

BOARD OF COMMISSIONERS

REVISED - AGENDA

Monday, April 24, 2017 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session on April 10, 2017 and preceding the Board of Commissioners meeting of April 24, 2017

1. Consent Agenda

- a) Disbursement Review and Approval: 2017-03D, 2017-03E, 2017-04A, 2017-04B
- b) Acceptance of Department Monthly Reports
- c) Approval of Meeting Minutes from the March 13, 2017 and March 27, 2017 Board of Commissioners meeting
- d) HARB:
 - **HARB-2017-07 – 409 Oak Lane** - Remove existing 1 story shed addition at rear of main house and remove existing garage and shed in rear yard. Add new 1 story and 2 story additions to main house and new garage. Restore exterior of main house including the front porch.
 - **HARB-2017-08 – 233 Walnut Avenue** - Demolish existing screened in porch, slab and portion of rear wall. Construct a 2-story rear addition including 2nd floor bathroom, kitchen addition off the rear of home.
 - **HARB-2017-09 – 303 S Wayne Avenue** - Renovation of existing home while restoring all existing windows facing front on home. Adding a family room to back of home and kitchen.
- e) Resolution #2017-55 - Amending the Consolidated Fee Schedule to include professional service pricing for inspection services
- f) Resolution #2017-60 - Amending the Consolidated Fee Schedule to include Chapter 150 Design Review Board fees
- g) Resolution #2017-62 - Authorizing the Sale of Surplus Vehicles and Equipment
- h) Motion to Authorize Radnor Township to Partner with Haverford Township with our Comprehensive Plans and to Receive RFP's for Said Plans
- i) Motion to Authorize the Execution of the Radnor Township TAP Trail Easement Agreement
- j) Resolution #2017-61 – McGinley Subdivision – Sewage Facilities Planning Module
- k) Motion to Authorize to receive Bids for the Painting & Repair of the Exterior of the Willows Cottage
- l) Motion to authorize to receive Bids for the painting of the Matsonford Road Bridge
- m) Motion to Authorize to file a complaint for Building Code Violations at 200 S. Ithan Avenue

2. Commendations of Radnor Police Officers

3. Community Recognitions

4. **Reappointment to Radnor Memorial Library Board – Heather Reilly**

5. Public Participation

6. Committee Reports

PERSONNEL & ADMINISTRATION

A. Resolution #2017-63 - Adoption of the Radnor Township Organization Chart

B. Resolution #2017-64 – Approval of the Salary Schedule

- C. Motion to Authorize for the Promotion of Deputy Superintendents and Lieutenant
- D. Administer Oath of Office to Deputy Superintendents and Lieutenant
- E. Ordinance #2017-06 (**Introduction**) – Approving a Three-Year Lease for the Philadelphia Area Independent School Business Officers Association (PAISBOA) For a Portion of the Radnor Township Municipal Building, Consisting of Approximately 2,730 Square Feet
- F. Resolution #2017-66 - Re-Establishing a Stormwater Management Advisory Committee (SWMAC)
- G. Resolution #2017-65 - Establishing a Policy for Televising or Taping Public Meetings Within the Radnor Township Municipal Building

PUBLIC WORKS & ENGINEERING

- H. Presentation & Update by T&M Associates for the Banbury Way Stormwater Management Project (A Recommendation from the SWMAC is Included in the Packet)

FINANCE & AUDIT

PARKS & RECREATION

COMMUNITY DEVELOPMENT

LIBRARY

PUBLIC HEALTH

PUBLIC SAFETY

Old Business

New Business

- Discussion and Possible Motion - Pennsylvania Department of Community and Economic Development (DCED) Grant Application; Eagle Rd.-N. Wayne Ave. Sidewalk and Authorization for Gilmore and Associates to complete the Grant Application with the Pennsylvania Department of Community and Economic Development (DCED) Grant Application; Eagle Rd.-N. Wayne Ave. Sidewalk (**Requested by Commissioner Higgins**)
- Discussion and Possible Motion Authorizing Gilmore and Associates to complete a Pennsylvania Department of Community and Economic Development (DCED) Grant Application for ADA Curb Ramps, Sidewalk Replacement, and Curb Replacement on the South Side of Lancaster Avenue, from Garrett Avenue to Barley Cone Lane and Eagle Rd.-N. Wayne Ave. Sidewalk (**Requested by Commissioner Higgins, Commissioner Ahr and Township Manager**)

Public Participation

Adjournment

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
April 24, 2017

The table below summarizes the amount of disbursements made since the last public meeting held on March 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>

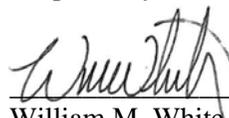
Fund (Fund Number)	2017-3D March 24, 2017	2017-3E March 31, 2017	2017-4A April 7, 2017	2017-4B April 13, 2017	Total
General Fund (01)	\$510,954.77	\$337,905.33	\$16,882.99	\$164,053.03	\$1,029,796.12
Sewer Fund (02)	11,857.68	19,621.00	660.10	2,077.31	34,216.09
Capital Improvement Fund (05)	41,011.64	5,354.64	41.41	4,000.00	50,407.69
Police Pension Fund (07)	0.00	448.00	4,340.06	0.00	4,788.06
OPEB Fund (08)	128,343.71	0.00	742.94	0.00	129,086.65
Escrow Fund (10)	0.00	0.00	10,414.69	1,200.00	11,614.69
Civilian Pension Fund (11)	0.00	448.00	3,867.91	0.00	4,315.91
Investigation Fund (12)	0.00	287.00	299.80	0.00	586.80
Grants Fund (16)	0.00	0.00	0.00	48.99	48.99
Police K-9 Fund (17)	1,036.98	248.00	0.00	0.00	1,284.98
\$8 Million Settlement Fund (18)	0.00	0.00	4,037.50	0.00	4,037.50
The Willows Fund (23)	481.39	302.30	46.70	0.00	830.39
Library Improvement Fund (500)	0.00	546,773.78	41,833.08	0.00	588,606.86
Total Accounts Payable Disbursements	\$693,686.17	\$911,388.05	\$83,167.18	\$171,379.33	\$1,859,620.73
<i>Electronic Disbursements</i>	n/a	n/a	n/a	n/a	\$1,859,097.63
Grand Total	\$693,686.17	\$911,388.05	\$83,167.18	\$171,379.33	\$3,718,718.36

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 May 8, 2017

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	5/10/2017	4/17 Credit Card Revenue Processing Fees	\$5,000.00 *
Credit Card Revenue Fees - Actual	01-Variou	4/10/2017	3/17 Credit Card Revenue Processing Fees	\$4,861.13
Debt Payment	Various Funds	5/1/2017	US Bank GOB 2015	\$47,993.75
Debt Payment	Various Funds	5/1/2017	US Bank GOB 2014	\$161,755.00
Debt Payment	Various Funds	5/1/2017	US Bank GOB 2012	\$310,388.75
Payroll [Pension] Transaction - Estimated	07-492-4980	4/1/2017	4/17 Police Pension Payments	\$186,839.03
Payroll [Pension] Transaction - Estimated	11-495-4980	4/1/2017	4/17 Civilian Pension Payments	\$136,259.97
Payroll [Bi-Weekly] Transaction - Estimated	01-various	4/20/2017	Salaries and Payroll Taxes - General Fund	\$485,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	4/20/2017	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	4/20/2017	Salaries and Payroll Taxes - K-9 Fund	\$500.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	5/4/2017	Salaries and Payroll Taxes - General Fund	\$485,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	5/4/2017	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	5/4/2017	Salaries and Payroll Taxes - K-9 Fund	\$500.00
Period Total				\$1,859,097.63

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	4/6/2017	Salaries and Payroll Taxes - General Fund	\$435,300.76
\$17,500.00	4/6/2017	Salaries and Payroll Taxes - Sewer Fund	\$14,664.22
\$500.00	4/6/2017	Salaries and Payroll Taxes - K-9 Fund	\$271.28
\$503,000.00			\$450,236.26
\$345,000.00	4/1/2017	Longevity - General Fund	\$342,564.58 *
\$13,000.00	4/1/2017	Longevity - Sewer Fund	\$12,565.98 *
\$358,000.00			\$355,130.56

*Flex Claims are withdrawn from our account twice per month at the discretion of the Administrator. Since these monies are actually withdrawn from employee paychecks and not Twp monies, those transactions are not included on this schedule

\$186,839.03	4/1/2017	Police Pension Payroll	\$186,839.03
\$22,200.00	4/1/2017	Annual Police Retiree Bonus Payment	\$22,200.00
\$137,857.97	4/1/2017	Civilian Pension Payroll	\$136,259.97
\$346,897.00			\$345,299.00

Interoffice Memorandum

TO: BOARD OF COMMISSIONERS
FROM: KEVIN KOCHANSKI, DIRECTOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
SUBJECT: MARCH MONTHLY REPORT
DATE: APRIL 5, 2017
CC: ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



**Community Development
Department**

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

- Building Permit Fee Revenue totaled \$61,870.00 with 75 permits issued
 - Electric Permit Fee Revenue totaled \$15,706.00 with 51 permits issued
 - Mechanical Permit Fee Revenue totaled \$7,195.00 with 15 permits issued
 - Plumbing Permit Fee Revenue totaled \$6,466.00 with 41 permits issued
 - Zoning Permit Fee Revenue totaled \$825.00 with 11 permits issued
 - Design Review Board Application Fee Revenue totaled \$720.00 with 4 applications received
 - Historic and Architectural Review Board Revenue totaled \$150.00 with 3 applications received
 - Zoning Hearing Board Revenue totaled \$550.00 with 1 application received
-
- Permit and application revenue for March 2017: \$ 93,482.00
 - Permit and application revenue year to date: \$1,719,435.00
-
- Permits and applications for March 2017: 201
 - Permits and applications year to date: 612
-
- Inspections conducted for March 2017: 895
 - Inspections conducted year to date: 1,949



RECREATION & COMMUNITY PROGRAMMING DEPARTMENT MARCH 2017 REPORT

Programs/Excursions/Community Events

Programs/Excursions

- After School Chess at Ithan Elementary School (29 participants)
- After School Science at Ithan Elementary School (Advanced Program/10 participants; Traditional Program/22 participants)
- Gryphon Volleyball (27 participants)
- Men's Pickup Basketball (27 participants)
- Hoops Clinic with Jump Start Sports (104 participants)
- Little Hoop Stars with Jump Start Sports (Winter Session - 140 participants)
- Little Hoop Stars with Jump Start Sports (Spring Session - 33 participants)
- Youth Wrestling Clinic (12 participants)
- Radnor Champions Challenger Basketball – NEW (13 participants)
- Winter Junior/Adult Tennis Winter at Radnor Racquet Club (43 participants)
- WCSA Junior Soccer at Radnor Activity Center (Winter Session - 22 participants/2 sessions)
- WCSA Junior Soccer at Warren Filipone Park (Spring Session - 27 participants)
- Spring Break Camp with Jump Start Sports at Radnor Activity Center (35 participants)
- Spring Break Soccer Camp with WCSA at Radnor Memorial Park (10 participants)
- Soccer Shots at Dittmar Park (Spring Session - 79 participants)
- Spring Tee-ball with Jump Start Sports at Bo Connor Park (118 participants)
- LL Bean/Radnor Conservancy Trail Hike at the Willows – (20 participants)
- Radnor Steps Community Walking Program along the Trail – (participation varies each week)
- Radnor Day Camp at location to-be-determined (registration currently at 167 participants)

PRPS Discount Ticket Program

- Regal Movie Discount Ticket Program (62 sold to date 2017)
- PRPS Ski Destination Sales (65 sold to date 2017)

Community Events:

- Chester Valley Sportsman's Association Youth Trout Derby (registration closed with 60 participants per session)
- Wheels of Wayne Car Show (38 participants/cars)

Additional Programming Activity:

- Prepared season-end financial reporting and evaluation of seasonal programming, discount ticket program, community events, and projects.
- Met with spring/summer programming and event vendors/instructors, developed program details, contractual agreements, and coordinated facility schedules.
- Distributed Winter & Spring 2017 Recreation Activities Brochure; developed Summer 2017 Recreation Activities Brochure and information for Summer/Spring 2017 Township Newsletter.
- Coordinated with Radnor Youth Basketball League leaders regarding facility usage schedules, logistics, and cleanliness at the RAC; coordinated usage for championship games at Villanova University Pavilion; coordinated Department-led basketball programs - Little Hoops Stars (preschool ages), Hoops Clinic (grades 1 & 2), and Challenger Basketball Program (grades K to 12) – worked closely with Radnor Committee for Special Education Leaders, program staff and volunteers, disseminated communications, and coordinated facility schedules.
- Coordinated Radnor Day Camp 2017 registration, marketing, program structure, trip and special event schedules, facility usage, and the hiring and coordination of staff; this year's program will be for school-aged participants only (those who have completed Kindergarten and above) due to child care licensing requirements we have learned about under the Pennsylvania Department of Human Services – I have continued to meet with members of the PA Recreation and Parks Society to structure an operating protocol that address the concerns of DHS under which public recreation providers would operate for their future consideration.

- Met with online/application-based company Campminder to discuss prospect of integrating Radnor Day Camp transportation/bussing assignments, camper group assignments, access to a library of best camp-practices and programming for staff, family dashboard, and more.
- Coordinated with Recreation/Public Works/Police/Fire Departments to prepare for upcoming events including Spring Eggstravaganza, Arbor Day, Bike Rodeo, and Wheels of Wayne; discussed logistics and set up, activities and entertainment, staffing, registration, promotions, and supplies relative to each event.
- Worked through the implementation process of mobile vehicle judging for Wheels of Wayne.
- Worked with community member to develop details for new Wiffleball Classic Event for children with special needs to benefit Special Olympics.
- Worked with Christ Church Ithan and Radnor Police Department to develop summer reading program.
- Met with representatives of the Saturday Club to discuss partnership ideas.
- Continued sponsorship development by working with local businesses and organizations for current events and programs; conducted meetings with potential and current sponsors; continued soliciting sponsorship proceeds for 2017 for events and programs.
- Continued event and programming collaboration development with the Radnor Boy Scouts, Villanova University, Wayne Senior Center, the Wayne Business Association; the American Lung Association, Radnor Hotel, Radnor Conservancy, the Saturday Club, Christ Church Ithan and with other prospective businesses and organizations within the community.

Administrative

- Processed daily phone and email communications in order to provide information on community sports, recreational activities, and events; coordinated registrations for programs; prepared purchase orders/invoices, deposited income; prepared program financial reports that include participation reconciliation, instructor payments, and performance analyses; distributed program evaluations to participants; coordinated locations and logistics for programming, scheduled facility reservations/submitted applications, maintained Outlook event calendars, met with instructors and vendors to develop program agreements and process background checks; continued utilization of PEN (Programmer's Exchange Network) listserv to obtain and share information to evaluate operations; updated all Department areas of the Township website and social media page and distributed seasonal e-newsletters; filmed monthly segment for the *Radnor 411* television show and prepared slides for the Radnor Cable Channel; coordinated marketing efforts; managed inventories and distributed supplies to programs; worked with Township solicitor on various pieces of Department legislation and matters
- Monitored Department budgetary line items and developed year-to-date performance analyses for all program and service areas.
- Continued to work with Program Supervisor and Program Coordinator on daily planning, programming, events, operations, and development of the Department's projects for 2017.
- Continued working at the direction of the Finance Department on an Enterprise Resource Planning Project that will integrate each department's financial management system along with enabling online registration for recreation programming.
- Conducted interviews for Department Recreation Assistant position (Anna Carey is currently serving in the role on a part-time capacity through May).
- Attended monthly Board of Commissioners Meetings; attended and prepared reports for monthly Parks Board Meeting.
- Attended monthly Health Board Meeting and presented Recreational Programming and Project update for spring and summer.
- Attended weekly staff meetings and storm preparation meeting with Township Manager and Department Directors/Supervisors.
- Attended meetings with Commissioner candidates.
- Attended monthly Wayne Senior Center Board Meeting.
- Attended monthly Sports Legends of Delaware County Museum Board Meeting.
- Attended Philadelphia Social Career Fair at Villanova University.

Parks & Facilities Usage

- **Athletic Fields:** Coordinated field scheduling and light schedules for spring 2017 with the community sports organizations, local schools, and programs - primary spring users are Radnor Wayne Little League; Radnor Boys/Girls Lacrosse; Radnor Soccer Club; St. Katharine of Siena School; Agnes Irwin School; and various other schools and organizations for rentals.
- **Park Areas:** Continued taking reservations for the 2017 season – rentals were as follows:
 - Bo Connor (0 rentals)
 - Clem Macrone Park (0 rentals)
 - Cowan (1 rentals)
 - Dittmar Park (0 rentals)
 - Fenimore Woods (4 rentals)
 - Friends of Radnor Trails Park (0 rentals)
 - Odorisio Park (0 rentals)
 - Willows Park (7 rentals)
- **Radnor Activity Center:** 16 rentals took place in March – the majority were for multiple days; coordinated busy late winter/spring schedule of seasonal programming for Radnor Youth Basketball, Futsal, Men’s Basketball, Men’s Soccer, Boys Lacrosse, and Department seasonal programming; met with a prospective group to renovate the unused portions of the building for crew training; worked to have various door locks replaced.

Parks & Facilities Meetings/Projects

- **Eagle Scout Projects:** Coordinated two prospective scout projects – 1) Kiosk Replacement at the Willows/Skunk Hollow Garden; Orienteering Course Markers at the Willows.
- **Park Signage Replacement:**
 - Saw Mill Park sign has been put on hold as we evaluate the park traffic flow and logistics.
 - Unkefer Park sign/Township gateway entry sign almost complete.
 - Clem Macrone Park, Fenimore Woods, Ithan Valley Park sign development is underway.
 - Radnor Skatepark Informational signage development is underway.
 - Park Informational Signage relative to dogs/pets – installation underway.
- **Bleacher Replacement Project:** Replacement installation project continued at Encke Park, Odorisio Park, Warren Filipone Park, and Clem Macrone Park - utilizes mix of 2017 Parks Capital Funding and bond proceeds per Ordinance 2015-16.
- **Batting Cages/Emlen Tunnell:** Worked with RWLL to redevelop batting cage area and convert them to temporary cage set ups.
- **Park and Trail Improvements** – a bond ordinance was voted at the October 26, 2015 Board of Commissioners Meeting for the following parks and trails (\$5.75M - \$4.3M Parks/\$1.45M Trails); met with staff and continued working towards completion of the various park projects outlined –

Bo Connor Park
Cappelli Golf Range
Clem Macrone Park
Emlen Tunnel Park
Encke Park
Fenimore Woods
Ithan Valley Park
Petrie Park
Radnor Trail
Skunk Hollow
Warren Filipone Park
Ardrossan Trail
West Wayne Segment (8A-E, 1C, 1D)
Marth Brown Segment
Villanova – Chew Segment (16A, 9C, ½) - omitted
Radnor Station to Harford Park (9F)

- **Clem Macrone Park Master Planning:** Comprehensive park renovation project underway since mid-November with anticipated completion summer 2017; project utilizes funding from several sources including grants, capital, and bond proceeds per Ordinance 2015-16.
- **Encke Park:** New locks are being evaluated on the bathroom doors (and at all Township parks); fencing improvements at both ballfields/bleacher replacement underway - these projects utilize funding part of the bond proceeds per Ordinance 2015-16.
- **Fenimore Woods Rehabilitation Project:** Comprehensive park renovation project planning underway; park outbound site and topographical surveys have been prepared; preliminary/conceptual park improvement plan #2 was reviewed with the Parks Board in March, preliminary review of this plan occurred with Township traffic engineer; working to further identify the improvement details and corresponding budget.
- **Radnor Skatepark Improvements:** 2015 improvements to the skatepark entailed replacement and upgrades to structures along with resurfacing by utilizing funds received as part of the Township Building cell tower contract renegotiation. Due to a lack of adherence of the top color coating to the surface, the asphalt was milled and redone – this process was completed and the skatepark reopened in mid-June 2016 - subsequent to the recent process, surface delamination has occurred once again and the park was closed due to safety concerns in early August; after park structure modification and movement, the park reopened in mid-August; staff and council are pursuing a bond claim for the deficiencies that have occurred with a goal to repair the park commensurate to the expectations of the original scope of work.
- **Veterans Park Planning:** (formerly St. Davids Community Park) – a planning project is underway to honor Veterans, educate visitors, and improve various features of the site with the conceptual plan prepared by Simone Collins Landscape Architecture; fundraising is underway by the Township Manager for the project.
- **The Willows:** There is continued evaluation by the Board of Commissioners to find a viable use for the Mansion that will allow for its continued public use, public usage of the park with minimal impacts, building improvements to ensure code compliance consistent with intended use, and building updates. At the 1/23 BOC Meeting, the Board voted to authorize staff to obtain a business plan to determine feasibility of building renovations and ongoing operability for public use. The Board will continue its review and discussions into 2017.

Respectfully Submitted,



Tammy S. Cohen
Director of Recreation & Community Programming

RADNOR TOWNSHIP POLICE DEPARTMENT

Monthly Report



March 2017

**William A. Colarulo
Police Superintendent**



RADNOR TOWNSHIP POLICE DEPARTMENT

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

**WILLIAM A. COLARULO
POLICE SUPERINTENDENT**

Executive Summary

March 2017

The Radnor Police Department responded to 2,193 calls for service for the month of March 2017. Officers issued 550 traffic citations for motor vehicle violations. 50 non-traffic citations were issued for various summary offenses such as Disorderly Conduct, Underage Drinking and Public Drunkenness. A total of 996 parking tickets were issued for expired meter violations. Radnor Police Officers made 17 misdemeanor/felony arrests during March 2017.

