

BOARD OF COMMISSIONERS

REVISED AGENDA

Monday, November 12, 2018 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of October 29, 2018 and November 12, 2018

1. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner meeting October 22, 2018
- c) Approval of the 2019 Township Holiday Schedule
- d) HARB-2018-10 – 207 Lansdowne Avenue - Renovate within space, modifications to 1st floor rear windows to accommodate new kitchen layout. New roof awning over proposed new door
- e) Authorizing Bids for A Sidewalk Replacement Program Regarding Damaged Blocks Caused By Trees In The Right Of Way
- f) Resolution #2018-127 - Authorizing the Purchase of a AED Equipment and Services for the Radnor Township Municipal Building, the Radnor Township Public Works Garage, Radnor Activity Center at Sulpizio Gym, and for the Recreation Department

2. Public Participation - *Individual comment shall be limited to not more than five (5) minutes per Board policy*
3. Appointments to Various Boards and Commissions
4. Resolution #2018-123 - Declaring Its Support for Small Business Saturday In Radnor Township on November 24, 2018
5. Committee Reports

PERSONNEL & ADMINISTRATION

- A. Resolution 2018-53 Amending the Township Organizational Chart
- B. Resolution 2108-86 Amending the 2018 Wage and Salary Schedule

PUBLIC SAFETY

- C. Presentation - Radnor Fire Company Strategic Plan
- D. Resolution #2018-129 - Authorizing deer/geese control agreement with USDA

FINANCE & AUDIT

- E. Ordinance #2018-12 – (*Adoption*) Amending the Police Pension Ordinance
- F. Ordinance #2018-14 (*Adoption*) Authorizing the incurrence of nonelectoral debt by the issuance of general obligation notes, series 2018 in the maximum aggregate amount of \$4,545,000
- G. Resolution #2018-122 – Authorization to Engage Zelenkofske Axelrod LLC as Independent Auditors for a Three-Year Engagement
- H. 2019 Budget Discussion and Direction:
 - Community Organization and Fire Company Funding Discussion and Direction
 - Sanitary Sewer Rent Discussion and Direction

COMMUNITY DEVELOPMENT

- I. Resolution #2018-130 - Authorizing Part Time Third Party Uniform Construction Code (UCC) Services by Barry Isett & Associates, Inc.
- J. Ordinance #2018-16 (**Introduction**) - Amending Chapter 280 Zoning, Article XV, PLO Planned Laboratory-Office District, Section 280-63, By Eliminating Certain Approved Uses In The PLO Planned Laboratory-Office District (*Requested by Commissioner Booker*)

PUBLIC WORKS & ENGINEERING

- K. Resolution #2018-128 – Authorizing the Township to enter into a pilot program agreement with Curb My Clutter LLC Pilot Program Agreement
- L. Ordinance #2018-13 – (**Adoption**) An Ordinance of the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, Amending Article 6, Right-of-Way Management, by Adding a New Section 250-20 to Provide for the Elimination of Visual Obstructions Within the Right-of-Way
- M. Resolution #2018-124 - Ardrossan Phase 2 – **Final** – Amendment to Previously Approved Final Plan
- N. Resolution #2018-125 - Ardrossan Phase 3 – **Final** – Lot Line Adjustment to Previously Approved Plan
- O. Resolution #2018-120 - Authorizing T&M Associates to Prepare Design and Engineering for Stormwater Management at Banbury, Francis, and Windsor in the amount of \$47,096
- P. Resolution #2018-119- Authorizing T&M Associates to Prepare Design and Bidding Documents for the Arthur Road Storm Sewer Project in the amount of \$12,250

PARKS & RECREATION

LIBRARY

PUBLIC HEALTH

New Business

- Discussion regarding PennDot’s plan to resurface/pave all of Lancaster Avenue
- **A Motion to Approve a Utility Easement at Radnor Preserve (formerly the Regency Apartments)**

Old Business

- King of Prussia Road Bridge Strikes (*Requested by Commissioner Booker*)

Public Participation

Adjournment

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
November 12, 2018

The table below summarizes the amount of disbursements made since the last public meeting held on October 22, 2018. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code.

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

Fund (Fund Number)	2018-10C October 19, 2018	2018-10D October 26, 2018	2018-11A November 2, 2018	Total
General Fund (01)	\$139,713.79	\$264,964.80	\$313,469.10	\$718,147.69
Sewer Fund (02)	295,987.17	7,729.48	20,881.03	324,597.68
Storm Sewer Management (04)	22,628.04	31,653.00	32,300.00	86,581.04
Capital Improvement Fund (05)	43,153.81	0.00	1,388.00	44,541.81
OPEB Fund (08)	0.00	132,279.27	0.00	132,279.27
Escrow Fund (10)	0.00	0.00	900.00	900.00
\$8 Million Settlement Fund (18)	5,325.30	1,848.75	12,251.80	19,425.85
The Willows Fund (23)	74.27	267.48	39,000.00	39,341.75
Library Improvement Fund (500)	0.00	0.00	4,732.50	4,732.5
Park & Trail Improvement Fund (501)	8,362.00	0.00	1,260.00	9,622.00
Total Accounts Payable Disbursements	\$515,244.38	\$438,742.78	\$426,182.43	\$1,380,169.59
<i>Electronic Disbursements</i>	n/a	n/a	n/a	\$508,00.00
Grand Total	\$515,244.38	\$438,742.78	\$426,182.43	\$1,888,169.59

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

TOWNSHIP OF RADNOR
Minutes of the Meeting of October 22, 2018

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

Commissioners Present

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

Commissioner Absent: *Luke Clark, Vice-President*

Also Present: *Robert A. Zienkowski, Township Manager/Township Secretary; John Rice, Esq., Township Solicitor; William White, Assistant Township Manager/Finance Director; Christopher Flanagan, Superintendent of Police; Steve Norcini, Township Engineer; Steve McNelis, Public Works Director; Kevin Kochanski, Director of Community Development; Tammy Cohen, Director of Recreation and Community Programming; Roger Philips, Township SALDO Engineer; and Jennifer DeStefano, Executive Assistant to the Township Manager.*

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

Notice of Executive Session preceding the Board of Commissioners meeting of October 22, 2018

There was an Executive Session on October 22, 2018 where matters of Litigation and Personnel were discussed all Commissioners were in attendance with the exception of Commissioner Clark.

1. *Consent Agenda*
 - a) *Disbursement Review & Approval*
 - b) *Acceptance of Department Monthly Reports*
 - c) *Acceptance of Staff Traffic Committee Meeting Minutes – September 19, 2018*
 - d) *Approval of minutes of the Board of Commissioner meeting October 8, 2018*
 - e) *Resolution #2018-116 – Authorizing the Clearance of Surplus Equipment*

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

Commissioner Borowski announced that there is a clock at the front of the room that will begin to be used at the next meeting to keep time for public participation.

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

Gail Morrison, Poplar Avenue – She commented regarding a program called gun safety in Radnor Township and thanked Superintendent Flanagan and Lieutenant Dietrich for their assistance.

Sara Pilling, Garrett Avenue – She spoke regarding the Climate Action Expo scheduled for November 4, 2018 at Haverford College from 12-5 PM.

Marty Costello – He spoke regarding the Hometown Hero Banner program that will rollout throughout Radnor Township.

Dan Sherry, Wayne – He spoke regarding a recent article in the newspaper about exhibit 6 as well as spoke about the clock at the front of the room for timing of public participation.

Kelly Martin, Ward 7 – She commented regarding the change in agenda order as well as about exhibit 6.

Mr. Zienkowski attempted to recognize Ray Daly for his retirement from the Township as a Code Official after 13 years. He was not available to come forward. Mr. Zienkowski also thanked the new Police Officer Candidates for getting through the interviewing process.

2. Presentation of the Colors

Superintendent Flanagan asked for everyone to rise for the Presentation of the Colors.

3. Radnor Police Commendation

Andrew Howell and other representatives for Race for Peace presented Superintendent Flanagan with a Certificate of Appreciation for Race for Peace.

Superintendent Flanagan and Lieutenant Dietrich presented Officer Hand with a commendation for an incident of July 3, 2018.

4. Motion to Authorize for the Promotion of Lieutenant

Commissioner Nagle made a motion to promote to the rank of "Lieutenant", Sergeant Joseph Pinto, seconded by Commissioner Farhy. Motion passed 6-0 with Commissioner Clark absent.

5. Administer Oath of Office to Lieutenant within the Radnor Township Police Department

The Honorable Ann Osborne administered the Oath of Office to Joseph Pinto for the promotion to the rank of Lieutenant.

6. Swearing in of Five (5) Radnor Township Police Officers

The Honorable Ann Osborne administered the Oath of Office to the following individuals as Radnor Township Police Officers: Earvin Faust, Thomas Kester, Michael Grimm, Nicholas DeMayo, William Meyer.

7. Retiring of the Colors

Superintendent Flanagan asked for everyone to rise for the Retiring of the Colors

8. Appointments to Various Boards and Commissions

Commissioner Larkin made a motion to appoint Mr. David Simmons to the Board of Health, seconded by Commissioner Farhy. Motion passed 6-0 with Commissioner Clark absent.

Commissioner Abel made a motion to appoint Mr. John McLaughlin to CARFAC, seconded by Commissioner Booker. Motion passed 6-0 with Commissioner Clark absent.

9. Public Participation moved to beginning of meeting

10. Committee Reports

FINANCE & AUDIT

A. Presentation of the 2019 Township Manager's Recommended Budget Summary

Mr. Zienkowski, Township Manager and Bill White, Assistant Township Manager & Finance Director presented the proposed 2019 Township Manager's Recommended Budget which can be found on the Township website at: <http://www.radnor.com/DocumentCenter/View/19255/2019-Township-Manager-Comprehensive-Budget-Presentation---October-22-2018>. Items discussed in the presentation were Major Revenue Assumptions, Major Expense Assumptions, 2019 General Fund Operating Statement Summary, Capital Plan Summary, Sanitary Sewer Fund and Park & Open Space Fund. A few items that will need to be discussed further are: Infrastructure Repairs & Maintenance, Township Facilities, Management & Maintenance of Trees in the Right of Ways.

RECAP | MAJOR ASSUMPTIONS

- **Manager Recommendation on major assumptions:**
 - Real Estate Tax | **No change for operations and pay-as-you-go capital**
 - Stormwater Fee | **No change**

- **Direction Needed (in addition to the overall budget review and approval):**
 - Radnor Fire Company funding | Add \$250,000 decision
 - Community organization funding | Determination if Township Manager recommended is appropriate
 - Capital Program (pay-as-you-use) | Need funding direction: Recommended that this be discussed separately
 - Sanitary Sewer Fund | 10% Rate increase included, as approved by the Board last year
 - Park & Open Space Fund | Need funding direction

PUBLIC WORKS & ENGINEERING

B. Resolution #2018-117 – Amending Resolution #2018-104 PennDOT Master Casting, Project Initiation Form, and Change Order

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

C. Ardrossan Phase 2 – Caucus – Amendment to Previously Approved Final Plan

Dave Falcone representing the applicant is proposing to revise the setbacks for lots 2-1 through 2-9, lot 2-11 and lots 2-13 through 2-19 to conform with §280-97.D of the zoning ordinance. There was a brief discussion amongst the Commissioners and representative for the applicant.

D. Ardrossan Phase 3 – Caucus – Lot Line Adjustment to Previously Approved Plan

The applicant is proposing to reconfigure lots lines for Phase 3. The changes involve only lot reconfiguration. There are no changes to roadways, sanitary or storm sewers and no changes from the originally approved land development plans or stormwater management systems are proposed. The table below indicated the proposed changes to the lots:

Lot	Existing Area	Proposed Area
3-2	50,000 SF (1.148 AC)	90,915 SF (2.087 AC)
3-3	50,000 SF (1.148 AC)	60,022 SF (1.378 AC)
2-4	50,000 SF (1.148 AC)	50,000 SF (1.148 AC)
3-5	50,000 SF (1.148 AC)	50,000 SF (1.148 AC)
3-6	54,976 SF (1.262 AC)	54,976 SF (1.262 AC)
3-7	101,403 SF (2.328 AC)	87,375 SF (2.006 AC)
3-8	59,831 SF (1.374 AC)	87,449 SF (2.008 AC)
3-9	62,674 SF (1.439 AC)	87,768 SF (2.015 AC)
3-10	108,653 SF (2.494 AC)	87,819 SF (2.016 AC)
3-11	105,444 SF (2.421 AC)	87,595 SF (2.011 AC)
NRA-17	50,938 SF (1.169 AC)	-
Total Lot Area	743,919 SF (17.078 AC)	743,919 SF (17.078 AC)

E. Ordinance #2018-13 – (Introduction) An Ordinance of the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, Amending Article 6, Right-of-Way Management, by Adding a New Section 250-20 to Provide for the Elimination of Visual Obstructions Within the Right-of-Way

Commissioner Nagle made a motion introduce, seconded by Commissioner Larkin.

There was a discussion amongst the Commissioners and Mr. Norcini discussing the above referenced ordinance. Radnor Township has authorized to regulate its streets, rights-of-way and public areas with respect to traffic hazards and obstructions as well as the Township has determined that it is necessary to eliminate all encroachments within the Township's right-of-way to ensure traffic safety.

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

F. Resolution #2018-118 - Authorization for the receipt of sealed bids for hazardous tree removal within Township Street rights of ways and Township Land

Commissioner Nagle made a motion to approve, seconded by Commissioner Larkin.

There was a brief discussion amongst the Commissioners and staff. The Township wishes to remove hazardous trees from Township Streets Rights of Ways and Township land, so they are requesting to go out for sealed bids from qualified firms for scheduled and emergency hazardous tree removal.

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

There was a discussion amongst the board for staff to give an analysis to keep the hazardous tree removal in house as well versus outsourcing.

Public Comment

Sara Pilling, Garrett Avenue – She commented that it takes a few years to train a certified arborist as well as tree climbers.

***PARKS & RECREATION
PUBLIC SAFETY
COMMUNITY DEVELOPMENT
PERSONNEL & ADMINISTRATION
LIBRARY***

Commissioner Borowski announced that on December 1st is the Elves for the Shelves run. More information is on the Library website.

***PUBLIC HEALTH
New Business***

- *Discussion Regarding adding BOC representation to Shade Tree Committee*

Commissioner Borowski commented that representatives of the Shade Tree Commission contacted her regarding having a representative of the Board on their Board. Commissioner Abel spoke that it would be beneficial. Mr. Zienkowski agreed that it would be a good idea for a Commissioner to sit on the Shade Tree Commission. The Commissioners will appoint a Commissioner at an upcoming meeting.

- *Discussion Regarding Amending the Stormwater Ordinance*

Mr. Rice, Township Solicitor briefly discussed that funds from the Stormwater Fee cannot be used for other purposes. Commissioner Abel briefly discussed providing water rescue equipment for our First Responders and would like to discuss having it in the budget discussions. There was a sense of the Board to proceed to discuss including these items in the budget. There was also a discussion regarding proposed amendments pertaining to credits in the Stormwater Ordinance that were discussed previously.

Old Business

- *Discussion on Hanging/Unattended Utility Wires Throughout the Township*

Mr. Zienkowski showed a brief slide presentation of hanging utility wires throughout the Township. Solicitor Rice suggested contacting the PUC Consumer representatives. Mr. Zienkowski would like to have the Board to direct himself and the Solicitor to begin drafting legislation. There was a sense of the Board for him to proceed.

Public Comment

Sara Pilling, Garrett Avenue – She commented that the hanging wires are especially bad looking in Ward 7 with all the rental properties.

Public Participation

None

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

*Respectfully submitted,
Jennifer DeStefano*



2019 Radnor Township

Holiday Schedule

New Year's Day	Tuesday, January 1
Martin Luther King Jr. Day	Monday, January 21
President's Day	Monday, February 18
Good Friday	Friday, April 19
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Thanksgiving Day	Thursday, November 28
Day After Thanksgiving	Friday, November 29
Christmas Eve (1/2 day)	Tuesday, December 24
Christmas Day	Wednesday, December 25
New Year's Eve (1/2 day)	Tuesday, December 31
New Year's Day 2020	Wednesday, January 1

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: GETTY DOUG
OWNER ADDRESS: 207 LANSDOWNE AV, WAYNE, PA 19087
ADDRESS OF PROPERTY: 207 LANSDOWNE AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2018-10

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

Renovate within space, modifications to 1st floor rear windows to accommodate new kitchen layout. New roof awning over proposed new door.

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

NOTES AND/OR CONDITIONS OF APPROVAL:

Approved as submitted.

ISSUED: Monday, November 12, 2018

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

Authorizing Bids for A
Sidewalk Replacement
Program Regarding
Damaged Blocks Caused
By Trees In The Right
Of Way

**RESOLUTION 2018-127
RADNOR TOWNSHIP**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE PURCHASE OF AED (AUTOMATED EXTERNAL DEFIBRILLATOR) EQUIPMENT AND SERVICES FOR THE RADNOR TOWNSHIP MUNICIPAL BUILDING, THE RADNOR TOWNSHIP PUBLIC WORKS GARAGE, RADNOR ACTIVITY CENTER AT SULPIZIO GYMNASIUM, AND FOR THE RECREATION DEPARTMENT

WHEREAS, Radnor Township strives to provide a conducive environment for emergency response for members of the public and its employees; and

WHEREAS, according to the American Heart Association, AEDs make it possible for people to respond to a medical emergency where defibrillation is required and improve the chances of survival when they can be made part of an emergency response along with rapid use of 9-1-1 and prompt delivery of cardio pulmonary resuscitation (CPR); and

WHEREAS, Radnor Township desires to purchase, and subsequently install, AED units at the Radnor Township Municipal Building, the Radnor Township Public Works Garage, and Radnor Activity Center at Sulpizio Gymnasium, along with providing a portable unit for the Recreation Department to have available at Township community events and programs; and

WHEREAS, the funding for the purchase of the AED equipment and services fits within the Township budget; and

WHEREAS, the Board of Commissioners desires to approve the proposed purchase of the AED equipment at a discount from the Pennsylvania State Purchasing Contract (COSTARS) and the corresponding services in accordance with the Home Rule Charter of Radnor Township; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Radnor Township does hereby approve the purchase of AED equipment and services for each of the outlined locations at a cost of \$12,544.20 from Tri-State Training & Safety Consulting, LLC.

Radnor Township Municipal Building:	\$4,858.80
Radnor Township Public Works Garage:	\$4,641.00
Radnor Activity Center at Sulpizio Gymnasium:	\$1,513.70
Recreation Department:	\$1,530.70

SO RESOLVED this 12th day of November, 2018.

TOWNSHIP OF RADNOR

By: _____
Name: Lisa Borowski
Title: President

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

Radnor Township



PROPOSED LEGISLATION

DATE: November 6, 2018
TO: Board of Commissioners
FROM: Tammy Cohen, Recreation & Community Programming Director

Ⓞ

LEGISLATION: Resolution #2018-127 Authorizing the purchase of AED (Automated External Defibrillator) Equipment and Services for the Radnor Township Municipal Building, the Radnor Township Public Works Garage, Radnor Activity Center at Sulpizio Gymnasium, and for the Recreation Department.

LEGISLATIVE HISTORY: This is the first legislative action on this topic.

PURPOSE AND EXPLANATION: Request is being made to authorize the Township to purchase AED Equipment and Services for the Radnor Township Municipal Building, the Radnor Township Public Works Garage, Radnor Activity Center at Sulpizio Gymnasium, and for the Recreation Department from Tri-State Training & Safety Consulting, LLC. at a cost of \$12,544.20. Tri-State operates in the Philadelphia region and specializes in emergency response equipment and education. According to the American Heart Association (AHA), AEDs make it possible for people to respond to a medical emergency where defibrillation is required and improve the chances of survival when they are part of an emergency response with use of 9-1-1 and prompt delivery of (CPR) cardio pulmonary resuscitation. This project will include the equipment and wall cabinets for three AED units at the Radnor Township Building (one unit will be available per floor and in the fitness room); three AED units at the Radnor Township Garage (one in the mechanics bay, one in the office, and one in the garage); 1 unit at Radnor Activity Center (at the main entrance); and 1 unit that will be used at Township community events and programs. The locations for each unit will be keeping with best practice recommendations from the AHA and OSHA (Occupational Safety & Health Administration) and will meet ADA (Americans with Disabilities Act) guidelines. This project will also include two annual in-person inspections by Tri-State and monthly digital record keeping ensuring unit compliance with manufacturer, state, local, and federal compliance. A map outline will be developed to define the location for AED unit along with information on unit operation. Subsequent training will take place with Township employees and members of the community.

IMPLEMENTATION SCHEDULE: Upon authorization by the Board of Commissioners, the AED equipment will be ordered and the plan for installation will begin by the Township. Installation will occur within 5 months.

FISCAL IMPACT: The project cost of the AED equipment and services will be expensed from each building's respective facility accounts within the Township Budget per the attached proposals that total \$12,544.20. There may be additional costs for signage and installation hardware that is needed.

There will be ongoing operational costs associated with this project for the upkeep the AED units as they reach the end of their warranty (recommended every 8 years) and pad replacement (\$500 every four years per unit) and for the annual maintenance and inspection (\$200 per unit). These costs will be monitored closely for ways to extend the lifecycle or be re-negotiated. There will also be associated costs for related training that would not be performed in-house through the Radnor Police Department.

RECOMMENDED ACTION: I would like to respectfully request that the Board approve Resolution #2018-127 authorizing the purchase of AED (Automated External Defibrillator) Equipment and Services for the Radnor Township Municipal Building, the Radnor Township Public Works Garage, Radnor Activity Center at Sulpizio Gymnasium, and for the Recreation Department.

1546

228 Ridley Ave
 Folsom, PA 19033
 (866) 503-3430
 info@tristatetraining.com



ADDRESS

Tammy Cohen
 Radnor Township
 301 Iven Ave
 Wayne, PA 19087

DATE
 07/30/2018

TOTAL
 \$4,858.80

EXPIRATION
 DATE
 02/01/2019

ACTIVITY	QTY	RATE	AMOUNT
HeartSine 350P AED AED, Carry Case, Adult Pads, 8yr warranty	3	1,245.00	3,735.00
*Highest water resistance rating among AEDs *Highest dust egress rating among AEDs *Highest drop resistance rating among AEDs *Highest rating for extreme cold and extreme heat conditions -Device includes free replacement pad/battery for any arrest use. -For any cardiac arrest save, provide required information to your distributor for a FREE AED each time a shock is delivered.			
TOWNSHIP BUILDING QUOTE:			
Ground floor lower level			
2nd floor main			
2nd floor fitness room			
CoStars Discount discount for CoStars AED 20% OFF	3,735	-0.20	-747.00
AED wall cabinet Wall mounted AED cabinet w/alarm.... Universal for all brands. Has a clear window with AED decal.	4	129.00	516.00
HeartSine Pedi Pads Pediatric pads w/batt (350p or 450p)	4	222.00	888.00
CoStars Accessorie Discount 15% off	888	-0.15	-133.20
AED Inspection YEARLY FEE to provide: TWO in person inspections and monthly digital record keeping to ensure compliance with manufacturer, State, Local and Federal compliance.	3	200.00	600.00

We guarantee to be cheaper than any other Estimate you receive

TOTAL \$4,858.80

Late payments will result in 1.5% fee and a loss of discounts.

Credit card payments will have a 5% fee added to total. ALL SALES ARE FINAL AS THE PAYMENT RESERVES YOUR SEAT IN THE SELECTED COURSE!

THANK YOU.

Accepted By

Accepted Date

Late payments will result in 1.5% fee and a loss of discounts.
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RESERVES YOUR SEAT IN THE SELECTED COURSE!

1547

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DATE
 07/30/2018

TOTAL
 \$1,513.70

EXPIRATION
 DATE
 02/01/2019

ACTIVITY	QTY	RATE	AMOUNT
HeartSine 350P AED AED, Carry Case, Adult Pads, 8yr warranty	1	1,245.00	1,245.00
*Highest water resistance rating among AEDs *Highest dust egress rating among AEDs *Highest drop resistance rating among AEDs *Highest rating for extreme cold and extreme heat conditions -Device includes free replacement pad/battery for any arrest use. -For any cardiac arrest save, provide required information to your distributor for a FREE AED each time a shock is delivered. RADNOR ACTIVITY CENTER			
CoStars Discount discount for CoStars AED 20% OFF	1,245	-0.20	-249.00
HeartSine Pedi Pads Pediatric pads w/batt (350p or 450p)	1	222.00	222.00
CoStars Accessorie Discount 15% off	222	-0.15	-33.30
AED wall cabinet Wall mounted AED cabinet w/alarm.... Universal for all brands. Has a clear window with AED decal.	1	129.00	129.00
AED Inspection YEARLY FEE to provide: TWO in person inspections and monthly digital record keeping to ensure compliance with manufacturer, State, Local and Federal compliance.	1	200.00	200.00

We guarantee to be cheaper than any other Estimate you receive

TOTAL \$1,513.70

THANK YOU.

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Accepted By

Accepted Date

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RESERVES YOUR SEAT IN THE SELECTED COURSE!

1548

228 Ridley Ave
 Folsom, PA 19033
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ADDRESS

Tammy Cohen
 Radnor Township
 301 Iven Ave
 Wayne, PA 19087

DATE
 07/30/2018

TOTAL
 \$1,530.70

EXPIRATION
 DATE
 02/01/2019

ACTIVITY	QTY	RATE	AMOUNT
HeartSine 350P AED AED, Carry Case, Adult Pads, 8yr warranty	1	1,245.00	1,245.00
*Highest water resistance rating among AEDs *Highest dust egress rating among AEDs *Highest drop resistance rating among AEDs *Highest rating for extreme cold and extreme heat conditions -Device includes free replacement pad/battery for any arrest use. -For any cardiac arrest save, provide required information to your distributor for a FREE AED each time a shock is delivered.			
DEPARTMENT PACK			
CoStars Discount discount for CoStars AED 20% OFF	1,245	-0.20	-249.00
HeartSine Pedi Pads Pediatric pads w/batt (350p or 450p)	1	222.00	222.00
CoStars Accessorie Discount 15% off	222	-0.15	-33.30
HeartSine BackPack HeartSine backpack for travel or outdoor (does not come with any first aid supplies)	1	146.00	146.00
AED Inspection YEARLY FEE to provide: TWO in person inspections and monthly digital record keeping to ensure compliance with manufacturer, State, Local and Federal compliance.	1	200.00	200.00

We guarantee to be cheaper than any other Estimate you receive

TOTAL \$1,530.70

THANK YOU.

Late payments will result in 1.5% fee and a loss of discounts.
 Credit card payments will have a 5% fee added to total. ALL SALES ARE FINAL AS THE PAYMENT RESERVES YOUR SEAT IN THE SELECTED COURSE!

Accepted By

Accepted Date

Late payments will result in 1.5% fee and a loss of discounts.
Credit card payments will have a 5% fee added to total. ALL SALES ARE FINAL AS THE PAYMENT
RESERVES YOUR SEAT IN THE SELECTED COURSE!

1549

228 Ridley Ave
 Folsom, PA 19033
 (866) 503-3430
 info@tristatetraining.com



ADDRESS

Tammy Cohen
 Radnor Township
 301 Iven Ave
 Wayne, PA 19087

DATE
 07/30/2018

TOTAL
 \$4,641.00

EXPIRATION
 DATE
 02/01/2019

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

HeartSine 350P AED AED, Carry Case, Adult Pads, 8yr warranty	3	1,245.00	3,735.00
--	---	----------	----------

- *Highest water resistance rating among AEDs
- *Highest dust egress rating among AEDs
- *Highest drop resistance rating among AEDs
- *Highest rating for extreme cold and extreme heat conditions

-Device includes free replacement pad/battery for any arrest use.
 -For any cardiac arrest save, provide required information to your distributor for a FREE AED each time a shock is delivered.

PUBLIC WORKS:

Mechanics Bay
 Main Office
 Garage

CoStars Discount discount for CoStars AED 20% OFF	3,735	-0.20	-747.00
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HeartSine Pedi Pads Pediatric pads w/batt (350p or 450p)	3	222.00	666.00
--	---	--------	--------

AED wall cabinet Wall mounted AED cabinet w/alarm.... Universal for all brands. Has a clear window with AED decal.	3	129.00	387.00
---	---	--------	--------

AED Inspection YEARLY FEE to provide: TWO in person inspections and monthly digital record keeping to ensure compliance with manufacturer, State, Local and Federal compliance.	3	200.00	600.00
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We guarantee to be cheaper than any other Estimate you receive

TOTAL	\$4,641.00
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THANK YOU.

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Credit card payments will have a 5% fee added to total. ALL SALES ARE FINAL AS THE PAYMENT RESERVES YOUR SEAT IN THE SELECTED COURSE!

Accepted By

Accepted Date

Late payments will result in 1.5% fee and a loss of discounts.
Credit card payments will have a 5% fee added to total. ALL SALES ARE FINAL AS THE PAYMENT
RESERVES YOUR SEAT IN THE SELECTED COURSE!

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

Appointments to Various Boards and Commissions

**RESOLUTION NO. 2018-123
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, DECLARING ITS SUPPORT FOR SMALL
BUSINESS SATURDAY IN RADNOR TOWNSHIP ON NOVEMBER
24, 2018**

WHEREAS, according to the United States small business administration, there are currently 28.8 million small businesses in the United States representing 99.7% of all businesses with employees in the United States; and

WHEREAS, 89% of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

WHEREAS, 87% of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

WHEREAS, Radnor Township supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods.

NOW, THEREFORE, be it resolved that the Board of Commissioners of Radnor Township does hereby proclaim November 24, 2018 as **Small Business Saturday** in Radnor Township, and the Board does hereby further urge the residents of the Township to support small businesses and merchants on **Small Business Saturday** and throughout the year.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 12th day of November, 2018.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____

RESOLUTION NO. 2018-53

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

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

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

WHEREAS, the Board previously adopted Resolution 2017-63 which established the Organizational Chart for the Township; and

WHEREAS, the Board of Commissioners wishes to amend the Organizational Chart to reflect various administrative changes.

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

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 12 day of November, 2018.

RADNOR TOWNSHIP

BY: _____
Name: Lisa Borowski
Title: President

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

Radnor Township



PROPOSED LEGISLATION

DATE: November 6, 2018

TO: Board of Commissioners

FROM: Robert Zienkowski, Township Manager

LEGISLATION: Resolution 2018-53 amending the Township's organizational chart.

LEGISLATIVE HISTORY: This reorganization has been discussed in three separate Personnel Sub-Committee meetings of the Board of Commissioners spanning from March – June. Since then, the Manager has met with the Board in executive session prior various Board meetings, most recently October 22 to review changes and updates. Township's organizational chart has been amended various times over the years. A list of the amendments is on page 1 of Exhibit A. The last amendment was in April 2018, via Resolution 2017-63

PURPOSE AND EXPLANATION: The Administration reviews departmental organization periodically as opportunities arise due to program changes, personnel changes, etc. The goals of this reorganization are (a) to reduce operating costs, (b) realign certain business processes seeking greater customer service and efficiency, (c) reallocating resources to address project delivery, and (d) to provide direct supervision to certain areas needing more attention.

Executive Summary of Proposed Changes:

1. Fire Code Enforcement moves to Police: The goal is to provide clearer direction and support between the Police and Fire organizations.
2. Police reverts to 2016 organization: More specifically, the position of Deputy Superintendent would be eliminated and the Department would go back to having two Lieutenants overseeing the two major areas of responsibility (Operations and Special Operations)
3. Engineering would add a Project Manager position for the purpose of leading Township owned projects from concept, funding, communication, bidding, construction, and wrap up.
4. Community and Recreation Programming would eliminate the part-time Coordinator and replace it with a full-time Coordinator to assist with the growing community programming and field renting demands.

FISCAL IMPACT: The table below summarizes the anticipated savings to be realized:

Vacant Position Savings	\$(183,604)
Recreation Coordinator	35,000
Engineering Project Manager	39,224
Proposed Wage Adjustments	34,582
Net Cost / (Savings)	\$(74,798)

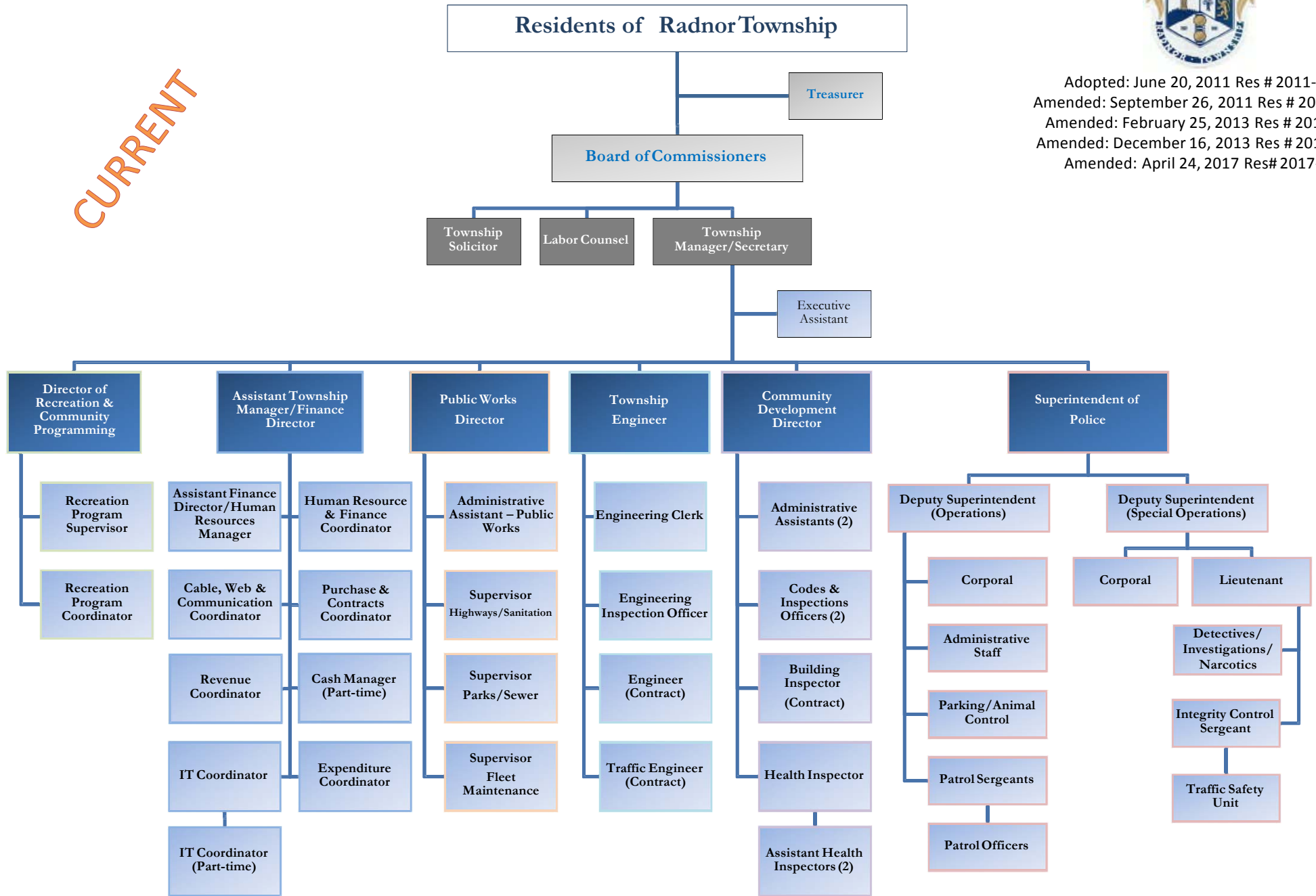
RECOMMENDED ACTION: The Administration respectfully requests that the Board of Commissioners adopts Resolution 2018-53 and the accompanying legislation at the November 12, 2018 meeting.

