

BOARD OF COMMISSIONERS

REVISED AGENDA

Monday, March 13, 2017 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session on March 9, 2017 and preceding the Board of Commissioners meeting of March 13, 2017

1. Consent Agenda

- a) **Approval of the Volunteer Banquet for all Radnor Township Boards, Commissions and First Responders**
- b) Approval of Meeting Minutes from the January 23, 2017, February 13, 2017 and February 27, 2017 Board of Commissioners Meeting
- c) Disbursement Review and Approval: 2017-02D, 2017-03A
- d) Resolution #2017-40 - Authorizing the Township Manager to engage PFM as Financial Advisor to the Township
- e) Resolution #2017-44 - Authorizing the Township to Purchase and Replace Park Benches at Odorisio Park
- f) Resolution #2017-36 - Intersection of Lancaster Avenue & Old Eagle School Road – Pennsylvania Department of Transportation T160
- g) Resolution #2017-48 - Award of the Design Contract for the Left Hand Turn Signal at the Intersection of Sproul & Conestoga Roads to Gilmore & Associates
- h) Resolution #-2017-45 - Adopting the 2016 Hazard Mitigation Plan for Radnor Township
- i) Resolution #2017-53 – Endorsing the Concept of the Nine County Greater Philadelphia Region Completing 180 New Miles of Circuit Trails by 2025 in Order to Achieve 500 Miles of Completed Circuit Trails
- j) Resolution #2017-50 - Award of the Contract to Testing of Valley Run to Rettew & Associates
- k) HARB
 - **HARB-2017-04 – 400 St. Davids Road** – Reconstruction of an existing enclosed porch (no expansion). New bay window at rear elevation. New one-story expansion/addition to accommodate attached 2-car garage.
 - **HARB-2017-05 – 224 S. Aberdeen Avenue** – Renovation and addition to existing garage. Front loaded garage to become side loaded garage and garage will become wider per plan.
 - **HARB-2017-06 – 231 Orchard Way** – Renovation and expansion of a 1920's dwelling. Renovations will include new windows, shutters, cedar roof, copper gutters and downspouts, and entry surround. The expansion will include a 2-story frame addition to the west of the dwelling as well as a 2-story stone addition to the north (rear) of the dwelling. A detached 2-bay garage is also proposed

2. Recognition of the Radnor Hotel – Daddy Daughter Dance

3. Recognition of Community Volunteers

4. Public Participation

5. Committee Reports

PERSONNEL & ADMINISTRATION

A. Resolution #2017-51 – Adopting the Consolidated Collective Bargaining Agreement (CBA) with the Radnor Association of Township Employees (RATE) Beginning January 1, 2017 Through December 31, 2023

B. Resolution #2017-52 - Approval of the extension to FOP Collective Bargaining Agreement

PUBLIC SAFETY

C. Discussion of Traffic Calming on Pine Tree Road

PUBLIC WORKS & ENGINEERING

D. Resolution #2017-46 - SALDO Application #2016-D-13 – **Final Approval** – Final Land Development Plan– Academy of Notre Dame de Namur

E. Resolution #2017-47 - SALDO Application #2015-D-11 – **Final Approval** – Final Land Development Plan – 427 E. Lancaster Avenue

F. Presentation of the Township Wide Flood Assessment by Daniel Wible, PE, of CH2M

PARKS & RECREATION

COMMUNITY DEVELOPMENT

FINANCE & AUDIT

LIBRARY

PUBLIC HEALTH

Old Business

New Business

- Discussion and possible motion to support the following appeal to the Zoning Hearing Board:

APPEAL #2979 - The Applicant, The Emerson Group, properties located at 409, 411, 413 E. Lancaster Avenue and Zoned R5, seeks a special exception under Code Section 280-101 A. (2) to consolidate 409, 411, and 413 E. Lancaster Avenue, demolish the building on 411 E. Lancaster Avenue, and connect the buildings on 409 E. Lancaster Avenue and 413 E. Lancaster Avenue. In the alternative, if and to the extent required, Applicant seeks a variance from Code Section 280-34, which contains the use regulations of the R-5 Residence District, to consolidate the three lots and construct the proposed improvements. Applicant also seeks a variance from Code Section 280-105(F) to locate a parking area within the front yard setback and seeks any other special exception or variance relief that may be required for the proposed use and improvements. – **Requested by Commissioner Higgins**

- Discussion of Matsonford Road Pedestrian Bridge

Public Participation

Adjournment

TOWNSHIP OF RADNOR
Minutes of the Meeting of January 23, 2017

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

Commissioners Present

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

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

President Schaefer called the meeting to order

Notice of Executive Session on January 23, 2017

All commissioners were in attendance at the January 23, 2017 Executive Session where matters of real estate, personnel and litigation were discussed.

1. Consent Agenda

a) Acceptance of Department Monthly Reports

b) Approval of Meeting Minutes from the January 3, 2017 Reorganization and Regular meeting

c) HARB:

- HARB-2017-01 – 206 Upland Way - Single story dining room addition on the south (rear) side of the house. Exterior façade renovations to include replacement of vinyl siding, vinyl shutters, vinyl windows with composite siding and shutters and wood windows. Paint red brick and accents.
- HARB-2017-02 – 304 North Wayne Avenue - New 2 story covered front and side porch additions for existing 2.5 story brick and stucco multi-unit dwelling.

d) Resolution #2017-04 – Villanova University – Sewage Facilities Planning Module

e) Resolution #2017-05 – Bloomingdale Court – Sewage Facilities Planning Module

- f) Resolution #2017-07 - Authorizing the Township to Purchase and Replace Spectator Bleachers for Encke Park, Odorisio Park, Clem Macrone Park, and Warren Filipone Park
- g) Resolution #2017-09 - Authorizing the Township to enter into agreement with the Pennsylvania Recreation & Parks Society for 2017 Seasonal Discount Ticket Program
- h) Resolution #2017-10 - Authorizing the Township to enter into agreement with Brandywine Learning Center, LLC for Seasonal Harry Potter Camps
- i) Resolution #2017-11 - Authorizing the Township to enter into agreement with David Broida for Seasonal Tennis Programming
- j) Resolution #2017-13 - Authorizing the Township to enter into agreement with Shining Knights, LTD for Seasonal Chess Programming
- k) Resolution #2017-12 - Authorizing the Township to enter into agreement with Jump Start Sports, LLC for Seasonal Sports Programming
- l) Resolution #2017-16 - Authorizing the Township to enter into agreement with World Cup Sports Academy for Seasonal Programming

- m) Resolution #2017-14 - Authorizing the Township to enter into agreement with Soccer Shots, LLC for Seasonal Soccer Programming
- n) Resolution #2017-17 - Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor School District Facilities for the 2017 Summer Camp Season
- o) Resolution #2017-18 - Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor Township School District Transportation Services for Radnor Day Camp 2017
- p) Motion to Receive Bids for Fencing/Backstops at Warren Filipone Park, Clem Macrone and Bo Connor Park; Construct Retaining Wall at Bo Connor Park; Tennis Court Improvements at Warren Filipone Park and Basketball Court Improvements at Cowan Park; New Restroom Buildings at Emlen Tunnell Park and the Radnor Trail @ Brookside Parking Lot Entrance

Commissioner Schaefer made a motion for items 1a through 1m to be approved, seconded by Commissioner Ahr. Motion passed 7-0.

Commissioner Nagle made a motion to approve items 1n through 1o, seconded by Commissioner Ahr. Motion passed 6-0 with Commissioner Schaefer recusing herself.

Commissioner Ahr made a motion to approve item 1p with the addition of “parking lot improvements” at Warren Filipone Park, seconded by Commissioner Higgins. Motion passed 7-0.

1. Recognize James Dungee for 44 years of service to Radnor Township

Mr. Zienkowski, Steve Norcini, Steve McNelis and Paul Bazik recognized James “Skip” Dungee for his years of service to Radnor Township.

2. Public Participation

Roberta Winters, Williams Road - She thanked the Township officials, elected officials and Township staff for upholding the importance of Clean air, pure water and preserving natural resources. She also spoke to the latest Design Review Board relative to the ornamentation of the pedestrian bridge.

Toni Bailey - Spoke to the importance of an independent inspector for the Villanova University project and to perhaps testing for asbestos.

3. Committee Reports

PARKS & RECREATION

- A. Resolution #2017-06 - Authorizing the Township to Remit \$38,980 to Radnor Wayne Little League for Fencing Improvements at Encke Park

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

Tammy Cohen discussed the fencing improvements. Commissioner Curley asked is this was specifically identifying or was it grouped in the borrowing. Mr. White stated the borrowing had improvements grouped by park, the detail of which is found in the capital plan approved within the 2016 budget.

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

B. Resolution #2017-08 - Amendment to the Radnor Township 2017 Consolidated Fee Schedule
Chapter 162 Fees – Under Parks and Recreation Areas

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

Commissioner Curley inquired if the fees for the youth groups were adjusted as per previous discussions. Radnor sports organizations will have a fee for the use of the Radnor Activity Center if there is a contractor operating sports group; those groups who are volunteer based will carry a \$15 per hour usage fee. Commissioner Booker asked if the fees that were lowered were being subsidized by Township. Tammy Cohen confirmed this.

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

C. Discussion and Possible Motion on Directing Staff to Retain a Firm to Develop a Business Plan for the Low Impact Community Use of the Willows Mansion at a Cost Not to Exceed \$25,000

Commissioner Nagle made a motion, seconded by Commissioner Schaefer.

Commissioner Schaefer asked for this discussion to be placed because last Fall there were many resident groups with ideas about the use of the Willows as well as various contractors too. Due to the overwhelming thought to use Willows for community/public use and have it be low-impact. Recognizing the consensus within the community; a business plan should be formulated to how this will work and then can make a well-informed decision. There was a lengthy discussion on this matter.

Public participation on this topic: Kathy Bright, 1st ward; Joseph Prizer, Villanova; Sarah Pilling, Garrett Ave; Rick Leonardi, Aldwyn Lane; Mart Josephs, Inveraray Road; Richard Anthony; Eileen Bogg, Inveraray Road.

Commissioner Higgins made a motion, seconded by Commissioner Nagle to authorize staff to issue RFP for a consultant to produce a business plan to save the willows and that the plan should include annual operating and maintenance costs; should include proposed architectural changes to make the facility usable to for the proposed uses; that razing the building is not recommended; preservation of all three floors is recommended but not essential; and that uses should be primarily public and the users by public; and the rehabilitation costs not exceed \$1 million; for use of the community; as presented suggested, or proposed in the Board of Commissioners meetings on October 24 & November 14, 2016.

Additional public participation: Peter Craig, Inveraray Road; Jane Galli, Barcladen Road; Georgette McCaully, Inveraray Road; Tom Lowry; Mark Janiczek.

Commissioner Curley included the low-impact use to amendment. Motion to add the amendment passed 6-1, with Commissioner Higgins opposed.

Commissioner Schaefer called the vote for the original motion to authorize the RFP, motion passed 4-3, with Commissioners Booker, Clark and Curley opposed.

PUBLIC WORKS & ENGINEERING

D. Update on Banbury Way Stormwater Project by T & M Associates

Rich Young and Tim Duncan of T&M presented update to the Banbury Way stormwater project. Four different scenarios for this project were reviewed and discussed. The Board gave feedback on all four scenarios. T&M will perform further work on scenarios for the 25-year storm.

E. Update on the Schedule for When the Final Report of the Township Wide Stormwater Study by CH2M will Be Presented to the Board of Commissioners

Dan Wible from CH2M presented an update on the schedule for the final report of the Township Stormwater study. CH2M is 90-95% complete on Township-wide assessment. Plan is present final results at the next Stormwater Management Advisory Committee meeting and then present the final report at the February 13th Board of Commissioners meeting.

F. Motion Regarding Prospective Changes to the Stormwater Management Advisory Committee

Discussion was placed on this agenda to discuss the number of members on the committee. Commissioner Curley proposed five experts would be better opposed to seven advocates and then use the capability of the group to vet the capital projects. And also reduce scope to review capital projects.

Commissioner Higgins suggested the sub-committee of him, Commissioner Curley, and Commissioner Schaefer will review proposed changes to ordinance and resolution. Stormwater management advisory committee members will be invited to join.

G. 12 Welwyn Road - SALDO Application #2016-S-14 - Caucus – Preliminary/Final Subdivision Plan

Nick Caniglia presented plans for subdivision at 12 Welwyn Rd. Rob Lambert also presented plans for on-site sewage systems. Permits for systems will be applied through DEP as well as the Township. Any repairs necessary to repair private road will be the responsibility of the developer. Any future maintenance to the road will be shared by the owners as stated in the deeds on the property. Two waivers are being requested; manmade features (utilities) within 500 feet; as well as relaxing the Township requirement the road be 60 feet wide. Welwyn Lane is a private road and not currently 60ft wide. There was lengthy discussion on the waivers as well as the construction of a cul-de-sac.

Public participation: Mike Gretz, Welwyn Lane; Dan Baker, Welwyn Lane; Roberta Winters, Williams Road; Solhilla Maluppy.

H. Ardrossan Phase 4 Lot Line Adjustment - SALDO Application #2016-D-11 - Caucus – Preliminary/Final Lot Line Plan

John Snyder presented SALDO plans for the 18-lot subdivision. Mr. Synder stated the plan is to sell six homes and donate the remaining twelve lots to preserve open space. The Delaware County Planning Commission approved the plan as did Township Planning Commission. Township Engineer also approved plan with minor clean-ups.

Mr. Zienkowski talked of the Malin Road culvert. It is close to collapsing, the road is beginning to sink and guardrail has shifted. Mr. Zienkowski is asking the Board for permission to place this on the next agenda for approval for a design phase and authorization for bid. It is currently in the 2018 budget; but could be swapped with something currently under the 2017 budget.

PUBLIC SAFETY

I. Discussion and Possible Motion in Regards to Aldwyn Lane Speed Humps

Would like an exception to code to place three speed humps on Aldwyn despite not meeting the requirements for speed humps. In addition, the Ithan Rd parking garage at Villanova University that is due to open will increase cut-through traffic on Aldwyn Lane. Supt. Colarulo and Lt. Flanagan presented the study and their support for installation of speed humps.

Public participation: Jim Giegerich, St. Davids; Rick Leonardi, Aldwyn Lane; Raymond Maud, Aldwyn Lane; Tish Long, Aldwyn Lane.

Commissioner Ahr made a motion to approve, seconded by Commissioner Curley. Motion passed 7-0.

J. Ordinance #2017-01 - (Introduction) - Removal of a handicapped parking space on South Lowry's Lane

Commissioner Schaefer made a motion to introduce the ordinance, second by Commissioner Ahr. Motion passed 7-0.

K. Ordinance #2017-02 - (Introduction) - Establishing a new handicapped parking space on Rockingham Road

Commissioner Schaefer made a motion to introduce the ordinance, second by Commissioner Clark. Motion passed 7-0.

PERSONNEL & ADMINISTRATION

L. Discussion and possible Motion in Regards to the Televising of CARFAC Meetings

Commissioner Schaefer stated the CARFAC has requested this discussion be moved to February 13th agenda. After some discussion, it was decided this item will be moved to the February 13th Board of Commissioners agenda.

Public participation: Roberta Winters, Williams Road.

Commissioner Schaefer made a motion to place the discussion on the February 13th agenda, seconded by Commissioner Nagle. Motion passed 6-1, with Commissioner Booker opposed.

FINANCE & AUDIT

COMMUNITY DEVELOPMENT

LIBRARY

PUBLIC HEALTH

Old Business

None

Public Participation

Jim Geigerrich, St Davids – He spoke regarding the timing of agenda items during the meeting.

Baron Gemmer, Wayne – Spoke about the Planning Commission meeting that was not taped fully due to technical issues as well as the Design Review Board that meeting almost went into Executive Session which they cannot do unless directed by the Township Solicitor.

Commissioner Curley made motion to extend meeting; motion passed 6-1 with Commissioner Booker opposed.

New Business

Commissioner Higgins spoke of a matter concerning the demolition of an existing structure and rebuilding of a structure at 406 N Wayne Avenue. The exterior features were never part of the HARB approval and wants to reopen the HARB Certificate for review.

Township Solicitor said demolition plans, new structure plans were approved and further approved by the Board of Commissioners. Permits have been issued and work has already started so it is not possible to re-open the certificate approval.

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

Respectfully submitted,

Amy Lacey

TOWNSHIP OF RADNOR
Minutes of the Meeting of February 13, 2017

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

Commissioners Present

Elaine Schaefer, President Phil Ahr, Vice President Donald Curley Luke Clark
John Nagle Richard F. Booker

Absent: *James C. Higgins*

Also Present: *Robert A. Zienkowski, Township Manager; Peter Nelson, Township Solicitor; Steve Norcini, Director of Public Works; William Colarulo, Superintendent of Police; Andrew Block, Lieutenant of Police; Christopher Flanagan, Lieutenant of Police; Kevin Kochanski, Director of Community Development; Tammy Cohen, Director of Community Programming & Recreation; Roger Philips, Township Engineer; Amy Kaminski, Traffic Engineer and Jennifer DeStefano, Executive Assistant to the Township Manager.*

President Schaefer called the meeting to order

Notice of Executive Session on February 13, 2017

All commissioners were in attendance at the February 13, 2017 Executive Session where matters of personnel and litigation were discussed.

1. Consent Agenda

- a) *Staff Traffic Committee Meeting Minutes - January 18, 2017*
- b) *HARB*
- *HARB - 2017-03 – 205 Poplar Avenue - Small sunroom addition at rear with new siding on entire structure*
- c) *Disbursement Review and Approval: 2017-01A, 2017-01B, 2017-02A*
- d) *Request to go out to bid for microphone and camera replacement for the Radnorshire Room*
- e) *Resolution #2017-19 - Award of Tree Removal and Pruning Project at Harford Park*
- f) *Resolution #2017-20 - Authorization to Purchase Capital Vehicles and Equipment, 2017 Approved Budget*
- g) *Resolution #2017-21 - Emergency Repair to Packer #27*
- h) *Resolution #2017-22 - Authorization to Award the HVAC Maintenance Contract for the Township Building, Radnor Activity Center, and Public Works Facility*
- i) *Resolution #2017-31 - Authorization for Township Manager to Bind Coverage for Group Long-Term Disability Insurance*
- j) *Resolution #2017-32 - Authorization for Township Manager to Bind Coverage for Group Term Life and AD&D Insurance*

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

2. Public Participation

Dan Sherry, Wayne – He commented in regards to his disagreement of item F which was removed from the agenda. He also spoke in regards to a potential conflict which he believes Commissioner Schaefer has with University of Penn.

Leslie Morgan, Farm Road – She inquired in regards to an update of the tax situation of 145 King of Prussia Road.

Solicitor Rice commented in regards to a letter that the Township has received from Penn Medicine about a tax exemption.

3. Committee Reports

PERSONNEL & ADMINISTRATION

A. Resolution #2017-25 - Recognizing and Celebrating the Month of February as Black History Month

Commissioner Ahr made a motion to approve, seconded by Commissioner Nagle. Motion passed 6-0 with Commissioner Higgins absent.

B. Presentation by Sports Legends of Delaware County Museum – Black History Month

Jim Vankoski, President of Sports Legend of Delaware County Museum made a brief presentation in honor of Black History Month.

C. Discussion of a possible Township contribution toward a Emlen Tunnell Statue for the Sports Legends of Delaware County Museum

Phil Damiani, Chair of the Sports Legends of Delaware County Museum briefly spoke in regards to the request of \$25,000 contribution from Radnor Township which would represent 25% of the total cost for a bronze statue of Emlen Tunnell to be placed outside of the Township Building.

There was a brief discussion amongst the Commissioners in regards to the potential donation from Radnor Township. It was the sense of the Board that the Museum return to the Board of Commissioners after exhausting their other options for contributions.

Public Comment

Sara Pilling, Garrett Avenue – She commented in regards to the history of Emlen Tunnell Field.

Dan Sherry, Wayne – He commented in regards to comments made by Commissioners in regards to raising funds privately first then coming back the Board.

D. Presentation and Proposal by CARFAC regarding Communication with the Community with Possible Motion

Mark Blair, Chair of CARFAC briefly spoke and made the following recommendations to the Board of Commissioners:

In an endeavor to promote communication with the community and the Board of Commissioners, CARFAC has unanimously approved the following for consideration by the Board of Commissioners:

1. CARFAC will televise three meetings per year, the topics of which will include a) its Projects for the current year, b) Audit results of the prior year, c) the Budget for the next year.
2. The Chair of CARFAC will provide the minutes of CARFAC meetings to the President of the Board of Commissioners and the Township's website manager within five business days of the meeting at which they are approved.
3. Requests of a project to be undertaken by CARFAC must be approved by the Board of Commissioners, with specificity as to what is to be accomplished and the work product expected.
4. CARFAC encourages Commissioners and the public to attend its meetings.
5. CARFAC urges the Board of Commissioners, residents and business owners to review its minutes on the Township

website and to call their respective Commissioner with their questions and comments.

Commissioner Schaefer made a motion to approve the above recommendation from CARFAC, seconded by Commissioner Nagle. Motion failed with Commissioners Booker, Clark and Curley opposed.

There was a brief discussion amongst the Commissioners in regards to the above recommendations.

Commissioner Curley made a motion to amend the original motion to strike “must be approved” and change it to “must be submitted for approval”, seconded by Commissioner Booker. Motion passed 6-0 with Commissioner Higgins absent.

Commissioner Curley made a motion to amend the original motion to revise that all meetings are televised, seconded by Booker. Motion failed with Commissioners Ahr, Schaefer and Nagle opposed.

Public Comment

Leslie Morgan, Farm Road – She commented in regards to the possibility of residents giving a suggestion of a project for CARFAC to work on.

Dan Sherry, Wayne – He spoke in regards to the televising of CARFAC meetings.

E. Discussion and Possible Motion Regarding Audit Standing Committee of the Board of Commissioners

Commissioner Ahr made a motion to dissolve the Ad-Hoc Finance and Audit Committee, seconded by Commissioner Schaefer.

There was a brief discussion amongst the Commissioners. Ed Caine, member of CARFAC gave a brief background on the Ad-Hoc Finance & Audit subcommittee.

Public Comment

Dan Sherry, Wayne – He commented in regards to holding Solicitor Rice accountable.

Commissioner Schaefer called the vote, Motion passed 6-0 with Commissioner Higgins absent.

~~*F. Discussion and Possible Motion to Appoint Ethics Board Solicitor*~~

Removed from the Agenda

COMMUNITY DEVELOPMENT

G. Discussion and possible motion to support the following appeal to the Zoning Hearing Board:

- *APPEAL #2982 - The Applicant, All Seasons Flowers and Produce LLC, property located at 912 Conestoga Road and Zoned GH-CR, seeks relief from Section 280-49.11(B) and/or (D) of the GHZD to permit the seasonal sales of flowers and related products within the front yard setback. Applicant seeks a variance or such other relief required to permit sales, and storage after business hours within the front yard setback.*

Commissioner Curley made a motion to support the above appeal, seconded by Commissioner Clark.

Commissioner Ahr made a motion to amend the motion to authorize Mr. Kochanski to represent the Boards opinion in support of the variance with the proviso of the condition that it not be attached to the property in perpetuity but rather the current tenant, seconded by Commissioner Curley.

Public Comment

Jane Galli, Barcladen Road – She in support of the above motion.

Toni Bailey, Barcladen – She asked for clarification of when this will appear in front of the Zoning Hearing board.

Sara Pilling, Garrett Avenue – She is in support of the above appeal.

Commissioner Schaefer called the vote on the amendment, motion passed 5-0 with Commissioner Nagle abstaining and Commissioner Higgins absent.

Commissioner Schaefer called the vote on the underlying motion, motion passed 6-0 with Commissioner Higgins absent.

FINANCE & AUDIT

H. Q4 2016 Finance Update

Bill White, Finance Director gave a presentation of the Q4 Finance Update which can be found on the Township website at: <http://www.radnor.com/910/Board-of-Commissioners-Presentations>.

I. Discussion and Presentation of Status and Timeline of Bond Funded Projects

Tammy Cohen, Director of Recreation and Community Programming gave a presentation which can be found on the Township website at: <http://www.radnor.com/910/Board-of-Commissioners-Presentations>.

J. Ordinance #2017-04 - (Introduction) 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

Commissioner Ahr made a motion to introduce, seconded by Commissioner Schaefer.

Public Comment

Rick Leonardi, Aldwyn Lane – He commented in regards to borrowing money to soon.

Commissioner Schaefer called the vote, motion passed 5-0 with Commissioner Nagle not in the room and Commissioner Higgins absent.

PUBLIC SAFETY

K. Ordinance #2017-01 - (Adoption) - Removal of a handicapped parking space on South Lowry's Lane

Commissioner Schaefer made a motion to adopt, seconded by Commissioner Ahr. Motion passed 5-0 with Commissioner Curley not in the room and Commissioner Higgins absent.

L. Ordinance #2017-02 - (Adoption) - Establishing a new handicapped parking space on Rockingham Road

Commissioner Schaefer made a motion to adopt, seconded by Commissioner Clark. Motion passed 5-0 with Commissioner Curley not in the room and Commissioner Higgins absent.

M. Ordinance #2017- 03 - (Introduction) – 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

Commissioner Schaefer made a motion to introduce ordinance #2017-03, seconded by Commissioner Nagle. Motion passed 5-0 with Commissioner Curley not in the room and Commissioner Higgins absent.

PUBLIC WORKS & ENGINEERING

N. Resolution #2017-23 - Authorizing to Issue a Request for Proposal for MS4 Services

Commissioner Schaefer made a motion to approve, seconded by Commissioner Ahr.

There was a brief discussion amongst Commissioners and Staff that the RFP would go out on PennBid rather than the three firms.

Public Comment

Jane Galli, Barcladen – She inquired if the Stormwater ordinance revision and the MS4 services will dovetail each other.

Commissioner Schaefer amended the resolution to strike 3 qualified firms in the resolution. Commissioner Schaefer called the vote, motion passed 6-0 with Commissioner Higgins absent.

O. Resolution #2017-24 - Authorization to Issue a Request for Proposals for the Maplewood Outfall Design

Commissioner Schaefer made a motion to approve, seconded by Commissioner Nagle. Motion passed 5-0 with Commissioner Ahr not in the room and Commissioner Higgins absent.

P. Resolution #2017-26 - 12 Welwyn Road - SALDO Application #2016-S-14 - Final – Preliminary /Final Subdivision Plan

Nick Caniglia, representing the applicant requested that number 3 & 4 of the resolution read as follows: 3. The Applicant shall execute a Shared Private Road Maintenance Agreement in a form and manner to be approved by the Township Solicitor which agreement shall be consistent with existing deed restrictions of record. 4. Prior to construction the Applicant shall video tape the existing Welwyn Road from its intersection with West Wayne Road to the end of its present location. If Welwyn Road is damaged by Applicant, his contractors, employees or agents, the Applicant shall repair and/or repave the existing Welwyn Road, including the existing curbing upon completion of construction of Applicant's project as directed by the Township. All paving repairs shall be single lane paving from curb line to the middle of the road. The question of whether to repair and/or repave and the extent of such improvements shall be in the sole discretion of the Township.

Commissioner Curley made a motion to approve as amended above, seconded by Commissioner Nagle.

Public Comment

Dan Baker, Welwyn Road – He inquired in regards to who was capturing the video as well as that the neighbors have not seen the agreement yet.

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

Q. Resolution #2017-27 - Ardrossan Phase 4 Lot Line Adjustment SALDO Application #2016-D-11 - Final – Preliminary/Final Lot Line Plan

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

John Snyder representing the applicant gave a brief background of the project. There was a brief discussion amongst the Commissioners, staff and the applicant.

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

R. Resolution #2017-28 - Appointment of Township Traffic Engineer

Commissioner Curley made a motion to approve, seconded by Commissioner Ahr. Motion passed 6-0 with Commissioner Higgins absent.

S. Resolution #2017-29 - Appointment of the Firm for Township Inspection Services

Rick Capone, President of QCI introduced himself and gave a brief background about his firm.

Commissioner Schaefer made a motion to approve, seconded by Commissioner Ahr. Motion passed 6-0 with Commissioner Higgins absent.

T. Resolution #2017-30 - Appointment of the Owner’s Representative & Inspection Firm for the Radnor Memorial Library Renovation and Expansion

Commissioner Schaefer made a motion to approve, seconded by Commissioner Ahr. Motion passed 6-0 with Commissioner Higgins absent.

PARKS & RECREATION

Commissioner Clark commented that the Daddy Daughter dance was a huge success with at least 200 people in attendance.

LIBRARY

Commissioner Booker commented that Construction is underway at the Library as well as a brief discussion in regards to the MOU with the Library. Steve Norcini commented as well in regards to mold that has been found during the construction.

PUBLIC HEALTH - None

Old Business

Commissioner Schaefer commented that constituents are reporting Commercial Vehicles in residential areas. There was a brief discussion amongst Commissioners and Staff and there was a sense of the Board for staff to report back with more information of possible solutions.

New Business

- *Motion to authorize the hiring of an independent certified environmental testing firm, to test the asphalt to be disposed and subsoil under the 13-acre parking lot construction area at Villanova University for*

not only asbestos, but other contaminants; including heavy metals, arsenic, hydrocarbons (oil) and other contaminants as may be recommended by the inspection company. One test sample per acre is suggested. – Requested by Commissioner Booker

There was an in depth discussion in regards to the need for environmental testing of the parking lot area which is under construction at Villanova University.

Commissioner Booker made a motion to authorize the hiring of an independent certified environmental testing firm, to test the asphalt to be disposed and subsoil under the 13-acre parking lot construction area at Villanova University for not only asbestos, but other contaminants; including heavy metals, arsenic, hydrocarbons (oil) and other contaminants as may be recommended by the inspection company. One test sample per acre is suggested with a not to exceed \$25,000, seconded by Commissioner Clark.

*Commissioner Ahr made a motion to extend the meeting for 15 minutes, seconded by Commissioner Clark.
Motion passed 7-0.*

Commissioner Ahr made a motion to amend original motion to hire a consultant and have them recommend to the Township what should be tested, seconded by Commissioner Curley. Motion failed 2-3 with Commissioners Booker, Clark and Nagle opposed; Commissioner Schaefer recused and Commissioner Higgins absent.

Commissioner Ahr called the vote on the original motion. Motion passed 4-1 with Commissioner Nagle opposed, Commissioner Schaefer recused and Commissioner Higgins absent.

Public Comment

Matthew McCaffrey, Ward 1- He commented that he is in not in support of the testing.

Jane Galli, Barcladen – She commented that she is in support of the testing.

Dan Sherry, Wayne – He commented in regards to Commissioner Schaefer participation in the above topic as well as his agreement with the wording of the motion.

Rick Leonardi – He commented that he is in support of the testing.

Toni Bailey – She thanked the Board for their support as well as commented in regards to the stream which is in the vicinity of the project as well.

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

This item will be moved to the next agenda.

Public Participation - None

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

Respectfully submitted,

Jennifer DeStefano

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

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

Commissioners Present

<i>Elaine Schaefer, President</i>	<i>Phil Ahr, Vice President</i>	<i>Donald Curley</i>	<i>Luke Clark</i>
<i>John Nagle</i>	<i>Richard F. Booker</i>	<i>James C. Higgins</i>	

Also Present: Robert A. Zienkowski, Township Manager; Peter Nelson, Township Solicitor; Steve Norcini, Director of Public Works; William Colarulo, Superintendent of Police; Robert Tate, Assistant Finance Director; Roger Philips, Township Engineer; Damon Drummond, Traffic Engineer and Jennifer DeStefano, Executive Assistant to the Township Manager.

President Schaefer called the meeting to order

Notice of Executive Session on February 27, 2017

All commissioners were in attendance at the February 27, 2017 Executive Session where matters of personnel and litigation were discussed.

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

Mr. Zienkowski asked if item I can be removed from the consent agenda and be placed in the Public Safety section.

Commissioner Ahr made a motion to approve excluding item i, seconded by Commissioner Clark. Motion passed 7-0.

1. Recognition of Women's Resource Center of the Delaware Valley

Lieutenant Flanagan, Radnor Police Department presented the Women's Resource Center with recognition for their Community Outreach.

2. Commendation to 1st Platoon Radnor Township Police Department

Superintendent Colarulo presented the 1st Platoon with commendations for an incident which occurred in January 2017.

~~3. Recognition of the Radnor Hotel – Daddy Daughter Dance~~

This item was removed from the agenda and will occur at a future meeting.

4. Public Participation

Ken Taylor, Willow Avenue – He spoke in regards to stormwater agenda items as he cannot stay for the meeting.

Laura Luker, Newtown Square – President of Radnor Conservancy – She spoke in regards to the trail projects.

Kate Latrano, Pine Tree Road – She would like to see on an upcoming agenda the speed humps and the other traffic calming measure that have been implemented on Pine Tree Road.

Leslie Morgan, Farm Road – She spoke in regards to proposed trail projects in the Township.

Roberta Winters, LWV – She spoke in regards to the proposed pedestrian bridge at Villanova University and the ornamentation on the bridge.

Michelle Hahn, Trianon – She spoke in regards to the ornamentation proposed on the pedestrian bridge at Villanova University.

Dan Sherry, Wayne – He spoke in regards to comments made by Radnor Conservancy earlier as well as commented about other items on the agenda this evening.

Commissioner Booker made a motion to table the last agenda item under “new business” pertaining to Pine Tree Road until the next meeting, seconded by Commissioner Clark. Motion passed 6-1 with Commissioner Nagle opposed.

5. Committee Reports

PERSONNEL & ADMINISTRATION

A. Resolution #2017-43 - Authorizing RETTEW to Perform Environmental Testing of the Villanova University Housing Site

Commissioner Schaefer commented that she will recuse herself from discussion and vote as she has a conflict.

Mr. Norcini gave a background of the details of the proposal. There was a brief discussion amongst the Commissioners, staff and Steve Gabriel representing RETTEW.

Commissioner Ahr made a motion to approve, seconded by Commissioner Booker.

Public Comment

Leslie Morgan, Farm Road – She is in support of the testing.

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

Dan Sherry, Wayne – He commented in regards to comments made by Commissioner Higgins and Nagle in discussions to this matter.

Sue Smith, Wister Road – She commented in regards to Mr. Sherry comments.

Jim Gingrich, St. David's – He commented in regards to the possibility of having air samples taken as well.

Commissioner Ahr called the vote, motion passed 4-2 with Commissioners Higgins and Nagle opposed and Commissioner Schaefer recusal.

B. Reappointments to Boards and Commissions - Reappoint Michael Antonoplos to a second term on CARFAC

Commissioner Ahr made a motion to approve, seconded by Commissioner Schaefer. Motion passed 7-0.

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)

Representatives from Wayne Senior Center, Surrey Services, Radnor Memorial Library, Wayne Art Center, Radnor Studio 21, Radnor Historical Society and Radnor Fire Company briefly discussed their services within Radnor Township and the use/impact of the funds received annually from the Township to their organizations. Bryn Mawr Fire Company was not in attendance.

D. Discussion and Possible Motion to Appoint Ethics Board Solicitor

Commissioner Schaefer commented that she will not participate in the discussion or any possible actions pertaining to this agenda item.

Commissioner Booker raised concern for point of order that this item has been resolved in Executive Session and does not need to be discussed. There was a brief discussion which followed.

Commissioner Booker made a motion to remove this item from the agenda. Motion failed for lack of a second.

Commissioner Higgins made a motion to appoint James Garrity, Wisler Pearlstine to the Ethics Board, seconded by Commissioner Nagle.

Commissioner Higgins briefly discussed Mr. Garrity professional background. There was a brief discussion amongst the Commissioners.

Public Comment

Dan Sherry, Wayne – He commented in regards to above discussions.

Commissioner Ahr called the vote, motion failed 3-3 with Commissioners Booker, Clark and Curley opposed.

Commissioner Curley made a motion to appoint Mr. Michael Torchia to the Ethics Board Solicitor, seconded by Commissioner Clark.

Public Comment

Rick Leonardi, Aldwyn Lane – He commented in regards to the motions for appointment.

Dan Sherry, Wayne – He commented in regards to comments made by Commissioner Nagle at a previous meeting in regards to this matter.

Mr. Zienkowski commented that he was directed by the Board to bring Solicitor names forward to the Commissioners.

Commissioner Ahr called the vote, motion failed 3-3 with Commissioners Higgins, Ahr and Nagle opposed.

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

Commissioner Booker gave a brief background of the agenda item. There was an in depth discussion amongst the Commissioners, staff and the Township Solicitor. Commissioner Curley requested that Mr. Zienkowski and the Township Solicitor bring back to the Board the remedy to address the policy not being followed for six years and a discussion in regards to revoking the policy.

Public Comment

Dan Sherry, Wayne – He commented that it is his opinion that Commissioner Schaefer has an apparent conflict with the University of Penn.

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

Commissioner Schaefer made a motion to adopt, seconded by Commissioner Nagle. Motions passed 5-0 with Commissioners Ahr and Curley out of the room for the vote.

li. 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

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

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

Commissioner Ahr made a motion to adopt, seconded Commissioner Schaefer. Motion passed 5-2 with Commissioners Nagle and Booker opposed.

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

Commissioner Schaefer has recused herself as she has a conflict.

Peter Nelson, Township Solicitor gave a background of the above agenda item. There was an in depth discussion amongst the Commissioners, staff, Township Solicitor and representatives of Villanova.

Due to the lateness of the hour, Commissioner Curley made a motion to table items K & L pertaining to Stormwater, seconded by Commissioner Higgins. Motion passed 6-1 with Commissioner Booker opposed.

There was further in depth discussion in regards to the ornamentation proposed on the pedestrian bridge at Villanova University.

Public Comment

Jane Galli, Rosemont – She commented in regards to her disagreement with the size of the crosses.

Carol, Debaren Lane – She in support of the ornamentation proposed on the bridge.

Rick Leonardi, Aldwyn Lane – He is not in support of the ornamentation on the bridge.

Sara Pilling, Garrett Avenue – She would prefer to see the crosses built into the bridge and not on top of it.

Jim Gingrich, St. David’s – He is in support of the architectural aspect of the crosses.

Commissioner Ahr made a motion that the Board approves the DRB approval with conditional approval that the Township works with Villanova to ensure the safety of the ornaments and the pedestal that they site, seconded by Commissioner Clark. Motion failed 2-3-1 with Commissioners Higgins, Curley and Nagle opposed, Commissioner Booker abstaining and Commissioner Schaefer recusal.

Commissioner Curley made a motion to approve the bridge as submitted, seconded by Commissioner Higgins. Motion passed 6-0 with Commissioner Schaefer recusal.

PUBLIC WORKS & ENGINEERING

I. SALDO Application #2016-D-13 - Caucus – Final Land Development Plan– Academy of Notre Dame de Namur

Nick Caniglia, representing the applicant gave a brief explanation of the proposed plan. 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.

J. SALDO Application #2015-D-11 - Caucus – Final Land Development Plan – 427 E. Lancaster Avenue

George Broseman representing the applicant gave a brief explanation of the proposed plan. 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. There was a brief discussion.

Commissioner Clark made a motion to extend the meeting to 11:15 PM, seconded by Commissioner Ahr. Motion passed 4-3 with Commissioners Higgins, Curley and Nagle opposed.

K. Presentation of the Township Wide Flood Assessment by Daniel Wible, PE, of CH2M

Tabled to a later meeting

L. Discussion and Possible Motion Amending the Ordinance Establishing the Stormwater Management Advisory Committee

Tabled to a later meeting

M. Motion to Proceed with the Design & Engineering of the Ardrossan Trail

Commissioner Curley made a motion to table. Motion failed for lack of a second.

Rick Trailes, National Land Trust made a brief presentation with an update of the Ardrossan Trail Project which can be found on the Township website. There was a brief discussion amongst the Commissioners and Mr. Trailes.

Commissioner Schaefer made a motion to proceed with the Design & Engineering of the Ardrossan Trail project as presented with an engineering contract brought back to the Board for approval, seconded by Commissioner Nagle.

Public Comment

Dan Sherry, Wayne – He commented in regards to more time needed to discuss the above as well as depiction of the parking needing to more clear.

Lisa Goldstein, Malin Road – She commented in regards to her support of the trails.

Commissioner Schaefer called the vote, motion passed 6-1 with Commissioner Booker opposed.

LIBRARY - None

PUBLIC HEALTH - None

PARKS & RECREATION - None

Old Business

None

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

Roberta Winters, Williams Road – She commented in regards to the ornamentation proposed on the pedestrian bridge at Villanova University.

Jim Yannopolis, Braxton Road – He commented in regards to his appreciation of the environmental testing at the parking lot at Villanova University.

Dan Sherry, Wayne – He commented in regards to agendas and public information. He also commented in regards to earlier public comment.

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

*Respectfully submitted,
Jennifer DeStefano*

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
March 13, 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>

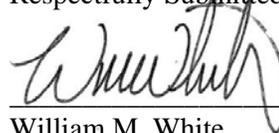
Fund (Fund Number)	2017-2D February 24, 2017	2017-3A March 3, 2017	Total
General Fund (01)	\$48,298.01	\$203,791.74	\$252,089.75
Sewer Fund (02)	1,773.24	2,951.27	4,724.51
Storm Sewer Management (04)	0.00	10,256.19	10,256.19
Capital Improvement Fund (05)	104,745.17	745.59	105,490.76
Police Pension Fund (07)	0.00	4,715.79	4,715.79
OPEB Fund (08)	34,550.65	807.28	35,357.93
Civilian Pension Fund (11)	0.00	4,203.09	4,203.09
Police K-9 Fund (17)	427.47	0.00	427.47
\$8 Million Settlement Fund (18)	2,518.32	0.00	2,518.32
The Willows Fund (23)	612.50	318.66	931.16
Library Improvement Fund (500)	64,550.25	50,164.93	114,715.18
Total Accounts Payable Disbursements	\$257,475.61	\$277,954.54	\$535,430.15
<i>Electronic Disbursements</i>	n/a	n/a	1,011,000.00
Grand Total	\$257,475.61	\$277,954.54	\$1,546,430.15

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 27, 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 *
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
Payroll [Bi-Weekly] Transaction - Estimated	01-various	3/23/2017	Salaries and Payroll Taxes - General Fund	\$485,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	3/23/2017	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	3/23/2017	Salaries and Payroll Taxes - K-9 Fund	\$500.00
Period Total				\$1,011,000.00

Submitted:



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

<u>Original Estimate</u>			<u>Actual Amount</u>
\$485,000.00	2/23/2017	Salaries and Payroll Taxes - General Fund	\$422,217.76
\$17,500.00	2/23/2017	Salaries and Payroll Taxes - Sewer Fund	\$14,240.99
\$500.00	2/23/2017	Salaries and Payroll Taxes - K-9 Fund	\$274.42
\$503,000.00			\$436,733.17
\$186,839.03	3/1/2017	Police Pension Payroll	\$186,839.03
\$130,000.00	3/1/2017	Civilian Pension Payroll	\$137,857.97
\$316,839.03			\$324,697.00

**RESOLUTION 2017-40
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA. APPOINTING PFM AS FINANCIAL ADVISOR TO THE
TOWNSHIP**

WHEREAS, the Township currently has six outstanding bond issues including Series 2012, 2013, 2014, 2015, 2015(A) and 2016; and

WHEREAS, the Government Finance Officers Association (GFOA) has recommended, through their best practice publications, that municipal issuers should engage a financial advisor to assist in the issuance, management and disclosure of municipal bond issues, and

WHEREAS, the Administration has evaluated the need for a financial advisor for several years and have determined that engaging a financial advisor is the most fiscally responsible way to proceed; and

WHEREAS, the Township solicited for request for proposals in the fall of 2014 for financial advisor services; and

WHEREAS, the Township selected PFM out of the proposals received to serve as pricing and disclosure agent for the Series 2014, 2015, 2015(A) and 2016 bonds and were extremely satisfied with their performance and wish to further engage PFM as financial advisor to the Township moving forward; and

WHEREAS, the Township requires market specific expertise from time to time while working on a variety of projects ranging from financing, to capital planning, to rating methodologies, to other projects, and PFM has demonstrated their strong grasp of those concepts.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township Manager to engage PFM as financial advisor.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of March, 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 15, 2017

TO: Board of Commissioners

FROM: William M. White, Finance Director 

LEGISLATION: Resolution #2017-40 authorizing the Township Manager to engage PFM as Financial Advisor to the Township for matters relating to financial management, budget and strategic advice and planning, and other services relating to debt issuance and management.

LEGISLATIVE HISTORY: The Township has six outstanding bond issues: Series 2012, 2013, 2014, 2015, 2015(A), and 2016. Previously, the Series 2009 and 2010 issues were done using PFM as financial advisor while the 2010, 2012, 2013, 2014, 2015, 2015(A), and 2016 issues were all done without a financial advisor (negotiated directly with the underwriter, Boenning & Scattergood). The Series 2014, 2015, 2015(A), and 2016 bond issues included PFM as pricing and disclosure agent.

At the same time, the Township has authorized certain projects that require input from PFM based on their expertise in market conditions, rating agency methodology, and financing best practices.

PURPOSE AND EXPLANATION: The Government Finance Officers Association (GFOA) is the leading advisory organization in America for all things municipal finance officers deal with. Municipal debt is an area where the GFOA has provided a great deal of guidance. Specifically, GFOA has published five best practices relating to the issuance of municipal debt. In all cases, GFOA strongly recommends that “issuers hire a municipal advisor prior to the undertaking of a debt financing...” The Administration and CARFAC have evaluated the need for a financial advisor (FA) through each of our bond issuances over the past four years, and our conclusion is that an FA is the most financially responsible way to proceed.

Further, as part of the Series 2014 Open Space Bonds, the Township solicited RFP’s for financial advisory services, with a narrowed scope of providing pricing and disclosure assurances. The Board of Commissioners, at the Administration’s and CARFAC’s recommendation, engaged PFM to serve in that capacity for the 2014, 2015 and 2016 bond transactions.

PFM’s performance in each of the matters they have been engaged in, including the 2014, 2015 and 2016 bond issues provided the confidence to recommend that the Township engage them in a more comprehensive FA role moving forward. To that end, the Administration is recommending that the Township add PFM to the municipal bond team that currently includes Cozen O’Connor as Bond Counsel.

FISCAL IMPACT: The fiscal impact will depend on the engagement’s time and complexity. The agreement includes fixed pricing for certain financing transactions. For all other engagements, the Township will enter into specific agreements with specific pricing. Any of those engagements that exceed the Township Manager’s spending threshold of \$7,500 will require Board approval.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt Resolution #2017-40 at the March 13, 2017 meeting.

**RESOLUTION 2017-44
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO PURCHASE AND
REPLACE PARK BENCHES AT ODORISIO PARK.**

WHEREAS, Radnor Township desires to replace the park benches at Odorisio Park near the baseball field for spectators in order to improve the safety and condition of the benches; and

WHEREAS, Radnor Township has designated the appropriate funding for the purchase of the park benches at Odorisio Park as part of the 2017 Capital Budget/Park Improvements; and

WHEREAS, the Board of Commissioners desires to approve the proposed contract for purchase from the Pennsylvania State Purchasing Contract (COSTARS) in accordance with the Home Rule Charter of Radnor Township.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Radnor Township does hereby approve the purchase and replacement of park benches at Odorisio Park from General Recreation, Inc. through the Pennsylvania State Contract COSTARS as outlined below:

Vendor:	General Recreation, Inc. - Vendor #122659
Contract #:	Costars - 014-071
Amount:	\$11,517.50 (11 total benches)

SO RESOLVED this 13th day of March, 2017.

TOWNSHIP OF RADNOR

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

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

Radnor Township
PROPOSED LEGISLATION



DATE: March 7, 2017

TO: Board of Commissioners

FROM: Tammy Cohen, Recreation & Community Programming Director

Ⓟ

LEGISLATION: Resolution #2017-44 Authorizing the Township to Purchase and Replace Park Benches at Odorisio Park.

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

PURPOSE AND EXPLANATION: Request is being made to authorize the Township to purchase and replace the park benches located at the baseball field for spectators at Odorisio Park. This purchase will be made from General Recreation, Inc. through the Pennsylvania State Purchasing Contract (COSTARS). Replacement of the park benches will improve the safety and condition of the benches along with the overall aesthetics at the park. Eleven total 6' benches will be installed at the park with each one featuring 12-gauge slotted steel seating and solid cast aggregate ends (made of durable epoxy resin). The benches will be installed on a leveled, hardened earth surface. Purchase and replacement of the park benches for Odorisio Park will provide highly utilized assets for the community at a popular baseball field in Radnor Township.

IMPLEMENTATION SCHEDULE: Replacement of the park benches at Odorisio Park will take place in the spring 2017. Shipping will take 4-6 weeks and the project is estimated to begin in April.

FISCAL IMPACT: The cost for the purchase and replacement of the park benches has been budgeted in the 2017 Capital Budget under Park Improvements:

Vendor:	General Recreation, Inc. - Vendor #122659
Contract #:	Costars - 014-071
Amount:	\$11,517.50 (11 total park benches)

RECOMMENDED ACTION: I would like to respectfully request that the Board approve Resolution #2017-44 authorizing the Township to purchase and replace park benches at Odorisio Park.

Quote



Quote

GENERAL RECREATION, INC.

Please confirm billing and shipping addresses below:

I N V O I C E	Radnor Township _____ 301 Iven Ave _____ Wayne PA 19080 _____ _____ _____ ZIP CODE	S H I P T O	Radnor Township - Odorisio Park _____ 418 Fairview Road _____ Wayne, PA 19087 _____ _____
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PO# _____	Salesperson: Will Hemler	Net/30 Prepay <input checked="" type="checkbox"/> _____
Comm. Carrier <input checked="" type="checkbox"/>	UPS _____	Prices are: Delivered <input checked="" type="checkbox"/> Plus Ship Charges _____
Date Wanted: ASAP _____ HOLD _____ Spec Date: TBD	Ship: Truckload _____ Comm. Carr. <input checked="" type="checkbox"/>	
Freight: Prepay & Add <input checked="" type="checkbox"/> Prepaid _____ C.O.D. _____	Call Before Delivery Tim Knupp - 717-578-0530 (Installer)	

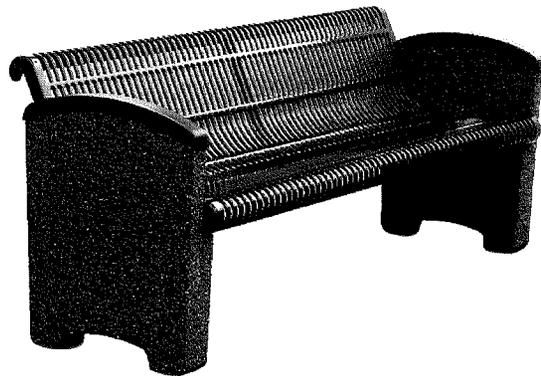
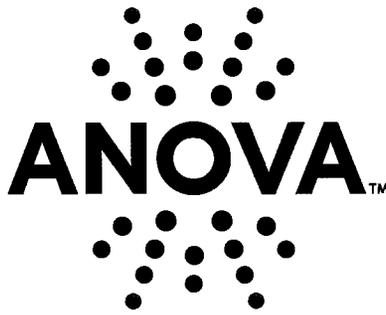
		Customer Cost		
Quan	Stock No.	DESCRIPTION	EACH	TOTAL
		Anova Site Furnishings		
11	TSSCBEN6	6' Bench with Slotted Steel Seat - Solid Ends. Balance & Style Seat	\$797.50	\$8,772.50
		Color: Seat/Brown. Stone/CoffeeBean. Armrest/Brown		
1	FRT	Freight		\$1,040.00
	INSTALL	Complete Installation - Estimated at 2 Days. Includes Forklift & Operator.		\$1,705.00
		Grand Total		\$11,517.50

Terms: **X Net 30** 50% Depoist/Balnace 30 Days
 Proposal does not include sales tax if applicable, unloading, storage or installation unless listed above.
 Freight charge does not include liftgate service or expediated delivery if needed.
 Lead Time: Will Advise.
 Quote is valid 90 Days.
 Proposal pricing as per Pennsylvania COSTARS-014-071 Recreational & Fitness Equipment. Vendor #122659.