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

Accidents	Mar-17	YTD 2017	Mar-16	YTD 2016	YTD from 17 to 16
Accidents - Fatal	0	0	1	1	-1
Accidents - Reportable- With Injuries	7	17	5	13	4
Accidents - Reportable - No Injuries	12	32	19	44	-12
Accidents - Non Reportable	49	127	53	139	-12
Accidents - Hit & Run	4	23	7	30	-7
Accidents - No Report	12	29	11	26	3
Pedestrian Accidents - With Injuries	0	0	0	0	0
Pedestrian Accidents - Fatal	0	0	0	0	0
Total Accidents	84	228	96	253	-25
Violations					
Arrests - Felony & Misdemeanor	17	56	18	40	16
Traffic Violations	550	1891	471	1150	741
Non-Traffic Violations	50	175	40	124	51
Parking Meter Violations	996	2914	1579	4842	-1928
Abandoned Vehicles	1	4	2	4	0
Total Violations	1614	5040	2110	6160	-1120
Complaints					
Complaints	1593	4620	1411	4138	482
Unlocked Businesses	19	53	6	21	32
Alarms	124	311	151	405	-94
Animal Complaints	12	28	12	49	-21
Total Complaints	1748	5012	1580	4613	399

PATROL HIGHLIGHTS



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

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

March 2017

On March 2nd, a resident of Browns Lane reported his vehicle was stolen sometime overnight. Officers arrived and made contact with the resident who said his vehicle was missing from his garage. The vehicle was parked the previous evening but the next day the car was missing from his garage. Police checked the other homes on the street and their vehicles appeared to be in order. He was given a statement to fill out and the vehicle was entered NCIC as stolen.

On March 3rd, OEO Gallagher reported being flagged down by a female at the Radnor Trail who advised him that an unknown male was walking westbound on the trail wearing a ski mask, ski goggles and carrying a music box. Officer reported contacting a male fitting the description who stated he was out for a walk and due to the cold weather, he was dressed appropriately. He was cleared without incident.

On March 4th, a resident of Fitzwilliams Road came to the Police Station to report fraud. She advised on 2/27/17 she applied for a loan online and she was contacted by a salesman who told her she was approved for the loan. He told her he would need two deposits to him from a third party, i.e., Apple iTunes gift cards to verify that her PNC account was active. She purchased \$2,494 worth of iTunes gift cards and sent them to him via email. On 3/2/17, she was alerted by her bank that it was a scam. No money was taken from her account. She did close the account. Officer reported trying to attempt the salesman at the number with negative results.

On March 5th, a resident reported a suspicious person in the 200 block of Bryn Mawr Avenue. The resident stated a w/m was walking around the parking lot pulling on car door handles. A police check of the area resulted in negative results.

On March 6th, Del Com reported a resident on from Black Friar Road. Officer made contact with the homeowner who stated that sometime between 2/10/17, someone moved two window screens in an attempt to enter the residence. Officer did not observe any printable material on the screens and there was no entry made to the residence. The complainant requested documentation.

On March 7th, a resident of Wentworth Lane reported a suspicious person. Officer made contact with the resident who stated that prior to police arrival, she saw an unknown male standing on her porch. Officer reported police searched the area with negative results.

On March 9th, based on a previous incident, Officer made a traffic stop on a vehicle bearing Pennsylvania tags. Officer explained the reason for the stop was that he was conducting an investigation. Officer immediately returned the drivers information, provided a written warning notice.

On March 10th, residents reported making contact with residents regarding a dog bite on Gulph Creek Road. The resident stated that she was jogging in Harford Park when a dog came towards her and began to bark and bit her on her right side. Officer responded to the residence and contacted the owner who was advised of the

incident and was given paperwork that needed to be filled out within 24 hours by a veterinarian in regards to the dog bite.

On March 13th, Del Com reported a suspicious condition on Parks Run Lane. While enroute, the vehicle was occupied by a w/m Del Com advised an ADT van was in the driveway to perform service.

On March 14th, a resident of Oak Lane reported a w/m on her property looking for an address on Oak Lane. The male was possibly intoxicated. Police responded and searched with negative results.

On March 16th, a resident of Barclay Road reported criminal mischief to his vehicle. Office met with the resident who said that someone had smashed the rear window of his vehicle but nothing was missing from the vehicle.

On March 17th, Officer observed an open garage door on Harrison Road. A neighbor checked the garage area and nothing seemed to be disturbed. Officers spoke with the homeowner and informed her of the garage being opened.

On March 18th, Del Com reported a possible burglary on Highland Court. Officer made contact with the resident who said he heard a loud bang and walked downstairs and checked his apartment. He said there was no forced entry into the apartment but the inside lock was damaged. The resident did not know if anything was missing.

On March 19th, a resident of Woodland Court stated that her iPad and cushion were stolen from her kitchen table. She last used her iPad on 3/16/17. The Officer examined the rear doors and there was no sign of forced entry. Officer advised the resident to contact her bank and credit card companies. She completed a property report.

On March 20th, a resident of Cricket Lane reported a dog running loose. Officer located the dog in the roadway. The dog fled upon approach but did have a collar and tags. OEO responded, secured the dog, and went to the residence but no one was home. The dog was secured to a leash located on a pole on the property. Officer will be attempting to follow-up and will be mailing a citation.

On March 21st, a resident of Home Properties reported vandalism to her vehicle. Upon arrival, Officer made contact with the resident who said the night before the snowstorm on 2/14/17 and again on 3/20/17 she noticed that both of her driver side tires were flat. She was provided an incident card.

On March 22nd, Del Com reported a 911 hang up from Chalous Drive. Officer made contact with the resident who advised of a suspicious vehicle that just left the area. She said she awoke to voices outside of her home and saw someone near her trunk which was parked on the street. Officer reported the complainant could not provide any description of the vehicle and the area was checked with negative results.

On March 23rd, an anonymous caller from Bailey Road stated that her neighbor was sitting inside her vehicle outside of his residence while men were taking pipes out of the residence. Officer made contact with the resident who said he was having plumbing work done to his house and was sitting in his vehicle because workers were in his residence.

On March 24th, a resident of Pine Tree Road reported a stolen vehicle from his home. Officer made contact with the resident who advised the keys were in the vehicle and the vehicle was unlocked. He did not hear anything suspicious overnight. Officer entered the vehicle into NCIC.

On March 25th, a passerby reported a w/f on the shoulder of the road near East Lancaster Avenue. Officer spoke to the female who said she missed her bus and was waiting for the next one. Officer provided a courtesy transport to the nearest bus stop.

On March 26th, a resident of Meadowbrook Avenue reported an unsecured door in the rear of her home. Officers arrived and spoke to the resident, checked the door which appeared to be opened by the wind.

On March 28th, VFMA security requested police document the theft of a cadet's Pennsylvania Driver's License. Police spoke to the cadet whose license was taken from his room. No other items were missing from his room/wallet.

On March 29th, a resident of Sproul Road came to the Police Station to report several unwanted birds on her property. There have been numerous incidents involving the birds leaving their property resulting in noise and unsanitary conditions. As a result of the ongoing problem, the bird owner was given a citation for unnecessary noise.

On March 30th, Officer observed VUPD vehicles with emergency lights on, near the R5 train station on Villanova's campus. Officer reported VUPD was assisting VEMS with an intoxicated subject on a bus.

Calls for Service - by UCR Code

Incidents Reported Between 03/01/2017 and 03/31/2017

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0490	ASSAULT - REPORTS	1			
0613	THEFT-\$200 & OVER-RETAIL THEFT	3			
0614	THEFT-\$200 & OVER-FROM AUTO (EXCPT 0615)	1			
0616	THEFT-\$200 & OVER-BICYCLES	1			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	4			
0619	THEFT-\$200 & OVER-ALL OTHER	1			
0622	THEFT-\$50 TO \$200-PURSE SNATCHING	1			
0623	THEFT-\$50 TO \$200-RETAIL THEFT	1			
0624	THEFT-\$50 TO \$200-FROM AUTO (EXCPT 0625)	3			
0637	THEFT - UNDER \$50 - FROM BUILDINGS	1			
0713	M.V. THEFT - AUTOS - DRIVEWAY	2			
0790	M.V. THEFT - REPORTS (ATTEMPTED THEFTS)	1			
0810	SIMPLE PHYSICAL ASSAULTS	2			
1100	FRAUD	6			
1130	FRAUD - ALL OTHERS (FLIM-FLAM, ETC.)	3			
1150	FRAUD - CREDIT CARDS	1			
1191	FRAUD - REPORTS	6			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	4	1		
1810	DRUG VIOLATIONS	1			
1812	NARCOTICS-SALE-MARIJUANA, HASHISH, ETC.	1			
1832	NARCOTICS-POSSESSION-MARIJUANA, ETC.	9	1	1	
2110	DRIVING UNDER THE INFLUENCE-LIQUOR/DRUGS	3			
2112	DRIVE UNDER INFLUENCE-ALCOHOL-IMPAIRED	2			
2122	DRIVE UNDER INFLUENCE - DRUGS-IMPAIRED	2			
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSMP,POSSES	3	1		
2290	LIQUOR LAWS - REPORTS	0	1		
2300	PUBLIC DRUNKENESS	2			
2400	DISORDERLY CONDUCT	1			
2410	HARASSMENT BY COMMUNICATION	1			
2420	DISORDERLY CONDUCT-PUBLIC PLACES	1			
2450	HARASSMENT	5			
2500	LOITERING/PROWLING (AT NIGHT)	1			
2632	ALL OTHER OFFENSES - LITTERING	1			
2640	ALL OTHER ORDINANCE VIOLATIONS	14	1		
2647	ALL OTHERS - PROTECTIVE ORDERS	2			
2660	TRESPASSING OF REAL PROPERTY	3			
2662	ALL OTHERS - VIOLATION PAROLE/PROBATION	1			
2900	JUVENILE RUNAWAYS	8			
2910	LOST/MISSING PROPERTY	2			
3000	LOST/RECOVERED PROPERTY	2			
3200	CHECK ON WELFARE	5			
3300	CIVIL DISPUTES	9			
3400	DEATH INVESTIGATION - NATURAL CAUSES	1			
3500	DISTURBANCE - DISORDERLY PERSONS	6			
3501	DISTURBANCE-COMPLAINT OF NOISE,MUSIC,ETC	10			
3520	DOMESTIC PROBLEM (NO ARREST)	14			
3610	DISTURBANCES-JUVENILE	3			
3620	DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	3			

Calls for Service - by UCR Code

Incidents Reported Between 03/01/2017 and 03/31/2017

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3650	PECO-ENEGY NOTIFICATION/POWER OUTAGES	4			
3700	FIRE - RESIDENTIAL	4			
3702	FIRE-VEHICLE	1			
3703	FIRE-ALL OTHERS	13			
3850	HAZARDOUS CONDITIONS	1			
3900	GAS LEAKS (NATURAL GAS)	4			
4000	JUVENILE PROBLEMS (NO ARREST)	8			
4016	NON-CRIMINAL - PEDESTRIAN CONTACTS	1			
4018	NON-CRIMINAL-ST. LIGHT OUT, ST. REPAIRS.	3			
4200	MISSING PERSONS(EXCEPT JUVENILES)	2			
4300	MENTAL HEALTH-EMERG.302/SUICIDE ATTEMPTS	2			
4301	MENTAL HEALTH-ALL OTHERS	3			
4500	OPEN DOORS/WINDOWS	19			
4600	ORDINANCE VIOL.-EXCEPT BURNING/SOLICIT	19			
4650	POLICE INFORMATION	50			
4655	CID/DTF INVESTIGATION	1	2		
4660	911 HANG UP CALL	17			
4700	ADDED PATROL-REQUEST FOR	54	1		
4701	ADDED PATROL - BUSINESS CHECKS	132	2		
4702	ADDED PATROL - SCHOOL CHECKS	73			
4801	SOLICITING-COMPLAINTS	1			
4900	SUSPICIOUS PERSON	22	1		
4901	SUSPICIOUS CIRCUMSTANCE	29			
4902	SUSPICIOUS VEHICLES	19	1		
5000	TELEPHONE CALLS-HARASSING/SUSPICIOUS	6			
5002	LOST & FOUND - FOUND ANIMAL	1			
5004	LOST & FOUND - FOUND ARTICLES	1			
5005	FOUND BICYCLES	1			
5006	LOST & FOUND - LOST ANIMAL	1			
5008	LOST & FOUND - LOST ARTICLES	1			
5012	LOST & FOUND - MISSING JUVENILE MALE	1			
5014	LOST & FOUND - MISSING ADULT FEMALES	1			
5100	TRAFFIC SIGNALS-DAMAGED/NEED REPAIR	7			
5200	TRAFFIC HAZARD-POTHoles/OBSTRUCTIONS/ICE	6			
5300	TREES DOWN AND/OR BLOCKING ROADWAY,ETC	4			
5400	VEHICLES-ABANDONED	4			
5401	VEHICLES-ASSIST MOTORIST(INCL LOCKOUTS)	25			
5402	VEHICLES-DISABLED	29			
5403	VEHICLES-MV VIOLATIONS & MVV COMPLAINTS	46	2		
5404	VEHICLES-PARKING COMPLAINTS	29			
5405	VEHICLES-TOWED	9	3		
5406	VEHICLES-REGISTRATION/LOST OR STOLEN	1			
5501	WIRES DOWN - NO HAZARD	8			
5502	ANIMAL COMPLAINTS - BARKING DOGS	1			
5504	ANIMAL COMPLAINTS - DOG BITES	2			
5506	ANIMAL COMPLAINTS - STRAY ANIMALS	3			
5510	ANIMAL COMPLAINTS - OTHER	7	1		
5600	WARRANT-ARREST (ISSUED OUTSIDE RADNOR)	2			

Calls for Service - by UCR Code

Incidents Reported Between 03/01/2017 and 03/31/2017

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
6001	ACCIDENT - WITH INJURIES	7			
6002	ACCIDENT - NO INJURIES (REPORTABLE)	12	1		
6003	ACCIDENT - NON REPORTABLE	49			
6004	ACCIDENT - HIT & RUN	4			
6005	ACCIDENT - NO REPORT DONE	12			
6606	TRAFFIC RELATED - DIRECT TRAFFIC	27			
6614	TRAFFIC RELATED - OTHER TRAFFIC	3			
7002	NOTIFICATION - COMMUNITY DEVELOPMENT	3	1		
7006	NOTIFICATION - HIGHWAY DEPT.	0	1		
7008	NOTIFICATION - SEWER DEPT.	3			
7014	PUBLIC SERVICE - OTHERS (OFFICER ASSIST)	7			
7016	FOLLOW UP INFORMATION	1			
7090	PUBLIC SERVICES - REPORTS	3			
7504	ASSIST OTHER AGENCIES - OTHER POLICE	3			
7506	ASSISTING OTHER AGENCIES - ALL OTHERS	1			
7590	ASSISTING OTHER AGENCIES - REPORTS	1			
8000	BURG/HOLDUP/PANIC ALARM - CIT ISSUED	1			
8001	BURG/HOLDUP/PANIC ALARM - NO CITATION	84			
8002	FIRE/MEDICAL ALARM - CITATION ISSUED	1			
8003	FIRE/MEDICAL ALARM - NO CITATION	30			
8004	ANY ALARM- SEVERE WEATHER- NO CITATION	9			
9000	ANIMALS - DOG COMPLAINTS	6			
9002	ANIMALS - ALL OTHER	5	1		
9005	ANIMALS - ALL INVOLVING DEER	1			
9038	K-9 ASSIST	4	2		
9039	K-9 ASSIST OTHER LAW ENFORCEMENT	1			
9040	ASSIST LOWER MERION PD	2			
9041	ASSIST HAVERFORD PD	1			
9043	ASSIST NEWTOWN PD	2			
9045	ASSIST TREDYFFRIN PD	3			
9047	ASSIST PSP	1			
9048	ASSIST DELCO CID	1			
9049	ASSIST VUPD	5	2		
9050	ASSIST SICK/INJURED	98	1		
9051	ASSIST AMBULANCE	12	1		
9052	ASSIST OTHER POLICE DEPARTMENT	4			
9055	ASSIST SICK/INJURED ALCOHOL/DRUG RELATED	2			
9060	ASSIST SICK NALOXONE APPLICATION	1			
9966	SELECTIVE ENFORCEMENT-CITATION ISSUED	201	2		
9968	SELECTIVE ENFORCEMENT-WARNING ISSUED	48			
9970	SELECTIVE ENFORCEMENT-NO ISSUANCE	98			
9972	MOTOR OFFICER ACTIVITY	0	9		
9990	ELECTRONIC ASSISTANCE	0	1		
CITN	NON-TRAFFIC CITATION	50			
CITT	TRAFFIC CITATION	550			
Total Calls		2,193			

Radnor Township Police Department
March 2017 Burglary Report

<i>Time of Day</i>	Res-Forced	Res-No Force	Res-Attempt	Non Res-Forced	Non Res-No Force	Non Res-Attempt
Day (6 AM to 6 PM)	0	0	0	0	0	0
Night (6 PM to 6 AM)	0	0	0	0	0	0
Time Unknown	0	0	0	0	0	0
Total Burgs - 3/17	0	0	0	0	0	0
Total Burgs - YTD	0	0	0	0	0	0
Burglaries by Area						
Patrol Area	District	Burgs 3/17	Burgs YTD 17			
Northeast Beat	1	0	0			
Northwest Beat	2	0	5			
Southwest Beat	3	0	0			
Southeast Beat	4	0	0			
Villanova University	7	0	0			
Total Burglaries		0	5			

Radnor Township Police Department
March 2017 Crime Report

CLASS 1 Offenses							
Offense	Inc 3/17	Inc YTD 17	Clr'd 3/17	Clr'd YTD 17	Inc YTD 16	Clr'd YTD 16	Inc YTD 17 to 16
Criminal Homicide	0	0	0	0	0	0	0
Forcible Rape	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0
Assault	2	16	0	7	13	10	3
Burglary	0	5	1	1	12	0	-7
Larceny	16	57	2	3	53	1	4
Auto Theft	2	5	0	0	1	0	4
Arson	0	0	0	0	0	0	0
Total Class 1 Off.	20	83	3	11	79	11	4
CLASS 2 Offenses							
Vandalism	4	23	0	0	22	0	1
Illegal Drugs	11	26	8	21	18	10	8
DUI	7	15	4	9	10	10	5
Disorderly Conduct	8	31	4	7	23	9	8
Fraud Related	16	38	1	1	43	0	-5
Underage Drinking	3	7	0	5	8	4	-1
All Other Class 2	19	50	6	13	26	16	24
Total Class 2 Off.	68	190	23	56	150	49	40
Grand Total	88	273	26	67	229	60	44

Radnor Township Police Department
March 2017 Property Stolen Recovered Report

Type of Property	Mar-17 Stolen	2017 YTD Stolen	Mar-17 Recovered	2017 YTD Recovered
Currency, Notes, Stocks Etc.	\$645.00	\$5,822.00	\$0.00	\$0.00
Clothing & Furs	\$6,499.00	\$13,854.00	\$0.00	\$0.00
Locally Stolen Motor Vehicles	\$70,000.00	\$235,000.00	\$100,000.00	\$100,000.00
Office Equipment	\$3,760.00	\$6,329.00	\$0.00	\$0.00
Televisions, Radios, Cameras	\$0.00	\$600.00	\$0.00	\$600.00
Firearms	\$0.00	\$0.00	\$0.00	\$0.00
Household Goods	\$125.00	\$0.00	\$125.00	\$0.00
Consumable Goods	\$0.00	\$57.00	\$0.00	\$0.00
Jewelery & Precious Metals	\$370.00	\$7,370.00	\$0.00	\$0.00
Livestock	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$3,900.00	\$13,658.00	\$0.00	\$0.00
Total Property Value	\$85,299.00	\$282,690.00	\$100,125.00	\$100,600.00

Radnor Township
Public Works Department
Monthly Report for February 2017

Building Maintenance 1 man

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

❖ Public Works Facility

- Roofing Contractor, S. Slaughter, made repairs to breakroom roof, and checked leak in highway bay roof.
- Electrician, Keith Martin, replaced 3 outside lights along back wall of trash truck parking area.
- Set Rite repaired 3 garage doors, 1 needed new lift cables where were rotted.
- Warren DeLong is scheduled for in-ground fuel tank inspection per DEP regulations.

❖ Township Building

- J.J. White removed ice build-up on rooftop unit which was making noise. Adjusted belt tension on another rooftop unit.
- Keith Martin Electrical repaired lights inoperative in roll call room, replaced 3 light units outside of generator room and installed with LED bulbs.
- Bud Hiland replaced 3 large flags in front of building, installed 25 bulbs in Radnorshire Room, and replaced bulb in upstairs lady's restroom.
- Devon Plumbing repaired leaking toilet in basement men's restroom.
- Met with 2 concrete contractors for repairs to sidewalks and curbs at building
- Checked and filled fuel in Township Building generator.

❖ Willows Mansion

- S. Slaughter, roofing contractor, repaired roof leak issues.
- Scheduled meeting with boiler inspector.
- Checked property inside and out for other issues.
- Checked outside generator. Tested and checked fluid levels.

❖ Radnor Activity Center – Sulpizio Gymnasium

- Bud Hiland reported no problems and performed all maintenance and cleaning.

❖ Wayne Senior Center

- Keith Martin Electrical replaced emergency lighting that was inoperative. Replaced batteries and install new LED lighting upgrades. Installed 2 new timers.
- Devon Plumbing cabled drain line from sink to 4" trunk line that was clogged.

Fleet 3 men

- ❖ Daily routine checkups of police vehicles – 32 vehicles
- ❖ Vehicle safety inspections for all departments – 11 vehicles
- ❖ Major Repairs
 - Unit #1 – Mount and balance 2 tires
 - Unit #71 – Replace driver door regulator and mirror assembly
 - Unit #22 – Repair coolant leak, replace rear brake pads
 - Unit # P3 – Replace front pads and rotors, 1 caliper and bleed
 - Unit #52 – Replaced up and down switch on snow plow box
 - Unit #12 – Replaced windshield wiper switch (stuck on)
 - Unit #11 – Warranty at Matthews, miss fire code, injectors
 - Unit #9 – Warranty at Matthews, O2 sensors

Radnor Township
Public Works Department
Monthly Report for March 2017

Building Maintenance 1 man

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

- ❖ Public Works Facility
 - Roofer repaired leak in highway bay roof.
 - Keith Martin Electric installed 220 v line for new tire machine.
 - Warren DeLong performed D.E.P. leak test on fuel station.
 - 300 Gallons of waste oil removed for recycling.
- ❖ Township Building
 - J.J. White ordered bearings for roof unit making noise. Started doing scheduled preventative maintenance as per contract, changed belt on rooftop unit, checked leak in roof from fire ventilation fan.
 - Keith Martin Electrical repaired light in Community Development Office; repaired 5 lights in police locker room; repaired light in HR office, ordered 10 ballasts for stock.
 - Bob Hale ordered and restocked light bulbs for Township Building.
 - Devon Plumbing repaired flush valve in woman's upstairs restroom.
 - Checked and filled fuel in Township Building generator.
- ❖ Willows Mansion
 - Commonwealth of Pennsylvania performed boiler inspection.
 - Met with prospective tenant.
 - Checked property inside and out for other issues.
 - Checked outside generator. Tested and checked fluid levels.
- ❖ Radnor Activity Center – Sulpizio Gymnasium
 - Bud Hiland reported no problems and performed all maintenance and cleaning.
- ❖ Wayne Senior Center
 - Keith Martin Electric finished up on outside lighting, installed new led bulbs, had emergency lights inside working and up to par; repaired outside lighting timers.