RADNOR TOWNSHIP ORGANIZATIONAL CHART



Adopted: June 20, 2011 Res # 2011-87
 Amended: September 26, 2011 Res # 2011-116
 Amended: February 25, 2013 Res # 2013-20
 Amended: December 16, 2013 Res # 2013-144
 Amended: April 24, 2017 Res# 2017-63

CURRENT

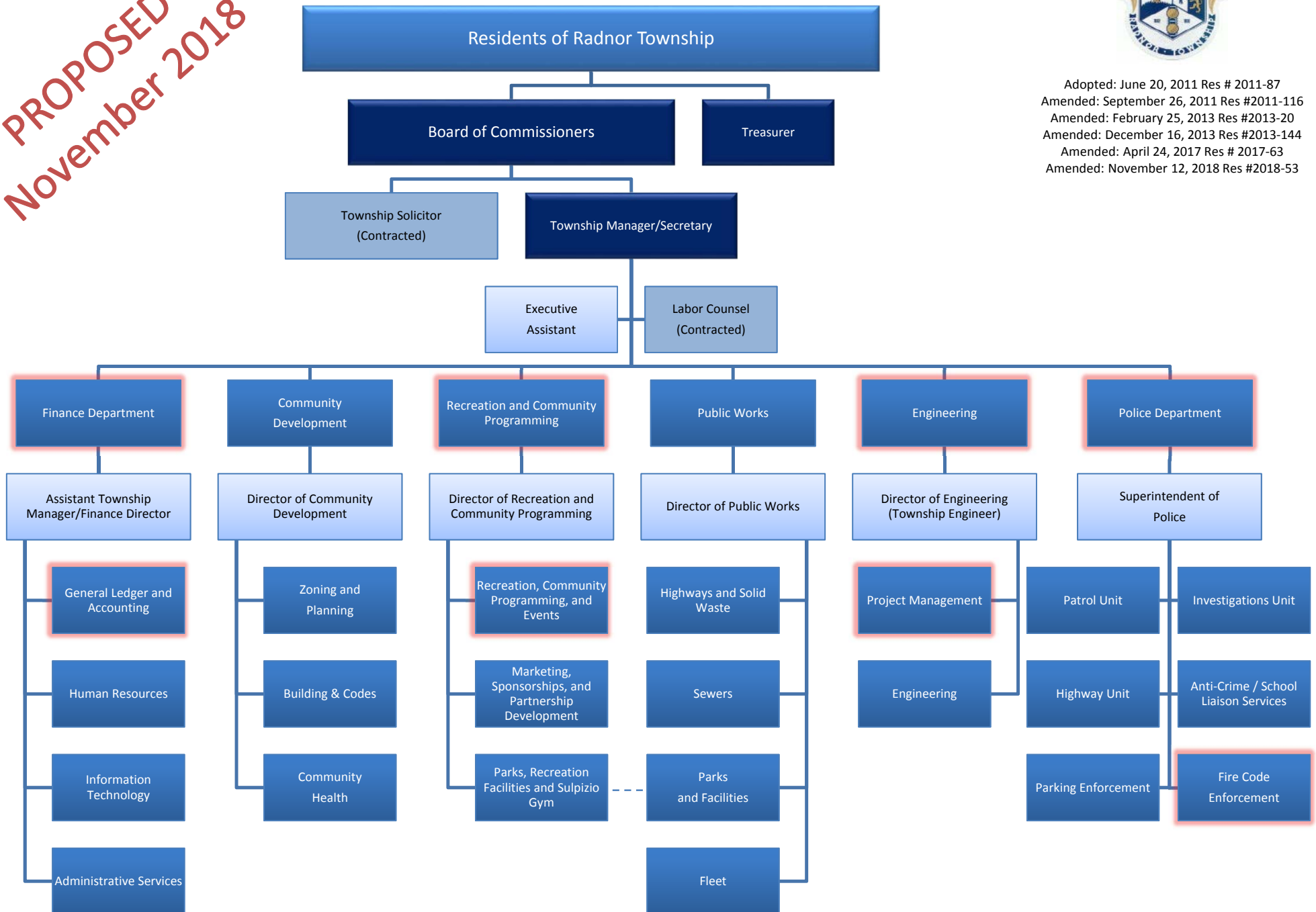


RADNOR TOWNSHIP ORGANIZATIONAL CHART

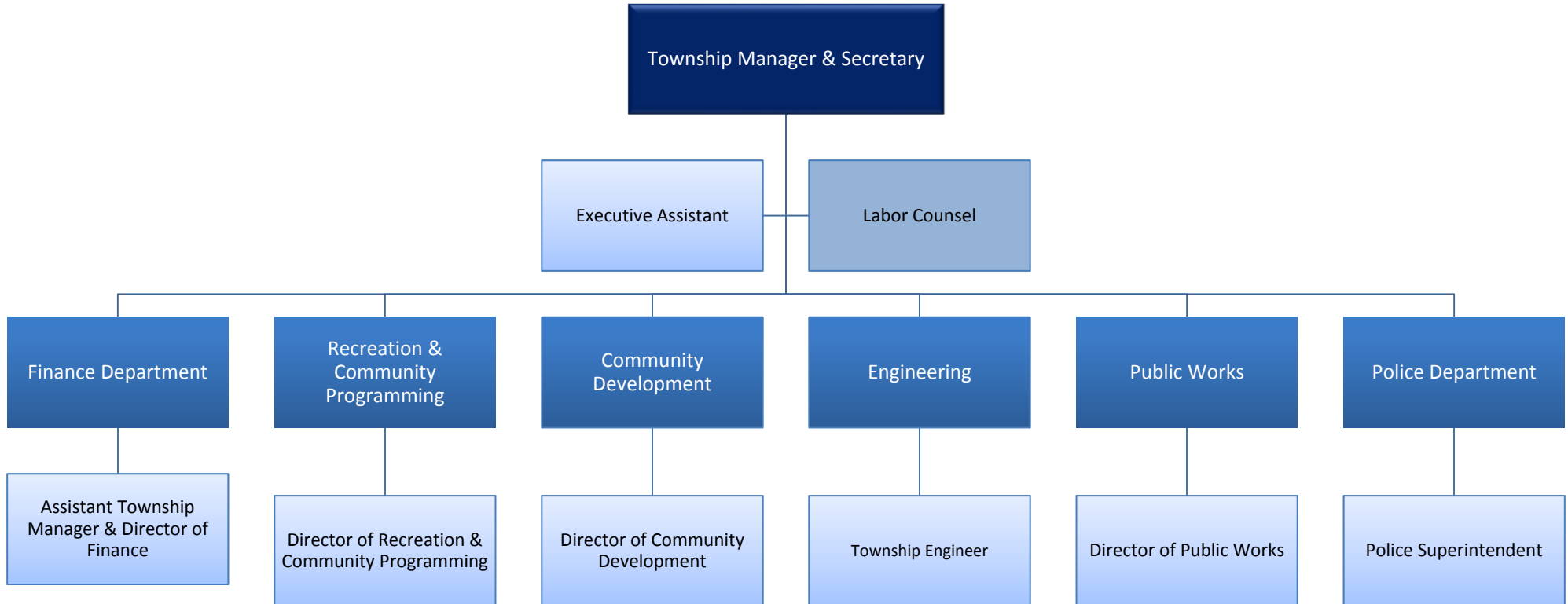


Adopted: June 20, 2011 Res # 2011-87
 Amended: September 26, 2011 Res #2011-116
 Amended: February 25, 2013 Res #2013-20
 Amended: December 16, 2013 Res #2013-144
 Amended: April 24, 2017 Res # 2017-63
 Amended: November 12, 2018 Res #2018-53

PROPOSED
November 2018

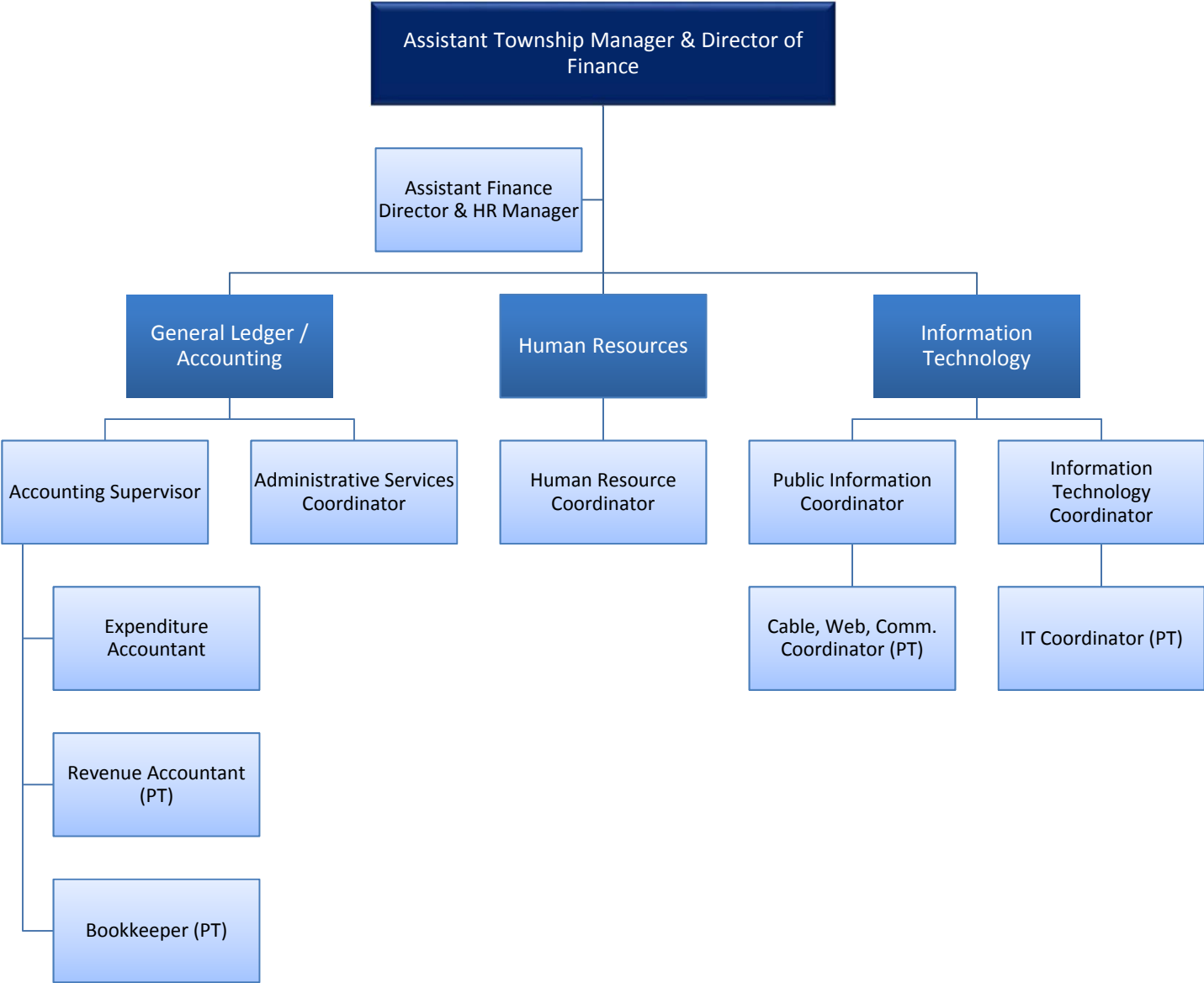


RADNOR TOWNSHIP ADMINISTRATION



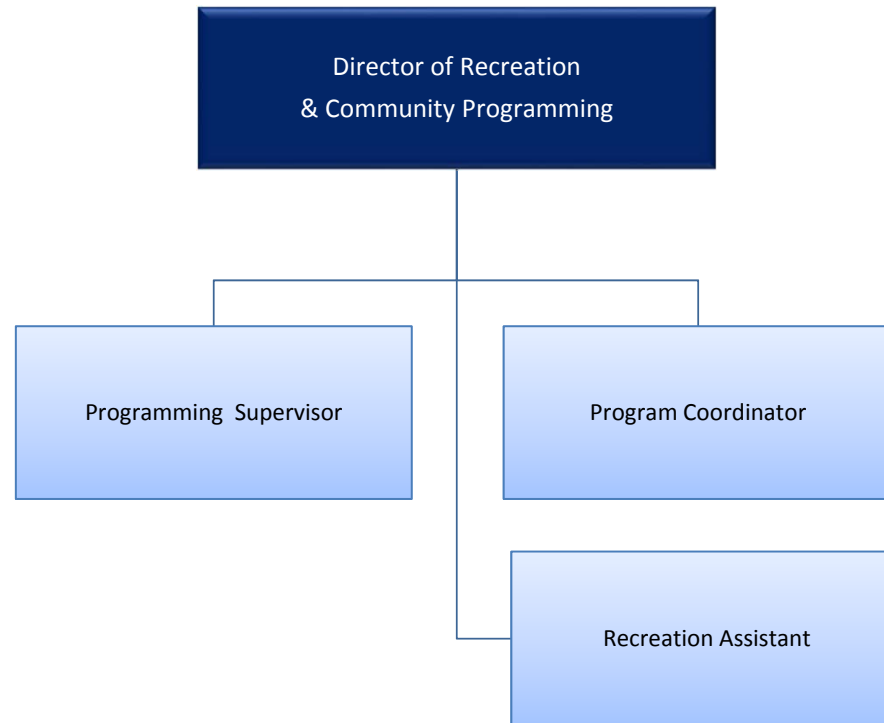
RADNOR TOWNSHIP

FINANCE

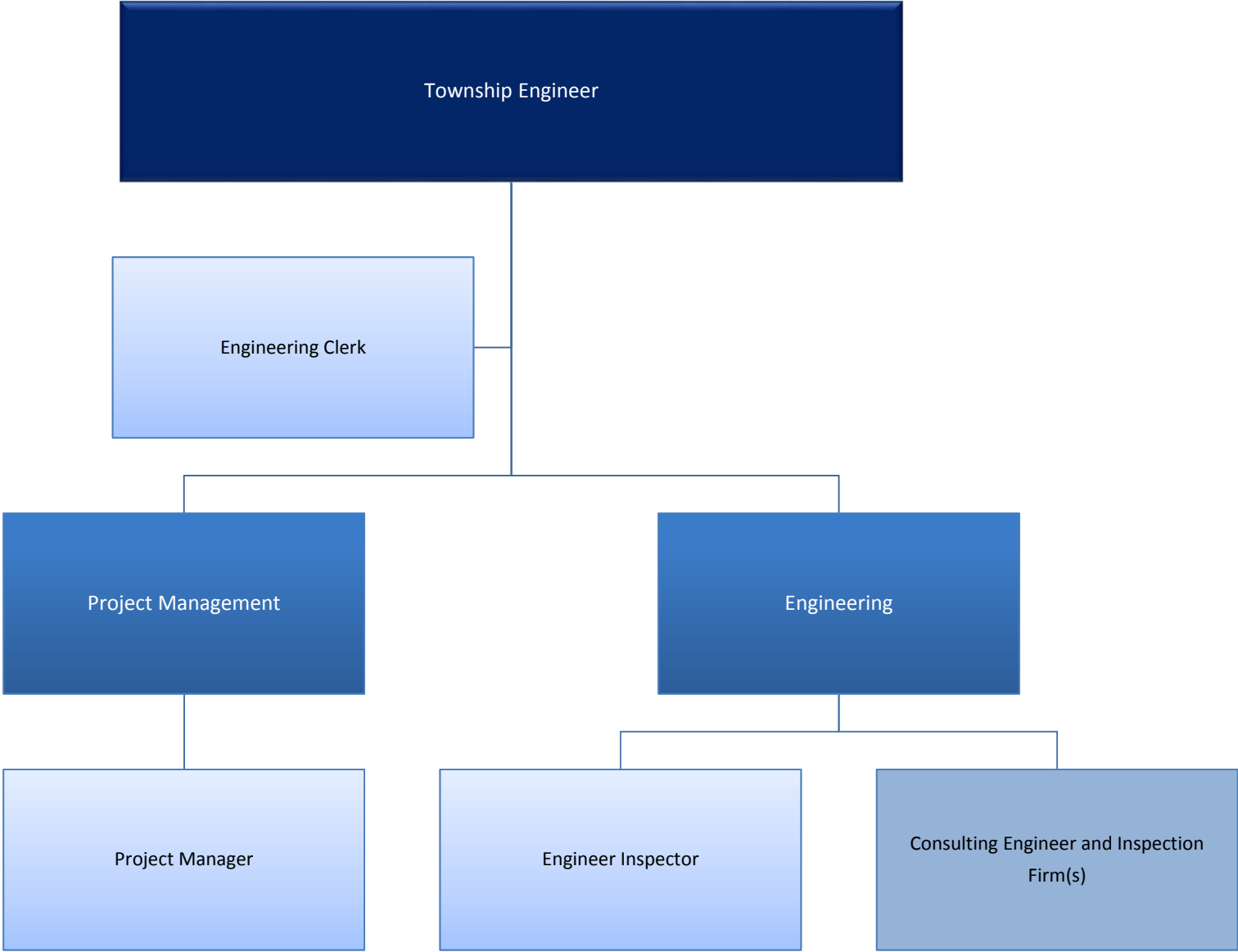


RADNOR TOWNSHIP

RECREATION & COMMUNITY PROGRAMMING

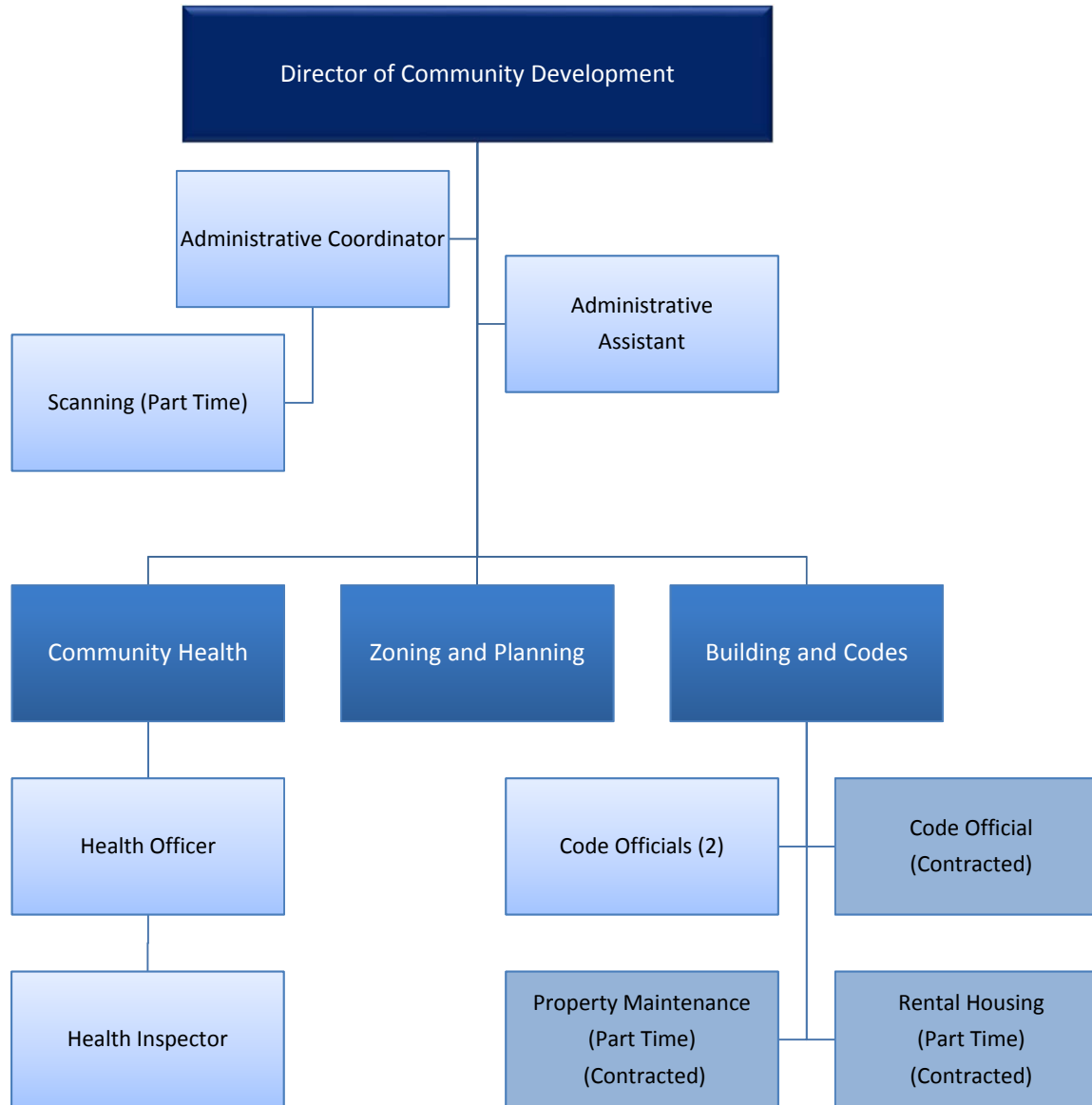


RADNOR TOWNSHIP ENGINEERING



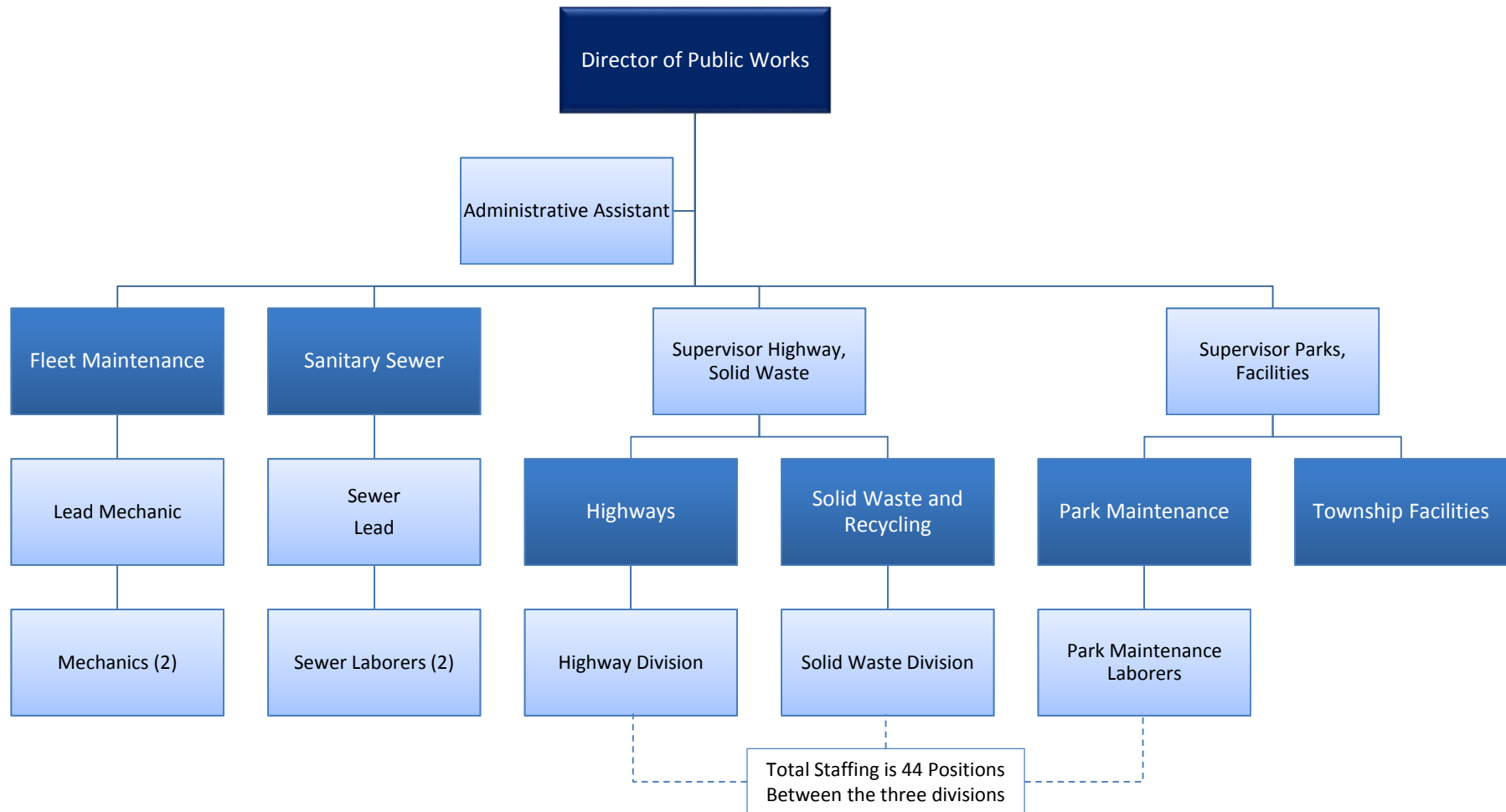
RADNOR TOWNSHIP

COMMUNITY DEVELOPMENT

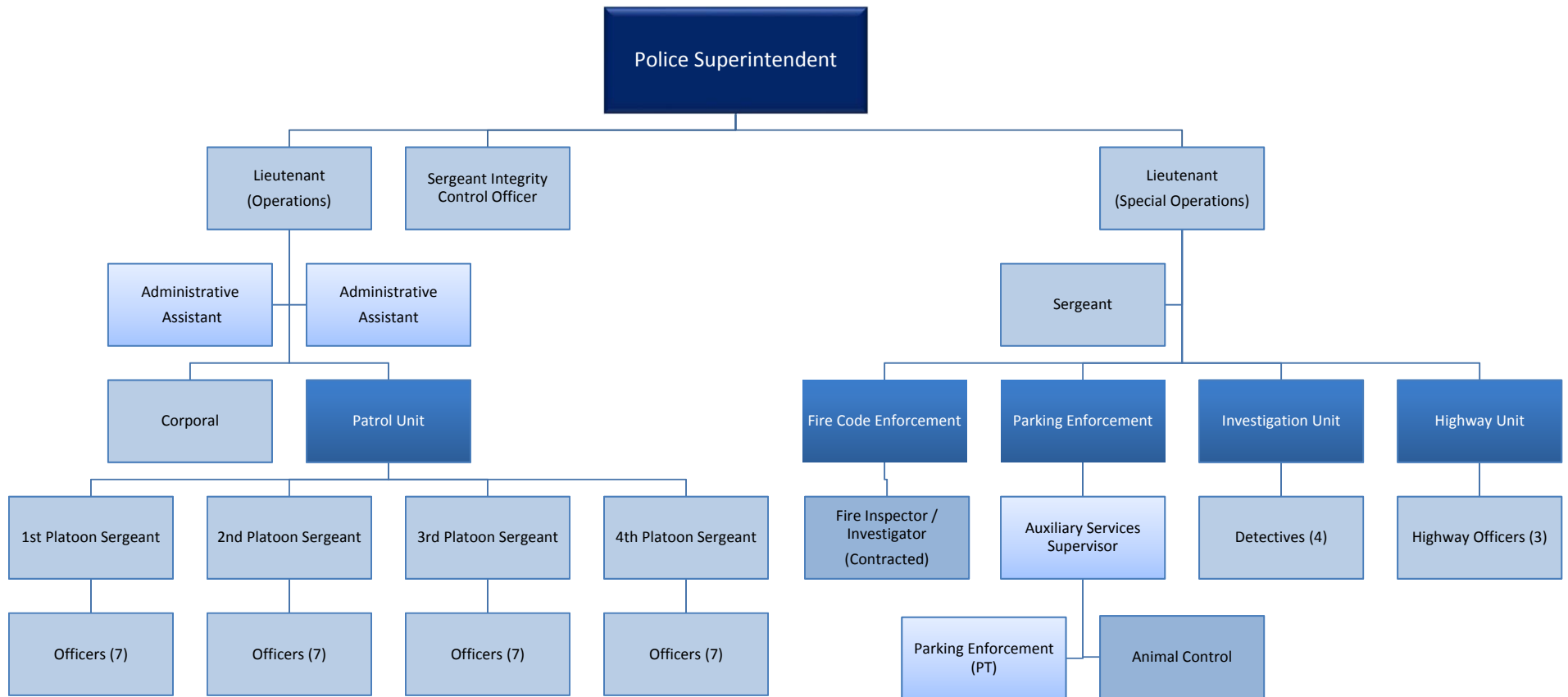


RADNOR TOWNSHIP

PUBLIC WORKS



RADNOR TOWNSHIP POLICE



RESOLUTION NO. 2018-86

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, FURTHER AMENDING THE 2018 WAGE AND SALARY
SCHEDULE**

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

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

WHEREAS, the Board of Commissioners adopted Resolution 2017-132 on December 11, 2017 establishing the 2018 Wage and Salary schedule for all Township employees; and

WHEREAS, the Township Manager has recommended various wage adjustments as previously discussed with the Board which coordinates with the Reorganization Resolution 2018-53 on the same November 12, 2018 agenda; and

WHEREAS, in the effort to promote fiscal transparency, the Board wishes to amend the 2018 Wage and Salary Schedule to reflect the change in wages accordingly via this Resolution in a public meeting.

NOW, THEREFORE, be it hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby further amend the 2018 Wage and Salary Schedule for fiscal year 2018 as follows (Noting that the Township Manager’s compensation is determined by separate contract and is not part of this resolution):

Department	Emp#	Current Rate	Amended Rate	Effective Date
Engineering	319	\$76.4006	\$78.0489	1/1/2018
Engineering (New)	TBD	n/a	49.4505	11/12/2018
Comm Dev.	32	54.1802	57.7987	1/1/2018
Comm Dev.	306	37.3161	38.9645	11/12/2018
Recreation	507	24.5584	27.7452	1/1/2018
Recreation (New)	TBD	n/a	22.5275	11/12/2018
Administration	17	41.9252	43.4065	1/1/2018
Admin. / Finance	21	84.3728	88.2190	1/1/2018
Finance	40	43.1138	45.3117	11/12/2018
Finance	26	41.1899	42.5635	11/12/2018

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 12 day of November, 2018.

RADNOR TOWNSHIP

BY: _____
Name: Lisa Borowski
Title: President

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

Radnor Township

PROPOSED LEGISLATION



DATE: November 6, 2018

TO: Board of Commissioners

FROM: Robert Zienkowski, Township Manager

LEGISLATION: Resolution 2018-86 amending the 2018 Wage and Salary schedule authorizing increases various positions as discussed at the June 25, 2018 and October 22, 2018 executive session meeting.

LEGISLATIVE HISTORY: The Board of Commissioners adopted Resolution 2017-132 on December 11, 2017 establishing the 2018 Wage and Salary schedule for all Township employees.

PURPOSE AND EXPLANATION: As discussed with the Board at the June 25 and October 22 meeting, the various amendments are in conjunction with Resolution 2018-53 and are being recommended based on merit, increased responsibility and / or promotion.

FISCAL IMPACT: As noted with the Reorg Resolution, the impact of these increases (\$34,582) is being more than offset by savings generated from other position changes / vacancies. Here is the summary table presented with the Reorg:

Vacant Position Savings	\$(183,604)
Recreation Coordinator	35,000
Engineering Project Manager	39,224
Proposed Wage Adjustments	34,582
Net Cost / (Savings)	\$(74,798)

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the November 12, 2018 Board of Commissioner meeting along with Resolution 2018-53.

Presentation - Radnor Fire Company Strategic Plan

RESOLUTION NO. 2018-129

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING A CONTRACT WITH THE U.S. DEPARTMENT OF AGRICULTURE FOR PROFESSIONAL DEER CULLING AND GEESE CONTROL SERVICES

WHEREAS, Radnor Township established a Deer Mitigation Program through Resolution No. 2012-76 to provide for the control of deer density through education, private hunting and professional culling and geese control services; and

WHEREAS, Radnor Township promotes legal and permitted hunting activities on privately held land and on designated Township properties in Radnor during hunting season in Pennsylvania; and

WHEREAS, the Board of Commissioners desires to enter into a Cooperative Services Agreement for professional deer culling and geese control services with the U.S. Department of Agriculture.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby approve the Cooperative Services Agreement with the U.S. Department of Agriculture, a copy of which is attached hereto and incorporated herein as *Exhibit "A"*, to manage the deer and geese population for the 2019 season. The term of the Agreement will commence on January 1, 2019 and shall expire on December 31, 2019. The cost of the program shall be an amount not to exceed \$27,680.12.

SO RESOLVED this 12th day of November, 2018.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

COOPERATIVE SERVICE AGREEMENT
between
The Township of Radnor (TOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project, as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and TOR mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

TOR: Christopher Flanagan, Chief
301 Iven Ave.
Wayne, PA 19087-5297
610-688-0503, Ext 108

APHIS WS: Harris Glass, State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or

amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Chief Christopher Flanagan or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Chief Christopher Flanagan and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

TOR agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with mutually agreed upon wildlife species. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by TOR. TOR will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). TOR will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The TOR ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the TOR authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for white-tailed deer and Canada geese and list USDA, APHIS, Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at TOR as described in the Work and Financial Plans.
2. Designate to TOR the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill TOR for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and TOR shall have the right to inspect and audit such records.
4. To coordinate with TOR before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

TOR certifies that APHIS WS has advised the TOR that there may be private sector service providers available to provide wildlife management services that the TOR is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the TOR does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

TOR Taxpayer Identification Number (TIN) 23-6000200

TOWNSHIP OF RADNOR:

BY: Christopher B. Flanagan 10/31/2018
Christopher Flanagan, Chief Date
301 Iven Ave.
Wayne, PA 19087-5297

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Date _____
Harris Glass, State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

BY: _____ Date _____
Willie Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The USDA Wildlife Services (WS) operational deer damage management program will assist TOR in reducing deer numbers to obtain local population management goals established by TOR and WS. The direct result of these management efforts is intended to reduce damage to private property and forested ecosystems, the threat of deer vehicle collisions, and disease. This will be accomplished by managing deer at goals recommended by WS for urban habitats.

An integrated waterfowl damage management program will also be implemented to reduce/prevent damages caused by Canada geese that consist of the accumulations of droppings on grounds, athletic fields, parking areas, walkways, and near building entrances. Fecal material that is being tracked into buildings and aggressive goose behavior toward people during nesting season is causing potential health hazards to people at the site.

Location

Township of Radnor, Delaware County, Pennsylvania

Location type (circle):

Rural

or

Urban

Planned APHIS WS Activities For White-tailed Deer

1. WS will conduct a minimum of two infrared camera surveys from a vehicle along a standardized route developed by WS. WS will request the assistance of one representative of TOR to drive the survey vehicle and to provide logistical support. WS will provide TOR with the estimated deer density throughout Radnor Township after the surveys are completed.
2. Prior to initiating deer removal activities, preliminary site visits will be conducted by WS to determine safe and appropriate shooting locations, and to become familiar with the properties.
3. WS personnel will coordinate with TOR to obtain written landowner permission, and will complete a WS 12A form whenever appropriate or applicable.
4. WS will coordinate with TOR to conduct daily operational activities.
5. WS will conduct deer removal activities up to 6 nights beginning in March 2019 through April 2019. WS and TOR will coordinate to schedule nights of removal to maximize the safety and efficiency of the operational program. Additional days of operational removal may be added as needed if allocated funding per Attachment B is amended to fund additional days. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.
6. WS will make a reasonable effort to conduct operational activities. In the event of adverse or unsafe circumstances created by individuals who are not directly responsible for carrying out the terms of this agreement, WS will request and require TOR to provide additional (law enforcement/security) support to allow WS to conduct activities in a safe and efficient manner. In the event that TOR cannot provide adequate assistance, this agreement will be terminated and the appropriate costs accumulated by WS will be reimbursed by TOR.
7. Deer will be removed by use of suppressed rifles with high expansion ammunition, along with the aid of bait, stands, vehicles, artificial light, night vision equipment, and forward-looking infrared (FLIR) from elevated positions. Quick-kill, head/neck shots, will be used whenever possible to ensure humane and rapid death. Deer will be quickly recovered and removed to reduce the disruption to the immediate environment.
8. Removal activities will occur from 8:00 pm to 6:00 am, unless otherwise agreed upon by WS and TOR. TOR preferences regarding days, time, locations, and procedure will be adhered to when instructed by appropriate TOR personnel provided such requests are within established WS protocols.
9. WS will be responsible for selecting bait sites prior to beginning deer removal operations. TOR will be responsible for placing the bait at the locations selected by WS.
10. TOR will be responsible for coordinating with a processor to ensure that venison from deer is donated for charitable food distribution. TOR will be responsible for delivering deer carcasses to the selected processor if needed.
11. Wildlife removal will be approved by and coordinated with the Pennsylvania Game Commission (PGC). In cooperation with TOR, WS will assist TOR to apply for a deer control permit through the PGC.

Planned APHIS WS Activities for Canada Geese

1. **TOR** will institute a no feeding waterfowl policy and actively enforce (i.e., education and signage) the policy.
2. APHIS WS will provide oversight and instructional assistance in the application of visual and audible deterrents and chemical repellents in the implementation of habitat modification and exclusion measures.
3. APHIS WS will conduct nest and egg treatment at approximately 7-10 intervals for the 8 week nesting season. Nests and eggs will be collected and disposed of following the 28-30 incubation period.
4. APHIS WS will conduct waterfowl harassment (i.e., visual deterrents, use of lasers, chasing with dogs and remote controlled boats, pyrotechnics, recorded distress calls, etc.) at **TOR** when deemed necessary by APHIS WS. Harassment will be conducted 3 times per week for approximately 4 weeks after nesting, but before molting (May-June). Harassment will be conducted again for 12 weeks following the molt and will conclude December 31, 2019.
5. APHIS WS personnel will be available to provide technical assistance to **TOR** in further deterring Canada geese and preventing other wildlife damage upon request.

Effective Dates

The Cooperative Service Agreement shall commence on January 1, 2019 and shall expire on December 31, 2019.

**ATTACHMENT B
FINANCIAL PLAN**

<u>Personnel Costs</u>	<u>\$17,622.16</u>
<u>Travel</u>	<u>\$1,830.00</u>
<u>Vehicle Fuel and Maintenance</u>	<u>\$1,050.00</u>
<u>Supplies and Equipment</u>	<u>\$1,267.50</u>
<u>Subtotal (Direct Costs)</u>	<u>\$21,769.66</u>
<u>Pooled Job Costs</u>	<u>\$2,394.66</u>
<u>Indirect Costs</u>	<u>\$3,515.80</u>
<u>TOTAL</u>	<u>\$27,680.12</u>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$27,680.12**

Beginning October 1, 2012 USDA APHIS WS implemented a new financial management system. This system will automatically process and forward invoices to the cooperator for payment. The cooperator will have 2 options for billing frequency: monthly or quarterly. Please CIRCLE your desired billing option below:

MONTHLY BILLING

QUARTERLY BILLING

Please note that invoices will be processed at the above selected frequency and will include all expenses that have posted to the system at that time. It is possible that these invoices may vary significantly depending upon what expenses are listed when the invoice is processed.

Financial Point of Contact

TOR: Christopher Flanagan
Chief, TOR Police

610-688-0503, Ext. 108
Phone

APHIS WS: Daisy Marrero
Budget Analyst

717-236-9451
Phone

Please Send Invoices to:

Name: Chief, Christopher Flanagan
Address: 301 Iven Ave. Wayne, PA 19087-5297

Phone Number: 610-688-0503, Ext. 108
Email: cflanagan@radnor.org

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS
FROM: WILLIAM WHITE, ASSISTANT TOWNSHIP MANAGER & FINANCE DIRECTOR
SUBJECT: DEPT OF THE AUDITOR GENERAL PENSION AUDIT EMAIL AND REPORTS
DATE: SEPTEMBER 14, 2018
CC: ROBERT ZIENKOWSKI, TOWNSHIP MANAGER
ROBERT TATE, ASSISTANT FINANCE DIRECTOR & HR MANAGER



Finance
Department

This Memorandum is in response to the Department of The Auditor General Bureau of Municipal Pension Audits' email to the Board of Commissioners dated Tuesday September 11. The audit was conducted in July / August 2018 and covered the periods from 2015 – 2017. This is the first time we are seeing these results in an official capacity.

