

BOARD OF COMMISSIONERS

AGENDA – Revised 2-24-2017

Monday, February 27, 2017 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of February 27, 2017

1. Consent Agenda

- a) Acceptance of Department Monthly Reports
- b) Acceptance of Staff Traffic Committee Meeting Minutes – February 15, 2017
- c) Disbursement Review and Approval: 2017-02B, 2017-02C
- d) Resolution #2017-33 - Authorization to Purchase Seed and Fertilizer
- e) Resolution #2017-34 - Authorizing the Township Manager to bind coverage for Workers' Compensation Insurance for the Radnor Fire Company for the period beginning March 1, 2017 through March 1, 2018 at a premium price of \$42,204
- f) Resolution #2017-35 – 131/133 Garrett Avenue – Sewage Facilities Planning Module
- g) Resolution #2017-37 - Authorization to Receive Bids for the Tree Removal Contract
- h) Resolution #2017-38 - Authorization for Mobile Dredging and Pumping to Perform Cleaning and Sediment Removal at the Township's Stormwater Management System by the Radnor Fire Company and the Poplar Avenue Culvert
- i) Resolution #2017-39 - Authorizing the purchase of a new software/hardware system from United Public Safety (UPS) for use in the Police Department to run the alarm registration database and billing system for businesses and residents
- j) Resolution #2017-42 - Approving the Tax Exempt Financing for the Country Day School of the Sacred Heart by The Narberth Borough Industrial Development Authority in an Amount up to 3.7 Million Dollars

2. Recognition of Women's Resource Center of the Delaware Valley
3. Commendation to 1st Platoon Radnor Township Police Department
4. Recognition of the Radnor Hotel – Daddy Daughter Dance
5. Public Participation
6. Committee Reports

PERSONNEL & ADMINISTRATION

- A. Resolution #2017-43 - Authorizing RETTEW to Perform Environmental Testing of the Villanova University Housing Site
- B. Reappointments to Boards and Commissions
 - Reappoint Michael Antonoplos to a second term on CARFAC
- C. Community Organization Presentations (Wayne Senior Center, Surrey Services, Radnor Memorial Library, Wayne Art Center, Radnor Studio 21, Radnor Historical Society, Radnor Fire Company, and Bryn Mawr Fire Company)
- D. Discussion and Possible Motion to Appoint Ethics Board Solicitor
- E. Discussion of Board Resolution #2011-31 – Requested by Commissioner Booker

PUBLIC SAFETY

- F. Ordinance #2017- 03 - (**Adoption**) – Amending Chapter 104, Section 104-7, False Alarms, to provide for a revised schedule of fines for multiple false alarms per calendar year and to establish a new procedure for issuing and appealing alarm citations

FINANCE & AUDIT

- G. Ordinance #2017-04 - (**Adoption**) Authorizing a change in purpose for certain proceeds of the Township of Radnor’s General Obligation Bonds, Series 2016 to reallocate \$300,000 of funds borrowed for the Villanova-Chew Segment Trail to the Library Improvement Project

COMMUNITY DEVELOPMENT

~~Discussion of possible revisions to the conditions/restrictions previously imposed by the Board of Commissioners in the approval of a Liquor License for Teresa’s Café~~ **Removed Per the Applicant**

- H. Discussion and Possible Action regarding February 8, 2017 DRB decision regarding the Villanova bridge

PUBLIC WORKS & ENGINEERING

- I. SALDO Application #2016-D-13 - **Caucus** – Final Land Development Plan– Academy of Notre Dame de Namur
- J. SALDO Application #2015-D-11 - **Caucus** – Final Land Development Plan – 427 E. Lancaster Avenue
- K. Presentation of the Township Wide Flood Assessment by Daniel Wible, PE, of CH2M
- L. Discussion and Possible Motion Amending the Ordinance Establishing the Stormwater Management Advisory Committee
- M. Motion to Proceed with the Design & Engineering of the Ardrossan Trail

LIBRARY

PUBLIC HEALTH

PARKS & RECREATION

Old Business

New Business

- Discussion and Possible Motion to Authorize a Traffic Study on Pine Tree Rd., to establish empirically, the effectiveness of the Recent Traffic Calming Measures – **Requested by Commissioner Booker**

Public Participation

Adjournment

Parks *11 men*

- Attended all staff meetings
- Cleaned all Park Restrooms, 3 times per week
- Checked the Radnor Bike Trail after all storms
- Repaired benches and trash cans
- Repaired all fences in the parks
- Checked all park playground equipment
- Washed all Parks Dept Vehicles & Equipment
- Repaired swings at tot-lots
- Cleaned garages
- Assisted Highway Dept with Leaf Removal – 8 men
-
- Pruned 22 trees in right of way
- Removed 8 trees in right of way
- Removed 1 tree in parks
- Removed 2 fallen trees from roads at night
- Cleared 1 tree from waterway
- Pruned 16 trees along roadway
- Repaired small equipment
- Setup and cleaned up after all Recreation Dept. events
- Cleaned up all leaves at all Twp Parks
- Shovel and salt all Township sidewalks – 3 men
- Assisted Highway Dept with Snow Removal – 9 men

Sewer *3 men*

- Pumping Stations (5) check and maintain 5 times per week – 100 times per month
- PA One Call markouts – 303 for the month of December
- Cleaned 8 manholes
- Camared sewer lines
- Repaired 2 manholes
- Fueled generators at pumping stations
- 15 stoppages for the month of December
- Assist trash department Monday and Tuesday
- Generators (4) - check and maintain 5 times per week – 80 times per month
- Jet Truck – cleaned 3,210 feet of sewer and storm lines
- Located 4 buried manholes
- Repaired 3 pumping stations
- Assisted Highway Dept with Leaf Removal – 2 men
- Cleaned garages
- Washed all vehicles
- Attended ADL training – all employees

Solid Waste *20 full time and 2 part time men*

- Solid Waste and Recycling collections -7,500 collections 2 times per week
- 70 Open truck collections
- Picked up paint cans at residences as requested
- Curbside Yard Waste Collection – Every Wednesday
- Cleaned road side on State Roads
- Assisted with Highway Dept Leaf Removal
-

Radnor Township
Public Works Department
Monthly Report for January 2017

Building Maintenance 1 man

Maintains & cleans facilities including trash and recycling removal – Administration and Police Building, Public Works Buildings and Radnor Activity Center.

❖ Public Works Facility

- Met Roofing Contractor to inspect breakroom leak. Repair estimate provided and purchase order generated for repair approval.
- Responded to 2 calls from Fire Alarm Monitoring Center – Both due to power outages – Alarms Reset.
- Replacement of PW Facility gate operator – Needs emergency stop switch. Trax engineering will need to re-wire key reader to complete replacement.

❖ Township Building

- Resolved issues with flickering lights at IT control room in Radnorshire Room.
- Met Roofing Contractor to inspect leak from roof in 2nd Floor Administration Area. Repair estimate provided and purchase order generated for repair approval.
- Directed Highway Staff to power wash wooded steps leading to communication tower to remove moss which was creating a safety issue.
- Walked property and inspected all concrete surfaces and noted all bad and inferior concrete walkways. Set up meeting with contractor to get estimate for work.
- Set up meeting for electrician regarding flag pole light fixtures.

❖ Willows Mansion

- Met Roofing Contractor to inspect multiple leads in dormer areas of Willow Roof. Repair estimate provided and purchase order generated for repair approval.
- Checked property inside and out for other issues.
- Checked outside generator. Tested and checked fluid levels.

❖ Radnor Activity Center – Sulpizio Gymnasium

- Responded to numerous calls from monitoring company. Checked to find fault code on smoke detector. Had Simplex Grinnell technician on site to replace smoke detector head and reset control box.

Fleet 3 men

- ❖ Daily routine checkups of police vehicles
– 34 vehicles
- ❖ Vehicle safety inspections for all departments
– 7 vehicles
- ❖ Major Repairs
Unit #16 – Front & rear brakes and rotors
Unit #50 – Fabricated dump body pins
Unit #54 – Replace rear brake chamber
Unit # 9 – Front brakes and rotors, 2 tires
Unit #12 – Replaced right front headlight
Unit #57 – Replaced rear tail light bulb
Unit #K9-2 – Replace front driver seat base
Unit #74 – Replaced trailer receptacle plug, tighten tilt on steering wheel assembly.
Unit #17 – Replaced O2 sensor bank 1
Unit #82 – Replaced front spring u-bolts, and rear

- universal joint on driveshaft
Unit #58 – New remanufactured transmission installed
Unit# 105 – Rebuild transmission (authorized trans.) not completed, will need new transmission case
Unit #31 – Installed new head gasket and seals – replaced all fluids
- ❖ Hydraulic Hose Assemblies – made 8 assemblies in house, 3 out of house
- ❖ Snow Equipment – repaired 30 vehicles with snow equipment problems

❖ Scheduled Vehicle Maintenance

Unit #45	Unit #8
Unit #CH-1	Unit #10
Unit #91	Unit #11
Unit #81	Unit #46

Unit #9

Unit #22

Unit #H-2

Unit #17

- ❖ Repair, Service and Maintain 130 pieces of equipment and vehicles

Highway

11 men

- Attended All Staff meetings
- Installed new traffic signs
- Repaired meters for parking authority
- Installed speed boxes for police dept.
- Cleaned inlets throughout the Township
- Delivered Barricades for various events
- Assisted Sewer Department
- Removed foliage blocking street signs
- Replaced and repaired signs as needed
- Operated the Tub Grinder at Skunk Hollow
- Continued inlet cleaning on the north side
- Met with AQUA (Berwind Rd)
- Met with PECO (Conestoga)
- Hung TV in Township Bldg for Sports Museum
- Cleaned business district
- Cleaned drainage pit along S. Aberdeen Ave
- Cleaned Storm Sewer Lines with the Sewer Department
- Filled pot hole through the Township, including State Roads
- Called Higgins Electric for Traffic Signal Concerns
- Reported Street Light outages to Higgins Electric
- Assisted with trash and recycling
- Washed All Highway Vehicles & Equipment
- Sweeper out cleaning bad spots
- Set up Radnorshire Room for Meetings
- Removed Holiday Banners
- Assisted Refuse Dept with Christmas Tree Collection
- Removed book drop boxes from Library
- Cleaned out corner of yard for storage
- Washed leaf vacs and cleaned trash trucks after completing leaf collection
- Installed Temporary Roadway at Clem Macrone Park – 350 tons of 4” stone
- Cleaned the RAC every A.M.
- Set up Vehicles for Ice and Snow
- 4 Salting Events
- Arranged & operated demo loaders to assist in purchase decision

Parks

11 men

- Attended all staff meetings
- Cleaned all Park Restrooms, 3 times per week
- Checked the Radnor Bike Trail after all storms
- Repaired benches and trash cans
- Repaired all fences in the parks
- Checked all park playground equipment
- Washed all Parks Dept Vehicles & Equipment
- Repaired swings at tot-lots
- Cleaned garages
- Raised all limbs on trails & parks
- Cleared back wood lines on trails & parks
- Pruned 12 trees in right of way
- Removed 7 trees in right of way
- Removed 3 tree in parks
- Removed 6 fallen trees from roads at night
- Cleared 2 tree from waterway
- Pruned 42 trees along roadway
- Repaired small equipment
- Setup and cleaned up after all Recreation Dept. events
- Cleaned up all leaves at all Twp Parks
- Shovel and salt all Township sidewalks – 3 men
- Assisted Highway Dept with Snow Removal – 9 men
- Assisted with trash and recycling

Sewer

3 men

- Pumping Stations (5) check and maintain 5 times per week – 100 times per month
- PA One Call markouts – 230 for the month of January
- Cleaned 12 manholes
- Camared sewer lines
- Repaired 5 manholes
- Fueled generators at pumping stations
- 21 stoppages for the month of January
- Generators (4) - check and maintain 5 times per week – 80 times per month
- Jet Truck – cleaned 4,215 feet of sewer and storm lines
- Located 1 buried manholes
- Repaired 2 pumping stations
- Cleaned garages
- Assisted Highway Dept with Snow Removal – 4 men
- Washed all vehicles
- Assist trash department Monday and Tuesday

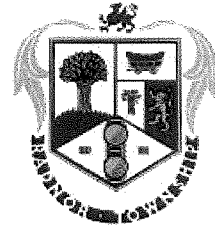
Solid Waste

19 full time and 0 part time men

- Solid Waste and Recycling collections -7,500 collections 2 times per week
- 79 Open truck collections
- Washed all refuse vehicles
- Curbside Yard Waste Collection – Every Wednesday
- Cleaned road side on State Roads
- Picked up paint cans at residences as requested

Interoffice Memorandum

TO: BOARD OF COMMISSIONERS
FROM: KEVIN KOCHANSKI, DIRECTOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
SUBJECT: JANUARY MONTHLY REPORT
DATE: FEBRUARY 1, 2017
CC: ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



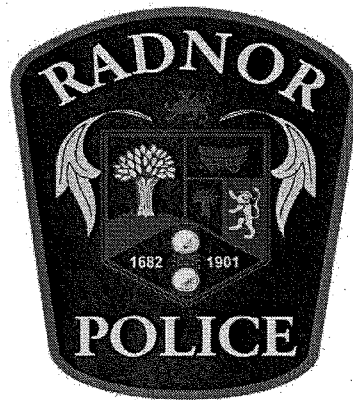
**Community Development
Department**

Attached for your review is the Community Development Monthly Report for the month of January 2017. Please note the following highlights:

- Building Permit Fee Revenue totaled \$1,083,281.00 with 58 permits issued
 - Electric Permit Fee Revenue totaled \$288,716.00 with 46 permits issued
 - Fire Permit Fee Revenue totaled \$150.00 with 1 permit issued
 - Mechanical Permit Fee Revenue totaled \$51,162.00 with 30 permits issued
 - Plumbing Permit Fee Revenue totaled \$16,592.00 with 37 permits issued
 - Zoning Permit Fee Revenue totaled \$675.00 with 10 permits issued
 - Banner Permit Fee Revenue totaled \$100.00 with 2 permits issued
 - Design Review Board Application Fee Revenue totaled \$2,000.00 with 11 applications received
 - Historic and Architectural Review Board Revenue totaled \$100.00 with 2 applications received
 - Zoning Hearing Board Revenue totaled \$2,350.00 with 3 applications received
-
- Permit and application revenue for January 2017: \$1,445,126.00
 - Permit and application revenue year to date: \$1,445,126.00
-
- Permits and applications for January 2017: 200
 - Permits and applications year to date: 200
-
- Inspections conducted for January 2017: 504
 - Inspections conducted year to date: 504

RADNOR TOWNSHIP POLICE DEPARTMENT

Monthly Report



December 2016

**William A. Colarulo
Police Superintendent**



RADNOR TOWNSHIP POLICE DEPARTMENT

**301 IVEN AVENUE
WAYNE, PENNSYLVANIA 19087-5297
OFFICE: (610) 688-0503
FAX: (610) 688-1238**

**WILLIAM A. COLARULO
POLICE SUPERINTENDENT**

Executive Summary

December 2016

The Radnor Police Department responded to 1,597 calls for service for the month of December 2016. Radnor Officers issued 204 traffic citations for motor vehicle violations. 19 non-traffic citations were issued for various summary offenses such as Disorderly Conduct, Underage Drinking and Public Drunkenness. A total of 756 parking tickets were issued for expired meter violations. Radnor Police Officers made 23 misdemeanor/felony arrests during December 2016.

Radnor Township Police Department
December Accidents / Violations / Investigations / Juvenile Report

Accidents	Dec-16	YTD 2016	Dec-15	YTD 2015	YTD from 16 to 15
Accidents - Fatal	0	1	0	1	0
Accidents - Reportable- With Injuries	8	57	14	87	-30
Accidents - Reportable - No Injuries	19	160	14	174	-14
Accidents - Non Reportable	56	547	55	641	-94
Accidents - Hit & Run	12	116	14	143	-27
Accidents - No Report	6	82	7	89	-7
Pedestrian Accidents - With Injuries	0	0	0	0	0
Pedestrian Accidents - Fatal	0	1	0	0	1
Total Accidents	101	964	104	1135	-171
Violations					
Arrests - Felony & Misdemeanor	23	220	17	209	11
Traffic Violations	204	6029	162	5063	966
Non-Traffic Violations	19	519	43	586	-67
Parking Meter Violations	756	13266	1017	14976	-1710
Abandoned Vehicles	1	11	2	11	0
Total Violations	1003	20045	1241	20845	-800
Complaints					
Complaints	1374	17178	1218	15902	1276
Unlocked Businesses	12	111	6	93	18
Alarms	148	1610	126	1644	-34
Animal Complaints	9	174	15	194	-20
Total Complaints	1543	19073	1365	17833	1240

PATROL HIGHLIGHTS



1st Platoon: Sergeant Shawn Dietrich
3rd Platoon: Sergeant Mark Stiansen

2nd Platoon: Sergeant Joseph Pinto
4th Platoon: Sergeant Anthony Radico

December 2016

On December 1st, Del Com reported a motor vehicle theft on Woods Lane. Del Com advised that a vehicle was being taken from a resident's garage. Officers canvassed the area with negative results. Chester County, Montgomery County, PSP Media and Belmont were notified. Upon arrival, contact was made with the resident who said he woke up to the garage door being opened, looked out the window and saw the vehicle's lights on. The resident stated that the back door was unlocked and the keys were left by the door.

On December 2nd, an anonymous caller reported a w/f walking two dogs in the grassy area along Liberty Lane which is private. Officer reported checking the area and unable to locate any persons or dogs.

On December 3rd, a male student from Cabrini University who was at the Giant store reported his vehicle was keyed. Officers met with the male who provided a written statement of the incident.

On December 5th, Del Com reported theft from a vehicle on Forrest Road. Officers made contact with the vehicle owner who stated that she left the doors to the vehicle open overnight and the next day noticed her work bag missing. She was given a property report to complete and return.

On December 6th, a resident reported an unknown w/m knocked on her door stating he was lost. The subject walked off in an unknown direction. Officers checked the area with negative results. Due to the recent theft from vehicles, Officers remained in the area for a substantial amount of time after clearing.

On December 7th, a female called to report that her wallet was taken out of her purse at Penn Medicine. She stated she was there for an appointment and noticed later in the day that her wallet was missing. Later, she called the Police Department and left a voicemail that she was mistaken and the wallet had been found.

On December 9th, a passerby reported a fight involving a large group of juveniles in front of 310 East Lancaster Avenue. Officers reported to the location, however, no one was found to be fighting.

On December 10th, a male and his son came to the Police Department to report a suspicious person. Officer made contact with the individuals who stated that his son was receiving strange messages on Facebook from an adult male. The son completed a written statement.

On December 13th, an anonymous caller reported loud music on Highland Avenue. Officer made contact with the resident who was listening to music. Officer advised the resident to be aware of the neighbors and the time of night.

On December 14th, Officers reported patrolling the area of the 500 block of Conestoga Road after a burglary. A suspicious person was seen exiting Chaumont Drive at Conestoga Road on foot. Officer conducted a pedestrian stop of a male who advised he had just left from visiting a friend on Chaumont Drive which was confirmed. The male was checked with negative results.

On December 16th, while conducting a vehicle inspection, Officer reported multiple scratches on the rear, driver's side of RTPD vehicle #6.

On December 17th, a female reported a possible intoxicated male walking down West Lancaster Avenue. Officers arrived and located the male who was visibly intoxicated. The male was at a bar with friends and was walking back to Conshohocken where he lived. The male did not know where he was. Officers notified Del Com to dispatch RFCA for an evaluation. RFCA transported him to Paoli Hospital.

On December 19th, a female came to the Police Station to report a theft. Officer spoke with the female who stated that on 12/8/16, someone took her North Face jacket from the coat closet at 591 East Lancaster Avenue where she is employed. She completed a written statement and property report.

On December 20th, Officer observed an unoccupied truck parked in the rear of the school at 272 Bryn Mawr Avenue. Officer made contact with the occupants who advised they were just finishing a basketball game.

On December 21st, a resident of Creek Drive requested Police to investigate a gas like smell in the building. Police and RFC responded and found an employee doing work on the bottom floor involving a sewage pipe. RFC cleared without incident.

On December 22nd, Chester County dispatch advised Tredyffrin Police Department searching for a pickup involved in several thefts. Officer reported while checking with TPD, they had stopped the vehicle on Upper Gulph Road at Radnor Road. The operator of the vehicle fled the stop and a check of the surrounding area yielded negative results.

On December 23rd, a resident of Overhill Road reported a theft discovered at his residence. The resident received delivery confirmation of packages two days prior. The packages were removed from his porch. He completed a statement form and property report. There was a loss of seven items. A yellow incident card was issued on scene.

On December 26th, a resident of Gulph Creek Road reported a possible burglary in progress. Del Com reported the complainant stated a w/m was possibly attempting to get into the basement. Upon arrival, police encountered the subject in front of the residence. He was detained at that time. The subject was turned over to his mother who was advised of the incident.

On December 29th, the Birmingham Police Department in Chester County requested police make contact with the father of a female in Radnor Township and have him call the listed number in reference to picking up the female after a public intoxication arrest.

Calls for Service - by UCR Code

Incidents Reported Between 12/01/2016 and 12/31/2016

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0512	BURGLARY-FORCED ENTRY-RESIDENCE-DAY	1			
0514	BURGLARY-FORCE ENTRY-NON-RESID-NIGHT	1			
0523	UNLAWFUL ENTRY-NO FORCE-RESIDENCE-UNK.	1			
0590	BURGLARY - REPORTS	0	1		
0613	THEFT-\$200 & OVER-RETAIL THEFT	1			
0614	THEFT-\$200 & OVER-FROM AUTO (EXCPT 0615)	1			
0616	THEFT-\$200 & OVER-BICYCLES	1			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	6			
0619	THEFT-\$200 & OVER-ALL OTHER	5			
0625	THEFT-\$50-\$200-AUTO PARTS & ACCESSORIES	1			
0627	THEFT-\$50 TO \$200-FROM BUILDINGS	1			
0633	THEFT-UNDER \$50-RETAIL THEFT	1			
0634	THEFT-UNDER \$50-FROM AUTO (EXCEPT 0635)	4			
0639	THEFT-UNDER \$50-ALL OTHER	1			
0713	M.V. THEFT - AUTOS - DRIVEWAY	0	1		
0800	ASSAULTS - OTHER ASSAULTS (SIMPLE)	1			
0810	SIMPLE PHYSICAL ASSAULTS	1			
0890	ASSAULTS - (SIMPLE) REPORTS	2			
1100	FRAUD	3	1		
1130	FRAUD - ALL OTHERS (FLIM-FLAM, ETC.)	3	1		
1150	FRAUD - CREDIT CARDS	5			
1191	FRAUD - REPORTS	4			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	4			
1440	CRIMINAL MISCHIEF - ALL OTHER	2			
1490	CRIMINAL MISCHIEF - REPORTS	1			
1810	DRUG VIOLATIONS	1			
1812	NARCOTICS-SALE-MARIJUANA, HASHISH, ETC.	1			
1831	NARCOTICS-POSSESSION-MORPHINE, HEROIN, ETC	2	1		
1832	NARCOTICS-POSSESSION-MARIJUANA, ETC.	5	1		
2121	DRIVE UNDER INFLUENCE - DRUGS	1	1		
2122	DRIVE UNDER INFLUENCE - DRUGS-IMPAIRED	2	1		
2211	LIQUOR LAW-UNDERAGE-PURCH, CONSMP, POSSES	2			
2300	PUBLIC DRUNKENESS	2			
2410	HARASSMENT BY COMMUNICATION	3			
2450	HARASSMENT	2			
2600	ALL OTHER CRIMES CODE VIOLATIONS	1			
2635	ALL OTHERS-BUILDING CODE(ORDINANCE VIO.)	0		1	
2640	ALL OTHER ORDINANCE VIOLATIONS	1			
2647	ALL OTHERS - PROTECTIVE ORDERS	2			
2656	ALL OTHER - THREATS (KILL, BOMB, PHONE, ETC	1			
2660	TRESPASSING OF REAL PROPERTY	1			
2900	JUVENILE RUNAWAYS	6			
2910	LOST/MISSING PROPERTY	5			
3000	LOST/RECOVERED PROPERTY	2			
3200	CHECK ON WELFARE	3			
3300	CIVIL DISPUTES	6	3		
3320	DOA	1			
3500	DISTURBANCE - DISORDERLY PERSONS	5	1		

Calls for Service - by UCR Code

Incidents Reported Between 12/01/2016 and 12/31/2016

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3501	DISTURBANCE-COMPLAINT OF NOISE, MUSIC, ETC	4			
3520	DOMESTIC PROBLEM (NO ARREST)	16	1		
3610	DISTURBANCES-JUVENILE	3			
3620	DISTURBANCES-OTHER (FIGHTS, DISPUTES, ETC)	7			
3650	PECO-ENEGY NOTIFICATION/POWER OUTAGES	1	1		
3700	FIRE - RESIDENTIAL	1			
3703	FIRE-ALL OTHERS	7			
3850	HAZARDOUS CONDITIONS	3			
3871	MEDICAL EMERGENCY - AED USED BY PD	0	1		
3880	OPEN DOORS/WINDOWS - DISCOVERED	0	1		
3900	GAS LEAKS (NATURAL GAS)	3			
4000	JUVENILE PROBLEMS (NO ARREST)	2			
4018	NON-CRIMINAL-ST. LIGHT OUT, ST. REPAIRS.	1			
4200	MISSING PERSONS(EXCEPT JUVENILES)	2			
4300	MENTAL HEALTH-EMERG.302/SUICIDE ATTEMPTS	1			
4301	MENTAL HEALTH-ALL OTHERS	7			
4400	OFFICER INJURED ON DUTY	1			
4500	OPEN DOORS/WINDOWS	12			
4600	ORDINANCE VIOL.-EXCEPT BURNING/SOLICIT	1	1		
4650	POLICE INFORMATION	35			
4655	CID/DTF INVESTIGATION	1	1		
4660	911 HANG UP CALL	34			
4700	ADDED PATROL-REQUEST FOR	29		1	
4701	ADDED PATROL - BUSINESS CHECKS	119	1		
4702	ADDED PATROL - SCHOOL CHECKS	45			
4800	SOLICITING-WITHOUT PERMIT	1			
4801	SOLICITING-COMPLAINTS	1			
4900	SUSPICIOUS PERSON	27			
4901	SUSPICIOUS CIRCUMSTANCE	31	2		
4902	SUSPICIOUS VEHICLES	23			
5000	TELEPHONE CALLS-HARASSING/SUSPICIOUS	8			
5004	LOST & FOUND - FOUND ARTICLES	4			
5006	LOST & FOUND - LOST ANIMAL	4			
5008	LOST & FOUND - LOST ARTICLES	3			
5100	TRAFFIC SIGNALS-DAMAGED/NEED REPAIR	4			
5200	TRAFFIC HAZARD-POTHoles/OBSTRUCTIONS/ICE	4			
5300	TREES DOWN AND/OR BLOCKING ROADWAY, ETC	4			
5400	VEHICLES-ABANDONED	3			
5401	VEHICLES-ASSIST MOTORIST(INCL LOCKOUTS)	16			
5402	VEHICLES-DISABLED	18			
5403	VEHICLES-MV VIOLATIONS & MVV COMPLAINTS	32	2	1	
5404	VEHICLES-PARKING COMPLAINTS	18			
5405	VEHICLES-TOWED	7			
5500	WATER MAIN BREAK/WATER CO. PROBLEMS	3			
5501	WIRES DOWN - NO HAZARD	5			
5506	ANIMAL COMPLAINTS - STRAY ANIMALS	6			
5510	ANIMAL COMPLAINTS - OTHER	10			
5590	ANIMAL COMPLAINTS - REPORTS	1			

Calls for Service - by UCR Code

Incidents Reported Between 12/01/2016 and 12/31/2016

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
6001	ACCIDENT - WITH INJURIES	8			
6002	ACCIDENT - NO INJURIES (REPORTABLE)	19			
6003	ACCIDENT - NON REPORTABLE	56			
6004	ACCIDENT - HIT & RUN	12	1		
6005	ACCIDENT - NO REPORT DONE	6			
6312	TRAFFIC ENFORCEMENT - WARNINGS	3			
6390	TRAFFIC ENFORCEMENT - REPORTS	1			
6606	TRAFFIC RELATED - DIRECT TRAFFIC	11			
6614	TRAFFIC RELATED - OTHER TRAFFIC	5			
7002	NOTIFICATION - COMMUNITY DEVELOPMENT	2			
7006	NOTIFICATION - HIGHWAY DEPT.	5			
7008	NOTIFICATION - SEWER DEPT.	3			
7014	PUBLIC SERVICE - OTHERS (OFFICER ASSIST)	8			
7504	ASSIST OTHER AGENCIES - OTHER POLICE	1			
7506	ASSISTING OTHER AGENCIES - ALL OTHERS	3			
7590	ASSISTING OTHER AGENCIES - REPORTS	1			
8000	BURG/HOLDUP/PANIC ALARM - CIT ISSUED	4			
8001	BURG/HOLDUP/PANIC ALARM - NO CITATION	118			
8003	FIRE/MEDICAL ALARM - NO CITATION	25			
8004	ANY ALARM- SEVERE WEATHER- NO CITATION	1			
8590	CITIZEN COMPLAINT REPORT	1			
9000	ANIMALS - DOG COMPLAINTS	1			
9002	ANIMALS - ALL OTHER	3			
9003	ANIMALS-BITES	1			
9005	ANIMALS - ALL INVOLVING DEER	3			
9007	ANIMALS-CAT COMPLAINTS	1			
9038	K-9 ASSIST	5	2		
9040	ASSIST LOWER MERION PD	8			
9041	ASSIST HAVERFORD PD	4			
9045	ASSIST TREDYFFRIN PD	2			
9047	ASSIST PSP	1			
9049	ASSIST VUPD	6			
9050	ASSIST SICK/INJURED	141	1		
9051	ASSIST AMBULANCE	7	1		
9052	ASSIST OTHER POLICE DEPARTMENT	4	2		
9055	ASSIST SICK/INJURED ALCOHOL/DRUG RELATED	5	1		
9092	ADMINISTRATION-EQUIPMENT REPAIR NEEDED	0	1		
9966	SELECTIVE ENFORCEMENT-CITATION ISSUED	74	1		
9968	SELECTIVE ENFORCEMENT-WARNING ISSUED	57	1		
9970	SELECTIVE ENFORCEMENT-NO ISSUANCE	83			
9972	MOTOR OFFICER ACTIVITY	0	2	1	
9999	MISCELLANEOUS	1			
CITN	NON-TRAFFIC CITATION	19			
CITT	TRAFFIC CITATION	204			
Total Calls		1,597			

Radnor Township Police Department
December 2016 Property Stolen Recovered Report

Type of Property	Dec-16 Stolen	2016 YTD Stolen	Dec-16 Recovered	2016 Y-T-D Recovered
Currency, Notes, Stocks Etc.	\$836.00	\$49,408.00	\$0.00	\$2,987.00
Clothing & Furs	\$689.00	\$5,001.00	\$50.00	\$240.00
Locally Stolen Motor Vehicles	\$75,000.00	\$537,350.00	\$75,000.00	\$80,500.00
Office Equipment	\$3,382.00	\$33,483.00	\$0.00	\$200.00
Televisions, Radios, Cameras	\$1,917.00	\$3,817.00	\$0.00	\$200.00
Firearms	\$0.00	\$0.00	\$0.00	\$0.00
Household Goods	\$5,477.00	\$20,342.00	\$0.00	\$185.00
Consumable Goods	\$0.00	\$48.00	\$0.00	\$0.00
Jewelery & Precious Metals	\$83,116.00	\$206,391.00	\$0.00	\$45.00
Livestock	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$2,886.00	\$62,091.00	\$0.00	\$604.00
Total Property Value	\$173,303.00	\$917,931.00	\$75,050.00	\$84,961.00

Radnor Township Police Department
December 2016 Crime Report

CLASS 1 Offenses							
Offense	Inc 12/16	Inc YTD 16	Clr'd 12/16	Clr'd YTD 16	Inc YTD 15	Clr'd YTD 15	Inc YTD 16 to 15
Criminal Homicide	0	0	0	0	0	0	0
Forcible Rape	0	1	0	1	0	0	1
Robbery	0	0	0	0	3	0	-3
Assault	2	39	0	20	43	17	-4
Burglary	3	31	0	2	30	5	1
Larceny	22	252	2	22	231	15	21
Auto Theft	0	10	0	0	13	1	-3
Arson	0	0	0	0	0	0	0
Total Class 1 Off.	27	333	2	45	320	38	13
CLASS 2 Offenses							
Vandalism	7	122	0	0	114	1	8
Illegal Drugs	9	81	6	56	87	64	-6
DUI	3	47	3	45	57	49	-10
Disorderly Conduct	5	95	1	32	94	17	1
Fraud Related	15	169	1	2	172	0	-3
Underage Drinking	2	19	0	15	31	25	-12
All Other Class 2	4	99	9	64	112	68	-13
Total Class 2 Off.	45	632	20	214	667	224	-35
Grand Total	72	965	22	259	987	262	-22

Radnor Township Police Department
December 2016 Burglary Report

<i>Time of Day</i>	Res-Forced	Res-No Force	Res-Attempt	Non Res-Forced	Non Res-No Force	Non Res-Attempt
Day (6 AM to 6 PM)	1	0	0	0	0	0
Night (6 PM to 6 AM)	0	0	0	1	0	0
Time Unknown	0	0	0	0	1	0
Total Burgs - 12/16	1	0	0	1	1	0
Total Burgs - YTD	14	4	3	7	2	1
Burglaries by Area						
Patrol Area	District	Burgs 12/16	Burgs YTD 16			
Northeast Beat	1	1	7			
Northwest Beat	2	1	16			
Southwest Beat	3	0	3			
Southeast Beat	4	1	5			
Villanova University	7	0	0			
Total Burglaries		3	31			

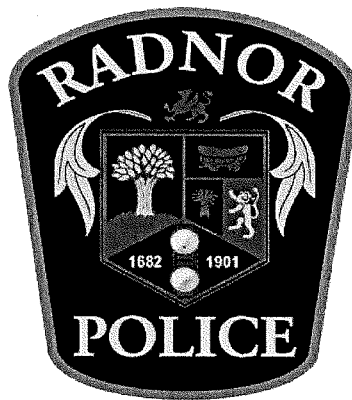
Radnor Township Police Department

2016 Deer Summary

Date	Time	2016 Total Deer Incidents Location	54	21	13	8	8	4	Incident Narrative
			M / F	Killed Auto	Inj Auto	Killed Other		Others	
1/6/2016	17:30	Bryn Mawr Ave. & Harvard La.	F	1					Penn Dot Notified
1/12/2016	12:34	500 East Lancaster Ave.	U				1		Gone Upon Arrival
1/12/2016	13:40	Hunt Rd. & Bryn Mawr Ave.	U	1					Penn Dot Notified
1/16/2015	17:19	320 Malin Road	U		1				Gone Upon Arrival
1/17/2016	11:30	18 Oakford Road	U				1		Gone Upon Arrival
1/20/2016	7:18	800 Bryn Mawr Ave.	U		1				Gone Upon Arrival
1/21/2016	11:00	583 County Line Rd.	F			1			Private Removal
1/21/2016	15:45	517 Fox Run La.	U			1			Private Removal
2/1/2016	19:20	Bryn Mawr & Sturbridge	U	1					Penn Dot Notified
2/4/2016	21:00	743 King of Prussia Rd.	U	1					Gone Upon Arrival
2/7/2016	17:16	411 Louella Ave.	U		1				Gone Upon Arrival
2/12/2016	23:03	Newtown Rd. & Abrahams La.	U		1				Gone Upon Arrival
2/14/2016	9:02	1001 Eagle Rd.	U		1				Gone Upon Arrival
2/14/2016	21:53	Darby Paoli Rd. & Sawmill Rd.	U		1				Gone Upon Arrival
2/17/2016	18:37	451 Bryn Mawr Ave.	U	1					Penn Dot Notified
2/18/2016	15:15	107 Leighton Dr.	U			1			Private Removal
2/26/2015	18:45	Bryn Mawr Rd. & Mill Rd.	U				1		Gone Upon Arrival
3/10/2016	9:08	314 Countryview Drive	U			1			Private Removal
3/21/2016	17:10	Sproul Rd. & Bryn Mawr Ave.	U				1		Gone Upon Arrival
4/1/2016	10:33	Bryn Mawr & Countryview	M	1					Penn Dot Notified
4/19/2016	13:20	853 Bryn Mawr Ave.	U	1					Penn Dot Notified
4/28/2016	14:58	735 Darby Paoli Rd.	U			1			Game Commission
5/9/2016	21:10	480 Bryn Mawr Avenue	U		1				Gone Upon Arrival
5/17/2016	8:06	853 Goshen Road	U	1					Penn Dot Notified
5/20/2016	10:04	Sproul Rd. & Spring Mill Rd.	U				1		Gone Upon Arrival
5/26/2016	11:14	435 E. Lancaster Ave.	U				1		Gone Upon Arrival
6/20/2016	13:04	837 Goshen Rd.	M	1					Penn Dot Notified
6/20/2016	19:57	Conestoga Rd. & Sproul Rd.	U		1				Gone Upon Arrival
7/2/2016	22:25	219 Sugartown Road	U					1	Gone Upon Arrival
7/11/2016	10:40	666 Earles Lane	U				1		Gone Upon Arrival
7/18/2016	5:37	610 King of Prussia Road	U		1				Gone Upon Arrival
8/2/2016	6:34	Ithan Valley Park	U			1			Penn Dot Notified
8/4/2016	18:54	164 Conestoga Road	U				1		Gone Upon Arrival
8/9/2016	14:27	123 W. Lancaster Ave.	U	1					Penn Dot Notified
8/28/2016	12:15	218 Strafford Avenue	F			1			Gone Upon Arrival
9/4/2016	20:23	663 Church Road	M	1					Game Commission
9/9/2016	6:44	793 Darby Paoli Road	F	1					Penn Dot Notified
9/24/2016	15:55	Eagle Rd. & N. Wayne Ave.	U		1				Gone Upon Arrival

RADNOR TOWNSHIP POLICE DEPARTMENT

Monthly Report



January 2017

**William A. Colarulo
Police Superintendent**



RADNOR TOWNSHIP POLICE DEPARTMENT

**301 IVEN AVENUE
WAYNE, PENNSYLVANIA 19087-5297
OFFICE: (610) 688-0503
FAX: (610) 688-1238**

**WILLIAM A. COLARULO
POLICE SUPERINTENDENT**

Executive Summary

January 2017

The Radnor Police Department responded to 2,144 calls for service for the month of January 2017. Officers issued 576 traffic citations for motor vehicle violations. 58 non-traffic citations were issued for various summary offenses such as Disorderly Conduct, Underage Drinking and Public Drunkenness. A total of 926 parking tickets were issued for expired meter violations. Radnor Police Officers made 16 misdemeanor/felony arrests during January 2017.

Radnor Township Police Department
January 2017 Accidents / Violations / Investigations / Juvenile Report

Accidents	Jan-17	YTD 2017	Jan-16	YTD 2016	YTD from 17 to 16
Accidents - Fatal	0	0	0	0	0
Accidents - Reportable- With Injuries	5	5	2	2	3
Accidents - Reportable - No Injuries	12	12	19	19	-7
Accidents - Non Reportable	41	41	41	41	0
Accidents - Hit & Run	7	7	10	10	-3
Accidents - No Report	10	10	5	5	5
Pedestrian Accidents - With Injuries	0	0	0	0	0
Pedestrian Accidents - Fatal	0	0	0	0	0
Total Accidents	75	75	77	77	-2
Violations					
Arrests - Felony & Misdemeanor	16	16	11	11	5
Traffic Violations	576	576	299	299	277
Non-Traffic Violations	58	58	28	28	30
Parking Meter Violations	926	926	1369	1369	-443
Abandoned Vehicles	1	1	0	0	1
Total Violations	1577	1577	1707	1707	-130
Complaints					
Complaints	1510	1510	1337	1337	173
Unlocked Businesses	16	16	9	9	7
Alarms	103	103	140	140	-37
Animal Complaints	8	8	18	18	-10
Total Complaints	1637	1637	1504	1504	133

PATROL HIGHLIGHTS



1st Platoon: Sergeant Shawn Dietrich
3rd Platoon: Sergeant Mark Stiansen

2nd Platoon: Sergeant Joseph Pinto
4th Platoon: Sergeant Anthony Radico

January 2017

On January 1st, a male Uber driver reported criminal mischief on Berwind Road. He stated that he observed a damaged mailbox. Officer arrived and reported the damage in addition to two other mailboxes in the area. Officer left an incident card in all three mailboxes.

On January 2nd, Officer reported a burglary discovered on Meadowbrook Avenue. The front door of a residence was forced; police clear with negative results for any trespassers. Detectives contacted the homeowner and waited on scene until they arrived.

On January 3rd, Del Com reported vandalism discovered at Odorisio Park, in the bathroom storage. Upon arrival, Officer observed the hasp lock was damaged but there did not appear that any items or access was gained into the storage area.

On January 5th, the Manager of the Wessex House Apartments requested added patrol due to vandalism to vehicles in the rear of the complex.

On January 7th, Officer reported a suspicious occupied vehicle parked in the 260 block of Gulph Creek Road. Officer made contact with the driver and the passenger who stated they stopped in the park to talk. Both were checked in CLEAN/NCIC, with negative results. Officer noticed the vehicle did not have a valid inspection and emissions. Citations for inspection, emissions and park hours were given.

On January 9th, a resident called to report criminal mischief discovered at a vacant property at 517 Conestoga Road. There was graffiti on the first floor and second floors. Officer took photos of the interior of the house. Community Development Codes Official was notified and responded.

On January 10th, Del Com reported a theft reported in the 400 block of Eagle Road. The resident was awaiting the arrival of the package. He received a text notification stating the package was delivered but he never received the package. He wanted the incident documented.

On January 11th, Del Com reported that Radnor Fire Company was going to 163 East Lancaster Avenue for smoke from a manhole cover. The manhole cover was found to be a PECO cover. PECO was dispatched and worked in the area until it was safe for RFC and RPD to leave the scene.

On January 12th, Officer reported a mailbox on Malin Road was found lying in the street. The mailbox did not appear damaged. The mailbox was placed on the top of the post with an incident card.

On January 13th, DEL COM reported a theft that occurred at Bed, Bath & Beyond located at 500 East Lancaster Avenue. A w/m removed two vacuum cleaners from the store and was last seen getting into his vehicle and heading westbound on Lancaster Avenue.

On January 15th, a resident of Longchamps Drive reported a theft from her automobile overnight. The vehicle was unlocked and a pair of prescription glasses were stolen from the vehicle. Officer gave the resident a yellow incident card.

On January 16th, a resident of Haymarket Lane reported a suspicious piece of mail received. Detectives logged the envelope into evidence. There was no return address on the envelope.

On January 18th, a resident reported a vehicle on fire in the parking lot of 108 Charles Drive, Home Properties of Bryn Mawr. Officers made contact with the owner of the vehicle and BMFC arrived and began to extinguish the fire. Police cleared all tenants from the building due to flames and smoke. Several vehicles were ticketed/towed for parking in fire lanes and obstructing traffic. Officers made contact with the vehicle owners who filled out a written statement. Three vehicles were damaged. Officer spoke to staff at the Leasing Office and provided them with a yellow card. A maintenance worker came to the building to lock all the apartments and police cleared.

On January 19th, VUPD requested police with assistance in identifying a subject on campus. Officer made contact with VUPD and they advised that SEPTA had removed an individual from the train that was on campus without permission. The subject was checked through NCIC with negative results.

On January 21st, a resident of Lakeview Circle called an ambulance for a dog bite. Two small dogs were fighting and when she went to pull them apart, she was bitten by the dog. Radnor Ambulance dressed the wound. Both dogs shots were current.

On January 22nd, Officer reported a handicap sign and metal post lying on Charles Drive. The post was ripped out of the ground and thrown into the roadway.

On January 24th, Radcliffe House Apartments reported a gas leak inside an apartment. Police made contact with the resident of the apartment showed how her stoves pilot was clicking and a slight odor of gas was present. BMFC arrived on scene and disconnected the stove and shut the gas valve off. The resident would contact maintenance in the morning.

On January 25th, a caller reported an ongoing problem with barking dogs on Tower Road. Contact was made with the resident who explained that she has two dogs with unrestricted access to the house. She was advised of the complaint and will be mailed a citation for noise violation.

On January 27th, Officer, while on patrol, could hear a loud party coming from 201 David Drive. Officer made contact with the residents and both females were cooperative in shutting down the party. Both were informed that they would receive a citation for noise violation.

On January 28th, Officer reported being stopped by a resident of Black Friar Road regarding a theft from her vehicle. She noticed packages missing from her vehicle. The vehicle was unlocked overnight and missing were three pairs of sunglasses valued at approximately \$1,000.00 and a gas credit card.

On January 29th, a resident from 290 King of Prussia Road reported a suspicious person, a w/m walking around the office buildings without permission. Officer made contact and was advised that he had recently moved out from nearby and had nowhere to stay. The male advised he was feeling depressed and agreed to speak with someone at BMH. RFC transported the male to BMH for further evaluation.

On January 31st, an Officer reported a suspicious w/m in the lower lot of The Police Headquarters who was acting strange inside his vehicle. Officers made contact with the male who explained that he suffered from Multiple Sclerosis and was getting tired and decided to pull over. He left the area without incident.

Calls for Service - by UCR Code

Incidents Reported Between 01/01/2017 and 01/31/2017

**RADNOR TOWNSHIP**

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0410	AGGRAVATED ASSAULT	1			
0440	ASSAULT - ATROCIOUS- HANDS,FISTS,FEET	3			
0613	THEFT-\$200 & OVER-RETAIL THEFT	1			
0614	THEFT-\$200 & OVER-FROM AUTO (EXCPT 0615)	1			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	1			
0619	THEFT-\$200 & OVER-ALL OTHER	1			
0623	THEFT-\$50 TO \$200-RETAIL THEFT	1			
0626	THEFT-\$50 TO \$200-BICYCLES	1			
0629	THEFT-\$50 TO \$200-ALL OTHER	1			
0631	THEFT-UNDER \$50-POCKET PICKING	1			
0634	THEFT-UNDER \$50-FROM AUTO (EXCEPT 0635)	2			
0637	THEFT - UNDER \$50 - FROM BUILDINGS	1			
0810	SIMPLE PHYSICAL ASSAULTS	5			
1100	FRAUD	1			
1130	FRAUD - ALL OTHERS (FLIM-FLAM, ETC.)	1			
1150	FRAUD - CREDIT CARDS	2			
1190	FRAUD-ALL OTHER(FLIM FLAM,CONFIDENCE	2			
1191	FRAUD - REPORTS	3			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	6	1		
1430	CRIMINAL MISCHIEF - PUBLIC BUILDINGS	1			
1440	CRIMINAL MISCHIEF - ALL OTHER	5			
1490	CRIMINAL MISCHIEF - REPORTS	0	1		
1500	WEAPONS-CARRYING,POSSESSING,ETC.	1			
1532	WEAPONS - POSSESSION - KNIFE	1			
1812	NARCOTICS-SALE-MARIJUANA, HASHISH, ETC.	1			
1832	NARCOTICS-POSSESSION-MARIJUANA,ETC.	5	1		
2111	DRIVING UNDER THE INFLUENCE - ALCOHOL	3			
2112	DRIVE UNDER INFLUENCE-ALCOHOL-IMPAIRED	0	1		
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSMP,POSSES	3	2		
2230	LIQUOR LAW-ALL OTHER VIOLATIONS	0	1		
2300	PUBLIC DRUNKENESS	5			
2400	DISORDERLY CONDUCT	4	1		
2410	HARASSMENT BY COMMUNICATION	1			
2450	HARASSMENT	2	1		
2480	DISORDERLY CONDUCT-ALL OTHERS	1			
2600	ALL OTHER CRIMES CODE VIOLATIONS	1			
2640	ALL OTHER ORDINANCE VIOLATIONS	10		1	
2647	ALL OTHERS - PROTECTIVE ORDERS	3			
2660	TRESPASSING OF REAL PROPERTY	2			
2900	JUVENILE RUNAWAYS	17			
2910	LOST/MISSING PROPERTY	1			
3200	CHECK ON WELFARE	5	1		
3300	CIVIL DISPUTES	5			
3320	DOA	1			
3500	DISTURBANCE - DISORDERLY PERSONS	11		1	
3501	DISTURBANCE-COMPLAINT OF NOISE,MUSIC,ETC	4	1		
3520	DOMESTIC PROBLEM (NO ARREST)	14		1	
3610	DISTURBANCES-JUVENILE	2			

Calls for Service - by UCR Code

Incidents Reported Between 01/01/2017 and 01/31/2017

**RADNOR TOWNSHIP**

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3620	DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	3			
3650	PECO-ENEGY NOTIFICATION/POWER OUTAGES	4			
3701	FIRE-COMMERCIAL	1			
3702	FIRE-VEHICLE	1			
3703	FIRE-ALL OTHERS	5			
3810	SERVICE CALL-ALARMS-UNFOUNDED-EXCPT FIRE	2			
3840	FIRES (INCLUDING ALARMS-FOUNDED/UNFOUND)	2			
3850	HAZARDOUS CONDITIONS	5			
3880	OPEN DOORS/WINDOWS - DISCOVERED	1			
3900	GAS LEAKS (NATURAL GAS)	4			
4000	JUVENILE PROBLEMS (NO ARREST)	13			
4018	NON-CRIMINAL-ST. LIGHT OUT, ST. REPAIRS.	2			
4200	MISSING PERSONS(EXCEPT JUVENILES)	3			
4300	MENTAL HEALTH-EMERG.302/SUICIDE ATTEMPTS	4			
4301	MENTAL HEALTH-ALL OTHERS	10			
4400	OFFICER INJURED ON DUTY	2			
4500	OPEN DOORS/WINDOWS	16	1		
4600	ORDINANCE VIOL.-EXCEPT BURNING/SOLICIT	2			
4650	POLICE INFORMATION	60			
4660	911 HANG UP CALL	27			
4700	ADDED PATROL-REQUEST FOR	42	2		
4701	ADDED PATROL - BUSINESS CHECKS	113	3		
4702	ADDED PATROL - SCHOOL CHECKS	77			
4801	SOLICITING-COMPLAINTS	1			
4900	SUSPICIOUS PERSON	22			
4901	SUSPICIOUS CIRCUMSTANCE	31			
4902	SUSPICIOUS VEHICLES	19	1		
5000	TELEPHONE CALLS-HARASSING/SUSPICIOUS	4			
5002	LOST & FOUND - FOUND ANIMAL	3			
5004	LOST & FOUND - FOUND ARTICLES	5			
5005	FOUND BICYCLES	1			
5006	LOST & FOUND - LOST ANIMAL	2			
5008	LOST & FOUND - LOST ARTICLES	1			
5100	TRAFFIC SIGNALS-DAMAGED/NEED REPAIR	6			
5200	TRAFFIC HAZARD-POTHoles/OBSTRUCTIONS/ICE	2	1		
5300	TREES DOWN AND/OR BLOCKING ROADWAY,ETC	7			
5400	VEHICLES-ABANDONED	1			
5401	VEHICLES-ASSIST MOTORIST(INCL LOCKOUTS)	20			
5402	VEHICLES-DISABLED	17			
5403	VEHICLES-MV VIOLATIONS & MVV COMPLAINTS	33	6		
5404	VEHICLES-PARKING COMPLAINTS	11	1		
5405	VEHICLES-TOWED	21	4		
5500	WATER MAIN BREAK/WATER CO. PROBLEMS	1			
5501	WIRES DOWN - NO HAZARD	3			
5502	ANIMAL COMPLAINTS - BARKING DOGS	3			
5504	ANIMAL COMPLAINTS - DOG BITES	0	2		
5506	ANIMAL COMPLAINTS - STRAY ANIMALS	5			
5510	ANIMAL COMPLAINTS - OTHER	8	1		

Calls for Service - by UCR Code

Incidents Reported Between 01/01/2017 and 01/31/2017

**RADNOR TOWNSHIP**

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
6001	ACCIDENT - WITH INJURIES	5	1		
6002	ACCIDENT - NO INJURIES (REPORTABLE)	12		1	
6003	ACCIDENT - NON REPORTABLE	41			
6004	ACCIDENT - HIT & RUN	7			
6005	ACCIDENT - NO REPORT DONE	10			
6606	TRAFFIC RELATED - DIRECT TRAFFIC	13			
6614	TRAFFIC RELATED - OTHER TRAFFIC	5			
7002	NOTIFICATION - COMMUNITY DEVELOPMENT	1	1		
7006	NOTIFICATION - HIGHWAY DEPT.	1	1		
7008	NOTIFICATION - SEWER DEPT.	6			
7014	PUBLIC SERVICE - OTHERS (OFFICER ASSIST)	12			
7090	PUBLIC SERVICES - REPORTS	1			
7504	ASSIST OTHER AGENCIES - OTHER POLICE	1			
8000	BURG/HOLDUP/PANIC ALARM - CIT ISSUED	2			
8001	BURG/HOLDUP/PANIC ALARM - NO CITATION	70	1		
8002	FIRE/MEDICAL ALARM - CITATION ISSUED	1			
8003	FIRE/MEDICAL ALARM - NO CITATION	29			
8004	ANY ALARM- SEVERE WEATHER- NO CITATION	1			
8010	WARRANTS - LOCAL - CRIMINAL	1			
8510	DEPT. SERVICES - NNCIC LOOK-UPS	1			
9000	ANIMALS - DOG COMPLAINTS	1			
9001	ANIMALS-RABID/SICK	1			
9002	ANIMALS - ALL OTHER	2			
9003	ANIMALS-BITES	1			
9005	ANIMALS - ALL INVOLVING DEER	3			
9038	K-9 ASSIST	3	3		1
9039	K-9 ASSIST OTHER LAW ENFORCEMENT	2			
9040	ASSIST LOWER MERION PD	5			
9041	ASSIST HAVERFORD PD	5			
9043	ASSIST NEWTOWN PD	1			
9045	ASSIST TREDYFFRIN PD	2			
9046	ASSIST UPPER MERION PD	1			
9049	ASSIST VUPD	3	2		
9050	ASSIST SICK/INJURED	147	2		
9051	ASSIST AMBULANCE	4	1		
9052	ASSIST OTHER POLICE DEPARTMENT	3	1		
9055	ASSIST SICK/INJURED ALCOHOL/DRUG RELATED	5			
9966	SELECTIVE ENFORCEMENT-CITATION ISSUED	211			
9968	SELECTIVE ENFORCEMENT-WARNING ISSUED	46			
9970	SELECTIVE ENFORCEMENT-NO ISSUANCE	74			
9972	MOTOR OFFICER ACTIVITY	0	3		
CITN	NON-TRAFFIC CITATION	58			
CITT	TRAFFIC CITATION	576			
Total Calls		2,144			

Radnor Township Police Department
January 2017 Burglary Report

<i>Time of Day</i>	Res-Forced	Res-No Force	Res-Attempt	Non Res-Forced	Non Res-No Force	Non Res-Attempt
Day (6 AM to 6 PM)	0	0	0	0	0	0
Night (6 PM to 6 AM)	0	0	0	0	0	0
Time Unknown	0	0	0	0	0	0
Total Burgs - 1/17	0	0	0	0	0	0
Total Burgs - YTD	0	0	0	0	0	0

<i>Burglaries by Area</i>			
Patrol Area	District	Burgs 1/17	Burgs YTD 17
Northeast Beat	1	0	0
Northwest Beat	2	0	0
Southwest Beat	3	0	0
Southeast Beat	4	0	0
Villanova University	7	0	0
Total Burglaries		0	0

Radnor Township Police Department
January 2017 Crime Report

CLASS 1 Offenses							
Offense	Inc 1/17	Inc YTD 17	Clr'd 1/17	Clr'd YTD 17	Inc YTD 16	Clr'd YTD 16	Inc YTD 17 to 16
Criminal Homicide	0	0	0	0	0	0	0
Forcible Rape	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0
Assault	12	12	1	1	0	0	12
Burglary	0	0	0	0	0	0	0
Larceny	11	11	1	1	0	0	11
Auto Theft	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0
Total Class 1 Off.	23	23	2	2	0	0	23
CLASS 2 Offenses							
Vandalism	12	12	0	0	0	0	12
Illegal Drugs	6	6	9	9	0	0	6
DUI	3	3	3	3	0	0	3
Disorderly Conduct	8	8	0	0	0	0	8
Fraud Related	9	9	0	0	0	0	9
Underage Drinking	3	3	2	2	0	0	3
All Other Class 2	13	13	1	1	0	0	13
Total Class 2 Off.	54	54	15	15	0	0	54
Grand Total	77	77	17	17	0	0	77

Radnor Township Police Department
January 2017 Property Stolen Recovered Report

Type of Property	Jan-17 Stolen	2017 YTD Stolen	Jan-17 Recovered	2017 Y-T-D Recovered
Currency, Notes, Stocks Etc.	\$2,032.00	\$2,032.00	\$0.00	\$0.00
Clothing & Furs	\$0.00	\$0.00	\$0.00	\$0.00
Locally Stolen Motor Vehicles	\$0.00	\$0.00	\$0.00	\$0.00
Office Equipment	\$170.00	\$170.00	\$0.00	\$0.00
Televisions, Radios, Cameras	\$600.00	\$600.00	\$600.00	\$600.00
Firearms	\$0.00	\$0.00	\$0.00	\$0.00
Household Goods	\$1,300.00	\$1,300.00	\$0.00	\$0.00
Consumable Goods	\$18.00	\$18.00	\$0.00	\$0.00
Jewelery & Precious Metals	\$0.00	\$0.00	\$0.00	\$0.00
Livestock	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$1,015.00	\$1,015.00	\$0.00	\$0.00
Total Property Value	\$5,135.00	\$5,135.00	\$600.00	\$600.00

RADNOR TOWNSHIP POLICE DEPARTMENT

**301 Iven Avenue
Wayne, Pennsylvania 19087-5297
(610) 688-0503 ☒ Fax (610) 688-1238**

**William A. Colarulo
Police Superintendent**

TO: A Staff Traffic Committee Meeting was held on February 15, 2017 and was attended by Commissioner Richard Booker; Lieutenant Christopher Flanagan; Officer Raymond Matus, Highway Patrol; William Cassidy, Highway Field Leader; Amy Kaminski, Traffic Engineer; William Cassidy, Director of Parking, Mary Ann Donnelly, Administrative Assistant; and Radnor residents Sean Dineen, Mr. & Mrs. Urheim.