Fleet 3 men

- ❖ Daily routine checkups of police vehicles – 25 vehicles
- ❖ Vehicle safety inspections for all departments – 13 vehicles
- ❖ Major Repairs
 - Unit #NH-1 – Removed all tines on aerator and installed new ones
 - Unit #K9-2 – Replaced battery and checked charge system
 - Unit #77 – Removed and replaced safety light assembly on roof and sealed with silicone
 - Unit # 72 – Replaced chipper tail lights and 28 amp fuse
 - Unit #29 – Replaced 1 rear tire and checked all pressures
 - Unit #34 – Repaired 1 ½ return line on packer, replaced 4 rear tires, checked pressures
 - Unit #T-2 – Removed and replaced fuel pump
 - Unit #L-1 – Removed air conditioner compressor and order parts for repairs
 - Unit #34 – Removed and replaced corroded air tanks for brake system
 - Unit #75 – Diagnose and replaced O2 sensors
 - Unit #68 – Dump cylinder leaking, replaced hose and re-routed line, installed new fittings
 - Unit #59 – Replaced engine oil pan, headlight buckets

Unit# 34 – Installed new tailgate seal and turnbuckle

❖ Hydraulic Hose Assemblies – made 5 assemblies in house

❖ Scheduled Vehicle Maintenance

Unit #P-1	Unit #P-2
Unit #16	Unit #47
Unit #73	Unit #53
Unit #8	Unit #2
Unit #9	Unit #K9-2
Unit #12	Unit #79

❖ Repair, Service and Maintain 121 pieces of equipment and vehicles

Highway *11 men*

- Attended All Staff meetings
- Installed new traffic signs
- Repaired meters for parking authority
- Installed speed boxes for police dept.
- Cleaned inlets throughout the Township
- Delivered Barricades for various events
- Assisted Sewer Department
- Removed foliage blocking street signs
- Replaced and repaired signs as needed
- Operated the Tub Grinder at Skunk Hollow
- Met with AQUA
- Met with PECO
- Continued cleaning the inside of inlets in the middle section of the Township
- Cleaned business district
- Cleaned drainage pit along S. Aberdeen Ave
- Cleaned Storm Sewer Lines with the Sewer Department
- Filled pot hole through the Township, including State Roads
- Assisted Mobile Dredging at the Fire House
- Called Higgins Electric for Traffic Signal Concerns
- Reported Street Light outages to Higgins Electric
- Assisted with trash and recycling
- Washed All Highway Vehicles & Equipment
- Sweeper out cleaning bad spots
- Set up Radnorshire Room for Meetings
- Met with Collinson Guard Rail Co for price
- Started cleaning inlets in the middle section of the township
- Cut & reset Bridge plate on Hunt Rd.
- Assisted Clock Man with yearly maintenance
- Picked up 2 cubes of brick for inlet repair work
- Delivered more stone to Clem Macrone Park
- Installed temporary fence at Clem Macrone Park
- Hosted L-Tap class at the Radnorshire Room
- Cleaned the RAC every A.M.
- Set up Vehicles for Ice and Snow
- All hands in for snow event
- Repaired mailboxes after snow event
- Repaired snow walk-way damaged by plow
- Cleaned all non-organic materials out of Skunk Hollow
- Repaired curbs at the AT & T parking lot

Parks *11 men*

- Attended all staff meetings
- Cleaned all Park Restrooms, 3 times per week
- Checked the Radnor Bike Trail after all storms
- Repaired benches and trash cans
- Repaired all fences in the parks
- Pruned 12 trees in right of way
- Removed 7 trees in right of way
- Removed 3 tree in parks
- Removed 6 fallen trees from roads at night
- Cleared 2 tree from waterway

Unit #K9-1 – Front rotors and brakes, rear brakes, 4 tires
 Unit #11 – 2 front tires mounted and balanced, sway bar links, inspection
 Unit #105 – Transmission rebuilt and needed new case
 Unit #29 – EGR coolers replaced, installed new DPF filter
 Unit# 27 – Replaced complete engine – not completed
 Unit #81 – Had frame pulled and body work done from snow plow incident. Installed new bottom plow frame to truck

- ❖ Hydraulic Hose Assemblies – made 6 assemblies in house, 2 out of house
- ❖ Snow Equipment – repaired 6 vehicles with snow equipment problems

- ❖ Scheduled Vehicle Maintenance

Unit #89	Unit #43
Unit #88	Unit #25
Unit #38	Unit #1

- ❖ Repair, Service and Maintain 110 pieces of equipment and vehicles

Highway **11 men**

- | | |
|---|--|
| <ul style="list-style-type: none"> • Attended All Staff meetings • Installed new traffic signs • Repaired meters for parking authority • Installed speed boxes for police dept. • Cleaned inlets throughout the Township • Delivered Barricades for various events • Assisted Sewer Department • Removed foliage blocking street signs • Replaced and repaired signs as needed • Operated the Tub Grinder at Skunk Hollow • Met with AQUA (Berwind Rd) • Met with PECO (Conestoga & West Aves) • Hung TV in Township Bldg for Sports Museum • Cleaned business district • Cleaned drainage pit along S. Aberdeen Ave • Cleaned Storm Sewer Lines with the Sewer Department • Filled pot hole through the Township, including State Roads | <ul style="list-style-type: none"> • Called Higgins Electric for Traffic Signal Concerns • Reported Street Light outages to Higgins Electric • Assisted with trash and recycling • Washed All Highway Vehicles & Equipment • Sweeper out cleaning bad spots • Set up Radnorshire Room for Meetings • Completed cleaning of all inlets on north side • Started cleaning inlets in the middle section of the township • Cleaned up the pipes at Skunk Hollow • Replaced manhole on Westover • Picked up concrete castings from Knowlton Construction • Delivered stone to Clem Macrone Park • Hauled snow out of the business district • Cleaned the RAC every A.M. • Set up Vehicles for Ice and Snow • 2 Salting Events • Changed bulbs in Radnorshire Room • Installed two concrete castings with header & grates at Stone Creek Dr. • Repaired inlets at John’s Village Market and Heather Lane |
|---|--|

Parks **11 men**

TOWNSHIP OF RADNOR
Minutes of the Meeting of March 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

<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: John Osborne, Township Treasurer; Robert A. Zienkowski, Township Manager; John Rice, Township Solicitor; Joseph Rudolf, Township Labor Attorney; William Colarulo, Superintendent of Police; William White, Finance Director; Christopher Flanagan, Lieutenant of Police; Andrew Block, Lieutenant of Police; Robert Tate, Assistant Finance Director; Tammy Cohen, Director of Recreation and Community Programming; 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 March 9, 2017 and preceding the Board of Commissioners meeting of March 13, 2017

Commissioners Nagle, Schaefer, Higgins and Booker attended the March 9, 2017 Executive Session where matters of litigation were discussed. All commissioners attended the March 13, 2017 Executive Session where matters of litigation and personnel were discussed.

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 Odoriso 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 Commissioner Booker, seconded by Commissioner Clark. 7-0~~
- 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 Schaefer, seconded by Ahr 6-1 with Commissioner Booker opposed.~~
- 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

Commissioner Nagle requested Item d to be removed from the consent agenda. Commissioner Ahr requested Item j to be removed from the consent agenda. Commissioner Curley requested for items a & b to be removed from the consent agenda. Commissioner Booker requested for items h & i to be removed from the consent agenda.

Commissioner Schaefer made a motion to approve the consent agenda with the items removed above, seconded by Commissioner Clark. Motion passed 7-0.

1. Recognition of the Radnor Hotel – Daddy Daughter Dance

Tammy Cohen, Director of Recreation and Community Programming recognized and acknowledged the Radnor Hotel for their hospitality for the 6th Annual Daddy Daughter Dance. She also showed a brief slide show of the event.

2. Recognition of Community Volunteers

Ray Daly, Codes Official presented area community volunteers whom have donated in kind services to residents in need.

a) Approval of the Volunteer Banquet for all Radnor Township Boards, Commissions and First Responders

Mr. Zienkowski gave a brief description of the item above that it is to acknowledge our volunteers of our Boards, Commissions and First Responders for all their efforts. There was a brief discussion amongst the Commissioners.

Commissioner Booker moved to change the agenda item to a ratification of the Volunteer Appreciation Banquet. Motion failed for lack of a second.

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

b) Approval of Meeting Minutes from the January 23, 2017, February 13, 2017 and February 27, 2017 Board of Commissioners Meeting

Commissioner Curley made a motion to approve the above meeting minutes with the February 13, 2017 meeting minutes amended striking “CARFAC has unanimously approved” on page two in regards to CARFAC and replacing with “Chair of the CARAC recommends”, seconded by Commissioner Booker. Motion passed 6-1 with Commissioner Higgins opposed.

d) Resolution #2017-40 - Authorizing the Township Manager to engage PFM as Financial Advisor to the Township

There was a brief discussion amongst the Commissioners and staff in regards to the above resolution. Commissioner Schaefer made a motion to approve, seconded by Commissioner Ahr. Motion passed 4-3 with Commissioners Higgins, Curley and Nagle opposed.

h) Resolution #-2017-45 - Adopting the 2016 Hazard Mitigation Plan for Radnor Township

LT. Block gave a brief background on the resolution above. Commissioner Booker made a motion to approve, seconded by Commissioner Clark. Motion passed 7-0.

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

There was a brief discussion in regards to the resolution above and Commissioner Schaefer gave a background. Commissioner Schaefer made a motion to approve, seconded by Commissioner Ahr. Motion passed 6-1 with Commissioner Booker opposed.

j) Resolution #2017-50 - Award of the Contract to Testing of Valley Run to Rettew & Associates

Commissioner Ahr briefly discussed the background to the above resolution. Mr. Zienkowski briefly discussed that his recommendation would be a not to exceed \$25,000 and revisit in the spring of 2018.

Commissioner Ahr made a motion to approve resolution #2017-50 with a cost not to exceed \$25,000.00, seconded by Commissioner Higgins.

Public Comment

Dan Sherry, Wayne – He inquired why Commissioner Schaefer was not participating in the vote.

Commissioner Schaefer commented that she will recuse herself from the vote as her husband's company sells Field Hockey Equipment to the University. Commissioner Ahr called the vote, motion passed 5-1 with Commissioner Nagle opposed and Commissioner Schaefer recused.

3. Public Participation

Maya Von Rossum, Delaware Riverkeeper – She commented in regards to her concerns and pending proposal with changing the Stormwater Administrator.

Dan Sherry, Wayne – He commented in regards to his belief that there is a conflict between Commissioner Schaefer and Penn Medicine.

4. 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

Commissioner Ahr made a motion, seconded by Commissioner Nagle.

Joe Rudolf, Labor Attorney for the Township briefly noted the significant changes to the contract. There was a brief discussion amongst the Commissioners.

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

B. Resolution #2017-52 - Approval of the extension to FOP Collective Bargaining Agreement
Commissioner Ahr made a motion to approve, seconded by Commissioner Clark.

Joe Rudolf, Labor Attorney for the Township briefly noted the significant changes to the contract. There was brief discussion amongst Commissioners and staff.

Public Comment

Jared Jacobson, Attorney for RATE thanked Mr. Zienkowski and Mr. Tate for their efforts in negotiations on behalf of the members.

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

PUBLIC SAFETY

C. Discussion of Traffic Calming on Pine Tree Road

Superintendent Colarulo and Lieutenant Flanagan gave a brief recap of the current situation and background of the traffic calming on Pine Tree Road.

Public Comment

Kate Patrano, 128 Pine Tree Road – She spoke in regards to her concerns of the traffic calming that has been put in place.

Paul Bucco, 107 Pine Tree Road – He commented in regards to his concerns of the traffic calming that has been put in place.

Beverly Alexander, 590 Cricket Lane – She commented in regards to her concerns of the current traffic calming that has been put in place.

Barry Hurtubise, Pine Tree Road - He is not in support of the current traffic calming measures on Pine Tree Road.

Jim Gingrich, St. Davids – He commented also in regards to the need for changes to the traffic calming on Pine Tree Road.

Mr. Miller, Cricket Lane – He is not in support of the current traffic calming measures.

Tony Patrano, Pine Tree Road – He commented also in regards to the need for changes to the traffic calming on Pine Tree Road.

Nancy Davis, Woods Lane – She commented in regards to her concerns of the current traffic calming that has been put in place and is concerned about speed humps replacing the current measures.

After further discussion amongst the Commissioners and staff there was a recommendation from the Board for Police to obtain new speed data with the current traffic calming in place and present it back to the Board.

PUBLIC WORKS & ENGINEERING

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

Nick Caniglia representing the applicant commented that they agree with the resolution. Commissioner Higgins made a motion to approve, seconded by Commissioner Ahr. Motion passed 6-0 with Commissioner Nagle not in the room.

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

George Broseman representing the applicant commented that they agree with the resolution. There was a brief discussion amongst the Commissioners and applicant in regards to replacement of sidewalks. Commissioner Curley made a motion to approve, seconded by Commissioner Clark. Motion passed 6-0 with Commissioner Schaefer not in the room.

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

Dan Wible, CH2M made a presentation which can be found on the Township website at: <http://www.radnor.com/DocumentCenter/Home/View/15993>. There was a discussion amongst Commissioners and Mr. Wible. At the next meeting on March 27, 2017 the report and presentation will be discussed further.

Public Comment

Jim Gingrich, St. David’s – He commented in regards to his concerns with the Stormwater presentation.

Patrick Harper, W. Beechtree – He commented in regards to his concerns with the Stormwater issues in the N. Wayne area.

David Wood, Roberts Road – He commented in regards to the need of rain barrels in the N. Wayne area at the bottom of the resident’s rain spouts.

Maya Von Rossum, Delaware Riverkeeper – She commented in regards to her concerns of the Stormwater issues in Radnor Township as well as discussed the MS4.

PARKS & RECREATION

COMMUNITY DEVELOPMENT

FINANCE & AUDIT

LIBRARY

PUBLIC HEALTH

Old Business

Commissioner Nagle commented that the Board of Health has requested that they would like to become reengaged on producing an ordinance in regards to raising chickens in Radnor Township.

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

Commissioner Higgins requested the Board to endorse the above applicant as well as authorization for Kevin Kochanski to attend the Zoning Hearing Board meeting to endorse the application. The applicant briefly spoke in regards to the appeal above.

Commissioner Curley made a motion to send Kevin Kochanski to the Appeal Hearing #2979 to communicate the Townships support of the appeal, seconded by Commissioner Nagle. Motion passed 6-1 with Commissioner Booker opposed.

- Discussion of Matsonford Road Pedestrian Bridge

Commissioner Schaefer proposed to delay the above item to the next meeting.

Public Participation

Jim Gingrich, St. David's – He spoke more about the Stormwater presentation which was made earlier in the meeting.

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 March 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; John Rice, Township Solicitor; Steve Norcini, Director of Public Works; William Colarulo, Superintendent of Police; 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 preceding the Board of Commissioners meeting of March 27, 2017

All commissioners attended the March 27, 2017 executive session; where matters of personnel, real estate and litigation were discussed.

1. Consent Agenda

- a) Disbursement Review and Approval: 2017-03B, 2017-03C
- b) Acceptance of Department Monthly Reports
- c) Staff Traffic Committee Meeting Minutes – March 15, 2017
- d) Resolution #2017-57 - Emergency Repairs to Solid Waste Packer #29
- e) ~~121 Poplar Avenue GP#17-024 – Requesting a waiver from §245-22 the Stormwater Management Requirements for Groundwater Discharge~~
- f) Authorization to Enforce Settlement Agreement re: 712 Brook Street
- g) ~~Motion to endorse a Letter of Support for STEM education program at The Academy of Notre Dame – RACP application~~
- h) Motion to Reject All Proposals for the Stormwater Project Administrator
- i) ~~Resolution #2017-58 – Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program (DCNR C2P2) for the Radnor Trail Extension Project~~

Commissioner Schaefer requested item h be removed from the Consent Agenda and Commissioner Booker requested items g & i be removed. Also, a resident requested for item e to be removed.

Commissioner Clark made a motion to approve the consent agenda minus items e, g, h & i, seconded by Commissioner Ahr. Motion passed 7-0.

2. Radnor Township Police Department Citations

Superintendent Colarulo thanked the community for the appreciation shown for the Officers and thanked the Township Manager as well as the Board of Commissioners for acknowledging the Police Officers on an ongoing basis. Superintendent Colarulo along with Lieutenants Block and Flanagan recognized Officers Alexander, Cieslinski, Greaves, Heneks, Lunger and Ryan for excellent Police work on February 25, 2017.

Members of the Race for Peace Committee presented Superintendent Colarulo with a certificate of appreciation.

e) 121 Poplar Avenue GP#17-024 – Requesting a waiver from §245-22 the Stormwater Management Requirements for Groundwater Discharge

Roger Philips gave a brief background of the proposed project. There was a brief discussion amongst the Commissioners.

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

g. Motion to endorse a Letter of Support for STEM education program at The Academy of Notre Dame -RACP application

Commissioner Schaefer commented that The Academy of Notre Dame is applying for a Federal grant and inquired if Radnor Township would write a letter of support on their behalf.

Commissioner Schaefer made a motion to approve, seconded by Commissioner Nagle. Motion passed 6-0 with Commissioner Booker abstaining.

i. Resolution #2017-58 - Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program (DCNR C2P2) for the Radnor Trail Extension Project

Commissioner Booker requested the background and details for the above resolution. Commissioner Schaefer gave a brief background and explained that there is more detail information available on the Township website as well as upcoming meetings to discuss further.

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

Public Comment

Leslie Morgan, Farm Road – She inquired in regards to an update on the trail to Ardrossan and the application for any grant money there.

Dan Sherry, Wayne – He inquired in regards to who would be completing the grant application.

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

3. Public Participation

Sara Pilling, Garrett Avenue – She thanked Mr. Zienkowski and Superintendent Colarulo for their concern in regards to her safety.

Leslie Morgan, Farm Road – She commented that she would like to see the Board get back to Township Business.

Lynn Ellis – Representing the Radnor Historical Society and presented the Board with their latest bulletin.

Dan Sherry, Wayne – He commented in regards two items on the agenda that he feels are inadequately advertised on the agenda.

Patrick Harper, W. Beechtree Road – He commented in regards to implementing effective solutions in the Township pertaining to flooding.

4. Committee Reports

PUBLIC WORKS & ENGINEERING

A. Discussion of the Stormwater Study (Follow-up from March 13, 2017 meeting)

There was an in-depth discussion amongst the Commissioners, staff and Dan Wible representing CH2M in regards to the scoring/weighting which is used in the study. Paige Maz representing the Stormwater Advisory Committee gave their perspective on CH2M township-wide assessment as well.

Public Comment

Ken Taylor, Willow Avenue – He spoke about the modeling that was completed in regards to the N. Wayne Field outfall.

Jim Gingrich, St. Davids – He commented in regards to his disagreement with the recent Stormwater study.

Bryan Morrison, Poplar Avenue – He commented about his frustrations that nothing has been done to remedy the flooding in N. Wayne area.

Gail Morrison, Poplar Avenue – She spoke in regards to here extreme disappointment that there has not been a remedy implemented yet.

Fred, Delaware Riverkeeper Network – He commented in regards to infiltration.

Kathy Pearsall, W. Beechtree Lane – She commented in regards to the N. Wayne Field Basin and the West Avenue project.

Patrick Harper, W. Beechtree Lane – He commented in regards to the need for projects to be started to help with the flooding.

Dan Sherry, Wayne – He commented in regards to a news article which was published on April 1, 2015 in the Main Line Suburban Life.

Paul Burgmeyer – He commented that the SWMAC has appreciated the work done by CH2M.

B. Motion regarding changes to the structure, composition, and function of the Stormwater Management Advisory Committee

Commissioner Higgins read a motion that originated from the Public Works sub-committee that the Stormwater Management Advisory Committee hereafter shall be comprised of 5 members. The Stormwater Management Advisory Committee shall continue to advise the Public Works Department and Board on matters related to the Townships compliance with Pennsylvania State regulations on Municipal Separate Stormwater Systems. The Stormwater Management Advisory Committee will continue to implement the credit program for Township Property Owners under the Townships Stomwater Fee Ordinance. To assist the Township in setting budgets for Stormwater projects the committee may propose to the Director of Public Works in the second quarter of each calendar year projects for the Township to undertake and their associated planning, engineering and construction cost estimates. The Director of Public Works may use the committee's information in formulating a Public Works storm water budget and submit the budget to the Township Manager and Board of Commissioners as part of the Townships budgeting process.

There was an in-depth discussion amongst the Commissioners and member of SWMAC in regards to above. Mr. Zienkowski commented in regards to who will propose the budget and would like the administration to be removed from the process; that there needs to be consistency on the way each Board or Commission performs their duties.

Commissioner Curley would like the staff to modify the resolution governing the duties and responsibilities of the Stormwater Management Advisory Committee in the following ways: 1 - Number of members on committee be changed from 7-5 (although existing membership shall remain and it will be allowed to achieve five through natural attrition); composition and capabilities will remain as specified in resolution #2013-103; Terms and Appointments will remain as specified #2015-135; Duties – Stormwater Management budget will be prepared by the staff, the stormwater committee will have from January – June to evaluate projects and make recommendations; there will be no O & M duties associated with the Stormwater Management Advisory Committee; maintain the responsibility for the credit program and maintain the responsibility for the MS4 program. Only 20% of the stormwater budget can be spent on stormwater maintenance and repair projects.

