement with Radnor Township School District is that it is anticipated that the final cost will be estimated to be \$35,000 – this amount is calculated based on the assumptions and average of increases that have occurred from 2012 to 2017 (see attached history of payments to Radnor Township School District). The full cost will be directly covered by programming sales generated from the registration fees for Radnor Day Camp. The anticipated cost for the Radnor Township School District transportation services has been budgeted under the *Recreation Programming – Programs* area of the Township 2018 Budget under *Contractual Services: Rentals*.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the January 16th, 2018 Board of Commissioner's Meeting.

RESOLUTION NO. 2018-08 RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE EXTENSION OF AN AGREEMENT FOR PAYMENTS IN LIEU OF TAXES FOR JEWISH FEDERATION OF GREATER PHILADELPHIA

WHEREAS, the Jewish Federation of Greater Philadelphia is the owner of certain real property bearing folio numbers 36-05-02858-00 and 36-05-02858-01 and situate at 270 Bryn Mawr Avenue, Bryn Mawr, Radnor Township, Delaware County, Pennsylvania (hereinafter "Property").

WHEREAS, by Payment in Lieu of Taxes ("PILOT") Agreement which became effective on May 26, 2011 (the "Agreement"), the parties to the Agreement, including Radnor Township, agreed to the Assessment for the Property and to the Annual PILOT Payment and Annual Supplemental Payment that were due and payable each year of the term of the Agreement.

WHEREAS, under the Agreement, the Annual PILOT Payment was to continue annually until at least December 31, 2017 and indefinitely thereafter unless, after December 31, 2017, any party initiated proceedings to challenge the fair market value, the assessment amount and/or the tax exemption applicable to the Property.

WHEREAS, the Agreement expired on December 31, 2017, yet all parties to the Agreement wish to extend its terms for an additional two-year period expiring on December 31, 2019, under terms identical to the original Agreement as more particularly set forth in the Amendment to Payment in Lieu of Taxes Agreement attached hereto and incorporated herein by reference as Exhibit "A."

NOW, THEREFORE, be it resolved that the Board of Commissioners of Radnor Township approves the Amendment to Payment in Lieu of Taxes Agreement and authorizes its execution.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 16th day of January, 2018.

		RADNOR TOWNSHIP	
	By:		
ATTEST:		Name: Lisa Borowski Title: President	

AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT

This Amendment to Payment in Lieu of Taxes Agreement (hereinafter "Amendment") dated as of August 1, 2017, is by an between Radnor Township School District (hereinafter "School District"), the Township of Radnor (hereinafter "Township"), the County of Delaware (hereinafter "County," and along with the School District and the Township, the "Taxing Authorities") and the Jewish Federation of Greater Philadelphia (hereinafter "Jewish Federation"), collectively the "Parties."

WHEREAS, the Jewish Federation is the owner of certain real property bearing folio numbers 36-05-02858-00 and 36-05-02858-01 and situate at 270 Bryn Mawr Avenue, Bryn Mawr, Radnor Township, Delaware County, Pennsylvania (hereinafter "Property").

WHEREAS, by Payment in Lieu of Taxes Agreement which became effective on May 26, 2011 (the "Agreement"), the Parties agreed to the Assessment for the Property and to the Annual PILOT Payment and Annual Supplemental Payment that would be due and payable each year of the term of the Agreement.

WHEREAS, under the Agreement, the Annual PILOT Payment shall continue annually until at least December 31, 2017 and indefinitely thereafter unless, after December 31, 2017, any party initiates proceedings to challenge the fair market value, the assessment amount and/or the tax exemption applicable to the Property.

WHEREAS, the Agreement is scheduled to expire on December 31, 2017, and the parties wish to extend the Agreement for a two-year period expiring on December 31, 2019.

WHEREAS, any capitalized terms not defined in this Amendment shall have the same meanings ascribed to them in the Agreement.

NOW, THEREFORE, the Parties, intending to be legally bound hereby for themselves, their successors and assigns, do hereby enter into this Amendment and agree as follows:

- Extension of Agreement. The Agreement shall stay in effect through December 31,
 2019.
- <u>Assessments</u>. During the term this Agreement, the Property will continue to have an underlying fair market value of \$30,000,000 and an assessment of \$19,260,000. The Jewish Federation shall continue to make an Annual PILOT Payment based on a taxable assessment of \$6,741,000, with such payments to be calculated on the respective millage rates in effect for each of the Taxing Authorities.
- 3. <u>Annual Supplemental Payment</u>. Each of the Taxing Authorities acknowledges that the Jewish Federation has made all of the Annual Supplemental Payments, except for the Annual Supplemental Payment payable for 2017, which is due by December 31, 2017. The Supplemental Annual Payments are due for 2017 in the following amounts: \$52,400 for the School District; \$13,474 for the County; and \$8,983 for the Township. Except for the Annual Supplemental Payment due for 2017, no additional Annual Supplemental Payments will be due. As provided in Section 6 of the Agreement, the Jewish Federation may request that real estate tax bills be sent directly to the American College, a tenant on a portion of the Property, and the Taxing Authorities agree to accept payment directly from the American College.
- 4. <u>No Further Amendments</u>. Except as specifically amended by this Amendment, the Agreement remains in full force and effect, including Section 10 thereof.
- 5. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, all of which shall together be one instrument, and all of which shall be considered duplicate originals.

A signed, faxed or electronically transmitted (PDF) copy of this Agreement shall have the same force and effect as the original signed Amendment.

IN WITNESS WHEREOF, the parties hereto have set their signatures to this Amendment as of the date set forth above.

RADNOR TOWNSHIP SCHOOL DIST	RICT
By:	
Name:	•
Title:	
JEWISH FEDERATION OF GREATER	PHILADELPHIA
By:	
Name:	
Title:	
COUNTY OF DELAWARE	
By:	
Name:	
Title:	
TOWNSHIP OF RADNOR	
By:	
Name:	
Title:	

Radnor Township

PROPOSED LEGISLATION



DATE: December 21, 2017

TO: Board of Commissioners

FROM: William M White, Finance Director Director From the Control of the Control

LEGISLATION: Resolution 2018-08 approving the extension of an agreement for the payment in lieu of taxes for the Jewish Federation of Greater Philadelphia

LEGISLATIVE HISTORY: In 2011, the Board of Commissioners entered into a PILOT agreement with the Jewish Federation of Greater Philadelphia (agreement attached).

PURPOSE AND EXPLANATION: The purpose of the resolution is to extend the agreement, which expired on December 31, 2017, for another two years, through December 31, 2019.

FISCAL IMPACT: This resolution will ensure that the Township continues to receive the annual PILOT payment of approximately \$26,500.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this Resolution at the January 16, 2018 meeting.



PAYMENT IN LIEU OF REAL ESTATE TAXES AGREEMENT

This Payment in Lieu of Real Estate Taxes Agreement (hereinafter "Agreement") is by and between the Radnor Township School District (hereinafter "School District"), the Township of Radnor (hereinafter "Township"), the County of Delaware (hereinafter "County," and along with the School District and the Township, the "Taxing Authorities") and the Jewish Federation of Greater Philadelphia (hereinafter "Jewish Federation"), collectively the "Parties."

WHEREAS, the Jewish-Federation is the owner-of certain-real property-bearing folio numbers 36-05-02858-00 and 36-05-02858-01 and situate at 270 Bryn Mawr Avenue, Bryn Mawr, Radnor Township, Delaware County, Pennsylvania (hereinafter "Property").

WHEREAS, the District, on behalf of the Taxing Authorities, appealed from the decision of the Delaware County Board of Assessment Appeals holding the entire Property tax-exempt, and was granted a trial de novo before the Court of Common Pleas of Delaware County, docket number 07-15448.

WHEREAS, the Jewish Federation believes that the Property should be deemed real estate tax-exempt, due to its purely public charity status;

WHEREAS, the Taxing Authorities believe that the Property should not be deemed fully tax-exempt.

WHEREAS, the Parties hereto now desire to fully resolve this matter and memorialize their agreement in writing.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby for themselves, their successors and assigns do hereby enter into this Agreement as follows:

- 1. The Parties desire to resolve their differences regarding any real estate taxexemption entitlement of the Property in order to avoid the costs of uncertainties of
 further litigation. The parties understand and hereby agree that this settlement is the
 compromise of disputed claims and that nothing herein is to be construed as an admission
 on the part of any Party hereto. All Parties have agreed to settle this matter in accordance
 with the Stipulation/Order and solely to avoid the expense and burden of further
 litigation.
- 2. The Property will be tax-exempt with an underlying fair market value of \$30,000,000 and an assessment of \$19,260,000.
- 3. Upon the commencement dates set forth in Paragraph 4 below, the Jewish Federation agrees to annually pay, in lieu of taxes, thirty-five percent (35%) of all amounts as would be otherwise due each of the School District, Township and County, for any given tax year were the Property fully taxable and assessed at \$19,260,000 (hereinafter "Assessment"). The calculation for this payment is derived by multiplying the Assessment by thirty-five percent (35%), resulting in a taxable assessment of \$6,741,000, and multiplying that value by the Taxing Authorities' properly calculated millage rates (the "Annual PILOT Payment") for the given year. For example, for the tax year 2011, the millage rate for the School District is 20.4085, the millage rate for the Township is 3.6411, and the millage rate for the County is 5.184. Based on the millage rates in effect for the tax year 2011, the Annual PILOT Payment of Jewish Federation for

the year 2011 would be \$137,574 to the School District, \$24,545 to the Township, and \$34,945 to the County.

- 4. The year for which the Annual PILOT Payment shall commence is the 2011-2012 school year for the School District (effective July 1, 2011), and the 2011 calendar year for the Township and County (effective January 1, 2011), and shall continue annually thereafter until this agreement is otherwise terminated as more specifically provided for hereafter.
- 5. In addition to the Annual PILOT Payment, the Jewish Federation agrees to make a supplemental payment of \$524,000, in annual payments of \$74,857 for a period of seven (7) years, with the first annual payment beginning December 31, 2011 and continuing on each anniversary thereof until December 31, 2017. The annual supplemental payment of \$74,857 (the "Annual Supplemental Payment") shall be divided among the Taxing Authorities as follows: \$52,400 to the School District, \$8,983 to the Township and \$13,474 to the County. The aggregate supplemental payment of \$524,000 represents full payment and satisfaction of all real estate taxes on the Property for all periods prior to the commencement dates set forth in Paragraph 4 above.
- 6. For purposes of the thirty-five percent (35%) PILOT allocation set forth in paragraph 3, it is agreed that said allocated portion of the Property shall consist of the leasehold interest of the American College and the real property it so occupies. At its option, the Jewish Federation may request that real estate tax bills be sent directly to the American College, and the Taxing Authorities agree to accept payment directly from the American College. However, in no event shall such allocation to the American College relieve the Jewish Federation of its obligations to make payments as set forth herein. In

its exercise of the aforesaid option, the Jewish Federation hereby waives any and all rights it may have with regard to notice of any and all associated real estate tax bills and it shall be the sole responsibility of the Jewish Federation and not the Taxing Authorities to confirm that the American College has tendered the appropriate payments pursuant to this Agreement.

- 7. All Annual PILOT Payments shall be made directly to the School District, Township and County according to the respective real estate tax millage rate for each then in effect as applied to the \$6,741,000 taxable assessment.
- 8. In order to effectuate the proper Annual PILOT Payments, the Jewish-Federation shall pay to the School District, Township and County, their respective appropriate amounts due hereunder and as set forth in paragraphs 3 through 5 hereinabove, within one-hundred and twenty (120) days of the issuance of the Taxing Authorities' respective tax bills without any penalty or interest.
- 9. If the Jewish Federation does not make an Annual PILOT Payment, as set forth herein by the dates set forth in Paragraph 8 above, then interest, at the rate of six percent (6%), shall accrue until payment is made in full.
- 10. If the Jewish Federation fails to make an Annual PILOT Payment to the School District, the Township and/or the County by December 31, of the then current tax year, then the School District, Township and/or the County may confess judgment against the Jewish Federation, to include principal owed and any interest and penalty incurred, in the Court of Common Pleas of Delaware County, Pennsylvania or in any proper District Court of Radnor Township. If the School District, Township, and/or County are required to pursue such confession of judgment, then the foregoing confessed judgment shall

include the reimbursement to the School District, Township, and/or County as applicable, of their reasonable counsel fees and costs incurred in the course of such collection efforts provided. This fee and cost pertains only to pursuit of confessed judgment and does not extend to any other legal proceeding under this Agreement.

- 11. Interest shall be divided among the Taxing Authorities according to principal amounts owed to each. Any penalty assessed shall be divided among the Taxing Authorities according to the respective real estate tax millage rate of each then in effect.
- 12. In exchange for the Annual PILOT Payments, and other good and valuable consideration—the—receipt—and—sufficiency—of—which—is—hereby—acknowledged,—the—School District, Township and the County agree to provide such services to the Jewish Federation and the Property in a manner consistent with the manner in which School District, Township, and County provide such services to other properties, taxpayers, and/or residences through the Radnor Township School District, Radnor Township and County of Delaware.
- 13. Each of the Taxing Authorities shall withdraw their appeals to the Delaware County Court of Common Pleas.
- 14. The parties hereto acknowledge that the Jewish Federation has or will cause to be recorded, in the Office of the Recorder of Deeds in and for Delaware County, appropriate documentation creating a covenant running with the land in order to assure the Taxing Authorities that the agreements as set forth in this Agreement remain binding on the Jewish Federation and its successors and assigns until such time as this Agreement is terminated as set forth herein. To effectuate the continuation of this Agreement pursuant to this paragraph, the Jewish Federation, upon transfer of title to the Property or

a portion thereof shall assign its rights and obligations hereunder to such successors and/or assigns and this Agreement shall be binding thereon. Additionally, any transfer or assignment of a leasehold interest in the Property or a portion thereof shall have no effect on this Agreement, and this Agreement shall continue to apply and remain binding on the Taxing Authorities and the Jewish Federation.

- a for-profit entity or to any entity that does not qualify as tax-exempt under the Institutions of Purely Public Charities Act (10 P.S. Sections 371-385 (Act 55)), the HUP test as established by the Pennsylvania Supreme court in *Hospital Utilization Project v. Commonwealth*, 487 A2d 1306 (Pa. 1985)) and/or the General County Assessment Law (72 P.S. §5020-1, *et seq.*), then this Agreement shall be terminated and of no further force or effect, except that the Jewish Federation shall be liable to make all Annual PILOT Payments, and any interest and penalty, due and owing as of the time of the conveyance of title.
- subsequently take title to the Property, lose its Internal Revenue Code §501(c)(3) designation or its non-profit corporate status then this Agreement shall be terminated and of no further force or effect except that the Jewish Federation shall be liable to make all Annual PILOT Payments, and any interest and penalties, due and owing as of the time of the loss of one of the foregoing designations and or statutes. The Jewish Federation or a related entity, shall notify the Radnor Township School District, Radnor Township and the County of Delaware in writing of the loss of its Internal Revenue Code §501 (c)(3) designation or its non-profit corporate status within then (10) business days of such loss.

- 17. In the event that the Jewish Federation should file for bankruptcy under any applicable section of the United State Bankruptcy Code during the life of this Agreement, then this Agreement shall be immediately terminated and of no further force or effect, except that the Jewish Federation shall be liable to make all Annual PILOT Payments, and any interest and penalty due and owing as of the date of filing for bankruptcy.
- 18. In the event this Agreement is terminated, the Jewish Federation shall remain responsible thereafter for making all outstanding Annual Supplemental Payments due under Paragraph 5 of this Agreement.
- 19. Prior to December 31, 2017, unless this Agreement is otherwise terminated as set forth herein, no party shall initiate proceedings to challenge the fair market value, assessment amount or the 65% tax-exemption agreed to herein (except as to errors in mathematical computations). At any time after December 31, 2017, any party can unilaterally terminate this Agreement by initiating proceedings to challenge the fair market value, the assessment amount and/or the tax-exemption applicable to the Property.
- 20. This Agreement may be executed in one or more counterparts, all of which together shall be one instrument, and all of which shall be considered duplicate originals. A signed, fax copy of this Agreement shall have the same force and effect as the original, signed agreement.
- 21. This Agreement constitutes the full and complete agreement between the Parties with respect to its subject matter. The terms and provisions of this Agreement are contractual and not mere recitals. Except for the Parties Stipulated Order and as

otherwise expressly provided herein, this Agreement supersedes all prior agreement, understanding and discussions relating to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter hereof between the Parties that are not fully expressed or incorporated by reference herein. This Agreement may be amended, modified or waived only by an agreement in writing signed by all Parties.

-SIGNATURES-ON-FOLLOWING-PAGE-

Agreement as of the dates set forth below.

RADNOR TOWNSHIP SCHOOL DIS By: Datuero, J. Down Name: PATRICIA A. BOOK Title: SCHOOL BOARD PRES Date: 5/24/2011	- LER	
JEWISH FEDERATION OF GREATI	ER PHILADELPHIA	
Ву:		
Name:		
Title:	•	
Date:	•	
COUNTY OF DELAWARE		
By:		
Name:		
Title:		
Date:		
TOWNSHIP OF RADNOR		
Ву:		
Name:		
Title:		
Date:		

Agreement as of the dates set forth below.

RADNOR TOWNSHIP SCHOOL DISTRICT

By:
Date:
JEWISH FEDERATION OF GREATER PHILADELPHIA
By full lifus
Name: Ira Schwartz
Title: Chief Executive Officer Date: 5/19/11
Date, <u>3/13/11</u> .
COUNTY OF DELAWARE
By:
Name:
Title:
Date:
•
TOWNSHIP OF RADNOR
Ву:
Name:
Title:
Date:

Agreement as of the dates set forth below.

Title: _______

RADNOR TOWNSHIP SCHOOL DISTRICT

By:			
Name:			
Title:			
Date:			
JEWISH FEDERATION OF GREATE			
By:		 	
Name:			
Title:			
Date:			
COUNTY OF DELAWARE			*
By: Mana Locali			
Name: Wana Saadzai'			
Title: Assi Delaware (cunty		
Date: May 25, 2011	,		
TOWNSHIP OF RADNOR			
By:			
Name:			

Agreement as of the dates set forth below.

RADNOR TOWNSHIP SCHOOL DISTRICT

Ву:
Name:
Title:
Date:
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JEWISH FEDERATION OF GREATER PHILADELPHIA
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Ву:
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COUNTY OF DELAWARE
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TOWNSHIP OF RADNOR
By bhu. Tun
Name Toba W Fisher
Title: Pres, BOC



Excellence Delivered As Promised

Date: December 11, 2017

To: Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

RE: 123 Hickory Lane– Stormwater Waiver Request

Grading Permit Application – GP 17-178

The applicant has submitted a grading permit for the removal of a 320 SF existing deck, and the construction of a 576 SF one-story addition located the rear of the existing home.

The applicant is requesting a waiver of §245-22 of the Township's Stormwater Management Ordinance which requires the maximizing of the ground water recharge capacity of the area being developed.

The applicant has performed infiltration testing at one (1) location on the site. The required infiltration is not feasible due to the infiltration testing results of zero inches per hour. The applicant is proposing to direct runoff from the proposed addition into an existing drainage channel located on the southeast side of the property.

The applicant has requested to appear before the Board of Commissioners to request a waiver from the above mentioned section of the Ordinance.

In addition to the waiver request, the applicant must address the following item(s) prior to the issuance of the Grading Permit:

1. The applicant must address the remaining grading permit review comments per the Gannett Fleming emails dated October 23, 2017 and December 6, 2017.

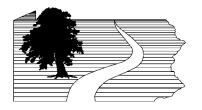
If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

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





Penn's Trail Environmental, LLC

21 E. Lincoln Ave-Suite 160 Hatfield, PA 19440

Phone: (215) 362-4610 Fax: (215) 362-4620

December 1, 2017

e-mail: staff@pennstrail.com

Mr. Steve Norcini, P.E. Radnor Township Engineer 301 Iven Avenue Wayne, PA 19087

RE: Request for Waiver Proposed Stormwater Facility 123 Hickory Lane Radnor Twp., Delaware Co., PA PTE # 3204

Dear Mr. Norcini:

On behalf of Catherine Wilkinson, owner of the property at 123 Hickory Lane, we are hereby requesting a waiver from Section 245-22 of the Radnor Township Stormwater Management Ordinance which requires the maximizing of the ground water recharge capacity of the area being developed. The ordinance requires the design of infiltration facilities to consider ground water recharge to compensate for the reduction in the recharge that occurs when the ground surface is disturbed or impervious surface is created.

The ordinance recognizes that infiltration may not be feasible on every site due to site-specific limitations such as soil type and states that the design professional is responsible to show that this cannot be physically accomplished.

Soil tests conducted on the site on November 2, 2017 showed that it was not feasible to provide the required percolation because of mottled soils, high ground water and infiltration testing results of zero. Stormwater can be redirected to an existing drainage ditch that currently collects stormwater from this lot and existing neighboring developed lots and flows along the southern property line.

We trust that this request can be considered for this site and can be approved by the Board of Commissioners if necessary at their next meeting. Should you have any questions or require any additional information, please let me know.

Sincerely,

Penn's Trail Environmental, LLC

Paul A. Golrick

Soil Scientist/Geologist

Taul A. Collice

cc: Andrew Allen

Matt Prusko, Gannett Fleming, Inc.

APPLICATION FOR GRADING PERMIT

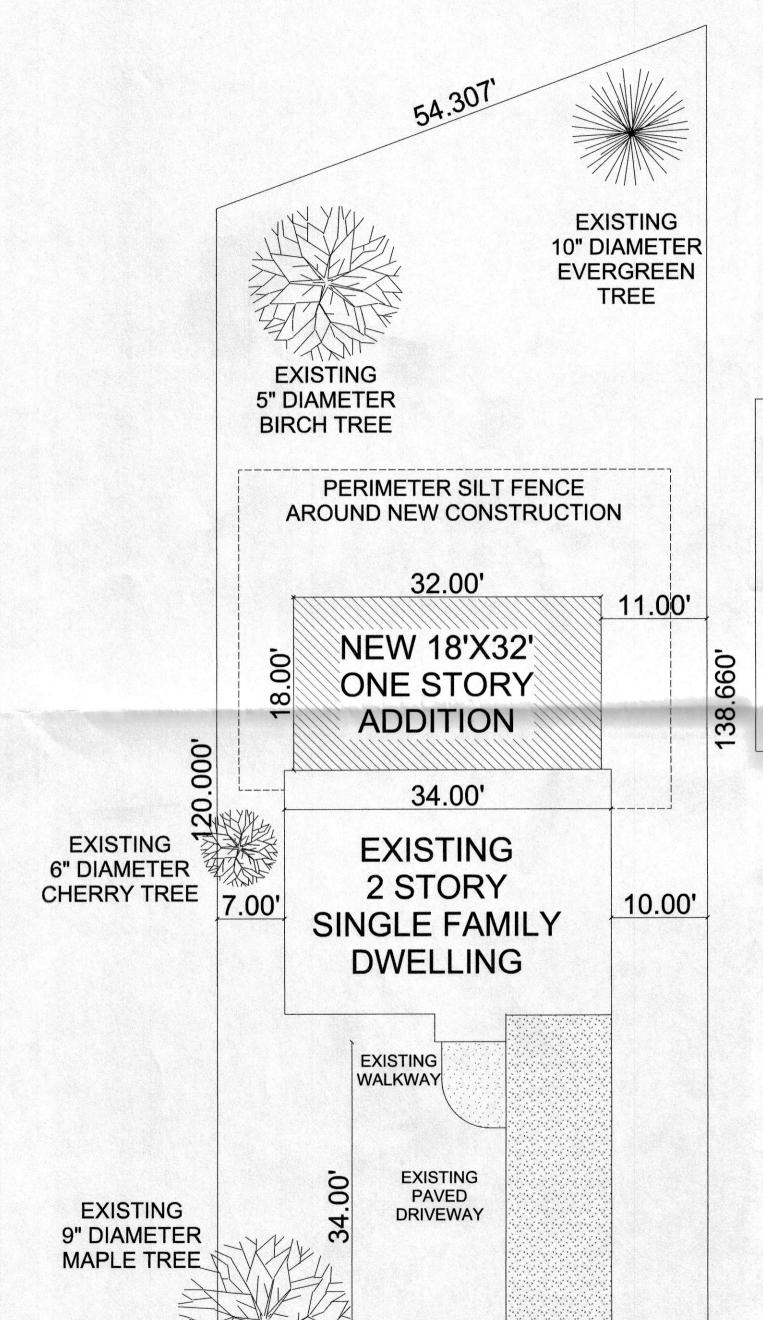
RADNOR TOWNSHIP ENGINEERING DEPARTMENT

The undersigned hereby makes application for Grading Permit under Chapter 175 and any amendments thereof.

TOWNSHIP USE ONLY

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ONE STORY REAR ADDITION FOR THE STEWART RESIDENCE 123 HICKORY LANGENSTREED ADDITION, PA STANDARD FILTER FABRIC FENCE (18" HIGH)



51.000

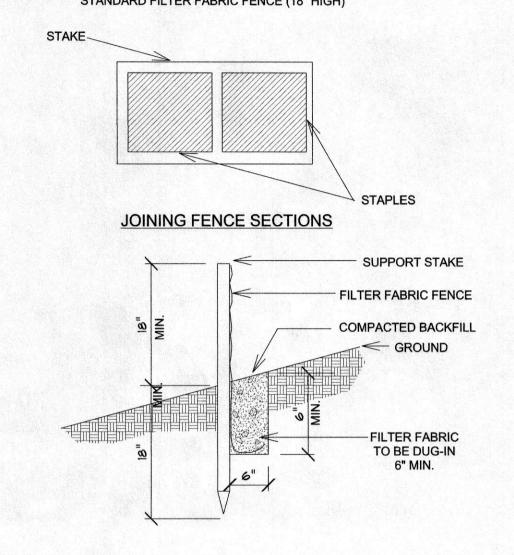
HICKORY LANE

123 HICKORY LANE RADNOR TOWNSHIP DELAWARE COUNTY

LOT SIZE	6,596SF
EXISTING BLDG	1,020SF
NEW ADDITION	576SF
TOTAL BLDG COVERAGE	1,596SF
	24.2%
EXISTING PAVED DRIVE	350SF
EXISTING FRONT WALK	75SF
EXISTING WALK	2,021SF
TOTAL IMPERVIOUS	30.6%

The state of the s	
ZONE	R4
FRONT YARD	30'
REAR YARD	30'
SIDE YARDS	12'/30'
BUILDING COVERAGE	30%
MAX, IMPERVIOUS	40%

SITE PLAN 1" = 10'



18" STANDARD FILTER FABRIC FENCE DETAIL

FILTER FABRIC FENCE MUST BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE BARRIER MUST BE EXTENDED AT LEAST 8' UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT.

SEDIMENT MUST BE REMOVED WHEN ACCUMULATIONS REACH 1/2 THE ABOVE

ANY SECTION OF FILTER FABRIC FENCE WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET.

CONTRACTOR SHALL INSTALL SILT FENCE ALONG PERIMETER PRIOR TO ANY EXCAVATION

EXISTING GRADING SHALL NOT BE MODIFIED OR ALTERED

EXISTING TREES WILL NOT BE DISTURBED AND ARE NOT CLOSE TO THE AREA OF CONSTRUCTION

CURRENT CONDITIONS HAVE MINIMAL SLOPES AS LOT IS FAIRLY LEVEL

CONTRACTOR SHALL REMOVE ALL EXCAVATED MATERIAL FROM SITE

EARTH DISTURBANCE FOR NEW FOUNDATION WILL BE LIMITED TO LESS THAN 300SF ASSUMING A 2' WIDE TRENCH & LESS THAN 15 CUBIC

CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO MINIMIZE ANY MATERIAL BEING LEFT ON SIDEWALKS, CURBS OR STREETS

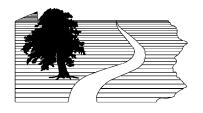


Here's The Plan, LLC

541 Street Road, 2nd floor, Southampton, PA 18966 Office: 215-355-1262 Fax: 215-355-2502 Email: herestheplanllc@gmail.com

ONE STORY REAR ADDITION for THE STEWART RESIDENCE

123 HICKORY LANE	DRAWN BY: RA				
RADNOR, PA	DATE: OCTOBER 6, 2				
SITE PLAN	REY.	DRAWING NUMBER SI of I			



Penn's Trail Environmental, LLC

21 E. Lincoln Ave-Suite 160 Hatfield, PA 19440 Phone: (215) 362-4610

Fax: (215) 362-4620 e-mail: staff@pennstrail.com

Mr. Andrew Allen 2502 Slifer Valley Road Riegelsville, PA 18077 November 13, 2017

RE: Evaluation for a Proposed Stormwater Facility 123 Hickory Lane Radnor Twp., Delaware Co., PA PTE # 3204

Dear Mr. Allen:

As requested, we are pleased to provide you with an evaluation of stormwater management options based on the detailed soil evaluation conducted on this site. The intent of this investigation is to evaluate the methods of storm water control that would best conform to Phase 2 NPDES Stormwater management policies and procedures as outlined by the Pennsylvania Department of Environmental Protection (PADEP), Township and County Conservation District. These initiatives guide the applicant/developer to consider the use of Best Management Storm Water controls and to incorporate water quality initiatives in their management plan.