FR: William A. Colarulo

RE: **STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALL ROOM, WEDNESDAY, FEBRUARY 15, 2017, 10:00 AM.**

NEW BUSINESS:

1. Tammy Cohen, Director of Recreation and Community Programming, requests permission to hold the Annual Wheels of Wayne Car & Motorcycle Show on Sunday, April 30, 2017. (Rain date Sunday, May 7, 2017).

Staff Traffic Committee recommends that the Annual Wheels of Wayne Car & Motorcycle Show on Sunday, April 30, 2017 be approved. All paperwork has been submitted to the State for road closure permits. Insurance binders have been received.

Commissioner Higgins is requesting a crosswalk be placed on King of Prussia Road at the exit from the Route 100 station.

Staff Traffic Committee recommends that this item be placed on hold until the development process is completed with Penn Medicine. This way all traffic planning and studies can incorporate this and future traffic issues.

2. A citizen is concerned regarding the lighting for pedestrians on South Ithan Avenue near the P&W Bridge.

Staff Traffic has sent an email to Villanova University making them aware of safety concerns on South Ithan Avenue near the P&W Bridge. Staff Traffic noted that the street light is working properly. There have been no recent pedestrian accidents at this location.

OLD BUSINESS:

1. Mr. Albany requests that the timing of the traffic signals on Lancaster Avenue approaching the Radnor Financial Center/Shopping Complex be reevaluated. Traffic in the morning and afternoon back-up to the point you sit through 2-3 cycles before getting through intersection.

Amy Kaminski, Traffic Engineer, will follow up with Steve Norcini, Director of Public Works, to ensure this traffic light is working properly.

2. John McCurdy requests a stop sign be installed at the intersection of Paul Road and Chamounix Road.

Staff Traffic Committee reports that this item will be deferred until future evaluation and in coordination with the park redevelopment and possible entrance changes.

Walk in items from residents:

1. Sean Dineen has concerns with speeding on Midland Avenue and is requesting speed humps be installed for traffic calming.

This item was previously listed on Staff Traffic on the December 15, 2015 meeting. At that time, a traffic counter was placed on Midland Avenue for seven days from 12/8/15 until 12/15/15. The average speed was 25 mph; 85th percentile speed was 32 mph and the ADT was 591 vehicles. Based on the criteria, a speed hump can be placed anywhere near a park entrance.

2. Mr. & Mrs. Urheim request a traffic and safety analysis concerning trucks entering School Lane for deliveries to merchants.

Staff Traffic will evaluate the safety issues on School Lane. This item will be revisited at the March 15, 2017 meeting.

***RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
February 27, 2017***

The table below summarizes the amount of disbursements made since the last public meeting held on February 27, 2017. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code.

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

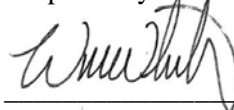
Fund (Fund Number)	2017-2B February 10, 2017	2017-2C February 17, 2017	Total
General Fund (01)	\$790,155.48	\$164,944.46	\$955,099.94
Sewer Fund (02)	1,137,016.42	4,793.41	1,141,809.83
Storm Sewer Management (04)	0.00	80.00	80.00
Capital Improvement Fund (05)	194,798.39	1,134.35	195,932.74
Police Pension Fund (07)	0.00	4,625.11	4,625.11
OPEB Fund (08)	136,491.02	4,681.31	141,172.33
Escrow Fund (10)	3,600.00	0.00	3,600.00
Civilian Pension Fund (11)	0.00	4,122.68	4,122.68
Police K-9 Fund (17)	396.91	3,071.00	3,467.91
\$8 Million Settlement Fund (18)	9,132.27	4,093.82	13,226.09
The Willows Fund (23)	477.74	0.00	477.74
Library Improvement Fund (500)	8,925.00	22,517.98	31,442.98
Total Accounts Payable Disbursements	\$2,280,993.23	\$214,064.12	\$2,495,057.35
<i>Electronic Disbursements</i>	n/a	n/a	1,469,457.67
Grand Total	\$2,280,993.23	\$214,064.12	\$3,964,515.02

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

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

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

Respectfully Submitted,



William M. White
Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through March 13, 2017

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	3/10/2017	2/17 Credit Card Revenue Processing Fees	\$5,000.00 *
Credit Card Revenue Fees - Actual	01-Variou	2/10/2017	1/17 Credit Card Revenue Processing Fees	\$10,220.24
Payroll [Pension] Transaction - Estimated	07-492-4980	3/1/2017	3/17 Police Pension Payments	\$ 186,839.03
Payroll [Pension] Transaction - Estimated	11-495-4980	3/1/2017	3/17 Civilian Pension Payments	\$ 130,699.20
Payroll [Bi-Weekly] Transaction - Estimated	01-various	2/23/2017	Salaries and Payroll Taxes - General Fund	\$485,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	2/23/2017	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	2/23/2017	Salaries and Payroll Taxes - K-9 Fund	\$500.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	3/9/2017	Salaries and Payroll Taxes - General Fund	\$485,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	3/9/2017	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	3/9/2017	Salaries and Payroll Taxes - K-9 Fund	\$500.00
Period Total				\$1,469,457.67

Submitted:



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

** Non-Union Employees, subject to Board Approval (similar benefit payments are to be made to the collective bargaining employees January 31st pursuant to Union Agreements)

<u>Original Estimate</u>			<u>Actual Amount</u>
\$485,000.00	2/9/2017	Salaries and Payroll Taxes - General Fund	\$413,442.52
\$17,500.00	2/9/2017	Salaries and Payroll Taxes - Sewer Fund	\$14,498.71
\$500.00	2/9/2017	Salaries and Payroll Taxes - K-9 Fund	\$413.20
\$503,000.00			\$428,354.43

RESOLUTION NO. 2017-33

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING THE
PURCHASE OF SEED AND FERTILIZER FROM SITE
ONE LANDSCAPE SUPPLY**

WHEREAS, the Public Works Department annually places grass seed and organic fertilizer, spring and fall, on the Township's athletic fields

WHEREAS, the Public Works Department wishes to purchase 80 bags of organic fertilizer and 120 bags of grass seed for the aforementioned task from Site One Landscape Supply, in the amount of \$9,213.20

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize the purchase of seed and fertilizer from Site One Landscape Supply in the amount of \$9,213.20.

SO RESOLVED this 27th day of February, A.D., 2017

RADNOR TOWNSHIP

By: _____

Name: Elaine P. Schaefer
Title: President

ATTEST:

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: February 21, 2017
TO: Radnor Township Board of Commissioners
FROM: Stephen F. Norcini, P.E, Director of Public Works *SFN*
CC: Robert A. Zienkowski, Township Manager
Mark A. Domenick, Superintendent of Parks Maintenance and Sewer

LEGISLATION: **Resolution #2017-33: Purchase of Seed of and Fertilizer**

LEGISLATIVE HISTORY: The purchase of seed and fertilizer is brought before the Board of Commissioners semi-annually, in the spring and fall.

PURPOSE AND EXPLANATION: The Public Works Department annually applies seed and organic fertilizer to the Township's athletic fields, each spring and fall. The Department wishes to purchase from Site One Landscape Supply, the following for the spring application:

15-3-7 #40 Organic Fertilizer	80 bags @ \$15.49
Double Eagle Ryegrass seed blend	120 bags @ \$66.45/bag
TOTAL	\$9,213.20

IMPLEMENTATION SCHEDULE: Upon Board of Commissioners approval, the seed and fertilizer will be purchased and used immediately.

FISCAL IMPACT: Funding for the seed and fertilizer is in account 01-451-4250.

RECOMMENDED ACTION: *I respectfully request that the Board of Commissioners authorize the purchase of seed and fertilizer from Site One Landscape Supply in the amount of \$9,213.20*

MOVEMENT OF LEGISLATION: It is being requested that the Board of Commissioners approve the legislation for the purchase of seed and fertilizer.

Enclosure: Quotation from Site One Landscape Supply

Quotation



Stronger Together

West Chester PA #647
 1414 Wilmington Pike
 West Chester, PA 19382-8315
 W: (610)455-0540

Bill To:

RADNOR TOWNSHIP (#1228403)
 301 IVEN AVENUE
 WAYNE, PA 19087-5297
 W: (610)688-5600

Ship To:

RADNOR TOWNSHIP (#1228403)
 301 IVEN AVENUE
 WAYNE, PA 19087-5297
 W: (610)688-5600

Created	Quote#	Due Date	Expected Award Date	Expiration Date
02/07/2017	2983109	03/07/2017	03/07/2017	03/07/2017

Printed	Job Name	Job Description	Job Start Date
02/07/2017 08:51:22	Spring Turf		03/07/2017

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	Double Eagle	Ryegrass seed blend	120	66.450	7,974.00
2	15-3-7 40#	Organic Fertilizer	80	15.490	1,239.20

Total Price: \$ 9,213.20

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.

**RESOLUTION 2017-34
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA APPROVING WORKERS COMPENSATION INSURANCE
COVERAGE FOR THE RADNOR FIRE COMPANY BEGINNING MARCH 1,
2017 THROUGH MARCH 1, 2018.**

WHEREAS, the Township of Radnor is required to carry Workers' Compensation Insurance for the Radnor Fire Company; and

WHEREAS, the Administration met with Arthur J. Gallagher (formerly Brokerage Professionals, Inc.) to review the insurance premium renewal information and pricing, and

WHEREAS, in order to ensure that no interruption in coverage, the Township Manager has authorized the binder subject to the Board of Commissioner approval at the February 27th, 2017 Regular Meeting.

NOW, THEREFORE, it is hereby *RESOLVED* that the Board of Commissioners of Radnor Township hereby authorizes the Township Manager to execute the coverage for the Workers Compensation Insurance for the Radnor Fire Company for the period beginning March 1, 2017 through March 1, 2018 in the amount of \$42,204.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 27th day of February, A.D., 2017.

RADNOR TOWNSHIP

By: _____
Name: Elaine P. Schaefer
Title: President

ATTEST: _____
Robert A. Zienkowski
Township Manager / Secretary

Radnor Township



PROPOSED LEGISLATION

DATE: February 27, 2017

TO: Board of Commissioners

FROM: William M. White, Finance Director

LEGISLATION: Resolution 2017-34 authorizing the Township Manager to bind coverage for Workers' Compensation Insurance for the Radnor Fire Company for the period beginning March 1, 2017 through March 1, 2018.

LEGISLATIVE HISTORY: This is an annual renewal process whereby the administration works with Arthur J. Gallagher Risk Management Services (AJG), formerly Brokerage Professionals Incorporated who solicits renewal coverage prices from multiple insurance providers and then reviews the best alternatives with the Township. The resolution is required giving the Township Manager authorization to bind coverage and pay the appropriate premium obligation.

PURPOSE AND EXPLANATION: The purpose of the legislation is to authorize the Township Manager to bind coverage for workers' compensation for the Radnor Fire Company.

IMPLEMENTATION SCHEDULE: The coverage period begins March 1, 2017 and runs through March 1 of 2018. The Administration has been working with AJG to finalize the pricing which was completed February 15th, 2017.

In order to ensure that coverage doesn't lapse, the Township Manager authorized a conditional binder approval subject to the Board of Commissioners' approval at the February 27th, 2017 regular meeting.

FISCAL IMPACT: The insurance coverage will cost the Township \$42,204 which is a decrease from the expiring policy premium of \$46,260.

RECOMMENDED ACTION: The Administration respectfully requests the Board to approve Resolution 2017-34 at the February 27th, 2017 meeting. Thank you.



Excellence Delivered As Promised

MEMORANDUM

Date: February 17, 2017

To: Radnor Township Board of Commissioners

From: Roger Phillips, P.E.

cc: Robert Zienkowski – Township Manager
Stephen Norcini, P.E. – Director of Public Works
Kevin W. Kochanski, RLA, CZO – Director of Community Development
John Rice, Esq – Grim, Biehn, and Thatcher
Amy Kaminski, PE – Gilmore and Assoc.
Steve Gabriel - Rettew

RE: 131/133 Garrett Avenue
Sewage Facilities Planning Module

The applicant for the above project has prepared a Sewage Facilities Planning Module to be submitted to the PA DEP. The Planning Module proposes public sewer to 2 new dwelling units.

This Planning Module must be approved by resolution by the Board of Commissioners prior to submission to the PA DEP.

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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to read 'R. Phillips', with a long horizontal line extending to the right.

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



RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE _____ (COMMISSIONERS) _____ of Radnor
(TOWNSHIP) _____, Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS DJB Properties, c/o David Brosso has proposed the development of a parcel of land identified as
land developer

131 - 133 Garrett Avenue, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

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

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

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

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

I _____, Secretary, _____
(Signature)

Township Board of Commissioners _____, hereby certify that the foregoing is a true copy of the Township (_____) Resolution # _____, adopted, _____, 20_____.

Municipal Address:

Radnor Township
301 Iven Avenue
Wayne, PA 19087-4297
Telephone 610-688-5600

Seal of
Governing Body

ACT 537 SEWAGE FACILITIES PLANNING MODULE

131 – 133 Garrett Avenue

**Radnor Township
Delaware County, Pennsylvania**

PADEP Code No. I-23013-254-3J

Prepared For:

DJB Properties
c/o David Brosso
1125 Robin Road
Gladwyne, PA 19035

Prepared By:

Woodrow & Associates, Inc.
1108 N. Bethlehem Pike



Suite 5
Lower Gwynedd, PA 19002

131-133 Garrett Avenue
Radnor Township, Delaware County
Act 537 Sewage Facilities Planning Module
PADEP Code No. I-23013-254-3J

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Section 8 – Component 3 Project Narrative

Section 9 – Component 3 Alternatives Analysis

Section 10 – PNDI (No known impacts)

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Section 12 – Sewer Certification

Section 13 – Check List

Section 14 – Plan

Section 1

Transmittal Letter



**TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #
I-23013-254-3J				

TO: Approving Agency (DEP or delegated local agency) Date _____
PA DEP - Southeast Regional Office
2 East Main Street
Norristown, PA 19401

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Timothy P. Woodrow, P.E.
(Name)
Civil Engineer for DJB Properties, c/o David Brosso
(Title) *(Name)*
a subdivision, commercial ,or industrial facility located in Radnor Township
Delaware County County.
(City, Borough, Township)

Check one

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

OR

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

Check Boxes

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

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

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

Municipal Secretary (print)

Signature

Date

Section 2

Township Resolution



DEP Code No.
I-23013-254-3J

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (██████████) (COMMISSIONERS) (██████████) of Radnor
(TOWNSHIP) (██████████) (CITY), Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS DJB Properties, c/o David Brosso has proposed the development of a parcel of land identified as
land developer

131 - 133 Garrett Avenue, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the (██████████) (Commissioners) (██████████) of the (Township)

(██████████) (CITY) of Radnor hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, _____
(Signature)

Township Board of Commissioners (██████████) (██████████), hereby certify that the foregoing is a true copy of the Township (██████████) (CITY) Resolution # _____, adopted, _____, 20____.

Municipal Address:

Radnor Township

301 Iven Avenue

Wayne, PA 19087-4297

Telephone 610-688-5600

Seal of
Governing Body

Section 3

Planning Module Component 4A



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:
I-23013-254-3J

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

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

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

Project Name

131-133 Garrett Avenue

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

1. Date plan received by municipal planning agency 01/18/2017

2. Date review completed by agency 02/06/2017

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

Yes No

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

SECTION C. AGENCY REVIEW (continued)

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____
17. Name, title and signature of planning agency staff member completing this section:		
Name: <u>Kathy Bogosian</u>		
Title: <u>Chairman, Radnor Township Planning Commission</u>		
Signature: <u>[Signature]</u>		
Date: <u>02/06/2017</u>		
Name of Municipal Planning Agency: <u>Radnor Township Planning Commission</u>		
Address <u>301 Iven Avenue, Wayne, PA 19087</u>		
Telephone Number: <u>610-688-5600</u>		

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

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

The planning agency must complete this component within 60 days.

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

Section 4

Planning Module Component 4 B

DCPD

DELAWARE COUNTY PLANNING DEPARTMENT

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

November 29, 2016

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

RE: Act 537 Review
131-133 Garrett Avenue
Radnor Township
1-23013-254-3J

Dear Mr. Zienkowski:

The Delaware County Planning Department (DCPD) has completed its review of the planning module for 131-133 Garrett Avenue. The proposed plan calls for a two lot subdivision with each lot to contain a single family dwelling. It is estimated the subdivision will produce 525 GPD and public sewer currently exists in the area. DCPD has no objection to the proposed method of wastewater disposal.

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

If you have any questions or require additional information, please do not hesitate to contact me at (610) 891-5218.

Sincerely,



Will Brugger
Environmental Planner

Enclosures: Completed DEP Review Form

Cc: PA Department of Environmental Protection
Timothy P. Woodrow, P.E.
DJB Properties



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

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

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


Project Name
 131-133 Garrett Avenue

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

1. Date plan received by county planning agency. November 2, 2016
2. Date plan received by planning agency with areawide jurisdiction _____
 Agency name _____
3. Date review completed by agency November 29, 2016

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

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

Yes	No	SECTION C. AGENCY REVIEW (continued)	
<input type="checkbox"/>	<input type="checkbox"/>	11.	Have all applicable zoning approvals been obtained? <u>Unknown, subject to municipal approval.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12.	Is there a county or areawide subdivision and land development ordinance? <i>The Delaware County Subdivision & Land Development Ordinance is used by some, but not all municipalities. It <u>is not</u> applicable to this municipality.</i>
<input type="checkbox"/>	<input type="checkbox"/>	13.	Does this proposal meet the requirements of the ordinance? <u>Not applicable.</u> If no, describe which requirements are not met <u>Not applicable.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14.	Is this proposal consistent with the municipal Act 537 Official Sewage Facilities Plan? If no, describe inconsistency _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15.	Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.	Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision? _____
<input type="checkbox"/>	<input type="checkbox"/>		If yes, is the proposed waiver consistent with applicable ordinances. If no, describe the inconsistencies <u>Not applicable.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.	Does the county have a stormwater management plan as required by the Stormwater Management Act? <i>Only for the Ridley, Chester, Darby, and Crum Creek watersheds. This project is located in the <u>Darby Creek</u> watershed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		If yes, will this project plan require the implementation of storm water management measures? _____
		18.	Name, Title and signature of person completing this section: Name: <u>Will Brugger</u> Title: <u>Environmental Planner</u> Signature:  Date: <u>November 29, 2016</u> Name of County or Areawide Planning Agency: <u>Delaware County Planning Department</u> Address: <u>Court House & Government Center, 201 W. Front Street, Media, PA 19063</u> Telephone Number: <u>610-891-5218</u>

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)	
<p>This Component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.</p> <p>The county planning agency must complete this Component within 60 days.</p> <p>This Component and any additional comments are to be returned to the applicant.</p>	

Section 5

Planning Module Component 3



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

Code No.
I-23013-254-3J

SEWAGE FACILITIES PLANNING MODULE

Component 3. Sewage Collection and Treatment Facilities

(Return completed module package to appropriate municipality)

DEP USE ONLY

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

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

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

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

A. PROJECT INFORMATION (See Section A of instructions)

- Project Name 131-133 Garrett Avenue
- Brief Project Description Two Lot subdivision with each lot to contain a single family dwelling

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

Municipality Name	County	City	Boro	Twp
Radnor	Delaware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
Zienkowski	Robert		Mr.	Manager
Additional Individual Last Name	First Name	MI	Suffix	Title
Municipality Mailing Address Line 1	Mailing Address Line 2			
301 Iven Avenue				
Address Last Line -- City	State	ZIP+4		
Wayne	PA	19087-5297		
Area Code + Phone + Ext.	FAX (optional)	Email (optional)		
610-688-5600	610-688-1279	rzienkowski@ranor.org		

C. SITE INFORMATION (See Section C of instructions)

Site (Land Development or Project) Name

131-133 Garrett Avenue

Site Location Line 1

131-133 Garrett Avenue

Site Location Line 2

Site Location Last Line -- City

Bryn Mawr

State

PA

ZIP+4

19010

Latitude

40o1'34.572"N

Longitude

75o20'10.842W

Detailed Written Directions to Site From I-476S, take US-30 E/Lancaster Ave to Garrett Avenue in Radnor Township. Turn right onto Garrett Avenue. The destination will be on the left

Description of Site vacant ground

Site Contact (Developer/Owner)

Last Name

Brosso

First Name

David

MI

Mr.

Phone

610-310-5055

Ext.

Site Contact Title

Site Contact Firm (if none, leave blank)

DJB Properties

FAX

Email

DJBprop@gmail.com

Mailing Address Line 1

1125 Robin Road

Mailing Address Line 2

Mailing Address Last Line -- City

Gladwyne

State

PA

ZIP+4

19035

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

Last Name

Woodrow

First Name

Timothy

MI

P

Suffix

Mr.

Title

Civil Engineer

Consulting Firm Name

Woodrow and Associates, INC.

Mailing Address Line 1

1108 N. Bethlehem Pike

Mailing Address Line 2

Suite 5

Address Last Line -- City

Lower Gwynedd

State

PA

ZIP+4

19002

Country

Email

twoodrow@woodrowinc.com

Area Code + Phone

215-542-5648

Ext.

Area Code + FAX

215-542-5679

E. AVAILABILITY OF DRINKING WATER SUPPLY

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

- Individual wells or cisterns.
- A proposed public water supply.
- An existing public water supply.

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

Name of water company: Aqua America

F. PROJECT NARRATIVE (See Section F of instructions)

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

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

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

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

1. COLLECTION SYSTEM

a. Check appropriate box concerning collection system

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

Clean Streams Law Permit Number N/A

b. Answer questions below on collection system

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

Connections 2

Name of:

existing collection or conveyance system Radnor Township

owner Radnor Township

existing interceptor Radnor-Haverford-Marple Sewer Authority

owner Radnor-Haverford-Marple Sewer Authority

2. WASTEWATER TREATMENT FACILITY

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

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

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

Name of existing facility City of Philadelphia Southwest Wastewater Pollution Facility

NPDES Permit Number for existing facility 26671

Clean Streams Law Permit Number 5173401

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

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

As an authorized representative of the permittee, I confirm that the City of Philadelphia Southwest Wastewater Pollution Facility

(Name from above) sewage treatment facilities can accept sewage flows from this project without adversely affecting the facility's ability to achieve all applicable technology and water quality based effluent limits (see Section I) and conditions contained in the NPDES permit identified above.

Name of Permittee Agency, Authority, Municipality City of Philadelphia Water DEPT.

Name of Responsible Agent Eric Ponert, S.E.O.

Agent Signature Eric Ponert Date 12/15/16

(Also see Section I. 4.)

G. PROPOSED WASTEWATER DISPOSAL FACILITIES (Continued)

3. PLOT PLAN

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

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

4. WETLAND PROTECTION

YES NO

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

5. PRIME AGRICULTURAL LAND PROTECTION

YES NO

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

6. HISTORIC PRESERVATION ACT

YES NO

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

7. PROTECTION OF RARE, ENDANGERED OR THREATENED SPECIES

Check one:

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

Applicant or Consultant Initials _____.

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

- An alternative sewage facilities analysis has been prepared as described in Section H of the attached instructions and is attached to this component.

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

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

1. Waters designated for Special Protection

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

2. Pennsylvania Waters Designated As Impaired

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

3. Interstate and International Waters

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

4. Tributaries To The Chesapeake Bay

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

Name of Permittee Agency, Authority, Municipality _____

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

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

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

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

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

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

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

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

Radnor Township

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection	2762000	6906000	2352933	5882333	2363472	5908680
Conveyance						
Treatment						

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality Radnor Township

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

Agent Signature [Signature] Date 11/8/2016

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

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

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

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

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

To complete the table, refer to the instructions, Section J. Radnor-Haverford-Marple Sewer Authority

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

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality Radnor Township

Name of Responsible Agent _____

Agent Signature _____ Date _____

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

c. Conveyance System

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

Name of Responsible Agent David Adams

Agent Signature 

Date 12/07/2016

4. Treatment Facility

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

YES NO

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

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

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §1.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

b. Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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

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

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

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

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

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

To complete the table, refer to the instructions, Section J. **3 Darby Creek Joint Authority**

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance	21699503	29669503	21563938	29533938	21469225	29439225
Treatment						

DCJA

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

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

c. Conveyance System

Name of Agency, Authority, Municipality DARBY CREEK JOINT AUTHORITY

Name of Responsible Agent CHARLES J. CATANIA

Agent Signature Charles J. Catania

Date 10/4/16

4. Treatment Facility

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

YES NO

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

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

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

b. Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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

Darby Creek Joint Authority
Capacity Management Plan
Flow Allocation Summary

			DCJA System		RHM		DCJA Member	
			Approved	Balance	Approved	Balance	Approved	Balance
Oct-07	Jackson Ave, Darby Twp (JO)	Residential	525 00	69775 00		46987 50	525 00	42787 50
Oct-07	3817 Denison Ave, Upper Darby	Residential	1050 00	88725 00		46987 50	1050 00	41737 50
	2006 I & J Credit (RHM)		-10500 00	99225 00	-10500 00	57487 50		41737 50
Feb-08	442 Poplar St, Sharon Hill	Residential	1050 00	98175 00		57487 50	1050 00	40687 50
Feb-08	537 Grand Ave, Haverford	Residential	262 5	97812 50	262 5	57225 00		40687 50
Feb-08	102 Lovella Ave, Radnor	Residential	2363 5	95549 00	2363 5	54861 50		40687 50
Feb-08	115 Peiri Ave, Radnor	Residential	262 5	95286 50	262 5	54599 00		40687 50
Apr-08	851 W Lancaster Ave, Tredyffrin	Commercial	8750	86538 50	8750 00	45849 00		40687 50
Apr-08	Haverford Reserve, Haverford	Residential	8705	77831 50	8705 00	37144 00		40687 50
May-08	34 Rowse Ave, Newtown	Residential	1050	76781 50	1050 00	36094 00		40687 50
May-08	540-542 Folcroft Ave, Folcroft	Residential	525 00	76258 50		36094 00	525 00	40162 50
Jul-08	Sycamore Ave, Upper Darby	Residential	3150	73106 50		36094 00	3150	37012 50
Jul-08	971 S Hunt Rd, Radnor	Residential	262 5	72844 00	262 5	35831 50		37012 50
Sep-08	236 N Abardene Ave, Radnor	Residential	262 5	72581 50	262 5	35569 00		37012 50
Sep-08	2007 I & J Credit (RHM)		-21348	93929 50	-21348	56917 00		37012 50
Oct-08	1974 Sprout Rd, Maple	Commercial	80	93849 50	80	56837 00		37012 50
Oct-08	613 W Lancaster Ave, Radnor	Commercial	0	93849 50	0	56837 00		37012 50
Oct-08	4812 Oxaalbrook Dr, Upper Darby	Commercial	12400	81449 50		56837 00	12400	24612 50
Nov-08	317 Dorsel Rd, Easttown	Residential	787 5	80662 00	787 5	58049 50		24612 50
Nov-08	519 Kaiser Dr, Folcroft	Commercial	1710	78952 00		58049 50	1710	22902 50
Dec-08	1629 Ashton Rd, Haverford	Residential	262 5	78689 50	262 5	55787 00		22902 50
Dec-08	112 N Main Rd, Maple	Residential	1575	77114 50	1575	54212 00		22902 50
Jan-09	1020 Ridge Ave, Darby Borough	Commercial	262 5	76852 00		54212 00	262 5	22640 00
Jan-09	MacDade & Chestnut, Darby Borough	Commercial	2117 5	74734 50		54212 00	2117 5	20522 50
Feb-09	1254 Fairview Ave, Haverford	Residential	525	74209 50	525	53687 00		20522 50
Feb-09	1233 Leedom Rd, Haverford	Residential	262 5	73947 00	262 5	53424 50		20522 50
Feb-09	1300 Fairview Ave, Haverford	Residential	525	73422 00	525	52899 50		20522 50
Feb-09	145 King of Prussia Rd, Radnor	Commercial	12451	60971 00	12451	40448 50		20522 50
Mar-09	Coventry Woods, Springfield	Residential	6037 5	54933 50		40448 50	6037 5	14485 00
Mar-09	200 N Radnor-Cheslar Rd, Radnor	Commercial	8025	46908 50	8025	32423 50		14485 00
Mar-09	221-223 Bella Vista Rd, Easttown	Residential	262 5	46648 00	262 5	31898 50		14485 00
Mar-09	1301 Fairview Ave, Haverford	Residential	262 5	46383 50	262 5	31898 50		14485 00
Apr-09	1020 Ridge Ave, Darby Borough	Commercial	1312 5	45071 00		31898 50	1312 5	13172 50
May-09	1344 West Chester Pike, Haverford	Residential	262 5	44808 50	262 5	31636 00		13172 50
	2008 I & J Credit (RHM)		-37717 00	82525 50	-37717 00	69533 00		13172 50
Jun-09	20 Surrey Dr, Newtown	Residential	262 5	82263 00	262 5	69090 50		13172 50
Jul-09	Eastern University (Fowler), Radnor	Institutional	2000	80263 00	2000	67090 50		13172 50
Sep-09	5050 Fairway Rd, Upper Darby	Commercial	533	79730 00		67090 50	533	12639 50
	I & J Credit (Upper Darby Twp)		-8014	87744 00		67090 50	-8014	20633 50
Oct-09	Collingdale Swim Club	Residential	262 5	87481 50		67090 50	262 5	20391 00
Nov-09	2628 Franklin Ave, Maple	Residential	262 5	87219 00	262 5	66828 00		20391 00
Nov-09	222 Sugarloaf Rd, Radnor	Commercial	0	87219 00		66828 00	0	20391 00
Nov-09	408 Lansdowne Ave, Yeadon	Residential	600	86619 00		66828 00	600	19791 00
Dec-09	45 Maple Rd, Haverford	Residential	262 5	86356 50	262 5	66565 50		19791 00
May-10	815 Newtown Rd, Radnor	Residential	787 5	85569 00	787 5	65776 00		19791 00
Oct-10	Bon Air & Royal Aves, Haverford	Residential	262 5	85306 50	262 5	65515 50		19791 00
Nov-10	416 S 4th St, Darby	Residential	2243	83063 50		65515 50	2243	17548 00
Nov-10	111 S Wyoomba Ave, Lansdowne	Residential	262 5	82801 00		65515 50	262 5	17285 50
Nov-10	24-48 Baltimore Ave, Lansdowne	Residential	0	82801 00		65515 50	0	17285 50
Dec-10	513 S Roberts Rd, Radnor	Residential	262 5	82538 50	262 5	65253 00		17285 50
Apr-11	MacDade & Chestnut, Darby Borough	Commercial	1837 5	80701 00		65253 00	1837 5	15448 00
Jun-11	1313 Center Rd, Haverford	Residential	525	80176 00	525	64728 00		15448 00
Jun-11	1001 Cedar Ave, Yeadon	Commercial	74	80102 00		64728 00	74	14572 00
Jun-11	712-714 Sharon Ave, Darby Twp	Residential	525	79577 00	525	64203 00		15374 00
Jul-11	516-518 Main St, Darby Borough	Commercial	960	78617 00		64203 00	960	14414 00
Sep-11	412 Conestoga Rd, Radnor	Residential	262 5	78354 50	262 5	63940 50		14414 00
Oct-11	1217 Bon Air Rd, Haverford	Residential	787 5	77567 00	787 5	63153 00		14414 00
Oct-11	Ellis Rd - Merion Golf Club	Commercial	240	77327 00	240	62913 00		14414 00
Nov-11	117 Sugartown Rd, Easttown	Residential	262 5	77064 50	262 5	62650 50		14414 00
Jan-12	1518 Steel Rd, Haverford	Residential	262 5	76802 00	262 5	62388 00		14414 00
Jan-12	Courtyard Circle PS Diversion, Radnor	Residential	12337 5	64484 50	12337 5	50090 50		14414 00
Jan-12	1430 County Line Rd, Radnor	Residential	2625	61839 50	2625	47425 50		14414 00
Jan-12	Berkley Rd, Tredyffrin	Commercial	1650	60189 50	1650	45775 50		14414 00
Feb-12	BPG PH 1 of Sector 1, Newtown	Commercial	0	60189 50	0	45775 50		14414 00
Feb-12	Animal Protection Board, Darby Twp	Institutional	2140	58049 50		45775 50	2140	12274 00
Mar-12	606 W Wayne Ave, Radnor	Residential	262 5	57787 00	262 5	45513 00		12274 00
Mar-12	4130 Huey Ave, Upper Darby	Residential	262 5	57524 50		45513 00	262 5	12011 50
Mar-12	237-245 Lancaster Ave, Radnor	Commercial	-540	50864 50	-540	40653 00		12011 50
Apr-12	700 Chester Pike, Sharon Hill	Commercial	2800	55284 50		40653 00	2800	9211 50
Apr-12	231 N Rolling Rd, Springfield	Residential	262 5	55002 00		40653 00	262 5	8949 00
May-12	700 Chester Pike, Sharon Hill	Commercial	3367	51635 00		40653 00	3367	5582 00
Oct-12	527 S Davids Ave, Radnor	Residential	262 5	51372 50	262 5	45790 50		5582 00
Oct-12	370 Main Rd, Radnor	Residential	262 5	51110 00	262 5	45527 00		5582 00
Nov-12	I & J Credit (Clifton Heights)		-9000	60110 00		45527 00	-9000	14562 00
Nov-12	254 Davis Ave, Clifton Heights	Residential	2625	57485 00		45527 00	2625	11957 00
Nov-12	4 Rockbourne Rd, Clifton Heights	Commercial	660	56825 00		45527 00	660	11297 00
Jan-13	2009 I & J Credit RHM		-76932	133757 00	-76932	122459 00		11297 00
Jan-13	2010 I & J Credit RHM		-50757	184514 00	-50757	173216 00		11297 00
Jan-13	2009 I & J Credit Springfield		-26510	210204 00		173216 00	-26510	37807 00

Chapter 94 Consistency Table					
Design Capacity		Present Flow		Projected Flow	
Average	Peak	Average	Peak	Average	Peak
21370000	29340000	21370000 0	29340000 0		
21469225	29439225	21370000 0	29340000 0	21469225	29439225
21469225	29439225	21371050 0	29341050 0	21469225	29439225
21469225	29439225	21371312 5	29341312 5	21469225	29439225
21469225	29439225	21373676 0	29343676 0	21469225	29439225
21469225	29439225	21373938 5	29343938 5	21469225	29439225
21469225	29439225	21392688 5	29352688 5	21469225	29439225
21469225	29439225	21391393 5	29361393 5	21469225	29439225
21469225	29439225	21392244 5	29362244 5	21469225	29439225
21469225	29439225	21392968 5	29362968 5	21469225	29439225
21469225	29439225	21396118 5	29366118 5	21469225	29439225
21469225	29439225	21396381 0	29366381 0	21469225	29439225
21469225	29439225	21396643 5	29366643 5	21469225	29439225
21490573	29460573	21396643 5	29366643 5	21490573	29460573
21490573	29460573	21396723 5	29366723 5	21490573	29460573
21490573	29460573	21396723 5	29366723 5	21490573	29460573
21490573	29460573	21409123 5	29379123 5	21490573	29460573
21490573	29460573	21409110 0	29379110 0	21490573	29460573
21490573	29460573	21411621 0	29381621 0	21490573	29460573
21490573	29460573	21411883 5	29381883 5	21490573	29460573
21490573	29460573	21413458 5	29383458 5	21490573	29460573
21490573	29460573	21413721 0	29383721 0	21490573	29460573
21490573	29460573	21415838 5	29385838 5	21490573	29460573
21490573	29460573	21416363 5	29386363 5	21490573	29460573
21490573	29460573	21416626 0	29386626 0	21490573	29460573
21490573	29460573	21417151 0	29387151 0	21490573	29460573
21490573	29460573	21429602 0	29399602 0	21490573	29460573
21490573	29460573	21435639 5	29405639 5	21490573	29460573
21490573	29460573	21433664 5	29413664 5	21490573	29460573
21490573	29460573	21443927 0	29413927 0	21490573	29460573
21490573	29460573	21444189 5	29414189 5	21490573	29460573
21490573	29460573	21445502 0	29415502 0	21490573	29460573
21490573	29460573	21445764 5	29415764 5	21490573	29460573
21528290	29498290	21445764 5	29415764 5	21528290	29498290
21528290	29498290	21446027 0	29416027 0	21528290	29498290
21528290	29498290	21446560 0	29416560 0	21528290	29498290
21536304	29506304	21448560 0			

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

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

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

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

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

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

Springfield Township

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

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

J. CHAPTER 94 CONSISTENCY DETERMINATION (Continued)

c. Conveyance System

Name of Agency, Authority, Municipality Springfield Township

Name of Responsible Agent Lee Fulton, Township Manager

Agent Signature *Lee Fulton*

Date 12-23-16

4. Treatment Facility

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

YES NO

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

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

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

- b. Name of Agency, Authority, Municipality _____
Name of Responsible Agent _____
Agent Signature _____
Date _____

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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

Corrective Action Plan - Summary of RHM Connection Allocations

	Date	*EDU Equal to 262.5 gpd				REQUEST TABLED	Remarks: ** Tabled Items Approved
		Allocation (gpd)	Approved (gpd)	Remaining (gpd)	(EDU)*		
	01/09/2002		262.5		1.0		43 Deepdale Rd. - The Doering Residence - Tredyffrin Twp.
	01/09/2002		262.5		1.0		335 Upper Gulph Rd. - Tredyffrin Twp.
1	08/01/2002	4850.00		4850.0	18.5		
2	03/06/2002		2362.5	2487.5	9.5		The Blain Property - Radnor Twp.
3	09/11/2002		262.5	2225.0	8.5		355 S. Manoa Rd. - Havertown, PA
4	09/11/2002		1575.0	650.0	2.5		College Ave & Darby Rd. - Havertown, PA
5	12/11/2002		2887.5	-2237.5	-8.5		Townhouse Project - Berkley & Chester Rd. - Tredyffrin Twp.
6	09/20/2002	2560.00		322.5	1.2		I/I Allocation from Springfield Twp.
7	03/05/2003		262.5	60.0	0.2		Forest Ave. - Havertown, PA
8	04/02/2003		2182.0	-2122.0	-8.1		Lawerance Park Shopping Center - Marple Twp.
9	06/04/2003		6000.0	-8122.0	-30.9		Cabrini College - Radnor, Twp.
10	08/06/2003		262.5	-8384.5	-31.9		1418 Fairview Rd. - Havertown, PA
11	09/15/2003		262.5	-8647.0	-32.9		937 Wotten - Radnor Twp.
12	10/15/2003		2812.8	-11459.8	-43.7		763 Valley Forge Rd. - Radnor Twp.
13	03/10/2004		262.5	-11722.3	-44.7		301 Oxford Hill La. - Havertown, PA
14	03/10/2004		262.5	-11984.8	-45.7		1422 Fairview Rd. - Havertown, PA
15	06/03/2004	21085.00		9100.2	34.7		I/I Allocation from Springfield Twp.
16	06/09/2004		5512.5	3587.7	13.7		David & Jan Ceton Subdivision, Marple Rd. - Marple Twp.
17	07/28/2004		1575.0	2012.7	7.7		McPherson Property - Radnor Twp.
18	09/13/2004		1468.0	544.7	2.1		Dunwoody Village Expansion - Newtown Twp.
19	01/12/2005		262.5	282.2	1.1		3119 Sawmill Rd. - Newtown Twp. (Failing Septic System - Health Problems)
20	01/13/2005			282.2	1.1	Tabled #1**	The Enclave at Mather Ave. Project - Marple Twp. (2,362.5 gpd) see below-approved 4/4/2006
21	02/02/2005		525.0	-242.8	-0.9		1234 Bon Air Ave. Project #17286 - Havertown, PA
22	04/06/2005			-242.8	-0.9	Tabled #3**	Lancaster & Pembroke Ave. - Radnor Twp. (14,175 gpd)
23	04/06/2005		262.5	-505.3	-1.9		204 Chuch St. - Radnor Twp.
24	04/06/2005			-505.3	-1.9	Tabled #2**	Chanticleer Gardens, #03-136 - Radnor Twp. (840 gpd) see below-approved 4/4/2006
25	06/08/2005		262.5	-767.8	-2.9		3314-3316 Saw Mill Rd. - Newtown Twp.
26	06/08/2005		262.5	-1030.3	-3.9		206 Greenbriar Ln. - Havertown, PA
27	07/20/2005		262.5	-1292.8	-4.9		16 Aldwyn La. - Radnor Twp.
28	08/10/2005		0.0	-1292.8	-4.9		Devereux Project - 17 EDU's approved (zero flow from project)
29	09/19/2005		262.5	-1555.3	-5.9		3416 Goshen Rd. - Newtown Twp. (Failing Septic System - Health Problems)
30	02/08/2006		262.5	-1817.8	-6.9		809 Castlefinn La. Bryn Mawr, PA 19083 (Failing Septic System - Health Problems)
31	03/07/2006	10255.0		8699.7	33.1		I/I Allocation from Springfield Twp.
32	03/08/2006		262.5	8437.2	32.1		264 Ithan Creek Rd. Villanova, PA 19085 (Failing Spectic System - Health Problems)
33	04/04/2006		2362.5	6074.7	23.1		Enclave at Mather Avenue, Project #17286 - Marplr Township
34	04/04/2006		840.0	5234.7	19.9		Chanticleer Gardens, #03-136 - Radnor Twp.
35	04/04/2006		130.0	5104.7	19.4		Commerce Bank 200 Radnor Chester Rd., Radnor Twp.
36	05/15/2006	9820.0		14924.7	56.9		I/I Allocation from Springfield Twp. (flows from Tredyffrin Twp.)
37	06/12/2006	60,000.0		74924.7	285.4		Flow from DEP for Newtown Height flow removal
38	06/14/2006		2362.5	72562.2	276.4		
39	06/19/2006		2362.5	70199.7	267.4		Land Development - D'Apositino Builders, Tredyffrin Twp.
40	06/19/2006		14175.0	56024.7	213.4		Lancaster & Pembroke Ave. - Radnor Twp. (14,175 gpd)
41	06/19/2006		12000.0	44024.7	167.7		Eastern University Dorms -Radnor Twp.
42	06/19/2006		262.5	43762.2	166.7		733 Bryn Mawr Ave., Radnor Twp.
43	06/19/2006		2309.0	41453.2	157.9		Lancaster Pike and Kenilworth Road, P98150, Radnor Twp.
44	06/19/2006		1312.5	40140.7	152.9		740 Moore Ave., The Mews, Radnor Twp.
45	06/19/2006		262.5	39878.2	151.9		781 N. Wayne Ave., Parcel 43-11D-55, Tredyffrin Twp.
46	06/19/2006		262.5	39615.7	150.9		231 Fairlamb Ave., Havertown
47	06/19/2006		262.5	39353.2	149.9		255 Lansdowne Ave., Radnor Twp.
48	06/19/2006		1050.0	38303.2	145.9		Wicklow Project Job #02-129, Radnor Twp.
49	06/19/2006		15000.0	23303.2	88.8		Ellis Preserve, West Medical Building #060086001, Newtown Twp.
50	08/01/2006		525.0	22778.2	86.8		423 Old Eagle School Road, Tredyffrin Township
51	09/11/2006	19141.00		41919.2	159.7		I/I Allocation from Springfield Twp.
52	09/19/2006		525.0	41394.2	157.7		820 Vauclain Road, Radnor Township
53	10/04/2006		262.5	41131.7	156.7		1201 Ellston Road, Havertown
54	10/31/2006	20,500.00		61631.7	234.8		I/I Allocation from Springfield Twp.
55	11/15/2006		31.5	61600.2	234.7		Worthing - Devereux Project, Newtown Township
56	02/06/2007		3904.7	22553.2	85.9		Haverford Reserve Development
57	03/06/2007		5250.0	17303.2	65.9		Ellis Preserve, Newtown Twp. (5250 gpd = 20 EDU)
58	03/06/2007		262.5	17040.7	64.9		1600 Ashton Road, Havertown Twp.
59	03/06/2007		1312.5	15728.2	59.9		1400 Fairview Avenue, Havertown Township (1312.5 gpd = 5 EDUs)
60	06/05/2007		262.5	15465.7	58.9		115 Petrie Avenue, Radnor Township (Failed System)
61	07/31/2007	10552.00		26017.7	99.1		I/I Allocation from Springfield Twp. For 2006 I/I Reduction Program
62	12/04/2007		8626.0	17391.7	66.3		851 West Lancaster Avenue, Tredyffrin Township
63	01/08/2008		2362.5	15029.2	57.3		102 Louella Avenue, Radnor Township
64	01/08/2008		262.5	14766.7	56.3		537 Grand Avenue, Havertown
65	04/01/2008		65.0	14701.7	56.0		3067 W. Chester Pike, Newtown Square 0.26 EDUs
66	04/01/2008		80.0	14621.7	55.7		1974 Sproul Road, Marple Township - Bank of America - 0.31 EDUs
67	04/18/2008		1050.0	13571.7	51.7		34 Reese Avenue, Newtown Square
68	07/02/2008		262.5	13309.2	50.7		971 S. Hunt Road, Newtown Square, Radnor - Falling Septic System
69	07/02/2008		525.0	12784.2	48.7		236 N. Aberdeen Ave., Radnor Township - 2EDUs
70	08/12/2008		8705.0	4079.2	15.5		Haverford Reserve Development - 33.16 EDUs
71	08/12/2008		262.5	3816.7	14.5		147 N. Valley Forge Road, Devon - 1 EDU
72	08/12/2008		262.5	3554.2	13.5		1629 Ashton Road, Havertown - 1 EDU

Corrective Action Plan - Summary of RHM Connection Allocations

	Date	*EDU Equal to 262.5 gpd				REQUEST TABLED	Remarks: ** Tabled Items Approved
		Allocation (gpd)	Approved (gpd)	Remaining (gpd)	(EDU)*		
73	08/12/2008	21348.00		24902.2	94.9		2007 I/I Credit
74	10/15/2008		787.5	24114.7	91.9		317 Dorset Road, Easttown Township - 3 EDUs
75	10/23/2008		1575	22539.7	85.9		John O'Keefe Subdivision - 6 EDUs
76	12/04/2008		8025	14514.7	55.3		200 N. Radnor Chester Road - 31 EDUs
77	12/16/2008		262.5	14252.2	54.3		1301 Fairview Avenue, Havertown, PA
78	02/10/2009		12451	1801.2	6.9		145 King of Prussia Road, Radnor Twp.
79	02/10/2009		525	1276.2	4.9		1254 Fairview Avenue, Havertown
80	02/10/2009		262.5	1013.7	3.9		Bella Vista Road, Easttown
81	02/10/2009		525	488.7	1.9		1300 Fairview Road, Havertown
82	02/10/2009		262.5	226.2	0.9		1239 Leedom Road, Havertown
83	05/15/2009		262.5	-36.3	-0.1		1344 W. Chester Pike, Havertown - failing septic system
84	05/27/2009	37717.00		37680.7	143.5		I/I Allocation from Springfield Township for 2008
85	06/02/2009		262.5	37418.2	142.5		600 Glenmary Rd., St. David's
86	06/02/2009		2000	35418.2	134.9		Eastern University Fowler Hall -Radnor Twp.
87	06/02/2009		262.5	35155.7	133.9		20 Surrey Dr., Newtown Square
88	10/23/2009		262.5	34893.2	132.9		2628 Franklin Avenue Subdivision, Marple Township
89	04/30/2010		787.5	34105.7	129.9		615 Newtown Road, Radnor Township
90	06/23/2010	76932.00		111037.7	423.0		2009 I/I Credit
91	10/29/2010		262.5	110775.2	422.0		D&G Development Group
92	12/16/2010		262.5	110512.7	421.0		513 S. Roberts Road, Bryn Mawr - Failing Septic System
93	03/30/2011		525	109987.7	419.0		Douglas Golden, 1313 Center Road, Haverford Township
94	07/13/2011		262.5	109725.2	418.0		412 Conestoga Road, Radnor Township
95	09/16/2011		787.5	108937.7	415.0		1217 Bon Air Road, Haverford Township
96	10/04/2011		240	108697.7	414.1		Merion Golf Club, Ellis Road, Haverford Township
97	11/16/2011		262.5	108435.2	413.1		117 Sugartown Road, Easttown Township
98	11/17/2011	50757.00		159192.2	606.4		2010 I/I Credit
99	12/30/2011		262.5	158929.7	605.4		1430 County Line Road, Radnor Township
90	12/30/2011		12337.5	146592.2	558.4		Courtney Circle Pump Station , Radnor Township
91	03/12/2012		1650	144942.2	552.2		Berkley Road Commercial, Tredyffrin Township
92	04/13/2012		262.5	144679.7	551.2		606 W. Wayne Avenue, Radnor Township
93	05/22/2012		5250	139429.7	531.2		Eastern University West Campus Office and Classroom Building
94	07/06/2012		525	138904.7	529.2		Hurley Subdivision - Newtown St. & Caley Rd., Newtown Square
95	07/16/2012		262.5	138642.2	528.2		370 Malin Road, Radnor
96	11/05/2012		262.5	138379.7	527.2		527 St. Davids Avenue, Radnor Township - Failing Septic System
97	11/05/2012		1575	136804.7	521.2		229 Wayne Avenue, Radnor Township - Townhomes
98	11/05/2012		525	136279.7	519.2		200 Ithan Creek Road, Radnor Township - 3 lot subdivision
99	12/07/2012		13134	123145.7	469.1		Haverford Reserve, Havertown (50 EDUs for Buildings 3 and 4)
100	12/07/2012		787.5	122358.2	466.1		Munger Road & N. Newtown Street Road, Newtown Twp.
101	12/07/2012		2100	120258.2	458.1		615 Newtown Road, Radnor Township
102	03/01/2013		2625	117633.2	448.1		Stafford Apartments, Tredyffrin Township
103	03/01/2013		1575	116058.2	442.1		Newtown Shopping Center - Panera Bread
104	04/22/2013		262.5	115795.7	441.1		411 Timber Lane, Newtown Square
105	05/28/2013		262.5	115533.2	440.1		11 Northwoods Road, Newtown Township
106	05/28/2013		262.5	115270.7	439.1		1504 Steel Road, Haverford Township
107	07/03/2013		262.5	115008.2	438.1		Rite Aid Pharmacy, Newtown Township
108	09/09/2013		262.5	114745.7	437.1		Haverford Township School District - Maintenance Facility
109	11/25/2013		262.5	114483.2	436.1		1254 Leedom Road, Haverford Township
110	02/19/2014		1375	113108.2	430.9		301 S. Valley Forge Road, Tredyffrin Township
111	03/26/2014		10500	102608.2	390.9		Dunwoody Village, Newtown Township
112	04/22/2014		2888	99720.2	379.9		115 Stafford Avenue, Radnor Township
113	05/23/2014		1427	98293.2	374.5		30-50 Lawrence Road, Marple Township
114	05/23/2014		262.5	98030.7	373.5		2609 Sunset Boulevard, Marple Township
115	06/09/2014		19950	78080.7	297.5		Ardrossan Farm, Radnor Township
116	09/01/2014		397	77683.7	295.9		Surrey Services Senior Center, Devon
117	11/06/2014		1050	76633.7	291.9		205 Stafford Avenue, Radnor Township
118	01/21/2015		6090	70543.7	268.7		Villanova Center, Radnor Township - Flow Data updated per DEPs request
119	03/23/2014		262.5	70281.2	267.7		217 Pine Tree Road, Radnor Township
120	06/30/2015		262.5	70018.7	266.7		Albert Profico, Marple Township - Amended - 1 additional EDU
121	06/30/2015		15,000	55018.7	209.6		Additional Flow Request for Ellis Preserve Town Center, Newtown Township
122	06/30/2015		1050	53968.7	205.6		Bloomington Avenue, Radnor Township
123	02/08/2016		1050	52918.7	201.6		The Maples, 229 & 227 Plant Avenue, Radnor Township
124	02/08/2016		3150	49768.7	189.6		Fox Hollow Subdivision, Marple Township
125	02/11/2016		7875	41893.7	159.6		Langford Square Development, Marple Township
126	02/27/2016		50	41843.7	159.4		Emmaus House, Cabrini College, Radnor Township
127	03/04/2016		525	41318.7	157.4		1224 Steel Road, Haverford Township
128	04/19/2016		1050	40268.7	153.4		212 & 2016 Bloomington Avenue, Radnor Township
129	04/29/2016		16660	23608.7	89.9		Brightview Senior Living, Tredyffrin Township
130	05/05/2016		6000	17608.7	67.1		Fairfield Inn, Marple Township
131	08/19/2016		525	17083.7	65.1		Edward F. McGinley, 741 Newtown Road, Radnor Township
132	10/07/2016		262.5	16821.2	64.1		1235 Steel Road, Haverford Township
133	11/02/2016		774	16047.2	61.1		Radnor Memorial Library
134	11/17/2016		14,175	1872.2	7.1		West Chester Pike and I-476, Marple Township
135	12/22/2016		525	1347.2	5.1		131-133 Garrett Avenue, Radnor Township
136	12/22/2016		1312.5	34.7	0.1		20-22 Berkley Road - Peyton's Crossing

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

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

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

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

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

To complete the table, refer to the instructions, Section J. Upper Darby Township

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

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

J. CHAPTER 94 CONSISTENCY DETERMINATION (Continued)

c. Conveyance System

Name of Agency, Authority, Municipality Upper Darby Township

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

Agent Signature *Daniel R Lutz*

Date 1/3/17

4. Treatment Facility

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

YES NO

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

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

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

- b. Name of Agency, Authority, Municipality _____
Name of Responsible Agent _____
Agent Signature _____
Date _____

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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

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

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

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

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

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

To complete the table, refer to the instructions, Section J. Phila. Southwest Wastewater Pollution Facility

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance						
Treatment *	200	400	165.6	186.4	172.9	196

3. Collection and Conveyance Facilities *(MGD) PHILA. SWWPCF

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

YES NO

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

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

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

- b. Collection System
 Name of Agency, Authority, Municipality _____
 Name of Responsible Agent _____
 Agent Signature _____ Date _____

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

c. Conveyance System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

4. Treatment Facility

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

YES NO

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

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

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

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

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

Agent Signature *Eric Ponert*

Date 12/15/16

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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

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

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

O. SEWAGE MANAGEMENT (See Section O of instructions)

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

Yes No

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

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

2. Project Flows _____ gpd

Yes No

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

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

(For completion by non-municipal facility agent)

4. Collection and Conveyance Facilities

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

Yes No

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

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

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

- b. Collection System

Name of Responsible Organization _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

- c. Conveyance System

Name of Responsible Organization _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

5. Treatment Facility

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

Yes No

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

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

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

- b. Name of Facility _____
Name of Responsible Agent _____
Agent Signature _____
Date _____

(For completion by the municipality)

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

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

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

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

Yes No

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

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

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

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

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

Timothy P. Woodrow, P.E.

