

**BOARD OF COMMISSIONERS**  
**REVISED AGENDA**  
**Monday, February 26, 2018 - 6:30 PM**

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of February 26, 2018

1. Consent Agenda

- a) Disbursement Review and Approval: 2018-02B and 2018-02C
- b) Acceptance of Staff Traffic Committee Meeting Minutes of January 17, 2018
- c) Resolution #2018-26- Authorization for the replacement of the exterior steps at the Creutzburg Center
- d) Resolution #2018-27 - Authorization to Receive Sealed Bids for the Kirks Run Sanitary Sewer Encasement and Stream Bank Project
- e) Resolution #2018-28 - Authorizing Rettew to Perform a Stream Assessment and Monitoring of the Headwaters of Valley Run
- f) Resolution #2018-29 –Accept bids for the Police Uniforms for years 2018, 2019 and 2020

2. Appointments to Boards and Commissions

3. Township Recognition

4. Recognition of Township Retirements

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

6. The Ward 7 Initiative (***Requested by Commissioner Farhy***)

7. Committee Reports

**FINANCE & AUDIT**

A. Quarterly 2017 Finance Update

**PERSONNEL & ADMINISTRATION**

B. Motion to approve release of report on McCone ethics complaint

**PUBLIC WORKS & ENGINEERING**

C. Ordinance #2018-01 – (***Introduction***) – An Ordinance of Radnor Township, Delaware County, Pennsylvania, Amending Chapter 235, Sewers, by Creating a New Article VI, “Adoption of PWD Wastewater Control Regulations by Reference”, Which Formally Adopts the Philadelphia Water Department Sewer and Wastewater Control Regulations as Amended January 1, 2013, for that Portion of the Sanitary Sewer System of Radnor Township Which Flows into Lower Merion Township

D. NHLS Stadium Station #18-008 – Requesting a waiver from §245 – Stormwater Requirements

E. Resolution #2018-31 - Approving the Waiver Of Land Development Of Walker Family Properties, LLP For The Property Located At 372 West Lancaster Avenue - Waiver of Land Development

F. SALDO Application #2017-S-09 - 230 Ashwood Road – ***Caucus*** – Minor Final Subdivision Plan

**PUBLIC SAFETY**

G. Ordinance #2018-02 – (**Adoption**) – Upper Gulph Road and Oak Grove Lane – Stop Sign

H. Ordinance #2018-03 – (**Introduction**) – 900 Block Glenbrook Avenue – Time Limit Parking

**COMMUNITY DEVELOPMENT**

**PARKS & RECREATION**

**LIBRARY**

**PUBLIC HEALTH**

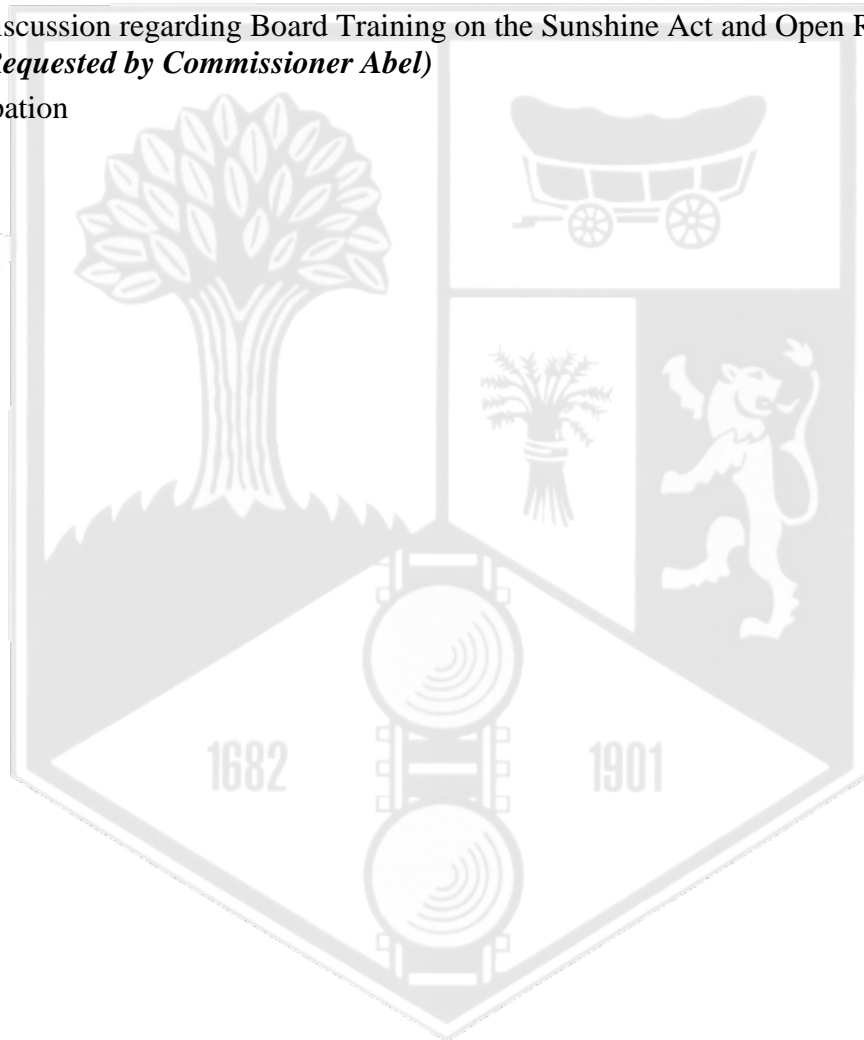
Old Business

New Business

- Discussion regarding Board Training on the Sunshine Act and Open Records  
(**Requested by Commissioner Abel**)

Public Participation

Adjournment



**RADNOR TOWNSHIP**  
**DISBURSEMENTS SUMMARY**  
**February 26, 2018**

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The table below summarizes the amount of disbursements made since the last public meeting held on February 12, 2018. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code.

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


Fund (Fund Number)	2017-2B February 9, 2018	2017-2C February 16, 2018	Total
General Fund (01)	\$45,645.47	\$221,488.68	\$267,134.15
Sewer Fund (02)	2,524.24	1,170,258.18	1,172,782.42
Liquid Fuels Fund (03)	41,392.56	21,131.59	62,524.15
Storm Sewer Management (04)	0.00	3,368.44	3,368.44
Capital Improvement Fund (05)	1,613.11	104,451.21	106,064.32
Investigation Fund (12)	251.50	0.00	251.50
Comm. Shade Tree Fund (15)	3,500.00	0.00	3,500.00
\$8 Million Settlement Fund (18)	5,657.64	7,012.50	12,670.14
The Willows Fund (23)	2,397.44	0.00	2,397.44
Library Improvement Fund (500)	0.00	31,978.19	31,978.19
Park & Trail Improvement Fund (501)	2,950.00	12,669.00	15,619.00
<b>Total Accounts Payable Disbursements</b>	<b>\$105,931.96</b>	<b>\$1,572,357.79</b>	<b>\$1,678,289.75</b>
<i>Electronic Disbursements</i>	n/a	n/a	1,335,248.31
<b>Grand Total</b>	<b>\$105,931.96</b>	<b>\$1,572,357.79</b>	<b>\$3,013,538.06</b>

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

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

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

Respectfully Submitted,

  
 \_\_\_\_\_  
 William M. White  
 Finance Director

**ELECTRONICALLY PAID DISBURSEMENT LISTING**

Estimated Through March 12, 2018

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	3/10/2018	2/18 Credit Card Revenue Processing Fees	\$5,000.00 *
Payroll [Pension] Transaction - Estimated	07-492-4980	3/1/2018	12/18 Police Pension Payments	\$186,839.03
Payroll [Pension] Transaction - Estimated	11-495-4980	3/1/2018	12/18 Civilian Pension Payments	\$137,409.28
Payroll [Bi-Weekly] Transaction - Estimated	01-various	2/22/2018	Salaries and Payroll Taxes - General Fund	\$485,500.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	2/22/2018	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	3/9/2018	Salaries and Payroll Taxes - General Fund	\$485,500.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	3/9/2018	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
<b>Period Total</b>				<b>\$1,335,248.31</b>

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

**RADNOR TOWNSHIP POLICE DEPARTMENT**  
**301 Iven Avenue**  
**Wayne, Pennsylvania 19087-5297**  
**(610) 688-0503 ☎ Fax (610) 688-1238**

**William A. Colarulo**  
**Police Superintendent**

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

**FR:** William A. Colarulo

**RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALL ROOM, WEDNESDAY, January 17, 2018, 10:00 AM.**

**NEW BUSINESS**

1. Speeding issues at Intersection of Upper Gulph and Arden Road – concerns for speeding per Mr. Kellam.

Mr. Kellam addressed his concerns for speeding on Upper Gulph Road and vehicles not stopping completely at stop sign on Arden Road. Deputy Superintendent Chris Flanagan validated his concerns. Staff Traffic Committee recommends that Steve Norcini direct Traffic Engineers for Gilmore and Associates to proceed with a traffic study on all of Upper Gulph Road. This study is recommended to begin after stop signs are installed on Upper Gulph Road at Oak Grove Lane as traffic patterns may change. After the study is completed, return to Staff Traffic meeting to discuss recommendations and options for traffic calming. It is also recommended that stop bar and fog lines be painted on Upper Gulph Road in the Spring per Commissioner Booker and Gilmore and Associates.

2. Meredith Rovine of the Saturday Club requests to hold their annual 5K race on April 14, 2018 from 0830 to 1000 hours.

Staff Traffic Committee approves the Annual 5K Race to be held on April 14, 2018. Certificate of Insurance needed.

3. Ashley Zemeski of Eastern University requests to hold a 5K race on either April 14<sup>th</sup> or 15<sup>th</sup> 2018 at 0730 hours.

Staff Traffic Committee approves the 5K Race to be held on April 15, 2018.  
Certificate of Insurance needed.

4. Yolanda DiMartino reports a parking issue with work trucks on the street of 741 Moore Avenue.

Yolanda DiMartino was not present at this meeting.

Staff Traffic Committee recommends a triangle be painted on the west side of the driveway closest to Bryn Mawr Avenue to ease visibility. Staff Traffic Committee will communicate the same to Ms. DiMartino regarding the status.

### **OLD BUSINESS**

See attached spreadsheet for pending issues



# RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Ave., Wayne, PA 19087

## December 2017 Staff Traffic Status Report

Project Name	Project Information	Status Update
Skunk Hollow Pedestrian Improvements	10/18/2016 G&A redesign for pedestrian access on Sawmill Lane to be incorporated into Darby Paoli Multi-use Trail Project	On hold until Park improvements occur. (Possible inclusion in Darby, Paoli, Multi-use trail)
Conestoga/S. Wayne/Brooke crosswalks and sidewalks	12/20/2017 Commissioner Clark is interested in pursuing pedestrian improvements near intersection	Traffic controlling measures and research regarding intersection for accident history is underway
N. and S. Wayne Avenue at Lancaster Avenue improvements	12/20/2017 Radnor Fire Company is interested in: <ul style="list-style-type: none"> <li>Pursuing parking elimination along S. Wayne Avenue</li> <li>Revising the intersection to reflect the most recent signed signal permit plan</li> <li>Emergency pre-emption at the Fire Station on S. Wayne Avenue.</li> </ul>	Continue discussion in 2018; intersection upgrades budgeted for 2021 Internal discussions with RTPD and RT Engineering on timing as well as details
S. Wayne Avenue	S. Wayne Avenue traffic speed and traffic marker island design	RPD conducting speed study 01/21/2018 State contacted about traffic island
Upper Gulph Road & Oak Grove Lane	Staff Traffic Committee: Reviewed speed and volume data; performed sight distance evaluation.	Went before the Board of Commissioners on January 16, 2017. On January 22, 2018 BOC did not vote on item
Kinterra Road & Church Rd Sight Distance Evaluation	<ul style="list-style-type: none"> <li>10/18/2017 Ms. Lemmon reported a line of sight issue for the intersection.</li> </ul>	G&A provided a fixed fee proposal cost for the evaluation. Requisition to be placed in January 2018

Radnor Township Police Staff Traffic Monthly Status Report

County Line Corridor Study (from Lancaster Avenue to Conestoga Road)	Staff Traffic Committee & Lower Merion Township discussions to expand study area to County Line Road corridor study	<ul style="list-style-type: none"> <li>Study approved for 2018</li> <li>LMT has been approached for cost sharing</li> </ul>
King of Prussia Bridge	Strike issues	<ul style="list-style-type: none"> <li>On January 26, 2018 there will be a special meeting with all parties involved</li> </ul>
Sproul Road and Conestoga Road Left turn signal improvements	<ul style="list-style-type: none"> <li>RT 2017 Engineering Line Item Budget: \$300,000 to evaluate, design and construct signal improvements to include intersection left turn lanes</li> </ul>	With input from PennDot and a neutral supplier, we are trying to determine feasibility of radar detection. Plans to be submitted to PennDot January 31, 2018
N. Wayne Ave/Poplar Ave/West Avenue Pedestrian Improvement Signal project	<ul style="list-style-type: none"> <li>DCED MTF grant awarded; construct signal and pedestrian improvements at intersection</li> </ul>	Grant award at reduced award; being analyzed by Township
Conestoga & County Line Road Evaluation	Evaluate crash records, turning volumes, intersection layout to identify improvements	Study completed, some items being implemented, possible crossover with County Line Corridor study
Eagle Rd & North Wayne Pedestrian Improvements DCED MTF	Prepare DCED MTF grant for sidewalk, signal and curb ramp improvements; grant submission due late July, 2017	Grant not awarded.
Lancaster Ave Pedestrian Improvements	Completed grant submission to PennDOT MTF on 12/15/2016	Grant not awarded
Lancaster Ave & Garrett Avenue-Barleycone Lane Pedestrian Improvements DCED MTF	Submitted DCED MTF grant for sidewalk, signal and curb ramp improvements from Garrett to Barleycone Lane: application due 7/2017	Awaiting grant approval
Glenmary Road Pedestrian Improvements DCED MTF	Submit DCED MTF grant for sidewalk, pedestrian signal and curb ramp improvements on southside of Glenmary Road including upgrades to King of Prussia Road crosswalk at intersection	Grant application was denied by the grant agency
South Devon Ave Pedestrian Improvements	Prepare plans for pedestrian improvements on Devon Avenue from Liberty Lane to Morris Cir. South of Devon Avenue	Engineering Department completed sidewalk construction
King of Prussia Rd & Eagle Rd intersection improvements	<ul style="list-style-type: none"> <li>Submit joint application for DCED MTF grant with Cabrini &amp; Eastern for left turn lanes on King of Prussia Road at Eagle Road/Pine Tree Rd</li> </ul>	Report submitted to Township on 12/11/2017 <ul style="list-style-type: none"> <li>To be placed on Board of Commissioners agenda in the first quarter of 2018.</li> </ul>



**RESOLUTION NO. 2018-26**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AWARDING THE CONTRACT FOR THE REPLACEMENT  
OF THE EXTERIOR STEPS AT THE CRUETZBURG CENTER TO RICK  
MCGURL, GENERAL CONTRACTOR**

*WHEREAS*, the Board of Commissioners has approved the replacement of the steps at the Creutzburg Center, 260 Gulph Creek, Harford Park

*WHEREAS*, a cost proposal was submitted by Rick McGurl, General Contractor for the removal and replacement of the steps, in the amount of \$9,540

*NOW, THEREFORE*, be it *RESOLVED* the Board of Commissioners of Radnor Township does hereby authorize and approve the award of the contract for the removal and replacement of the steps at the Cruetzburg Center to Rick McGurl, General Contractor in the amount of \$9,540

*SO RESOLVED* this 26th day of February, A.D., 2018

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President

ATTEST: \_\_\_\_\_  
Robert A. Zienkowski  
Manager/Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**

DATE: February 20, 2018

TO: Radnor Township Board of Commissioners

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

FROM: Mark Domenick, Co-Interim Director of Public Works

LEGISLATION: Resolution 2018-26: Authorize the replacement of the exterior steps at the Creutzburg Center

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**LEGISLATIVE HISTORY:** By virtue of Ordinance 2017-17, dated December 11, 2017, the Board of Commissioners adopted the “2018 Board Adopted Comprehensive Budget”. The Capital Plan, includes the replacement of the exterior steps at the Creutzburg Center.

**PURPOSE AND EXPLANATION:** The Creutzburg Center at 260 Gulph Creek Road is the home of the Main Line School Night, and is owned by Radnor Township, and it is located within Harford Park. The exterior steps to the main entrance of the building are deteriorated and are in need of replacement. This is a heavily utilized building for students attending classes at the Main Line School Night.

**IMPLEMENTATION SCHEDULE:** Upon Board of Commissioners approval, the Township will have Rick McGurl, General Contractor proceed with the step replacement.

**FISCAL IMPACT:** Funding for the step replacement is in capital account 05.

**RECOMMENDED ACTION:** I respectfully request the Board of Commissioners to authorize the replacement to the exterior steps at the Creutzburg Center in the amount of \$9,540.00

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

**RESOLUTION NO. 2018-27**  
**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE**  
**COUNTY, PENNSYLVANIA, AUTHORIZING THE**  
**ENGINEERING DEPARTMENT TO RECEIVE SEALED**  
**BIDS FOR THE KIRKS RUN SANITARY SEWER**  
**ENCASEMENT AND STREAM BANK RESTORATION**  
**PROJECT**

*WHEREAS*, a sanitary sewer line and associated manhole are exposed within Kirks Run

*WHEREAS*, a project to encase the sanitary sewer and restore the stream bank is required to mitigate this issue

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Engineering Department to Receive Sealed Bids for the Kirks Run Sanitary Sewer Encasement and Stream Bank Project

*SO RESOLVED* this 26th day of February, A.D., 2018

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President


ATTEST: \_\_\_\_\_  
Robert A. Zienkowski  
Manager/Secretary

# Radnor Township

## PROPOSED LEGISLATION

DATE: February 20, 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

LEGISLATION: **Resolution #2018-27: Authorization for the Engineering Department to Receive Sealed Bids for the Kirks Run Sanitary Sewer Encasement and Stream Bank Project**

LEGISLATIVE HISTORY: The Board of Commissioners previously authorized the design and bidding documents for this project.

PURPOSE AND EXPLANATION: The Township was alerted to an exposed sanitary sewer pipe that runs parallel with Kirks Run (this portion of Kirks Run is in the area of Wyldhaven Road). In addition to the exposed sanitary pipe, a manhole is now exposed. What was once a sewer pipe and manhole that were buried in the stream bank, are now facilities that are exposed, in the middle of the stream, due to years of erosion. This project entails the concrete encasement of a portion of the sewer line, armoring the manhole, and restoring the bank, which will once again cover the sewer pipe.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners authorization, the bid package will be placed on Penn BID e-bidding site. One sealed bid is reviewed, the lowest responsible bidder will be recommended to be awarded the project at a future Board of Commissioners meeting.

FISCAL IMPACT: This project is listed in the Five-Year Capital Plan of the 2018 Approved Budget listed as "Kirks Run" and will be funded from the Sanitary Sewer Capital Fund.

Recommendation: *I respectfully request that the Board of Commissioners Authorize the Engineering Department to Receive Sealed Bids for the Kirks Run Sanitary Sewer Encasement and Stream Bank Project*

**RESOLUTION NO. 2018-28**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AUTHORIZING RETTEW ASSOCIATES, INCORPORATED, TO  
PERFORM A STREAM ASSESSMENT AND MONITORING OF THE HEADWATERS  
OF VALLEY RUN**

*WHEREAS*, the Board of Commissioners previously authorized the stream assessment and testing of Valley Run

*WHEREAS*, it was thought this testing may be used as a baseline for possible future testing

*WHEREAS*, Rettew Associates has provided a cost proposal to perform a subsequent stream assessment and monitoring of Valley Run

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize Rettew Associates, Incorporated, to Perform a Stream Assessment and Monitoring of the Headwaters of Valley Run at the cost of \$13,930.

*SO RESOLVED* this 26<sup>th</sup> day of February, A.D., 2018

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President


ATTEST: \_\_\_\_\_  
Robert A. Zienkowski  
Manager/Secretary

# Radnor Township

## PROPOSED LEGISLATION

DATE: February 20, 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  
Steven Gabriel, Project Manager, Rettew Associates, Incorporated

LEGISLATION: **Resolution #2018-28:** Authorizing Rettew Associates, Incorporated, to Perform a Stream Assessment and Monitoring of the Headwaters of Valley Run

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LEGISLATIVE HISTORY: Previously, the Board of Commissioners authorized soil and asphalt testing including analysis, of the former Villanova University parking lot, where the Housing Project is now being constructed. Subsequent to that testing, the Board of Commissioners authorized a stream assessment of Valley Run, whose headwaters are in the vicinity of the current housing project.

PURPOSE AND EXPLANATION: The previous stream assessment was performed in May of 2017; it was thought to be used as a base line for future testing. The testing area included four locations, from the headwaters of Valley Run through Clem Macrone Park. Before the Commissioners is a proposal to perform the same stream assessment with the inclusion of testing for the element Lead and compound Benzo(a)pyrene, as these items were noted in the aforementioned soil testing. If the Board of Commissioners authorizes the testing, it will proceed in May, again to keep in line with using the testing as a base line.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners authorization, a requisition would be entered into our financial system. Upon receipt of a purchase order number, Rettew will be authorized to perform the assessment in May of this year. The cost proposal includes a presentation to the VU Care Committee and the Board of Commissioners by Rettew.

FISCAL IMPACT: This project will be funded from Engineering: Contractual Services- Special, account # 01429100-44112, at a cost of \$13,930.

Recommendation: *I respectfully request that the Board of Commissioners Authorize Rettew Associates, Incorporated, to Perform a Stream Assessment and Monitoring of the Headwaters of Valley Run*

Enclosure: Rettew Associates Cost Proposal



We answer to you.

3020 Columbia Avenue, Lancaster, PA 17603 • Phone: (800) 738-8395  
E-mail: rettew@rettew.com • Web site: rettew.com

Engineers

Environmental  
Consultants

Surveyors

Landscape  
Architects

Safety  
Consultants

February 8, 2018

Mr. Stephen F. Norcini, PE  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087

RE: Proposal for: Stream Assessment and Monitoring  
Headwaters of Valley Run at Villanova  
RETTEW Project No. 101442012

Dear Steve:

RETTEW understands that Radnor Township is interested in having the Headwaters of Valley Run, in the vicinity of Villanova University through Clem Macrone Park, investigated and monitored for a second year, following May 2017 investigative efforts.

RETTEW proposes to utilize the standardized sampling protocol that was established in May of 2017.

## SCOPE OF WORK

### STREAM ASSESSMENT AND MONITORING (PHASE 441)

RETTEW will:

1. Use the Pennsylvania Department of Environmental Protection's (PADEP) In-stream Comprehensive Evaluation (ICE) Survey protocol to assess the condition of the headwaters of Valley Run beginning at the subject parking lot and terminating within Macrone Park. This stream monitoring will take place at the four locations investigated in May of 2017, those being:
  - a. The former Main Parking Lot/SEPTA area;
  - b. The "Aldwyn triangle area" as described by DRN in their May 11, 2016 memorandum;
  - c. In the area of Brooklea Road; and
  - d. Within Macrone Park.
2. Conduct the following investigations at each of the above mentioned locations (provided there is water to test due to periods of drought/seasonal conditions).
  - a. Physical Characterization – The physical characterization will be performed in the field by the RETTEW project team using the same standardized forms included in the ICE protocol guidelines that were used in the 2017 sampling.
  - b. In-stream Macroinvertebrate Community – Macroinvertebrate samples will be collected and preserved on-site, and subsequently identified in RETTEW's laboratory for use in calculating several biological metrics. For example, the macroinvertebrate diversity, abundance, and specie specific pollution tolerance values can all be analyzed to determine general water quality.

- c. Water Quality – Specific water quality parameters (e.g., pH, specific conductance, temperature, dissolved oxygen and turbidity) will be measured on-site with field-based, portable field meters. In addition, four “grab” surface water samples will be collected, shipped, and analyzed by a certified third-party laboratory for analytical parameters including:
- Chloride, nitrate, nitrite, sulfate, acidity, alkalinity, dissolved oxygen, methane, ethane, pH, oil and grease, total phosphorus, total organic carbon, turbidity, dissolved solids, barium, calcium, iron, magnesium, potassium, and sodium.
  - New for 2018, RETTEW will test stream sediments for lead and benzo(a)pyrene at two locations, those being at sampling locations RT-1 downstream of the SEPTA railbed and RT-4 within Macrone Park. We will discuss and incorporate into the Monitoring Report, testing results comparing found levels to recommended residential Direct Contact MSC standards. We will include discussion of possible correlation between lead and benzo(a)pyrene levels previously found in the Main Parking Lot soil samples and lead and benzo(a)pyrene levels (if found) in the stream samples.

Deliverables: Monitoring Report.

RETTEW will:

1. Complete a monitoring report in July 2018 describing findings from Scope of Work Items #2a, #2b and #2c.
2. Present the completed monitoring report at a meeting of the Villanova Care Group.

All field work associated with monitoring parameters described in Scope of Work Items #2a, #2b and #2c will be conducted in May.

Two hard copies and electronic copies of the report will be provided.

## **ASSUMPTIONS AND RESTRICTIONS**

The following assumptions were considered during development of this proposal:

1. RETTEW has been granted access to monitoring locations as described in Scope of Work Item #2.
2. RETTEW will not be encumbered by observers while conducting field investigations unless RETTEW agrees to such at the time.

## **WORK SCHEDULE**

Initial field work and report (Scope of Work Item #2) to take place and be completed within May 2018 through July 2018.

## **ESTIMATED COST**

RETTEW proposes to provide the aforementioned professional services for the Lump Sum fee stated below. The costs are provided below for your convenience:

### **PROFESSIONAL FEES**

- |    |  |            |
|----|--|------------|
| A. | Spring 2018 Follow-Up Base Field Work and Monitoring Report..... | \$8,700.00 |
| B. | Lead and Benzo(a)pyrene Field work and monitoring report .....   | \$3,480.00 |
| C. | Presentation to the Villanova Care Group.....                    | \$1,050.00 |



## MEETINGS

All review agency meetings, or meetings not listed in the Scope of Work, shall be attended as requested on a time and expense basis per the hourly rate of the individual effective at the time of the meeting. These costs will be invoiced in addition to the Proposed Fees stated above.

## ADDITIONAL SERVICES

Services not included in the scope and fee described herein may be provided by RETTEW upon your request. We will perform these services as an addendum to the Professional Services Agreement or mutually acceptable substitute agreement, should they prove to be necessary. Proper written authorization must be given prior to initiating any additional services. The following additional services are not included in this proposal but can be provided for an additional fee:

1. Conduct stream monitoring sampling during rainstorm events or other unique situations.
2. Investigate potential causes for sampling results of concern.
3. Any services not specifically described within the Scope of Services and Fees stated herein.
4. Presentation to the Board of Commissioners (estimated cost of \$700.00).

## BILLING SCHEDULE

RETTEW will invoice you at the end of each four-week billing period for work actually performed during this period. Invoices are payable within 30 days per the terms of the enclosed Professional Services Agreement.

## PAYMENT SCHEDULE

Payment is due upon presentation of invoice and is past due 30 calendar days from the invoice date. Unpaid invoices in excess of 30 calendar days will be cause to discontinue services until all outstanding invoices are paid. Work stoppages will impact the project schedule and may result in missed deadlines and/or increased project fees including remobilization. Radnor Township agrees to reimburse RETTEW for any special business or personal taxes imposed at the local, county or state level as a result of providing professional services by RETTEW to Radnor Township under this agreement.

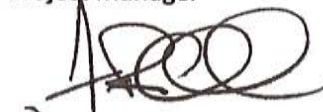
If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Professional Services Agreement and return it to our office. We will forward a fully executed copy to your attention. This document will then constitute our completed agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, all terms and conditions of this agreement will be considered to be in full force, as if this agreement were executed, until such time as this agreement or a mutually acceptable substitute agreement is executed. If a mutually acceptable substitute agreement is executed, all terms and conditions contained within this agreement shall apply to the substitute agreement, unless specifically and mutually excluded by the substitute agreement.

If you have any questions regarding this proposal or wish to discuss any item(s) contained herein, please do not hesitate to call our office. We will work to give you the quality service you deserve as a valued client of RETTEW.

Sincerely,



Steve Gabriel  
Project Manager



James Caldwell  
Director of Civil Municipal

Enclosure

copy: Project Administration

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We answer to you.

Corporate Headquarters: 3020 Columbia Avenue · Lancaster, PA 17603 · Phone (717) 394-3721 · Fax (717)394-1063  
E-mail: [rettew@rettew.com](mailto:rettew@rettew.com) · Web site: [rettew.com](http://rettew.com)

**PROFESSIONAL SERVICES AGREEMENT**

**Project No. 101442012**

THIS AGREEMENT entered into on this 7th day of February, 2018 by and between  
Radnor Township located at 301 Iven Avenue, Wayne, PA 19087

hereinafter called "CLIENT" and RETTEW Associates, Inc., hereinafter called "RETTEW" is as follows:

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:  
Stream Assessment and Monitoring

located at: Headwaters of Valley Run at Villanova  
hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:  
Please see attached proposal dated 2-7-18

B. Total Fee to be Paid to RETTEW:  
Please see attached proposal dated 2-7-18

C. Schedule for the Services of RETTEW:  
Please see attached proposal dated 2-7-18

D. This PROFESSIONAL SERVICES AGREEMENT shall include the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS as attached hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY: \_\_\_\_\_  
(Client Signature)  
\_\_\_\_\_  
(Printed Name)

BY: \_\_\_\_\_  
(RETTEW Signature)  
**James R. Caldwell**  
\_\_\_\_\_  
(Printed Name)

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

TITLE: Director of Civil Municipal  
DATE: \_\_\_\_\_

Insert Project Number here

## PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Scope of Services.** RETTEW Associates, Inc. ("RETTEW") agrees to provide professional services set forth in the Scope of Services to the Client (the "Services") pursuant to these Terms and Conditions (the "Terms"). These Terms, together with the Professional Services Agreement and its attachments, constitutes the entire agreement between the parties concerning the Services. Unless specifically included in the Scope of Services, RETTEW shall not provide any construction phase services including, but not limited to, construction observation of any other contractor's work. RETTEW shall not control, or be responsible for, the construction means, methods, techniques, sequences or procedures of any contractor and shall not be responsible for site safety. RETTEW shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities or other responsibilities are specifically assigned to RETTEW in the Scope of Services.

2. **Invoices.** Client represents and warrants that it possesses the financial resources to fulfill its payment obligations hereunder and that such resources do not rely significantly on contingent, third-party monies. Client agrees to maintain such resources during the term hereof and that the failure to maintain such resources shall constitute a material breach hereof. Unless otherwise agreed, Client will be invoiced every 4 weeks for services performed to date and a final invoice will be timely provided upon completion of the Services. Payment is due on receipt and is past due 30 days from invoice date. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to RETTEW within 10 days of the date of invoice. Client will reimburse RETTEW's reasonable attorneys' fees and litigation costs incurred in pursuing collection of any amount due from Client, in addition to amounts otherwise due hereunder. Timely payment to RETTEW is a material consideration of this Agreement. RETTEW may suspend or terminate its work upon written notice if any Client invoice is not timely paid. Client agrees to defend, indemnify and hold RETTEW harmless from any damages that may arise due to such suspension or termination.

3. **Standard of Care.** RETTEW shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. This standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. RETTEW MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW AS THEY MAY APPLY TO THIS AGREEMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that neither RETTEW nor any of its subconsultants owes any fiduciary duty to Client or agency relationship between Client and RETTEW and that, in any event, RETTEW's course of conduct during the performance of the Services shall not create a fiduciary duty or agency relationship.

4. **Indemnification.** To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible. To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney's and expert's fees. As used in Paragraphs 4 and 5, a "Group" includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.

5. **Limitations of Liability.**

a. RETTEW Group's aggregate liability for damages arising from or related to this Agreement, under any theory of liability, shall not exceed the fees paid by Client for performance of the Services. RETTEW shall only be liable for such damages to the extent caused by its negligence.

b. If RETTEW fails to include any required item or component of the Project from the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (the "Deliverables"), RETTEW shall correct the omission on the Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation.

c. Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and

loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.

d. RETTEW hereby advises Client that it is willing to negotiate higher limitations of liability than those set forth herein, subject to increased compensation. Client has chosen to enter into this Agreement subject to the above limitations of liability after consideration of the totality of the proposal presented by RETTEW.

6. **Relationship with Other Consultants and Contractors** RETTEW is not responsible for any errors or omissions by other consultants, contractors or their respective subcontractors (collectively, "Contractors"), including, but not limited to, such Contractors' failure to adhere to the Deliverables, regardless of whether or not RETTEW is observing their work. RETTEW owes no duty to any Contractor to discover their errors, omissions or other defects in its work or in the work of its subcontractors. Client will use reasonable efforts to include the following language in its agreements with other Contractors on the Project: *"To the fullest extent permitted by law, contractor or consultant expressly waives any claims or causes of action against the project engineer for damages sustained in connection with the project, under any theory of liability, except to the extent that the damages resulted from personal injury or property damage. The project engineer is an intended third-party beneficiary of this provision."*

7. **Termination.** In addition to any other termination rights set forth herein, this Agreement may be terminated by either party upon 7 days written notice if the other party fails materially to perform in accordance with its terms. If the Project is permanently abandoned, this Agreement may be terminated by Client upon at least 7 days written notice to RETTEW. In the event of termination of the Project, Client will compensate RETTEW for Services performed or provided up to its receipt of the written notice of termination, for all reimbursable expenses incurred by RETTEW in furtherance of the Services (whether or not incorporated into the Services prior to termination), and reasonable fees and expenses directly associated with the closing the matter, the latter as approved by Client in advance. Timely payment to RETTEW is a material consideration of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by RETTEW.

8. **Insurance.** During the term of the Agreement, RETTEW will maintain Workers' Compensation insurance, General Liability insurance, Automobile insurance, and Professional Liability insurance in commercially reasonable amounts. Client will maintain, or require its other contractors or consultants on the Project to maintain, such policies (if applicable) in commercially reasonable amounts. Except to the extent that such waiver would invalidate the applicable insurance coverage, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Client and RETTEW shall require similar waivers from their contractors, consultants and agents.

9. **Opinions of Probable Construction Cost.** RETTEW's opinions of probable construction cost and other cost opinions or estimates are to be made on the basis of RETTEW's experience and qualifications as an engineer and represent RETTEW's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because RETTEW has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, RETTEW cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by RETTEW or other cost opinions or estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.

10. **Disputes.** If a dispute arises from or relates to this Agreement or the breach thereof, that cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. The parties further agree that they may initiate litigation regarding any dispute arising out of or relating to this Agreement, or breach thereof, if mediation does not result in a resolution within 90 days of initiation. Litigation between the parties regarding this Agreement shall be brought in a court of competent jurisdiction located in the state where the work hereunder is performed. In the event of litigation, the prevailing party shall be entitled to collect its reasonable attorneys' fees, experts' fees and costs related to the litigation from the other party. This Agreement shall be governed by and construed under the law of the state where the work hereunder is performed, without regard to its principles of conflicts of laws. The parties waive their right, if any, to a jury trial.

11. **Client Responsibilities.** Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for RETTEW to perform the Services. Client will timely review proposals, schedules,

plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services. RETTEW shall be entitled to rely on information and recommendations provided by Client, and its Contractors without independent evaluation or verification.

**12. Notice of Defects.** Client shall promptly report to RETTEW any defects or suspected defects in the Services, so that RETTEW may take measures to minimize the consequences of such defect. Client will use reasonable efforts to include a similar contractual requirement on its Contractors. Failure by Client, and/or Client's Contractors, to so notify RETTEW shall relieve RETTEW of the costs of remedying the defects to the extent of the additional costs resulting from the failure of prompt notification.

**13. Underground Utilities.** Client will identify to RETTEW, in writing, the locations of known or suspected underground utilities or other underground structures or features at and near the project site that could affect the services to be provided (collectively, "Underground Utilities") and will provide all drawings in its possession or control that identify Underground Utilities. RETTEW will be responsible for the proper siting of underground utilities when provided with proper and accurate information regarding their location. Client agrees to defend, indemnify and hold RETTEW harmless from all claims and damages it sustains in connection with Underground Utilities that are not identified to RETTEW as required, not properly identified, or not properly located by municipalities, authorities, or utilities after proper notice (i.e., after calling the applicable state utility locating hotline, if one exists).

**14. Fees.**

a. Unless expressly stated otherwise in the Scope of Services, the "Total Fee" above is RETTEW's best estimate of the cost of Services required to complete the Project as RETTEW understands it to be defined and is not a cost-not-to-exceed limit on RETTEW's compensation. For fixed fee projects, payment shall be made based on the percent of work completed for each phase of work, unless otherwise agreed. For time and expense (cost plus) projects, billings are based on the hours worked, including travel time portal-to-portal, and reimbursable expenses. Overtime for non-exempt employees will be billed at 1.5 times the hourly rate.

b. Client is responsible for RETTEW's out-of-pocket expenses incurred in performing the Services, including, but not limited to, travel expenses, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at RETTEW's actual cost, plus 15%, except sales tax will be reimbursed at cost and mileage will be reimbursed at the applicable federal rate. Hotels and meals will be billed as a per diem expense as set out in the Rate Schedule.

**15. Additional Work.**

a. RETTEW shall be entitled to an equitable increase in compensation if it is required to perform additional work due to changes in Client decisions or Client's failure to make decisions in a timely fashion. Services or tasks beyond those set forth in the Scope of Services (including but not limited to, revisions due to adjustments in the project scope, quality, or budget) are considered "Additional Services" and will be billed at RETTEW's standard hourly rates, unless the parties agree otherwise in a change order or amendment to this Agreement.

b. If Additional Services are requested, RETTEW will provide Client with a change order or amendment to this Agreement to memorialize the parties' obligations regarding the Additional Services. RETTEW reserves the right to refuse to perform Additional Services until it receives written approval of the change order or amendment from the Client. If RETTEW does not receive such written approval in a timely manner, the project schedule could be impacted.