Penn's Trail Environmental, LLC has evaluated a backhoe-excavated test pit on the referenced parcel. The test pit was described by a professional soil scientist and licensed geologist in accordance with United States Department of Agriculture-Natural Resource Conservation Service (USDA-NRCS) methodology. The intent of this evaluation was to determine the general subsurface characteristics as they relate to the suitability of this site for stormwater infiltration. Certain conditions, including redoximorphic features (mottling), fragipan (dense firm layer within the soil profile), are evidence that a soil is slowly to very slowly permeable. Direct observation and evaluation of the soil profile by a qualified soil scientist can indicate extremely limited potential stormwater infiltration. Detailed testing conducted during by this office confirmed this mapping. Redoximorphic features indicative of a seasonal saturation were observed and were observed immediately below the existing ground surface.

Having identified indications of the seasonal high/perched water table we have concluded that there are severe limitations to the volume of stormwater that can be infiltrated on this site. Detailed testing conducted for the purpose of delineating stormwater infiltration system(s) found that this site has severely limited suitable area for this use. Infiltration testing in areas to be used for a proposed system indicated that water would not infiltrate at acceptable rates. The observation of a fragipan and gleying from twenty inches and below in most areas indicates that infiltration into the underlying soil is limited.

In summary, there is extremely limited potential for stormwater disposal through infiltration on this site. Under these conditions stormwater management is best served through proposing a structure that allows for stormwater overflow to the ditch alongside the property. On behalf of the owners of the property at 123 Hickory Lane, we are hereby requesting a waiver from Section 245-22 of the Radnor Township Stormwater Management Ordinance which requires the maximizing of the ground water recharge capacity of the area being developed. The ordinance requires the design of infiltration facilities to consider ground water recharge to compensate for the reduction in the recharge that occurs when the ground surface is disturbed or impervious surface is created.

The ordinance recognizes that infiltration may not be feasible on every site due to site-specific limitations such as soil type and states that the design professional is responsible to show that this cannot be physically accomplished.

November 13, 2017 PTE 3204 Page 2

These findings are the result evaluations of soil profiles. Testing demonstrated no infiltration. Should evidence contrary to the findings in this report be discovered prior to, during or after construction, our office must be notified immediately so our recommendations can be reviewed and if necessary, revised. Penn's Trail expresses no guarantee that the soil conditions following excavation will be identical to those encountered during this investigation.

Please review the enclosed information and if any questions arise do not hesitate to contact our office.

Sincerely,

Penn's Trail Environmental, LLC

Paul A. Golrick

Soil Scientist/Geologist

Penn's Trail Environmental, LLC



21 East Lincoln Ave - Suite 160 Hatfield, PA 19440 ph. (215) 362-4610 fax (215) 362-4620 Date: 11/2/2017 Pit # 001 PTE # 3204 Project: Stewart residence

Location: 123 Hickory Lane

<u>Radnor Twp.</u>, <u>Delaware</u> Co., <u>PA</u> Soil Series: <u>Made Land – Glenville</u>

Horizon	Depth (In.)	Color	Redox Features	Texture	Structure	Consistence	Boundary
A fill	0-13	10YR 4/4		channery silt loam	moderate medium abk	friable	abrupt wavy
C fill	10-34	10YR 4/1	many prominent	very gravelly silty clay loam	massive weak fine sbk	friable/firm	clear wavy
Cg	25-44	Gley1 4/10Y	few prominent	silt loam	massive	firm	

Soil Scientist: Paul A. Golrick, PG

Notes:

EPIPEDON Ochric

SUBSURFACE HORIZON(S) Argillic

SOIL ORDER Ultisol

DRAINAGE CLASS Poorly drained

LANDFORM Upland

POSITION Toeslope

PARENT MATERIAL fill

Residuum

BEDROCK LITHOLOGY Schist REDOX FEATURES

Abundance
Few <2%
Common.. 2-20%
Many......>20%

<u>Contrast</u> faint

hue & chroma of matrix and redox are closely related.

distinct

matrix & redox features vary 1-2 units of hue and several units of chroma & value.

prominent

Matrix & redox features vary several units in hue, value, & chroma.

STRUCTURE

Grade

 $Structureless - \mbox{No observable aggregation} \\ \mbox{or arrangement of lines of weakness}. \\ \mbox{\it Weak} - \mbox{Poorly formed, indistinct peds}$

barely observable in place. *Moderate* - Well-formed, distinct peds

moderately durable & evident in place. *Strong* - Durable peds evident in undisturbed soil & become separated when disturbed.

COARSE FRAGMENTS (% of profile)

35-65% >65% 15-35% gravelly very gravelly extremely gravelly channery very channery extremely channery extremely cobbly cobbly very cobbly extremely flaggy flaggy very flaggy stony very stony extremely stony

BOUNDARY

Distinctness

abrupt...<1" (thick) gradual...2.5-5" clear.....1-2.5" diffuse......>5

Topography

smooth - boundary is nearly levelwavy - pockets with width greater than depthirregular - pockets with depth greater than width

Type

pl - platy
pr - prismatic
cpr - columnar
gr - granular
abk - angular blocky
sbk - subangular blocky

Double Ring Infiltrometer Data Reporting Sheet

Job Name:
Location:
1200 Morea Road
Township:
Mahanoy Township
County:
Schuylkill County
Witness:
Water Temp:
Test Depth:

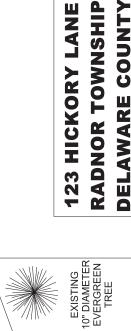
50 °F
24 inches

Job #
Date:
Ring #:
Technician:
Tax Parcel:
Weather:
pH:

3204	
11/5/2017	
001	
Paul A. Golrick	
sunny 58°F	
6.9	

Time	Interval	Inner Ring Drop	Inner Ring Volume change	Outer Ring Drop	Outer Ring Volume Change	Rate	Infiltration rate
(hr:min)	(min.)	(in.)	(ml)	(in.)	(ml)	(ml/min)	(in/hr)
10:30 AM	\searrow		fill		fill	\langle	$\bigg\rangle\!\!\!\!\bigg\rangle$
11:00 AM	30	0	0	0	0	0.00	0.00
11:30 AM	30	0	0	0	0	0.00	0.00
12:00 PM	30	0	0	0	0	0.00	0.00
Average	><		0.00		0.00	0.00	0.00

ONE STORY REAR ADDITION FOR THE STEWART RESIDENCE 123 HICKORY LANGUS ROOM PA



LOT SIZE
EXISTING BLDG
NEW ADDITION
TOTAL BLDG COVERAGE
TOTAL BLDG COVERAGE
EXISTING PAVED DRIVE
EXISTING FRONT WALK
EXISTING WALK
TOTAL IMPERVIOUS

6,596SF
1,020SF
576SF
1,596SF
24.2%
350SF
75SF
2,021SF
30.6%
75SF 2,021SF 30.6%

138,660'

11.00

32.00'

NEW 18'X32' ONE STORY

100.81

ADDITION

PERIMETER SILT FENCE
AROUND NEW CONSTRUCTION
001

EXISTING 5" DIAMETER BIRCH TREE

ZONE	УД 4
FRONT YARD	30
REAR YARD	30-
SIDE YARDS	12'/30'
BUILDING COYERAGE 30%	30%
MAX, IMPERVIOUS	%04

10.00'

SINGLE FAMILY

EXISTING 2 STORY

34.00'

DWELLING

EXISTING WALKWAY

SITE PLAN 1" = 10'

EXISTING PAVED DRIVEWAY

34.00

EXISTING 9" DIAMETER **▲** Stormwater infiltration test location

HICKORY LANE

51.000

STARE JOINING FENCE SECTIONS SUPPORT STARE SUPPORT STARE FILTER FABRIC FENCE COMPACIBLE BACKFILL GROUND TO BE DUG-IN TO BE DUG-IN FILTER FABRIC TO BE DUG-IN FILTER FABRIC

18" STANDARD FILTER FABRIC FENCE DETAIL

STAKES SPACED @ 8' MAXIMUM USING 2"X2" WOOD OR EQUIVALENT STEEL STAKES.

FILTER FABRIC FENCE MUST BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE BARRIER MUST BE EXTENDED AT LEAST 8' UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT.

SEDIMENT MUST BE REMOVED WHEN ACCUMULATIONS REACH 1/2 THE ABOVE GROUND HEIGHT OF THE FENCE.

ANY SECTION OF FILTER FABRIC FENCE WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET.

CONTRACTOR SHALL INSTALL SILT FENCE ALONG PERIMETER PRIOR TO ANY EXCAVATION

EXISTING GRADING SHALL NOT BE MODIFIED OR ALTERED
EXISTING TREES WILL NOT BE DISTURBED AND ARE NOT CLOSE TO THE
AREA OF CONSTRUCTION

CURRENT CONDITIONS HAVE MINIMAL SLOPES AS LOT IS FAIRLY LEVEL

CONTRACTOR SHALL REMOVE ALL EXCAVATED MATERIAL FROM SITE

EARTH DISTURBANCE FOR NEW FOUNDATION WILL BE LIMITED TO LESS THAN 300SF ASSUMING A 2' WIDE TRENCH & LESS THAN 15 CUBIC YARDS

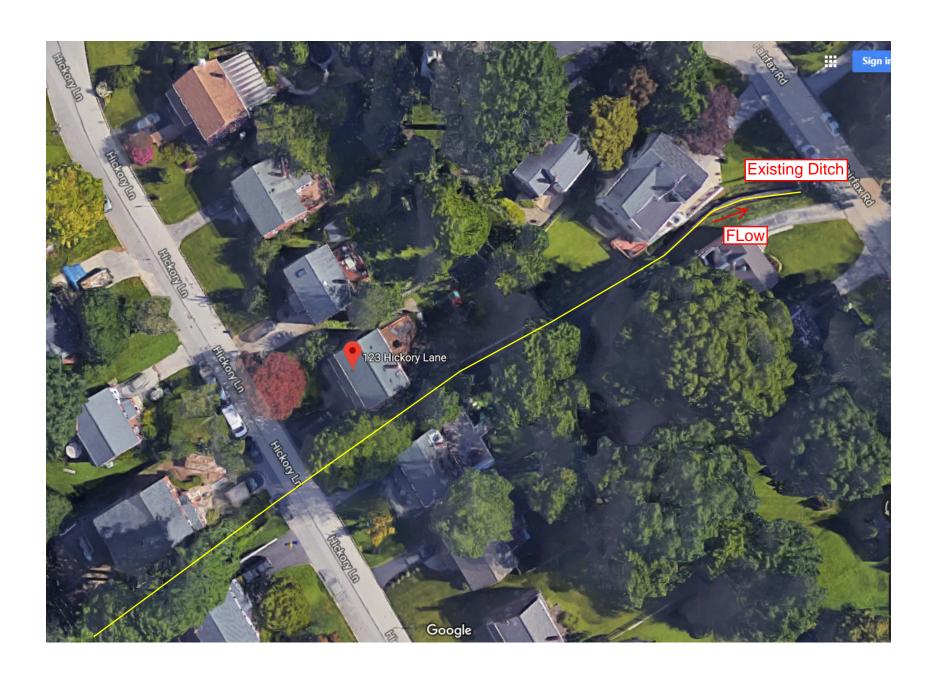
CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO MINIMIZE ANY MATERIAL BEING LEFT ON SIDEWALKS, CURBS OR STREETS

Here's The Plan, LLO

541 Street Road, 2nd floor, Southampton, PA 18966 Office: 215-355-1262 Fax: 215-355-2502 Email: herestheplanile@gmail.com

Office: 215-335-1262 Fax: 215-335-2502 Email: herestheplan
ONE STORY REAR ADDITION for
THE STELLART RESIDENCE

123 HICKORY LANE	DRAWN BY: RA	RA
RADNOR, PA	DATE: OC	OCTOBER 6, 2017
	REV.	DRAWING NUMBER
SITE PLAN		81 of 1



Public Participation

The public is invited to address the Board of Commissioners during the public comment portions of the meeting regarding items on the meeting agenda or other topics of interest related to the township.

- Please print your name on the sign-in sheet at the table next to the podium
- Clearly state your name, ward and/or street address and topic(s) to be addressed
- Individual comment shall be limited to not more than five (5) minutes per Board policy

David J. Falcone 836 Milmar Road Newtown Square, PA 19073

January 7, 2018

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

Attention:

Ms. Lisa Borowski, President

Mr. Luke Clark, Vice-President

Re:

Vacancy Board

Dear Ms. Borowski and Mr. Clark:

After careful consideration of the perceived conflict resulting from my appointment to the Vacancy Board, I am hereby submitting this letter of resignation from the position. While I am certain I could have discharged my duties on the Vacancy Board without bias or conflict, my fear is that my serving in that capacity will create an unnecessary distraction for the Board.

Please know that I am grateful for the confidence the Board showed in my ability to represent the interest of my community. If ever I can be of any service to the Board or the Township, please do not hesitate to contact me.

David J. Falcone

c: Mr. Robert Zienkowski John Rice, Esqiure

Appointment of Vacancy Board Chairperson

Discussion and Possible
Motion Regarding the
Process for Appointment
of Interim Commissioner
by Vacancy Board

Interviews of Potential

Ward 1

Interim Commissioner

Possible Appointment of Interim 1st Ward Commissioner

Board of Commissioners Standing Committees

2018 appointments to Chair and Members of the Board of Commissioners Standing Committees are as follows:

Committee of the Whole

Lisa Borowski, Chair Richard Booker
Luke Clark, Vice Chair Sean Farhy
Jake Abel John Nagle

Community Development

Rich Booker, Chair Lisa Borowski Sean Farhy Finance and Audit Library

All Commissioners

Lisa Borowski, Chair
Rich Booker

Ward 1

Open Space

Jake Abel, Chair Lisa Borowski John Nagle Parks and Recreation

John Nagle, Chair Jake Abel Luke Clark Personnel and Administration

Jake Abel, Chair John Nagle Ward 1

Public Health

John Nagle, Chair Sean Farhy Ward 1 **Public Safety**

Luke Clark, Chair Jake Abel Sean Farhy **Public Works & Sewer**

Luke Clark, Chair Jake Abel Sean Farhy

Reappointments to Various Boards & Commissions Effective January 1, 2018

May be last minute changes pending interviews on January 16, 2018

- Amit Khanna Board of Health
- Enrique Hervada Civil Service Commission
- Liz Springer Code Appeals Board
- Lane Vines Ethics Board
- Elizabeth Cahill Bernabeo Environmental Advisory Council
- Matthew Holtman Environmental Advisory Council
- Bill Remphrey Parks and Recreation Board
- Robert Temko Rental Housing
- Augustine Feudale Shade Tree Commission
- George Nagle Zoning Hearing Board
- Bud Hirsh (Alternate) Zoning Hearing Board

Possible Appointments to Advisory Boards and Commissions

Discussion regarding Radnorshire Room Equipment Replacement

ORDINANCE NO. 2017-19

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 262 TOWING, SECTIONS 262-4.B.(9) AND 262-4.B.(10), OF THE RADNOR TOWNSHIP CODE OF ORDINANCES TO INCREASE THE APPOINTMENT TERMS OF DUTY TOWERS FROM TWO YEARS TO FOUR YEARS AND TO INCREASE THE EFFECTIVE PERIOD FOR DUTY TOWING LICENSES FROM TWO YEARS TO FOUR YEARS.

The Radnor Township Board of Commissioners does hereby enact and ordain as follows:

<u>Section 1.</u> Chapter 262, Towing, Sections 262-4.B.(9) and B.(10) are hereby amended to read as follows:

- (9) After consideration of the Township Manager's recommendations, the Board of Commissioners shall appoint one or more duty towers meeting the requirements of this Ordinance by January 31st of each year to serve for a period of two [four] years. The Police Department shall determine an on call schedule for all licensed duty towers in the township.
- (10) Each duty tower shall pay a license fee as fixed by resolution of the Board of Commissioners. Upon payment of the license fee, the Police Department shall issue a license to appointed duty towers. Such licenses shall be effective for a period of two [four] years from the date of issuance.

<u>Section 2.</u> Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

<u>Section 3.</u> Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared the intent of the Board of Commissioners of Radnor Township that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included therein.

<u>Section 4.</u> Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

[Added]

ENACTED AND ORDAINED this	day of	, 2018.
		RADNOR TOWNSHIP
		BY:Name:
ATTEST: Robert A. Zienkowski, So	ecretary	

J. LAWRENCE GRIM, JR. MARY C. EBERLE JOHN B. RICE DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO * DANIEL J. PACI + + JONATHAN J. REISS OF GREGORY E. GRIM + PETER NELSON PATRICK M. ARMSTRONG SEAN M. GRESH KELLY L. EBERLE * COLBY S. GRIM JOEL STEINMAN MATTHEW E. HOOVER STEPHEN J. KRAMER REBECCA A. O'NEILL* MICHAEL K. MARTIN

LAW OFFICES

GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION

SUCCESSOR TO GRIM & GRIM AND BIEHN & THATCHER ESTABLISHED 1895 AND 1956, RESPECTIVELY 122ND ANNIVERSARY 1895-2017

www.grimlaw.com

Stephen J. Kramer e-mail: skramer@grimlaw.com JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET P.O. Box 215 PERKASIE, PA. 18944-0215 (215) 257-6811 FAX (215) 257-5374 (215) 536-1200

FAX (215) 538-9588 (215) 348-2199 FAX (215) 348-2520

* ALSO ADMITTED IN NEW JERSEY + MASTERS IN TAXATION

> ALSO ADMITTED IN NEW YORK

ALSO A CERTIFIED PUBLIC ACCOUNTANT

December 15, 2017

VIA ELECTRONIC CORRESPONDENCE

Delaware County Daily Times Attn: Legal Department 500 Mildred Avenue Primos, PA 19018

RE: Radnor Township - Towing Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the December 19th edition of your newspaper, a Legal Notice for the possible enactment of the above ordinance by the Board of Commissioners of Radnor Township at their meeting on January 8, 2018. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Robert Zienkowski. 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Very truly yours,

Grim, Biehn & Thatcher

SJK/hlp

Jennifer Destefano (w/encl. – via email)

Robert A. Zienkowski (w/encl. - via email)

John B. Rice, Esquire (w/encl. – via email)

LEGAL NOTICE

Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, amending Chapter 262 Towing, of the Radnor Township Code, Sections 262-4.B.(9) and 262-4.B.(10), to increase the terms of appointment for duty towers and to increase the effective period for duty towing licenses.

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 262 TOWING, SECTIONS 262-4.B.(9) AND 262-4.B.(10), OF THE RADNOR TOWNSHIP CODE OF ORDINANCES TO INCREASE THE APPOINTMENT TERMS OF DUTY TOWERS FROM TWO YEARS TO FOUR YEARS AND TO INCREASE THE EFFECTIVE PERIOD FOR DUTY TOWING LICENSES FROM TWO YEARS TO FOUR YEARS.

The Board of Commissioners will hold a public hearing on January 8, 2018, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on January 8, 2018.

Stephen J. Kramer, Esquire Grim, Biehn & Thatcher Township Solicitor

RESOLUTION NO. 2018-05 A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING GANNETT FLEMING, INCORPORATED, TO PERFORM A STRUCTURAL EVALUATION OF THE ROBERTS ROAD CULVERT ENDWALL

WHEREAS, as a precursor to the design of the repair of the Roberts Road Culvert Endwall, a structural evaluation is necessitated.

WHEREAS, Gannett Fleming, Incorporated has provided a cost proposal to provide the evaluation of the pedestrian bridge, in the amount of \$20,178

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize Gannett Fleming, Incorporated, to Perform a Structural Evaluation of the Roberts Road Culvert Endwall for the cost of \$20,178

SO RESOLVED this 16th day of January, A.D., 2018

•			RADNOR TOWNSHIP
		By:	
		j	Name: Lisa Borowski Title: President
ATTEST:			
	Robert A. Zienkowski Manager/Secretary		

Radnor Township

PROPOSED LEGISLATION

DATE: January 2, 2018

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

Roger Phillips, PE, Gannett Fleming, Incorporated

LEGISLATION: Resolution #2018-05: Award of the Evaluation and Permitting for Repairs to the Roberts

Road Endwall

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

<u>PURPOSE AND EXPLANATION</u>: The Township was alerted to a deteriorating headwall on Roberts Road, just south of Robinhood Road. This endwall, on the east side of the road, supports Roberts Road at the location of a culvert, which conveys Valley Run. The endwall is of masonry construction and exhibits cracking, loose stones, and in one area, a storm sewer pipe has undermined and separated from the other pipes. If this situation is not addressed, eventually the endwall will give way, and Roberts Road will be compromised. The storm sewer will continue to undermine, and pipes will continue to separate.

Gannet Fleming, Incorporated, has submitted a cost proposal to perform: 1) a Structural Evaluation, 2) Survey, and 3) Permitting. I recommend we move forward with the Structural Evaluation and Permitting. The structural evaluation will be the basis for the design, and the permitting with DEP is a long lead item, which should be started up front in the project. Upon completion of the structural evaluation, I will request a cost proposal form Gannett Fleming for design and bidding documents, as well as survey. Once received and reviewed, this design proposal will be before the Board of Commissioners.

<u>IMPLEMENTATION SCHEDULE:</u> Pending Board of Commissioners authorization, a requisition would be entered into our financial system. Upon receipt of a purchase order number, Gannett Fleming would begin work immediately. It is anticipated that the permitting process could take three months (or longer due to the permitting). I would anticipate being back before the Commissioners in the spring to request award of the design and survey work.

<u>FISCAL IMPACT</u>: This project will be funded from the "04" Stormwater Fund. The cost proposal for the Structural Inspection and Permitting is \$20,178.

<u>Recommendation: I respectfully request that the Board of Commissioners Award of the Evaluation and Permitting for</u> Repairs to the Roberts Road Endwall to Gannett Fleming, Incorporated, in the amount of \$20,178.

Enclosure: Gannett Fleming Cost Proposal



Excellence Delivered As Promised

October 25, 2017

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

Dear Steve:

RE: Roberts Road Endwall

Gannett Fleming, Inc. is pleased to submit the following technical and price proposal for providing engineering services for the structural inspection of the stone arch culvert at Roberts Road.

I. PROJECT UNDERSTANDING

The project involves an investigation of the existing stone arch culvert in South Roberts Road over Valley Run Creek.

Gannett Fleming will complete the structural inspection as part of the base scope of work. Additional optional scope items for site survey and permitting have been included at the request of the Township. If the survey is desired, Gannett Fleming has selected Hunt Engineering to perform the survey work on this project. The proposal from the subconsultant is attached at the end of this document.

II. SCOPE OF WORK

Gannett Fleming, Inc. and their sub-consultants will perform the following services:

- 1. Structural Inspection (BASE SCOPE)
 - a. GF will perform a general, visual structural inspection of the culvert to approximate the extent of deterioration/remaining section of the accessible elements towards a recommendation to repair/rehabilitate the culvert and its budgetary/planning estimate. Inspection access will use ladders, if needed. Inspection is expected to be performed during normal daytime hours M-F; nighttime or weekend work is not expected. Due to the nature and purpose of the work, inspection of portions that are not easily accessible by ladder will be visual.



- b. The visibly accessible areas of the culvert and walls will be examined for missing, loose, or cracked stones/brick, bulging, rotation, and settlement, as well as deteriorated or missing mortar/pointing. Nondestructive testing or material sampling and testing will not be performed. Inspection and evaluation of the channel and embankments will be limited to the rock ledges upstream and downstream.
- c. Upon completion of the inspection, our findings will be summarized in a letter report, and include a summary of inspection findings, conclusions/recommendations for repairs and an associated construction cost estimate, and color photos of typical conditions and deficiencies. The letter report will also consider access issues in performing the recommended repairs.
- d. A draft letter report will be submitted to the Township for review and comment. Upon receipt of the Township's comments, the final letter report will be prepared, addressing the comments, and submitted to the Township for approval. At that time an estimated cost of design will be provided based on the recommendations in the report.
- 2. Survey of the project site. (OPTIONAL SCOPE)
 - a. See attached proposal from Hunt Engineering for assumptions.
- 3. Preparation of Permits (OPTIONAL SCOPE)
 - a. Gannett Fleming assumes that a General Permit #11 (GP-11) will be required for this project. The permit package will include the application forms required for all GP's, plus the information necessary for the GP-11 including, an E&SC Plan, Project Inventory Worksheet and the Bridge and/or Culvert Replacement Projects or Projects That Change the Waterway Opening Worksheet. We assume that a paper copy of the GP-11 will be prepared and submitted for processing by PADEP. Gannett Fleming will address one rounds of comments one from PADEP. We assume that PADEP will issue a PASPGP-5 Permit on behalf of USACE for the project. In the event that the Township approved repair alternative selected will include alterations to the cross sectional area of the culvert, an H&H study may be required. At this time, we are assuming that there will be no change to the cross sectional area of the culvert and therefore no H&H study is proposed as part of this scope. This approach will be verified with the agencies at a preapplication meeting. We will seek advance authorization for any additional services prior to proceeding with the work.
 - b. We assume that there are no cultural or archaeological resources present. We assume that there will be no work required to obtained agency clearance for involvement with state or federal threatened or endangered species. A wetland presence/absence investigation will be conducted to



verify that wetlands are not present onsite. If wetlands are present then a wetland delineation can be conducted as an amendment to the scope of work. At this time we assume that, if wetlands are present, the impacts will not exceed 0.05 acres.

Radnor Township will provide the following to assist Gannett Fleming, Inc. in the prosecution of the work:

 Provide access to the site and provide any plans, documents, and reports associated the project.

II. COST

Based on the above scope of work, we will perform the services for the following estimated costs. Costs are estimates only due to the nature of the work. Total billings will not be exceeded without written notification:

Structural Inspection (Base Scope) Report	\$10,860.00
Survey (Optional Scope) Survey	\$30,000.00
Permitting (Optional Scope) GP-11	\$9,318.00

We are prepared to begin this assignment upon your authorization to proceed.

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

Very truly yours,

GANNETT FLEMING, INC

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





October 16, 2017

Mr. Matthew J. Prusko Project Designer/Specialist Gannett Fleming, Inc. 1010 Adams Avenue Audubon, PA 19403-2402

RE:

Roberts Road Culvert S. Roberts Road over Valley Run, Radnor, PA Land Surveying Services

Dear Mr. Prusko:

Hunt Engineering Company is pleased to submit this proposal to provide professional land surveying services for the Roberts Road culvert repair/stabilization project.

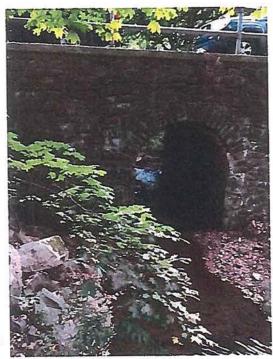
Project Understanding

The project involves repairs to an existing stone arch bridge/culvert in South Roberts Road over Valley Run creek, guiderail improvements and associated stream bank stabilization upstream and downstream of the culvert. The structure is located between 354 and 400 Roberts Road. The structure is showing signs of deterioration and possible displacement.

The site is identified on FEMA flood insurance rate map number 42045C0039F, last revised 11/18/2009 as being within Zone A. Zone A is identified as having an undetermined base flood elevation.