To confirm order, please sign and return to our office.

Signature _____ Date: _____

For Questions Regarding This Proposal, Please Call Will Hemler 610.304.1973
 P.O. Box 440 Newtown Square, Pennsylvania 19073
 Office: 800.726.4793 Fax: 610.353.5161
 Email: will@gen-rec.com



TSSCBEN6
BALANCE CONTOUR BENCH
 contour slotted steel bench with
 solid cast aggregate end panels and
 plastic armrests

Hold Down Kit Accessories PCSHLD

211 North Lindbergh Blvd.
 St. Louis, MO 63141
 888.535.5005 tel
 314.754.0835 fax
 specify@anovafurnishings.com
anovafurnishings.com

Material

The bench seat is 6' long and made of 12-gauge slotted steel with a .44" gap slotted pattern. The seat is protected by Fusion Advantage™, a plastisol coating with an average .125" thickness and a high-gloss powder coat. The bench seat will support 200 lbs per linear foot.

The bench end panels are solid cast aggregate and feature plastic armrests. They are designed to be portable, allowing for flexibility in placement.

Finish

Fusion Advantage is a heat fused plastisol coating that creates an impervious rustproof barrier and resists UV deterioration, mildew, staining and fading.

The finish has been tested to the requirements of ASTM E1354 and is determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.

The aggregate is cast in a durable epoxy resin that remains clear and bright throughout its life.

Color

See website or sales representative for color choices.

Assembly

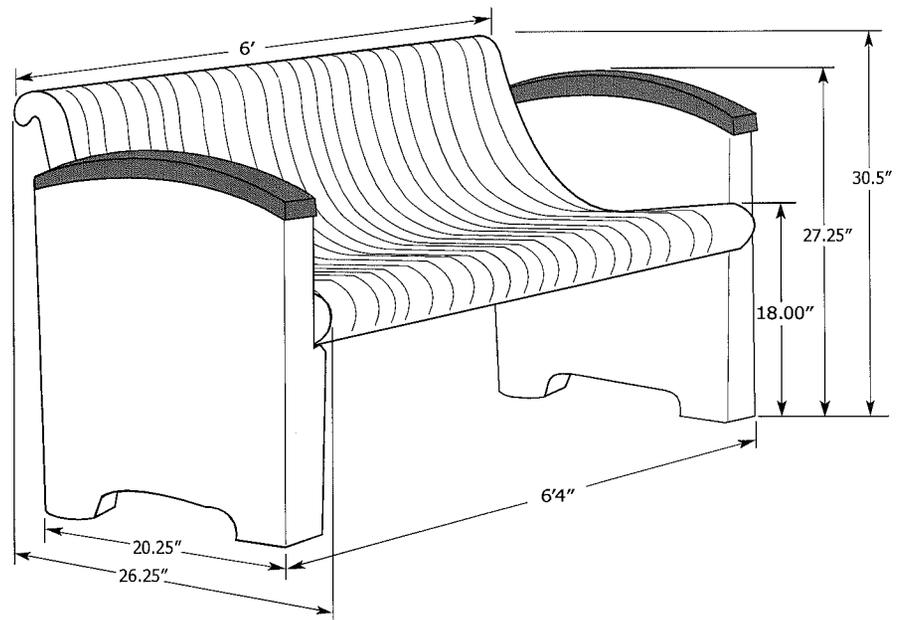
The benches require some assembly.

Maintenance

Maintenance-free. To clean, spray with a power washer.

Warranty

5-year limited structural warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



Shipping Information

Unit Wt.	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units per Pallet	Pallet Wt. (36" x 36")	Total No. Pkgs	Shipping Class
293 lbs	N/A	315 lbs/unit	30 cu. ft.	1	29 lbs	2	70

RESOLUTION NO. 2017-36

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING THE
TOWNSHIP TO SUBMIT A TRAFFIC SIGNAL
APPLICATION FOR LANCASTER AVENUE (SR 0030) AND OLD EAGLE SCHOOL
ROAD/SUGARTOWN ROAD (SR 1044) TO THE PENNSYLVANIA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the Township wishes to proceed with the design of a modified traffic signal at Lancaster Avenue (SR 0030) and Old Eagle School Road/Sugartown Road (SR 1044); and

WHEREAS, the traffic signal's design must be approved by the Pennsylvania Department of Transportation

WHEREAS, the Pennsylvania Department of Transportation requires a resolution noting the authority of the Board of Commissioners and its President to submit an application for Traffic Signal Approval; and

WHEREAS, the Board of Commissioners of Radnor Township, Delaware County is hereby resolved by the authority of the same; and

WHEREAS, the President of the Board of Commissioners of Radnor Township is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation on behalf of Radnor Township; and

WHEREAS, the President of the Board of Commissioners of Radnor Township is authorized and directed to sign the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation on behalf of Radnor Township

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby approve and authorize the aforementioned regarding the submission of a traffic signal permit for Lancaster Avenue (SR 0030) and Old Eagle School Road/Sugartown Road (SR 1044).

SO RESOLVED this 13th day of March, A.D., 2017

RADNOR TOWNSHIP

By: _____

Name: Elaine P. Schaefer

Title: President

ATTEST: _____

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED MOTION

DATE: March 6th, 2016

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager

LEGISLATION: Resolution 2017-36: Intersection of Lancaster Avenue & Old Eagle School Road, Pennsylvania Department of Transportation T160, Application for Traffic Signal

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

PURPOSE AND EXPLANATION: Summit Realty Advisors, LLC intends on redeveloping an existing site and constructing a 12,900 SF drive-through CVS Pharmacy on the northwestern corner of Lancaster Avenue (SR 0300) and Old Eagle School Road/Sugartown Road (SR 1044) in Tredyffrin Township, Chester County, PA. The traffic impact from the proposed pharmacy requires a highway occupancy permit for the proposed full access to Old Eagle School Road (SR 1044) including traffic signal improvements at the intersection of Lancaster Avenue (SR 0030) and Old Eagle School Road/Sugartown Road (SR 1044). Gilmore & Associates, Inc. through an escrow reimbursement agreement with the applicant has reviewed the traffic impact study, traffic signal timing calculations, and traffic signal permit plan revisions and indicates the applicant has satisfied all comments related to the traffic signal improvements. The attached "T160" form outlines maintenance requirements by the Township, in regards to the signal.

IMPLEMENTATION SCHEDULE: If approved by the Board of Commissioners, the T160 will be executed and submitted to Penn DOT.

FISCAL IMPACT: There is no additional fiscal impact to the Township by passing this Resolution. The Township has been responsible for the maintenance and upkeep of the current intersection, and will continue to do so for the proposed intersection.

RECOMMENDED ACTION: *I respectfully request that the Board approve Resolution #2017-36 authorizing approval for the Township to submit a Traffic Signal Application for the intersection of Lancaster Avenue (SR 0030) and Old Eagle School Road/Sugartown Road (SR 1004).*

MOVEMENT OF LEGISLATION: It is being requested the Board of Commissioners approve this Resolution.

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Stephen F. Norcini, PE Title : Director of Public Works
Municipal Name : Radnor Township
Municipal Address : 301 Iven Ave, Wayne, PA 19087
Municipal Phone Number : (610) 688-5600 Alternative Phone Number : 610.721.1076
E-mail Address : snorcini@radnor.org
Municipal Hours of Operation : Monday-Friday 7 a.m. - 3:30 p.m.

B - Application Description

Location (*intersection*) : Lancaster Avenue (S.R. 003) and Old Eagle School Road/Sugartown Road (SR 1044)
Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 63-0531
Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : I-0143
If YES, provide locations of all signalized intersections in system.
Lancaster Ave (SR 0030) and Old Eagle School Road/Sugartown Road (SR 1044), Lancaster Ave (SR 0030) and Eagle Road/Conestoga Road
Explain the proposed improvements :
Widen southbound approach and northwest corner, replace mast arm and pedestrian facilities on northwest corner, replace loop sensors with video detection.
Associated with Highway Occupancy Permit (HOP)? : YES NO IF YES, HOP Application # : 110159

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____
Maintenance and Operations Contact Name : Stephen F. Norcini P.E. Company/Organization : Radnor Township
Phone # : 610-688-5600 Alternative Phone # : 610-721-1076 E-mail : snorcini@radnor.org

D - Attachments Listing

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input checked="" type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Stephen F. Norcini, PE

Date : March 13th, 2017

Signed By : _____

Witness or Attest : _____

Title of Signatory : Director of Public Works

Title of Witness or Attester: _____

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <u>EQUIPMENT FAILURE</u>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping



County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":
Signal Maintenance Organization**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: February 17, 2017

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

From: Amy B. Kaminski, P.E., PTOE, G&A
Transportation Services Manager

cc: Damon Drummond, P.E., PTOE, G&A

Reference: Lancaster Ave (SR 0030) & Old Eagle School Rd/Sugartown Rd (SR 1044)
Tredyffrin CVS Pharmacy Traffic Signal Design
Radnor Township, Delaware County, PA
G&A File No. 16-07008

As requested, Gilmore & Associates Inc. has conducted a review of the Traffic Signal Permit changes submitted for an intersection located in Radnor Township while the subject property is located at the intersection of Lancaster Avenue (S.R. 0030) and Old Eagle School Road/Sugartown Road (S.R. 1044) in Tredyffrin Township, Delaware County and offers the following for your consideration:

- I. Reviewed Documents
 - A. Proposed Signal Permit Plan – File #0531
 - B. Proposed Signal Construction Plan – File #0531
 - C. Response letter prepared by Traffic Planning and Design, Inc., prepared for Radnor Township dated January 26, 2017.
 - D. Email dated January 23, 2017 from General Highway Products.

- II. Comments:
 - A. Traffic Signal Design Review
 1. The queue analysis for the future conditions indicates the queues exceed the available left-turn lane storage lengths for the northbound and southbound approaches. The applicant has noted queues may increase 1 to 2 vehicles (25 to 50 feet) under future with development conditions vs future without development conditions. The capacity analysis also indicates drops in level of service and increase in delay for individual movements for future with

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901
Phone: 215-345-4330 | Fax: 215-345-8606

www.gilmore-assoc.com

development conditions. We note there are physical constraints at the intersection, the intersection is along the municipal line and the intersection is at two intersecting state roadways. We recommend the applicant provide a 6 month post-construction traffic study to determine if the timings are adequate for this intersection.

2. The Traffic Signal Plan design has been reviewed and all comments have been addressed.

If you have any questions, please do not hesitate to contact our office.

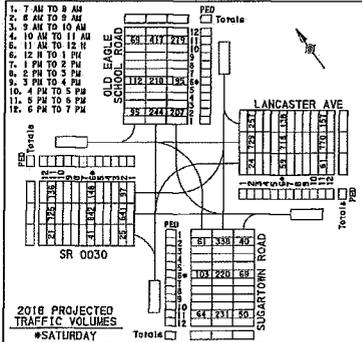
MOVEMENT, SEQUENCE AND TIMING DIAGRAM

PHASE	1+6	2+8	2+5	4+7	4+8
1	G	G	Y	R	R
2	G	G	Y	R	R
3	R	R	R	G	Y
4	R	R	R	G	Y
5,6	R	R	R	R	R
7	R	R	R	R	R
8	R	R	R	R	R
9,10*	M	F	H	H	H
11,12*	H	H	H	H	H
13,14*	H	H	H	H	H
15,16*	H	H	H	H	H
SIGN D	OFF	OFF	OFF	OFF	OFF
FIXED	4	2	4	2	4
MINIMUM	3	10	3	3	3
PASSAGE	3	3	3	3	3
MAXIMUM 1	7	30	10	12	23
MAXIMUM 2	13	56	13	20	43
PEDESTRIAN*	①	7 13	NL	②	7 16
MEMORY	NL	MN	NL	NL	NL

OPERATION NOTES

- TIMING WILL BE AS SHOWN IN PHASE 2+5. IT MAY TIME OUT IN THIS PHASE OR IN PHASE 2+8.
 - TIMING WILL BE AS SHOWN IN PHASE 4+8. IT MAY TIME OUT IN THIS PHASE OR IN PHASE 4+7.
 - G IF FOLLOWED BY PHASE 2+6
 - G IF FOLLOWED BY PHASE 2+6
 - G IF FOLLOWED BY PHASE 4+8
 - G IF FOLLOWED BY PHASE 4+8
 - M IF FOLLOWED BY PHASE 2+6
 - M IF FOLLOWED BY PHASE 4+8
- SIGNAL TO DWELL IN PHASE 2+6 UNTIL ACTUATED BY PHASE 4, 7, OR 8
- PED RECYCLE FOR PHASE 2+6

- UPON PEDESTRIAN ACTUATION ONLY, OTHERWISE HAND SYMBOL AT ALL TIMES
- REFER TO SYSTEM PERMIT #1-0143 FOR PROGRAM TIMES AND TIME-OF-DAY OPERATION
- PEDESTRIAN COUNTDOWN TIMER TO COUNTDOWN DURING FLASHING HAND INTERVAL



GENERAL NOTES

NO MODIFICATIONS OF THIS INSTALLATION ARE PERMITTED UNLESS PRIOR APPROVAL IS GRANTED IN WRITING BY A REPRESENTATIVE OF THE DEPARTMENT OF TRANSPORTATION.

ALL MAINTENANCE WORK INCLUDING TRIMMING OF TREES NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS IS THE RESPONSIBILITY OF THE PERMITTEE.

ALL SIGNS AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING ARE CONSIDERED PART OF THE PERMIT AND SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH PUBLICATION NO. 212.

POST MOUNTED SIGNALS SHALL BE INSTALLED WITH THE SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB OR THE EDGE OF THE SHOULDER. SUPPORT POLES FOR OVERHEAD SIGNALS SHALL ALSO HAVE A MINIMUM CLEARANCE HORIZONTALLY OF 2 FEET.

SIGNALS ERECTED OVER THE ROADWAY SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 16 FT. ABOVE THE ROADWAY. POST MOUNTED SIGNALS SHALL BE A MINIMUM OF 8 FT. ABOVE THE SIDEWALK OR PAVEMENT.

ALL OVERHEAD SIGNALS MUST BE RIGIDLY MOUNTED, TOP AND BOTTOM, AND EQUIPPED WITH BACKPLATES.

THE MINIMUM HORIZONTAL DISTANCE BETWEEN SIGNALS MEASURED AT RIGHT ANGLES TO THE APPROACH SHALL BE 6 FEET.

EXACT LOCATION OF DETECTORS SHALL BE DETERMINED PRIOR TO INSTALLATION BY A REPRESENTATIVE OF PERMITTEE.

CURBING TO BE INSTALLED BY MUNICIPALITY AND WHERE NOTED, SHALL BE PLAIN CEMENT CONCRETE CURB OR GRANITE CURB, INSTALLED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS FORM 408.

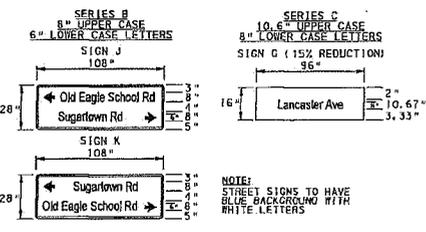
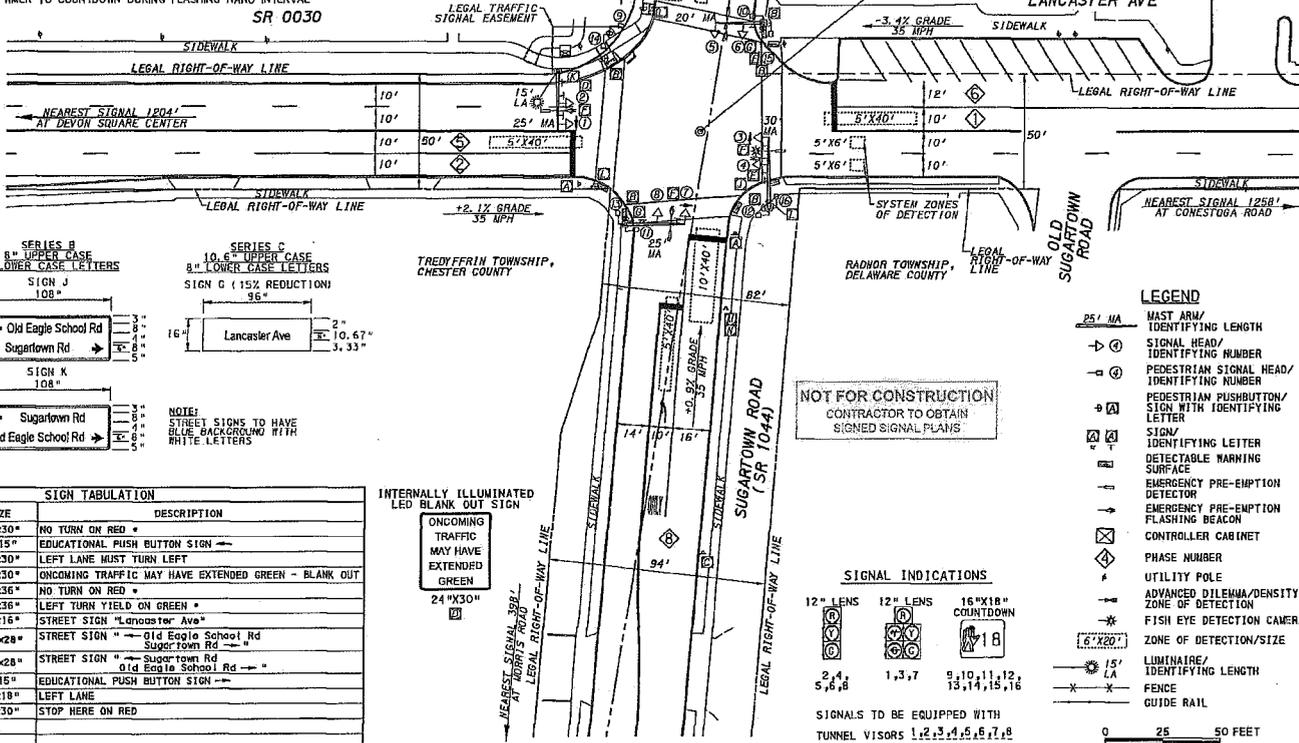
PRIOR TO INSTALLATION THE CONTRACTOR SHALL CONSULT WITH THE LOCAL OFFICIAL AND UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.

THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITTEE COMPLIES WITH THE PROVISIONS OF THE LATEST AMENDMENT TO ACT 201, PREVENTION OF DAMAGE TO UNDERGROUND UTILITIES, DATED DECEMBER 20, 1974.

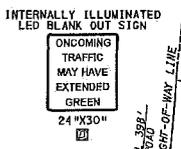
WHEN LIQUID FUELS MONEY IS USED, SIGNAL INSTALLATION MUST CONFORM TO FORM 408 AND A COPY OF THE PROPOSED SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT TRAFFIC UNIT FOR REVIEW PRIOR TO BIDDING.

PERMITTEE SHALL OBTAIN A HIGHWAY OCCUPANCY PERMIT FOR ANY CHANGES IN INTERSECTION GEOMETRY REGARDING EXCAVATION.

CURBING INSTALLED IN BITUMINOUS ROADWAY LESS THAN 5 YEARS OLD, OR CONCRETE ROADWAY REGARDLESS OF AGE, MUST BE GORED OR JACKED UNDER THE ROADWAY. INSTALL IN ACCORDANCE WITH TRAFFIC SIGNAL STANDARDS TC-8000 SERIES.

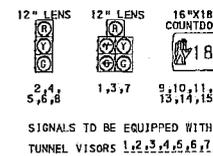


PLAN SYMBOL	SERIES	SIZE	DESCRIPTION
①	R10-11	24"x30"	NO TURN ON RED *
②	R10-3E(L)	9"x15"	EDUCATIONAL PUSH BUTTON SIGN
③	R3-TL	30"x30"	LEFT LANE MUST TURN LEFT
④	M25-2	24"x30"	ONCOMING TRAFFIC MAY HAVE EXTENDED GREEN - BLANK OUT
⑤	R10-11	30"x36"	NO TURN ON RED *
⑥	R10-12	30"x36"	LEFT TURN YIELD ON GREEN *
⑦	D3-4	96"x16"	STREET SIGN "Lancaster Ave"
⑧	D3-5	108"x28"	STREET SIGN "Old Eagle School Rd Sugaratown Rd"
⑨	D3-5	108"x28"	STREET SIGN "Sugaratown Rd Old Eagle School Rd"
⑩	R10-3E(R)	9"x15"	EDUCATIONAL PUSH BUTTON SIGN
⑪	R10-6-1	24"x18"	LEFT LANE
⑫	R10-6AL	24"x30"	STOP HERE ON RED



NOT FOR CONSTRUCTION
CONTRACTOR TO OBTAIN
SIGNED SIGNAL PLANS

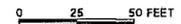
SIGNAL INDICATIONS



LEGEND

- 25' MA WEST ARW IDENTIFYING LENGTH
- ① SIGNAL HEAD IDENTIFYING NUMBER
- ② PEDESTRIAN SIGNAL HEAD IDENTIFYING NUMBER
- ③ PEDESTRIAN PUSHBUTTON/SIGN WITH IDENTIFYING LETTER
- ④ SIGN IDENTIFYING LETTER
- ⑤ DETECTABLE WARNING SURFACE
- ⑥ EMERGENCY PRE-EMPTION DETECTOR
- ⑦ EMERGENCY PRE-EMPTION FLASHING BEACON
- ⑧ CONTROLLER CABINET
- ⑨ PHASE NUMBER
- ⑩ UTILITY POLE
- ⑪ ADVANCED DILEMMA/DENSITY ZONE OF DETECTION
- ⑫ FISH EYE DETECTION CAMERA
- ⑬ ZONE OF DETECTION/SIZE
- ⑭ LUMINAIRE IDENTIFYING LENGTH
- ⑮ FENCE
- ⑯ GUIDE RAIL

SIGNALS TO BE EQUIPPED WITH TUNNEL VISORS 1,2,3,4,5,6,7,8



SYSTEM PERMIT # 1-0143

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
ENGINEERING DISTRICT 6-0

COUNTY: DELAWARE/CHESTER

MUNICIPALITY: RADNOR/TREDFRIN TOWNSHIPS

INTERSECTION: LANCASTER AVE (SR 0030) & OLD EAGLE SCHOOL ROAD/SUGARTOWN ROAD (SR 1044)

REVIEWED: _____ DATE _____

MUNICIPAL OFFICIAL: _____ DATE _____

RECOMMENDED: PAUL M LUTZ 11/24/08

LOUIS R BELMONTE 11/24/08

DISTRICT TRAFFIC ENGINEER

NO	REVISION	DATE	REVW	DATE	RECD	DATE
1	AS-BUILT DRAWING	MCM 03/05/12	LUTZ	03/12/12	LRB	03/12/12
2	ADD TIES BEH VISIBLE & 1 FT					
3	NEW SIG EQUIP. ON IN CORNER					
4						
5						
6						
7						
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SHEET 2 OF 3 PERMIT # 63-0531 FILE # 0531

ALL WORK SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES AND STRUCTURES, 2011 EDITION, LATEST REVISIONS.

RESOLUTION NO. 2017-48

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE AWARD OF THE DESIGN CONTRACT FOR
THE LEFT HAND TURN SIGNAL, CONESTOGA AND SPROUL ROADS, TO
GILMORE & ASSOCIATES IN THE AMOUNT OF \$55,000**

WHEREAS, at the intersection of Sproul Road and Conestoga, it was determined that a dedicated left hand turn phase, from east bound Conestoga Road to north bound (left) Sproul Road would relieve congestion

WHEREAS, Staff Traffic Committee and staff recommend this project

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Award the Design Contract for the Left Hand Turn Signal, Conestoga and Sproul Roads, to Gilmore & Associates, in the amount of \$55,000.

SO RESOLVED this 13th Day of March, A.D., 2017

RADNOR TOWNSHIP

By: _____

Name: Elaine P. Schaefer

Title: President

ATTEST: _____

Robert A. Zienkowski

Manager/Secretary

Radnor Township
PROPOSED MOTION

DATE: March 6, 2017

TO: Radnor Township Board of Commissioners

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

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

LEGISLATION: Resolution 2017-48: Award of the Design Contract for the Left Hand Turn Signal, Conestoga and Sproul Roads, to Gilmore & Associates

LEGISLATIVE HISTORY: This project was before the Board of Commissioners in 2016, in the Capital portion, of the 2017 Board of Commissioners Adopted Comprehensive Budget (please see attached capital project budget sheet).

PURPOSE AND EXPLANATION: The project entails providing for a dedicated left hand turn signal for motorists travelling east bound on Conestoga Road (SR 1019) and proceeding left (north bound) on Sproul Road (SR 0320). This project was brought forth and recommended by Staff Traffic several years ago, and we have had several residents bring this concern to staff. The design portion of the project will include: survey, traffic counts, capacity analysis, signal permit plan, Penn DOT submission, and minimal construction observation. The actual project will include striping, signage, most likely a pedestal signal, and staff has required that the new controller be Traffic Adaptive ready. The thought being that a one point, we will use the traffic adaptive system at Radnor Chester & Conestoga, as well as at this intersection.

IMPLEMENTATION SCHEDULE: If approved by the Board of Commissioners, the professional services agreement will be executed by the Township Manager, a purchase order processed, and work would begin immediately.

FISCAL IMPACT: As noted in the attachment, \$300,000 is allocated to this project. Very preliminary estimates put construction at \$200,000, and when added to the design costs, we are within the budgetary constraints. Please note that the detailed Engineer's Estimated Cost of Construction will not be submitted until final design is approved by the Pennsylvania Department of Transportation, and the sealed bidding process determines the actual price. This project is funded in the Capital Budget.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners Award the Design Contract for the Left Hand Turn Signal, Conestoga and Sproul Roads, to Gilmore & Associates, in the amount of \$55,000.*

MOVEMENT OF LEGISLATION: It is being requested the Board of Commissioners approve this motion to reduce congestion at the subject intersection.

Capital Projects: SR 320 (Sproul Road) & SR 1019 (Conestoga Road) Left Hand Turn Signal Installation

Description:

The intersection of Sproul and Conestoga Roads (State Routes 320 and 1019 respectively) was approved RPD Staff Traffic, and subsequently Penn DOT, for the installation of left hand turn signals several years ago. The project was never constructed. The issue of installing left hand turn signals at this location has been longstanding, and brought before the Board of Commissioners by members of the public in 2016.



Justification | Benefit Derived:

This project will allow for more efficient and safer turning movements at the intersection of Sproul and Conestoga Roads, as well as aid in reducing congestion in this portion of a heavily travelled corridor. The project will entail an evaluation of the signal warrants (which will include vehicle counts, etc.), design of the proposed signal configuration, Penn DOT permitting, installation of new signal poles and mast arms, signal heads, controller, signage, striping, and traffic detection system.

Current Status:

The existing signal does not allow for a dedicated left hand turn phase.

Financial Plan

	2017	2018	2019	2020	2021	2022
Project Sources						
General Tax Proceeds	\$300,000	-	-	-	-	-
Total Funding Sources	\$300,000	-	-	-	-	-
Project Uses						
Planning Engineering Legal	\$60,000	-	-	-	-	-
*Right-of-Way (if needed)	\$15,000	-	-	-	-	-
Construction	\$200,000	-	-	-	-	-
Inspection	\$10,000	-	-	-	-	-
Contingency	\$15,000	-	-	-	-	-
*Other	TBD	-	-	-	-	-
Total Financing Uses	\$300,000	-	-	-	-	-
(NOTE: Sources must equal Uses)						

*The acquisition of R.O.W. will be determined during the design phase.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

March 6, 2017

G&A Project Number 17-01107.01

Mr. Stephen F. Norcini, P.E.
Director of Public Works
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

Reference: Professional Services Agreement
Conestoga Road (S.R. 1019) and Sproul Road (S.R. 320)
Left Turn Lanes Traffic Signal Improvements
Radnor Township, Delaware County, Pennsylvania

Dear Mr. Norcini:

Gilmore & Associates, Inc. (G&A) is pleased to present this professional service agreement for traffic engineering services related to the design and construction of an eastbound Conestoga Road left turn phasing at Sproul Road with supplementary signal indications in Radnor Township, Delaware County. The preliminary cost estimate for construction of intersection improvements to include a is identified at \$200,000. The construction includes the assumption of new traffic signal equipment at the intersection. The construction cost estimate includes new signal pedestals, signal indications, controller, signage, pavement markings and equipment upgrades to allow for a future traffic adaptive system. As such, we offer the following proposal for your consideration.

Traffic Engineering Services include the following items:

Prepare a traffic signal and construction plan and associated documents for providing a new left turn phasing on the eastbound approach of Conestoga Road (S.R. 1019) at Sproul Road (S.R. 320).

SERVICES TO INCLUDE:

1. DATA COLLECTION:

a. Survey

- i. Work may require Police Assistance during field survey due to visibility issues; G&A staff will contact Radnor Township Police Department to schedule assistance if deemed necessary.
- ii. Obtain information 250 feet on all intersection approaches
- iii. The width of survey data along these routes will be from the edge of pavement to the edge of pavement.
- iv. Roadway items to be surveyed include traffic control signs, signal poles and associated equipment, bridge abutments, guiderails, and utility poles
- v. PA One Call notification will be conducted and marked utility information will be identified and picked up during survey.

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65 E. Butler Avenue | Suite 100 | New Britain, PA 18901
Phone: 215-345-4330 | Fax: 215-345-8606
www.gilmore-assoc.com

- vi. Research and establishment of roadway Right-of-Way
- b. Obtain 12 hour intersection turning movement counts, on a typical weekday
- c. Obtain 3 year historical intersection crash records from PennDOT (reportables) and Radnor Township Police Department (non-reportables)

COST FOR DATA COLLECTION: \$13,600.00

2. PRELIMINARY ENGINEERING:

- a. Design:
 - i. Prepare Synchro (AM, PM and Midday) capacity analysis to determine if existing timings are adequate. Modify signal timing adjustments as needed.
 - ii. Evaluate advanced left turn phasing analysis for intersection.
 - iii. Prepare auxiliary turn lane warrant analysis for all four approaches; compare to existing conditions and provide any recommendations for improvements.
 - iv. Review of historical crash data for causation factors requiring mitigation; following review of crash data, if additional work is determined through analysis, if necessary an amended proposal or an additional proposal will be provided to mitigate identified improvements.
 - v. Development of traffic signal improvements to include eastbound Conestoga Road left turn phasing, increase visibility of signal heads. Improvement may include mast arms and/or other appurtenances as needed.
 - vi. Prepare a preliminary cost estimate of proposed signal improvements based on the recommended designs.
 - vii. Meet with the township to discuss recommendations and costs associated with design.
 - viii. Provide minor revisions as needed; no cost estimates will be provided with minor revisions; costs estimates will be updated during final engineering.
- b. PennDOT Coordination:
 - i. Prepare traffic signal design report.
 - ii. Coordinate and prepare the required PennDOT TE-160 Form and Traffic Signal Permit resolution for Township approval and signature.
 - iii. Submit plan to PennDOT for review
 - iv. Obtain preliminary PennDOT approval on improvements.

COST FOR PRELIMINARY ENGINEERING: \$9,900.00

3. FINAL ENGINEERING:

Prepare Traffic Signal plans, PennDOT Permitting and supporting documentation. The plans and documentation are anticipated to include the following:

- a. Traffic Signal Permit Plan
- b. Traffic Signal Construction Plan
- c. Tabulation Sheet
- d. Prepare and submit final Traffic Signal Design Documentation.
- e. Prepare Mylar for the final approved Traffic Signal Permit Plan including with Township and PennDOT signatures
- f. Provide Specifications/Bidding Documents for Radnor Township.
- g. Preparation of Opinion of Probable Construction Costs.
- h. Assistance with the bidding process.
- i. Attendance at one pre-bid meeting and one pre-construction meeting.

COST FOR FINAL ENGINEERING \$13,800.00

4. CONSTRUCTION SERVICES:

- a. Attend Traffic Signal Field Meetings: Assumes one pole spot with the Township and PennDOT attendance and two traffic signal turn on inspections for preliminary turn on and final turn on.
- b. As-Built Traffic Signal Plan (i.e., field-locating improvements and preparing as-built record plans).

COST FOR CONSTRUCTION SERVICES \$5,000.00

5. CONSTRUCTION OBSERVATION:

Provide construction observations services for 3 months duration, at 4 hours per week

COST FOR CONSTRUCTION OBSERVATION: \$13,200.00

TOTAL PROJECT COST: \$55,500.00

CONDITIONS OF BASIC SERVICES

Gilmore & Associates, Inc. shall provide the services outlined above, **for a not-to-exceed fee of \$55,500.00** subject to the following conditions:

1. The scope of **BASIC SERVICES** includes the preparation of the initial plan set and the preparation of two resubmissions to resolve review comments generated by the plan submissions unless otherwise specifically indicated above. Additional revisions required by the Township or another reviewing agency will require a change in scope of work, dependent upon the extent of comments.
2. Should the scope of the project deviate significantly due to the coordination meeting with the Township or PennDOT or field conditions; **BASIC SERVICES** (item 2.viii.), a Contract Agreement Change Order may be necessary for additional services outside the scope of services as described above.
3. The scope of **BASIC SERVICES** does not include the preparation of Alternative Bids items. Alternative Bids required by the Township may require a change in scope of work, which will depend upon the extent of services to be provided for each Alternative item.

4. The scope of **BASIC SERVICES** does not include addressing field changes.
5. The scope of **BASIC SERVICES** does not include the preparation of an application for a Pennsylvania Department of Environmental Protection (PADEP) "NPDES Permit for Stormwater Discharges Associated with Construction Activities." A NPDES permit is not anticipated for this project.
6. The scope of **BASIC SERVICES** assumes that no additional regulatory agency permits will be required outside of PennDOT Traffic Unit and Radnor Township regarding the approval process. A PennDOT HOP is not included in this agreement.
7. It is assumed that no additional traffic counts other than the traffic counts identified above in Section 1.b.
8. The scope of **BASIC SERVICES** does not include the right-of-way or easement acquisition from property owners. If right-of-way or easement acquisition is required, a separate contract will be provided.
9. The scope of **BASIC SERVICES** does not include stormwater management design services. There are not significant roadway surface improvements related to this project and stormwater-related design services are not anticipated for this project.
10. The scope of **BASIC SERVICES** does not include design of existing roadway improvements (i.e., shoulder improvements, lane widening, roadside swale improvements, etc.). The lane geometry and alignment is anticipated to be per existing conditions. In the event the intersection geometry is modified, additional plans, agency permitting (PennDOT structural or DEP) and reviews would be required.
11. Meeting attendance outside those specified in the scope of **BASIC SERVICES** will be billed as an out-of-scope service at the hourly rate of the individual attending the meeting.
12. The scope of **BASIC SERVICES** does not include preparation of a Wetland Study, Floodplain Analysis, Water, Hydrogeologic, Traffic Impact Study, Historical, Archaeological, Environmental Site Assessment or Community Impact Assessment.
13. It is understood that the Client will be responsible for all permit applications and/or review fees required by outside agencies.
14. Utility mapping is provided at Utility Quality Level C in conformance with ASCE standard 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Utility Quality Level C information is obtained from existing records (One Call) and /or oral recollections as well as surveying and plotting visible above ground utility features. The survey information is correlated using professional judgment with PA One Call records and any oral recollections.
15. The Client and/or Contractor is responsible for precise horizontal and vertical existing utility locations consistent with ASCE standard 38-02 Utility Quality Level A, a minimum of two weeks prior to construction to permit revisions to the plans if necessary. Notify the Engineer of any discrepancies in located utility line compared to design utility locations before proceeding with construction.
16. Fees are based on acceptance of this contract agreement within the next 60 days. Gilmore & Associates, Inc. reserves the right to adjust the cost of these services in accordance with increases in company billing rates if this Contract Agreement is not accepted within 30

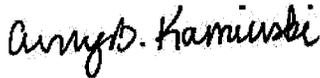
days. The fees assume the completion of all professional services within 12 months from the date of contract execution. In the event the professional services are not completed within 12 months from the date of Contract Agreement execution, Gilmore & Associates, Inc. reserves the right to adjust the cost of the remaining services in accordance with increases in company billing rates.

17. Method of Payment - Invoices shall be submitted on a monthly basis and are due upon receipt. Payment is due upon presentation of an invoice and is past due thirty (30) days from invoice date. Client will be assessed a service charge of one and one-half (1-1/2) percent per month (18% per annum) or a fraction thereof on past due payments.

Should you find this contract agreement acceptable, please sign below, provide a purchase order number and return the original to me as authorization to proceed.

Thank you for your continued consideration of Gilmore & Associates, Inc. In the meantime, please do not hesitate to contact me with any questions or comments you may have.

Sincerely,



Amy B. Kaminski, P.E., PTOE
Transportation Services Manager
Gilmore & Associates, Inc.

Authorization to proceed:

Authorized Signature

Date

Purchase Order Number

RESOLUTION NO. 2017-45

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
ADOPTING THE 2016 HAZARD MITIGATION PLAN FOR RADNOR
TOWNSHIP.**

WHEREAS, Radnor Township, Delaware County, Pennsylvania is most vulnerable to natural and human-made hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities; and

WHEREAS, Radnor Township acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds; and

WHEREAS, the Delaware County 2016 Hazard Mitigation Plan has been developed by the Delaware County Planning Department and the Delaware County Department of Emergency Services in cooperation with other county departments, and officials and citizens of Radnor Township; and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Delaware County 2016 Hazard Mitigation Plan; and

WHEREAS, the Delaware County 2016 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-made hazards that face the County and its municipal governments;

WHEREAS, The Delaware County 2016 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of Radnor Township, and the respective officials and agencies identified in the implementation strategy of the Delaware County 2016 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

NOW, THEREFORE it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby approve the 2016 Hazard Mitigation Plan for Radnor Township.

SO RESOLVED at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of March, 2016.

RADNOR TOWNSHIP

Name: Elaine P. Schaefer
Title: President

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

Radnor Township

PROPOSED LEGISLATION

DATE: March 6, 2017
TO: Robert A. Zienkowski, Township Manager
FROM: William A. Colarulo, Superintendent of Police

LEGISLATION: Resolution 2017-45 adopting the Radnor Township, Delaware County, Hazard Mitigation Plan for 2016.

PURPOSE AND EXPLANATION: Federal legislation has historically provided for disaster relief, recovery, and hazard mitigation planning. The Disaster Mitigation Act of 2000 (DMA 2000) is the latest legislation to improve the planning process (Public Law 106-390). The new legislation reinforces the importance of mitigation planning and emphasizes planning before they occur. As such, DMA 200 establishes a pre-disaster hazard mitigation program and new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP).

Section 322 of DMA 2000 specifically addresses mitigation planning at the state and local levels. It identifies new requirements that allow HMGP funds to be used for planning activities, and increases the amount of HMGP funds available to states that have developed a comprehensive enhanced mitigation plan prior to a disaster. States and communities must have an approved mitigation plan in place prior to receiving post-disaster HMGP funds.

BACKGROUND: The Plan is intended to serve many purposes, including:

- Enhance public awareness and understanding
- Create a decision tool for management
- Promote a compliance with State and Federal program requirements
- Enhance local policies for hazard mitigation capability
- Provide inter-jurisdictional coordination
- Achieve regulatory compliance

FISCAL IMPACT: No fiscal impact.

RECOMMENDED ACTION: The Police Department respectfully requests the Board to adopt the 2016 Hazard Mitigation Plan at the Board of Commissioners Meeting on March 13, 2017.

RESOLUTION NO. 2017-53

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, ENDORSING THE CONCEPT OF THE NINE COUNTY GREATER PHILADELPHIA REGION COMPLETING 180 NEW MILES OF CIRCUIT TRAILS BY 2025 IN ORDER TO ACHIEVE 500 MILES OF COMPLETED CIRCUIT TRAILS

WHEREAS, the Circuit Trails are a connected system of multi-purpose trails (largely off-road) located in the nine (9) counties that comprise the Delaware Valley Regional Planning Commission (DVRPC) region, including Philadelphia, Bucks, Montgomery, Chester, Delaware, Mercer, Burlington, Camden, and Gloucester Counties; and

WHEREAS, the building of the Circuit Trails is considered to be one of the largest metropolitan-wide, multi-use trail building efforts in the country and a very significant regional accomplishment; and

WHEREAS, the DVRPC set a long term regional goal in the Connections 2040 Plan to complete the Circuit Trails by 2040, and to meet this goal, 180 new miles of Circuit Trails need to be completed by 2025 to reach 500 miles (2/3's complete); and

WHEREAS, the Circuit Trails provide equitable transportation options for all users and will connect communities to places of work, places to shop, places to worship, places to play, places of historic significance, and places to teach our children; and

WHEREAS, the Circuit Trails Coalition, DVRPC, the Pennsylvania Department of Transportation, the Pennsylvania Department of Conservation and Natural Resources, New Jersey Department of Transportation, the New Jersey Department of Environmental Protection and other agencies have committed to complete non-motorized options for transportation and recreation; and

WHEREAS, the Circuit Trails will provide safe facilities separated from vehicular traffic to encourage bicyclists, walkers, the physically challenged, and other non-motorized users of all ages to be more active and spend time outdoors, thereby improving their fitness and health; and

WHEREAS, when communities in other areas of the United States and abroad provide for non-motorized transportation options they thrive as places to live and work; and

WHEREAS, the Circuit Trails, by offering both residents and tourists access to natural, cultural and historical sites, will bring health and economic benefits to counties, municipalities and businesses in the region such as revenues to local economies, healthcare savings, enhanced real estate values, and increased activity; and

WHEREAS, 5.4 million people reside in Greater Philadelphia and 85 percent of those surveyed support building more trails in their counties. Furthermore, 70 percent favor spending \$2 per person in public dollars annually to pay for new connected trails; and

WHEREAS, Radnor Township is one of 385 municipalities in the DVRPC region that is part of the Circuit.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Radnor, Delaware County, Pennsylvania, does hereby endorse the concept of the nine county region completing 180 new miles of Circuit Trails by 2025 in order to achieve 500 miles of completed Circuit trails and the Circuit Trails passage through Radnor Township. Radnor Township encourages our neighboring municipalities to do the same; and supports the existing trails along the alignment of the Circuit Trails being designated as a "Circuit" Trail; and that Circuit guidance signage be installed.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Circuit Trails Coalition, the Governor of the Commonwealth of Pennsylvania, the Pennsylvania Department of Transportation, the Pennsylvania Department of Conservation and Natural Resources or Environmental Protection, the DVRPC, and the Delaware County Planning Commission.

SO RESOLVED, this 13th day of March, 2017.

RADNOR TOWNSHIP

By:

Name: Elaine P. Schaefer
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

RESOLUTION NO. 2017- 50
A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING RETTEW & ASSOCIATES TO PERFORM
ENVIRONMENTAL TESTING OF VALLEY RUN

WHEREAS, at the February 27th, 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, at that meeting, subsequent testing was noted for Valley Run

WHEREAS, the testing of Valley Run is to monitor its health during construction of the Villanova University Housing Project, and to determine if the headwaters of Valley Run begin beneath the site of the Housing project

WHEREAS, Rettew & Associates, a qualified firm, has provided a cost proposal to complete said testing and evaluation in the amount of *(to be determined by the Board of Commissioners)*

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize the Rettew & Associates to perform the aforementioned testing and evaluation at a cost of *(to be determined by the Board of Commissioners)*.

SO RESOLVED this 13th day of March, A.D., 2017

RADNOR TOWNSHIP

By: _____

Name: Elaine P. Schaefer
Title: President

ATTEST:

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: March 7, 2017

TO: Radnor Township Board of Commissioners

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

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

LEGISLATION: **Resolution #2017-50** – Award of the Contract for Testing of Valley Run, to Rettew & Associates.

LEGISLATIVE HISTORY: At the regularly scheduled Board of Commissioners meeting on February 27, 2017, Rettew & Associates was awarded the contract to perform soil and asphalt testing on the Villanova University Housing Site. It was noted at that time, that staff would be approaching the Board at the March 13th, 2017 meeting in regards to a contract for the monitoring and testing of Valley Run, by Rettew & Associates.

PURPOSE AND EXPLANATION: Concern has arisen in regards to Valley Run, which is visible immediately south of the Villanova University Housing Site. There are two specific concerns:

- I. That possibly the health of Valley run could be affected by the construction at the housing site. Rettew would use PA DEP's In Stream Comprehensive Evaluation survey protocol to evaluate the condition of the stream at four locations. At the noted locations, the physical characterization, macroinvertebrate community, and water quality will be tested and/or evaluated.
 - a. The cost of this monitoring, starting with the initial testing and field work, followed by testing in the spring of 2018, is \$26,860. Subsequent annual testing will cost \$9,550/year.
 - b. If the Board wishes to have the monitoring and testing completed two times per year, the cost of monitoring, starting with the initial testing and field work, followed by testing in the fall of 2017 and the spring of 2018, will cost \$30,310. Subsequent bi-annual testing will cost \$13,000 per year
 - c. The cost for Rettew to present the initial findings to the Board of Commissioners is \$1,280, with subsequent presentations costing \$640 dollars. If this option is not chosen, the Township will receive written reports solely.

- II. The concern put forth by the Maya van Rossum, the Delaware River Keeper, in relating to the possibility that the headwaters for Valley Run begins underneath the existing parking lot. The cost for Rettew to perform this evaluation is \$640.00. *(On Thursday, March 23rd, Michael P. Leggiero, Biologist for the Army Corps, was on site to evaluate the River Keeper's concern. To paraphrase Mr. Leggiero, he stated that no permit was required for the site, and that no waters of the United States are on the site. He hopes to issue something in writing by the end of March).* I provide the information from the Army Corps for your information.

The Rettew proposal is attached. Steven Gabriel of Rettew will be on hand at the March 13th, 2017 regularly scheduled Board of Commissioners meeting to answer any questions you may have.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the contract agreement will be executed by the Township Manager, a purchase order processed, and work will take place this April.

FISCAL IMPACT: The funding source of this project has not been determined. Please note that I have purposely omitted the final cost in this memorandum, and the Legislation. This will be amended following the meeting, based on the Board of Commissioners decision on moving forward with the project, and at what frequency the testing will take place.

RECOMMENDED ACTION: *I respectfully request that the Board of Commissioners Award the Contract for Testing of Valley Run to Rettew & Associates, in the amount of (To Be Determined by the Board of Commissioners)*

Enclosure: Rettew & Associates Proposal



We answer to you.

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

Engineers

Environmental
Consultants

Surveyors

Landscape
Architects

Safety
Consultants

March 8, 2017

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

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

Dear Mr. Norcini:

RETTEW understands that Radnor Township is interested in having the headwaters of Valley Run, in the vicinity of Villanova University through Clem Macrone Park, investigated and monitored. The Township would like the origin point of those headwaters confirmed, and an environmental assessment of the general health of the stream performed. Villanova University is planning to develop its approximately 7.3-acre Main Parking Lot into an 1100 bed dormitory complex. Through the environmental assessment, the Township would like to confirm current and future water quality within Valley Run as Villanova's development project progresses over an approximately two-year time span.

RETTEW proposes to employ a standardized sampling protocol to establish baseline conditions in Valley Run as well as monitor ongoing conditions over time. RETTEW will also conduct a separate investigation of the origin of Valley Run and ultimately describe its flow condition.

RETTEW has worked successfully with all interested parties (Radnor Township, Villanova, nearby residents) in the past. Through the use of a standardized sampling protocol and our experience in this work, we are confident that we can provide the services you need in a way that all interested parties have confidence both in the sampling process and results.

SCOPE OF WORK

STREAM ASSESSMENT AND MONITORING (PHASE 441)

RETTEW will:

1. Investigate the origin of Valley Run in the vicinity of Villanova University.
 - a. Determine where various stormwater conveyances and natural stream channels currently exist and attempt to determine if any historic stream channels are currently enclosed in piping underneath the existing parking lot.
 - b. Describe and photo document the various "stages" of the headwaters in terminology such as ephemeral, intermittent, and perennial to a downstream point. We are certain of a perennial condition of Valley Run (likely this perennial determination would be made near Macrone Park).



- c. Describe other contributing acreage within the headwaters drainage (besides Villanova University) that would impact (positively or negatively) water quality and quantity. For example, Lancaster Avenue and SEPTA are likely within the subject drainage area and could have an impact on the water quality and quantity.
2. Use the Pennsylvania Department of Environmental Protection's (PADEP) In-stream Comprehensive Evaluation (ICE) Survey protocol to assess the condition of the headwaters of Valley Run beginning at the subject parking lot and terminating within Macrone Park. This stream monitoring will take place at four locations:
 - a. The subject parking lot/SEPTA area;
 - b. The "Aldwyn triangle area" as described by DRN in their May 11, 2016 memorandum;
 - c. In the area of Brooklea Road; and
 - d. Within Macrone Park.
3. Conduct the following investigations at each of the above mentioned locations (provided there is water to test due to periods of drought/seasonal conditions).
 - a. Physical Characterization – The physical characterization will be performed in the field by the RETTEW project team using several standardized forms included in the ICE protocol guidelines (see **Attachment A** for the physical characterization forms).
 - b. In-stream Macroinvertebrate Community – Macroinvertebrate samples will be collected and preserved on-site, and subsequently identified in RETTEW's laboratory for use in calculating several biological metrics. For example, the macroinvertebrate diversity, abundance, and specie specific pollution tolerance values can all be analyzed to determine general water quality.
 - c. Water Quality – Specific water quality parameters (e.g., pH, specific conductance, temperature, dissolved oxygen and turbidity) will be measured on-site with field-based, portable field meters. In addition, four "grab" surface water samples will be collected, shipped, and analyzed by a certified third-party laboratory for analytical parameters including:
 - Chloride, nitrate, nitrite, sulfate, acidity, alkalinity, dissolved oxygen, methane, ethane, pH, oil and grease, total phosphorus, total organic carbon, turbidity, dissolved solids, barium, calcium, iron, magnesium, potassium, and sodium.

Deliverables: Initial Monitoring Report and Monitoring Reports thereafter.

RETTEW will:

1. Complete an initial monitoring report in May 2017 describing findings from Scope of Work Items #1a, #1b and #1c. This initial report will also include findings from Scope of Work Items #3a, #3b, and #3c.
2. Complete annual monitoring reports thereafter which will include findings from Scope of Work Items #3a, #3b and #3c.

All field work associated with monitoring parameters described in Scope of Work Items #3a, #3b and #3c will be conducted in April/May each year monitoring is to occur.

RETTEW will present initial findings to the Board of Commissioners after the first year's assessment and monitoring events. Likewise, RETTEW will present findings on a yearly basis to the Board of Commissioners. The first year presentation is more involved, and this is reflected in the fee for Presentations.

As an option, Radnor Township can elect to have Scope of Work Items #3a, #3b, and #3c completed twice a year – once in the spring (April/May) and once in the fall (August/September). A report covering both spring and fall monitoring events would then be completed in September.

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

ASSUMPTIONS AND RESTRICTIONS

The following assumptions were considered during development of this proposal:

1. RETTEW has been granted access to monitoring locations as described in Scope of Work Item #2.
2. RETTEW will not be encumbered by observers while conducting field investigations unless RETTEW agrees to such at the time.
3. This Scope of Work does not include attending or presenting this data at any public or private meetings (though we can do so if necessary under future contract addendum).

WORK SCHEDULE

Initial field work and report (Scope of Work Items #1 and #3) to take place and be completed within the months of April through May.

Subsequent monitoring and reporting (Scope of Work Item #3) to take place and be completed within the months of April through May each year monitoring is to be conducted.