In typical fashion, the State's email is incomplete and provides no context to help the reader understand exactly what is going on. Instead, it immediately calls out the findings along with a stock comment regarding their "concern" since these were repeat findings [more on that below]. Let's start with why the audit was conducted: Act 205 requires that the State audit all municipalities that receive any kind of state pension aid. We have similar audits as they relate to Liquid Fuels, which are conducted annually for the same reason; Radnor receives State Liquid Fuels funds. In this case, the focus of the audit is specific to the pension plans and the provisions of Act 205 (and others as it pertains to Police). Pages 1 – 3 in each of the "Compliance Audit" reports attached to the email go into detail on what the audits cover. It's important to note that (a) these audits are conducted by employees of the State, and (b) that our independent financial auditors do not perform the same level of compliance review in their annual audits to avoid duplicating efforts which would drive up costs. Instead, our independent annual audits focus on the presentation of the financial picture.

Specific to the three findings regarding the Police Pension Fund, our "Management's Response" included in the report details our legal arguments on why we continue to object to the findings. Some additional context is provided below:

Findings #1 and #3: Pension Benefits Not In Compliance with Act 600, and Unauthorized Provision For A Killed In Service Benefit, respectively:

I'll lump these two together because they carry the same problem. First, let's be clear that Radnor is *not* providing pension benefits that are unauthorized. This is a material misstatement on the State's part in how they title these findings. The reality of the situation is that certain benefits were negotiated with the FOP prior to Act 600 and, as evidenced by prior court rulings, cannot be changed for active members. Our position when these findings were presented back in 2013 and 2015 was that the Township would make the necessary changes to the collective bargaining agreement with all *new police hires*. That has been accomplished but went unrecognized by the Auditor. To resolve the Township's treatment of these two findings, we will have an ordinance for the Board's consideration at the October

8 meeting that will reconcile the Township Code with collectively bargained benefits. We received verbal assurance from the auditor that this will resolve the finding moving forward. [The Ordinance was ready for the September 10 meeting, but that meeting was cancelled, and the September 24 meeting agenda is overloaded. So, the next meeting is October 8.]

Finding #2 Improper Reduction of Member's Contributions:

Again, this finding's title is very misleading. Let's be clear that there has been *no improper reduction of member contributions*. Instead, Act 600 allows municipalities to adopt a resolution that reduces member contributions from the 5% required by Act 600. This finding was included in the report because we didn't adopt the resolution; not because of improper reduction of member contributions. The audit report suggest that the Township has not corrected this from prior audit reports. As it relates to the resolution, we concede the point. However, the State failed to recognize that the Township *did* follow through on its promise to increase negotiated member contributions to 5% for officers hired after 1/1/2013, and therefore are in compliance with Act 600. To resolve this issue moving forward, a resolution will be on the October 8 agenda that will cover 2018. Then, annually in January, a resolution will be included on the agenda.

**RADNOR TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA**

**ORDINANCE NO.: 2018-12
ADOPTED _____**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AMENDING CHAPTER 62, PENSIONS AND
ANNUITIES, OF THE CODE OF THE TOWNSHIP OF RADNOR BY
REVISING DEFINITIONS, CONTRIBUTIONS, AND BENEFITS**

WHEREAS, Chapter 62, Pensions and Annuities of the Code of the Township of Radnor sets forth the requirements of the Pension Plans for Radnor Township employees; and

WHEREAS, Article II of Chapter 62 specifically deals with the Police Pension Plan; and

WHEREAS, the September 2018 Compliance Audit of the Radnor Township Police Pension Plan found that the Plan language did not fully comply with the Police Pension Fund Act (Act of May 29, 1956; P.L. 1804, No. 600; 53 P.S. §761 *et seq.*) (“Act 600”); and

WHEREAS, the Compliance Audit recommended certain changes to the Police Pension Plan language to bring it into compliance with Act 600; and

WHEREAS, the Township has bargained with the Fraternal Order of Police, Lodge 27 to institute these recommended changes to the Police Pension Plan language.

NOW THEREFORE, the Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendments to Chapter 62 of the Code of the Township of Radnor as follows:

ARTICLE I. Definitions

The existing definition of “Act 24 Retirement Date” found in Section 62-14, Definitions, of Chapter 62, Pensions and Annuities, of the Code of the Township of Radnor is hereby amended to read as follows:

ACT 24 RETIREMENT DATE — For a participant who has not attained his/her normal retirement date, the date on which the participant has completed 20 years of service, regardless of age, pursuant to Act 24 of 1998, as may be amended from time to time.

ARTICLE II. Definitions

The existing definition of “Employment” found in Section 62-14, Definitions, of Chapter 62, Pensions and Annuities, of the Code of the Township of Radnor is hereby amended to read as follows:

EMPLOYMENT — For purposes of determining aggregate service, shall mean:

- A. The period of time for which an employee is directly or indirectly compensated or entitled to compensation by the employer for the performance of duties as a police officer;
- B. Any period of time for which an employee is paid a fixed, periodic amount in the nature of salary continuation payments for reasons other than the performance of duties (such as vacation, holidays, sickness, entitlement to benefits under workers’ compensation and the Heart and Lung Act, the Family and Medical Leave Act of 1993 or other laws), either directly by the employer or through a program to which the employer has made contributions on behalf of the employee, excepting any time during which the employee is entitled to benefits under this plan; and
- C. Any period of voluntary or involuntary military service with the armed forces of the United States of America, provided that:
 - (1) The participant had been employed as a regular, full-time member of the employer’s police force for a period of at least 6 months immediately prior to the period of military service; and
 - (2) The participant returns to employment within six months following his/her discharge from military service or within such longer period during which his/her employment rights are guaranteed by applicable law or under the terms of a collective bargaining agreement with the employer.
- D. For plan years beginning January 1, 2001, any period of qualified military service as determined under the requirements of Chapter 43 of Title 38, United State Code, provided that the participant returns to employment following such period of qualified military service, and the participant makes payment to the plan in an amount equal to the employee contributions that would otherwise have been paid to the plan during such period of qualified military service. The amount of employee contributions shall be based upon an estimate of the compensation that would have been paid to the participant during such period of qualified military service as determined by the average compensation paid to the participant during the 12 months immediately preceding the period of qualified military service. The amount of employee contributions so calculated must be paid into the plan before the end of the period that begins on the date of reemployment and ends on the earlier of the date that ends the period that has a duration of three times the period of qualified military service or the date that is five years after the date of reemployment.

ARTICLE III. Definitions

The existing definition of “Normal Retirement Date” found in Section 62-14, Definitions, of Chapter 62, Pensions and Annuities, of the Code of the Township of Radnor is hereby amended to read as follows:

NORMAL RETIREMENT DATE — For participants who began employment prior to January 1, 2007, the earlier of the:

- A. Date on which the participant has both completed 25 years of aggregate service with the employer and has attained age 50 while an employee; or
- B. Date on which the participant has both completed 20 years of aggregate service with the employer and has attained age 60 while an employee.

For participants who began employment on or after January 1, 2007, the date on which the participant has both completed 25 years of aggregate service with the employer and has attained age 50 while an employee.

ARTICLE IV. Contributions

Subsection 62-17.A of Chapter 62, Pensions and Annuities, of the Code of the Township of Radnor is hereby amended to read as follows:

- A. Participant contributions. Each participant hired prior to January 1, 2013 shall make regular biweekly contributions to the plan at a rate of 3% of his/her basic monthly earnings. Each participant hired on or after January 1, 2013 shall make regular biweekly contributions to the plan at a rate of 5% of his/her basic monthly earnings.

ARTICLE V. Retirement Benefits

Subsection 62-18.C of Chapter 62, Pensions and Annuities, of the Code of the Township of Radnor is hereby amended to read as follows:

- C. Act 24 retirement benefit. Each participant, regardless of age, who elects to retire after the Act 24 retirement date, but before the normal retirement date pursuant to § 62-14 hereinabove shall receive a benefit equal to the accrued benefit that is reduced actuarially in accordance with Act 24 of 1998, as may be amended from time to time.

ARTICLE VI. Death Benefits

Subsection 62-20.B(2)(c) of Chapter 62, Pensions and Annuities, of the Code of the Township of Radnor is hereby amended to read as follows:

- (c) Killed in service. In the event a participant is killed in service, the participant's surviving spouse or eligible dependents (if any, as defined by Act 51 of 2009) shall receive the benefits provided for and subject to the terms of Act 51 of 2009, which benefits are paid exclusively by the Commonwealth of Pennsylvania with the exception of any pension benefit to which the member was entitled prior to the member's death, solely by virtue of the member's service as a Township police officer (*i.e.*, either a normal, early, or vested pension benefit).

ARTICLE VII. Repealer

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

ARTICLE VIII. Severability

If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

ARTICLE IX. Effective Date

This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

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**RADNOR TOWNSHIP
ORDINANCE NO.: 2018-12
Police Pension Amendment**

ENACTED and *ORDAINED* this _____ day of _____, 2018.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

**RADNOR TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA**

**ORDINANCE NO.: 2018-12
ADOPTED _____**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AMENDING CHAPTER 62, PENSIONS AND
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WHEREAS, the Compliance Audit recommended certain changes to the Police Pension Plan language to bring it into compliance with Act 600; and

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ACT 24 RETIREMENT DATE — [For a participant who has not attained his/her normal retirement date, the date on which the participant has completed 20 years of service and, for purposes of this plan, has not yet attained age 60, regardless of age](#), pursuant to Act 24 of 1998, as may be amended from time to time.

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- C. Any period of voluntary or involuntary military service with the armed forces of the United States of America, provided that:
 - (1) The participant had been employed as a regular, full-time member of the employer’s police force for a period of at least ~~18~~6 months immediately prior to the period of military service; and
 - (2) The participant returns to employment within six months following his/her discharge from military service or within such longer period during which his/her employment rights are guaranteed by applicable law or under the terms of a collective bargaining agreement with the employer.
- D. For plan years beginning January 1, 2001, any period of qualified military service as determined under the requirements of Chapter 43 of Title 38, United State Code, provided that the participant returns to employment following such period of qualified military service, and the participant makes payment to the plan in an amount equal to the employee contributions that would otherwise have been paid to the plan during such period of qualified military service. The amount of employee contributions shall be based upon an estimate of the compensation that would have been paid to the participant during such period of qualified military service as determined by the average compensation paid to the participant during the 12 months immediately preceding the period of qualified military service. The amount of employee contributions so calculated must be paid into the plan before the end of the period that begins on the date of reemployment and ends on the earlier of the date that ends the period that has a duration of three times the period of qualified military service or the date that is five years after the date of reemployment.

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- A. Date on which the participant has both completed 25 years of aggregate service with the employer and has attained age 50 while an employee; or
- B. Date on which the participant has both completed 20 years of aggregate service with the employer and has attained age 60 while an employee.

For participants who began employment on or after January 1, 2007, the date on which the participant has both completed 25 years of aggregate service with the employer and has attained age 50 while an employee.

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Subsection 62-18.C of Chapter 62, Pensions and Annuities, of the Code of the Township of Radnor is hereby amended to read as follows:

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Subsection 62-20.B(2)(c) of Chapter 62, Pensions and Annuities, of the Code of the Township of Radnor is hereby amended to read as follows:

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ARTICLE VII. Repealer

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

ARTICLE VIII. 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.

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**RADNOR TOWNSHIP
ORDINANCE NO.: 2018-12
Police Pension Amendment**

ENACTED and *ORDAINED* this _____ day of _____, 2018.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

TOWNSHIP OF RADNOR
Delaware County, Pennsylvania

ORDINANCE NO. 2018- 14

AUTHORIZING THE INCURRENCE BY THE TOWNSHIP OF RADNOR OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION NOTE, SERIES OF 2018 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$4,545,000 FOR THE PURPOSE OF PROVIDING FUNDS FOR AND TOWARDS FINANCING VARIOUS CAPITAL PROJECTS AND PAYING THE COSTS OF ISSUING THE NOTE; AUTHORIZING THE PREPARATION OF A DEBT STATEMENT AND OTHER DOCUMENTATION; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE NOTE; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE NOTE; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE; SETTING FORTH THE STATED PRINCIPAL MATURITY DATES AND AMOUNTS, INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT AND OTHER DETAILS OF THE NOTE; AUTHORIZING THE EXECUTION OF A PAYING AGENT AGREEMENT; FINDING THAT A PRIVATE INVITED SALE OF THE NOTE IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP AND ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE NOTE; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, pursuant to the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.* (the “**Act**”), the Township of Radnor (the “**Township**”) may incur indebtedness for the purposes of financing capital projects; and

WHEREAS, pursuant to the Act, the Township has determined to undertake capital projects consisting of the construction, reconstruction, renovation, improvement and equipping of portions of its sewer system (the “**Project**”); and

WHEREAS, the Township has determined to issue its General Obligation Note, Series of 2018 (the “**Note**”) in the maximum aggregate principal amount of \$4,545,000 to finance the Project and the costs and expenses of issuing the Note; and

WHEREAS, the Township has retained PFM Financial Advisors LLC, Philadelphia, Pennsylvania, as financial advisor in connection with the issuance of the Note (the “**Financial Advisor**”); and

WHEREAS, pursuant to a request for proposal (the “**Request for Proposal**”) prepared by the Financial Advisor, the Township solicited and received proposals for the Note, the results of which were summarized by the Financial Advisor for the Township; and

WHEREAS, upon the advice of its Financial Advisor, the Township has determined that the proposal that offers the terms that are in the best financial interest of the Township for the purchase of the Note is from Republic First Bank d/b/a Republic Bank, Philadelphia, Pennsylvania (the “**Lender**”), which it desires to accept; and

WHEREAS, the Board of Commissioners (the “**Board**”) desires to approve the issuance of the Note, approve the Project, and accept the purchase proposal of the Lender.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Radnor and IT IS HEREBY RESOLVED, as follows:

1. Authorization of the Project and Incurrence of Indebtedness; Estimated Useful Life and Cost of the Project. The Township hereby approves the Project as described in the recitals to this Ordinance, and shall incur indebtedness in the form of the Note, pursuant to the Act, in the maximum aggregate principal amount of \$4,545,000 for the purpose of providing funds for and toward the costs of the Project and the costs and expenses of issuing the Note.

It is hereby determined and declared that: (i) the estimated date of completion of the Project is June 30, 2020; (ii) the Project has an estimated useful life of not less than 50 years; and (iii) the Township has obtained realistic estimates of the costs of the Project through bid prices or estimates from persons qualified by experience to provide such estimates.

The Township hereby reserves the right to undertake the individual components of the Project in such order and at such time or times as it shall determine and to allocate a portion of the proceeds of the Note and other available moneys to the final costs of the respective components of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Note shall be used solely to pay “costs,” as defined in the Act, of the Project or, upon appropriate amendments to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

It is hereby determined and stated that the Note is scheduled to mature in accordance with the limitations set forth in Section 8142(a)(2) of the Act taking into account the useful lives of the Project.

2. Authorization of Issuance of the Note. The Township shall issue, pursuant to the Act and this Ordinance, \$4,545,000 maximum aggregate principal amount of its General Obligation Note, Series of 2018 in order to provide funds for and toward the costs of the Project and paying the costs of issuing the Note as authorized and provided in Section 1 hereof.

3. Type of Indebtedness. The indebtedness evidenced by the Note is nonelectoral debt.

4. Execution of Debt Statement; Note and Other Documents. The President or Vice President of the Board and the Secretary of the Township and their successors are hereby

authorized and directed to file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Note in the name and on behalf of the Township and to take all other action required by the Act or this Ordinance in order to effect the issuance of the Note. Said officers or any of them are further authorized to apply to the Department of Community and Economic Development for approval of the debt herein authorized and to file with such application a transcript of the proceedings including a certified copy of this Ordinance, the Debt Statement, a Borrowing Base Certificate signed by the appropriate officials of the Township or by the accountants of the Township responsible for auditing its financial affairs, and to take any and all such further action and to execute and deliver such other documents as may be necessary or proper to comply with all requirements of the Act or to carry out the intent and purpose of this Ordinance. Said officers and their successors are further hereby authorized if, in their opinion, it is advisable to do so, to prepare and file such statements and documents as may be required by Section 8024 or 8026 of the Act in order to qualify all or any portion of the existing indebtedness of the Township or of the above authorized indebtedness as subsidized debt or self-liquidating debt.

5. **Type of Notes.** The Note when issued will be a general obligation note.

6. **Covenant to Pay Debt Service - Pledge of Taxing Power.** The Township hereby covenants with the registered owner of the Note: (a) that the Township will include in its budget for each fiscal year for the life of the Note, the amount of the debt service on the Note which will be payable in each such fiscal year so long as the Note shall remain outstanding; (b) that the Township shall appropriate from its general revenues such amounts to the payment of such debt service; and (c) that the Township shall duly and punctually pay or cause to be paid from the sinking fund hereinafter created the principal of the Note and the interest thereon on the dates and at the place and in the manner stated in the Note according to the true intent and meaning thereof. For such budgeting, appropriation and payment the Township hereby pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable. The maximum amounts to be budgeted, appropriated and paid pursuant to the foregoing covenants shall not exceed those set forth in **Exhibit B** attached hereto and made a part hereof which are hereby incorporated in the foregoing covenant with the same effect as if the same were specified in the text of such covenant.

7. **Form of Note.** The Note shall be substantially in the form set forth in **Exhibit A** hereto, with appropriate omissions, insertions and variations.

8. **Terms of Note.** The Note shall be issued in fully registered form, in a single denomination equal to the principal amount thereof and shall be dated the date of issuance thereof or such other date as the Township and Lender shall agree. The Note shall be issued in the maximum aggregate principal amount of \$4,545,000. The Note shall bear interest from the date thereof payable semiannually on June 1 and December 1 of each year, commencing June 1, 2019 (each an “**Interest Payment Date**”), at the rates and shall mature on June 1, in principal amounts not to exceed the maximum principal amount for each maturity as set forth in the Note Amortization Schedule attached hereto as **Exhibit B** and made a part hereof.

The principal of the Note shall be payable in lawful money of the United States of America at the corporate trust office of Republic First Bank d/b/a Republic Bank, Philadelphia,

Pennsylvania, which is hereby appointed paying agent and registrar for the Note and the sinking fund depository (the “**Paying Agent**”). Interest on the Note shall be payable in the manner provided in the form of Note set forth herein.

9. Redemption of Note. The Note is subject to redemption prior to maturity at the option of the Township as a whole or from time to time in part, in any order of maturity or portion of a maturity as selected by the Township on any date, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire year’s maturity of the Note is to be redeemed at any particular time, such portion of the Note so to be called for redemption shall be chosen by lot by the Paying Agent. Any partial redemption of principal of the Note may be credited against such stated installments of principal on such Note as the Township may designate in writing to the Paying Agent; otherwise a partial prepayment shall be applied against the principal installments last, by date, due and payable.

On the date designated for redemption and upon deposit with the Paying Agent of funds sufficient for payment of the principal and accrued interest on the Note called for redemption, interest on the Note or portions thereof so called for redemption shall cease to accrue and the Note or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Ordinance, and registered owner of the Note shall have no rights with respect to the Note or portion thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Note or portion thereof so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than five (5) days before the redemption date to the registered owner of the Note at its address as it appears on the Note register maintained by the Paying Agent. Such notice may also be given by the Township directly to the holder of the Note in a manner as further agreed to by the Township and such holder with a copy to the Paying Agent.

With respect to any optional redemption of the Note, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all or a portion of the Note called for redemption, such, notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

10. Sale of Notes. The Note shall be sold at an invited private sale as hereinafter set forth in Section 13. After due consideration, the Board of Commissioners of the Township hereby finds and determines, on the basis of the advice and recommendation of its Financial Advisor and all available information, that such an invited private sale of the Note is in the best financial interest of the Township. The form and use of various materials utilized in connection with such private sale, including the Request for Proposal, are hereby approved and ratified.

11. Creation of and Deposits in Sinking Fund. The Township covenants that there shall be and there are hereby established and that it shall hereafter maintain a sinking fund designated “Sinking Fund - General Obligation Note, Series of 2018” for the Note (the “**Sinking Fund**”), to be held by the Paying Agent (or such substitute or successor Paying Agent which

shall hereafter be appointed in accordance with the provisions of the Act) in the name of the Township, but subject to withdrawal only by the Paying Agent.

The Township covenants and agrees to deposit in the Sinking Fund no later than each Interest Payment Date the debt service payable on the Note on such dates, which shall not exceed the maximum amounts all as set forth in **Exhibit B** attached hereto, or such greater or lesser amount as at the time shall be sufficient to pay principal of and interest on the Note becoming due on each such date.

Pending application to the purpose for which the Sinking Fund is established, the President or Vice President of the Board is hereby authorized and directed to cause the monies therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Act. All income received on such deposits or investments of monies in the Sinking Fund during each applicable period shall be added to the Sinking Fund and shall be credited against the deposit next required to be made in the Sinking Fund.

The Paying Agent is hereby authorized and directed, without further action by the Township, to pay from the Sinking Fund the principal of and interest on the Note as the same become due and payable in accordance with the terms thereof and the Township hereby covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Note which have not been claimed by the registered owner thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the registered owner of the unrepresented Note.

12. No Taxes Assumed. The Township shall not assume the payment of any tax or taxes in consideration of the purchase of the Note.

13. Award and Sale of Note. The Township hereby awards and sells the Note to the Lender at a price equal to the face amount of the Note and in accordance with the terms and conditions contained or incorporated in the purchase proposal of the Lender dated October 23, 2018 which is hereby approved and accepted. A copy of said proposal shall be attached to this Ordinance and lodged with the official minutes of this meeting and is hereby incorporated herein by reference. The proper officers of the Township are hereby authorized and directed to endorse the acceptance of the Township on said proposal and to deliver a copy thereof to the Lender. Delivery of the accepted proposal to the Lender shall constitute conclusive evidence that the award and sale of the Note under this Ordinance has become final.

14. Contract with Paying Agent. The proper officers of the Township are authorized to contract for the Note with Republic First Bank d/b/a Republic Bank, Philadelphia, Pennsylvania, in connection with the performance of its duties as the Paying Agent and Sinking Fund Depository on usual and customary terms, including an agreement to observe and comply with the provisions of this Ordinance and of the Act.

15. Federal Tax Covenants. The Township hereby covenants not to take or omit to take any action so as to cause interest on the Note to be no longer excluded from gross income

for purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable regulations promulgated with respect thereto, throughout the term of the Note. The Township further covenants that it will make no investments or other use of the proceeds of the Note which would cause the Note to be “arbitrage bonds” as defined in Section 148 of the Code. The Township further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

The Township hereby represents and warrants, after due investigation and to the best of its knowledge, that (i) the Note is not a “private activity bond” within the meaning of Section 141 of the Code and (ii) the aggregate face amount of “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code (which includes qualified 501(c)(3) bonds but not any other private activity bonds) issued or to be issued by the Township (and all “subordinate entities” thereof) during the 2018 calendar year is not reasonably expected to exceed \$10,000,000 (other than certain other obligations not required to be taken into account for purposes of Section 265 of the Code). The Township hereby designates the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code. The Township hereby authorizes the proper officers of the Township to execute a certificate to that effect at the time of closing.

16. Execution and Authentication of Note. As provided in Section 4, the Note shall be executed by the President or the Vice President of the Board and the Secretary of the Township and each such execution shall be by manual or facsimile signature. If any officer whose signature appears on the Note shall cease to hold such office before the actual delivery date of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of the Note. The Note shall be authenticated by the manual signature of an authorized representative of the Paying Agent.

17. Application of Note Proceeds. The purchase price for the Note will be the principal amount thereof and consist of the amounts to be advanced by the Lender to the Township upon the request of the Township and be paid to the Paying Agent on behalf of the Township. Upon receipt of the purchase price for the Note, the Paying Agent shall pay the costs and expenses of the financing, the costs of the Project, and the proper officers of the Township are authorized to direct the Paying Agent in writing as to such payments.

18. Officers Authorized to Act. For the purpose of expediting the closing and the issuance and delivery of the Note, or in the event that the President of the Board or the Secretary of the Township shall be absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or any of them may be authorized to take pursuant to this Ordinance, the Vice President of the Board or the Assistant Secretary of the Township, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the Township in their stead.

19. **Contract with Note Owner.** This Ordinance constitutes a contract with the registered owner of the Note outstanding hereunder and shall be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

20. **Binding Effect of Covenants and Agreements.** All covenants, obligations and agreements of the Township set forth in this Ordinance and in the documents authorized hereby shall be deemed to be the covenants, obligations and agreements of the Township to the full extent authorized or permitted by law, and all such covenants, obligations and agreements shall be binding upon the Township and its successors from time to time and upon any board or body to which any powers or duties affecting the same shall be transferred by or in accordance with law. Except as otherwise provided in this Ordinance, all rights, powers and privileges conferred and duties and liabilities imposed upon the Township or the members thereof by the provisions of this Ordinance or the documents authorized hereby shall be exercised or performed, by such members, officers or other representatives of the Township as may be required or permitted by law to exercise or perform the same. No covenant, obligation or agreement herein contained or contained in any documents authorized hereby shall be deemed to be a covenant, obligation or agreement of any supervisor, officer, agent or employee of the Township in his or her individual capacity and neither the Commissioners of the Township nor any officer executing the other documents authorized by this Ordinance shall be liable personally thereunder or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

21. **Bond Counsel.** The Township hereby appoints Cozen O'Connor to act as Bond Counsel to the Township with respect to the transactions contemplated by this Ordinance.

22. **Further Action.** The proper officers of the Township are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act in the name and on behalf of the Township.

23. **Act Applicable to Bonds.** This Ordinance is enacted pursuant to, and the Note issued hereunder shall be subject to, the provisions of the Act and all of the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

24. **Severability.** In case any one or more of the provisions contained in this Ordinance or in any Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of said Note, and this Ordinance or said Note shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

25. **Repealer.** All ordinances and parts of ordinances heretofore enacted to the extent that the same are inconsistent herewith are hereby repealed.

26. **Ratification.** All actions previously taken in furtherance of the purposes of this Ordinance are hereby ratified and confirmed.

27. **Effective Date.** This Ordinance shall take effect on the earliest date permitted by the Act.

ENACTED this 12th day of November, 2018.

(TOWNSHIP SEAL)

TOWNSHIP OF RADNOR

ATTEST

Secretary

President
Board of Commissioners

EXHIBIT A

[FORM OF NOTE]

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA

TOWNSHIP OF RADNOR

GENERAL OBLIGATION NOTE, SERIES OF 2018

The Township of Radnor, Delaware County, Pennsylvania (the “**Township**”), a political subdivision of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to Republic First Bank d/b/a Republic Bank, Philadelphia, Pennsylvania (the “**Bank**”), or registered assigns, the maximum principal sum of

**FOUR MILLION FIVE HUNDRED FORTY-FIVE THOUSAND DOLLARS
(\$4,545,000)**

or so much of such sum as shall have been advanced hereunder from time to time at the request of the Township through December 31, 2020, and to pay interest on the unpaid principal balance of this Note from the date hereof at a fixed rate of 3.25% per annum. The principal of and interest on this Note are payable on June 1 and December 1 with respect to interest, commencing June 1, 2019, and on June 1 with respect to principal, commencing June 1, 2019, in lawful money of the United States of America at the office of the Bank in Philadelphia, Pennsylvania or at such other place as the registered owner of this Note may designate in writing. The principal of this Note is payable in the amounts further provided on Schedule I attached hereto. All outstanding principal and interest shall be due and payable in full upon maturity on June 1, 2028. To the extent less than the maximum principal sum is advanced hereunder, principal payments will be reduced on a pro rata basis over the life of the Note unless otherwise directed in writing by the Township. Interest shall be calculated based on a year of 360 days comprised of twelve (12) thirty (30) day months.

This Note is issued in fully registered form in accordance with the Local Government Unit Debt Act, 53 Pa. Cons. Stat. § 8001, et seq., as amended (the “**Act**”), and pursuant to an ordinance of the Township duly enacted on November 12, 2018 (the “**Ordinance**”). This Note is issued for the purpose of financing various capital projects and to pay the costs of issuing the Note, as described in the Ordinance.

Under the laws of the Commonwealth of Pennsylvania, this Note and the interest thereon shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption shall not extend to gift, estate, succession or inheritance taxes or to any other taxes not levied or assessed directly on this Note or the interest thereon. Profits, gains or income derived from the sale, exchange, or other disposition of this Note are subject to state and local taxation.

The Note is subject to redemption prior to maturity at the option of the Township as a whole or from time to time in part, in any order of maturity or portion of a maturity as selected by the Township on any date, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire year's maturity of the Note is to be redeemed at any particular time, such portion of the Note so to be called for redemption shall be chosen by lot by the Paying Agent. Any partial redemption of principal of the Note may be credited against such stated installments of principal on such Note as the Township may designate in writing to the Paying Agent; otherwise a partial prepayment shall be applied against the principal installments last, by date, due and payable.

On the date designated for redemption and upon deposit with the Paying Agent of funds sufficient for payment of the principal and accrued interest on this Note called for redemption, interest on this Note or portions thereof so called for redemption shall cease to accrue and this Note or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Ordinance, and registered owner of this Note shall have no rights with respect to this Note or portion thereof so called for redemption, except to receive payment of the principal of and accrued interest on this Note or portion thereof so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than five (5) days before the redemption date to the registered owner of this Note at its address as it appears on the Note register maintained by the Paying Agent. Such notice may also be given by the Township directly to the holder of this Note in a manner as further agreed to by the Township and such holder with a copy to the Paying Agent.

With respect to any optional redemption of this Note, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all or such portion of this Note called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

This Note is transferable by the registered owner thereof, subject to payment of any required tax, fee or other governmental charge, upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent. The Paying Agent shall not be required to transfer or exchange this Note if selected for redemption in whole or in part.

The Township and the Paying Agent may treat the person in whose name this Note is registered on the Note register maintained by the Paying Agent as the absolute owner of this Note for all purposes and neither the Township nor the Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon, against any supervisor, officer or employee, past, present or future, of the Township or of any successor body, as such, either directly or through the Township or through any such successor body under any constitutional provision, statute or rule of law, or by

the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such Commissioners, officers or employees is released as a condition of and as consideration for the execution and issuance of this Note.

Whenever the due date for payment of interest on or principal of this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in the jurisdiction in which the corporate trust or payment office of the Paying Agent is located are authorized by law or executive order to close (a “**Holiday**”), then the payment of such interest or principal need not be made on such date, but may be made on the succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the Township to issue and deliver this Note has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Note or in the creation of the debt of which this Note is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Note, together with all other indebtedness of the Township, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the Township has established a sinking fund for the Note and shall deposit therein amounts sufficient to pay the principal of and interest on the Note as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Note, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

This Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Note shall have been authenticated by the Paying Agent by execution of the certificate endorsed hereon.

IN WITNESS WHEREOF, the Township of Radnor, Delaware County, Pennsylvania has caused this Note to be signed in its name and on its behalf by the signature of the President of its Board of Commissioners and an impression of its corporate seal to be hereunto affixed, duly attested by the signature of the Secretary of the Township.

TOWNSHIP OF RADNOR

By: _____
President, Board of Commissioners

Attest: _____
Secretary

(SEAL)

AUTHENTICATION CERTIFICATE

This Note is the Township of Radnor General Obligation Note, Series of 2018, described in the within mentioned Ordinance.

DATE OF AUTHENTICATION:

REPUBLIC FIRST BANK, d/b/a REPUBLIC
BANK, as Paying Agent

By: _____
Authorized Representative

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
EMPLOYER IDENTIFICATION NUMBER OF
ASSIGNEE

_____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney to transfer said Note on the books of the within named Paying Agent, with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

NOTICE: signature(s) must be guaranteed by an eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guaranteed program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Signature)

[END OF NOTE FORM]

EXHIBIT B

TOWNSHIP OF RADNOR

MAXIMUM AMORTIZATION SCHEDULE FOR NOTE

Date	Principal	Rate	Interest	Debt Service	Annual Debt Service
06/01/2019	\$195,000	3.25%	\$68,522	\$263,522	\$263,522
12/01/2019		3.25	70,688	70,688	
06/01/2020	425,000	3.25	70,688	495,688	566,375
12/01/2020		3.25	63,781	63,781	
06/01/2021	440,000	3.25	63,781	503,781	567,563
12/01/2021		3.25	56,631	56,631	
06/01/2022	450,000	3.25	56,631	506,631	563,263
12/01/2022		3.25	49,319	49,319	
06/01/2023	465,000	3.25	49,319	514,319	563,638
12/01/2023		3.25	41,763	41,763	
06/01/2024	480,000	3.25	41,763	521,763	563,525
12/01/2024		3.25	33,963	33,963	
06/01/2025	495,000	3.25	33,963	528,963	562,925
12/01/2025		3.25	25,919	25,919	
06/01/2026	515,000	3.25	25,919	540,919	566,838
12/01/2026		3.25	17,550	17,550	
06/01/2027	530,000	3.25	17,550	547,550	565,100
12/01/2027		3.25	8,938	8,938	
06/01/2028	550,000	3.25	8,938	558,938	567,875
	<u>\$4,545,000</u>		<u>\$805,626</u>	<u>\$5,350,626</u>	<u>\$5,350,624</u>

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Township of Radnor HEREBY CERTIFIES that:

The foregoing Ordinance authorizing the issuance of General Obligation Note, Series of 2018 of the Township was duly moved and seconded and enacted by a majority vote of all the Board of Commissioners of said Township at a duly called and convened meeting of said Board held on November 12, 2018; that public notice of said meeting was given as required by law; and that the roll of the Board of Commissioners was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Lisa Borowski, President	_____
Lucas A. Clark IV, Esq., Vice President	_____
Jake Abel	_____
Richard F. Booker, Esq.	_____
Sean Farhy	_____
Jack Larkin	_____
John C. Nagle	_____

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 12th day of November, 2018.

ROBERT A. ZIENKOWSKI, Secretary

(SEAL)

RESOLUTION NO. 2018-122

A RESOLUTION OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE SELECTION OF ZELENKOFSKE AXELROD LLC AS THE CERTIFIED PUBLIC ACCOUNTING FIRM FOR THE YEARS 2018, 2019 AND 2020

WHEREAS, the Radnor Home Rule Charter Chapter §7.13 requires [in part] that “The Board of Commissioners shall provide for an independent annual audit of township receipts, expenditures, accounts and reports by Pennsylvania certified public accountant or a certified public accounting firm...”; and

WHEREAS, the Township solicited for and received qualifications from four different public accounting firms; and

WHEREAS, the Administration and the Audit Subcommittee of the Citizens Audit Review and Financial Advisory Committee (CARFAC) have reviewed the qualifications and recommend the selection of Zelenkofske Axelrod LLC (ZA) for the audit years 2018, 2019 and 2020.

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby authorize the selection of Zelenkofske Axelrod LLC to serve as independent auditors for Radnor Township for the audit years 2018, 2019 and 2020 at the following annual prices (subject to change in the event that the Township is required to also receive a Federal Single Audit if federal grant revenues exceed \$500,000 in any given audit period).

	2018	2019	2020
ZA Audit Fees	\$33,000	\$33,000	\$33,000

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 12th day of November, 2018.

RADNOR TOWNSHIP

BY: _____

Name: Lisa Borowski
Title: President

ATTEST: _____

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

Radnor Township



PROPOSED LEGISLATION

DATE: November 12, 2018

TO: Board of Commissioners

FROM: William M. White, Finance Director

A handwritten signature in black ink, appearing to read "William M. White".

LEGISLATION: A resolution authorizing the Board of Commissioners to select Zelenkofske Axelrod LLC as the Township's independent auditors for the audit years 2018, 2019 and 2020.

PURPOSE AND EXPLANATION: Radnor Township Home Rule Charter Chapter §7.13, requires that "The Board shall provide for an independent annual audit of township receipts, expenditures, accounts and reports by a Pennsylvania certified public accountant or certified public accounting firm..." Chapter §7.13 also mandates that "The Board shall review the work of such auditor annually and, at intervals not to exceed three (3) years, shall obtain proposals for future audits from at least two (2) other qualified firms for comparison with the incumbent auditor's proposal."

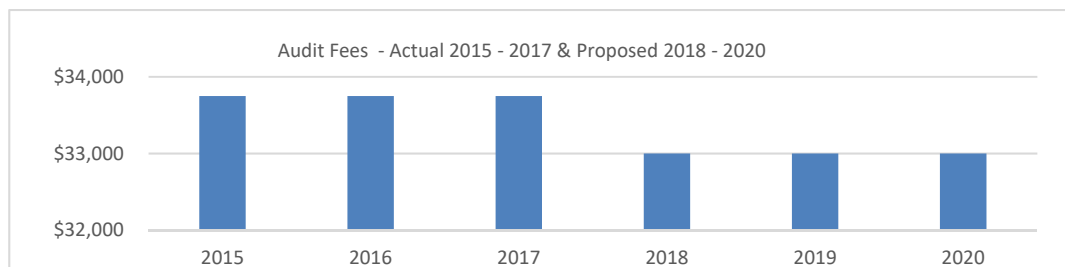
At the Board's direction, the Administration solicited for Proposals from qualified accounting firms. The Township received four proposals that were due on September 10, 2018. The Administration worked with the CARFAC audit subcommittee to review all proposals, narrow the field down to four (4) firms, conduct in person interviews with two of the four firms for a meeting. Representatives of the Finance department met and interviewed the audit team of the firm.

The Administration and CARFAC audit subcommittee have reviewed the audit proposals from the CPA firms that submitted based upon the Township's RFP. After a full review of the qualifications, the fee proposed and experience working with a number of the firms, it is our unanimous recommendation that Zelenkofske Axelrod LLC (ZA) be retained for the next three years.

FISCAL IMPACT: The engagement is proposed at amounts shown below along with the amounts paid during the prior engagement period:

Audit Fees	Prior Engagement - Actual			Next Engagement - Proposed		
	2015	2016	2017	2018	2019	2020
	\$33,750	\$33,750	\$33,750	\$33,000	\$33,000	\$33,000

(note: None of the above years included a Federal Single Audit)



RECOMMENDED ACTION: The Administration respectfully requests the Board to adopt this Resolution at the November 12, 2018 Board of Commissioner Meeting.