Scope of Services

- Attend a project kick-off meeting at the site with Gannet Fleming to review the survey scope and site conditions.
- Prepare and mail Notice of Intent to Enter letters to the owners of tax parcels 079, 080, 142 and 175
- Place a design phase PA One-Call to request utility plans of the area to be surveyed.
- Conduct research to obtain the following information:



- Delaware County Tax map 36-07
- Owner names and copies of deeds for tax parcels 079, 080, 142 and 175
- Right-of-way information for Roberts Road
- FEMA Flood Insurance Rate Map 42045C0039F
- Establish survey control points that will be referenced horizontally to the PA State Plane Coordinate System (NAD83) and vertically to North American Vertical Datum (NAVD 1988).
- Establish a site benchmark and one set of reference circles near the bridge.
- Conduct topographic surveys of S. Roberts Road extending 100 feet from either side of the bridge, and 15 feet beyond the back of curb, to obtain the location and elevation of the edge of pavement, top and bottom of curb, depressed curb locations, driveways, mail boxes, utility poles, fences, walls, lights, bridge railing, pavement striping, signs, tree masses, individual trees greater than 6" caliper, and surface utility features (such as inlets, manholes, junction boxes, valves, overhead power lines), utility mark-outs resulting from the PA One-Call and other significant existing features.
- Obtain the locations of wetland and watercourse flags within the 150 feet of the culvert, as set by others prior to the field survey.
- Perform conventional field surveys to search for and locate existing property boundary evidence such as concrete monuments, iron pins, and use lines (such as fences).
- Obtain the rim and invert elevation of existing sanitary sewer manholes.
- Obtain the inlet grate and invert elevation of existing stormwater inlets. Obtain the pipe sizes and directions if able.
- Conduct a detailed survey of the face of culvert on the upstream and downstream sides. Obtain elevations and measurements of the arch opening, top and bottom of wall, railing, and bridge deck.
- Perform stream surveys to obtain overbank topography and stream cross sections to locate and obtain the elevation of the top of bank, grade breaks, water's edge, and thalweg. The stream cross sections will begin at the upstream and downstream face of bridge and will be surveyed at approximately 25-foot intervals for 150 feet from the bridge face (both upstream and downstream of the structure), and approximately 10 feet beyond the top of bank on either side of the stream. Locate trees of 6" caliper or greater within this area.
- Obtain the locations of wetland and watercourse flags within 150 feet of the bridge, as set by others prior to the field survey.
- Obtain the location and elevation of exterior building corners closest to the stream on tax parcels, 079, 080, 142 and 175.
- Prepare field sketches showing the dimensions of the bridge and dam structures.
- Prepare an Existing Conditions Plan in AutoCAD 2014 (.DWG) format depicting the information obtained from the tasks above and with contours plotted at one-foot intervals. Underground utilities will be plotted from PA One-Call information provided by the responding utility service providers and field observations and measurements of visible utilities. The property boundaries will be plotted from deeds of record, plans made available to Hunt Engineering Company and boundary evidence obtained from the field surveys. The approximate 100-year floodplain will be sketched onto the Existing Conditions Plan from FEMA map 42045C0039F last revised November 18, 2009.
- Provide Gannett Fleming with the following:
 - Copies of the utility plans received through the PA One-Call system
 - Copies of the deeds for Tax Parcels 079, 080, 142 and 175
 - A copy of the Existing Conditions Plan in portable digital file (.PDF) format
 - A copy of the Existing Conditions Plan in AutoCAD 2014 (.DWG) format
 - A copy of the DTM surface created to generate the contours shown on the Existing Conditions

Assumptions

The foregoing scope is based on the following assumptions:

- 1. Acceptance of this proposal constitutes agreement with Hunt Engineering Company's General Terms and Conditions of Service as attached.
- 2. Gannett Fleming will:
 - Provide any available plans of the bridge structure and of S. Roberts Road
 - Provide Radnor Township letterhead upon which the NOITE letters will be prepared and obtain the appropriate signature of a representative from Radnor Township
 - Provide copies of field sketches from the wetland delineation efforts
- 3. The following are not included in this proposal:
 - ALTA, construction and as-built surveys
 - Boundary resolution
 - Wetland delineations
 - Remobilization to locate wetland flags
 - Tree identification
 - Setting property corner or right-of-way monumentation
 - CAD drawings of the elevation and section of the existing bridge structures
 - Preparation of drawn roadway and stream cross sections
 - Preparation of right-of-way plans
 - Preparation of wetlands delineation plans, wetlands (if applicable) will be plotted on the Existing Conditions Plan
 - Preparation of plans or legal descriptions for the purposes of right-of-way vacation, subdivision, or establishment of easements
 - Subsurface explorations to expose existing underground utilities and/or identification through geo-physical means such as ground penetrating radar
 - Utility exploration including confined space-entry, vacuum truck excavation or open-pit excavation
 - Invert elevations of storm water, sanitary sewer and other utility pipes or structures that are inaccessible

In the event that the level of effort changes, we will seek advance authorization for any additional services prior to proceeding with work.

- 4. Utility plans received through the One-Call system typically show only utilities along public roads and not on private and/or municipal properties. Therefore, we expect to receive only limited information through the PA One-Call system for areas outside the road right-of-way.
- 5. Underground utility lines will be plotted to the best of our ability from field observations/ measurements and plans provided by the County and the utility companies responding through the PA One-Call Process. As a result, some underground utility locations may be approximate and other utilities may exist that are not shown on plans made available to us.
- 6. This proposal is predicated on the assumption that the effected property owners will allow Hunt Engineering Company's field staff entry to their premises. If such permission is not granted the requested work may not be completed as scoped
- 7. This proposal assumes the wetland delineation will be performed prior to the start of field survey. Re-mobilization to locate wetland delineations may incur additional charges not included in this proposal.

Cost of Services

The fees for the services described above are as follows:

Classification	Hours	Hourly Rate	Subtotal
Project Manager	4	\$175.00	\$700.00
Project Surveyor	8	\$160.00	\$1,280.00
Registered Surveyor	42	\$130.00	\$5,460.00
2-Person Survey Crew	80	\$145.00	\$11,600.00
CADD Supervisor	36	\$100.00	\$3,600.00
Survey Technician	64	\$80.00	\$5,120.00
Total			\$27,760.00
locai			

Additional services will be provided by Hunt Engineering Company on a time and expenses basis will be billed monthly in accordance with the following rates:

Classification	Hourly Rate
Principal	\$175
Project Manager	\$165
Project Engineer	\$145
Sr. Engineer	\$130
Engineer	\$120
Landscape Architect	\$105
Designer	\$90
Project Surveyor	\$160
Registered Surveyor	\$130
Survey Crew	\$145
Technician	\$80
CADD Supervisor	\$100
CADD	\$60

Mileage, postage and printing charges will be billed on a per unit price as follows:

Mileage Rate:

\$0.535 / mile

Overnight Postage:

\$13/standard size package

Plan Sheets Reproduction/ Printing:

\$0.25 / Square Foot

Roberts Road Culvert October 16, 2017 Page 5 of 8

We appreciate the opportunity to provide this proposal to you. We trust that this proposal is in keeping with your expectations; if otherwise, please let us know. If you have any questions, please do not hesitate to call.

Sincerely,

HUNT ENGINEERING COMPANY

Susan D. Menno, RLA

Principal

Please complete the following and return to Hunt Engineering Company as Authorization to Proceed with the scope of services outlined herein in accordance with Hunt Engineering Company's General Terms and Conditions of Service.

Accepted by:		Company:
tecepted 5/.	(Signature of Authorized Individual)	• * =
		Date:
	(Printed Name and Title)	·

Hunt Engineering Company General Terms and Conditions of Service

Client: Gannett Fleming
Project Name: Roberts Road Endwall

Project Location: Radnor Township, Delaware County, PA

Date: October 16, 2017

The terms and conditions which shall govern the performance of services pursuant to this agreement are set forth below.

- I.0 SCOPE OF SERVICES AND ADDITIONAL SERVICES: Hunt Engineering Company (HEC) will be covered by this Agreement regardless of commencement date. Unless modified in writing by the parties, the duties of HEC shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by HEC, HEC will perform additional services ("additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the CLIENT shall pay HEC for the performance of any Additional Services based upon HEC's then-current hourly
- 2.0 STANDARD OF CARE: The standard of care for services performed or furnished by HEC under this Agreement will be the level of care and skill ordinarily exercised by members of the same profession practicing under similar conditions at the same time and in the same locality based on facts and information available at the time services are provided.
- CLIENT RESPONSIBILITIES: In addition to other responsibilities described herein, The CLIENT shall (i) provide all information criteria as to the CLIENT's requirements, objectives, and expectations for the project, including numerical criteria that are to be met and all standards of development, design and construction; (ii) provide to HEC all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in HEC's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land-use regulations, upon all of which HEC may rely; (iii) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of HEC's services; (iv) give prompt written notice to HEC whenever the CLIENT becomes aware of any development that affects the scope and timing of HEC's services or any defect or noncompliance in any aspect of the project; (v) provide all necessary escrow, permit, application and agency review fees, payable to the respective agency/agencies for the review, entitlement and construction of the subject project and (vi) bear all costs incident to the responsibilities of CLIENT.
- 3.1 RELIABILITY OF INFORMATION: HEC shall have the right to rely on the accuracy and completeness of all information furnished to it by the Client.
- 3.2 RIGHTS OF ENTRY, DAMAGES TO PROPERTY: Client will provide for the right of entry for HEC, its subcontractors, and all necessary equipment in order to complete the Services under the Agreement. While HEC will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some limited incidental damage such as localized disturbance of soil and vegetation may occur, the correction of which is not part of the Agreement.
- 4.0 COMPENSATION: HEC will be compensated according to the fees stipulated in the proposal. HEC shall submit monthly invoices to the CLIENT and a final bill upon completion of Services. Payment of undisputed invoice amounts is due upon receipt of invoice by CLIENT. Any invoices past-due thirty (30) days from the date of the invoice will be subject to Interest.
- 4.1 REIMBURSABLE EXPENSES: Client shall pay HEC for reimbursable expenses, including printing and reproduction, courier and express delivery service, bulk/special mailings, facsimile

transmissions, specialized equipment and laboratory charges, their costs of acquiring materials specifically for CLIENT and related charges. The reimbursable expenses will be added to each monthly invoice. HEC is not responsible for the posting or payment of escrow, permit, application and agency review fees. See 'Client Responsibilities'.

- 4.2 DISPUTE OF INVOICE: CLIENT shall notify HEC within two weeks of receipt of invoice of any dispute with the invoice. CLIENT and HEC will promptly resolve any disputed items.
- 4.3 INTEREST: If any invoice is not paid in full, the CLIENT shall pay as interest an additional charge of one-and-one-half percent (1.5%), or the maximum allowable by law, whichever is lower, per month of the Past Due amount. Payment after that shall first be applied to accrued interest and then to unpaid principal.
- 4.4 SUSPENSION OF SERVICE: If the CLIENT fails to make payment when due or otherwise is in breach of this Agreement, or in breach of any other agreement between client and HEC, then HEC may suspend performance of services at any time.

In the event of a suspension of services or termination of the Agreement by HEC in accordance with Section 5.0 of these General Terms and Conditions, HEC shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. The Client shall have no right of setoff against the amounts due to HEC and no deductions shall be made from HEC's compensation on account of any actual or alleged claim, action, breach, error, omission, tort, fault, wrong, liability, penalty or damage actually or allegedly caused by, arising from or relating to HEC, HEC's services on the Project, or this Agreement.

If HEC files a claim against the Client arising out of the Client's failure to make payments in accordance with this Agreement and Client subsequently asserts any claim or claims against HEC relating to allegations of professional negligence in performance of HEC's services under this Agreement, HEC shall be entitled to reimbursement of any costs incurred by HEC in the defense of the professional negligence claim(s), including any expenses incurred as part of HEC's professional liability insurance deductible, to the extent HEC is successful in its compensation claim or negligence defense.

- TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than fourteen (14) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the fourteen (14) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the fourteen (14) days, the nondefaulting party may terminate the Agreement. Failure of the Client to make payments to HEC in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at HEC's option after such fourteen (14) day notice period or anytime thereafter. In the event of termination, HEC shall be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.
- 6.0 INDEMNIFICATION: The Client agrees to indemnify and hold HEC harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable. HEC is not obligated to indemnify the Client for the Client's own negligence.
- 7.0 LIMITATION OF LIABILITY: Upon the review and advice of their respective attorneys or authorized agents, Client and HEC recognize and agree that HEC's liability for any and all claims or actions, regardless of how arising, shall be limited to the total sum of \$50,000.00, or HEC's total fee for services rendered on this project, whichever is less. Client hereby releases HEC from any liability above such amount. Such claims and causes include, but are not limited to

negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.

HEC or any unknown condition beyond the reasonable scope of the

In no event shall HEC be liable for any incidental, indirect or consequential damages, including commercial loss, liquidated damages, or lost profits resulting from any Service furnished under this agreement.

- 8.0 **INSURANCE:** HEC maintains general and professional liability insurance, and workman's compensation insurance. Certificates will be issued to the Client upon written request.
- 9.0 FORCE MAJEURE: HEC shall not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the Client, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other reason beyond the control of HEC.
- 10.0 OPINION OF COST: Consistent with the Standard of Care in Section 2.0 of this Agreement, any opinions rendered by HEC as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional familiar with the industry. HEC cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. HEC's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.
- 11.0 EARTHWORK ANALYSIS: If the Scope of Services includes earthwork analysis, then the following provisions shall apply:
- In reviewing HEC's earthwork analysis, calculations, reports or opinions, the client understands that HEC's data is based on the topographic mapping used as a Base Map for plan preparation and that such topographic mapping has certain standard tolerances and accuracy limits. The client further understands that due to earthwork differences that result from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction methods, soil conditions, earthwork calculation methods, soil volume calculation methods and other factors, some of which are unique to each contractor and construction site, it is not possible to definitively predict quantities that will ultimately be determined to be associated with a particular project. Earthwork data provided by HEC is provided to assist the client in understanding the general earthwork requirements. Since some degree of uncertainty may still exist, HEC's sole responsibility and liability with regard to the accuracy or completeness of the earthwork analysis is limited to the correction of any inaccurate information. To determine actual quantities and costs associated with required earthwork, the client must solicit actual construction bids from qualified contractors and must require such contractors to determine existing topographic conditions, subgrade conditions, construction plans and procedures.
- 12.0 TOPOGRAPHIC SURVEY: If the Scope of Services includes aerial survey or topographic survey, then the following provisions shall apply:
- 12.1 HEC shall retain an independent subconsultant to perform aerial survey services. The subconsultant shall provide the aerial survey in conformance with generally accepted standards for such services. HEC makes no warranty, expressed or implied, as to the accuracy of such aerial survey. HEC's sole responsibility and liability with regard to the accuracy or completeness of the aerial survey is limited to the correction of any inaccurate information, and this shall be the Client's sole remedy related to the adequacy or accuracy of the aerial survey and any information derived from that data.
- 12.2 If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be provided by HEC, the topographic survey shall be limited to the extent of the information provided by the Client or others. HEC shall not be responsible for

- any unknown conditions not identified in the information provided to HEC or any unknown condition beyond the reasonable scope of the information obtained as a result of any testing, test pit excavations, boring, or samples taken by HEC.
- 13.0 GEOTECHNICAL ENGINEERING SERVICES: If the Scope of Services includes geotechnical engineering services, then the following provisions shall apply:
- 13.1 SITE ACCESS: It is assumed that there will be free and uninterrupted access to and from the site in question for personnel and motor vehicle equipment during the course of work. If work is delayed or interrupted because of access difficulties, an additional \$200/hour rate will be charged for time lost. (Where clearing trees and other debris is required, time will be charged at the above stated rate.)
- 13.2 SITE TRUCK ACCESS: It is understood that the site is truck accessible, that the right-of-entry exists, and that all available underground utility information will be provided to HEC prior to our mobilization. HEC's drilling subcontractors will backfill each boring to the original grade before demobilizing from the site. Should settlement occur, it will be the responsibility of the client to maintain each boring at grade, after the drilling subcontractor demobilizes from the site.
- 13.3 OBSTRUCTIONS: When a test boring cannot be advanced to full depth due to the presence of any kind of obstruction, the test hole will be terminated and relocated. Abandoned holes will be invoiced at the rate established in the estimated cost. Delay time resulting from obstructions will be invoiced at \$150/hour.
- 13.4 SITE INFORMATION: It shall be the responsibility of the client to supply all available information regarding underground utilities to HEC. If this is an agreement for HEC to provide underground borings, HEC hereby represents that the borings taken provide information regarding only a very small portion of the project area. HEC, on the basis of the information provided by these borings, will use its professional expertise to endeavor to project the nature and extent of subsurface conditions but the accuracy of such projections is limited by the number of borings taken. Owner has been advised that additional borings may be done at an additional cost but has opted to engage HEC to perform the number of borings agreed upon with the understanding of the limitations on the conclusions that can be reached based upon that number of borings.
- 13.5 DISPOSAL OF SAMPLES: All samples, contaminated or otherwise ("Samples"), collected by HEC while performing services under this agreement are the property and responsibility of the Client. HEC may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT and under no circumstances shall these rights, title and responsibility be transferred to HEC.
- 13.6 EXISTING CONDITIONS AND SUBSURFACE RISKS: Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that HEC interprets to exist between sampling points may differ from those that actually exist. Client recognizes that actual conditions may vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by HEC and that the data, interpretation, and recommendations of HEC are based solely on the information available to it. Furthermore, CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. HEC shall not be responsible for interpretations by others of the information it develops or provides to the Client.

HEC will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. CLIENT agrees to defend, indemnify, and hold HEC harmless for any

damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures and utilities are not called to HEC's attention or are not correctly shown on the plans furnished.

14.0 HAZARDOUS MATERIALS: It is agreed by the parties, unless otherwise expressly stated in the proposal scope of services, that HEC does not assume responsibility for identification, disposal, treatment or transportation of asbestos, asbestos containing materials, hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of HEC's services, HEC may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws. HEC's responsibility is limited to giving prompt notice to the CLIENT if HEC suspects it has encountered a potential hazardous material.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to HEC posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless HEC, its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of HEC.

15.0 CONSTRUCTION PHASE SERVICES: It is the responsibility of the CLIENT to provide full time inspection of construction activities unless otherwise agreed to in writing between the CLIENT and HEC, or included in the Scope of Service. The CLIENT may elect to justify savings of inspection costs by assuming the added risk.

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

- 15.1 During the project construction phase, HEC shall consult with and advise Client and act as Client's representative as provided in the Scope of Services. The extent and limitations of the duties, responsibilities and authority of HEC as outlined in the Scope of Services shall not be modified, except as HEC and Client may otherwise agree in writing.
- 15.2 HEC's services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. HEC shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall HEC have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, HEC neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes design services but does not include construction phase services, then the following provisions shall apply:

15.3 It is understood and agreed that HEC's services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for interpretation of the Contract Documents and for

construction observation and supervision and waives any claims against HEC that may be in any way connected thereto.

- 15.4 In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold HEC harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by HEC.
- 15.5 If the Client requests in writing that HEC provide any specific construction phase services and if HEC agrees in writing to provide such services, HEC shall be compensated in accordance with the written Agreement between the Client and HEC.
- 16.0 OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by HEC pursuant to this Agreement ("Documents") are and remain the property of HEC as instruments of service with respect to this Agreement. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse of the Documents without the written approval by HEC will be at the Client's sole risk and without liability or legal exposure to HEC. The Client shall indemnify, defend and hold harmless HEC from and against any claims, damages or losses including attorney's fees and costs, arising out of or resulting there from

HEC grants to the Client and only the Client a non exclusive, non assignable and non transferable license to reproduce, distribute and display the Documents, to the extent necessary for the Client to undertake construction and/or perform other acts that are all collectively required to construct the project. HEC shall retain all common law, statutory and other reserved rights to the Documents, including the copyright thereto. Both the Client and HEC agree that none of the services or Documents provided by HEC are "work made for hire" as defined in the Copyright Act.

- 17.0 RIGHT TO REFERENCE PROJECT: Client agrees that HEC has the authority to use its name as a client and a general description of the Project as a reference for other prospective clients.
- 18.0 **DISPUTE RESOLUTION:** HEC and Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings.
- 19.0 GOVERNING LAW: The laws of the Commonwealth of Pennsylvania will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the State or Federal Courts of Pennsylvania.
- 20.0 SURVIVAL: All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of HEC under this Agreement or the termination of this Agreement for any reason.
- 21.0 ENTIRE AGREEMENT: This Agreement (consisting of (1) Proposal/ Scope of Services and (2) General Conditions) comprises the final and complete agreement between the Client and HEC. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and HEC.

To the extent Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

RESOLUTION NO. 2018-09
A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE APPLICATION OF A MULITMODAL FUNDING GRANT APPLICATION FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT KING OF PRUSSIA, EAGLE, AND PINE TREE ROADS

Be it RESOLVED, Radnor Township in Delaware County hereby requests a Multimodal Transportation Fund grant of \$1,302,979 from the Pennsylvania Department of Transportation to be used for roadway, signal and pedestrian safety improvements to the intersection of King of Prussia, Eagle and Pine Tree Roads.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Lisa Borowski, President, Board of Commissioners, and Robert A. Zienkowski, Township Manager and Secretary, as the officials to execute all documents and agreements between Radnor Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

I, Robert Zienkowski, duly qualified Secretary of Radnor Township in Delaware County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held January 8, 2018 and said Resolution has been recorded in the Minutes of Radnor Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Radnor Township, this 8th day of January 16th, A.D., 2018.

Y:			
	Name:	Lisa Borowski	
		President President	

Name: Robert Zienkowski

Title: Township Manager and Secretary

Radnor Township

PROPOSED LEGISLATION

DATE:

January 2, 2018

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

Brian Eury, Cabrini University Ingrid Cooper, Eastern University

LEGISLATION:

Presentation and Possible Resolution #2018-09: Authorizing the Grant Application for

Improvements to the King of Prussia Road/Eagle Road/Pine Tree Road Intersection, in

partnership with Cabrini University and Eastern University

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

<u>PURPOSE AND EXPLANATION:</u> The intersection of King of Prussia Road, Pine Tree Road, and Eagle Road is the point of considerable congestion. During peak hours, traffic can back up from this intersection to near Berwind Road. This congestion not only affects our residents, but it also affects Cabrini and Eastern Universities. To that end, the Universities approached the Township to partner in improving the intersection, via the use of a Multimodal Transportation Fund Grant (MTF). The following are highlights of the proposed intersection improvements:

- A dedicated left-hand turn lane for south bound King of Prussia Road on to Pine Tree Road
- A dedicated left-hand turn lane for north bound King of Prussia Road onto Eagle Road
- A dedicated right-hand turn lane for east bound Eagle Road onto south bound King of Prussia Road
- A left-hand turn lane from north bound King of Prussia Road into Cabrini University
- Road widening (along the frontage of Eastern and Cabrini Universities), as well as wearing course overlay
- New traffic signals

The plan set for the proposed project is attached for your convenience. The estimated total project cost is \$1,861,398. The amount requested in the grant application is \$1,302,979. Local matching (30%) funds of \$558,419 are required; the match would be split amongst Radnor Township, Cabrini University, and Eastern University equally, with our share being \$186,140. Pending Board of Commissioners approval of Resolution #2018-09, the requisite grant request letters (please see attached) letters would be signed by the Township Manager.

<u>IMPLEMENTATION SCHEDULE:</u> Upon approval by the Board of Commissioners, the appropriate funding commitment letters would be signed, and the Resolution attached to the grant applications. The project will still need to go through the Penn DOT approval process, as well as bidding procedure. The actual start of construction would be determined prior to the bidding process.

<u>FISCAL IMPACT</u>: The Township's portion of the grant would be funded from the Capital Improvement Plan (CIP), Traffic Signal Improvements, 005-04-430-48202, in the amount of \$186,140.

<u>RECOMMENDED ACTION: I respectfully request the Board of Commissioners authorize the grant application,</u> including the funding commitment letter, in partnership with Cabrini and Eastern Universities, for the Multimodal Transportation Fund Grant, with a total cost to the Township of \$186,140. MOVEMENT OF LEGISLATION: It is being requested the Board of Commissioners authorize the submission of the grant applications. **Enclosures:** Plan Set Resolution Funding Letter **Econ Partners Grant Summary**

Radnor Township Intersection Improvements (KOP, Eagle and Pine Tree Roads)



PennDOT MTF Application

Multimodal Transportation Fund (MTF) Program

The Multimodal Transportation Fund Program supports the development, rehabilitation and enhancement of transportation assets to existing communities, streetscape, lighting, sidewalk enhancement, pedestrian safety, connectivity of transportation assets and transit-oriented development.

Funding to be requested to support the complete scope of improvements at the intersection of King of Prussia, Eagle and Pine Tree Roads, including: the addition turn lanes off of King of Prussia Road; road widening, signal improvements; repaving; new signage; and related streetscape and stormwater management enhancements. These improvements are currently estimated to cost \$1,861,398.

Applicant: Radnor Township Application Lead: Cabrini University

Application Deadline: Anticipated January 2018 Funding Decisions: Summer – Early Fall 2018

Local Cost Share Requirement: 30% of total project costs (to be provided in thirds by Radnor Township, Eastern University and Cabrini University)

Required Municipal Documents:

- Authorized official resolution
 (see Draft: Radnor Township KOP_Eagle Roads PennDOT MTF Resolution_1.8.2018.doc)
- Funding commitment letter identifying source of local matching funds
 (See Draft: MTF Match Funding Commitment Letter_Radnor Township_KOP_Eagle
 Roads_January2018.doc)
- Most recent audited financial statement for Radnor Township

Possible Funding Scenario:

Assuming full funding of the grant request and equal cost share between the Township, Cabrini University and Eastern University.

PennDOT Multimodal Grant

Total Project Cost: \$1,861,398
PennDOT MTF Grant: \$1,302,979
Local Match (30%): \$558,419

Each Party's Total Share: \$186,140

LISA BOROWSKI
President

LUCAS A. CLARK, ESQ.
Vice President

JAKE ABEL

RICHARD F. BOOKER, ESQ.
SEAN FARHY
JOHN NAGLE



Phone (610) 688-5600 Fax (610) 971-0450 www.radnor.com **ROBERT A. ZIENKOWSKI**

Township Manager Township Secretary

JOHN B. RICE, ESQ. Solicitor

KATHRYN GARTLAND Treasurer

January 3, 2018

David J. Bratina
PennDOT Office of Multimodal Transportation
Commonwealth Keystone Building
400 North Street, 8th Floor
Harrisburg, PA 17120-3457

RE: King of Prussia Road and Eagle Road Intersection Improvements Project, Radnor Township

Dear Mr. Bratina,

I am writing to acknowledge the intention of Radnor Township, in Delaware County, to submit an approximately \$1,302,979 Multimodal Transportation Fund grant request to complete roadway and pedestrian safety improvements at the intersection of King of Prussia and Eagle Roads in Radnor Township, PA. The municipality is partnering with Cabrini University and Eastern University to complete the project.

Grant funds received from PennDOT will be used to address congestion and multimodal circulation concerns at the intersection of King of Prussia and Eagle Roads. The improvements involve the overall enlargement of the intersection, including: the addition of a northbound turn lane off of King of Prussia Road; signal improvements; repaving; new signage; and related streetscape and stormwater management enhancements.

Cabrini University, Eastern University and Radnor Township will provide the matching funds for this project. The municipality is committed to providing one third (1/3), up to \$186,140, of the \$558,419 in matching funds towards the anticipated \$1,861,398 in total project costs. Collateral for the municipal match is the Township's taxing authority.

Thank you for your consideration of Radnor's MTF request. Should you have any questions about the project or the municipality's committed match funding, please contact me at (610) 688-5600 or rzienkowski@radnor.org.