**16. Work Product and Intellectual Property.** Conditioned on full payment of amounts owed to RETTEW, RETTEW grants Client physical ownership of the Deliverables, and a royalty-free, nontransferable license to use the Deliverables solely for the Project. RETTEW retains all other intellectual property rights in the Deliverables and the intellectual property rights in any other document reduced to tangible form by RETTEW in furtherance of this Agreement. The Deliverables may not be used on any other projects or to complete the Project without RETTEW's consent, which will not be unreasonably withheld. Use of the Deliverables (or the data contained therein) in a manner that is contrary to this paragraph, or any alteration or modification of the Deliverables (or the data contained therein), is at Client's sole risk. Client agrees to defend, indemnify and hold RETTEW harmless from any liability for damages arising from such use, alteration or modification. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to Client's ownership or use of the Deliverables. Client shall consult with RETTEW before interpreting or clarifying the Deliverables.

**17. Miscellaneous.** There are no third party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any subsequent writings, unless specifically and explicitly agreed to by both parties, in writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other

party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

**18. CONSTRUCTION SERVICES (If included in Scope of Services)**

18.1 RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. (Construction management services are offered by RETTEW's affiliate, RETTEW Field Services, Inc.) RETTEW shall become generally familiar with the progress and quality of that portion of the work within the Scope of Services to determine, in general, if such work is being performed in a manner indicating that such work, when fully completed, will be in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe the quality or quantity of such work. RETTEW's services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of RETTEW's field representative nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.

18.2 RETTEW shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the construction documents. RETTEW shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work.

18.3 Client agrees that its contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by RETTEW's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. RETTEW is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

18.4 If expressly required under the Scope of Services to do so, RETTEW shall review contractors' submittals within 10 business days of their submission, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor. RETTEW's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures and RETTEW does not check or review the methods by which the contractor intends to execute the design. A recommendation for payment shall not be construed as permitting any departure from the contract between Client and the contractor or the construction documents, and the contractor shall remain responsible for any error in details, dimensions or otherwise that may exist. RETTEW's review and acceptance of shop drawings or submittals does not constitute approval or acceptance of design changes contained therein unless the contractor has specifically informed RETTEW in writing of such deviation at the time of the submittal and (1) RETTEW and Owner have given written approval to the specific deviation as a prior change in the work, or (2) a change order has been issued authorizing the deviation. When professional certification of performance characteristics of materials, systems or equipment is required by the construction documents, RETTEW shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction documents.

18.5 If the Scope of Services includes RETTEW's review of contractors' requests for payment, then such services shall be conducted in the following manner. Unless otherwise agreed in writing, RETTEW shall, within 10 business days from the date of receipt by RETTEW, review and evaluate such requests for payment based upon RETTEW's observations of the work and give Client its recommendations regarding such request. RETTEW's recommendations shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of RETTEW's knowledge, information and belief, the quality of the work is consistent with the construction documents prepared by RETTEW and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements shall be interim only, shall be subject to an evaluation of the completed work compared to the construction documents, if requested by Client, and do not guarantee against minor deviations from the construction documents as of the date of the review.

**RESOLUTION NO. 2018-29**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA,  
APPROVING THE PURCHASE OF POLICE UNIFORMS FOR THE MEMBERS OF THE  
RADNOR TOWNSHIP POLICE DEPARTMENT.**

*WHEREAS*, Radnor Township has determined that the Police Department is in need of new uniforms,

*WHEREAS*, funding for will come from the uniform portion of the 2018 Police Budget,

*NOW, THEREFORE*, be it hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby approve the purchase of uniforms for the members of the Police Department at an approximate cost of \$549.00 per Officer which includes two (2) long sleeve shirts, two (2) short sleeve shirts and two (2) pants as replacements for replacement uniforms due to damage or wear.

*SO, RESOLVED*, this 26<sup>th</sup> day of February A.D. 2018.

RADNOR TOWNSHIP

By: \_\_\_\_\_

Name: Lisa Borowski

Title: President

**ATTEST:** \_\_\_\_\_

Robert A. Zienkowski, Township Manager/Secretary

# Radnor Township

## PROPOSED LEGISLATION

**DATE:** February 20, 2018  
**TO:** Board of Commissioners  
**FROM:** Superintendent William A. Colarulo

**LEGISLATION:** Resolution 2018-29 accepting the bid for the Radnor Township Police Department, Police Uniforms for the years 2018, 2019 and 2020.

**LEGISLATIVE HISTORY:** The Radnor Township Police Department received bids for the supply of Police Uniforms for the years 2018, 2019 and 2020. This was reviewed by the Board of Commissioners in November 2017 and bid authorization was received. This bid is for professional services and materials needed to provide uniforms for all forty-two (42) members of the Police Department. These items include uniform pants and shirts for all members of the Police Department. This bid is being conducted to satisfy the Home Rule Charter Section 7.11, B. The limit on terms will not exceed three (3) years.

**PURPOSE AND EXPLANATION:** The Radnor Township Police Department requests to purchase new uniform for its forty-two (42) members. The Board of Commissioners authorized bidding for the uniforms at the November 13, 2017 Board of Commissioners meeting. The specifications were advertised and one (1) bid was received. The recommendation is for Red The Uniform Tailor, the lowest responsive and responsible bidder. Red the Uniform Tailor is the current Police Department uniform supplier.

**IMPLEMENTATION SCHEDULE:** The Radnor Township Police Department will purchase Police Uniforms at an approximate cost of \$549.00 per Officer, which includes two (2) long sleeve shirts, two (2) short sleeve shirts and two (2) pants as replacements for uniforms that have been damaged and/or worn through their duties.

**FISCAL IMPACT:** Funding for this project is provided in the Radnor Township Police Department account of 01410100-44031 under the Police Department Uniforms area of the Township Budget.

**RECOMMENDED ACTION:** I respectfully request that the Board of Commissioners authorize the Award of Bid to the Radnor Township Police Department for Police Uniforms for the years 2018, 2019 and 2020 at the February 26, 2018, Board of Commissioners Meeting.

# Appointments to Boards and Commissions



# Township Recognition

# Recognition of Township Retirements

# Public Participation

The Ward 7 Initiative  
*(Requested by  
Commissioner Farhy)*

# Q4 Results and FY 2017 Financial Outlook

Radnor Township | February 12, 2018

# Agenda

- General Fund
  - 4<sup>th</sup> Quarter FY 2017 Results
  - Year over Year Comparison Summary Graphs
- Sanitary Sewer Fund Revenue Review
- Stormwater Fund Revenue Review
- Pension Fund Asset Performance (YTD)

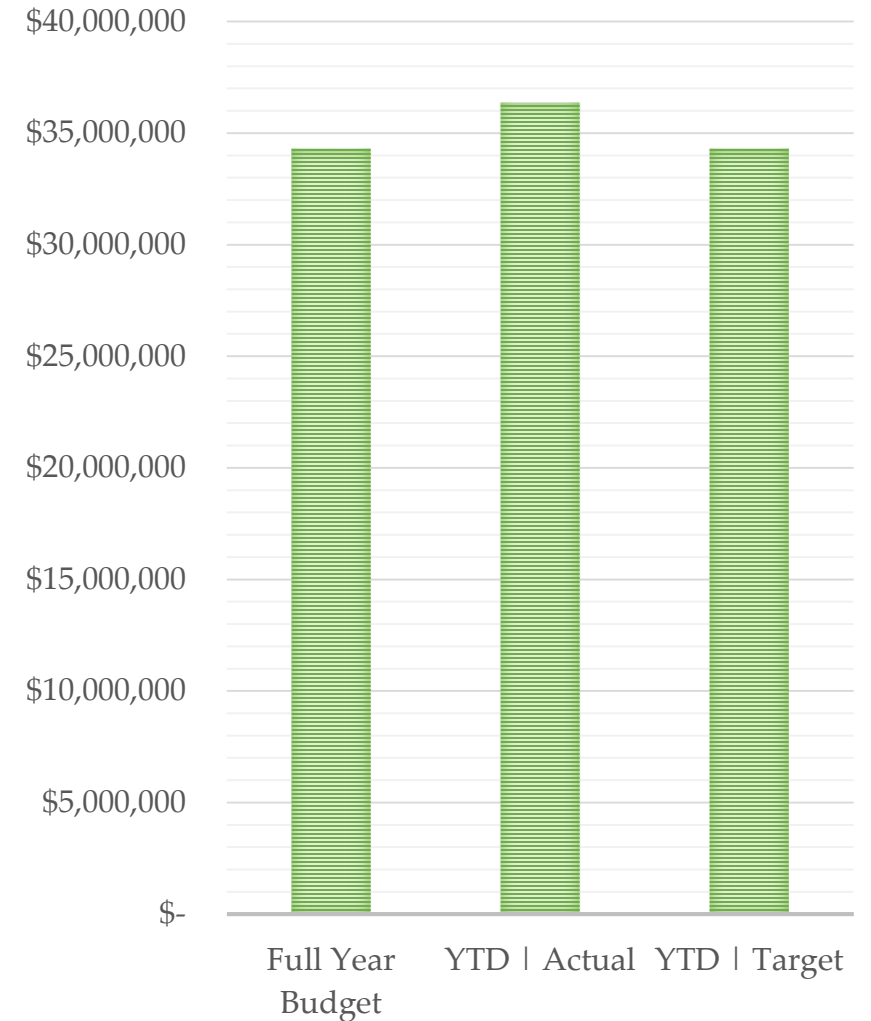
# 4<sup>th</sup> Quarter 2017 – Highlights

## General Fund Revenue

	Q3 YTD		Q4 YTD	
	Target	Amount	Target	Amount
Full Year Budget	100%	\$34,299,993	100%	\$34,299,993
YTD   Actual	96%	33,090,085	107%	36,340,657
YTD   Target	91%	31,200,778	100%	34,299,993
Variance	5%	1,889,307	7%	2,040,664

### Key Points:

- RE Tax prepayment generated \$1.1M (will reduce 2018)
- Permitting & Related generated \$1.0M (as forecasted)
- Business taxes came up short of expectations
- After prepayment is removed, variance is +\$912K, or 3%



# 4<sup>th</sup> Quarter 2017 – Highlights

## General Fund Expenses

	Q3 YTD		Q4 YTD	
	Target	Amount	Target	Amount
Full Year Budget	100%	\$34,851,925	100%	\$34,851,925
YTD   Actual	65%	22,664,693	100%	34,835,850
YTD   Target	66%	22,889,519	100%	34,851,925
Variance	1%	224,826	0%	16,076

### Key Points:

- Large positive variance from payroll savings in police and public works
- Engineering Escrow still is behind; showing large negative variance due to lagging escrow collections/ reimbursements
- [Unbudgeted] General Fund transfers to the Sanitary Sewer Fund chewed up \$1.75 Million in cash reserves (otherwise, the positive variance would have been larger)





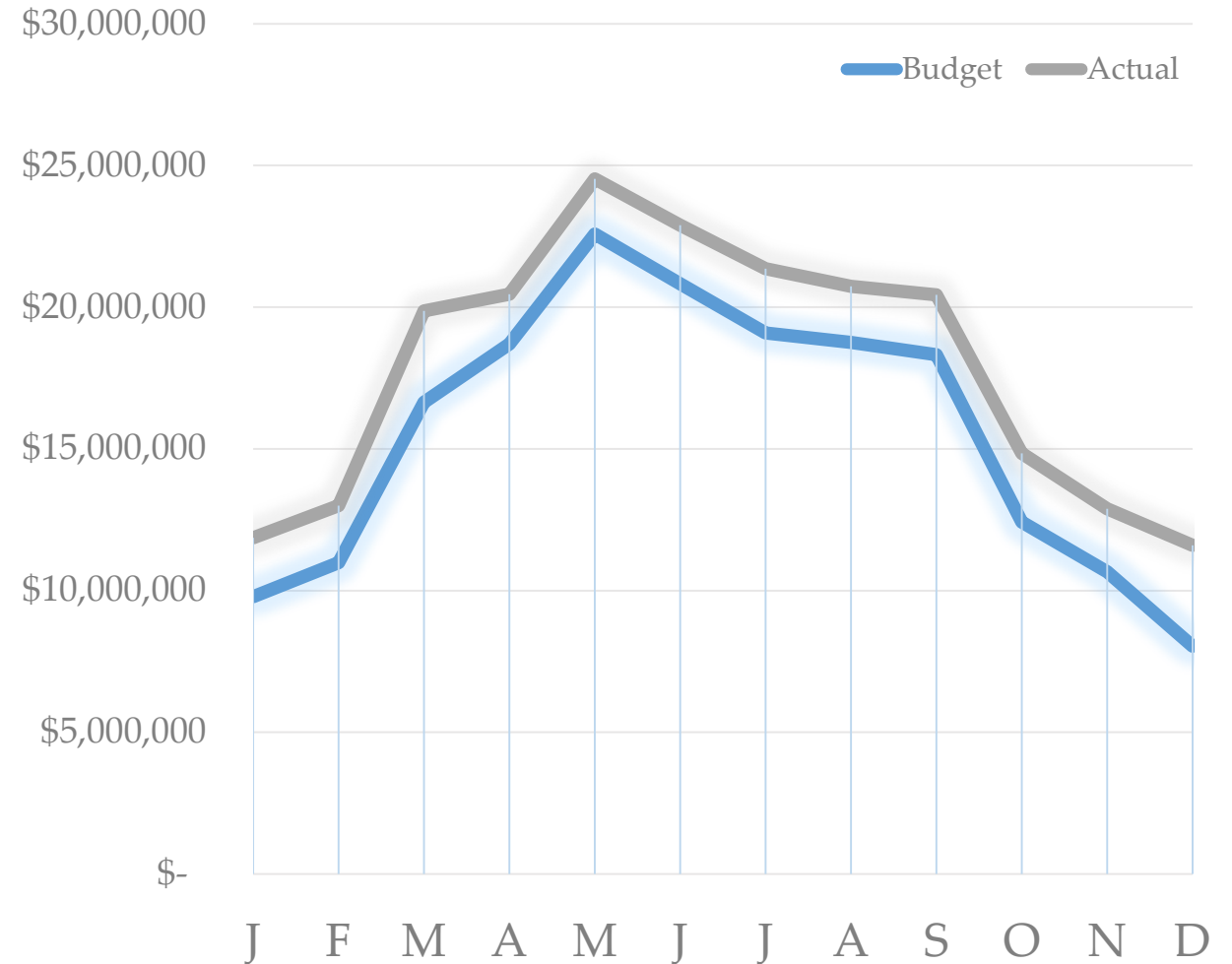
# 4<sup>th</sup> Quarter 2017 – Highlights

## General Fund Net Revenue and Cash Balance Projection

	Q3 YTD	Q4 YTD
Full Year Budget	\$(551,932)	\$(551,932)
YTD   Actual	20,439,017	11,595,566
YTD   Target	18,324,884	8,041,585
Variance	2,114,133	3,553,980

### Take Away:

- Note that the negative net revenue is due to carry forward encumbrances from 2016. The 2017 Budget has a positive net revenue of \$84,914
- General Fund cash reserves ended higher than expected, due to Permitting revenue (from VU project) and the RE Tax prepayment



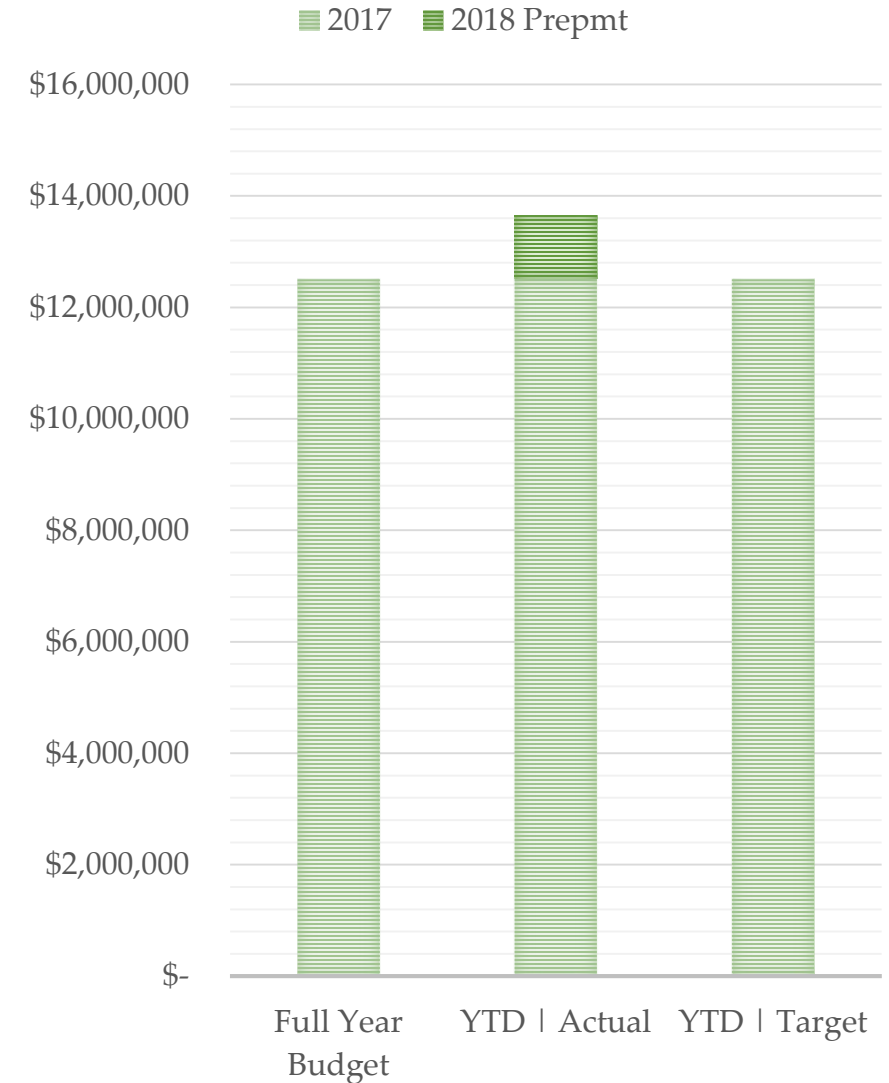
# 4<sup>th</sup> Quarter 2017 – Highlights

## Real Estate Taxes

	Q3 YTD		Q4 YTD	
	Target	Amount	Target	Amount
Full Year Budget	100%	\$12,502,305	100%	\$12,502,305
YTD   Actual	97%	12,147,197	109%	13,653,505
YTD   Target	96%	11,984,032	100%	12,502,305
Variance	1%	163,165	9%	1,151,200
Variance w/out Prepayment	1%	163,165	0%	22,385

### Key Points:

- Regular 2017 collections met expectations
- Prepayment program generated \$1,128,815 in 2017 which will reduce 2018 estimates
- Actual 2017 collections were \$12,524,690, right in line with estimates



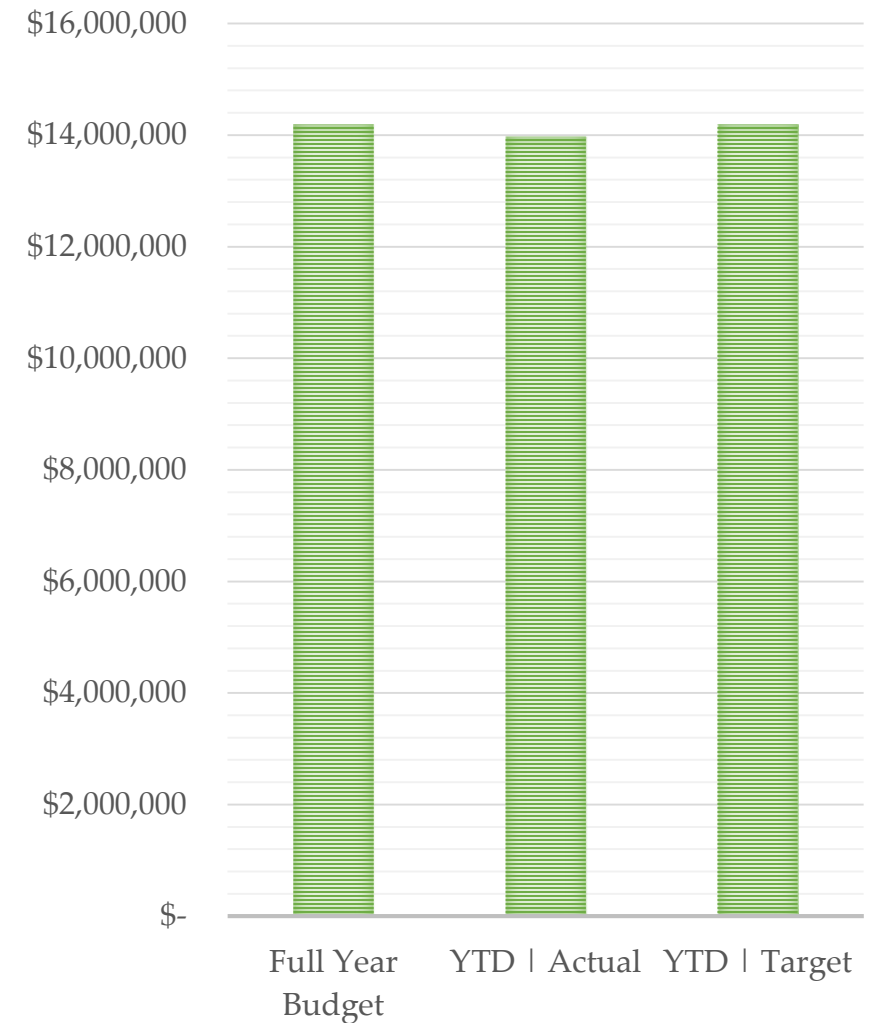
# 4<sup>th</sup> Quarter 2017 – Highlights

## Act 511 Taxes

	Q3 YTD		Q4 YTD	
	Target	Amount	Target	Amount
Full Year Budget	100%	\$14,189,788	100%	\$14,189,788
YTD   Actual	82%	11,584,702	98%	13,972,237
YTD   Target	78%	11,134,464	100%	14,189,788
Variance	4%	450,238	-2%	(217,551)

### Key Points:

- Real Estate Transfer exceeded expectations by **\$254,000**
- Audit is exceeding expectations by **\$72,000** (after refunds)
- LST is exceeding expectations by **\$51,000**
- BPT (non-audit) missed expectations by **\$337,000**
- Mercantile (non-audit) is lagging by **\$232,000**



# 4<sup>th</sup> Quarter 2017 – Highlights

## All Other General Fund Revenue

	Q3 YTD		Q4 YTD	
	Target	Amount	Target	Amount
Full Year Budget	100%	\$7,607,900	100%	\$7,607,900
YTD   Actual	69%	5,232,486	113%	8,792,050
YTD   Target	49%	3,707,028	100%	7,607,900
Variance	20%	1,525,458	13%	1,184,150

### Key Points:

- Building and related permitting is strong to-date as a result of significant development projects *(one-time in nature)*
- Recreation revenue is strong to-date
- Engineering Escrow continues to lag *(still working on catching up)*
- Police enforcement and Parking missed targets
- Cable franchise missed targets



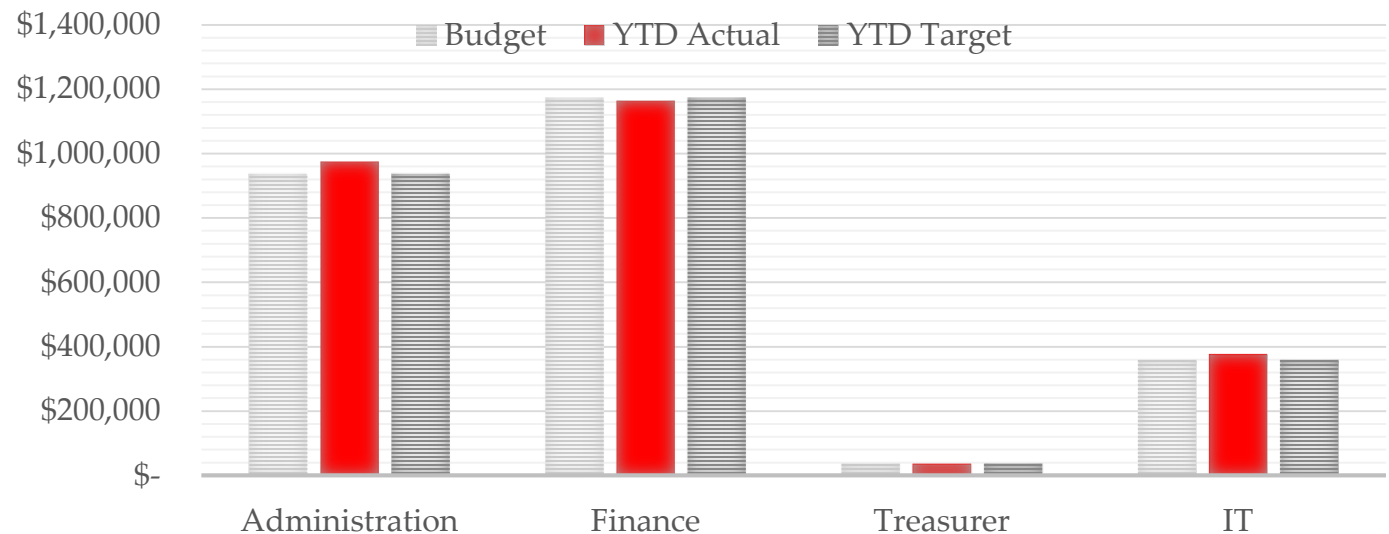
# 4<sup>th</sup> Quarter 2017 – Highlights

## General Government Expenses

	Target %	Budget	YTD Actual	YTD Target	Variance
Administration	100%	\$936,222	\$975,062	\$936,222	\$(38,840)
Finance	100%	1,172,253	1,164,513	1,172,253	42,182
Treasurer	100%	38,995	37,092	38,995	9,002
IT	100%	359,983	377,218	359,983	(23,355)

### Key Points:

- **Administration** | legal expenses are driving the variance
- **IT** | As reported in Q1, contracted services incurred an unplanned variance when additional services were needed due to the finance server crash (in January)



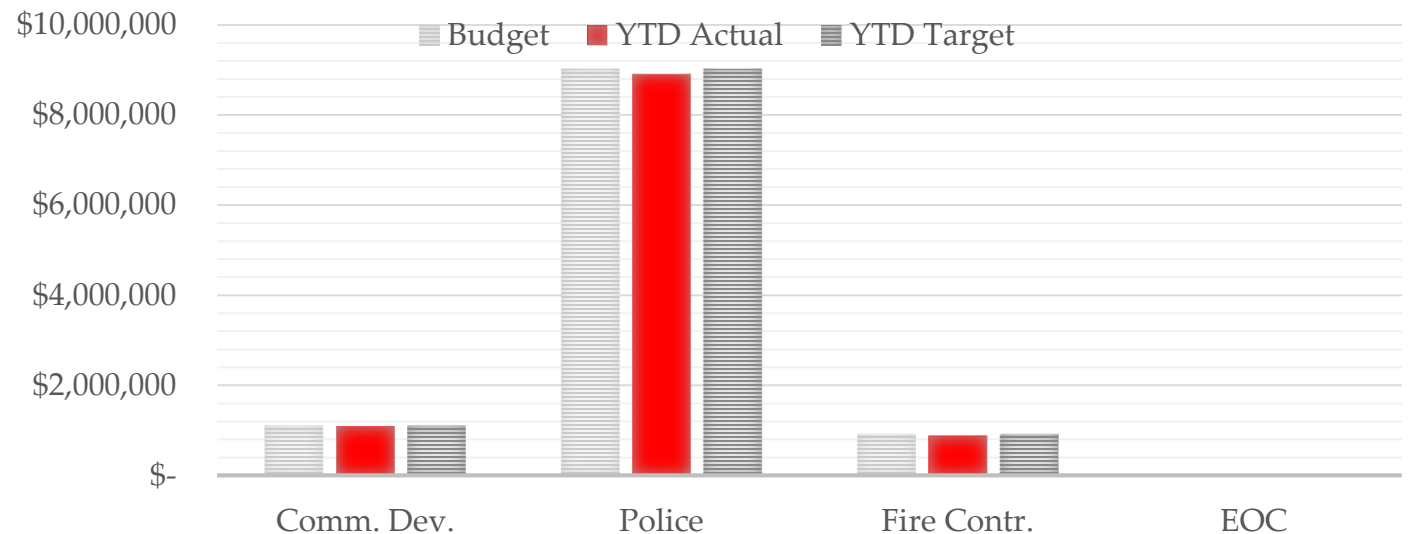
# 4<sup>th</sup> Quarter 2017 – Highlights

## Protection to Persons and Property Expenses

	Target %	Budget	YTD Actual	YTD Target	Variance
Community Dev.	100%	\$1,107,018	\$1,091,138	\$1,107,018	15,880
Police	100%	9,018,607	8,903,819	9,018,607	114,788
Fire Contributions	100%	923,363	884,935	923,363	38,429
Emerg. Ops. Center	n/a	-	-	-	-

### Key Points:

- **Comm. Dev** | Payroll and contracted services ended below budget
- **Police** | Payroll and related expenses ended below budget
- **Fire** | Fuel and insurance expenses were below budget



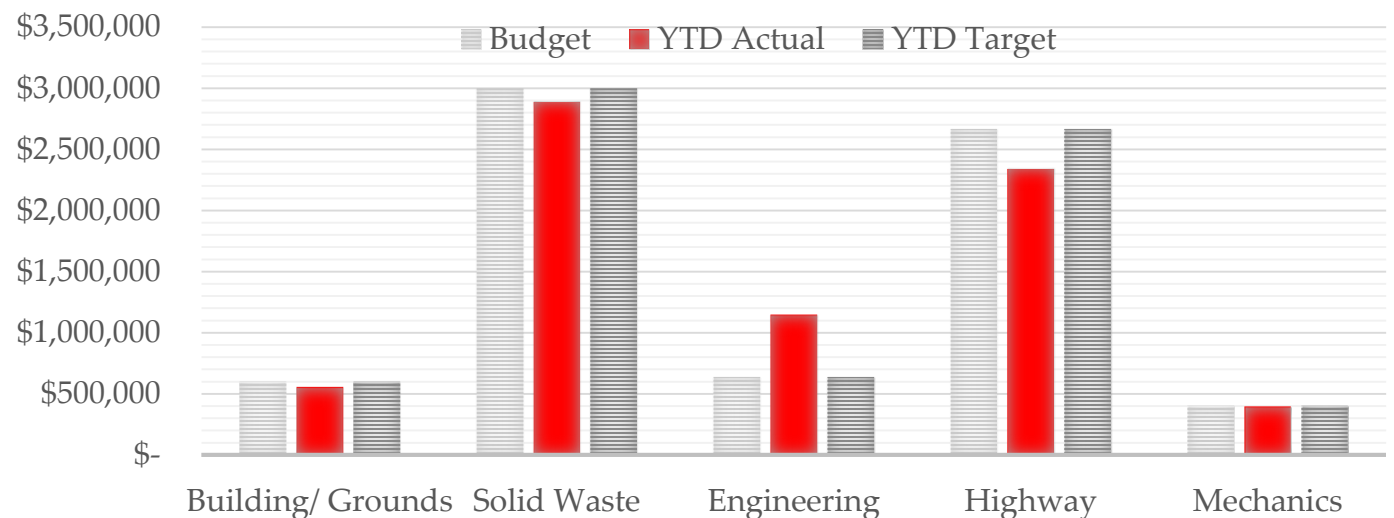
# 4<sup>th</sup> Quarter 2017 – Highlights

## Public Works Expenses

	Target %	Budget	YTD Actual	YTD Target	Variance
Building/ Grounds	100%	\$597,967	\$557,224	\$597,967	\$40,742
Solid Waste/ Recycling	100%	2,998,926	2,887,882	2,998,926	111,044
Engineering	100%	638,060	1,148,178	638,060	(510,119)
Highway	100%	2,667,114	2,340,618	2,667,114	326,527
Mechanics	100%	403,894	396,987	403,894	6,908

### Key Points:

- **Building/Grounds** | Lower building repair costs than estimated
- **Solid Waste** | Vacant positions causing positive variance
- **Engineering** | Unbudgeted engineering studies and lagging escrow reimb. caused negative variance
- **Highway** | Vacant positions and savings from mild winter costs caused positive variance



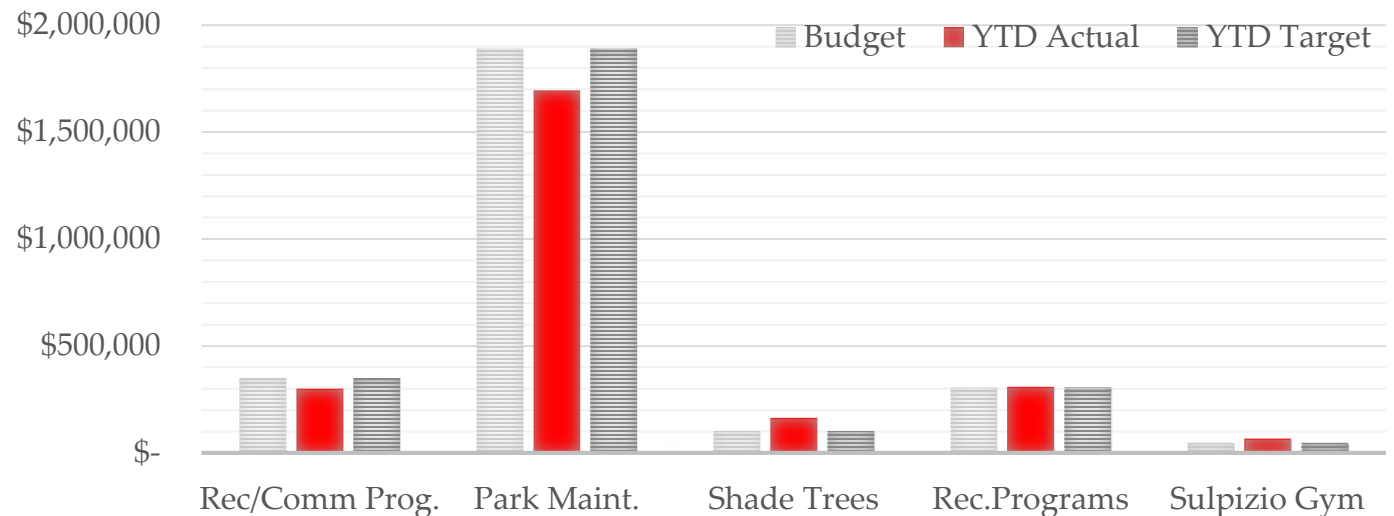
# 4<sup>th</sup> Quarter 2017 – Highlights

## Parks and Recreation Expenses

	Target %	Budget	YTD Actual	YTD Target	Variance
Recreation / Community Programming Admin.	100%	\$350,843	\$300,857	\$350,843	\$49,986
Park Maintenance	100%	1,887,275	1,694,017	1,887,275	193,258
Tree Removal	100%	103,125	164,650	103,125	(61,525)
Recreation Programs	100%	306,712	309,662	306,712	(2,950)
Sulpizio Gym	100%	48,354	66,884	48,354	(18,530)

### Key Points:

- **Park Maint** | lower payroll due to vacant positions
- **Tree Removal** | Var. is from Harford Park project (\$25K) and constant emerg. tree removals
- **Sulpizio Gym** | Variance is due to overtime for cleaning





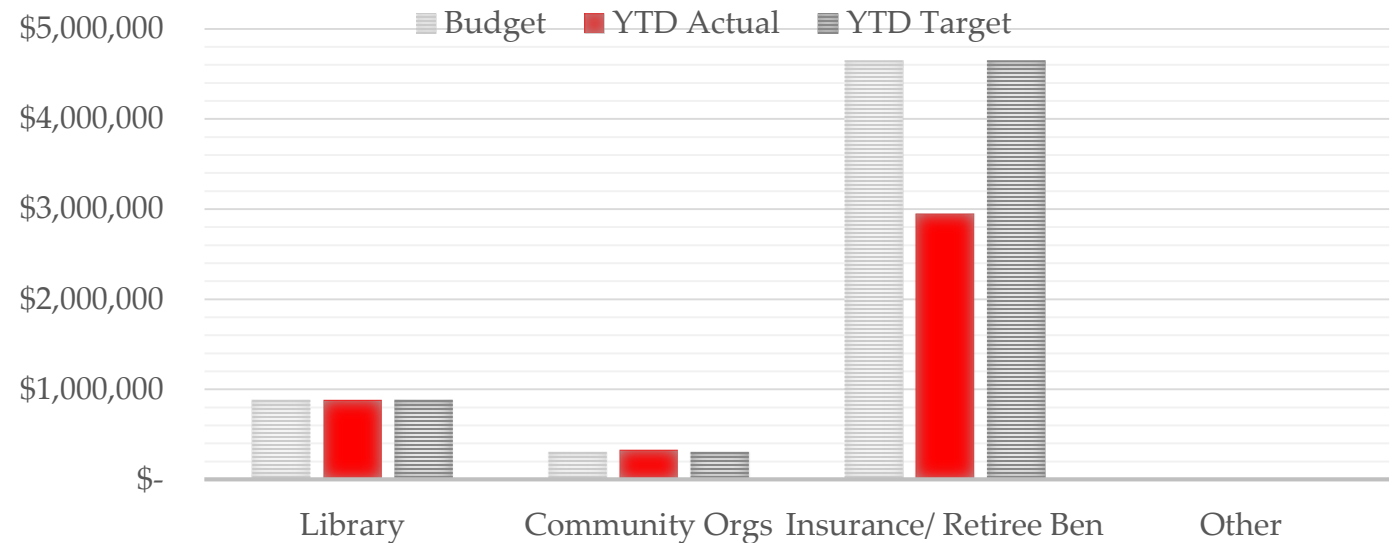
# 4<sup>th</sup> Quarter 2017 – Highlights