Option – monitoring twice a year. Spring: April through May. Fall: August through September.

ESTIMATED COST

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

PROFESSIONAL FEES

A.	Initial field work and monitoring report	\$17,310.00
B.	Headwaters Determination	\$640.00
C.	Subsequent field work and monitoring report per year.....	\$9,550.00
D.	Initial Presentation to Board of Commissioners	\$1,280.00
E.	Yearly Presentation to Board of Commissioners	\$640.00
F.	<i>Option – spring and fall field work and monitoring report per year.....</i>	<i>\$13,000.00</i>

MEETINGS

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

ADDITIONAL SERVICES

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

1. Conduct stream monitoring sampling during rainstorm events or other unique situations.
2. Investigate potential causes for sampling results of concern.
3. Any services not specifically described within the Scope of Services and Fees stated herein.

BILLING SCHEDULE

RETTEW will invoice you at the end of each four-week billing period for work actually performed during this period. Invoices are payable within 30 days per the terms of the enclosed Professional Services Agreement (**Attachment 2**).

PAYMENT SCHEDULE

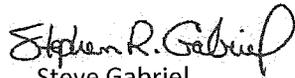
Payment is due upon presentation of invoice and is past due 30 calendar days from the invoice date. Unpaid invoices in excess of 30 calendar days will be cause to discontinue services until all outstanding invoices are paid. Work stoppages will impact the project schedule and may result in missed deadlines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

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

Page 5 of 7
Radnor Township
March 8, 2017
RETTEW Project No. 101442012

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

Sincerely,


Steve Gabriel
Project Manager


Scott Russell
Director of Civil Municipal

Enclosure

copy: Project Administration

H:\Projects\10144\101442012\Contracts\PRO-NS Stream Assessment-03-08-17.docx

RETTEW

Attachment A
Physical Characterization Forms



pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

FLOWING WATERBODY FIELD DATA FORM

(Information and comments for fields boxed in double lines are required database entries. Other fields are optional for personal use.)

Date-Time-Initials* Example 20040212-0312-XYZ	Date Time Initials	Watershed Code (HUC)	Stream Code	Ch. 93 Use						
Secondary Station ID	Surveyed by:									
*Date as YYYYMMDD, time as military time, and your initials uniquely identify the stream reach.			SWP Watershed							
Survey Type										
(1) Basin Survey, (2) Cause / Effect, (3) Fish Tissue, (4) Instream Comprehensive Evaluation [ICE], (5) Point-of-First-Use, (6) SERA, (7) Antidegradation [Special Protection], (8) Toxics, (10) Use Attainability, (11) WQN, (12) Limestone, (13) Low-gradient [Multihabitat]										
Location										
County:	Municipality:	Topo Quad:								
Location Description:										
Land Use										
Residential:	%	Commercial:	%	Industrial:	%	Cropland:	%	Pasture:	%	
Abd. Mining:	%	Old Fields:	%	Forest:	%	Other:	%			
Land Use Comments:										
Canopy cover: open partly shaded mostly shaded fully shaded										
Water Quality										
	Collector-sequence #	Field Meter Readings:				Bottle Notes (N-normal, MNF-metals non-filtered, MF-metals filtered, B-bac't, Others: indicate)				
		Temp (°C)	DO (mg/L)	pH	Cond. (umhos)	Alkalinity (mg/l)				
	1.									
	2.									
	3.									
Water Appearance/Odor Comments: (* see bottom of back for common descriptors)										
Findings										
Not Impaired:	<input type="checkbox"/>	Impaired biology?	<input type="checkbox"/>	Impaired habitat?	<input type="checkbox"/>	Is impact localized?	<input type="checkbox"/>	Reevaluate designated use?	<input type="checkbox"/>	
Decision comments. Describe the rationale for your "Not Impaired" or "Impaired" decision; reach locations for use designation reevaluations; special condition comments; etc.:										
IBI Score:		Total Habitat Score:								

Macroinvertebrate sampling	
Sampling method: Std. kick screen: <input type="checkbox"/> D-frame: <input type="checkbox"/> Surber: <input type="checkbox"/> Other: <input type="checkbox"/> method?: _____	
Comments/Abundance Notes:	
(Large empty space for notes)	
Habitat Impairment Thresholds	Metric Score
#3 Riff/Run: embeddedness <i>or</i> #3 Glide/Pool: substrate character + #6 Sediment Deposition = 24 or less <i>(20 or less for warm water, low gradient streams)</i>	
#9 Condition of Banks + #10 Bank Vegetation = 24 or less <i>(20 or less for warm water, low gradient streams)</i>	
Total habitat score 140 or less for forested, cold water, high gradient streams <i>(120 or less for warm water, low gradient streams)</i>	
Habitat Comments:	
(Large empty space for habitat comments)	
Special Condition	
Use this block to describe conditions that justify attainment/impairment of stations with IBI score <63 and >53.	
(Large empty space for special conditions)	
*Common descriptors: Water Odors - none normal sewage petroleum chemical other; Water Surface Oils - none slick sheen globs flecks; Turbidity - clear slight turbid opaque; NPS Pollution - no evidence some potential obvious; Sediment Odors - none normal sewage petroleum chemical anaerobic; Sediment Oils - absent slight moderate profuse; Deposits - none sludge sawdust paper fiber sand relict shells other. Are the undersides of stones deeply embedded black?	



WATER QUALITY NETWORK HABITAT ASSESSMENT

WATERBODY NAME _____ STR CODE/RMI _____

STATION NUMBER _____ LOCATION _____

DATE _____ TIME _____

AQUATIC ECOREGION _____ COUNTY _____

INVESTIGATORS _____

FORM COMPLETED BY _____ **RIFFLE/RUN PREVALENCE**

Habitat Parameter	Category			
	Optimal	Suboptimal	Marginal	Poor
1. Instream Cover (Fish)	Greater than 50% mix of boulder, cobble, submerged logs, undercut banks, or other stable habitat.	30-50% mix of boulder, cobble, or other stable habitat; adequate habitat.	10-30% mix of boulder, cobble, or other stable habitat; habitat availability less than desirable.	Less than 10% mix of boulder, cobble, or other stable habitat; lack of habitat is obvious.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
2. Epifaunal Substrate	Well developed riffle and run, riffle is as wide as stream and length extends two times the width of stream; abundance of cobble.	Riffle is as wide as stream but length is less than two times width; abundance of cobble; boulders and gravel common.	Run area may be lacking; riffle not as wide as stream and its length is less than two times the stream width; gravel or large boulders and bedrock prevalent; some cobble present.	Riffles or run virtually nonexistent; large boulders and bedrock prevalent; cobble lacking.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
3. Embeddedness	Gravel, cobble, and boulder particles are 0-25% surrounded by fine sediment.	Gravel, cobble, and boulder particles are 25-50% surrounded by fine sediment.	Gravel, cobble, and boulder particles are 50-75% surrounded by fine sediment.	Gravel, cobble, and boulder particles are more than 75% surrounded by fine sediment.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
4. Velocity/Depth Regimes	All four velocity/depth regimes present (slow-deep, slow-shallow, fast-deep, fast-shallow).	Only 3 of the 4 regimes present (if fast-shallow is missing, score lower than if missing other regimes).	Only 2 of the 4 habitat regimes present (if fast-shallow or slow-shallow are missing, score lower than if missing other regimes).	Dominated by 1 velocity/depth regime (usually slow-deep).
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
5. Channel Alteration	No channelization or dredging present.	Some channelization present, usually in areas of bridge abutments; evidence of past channelization, i.e., dredging, (greater than past 20 yr) may be present, but recent channelization is not present.	New embankments present on both banks; and 40-80% of stream reach channelized and disrupted.	Banks shored gabion or cement; over 80% of the stream reach channelized and disrupted.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
Total Side 1 _____				

RIFFLE/RUN PREVALENCE

Habitat Parameter	Category			
	Optimal	Suboptimal	Marginal	Poor
6. Sediment Deposition	Little or no enlargement of islands or point bars and less than 5% of the bottom affected by sediment deposition.	Some new increase in bar formation, mostly from coarse gravel; 5-30% of the bottom affected; slight deposition in pools.	Moderate deposition of new gravel, coarse sand on old and new bars; 30-50% of the bottom affected; sediment deposits at obstruction, constriction, and bends; moderate deposition of pools prevalent.	Heavy deposits of fine material, increased bar development; more than 50% of the bottom changing frequently; pools almost absent due to substantial sediment deposition.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
7. Frequency of Riffles	Occurrence of riffles relatively frequent; distance between riffles divided by the width of the stream equals 5 to 7; variety of habitat.	Occurrence of riffles infrequent; distance between riffles divided by the width of the stream equals 7 to 15.	Occasional riffle or bend; bottom contours provide some habitat; distance between riffles divided by the width of the stream is between 15 to 25.	Generally all flat water or shallow riffles; poor habitat; distance between riffles divided by the width of the stream is between ratio >25.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
8. Channel Flow Status	Water reaches base of both lower banks and minimal amount of channel substrate is exposed.	Water fills > 75% of the available channel; or <25% of channel substrate is exposed.	Water fills 25-75% of the available channel and/or riffle substrates are mostly exposed.	Very little water in channel and mostly present as standing pools.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
9. Condition of Banks	Banks stable; no evidence of erosion or bank failure.	Moderately stable; infrequent, small areas of erosion mostly healed over.	Moderately unstable; up to 60% of banks in reach have areas of erosion.	Unstable; many eroded areas; "raw" areas frequent along straight sections and bends; on side slopes, 60-100% of bank has erosional scars.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
10. Bank Vegetative Protection	More than 90% of the streambank surface covered by vegetation.	70-90% of the streambank surface covered by vegetation.	50-70% of the streambank surfaces covered by vegetation.	Less than 50% of the streambank surface covered by vegetation.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
11. Grazing or Other Disruptive Pressure	Vegetative disruption, through grazing or mowing, minimal or not evident; almost all plants allowed to grow naturally.	Disruption evident but not affecting full plant growth potential to any great extent; more than one-half of the potential plant stubble height remaining.	Disruption obvious; patches of bare soil or closely cropped vegetation common; less than one-half of the potential plant stubble height remaining.	Disruption of vegetation is very high; vegetation has been removed to 2 inches or less in average stubble height.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
12. Riparian Vegetative Zone Width	Width of riparian zone >18 meters; human activities (i.e., parking lots, roadbeds, clear-cuts, lawns, or crops) have not impacted zone.	Width of riparian zone 12-18 meters; human activities have impacted zone only minimally.	Width of riparian zone 6-12 meters; human activities have impacted zone a great deal.	Width of riparian zone <6 meters; little or no riparian vegetation due to human activities.
SCORE _____	20 19 18 17 16	15 14 13 12 11	10 9 8 7 6	5 4 3 2 1
Total Side 2 _____				
Total Score _____				

RETTEW Associates, Inc.

Talisman Energy USA, Inc.

DATE: 6/7/2016

LOCATION: FC-1: Downstream of SWW

PROJECT NO. & NAME: 088S32037 Fellows Creek SWW Site

INVESTIGATORS: MAM

ID: MAM

Class/Order/ Suborder	Family	Genus	Quantity	Tolerance Value (HB)	Trophic Classification	Modified Becks Index	EPT Taxa Richness (TV 0-4)	Total Taxa Richness	Shannon Diversity Index	HBI Index	% Sensitive Individuals (TV 3 or less)
Decapoda	Cambaridae		2	6	PR			1	0.053	12	
Diptera	Chironomidae		23	6	CG			1	0.271	138	
Diptera	Simuliidae		63	6	FC			1	0.368	378	
Megaloptera	Sialidae	<i>Sialis sp.</i>	2	6	PR			1	0.053	12	
Megaloptera	Corydalidae	<i>Nigronia sp.</i>	2	2	PR	1		1	0.053	4	2
Plecoptera	Nemouridae	<i>Amphinemura sp.</i>	24	2	SH	1	1	1	0.277	48	24
Plecoptera	Leuctridae	<i>Leuctra sp.</i>	51	0	SH	3	1	1	0.362	0	51
Odonata	Cordulegastriidae	<i>Cordulegaster sp.</i>	1	3	PR			1	0.030	3	1
Odonata	Libellulidae		1	9	PR			1	0.030	9	
										604	0.461538462
		Metric Values	169			5	2	9	1.496	3.57	46.15

(MAYBE PLECOPTERA)
SAMPLE

RETTEW Associates, Inc.

Talisman Energy USA, Inc.

DATE: 6/10/2015

LOCATION: FC-2: Upstream of SWW

PROJECT NO. & NAME: 088532037 Fellows Creek SWW Site

INVESTIGATORS: MAM

ID: MAM

Class/Order/ Suborder	Family	Genus	Quantity	Tolerance Value (HBI)	Trophic Classification	Modified Becks Index	EPT Taxa Richness (TV 0-4)	Total Taxa Richness	Shannon Diversity Index	HBI Index	% Sensitive Individuals (TV 3 or less)
Decapoda	Cambaridae		1	6	PR			1	0.023	6	
Diptera	Chironomidae		2	6	CG			1	0.040	12	
Diptera	Simuliidae		89	6	FC			1	0.368	534	
Trichoptera	Hydropsychidae		4	5	CF		0	1	0.068	20	
Megaloptera	Corydalidae	<i>Nigronia sp.</i>	1	2	PR	1		1	0.023	2	1
Plecoptera	Nemouridae	<i>Amphinemura sp.</i>	73	3	SH		1	1	0.362	219	73
Plecoptera	Leuctridae	<i>Leuctra sp.</i>	67	0	SH	3	1	1	0.357	0	67
Odonata	Aeshnidae	<i>Aeshna</i>	2	5	PR			1	0.040	10	
										803	0.58995816
			Metric Values	239		4	2	8	1.281	3.36	59.00

Expanded

RETTEW Associates, Inc.
 Tallman Energy USA, Inc.
 DATE: 6/10/2015
 PROJECT NO. & NAME: 088532037 Fellows Creek SWW Site
 INVESTIGATORS: MAM ID: MAM

EXAMPLE

	Modified Becks Index	EPT Taxa Richness (TV 0-4)	Total Taxa Richness	Shannon Diversity Index	HBI Index	% Sensitive Individuals (TV 3 or less)
FC-1:Downstream	5	2	9	1.496	3.57	46.15
FC-2: Upstream	4	2	8	1.281	3.36	59.00

FC-1:Downstream				
Metric	Standardization Equation	Observed Metric Value	Standardized Metric Score	Adjusted Standardized Metric Score (Maximum = 1.000)
Modified Becks Index	observed value / 38	5	0.132	0.132
EPT Taxa Richness	observed value / 19	2	0.105	0.105
Total Taxa Richness	observed value / 33	9	0.273	0.273
Shannon Diversity Index	observed value/2.86	1.496	0.523	0.523
Hilsenhoff Biotic Index	(10-observed value) / (10-1.89)	3.574	0.792	0.792
Percent Intolerant Individuals	observed value / 84.5	46.15	0.546	0.546
			IBI Score=	39.52

FC-2: Upstream				
Metric	Standardization Equation	Observed Metric Value	Standardized Metric Score	Adjusted Standardized Metric Score (Maximum = 1.000)
Modified Becks Index	observed value / 38	4	0.105	0.105
EPT Taxa Richness	observed value / 19	2	0.105	0.105
Total Taxa Richness	observed value / 33	8	0.242	0.242
Shannon Diversity Index	observed value/2.86	1.281	0.448	0.448
Hilsenhoff Biotic Index	(10-observed value) / (10-1.89)	3.360	0.819	0.819
Percent Intolerant Individuals	observed value / 84.5	59.00	0.698	0.698
			IBI Score=	40.30

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: ARNOLD KARA HANLON
OWNER ADDRESS: 160 N POINT BLVD #200, LANCASTER, PA 1760
ADDRESS OF PROPERTY: 400 ST DAVIDS RD , ST DAVIDS PA 19087
APPLICATION NUMBER: HARB-2017-04

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

Reconstruction of an existing enclosed porch (no expansion). New bay window at rear elevation. New one-story expansion/addition to accommodate attached 2-car garage

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

NOTES AND/OR CONDITIONS OF APPROVAL:

Approved as submitted.

ISSUED: Monday, March 13, 2017

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

Elaine P. Schaefer, President

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: KING TAYLOR & HEATHER E
OWNER ADDRESS: 800 COLONY ROAD, BRYN MAWR, PA 19010
ADDRESS OF PROPERTY: 224 S ABERDEEN AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2017-05

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

Renovation and addition to existing garage. Front loaded garage to become side loaded garage and garage will become wider per plan.

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

NOTES AND/OR CONDITIONS OF APPROVAL:

Approved as submitted

ISSUED: Monday, March 13, 2017

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

Elaine P. Schaefer, President

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER:	PHILLIPS MARGARET S
OWNER ADDRESS:	231 ORCHARD WAY, WAYNE, PA 19087
ADDRESS OF PROPERTY:	231 ORCHARD WA , WAYNE PA 19087
APPLICATION NUMBER:	HARB-2017-06

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

New windows, shutters, cedar roof, copper gutters and downspouts, and entry surround. A 2-story frame addition and a 2-story stone addition. A detached 2-bay garage is also proposed.

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

NOTES AND/OR CONDITIONS OF APPROVAL:

Application was approved with it being a recommendation but not a requirement that the roof be changed to a gable roof and to use the same roofing material that will be used in the main body of the house.

ISSUED: Monday, March 13, 2017

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

Elaine P. Schaefer, President

Recognition of the Radnor
Hotel – Daddy Daughter
Dance

Recognition of Community Volunteers

Public Participation

**RESOLUTION 2017-51
RADNOR TOWNSHIP**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, ADOPTING THE CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT (CBA) WITH THE RADNOR ASSOCIATION OF TOWNSHIP EMPLOYEES (RATE) BEGINNING JANUARY 1, 2017 THROUGH DECEMBER 31, 2023.

WHEREAS, the Binding Arbitration Act of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement; and

WHEREAS, RATE and the Township have previously reached an agreement concerning terms and conditions of employment of the RATE members through December 31, 2023 (“Consolidated CBA”); and

WHEREAS, such agreement was reached through the collective efforts of RATE leadership and the Administration with the guidance and support provided by the Township’s Administration; and

WHEREAS, such terms and conditions of the expiring agreement were approved by the Board of Commissioners at their public meeting on May 19th, 2014 (Resolution 2014-50); and

WHEREAS, RATE and the Township have agreed to memorialize the terms and conditions under a Collective Bargaining Agreement that will be in force through December 31, 2023 and thereafter until a new agreement or Award is reached;

NOW, THEREFORE, it is hereby *RESOLVED* that RATE and the Township agree that the Consolidated CBA shall be adopted effective January 1, 2017.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of March A.D., 2017.

RADNOR TOWNSHIP

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

ATTEST: _____
Robert A. Zienkowski
Township Manager / Secretary

Radnor Township



PROPOSED LEGISLATION

DATE: March 13, 2017

TO: Board of Commissioners

FROM: William M. White, Finance Director

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

LEGISLATION: Resolution 2017-51 adopting the Consolidated Collective Bargaining Agreement with the Radnor Association of Township Employees (RATE) through 2023.

LEGISLATIVE HISTORY: The Township and RATE have entered into a Collective Bargaining Agreement dated January 1, 2017 through December 31, 2023. This agreement represents a consolidation of the 2007 labor contract and subsequent extension and amendments and memorializes the relevant terms and conditions through 2023.

PURPOSE AND EXPLANATION: The Binding Arbitration Act of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement. This resolution will memorialize the Township's labor agreement with RATE through 2023.

FISCAL IMPACT: The Township's annual budgets will reflect the respective salary, benefit and retirement costs of this agreement.

RECOMMENDED ACTION: The Administration respectfully recommends the adoption of Resolution 2017-51 at the March 13, 2017 meeting.

SETTLEMENT AGREEMENT

This Agreement, made this _____ day of March, 2017, (“Agreement”) is by and between the Township of Radnor (“Township”) and the Radnor Association of Township Employees (“Union” or “RATE”).

WITNESSETH

WHEREAS, pursuant to the provisions of the Public Employee Relations Act, 43 P.S. § 1101.101 *et seq.* (“Act 195”), the Township and the Union have collectively bargained a revised and extended collective bargaining agreement; and

WHEREAS, Act 195 provides that settlements entered into as a result of collective bargaining shall be reduced to a written agreement; and

WHEREAS, the Township and the Union have reached an agreement as to the terms and conditions of employment of the bargaining unit members for the calendar year commencing January 1, 2017 and extending through December 31, 2023;

NOW THEREFORE, the Township and the Union intending to be legally bound hereby, agree as follows:

The existing provisions of the 2014-2016 Settlement Agreement (“2014 Agreement”) shall be modified, as follows:

1. Term — Section 2.1 of the 2014 Agreement shall be amended to provide as follows:

The term of this Agreement shall begin on January 1, 2017, and shall continue in full force and effect through December 31, 2023, or until such later date as RATE and the Township may hereafter agree as to be the extended termination date. Any such extended date shall be evidenced by an amendment to this Agreement, in writing, and executed by both parties hereto.

2. Wages and Salary Provisions — Section 3.1 of the 2014 Agreement shall be amended to provide as follows:

<u>Date of Increase</u>	<u>Amount of Increase</u>
January 1, 2017	2.75%
January 1, 2018	2.75%
January 1, 2019	2.75%
January 1, 2020	2.75%
January 1, 2021	2.75%
January 1, 2022	2.75%
January 1, 2023	2.75%

3. Wages and Salary Provisions – Section 3.11 shall be added to the Agreement to provide as follows:

3.11 The Township shall pay any member of the bargaining unit who is called in for an unscheduled emergency on a Sunday an amount that is double their hourly rate. Any work previously scheduled to be done on a Sunday, including but not limited to leaf removal and advance storm preparation, shall not qualify for the rate increase contemplated in this provision.

4. Longevity – Section 4.1 of the 2014 Agreement shall be amended to provide as follows:

4.1 Each member of the bargaining unit employed on a full-time basis prior to January 1, 2014 shall be eligible to receive an annual longevity payment reflecting continuous service to the Township (“Longevity Payment”). The Longevity Payment shall be \$500 after four (4) continuous years of service, plus \$350 for each additional year of service up to and including an \$8,000 annual maximum. Longevity Payments shall be made December 1st and April 1st, or the next business day where applicable. No Longevity Payments shall be paid to employees hired on or after January 1, 2014.

5. Medical Coverage — Section 6.1 of the 2014 Agreement shall be amended to provide as follows:

6.1.1 As soon as practical after this Agreement is executed, the Township shall provide to each employee in the bargaining unit and his/her eligible dependents (as defined under the Township's health plan) with coverage under the "HDHP PPO Medical Plan." The HDHP PPO Medical Plan is described in the Summary Plan Description, attached hereto as "Exhibit A" and incorporated herein by reference. The medical coverage that was provided under the 2014 Agreement will remain in effect until the transition to the new HDHP PPO Medical Plan is implemented and finalized.

6.1.2 The Township reserves the right to provide these benefits through any funding mechanism or arrangement it deems reasonably appropriate under the circumstances.

6.1.3 In the event that the specific plan identified above ceases to exist or becomes otherwise unavailable, or if the Township so elects, the Township may unilaterally substitute equal or better coverage.

6. Prescription Drug Coverage — Section 6.3 of the 2014 Agreement shall be amended to provide as follows:

6.3.1 Covered employees and dependents shall be responsible for co-payments after the deductible is satisfied, in accordance with the Summary Plan Description incorporated and attached as Exhibit "A."

6.3.2 The Township reserves the right to provide these benefits through any funding mechanism or arrangement it deems reasonably appropriate under the circumstances.

7. Vision Coverage – Section 6.5 of the 2014 Agreement shall be amended to provide as follows:

6.5.3 Effective with the change in coverage to the HDHP PPO Medical Plan, the lens reimbursement of \$150 previously provided under the prior medical plan will now be provided every 12-months for eligible employees under the Vision Benefits of America coverage offered by the Township.

8. Premium Payments — Section 6.6 of the 2014 Agreement shall be retitled "Plan Deductible" and shall be amended to provide as follows:

6.6.1 The HDHP PPO Medical Plan is a high deductible medical plan under which an employee with single coverage is required to pay the first \$1,500 of medical expenses and an employee with any other coverage, including Couple, Family, or Parent and Child, is required to pay the first \$3,000 of medical expenses.

6.6.2 The Township shall create and help fund Health Savings Accounts (“HSA’s” or “HSA”) for all bargaining unit members who elect any medical coverage through the Township. On the first day of each Plan year, the Township will contribute one-half (1/2) of the annual Plan Deductible to each HSA (\$750 for single and \$1,500 for all other coverages). Employees shall contribute the other one-half (1/2) of the Plan Deductible, which shall be deducted from pre-tax dollars from the bargaining unit members’ biweekly wages. The HSA contributions shall be as follows:

HSA			
Coverage	Plan Deductible	Annual Township Contribution	Annual Employee Contribution
Single	\$1,500	\$750	\$750
Couple	\$3,000	\$1,500	\$1,500
Parent/Child	\$3,000	\$1,500	\$1,500
Parent/Children	\$3,000	\$1,500	\$1,500
Family	\$3,000	\$1,500	\$1,500

6.6.3 The HDHP PPO Medical Plan provides for maximum out-of-pocket limits that exceed the Plan Deductible. The Township shall reimburse bargaining members for costs associated with the out-of-pocket limits as follows:

In-Network			
Coverage	Annual Out-of-Pocket Limit for In-Network Including Plan Deductible	Plan Deductible	Employee Responsibility After Plan Deductible*
Single	\$4,500	\$1,500	\$3,000
Couple	\$12,000	\$3,000	\$9,000
Parent/Child	\$12,000	\$3,000	\$9,000
Parent/Children	\$12,000	\$3,000	\$9,000
Family	\$12,000	\$3,000	\$9,000

*For In-Network services, after the employee reaches the amount equal to the Plan Deductible, the employee is required to pay only the co-payments set forth on pages 2 and 3 in the In-Network Column of the Summary Plan Description attached as "Exhibit A". The employee is only responsible for co-payments up to the amount in this "Employee Responsibility After Plan Deductible" column.

Out-of-Network				
Coverage	Annual Out-of-Pocket Limit for Out-of-Network Including Plan Deductible	Plan Deductible	Employee Responsibility After Plan Deductible**	Township Responsibility After Plan Deductible
Single	\$7,000	\$3,000	\$3,000	\$1,000
Couple	\$18,000	\$9,000	\$9,000	N/A
Parent/Child	\$18,000	\$9,000	\$9,000	N/A
Parent/Children	\$18,000	\$9,000	\$9,000	N/A
Family	\$18,000	\$9,000	\$9,000	N/A

**For Out-Of-Network services, after the employee reaches the amount equal to the Plan Deductible, the employee is required to pay only the co-insurance amounts set forth on pages 1, 2, and 3 in the Out-Of-Network Column of the Summary Plan Description attached as "Exhibit A". The employee is responsible for only co-insurance payments up to the amount in this "Employee Responsibility After Plan Deductible" column.

6.6.4 Upon execution of this Agreement and prior to the change to the HDHP PPO Medical Plan, the Township will transfer each employee's existing premium contribution (7% or 10%) into his/her HSA account.

6.6.5 An employee who had a Flexible Savings Account ("FSA") under the 2014 Agreement will have all existing funds in his/her account transferred to his/her HSA when the HDHP PPO Medical Plan takes effect. At that time, all FSAs will be terminated.

6.6.6 While most employees will have lower payroll deductions for their HSA contribution than they currently contribute to their premiums, including any HMO rebate, certain employees will have higher payroll deductions under the HDHP PPO Medical Plan. To address this discrepancy for these

employees, the Township will pay two times the net differential for 2016 into that employee's HSA account. To the extent that the net differential payment combined with the other HSA contributions contemplated under this Agreement exceed the allowable federal contribution cap for 2017, the amount in excess of the cap shall be contributed to the employee's HSA account in 2018.

6.6.7 The Township reserves the right to seek an alternative healthcare plan through the current provider, which may result in a reduced or eliminated RATE member contribution towards plan deductibles or premiums, so long as such an alternative healthcare plan provides equal or better coverage.

9. Alternative Health Plan Options — Section 6.9 of the 2014 Agreement shall be struck in its entirety.

10. Flexible Spending Plan — Section 6.11 of the 2014 Agreement shall be struck in its entirety.

11. Holiday Leave — Section 8.3 of the 2014 Agreement shall be amended as follows:

8.3 Personal days shall be capped at six days per year. Carryover of personal days from one calendar year to the next calendar year is not permitted.

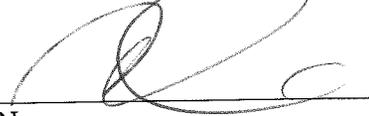
12. Other Post-Employment Benefits ("OPEB") — Section 12A of the 2014 Agreement shall be amended as follows:

12A.5 Employees entitled to post-retirement healthcare as set forth in Section 12A.1 and 12A.2 shall have the option to continue on the HDHP PPO Medical Plan with the Township covering the full amount of the monthly premium and deductible costs until he/she becomes Medicare eligible. Once the employee becomes Medicare eligible, the Township shall provide and cover the full amount of the monthly premium and deductible costs with a comparable secondary plan to the HDHP PPO Medical Plan and agrees to create a Health Reimbursement Account ("HRA") for the employee within 60 days from when the employee gave notice to the Township that such employee became eligible for such benefit. Through the HRA, the Township shall reimburse the retired employee for the costs associated with satisfying the plan deductible.

Alternatively, an eligible bargaining unit member may elect to receive post-retirement healthcare coverage through a non-high deductible plan that the Township makes available until the employee is Medicare eligible. When the employee retires, he/she will have the option to elect the alternative reduced cost plan with the savings being applied to spousal/family coverage. The retiree will be responsible for the difference of the deductible between the individual and family plans, providing RATE members with an additional option other than paying the COBRA rates as referenced in section 12.10, the alternative coverage will become secondary.

13. As Is — All provisions of the 2007-2011 Collective Bargaining Agreement, as amended by the 2011-2013 Settlement Agreement and the 2014-2016 Settlement Agreement, not expressly amended or revised by this Agreement shall remain as is and in effect for the duration of this Agreement.

RADNOR ASSOCIATION OF TOWNSHIP EMPLOYEES


Name

3/7/17
Date


Name

3-7-17
Date

TOWNSHIP OF RADNOR

Name

Date

Name

Date

Exhibit C

Seniority Layoffs

- A. Field Leader
- B. Mechanics
- C. Heavy Equipment Operators / Special Tech Small Equipment Repair
- D. Administrative Assistants
- E. Light Equipment Operators
- F. Drivers, Skilled Laborers, Sewer Maintenance
- G. Semi-Skilled Laborer
- H. Laborer / Collector

**RESOLUTION 2017-52
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, ADOPTING AN EXTENSION TO THE CONSOLIDATED
COLLECTIVE BARGAINING AGREEMENT (CBA) WITH THE FRATERNAL
ORDER OF POLICE (FOP) THROUGH DECEMBER 31, 2021.**

WHEREAS, the Binding Arbitration Act of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement; and

WHEREAS, the Police and the Township have previously reached an agreement concerning terms and conditions of employment of Police through December 31, 2018 (“Consolidated CBA”); and

WHEREAS, such agreement was reached through the collective efforts of the FOP and the Administration with the guidance and support provided by the Township’s Citizen Audit Review and Financial Advisory Committee (CARFAC); and

WHEREAS, such terms and conditions of the agreement were approved by the Board of Commissioners at their public meeting on May 19, 2014; and

WHEREAS, the Police and the Township have agreed to extending the terms of the existing Collective Bargaining Agreement which is set to expire on December 31, 2018 and providing an additional three years under the Agreement which will now expire on December 31, 2021;

NOW, THEREFORE, it is hereby **RESOLVED** THAT the Police and the Township agree that the three year extension to the Consolidated CBA shall be adopted and the new expiration date shall be December 31, 2021.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of March A.D., 2017.

RADNOR TOWNSHIP

By: _____

Name: Elaine P. Schaefer
Title: President

ATTEST: _____

Robert A. Zienkowski
Township Manager / Secretary

Radnor Township
PROPOSED LEGISLATION



DATE: March 13, 2017

TO: Board of Commissioners

FROM: William M. White, Finance Director

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

LEGISLATION: Resolution 2017-52 adopting an extension to the Consolidated Collective Bargaining Agreement with the Fraternal Order of Police (FOP) through 2021.

LEGISLATIVE HISTORY: The Township and Fraternal Order of Police have previously entered into a Collective Bargaining Agreement dated January 1, 2014 through December 31, 2018, representing a consolidation of the 2007 labor contract and subsequent extension and amendments and memorialized the relevant terms and conditions through 2018. This extension provides for some minor modifications and an additional three years to December 31, 2021.

PURPOSE AND EXPLANATION: The Binding Arbitration Act of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement. This resolution will memorialize the Township's extension of the labor agreement with the FOP through December 31, 2021.

FISCAL IMPACT: The Township's annual budgets will reflect the respective salary, benefit and retirement benefit costs of this agreement.

RECOMMENDED ACTION: The Administration respectfully recommends the adoption of Resolution 2017-52 at the March 13, 2017 meeting.

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2017, by and between the FRATERNAL ORDER OF POLICE, DELAWARE COUNTY LODGE #27, on behalf of the Police Officers of the Township of Radnor (hereafter referred to as "Police"), and the TOWNSHIP OF RADNOR (hereinafter referred to as "Township").

WITNESSETH

WHEREAS, the Binding Arbitration Act of 1968 provides settlements entered into as a result of collective bargaining shall be reduced to written agreement; and

WHEREAS, the Police and the Township have previously reached an agreement concerning terms and conditions of employment of Police through December 31, 2018; and

WHEREAS, the Police and the Township have agreed to extend that agreement through December 31, 2021;

NOW, THEREFORE, the Police and the Township agree that the existing Collective Bargaining Agreement ("CBA") shall be modified as herein indicated, which constitutes the Agreement reached between the parties:

1. **Wages** – Art. 1 of the CBA shall be amended to provide as follows:

Each Officer shall receive an across the board increase to his/her base salary of 2.5% on January 1, 2013; and an additional 2.75% on January 1 of 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021. In addition, Patrol Officers hired on or after January 1, 2005 shall receive the full Patrol Officer base salary after 60 months of service. For illustrative purposes, the base salary of all positions in the bargaining unit shall be as follows:

Patrol Officer (hired AFTER 1/1/2004)	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018
New hire without Act 120 certification (65%)	\$52,122	\$53,555	\$55,028	\$56,541	\$58,096	\$59,693
New hire with Act 120 certification (70%)	\$60,140	\$61,794	\$63,493	\$65,239	\$67,033	\$68,877
After 18 months of service (80%)	\$64,150	\$65,914	\$67,726	\$69,589	\$71,502	\$73,469
After 24 months of service (85%)	\$68,159	\$70,033	\$71,959	\$73,938	\$75,971	\$78,061
After 36 months of service (90%)	\$72,168	\$74,153	\$76,192	\$78,287	\$80,440	\$82,652
After 48 months of service (95%)	\$76,178	\$78,272	\$80,425	\$82,637	\$84,909	\$87,244
After 60 months of service (100%)	\$80,187	\$82,392	\$84,658	\$86,986	\$89,378	\$91,836
Investigator	\$86,602	\$88,983	\$91,430	\$93,945	\$96,528	\$99,183
Corporal	\$88,206	\$90,631	\$93,124	\$95,685	\$98,316	\$101,020
Sergeant	\$96,224	\$98,870	\$101,590	\$104,383	\$107,254	\$110,203
Lieutenant	\$115,471	\$118,647	\$121,910	\$125,262	\$128,707	\$132,246
Traffic Safety Unit	\$86,602	\$88,983	\$91,430	\$93,945	\$96,528	\$99,183

Patrol Officer (hired AFTER 1/1/2004)	1/1/2019	1/1/2020	1/1/2021
New hire without Act 120 certification (65%)	\$61,335	\$63,021	\$64,754
New hire with Act 120 certification (70%)	\$66,053	\$67,869	\$69,735
After 18 months of service (80%)	\$75,489	\$77,565	\$79,698
After 24 months of service (85%)	\$80,207	\$82,413	\$84,679
After 36 months of service (90%)	\$84,925	\$87,260	\$89,660
After 48 months of service (95%)	\$89,643	\$92,108	\$94,641
After 60 months of service (100%)	\$94,361	\$96,956	\$99,622
Investigator	\$101,910	\$104,712	\$107,592
Corporal	\$103,797	\$106,652	\$109,584
Sergeant	\$113,233	\$116,347	\$119,546
Lieutenant	\$135,880	\$139,617	\$143,456
Traffic Safety Unit	\$101,910	\$104,712	\$107,592

Investigator (Detective) = 8% above base
 Corporal = 10% above base
 Sergeant = 20% above base
 Lieutenant = 20% above Sergeant
 Traffic Safety Unit = 8% above base

The new rate of base pay shall apply only to Officers officially assigned by Management to the Traffic Safety Unit for a period of duty that is greater than two consecutive weeks; however, the new rate shall not apply to temporary assignments (such as to assist with periodic traffic

accident, speed check, etc.). Nothing herein shall be construed to create any new right on the part of either party regarding assignments to the Traffic Safety Unit. Notwithstanding the foregoing, Management shall have the sole discretion to assign, reassign, and unassign Officers, in good faith, to and from the Traffic Safety Unit as it deems in the Department's and Township's best interests.

2. Educational Incentive – Art. 23 of the CBA shall be amended to provide as follows:

A. Eligibility

Effective January 1, 2017, all Officers shall receive, as educational incentive, for post-high school education credits, the following increases to their annual salary:

Minimum of:	30 credits	\$125.00
	60 credits	\$250.00
	90 credits	\$375.00
	120 credits	\$500.00

These credits must be taken at an accredited college or university. Although the credit hours attained by the Officer shall be retroactive, they apply to all courses completed by the officer, to be paid once a year in the first pay of July, determined as of December 31 of the prior year.

B. Schedule

For years 2019, 2020, and 2021, qualifying Officers shall receive the following increases, as educational incentive, to their annual salary:

	<u>2017 and 2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>30 credits</u>	\$125.00	\$325.00	\$525.00	\$750.00
<u>60 credits</u>	\$250.00	\$500.00	\$750.00	\$1,000.00
<u>90 credits</u>	\$375.00	\$650.00	\$925.00	\$1,250.00
<u>120 credits</u>	\$500.00	\$800.00	\$1,100.00	\$1,500.00

3. **Drug and Alcohol Testing Policy** – Art. 42 of the CBA shall be retitled “Drug and Alcohol Testing Policy” and shall be amended as follows:

All Officers shall be subject to the terms and conditions set forth in the Drug and Alcohol Testing Policy, which is attached to this Agreement as Exhibit “C” and is incorporated herein by reference.

In addition, “Unenforceability of Benefits” shall be renumbered as Art. 43; “As Is Clause” shall be renumbered as Art. 44; and “Duration of Agreement” shall be renumbered as Art. 45.

4. **Duration of Agreement** – Art. 45 of the CBA shall be amended to provide as follows:

All benefits that do not designate an effective date shall become and remain effective as of January 1, 2013 and shall continue in full force and effect through December 31, 2021, or until such later date as the Police and the Township may hereafter agree as to be the extended

termination date. Any such extended date shall be evidenced by an amendment to this agreement, in writing, and executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals.

RADNOR TOWNSHIP

**FRATERNAL ORDER OF POLICE,
DELAWARE COUNTY LODGE #27 ON
BEHALF OF THE POLICE OFFICERS
OF RADNOR TOWNSHIP**

By: _____

Attest: _____

Date: _____

By: *Joseph N. Fitzgerald*

Attest: *Paul Dellmuth*

Date: 3/8/17

RADNOR TOWNSHIP POLICE DEPARTMENT

Drug and Alcohol Policy

I. Philosophy

Radnor Township and the Radnor Township Police Department are committed to establishing and maintaining a workplace free of illegal substances, illicit substances, and alcohol. Township personnel are entitled to a safe work environment; and the public is entitled to the highest quality services, provided by the most qualified and capable individuals. Persons who consume alcoholic beverages or who are otherwise under the influence of alcohol while working or representing the Township; who use alcohol inappropriately or irresponsibly; who use or ingest controlled substances illegally or inappropriately, or who possess or ingest illegal substances undermine these objectives.

Generalities aside, police officers who use alcohol inappropriately or irresponsibly, or who possess or ingest illegal substances:

- a) Undermine the integrity of the Police Department as a whole.
- b) Undermine their credibility as witnesses for the prosecution in court proceedings.
- c) Undermine the Police Department's effort to enforce laws regarding drugs and alcohol.
- d) Expose themselves to corruptive influences.
- e) Expose themselves—and possibly other personnel—to criminal liability.
- f) Expose themselves, the Township, the Police Department, and other personnel to civil liability.
- g) Endanger their safety and well-being, and the safety and well-being of other personnel and the public at large.

Such risks cannot and will not be tolerated in a law enforcement/public safety environment.

II. Definitions

- a) Drug means substances recognized in the official United States Pharmacopoeia, or official National Formulary, or any supplement to either; substances intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or other animals; or substances (other than food) intended to affect the structure or any function of the human body or other animal body.
- b) Controlled Substance means any drug, substance, plant, chemical, or immediate precursor included in the federal Controlled Substance Act (Pub. L. No. 91-513, Title II, 84 Stat. 1247 (1970)). Schedules of included drugs and substances are listed in 21 USC § 812.
- c) Illegal Drug means any drug, controlled substance, or Banned Substance listed in Section IV of this Policy, in any form, which cannot legally be possessed or

consumed, inhaled, injected, or otherwise ingested without a valid prescription issued by a licensed medical professional for legitimate medical reasons. Any so-called designer drug is considered an illegal drug.

- d) Reasonable Cause means: The totality of facts and circumstances, and reasonable inferences drawn from such facts and circumstances, that together with experience lead to the suspicion that one is under the influence of or has otherwise used or ingested alcohol, illegal drugs, or controlled substances.
- e) SAMHSA Guidelines means the current Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), HHS.

III. Policy

The following shall be the policy of the Radnor Township Police Department:

- a) Except when in the performance of their duties, officers shall not purchase, contribute toward the purchase of, possess, distribute, transfer, manufacture, or transport any alcoholic beverage while on-duty.
- b) Except when in the performance of their duties, officers shall not consume or otherwise ingest any alcoholic beverage while on-duty.
- c) Officers shall not report for duty impaired by recent alcohol consumption.
- d) Officers shall not consume any alcohol four (4) hours prior to reporting to work.
- e) While off-duty, officers shall not consume any alcoholic beverage while wearing a Police Department uniform or any part of a uniform or take any police action off duty while consuming alcoholic beverages (other than calling 911 and being a witness, or in extreme exigent circumstances). Any and all such off-duty actions will be reported immediately to an on-duty Radnor Township Police Supervisor as per established protocol.
- f) Except when in the performance of their duties or pursuant to a prescription issued by a licensed medical professional, officers shall not purchase, contribute toward the purchase of, possess, or transport any illegal drug(s), controlled substance(s), or Banned Substance(s).
- g) Except when in the performance of their duties, officers shall not distribute, transfer, or manufacture any illegal drug(s), controlled substance(s), or Banned Substance(s).
- h) Officers shall not consume, inhale, inject, or otherwise ingest any illegal drug(s), controlled substance(s), or Banned Substance(s) that has not been prescribed by a licensed medical professional.
- i) Officers shall not abuse or otherwise inappropriately use medications prescribed by a licensed medical professional.

- j) Officers shall inform supervisors of potential adverse side effects of prescribed or over-the-counter medication they are taking.
- k) Officers shall be subject to random, "for cause, and return to duty drug and alcohol testing per the procedures outlined in this document.

IV. Banned Substances

The following classes of drugs (including any of their metabolites, derivatives, or immediate precursors) are banned and will be screened for during all officers' drug tests:

- a) Amphetamines (Amphetamine, Methamphetamine)
- b) Cocaine
- c) Cannabinoids (Marijuana, THC, Hashish)
- d) Opiates (Heroin, Morphine, Codeine) and Expanded Opiates (Hydrocodone, Hydromorphone, Oxycodone and Oxymorphone)
- e) Phencyclidine (PCP)
- f) MDMA (Ecstasy)
- g) Anabolic steroids

V. Administrative/Disciplinary Issues

- a) A police officer who tests positive for alcohol or any Banned Substance during any test conducted pursuant to this Policy, including random, "for cause", or return to duty test, shall be subject to the progressive discipline set forth below in Section V(a)(i)-(ii). The purpose of this progressive discipline is to implement a "two strikes and you're out" policy.
 - i. First Positive Test: mandatory entry into Treatment and Return to Duty Program as set forth below in Section XVI.
 - ii. Second Positive Test: Termination. Any subsequent positive test will result in immediate termination.
 - iii. The progressive discipline set forth in this Section does not sunset for any police officer. A police officer shall be subject to termination for a second positive test throughout the duration of his/her employment in the Radnor Police Department.
 - iv. The progressive discipline set forth in Section V(a)(i)-(ii) shall not apply to the discipline set forth in the remainder of Section V.
- b) A police officer shall be terminated for failing to comply with a commanding officer's request to submit to any drug and alcohol test conducted pursuant to this Policy.

- c) A police officer who has been convicted of possessing any drug, controlled substance, or Banned Substance shall be terminated.
- d) Any other violations of this Policy, including violations of those rules set forth in III(a)-(j), will be addressed on a case-by-case basis. Disciplinary action may include suspension or dismissal, depending on the circumstances at hand.
- e) The Radnor Township Police Department Manual provides additional information addressing emergency vehicle operation, patrol operations, officer conduct and administrative/disciplinary issues.

VI. Admission of Dependency

An officer who seeks assistance with a substance-dependency prior to being selected for a random drug and alcohol test shall not be subject to disciplinary action. However, once an employee is informed that he/she has been randomly selected, the employee cannot refuse the mandatory drug test. Such refusal is grounds for immediate dismissal.

VII. Officer Assistance Programs

The Township and the Police Department offer several services to assist officers in getting the help they need or want in a number of circumstances, not just in matters of substance-dependency treatment/rehabilitation. These services are offered at no charge to officers.

- **Medical Care Provider**

The Township's medical care provider is the initial contact for officers seeking assistance with medical and psychological issues. The Township's medical care provider, in consultation with the officer and other medical/psychological professionals as might be deemed appropriate will determine an appropriate course of treatment or referral, depending on the circumstances at hand. At the time this Policy was adopted, the contact information, under police officers' health insurance coverage, for the Township's Employment Assistance Program is Human Management Services (HMS), www.hmsincorp.com, 1-800-343-2186 (confidential toll-free number).

- **Substance Abuse Professional**

The Police Department retains the services of a substance abuse professional (SAP). The SAP is responsible for monitoring the progress of officers in substance-dependency treatment, rehabilitation, and aftercare programs:

The SAP, in addition, is a resource contact for officers seeking assistance with substance-dependency issues, and he/she makes recommendations to the Police Department and the Township regarding substance-dependency prevention, treatment, rehabilitation, and aftercare programming.

In lieu of contacting the Township's medical care provider, officers may request referrals to the Police Psychologist from the Superintendent of Police. Referrals to the SAP may be requested through the Superintendent of Police.

VIII. Medical Review Officer

The Medical Review Officer (MRO) is a physician who is specially trained in the areas of substance abuse issues and testing; and who is continually updated on relevant matters, including any legislative and laboratory issues.

Among other duties, the MRO reviews and evaluates random drug and alcohol test results; conducts post-test interviews with officers, as appropriate; and issues reports to the Superintendent of Police, as appropriate.

IX. Specimen Collection

The collection of all specimens under this Policy will be conducted in as private and unobtrusive a fashion as possible given the generally accepted industry standards and methods for such specimen collection.

The collection of specimens for "For Cause" drug and alcohol testing will be via a "blood kit" at Bryn Mawr Hospital, or if that location is unavailable, Lankenau Medical Center.

The collection of specimens for Random and Return to Duty alcohol testing will be via evidentiary device (*i.e.*, Breathalyzer).

All Random and Return to Duty drug testing will be via urinalysis. The collection of urine specimens for Random and Return to Duty drug testing will be conducted as follows:

- a) Random and Return to Duty drug testing will include screening for adulterants (*i.e.*, substances recognized by SAMHSA as typically used to mask the presence of Banned Substances in the urine).
- b) The collection and analysis of urine specimens for Random and Return to Duty drug testing will be done off-site, at facilities that are not affiliated with the Township or the Police Department, and that are appropriately licensed and accredited to conduct specimen collection and analysis for drug and alcohol testing purposes.
- c) The processes used by the specimen collection and testing facilities for collecting and analyzing specimens will be certified as compliant with standing SAMHSA Guidelines.
- d) The processes used by the specimen collection and testing facilities for ensuring specimen integrity (*i.e.*, chain-of-custody, etc.) will be certified as being compliant with standing SAMHSA Guidelines.
- e) The specimen collection and testing facilities will employ quality control and assurance and instrumentation calibration standards certified as compliant with standing SAMHSA Guidelines:
- f) The documentation, record keeping, and results reporting procedures employed by the specimen collection and testing facilities will be certified as being compliant with standing SAMHSA Guidelines.

- g) Collection facility personnel may require an officer to produce a fresh urine specimen under direct observation if it is determined that the officer was attempting to defeat the testing process by submitting a “cold” urine specimen.
- h) If an officer is unable to produce an amount of urine appropriate for forensic testing collection facility personnel will advise the officer as to what measures to take (*i.e.*, consuming a certain volume of liquids over a certain time period, etc.).

X. Specimen Processing and Testing

Screening and testing of blood specimens for Banned Substances and adulterants will be conducted as follows:

- a) Specimens will be processed and tested in accordance with 75 Pa.C.S. § 1547 (Chemical testing to determine amount of alcohol or controlled substance).
- b) Threshold and confirmatory concentrations for blood specimen analysis for drugs and Banned Substances (except for anabolic steroids) will follow the current levels promulgated by Pennsylvania Department of Health under 75 Pa.C.S. § 1547(c)(4), such as *Minimum Levels of Controlled Substances or Their Metabolites in Blood to Establish Presence of Controlled Substance*, 45 Pa. Bull. 3638 (July 4, 2015), and updated versions by the Pennsylvania Department of Health. Threshold and confirmatory tests of a blood specimen for any and all anabolic androgenic steroids covered by Schedule III of the Code of Federal Regulations’ Schedules of Controlled Substances are considered positive if such substances are present in any detectable level.
- c) Specimens of blood are considered confirmed positive if the amount of alcohol detected is .04% or greater.

Screening and testing (initial and confirmatory) of breath specimens for alcohol during Random and Return to Duty alcohol testing will be via evidentiary device (*i.e.*, Breathalyzer). Specimens of breath are considered confirmed positive if the amount of alcohol detected is .04% or greater.

Screening and testing of urine specimens for Banned Substances and adulterants will be conducted as follows:

- a) Specimens will be processed and tested in accordance with standing SAMHSA Guidelines.
- b) Specimens must be processed by a laboratory certified by the Department of Health and Human Services to meet the SAMHSA Guidelines.
- c) Threshold and confirmatory concentrations for urine specimen analysis will follow the standing SAMHSA Guidelines, except for anabolic steroids. Threshold and confirmatory tests of a urine specimen for any and all anabolic androgenic steroids covered by Schedule III of the Code of Federal Regulations’ Schedules of

Controlled Substances are considered positive if such substances are present in any detectable level.

- d) Urine specimens initially found to contain a Banned Substance or adulterant will be subjected to a confirmatory screening according the standing SAMHSA Guidelines for the particular Banned Substance and/or adulterant(s) detected.
- e) A specimen confirmed as adulterated is considered positive-for a Banned Substance and is treated as such vis-a-vis the procedures pertaining to the review and reporting of test results.