Name (Print)

President

Title

1108 N. Bethlehem Pike, Suite 5, L Gwynedd, PA 19000

Address

Signature

09/29/2016

Date

215-542-5648

Telephone Number

R. REVIEW FEE (See Section R of instructions)

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

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

County Recorder of Deeds for _____ County, Pennsylvania

Deed Volume _____ Book Number _____

Page Number _____ Date Recorded _____

R. REVIEW FEE (continued)

Formula:

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

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

The fee is based upon:

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

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

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

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

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

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

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
- For community sewage system projects one EDU is equal to a sewage flow of 400 gallons per day.
- For non-single family residential projects, EDUs are calculated using projected population figures

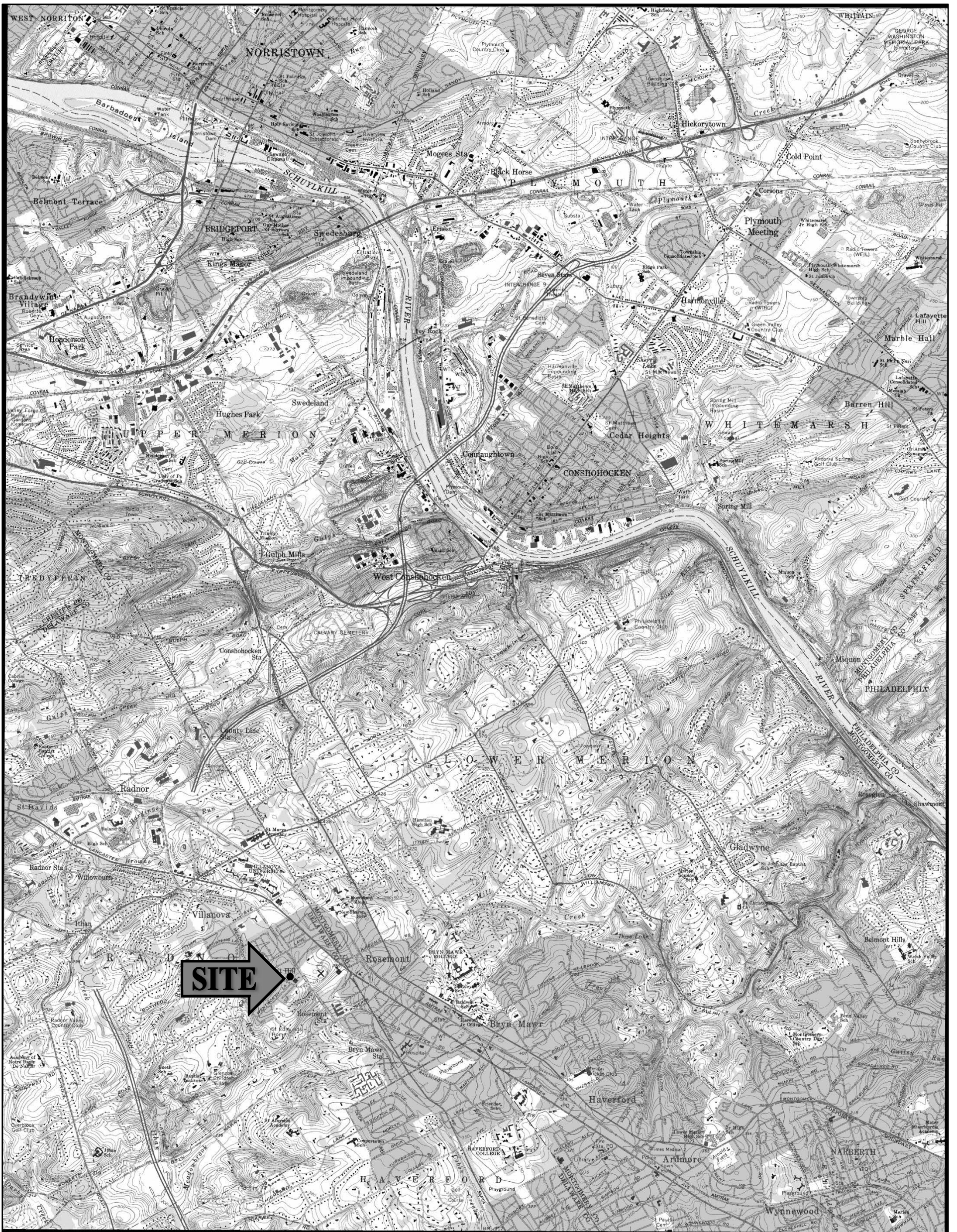
- C. A sub-surface discharge system that requires a permit under The Clean Streams Law will use a flat fee:

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

Section 6

U.S.G.S. Map

NORRISTOWN USGS QUAD MAP



Section 7

Component 3 Project Narrative

Narrative

The parcel of ground which is the subject of this planning module application is located within Radnor Township, Delaware County, Pennsylvania. The existing tract of ground measures approximately 10,000 square feet in size. The proposal would create two lots and provide for a twin style residential housing unit. Topographically, the lot is generally flat, and it does have some grade from front to back where generally from west to east. The plan was approved by the Radnor Township Planning Commission on March 7, 2016, and the Radnor Township Board of Commissioners on April 11, 2016. The Township review process deals with zoning compliance, stormwater management controls and best management practices, utility connections and general community planning goals.

The area surrounding the proposed parcel can be characterized by semi-dense existing development. Garrett Avenue contains a mix of twin homes, small lot single-family homes, and rental units. The subject parcel can be characterized as “infill” development. Moving to the next higher planning view of the surrounding uses for this tract we see the continuation of a rather dense development. The parcel immediately east has been developed by high density, mid-level office building construction. Immediately south on Garrett Avenue, approximately 400 feet from the subject parcel, is the intersection with Conestoga Road. This intersection to be characterized by “neighborhood commercial” development with small neighborhood scale retail uses. These uses include delicatessen, auto service, pub, nail salon and similar scale uses. To the west of the subject tract is an existing residential neighborhood built to similar densities that are found on Garrett Avenue. To the north of the subject tract is the crossing of a commuter railroad, a neighborhood park and again the continuation of residential neighborhoods developed to a similar density as that of the subject tract.

From a utilities perspective, public water, public sewer, electric, gas, cable TV, all exist in the neighborhood surrounding the subject property.

Section 8

Component 3 Alternatives Analysis

Alternative Analysis

When looking at the proposed method to treat sewage to be generated by this project, alternatives are few. Given the small size of the proposed lot, the intensity of development that is permitted by the underlying zoning district, and the surrounding intensity of existing development, the only viable alternative to serve this project is through a public sewer solution. Through this planning module, we will explore any potential issues with capacity in the public sewer system to assure that the addition of these two dwelling units will not adversely impact the public health safety and welfare.

Section 9

PNDI (No known impacts)

1. PROJECT INFORMATION

Project Name: **131-133 Garrett Avenue**

Date of Review: **8/23/2016 01:19:02 PM**

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

Project Area: **0.16 acres**

County(s): **Delaware**

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

ZIP Code: **19010**

Quadrangle Name(s): **NORRISTOWN**

Watersheds HUC 8: **Lower Delaware**

Watersheds HUC 12: **Darby Creek**

Decimal Degrees: **40.026269, -75.336347**

Degrees Minutes Seconds: **40° 1' 34.5674" N, 75° 20' 10.8491" W**

2. SEARCH RESULTS

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

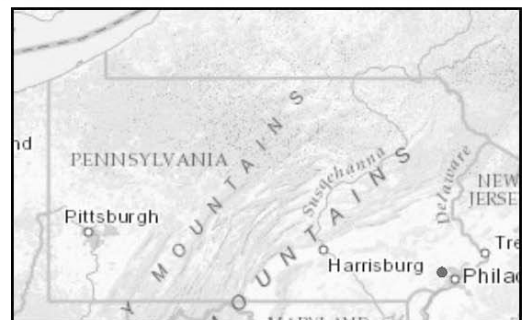
As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with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

Note that regardless of PNDI search results, projects requiring a Chapter 105 DEP individual permit or GP 5, 6, 7, 8, 9 or 11 in certain counties (Adams, Berks, Bucks, Carbon, Chester, Cumberland, Delaware, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Schuylkill and York) must comply with the bog turtle habitat screening requirements of the PASPGP.

131-133 Garrett Avenue

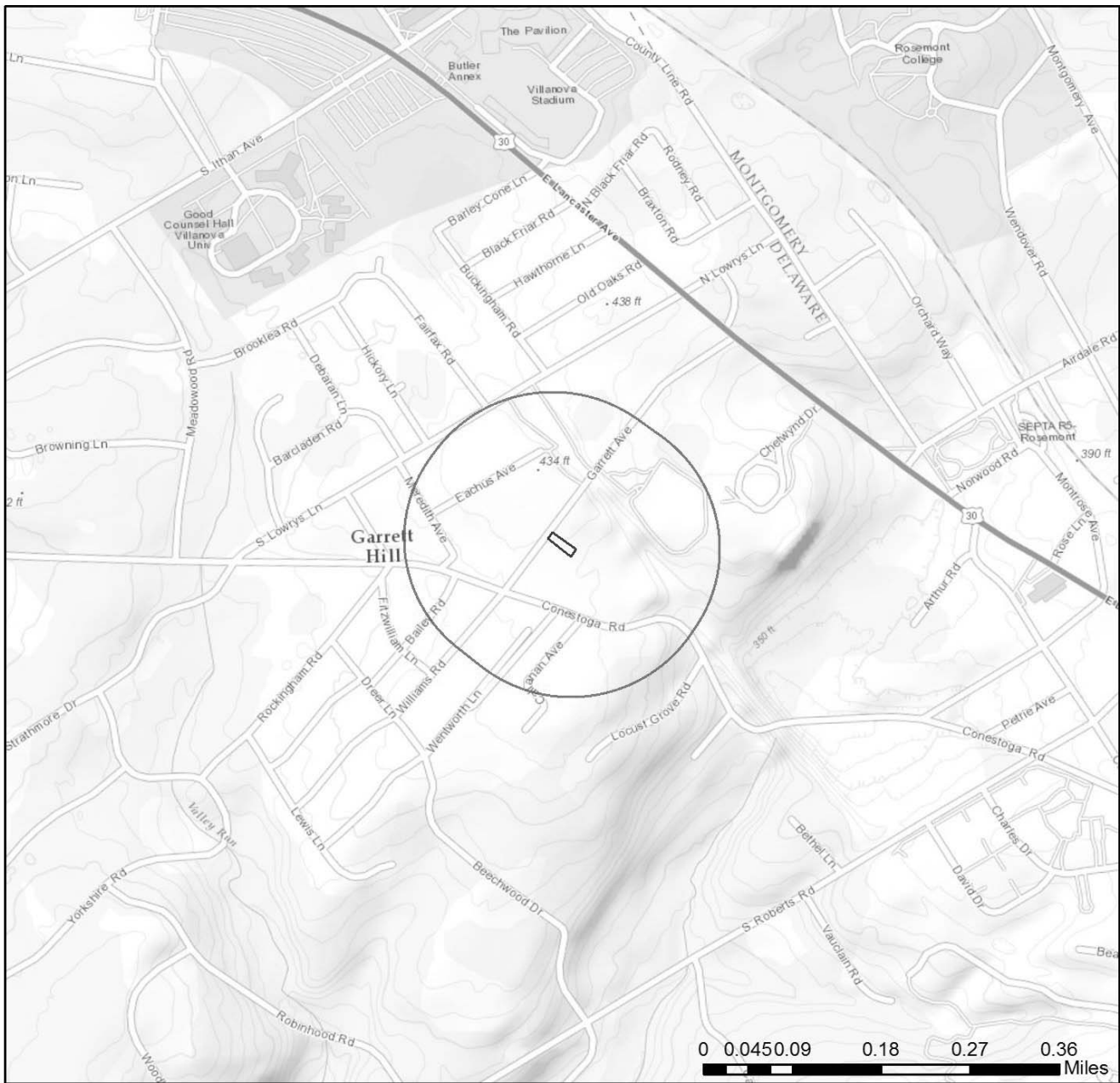


- Project Boundary
- Buffered Project Boundary



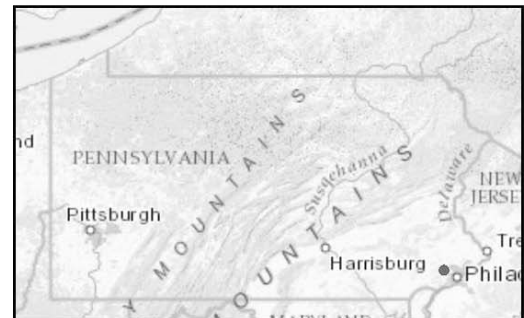
Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA,

131-133 Garrett Avenue



- Project Boundary
- Buffered Project Boundary

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



3. AGENCY COMMENTS

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

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

PA Game Commission

RESPONSE:

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

PA Department of Conservation and Natural Resources

RESPONSE:

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

PA Fish and Boat Commission

RESPONSE:

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

U.S. Fish and Wildlife Service

RESPONSE:

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

4. DEP INFORMATION

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

5. ADDITIONAL INFORMATION

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

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

6. AGENCY CONTACT INFORMATION

PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section
400 Market Street, PO Box 8552
Harrisburg, PA 17105-8552
Email: RA-HeritageReview@pa.gov
Fax: (717) 772-0271

PA Fish and Boat Commission

Division of Environmental Services
450 Robinson Lane, Bellefonte, PA 16823
Email: RA-FBPACENOTIFY@pa.gov

U.S. Fish and Wildlife Service

Pennsylvania Field Office
Endangered Species Section
110 Radnor Rd; Suite 101
State College, PA 16801
NO Faxes Please

PA Game Commission

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

7. PROJECT CONTACT INFORMATION

Name: Timothy P. Woodrow, P.E.
Company/Business Name: Woodrow & Associates, Inc.
Address: 1108 N. Bethlehem Pike, Suite 5
City, State, Zip: Lower Gwynedd, PA 19002
Phone: (215) 542-5648 Fax: (215) 542-5679
Email: twoodrow@woodrowing.com

8. CERTIFICATION

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

Timothy P Woodrow
applicant/project proponent signature

08-23-2016
date

Section 10

Water Certification



RECEIVED
SEP 12 2016

September 8, 2016

Timothy Woodrow, P.E.
Woodrow & Associates
1108 North Bethlehem Pike, Suite 5
Lower Gwynedd, PA 19002

Re: Water Availability
Garrett Avenue
Radnor Township, Delaware County, Pennsylvania

Dear Mr. Woodrow:

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

Please contact Deanne L. Ciotti, Aqua Pennsylvania Inc.'s New Service Representative at 610-541-4160 for further information on service alternatives that will meet your domestic and fire service needs. Ms. Ciotti will provide you with the appropriate service applications.

Please note that if any additional hydrants are required, or any need to be relocated, for this project that it will be handled separately by me with the issuance of a Fire Hydrant Agreement or Relocation Agreement for execution. If required, please forward a drawing with the hydrant dimensioned in both directions showing any utilities that could be encountered by us in running the hydrant lead pipe. Similarly this also applies to the existing mains on this parcel, except that your firm would be required to prepare a main relocation drawing for us.

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

If I can be of further assistance, you may contact me at (610) 645-4230.

Sincerely,

A handwritten signature in cursive script that reads "Gary J. Horne".

Gary J. Horne
New Business Representative

Section 11

Sewer Certification



RADNOR • HAVERFORD • MARPLE

SEWER AUTHORITY

600 GLENDALE ROAD • HAVERTOWN, PA 19083

(610) 446-0867

FAX (610) 446-4926

December 07, 2016

Mr. Timothy P. Woodrow, P.E.
Project Engineer
Suite 5, 1108 north Bethlehem Pike
Lower Gwynedd, PA 19002

RE: 131-133 Garrett Avenue.
Radnor Township, Delaware County, PA.

Dear Mr. Woodrow;

In regards to your communication with the Radnor Haverford Marple Sewer Authority (RHM) dated September 14, 2016 requesting flow allocation of 525 gallons per day or Two EDU's, for the above referenced project in Radnor Township, on December 06, 2016 the RHM Authority Board approved the flow conveyance of 525 Gallons Per Day.

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

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

Very truly yours,
RHM Sewer Authority

David E. Adams
Manager of Operations

DARBY CREEK JOINT AUTHORITY

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

October 4, 2016
File No. 83800-112-RHM

Timothy P. Woodrow, P.E.
Woodrow & Associates
1108 North Bethlehem Pike, Suite 5
Lower Gwynedd, Pa 19002

Re: DJB Properties
131-133 Garrett Ave, Radnor Township
Flow Allocation

Dear Mr. Woodrow:

At its meeting on September 21, 2016 the Darby Creek Joint Authority Board approved the flow allocation of 525 gpd for the above-referenced project. In accordance with the October 2007 Capacity Management Plan for the Darby Creek Interceptor approved by PA DEP on February 12, 2008, the Authority has the capacity to receive the flows, and the flow will not create a hydraulic overload or 5-year project overload. A copy of the 5-year flow projection is attached.

Very truly yours,


Charles J. Catania, Jr., PE
Authority Engineer

CJC,Jr/cd
Enclosure
cc: Anthony Casadei
Dave Adams, RHM



Commissioners

JEFFREY RUDOLPH, SR
President

LEE J. JANICZEK, Ed.D.
Vice President

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

Township of Springfield DELAWARE COUNTY, PA

50 POWELL ROAD, SPRINGFIELD, PA 19064

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

J. LEE FULTON
Township Manager

MARGARET A. YOUNG
Treasurer

JAMES J. BRYNE, JR., Esq.
Solicitor

December 23, 2016

Ms. Dawn Leedom
Woodrow & Associates, Inc.
1108 N. Bethlehem Pike, Suite 5
Lower Gwynedd, PA 19002

Re: Flow Allocation Request: 131-133 Garrett Avenue, Radnor Township

Dear Ms. Leedom,

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

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

Sincerely,


Lee Fulton
Township Manager

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

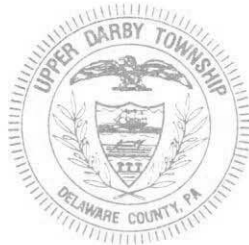
UPPER DARBY TOWNSHIP

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

Mayor
Thomas N. Micozzie

Chief Administrative Officer
Thomas J. Judge, Jr.

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



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

January 3, 2017

Ms. Dawn Leedom
Woodrow & Associates, Inc.
1108 N. Bethlehem Pike, Suite 5
Lower Gwynedd, PA 19002

Re: Sewage Facilities Planning
131-133 Garrett Avenue
Radnor Township, Delaware County, PA

Dear Dawn,

Attached is the signed Chapter 94 Consistency Determination form for the above referenced project. This certification of the conveyance system is based on the attached letter from Springfield Township dated December 23, 2016.

Sincerely,

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



Township of Springfield
DELAWARE COUNTY, PA

50 POWELL ROAD, SPRINGFIELD, PA 19064

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

J. LEE FULTON
Township Manager

MARGARET A. YOUNG
Treasurer

JAMES J. BRYNE, JR., Esq.
Solicitor

Commissioners

JEFFREY RUDOLPH, SR
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Vice President

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

December ~~23~~, 2016

Ms. Dawn Leedom
Woodrow & Associates, Inc.
1108 N. Bethlehem Pike, Suite 5
Lower Gwynedd, PA 19002

Re: Flow Allocation Request: 131-133 Garrett Avenue, Radnor Township

Dear Ms. Leedom,

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

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

Sincerely,


Lee Fulton
Township Manager

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



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

EDG: [unclear]
[unclear]

November 22, 2016

Timothy P. Woodrow, P.E.
Woodrow & Associates, Inc.
1108 North Bethlehem Pike – Suite 5
Lower Gwynedd, PA 19002

RE: Sewer Planning Module Exemption
131-133 Garrett Avenue, Radnor Township

Dear Mr. Woodrow:

Please be advised that DELCORA has sufficient capacity at the Darby Creek Pump Station to accept the 525 GPD (2 EDUs) from the referenced project. The additional load from the project will not create a hydraulic or an organic overload, or a five-year projected overload. The conveyance and treatment system has adequate capacity to meet the criteria set forth in Section 71.51(b)(2)(iii) of the PADEP Rules and Regulations for this project's wastewater flows.

However, you must first pay the tapping fees to DELCORA of \$1,000.00 for each EDU prior to sewer module approval and obtain a sewer connection permit from the owner of the collection system. Should the project not go forward, this fee will be refunded upon written request.

Sincerely,

Robert J. Willert
Executive Director

RJW:smf

cc: E. Bothwell - via email
C. Catania, Jr., CEA - via email
Accounting - via email
File - Project #2016-1285

ADMINISTRATION

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

CUSTOMER SERVICE/BILLING

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

PURCHASING & STORES

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

PLANT & MAINTENANCE

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



Debra McCarty, Water Commissioner

December 15, 2016

Via E-mail

Ms. Dawn Leedom
Woodrow & Associates, Inc.
1108 N. Bethlehem Pike, Suite 5
Lower Gwynedd, PA 19002

**SUBJECT: Request for Capacity Certification
131-133 Garrett Avenue
PWD Code No. 201605-021
Radnor Township, Delaware County**

Ms. Leedom:

I have completed the portions pertaining to the City of Philadelphia on the enclosed pages 3, 6 and 7 of the planning module for the above referenced project and certify that there is adequate capacity within the City of Philadelphia's conveyance and treatment facilities to receive and treat the sewage flows from this new land development. The waste load from the proposed new land development will not create a hydraulic or organic overload or a five-year projected overload from the date of this letter that is inconsistent with the City's approved Combined Sewer Overflow Plan. This certification is for conveyance capacity within the City of Philadelphia sewerage system and treatment for a flow of 525 gpd at the City's Southwest Water Pollution Control Plant (NPDES Permit No. PA 0026671, Clean Streams Law Permit No. 5173401) only and should not be construed as a certification of collection or conveyance capacity outside the City of Philadelphia.

Please note that the City of Philadelphia may rescind this capacity certification should an unforeseen capacity issue arise or if the PA Department of Environmental Protection or other regulatory agency restricts or bans additional flows to any portion of the City's sewerage system to which the project is tributary.

Sincerely,

Eric Ponert
Sewage Enforcement Officer

Section 12

Check List



pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

May 25, 2016

Mr. Joseph Estock
Joseph M. Estock Consulting Engineers
& Land Surveyors
355 South Henderson Road
King of Prussia, PA 19406-2407

Re: Application for Planning Modules
Checklist Letter – Component 3
131-133 Garrett Avenue Development
DEP Code No. 1-23013-254-3J
Radnor Township
Delaware County

Dear Mr. Estock:

In response to your application mailer, this checklist letter outlines what is required to be submitted to the municipality and the Department of Environmental Protection (DEP) as a complete module packet for the proposed development. Your development proposes a two lot residential subdivision and the replacement of the existing dwelling with a twin dwelling that will be served by a connection to public sewer.

Sewage Facilities Planning Module forms are available online at www.dep.pa.gov. At the top of the page, select *Businesses*, then *Water*. On the right-side of the page, select the following: *Bureau of Clean Water; Wastewater Management; Act 537*; and *Sewage Facilities Planning*. Select the appropriate forms from the center of the page.

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

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

- Instructions
- Form

Sewage Facilities Planning Module Component 4

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

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

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

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

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

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

Sincerely,



Stefanie Rittenhouse
Sewage Planning Specialist 2
Clean Water

cc: Delaware County Planning Department
Mr. Zienkowski - Radnor Township
DJB Properties, LP
RHM
DCJA
Mr. Fulton - Springfield Township
Mr. Maloney - Upper Darby Township
DELCORA
Mr. Ponert - City of Philadelphia Water Department
Planning Section
Re 30 (GJE16CLW)146-7

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

<i>Section E: Availability of Drinking Water Supply</i>		
✓	The appropriate box is checked in Section E	
✓	For existing public water supplies, the name of the company is provided	
✓	For public water supplies, the certification letter from the public water company is attached	
<i>Section F: Project Narrative</i>		
✓	The Project Narrative is attached	
✓	All information required in the module directions has been addressed	
<i>Section G: Proposed Wastewater Disposal Facilities</i>		
✓	Section G.1.a. The collection system boxes are checked	
	The Pennsylvania Clean Streams Law (CSL) permit number is provided for existing systems	
✓	Section G.1.b. The questions on the collection system are completed	
✓	Section G.2.a. The appropriate treatment facility box is checked	
✓	For existing treatment facilities, the name is provided	
✓	For existing treatment facilities, the NPDES permit number is provided	
✓	For existing treatment facilities, the CSL permit number is provided	
	For new treatment facilities, the discharge location is provided	
✓	Section G.2.b. The certification statement has been completed and signed by the wastewater treatment facility permittee or their representative	
✓	Section G.3. The plot plan is attached and contains all items in the module instructions under Section G.3	
✓	The plot plan will show the proposed sewer facilities, sewer extension and/or point of connection to the existing sewer line or point of discharge	
	Copies of easement(s) or right-of-way(s) are attached	
✓	Section G.4. The boxes are checked regarding Wetland Protection	
✓	Section G.5. The boxes are checked regarding Primary Agricultural Land	
	Section G.6. The boxes are checked confirming consistency with the Historic Preservation Act	
	The Cultural Resources Notice (CRN) (Form 0120-PM-PY0003) is attached	
	A return receipt for its submission to the PHMC is attached	
	The PHMC review letter is attached	

	Section G.7. The boxes are checked regarding Pennsylvania Natural Diversity Inventory (PNDI)	
✓	Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt is attached	
✓	PNDI Review Receipt, if no potential impacts identified, is not older than 2 years	
	All supporting resolution documentation from jurisdictional agencies (when necessary) is attached and not older than 2 years	
	A completed PNDI Large Project Form (PNDI Form) (Form 8100-FM-FR0161) is attached with all supplemental materials and DEP is requested to complete the search.	
<i>Section H: Alternative Sewage Facilities Analysis</i>		
✓	The Alternative Sewage Facilities Analysis is attached	
✓	All information required in the module directions has been addressed	
<i>Section I: Compliance with Water Quality Standards and Effluent Limitations</i>		
	The box is checked regarding Waters Designated for Special Protection	
	The Social or Economic Justification is attached	
	The box is checked regarding Pennsylvania Waters Designated As Impaired	
	The box is checked regarding Interstate and International Waters	
	The box is checked regarding Tributaries to the Chesapeake Bay and the required information is provided	
	The Name of Permittee Agency, Authority, Municipality and the Initials of Responsible Agent are provided	
	If discharge to an intermittent stream, dry swale or manmade ditch is proposed, provide evidence that a certified letter has been sent to each owner of property over which the discharge will flow until perennial conditions are met	
<i>Section J: Chapter 94 Consistency Determination</i>		
✓	A map showing the path of the sewage to the treatment facility and the location of the discharge is provided	
✓	Section J.1. The Project Flows are provided	
	Section J.2. The permitted, existing, and projected average and peak flows are provided in the table for collection, conveyance and treatment facilities	
	Section J.3.a. The appropriate box is checked indicating capacity in the Collection and Conveyance Facilities	
	Section J.3.b. The Collection System information is completed, signed and dated	
<i>Section J: Chapter 94 Consistency Determination</i>		

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

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

CERTIFICATION STATEMENT

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

Signed: _____
Applicant (or Applicant's authorized representative)

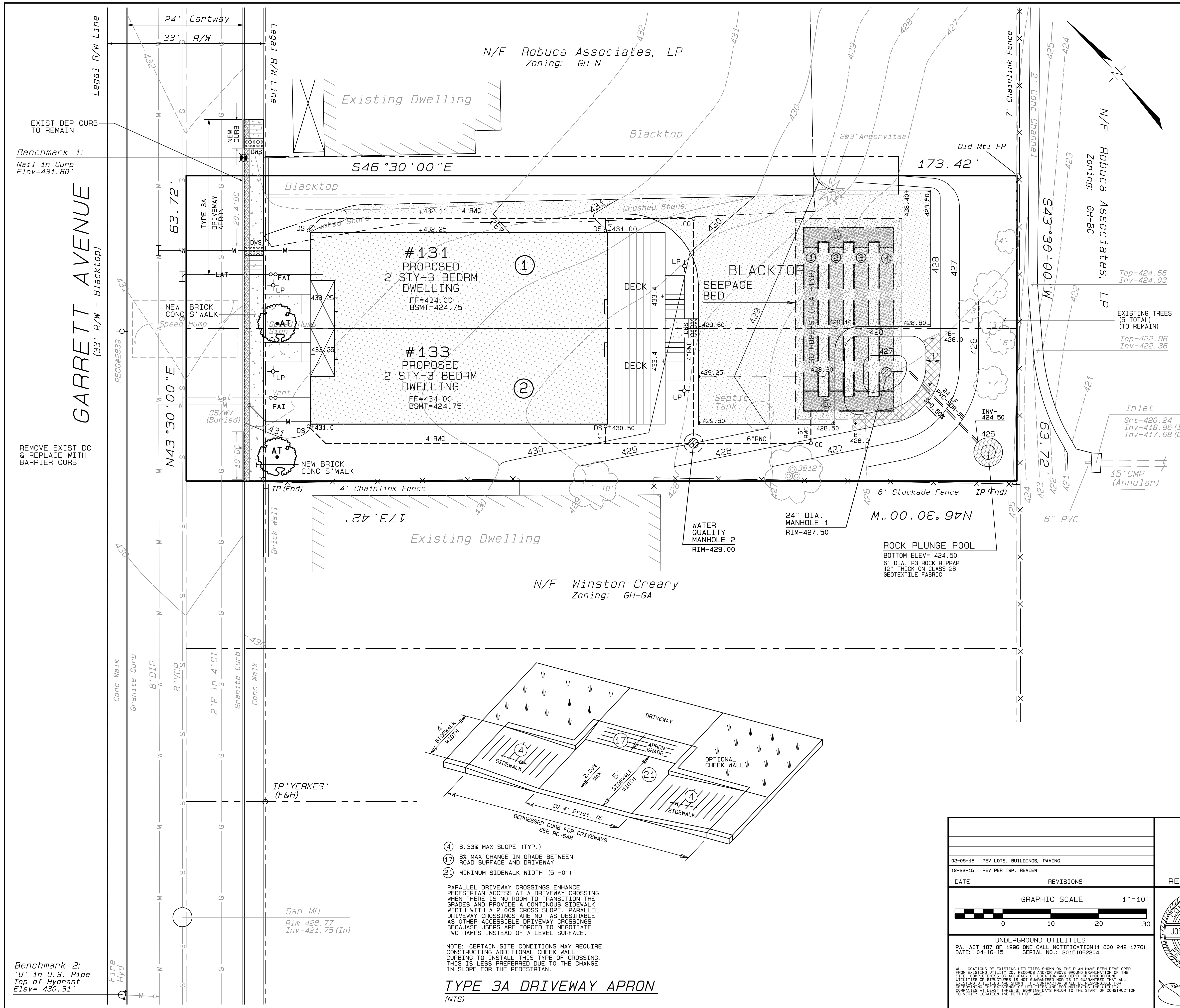
Date: 01/17/2017

Signed: _____
Municipal Secretary

Date: _____

Section 13

Plan



RADNOR TOWNSHIP LANDSCAPE COMPLIANCE CHART

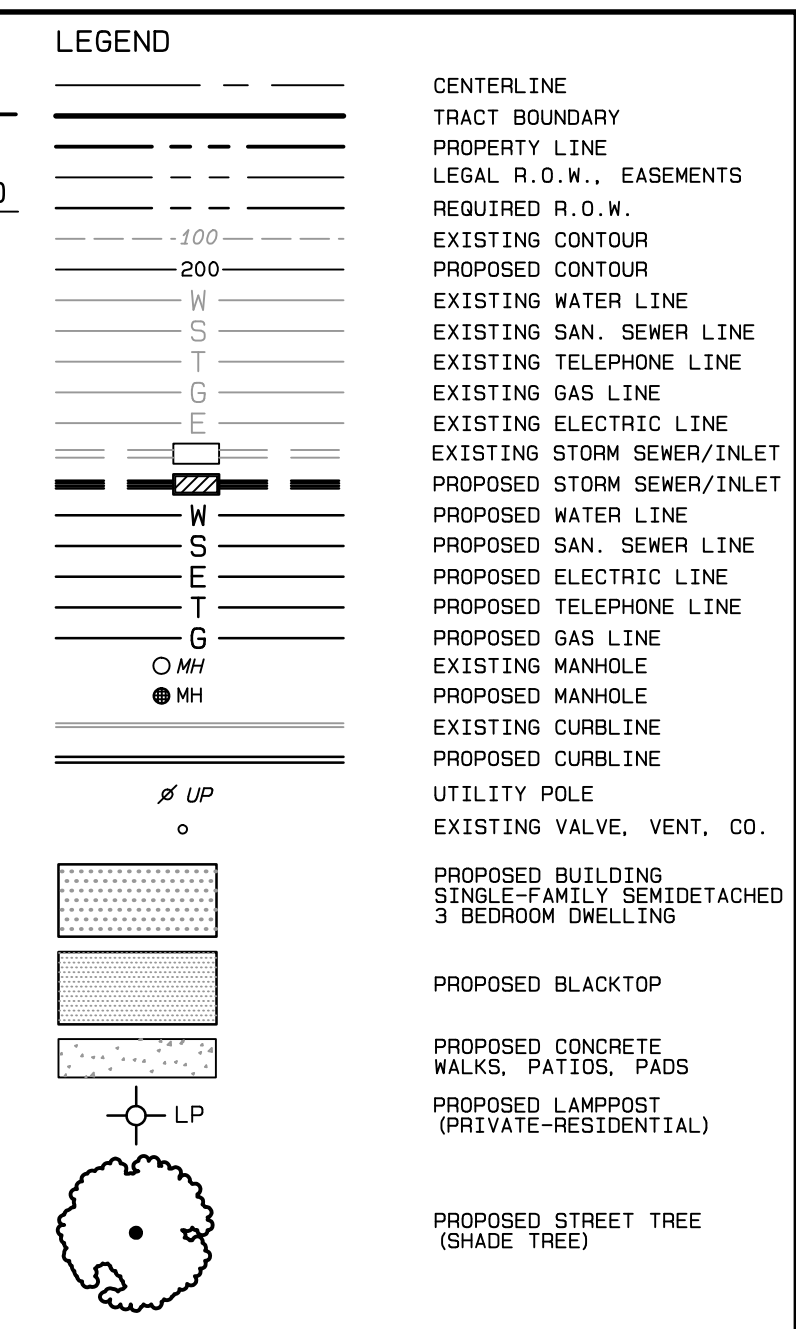
§ 255.38. SHADE TREES

	REQUIRED	PROVIDED
§ 255-38.A STREET TREES REQUIRED ALONG EXIST. STREETS	YES	YES
§ 255-38.B STREET TREES AT INTERVALS OF NO MORE THAN 30 FEET		
GARRETT AVENUE: 63.72 LF = 2.1 TREES	2.1 TREES	2 TREES

PLANT LIST:

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	CAL.	HGT.	B&B
⊙	2	ACER TRIFOLIUM	THREE-FLOWER MAPLE	2.5'-3'	14'-16'	8'-10'

- LANDSCAPE GENERAL NOTES:**
- ALL PLANT MATERIAL SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN NURSERYMAN'S ASSOCIATION.
 - ALL PLANT MATERIAL IS TO BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE TIME OF FINAL APPROVAL.
 - ALL STREET TREES TO BE PRUNED TO PROVIDE 12' CLEARANCE FROM THE GROUND.
 - ALL CANOPY TREES TO BE PRUNED TO HAVE A SPREAD EQUAL TO 50% OF THE HEIGHT.



- GENERAL NOTES:**
- SUMP PUMPS FOR FOUNDATION DRAINAGE SHALL BE CONNECTED TO THE SEEPAGE BED.
 - ALL CONSTRUCTION AND MATERIALS SHALL BE IN CONFORMANCE WITH PADOT PUBLICATION 408, PADOT PUBLICATION 72 AND THE RADNOR TOWNSHIP STANDARD SPECIFICATIONS AND DETAILS.
 - THE OWNER MUST SIGN AND RECORD AN OPERATIONS AND MAINTENANCE AGREEMENT WITH THE MUNICIPALITY COVERING ALL STORMWATER FACILITIES AND BMPs THAT ARE PRIVATELY OWNED. THE MAINTENANCE AGREEMENT MUST BE TRANSFERRED WITH TRANSFER OF OWNERSHIP.
 - A STORMWATER MANAGEMENT EASEMENT GRANTING THE MUNICIPALITY THE RIGHT BUT NOT THE OBLIGATION TO ENTER, INSPECT AND IMPROVE STORMWATER FACILITIES MUST BE PROVIDED.
 - ALL RAINWATER CONDUCTORS TO BE PVC SCHEDULE 40 OR PVC-SDR-35 OR HIGH DENSITY POLYETHYLENE - SMOOTH INTERIOR (HDPE-SI) HAVING A MINIMUM SLOPE OF 2%. SEE PLAN FOR PIPE SIZE.
 - BOUNDARY AND TOPOGRAPHIC INFORMATION OBTAINED FROM A RECENT SURVEY PERFORMED BY JOSEPH M. ESTOCK, PE, PLS.
 - BENCHMARK 1: NAIL SET IN SOUTHEASTELY CURBLINE OF GARRETT AVENUE NEAR THE NORTHERLY CORNER OF PROPERTY. ELEVATION = 431.80 FEET BASED UPON NAVD-1983 DATUM. BENCHMARK 2: TOP OF THE LETTER 'U' IN 'US PIPE' ON THE FIRE HYDRANT ALONG THE NORTHWESTELY CURBLINE OF GARRETT AVENUE ABOUT 108 FEET SOUTHWEST OF THE PROPERTY. ELEVATION = 430.31 FEET BASED UPON NAVD-1983 DATUM.
 - PROPOSED LAMPOSTS SHALL BE A MIN SIX (6) FEET HIGH. FIXTURES SHALL MEET ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA "CUTOFF" OR "FULL CUTOFF" CRITERIA. SHOP DRAWINGS OF THE LAMPOST AND FIXTURE MUST BE SUBMITTED TO THE TOWNSHIP FOR REVIEW AND APPROVAL BEFORE INSTALLATION.
 - THE CONDITION OF THE EXISTING SANITARY SEWER LATERAL AND WATER SERVICE LATERAL SHALL BE ASSESSED AND APPROVED BY THE RADNOR TOWNSHIP PLUMBING INSPECTOR PRIOR TO CONNECTION.
 - THE EXISTING SEPTIC TANK IS TO BE REMOVED AND BACKFILLED.

I, DAVID J. BROSSO OF DJB PROPERTIES, LP, OWNER OF THE PROPERTY SHOWN ON THESE PLANS ACKNOWLEDGE THAT ANY REVISION TO THE APPROVED DRAINAGE PLAN MUST BE APPROVED BY THE MUNICIPALITY, AND THAT A REVISED EROSION AND SEDIMENT CONTROL PLAN MUST BE SUBMITTED TO THE CONSERVATION DISTRICT FOR A DETERMINATION OF ADEQUACY.

DATE: _____ DAVID J. BROSSO OF DJB PROPERTIES, LP (OWNER)

I, JOSEPH M. ESTOCK, PE, PLS., ON THIS _____ DAY OF _____, 20____, HEREBY CERTIFY THAT THE DRAINAGE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE RADNOR TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.

PROJECT TITLE:
131-133 GARRETT AVENUE
RADNOR TOWNSHIP - DELAWARE COUNTY - PENNSYLVANIA

DRAWING TITLE:
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

PREPARED BY:
JOSEPH M. ESTOCK
Consulting Engineers & Land Surveyors

SCALE: 1" = 10'
DATE: 27 APRIL 2015
FILE NO.: 15003
FIELD BOOK: 327
SHT. NO.: 5 OF 6

REVISIONS

DATE	REV PER TWP. REVIEW	REVISIONS
02-05-16		REV LOTS, BUILDINGS, PAVING
12-22-15		REV PER TWP. REVIEW

GRAPHIC SCALE 1" = 10'

UNDERGROUND UTILITIES
PA. ACT 187 OF 1996-ONE CALL NOTIFICATION(1-800-242-1776)
DATE: 04-16-15 SERIAL NO.: 20151062204

ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLAN HAVE BEEN DEVELOPED FROM EXISTING UTILITY CO. RECORDS AND/OR ABOVE GROUND EXAMINATION OF THE SITE. THE ENGINEER HAS NO KNOWLEDGE OF ANY OTHER UTILITIES OR ANY OTHER EXISTING UTILITIES NOT SHOWN ON THE PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXISTENCE OF UTILITIES AND FOR NOTIFYING THE UTILITY COMPANIES AT LEAST THREE(3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION TO VERIFY LOCATION AND DEPTH OF SAME.

REVISION NO.

JOSEPH M. ESTOCK
REGISTERED PROFESSIONAL ENGINEER
PE037320E
PENNSYLVANIA

RESOLUTION NO. 2017-37

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING THE
PUBLIC WORKS DEPARTMENT TO RECEIVE SEALED
BIDS FOR THE ANNUAL TREE AND STUMP REMOVAL
PROJECT**

WHEREAS, Radnor Township annually receives sealed bids for tree removal, tree trimming, and stump removal on Township property, and Township Street Right of Ways

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Public Works Department to Receive Sealed Bids for Tree Removal & Stump Grinding

SO RESOLVED this 27th day of February, 2017, AD

RADNOR TOWNSHIP

By:

Name: Elaine P. Schaefer
Title: President


ATTEST:

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: February 21st, 2017

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Director of Public Works 

CC: Robert A. Zienkowski, Township Manager

LEGISLATION: Resolution #2017-37 Authorization to Receive Sealed Bids for Tree Removal & Stump Grinding

LEGISLATIVE HISTORY: The Tree Removal and Stump Grinding project is an annual, sealed bid contract.

PURPOSE AND EXPLANATION: Each year the Public Works Department annually requests to receive bids from qualified contractors to remove trees in the Township R.O.W. and Township owned land. The Public Works Department is unable to remove these trees due to the specialized equipment needed or work near PECO wires. Through the expertise of the Township's appointed arborist, and with input from staff, trees are selected to be removed due to health or damage issues. Trees noted to be removed are in street Rights of Way, Township Parks, and the Radnor Trail.

IMPLEMENTATION SCHEDULE: Upon Board approval, the contract for construction will be posted on the Penn BID eBidding site.

FISCAL IMPACT: This project is funded by account 01-005-453-4250.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners authorize the receipt of sealed bids for Tree Removal and Stump Grinding.*

MOVEMENT OF LEGISLATION: It is being requested that the Board approve the motion for this project.

RESOLUTION NO. 2017-38

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING MOBILE DREDGING AND PUMPING, INCORPORATED, TO PERFORM CLEANING AND SEDIMENT REMOVAL AT THE TOWNSHIP'S STORMWATER MANAGEMENT SYSTEM BY THE RADNOR FIRE COMPANY, AND THE POPLAR AVENUE CULVERT

WHEREAS, Radnor Township owns and maintains a stormwater management system at the Radnor Fire Company

WHEREAS, Radnor Township owns and maintains the culvert over Gulph Creek, at Poplar Avenue

WHEREAS, both of the aforementioned items are in need of sediment and debris removal

WHEREAS, Mobile Dredging and Pumping, Incorporated, has submitted a cost proposal to perform said work

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize Mobile Dredging and Pumping, Incorporated, to Perform Cleaning and Sediment Removal at the Township's Stormwater Management System by the Radnor Fire Company, and the Poplar Avenue Culvert, for the fee of \$22,120

SO RESOLVED this 27th day of February, A.D., 2017

RADNOR TOWNSHIP


By: _____
Name: Elaine P. Schaefer
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: February 21st, 2017

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Director of Public Works 

CC: Robert A. Zienkowski, Township Manager
William M. White, Finance Director
Stephen J. McNelis, Superintendent of Solid Waste & Highway

LEGISLATION: **Resolution #2017-38** – Authorization for Mobile Dredging and Pumping, Incorporated, to Perform Cleaning and Sediment Removal at the Township's Stormwater Management System by the Radnor Fire Company, and the Poplar Avenue Culvert

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

PURPOSE AND EXPLANATION: The Public Works Department inspected the Stormwater Management System (SWM) that we installed by the Radnor Fire House (decades ago). The system (two (2) rows of 48" RCP, +/- 70' long) is approximately 50% full of sediment and debris. This SWM system is in need of sediment and debris removal, as well as cleaning (jetting). At approximately a two-foot-thick layer, the most efficient method of cleaning is with equipment the Township does not own, hence the proposal from Mobile Dredging and Pumping.

The Poplar Road Culvert has sediment building up on the downstream side of the culvert, approximately 1.5' to 2' in height. We have cleaned this in the past, and we are trying to be proactive in addressing the sediment removal. The cost proposal is attached, and but breaks down as follows:

Radnor Fire House – SWM System, owned and maintained by Radnor Township:
Fee includes spoil transportation, estimated labor, and spoil disposal. \$19,970.

Poplar Avenue Culvert:
Fee includes estimated labor, hauling, disposal at the Township's site. \$2,150.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the Public Works Department will process a purchase order. Upon receipt of the purchase order, the contractor will schedule this work to be completed in 1-2 weeks.

FISCAL IMPACT: These two projects will be funded by the "04-04421" Stormwater Fund.

RECOMMENDED ACTION: *I respectfully request that the Board of Commissioners Authorize Mobile Dredging and Pumping, Incorporated, to Perform Cleaning and Sediment Removal at the Township's Stormwater Management System by the Radnor Fire Company, and the Poplar Avenue Culvert, for the fee of \$22,120.*

Enclosure: Mobile Dredging Proposal



MOBILE DREDGING & VIDEO PIPE, INC.

Specializing in today's needs for environmental protection.

3010 Bethel Road • Chester, Pennsylvania 19013-1488 • (610) 497-9500 • Fax (610) 497-9708

February 14, 2017

Proposal No. 17-085B

PROPOSAL

Submitted to:

Radnor Township
301 Iven Ave.
Wayne, PA 19087-5297

ISO 14001:2004 CERTIFIED
ISO 9001:2008 CERTIFIED
OHSAS 18001:2007 CERTIFIED

Attn: Steve McNelis

Subject: Storm sewer clean out and creek cleaning

In accordance with your request we are pleased to submit the following proposal for your review.

Scope of Work: To provide an industrial vacuum unit or a jetter combo unit to clean two 48 inch pipes approximately 70 feet long located at the firehouse parking lot. Also to clean debris from the creek bed under the Poplar Ave Bridge. The debris from the storm pipe will be off loaded at a proper disposal facility. The creek bed material will be off loaded in an area designated by the customer. The customer will supply a 3rd man the entire day to act as a safety watch. At 2 feet in both pipes the volume to be removed is 32 cubic yards.

MDVP Will Furnish: Vacuum truck, trained crew, hose and confined space equipment.

Customer Will Furnish: All access, openings, and rights of way to the work area, disposal paperwork, one man to act as a safety watch and any special permits, licenses or fees required to perform the work.

Price: Our price to complete this work is as follows:

FIREHOUSE PARKING LOT STORM PIPES:

Two Thousand One Hundred Fifty Dollars (\$2,150.00) per 8 hour workday. Any hours worked over 8 will be billed at \$250/hr.

Estimate of 5 days to complete. (2,150.00 X 5 days of work) = \$10,750.00

Transportation to disposal site: Five Hundred Dollars (\$500.00) per truck load. 5 loads = \$2,500.00

Disposal: Two Hundred Ten Dollars (\$210.00) per ton. 32 tons X \$210 per ton = \$6,720.00

Estimated total for Firehouse storm pipe job - \$19,970.00

POPLAR AVE BRIDGE CREEK BED CLEANING:

Two Thousand One Hundred Dollars (\$2,150.00) per 8 hour day.

Estimate of one day to complete. \$2,150.00 X 1 day of work) = \$2,150.00

No transportation or disposal.

Estimated total for Poplar Ave Bridge work - \$2,150.00

**INDUSTRIAL PROPOSAL
GENERAL TERMS AND CONDITIONS**

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

Customer Provided Labor: Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement. The Customer agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: The Customer holds clear title to all waste debris or other materials that the Contractor might handle, process or transport and Customer agrees to supply all necessary manifests. The Customer will indemnify the Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material, contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent that the Contractor is negligent in performing work.

Indemnification: The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Credit Policy: Regular Terms are Net 30 Days. If any invoice is not paid in accordance with its terms, the customer agrees that there shall be added thereto, and the customer agrees to pay to contractor, a late charge at the rate of 1.5% per month on the unpaid balance, plus all costs, including reasonable attorney fees, incurred by the contractor in collection of any invoice not paid in accordance with its terms.

Entire Agreement: This proposal together with any written documents, which maybe incorporated by specific reference herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

RESOLUTION NO. 2017-39

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE PURCHASE OF A NEW SOFTWARE SYSTEM TO ENHANCE THE TOWNSHIP'S ALARM REGISTRATION DATABASE AND ALARM ORDINANCE ENFORCEMENT

WHEREAS, the Board of Commissioners has introduced for adoption Ordinance No. 2017-03 providing for a revised system of false alarm citation notices; and

WHEREAS, the Township Administration has secured a proposed agreement with United Public Safety for the acquisition of the hardware and software system necessary to run the alarm registration and database; and

WHEREAS, the total cost for the system from United Public Safety is \$43,545.00.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Radnor Township does hereby approve the purchase of the United Public Safety hardware and software system for implementation with the Township's new alarm registration and database program in a total amount of \$43,545.00.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 27th day of February, 2017.

RADNOR TOWNSHIP BOARD OF
COMMISSIONERS

Name: Elaine P. Schaefer
Title: President

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

Radnor Township

PROPOSED LEGISLATION

DATE: February 2, 2017

TO: Robert A. Zienkowski, Township Manager

FROM: William A. Colarulo, Police Superintendent

LEGISLATION: Resolution 2017-39 authorizing the purchase a new software/hardware system from United Public Safety (UPS) for use in the Police Department to run the alarm registration database and alarm violation letter system for businesses and residents of Radnor Township.

LEGISLATIVE HISTORY: Ordinance 2017-03 (Introduced at the February 13, 2017 Board of Commissioners Meeting).

PURPOSE AND EXPLANATION: Radnor Police is requesting to execute an agreement with United Public Safety for the acquisition of the hardware and software system which will run the new alarm registration and database and alarm violation letter system. The Township would expand our current use of United Public Safety's ("UPS") current product base to include traffic, parking citations and the alarm payments. UPS (A PA Costar Company) will utilize the same software and letter violation notice procedure that we currently use for our parking citations. This will also allow businesses/residents to register their Alarms online and also allows for alarm violation payment online. Computer-assisted operations, such as e-ticketing with handheld devices, also provide more accurate information than manual methods— producing complete, enforceable citations that improve accuracy, reduce court administration time and increase collections and provide more payment options.

FISCAL IMPACT: \$43,545.00. The funds for this purchase requisition will come from the 2017 Capital Improvement Fund #05-410-4830.

HARDWARE PACKAGE	PRICE	QUANTITY		TOTAL VALUE
N5Scan Hardware Pkg.	\$2,410.00	9		\$21,690.00
DATA PLAN	PRICE	QUANTITY	YEARS	TOTAL VALUE
N5Scan Annual Data Plan	\$299.00	9	1	\$2,691.00
SOFTWARE PACKAGE	PRICE	QUANTITY	MONTHS	TOTAL VALUE
CityCite Monthly Mobile License	\$249.00	3	12	\$8,964.00
For Cite Monthly Mobile License	\$79.00	7	12	\$6,636.00
Code Cite Monthly Mobile License	\$99.00	3	12	\$3,564.00
TOTAL				\$43,545.00

RECOMMENDED ACTION: The Police Department respectfully requests the Board to adopt the amendment at the regular Board of Commissioners Meeting on February 27, 2017.

RESOLUTION NO. 2017-42

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE TAX EXEMPT FINANCING FOR THE COUNTRY DAY SCHOOL OF THE SACRED HEART BY THE NARBERTH BOROUGH INDUSTRIAL DEVELOPMENT AUTHORITY IN AN AMOUNT UP TO 3.7 MILLION DOLLARS

WHEREAS, the Narberth Borough Industrial Development Authority (the “**Authority**”) is facilitating tax-exempt financing on behalf of Country Day School at Overbrook Foundation, d/b/a Country Day School of the Sacred Heart; and

WHEREAS, the amount of tax exempt financing will be up to \$3,700,000; and

WHEREAS, on behalf of the Country Day School of the Sacred Heart (“**Borrower**”), the Authority has held a public hearing on the above referenced application/project (as more particularly described on the public notice announcement attached hereto the “**Project**”) according to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (“**Code**”); and

WHEREAS, the Authority has determined that the Project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above Project at a publicly advertised meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Radnor Township consents to and ratifies the hearing of the Authority approving the issue, and hereby further approves the issuance by the Authority of its tax-exempt note in an amount up to \$3,700,000 for the purpose of financing the Project as stated above.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this _____ day of _____, 2017.

**RADNOR TOWNSHIP BOARD OF
COMMISSIONERS**

Name: Elaine P. Schaefer
Title: President

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

**Proof of Publication of Notice in The Main Line Suburban Life
of Delaware County** Under Act N. 587, Approved May 16, 1929

COPY OF NOTICE IN PUBLICATION

PUBLIC HEARING NOTICE

The Narberth Borough Industrial Development Authority ("Authority") will hold a public hearing on February 23, 2017 at 7:00 pm at the Narberth Borough Municipal Building, 100 Conway Avenue, Narberth, PA 19072 to consider a proposed plan of financing involving the issuance by the Authority of its revenue note (the "Note") to finance the following project:

- A. Owner of Financed Facilities: Country Day School at Overbrook Foundation (the "Borrower");
- B. Maximum Principal Amount: Up to \$3,700,000;
- C. Location of Financed Facilities: 480 Bryn Mawr Avenue, Radnor Township, Delaware County, Pennsylvania
- D. Nature of Financed Facilities: The proceeds of the tax-exempt financing will be used by the Borrower to: (i) refinance an existing tax-exempt loan in the current principal amount of approximately \$3,617,410, the proceeds of which were used to refinance an existing tax-exempt loan which was used to fund renovations at the Borrower's education facility located at 480 Bryn Mawr Avenue, Bryn Mawr, Delaware County, Pennsylvania, (ii) to finance a portion of the costs of the origination of the Note; and (iii) other appropriate and lawful purposes (collectively, the "Project").

The public is invited to attend to express their views, which may either be provided orally or may be submitted in writing at the Authority's address listed above, concerning the proposed issuance of the Note and the location and nature of the Project financed thereby. This notice is published in accordance with, and the public hearing is held by the Authority as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

Narberth Borough Industrial Development Authority
MLT-MLSL 2/5 2-a

State of Pennsylvania } ss
County of Montgomery

Nina O'Leary

designated agent of **MAIN LINE MEDIA NEWS, INC.**, of Chester County and State aforesaid, being duly sworn, deposes and says that **MAIN LINE SUBURBAN LIFE of Delaware County**, a newspaper of general circulation County and State aforesaid, which was established March 14, 1935, since which date **MAIN LINE SUBURBAN LIFE of Delaware County** has been regularly issued in said County, and that the printed notice of publication attached hereto is exactly the same as was printed and published in the regular editions and issues of said **MAIN LINE SUBURBAN LIFE of Delaware County** on the following dates; viz:

2/5/2017

Affiant further deposes that he/she is an officer duly authorized by **MAIN LINE MEDIA NEWS, INC.**, a corporation, publisher of **MAIN LINE SUBURBAN LIFE OF DELAWARE COUNTY**, to verify the foregoing statement under oath and affiant is not interested in subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

Nina O'Leary

Sworn to and subscribed before me this

6th day of February, 2017

Maureen Schmid
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MAUREEN SCHMID, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires March 31, 2017

**Proof of Publication of Notice in The Main Line Times
of Montgomery County** Under Act N. 587, Approved May 16, 1929

COPY OF NOTICE in PUBLICATION

State of Pennsylvania } ss
County of Montgomery

Nina O'Leary

designated agent of **MAIN LINE MEDIA NEWS, INC.**, of the County and State aforesaid, being duly sworn, deposes and says that **MAIN LINE TIMES of Montgomery County**, a newspaper of general circulation County and State aforesaid, which was established March 14, 1935, since which date **MAIN LINE TIMES of Montgomery County** has been regularly issued in said County, and that the printed notice of publication attached hereto is exactly the same as was printed and published in the regular editions and issues of said **MAIN LINE TIMES of Montgomery County** on the following dates, viz:

2/5/2017

Affiant further deposes that he/she is an officer duly authorized by **MAIN LINE MEDIA NEWS, INC.**, a corporation, publisher of **MAIN LINE TIMES OF MONTGOMERY COUNTY**, to verify the foregoing statement under oath and affiant is not interested in subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

Nina O'Leary

Sworn to and subscribed before me this

6th day of February, 2017

Maureen Schmid
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MAUREEN SCHMID, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires March 31, 2017

PUBLIC HEARING NOTICE

The Narberth Borough Industrial Development Authority ("Authority") will hold a public hearing on February 23, 2017 at 7:00 pm at the Narberth Borough Municipal Building, 100 Conway Avenue, Narberth, PA 19072 to consider a proposed plan of financing involving the issuance by the Authority of its revenue note (the "Note") to finance the following project:

- A. Owner of Financed Facilities: Country Day School at Overbrook Foundation (the "Borrower");
- B. Maximum Principal Amount: Up to \$3,700,000;
- C. Location of Financed Facilities: 480 Bryn Mawr Avenue, Radnor Township, Delaware County, Pennsylvania
- D. Nature of Financed Facilities: The proceeds of the tax-exempt financing will be used by the Borrower to: (i) refinance an existing tax-exempt loan in the current principal amount of approximately \$3,617,410, the proceeds of which were used to refinance an existing tax-exempt loan which was used to fund renovations at the Borrower's education facility located at 480 Bryn Mawr Avenue, Bryn Mawr, Delaware County, Pennsylvania, (ii) to finance a portion of the costs of the origination of the Note; and (iii) other appropriate and lawful purposes (collectively, the "Project").