## All Other General Fund Expenses

	Target %	Budget	YTD Actual	YTD Target	Variance
Library	100%	\$885,507	\$882,737	\$885,507	\$2,770
Community Orgs	100%	308,127	331,188	308,127	(23,061)
Insurance / Retiree Ben.	100%	4,652,449	2,951,837	4,652,449	1,700,612
Other	n/a	-	4,219	-	(4,219)

### Key Points:

- **Community Orgs** | Variance is from higher than budgeted parking revenue sharing
- **Insurance / Retiree Benefits** | Distribution of these funds is delayed due to cash flow offsets needed because of the sewer fund transfers. These will be made in 2018



General Fund (#01)  
Q4 Financial Summary  
YTD Comparison Graphs

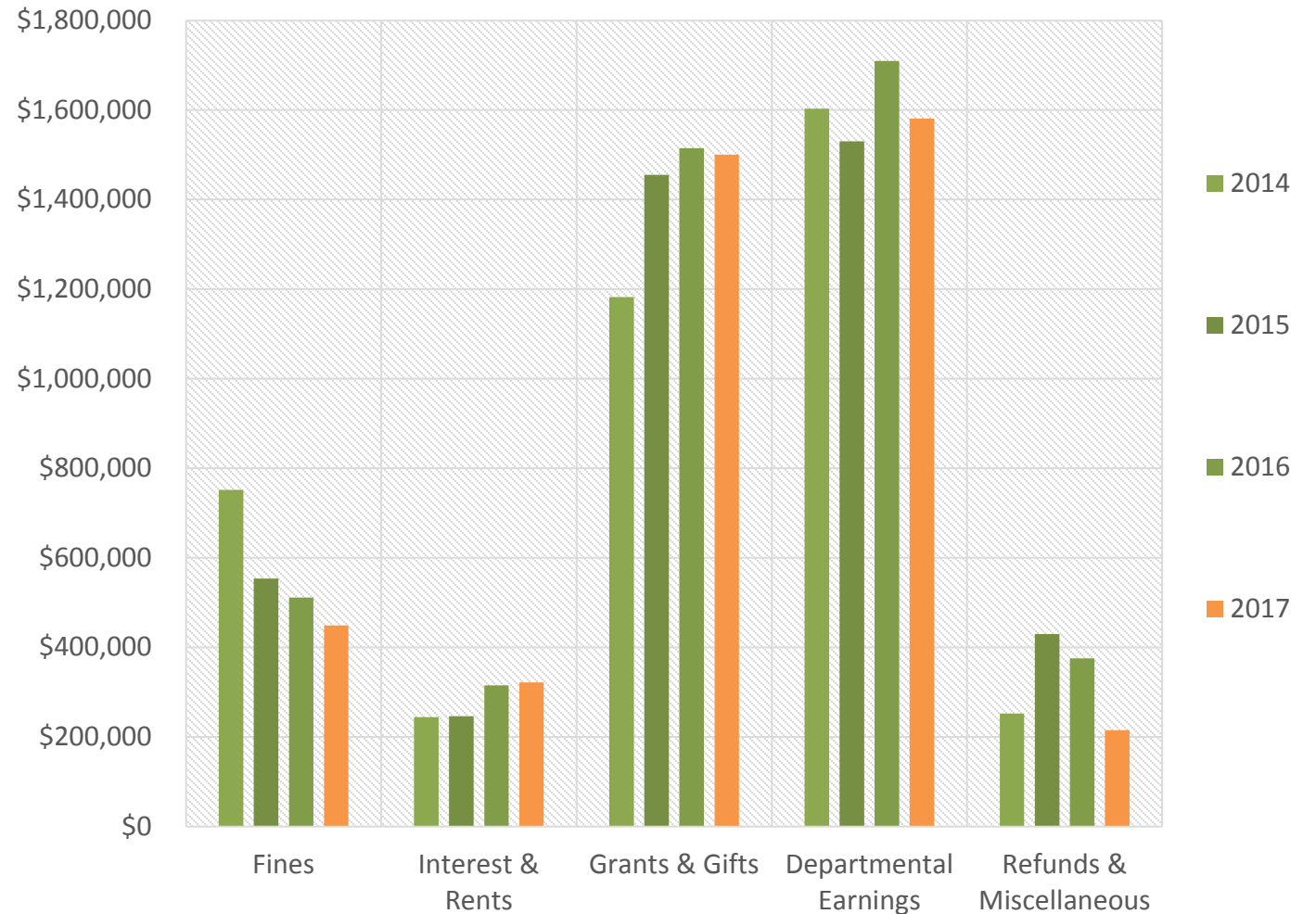
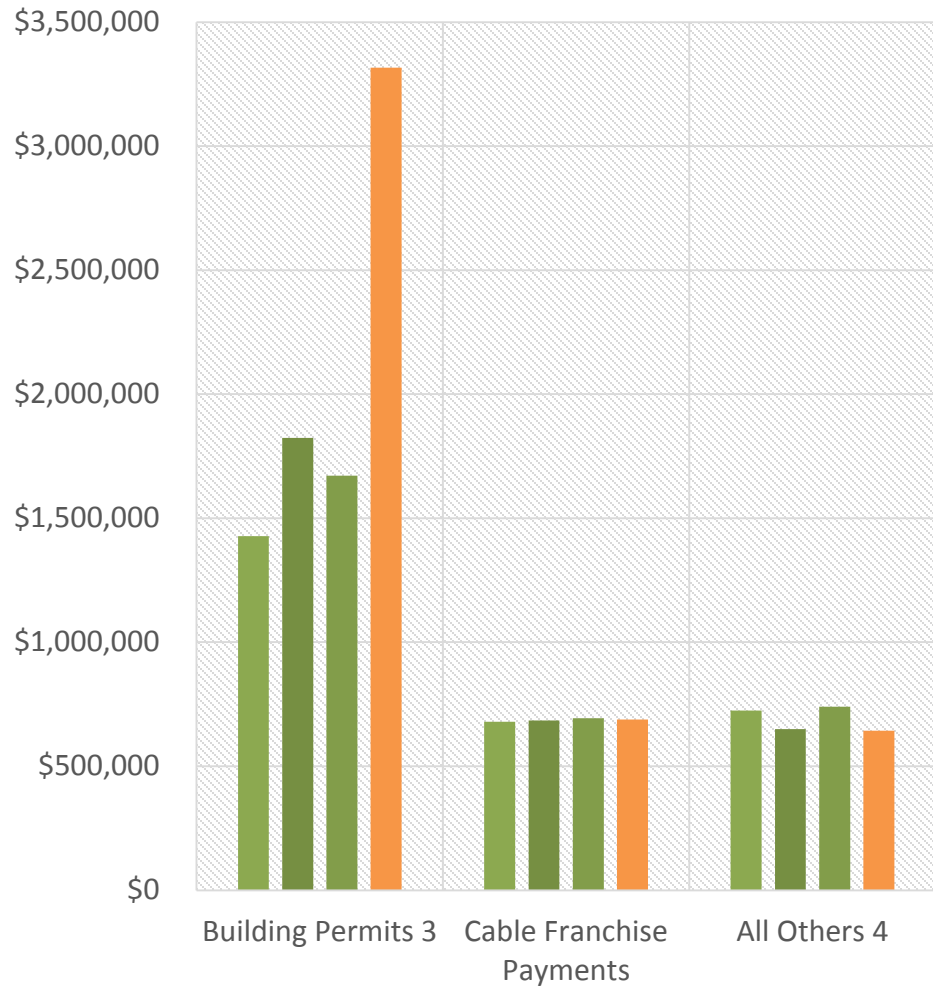
# 4<sup>th</sup> Quarter 2017 – Highlights

## YTD Year over Year Comparisons | Tax Revenue



# 4<sup>th</sup> Quarter 2017 – Highlights

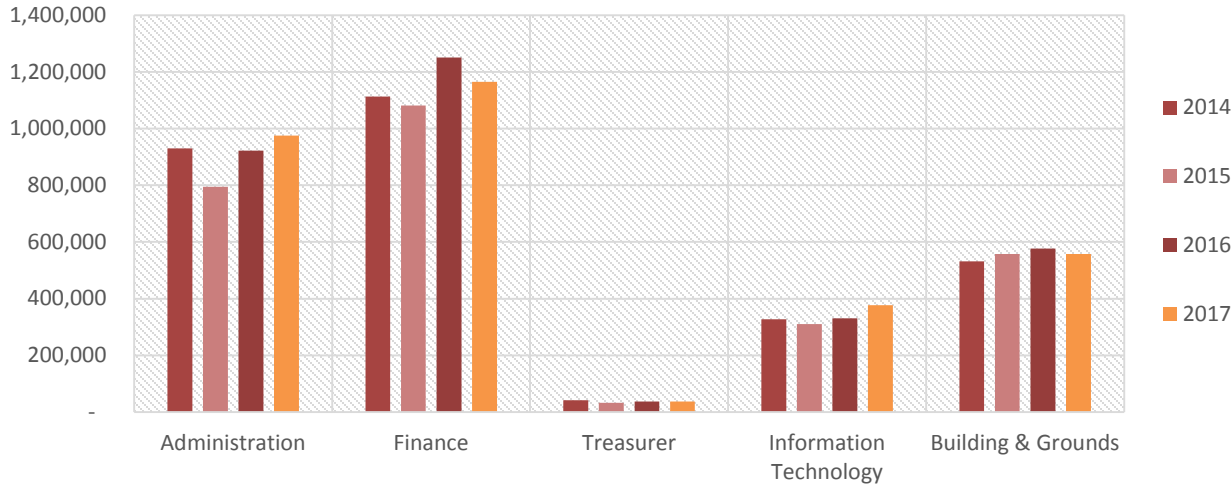
## YTD Year over Year Comparisons | Non-Tax Revenue



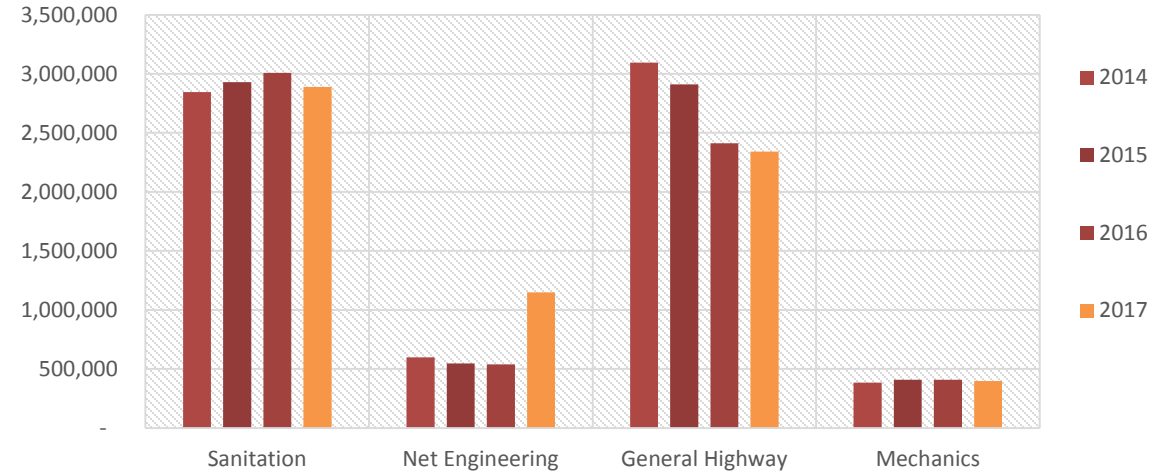
# 4<sup>th</sup> Quarter 2017 – Highlights

## YTD Year over Year Comparisons | Expenses

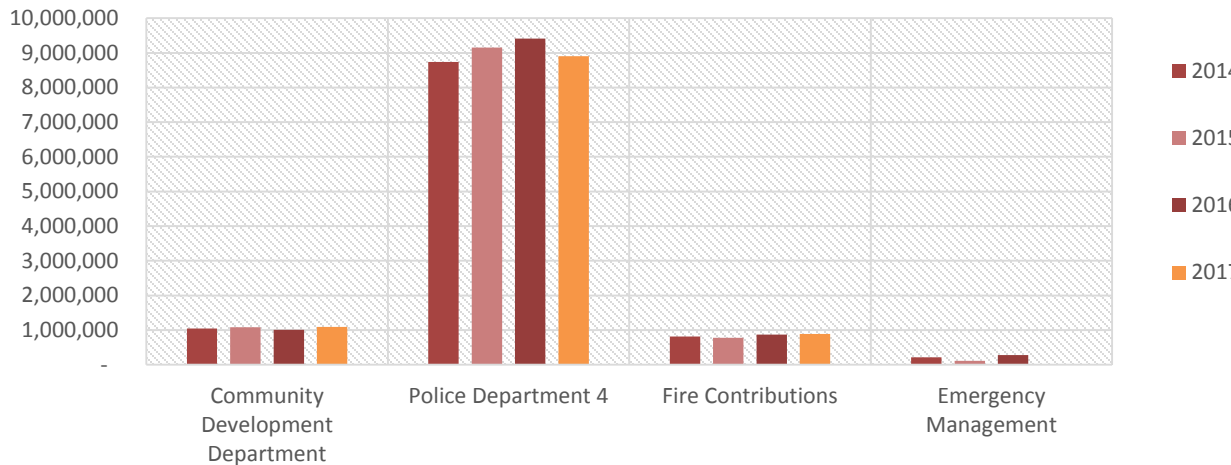
### General Government



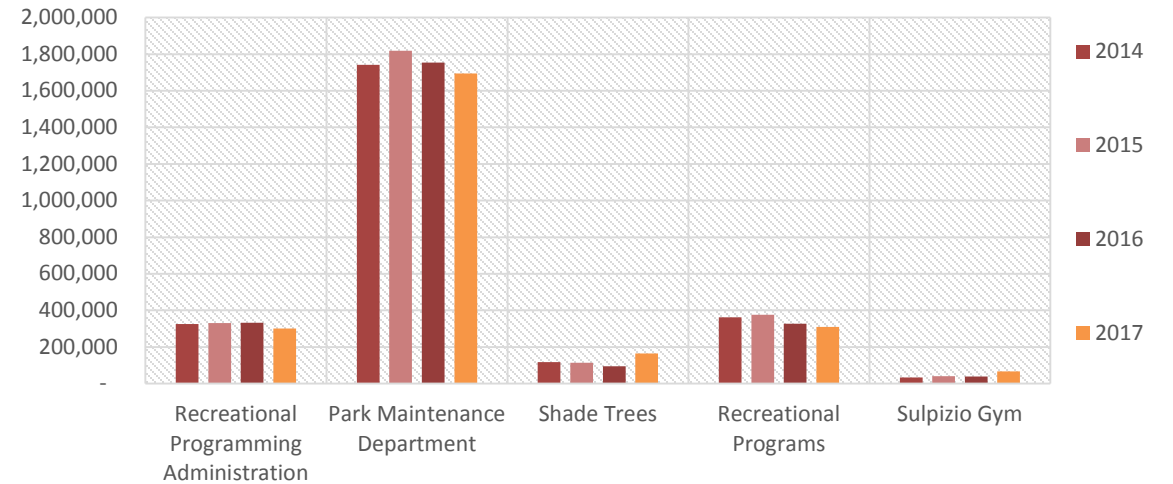
### Public Works



### Protection of Persons and Property



### Parks and Recreation



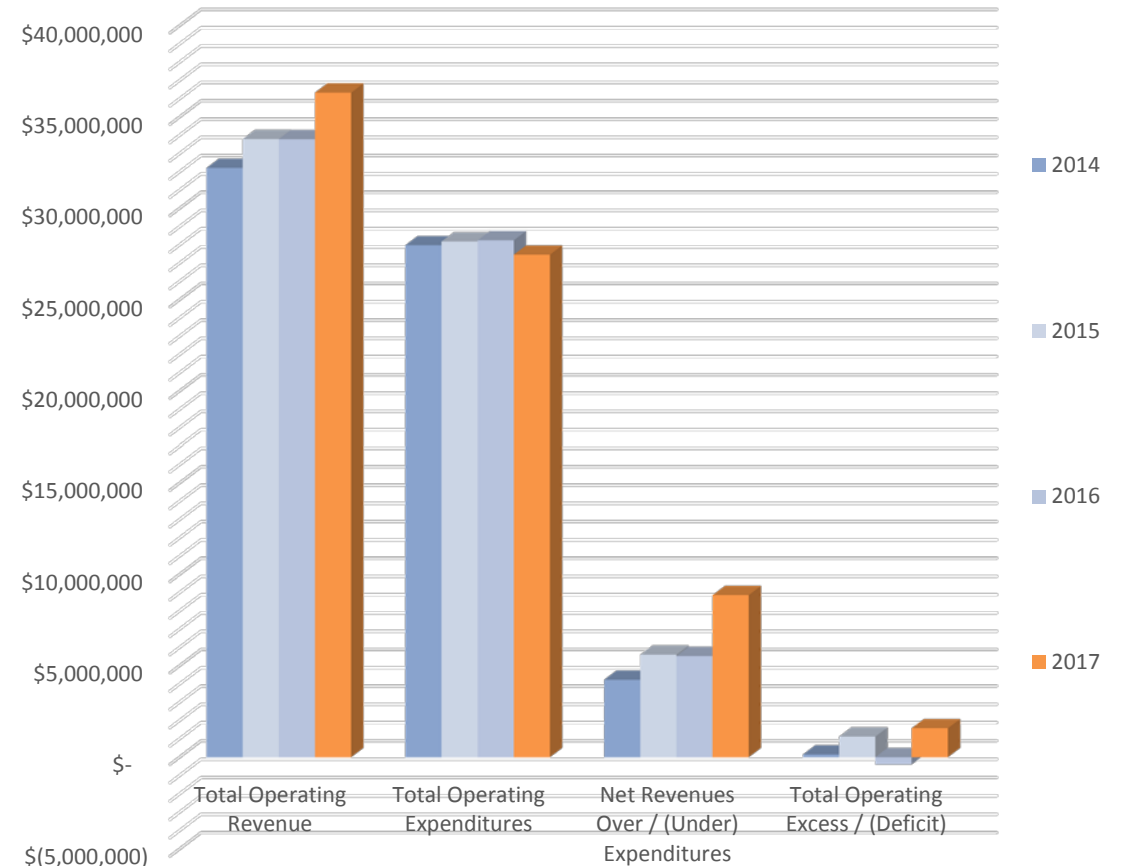
# 4<sup>th</sup> Quarter 2017 – Highlights

## YTD Year over Year Comparisons | Exp. / Summary

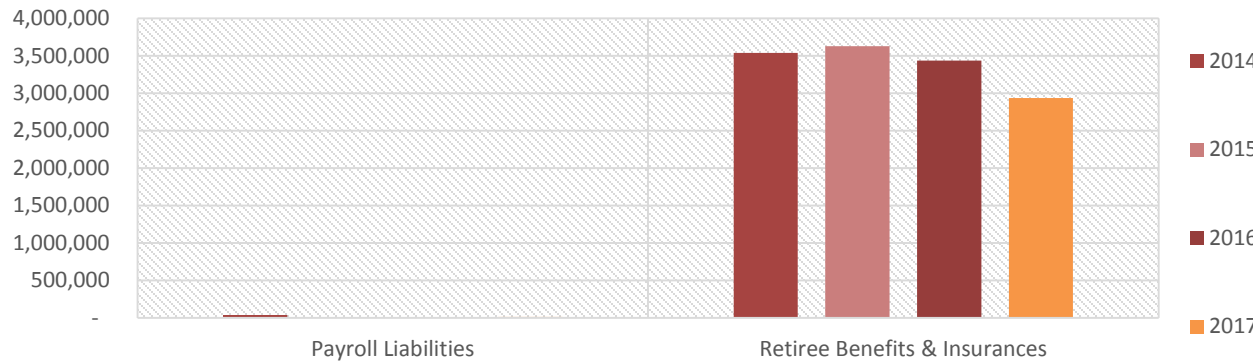
Contributions, Refunds and Debt Service



General Fund  
Summary Year to Date Comparison



Payroll Liabilities and Retiree Benefit Cost Center

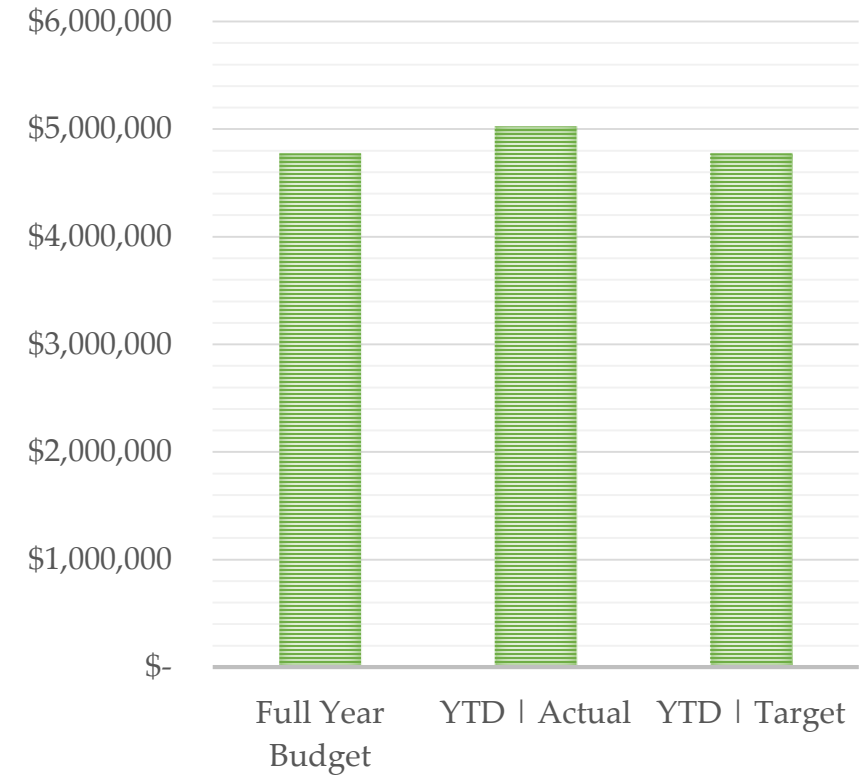


Sewer Fund (#02)  
4<sup>th</sup> Quarter Financial Summary

# 4<sup>th</sup> Quarter 2017 – Highlights

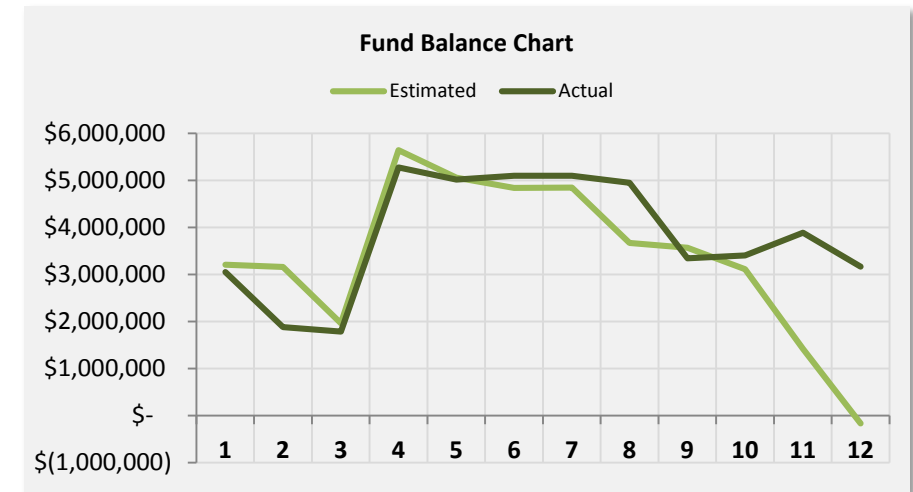
## Sanitary Sewer Fund (#02)

	Q3 YTD		Q4 YTD	
	Target	Amount	Target	Amount
Full Year Budget	100%	\$4,775,588	100%	\$4,775,588
YTD   Actual	102%	4,864,914	105%	5,024,857
YTD   Target	99%	4,745,765	100%	4,775,588
Variance	3%	119,149	5%	249,269



### Key Points:

- Revenues beat expectations thanks to (a) strong current accounts receivable collections and (b) amnesty program collections in 4<sup>th</sup> Quarter.
- End of Year Fund Balance has been updated to reflect the KOP and Skunk Hollow emergency pipe repairs. General Fund transfers totaling \$1,750,000 were needed to cover and are budgeted to be returned in 2018





Stormwater Fund (#02)  
4<sup>th</sup> Quarter Financial Summary

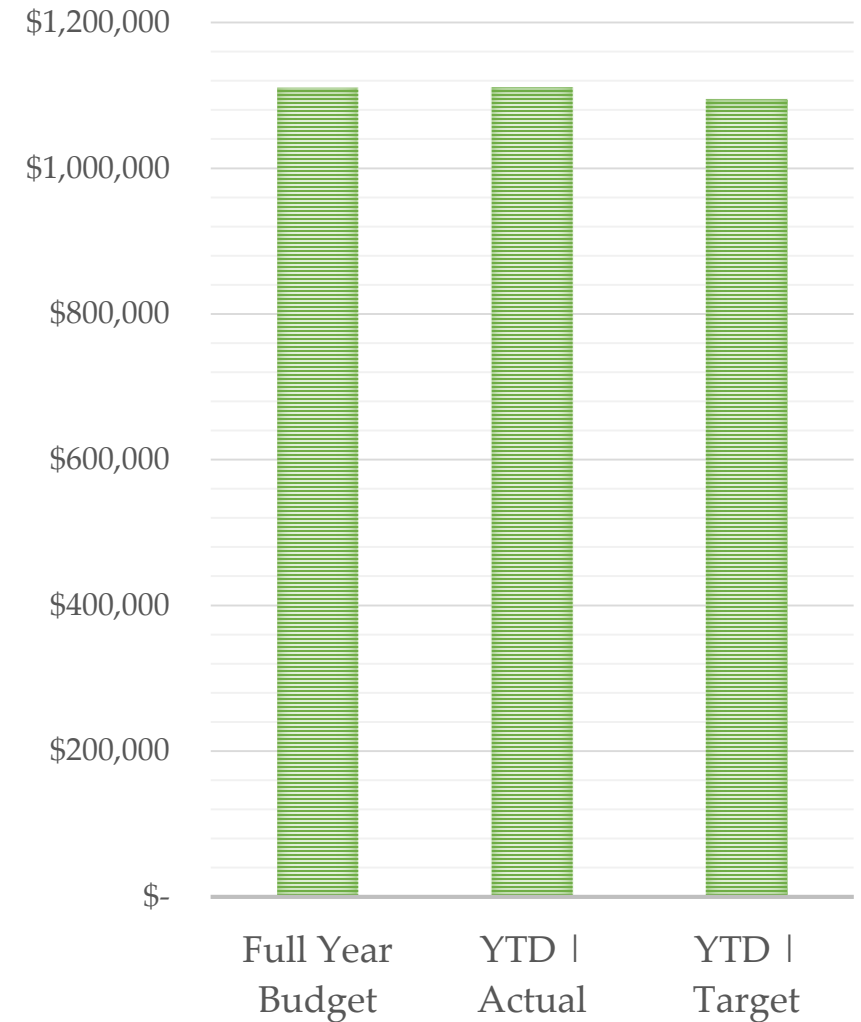
# 4<sup>TH</sup> Quarter 2017 – Highlights

## Stormwater Fund (#04) Revenue

	Q3 YTD		Q4 YTD	
	Target	Amount	Target	Amount
Full Year Budget	100%	\$1,110,500	100%	\$1,110,500
YTD   Actual	100%	1,111,069	101%	1,138,852
YTD   Target	99%	1,094,726	100%	1,110,500
Variance	1%	16,343	3%	28,352

### Key Points:

- Collections met expectations
- Billing period is complete (due date was January 31)



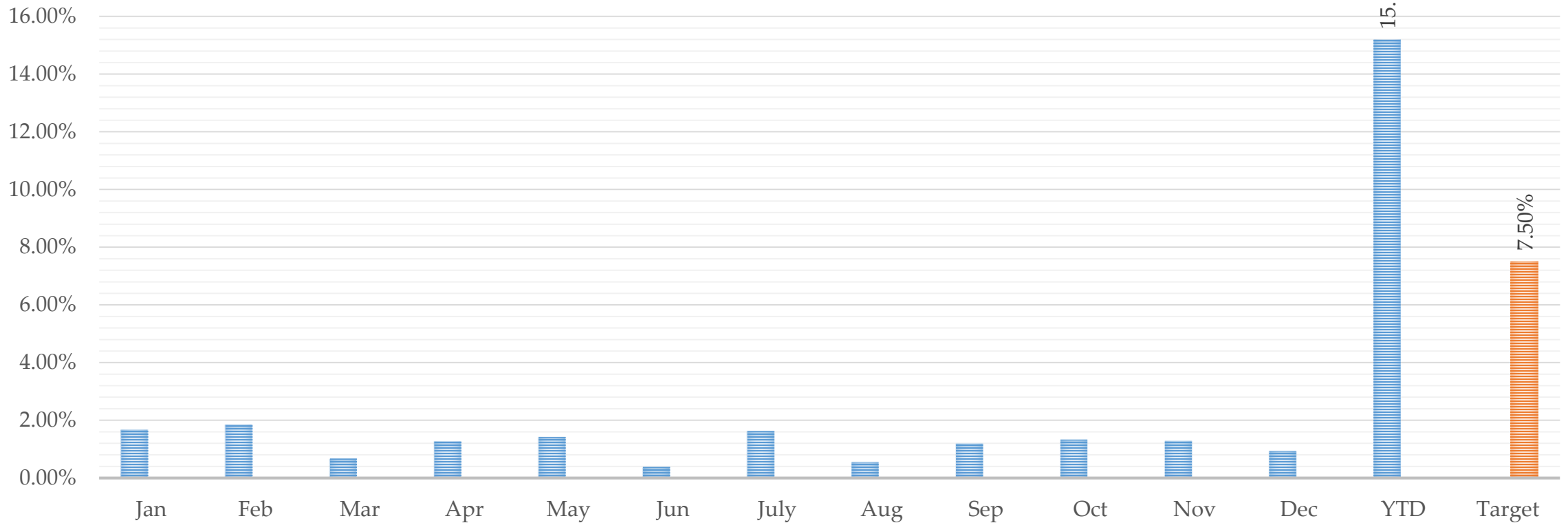
# Pension Fund Performance 4<sup>th</sup> Quarter 2017 Summary

# Q4 2017 - Highlights

## Pension Market Performance

### PENSION FUNDS INVESTMENT RETURNS | Q4 YTD

Change in Value Target



# Q4 Results and FY 2017 Financial Outlook

Thank you



Motion to approve release  
of report on McCone  
ethics complaint

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 235, SEWERS, BY CREATING A NEW ARTICLE VI, "ADOPTION OF PWD WASTEWATER CONTROL REGULATIONS BY REFERENCE" WHICH FORMALLY ADOPTS THE PHILADELPHIA WATER DEPARTMENT SEWER AND WASTEWATER CONTROL REGULATIONS AS AMENDED JANUARY 1, 2013 FOR THAT PORTION OF THE SANITARY SEWER SYSTEM OF RADNOR TOWNSHIP WHICH FLOWS INTO LOWER MERION TOWNSHIP

*WHEREAS*, the City of Philadelphia requires that all contributing municipalities adopt by reference its Wastewater Control Regulations; and

*WHEREAS*, a portion of the Radnor Township wastewater flow enters the Lower Merion Township wastewater system and ultimately discharges to the City of Philadelphia wastewater facilities; and

*WHEREAS*, Lower Merion Township has requested that Radnor Township adopt and incorporate the Philadelphia Water Department Wastewater Control Regulations as adopted on January 1, 2013.

*WHEREAS*, Radnor Township wishes to adopt and incorporate the Philadelphia Water Department Wastewater Control Regulations into Chapter 235 of its Code of Ordinances.

*NOW, THEREFORE*, be it hereby *ENACTED* and *ORDAINED* by the Radnor Township Board of Commissioners as follows:

SECTION 1. Chapter 235, Article VI, Adoption of PWD Wastewater Control Regulations by Reference, is hereby added to read as follows:

ARTICLE VI: Adoption of PWD Wastewater Control Regulations by Reference

§235-29. Adoption and Incorporation.

Radnor Township hereby adopts and incorporates by reference the City of Philadelphia Water Department ("PWD") Wastewater Control Regulations, effective January 1, 2013 which shall apply to all Radnor Township wastewater flowing into the Lower Merion Township Wastewater System. A copy of the January 1, 2013 PWD Wastewater Control Regulations is attached hereto and incorporated herein as *Exhibit "A"*.

§235-30. Additional Requirements.

The Township's adoption of the PWD Wastewater Control Regulations shall be implemented and enforced in accordance with the following additional requirements:

- A. The PWD and/or Township may enforce the PWD Wastewater Control Regulations, including inspections and penalties, and shall provide notice of such enforcement.
- B. All notifications and reports required by a user subject to the PWD Wastewater Control Regulations shall be provided to both the PWD and the Township.
- C. Any industrial user responsible for any accidental discharge of wastewater must immediately notify both the PWD and the Township of said discharge.
- D. The knowing transmittal of false information by an industrial user to either the PWD or the Township is prohibited and constitutes a wastewater control regulation violation.
- E. The PWD or the Township may require an industrial user to install monitoring and pretreatment facilities, and these shall be provided and operated at the user's own expense.
- F. Any authorized officer or employee of the PWD may, upon twenty-four (24) hours' notice to the Township, enter and inspect, sample or test at any reasonable time any part of the Township's wastewater collection system, and, as permitted by law, enter onto private property to inspect, sample or test waste discharges of industrial users; the Township may also choose to inspect, sample and test waste discharges of the industrial users subject to the PWD Wastewater Control Regulations.
- G. Where a discharge to the wastewater collection system appears to present an imminent danger to the health and welfare of persons, or presents or may present an imminent danger to the environment, or threatens to interfere with the operation of the PWD's wastewater treatments system, the PWD or the Township may immediately initiate steps to identify the source of the discharge, and to prevent said discharge.
- H. In addition, to those penalties for violations specified in the PWD Wasterwater Control Regulations, effective January 1, 2013, any user who is found to have violated, continues to violate or fails to comply with any provisions of the regulations and permits issued hereunder shall be liable to the Township for a civil penalty not to exceed \$1,000 plus attorneys fees and costs of prosecution for each and every violation or, in default of payment of such fine and costs, to undergo imprisonment for not more than ninety (90) days for each violation. Each day a violation continues shall constitute a separate offense.

**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 Radnor Township Home Rule Charter.

***ENACTED and ORDAINED*** this \_\_\_ day of February, 2018.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Robert A. Zienkowski, Secretary

# Radnor Township

## PROPOSED LEGISLATION

DATE: February 19, 2018

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager  
 William M. White, Assistant Township Manager & Finance Director  
 John Rice, Solicitor

LEGISLATION: **Ordinance #2018-01 – (Introduction)** – An Ordinance of Radnor Township, Delaware County, Pennsylvania, Amending Chapter 235, Sewers, by Creating a New Article VI, “Adoption of PWD Wastewater Control Regulations by Reference”, Which Formally Adopts the Philadelphia Water Department Sewer and Wastewater Control Regulations as Amended January 1, 2013, for that Portion of the Sanitary Sewer System of Radnor Township Which Flows into Lower Merion Township

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

PURPOSE AND EXPLANATION: Portions of Radnor Township’s sanitary sewer flows are conveyed to the Philadelphia Treatment Plant via Lower Merion Township. The Philadelphia Water Department (PWD) required Lower Merion Township to adopt the Philadelphia Water Department Sewer & Wastewater Control Regulations (please see attached Exhibit A). Any entity that conveys sewer flows to the PWD, through Lower Merion Township, is also required to adopt the regulations. This is standard practice for all wastewater treatment plants. The Regulations cover many items (again standard fare) including, but not limited to: pollution limits (also known as local limits), cross connections, penalties, prohibitions, etc. The properties in Radnor Township whose flows are conveyed to the PWD through Lower Merion Township are noted in the table below:

Radnor Township Sanitary Sewer Flows to Lower Merion Township		
Area	Street	Street Address
South of Lancaster Avenue	Braxton	2,4,6,8
Lancaster Avenue	Lancaster Avenue	985,987,989,995
North of Lancaster Avenue	North Black Friar Road	102,110
South of Lancaster Avenue	Black Friar Road	100,106,108,112,114
Villanova University	West, North, and Main Campus	County Line Road, North Ithan Avenue, Lancaster Avenue

The Township Solicitor has prepared Ordinance #2018 – 01 (please see attached) for introduction to the Board of Commissioners and residents. If so moved, the Ordinance will be before the Commissioners for adoption at the February 12, 2018 regularly scheduled meeting, and will be in affect thirty days from that point.

IMPLEMENTATION SCHEDULE: If so moved, the Ordinance will be before the Commissioners for adoption at the February 26<sup>th</sup>, 2018 regularly scheduled Board of Commissioners meeting, and will be in affect thirty days from that point.

FISCAL IMPACT: There is no fiscal impact associated with the adoption of Ordinance #2018-01.

RECOMMENDED ACTION: *I respectfully request that the Board of Commissioners adopt Ordinance #2018-01 – (Introduction) – An Ordinance of Radnor Township, Delaware County, Pennsylvania, Amending Chapter 235, Sewers, by Creating a New Article VI, “Adoption of PWD Wastewater Control Regulations by Reference”, Which Formally Adopts the Philadelphia Water Department Sewer and Wastewater Control Regulations as Amended January 1, 2013, for that Portion of the Sanitary Sewer System of Radnor Township Which Flows into Lower Merion Township*

MOVEMENT OF LEGISLATION: It is being requested the Board of Commissioners adopt this legislation.