XI. Review and Reporting of Results

All drug and alcohol test results are sent directly to the MRO by the testing facility. The MRO is responsible for reviewing and evaluating test results and submitting a written report to the Superintendent of Police.

Prior to submitting his/her report to the Superintendent of Police the MRO will contact any officer for whom a positive blood, urine or breath specimen is indicated. The MRO will arrange for a post-test interview with the officer to discuss the results of the positive test. Depending on the circumstances at hand and the officer's explanation for the positive test, if any, the MRO may recommend that the officer undergo a retest. If a retest is indicated appropriate arrangements for such will be made by the MRO and paid for by the Township.

If the MRO is unable to contact an officer after reasonable efforts he/she may contact the Office of the Superintendent of Police for assistance. The MRO will report a positive test to the Superintendent of Police if an officer refuses to arrange a post-test interview within twenty-four (24) hours after being contacted by the MRO or the Police Department; or if an officer fails to attend a scheduled post-test interview.

No administrative/disciplinary action will be taken against an officer unless the MRO reports a positive test result to the Superintendent of Police. If a retest is indicated, a positive result will not be reported until the results of the retest are reviewed by the MRO.

When a positive test is reported by the MRO, the officer in question will be immediately placed on temporary paid administrative leave. If the officer is off-duty when notification is received he/she will be contacted by the Office of the Superintendent of Police and given instructions. If the officer is on-duty at the time notification is received his/her commanding officer will be informed. The commanding officer is responsible for:

- Taking custody of the officer's duty firearm.
- Ensuring that the officer does not operate his/her personal vehicle and making appropriate arrangements for the officer to be transported to his/her residence.

An officer placed on temporary paid administrative leave will remain on leave until further notice from the Office of the Superintendent of Police. An officer on temporary administrative leave will continue to draw pay as he/she would if working his/her regular work schedule.

XII. Disposition of Specimens

Urine specimens will be disposed of as follows:

- a) Specimens initially found to contain a Banned Substance or adulterant will be stored—securely at the testing facility, in a fashion compliant with standing SAMHSA Guidelines, pending completion of confirmatory screening.
- b) Specimens considered negative for Banned Substances—either initially or because a confirmatory screening does not indicate the presence of a Banned Substance or adulterant in amounts exceeding SAMHSA tolerance thresholds—will be destroyed upon completion of the testing process.
- c) Specimens considered positive for a Banned Substance or adulterant will be retained by the laboratory facility, stored in a fashion and for a period of time compliant with standing SAMHSA Guidelines.

XIII. Random Drug and Alcohol Testing

All police officers, regardless of rank and assignment, are subject to unannounced random drug and alcohol testing as follows:

- a) Random drug and alcohol tests will be administered throughout the calendar year, at various intervals.
- b) The selection of officers for random drug and alcohol tests shall take place at the Radnor Police Department.
- c) Testing may take place on any day of the week, including weekends and on holidays; and may occur during daytime or nighttime hours.
- d) Officers may be randomly tested as many as two (2) times per calendar year.
- e) The number of officers randomly tested in any one calendar year will be 50% of the total number of sworn officers in the Police Department (based on the number of sworn officers as of 01 January of the year in question).
- f) All officers randomly tested will be administered a drug test via the collection of a urine sample. Of the total number of officers randomly tested throughout the calendar year, 10% will be administered an alcohol test via an evidentiary device (*i.e.*, Breathalyzer).
- g) Selection of officers for random drug and alcohol testing will be done via a scientifically valid method so as to ensure that each officer has an equal chance of selection (*i.e.*, via a random-numbered table or a computer-based random number generator based on employees' payroll numbers, etc.).
- h) The process for selecting officers for random drug and alcohol testing will be administered by an agency or facility not affiliated with the Township or the Police Department.

- i) When a testing cycle begins, the agency or facility responsible for administering the selection process will notify the Office of the Superintendent of Police as to which officers will be tested. The Office of the Superintendent of Police will then notify the appropriate commanding officers as to which officers will be tested and when those officers should report to the specimen collection facility.
- j) Commanding officers are responsible for ensuring that officers under their command report promptly to the specimen collection facility, as scheduled.
- k) If an officer is not working for whatever reason, and he/she is on the list of officers to be tested in a particular cycle, the agency or facility responsible for administering the selection process will be informed of such. The officer's name will be removed from the list for that testing cycle and put back into the pool of officers eligible for future testing. For example, if an officer requests, and is granted, a personal day prior to being selected for testing, the officer's name will be removed from the list for that testing cycle and put back into the pool of officers eligible for future testing. After the Officer has been granted personal leave, the Township will not cancel such personal leave for the purpose of recalling the Officer for testing.
- l) Whenever the Superintendent of Police is selected for testing the agency or facility responsible for administering the selection process will notify the Township's Chief Administrative Officer (CAO). The CAO will notify the Superintendent of Police that he/she has been selected for random drug and alcohol testing and indicate when he/she should report to the specimen collection facility.

XIV. "For Cause" Testing

If there is reasonable cause to believe that an officer is under the influence of alcohol, drugs, or a controlled substance, he/she shall be subject to a drug and alcohol test.

Commanding officers have the experience and training to make a determination as to whether there is reasonable cause for testing. Therefore, such a determination will be made by the on-duty commanding officer of the unit to which the officer is assigned. The commanding officer is responsible for:

- a) Completing an inquiry into the matter as quickly as possible given the circumstances at hand. A commanding officer will decide whether there is reasonable cause for testing whenever an officer is driving a vehicle on-duty that is involved in a reportable accident under Section 3746(a) of Title 75, Pennsylvania's Consolidated Statutes.
- b) Conducting the inquiry in as discreet and private a fashion as possible given the circumstances at hand.
- c) Ensuring that the officer in question does not operate a Police Department vehicle or otherwise participate in police activity while the inquiry is being conducted.

- d) Interviewing the officer as part of the inquiry process. The commanding officer will transport the officer to the Public Safety Building for the interview if the officer is in the field.

If the commanding officer determines that there is cause for a drug and alcohol test to be administered, he/she will be responsible for:

- a) Taking custody of the officer's duty firearm (and backup firearm if the officer is carrying one).
- b) Transporting the officer to Bryn Mawr Hospital for completion of a "blood kit." If a blood kit cannot be completed at Bryn Mawr Hospital, the officer will be taken to Lankenau Medical Center.
- c) Ensuring that the chain-of-custody for the blood kit is properly followed and documented.
- d) Issuing the officer a memorandum placing him/her on temporary paid administrative leave pending the outcome of the drug and alcohol test.
- e) Ensuring that the officer does not operate his/her personal vehicle and making appropriate arrangements for the officer to be transported to his/her residence.

An officer placed on temporary paid administrative leave will remain on leave until further notice from the Office of the Superintendent of Police. An officer on temporary administrative leave will continue to draw pay as he/she would if working his/her regular work schedule.

Regardless of whether a drug and alcohol test is administered, the commanding officer is responsible for fully documenting the matter and reporting it to the Superintendent of Police and to the overall commanding officer of the division in question.

XV. Treatment and Return to Duty

Immediately after a police officer first tests positive for alcohol or any Banned Substance during any test conducted pursuant to this Policy, that officer will be placed on paid administrative leave. As soon as practicable thereafter, the Township's medical care provider, the SAP, the officer, and other medical/psychological healthcare providers, as appropriate, shall consult and create a course of substance-dependency treatment/rehabilitation. If the officer refuses to submit to the substance-dependency treatment/rehabilitation, the officer will be terminated. Under the Township's "two strikes and you're out policy," substance-dependency treatment/rehabilitation is only available after the first positive test for alcohol or any Banned Substance. If an officer tests positive for alcohol or any Banned Substance a second time, that officer will be terminated.

An officer undergoing substance-dependency treatment/rehabilitation will remain on administrative leave status for the duration of the treatment or rehabilitation program. Whether the course of treatment or rehabilitation is voluntarily or part of an administrative/disciplinary action, or is being completed on an in-patient or out-patient basis, is irrelevant to the officer's paid status.

If the treatment/rehabilitation program is part of an administrative/disciplinary action, and that action also includes a term of suspension, the officer will serve the suspension before being placed on administrative leave. Officers are not permitted to expend vacation leave, sick leave, Kelly days, so-called "paid holiday" time, or compensatory time in lieu of serving a term of suspension.

During the administrative leave period the officer will continue to draw pay as if he/she were working his/her regular work schedule. However, the Township will only pay the police officer during one leave period as a result of either testing positive under this Policy or proactively requesting substance-dependency treatment/rehabilitation. After an employee either tests positive under this Policy or proactively requests treatment, that employee may subsequently request treatment, but must utilize accrued leave time or take unpaid leave during the duration of the treatment.

Depending on the circumstances at hand, either the Township's medical care provider or SAP will be responsible for monitoring the officer's progress through the prescribed/required course of treatment/rehabilitation, and through any aftercare program; and for submitting regular progress reports to the Superintendent of Police. When the Township's medical care provider or the SAP, in consultation with the officer and other medical/psychological healthcare providers, as appropriate, determines that the officer is fit to return to duty he/she will certify such, in writing, to the Superintendent of Police, and the officer will be reinstated to active duty status.

An officer who is reinstated to active duty status following substance-dependency treatment/rehabilitation will be subject, in addition to all other testing under this Policy, to (a) one mandatory, random, unannounced drug and alcohol test prior to reinstatement; (b) at least six (6) random, unannounced follow-up drug and alcohol testing at the order of the Township Manager over a period of twelve (12) months following reinstatement; and (c) scheduled follow-up drug and alcohol testing over a period of twelve (12) months following reinstatement.

XVI. Off-Duty Alcohol Use

Officers are expected to conduct themselves appropriately and responsibly when consuming alcohol while off-duty.

XVII. Legal Drugs

Officers are obligated to inform supervisors of potential adverse side effects of prescribed or over-the-counter medication they are taking. Any officer who takes such prescribed or over-the-counter medication is also obligated to obtain written confirmation from a doctor affirming that the officer is able to safely and effectively perform the duties of a Township police officer. Such a police officer is expected to maintain custody of that written confirmation for two years, and to present that written confirmation to Township if an issue arises regarding the police officer's fitness for duty during the period that he/she took the prescribed or over-the-counter medication.

If it is determined that an officer cannot safely and effectively perform his/her, duties because of the adverse side effects of medication he/she is taking, he/she may be required to take sick leave.

The Township's medical care provider, in consultation with the officer, Township, and Police Department personnel, and other medical professionals as might be deemed appropriate, will

determine if an officer should be required to take a leave-of-absence, the duration of the required leave-of-absence, and any aftercare or return to duty conditions.

XVIII. Expenses

The Township will pay for all drug and alcohol testing. The Township will also pay for substance-dependency treatment and rehabilitation programs, including any health insurance co-payments and deductibles. However, the Township will only pay a police officer during one occurrence of treatment as set forth in Section XVI. The Township will compensate officer with overtime pay in the event that an officer is required to stay beyond a normal shift for the purpose of submitting to or completing a drug test.

Discussion of Traffic Calming on Pine Tree Road

**RESOLUTION NO. 2017-46
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE FINAL LAND DEVELOPMENT
PLAN FOR THE STEM BUILDING AT THE ACADEMY OF NOTRE
DAME DE NAMUR LOCATED AT THE NORTHWEST CORNER OF
SPOUL AND GODFREY ROADS**

WHEREAS, Academy of Notre Dame de Namur (“Applicant”) received Preliminary Land Development Plan approval by the Township pursuant to Resolution 2016-116, dated April 25, 2016; and

WHEREAS, the Applicant’s final plan has been reviewed by both the Radnor Township Planning Commission and the Delaware County Planning Commission; and

WHEREAS, the Board of Commissioners now intends to approve the Final Land Development Plan for the STEM Building at the Academy of Notre Dame de Namur subject to certain terms and conditions.

NOW, THEREFORE, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the Final Land Development Plans for the STEM Building at the Academy of Notre Dame de Namur, prepared by Momenee, Inc., dated August 31, 2016, revised January 4, 2017 subject to the following conditions:

1. The Applicant shall comply with the February 17, 2017 Gannett Fleming review letter, a copy of which is attached hereto as *Exhibit “A”*.
2. The Applicant shall comply with the January 27, 2017 Gilmore & Associates review letter, a copy of which is attached hereto as *Exhibit “B”*, specifically Applicant shall comply with paragraph C., General Comments of the Gilmore letter, Paragraphs 1 – 4.
3. The Applicant shall comply with all outstanding conditions set forth in the preliminary plan approval Resolution No. 2016-116.
4. The Applicant shall comply with all other applicable ordinances with respect to sewage, stormwater management, zoning and building, and all county, state, federal rules, regulations and statutes.
5. The Applicant shall execute Development Agreement and Financial Security Agreements in a form and manner to be approved by the Township Solicitor.
6. The Applicant shall pay a park and recreation fee in the amount of \$7,659.00 upon execution of Development and Financial Security Agreements.

7. In addition to the waiver of the transportation impact study granted at the preliminary plan approval stage, the following additional SALDO waivers are approved:

- a. Section 255-27.B(3)(d) and C(1) – as to improvements along Sproul Road and Godfrey Road.

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

By: _____

Name: Elaine P. Schaefer

Title: President

ATTEST: _____

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 statutes.
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





MEMORANDUM

Date: January 27, 2017

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

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

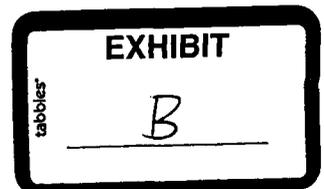
cc: Roger Phillips, P.E., Senior Project Manager, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

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.



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

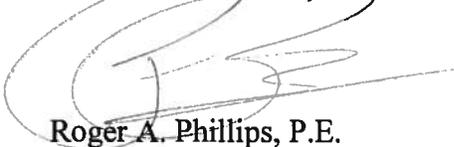
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The applicant appeared before the Planning Commission on February 6, 2017. The Planning Commission recommended approval of the final plans.

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.

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Final Land Development Plans – Academy of Notre Dame de Namur

Plans Prepared By: Momeneee, Inc.

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

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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.

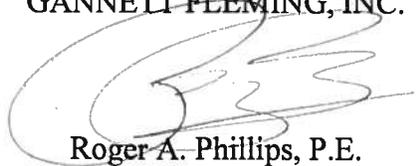
In addition to our review comments, a memorandum dated January 27, 2017 from Amy Kaminski of Gilmore & Associates, Inc. the Township Traffic Engineer has been attached and is incorporated herein by reference.

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

February 16, 2017

PLANNING COMMISSION

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

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

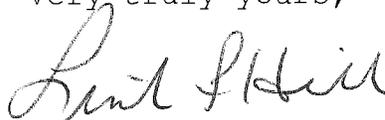
RE: Name of Dev't: Academy of Notre Dame de Namur STEM Building
DCPD File No.: 34-4265-97-98-05-16-17
Developer: Academy of Notre Dame de Namur
Location: Northwest corner of Sproul and Godfrey Roads
Recv'd in DCPD: January 12, 2017

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on February 16, 2017, the Commission took action as shown in the recommendation of the attached review.

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

Very truly yours,


Linda F. Hill
Director

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



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

Date: February 16, 2017
File No.: 34-4265-97-98-05-16-17

PLAN TITLE: Academy of Notre Dame de Namur STEM Building

DATE OF PLAN: August 31, 2016

OWNER OR AGENT: Academy of Notre Dame de Namur

LOCATION: Northwest corner of Sproul and Godfrey Roads

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Land Development

ZONING DISTRICT: PI Planned Institutional

SUBDIVISION ORDINANCE: Local

PROPOSAL: Develop 38.143 acres with 97,932 sq. ft. of classroom building space with related improvements and stormwater management

UTILITIES: Public

RECOMMENDATIONS: Approval

STAFF REVIEW BY: Michael A. Leventry

REMARKS:

PREVIOUS ACTION

A plan for the site was last reviewed by the Delaware County Planning Commission at its meeting on October 20, 2016, as a preliminary land development plan. The applicant proposed to



Date: February 16, 2017
File No.: 34-4265-97-98-05-16-17

REMARKS (continued):

further develop 38.143 acres with 97,932 sq. ft. of classroom building space with related improvements and stormwater management. The Commission recommended that the applicant proceed to final application.

CURRENT PROPOSAL

The current proposal is the same as the previous proposal.

SITE CHARACTERISTICS

The site is within an existing academic campus and bounded by educational buildings on either side.

APPLICABLE ZONING

The proposed development is located in the PI Planned Institutional district, and it is subject to applicable regulations set forth by the Township's zoning code.

COMPLIANCE

The proposal appears to comply with the PI Planned Institutional district provisions.

SEWAGE FACILITIES

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

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

Date: February 16, 2017
File No.: 34-4265-97-98-05-16-17

REMARKS (continued):

STORMWATER MANAGEMENT

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

HISTORICAL AND ARCHEOLOGICAL SIGNIFICANCE

The Notre Dame campus was created from an earlier estate home from the turn of the 20th century, and later expanded and called Launfal in 1926-7. Many of the 13 buildings on campus are historic. The proposed new building will not affect any historic buildings. It appears some stone walls that are part of a courtyard will be removed, but a portion of the wall and a statue within is to be retained, so the historic character of this feature will be remembered.

The proposed development will occur in a zone that has a low potential for archeological underground artifacts.

RECORDING

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



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
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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?

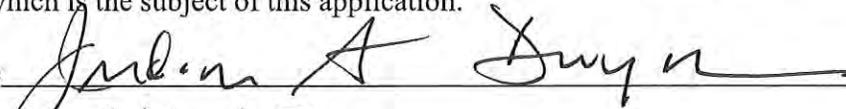
N/A

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	38,143	Acres
Size of All Existing Buildings	83,110	Square Feet
Size of All Proposed Buildings	97,932	Square Feet
Size of Buildings to be Demolished ⁰		Square Feet

Academy of Notre Dame
Print Developer's Name

Jonathan A. Swyer
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
Momenee, 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
36-RADNOR \$100,500.00 THOMAS J. JUDGE JR. ROD
DELAWARE COUNTY



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

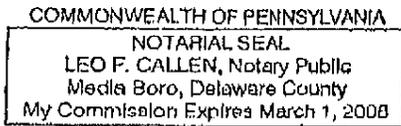


By: Sr. Marian Schaechtel (SEAL)
Sr. Marian Schaechtel
President

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

**RESOLUTION NO. 2017-47
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE FINAL LAND DEVELOPMENT
PLAN OF 427 E. LANCASTER, LLC FOR PROPERTY LOCATED AT
427 E. LANCASTER AVENUE**

WHEREAS, 427 E. Lancaster, LLC (“Applicant”) received Preliminary Land Development Plan approval to erect a multi-family residential building consisting of 22 units pursuant to Radnor Township Resolution No. 2016-48 on April 25, 2016; and

WHEREAS, the Applicant has submitted its Final Land Development Plan which has been reviewed by both the Radnor Township Planning Commission and the Delaware County Planning Commission; and

WHEREAS, the Board of Commissioners of Radnor Township now intends to approve the Final Land Development Plan of 427 E. Lancaster, LLC.

NOW, THEREFORE, be it hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby approve the Final Land Development Plan of Yohn Engineering, LLC, dated December 31, 2015, last revised January 6, 2017, subject to the following final plan approval conditions:

1. Compliance with the Gannett Fleming review letter dated February 21, 2017, a copy of which is attached hereto and incorporated herein as *Exhibit “A”*, specifically as to the following requirements:

- a. Compliance with Section 280-36.3.G of the Township’s Zoning Ordinance with respect to building dimensions and a requirement that the Applicant meet with the Design Review Board and a requirement that the Applicant submit its plan to the Design Review Board for review.
- b. Compliance with Section 280-105.E with respect to outdoor lighting.
- c. Compliance with Section 280-105.F with respect to parking, loading or service areas.
- d. Compliance with Section 208-117 as to site monument signs along Lancaster Avenue.
- e. Compliance with the subdivision and land development comments of the Gannett Fleming review letter in Paragraphs II, 1-11.

f. Compliance with the stormwater requirements of the Gannett Fleming review letter in Paragraphs III, 1-4.

g. Compliance with general comments of the Gannett Fleming review letter in Paragraphs IV, 1 & 2.

2. Compliance with correspondence of Gilmore & Associates, Inc., dated January 27, 2017, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**.

3. The Applicant shall comply with all other applicable Ordinances with respect to sewage, stormwater management, SALDO, Zoning and Building Code, and all 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.

5. The Applicant shall pay a park and recreation fee in the amount of \$72,754.00 upon execution of Development and Financial Security Agreements.

6. In addition to the SALDO waiver granted as part of the preliminary plan as to Section 255.20.b(5)(d)(4) the following additional waivers as approved:

a. Section 255.3B to provide for 3 street trees in lieu of the 5 required street trees due to conflicting adjacent utilities provided that the additional street trees shall be installed at the Township's direction at alternate locations or a fee-in-lieu of be paid to the Township's tree fund.

b. Section 175-15A to permit the proposed grading along the property boundary.

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

RADNOR TOWNSHIP

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

ATTEST: _____



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.

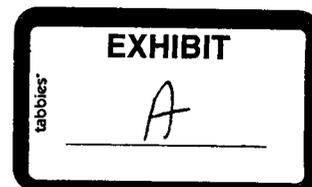
The applicant is proposing to demolish the existing buildings on the site and erect a multifamily residential building consisting of 22 units with parking located beneath the building. The project is located within the R6 Zoning District. The project is combining two parcels (.79 acres and .45 acres) 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

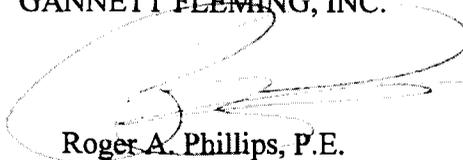
1. §175-15 A – The top or bottom edge of slopes shall be at least three feet from property or right-of-way lines of streets in order to permit the normal rounding of the edge without encroaching on the abutting property. The proposed grading along the eastern property line does not appear to meet this requirement. Additionally, the proposed grading along the south side of the site 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





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

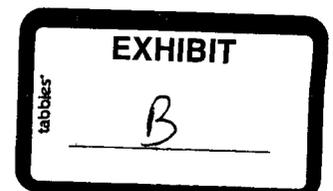
Reference: 427 E. Lancaster Avenue (TMP 36-13-384) 2015-D-11
Radnor Township, Delaware County
Final Land Development Review
G&A# 16-01107

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.



*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

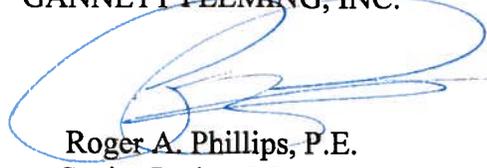
1. §175-15 A – The top or bottom edge of slopes shall be at least three feet from property or right-of-way lines of streets in order to permit the normal rounding of the edge without encroaching on the abutting property. The proposed grading along the eastern property line does not appear to meet this 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





Gannett Fleming

*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

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:

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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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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.
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IV. General

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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



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.
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 - 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 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

February 16, 2017

PLANNING COMMISSION

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

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

RE: Name of Dev't: 427 E. Lancaster Avenue
DCPD File No.: 34-7144-16-17
Developer: 427 Lancaster Ave., LLC
Location: North side of East Lancaster Avenue,
approx. 322' west of Chamounix Road
Recv'd in DCPD: January 23, 2017

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on February 16, 2017, the Commission took action as shown in the recommendation of the attached review.

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

Very truly yours,

Linda F. Hill
Director

cc: 427 Lancaster Ave., LLC
Yohn Engineering, LLC



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

Date: February 16, 2017
File No.: 34-7144-16-17

PLAN TITLE: 427 E. Lancaster Avenue

DATE OF PLAN: January 6, 2017

OWNER OR AGENT: 427 Lancaster Ave., LLC

LOCATION: North side of East Lancaster Avenue,
approx. 322' west of Chamounix Road

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Subdivision and land development

ZONING DISTRICT: R-6

SUBDIVISION ORDINANCE: Local

PROPOSAL: Subdivision: Incorporate two lots
totaling 1.24 acres into one lot

Land development: Construct a
22,325 sq. ft. multi-family
residential building on 1.24 acres

UTILITIES: All Public

RECOMMENDATIONS: Subdivision: Approval

Land development: Approval

STAFF REVIEW BY: Michael A. Leventry

PREVIOUS ACTION

A plan for the site was last reviewed by the Delaware County Planning Commission at its meeting on February 20, 2016, as a preliminary subdivision and land development. The applicant

F.L. 4
F.S. 5
Page 1



Date: February 16, 2017
File No.:34-7144-16-17

REMARKS (continued):

proposed to consolidate two lots that total 1.24 acres, and to develop the consolidated lot with a 22,325 sq. ft. condominium building. The Planning Commission recommended that the applicant proceed to final plan submission.

PROPOSAL

The applicant proposes to consolidate two lots that total 1.24 acres, and to develop the consolidated lot with a 22,325 sq. ft. condominium building.

APPLICABLE ZONING

The proposal is located within the R-6 Residential district and is subject to applicable regulations set forth in the Township's zoning code.

COMPLIANCE

The proposal appears to comply with the R-6 Residential district provisions.

HISTORICAL AND ARCHEOLOGICAL SIGNIFICANCE

The proposed development is on a site that has a low potential for underground archaeological resources. The building to be demolished began as a home circa 1904. It has retained much of its exterior front facade, but has probably lost interior integrity during the years of a newer use.

Date: February 16, 2017
File No.:34-7144-16-17

REMARKS (continued):

SEWAGE FACILITIES

The developer should contact the Pennsylvania Department of Environmental Protection regarding any need for a revision to the municipality's Act 537 Sewage Facilities Plan.

The municipality [Borough/Township] should confirm receipt of any necessary Pennsylvania Department of Environmental Protection planning approval prior to final approval of the plan.

STORMWATER MANAGEMENT

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

RECORDING

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



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 Signature]
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:

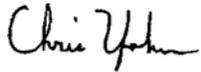
1. The Applicant is investigating the right of way, but to be conservative, the plans have been revised to respect the 30' half right of way.
2. Comment for the applicant.
3. The plans have been revised to include a pavement marking sheet showing the required signs as shown on sheet 9.
4. The plans have 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]

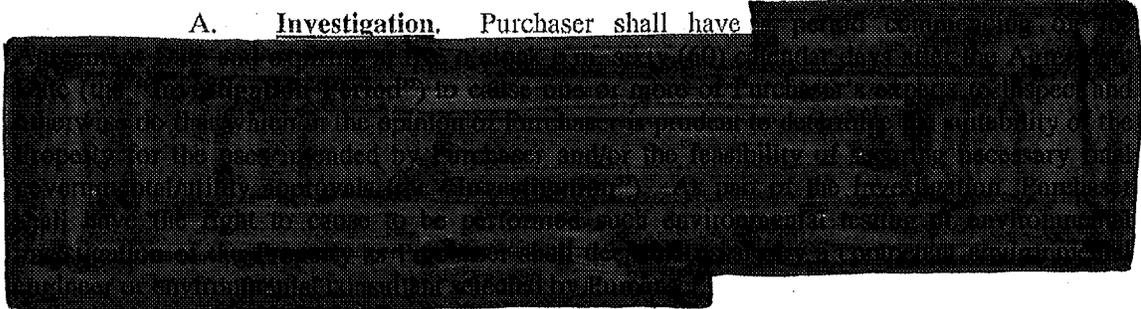
[REDACTED] Purchaser shall deliver to [REDACTED] as escrow agent (the "Escrow Agent") Purchaser's plain check, subject to collection, in the amount of [REDACTED] to be held in escrow by Escrow Agent in a federally insured interest bearing account until consummation or termination of this Agreement (including 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.

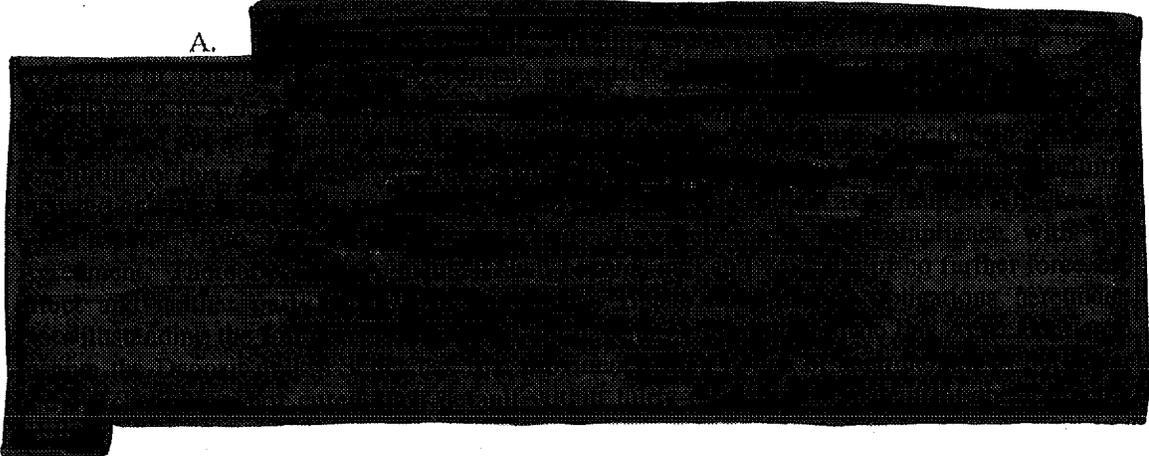
9. **FIRE OR OTHER CASUALTY.** Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If on or prior to

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.

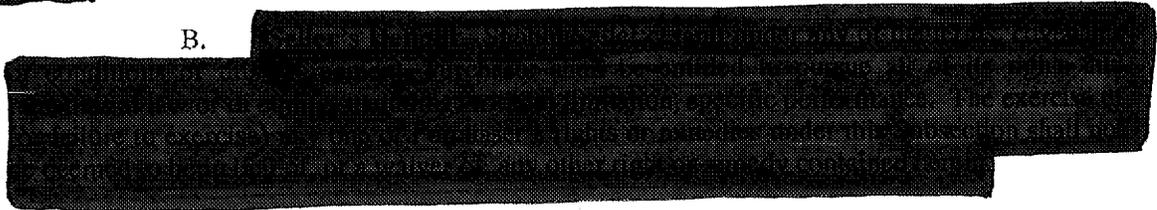
10. **CONDEMNATION**. If on or prior to the Closing Date, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give written notice thereof with specificity 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

Radnor Township Wide Assessment – Final Results

March 13, 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

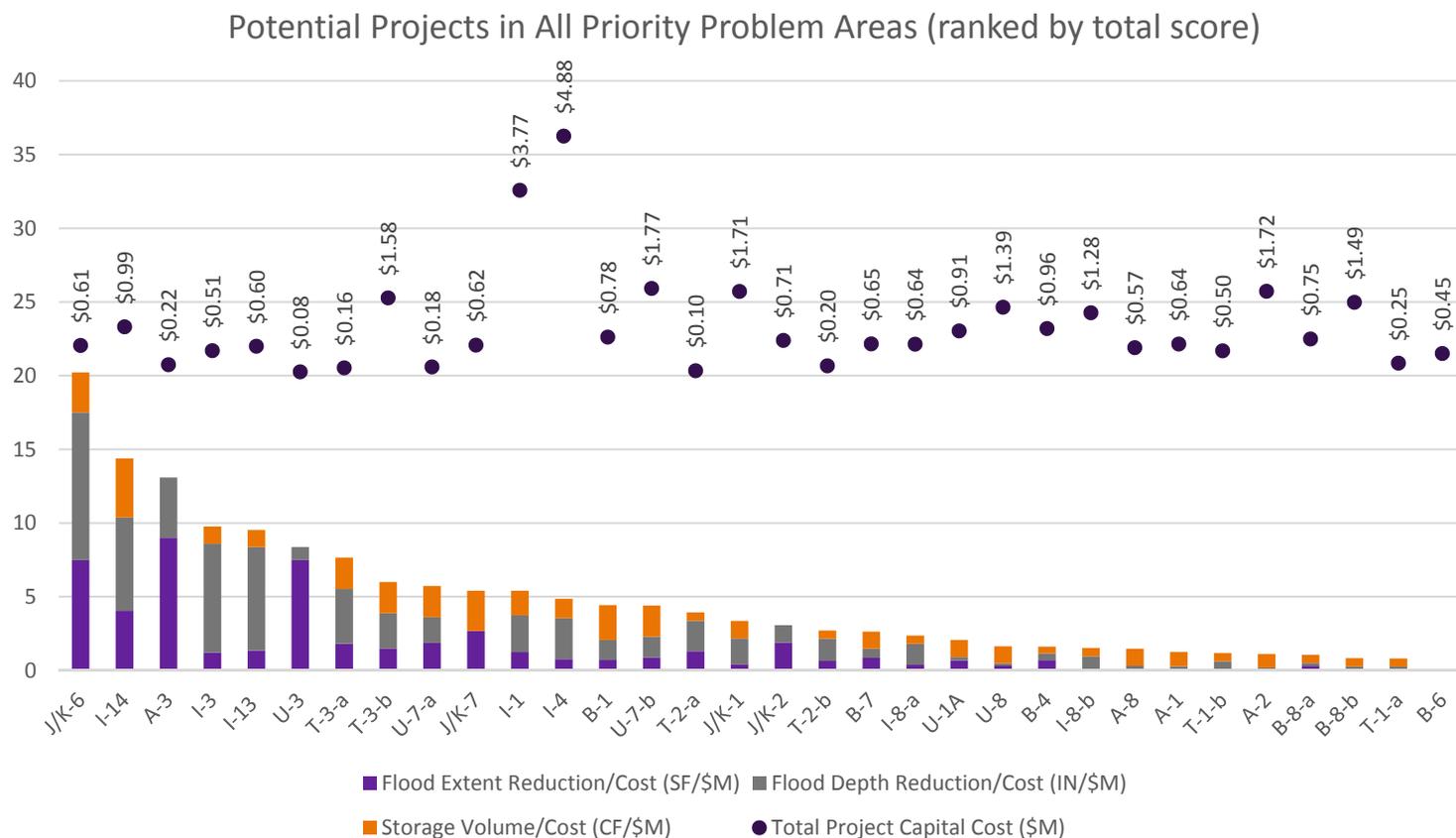
Criteria	Scoring Approach	Description	Assigned Weight
Flood Extent Reduction/Cost (SF/\$M)	0-10 (Low to High)	Based on modeled reduction in flooded area divided by estimated cost; ranked either by individual priority problem area or by all priority problem areas combined	90%
Flood Depth Reduction/Cost (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

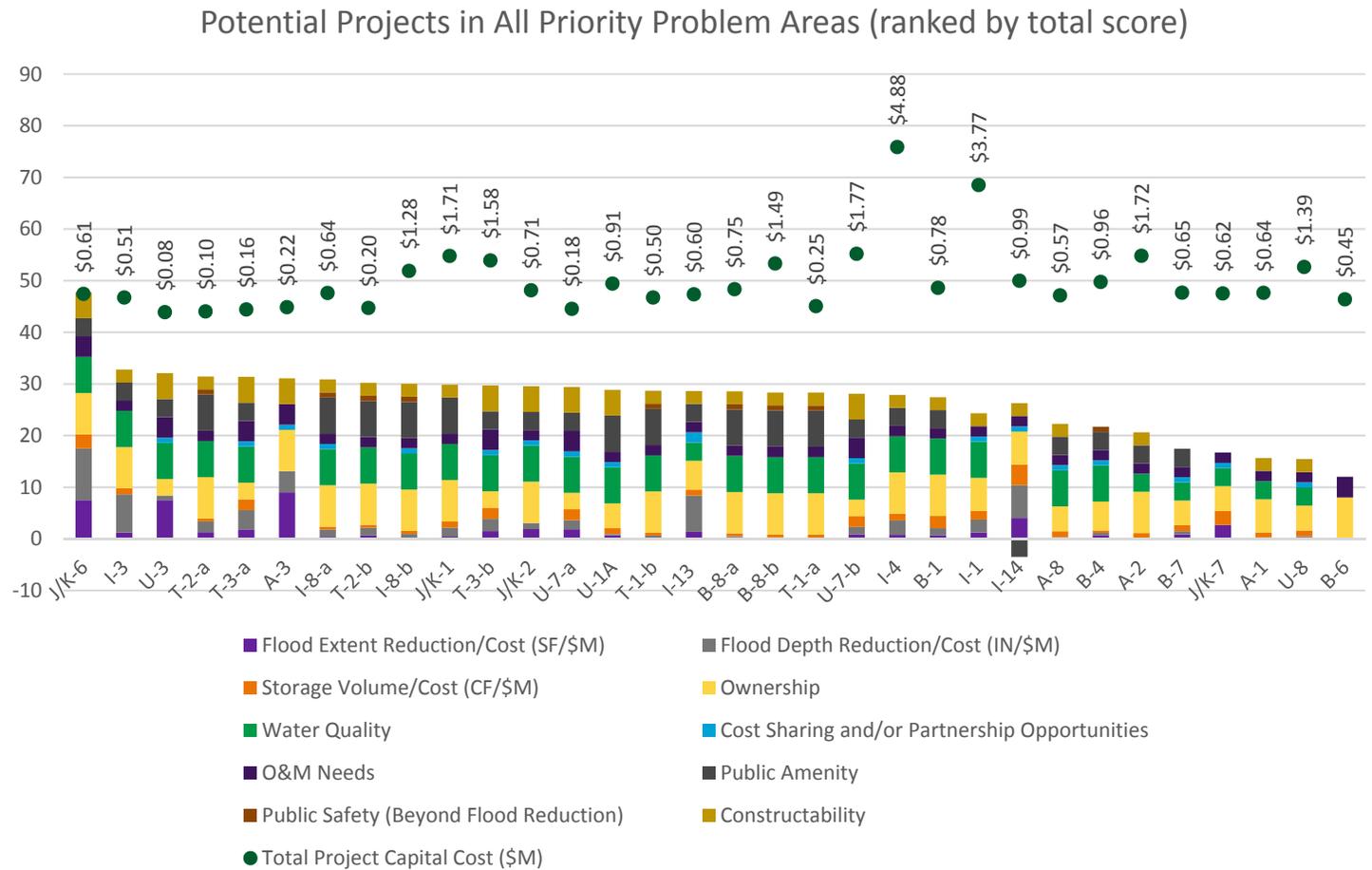
Results of Project Ranking by All Priority Problem Areas (Flood Reduction and Storage Volume Only)

ID #	Name/Location
J/K-6	Radnor Trail
I-14	N. Wayne Field - Option "E"
A-3	S. Wayne Ave Inlets/Pipes
I-3	West Ave Green Street
I-13	Wayne Train Station
U-3	Montrose Condominiums - Conestoga Road
T-3-a	Residential Parcels (10%)
T-3-b	Residential Parcels (100%)
U-7-a	Residential Parcels (10%)
J/K-7	Farmers Market

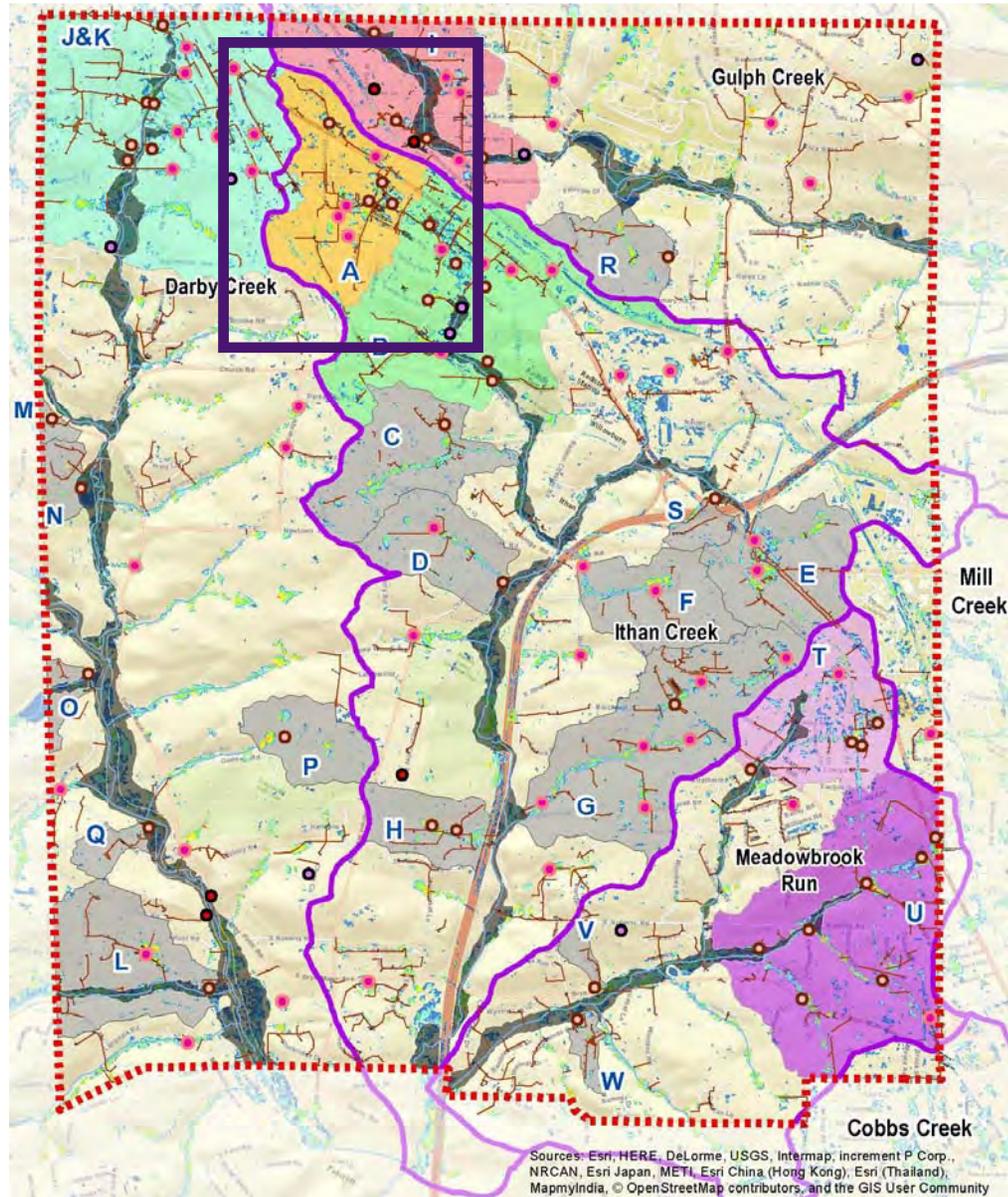


Results of Project Ranking by All Priority Problem Areas (All Prioritization Criteria)

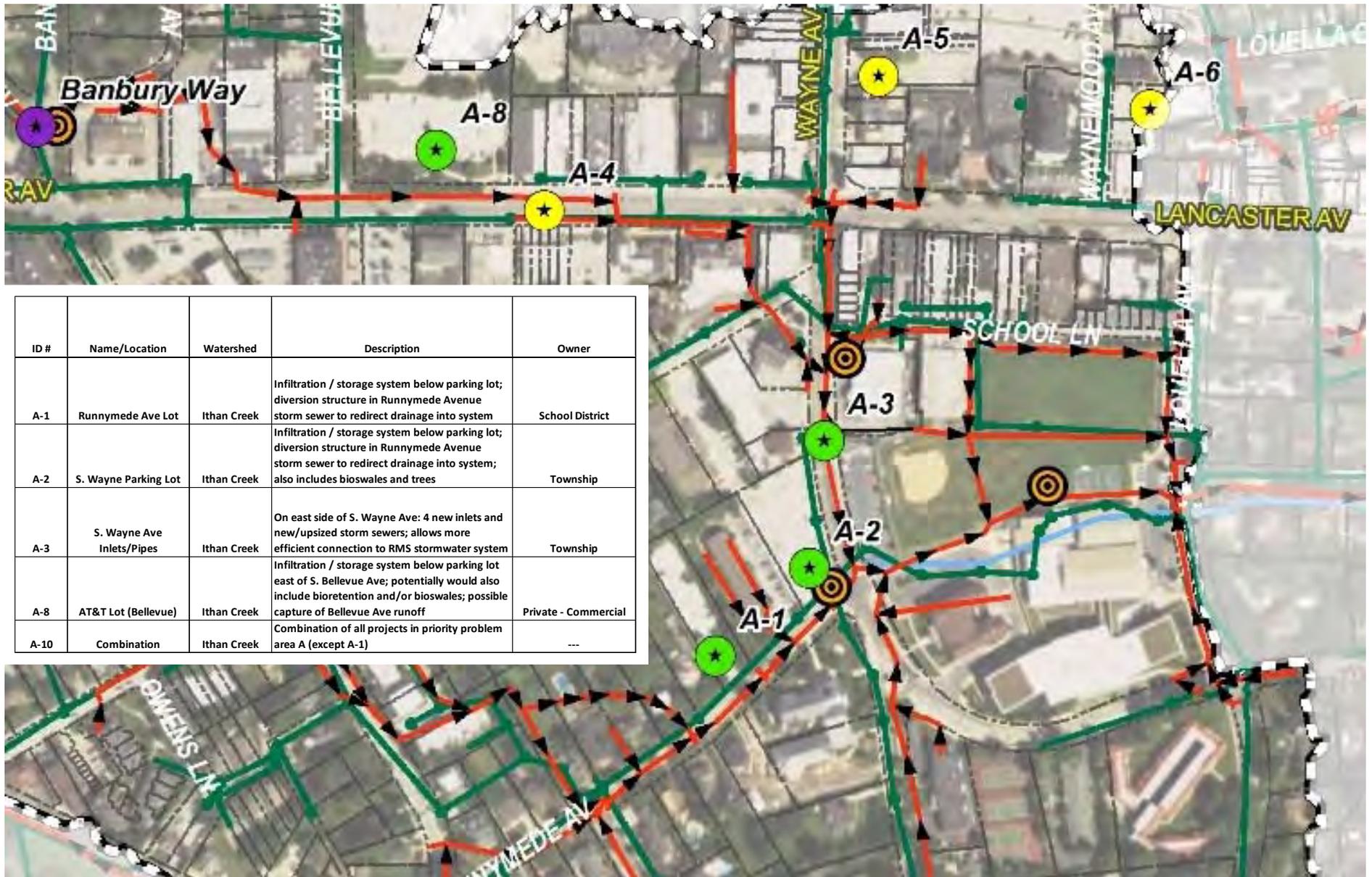
ID #	Name/Location
J/K-6	Radnor Trail
I-3	West Ave Green Street
U-3	Montrose Condominiums - Conestoga Road
T-2-a	Fairfax Road and Hickory Lane (50% ROW)
T-3-a	Residential Parcels (10%)
A-3	S. Wayne Ave Inlets/Pipes
I-8-a	Various Green Streets (50% ROW)
T-2-b	Fairfax Road and Hickory Lane
I-8-b	Various Green Streets (100% ROW)
J/K-1	Connor/Filipone Parks



Priority Problem Area A

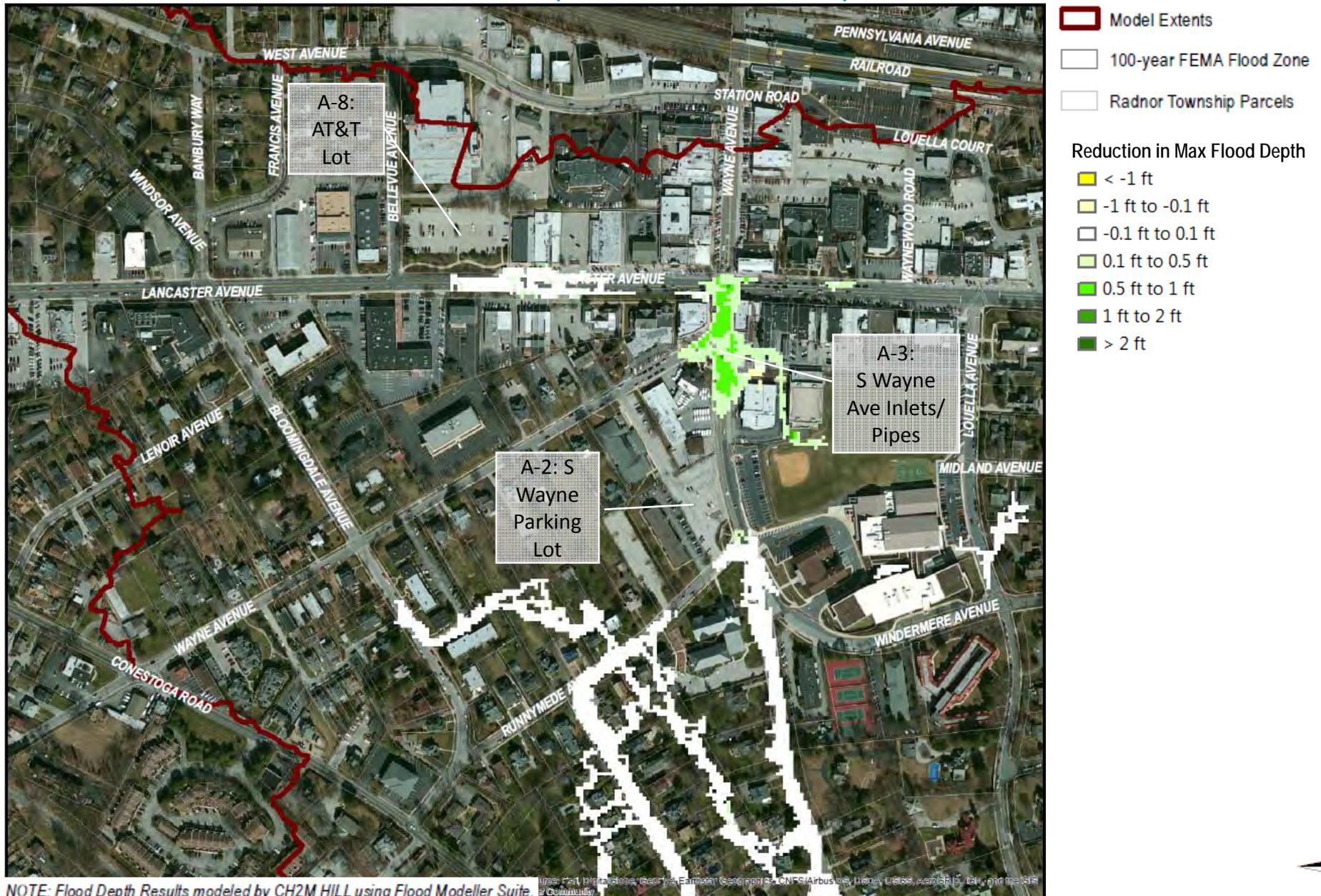


Potential Flood Mitigation Projects – Area A



Ithan Creek Area A: A-10 Combination

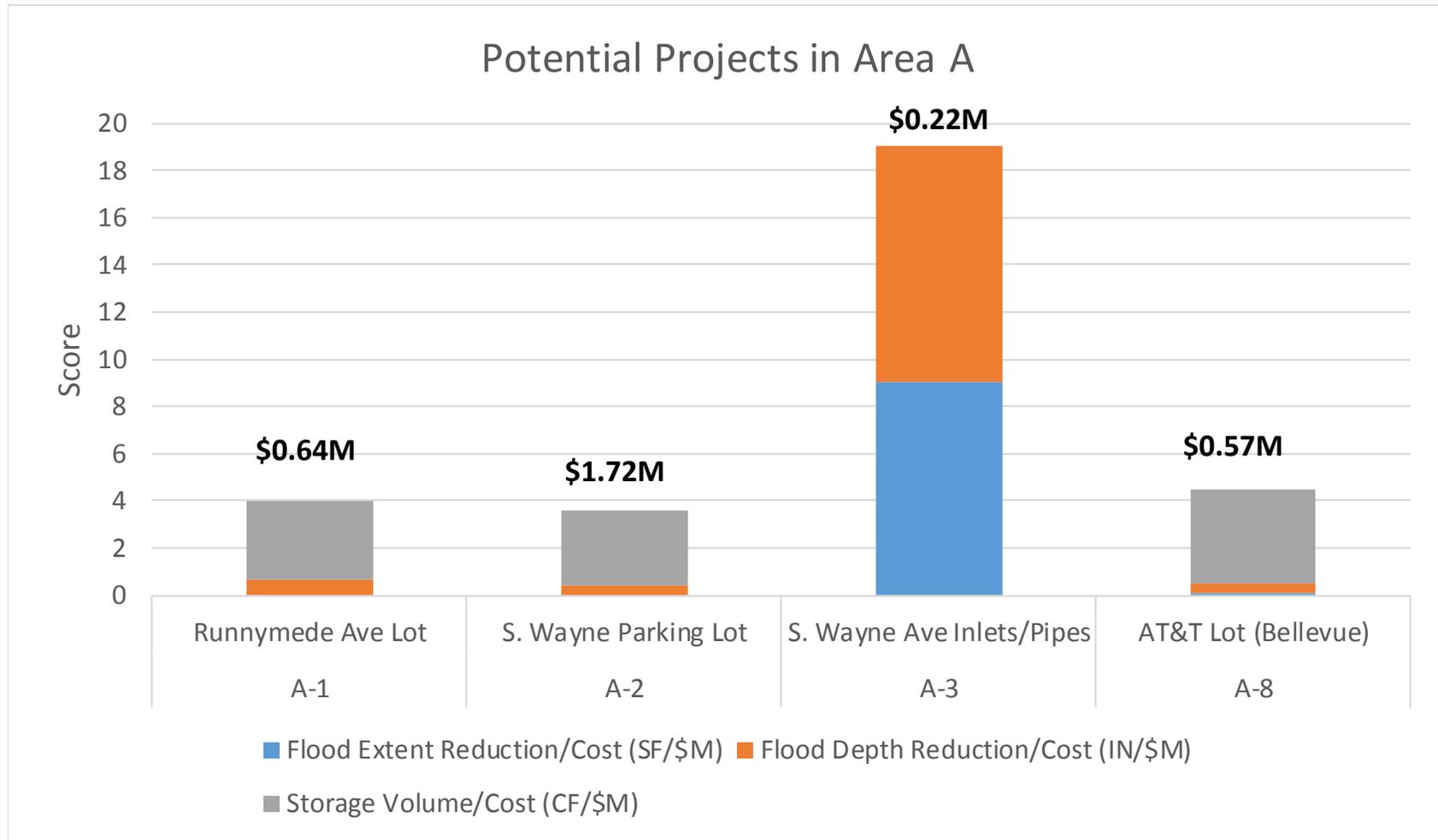
Reduction in Max Flood Depth Results: 10-yr, 1-hr event