The public is invited to attend to express their views, which may either be provided orally or may be submitted in writing at the Authority's address listed above, concerning the proposed issuance of the Note and the location and nature of the Project financed thereby.
This notice is published in accordance with, and the public hearing is held by the Authority as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

Narberth Borough Industrial Development Authority
MLT- MSL 2/5 2-a

Recognition of Women's
Resource Center of the
Delaware Valley

Commendation to 1st
Platoon Radnor Township
Police Department

Recognition of the Radnor
Hotel – Daddy Daughter
Dance

Public Participation

RESOLUTION NO. 2017- 43
A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING RETTEW & ASSOCIATES TO PERFORM
ENVIRONMENTAL TESTING AT THE VILLANOVA UNIVERSITY HOUSING
CONTRUCTION SITE

WHEREAS, at the February 13th, 2017, regularly scheduled Board of Commissioners meeting, it was moved and approved that the Township perform specific environmental testing at the Villanova University housing construction site, through the use of an independent certified environmental testing firm

WHEREAS, the environmental testing is to include testing the existing asphalt for the presence of asbestos

WHEREAS, the environmental testing is also to include soil testing for asbestos, heavy metals, arsenic, hydrocarbons (oil), and other contaminants as may be recommended by the independent certified environmental testing firm, one sample per acre was suggested

WHEREAS, the Commissioners approve that the cost of this work was not to exceed \$25,000

WHEREAS, Rettew & Associates, a qualified firm, has provided a cost proposal to complete said environmental testing, for the not to exceed fee of \$25,000

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Rettew & Associates to perform the aforementioned environmental testing at a cost of not to exceed \$25,000

SO RESOLVED this 27th day of February, A.D., 2017

RADNOR TOWNSHIP

By: _____
Name: Elaine P. Schaefer
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Reappointments to Boards
and Commissions:
Reappoint Michael
Antonoplos to a second
term on CARFAC

Community Organization
Presentations

Wayne Senior Center,

Surrey Services,

Radnor Memorial Library,

Wayne Art Center,

Radnor Studio 21,

Radnor Historical Society,

Radnor Fire Company,

and

Bryn Mawr Fire Company)

Discussion and Possible
Motion to Appoint Ethics
Board Solicitor

Discussion of Board
Resolution #2011-31 –
Requested by
Commissioner Booker

ORDINANCE NO. 2017-03

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 104, SECTION 104-7, FALSE ALARMS, TO PROVIDE FOR A REVISED SCHEDULE OF FINES FOR MULTIPLE FALSE ALARMS PER CALENDAR YEAR AND TO ESTABLISH A NEW PROCEDURE FOR ISSUING CITATIONS AND APPEALING CITATIONS.

The Radnor Township Board of Commissioners does hereby ENACT and ORDAIN, as follows:

SECTION 1. Chapter 104, Section 104-7, False Alarms, is hereby amended to read as follows:

§ 104.7. False Alarms.

A. When a false alarm occurs, the following procedure shall be applied:

- (1) Property owner shall receive a false alarm citation letter from the police department. If the false alarm is a second violation in a given calendar year, the property owner shall have ten (10) business days from the date of property owner's receipt of citation to either pay the citation or file an appeal of the citation by mailing or e-mailing a letter of appeal to the Superintendent of Police.
- (2) If the citation is not paid in full or an appeal is not timely filed within ten (10) business days from the date of property owner's receipt of the citation, a second citation letter will be mailed to the property owner and a \$50.00 late fee shall be added to the initial citation fee. If the citation and late fee are not paid in full within ten (10) business days from the date of property owner's receipt of the second citation letter, a Non-Traffic Citation shall be issued for the violation and mailed to the appropriate District Court.
- (3) If the citation is properly appealed, the Superintendent of Police shall, in his sole discretion, determine whether to uphold or dismiss the citation and shall respond to the appeal by providing a final written determination provided to the property owner within ten (10) business days of receipt of said appeal. If the citation is upheld, property owner shall have an additional ten (10) days from the date of property owner's receipt of the determination to pay the citation in full.
- (4) If the citation is not paid in full within ten (10) days after the date of property owner's receipt of the Superintendent of Police's determination to uphold the citation, a Non-Traffic Citation shall be issued for the violation and mailed to the appropriate District Court.

B. For the purpose of defraying the cost to the Township for responding to false alarms, the owners and/or users of an alarm system as defined by this Chapter shall be subject to the following schedule of fines pursuant to the procedure outlined above in **§104.7.A.**:

- (1) For the second false alarm per calendar year: \$25.00 for each alarm.
- (2) For the third false alarm per calendar year: \$75.00 for each alarm.
- (3) For the fourth false alarm and each subsequent false alarm per calendar year: \$125.00 for each alarm.

C. The Board of Commissioners is hereby authorized on an annual basis to modify all false alarm fines by separate ordinance or resolution.

SECTION 2. Repealer. All ordinance or parts of ordinances which are inconsistent herewith are hereby repealed.

SECTION 3. Severability. If any section, paragraph, sub-section, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

SECTION 4. Effective Date. This Ordinance shall become effective in accordance with the Radnor Township Home Rule Charter.

ENACTED AND ORDAINED this _____ day of _____, A.D., 2017.

RADNOR TOWNSHIP

By: _____
Name: Elaine P. Schaefer
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

LEGAL NOTICE

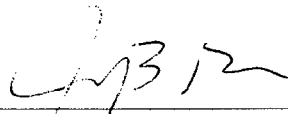
Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, amending Chapter 104, Section 104-7, of the Radnor Township Code, False Alarms, to provide a revised schedule of fines for multiple false alarms per calendar year and to establish a new procedure for issuing citations and appealing citations.

The Board of Commissioners will hold a public hearing on February 27, 2017, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on February 27, 2017.



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

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

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

LAW OFFICES
GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION
SUCCESSOR TO
GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY
121ST ANNIVERSARY 1895-2016

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

February 17, 2017

SENT VIA ELECTRONIC CORRESPONDENCE

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

Re: Radnor Township –False Alarm Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the February 20th 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 February 27, 2017. 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
Enclosure

cc: Jennifer Destefano (w/encl.) – via email
Robert A. Zienkowski (w/encl.) – via email

ORDINANCE 2017-04

**TOWNSHIP OF RADNOR
Delaware County, Pennsylvania**

AUTHORIZING A CHANGE IN PURPOSE FOR CERTAIN PROCEEDS OF THE TOWNSHIP OF RADNOR'S GENERAL OBLIGATION BONDS, SERIES OF 2016; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, on May 25, 2016, the Township of Radnor (the "Township") issued nonelectoral debt evidenced by its \$5,765,000 principal amount General Obligation Bonds, Series of 2016 (DCED Approval No. GOB-151118-01, November 18, 2015) (the "2016 Bonds"), which were issued to (i) fund the construction of and improvements to various Township parks and trails; and (ii) fund the costs and expenses of issuing the 2016 Bonds; and

WHEREAS, the Township has determined to change the purpose for which certain remaining proceeds of the 2016 Bonds are to be used in order to authorize \$300,000 of such proceeds previously authorized for the Villanova-Chew Segment trail improvements project to be used to fund renovations and improvements to the Radnor Memorial Library; and

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

1. **Change in Purpose for Portion of the Proceeds of the 2016 Bonds.** \$300,000 of the proceeds of the 2016 Bonds which were designated to be used for the Villanova-Chew Segment trail improvements project will now be used for renovations and improvements to the Radnor Memorial Library (the "Repurposed Funds Project"). The estimated useful life of the Repurposed Funds Project is not less than the estimated useful life of the Villanova-Chew Segment trail improvements project that was originally to be financed with a portion of the proceeds of the 2016 Bonds.

2. **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 (as defined below) in the name and on behalf of the Township.

3. **Severability.** In case any one or more of the provisions contained in this Ordinance 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, and this Ordinance shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

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

5. **Effective Date.** This Ordinance shall take effect on the earliest date permitted by the Local Government Unit Debt Act, 53 Pa. Cons. Stat. § 8001 et seq. (the “Act”).

ENACTED this 27th day of February, 2017.

(TOWNSHIP SEAL)

TOWNSHIP OF RADNOR

ATTEST

Secretary

President
Board of Commissioners

CERTIFICATE OF SECRETARY

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

The foregoing Ordinance authorizing a change in purpose for certain proceeds of the General Obligation Bonds, Series of 2016 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 February 27, 2017; 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>
Elaine P. Schaefer, President	_____
Philip Ahr, Vice President	_____
James C. Higgins, Esq.	_____
Richard F. Booker, Esq.	_____
Lucas A. Clark, IV, Esq.	_____
John C. Nagle, P.E.	_____
Donald E. Curley	_____

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

WITNESS my hand and seal of the Township this 27th day of February, 2017.

Robert A. Zienkowski, Secretary

(TOWNSHIP SEAL)

Proof of Publication of Notice in Delaware County Daily Times

Under Newspaper Advertising Act. No. 587, Approved May 16, 1929

State of Pennsylvania, }
County of Delaware, } SS.

Mary Lynn Wisnewski designated agent of CENTRAL STATES PUBLISHING, Inc. being duly sworn, deposes and says that the DELAWARE COUNTY DAILY TIMES, a daily newspaper of general circulation as defined in the above-mentioned Act, published at Primos, Delaware County, Pennsylvania, was established September 1876, and issued and published continuously thereafter for a period of 100 years and for a period of more than 100 years immediately prior hereto, (under the name Chester Times prior to November 2, 1959) in the City of Chester, Delaware and further says that the printed notice or publication attached hereto is an exact copy of a notice or publication printed and published in the regular edition and issues of the DELAWARE COUNTY DAILY TIMES on the following date:

February 15th

A.D. 20 17

and that said advertising was inserted in all respects as ordered.

Affiant further deposes that he is the proper person duly authorized by CENTRAL STATES PUBLISHING, INC. publisher of said DELAWARE COUNTY DAILY TIMES, a newspaper of general circulation, to make the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

Mary Lynn Wisnewski
Sworn to and subscribed before me this

15th day of February

20 17

Dianne McCormick
Notary Public

**TOWNSHIP OF RADNOR
Delaware County, Pennsylvania
NOTICE OF PROPOSED ORDINANCE
AUTHORIZING A CHANGE IN PURPOSE FOR CERTAIN BOND
PROCEEDS**

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Township of Radnor (the "Township") will hold a public hearing and public meeting on Monday, February 27, 2017 at 6:30 p.m. in the Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087, for the purpose of considering and acting upon a proposed Ordinance (the "Ordinance") authorizing a change in purpose for certain remaining proceeds of the Township's General Obligation Bonds, Series of 2016 (the "2016 Bonds"). The following is a summary of the contents of the proposed Ordinance, which among other things:

1. Authorizes a change in purpose under the Local Government Unit Debt Act, as amended (the "Act") for \$300,000 of remaining proceeds of the Township's 2016 Bonds to authorize their use for renovations and improvements to the Radnor Memorial Library.
2. Provides for other matters in connection with the change in purpose for the 2016 Bonds.

A copy of the full proposed text of the Ordinance summarized above may be examined by any citizen in the office of the Township Secretary located in the Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 on business days between the hours of 8:00 a.m. and 4:00 p.m.

If the Ordinance is enacted, a Notice of Enactment thereof, including any amendments to the Ordinance during final passage, will be advertised after enactment and made available for examination by any citizen in accordance with the Act.

TOWNSHIP OF RADNOR
Robert A. Zienkowski, Township Manager/ Secretary
DCT, February 15, a-3

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Dianne McCormick, Notary Public
Ridley Twp., Delaware County
My Commission Expires April 20, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Discussion of
February 8, 2017 DRB
decision regarding the
Villanova Bridge



Gannett Fleming

Excellence Delivered *As Promised*

Date: February 17, 2017

To: Radnor Township Board of Commissioners

From: Roger Phillips, PE

cc: Robert Zienkowski – Township Manager
Stephen Norcini, P.E. – Director of Public Works
Kevin W. Kochanski, RLA, CZO – Director of Community Development
John Rice, Esq – Grim, Biehn, and Thatcher
Amy Kaminski, PE – Gilmore and Assoc.
Steve Gabriel - Rettew

RE: Academy of Notre Dame de Namur – Final Subdivision Plan
Academy of Notre Dame de Namur – Applicant

Official Acceptance Date: February 6, 2017

90 Day Review: May 7, 2017

Gannett Fleming, Inc. has completed a review of the Final Subdivision Plans for compliance with the Radnor Township Code. This Plan was reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor. This Plan received preliminary approval on November 28, 2016.

The applicant is proposing to develop the property with a new Science, Technology, Engineering, and Mathematics building along with new walkways, ADA accessible ramps, grading, paved emergency access and associated stormwater management improvements. This project is located in the PI zoning district of the Township.

The following waivers were granted as part of the Preliminary Plan approval:

1. §255.20.B(5) – as to not provide a Transportation Impact Study. The additional of the STEM building will not create any additional traffic load on the property.

The following conditions were placed on the preliminary approval by the Board of Commissioners dated April 25, 2016.

1. The Applicant shall comply with the November 8, 2016 Gannett Fleming review letter.



2. The Applicant shall comply with the September 21, 2016 Gilmore & Associates review letter.
3. The Applicant shall comply with the September 21, 2016 Township Building Code/Fire Codes Official review letter.
4. The Applicant shall provide an emergency access to the proposed building for the existing site driveway designed to accommodate the largest anticipated emergency vehicle.
5. The Applicant shall reduce the slope for the proposed handicap ramp from the Mansion building to 7.5% in order to ensure the final slope is within the 8.33% tolerance following construction.
6. The Applicant shall comply with all other applicable ordinances with respect to sewage, storm water management, zoning and building, and all county, state, and federal rules, regulations and statues.
7. The Applicant shall execute Developer Agreements, if required, in a form and manner to be approved by the Township Solicitor.

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

1. §255.20.B(5) – To not provide a Transportation Impact Study. The addition of the STEM building will not create any additional traffic load for the property.
2. §255.27.B(3)d and C(1)– To not provide additional improvements or right-of-way along Godfrey Road.

Final Land Development Plans – Academy of Notre Dame de Namur

Plans Prepared By: Momeneee, Inc.

Dated: 08/31/2016, revised 01/04/2017

I. Zoning

1. §280-69.C – No building or permanent structure, other than a guardhouse or facility which provides controlled access to a property, shall be located less than 120 feet from a street right-of-way line. There is an existing statue located less than 120 feet from the street right-of-way line that is an existing nonconformity that the applicant intends to continue.

II. Subdivision and Land Development

1. §255-21.B(5)(e)[2] – Profiles of storm sewers must be provided showing type and size of pipe, grade, cradle, manhole and inlet locations.
2. §255-43.1.B.(2) – For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreation area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee in lieu of \$3,307 per 6,400 square feet of floor area (existing or proposed). The fee in lieu for this project would be \$7,659.

III. Stormwater


1. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.
2. As part of a condition for the Connelly Center Grading Permit (GP 16-017), we note that the applicant has included an additional 1,668 SF of impervious surface in the stormwater management design to accommodate this condition.

The applicant appeared before the Planning Commission on February 6, 2017. The Planning Commission recommended approval of the final plans.

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

Very truly yours,

GANNETT FLEMING, INC.



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





*Excellence Delivered **As Promised***

Date: January 27, 2017

To: Radnor Township Planning Commission

From: Roger Phillips, PE

cc: Stephen Norcini, P.E. – Director of Public Works
Kevin W. Kochanski, RLA, CZO – Director of Community Development
Peter Nelson, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Hollye Wagner – Radnor Township Engineering Department
Ray Daly – Radnor Township Codes Official
Steve Gabriel - Rettew

RE: Academy of Notre Dame de Namur – Final Subdivision Plan
Academy of Notre Dame de Namur – Applicant

Official Acceptance Date: February 6, 2017

90 Day Review: May 7, 2017

Gannett Fleming, Inc. has completed a review of the Final Subdivision Plans for compliance with the Radnor Township Code. These Plans was reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor. This plan received preliminary approval on November 28, 2016.

The applicant is proposing to develop the property with a new Science, Technology, Engineering, and Mathematics building along with new walkways, ADA accessible ramps, grading, paved emergency access and associated stormwater management improvements. This project is located in the PI zoning district of the Township.

The following waivers were granted as part of the Preliminary Plan approval:

1. §255.20.B(5) – as to not provide a Transportation Impact Study. The additional of the STEM building will not create any additional traffic load on the property.

The following conditions were placed on the preliminary approval by the Board of Commissioners dated April 25, 2016.

1. The Applicant shall comply with the November 8, 2016 Gannett Fleming review letter.



2. The Applicant shall comply with the September 21, 2016 Gilmore & Associates review letter.
3. The Applicant shall comply with the September 21, 2016 Township Building Code/Fire Codes Official review letter.
4. The Applicant shall provide an emergency access to the proposed building for the existing site driveway designed to accommodate the largest anticipated emergency vehicle.
5. The Applicant shall reduce the slope for the proposed handicap ramp from the Mansion building to 7.5% in order to ensure the final slope is within the 8.33% tolerance following construction.
6. The Applicant shall comply with all other applicable ordinances with respect to sewage, storm water management, zoning and building, and all county, state, and federal rules, regulations and statues.
7. The Applicant shall execute Developer Agreements, if required, in a form and manner to be approved by the Township Solicitor.

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

1. §255.20.B(5) – To not provide a Transportation Impact Study. The addition of the STEM building will not create any additional traffic load for the property.
2. §255.27.B(3)d and C(1)– To not provide additional improvements or right-of-way along Godfrey Road.

Final Land Development Plans – Academy of Notre Dame de Namur

Plans Prepared By: Momeneee, Inc.

Dated: 08/31/2016, revised 01/04/2017

I. Zoning

1. §280-69.C – No building or permanent structure, other than a guardhouse or facility which provides controlled access to a property, shall be located less than 120 feet from a street right-of-way line. There is an existing statue located less than 120 feet from the street right-of-way line that is an existing nonconformity that the applicant intends to continue.

II. Subdivision and Land Development

1. §255-21.B(5)(e)[2] – Profiles of storm sewers must be provided showing type and size of pipe, grade, cradle, manhole and inlet locations.
2. §255-43.1.B.(2) – For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreation area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee in lieu of \$3,307 per 6,400 square feet of floor area (existing or proposed). The fee in lieu for this project would be \$7,659.

III. Stormwater

1. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.
2. As part of a condition for the Connelly Center Grading Permit (GP 16-017), we note that the applicant has included an additional 1,668 SF of impervious surface in the stormwater management design to accommodate this condition.

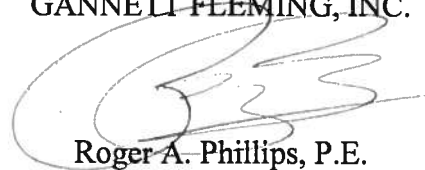
In addition to our review comments, a memorandum dated January 27, 2017 from Amy Kaminski of Gilmore & Associates, Inc. the Township Traffic Engineer has been attached and is incorporated herein by reference.

Should the Planning Commission consider recommending approval of this project, we suggest that the recommendation be conditioned on requiring the applicant to satisfactorily address the above comments.

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

Very truly yours,

GANNETT FLEMING, INC.



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



MEMORANDUM

Date: January 27, 2017

To: Steve Norcini, P.E.
Radnor Township Public Works Director

From: Amy Kaminski, P.E., PTOE
Transportation Services Manager

cc: Roger Phillips, P.E., Senior Project Manager, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

Reference: Academy of Notre Dame STEM Building
Final Land Development Review 1
Radnor Township, Delaware County, PA
G&A 16-09027

Gilmore & Associates, Inc. (G&A) has completed a transportation review of the above referenced Final Land Development Plan for the STEM Building at the Academy of Notre Dame, 560 Sproul Road. The applicant proposes to construct one (1) 14,822 square foot building near the southwest corner of the parcel; the parcel is located on the northwest corner of Godfrey Road (S.R. 1036) and Sproul Road (S.R. 0320). The development is located in PI, *Planned Institutional* zoning district. We offer the following comments for Radnor Township consideration:

A. DOCUMENTS REVIEWED

1. Momenee, Inc. submission letter, dated January 4, 2017
2. Radnor Township Subdivision and Land Development Application for project submission.
3. Final Land Development Plans for the Academy of Notre Dame STEM Building, prepared for the Academy of Notre Dame, prepared by Momenee, Inc., consisting of 13 sheets, dated August 31, 2016, revised January 4, 2017.
4. Campus Master Plan for Academy of Notre Dame de Namur, prepared for Academy of Notre Dame, prepared by Momenee, Inc., consisting of one sheet, dated November 3, 2016.

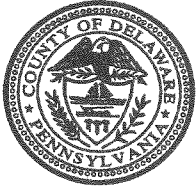
B. REQUESTED WAIVERS

1. §255-20.B.(5) - The applicant has requested a waiver from providing a transportation impact study; the applicant indicates the new STEM building will not generate additional traffic volumes. We have no engineering objection to the request.
2. §255-27.B(3)(d) and C(1) – The applicant has requested a waiver from providing additional right-of-way along Godfrey Road (S.R. 1036). The required dimensional standards for Godfrey Road (minor collector street) include a 60 feet right-of-way and a 36 feet cartway width; the existing dimensions of Godfrey Road along the site frontage is a 33 feet right-of-way and an approximately 19 feet cartway width.

C. GENERAL COMMENTS

1. The identified area of work appears to include an existing inaccessible route between the Mansion and the Connelly Arts Center; during this project, the applicant should consider providing an accessible route from the Mansion, to the front of the proposed STEM Building Entry Plaza that continues to the Connelly Arts Center.
2. Sheet 5 of 13: Revise to include additional details regarding the ramp slope for the proposed ramp located northwest of the STEM building, connecting to the Arts Center. The information provided is insufficient and the ramp cannot be verified that the current design meets ADA standards.
3. Install a R5-101 EMERGENCY AND AUTHORIZED VEHICLES ONLY sign, (size 24" X 30") at the entrance to the emergency access driveway.
4. Revise the Master Plan to include the proposed emergency access driveway.

If you have any questions, please contact our office at 215-345-4330.



DELAWARE COUNTY PLANNING COMMISSION

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

COUNCIL

MARIO J. CIVERA, JR. CHAIRMAN
COLLEEN P. MORRONE VICE CHAIRMAN
JOHN P. McBLAIN DAVID J. WHITE MICHAEL F. CULP

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

PLANNING COMMISSION

WILLIAM C. PAYNE CHAIRMAN
THOMAS J. JUDGE VICE CHAIRMAN
KENNETH J. ZITARELLI SECRETARY
LINDA F. HILL DIRECTOR

January 25, 2017

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

RE: Title: Academy of Notre Dame STEM Building
Applicant(s): Academy of Notre Dame
File Number: 34-4265-97-98-05-16-17
Meeting Date: 02/16/2017
Municipality: Radnor Township
Location: Northwest corner of Sproul and Godfrey Roads
Received: 01/12/2017

Dear Mr. Zienkowski,

This is to acknowledge receipt of the above referenced application for review and report. The Commission has tentatively scheduled consideration of the application for its public meeting on the date shown above at 4:00 p.m. in the Government Center Building, (Room 100), Court House Complex, Media, PA. Attendance is not required but is welcomed. If you have any questions concerning this matter, please contact Dennis De Rosa at (610) 891-5222.

NOTE: In order to avoid processing delays, the DCPD file number shown above MUST be provided in any transactions with the county regarding this or future applications related to this location.

Very truly yours,

[Handwritten signature of Linda F. Hill]
Linda F. Hill
Director

LFH/pmg

cc: Academy of Notre Dame
Momenee and Associates, Inc.



January 4, 2017

Radnor Township
301 Iven Avenue
Wayne, PA 19087

RE: Final Land Development Application Our File # 15-372
Academy of Notre Dame de Namur – STEM Building
Radnor Township, Delaware County

Gentlemen:

On behalf of the Academy of Notre Dame De Namur, we are submitting a Final Land Development application for improvements to the school's campus. The intent of this plan is to develop the property with a new Science, Technology, Engineering, and Mathematics building along with other related site improvements. We are providing the enclosed documents and applications in support of a Final Land Development application for the project.

Enclosed for review are the following:

- Signed Township Application
- Township Application fee of \$2,050.00
- Signed County Act 247 Review Application
- County Act 247 Review fee of \$970.00
- Copy of the Title Documentation and Deed Description
- 3 copies of the Sanitary Sewage Facilities Exemption Approval
- 3 copies of the Long Range Development Plan
- 2 copies of the Stormwater Management Narrative
- 26 Sets of Final Land Development Plans (8 signed and notarized)
- 7 Sets of size 11"x17" Plans
- 10 Thumb Drives of the submission materials

The applicant is requesting a waiver to not provide a Transportation Impact Study as required per code section 255-20.B(5). The addition of the new STEM building will not create an additional traffic load for the property. In addition, the plans have been revised to address the November 28, 2106 Preliminary Plan Resolution as follows:

1. We have addressed the items from the November 8, 2016 Gannett Fleming review letter as noted below in this letter.
2. We have addressed the items from the September 21, 2016 Gilmore & Associates review letter as noted below in this letter.
3. We have addressed the items from the September 21, 2016 Township Building Code/Fire Codes Official review letter. Per discussions with the Building Codes / Fire Codes Official, a new paved emergency access is proposed to provide access to the western side of the building. The plans have also been revised to provide a new fire hydrant to the west of the new building. The applicant will work with Fire Codes Official to determine the relocation of the FDC's.
4. We have modified the proposed plan to provide a paved emergency access to the western side of the proposed building from the existing site driveway. Per discussions with the Building Codes / Fire Codes Official, the access has been designed in order to provide
"Better Communities Through Better Engineering"

adequate maneuverability with the largest anticipated emergency vehicle including a looped turn-around with a 60' outside diameter radius.

5. We have adjusted the design of the proposed handicap ramp to have a slope of 7.5%.
6. The applicant will comply with all other applicable ordinances with respect to sewage, stormwater management, zoning and building, and all county, state, and federal rules, regulations and statutes.
7. The applicant will execute the Development Agreement, if required, in a form and manner accepted by the Township Solicitor.
8. Waiver approval – No response necessary.

Per item #1 of the resolution, the plans have been revised to address the November 8, 2016 review letter from Gannett Fleming as follows:

I. Zoning

1. 280-69.C – The proposed building height less than 38 feet. This is noted in the zoning table on sheet 2 of the plans.
2. 280.69.C – No response necessary.
3. 280-72.B(1) – We have enclosed copies of the Institutional Long Range Development Plan with this submittal.
4. 280-103.A – Parking calculations are provided on sheet 2 of the plans indicating that adequate parking spaces are available on site per the Township's Zoning Ordinance.

II. Subdivision and Land Development

1. 255-20(B)(1)(o)[6] – We have modified the plans to depict the existing utility easements on the plans.
2. 255-20(B)(1)(o)[9] – We have provided the locations of all the existing fire hydrants on the plans.
3. 255-43.1(B)(2) – The applicant will pay the required fee in lieu of dedicating land for park and recreation area.

III. Stormwater

1. Copies of the completed Post Construction Stormwater Management Report are enclosed with this submittal in conformance with Radnor Township's regulations.
2. No response necessary – The proposed stormwater management facilities have been designed to account for the 1,668 SF of impervious surface installed as part of the Connelly Center Grading Permit (GP 16-017).

IV. General

1. We have provided additional information related to the proposed sanitary sewer improvements on the plans. The sanitary sewer profiles and details are provided on sheet 12 of the plans.
2. We have noted on the plans that the relocated sanitary sewer shall be 8" diameter pipe.

Per item #2 of the resolution, the plans have been revised to address the September 21, 2016 review letter from Gilmore & Associates, Inc. as follows:

B. GENERAL COMMENTS

1. 255-20(B)(5)(C)[1][e] – The applicant has requested a waiver from providing the Transportation Impact Study.
2. 255-27: B(3)(d), C(1) and C(2) – The applicant does not propose to provide improvements or additional right-of-way along Sproul Road (S.R. 0320).
3. 255-27 both B(3)(d) and C(1) – The applicant does not propose to provide improvements or additional right-of-way along Godfrey Road (S.R. 1036). We have provided an additional waiver request on the Record Plan, sheet 2 of the drawings.
4. We have modified the proposed plan to provide a paved emergency access to the western side of the proposed building from the existing site driveway. Per discussions with the Building Codes / Fire Codes Official, the access has been designed in order to provide adequate maneuverability with the largest anticipated emergency vehicle including a looped turn-around with a 60' outside diameter radius.
5. We have adjusted the design of the proposed handicap ramp to have a slope of 7.5%.

I trust that this information will be sufficient for you to review this application. Should you have any questions or require any additional information, please let me know.

Very truly yours,
MOMENEE, INC.



Brian D. Madsen, P.E.

15372L02_RT.doc

cc: Academy of Notre Dame

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

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property Academy of Notre Dame – 560 Sproul Road, Villanova, PA 19085

Zoning District: Pi – Planned Institutional Application No. _____
(Twp. Use)

Fee \$2,050.00 Ward No. 3-1 Is property in HARB District NO

Applicant: (Choose one) Owner Equitable Owner

Name Academy of Notre Dame

Address 560 Sproul Road, Villanova, PA 19085

Telephone 610-687-0650 Fax _____ Cell _____

Email dengland@ndapa.org

Designer: (Choose one) Engineer Surveyor

Name Kevin R. Momenee, P.E.

Address 924 County Line Road, Bryn Mawr, PA 19010

Telephone 610-527-3030 Fax 610-527-9008 Cell _____

Email kmomenee@momenee.com

Area of property 38.143 Acres Area of disturbance 91,000 SF

Number of proposed buildings 1 Proposed use of property Institutional

Number of proposed lots 1

Plan Status: Sketch Plan Preliminary Final Revised

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

255-20.B(5) – Request to not provide a Transportation Impact Study. The proposed plan and construction of the new STEM building will not create an additional traffic load on the area.
255-27: B(3)(d) and C(1) – Request to not provide additional improvements of right-of-way along Godfrey Road (S.R. 1036).

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

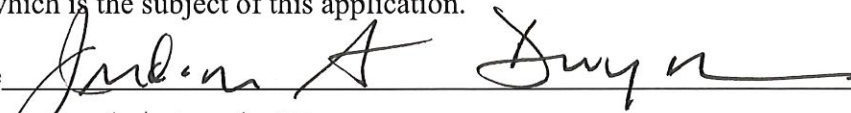
N/A

Individual/Corporation/Partnership Name

Academy of Notre Dame

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

Judith A. Dwyer

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

NOTE:

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

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPLICANT

Name Academy of Notre Dame E-mail dengland@ndapa.org

Address 560 Sproul Road, Villanova, PA 19085 Phone 610-687-0650

Name of Development Academy of Notre Dame - STEM Building

Municipality Radnor Township

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm Momenee, Inc. Phone 610-527-3030

Address 924 County Line Road

Contact Kevin R. Momenee, P.E. E-mail kmomenee@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 type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Wetlands
<input type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Public Water	<input type="checkbox"/> Floodplain
<input type="checkbox"/> PRD	<input type="checkbox"/> Tentative	<input type="checkbox"/> Private Water	<input type="checkbox"/> Private Water	<input type="checkbox"/> Steep Slopes

Zoning District Pi - Planned Institutional

Tax Map # 36 / 37 / 086.001

Tax Folio # 36 / 04 / 02648 / 00

STATEMENT OF INTENT

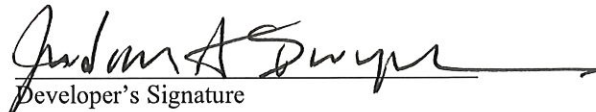
WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

It is proposed to improve the site with a new STEM classroom building at the campus of the Academy of Notre Dame. Other improvements will include new walkways, ADA accessible ramps, grading, paved emergency access, and associated stormwater management improvements.

Total Site Area	<u>38,143</u>	Acres
Size of All Existing Buildings	<u>83,110</u>	Square Feet
Size of All Proposed Buildings	<u>97,932</u>	Square Feet
Size of Buildings to be Demolished ⁰	<u> </u>	Square Feet

Academy of Notre Dame
Print Developer's Name


Developer's Signature

MUNICIPAL SECTION

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting _____

Local Governing Body Regular Meeting _____

Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:

Actual Date Needed _____

IMPORTANT: If previously submitted, show assigned DCPD File # _____

Print Name and Title of Designated Municipal Official

Phone Number

Official's Signature

Date

FOR DCPD USE ONLY

Review Fee: Check # _____ Amount \$ _____ Date Received _____

Applications with original signatures must be submitted to DCPD.



pennsylvania

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

November 17, 2016

Mr. Brian Madsen
Momence, Inc.
924 County Line Road
Bryn Mawr, PA 19010

Re: Planning Waiver
Academy of Notre Dame de Namur STEM Building
DEP Code No. 1-23013-259-X
Radnor Township
Delaware County

Dear Mr. Madsen:

This letter is in reference to your application for Sewage Facilities Planning Modules for the addition of a STEM building at the existing school. The project is located at 560 Sproul Road in Radnor Township, Delaware County.

This project does not meet the definition of a subdivision under the Pennsylvania Sewage Facilities Act. Therefore, no planning modules are required to be submitted to the Department of Environmental Protection (DEP).

This determination is based on the information provided in the November 2, 2016 submission stating that there will be no increase in the student or staff population.

If you have any questions or concerns, please contact me at 484.250.5186 or at SteRittenh@pa.gov and refer to the project name and DEP Code No. as referenced above.

Sincerely,

Stefanie Rittenhouse
Sewage Planning Specialist 2
Clean Water

cc: Delaware County Planning Department
Delaware County Conservation District
Academy of Notre Dame de Namur
Mr. Zienkowski - Radnor Township
RHM
Mr. Fulton - Springfield Township
Mr. Lutz - Upper Darby Township
DCJA
DEL CORA
Mr. Ponert - City of Philadelphia Water Department
Planning Section
Re 30 (GJE16CLW)322-16

①

Please do not publish. Thank you 10

PREPARED BY:
Joseph J. Mezzanotte, Esquire
Whiteford, Taylor & Preston L.L.P.
Seven Saint Paul Street
Baltimore, Maryland 21202

Recorder please return to:
Pennsylvania Land Transfer Co.
24 E. Front St, Media PA 19063
Phone 610-566-9045 14475

RECORD AND RETURN TO:
Pennsylvania Land Transfer Company
24 East Front Street
Media, Pennsylvania 19063
Folio No.: 36-04-02648-00 & 36-04-02648-01

RD BK04027-0810 DT-DEED
2007014029 02/12/2007 09:11:33 AM:1
RCD FEE: \$90.00 PCL SUB TAX: \$100,500.00 ST TAX: \$111,000.00



DEED

THIS DEED (the "Deed") is made this 7th day of February 2007, from THE BALTIMORE PROVINCE OF THE SISTERS OF NOTRE DAME DE NAMUR, INC., a Maryland nonstock, non-profit corporation (the "Grantor"), to THE ACADEMY OF NOTRE DAME DE NAMUR, a Pennsylvania nonstock, non-profit corporation (the "Grantee").

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), the Grantor does grant, convey and assign to the Grantee, its successors and assigns, in fee simple, all that lot of ground in Delaware County, Pennsylvania, as more particularly described in EXHIBIT A attached hereto and made a part hereof (the "Property").

TOGETHER with the buildings and improvements on the Property, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging to or appertaining thereto.

SUBJECT, HOWEVER, to all easements, covenants, conditions, restrictions and all other matters of record.

SUBJECT FURTHER, to the following restrictions which are part of the consideration for this Deed and which shall run with the land and be binding upon the Property and the Grantee and its successors and assigns in accordance with the following terms:

1. For a period of fifteen (15) years from and after the date hereof the Property shall be used only as a Catholic School (together with related Catholic School activities and camps) and no portion of the Property, nor any building or other structure erected on the Property, shall be used for any purpose whatsoever other than as a Catholic School (together with related Catholic School activities and camps) unless the Grantee and its

A-2

successors and assigns obtains the Grantor's, and its successors' and/or assigns', prior written consent to such use, which consent may be withheld by Grantor or its successors or assigns, in their sole, absolute and subjective discretion. The preceding sentence is hereinafter referred to as the "Restrictive Covenant." The Restrictive Covenant shall be binding upon the Property and shall be a covenant running with the land which burdens the Property.

2. Notwithstanding the provisions of Paragraph 1 above, the Restrictive Covenant shall terminate and be of no further force and effect in the event of a transfer of title to the Property to any (a) mortgagee or holder of a deed of trust on the Property provided that such mortgagee or holder of a deed of trust is an ADC Lender with respect to ADC Financing and further provided that such mortgagee or holder takes title to the Property through foreclosure, (b) third party purchaser who is unrelated to the Grantee and who purchases the Property at a foreclosure sale of the Property conducted by an ADC Lender, or (c) mortgagee or purchaser who is not related to the named Grantee hereunder provided that such mortgagee or holder of a deed of trust is an ADC Lender with respect to ADC Financing and further provided that such mortgagee or holder takes title in good faith and for fair value by deed in lieu of foreclosure ("Exempt Deed-in-Lieu of Foreclosure"). For purposes of this Paragraph 2, "good faith" shall mean that the person or entity that takes title to the Property pursuant to a deed-in-lieu of foreclosure has not done so for the purpose of circumventing the operation and effect of the Restrictive Covenant for the continued benefit of the Grantor. For purposes of this Paragraph 2 "ADC Lender" shall mean a commercial bank or commercial financial institution that entered into an ADC Financing transaction in good faith and for fair value, and the term "ADC Lender" shall be deemed to include a financial institution that acts in good faith and for fair value in providing credit enhancement with respect to ADC Financing. The term "ADC Financing" shall mean acquisition, development or construction financing of the Property or refinancing of the same. Until the termination of the Restrictive Covenant in accordance with the terms hereof, in the event of any foreclosure under a mortgage or deed of trust on the Property, the Grantor hereunder shall be entitled to notice of such foreclosure, sent to the Grantor by certified mail and by first class mail at the following address or any substitute address supplied by Grantor to Grantee and/or its mortgagees: THE BALTIMORE PROVINCE OF THE SISTERS OF NOTRE DAME DE NAMUR, INC., 1531 Greenspring Avenue, Stevenson, Maryland 21153, ATTN: President, with copy to JOSEPH J. MEZZANOTTE, ESQUIRE, Whiteford, Taylor & Preston L.L.P., 7 Saint Paul Street, Suite 1400, Baltimore, Maryland 21202. Notice of all foreclosures shall be given to Grantor at the above address or any

substitute address supplied by Grantor not more than sixty (60) and not less than thirty (30) days before the date of such foreclosure sale, and the Grantor's rights under the Restrictive Covenant shall be deemed sufficient to entitle it to such notice even if such rights would not otherwise entitle the Grantor to notice pursuant to Pennsylvania Rule of Civil Procedure 3129.2 (or any subsequent Rule requiring the mailing of notice of a foreclosure sale to persons having subordinate interests in the applicable property). By accepting this Deed, Grantee warrants to Grantor that it shall not participate in any activity or conduct intended to circumvent the intent and purpose of the Restrictive Covenant.

3. Notwithstanding the provisions of Paragraph 1 above of this Deed, Grantee shall be permitted, upon obtaining the prior written consent of the Grantor and its successors and/or assigns which consent shall not be unreasonably withheld by Grantor, to sell, lease or otherwise transfer to third parties, free and clear of the Restrictive Covenant, portions of the Property which the Grantee, in its good faith reasonable judgment, deems no longer to be necessary for its operation as a Catholic School, provided that (i) the portion of the Property which the Grantee intends to sell, lease or otherwise transfer does not exceed ten percent (10%) of the gross acreage of the Property in the aggregate during the fifteen (15) year Restrictive Covenant Period, and (ii) the intended sale, lease or other transfer will not adversely affect the current or future operations of the Academy of Notre Dame de Namur School which is currently operating on the Property or ingress, egress or access to the Academy of Notre Dame de Namur School and the Grantee shall so certify this in writing to Grantor at the time that Grantee requests Grantor's written consent for such sale, lease or other transfer, and (iii) the Academy of Notre Dame de Namur School is open and operating on the Property and neither the Grantee nor its successors has any plans at such time or in the then foreseeable future to cease all or any substantial portion of the Academy of Notre Dame de Namur School's operations at the Property as they are then conducted or to relocate all or any substantial portion of the Academy of Notre Dame de Namur School's operations from the Property to another location and the Grantee shall so certify this in writing to the Grantor at the time the Grantee requests Grantor's written consent. If Grantor consents to Grantee's request, then Grantor, upon the written request of Grantee, shall execute a written partial release of the Restrictive Covenant in recordable form and in form acceptable to Grantor to evidence Grantor's consent and release of up to ten percent (10%) of the gross acreage of the Property from the lien, operation and effect of the Restrictive Covenant. Any and all taxes, costs and expenses associated with the recordation of any such partial release shall be borne by Grantee.

4. The Restrictive Covenant shall inure to the benefit of and be enforceable by the Grantor and its successors and assigns, by any and all proceedings at law or in equity including, but not limited to, injunctive relief.
5. Failure by the Grantor or its successors or assigns to enforce any breach or violation of the Restrictive Covenant herein contained shall in no event be deemed a waiver of the right to do so unless such waiver is made in writing by Grantor, and any written waiver shall not be deemed to be a waiver of any other violation or breach occurring prior or subsequent thereto unless the written waiver expressly so states.
6. Damages shall, at the Grantor's option, not be deemed adequate compensation for any breach or violation of the Restrictive Covenant. For so long as the Restrictive Covenant is in force, the Grantee and any successor owner of all or any portion of the Property, as the case may be (an "Owner"), shall indemnify, defend and hold the Grantor and its successors and assigns harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and litigation expenses) (collectively, "Claims") incurred or suffered by the Grantor and/or its successors and assigns as a result of any breach (including any anticipatory breach) or violation of the Restrictive Covenant by such Owner. The liability of any Owner under the terms of this Paragraph 6 shall be limited to Claims arising as a result of a breach or violation of the Restrictive Covenant by such Owner during the term of its ownership of the Property. No Owner shall be liable for Claims arising as a result of a breach or violation of the Restrictive Covenant by a predecessor or successor Owner.
7. Subject to the provisions of Paragraphs 2 and 10 hereof, any person or entity accepting a deed, lease or other instrument conveying any interest in the Property, whether or not the same incorporates reference to the Restrictive Covenant or the Deed, covenants for itself to observe, perform and be bound by the Restrictive Covenant.
8. By acceptance of this Deed, the Grantee hereby covenants and agrees to strictly observe and comply with the Restrictive Covenant. The Grantee acknowledges that but for the Grantee's agreement to accept title to the Property subject to the Restrictive Covenant, the Grantor would not have conveyed title to the Property to the Grantee.
9. Notwithstanding the provisions of Paragraph 1 of this Deed, Grantor agrees that if all sums due and owing from Grantee to Grantor under the Seller Financing Documents (as defined below) are paid in full to Grantor when and as such sums become due and payable under the Seller

Financing Documents then, on the twelfth (12th) anniversary of the date of this Deed, Grantor will execute a release of the Restrictive Covenant and/or agree to no longer enforce the Restrictive Covenant provided that all sums due and owing from Grantee to Grantor under the Seller Financing Documents have been paid in full to Grantor on or before the twelfth (12th) anniversary of the date of this Deed. The term "Seller Financing Documents" shall mean the following documents (and all amendments, modifications, restatements and extensions thereto) which have been executed and delivered by Grantee to Grantor in connection with the transaction evidenced by this Deed:

- a. Promissory Note dated on or about the date of this Deed in the original principal amount of Four Million Six Hundred Thousand Dollars (\$4,600,000.00) and made by Grantee, as maker, to Grantor (the "Promissory Note");
 - b. Open-End Mortgage and Security Agreement dated on or about the date hereof granted by Grantee to Grantor with respect to the property described in this Deed; and
 - c. All other documents now or hereafter evidencing or securing the loan in the original principal amount of Four Million Six Hundred Thousand Dollars (\$4,600,000.00) made by Grantor to Grantee on or about the date hereof and which is evidenced by the Promissory Note.
10. In the event the Restrictive Covenant has not previously terminated in accordance with the provisions of Paragraph 2 or Paragraph 9 hereof, then on the fifteenth (15th) anniversary of the date hereof, the Restrictive Covenant shall automatically terminate without the necessary of any action by Grantor or Grantee.

TO HAVE AND TO HOLD the Property hereby conveyed unto the Grantee, its successors and assigns, in fee simple, forever, subject, however, to the foregoing Restrictive Covenant and all other restrictions, covenants, conditions, easements and instruments of record relating to the Property.

AND the Grantor hereby covenants to warrant specially the Property, and to execute such further assurances of the Property as may be requisite.

IN ADDITION to the preceding conveyance, Grantor does hereby quitclaim unto Grantee and its successors and assigns **WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR OTHERWISE)**

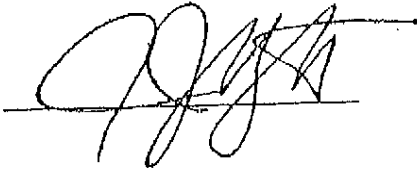
WHATSOEVER, all of Grantor's right, title and interest, if any, in that certain land situated in Delaware County, Pennsylvania, as more particularly described in EXHIBIT B attached hereto and made a part of (the "Quitclaimed Land").

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed as of the day and year first above written.

WITNESS:

GRANTOR

THE BALTIMORE PROVINCE OF THE
SISTERS OF NOTRE DAME DE NAMUR,
INC.,
a Maryland corporation

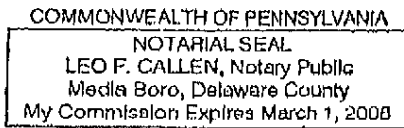


By: Sr. Marian Schaechtel (SEAL)
Sr. Marian Schaechtel
President

STATE OF PENNSYLVANIA, COUNTY OF Chester TO WIT:

I HEREBY CERTIFY, that on this 7th day of February, 2007, before me, the subscriber, a Notary Public of the State of Pennsylvania, personally appeared SR. MARIAN SCHAECHTEL, SND, who acknowledged herself to be the President of The Baltimore Province of the Sisters of Notre Dame de Namur, Inc., Grantor herein, and that she, as such President, being authorized to do so, executed the foregoing Deed on behalf of The Baltimore Province of the Sisters of Notre Dame de Namur, Inc. by signing her name as President.

AS WITNESS my hand and Notarial Seal.



Leo Callen

NOTARY PUBLIC

My Commission expires: _____

The address of the within-named Grantee is:
560 Sproul Road
Villanova, Pennsylvania 19085

Sr. Mary Anne Broughton, SND

Sr. Mary Anne Broughton
President
On Behalf of Grantee

EXHIBIT A
Description of Property

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in accordance with a Map of property of Academy of Notre Dame de Namur, made by Yerkes Engineering Company, Bryn Mawr, Pennsylvania, dated July 27, 1965, as follows, to wit:

BEGINNING at a drill hole at the intersection of the center line of Radnor Chester Road (Sproul Road) (fifty feet wide), with the center line of Godfrey Road (thirty-three feet wide); thence along the center line of Godfrey Road, South sixty-seven degrees, seventeen minutes West, one thousand one hundred twenty-four and thirty-two one-hundredths feet to a point, a corner of land of the Estate of R. L. Montgomery; thence along said land, North twenty-four degrees, thirty minutes West, one thousand five hundred eighty-eight and five one-hundredths feet to a marble stone in line of land now or formerly of Immaculata Gallagher; thence along said land, North sixty-five degrees, twenty-three minutes East, two hundred fifty feet to a point; thence extending South twenty-four degrees, thirty-seven minutes East, four hundred fifteen feet to a point; thence extending North sixty-five degrees, twenty-three minutes East, one thousand two hundred twenty-one and forty-three one-hundredths feet to a point in the center line of Radnor Chester Road (Sproul Road); thence extending along said Road the two following courses and distances: (1) South eleven degrees, fifty-five minutes East, one hundred ninety-seven and twenty-four one-hundredths feet to a drill hole on angle; and (2) South seven degrees, forty-eight minutes East, one thousand sixty-three and thirty-seven one-hundredths feet to a drill hole, the first mentioned point and place of beginning.

BEING the same property which was granted and conveyed by Academy of Notre Dame de Namur, Inc., a Pennsylvania nonprofit corporation, to The Baltimore Province of the Sisters of Notre Dame de Namur, Inc., a Maryland nonprofit corporation, pursuant to an Indenture dated May 22, 1970 which was recorded in the Office of the Recorder of Deeds for Delaware County, Pennsylvania in Deed Book 2369, Page 796.

EXHIBIT 'B'

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE IN THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA, DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY MOMENEE SURVEY GROUP, INC., DATED 1-19-2005; LAST REVISED 12-19-2006, AS FOLLOWS:

BEGINNING AT A DRILL HOLE AT THE INTERSECTION OF THE CENTER LINE OF RADNOR CHESTER ROAD (SPROUL ROAD) (FIFTY FEET WIDE), WITH THE CENTER LINE OF GODFREY ROAD (THIRTY THREE FEET WIDE); THENCE ALONG THE CENTER LINE OF GODFREY ROAD, SOUTH 67 DEGREES 16 MINUTES 58 SECONDS WEST, 1124.37 FEET, A CORNER OF LAND OF THE ESTATE OF R.L. MONTGOMERY; THENCE ALONG SAID LAND, NORTH TWENTY FOUR DEGREES, THIRTY MINUTES WEST, ONE THOUSAND FIVE HUNDRED EIGHTY EIGHT AND FIVE ONE-HUNDREDTHS FEET TO A MARBLE STONE IN LINE OF LAND NOW OR FORMERLY OF IMMACULATA GALLAGHER; THENCE ALONG SAID LAND, NORTH SIXTY FIVE DEGREES, TWENTY THREE MINUTES EAST, TWO HUNDRED FIFTY FEET TO A POINT; THENCE EXTENDING SOUTH TWENTY FOUR DEGREES, THIRTY SEVEN MINUTES EAST, FOUR HUNDRED FIFTEEN FEET TO A POINT; THENCE EXTENDING NORTH SIXTY FIVE DEGREES, TWENTY THREE MINUTES EAST, ONE THOUSAND TWO HUNDRED TWENTY ONE AND FORTY THREE ONE-HUNDREDTHS FEET TO A POINT IN THE CENTER LINE OF RADNOR CHESTER ROAD (SPROUL ROAD); THENCE EXTENDING ALONG SAID ROAD THE TWO FOLLOWING COURSES AND DISTANCES: (1) SOUTH ELEVEN DEGREES, FIFTY FIVE MINUTES EAST, ONE HUNDRED NINETY SEVEN AND TWENTY FOUR ONE-HUNDREDTHS FEET TO A DRILL HOLE AN ANGLE; AND (2) SOUTH SEVEN DEGREES, FORTY EIGHT MINUTES EAST, ONE THOUSAND SIXTY THREE AND THIRTY SEVEN ONE-HUNDREDTHS FEET TO A DRILL HOLE, THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

UNDER AND SUBJECT TO CERTAIN RESTRICTIONS OF RECORD.

FOLIO #36-04-02648-00 & #36-04-02648-01



Gannett Fleming

*Excellence Delivered **As Promised***

Date: February 21, 2017

To: Radnor Township Board of Commissioners

From: Roger Phillips, PE

cc: Robert Zienkowski – Township Manager
Stephen Norcini, P.E. – Director of Public Works
Kevin W. Kochanski, RLA, CZO – Director of Community Development
John Rice, Esq – Grim, Biehn, and Thatcher
Amy Kaminski, PE – Gilmore and Assoc.
Steve Gabriel - Rettew

RE: 427 E. Lancaster Avenue – Final Land Development Plan
427 E. Lancaster, LLC – Applicant

Date Accepted: February 6, 2017

90 Day Review: May 7, 2017

Gannett Fleming, Inc. has completed a review of the 427 E Lancaster Ave. Final Land Development Plan for compliance with the Radnor Township Code. This Plan was reviewed for conformance with Zoning, Subdivision and Land Development, Stormwater Management, and other applicable codes of the Township of Radnor. This Plan received preliminary approval on April 25, 2016.

The applicant is proposing to demolish the existing buildings on the site and erect a multifamily residential building consisting of 22 units with parking located beneath the building. The project is located within the R6 Zoning District. The project is combining two parcels (.79 acres and .45 acres) into one parcel that will total 1.24 acres.

The following waivers were granted as part of the Preliminary Plan approval:

1. §255.20.b(5)(d)(4) – A modification of §255-20.b(5)(d)(4) to utilize the Institute of Transportation Engineers Trip Generation Version 9 rates.

The following conditions were placed on the preliminary approval by the Board of Commissioners dated April 25, 2016.

1. Compliance with correspondence of Gilmore & Associates, Inc. dated March 1, 2016, except that it is noted that comment C.8.e(secondary means of access to the site) does not need to be addressed.
2. Compliance with correspondence of Gannett Fleming dated March 16, 2016.



3. The applicant shall comply with all other applicable Ordinances with respect to sewage, stormwater management, SALDO, Zoning and Building Code, and all other applicable county, state federal rules and regulations and statutes.
4. The applicant shall execute Development and Financial Security Agreements in a form and manner to be approved by the Township Solicitor. Additionally, Applicant shall comply with Ordinance 2015-22 establishing park and recreation fees to be paid contemporaneously with execution of Development agreements.
5. In accordance with §255-17.B(2) of the Subdivision and Land Development Ordinance, Applicant shall offer right-of-way for dedication along its Lancaster Avenue frontage to the Township. This road right-of-way will be conveyed and dedicated to the Township after recording of the record plan but prior to completion of the plan improvements. Applicant shall prepared a legal description and plan of the proposed right-of-way contemporaneously with execution of the development Agreements for this project.

The applicant has indicated in the Subdivision and Land Development Application that the following additional waiver is being requested:

§255.3B – To provide 3 street trees instead of the 5 required by code due to conflicting adjacent utilities.

Final Land Development Plans – 427 East Lancaster Avenue

Plans Prepared By: Yohn Engineering, LLC

Dated: 01/06/2017

I. Zoning

1. §280-36.1.F – Any development or redevelopment based on TOD shall have a minimum lot size of not less than two acres. The project proposed a combined lot size of 1.24 acres. This is an existing non-conformity that will remain.
2. §280-36.3.G – The greatest dimension on length or depth of a building shall not exceed 160 feet, except when such building contains visibly offset architectural features, subject to approval by the Design Review Board, at an angle of approximately 90°. The applicant has indicated that the Architect will meet with the Design Review Board to ensure that all requirements of the Design Review Board are met.
3. §280-105.E – All outside lighting, including sign lighting shall be directed in such a way as not to create a nuisance in any agricultural, institutional or residential district, and in every district all such lighting shall be arranged so as to protect the street or highway and adjoining property from direct glare or hazardous interference of any kind. Any luminary shall be equipped with some type of glare shielding device approved by the Township Engineer.



4. §280-105.F – No parking, loading or service areas shall be located within front yard setbacks as permitted in the case of PI, PA, PB and PLO districts. The applicant has provided a refuse pickup area in the front yard setback. The applicant must provide more information to this use. If it is the intent of the applicant to use the area of parking, loading, or service, zoning relief must be granted.
5. §280-112.C – Areas of a tract containing slopes steeper than 14% must be outlined on the plans. The applicant has indicates areas of 14%-20% and areas 20% and steeper on the plans. The applicant has indicated that the areas of steep slopes as shown on the plans do not meet the Township definition of steep slopes. The Township Zoning officer has determined that the steep slopes are exempt under §280-112.I of the code.
6. §280-117 – The applicant has proposed a site monument sign along Lancaster Avenue. Additional information on the dimensions and lighting must be provided regarding the proposed sign.