This is a summary of the various presentations provided to the Board during their 2019 Budget Hearing meeting held on Monday, October 29, 2018 in the Administration Area meeting room. Please note that the focus of this summary is on the financial impact of the presentations / requests. The actual presentations covered all that these organizations do for the Radnor Community.

Shade Tree Commission

Ms. Brett, Chair of the Shade Tree Commission, provided the Board with a full presentation of the Shade Tree Commission’s recommendations (attached). The presentation included significant funding aimed at achieving specific tree planting / management goals. The recommended plan spans years, as indicated in the funding request summarized below. The Township Manager’s Recommended Budget already includes the annual \$25,000 in General Fund Transfers to the Shade Tree Fund.

Obviously, this type of funding plan will require more significant discussion and direction from the Board, as today’s tax revenues will not support the additional funding recommended.

	2018	2019	2020	2021	2022	2023
Requested Funding						
Township Grant Match	n/a	\$25,000	\$28,500	\$33,750	\$41,625	\$53,438
Tree Management Program	n/a	1,000,000	650,000	300,000	250,000	500,000
Total of New Items	n/a	1,025,000	678,500	333,750	291,625	553,438
Included in TMRCB [Currently]						
General Fund Transfer to ST Fund	25,000	25,000	25,000	25,000	25,000	25,000
General Fund Tree Removal Budget	210,512	150,000	150,000	150,000	150,000	150,000
Total Currently Budgeted	235,512	175,000	175,000	175,000	175,000	175,000
Total Budget, if fully funded	n/a	1,200,000	853,500	508,750	466,625	727,438
Less: Current Budget Amount	n/a	(175,000)	(175,000)	(175,000)	(175,000)	(175,000)
Net New Budget Total	235,512	1,025,000	678,500	333,750	291,625	553,438

Wayne Senior Center

The Wayne Senior Center (“WSC”) is requesting additional funding to cover the added cost for a part-time social worker (request letter attached). The WSC is applying for a grant and is only asking the Township to cover the difference. While it wasn’t specifically requested, it’s been customary for the Township to increase the operational subsidy annually to cover normal cost growth. As such, the Township Manager’s Recommended Budget includes a 3% increase (rounded to the nearest 1,000) from the 2018 contribution, which equates to an increase of \$3,500.

	2018	2019
Requested Funding		
Additional Annual Subsidy	n/a	15,000
Included in TMRCB [Currently]		
Annual Operating Subsidy	127,000	130,500
Total WSC Funding, if fully funded	127,000	145,000

Library

During their presentation, the Library requested a 2019 contribution of \$957,000, which equates to a 2.9% increase over the 2018 contribution of \$929,600. The Township Manager’s Recommended Budget includes an operational subsidy of \$960,000, which is a 3% increase, rounded to the nearest 1,000.

	2018	2019
Requested Funding	n/a	957,000
Included in TMRCB [Currently] Annual Operating Subsidy	929,600	960,000

Wayne Business Association

The WBA presented their economic impact study findings (attached). Please note that the study was partially funded by the Township, and most of the tax and employment data was provided by the Township as well. During the presentation, the primary request was to scrap the tree-planting program that was included in the 2018 budget and consider a more comprehensive streetscape master plan. The rationale in considering the larger plan was (a) to reinvest in the business district that, in turn, generates business tax for the Township, (b) to utilize remaining funds from the Radnor Enhancement Trust, and (c) to help our “downtown” compete with developing areas in Ardmore, King of Prussia, Newtown Square, etc. Given that this streetscape plan would require capital funding from the Township, there is currently no amount included in the Township Manager’s Recommended Budget. Here’s a summary of the request versus what is currently included.

	2019	2020	
Design / Engineering	390,000		NOTE: No funding is included in the TMRCB
Inspection		260,000	
Construction		2,600,000	
Contingency		260,000	
Project Totals	390,000	3,120,000	

Bryn Mawr Fire Company

The BMFC only requested a CPI based increase to the operating subsidy that the Township provides. The Township Manager’s Recommended budget already included an increase of \$4,424 (or 4%) for the operating portion as follows:

	2018	2019
Base Operating Subsidy	105,576	110,000
Capital Contribution	83,036	83,036
Total BMFC Contribution	188,612	193,036

Woman’s Resource Center

This is the first time the WRC has presented to the Township. Their presentation provided an overview of their organization and history. However, nowhere in their presentation did they make a formal request of the Board for funding. We have reached out to the WRC and asked if they were looking for funding, and what that amount might be.

The Historical Society

The Historical Society presented various aspects of their current operations and touched on some additional items they would like to do if they had funding. They noted that their annual budget is roughly \$25,000 - \$30,000 per year and would like to make some capital improvements to their facility. The Township began contributing \$15,000 per year back in 2015. The Township Manager’s Recommended Budget includes the \$15,000 again for 2019.

	2018	2019
Requested Funding		
Additional Annual Subsidy	n/a	No Request
Included in TMRCB [Currently]		
Annual Operating Subsidy	15,000	15,000

Wayne Art Center

The WAC touched on their operations, noting space and parking constraints resulting from their continued growth. While no formal request for additional funding was made during the presentation, it has been customary for the Township to include increases to the operating subsidy annually. That being the case, the Township Manager’s Recommended Budget includes a \$500 (or 3%) increase over the 2018 contribution.

	2018	2019
Requested Funding		
Additional Annual Subsidy	n/a	No Request
Included in TMRCB [Currently]		
Annual Operating Subsidy	17,000	17,500

Surrey Services

Surrey Services provided an overview of their operations, noting a significant budget shortfall of roughly \$250,000 compounded by an unexpected water damage cost of \$20K. However, their formal request of the Township was to simply maintain prior years’ contribution amounts which have been roughly \$50,000 per year.

Surrey Services (Continued)

	2018	2019
Requested Funding		
Additional Annual Subsidy	n/a	Same as prior years
Included in TMRCB [Currently]		
Annual Operating Subsidy	50,000	50,000

Radnor Fire Company

RFC provided quite a bit of detailed call volume and highlighted staffing concerns. To that end, as noted in the Township Manager's Recommended Budget, the RFC is requesting an additional subsidy of \$250,000 to cover the cost of additional paid personnel. As presented, the Township Manager's Recommended Budget does not include the \$250,000. Here is a summary of RFC subsidy from the Township as presented in the department narrative (pg. 49). Similar to the Shade Tree recommendation, this area of the budget will require significant discussion and ultimate direction from the Board. Note, that the Township has increased funding as highlighted below without a tax increase to support it. Projected tax resources will not allow the Township to continue to provide this level of funding.

	2015	2016	2017	2018	2019
Amounts Included in TMCRB					
Base Operating Contribution	98,107	100,805	100,805	100,805	100,805
Add: 2016 Subsidy ALS shortfall	-	50,000	50,000	50,000	50,000
Add: 2017 Subsidy Fire Ops shortfall	-	-	125,000	125,000	125,000
Add: 2018 Subsidy Fire Ops shortfall	-	-	-	127,742	127,742
Insurance: Workers Comp and Vehicle	66,741	112,112	83,406	83,838	85,000
Fuel	13,048	7,639	7,661	14,856	15,000
Capital Contributions	200,000	200,000	200,000	200,000	200,000
Total Contributions [Currently Included]	377,896	470,556	566,872	702,241	703,547
Requested 2019 Subsidy [Not Included]	-	-	-	-	250,000
Total Contributions [Requested]	377,896	470,556	566,872	702,241	953,547

League of Woman Voters

Requested that the Township be including closed captioning for all their live broadcast meetings. However, they did not provide any cost estimates for doing so. Currently, the Township Administration is researching the cost and expect that this will be on the Board's agenda in 2019.

Attachments:

- Shade Tree Commission Presentation
- Wayne Senior Center Request Letter
- WBA Economic Impact Study

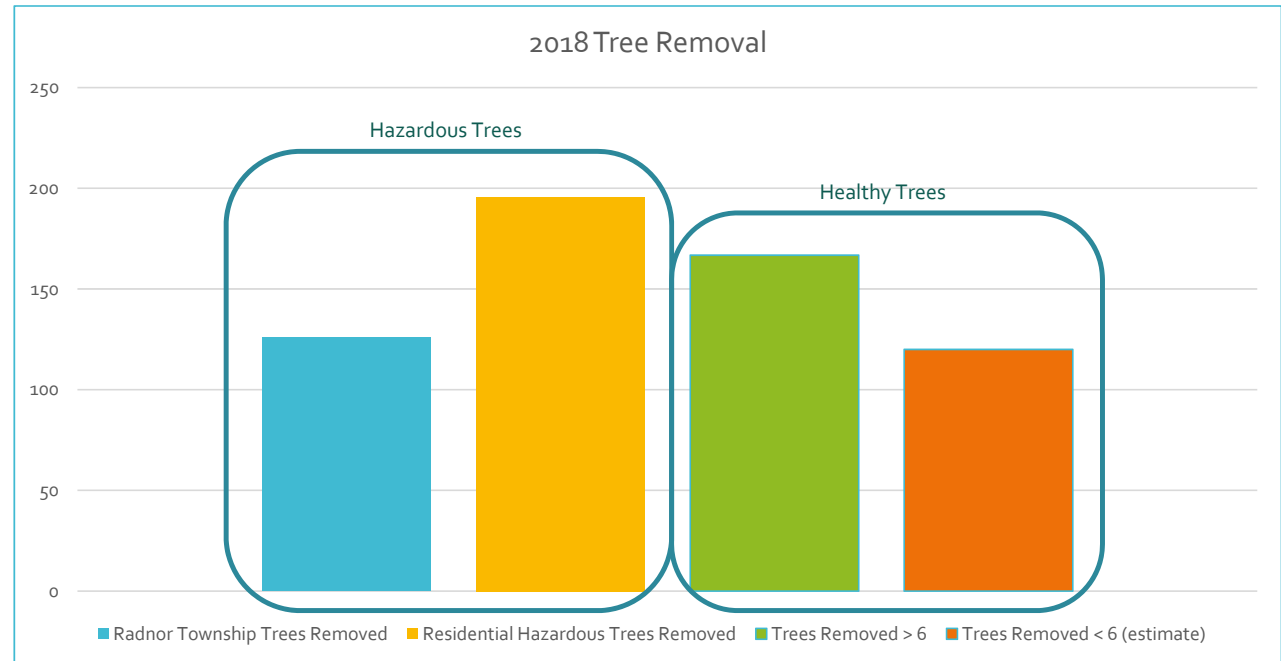
2019 Shade Tree Commission Budget

Prepared by: Eileen Brett, Shade Tree Commission (STC) Chair on
behalf of the STC

Oct 26, 2018

Over 500 trees have been removed to date in 2018.

At the current rate > 600 trees will be removed this year.

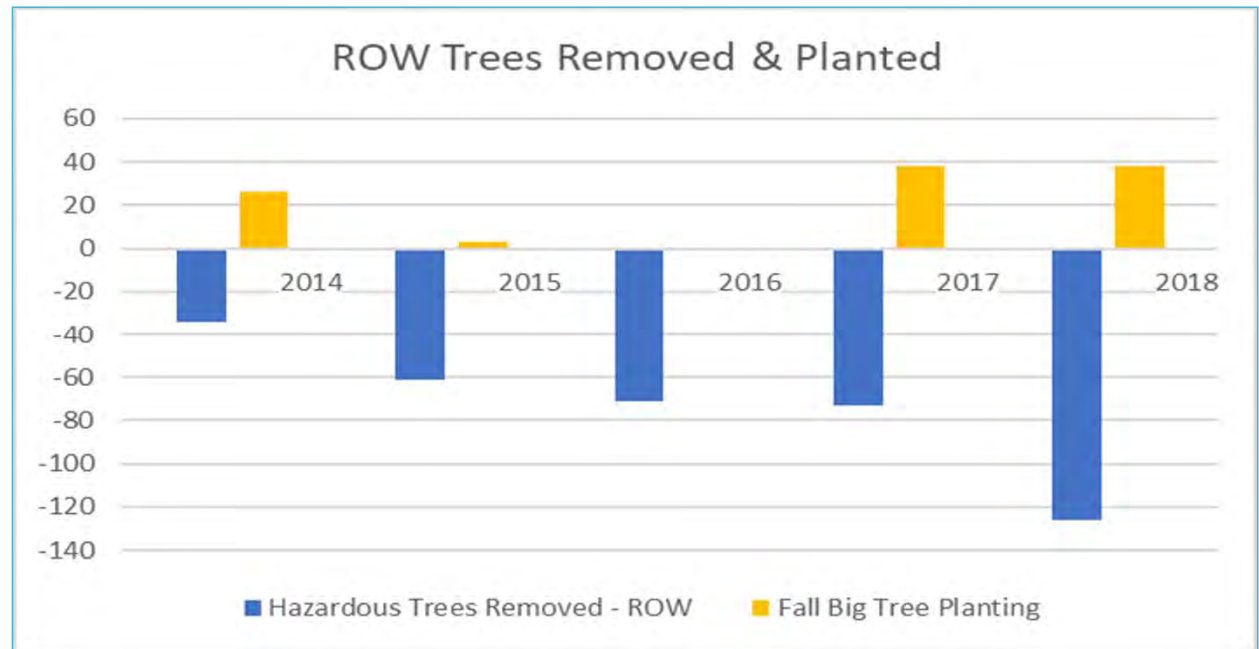


- More than 50% are hazardous and removed without replacement.
- Nearly 50% are healthy and removed at a resident's discretion and replaced if > 6 trees removed at a time.
- Data is per the 2018 Shade Tree Commission Meeting Minutes.

If we narrow this to Right of Way trees only, then the trees removed over the past 5 years greatly exceed those planted.

Fall Big Tree Planting is per STC budget data.

Hazardous Tree Removal is per Public Works data.

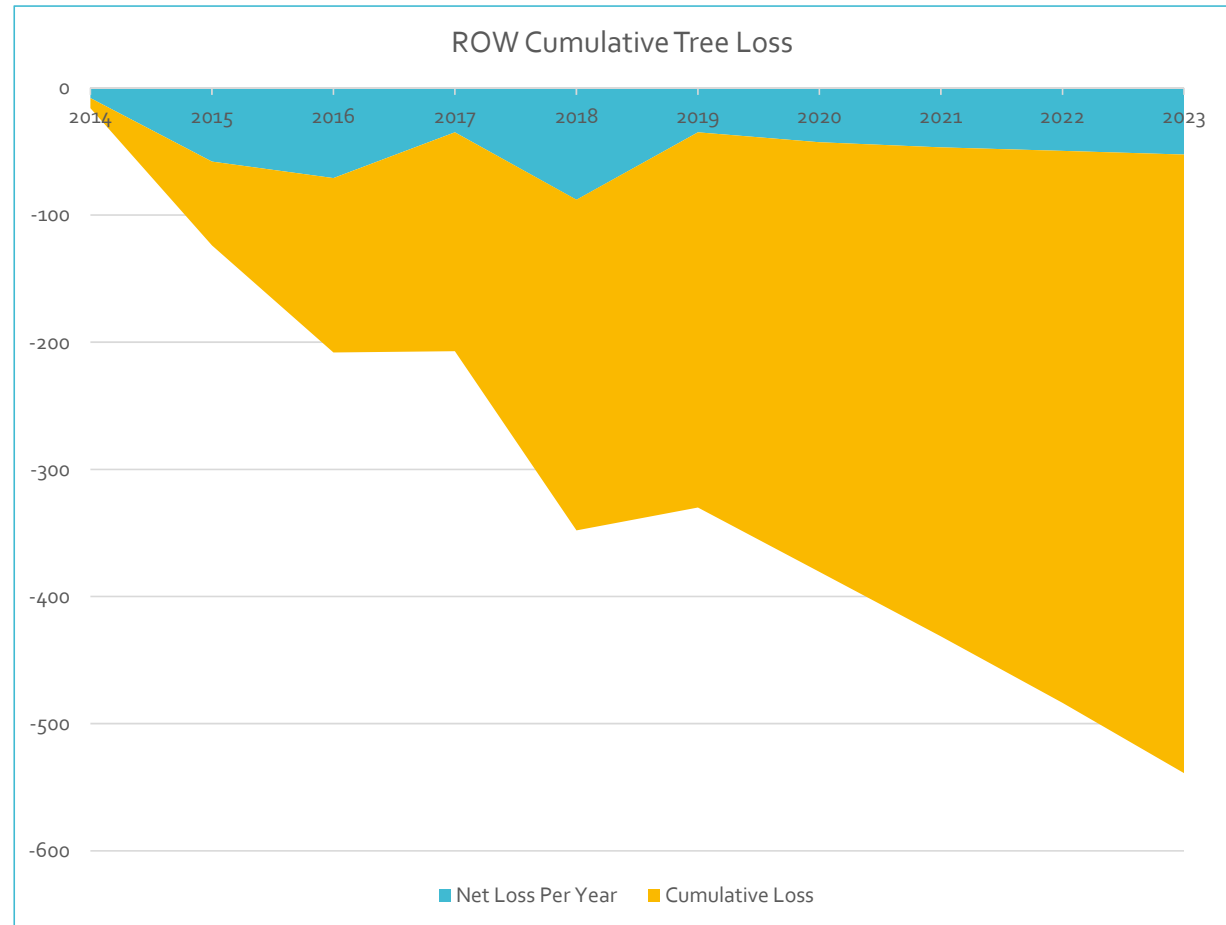


- Hazardous trees removed are often heritage trees, > 30" diameter.
- Fall Big Tree Planting are new trees, < 3" diameter.
- Thus the loss of tree canopy is significantly greater than the quantitative loss of trees.

If we continue at the same rate of tree removal and planting, we will have a net loss of 500+ trees by 2023.

2014 – 2018 are actuals per STC Meeting Minutes

2019 – 2023 assumes the 5 year maximum Fall Big Tree Planting (38 trees per year) and a rolling 5 year average of hazardous trees removed.



Our Vision is to serve our residents and businesses in keeping Radnor Township green!

Our Goal is net zero loss of trees.

Our aspirational goal is a positive gain in tree canopy!



The benefits of trees:

- Air and water quality protection
- Reduced energy costs
- Storm water management
- Increased property values from 3 – 15%
- Reduced blood pressure and stress levels

Did you know?

Trees provide ecological, economic and quality-of-life benefits – they protect our air and water quality, reduce energy costs, mitigate storm water run-off, increase property values and beautify our neighborhoods. Studies show having large trees in yards and along streets increases a home's property value from 3% to 15%. A drive down a tree-lined street can even reduce blood pressure and stress levels. Planting a tree on the west side of your home, will reduce your energy bills by 3%, with a savings of 12% in 15 years!

Radnor Township believes it's important to protect our tree canopy. The Shade Tree Commission (STC), along with the township arborist, is responsible for overseeing the health and well-being of our neighborhood trees. Thanks in part to the efforts of the STC, Radnor has been designated as a Tree City USA.



Free Trees!

HELP SAVE OUR TREE CANOPY

- Sign up for a free tree in the Spring Giveaway sponsored by the Radnor Conservancy
- Sign up for a street tree in the Fall Giveaway
- Advise us of unsafe trees on Radnor streets
- Contact a certified and township licensed tree arborist to assess the health of your trees

FOR MORE INFORMATION

Look us up on the web! Go to the township website, www.radnor.com/departments/engineering/shadetreecommission. The STC website is a wealth of information not only on the township tree ordinance, but also:

- How to care for your trees
- Tree diseases
- Invasive plants in our area and what to do about it
- What is a heritage tree and how to protect them
- How to protect your trees during construction
- List of trees that thrive in our area
- How to identify an unsafe tree
- List of tree companies registered with the township

PROTECTING OUR TREES

Permits are required for:

- the removal of (6) or more trees from a property with a diameter at breast height (DBH) of 6" or greater.
- the removal of any Heritage tree (a DBH of 30" or greater)
- any land development, new pool, grading in excess of 200 cubic yards. Protective temporary fencing must be installed around the dripline of any tree during construction, demolition

Our tree replacement formula:

- 6-18" DBH removed = (1) replacement tree
- 19-29" DBH removed = (2) replacement, (2) being large canopy trees (trees that grow 50' or greater)
- 30" DBH or greater removed = 6 replacement trees, (4) being large canopy

If replanting is impractical, a donation is required to the STC fund for planting trees elsewhere in the township. Violations of the STC Ordinance result in significant fines... see the STC Ordinance on Township website for more information.

Proposed Budget focuses on safety first then re-greening

The intent is to give a holistic view, acknowledging that funds may come from and go to various Township budgets (e.g. Public Works for tree removal).

Proposed Criteria

1. Keep residents safe
2. Keep the lights on
3. Regreen Radnor Township Streets
4. Regreen Radnor Township Parks
5. Address the EAB disease
6. Educate residents and contractors

Proposed Criteria in Action

1. Remove hazardous trees
2. Remove trees in decline
3. Plant new trees – Phase 1
4. Plant new trees – Phase 2
5. Treat or remove ash trees
6. Communicate to residents and businesses how to identify hazardous trees and the benefits of keeping Radnor Township green to incent less tree removal and more tree planting.

Our budget input is based on our 2018 Tree Survey

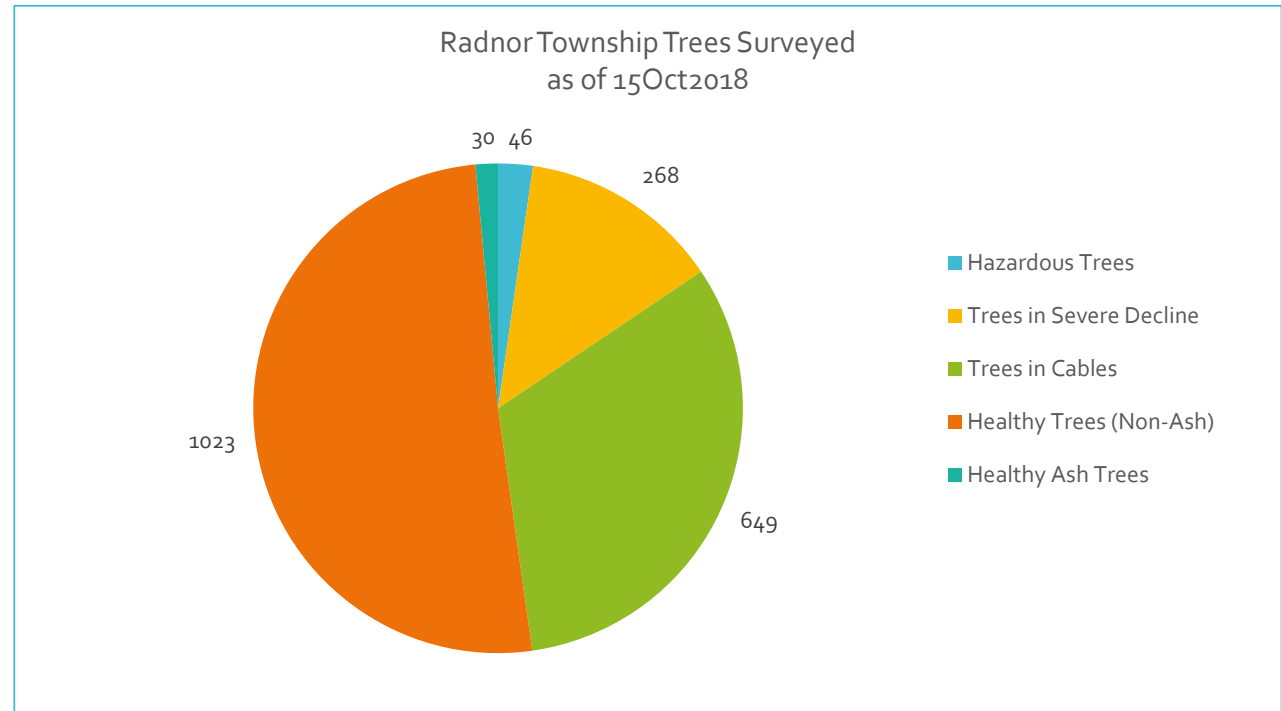
Using Urban Forest Metrix software over 2200 trees were surveyed in 2018!

Representing 50% of Radnor Township.

Only street trees assumed to be in the Right of Way (ROW) were surveyed.

Street Tree ROW Survey completion is targeted for 2019.

Park ROW Survey is a future phase, targeted to start in 2019.



- Good news is that ~ 50% of our trees are healthy and free of cables.
- 15% of our trees are hazardous or in severe decline and require removal, 314 trees.
- By survey completion in 2019, this number is expected to be > 600 trees.

Previous budgets have led to a surplus

Revenues typically exceed expenditures, except for 2018 due to the Radnor Township Business District Project with which the STC was not involved.

However with survey metrics, the STC is now in a position to propose a budget with a long term view.

Radnor Township, PA
Shade Tree Fund Ad-Hoc Operating Statement
Cash Basis

7/26/2018

	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual (to date) 2018	Budgeted 2018
Beginning Fund Balance	\$ -	\$ 49,409	\$ 73,166	\$ 151,052	\$ 166,542	\$ 146,576	\$ 146,576
Revenues:							
Interest	12	53	91	364	855	659	2
Donations / Contributions	20,875	18,100	20,550	18,215	15,000	-	18,000
Fees / Fines	4,500	7,000	60,250	250	850	-	-
Transfers from General Fund	43,443	25,000	25,000	-	-	-	25,000
Total Revenues	68,829	50,153	105,891	18,829	16,705	659	43,002
Expenditures:							
Big Tree Planting	19,420	16,580	1,928	-	24,800	-	25,000
Street Tree Planting	-	2,973	5,277	-	3,475	-	83,000
Park Tree Replacement	-	6,739	-	-	1,920	1,920	7,925
Contractual Services (Arborist)	-	-	-	3,340	6,475	4,279	17,290
Total Expenditures	19,420	26,292	7,204	3,340	36,670	6,199	133,215
Ending Cash Balance	\$ 49,409	\$ 73,271	\$ 171,853	\$ 166,542	\$ 146,576	\$ 141,036	\$ 56,363

- Revenues:
 - Donations/Contributions: Chanticleer donations.
 - Fees/Fines: Funds in lieu of compensatory plantings.
 - Transfers: No transfers in 2016 and 2017 given the Ending Cash Balance surplus.
- Expenditures:
 - Big Tree Planting: Chanticleer Donation plus Township Funds to plant ~ 38 street trees per year.
 - Street Tree Planting: 2018 is for Radnor Business District Landscaping Design and Planting*.
 - Park Tree Replacement: Projects to plant 3 – 10 trees in specific parks.
 - Arborist: Part-time arborist.

Proposed 5-year budget prioritizes resident safety then re-greening.

Assumptions:

1. Tree removal = \$3000/tree
2. New tree planted = \$650/tree
3. Township matches donations & grants
4. Wayne Business District Tree Project is value engineered by \$20,000
5. Costs to remove State Road trees is not reimbursed by PennDOT
6. Part-time arborist becomes full-time.

	2018	2019	2020	2021	2022	2023
Beginning Fund Balance	\$146,576	\$57,363	\$65,613	\$3,463	\$21,616	\$21,251
Revenues						
Interest	2	100	100	100	100	100
Donations/Contributions - Chanticleer & Others	18,000	18,000	18,000	18,000	18,000	18,000
Fees/Fines	1,000	1,000	1,000	1,000	1,000	1,000
Grant Donations		7,000	10,500	15,750	23,625	35,438
Transfers - General Fund (Typical)	83,000	25,000	25,000	25,000	25,000	25,000
Transfers - General Fund Matching Donations		25,000	28,500	33,750	41,625	53,438
Transfer - One Time		1,000,000	650,000	300,000	250,000	500,000
Total Revenues	102,002	1,076,100	733,100	393,600	359,350	632,975
Expenditures						
Fall Big Tree Planting	25,000	25,000	25,000	25,000	25,000	25,000
Street Tree Planting - Wayne Business District		43,000	20,000			
Park Tree Replacement	7,925					
Arborist	17,290	75,000	77,250	79,568	81,955	84,413
Tree Removal						
		Hazardous				
		207,000		75,000	150,000	303,000
		Severe Decline	603,000			
		Healthy Ash		90,000		
Vine Removal on Trees in Parks		5,000	5,000	5,000	5,000	5,000
Street Tree Planting - 1:1 for Hazardous Tree Removal		109,850	65,000	100,880	97,760	137,020
Street Tree Planting - New						65,000
Total Expenditures	50,215	1,067,850	795,250	375,448	359,715	619,433
Ending Cash Balance	\$198,363	\$65,613	\$3,463	\$21,616	\$21,251	\$34,793

Note: Includes tree removals normally covered by the Public Works budget.

In trees, the proposed budget translates to ~ 200 new trees per year offsetting the removal of hazardous and severely declining trees.

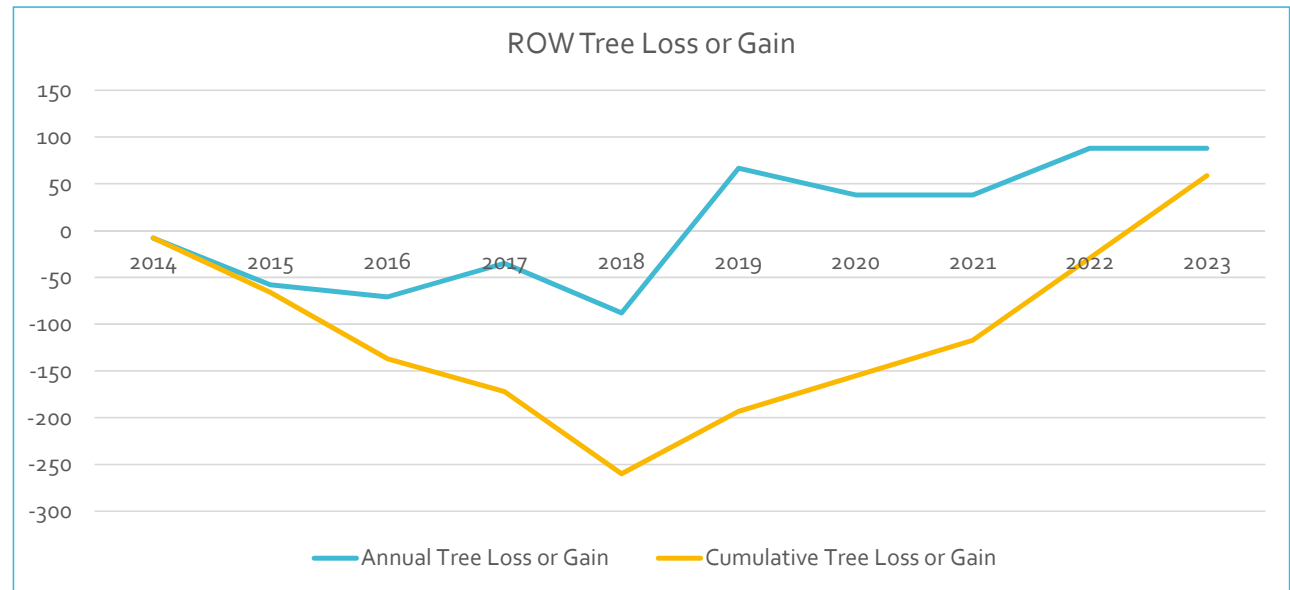
Proposed Expenditures shown in trees instead of \$.

	2018	2019	2020	2021	2022	2023
Expenditures						
Big Tree Planting - Chanticleer Funded	38	38	38	38	38	38
Street Tree Planting - Wayne Business District		29				
Park Tree Replacement						
Arborist						
Communication & Education						
Tree Removal						
			Hazardous			
			Severe Decline			
	-126	-69		-25	-50	-101
		-201	-201			
Vine Removal in Parks						
Treat or Remove - Healthy Ash		30		-30		
Street Tree Planting - 1:1 for Hazardous Tree Removal		69		25	50	101
Street Tree Planting - 1:1 for Severe Decline Tree Removal		100	100	100	100	
Tree Planting - New						100
Total Net Trees Planted (+) or removed (-)	-88	-4	-63	108	138	138

- Proposes to plant 1 new tree for every hazardous or severely declining tree removed.
- Assumes existing hazardous or severely declining trees are removed in 2019 and 2020.
- Assumes replacement trees are planted in 2019 – 2022 at ~ 100 per year.
- Assumes Wayne Business District = \$1500/tree. Assumes \$43,000 is allocated to new trees; Assumes \$20,000 is allocated to other project activities (e.g. pit creation, lighting); Assumes \$20,000 reduction from value engineering.
- 2018 Tree Removal is covered by the Public Works budget.

If the long term strategy is aligned to, then the cumulative tree loss is held to zero trees.

Assumes 2019 survey results mimic 2018 and removal and replanting of similar quantities of trees are required.



- Assumes only 75% of the trees identified via the Survey are in the ROW.
- Assumes 1 tree is planted for every ROW hazardous tree (138) and ROW severe decline tree (804) removed..
- Assumes 50% of Ash Trees are treated and 50% removed. Assumes 1 tree is planted for every ROW Ash Tree removed (30).
- Assumes no new hazardous trees are identified nor removed except the above per the Survey until 2021.
- Assumes 100 trees are planted per year starting in 2022. Assumes the Fall Big Tree Planting continues at 38 trees/year.
- Assumes Wayne Business District Project continues with 29 trees planted in 2019. Future years are TBD.

Therefore we ask you to support the 2019 budget and consider our 5 year proposal to be monitored as new data is available in 2019.

	2018	2019	2020	2021	2022	2023
Beginning Fund Balance	\$146,576	\$57,363	\$65,613	\$3,463	\$21,616	\$21,251
Revenues						
Interest	2	100	100	100	100	100
Donations/Contributions - Chanticleer & Others	18,000	18,000	18,000	18,000	18,000	18,000
Fees/Fines	1,000	1,000	1,000	1,000	1,000	1,000
Grant Donations		7,000	10,500	15,750	23,625	35,438
Transfers - General Fund (Typical)	83,000	25,000	25,000	25,000	25,000	25,000
Transfers - General Fund Matching Donations		25,000	28,500	33,750	41,625	53,438
Transfer - One Time		1,000,000	650,000	300,000	250,000	500,000
Total Revenues	102,002	1,076,100	733,100	393,600	359,350	632,975
Expenditures						
Fall Big Tree Planting	25,000	25,000	25,000	25,000	25,000	25,000
Street Tree Planting - Wayne Business District		43,000	20,000			
Park Tree Replacement	7,925					
Arborist	17,290	75,000	77,250	79,568	81,955	84,413
Tree Removal						
		Hazardous		75,000	150,000	303,000
		Severe Decline	603,000	603,000		
		Healthy Ash		90,000		
Vine Removal on Trees in Parks		5,000	5,000	5,000	5,000	5,000
Street Tree Planting - 1:1 for Hazardous Tree Removal		109,850	65,000	100,880	97,760	137,020
Street Tree Planting - New						65,000
Total Expenditures	50,215	1,067,850	795,250	375,448	359,715	619,433
Ending Cash Balance	\$198,363	\$65,613	\$3,463	\$21,616	\$21,251	\$34,793

- Request \$1MM for 2019 with \$810,000 allocated for tree removal to keep residents safe.
- Request to consider matching 1:1 any donations or grant funds received.

Thank you on
behalf of the
Radnor Township
Shade Tree
Commission

Please use us!

Radnor Township Shade Tree Commission – 2018

- Matt Golas, Planning Committee Member & STC Survey Leader
 - Claire Girton, Parks & Recreation Committee Member
 - James Gibbons, ISA Certified Arborist, Tree & Landscape Service Owner
 - Joe Garzio, Forestry Degree Graduate
 - Ginny Hart, STC Communications Leader
 - Jeff Boogay, Passionate Resident
 - Jack Millerick, Former 2016 -2017 STC Chair
 - Eileen Brett, 2018 STC Chair and Engineer
-
- Radnor Township Arborist: John Hosbach
 - Radnor Township Administrative Support: Trish Sherwin





Wayne Senior Center

610-688-6246 • fax: 610-688-6621 • susan_wsc@yahoo.com • www.wayneseniorcenter.com • 108 Station Road, Wayne, Pennsylvania 19087

November 5, 2018

To the Radnor Township Commissioners and Management:

Thank you for the opportunity to present the Wayne Senior Center story on Monday October 29. As you know, the Center is an integral part of the Wayne community for our senior citizens as well as the community at-large. As you are also aware, the Center is completely dependent upon individual and governmental support through donations to fulfill our mission.

We recently submitted a grant to fund a part-time social worker for the Center, to provide assistance to vulnerable older adults in our community. We are calling the new social work outreach initiative, SupportNet. To update you, we heard from The Foundation for Delaware County that our request for funding for a part-time social worker was partially funded. Therefore, we are asking that Radnor Township fund the balance of \$15,000, so the Center can launch this initiative aimed at reaching the more vulnerable and isolated older adults in our community.

Our geographic location, in a higher income based community, often creates an assumption that the population served through the Center does not face the challenges and issues as in other communities. Despite our facility location, the Center serves older adults of all income levels. We are often the frontline for those in our community who fall through the cracks and whose needs often fall out of the reach of most public and private assistance. Our current staff struggles to meet the increasing demand for social service support and outreach to vulnerable older adults. Last year, staff fielded over 1250 such inquiries without the dedicated expertise and solid program process to respond to these inquiries efficiently and effectively.

We have been trying to satisfy this need through existing staff and any other resources we can find on an informal basis. However, we fall short in not having the resources or the expertise to satisfy our members' unique needs. We recently assisted a long time Radnor resident who was no longer capable of managing her own finances, and had fallen behind on county taxes, real estate and school taxes, and whose home was in total disrepair. Our Executive Director spent over 60 hours one on one with this resident over the course of six weeks, helping her sort through her overwhelming amount of financial documents, statements, and bills. Although existing staff will always bend over backwards to help a resident senior, the amount of time needed for social services strains the already heavy workload of staff at the Center. Through this funding request, the Center can increase its capacity in reaching isolated older adults in our community and connecting them to vital resources.

In short, we need the Township's support to implement and establish this critically needed program. This specific program need has been identified for some time and we have had partial success in securing the necessary funds. We see some light but need help to get to the finish line. Your support would help us realize this new opportunity for the community.