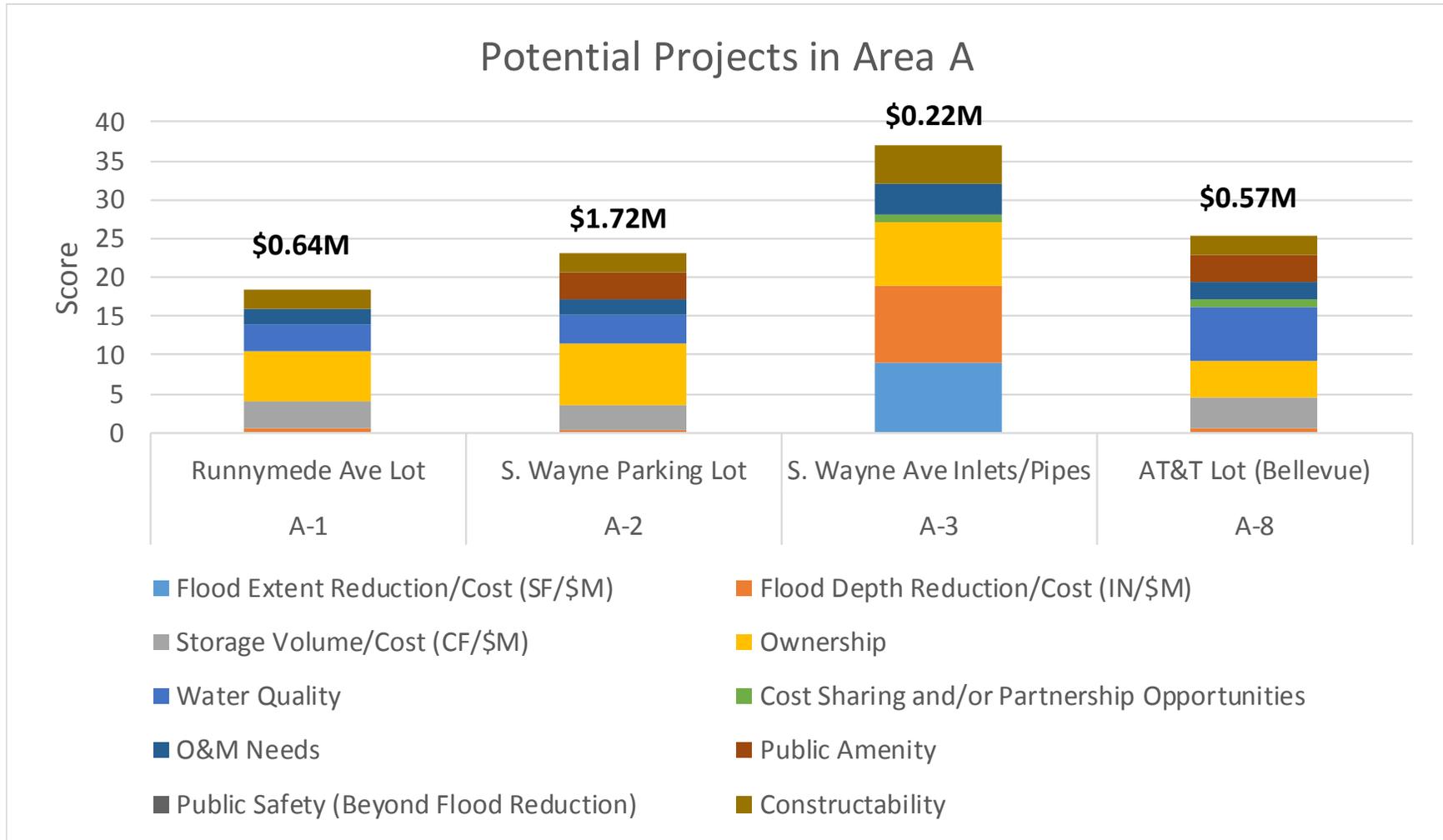
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite. Map Part Data from Google Earth, Esri, Garmin, Geoportals, CNES/Airbus, USDA, USGS, AeroGRID, IGN, and the GIS Community



Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



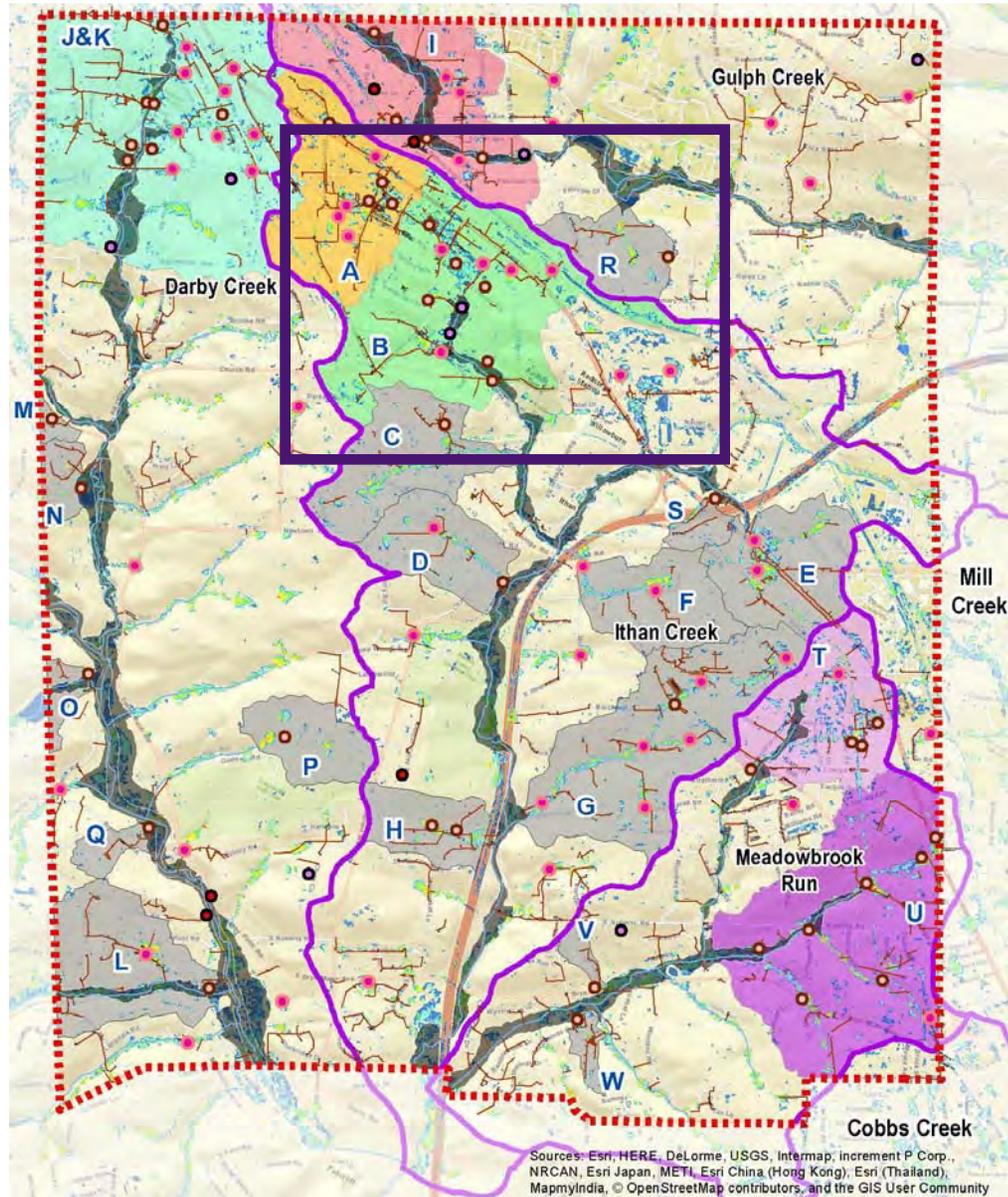
Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)



15

A-1 and A-2 could be made more effective by extending the new storm sewer further up Runnymede and beyond

Priority Problem Area B



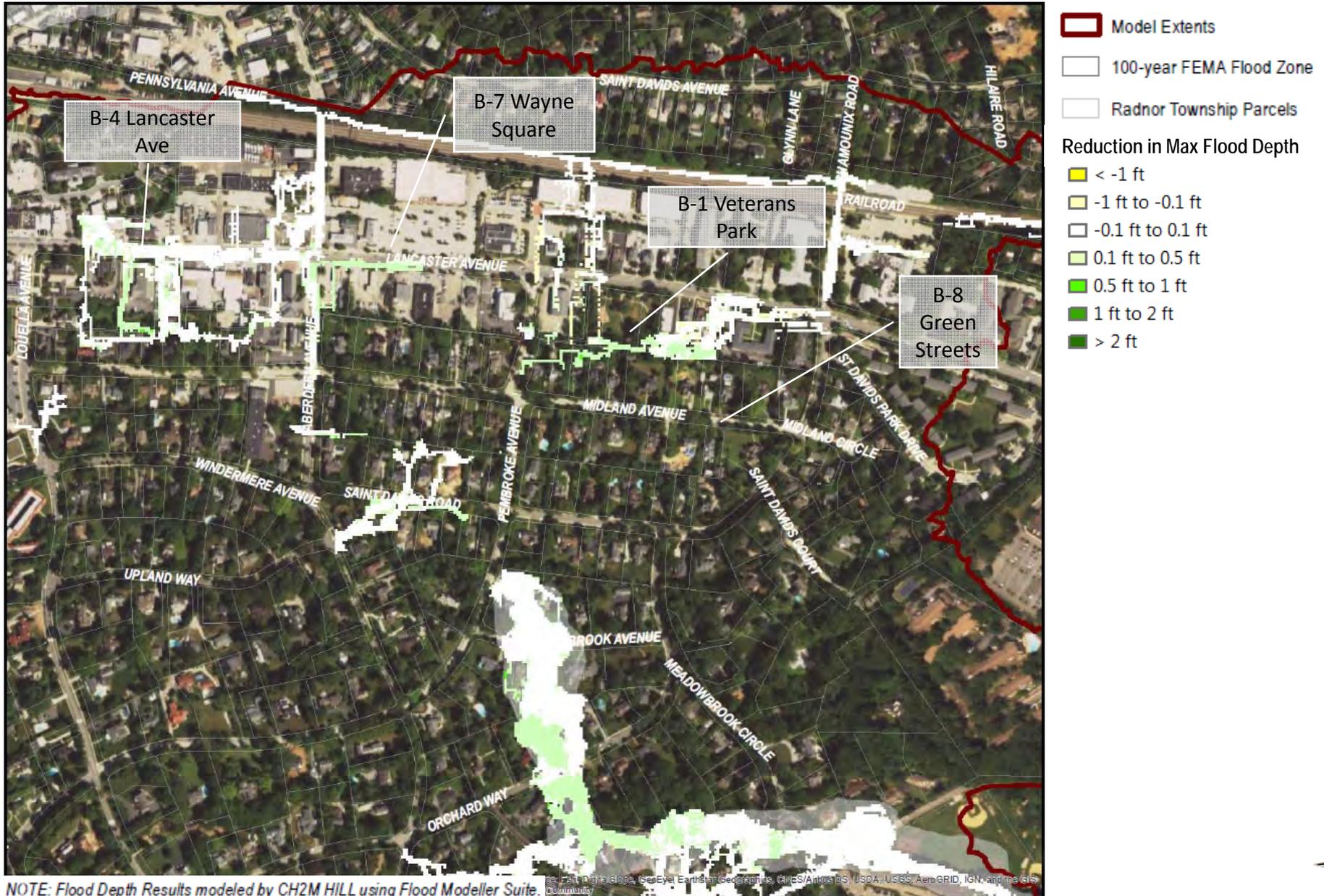
Potential Flood Mitigation Projects – Area B

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: B-9 Combination

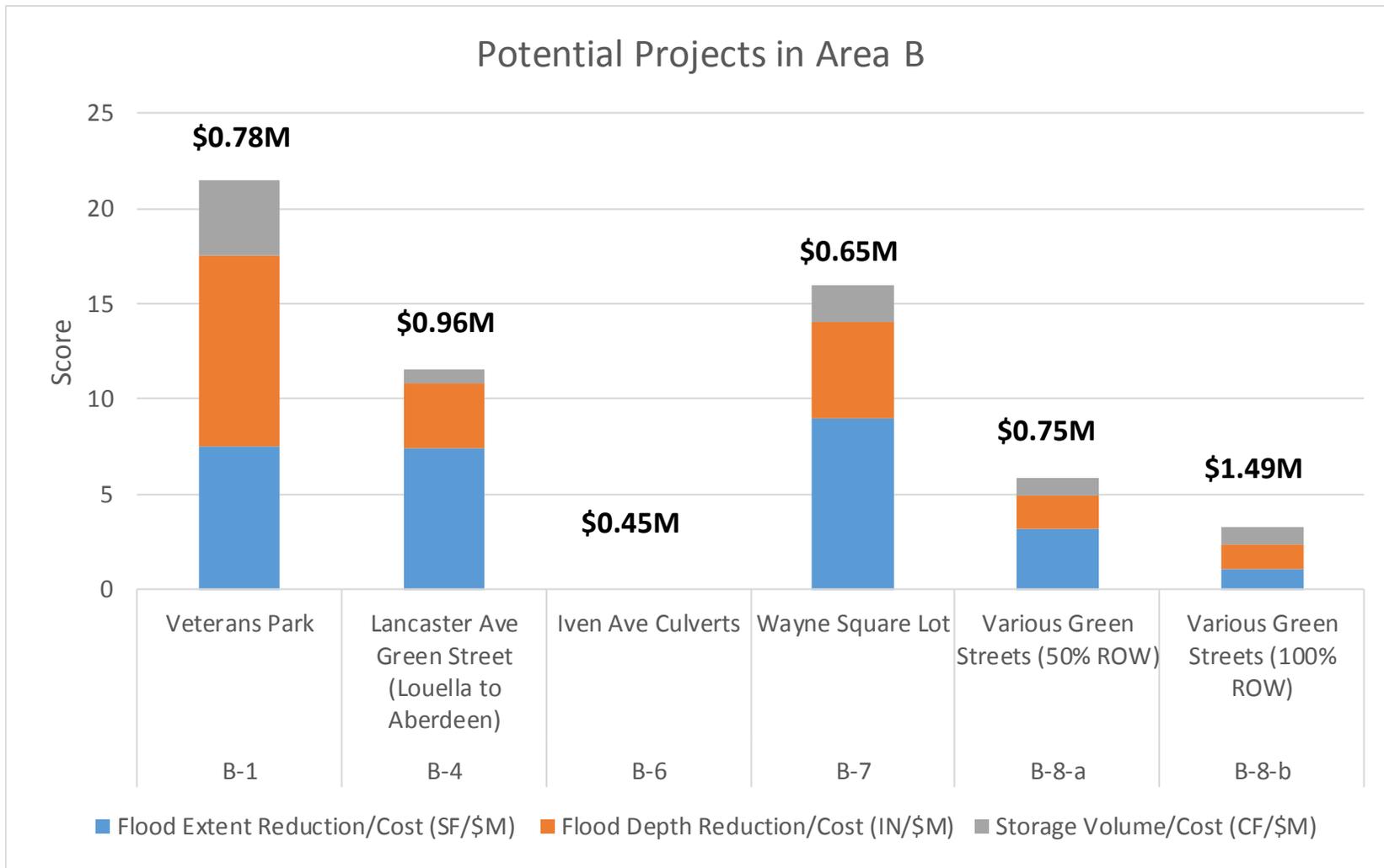
Reduction in Max Flood Depth Results: 10-yr, 1-hr event



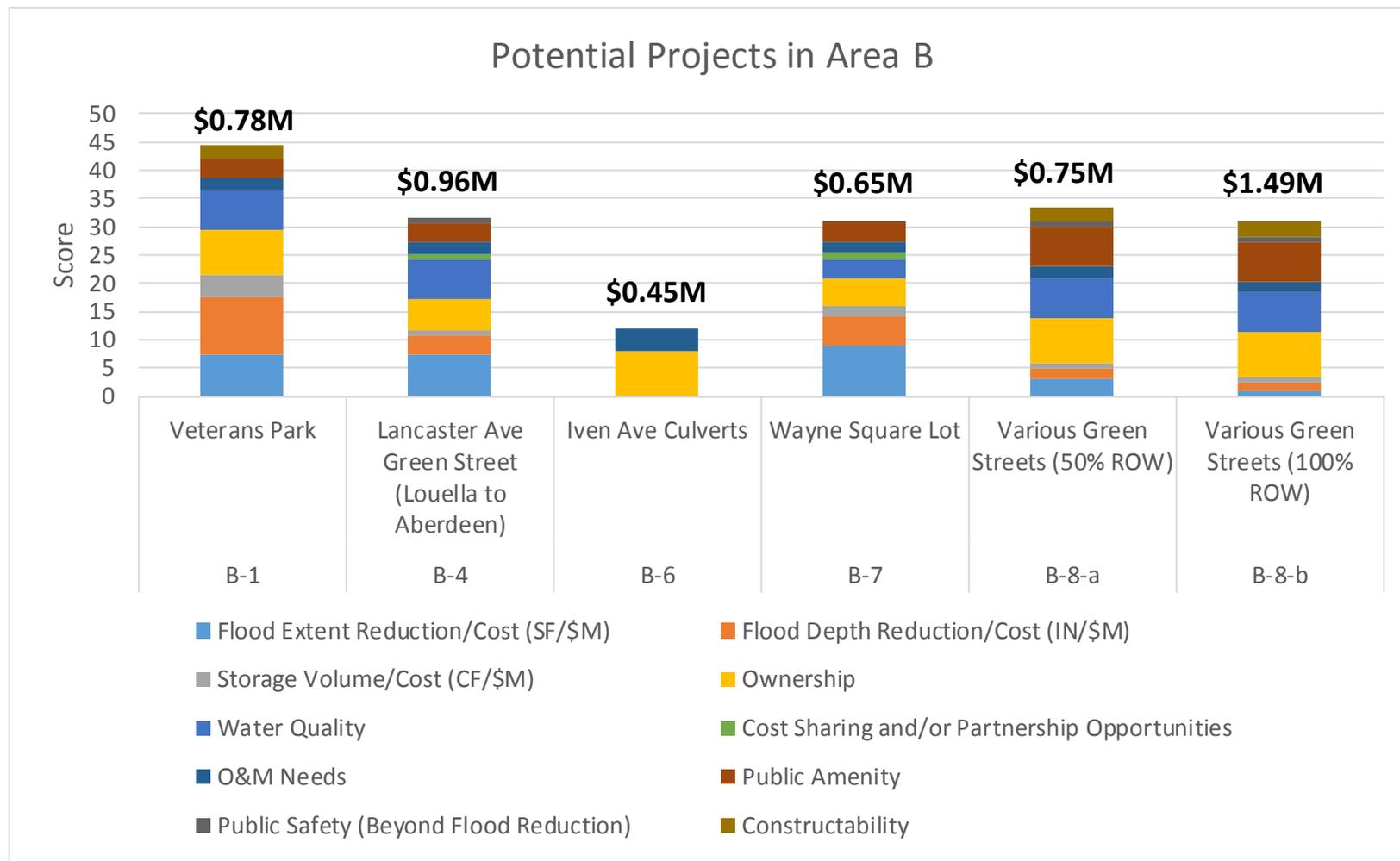
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite. Map Data: Bing, Google Earth, Geoportals, CUES/Atlas DS, USDA, USGS, AeroGRID, IGN, and the GIS Community



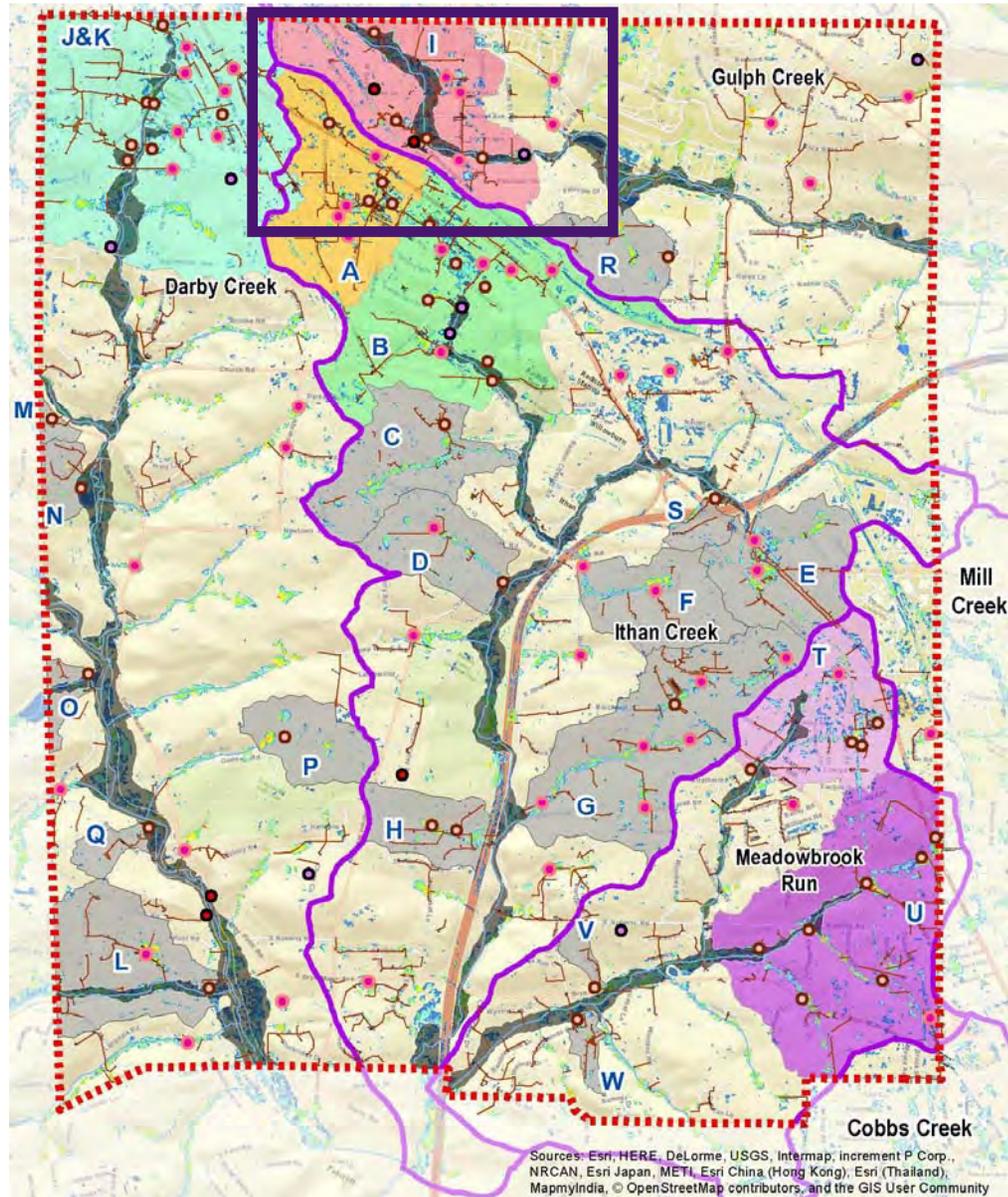
Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



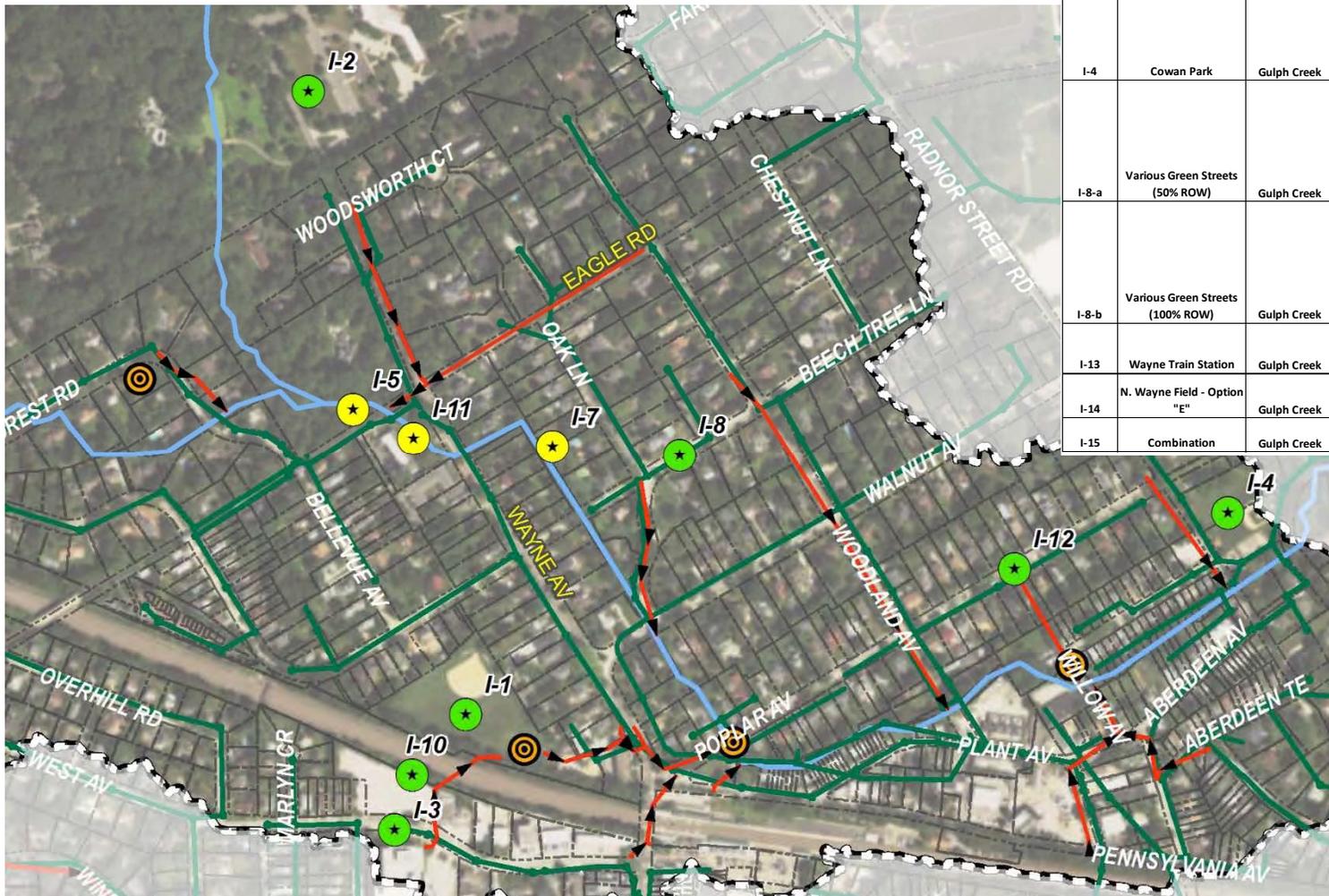
Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)



Priority Problem Area I



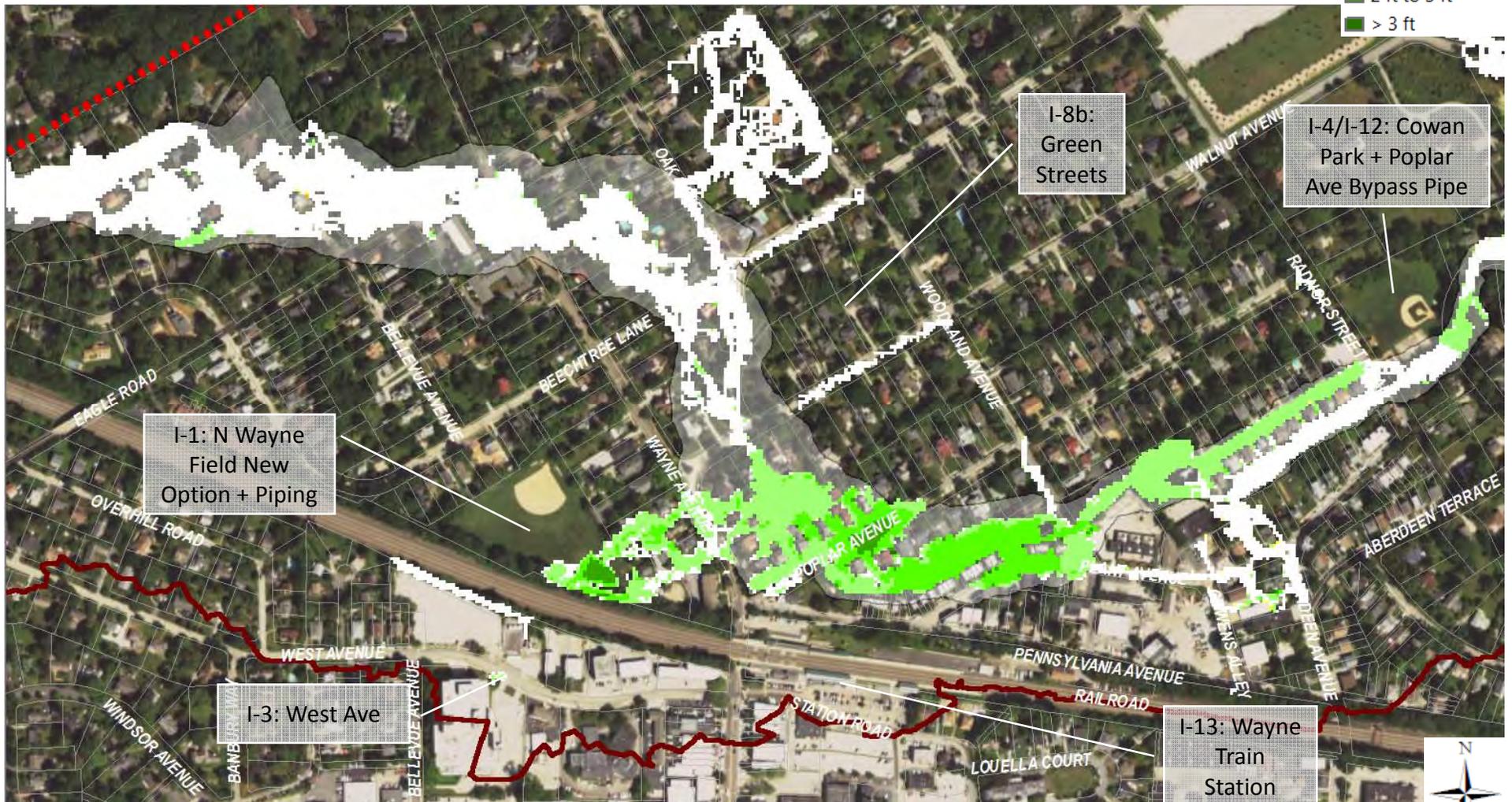
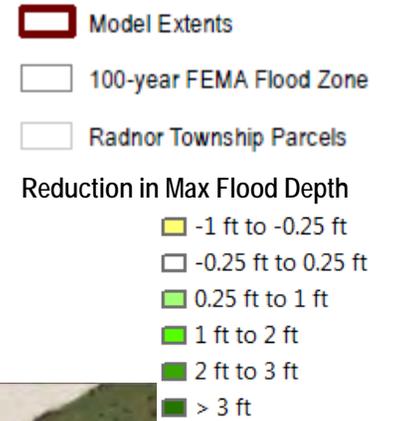
Potential Flood Mitigation Projects – Area I



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: I-15 Combination

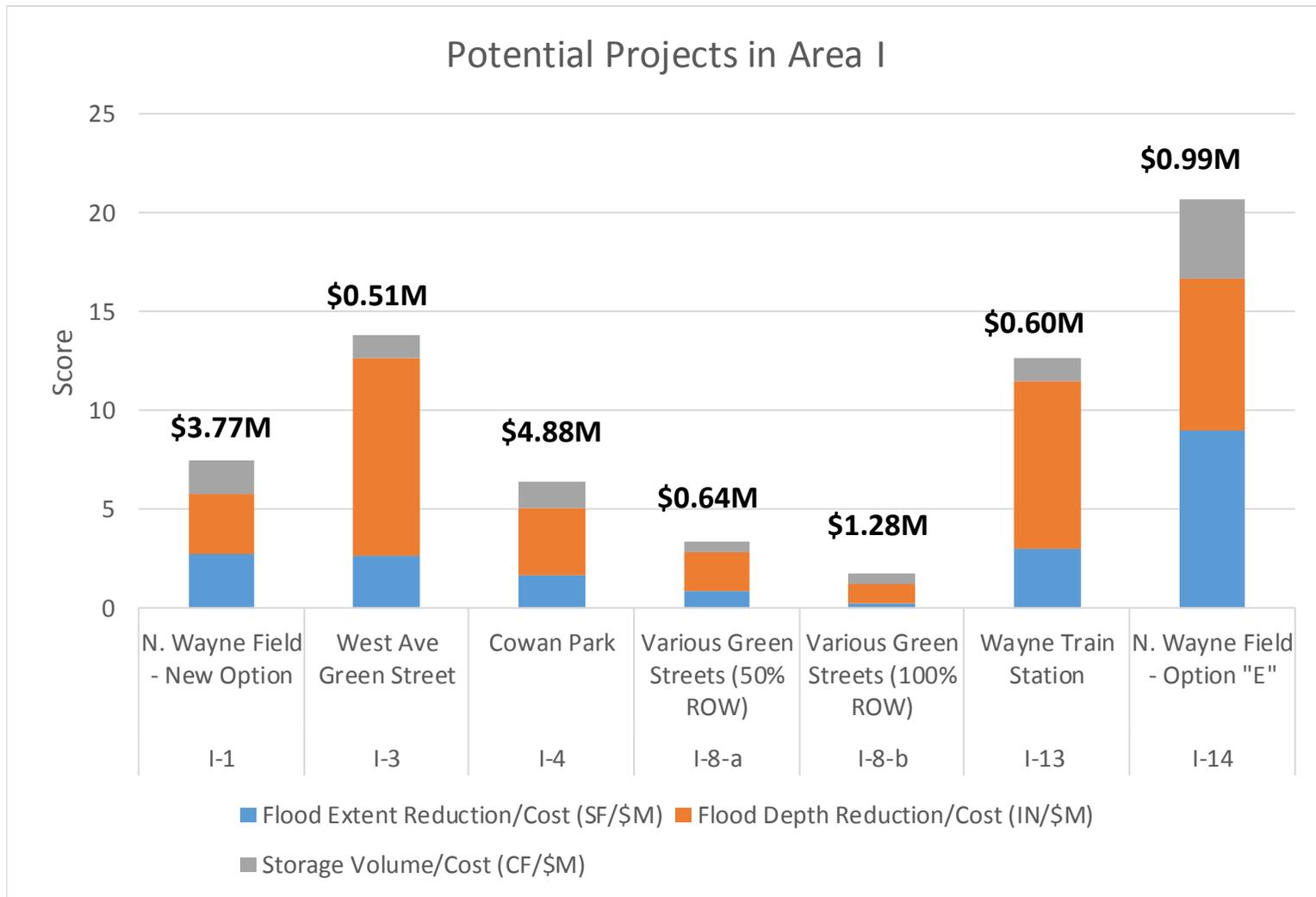
Reduction in Max Flood Depth Results: 10-yr, 1-hr event



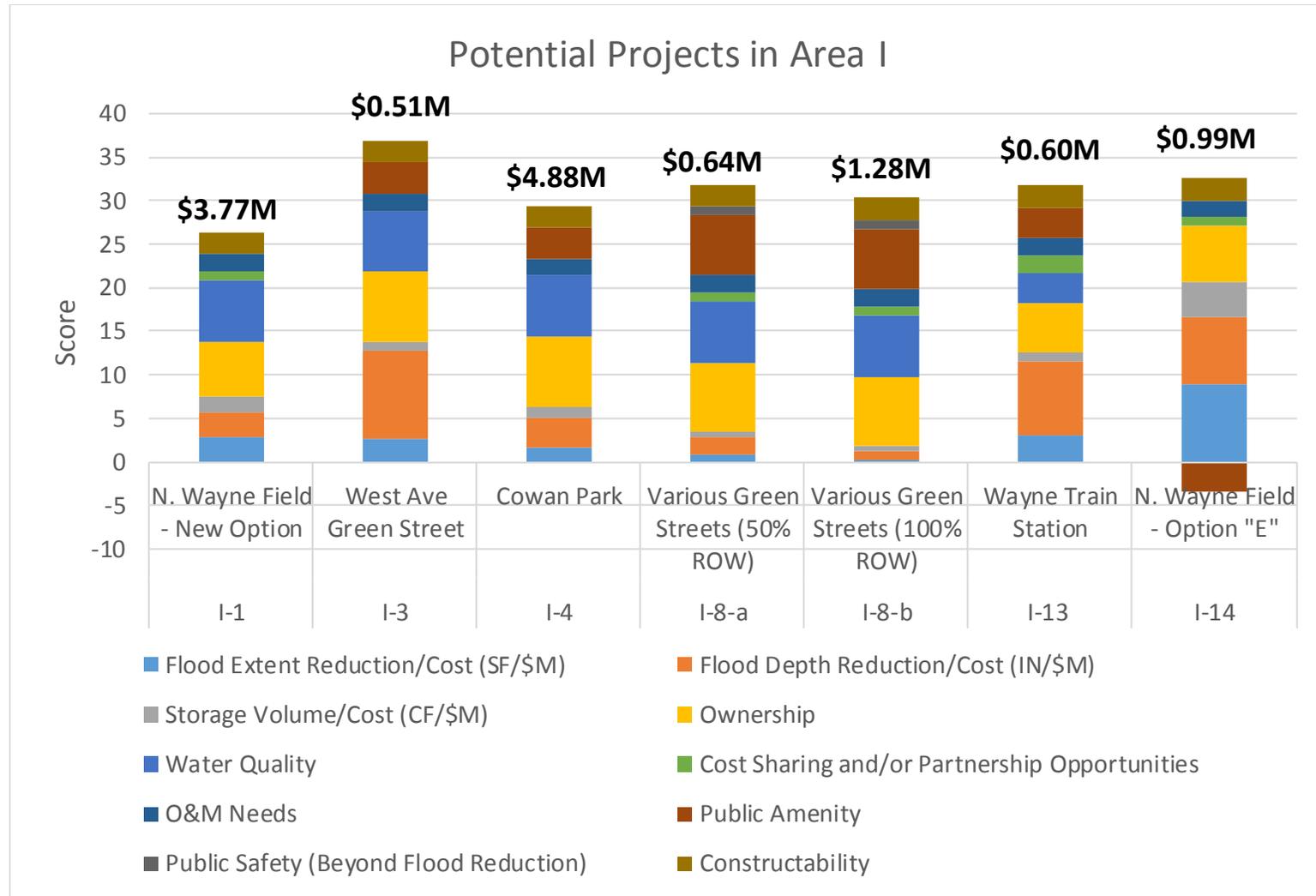
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.



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)



North Wayne Basin Modeling Analysis

Original design, existing conditions, and proposed improvements for several storm events

- Existing Conditions
 - 12-18 inches of sedimentation
 - Less than 30,000 ft³ of storage
 - Obstructed inlet
- Original Design (i.e. existing basin is cleaned out / restored)
 - Approx. 49,000 ft³ of storage (original storage volume restored)
 - Unobstructed inlet
- Proposed Improvements (CVE Option “E”)
 - Approx. 147,000 ft³ of storage
 - Reconfigured outlet structure
 - New outlet pipe (to existing pipe in N. Wayne Ave)

Design Storm	Total Rainfall (in)
2 year, 1 hour	1.44
5 year, 1 hour	1.79
10 year, 1 hour	2.03
25 year, 1 hour	2.40

North Wayne Basin Model Results Summary

Improvements from existing clogged basin conditions

Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
2-year, 1-hour (1.44")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↑	↓	—
5-year, 1-hour (1.79")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↓	—	—
10-year, 1-hour (2.03")	Cleaned	↓	—	↑	—	—
	Proposed	↓	↓	↑	—	—
25-year, 1-hour (2.40")	Cleaned	↓	—	↑	—	—
	Proposed	↓	↓	↑	—	—

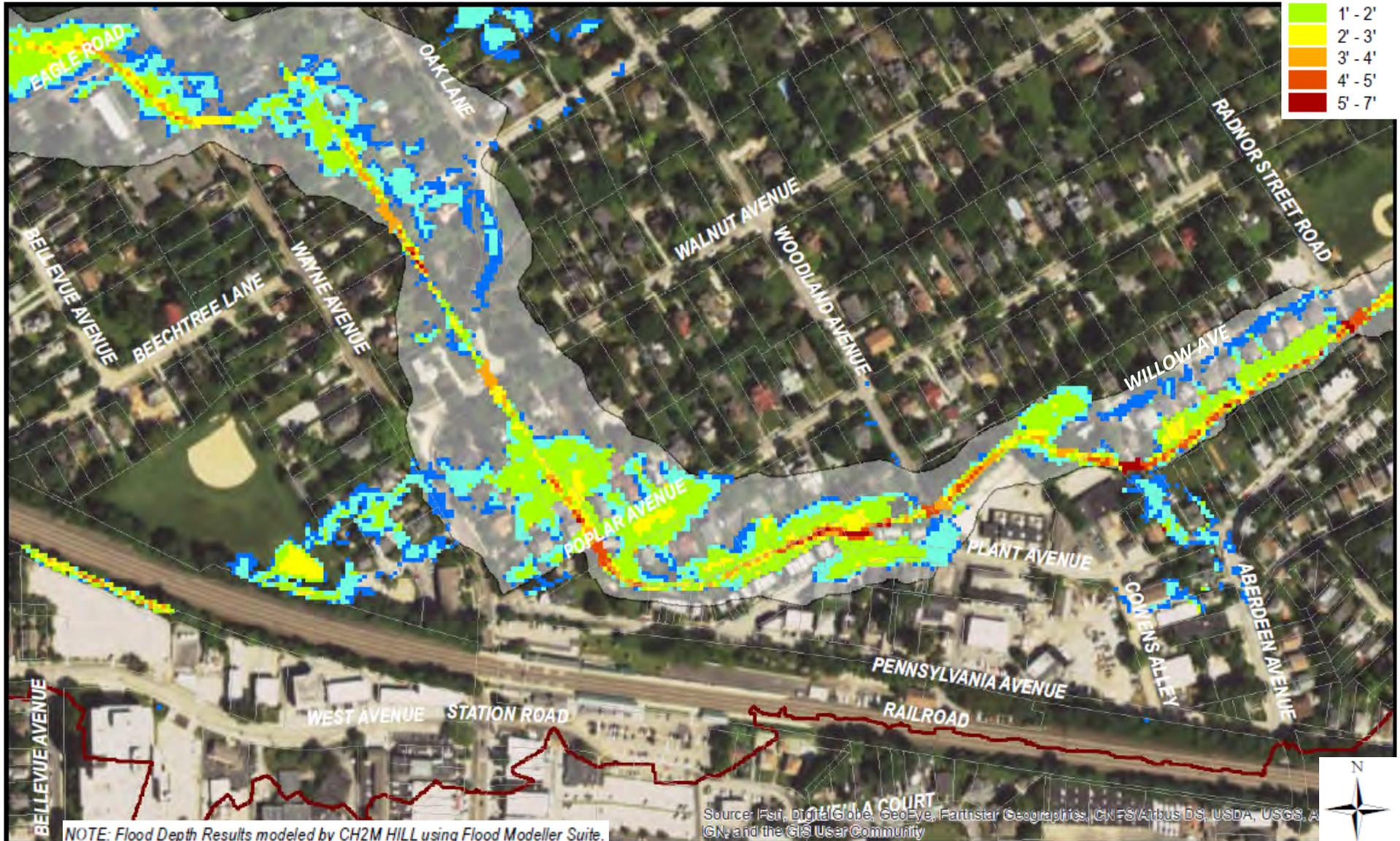
*Improvement from Existing Clogged basin condition

Key	
↓	slight decrease in flooding extent & depth
↓	decrease in flooding extent & depth
↓	significant decrease in flooding extent & depth
—	little to no change
↑	slight increase in flooding extent & depth

North Wayne Basin: Existing Basin (Clogged)

2-year, 1-hour Event

- Model Extents
- 100-year FEMA Flood Zone
- Radnor Township Parcels
- Maximum Flood Depths (feet)



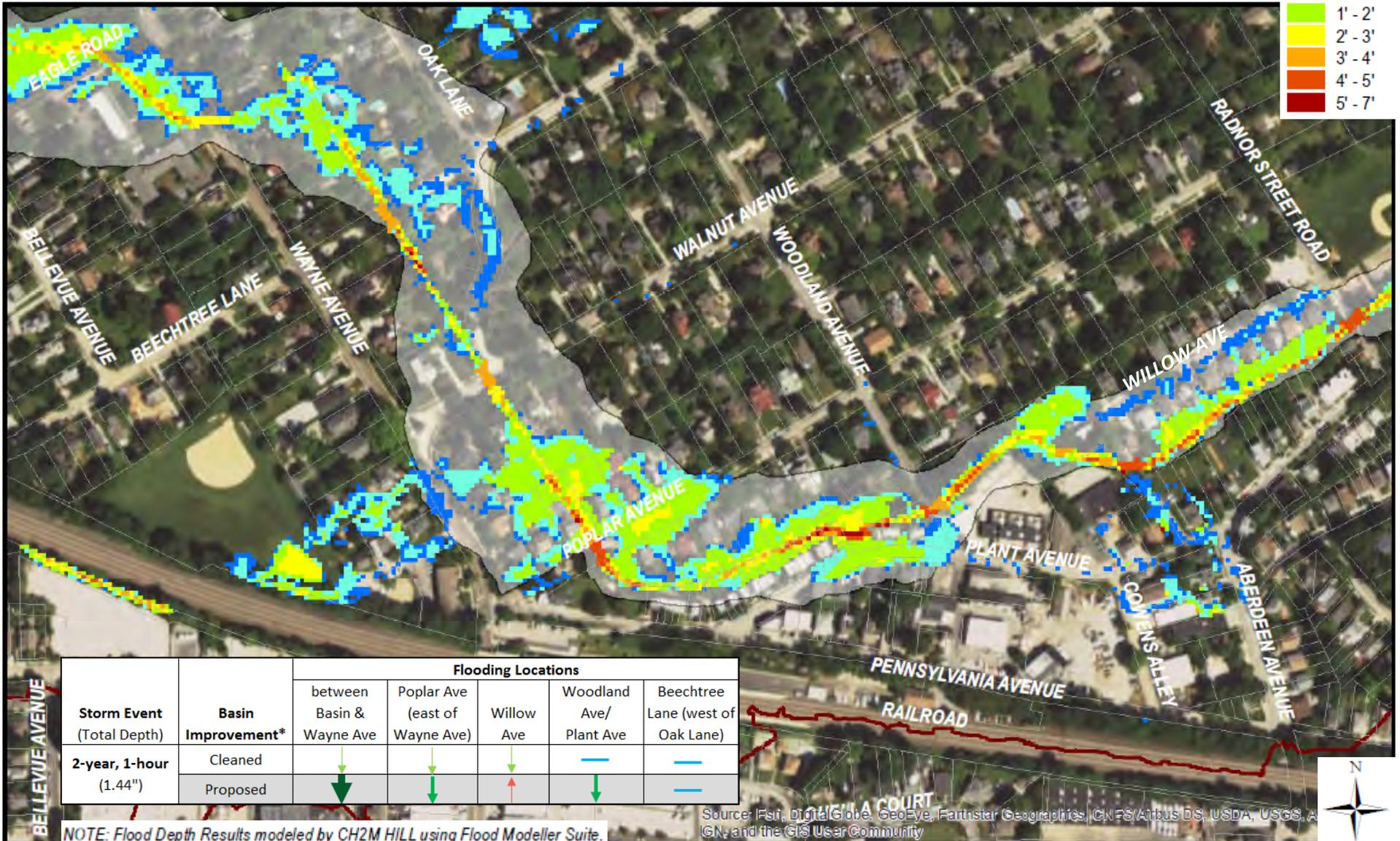
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

North Wayne Basin: Existing Basin (Cleaned)

2-year, 1-hour Event

-  Model Extents
 -  100-year FEMA Flood Zone
 -  Radnor Township Parcels
- Maximum Flood Depths (feet)**



Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
2-year, 1-hour (1.44")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↑	↓	—