Enclosures: Exhibit A  
Ordinance #2018-01

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 †  
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

\* ALSO ADMITTED IN NEW JERSEY  
† ALSO ADMITTED IN NEW YORK  
† MASTERS IN TAXATION  
♦ ALSO A CERTIFIED PUBLIC ACCOUNTANT

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John B. Rice  
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JOHN FREDERIC GRIM, OF COUNSEL

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(215) 257-6811  
FAX (215) 257-5374  
(215) 536-1200  
FAX (215) 538-9588  
(215) 348-2199  
FAX (215) 348-2520

January 10, 2018

*Sent via electronic correspondence*

Stephen F. Norcini  
Director, Public Works  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087

Re: Radnor Township- PWD Ordinance

Dear Steve:

Enclosed is the proposed Ordinance as requested by Lower Merion Township adopting the PWD Wastewater Control Regulations. Please call with any questions.

Sincerely,

**GRIM, BIEHN & THATCHER**

By: 

John B. Rice

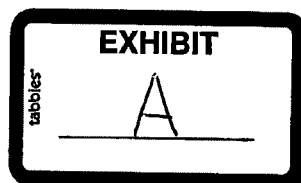
JBR/hlp  
Enclosure

# **PHILADELPHIA WATER — DEPARTMENT —**

## **PHILADELPHIA WATER DEPARTMENT SEWER & WASTEWATER CONTROL REGULATIONS**

**Effective January 1, 2013**

**Also available at  
<http://www.phila.gov/water/PDF/PWDregCH5.pdf>**



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**CHAPTER 5  
SEWER & WASTEWATER CONTROL**

**500.0 CROSS CONNECTED SEWER  
LATERALS**

**500.1 Definitions**

(a) City shall mean the City of Philadelphia acting through its Water Department (Department) or other City departments.

(b) Cross Connection shall mean a connection of sewer lateral(s) to the sewer main(s) such that a Dye Test, as herein defined, has demonstrated that flow in the sanitary sewer lateral discharges only to the City's municipal separate storm sewer system.

(c) Dye Test shall mean a test utilizing water-soluble dyes conducted by the City for the purpose of investigating the discharge of sewage into the municipal separate storm sewer system.

(d) Internal Cross shall mean the connection of particular plumbing fixture(s) within the property such that a Dye Test, as herein defined, has demonstrated that the flow from these particular plumbing fixture(s) within the property discharges to the municipal separate storm sewer system while flow from the other plumbing fixture(s) within the property discharges to the sanitary sewer.

**500.2 General Policy**

Cross Connections and Internal Crosses result in the discharge of untreated sewage into rivers and streams. Cross Connections and Internal Crosses are public nuisances and are prohibited by the Philadelphia Code, the Pennsylvania Clean Streams Law and the federal Clean Water Act. The

investigation of Cross Connections and Internal Crosses is necessary for the health and safety of the public. The hindrance of Cross Connection investigations or Internal Cross investigations is prohibited. Cross Connections or Internal Crosses that are identified must be promptly abated.

**500.3 Investigation of Cross Connections**

As a condition of water and sewer service, the City shall be permitted access to all properties for the purpose of conducting Dye Tests and other investigations to identify Cross Connections.

**500.4 Abatement of Cross Connections**

(a) When a Cross Connection has been identified by a Dye Test, the Department shall notify the property owner, and the Department shall arrange for and bear the cost of the abatement of the Cross Connection.

(b) The property owner and any other occupant shall cooperate with the Department to abate the Cross Connection.

(1) The property owner and any other occupant shall provide the City, its agents or contractors with access to the property for testing, developing work orders, plumbing repair, inspections and other necessary or desirable work.

(2) Failure to comply with this Section may result in the suspension of water service and/or imposition of other penalties established by law.

**500.5 Investigation of Internal Crosses**

As a condition of water and sewer service, the City shall be permitted access to all properties for the purpose of conducting Dye

Tests and other investigations to identify Internal Crosses.

#### **500.6 Abatement of Internal Crosses**

(a) Except as provided in Section 500.6(e) of these Regulations, when an Internal Cross has been identified at a property, the property owner shall arrange and bear the cost of the abatement of the Internal Cross.

(b) Internal Crosses shall be abated within thirty (30) days from the date of notification by the City, or such shorter period as determined necessary by the City to protect public health and safety or the environment. The City's notification shall state the time period granted for abatement. Failure to promptly abate the Internal Cross may result in the suspension of water service and/or the imposition of other penalties established by law.

(c) The property owner and any other occupant shall provide the City, its agents or contractors with access to the property for testing, developing work orders, plumbing repair, inspections and other necessary or desirable work.

(d) Failure to comply with this Regulation may result in the suspension of water service and/or imposition of other penalties established by law.

(e) Subject to the availability of funds, the owner of a property where an Internal Cross has been identified may be eligible for the Water Department assistance program if that property owner can satisfy the conditions set forth in Sections 200.2(a)(c)(e) and (f), Section 200.3, and Section 200.4 of these Regulations.

### **501.0 WASTEWATER CONTROL**

Whereas, the Philadelphia Home Rule Charter, Section 5-800 et seq. mandates that the Philadelphia Water Department operate the City of Philadelphia ("City") water supply and wastewater system; and

Whereas, the Philadelphia Water Department must ensure sound and safe operation of the City wastewater treatment plants and sewer system ("Wastewater System"); and

Whereas, the Federal Clean Water Act requires that the City prevent the introduction of pollutants into the City Wastewater System which will interfere with the operation of the Wastewater System or contaminate the resulting sludge; and

Whereas, an objective of the Federal Clean Water Act requires that the City prevent the introduction of pollutants into the City Wastewater System which will pass through the Wastewater System, inadequately treated, into receiving waters or atmosphere or otherwise be incompatible with the Wastewater System; and

Whereas, an objective of the Federal Clean Water Act is to improve the opportunity to recycle and reclaim wastewater and sludge from the Wastewater System.

Now therefore, the City of Philadelphia Water Department promulgates these Wastewater Control Regulations ("Regulations").

#### **501.1 Purpose and Policy**

The purposes of these Regulations are:

(a) To set forth uniform requirements for direct and indirect contributors to the City



Wastewater System owned and operated by the City of Philadelphia and to enable the City to comply with all applicable state and federal laws required by the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403) and the National Categorical Pretreatment Standards (40 CFR Chapter I, Subchapter N).

(b) To prevent the introduction of pollutants into the City Wastewater System which will:

(1) interfere with the operation of the Wastewater System;

(2) contaminate the resulting sludge;

(3) cause the Wastewater System to violate its National Pollutant Discharge Elimination System ("NPDES") discharge permit;

(4) pass through the Wastewater System, inadequately treated, into receiving waters or the atmosphere; or

(5) be otherwise incompatible with the Wastewater System.

(c) To improve the opportunity to recycle and reclaim wastewaters and sludges from the Wastewater System. These Regulations provide for the regulation of direct and indirect contributors to the City Wastewater System through the issuance of permits to certain non-domestic users and Industrial Users and through enforcement of general requirements for other Users: the Regulations authorize monitoring and enforcement activities and require User reporting and compliance schedule submissions.

## 501.2 Definitions

Unless the context specifically indicates otherwise, the following terms and phrases, as used in these Regulations, shall have the following meanings:

(a) Act or "the Act" or Clean Water Act: Federal Water Pollution Control Act, as amended by the Federal Water Pollution Control Act Amendments of 1972, the Clean Water Act of 1977 and the Water Quality Act of 1987, and any subsequent amendments thereto.

(b) Approval Authority: The Director in an NPDES state with an approved State Pretreatment Program and the Administrator of the EPA in a non-NPDES state or NPDES state without an Approved State Pretreatment Program.

(c) Authorized Representative of Industrial User:

(1) In the case of a corporation, a president, secretary, treasurer or vice president of the corporation who is in charge of a principal business function;

(2) In the case of a partnership or proprietorship, a general partner or proprietor; and

(3) A duly authorized representative of the individual designated above if:

(A) such representative is responsible for the overall operation of the facilities from which the indirect discharge into the Publicly Owned Treatment Works ("POTW") originates;

(B) the authorization is in writing; and

(C) the written authorization is submitted to the City.

(d) **Best Management Practices or BMPs:** Management practices that are implemented to comply with any Pretreatment Standard or Requirement. Such activities include, but are not limited to, schedules of activities, prohibitions of practices, and maintenance procedures.

(e) **Biochemical Oxygen Demand or BOD<sub>5</sub>:** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at 20 degrees Celsius expressed in terms of concentration (milligrams per liter (mg/l)).

(f) **Building Sewer:** A private sewer conveying wastewater from the premises of a User to the City Wastewater System.

(g) **Bypass:** The intentional diversion of wastestreams from any portion of an Industrial User's pretreatment facility.

(h) **Categorical Standards:** National Categorical Pretreatment Standards.

(i) **City:** The City of Philadelphia, including, but not limited to, the Philadelphia Water Department.

(j) **Collector System:** All piping leading to a treatment plant, including those pipes connected to a combined sewer overflow that lead directly to a receiving stream.

(k) **Commissioner:** The Water Commissioner of the City of Philadelphia or his designee.

(l) **Commonwealth:** The Commonwealth of Pennsylvania.

(m) **Composite Sample:** A series of samples based on time (time-proportioned) or flow (flow-proportioned), taken over a given period of time and combined in a single reservoir to determine pollutant level(s).

(n) **Cooling Water:** The water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat and which does not contain a level of contaminants detectably higher than that of the source of the water.

(o) **Daily Maximum:** The maximum allowable discharge of a pollutant during a calendar day or other twenty-four (24) hour period as allowed by the POTW. Where maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of a day. Where daily maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average of all measurements taken that day.

(p) **Direct Discharge:** The discharge of treated or untreated wastewater directly to the waters of the Commonwealth which may occur through the City's stormwater conduits or combined sewer outfall structures.

(q) **Effluent Data:** For any user discharging wastewater to the City's sewer system, effluent data shall mean:

(1) Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to water quality) of any pollutant which has been discharged by the source (or of any pollutant resulting from any discharge from the source), or any combination of the foregoing;

(2) Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to water quality) of the pollutants which, under an applicable standard or limitation, the source was authorized to discharge (including, to the extent necessary for such purpose, a description of the manner or rate of operation of the source); and

(3) A general description of the location and/or nature of the source to the extent necessary to identify the source and to distinguish it from other sources (including, to the extent necessary for such purposes, a description of the device, installation, or operation constituting the source).

(r) Environmental Protection Agency or EPA: The United States Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

(s) Grab Sample: A sample which is taken from a wastestream on a one-time basis, in fifteen (15) minutes or less, and with no regard to the volume of flow of the wastestream.

(t) Holding Tank Waste: Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(u) Indirect Discharge: The discharge or the introduction of pollutants, including Holding Tank Waste, into the POTW.

(v) Industrial User or User: Any person that introduces or has the potential to introduce an Indirect Discharge regulated under the Act, State or local law, to the POTW.

(w) Interference: A discharge which, alone or in conjunction with a discharge or discharges from other sources:

(1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

(2) is a cause of a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

(3) In addition, Interference shall mean any of the following:

(A) the introduction of pollutants into the POTW which alone or in conjunction with other discharges, inhibits or disrupts the process, operations or maintenance of the POTW, or causes an evacuation of any POTW personnel, whether or not it causes or contributes to a violation of the City's NPDES Permit; or

(B) the introduction of pollutants, either alone or in conjunction with other discharges, which when reaching the Treatment Plant, inhibits, disrupts or limits the Solid Waste Byproducts disposal options

available to the POTW, whether or not it causes or contributes to a violation of Section 405 of the Act, the Solid Waste Disposal Act or any other law or regulation regulating Solid Waste Byproducts; or

(C) the introduction of pollutants into the City's Collector System, which alone or in conjunction with other discharges, inhibits, disrupts or adversely affects the operations or maintenance of the Collector System.

(x) Monthly Average: The arithmetic mean of the daily values for effluent samples collected over a calendar month.

(y) National Categorical Pretreatment Standards: Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act (33 USC 1317) which applies to a specific category of Industrial Users and Pretreatment Standards as published in 40 CFR Chapter I, Sub Chapter N.

(z) National Pollutant Discharge Elimination System or NPDES Permit: A permit issued pursuant to Section 402 of the Act (33 USC 1342).

(aa) National Prohibitive Discharge Standard or Prohibitive Discharge Standard: Any regulation developed under the authority of Section 307(b) of the Act and 40 CFR Part 403.5.

(bb) New Source:

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be

applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:

(A) the building, structure, facility or installation is constructed at a site at which no other source is located; or

(B) the building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(C) the production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site.

(2) Construction on a site at which an existing source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility or installation meeting the criteria of Section 501.2(bb)(1)(B) or Section 501.2(bb)(1)(C), but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined in Section 501.2(bb)(1) and Section 501(bb)(2) has commenced if the owner or operator has either:

(A) begun or caused to begin as part of a continuous onsite construction program:

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the

placement, assembly, or installation of new source facilities or equipment.

(B) or entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(cc) Non-Domestic Users: Commercial, industrial or municipal users who discharge to the POTW.

(dd) Pass Through: A discharge which exits the POTW to the receiving stream or its atmosphere in quantities or concentrations which alone or in conjunction with other discharges is a cause of a violation of any requirement of the City's NPDES permit or a violation of any air emission standard set by the Clean Air Act, State or local rules and regulations governing emissions to the air (including an increase in the magnitude or duration of a violation).

(ee) Person: Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

(ff) pH: The negative logarithm (base 10) of the concentration of hydrogen ions expressed in moles per liter of solution.

(gg) Pollution: The man-made or man-induced alteration of the chemical, physical,

biological, and/or radiological integrity of water.

(hh) Pollutant: Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, and agricultural waste or any other contaminant discharged into water.

(ii) Pretreatment or Treatment: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction, elimination or alteration can be obtained by physical, chemical or biological processes, process changes, or other means, except as prohibited by Section 501.3(b)(20)(G).

(jj) Process Wastewater: Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.

(kk) Pretreatment Standards or Requirements: Any substantive or procedural requirement related to pretreatment, including, but not limited to, those requirements found in the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403), the National Categorical Pretreatment Standards, the Resource Conservation and Recovery Act (42 USC 6901 et seq.), the Solid Waste Management Act (35 P.S. 6018.101 et seq.) as they relate to the proper disposal of pretreatment sludges, these Regulations and any order issued under these Regulations, the

Industrial User's Wastewater Discharge Permit and any other federal, state or local law or regulation which regulates discharges to the POTW.

(ll) Publicly Owned Treatment Works or POTW: A treatment works as defined by Section 212 of the Act (33 USC 1292) which is owned by the City including any devices and systems used in the storage, treatment, recycling or reclamation of municipal sewage and industrial waste. This definition includes any sewers that convey wastewater to the POTW Treatment Plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this regulation, "POTW" shall also include any sewers that convey wastewater to the POTW from persons outside the City who are, by contract or agreement with the City, users of the City's POTW.

(mm) POTW Treatment Plant or Treatment Plant: That portion of the POTW designed to provide treatment to wastewater.

(nn) Shall is mandatory; May is permissive.

(oo) Significant Industrial User: The term Significant Industrial User shall mean the following:

(1) any Industrial User subject to any National Categorical Pretreatment Standard; or

(2) any Industrial User that discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blowdown wastewater) or contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant; or

(3) any Industrial User that is found by the City, DEP or EPA to have a reasonable potential, either alone or in conjunction with other discharges, to adversely affect the POTW, the Collector System, the Solid Waste Byproducts of the POTW, or air emissions from the POTW.

(pp) Solid Waste Byproducts: Materials related to POTW operations which include, but are not limited to, grit, scum, screenings, incinerator ash, sludge and dredge spoils.

(qq) Spill or Slug Discharge: Any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or non-customary batch discharge, or any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards found in Section 501.3, Section 501.4 and Section 501.5 of these Regulations.

(rr) State: The Commonwealth of Pennsylvania.

(ss) Standard Industrial Classification (SIC): A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, as amended.

(tt) Stormwater: Any flow occurring during or following any form of natural precipitation and resulting therefrom.

(uu) Suspended Solids: The total suspended matter that floats on the surface of, or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering, expressed in terms of concentration (milligrams per liter (mg/l)).

(vv) Toxic Pollutant: Any pollutant or combination of pollutants listed as toxic pursuant to Pennsylvania Statutes and Rules, Section 307(a) of the Act or other Federal statutes.

(ww) Wastewater: The liquid and water-borne wastes from dwellings, commercial buildings, industrial facilities, utility structures, institutions and construction sites, together with any groundwater, surface water and stormwater that may be present, whether treated or untreated.

(xx) Waters of the Commonwealth: All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the Commonwealth or any portion thereof.

(yy) Wastewater Discharge Permit or Permit: As set forth in Section 502.1 of these Regulations.

(zz) Abbreviations --The following abbreviations shall have the designated meanings:

(1) BOD<sub>5</sub>: Five-day Biochemical Oxygen Demand

(2) BMP: Best Management Practice.

(3) CERCLA: Comprehensive Environmental Response, Compensation and Liability Act. (42 USC 9601 et seq., as amended)

(4) CFR: Code of Federal Regulations

(5) DEP: Pennsylvania Department of Environmental Protection

(6) EPA: United States Environmental Protection Agency

(7) l: Liter

(8) mg: Milligrams

(9) mg/l: Milligrams per liter

(10) NAICS: North American Industry Classification System

(11) NPDES: National Pollutant Discharge Elimination System

(12) POTW: Publicly Owned Treatment Works

(13) RCRA: Resource Conservation and Recovery Act

(14) SIC: Standard Industrial Classification

(15) SIU: Significant Industrial User

(16) SWDA: Solid Waste Disposal Act, 42 USC 6901 et seq.

(17) TSS: Total Suspended Solids

(18) USC: United States Code

### **501.3 General Discharge Prohibitions**

(a) No User shall contribute or cause to be contributed, directly or indirectly, to the POTW any pollutant or wastewater which will pass through or interfere with the operation or performance of the POTW. These general prohibitions apply to all Users of the POTW whether or not the User is

subject to Federal Categorical Pretreatment Standards or any other Federal, State, or local Pretreatment Standards or Requirements.

(b) No User shall contribute the following substances to any POTW:

(1) any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall the atmosphere in a private sewer leading to a POTW structure exceed 25% Lower Explosive Limit (LEL) unless the User can demonstrate that such a discharge does not create at the point of discharge into the POTW or at any other point in the POTW a reading over 10% LEL as measured by an explosimeter. Prohibited materials include, but are not limited to, any substances which can create a fire or explosion hazard to the POTW;

(2) solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to, grease, garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch, manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes or any material which can be disposed of as trash;

(3) any wastewater having a pH less than 5.5 or higher than 12.0 as measured by

a grab sample or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW;

(A) No Industrial User measuring pH continuously at the point of discharge shall discharge wastes having a pH lower than 5.5 or higher than 12.0 at any time except for a period not to exceed a total of five (5) minutes in any one (1) hour period. In the event that a discharge of a pH lower than 5.5, or higher than 12.0 for a period exceeding five (5) minutes occurs, the Industrial User must demonstrate that the pH will not exceed the range of 5.5 to 10.0 at a down stream point designated by the City. In no case may the Industrial User's discharge contain a pH less than 5.0 at the point of discharge into the POTW.

(B) In the event that the influent wastewater flow arriving at a Treatment Plant is outside the pH range of 6.5 to 8.5, the City may limit the Industrial Users to that Treatment Plant to a pH range of 6.0 to 9.0, upon oral or written notice, for as long as the City deems necessary.

(4) any wastewater containing pollutants which may, either singly or by interaction with other pollutants:

(A) injure, adversely affect or interfere with any wastewater treatment process; or

(B) constitute a hazard to humans or other biota, or may create an adverse effect in the receiving waters of the POTW, as determined through biomonitoring conducted on the POTW's effluent or through in-stream monitoring; or

(C) violate any provision of the Federal Clean Air Act (42 USC 7401 et



seq.) as amended, or local air quality regulations;

(%) any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or may result in toxic gases, vapor or fumes or are sufficient to prevent entry into the POTW for maintenance and repair without respiratory protection or other personal safety equipment;

(6) any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludge, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the City to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, nor any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management methods being used by City;

(7) any substance which will cause the City to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards;

(8) any wastewater with objectionable color not removed in the treatment process, including, but not limited to, dye wastes and vegetable tanning solutions;

(9) any wastewater having a temperature which will inhibit biological activity in the POTW Treatment Plant resulting in Interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds

60°C (140°F) or which shall cause the wastewater entering the POTW Treatment Plant to exceed 40°C (104°F);

(10) any pollutants, including oxygen demanding pollutants and suspended solids released at a flow rate and/or pollutant concentration which a User knows or has reason to know will cause Interference or Pass Through to the POTW. In no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour permitted concentration, quantities, or flow during normal operation;

(11) any wastewater containing any radioactive wastes or isotopes of such half life or concentrations as may exceed limits established by the City in compliance with applicable State or Federal regulations;

(12) any wastewater which causes a hazard to human life or creates a public nuisance;

(13) any wastewater containing motor oils or lubricants removed from vehicles or other machinery;

(14) any wastewater containing substances which may solidify or become viscous at temperatures between 0° C (32° F) and 65 °C (149°F);

(15) any wastewater containing in excess of 100 mg/l of fats, oils and greases of mineral, petroleum or unknown origin at any time as shown by grab sample;

(A) Wastewaters discharged to the POTW shall contain no floatable or non-mulsified fats, oils and greases of animal or vegetable origin. Specific numerical limits

for these pollutants may be placed in an Industrial User's Wastewater Discharge Permit if found by the City to be necessary. Wastewater shall in no case contain concentrations of these pollutants high enough to cause Interference or Pass Through. The limits for both fats, oils and greases of mineral, petroleum or unknown origin and of animal or vegetable origin may be reduced by the City without amending these Regulations where the existing limits cause adverse impacts to the Collector System and/or POTW.

(16) any sludges from septage or holding tanks without prior written approval of the City;

(17) any wastewater which because of its chemical nature or composition causes the sewer atmosphere to contain airborne chemical concentrations in excess of concentrations established by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) under 29 CFR Part 1910, regardless of duration of exposure experienced by any individual, whether a City or contractor's employee, unless written authorization is granted by the Commissioner;

(18) wastewater which may create a fire or explosive hazard in the POTW, including, but not limited to, wastewater with a closed-cup flashpoint of less than 60°C (140 °F) using the test methods specified in 40 CFR 261.21; or

(19) any wastewater which, alone or in conjunction with any other discharges, causes foam anywhere in the Treatment Plant or its effluent.

(20) In addition, the following activities are prohibited:

(A) No person shall discharge wastewater, pollutants, chemicals or any other substance or contaminant into street inlets or through sewer manholes without the prior written approval of the City.

(B) No person who generates wastewater at one property shall discharge it at another property without prior written approval from the City.

(C) No person shall discharge wastewater in quantities or at rates of flow which may have an adverse or harmful effect on or overload the City's sewer system or Treatment Plants or cause excessive or additional treatment costs or render inaccurate or interfere with the function of sewer metering devices.

(D) No person shall discharge a wastewater flow contributing greater than 2,500 pounds per day of five (5) day biochemical oxygen demand, or contributing greater than 1,750 pounds per day of suspended solids or having a volume in excess of three (3) million gallons per day without prior written approval of the City.

(E) No person shall store or handle any material, including hazardous substances defined by CERCLA, in any area draining to the City Wastewater System, because discharge or leakage from such storage or handling may create an explosion hazard in the sewer system or Treatment Plants or may constitute a hazard to human beings or animals or the receiving stream, or may in some other way have a deleterious effect upon the Treatment Plants. Such storage or handling shall be subject to review by the City, and shall require a spill control plan with reasonable safeguards to prevent discharge or leakage of such materials into the sewers.

(F) Industrial Users processing regulated wastestreams through their pretreatment facilities shall not bypass such pretreatment facilities unless they notify the City in writing and obtain prior written approval from the City.

(G) No person shall increase the use of potable water, groundwater, rainwater, river water or process water or in anyway attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with any Pretreatment Standards or Requirements.

**501.4 General Pretreatment Regulations and National Categorical Pretreatment Standards:**

All users shall comply with all provisions contained in the General Pretreatment Regulations (40 CFR Part 403) as amended, and if applicable, National Categorical Pretreatment Standards (40 CFR Chapter I, Subchapter N) as amended. Any limitations imposed under the General Pretreatment Regulations or the National Categorical Pretreatment Standards which are more stringent than the limitations in these Regulations shall supersede the limitations imposed under these Regulations.

(a) Modification of Federal Categorical Pretreatment Standards: Where the City's Wastewater System achieves consistent removal of pollutants limited by Federal Pretreatment Standards, the City may apply to the Approval Authority for modification of specific limits in the Federal Pretreatment Standards of an Industrial User or a whole category.

**501.5 Specific Pollutant Limitations**

(a) No person shall discharge the following substances in excess of the concentrations,

in milligrams per liter, (mg/l), as expressed below:

<u>Substance</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>
arsenic	0.15	0.10
cadmium	0.2	0.1
chromium (total)	7.0	4.0
copper	4.5	2.7
cyanide (total)	10.0	
lead	0.69	0.43
mercury	0.01	0.005
nickel	4.1	2.6
selenium	0.2	0.1
silver	0.43	0.24
zinc	4.2	2.6

(b) No person shall discharge any of the substances listed below to the POTW without obtaining prior written approval of the City.

- Acrylonitrile
- Aldrin
- Alpha BHC
- Aluminum
- Benzene
- Benzo (a) pyrene
- Benzotrachloride
- Beryllium
- Bis(2-ethylhexyl)phthalate (DEHP)
- Bromobenzene
- Bromodichloromethane
- Bromoform
- Carbon tetrachloride

Chlordane  
Chlorobenzene  
Chlorodibromomethane  
Chloroethane  
Chloroform  
2-Chlorophenol  
Cumene (Isopropylbenzene)  
DDT/DDE/DDD  
Dibutylphthalate  
Dichlorobromomethane  
bis (2-chloroethyl) ether  
Dieldrin  
Dioxins  
Dimethyl Sulfoxide (DMSO)  
Dimethylnitrosamine  
Ethylbenzene  
Heptachlor  
Hexachlorobutadiene  
Hexachlorobenzene  
Iron  
Lindane  
Dichlorobenzene  
Methyl chloride (Chloromethane)  
Methyl Ethyl Ketone  
Methyl Isobutyl Ketone  
Molybdenum  
Xylenes  
o-Chlorotoluene  
o-Dichlorobenzene  
p-Dichlorobenzene  
p-Chlorotoluene  
Phenanthrene  
Phenols  
Pyrene  
Styrene  
Tetrachloroethylene (Perchloroethylene)  
Titanium  
Toluene  
Toxaphene (chlorinated camphene)  
Trichloroethylene  
Vinyl chloride  
Tetrachloroethane  
1,1,2-Trichloroethane  
Dichloroethane  
1,1-Dichloroethylene  
1,1-Dichloropropene

trans-1,2-Dichloroethylene  
1,2,3-Trichloropropane  
cis-1,2-Dichloroethylene  
1,2-Dibromo-3-Chloropropane  
1,2-Dichloropropane  
1,3-Dichloropropane  
1,3-Dichloropropene  
2,2-Dichloropropane  
2,4-Dinitrophenol  
2,4-Dinitrotoluene  
3,3-Dichlorobenzidene  
Volatile Organic Sulfides

(c) The City reserves the right to modify this list of materials prohibited from entering the POTW.

(d) Polychlorinated Biphenyls (PCBs): The PCB content of waste shall be non-detectable by EPA method 608.

#### 501.6 State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in these Regulations.

#### 501.7 Accidental Discharges

(a) Spill and Slug Discharge Prevention Plan: Each Significant Industrial User shall provide protection from accidental discharge of prohibited materials or other substances which may interfere with the POTW by developing a Spill and Slug Discharge Prevention Plan. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review, and shall be approved by the City before construction of the facility. The Spill

and Slug Discharge Plan shall contain, at a minimum, the following:

(1) description of discharge practices, including routine and non-routine batch discharges;

(2) description of stored chemicals;

(3) procedures for promptly notifying the City of spills or slug discharges, with procedures for follow-up written notification within five (5) working days;

(4) any necessary procedures to prevent accidental spills and slug discharges, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff and worker training;

(5) any necessary measures for building containment structures or equipment;

(6) any necessary measures to assure the integrity of storage;

(7) any necessary measures for controlling toxic organic pollutants (including solvents);

(8) any necessary procedures and equipment for emergency response; and

(9) any necessary follow-up practices to limit the damage suffered by the POTW or the environment.

(b) All existing Users shall complete such a plan within three (3) months of notice to do so by the City. No User who commences a new discharge to the POTW after the effective date of these Regulations shall be permitted to introduce pollutants into the

Wastewater System until accidental discharge procedures have been approved by the City. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the User's facility as necessary to meet the requirements of these Regulations.

(c) Notification: In the case of an accidental discharge, it is the responsibility of the User to immediately notify the City of the incident by telephone. The notification shall include date, time and location of discharge, type of waste including concentration and volume, duration of discharge, and any corrective actions taken by the User.

(d) Written Notice: Within five (5) business days, unless a different period is prescribed by the City, following an accidental discharge, the User shall submit to the City a detailed written report describing the cause of the discharge and the measures that will be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by these Regulations or other applicable law.

(e) Notice to Employees: A notice shall be permanently posted on the User's bulletin board(s) or other prominent places advising employees whom to call in the event of a dangerous discharge. Employers shall advise all employees who may cause or be injured by such a discharge of the emergency notification procedure.

### **501.8 Fees**

(a) Purpose: It is the purpose of this Section to provide for the recovery of costs from the Users of the City's Wastewater System for the implementation of the program established herein.

#### **(b) Charges and Fees**

(1) All Industrial Users applying for or issued a permit after the promulgation of these Regulations shall pay a fee of One Thousand Dollars (\$1,000.00) per permit application.

(2) The City may adopt charges and fees which may include:

(A) fees for reimbursement of costs of setting up and operating the City's Pretreatment Program;

(B) fees for monitoring, inspections and surveillance procedures;

(C) fees for reviewing accidental discharge procedures and construction; and

(D) other fees as the City may deem necessary to carry out the requirements contained herein.

(3) These fees relate solely to the matters covered by these Regulations are separate from all other fees chargeable by the City. The City reserves the right to change the fees set forth herein.

### **501.9 Civil Penalty Assessment Policy**

(a) Purpose: The purpose of this section is to enact a civil penalty assessment policy pursuant to the Publicly Owned Treatment Works Penalty Law, Act No.1992-9.

(b) Scope: The POTW Penalty Law allows the City, as the owner and operator of publicly owned treatment works with an approved pretreatment program, to assess civil penalties of up to Twenty-Five Thousand Dollars (\$25,000) per violation of any Pretreatment Standards or Requirements per day. Each term, condition or parameter violated shall constitute a separate and distinct offense. Each day on which a violation occurs or continues to occur shall constitute a separate and distinct offense. In developing this Civil Penalty Assessment Policy, the City considered the following factors:

(1) the damage to air, water, land or other natural resources of this City and Commonwealth and their uses;

(2) cost of restoration and abatement;

(3) savings resulting to the person in consequence of the violation;

(4) history of past violations;

(5) deterrence of future violations;

(6) harm and/or potential harm to the POTW and/or its employees;

(7) whether the violation resulted or could have resulted in the City violating its NPDES Permit; and

(8) whether the violation resulted or could have resulted in the City violating any law or regulation affecting its sludge disposal options.

(c) Mandatory Civil Penalties: Civil Penalties shall be assessed against any Industrial User in significant noncompliance ("SNC") with any Pretreatment Standards or Requirements. The amount of the civil

penalty shall be calculated in accordance with Sections 501.9(f), (g), and (h) of these Regulations. An Industrial User is in significant noncompliance if it meets one or more of the following criteria.

(1) If 33% or more of all samples taken for any single parameter during a six month period demonstrate exceedances of any numeric Pretreatment Standard or Requirement, including the daily maximum effluent limitation, the monthly average limitation, and any instantaneous limits, as defined by any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to Section 501.5.

(2) Monitoring for any parameter less than 100% of the total sampling events required by the Permit.

(3) Discharging without the required Permit under these Regulations.

(4) Violation of any Pretreatment Standard or Requirement that the City determines has caused, either alone or in combination with any other discharges, interference or pass through (including endangering the health of POTW personnel or the general public).

(5) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or the environment or has resulted in the City's exercise of its emergency authority.

(6) Violation by forty-five (45) days or more of the scheduled date of compliance with milestones for starting construction, completing construction, attaining final

compliance or any other milestone event described in any compliance schedule.

(7) Failure to provide any required reports such as Baseline Monitoring Reports, 90 Day Compliance Reports, Periodic Compliance Reports, Spill or Slug Discharge Reports, Responses to Notices of Violation or Notices of Significant Non Compliance, Compliance Schedule Reports, Pretreatment Facilities Report or any other Report required by law or Permit within thirty (30) days after the report's due date.

(8) Failure to report noncompliance accurately.

(9) Violation of any Best Management Practice requirements or any other violation or group of violations that:

(A) adversely affects the operation or implementation of the local pretreatment program; or

(B) either alone or in conjunction with any other discharge causes harm to the POTW.

(d) Discretionary Civil Penalties: Civil Penalties are discretionary where an Industrial User's violation(s) of the Pretreatment Standards or Requirements do not constitute significant noncompliance as defined in Section 501.9(c) of these Regulations. In exercising its discretion as to whether to assess civil penalties for these violations, the City shall consider the following factors:

(1) Compliance History  
The City shall examine the Industrial User's compliance history for the specific term or condition now being violated as well as the Industrial User's compliance history with all

other Pretreatment Standards or Requirements.

(2) Reasons for noncompliance.

(3) Magnitude of violation.

(4) Good faith compliance efforts.

Good faith compliance efforts consist of the following actions:

(A) whether the Industrial User properly notified the City of the violation;

(B) whether the Industrial User responded to the Notice of Violation within fifteen (15) days as required in the Notice;

(C) the corrective actions the Industrial User has taken or will take to ensure a return to compliance; and

(D) the timeliness of these corrective actions.

(e) Where it is determined that a civil penalty should be levied under this Section, the amount of the civil penalty shall be calculated in accordance with Sections 501.9(f), (g), and (h).

(f) Civil Penalty

The calculation of the civil penalty which shall be assessed shall be in conformity with this Section and Sections 501.9(g) and 501.9(h) of these Regulations.

In this Section, violations of Pretreatment Standards or Requirements are contained in Column I of the Civil Penalty Grid. (See note 1, immediately after the Grid, for further explanation.) Once the specific type of violation has been identified in the Civil Penalty Grid, the appropriate range of civil penalties for the violation is selected from either: Column II, III or IV. (See notes 2, 3 and 4, for further explanation on the selection of civil penalty ranges.) Once the range of fines is selected, the precise civil penalty within that range is determined by considering the factors enumerated in Column V. (See note 5 for further explanation in applying the selection factors.) Finally, there are two exceptions to the general rules in using this Civil Penalty Grid. (See note 6 for further explanation.)



### CIVIL PENALTY GRID

Column I	Column II	Column III	Column IV	Column V
Violations <sup>1</sup>	Non-SNC or First SNC Notification <sup>2</sup>	Second Consecutive SNC Notification <sup>3</sup>	Third Consecutive SNC Notification or Causes or Contributes to Pass Through or Interference <sup>4</sup>	Selection Factors <sup>5</sup>
1. Daily, Hourly or Instantaneous Effluent Limits or Best Management Practices	\$300 – \$5,000	\$5,000 – 15,000	\$15,000 - \$25,000	B, A, C, D
2. Monthly Average Effluent Limits	\$300 - \$9,000	\$3,000 - \$12,000	\$12,000 - \$25,000	B, A, C, D
3. Self-Monitoring (sampling)	\$300 – \$5,000	\$5,000 - \$15,000	\$15,000 - \$25,000	B, D, C.
4. Reporting	\$300 - \$1,000	\$1,000 - \$5,000	\$5,000 – \$25,000	B, D, C
5. Incomplete Reporting	\$300 – \$5,000	Not Applicable (N/A)	N/A	B, E, D
6. Intentional Falsification of Reports or Data or knowingly rendering any monitoring device or method inaccurate	\$25,000	N/A	N/A	N/A
7. Spills or Slug Discharges	\$300 - \$10,000	N/A	\$15,000 - \$25,000	B, A, C, D
8. Unauthorized Discharge	\$300 - \$10,000	N/A	\$10,000 - \$25,000	A, D
9. Compliance Schedule Completion Dates	\$300 - \$5,000	\$5,000 - \$15,000	\$15,000 – \$25,000	F, D
10. Dilution to Meet Effluent Limits	\$300 - \$25,000	N/A	N/A	B, D
11. Inadequate Record Keeping <sup>6</sup>	\$300 - \$5,000	\$5,000 - \$15,000	\$15,000 - \$25,000	B, D, E
12. Failure to Admit Authorized Personnel <sup>6</sup>	\$300 – \$10,000	\$10,000 - \$25,000	N/A	D, B
13. Failure to notify of any Substantial Change in Volume of Pollutants in Discharge (See 40 CFR 403.21(j))	\$300 - \$10,000	N/A	\$10,000 - \$25,000	B, A, C, D
14. Failure to Mitigate Noncompliance	\$300 - \$10,000	N/A	\$10,000 - \$25,000	A, B, C, D
15. Improper Disposal of Pretreatment sludges and spent chemicals	\$300 - \$10,000	N/A	\$10,000 - \$25,000	B, D
16. Unauthorized Bypass	\$300 - \$10,000	N/A	\$10,000 - \$25,000	C, A

**Explanatory Notes to Civil Penalty Grid:**

**Note Number 1**

Column I contains a list of sixteen categories of Pretreatment Standard or Requirement violations. These sixteen categories of violation should be all inclusive, covering all possible types of Pretreatment Standards or Requirement violations. If, however, a violation occurs which does not fall within one of the categories, then the civil penalty for that violation shall be assessed in accordance with the method used for assessing civil penalties for violation of daily or hourly effluent limits.