II. Subdivision and Land Development

1. §255-21.B(5)(e) – The profiles and size of the water and sewer service connections and storm sewer profiles must be provided to ensure adequate clearance.
2. §255-21.B(7) – Sewage Facilities Planning Module must be submitted.
3. §255-27.C(1) – The existing right of way and cartway for Lancaster Avenue must be clearly indicated on the plans. The applicant had indicated that they are still investigating the right of way with PennDOT.
4. §255-29.A(1) – The dimensions of a 90 degree parking space must be 9.5 feet by 20 feet. The applicant has provided “compact” parking spaces with a dimension of 9 feet by 20 feet. This must be revised or a waiver requested.
5. §255-29.A(19) – All artificial lighting used to illuminate any parking space or spaces shall be so arranged that no direct rays for such lighting shall fall upon any neighboring property or streets, nor shall any high-brightness surface of the luminaries be visible to neighboring residential properties or from a public street.
6. §255-38 – Within any land development or major subdivision, street trees shall be placed along all streets where suitable street trees do not exists. 5 street trees are required. The applicant has requested a waiver to provide 3 street trees due to locations of existing utilities.
7. §255-40.C(2) – Access and circulation for fire-fighting and their emergency equipment, moving vans, fuel trucks, garbage collection, deliveries and snow removal shall be planned



for efficient operation and convenience. This must be reviewed and approved by the Township Code Official/Fire Marshall.

8. §255-40.F(1) – Outdoor collection stations shall be provided for garbage and trash removal when individual collection is not made and indoor storage is not provided. The applicant has provided a refuse pick-up area in the front of the property and trash rooms within the proposed parking area beneath the building. An explanation must be provided as to how the trash will be moved from the trash room to the refuse pickup area.
9. §255-42.A – Buffer screens are required between subdivisions and land developments and along existing streets to soften visual impact, to screen glare and to create a visual barrier between conflicting land uses. The applicant has provided a buffer screen, but used 115 LF in the calculation instead of 140 LF. This must be revised to show the buffer based on the entire 140 LF width of the property.
10. §255-43.1.B(1) – For all residential subdivisions or land developments involving a total of four (4) or more lots and/or dwelling units, a minimum of 1,440 square feet of suitable park and recreation land shall be provided per dwelling unit within such subdivision/land development, unless the developer agrees to a fee-in-lieu of \$3,307.00 per dwelling unit (existing or proposed). The fee for this project would be \$72,754 (22 dwellings x \$3,307)
11. §255-54.B – The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

III. Stormwater

1. §245-23 A.D.(1) – The design rainfall amount, P, should be revised to be 1 inch. The Water Quality Volume calculations must be revised and resubmitted.
2. The proposed stormwater layout shown on the plans must be consistent with what is shown on the detail sheet. The PCSM#1 detail on sheet 7 of 14 must be updated. The applicant must provide storm sewer profiles for the proposed 8” PVC RWC pipes running adjacent to the building. All utility crossings must be shown.
3. A detail of the proposed outlet control structures must be provided with the PCSM Details.
4. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

IV. General

1. §175-15 A – The top or bottom edge of slopes shall be at least three feet from property or right-of-way lines of streets in order to permit the normal rounding of the edge without encroaching on the abutting property. The proposed grading along the eastern property line does not appear to meet this requirement. Additionally, the proposed grading along the south side of the sight appears to extend onto the property to the west of the site. The existing grading must be shown on sheet 5 of 14.
2. A no parking by order of the Fire Marshal sign must be placed at the turn around area at the front of the building.

The applicant appeared before the Planning Commission on February 6, 2017. The Planning Commission recommended approval of the final plans conditioned on the applicant complying with all staff comments.

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

Very truly yours,

GANNETT FLEMING, INC.



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





*Excellence Delivered **As Promised***

Date: January 30, 2017

To: Radnor Township Planning Commission

From: Roger Phillips, PE

cc: Stephen Norcini, P.E. – Director of Public Works
Kevin W. Kochanski, RLA, CZO – Director of Community Development
Peter Nelson, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Hollye Wagner – Radnor Township Engineering Department
Ray Daly – Radnor Township Codes Official
Steve Gabriel - Rettew

RE: 427 E. Lancaster Avenue – Final Land Development Plan
427 E. Lancaster, LLC – Applicant

Date Accepted: February 6, 2017

90 Day Review: May 7, 2017

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The following conditions were placed on the preliminary approval by the Board of Commissioners dated April 25, 2016.

1. Compliance with correspondence of Gilmore & Associates, Inc. dated March 1, 2016, except that it is noted that comment C.8.e(secondary means of access to the site) does not need to be addressed.



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3. The applicant shall comply with all other applicable Ordinances with respect to sewage, stormwater management, SALDO, Zoning and Building Code, and all other applicable county, state federal rules and regulations and statutes.
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Plans Prepared By: Yohn Engineering, LLC

Dated: 01/06/2017

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shall be equipped with some type of glare shielding device approved by the Township Engineer.

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4. §255-29.A(1) – The dimensions of a 90 degree parking space must be 9.5 feet by 20 feet. The applicant has provided “compact” parking spaces with a dimension of 9 feet by 20 feet. This must be revised or a waiver requested.
5. §255-29.A(19) – All artificial lighting used to illuminate any parking space or spaces shall be so arranged that no direct rays for such lighting shall fall upon any neighboring property or streets, nor shall any high-brightness surface of the luminaries be visible to neighboring residential properties or from a public street.
6. §255-38 – Within any land development or major subdivision, street trees shall be placed along all streets where suitable street trees do not exists. 5 street trees are required. The applicant has requested a waiver to provide 3 street trees due to locations of existing utilities.

7. §255-40.C(2) – Access and circulation for fire-fighting and their emergency equipment, moving vans, fuel trucks, garbage collection, deliveries and snow removal shall be planned for efficient operation and convenience. This must be reviewed and approved by the Township Code Official/Fire Marshall.
8. §255-40.F(1) – Outdoor collection stations shall be provided for garbage and trash removal when individual collection is not made and indoor storage is not provided. The applicant has provided a refuse pick-up area in the front of the property and trash rooms within the proposed parking area beneath the building. An explanation must be provided as to how the trash will be moved from the trash room to the refuse pickup area.
9. §255-42.A – Buffer screens are required between subdivisions and land developments and along existing streets to soften visual impact, to screen glare and to create a visual barrier between conflicting land uses. The applicant has provided a buffer screen, but used 115 LF in the calculation instead of 140 LF. This must be revised to show the buffer based on the entire 140 LF width of the property.
10. §255-43.1.B(1) – For all residential subdivisions or land developments involving a total of four (4) or more lots and/or dwelling units, a minimum of 1,440 square feet of suitable park and recreation land shall be provided per dwelling unit within such subdivision/land development, unless the developer agrees to a fee-in-lieu of \$3,307.00 per dwelling unit (existing or proposed). The fee for this project would be \$72,754 (22 dwellings x \$3,307)
11. §255-54.B – The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

III. Stormwater

1. §245-23 A.D.(1) – The design rainfall amount, P, should be revised to be 1 inch. The Water Quality Volume calculations must be revised and resubmitted.
2. The proposed stormwater layout shown on the plans must be consistent with what is shown on the detail sheet. The PCSM#1 detail on sheet 7 of 14 must be updated. The applicant must provide storm sewer profiles for the proposed 8” PVC RWC pipes running adjacent to the building. All utility crossings must be shown.
3. A detail of the proposed outlet control structures must be provided with the PCSM Details.
4. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.



IV. General

1. §175-15 A – The top or bottom edge of slopes shall be at least three feet from property or right-of-way lines of streets in order to permit the normal rounding of the edge without encroaching on the abutting property. The proposed grading along the eastern property line does not appear to meet this requirement. Additionally, the proposed grading along the south side of the sight appears to extend onto the property to the west of the site. The existing grading must be shown on sheet 5 of 14.
2. A no parking by order of the Fire Marshal sign must be placed at the turn around area at the front of the building.

In addition to our review comments, a memorandum dated January 27, 2017 from Amy Kaminski of Gilmore & Associates, Inc. the Township Traffic Engineer has been attached and is incorporated herein by reference.

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

Very truly yours,

GANNETT FLEMING, INC.



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



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: January 27, 2017

To: Steve Norcini, P.E.
Radnor Township Public Works Director

From: Amy Kaminski, P.E. PTOE
G&A Transportation Services Manager

cc: Roger Phillips, P.E.
Gannett Fleming, Inc., Senior Project Manager
Damon Drummond P.E., PTOE,
G&A Senior Transportation Engineer

Reference: 427 E. Lancaster Avenue (TMP 36-13-384) 2015-D-11
Radnor Township, Delaware County
Final Land Development Review
G&A# 16-01107

Pursuant to your request, Gilmore & Associates, Inc. has completed a transportation review of the referenced Final Land Development Plan for the 22 unit multi-family residential development at 427 E. Lancaster Avenue. The applicant proposes to construct a 22 unit condominium development with fifty-two (52) off-street parking spaces situated on a 1.24 acre parcel located in the R-6 Zoning District. In addition, the applicant proposes to remove the existing five unit apartment building and the Radnor Family Practice/Wayne Dental Associates building currently located on the lot.

We offer the following for Radnor Township's consideration:

A. REVIEWED MATERIALS

1. Response letter prepared by F. Tavani and Associates, Inc., dated January 6, 2017.
2. Response letter prepared by Yohn Engineering, LLC, dated January 6, 2017.
3. Final Land Development Plans for 427 E. Lancaster Avenue dated December 31, 2015, revised January 6, 2017, prepared for 427 E. Lancaster, LLC, prepared by Yohn Engineering, LLC (14 sheets).
4. Highway Occupancy Permit Plans (Application No. 127163), prepared for Equitable Owner, prepared by Yohn Engineering, LLC, dated January 6, 2017, revised January 19, 2017 (14 sheets).
5. Transportation Impact Assessment prepared for 427 E. Lancaster, LLC, prepared by F. Tavani and Associates, Inc., dated January 6, 2017.

B. SUBDIVISION AND LAND DEVELOPMENT COMMENTS

The applicant shall revise the plans to address non-compliance or request a waiver from each of the identified ordinances:

1. §255-20.b(5)(d)[4] – This section requires the vehicular trip generation rates to be calculated utilizing SALDO Attachment 4, *Township of Radnor Trip Generation Rates*. The Applicant has utilized the Institute of Transportation Engineers Trip Generation Version 9 rates, which we believe are more appropriate for this development; therefore, we have no objection to a waiver from this requirement.
2. §255-21.B.(1)(o)[1] – Provide a dimension from the Lancaster Avenue centerline to the proposed ultimate right-of-way line. The applicant indicates the ongoing investigation of the duplicate right-of-way lines along SR 0030.
3. §255-27.A(8) – Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a Highway Occupancy Permit (HOP) from the Pennsylvania Department of Transportation. The applicant has made an initial HOP submission to PennDOT.
4. §255-29.A(1) – The minimum dimension of parking stalls shall be 9 ½ feet by 20 feet.
 - i. The width for compact parking stall No. 44 is less than the required 9 ½ feet and is located next to a wall. Minimally, this width should be 9 ½ feet due to the location of the wall.
 - ii. Verify the widths of parking stalls No. 1 and 2 particularly since parked vehicular doors will be constrained by the close proximity of walls.
 - iii. Dimension the width of parking stalls No. 40 and 41 at the handicapped accessible stalls; stall No. 40 is located adjacent to a wall and accessible van doors will be constrained by the close proximity of walls.
5. §255-40.C.(2) – Access and circulation for fire-fighting and other emergency, moving vans, fuel trucks, garbage collection, deliveries and snow removal shall be planned for efficient operation and convenience.
 - i. Several truck movements indicate the wheel path will cross the centerline of the driveway and therefore encroach on the opposing lane vehicular paths. While this encroachment is considered acceptable for emergency services (fire trucks and ambulance) it is not acceptable for day to day operations and delivery trucks. Revise the Radnor Township Sanitation Truck templates to eliminate the encroachment.
 - ii. Clarify the intended use of the Refuse Pickup Area between the building and Lancaster Avenue. We do not recommend having sanitation trucks utilize this parking space during onsite operations; we anticipate the current location will create undesirable conflicts with vehicles entering and exiting the site.

C. GENERAL COMMENTS

1. The applicant should include a height clearance assembly prior to the garage entrance to warn motorists regarding the height of the garage entrance.
2. Sheet 9 of 17:
 - i. Include ONE WAY signs internally and DO NOT ENTER signs externally at the one way garage exit.
 - ii. Include R7-8 RESERVED PARKING signs at all accessible spaces.
 - iii. Provide the color and size designation for all proposed pavement markings, including centerline striping and gore areas.
 - iv. Include pavement markings for the internal circulation of the parking garage.
 - v. Revise the plans to include a directional arrow pavement marking legend along the garage one-way exit driveway.
3. Sheet 14 of 17: Construction Details: Provide a detail for the proposed EXIT ONLY sign.
4. It appears the labeling and dimensions provided along the site frontage (i.e. sidewalk) are not properly aligned. Revise the plans accordingly.
5. Revise the sidewalk transition at the western-most limit of the parcel to construct and continue the sidewalk parallel to Lancaster Avenue for the maximum extent feasible. Radnor Township recently submitted a grant application to relocate and widen the sidewalks along the north side of Lancaster Avenue (S.R. 30), immediately west of 427 E. Lancaster Avenue and continuing west to the intersection of Iron Works Way. In addition, identify the material between the face of curb and the sidewalk as grass.
6. Transportation Impact Assessment – All comments regarding the TIA have been satisfactorily addressed.



DELAWARE COUNTY PLANNING DEPARTMENT

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

COUNCIL

MARIO J. CIVERA, JR.
CHAIRMAN

COLLEEN P. MORRONE
VICE CHAIRMAN

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

Office Location: Toal Building, 2nd & Orange Sts., Media, PA 19063

Phone: (610) 891-5200

FAX: (610) 891-5203

E-mail: planning_department@co.delaware.pa.us

LINDA F. HILL
DIRECTOR

January 26, 2017

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

RE: Title: 427 East Lancaster Avenue
Applicant(s): 427 East Lancaster Avenue, LLC
File Number: 34-7144-16-17
Meeting Date: 02/16/2017
Municipality: Radnor Township
Location: North side of Lancaster Avenue, approximately
300' west of its intersection with Chamounix Road
Received: 01/23/2017

Dear Mr. Zienkowski,

This is to acknowledge receipt of the above referenced application for review and report. The Commission has tentatively scheduled consideration of the application for its public meeting on the date shown above at 4:00 p.m. in the Government Center Building, (Room 100), Court House Complex, Media, PA. Attendance is not required but is welcomed. If you have any questions concerning this matter, please contact Dennis De Rosa at (610) 891-5222.

NOTE: In order to avoid processing delays, the DCPD file number shown above MUST be provided in any transactions with the county regarding this or future applications related to this location.

Very truly yours,

Linda F. Hill
Director

LFH/pmg

cc: 427 East Lancaster Avenue, LLC
Yohn Engineering, LLC



SITE NAME

427 East Lancaster Ave.

MUNICIPALITY

Radnor Township

Acknowledgment of Receipt

Of an Administratively Complete
Application for a NPDES Permit for
Discharge of Stormwater from
Construction Activities

DATE: 1/26/17

APPLICATION NUMBER: PAC230017

427 E. Lancaster, LLC
C/o Scott Brehman
44 Paper Mill Rd.
Newtown Square, PA 19073-1804

Dear Mr. Brehman:

The Delaware County Conservation District has reviewed the above referenced application for completeness. The completeness review is the first step in a series of reviews conducted by the District.

The District has determined that the application package contains sufficient detail to enable the District to conduct the technical review, and has been accepted for that purpose.

This is not a final action by the District on this application. The completeness review is the first in a series of reviews conducted by the District. The application will now move to the technical review stage of the permit review process. During the technical review, the adequacy of the application and its components will be evaluated to determine if sufficient information exists to render a decision on the technical merits of the application.

I hope you find this information helpful in understanding the permit review process. If you have additional questions about your application, please contact Kevin Boyle at 610-892-9484 and refer to PAC230017.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin P. Boyle', with a long horizontal stroke extending to the right.

Kevin P. Boyle
Conservation District Technician

p.c.: Christopher Yohn, Yohn Engineering, LLC
Radnor Township
Permit File

George W. Broseman
Direct Dial: (610) 941-2459
Direct Fax: (610) 684-2005
Email: gbroseman@kaplaw.com
www.kaplaw.com

January 6, 2017

VIA HAND DELIVERY

Roger Phillips, P.E.
Radnor Township Engineer
301 Iven Avenue
Wayne, PA 19087

RE: 427 E. Lancaster Avenue - Final Land Development Application
Our Reference No.: 13476-5

Dear Roger:

I represent 427 E. Lancaster, LLC (“**Applicant**”) equitable owner of the property located at 427 E. Lancaster Avenue in Wayne, Pennsylvania (“**Property**”). The Property is currently improved with two buildings and related improvements, used in connection with office space and multiple apartment units. Applicant proposes redevelopment of the Property with a 22-unit multiple-family dwelling (“**Project**”). On April 25, 2016, the Radnor Township Board of Commissioners granted Preliminary Land Development approval for the Project. We are now filing a Final Land Development application for the Project.

I. SUBMISSION.

Along with this letter, I am filing the following¹:

1. A signed Subdivision and Land Development Application;
2. A completed Delaware County Planning Commission application form;
3. Thirty-three (33) copies of Final Land Development Plans for the Property consisting of seventeen (17) sheets prepared by Yohn Engineering, LLC and/or Glackin Thomas Panzak dated January 6, 2017, consisting of the following sheets:
 - (a) Sheet 1: Illustrative Site Plan
 - (b) Sheet 2: Record Plan (Sheet 1 of 1 for Recording)
 - (c) Sheet 3: Existing Conditions/Demolition Plan

¹ As discussed with your office, the sewer planning module will be submitted under separate cover, at a later date.

(d)	Sheet 4:	Vicinity Plan
(e)	Sheet 5:	Grading And Utility Plan
(f)	Sheet 6:	Post Construction Stormwater Management Plan
(g)	Sheet 7:	Post Construction Stormwater Management Notes/Details
(h)	Sheet 8:	Low Volume Highway Occupancy Permit Plan
(i)	Sheet 9:	Pavement Signage And Marking Plan
(j)	Sheet 10:	Maneuverability Plan
(k)	Sheet 11:	Erosion And Sedimentation Control Plan
(l)	Sheet 12:	Erosion And Sedimentation Control Notes And Details
(m)	Sheet 13:	Erosion And Sedimentation Control Notes And Details
(n)	Sheet 14:	Construction Details
(o)	Sheet LP-1:	Landscape Plan
(p)	Sheet LP-2:	Landscape Notes and Details
(q)	Sheet LI-1	Lighting Plan

Twenty-six (26) of these copies are 24" x 36" folded and stapled, of which eight are signed by the Applicant and notarized; seven (7) of these copies are 11"x17".

4. Two (2) copies of a Stormwater Management Report by Yohn Engineering, LLC, dated January 6, 2017;
5. A January 6, 2017 response letter from Christopher Yohn, P.E. addressing the Preliminary Plan reviews dated January 6, 2017;
6. A revised Traffic Impact Study by F. Tavani & Associates, Inc. entitled "**Proposed 22-Unit Residential Development, 427 E. Lancaster, LLC**", dated January 6, 2017;
7. A March 21, 2016 letter from Aqua confirming that the Property is within Aqua's public water service area and that water service will be provided in accordance with Aqua's rules and regulations;
8. A redacted Agreement of Sale for the Property establishing Applicant's equitable interest in the Property;
9. A title report for the Property;
10. A draft copy of the Declaration of Condominium for the Property;
11. Ten (10) thumb drives containing all of the above-referenced submission materials; and

12. Three (3) checks as follows:
 - (a) \$12,500.00 payable to Radnor Township for the Final Land Development application fee;
 - (b) \$10,000.00 payable to Radnor Township to establish the Professional Escrow Account for review of the Final Land Development application; and
 - (c) \$370.00 payable to the Treasurer of Delaware County for the Delaware County Planning Commission review.

II. PROJECT NARRATIVE.

Please allow this letter to provide a brief project narrative.

A. Background.

By virtue of the aforementioned Agreement of Sale, Applicant is the equitable owner of the Property. Pursuant to the Radnor Township Code (“Code”) and Zoning Map, the Property is located in the R-6 Residence District (“R-6 District”), which specifically permits the multiple-family dwelling use. Code § 280-36.2. The Property fronts on East Lancaster Avenue/U.S. Route 30, and is located in close proximity to SEPTA bus and rail transportation, including the St David’s train station. The bordering properties are also located in the R-6 District.

B. Proposed Redevelopment.

Applicant proposes a four-story, 22-unit multiple-family dwelling. The Project is permitted as a use by-right in the R-6 District under Code § 280-36.2.A, and, as noted above, has received Preliminary Land Development approval. Please note that the application and plans seek a partial waiver of Code §255-38.B to provide three (3) street trees instead of five (5) due to the location of existing underground utilities.

III. REVIEW.

Please submit the Final Land Development Plans and supplemental information to the Delaware County Planning Commission and appropriate Township staff, consultants and bodies for review, and public meetings. Please provide us with copies of all reviews, correspondence, notices and other documentation relating to this Project.

We would appreciate it if you would place this application on the agenda for the February 6, 2017 Radnor Township Planning Commission Meeting.

Roger Phillips, P.E.
January 6, 2017
Page 4

Please contact us immediately if you have any questions or require any further information to process this application.

Sincerely,



George W. Broseman
GWB:sl
Enclosures

cc: Christopher Yohn, P.E.
427 E. Lancaster Ave, LLC
Lisa Thomas, R.L.A.

YOHN ENGINEERING, LLC

555 Second Avenue, Suite G-110

Collegeville, PA 19426-3674

610-489-4580

www.yohnengineering.com

January 6, 2017

Mr. Roger Phillips, PE

Radnor Township

301 Iven Ave.

Wayne, Pa 19087

**RE: 427 East Lancaster Avenue
Radnor Township, Delaware County**

File No. 15-031

Dear Mr. Phillips,

For your use and review, included are copies of the following documentation for the proposed residential development at the above reference site. Please note that the plans have been revised to address your letter dated March 16th, 2016 as follows:

I. Zoning

1. The plans have been revised to include the minimum lot size in the zoning chart as well as a note that this is an existing non-conformity as shown on sheet 1. It is noted that the applicant received a determination from the Township Zoning Officer that the Property is lawfully nonconforming to the minimum lot size area requirement and may be built upon and used for the proposed dwelling units without Zoning Hearing Board approval related to the minimum lot size requirements.
2. The Applicant will comply with the applicable building height requirements. It is noted that the plans have been revised to include average building grade calculations as shown on sheet 5.
3. The architect will meet with the design review board.
4. A Lighting Plan has been included with this submission.
5. The applicant obtained a determination from the Township Zoning Officer that any regulated steep slopes are exempt under Code 280-112.J. Even if the Property was not exempt, the slopes in question do not meet the definition of regulated steep slopes under the Zoning Ordinance.

II. Subdivision and Land Development

1. A Water Availability Letter has been included with this submission.
2. The Applicant is investigating the right of way, but to be conservative, the plans have been revised to respect the 30' half right of way.
3. The plans have been revised to include 25' radiuses for the driveway as shown on sheet 1.
4. The plans have been revised to label the entrance as 22' as shown on sheet 1.
5. The landscape plans have been revised to specify 3 street trees as shown on sheet LP-1.

6. The landscape plans have been revised to show street trees based on the entire width as shown on sheet LP-1.
7. Comment for the Township Code Official/Fire Marshall.
8. Comment for the Township Engineer/Fire Marshall.

III. Stormwater

1. Revised stormwater management calculations have been included with this submission.
2. No response necessary.

The plans have also been revised to address comments in the Gilmore & Associates, Inc., the Township's traffic engineer, review letter dated March 1st, 2016 as follows:

C. SALDO

1. A revised Traffic Impact Study has been included with this submission.
2. No response necessary.
3. A revised Traffic Impact Study has been included with this submission.
4. The HOP Application is anticipated to be submitted in a week and Gilmore & Associates will be included as an engineer.
5. No response necessary.
6. The plans have been revised to provide 22' aisles as shown on sheet 1.
7. The plans have been revised as follows:
 - a. The plans have been revised to dimension the sidewalk to the east of the building as shown on sheet 1.
 - b. The plans have been revised to dimension the sidewalk to the east of the driveway as shown on sheet 1.
 - c. The plans have been revised to provide a 4' sidewalk and 6" curb along Lancaster Avenue as shown on sheet 5.
8. The maneuverability diagrams have been revised as follow:
 - a. The plans have been revised to include the maneuverability diagrams as shown on sheet 10.
 - b. The plans have been revised to include all turning movements for all vehicles as shown on sheet 10.
 - c. The plans have been revised to eliminate the encroachment as shown on sheet 10.
 - d. It is anticipated that trash will be wheeled to the front entrance and the sanitation vehicles will retrieve it there and back into the turn-around in front of the building.
 - e. Per the Township Resolution, this is not necessary.

D. General Comments:

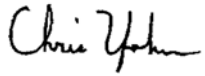
1. The Applicant is investigating the right of way, but to be conservative, the plans have been revised to respect the 30' half right of way.
2. Comment for the applicant.
3. The plans have been revised to include a pavement marking sheet showing the required signs as shown on sheet 9.
4. The plans have been revised to regrade the sidewalk to a maximum 5% slope so that a ramp is no longer necessary as shown on sheet 5.
5. The plans have been revised to relocate the sidewalk around Utility Pole #660 as shown on sheet 1.

6. The plans have been revised to relocate Utility Pole #661 and to include a note to provide a minimum 2' of clearance as shown on sheet 5.

Please call with any questions or concerns or if you require any additional information.

Regards,

Yohn Engineering, LLC



Christopher C. Yohn, P.E., CPESC

15031L02_RT.docx

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

SUBDIVISION -- LAND DEVELOPMENT

Location of Property 427 E. Lancaster Avenue, Wayne, PA 19087

Zoning District R-6 Application No. _____
(Twp. Use)

Fee \$12,500.00 Ward No. 1 Is property in HARB District No

Applicant: (Choose one) Owner _____ Equitable Owner X

Name 427 E. Lancaster, LLC c/o D. Scott Brehman

Address 44 Paper Mill Road, Newtown Square, PA 19073

Telephone 610-639-5304 Fax _____ Cell _____

Email sbrehman@aol.com

Designer: (Choose one) Engineer X Surveyor _____

Name Yohn Engineering, LLC

Address 555 Second Avenue, Suite G-110, Collegeville, PA 19426

Telephone 610-489-4580 Fax _____

Email chris@yohnengineering.com

Area of property 1.24 acres Area of disturbance 1.1 acres

Number of proposed buildings 1 Proposed use of property Multifamily Residential

Number of proposed lots 1

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

Are there any requirements of Chapter 255 (SALDO) that are not in compliance with?

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

Waivers were granted at Preliminary Plan stage; and partial waivers
of Code Section 255-38.B to provide 3 street trees instead of 5 due
to utilities.

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

None.

Individual/Corporation/Partnership Name

427 E. Lancaster, LLC

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 _____

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

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

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPLICANT

Name 427 E. Lancaster, LLC E-mail sbrehman@aol.com

Address 44 Paper Mill Road, Newtown Square, PA 19073 Phone 610-639-5304

Name of Development _____

Municipality Radnor Township

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm Yohn Engineering, LLC Phone 610-489-4580

Address 555 Second Avenue, Suite G-110, Collegeville, PA 19041

Contact Chris Yohn E-mail chris@yohnengineering.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 type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Wetlands
<input type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Public Water	<input type="checkbox"/> Floodplain
<input type="checkbox"/> PRD	<input type="checkbox"/> Tentative	<input type="checkbox"/> Private Water	<input type="checkbox"/> Private Water	<input type="checkbox"/> Steep Slopes

Zoning District R-6

Tax Map # 36 / 13 / 384

Tax Folio # 36 / 02 / 01219 / 00



March 21, 2016

Christopher C. Yohn, P.E.
Yohn Engineering, LLC
555 Second Avenue, Suite G-110
Collegetown, PA 19426-3674

Re: Water Availability
427 East Lancaster Avenue
Radnor Township, Delaware County, Pennsylvania

Dear Mr. Yohn:

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

Please contact Deanne L. Ciotti, Aqua Pennsylvania Inc.'s New Service Representative at 610-541-4160 for further information on service alternatives that will meet your domestic and fire service needs. Ms. Ciotti will provide you with the appropriate service applications.

Please note that if any additional hydrants are required, or any need to be relocated, for this project that it will be handled separately by me with the issuance of a Fire Hydrant Agreement or Relocation Agreement for execution. If required, please forward a drawing with the hydrant dimensioned in both directions showing any utilities that could be encountered by us in running the hydrant lead pipe. Similarly this also applies to the existing mains on this parcel, except that your firm would be required to prepare a main relocation drawing for us.

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

If I can be of further assistance, you may contact me at (610) 645-4230.

Sincerely,

A handwritten signature in blue ink that reads "Gary J. Horne".

Gary J. Horne
New Business Representative

**DECLARATION OF CONDOMINIUM
OF
427 E. LANCASTER AVENUE CONDOMINIUM**

DECLARATION OF CONDOMINIUM

**427 E. LANCASTER AVENUE CONDOMINIUM
Lower Merion Township, Montgomery County
Commonwealth of Pennsylvania**

THIS DECLARATION is made this _____ day of _____, 2016, by **427 E. LANCASTER AVENUE, LLC**, a Pennsylvania limited liability company, as the owner in fee simple of the Property herein described.

WITNESSETH:

**ARTICLE 1:
SUBMISSION**

1.1. Declarant; Name; County; Property. **427 E. LANCASTER AVENUE, LLC**, a Pennsylvania limited liability company (the “**Declarant**”), owner in fee simple of the real property described in **Exhibit “A”** attached hereto, located in Radnor Township, Delaware County, Commonwealth of Pennsylvania, hereby submits the real property, together with the Building and improvements thereon erected, and together with and subject to the easements, rights and appurtenances thereunto belonging (the “**Property**”) to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 *et seq.* (as the same may be amended from time to time, the “**Act**”), and hereby creates with respect to the Property a condominium, to be known as “427 E. Lancaster Avenue Condominium” (the “**Condominium**”).

1.2. Easements and Licenses. The easements, rights and appurtenances referred to in **Section 1.1** above shall be as specifically set forth in **Exhibit “A-1”** attached hereto. The recital of the easements, rights, agreements and restrictions as set forth in **Exhibit “A-1”** hereto shall not be construed as an acknowledgement of the validity thereof, an extension thereof or a renewal thereof in the event that they, or any of them, do not affect the Property or have expired or become unenforceable by their own terms or by limitation, violation or for any other reason.

**ARTICLE 2:
DEFINITIONS**

2.1. Terms Defined or Used in the Act. Capitalized terms used herein and in the Bylaws and Plats and Plans shall have the meanings specified or used for such terms in § 3103 or elsewhere in the Act, unless otherwise defined herein.

2.2. More Specific Meanings. The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:

- a. "Association" means the Unit Owners' Association of the Condominium and shall be known as "427 E. Lancaster Avenue Condominium Association".
- b. "Building" means the residential building on the Property.
- c. "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to § 3306 of the Act, as such document may be amended from time to time.
- d. "Common Elements" means all portions of the Condominium other than the Units, including, without limitation, Limited Common Elements.
- e. "Common Expenses" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium.
- f. "Condominium" means the Condominium described in **Section 1.1** above.
- g. "Declarant" means the Declarant described in **Section 1.1** above and all successors to any Special Declarant Rights pursuant to the provisions of § 3304 of the Act.
- h. "Declaration" means this document, as the same may be amended from time to time.
- i. "Executive Board" or "Board" means the Executive Board of the Association.
- j. "Limited Common Elements" means the Common Elements described as such in the Act, or described herein or in the Plats and Plans as being Limited Common Elements, which included, without limitation, the parking spaces assigned to a particular Unit and any patio or balcony appurtenant to a particular Unit.
- k. "Plats and Plans" means the Plats and Plans attached hereto as **Exhibit "C"** and made a part hereof, as the same may be amended from time to time.
- l. "Unit" means a Unit as described herein and in the Plats and Plans.
- m. "Unit Owner" or "Owner" means the person or persons owning a Unit in fee simple

2.3. Non-Statutory Terms Defined. The following terms when used herein or in the Plats and Plans shall have the meanings set forth below.

- a. "Percentage Interest" means each Unit Owner's undivided ownership interest in the Common Elements, share of all votes of Unit Owners and share of Common Expense Liability appurtenant to each Unit as set forth in **Exhibit "B"** attached, as the same may be amended from time to time.

b. "Posted Mortgage" means any mortgage, the name and address of the holder and servicer (if any) of which has been submitted to the Executive Board in accordance with Article 9. A holder of a Posted Mortgage is referred to herein as a "Posted Mortgagee".

c. "Property" means the Property described in Section 1.1.

**ARTICLE 3:
BUILDING; UNITS; BOUNDARIES; CERTAIN
MAINTENANCE RESPONSIBILITIES**

3.1. *Plats and Plans; Units/Common Elements.* The location and dimensions of the Building and the other structures and improvements comprising the Property and the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans, to the extent feasible to do so. The Condominium consists of twenty two (22) Units shown on the Plats and Plans.

3.2. *Unit Boundaries.*

a. The Plats and Plans show the location and dimensions of the Units and Common Elements comprising the Property, and which are hereby created.

b. The vertical boundaries of each Unit shall be the vertical planes formed by the inner surface of the exterior walls of the building. With respect to common walls between Units, the vertical boundary shall be the exterior surface of the drywall bordering the airspace between the Unit and the adjacent Unit.

c. The upper horizontal boundary of the Unit is the underside of the roof sheathing. The lower horizontal boundary of a Unit is the underside of any finished concrete slab or foundation.

d. Entry doors, interior and exterior door trim, door frames and related hardware serving the Unit, along with interior window trim, shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit, or lying partially or completely outside of a Unit but serving only such Unit, shall be part of the Unit. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies outside the designated boundaries of a Unit, or lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit. Any portion of the foregoing serving more than one Unit, but not all Units is a Limited Common Element as to the Units served by the same (and such Limited Common Elements serving more than one Unit, but not all of the units, shall be maintained by the Association, but only the Unit Owner's that own such Units shall share in the cost of any such maintenance). All spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof,

that percentage of the right, title and interest in the Common Elements attributable to each Unit, together with membership in the Association and an undivided interest in the assets held by the Association.

e. Each Unit Owner shall have the right to construct improvements upon its Unit as permitted by applicable law.

f. No part of a Unit or other improvements located within a Unit by a Unit Owner shall be considered a Common Element.

3.3. Maintenance Responsibilities.

a. By the Unit Owner. Each Unit Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and all improvements made by the Unit Owner to the Limited Common Elements assigned to the Unit except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in **Subsection 3.3(b)** below.

In addition, each Unit Owner shall have the responsibility:

(i) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.

(ii) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.

(iii) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

(iv) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner, but which responsibility such Unit Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason on the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Unit Owner's next chargeable assessment.

b. By the Association. The Association shall maintain and keep in good repair as a Common Expense all Common Elements. The Association shall maintain and keep in good repair the Limited Common Elements (except for any improvements made to such Limited Common Elements by the Unit Owner), the costs of which shall be assessed against the Unit(s) to which such Limited Common Elements are assigned.

c. Injury/Damage. The Association shall not be liable for injury or damage to person or property caused by the elements or by the Unit Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion

of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Unit Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Unit Owner of any Unit or such Unit Owner's occupant, guest, or family, for the loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Unit Owner, or any Unit Owner's occupant, guest, or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

d. Component and Responsibility Chart. The maintenance, repair and replacement responsibilities of the Unit Owners and of the Association are specifically set forth on the Component and Responsibility Chart attached as Exhibit "D" hereto.

e. Failure to Maintain. If the Executive Board determines that any Unit Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Unit Owner written notice (except in the case of an emergency) of the Unit Owner's failure or refusal and the Association's right to provide necessary maintenance, repair, or replacement at the Unit Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Executive Board.

3.4. *Relocation of Unit Boundaries; Subdivision and Conversion of Units.* Relocation of boundaries between Units and subdivision or conversion of Units shall not be permitted without the consent of all Unit Owners and shall be subject to compliance with the provisions therefor in § 3214 and 3215 of the Act.

3.5. *Alterations of Units.* Subject to requirements of law, a Unit Owner:

a. May make any improvements or alterations to its Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Building.

b. May not change the exterior appearance of the Building without the prior written consent of the Executive Board and, as long as it owns a Unit, the Declarant.

c. Shall refrain from making any alteration that will adversely affect either

the fire retardant or sound absorbent quality of the Building or violate any applicable law, ordinance or governmental rule, regulation or order.

d. Shall expeditiously complete all alterations to its Unit. All alterations and improvements to a Unit shall be conducted in a manner that will cause the least possible interference with the other Unit Owners and without incurring any mechanics' or materialmen's liens.

3.6. Use of Common Elements. Except as their use may otherwise be limited by this Declaration, the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Elements (other than Limited Common Elements not appurtenant to such Unit) in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members and guests, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.

3.7. Common Expense of Common Elements. No Unit Owner may exempt himself from liability with respect to the payment of assessments or Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of its Unit or otherwise. The obligation to pay assessments is absolute and unconditional and shall not be subject to set-offs or counterclaims.

3.8. Alteration to Common Elements by Unit Owner. No Unit Owner shall alter any of the Common Elements, change the appearance of the Common Elements or change any portion of the Condominium or do any work to any portion of a Unit that may be located within the Common Elements without the prior written approval of the Executive Board. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners.

**ARTICLE 4:
IDENTIFICATION OF UNITS; COMMON ELEMENT INTERESTS AND
COMMON EXPENSE LIABILITIES**

4.1. Percentage Interests. Attached as Exhibit "B" hereto is a list of the Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is one (1) and the denominator of which is the aggregate number of all Units in the Condominium. The Percentage Interest shall determine the share of Common Expense liability appurtenant to each Unit.

**ARTICLE 5:
THE ASSOCIATION; EXECUTIVE BOARD**

5.1. The Association. The Association is the governing body for all of the Unit Owners and, except as otherwise provided in this Declaration, is responsible for the maintenance,

repair, replacement, cleaning, sanitation, management, operation and administration of the Common Elements, and the making of any additions or improvements thereto. The duties of the Association shall be undertaken as provided herein and in the By-Laws. All Unit Owners upon acceptance of a deed to a Unit shall become members of the Association.

5.2. Member in the Association.

a. Except as otherwise provided, membership in the Association shall be limited to the Unit Owners of the Condominium.

b. Every Unit Owner who shall be a member of the Association shall be entitled to all of the rights and shall be bound by all of the obligations accompanying membership, provided that any Unit Owner who is holding the interest in a Unit merely as a security for the performance of an obligation shall not be a member.

c. Each Unit in the Condominium shall have one (1) vote associated with such Unit.

d. In the event that an Owner shall lease or permit another to occupy his or her Unit in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to use the facilities of the Association (subject, however, to all limitations on such use as would be applicable to the Owner) but shall not vote in the affairs of the Association, except as the Owner shall permit the tenant or occupant to exercise the proxy vote of the member.

e. Every transfer of title to a Unit shall include membership in the Association and, upon making such transfer, the previous Unit Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Unit and any attempt at such assignment or transfer thereof shall be void.

5.3. Executive Board.

a. Subject to the provisions of the Act, this Declaration and the By-Laws, the Executive Board shall have the power to act on behalf of the Association. The Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board shall be replaced with Unit Owners in accordance with the provisions of subparagraphs "b", "c" and "d" of this Section 5.3.

b. Until the sixtieth (60th) day after the conveyance of at least one (1) of the Units to Unit Owners other than the Declarant, the Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. The Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than the Declarant.

c. Not later than sixty (60) days after conveyance of one (1) of the Units to Unit Owners other than the Declarant, one (1) of the three (3) members of the Executive Board shall be elected by Unit Owners other than the Declarant.

d. Not later than the earlier of (1) five (5) years after the date of the first conveyance of a Unit to a purchaser other than the Declarant or (2) one hundred eighty (180) days after conveyance of two (2) of the Units to Unit Owners other than the Declarant, all members of the Executive Board shall resign and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect a new three (3) member Executive Board.

**ARTICLE 6:
EASEMENTS; RIGHTS OF DECLARANT;
RIGHTS OF ASSOCIATION**

6.1. Additional Easements. In addition to and in supplementation of the easements provided for by the Act, the following easements are hereby created:

a. *Utility Easements.* The Units, Common Elements and Limited Common Elements shall be, and are hereby made, subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this **Section 6.1a** shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units, Common Elements and Limited Common Elements. Notwithstanding the foregoing provisions of this **Section 6.1a**, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant. Any such easement shall be located so as not to materially interfere with the use or occupancy of the Unit by its occupants.

b. *Access.* The Units and Limited Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair, and replacement of the Common Elements situated in or accessible from such Units or Limited Common Elements, and (iii) for correction of emergency conditions in one or more Units or casualties to the Common Elements, the Units and/or the Limited Common Elements, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his or her Unit, and the Limited Common Elements appurtenant thereto, resulting from the Association's exercise of any rights it may have pursuant to this Section.

c. *Structural Support.* To the extent necessary, each Unit, Common

Elements and Limited Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Condominium and other Common Elements.

d. *Encroachments.* If any portion of the Common Elements hereafter encroaches upon any Unit, or the Limited Common Elements appurtenant thereto, or if any Unit or Limited Common Elements hereafter encroaches upon any other Unit or upon any portion of the Common Elements, as a result of settling or shifting of any building in which they are located or for other reasons, other than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit or Limited Common Element, or of the Association in the case of encroachments by the Common Elements, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that the Building shall be partially destroyed as a result of fire or other casualty or as a result of a taking by the power of or in the nature of eminent domain or by an action or deed in lieu of the condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements upon any Unit or Limited Common Elements or of any Unit upon such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as the Building as so rebuilt shall stand.

6.2. *Rights of the Association.* In addition to any other rights and powers that the Association may possess pursuant to this Declaration, the Bylaws and the Act, as they may be amended from time to time, the Association shall have:

a. The right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium; and

b. A reasonable right of entry into any Unit or Limited Common Elements to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

c. The Association shall have the right to employ a professional managing agent who may oversee the daily operation of the Condominium, in accordance with the provisions of the Act, this Declaration, and the Bylaws.

ARTICLE 7: AMENDMENT OF DECLARATION; BYLAWS

7.1. *Amendment Generally.*

a. This Declaration may be amended only in accordance with the procedures specified in § 3219 of the Act, the other Sections of the Act referred to in § 3219 thereof and the express provisions of this Declaration.

b. No action to challenge the validity of an amendment adopted by the

Association pursuant to this Section may be brought more than one year after the amendment is recorded.

c. Every amendment to the Declaration must be recorded in Montgomery County in the same records as are maintained for the recording of deeds of real property. An amendment is effective only upon recordation.

7.2. Correcting Errors. If any amendment to this Declaration or the By-Laws is necessary in the judgment of the Executive Board to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration, the By-Laws or the Act, or if such amendment is necessary to conform to the requirements of FNMA, FHLMC, HUD or VA with respect to condominium projects or to the requirements of the municipality in which the Condominium is located, the Executive Board may, at any time and from time to time, effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any mortgages or other liens on all or part of the Property, upon receipt by the Executive Board of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph and by the Act, together with a like opinion from an independent registered architect or licensed professional engineer, in the case of an amendment to the Plan. Each amendment shall be effective upon its recording pursuant to **Section 7.1** hereof.

7.3. Rights of Declarant. No change, modification or amendment which adversely affects the rights, privileges or obligations of the Declarant which are granted under this Declaration, the Bylaws or the Act shall be effective without the prior written consent of the Declarant, until such time as Declarant no longer owns any Unit.

ARTICLE 8: USE RESTRICTIONS

8.1. Use and Occupancy of Units, Common Elements and Limited Common Elements. The occupancy and use of the Units, Common Elements and Limited Common Elements shall be subject to the following restrictions:

a. Except as otherwise expressly set forth herein, no part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. If zoning regulations permit professional activities to be conducted within the Units, all Unit Owners must approve of such newly permitted use of the Units. No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purpose. Notwithstanding the foregoing, a Unit Owner or occupant of a Unit may conduct ancillary business activities within the Unit so long as:

(1) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;

(2) The business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would

normally be expected for guest visitation absent such business activity;

(3) The business activity is legal and conforms to all zoning requirements for the Condominium;

(4) The business activity does not increase traffic in the Condominium in excess of what would normally be expected for Units in the Condominium absent such business activity;

(5) The business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(6) The business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's sole and absolute discretion; and

(7) The business activity does not result in a materially greater use of Common Element facilities or Association services.

b. Except as set forth in subparagraph a. above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the Property.

c. Nothing shall be done or kept in any Unit which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use without the prior written consent of the other Unit Owners, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board.

d. No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets may be kept in Units. A Unit Owner or occupant of a Unit may keep no more than a total of two (2) dogs and/or cats per Unit not exceeding fifty (50) pounds each and a reasonable number of other generally recognized household pets, as determined in the Executive Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration and not limitation, fish, gerbils, hamsters, and small birds). Feces left upon the Common Elements must be removed immediately. The Executive Board may require that any pet which, in the Executive Board's opinion, endangers the health of any Unit Owner or occupant, or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Unit Owner or occupant fails to do so, the Executive Board may remove the pet. Any pet which, in the Executive Board's sole discretion, presents an immediate danger

to the health, safety or property of any Unit Owner or occupant within the Condominium may be removed by the Executive Board without prior notice to the pet's owner. Any Unit Owner or occupant of a Unit who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

e. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owner or occupants.

f. The owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such owner.

g. No signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. Any signs permitted by the Executive Board shall be erected in accordance with all applicable zoning regulations.

ARTICLE 9: MORTGAGES

9.1. Eligibility. To qualify as a "Posted Mortgagee", a holder, insurer and guarantor of a first mortgage on a Unit in the Condominium shall be required to provide to the Association a statement of its name, address and the Unit against which is the first mortgage it holds, insures and guarantees in order to be an eligible holder, insurer or guarantor as such terms are used in this Declaration and thereby entitled to the rights set forth for its benefit in this Article 9 and elsewhere in this Declaration.

9.2. Notices to Posted Mortgagees. Upon written request to the Association, identifying the name and address of the Posted Mortgagee and the designation of the particular Unit, any eligible holder, insurer or guarantor of a first mortgage lien on a Unit shall be entitled to timely notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a Posted Mortgage held, insured or guaranteed by such Posted Mortgagee;

b. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a Posted Mortgage held, insured or guaranteed by such Posted Mortgagee, or any other default in the performance by an Owner of the Unit against which the Posted Mortgage applies of any obligation under this Declaration, the By-Laws or any rules and regulations of the Association, which delinquency or other default continues for a period of sixty (60) days;

c. Any lapse, cancellation or material modification of any insurance policy

or fidelity bond maintained by the Association;

d. Any proposed action which would require the consent of a specified percentage of eligible first mortgages as specified in **Sections 9.3 and 9.4** below.

e. Copies of the current Declaration, Bylaws and copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Units covered by the Posted Mortgage;

f. Copies of notices of meetings of the Association and the right to designate a representative to attend such meetings;

The Executive Board may impose charges on Unit Owners for performing the services described in this **Section 9.2**.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

9.3. Mortgage Approval.

a. Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Plans, and the original plans and specifications, unless other action is approved by the Posted Mortgagees of Posted Mortgages on any of the Units.

b. Any election to terminate the legal status of the Condominium shall require the prior written approval of the Posted Mortgagees holding Posted Mortgages on any Units.

c. Any partition, subdivision, encumbrance, sale or transfer of any of the Common Elements (except for granting easements for utilities or other public purposes consistent with the intended use of the Common Elements) by act or omission shall require the prior written approval of the Posted Mortgagees holding Posted mortgages on any Units.

9.4. Document Amendments.

a. The consent of all Posted Mortgagees shall be required to add or amend any material provisions of this Declaration or the By-Laws which establish, provide for, govern or regular any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserve for maintenance, repair and replacement of the Common Elements (or Units if applicable);

- (4) Insurance or fidelity bonds;
- (5) Rights to use of the Common Elements;
- (6) Responsibility for maintenance and repair of the Common Elements of the Condominium;
- (7) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except as expressly set forth herein;
- (8) Boundaries of any Unit;
- (9) The interests in the Common Elements;
- (10) Leasing of Units;
- (11) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
- (12) Any provisions which are for the express benefit of a Posted Mortgagee.

An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification as described in **Section 7.2** hereof. A Posted Mortgagee who receives a written request to approve additions or amendments who does not deliver to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

9.5. Condemnation and Insurance Proceeds. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Posted Mortgagee(s) of a Unit pursuant to a Posted Mortgage(s) in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or taking of one or more Units and/or Common Elements.

9.6. FNMA and FHLMC Requirements. If one or more mortgages on Units is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") and any action proposed by the Association requires the approval pursuant to the then applicable regulations of FNMA or FHLMC of a specified percentage of Unit Owners or the holders of a specified percentage of Posted Mortgages, or both, then such action shall not be taken until such requirement has been met.

ARTICLE 10: REAL ESTATE TAXES

10.1. Real Estate Taxes. It is understood that real estate taxes are to be separately

assessed and taxed to each Unit Owner for his or her Unit and its corresponding Percentage Interest in the Common Elements, as provided in the Act. For the year in which this Declaration is first recorded, real estate taxes shall be apportioned between Declarant and each Unit Owner based on fiscal year of the taxing authority. In the event that real estate taxes for any year are not separately assessed against each Unit Owner, but rather are assessed against the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereon in accordance with his or her respective Percentage Interest in the Common Elements, and, in said event, such taxes shall be a Common Expense. The Executive Board shall have authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective Unit Owners of their proportionate share thereof.

ARTICLE 11: POWERS OF THE EXECUTIVE BOARD

11.1. Additional Powers. In addition to the powers set forth in the Act and elsewhere herein, the Executive Board shall have the following additional powers:

a. To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

b. To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

c. To expend funds for the maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Executive Board, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Executive Board to said Unit Owner; provided that the Executive Board shall levy a special assessment against such Unit for the cost of said maintenance or repair.

d. In the event of any condemnation, to represent the Unit Owners in any proceedings, negotiations, settlements or agreements with the condemning authority.

e. To borrow money on the credit of the Association and, as security for any such borrowing, to assign the Association's rights to receive future income (including assessments) and/or pursuant to § 3318 of the Act to encumber or convey the Common

Elements, or any portion thereof.

f. To grant permits, licenses and easements over the Common Elements subject to the limitations set forth in § 3302(a)(9) of the Act.

11.2. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration, the Plats and Plans or the Bylaws, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this **Section 11.2**. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

**ARTICLE 12:
BUDGETS; COMMON EXPENSES; ASSESSMENTS
AND ENFORCEMENTS**

12.1. Annual Assessments. All regular Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be adopted and assessed on an annual basis payable in equal monthly installments in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly installments, in advance, on the first day of each month, as determined by the Executive Board. Insurance costs of the Association shall be assessed as part of Common Expenses.

12.2. Owners' Negligence. Each Unit Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Elements damaged by its act, omission or negligence or by the act, omission or negligence of its tenants, agents, guests or licensees, promptly upon receipt of the Association's statement therefor. Such reimbursement shall be considered an unpaid assessment collectable in any manner provided herein in the case of unpaid and past due assessments.

12.3. Special Assessments. In addition to the assessments for Common Expenses, the Executive Board may levy a special assessment or special assessments from time to time in amounts which the Executive Board deem proper, whenever the Executive Board is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, additional capital expenses, or because of emergencies, or against one or more individual Owners in accordance with the terms of this Declaration. The obligation to pay special assessments for the general benefit of all Unit Owners shall be computed on the same basis as for Common Expense assessments. Special assessments shall be payable in such manner and at such times as determined by the Executive Board.

12.4. Surplus Funds. Any Common Surplus of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may be used by the Association and, to the extent not used, credited to the Unit Owners to reduce their future Assessments or held by the Association as an operating reserve to be approved by the Executive

Board.

12.5. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§ 3302(a)(10), (11) and (12) of the Act and that have not been reduced to liens against a Unit at the time of recordation of a Posted Mortgage, shall be subordinate to the lien of a Posted Mortgage on a Unit.

12.6. Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or monthly installments of assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other charges and monthly installments of assessments to become due for the next twelve (12) months on the basis of the budget for the calendar year in which such default occurs and assuming the same budget for the following year; provided, however, a foreclosing Posted Mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority in lien or payment over mortgage liens in the Act.

12.7. Lien for Non-Payment. All assessments and charges chargeable to any Unit including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorney's fees), shall constitute a lien against said Unit in favor of the Association provided that all fines, fees, charges, late charges, interest and costs of collection thereof (including attorney's fees) shall be subordinate to the lien of any first mortgage on a Unit. Such lien shall be effective from and after the time the Assessment or charge becomes due. Upon full payment of all sums secured by the lien and a preparation fee, the party making payment shall be entitled to a satisfaction of lien to be recorded at his or her sole expense. Such lien of the Association shall have the priority given to Association liens by Section 3315 of the Act.

12.8. Collection Charges. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such.

12.9. Unpaid Assessments at the Time of Execution Sale Against a Unit. In the event that title to a Unit is transferred by Sheriff's Sale pursuant to execution upon any lien against the Unit, the Executive Board may give notice in writing to the Sheriff of any unpaid assessments which are a charge against the Unit, but have not been reduced to a lien, and the Sheriff shall pay the assessments of which he or she has such notice out of the proceeds of the sale which remain in his or her hands for distribution after payment of all other claims which he or she is required by law to pay (including any claims which he or she is required by law to pay, including any claims of the Association given priority by the Act), but prior to any distribution of the balance to the former Owner against whom the execution issued. The purchaser at such Sheriff's Sale and the Unit involved, shall not be liable for unpaid Assessments which became due prior to the Sheriff's Sale of the Unit except for those as to which a lien for Assessments survives such sale pursuant to the Act. Any such unpaid Assessments which cannot be promptly collected from the

former Owner may be reassessed by the Executive Board as a Common Expense to be collected from all the Owners, including the Purchaser or acquirer of title at the Sheriff's Sale, his or her successors and assigns. To protect its right to collect unpaid Assessments which are a charge against a Unit, the Executive Board may, on behalf of the members of the Association, purchase the Unit at Sheriff's Sale provided such action is authorized by the affirmative vote of the majority of the Executive Board, and if it does so purchase, the Executive Board shall thereafter have the power to sell, convey, mortgage or lease such Unit, to any person whatsoever.

12.10. Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments for Common Expenses which are charges against the Unit as of the date of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor, in the amount of any such unpaid Assessments which the grantee may pay, and until any such Assessments are paid, they shall continue to be a charge against the Unit, which may be enforced in the manner set forth in this Agreement; provided, however, any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Treasurer setting forth the amount of unpaid Assessments charged against the Unit and its Owner, and if such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Unit after transfer thereof, shall be liable for the payment of the amount in excess of the unpaid Assessments shown on such statement.

12.11. Budgets and Capital Expenditures. By an affirmative vote of at least two-thirds (2/3) of the Unit Owners, the Unit Owners may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after the approval.

12.12. Working Capital Fund. Upon the initial transfer of title from the Declarant to the purchaser of each Unit, the Association shall collect from such purchasers an amount equal to \$1,500.00, which monies shall be deposited into a working capital fund under control of the Association. No Unit Owner is entitled to a refund of these monies by the Association upon the subsequent conveyance of his or her Unit or otherwise. Thereafter upon any subsequent transfer of said Unit, at the time of resale or transfer there shall be a non-refundable capital improvement fee in an amount equal to two (2) months regular assessments (or an amount to be determined by the Board) assessed against the Units and new Unit Owners to be collected from the new Unit Owners at the time of settlement.

ARTICLE 13: LEASING

13.1. Restrictions. A Unit Owner may lease or sublease his or her Unit at any time and from time to time provided that (except for a lease or sublease made by a Posted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased without a written lease or sublease; (2) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by and the Association may enforce against the lessee or sublessee, the covenants, conditions and restrictions set forth in the

Declaration and Bylaws, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay Common Expense assessments on behalf of the Owner of that Unit; and (3) no Unit may be leased or subleased for an initial term of less than one (1) year.