Sincerely,

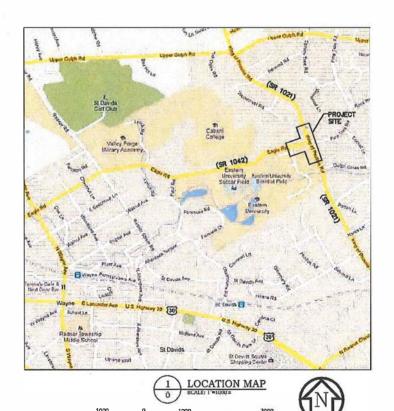
Robert A. Zienkowski Township Manager and Secretary

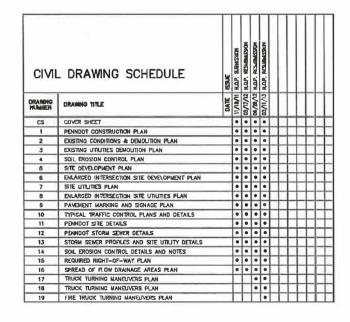
INTERSECTION IMPROVEMENTS

FOR

EAGLE ROAD (S.R. 1042) AND KING OF PRUSSIA ROAD (S.R. 1021)

SAINT DAVIDS, PENNSYLVANIA 19087 RADNOR TOWNSHIP, DELAWARE COUNTY





Associated Controlling Constitutions inscrepatates

DAVID C. BRANDT

PROJECT

INTERSECTION IMPROVEMENTS

042) AND OAD (S.R. 1021) NSYLVANIA 19087

EAGLE ROAD (S.R. 10 KING OF PRUSSIA RC

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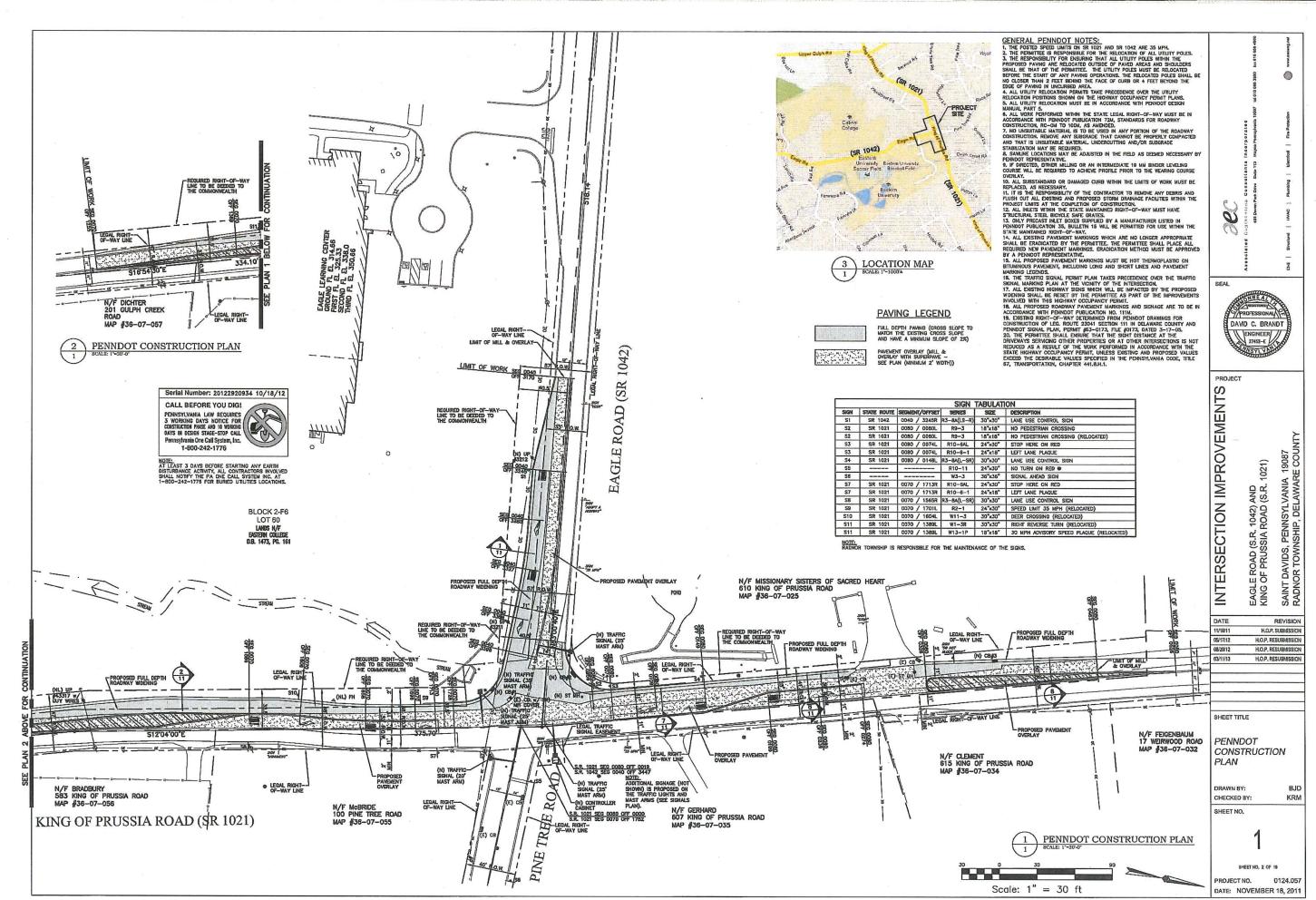
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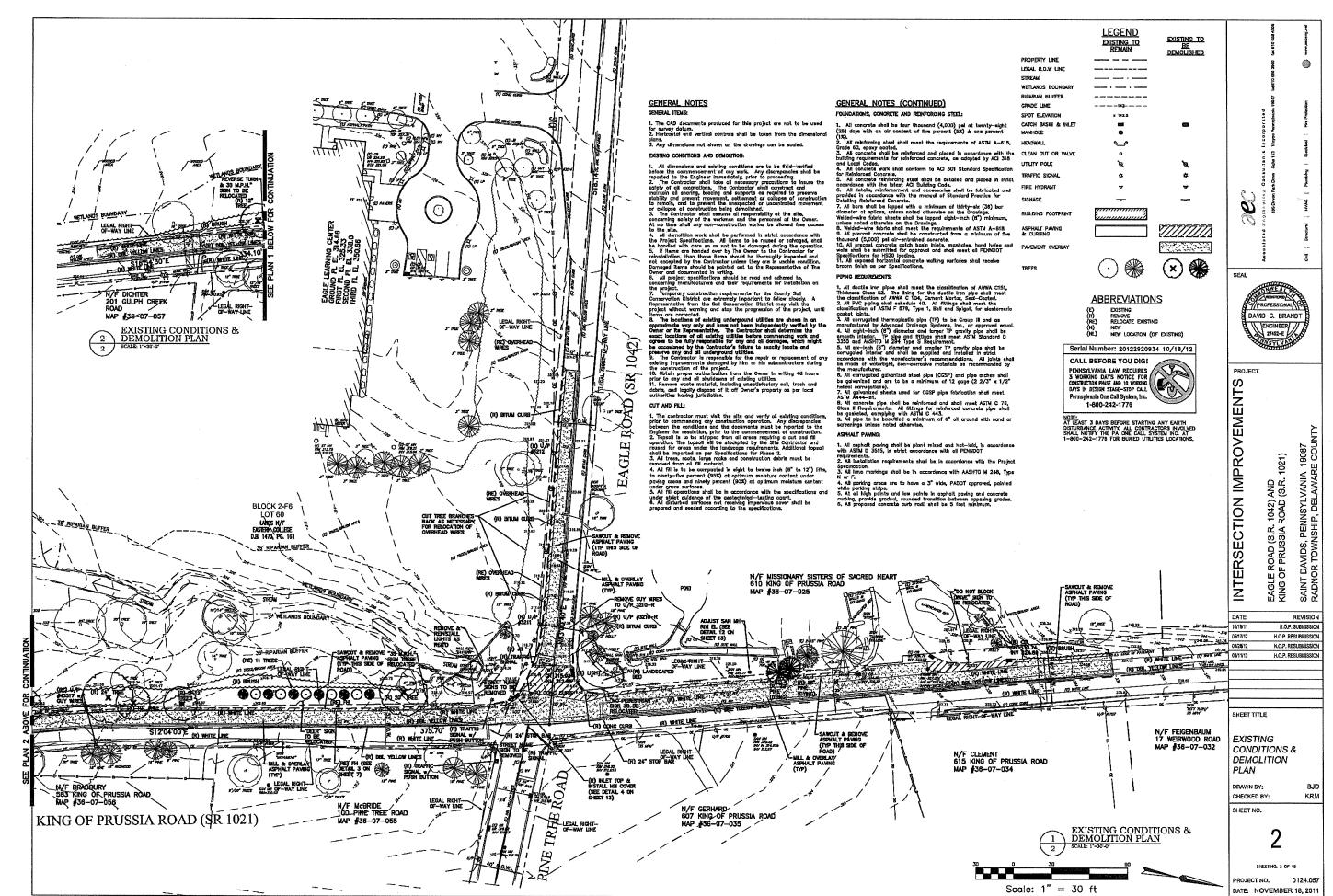
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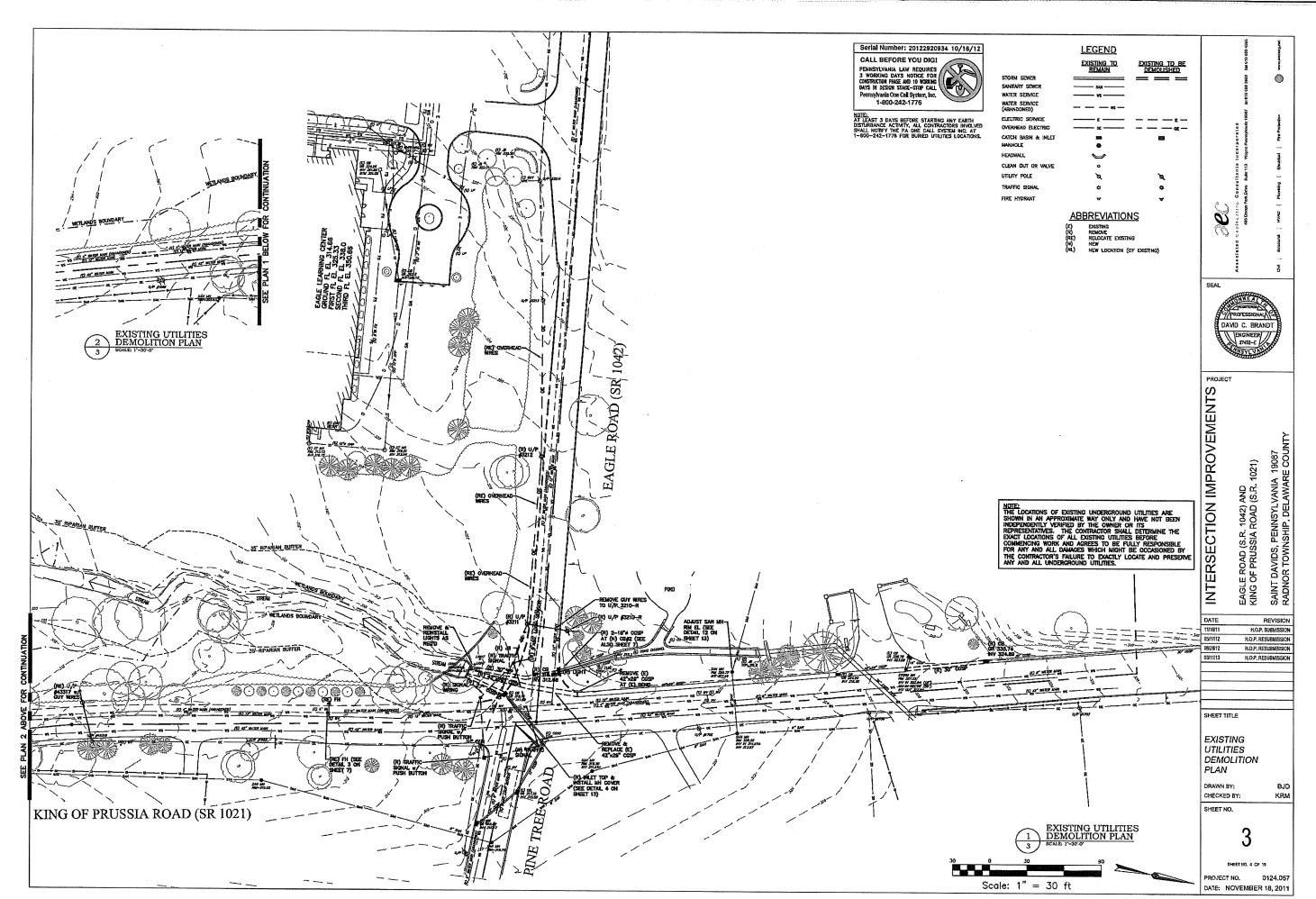
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PROJECT NO. 0124.057 DATE: NOVEMBER 18, 2011





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KING OF PRUSSIA ROAD (\$R 1021)

4

HEET TITLE

CONTROL

PLAN

DRAWN BY:

CHECKED BY:

SHEET NO.

GnB2

NOTE: STORM PIPE REMOVAL AND

INSTALLATION SHALL OCCUR ONLY WHEN THE FORECAST IS RAIN FREE FOR AT LEAST 72 HOURS.

(N) CONTROLLER

GeC

Scale: 1" = 30 ft

SOIL EROSION

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PROFESSIONAL DAVID C. BRANDT

ENGINEER 27452-E

AND (S.R.

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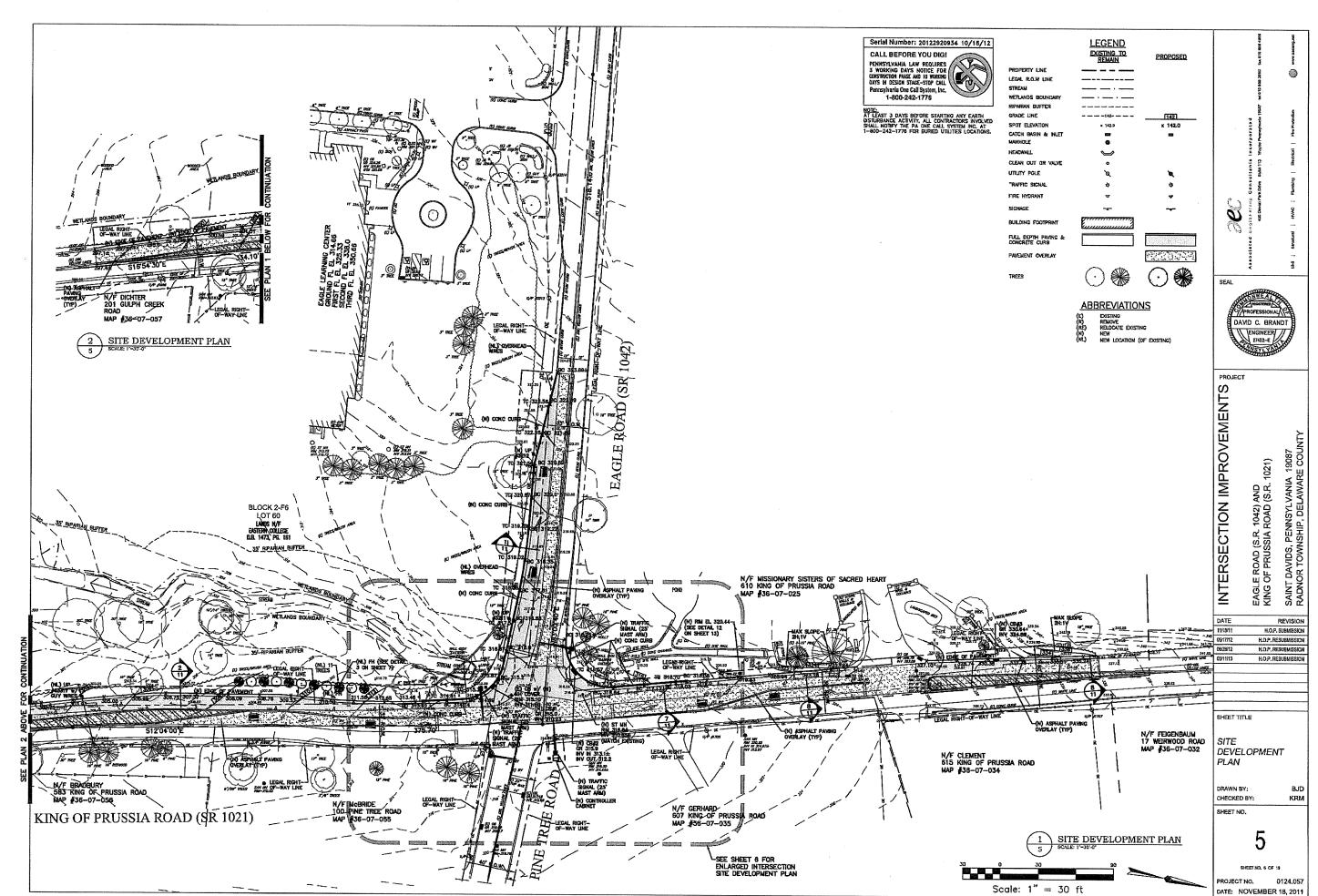
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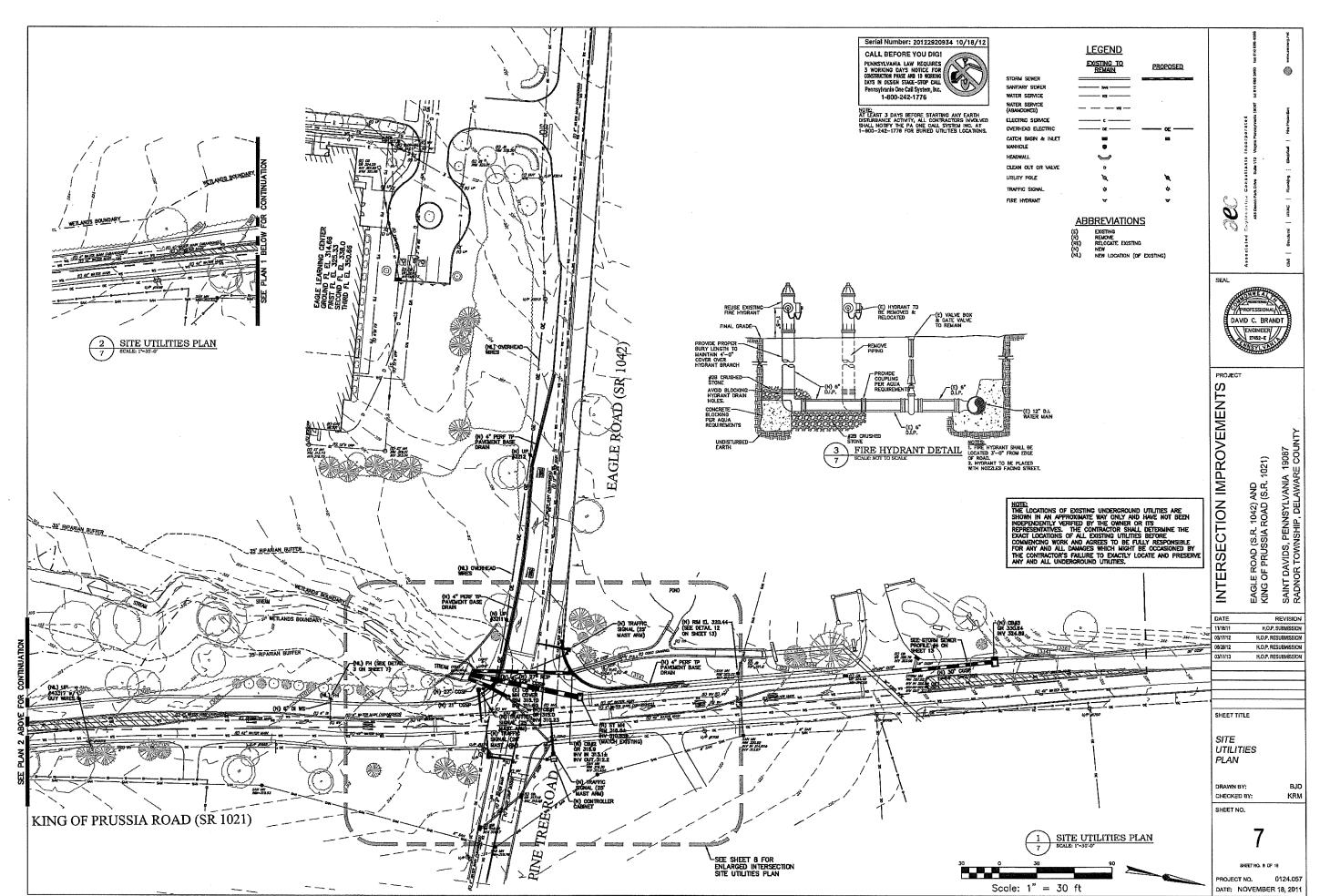
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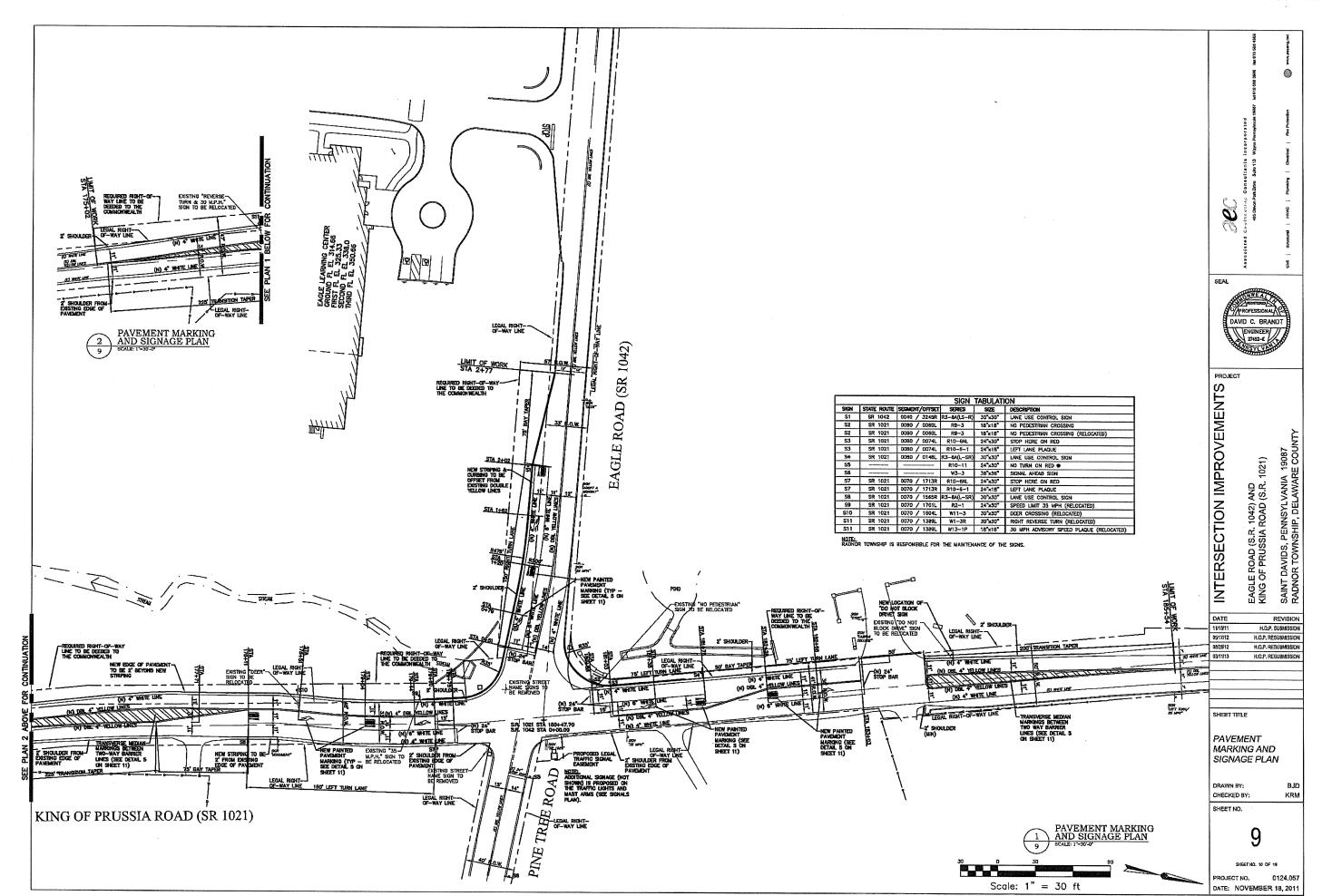
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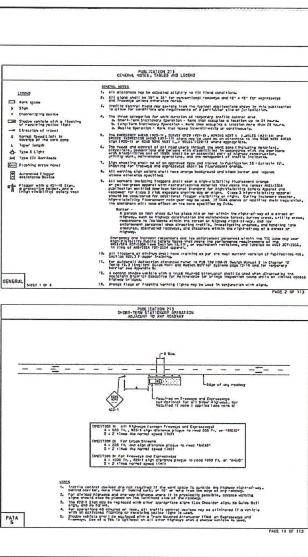


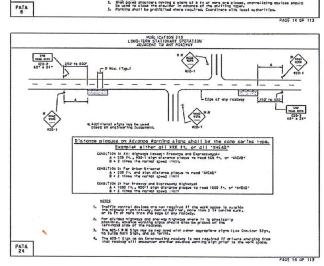
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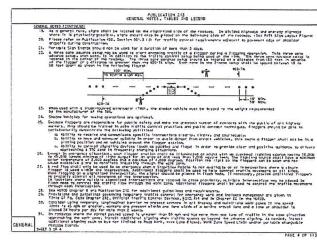


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PUBLICATION 713 SHORT-TERM STATIONARY OPERATION TRO-LANE, TRO-WAY ROADWAY - FLAGGING

Sor Win. to 100' Nos.

ques on Advance Warning signs shall be the some series type. Examplet elimer all XXX fr. or all "AMEAD"

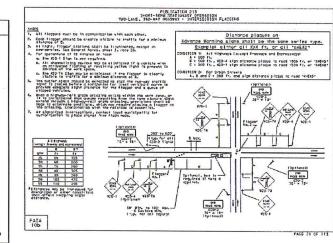
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A 1500 ft.

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C 1500 ft. allow allowed prospector read 1000 ft. or "angle"

C 1500 ft. allow allow districts prospector read 1500 ft. or "angle"



GENERAL NOTES, TABLES AND LEGEND

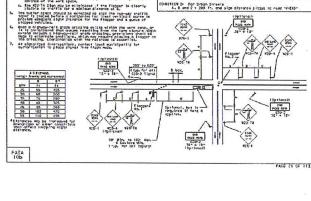
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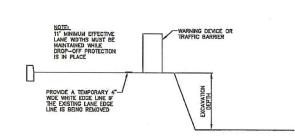
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10 byw or less L = 10

45 byw or more L = 55

8 = width of utilant in lust







NOTES:

1. Molntenance and Protection of Traffic during construction shall be in accordance with applicable figures PATA 5, 8, 10a, 10b, 9ol.2, 24, and 25a in PannDOT Publication 213, "Work Zone Traffic Control Guidelines", as amended April 1, 2010, and Title 57 PA Code, Chapter 212, "Official Traffic Control Devices", dated February 4, 2006 or most current.

2. No traffic restrictions or lone closures are permitted between the hours of 6:00AM to 9:00AM and 3:00PM to 6:00PM, Manday through Friday and legal halidays. holidays. 3. The contractor must notify the District 6—0 Traffic Management Center

(TMC) two (2) days in advance of any proposed lane or shoulder restrictions or road closures, and fifteen (15) minutes prior to the start of work. The contractor must notify the TMC when the road is restored to normal

operation. The TMC phone number is (610) 205-6934.

4. The contractor must notify Gene Bloum of the District 6-0 Press Office at (610) 205-6800 two (2) weeks in advance of any significant lone closures

at (610) 205-6800 two (2) weeks in advance of any significant lone closures of deburs.

5. The local municipality must be notified when a signalized intersection folls within the work zone. A signalized intersection must not be flagged without the municipality placing the signal on flash.

6. The contractor shall limit disruption to pedestrian facilities during the proposed construction and all provide alternative pedestrian routes when extended disruption to the predestrian facilities count be avoided.

7. Access to all driveways must be maintained at all times.

8. All workers shall were safety appared as set forth in Title 23 of the Code of Federal Regulations (CFR) Part 634 effective November 24, 2008.



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RSECTION IMPROVEMENT

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1021) AND (S.R. 1042) / ROAD (SSIA DAVIDS, OR TOWN EAGLE ROAD () KING OF PRUS SAINT

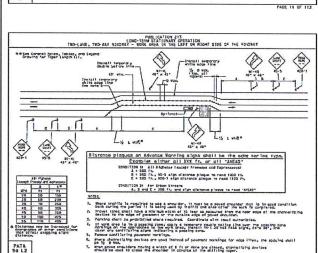
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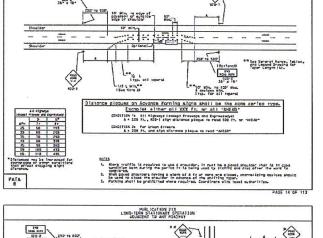
TYPICAL TRAFFIC CONTROL PLANS AND DETAILS

DRAWN BY: KRM

CHECKED BY: SHEET NO.