The sixteen categories of Pretreatment Standards or Requirements violations found in Column I are explained in greater detail immediately below:

1. **Daily, Hourly or Instantaneous Effluent Limits or Best Management Practices:** This category addresses violations of the effluent discharge limits for daily, hourly or instantaneous discharges or best management practices.

2. **Monthly Average Effluent Limits:** This category addresses violations of the monthly average effluent limits.

3. **Self-Monitoring (sampling):** Permitted Industrial Users must sample their effluent in accordance with the terms and conditions of their Wastewater Discharge Permits. Violations of these self-monitoring requirements are addressed in this category. Examples of these violations include, but are not limited to, the following:

a) failure to sample for any required parameters;

b) failure to follow proper sampling protocols;

c) failure to sample at the appropriate point; and

d) failure to sample as frequently as required in the Wastewater Discharge Permit.

4. **Reporting:** The Industrial User is subject to numerous reporting and notification requirements. Failure to provide any of these reports and notifications, or providing these reports and notifications in an untimely fashion, is addressed in this category. These reports and notifications include, but are not limited to, the following:

a) Baseline Monitoring Reports;

b) 90 Day Compliance Reports (40 CFR 403.12(d));

c) Periodic Compliance Reports;

d) Spill Plans;

e) Responses to Notices of Violations or Notices of Significant Non Compliance;

f) Surcharge Reports;

g) Reports required pursuant to any Compliance Schedule, Administrative Order or Consent Decree;

h) Notification of spill or slug discharge; Follow-up written report within five (5) days of spill or slug event;

i) Reporting sampling noncompliance within twenty-four (24) hours of becoming aware of violation; Reporting first sample result showing a return to compliance;

j) Application for Wastewater Discharge Permit or late application;

k) Hazardous Waste Notification pursuant to 40 CFR 403.12(p); and

**l) Pretreatment Facilities Reports.**

**5. Incomplete Reporting:**

In this category, reports and notifications are timely submitted but contain errors or omissions.

**6. Intentional Falsification of Reports or Data or Knowingly Rendering Any Monitoring Device or Method Inaccurate:**

In this category, where the Industrial User has intentionally falsified reports or data, the maximum penalty of \$25,000 per falsification will be assessed. Similarly, where the Industrial User knowingly renders any monitoring device or method inaccurate, this category requires that the maximum penalty be assessed.

**7. Spills or Slug Discharges:** A spill or slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or non-customary batch discharge.

Violations as the result of spills or slug discharges are addressed in this category.

**8. Unauthorized Discharge:**

This category includes three types of violations. First, where an Industrial User is required to have a Permit discharges pollutants without a Wastewater Discharge Permit. Second, where an already permitted Industrial User is discharging pollutants from a regulated process which has not been specifically approved by the City and controlled by the User's Wastewater Discharge Permit. (Please note that each pollutant discharged without a permit constitutes a separate and distinct offense.) Third, any discharge violating Section 501.3, Section 501.4 or Section 501.5 of these Regulations.

**9. Compliance Schedule Completion Dates:** In Administrative Orders and Consent Decrees there will often appear compliance schedules for returning the

Industrial User to compliance. This category addresses violations of the compliance schedule completion dates. (Please note that where the Administrative Orders or Consent Decrees contain stipulated penalties for violation of the compliance schedule dates, the stipulated penalties contained therein shall constitute the exclusive civil penalties available for these violations. Therefore, in these cases, the Civil Penalty Grid will not be used.)

**10. Dilution to Meet Effluent Limits:** This category addresses the situation where the Industrial User is using dilution to achieve compliance with any effluent limit.

**11. Inadequate Record Keeping:** This category includes any violations of the Pretreatment Standards or Requirements involving record keeping and storage.

**12. Failure to Admit Authorized Personnel:** This category involves an Industrial User's refusal to allow a City representative ready access to a facility for purposes of inspection, sampling, records examination and/or copying or for the performance of any other duty.

**13. Failure to Notify of Any Substantial Change in the Volume or Character of Pollutants in Discharge:** (See 40 CFR 403.12(j)). This category involves any violations resulting from the Industrial User's failure to comply with the advance notification of changed discharge requirements contained in 40 CFR 403.12(j).

**14. Failure to Mitigate Non Compliance:** An Industrial User has an obligation to mitigate its noncompliance. Violation of this obligation is addressed in this category.

**15. Improper Disposal of Pretreatment Sludge and Spent Chemicals:** Industrial

Users must dispose of hazardous sludge and spent chemicals in accordance with all applicable laws including, but not limited to, the Clean Water Act and the Resource Conservation and Recovery Act.

**16. Unauthorized Bypass:**  
Industrial Users processing regulated wastestream through their pretreatment facilities are prohibited from bypassing such pretreatment facilities unless they notify the City in advance of any bypass and obtain the City's prior written approval authorizing such bypass.

Notes 2, 3, and 4

After the category of violation has been identified, there are several ranges of civil penalties which can be assessed for the violation. Notes 2, 3 and 4 define the appropriate range to be selected.

(a) Note 2 - COLUMN II

**NON-SNC or FIRST SNC NOTIFICATION**

If the violation does not rise to the level of Significant Noncompliance (SNC) as defined in Section 501.9(c) of these Regulations, the appropriate fining range is therefore contained in Column II. If the violation does constitute SNC as defined in Section 501.9(c) or this is the first time that the Industrial User has been notified that it is in SNC for that specific standard or requirement, then the appropriate fining range is again contained in Column II.

(b) Note 3 - COLUMN III

**SECOND CONSECUTIVE SNC NOTIFICATION:** This range of civil penalties applies where the Industrial User has received a second Notice of Significant Noncompliance for the same standard or requirement in two (2) consecutive six (6)-month periods.

Where a Notice of SNC is issued for any standard or requirement, and there was no Notice of SNC issued for the standard or requirement in the previous six-month period, the appropriate range reverts to Column II.

If as the result of the issuance of the first SNC Notice, the Industrial User has been issued an Administrative Consent Order or is subject to a Consent Decree, and stipulated penalties are contained therein, then the stipulated penalties shall be the exclusive method for assessing future civil penalties for as long as the stipulated penalty provision remains in effect.

(c) Note 4 - COLUMN IV

**THIRD CONSECUTIVE SNC NOTIFICATION OR CAUSES OR CONTRIBUTES TO PASS THROUGH OR INTERFERENCE:** This range of civil penalties applies in two situations. First, where the Industrial User has received a third consecutive notice of SNC for the same standard or requirement. Second, where the violation has caused or contributed to interference or pass through, as defined in Sections 501.2 (w) and (dd) of these Regulations. Again, where an Administrative Consent Order or Consent Decree provides for stipulated penalties, the stipulated penalties shall be the exclusive method for assessing future civil penalties for as long as the stipulated penalty provision remains in effect.

NOTE 5 -

Once the type of violation has been identified in Column I, and the appropriate range of civil penalties selected from Columns II, III and IV, the precise civil penalty within the appropriate range must be selected. Selection of the precise civil penalty will be based on those Selection Factors appropriate for each type of violation

which are found in Column V. The six selection factors are lettered A through F as follows:

- A. SEVERITY OF VIOLATION
- B. SPECIFIC COMPLIANCE HISTORY
- C. GENERAL COMPLIANCE HISTORY
- D. REASONS FOR VIOLATION
- E. COMPLETENESS
- F. CONSENT DECREE OR ADMINISTRATIVE ORDER

Most violations found in Column I contain numerous selection factors which must be considered in selecting the precise civil penalty. The selection factors appropriate for each violation are listed in their order of importance and weight which should be given each factor. The first factor listed should be given the greatest weight; the second factor the second greatest weight, etc. Although the relative weight given each factor is determined by its order of listing, the absolute weight has not been provided. This is because violations, and the circumstances surrounding and causing them, are too different and complex to be resolved in a mathematical formula. This can only be determined on a case by case basis.

Selection Factors A through F are explained in greater detail immediately below:

**A. Severity of Violation:**  
This factor considers the degree of severity of effluent violations in three different ways. First, the frequency of violation should be considered, Next, the level of exceedance should be considered. Finally, the violations should be considered from total mass perspective.

**B. Specific Compliance History:** This factor considers whether and how often in the past the Industrial User has violated the parameter for which it is now being fined.

**C. General Compliance History:** This factor considers the Industrial User's present and past overall compliance with all Pretreatment Standards or Requirements.

**D. Reasons for Violation:** (self-explanatory)

**E. Completeness:** For the violation categories Incomplete Reporting and Inadequate Record Keeping, the level and/or degree of omissions and errors shall be considered.

**F. Consent Decree or Administrative Order:**  
For the violation category Compliance Schedule Completion Dates, the Industrial User's past and present history of compliance with the Decree or Administrative Order should be examined.

Finally, although addressed separately in Sections 501.9(g) and (h) of these Regulations, for all categories of violations, the economic benefit of noncompliance and any damages, costs and fines must be recovered in selecting the precise civil penalty within the appropriate range.

#### NOTE 6

For most violations, the appropriate range of penalties is selected by the criteria discussed in notes 2, 3 and 4. However, for the categories of Inadequate Record Keeping and Failure to Admit Authorized Personnel, the appropriate ranges are selected differently.

For these categories, the civil penalty range moves from Column II to III if that Industrial User has ever in the past been cited for a violation in that category. The violations do not need to rise to the level of SNC nor do they need to occur in consecutive six (6) month periods.

Similarly, the civil penalty range moves to Column IV for these two categories of violations if the Industrial User has been cited twice or more, at any time in the past, for the same category of violation.

**(g) Economic Benefit of Noncompliance**

(1) In all cases, the civil penalty assessed shall exceed the economic benefit of noncompliance gained by the Industrial User as a result of not complying with the Pretreatment Standards or Requirements. The economic benefit of noncompliance is that amount of both capital and operating funds saved by the Industrial User by either failing or delaying to install and/or operate the necessary pretreatment to achieve compliance with all Pretreatment Standards or Requirements. The City may use the Guidance Manual for POTWs to Calculate the Economic Benefit of Noncompliance, U.S. Environmental Protection Agency, September 5, 1990, or any subsequent revision, to assist it in calculating the economic benefit of noncompliance.

(2) If a situation arises where the amount assessed under the Civil Penalty Grid in Section 501.9(f) of these Regulations fails to exceed the economic benefit of noncompliance, then the Civil Penalty Grid shall not be used to determine the civil penalty. Rather, the City shall set the civil penalty by first calculating the economic benefit of noncompliance. Next, the amount calculated to be the economic benefit of noncompliance shall be increased by anywhere from 10% to 100%. This increased amount shall constitute the civil penalty. (Simply assessing the economic benefit of noncompliance fails to penalize the Industrial User).

In determining the appropriate increase factor (anywhere from 10% to 100%) the City shall consider the severity of the violations, the reason for the violation

and how quickly the Industrial User abates the violation.

**(h) Recovery of Damages, Costs and Fines**

(1) In all cases, the civil penalty shall, at a minimum, be set so that it fully compensates the City for any damage or injury to the POTW, its employees, the POTW's sludge or the environment. Any and all costs incurred by the City to correct or compensate for the damage or injury shall also be fully recovered in the civil penalty. Costs shall include, but not be limited to, attorney's fees, court costs, court reporter fees and other expenses associated with enforcement activities, as well as all sampling and monitoring expenses related to discovering, enforcing and maintaining the Industrial User's compliance. Where violation of the Pretreatment Standards or Requirements causes, either alone or in conjunction with a discharge or discharges from other sources, the City to violate any local, state or federal law or regulation, and the City is fined for this violation, the civil penalty assessed shall fully reimburse the City for the fine paid.

(2) If a situation arises where the amount assessed under the Civil Penalty Grid fails to fully compensate the City for all damages, costs and fines, then the Civil Penalty Grid shall not be used to determine the civil penalty. Rather, the City shall set the civil penalty by first calculating all damages, costs and fines to the City resulting from the violation. Next, this amount shall be increased by anywhere from 10% to 100%. This increased amount shall constitute the civil penalty.

(3) In determining the appropriate increase factor (anywhere from 10% to 100%) the City shall consider the extent and nature of the damage, its impact on the POTW, the reasons for the violation and how quickly the Industrial User corrects the damage.

(i) Civil Penalty Appeal

The Industrial User charged with the penalty shall have thirty (30) days to pay the proposed penalty in full, or, if the Industrial User wishes to contest either the amount of the penalty or the fact of the violation, the Industrial User must file an appeal, pursuant to the Philadelphia Home Rule Charter. Failure to appeal within this period shall result in a waiver of all legal rights to contest the violation or the amount of the penalty.

**502.0 WASTEWATER DISCHARGE PERMITS**

**502.1 Wastewater Discharge Permits Types**

(a) General Permits: Any Significant Industrial User proposing to connect to or contribute to the POTW shall obtain a Wastewater Discharge Permit before connecting to or contributing to the POTW. All existing Significant Industrial Users connected to or contributing to the POTW shall obtain a Wastewater Discharge Permit within 365 days after the effective date of these Regulations.

(b) No Discharge Permits: Any Significant Industrial User with no wastewater discharge from its regulated process(es) shall obtain a No Discharge

Permit, as long as its facility is connected to or contributes to the POTW and has the potential to discharge wastewater from its regulated process(es).

(c) Trucked or Hauled Wastewater Permit: Any person trucking or hauling wastewater to the POTW must first obtain a septage discharge permit. The following prohibitions apply to all trucked or hauled wastewater:

(1) All wastes are to be discharged only at the designated location contained in the User's septage discharge permit.

(2) All loads are to be sampled and approved prior to discharge.

(3) Only sanitary septic wastes are to be discharged unless prior written approval is given.

(4) Sludges or grease trap wastes shall not be discharged.

(d) Groundwater Discharge Permit: Any non-domestic User discharging pumped-out groundwater to the City's sewer system must first obtain a Groundwater Discharge Permit.

(e) Manhole Pump-out Permit: Any non-domestic User discharging wastewater from underground structures to the City's sewer system must first obtain a manhole pump-out permit.

**502.2 Wastewater Discharge Permit Administration**

(a) Permit Application: Users required to obtain a Wastewater Discharge Permit shall complete and file with the City a Baseline Monitoring Report or other



report as may be required by the City. Existing Users shall apply for a Wastewater Discharge Permit within 30 days after the effective date of these Regulations, unless the City has previously issued such a permit which has not expired. New Users shall apply at least 90 days prior to connecting to or contributing to the POTW. The Baseline Monitoring Report shall contain the information required by Section 502.4(a).

(1) The City will evaluate the data furnished by the User and may require additional information. After evaluation and acceptance of the data furnished, the City may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.

(b) Promulgation of Additional National Categorical Pretreatment Standards: When additional and/or new National Categorical Pretreatment Standards are promulgated, any User subject to such additional or new Standards shall apply for a Wastewater Discharge Permit within 180 days of the promulgation of such Standard. In addition, any User with an existing Wastewater Discharge Permit shall submit to the City within 180 days of the promulgation of an applicable National Categorical Pretreatment Standard the information required by Sections 502.4(a)(7) and (8) of these Regulations.

(c) Permit Modifications: The City may modify any existing permit for any of the following reasons:

(1) to incorporate any new or revised federal, state or local Pretreatment Standards or Requirements;

(2) material or substantial alterations or additions to Industrial User's operation which were not covered in the effective permit;

(3) a change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge;

(4) information indicating that the permitted discharge could in any manner adversely affect the POTW, personnel or receiving waters;

(5) violation of any terms or conditions of the Permit;

(6) obtaining the Permit by misrepresentation or failure to disclose fully all relevant facts; or

(7) upon request of the Industrial User, provided such request does not create a violation of any existing applicable requirements, standards, laws or rules and regulations.

(d) Permit Conditions: Wastewater Discharge Permits shall be expressly subject to all provisions of these Regulations and all other applicable regulations, User charges and fees established by the City. Permits may contain the following:

(1) concentration and/or mass limits on the average and maximum wastewater constituents and characteristics;

(2) limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization;

(3) requirements for installation and maintenance of inspection and sampling facilities;

(4) specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

(5) compliance schedules. The City may, at its discretion, issue interim effluent limits as part of a compliance schedule;

(6) requirements for submission of technical reports or discharge reports (see Section 502.4 of these Regulations);

(7) requirements for maintaining and retaining records relating to wastewater discharge as specified by the City, and affording City access thereto;

(8) requirements for implementation of and compliance with a spill prevention and slug control plan;

(9) requirements for implementation of and compliance with Best Management Practices;

(10) requirements for notification of the City of any facility changes that affect the potential for a slug discharge or any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the Wastewater System;

(11) requirements for notification of a spill or slug discharge; and

(12) other conditions as deemed appropriate by the City to ensure compliance with these Regulations.

(e) Public Notice of Permit Issuance

(1) Public notice of every proposed General Wastewater Discharge Permit and No Discharge Wastewater Discharge Permit shall be published by the City in a newspaper of daily circulation within the geographical area of the discharge. The notice shall include at least the following:

(A) name and address of each permittee;

(B) each permittee's activity or operation which results in the discharge described in the Wastewater Discharge Permit;

(C) address and phone number of premises where a copy of the proposed permit may be requested; and

(D) notice of the 30-day comment period required by Section 502.2(e)(2) of these Regulations.

(2) There shall be a thirty (30)-day period following publication of notice during which written comments may be submitted by the permittee or interested persons located within the City's wastewater processing service area. The Commissioner will make his final determination on a proposed permit following the comment period. The period for comment may be extended at the discretion of the Commissioner for up to 30 additional days.

(3) The Commissioner shall issue the permit as soon as is practicable and this shall be a final decision.

**(f) Permit Duration**

(1) Permits shall be issued for a specified time period, not to exceed five (5) years. The Permit may be issued for a period less than a year or may be stated to expire on a specific date. The User shall apply for Permit re-issuance a minimum of 180 days prior to the expiration of the User's existing Permit. Where the User has made a timely and complete Permit renewal application, the existing Permit shall continue in effect until a new Permit is issued by the City. The User shall be informed of any proposed changes in the Permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the Permit shall include a reasonable time schedule for compliance.

(2) If a User wishes to contest any provisions of the Permit, the User may file an appeal pursuant to the Philadelphia Home Rule Charter. The appeal shall specifically state all terms and/or conditions of the Permit which are being challenged and shall state all reasons why the User believes the terms and/or conditions are inappropriate. The appeal shall be taken within thirty (30) days of the User's receipt of the Permit. Failure to appeal within this time period shall result in a waiver of all legal rights to challenge the terms and/or conditions of the Permit. Where the Permit has been appealed, the appeal shall only stay the contested terms and/or conditions of the Permit and not the entire Permit. The remainder of the Permit remains in full force and effect.

**(g) Wastewater Discharge Permit Transfer:** Wastewater Discharge Permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance written notice to the City and the City approves the Wastewater Discharge Permit transfer in writing. The notice to the City must include a written certification by the new owner or operator which:

(1) states that the new owner and/or operator has no immediate intent to change the facility's operation or processes;

(2) identifies the specific date on which the transfer is to occur;

(3) acknowledges full responsibility for complying with the existing Wastewater Discharge Permit; and

(4) acknowledges full responsibility for correcting all pre-existing violations, including, but not limited to, implementing corrective action plans and paying fines.

**(h) Effective Date**

The Permit becomes effective when signed by the Commissioner or as specified in the Permit.

**502.3 Sampling and Analysis Requirements**

**(a) Sampling Requirements**

(1) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the

regulated process if no pretreatment exists.

(2) Samples and measurements taken for purposes of the monitoring requirements shall be representative of the normal discharges occurring during the reporting period.

(3) Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds.

(A) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 502.4(a) and (b), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulphide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the City may authorize a lower minimum.

(B) For the reports required by Section 502.4(c), the City shall require the number of grab samples necessary to assess and assure compliance by Industrial Users with applicable Pretreatment Standards and Requirements.

(4) For any pollutants not identified in Section 502.3(a)(3), 24-hour composite samples must be obtained through flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the City.

(5) Sampling shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and

amendments thereto including but not limited to sample preservation, sampling vessels and equipment.

#### (b) Sample Analysis Requirements

(1) Analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto including but not limited to analytical methods and sample holding time.

### 502.4 Reporting Requirements

#### (a) Baseline Monitoring Reports

Any User receiving a Baseline Monitoring Report form shall complete the form by providing all information requested therein and shall return the completed form to the POTW within thirty (30) days upon its receipt. In support of the application, the User shall submit, in units and terms appropriate for evaluation, the following information:

(1) Name, mailing address, and facility address;

(2) NAICS number according to the North American Industry Classification System, Office of Management and Budget, 1997, as amended;

(3) Wastewater constituents and characteristics including but not limited to those mentioned in Section 501.5(a) of these Regulations as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR Part

136, as amended; User shall follow the requirements of Section 502.3 of these Regulations for Sampling and Analysis Requirements;

(4) Time and duration of contribution;

(5) Average daily, maximum daily and thirty (30) minute peak wastewater flow rates, including daily, monthly and seasonal variations, if any;

(6) Description of activities, facilities and plant processes on the premises including all materials, which are or could be discharged;

(7) The nature and concentration of any pollutants in the discharge which are limited by any City, State, or Federal Pretreatment Standards, as well as any information demonstrating compliance with any applicable Best Management Practices, and a statement regarding whether or not the Pretreatment Standards or Requirements are being met on a consistent basis, and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the User to meet applicable Pretreatment Standards or Requirements;

(8) Where additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to this schedule:

(A) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (e.g., completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

(B) No increment referred to in paragraph (A) above shall exceed nine (9) months.

(C) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the City indicating, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. Such progress reports shall be submitted to the City at least every nine (9) months.

(9) Each product produced by type, amount, process or processes and rate of production;

(10) Type and amount of raw materials processed (average and maximum per day);

(11) Number and type of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system;

(12) Any other information as may be deemed by the City to be necessary to evaluate the permit application;

(13) a list of any environmental control permits held by or for the facility; and

(14) a certification statement, signed and dated by an Authorized Representative of the Industrial User, as required by 40 CFR 403.6(a)(2)(ii) and Section 502.4(k) of these Regulations.

(b) Report on Compliance with National Categorical Pretreatment Standards Deadline (90 Day Compliance Report).

(1) Within ninety (90) days following the date for final compliance with applicable National Categorical Pretreatment Standards or in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any Industrial User subject to Pretreatment Standards or Requirements shall submit to the City a report containing the information described in Section 502.4(a)(3) through (7).

(2) For Industrial Users subject to equivalent mass or concentration limits established by the City in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the User's long term production rate. For all other Industrial Users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period.

(c) Periodic Compliance Reports

(1) The reporting periods shall run from January 1 to June 30 and from July 1 to December 31. Every SIU shall submit to the City during the months of July and January, unless required in different months or more frequently by the City, a Periodic Compliance Report for the preceding reporting period. The Periodic Compliance Report shall contain, at minimum, the following:

(A) The results of the monitoring program conducted by Industrial User, including all sample results, sampling frequency and sample type (grab or composite), and any information demonstrating compliance with any applicable best management practices.

(i) All analyses shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR Part 136, as amended; or other test procedures approved by the EPA for use under the Clean Water Act. User shall follow sampling and analysis requirements in Section 502.3 of these Regulations.

(B) Wastewater flow data for the reporting period, specifically daily averages and maximums in gallons per day.

(C) For Industrial Users subject to equivalent mass or concentration limits established by the City in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the User's long term production rate. For all other

Industrial Users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period.

(D) A statement as to whether or not Industrial User has achieved compliance with all Pretreatment Standards or Requirements, including Best Management Practices.

(E) If the Industrial User has not achieved compliance with all Pretreatment Standards or Requirements and Best Management Practices, a proposed schedule indicating what additional pretreatment and/or operations and maintenance will be required to achieve compliance in the shortest time.

(F) a certification statement, signed and dated by an Authorized Representative of the Industrial User, as required by 40 CFR 403.6(a)(2)(ii) and Section 502.4(k) of these Regulations.

**(d) Notification of Changed Discharge**

All Industrial Users shall promptly notify the City in advance of any facility changes that affect the potential for a slug discharge or any other substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under Section 502.4(e) of these Regulations.

**(e) Hazardous Waste Notification Requirement**

(1) The Industrial User shall notify the City, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge to the City of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261 (RCRA). Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Industrial User discharges more than one-hundred (100) kilograms of such waste per calendar month to the City, the notification shall also contain the following information to the extent such information is known and readily available to the Industrial User: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during the calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. The notification requirement in this Section does not apply to pollutants already reported under the self-monitoring requirements.

(2) The Industrial User is exempt from the requirements of paragraph (1) of this section during a calendar month in which it discharges no more than fifteen (15) kilograms of hazardous wastes, if allowed under its Permit, unless the wastes are RCRA acute hazardous wastes, which require a one-time notification. Subsequent months during which the Industrial User discharges more than such quantities of

any hazardous waste, where allowed by its Permit, do not require additional notification.

(3) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User must notify the City, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this Section, the Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

**(f) Closure Statement**

If Industrial User requests modification or termination of Industrial User's Wastewater Discharge Permit due to ceasing all or part of the process(es) regulated by the Permit, Industrial User shall submit to the City, in writing, thirty (30) days prior to closing, a Closure Statement which shall contain, at a minimum, the following:

(1) company name and address (at which regulated process(es) are or were located);

(2) name and telephone number of company contact person;

(3) closure date(s) of regulated process(es);

(4) list of other process(es) that will continue to operate at same location;

(5) indication of whether a water shut-off request has been filed if entire facility has or will shut down;

(6) ultimate plans for disposal of building(s), equipment and materials;

(7) schedule for (6) above;

(8) receipts and manifests for disposal of hazardous wastes and materials, etc.; and

(9) a certification statement, signed and dated by an Authorized Representative of the Industrial User, as required by 40 CFR 403.6(a)(2)(ii) and Section 502.4(k) of these Regulations.

**(g) Notice of Potential Problems**

Industrial User shall notify the City immediately of all discharges which could cause problems to the POTW, including spills or slug discharges.

**(h) Notice of Indication of Violation**

If sampling performed by Industrial User indicates a violation, User shall notify the City within twenty-four (24) hours of becoming aware of the violation, and submit to the City within five (5) business days, unless otherwise specified, a detailed written report describing the discharge and the measures taken to prevent similar future occurrences. User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within thirty (30) days of becoming aware of the violation.



**(j) Responses to Notices of Violations and Notices of Significant Non Compliance**

All Users shall respond in writing to Notices of Violations and Notices of Significant Non-Compliance ("Notice") within fifteen (15) days of their receipt of these Notices or as otherwise required in the Notices. The written response must state the reasons for the violation(s), all actions that have or will be taken to return to compliance, and when full compliance will be achieved.

**(k) Certification Requirement**

All reports, including, but not limited to, Baseline Monitoring Reports, reports on compliance with categorical pretreatment standards and periodic compliance reports shall include the following certification statement, signed and dated by an authorized representative of the Industrial User: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

**(l) Signatory Requirements**

All reports, including but not limited to, baseline monitoring reports and periodic compliance reports shall be signed by an Authorized Representative of the User.

**502.5 Monitoring Facilities**

(a) The City shall require monitoring facilities, to be provided and operated at the User's own expense, that allow for inspection, sampling, and flow measurement of the Building Sewer and/or internal drainage systems. The monitoring facility should normally be situated on the User's premises, but the City may, when such a location would be impractical or cause undue hardship on the User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

(b) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

(c) Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the City.

### **502.6 Inspection and Sampling**

(a) The City may inspect User's facilities to determine compliance with Pretreatment Standards or Requirements. Persons or occupants of premises connected to the City Wastewater System shall allow the City or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination, copying of records or for the performance of any of their duties.

(b) The City shall have the right to set up on the User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations.

(c) Where a User has security measures in force which would require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the City shall be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

### **502.7 Pretreatment**

Users shall provide necessary wastewater treatment as required to comply with these Regulations and shall achieve compliance with all Pretreatment Standards or Requirements. Any facilities required to pre-treat wastewater to a level acceptable to the City shall be provided, operated and maintained at the User's expense. A Pretreatment Facilities Report containing detailed plans showing the pretreatment facilities and detailed operating

procedures shall be submitted to the City for review, and shall be acceptable to the City before construction or operation of the facility. Any User currently operating that has not submitted a Pretreatment Facilities Report shall submit this report to the City within fifteen (15) days of the City's request for this Report. The review of such plans and operating procedures will in no way relieve the User from its responsibility of providing an effluent limit which complies with all Pretreatment Standards or Requirements. User shall report in writing to the City any changes in its pretreatment facilities, method of operation or nature or characteristics of the wastewater prior to implementing such changes.

### **502.8 Record Keeping Requirements**

(a) All Users shall retain all records relating to compliance with Pretreatment Standards or Requirements including documentation associated with Best Management Practices for a period of at least three (3) years, and shall contain all of the following requirements:

(1) the date, exact place, method, and time of sampling and the names of the person or persons taking the samples;

(2) the dates analyses were performed;

(3) who performed the analyses;

(4) the analytical techniques/methods used; and

(5) the results of such analyses.

(b) The period of retention shall be automatically extended during the course

of any unresolved dispute between the User and the City, or when the City so requests. Upon request, these records shall immediately be made available to the City for inspection and copying.

#### **502.9 Duty to Mitigate**

Industrial User shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with any Pretreatment Standards or Requirements, including such accelerated or additional monitoring as is necessary to determine the nature and impact of the non-complying discharge.

#### **502.10 Confidential Information**

(a) Information and data on a User obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User.

(b) When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request by governmental agencies for uses related to these Regulations, the City's NPDES Permit, State Disposal System permit and/or the Pretreatment Program, and for use by State and Federal government or any state or

federal agency in judicial review or enforcement proceedings involving the person furnishing the report. Effluent data, as defined in Section 501.2(q), will not be recognized as confidential information.

#### **502.11 Public Notification**

The City shall publish, at least semi-annually in the daily newspaper with the largest circulation a list of the Users which were in Significant Noncompliance, as defined in Section 501.9(c) of these Regulations, during the previous six (6) months. The notification may also summarize any enforcement actions taken against the User(s) during the same six (6) months.

#### **502.12 Enforcement**

##### **(a) Emergency Suspensions**

(1) Notwithstanding any other provisions of these Regulations, the City may suspend the wastewater treatment service and/or a Wastewater Discharge Permit when such suspension is necessary in the opinion of the City, in order to stop an actual or threatened discharge which:

(A) presents or may present an imminent or substantial endangerment to the health or welfare of persons; or

(B) presents or may present an imminent or substantial endangerment to the environment; or

(C) may cause or actually causes Interference to the POTW; or

(D) may cause or actually causes the City to violate any condition of its NPDES Permit.

(2) Any person notified of a suspension of wastewater treatment service and/or the Wastewater Discharge Permit shall immediately stop or eliminate all contributions.

(3) Should the person fail to immediately comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including but not limited to termination of water service, and/or immediate severance of the sewer connection.

(4) City shall revoke its emergency suspension order and restore wastewater and/or water service once the following information has been provided to and accepted by the City:

(A) a detailed written report describing the cause(s) of the harmful contribution and indicating what measures have been taken to prevent any future occurrence of same, and

(B) proof of the elimination of the harmful discharge.

(5) Revocation of an emergency suspension order and restoration of wastewater and/or water service shall not preclude the City from taking any other enforcement action as permitted under Sections 502.12(b)-(j), inclusive, and Section 501.9 of these Regulations.

(b) Revocation of Permit: Any User who violates these Regulations, the Wastewater Discharge Permit, or any applicable Federal, State or local law, is subject to having his Wastewater

Discharge Permit revoked in accordance with the procedures of Section 502.12(c) of these Regulations. Revocation of a User's Permit requires the User to immediately cease all wastewater discharges.

(c) Procedure for Revocation of Permit

(1) Whenever the City finds that any User has violated or is violating any Pretreatment Standards or Requirements, the City may serve personally or by regular or certified mail upon such person a notice of revocation stating the nature of the violation(s). Notice by regular mail alone shall be deemed sufficient notice.

(2) Within fifteen (15) days of the date of the notice of revocation, the User shall respond in writing. The response must state why the violation occurred, the steps taken to prevent its recurrence, and whether the violation has been corrected. If the response indicates that the violation has not been corrected, the response shall contain a plan for the immediate correction of the violation.

(3) The Commissioner shall consider the User's response, if any, before rendering his final determination order. The Commissioner's final determination order may direct that:

(A) the User's Permit be immediately revoked; or

(B) the User's Permit be revoked on a specified future date unless adequate treatment facilities, devices or other related appurtenances shall have been installed and existing treatment facilities, devices or other related appurtenances are properly operated; or

(C) the User's Permit shall continue in effect.

(4) Further orders and directives as are necessary and appropriate may be issued.

(d) Enforcement of Permit Revocation: If the User fails to immediately cease all wastewater discharges upon the revocation of his Wastewater Discharge Permit, the Commissioner may order any of the following actions to be taken:

(1) immediate termination of the User's water service;

(2) immediate severance of the User's sewer connection; and

(3) any other action designed to immediately terminate the User's wastewater discharge.

(4) All costs related to terminating or reinstating after termination the User's water and/or sewer service shall be borne by the User.

(e) Reissuance of Permit after Revocation

(1) Where a User has failed to respond to a notice of revocation in accordance with Section 501.9(c) of these Regulations and/or has failed to comply with the Commissioner's final determination order, the City may decline to reissue a permit.

(2) No permit shall be reissued until the User has submitted and completed a corrective action plan, which will ensure compliance with all Pretreatment Standards or Requirements.

(3) Prior to reissuance of a Permit the City may require the User to:

(A) file with the City a performance bond payable to the City, in a sum not to exceed a value determined by the City to be necessary to achieve consistent compliance; or

(B) submit proof that it has obtained liability insurance acceptable to the City, sufficient to restore or repair the POTW for damages that may be caused by the User's discharge.

(f) Procedure for Terminating Discharge against Non-Permitted Users

(1) Whenever the City finds that any User has violated or is violating any Pretreatment Standards or Requirements, the City may serve personally or by regular or certified mail upon such User a notice of the City's intent to terminate the User's discharge, along with a description of the User's violation(s). Notice by regular mail shall be deemed sufficient notice.

(2) Within fifteen (15) days from the date of the notice of the City's intent to terminate, the User shall respond in writing. The User's response shall include a plan for the satisfactory correction of the violation(s).

(3) The Commissioner shall consider the User's response, if any, before rendering his final determination order. The Commissioner's final determination order may direct that:

(A) the User immediately cease all wastewater contributions; or

(B) the User be prohibited from contributing wastewater into the POTW unless adequate treatment facilities are installed and operating; or

(C) the User may continue his wastewater contribution.

(4) Further orders and directives as are necessary and appropriate may be issued.

(5) If a User fails to immediately comply with the Commissioner's final determination order, the Commissioner may enforce his order by taking any or all of the actions stated in Section 502.12(d) of these Regulations. In addition, the Commissioner may use any other administrative, legal, or equitable relief available.

(6) After termination, the User may apply to the Commissioner to once again contribute wastewater into the City's system. The Commissioner may accept, deny, or condition his acceptance of the application pursuant to Section 502.12(e) of these Regulations.

(g) Administrative Orders

(1) Whenever a User has violated or continues to violate any Pretreatment Standards or Requirements, the Commissioner may issue an Administrative Order requiring the User to correct the violations and to return to compliance. The Order may require that the User take any or all of the following actions:

(A) install new or additional pretreatment facilities to ensure compliance with all Pretreatment Standards or Requirements;

(B) make operational changes to ensure compliance with all Pretreatment Standards or Requirements;

(C) meet interim and/or final deadlines by which actions and/or compliance must be achieved;

(D) conduct additional self-monitoring and additional reporting;

(E) require remediation of any damage done to the POTW or the environment;

(F) establish interim effluent limits;

(G) require the User's Wastewater Discharge Permit to be amended in accordance with these Regulations;

(H) require the User to submit information and reports;

(I) pay fines in accordance with Section 501.9 of these Regulations; or

(J) take any other action, which the Commissioner deems necessary to ensure both present and future compliance with all Pretreatment Standards or Requirements.

(2) If the User fails to comply with the Administrative Order, the User's wastewater and/or water service may be terminated. The issuance of an Administrative Order shall not be a bar against, or a prerequisite for, taking any other action against the User. If the User wishes to contest the Administrative Order, he shall file its appeal pursuant to

the Philadelphia Home Rule Charter within 30 days. Failure to appeal within this time period shall result in a waiver of all legal rights to contest the violation or any provisions contained in the Order.

**(h) Administrative Consent Orders**

The Commissioner may enter into Administrative Consent Orders establishing an agreement with any User. An Administrative Consent Order may contain any or all of the provisions contained in Section 502.12(g) of these Regulations. Administrative Consent Orders shall have the same force and effect as Administrative Orders.

**(i) Legal Action**

If any person violates any Pretreatment Standards or Requirements, the City Solicitor may commence an action for appropriate legal and/or equitable relief in the appropriate court.

**(j) Injunctive Relief**

If an Industrial User violates any Pretreatment Standards or Requirements, the City may petition the Court for an injunctive relief, which restrains or compels the activities on the part of the Industrial User.

**503.0 MISCELLANEOUS**

**503.1 City's Right of Revision**

The City reserves the right to establish by regulation more stringent limitations or requirements on discharges to the City's Wastewater System if deemed necessary to comply with the objectives presented in Section 501.1 of these Regulations.