Commissioner Booker commented that the concept seems to be that the stormwater management committee will no longer report to the Board of Commissioners; but will work in connection with the Administration to determine what projects are prioritized and they will develop recommendations to the Administration rather than preparing a budget and recommending that to the Board of Commissioners. This is changing the nature of the Committee; one that had the delegation of the authority of the Board now to an advisory committee. The difference is the money and the funding source. This is a tax not a fee. The differences between this Board and other Advisory Boards is this one has a specific monetary charge and a specific revenue source which affords it a different place. He thinks that we should disband the entire program and go back to the lawful collection of taxes, expenditures and decisions by this Board and the Administration and/or exclude the second ward from this fee because there are no projects for the second ward and its improper to take from our constituents and call it a fee.

Public Comment

Ken Taylor, Willow Avenue – He spoke in regards to his concerns with the proposed changes to the resolution.

Motion to Reject All Proposals for the Stormwater Project Administrator

Mr. Zienkowski recommended to reject the above item. It was agreed to table until next meeting for further discussion.

PERSONNEL & ADMINISTRATION

C. Discussion and Possible Motion Regarding a Policy to Televis Boards and Commissions Public Meetings

Mr. Zienkowski briefly discussed a survey that was taken with surrounding communities which can be found on the Township website at: <http://www.radnor.com/DocumentCenter/Home/View/16008>. There was a discussion amongst the Commissioners in regards to looking further into second meeting room with recording capabilities as well as televising all Boards and Commission meetings.

The Township shall develop a resolution regarding televising or taping Public Meetings which should include the following items: All Public Meeting shall be televised this requirement does not include non-Township entities such as RHM and Library; The Township should aspire to televise all meetings in the event that an irresolvable conflict exists the Township may bump the following meetings – Citizens Communication Council, Civil Service Commission, Code Appeals Board, Education Service Agency or

Rental Housing Appeals Board. Boards and Commissions not identified from here in may not be bumped from televising but must be rescheduled if they can't be revised; Any Board or Commission may go into Executive Session when allowed or required by the rules governing executive session – executive session shall not be televised; The Township shall evaluate the cost and feasibility of creating a second venue for televising meetings and report that to the Board of Commissioners, seconded by Commissioner Clark.

Public Comment

Dan Sherry, Wayne – He spoke about the importunacy he sees that it is to televise all meetings.

Lisa Borowski, Newtown Square – She made a few suggestions of ways to televise meetings.

Baron Gemmer – He spoke about the numerous conflicts that arise when televising multiple meetings.

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

D. Resolution #2017-59 – Establishing Policies and Procedures for Volunteer Members of all Boards, Commissions and Ad Hoc Committees and Repealing Resolution 2011-31

John Rice, Township Solicitor briefly described the above resolution and the background leading to it. There was an in-depth discussion amongst the Commissioners and staff.

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

Public Comment

Dan Sherry, Wayne – He commented in regards to past ethical violations.

Commissioner Curley requested a five-minute recess

Commissioner Curley made a motion to extend the meeting to 11:15 PM, seconded by Commissioner Ahr. Motion passed 6-1 with Commissioner Nagle opposed.

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

Myles Kellam, member of HARB – He commented in regards to items in the proposed exhibit to the resolution which need revision.

Commissioner Booker made a motion to table, seconded by Commissioner Curley. Motion failed 3-4

Commissioner Booker made a motion to make the resolution as an introduction. Motion failed for lack of a second.

Commissioner Clark made a motion to amend the resolution with regards to Exhibit A, paragraph K – Historical Architectural Review Board to add the S. Wayne Historic District and Louella Historic District, seconded by Commissioner Ahr. Motion passed 7-0.

Commissioner Booker made a motion to further amend the procedures of the manual, failed for lack of a second.

Commissioner Schaefer called the vote on the original motion as amended. Motion passed 6-1 with Commissioner Booker opposed.

*Commissioner Ahr made a motion to extend meeting 15 minutes, seconded by Commissioner Higgins.
Motion passed 5-2 with Commissioners Nagle and Booker opposed.*

E. Resolution #2017-56 - Approving Additional Funding for Finalizing Negotiations with Comcast With Respect to the Township Franchise Agreement

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

There was a brief discussion amongst the Commissioners and the Township Solicitor.

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

***PUBLIC SAFETY
PARKS & RECREATION
COMMUNITY DEVELOPMENT
FINANCE & AUDIT
LIBRARY
PUBLIC HEALTH
Old Business - None
New Business***

- *Discussion of Matsonford Road Pedestrian Bridge
Moved to next agenda*

- *Discussion and Possible motion to schedule a public meeting between the Board of Commissioners and members of HARB (Requested by Commissioner Clark)*

Commissioner Clark made a few brief comments; Myles Kellam member of HARB briefly discussed the above request so the members of HARB can have a better clarification from the Board on their role. There was a brief discussion amongst the Commissioners.

Commissioner Curley made a motion to authorize staff to provide training to HARB on the Sunshine Act and the scope of the limitations of HARB ordinance at a meeting that is convenient, seconded by Commissioner Clark. Motion passed 6-0 with Commissioner Higgins abstaining.

Public Participation

*Commissioner Curley made a motion to extend meeting 5 minutes, seconded by Commissioner Higgins.
Motion passed 6-1 with Commissioner Nagle opposed.*

Dan Sherry, Wayne – He commented in regards to how he felt about Commissioner Schaefer’s comments earlier in the meeting and commented on the Conflict of Interest Resolution.

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

*Respectfully submitted,
Jennifer DeStefano*

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER:	SAGGIOMO ANGELO A & MADELINE D
OWNER ADDRESS:	409 OAK LANE, WAYNE, PA 19087
ADDRESS OF PROPERTY:	409 OAK LA , WAYNE PA 19087
APPLICATION NUMBER:	HARB-2017-07

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

Remove existing 1 story shed addition at rear of main house and remove existing garage and shed in rear yard. Add new 1 story and 2 story additions to main house and new garage. Restore exterior of main house including the front porch.

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, April 24, 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: MCQUESTEN MARC & PATRICIA
OWNER ADDRESS: 233 WALNUT AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY: 233 WALNUT AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2017-08

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

Demolish existing screened in porch, slab and portion of rear wall. Construct a 2 story rear addition including 2nd floor bathroom, kitchen addition off the rear of home.

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, April 24, 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: DEVINE & ASSOCIATES LLC
OWNER ADDRESS: 600 CLARK AVENUE, KING OF PRUSSIA, PA 19
ADDRESS OF PROPERTY: 303 S WAYNE AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2017-09

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 of existing home while restoring all existing windows facing front on home. Adding a family room to back of home and kitchen.

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, April 24, 2017

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

Elaine P. Schaefer, President

**RESOLUTION NO. 2017-55
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA REVISING THE 2017 CONSOLIDATED FEE SCHEDULE TO
INCLUDE HOURLY RATES FOR INSPECTION SERVICES**

WHEREAS, the Township of Radnor adopted Ordinance No. 2016-16, establishing Township fees and costs for 2017 on January 3, 2017; and

WHEREAS, Ordinance No. 2016-16 permits the Consolidated Fee Schedule to be revised by subsequent resolution of the Board of Commissioners; and

WHEREAS, The Board of Commissioners wishes to amend the Fee Schedule to include hourly rates for inspection services.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby adopts the following revision to the Consolidated Fee Schedule:

Quality Control Inspections ("QCI")	2017 Regular Rate	2017 Overtime Rate
Resident Project Representative	\$78.00 per hour	\$117.00 per hour
Owner Representative (Clerk of the Works")	\$85.00 per hour	\$127.50 per hour
Contract Administration	\$116.00 per hour	n/a
Construction Project Engineer	\$130.00 per hour	n/a
Document Controller	\$70.00 per hour	\$105.00 per hour
Clerical	\$60.00 per hour	\$90.00 per hour

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 10th day of April, 2017.

RADNOR TOWNSHIP

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

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

Radnor Township



PROPOSED LEGISLATION

DATE: April 3, 2017

TO: Board of Commissioners

FROM: William M. White, Director of Finance

LEGISLATION: A resolution further amending the consolidated fee schedule to include inspection services hourly rates into the appendix.

LEGISLATIVE HISTORY: The Board adopted the Consolidated Fee Schedule via' Ordinance 2016-16. Pursuant to Ordinance 2016-16, the Board of Commissioners is permitted to change the Consolidated Fee Schedule by passage of resolutions as needed, and has done so through Resolution 2017-08.

PURPOSE AND EXPLANATION: The current version of the fee schedule does not include hourly rates for the newly engaged QCI inspection services contract (adopted February 13, 2017 in Res #2017-29). The Fee Schedule needs to be modified to include these hourly rates to allow the Township to be reimbursed through development escrow, when those circumstances arise.

FISCAL IMPACT: In cases where inspection services are needed as part of a land development project or larger grading permit project; the Township can invoice the developer's escrow to reimburse the Township for any costs incurred.

RECOMMENDED ACTION: The Administration respectfully recommends the adoption of the resolution which will amend Consolidated Fee Schedule accordingly.

**RESOLUTION NO. 2017-60
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA REVISING THE 2017 CONSOLIDATED FEE SCHEDULE TO
INCLUDE CHAPTER 150 DESIGN REVIEW BOARD FEES**

WHEREAS, the Township of Radnor adopted Ordinance No. 2016-16, establishing Township fees and costs for 2017 on January 3, 2017; and

WHEREAS, Ordinance No. 2016-16 permits the Consolidated Fee Schedule to be revised by subsequent resolution of the Board of Commissioners; and

WHEREAS, Chapter 150 Design Review Board Fees were mistakenly left off Ordinance No. 2016-16; and

WHEREAS, The Board of Commissioners wishes to amend the Fee Schedule to include the Chapter 150 fees.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby adopts the following revision to the Consolidated Fee Schedule:

Fee Description	2016	2017
Chapter 150 – Design and Review Board		
Permit for temporary banner (max 30 days)	\$50.00	\$50.00
DRB Application Fees for sign	\$30.00	\$30.00
DRB Application Fees for telecommunication antennas	\$200.00	\$200.00
DRB Application Fees for façade change	\$100.00	\$100.00
DRB Application Fees for new building	\$200.00	\$200.00
DRB Application Fees for bldg. additions and accessory structures	\$200.00	\$200.00
DRB Application for Outdoor Dining applications (furnishings and accessories)	\$100.00	\$100.00

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 10th day of April, 2017.

RADNOR TOWNSHIP

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

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

Radnor Township



PROPOSED LEGISLATION

DATE: April 3, 2017

TO: Board of Commissioners

FROM: William M. White, Director of Finance

LEGISLATION: A resolution further amending the consolidated fee schedule to include Chapter 150 Design Review Board Fees

LEGISLATIVE HISTORY: The Board adopted the Consolidated Fee Schedule via' Ordinance 2016-16. Pursuant to Ordinance 2016-16, the Board of Commissioners is permitted to change the Consolidated Fee Schedule by passage of resolutions as needed, and has done so through Resolution 2017-08.

PURPOSE AND EXPLANATION: The Chapter 150 Design Review Board Fees were mistakenly omitted from Ordinance #2016-16. This Resolution corrects that error by including those fees back into the fee schedule at the same rates as 2016.

FISCAL IMPACT: The fiscal impact will be positive to the extent that application fees are submitted and paid for.

RECOMMENDED ACTION: The Administration respectfully recommends the adoption of the resolution which will amend Consolidated Fee Schedule accordingly.

RESOLUTION NO. 2017-62
A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE SALE OF SURPLUS TOWNSHIP VEHICLES
AND EQUIPMENT

WHEREAS, the Public Works Department annually clears the fleet of vehicles and equipment that are being replaced

WHEREAS, The Public Works Department is requesting to place the vehicles and equipment outlined below at J.J. Kane Public Auction and/or Carriage Trade Auto Auctions

WHEREAS, the equipment requested to be placed in the auction is as follows:

(2) Kubota 2560 E Riding Mowers

Unit #K-3, SN#81393, 2357hrs. Not running. Reserve \$100.00

Unit #K-6, SN#82395, 2642hrs. Not running. Reserve \$100.00

(1) Refuse Truck

Unit #28, 1997 International 6X4 refuse w/25 yd. Leach packer, 77,997 miles, VIN#

1HTSHAAT1VH494882, Reserve \$1500.00

(2) Dump Trucks

Unit #59, 1997 International 4700 Dump Truck, 55,100 miles, VIN# 1HTSCAAP5VH444245, Reserve \$1000.00

Unit #78, 1992 International 4700 Dump Truck, 73,210 miles, VIN# 1HTSCPHP5NH441273, Reserve \$1000.00

(2) used Clam Buckets. Reserve \$50.00 each

(5) snow plows worn out. Reserve \$50.00 each

NOW, THEREFORE, be it ***RESOLVED*** by the Board of Commissioners of Radnor Township does hereby Authorize the sale of surplus vehicles and equipment, as noted above, at JJ Kane Public .

SO RESOLVED this 24th day of April, 2017 A.D.,

RADNOR TOWNSHIP

By: _____

Name: Elaine P. Schaefer

Title: President

ATTEST:

Robert A. Zienkowski

Manager/Secretary

Radnor Township
PROPOSED RESOLUTION

DATE: April 19, 2017
TO: Radnor Township Board of Commissioners
FROM: Stephen F. Norcini, P.E., Director of Public Works 
CC: Robert A. Zienkowski, Township Manager

Resolution #2017-62: Authorizing the Sale of Surplus Township Vehicles and Equipment

LEGISLATIVE HISTORY: The Public Works Department annually clears the fleet of vehicles and equipment that are being replaced through the capital equipment program.

PURPOSE AND EXPLANATION: The Public Works Department is requesting to place the vehicles and equipment outlined below at J.J. Kane Public Auction and/or Carriage Trade Auto Auctions:

(2) Kubota 2560 E Riding Mowers

Unit #K-3, SN#81393, 2357hrs. Not running. Reserve \$100.00
Unit #K-6, SN#82395, 2642hrs. Not running. Reserve \$100.00

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(2) used Clam Buckets. Reserve \$50.00 each
(5) snow plows worn out. Reserve \$50.00 each

IMPLEMENTATION SCHEDULE: The vehicles will be auctioned at the next available auction.

FISCAL IMPACT: The Township will receive revenue, in the aggregate of the minimum reserves.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners approve Resolution #2017-62 for Clearance of Surplus Township Vehicles and Equipment*

Radnor Township

PROPOSED MOTION

DATE: March 31, 2017

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
Lori Hanlon-Widdop, Assistant Township Manager, Haverford Township

LEGISLATION: **Motion: Authorization to Partner with Haverford Township on a Joint Comprehensive Plan, Request for Proposals**

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

PURPOSE AND EXPLANATION: In 2016, Lori Hanlon-Widdop, Assistant Township Manager of Haverford Township, approached Radnor Township in regards to a joint Comprehensive Plan. Radnor Township was invited to a presentation by David Schwartz, P.E., AICP, of CH Planning Ltd., outlining the benefits of a multi-municipal comprehensive plan between the neighboring Townships of Haverford and Radnor. As Haverford Township was ready to embark on a Comprehensive Plan, they felt this was the appropriate time to determine if Radnor Township would wish to partner with Haverford in this endeavor. In the CH Planning presentation (please see attached), they noted the many benefits of a Joint Comprehensive Plan. To mention a few of those benefits: economies of scale, regional perspective, better opportunities for grants, multi-modal transportation/traffic management, stormwater management (let's not forget MS4!), and trail systems. The purpose of this legislation is to authorize staff to jointly issue a Request For Proposal to qualified planning firms, in regards to a multi-municipal comprehensive plan, between Radnor and Haverford Townships. Radnor Township's Comprehensive Land Use Plan was last updated in 2003.

IMPLEMENTATION SCHEDULE: Pending Board approval, staff will move immediately to finalize (insert the appropriate Radnor Township website resources and contacts) the RFP and have it issued.

FISCAL IMPACT: There is no fiscal impact in regards to issuing the Request For Proposal. Should the Board of Commissioners wish to award the recommended firm to provide the Multi-Municipal Comprehensive Plan, the cost will be determined at that time. The attached CH Planning Power Point notes a possible total expense to the Township of \$75,000, which may be reduced to \$50,000 if a Municipal Assistance Program (MAP) Grant. Please use this information for an example of the magnitude of cost only. Once proposals are received, the actual cost will be known.

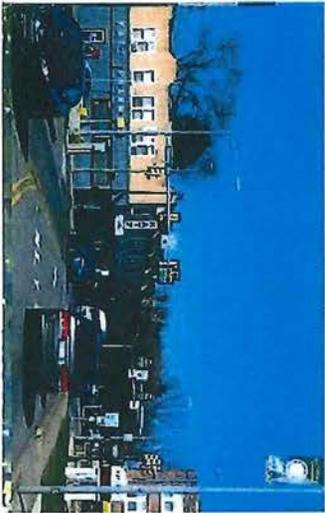
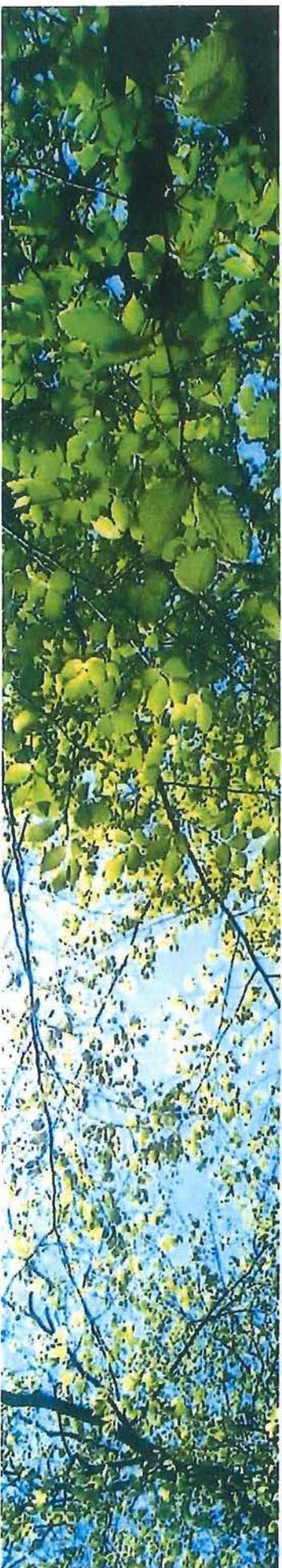
RECOMMENDED ACTION: *We respectfully request the Board of Commissioners authorize the staff to jointly issue a Request For Proposal for a Multi-Municipal Comprehensive plan.*

Should the Board of Commissioners move forward on this action, I respectfully request that a Steering Committee be appointed, to work with Haverford's steering committee (six to eight members). Thank you

Enclosures: CH Planning Ltd., Power Point Presentation
Draft Request For Proposal, Multi-Municipal Comprehensive Planning



Haverford Township Comprehensive Plan: A Multi-Municipal Approach



Comprehensive Planning

Benefits of a Multi-Municipal Plan

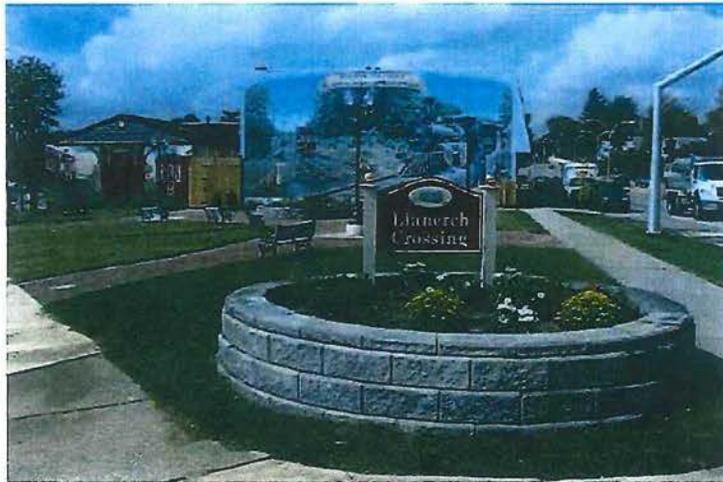
Regional Perspective and Protection

- **Communities don't always follow municipal boundaries (e.g. Bryn Mawr)**
- **Know and learn from your neighbor**
 - **Use local Examples and Lessons Learned**
- **More potential for shared services**
- **Zoning protections for accommodating uses – All uses need not be zoned in both municipalities**
- **Shared review for developments of Regional Impact**
 - **e.g. Cardinal Crossing in Marple, Ellis Preserve, etc.**
 - **Not regulatory, just advisory**

Comprehensive Planning

Benefits of a Multi-Municipal Plan

- **Shared Visions, Goals, Aspirations, and Excitement**
- **Involve the Greater Public – Harness Positive Energy**
- **Get results and clout by working together – More voices at the county and state level**
- **More Opportunities for Corridor, Regional Trail, and Area Plans**

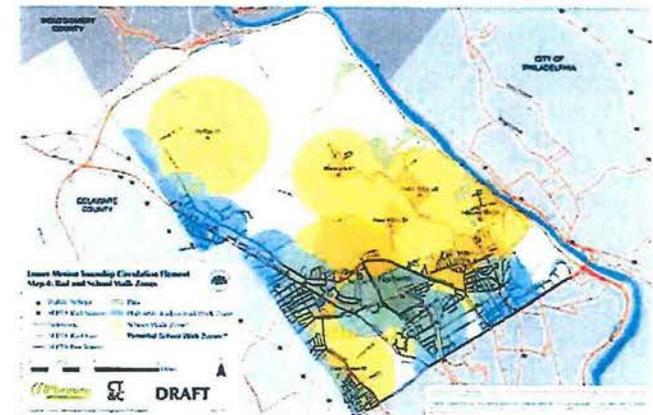


Comprehensive Planning

Economic Benefits of a Multi-Municipal Plan

Economies of scale – Save \$\$!