0124.057 PROJECT NO. DATE: NOVEMBER 18, 2011





GENERAL NOTES, TABLES AND LEGEND

General virto i continuity

14. Trettis forms and i may be used our try super som approxima.

15. Prettis forms and i may be used our try super som approximate the presentation of the pr

Equipment, and its documental graphical properties of the properti

If a fin condition present equipment, whiches and enterfal from being a treat or indicated to prograph (if a or if these is placed for use or condition or or new the injuryop parties which the sort copy, who borricoses, down or show protective programs, which is not considered to the condition of the condition

13) Barkers are not porafited to park their vehicles within the highest right-of-way in a normer that comprehens the safety of vertices, padeatrices or the inevaling public.

In all of workers, possible from a minimal top public .

In all of work of controls from a time of originates, which are were all should occur at this a buffer appoint.

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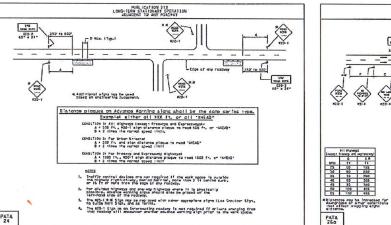
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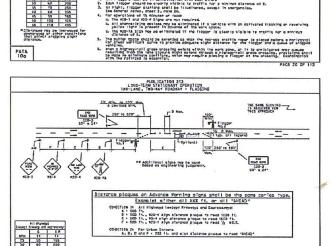
If the work order is such that fleeding operations are necessary, the ficepare may begin fleeding approximate strain should working along one in place. Otherwise, the installation of commonlying devices or the years are post and can begin after the placement of the approximant of the processing edges. The stallation is required to the processing of the

13 If dealtone, a shope vehicle was be ploted between approaching matrix and the sorters are are installing channeling to about the sork area. After channeling devices are thanking, the vehicle key to removed at rowed incide the sork area and early are basic.

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After work is copieted, the work sons traffic control soften may be distincted. The programity me excluse which auround me work often smaller inspects on the control of reality is appealed the product of the control of the control

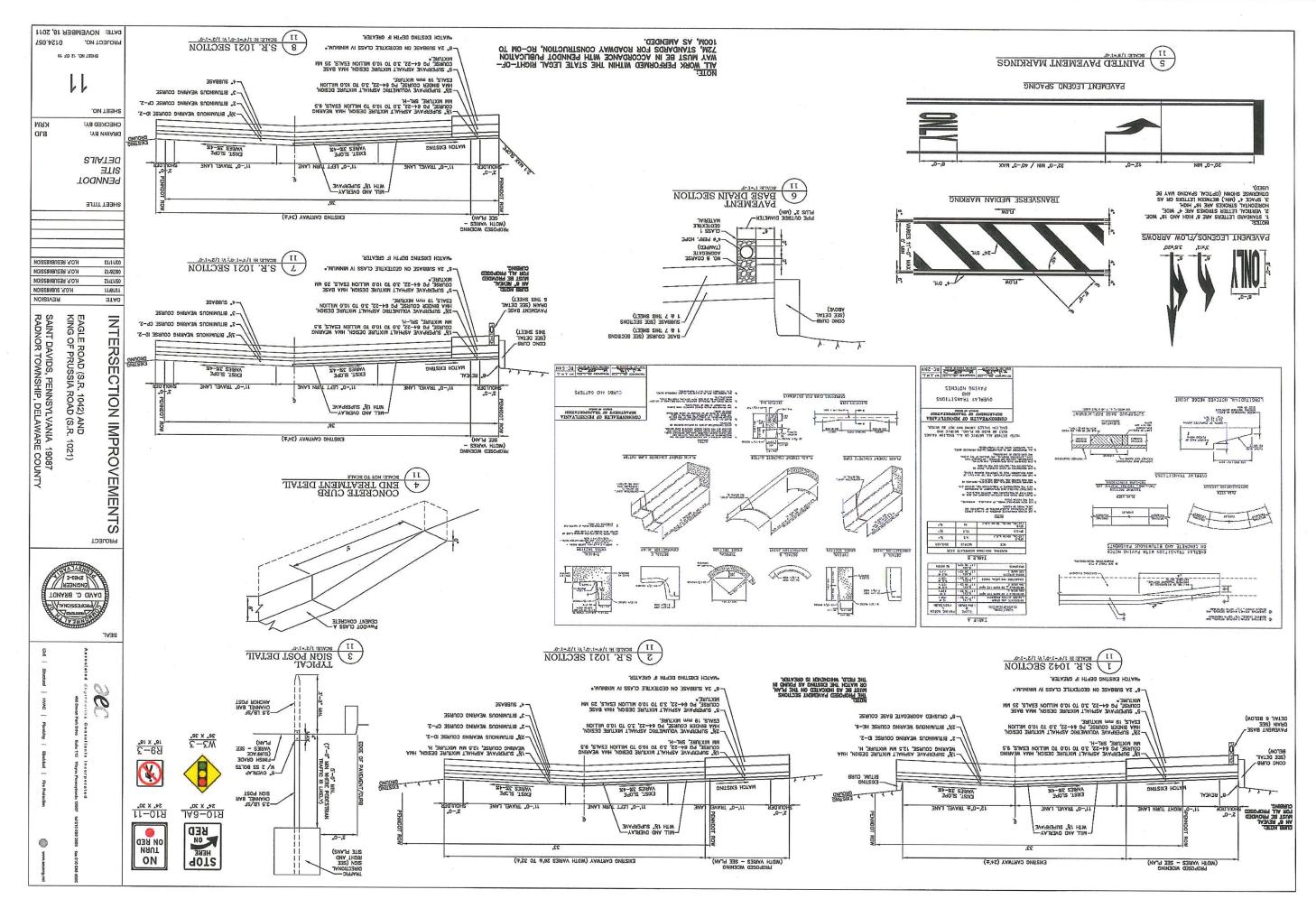


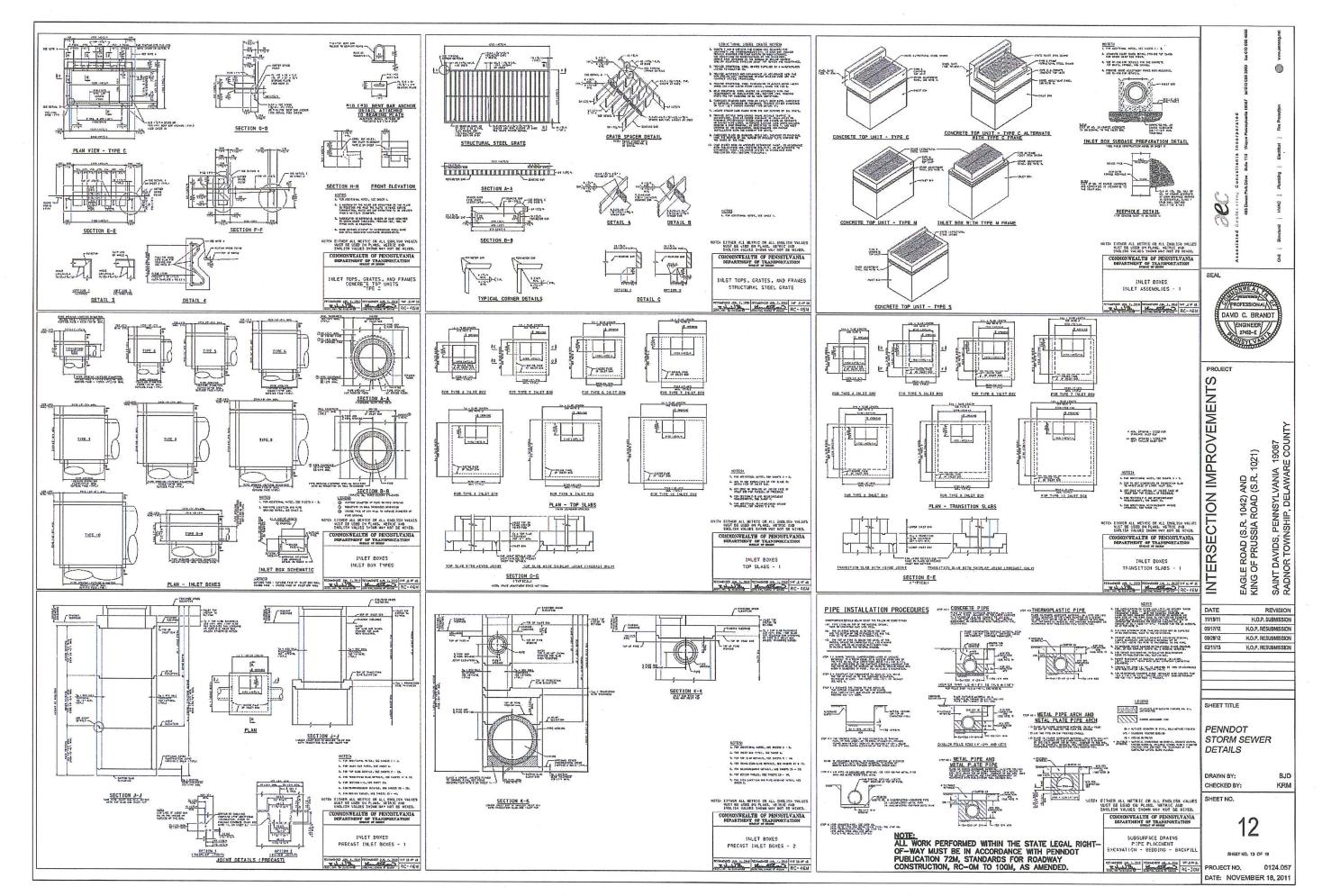


All Floppers must be in communication with each power.
 Each Flooper should be clearly visible to maintain a minimum observe of E. Santha, Cleoper stations should be flowering except in comparation.

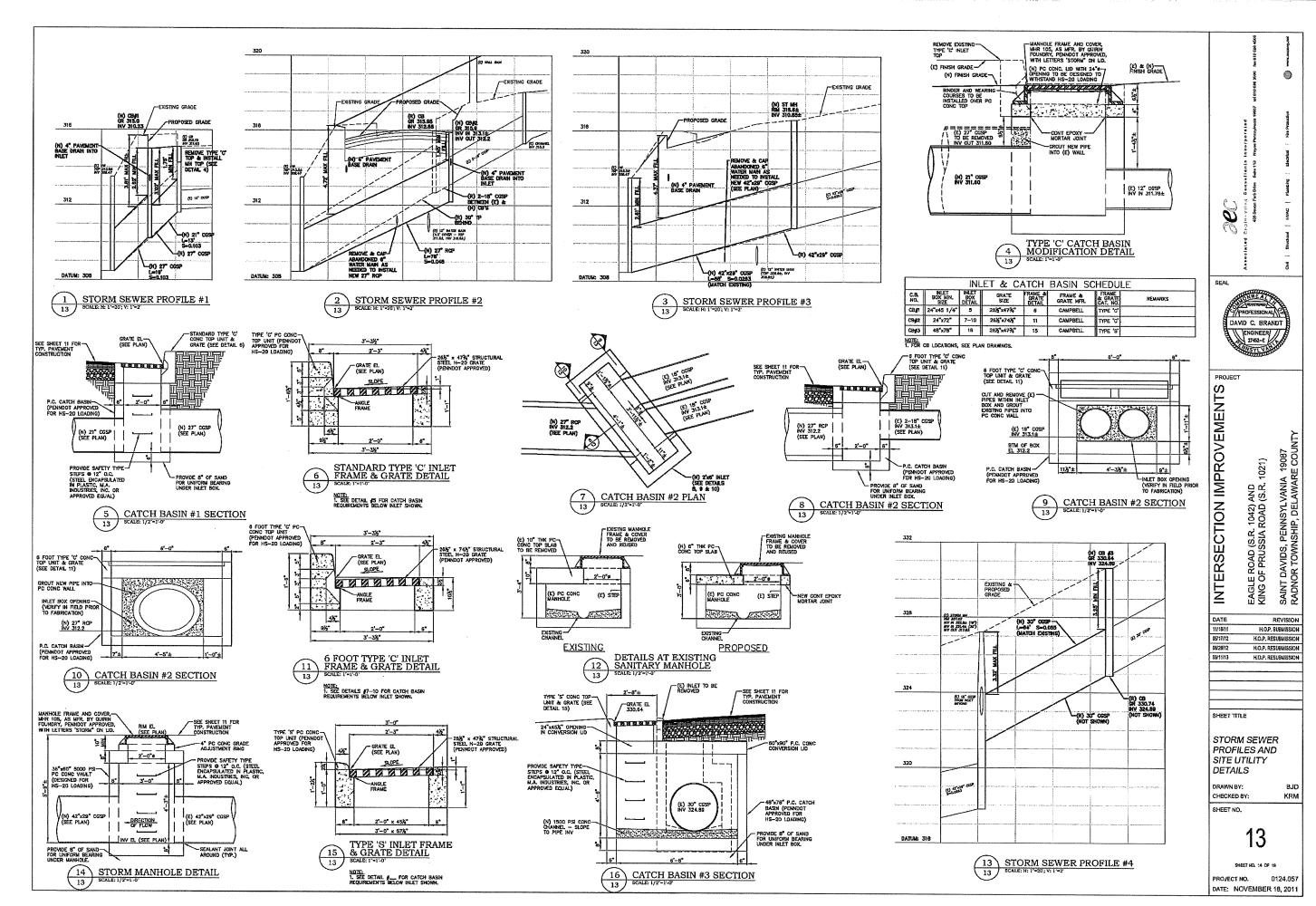
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A Comment of the Space North State (Space Comment of Space Comments) and the Space of Space Comments o

JOINING FENCE SECTIONS

(LOCATION SHOWN THUS

-R-3 ROCK -FILTER FABRIC HEIGHT OF ROCK FILTER = 5/6 HEIGHT OF FILTER FABRIC FENCE LAASHTO #57

> 2 ROCK FILTER OUTLET NOTE: TO BE INSTALLED WHERE SILT FENCE HAS BEEN OVERSTRESSED BY SEDIMENT BUILD UP.

THE TOP OF EACH BLANKET SHALL BE COVERED WITH A (XAM) E USE A COMMON ROW OF-STAPLES ON ADJOINING BY ANKETS

TYPICAL CURLEX BLANKET INSTALLATION DETAIL SCALE: NOT TO SCALE 14 (LOCATION SHOWN THUS

NOTES:

1. PRIVIDE CURLEY BLANKET AS MANUFACTURED BY
AMERICAN EXCELSIOR COMPANY, OR APPROVED EQUAL,
2. MISTALL ACCORDING TO MANUFACTURER'S
SECONDARY OF THE STATE OF THE STATE

2" X 2" X 3/4"-RUBBER BLOCK 1/4" NYLON ROPE INSTALLATION DETAIL ISOMETRIC VIEW

TEMPORARY ROADWAY TYPE 'C'
INLET FILTER BAG DETAIL

SCALE NOT TO SCALE

NOTES:

1. INSPECT MLET FILTER BAG AFTER EACH RUNGFF EVENT. MAINTAIN AS REQUIRED TO ENSURE PROPER FUNCTIONING OF THE BAG.

2. REMOVE ACCUMULATED SEDMENT/DEERIS WHEN THE INLET FILTER REACHES ONE—HLAF MANIMAL CAPACITY.

3. REPLACE FILTER BAG IF REPPED OR TORN.

4. USE SANDARGS AT TYPE C INLET CURB OPENINGS TO PREVENT BYPASS FLOW.

5. REMOVE AND PROPERLY DISPOSE OF INLET FILTER BAG WHEN NO LONGER NEEDED.

MAXIMUM & FEET SPACING FENCING ATTACHED
TO EACH POST IN
AT LEAST 3 PLACES MAX 6. EARANGE ABOVE TREE PROTECTION
BARRIER FENCING DETAIL
SCALE: NOT TO SCALE

NOTES:

1. PROTECTION BARRIER SHALL BE 4 FEET HIGH, CONSTRUCTED OF DURABLE AND HIGHLY VISIBLE MATERIAL (PLASTIC GRANGE CONSTRUCTION FENCE AND SNOW FENCE MAY BE USED).

2. PROTECTION BARRIERS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE WORK AT THE STE.

3. ADDITIONAL WARNING SIGNS SHOULD ALSO BE PLACED ON THE FENCING AND IN APPROPRIATE AREAS NEAR THE WORK ZONE.

4. RICE PROTECTION FENCE SHALL BE INSPECTED & MAINTAINED BY THE CONTRACTOR AT THE END OF EVERY DAY FOR THE DURATION OF THE PROJECT. THE PROVE SHALL BE INSPANCE SHALL.

UTILITY LINE TRENCH EXCAVATION

1. Limit advanced dearing and grubbing operations to a distance equal to two times the length of the pipe installation that can be completed in

2. Work craw and suppment for franching, pipe installation and backfilling shall be self-cantabed and suppment from clearing, grabbing, site restriction and stabilization operations.

3. All soil executed from the tranch shall be placed on the uphill side of

3. All soil excentree from the urant, and so purces of an element to the trach.

4. Limit doily tranch excention to the length of pipe placement and backfilling that can be completed that same doy.

5. Woter which accumulates in the open tranch shall be completely rannowed by pumping before pipe placement and/or backfilling begins. Water removed from the tranch shall be pumped through a filtration

davica, 6. On the day following pipe piocement and backfilling, the disturbed area shall be graded to final contours and appropriate temporary erasion and sediment polition central resources/facilities shall be installed. Stabilization shall be done immediately after the backfilling is compiete.

FILL MATERIAL NOTES:

If the site will need to import or export meterici from the site, the responsibility for parforming environmental dua diligence and determination of clean fill will rest with the General Contractor.

Geon FB is defined as: Uncontaminated, non-water soluble, non-decomposable, laret, self material. The term includes self, rock, stone, drodged material, used asphale, and brick, block or concrete from construction and demolition activities that is separate from other waste and is recognizable as such. The term does not findle materials placed in or on the workers of the Commonwealth unless observice outhorized. (The term "used asphalt" does not include milled asphalt or asphalt that has been processed for re-use).

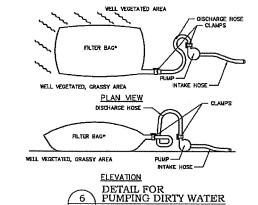
Coon FBI offected by a spill or release of a regulated substance: FBI moterate affected by a spill or release of a regulated substance still qualifies as clean fBI provided the testing nevoles that the fBI material contains cancentrations of regulated substances that are below the residential limits in Tokies FP-1a and FP-1b found in the Department's policy "Management of FB".

Any person plocing clean fill that has been affected by a spill or release of a regulated substance must use form FP-001 to actify the origin of the fill meteria and his results of the onelytical testing to qualify the material receiving the fill. A copy of Farm FP-001 can be found at the end of these first vectors,

these instructions.

Environmental due diligences: The applicant must perform environmental due diligence to determine if the fill implication ossociated with the project qualify as clean fill. Environmental due diligence is defined as: Investigative techniques, including, but not limited to, visual property inspections, extending the control of the

NOTE.
Fill material that does not qualify as clean fill is regulated fill. Regulated
fill is waste and must be managed in accordance with the Deportment's
municipal or residual waste regulations based on 25 Pa. Code Chapters 287
Residual Waste Management or 271 Municipal Waste Management, whichever
is applicable. These regulations are available on-line at https://www.nean.org/months/months/



14

FILTER BAG NOTES:

1. FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENTICH, DOUBLE STRINGED "A" TYPE SEAUS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MIGRONS.

1. FILTER BAGS SHALL BE BAGS SHALL BE ERPLACED WHEN THEY REQUIRED FOR DISPLOSAL PURPOSES SHALL BE REPORTED BE REPORTED WHEN THEY RECOVER HAS FOLLS. SHALE BE CASTED IN A WELL-VEGETATED (ORASSY) AREA, AND DISCHARGE ONTO STABLE PROSUMENT AREAS, WHERE THIS IS NOT POSSIBLE, A CECITEXTILE FLOW PATH SHALL BE PROSUMED IN A WELL-VEGETATION CONTEXT, CRECETATION MAI, STATE HIS AS MANUFACTURED BY TO MIRRAF, INC., CR. APPROVED EDUAL, INSTALL AS PER MANUFACTURER'S MANUFACTURER WHEN SHALL BE LOCATED SHALL BE INSTALL AS INTERNATIONAL OF THE MANUFACTURER WHEN SHALL BE NOT POSSIBLE, A CECITEXTILE TO A COPE OF REALED HAND STATE OF MANUFACTURER WHEN SHALL BE NOT POSSIBLE, A CECITEXTILE TO A STATE OF MANUFACTURER WHEN SHALL BE NOT POSSIBLE, A CECITEXTILE OF MANUFACTURER WHEN SHALL BE NOT POSSIBLE OF MAINTENANCE OF MAINTENANC

EROSION AND SEDIMENTATION CONTROL CONSTRUCTION NOTES:

1. SILT FENCE: Silt fences shall be installed downslope of all areas to be disturbed before any work begins. Silt fence shall be installed as near as possible to the locetions shown on the plan. Installed an shall be as follows a. Silt fencing must be installed parallel to existing contours or constructed level alignments. Both ands of each fence section must be extended at least 8 feet upslope at 45 degrees to the main fence alignment.

be extended at least 8 feet upslops at 45 degrees to the main fence oliginament.

b. Dig a 5" deep transit along the upslops side of the fence line.

c. leasted fence posts 16" below the ground surface at 6" maximum intervals an a slight angle toward the anticipated runneff seurce.

d. Stretch and featur filter febric to the upslops side of the support stakes. Wherever reinforced febric fence is installed, the reinforcement mesh shall be featured to the stakes prior to the febric.

e. At fobric ends, both ands should be wropped ground the support stakes. The stakes of the febric considerable that the stakes the end stakes shall be held together while the fobric is wropped around the support stake and stakes shall be held together while the fobric is wropped around the stakes at least one revolution prior to driving the stakes.

f. The bottom of the fence shall be anchored by piccing the fobric in the bottom of the fence, and beat felling and compacting the fill material in the trench.

g. Gay wires shall be attached to reinforced silt fence. As acceptable alternative is to stake strow bales on the downstope side of the fence. It is a stake strow bales on the downstope side of the fence.

L. Silt fence shall be impreciately replaced. Rock filter contact hall be installed whars fences have become overstressed dust to estimant build up.

2. Stormsoter inlate must be protected until the tributory cross are stabilized.

3. STRUCTURAL AND CONSTRUCTION FILL: In all areas where structural or construction fill is to be placed, "grubbing" shall be carried out prior to lacke on the feature of the fence where structural or construction fill is to be placed, "grubbing" shall be carried out prior to lacke on the fence.

3. STRUCTURAL AND CONSTRUCTION FILL: In all areas where structural or construction fill is to be placed, "subbing" shall be contribed out prior to placing any fill. All trees, brush and other vegetation within the placing any fill. All trees, brush and other vegetation within the contractor of the place of the pl

1. Lime shall be evenly broadcast @ 190 lbs/1,000 sq. ft. (or as per soil test).
2. 10-25-25 Basic Fertilizer shall be evenly broadcast at the rate of

2. 10-25—25 Basic Fertiliter shall be evenly broadcast at the rate of 25 ba/1.000 eq. ft.

3. Sead with annual ryegraes at a rate of 1 ib/1,000 eq. ft.

3. Sead with annual ryegraes at a rate of 1 ib/1,000 eq. ft.

If the season prevents the establishment of a temporary vegetative cover, the disturbed areas will be mulched with strew, or equivalent material, at a rate of 140 pounds par 1000 equare feet. Mulch should be applied regardless of the time of year.

5. EXSTING ROADWAY CLEANING: Contractor shall mointain a clean approach to the site. If the olds and/or debris builds up on existing asphall surfaces, the site contractor shall professionally clean that surface to the existanction of the cuthority howing jurisdiction.

7. Indet protection shall be applied, as detailed on the plan, to every filet which has been constructed to this randway subbase slevation.

8. Pollutants such as fuels, labricants, bitumens, raw sewage and other hormital moistrials shall not be alcabarged into or near rivers, streams and impoundments or into natural or manmade channels leading thereta.

PERMANENT VEGETATION BY CONTRACTOR:

GRADING AND SUB-SOIL PREPARATION

All areas that will receive permanent vegetation, such as, but not limited to, turf and planting beds, shall be prepared in the following manner:

A. Sub solis sholl be notive material free from any construction debris, stones larger than 3", organia moterial such as wood or dead plants larger than 2" in diameter. Any soliditional fill soil material brought onto sits must be inspected by owner for suitability.

B. Where Sub sols are bookfilled or constructed in depths grocer than 2 feet, each 2, foot lift shall be compacted to minimize subsidence.

C. Sub grade to be graded to within 6" of contours called for an plan, to provide proper drainage and be free all standing water.

D. Sub soils to be scarified and lossened to relieve surface compaction prior to placement of tooseil.

D. Sub soils to be accrifted and loosened to relieve surface compaction prior placement of loppoil.
E. After approved of subsoil grading, no additional equipment or vahicles may be adven on the area approved, except for equipment used in landscape operations. Any composition or depressions must be corrected to restablish proper sub-grade as previously approved, prior to installation of toppoil and plant materials.

TOPSOIL APPLICATION AND TREATMENT:

A. After topsoil (6" minimum thickness) is graded to the proper elevations, the following materials shall be applied and tilled (mixed) into the top 4" of the

1. Lime shall be evenly broadcast © 190 lbs/1,000 sq. ft. (or as per soil test).
2. Sall Conditioner shall be evenly broadcast © 50 lbs/1,000

(or as per soil test).

2. Soil Conditioner should be evenly broadcast & 50 lbs/1,000 sq. ft.

3. 10-25-25 Basic Fertilizer shall be evenly broadcast at the rate of 25 lbs/1,000 sq. ft.

4. Soil Amendment (Axis er Isalice) is overly mixed into the top 4- of the field surface.

B. After Incarporation of the obove meterois, the topsoil shall be re-firmed by dry-rolling (topsoil moisture content must be near zero percent) with a five (5) ton roles on a dual flottlen tired agricultural tractur.

C. The surface grades shall be surveyed and any unablations or tragularities resulting from applications and soil structuring shall be corrected.

O. Any states larger than 2 lackes in any dimension, shall be removed from the top 5' subting a mechanical racke picture, and attended of the top of the complete of the complete of the state of the complete of the comp

SEEDING AND MULCHING

A. Only Flotation Tre Equipment will be permitted after find grade approval.

B. Offl seading shall be occomplished by utilizing a 4" wide seader constructed with 16 rars of sleet silicons spaced." or less on contact and expects of placing sead 1/4" into the surface of a rate of 8 lbs. per 1000 square space of placing sead 1/4" into the surface of a rate of 8 lbs. per 1000 square space by 1000 square space of 2000 square space 1000 square feet in occordance with DEP specifications.

E. Provide manufacturer's fabria and straw combination to all seeded areas on banks 3 to 1 or steeper and where potential eracion may take place. MAINTENANCE:

A. Seeded lawn maintenence shall be for not less than 60 days after substantial completion.

a. If seeded in fall and not given full 50 days of maintenance, or if not considered acceptable at that time, maintenance, or if not considered acceptable at that time, maintenance, or if not considered acceptable at that time, for the considered acceptable at the following syring until acceptable for maintenance, or filling, regarding and replanting, as required, to establish a smooth, acceptable laws; first of eroded or bars area.

C. When seeding is completed, including maintenance, Owner will make an inspection to determine occeptability.

D. When it becomes necessary, the Owner shall inform the Contractor of insentiafoctory conditions of arosine and sediment devices, at such time the Contractor shall improve the conditions develop during construction the Contractor shall improve the conditions develop during construction the Contractor shall take action to remady much conditions on the prevent damage to adjoin the properties are a result of increased runniff and/or sediment displacement.

F. Seeded gross that have been washed away shall be filled and aroded as

displacement.

F. Seeded areas that have been washed away shall be filled and graded as necessary and then respected. This procedure shall be repeated after each storm or until no more signs of erasion are evident.