**503.2 Severability**

If any provision, paragraph, word, section, or article of these Regulations is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

**503.3 Conflict**

All other regulations and parts of other regulations inconsistent or conflicting with any part of these Regulations are hereby repealed to the extent of such inconsistency or conflict.

**503.4 Effect of Regulations**

These Regulations shall apply to the City and to persons outside the City who are, by contract or agreement with the City, users of the POTW.

# RADNOR TOWNSHIP

## ENGINEERING DEPARTMENT



### Memorandum

To: Radnor Township Board of Commissioners

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

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

Date: February 20, 2018

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**Re: Grading Permit Application GP18-008 - NHLS Stadium Station #18-008; Requesting a waiver from §245 – Stormwater Requirements**

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SEPTA is upgrading the R100 Stadium Station, which is directly south of the recently constructed Villanova University structured parking facility. SEPTA plans to provide ADA access, passenger shelters, high level platforms, and stairs. The project will take place in the existing foot print of the station. Due to the very constricted area, they are requesting a waiver from the Township's Stormwater Management Ordinance, as noted below.







*Excellence Delivered **As Promised***

**Date:** February 19, 2018

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

**From:** Roger Phillips, PE

**RE:** Southeastern Pennsylvania Transportation Authority  
NHSL Stadium Station– Stormwater Waiver Request  
Grading Permit Application – GP 18-008

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The applicant has submitted a grading permit for the upgrades to Stadium Station. The project consists of installing accessible high-level boarding platforms, ramps and stairs; installing passenger shelters on both platforms; upgraded lighting and signage; relocation of utilities and connecting the outbound entrance of the Station to Villanova's walkway located behind the parking garage along South Ithan Avenue.

The applicant is requesting a waiver of §245-22 of the Township's Stormwater Management Ordinance due to the lack of area available to provide Stormwater control within the limitations of the property. The station is located within the area of the Villanova redevelopment.

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 email dated January 23, 2018.

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

Very truly yours,

GANNETT-FLEMING, INC.

A handwritten signature in blue ink, appearing to read 'R. Phillips', written over the company name.

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





January 29, 2018

Mr. Roger Phillips, P.E.  
Radnor Township Engineering Department  
301 Iven Avenue  
Wayne, PA 19087

**RE: Request for Stormwater Waiver**

Project Name: NHSL Stadium Station Reconstruction Project

Dear Mr. Phillips,

SEPTA is requesting a stormwater management waiver from Section 405 of the Radnor Township Stormwater Ordinance (No. 2005-11) for the NHSL Stadium Station Reconstruction project. Significant aspects of the reconstruction project include:

1. Demolition of existing inbound and outbound platforms and stairs.
2. Installation of high level platforms, ADA ramps, stairs and passenger shelters within the station footprint

The site is bordered on the northwestern side (inbound platform area) to the newly constructed Villanova University Parking Complex. On the southeastern side (outbound platform), the site borders the Stanford Hall Student Residence parking lot.

As per the discussions of the meeting held on November 10, 2016, between officials from SEPTA and the Township, SEPTA has constrained space to allow for the development of stormwater management facilities. The edge of the proposed platform on the inbound side extends to the property line between Villanova and SEPTA, leaving little to no constructible space. For this reason, SEPTA has established an easement agreement with Villanova University to construct a walkway within their property limits. (See Appendix 1)

In addition, there is also a maintenance road on the inbound side of the station between the platform and the Stafford Hall parking lot. This maintenance road is used routinely by SEPTA and other utility companies including PECO to maintain their service lines. This further reduces available space at this station. Please see Appendix 2 for the proposed Site Plan of the station.

For the reasons provided above, SEPTA is requesting a waiver from Section 405 of the Radnor Township Stormwater Ordinance (No. 2005-11) for the NHSL Stadium Station Reconstruction project. Please let me know if you have any questions or concerns on this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Taron Booker', is written over a light blue horizontal line.

Taron Booker, P.E.  
Manager of Civil Engineering  
1234 Market Street, 13th Floor  
Philadelphia, PA 19107  
[tbooker@septa.org](mailto:tbooker@septa.org)  
215.580.7965

**Attachments:**

- Appendix 1 – Temporary Construction License Agreements
- Appendix 2 – Proposed Site Plan

# **APPENDIX 1**

EXECUTION DOCUMENT

TEMPORARY CONSTRUCTION LICENSE AGREEMENT  
BY AND BETWEEN VILLANOVA UNIVERSITY, LICENSOR, AND  
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY,  
LICENSEE, REGARDING USE OF VILLANOVA UNIVERSITY'S PROPERTY FOR  
AN ACCESS AND STAGING AREA IN CONNECTION WITH THE NORRISTOWN  
HIGH SPEED LINE STADIUM STATION RECONSTRUCTION PROJECT

SEPTA REGISTRY NO. 6048

THIS LICENSE AGREEMENT ("Agreement") is made and entered into on this 21<sup>st</sup> day of December, 2017, by and between Villanova University ("Licensor" or "Villanova"), a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania with its principal office located at 800 Lancaster Avenue, Villanova, Pennsylvania 19085, and Southeastern Pennsylvania Transportation Authority ("Licensee" or "SEPTA"), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10<sup>th</sup> Floor, Philadelphia, Pennsylvania 19107-3780 (each a "Party", both "Parties").

BACKGROUND AND RECITALS

WHEREAS, SEPTA owns the property known as Stadium Station located along the Norristown High Speed Line ("Station"), at or near mile post 6.77 in Villanova, Pennsylvania; and

WHEREAS, SEPTA is undertaking a major enhancement project ("Project") to modernize the Station and improve accessibility thereto; and

WHEREAS, the Project shall consist of: (1) installing accessible high-level boarding platforms, ramps and stairs; (2) installing passenger shelters on both platforms; (3) upgraded lighting and signage; (3) relocating utilities as required to accommodate the new Station layout; and (4) connecting the outbound entrance of the Station to Villanova's walkway located behind the parking garage along South Ithan Ave; and

WHEREAS, Licensor is the owner of property ("Property") that is located adjacent to the Station on the outbound side, which is identified and set forth on Attachment 1 titled "Stadium Station Norristown High Speed Line Reconstruction General Temporary Construction License Plan"; and

WHEREAS, SEPTA desires to obtain a temporary construction license from Licensor, for a portion of the Property shown hashed on Attachment 1, titled "Licensed Area" as further defined below, for access from Licensor's property to the Station as well as temporary storage of equipment and materials as needed for the Project ("Permitted Use"); and

## EXECUTION DOCUMENT

WHEREAS, Licensor is willing to grant to SEPTA a license ("License") to use the Licensed Area in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties do hereby covenant and agree as follows:

### ARTICLE I RECITALS, DEFINITIONS, AND ATTACHMENTS

#### Section 1.1 Recitals and Background.

The recitals and background above are hereby incorporated into the body of the Agreement.

#### Section 1.2 Certain Defined Terms.

For purposes of the Agreement, the terms set forth in this section whenever capitalized in the Agreement shall have the indicated meanings. When used in the Agreement the singular shall apply to the plural, the plural to the singular and the use of any gender shall apply to all genders.

- a. "License" is defined in the background and recitals of this Agreement.
- b. "License Fee" for the License is One-Thousand-Three-Hundred Dollars (\$1,300.00) per year, which is payable to Licensor upon execution of this Agreement.
- c. "Licensed Area" is the portion of the Property that is the subject of the License and is shown hatched on Attachment 1, and consisting of approximately 3,280 SF. Attachment 1 is a drawing dated 11/3/17, prepared by SEPTA and titled "Stadium Station Norristown High Speed Line Reconstruction General Temporary Construction License Plan." The Parties agree that the Licensed Area is approximately 3,280 square feet.
- d. "Licensor" is defined in the background and recitals of this Agreement.
- e. "Monthly License Fee" for months of an Extension Term shall be \$110 per month.
- f. "Notice to Proceed" is defined as the starting date that the contractor can begin work subject to the conditions of this Agreement.
- g. "Party"; "Parties"; "Party" is defined as either SEPTA or Licensor, individually. "Parties" is defined as SEPTA and Licensor, collectively.
- h. "Permitted Use" is defined in Article IV and Sections 4.1-4.4 of this Agreement.

## EXECUTION DOCUMENT

- i. "Property" is defined in the background and recitals hereof.
- j. "Station" is defined in the background and recitals hereof.

### Section 1.3 Attachment.

Below is the document, which is hereby attached to the Agreement. The Parties agree that the document is incorporated into and made a part of the Agreement.

Attachment 1: Plan of the Licensed Area.

## ARTICLE II GRANT OF LICENSE

### Section 2.1 Grant Of License.

Licensor hereby grants to SEPTA and SEPTA accepts from Licensor the License under which SEPTA will use the Licensed Area for the Permitted Use under the terms and conditions set forth herein.

## ARTICLE III TERM

### Section 3.1 Term.

The term ("Term") of the Agreement and the License established thereby shall be one (1) year, commencing on the date on which the Notice to Proceed is issued by SEPTA to its contractor ("Commencement Date") and terminating one (1) year thereafter ("Termination Date"). SEPTA shall provide written notice to Licensor when the Notice to Proceed is issued. In the event that the Project is not completed prior to the Termination Date, the Parties agree to extend the Term and Termination Date in accordance with the provisions of this Section 3.1. Upon prior written notice to Licensor, Licensee shall have the right to extend the Term and the Termination Date on a "month-to-month basis" ("Extension Term"). During the Extension Term, the License shall continue month to month under the same terms and conditions of the Agreement until the Project is complete.

## ARTICLE IV USE

### Section 4.1 Permitted Use.

a. The License shall be only for the Licensed Area. The Licensed Area may only be used by SEPTA and/or its contractor, subcontractor and/or agent for access related to the Project, as well as the storage of materials and equipment and for no other purpose.

## EXECUTION DOCUMENT

b. SEPTA shall have continuing access to the Licensed Area at all times and in all reasonable manner as may be necessary to facilitate the Project. SEPTA shall also restore and return the Licensed Area in as good order and condition as existed at said Licensed Area prior to the use and occupation thereof by SEPTA prior to the end of the Term or Extension Term or within ninety (90) days thereafter. Should the restoration not be completed as set forth above, Licensor, after fifteen (15) days of prior written notice to SEPTA, shall have the right to effect such restoration with the costs therefore being reimbursed immediately by SEPTA upon demand by Licensor.

c. Licensor shall keep the Property accessible so that SEPTA may exercise its use of the License as permitted in accordance with the Agreement.

d. SEPTA understands and acknowledges that the Licensed Area is adjacent to a fire lane, which is identified as "Fire Lane" on Attachment 1 ("Fire Lane"). The Parties agree that during the term of this Agreement, SEPTA and/or its contractors shall be permitted to use the existing Fire Lane to access the Licensed Area. SEPTA shall comply with all applicable local, state, and federal laws as they pertain to keeping the Fire Lane open and accessible in case of emergency during the entire term of this Agreement.

### Section 4.2 Legality Of SEPTA's Use.

SEPTA is exclusively responsible for, and Licensor bears no responsibility for, determining whether any use of the Licensed Area permitted under the Agreement is otherwise permissible under federal, state and local laws.

### Section 4.3 Approvals For SEPTA's Use.

SEPTA is exclusively responsible for, and Licensor bears no responsibility for, obtaining all necessary permits, all zoning and subdivision approvals and all other authorizations necessary for SEPTA's use or uses of the Licensed Area, if any.

### Section 4.4 Definition of the "Permitted Use".

Article IV and its Sections 4.1 through 4.4 shall collectively have the meaning of and constitute the definition of Permitted Use, for and in connection with the terms and conditions of this Agreement.

## ARTICLE V LICENSE FEE

### Section 5.1 License Fee; Monthly License Fee.

## EXECUTION DOCUMENT

The License Fee for the License shall be paid to Licensor upon execution of this Agreement. Should the initial Term be extended per Section 3.1, then on or before the first day of each month of the Extension Term, SEPTA covenants and agrees to pay the Monthly License Fee to Licensor, in accordance with the terms and conditions of this Agreement.

### ARTICLE VI DAMAGE

#### Section 6.1 SEPTA Accepts Licensed Area "As Is".

SEPTA acknowledges that SEPTA has examined the Licensed Area and that SEPTA accepts the Licensed Area "as is" based solely upon its own investigation and without warranty by Licensor as to the condition or suitability of the Licensed Area for SEPTA or for any use permitted to SEPTA under the Agreement.

#### Section 6.2 Damage.

If SEPTA or any of its contractors, agents, employees, or invitees causes any damage or makes any modifications or alterations to the Property, any structure or building, or any personal property that is situated on or around the Property, SEPTA shall make or provide for complete and thorough repairs that fully and reasonably correct the damage. Any damage to the Licensed Area must be repaired by SEPTA prior to the end of the Term or Extension Term or within ninety (90) days thereafter. Should any such damage not be repaired within the time constraints set forth above, Licensor, after fifteen (15) days of prior written notice to SEPTA, shall have the right to effect such repairs with the costs therefore being reimbursed immediately by SEPTA upon demand by Licensor.

### ARTICLE VII INDEMNIFICATION AND INSURANCE

#### Section 7.1 Indemnification.

a. For § 7.1 of the Agreement (i) "SEPTA" means SEPTA, its employees, servants, officers, board members, agents, subcontractors, consultants, lessees, sublessees, licensees, subsidizers, invitees, successors and assigns; and (ii) "Licensor" means Licensor, its contractor or contractors, its employees, servants, officers, board members, agents, concessionaires, invitees, successors and assigns.

b. To the maximum extent permissible by law, SEPTA hereby agrees to defend, indemnify, and hold harmless Licensor, its successors, assigns, officers, agents and employees from all claims, losses, demands, damages, suits, liabilities, actions, settlement payments or expenses (including, but not limited to the fees and costs of attorneys and other professionals) of any kind or nature whatsoever, brought for or on account of injury to persons (including death) and damage to and loss of property which



## EXECUTION DOCUMENT

result from, are caused by or arise out of SEPTA's use of the Licensed Area, to the extent that any act, omission, neglect or misconduct is due to SEPTA's officers, agents, employees, contractors, subcontractors, invitees, or patrons. It is specifically not intended, however, that SEPTA either releases, indemnifies or holds Licensor harmless for damages or injuries to persons (including death) caused by, arising out of or related to Licensor's own negligence or misconduct.

c. SEPTA hereby remises, releases and forever quitclaims and discharges Licensor and its successors, assigns, officers, agents, employees, servants, board members, invitees and subsidizers from and against any and all claims, losses, demands, damages, suits, liabilities, consequential damages, charges, penalties, fines, settlement payments or expenses (including, but not limited to, the reasonable fees and costs of attorneys and other professionals) of any kind or nature whatsoever, whether known or unknown, accrued or unaccrued, suspected or unsuspected, relating to, or in connection with, or arising out of bodily injury, sickness, disease or death, loss of income, loss of property, loss of use of property, or damage to or destruction of property (including, but not limited to, SEPTA's property and/or the property of third parties) that SEPTA, its invitees, employees, agents, representatives, and any other persons claiming under or through SEPTA, may suffer or sustain as a result of using the Licensed Area, or while upon the facilities, property or remises of Licensor in connection therewith, when and to the extent said losses, damages, personal injuries or death result from the negligence of SEPTA, its officers, agents or employees, or are otherwise caused.

d. Nothing contained in this agreement shall constitute a waiver by SEPTA of any rights conferred upon SEPTA by the SEPTA Enabling Act or other applicable laws, nor a waiver by SEPTA of any of its rights with respect to the subject matter hereof. Nothing contained in this Agreement shall be construed as a waiver by SEPTA of those rights, defenses, immunities and limitations on damages available to SEPTA under the Sovereign Immunity Act, 42 Pa. Cons. Stat. Ann. § 8521 et seq., as may be amended from time to time, nor as a limitation on the rights or defenses available to SEPTA under law.

### Section 7.2 Insurance

a. SEPTA is a self-insured entity under Pennsylvania insurance law, and SEPTA agrees to self-insure to the extent and of the nature appropriate to fulfill its obligations under this Agreement. SEPTA shall provide to Licensor a certificate of insurance or other evidence of self-insurance certifying this requirement.

## ARTICLE VIII TAXES AND ASSESSMENTS

### Section 8.1 Taxes And Assessments.

EXECUTION DOCUMENT

SEPTA, as a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, is exempt from taxation pursuant to 74 Pa.C.S.A. § 1781. University is tax-exempt pursuant to the Pennsylvania Constitution, Article VIII, Section 2(a) (v), and the Pennsylvania Institutions of Purely Public Charities Act, 10 P.S. § 371 *et seq.*

ARTICLE IX  
ASSIGNMENT

Section 9.1 Assignment By SEPTA Prohibited.

The rights conferred hereby shall be the privilege of SEPTA only. SEPTA may not assign or transfer the Agreement or License or use the License or act thereunder other than for the purpose stated herein without the written consent and agreement of Licensor being first had and obtained.

ARTICLE X  
NOTICES

Section 10.1 Notices.

Every notice, approval, consent, demand or other communication required or permitted under the Agreement shall be deemed sufficiently given by one Party when received by the other Party after being sent postage prepaid by United States Postal Service certified or registered mail or by overnight courier addressed as follows:

If to SEPTA: Director of Real Estate  
Southeastern Pennsylvania Transportation Authority  
1234 Market Street, 10<sup>th</sup> Floor  
Philadelphia, PA 19107-3780

with a copy to: General Counsel  
Southeastern Pennsylvania  
Transportation Authority  
1234 Market Street, 5<sup>th</sup> Floor  
Philadelphia, PA 19107-3780  
Fax #: 215-580-7078

If to Licensor: Vice President for Facilities Management  
Villanova University  
800 Lancaster Avenue  
Villanova, PA 19085  
Fax #: 610-519-6903

with a copy to: Vice President and General Counsel

## EXECUTION DOCUMENT

Villanova University  
800 Lancaster Avenue  
Villanova, PA 19085  
Fax #: 610-519-7875

Either Party may change its address by notice given to the other.

### ARTICLE XI HAZARDOUS SUBSTANCES

#### Section 11.1 Hazardous Substances.

a. SEPTA will not use and will not allow the Licensed Area to be used for the generation, release, storage, use, treatment, removal, disposal or other handling of any "Hazardous Substance." "Hazardous Substance" means without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals that are known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances that are declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government that has jurisdiction over the Work and/or the SEPTA Property. The term "release" as used within this section shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a hazardous substance under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, or regulation.

b. As to SEPTA's use of the Licensed Area, SEPTA and SEPTA's contractor shall, at no expense to Licensor, comply with all laws regulating the use, generation, storage, transportation and disposal of Hazardous Substances, hereinafter called Environmental Laws.

c. As to SEPTA's use of the Licensed Area and its contractor's activities within the Licensed Area, SEPTA and SEPTA's contractor shall, at no expense to Licensor, maintain all records and make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under all Environmental Laws.

d. Should any governmental authority or any third-party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that is caused by SEPTA's use of the Licensed Area or SEPTA's contractor's work within the Licensed Area, then SEPTA

## EXECUTION DOCUMENT

and/or its contractor shall, at no expense to Licensor, prepare and submit the required plans and all applicable financial assurances; and SEPTA and/or its contractor shall carry out all such clean-up plans (which shall have the prior written approval of Licensor) at no expense to Licensor.

e. If Licensor requests from SEPTA information regarding the use, generation, storage, transportation or disposal of Hazardous Substances relating to SEPTA's use of the Licensed Area or SEPTA's contractor's work within the Licensed Area, SEPTA shall promptly provide such information to Licensor. If SEPTA fails to fulfill any duty imposed under sections 7.1 within a reasonable time following SEPTA's receipt or constructive receipt of written notification, Licensor may do so and charge SEPTA for all reasonable expenses incurred by Licensor; and in such case, SEPTA shall reasonably cooperate with Licensor in order to prepare all documents Licensor deems necessary or appropriate to determine the applicability of the Environmental Laws to the Licensed Area and SEPTA's activities, and for compliance therewith, and SEPTA shall execute all reasonably required documents promptly upon Licensor's request. No such action by Licensor and no attempt made by Licensor or SEPTA to mitigate damages under Environmental Laws shall constitute a waiver of any of SEPTA's obligations under this Agreement.

f. SEPTA shall, to the maximum extent permissible by law, indemnify, defend, and hold harmless Licensor, except to the extent Licensor is negligent in whole or in part, from and against all fines, suits, procedures, claims, and actions of every kind (including, but not limited to the costs of remediation), and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances caused by SEPTA's use of the Licensed Area or by SEPTA'S failure to provide all or any information, make all or any submissions, and take all or any steps required by all governmental authorities under Environmental Laws or this agreement with respect thereto. Notwithstanding any other provision of the Agreement, SEPTA's obligations hereunder shall not exceed or be contrary to the immunities, limitations and defenses available to SEPTA under the Sovereign Immunity Act of 1980, October 5, P.L. 639, No. 142, § 221(1) (42 Pa.C.S. §§ 8501 *et seq.*), or any other law.

## ARTICLE XII NON-DISCRIMINATION COVENANTS

### Section 12.1 Non-Discrimination In The Use Of The License.

a. SEPTA for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated in or on the Licensed Area for a purpose for which a United States Department of Transportation program or activity is extended

## EXECUTION DOCUMENT

or for another purpose involving the provision of similar services or benefits, SEPTA shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 of the Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

b. SEPTA for itself, its successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the Licensed Area and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, and (3) that SEPTA shall use the Licensed Area in compliance with all other requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

### ARTICLE XIII MISCELLANEOUS PROVISIONS

#### Section 13.1 Governing Law, Forum Selection, And Consent To Jurisdiction.

All matters or claims arising out of, related to, or in connection with the Agreement or the relationship between the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with the Agreement or the relationship between the Parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts that are located in the County of Delaware, Pennsylvania, irrespective of any procedural rules or laws related to venue and *forum non conveniens*, including but not limited to any choices that the Parties may have under any such rules or law. The Parties hereby expressly consent to the jurisdiction of the state and federal courts that are located in the County of Delaware, Pennsylvania, and hereby expressly and irrevocably waive any objection that the Parties may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in the County of Delaware, Pennsylvania, and (ii) to any claim that such court is inconvenient or lacks personal jurisdiction over the Parties. The Parties represent and acknowledge that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by the Parties.

## EXECUTION DOCUMENT

Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by the Parties of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

### Section 13.2 Recording Of The Agreement Prohibited.

Neither the Agreement nor a short form or memorandum thereof shall be recorded in the public records.

### Section 13.3 No Joint Venture.

The Parties expressly disclaim any intention to create a joint venture or partnership.

### Section 13.4 Third-Party Beneficiary.

Nothing contained in the Agreement shall be construed so as to confer upon any other party the rights of a third-party beneficiary.

### Section 13.5 No Modification.

The Parties intend that this writing be the final expression of their agreement and the complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Agreement. Acceptance of, or acquiescence in, a course of performance rendered under the Agreement or any prior agreement between the Parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of the Agreement. No representations, understandings or agreements have been made or relied upon in the making of the Agreement other than those specifically set forth herein. The Agreement can be modified only by a writing signed by the Party against whom the modification is enforceable.

### Section 13.6 Severability.

If any portion of any term or provision of the Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

## EXECUTION DOCUMENT

### Section 13.7 Scope Of Agreement.

This Agreement contains the complete understanding of the parties and all representation and agreements between them with respect to the Agreement, the License, the Licensed Area, the Property, and supersedes any and all previous arrangements or understandings, either verbal or in writing, regarding the Agreement, the Licensed, the Licensed Area or the Property.

### Section 13.8 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or email pdf file signature page shall be deemed an original.

[Except for the page number, the remainder of the page is intentionally blank.]

EXECUTION DOCUMENT

IN WITNESS WHEREOF, the Parties have executed the Agreement by their duly authorized officers or representatives, as of the date above written.

Villanova University, Licensor  
By: RAM  
Name: Robert H. Morro, PE.  
Title: Vice President, Facilities Management  
Date: 12-15-17

Witness:  
By: \_\_\_\_\_ (Attest)

Southeastern Pennsylvania  
Transportation Authority, Licensee  
By: Jeffrey D. Knueppel  
Name: Jeffrey D. Knueppel,  
Title: General Manager  
Date: 12/21/17

Witness:  
By: Carol R. Lobby (Attest)  
Name: Carol R. Lobby  
Title: Secretary  
Date: 12/21/17

Approved as to Form:  
By: Julie Altman Bone  
Office of the General Counsel, SEPTA  
(CD #4506)



EXECUTION DOCUMENT

Attachment 1

Stadium Station Norristown High Speed Line Reconstruction General Temporary  
Construction License Plan

# EXECUTION DOCUMENT

**STADIUM STATION**  
**KORISTAN HIGH SPEED LINE**  
**RECONSTRUCTION**

GENERAL  
 TEMPORARY CONSTRUCTION LICENSE PLAN


SCALE: 1:100

DATE: 05/10/2010

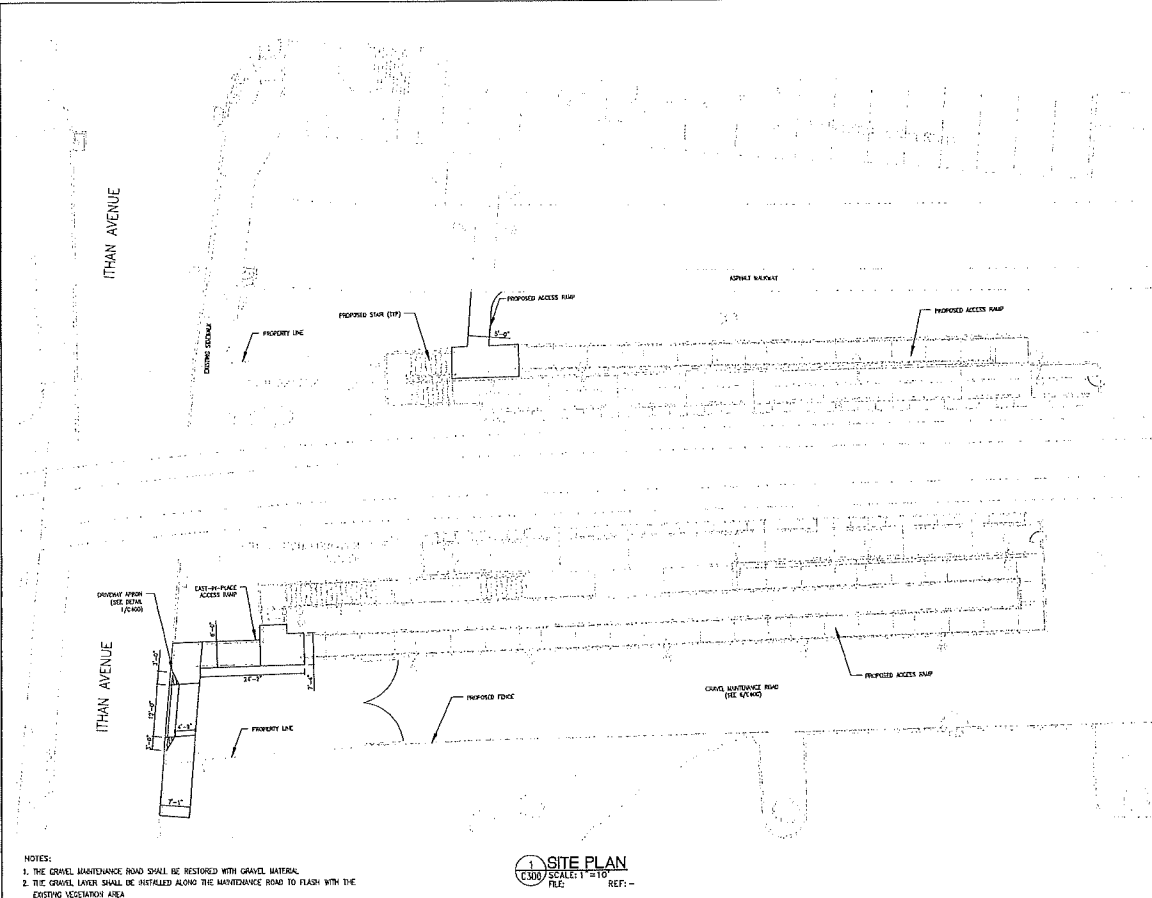
PROJECT NO: 10100

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
3. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES IN PLACE AT ALL TIMES.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATIONS AND STANDARDS.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY CONSTRUCTION ELEMENTS AT THE END OF THE PROJECT.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE LOCAL COMMUNITY AT ALL TIMES.



# **APPENDIX 2**



**LEGEND**

(Symbol)	LIGHTING POLE
(Symbol)	PEDESTRIAN CROSSWALK
(Symbol)	EXISTING OVERHEAD CABLE
(Symbol)	EXISTING UTILITY POLE
(Symbol)	FENCE
(Symbol)	EXISTING LIGHT POLE
(Symbol)	CONTROL BENCH/MARKER
(Symbol)	ELECTRICAL MANHOLE
(Symbol)	PROPERTY LINE

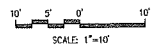


NO.	DESCRIPTION	DATE	BY	CHKD.
1				
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**STADIUM STATION RECONSTRUCTION CIVIL SITE PLAN**

- NOTES:**
1. THE GRAVEL MAINTENANCE ROAD SHALL BE RESTORED WITH GRAVEL MATERIAL.
  2. THE GRAVEL LAYER SHALL BE INSTALLED ALONG THE MAINTENANCE ROAD TO FLASH WITH THE EXISTING VEGETATION AREA.

**1 SITE PLAN**  
 C-300 SCALE: 1"=10'  
 FILE REF: -



DATE	11/15/15
PROJECT	STADIUM STATION RECONSTRUCTION
CLIENT	STATE OF NEW YORK
DESIGNER	11AF-C300

DATE PLOTTED: 11/15/15 11:58 AM

**RESOLUTION NO. 2018-31  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, APPROVING THE WAIVER OF LAND  
DEVELOPMENT OF WALKER FAMILY PROPERTIES, LLP FOR  
THE PROPERTY LOCATED AT 372 WEST LANCASTER AVENUE**

*WHEREAS*, the Walker Family Properties, LLP (“Applicant”) submitted a request for a waiver of land development for the construction of new medical offices located at 372 West Lancaster Avenue (“Property”); and

*WHEREAS*, the subject premises is zoned C-2 Commercial and currently contains a one-story building which has been used as a restaurant. The Applicant is proposing to remove the existing 5,570 square foot restaurant building footprint and replace it with a three-story building with an approximately 5,200 square foot three-story building footprint.

*NOW, THEREFORE*, be it hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby waive the land development process as set forth in Sections 255-14 and 255-15 of the Township’s subdivision ordinance for the Walker Family Properties, LLC. As described on a plan prepared by Site Engineering Concepts, LLC, dated January 12, 2018, consisting of one sheet (“Plan”), subject to the following conditions:

1. Applicant shall execute a Stormwater Management Operation and Maintenance Agreement in a form and manner approved by the Township Solicitor.
2. Applicant shall prepare and submit to the Township a Site Plan in a recordable form prior to issuance of a building permit.
3. Prior to the recording of the Plan, the Applicant shall have paid, in full, all appropriate fees applicable to this project, including, park and recreation fees as required under Chapter 255, Subdivision of Land, of the Radnor Township Code.
4. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, including, but not limited to: Pennsylvania Department of Environmental Protection, Delaware County Conservation District, and Pennsylvania Department of Transportation.
5. Applicant shall execute Development Agreements and all other development documents (including all necessary agreements, easements, deeds of dedication and declarations), all in a form and manner to be approved by the Township Solicitor; Applicant shall post sufficient financial security in a form acceptable to the Township.

6. Applicant shall comply with all other applicable Township Ordinances with respect to sewage, stormwater management, grading, zoning, and building codes, as well as, comply with all other applicable Township, County, Commonwealth, and Federal rules, regulations, codes, ordinances, and statutes.

**SO RESOLVED**, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**RADNOR TOWNSHIP**

By: \_\_\_\_\_

Name: Lisa Borowski

Title: President

ATTEST: \_\_\_\_\_



**Gannett Fleming**

*Excellence Delivered **As Promised***

**Date:** February 5, 2018

**To:** Radnor Township Board of Commissioners

**From:** Roger Phillips, PE

**cc:** Robert Zienkowski – Township Manager  
Stephen Norcini, P.E. – Director of Public Works  
Kevin W. Kochanski, RLA, CZO – Director of Community Development  
John Rice, Esq – Grim, Biehn, and Thatcher  
Amy Kaminski, PE – Gilmore and Assoc.  
Steve Gabriel - Rettew

**RE:** 372 West Lancaster Ave  
Waiver of Land Development

---

The applicant is requesting a waiver of the Township's Land Development process for the above referenced project located at 372 West Lancaster Avenue.

The applicant is proposing to remove the existing 5,570 square foot restaurant building footprint and replace it with a three-story building with an approximately 5,200-square foot 3 story building footprint. This project will reduce the total impervious coverage on the site from 66.3% to 65.3%. Also, the existing side yard non-conformity will be brought into conformity with the existing side yard being 10.9 feet and the proposed side yard 20.5 feet. The applicant is required to complete the grading permit process, which will include the review and approval of the required stormwater management system. The plan as proposed is in conformance with all applicable Zoning requirements.

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



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

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

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

**Nick@piercecanigliataylor.com**

January 15, 2018

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



**Re: Application of Walker Family Properties, LLP**  
**372 West Lancaster Avenue, Wayne, PA**  
**Request for Waiver of Land Development**

Dear Steve:

Please present the above to the Board of Commissioners for a waiver of the Land Development process for the construction of new medical offices for Dr. Rocklan Walker. The subject premises is zoned C-2 Commercial and currently contains a one-story building which has been used as a restaurant. The proposed new building will comply with all zoning and lands use requirements. Enclosed with this letter are the following: (1) Sketch Plan; (2) Elevations; (3) Traffic Report.

Dr. Walker is a lifelong resident of Radnor Township and attended the Radnor public schools. He has operated his medical practice known as Radnor Family Practice for the last 16 years, first at his father's dental office building on King of Prussia Road and since 2010 at 427 E. Lancaster Avenue in Wayne. In 2010 his practice was joined by the Wayne Family Practice which has existed for 45 years.

The expansion of Dr. Walker's practice requires increased office space. The site at 427 E. Lancaster was non-conforming as to the office use. He requested relief from the Zoning Hearing Board for an increase in office space at this location but the request was denied. He sold this location and purchased the new property at 372 West Lancaster Avenue on August 3, 2017. Currently his practice is being operated out of temporary trailers at the 372 West Lancaster Avenue site. Clearly time is of the essence in his being placed in permanent office space.

**Walker**



**Page 2**  
**1/15/18**

The only change to the site is to remove the existing restaurant, box-looking, 5,570 square foot building footprint and replace it with a three story building with a 5,200 square foot building footprint. The existing non-conformity in regards to side-yard setback will be brought into conformity. The total impervious coverage will be reduced. The existing site provides for no storm-water management. The proposal calls for managing storm-water for the new building footprint.

The attached Traffic Analysis indicates a reduction in daily and peak hour traffic as compared to the existing restaurant use. The required number of parking spaces will comply with the ordinance.

Outside of the above description, no other changes are being proposed for the site. There is no review that needs to be conducted by the Township Boards. Dr. Walker will still need to proceed through the township permit requirements for grading, storm-water, and building.

Please schedule this request before the Board of Commissioners at the next available meeting.

Thank you for your time and consideration.

Very truly yours,

A handwritten signature in black ink, reading "Nicholas J. Caniglia". The signature is written in a cursive, flowing style.

**NICHOLAS J. CANIGLIA**

c. John Rice, Esquire



**F. Tavani and Associates, Inc.**  
**Traffic Engineering and Planning**

---

**105 Kenilworth Street • Philadelphia • PA • 19147 • (215) 625-3821 Phone • (484) 792-9495 Fax**  
**www.FTAVANIASOCIATES.COM**

16 January 2018

Rocklan Walker  
Walker Family Properties, LLC  
314 Chamounix Rd.  
Wayne, PA 19087

*VIA ELECTRONIC MAIL ONLY*

**RE: 327 W. Lancaster Avenue,  
Trip Generation Investigations,  
Radnor Township, Delaware County**

**FTA Job # 218-004**

Dear Dr. Walker:

F. Tavani and Associates, Inc. (FTA) has performed trip generation investigations of your proposed medical office building project in Wayne.

**EXISTING SITE CONDITIONS**

The existing site is occupied by a now-closed restaurant which served lunch and dinner seven days a week. The restaurant was part of a chain and was called *Carmel Café & Wine Bar*. It was open 11 AM to 11 PM Monday through Saturday and 10 AM to 9 PM on Sunday, on which day brunch was also served. This restaurant featured 175 seats in an area totaling about 5,500 SF.

This site has hosted several different restaurants over the years, and for approximately twenty years had been a *Denny's* which served breakfast, lunch, and dinner seven days a week.

**PROPOSED SITE CONDITIONS**

The proposed plan includes medical office space. Specifically 12,480 SF of leasable space is proposed. The space is anticipated to be leased to physicians, including your practice which is currently located elsewhere in Radnor Township. The leased space is expected to be in use principally during weekdays.

**TRIP GENERATION – EXISTING vs PROPOSED USE**

Trip generation activity for many land uses can be investigated utilizing the Institute of Transportation Engineers' (ITE) publication entitled Trip Generation Manual (10<sup>th</sup> edition, 2017). Radnor Township also provides guidance on trip generation in its SALDO ordinance, and in fact applicants are directed to use township rates when conducting traffic studies. Township trip generation information is limited; for example, it only contains trip generation rates for fast-food restaurants – no other type of restaurant is mentioned. The Township trip generation rates are also based on dated research which is now over 40 years old as shown in the footnotes of the Township exhibit. Because of the limited and dated nature of Township trip generation rates, trip generation investigations for this site are possibly inaccurate if based

solely on Township trip generation rates alone. Accordingly, trip generation investigations for your site were conducted twice – once using available Township rates and again using modern ITE data – to provide the most insight into your project.