**ARTICLE 14:
INSURANCE; RELEASES; RESTORATION**

14.1. Generally. The Executive Board shall acquire (if and to the extent available) and pay for insurance as required by the Act in addition to and subject to the following:

a. Such insurance as the Executive Board deems advisable in the operation, and for the protection, of the Common Elements, Limited Common Elements and the Units, including, without limitation, flood insurance to the extent appropriate and available.

b. The amount of property insurance obtained pursuant to the Act shall be equal to the full insurable value replacement cost of the insured property (excluding land, foundations, excavations or other items that are usually excluded from coverage), without deduction for depreciation. Full insurance value replacement cost coverage is to be assured by either (i) a Guaranteed Replacement Cost Endorsement (pursuant to which the insurer agrees to replace the insurance property regardless of the cost) and an Agreed Amount Endorsement (which waives the requirement for coinsurance) if a coinsurance clause is included or (ii) a Replacement Cost Endorsement (pursuant to which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more) and an Agreed Amount Endorsement if a coinsurance clause is included. It shall insure against all risks of direct physical loss commonly insured against and covered by the standard "all risk" endorsement, if available, and such other risks as FNMA, FHLMC, the Federal Housing Administration or the Veterans Administration (or their respective successors) may require by reason of their holding of one or more Permitted Mortgages. If an "all risk" endorsement is not available, a "broad form" policy will be obtained. Such insurance policy(ies) may, at the option of the Board, contain a "deductible" provision in an amount determined by the Board but not to exceed (unless a higher amount is required by Pennsylvania law) the lesser of the maximum sum permitted by the then applicable FNMA or FHLMC regulations (or their successors), \$10,000 or one percent (1%) of the policy face amount. Property insurance policies shall also include (i) an inflation guard endorsement (when available), (ii) a building ordinance or law endorsement (providing for contingent liability from operation of building laws, demolition costs and increased cost of reconstruction), if enforcement of any building, zoning or land use law will result in loss or damage, increased cost of repairs or reconstruction or additional demolition or removal costs, and (iii) steam boiler and machinery coverage endorsement if the Building has central heating or cooling, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2,000,000 (as revised from time to time by the Executive Board to an amount consistent with then current requirements of FNMA and FHLMC) or the insurable value of the building housing the boiler or machinery. Policies will contain standard mortgage clauses or endorsements naming either specifically or generically the Posted Mortgagees or their servicers followed by "its successors and assigns" Property insurance shall be written by carriers (or reinsured by companies) that at least meet the

requirements for a Best's rating of B or financial performance index of 6 or an A rating from Demotech, Inc. or such other minimum requirement as may be acceptable to FNMA from time to time.

c. Each Unit Owner and the Executive Board hereby waives and releases any and all claims which he, she or it may have against the other Unit Owner, the Association, the Executive Board and members thereof, the Declarant and their respective employees and agents, for damage to the Common Elements, the Units, the Limited Common Elements or to any personal property located in the Units, Limited Common Elements or Common Elements, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.

d. If the act or omission of a Unit Owner, or of a member of his or her family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements, Limited Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of subparagraph "c" above.

e. Any release or waiver referred to in subparagraphs c. and d. hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

f. If the Executive Board fails within sixty (60) days of an insured loss to initiate a claim for damages recoverable under the property insurance policy(ies) obtained pursuant to the Act, the holder of any Posted Mortgage may initiate such a claim on behalf of the Board. The Executive Board, shall from time to time at such times as it shall deem appropriate, cause an appraisal of the Property to be made for the purpose of determining the current full insurable replacement value of the insured property, without considering depreciation, and the Board shall change the amount of hazard insurance on the Property to the amount of the then current full insurable replacement value of the Property as established by such appraisal.

g. The Association's property insurance shall cover fixtures, equipment, and other personal property and supplies of the Association and fixtures, equipment and other personal property within Units as of the date of initial sale of the Unit by the Declarant, whether or not part of the Common Elements. Each Unit Owner, other than the Declarant, shall notify the Board in writing of any additions, alterations or improvements to his or her Unit and he and she shall be responsible for any deficiency in any insurance loss recovery resulting from his or her failure so to notify the Association. The Board shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Board to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such

additions, alterations or improvements, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

h. Comprehensive public liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable provided that such limit shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and/or property damage, insuring the Association, the Board members, the managing agent, if any, and their respective agents and employees, and the Units Owners from any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Property or any part thereof. The policy shall cover bodily injury and property damage that results from the operation, maintenance, or use of the Condominium's Common Elements, and any legal liability that results from lawsuits related to employment contracts in which the Association is a party. If the policy does not include "severability of interest" in its terms, it must include a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners.

i. The Board may obtain such other forms of insurance as the Board shall elect to effect including Board members' and officers' liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

j. The Association shall obtain blanket fidelity insurance to protect against dishonest acts on the part of the Board members, officers, agents, employees, volunteers and all others who handle, or are responsible for handling, funds of the Association. Such insurance shall name the Association as the insured and shall be in such amount as the Board deems appropriate, but not less than the greater of (i) the maximum funds that will be in the custody of the Association or its agents at any time, or (ii) the sum of three (3) months' Common Expense assessments against all Units, plus the amount of the Association reserve funds. Notwithstanding the foregoing, in the event that the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation reduces or increases the required amount of the fidelity insurance which the Association must maintain to less or more than the amount set forth above, the Board may decrease or increase the amount of the fidelity insurance to the amount required by such entities. Such insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or such endorsement or provision as shall accomplish the same result. Any managing agent shall be required to carry its own insurance with the same coverage as set forth above.

k. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Board, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board deems advisable in connection with any insurance, shall be Common Expenses.

l. The Board shall use its best efforts to secure policies providing that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners or any officer or employee of the Board or managing agent, if any,

without a prior demand in writing that the Board or managing agent, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same. Association policies shall provide that the policy will be primary, even if a Unit Owner has other insurance that covers the same loss. The policy must require the insurer to notify in writing the Association, any Insurance Trustee and each mortgagee named in a mortgage clause at least ten (10) days before it cancels or substantially changes coverage.

m. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance for his or her personal liability to the extent not covered by insurance maintained by the Board shall be the responsibility of each such Unit Owner.

n. All physical damage insurance policies purchased by the Executive Board shall be for the benefit of and name as insured the Association for the use and benefit of the Unit Owners and their Posted Mortgagees, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed \$250,000, then all such proceeds shall be paid in trust to such lending institution in the metropolitan Philadelphia area with trust powers as may be designated by the Executive Board (which trustee is herein referred to as the Insurance Trustee) and the policy loss payable provision shall provide that such proceeds are payable to the Insurance Trustee as trustee for each Unit Owner and each Unit's mortgagees. If such proceeds do not exceed \$250,000, then the policy loss payable provision shall provide that all such proceeds shall be paid to the Executive Board to be applied pursuant to the Act as trustee for each Unit Owner and each Unit's mortgages. If proceeds are payable to the Insurance Trustee, the Executive Board shall enter into an Insurance Trust Agreement with the Insurance Trustee which may provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form of contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration and the Act, for the benefit of the insureds and their beneficiaries thereunder.

o. The name of the insured under each policy required pursuant to this Article 14 shall be stated in form and substance similar to the following:

427 E. Lancaster Avenue Condominium Association, for the use and benefit of the individual owners, or their authorized representatives, of the Condominium Units contained in 427 E. Lancaster Avenue Condominium.

p. If any part of the improvements in the Condominium is in a special flood hazard area, the Association shall maintain a "master" or "blanket" policy of flood insurance, the premiums to be paid as common expenses. The amount of flood insurance shall be equal to the lesser of 100% of the insurable value of the improvements or the maximum coverage available under the appropriate National Flood Insurance Administration program. The maximum deductible amount for such policy shall be the lesser of \$5,000 or 1% of the policy face amount.

14.2. *Repairs and Reconstruction After Fire or Other Casualty.*

a. *When Repair and Reconstruction are Required.* Except as otherwise provided in subparagraph "d" of this § 14.2, in the event of damage to or destruction of the Building or any part thereof as a result of fire or other casualty, the Executive Board, under the direction of the Insurance Trustee if an Insurance Trustee is required, shall arrange for and supervise the prompt repair and restoration of the Building as required by the Act. Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his or her own Unit.

b. *Procedure for Reconstruction and Repair.*

(i) *Cost Estimates.* Immediately after a fire or other casualty causing damage to the Building, the Executive Board shall obtain reliable and reasonably detailed estimates of the cost of repairing and restoring the Building as required by the Act to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Executive Board or Insurance Trustee (if any) determines to be necessary.

(ii) *Assessments.* If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and special monthly assessments therefor shall be levied. The funds shall be paid out of the Common Expense fund. Unit Owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Executive Board shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage, and each Unit Owner shall personally assume the additional expense of any improvements to his or her Unit which he or she desires, to restore it beyond such condition.

(iii) *Plans and Specifications.* Any such reconstruction or repair shall be substantially in accordance with the construction of the Property as it existed immediately prior to the casualty.

c. *Disbursements of Construction Funds.*

(i) *Construction Fund and Disbursement.* The proceeds of insurance collected on account of casualty, and the sums received by the Executive Board or Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(A) If the estimated cost of reconstruction and repair is less than \$250,000, then the construction fund shall be disbursed in payment of such costs upon order of the Executive Board.

(B) If the estimated cost of reconstruction and repair is \$250,000, or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Pennsylvania and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested, taking into account retainage.

(ii) *Surplus.* It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be used first to reimburse Unit Owners for sums paid to cover shortfalls under subparagraph b(ii) above in proportion to the sums so paid until full reimbursement and any remaining balance shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

d. *When Reconstruction Is Not Required.* In the event of insubstantial damage to the Common Elements and if the Executive Board shall elect not to repair the same or in the event there is to be no repair or replacement pursuant to § 3312(g) of the Act, then in either such event any insurance proceeds received on account of such damage shall be expended and/or distributed in accordance with § 3312 of the Act. If the Condominium shall be terminated pursuant to § 3320 of the Act, the provisions of § 3320 of the Act shall apply.

ARTICLE 15: LIMITATION OF LIABILITY

15.1. *Fiduciary Duty.* In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person or ordinary prudence would use under similar circumstances.

15.2. *Good Faith Reliance.* In performing his or her duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- a. one or more other officers or employees of the Association whom the

officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

b. counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

c. a committee of the Executive Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

15.3. *Limited Liability.*

a. The members of the Executive Board and officers, in their capacity as such, shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this **Section 15.3** shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state or federal law.

b. In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

c. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interests of the Association.

d. To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

e. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he or

she may become involved by reason of his or her being having been a member and/or officer of the Executive Board, or any settlement of any such proceedings, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this subparagraph e shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

15.4. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in subparagraph e above, if and to the extent available.

ARTICLE 16:

GENERAL PROVISIONS

16.1. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof or the By-Laws or any rules and regulations, all of which shall continue in effect as if such invalid provisions had not been included herein.

16.2. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

16.3. Effective Date. This Declaration shall become effective when it has been duly entered of record.

16.4. Binding. This Declaration shall inure to the benefit of and shall be binding upon the Declarant's successors or assigns.

IN WITNESS WHEREOF, the said Declarant has caused these presents to be duly executed on the day and year first above written.

427 E. LANCASTER AVENUE, LLC, a
Pennsylvania limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF _____ :

On this _____ day of _____, 201__, before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared _____, a Member of **427 E. LANCASTER AVENUE CONDOMINIUM, LLC**, a Pennsylvania limited liability company, to me known to be the individuals who executed the foregoing instrument, and that he acknowledged the execution thereof to be his free act and deed.

WITNESS my hand and official seal in the above County and State.

Notary Public

My Commission Expires:

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "A-1"
TITLE MATTERS

EXHIBIT "B"
**SCHEDULE OF UNIT IDENTIFYING NUMBERS
AND PERCENTAGE INTERESTS**

<u>Unit</u>	<u>Percentage Interest</u>
1	4.545%
2	4.545%
3	4.545%
4	4.545%
5	4.545%
6	4.545%
7	4.545%
8	4.545%
9	4.545%
10	4.545%
11	4.545%
12	4.545%
13	4.545%
14	4.545%
15	4.545%
16	4.545%
17	4.545%
18	4.545%
19	4.545%
20	4.545%
21	4.545%
22	4.545%

EXHIBIT "C"
PLATS AND PLANS

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is made this 17th day of August, 2015, by and between Walker Family Properties, LLP, a Pennsylvania Limited Liability Partnership (the "Seller") and 427 E. Lancaster, LLC, a Pennsylvania limited liability company, or its assignee or nominee (the "Purchaser").

WITNESSETH

A. Seller is the owner of that certain parcel or tract of land located at 427 E. Lancaster Avenue, Wayne, Radnor Township (the "Township"), Delaware County, Pennsylvania being identified as Delaware County Folio Nos. 36-02-01219-00 and 36-02-01219-61, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"), which Land is a part of the Property (hereinafter defined).

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **SALE OF PROPERTY.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and convey to Purchaser and Purchaser hereby agrees to purchase from Seller the following (collectively, the "Property"):

A. **Realty.** The realty (the "Realty"), including the Land and improvements set forth thereon, and all rights and appurtenances pertaining thereto, including but not limited to:

(1) All right, title and interest, if any, of Seller in and to any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land;

(2) All right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Land, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade of any such highway, street, road or avenue;

(3) All right, title and interest, if any, of Seller in and to any easements adjacent to or serving the Realty;

(4) All sewage collection, conveyance and/or treatment capacity, water capacity and other utility capacity allocated by any public or private utility or authority to serve the Realty; and

(5) Any reversionary rights attributable to Seller with respect to the Realty; and

B. **Plans.** All of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions

relating to the Realty (collectively, the "Plans"); and

C. **Incidental Rights.** All incidental rights including, but not limited to (collectively, the "Incidental Rights");

(1) All of Seller's right, title and interest in, to and under all contracts and other agreements relating to the construction, operation, maintenance or repair of the Realty which Purchaser desires to continue in effect;

(2) All of Seller's right, title and interest in, to and under all guarantees or warranties from third parties relating to the construction and/or operation of the Realty;

(3) All governmental permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Realty; and

2. **PURCHASE PRICE.** Purchaser shall pay in exchange for the Property the sum of [REDACTED] (the "Purchase Price").

3. **MANNER OF PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

A. **Deposit.** [REDACTED]

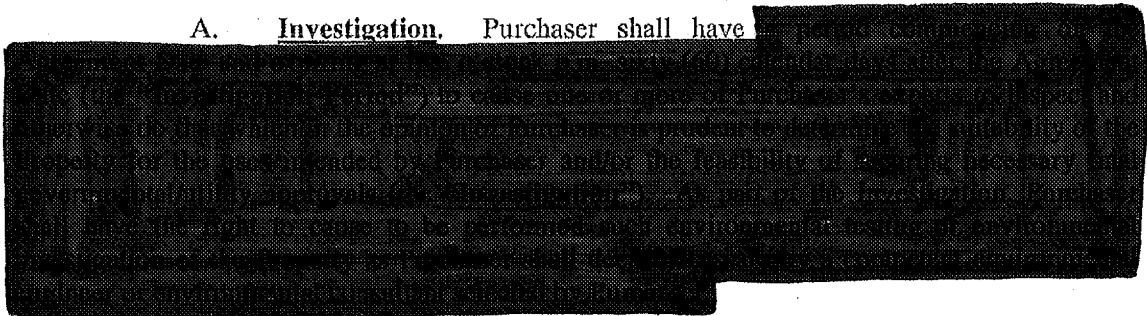
[REDACTED] Purchaser shall deliver to [REDACTED] as escrow agent (the "Escrow Agent") Purchaser's plain check, subject to collection, in the amount of [REDACTED] to be held in escrow by Escrow Agent in a federally insured interest bearing account until consummation or termination of this Agreement (including any interest accrued thereon, the "Initial Deposit"). [REDACTED]

[REDACTED] Purchaser shall deliver to Escrow Agent Purchaser's plain check, subject to collection, in the amount of [REDACTED] to be held in escrow by Escrow Agent in a federally insured interest bearing account until consummation or termination of this Agreement (including any interest accrued thereon, the "Second Deposit") (the Initial Deposit and the Second Deposit are collectively referred to as the "Deposit"). Except as set forth elsewhere in this Agreement, at the Closing, Escrow Agent shall pay the Deposit to the title company which insures the title to the Realty for Purchaser (the "Title Company") to be used by the Title Company, together with other funds delivered to it by Purchaser, to pay the Purchase Price to Seller.

B. **Payment of Balance of Purchase Price.** At Closing, Purchaser shall pay to Seller the Purchase Price (subject to adjustments and apportionments set forth in this Agreement and less the Deposit) by certified check, bank check, title insurance company check or wire transfer of immediately available federal funds. If Seller desires that said portion of the Purchase Price be paid by wire transfer, Seller shall deliver to Purchaser wiring instructions not later than five (5) days before the Closing Date (hereinafter defined).

4. INVESTIGATION PERIOD.

A. Investigation. Purchaser shall have



B. Delivery of Information. In order to aid Purchaser in the Investigation, Seller, either prior to or on the Agreement Date, shall deliver to Purchaser the following:

- (1) A copy of all leases for the Property;
- (2) Copies of the Zoning Appeal filed by Seller as a result of the Radnor Township Zoning Board's denial of Appeal Number 2917, docketed in the Court of Common Pleas of Delaware County, No. 2014-010579; the Zoning Board's decision in Appeal Number 2917; any transcripts of the zoning hearing(s) in Seller's possession; the applicant's and any objector's exhibits (in Seller's possession); and any other documents in Seller's possession produced on behalf of any objectors;
- (3) To the extent available, a copy of Seller's most recent title insurance policy;
- (4) To the extent available, a copy of all existing engineering, architectural, mechanical, electrical and site plans and as-built property surveys, environmental and soil reports;
- (5) To the extent available, a copy of all permits, approvals, certificates of occupancy and similar documents issued with respect to the Property; and
- (6) Such other information concerning the Property as may be reasonably requested by Purchaser and Seller can reasonably deliver. Seller shall make available for examination by Purchaser all of its books, files and records related to the Property, including without limitation all available information regarding personnel working at or in connection with the Property. Purchaser shall have the right to make copies of any information at Purchaser's reasonable cost. Seller shall permit and cooperate with Purchaser in connection with any audits or inspections Purchaser may desire to conduct with respect to the Property during the Investigation Period.

C. Investigation Not to Disrupt Business of Seller. Any inspections and investigations conducted by Purchaser shall be conducted in a manner so as not to unreasonably disrupt the conduct of the business of Seller.

D.



[REDACTED]

5. TITLE.

A. Title Report.

B. Status of Title - Realty. The Realty is to be conveyed to Purchaser free and clear of all liens, encumbrances, easements, restrictions and agreements excepting only the Permitted Exceptions (hereinafter defined). Seller shall, at or prior to Closing be required to cure and cause removal of all monetary liens and encumbrances affecting the Property, including but not limited to, liens securing financing, mechanics' liens, judgements, delinquent taxes, assessments, sewer charges and water charges. With the exception of the Permitted Exceptions, title to the Realty shall be good and marketable and such as will be insured by the Title Company at its regular rates for regular risks pursuant to the standard stipulations and conditions of an ALTA policy of owner's title insurance. Seller shall furnish such customary title affidavits as the Title Company may require for the removal of standard title objections. "Permitted Exceptions" as used herein shall mean deed restrictions, building restrictions, easements of roads, easements of record, and privileges or rights of public service companies, only to the extent that any of the aforesaid exception(s) exist in the public records as of the date of this Agreement and ordinances.

C. Inability to Convey Title. If Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, Purchaser shall have the option:

(1) Of taking such title to the Realty as Seller is able to convey, with an abatement of the Purchase Price in the amount (fixed or ascertainable) of any monetary liens or encumbrances on the Realty; or

(2) Of terminating Purchaser's obligations under this Agreement and having the Deposit returned to Purchaser, in which event this Agreement shall be null and void and neither party shall have any further obligations hereunder.

(3) Notwithstanding the foregoing, if title to the Realty is not as described in Sections 5.B and 5.C hereof by reason of any willful act or omission of Seller subsequent to the Agreement Date, or by reason of the failure of Seller to pay or discharge any monetary liens, the same shall constitute a breach by Seller and Purchaser shall be entitled to pursue all remedies available to Purchaser at law or in equity including but not limited to specific performance.

6. [REDACTED]

A. [REDACTED]

[REDACTED]

Seller shall fully cooperate with Purchaser's efforts to obtain the Approvals and Permits, and Seller hereby grants to Purchaser the permission to file and process all governmental/utility applications as may be required to obtain the Approvals and Permits, and any other governmental/utility approvals required for Purchaser's Improvements. Seller shall also execute and deliver any required owners' consent forms for such applications.

[REDACTED]

[REDACTED]

7. COVENANTS OF SELLER. Seller covenants that it will:

A. Inspection. Prior to the Closing Date, permit Purchaser and Purchaser's agents and employees to inspect the Property from time to time at reasonable times including the performance of environmental testing and investigations. Purchaser shall hold Seller harmless and shall indemnify Seller against any and all claims, including costs, fees, expenses and reasonable attorney's fees for or in respect to injuries (including death) or damage of any kind to the person or property of Seller, Purchaser or any other person caused by or in connection with Purchaser's entry onto the Property and/or any tests or related activities conducted by Purchaser, its agents, servants or employees respecting the Property, either during or subsequent to the Investigation Period. However, in the event that such injury, death or damage is caused by the negligent or willful act or omission of Seller or any agent, servant, employee or representative thereof, Seller shall be liable therefor.

B. Contracts. Prior to the Closing Date, not enter into any contract for, on behalf of, or affecting the Property which cannot be terminated at will without charge, cost, penalty or premium.

C. Leases. Seller may extend any Lease existing as of the date of this Agreement to August 31, 2016. If Closing hereunder does not occur prior to the later of August

31, 2016 or as postponed by Seller pursuant to paragraph 13(C), the Seller may extend the Leases on a month-to-month basis for the period after August 31, 2016 up until the time of Closing. Prior to extending any Lease Seller shall notify Purchaser of the extension and provide Purchaser with a copy of any such extension. Notwithstanding the aforesaid, Purchaser shall not be obligated to consummate Closing until all tenants have vacated and surrendered possession of the Property. Seller shall use its best efforts to secure the vacation of all tenants in accordance with applicable leases and this Agreement.

D. **Creation of Title Imperfections.** Other than the Permitted Exceptions, between the Agreement Date and the Closing Date, Seller shall not permit any liens, easements, encumbrances or other clouds on the title to the Realty to be created (the "**Title Imperfections**"). If Seller creates or permits any Title Imperfections to be created in violation hereof, Seller shall promptly remove them prior to the Closing Date.

E. **Satisfaction of Liens.** Prior to or at Closing, satisfy any liens or encumbrances which exist against the Property on the Closing Date which may be satisfied by the payment of money, either by such payment or by depositing in escrow with the Title Company so much of the Purchase Price as will cause the Title Company to insure Purchaser against any loss which is caused to Purchaser because of the existence of such liens or encumbrances.

F. **Notice of Suits.** Promptly deliver to Purchaser copies of any written notice received by Seller regarding all actions, suits or other proceedings affecting the Property, or the use, possession or occupancy thereof, which may adversely affect Purchaser or the Property.

G. **Environmental and Other Notices.** Promptly deliver to Purchaser copies of written notices received by Seller of releases of hazardous substances or actual or threatened condemnation of the Property, or any portion thereof, given Seller on behalf of any federal, state or local agency.

H. **Taxes.** Timely and properly file all state and federal tax reports and pay all taxes due when and as required.

I. **Personnel.** Make its personnel available to Purchaser at reasonable times and upon reasonable notices in connection with inspections of the Property.

J. **Required Certificates.** On or prior to Closing, obtain any and all certificates required by any applicable governmental authorities for the sale of the Property including, but not limited to, any resale certificates, certificates of uncorrected violations and the like (collectively, the "**Resale Certificates**"), which Resale Certificates shall not be subject to any conditions whatsoever. Seller shall pay all costs and expenses, and perform all work, necessary to obtain the unconditional Resale Certificates.

K. **Signage.** Commencing on the date on which Purchaser obtains preliminary land development approval for Purchaser's Improvements from Radnor Township and continuing until Closing or the earlier termination of this Agreement, Purchaser, at Purchaser's sole cost and expense, with Seller's consent which consent shall not be unreasonably

withheld, shall be permitted to place signage on the Property for marketing purposes, which signage shall be of a size, have such content and be at a location as reasonably determined by Purchaser.

8. **REPRESENTATIONS AND WARRANTIES.**

A. **Representations and Warranties of Seller.** In order to induce Purchaser to enter into this Agreement and with full knowledge that Purchaser is relying thereon, Seller hereby warrants and represents to Purchaser as follows:

(1) **Power to Perform.** Seller is a Limited Liability Partnership duly formed and validly existing under and by virtue of the laws of the commonwealth of Pennsylvania. Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by proper action by Seller and the person or persons who have executed this Agreement on behalf of Seller have been duly authorized to do so. The execution of this Agreement by Seller constitutes a valid and binding obligation of Seller in accordance with its terms and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. All documents executed by Seller which are to be delivered to Purchaser at the Closing will be duly authorized, executed and delivered by Seller, will be legal, valid and binding obligations of Seller, and will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(2) **Accuracy of Documentation.** All leases, contracts, guarantees, warranties, financial statements, operating statements and all other books and records or other documentation delivered to Purchaser pursuant to this Agreement or in connection with the execution hereof are true, complete and correct copies. Prior to the expiration of the Investigation Period, Seller will, or shall have delivered to Purchaser, all documents and information relating to the Property of which Seller has knowledge which have or may have any economic impact on the transaction contemplated hereby or on the operation and condition of the Property.

(3) **Contracts.** There are not now, nor will there be on the Closing Date, any contracts or agreements (including, without limitation, service contracts and/or management agreements), written or oral, to which Seller is a party which affect the Property other than those attached hereto and made a part hereof as **Exhibit "B"** for which Purchaser elects to keep in force and effect (collectively, the "**Contracts**"). All amounts due under any such Contracts for any work or improvements respecting the Property shall have been paid by Seller on or prior to the Closing Date. Seller shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the Property prior to the Closing Date. From the Agreement Date through the Closing Date, Seller shall not modify or terminate any of said Contracts without Purchaser's prior written consent. On or prior to the Closing, Seller shall, at its sole cost and expense, terminate any of the Contracts that Purchaser elects to be terminated.

(4) **Leases.** There are no oral or written leases or rights of occupancy for any portion of the Property, except as set forth on **Exhibit "C"** (the "**Leases**"). Seller shall

cause all tenants to vacate and surrender the Realty free of all furniture, equipment and other belongings.

(5) Commissions.

(6) Land is a Subdivided Parcel. The Land is a separately subdivided parcel of ground.

(7) Zoning Classification. The current zoning classification of the Realty is R-6 Residence District which permits multi-family dwelling units.

(8) Assessed Valuation. There is no proceeding pending for the adjustment of the assessed valuation of all or any portion of the Property; there is no abatement in effect with respect to all or any portion of the real estate taxes; the real estate tax bills furnished by Seller to Purchaser are accurate and complete copies of all bills for taxes levied against or on account of the Property or any rent or income from the Property for the last three (3) full calendar years to the extent available, and for the current calendar year to date.

(9) Assessments. There are not now presently pending any special assessments with respect to any portion of the Property, and Seller has received no notice of, or become aware of any special assessment being contemplated. Any assessments levied between the Agreement Date and the Closing Date shall be paid by Seller.

(10) Employees. On the Closing Date, there will be no contracts for the management of the Property, or any contracts, collective bargaining agreements or commitments of any kind with any employees of Seller or with any labor organization which will be binding on or create any obligations upon the Property, or upon Purchaser.

(11) Condemnation. There is no condemnation proceeding with regard to the Property and Seller does not know of any proposed condemnation proceeding with regard to all or any portion of the Property.

(12) Litigation. Except for a Zoning Appeal filed by Seller as a result of the Radnor Township Zoning Board's denial of Appeal Number 2917, docketed in the Court of Common Pleas of Delaware County, No. 2014-010579, there is not now any action, proceeding, litigation or investigation pending or, to the best of Seller's knowledge, threatened against Seller or the Property, or any basis therefor, that arises out of the ownership of the Property or that may affect the use, occupancy or operation of the Property for its present purpose or the value of the Property, or affect the ability of Seller to perform its obligation under this Agreement, or which questions the validity or enforceability of this Agreement.

(13) Foreign Person. Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.

(14) **Environmental Matters.** The Property does not contain and there has been no application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property, or any lot or property adjacent thereto, of any Hazardous Material (hereinafter defined). "**Hazardous Material**" as used herein means and includes any petroleum, hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund or superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulations, order, decree or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now in effect and applicable to the Property. The Building and all other improvements and fixtures constituting any portion of the Property do not contain any hazardous building materials or toxic substances including without limitation, asbestos or any other substance containing asbestos, lead-based paints or PCBs. There are no underground storage tanks at the Property. If any Hazardous Material is discovered at the Property prior to the Closing Date and Seller does not agree to remedy such condition at Seller's sole cost, Purchaser shall have the right to terminate this Agreement by written notice to Seller and to be refunded the Deposit.

(15) **Notices.** Seller has not received and has no knowledge of any notices of any violation of any law, order or requirement issued by any municipal or other public authority against or affecting all or any portion of the Property with regard to any work or improvements done or ordered by such authority to be done either before or after the Agreement Date. Seller has not received and has no knowledge of any notice or request from any insurance company or board of insurance underwriters (or similar organization) requesting the performance of any work or the correction of any conditions concerning the Property. Seller has no reason to believe that any such notices referenced herein will be issued after the Agreement Date. Seller shall be responsible for compliance with any such notice issued or received prior to Closing hereunder.

B. **Representations and Warranties of Purchaser.** In order to induce Seller to enter into this Agreement, Purchaser hereby warrants and represents to Seller as follows: this Agreement is duly authorized, executed and delivered by Purchaser, constitutes the legal and valid binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which it is subject. All documents executed by Purchaser which are to be delivered to Seller at the Closing will be duly authorized, executed and delivered by Purchaser, and will not violate any provisions of any agreement or judicial order to which Purchaser is a party or to which it is subject.

C. **Representations and Warranties to Survive Closing and Joinder.** Each of the representations and warranties of the respective parties contained herein or made in writing pursuant to this Agreement, shall be true and correct as of the Agreement Date and as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement and Closing hereunder. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties.

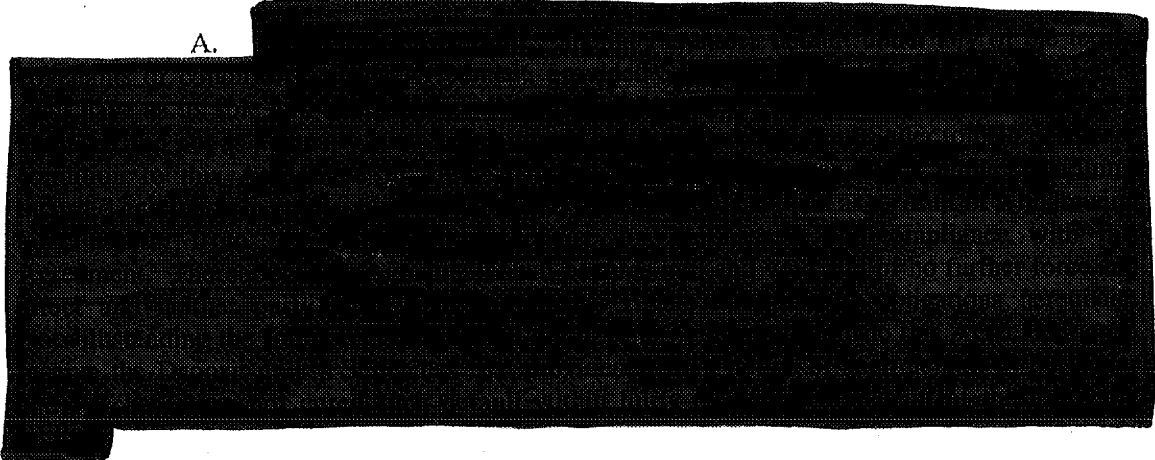
9. **FIRE OR OTHER CASUALTY.** Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If on or prior to

the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser. In the event damage to the Property is not repaired or replaced prior to Closing, the proceeds of any unused insurance paid between the Agreement Date and the Closing Date shall be paid to Purchaser on the Closing Date under Seller's casualty insurance policy and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

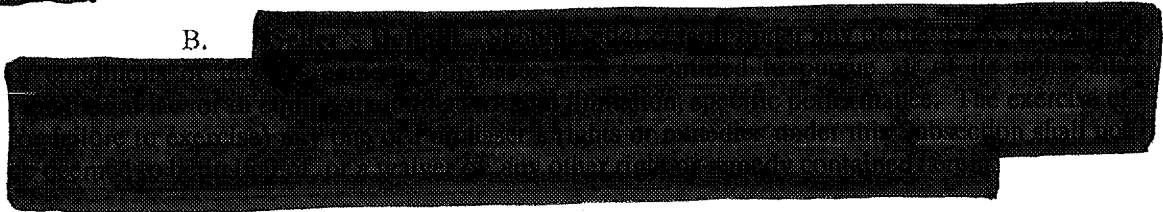
10. **CONDEMNATION**. If on or prior to the Closing Date, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give written notice thereof with specificity to Purchaser. If such taking adversely affects the Property in the sole determination of Purchaser, Purchaser shall have the option to complete the purchase hereunder, or terminate this Agreement, in which event this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of eminent domain proceedings and the amount of the award being granted as a result thereof. If notice of condemnation is received by Purchaser and Purchaser fails to deliver written notice of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser elects (or is deemed to have elected) to complete the purchase of the Property hereunder, the purchase shall be completed in accordance with this Agreement, except at the Closing Seller shall pay, assign and transfer to Purchaser all proceeds from such proceedings theretofore received by Seller with regard to the Property and all rights Seller has to any future proceeds of such eminent domain proceedings with regard to the Property, without in any manner affecting the Purchase Price.

11. **DEFAULT**.

A.



B.



12. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION.

A. Conditions Precedent. The obligation of Purchaser to complete Closing hereunder in accordance with this Agreement is contingent upon satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser on or prior to the Closing Date):

(1) Compliance with Covenants. All of the covenants and agreements to be performed by Seller on or prior to the Closing Date under the terms of this Agreement shall have been so performed by Seller.

(2) Seller's Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all respects on the Closing Date as though made on the Closing Date.

(3) Title Policy. A title policy or unconditional commitment therefor meeting the requirements of Section 5.B hereof, shall have been issued by the Title Company to Purchaser.

(4) No Termination. Purchaser shall not have validly terminated this Agreement in accordance with the terms hereof.

(5) Delivery of Seller's Closing Documents. Seller shall have delivered to Purchaser all Seller's Closing documents pursuant to Section 15.A hereof.

(6) Declaration Estoppel. If the Property is subject to a reciprocal easement agreement or other similar document pursuant to which the Property is bound by common easements, covenants and/or restrictions, Purchaser's obligations hereunder shall be conditioned upon Purchaser's receipt of an estoppel certificate from the association or other party or parties that govern or operate the properties subject to such agreement (the "Declaration Estoppel"), which Declaration Estoppel must be executed no earlier than thirty (30) days prior to the Closing Date and be in a form reasonably acceptable to Purchaser.

B.

C.

13. CLOSING.

A. Closing Date. Closing on the purchase of the Property (the "Closing") shall occur

[REDACTED]
(herein referred to as the "Closing Date").

B. [REDACTED]

C. [REDACTED]

D. [REDACTED]

E. Location of Closing. Closing shall be held at Kaplin Stewart, 910 Harvest Drive, Blue Bell, Pennsylvania 19422-0765 or such other place agreed to by the parties.

F. [REDACTED]

14. APPORTIONMENTS AND TAXES.

A. Apportionments. The following apportionments shall be prorated on a per diem basis as of midnight of the day preceding the Closing Date, all of which, to the extent applicable, shall be reflected on a closing statement (the "Closing Statement") executed by Seller and Purchaser on the Closing Date:

(1) Real Estate Taxes. Real estate taxes shall be apportioned on a per diem basis based on the fiscal or calendar year of each taxing authority. Notwithstanding the foregoing, Seller shall be solely responsible for any roll-back taxes in connection with the placement of the Property into a preferential assessment under Act 319 or Act 515 or otherwise. Seller shall discharge such obligation at Closing.

(2) **Water, Sewer and Other Utility Charges.** Any water, sewer or other utility charges assessed against the Property shall be apportioned on a per diem basis based on the billing cycle of such utility.

(3) **Other Income.** Any other income from the Property, such as from coin telephones, vending or other coin operated machines or from any contracts for services provided to tenants of the Property shall be apportioned on a per diem basis.

B. **Transfer Taxes.** Any transfer taxes imposed by any governmental authority upon this transaction shall be split equally between Purchaser and Seller.

15. **CLOSING PROCEDURE.**

A. **Seller's Closing Documents.** At or before the Closing, Seller shall deliver to Purchaser, or cause to be delivered to Purchaser, the following:

(1) A special warranty deed as is customary in the state in which the Property is located duly executed by Seller conveying good and marketable title to the Realty, subject only to the Permitted Exceptions;

(2) A duly executed Assignment in form acceptable to Purchaser's counsel of all of Seller's right, title and interest in and to any Plans, Incidental Rights and Contracts (if any);

(3) Originals or copies, if originals are not available, of building permits, licenses, approvals and certificates of occupancy for the Property;

(4) Duly executed certificates required by Section 1445 of the Internal Revenue Code that Seller is not a foreign person within the meaning of said Section 1445;

(5) Any and all Resale Certificates;

(6) A duly executed and acknowledged affidavit stating that the representations and warranties of Seller set forth herein are true and correct as of the Closing Date;

(7) Documents of authority of Seller authorizing the transactions contemplated by this Agreement;

(8) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered to Purchaser;

(9) Any other documents, instruments, records, correspondence or agreements relating to the Property as Purchaser or the Title Company may reasonably require; and

(10) The Closing Statement executed by Seller.

(11) If Seller is exercising its rights under paragraph 13.F, the lease

referred to therein.

(12) Notice under paragraph 13.F and an executed copy of the Post Closing Lease if applicable

(13) The Post Closing Sublease (if applicable)

Seller further covenants that it will at any time, from time to time after Closing hereunder, upon request of Purchaser, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the conveying, transferring, assuring and confirming title to the Realty to Purchaser.

B. **Purchaser's Closing Documents.** At or before the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following:

- (1) An assumption of the Incidental Rights;
- (2) The balance of the Purchase Price remaining due at time of Closing;
- (3) The Closing Statement executed by Purchaser;
- (4) Documents of authority of Purchaser authorizing the transactions contemplated by this Agreement; and
- (5) Such other instruments as may be reasonably required by the Title Company or otherwise reasonably required to consummate the purchase of the Property in accordance with the terms hereof.

C. **Possession.** Possession of the Property shall be delivered by Seller to Purchaser at Closing, free and clear of all leases and tenants. Seller shall cause all tenants to vacate and surrender the Realty free of all furniture, equipment and other belongings.

D. **Tender.** Formal tender of an executed deed and purchase money is hereby waived.

16. **REAL ESTATE BROKERS.** Purchaser and Seller hereby warrant and represent to each other that they have not employed any broker or finder in connection with the transactions contemplated by this Agreement, and that they have not had any dealings with any other person or entity which might entitle that person or entity to a fee or commission. Purchaser and Seller shall each indemnify and hold the other harmless against any losses, costs or expenses (including reasonable attorney's fees) arising out of claims of any other broker or finder in connection with this transaction, the obligation for which was incurred by the indemnifying party. The provisions of this Section shall survive Closing or the earlier termination of this Agreement.

17. **ESCROW AGENT.** Purchaser and Seller have requested that the Deposit be held in escrow by Escrow Agent to be held, applied and released in accordance with this

Agreement. Escrow Agent is merely responsible for the safe keeping of the Deposit and shall not be required to determine any questions of fact or law. Escrow Agent shall hold and dispose of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall be protected in acting in good faith upon instruments and documents believed to have been signed by a proper person or persons, not only as to their due execution and the validity and effectiveness of their provisions, but also as to the truth and acceptability of any information therein contained. Escrow Agent shall not have any duties except as those which are expressly set forth herein. Escrow Agent shall not be bound by any notice of, or demand with respect to, any waiver, modification, or amendment of this Agreement, unless in writing, signed by all of the parties to this Agreement and, if the duties or responsibilities of Escrow Agent hereunder are effected, unless Escrow Agent shall have given its prior written consent thereto. Escrow Agent shall not be entitled to a fee for its services as Escrow Agent, nor shall it have any liability to either Seller or Purchaser for anything done or omitted to be done by it in good faith, its liability being limited solely to gross negligence or willful misconduct.

18. **TAX DEFERRED EXCHANGE.** Seller may elect to exchange the Property for other real estate of a like kind in accordance with Section 1031 of the Internal Revenue Code of 1986 as amended ("**Section 1031**"), or Purchaser may elect to acquire the Property as replacement Property for a like kind exchange. To exercise any rights under this Section, the party electing to utilize Section 1031 shall provide the other with a written statement stating its intent to enter into an exchange prior to the Closing Date. Either party's election to exchange, rather than sell or buy, the Property for other real estate of a like kind shall be at no cost or liability to the other party. Should this Agreement become part of a Section 1031 transaction, the party electing to exchange the Property (the "**Exchanger**") hereby agrees that the other party may enforce any and all representations, warranties, covenants and other obligations of the Exchanger under this Agreement directly against Exchanger, and the other party agrees that the Exchanger may enforce any and all representations, warranties, covenants and other obligations of the other party under this Agreement directly against the other party.

19. **GENERAL PROVISIONS.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no other terms, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, which are not herein referred to or incorporated. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

B. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their permitted respective successors and assigns. Purchaser shall have the right on or before the Closing Date to assign its interest hereunder to one or more persons or entities.

C. **Notices.** All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given; (a) when delivered personally; (b) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after

being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

(1) If to Purchaser:

P.O. Box 502
Haverford, PA 19041
Attention: Mac Brand
Email: mac@craigandmac.com

With a copy to:
Marc A. Snyder, Esquire
Kaplin Stewart
910 Harvest Drive
Blue Bell, Pennsylvania 19422-0765
Facsimile No.: (610) 684-2119
Email: msnyder@kaplaw.com

(2) If to Seller:

Walker Family Properties, LLP
c/o Rockland Walker
427 E. Lancaster Avenue
Wayne, PA 19087
Facsimile No.: 610-687-2970
Email: rdwdo@me.com

With a copy to:
Nicholas Caniglia, Esquire
125 Strafford Avenue; Suite 110
P.O. Box 312
Wayne, PA 19087
Facsimile No.: 610-688-5761
Email: ncaniglia@aol.com

(3) If to Escrow Agent:

Central Property Settlement Services
9 Lawn Avenue; Suite 300
Norristown, PA 19403
Attention: Sandy
Facsimile No. 484-682-0992
Email: settlements@searchandtitle.com

Notices may also be given by facsimile or email and shall be effective on the date transmitted if confirmed within one (1) business day thereafter by a signed original sent in the manner provided in the preceding sentence. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party in accordance with this Section, except that any such change of address notice shall not be effective unless and until received.

D. **Time of the Essence.** All times provided for herein are and shall be of the essence of this Agreement and any extension of any such time or times shall continue to be of the essence of this Agreement.

E. **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Agreement is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

F. **Captions.** The section captions contained herein are not a part of this Agreement. They are included solely for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

G. **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located without giving effect to the principles of conflict of laws.

H. **Business Day.** If any deadline or date on which any Closing or notice is to be provided is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next following business day.

I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement. For purposes of this Agreement, a telecopy or an emailed copy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

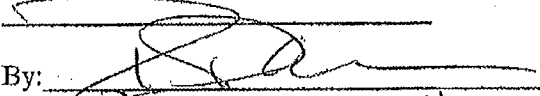
J. **Waiver of Jury Trial.** SELLER AND PURCHASER, TO THE EXTENT THEY MAY LEGALLY DO SO, HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW

EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT THEY MAY LEGALLY DO SO, SELLER AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed the day and year first above written.

SELLER:
WALKER FAMILY PROPERTIES, LLP

By: 
Name: Rockman D. Cox
Title: GENERAL PARTNER

PURCHASER:
417 E. LANCASTER, LLC


By: 
Name: Evelyn Brand
Title: member

EXHIBIT "A"
DESCRIPTION OF LAND

Exhibit "A"

PARCEL A

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described as follows, to wit:

BEGINNING in the middle line of Lancaster Ave. in the line of land now or late of the Estate of Edw. De V. Morrell, 271.216' measured along the middle line of said Lancaster Ave. on a course N 79° 13' 45" W, from its intersection with the middle line of St. Davis Rd; thence along the middle line of said Lancaster Ave. partly by land now or late of said Morrell, partly by land now or late of George R. Stocker and partly by land now or late of C.M. Elrich (Elreih) a 79° 13' 45" W, 120'; thence partly by other land of Morrell lying within the limits of the Northerly half of said E. Lancaster Ave. and partly by land now or late of Sarah G. Lofland, N 7° 24' E, 286.73'; thence by last hereinafter described lot S 82° 36' E, 119.79; thence by the next hereinafter described lot S 7° 24' W, 293.786' to the place of BEGINNING.

FOLIO NO. 36-02-01219-00

BEING the same premises which Estate of Lois T. Longenecker, by Deed dated 09-22-08 and recorded 09-23-08 in the Office of the Recorder of Deeds in and for the County of Delaware in Record Book 4434 Page 847, granted and conveyed unto Rebecca Davidson.

PARCEL B

ALL THOSE CERTAIN lots or pieces of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described as follows, to wit:

ONE THEREOF BEGINNING at the center line of Lancaster Avenue at 251.216' N 79° 13' 45" W, 20'; thence N 7° 24' E, 293.786'; thence by ground next hereinafter described S 82° 36' E, 19.986'; thence by land now or late of the Estate of Edw. De V. Morrell S 7° 24' W, 294.982' to the place of BEGINNING.

AND THE OTHER THEREOF BEGINNING in the Southern line of land of the Pennsylvania Railroad Company 220.795' Westwardly from the Westwardly line of St. Davids Road and land of Morrell S 7° 24' W, 100' to the NE corner of the above lot; thence by same N 82° 36' W, 139.755' to land now or late of Sarah G. Lofland; thence by Lofland's land N 7° 24' E, 100' to the aforesaid Southern line of land of the Pennsylvania Railroad Company; thence along said Railroad Company's land S 82° 36' E, 139.755' to the place of BEGINNING.

FOLIO NO. 36-02-01219-01

BEING the same premises which The Estate of J. Gordon Longenecker, by Deed dated 06-10-10 and recorded 06-10-10 in the Office of the Recorder of Deeds in and for the County of Delaware in Record Book 4753 Page 238, granted and conveyed unto Rebecca Davidson.

EXHIBIT "B"
CONTRACTS

None

EXHIBIT "C"

LEASES

Note: Leases redacted from this copy

Memorandum

To: Radnor Township Board of Commissioners
From: Stephen F. Norcini, PE
CC: Robert A. Zienkowski, Township Manager
Date: 2/22/2017
Re: **Presentation of the Township Wide Flood Assessment by Daniel Wible, PE, of CH2M**

CH2M was awarded the above referenced study in 2016. Please find attached the Power Point presentation that Dan Wible will be presenting at the regularly scheduled Board of Commissioners meeting on February 27, 2017.

Enclosure: CH2M PP

Radnor Township Wide Assessment – Final Results

February 27, 2017



Summary of Potential Flood Mitigation Projects

Priority Problem Area	Watershed	# of Potential Projects Recommended for Modeling	# of Public Projects (Township, School District, PADOT)	# of Private Projects	# of Basin-Scale Projects	# of Green Street Projects (some contain multiple streets)	# of Conveyance or Stream Channel Projects
A	Ithan	4	3	1	3	0	1
B	Ithan	6	5	1	2	3	1
I	Gulph	7	6	1	5	2	0
J/K	Darby	4	3	1	4	0	0
T	Meadowbrook	6	4	2	2	4	0
U	Meadowbrook	5	0	5	5	0	0
Total	---	32	21	11	21	9	2

Rainfall Design Event for Analysis

- Focused on 10-year, 1-hour event
- Total rainfall depth = 2.03"
- Majority of conceptual solutions designed to capture 2" from impervious area
 - Wanted to account for full benefit of solutions

Limitations of Potential Flood Mitigation Projects

- The potential flood mitigation projects identified and modeled for this effort **will help to reduce flooding by varying extents in various locations** in each priority problem area
- These project are **conceptual in nature** and are likely to change upon more detailed analysis / investigation
- These projects **won't eliminate all flooding in priority problem areas**
- Going forward, it is still important that **new projects be considered** and that implementation on **private properties** (residential and commercial) be encouraged and even facilitated
- In addition, the Township must continue to **operate, maintain, and repair** its existing stormwater management and/or conveyance facilities

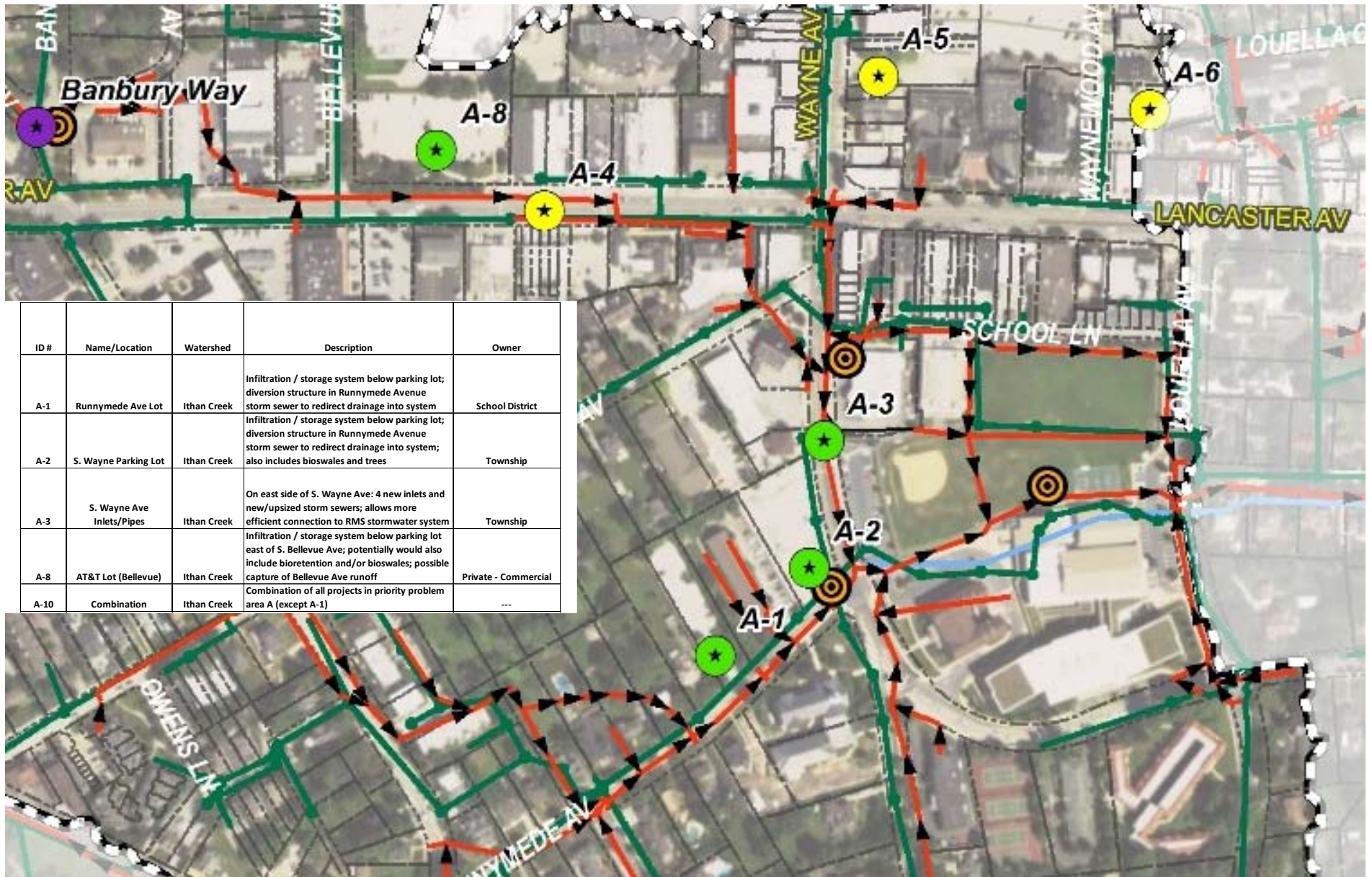
Prioritization Criteria Scoring and Weighting Approach

Criteria	Scoring Approach	Description	Assigned Weight
Flood Extent Reduction/Cost (SF/\$M)	0-10 (Low to High)	Based on modeled reduction in flooded area divided by estimated cost; ranked either by individual priority problem area or by all priority problem areas combined	90%
Flood Depth Reduction/Cost (IN/\$M)	0-10 (Low to High, by either individual priority problem area or overall)	Based on modeled reduction in flooded depth divided by estimated cost; ranked either by individual priority problem area or by all priority problem areas combined	100%
Storage Volume/Cost (CF/\$M)	0-10 (Low to High, by either individual priority problem area or overall)	Based on assumed storage volume divided by estimated cost; ranked either by individual priority problem area or by all priority problem areas combined	40%
Ownership	0-10 (Low to High)	See ownership scoring table; preference is given to publicly owned sites	80%
Water Quality	High=10, Med=5, Low=0	Based on assumed pollution reduction capacity by project type (aligns with new MS4 permit requirements); For example, a bioretention facility would score higher than a new pipe project	70%
Cost Sharing and/or Partnership Opportunities	High=10, Med=5, Low=0	Projects scored higher if there is an apparent opportunity to share costs with an entity other than Radnor Township (PennDOT, commercial site owners, etc.)	20%
O&M Needs	Low=10, Med=5, High=0	Based on assumed O&M requirements, frequencies, and costs	40%
Public Amenity	High=10, Med=5, Neutral=0, Low=-5	Includes recreational value, aesthetics, enhancing community assets; For example, pipe upsizing would be scored lower than vegetated curb extensions	70%
Public Safety	High=10, Med=5, Low=0	Projects scored higher if they improve public safety conditions; For example, green street projects often have traffic calming and pedestrian safety benefits	20%
Constructability	Most Difficult=0, Med Difficult=5, Least Difficult=10	Potential impacts on local businesses, traffic, pedestrians, utilities, etc.; For example, a project in a park would score likely higher than a project along Rt 30	50%

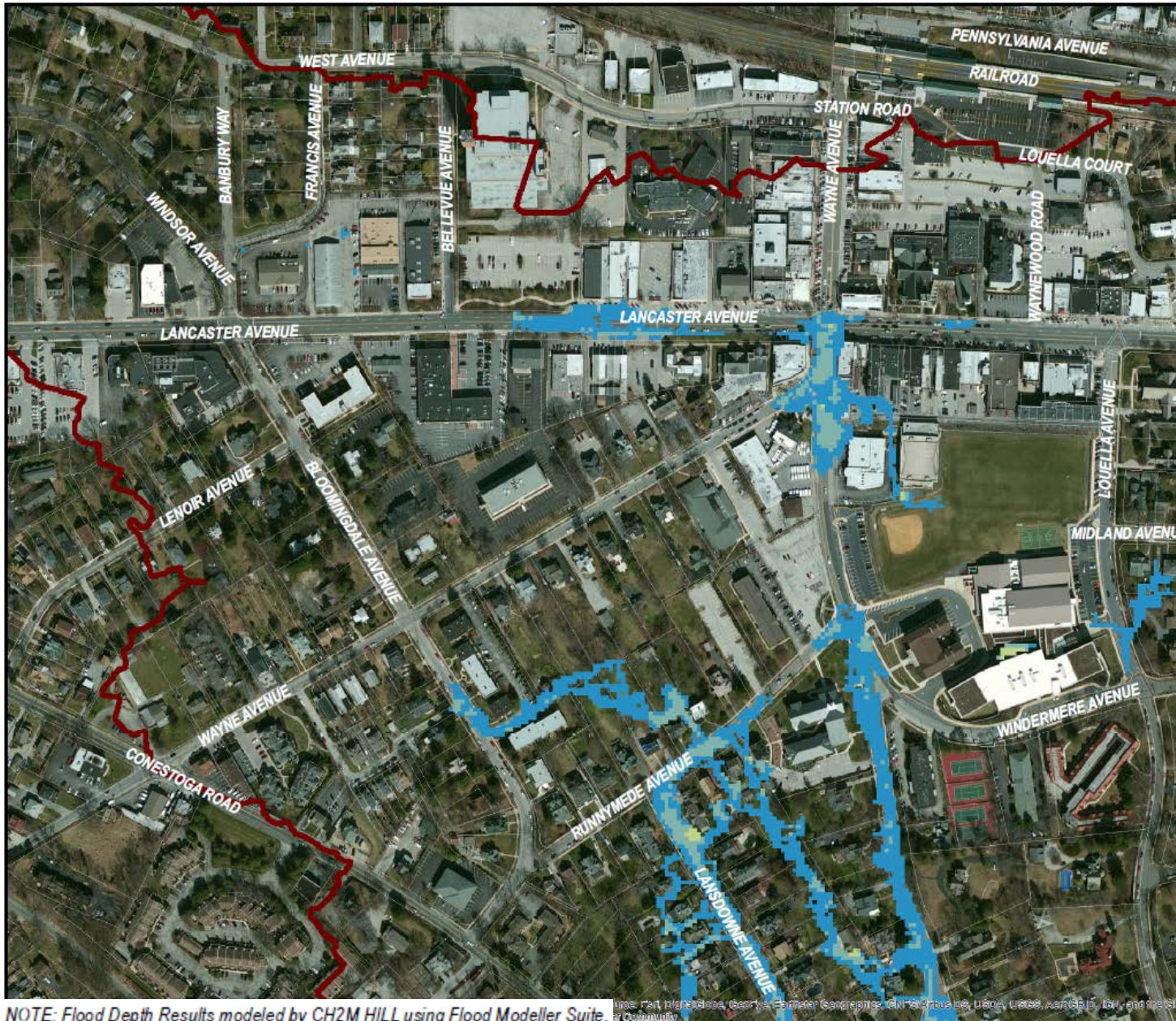
Ownership Scoring Approach

Owner	Score
Township	10
School District	8
PADOT	7
Amtrak	7
SEPTA	7
Private - Commercial	6
Private - Educational	6
Private - Religious	5
Private - Residential	4
Tredyffrin Township	2

Potential Flood Mitigation Projects – Area A



Ithan Creek Area A: Existing Baseline Maximum Flood Depth Results: 10-yr, 1-hr event



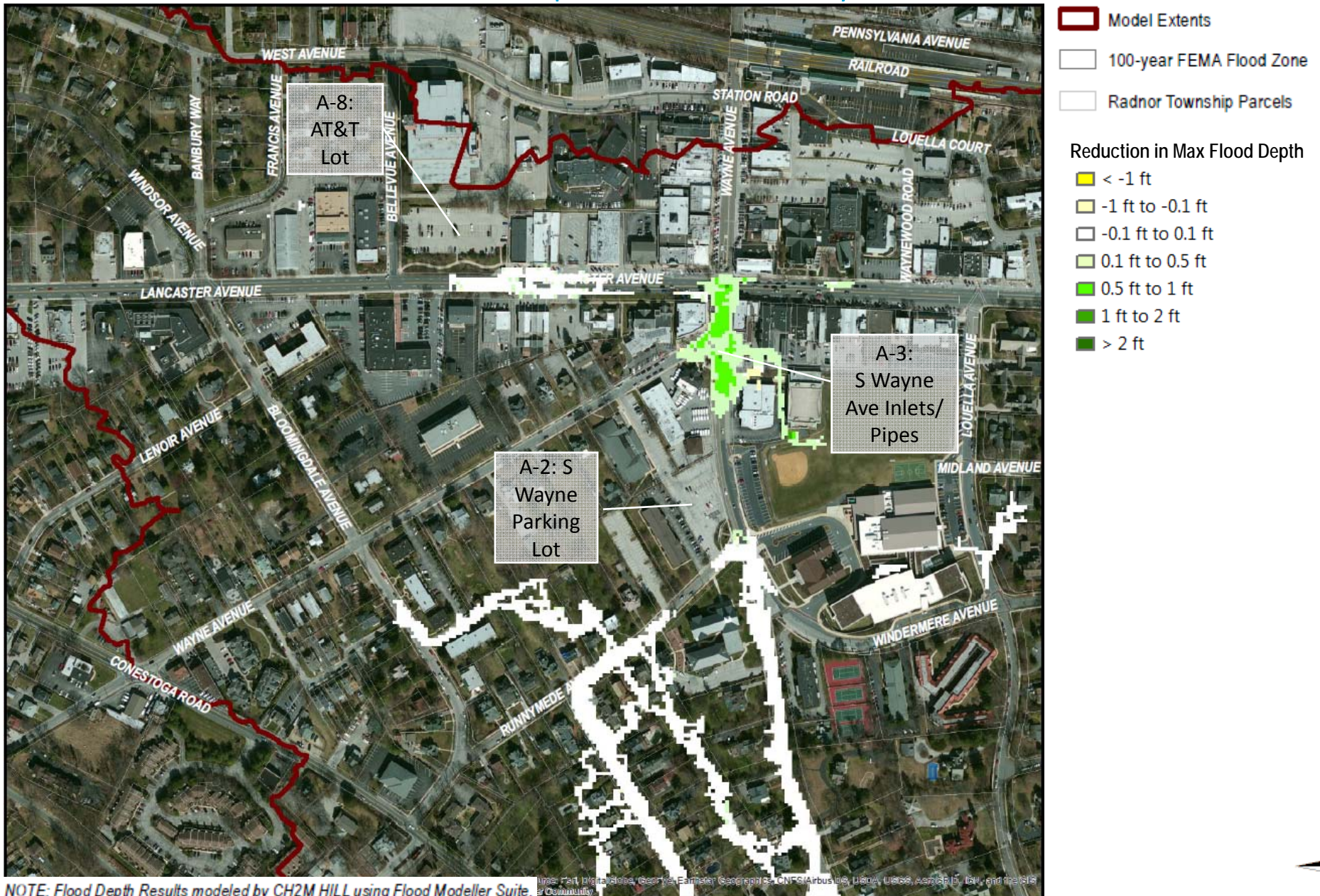
- Model Extents
 - 100-year FEMA Flood Zone
 - Radnor Township Parcels
- Maximum Flood Depths (feet)**
- 1" - 6"
 - 6" - 12"
 - 1' - 2'
 - 2' - 3'
 - 3' - 4'
 - 5' - 10'
 - > 10'

NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite. Units: Feet, Highwater, Georgia, Engineer, Geographic, Centigrade, Celsius, USGS, August 15, 1611, and the SIR of Community.