- Doing more with less effort
- Similar to bulk purchases (500 units at \$15/unit, but 1000 units at \$10/unit)
- Same principal applies in planning – (e.g. easier to expand a map than create two separate ones)
- A \$100K multi-municipal plan can be cover more than two separate \$60K plans



Comprehensive Planning

Economic Benefits of a Multi-Municipal Plan

Priority for Grants

- Move to the front of line for state funding and permits

Municipal Assistance Program (MAP) Grants

- Can Fund up to 50% of Comprehensive Plans
- Priority given to Multi-Municipal and Implementable Comprehensive Plan (ICP) efforts
- Typical awards ~ \$30,000-\$50,000

Comprehensive Planning

How a Potential MAP Grant Could be Used

Multi-Municipal Haverford/Radnor Budget Options

While MAP grant is not guaranteed, they are intended for these types of efforts

<u>Haverford</u>	<u>Radnor</u>	<u>Potential MAP</u>	<u>Total for Plan</u>
\$40,000	\$40,000	\$40,000	\$120,000
\$45,000	\$45,000	\$45,000	\$135,000
\$50,000	\$50,000	\$50,000	\$150,000

Comprehensive Planning

Compare with Other Comp Plan Costs

<u>Municipality</u>	<u>Plan Year</u>	<u>Population</u>	<u>Cost</u>
Landsdowne/East Landsdowne	2003	13,000	\$44,000
Ridley/Eddystone	2011	33,200	\$80,000
City of Chester	2012	34,000	\$150,000
Lower Merion (ONLY Circulation)	2013	59,850	\$75,000
Derry Township	2014	24,670	\$84,000
Erie	2015	100,671	\$138,000
Lower Swatara Township	2015	8,268	\$68,000
Allen Township	2016	4,500	\$50,000
			<u>Proposed/Potential Fee</u>
Haverford Only	2016	48,600	\$50,000
Haverford/Radnor w/MAP	2016	79,400	\$120,000 - \$150,000
Haverford/Radnor w/o MAP	2016	79,400	\$90,000 - \$100,000

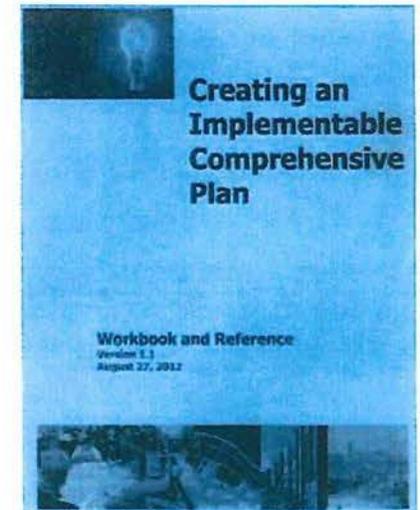
What Could the Plan Look Like?

Implementable Comprehensive Plan (ICP)

- Background – DCED 2010 Plan reviews

The 5-point Process:

1. Intense focus on real, relevant community issues
 - Economic Development Initiatives
 - Flooding/Stormwater Management
 2. Plan organized around the way people think
 3. Real, practical solutions that be implemented near term
 4. Recruit Partners – create capacity to implement
 5. Local ownership of plan – commitment to implement
- DCED has been advocating this approach
 - **Priority for MAP grants given for ICP approach**



What Could the Plan Look Like?

Economic Development could be a Point of Emphasis

Ongoing Outreach Campaign	\$7,000
Business Recruitment Campaign	\$7,000
Commercial Property Inventory	\$6,000
Landscaping “Seed” Money	\$20,000 – grants, \$5K Admin
Façade Improvement Grants	\$20,000 – grants, \$5K Admin
Business Retention Plan	\$5,000
Transportation Plan	TBD
Brand Identity Development	TBD

Could Roll Economic Development Efforts into Comp Plan as a chapter and/or as a stand alone report

Economic Development Grant efforts could be conducted parallel and in conjunction with Comprehensive Plan efforts

What Could the Plan Look Like?

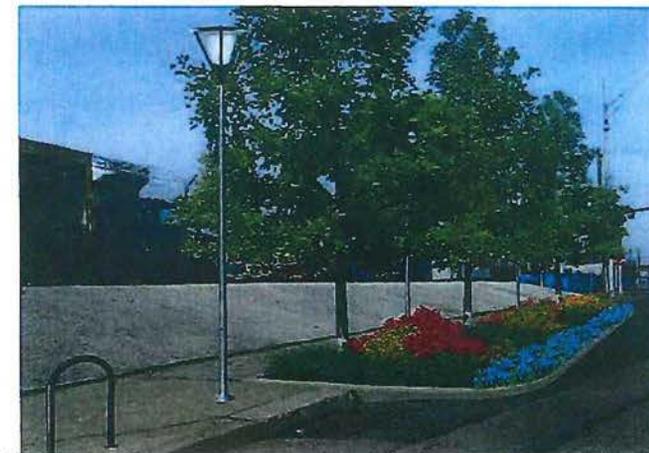
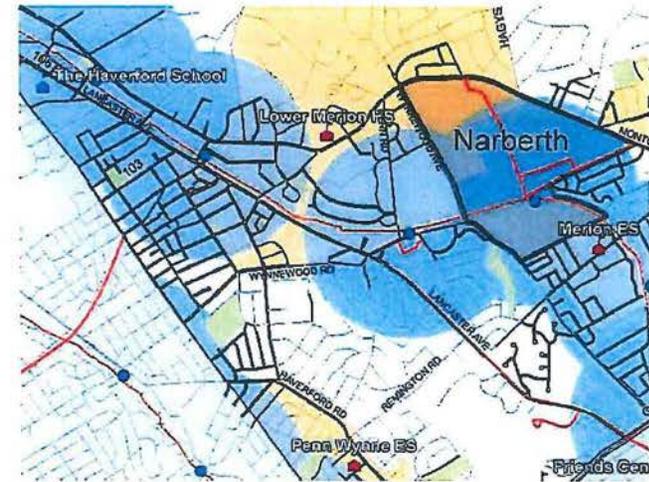
Other Potential Shared Issues

- **Flooding and Green Infrastructure Enhancements**
- **Neighborhood Preservation**
- **Multi-Modal (pedestrian, bicycle, transit) Improvements**
- **Transit Station Upgrades and Transit Oriented Development**
- **Take advantage of economic potential of colleges/universities (Haverford, Villanova)**
- **Trail Connections – Haverford and Radnor have partnered in the past on the Valley Forge to Heinz Wildlife refuge trail**

Comprehensive Planning

Sample Plan Layout

- I. Mission Statement and Goals
- II. Plan Organization
 - A. Description of Approach
 - B. Steering Committee
 - C. Public Charrettes
 - D. Public Meetings
- III.-VII. High-Priority Issues
 - A. Validation and Existing Conditions
 - B. Concept Development
 - C. Implementation
 - D. Next Steps
- VIII. Element Snapshots
 - A. Transformative Ideas
 - B. Overall Strategies
- IX. Other Issues and “Backfill”



Questions/Comments

Thank You!

**REQUEST FOR PROPOSALS (RFP)
COMPREHENSIVE PLAN
TOWNSHIPS OF HAVERFORD AND RADNOR
DELAWARE COUNTY, PENNSYLVANIA**

THE TOWNSHIPS OF HAVERFORD AND RADNOR, DELAWARE COUNTY, PENNSYLVANIA (hereafter, the "Communities") seek proposals from Qualified Professional Planning Consultants to provide an implementable, action-oriented 10-Year Multi-Municipal Comprehensive Plan (ICP).

1.0 BACKGROUND

2.0 SCOPE OF WORK:

The Communities seek a qualified planning consultant with considerable comprehensive planning experience in accordance with generally accepted planning principals and those principals indentified in the Pennsylvania Department of Community and Economic Development's "Creating an Implementable Comprehensive Plan" Workbook and Reference Version 1.1, dated August 27, 2012.

2.1 The planning consultant must be able to provide a full range of planning services necessary to complete the ICP, including:

2.1.1 Collect and analyze data needed to explore past trends and future growth of population; impacts on economics, commerce, resources, public services, infrastructure, housing, environmental, and transportation.

2.1.2 Review smart growth principals.

2.1.3 Examine goals and policies for preservation of natural resources, sensitive or endangered environments, recreation and open space and stormwater management practices.

2.1.4 The ICP shall comport with the Pennsylvania Municipalities Planning Code, 53 P.S. §10101 et seq., as amended.

2.1.5 The ICP shall describe an action-oriented implementation plan acceptable to the Communities.

2.1.6 Identify key partners including the following Community sectors:

.1 Private business entities (developers, small business, financial managers, etc.)

.2 Residents

.3 Public and Private Education entities and/or organizations

.4 Civic and non-profit organizations

.5 Public utilities and transportation entities

2.1.7 Review the Communities current zoning district overlays and provide recommendations for expansion or additional districts.

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- 2.1.8 Develop maps and materials necessary for the completion of the ICP.
- 2.1.9 Provide or subcontractor traffic consulting services to analyze public transportation and infrastructure needs, public parking, bicycle and pedestrian way facilities.
- 2.1.10 Update and analyze demographic data.
- 2.1.11 Develop goals and objectives acceptable to the Community officials and stakeholders.
- 2.1.12 Develop an action-oriented, implementation plan.

3.0 PUBLIC PARTICIPATION

4.0 TIMELINE

5.0 DELIVERABLES

6.0 LINKS TO RESOURCES:

- 6.1 Township of Haverford Website: www.haverfordtownship.com
- 6.2 Township of Radnor Website: _____
- 6.3 Haverford Township Comprehensive Plan (1988) [Res. 792-87]
 - (i) Volume One:
http://www.haverfordtownship.org/egov/documents/1266949270_674133.pdf
 - (ii) Volume Two:
http://www.haverfordtownship.org/egov/documents/1266953557_65246.pdf
 - (iii)
- 6.4 Haverford Township Comprehensive Plan Amendment (1995) [Res. 1109-95]
Adopting the Historic Resources Survey, Haverford Township, Delaware County, Pennsylvania, prepared by the Delaware County Planning Commission and dated 1994:
 - (i)
http://www.haverfordtownship.org/egov/documents/1350414638_864471.pdf
 - (ii)
http://www.haverfordtownship.org/egov/documents/1350414800_366302.pdf
 - (iii)
http://www.haverfordtownship.org/egov/documents/1350414911_178497.pdf
 - (iv)
http://www.haverfordtownship.org/egov/documents/1350415113_157562.pdf
 - (v)
http://www.haverfordtownship.org/egov/documents/1350416584_585113.pdf
 - (vi)
http://www.haverfordtownship.org/egov/documents/1350416584_585113.pdf
 - (vii)
http://www.haverfordtownship.org/egov/documents/1350418997_851379.pdf

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- (viii) http://www.haverfordtownship.org/egov/documents/1350419073_113220.pdf
- (ix) http://www.haverfordtownship.org/egov/documents/1350497741_789825.pdf
- (x) http://www.haverfordtownship.org/egov/documents/1350497813_894866.pdf
- (xi) http://www.haverfordtownship.org/egov/documents/1350497919_693237.pdf
- (xii) http://www.haverfordtownship.org/egov/documents/1350498010_400970.pdf
- 6.5 Haverford Township Comprehensive Plan Amendment (2009) [Res. 1708-2009]
Providing detailed study of certain business districts
 - (i) Part One:
http://www.haverfordtownship.org/egov/documents/1395086375_95547.pdf
 - (ii) Part Two:
http://www.haverfordtownship.org/egov/documents/1395086533_18812.pdf
 - (iii) Part Three:
http://www.haverfordtownship.org/egov/documents/1395087251_99406.pdf
 - (iv) Part Four:
http://www.haverfordtownship.org/egov/documents/1395087416_56217.pdf
 - (v) Part Five:
http://www.haverfordtownship.org/egov/documents/1395087549_18664.pdf
 - (vi) Part Six:
http://www.haverfordtownship.org/egov/documents/1395087950_3445.pdf
- 6.6 Delaware County, PA Comprehensive Plan
<http://www.co.delaware.pa.us/planning/DelawareCounty2035.html>
- 6.7 The General Laws of the Township of Haverford (Code of Ordinances)
<http://ecode360.com/HA0527?needHash=true>
- 6.8 Solid Waste Cooperative Agreement
<http://ecode360.com/12162616>
- 6.9 Wastewater Agreements
- 6.10 MS4 Permits
- 6.11 Water Services Agreements

7.0 PROPOSALS:

Firms or individuals having capabilities to perform this work and desiring consideration for selection are invited to submit to the attention of:

Proposals shall include:

the past experience of the firm or individual on similar projects; the professional qualifications of the staff to be assigned to this work; proposed schedule for the

11.11.2016 DRAFT

submission of the assessment to the Steering Committee and; proposed contract and fee schedule.

Proposals will be received until 12:00 noon on _____. The submitting party acknowledges the Communities' right to reject any and all proposals, to cancel the solicitation requested under this RFP, or to re-advertise the solicitation for these services.

The Communities strongly encourage small, minority, female-owned, and Disadvantaged Business Enterprises to respond to this solicitation.

4.6.17

Prepared By: John B. Rice, Esquire
Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Folio #: 36-02-0123-10

**EASEMENT AGREEMENT
(Pedestrian and Bicycle Trail Easement)**

THIS EASEMENT AGREEMENT is made and executed this _____ day of _____, 2017, between ***RADNOR TOWNSHIP SCHOOL DISTRICT***, having a mailing address of 135 South Wayne Avenue, Wayne, PA 19087 (hereinafter referred to as "***Grantor***") and the ***TOWNSHIP OF RADNOR***, a Home Rule Municipality, with offices located at 301 Iven Avenue, Wayne, PA 19087 (hereinafter referred to as "***Grantee***").

BACKGROUND

A. Grantor is the owner in fee simple of a certain tract of land located in Radnor Township, Delaware County, Pennsylvania, more particularly described in the Recorder of Deeds Office in and for Delaware County Tax Map 36, Block 15, unit 22, N/F Radnor Township School District, D.B. 43, Pg. 2291, Folio # 36-02-0123-10 ("Property").

B. Grantee desires to construct a paved trail with a maximum width of ten (10) feet for non-motorized recreational uses to consist of walking, jogging and bicycling (the "Trail") within a twenty (20) foot wide trail easement area as set forth on the existing features plan prepared by Gilmore and Associates, Inc., dated May 31, 2016, last revised _____, 2017 (the "Trail Easement Area"), a copy of which is attached hereto and incorporated herein as ***Exhibit "A"***.

C. This agreement is intended to set forth the parties understanding regarding acceptable terms of a recordable easement in order to satisfy the requirements of funding sources of a tangible commitment by Grantor. The parties understand that a final recordable easement cannot be approved at this early stage without survey and design of the proposed trail subject to the final approval of the parties in accordance with this agreement.

D. Grantor desires to grant to Grantee and Grantee desires to accept from Grantor, a nonexclusive easement located on the Property subject to the terms and conditions set forth below and in the Trail Easement, as defined and referenced below.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereby agree as follows:

1. The recitals set forth in the foregoing background section of this Agreement are incorporated herein by reference.

2. Grantor shall execute a Temporary Construction Easement and Permanent Pedestrian and Bicycle Trail Easement (the "Trail Easement") in a form to be approved by both parties after survey and design, but substantially as set forth on the attached **Exhibit "B"**.

3. Grantee shall commence construction of the Trail after design of the Trail by Grantor, and approval of all design and construction plans for the Trail by Grantor, and execution of the Trail Easement by both parties. In construction of the Trail, Grantee shall not disturb the existing cross country trail on the Property currently used by the School District students unless the trail needs to be relocated. If the cross country trail needs to be relocated Grantee will provide and maintain continuous use and access by Grantor to the relocated trail. If the Trail replaces or interferes with any portion of the cross country trail, Grantor shall be permitted to use that portion of the Trail for practices and competition, including the right to close the Trail to public use briefly during competitions.

4. No Representation by Grantor. The proposed easement to be granted is subject to all title encumbrances of record and subject to all existing conditions of the Trail Easement Area. Grantee is not relying on any representations, information or promises made or supplied by Grantor or its representatives as to the condition of the Trail Easement Area, its suitability for Grantee's intended use, or any other matter.

5. Limitation of Activities and Uses. Grantee shall permit the use of the Trail for non-motorized recreational uses, as follows: walking, jogging and bicycling. Equestrian use of the trail shall be prohibited. Access to the Trail Easement Area by the general public shall be subject to the rules, regulations and/or limitations established by Grantee and approved by Grantor to regulate Trail activities ("Access Restrictions") and there shall always be a prohibition on the use of motorized vehicles except in the case of emergency or in connection with the construction, maintenance or patrol of the Trail Easement Area or by persons who need to use motor-driven wheelchairs. Grantee shall be solely responsible for enforcement of the Access Restrictions. Grantee shall maintain the Trail Easement Area free and clear of all garbage, litter and debris. Grantor shall provide written notice to Grantee in the event that any Access Restrictions are being violated and Grantee shall promptly take immediate steps to enforce the Access Restrictions.

6. Construction. Grantee shall be responsible for all costs and expenses associated with the construction, maintenance or repair of the Trail Easement Area. The Grantee shall prepare construction plans, specifications and details that must meet applicable Pennsylvania Department of Transportation standards and applicable Federal Highway Administration standards. The Grantor shall have the right to review and approve all plans and specifications for the Trail, stormwater management facilities, lighting, signage, and any personal property to be placed along the Trail or within the Trail Easement Area. Prior to commencing any construction within the Trail Easement Area, Grantee shall:

- (a) Provide Grantor with at least 30 days' prior written notice.
- (b) Obtain and deliver to Grantor certificates evidencing comprehensive general liability insurance coverage with respect to Grantee (in accordance with paragraph 9 below) and all persons entering the Trail Easement Area for the purpose of construction.
- (c) Obtain, at Grantee's cost and expense, all permits and approvals by applicable governmental authorities required for the construction.

7. Nonexclusive Use; No Assignment. Grantee shall have the nonexclusive use of the Trail Easement Area in common with Grantor. Grantor reserves the right to utilize and grant other rights to the Trail Easement Area, provided Grantor's right to utilize and/or grant rights with respect to the Trail Easement Area shall not be inconsistent with or adversely affect the rights granted herein. Grantee shall be prohibited from conveying, assigning, leasing, subleasing or otherwise transferring all or any of its rights or obligations hereunder to any other person or entity. Notwithstanding the foregoing, Grantee shall be permitted to engage a contractor or subcontractor to perform its Trail maintenance and repair responsibilities required by this Agreement.

8. Maintenance; Restoration. The maintenance, repair, restoration and care of the Trail and the Trail Easement Area shall be the sole responsibility of Grantee. Grantee shall also comply with and conform to all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the Trail and the Trail Easement Area and Grantee's exercise of the rights herein conferred, and Grantee shall maintain and keep the Trail and the Trail Easement Area in good, safe and reasonably attractive condition. Grantee, at its expense, shall promptly repair and/or restore any property or improvements, including landscaping, which have been disturbed or damaged in connection with the exercise or use of Grantee's rights herein granted, to the same or substantially similar condition as existed prior to such disturbance or damage. In the event that trees are removed at the corner of King of Prussia Road and Route 30, Grantee shall provide minimum 3.5" caliper replacement trees in accordance with the Township's Shade Tree Ordinance. Grantee shall replace any trees or plantings planted by Grantee that die within eighteen (18) months of being planted. Prior to removal of any trees, a landscaping plan prepared by Grantee shall be reviewed and approved by Grantor, which approval shall not be unreasonably withheld, delayed or conditioned by Grantor.

9. Public Safety Improvements. Grantee agrees, at its sole expense, to construct and erect signage approved by Grantor and any other necessary public safety improvements, as determined by Grantor or Grantee upon or within the Trail Easement Area. Grantee shall continuously maintain such improvements in good condition and repair.

10. Insurance Requirements; Indemnification. Grantee shall carry, at its own cost and expense, commercial general liability insurance with a minimum limit of liability of \$1,000,000.00 combined single limit for bodily injury or death/property damage arising out of any one occurrence. Grantee shall name Grantor as an additional insured under its commercial general liability policy. Grantee shall provide a certificate of insurance adding Grantor as an additional insured within thirty (30) days of the execution of this Agreement, and annually thereafter for as long as the easement remains in effect. Grantee shall notify Grantor at least

thirty (30) days in advance if Grantee's insurance is cancelled or non-renewed for any reason. To the extent permitted by law, and without waiving governmental immunity, recreational land use immunities and all other applicable immunities, which immunities are preserved by the Grantee in all respects, Grantee for itself and its successors and assigns, shall and hereby agrees to indemnify, defend and hold harmless Grantor (and Grantor's directors, officers, employees, successors and assigns) from all costs, losses, damages and expenses, including, without limitation, attorney's fees, arising out of or resulting from any loss of life or property or injury or damage to any person or the property of any person or entity (including, without limitation, the Grantor) and from and against any and all claims, demands, or actions for such loss, death, injury or damage in any manner arising out of or resulting from or connected with occurrences in or public use of the Trail or the Trail Easement Area or Grantee's or Grantee's employees', agents', contractors', or invitees' construction, maintenance, repair or use of the Trail or the Trail Easement Area, provided that nothing contained herein shall require Grantee to indemnify Grantor against matters resulting from the gross negligence or willful acts or omissions of Grantor or its employees or agents.

11. Relocation/Modification Rights. Grantor reserves the right, in its sole and absolute discretion and at its sole cost, including construction costs, to relocate or modify the Trail Easement Area provided that Grantee is provided with substantially similar rights in the relocated or modified easement and such relocated or modified easement can be used in a similar manner as the original easement. In the event that Grantor exercises its relocation or modification rights, Grantor shall provide Grantee with at least thirty (30) days prior written notice of such relocation or modification and a revised Easement approved by the parties shall be recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania evidencing the relocated or modified easement.

12. To the extent that the construction of the Trail Easement Area increases the impervious surface ratio on Grantor's property, any increase in Grantor's stormwater management fee payable to the Township shall be reimbursed to Grantor by Grantee within thirty (30) days of presentation of a statement or invoice therefor. If any increase in impervious surface on Grantor's property adversely impacts future development or re-development of Grantor's property, Grantee shall grant and/or actively support such land development or zoning relief as is requested by Grantor in order to eliminate or remove any such adverse impact on Grantor's property.

13. Grantor shall approve the final engineered plans and specifications for the Trail and the Trail Easement Area prior to commencement of construction. The use of the Trail within the Trail Easement Area shall function in the same way as a public sidewalk. Grantee shall provide for snow clearing of the Trail at its expense in accordance with the same standards, procedures and conditions as other Township sidewalks during snow conditions.

14. The Trail and the Trail Easement Area shall be the minimum width necessary to accomplish its purpose; however, in no event shall the easement area (temporary and permanent) exceed twenty (20) feet in width. Grantor and Grantee agree to record a permanent Trail Easement substantially as set forth on the attached Exhibit "B" and satisfactory to both parties, once the actual permanent Easement Area has been surveyed and designed.