The first table below shows the estimated trip generation for both the existing use (restaurant) and the proposed use (medical office) using Township rates. The second table uses ITE rates.

**TRIP GENERATION – TOWNSHIP METHOD**

LAND USE	DAILY TWO-WAY			AM PEAK HOUR			PM PEAK HOUR		
	<u>WEEKDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>
restaurant <sup>1</sup>	462	462	462	6	4	10	40	36	76
office <sup>2</sup>	661	0	0	20	2	22	35	35	70

As shown, the proposed use generates comparable weekday peak hour traffic. On a weekly basis, the proposed use also generates comparable traffic, per the Township trip generation analysis<sup>3</sup>.

**TRIP GENERATION – ITE METHOD**

LAND USE	DAILY TWO-WAY			AM PEAK HOUR			PM PEAK HOUR		
	<u>WEEKDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>
restaurant <sup>4</sup>	617	673	785	30	25	55	33	21	54
office <sup>5</sup>	435	107	0	27	8	35	12	32	44

As shown, the proposed use generates lower weekday peak hour traffic. On a weekly basis, the proposed use generates significantly lower traffic, per the ITE trip generation analysis<sup>6</sup>.

<sup>1</sup> Township TG rates are not available for non-fast food restaurants so “neighborhood” shopping center TG rates were used. This TG rate is expressed as trips per KSF of GFA; an estimate of 5.5 KSF of GFA was made based on plans of the building which Gabe Clark provided.

<sup>2</sup> Township TG rates for medical office during the AM peak hour are not provided so office TG rates are used for that hour.

<sup>3</sup> The existing use generates 3,234 trips over the course of a week while the proposed use generates 3,305 trips. (Twp rates).

<sup>4</sup> Based on ITE LUC 932; see attachments.

<sup>5</sup> Based on ITE LUC 720; see attachments.

<sup>6</sup> The existing use generates 4,543 trips over the course of a week while the proposed use generates 2,282 trips. (ITE rates).

Rocklan Walker  
16 January 2018  
Page 3 of 3

**CONCLUSIONS**

Daily and peak hourly trip generation of your proposed use will be lower than the existing use. In fact, overall weekly trip generation will be significantly lower. Your project will have a traffic impact on surrounding intersections which is less than the current use. This is particularly true on Saturdays and Sundays.

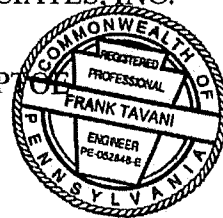
If you have any questions please contact me at your convenience.

Yours truly,

F. TAVANI AND ASSOCIATES, INC.



FRANK TAVANI P.E., P.C.E.  
Principal



attachments  
(Township trip generation table plus ITE information)

cc: Gabe Clark  
(via email only)

SUBDIVISION OF LAND

255 Attachment 4

Township of Radnor

Trip Generation Rates (4)(5)(6)

Type of Land Use	Type of Development	Average Weekday Generation Rates	A.M.		P.M.		Peak-Hour Rates		Peak Shopping Hour Generated Rates	
			In	Out	In	Out	Total	In	Out	Total
Residential	Single-family detached	9.5 per occupied D.U.	0.21	0.64	0.85	0.77	0.29	0.29	0.58	
	Single-family attached	8.1 per occupied D.U.	0.18	0.55	0.73	0.65	0.25	0.25	0.50	
	Apartment	6.9 per occupied D.U.	0.15	0.47	0.62	0.55	0.21	0.21	0.42	
	Mobile home	6.1 per occupied D.U.	0.14	0.41	0.55	0.49	0.18	0.18	0.36	
Commercial	Retirement village	3.3 per occupied D.U.	0.14	0.20	0.34	0.27	0.10	0.10	0.20	
	Shopping center									
	Regional (GFA over 400,000 square feet)	33 per 1,000 square feet GFA	0.40	0.20	0.60	1.70	2.50	2.00	4.50	
	Community (GFA 100,000 to 400,000 square feet)	58 per 1,000 square feet GFA	0.80	0.40	1.20	2.80	3.50	3.50	7.00	
	Neighborhood (GFA less than 100,000 square feet)	84 per 1,000 square feet GFA	1.00	0.80	1.80	7.20	7.50	7.10	14.60	
	Freestanding retail store	69 per 1,000 square feet GFA	0.60	0.40	1.00	4.70	9.70	5.50	10.90	
	Fast-food restaurant	2,100 per restaurant	(2)	(2)	0.60	1.40	2.60	1.40	315(3)	
	Motel	10 per unit	0.30	0.30	0.60	0.38	0.60	0.40	0.80	
	Medical offices	53 per 1,000 square feet GFA	(2)	(2)	2.80	2.80	5.60	1.00	2.00	
	Business offices	10.3 per 1,000 square feet GFA	1.60	0.20	1.80	0.40	2.30	(1)	(1)	
Industrial	Single building over 500,000 square feet GFA	4.2 per 1,000 square feet GFA	0.38	0.16	0.54	0.30	0.43	(1)	(1)	
	Single building over 500,000 square feet	4.9 per 1,000 square feet GFA	0.45	0.19	0.64	0.36	0.51	(1)	(1)	
Institutional	Warehouse	5.5 per 1,000 square feet GFA	0.57	0.25	0.82	0.39	0.55	(1)	(1)	
	Colleges	2.5 per student	0.17	0.03	0.20	0.05	0.17	(1)	(1)	
	Junior college	1.4 per student	0.17	0.03	0.20	0.05	0.17	(1)	(1)	
	High schools	1.4 per student	0.21	0.07	0.28	(2)	(2)	(1)	(1)	
	Elementary schools	0.5 per student	(2)	(2)	0.80	0.65	0.90	0.38	0.91	
Hospitals	14 per bed	0.56	0.24	0.80	0.65	0.90	0.38	0.91		

NOTES:  
 (1) Not applicable; Peak coincides with a.m. or p.m. street peak hours.  
 (2) Data not available.  
 (3) Store peak, noon to 1:00 p.m.  
 (4) The rates shall be reviewed biennially by the Township Planner and the Planning Commission for any changes that may be appropriate. The applicant is required to use the rates where applicable. Where the appropriate data is not available, the developer shall provide the rates and document the appropriate source. If the developer requests to use significantly different rates than those given, he shall submit the rates and the specific justification to the Planning Commission prior to submission of the transportation impact study for its approval or denial.  
 (5) D.U. = dwelling unit; GFA = gross floor area.  
 (6) Sources:

- A. "Guidelines for Driveway Design and Location," Traffic Engineering, February 1973.
- B. Trip Generation by Land Use. Manicopa Assoc. of Governments, Urban Area of Manicopa County, Arizona, April 1974.
- C. Caltrans Progress Reports on Trip Ends Generation Research Counts. Dept. of Transportation, State of California, 1970 through 1974.
- D. "Trip Generation Study Provides Useful Preliminary Data," Traffic Engineering, March 1974.
- E. "Traffic Generation and Fast Food Restaurants," Traffic Engineering, March 1975.

# High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 50

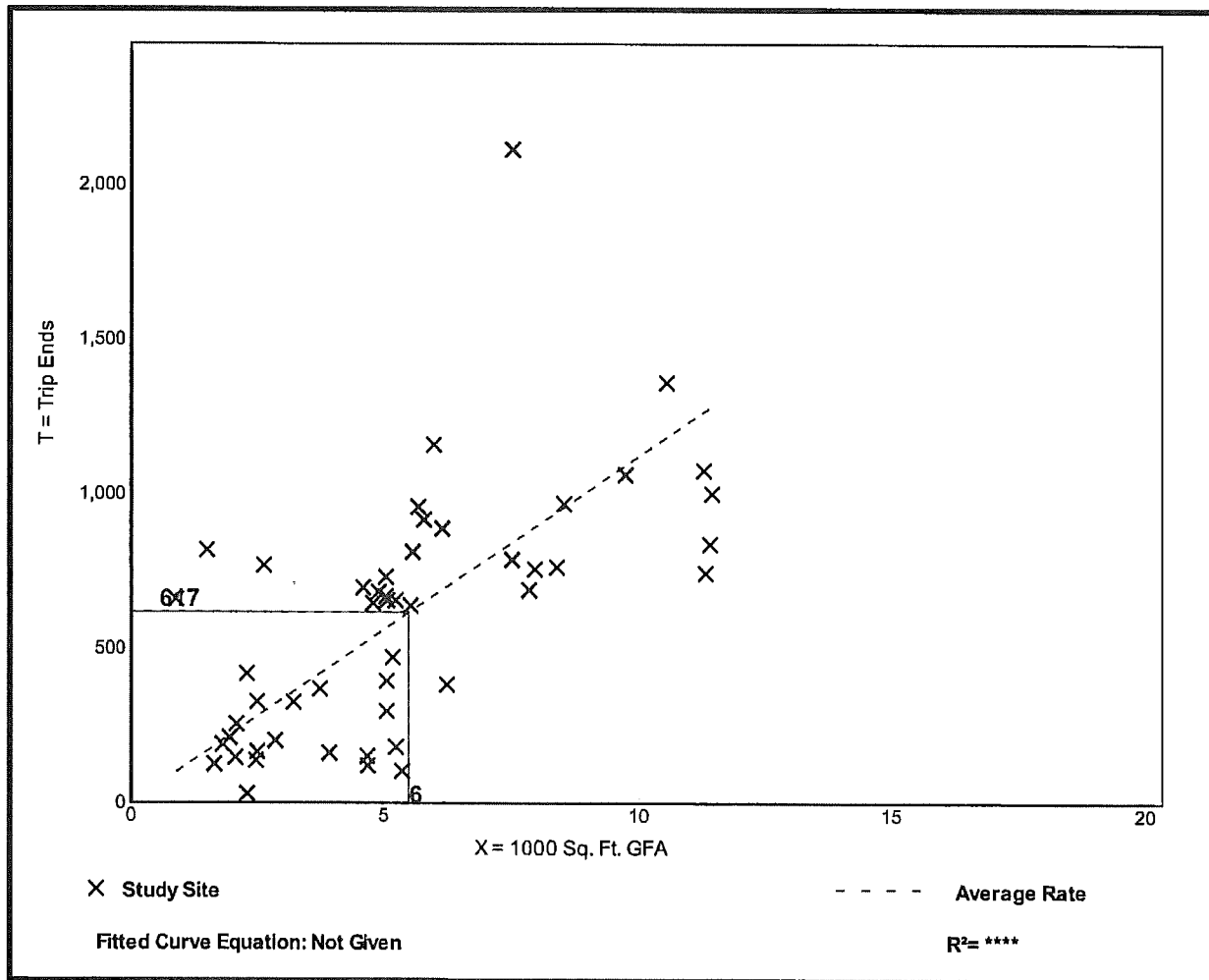
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
112.18	13.04 - 742.41	72.51

## Data Plot and Equation



# High-Turnover (Sit-Down) Restaurant (932)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Saturday**

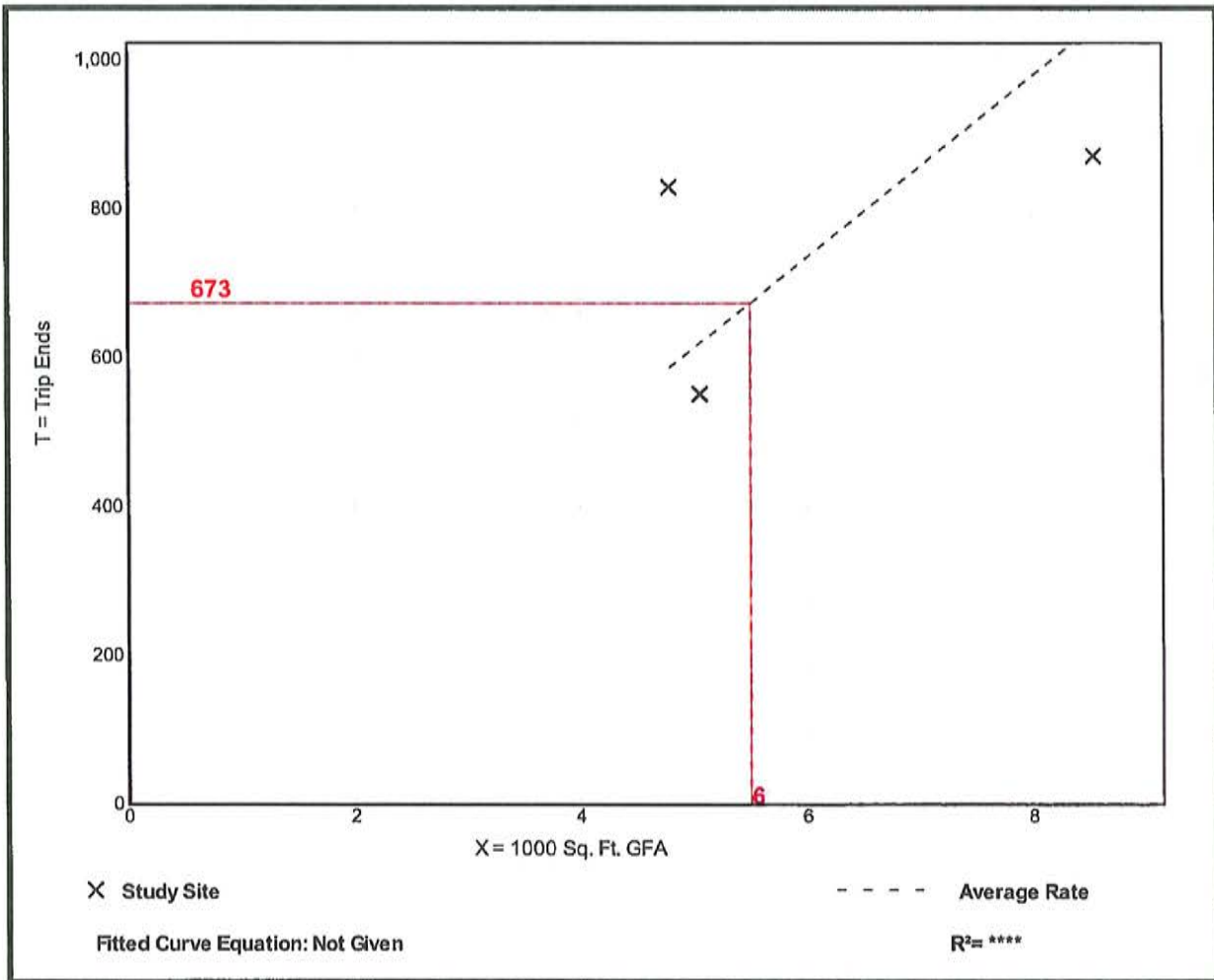
**Setting/Location: General Urban/Suburban**  
Number of Studies: 3  
Avg. 1000 Sq. Ft. GFA: 6  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
122.40	101.99 - 173.07	36.99

## Data Plot and Equation

*Caution – Small Sample Size*



# High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Sunday

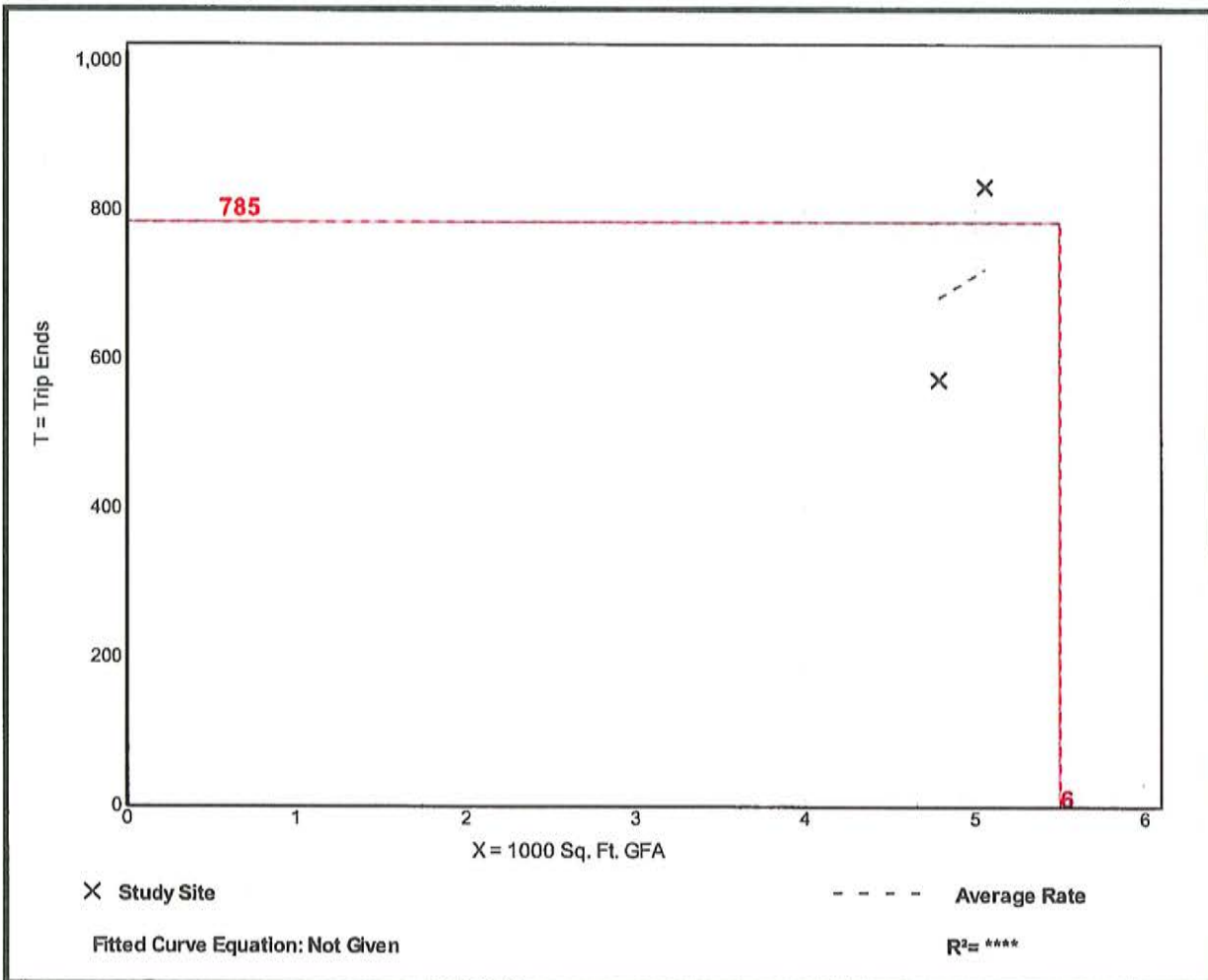
Setting/Location: General Urban/Suburban  
Number of Studies: 2  
Avg. 1000 Sq. Ft. GFA: 5  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
142.64	119.62 - 164.43	*

## Data Plot and Equation

*Caution – Small Sample Size*





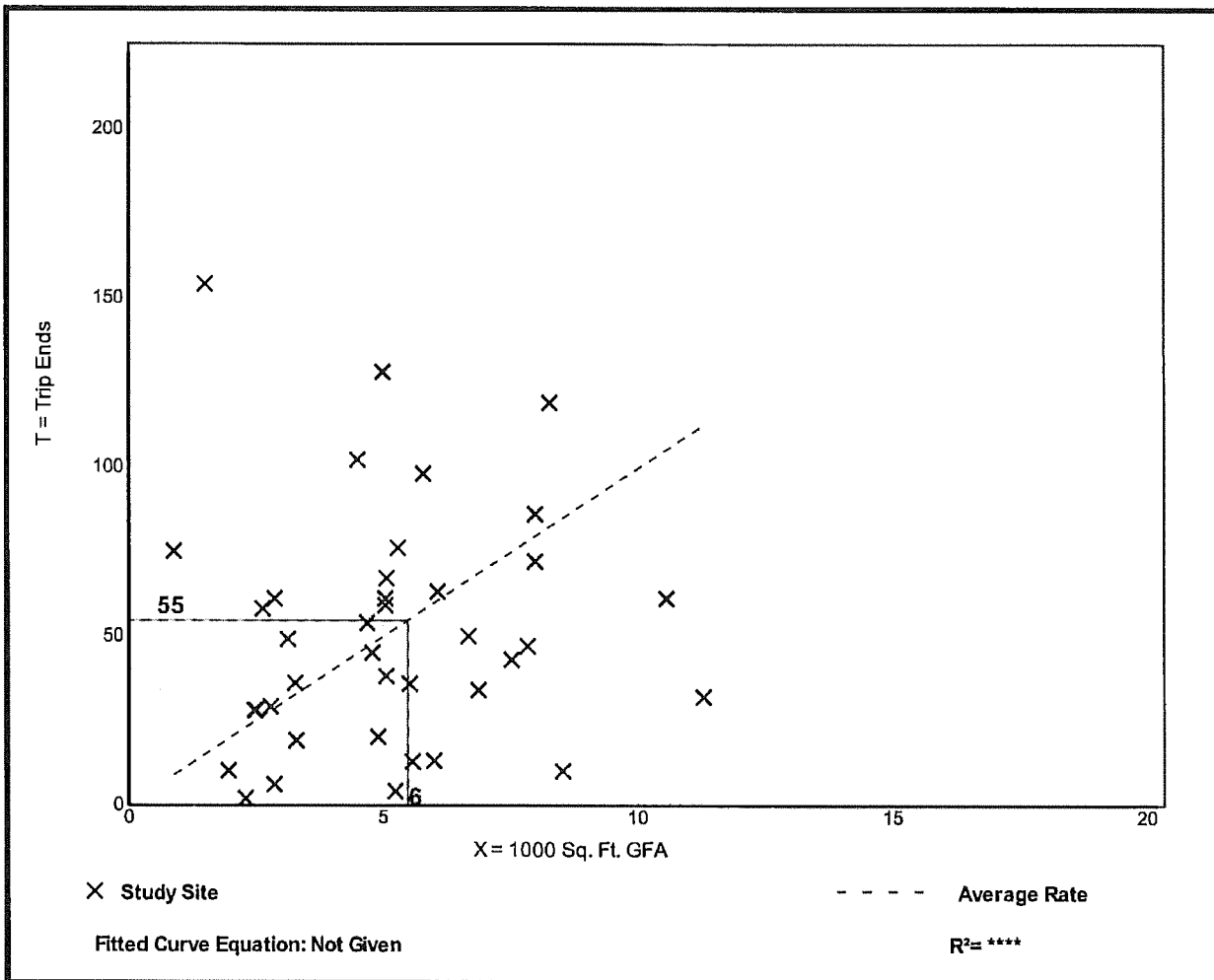
# High-Turnover (Sit-Down) Restaurant (932)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 7 and 9 a.m.**  
**Setting/Location: General Urban/Suburban**  
 Number of Studies: 39  
 Avg. 1000 Sq. Ft. GFA: 5  
 Directional Distribution: 55% entering, 45% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.94	0.76 - 102.39	11.33

## Data Plot and Equation



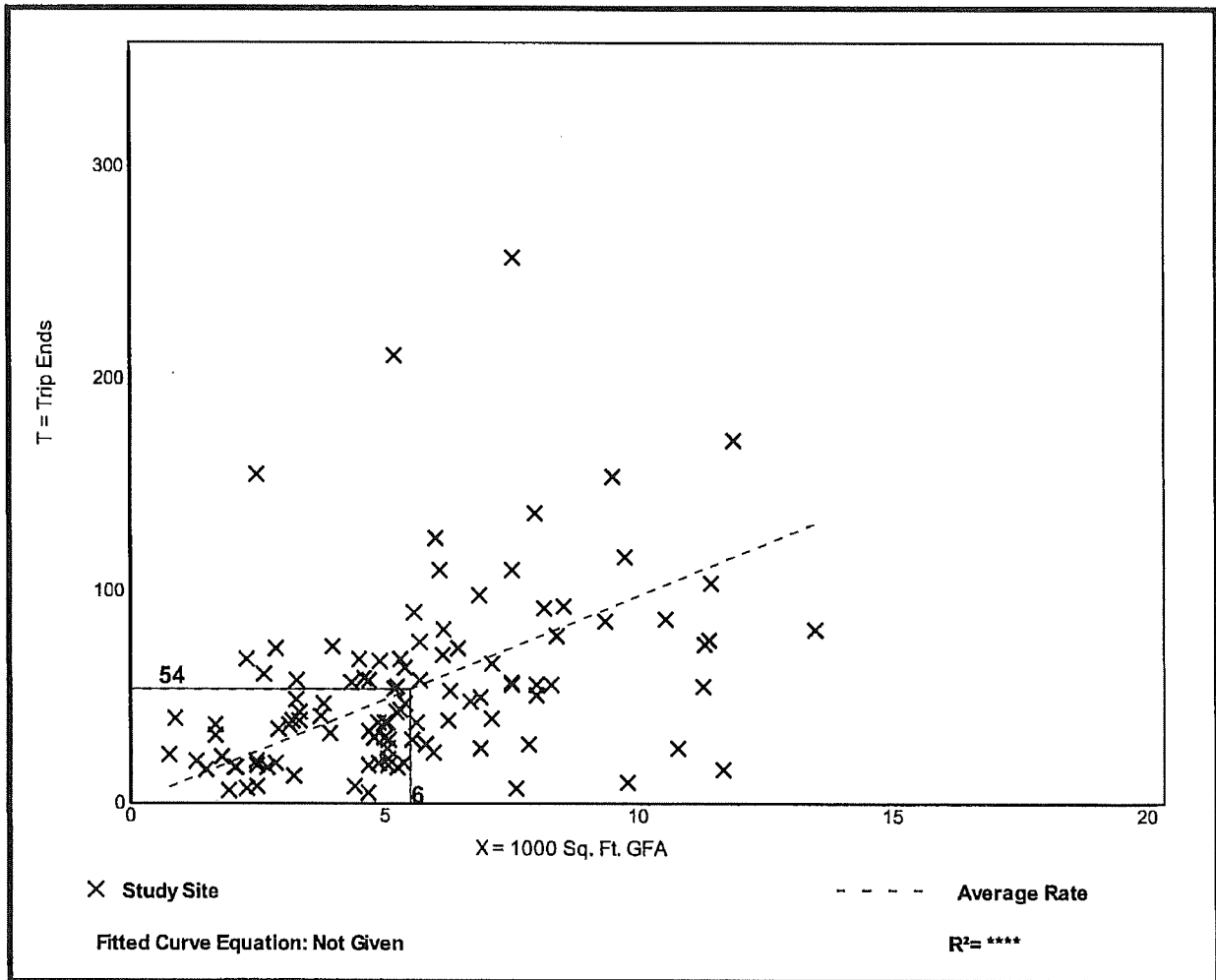
# High-Turnover (Sit-Down) Restaurant (932)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**  
**Setting/Location: General Urban/Suburban**  
 Number of Studies: 107  
 Avg. 1000 Sq. Ft. GFA: 6  
 Directional Distribution: 62% entering, 38% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.77	0.92 - 62.00	7.37

## Data Plot and Equation



# Medical-Dental Office Building (720)

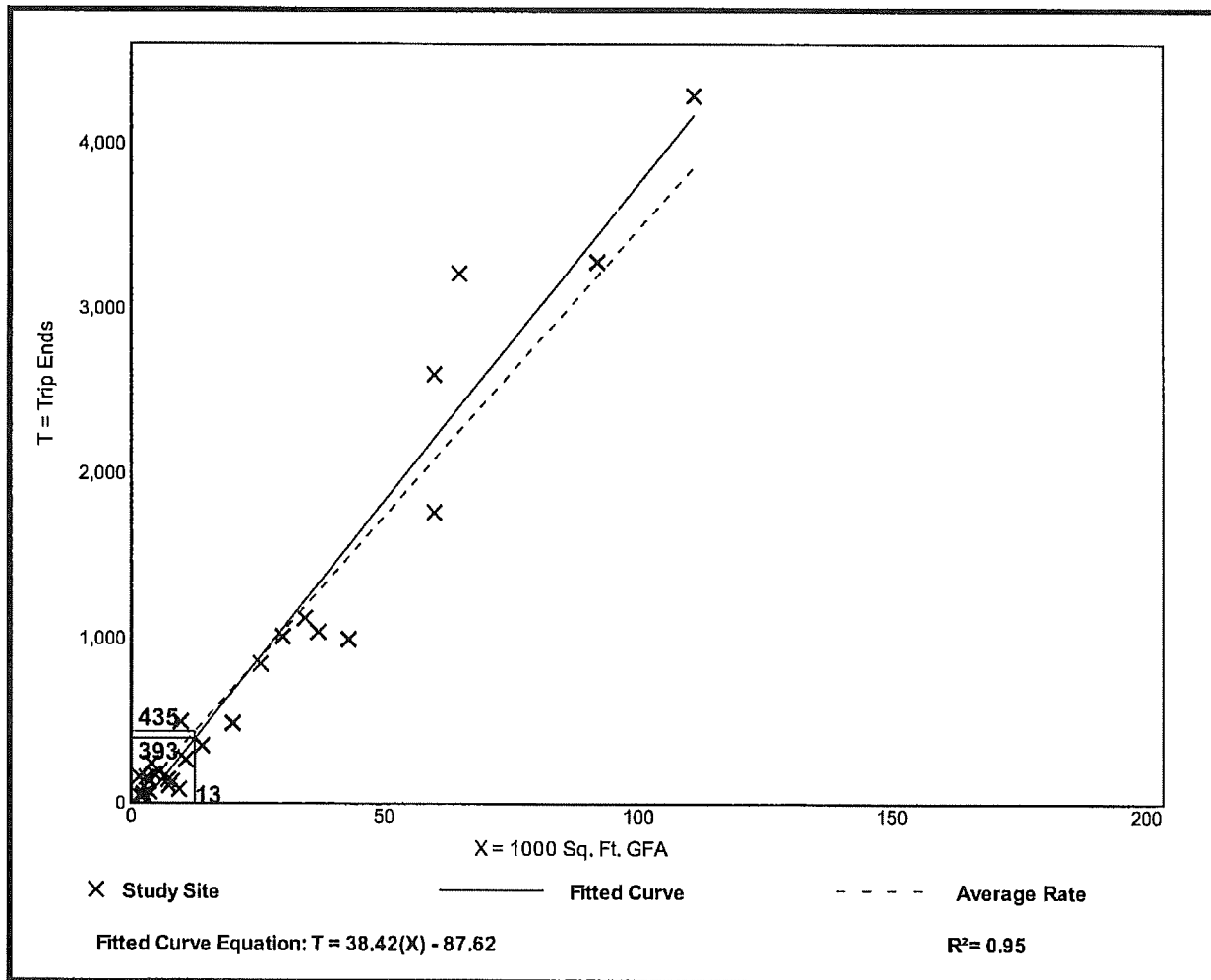
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday**

**Setting/Location: General Urban/Suburban**  
Number of Studies: 28  
Avg. 1000 Sq. Ft. GFA: 24  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
34.80	9.14 - 100.75	9.79

## Data Plot and Equation



# Medical-Dental Office Building (720)

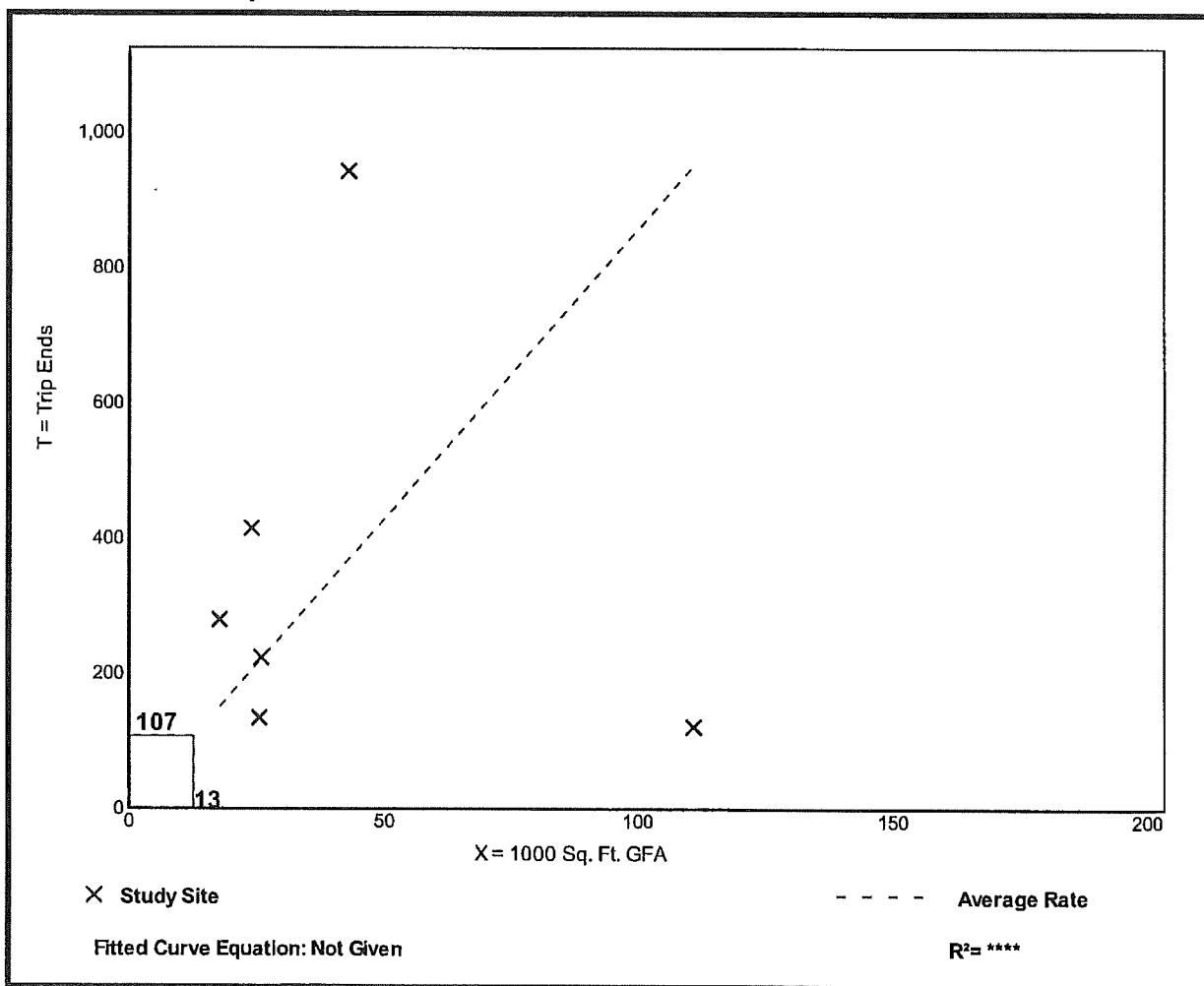
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Saturday**

**Setting/Location: General Urban/Suburban**  
Number of Studies: 6  
Avg. 1000 Sq. Ft. GFA: 41  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
8.57	1.10 - 21.93	9.07

## Data Plot and Equation



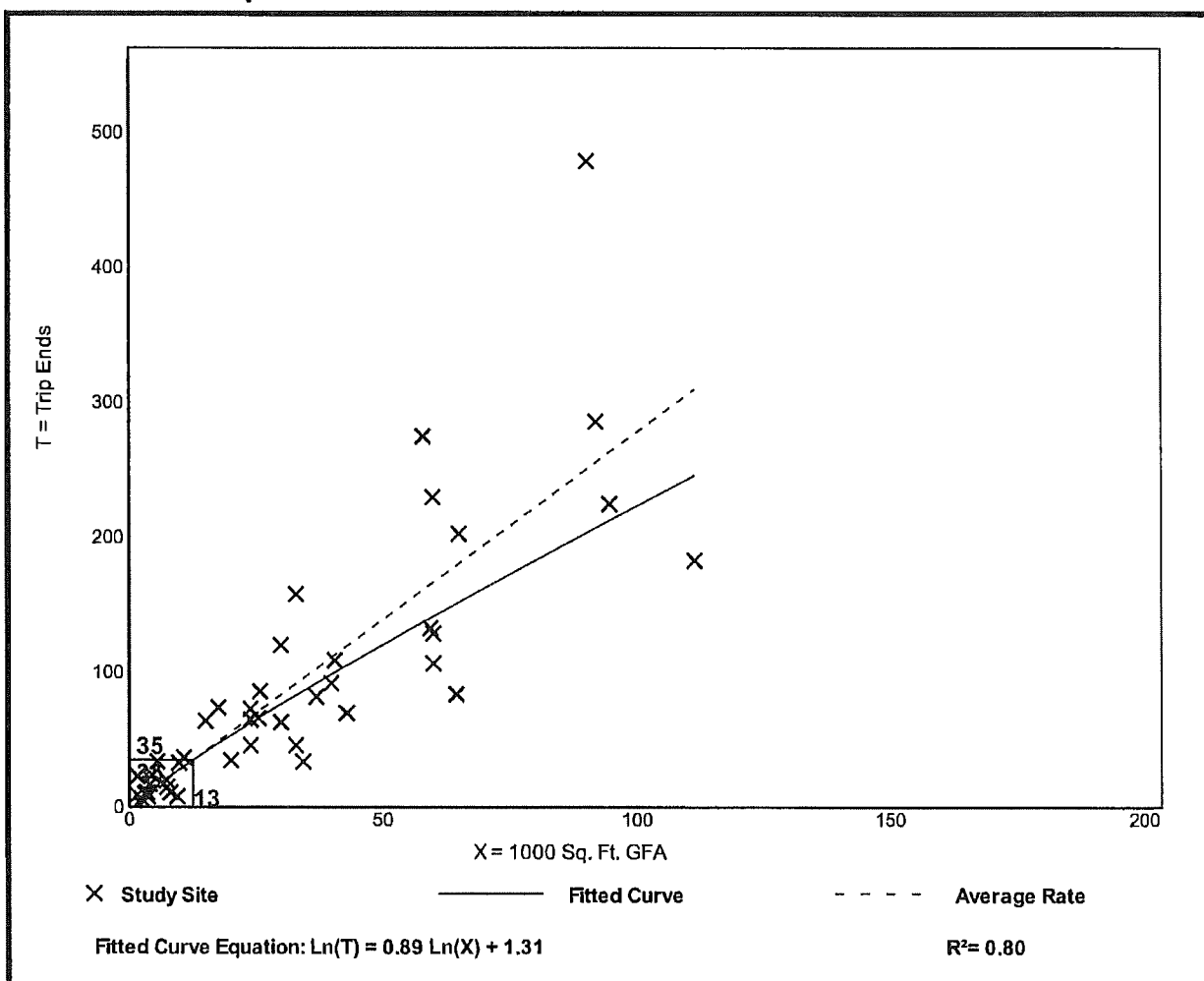
# Medical-Dental Office Building (720)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 7 and 9 a.m.**  
**Setting/Location: General Urban/Suburban**  
 Number of Studies: 44  
 Avg. 1000 Sq. Ft. GFA: 32  
 Directional Distribution: 78% entering, 22% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.78	0.85 - 14.30	1.28