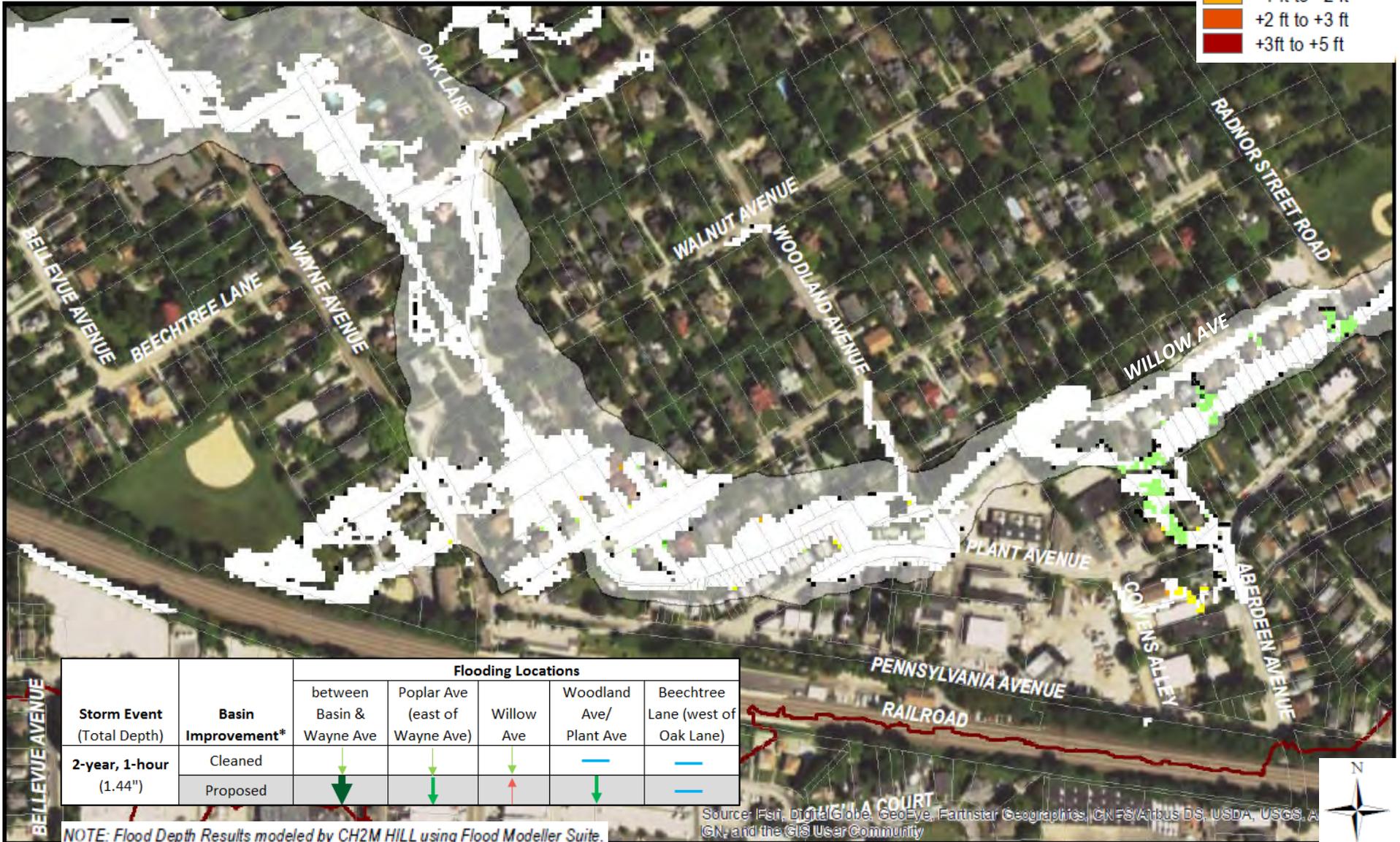
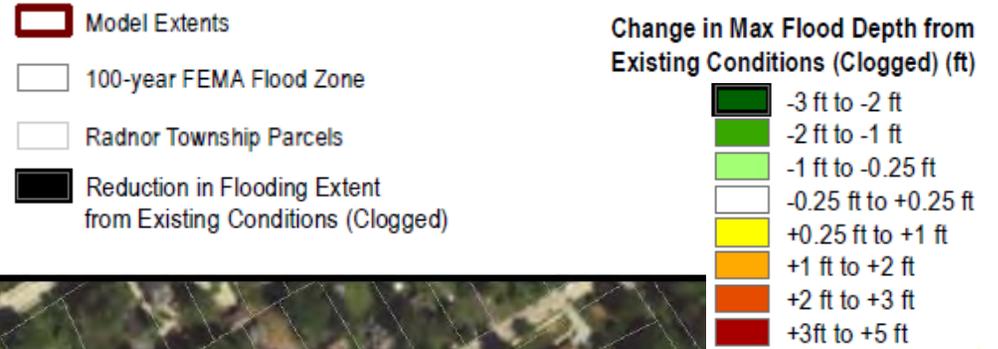
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



North Wayne Basin: Existing Basin (Cleaned)

2-year, 1-hour Event



Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
2-year, 1-hour (1.44")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↑	↓	—

NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

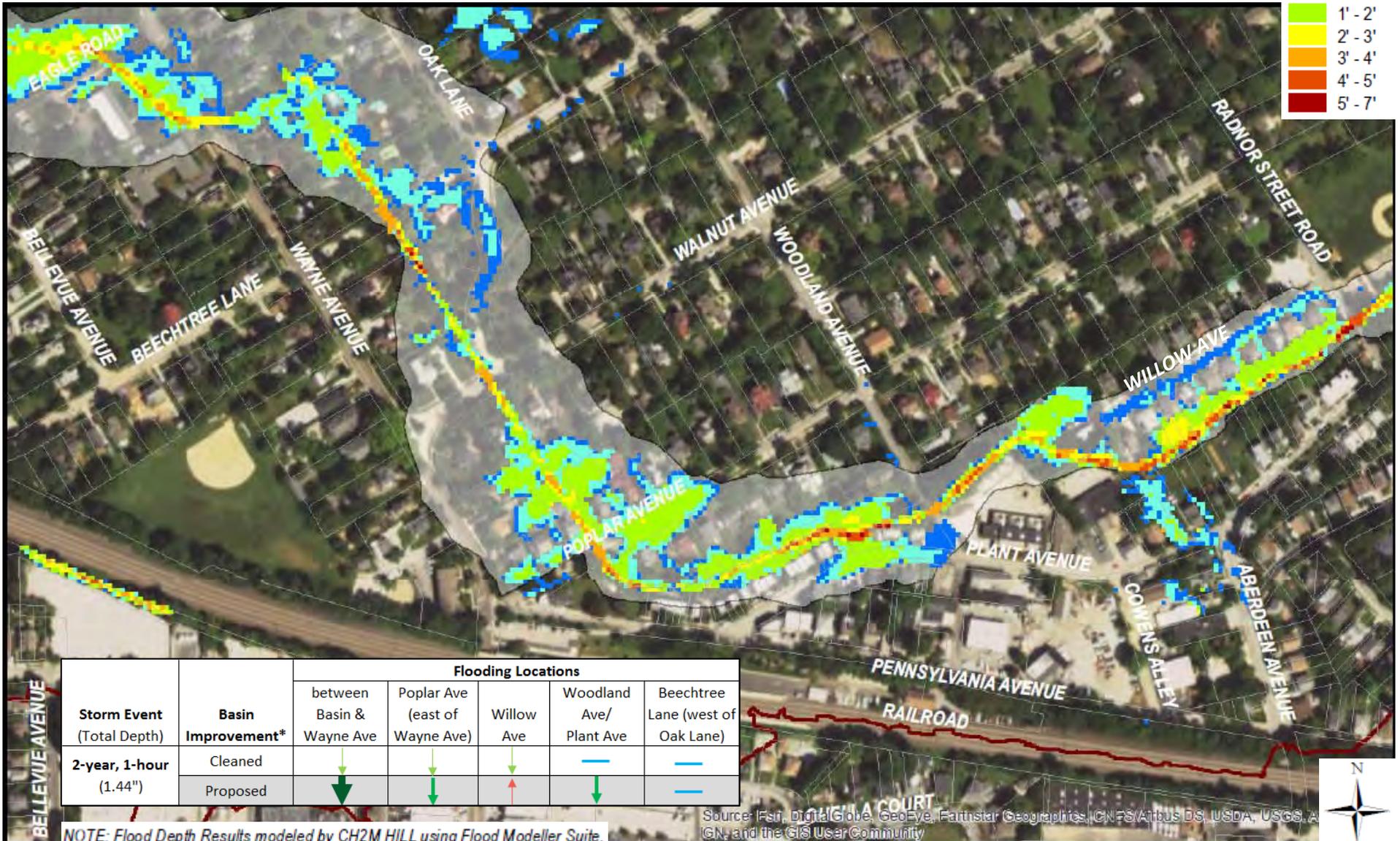
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AIG, and the GIS User Community



North Wayne Basin: Proposed Basin

2-year, 1-hour Event

- Model Extents
 - 100-year FEMA Flood Zone
 - Radnor Township Parcels
- Maximum Flood Depths (feet)**



Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
2-year, 1-hour (1.44")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↑	↓	—

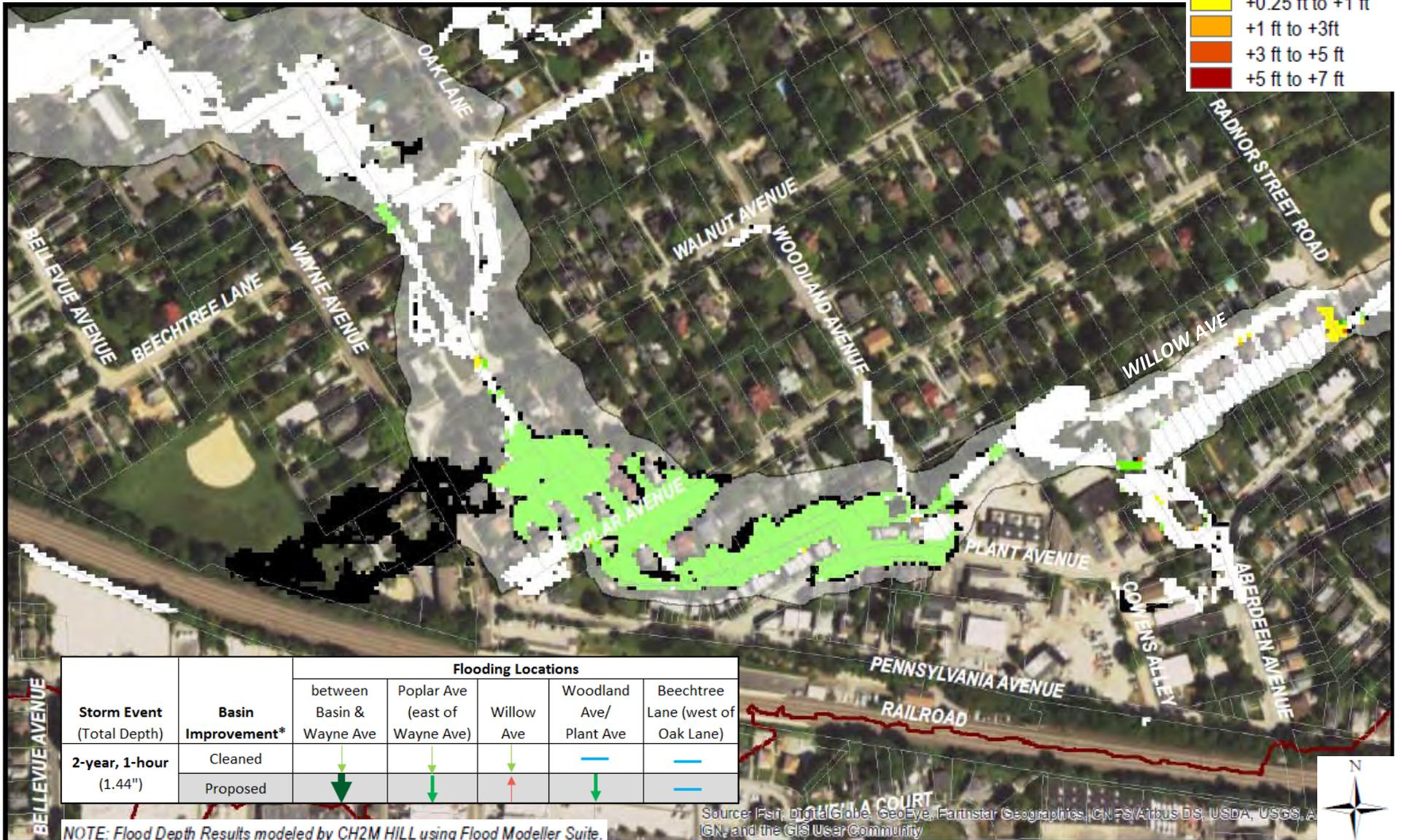
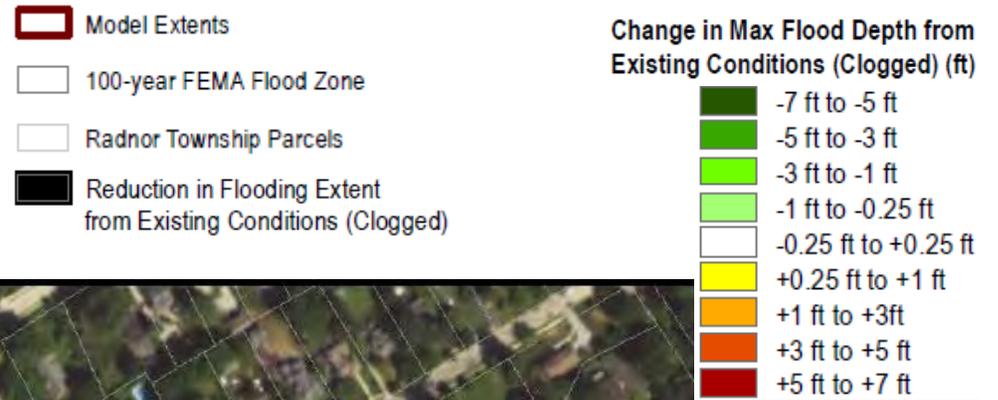
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



North Wayne Basin: Proposed Basin

2-year, 1-hour Event



Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
2-year, 1-hour (1.44")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↑	↓	—

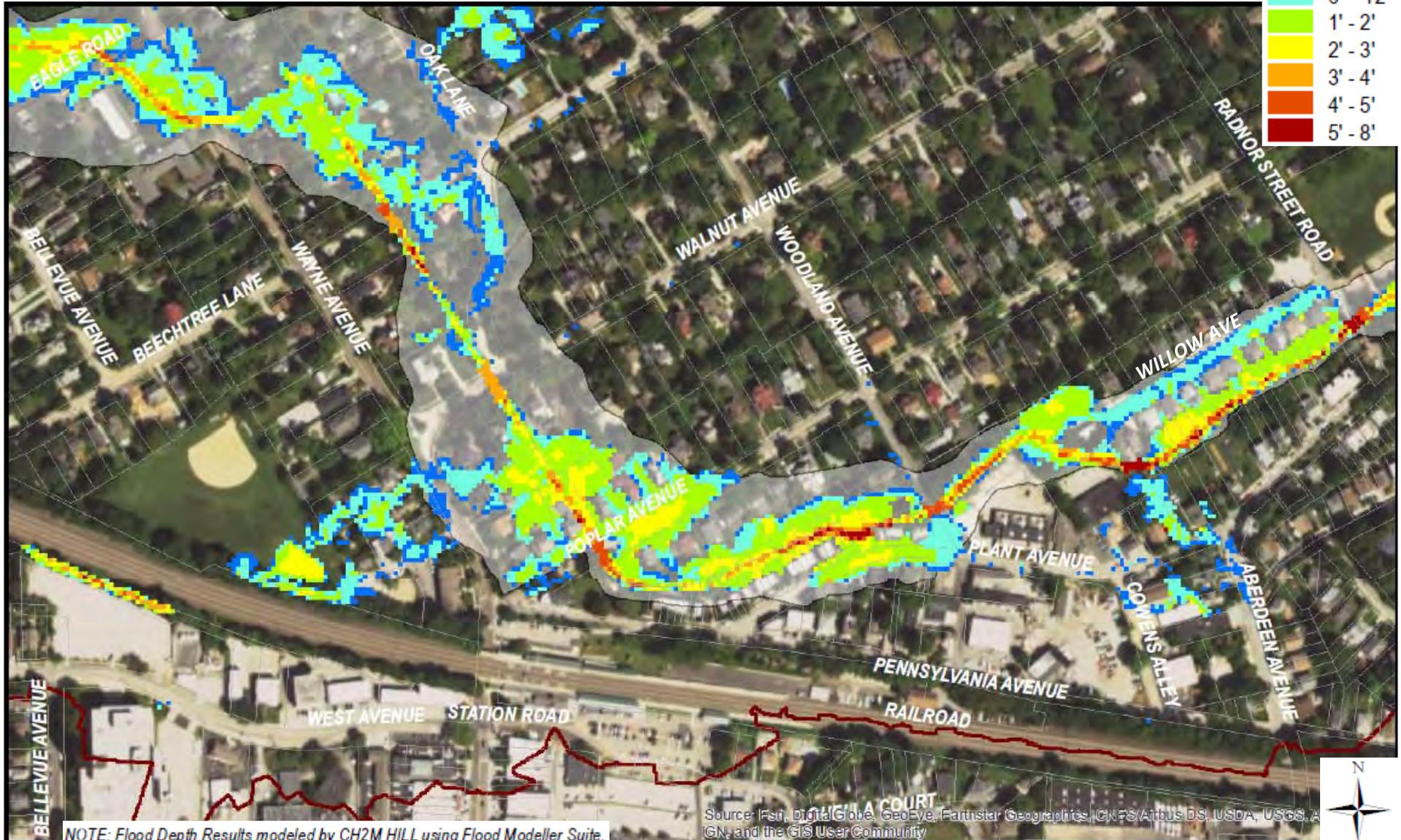
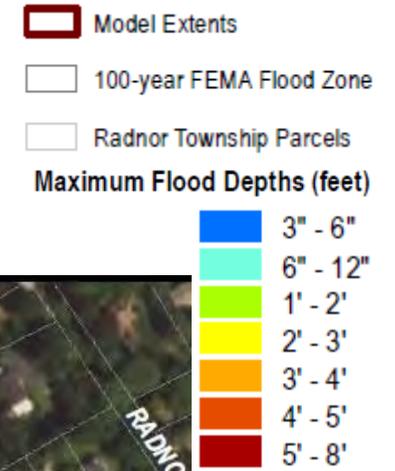
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, IGN, and the GIS User Community



North Wayne Basin: Existing Basin (Clogged)

5-year, 1-hour Event

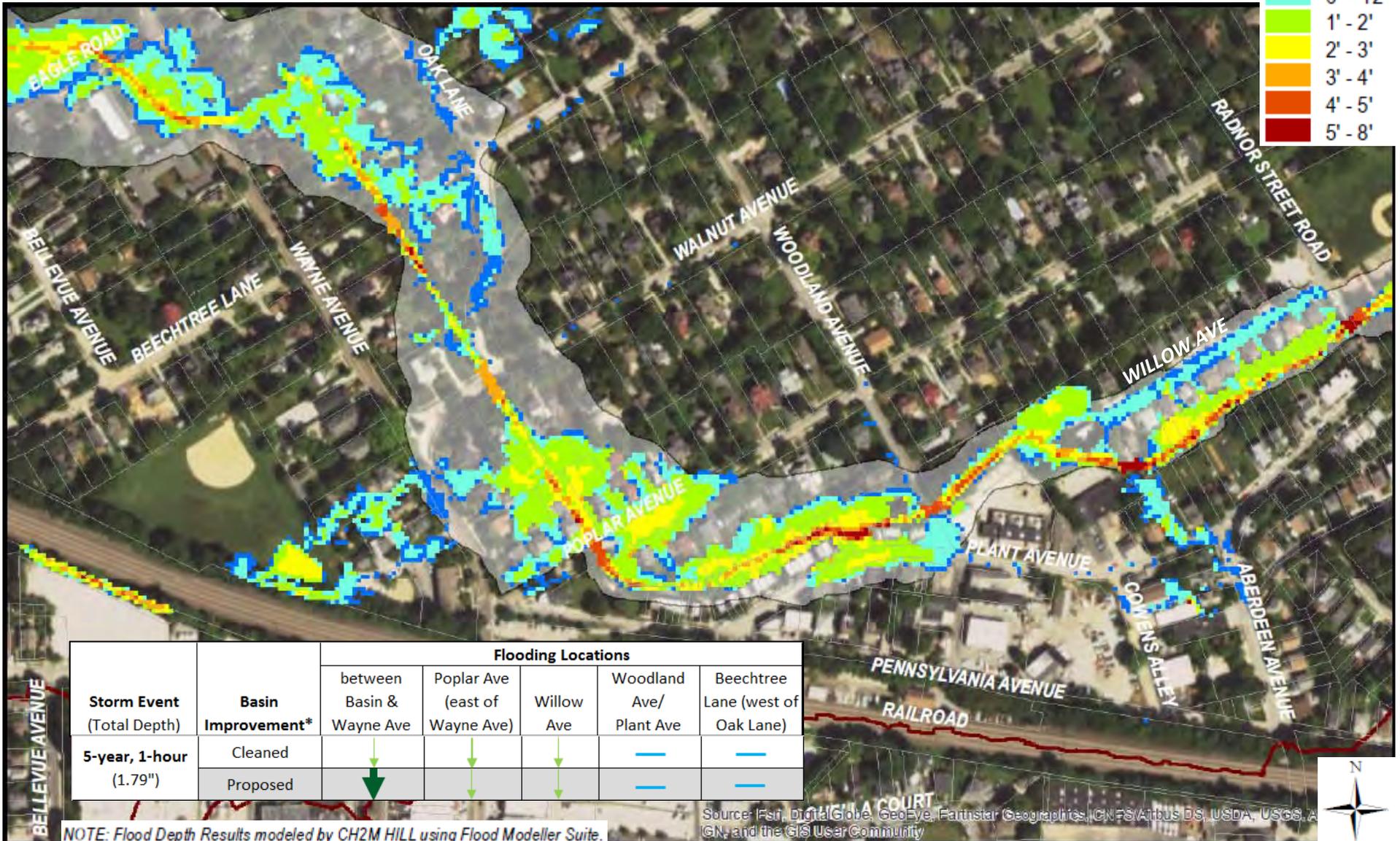
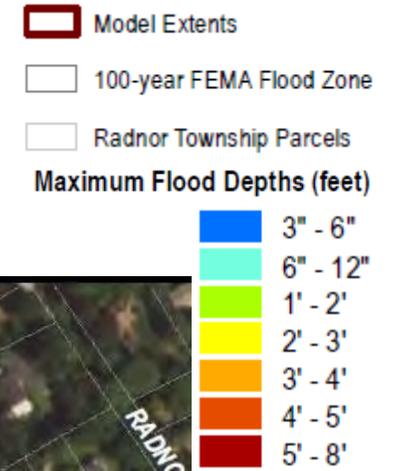


NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

North Wayne Basin: Existing Basin (Cleaned)

5-year, 1-hour Event



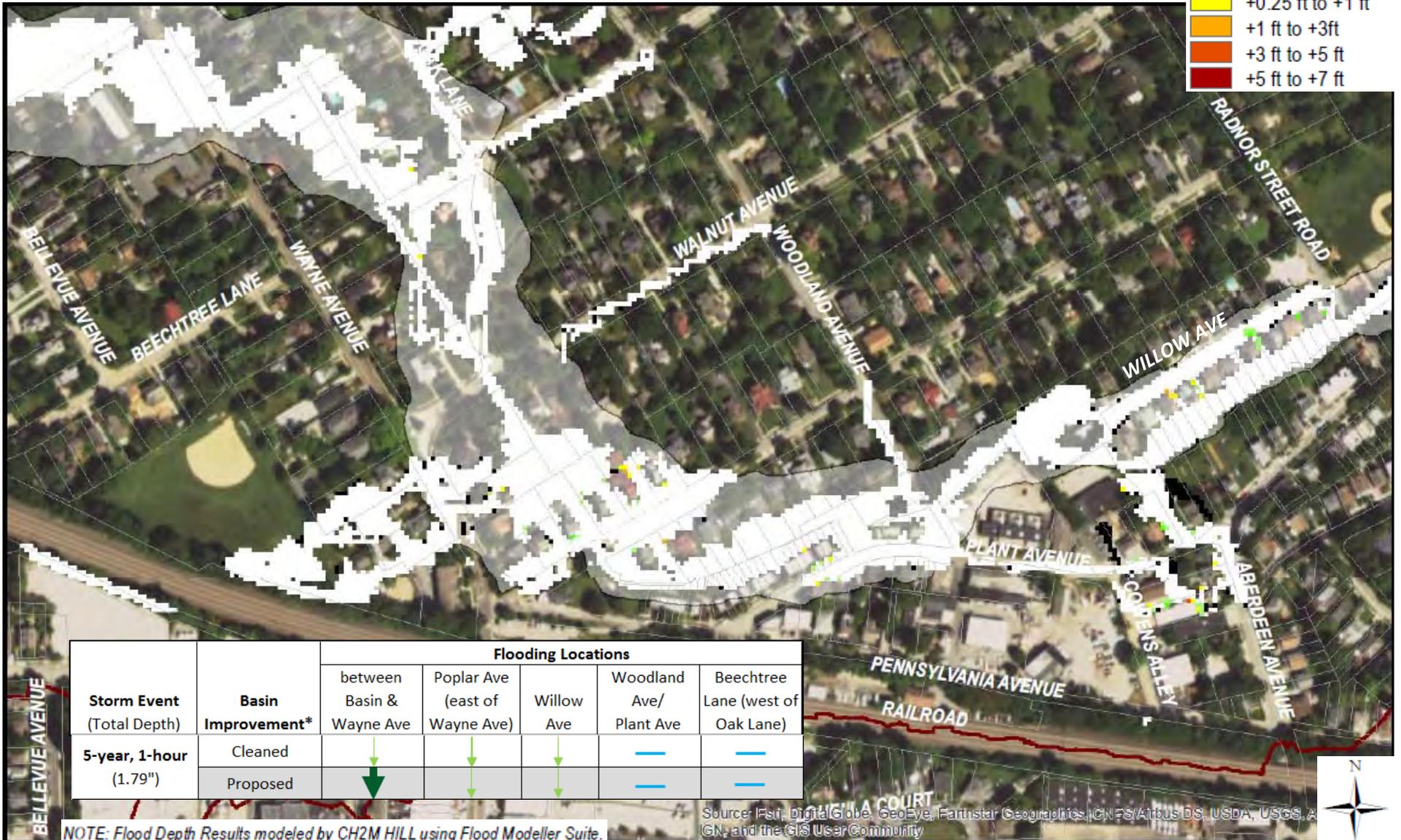
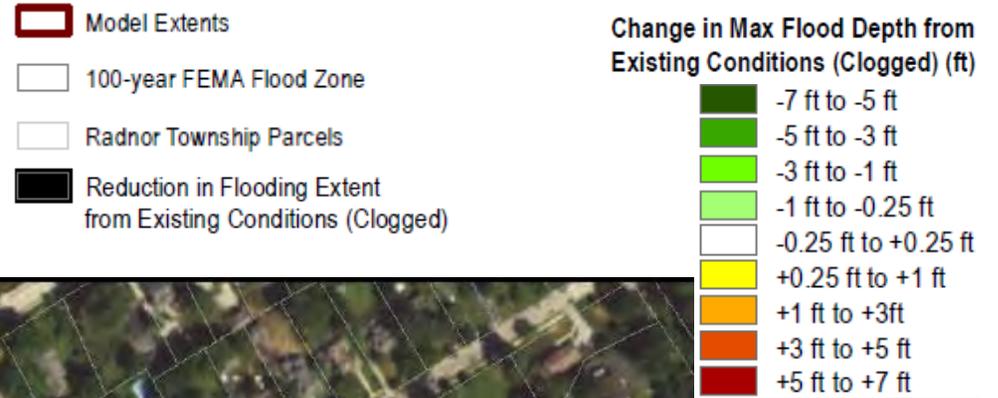
Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
5-year, 1-hour (1.79")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↓	—	—

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

North Wayne Basin: Existing Basin (Cleaned)

5-year, 1-hour Event



Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
5-year, 1-hour (1.79")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↓	—	—

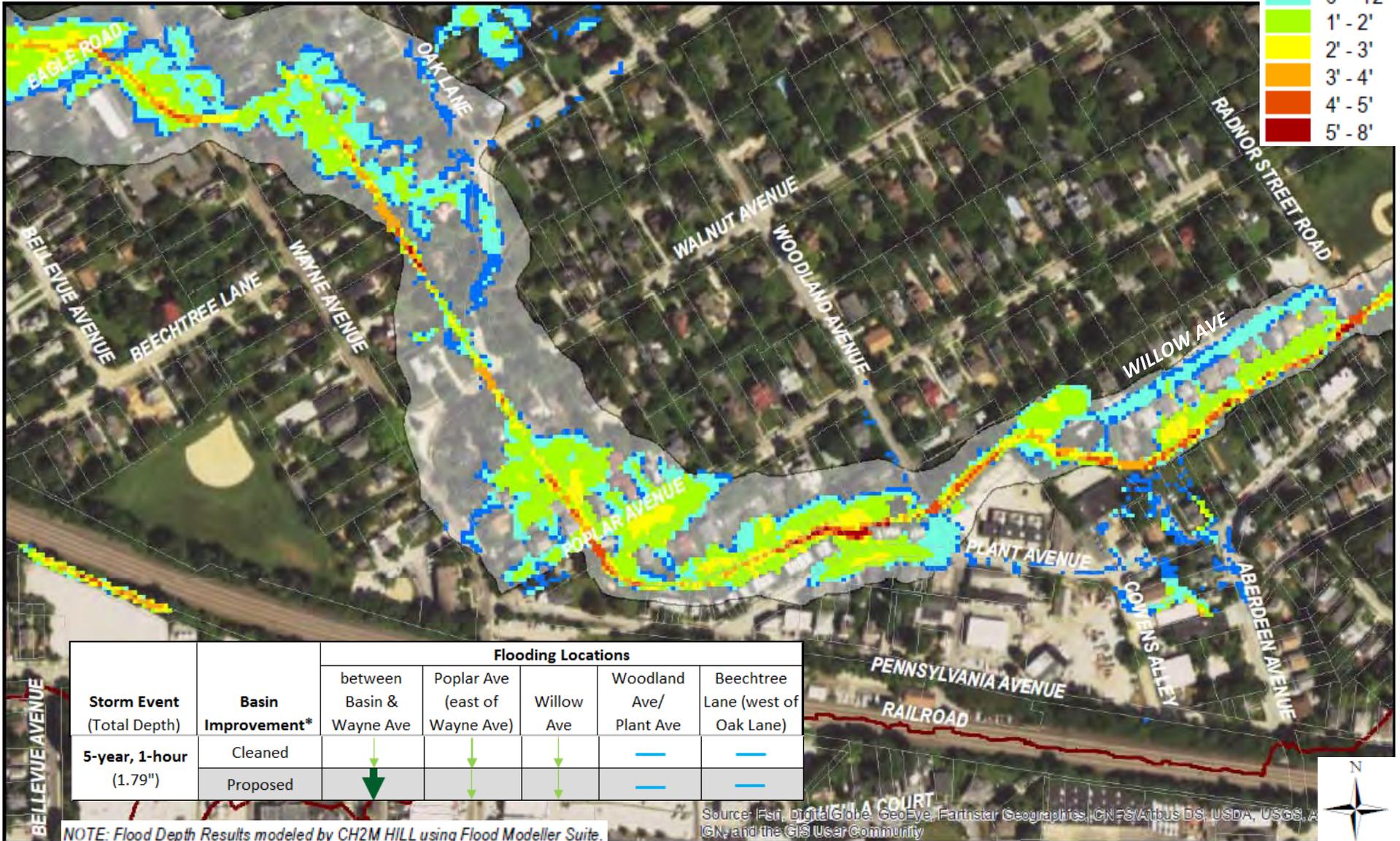
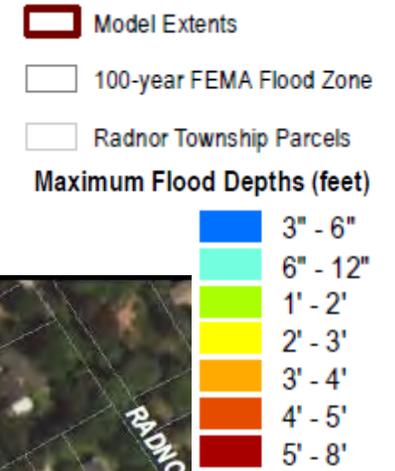
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



North Wayne Basin: Proposed Basin

5-year, 1-hour Event



Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
5-year, 1-hour (1.79")	Cleaned	↓	↓	↓	—	—
	Proposed	↓	↓	↓	—	—

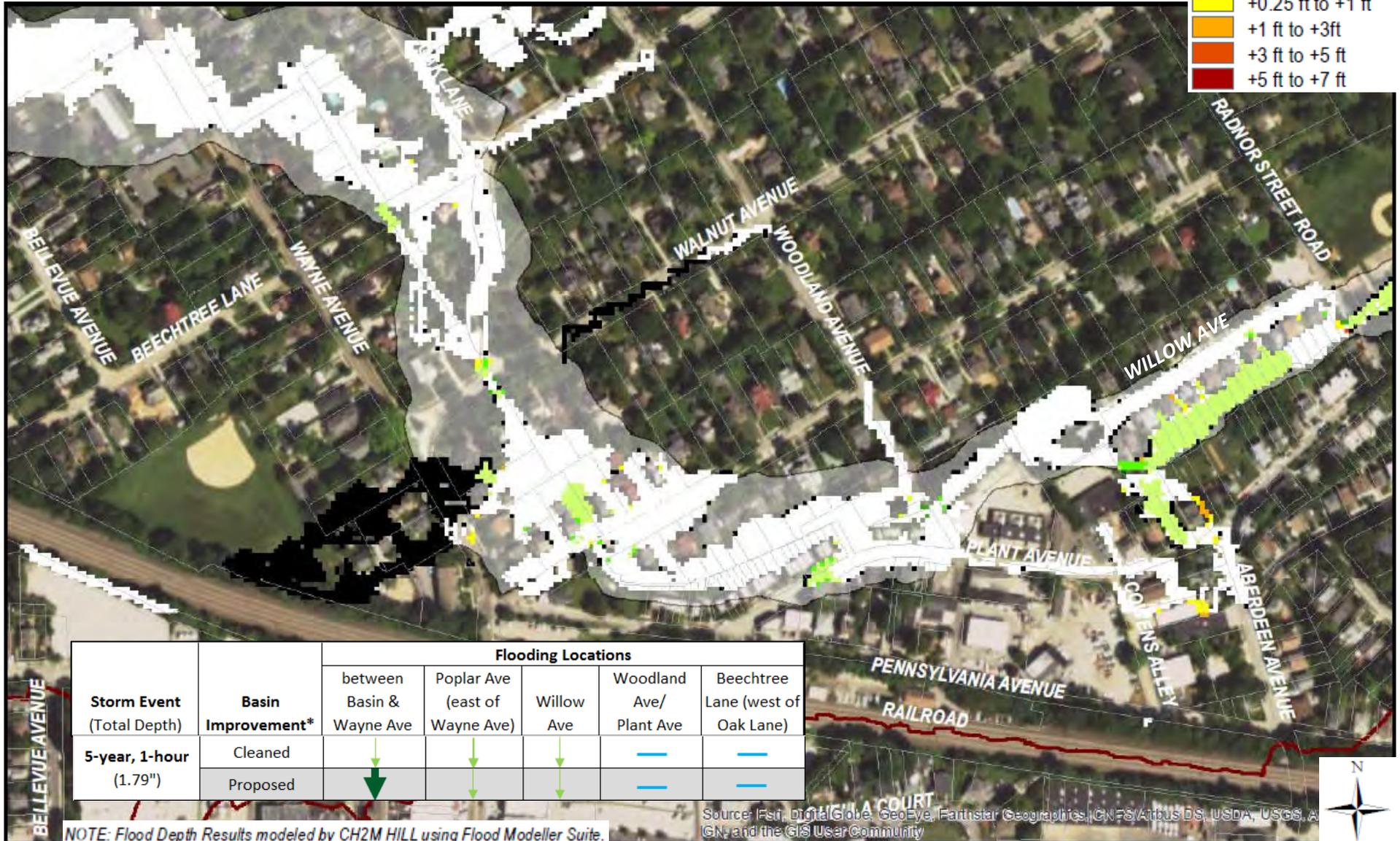
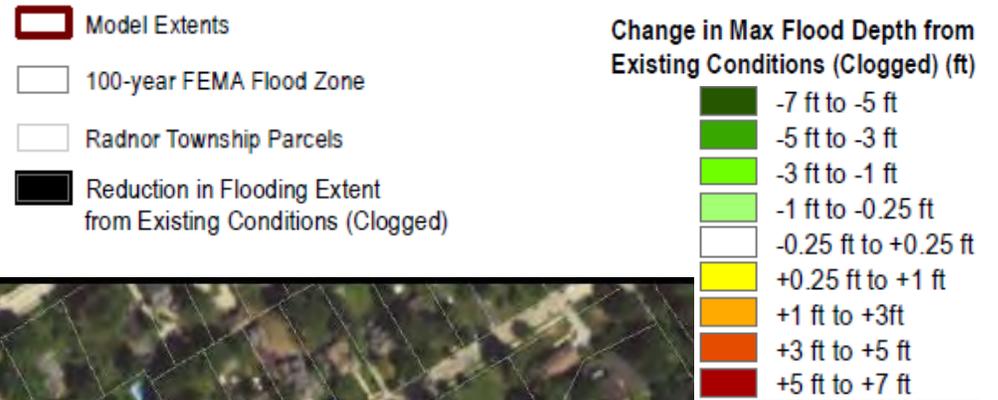
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, IGN, and the GIS User Community



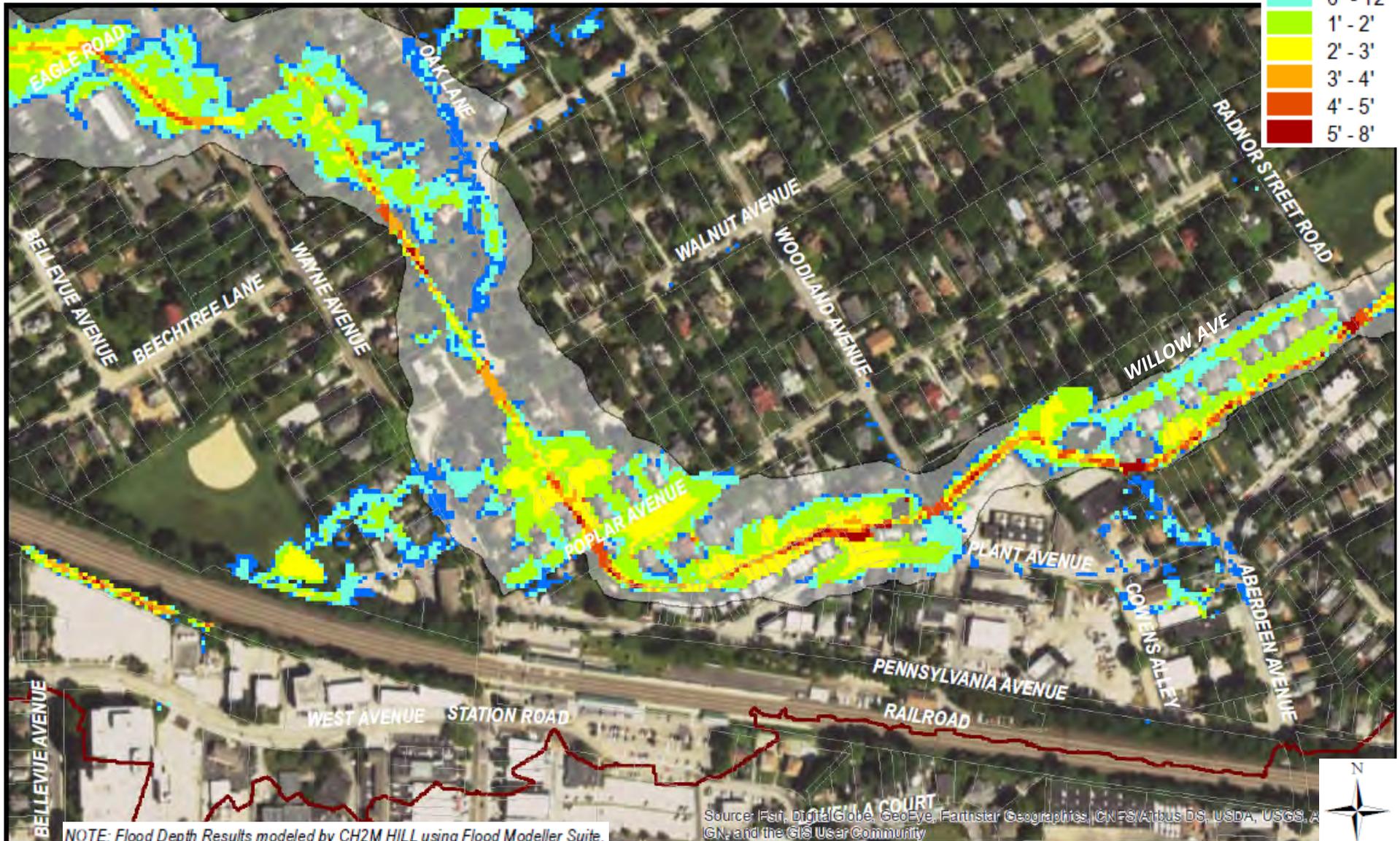
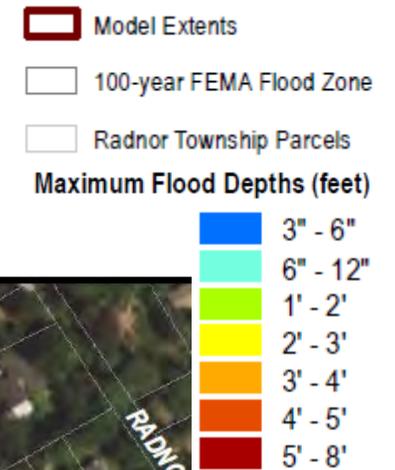
North Wayne Basin: Proposed Basin

5-year, 1-hour Event



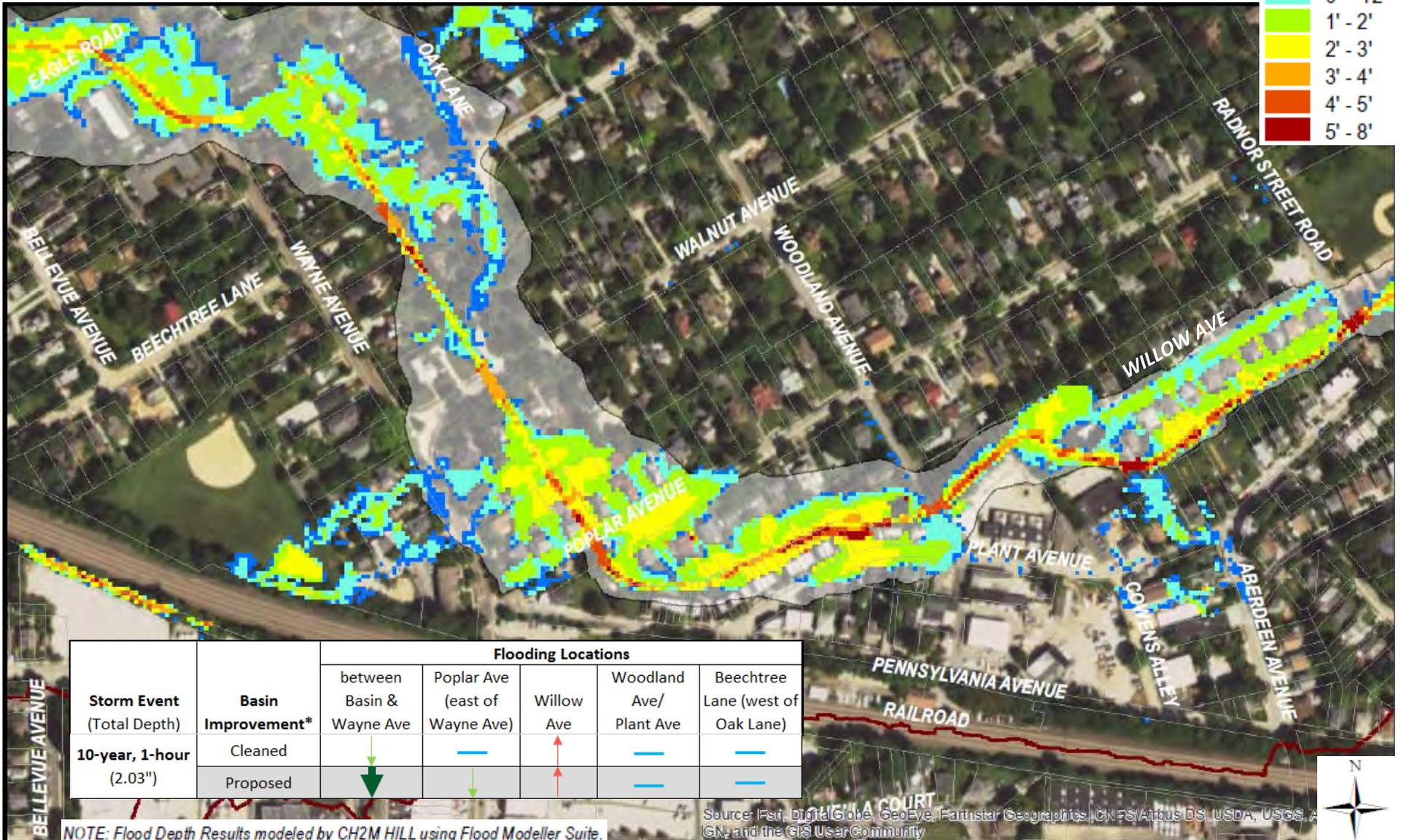
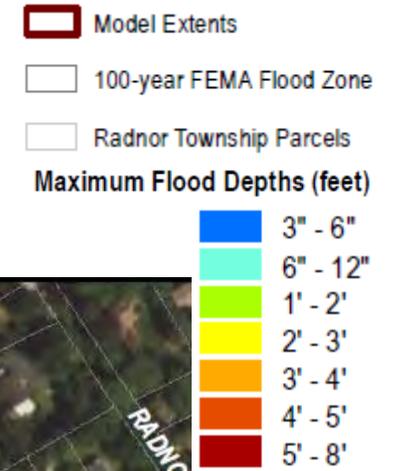
North Wayne Basin: Existing Basin (Clogged)

10-year, 1-hour Event



North Wayne Basin: Existing Basin (Cleaned)

10-year, 1-hour Event

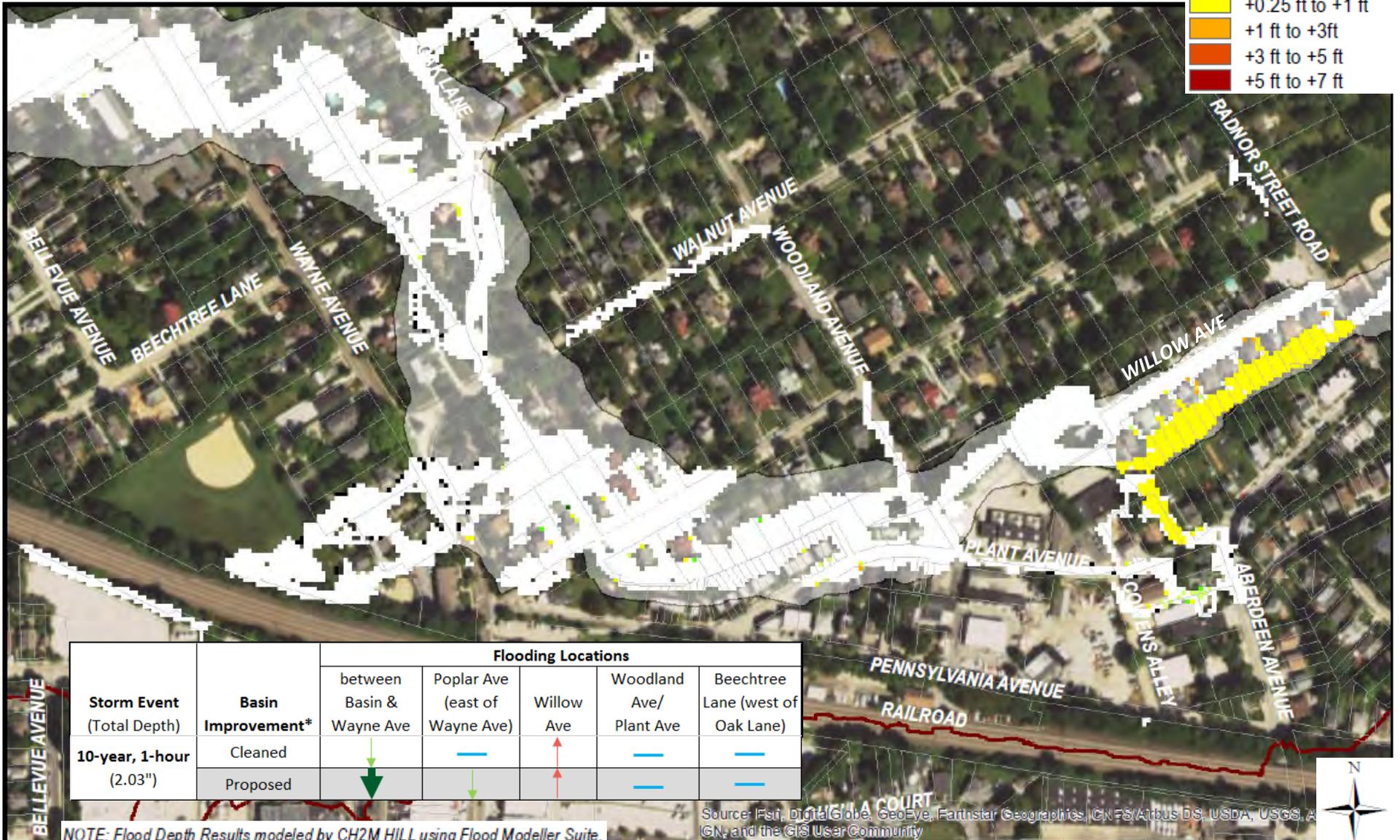
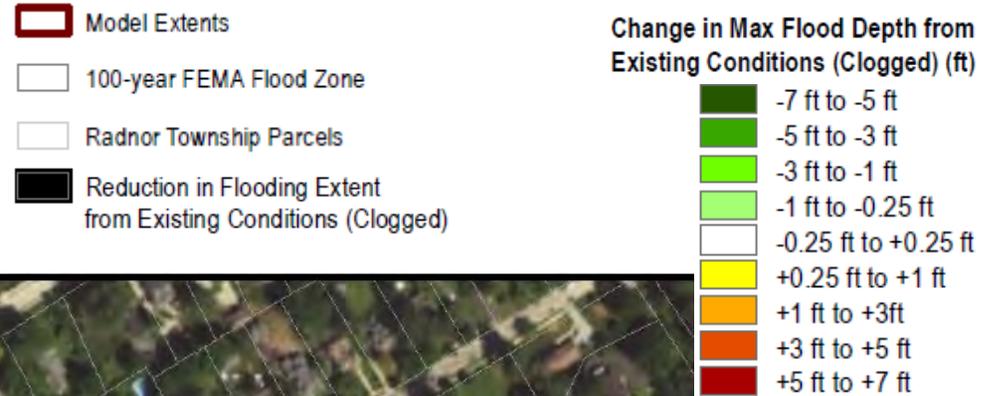


NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

North Wayne Basin: Existing Basin (Cleaned)