15. Grantee shall locate stormwater management facilities within the public right-of-way if feasible, or alternatively, within the twenty feet Trail Easement Area and as close to the paved Trail as possible. All stormwater management plans are subject to review and approval by Grantor. The stormwater management facilities installed by Grantee shall at all times protect against the Cross Country Trail becoming flooded. Any such approval by Grantor shall not be unreasonably withheld, delayed or conditioned and shall be in full compliance with applicable Township, State and Federal requirements.

16. Termination of Easement Agreement. This Agreement shall automatically terminate and expire and be of no further force or effect, without the requirement of further action by either Grantor or Grantee, if construction of the Trail and all related improvements to be installed within the Trail Easement Area is not completed within five (5) years of the date of recording the Trail Easement attached hereto as Exhibit "B" or if the Trail Easement is not recorded by Grantee within one (1) year of the date it is fully executed by the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereby set their respective hands and seals the day and year first above written.

GRANTOR:

Date: _____

Name: Radnor Township School District
Title:

GRANTEE:

RADNOR TOWNSHIP

Date: _____

Name: Elaine P. Schaefer
Title: President

4.6.17

Prepared By: John B. Rice, Esquire
Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

TPN #: 36-02-0123-10

**TEMPORARY CONSTRUCTION,
PERMANENT PEDESTRIAN AND BICYCLE TRAIL EASEMENT
Radnor Township School District**

THIS EASEMENT is made and executed this _____ day of _____, 2017, between ***RADNOR TOWNSHIP SCHOOL DISTRICT***, having a mailing address of 135 South Wayne Avenue, Wayne, PA 19087 (hereinafter referred to as "***Grantor***") and the ***TOWNSHIP OF RADNOR***, a Home Rule Municipality, with offices located at 301 Iven Avenue, Wayne, PA 19087 (hereinafter referred to as "***Grantee***").

BACKGROUND

A. Grantor is the owner in fee simple of a certain tract of land located in Radnor Township, Delaware County, Pennsylvania, more particularly described in the Recorder of Deeds Office in and for Delaware County Tax Map 36, Block 15, unit 22, N/F Radnor Township School District, D.B. 43, Pg. 2291, Folio # 36-02-0123-10 ("Property").

B. Grantee has requested that Grantor convey a Temporary Construction Easement and Permanent Pedestrian and Bicycle Trail Easement through a portion of said Property to permit Grantee the right and privilege to construct and utilize the trail for pedestrian purposes.

C. Grantor and Grantee have executed a separate Easement Agreement setting forth specific terms of construction and use of the proposed Temporary Construction Easement and Permanent Pedestrian and Bicycle Trail Easement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Grantor hereby imposes the following easement restrictions upon the Property.

Exhibit "B" to Easement Agreement

TEMPORARY CONSTRUCTION EASEMENT

1. Grantor hereby grants to Grantee a temporary access and construction easement over and across that portion of the Property described on the legal description attached hereto as **Exhibit "A"** ("Temporary Easement Area"). This easement is granted to Grantee for the following purpose:

To provide access, ingress, and egress to the Temporary Easement Area by the Township, its authorized employees, representatives, agents, and contractors for the construction and installation of a trail and related improvements as described on plans prepared by _____, dated _____ (the "Trail"), copies of which are on file at the offices of Grantor and Grantee.

2. Grantee agrees that in the construction and installation of the Trail, it shall use every means possible to protect from injury and damage Property of Grantor, including but not limited to trees and shrubbery, located outside of the Temporary Easement Area.

3. Grantee shall restore all disturbed areas and repair any damage to the Property to the satisfaction of Grantor. This temporary easement shall automatically terminate six (6) months after commencement of construction.

PERMANENT PEDESTRIAN AND BICYCLE TRAIL EASEMENT

4. Grantor hereby grants to Grantee a perpetual non-exclusive easement upon and across that certain strip of land situate on the Property as described on the legal description attached hereto as Exhibit "B" and the plan dated _____ prepared by _____, attached hereto as **Exhibit "C"** (the "Trail Easement Area") for the following purposes:

a. Permissible Activities and Uses; Limitations. Grantee shall permit the use of the Trail for non-motorized recreational uses, as follows: walking, jogging and bicycling. Equestrian use of the trail shall be prohibited. Access to the Trail Easement Area by the general public shall be subject to the rules, regulations and/or limitations established by Grantee and approved by Grantor to regulate trail activities ("Access Restrictions") and there shall always be a prohibition on the use of motorized vehicles except in the case of emergency or in connection with the construction, maintenance or patrol of the Trail Easement Area or by persons who need to use motor-driven wheelchairs. Grantee shall be solely responsible for enforcement of the Access Restrictions. Grantee shall maintain the Trail Easement Area free and clear of all garbage, litter and debris. Grantor shall provide written notice to Grantee in the event that any Access Restrictions are being violated and Grantee shall promptly take immediate steps to enforce the Access Restrictions.

b. Nonexclusive Use; No Assignment. Grantee shall have the nonexclusive use of the Trail Easement Area in common with Grantor. Grantor reserves the right to utilize and grant other rights to the Trail Easement Area, provided Grantor's right to utilize and/or grant rights with respect to the Trail Easement Area shall not be inconsistent with or adversely affect the rights granted herein. Grantee shall be prohibited from conveying, assigning, leasing, subleasing or otherwise transferring all or any of its rights or obligations hereunder to any other person or entity. Notwithstanding the foregoing, Grantee shall be permitted to engage a contractor or subcontractor to perform its Trail maintenance and repair responsibilities required by this Easement.

c. Maintenance; Restoration. The maintenance, repair, restoration and care of the Trail and the Trail Easement Area shall be the sole responsibility of Grantee. Grantee shall also comply with and conform to all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the Trail and the Trail Easement Area and Grantee's exercise of the rights herein conferred, and Grantee shall maintain and keep the Trail and the Trail Easement Area in good, safe and reasonably attractive condition. Grantee, at its expense, shall promptly repair and/or restore any property or improvements, including landscaping, which have been disturbed or damaged in connection with the exercise or use of Grantee's rights herein granted, to the same or substantially similar condition as existed prior to such disturbance or damage.

d. Public Safety Improvements. Grantee agrees, at its sole expense, to construct and erect signage approved by Grantor and any other necessary public safety improvements as determined by Grantor or Grantee upon or within the Trail Easement Area. Grantee shall continuously maintain such improvements in good condition and repair.

e. Cross Country Trail. Grantee shall not permit use of the Trail to interfere with a continuous use and access to the cross country Trail located on the Property and used by Grantor's students. If and to the extent that the Trail replaces or interferes with any portion of the cross country Trail, Grantor shall be permitted to use that portion of the Trail for practices and competition, including the right to close the Trail to public use briefly during competitions.

5. No permanent barriers, fences, signs or other obstructions to the free and unhampered use of the Trail and the Trail Easement Area shall hereafter be permitted by Grantor, nor shall any buildings or other permanent structures be permitted or constructed by Grantor within any portion of the Trail Easement Area without the express written approval of Grantee.

6. This Agreement constitutes an easement to a political subdivision of the Commonwealth of Pennsylvania for recreational purposes, and accordingly, the parties intend for the Grantor to be entitled to the protections provided to an owner of land under the Pennsylvania Recreational Use of Land and Water Act, 68 P.S. § 477-1 *et. seq.*

7. This easement is for the benefit of Grantee, its successors and assigns, and is appurtenant thereto and shall run with the Property.

8. This easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and the terms "Grantor" and "Grantee" herein shall include their respective heirs, successors and assigns.

9. Grantee shall carry, at its own cost and expense, commercial general liability insurance with a minimum limit of liability of \$1,000,000.00 combined, single limit for bodily injury or death/property damage arising out of any one occurrence. Grantee shall name Grantor as an additional insured under its commercial general liability policy. Grantee shall provide a certificate of insurance adding Grantor as an additional insured within thirty (30) days of the execution of this Agreement, and annually thereafter for as long as the easement remains in effect. Grantee shall notify Grantor at least thirty (30) days in advance if Grantee's insurance is cancelled or non-renewed for any reason. To the extent permitted by law, and without waiving governmental immunity, recreational land use immunities and all other applicable immunities, which immunities are preserved by the Grantee in all respects. Grantee, for itself and its successors and assigns, shall and hereby agrees to indemnify, defend and hold harmless Grantor (and Grantor's directors, officers, employees, successors and assigns) from all costs, losses, damages and expenses, including, without limitation, attorney's fees, arising out of or resulting from any loss of life or property or injury or damage to any person or the property of any person or entity (including, without limitation, the Grantor) and from and against any and all claims, demands, or actions for such loss, death, injury or damage in any manner arising out of or resulting from or connected with occurrences in or public use of the Trail or the Trail Easement Area or Grantee's, or Grantee's employees', agents', contractors', or invitees' construction, maintenance, repair or use of the Trail or the Trail Easement Area, provided that nothing contained herein shall require Grantee to indemnify Grantor against matters resulting from the gross negligence or willful acts or omissions of Grantor or its employees or agents.

10. Relocation/Modification Rights. Grantor reserves the right, in its sole and absolute discretion and at its sole cost, including construction costs, to relocate or modify the Trail Easement Area provided that Grantee is provided with substantially similar rights in the relocated or modified easement and such relocated or modified easement case be used in a similar manner as the original easement. In the event that Grantor exercise its relocation or modification rights, Grantor shall provide Grantee with at least thirty (30) days prior written notice of such relocation or modification and a revised Easement approved by the parties shall be recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania evidencing the relocated or modified easement.

11. To the extent that the construction of the Trail Easement Area increases the impervious surface ratio on Grantor's property, any increase in Grantor's stormwater management fee payable to the Township shall be reimbursed to Grantor by Grantee within thirty (30) days of presentation of a statement or invoice therefor. If any increase in impervious surface on Grantor's property adversely impacts future development or re-development of Grantor's property, Grantee shall grant and/or actively support such land development or zoning relief as is requested by Grantor in order to eliminate or remove any such adverse impact on Grantor's property.

12. Termination of Temporary and Permanent Easements. The Temporary Construction Easement and the Permanent Pedestrian and Bicycle Trail Easement granted herein shall automatically terminate and expire and be of no further force or effect, without the requirement of further action by either Grantor or Grantee, if construction of the Trail and all related improvements to be installed within the Trail Easement Area is not completed within five (5) years of the date of recording this Agreement or if this Agreement is not recorded by Grantee within one (1) year of the date it is fully executed by the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereby set their respective hands and seals the day and year first above written.

GRANTOR:

RADNOR TOWNSHIP SCHOOL DISTRICT

Date: _____

Name:

Title:

GRANTEE:

RADNOR TOWNSHIP

Date: _____

Name: Elaine P. Schaefer

Title: President



DEP Code No.
1-23013-251-3J

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Radnor Township
(TOWNSHIP) (BOROUGH) (CITY), Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS Edward F. McGinley III has proposed the development of a parcel of land identified as
land developer

#741 Newtown Road - McGinley Tract, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

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

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

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

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

I _____, Secretary,

(Signature) Commissioners

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of

the Township (Borough) (City) Resolution # 2017-61, adopted, April 24, 2017.

Municipal Address:

Radnor Township Municipal Building

301 Iven Avenue

Wayne, Pa 19087

Telephone 610-688-5600

Seal of

Governing Body



Gannett Fleming

*Excellence Delivered **As Promised***

MEMORANDUM

Date: April 17, 2017

To: Radnor Township Board of Commissioners

From: Roger Phillips, P.E.

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

RE: McGinley Tract – 741 Newtown Road
Sewage Facilities Planning Module

The applicant for the above project has prepared a Sewage Facilities Planning Module to be submitted to the PA DEP. The Planning Module proposes to combine 6 existing lots (1 with an existing dwelling and 5 vacant) to 3 lots.

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

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

Very truly yours,

GANNETT FLEMING, INC.

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



PLANNING MODULES

Prepared for

**McGinley Tract
#741 Newtown Road**

Code No. 1-23013-251-3J

Radnor Township
Delaware County, Pa.

Prepared by
G.D. Houtman & Son, Inc.
139 East Baltimore Pike
Media, Pa 19063

April 5, 2017

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Radnor Township
(TOWNSHIP) (BOROUGH) (CITY), Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS Edward F. McGinley III has proposed the development of a parcel of land identified as
land developer

#741 Newtown Road - McGinley Tract, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

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

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

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

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

I _____, Secretary, _____
(Signature)

Commissioners
Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2017-61, adopted, April 24, 2017.

Municipal Address:

Radnor Township Municipal Building
301 Iven Avenue
Wayne, Pa 19087
Telephone 610-688-5600

Seal of
Governing Body



**TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE # 1-23013-251-3J	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #

TO: Approving Agency (DEP or delegated local agency)
PA DEP
2 East Main Street
Norristown, PA 19401

Date April 24, 2017

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Stephen J. Wasylyszyn, PLS
(Name)
G. D. Houtman & Son, Inc. project Engineering Consultants for Edward F. McGinley III
(Title) (Name)
 a subdivision, commercial, or industrial facility located in Radnor Township
Delaware County.
(City, Borough, Township)

Check one

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

OR

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

Check Boxes

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

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

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

Municipal Secretary (print)

Signature

Date



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

DEP Code #:
 1-23013-251-3J

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

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

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

Project Name
 Edward F. McGinley III

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

1. Date plan received by municipal planning agency. March 15, 2017
2. Date review completed by agency. April 3, 2017

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

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

SECTION C. AGENCY REVIEW (continued)	
Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Is this plan consistent with the municipal Act 537 Official Sewage Facilities Plan? If no, describe the inconsistencies _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, is the proposed waiver consistent with applicable ordinances?	
17. Name, title and signature of planning agency staff member completing this section:	
Name: <u>Kathy Bogosian</u>	
Title: <u>Chair Person</u>	
Signature: <u>[Signature]</u>	
Date: <u>04/03/2017</u>	
Name of Municipal Planning Agency: <u>Radnor Township Planning Commission</u>	
Address <u>301 Iven Avenue, Wayne, PA 19087</u>	
Telephone Number: <u>610-688-5600</u>	
SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)	
This Component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are desired, attach additional sheets.	
The planning agency must complete this Component within 60 days.	
This component and any additional comments are to be returned to the project sponsor.	



DELAWARE COUNTY PLANNING COMMISSION

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

PLANNING COMMISSION

THOMAS J. O'BRIEN, AIA
CHAIRMAN

THOMAS J. JUDGE
VICE CHAIRMAN

KENNETH J. ZITARELLI
SECRETARY

LINDA F. HILL
DIRECTOR

COUNCIL

MARIO J. CIVERA, JR.
CHAIRMAN

COLLEEN P. MORRONE
VICE CHAIRMAN

JOHN P. McBLAIN
DAVID J. WHITE
MICHAEL F. CULP

May 24, 2016

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

RE: Act 537 Review
Edward F. McGinley Subdivision
Radnor Township
1-23013-251-3J

Dear Mr. Zienkowski:

The Delaware County Planning Department (DCPD) has completed its review of the planning module for the Edward F. McGinley subdivision. The applicant proposes to reverse subdivide six existing lots into three lots, one of which will contain an existing dwelling. The resultant subdivision will create two residentially developable lots that will generate 2 EDUs and a sewage flow of approximately 525 gpd (the existing dwelling is currently served by public utilities). Sewerage will be conveyed by the Radnor Haverford Marple Sewer Authority and processed by the Philadelphia Southwest Water Pollution Control Plant. DCPD has no objection to the proposed method of wastewater disposal.

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

If you have any questions or require additional information please do not hesitate to contact me at (610) 891-5215.

Sincerely,

Michael A. Leventry
Environmental Planner

Enclosures: (1) Completed DEP Review Form

cc: PA Department of Environmental Protection
G.D. Houtmann & Son, Inc.
Edward F. McGinley





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

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

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

Project Name
Edward F. McGinley Subdivision

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

1. Date plan received by county planning agency. May 9, 2016
2. Date plan received by planning agency with areawide jurisdiction N/A
Agency name _____
3. Date review completed by agency May 24, 2016

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

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

Yes	No	SECTION C. AGENCY REVIEW (continued)
<input type="checkbox"/>	<input type="checkbox"/>	11. Have all applicable zoning approvals been obtained? <u>Unknown, subject to municipal approval.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Is there a county or areawide subdivision and land development ordinance? <i>The Delaware County Subdivision & Land Development Ordinance is used by some, but not all municipalities. It <u>is not</u> applicable to this municipality.</i>
<input type="checkbox"/>	<input type="checkbox"/>	13. Does this proposal meet the requirements of the ordinance? <u>Not applicable.</u> If no, describe which requirements are not met <u>Not applicable.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Is this proposal consistent with the municipal Act 537 Official Sewage Facilities Plan? If no, describe inconsistency _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision? _____
<input type="checkbox"/>	<input type="checkbox"/>	If yes, is the proposed waiver consistent with applicable ordinances. If no, describe the inconsistencies <u>Not applicable.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Does the county have a stormwater management plan as required by the Stormwater Management Act? <i>Only for the Ridley, Chester, Darby, and Crum Creek watersheds. This project is located in the <u>Darby Creek watershed.</u></i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, will this project plan require the implementation of storm water management measures? _____
18. Name, Title and signature of person completing this section:		
Name: <u>Michael A. Leventry</u>		
Title: <u>Environmental Planner</u> Signature: 		
Date: <u>May 24, 2016</u>		
Name of County or Areawide Planning Agency: <u>Delaware County Planning Department</u>		
Address: <u>Court House & Government Center, 201 W. Front Street, Media, PA 19063</u>		
Telephone Number: <u>610-891-5215</u>		

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

FLOW CHART SUMMARY

See individual signoffs and signatures included in Planning Module

gpd = gallons per day

MGD = Million Gallons per Day

	a. Design and/or Permitted Capacity		b. Present Flows		c. Projected Flows in 5 years (2 years for P.S.)		Sign off Page
	Average	Peak	Average	Peak	Average	Peak	
Radnor Township	180,000 gpd	450,000 gpd	40,000 gpd	100,000 gpd	40,525 gpd	101,313 gpd	6A
RHM	16.8 MGD	20.0 MGD	6.0 MGD	6.5 MGD	10.0 MGD	15.0 MGD	7A
Springfield Twp.	16.8 MGD	22.6 MGD	13.37 MGD	23.37 MGD	13.3 MGD	22.0 MGD	7C
Upper Darby Twp	16.8 MGD	22.6 MGD	13.4 MGD	23.4 MGD	13.3 MGD	22.0 MGD	7D
DCJA	21.7 MGD	29.6 MGD	21.5 MGD	29.5 MGD	21.5 MGD	29.4 MGD	7E
DELCORA	30.0 MGD	60.0 MGD	18.3 MGD	56.27 MGD	19.3 MGD	59.9 MGD	7F
*City of Philadelphia	200 MGD	400 MGD	165.6 MGD	186.4 MGD	172.9 MGD	196 MGD	7A

*MGD Philadelphia SWWPCP



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

Code No.
1-23013-251-3J

SEWAGE FACILITIES PLANNING MODULE

Component 3. Sewage Collection and Treatment Facilities

(Return completed module package to appropriate municipality)

DEP USE ONLY

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

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

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

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

A. PROJECT INFORMATION (See Section A of instructions)

1. Project Name Edward F. McGinley III

2. Brief Project Description Combining six existing Lots, one containing a dwelling and five vacant Lots. The new larger tract will be than be Subdivided into THREE lots. Lot #2 will contain the existing improvements and Lots #1 and 3 will be revised larger Lots for building purposes. There will be a reduction of THREE building lots with this Subdivision .

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

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

C. SITE INFORMATION (See Section C of instructions)

Site (Land Development or Project) Name

Edward F. McGinley III

Site Location Line 1
741 Newtown Road

Site Location Line 2

Site Location Last Line -- City
Villanova

State
Pa

ZIP+4
19085

Latitude
40-01-20

Longitude
75-22-20

Detailed Written Directions to Site From the intersection of Sproul Road Rt 320 and Conestoga Road travel south on Sproul Road Rt 320 for approx. 0.75 mi. to the tee intersection with Camp Woods Road. Turn right (west) onto Camp Woods Road and travel approx. 750 ft to the tee intersection with Camp Woods Circle. Turn right (north) onto Camp Woods Circle. ~~The site is located at the end of the cul-de-sac.~~

Description of Site The site contains a former horse stable, which has been converted to a dwelling and a inground swimming pool. It has driveway access onto Camp Woods Circle and Newtown Road

Site Contact (Developer/Owner)

Last Name

First Name

MI Suffix

Phone

Ext.

McGinley

Edward

F

610-525-4344

Site Contact Title

Site Contact Firm (if none, leave blank)

Owner

FAX

Email

Mailing Address Line 1

741 Newtown Road

Mailing Address Line 2

Mailing Address Last Line -- City

Villanova

State
Pa

ZIP+4
19085

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

Last Name

First Name

MI

Suffix

Houtmann

Matthew

R

Title

Consulting Firm Name

Project Engineer

G. D. HOutman & Son, Inc.

Mailing Address Line 1

139 East Baltimore Pike

Mailing Address Line 2

Address Last Line -- City

Media

State
Pa

ZIP+4
19063

Country

Email

mrh@gdhoutman.com

Area Code + Phone

610- 565-6363

Ext.

Area Code + FAX

E. AVAILABILITY OF DRINKING WATER SUPPLY

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

Individual wells or cisterns.

A proposed public water supply.

An existing public water supply.

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

Name of water company: Aqua Pennsylvania

F. PROJECT NARRATIVE (See Section F of instructions)

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

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

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

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

1. COLLECTION SYSTEM

a. Check appropriate box concerning collection system

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

LATERAL TIE-IN!

Clean Streams Law Permit Number THERE IS NO CLEAN STREAM LAW PERMIT NUMBER

b. Answer questions below on collection system

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

Connections 2

Name of:

existing collection or conveyance system RADNEX TOWNSHIP

owner RADNEX TOWNSHIP

existing interceptor RHM INTERCEPTOR

owner RHM AUTHORITY

2. WASTEWATER TREATMENT FACILITY

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

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

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

Name of existing facility PHILA. SWWPCP

NPDES Permit Number for existing facility 26671

Clean Streams Law Permit Number 5173401

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

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

As an authorized representative of the permittee, I confirm that the PHILA. SWWPCP (Name from above) sewage treatment facilities can accept sewage flows from this project without adversely affecting the facility's ability to achieve all applicable technology and water quality based effluent limits (see Section I) and conditions contained in the NPDES permit identified above.