DAVID C. BRANDT ENGINEER 27452-E

PROJECT

UNIVERSITY

ERN

EAST

9

SEAL

3

UNION BUILDING

1300 EAGLE ROAD SAINT DAVIDS, PENNSYLVANIA 1 RADNOR TOWNSHIP, DELAWARE STUDENT PROPOSED

DATE REVISION H.O.P. SUBMISSION 11/18/11 H.O.P. RESUBAISSION 08/28/12 H.O.P. RESUBASISSION D3/11/13 H.O.P. RESUBMISSIO

SHEET TITLE

SOIL EROSION CONTROL DETAILS AND NOTES

DRAWN BY: CHECKED BY: 8JD

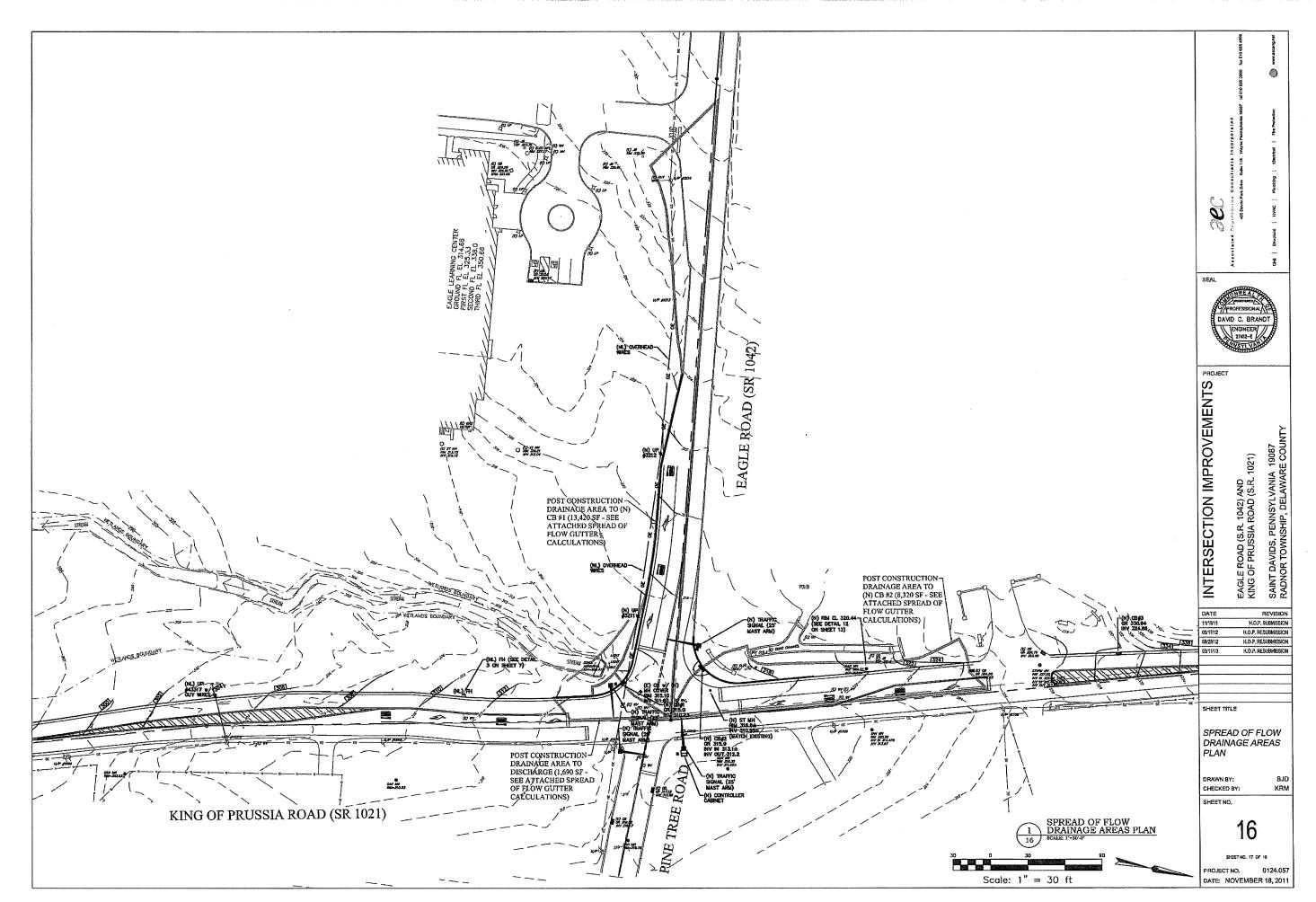
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SHEET NO.

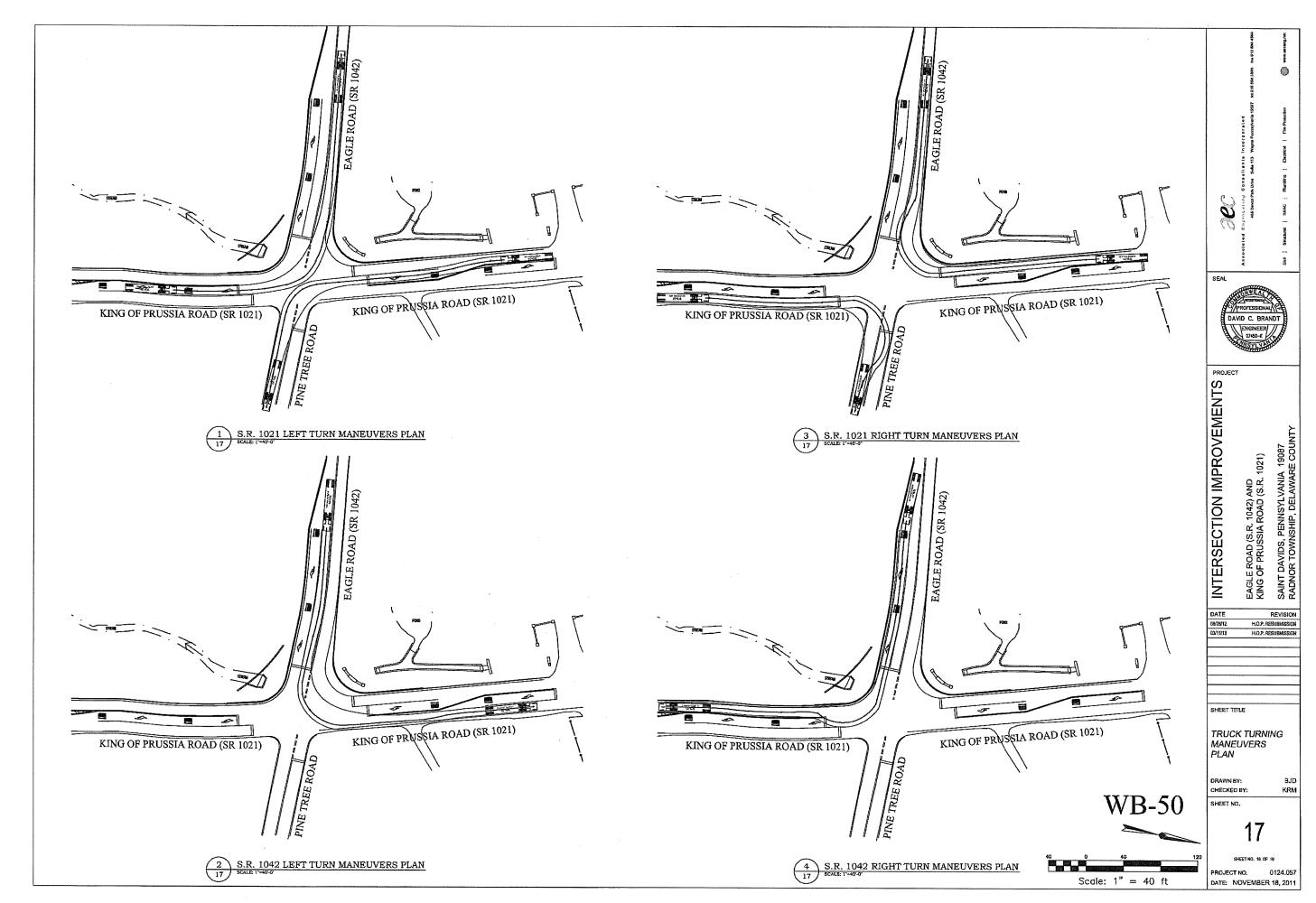
14

SHEET NO. 15 OF 19 PROJECT NO. 0124.051 DATE: SEPTEMBER 13, 2010

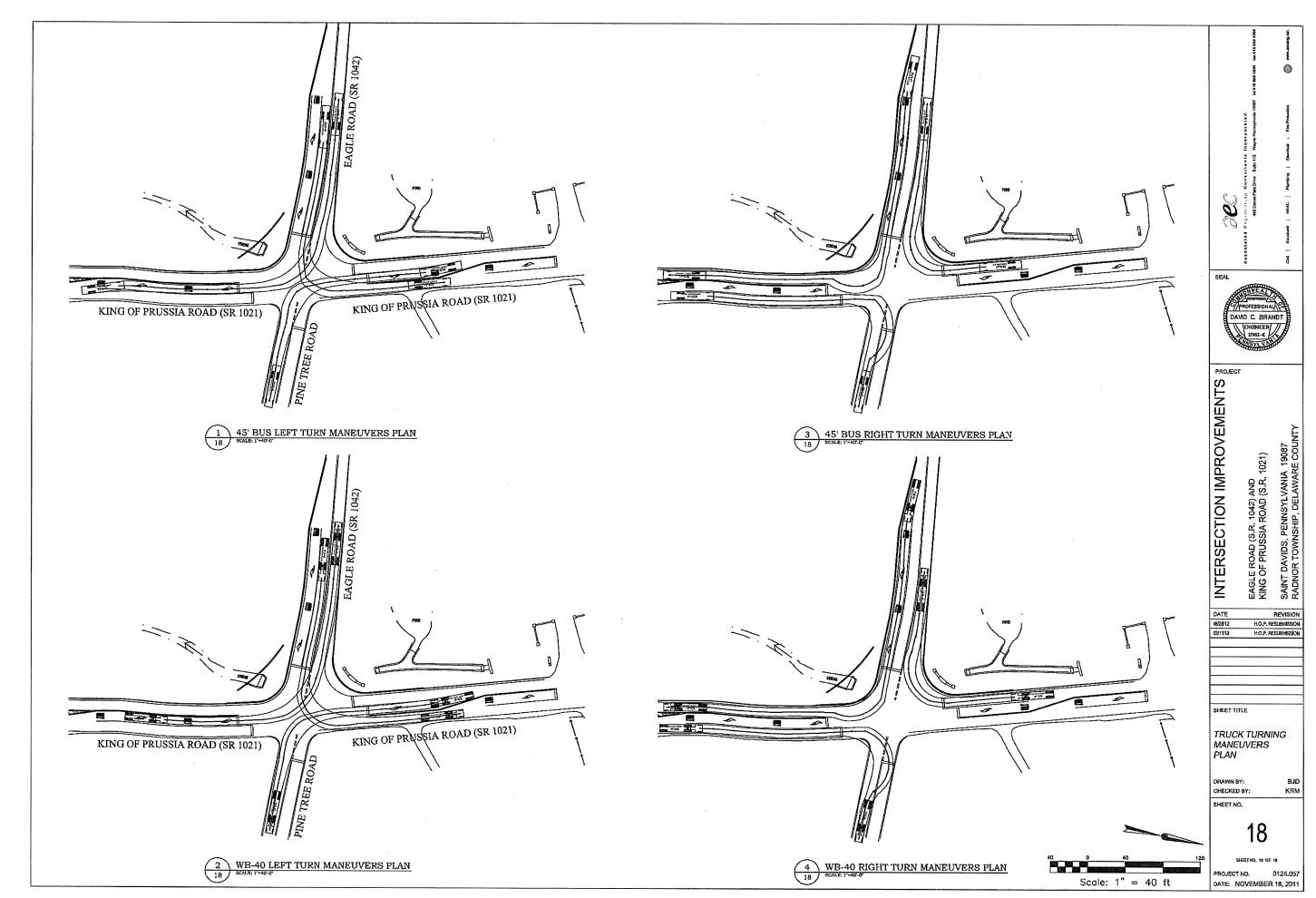
#EC...Projects/OCLFCCa/OS/Carg11 For Pd Site Handrig, 5/6/2015 ELEGIZ FIV



ABC_Projects\CITF\CtxCOT0xg\T + orMMS site Manday, 3/6/0015 0:5010



NAECLEROJSSSNOTS CEROOFDSJN FOR FOLSIS MODDING, S/6/2013 DISSINC RV



Scale: 1" = 40 ft

RESOLUTION NO. 2018-07

RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE FINAL MINOR SUBDIVISION PLAN FOR PROPERTY LOCATED AT 1 MEADOWOOD ROAD

WHEREAS, Joseph L. Eremus and Margo P. Eremus ("Applicant") submitted Final Minor Subdivision Plans for 1 Meadowood Road, prepared by Site Engineering Concepts, LLC dated September 28, 2017 to subdivide one existing lot into three lots for the possible future construction of single family dwellings on proposed lots 2 and 3 which will be reviewed as part of the grading permit process if said lots are developed in the future; and

WHEREAS, the plan has been reviewed by the Radnor Township Planning Commission; and

WHEREAS, the Board of Commissioners now intends to approve the Final Subdivision Plan for Applicant subject to certain terms and conditions.

NOW, THEREFORE, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the Final Minor Subdivision Plans for Joseph L. Eremus and Margo P. Eremus, prepared by Site Engineering Concepts, LLC dated September 28, 2017, consisting of four (4) sheets, subject to the following conditions:

- 1. The Applicant shall comply with the October 30, 2017 Gannett Fleming review letter, a copy of which is attached hereto as *Exhibit "A"*, except that sewage planning will be subject to a note on the plan and a restrictive covenant prohibiting the issuance of any grading or building permits for lots #2 and #3 in a form approved by the Township Solicitor until such time as the Pa. DEP approves the required planning modules.
- 2. The Applicant shall comply with the October 23, 2017 Gilmore & Associates review letter, a copy of which is attached hereto as *Exhibit "B"*. Additionally, access from Conestoga Road to lots #2 and #3 shall be by a shared driveway.
- 3. The Applicant shall comply with all other applicable ordinances with respect to sewage, stormwater management, zoning and building, and all county, state, federal rules, regulations and statutes, including the payment of all applicable park and recreation fees.
- 4. The Applicant shall execute Development Agreement and Financial Security

Agreements in a form and manner to be approved by the Township Solicitor.

In addition to the foregoing conditions of Final plan approval, the following Subdivision and Land Development Ordinance waivers are resolved as follows:

	a. Subdiving regarding the accredited con Township Boa of Engineers.	requirement sultant, and	that the	e plan show v lineation, unl	wetlands del ess waived l	by the Radnor
	X	Appı	coved			Denied
	b. Subdiv that the plan requirements o	show wetl	ands a			3.(5) requiring nce with the
	X	Appı	roved			Denied
	c. Subdiv regarding the (and their resp Sewer lines, s railroads, and site (including	requirement sective uses) storm drains, other signifi	that the and dri , culver cant ma	plan show e weways on the ts, bridges, u an-made featu	xisting prince e adjacent po tility easem	eripheral strip. ents, quarries,
	X	Appı	roved			Denied
<i>SO RESOLV</i> Fownship conducted	ED , at a duly co on this 16th day		_	he Board of (Commission	ers of Radnor
				RADNOR COMMISS		P BOARD OF
ATTEST:			By:	Name: Title:		

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer 412.

CC: Robert A. Zienkowski, Township Manager

William M. White, Assistant Manager/Director of Finance

John Rice, Solicitor, Grim, Bien, & Thatcher

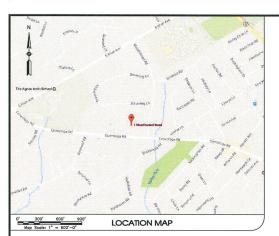
Date: January 2, 2018

Re: Resolution #2018- 07- SALDO Application #2017-S-08 -Final - 1 Meadowood Drive

The above referenced application is before the Board of Commissioners for possible final approval.

The applicant is proposing to subdivide an existing +/- 5.6-acre lot into three lots. The property is located at Conestoga and Meadowood Roads and backs up to Browning Lane, and contains a house that dates to the 19th century.

Enclosed are the detailed Gannett Fleming, Incorporated, Gilmore & Associates review letters and plan set.



FINAL MINOR SUBDIVISION PLAN 1 MEADOWOOD ROAD



AERIAL VIEW PLAN SCALE: 1"=100 +/-

CIVIL ENGINEER:

SITE ENGINEERING CONCEPTS, LLC ATTN: PATRICK SPELLMAN, P.E. P.O. BOX 1992 SOUTHEASTERN, PA 19399 P: 610-523-9002 E: PSPELLMAN@SITE-ENGINEERS.COM

OWNERS, 1 MEADOWOOD ROAD:

JOSEPH L. & MARGO P. EREMUS 1 MEADOWOOD ROAD BRYN MAWR, PA 19010

DRAWING SCHEDULE	SHEET No.
COVER SHEET	1
EXISTING FEATURES PLAN	2
FINAL SUBDIVISION PLAN (RECORDING SHEET 1 OF 1)	3
POTENTIAL SITE PLAN	4

THIS MINOR SUBDIVISION PLAN IS BEING SUBMITTED AS A FINAL PLAN PER \$255-22.

			* ************************************	
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_				
-				
-				
NUM.	DATE		REVISION	
		PLAN PREPARE	D BY:	
SIT	rr. f.N	GINEERING	CONCEPTS	I.I.C

P.O. BOX 1992

SOUTHEASTERN, PA 19399

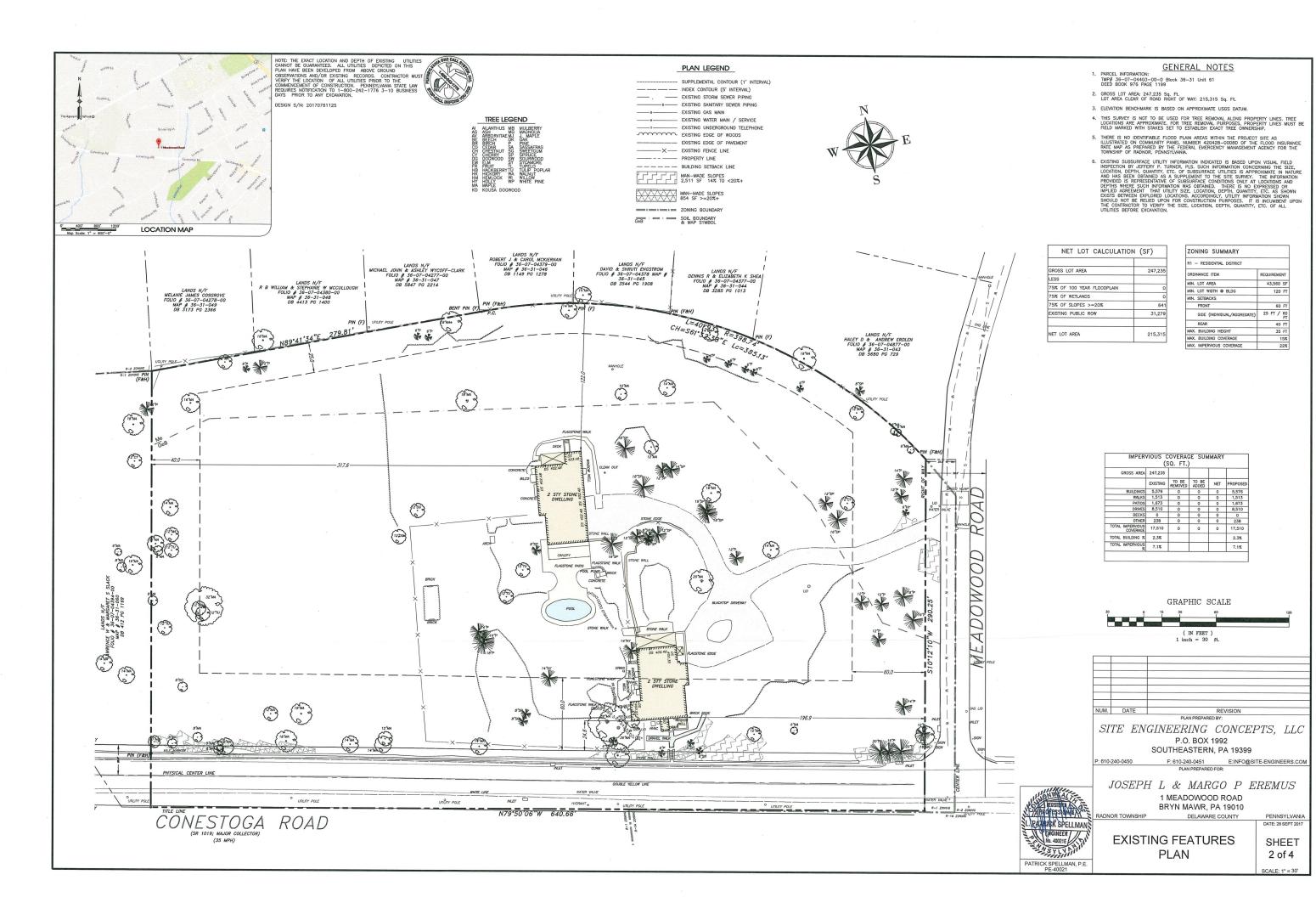
F: 610-240-0451 E:INFO@SITE-ENGINEERS.COM

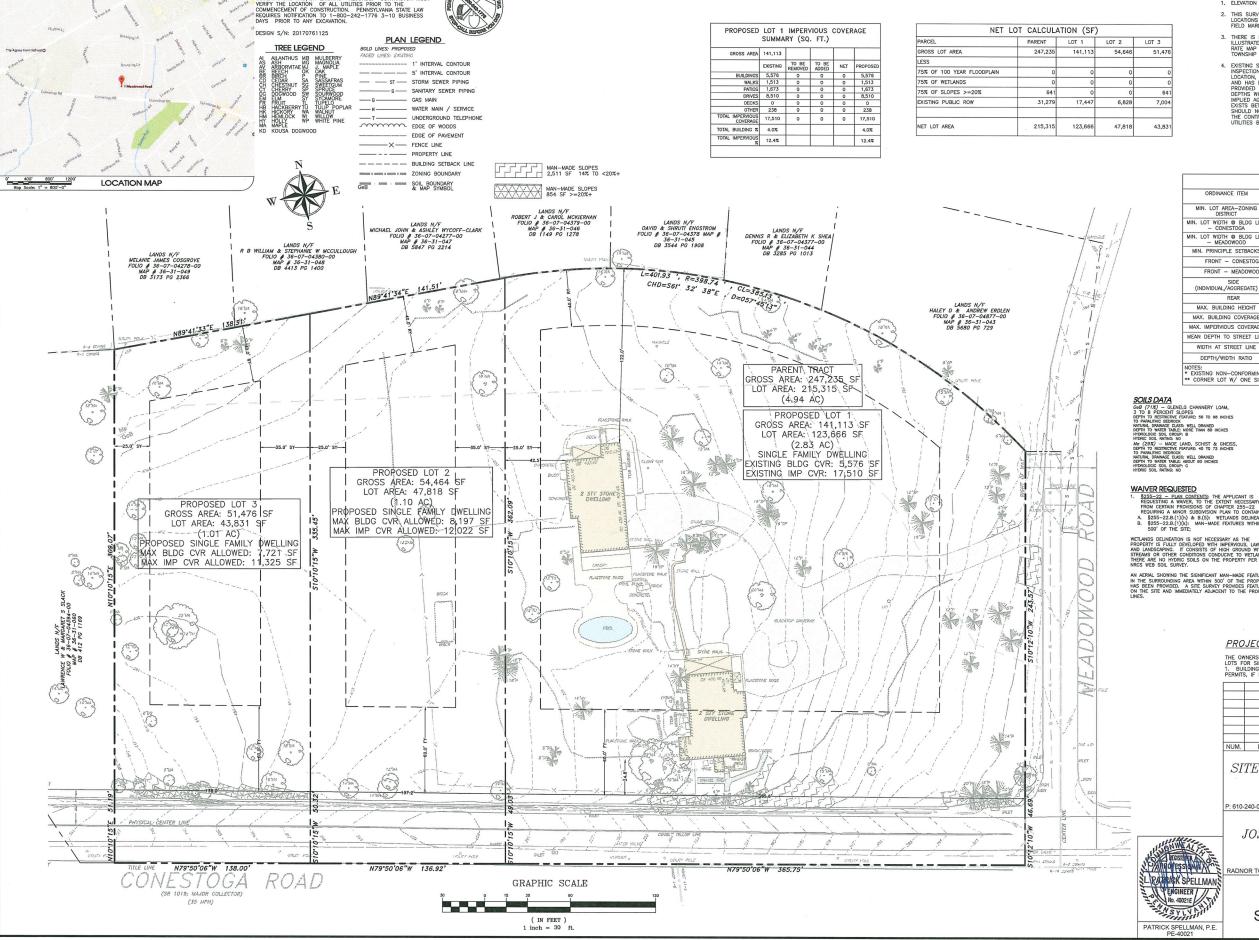
JOSEPH L & MARGO P EREMUS

1 MEADOWOOD ROAD BRYN MAWR, PA 19010

COVER SHEET

SHEET 1 of 4





GENERAL NOTES

- 1. ELEVATION BENCHMARK IS BASED ON APPROXIMATE USGS DATUM.
- THIS SURVEY IS NOT TO BE USED FOR TREE REMOVAL ALONG PROPERTY LINES. TREE LOCATIONS ARE APPROXIMATE. FOR TREE REMOVAL PURPOSES, PROPERTY LINES MUST BE FIELD MARKED WITH STAKES SET TO ESTABLISH EXACT TREE OWNERSHIP.
- THERE IS NO IDENTIFIABLE FLOOD PLAIN AREAS WITHIN THE PROJECT SITE AS ILLUSTRATED ON COMMUNITY PANEL NUMBER 420428-00080 OF THE FLOOD INSURANCE RATE MAP AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE TOWNSHIP OF RADNOR, PENNSYLYANIA.
- . EXISTING SUBSURFACE UTILITY INFORMATION INDICATED IS BASED UPON VISUAL FIELD INSPECTION BY JEFFERY P. TUNNER, PLS. SUCH INFORMATION CONCERNING THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF SUBSURFACE UTILITIES IS APPROXIMATE IN NATURE AND HAS BEEN OBTAINED AS A SUPPLEMENT TO THE SITE SURVEY. THE INFORMATION PROVIDED IS REPRESENTATIVE OF SUBSURFACE CONDITIONS ONLY AT LOCATIONS AND DEPTHS WHERE SUCH INFORMATION WAS OBTAINED. THERE IS NO EXPRESSED OR MAYLED AGREEMENT THAT UTILITY SIZE, LOCATION, DEPTH, QUANTITY, ETC. AS SHOWN EXISTS BETWEEN ETPHONED LOCATIONS, ACCORDINGLY, UTILITY INFORMATION SHOWN SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PLAPSOSS. IT IS INCUMENT UPON THE CONTRACTOR YEARY THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF ALL UTILITIES BEFORE EXCANATION.