Sincerely,

Sue Chain Parker, President
Board of Directors



WAYNE BUSINESS ASSOCIATION

A \$281 Million Economic Engine

Quantifying the Importance of the Wayne Business Overlay District (WBOD) to Radnor Township's Economy and Fiscal Health

Downtown retail districts are critically important for suburban municipalities. They are vibrant hubs that provide cherished gathering places for local residents and draw in considerable spending from non-residents. This spending supports local jobs and strengthens the local tax base.

The economic benefits of spending at restaurants and boutiques extend beyond those industries and support other sectors in the Township. In order to ensure that the WBOD continues to be an economic driver, it is critical that it remains a local and regional destination. By using business tax dollars to maintain and improve the WBOD, the Township can ensure that the WBOD continues to be an economic engine. Investing business tax dollars on improvements including street and treescapes, planters, improved lighting, parking lot and street repaving, as well as consistent upkeep of the area through regular street cleaning and trash removal, the Radnor Township can protect the WBOD – and its influential impact on the Township.^{1,2,3,6}

The Wayne Business Overlay District

The WBOD is an economic engine for the Radnor Township, driving significant economic activity. WBOD businesses also generate major tax revenues for the Township at a time when fiscal challenges are forcing difficult decisions about tax increases and service reductions. Continued investments in the WBOD therefore represent an important path to continued economic vitality and fiscal sustainability for the Township.



The WBOD Represents a Significant Amount of Business Activity within the Township^{1,3,4}

AREA



<1%

#EMPLOYEES



5%

2017 SALES



8%

RETAIL BUSINESSES



34%

RESTAURANTS



42%



The Economic Impact of the WBOD

In 2017, merchants within the WBOD had more than a quarter-billion dollars in sales. This economic activity supports local employment. An estimated 6.2% of WBOD employees are also tax-paying residents of the Township. In addition, an estimated 6.0% of goods and services procured by WBOD merchants were purchased from other vendors within the Township, further supporting local jobs and generating additional tax revenue.¹

In total, the annual economic impact of WBOD merchants on the Township's economy is \$281 million, supporting almost 1,200 jobs. The WBOD directly or indirectly supports more than 1 in 20 jobs in Radnor Township.^{1,2,6}

**ECONOMIC
IMPACT^{2,6}**

\$281M

EMPLOYMENT

1,180

EARNINGS¹

\$58M

Economic and Fiscal Impact Methodologies

The Wayne Business Association (WBA) hired leading economics consulting firm Econsult Solutions, Inc. (ESI) to conduct an economic and fiscal analysis of businesses within the WBOD. Information specific to the businesses located within the WBOD was provided to ESI by the Radnor Township. In addition to the total number of operating businesses and employees, taxable sales and tax collections from 2011 to 2017 were used in the analysis. In order to calculate the economic impact, taxable sales from 2011 and 2017 were categorized by the WBA into three general categories: restaurant, retail, and services. The aggregate annual sales in each category was customized to account for the actual employment figures and then modeled by ESI using IMPLAN, an industry-standard input-output modeling system. The resulting output for Delaware County was then shared down to Radnor Township using Longitudinal Employer-Household Dynamics data provided by the US Census. In order to calculate the fiscal impact, tax collections reported by the WBOD businesses were combined with the ESI-estimated taxes from the indirect and induced impacts from the economic impact calculation. These figures for 2011 to 2017 were then compared to analyze growth over time and compared to Radnor Township's entire tax base to estimate the portion supported by the WBOD.

A Truly Regional Destination

The WBOD is a desirable amenity not just for locals but is a favored award-winning destination throughout the region. Its destination status brings dollars into the Township, supporting local employment and building the local tax base.

Teresa's Next Door
Best Whiskey Bar in Philadelphia
Philadelphia Magazine, 2017

Coollest Suburb
in Greater Philadelphia
Thrillist, 2016

10/20 Best Shops
on the Main Line
Philadelphia Magazine, 2015

**Wayne Music
Festival**
Best Festival in
Greater Philadelphia

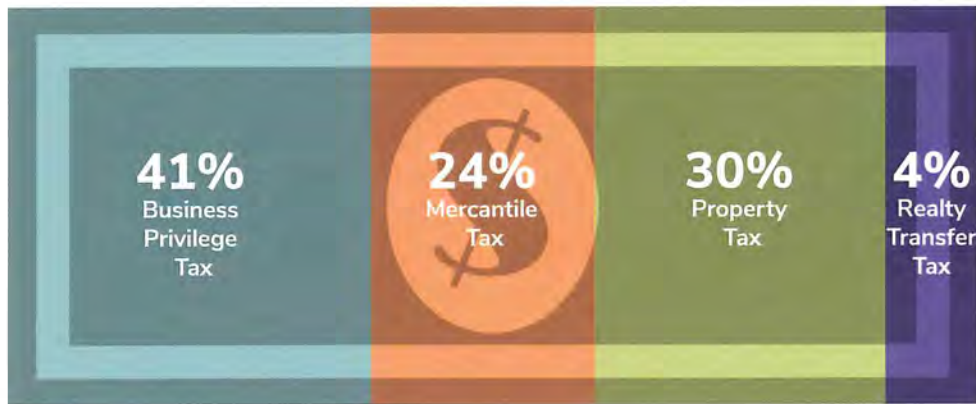


The Growth of the WBOD Strengthens the Radnor Township Tax Base

The economic activity of the WBOD translates into considerable tax revenues for the Township, an estimated \$1.2 million in 2017. The WBOD plays an important role in the Township's fiscal health. Merchant activity and commensurate tax revenue generation have increased significantly over the past several years, at a time when the Township's operating revenues have declined. ^{1,3}

Taxes Generated from WBOD Businesses (2017)

\$1.2 Million per Year



The WBOD is Growing at a Faster Rate than Radnor Township's Operating Budget in 2017 compared to 2011⁵

RADNOR TWP EXPENDITURES



#EMPLOYEES



#MERCHANTS



AGGREGATE SALES



TAXES FROM WBOD
BPT + Mercantile





An Economically Robust Merchant Community Equals a Fiscally Healthy Township

Soaring pension and health costs for municipal and school district employees are creating fiscal challenges for even affluent jurisdictions. Expenditures are growing at a faster rate than tax bases, necessitating difficult choices about increased tax rates and/or reducing services. Townships in this situation are torn between holding the line on property tax rate increases or risking erosion in the quality of their municipal services and school district. A more diversified tax base can mitigate this problem. The more a jurisdiction's commercial sector can produce tax revenues, the fewer burdens there are on residents and residential property taxes. The growth and strength of the WBOD improves the fiscal health of Radnor Township.

WBOD is outpacing the rest of Radnor. Between 2011 and 2017, Radnor Township's expenditures grew by 35% (an increase of \$2.8M / year) while BPT + Mercantile taxes paid by WBOD merchants grew by 61% (an increase of \$311K / year). WBOD is an increasingly important part of the Township's tax base. Absent of the strong performance by the WBOD, the Township would be in an even more difficult fiscal position. Looking ahead, the Township's fiscal prospects will be considerably stronger if the WBOD can continue to be a large and growing part of the Township's tax base. A more diversified tax base enables the Township to hold the line on taxes. Through its regional-destination restaurants and boutiques, the WBOD attracts outside spending. This spending creates tax revenue for the Township and reduces the overall tax burden on Radnor residents. By investing in improvements in maintenance of the WBOD, the Radnor Township can ensure that the WBOD remains an economic engine for the Township.

Data Sources

- 1) BPT and Mercantile taxable sales and annual BPT tax collections for all WBOD businesses (2011 to 2017), Provided by Radnor Township
- 2) Number of businesses and employees within the WBOD (2013 to 2017), Provided by Radnor Township
- 3) Real Estate Transfer and Property tax collections for all WBOD businesses (2012 to 2018), Provided by Radnor Township
- 4) US Census Longitudinal Employer-Household Dynamics (2015)
- 5) Radnor Township Budget (2008 to 2018)
- 6) MIG IMPLAN Pro (2015)



RESOLUTION NO. 2018-130

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING PART TIME THIRD PARTY UNIFORM CONSTRUCTION CODE (UCC) SERVICES BY BARRY ISETT & ASSOCIATES, INC.

WHEREAS, Radnor Township receives various permits and applications along with revenue through its building code department; and

WHEREAS, the Township has over 2,000 open and pending permit applications; and

WHEREAS, the Township has worked with third party inspectors in the past to supplement available staff; and

WHEREAS, the Township, through the RFP process, has identified two (2) qualified 3rd Party Consultants capable of assisting Township Staff in enforcing the UCC; and

WHEREAS, the Township desires to diversify its use of 3rd Party Consultants and employ a part-time 3rd Party Consultant at a rate of \$80 per hour for plan review, and inspections as needed; and

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township, as follows:

1. The Township Manager is authorized to execute, in the name of and on behalf of Radnor Township, an agreement with Barry Isett & Associates, Inc. with such changes as the Township Manager after consultation with the Solicitor shall approve.
2. The Township Manager or his designee is authorized and directed to take all other actions deemed necessary or appropriate to carry out the purposes of this Resolution.

SO, RESOLVED, this 12th day of November, A.D. 2018.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert Zienkowski
Manager/Secretary

CONSULTING SERVICES AGREEMENT

This Agreement is made _____, 2018, between Barry Isett & Associates, Inc. (hereinafter "Isett") whose principal business address is 1003 Egypt Road, Phoenixville, PA 19460 and Radnor Township (hereinafter "Municipality") whose principal business address is 301 Iven Avenue, Wayne, 19087.

WHEREAS, the Municipality wishes to retain Isett as a consultant and independent contractor to perform the services referenced herein for a period of 3 years from date of appointment.

WHEREAS, the Municipality has taken such action at a public meeting to appoint Isett to engage in the services outlined in this Agreement and has further granted Isett the authority to act as an agent of the Municipality; and;

NOW THEREFORE, the parties referenced above hereto agree as follows:

1. Services Provided

Isett agrees to serve as the representative and agent of the Municipality and will provide the following services in accordance with the terms and conditions of this Agreement (hereinafter referred to as "Services").

- a. Building Plan Review Services
- b. Building Construction Inspection Services (secondary, and as requested)
- c. Code Enforcement Services (secondary, and as requested)
- d. Code Legislation Support (secondary, and as requested)
- e. Expert Testimony ((secondary, and as requested)
- f. Fire Safety Inspections (secondary, and as requested)
- g. Rental Housing and Property Maintenance Inspections (secondary, and as requested)

2. Cost of Services

The cost of Services will be charged in accordance with the rate schedule attached hereto within the Proposal. Isett reserves the right to amend this rate schedule with sixty (60) days notice.

3. Service Standards

Isett shall provide the Services outlined herein to the best of its ability and in accordance with generally accepted practices in the industry. During such time, Isett shall perform the Services outlined herein from either an office provided by the Municipality or from its corporate offices. Isett shall, nevertheless, be on-call twenty four hours a day, seven days a week, to respond to emergencies on behalf of the Municipality.

4. Payment

Invoices shall be paid upon receipt. Payments shall be mailed to Barry Isett & Associates, Inc., 1003 Egypt Road, Phoenixville, PA 19460. An invoice shall not be considered delinquent for purposes of this Agreement until it is sixty days past due.

5. Termination

Either party may terminate this Agreement by providing the other with sixty (60) days written notice of their intent to terminate this Agreement. This Agreement shall terminate and be of no force and effect on the sixtieth (60th) day from which the Notice of Termination was delivered to the other party.

6. Notices

Any notices required to be given under this Agreement shall be mailed by First Class Mail, Return Receipt Requested, or by overnight courier to the following address:

As to Isett:
Barry Isett & Associates, Inc.
1003 Egypt Road
Phoenixville, PA 19460

As to Municipality:
Radnor Township
301 Iven Avenue
Wayne, PA 19087

7. Dispute Resolution

In the event there is a perceived breach of this Agreement or there is a dispute or other controversy arising out of or relating to the provision of Services in accordance with this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute or controversy as soon as possible. If the dispute or controversy can not be resolved to the satisfaction of both parties, either party may terminate the agreement in accordance with Section 5 of this Agreement.

8. Agency

The Municipality shall take such action, as is necessary, at a public meeting of the governing body, to appoint Isett as the Municipalities Representative for the services indicated within this Agreement. Upon appointment of Isett by the Municipality, Isett shall become an agent of the Municipality and shall be entitled to perform its Services as outlined in this Agreement with the full authority of the Municipality and may act on behalf of and bind the Municipality to any decisions made during the performance of the Services outlined herein. In particular, Isett shall be authorized to issue any and all determinations, permits, certifications, or other documents required or necessary to carry out its duties or appointment. Isett agrees to perform the Services in accordance with all applicable provisions of the Municipalities Planning Code and any other State or Federal Law applicable to the Municipality.

9. Isett shall not be responsible for any plan review, permit issuance or field inspection relating to any permit that was approved, issued and/or performed prior to the effective date of this Agreement.

10. The Municipality shall further defend, indemnify and hold Isett harmless from any claims or causes of action which may arise as a result from the plan approval, permit issuance, and/or field inspection relating to all permits granted by the Municipality prior to the effective date of this Agreement.

11. Entire Contract

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supercedes any prior written or oral Agreements between the parties.

12. Amendment

This Agreement may be modified, amended or extended if the amendments are made in writing is signed by both parties, unless otherwise provided in this Agreement.

13. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limited such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed and enforced as so limited.

14. Effective Date

This Agreement shall be effective the date upon which the Municipality, at a regularly scheduled public meeting, adopts the terms and provisions of this Agreement and appoints Isett to act on its behalf in the capacity indicated.

15. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that parties right to subsequently enforce or compel strict compliance with every provision of this Agreement.

16. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement and their relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

Matthew C. Walter, MCP, CFM
Barry Isett & Associates, Inc.

Date _____

Municipality

Date _____

EXHIBIT “A”

Cost of Services

The cost for services provided Barry Isett & Associates, Inc. to the community will be as follows:

2019-2021 Rate Schedule

Building Inspection/Plan Review and Zoning Administration

Zoning Administration	\$80.00 per hour
UCC Building Inspection / Plan Review (Commercial and Residential)	\$80.00 per hour
Administrative Support	\$80.00 per hour
Code Enforcement Services (Miscellaneous Ordinance Enforcement)	\$80.00 per hour
Fire Safety Inspections	\$80.00 per hour
Property Maintenance/Rental Housing Inspections	\$80.00 per hour
Code Legislation Support Services (Preparing new Ordinances, as requested)	\$100.00 per hour
Court time/Expert Testimony	\$110.00 per hour

ORDINANCE No. 2018-16

AN ORDINANCE AMENDMENT OF RADNOR TOWNSHIP, DELAWARE COUNTY PENNSYLVANIA, AMENDING CHAPTER 280 ZONING, ARTICLE XV, PLO PLANNED LABORATORY-OFFICE DISTRICT, SECTION 280-63, BY ELIMINATING CERTAIN APPROVED USES IN THE PLO PLANNED LABORATORY-OFFICE DISTRICT.

“Section 280-63 Use regulations” subsection A.(2) is amended to state in its entirety as follows (deleted language denoted by strikethrough text in brackets, new language in **bold** and underlined):

(2) Office Building, including **professional offices, but excluding medical, dental and sales.** [~~medical, dental, professional and sales.~~]

**RESOLUTION NO. 2018-128
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING A PILOT PROGRAM AGREEMENT
BETWEEN THE TOWNSHIP OF RADNOR AND CURB MY CLUTTER,
LLC**

WHEREAS, Radnor Township desires to enter into a twelve (12) month Pilot Program Agreement with Curb My Clutter, LLC; and

WHEREAS, the Township desires to optimize the collection of certain recyclable items from its residents.

NOW, THEREFORE, be it hereby resolved that the Board of Commissioners of Radnor Township does hereby approve the Pilot Program Agreement a copy of which is attached hereto as *Exhibit "A"*.

SO RESOLVED this _____ day of _____, 2018.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

**CURB MY CLUTTER LLC
PILOT PROGRAM AGREEMENT**

This PILOT PROGRAM AGREEMENT (this "Agreement"), effective as of November __, 2018 ("Effective Date"), is made by and between Curb My Clutter LLC, a Delaware limited liability company ("CMC"), and the Township of Radnor, a township located in the Commonwealth of Pennsylvania (the "Township," and together with CMC, the "Parties," and each, a "Party").

WHEREAS, CMC is a software as a service ("SaaS") provider that helps municipalities optimize the collection from its residents of, and processing by such municipalities of, certain recyclable items;

WHEREAS, the Township desires to optimize the collection from its residents of, and processing by the Township of, certain recyclable items; and

WHEREAS, in order to explore the possibility of a longer-term partnership between them, the Township and CMC desire to enter into a twelve (12) month pilot program (the "Pilot Program") wherein CMC would help the Township to optimize and monetize the collection from its residents of, and processing of, certain recyclable items.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CMC Services. During the term of the Pilot Program, CMC agrees to do the following:

1.1 *Customization of Platform*. CMC shall customize its digital platform, including, without limitation, the software comprising the digital platform (the "Platform"), for the Township to include the scheduling ("Scheduling") of collections ("Collections") of textile and e-waste (collectively, "Recyclable Materials"), from residents of the Township (the "Residents"), which Collections shall be scheduled via text messages from Residents' mobile phones. Any customization of the Platform shall be as mutually agreed between CMC and the Township.

1.2 *Management of Scheduling and Collection Process*. CMC shall use commercially reasonable efforts to:

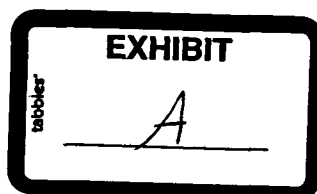
(a) provide curbside Collection of Recyclable Materials, subject to Scheduling with Residents;

(b) provide offsite storage and sorting of all Recyclable Materials collected by CMC from Residents;

(c) manage and respond to Residents' requests and concerns generated during the Scheduling and Collection processes for Recyclable Materials;

(d) market and sell the Recyclable Materials that CMC collects from the Residents to processors ("Processors") for the re-use, de-manufacturing or scrapping of such Recyclable Materials; and

(e) build a network of brands that will offer rewards programs to Residents scheduling Collections through CMC.



1.3 *Branding of Personnel and Vehicles.* All CMC personnel (including its employees or independent contractors) who make Collections shall wear uniforms or otherwise be clearly marked with identifying logos and marks, and will clearly display CMC logos or marks on any vehicles used by them in the provision of the Collections.

2. Licenses to Use of Platform.

2.1 *Grant of Licenses.* CMC shall provide access and a non-exclusive, non-assignable, non-transferable, non-licensable, revocable license to up to three (3) employees of the Township ("Licensees") to access the back end of the Platform using a management interface, such that the Licensees may access reports and other data regarding Collections, including an inventory of items scheduled for Collections; *provided, that*, each of the Licensees agrees in advance, in writing, to be bound by the obligations of Sections 2.2, 2.3, and 2.5 of this Agreement.

2.2 *Prohibited Activities.* Except as expressly authorized herein, the Township and each Licensee are prohibited from and shall not undertake, cause, or permit any: (a) copying or modification of the Platform; (b) creating derivative works based on all or any portion of the Platform; (c) removal or modification of any notice of any patent, copyright, trademark or other proprietary rights that appear on or in the Platform; (d) reverse engineering, de-compilation, translation, disassembly or discovery of the source code of all or any portion of the Platform; (e) distribution, disclosure, marketing, leasing, reselling, assigning, loaning, sublicensing, renting, pledging, offering as security or transferring to any third party, including the Residents, of the Platform, or use of the Platform for any dial-up, third party data or third party network management services, remote access, interactive or other service; (f) merging of the Platform into or with another product; or (g) use of the Platform beyond the term or after expiration or termination of this Agreement.

2.3 *Confidentiality.* The Township and each Licensee agrees to protect and maintain the confidentiality of the Platform, and not to disclose the Platform to any third parties except as expressly permitted in this Agreement. The Township and each Licensee acknowledges that its breach of confidentiality shall cause CMC irreparable injury and entitle CMC to obtain equitable relief, in addition to all other remedies available to it. The confidentiality obligations hereunder shall survive the termination or expiration of this Agreement.

2.4 *Limited License.* The Township and each Licensee further acknowledges that it is acquiring only a limited license to use the Platform and not any title to or ownership of the Platform or any part thereof and that the Platform is proprietary to and copyrighted by CMC. THE PLATFORM IS COPYRIGHTED AND LICENSED, NOT SOLD.

2.5 *Data Privacy.* Neither the Township and nor any Licensee shall use any personal identifiable information ("PII") of any Resident obtained via the Platform for any purpose and must safeguard all such PII in accordance with all applicable laws.

2.6 *Ownership of Platform.* CMC retains all title, ownership, interests and intellectual property rights in and to the Platform, including, without limitation, and customizations thereof and improvements or modifications thereto, and deems the Platform, and any such improvements, modifications, or customizations, to be confidential information. To the extent the Platform contains any materials licensed from third parties, third party suppliers may own such licensed materials. CMC retains all rights not expressly granted to the Township and Licensees in this Agreement.

3. Marketing of Pilot Program; Co-Branding Opportunities; Public Releases.

3.1 *CMC Obligations.* CMC shall (a) work together with the Township to create co-branded advertising and educational materials ("Materials") to engage residents on the Pilot Program, (b) to the extent determined by CMC in CMC's sole discretion, supply funding for the printing and distribution of such Materials to Residents, and (c) to the extent determined by CMC in CMC's sole discretion, advocate with community groups in the Township such as environmental committees, religious organizations, educational and civic institutions, and offer to speak with these groups about the importance of driving Recyclable Materials out of the disposal stream.

3.2 *Township Obligations.* The Township shall promote community engagement with the Pilot Program through existing channels, including, without limitation, the Township's website, television channel, and other social media channels currently deployed by the Township.

3.3 *Rights to Use Marks.* Any and all co-branding or other public releases with respect to the Pilot Program, including, without limitation, the Materials, and the commitments of the Parties and other matters described in this Agreement, shall require the mutual prior written consent of the Parties, including, without limitation, as to the wording thereof and the use of all logos; *provided, however*, that CMC shall be permitted to make public releases stating that CMC is the authorized collection agent of Recyclable Materials for the Township. To the extent the Parties consent to any such co-branding or release, the Parties hereby grant to each other limited, revocable, non-assignable, non-transferable, non-licensable, licenses in their respective marks. Notwithstanding that any co-branding or public release may have been approved by the other Party in accordance with this Section 3, at any time upon written notification from one Party to the other Party advising such Party that it withdraws consent to such co-branding or public release, such Party shall as soon as practicable stop using such co-branding or promoting such public release, including, without limitation, removing it from all websites and social media to the extent such removal is within such Party's control.

4. Profit Share and Cost Savings.

4.1 *Right to Charge Fees to Residents.* CMC shall be entitled to charge Residents fees for the collection of the items set forth on Exhibit A hereto, including televisions and cathode ray tubes, in the amounts set forth on Exhibit A hereto, which amounts are consistent with those currently charged by the Township to its Residents.

4.2 *Profit Share.* During the term of this Agreement, the Township shall be entitled to receive from CMC ten percent (10%), and CMC shall be entitled to retain ninety percent (90%), of Net Revenue actually received by CMC from the sale to Processors by CMC of Recyclable Materials collected from Residents by CMC.

4.3 *Definition.* "Net Revenue" means gross sales minus (a) any payments made by CMC to any independent contractors in connection with the storage of Recyclable Materials collected from Residents, (b) all costs and expenses incurred by CMC in connection with palletizing the Recyclable Materials collected from Residents, and (c) the cost to CMC to transport Recyclable Materials collected from Residents to Processors..

4.4 *Retention by Township of Cost Savings.* As between CMC and the Township, the Township shall be entitled to retain one hundred percent (100%) of (a) the landfill disposal avoidance created as a result of the diversion of Recyclable Materials under the Pilot Program, (b) any cost savings from having to dedicate fewer resources to, and/or run fewer, Township e-waste drop off events, and (c) any

increased grant funding to the Township as a result of increased diversion of Recyclable Materials from landfill disposal as a result of the Pilot Program.

4.5 *Exclusivity.* During the term of this Agreement, the Township shall not contract with any other person or entity for the collection of any Recyclable Materials. CMC shall have the right to contract with any other person, entity, or municipality to provide collection services.

4.6 *Term; Obligations upon end of Term.* The term of this Agreement shall commence on the Effective Date and shall continue for twelve (12) months from the Effective Date. Upon the end of this Agreement's term, the Township and all Licensees shall delete, destroy or return to CMC all copies (whether digital, hard or otherwise) of any software or data obtained (including without limitation all PII) from or related to the Platform and shall confirm to CMC that such deletion, destruction or return has occurred.

4.7 *Evaluation of Pilot Program.* The Parties shall mutually review and evaluate the Project Pilot nine (9) months into the term of this Agreement for the mutual consideration of whether to enter into a new agreement to continue the Parties' relationship beyond the end of the Pilot Program.

4.8 *Representations and Warranties.* Each Party hereby represents and warrants to the other Party that:

4.9 it is duly authorized and empowered to enter into, execute, deliver, and perform its obligations under this Agreement;

4.10 the execution, delivery, and performance by such Party of this Agreement has been duly authorized by all necessary action and do not and will not (i) require any consent or approval that has not been (or will not have been timely) obtained; (ii) contravene such Party's organizational, charter or governing documents; (iii) violate, or cause such Party (or the entity of which such Party is a division) to be in default under, any applicable law; or (iv) result in a breach of or constitute a default under any material agreement or instrument to which such Party (or the entity of which such Party is a division) is a party or by which it or its properties may be bound or affected; and

4.11 this Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its respective terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of rights of creditors generally and except to the extent that enforcement of rights and remedies set forth therein may be limited by equitable principles (regardless of whether enforcement is considered in a court of law or a proceeding in equity).

5. No Warranty and Disclaimer. CMC PROVIDES THE PLATFORM ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER, AND HEREBY EXPRESSLY DISCLAIMS WITH RESPECT TO THE PLATFORM AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; AND (B) ALL LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COVER, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA OR LOST PROFITS, HOWEVER ARISING, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN WHERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. General Provisions.

6.1 *Relationship.* Nothing in this Agreement shall create a joint venture, partnership, employment or agency relationship between the Parties or between either Party and the employees or contractors of the other Party. Neither Party is authorized by this Agreement to represent, bind, obligate, or contract on behalf of the other Party.

6.2 *Entire Agreement.* With respect to its subject matter, this Agreement (with its exhibit, which is incorporated herein by reference) represents the Parties' entire agreement and supersedes all prior agreements, understandings and representations, written or oral, between the Parties.

6.3 *Amendments; Waivers.* This Agreement may be executed and delivered in counterparts and by facsimile or electronic transmission (including without limitation via email in "portable document format"). This Agreement may not be amended except by a writing signed by each of the Parties hereto. The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.

6.4 *Severability.* Any provision of this Agreement that is held to be invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and without rendering invalid or unenforceable the remainder of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction, and the court or tribunal so holding shall be empowered to substitute, to the extent enforceable, provisions similar to said provision, or other provisions, so as to provide to the Parties the benefits intended by said provision to the fullest extent permitted by applicable law.

6.5 *Assignment.* No Party may assign or transfer any rights or obligations under this Agreement without the written consent of the other Party, except that CMC may assign or transfer this Agreement and its rights and obligations hereunder, without the Township's consent, to any third party who succeeds to substantially all its business or assets, whether by sale of assets, merger or otherwise. Any assignment or transfer, or attempted assignment or transfer, in violation of this Agreement is void *ab initio*.

6.6 *Force Majeure.* Neither Party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure has been occasioned by any act of God, fire, strike, union activity, market failure, inevitable accident, terrorism, insurrection, government restriction or prohibition, war or any cause outside of a Party's reasonable control.

6.7 *Governing Law; Jurisdiction.* This Agreement is to be governed by, construed and enforced in accordance with, the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Pennsylvania to the rights and duties of the Parties.

6.8 *Counterparts.* This Agreement may be executed and delivered in counterparts and by facsimile or electronic transmission (including without limitation via email in "portable document format").

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

CURB MY CLUTTER LLC

THE TOWNSHIP OF RADNOR

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A
Fees

Standard television and CRT monitor - \$35.00 per unit.

Rear projection television, extra-large CRT television and wood cabinet television - \$100.00 per unit

ORDINANCE NO. 2018-13

AN ORDINANCE OF THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING ARTICLE 6, RIGHT-OF-WAY MANAGEMENT, BY ADDING A NEW SECTION 250-20 TO PROVIDE FOR THE ELIMINATION OF VISUAL OBSTRUCTIONS WITHIN THE RIGHT-OF-WAY

WHEREAS, Radnor Township has authorized to regulate its streets, rights-of-way and public areas with respect to traffic hazards and obstructions; and

WHEREAS, the Township has determined that it is necessary to eliminate all encroachments within the Township's right-of-way to ensure traffic safety.

NOW, THEREFORE, be it hereby ordained that the Radnor Township Board of Commissioners, does hereby enact an amendment to the Radnor Township Code of Ordinances, Article VI, by adding a new Section 250-20. Visual Obstructions as follows:

SECTION I.

Section 250-20 Visual obstructions.

A. It shall be unlawful for any person in the Township of Radnor to plant, erect, maintain or allow to exist any tree, shrub, hedge, fence, bank or other obstruction near street intersections which may cause danger by obstructing the view of the motorist. The existence of such obstruction will cause said person to be subject to a notice of violation if said obstruction exceeds a height of 24 inches as measured from the lowest adjacent street surface and is located within a triangle formed by joining three points, one point being formed by the intersection of the abutting street edges and the other two located 30 feet from the above-mentioned intersection measured along each of the abutting street edges as shown in the attached illustration. This triangular area may be extended to achieve the purpose of this section where unusual topographical conditions prevail.

B. It shall be unlawful for any person in the Township of Radnor to plant, erect, maintain or allow to exist any tree, shrub, hedge, fence, post or other obstruction within the right-of-way of any Township or state highway within the Township of Radnor which creates an unsafe condition for persons or vehicles traveling on said highway.

C. The enforcement of this subsection shall be under the direction of the Township Manager or his designated representative. The Township Manager is authorized to notify the property owner of the land upon which the vision or other obstructions prevail to remove the same within 30 days. If the owner shall neglect or refuse to do so after such notice, the Township Manager may file a complaint and/or cause the work to be done at the expense of the property owner. This expense, together with a penalty of 5% of such cost, shall be charged against the owner of such property, and in default of payment, the same shall be collected in the manner provided by law for the collection of municipal claims or by action of assumpsit without filing of a claim. The notice provided by this section shall

be served upon the property owner by certified mail or by leaving the same at his place of residence in the Township or, if he has no residence in the Township, then by leaving the same with the tenant or occupier of the premises or, if the premises is vacant, by posting the same on the premises and mailing a copy thereof to the owner at his last known address.

D. No gasoline pumps, oil tanks, walls, fences, posts, planting, shrubbery or similar obstructions shall be placed within the right-of-way. Any such obstruction shall be removed promptly by the property owner whenever written notice to remove such obstruction is given by the Township Engineer. If the owner fails to comply with such notice, the Township shall remove the obstruction and charge to cost thereof to the owner.

SECTION II.

Repealer. All ordinances, parts of ordinances, and amendments thereof which are inconsistent with this Ordinance are hereby repealed.

SECTION III.

Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

SECTION IV.

Effective Date. This Ordinance shall become effective in accordance with the Radnor Township Home Rule Charter.

ENACTED and **ORDAINED** this _____ day of _____, 2018.

RADNOR TOWNSHIP
BOARD OF COMMISSIONERS

Attest: _____

By: _____

Name: Lisa Borowski

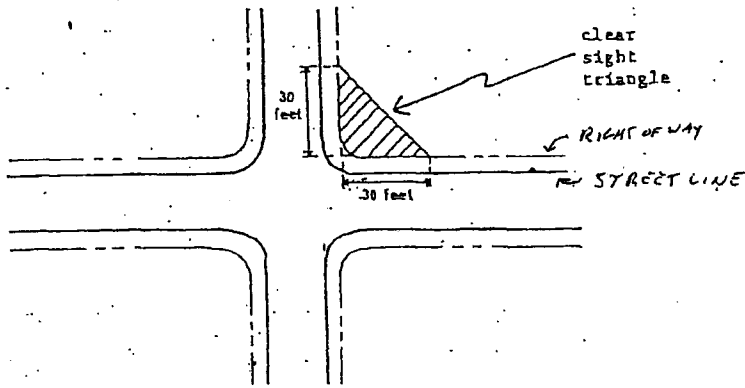
Title: President

255 Attachment 1

Township of Radnor

Illustrations

Clear Sight Triangle



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
MICHAEL K. MARTIN
JULIEANNE E. BATEMAN
MITCHELL H. BAYLARIAN
IAN W. PELTZMAN

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123RD ANNIVERSARY 1895-2018

www.grimlaw.com

John B. Rice
e-mail: 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

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

October 24, 2018

SENT VIA ELECTRONIC CORRESPONDENCE

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

Re: Radnor Township –Right-of-Way Management Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the Thursday, November 1, 2018, edition of your newspaper, a Legal Notice for the possible enactment of the above ordinance by the Board of Commissioners of Radnor Township at their meeting on November 12, 2018. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Robert Zienkowski, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection.

If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

GRIM, BIEHN & THATCHER

By: _____


John B. Rice

JBR/hlp

Enclosures

cc: Robert A. Zienkowski (w/enc. – via email)
Jennifer DeStefano (w/enc. – via email)

**LEGAL NOTICE
RADNOR TOWNSHIP - HEARING**

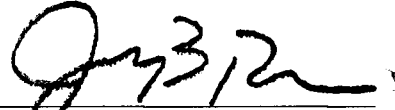
Right-of-Way Management Ordinance

Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance amending Article 6, Right-of-Way Management, by adding a new Section 250-20 to provide for the elimination of visual obstructions within the Right-of-Way. The Board of Commissioners will consider this proposed Ordinance at a hearing to be held during its regular public meeting on November 12, 2018, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087. Copies of the full text of this proposed Ordinance are available to any interested party for inspection and/or copying at a nominal cost at the Township offices or for inspection at the offices of this newspaper and the Delaware County Law Library during normal business hours. All interested parties are invited to attend and participate in this hearing.

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on November 12, 2018.

A handwritten signature in black ink, appearing to read "John B. Rice", written over a horizontal line.

John B. Rice, Esquire
Grim, Ehn & Thatcher
Township Solicitor

**RESOLUTION NO. 2018-124
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE AMENDED PLANS FOR
PHASE 2 OF THE ARDROSSAN FARMS SUBDIVISION LOCATED
ALONG NEWTOWN ROAD**

WHEREAS, the Board of Commissioners approved final plans of subdivision prepared by Momenee & Associates, Inc., dated September 5, 2014 pursuant to Resolution No. 2014-104 on November 10, 2014 (“Plan”); and

WHEREAS, the foregoing approved Plan proposed development of the Ardrossan Farms in Phases and has a last revision date of December 8, 2014; and

WHEREAS, E.S. III, LP, (“Applicant”) has submitted an amended Plan for Phase 2, prepared by Momenee & Associates, Inc., dated August 8, 2018.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby approve the amended Plan for Phase 2 as shown on the Plan prepared by Momenee & Associates, Inc., dated August 8, 2018, subject to the following conditions:

1. Compliance with the Gannett Fleming review letter dated October 3, 2018, a copy of which is attached hereto as *Exhibit “A”*.
2. Compliance with all other applicable Township, County, State and Federal Rules, Regulations, Ordinances and Statutes.
3. Compliance with the final Plan approval Resolution No. 2014-104 as modified by this Resolution.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 12th day of November, 2018.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____



Excellence Delivered As Promised

Date: October 3, 2018

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

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
John Rice, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: The Ardrossan Farms Phase 2– Amended Plans
Pohlig at Ardrossan Farms L.P. – Applicant

Date Accepted: September 4, 2018
90 Day Review: December 3, 2018

Gannett Fleming, Inc. has completed a review of the revised land development Plan 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 revise the setbacks for lots 2-1 through 2-9, lot 2-11 and lots 2-13 through 2-19 to conform with §280-97.D of the zoning ordinance.

Amended Phase II – Record Plan

Plans Prepared By: Momenee, Inc.
Dated: 08/02/2018

Zoning

1. All setback requirements will be verified at the grading permit review to ensure conformation with the requirements.

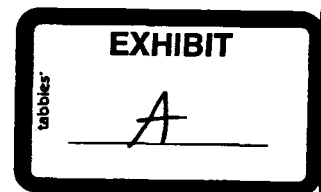
The applicant appeared before the Planning Commission on October 1, 2018. The Planning Commission recommended approval of the plan.

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

Very truly yours,

GANNETT FLEMING, INC.

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





Gannett Fleming

*Excellence Delivered **As Promised***

Date: October 3, 2018

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

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
John Rice, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: The Ardrossan Farms Phase 2– Amended Plans
Pohlig at Ardrossan Farms L.P. – Applicant

Date Accepted: September 4, 2018

90 Day Review: December 3, 2018

Gannett Fleming, Inc. has completed a review of the revised land development Plan 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 revise the setbacks for lots 2-1 through 2-9, lot 2-11 and lots 2-13 through 2-19 to conform with §280-97.D of the zoning ordinance.

Amended Phase II – Record Plan

Plans Prepared By: Momenee, Inc.

Dated: 08/02/2018

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The applicant appeared before the Planning Commission on October 1, 2018. The Planning Commission recommended approval of the plan.

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

Very truly yours,

GANNETT FLEMING, INC.

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





Gannett Fleming

Excellence Delivered *As Promised*

Date: August 27, 2018

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

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: The Ardrossan Farms Phase 2– Amended Plans
Pohlig at Ardrossan Farms L.P. – Applicant

Date Accepted: September 4, 2018

90 Day Review: December 3, 2018

Gannett Fleming, Inc. has completed a review of the revised land development Plan 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 revise the setbacks for lots 2-1 through 2-9, lot 2-11 and lots 2-13 through 2-19 to conform with §280-97.D of the zoning ordinance.

Amended Phase II – Record Plan

Plans Prepared By: Momenee, Inc.