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

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

Agent Signature Eric Ponert Date 2/23/17

(Also see Section I. 4.)

G. PROPOSED WASTEWATER DISPOSAL FACILITIES (Continued)

3. PLOT PLAN

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

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

4. WETLAND PROTECTION

YES NO

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

5. PRIME AGRICULTURAL LAND PROTECTION

YES NO

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

6. HISTORIC PRESERVATION ACT

YES NO

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

7. PROTECTION OF RARE, ENDANGERED OR THREATENED SPECIES

Check one:

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

Applicant or Consultant Initials _____.

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

- An alternative sewage facilities analysis has been prepared as described in Section H of the attached instructions and is attached to this component.
The applicant may choose to include additional information beyond that required by Section H of the attached instructions.

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

1. Waters designated for Special Protection

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

2. Pennsylvania Waters Designated As Impaired

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

3. Interstate and International Waters

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

4. Tributaries To The Chesapeake Bay

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

Name of Permittee Agency, Authority, Municipality _____

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

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

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

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

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

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

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

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

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection	180000	450000	40000	100000	40525	101313
Conveyance						
Treatment *	<u>200</u>	<u>400</u>	<u>1656</u>	<u>186.4</u>	<u>172.9</u>	<u>196</u>

3. Collection and Conveyance Facilities * (MGD) Phila. SWWPCP

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

YES NO

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

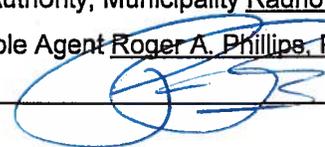
If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting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

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

- b. Collection System

Name of Agency, Authority, Municipality Radnor Township

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

Agent Signature  Date _____

Agent Signature _____ Date _____

CHAPTER 94 CONSISTENCY DETERMINATION (Continued)

c. Conveyance System

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

Name of Responsible Agent David Adams

Agent Signature *David Adams*

Date 07/13/2018

4. Treatment Facility

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

YES NO

- a. YES NO This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

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

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

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

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

Agent Signature *Eric Ponert*

Date 2/23/17

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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

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

1. Project Flows 525 gpd

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

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

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

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

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

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality ~~Radnor~~ SEE 6A

Name of Responsible Agent _____

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

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

1. Project Flows 525 gpd
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- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

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

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

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

J. CHAPTER 94 CONSISTENCY DETERMINATION (Continued)

c. Conveyance System

Name of Agency, Authority, Municipality Springfield Township

Name of Responsible Agent Lee Fulton, Township Manager

Agent Signature *Lee Fulton*

Date 8-27-16

4. Treatment Facility

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

YES NO

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

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

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

b. Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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

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

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

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

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

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

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

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

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

J. CHAPTER 94 CONSISTENCY DETERMINATION (Continued)

c. Conveyance System

Name of Agency, Authority, Municipality Upper Darby Township

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

Agent Signature *Daniel R. Lutz*

Date 8/30/16

4. Treatment Facility

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

YES NO

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

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

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

b. Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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

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

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

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

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

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

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

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance	21699503	29669503	2150874	29540874	21469225	29439225
Treatment						

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____ Date _____

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

c. Conveyance System

Name of Agency, Authority, Municipality DORM CREEK JOINT AUTHORITY

Name of Responsible Agent CHARLES CATANIA

Agent Signature *Charles Catania*

Date 3/13/17

4. Treatment Facility

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

YES NO

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

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

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

b. Name of Agency, Authority, Municipality _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

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

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

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- 2. Recycle and reuse is proposed and the information requested in Section K-2 of the planning module instructions is attached.
- 3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
- 4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

L. PERMEABILITY TESTING (See Section L of Instructions)

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

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

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

DARBY CREEK JOINT AUTHORITY

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

October 20, 2016
File No. 83800-112-RHM

Stephen J. Wasylyszyn
G.D. Houtman & Son, Inc.
139 E. Baltimore Pike
Media, Pa 19063

Re: McGinley
741 Newtown Rd, Radnor Township
Flow Allocation

Dear Mr. Wasylyszyn:

At its meeting on October 19, 2016 the Darby Creek Joint Authority Board approved the flow allocation of 525 gpd for the above-referenced project. In accordance with the October 2007 Capacity Management Plan for the Darby Creek Interceptor approved by PA DEP on February 12, 2008, the Authority has the capacity to receive the flows, and the flow will not create a hydraulic overload or 5-year project overload. A copy of the 5-year flow projection is attached.

Very truly yours,



Charles J. Catania, Jr., PE
Authority Engineer

CJC,Jr/cd
Enclosure

cc: Anthony Casadei
Dave Adams, RHM

Darby Creek Joint Authority
Capacity Management Plan
Flow Allocation Summary

Date	Location	Use	DCJA System Total		RHM Total		DCJA Member Total	
			Approved	Balance	Approved	Balance	Approved	Balance
Oct-07	Jackson Ave, Darby Twp (JO)	Residential	825.00	87775.00	46987.50	525.00	42787.50	
Oct-07	3817 Denison Ave, Upper Darby	Residential	1050.00	88725.00	46987.50	1050.00	41737.50	
	2006 I & J Credit (RHM)		-10500.00	89225.00	-10500.00	57487.50	41737.50	
Feb-08	442 Poplar St, Sharon Hill	Residential	1050.00	98175.00	57487.50	1050.00	40887.50	
Feb-08	537 Grand Ave, Haverford	Residential	262.5	97912.50	262.5	57225.00	40887.50	
Feb-08	102 Lovella Ave, Radnor	Residential	2363.5	95549.00	2363.5	54861.50	40887.50	
Feb-08	115 Pelt Ave, Radnor	Residential	262.5	95286.50	262.5	54599.00	40887.50	
Apr-08	851 W Lancaster Ave, Tredyffrin	Commercial	8750	86536.50	8750.0	45849.00	40887.50	
Apr-08	Haverford Reserve, Haverford	Residential	8705	77831.50	8705.0	37144.00	40887.50	
May-08	34 Reese Ave, Newtown	Residential	1050	76781.50	1050.0	36094.00	40887.50	
May-08	540-542 Folcroft Ave, Folcroft	Residential	525.00	76258.50	525.00	36094.00	525.00	40162.50
Jul-08	Bycamore Ave, Upper Darby	Residential	3150	73108.50	36094.00	3150	37012.50	
Jul-08	971 S Hunt Rd, Radnor	Residential	262.5	72844.00	262.5	35631.50	37012.50	
Sep-08	238 N Aberdeen Ave, Radnor	Residential	262.5	72581.50	262.5	35669.00	37012.50	
Sep-08	2007 I & J Credit (RHM)		-21348	83929.50	-21348	56917.00	37012.50	
Oct-08	1974 Sprout Rd, Marple	Commercial	80	83849.50	80	56837.00	37012.50	
Oct-08	813 W Lancaster Ave, Radnor	Commercial	0	83849.50	0	56837.00	37012.50	
Oct-08	4812 Drexelbrook Dr, Upper Darby	Commercial	12400	81449.50	56837.00	12400	24812.50	
Nov-08	317 Dorset Rd, Easttown	Residential	787.5	80662.00	787.5	56049.50	24812.50	
Nov-08	519 Kaiser Dr, Folcroft	Commercial	1710	78952.00	56049.50	1710	22902.50	
Dec-08	1628 Ashton Rd, Haverford	Residential	262.5	78689.50	262.5	55787.00	22902.50	
Dec-08	112 N Main Rd, Marple	Residential	1575	77114.50	1575	54212.00	22902.50	
Jan-09	1020 Ridgeway Ave, Darby Borough	Commercial	262.5	76952.00	54212.00	262.5	22640.00	
Jan-09	MacDade & Chestnut, Darby Borough	Commercial	2117.5	74734.50	54212.00	2117.5	20522.50	
Feb-09	1294 Fairview Ave, Haverford	Residential	525	74209.50	525	53687.00	20522.50	
Feb-09	1239 Leedom Rd, Haverford	Residential	262.5	73947.00	262.5	53424.50	20522.50	
Feb-09	1300 Fairview Ave, Haverford	Residential	525	73422.00	525	52899.50	20522.50	
Feb-09	145 King of Prussia Rd, Radnor	Commercial	12451	60971.00	12451	40448.50	20522.50	
Mar-09	Cowenly Woods, Springfield	Residential	6037.5	54933.50	40448.50	6037.5	14485.00	
Mar-09	200 N Radnor-Chester Rd, Radnor	Commercial	8025	46908.50	8025	32423.50	14485.00	
Mar-09	221-223 Bella Vista Rd, Easttown	Residential	262.5	46846.00	262.5	32181.00	14485.00	
Mar-09	1301 Fairview Ave, Haverford	Residential	262.5	46383.50	262.5	31899.50	14485.00	
Apr-09	1020 Ridge Ave, Darby Borough	Commercial	1312.5	45071.00	31899.50	1312.5	13172.50	
May-09	1344 West Chester Pike, Haverford	Residential	262.5	44808.50	262.5	31638.00	13172.50	
	2008 I & J Credit (RHM)		-37717.00	82625.50	-37717.00	69353.00	13172.50	
Jun-09	20 Suncy Dr, Newtown	Residential	262.5	82263.00	262.5	69090.50	13172.50	
Jul-09	Eastern University (Fowler), Radnor	Institutional	2000	80263.00	2000	67990.50	13172.50	
Sep-09	5050 Fairway Rd, Upper Darby	Commercial	533	78730.00	67990.50	533	12639.50	
	I & J Credit (Upper Darby Twp)		-8014	87744.00	67990.50	-8014	20693.50	
Oct-09	Collingdale Swim Club	Residential	262.5	87481.50	67990.50	262.5	20391.00	
Nov-09	2828 Franklin Ave, Marple	Residential	262.5	87219.00	262.5	65828.00	20391.00	
Nov-09	222 Sugarloaf Rd, Radnor	Commercial	0	87219.00	65828.00	0	20391.00	
Nov-09	408 Lansdowne Ave, Yeadon	Residential	600	86919.00	65828.00	600	19791.00	
Dec-09	45 Maple Rd, Haverford	Residential	262.5	86358.50	262.5	65655.50	19791.00	
May-10	815 Newtown Rd, Radnor	Residential	787.5	85569.00	787.5	65778.00	19791.00	
Oct-10	Bon Air & Royal Aves, Haverford	Residential	262.5	85306.50	262.5	65515.50	19791.00	
Nov-10	416 B 4th St, Darby	Residential	2243	83063.50	65515.50	2243	17548.00	
Nov-10	111 B Wyzcombe Ave, Lansdowne	Residential	262.5	82801.00	65515.50	262.5	17285.50	
Nov-10	24-48 Baltimore Ave, Lansdowne	Residential	0	82801.00	65515.50	0	17285.50	
Dec-10	513 B Roberts Rd, Radnor	Residential	262.5	82638.50	262.5	65283.00	17285.50	
Apr-11	MacDade & Chestnut, Darby Borough	Commercial	1837.5	80701.00	65283.00	1837.5	15448.00	
Jan-11	1313 Center Rd, Haverford	Residential	525	80176.00	525	64728.00	15448.00	
Jan-11	1001 Cedar Ave, Yeadon	Commercial	74	80102.00	64728.00	74	15374.00	
Jan-11	712-714 Sharon Ave, Darby Twp	Residential	525	79577.00	525	64203.00	15374.00	
Jul-11	516-518 Main St, Darby Borough	Commercial	960	78817.00	64203.00	960	14414.00	
Sep-11	412 Conestoga Rd, Radnor	Residential	262.5	78354.50	262.5	63940.50	14414.00	
Oct-11	1217 Bon Air Rd, Haverford	Residential	787.5	77967.00	787.5	63153.00	14414.00	
Oct-11	Ellis Rd - Merion Golf Club	Commercial	240	77327.00	240	62913.00	14414.00	
Nov-11	117 Sugarloaf Rd, Easttown	Residential	262.5	77084.50	262.5	62650.50	14414.00	
Jan-12	1518 Bteel Rd, Haverford	Residential	262.5	76802.00	262.5	62388.00	14414.00	
Jan-12	Courtesy Circle PG Diversion, Radnor	Residential	12337.5	64484.50	12337.5	50050.50	14414.00	
Jan-12	1430 County Line Rd, Radnor	Residential	2625	61839.50	2625	47426.50	14414.00	
Jan-12	Berkley Rd, Tredyffrin	Commercial	1850	60189.50	1850	45775.50	14414.00	
Feb-12	BPG PH 1 of Sector 1, Newtown	Commercial	0	60189.50	0	45775.50	14414.00	
Feb-12	Animal Protection Board, Darby Twp	Institutional	2140	58049.50	45775.50	2140	12274.00	
Mar-12	608 W Wayne Ave, Radnor	Residential	262.5	57787.00	262.5	45513.00	12274.00	
Mar-12	4130 Huey Ave, Upper Darby	Residential	262.5	57524.50	262.5	45513.00	12011.50	
Mar-12	237-245 Lancaster Ave, Radnor	Commercial	-540	56864.50	-540	46053.00	12011.50	
Apr-12	700 Chester Pike, Sharon Hill	Commercial	2800	55264.50	46053.00	2800	9211.50	
Apr-12	231 N Rolling Rd, Springfield	Residential	262.5	55002.00	46053.00	262.5	8949.00	
May-12	700 Chester Pike, Sharon Hill	Commercial	3367	51635.00	46053.00	3367	5582.00	
Oct-12	527 St Davids Ave, Radnor	Residential	262.5	51372.50	262.5	45790.50	5582.00	
Oct-12	370 Main Rd, Radnor	Residential	262.5	51110.00	262.5	45527.00	5582.00	
Nov-12	I&J Credit (Clifton Heights)		-8000	60110.00	45527.00	-8000	14582.00	
Nov-12	254 Davis Ave, Clifton Heights	Residential	2625	57485.00	45527.00	2625	11957.00	
Nov-12	4 Rockbourne Rd, Clifton Heights	Commercial	660	56825.00	45527.00	660	11297.00	
Jan-13	2009 I&J Credit RHM		-76932	133767.00	-76932	122459.00	11297.00	
Jan-13	2010 I&J Credit RHM		-50757	184514.00	-50757	173216.00	11297.00	
Jan-13	2009 I&J Credit Springfield		-26510	211024.00	173216.00	-26510	37807.00	
Jan-13	Haverford Reserve, Haverford	Residential	13134	187890.00	13134	160082.00	37807.00	
Jan-13	200 Ithan Creek Rd, Radnor	Residential	525	197365.00	525	159557.00	37807.00	

Chapter 94 Consistency Table					
Design Capacity		Present Flow		Projected Flow	
Average	Peak	Average	Peak	Average	Peak
21370000	29340000	21370000.0	29340000.0		
21469225	29439225	21370000.0	29340000.0	21469225	29439225
21469225	29439225	21371050.0	29341050.0	21469225	29439225
21469225	29439225	21371312.5	29341312.5	21469225	29439225
21469225	29439225	21373676.0	29343676.0	21469225	29439225
21469225	29439225	21373938.5	29343938.5	21469225	29439225
21469225	29439225	21382888.5	29352888.5	21469225	29439225
21469225	29439225	21391393.5	29361393.5	21469225	29439225
21469225	29439225	21392443.5	29362443.5	21469225	29439225
21469225	29439225	21396643.5	29366643.5	21469225	29439225
21469225	29439225	21398118.5	29368118.5	21469225	29439225
21469225	29439225	21396381.0	29366381.0	21469225	29439225
21469225	29439225	21396643.5	29366643.5	21469225	29439225
21490573	29460573	21396643.5	29366643.5	21469225	29439225
21490573	29460573	21396723.5	29366723.5	21469225	29439225
21490573	29460573	21396723.5	29366723.5	21469225	29439225
21490573	29460573	21409123.5	29379123.5	21469225	29439225
21490573	29460573	21409111.0	29379111.0	21469225	29439225
21490573	29460573	21411621.0	29381621.0	21469225	29439225
21490573	29460573	21411883.5	29381883.5	21469225	29439225
21490573	29460573	21413458.5	29383458.5	21469225	29439225
21490573	29460573	2141721.0	29383721.0	21469225	29439225
21490573	29460573	21415838.5	29385838.5	21469225	29439225
21490573	29460573	21413633.5	29383633.5	21469225	29439225
21490573	29460573	21416622.0	29386622.0	21469225	29439225
21490573	29460573	21417151.0	29387151.0	21469225	29439225
21490573	29460573	21429602.0	29396602.0	21469225	29439225
21490573	29460573	2143539.5	2940539.5	21469225	29439225
21490573	29460573	21443864.5	29413864.5	21469225	29439225
21490573	29460573	21443827.0	29413827.0	21469225	29439225
21490573	29460573	21444189.5	29414189.5	21469225	29439225
21490573	29460573	21445502.0	29415502.0	21469225	29439225
21490573	29460573	21445784.5	29415784.5	21469225	29439225
21528290	29498290	2144784.5	29415784.5	21469225	29439225
21528					

Jan-13	Stratford Station Apts, Tredyffrin	Residential	2625	194740.00	2625	156932.00		37807.00
Jan-13	229 W Wayne Ave, Radnor	Residential	1575	193165.00	1575	155357.00		37807.00
Jan-13	3590 West Chester Pike, Newtown	Commercial	1575	191590.00	1575	153782.00		37807.00
Jan-13	615 Newtown Rd, Radnor	Residential	2100	189490.00	2100	151662.00		37807.00
Jan-13	Munger & Newtown St Rd, Newtown	Residential	787.5	188702.50	787.5	150894.50		37807.00
Mar-13	411 Timber Lane, Newtown	Residential	282.5	188440.00	282.5	150632.00		37807.00
May-13	11 Northwood Rd, Newtown	Residential	282.5	186177.50	282.5	150369.00		37807.00
Jul-13	1504 Steel Rd, Haverford	Residential	282.5	187915.00	282.5	150107.00		37807.00
Jul-13	3599 West Chester Pike, Newtown	Commercial	200	187715.00	200	149907.00		37807.00
Sep-13	50 Hilltop Rd, Haverford	Institutional	100	187615.00	100	149807.00		37807.00
Sep-13	110 S Wycamba Ave, Lansdowne	Residential	282.5	187352.50		149807.00	282.5	37544.50
Sep-13	103-105 Glenwood Ave, Clifton Heights	Residential	525	186827.50		149807.00	282.5	37282.00
Oct-13	1254 Leedom Rd, Haverford	Residential	282.5	186565.00	282.5	149544.50		37282.00
Dec-13	809 Longacre Blvd, Yeadon	Institutional	250	186315.00		149544.50	250	37032.00
Jan-14	115 Stratford Ave, Radnor	Residential	2887.5	183427.50	2887.5	146557.00		37032.00
Feb-14	301 S Valley Forge Rd, Tredyffrin	Residential	1375	182022.50	1375	145282.00		37032.00
Mar-14	3500 West Chester Pike, Newtown	Residential	10500	171592.50	10500	134782.00		37032.00
Mar-14	1220 Chester Pike, Sharon Hill	Commercial	130	171422.50		134782.00	130	36902.00
May-14	30 Lawrence Rd, Marple	Commercial	1427	169995.50	1427	133355.00		36902.00
May-14	2609 Sunset Blvd, Marple	Residential	282.5	169732.50	282.5	133092.50		36902.00
Jun-14	Andreasen Farm, Radnor	Residential	19950	149783.00	19950	113142.50		36902.00
Jul-14	24 W Baltimore Ave, Lansdowne	Commercial	400	149383.00		113142.50	400	36502.00
Sep-14	Burrey Services, Tredyffrin	Commercial	397	148988.00	397	112745.50		36502.00
Oct-14	205 Stratford Rd, Radnor	Residential	1050	147938.00	1050	111695.50		36502.00
Dec-14	217 Pine Tree Rd, Radnor	Residential	282.5	147873.50	282.5	111433.00		36502.00
Dec-14	771-787 E Lancaster Ave, Radnor	Commercial	6055	141618.50	6055	105378.00		36502.00
Jan-15	120-124 Bloomingdale Ave, Radnor	Residential	1050	140598.50	1050	104338.00		36502.00
Jul-15	Vilanova OCID Development	Commercial	-43968	184536.50	-43968	148298.00		36502.00
Jul-15	Elms Preserve	Commercial	15000	169536.50	15000	133296.00		36502.00
Sep-15	Proton, Berkley & Greenhill, Marple	Residential	282.5	169274.00	282.5	133033.50		36502.00
Sep-15	227-229 Plant Ave, Radnor	Residential	1050	168224.00	1050	131983.50		36502.00
Feb-16	Langford Sq, Marple	Residential	787.5	160349.00	787.5	124108.50		36502.00
Feb-16	Emmatus House - Cabrinl, Radnor	Institutional	50	160299.00	50	124058.50		36502.00
Mar-16	2200 West Chester Pike, Marple	Institutional	1050	159249.00	1050	123008.50		36502.00
Apr-16	Spocato - Steel Rd, Haverford	Residential	525	158724.00	525	122483.50		36502.00
Apr-16	Fox Hollow, Marple	Residential	3150	155574.00	3150	119333.50		36502.00
May-16	Brightview, Conestoga Rd, Tredyffrin	Residential	11660	143914.00	11660	107673.50		36502.00
May-16	Fairfield Int, Lawrence Rd, Marple	Commercial	6000	137914.00	6000	101673.50		36502.00
Jun-16	212-216 Bloomingdale Ave, Radnor	Residential	1050	136884.00	1050	100623.50		36502.00
Jul-16	Radnor Library, Radnor	Institutional	774	136090.00	774	89849.50		36502.00
Sep-16	131-133 Garrett Ave, Radnor	Residential	525	135565.00	525	89324.50		36502.00
Sep-16	1235 Steel Rd, Haverford	Residential	282.5	135302.50	282.5	89062.00		36502.00
Oct-16	Baltimore Ave & Jackson St, Clifton Heights	Commercial	1149	134153.50		89062.00	1149	35353.00
Oct-16	741 Newtown Rd, Radnor	Residential	525	133628.50	525	88537.00		35353.00