Ithan Creek Area A: A-10 Combination

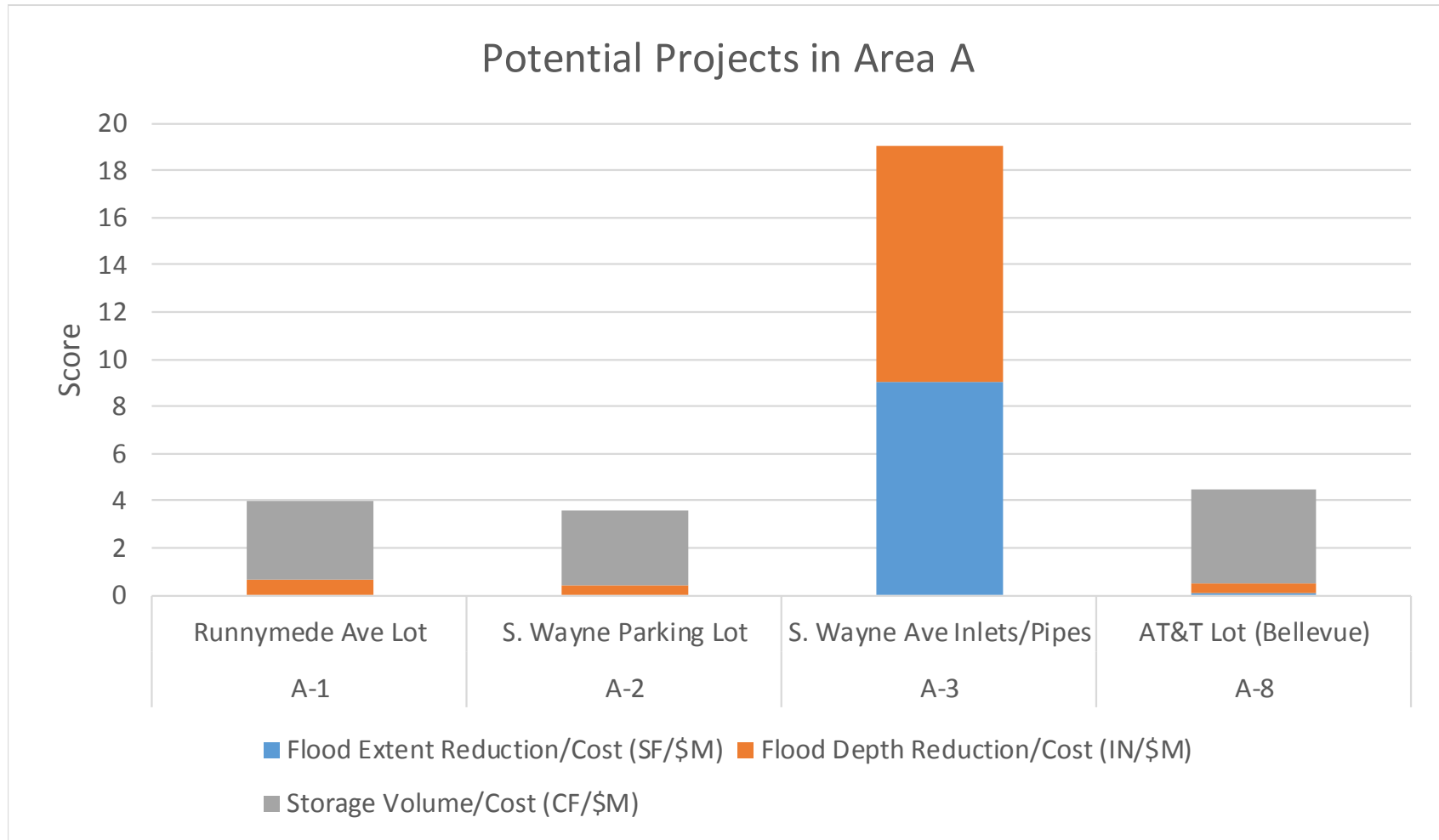
Reduction in Max Flood Depth Results: 10-yr, 1-hr event



NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite. Map Part Data: Google, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



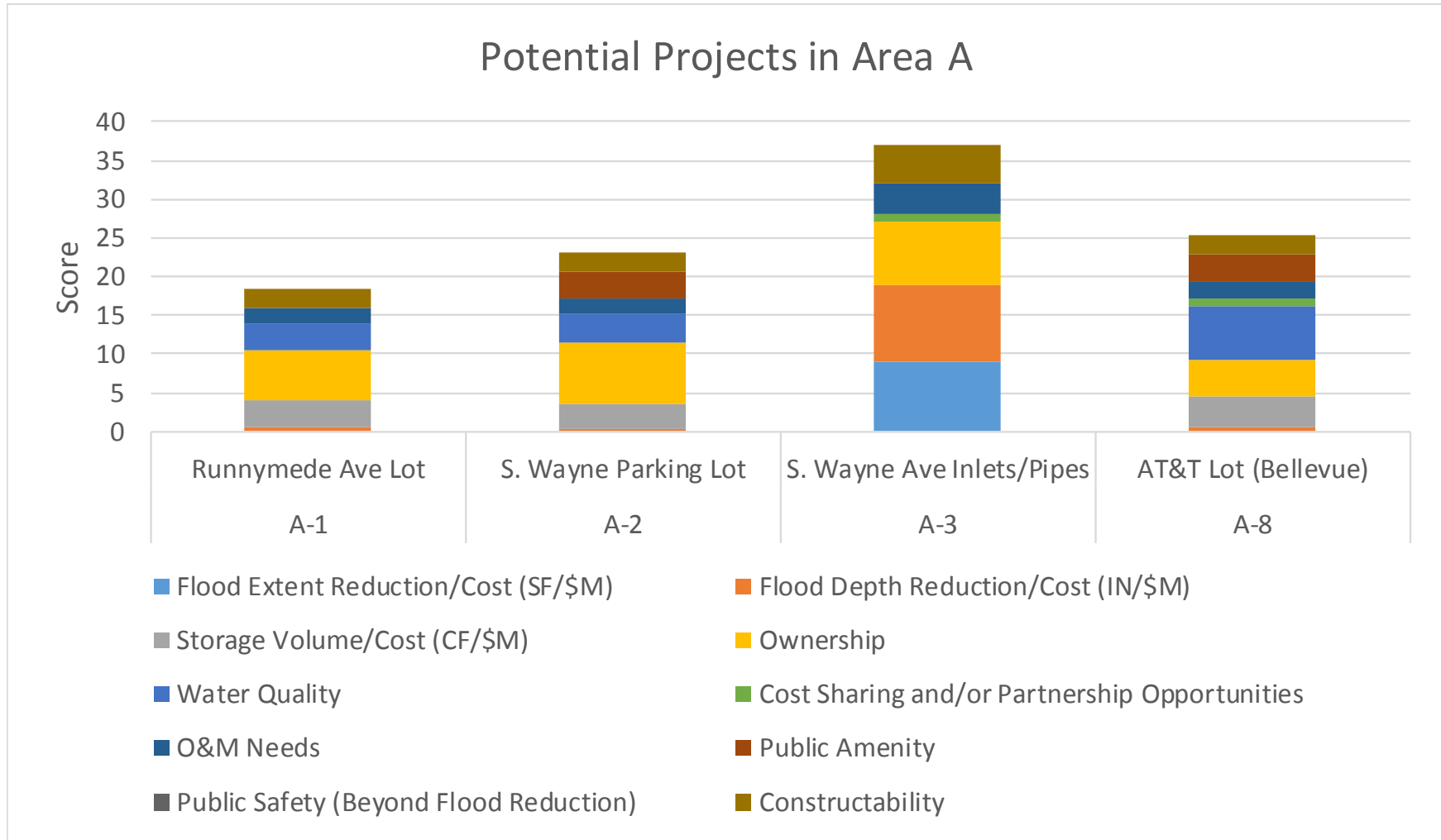
Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



11

A-1 and A-2 could be made more effective by extending the new storm sewer further up Runnymede and beyond

Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)

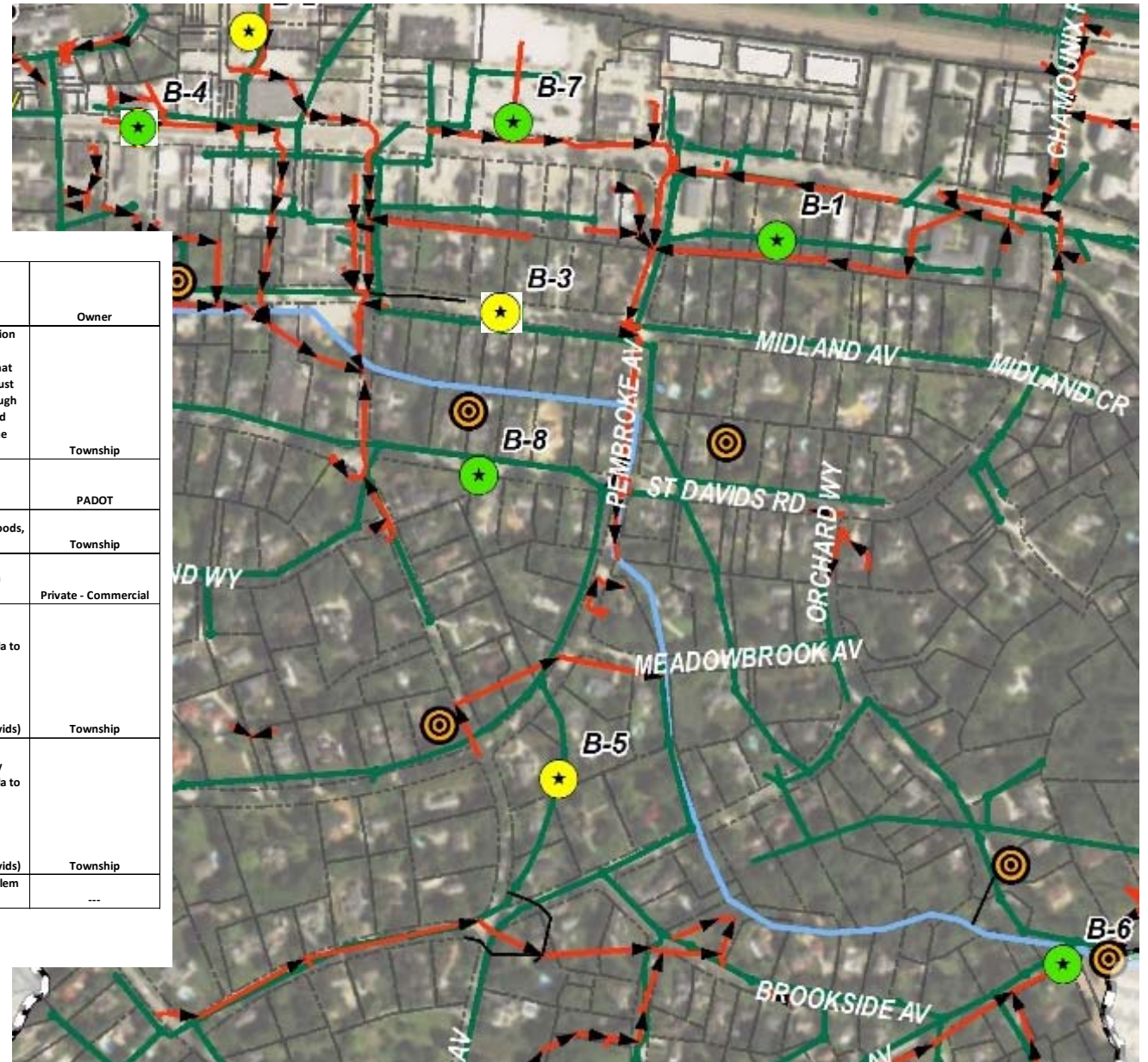


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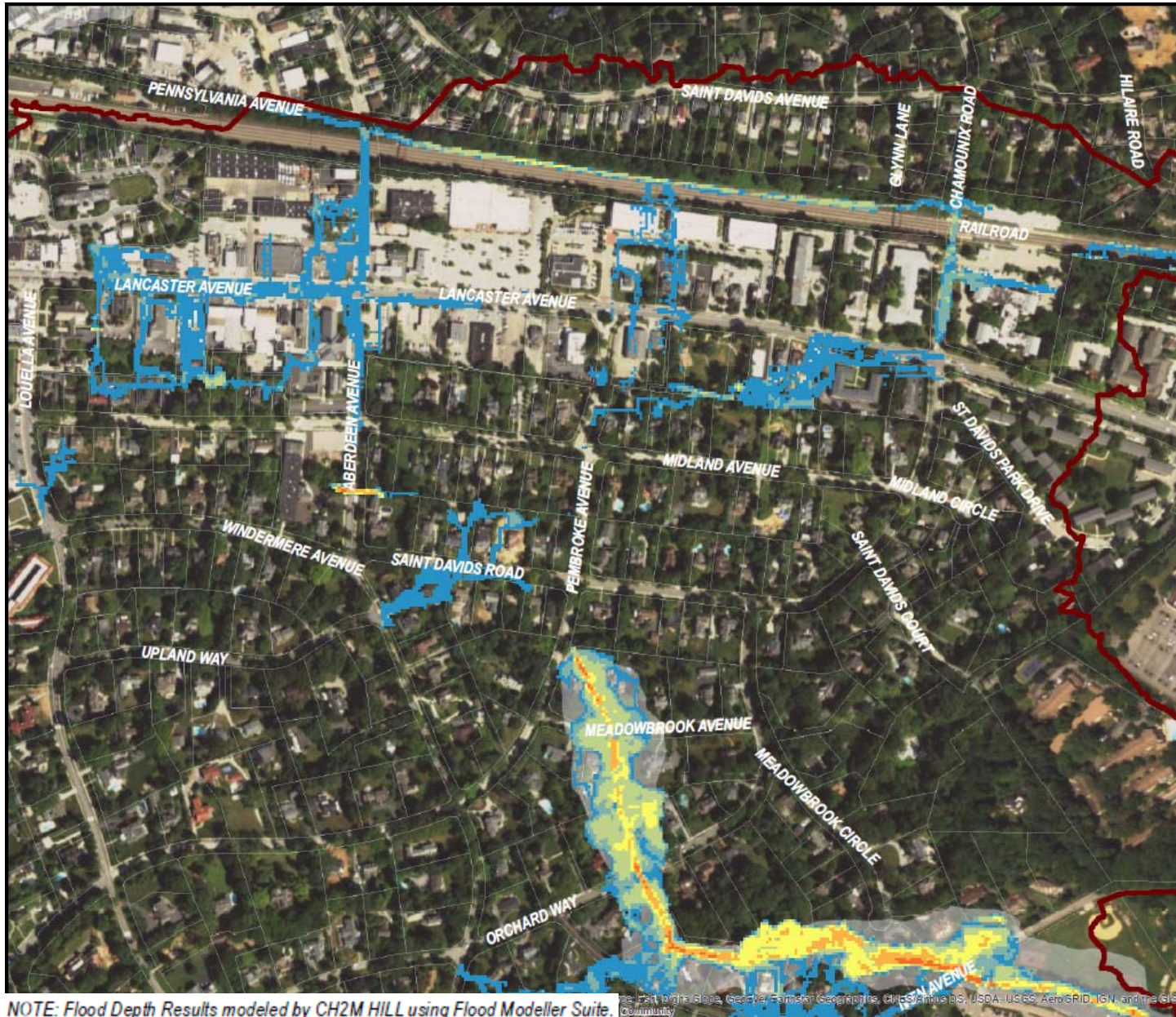
A-1 and A-2 could be made more effective by extending the new storm sewer further up Runnymede and beyond

Potential Flood Mitigation Projects – Area B

ID #	Name/Location	Watershed	Description	Owner
B-1	Veterans Park	Ithan Creek	Infiltration / storage system with bioretention in park; would also capture runoff from Lancaster Ave and from the storm sewer that runs through the south end of the park; must work around sanitary sewer that runs through park; potential solutions must be integrated with park master plan developed by Simone Collins	Township
B-4	Lancaster Ave Green Street (Louella to Aberdeen)	Ithan Creek	Green street project from (Louella Ave to Aberdeen Ave)	PADOT
B-6	Iven Ave Culverts	Ithan Creek	Enlarge existing culverts; when Iven Ave floods, emergency responders are impacted	Township
B-7	Wayne Square Lot	Ithan Creek	Infiltration / storage below parking lot; potentially would also include bioretention and/or bioswales	Private - Commercial
B-8-a	Various Green Streets (50% ROW)	Ithan Creek	Green street projects (50% of right-of-way impervious captured): Midland Ave (Louella to St. Davids), St. Davids Road (Aberdeen to Midland), Pembroke Ave (Aberdeen to Midland), Windermere Ave (Louella to Aberdeen), Aberdeen Ave (Lancaster to St. Davids), Orchard Way (Aberdeen to St. Davids)	Township
B-8-b	Various Green Streets (100% ROW)	Ithan Creek	Green street projects (100% of right-of-way impervious captured): Midland Ave (Louella to St. Davids), St. Davids Road (Aberdeen to Midland), Pembroke Ave (Aberdeen to Midland), Windermere Ave (Louella to Aberdeen), Aberdeen Ave (Lancaster to St. Davids), Orchard Way (Aberdeen to St. Davids)	Township
B-9	Combination	Ithan Creek	Combination of all projects in priority problem area B (except B-8-a)	---



Ithan Creek Area B: Existing Baseline Maximum Flood Depth Results: 10-yr, 1-hr event



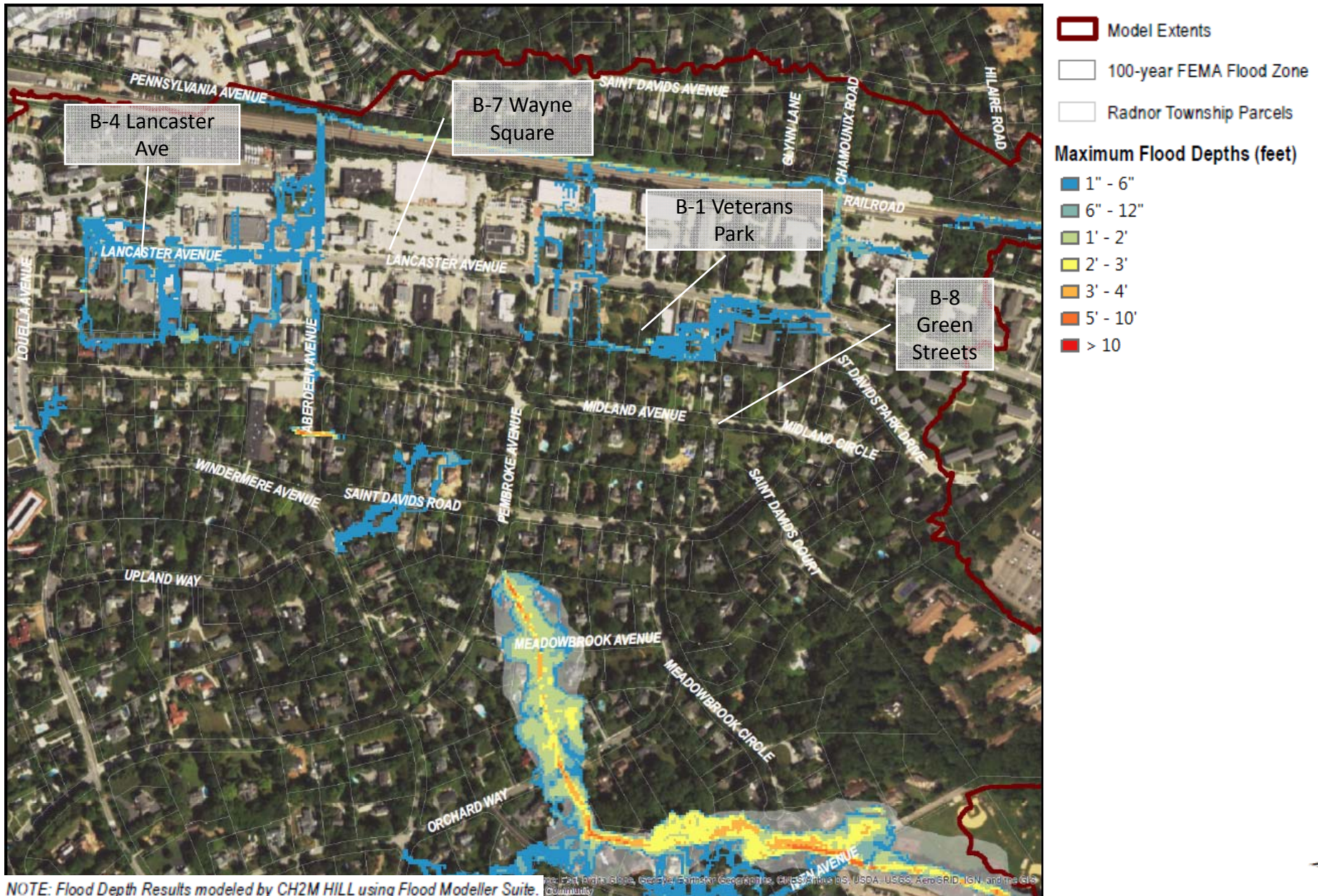
- Model Extents
 - 100-year FEMA Flood Zone
 - Radnor Township Parcels
- Maximum Flood Depths (feet)**
- 1" - 6"
 - 6" - 12"
 - 1' - 2'
 - 2' - 3'
 - 3' - 4'
 - 5' - 10'
 - > 10'

NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite. © 2011 Bentley Systems, Incorporated. Bentley, MicroStation, and MicroStation Community are registered trademarks of Bentley Systems, Incorporated. All other trademarks are the property of their respective owners. USGS, USGS, AerialGRID, IGN, and the GIS Community.



Ithan Creek Area B: B-9 Combination

Maximum Flood Depth Results: 10-yr, 1-hr event



NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite. Map Data by Esri, Google, Garmin, Geoport, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS Community



Ithan Creek Area B: B-9 Combination

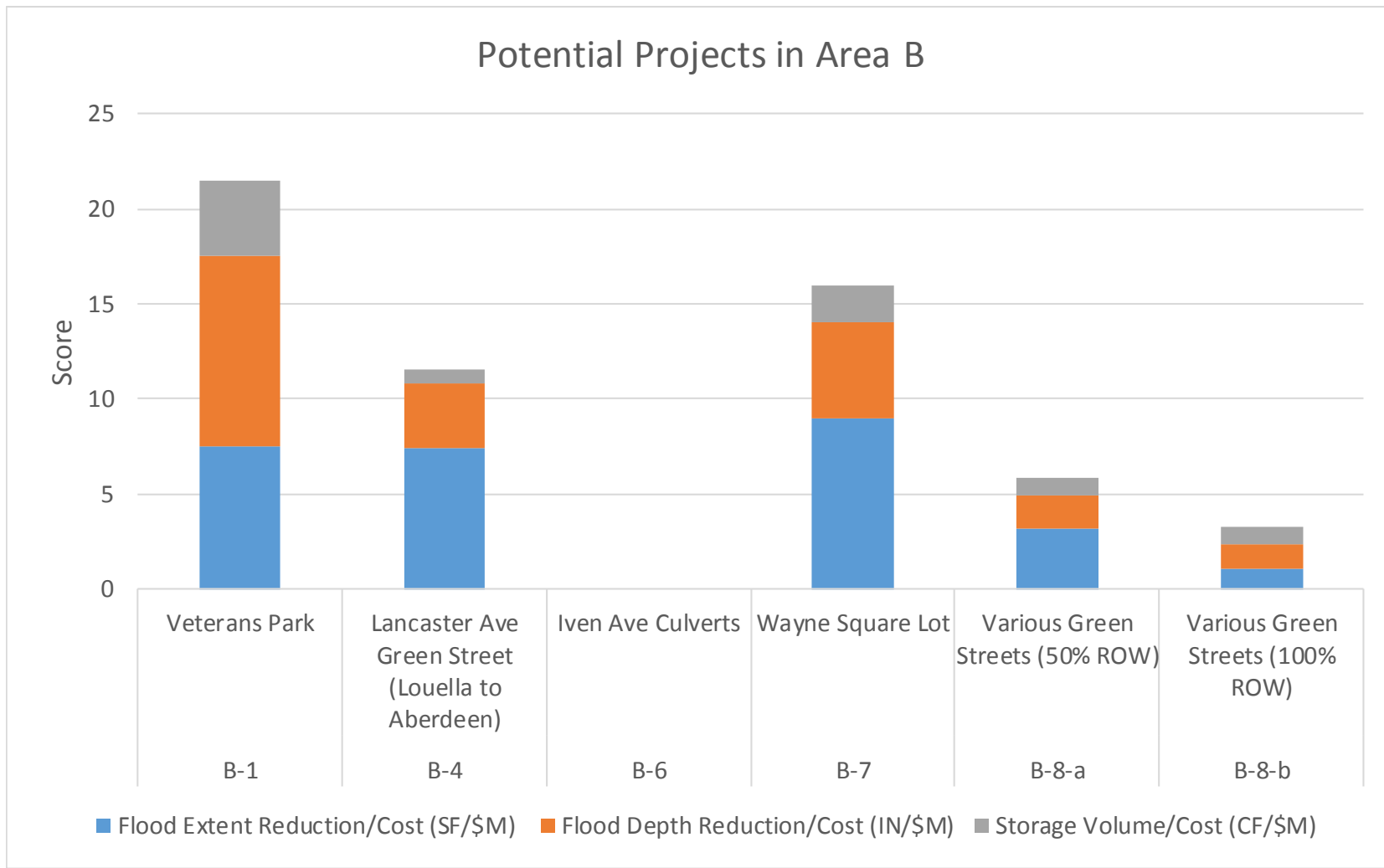
Reduction in Max Flood Depth Results: 10-yr, 1-hr event



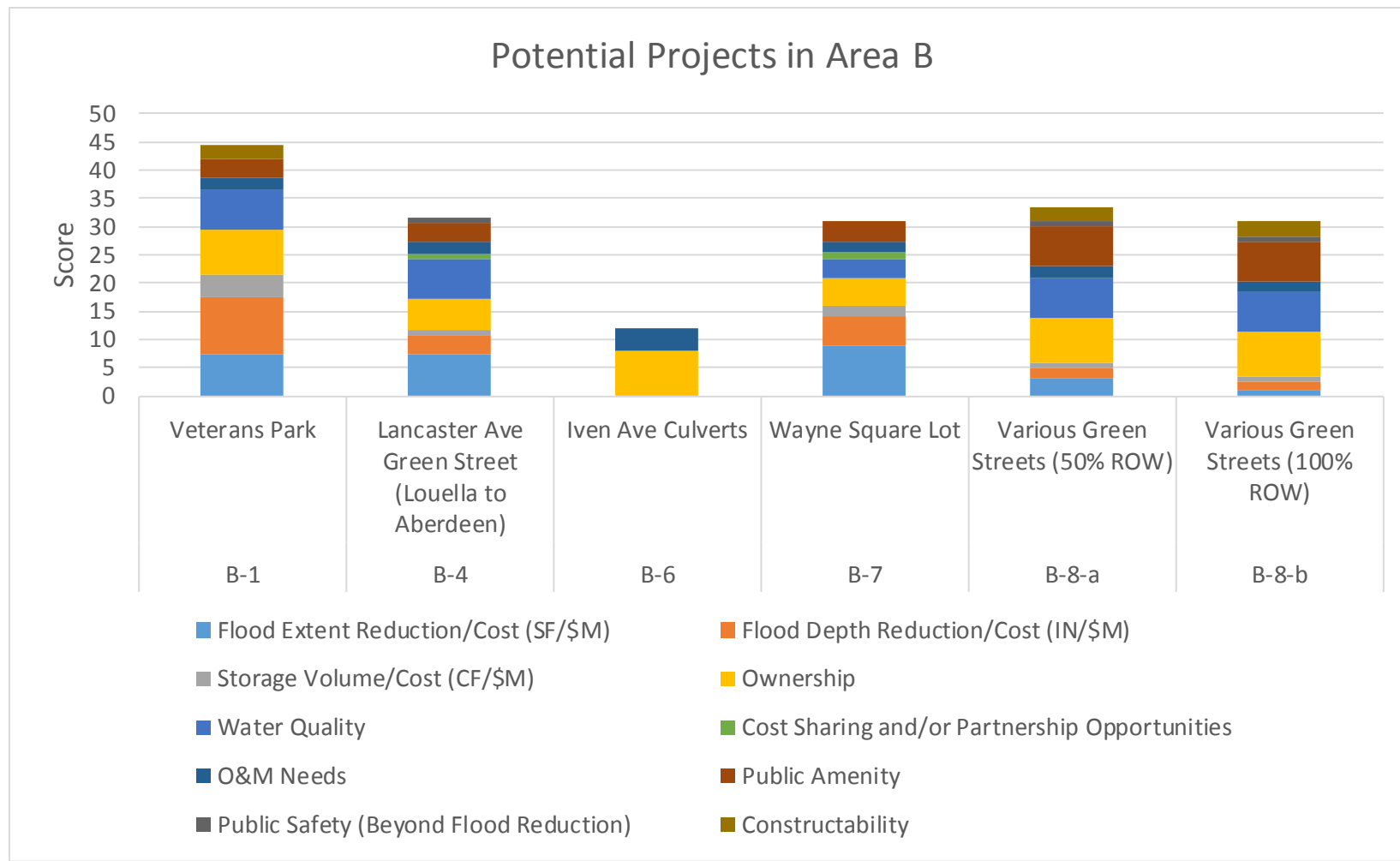
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite. Data sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Airphoto DS, USDA, USCIS, AeroGRID, IGN, and the GIS Community



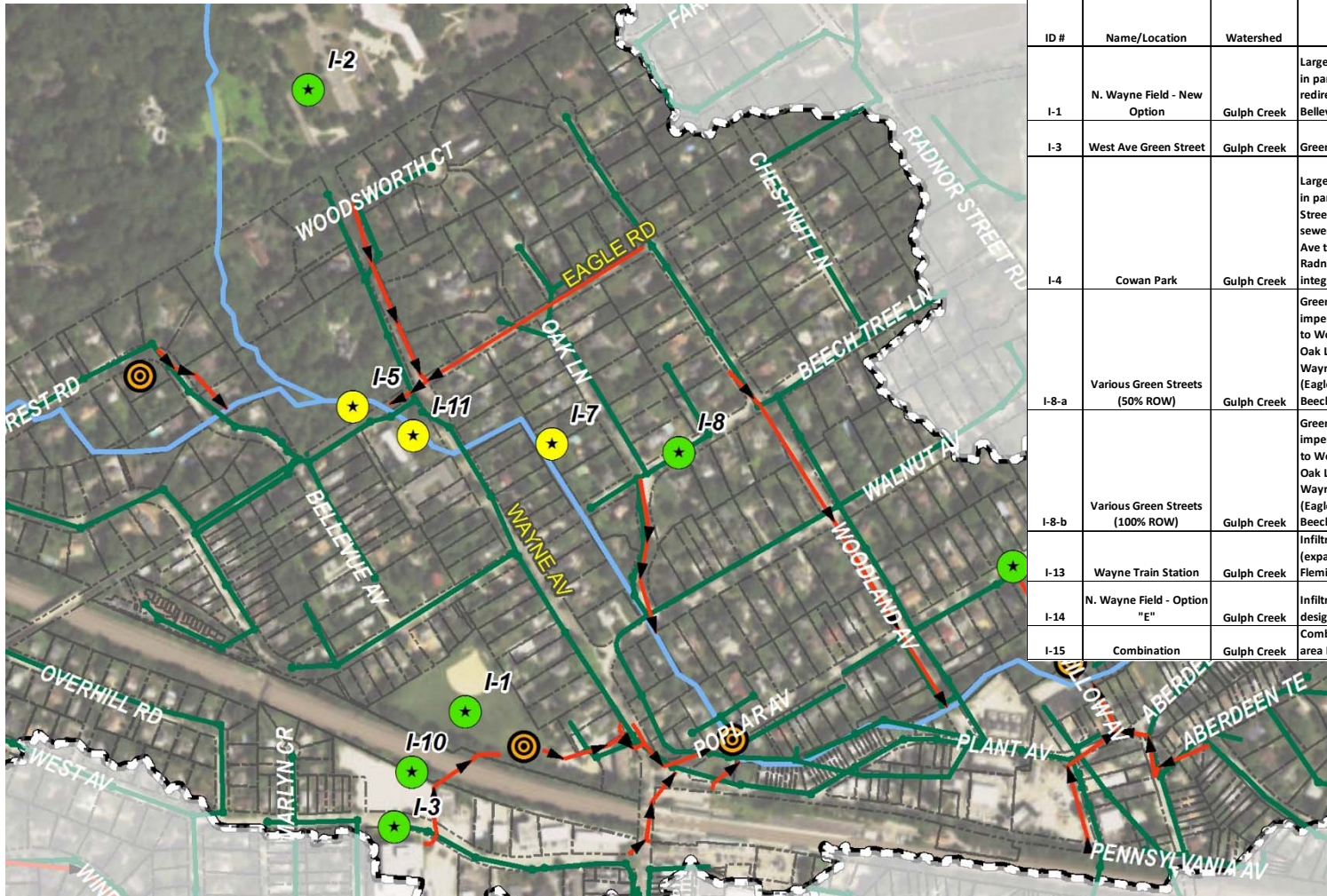
Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)



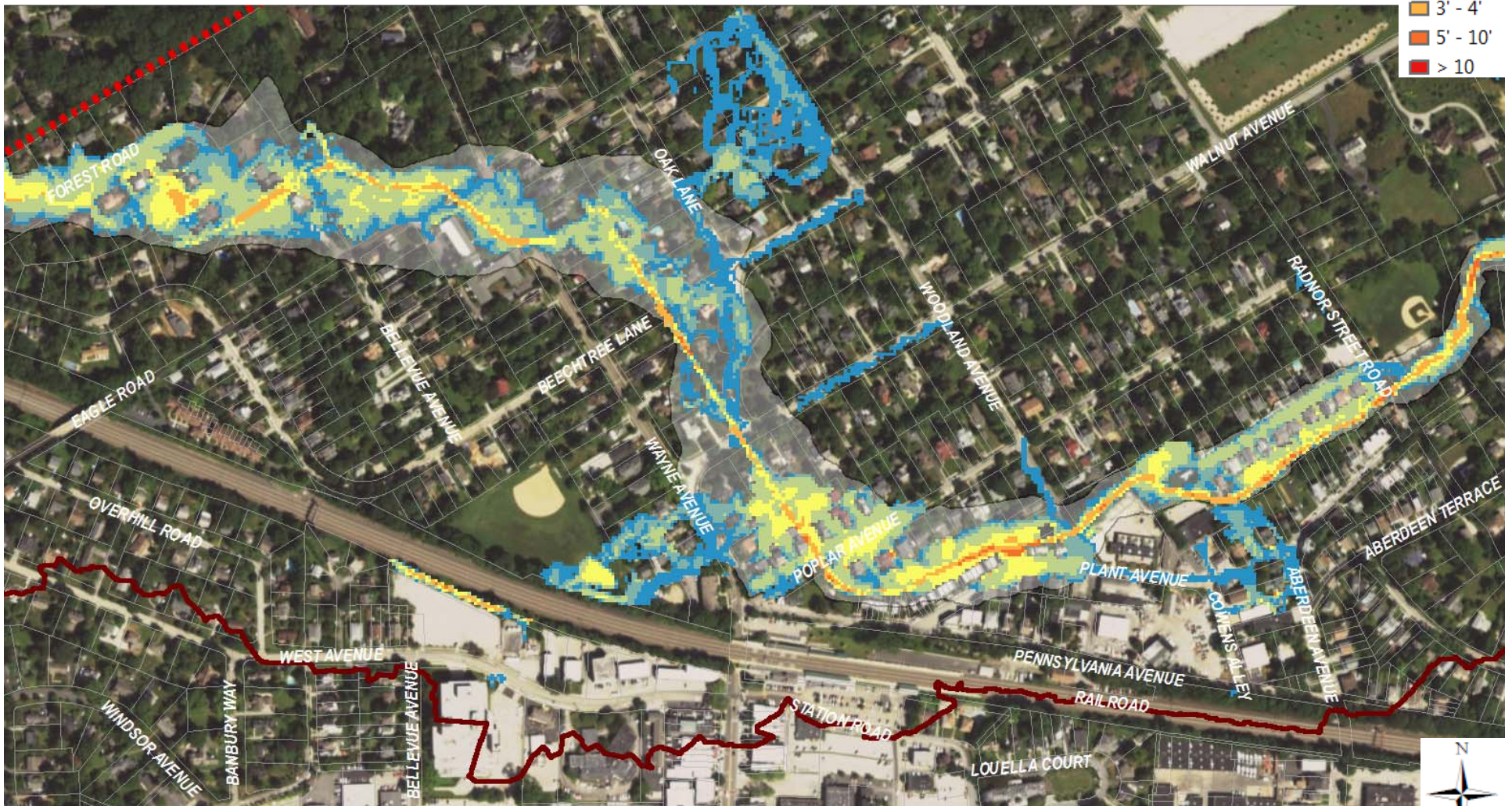
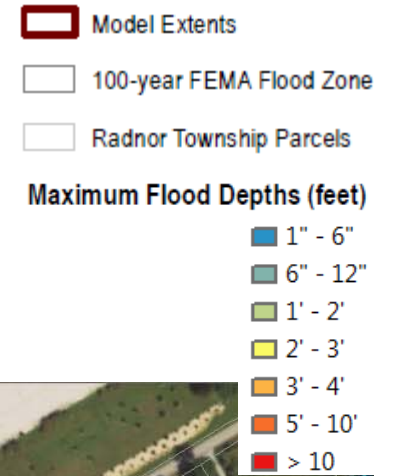
Potential Flood Mitigation Projects – Area I



ID #	Name/Location	Watershed	Description	Owner
I-1	N. Wayne Field - New Option	Gulph Creek	Large underground infiltration / storage system in park; includes large diameter storm sewer to redirect runoff into park (Eagle Road to Bellevue Ave to park)	School District
I-3	West Ave Green Street	Gulph Creek	Green street project (AT&T lot to Francis Ave)	Township
I-4	Cowan Park	Gulph Creek	Large underground infiltration / storage system in park; would also capture runoff from Radnor Street Road; includes large diameter storm sewer for conveying excessive runoff (Poplar Ave to Radnor Street Road and then down Radnor Street Road to Cowan Park); could be integrated with new sanitary sewer project	Township
I-8-a	Various Green Streets (50% ROW)	Gulph Creek	Green street projects (50% of right-of-way impervious captured): Walnut Ave (N. Wayne to Woodland), N. Wayne Ave (Eagle to Poplar), Oak Lane (Eagle to Walnut), Beechtree Lane (N. Wayne Ave to Chestnut Lane), Woodland Ave (Eagle to Poplar), Chestnut Lane (Eagle to Beechtree)	Township
I-8-b	Various Green Streets (100% ROW)	Gulph Creek	Green street projects (100% of right-of-way impervious captured): Walnut Ave (N. Wayne to Woodland), N. Wayne Ave (Eagle to Poplar), Oak Lane (Eagle to Walnut), Beechtree Lane (N. Wayne Ave to Chestnut Lane), Woodland Ave (Eagle to Poplar), Chestnut Lane (Eagle to Beechtree)	Township
I-13	Wayne Train Station	Gulph Creek	Infiltration / storage trench in parking lot (expanded from preliminary design by Gannett Fleming)	SEPTA
I-14	N. Wayne Field - Option "E"	Gulph Creek	Infiltration / storage basin in park (Option "E" designed by Chagrin Valley Engineers)	School District
I-15	Combination	Gulph Creek	Combination of all projects in priority problem area I (except I-8-a and I-14)	---

Gulph Creek Area I: Existing Baseline




Maximum Flood Depth Results: 10-yr, 1-hr event










NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

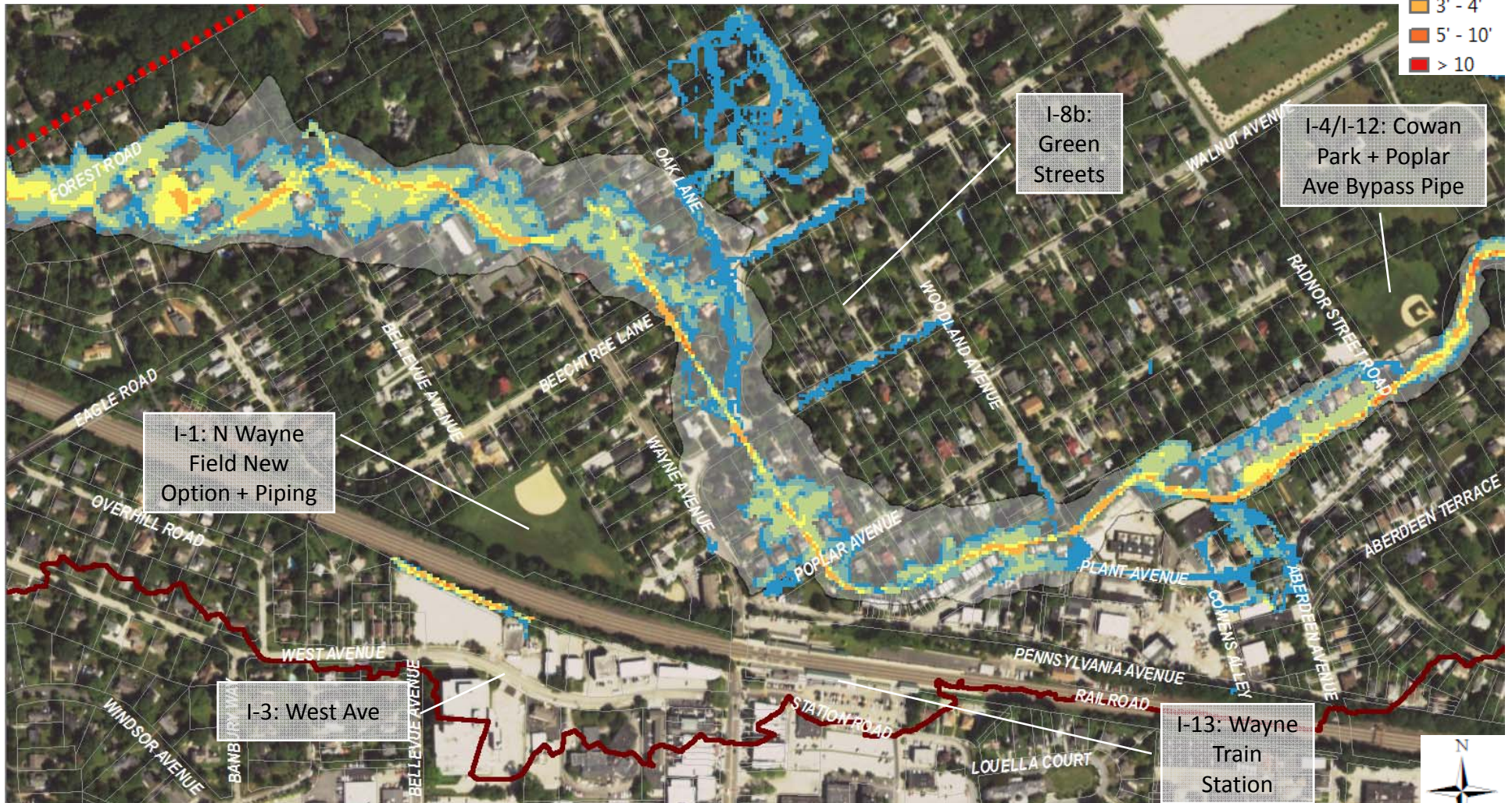
Gulph Creek Area I: I-15 Combination

Maximum Flood Depth Results: 10-yr, 1-hr event

-  Model Extents
-  100-year FEMA Flood Zone
-  Radnor Township Parcels

Maximum Flood Depths (feet)

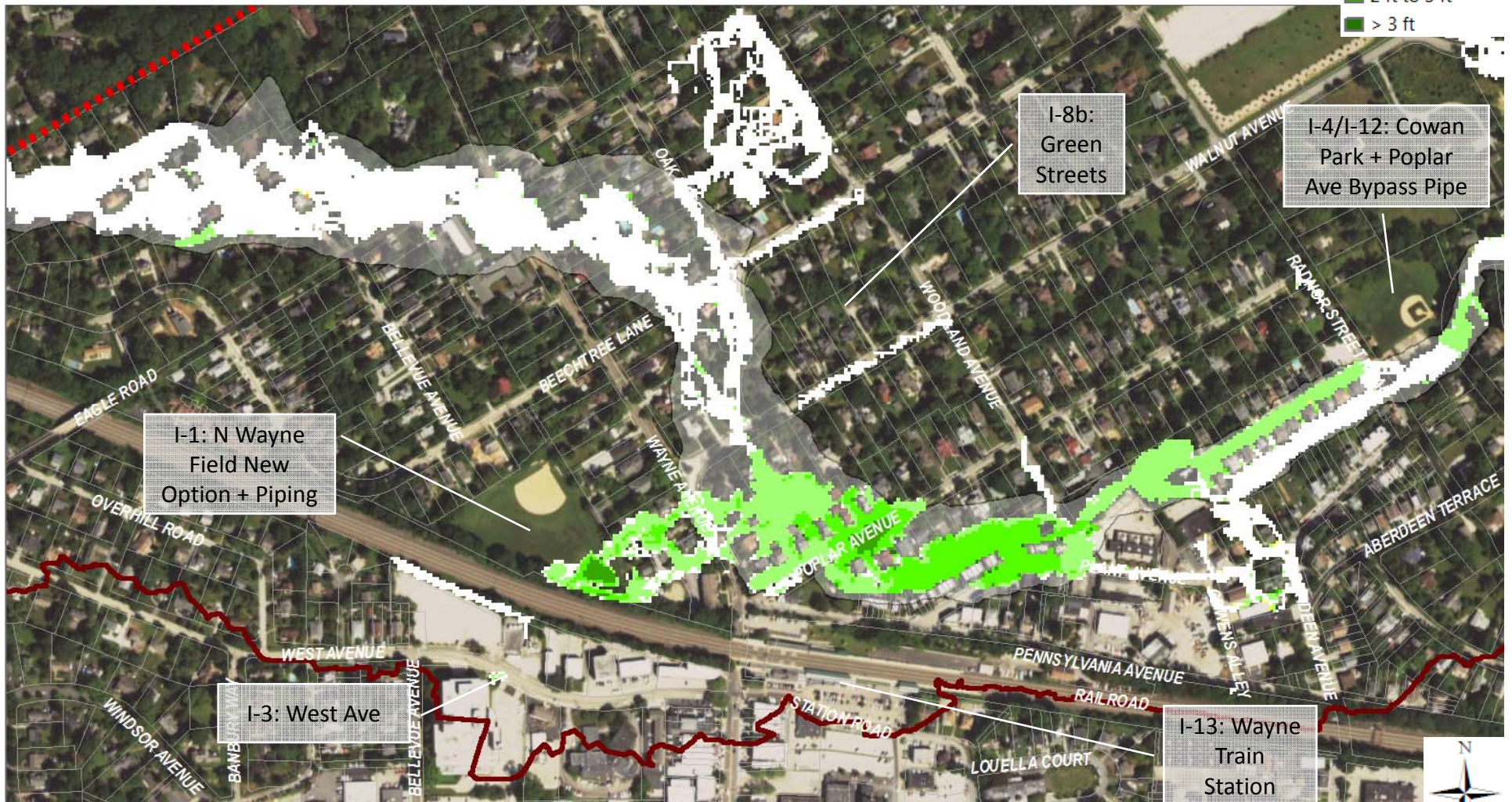
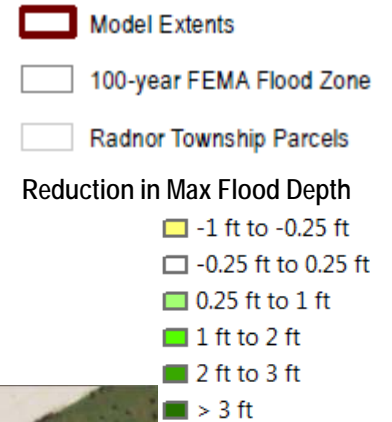
-  1" - 6"
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-  5' - 10'
-  > 10'



NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

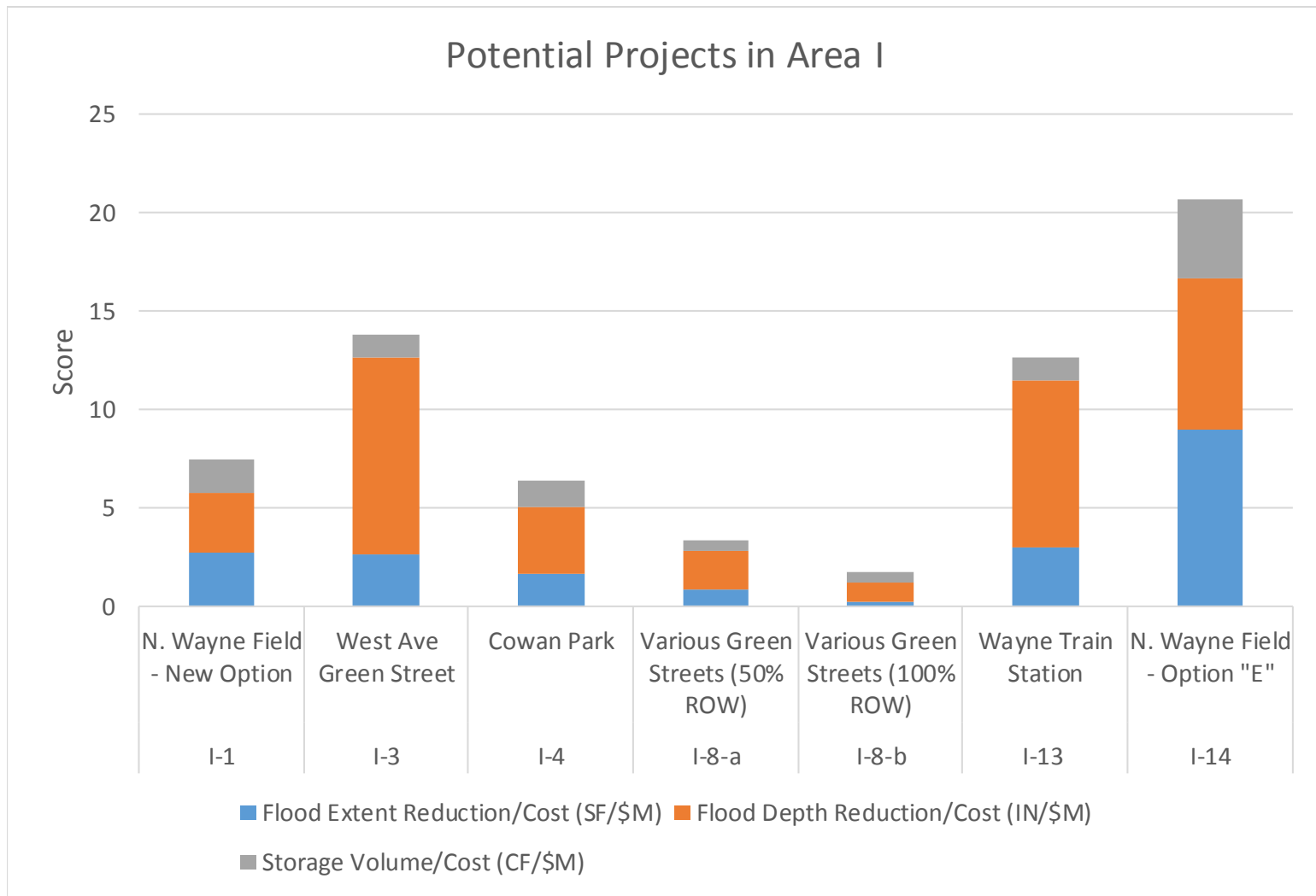
Gulph Creek Area I: I-15 Combination

Reduction in Max Flood Depth Results: 10-yr, 1-hr event

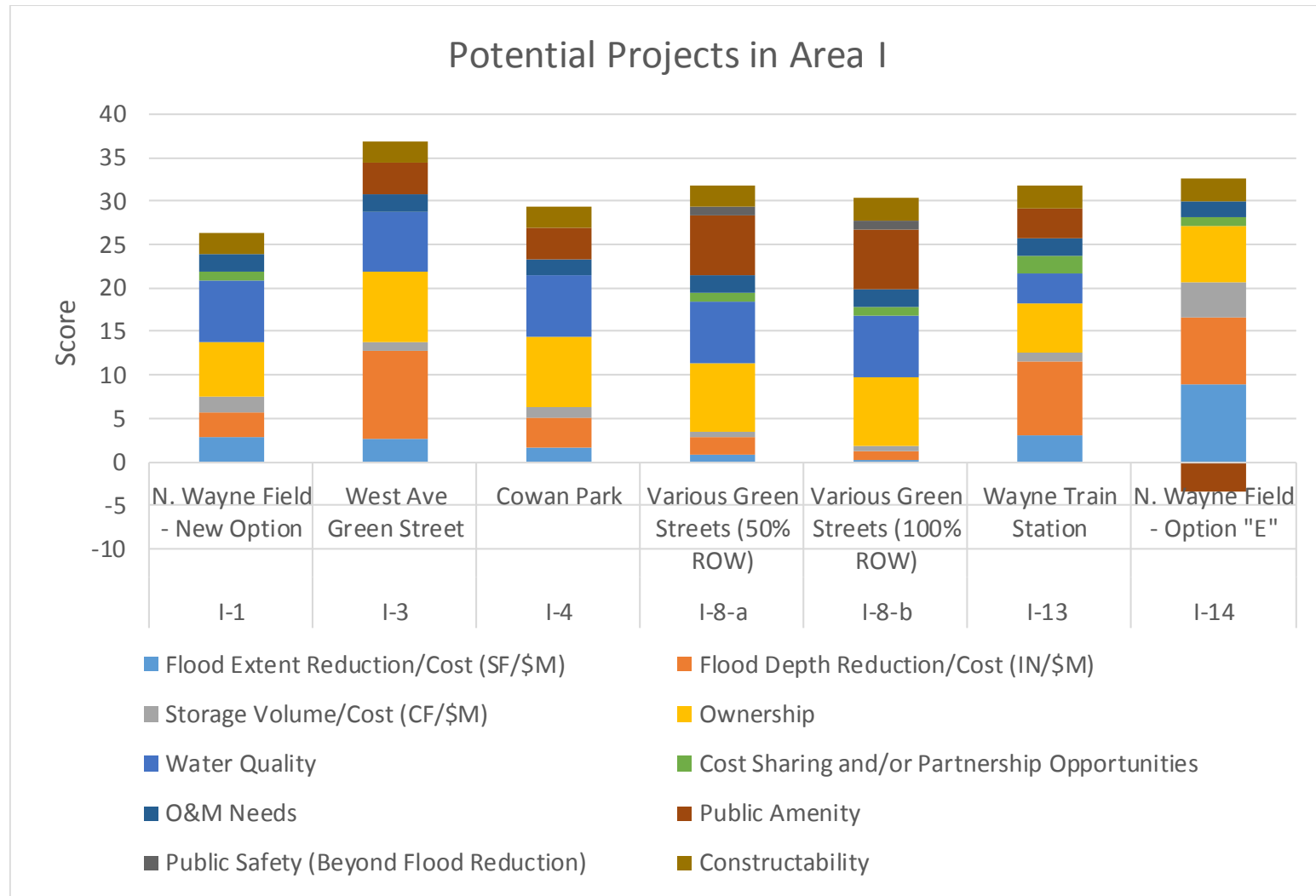


NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

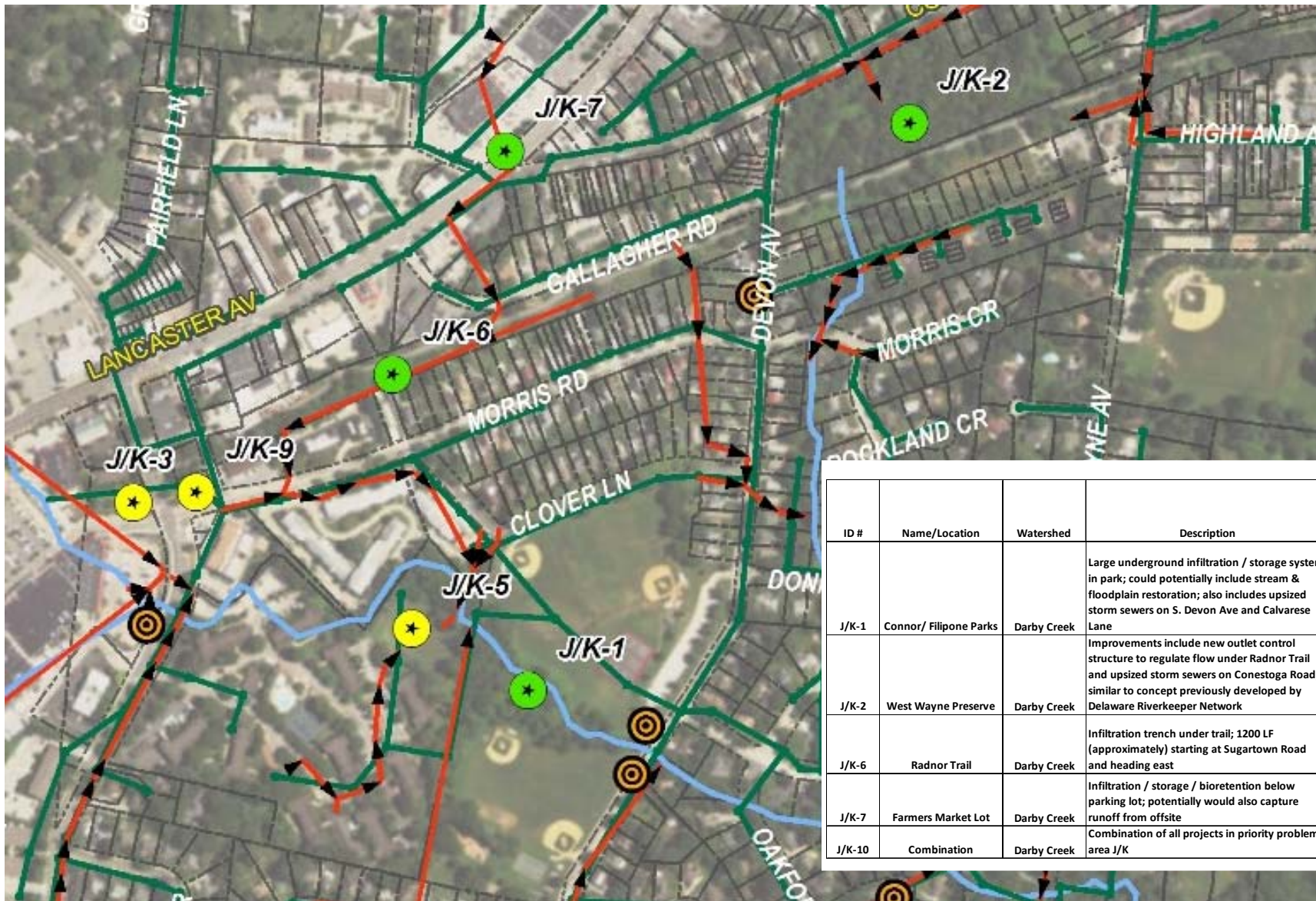
Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)







Potential Flood Mitigation Projects – Area J/K










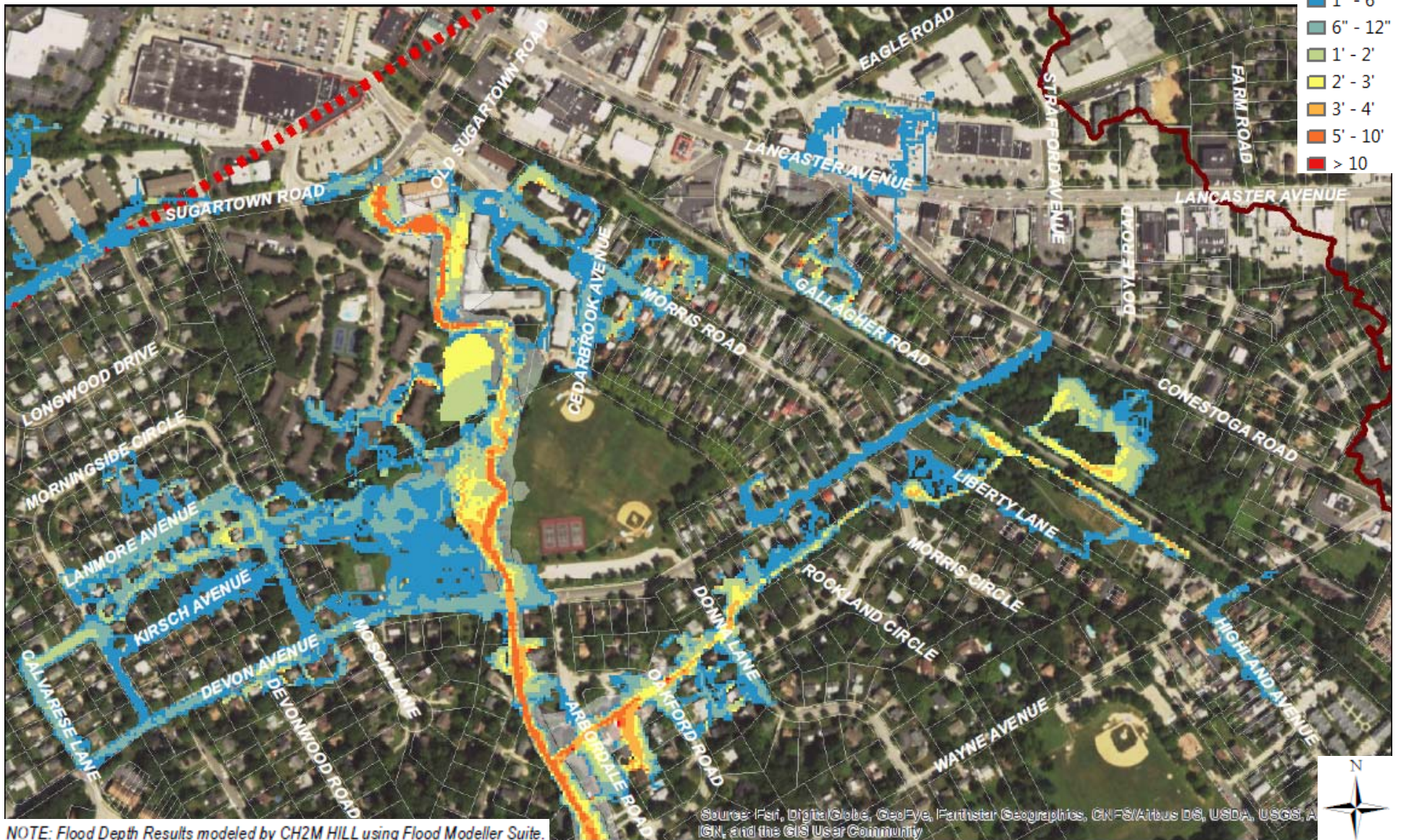
ID #	Name/Location	Watershed	Description	Owner
J/K-1	Connor/ Filipone Parks	Darby Creek	Large underground infiltration / storage system in park; could potentially include stream & floodplain restoration; also includes upsized storm sewers on S. Devon Ave and Calvarese Lane	Township
J/K-2	West Wayne Preserve	Darby Creek	Improvements include new outlet control structure to regulate flow under Radnor Trail and upsized storm sewers on Conestoga Road; similar to concept previously developed by Delaware Riverkeeper Network	Township
J/K-6	Radnor Trail	Darby Creek	Infiltration trench under trail; 1200 LF (approximately) starting at Sugartown Road and heading east	Township
J/K-7	Farmers Market Lot	Darby Creek	Infiltration / storage / bioretention below parking lot; potentially would also capture runoff from offsite	Private - Commercial
J/K-10	Combination	Darby Creek	Combination of all projects in priority problem area J/K	---

Darby Creek Area J/K: Existing Baseline

Maximum Flood Depth Results: 10-yr, 1-hr event

-  Model Extents
 -  100-year FEMA Flood Zone
 -  Radnor Township Parcels
 -  Radnor Township Boundary
- Maximum Flood Depths (feet)**

-  1" - 6"
-  6" - 12"
-  1' - 2'
-  2' - 3'
-  3' - 4'
-  5' - 10'
-  > 10'







NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AIGIS, and the GIS User Community



Darby Creek Area J/K: JK-10 Combination

Maximum Flood Depth Results: 10-yr, 1-hr event

-  Model Extents
 -  100-year FEMA Flood Zone
 -  Radnor Township Parcels
 -  Radnor Township Boundary
- Maximum Flood Depths (feet)**

-  1" - 6"
-  6" - 12"
-  1' - 2'
-  2' - 3'
-  3' - 4'
-  5' - 10'
-  > 10'







NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.








Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

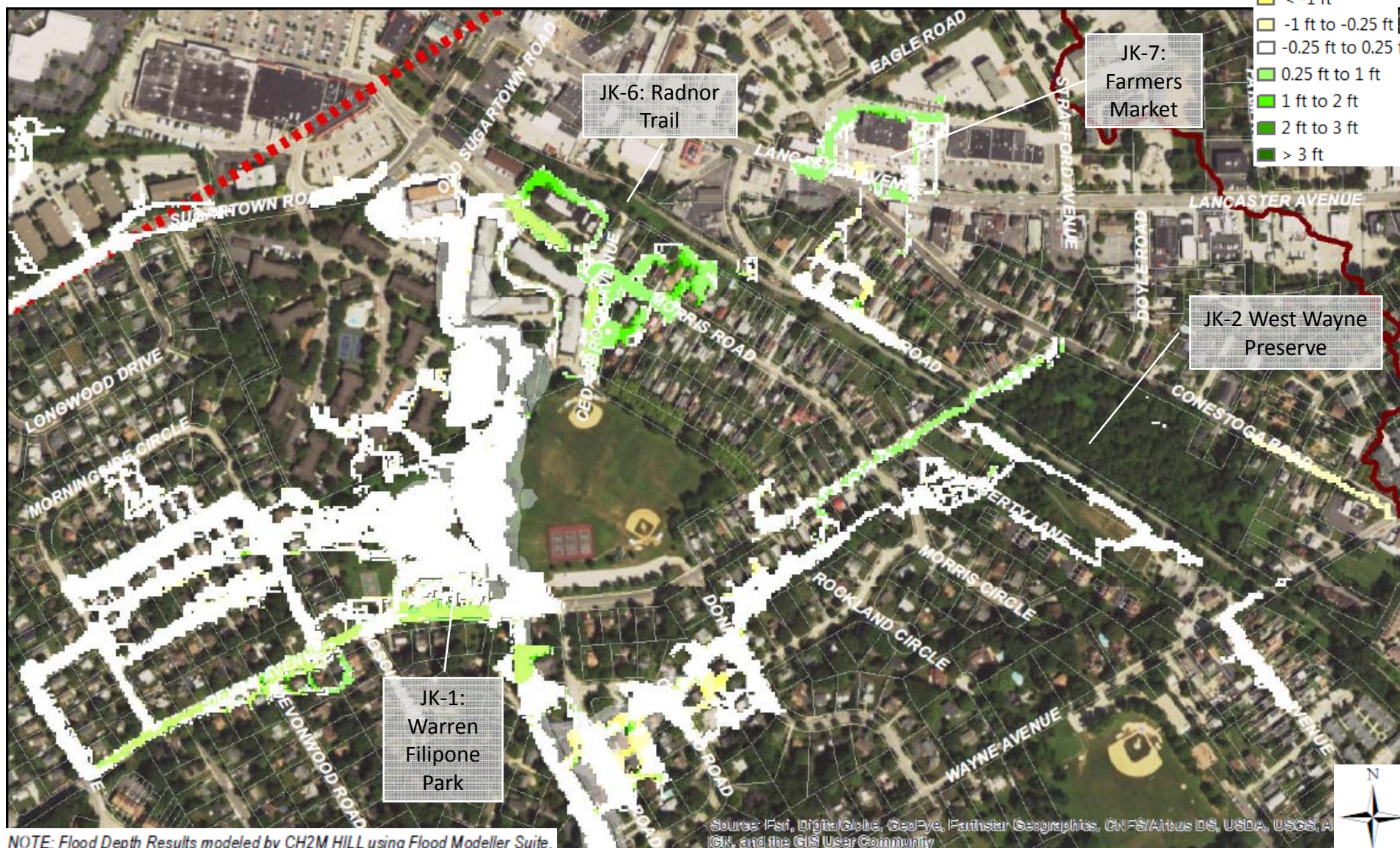


Darby Creek Area J/K: JK-10 Combination

Reduction in Max Flood Depth Results: 10-yr, 1-hr event

-  Model Extents
 -  100-year FEMA Flood Zone
 -  Radnor Township Parcels
 -  Radnor Township Boundary
- Reduction in Max Flood Depth

-  < -1 ft
-  -1 ft to -0.25 ft
-  -0.25 ft to 0.25 ft
-  0.25 ft to 1 ft
-  1 ft to 2 ft
-  2 ft to 3 ft
-  > 3 ft

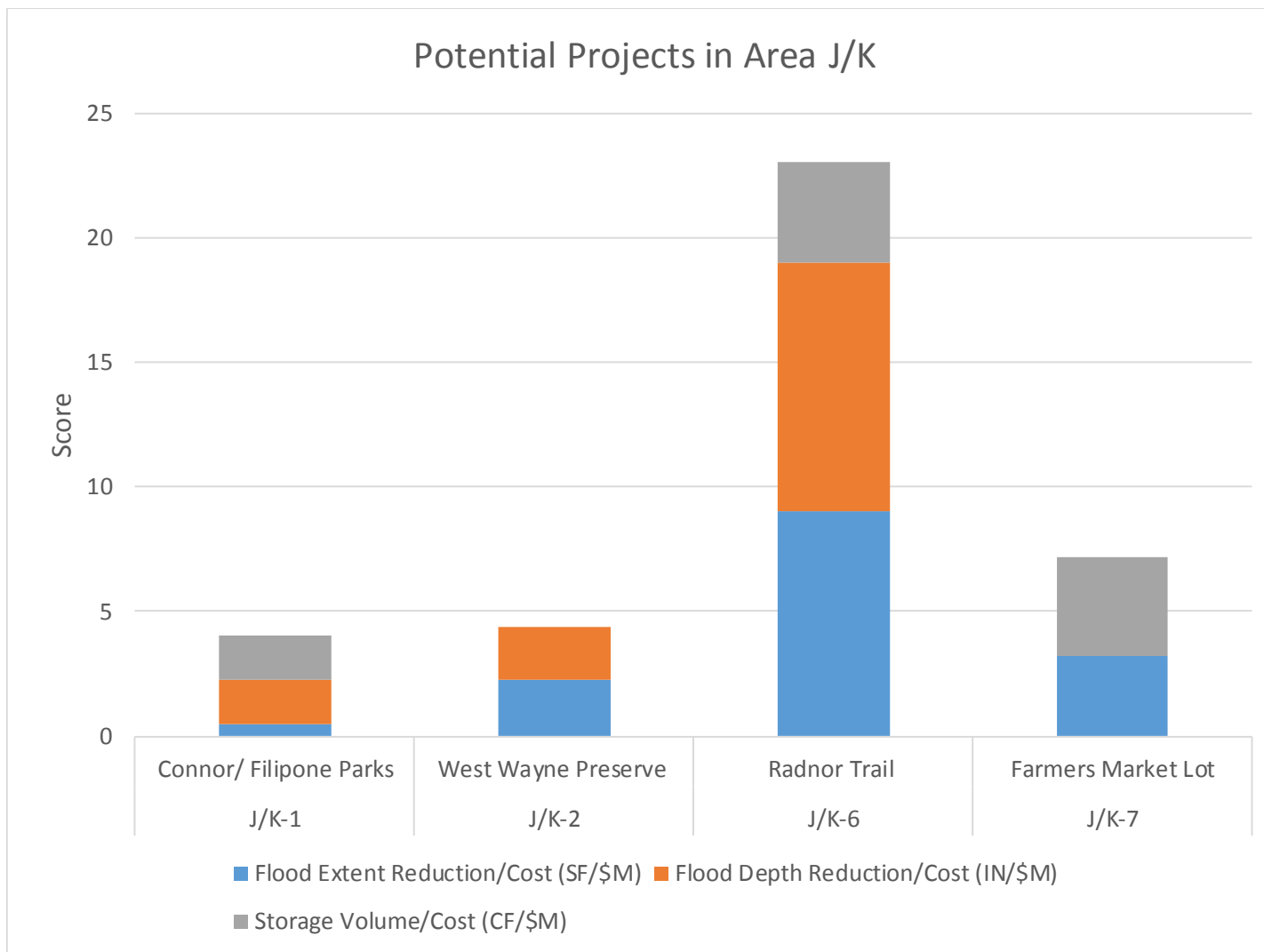


NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

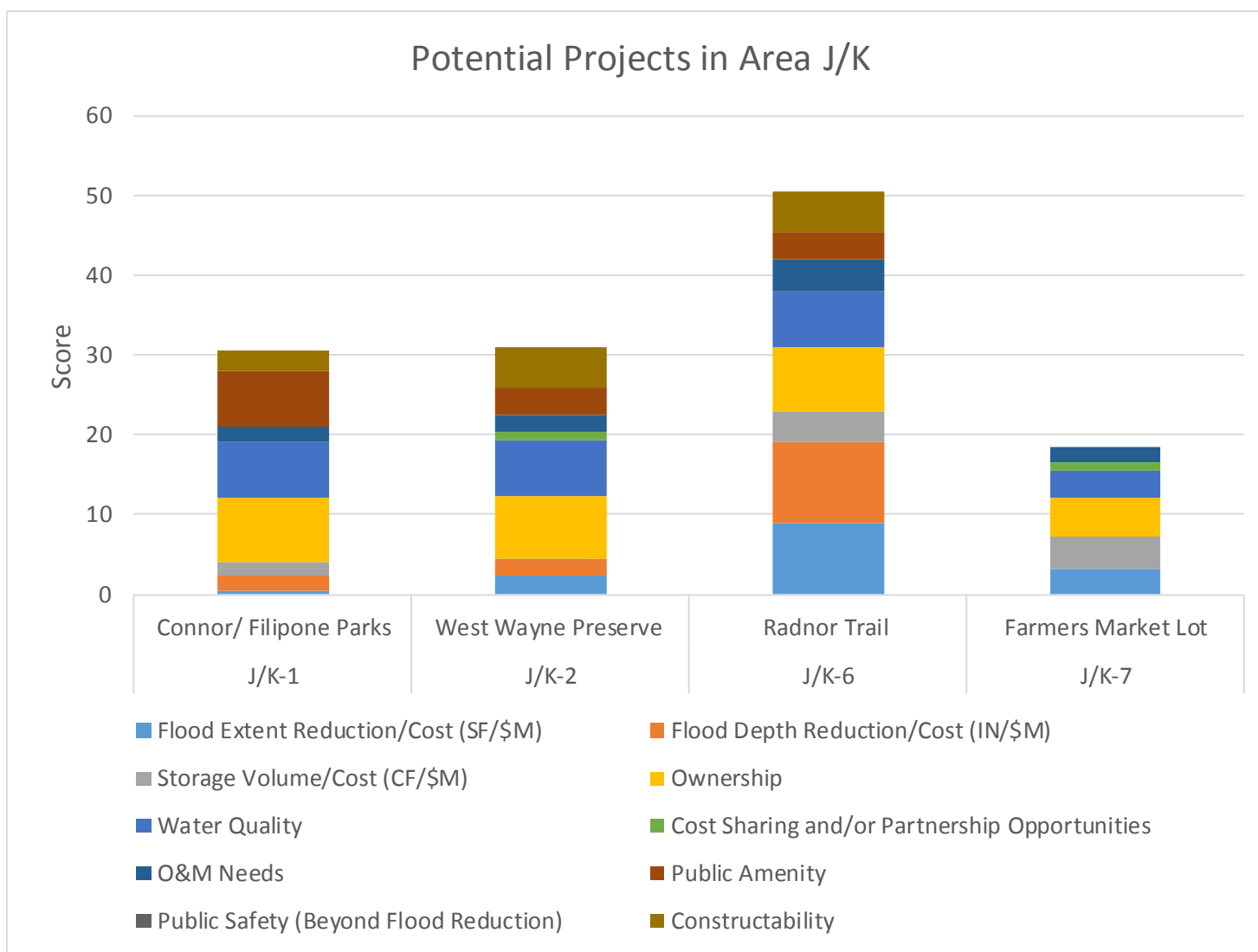
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)

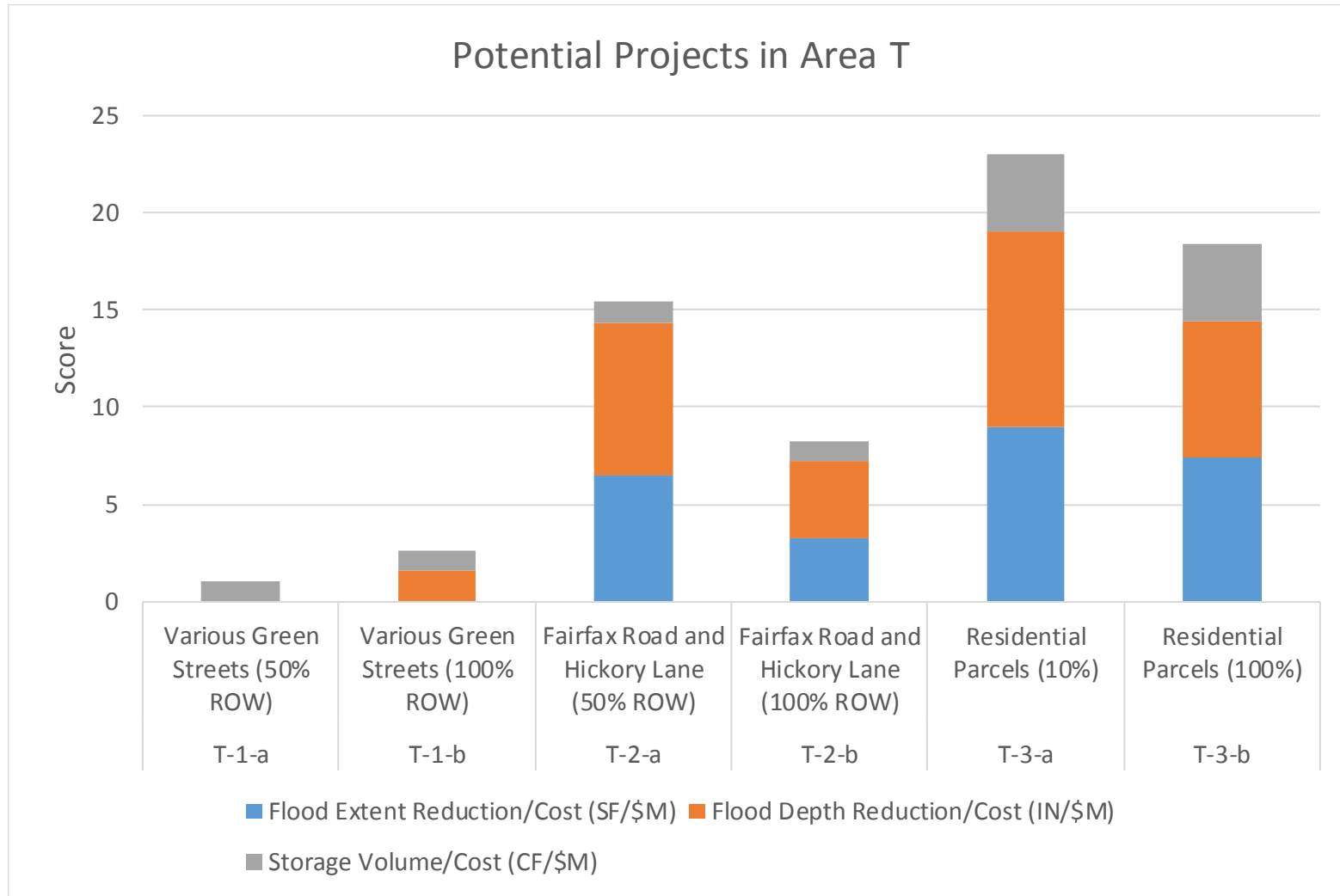


Potential Flood Mitigation Projects – Area T

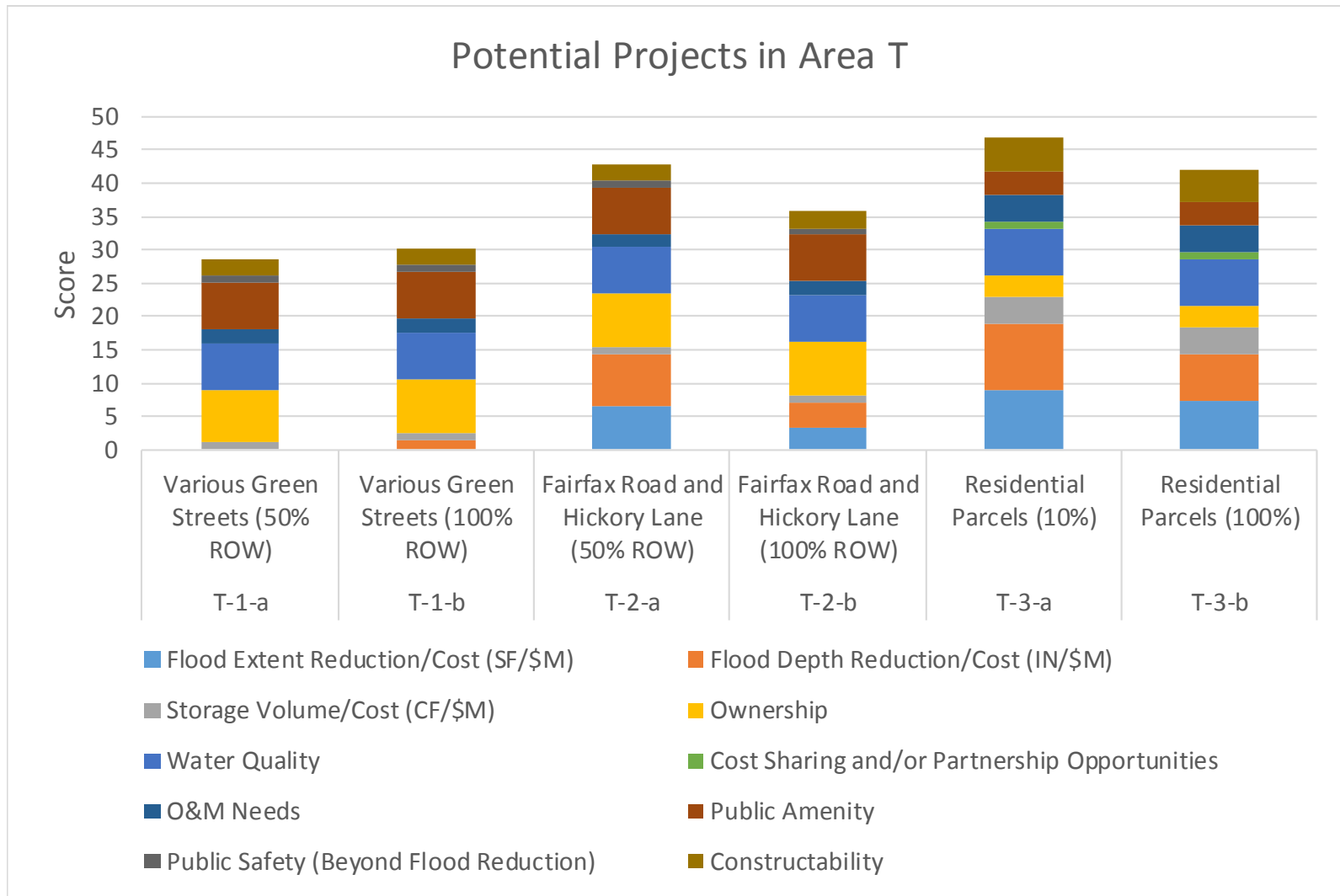


ID #	Name/Location	Watershed	Description	Owner
T-1-a	Various Green Streets (50% ROW)	Meadowbrook Creek	Green street opportunities with bumpouts and infiltration / storage trenches (50% of right-of-way impervious captured); Extent: Meadowood Road (Conestoga to Ithan), Browning Lane (south, 600ft west of Meadowood), Lowrys Lane (Conestoga to Fairfax)	Township
T-1-b	Various Green Streets (100% ROW)	Meadowbrook Creek	Green street opportunities with bumpouts and infiltration / storage trenches (100% of right-of-way impervious captured); Extent: Meadowood Road (Conestoga to Ithan), Browning Lane (south, 600ft west of Meadowood), Lowrys Lane (Conestoga to Fairfax)	Township
T-2-a	Fairfax Road and Hickory Lane (50% ROW)	Meadowbrook Creek	Retrofit existing grass circular median areas, create bioretention areas to manage right-of-way runoff (50% of right-of-way impervious captured)	Township
T-2-b	Fairfax Road and Hickory Lane (100% ROW)	Meadowbrook Creek	Retrofit existing grass circular median areas, create bioretention areas to manage right-of-way runoff (100% of right-of-way impervious captured)	Township
T-3-a	Residential Parcels (10%)	Meadowbrook Creek	Medium/low density residential with large front yards with potential space for rain gardens/rain barrels (10% of residential impervious captured)	Private - Residential
T-3-b	Residential Parcels (100%)	Meadowbrook Creek	Medium/low density residential with large front yards with potential space for rain gardens/rain barrels (100% of residential impervious captured)	Private - Residential
T-5	Combination	Meadowbrook Creek	Combination of all projects in priority problem area T (except T-1-a, T-2-a, and T-3-a)	---

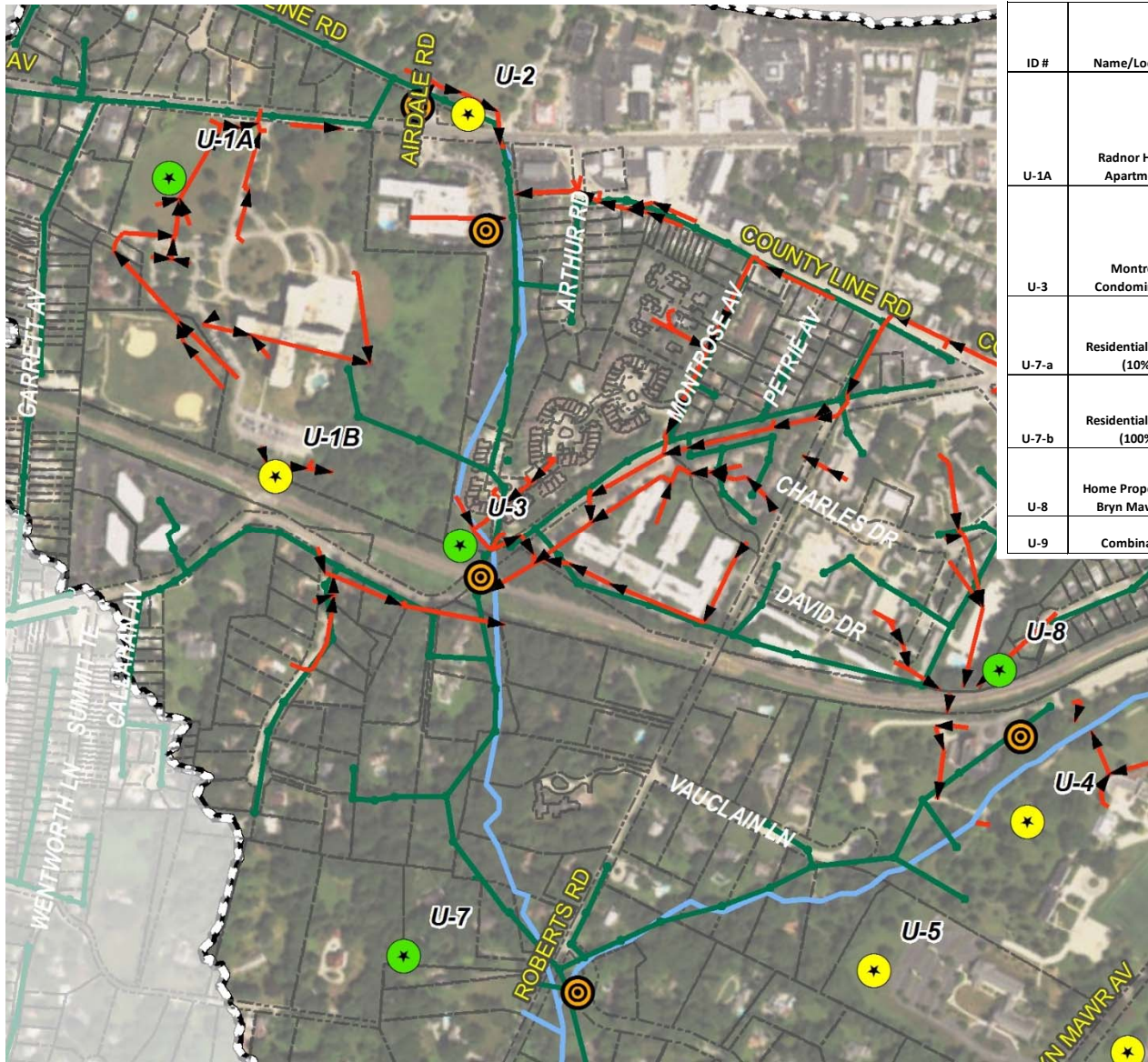
Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)

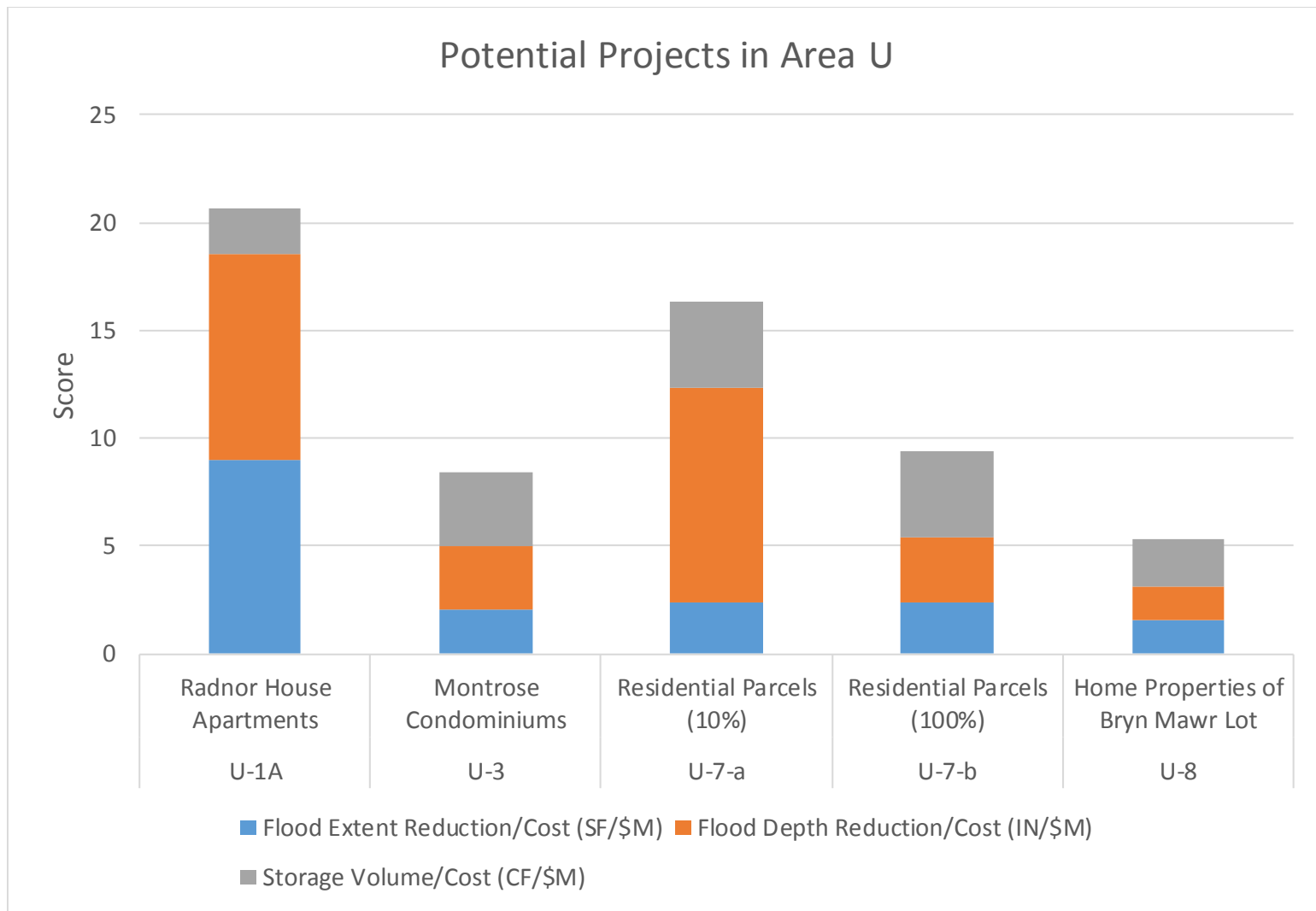


Potential Flood Mitigation Projects – Area U

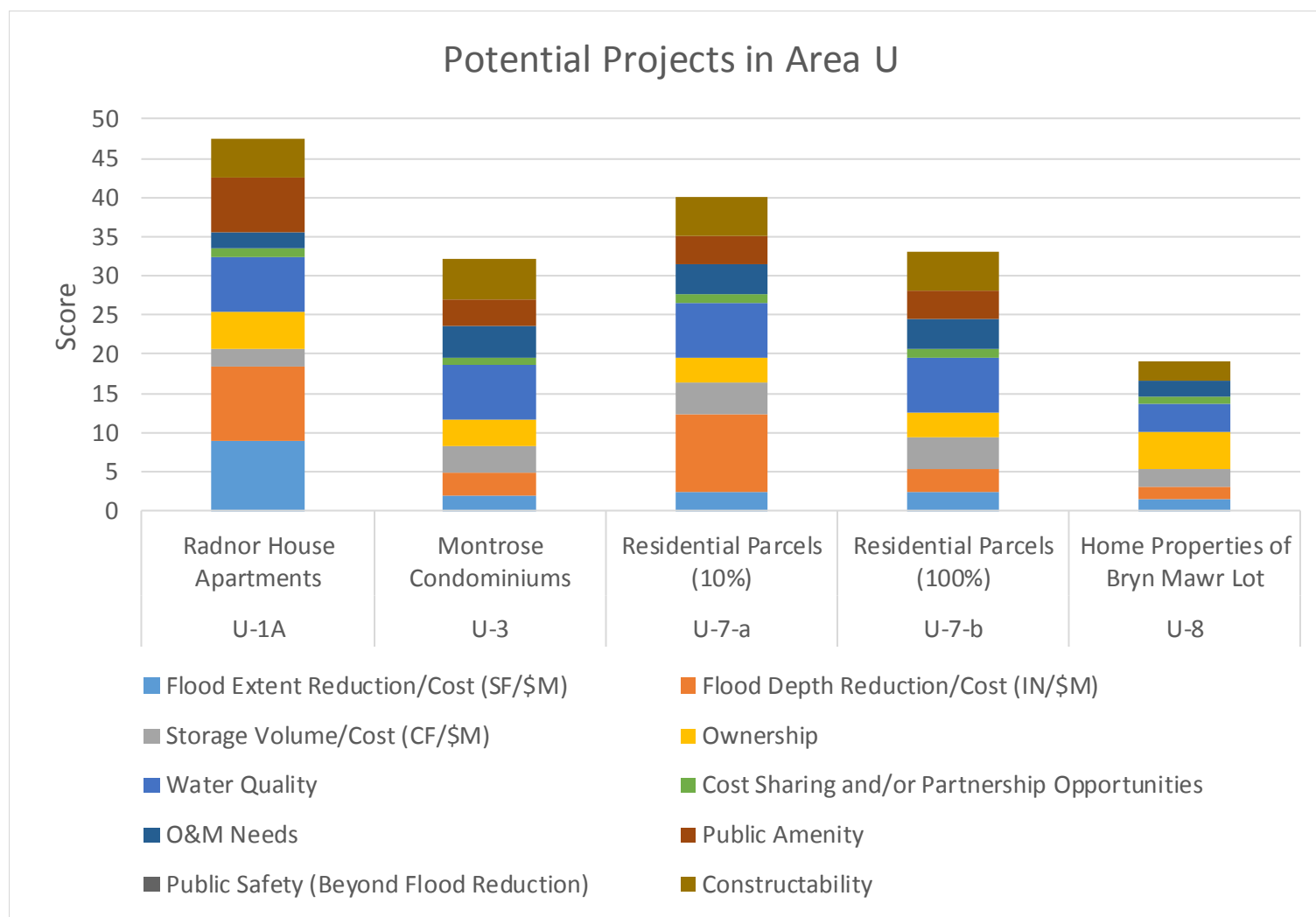


ID #	Name/Location	Watershed	Description	Owner
U-1A	Radnor House Apartments	Meadowbrook Creek	Large parking lot drains to sewer that is conveyed through large open space area along E. Lancaster Ave; potential to intercept runoff from storm sewer and manage with vegetated bioretention/swale system that can also enhance open space	Private - Commercial
U-3	Montrose Condominiums	Meadowbrook Creek	Increase storage capacity of basin with grading and enhance plantings; modify outlet structure to control low flows; stream channel restoration possible; existing sanitary sewer crosses stream channel and basin	Private - Residential
U-7-a	Residential Parcels (10%)	Meadowbrook Creek	Medium/low density residential with large front yards with potetial space for rain gardens/rain barrels (10% of residential impervious captured)	Private - Residential
U-7-b	Residential Parcels (100%)	Meadowbrook Creek	Medium/low density residential with large front yards with potetial space for rain gardens/rain barrels (100% of residential impervious captured)	Private - Residential
U-8	Home Properties of Bryn Mawr Lot	Meadowbrook Creek	Infiltration / storage below parking lot; potentially would also capture runoff nearby streets	Private - Commercial
U-9	Combination	Meadowbrook Creek	Combination of all projects in priority problem area U (except U-7-a)	---

Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)

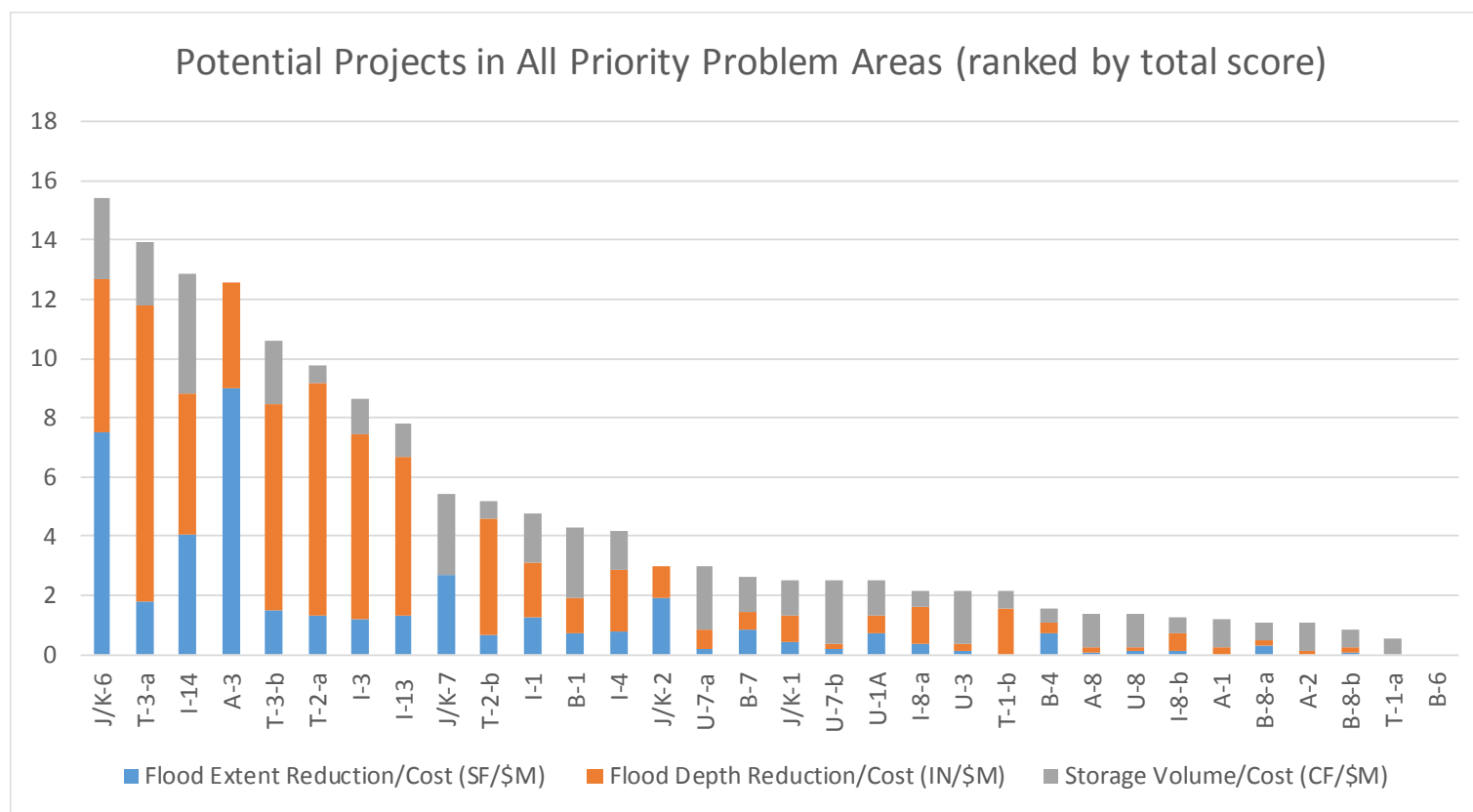


Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)



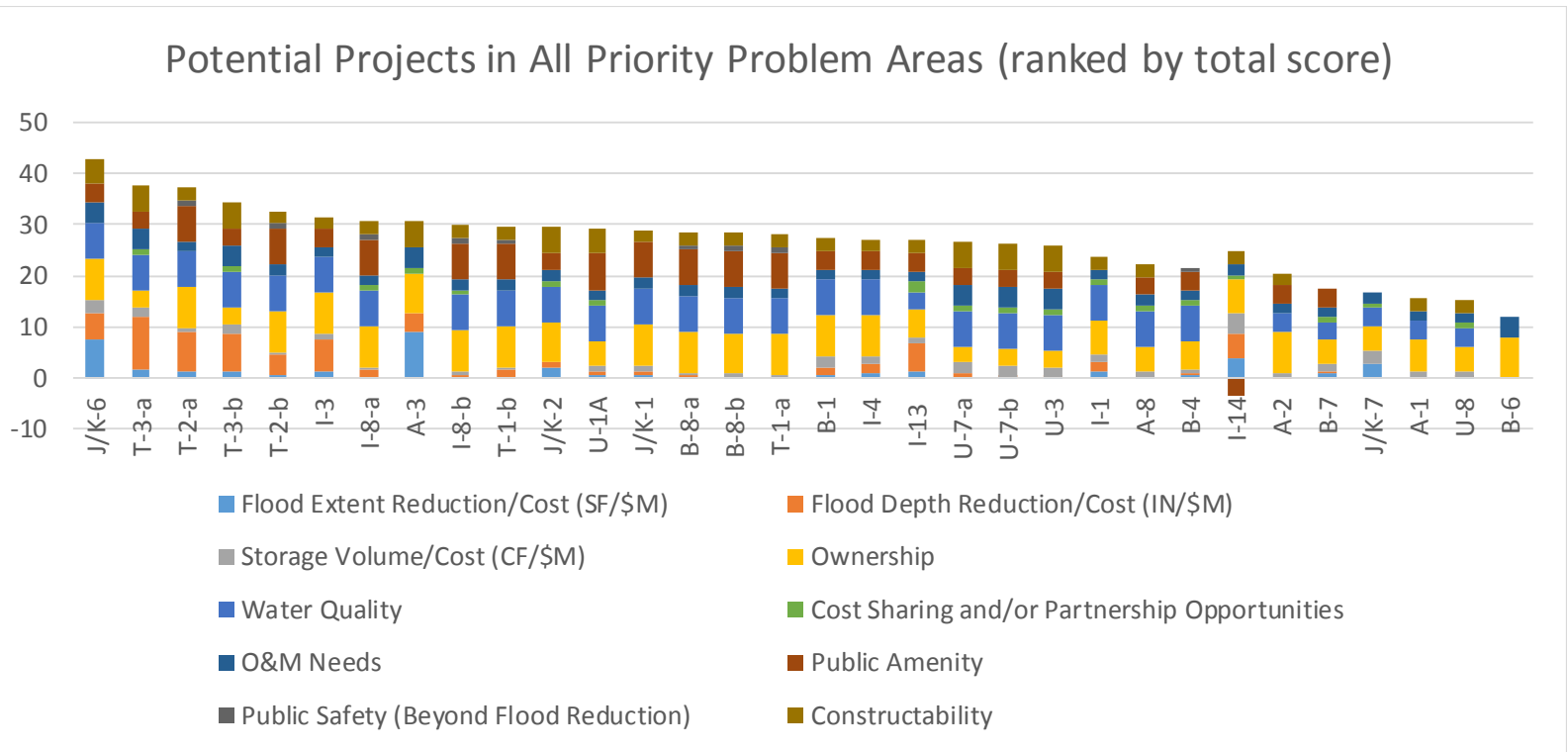
Results of Project Ranking by All Priority Problem Areas (Flood Reduction and Storage Volume Only)

ID #	Name/Location
J/K-6	Radnor Trail
T-3-a	Residential Parcels (10%)
I-14	N. Wayne Field - Option "E"
A-3	S. Wayne Ave Inlets/Pipes
T-3-b	Residential Parcels (100%)
T-2-a	Fairfax Road and Hickory Lane (50% ROW)
I-3	West Ave Green Street
I-13	Wayne Train Station
J/K-7	Farmers Market
T-2-b	Fairfax Road and Hickory Lane (100% ROW)



Results of Project Ranking by All Priority Problem Areas (All Prioritization Criteria)

ID #	Name/Location
J/K-6	Radnor Trail
T-3-a	Residential Parcels (10%)
T-2-a	Fairfax Road and Hickory Lane (50% ROW)
T-3-b	Residential Parcels (100%)
T-2-b	Fairfax Road and Hickory Lane
I-3	West Ave Green Street
I-8-a	Various Green Streets (50% ROW)
A-3	S. Wayne Ave Inlets/Pipes
I-8-b	Various Green Streets (100% ROW)
T-1-b	Various Green Streets (100% ROW)



Thank You

ch2m.SM

Discussion and Possible
Motion Amending the
Ordinance Establishing the
Stormwater Management
Advisory Committee

Motion to Proceed with the
Design & Engineering of
the Ardrossan Trail

New Business
Discussion and Possible
Motion to Authorize a
Traffic Study on Pine Tree
Rd., to establish empirically,
the effectiveness of the
Recent Traffic Calming
Measures

*Requested by
Commissioner Booker*