## Data Plot and Equation



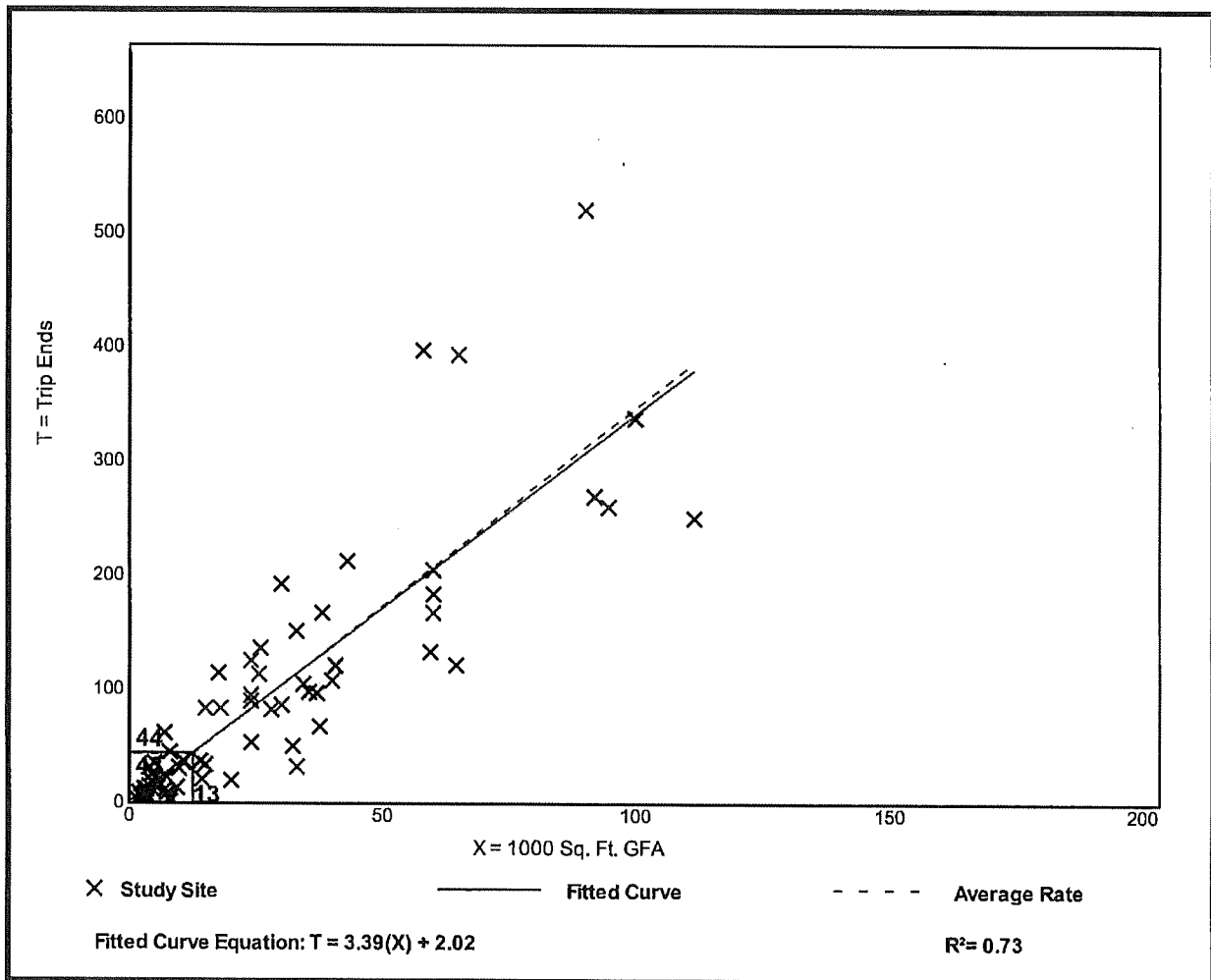
# Medical-Dental Office Building (720)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**  
**Setting/Location: General Urban/Suburban**  
 Number of Studies: 65  
 Avg. 1000 Sq. Ft. GFA: 28  
 Directional Distribution: 28% entering, 72% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.46	0.25 - 8.86	1.58

## Data Plot and Equation





JAN 17 2018

### Perspective

372 W. LANCASTER AVE

prepared for:  
Walker Family Properties, LLP

4/8/17



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# RADNOR TOWNSHIP

## ENGINEERING DEPARTMENT



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### Memorandum

To: Radnor Township Board of Commissioners

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

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

Date: September 5, 2017

---

**Re: SALDO Application #2017-S-09 - 230 Ashwood Road – Caucus – Minor Final Subdivision Plan**

---

Before the Board of Commissioners will be representatives of 230 Ashwood Road to present the final minor subdivision plans for the Board's caucus. The caucus is for the Board to familiarize themselves with the project, and ask questions if they wish. No official action is taken at the caucus. At an upcoming Board of Commissioners meeting, the applicant will be before the Commissioners for approval or denial of the Final Subdivision Plan.

The plan before the Board notes that two small parcels will be conveyed from Lot #1 to Lot #2 (minor subdivision).

Please find attached the Gannett Fleming and Gilmore review letters, as well as the application and plan set.



*Excellence Delivered **As Promised***

**Date:** February 19, 2018

**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:** 230 Ashwood Road and 317 Hilldale Road– Minor Final Plan  
Keith & Kristie Hacke – Applicant

Date Accepted: January 9, 2018

90 Day Review: April 9, 2018

---

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

The applicant is proposing to convey land from 230 Ashwood Road to 317 Hilldale Road. No improvements are proposed at this time. We do note that a grading permit was submitted to the Township to construct a house on 230 Ashwood. We also note that the impervious coverage calculations shown on the plan indicate a proposed home on the site.

We note that these plans were submitted as 55 Ashwood Road. According to Radnor Township and the Delaware County property records there is no address of 55 Ashwood Road. Township Staff have indicated that this property is 230 Ashwood Road in the Township records.

55 Ashwood Road (we note this is incorrect and should be 230 Ashwood Road)

Plans Prepared By: JMR Engineering, LLC

Dated: 10/27/2017

### Zoning

1. The applicant has existing nonconformities regarding side yard setbacks and impervious coverage that they wish to continue. The existing nonconformities will not be increased with this project.
2. The side yard setbacks for the existing and proposed lot 2 appear to be incorrect and must be clarified.



**Subdivision and Land Development**

1. §255.22.B(1)(k) – Existing principal buildings and their respective uses, and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets). The applicant has requested a waiver from this requirement.
2. §255.27.C(2) – Where a subdivision abut or contains an existing street of inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform with the required standards. Ashwood Road and Hilldale Road are local streets. The right-of-way requirement is 60 feet and the cartway is 28 feet. The existing right-of-way is 40 feet and the cartway is 24 feet.

**General**

1. The bearing and distances shown on the plans are not the same as in the deeds submitted. The applicants engineer should explain the differences.
2. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording.
3. The signature block must be revised to indicated Commissioners, not Supervisors.
4. Note 8 under general notes must be explained. It indicates that the proposed sanitary sewer main and manhole within the public right of way is offered to Radnor Township for dedication. These plans do not indicate any improvements.
5. The plans must be revised to remove 55 Ashwood and the correct address provided.

The applicant appeared before the Planning Commission on February 5, 2018. The Planning Commission recommended approval conditioned on the applicant complying with staff comments and granting the requested waiver.

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

Very truly yours,

GANNETT FLEMING, INC.



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





*Excellence Delivered **As Promised***

**Date:** January 29, 2018

**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:** 230 Ashwood Road and 317 Hilldale Road– Minor Final Plan  
Keith & Kristie Hacke – Applicant

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55 Ashwood Road (we note this is incorrect and should be 230 Ashwood Road)

Plans Prepared By: JMR Engineering, LLC

Dated: 10/27/2017

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Subdivision and Land Development

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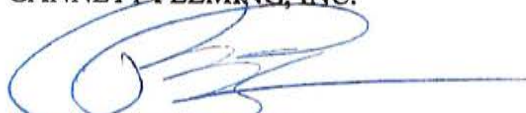
General

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5. The plans must be revised to remove 55 Ashwood and the correct address provided.

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:** January 25, 2018

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

**From:** Amy Kaminski, P.E., PTOE, Gilmore & Associates, Inc.  
Transportation Services Manager

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

**Reference:** 55 Ashwood Road and 317 Hilldale Road  
Minor Final Subdivision Review 1  
Radnor Township, Delaware County, PA  
G&A No. 18-01156

---

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 proposes to record a lot line change to convey lands from 55 Ashwood Road (Skafs TMP 36-02-00798-03) to 317 Hilldale Road (Hackes TMP 36-02-01099-00).

The existing driveway for 317 Hilldale Road encroaches on 55 Ashwood Road; the property line adjustment will eliminate the encroachment. There are no other improvements associated with this application.

**B. DOCUMENTS REVIEWED**

1. Site Plan for 55 Ashwood Road, prepared by JMR Engineering, LLC, dated December 08, 2017.
2. Subdivision and Land Development Application.
3. Application for Act 247 Review.

**C. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS**

The minor final subdivision plan is for a lot line change. We have no Transportation related comments.

---

BUILDING ON A FOUNDATION OF EXCELLENCE

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

[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

**LISA BOROWSKI**  
*President*

**LUCAS A. CLARK, ESQ.**  
*Vice President*

**JAKE ABEL**

**RICHARD F. BOOKER, ESQ.**

**SEAN FARHY**

**JOHN NAGLE**



**RADNOR TOWNSHIP**  
301 IVEN AVENUE  
WAYNE, PENNSYLVANIA 19087-5297

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

**ROBERT A. ZIENKOWSKI**  
*Township Manager*  
*Township Secretary*

**JOHN B. RICE, ESQ.**  
*Solicitor*

**KATHRYN GARTLAND**  
*Treasurer*

January 10, 2018

Keith & Kristie Hacke  
317 Hilldale Road  
Villanova, PA 19085

**RE: Minor Final Subdivision Application #2017-S-09**  
**Ashwood Road (Folio #36-02-00798-03) & 317 Hilldale Road**

Dear Mr. and Mrs. Hacke:

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 adjust the lot line to convey land from the Skafs (Ashwood Road Folio #36-02-00798-03) to the Hackes (317 Hilldale Road). 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 February 5, 2018**.

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

**SUBDIVISION ~ LAND DEVELOPMENT**

Location of Property 317 Hilldale Road - Minor Lot Line Change

Zoning District R-2

Application No. \_\_\_\_\_  
(Twp. Use)

Fee \$350

Ward No. \_\_\_\_\_

Is property in HARB District \_\_\_\_\_

Applicant: (Choose one) Owner

Equitable Owner \_\_\_\_\_

Name Keith & Kristle Hacke

Address 317 Hilldale Road, Villanova, Pa. 19085

Telephone (484) 925-8767 Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email Hacke.Keith@phillyzoo.org

Designer: (Choose one) Engineer

Surveyor \_\_\_\_\_

Name John M. Robinson, P.E.

Address 55 Country Club Drive, Suite 201, Downingtown, PA 19335

Telephone (484) 880-7342 Fax \_\_\_\_\_

Email Jack@JMREngineering.com

Area of property 1.253 + 0.426 (Ac.) Area of disturbance N/A

Number of proposed buildings 1 Proposed use of property \_\_\_\_\_

Number of proposed lots 2

Plan Status: Sketch Plan \_\_\_\_\_ Preliminary  Final  Revised \_\_\_\_\_

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



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

No

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

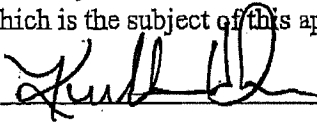
No

Individual/Corporation/Partnership Name

Keith & Kristie Hacke

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

Signature



Print Name Keith Hacke

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

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

**DELAWARE COUNTY PLANNING COMMISSION**

**APPLICATION FOR ACT 247 REVIEW**

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

Please type or print legibly

**DEVELOPER/APPLICANT**

Name Keith Hacke E-mail Hacke.Keith@phillyzoo.org

Address 317 Hilldale Road, Villanova, Pa. 19085 Phone (484) 925-8767

Name of Development 55 Ashwood Road (317 Hilldale Road - Minor Lot Line Change)

Municipality Radnor Township

**ARCHITECT, ENGINEER, OR SURVEYOR**

Name of Firm JMR Engineering, LLC Phone (484) 880-7342

Address 55 Country Club Drive, Suite 201, Downingtown, PA 19335

Contact John M. Robinson, P.E. E-mail Jack@JMRengineering.com

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

Zoning District R-2

Tax Map # 36 / 16 / 048.055

Tax Folio # 36 / 02 / 00798 / 03

**STATEMENT OF INTENT**

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

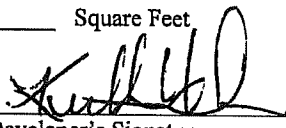
Existing and/or Proposed Use of Site/Buildings:

Existing Use: Residential, Proposed Use: Residential

The purpose of this plan is for a Lot Line Change to convey lands from the Skafs to the Hackes

Total Site Area	<u>1.253 + 0.426 Gross</u>	Acres
Size of All Existing Buildings	<u>2,998</u>	Square Feet
Size of All Proposed Buildings	<u>2,312</u>	Square Feet
Size of Buildings to be Demolished	<u>N/A</u>	Square Feet

Keith Hacke  
Print Developer's Name

  
Developer's Signature

**MUNICIPAL SECTION**

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting \_\_\_\_\_

Local Governing Body Regular Meeting \_\_\_\_\_

Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:

Actual Date Needed \_\_\_\_\_

IMPORTANT: If previously submitted, show assigned DCPD File # \_\_\_\_\_

Print Name and Title of Designated Municipal Official \_\_\_\_\_ Phone Number \_\_\_\_\_

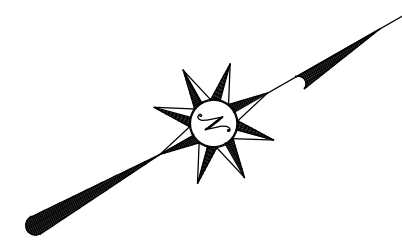
Official's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR DCPD USE ONLY**

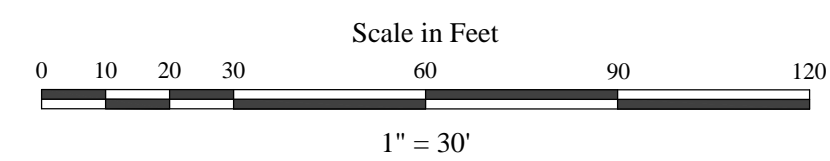
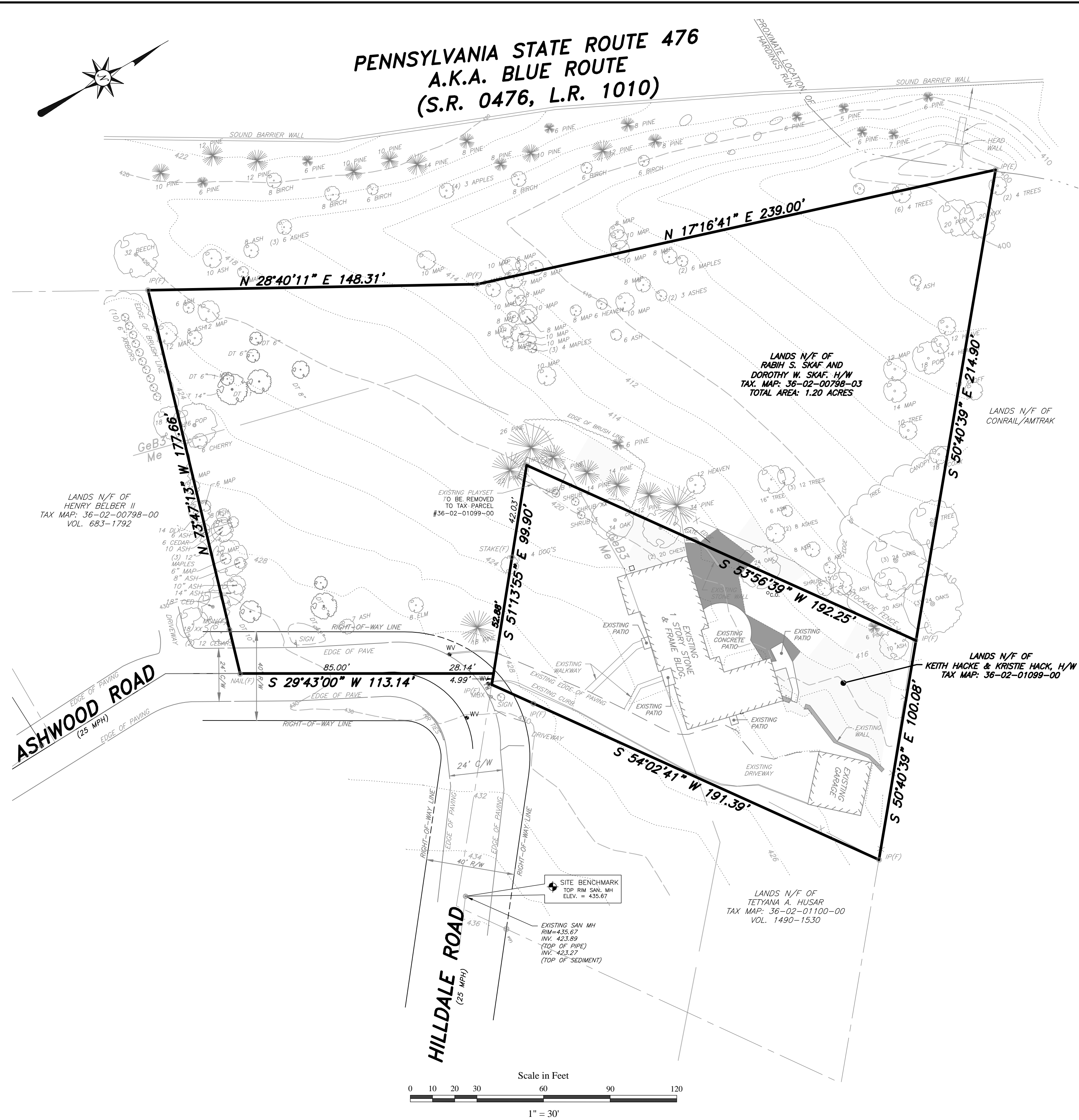
Review Fee: Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_ Date Received \_\_\_\_\_

**Applications with original signatures must be submitted to DCPD.**



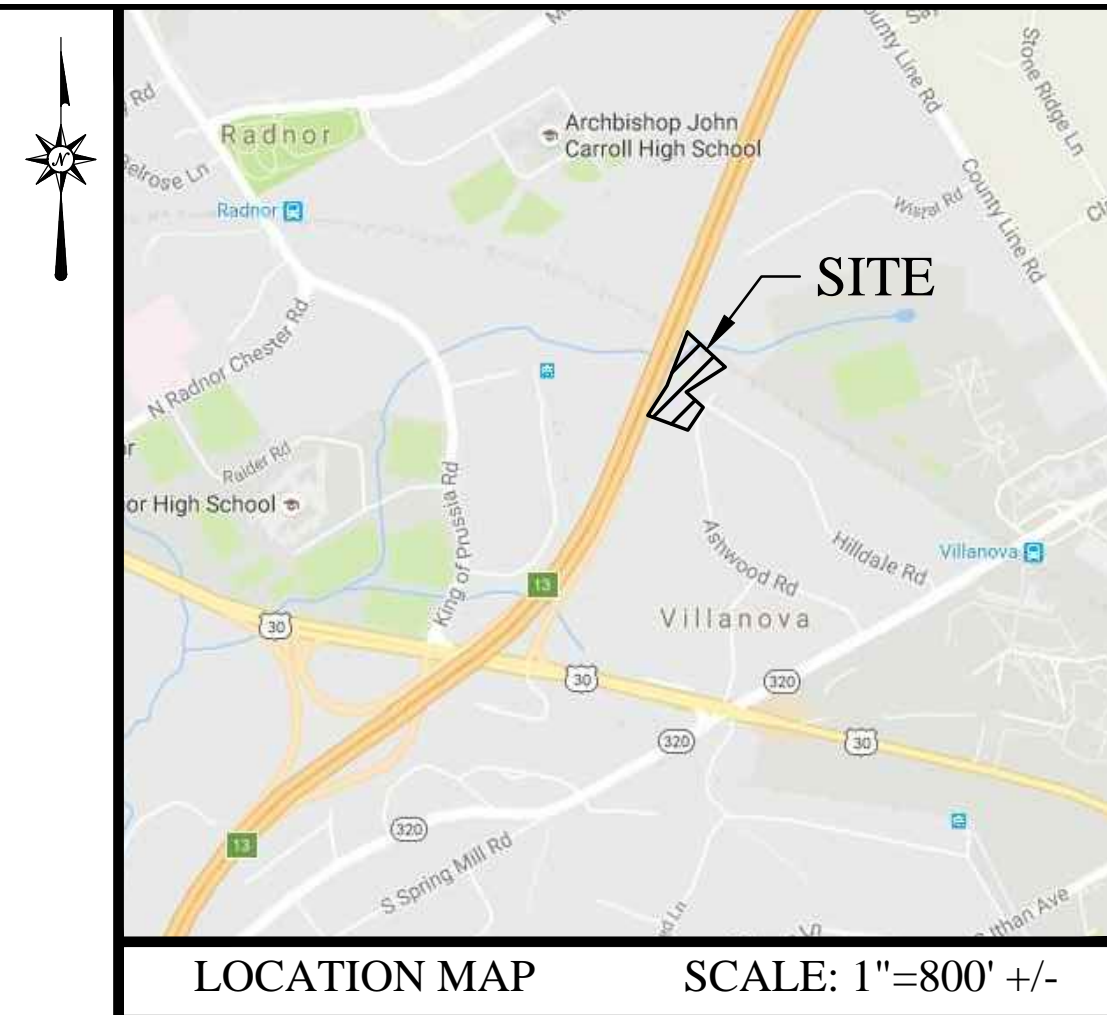


**PENNSYLVANIA STATE ROUTE 476  
A.K.A. BLUE ROUTE  
(S.R. 0476, L.R. 1010)**



SOILS LIST								
SYMBOL	DESCRIPTION	DEPTH TO SEASONALLY HIGH WATER TABLE	DEPTH TO BEDROCK	SUITABILITY FOR: ROAD SUBGRADE ROAD FILL	ROAD FILL TOPSOIL	CHARACTERISTICS THAT AFFECT: FARM POND EMBANKMENTS VERY LIMITED	HYDROLOGIC SOIL GROUP	
GeB3	GLENELE CHANNERY LOAM, 3-8% SLOPES SEVERELY ERODED	80"+	60"-120"	VERY LIMITED	POOR	GOOD	SOMEWHAT LIMITED	B
Me	MADE LAND, SCHIST AND GNEISS MATERIALS	60"	40"-72"	VERY LIMITED	POOR	GOOD	SOMEWHAT LIMITED	C

- LEGEND**
- BOUNDARY LINE
  - - - ADJOINER BOUNDARY LINE
  - - - LEGAL RIGHT-OF-WAY LINE
  - ▨ EXISTING BUILDING LINE
  - ▨ EXISTING CURB
  - ▨ EXISTING EDGE OF PAVING
  - ▨ EXISTING STORM SEWER
  - S - EXISTING SANITARY SEWER
  - W - EXISTING WATER LINE
  - G - EXISTING GAS LINE
  - OH - EXISTING OVERHEAD ELECTRIC LINE
  - UE - EXISTING UNDERGROUND ELECTRIC LINE
  - X - EXISTING FENCE LINE
  - ES - EXISTING WETLANDS
  - - - EXISTING STREAM
  - ▨ EXISTING FEMA FLOODPLAIN
  - - - EXISTING RIPARIAN BUFFER LINE
  - - - EXISTING 2' CONTOURS
  - - - EXISTING 10' CONTOURS
  - - - EXISTING TREE LINE
  - Md NaB2 ○ EXISTING SOILS LINE
  - EXISTING IRON PIN
  - EXISTING CONCRETE MONUMENT
  - ⊕ EXISTING SIGN
  - ▨ EXISTING STORMWATER INLET
  - EXISTING STORMWATER MANHOLE
  - EXISTING SANITARY MANHOLE
  - EXISTING WATER VALVE
  - EXISTING WATER METER
  - EXISTING FIRE HYDRANT
  - EXISTING GAS VALVE
  - EXISTING UTILITY POLE
  - EXISTING SPOT ELEVATIONS
  - x 402.7 TEST PIT LOCATION
  - △ 1941 SEPTIC PERCOLATION TEST LOCATION
  - EXISTING DECIDUOUS TREE
  - EXISTING CONIFEROUS TREE
  - ▨ EXISTING SLOPES 15-20%
  - ▨ EXISTING SLOPES 20%+



**LOCATION MAP** SCALE: 1"=800' +/-

**SURVEY NOTES:**

- ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DEVELOPED FROM EXISTING UTILITY RECORDS AND/OR ABOVE GROUND EXAMINATION OF THE SITE. COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES OR STRUCTURES CANNOT BE GUARANTEED. CONTRACTOR MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE START OF WORK PER PENNSYLVANIA ACT 287 AS AMENDED BY ACTS 38 AND 187.
  - TOPOGRAPHIC AND BOUNDARY SURVEY BY YERKES ASSOCIATES, AS OF JANUARY, 2002.
  - BASIS OF BEARINGS: DEED REFERENCE, ROTATED TO APPROXIMATE NORTH.
  - VERTICAL DATUM: APPROXIMATE U.S.G.S. CONTOUR IN CENTERLINE OF ASHWOOD ROAD, 70' +/- SOUTH OF INTERSECTION WITH HILLSDALE ROAD, ELEV. = 430.0, AS SHOWN ON REFERENCE MAP #2, LISTED BELOW.
  - TITLE REPORT UTILIZED: COMMONWEALTH LAND TITLE INSURANCE COMPANY POLICY NO.: 165-038771, FILE NO.: C992200, DATED JULY 3, 1991. THE FOLLOWING SCHEDULE 'B', SECTION II, ITEMS SHOWN ON THIS PLAN:
    - EASEMENT OVER PORTION OF PREMISES FOR HIGHWAY PURPOSES FOR STATE HIGHWAY ROUTE 1010 AND HIGHWAY ROUTE 142 RECORDED IN DEED BOOK 2358 PAGE 410 AND HIGHWAY PLAN BOOK VOLUME 8 PAGE 10 AND 11.
    - EASEMENT OF HILLDALE ROAD ONTO PREMISES IN QUESTION.
    - PREMISES IS BOUNDED ON NORTHEAST BY RIGHT OF WAY OF CONRAIL (PENN CENTRAL) RAILROAD.
    - CONDITIONS DISCLOSED BY SURVEY MADE BY PLAN FOR MELLON BANK MADE BY YERKES ASSOCIATES, INC., BRYN MAWR, PA, DATED 5-16-1991:
      - ENCROACHMENT OF 8 FEET STOCKADE FENCE.
      - 40 FEET WIDE RIGHT OF WAY EXTENSION.
      - NOTES ON PLAN.
- ITEMS: 1, 2, 3, 4, 5, 6, 7, 8, 13, 14 AND 15 APPEAR TO BE EITHER NO LONGER APPLICABLE (APPLIED TO PREVIOUS ESTATE OF BENJAMIN CHEW OR NOT PLOTTABLE [AGREEMENTS, RESTRICTIONS]).

**GENERAL NOTES:**

- PARCEL INFORMATION SHOWN FROM COMMON DEED:
  - RABIH & DOROTHY W. SKAF
  - TAX FOLIO #36-02-00798-03
  - DEED BOOK 3323, PAGE 1070
  - KEITH & KRISTIE HACKE
  - TAX FOLIO #36-02-01099-00
  - DEED BOOK 5457, PAGE 0828
- THE PURPOSE OF THIS PLAN IS TO CONVEY LAND FROM LAND N/F OF RABIH S. SKAF AND DOROTHY W. SKAF TO LAND N/F OF KEITH HACKE AND KRISTIE HACKE.
- TOPOGRAPHY AND BOUNDARY FROM FIELD SURVEY BY YERKES ASSOCIATES, INC., JANUARY 2002. FIELD SURVEY SUPPLEMENTED BY DIENER SURVEYING SERVICES, OCTOBER 2016 & OCTOBER 2017. ELEVATION INFORMATION IS BASED ON AN ASSUMED DATUM (REFER TO SURVEY NOTES NO. 4 BELOW).
- THERE ARE NO FLOODPLAIN AREAS ON THIS SITE PER FLOOD INSURANCE RATE MAP NO. 42045C0036F, EFFECTIVE DATE OF NOVEMBER 18, 2009, ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
- SITE DRAINS TO HARDINGS RUN, TRIBUTARY TO DARBY CREEK WITHIN THE DARBY CREEK WATERSHED WHICH IS CLASSIFIED AS A COLD WATER FISHERY, MIGRATORY FISH (CWF-MF); TAKEN FROM DEP CODE TITLE 25, CHAPTER 93.
- SOILS PLOTTED FROM NATIONAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY, BY UNITED STATES DEPARTMENT OF AGRICULTURE.
- THE PROPERTY IS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
- THE PROPOSED SANITARY SEWER MAIN AND MANHOLE WITHIN THE PUBLIC RIGHT OF WAY IS OFFERED TO RADNOR TOWNSHIP FOR DEDICATION.

**REFERENCE PLANS:**

- MAP OF PROPERTY OF WILLIAM HANNA BY M.R. & J.B. YERKES DATED MARCH 24, 1950.
- TOPOGRAPHIC MAP OF PROPERTY OF THE ESTATE OF BENJAMIN CHEW BY MILTON R. YERKES, C.E. DATED AUGUST 19, 1938.
- PROPERTY SURVEY PLAN MADE FOR MR. AND MRS. BRANDON BARRINGER BY YERKES ASSOCIATES, INC. DATED JANUARY 4, 1989.
- PENNDOT RIGHT-OF-WAY PLANS (DISTRICT: 6-0, ROUTE: L.R. 1010, SECTION: 600, SHEETS: 29, 101 REVISED AND 10-8 OF 150).
- MAP MADE FOR ANTHONY FALCONE BY ALVA L. ROGERS DATED APRIL 4, 1964.
- PLAN OF PROPERTY PREPARED FOR MELLON BANK, BY YERKES ASSOCIATES, INC., PLAN NO. M 1170, DATED MAY 16, 1991, LAST REVISED FEB. 4, 1992.

**RECORD OWNER:**  
KEITH & KRISTIE HACKE  
317 HILLDALE RD  
VILLANOVA, PA 19085  
PHONE: (481) 925-8767

**EQUITABLE OWNER:**  
CAVALIER HOMES, LLC  
391 WILMINGTON PIKE  
SUITE 3, #103  
GLEN MILLS, PA 19342  
PHONE: (610) 656-6105

**JMR ENGINEERING, LLC**

PROFESSIONAL CIVIL ENGINEERING • LAND PLANNING SERVICES  
55 COUNTRY CLUB DRIVE, SUITE 201 - DOWNTOWN, PA 19335  
VOICE: (481) 880-7442 - FAX: (610) 594-6669  
EMAIL: ADMIN@JMRENGINEERING.COM  
WEBSITE: WWW.JMRENGINEERING.COM

**JOHN M. ROBINSON**  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. PE056271

**UTILITY USERS LIST**

USERS	RESPONSES

**PLAN REVISIONS**

REV	DATE	DESCRIPTION OF CHANGES

**SITE PLAN FOR 55 ASHWOOD ROAD**

LOCATION:  
55 ASHWOOD ROAD  
VILLANOVA, PA 19085  
RADNOR TOWNSHIP  
DELAWARE COUNTY, PA

PARCELS:  
**TAX PARCEL NUMBER:**  
36-02-00798-03

CLIENT:  
**CAVALIER HOMES, LLC**  
391 WILMINGTON PIKE,  
SUITE 3, #103  
GLEN MILLS, PA 19342

PROJECT No.:	1164-B
SURVEY REF.:	1164-B (DSS)
DRAWN BY:	E.C.R.
CHECKED BY:	J.M.R.
PLAN DATE:	OCTOBER 30, 2017
PLAN SCALE:	1" = 30'

**LOTLINE CHANGE PLAN**

SHEET NUMBER:  
**2 OF 2**

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:

<b>Stop Sign On:</b>	<b>Direction of Travel:</b>	<b>Intersection With:</b>
<b>Upper Gulph Road</b>	<b>Both</b>	<b>Oak Grove Lane</b>

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 26th day of February 2018.

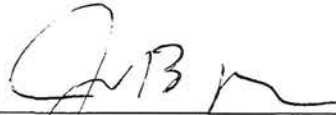
RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President

ATTEST: \_\_\_\_\_  
Robert A. Zienkowski, Secretary

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 February 26, 2018.

A handwritten signature in black ink, appearing to read "JBR", written over a horizontal line.

John B. Rice, Esquire  
Grim, Biehn & Thatcher  
Township Solicitor

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 ◊  
GREGORY E. GRIM †  
PETER NELSON \*  
PATRICK M. ARMSTRONG  
SEAN M. GRESH  
KELLY L. EBERLE \*  
JOEL STEINMAN  
MATTHEW E. HOOVER  
COLBY S. GRIM  
STEPHEN J. KRAMER  
REBECCA A. O'NEILL\*+  
MICHAEL K. MARTIN

\* ALSO ADMITTED IN NEW JERSEY  
◊ ALSO ADMITTED IN NEW YORK  
† MASTERS IN TAXATION  
+ ALSO A CERTIFIED PUBLIC ACCOUNTANT

LAW OFFICES  
**GRIM, BIEHN & THATCHER**

A PROFESSIONAL CORPORATION  
SUCCESSOR TO  
GRIM & GRIM AND BIEHN & THATCHER  
ESTABLISHED 1895 AND 1956,  
RESPECTIVELY  
123 RD ANNIVERSARY 1895-2018

[www.grimlaw.com](http://www.grimlaw.com)

John B. Rice  
e-mail: [jrice@grimlaw.com](mailto:jrice@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

February 6, 2018

Delaware County Law Library  
Delaware County Courthouse  
201 W. Front Street  
Media, PA 19063

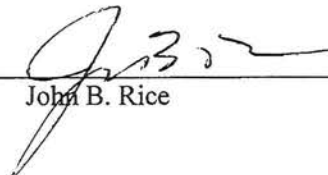
Re: Radnor Township- Stop Sign Ordinance- Upper Gulph Road

Dear Sir/Madam:

Enclosed for filing with the Delaware County Law Library, please find a true and correct copy of a proposed Ordinance which the Radnor Township Board of Commissioners will consider for possible adoption after a public hearing on February 26, 2018. Please keep the enclosed Ordinance available for public inspection and/or photocopying through the hearing date.

Sincerely,

**GRIM, BIEHN & THATCHER**

By:   
John B. Rice

JBR/hlp  
Enclosure

cc: Jennifer DeStefano (w/encl.) – via email  
Robert A. Zienkowski (w/encl.) – via email



**ORDINANCE NO. 2018-03**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF  
RADNOR, CHAPTER 270, VEHICLES AND TRAFFIC, SECTION  
270-30, TIME LIMIT PARKING.**

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendments to Chapter 270-30 as follows:

**Section 1.** Section 270-30, Parking Requirements of the Code of the Township of Radnor to enact the following parking requirements:

<b>Name of Street</b>	<b>Side</b>	<b>Hours</b>	<b>Location</b>
900 Block Glenbrook Avenue	South	6:00 PM - 6:00 AM Permit Parking Only	From Beatrice Drive in a westerly direction to Charles Drive

**Section 2.** Permit Parking Only.

**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 26 day of March 2018.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President

Attest: \_\_\_\_\_  
Robert A. Zienkowski, Secretary

[ ] Delete

\_\_\_ Add

## Radnor Township

# PROPOSED LEGISLATION

**DATE:** 1/30/2018

**TO:** Robert A. Zienkowski, Township Manager

**FROM:** William A. Colarulo, Police Superintendent

**LEGISLATION:** Ordinance 2018-03 is establishing Residential Permit Parking 6:00 PM - 6:00 AM on the south side of Glenbrook Avenue from Beatrice Avenue to Charles Drive. This recommendation is to make the above restrictions permanent.

**LEGISLATIVE HISTORY:** None.

**PURPOSE AND EXPLANATION:** These changes are necessary to protect the neighborhood and ensure residents will be able to find parking on their street. This will limit on street parking to participating residents living in the 900 Block of Glenbrook Avenue.

**FISCAL IMPACT:** None.

**RECOMMENDED ACTION:** The Police Department respectfully requests the Board to adopt the amendment at the regular Board of Commissioners Meeting on March 26, 2018.

Discussion regarding Board  
Training on the Sunshine  
Act and Open Records  
*(Requested by  
Commissioner Abel)*