Dated: 08/02/2018

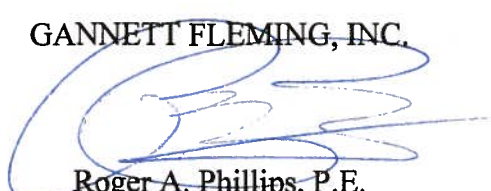
Zoning

1. All setback requirements will be verified at the grading permit review to ensure conformation with the 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



August 10, 2018

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

**RE: Revised Final Plan Ardrossan Farms – Phase 2
Radnor Township, Delaware County**

Our File # 06-012

Dear Steve:

On behalf of ESIII L.P., and Pohlig at Ardrossan Farms LLC, we are submitting an application to amend the record plan for Phase 2 at Ardrossan to correct the setbacks for lots 2-1 through 2-9, lot 2-11 and lots 2-13 through 2-19 to conform with the provisions of section 280-97 d of the zoning ordinance.

Enclosed for review are the following:

- Signed Township Application
- Township Application fee of \$500.
- 19 full size copies of the lot line change plans (8 signed & notarized).
- 7 11x17 copies of the lot line change plans
- 1 USB Thumb Drive containing the following
 - Copy of this letter in PDF Format
 - Plans in PDF format
 - Copies of signed applications in PDF format

Please note that copies of the title report and deed were previously submitted as part of the original application for this project.

I trust that this information will be sufficient in order to be placed on the September Planning Commission schedule for review. Should you have any questions or require any additional information, please let me know.

Very truly yours,
MOMENEE, INC.


David R. Fiorello, P.E.

06012-L20_RT.doc

cc: Edgar Scott III
John C. Snyder Esq.
Todd Pohlig

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

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property: Ardoosan Farm -Phase 2- Building Setback Line Changes

Zoning District AC (DENSITY MODIFICATION) Application No. _____
(Twp. Use)

Fee \$2,500 Ward No. 3 Is property in HARB District NO

Applicant: (Choose one) Owner X Equitable Owner _____

Name POHLIG AT ARDOSSAN FARMS L.P.

Address 247 LANCASTER AVENUE, SUITE 100, MALVERN, PA 19355

Telephone 610-647-4700 Fax _____ Cell _____

Email TPOHLIG@POHLIGBUILDERS.COM

Designer: (Choose one) Engineer X Surveyor _____

Name DAVID R. FIORELLO, P.E. MOMENEE INC.

Address 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010

Telephone 610-527-3030 Fax 610-527-9008

Email DFIORELLO@MOMENEE.COM

Area of property 13.51 ACRES Area of disturbance N/A

Number of proposed buildings N/A Proposed use of property: RESIDENTIAL

Number of proposed lots N/A

Plan Status: Sketch Plan _____ Preliminary _____ Final _____ Revised X

Are there any requirements of Chapter 255 (SALDO) not being adhered to? Explain the reason for noncompliance. _____

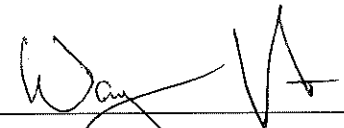
.Variances granted as part of the original subdivision will continue with the revisions.

Are there any infringements of Chapter 280 (Zoning), and if so what and why? _____

The purpose of this plan is to correct the setbacks for lots 2-1 through 2-9, lot 2-11 and lots 2-13 through 2-19 to conform with the provisions of section 280-97 d of the zoning ordinance.

Individual/Corporation/Partnership Name POHLIG AT ARDROSSAN FARMS, LP.

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 WAYNE HELGERTON _____

By filing this application, you are hereby granting permission to Township officials to visit the site for review purposes.

NOTE: All requirements of Chapter 255 (Subdivision of Land) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.



Firm Mailing Book For Accountable Mail

Name and Address of Sender

274 W Lancaster Ave
Malvern, PA 19355

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
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- Insured Mail
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- Priority Mail Express
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- Signature Confirmation
- Signature Confirmation Restricted Delivery

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1.	UNDERCOFLER RANDALL T & ANDREA G 647 MALIN RD newtown sq PARK DONALD JOHN 662 MALIN RD newtown sq MANKIN ERIC R & GOLDSTEIN LISAT 670 MALIN RD newtown sq SUMMIT HILL DEVELOPMENT LLC 319 E CONESTOGA RD wayne YOUNG JERE A & CONSTANCE W 646 MALIN RD newtown square FREEDMAN LARRY A & DANSONE DIANE J 638 MALIN RD newtown square SACKS, STEPHEN E 650 MALIN RD newtown square ANTIK DEWITT HOBART & MEREDITH WALKER 658 MALIN ROAD newtown sq												
2.													
3.													
4.													
5.													
6.													
7.													
8.													



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09/17/2018
US POSTAGE \$003.20
ZIP 19355
011D10651760

Handling Charge - \$0.20

Total Number of Pieces Listed by Sender: 8
Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee)
B. J. K.



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 - Signature Confirmation Restricted Delivery

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Addressee (Name, Street, City, State, & ZIP Code™)

Postage (Extra Service) Fee

Hand Charge

ASR Fee ASRD Fee RD Fee RR Fee SC Fee SCRD Fee SH Fee

1.	KING ROBERT W 667 MALIN RD	newtown sq PA																		
2.	FOX JOSEPH L & CHRISTINA O 820 LAWRENCE LN newtown sq	newtown sq PA																		
3.	LYONS THOMAS L 1 EARLS LA	newtown sq PA																		
4.	RAFFERTY MICHAEL & JULIA 640 MALIN RD	newtown sq PA																		
5.	OSMAN DOUGLAS F & DAWNS 641 MALIN RD	newtown sq PA																		
6.	HASTINGS DAVID C 654 MALIN RD	newtown square PA																		
7.	CHINTHAKUNTLA PRAVEEN & TIRUMALA VAISHNA 655 MALIN RD	newtown square PA																		
8.	REYNOLDS JAMES C & C LYNN 664 MALIN RD	newtown square PA																		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)																	
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Return Receipt
Signature Confirmation
Signature Confirmation Restricted Delivery
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Name and Address of Sender

274 W Lancaster Ave
Malvern, PA 19355

Check type of mail or service

Adult Signature Required
 Adult Signature Restricted Delivery
 Certified Mail
 Certified Mail Restricted Delivery
 Collect on Delivery (COD)
 Insured Mail
 Priority Mail

Priority Mail Express
 Registered Mail
 Return Receipt for Merchandise
 Signature Confirmation
 Signature Confirmation Restricted Delivery

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Postmark with Date of Receipt.

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1. LAU JOHN W
10886 SYMPHONY PARK DR

2. N BETHESDA MD
BLAIR DAVID & JEAN REVOCABLE TRUST
724 CAMPWOODS RD
villanova PA

3. ROSATO FRANCIS E
721 CAMPWOODS RD
villanova PA

4. DEWEY NELSON G & ANNE M
712 CAMPWOODS ROAD
villanova PA

5. MARTIN ALBERT S JR ETUX
709 CAMPWOODS RD
villanova PA

6. YUDIS STEVEN K & CAROL N
700 LARCHWOOD LN
villanova PA

7. MOLCHAN THOMAS M & DIANE A
714 LARCHWOOD LN
villanova PA

8. EISELE MAUREEN A
725 LARCHWOOD LANE
villanova PA

Postage (Extr Service Fee)

Due to Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
	Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling



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BS14

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Name and Address of Sender

274 W Lancaster Ave
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- Check type of mail or service
- Adult Signature Required
 - Priority Mail Express
 - Adult Signature Restricted Delivery
 - Registered Mail
 - Certified Mail
 - Return Receipt for Merchandise
 - Certified Mail Restricted Delivery
 - Signature Confirmation
 - Collect on Delivery (COD)
 - Signature Confirmation Restricted Delivery
 - Insured Mail
 - Priority Mail

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Addressee (Name, Street, City, State, & ZIP Code™)

Postage (Extra Serv Fe

Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

1. ENDERS GREGORY H & CHRISTINE B
709 LARCHWOOD LN
villanova PA

2. OVERBROOK GOLF CLUB
BOX 140
bryn mawr PA

3. SALVUCCI DAVID F & JENNIFER
728 CAMPWOODS RD
villanova PA

4. REGAN RAYMOND F & LORA S
720 CAMPWOODS ROAD
villanova PA

5. BLUMMER DAVID & MICHELLE
717 CAMPWOODS RD
villanova PA

6. DEUSCHLE ROGER A & MARJORIE F
708 CAMPWOODS RD
villanova PA

7. KIM STEVEN R
705 CAMPWOODS RD
villanova PA

8. CARLSON ERIC J & SUSAN D
706 LARCHWOOD LANE
villanova PA

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Total Number of Pieces Received at Post Office: 8

Postmaster: Per (Name of receiving employee): [Signature]

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Handling Office



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Name and Address of Sender

274 W Lancaster Ave
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Check type of mail or service

Adult Signature Required

Priority Mail Express

Adult Signature Restricted Delivery

Registered Mail

Certified Mail

Return Receipt for Merchandise

Certified Mail Restricted Delivery

Signature Confirmation

Collect on Delivery (COD)

Signature Confirmation Restricted Delivery

Insured Mail

Priority Mail

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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	3 sr/f C	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	AITKEN BRADLEY SCOTT & MICHELLE LYNN 820 NEWTOWN RD Villanova PA									
2.	ROLLINGS MICHAEL F & KATHLEEN H 867 LESLEY RD VILLANOVA PA									
3.	BLYNN H REID JR & JANET S 857 LESLEY RD VILLANOVA PA									
4.	CHOI ERIC 130 DRAKES DRUM DR BRYN MAWR, PA									
5.	CIVITELLA M & BARBARA 764 NEWTOWN ROAD Villanova PA									
6.	HANAMIRIAN MARK & DOROTHY 768 NEWTON RD Villanova PA									
7.	BUCK WILLIAM C & LAURA T 247 HOTHORPE LANE Villanova PA									
8.	BUCK LAURA T & WILLIAM 274 HOTHORPE LN Villanova PA									
Total Number of Pieces Listed by Sender: 8		Postmaster, Per (Name of receiving employee): BSLX								





Firm Mailing Book For Accountable Mail

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274 W Lancaster Ave
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- Adult Signature Required
 - Priority Mail Express
 - Adult Signature Restricted Delivery
 - Registered Mail
 - Certified Mail
 - Return Receipt for Merchandise
 - Certified Mail Restricted Delivery
 - Signature Confirmation
 - Collect on Delivery (COD)
 - Signature Confirmation Restricted Delivery
 - Insured Mail
 - Priority Mail

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USPS Tracking/Article Number

Postage (if Stamps)

Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

1. CHETTLE MICHAEL J & KRISTIN J
718 LARCHWOOD LA
villanova PA

2. RASSAS KEVIN W & SUSAN
717 LARCHWOOD LN
villanova PA

3. ACUFF JOHN A
705 LARCHWOOD AVE
villanova PA

4. ACADEMY OF NOTRE DAME DENAMUR
560 SPROUL ROAD
villanova PA

5. SULLIVAN JAMES J & CATHERINE P TR
650 SAW MILL RD
villanova PA

6. HECKMAN THOMAS S & MARY JO ASHENFELTER
1 1/2 EARLES LA
newtown square PA

7. SLACK ANNA C & KIRBY H
2 EARLES LA
newtown square PA

8. CROOP ROBERT S
646 LAKEVIEW CIR
newtown sq PA

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Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Signature Confirmation Restricted Delivery

Insured Mail

Priority Mail

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Addressee (Name, Street, City, State, & ZIP Code™)

Postage (Ext. Serv. Fee)

Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
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1. MULLEN JEFFREY & SUZANNE
681 DARBY PAOLI RD

PA

	Adult Signature Required						
	Adult Signature Restricted Delivery						
	Restricted Delivery						
	Return Receipt						
	Signature Confirmation						
	Signature Confirmation Restricted Delivery						
	Special Handling						

2. villanova

PA

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3. PA

PA

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4. PA

PA

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8. PA

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Total Number of Pieces Listed by Sender

1

Postmaster, Per (Name of receiving employee)

631F

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Check type of mail or service

Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Signature Confirmation Restricted Delivery

Insured Mail

Priority Mail

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Addressee (Name, Street, City, State, & ZIP Code™)

Postage (Extra Service) Fee

Handling Charge

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	SR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	PETERSON PAULLA A 262 HOTHORPE LA Villanova PA									
2.	CAVANAUGH JAMES H & ESTER M 265 HOTHORPE LA VILLANOVA PA									
3.	LOVETT, JAMES W 280 ABRAHAMMS LA VILLANOVA PA									
4.	SEMERJIAN GEORGE 2215 HORSESHOE TRAIL chester springs PA									
5.	MCDEVITT WADE L & WENDY 255 ABRAHAMMS LA Villanova PA									
6.	ZABRANSKY VACLAV P & ANNA P 742 NEWTON ROAD Villanova PA									
7.	KOFFLER JONATHAN 720 NEWTOWN RD Villanova PA									
8.	LAVIN ADONIA Z & GRIMES MICHELE Z 718 KNOX RD Villanova PA									
Total Number of Pieces Listed by Sender: 8		Total Number of Pieces Received at Post Office: 8		Postmaster Per (Name of receiving employee): [Signature]						

Handling Charge - if Registered and over \$500 value



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Restricted Delivery
Return Receipt
Signature Confirmation
Signature Confirmation Restricted Delivery
Special Handling



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- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

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Postmark



Addressee (Name, Street, City, State, & ZIP Code™)

TROSSET SCOTT A & KAREN L
501 ATTERBURY RD

Postage (Extra Service Fee)

Hasler 09/17/2018
US POSTAGE \$003.20⁰⁰
ZIP 19355
011D10651760



USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service Fee)	Due Under # COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	Villanova PA AMBROSIO SALVATORE F & SUZANN 512 ATTERBURY RD VILLANOVA PA									
2.	Villanova PA PRICE BRIAN & COLLEEN 536 ATTERBURY RD Villanova PA									
3.	Villanova PA RILEY OWEN G III 524 ATTERBURY RD VILLANOVA PA									
4.	Villanova PA MCGINLEY EDWARD F 741 NEWTOWN RD Villanova PA									
5.	Villanova PA ELITZKY C/O NATHAN M ELITZKY 538 CAMPWOODS CIRCLE Villanova PA									
6.	Villanova PA AVART HERBERT N & HELENE B 537 ATTERBURY RD Villanova PA									
7.	Villanova PA QUIGLEY JARROD R & KATHARINE 525 ATTERBURY RD Villanova PA									
8.	Villanova PA Postmaster: Per (Name of receiving employee)									

Handling Charge - if Post...

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Complete in Ink

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 - Certified Mail Restricted Delivery
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 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
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Postmark with Date of Receipt: SEP 17 2018



USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage (Extra Service) Fee

Han Ch

ASR Fee ASRD Fee RD Fee RR Fee SC Fee SCRD Fee SH Fee

1. DAVIES NIGEL
754 NEWTOWN RD
Villanova PA

2. COONEY GERALD W & PATRICIA A
500 ATTERBURY RD
VILLANOVA PA

3. KELLY JOHN J & ANITA GALLAGHER
406 INVERARAY RD
VILLANOVA PA

4. SWEET JAMES M & JOYCE A
412 INVERARAY RD
VILLANOVA PA

5. PAPA CHRISTOPHER J & ELISA M
401 INVERARAY RD
VILLANOVA PA

6. BEGG EDWARD A & MELISSA A
461 DARBY PAOLI RD
Villanova PA

7. VEALE TINKHAM III & LOIS B
902 NEWTOWN RD
Villanova PA

8. BURKHART CHARLES & PATRICIA
819 CHURCH RD
Villanova PA

Postmaster, Per (Name of receiving employee)

Total Number of Pieces Listed by Sender: 8
Total Number of Pieces Received at Post Office: 8

Complete in Ink

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ASR	ASRD	RD	RR	SC	SCRD	SH
Fee	Fee	Fee	Fee	Fee	Fee	Fee
Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling



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 - Signature Confirmation Restricted Delivery

Affix Stamp Here
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Postmark with Date of Receipt.



USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage

(Extra Service) Fee

Handling Charge

Actual Value

Insured

Due

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

1. GRIMES KAREN H & JOSEPH P JR
753 HARRISON RD
Villanova PA

2. LICHTENWALNER CHARLES A & MEGAN K
25 MATLACK LANE
VILLANOVA PA

3. MCNAMARA WILLIAM B
719 NEWTOWN ROAD
VILLANOVA PA

4. DAILY DANIEL J & SUSAN M
724 KNOX ROAD
Villanova PA

5. GOLDSTEIN DARA TYE
731 NEWTOWN RD
Villanova PA

6. STEWART ANN M
504 ATTERBURY RD
Villanova PA

7. HERBERT SCOTT H & MICHELLE C
516 ATTERBURY RD
Villanova PA

8. LO BONNIE
528 ATTERBURY RD
Villanova PA

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee)

Handling Charge - if Registered and over \$50,000 in value



Hasler
09/17/2018
US POSTAGE \$003.20⁰⁰
ZIP 19355
011D10651760

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling

Complete in Ink

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Firm Mailing Book For Accountable Mail

274 W Lancaster Ave
Malvern, PA 19355

Name and Address of Sender

Check type of mail or service

Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Signature Confirmation Restricted Delivery

Insured Mail Priority Mail

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Postmark with Date of Receipt.)



USPS Tracking/Article Number

Postage (Extra Service) Fee

ie	ASR	ASRD	R	SCRD	SH
er	Fee	Fee	Fee	Fee	Fee
JD					

1. ETEMAD BABAK & MANDANA
540 ATTERBURY RD
Villanova PA

2. SNYDER JOHN AVERY
452 INVERARY RD
VILLANOVA PA

3. FINLEY JOHN J IV & NANSTEEL JENNIFER LEE
534 CAMPWOODS CIR
VILLANOVA PA

4. VILLANOVA
BRETHWAITE SANDRA A
533 ATTERBURY RD
Villanova PA

5. LEDERMAN MARC R & JENNIFER L
521 ATTERBURY RD
Villanova PA

6. VILLANOVA
GEISE RICHARD W & DEBORAH
725 KNOX RD
Villanova PA

7. VILLANOVA
ROUSE WILLIAM P & ELIUSE
507 ATTERBURY RD
Villanova PA

8. VILLANOVA
MARGOLIS MICHAEL & PATRICIA
508 ATTERBURY RD
Villanova PA

Total Number of Pieces Listed by Sender 8

Total Number of Pieces Received at Post Office 8

Postmaster, Per (Name of receiving employee)

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09/17/2018
US POSTAGE \$003.20

ZIP 19355
011D10651760

Adult Signature Required					
Adult Signature Restricted Delivery					
Restricted Delivery					
Return Receipt					
Signature Confirmation					
Signature Confirmation Restricted Delivery					
Special Handling					



Firm Mailing Book For Accountable Mail

Name and Address of Sender

274 W Lancaster Ave
Malvern, PA 19355

Check type of mail or service

Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Insured Mail Signature Confirmation Restricted Delivery

Insured Mail Priority Mail

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Postage (Extra Service) Fee

Handling Charge

Actual Value

Insured

Due

ASR

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

1.

RORER GERALD B ETUX
761 NEWTOWN RD
Villanova PA

Villanova PA

CER CONCORD SCOTT LLC C/O TYLER T/A TRESS H
P O BOX 40062 TAX UNIT
JACKSONVILLE FL

JACKSONVILLE FL

MONTGOMERY R ALEXANDER
PO BOX 40062 ATT JOA GUTHRIE
JACKSONVILLE FL

JACKSONVILLE FL

CLANCY EDWARD P & SARAN
749 CAMPWOODS ROAD
Villanova PA

Villanova PA

MOLDOVSKY GREGORY & SOPHIA
740 CAMP WOODS RD
Villanova PA

Villanova PA

MCCLOSKEY BRIAN T & MARIA DELLA
737 CAMPWOODS RD
Villanova PA

Villanova PA

SIMON LYNNE S
732 CAMP WOODS RD
Villanova PA

Villanova PA

RUSSELL W RANDALL & DIANE M
729 CAMP WOODS RD
Villanova PA

Villanova PA

villanova PA

villanova PA

Postmaster, Per (Name of receiving employee)

villanova PA

villanova PA

Postmaster, Per (Name of receiving employee)

villanova PA

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

PS Form 3877, January 2017 (Page 1 of 2)

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PSN 7530-02-000-9098



Hasler 09/17/2018
US POSTAGE \$003.20⁰⁰
ZIP 19355 011D10651760

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling



Firm Mailing Book For Accountable Mail

Name and Address of Sender

274 W Lancaster Ave
Malvern, PA 19355

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt.

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage (Extra Service) Fee

Handling Charge

Ac if T

ASRD Fee
RD Fee
RR Fee
SC Fee
SCRD Fee
SH Fee

1.

PARSONS CHARLES N & MARY M
725 CAMPWOODS RD
Villanova PA

2.

HIXON KRISTA
716 CAMPWOODS ROAD
Villanova PA

3.

JOHNSON JOHN & EILEEN M
713 CAMPWOODS RD
Villanova PA

4.

RAFI FAWAD
701 CAMPWOODS RD
Villanova PA

5.

SHAW RICHARD J & SHAW JANE D
710 LARCHWOOD RD
Villanova PA

6.

VON CZOERNIG FREDERICK H & JILL S
722 LARCHWOOD LANE
Villanova PA

7.

JAVA DOMINGO J & GALVEZ MARIETAL
713 LARCHWOOD LN
Villanova PA

8.

COOK ASHLEY B & FITZGERALD MARK P
701 LARCHWOOD LANE
Villanova PA

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee)

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Hasler
09/17/2018
US POSTAGE \$003.20



ZIP 19355
011D10651760



Registered and over \$50000 in value

Adult Signature Restricted Delivery
Restricted Delivery
Return Receipt
Signature Confirmation
Signature Confirmation Restricted Delivery
Special Handling



Firm Mailing Book For Accountable Mail

Name and Address of Sender

274 W Lancaster Ave
Malvern, PA 19355

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt



USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if Fee	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
		Handling Charge - if Registered and over \$50,000 in value										

1. WILLIAMS GERALD & ROBIN
859 LESLEY ROAD
Villanova PA

2. FRAZIER JOHN W IV & GRACE B
761 HARRISON ROAD
VILLANOVA PA

3. CLARKE JAMES J & MARGARET Z
760 NEWTOWN RD
VILLANOVA PA

4. LARSEN KIRK H
770 NEWTOWN RD
VILLANOVA PA

5. ANTHONY MARLENE A
408 INVERARAY RD
Villanova PA

6. TAGUE ANGELA C & VINCE JSR
414 INVERARAY RD
Villanova PA

7. WHITE MEGAN BRENNAN
400 INVERARAY RD
Villanova PA

8. MARUCCI GEORGE E JR & BOGLE MARUCCI SANDY
904 NEWTOWN RD
Villanova PA

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee): [Signature]

PS Form 3877, January 2017 (Page 1 of 2)

Complete in Ink

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Hasler
09/17/2018
US POSTAGE \$003.20⁰⁰
ZIP 19355
011D10651760

Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling



Firm Mailing Book For Accountable Mail

Name and Address of Sender

274 W Lancaster Ave
Malvern, PA 19355

Check type of mail or service

Adult Signature Required

Adult Signature Restricted Delivery

Certified Mail

Certified Mail Restricted Delivery

Collect on Delivery (COD)

Insured Mail

Priority Mail

Priority Mail Express

Registered Mail

Return Receipt for Merchandise

Signature Confirmation

Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt),
Postmark with Date of Receipt.



USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage

(Extra Service) Fee

Handling Charge

Actual Value

Insured

Rate

ASR

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

1. NEIMAN TIFFANY N & MICHAEL L
513 ATTERBURY RD
Villanova PA

2. SHEVADE VIKAS A & SHEVADE AARTI L
516 WATCH HILL RD
VILLANOVA PA

3. COBB JAMES L & PHYLLIS RAY D
545 ATTERBURY DR
VILLANOVA PA

4. ROBINSON ARTHUR
538 SPROUL RD
Villanova PA

5. BENJAMIN STEVEN & MARISA
524 WATCH HILL RD
Villanova PA

6. RORER GERALD
761 NEWTOWN ROAD
Villanova PA

7. HOPSON MICHAEL
756 CAMPWOODS RD
Villanova PA

8. ARDROSSAN ESTATES TRUST W/MELLON BANK
P O BOX 265
Villanova PA

Handling Charge - if Registered and over \$50,000 in value



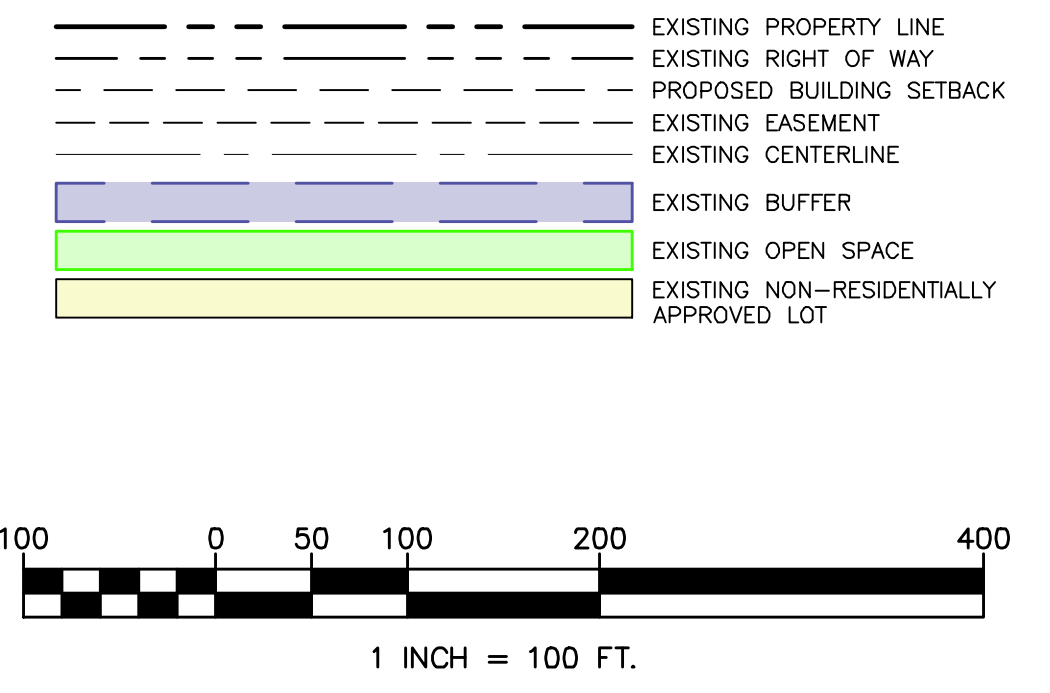
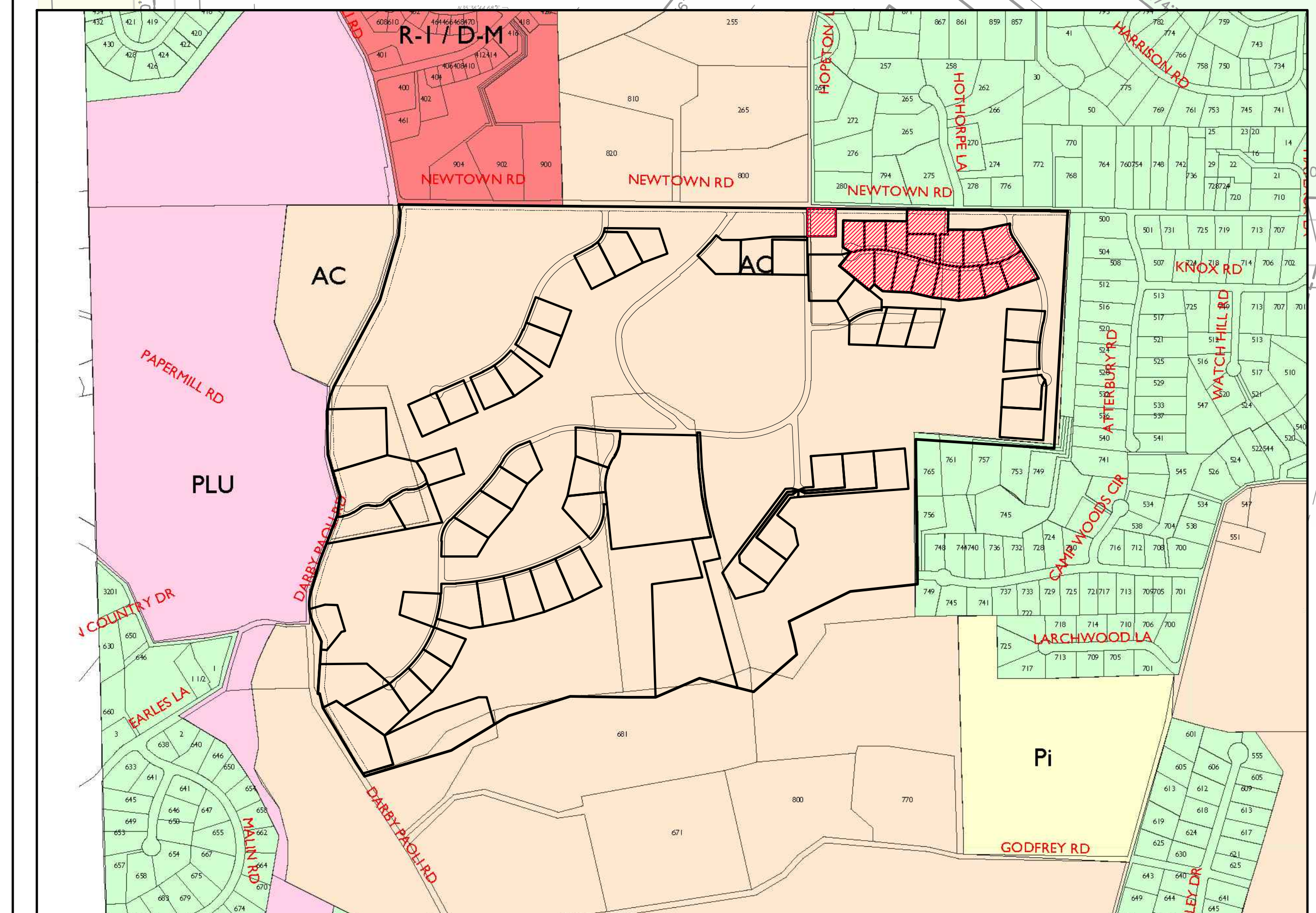
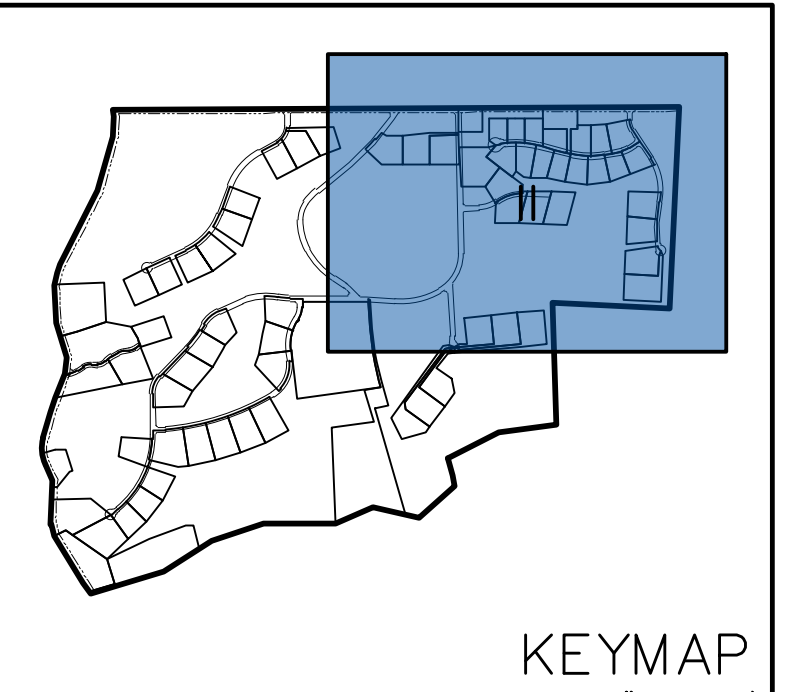
Hasler
09/17/2018
US POSTAGE \$003.20
ZIP 19355
011D10651760

ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling

Total Number of Pieces Listed by Sender: 8

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Postmaster Per (Name of receiving employee)



ZONING REGULATIONS:
 NOTE: THIS SITE IS BEING DEVELOPED UNDER THE DENSITY MODIFICATION REGULATIONS PERMITTED UNDER ARTICLE XXV OF THE RADNOR TOWNSHIP ZONING CODE. BASE ZONING IS AC (AGRICULTURAL-CONSERVATION) DISTRICT

MINIMUM TRACT AREA:	20 AC
PERMETER BUILDING SETBACK:	75 FT FROM RIGHT OF WAY
FRONT YARD:	50 FT FROM ADJACENT PROPERTY
SIDE YARD:	35 FT FROM OUTSIDE EDGE OF CURB
REAR YARD:	40 FEET BETWEEN BUILDINGS
	30 FT

GENERAL NOTES

- THE PURPOSE OF THIS PLAN IS TO CORRECT THE SET BACKS FOR LOTS 2-1 THROUGH 2-9, LOT 2-11 AND LOTS 2-13 THROUGH 2-19 TO CONFORM WITH THE PROVISIONS OF SECTION 280-97 D OF THE RADNOR TOWNSHIP ZONING ORDINANCE.
- LOT 2-19 WAS SUBMITTED TO THE DECLARATION OF ADDRESSAN FARMS, A PLANNED COMMUNITY (DECLARATION), PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA.C.S.A. SECTION 5101 ET SEQ., AS AMENDED, BY SUPPLEMENTAL DECLARATION NO. 1 TO THE DECLARATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR DELAWARE COUNTY, PA ON MARCH 30, 2015, AND LOTS 2-1, 2-2, 2-3, 2-4, 2-5, 2-6, 2-7, 2-8, 2-9, 2-11, 2-13, 2-14, 2-15, 2-16, 2-17 AND 2-18 WERE SUBMITTED TO THE DECLARATION OF ADDRESSAN FARMS, A PLANNED COMMUNITY (DECLARATION), PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA.C.S.A. SECTION 5101 ET SEQ., AS AMENDED, BY SUPPLEMENTAL DECLARATION NO. 6 TO THE DECLARATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR DELAWARE COUNTY, PA ON MARCH 20, 2018.
- SECTION 280-97 D OF THE RADNOR TOWNSHIP ZONING ORDINANCE PROVIDES IN THE AC ZONING DISTRICT FOR A DENSITY MODIFICATION DEVELOPMENT THAT "IF A TRACT IS DEVELOPED AND OPERATED UNDER THE UNIT PROPERTY ACT OF PENNSYLVANIA OR UNDER ANY SIMILAR FORM OF DEVELOPMENT AND OPERATION, THE MINIMUM SIDE YARD DISTANCES BETWEEN DWELLINGS OR GROUPS OF TOWNHOUSES, IN LIEU OF THE (TWENTY FIVE FOOT) YARD REQUIREMENTS, SHALL BE 40 FEET... THE MINIMUM SIDE YARD DISTANCE BETWEEN DWELLINGS ON LOTS 2-1 THROUGH 2-9, LOT 2-11 AND LOTS 2-13 THROUGH 2-19 SHALL BE 40 FEET AS PROVIDED IN SECTION 280-97 D.

STATE OF PENNSYLVANIA
 COUNTY OF DELAWARE SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE EQUITABLE OWNER OF THE PROPERTY SHOWN ON THIS PLAN AND THE SUBDIVISION PLAN THEREOF WAS MADE AT HIS DIRECTION AND THAT HE ACKNOWLEDGES THE SAME TO BE HIS ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.