		G SUMMAR			
ORDINANCE ITEM	R-1 DISTRICT REQUIREMENT	EXISTING TRACT	PROPOSED LOT 1	PROPOSED LOT 2	LOT 3
MIN. LOT AREA—ZONING DISTRICT	43,560 SF	215,315 SF	123,666 SF	47,818 SF	43,831 SF
MIN. LOT WIDTH @ BLDG LINE - CONESTOGA	120 FT	640.7 FT	365.8 FT	138.9 FT	136.0 FT
MIN. LOT WIDTH @ BLDG LINE - MEADOWOOD	120 FT	243.6 FT	243.6 FT	N/A	N/A
MIN. PRINCIPLE SETBACKS					
FRONT - CONESTOGA	60 FT	24.8 FT*	24.8 FT*	>=60 FT	>=60 FT
FRONT - MEADOWOOD	60 FT	196.9 FT	196.9 FT	N/A	N/A
SIDE (INDIVIDUAL/AGGREGATE)	25 FT / 60 FT	122.0 FT**	42.5 FT**	>=25 FT/ >=60 FT	>=25 FT/ >=60 FT
REAR	40 FT	317.6 FT	122.0 FT	>=40 FT	>=40 FT
MAX. BUILDING HEIGHT	35 FT	< 35 FT	< 35 FT	<=35 FT	<=35 FT
MAX. BUILDING COVERAGE	15%	2.3%	4.0%	<=15%	<=15%
MAX. IMPERVIOUS COVERAGE	22%	7.1%	12.4%	<=22%	<=22%
MEAN DEPTH TO STREET LINE		640	365	349	322
WIDTH AT STREET LINE		240	329	137	138
DEPTH/WIDTH RATIO	2.5:1	2.7:1*	1.1:1	2.5:1	2.3:1

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ON THE DAY OF ... 20 BEFORE ME, NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED WHAN ACKNOWLEGOED TO BE THE COWNERS OF THE PROPERTY SHOWN ON THE PLAN, THAT THE PLAN WAS MADE AT THEIR DIRECTION AND THAT IT IS THEIR INTENTION TO MANY THE PLAN PECORPERS OF THEIR DIRECTION AND THAT IT IS THEIR INTENTION TO

(DECEASED)

JOSEPH L. EREMUS, 1 MEADOWOOD ROAD

MARGO P. EREMUS, 1 MEADOWOOD ROAD

PROJECT NARRATIVE

NUM.	DA	TE		REVISION	
			PLAN PREPARE	D BY:	
SI	TF	E'M	CINEEDING	CONCEDTS	TIC

SITE ENGINEERING CONCEPTS, LLC P.O. BOX 1992

SOUTHEASTERN, PA 19399

F: 610-240-0451 E:INFO@SITE-ENGINEERS.COM

JOSEPH L & MARGO P EREMUS

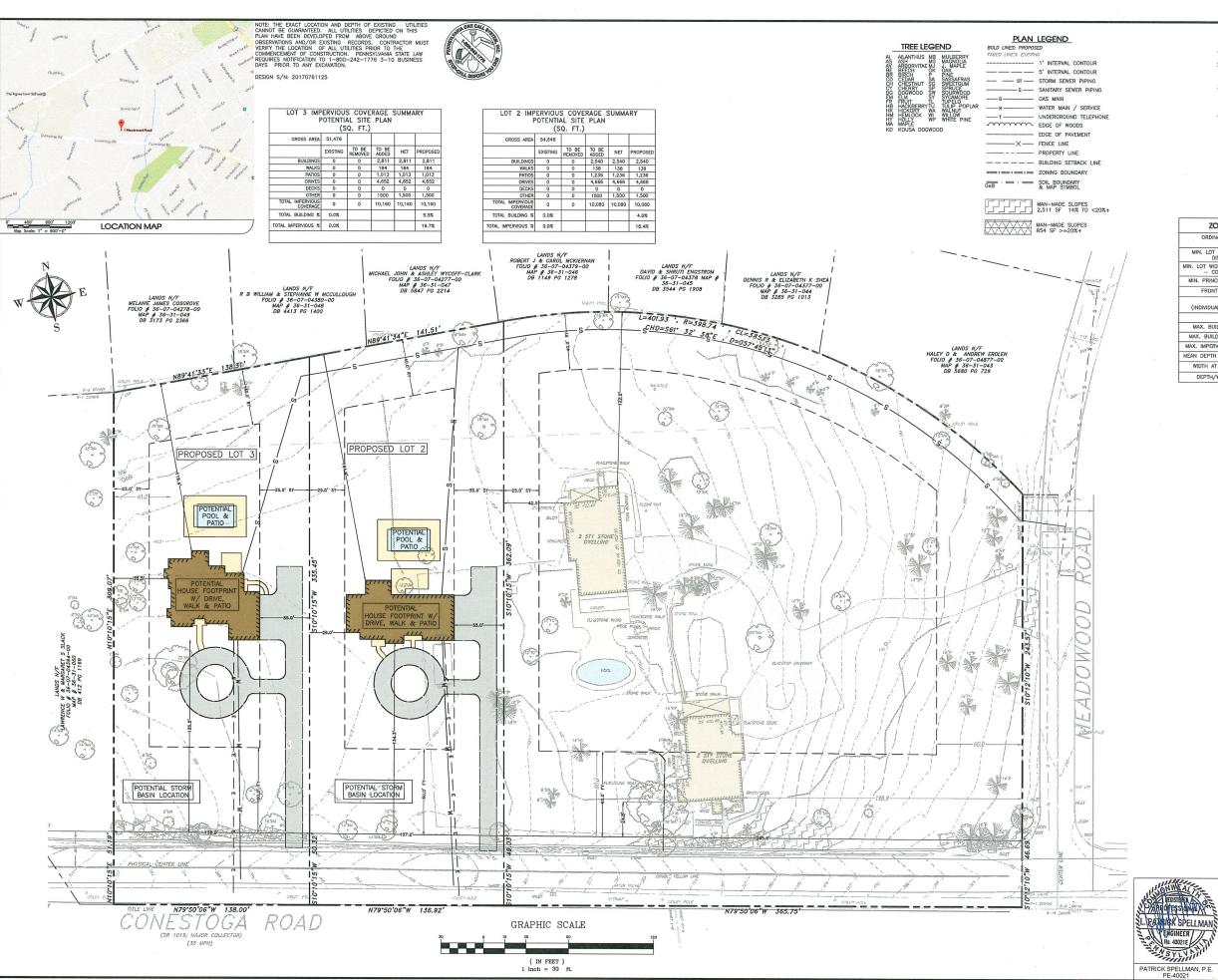
1 MEADOWOOD ROAD BRYN MAWR, PA 19010

DELAWARE COUNTY

FINAL MINOR SUBDIVISION PLAN SHEET 3 of 4

DATE: 28 SEPT 2017

SCALE: 1" = 30"



GENERAL NOTES

- 1. ELEVATION BENCHMARK IS BASED ON APPROXIMATE USGS DATUM.
- THIS SURVEY IS NOT TO BE USED FOR TREE REMOVAL ALONG PROPERTY LINES. TREE LOCATIONS ARE APPROXIMATE. FOR TREE REMOVAL PURPOSES, PROPERTY LINES MUST FIELD MARKED WITH STAKES SET TO ESTABLISH EXACT TREE OWNERSHIP.
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ZONING SUMMARY FOR POTENTIAL LAYOUT					
ORDINANCE ITEM	R-1 DISTRICT REQUIREMENT	PROPOSED LOT 2	PROPOSED LOT 3		
MIN. LOT AREA-ZONING DISTRICT	43,560 SF	47,818 SF	43,831 SF		
MIN. LOT WIDTH @ BLDG LINE - CONESTOGA	120 FT	137.2 FT	138		
MIN. PRINCIPLE SETBACKS					
FRONT - CONESTOGA	60 FT	134.3 FT	135.5 FT		
SIDE (INDIVIDUAL/AGGREGATE)	25 FT / 60 FT	26.0 FT/ 61.0 FT	35.0 FT/ 70.5 FT		
REAR	40 FT	161.9 FT	119.4 FT		
MAX. BUILDING HEIGHT	35 FT	<=35 FT	<=35 FT		
MAX. BUILDING COVERAGE	15%	4.6%	5.5%		
MAX. IMPERVIOUS COVERAGE	22%	18.4%	19.7%		
MEAN DEPTH TO STREET LINE		349	322		
WIDTH AT STREET LINE		137	138		
DEPTH/WIDTH RATIO	2.5:1	2.5:1	2.3:1		

THIS PLAN REPRESENTS ONE POSSIBLE CONFIGURATION FOR LOTS 2 AND 3. FINAL PROPOSED SITE PLANS WILL BE SUBMITTED WITH GRADING PERMIT APPLICATIONS IF THE LOTS ARE DEVELOPED.

NUM. DATE REVISION

SITE ENGINEERING CONCEPTS, LLC
P.O. BOX 1992
SOUTHEASTERN, PA 19399

P: 610-240-0450

F: 610-240-0451 E:INFO@SITE-ENGINEERS.COM
PLAN PREPARED FOR:

PLIN PREPARED FOR:

JOSEPH L & MARGO P EREMUS

1 MEADOWOOD ROAD BRYN MAWR, PA 19010

DELAWARE COUNTY

DATE: 28 SEPT 2017

POTENTIAL SITE PLAN

SHEET 4 of 4



Excellence Delivered As Promised

Date: November 20, 2017

To: Steve Norcini, PE Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO - Director of Community Development

Peter Nelson, Esq. – Grim, Biehn, and Thatcher Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.

Patricia Sherwin – Radnor Township Engineering Department

Ray Daly - Radnor Township Codes Official

RE: 1Meadowood Road-Minor Final Plan

Margo P Ememus – Applicant

Date Accepted:

October 2, 2017

90 Day Review:

December 31, 2017

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

The applicant is proposing to subdivide the tract into 3 lots. All the existing improvements will remain on Lot #1. Any buildings proposed for lot 2 and 3 will be reviewed as part of the grading permit process if the lots are developed in the future.

The applicant has indicated that the following waivers are being requested:

- §255-22(B).1.h Wetlands delineated by an accredited consultant, and said delineation, unless waived by the Radnor Township Board of Commissioners, shall be approved by the Army Corps of Engineers.
- 2. §255-22(B).5 Wetlands, as delineated in accordance with the requirements of §255-20B(4)(d).
- 3. §255-22(B).1.k The showing of sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site including properties across streets. These features are shown in the immediate vicinity of the site.



1 Meadowood Road

Plans Prepared By: Site Engineering Concepts, LLC

Dated: 09/28/2017

Sewage Facilities Planning

1. A sewage facilities planning module must be prepared for the proposed subdivision. Final plan approval will not be granted until Planning Approval is received from the PA DEP.

Zoning

1. §280.15.C – There shall be a front yard on each street on which a lot abuts, which shall not be less the 60 feet in depth. The existing house is 24.8 feet. This is a non-conformity that the applicant wishes to continue.

Subdivision and Land Development

- 1. §255-22(B).1.h Wetlands delineated by an accredited consultant, and said delineation, unless waived by the Radnor Township Board of Commissioners, shall be approved by the Army Corps of Engineers, must be shown on the plans. The applicant has requested a waiver from this requirement.
- 2. §255-22(B).5 Wetlands, as delineated in accordance with the requirements of §255-20B(4)(d), must be shown on the plans. The applicant has requested a waiver from this requirement.
- 3. §255.22.B(1)(k) Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets). 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 right-of-way for Conestoga Road and Meadowood Road must be shown on the plans.
- 5. §255.34.E The depth of lots shall generally not exceed their width by more than 2.5 times.
- 6. §255-36 Curbs shall be provided along streets when required by the Township.



- 7. §255-37.A Sidewalks and pedestrian paths shall be provided when required by the Board of Commissioners.
- 8. §255-49 Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners and the Philadelphia Electric Company.
- 9. §255-51.A. Sidewalks shall be constructed as required by §255-27C. These standards shall apply on all new streets and on existing streets, unless in the opinion of the Board of Commissioners they are unnecessary for public safety and convenience.

General

- New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording.
- 2. The existing sanitary sewer connection to Lot 1 must be shown on the plans.
- 3. The potential site plan on sheet 4 of 4 indicates that the proposed driveway for Lot 3 will be through man made steep slopes of greater than 20% and it appears that the driveways for Lot 2 and 3 will be made through the existing retaining wall.
- 4. The potential site plan on sheet 4 or 4 indicates that the proposed sanitary sewer to service the lots will be through the back of the properties to Meadowood Road since there are no sanitary sewer lines in Conestoga Road. Easements must be provided through this subdivision process to ensure that sewer service will be provided to Lot 2 and Lot 3.

The applicant appeared before the Planning Commission on November 6, 2017. The Planning Commission recommended approval conditioned on the applicant only providing one curb cut for access to lots 2 and 3 and granting the 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

3





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

Office Location: Toal Building, 2nd & Orange Sts., Media, PA 19063 Phone: (610) 891-5200 FAX: (610) 891-5203

E-mail: planning department@co.delaware.pa.us

LINDA F. HILL DIRECTOR

November 16, 2017

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

RE: Name of Dev't:

DCPD File No.:

Developer:

Location:

1 Meadowood Road

34-7278-17

Joseph (Deceased) and Margo P. Eremus Northwest corner of the intersection of

Meadowood and Conestoga Roads

Recv'd in DCPD:

October 17, 2017

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on November 16, 2017, 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,

Director

Joseph (Deceased) and Margo P. Eremus cc:

Site Engineering Concept LLC

DELAWARE COUNTY PLANNING DEPARTMENT

Court House/ Government Center, 201 W. Front St., Media, PA 19063 Office Location: Toal Building, 2nd & Orange Sts., Media, PA 19063 FAX: (610) 891-5203 Phone: (610) 891-5200 E-mail: planning_department@co.delaware.pa.us

Date: November 16, 2017

File No.: 34-7278-17

PLAN TITLE:

1 Meadowood Road

DATE OF PLAN:

September 28, 2017

OWNER OR AGENT:

(Deceased) Margo and Joseph

Eremus

LOCATION:

of the Northwest corner

and οf Meadowood . intersection

Conestoga Roads

MUNICIPALITY:

Radnor Township

TYPE OF REVIEW:

Subdivision

ZONING DISTRICT:

R-1

SUBDIVISION ORDINANCE:

Local

PROPOSAL:

Subdivide 5.67 acres into three lots

UTILITIES:

Public

RECOMMENDATIONS:

Approval

STAFF REVIEW BY:

Michael A. Leventry

REMARKS:

CURRENT PROPOSAL

The applicant proposes to subdivide one 5.67-acre parcel into three. Lot 1 will continue to be used as single-family detached residential, and Lots 2 and 3 are proposed to be developed as the same use.

Date: November 16, 2017 File No.: 34-7278-17

REMARKS (continued):

SITE CHARACTERISTICS

The site is located in a neighborhood that is predominantly single-family detached residential.

APPLICABLE ZONING

The proposal is located within the R-1 district and is subject to applicable regulations set forth in the Township zoning code.

EXISTING NONCONFORMITIES

The site's existing dwelling does not appear to comply with the front yard setback regulations established in the Township zoning code. The proposal does not exacerbate this existing nonconformity.

COMPLIANCE

With exception to the existing non-conforming structure, the proposal appears to comply with the R-5 district provisions.

SEWAGE FACILITIES

The developer should contact the Pennsylvania Department of Environmental Protection regarding the need for sewage facilities planning approval.

The Township should confirm receipt of any necessary Pennsylvania Department of Environmental Protection planning approval prior to final approval.

STORMWATER MANAGEMENT

The Township Engineer must verify the adequacy of all proposed stormwater management facilities.

Date: November 16, 2017 File No.: 34-7278-17

REMARKS (continued):

HISTORIC AND ARCHEOLOGICAL SIGNIFICANCE

There is a low potential for underground archeological resources, according to the County-wide Archeological Inventory and Management Plan. There are two homes on the site. Both appear to be historic, and one or more has a core dating 1804, with additions in the Colonial Revival style. More information is needed to determine if they are National Register-eligible. They are listed on the Radnor Historic Resource Survey as #H025, and are of local historic signicance.

The proposed activity of subdividing the property should have no effect on the potential historic resources being left on Parcel 1.

SIDEWALKS

The applicant should construct sidewalks along the Conestoga and Meadowood Road property frontages. There is currently a sidewalk along Conestoga Road from Meadowood Road to the Garrett Hill business district to the east. With an extension of this sidewalk from Meadowood Road to the west and along Meadowood Road north of Conestoga Road, residents of this area would be able to safely walk along Conestoga Road to the Garrett Hill business district and the Norristown High Speed Line station.

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.

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To:

Radnor Township Planning Commission

From: Stephen F. Norcini, PE, Township Engineer

CC:

Roger Phillips, PE, Gannett Fleming, Incorporated

Amy Kaminski, PE, PTOE, Gilmore & Associates, Incorporated Kevin Kochanski, CZO, Director of Community Development

Peter Nelson, Solicitor, Grim, Biehn, & Thatcher

Date: October 31, 2017

Re: 1 Meadowood Road - Minor Final Plan Applicant: Margo P. Emerus

The application before the Planning Commission for 1 Meadowood Road is proposing to subdivide an existing lot of +/- 5.6 acres into three lots. The subject property is bound by Conestoga Road and Meadowood Road, and backs up the homes on Browning Lane. The house on the parent lot was built at the turn of the 19th century.

As noted in the detailed review letters from Gannett Fleming, the applicant is requesting waivers from the requirements for wetlands delineation and the manmade features map.

Included in the packet, amongst the applications, etc., are the applicant's plan set, and the Gannett Fleming and Gilmore & Associates review letters.

Enclosures:

Gannett Fleming Review Letter Gilmore & Associates Review Letter 1 Meadowood Road Plan Set



Excellence Delivered As Promised

Date: October 30, 2017

To: Steve Norcini, PE Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO - Director of Community Development

Peter Nelson, Esq. – Grim, Biehn, and Thatcher Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.

Patricia Sherwin – Radnor Township Engineering Department

Ray Daly - Radnor Township Codes Official

RE: 1Meadowood Road-Minor Final Plan

Margo P Ememus - Applicant

Date Accepted:

October 2, 2017

90 Day Review:

December 31, 2017

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

The applicant is proposing to subdivide the tract into 3 lots. All the existing improvements will remain on Lot #1. Any buildings proposed for lot 2 and 3 will be reviewed as part of the grading permit process if the lots are developed in the future.

The applicant has indicated that the following waivers are being requested:

- §255-22(B).1.h Wetlands delineated by an accredited consultant, and said delineation, unless waived by the Radnor Township Board of Commissioners, shall be approved by the Army Corps of Engineers.
- §255-22(B).5 Wetlands, as delineated in accordance with the requirements of §255-20B(4)(d).
- 3. §255-22(B).1.k The showing of sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site including properties across streets. These features are shown in the immediate vicinity of the site.



Gannett Fleming

S. Norcini 1Meadowood Road October 30, 2017

1 Meadowood Road

Plans Prepared By: Site Engineering Concepts, LLC

Dated:

09/28/2017

Sewage Facilities Planning

1. A sewage facilities planning module must be prepared for the proposed subdivision. Final plan approval will not be granted until Planning Approval is received from the PA DEP.

Zoning

1. §280.15.C – There shall be a front yard on each street on which a lot abuts, which shall not be less the 60 feet in depth. The existing house is 24.8 feet. This is a non-conformity that the applicant wishes to continue.

Subdivision and Land Development

- 1. §255-22(B).1.h Wetlands delineated by an accredited consultant, and said delineation, unless waived by the Radnor Township Board of Commissioners, shall be approved by the Army Corps of Engineers, must be shown on the plans. The applicant has requested a waiver from this requirement.
- 2. §255-22(B).5 Wetlands, as delineated in accordance with the requirements of §255-20B(4)(d), must be shown on the plans. The applicant has requested a waiver from this requirement.
- 3. §255.22.B(1)(k) Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets). 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 right-of-way for Conestoga Road and Meadowood Road must be shown on the plans.
- 5. §255.34.E The depth of lots shall generally not exceed their width by more than 2.5 times.
- 6. §255-36 Curbs shall be provided along streets when required by the Township.



- 7. §255-37.A Sidewalks and pedestrian paths shall be provided when required by the Board of Commissioners.
- 8. §255-49 Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners and the Philadelphia Electric Company.
- 9. §255-51.A. Sidewalks shall be constructed as required by §255-27C. These standards shall apply on all new streets and on existing streets, unless in the opinion of the Board of Commissioners they are unnecessary for public safety and convenience.

General

- New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording.
- 2. The existing sanitary sewer connection to Lot 1 must be shown on the plans.
- 3. The potential site plan on sheet 4 of 4 indicates that the proposed driveway for Lot 3 will be through man made steep slopes of greater than 20% and it appears that the driveways for Lot 2 and 3 will be made through the existing retaining wall.
- 4. The potential site plan on sheet 4 or 4 indicates that the proposed sanitary sewer to service the lots will be through the back of the properties to Meadowood Road since there are no sanitary sewer lines in Conestoga Road. Easements must be provided through this subdivision process to ensure that sewer service will be provided to Lot 2 and Lot 3.

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

Very truly yours,

GANNETT FLEMING, INC.

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

MEMORANDUM

Date: October 23, 2017

To: Steve Norcini, P.E.

Radnor Township Engineer

From: Amy Kaminski, P.E., PTOE

Transportation Services Manager

cc: Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

Reference: 1 Meadowood Road

Minor Final Subdivision Review 1

Radnor Township, Delaware County, PA

G&A 17-10039

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

A. BACKGROUND

The Applicant is proposing to subdivide one (1) existing lot into three (3) lots in addition to constructing two (2) single family dwelling units. The existing dwelling units, located at 1 Meadowood Road, will continue to take access to Meadowood Road while proposed lots 2 and 3 will take access to Conestoga Road (S.R. 1019).

B. DOCUMENTS REVIEWED

- Final Minor Subdivision Plans for 1 Meadowood Road, prepared for Joseph & Margo Eremus, prepared by Site Engineering Concepts, LLC, dated September 28, 2017.
- 2. Waiver Request Letter for 1 Meadowood Road, prepared for Radnor Township, prepared by Site Engineering Concepts, LLC, dated September 28, 2017.
- Subdivision and Land Development Application.
- 4. Application for Act 247 Review.

C. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

 §255-22.B(1)(k) – The Applicant is requesting a waiver from providing man-made features within 500 feet of the site. An aerial image has been provided in lieu of this requirement. Steve Norcini, P.E. Page 2 of 2
Re: 1 Meadowood Road October 23, 2017

2. §255-27.A(8) – Any Applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. The Applicant shall initiate the HOP process simultaneous to the preliminary plan submission in accordance with the latest PennDOT procedures. The developer shall include the municipality in any and all meetings, including the Scoping Meeting and/or correspondence or discussions regarding the permitting process. Any documentation submitted as part of the HOP process shall be simultaneously submitted to the municipality for review purposes. Additionally, in order to facilitate our review of the highway occupancy plan submission, the Applicant shall include Gilmore & Associates as an "Engineering Firm" on the permit application within the PennDOT ePermitting System.

- 3. §255-27.B(3)(c) and §255-27.C(1) Conestoga Road (S.R. 1019) is identified as a Major Collector and requires an 80' right-of-way, a minimum 48' cartway width, curb and sidewalk. Revise the plans to identify the right-of-way and cartway widths along Conestoga Road. The Applicant shall be required to widen the cartway and right-of-way width in addition to providing curb and sidewalk for the full length of the site frontage along Conestoga Road.
- 4. §255-27.H(6) Minimum curb radii at street intersections shall be 10 feet for driveways.
- 5. §255-27.I(5) & §255-28.B Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. The plans shall be revised to include the calculated sight-distance for the proposed driveways utilizing the 85th percentile speed (or 5 mph above the posted speed limit) for Conestoga Road.

D. GENERAL COMMENTS

1. The plans should be revised to include driveway apron details in accordance with PennDOT RC-67M.

PHILIP M. AHR
President

ELAINE P. SCHAEFER Vice President

JAMES C. HIGGINS, ESQ.
LUCAS A. CLARK, ESQ.
DON CURLEY
JOHN NAGLE
RICHARD F. BOOKER, ESQ.



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

Township Manager Township Secretary

JOHN B. RICE, ESQ. Solicitor

JOHN E. OSBORNE Treasurer

October 10, 2017

Margo P. Eremus 1 Meadowood Road Bryn Mawr, PA 19010

RE: Minor Final Subdivision Application #2017-S-08

1 Meadowood Road

Dear Ms. Eremus:

In accordance with Section 255-18 of the Subdivision of Land Code of the Township of Radnor, we have reviewed your minor final subdivision application to subdivide one lot into three lots. Therefore, I have accepted the application for minor final subdivision for review by the Township Staff, Shade Tree Commission, Planning Commission, and Board of Commissioners.

These plans are available for public viewing in the Engineering Department. These plans will be reviewed by the Planning Commission at their meeting on **Monday November 6**, 2017.

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

Sincerely,

Stephen F. Norcini, PE Township Engineer

Radnor Township

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

September 28, 2017

Mr. Robert Zienkowski Township Manager Radnor Township 301 Iven Ave Wayne, PA 19087

Re: Waiver Request

Minor Subdivision Plan 1 Meadowood Road

The Owners of 1 Meadowood Road propose to subdivide the tract into 3 lots. The following waiver is requested for Minor Subdivision Application.

- §255-22 plan contents: the applicant is requesting a waiver, to the extent necessary, from certain provisions of chapter 255-22 requiring a minor subdivision plan to contain:
 - A. §255-22.b.(1)(h) & b.(5): wetlands delineation;
 - B. §255-22.b.(1)(k): man-made features within 500' of the site;

Wetlands Delineation is not necessary as the property is fully developed with impervious, lawn and landscaping. It consists of high ground with no streams or other conditions conducive to wetlands. There are no hydric soils on the property per USDA NRCS web soil survey.

An aerial showing the significant man-made features in the surrounding area within 500' of the property has been provided. A site survey provides features on the site and immediately adjacent to the property lines.

We appreciate your consideration of this request. Should you have any questions and/or comments, please contact me at pspellman@site-engineers.com or 610.523.9002.

Sincerely,

Patrick Spellman, P.E.

SITE ENGINEERING CONCEPTS, LLC

CIVIL ENGINEERING AND CONSULTING SERVICES

TRANSMITTAL

TO:	FROM:
Stephen Norcini, P.E., Township Engineer	Patrick Spellman
COMPANY:	DATE:
Radnor Township	9/28/2017
STREET ADDRESS:	PHONE:
301 Iven Avenue	
CITY, ZIP:	SENDER'S REFERENCE NUMBER:
Wayne, PA 19087	36-31-061 Eremus 1 Meadowood Rd
RE:	CC:
Final Minor Subdivision Application	Joseph and Margo Eremus, Owner

COPIES	SHEETS	DATE	ITEM
1	2	9/22/17	MINOR SUBDIVISION APPLICATION
1	1	9/22/17	ACT 247 REFERRAL
1	CHK	9/22/17	\$1,400 MINOR SUBDIVISION APPLICATION FEE
1	CHK	9/22/17	\$7,000 PROFESSIONAL SERVICES FEE
1	CHK	9/22/17	\$180 ACT 247 FEE
26	4	9/28/17	FINAL MINOR SUBDIVISION PLAN SET
7	4	9/28/17	FINAL MINOR SUBDIVISION PLAN SET, REDUCED, 11X17
2	1	9/28/17	WAIVER REQUEST LETTER
2	16	6/23/92	DEED, 1 MEADOWOOD ROAD
10	-		USB DRIVE WITH PDF FILES

NOTES/COMMENTS:

Enclosed please find the Final Minor Subdivision Application for a 3 Lot Subdivision at 1 Meadowood Road. If you have any questions or comments, please contact me at pspellman@site-engineers.com or 610.523.9002.

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPL	ICANT			
Name_JOSEPH L. (DECE	ASED) & MARGO P.	EREMUS E-mail C/0	PSPELLMAN@SITE-ENGINEER	S.COM
Address_1 MEADOWC	OD ROAD		Phone_610.523	3.9002
Name of Development	1 MEADOWOOD RO	AD		
Municipality RADNOR				
ARCHITECT, ENGI	NEER, OR SURV	EYOR .		
Name of Firm SITE EN	IGINEERING CON	DEPT LLC Pho	one 610.523.9002	
Address PO BOX 199	2, SOUTHEASTE	RN, PA 19399		33.30 BC 311.44 BB 3
Contact_PATRICK SPEL	LMAN	E-mail_PS	PELLMAN@SITE-ENGINEE	RS.COM
Type of Review	Plan Status	Utilitie Existing	s Proposed	Environmental
Zoning Change	Sketch	Public Sewerage	✓ Public Sewerage	Characteristics
Land Development	☐ Preliminary	Private Sewerage	e Private Sewerage	☐ Wetlands
✓ Subdivision	✓ Final	✓ Public Water	☑ Public Water	☐ Floodplain
□ PRD	☐ Tentative	☐ Private Water	☐ Private Water	Steep Slopes
Zoning District_R-1		· ·	Fax Map # 36 / 31 / 061 Fax Folio # 36 / 07 / 04403	/ 00

	Site/Buildings:		
SINGLE FAMILY RESIDENTIAL.			
Total Site Area	247,235	Acres	
Size of All Existing Buildings	5576	Square Feet	
Size of All Proposed Buildings	5576	Square Feet	
Size of Buildings to be Demotishe	ed 0	Square Feet	
			2
MARGO EREMUS	<u> </u>	Muro	remus
Print Developer's Name	De	veloper's Signature	
MUNICIPAL SECTION ALL APPLICATIONS AND THI	EIR CONTENT ARE A	MUNICIPAL RESE	ONSIBILITY.
Local Planning Commission	Regular Meeting		
-	Regular Meeting		
Local Governing Body	Regular Meeting		
Local Planning Commission Local Governing Body Municipal request for DCPD staff Actual Date Needed	Regular Meeting	PC meeting, to meet	nunicipal meeting date:
Local Governing Body Municipal request for DCPD staff Actual Date Needed	Regular Meeting	PC meeting, to meet	nunicipal meeting date:
Local Governing Body Municipal request for DCPD staff	Regular Meeting	PC meeting, to meet	nunicipal meeting date:
Local Governing Body Municipal request for DCPD staff Actual Date Needed IMPORTANT: If previously subn	Regular Meeting f comments prior to DC nitted, show assigned D	PC meeting, to meet	nunicipal meeting date:
Local Governing Body Municipal request for DCPD staff Actual Date Needed IMPORTANT: If previously subn Print Name and Title of Designate	Regular Meeting f comments prior to DC nitted, show assigned D	PC meeting, to meet	municipal meeting date:
Local Governing Body Municipal request for DCPD staff Actual Date Needed	Regular Meeting f comments prior to DC nitted, show assigned D	PC meeting, to meet	municipal meeting date:

Applications with original signatures must be submitted to DCPD.