10-year, 1-hour Event



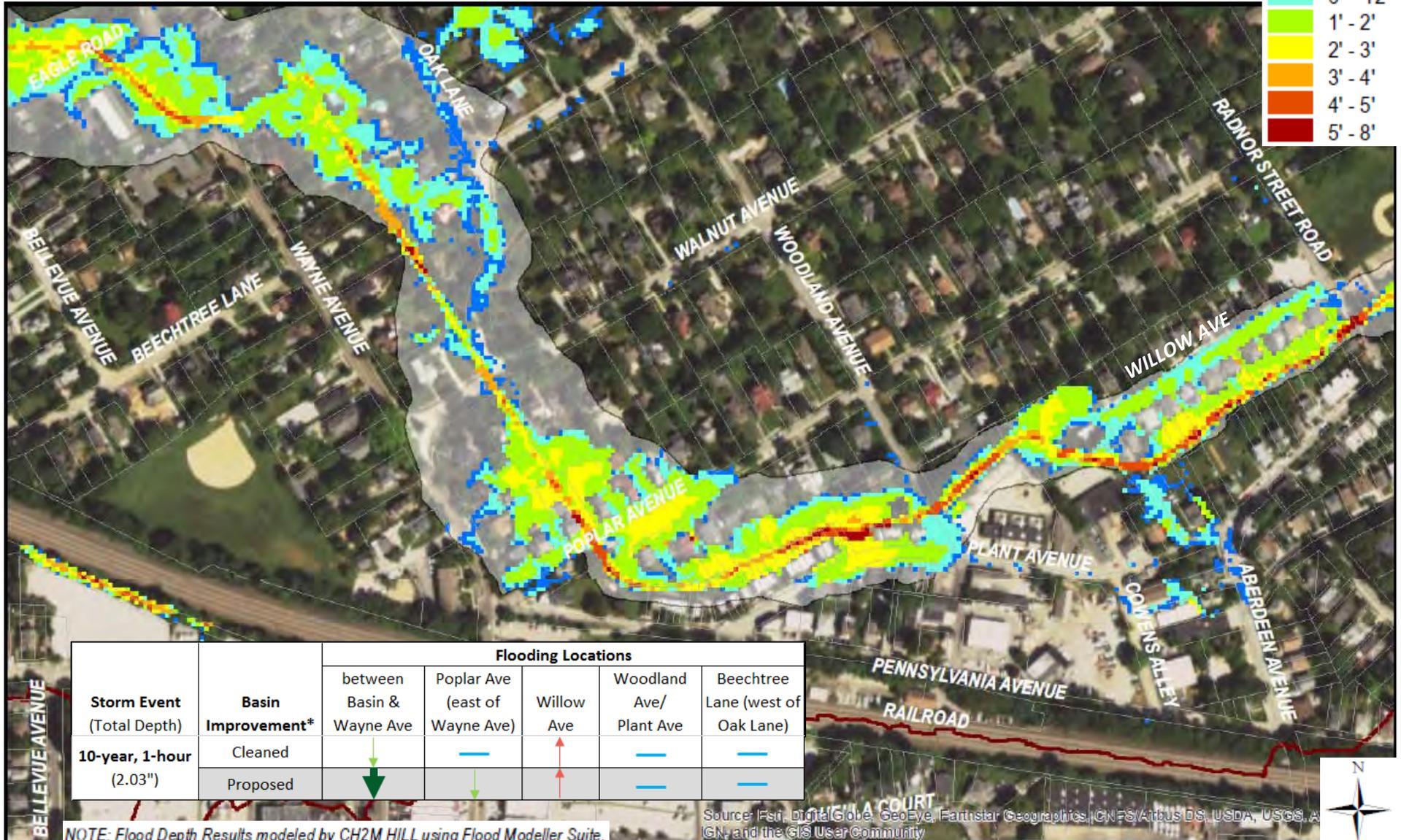
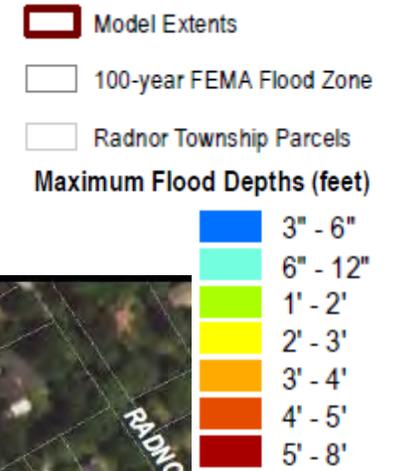
Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
10-year, 1-hour (2.03")	Cleaned	↓	—	↑	—	—
	Proposed	↓	↓	↑	—	—

NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Fern, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AIGIS, and the GIS User Community

North Wayne Basin: Proposed Basin

10-year, 1-hour Event



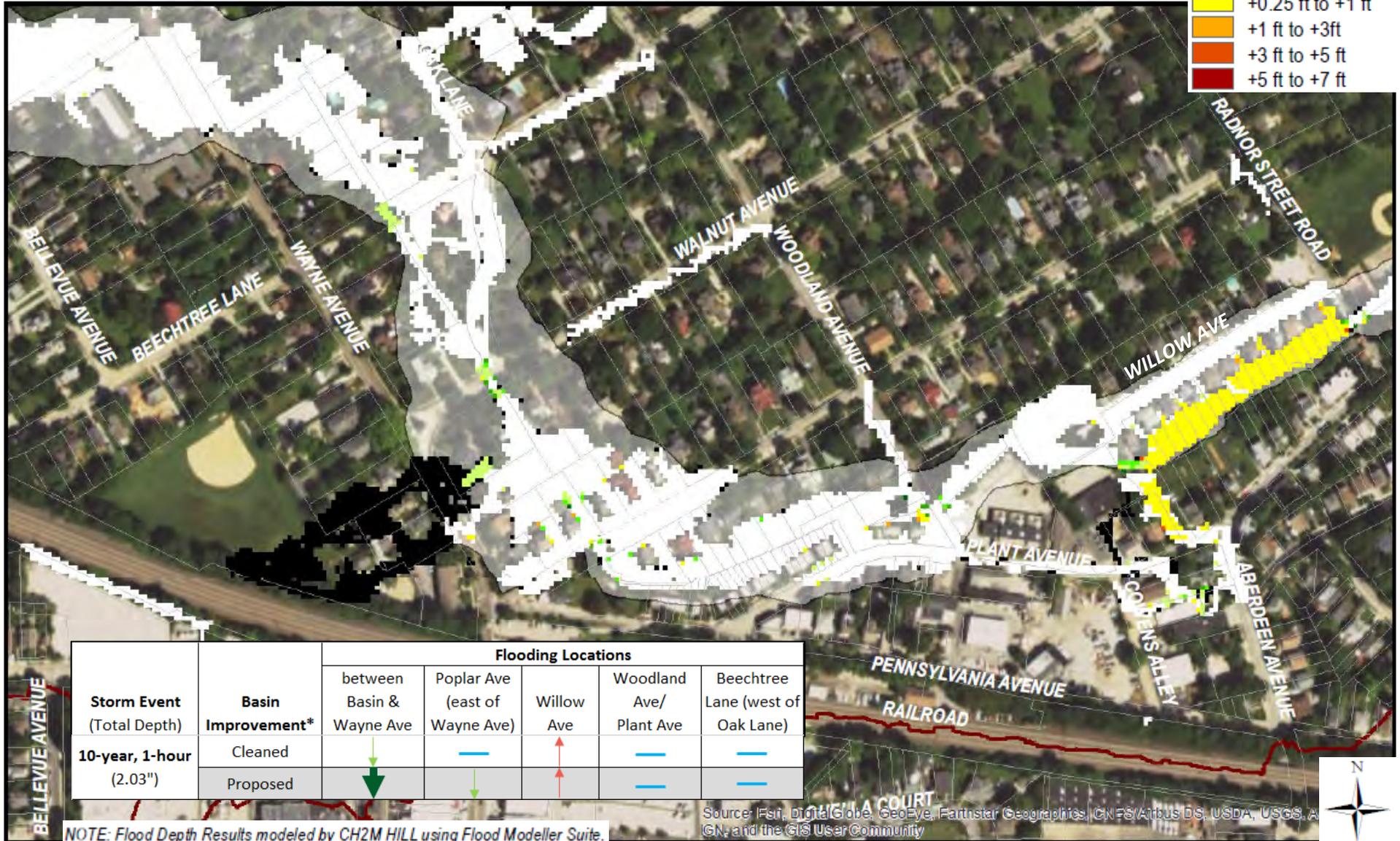
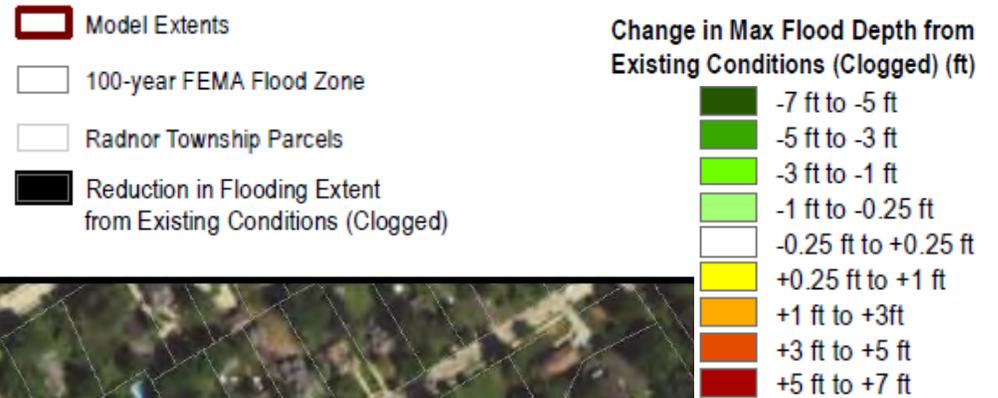
Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
10-year, 1-hour (2.03")	Cleaned	↓	—	↑	—	—
	Proposed	↓	↓	↑	—	—

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

North Wayne Basin: Proposed Basin

10-year, 1-hour Event



Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
10-year, 1-hour (2.03")	Cleaned	↓	—	↑	—	—
	Proposed	↓	↓	↑	—	—

NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AIG, and the GIS User Community



North Wayne Basin: Existing Basin (Clogged)

25-year, 1-hour Event

- Model Extents
- 100-year FEMA Flood Zone
- Radnor Township Parcels
- Maximum Flood Depths (feet)



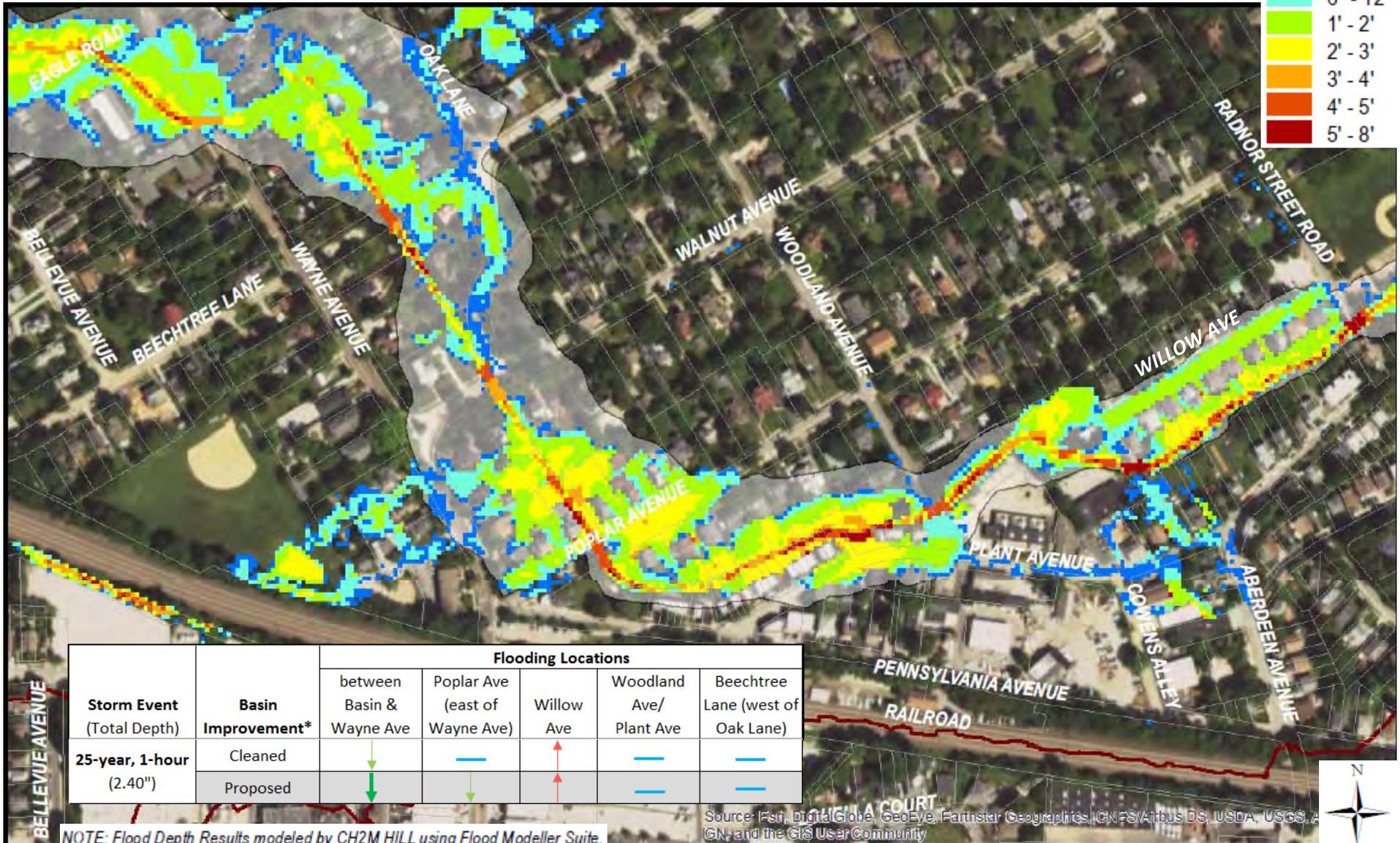
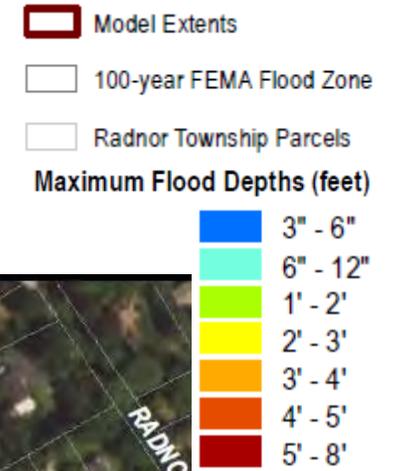
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, IGN, and the GIS User Community



North Wayne Basin: Existing Basin (Cleaned)

25-year, 1-hour Event



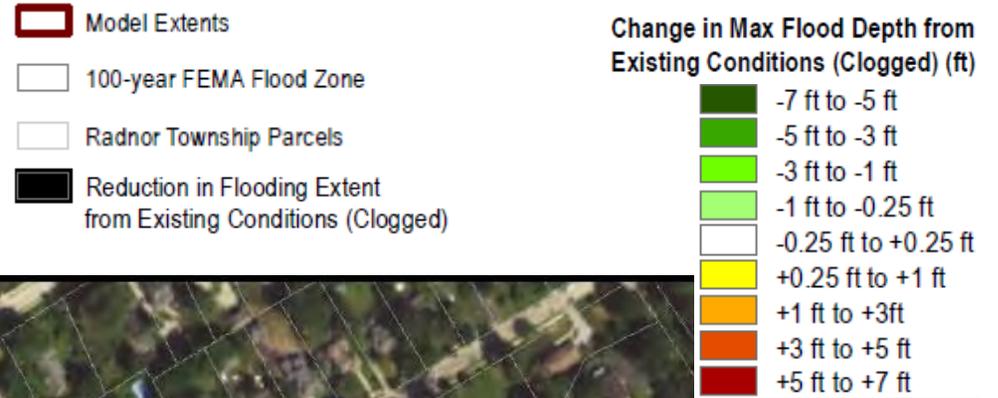
Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
25-year, 1-hour (2.40")	Cleaned	↓	—	↑	—	—
	Proposed	↓	↓	↑	—	—

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

North Wayne Basin: Existing Basin (Cleaned)

25-year, 1-hour Event



Storm Event (Total Depth)	Basin Improvement*	Flooding Locations				
		between Basin & Wayne Ave	Poplar Ave (east of Wayne Ave)	Willow Ave	Woodland Ave/ Plant Ave	Beechtree Lane (west of Oak Lane)
25-year, 1-hour (2.40")	Cleaned	↓	—	↑	—	—
	Proposed	↓	↓	↑	—	—

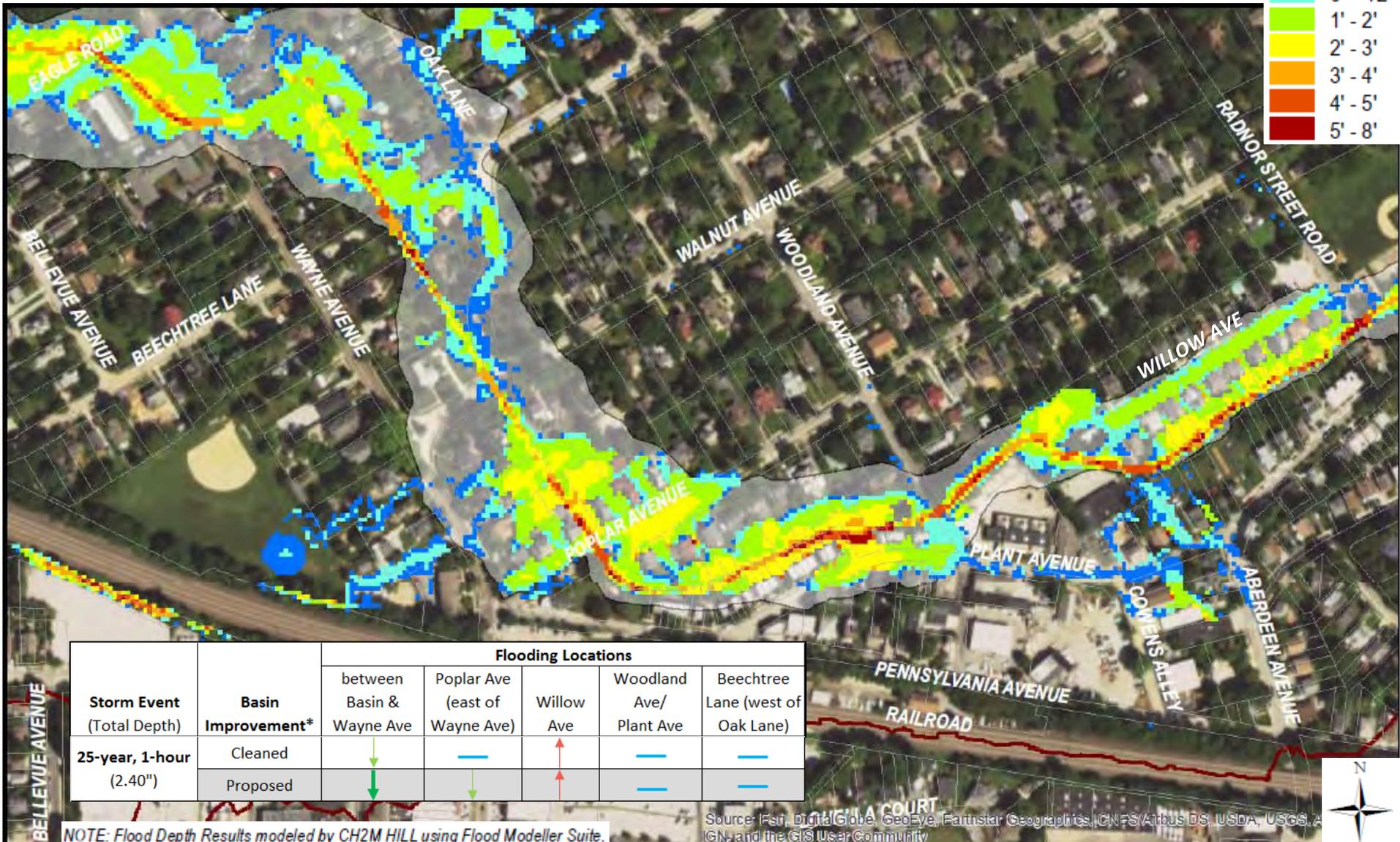
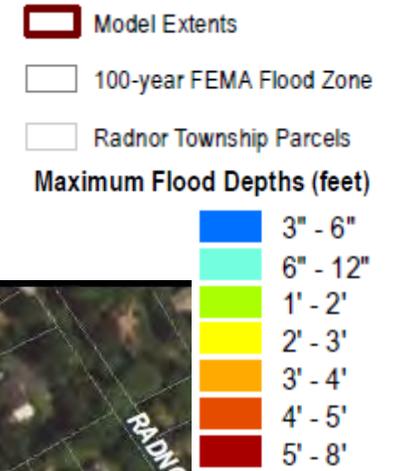
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



North Wayne Basin: Proposed Basin

25-year, 1-hour Event



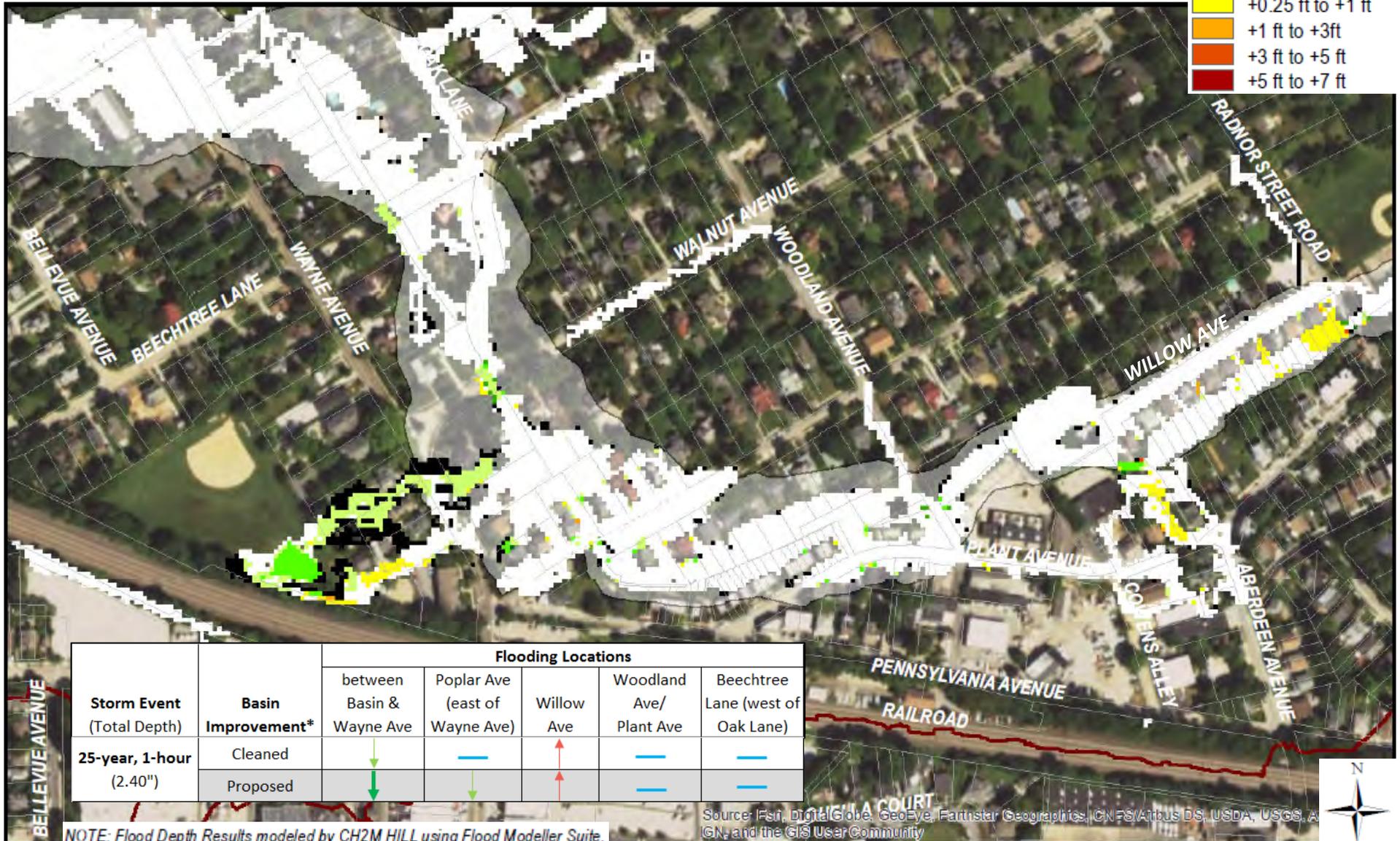
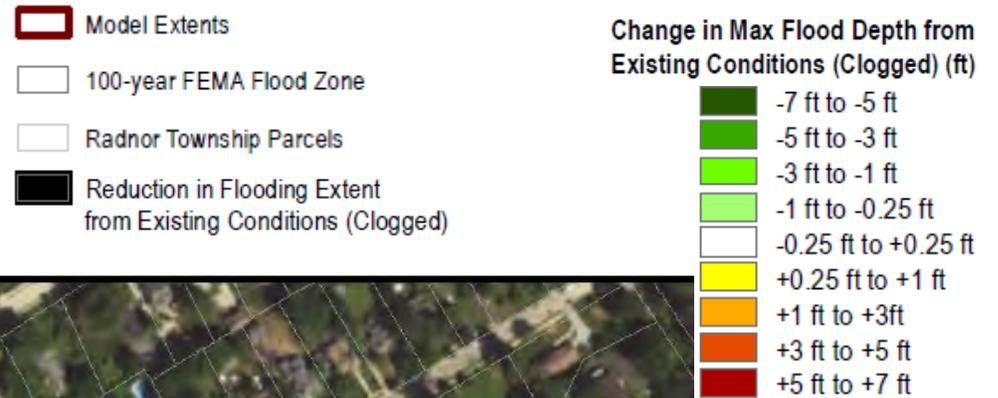
NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

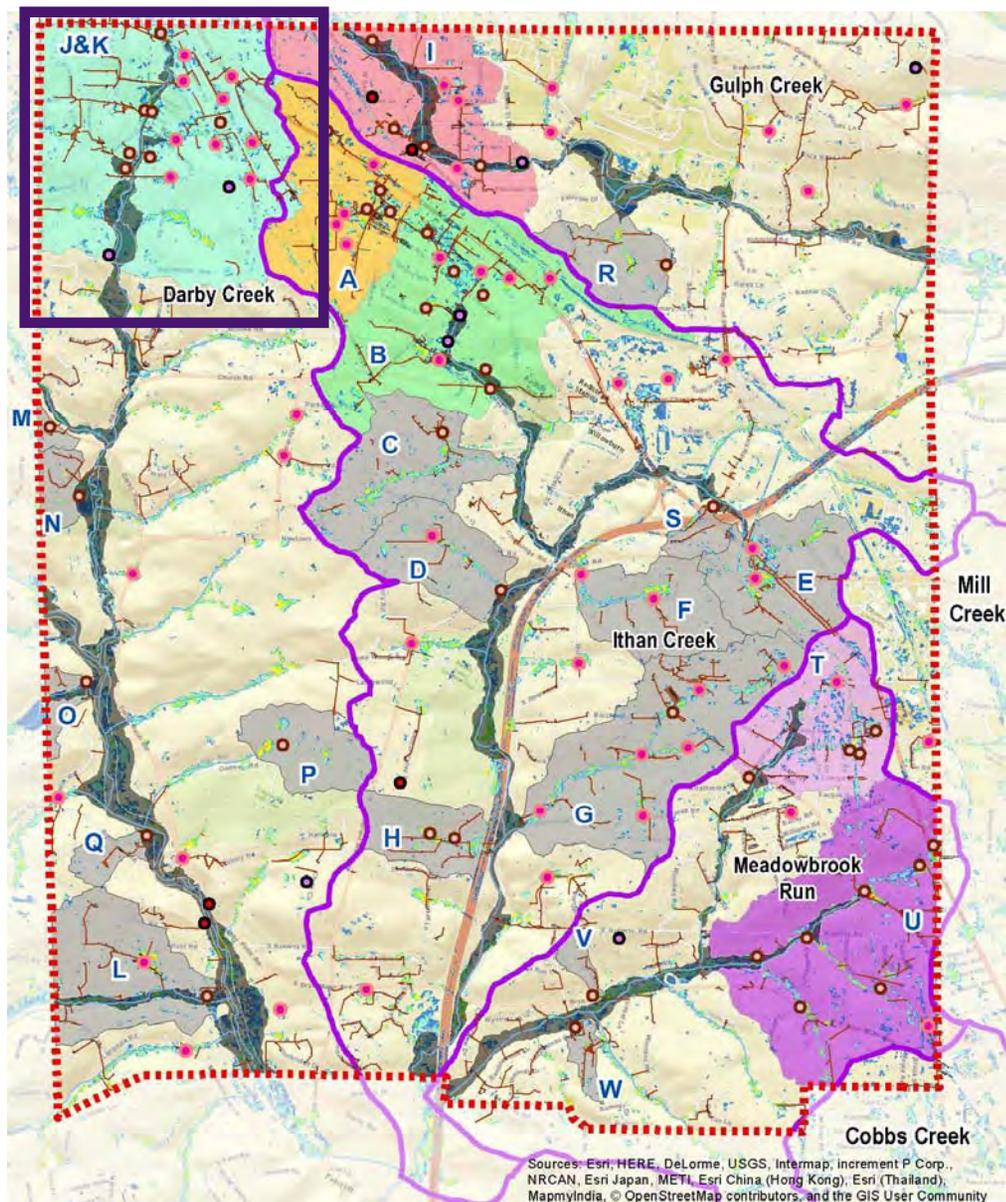


North Wayne Basin: Proposed Basin

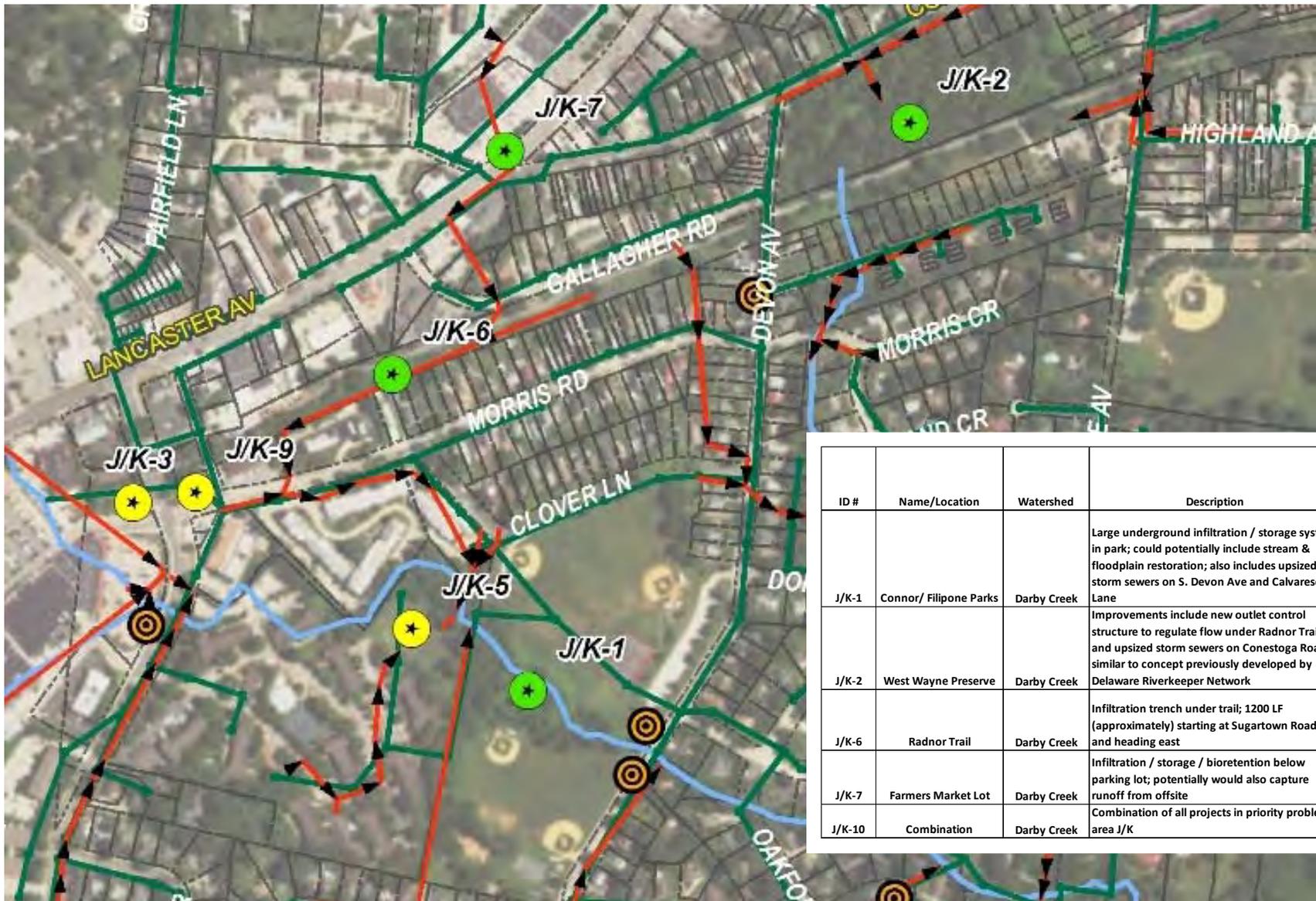
25-year, 1-hour Event



Priority Problem Area J/K



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: JK-10 Combination

Reduction in Max Flood Depth Results: 10-yr, 1-hr event

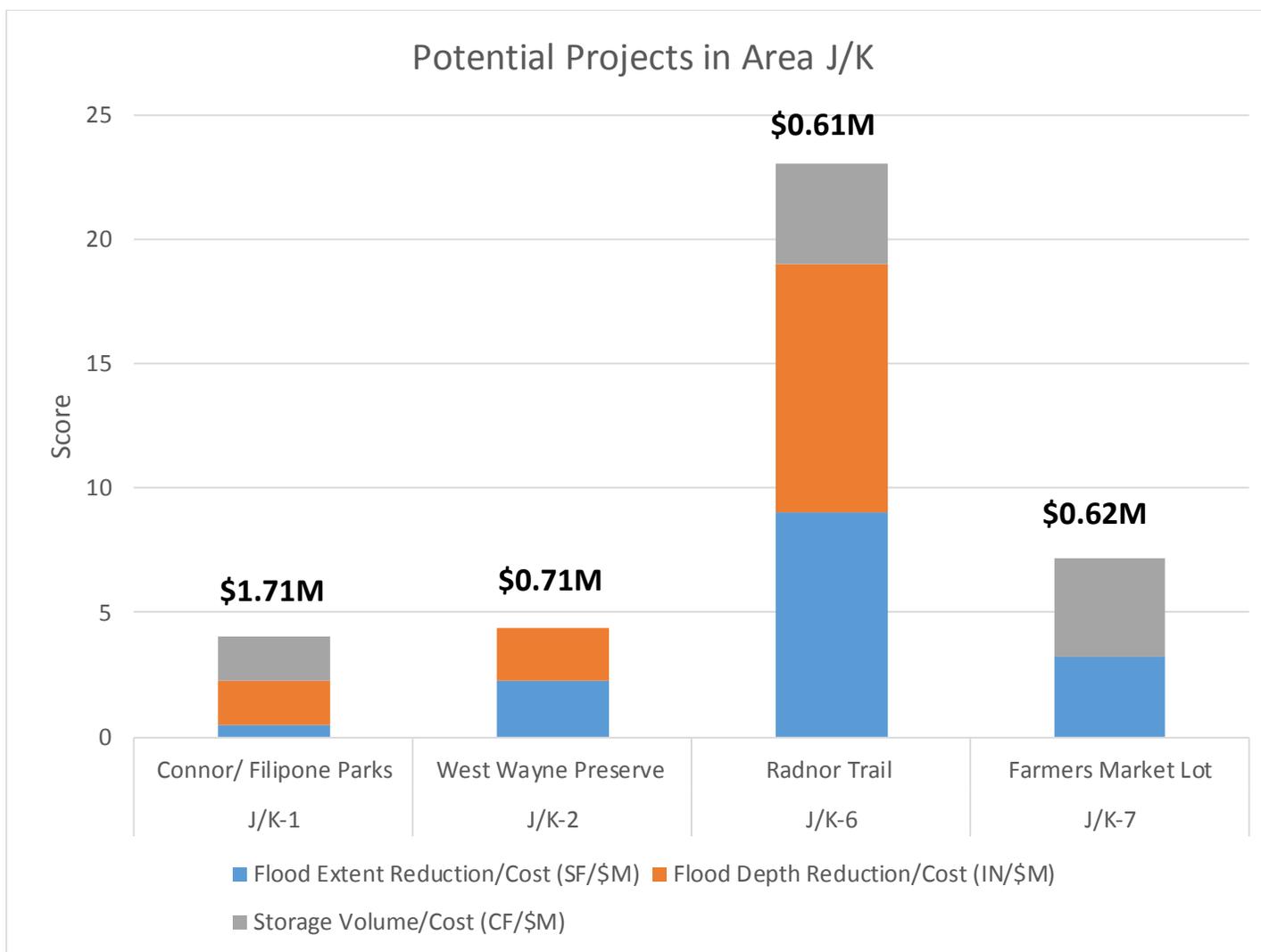
-  Model Extents
 -  100-year FEMA Flood Zone
 -  Radnor Township Parcels
 -  Radnor Township Boundary
- Reduction in Max Flood Depth

-  < -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

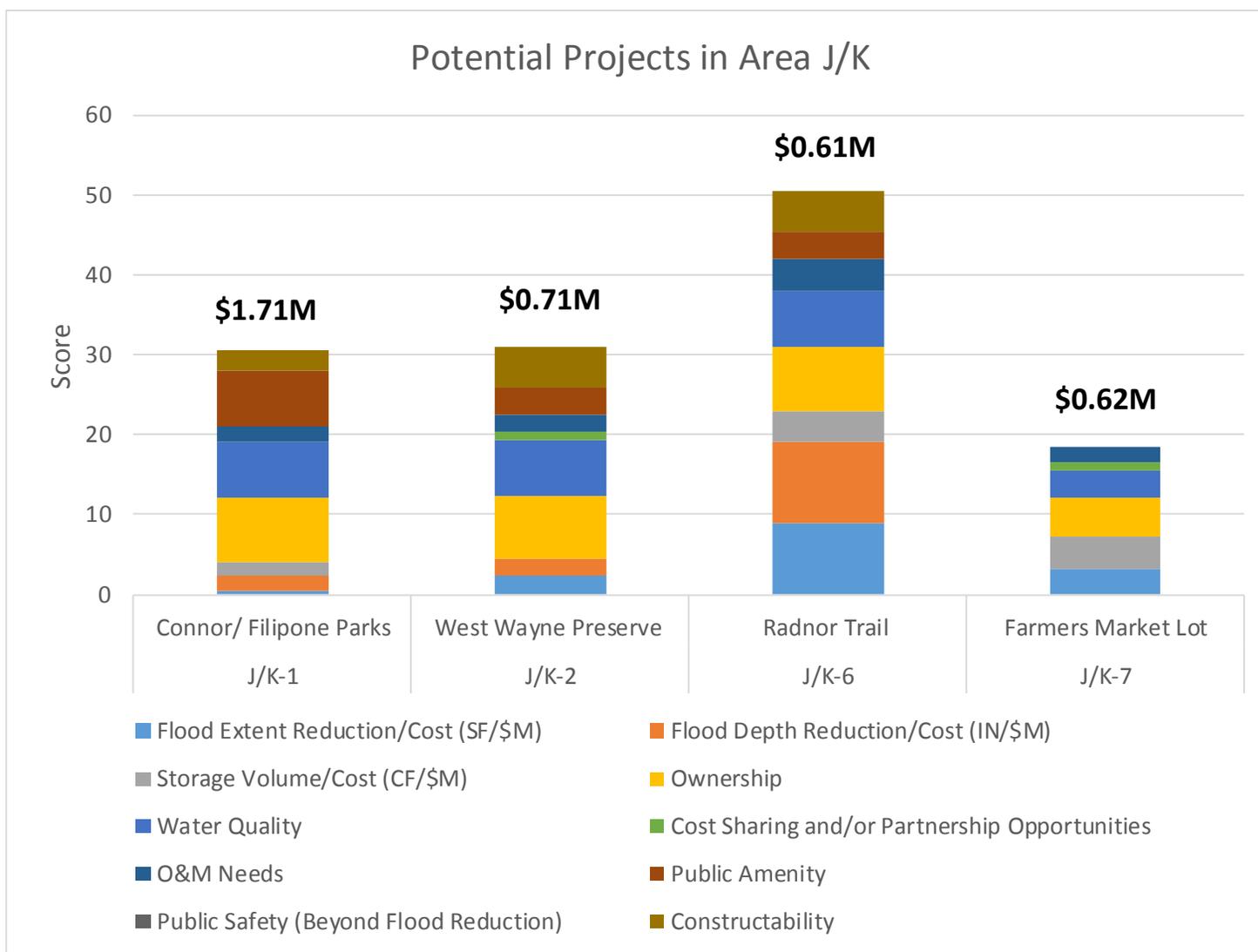


NOTE: Flood Depth Results modeled by CH2M HILL using Flood Modeller Suite.

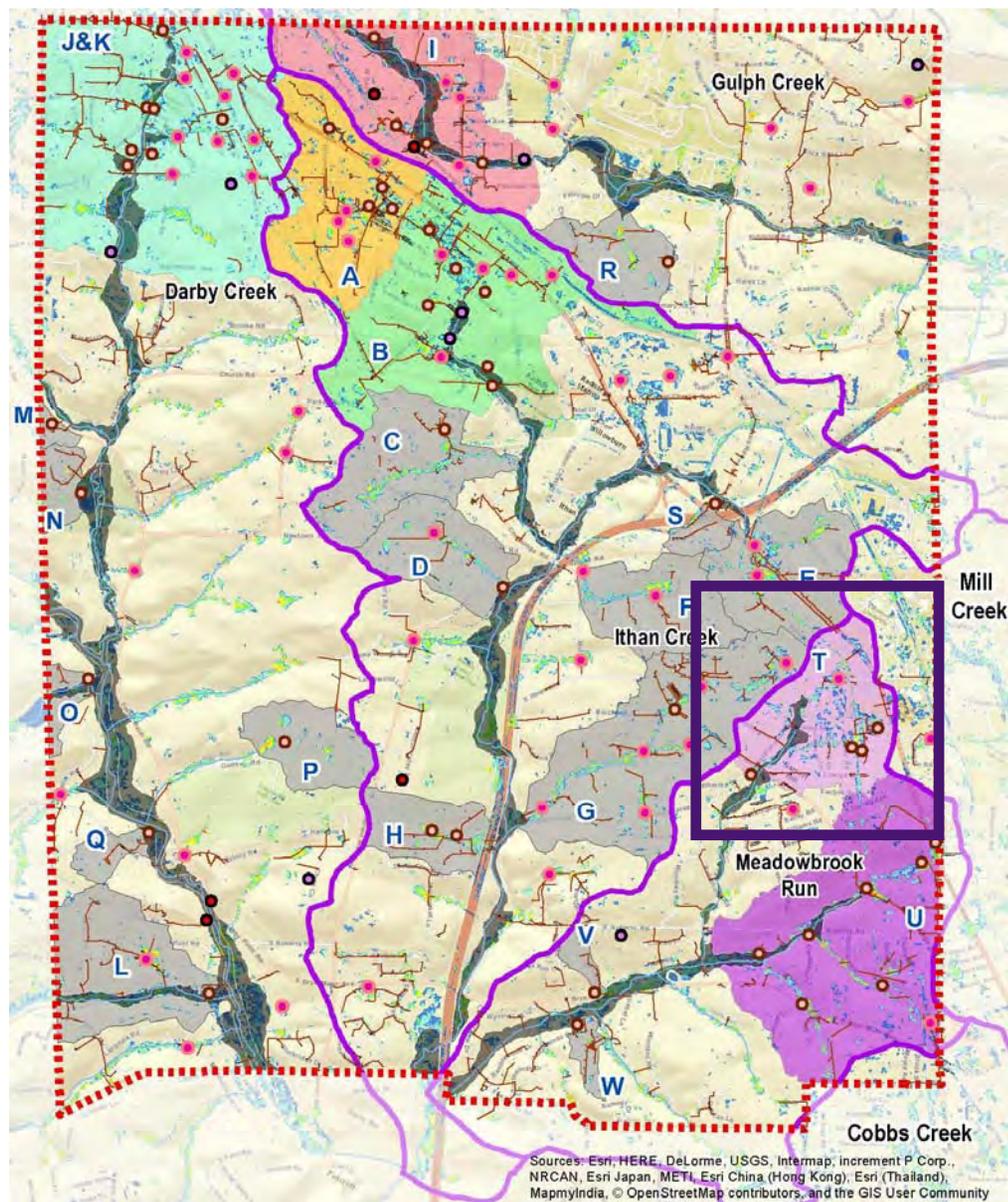
Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)



Priority Problem Area T



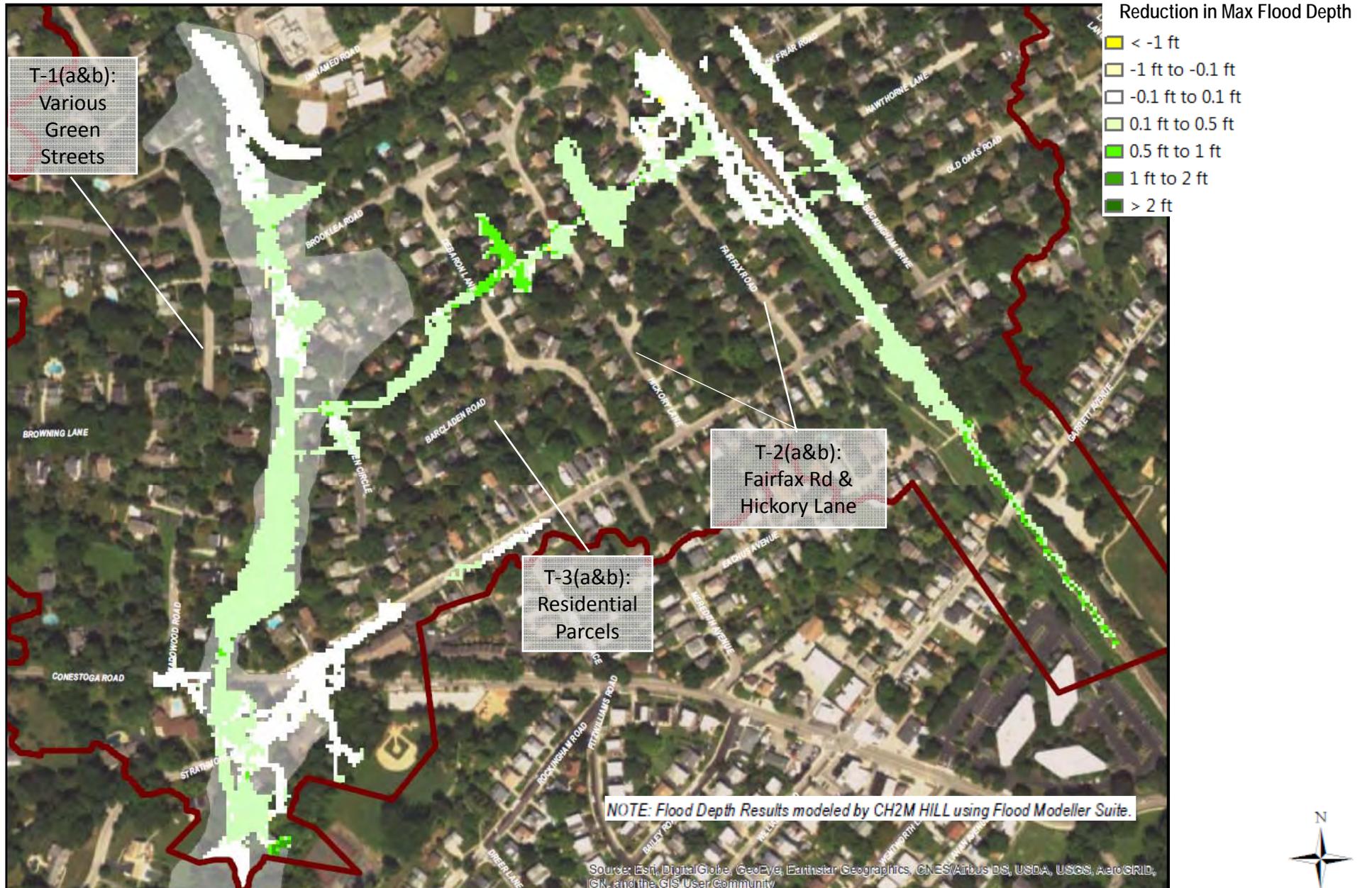
Potential Flood Mitigation Projects – Area T



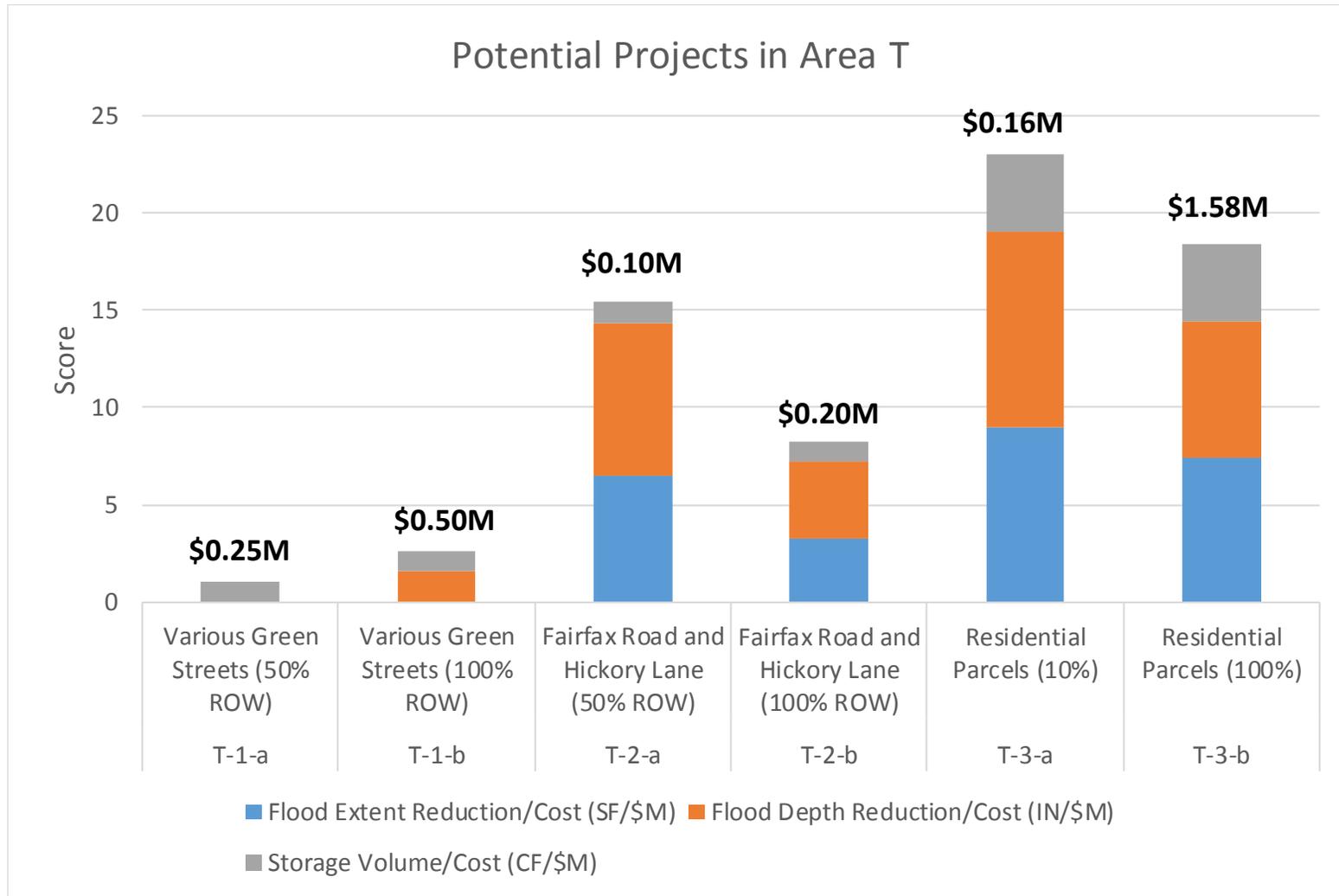
ID #	Name/Location	Watershed	Description	Owner
T-1-a	Various Green Streets (50% ROW)	Meadowbrook Creek	Green street opportunities with bumpouts and infiltration / storage trenches (50% of right-of-way impervious captured); Extent: Meadowood Road (Conestoga to Ithan), Browning Lane (south, 600ft west 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)	---