 (SIGNATURE)

 NOTARY PUBLIC OR OTHER OFFICER

MY COMMISSION EXPIRES: _____

AMMENDED PHASE II RECORD PLAN		FILE NO.:	06-012
MIMOMENEE, INC. a Karins Company ENGINEERING PLANNING SURVEYING			
RECORD PLAN			
THE ADDRESSAN FARM			
RADNOR TOWNSHIP • DELAWARE COUNTY • PENNSYLVANIA			
ONE-CALL:	203-0820	APPLICANT:	POHLIG AT ADDRESSAN FARMS, LP
DRAWN BY:	TED	DATE:	247 LANCASTER AVE., SUITE 100 MALVERN, PA 19355
CHECKED BY:	DRF	SHEET:	1 of 1
		SCALE:	1" = 100'

CONSENT: MIMOMENEE AND ASSOCIATES, INC. CONSULTING ENGINEERS, EXPRESSLY ACCEPTS THE COMMON LAW COPYRIGHT AND ALL OTHER PROTECTIVE RIGHTS IN THIS PLAN. THIS PLAN IS THE PROPERTY OF MIMOMENEE AND ASSOCIATES, INC. AND SHALL REMAIN THE PROPERTY OF MIMOMENEE AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT. MIMOMENEE AND ASSOCIATES, INC. SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS PLAN AND ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. MIMOMENEE AND ASSOCIATES, INC. SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS PLAN AND ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**RESOLUTION NO. 2018-125
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE LOT LINE CHANGE FOR
PHASE 3 OF THE ARDROSSAN FARMS SUBDIVISION LOCATED
ALONG NEWTOWN ROAD**

WHEREAS, the Board of Commissioners approved final plans of subdivision prepared by Momenee & Associates, Inc., September 5, 2014 pursuant to Resolution No. 2014-104 on November 10, 2014 (“Plan”); and

WHEREAS, the foregoing approved Plan proposed development of the Ardrossan Farm in Phases; and

WHEREAS, the Board previously approved a lot line change for Phase 4 pursuant to Resolution No. 2018-54; and

WHEREAS, E.S. III, LP, (“Applicant”) has submitted a new revised lot line plan for Phase 3 which has been reviewed by both the Township Planning Commission and the Delaware County Planning Commission.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby approve the Phase 3 lot line change plan for the Ardrossan Farm as shown on a set of plans prepared by Momenee & Associates, Inc., dated August 30, 2018, subject to the following conditions:

1. Compliance with the Gannett Fleming review letter dated September 24, 2018, a copy of which is attached hereto as *Exhibit “A”*.
2. Compliance with all other applicable Township, County, State and Federal Rules, Regulations, Ordinances and Statutes.
3. Compliance with the final plan approval Resolution No. 2014-104 as modified by this Resolution.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 12th day of November, 2018.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____



Excellence Delivered As Promised

Date: September 24, 2018

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

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

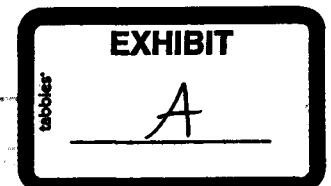
RE: The Ardrossan Farms Phase 3– Lot Line Change
ESIII L.P. – Applicant

Date Accepted: September 4, 2018
90 Day Review: December 3, 2018

Gannett Fleming, Inc. has completed a review of the revised land development Plan 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 reconfigure lots lines for Phase 3. The changes involve only lot reconfiguration. There are no changes to roadways, sanitary or storm sewers and no changes from the originally approved land development plans or stormwater management systems are proposed. The table below indicated the proposed changes to the lots:

Lot	Exisitng Area	Proposed Area
3-2	50,000 SF (1.148 AC)	90,915 SF (2.087 AC)
3-3	50,000 SF (1.148 AC)	60,022 SF (1.378 AC)
2-4	50,000 SF (1.148 AC)	50,000 SF (1.148 AC)
3-5	50,000 SF (1.148 AC)	50,000 SF (1.148 AC)
3-6	54,976 SF (1.262 AC)	54,976 SF (1.262 AC)
3-7	101,403 SF (2.328 AC)	87,375 SF (2.006 AC)
3-8	59,831 SF (1.374 AC)	87,449 SF (2.008 AC)
3-9	62,674 SF (1.439 AC)	87,768 SF (2.015 AC)
3-10	108,653 SF (2.494 AC)	87,819 SF (2.016 AC)
3-11	105,444 SF (2.421 AC)	87,595 SF (2.011 AC)
NRA-17	50,938 SF (1.169 AC)	-
Total Lot Area	743,919 SF (17.078 AC)	743,919 SF (17.078 AC)



Gannett Fleming

Steve Norcini, Township Engineer
Ardrossan Phase 3
September 24, 2018

Lot Line Change Phase 3 – Record Plan

Plans Prepared By: Momenee, Inc.

Dated: 08/30/2018

Zoning

1. All zoning requirements will be verified at the grading permit review to ensure conformation with the 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





Excellence Delivered *As Promised*

Date: October 3, 2018

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

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
John Rice, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: The Ardrossan Farms Phase 3– Lot Line Change
ESIII L.P. – Applicant

Date Accepted: September 4, 2018
90 Day Review: December 3, 2018

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Lot Line Change Phase 3 – Record Plan

Plans Prepared By: Momenee, Inc.

Dated: 08/30/2018

Zoning

1. All zoning requirements will be verified at the grading permit review to ensure conformation with the requirements.

The applicant appeared before the Planning Commission on October 1, 2018. The Planning Commission recommended approval of the plan.

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

Very truly yours,

GANNETT FLEMING, INC.



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



Excellence Delivered As Promised

Date: September 24, 2018

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

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

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Total Lot Area	743,919 SF (17.078 AC)	743,919 SF (17.078 AC)



Lot Line Change Phase 3 – Record Plan

Plans Prepared By: Momenee, Inc.

Dated: 08/30/2018


Zoning

1. All zoning requirements will be verified at the grading permit review to ensure conformation with the 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



DELAWARE COUNTY PLANNING COMMISSION

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

COUNCIL

JOHN P. McBLAIN
CHAIRMAN

COLLEEN P. MORRONE
VICE CHAIRMAN

MICHAEL F. CULP
KEVIN M. MADDEN
BRIAN P. ZIDEK

Office Location: Toal Building, 2nd & Orange Sts., Media, PA 19063
Phone: (610) 891-5200 FAX: (610) 891-5203
E-mail: planning_department@co.delaware.pa.us

LINDA F. HILL
DIRECTOR

October 18, 2018

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

RE: Name of Dev't: Ardrossan Farm - Lot Reconfiguration
DCPD File No.: 34-4143-97-99-00-05-14-15-16-17-18
Developer: ESIII LP c/o Mr. Edgar Scott III
Location: Southeast of the intersection of Newtown
and Darby/Paoli Roads
Recv'd in DCPD: March 29, 2018

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the
Pennsylvania Municipalities Planning Code, the above described
proposal has been sent to the Delaware County Planning Commission
for review. At a meeting held on October 18, 2018, the Commission
took action as shown in the recommendation of the attached review.

Please refer to the DCPD file number shown above in any future
communications related to this application.

Very truly yours,

[Handwritten signature of Linda F. Hill]

Linda F. Hill
Director

cc: ESIII LP c/o Mr. Edgar Scott III
Momenee and Associates, Inc.



DCPD

DELAWARE COUNTY PLANNING DEPARTMENT

1055 E. Baltimore Pike
Media, PA 19063
Phone: (610) 891-5200
Email: planning_department@co.delaware.pa.us

Date: October 18, 2018
File No.: 34-4143-97-99-00-05-14-15-16-17-18

PLAN TITLE: Ardrossan Farm - Lot
Reconfiguration

DATE OF PLAN: August 30, 2018

OWNER OR AGENT: ESIII LP c/o Mr. Edgar Scott III

LOCATION: Southeast of the intersection of
Newtown and Darby/Paoli Roads

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Subdivision and land development

ZONING DISTRICT: AC Agricultural Conservation

SUBDIVISION ORDINANCE: Local

PROPOSAL: Subdivision: Adjust lot lines of ten
existing residential parcels

Land development: Construct ten new
residential dwellings

UTILITIES: Public

RECOMMENDATIONS: Subdivision: Approval

Land development: Approval

STAFF REVIEW BY: Michael A. Leventry



Date: October 18, 2018
File No.: 34-4143-97-99-00-05-14-15-16-17-18

REMARKS:

PREVIOUS ACTION

A plan for the site was last reviewed by the Delaware County Planning Commission at its meeting on April 19, 2018, as a subdivision plan. The applicant proposed to adjust lot lines of multiple parcels and create two new parcels. The Planning Commission recommended approval.

CURRENT PROPOSAL

The applicant currently proposes to adjust lot lines of ten existing parcels, which are to be developed with single-family dwellings.

SITE CHARACTERISTICS

The site lies within the Ardrossan Farm subdivision, which is a combination of single-family parcels and preserved open space.

APPLICABLE ZONING

The proposal is located within the AC Agricultural Conservation district and is subject to applicable regulations set forth in the Township's zoning code.

COMPLIANCE

The proposal appears to comply with the AC Agricultural Conservation district provisions.

Date: October 18, 2018
File No.: 34-4143-97-99-00-05-14-15-16-17-18

REMARKS (continued):

ENVIRONMENTAL

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

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

STORMWATER MANAGEMENT

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

RECORDING

In accordance with Section 513(a) of the Pennsylvania Municipalities Planning Code (MPC), final plans must be recorded within ninety (90) days of municipal approval.

August 31, 2018

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

**RE: Lot Line Change/Subdivision Plans
Ardrossan Farms – Various Lots
Radnor Township, Delaware County**

Our File # 06-012

Dear Steve:

On behalf of ESIII L.P., we are submitting an application for a revision to the recently approved lot line change for the Phase 3 portion of Ardrossan Farm. As you will recall, with the last change, all lots were increased in size to have a minimum area of at least 50,000 each. NRA-15 and 16 were eliminated and a new lot 3-11 was added.

The changes proposed at this time include the following:

- The areas of Lots 3-7 thru 3-11 have been reconfigured to provide at least 2-acres for each. The changes involved the adjustment of lines between each of the lots with no reconfiguration to the open space.
- Lots 3-4 and 3-5 were shifted to the west by 30-feet. Doing so increased the width of the open space between lots 3-5 and 3-6 from 20-feet to 50-feet and reduced the width of the open space between lots 3-3 and 3-4 from 50-feet to 20-feet. The total area of these lots remained the same, so there is no change to the amount of open space.
- The lot line between lots 3-2 and 3-3 was shifted to the west to increase the area of lot 3-3 to over 60,000 SF.
- NRA-17 was eliminated and made part of lot 3-2 thus increasing the size of this lot.

The attached plans reflect the changes being proposed from the previously approved plans. The changes involve lot reconfiguration only. There are no changes to roadways, sanitary or storm sewers and no changes from the original approved land development plans or stormwater management systems. There is no change to the area of open space being provided.

Enclosed for review are the following:

- Signed Township Application
- Act 247 Review Form

- 19 full size copies of the lot line change plans.
- 7 11x17 copies of the lot line change plans
- 10 USB Thumb Drives containing the following
 - Copy of this letter in PDF Format
 - Plans in PDF format
 - Copies of signed applications in PDF format

Township Application fee of \$500 based on the requirements for a plan revision, and Act 247 Review fee of \$250.00 will be submitted by Mr. Scott under separate cover.

Please note that copies of the title report and deed were previously submitted as part of the original application for this project.

I trust that this information will be sufficient in order to be placed on the October Planning Commission schedule for review. Should you have any questions or require any additional information, please let me know.

Very truly yours,
MOMENEE, INC.

A handwritten signature in black ink, appearing to read "David R. Fiorello". The signature is written in a cursive style with a large, looping initial "D".

David R. Fiorello, P.E.

06012-L23_RT

cc: Edgar Scott III
John C. Snyder Esq.

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 ESIII LP ATTN: MR. EDGAR SCOTT III E-mail CCRSCOTT@HOTMAIL.COM

Address 107 TWADDELL MILL ROAD, WILMINGTON, DE Phone 610-246-6666

Name of Development ARDROSSAN FARM

Municipality RADNOR TOWNSHIP

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm MOMENEE INC Phone 610-527-3030

Address 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010

Contact DAVID R. FIORELLO, P.E. E-mail DFIORELLO@MOMENEE.COM

Type of Review	Plan Status	Utilities		Environmental Characteristics
		Existing	Proposed	
<input type="checkbox"/> Zoning Change	<input type="checkbox"/> Sketch	<input checked="" type="checkbox"/> Public Sewerage	<input checked="" type="checkbox"/> Public Sewerage	
<input checked="" type="checkbox"/> Land Development	<input type="checkbox"/> Preliminary	<input checked="" type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input checked="" type="checkbox"/> Wetlands
<input checked="" type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Floodplain
<input type="checkbox"/> PRD	<input type="checkbox"/> Tentative	<input checked="" type="checkbox"/> Private Water	<input type="checkbox"/> Private Water	<input checked="" type="checkbox"/> Steep Slopes

Zoning District AC

Tax Map # 36 / 36 / 008

Tax Folio # 36 / 04 / 02464 / 00

STATEMENT OF INTENT
WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

RECONFIGURE THE PREVIOUSLY APPROVED LOTS IN THE PHASE 3 SECTIONS OF THE ARDROSSAN FARM SUBDIVISION TO ADJUST LOT AREAS.

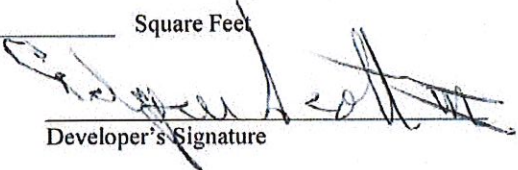
NO NEW LOTS ARE BEING CREATED AS THIS IS JUST A RECONFIGURATION OF THE EXISTING LOTS IN THIS PHASE. EXISTING RESIDENTIAL

STRUCTURES ARE TO BE MAINTAINED AS PART OF THE LOTS. NEW HOMES WILL BE BUILT ON THE RESIDENTIALLY APPROVED LOTS.

Total Site Area 17.1 Acres
Size of All Existing Buildings N/A Square Feet
Size of All Proposed Buildings 90,000 +/- Square Feet
Size of Buildings to be Demolished 0+/- Square Feet

EDGAR SCOTT III

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.

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

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property: Ardrossan Farm: Phase 3 Lot Line Revisions

Zoning District AC (DENSITY MODIFICATION) Application No. _____
(Twp. Use)

Fee \$ 500 Ward No. 3 Is property in HARB District NO

Applicant: (Choose one) Owner _____ Equitable Owner X

Name ESIII L.P.

Address 107 TWADDELL MILL ROAD, WILMINGTON, DE 19807

Telephone 610-246-6666 Fax _____ Cell _____

Email CCRSCOTT@HOTMAIL.COM

Designer: (Choose one) Engineer X Surveyor _____

Name DAVID R. FIORELLO, P.E. MOMENEE INC.

Address 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010

Telephone 610-527-3030 Fax 610-527-9008

Email DFIORELLO@MOMENEE.COM

Area of property 17.1 ACRES Area of disturbance N/A

Number of proposed buildings N/A Proposed use of property: RESIDENTIAL

Number of proposed lots: LOT LINE REVISION OF 9 LOTS NO ADDITIONAL LOTS

Plan Status: Sketch Plan _____ Preliminary _____ Final X Revised _____

Are there any requirements of Chapter 255 (SALDO) not being adhered to? Explain the reason for noncompliance. _____

.Variances granted as part of the original subdivision will continue with the proposed lot revisions.

Are there any infringements of Chapter 280 (Zoning), and if so what and why? _____

CONDITIONAL USE APPROVAL WAS GRANTED ON JANUARY 6, 2014 TO PERMIT DEVELOPMENT OF THE PARCEL UNDER THE DENSITY MODIFICATION PROVISIONS OF THE TOWNSHIP ZONING CODE

Individual/Corporation/Partnership Name ESIII LP

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 EDGAR SCOTT III

By filing this application, you are hereby granting permission to Township officials to visit the site for review purposes.

NOTE: All requirements of Chapter 255 (Subdivision of Land) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.

Name and Address of Sender

RANOR Township
301 Ives Avenue
Wayne, PA 19087

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Postage

Fee

1.

SIMON LYNNE S
732 CAMP WOODS RD
VILLANOVA, PA 19085

.47

.40

2.

RUSSELL W RANDALL & DIANE M
729 CAMP WOODS RD
VILLANOVA, PA 19085

3.

PARSONS CHARLES N & MARY M
725 CAMPWOODS RD
VILLANOVA, PA 19085

4.

HIXON KRISTA
716 CAMPWOODS ROAD
VILLANOVA, PA 19085

5.

JOHNSON JOHN & EILEEN M
713 CAMPWOODS RD
VILLANOVA, PA 19085

6.

RAFI FAWAD
701 CAMPWOODS RD
VILLANOVA, PA 19085

7.

SHAW RICHARD J & SHAW JANE D
710 LARCHWOOD RD
VILLANOVA, PA 19085

8.

VON CZOERNIG FREDERICK H & JILL S
722 LARCHWOOD LANE
VILLANOVA, PA 19085

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Total Number of Pieces Received at Post Office

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SOUTHEASTERN, PA
SEP 13 1999
AMOUNT
\$16.00
R2305K136938-20



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			Delivery Confirmation	Signature Confirmation	Special Handling	Restricted Delivery	Return Receipt



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1.	JAVA DOMINGO J & GALVEZ MARIETTA L 713 LARCHWOOD LN VILLANOVA, PA 19085	.47	.40									
2.	COOK ASHLEY B & FITZGERALD MARK P 701 LARCHWOOD LANE VILLANOVA, PA 19085											
3.	LAU JOHN W 10886 SYMPHONY PARK DR N BETHESDA, MD 20852											
4.	BLAIR DAVID & JEAN REVOCABLE TRUST 724 CAMPWOODS RD VILLANOVA, PA 19085											
5.	ROSATO FRANCIS E 721 CAMPWOODS RD VILLANOVA, PA 19085											
6.	DEWEY NELSON G & ANNE M 712 CAMPWOODS ROAD VILLANOVA, PA 19085											
7.	MARTIN ALBERT S JR ETUX 709 CAMPWOODS RD VILLANOVA, PA 19085											
8.	YUDIS STEVEN K & CAROL N 700 LARCHWOOD LN VILLANOVA, PA 19085											



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1.	MOLCHAN THOMAS M & DIANE A 714 LARCHWOOD LN VILLANOVA, PA 19085 EISELE MAUREEN A 725 LARCHWOOD LANE VILLANOVA, PA 19085	.47	.40									
2.	ENDERS GREGORY H & CHRISTINE B 709 LARCHWOOD LN VILLANOVA, PA 19085 OVERBROOK GOLF CLUB BOX 140 BRYN MAWR, PA 19010											
3.	SALVUCCI DAVID F & JENNIFER 728 CAMPWOODS RD VILLANOVA, PA 19085											
4.	REGAN RAYMOND F & LORA S 720 CAMPWOODS ROAD VILLANOVA, PA 19085											
5.	BLUMMER DAVID & MICHELLE 717 CAMPWOODS RD VILLANOVA, PA 19085											
6.	DEUSCHLE ROGER A & MARJORIE F 708 CAMPWOODS RD VILLANOVA, PA 19085											
7.												
8.												

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1.	SLACK ANNA C & KIRBY H 2 EARLES LA NEWTOWN SQ, PA 19073 CROOP ROBERT S 646 LAKEVIEW CIR NEWTOWN SQ, PA 19073 UNDERCOFLER RANDALL T & ANDREA G	.47	.40									
2.	647 MALIN RD NEWTOWN SQUARE, PA 19073 PARK DONALD JOHN 662 MALIN RD NEWTOWN SQUARE, PA 19073 MANKIN ERIC R & GOLDSTEIN LISA I 670 MALIN RD NEWTOWN SQ, PA 19073											
3.	SUMMIT HILL DEVELOPMENT LLC 319 E CONESTOGA RD WAYNE, PA 19087 YOUNG JERE A & CONSTANCE W 646 MALIN RD NEWTOWN SQUARE, PA 19073 FREEDMAN LARRY A & DANSONE DIANE J 638 MALIN RD NEWTOWN SQUARE, PA 19073							Delivery Confirmation	Signature Confirmation	Special Handling	Restricted Delivery	Return Receipt
4.												
5.												
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1.	KIM STEVEN R 705 CAMPWOODS RD VILLANOVA, PA 19085	.47	.40									
2.	CARLSON ERIC J & SUSAN D 706 LARCHWOOD LANE VILLANOVA, PA 19085											
3.	CHEITTE MICHAEL J & KRISTIN J 718 LARCHWOOD LA VILLANOVA, PA 19085											
4.	RASSAS KEVIN W & SUSAN 717 LARCHWOOD LN VILLANOVA, PA 19085											
5.	ACUFF JOHN A 705 LARCHWOOD AVE VILLANOVA, PA 19085											
6.	ACADEMY OF NOIRE DAME DENAMUK 560 SPROUL ROAD VILLANOVA, PA 19085											
7.	SULLIVAN JAMES J & CATHERINE P TR 650 SAW MILL RD NEWTOWN SQ, PA 19073							Delivery Confirmation	Signature Confirmation	Special Handling	Restricted Delivery	Return Receipt
8.	HECKMAN THOMAS S & MARY JO ASHENFELTER 1 1/2 EARLES LA NEWTOWN SQ, PA 19073											

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- Registered
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- Signature Confirmation

Address (Name, Street, City, State, & ZIP Code)

1. EAGLE LARRY J & CYNTHIA C
526 SPROUL ROAD
VILLANOVA, PA 19085
2. RADNOR TOWNSHIP
301 IVEN AV
WAYNE, PA 19087
3. RORER GERALD B ETUX
761 NEWTOWN RD
VILLANOVA, PA 19085
4. CER CONCORD SCOTT LLC c/o TYLER
T/a TRESS FI 0135
P O BOX 40062 TAX UNIT
JACKSONVILLE, FL 322310062
5. MONTGOMERY R ALEXANDER
PO BOX 40062 ATT JOA GUTHRIE
JACKSONVILLE, FL 32202
6. CLANCY EDWARD P & SARA N
749 CAMPWOODS ROAD
VILLANOVA, PA 19085
7. MOLDOVSKY GREGORY & SOPHIA
740 CAMP WOODS RD
VILLANOVA, PA 19085
8. MCCLOSKEY BRIAN T & MARIA DELLA
737 CAMPWOODS RD
VILLANOVA, PA 19085

Article Number

Article Number	Postage	Fee	Ha	C
	.47	.40		

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SOUTHEASTERN, PA
19399
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1.	RORER GERALD B & ELIZ K 761 NEWTOWN RD VILLANOVA, PA 19085	.47	.40									
2.	MCKERNAN WILLIAM T & CYNTHIA D 310 TRILLIUM LANE WAYNE, PA 19087											
3.	MONTGOMERY R ALEXANDER c/o MELLON BANK TRUST C/O R UNGER PO BOX 7899 PHILADELPHIA, PA 19101											
4.	DONOHUE CORNELIUS M & ANN B 748 CAMPWOODS RD VILLANOVA, PA 19085											
5.	MORRISSY DANIEL J III & REILLY MARY 744 CAMPWOODS RD VILLANOVA, PA 19085											
6.	MOATZ WILLIAM L & JANET B FOX 736 CAMPWOODS ROAD VILLANOVA, PA 19085											
7.	REDDY PREMKUMAR E & KUSUMA E 20 COLONIAL RD WHITE PLAINS, NY 10605 KIM SOUNG OK											
8.	700 CAMPWOODS CIR VILLANOVA, PA 19085											

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WAYNE, PA 19087*

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1.	ARDROSSAN ESTATES TRUST W/MELLON BANK P O BOX 265 VILLANOVA, PA 19085	.47	.40									
2.	SNYDER MARTIN AVERY & ANN C 745 NEWTOWN RD VILLANOVA, PA 19085											
3.	BERKOWITZ HENRY D & JULIE S 745 CAMPWOODS RD VILLANOVA, PA 19085											
4.	KUMAR GUNDURAJ JAYASHREE ANIL 741 CAMP WOODS RD VILLANOVA, PA 19085											
5.	TAGUE MICHAEL G & SUSAN P 520 WATCH HILL RD VILLANOVA, PA 19085											
6.	MASSARA VINCENT & LESLIE A 704 CAMPWOODS RD VILLANOVA, PA 19085											
7.	BELL MEIKA & DAVIS JOANNE 3544 PRIMROSE RD PHILADELPHIA, PA 19114											
8.	RADNOR TOWNSHIP 301 IVEN AVENUE RADNOR, PA 19087											

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Name and Address of Sender

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301 Ives Avenue
Wayne, PA 19087

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1.	NEIMAN TIFFANY N & MICHAEL L 513 ATTERBURY RD VILLANOVA, PA 19085	.47	.40									
2.	MAKINU KUCCU L & BAKBAKA 512 WATCH HILL RD VILLANOVA, PA 19085											
3.	SHEVADE VIKAS A & SHEVADE AARTI L -516 WATCH HILL RD -VILLANOVA, PA 19085											
4.	COBB JAMES L & PHYLLIS RAY D 545 ATTERBURY DR -VILLANOVA, PA 19085											
5.	ROBINSON ARTHUR 538 SPROUL RD VILLANOVA, PA 19085											
6.	BENJAMIN STEVEN & MARISA 524 WATCH HILL RD -VILLANOVA, PA 19085											
7.	RORER GERALD 761 NEWTOWN ROAD -VILLANOVA, PA 19085											
8.	HOPSON MICHAEL 756 CAMPWOODS RD -VILLANOVA, PA 19085											

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen



Name and Address of Sender

Ransom Township
301 Ives Avenue
Wayne, PA 19087

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill)
Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	TROSSET SCOTT A & KAREN L 501 ATTERBURY RD VILLANOVA, PA 19085	47	.40									
2.	AMBROSIO SALVATORE F & SUZANN 512 ATTERBURY RD VILLANOVA, PA 19085											
3.	RILEY OWEN G III 524 ATTERBURY RD VILLANOVA, PA 19085											
4.	PRICE BRIAN & COLLEEN 536 ATTERBURY RD VILLANOVA, PA 19085											
5.	MCGINLEY EDWARD F 741 NEWTOWN RD VILLANOVA, PA 19085											
6.	ELITZKY C/O NATHAN M ELITZKY 538 CAMPWOODS CIRCLE VILLANOVA, PA 19085									Special Handling	Restricted Delivery	Return Receipt
7.	AVART HERBERT N & HELENE B 537 ATTERBURY RD VILLANOVA, PA 19085									Signature Confirmation		
8.	QUIGLEY JARROD R & KATHARINE 525 ATTERBURY RD VILLANOVA, PA 19085									Delivery Confirmation		

Total Number of Pieces Listed by Sender: 8

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Name and Address of Sender

Rainor Township
301 Ives Avenue
Wayne, PA 19087

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- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp
(If issued as a certificate of n or for addition copies of this Postmark at Date of Rec

Postage

Address (Name, Street, City, State, & ZIP Code)

Article Number

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee
1.	SCHORK STEPHEN & DAWN 520 ATTERBURY RD VILLANOVA, PA 19085	.47	.40
2.	CRINNION SEAN T 532 ATTERBURY RD VILLANOVA, PA 19085		
3.	MCGINLEY EDWARD F III 741 NEWTOWN RD VILLANOVA, PA 19085		
4.	VAN RODEN JOHN CROSBY III 749 NEWTOWN RD VILLANOVA, PA 19085		
5.	VLOEDMAN PETER H & DEBORAH L 541 ATTERBURY RD VILLANOVA, PA 19085		
6.	CHIVINSKI BRANDON 529 ATTERBURY RD VILLANOVA, PA 19085		
7.	MILHOUS STOWE B & JOAN M 517 ATTERBURY RD VILLANOVA, PA 19085		
8.	VAN HUKN GERALD & MARGARET 719 KNOX RD VILLANOVA, PA 19085		

U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
SEP 13 18
AMOUNT
\$16.00
R2305K136938-20



0000

Delivery Confirmation	Signature Confirmation	Special Handling	Restricted Delivery	Return Receipt
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Postmaster, Per (Name of receiving employee)

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

Ransom Township
301 Ives Avenue
Wayne, PA 19087

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1.	ETEMAD BABAK & MANDANA 540 ATTERBURY RD VILLANOVA, PA 19085	.47									
2.	SNYDER JOHN AVERY 452 INVERARY VILLANOVA, PA 19085										
3.	FINLEY JOHN J IV & NANSTEEL JENNIFER LEE										
4.	534 CAMPWOODS CIR VILLANOVA, PA 19085										
5.	BRETHWAITE SANDRA A 533 ATTERBURY RD VILLANOVA, PA 19085										
6.	LEDERMAN MARC R & JENNIFER L 521 ATTERBURY RD VILLANOVA, PA 19085										
7.	GEISE RICHARD W & DEBORAH 725 KNOX RD VILLANOVA, PA 19085										
8.	ROUSE WILLIAM P & EILISE 507 ATTERBURY RD VILLANOVA, PA 19085										
	MARGOLIS MICHAEL & PATRICIA 508 ATTERBURY RD VILLANOVA, PA 19085										

Total Number of Pieces Listed by Sender: 2

Total Number of Pieces Received at Post Office: P

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen



Name and Address of Sender

Ransom Township
301 Ives Avenue
Wayne, PA 19087

Check type of mail or service:

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- Registered
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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	CROW MARTHA 776 NEWTOWN ROAD VILLANOVA, PA 19085	.47	.40									
2.	BUCK WILLIAM & LAURA T 270 HOTHORPE LA VILLANOVA, PA 19085											
3.	MACKIEWICZ JOHN J & MARILYN T 258 HOTHORPE LANE VILLANOVA, PA 19085											
4.	PETTIT DONALD K & COOKE SUZANNE A 1275 FARM RD BERWYN, PA 19312											
5.	LESKO GLENN & CHRISTINE 276 ABRAHAMS LN VILLANOVA, PA 19085											
6.	ECKER AMIR L & MARIA T 10 WOODDED LN MEDIA, PA 19063											
7.	HARRINGTON C D JR 757 NEWTOWN RD VILLANOVA, PA 19085											
8.	LARIJANI MOHAMMAD & ELIZABETH A 736 NEWTOWN RD VILLANOVA, PA 19085											

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office

See Privacy Act Statement on Reverse



Name and Address of Sender

Ransom Township
301 Ives Avenue
Wayne, PA 19087

Check type of mail or service:

- Certified
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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	MOONEY EDWARD J JR & NELIA N 22 MATLACK LA VILLANOVA, PA 19085 BAKER HAKOLD 725 NEWTOWN RD VILLANOVA, PA 19085	.47	.40									
2.	BOYLAN FRANCIS T 617 NEWTOWN RD VILLANOVA, PA 19085											
3.	TUMA GARY A 266 HOTHORPE LANE VILLANOVA, PA 19085											
4.	MONTGOMERY WILLIAM K & ROBERTA V											
5.	257 HOTHORPE LA VILLANOVA, PA 19085											
6.	WALTER WILLIAM G & MARY ANN 794 NEWTOWN RD VILLANOVA, PA 19085											
7.	KUVAEV ROMAN & IRINA 272 ABRAHAMS LA VILLANOVA, PA 19085											
8.	HUMANN KERSTIN E & FRANCIS J 265 ABRAHAMS LA VILLANOVA, PA 19085											

Total Number of Pieces Listed by Sender: 8 Total Number of Pieces Received at Post Office: 8

See Privacy Act Statement on Reverse



Name and Address of Sender

Rapnor Township
301 Ives Avenue
Wayne, PA 19087

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	GRIMES KAREN H & JOSEPH P JR 753 HARRISON RD VILLANOVA, PA 19085		.47									
2.	LICHTENWALNER CHARLES A & MEGAN K 25 MATLACK LANE VILLANOVA, PA 19085		.40									
3.	MCNAMARA WILLIAM B 719 NEWTOWN ROAD VILLANOVA, PA 19085											
4.	DAILY DANIEL J & SUSAN M 724 KNOX ROAD VILLANOVA, PA 19085											
5.	GOLDSTEIN DARA TYE 731 NEWTOWN RD VILLANOVA, PA 19085											
6.	STEWART ANN M 504 ATTERBURY RD VILLANOVA, PA 19085											
7.	HERBERT SCOTT H & MICHELLE C 516 ATTERBURY RD VILLANOVA, PA 19085											
8.	LO BONNIE 528 ATTERBURY RD VILLANOVA, PA 19085											

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

See Privacy Act Statement on Reverse



Name and Address of Sender

RAYNOR TOWNSHIP
301 Ives Avenue
Wayne, PA 19087

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mail or for additional copies of this bill) Postmark and Date of Receipt

Article Number

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Hi: C

0000

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Hi: C	Fee	Delivery Confirmation	Signature Confirmation	Special Handling	Restricted Delivery	Return Receipt
1.	PETERSON PAULA A 262 HOTHORPE LA VILLANOVA, PA 19085	.47		.40					
2.	CAVANAUGH JAMES H & ESTER M 265 HOTHORPE LA VILLANOVA, PA 19087								
3.	LOVETT, JAMES W 280 ABRAHAMS LA VILLANOVA, PA 19085								
4.	SEMERJIAN GEORGE 2215 HORSESHOE TRAIL CHESTER SPRINGS, PA 19425								
5.	MCDEVITT WADE L & WENDY 255 ABRAHAMS LA VILLANOVA, PA 19085								
6.	ZABRANSKY VACLAV P & ANNA P 742 NEWTON ROAD VILLANOVA, PA 19085								
7.	KOFFLER JONATHAN 720 NEWTOWN RD VILLANOVA, PA 19085								
8.	VILLANOVA, PA 19085 LAVIN ADONIA Z & GRIMES MICHELE Z 718 KNOX RD VILLANOVA, PA 19085								

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse



U.S. POSTAGE PAID
SOUTHEASTERN, PA
19399
SEP 13, 18
AMOUNT
\$16.00
R2305K136938-20



Name and Address of Sender

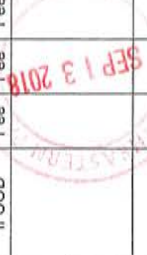
RANDOL TOWNSHIP
301 Ives Avenue
Wayne, PA 19087

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	AITKEN BRADLEY SCOTT & MICHELLE LYNN 820 NEWTOWN RD VILLANOVA, PA 19085	.47	.40									
2.	ROLLINGS MICHAEL F & KATHLEEN H 867 LESLEY RD VILLANOVA, PA 19085											
3.	BLYNN H REID JR & JANET S 857 LESLEY RD VILLANOVA, PA 19085											
4.	CHOI ERIC 130 DRAKES DRUM DR BRYN MAWR, PA 19010											
5.	CIVIELLA M & BARBARA 764 NEWTOWN ROAD VILLANOVA, PA 19085											
6.	HANAMIKIAN MARK & DUKUJHY 768 NEWTON RD VILLANOVA, PA 19085											
7.	BUCK WILLIAM C & LAURA T 247 HOTHORPE LANE VILLANOVA, PA 19085											
8.	BUCK LAURA T & WILLIAM 274 HOTHORPE LN VILLANOVA, PA 19085											



Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2) Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

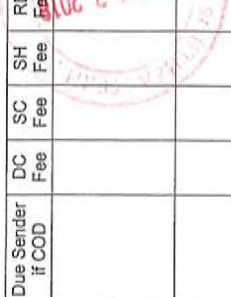
RANDOL TOWNSHIP
301 Ives Avenue
Wayne, PA 19087

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	WILLIAMS GERALD & ROBIN 859 LESLEY ROAD VILLANOVA, PA 19085	.47	.40									
2.	FRAZIER JOHN W IV & GRACE B 761 HARRISON ROAD VILLANOVA, PA 19085											
3.	CLARKE JAMES J & MARGARET L 760 NEWTOWN RD VILLANOVA, PA 19085											
4.	LARSEN KIRK H 770 NEWTOWN RD VILLANOVA, PA 19085											
5.	ANTHONY MARLENE A 408 INVERARAY VILLANOVA, PA 19085											
6.	TAGUE ANGELA C & VINCE J SR 414 INVERARAY RD VILLANOVA, PA 19085											
7.	WHITE MEGAN BRENNAN 400 INVERARAY RD VILLANOVA, PA 19085											
8.	MARUCCI GEORGE E JR & BOGLE MARUCCI SANDRA 904 NEWTOWN RD VILLANOVA, PA 19085											



Total Number of Pieces Listed by Sender: 8 Total Number of Pieces Received at Post Office: 8

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2) Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

Roscoe Township
301 Ives Avenue
Wayne, PA 19087

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	DAVIES NIGEL 754 NEWTOWN RD VILLANOVA, PA 19085	.47	.40									
2.	COONEY GERALD W & PAIKICIA A 500 ATTERBURY RD VILLANOVA, PA 19085											
3.	KELLY JOHN J & ANITA GALLAGHER 406 INVERARAY RD VILLANOVA, PA 19085											
4.	SWEET JAMES M & JOYCE A 412 INVERARAY VILLANOVA, PA 19085											
5.	PAPA CHRISTOPHER J & ELISA M 401 INVERARAY RD VILLANOVA, PA 19085											
6.	BEGG EDWARD A & MELISSA A 461 DARBY PAOLI RD VILLANOVA, PA 19085											
7.	VEALE TINKHAM III & LOIS B 902 NEWTOWN RD VILLANOVA, PA 19085											
8.	BURKHART CHARLES & PATRICIA 819 CHURCH RD WAYNE, PA 19087											

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee)

[Signature]

See Privacy Act Statement on Reverse



Return Receipt
Restricted Delivery

Signature Confirmation
Special Handling

Delivery Confirmation



Name and Address of Sender

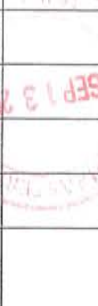
Raptor Township
301 Iver Avenue
Wayne, PA 19087

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
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1.	TRITTON CHRISTINA 404 IVERARAY RD VILLANOVA, PA 19085	.47	.40									
2.	GALLOWAY JOHN T & NANCY 410 INVERARY RD VILLANOVA, PA 19085											
3.	MCALAINE DANIEL PAUL & SANDRA H 416 INVERARAY DR VILLANOVA, PA 19085											
4.	MERRIMAN RICHARDSON T 402 INVERARY RD VILLANOVA, PA 19085											
5.	VEALE TINKHAM III & LOIS 902 NEWTOWN RD VILLANOVA, PA 19085											
6.	SHANAHAN KEVEN P & JULIEANN G 810 NEWTOWN RD VILLANOVA, PA 19085											
7.	JAHNLE RICHARD L & GRACE R 861 LESLEY RD VILLANOVA, PA 19085											
8.	RAINEY ARTHUR H & NANCY B 769 HARRISON ROAD VILLANOVA, PA 19085											



Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee): [Signature]

See Privacy Act Statement on Reverse

Name and Address of Sender

RANOK Township
301 Ives Avenue
Wayne, PA 19087

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Article Number

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Fee

0000

1. SACKS, STEPHEN E
650 MALIN RD
NEWTOWN SQ, PA 19073
2. ANTIK DEWITT HOBART & MEREDITH
WALKER
658 MALIN ROAD
NEWTOWN SQ, PA 19073
3. KING ROBERT W
667 MALIN RD
NEWTOWN SQUARE, PA 19073
4. FOX JOSEPH L & CHRISTINA O
820 LAWRENCE LN
NEWTOWN SQ, PA 19073
5. LYONS THOMAS L
1 EARLS LA
NEWTOWN SQUARE, PA 19073
6. RAFFERTY MICHAEL & JULIA
640 MALIN RD
NEWTOWN SQUARE, PA 19073
7. OSMAN DOUGLAS F & DAWN S
641 MALIN RD
NEWTOWN SQ, PA 19073
8. HASTINGS DAVID C
654 MALIN RD
NEWTOWN SQUARE, PA 19073

.47 .40



Delivery Confirmation
Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt

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Total Number of Pieces Received at Post Office: 8

See Privacy Act Statement on Reverse

Name and Address of Sender

RANOR Township
301 Ives Avenue
Wayne, PA 19087

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													Postmark	Date
1.	CHINTHAKUNTLA PRAVEEN & TIRUMALA VAISHNAVI 655 MALIN RD NEWTOWN SQUARE, PA 19073	.47	.40											
2.	REYNOLDS JAMES C & CLYNN 664 MALIN RD NEWTOWN SQ, PA 19073													
3.	MULLEN JEFFREY & SUZANNE 681 DARBY PAOLI RD VILLANOVA, PA 19085													
4.														
5.														
6.														
7.														
8.														