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

SUBDIVISION ~~ LAND DEVELOPMENT

Location of Property 1 M	EADOWOOD F	ROAD			
Zoning District R-1			Application N	o. (Twp. U	se)
Fee	Ward No.		Is property in :	HARB Dist	rict NO
Applicant: (Choose one)	Owner X		Equital	ble Owner_	
Name <u>JOSEPH L. (DECEAS</u>	ED) AND MARC	30 P.J	EREMUS		
Address <u>1 MEADOWOOD</u>	ROAD, BRYN	MAW	R, 19010		
Telephone 610.523.9002	Fax	r		Cell	
Email <u>C/O PSPELLMAN</u>	I@SITE-ENGII	NEERS	S.COM		
Designer: (Choose one)	Engineer X			Surveyor_	
Name SITE ENGINEERIN	IG CONCEPTS	S, LLC			
Address PO BOX 1992, S	SOUTHEASTE	RN, PA	A 19399		
Telephone <u>610,523,9002</u>]	Fax			
Email <u>PSPELLMAN@SI</u> T	E-ENGINEES.	.COM			
Area of property 215,315 S	SF NET	Area of	disturbance 0)	
Number of proposed building	gs <u>0</u> :	Propose	ed use of prope	erty <u>SIN</u> C	SLE FAMILY
Number of proposed lots 3					
Plan Status: Sketch Plan	Preliminar	ry	Final X	Revised	 ce with?

	ny requirements of Chapter 255 (SALDO) not being adhered to? reason for noncompliance.
-	ARE REQUESTED FOR WETLANDS DELINEATION (255-22.B(1)(h) AND
	ERILA FOR SIGNIFICANT FEATURES WITHIN 500' (255-22.B(1)(k).
Are there ar	ny infringements of Chapter 280 (Zoning), and if so what and why?
	Corporation/Partnership Name (DECEASED) AND MARGO P. EREMUS
	certify that I am the owner, equitable owner or authorized representative of the nich is the subject of this application.
Signature _	Margo P. Erenna
	MARGO P. EREMUS
	is application, you are hereby granting permission to Township officials to visit review purposes.
NOTE:	All requirements of Chapter 255 (Subdivision of Lane) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.

:

This Indenture Made the

23.79

day of

in the year of our Lord one thousand nine hundred and NINETY-TWO

(19 92

Wetween

A. WILLING PATTERSON AND LEILA D. PATTERSON, HUSBAND AND WIFE

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

JOSEPH L. EREMUS AND MARGE P. EREMUS, husband and wife,

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

Mitnesseth That the said Grantor s

for and in consideration of the sum of

Seven hundred eighty thousand (\$780,000.00) Dollars

lawful

money of the United States of America, unto them well and truly paid by the said Grantees, at or before the scaling 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

seil, release and confirm unto the said Grantee & their heirs and assigns. as tenants by entirety.

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, situate in the Township of Madnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a Plan and Survey thereof made by M. R. and J. B. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, dated January 16, 1945, as follows, to wit:

BEGINNING at an iron pin set in the title line at or near the Southerly side of Conestoga Road, which iron pin is at the distance of Two hundred seventy four and twenty three one-hundredths feet measured Northwestwardly along said title line from a stone marking the intersection of said title line with the extension of the middle line of Lowry's Lang; thence extending along the title line on or near the Southerly side of Conestoga Road, North eighty degrees, thirty one minutes, West, Six hundred forty and forty two one-hundredths feet to an iron pin; thence extending North nine degrees, twenty nine minutes East. Three hundred and sixty feet to an iron pin; thence extending North eighty eight degrees, fifty nine minutes, East Two hundred and eighty feet to an iron pin; thence extending on the arc of a circle curving to the right with a radius of Three hundred ninety eight and seventy four one-hundredths feet, the arc distance of Four hundred one and seventy one-hundredths feet to an iron pin; thence extending South nine degrees, twenty nine minutes, West, Two hundred and ninety feet to an iron pin, being the first mentioned point and place of beginning.

CONTAINING Five and six hundred and seventy two one-thousandths acres, more or less.

BEING Falia Number 36-07-04403-00.

YOLO 976 PG 1199

BEING the same premises which Girard Trust Company, a Pennsylvania Corp.. by Indenture bearing date the 13th day of February AD, 1946 and recorded at Media in the Office for the Recording of Deeds, in and for the County of Delaware on 28th day of February AD, 1946 in Deed Book No. 1271 page 499 etc., granted and conveyed unto A. Willing Patterson and Leila D. Patterson, Husband and Wife, in fee.

Birth Comment

TT 9750-00
7800-00
7800-00
17550-00
17550-00
7800-00
COMMONWEALTH OF PERNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
12 CHECK 7800-00
22CL 7883 07-16-92 13:52TR RADNOR TWP RTT PA TRANS TAX TOTAL CHECK

. T

CHECK ITEM 2 07-16-92 THU N2 9750-00 GERRY 7883 13:52TA

YULU 976 PG1200

等。在1997年1月2日中的基础的基础的基础的基础的基础,基础上的**用的**对于多数**的数据的图像的基础的**。一个人就是可能够有效的是不是一个,就是不是一个

Description: Delaware, PA Document - Book. Page 976.1199 Page: 2 of 4

Order: wml Comment:

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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

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

On have and in half the said lot or piece of ground with the buildings and improvements thereon erected,

hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantes, 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 entirety.

And the said Grantots, for themselves and their

heirs,
executors and administrators do covenant, promise and agree, to and with the said Grantes,
their heirs and sasigns, by these presents, that they the said Grantors
their heirs, all and singular the hereditaments and premises
hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantes of
their 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 WARRANT and forever DEFEND.

m 翻itness 面figrated, the parties of the first part hereonto set their hands and seals. Dated the day and year first above written.

Bealed and Belivered in the presence of Us:

38.00 L

A. WIRELE PATERSON

A. WILLING PROTERSON

LOTE D Patter Sca. (SEAL)

YULO 976 PS 1 2 D L

Description: Delaware, PA Document - Book. Page 976.1199 Page: 3 of 4 Order: wml Comment:

. 4

On this	onwealth of Per of DOP	day of	June . 18	92 , before me.	1000
person		A. WILLING PA	TTERSON AND LEI	LA D. PATTERSON, E	the undersigned Officer,
within In Mi	instrument, a	oft schoowledg	n) to be the person ed that heyexecuted set my hand and o	the same for the pu	ig (are) subscribed to the urposes therein contained.
A O C. A.		T. T. T.		NOTARY PUBLIC	denoler
	4				FIRST SEAL FRANCE CO. T. Cezawar Co. Escres Valent 21, 1994
MERIDIAN TITLE INSURANCE CO.	DECEN.	A. WILLING PATTERSON AND LETTA D. PATTERSON, HUSBAND AND HIFT	e e	JOSEPH L. EREMUS AND MARGE P. EREMUS, HUSBAND AND WIFE	PREMISES: 9765 Conestoga Road Radnor Township Dalaware County, Pepusylvania FOLIO #36-07-04403-00 MAIL TAX BILL TO: H/H Joseph L. Ere 765 Conestoga Rd. Rosemonc, PA 19016
TO TO THE STATE OF		- P. 6. × 1			The address of the above-named Grantee 765 Concertoge Road Rosemont PA (1991) Rosemont PA (1991) On behalf of (1994) On behalf of (1994)

Description: Delaware, PA Document - Book. Page 976.1199 Page: 4 of 4 Order: wml Comment:

TRIDENT LAND TRANSFER COMPANY LP

431 West Lancaster Avenue, Devon, PA 19333
Agent for
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 16PA00068

SCHEDULE A

1. Commitment Date: December 11, 2015 at 12:00 AM

2. Policy (or Policies) to be issued:

(a) Owner's Policy

Amount

Proposed Insured:

\$0.00

To Be Determined

(b) Loan Policy

Amount

Proposed Insured:

\$0.00

TBD, its successors and/or assigns as their respective interests may appear.

- Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
 Joseph L. Eremus and Marge P. Eremus
- The land referred to in the Commitment is described as follows:
 Meadowbrook Road , Bryn Mawr, PA 19010

SEE SCHEDULE C ATTACHED HERETO

Barbara W. Griest

President

Trident Land Transfer Company

Backers W. Briest

ALTA Commitment Schedule A (6/17/06)

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 16PA00068

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

- 1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
- 4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

Deed from Joseph L. Eremus and Marge P. Eremus to To Be Determined.

Mortgage from To Be Determined to TBD, securing the principal amount of \$0.00.

- Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
- 6. Payment of full consideration to or for the account of the grantors or mortgagors.
- 7. Payment of the premiums, fees and charges for the policy.
- 8. Possible unfiled mechanics liens and municipal claims.
- 9. Terms of any unrecorded lease or rights of parties in possession.
- Proof that all natural persons in this transaction are of full age and legally competent.
- Proof of identity of parties as set forth in Recital.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 2016Assessment \$597,530.00 Tax ID / Parcel No. 36-07-04403-00
- WATER AND SEWER RENTS:Receipts for Water and Sewer Rents for the three prior years to be produced.Water and Sewer Rents for the current year 2016.

ALTA Commitment Schedule B - Section I (06/17/06)

SCHEDULE B - SECTION I

(Continued)

- 17. MECHANICS AND MUNICIPAL CLAIMS: NONE
- 18. MORTGAGES:
 - Amount: \$383,500.00Mortgagor: Joseph L. Eremus and Margo P. EremusMortgagee: Trident Mortgage Company, LPDated: 5/6/2011 and Recorded 5/19/2011 in Volume Volume 4938 Page 987.
 - Amount: \$210,000.00 (Open-End Mortgage)Mortgagor: Joseph L. Eremus and Margo P. EremusMortgagee: The Bryn Mawr Trust CompanyDated: 4/24/2003 and Recorded 5/5/2003 in Volume 2761 Page 2184. Mortgage Subordination Agreement Recorded 5/19/2011 in Volume 4938 Page 1004
 - c. 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. For further information on this requirement please review and comply with Company Underwriting Bulletin No. 2011-RC-01.
- 19. JUDGMENTS: NONE
- 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. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
- 23. Name of mortgagor to be furnished and additional searches made.
- 24. Last Insured: Trident Land Transfer Company; No. 3446805; Dated: 5/19/2011; Amount: \$383,500.00.
- 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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 16PA00068

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the
 public records or attaching subsequent to the effective date hereof but prior to the date of the proposed
 insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
- 2. Rights or claims of parties in possession of the land not shown by the public record.
- 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.
- Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
- Rights granted to Philadelphia Electric Company and Bell Telephone Company in Deed Book 1480 page 518.
- 7. Restrictions affecting title as in Deed Book 1609 page 102, 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.
- 8. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Conestoga Road.
- Rights granted to Suburban Water Co. in Deed Books 1479 page 584 and 1481 page 285 and 1571 page

ALTA Commitment Schedule B - Section II (06/17/06)

RIGHT OF WAY: Old Cake, Inc. (Pa. Corp.) to Philadelphia Electric Co. and The Bell Telephone Company of Pennsylvania, (Pa. Corporation) dated 7/5/1951 recorded 10/ 13/1951 DEED BOOK 1480 page 518.

CHARGEST the full, free and uninterrupted right, liberty and privilege to place, renew, relocate, operate and maintain on, over under and across: All that certain lot of ground, Situate in the Township of Radnor, County of Delaware Commonwealth of Pennsylvania, bounded and described as follows: Beginning at a stone on the Bouthwesterly side or Conestons Soud (50 feet wide) intersected by the center line of Loweys Lane (33 feet wide); thence extending along the Southwesterly side of Conestogs Road, South 79 degrees 49 minutes West 274.23 feet to spoint on the Westerly side of proposed Meadowood Road (50 feet wide); thence extending North 10 degrees 11 minutes hast along said Westerly side of proposed Mendowood Ross 289,68 fast to a point; thence extending along the arc of a circle curving to the left with a redius of 398.74 feet, the are distance of 175.22 feet the chord of which are bears North 45 degrees 11 minutes 40 seconds West 173.81 feet to a point; thence extending North 19 degrees 00 minutes 30 seconds East 285.77 feet to a point in the center line of proposed Browning Isne (50 feet wide); thence extending along the conter line of said proposed Browning lane on the arc of a circle curving to the left with a raidus of 926,09 feet, the are distance of 19.93 feet to a point; thence extending North 12 degrees 47 minutes Best 130 feet to a point; thence extending South 88 degrees 39 minutes, East 176.88 fast to a point in the center line of proposed Meadow-wood Road (50 feet wide); thence extending along the center line of said Meadowood Road, South 10 degrees 26 minutes West 21.79 feet to a point; thence extending South 79 degrees 34 minutes East 201.02 feet to a point; thece extending along the arc of a circle curving to the left with a radius of 312 feet, the arc distance of 219.99 feet to reverse curve; thence extending slong the are of a circle curving to the right with a radius of 199 feet; the arc distance of 109.06 feet to another point of reverse curve; thence extending slong the arc of a circle curving to the left with a radius of 780 feet, the arc distance of 381.20 feet to a point in the center line of Lowrys lane (33 feet wide); thence extending along the center line of said Loury's lane South 67 degrees 33 minutes West 239.70 feet to first mentioned point of beginning. and the various highways now existing or subjecquently established, intersecting and abutting said premises, such facilities as shall be necessary to supply the grantor and the other owners, tenants and occupiers of said premises, and those adjacent thereto, with electricity, gas and telephone service, together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees to the extent decmed necessary by said grantees to provide sufficent clearance for the protection of the aforesaid facilities, and together with the right to attach and familities to the buildings erected or to be erected on said premises. WHER AND SUBJECT to the conditions a that the facilities shall be placed at convenient locations on the said premises, and should the facilities of either of the said grantees, outside the limits of the sind highways interfere with improvements or siturations to building thereon erected, the owner of such facilities shall, at its own expense, relocate same on the afcresaid promises so as to avoid such interference.

Charles a president a distribution de la companya d

CONDITIONS AND RESTRICTIONS as set forth in Deed Book 1609 page 102.

UNDER AND SUBJECT to the condition and restriction that not more than one single family dwelling with its necessary garage shall ever be erected on any of the above described lots, and the location of the building on said lot or lots, together with plans and specifications must be approved by the Grantor herein before work whatsoever is started, which Grantor's approval shall not be unreasonably withold.

RIGHT OF WAY: Old Daks, Incorporated

To

Philadelphia Suburban Water Company (both Penna. Corp.)
Dated 6/26/1951 Recorded 7/25/1951 Deed Book 1479 page 584

GRANTING the Right of Way for the laying of water pipe in Merwood Road and Browning Road; - in Merwood Road connecting to an existing water pipe in Conestoga Road and extending to a point 89 feet North of Browning Road, a distance of approximately 824 feet; in Browning Road connecting to a proposed water pipe in Marwood Road and extending Westwardly, a distance of approximately 208 feet; - all of which is in Radnor Township, Delaware County, Commonwealth of Pennsylvania, a distance of approximately 1032 feet as per plan attached. The land through which the said Old Oaks, Incorporated conveys the right of way to the Philadelphia Suburban Water Company by this instrument being deeded to it as per deed dated and recorded at Media, Pennsylvania, in Deed Book No. page no. 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 their conduits, appurtenances and appliances thereto as they may deem necessary, and of making such repairs and laying other pipes or combuts, appurtenances and appliances thereto as may from time to time be necessary.

RIGHT OF WAY: Old Caks, Incorporated, (a Pa. corp.)

To: Philadelphia Suburban Water Company (Pa. corp.) dated 10-31-1951 Recorded 11-7-1951 Deed Book 1481/285.

GRANTING a right of way for laying of water pipe in South Browning Road connecting to an existing water pipe in South Browning Road, approximately 180 feet West of Meadowood Road and extending Westwardly in Radnor Township, Delaware County, Commonwealth of Pennsylvania, a distance of approximately 194 feet as per plan attached.

The Right of way is granted to the Philadelphia Suburban Water Company for the purpose of laying their pipes 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.

To have and to hold such Right of way for the purpose aforesaid unto the said Philadelphia Suburban Water Company, its successors and assigns forever.

RESTRICTIONS AS IN DEED BOOK 1629 PAGE 440.

ENDER AND SUBJECT to the condition and restriction that not any more than one single family dwelling with its necessary garage shall ever be erected on any of the above described lots, and that the location of the building on said lot or lots together with plans and specifications, must be approved by Grantor herein before any work whatsover is started, which Grantor's approval shall not be reasonably withheld.

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RIGHT OF WAY: Old Oaks, Incorporated (a Fenna. Corp.) to Fhiladelphia Suburban Water Company (a Penna. Corp.) dated 1/23/1953 recorded 1/28/1953 in <u>Deed Book</u> 1571 page 615.

CRANTING a right of way for the laying of water pipe in Meadowood Road and Browning Iane, In Meadowood Road connecting to an existing water pipe in Meadowood Road approximately 90 feet North of Browning Iane and extending to Browning Iane, a distance of approximately 378 feet; in Browning Iane connecting to an existing water pipe in Browning Iane approximately 685 feet West of Meadowood Road and extending Morthwestwardly a distance of approximately 480 feet; all of which is in Radnor Township, Delaware County, Commonwealth of Pennsylvani, a distance of approximately 858 feet as per plan attached.

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 requisitie and the privilege of laying such other pipe or pipes or other conduits appurtenances and applicances 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 16PA00068

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a Plan and Survey thereof made by M. R. and J. B. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, dated January 16, 1945 as follows, to wit:-

BEGINNING at an iron pin set in the title line at or near the Southerly side of Conestoga Road, which iron pin is at the distance of 274.23 feet measured Northwestwardly along side title line from a stone marking the intersection of said title line with the extension of the middle line of Lowry's Lane; thence extending along the title line on or near the Southerly side of Conestoga Road, North 80 degrees 31 minutes West 640.42 feet to an iron pin; thence extending North 9 degrees 29 minutes East 360 feet to an iron pin; thence extending North 88 degrees 59 minutes East 280 feet to an iron pin; thence extending on the arc of a circle curving to the right with a radius of 398.74 feet the arc distance of 401.70 feet to an iron pin; thence extending South 9 degrees 29 minutes West 290 feet to an iron pin, being the first mentioned point and place of beginning.

Tax Parcel Number: 36-07-04403-00

BEING the same premises which A. Willing Patterson and Leila D. Patterson, husband and wife by Deed dated June 23, 1992 and recorded July 16, 1992 in Delaware County in Volume 976 Page 1199 conveyed unto Joseph L. Eremus and Marge P. Eremus, husband and wife, in fee.

AND the said Marge P. Eremus is also known as Margo P. Eremus.

ALTA Commitment Schedule C

tay of May

in the year of our Lord one thousand nine hundred and pifty-one (1961)

SETWEEN GIRARD TUST CONTARY, a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantor), of the one part,

OLE CARS. INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantes), of the other part:

Witnesseth, That the said Grantor

for and in consideration of the sum of ALEVEN THUSAND THE HUNTRED DELLARS (311,200.)
Inwited money of the United States of America, unto 1t well and truly paid by the said Grantee

at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged. has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents. do exsell, alien, enfeoff, release and confirm unto the said Grantee # 106 Successors

grant, bargain, and Assigns,

HEL THAT CERTAIN lot or piece of ground, Situate in the Township of Radmor, County of Belavare and State of Pennsylvania, bounted and described according to a plan made for Townsend B. Young, by M.R. and J.B. Yerkes, Civil Enginee's of Bryn Maur, Pennsylvania, dated March 19th, 1951, and revised March 23nd, 1951, for Townsend B. Young as follows:

Billinging at a stone on the Southwesterly side of Conestogs Road (Fifty few wide) intersected by the center line of Lowrys Same (Thirty-three feet wide); themce extending slong the Southwest side of Conestons Roud, North seventy-nine degrees, forty-nine minutes West the handred seventy-four feet and twenty-three ene-mandredths feet to a point on the Besterly side of proposal Mandowood Road (Pifty feet wide); themce extending North ten degrace, eleven minutes met, along said Essterly side of proposed Mendoward Tead Two bandred nighty-nine feat and elighty-elight one-immired his feet to a point; thence extending along the are of a circle curving to the left with a radius of fires hussives ninety-eight feet and seventy-four one-hundredthy feet, the are distance of one hundred seventy-five feet and immity-two one-hundredths feet, the chard of which was bears North forty-five degrees, eleven minutes, forty securis West, one hundred seventy-three fact and eligity-one one-huntredths freek to a point; theme extending forth minutes degrees, no minutes, thirty seconds dust. The hundred eighty-five feet and seventy-seven one-hundredths frot to a point in the center line of proposed Browing Lane (Fifty feet side); themes extending along the center line of THE PERSON AND ASSESSED AND ASSESSED ASSESSED. 这些数据是可能有更纯。 HOLDE AND REAL PROPERTY BATTER AND REAL PROPERTY IN CO. LONG AND REAL PROPERTY AND R

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Tagether with all and singular the improvement, ways, streets, alleys, passages, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditansents and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the Said Grantor, or otherwise howsoever, of, in, and to the same and every part thereof. To Have seed to Held the mid lot or piece of ground above described Hereditaments and Premises hereby granted, or mentioned and intended so to be, mos the said Grantee , its Successors with the Appurtenances, and Assigns, to and for the only proper use and behoof of the said Grantee , Ite Successors and Assigns forever. I hereby ceremy that the outon (as defoud UNDER AND SUBJECT to the condition and restriction that by the Radiose Township Real Estate Prometer not more than one single family dwelling with its Tax Ordinance) of the mat estary transferent necessary garage shall ever be erected on any of the ber -- . \$ 1200.00 ... und tie tte improved discovery in the amount of \$ 1177 (90) above described lows, and he location of the building has need pand. on said lot or lote, together with plans and appointed-THE BRYSH MANNE THEFT COM LUTT tions, mus - be approved by the Grantor herein before any work whatequover is started, which Grantor's approval shall not be unreasonably withheld. Horace Phintlesh And the mid Granter , for itself, its Successors Do the by these presents, covenant, grant and agree, to and with the said Grantee . 15s Successors and Assigns, that It the said Grantor and It's Stocessors all and singular the described and granted, or mentioned and intended to to be, with the Appartenances, Hereditaments and Premises herein unto the mid Grantee , 15e Successors and Assistme, against 12 the mid Greater and 1te Successors, and against all and every of \$1.57 Person and Persons whomsonever in-fully claiming or to claim the same or any part thereof, by, fruct or unster 15, those or any of thesis, that! and will in Whose Whereat the said Granter has assess to be he cause affixed it a Cosmon or Corporate Seal, duly attested at Philippelphia, the date the above written. SEALED AND DELIVERED GE-LARD PRINT CONTRACT IN THE PRESENCE OF US: 5. S. (CORP. SHALL) : 212.35 : By G. H. Brown, Jr. H. J. B. 7714 Fice President Actest: J. H. Mchards Assistant Secretary STREET Manufred on the day of the date of the above Industrie, of the above-named Grantines that full consideration harmin GARAGO TRUST CHEST mentioned. WITH SEE HE STREET Byt G. Z. Brown Jr. . Anno Domini 19.31 , before me, the selection; a gatary Public de la Riyne day of May 1055 for the Commonwealth of Pennsylvania resisting in the County of Philadelphia maily appeared J. M. RECHARDS ASSESSED SACRETORY of the SERIED THIS COMPANY according to law, says that he was personally present at the concurses of the 'efficies' ladments, and some the common or conjugate seal of the said Corporation duly affined therein; that the seal so affined is the common or conjugate seal of the said Corporation; that the mid Industries was duly emind and delivered by G. E. BUNG JES TECH PROSECULARY of the said Corporation, so end for the said shoul of the said Corporation, for the uses and gargeous shou and that the masse of this deposits in ... 4532/1487, 12074/2021 as VLCA PRINCIPAL CONTROL of the and Companion, administration as the self-like in said to E. Spine Jaence in apprehished of the day cont and subscribed before me, the day and yo J. H. Haberts to factors of the "It

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Tribles by M. Dayles

GRAY BROTHERS SEPTIC SERVICES 501 S MAIN STREET SUITE 102 SPRING CITY, PA 19475

Ph: 610-644-2800 Fax: 610-296-1607 Email:: graybrothersinc@gmail.com

Statement

	Billing Address
RADNOR TOWNSHIP	
301 IVEN AVENUE	
RADNOR, PA 19087-	

PUMP STATION
GULPH CREEK RD
KING OF PRUSSIA ROAD
WAYNE, PA19087

Phone: (610) 688-5600

Fax: 0

Cust#	Site #	Terms	Date	Page
RAD_0301_0	15598	UR	1/3/2018	Page1 / 1

Inv Date	Inv#	P.O.#	Amount	Paid	Balance
9/28/2017	126498		2,660.00	0.00	2,660.00
10/17/2017	126731		3,040.00	0.00	3,040.00
Site: 1	5598: PUMP S	STATION Total	Balance:		5,700.00

THANK YOU FOR YOUR VALUED PATRONAGE-MASTERCARD AND VISA ACCEPTED PAYMENT DUE UPON RECEIPT

90 Day Past Due!

Statement as of 1/3/2018

Future	Current	30 Day	60 Day	90 Day	Total Due
0.00	0.00	0.00	3,040.00	2,660.00	5,700.00

Please detach here and return the bottom portion with your payment.

Cust #: RAD_0301_0 Site #: 15598

From

RADNOR TOWNSHIP 301 IVEN AVENUE RADNOR, PA 19087-

Statement as of 1/3/2018

STORY DESTROYERS AND SELECTION		•		2,660,00	
Future	Current	30 Day	60 Day	90 Day	Total Due

Payment Amount

GRAY BROTHERS SEPTIC SERVICES

501 S MAIN STREET SUITE 102 SPRING CITY, PA 19475

Please provide your email address below.

ORDINANCE 2018-02

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF RADNOR, SECTION 270-16, STOP INTERSECTIONS, FOR UPPER GULPH ROAD AND OAK GROVE LANE.

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendments to Chapters 270-16 as follows:

Section 1. Section 270-16 Stop Intersections, of the Code of the Township of Radnor is hereby amended as follows:

Stop Sign On:	Direction of Travel:	Intersection With:
Upper Gulph Road	Both	Oak Grove Lane

Section 2: Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

Section 3: Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

Section 4: Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

ENACTED and **ORDAINED** this 16th day of January 2018.

RADNOR	TOW	/NSHIP
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Bye		
•	Name:	Lisa Borowski President
ATTEST:Robert A. Zienkowski, Secretary		

Radnor Township

PROPOSED LEGISLATION

DATE: 1/16/18

TO: Robert A. Zienkowski, Township Manager

FROM: William A. Colarulo, Police Superintendent

LEGISLATION: Ordinance 2018-02 is authorizing two (2) new stop signs to be installed on Upper Gulph Road at Oak Grove Lane.

LEGISLATIVE HISTORY: None.

PURPOSE AND EXPLANATION: Amy Kaminski, Traffic Engineer, from Gilmore & Associates completed a traffic analysis at this intersection. Gilmore & Associates recommended an "All Way Stop" due to sight distance issues. The Highway Patrol Unit agrees with this evaluation.

FISCAL IMPACT: None.

RECOMMENDED ACTION: The Police Department respectfully requests the Board to adopt the amendment at the regular Board of Commissioners Meeting on January 16, 2018.

New Business The Ward 7 Initiative — FeeLot (Requested by Commissioner Farhy)