Valley Run Area T: T-5 Combination

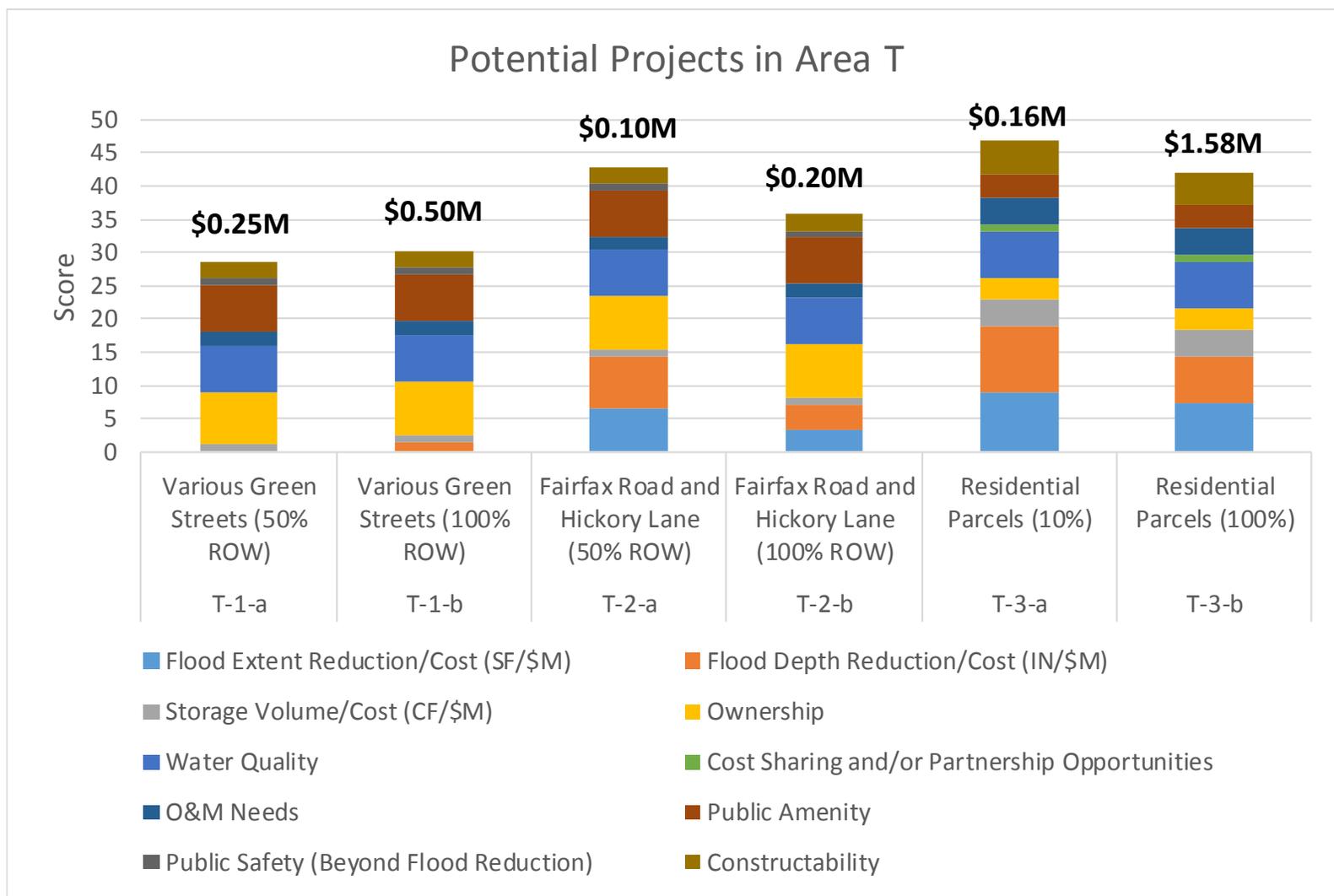
Reduction in Max Flood Depth Results: 10-yr, 1-hr event



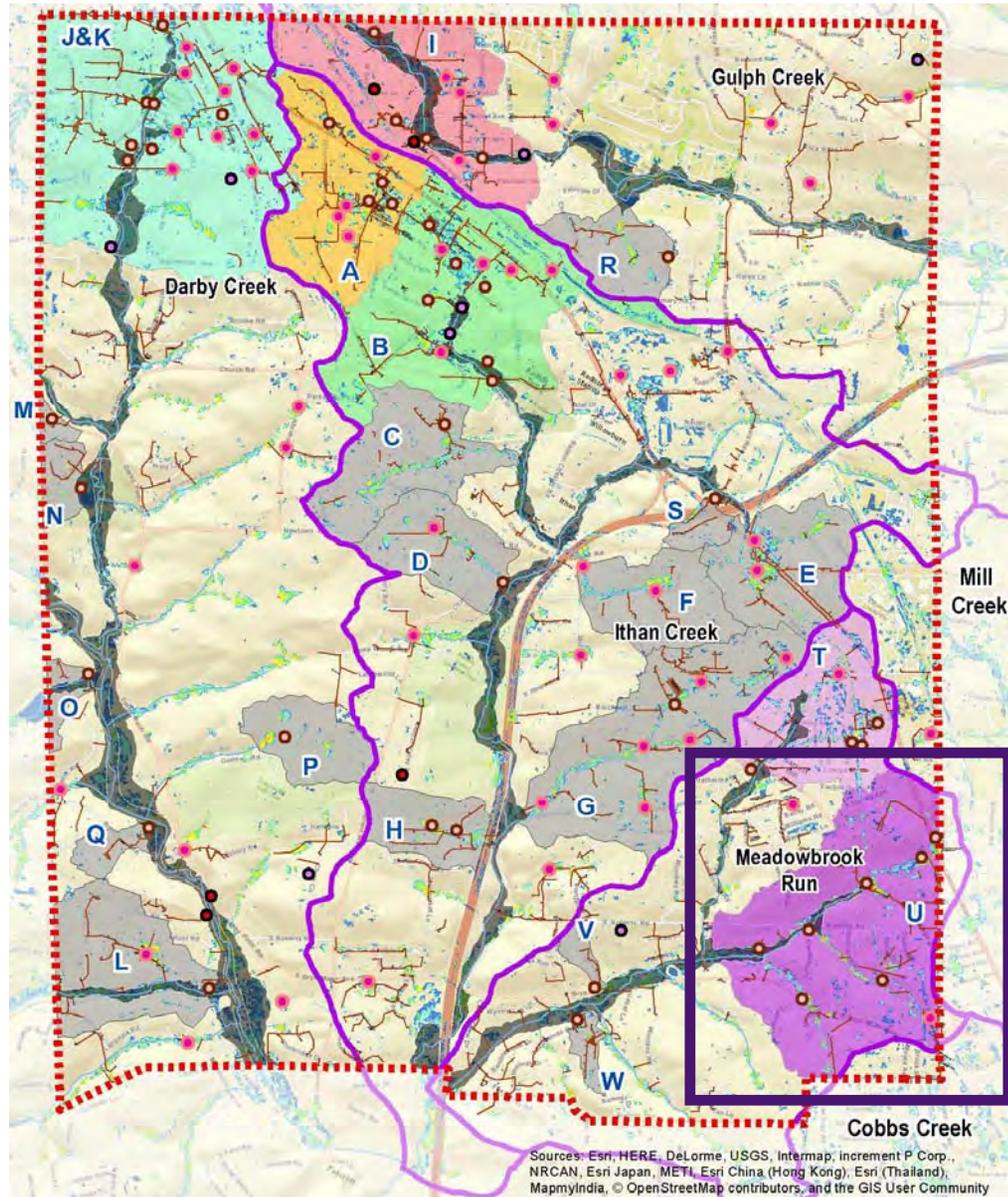
Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)



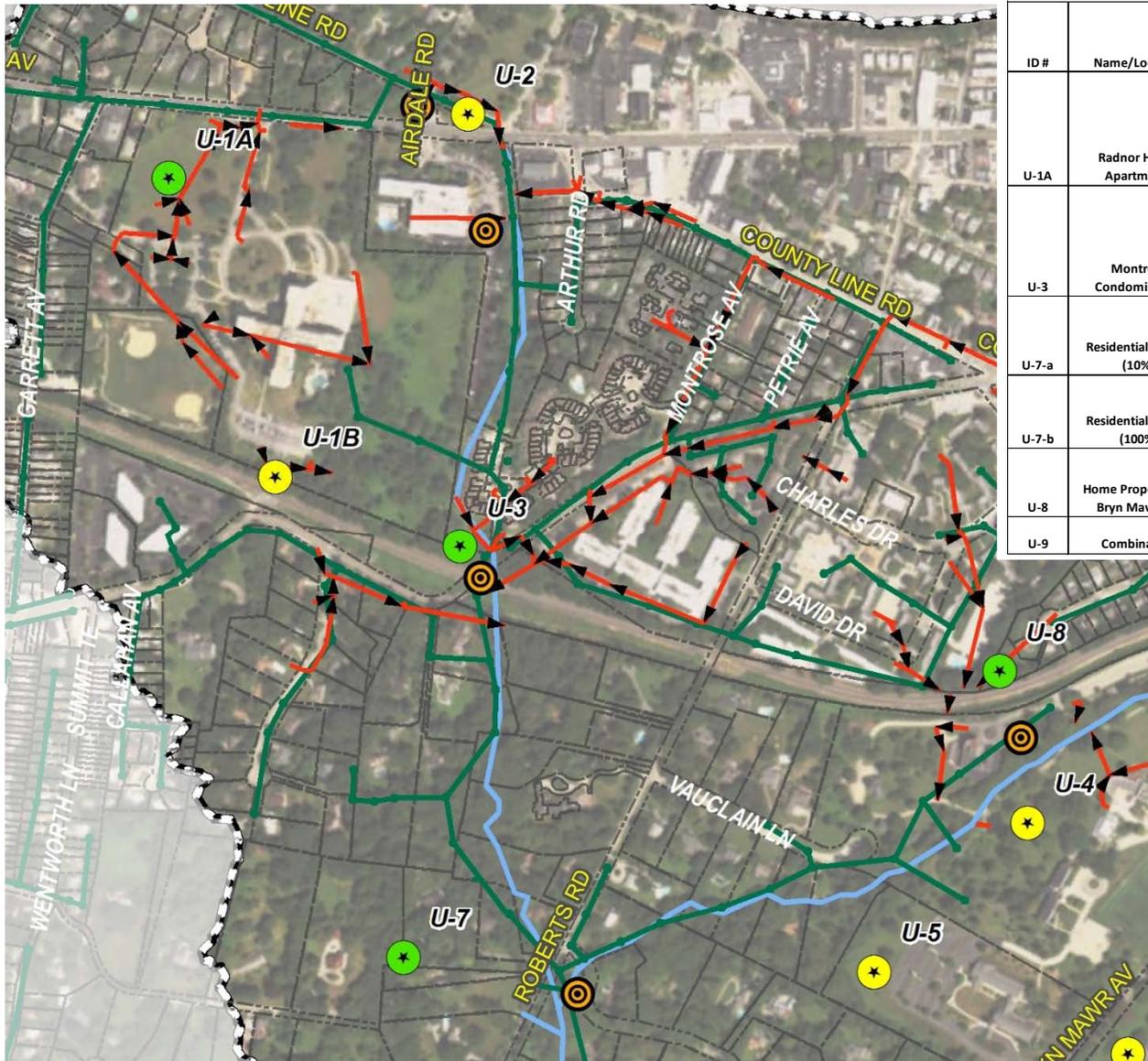
Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)



Priority Problem Area U



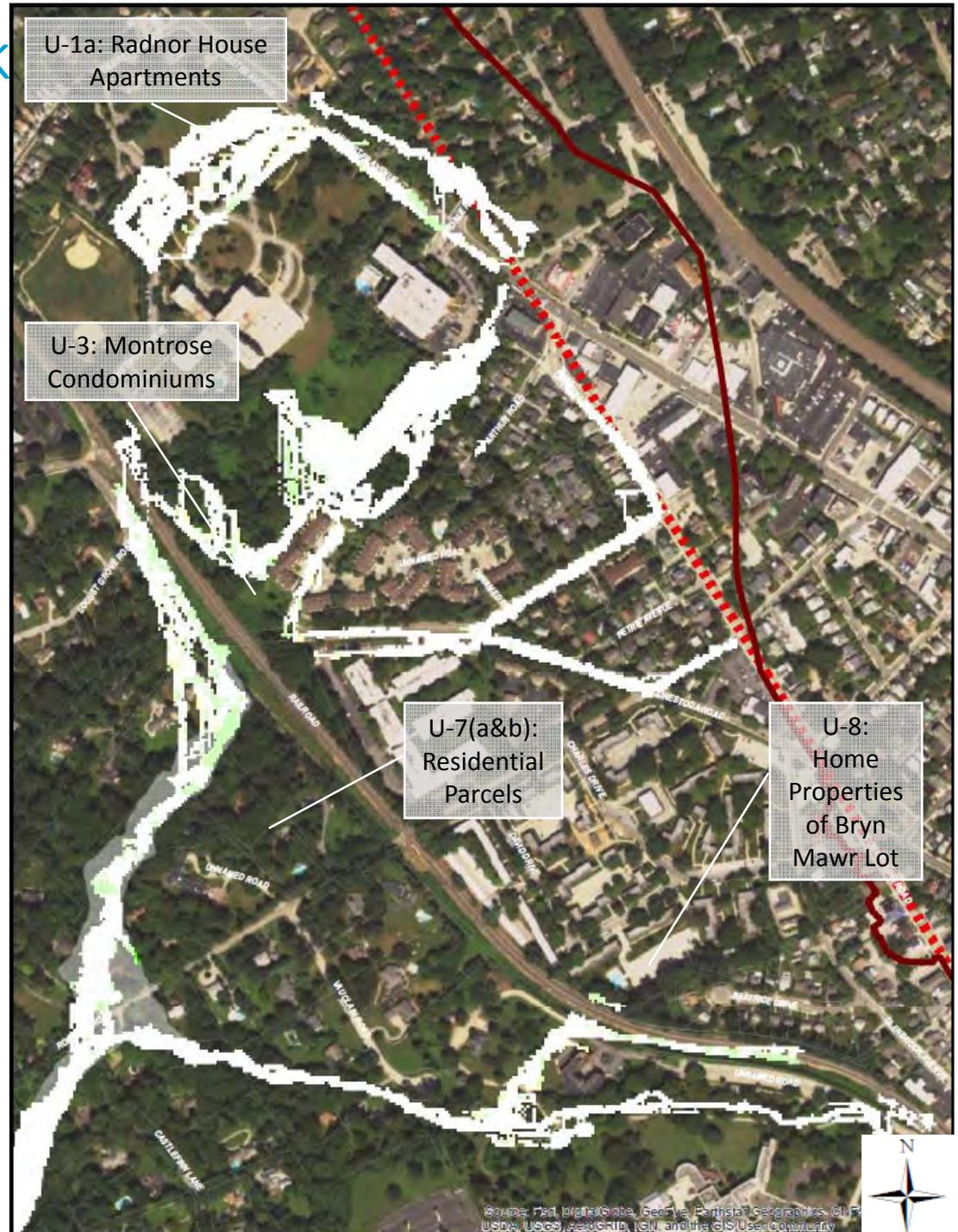
Potential Flood Mitigation Projects – Area U



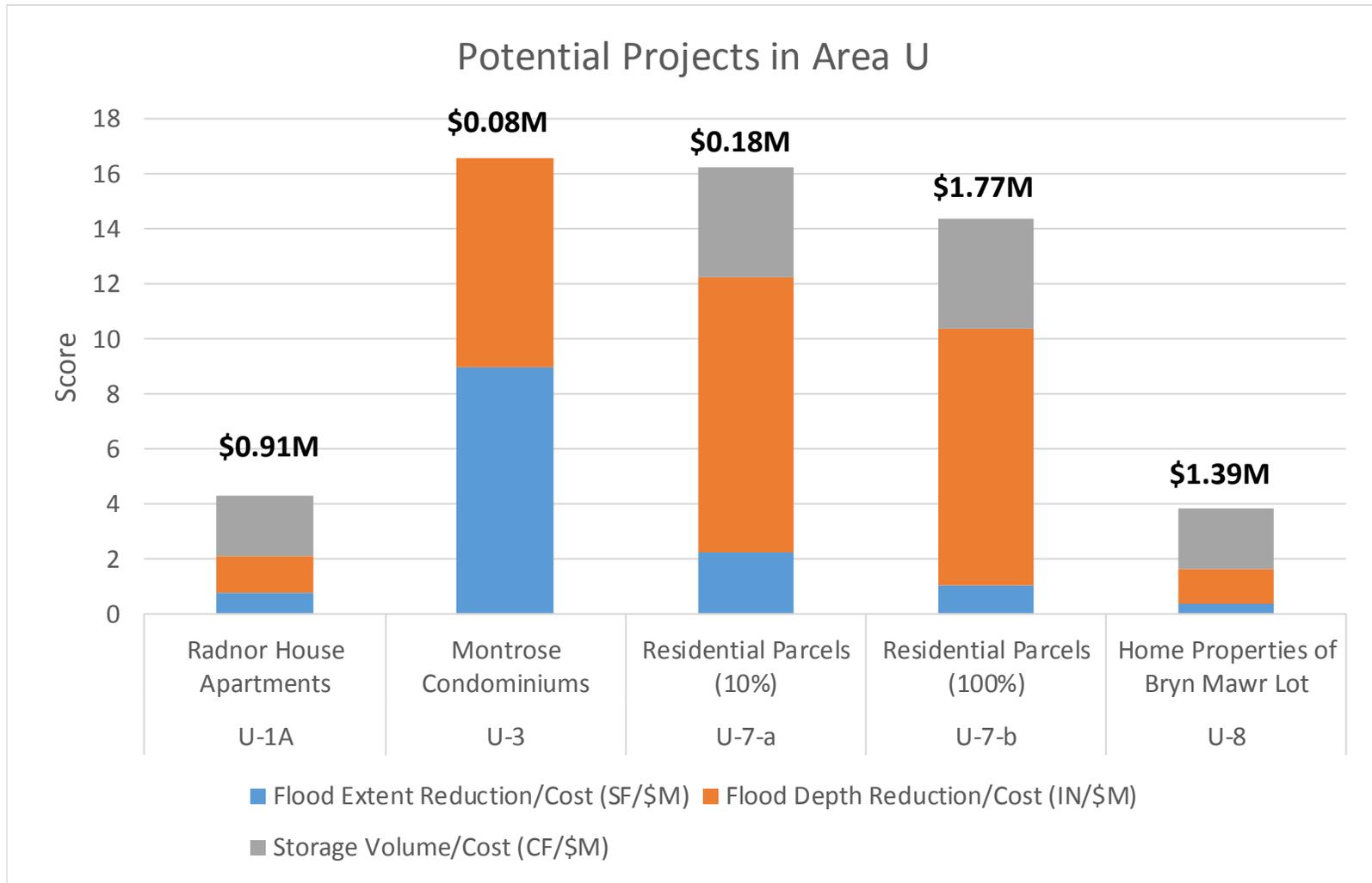
ID #	Name/Location	Watershed	Description	Owner
U-1A	Radnor House Apartments	Meadowbrook Creek	Large parking lot drains to sewer that is conveyed through large open space area along E. Lancaster Ave; potential to intercept runoff from storm sewer and manage with vegetated bioretention/swale system that 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)	---

Upper Meadowbrook Area U: U-9 Combination Reduction in Max Flood Depth Results: 10-yr, 1-hr event

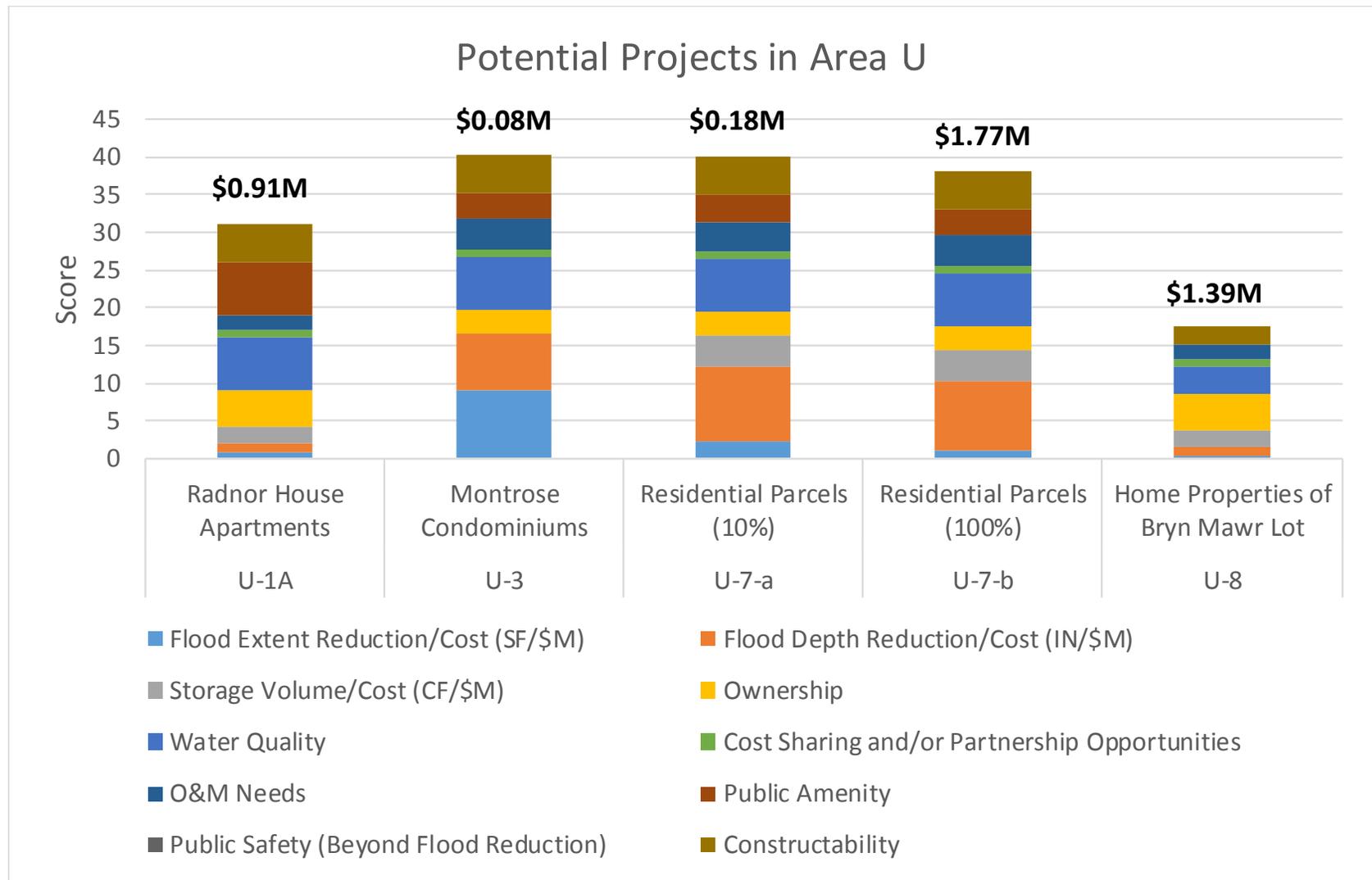
-  Model Extents
-  100-year FEMA Flood Zone
-  Radnor Township Parcels
-  Radnor Township Boundary
- Reduction in Max Flood Depth
 -  -1 ft to -0.1 ft
 -  -0.1 ft to 0.1 ft
 -  0.1 ft to 0.5 ft
 -  0.5 ft to 1 ft
 -  1 ft to 2 ft
 -  > 2 ft



Results of Project Ranking by Priority Problem Area (Flood Reduction and Storage Volume Only)

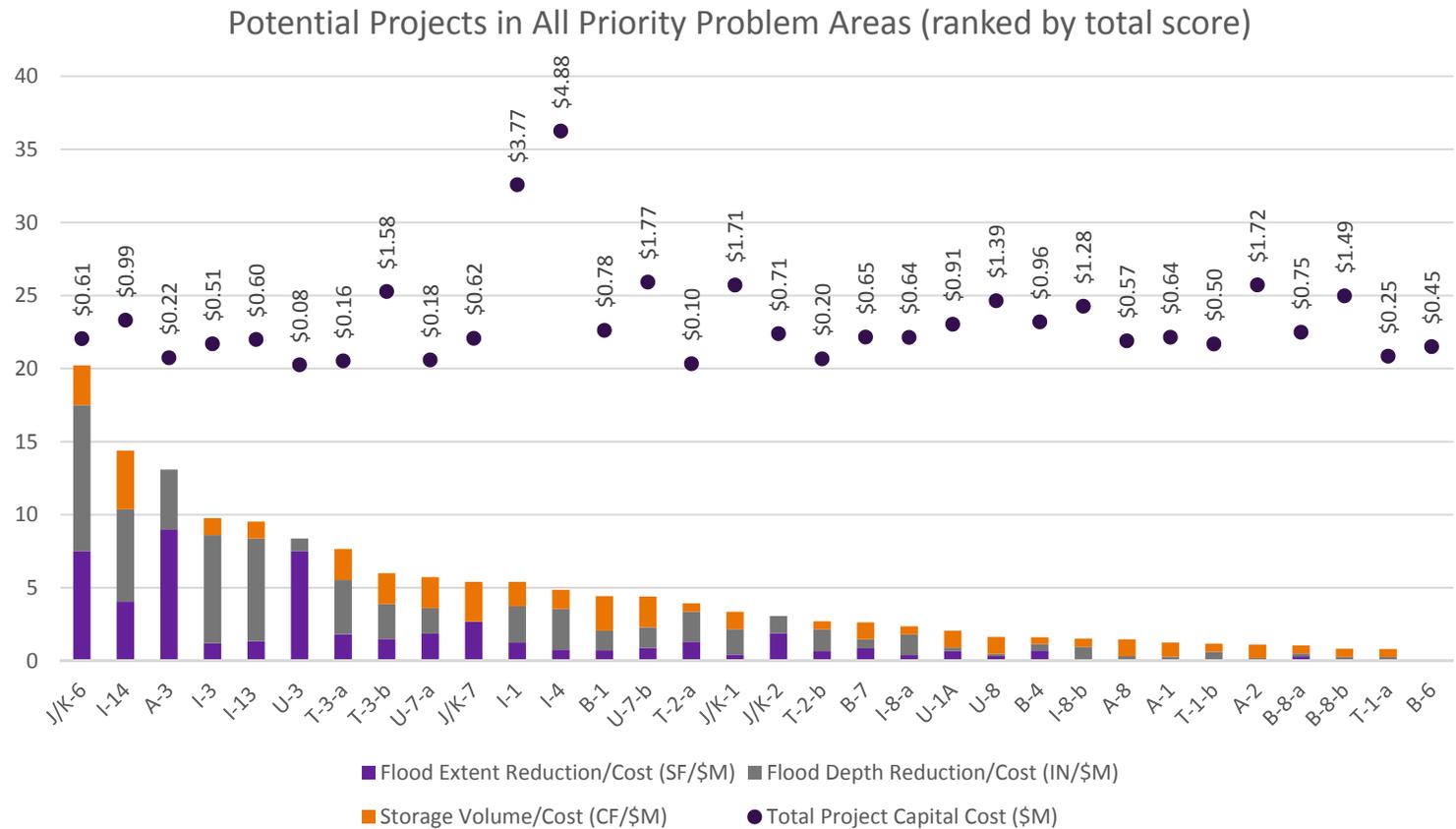


Results of Project Ranking by Priority Problem Area (All Prioritization Criteria)



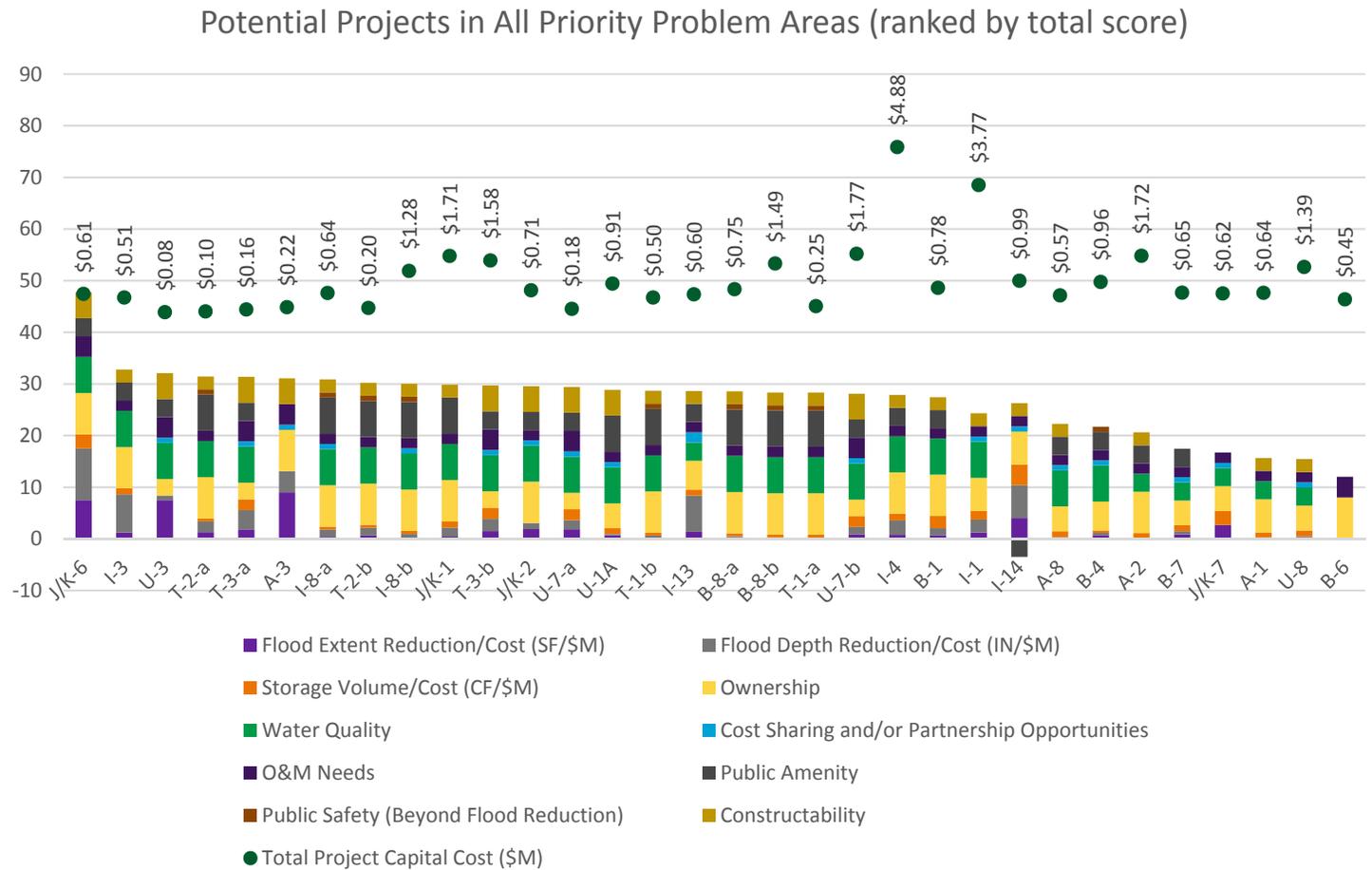
Results of Project Ranking by All Priority Problem Areas (Flood Reduction and Storage Volume Only)

ID #	Name/Location
J/K-6	Radnor Trail
I-14	N. Wayne Field - Option "E"
A-3	S. Wayne Ave Inlets/Pipes
I-3	West Ave Green Street
I-13	Wayne Train Station
U-3	Montrose Condominiums - Conestoga Road
T-3-a	Residential Parcels (10%)
T-3-b	Residential Parcels (100%)
U-7-a	Residential Parcels (10%)
J/K-7	Farmers Market



Results of Project Ranking by All Priority Problem Areas (All Prioritization Criteria)

ID #	Name/Location
J/K-6	Radnor Trail
I-3	West Ave Green Street
U-3	Montrose Condominiums - Conestoga Road
T-2-a	Fairfax Road and Hickory Lane (50% ROW)
T-3-a	Residential Parcels (10%)
A-3	S. Wayne Ave Inlets/Pipes
I-8-a	Various Green Streets (50% ROW)
T-2-b	Fairfax Road and Hickory Lane
I-8-b	Various Green Streets (100% ROW)
J/K-1	Connor/Filipone Parks



Thank You

ch2m.SM

Discussion and possible motion to support the following appeal to the Zoning Hearing Board:

APPEAL #2979 - The Applicant, The Emerson Group, properties located at 409, 411, 413 E. Lancaster Avenue and Zoned R5, seeks a special exception under Code Section 280-101 A. (2) to consolidate 409, 411, and 413 E. Lancaster Avenue, demolish the building on 411 E. Lancaster Avenue, and connect the buildings on 409 E. Lancaster Avenue and 413 E. Lancaster Avenue. In the alternative, if and to the extent required, Applicant seeks a variance from Code Section 280-34, which contains the use regulations of the R-5 Residence District, to consolidate the three lots and construct the proposed improvements. Applicant also seeks a variance from Code Section 280-105(F) to locate a parking area within the front yard setback and seeks any other special exception or variance relief that may be required for the proposed use and improvements. – *Requested by Commissioner Higgins*

Emerson Project Highlights

409, 411, 413 E. Lancaster Ave.

Radnor Twp.

Overview:

Proposed Construction will combine three buildings into one by replacing the middle building with a three story addition connecting the outer two existing buildings.

This concept provides a viable workplace for the owner while preserving significant portions of the existing improvements that have been a part of the community for many years. The consolidation of the three lots as well as the parking and circulation will improve its function and its relation to the community.

Basic Zoning Data:

R-5	Existing	Proposed	Allowable
Gross Floor Area	9,823 SF	12,500 SF (+27.3%)	14,734 SF (+50% by special exception)
Building Coverage	4,782 SF	5,852 SF (15.5%)	13,250 SF (35%)
Impervious Coverage (including gravel parking)	25,975 SF	24,077 SF (-7.3%)	15,142 SF

Additional Data:

Green Space	11,449 SF	13,779 (+20.3%)	
Parking Spaces Total	49	50, incl. 2 HC	50 req'd as proposed
Front Yard Parking	9	14	0
Driveways (including 405 + 407)	6 (two way)	3 (one in, two out)	

Benefits to the Community

Good Neighbor:

Emerson Group has been a growing part of this community for years. Their office use is a quiet, daytime only use that fits this transitional area. While the benefits of having a thriving business are self-evident, Emerson in particular has demonstrated a commitment to maintaining a high quality facility and a business environment that supports the community. This project has been designed to work within the fabric of the site's residential origins, giving new life to existing buildings while respecting their context.

Traffic Safety:

The driveway improvements will offer significant benefits to motorists entering and exiting the site and to the many motorists passing by, including improved sightlines, reduced confusion, improved grading, properly sized parking spaces, etc. The structure of a coherent plan will greatly simplify the traffic pattern on site.

A single point of entry will be established at 409, eliminating confusion. That entry will provide one way traffic movement directly onto the site and well off the highway. The two exit drives are located as far from each other as possible to avoid conflicts when re-entering the highway.

An easement will allow the neighboring property at 415 to combine their two-way drive with the 413 exit drive, avoiding conflicts and improving traffic at the neighboring property. New circulation pattern also offers improved conditions for delivery trucks including at neighboring properties. Currently, UPS and others sometimes stop on Lancaster Ave. due to circulation difficulties.

Sidewalk Improvements:

The proposed improvements include relocation of the sidewalk and re-grading of the right-of-way and front yard to improve conditions for pedestrians. This includes establishing a grass verge between Lancaster and the sidewalk, bringing pedestrians away from the highway and onto the site. Emerson is willing to execute the work to re-grade this area and relocate the sidewalk in accordance with the township's larger plan to improve sidewalks along this portion of Lancaster Ave. including at their adjacent properties at 405 and 407 E. Lancaster, as part of this proposed project.

Landscaping:

The large tree at the street will be preserved, if possible. New street trees will be provided all along the site, along with an additional hedge to screen the front parking. Additional shade trees will be provided at the rear parking area. Ornamental trees will be added as well as other foundation plantings near the proposed building. The rear buffer will be improved. Existing trees will remain and a more unified and consistent planting area will be provided along the rear of the

property. Paths and hard-scaping will be appropriate for pedestrian areas, and lighting will be provided as well.

Storm-water Management:

There is currently no storm-water management system on site. The proposal includes gathering surface and roof storm-water and directing it to a large retention/recharge feature buried in the front yard. The capacity of this system will be limited by what is practicable given the site, but Emerson is willing to put in an oversized system as the site allows, above and beyond what would be required for the new impervious areas.

This information has been compiled from various sources including data from Bloomfield Architects and Momenee, Inc. Please contact me directly with any questions.

Paul Bloomfield, Architect

484.680.5225



ZONING HEARING BOARD APPLICATION
TOWNSHIP OF RADNOR
301 IVEN AVENUE
WAYNE, PA 19087
610-688-5600
FAX: 610-971-0450
www.radnor.com
www.radnor.com

TOWNSHIP USE ONLY
APPEAL # _____
FEE: _____
DATE RECEIVED: _____

GENERAL INFORMATION: Applicants are strongly encouraged to review the "Requirements and Information for Appeals to the Zoning Hearing Board" that are attached to the application. Ten (10) copies of this application and required attachments along with an electronic submittal in pdf format (CD or thumb drive) must be filed with the Community Development Department not less than thirty (30) calendar days prior to the hearing. *Incomplete applications will not be accepted for processing.*

REQUIRED FEE DUE AT FILING: Please refer to the Consolidated Fee Schedule, as amended on our website at www.radnor.com for a copy of our current fees.

TYPE OR PRINT

Property Address: 409, 411, and 413 E Lancaster Avenue, Wayne, PA 19087

Name and address of Applicant: The Emerson Group, c/o Paul Bloomfield, AIA, Bloomfield Architects,
105 N. Wayne Avenue, Wayne, PA 19087

Telephone Number: 610-254-9500 **Email:** paul@bloomfieldarchitecture.com

Property Owner (if different than above): Scott Emerson, c/o Patrick Gibbons

Owner address: 407 E Lancaster Avenue, Wayne, PA 19087

Telephone number: 610-971-9600 **Email:** gibbop@aol.com

Attorney's name: Fred B. Fromhold, Esquire, Fromhold Jaffe & Adams

Address: 789 E Lancaster Avenue, Suite 220, Villanova, PA 19085

Telephone number: 610-527-9100 Email: fbf@fromholdjaffe.com

Relief requested and/or basis for appearing before the Zoning Hearing Board including *specific citation to any and all sections of the Zoning Code relevant to the appeal. (attach additional pages if necessary)*

Please see attached.

Description of previous decisions by the Zoning Hearing Board pertinent to the property, or attach copies of decisions: *(attach additional pages if necessary)*

Please see attached.

Brief narrative of improvements: (attach additional pages if necessary)

Please see attached.

ATTACHMENTS: Ten (10) copies of each and one (1) electronic copy in pdf format (CD or thumb drive) of the following must be provided:

1. **Engineered plan or survey of the property drawn to scale, prepared by a registered architect, engineer or surveyor licensed in Pennsylvania, containing the following information:**
 - a) lot lines and lot dimensions described in metes and bounds (in feet);
 - b) total lot area;
 - c) location of easements and rights of way, including ultimate rights of way;
 - d) location of all setback lines for existing and proposed structures;
 - e) location of steep slopes, floodplains, riparian buffers, wetlands, and other pertinent features;
 - f) location of existing and proposed improvements;
 - g) table of zoning data including zoning district, required setbacks, existing and proposed building coverage, impervious coverage, height, and other pertinent zoning restrictions, and any degree of compliance or noncompliance; and
 - h) all other features or matters pertinent to the application.

PLANS SHALL NOT EXCEED 24" X 36", AND MUST BE NEATLY FOLDED TO NO GREATER DIMENSION THAN 8 ½" X 11" AT FILING

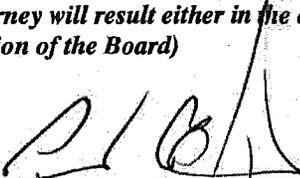
2. **List of witnesses and summary of their testimony attached.**
3. **Photographs of the property at issue and all adjoining properties.**
4. **Copies of any written professional reports, including traffic studies, land planning studies,**

appraisals, floodplain analyses, economic forecasts or other written reports, which the applicant wishes to present at the hearing (*note: the author of the study or a qualified representative of the entity who prepared the study must appear at the meeting and be available for cross-examination*).

5. Copy of deed, lease, agreement of sale, or other authorization to file the appeal. (*note: leases or agreements of sale either must expressly permit the tenant or buyer to file an appeal, or must be accompanied by a letter from the owner clearly authorizing tenant or buyer to file the appeal*).

ADDITIONAL REQUIREMENTS

1. Will this application involve the subdivision of land? Applications that involve the subdivision of land are referred to the Planning Commission for review and recommendation. *Applicants will be notified of the date and time of the Planning Commission meeting*
2. Will briefs or memoranda of law be filed in accordance with requirements of the Zoning Hearing Board? (*note – 10 copies of any brief or memorandum of law to be submitted by the applicant must be received by the Community Development Department no later than 14 days before the hearing*).
3. Will the applicant (or duly authorized officer of the applicant, if applicant is not a natural person) be present at the hearing. If not, then power of attorney, notarized and in recordable form, authorizing the person who will testify on behalf of the applicant, and to bind the applicant in any proceedings of the Board must be presented at or before commencement of the hearing. Attorneys, agents, or other representatives of the applicant may not appear and testify on behalf of the applicant without power of attorney. Forms of power of attorney are available in the Community Development Department. (*note: failure to provide power of attorney will result either in the appeal being continued, or being dismissed, at the discretion of the Board*)



SIGNATURE OF APPLICANT

AN ADDITIONAL FEE OF \$200 SHALL BE CHARGED FOR ANY CONTINUANCE REQUESTED BY THE APPLICANT. THIS FEE SHALL BE PAID PRIOR TO THE RESCHEDULING OF THE HEARING.

Attachment to Zoning Application

409, 411 and 413 E Lancaster Avenue

Relief requested and/or basis for appearing before the Zoning Hearing Board including specific citations to any and all sections of the Zoning Code relevant to the appeal:

409, 411, and 413 E Lancaster Avenue are currently each improved with a building and parking areas used for commercial purposes. 409 E Lancaster Avenue was first approved for office use by variance from the Zoning Hearing Board in 1967 and is currently used for offices for The Emerson Group, a consumer products equity organization, which also has offices on the adjacent properties 405 and 407 E Lancaster Avenue. 411 E Lancaster Avenue was first approved for office use by variance from the Zoning Hearing Board in 1981 and is currently vacant. It was last used for a day spa. 413 E Lancaster Avenue was first approved for office use with the issuance of a building permit in 1969 and is currently vacant. It was last used for a day spa together with 411 E Lancaster Avenue.

Applicant seeks a special exception under Code § 280-101(2) to consolidate 409, 411, and 413 E Lancaster Avenue, demolish the building on 411 E Lancaster Avenue, and connect the buildings on 409 E Lancaster Avenue and 413 E Lancaster Avenue. The proposed expansion will not increase the area devoted to the use by more than 50%. In the alternative, if and to the extent required, Applicant seeks a variance from Code § 280-34, which contains the use regulations of the R-5 Residence District, to consolidate the three lots and construct the proposed improvements.

Applicant also seeks a variance from Code § 280-105(F) to located a parking area within the front yard setback. Portions of the front yards on 409 and 411 E Lancaster Avenue are currently used for parking. Applicant proposes a total of fourteen parallel parking spaces partially within the front yard setback and proposes an improved streetscape that will provide enhanced landscaping, a new sidewalk, and the elimination of three existing curb cuts.

Finally, Applicant seeks any other special exception or variance relief that may be required for the proposed use and improvements. The proposed use and improvements will have no adverse impact on the public health, safety or welfare. The area in which the lots are located, although zoned R-5 Residence District, has historically been used for commercial purposes.

Description of previous decisions by the Zoning Hearing Board pertinent to the property, or attach copies of decisions:

Copies of previous decisions of the Zoning Hearing Board pertinent to the property are attached and also summarized below.

409 E Lancaster Avenue

- Appeal No. 1021 (1967): Zoning application filed to use property for office and apartment use. Application denied.
- Appeal No. 1030 (1967): Revised zoning application filed to use property for office and apartment use. Application denied.
- Appeal No. 1046 (1967): Rehearing of revised zoning application to provide evidence of hardship. Variance granted to use property for an office and three apartments.
- Appeal No. 1985 (1989): Zoning application filed to use property for general office rather than professional office. Application denied.
- Appeal No. 2331 (1998): Zoning application filed to change existing nonconforming professional office use to a nonconforming real estate office use. Special exception granted to use property for real estate office.

411 E Lancaster Avenue

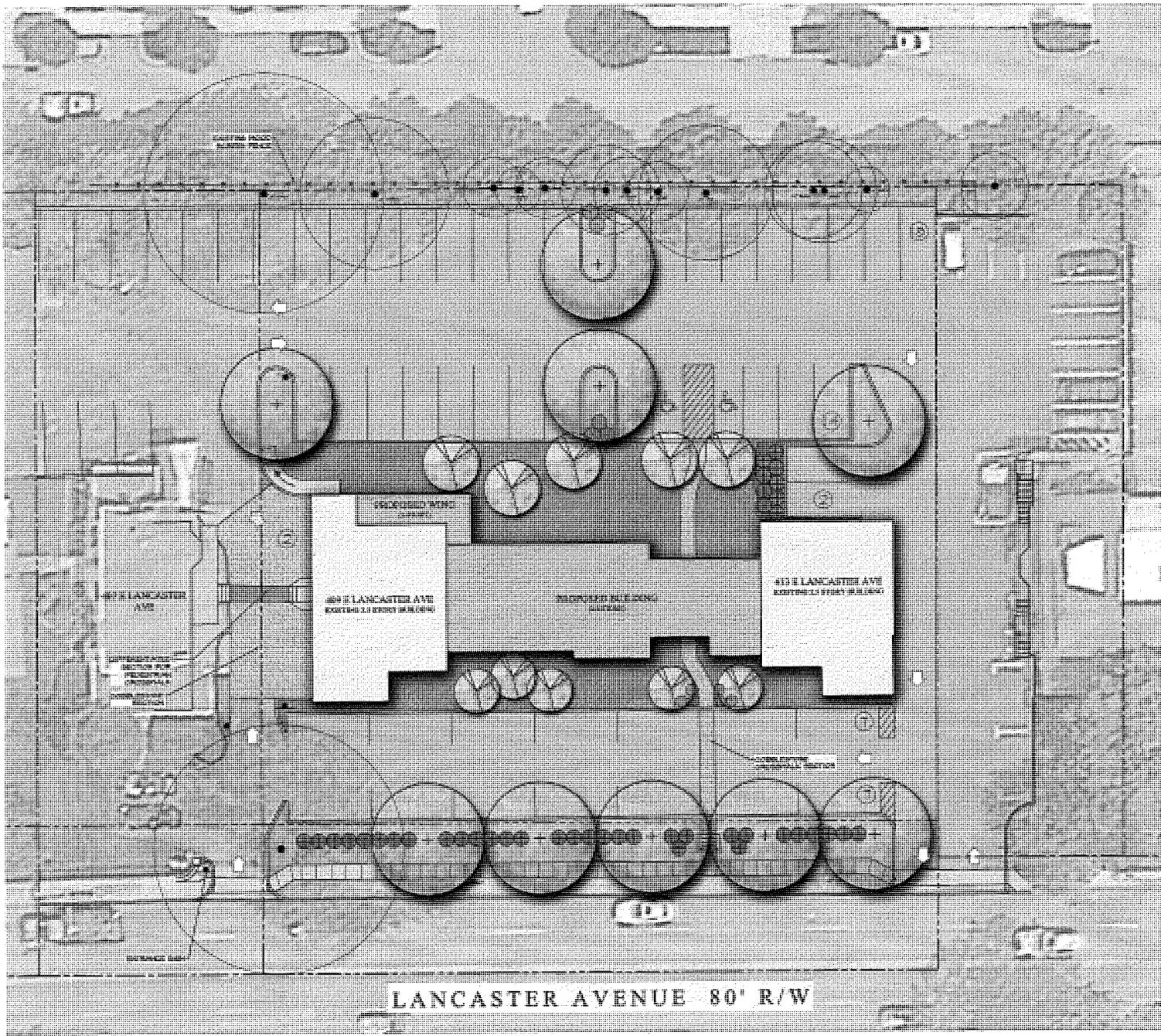
- Appeal No. 1556 (1981): Zoning application filed for variance to operate an export management company. Variance granted to use property to operate export management company.
- Appeal No. 1633 (1982): Zoning application filed for variance to operate a skin and nutritional care facility. Variance granted to use property to operate a skin and nutritional care facility.

413 E Lancaster Avenue

- None.

Brief narrative of improvements:

As stated above, Applicant proposes to consolidate 409, 411, and 413 E Lancaster Avenue. Once consolidated, the existing building on 411 E Lancaster Avenue is proposed to be demolished and a connection between the buildings on 409 and 413 E Lancaster Avenue constructed. The existing driveways and parking areas will be reconfigured and a total of 50 parking spaces provided. The existing driveway between 407 and 409 E Lancaster Avenue is proposed to be ingress only and the existing driveway between 413 and 415 E Lancaster is proposed to be egress only. Three curb cuts that currently exist between these driveways will be eliminated. As part of the project, Applicant would provide streetscape improvements requested by the Township, which include new plantings and a new sidewalk.



CONCEPT PLAN GENERAL NOTES:

1. This plan is based on Proposed Conditions Plan prepared by Morrison, Inc. dated December 18, 2016, last revised February 1, 2017.
2. This concept was prepared strictly based upon information identified above.
3. The concept represented herein identifies a design concept resulting from layout performance identified by the owner. In addition to a preliminary review of zoning and land development requirements. The feasibility with respect to obtaining local, county, state and other applicable approvals are not warranted and can only be assessed after further examination and verification of same requirements and requirements of jurisdictional agencies.
4. This concept plan is prepared for conceptual presentation purposes only and is not intended for circulation as a zoning and/or construction document. The existing conditions shown herein are based upon information that was supplied to our office at the time of plan preparation and may be subject to change and must be updated upon performance of additional due diligence.

LEGEND:

- EXISTING VEGETATION
- PROPOSED DECIDUOUS TREE
- PROPOSED ORNAMENTAL TREE
- PROPOSED SHRUBS

**GLACKIN
THOMAS
PANZAK**
LAND PLANNING
ARCHITECTURE
I.A.N.D.E.C.A.P.E.
ARCHITECTURE

Glackin Thomas Panzak, Inc.
Paul Kinoshita Group Inc.
41 Lehigh Valley Mall
P.O. Box 1000
Lehigh Valley, PA 18101
Tel: 610-498-3277
Fax: 610-498-3277
Email: glackin@glackin.com

CONCEPT LANDSCAPE PLAN
Bloomfield Emerson Group
RADNOR, TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA

DATE: 02/02/17 (gp)
REV:

PROJECT #: 16-069
Concept Landscape Plan

SHEET:
CP-1