Total Number of Pieces Listed by Sender: 3

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

September 13, 2018

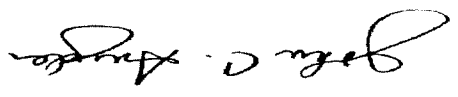
**Re: Land Development Application #2016-D-11
Revised Plan - Ardrossan Farms – Various Lots**

Dear Neighbor:

ES III, LP has applied to Radnor Township to reconfigure the Phase 3 lots from the previously approved plan. These plans are available for public viewing in the Radnor Township Engineering Department. These plans will be reviewed by the Radnor Township Planning Commission at a scheduled meeting on **Monday, October 1, 2018**.

Radnor Township Planning Commission meetings begin at **7:00pm**. The meetings will be held in the Radnor Township Municipal Building located at 301 Iven Avenue, Wayne, PA 19087.

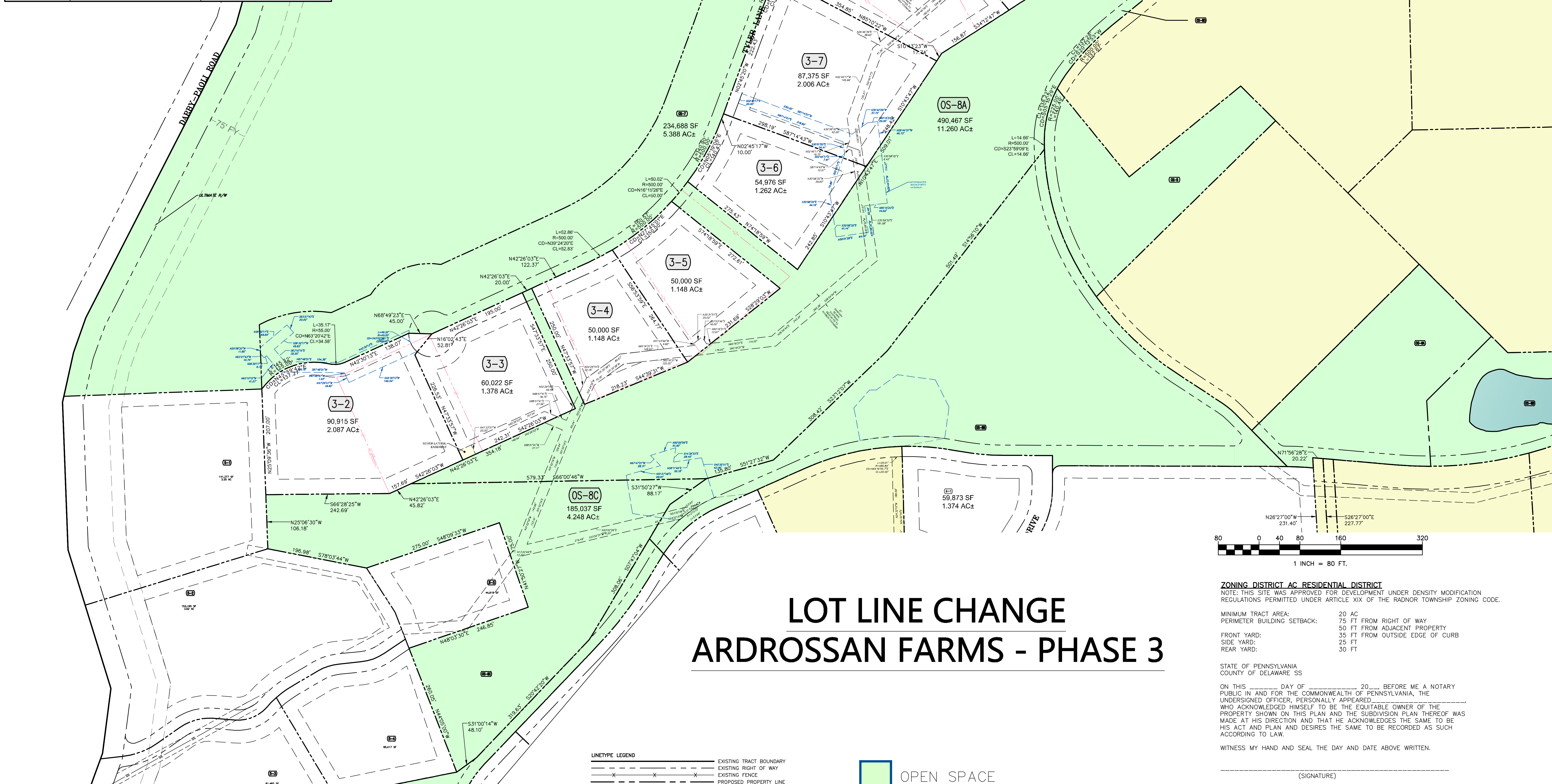
Sincerely,



John C. Snyder
Attorney for Applicant

LOT	EXISTING AREA	PROPOSED AREA
3-2	50,000 SF (1.148 AC)	90,915 SF (2.087 AC)
3-3	50,000 SF (1.148 AC)	60,022 SF (1.378 AC)
3-4	50,000 SF (1.148 AC)	50,000 SF (1.148 AC)
3-5	50,000 SF (1.148 AC)	50,000 SF (1.148 AC)
3-6	54,976 SF (1.262 AC)	54,976 SF (1.262 AC)
3-7	101,403 SF (2.328 AC)	87,375 SF (2.006 AC)
3-8	59,831 SF (1.374 AC)	87,449 SF (2.008 AC)
3-9	62,674 SF (1.439 AC)	87,768 SF (2.015 AC)
3-10	108,653 SF (2.494 AC)	87,819 SF (2.016 AC)
3-11	105,444 SF (2.421 AC)	87,595 SF (2.011 AC)
NRA-17	50,938 SF (1.169 AC)	-
TOTAL LOT AREA	743,919 SF (17.078 AC)	743,919 SF (17.078 AC)

OPEN SPACE	EXISTING AREA	PROPOSED AREA
OS-BA	464,927 SF (10.673 AC)	464,927 SF (10.673 AC)
OS-8C	185,037 SF (4.248 AC)	185,037 SF (4.248 AC)

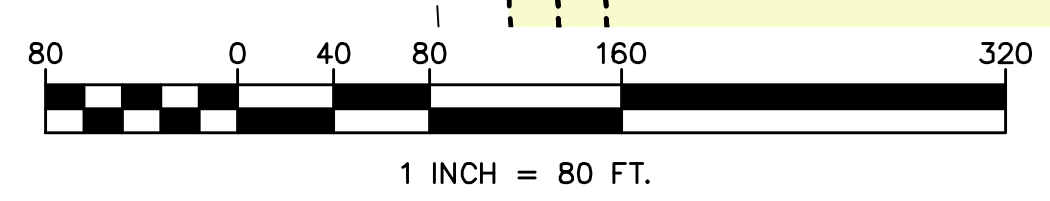


LOT LINE CHANGE ARDROSSAN FARMS - PHASE 3

LINE TYPE LEGEND

	EXISTING TRACT BOUNDARY
	EXISTING RIGHT OF WAY
	EXISTING FENCE
	PROPOSED PROPERTY LINE
	PROPOSED RIGHT OF WAY
	PROPOSED BUILDING SETBACK
	PROPOSED EASEMENT
	PROPOSED CENTERLINE
	EXISTING LOT LINE TO BE REMOVED

- OPEN SPACE
- NON-RESIDENTIALLY APPROVED LOT



ZONING DISTRICT AC RESIDENTIAL DISTRICT
 NOTE: THIS SITE WAS APPROVED FOR DEVELOPMENT UNDER DENSITY MODIFICATION REGULATIONS PERMITTED UNDER ARTICLE XIX OF THE RADNOR TOWNSHIP ZONING CODE.

MINIMUM TRACT AREA: 20 AC
 PERIMETER BUILDING SETBACK: 75 FT FROM RIGHT OF WAY
 50 FT FROM ADJACENT PROPERTY
 FRONT YARD: 35 FT FROM OUTSIDE EDGE OF CURB
 SIDE YARD: 25 FT
 REAR YARD: 30 FT

STATE OF PENNSYLVANIA
 COUNTY OF DELAWARE SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE EQUITABLE OWNER OF THE PROPERTY SHOWN ON THIS PLAN AND THE SUBDIVISION PLAN THEREOF WAS MADE AT HIS DIRECTION AND THAT HE ACKNOWLEDGES THE SAME TO BE HIS ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.

 (SIGNATURE)
 NOTARY PUBLIC OR OTHER OFFICER

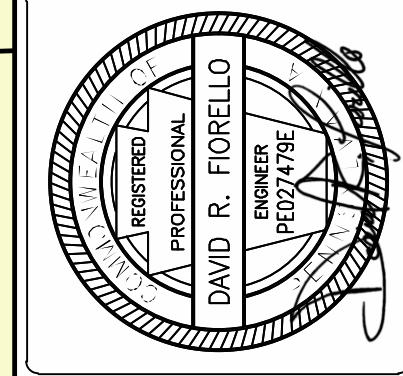
MY COMMISSION EXPIRES: _____



DISCLAIMER:
 THE PLAN AND CONTENTS OF THIS PLAN SHALL NOT BE CONSIDERED OR USED IN ANY MANNER WITHOUT WRITTEN PERMISSION OF THE SURVEYOR. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UNDERLYING RECORDS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PURPOSES STATED HEREON.
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Serial Number: 2018-203-0820

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 PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR ALL UTILITY LOCATIONS. CALL 800-488-7878 FOR PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-4277



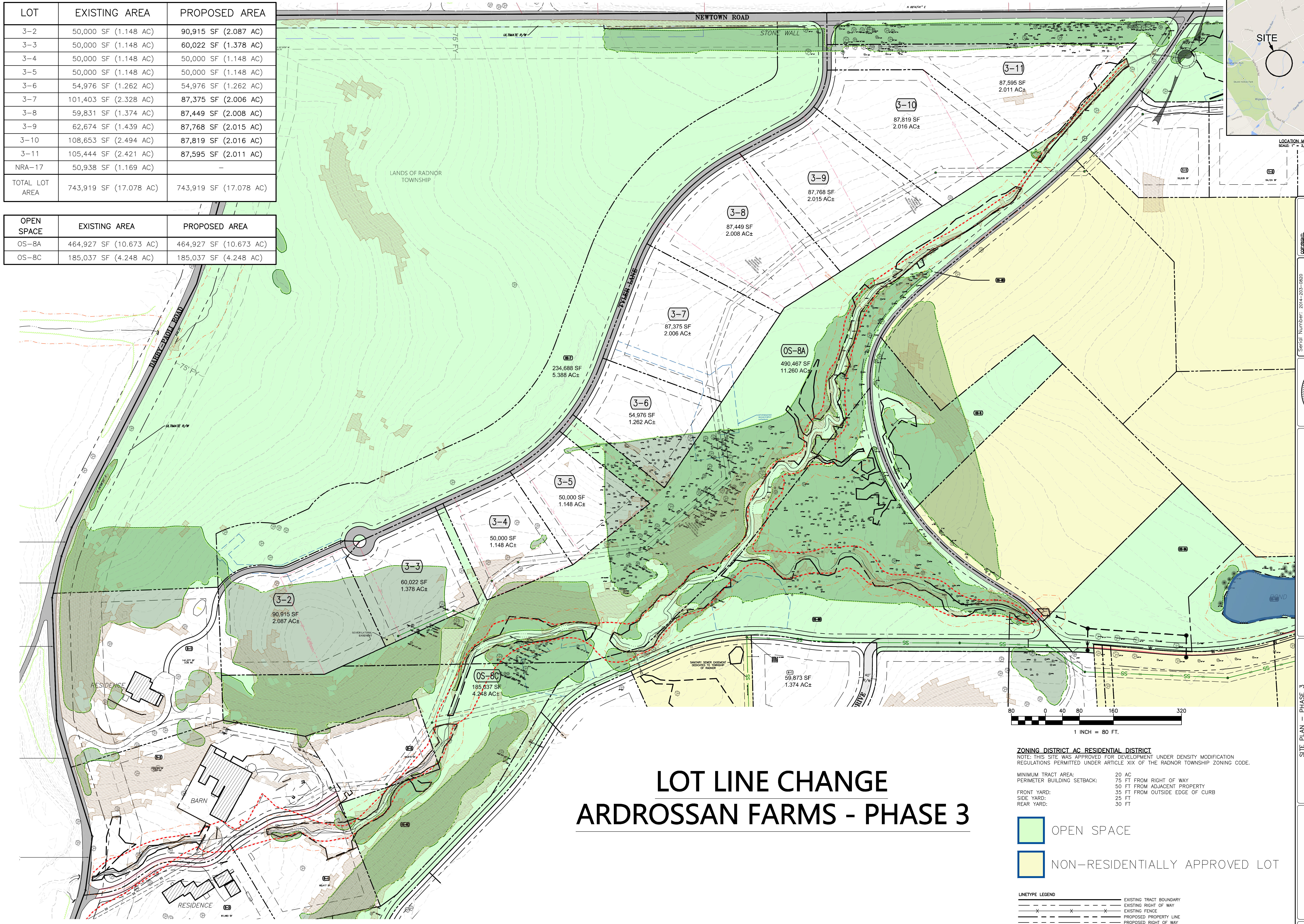
MOMENEE, INC.
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 ENGINEERING | PLANNING | SURVEYING
 924 COUNTY LINE ROAD - BRYN MAWR - PA - 19010

RECORD PLAN: PHASE 3
 SUBDIVISION/LOT LINE CHANGE PLAN
THE ARDROSSAN FARM
 RADNOR TOWNSHIP - DELAWARE COUNTY - PENNSYLVANIA
 APPLICANT: ESILL UP
 ONE-CALL: 2018-0820
 DRAWN BY: TED
 CHECKED BY: DRF

FILE NO.: 06-012
 SHEET **1** of 2
 DATE: AUGUST 30, 2018
 SCALE: 1" = 80'

LOT	EXISTING AREA	PROPOSED AREA
3-2	50,000 SF (1.148 AC)	90,915 SF (2.087 AC)
3-3	50,000 SF (1.148 AC)	60,022 SF (1.378 AC)
3-4	50,000 SF (1.148 AC)	50,000 SF (1.148 AC)
3-5	50,000 SF (1.148 AC)	50,000 SF (1.148 AC)
3-6	54,976 SF (1.262 AC)	54,976 SF (1.262 AC)
3-7	101,403 SF (2.328 AC)	87,375 SF (2.006 AC)
3-8	59,831 SF (1.374 AC)	87,449 SF (2.008 AC)
3-9	62,674 SF (1.439 AC)	87,768 SF (2.015 AC)
3-10	108,653 SF (2.494 AC)	87,819 SF (2.016 AC)
3-11	105,444 SF (2.421 AC)	87,595 SF (2.011 AC)
NRA-17	50,938 SF (1.169 AC)	-
TOTAL LOT AREA	743,919 SF (17.078 AC)	743,919 SF (17.078 AC)

OPEN SPACE	EXISTING AREA	PROPOSED AREA
OS-BA	464,927 SF (10.673 AC)	464,927 SF (10.673 AC)
OS-8C	185,037 SF (4.248 AC)	185,037 SF (4.248 AC)



LOT LINE CHANGE ARDROSSAN FARMS - PHASE 3

ZONING DISTRICT AC RESIDENTIAL DISTRICT
 NOTE: THIS SITE WAS APPROVED FOR DEVELOPMENT UNDER DENSITY MODIFICATION REGULATIONS PERMITTED UNDER ARTICLE XIX OF THE RADNOR TOWNSHIP ZONING CODE.

MINIMUM TRACT AREA: 20 AC
 PERIMETER BUILDING SETBACK: 75 FT FROM RIGHT OF WAY
 50 FT FROM ADJACENT PROPERTY
 FRONT YARD: 35 FT FROM OUTSIDE EDGE OF CURB
 SIDE YARD: 25 FT
 REAR YARD: 30 FT

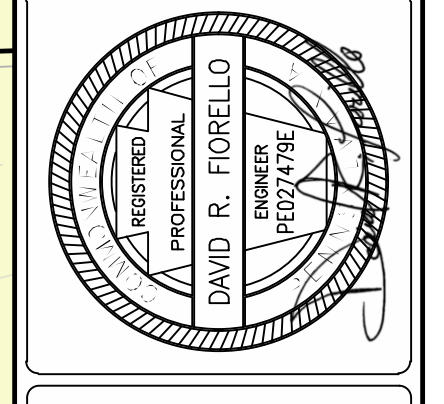
- OPEN SPACE
- NON-RESIDENTIALLY APPROVED LOT

- LINE/TYPE LEGEND**
- EXISTING TRACT BOUNDARY
 - EXISTING RIGHT OF WAY
 - EXISTING FENCE
 - PROPOSED PROPERTY LINE
 - PROPOSED RIGHT OF WAY
 - PROPOSED BUILDING SETBACK
 - PROPOSED EASEMENT
 - PROPOSED CENTERLINE
 - EXISTING LOT LINE TO BE REMOVED

DISCLAIMER:
 THE ENGINEER HAS REVIEWED THIS PLAN AND ASSURES THAT THE PLAN COMPLIES WITH THE REQUIREMENTS OF THE PENNSYLVANIA LAND USE REGULATIONS ACT AND THE PENNSYLVANIA ZONING REGULATIONS ACT. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON. PENNSYLVANIA PROFESSIONAL ENGINEERING BOARD REG. NO. 1000000000. © MOMENEE, INC. 2018

Serial Number: 2018-203-0820

CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES FOR 3 WORKING DAYS NOTICE FOR ANY UTILITY LOCATIONS TO BE MARKED PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
 Pennsylvania One Call System, Inc.
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 924 COUNTY LINE ROAD - BRYN MAWR - PA - 19010

THE ARDROSSAN FARM
 SUBDIVISION/LOT LINE CHANGE PLAN
 APPLICANT: ESILL LP
 ONE-CALL: 2018-0820
 DRAWN BY: TED
 CHECKED BY: DRF

FILE NO.: 06-012
SHEET 2 **of** 2
DATE: AUGUST 30, 2018
SCALE: 1" = 80'

RESOLUTION NO. 2018-120
A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING T&M ASSOCIATES TO PREPARE DESIGN AND
ENGINEERING FOR STORMWATER MANAGEMENT AT BANBURY, FRANCIS,
AND WINDSOR IN THE AMOUNT OF \$39,596 AND ADDITIONAL SURVEY FOR
\$7,500.

WHEREAS, the Stormwater Management Advisory Committee has requested the Board of Commissioners authorize the design of a stormwater management system at Banbury, Francis, and Windsor to manage a 10-year, 1-hour storm event

WHEREAS, Staff has solicited a cost proposal from T&M Associates to provide design, engineering, and bidding documents for said stormwater management project.

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize T&M Associates to Prepare Design, Engineering, and Bidding Documents for Stormwater Management at Banbury, Francis, and Windsor in the Amount of \$39,596 and Additional Survey for \$7,500.

SO RESOLVED this 12th day of November, A.D., 2018

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: October 15, 2018

TO: Radnor Township Board of Commissioners

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

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

LEGISLATION: Banbury, Francis, Windsor: The Stormwater Management Advisory Committee is Requesting the Board of Commissioners Authorize the Design of a Stormwater Management System to Manage a 10 Year, 1 Hour Event. Possible **Resolution #2018-120:** Authorizing T&M Associates to Prepare Design and Engineering for Stormwater Management at Banbury, Francis, and Windsor in the Amount of \$39,596 and Additional Survey for \$7,500.

LEGISLATIVE HISTORY: Based on a request by the Stormwater Management Advisory Committee, at the May 14th, 2018, regularly scheduled Board of Commissioners meeting, the Commissioners authorized the Stormwater Management Advisory Committee to deliberate modifications to the Banbury/Francis Stormwater Project with input from the neighbors in that area.

PURPOSE AND EXPLANATION: At Stormwater Management Advisory Committee meetings, with some residents of the Banbury, Francis, Windsor neighborhood present, the topic of a stormwater management system that could manage the 10-year, 1-hour event was discussed. The original design that was planned for the area was based on a 25-year, 1-hour event.

Members of the Stormwater Management Advisory Committee will be present at the Commissioners meeting to request authorization to proceed for the design and bidding documents for a 10-year, 1-hour event.

I prepared a scope of work for T&M Associates to provide a cost proposal for this work, in the event the Commissioners wish to move forward on the design. The original scope of work I put forth was as follows:

1. It is assumed that T&M Associates has the requisite survey and infiltration testing data from your previous design work on this project
2. The design scope is for a sub-surface system designed to accommodate a 10-year frequency rain event, to be solely bound by the street, and if needed, in the R.O.W. If within the R.O.W., tree removal is to be kept to a minimum
3. T&M will provide this design in coordination with members of the SWMAC and Township staff
4. A street tree planting and rain garden design (for the area of the "triangle") is to be included. A table of the trees required for removal, noting common and Latin name, and DBH will be required, along with the compensatory plantings as required by the Township's Shade Tree Ordinance. The Township Arborist will provide you with the Latin names, common names, and DBH.
5. The possible relocation to a "T" intersection of Windsor at Banbury is to be included

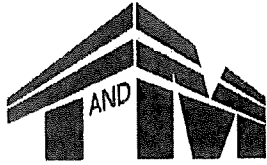
6. Bidding documents: front end (this will be provided to you in MS Word format by the Township, T&M to insert the particulars), back end/construction specifications, bidding/construction drawings
7. If easements are required, provided easement descriptions and drawings for use by the Township in obtaining said easements
8. T&M will provide three options for the 10-year, 1-hour event, design system
9. Within 5 weeks of your NTP, the three options must be submitted. The design level at this juncture will be so presentations can be made, and the systems function and are constructible
10. Include the following meetings in your cost proposal
 - a. Two (2) SWMAC meetings
 - b. Four (4) meetings with residents/staff/SWMAC
 - c. One (1) Board of Commissioners meeting

At the direction of the Stormwater Management Advisory Committee, item #8 was changed from three design options to one design option. I have also requested T&M Associates provide an add/alt for survey of the BBT property, in the event we wish to approach BBT for underground SWM use in their lower parking lot.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, a purchase order will be processed. Once the purchase order is approved, a Notice to Proceed will be issued to T&M Associates, and work will begin immediately.

FISCAL IMPACT: The cost of the design is \$39,596 and Additional Survey for \$7,500. The total amount of \$47,096 will be funded by the 04 Stormwater Fund.

RECOMMENDED ACTION: *By request of the Stormwater Management Advisory Committee, the Engineering Department respectfully requests the Board of Commissioners Authorize T&M Associates to Prepare Design, Engineering, and Bidding Documents for Stormwater Management at Banbury, Francis, and Windsor in the Amount of \$39,596 and Additional Survey for \$7,500.*



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October 12, 2018

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

**RE: Banbury Way/ Francis Avenue/Windsor Avenue
Flood Mitigation**

Dear Mr. Norcini:

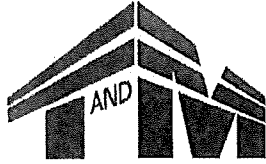
We are pleased to submit this proposal to provide professional services relative to the Design of Sub-Surface Flood Mitigation Facilities at the intersection of Banbury Way/Francis Avenue/Windsor Avenue in Radnor Township.

Project Understanding

The objective of this project is to provide the following services: prepare one conceptual flood mitigation facility design, prepare plans for approval by the Delaware County Conservation District (DCCD), and other activities necessary for the preparation of construction-level design documents. (The DCCD submission will be for the submission and one set of revisions.) As conceived, the stormwater management/flood mitigation project at the intersection of Banbury Way/Francis Ave/Windsor Ave will consist of an open-bottom underground stormwater storage/infiltration facility surrounded by crushed stone aggregate. The storage facility will provide the required volume to eliminate surface flooding at that location from the 10-year, 1-hour storm (2.04 inches) based on USEPA SWMM modeling. In addition to the storage system, the conceptual design will include several new inlets (with adequate pretreatment provided in the form of filter inserts and sediment sumps) with connections to the existing storm sewers, street tree plantings and a rain garden design for the triangle area at the intersection of Banbury Way and Windsor Ave. The subsurface storage areas will be located beneath the existing cartway and entirely within the right-of-way of the effected streets. In addition, the concept will address the design of a T intersection at the Banbury Way and Windsor Ave location.

Under a previous contract, T&M completed a topographic survey and infiltration testing in the area of the intersection of Banbury Way, Francis Avenue, and Windsor Avenue. This survey and testing results will be utilized as part of this contract.

T&M will provide one (1) option within 5 weeks of the Notice-to-Proceed. We have also assumed two (2) meeting with the SWMAC, four (4) meetings with residents and staff, and one (1) Board of Commissioners meeting.



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Scope of Work:

Task 1: Sub-Surface Storage Facility Conceptual Design

T&M will complete one (1) Conceptual Design of the sub-surface facilities required to retain the volume from the 10-year design one-hour storm. The designs will utilize the SWMM Model to determine the size of the facilities. The Concept Designs will address constructability issues, utility coordination, flood mitigation results, subsurface limitations and traffic control issues.

Task 2: Design of Bioretention Concept/Permanent Road Closure

T&M will prepare a design addressing the feasibility, potential benefits, cost, and challenges associated with converting one of the two connecting legs of the intersection of Windsor Avenue and Banbury Way to a bioretention facility or other Green Stormwater Infrastructures (GSI). The design will include the possible T reconfiguration of the intersection of Windsor Avenue and Banbury Way. A street tree planting and rain garden design for the triangular area at the intersection of Banbury Way and Windsor Avenue will be included. T&M will prepare a table of the trees required to be removed, noting common and Latin names and DBH for each tree along with the compensatory plantings as required by the Township's Shade Tree Ordinance. It is our understanding the Township's Arborist will provide the Latin names, common names, and DBH for trees to be removed.

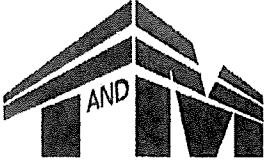
Task 3: Development of Construction Documents

Based on the consensus of the final design developed in Tasks 1 and 2, T&M will produce the required construction documents and specifications needed to enable permitting, including PennDOT, if needed, and competitive public bidding of the proposed solution. All documents will be prepared for posting on PennBid. This Task will also include the Technical (back end) specifications, and bidding document including plans. If easements are required, T&M will provide easement descriptions and drawings for one property for use by the Township in obtaining the easement.

EXCLUSIONS

Our proposal does not include the following services. These services can be provided, if needed and requested. Separate proposals will be provided as requested:

- *Environmental Investigation, Engineering or Mitigation Plans, and NEPA requirements, other than those included in the Scope of Work.*
- *Phase 1 or Phase 2 Environmental Reporting*
- *No permit fees are included*
- *Detailed Flood Plain Mapping*
- *Construction Administration, Observation, and Inspection*
- *Structural Engineering and Design*
- *Property Appraisals*
- *Resolution of Boundary Conflict that may exist.*
- *Full Boundary Surveys of adjacent properties to the project.*
- *Sinkhole Mitigation services or consulting.*



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- *Zoning variance requests.*
- *Land Development Plan submission to Radnor Township.*
- *Preparation for and attendance at any PUC Hearings*

FEE:

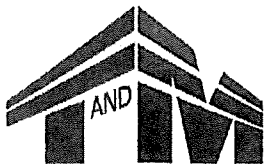
The proposed fee is a total non-to-exceed fee of \$39,596.00.

ALTERNATE

As requested, we offer an add alternate. This alternate would include additional field survey of the adjoining bank property to allow the possible placement of underground storage; adding the additional area to the construction plans; and providing an easement description for the area.

The Add Alternate proposed fee is a total non-to-exceed fee of \$7,500.00.

We thank you for the opportunity to submit this proposal and look forward to assisting you on this project. You may indicate acceptance of this proposal and authorize us to proceed by signing and returning a copy of this proposal to our office.



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If you have any questions regarding this proposal or the services described herein, please do not hesitate to contact me.

Very truly yours,
T&M Associates

Richard A. Young, P.E.
Principal Engineer

The undersigned, having the power to bind the client, has read, understood and hereby accepts this proposal.

(Signature)

(Print name)

(Date)

CC: Russell G. Benner, P.E. – T&M Associates
Richard A. Young, P.E. – T&M Associates

COMPENSATION

Our total lump sum fee for the project, inclusive of reimbursable expenses is \$39,596.00.

TASK	PROFESSIONAL V	PROFESSIONAL VI	TECHNICAL STAFF GRADE 5	PRINCIPAL DIVISION MANAGER	ADMINISTRATIVE SUPPORT STAFF	SUBCONTRACTOR	TASK TOTAL
HOURLY RATE	\$118	\$118	\$115	\$140	\$58		
CONCEPTUAL DESIGN (1 OPTIONS)	4	16	20	1	0		\$4,800
DESIGN OF BIORETENSION AREA	0	4	20	2	0		\$3,052
CONSTRUCTION PLANS AND SPECIFICATIONS	56	22	88	4	0		\$19,884
EASEMENT PLAN AND DESCRIPTION	4					\$1,500	\$1,972
MEETINGS (7 Meetings)	36		36				\$8,388
EXPENSES							\$1,500
TOTAL	100	42	164	7	0	\$1,500	\$39,596.00

RESOLUTION NO. 2018-119
A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING T&M
ASSOCIATES TO PREPARE DESIGN AND BIDDING
DOCUMENTS FOR THE ARTHUR ROAD STORM SEWER
PROJECT IN THE AMOUNT OF \$12,250

WHEREAS, ponding in the Arthur Road cul-de-sac is causing icing conditions in winter months, and mosquito breeding grounds in the summer months

WHEREAS, T&M Associates has submitted a proposal to provide design, permitting, easement documents, and bidding documents for a storm sewer project to address these issues

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize T&M Associates to Prepare Design and Bidding Documents for the Arthur Road Storm Sewer Project in the Amount of \$12,250

SO RESOLVED this 12th day of November, A.D., 2018

RADNOR TOWNSHIP


By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: November 6, 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 #2018-119: Authorizing T&M Associates to Prepare Design and Bidding Documents for the Arthur Road Storm Sewer Project in the Amount of \$12,250

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

PURPOSE AND EXPLANATION: Stormwater runoff accumulates and ponds in the Arthur Road cul-de-sac (please see attached pictures and location map). After larger storms, the runoff ponding extends well into the cul-de-sac. In the warmer months, the area becomes a mosquito breeding ground, causing health concerns. In colder parts of the year, the area freezes over and causes hazardous conditions on the street.

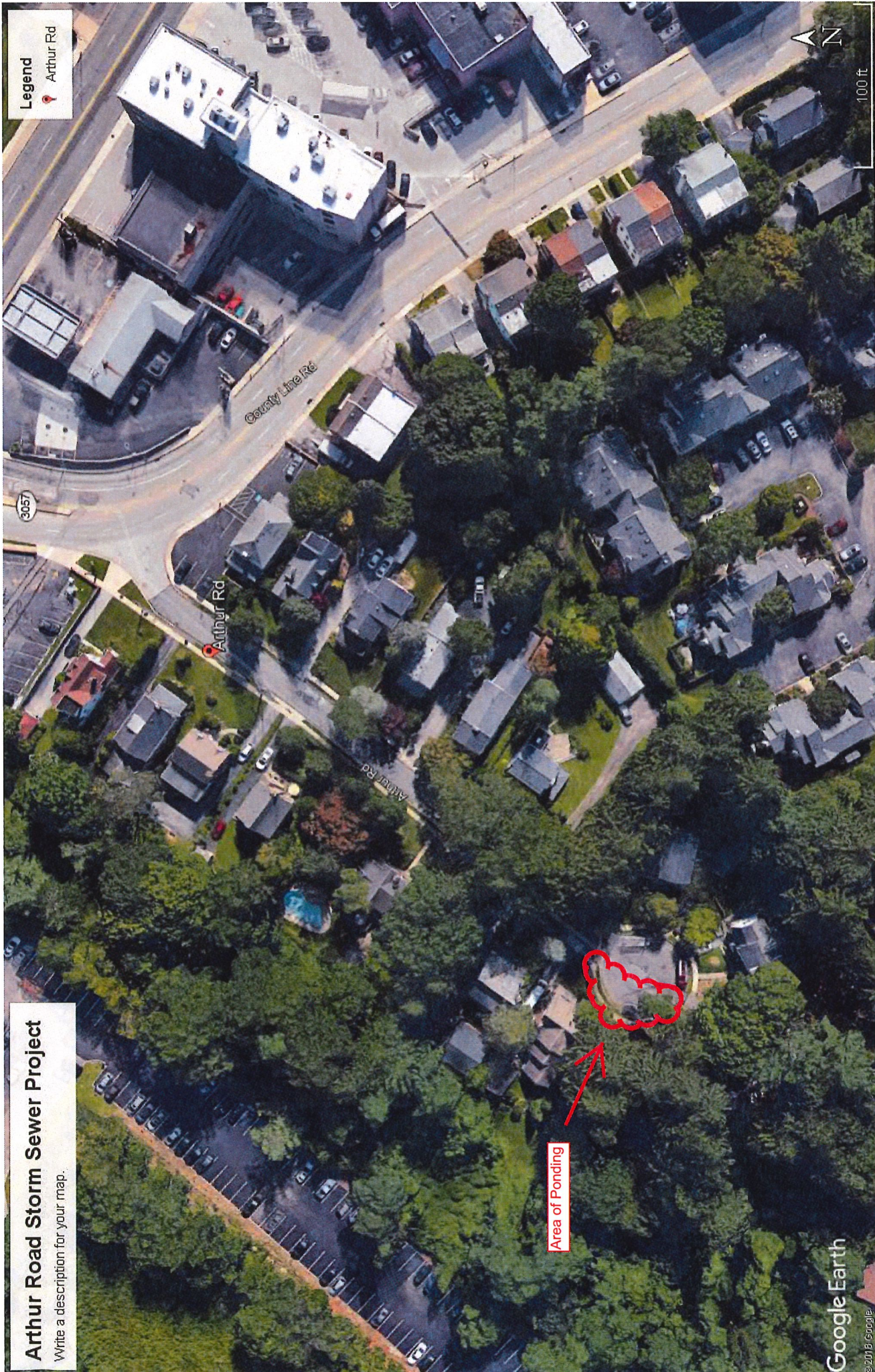
The Resolution before the Commissioners is to authorize T&M Associates to provide survey, design, and bidding documents to extend the existing storm sewer to mitigate the ponding.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, a purchase order will be processed. Once the purchase order is approved, a Notice to Proceed will be issued to T&M Associates, and work will begin immediately, to be completed in seventy days.

FISCAL IMPACT: The cost of the outlined work is \$12,250 and will be funded by the 04 Stormwater Fund.

RECOMMENDED ACTION: *Staff recommends that the Board of Commissioners Authorize T&M Associates to Prepare Design and Bidding Documents for the Arthur Road Storm Sewer Project in the Amount of \$12,250*

\



Legend
Arthur Rd



100 ft

Arthur Road Storm Sewer Project
Write a description for your map.

Area of Ponding







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August 8, 2018

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

**RE: Design of Storm System
Arthur Road**

Dear Mr. Norcini:

We are pleased to submit this proposal to provide professional services relative to the Design of storm system for Arthur Road in Radnor Township. If you find this proposal acceptable, please have this proposal signed below.

Project Understanding:

The existing cul-de-sac has been graded to create a low point along the northwest side on the cul-de-sac. The low point is unable to drain to the existing inlet along the northwest side of Arthur Road.

Task: Provide design and bid documents to provide piping and inlets or grading for positive drainage of the cul-de-sac.

Scope of Work:

1. Topographic survey as required to provide design and bidding documents
 - a. Topographic survey as required to provide design and bidding documents. Include Right-of-Way for Arthur Road, as described in adjoining property deeds. Locate all utilities, structures, etc. It is anticipated that all work for this project will be within the existing Right-of-Way. The existing inlet discharges to an existing pipe that is contained within an existing easement. We will research the deeds to verify the easements. In the event the design will require the discharge pipe be enlarged, repaired, or replaced the easement area will be included in the topographic survey.
2. Determine drainage area to inlet, size proposed pipe accordingly
3. Plans shall consist of, at a minimum:
 - a. Title plan
 - b. Existing conditions
 - c. Grading/construction plan



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- d. Easement plan
 - i. Restoration plan. This sheet will document the onsite improvements that may be required of easement agreements.
 - e. E&S Plan
 - f. Traffic control plan
 - g. Detail Sheet
4. The engineering firm shall include in its proposal meeting design requirements of all local, state, and federal agencies. This is to include and permitting or associated hydrology/hydraulics
 5. Include front end, and back end documents.
 6. Provide line item bid sheet
 7. Include material submittal review
 8. Include required meeting with staff, and (6) six meetings with affected residents.
 9. For all Township projects, the engineering firm must ensure that the solution to the problem at hand does not create another problem "downstream".

EXCLUDED:

1. PADEP Permit application and fees
2. Delaware County Conservation District Review
3. Landscape Architectural services
4. Easement acquisition services, except for an easement description
5. Construction Stake-out (We will include this as part of the Contractor's responsibility in the Bid Documents.)

FEE:

The proposed fee is a total non-to-exceed fee of \$12,250.00.

We thank you for the opportunity to submit this proposal and look forward to assisting you on this project. You may indicate acceptance of this proposal and authorize us to proceed by signing and returning a copy of this proposal to our office.



YOUR GOALS. OUR MISSION.

If you have any questions regarding this proposal or the services described herein, please do not hesitate to contact me.

Very truly yours,
T&M Associates

Richard A. Young, P.E.
Principal Engineer

The undersigned, having the power to bind the client, has read, understood and hereby accepts this proposal.

(Signature)

(Print name)

(Date)

CC: Russell G. Benner, P.E. – T&M Associates
Richard A. Young, P.E. – T&M Associates