21699503	29669503	21504763.0	29474763.0	21469225	29439225
21699503	29669503	21506338.0	29476338.0	21469225	29439225
21699503	29669503	21507913.0	29477913.0	21469225	29439225
21699503	29669503	21510013.0	29480013.0	21469225	29439225
21699503	29669503	21510800.5	29480800.5	21469225	29439225
21699503	29669503	21511063.0	29481063.0	21469225	29439225
21699503	29669503	21511325.5	29481325.5	21469225	29439225
21699503	29669503	21511588.0	29481588.0	21469225	29439225
21699503	29669503	21511788.0	29481788.0	21469225	29439225
21699503	29669503	21511888.0	29481888.0	21469225	29439225
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21699503	29669503	21512679.5	29482679.5	21469225	29439225
21699503	29669503	21512938.0	29482938.0	21469225	29439225
21699503	29669503	21513188.0	29483188.0	21469225	29439225
21699503	29669503	21516079.5	29486079.5	21469225	29439225
21699503	29669503	21517450.5	29487450.5	21469225	29439225
21699503	29669503	21527850.5	29497850.5	21469225	29439225
21699503	29669503	21528080.5	29498080.5	21469225	29439225
21699503	29669503	21529507.5	29499507.5	21469225	29439225
21699503	29669503	21529770.0	29499770.0	21469225	29439225
21699503	29669503	21549720.0	29519720.0	21469225	29439225
21699503	29669503	21550120.0	29520120.0	21469225	29439225
21699503	29669503	21550517.0	29520517.0	21469225	29439225
21699503	29669503	21551587.0	29521587.0	21469225	29439225
21699503	29669503	21551828.5	29521828.5	21469225	29439225
21699503	29669503	21557884.5	29527884.5	21469225	29439225
21699503	29669503	21558934.5	29528934.5	21469225	29439225
21699503	29669503	21514968.5	29484968.5	21469225	29439225
21699503	29669503	21529968.5	29499968.5	21469225	29439225
21699503	29669503	21530229.0	29500229.0	21469225	29439225
21699503	29669503	21531279.0	29501279.0	21469225	29439225
21699503	29669503	21539154.0	29509154.0	21469225	29439225
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21699503	29669503	21543929.0	29513929.0	21469225	29439225
21699503	29669503	21552589.0	29525589.0	21469225	29439225
21699503	29669503	21551588.0	29511588.0	21469225	29439225
21699503	29669503	21562639.0	29532639.0	21469225	29439225
21699503	29669503	21563413.0	29533413.0	21469225	29439225
21699503	29669503	21563938.0	29533938.0	21469225	29439225
21699503	29669503	21564200.5	29534200.5	21469225	29439225
21699503	29669503	21565349.5	29535349.5	21469225	29439225
21699503	29669503	21565874.5	29535874.5	21469225	29439225

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

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

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

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

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

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

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance	30.0 MGD	60.0 MGD	18.13 MGD	56.27 MGD	19.30 MGD	59.90 MGD
Treatment						

3. Collection and Conveyance Facilities

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

YES NO

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

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

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

b. Collection System

Name of Agency, Authority, Municipality Radnor Township

Name of Responsible Agent _____

Agent Signature _____ Date _____

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

c. Conveyance System

Name of Agency, Authority, Municipality DELCTORA

Name of Responsible Agent: Robert J. Willert

Agent Signature *Robert J. Willert*

Date 12/13/2016

4. Treatment Facility

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

YES NO

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

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

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

- b. Name of Agency, Authority, Municipality Philadelphia Water Department

Name of Responsible Agent _____

Agent Signature _____

Date _____

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

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

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

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

L. PERMEABILITY TESTING (See Section L of instructions)

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

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

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



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

December 13, 2016

Stephen J. Wasylyszyn
G. D. Houtman & Son, Inc.
139 E. Baltimore Pike
Media, PA 19063

RE: Sewer Planning Module
Edward F. McGinley Subdivision
741 Newtown Road, Radnor Township
Tapping Fee

Dear Mr. Wasylyszyn:

Per your letter of November 29, 2016, the payment of the \$2,000.00 tapping fee will be due and payable to DELCORA prior to obtaining a building permit(s) for the two remaining building lots adjacent to the above mentioned property.

Please note that this is a one-time exception to our standard procedure of sewer planning module approval prior to receipt of the required tapping fee.

The sewer planning module exemption form has been approved and signed for this project.

Sincerely,

Robert J. Willert
Executive Director

RJW:bab
enclosure

cc: E. Bothwell – via email
C. Catania, Jr., CEA – via email
Accounting – via email
File – Project #2016-1050 & log #2016-1351

ADMINISTRATION

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

CUSTOMER SERVICE/BILLING

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

PURCHASING & STORES

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

PLANT & MAINTENANCE

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

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

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

O. SEWAGE MANAGEMENT (See Section O of instructions)

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

Yes No

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

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

2. Project Flows _____ gpd

Yes No

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

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

(For completion by non-municipal facility agent)

4. Collection and Conveyance Facilities

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

Yes No

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

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

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

- b. Collection System

Name of Responsible Organization _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

- c. Conveyance System

Name of Responsible Organization _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

5. Treatment Facility

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

Yes No

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

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

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

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

(For completion by the municipality)

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

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

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

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

Yes No

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

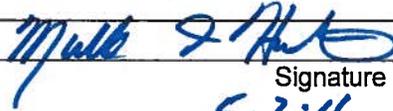
P. PUBLIC NOTIFICATION REQUIREMENT cont'd. (See Section P of instructions)

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

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

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

Matthew R. Houtmann, PE - Consultant
Name (Print)


Signature

G. D. Houtman & Son, Inc., project Engineers
Title

5.2.16
Date

139 East Baltimore Pike, Media, Pa 19063
Address

6105656363

Telephone Number

R. REVIEW FEE (See Section R of instructions)

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

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

County Recorder of Deeds for Delaware County, Pennsylvania

Deed Volume 6 Existing Lots REDUCING to 3 Lots Book Number 6 deeds all DB 1156

Page Number 6 deeds starting pg 2333 to 2346 Date Recorded October 9, 1993

w/only 2 NEW CONNECTIONS AS OPPOSED TO 5 EXISTING VACANT LOTS

B01330201
not insured

28134
COMMONWEALTH LAND
TITLE INSURING CO. CALIF. ANY.

DEED

THIS INDENTURE Made the 30th day of August in the year of our Lord one thousand nine hundred and ninety-three (1993)

BETWEEN EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife (hereinafter called the Grantors), of the one part, and EDWARD F. MCGINLEY, III (hereinafter called the Grantee), of the other part,

WITNESSETH, That the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, his heirs, executors, administrators and assigns,

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described in accordance with a Plan of Subdivision made for First Haverford Corporation by Henry S. Conroy, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania, dated September 6th, 1966 and last revised April 18th, 1967, as follows, to wit:

BEGINNING at a point in the center of the cul-de-sac, at the end of Road "B" (now called Camp Woods Circle) (Sixty feet wide), (the cul-de-sac having a diameter of One hundred twelve feet), which last mentioned point is measured the four following courses and distances along the center line of Camp Woods Circle from its intersection with the center line of Road "A" (now called Camp Woods Road) (Sixty feet wide); (1) North twenty four degrees, one minute, forty nine seconds West, sixty nine and thirty seven one-hundredths feet; (2) on the arc of a circle curving to the right with a radius of Two hundred seventeen and fifty three one-hundredths feet, the arc distance of One hundred forty four and forty five one-hundredths feet, the chord of said arc bearing North five degrees, no minutes, twenty six seconds West, and distance being One hundred forty one and eighty one one-hundredths feet; (3) North fourteen degrees, no minutes, fifty seven seconds East, Ninety three and seventy one-hundredths feet; (4) on the arc of a circle curving to the left with a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of One hundred twenty six and eighty five one-hundredths feet, the chord of said arc bearing North seven degrees, fifty three minutes, forty five seconds East, and distance being One hundred twenty six and sixty one one-hundredths feet; thence from said first mentioned point of beginning along lots #36 and 35, on the arc of a circle curving to the left with a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of Two

hundred forty feet, the chord of said arc bearing North nine degrees, forty eight minutes, thirteen seconds West, and distance being Two hundred thirty eight and thirty seven one-hundredths feet to a corner of lot #34 in the bed of a Twenty feet wide drainage and sewer easement; thence along lot #34, North sixty eight degrees, thirty seven minutes, one second East, Two hundred seventy five feet to a point, a corner in line of lot #29; thence along lots #29 and 30, South eleven degrees, thirty eight minutes, fourteen seconds East, One hundred fifty six and nine one-hundredths feet to a point, a corner of lot #32; thence along lot #32, the two following courses and distances: (1) South seventy six degrees, eleven minutes, twenty seconds West, Two hundred forty two and ninety one one-hundredths feet to a point; (2) on the arc of a circle curving to the right with a radius of Six hundred thirteen and seventy seven one-hundredths feet, the arc distance of One hundred twenty two and seventy one-hundredths feet, the chord of said arc bearing South four degrees, twelve minutes, twenty six seconds East, and distance of One hundred twenty two and fifty one-hundredths feet to a point in line of lot #31 and in the bed of the cul-de-sac; thence along lot #31 in the cul-de-sac, South eighty three degrees, fifty eight minutes, twenty four seconds West, Twenty and eighteen one-hundredths feet to the first mentioned point and place of beginning. Being lot #33 on said plan.

BEING Lot #33 Camp Woods Circle.

BEING Delaware County Folio No. 36-04-02098-03.

TOGETHER with and UNDER and SUBJECT to a certain 20" feet wide sanitary sewer drainage and utility easement thru and along the Southwesterly side of Lot #33 as shown on plan.

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County Delaware, Commonwealth of Pennsylvania, described in accordance with a Plan of Subdivision for First Haverford Corp., made by Henry S. Conrey, Inc., Division of Chester Valley Engineers, dated September 6, 1966 and last revised April 2, 1969 as follows, to wit:

BEGINNING at a point on the Southerly side of a Fifty foot wide right-of-way, being a Twenty foot wide extension of Atterbury Road, said point also being on the center line of a Twenty foot wide utility easement; thence leaving the bed of said utility easement and extending along lot #29, the two following courses and distances: (1) North sixty six degrees, forty minutes, fifty seconds East, Two hundred fifty one feet to a point; (2) South thirty two degrees, nine minutes, forty six seconds East, one hundred thirty and seventy nine one-hundredths feet to a point, a corner of lot #33; thence extending along Lot #33, South sixty eight degrees, thirty seven minutes one second West, Two hundred seventy five feet to a point in the center line of a Twenty foot wide utility easement, as aforesaid; thence extending along the same, the following two courses and

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distances: (1) on the arc of a circle, curving to the left, having a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of One and fifty nine one-hundredths feet (the chord of said arc bearing North twenty one degrees, twenty seven minutes, thirty four seconds West, for a distance of One and fifty nine one-hundredths feet) to a point of tangent and (2) North twenty one degrees, thirty two minutes, ten seconds West, One hundred eighteen and forty two one-hundredths feet to the first mentioned point and place of beginning.

BEING Lot #34 on said plan.

BEING Lot #34 Atterbury Road.

BEING Delaware County Folio No. 36-04-02044-02.

TOGETHER with and UNDER and SUBJECT to a certain twenty feet wide sanitary sewer drainage and utility easement thru and along the Southwesterly side of Lot #34 as shown on said plan.

THE Owners (and tenants, occupiers and users holding thereunder) of Lots #29, 34 and 35 shall have the right of ingress and egress to their respective lots over a common fifty feet wide right of way, being a twenty foot extension of Atterbury Road.

AS TO LOT 33 and LOT 34, BEING the same premises which John B. Flick, Jr., Widower, by Deed dated September 30, 1974 and recorded on October 4, 1974 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania, granted and conveyed unto Edward F. McGinley, III and Deborah B. McGinley, his wife, in fee.

WHEREAS, the deed from First Haverford Corporation recorded in Deed Book 2256, page 704 conveying fee title to lots 28, 29 and 34 as shown on the aforesaid Plan of Subdivision (the "plan") provided in part: "The Owners and tenants, occupiers and users holding thereunder of lots #29, 34 and 35 shall have the right of ingress and egress to their respective lots over a common Fifty feet wide right of way, being a Twenty foot extension of Atterbury Road"; and

WHEREAS, Grantee holds fee title to said lot 35 and by virtue hereof is being vested with fee title and said lot 34. The fee owner of lot 29 and Grantee are the fee owners of all the land benefitted and burdened by said right of way, the location of which is as described on the Plan;

NOW, THEREFOR, Grantors and Grantee, for themselves, their heirs and assigns, hereby covenant, agree and declare that said right of way shall hereafter also inure to the benefit of the owners, and the tenants, occupiers and users holding thereunder, of (1) each and every lot into which all or any part or parts of said lot 29 shall now or hereafter be subdivided or from time to

time be resubdivided or combined and (2) the land described in a deed from John A. Miller and Ruth S. Miller and John B. Flick, Jr., et ux, dated May 25, 1953 and recorded May 28, 1953 in the office of the Recorder of Deeds for Delaware County, Deed Book 1701, page 4, and of each and every lot into which all or any part or parts of said land shall now or hereafter be subdivided or combined or from time to time be resubdivided or recombined."

THIS IS A CONVEYANCE BETWEEN PERSONS WHO WERE PREVIOUSLY HUSBAND AND WIFE WHO HAVE SINCE BEEN DIVORCED WHERE THE SUBJECT PROPERTY WAS ACQUIRED BY THE HUSBAND AND WIFE PRIOR TO THE GRANTING OF THE FINAL DECREE OF DIVORCE. THEREFORE THIS CONVEYANCE IS EXEMPT FROM REALTY TRANSFER TAX PURSUANT TO 72 P.S. §8102-C.3(6).

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described above, together with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, executors, administrators and assigns, to and for the only proper use and behoof of the said Grantee, his heirs, executors, administrators and assigns forever.

UNDER AND SUBJECT, as aforesaid.

AND the said Grantors, for themselves and their heirs, executors, administrators and assigns do covenant, promise and agree, to and with the said Grantee, his heirs, executors, administrators and assigns, by these presents, that they, the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under him, her, them, or any of them, shall and will, Subject as aforesaid, WARRANT and forever DEFEND.

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In Witness whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Edward F. McGinley III (SEAL)
EDWARD F. MCGINLEY, III

Deborah B. McGinley (SEAL)
DEBORAH B. MCGINLEY

VOL: 1156 PG2337

STATE OF *Pennsylvania* :
:SS
COUNTY OF *Philadelphia*

On this, the *1st* day of *October*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared EDWARD F. MCGINLEY, III who acknowledged that his name is subscribed to the within Deed and that he executed the same as his free act and Deed and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial seal.

My Commission Expires:

Clyde M. Lawrence

NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF *Pennsylvania* :
:SS
COUNTY OF *Philadelphia*

On this, the *30th* day of *August*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared DEBORAH B. MCGINLEY who acknowledged that her name is subscribed to the within Deed and that she executed the same as her free act and Deed and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial seal.

My Commission Expires:

Deborah M. General

NOTARY PUBLIC

[NOTARIAL SEAL]

Notarial Seal
Deborah M. General, Notary Public
Philadelphia, Pennsylvania
My Commission Expires Feb 28, 1994

VOLUME 1:56 PG2338

RECORDER OF DEEDS
DELAWARE CO., PA.

Anna D. J. J. J.

086776

53 OCT 12 PM 4:05

DEED

EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife

to

EDWARD F. MCGINLEY, III

*24.00
13.00
E.S.*

PREMISES: Lot 33 Camp Woods Circle
Lot 34 Atterbury Road
Radnor Township
Delaware County, Pennsylvania

BRING DELAWARE COUNTY FOLIO NOS. 36-04-02098-03 (Lot 33 Camp Woods Circle) and 36-04-02044-02 (Lot 34 Atterbury Road)

The address of the within named Grantees
is: 741 Newtown Road, Villanova, Pennsylvania
19085

Record and return to:

James J. Binns, Esquire
3200 Mellon Bank Center
1735 Market Street
Philadelphia, Pennsylvania 19103

✓

@CTIC/# 28134

10/11/93 11:56 PM 2339

DOI 3302CN
Not Insured

28134
COMMONWEALTH OF PENNSYLVANIA

DEED

THIS INDENTURE Made the 30th day of August in the year of our Lord one thousand nine hundred and ninety-three (1993)

BETWEEN EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife (hereinafter called the Grantors), of the one part, and EDWARD F. MCGINLEY, III (hereinafter called the Grantee), of the other part,

WITNESSETH, That the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, his heirs, executors, administrators and assigns,

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 Plan of Sub-division made for First Haverford Corp., by Henry S. Conroy, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania, dated September 6th, 1966 and revised October 7th, 1966, as follows, to wit:

BEGINNING at an iron pin, a corner of land of B. Harris, on the Northeasterly side of a One hundred feet wide right of way, leading from Newtown Road to the Northwest in a Southeasterly direction, at the distance of One thousand five hundred seventy seven and seventy one one-hundredths feet measured along the Northeast side of said right of way on a course of South twenty degrees, twenty seven minutes, ten seconds East from a railroad spike in the bed of Newtown Road; thence by land of B. Harris, the two following courses and distances: (1) North sixty nine degrees, forty one minutes, forty seconds East, Two hundred forty five and eighty one one-hundredths feet to an iron pin; (2) North sixty six degrees, forty minutes, fifty seconds East, One hundred thirty seven feet to a point, a corner of lot #29 at the Southeast end of Atterbury Road, as dedicated to public use; thence along lots #29 and 34 through the center line of a Twenty feet wide utility easement, South twenty one degrees, thirty two minutes, ten seconds East, One hundred thirty eight and forty two one-hundredths feet to a point of curve; thence along lots #34, 33 and partly in the cul-de-sac at the end of Road "B", now called Camp Woods Circle, as laid out on said plan, Southeastwardly on the arc of a circle curving to the right with a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of Three hundred eight and forty three one-hundredths feet to a corner of lot #38 on said plan; thence along lot #38, the two following courses and distances: (1) North eighty one degrees, forty six minutes,

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twenty six seconds West, Two hundred thirty feet to a point (2) South ten degrees, forty three minutes, five seconds West, One hundred ninety nine and seven one-hundredths feet to a point in line of lot #21; thence partly along lot #21 and partly along lot #20 through the middle of a Fifteen feet wide sanitary sewer easement, North eighty nine degrees, thirty three minutes, forty three seconds West, One hundred twenty three and seventy one one-hundredths feet to a point, a corner of lot #41; thence along lot #41, the four following courses and distances: (1) North nine degrees, seventeen minutes, twenty eight seconds East, Eighty five and fifty one-hundredths feet to a point; (2) North nineteen degrees, thirty three minutes, thirty seconds West, Two hundred seventy feet to a point; (3) North sixty nine degrees, fifty six minutes, fifty seconds East, Sixty one and twenty five one-hundredths feet to a point; (4) North twenty degrees, twenty seven minutes, ten seconds West, One hundred and forty three one-hundredths feet to the first mentioned point and place of beginning. Containing Three and nine hundred twenty four one-thousandths acres of land. Being lots #35, 36 and 37 on said plan.

BEING Lot 35 Atterbury Road, Lot 36 Camp Woods Circle and Lot 37 Camp Woods Circle.

Lot 35 Atterbury Road being known, named and identified as Delaware County Folio No. 36-04-02044-03.

Lot 36 Camp Woods Circle being known, named and identified as Delaware County Folio No. 36-04-02098-04.

Lot 37 Camp Woods Circle being known, named and identified as Delaware County Folio No. 36-04-02098-05.

BEING the same premises which First Haverford Corporation, a Pennsylvania corporation, by Deed dated October 31, 1966 and recorded on November 1, 1966 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania in Book 2255, page 681 granted and conveyed unto Edward F. McGinley, III and Deborah B. McGinley, his, wife, in fee.

TOGETHER WITH the following easement and subject to the obligation provided hereafter which said obligations the grantee by acceptance and recording of this Deed undertakes, as follows:

The Owner (and tenants, occupiers and users holding thereunder) of lots #35, 37, 39, 40, 41, 42, 43 and 44 shall have a perpetual easement for the use, for ingress, egress and regress to and from their respective lots, of a One hundred feet wide right of way and existing cartway as shown on this Subdivision made for First Haverford Corporation by Henry S. Conroy, Inc., dated September 6, 1966, leading from Newtown Road to the North in a Southerly direction to a point One hundred and forty three one-hundredths feet South of the boundary line (as theoretically extended across said right of way) dividing said lots from

adjoining property of H. B. T. Montgomery to the North said easement to be held by said lot owners in common with each other and in common with First Haverford Corporation, its successors and assigns for the benefit of any of the First Haverford Corporation's remaining lots it may designate; subject to the liability of said owners of lots #35 and 37, 39, 40, 41, 42, 43 and 44 to share equally. "(The owner of lots 35 and 37 being liable only for a one-seventh share until such time as he may subdivide and separately convey either lot 35 or 37)" the expense of the proper maintenance in good order and repair of said right of way including said cartway therein; provided further that if any lot owner shall fail at any time to agree promptly to share and pay said expense, or if agreed than fail to pay same, the Township of Radnor is hereby given the right to make necessary repairs and assess the property expense thereof against said lot owner, with right to lien if said assessment is unpaid.

AND the Owners (and tenants, occupiers and users holding thereunder) of lots #29, 34 and 35 shall have the right of ingress and egress to their respective lots over a common Fifty feet wide right of way, being a Twenty foot extension of Atterbury Road.

THIS IS A CONVEYANCE BETWEEN PERSONS WHO WERE PREVIOUSLY HUSBAND AND WIFE WHO HAVE SINCE BEEN DIVORCED WHERE THE SUBJECT PROPERTY WAS ACQUIRED BY THE HUSBAND AND WIFE PRIOR TO THE GRANTING OF THE FINAL DECREE OF DIVORCE. THEREFORE THIS CONVEYANCE IS EXEMPT FROM REALTY TRANSFER TAX PURSUANT TO 72 P.S. §8102-C.3(6).

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described above, together with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, executors, administrators and assigns, to and for the only proper use and behoof of the said Grantee, his heirs, executors, administrators and assigns forever.

UNDER AND SUBJECT, as aforesaid.

AND the said Grantors, for themselves and their heirs, executors, administrators and assigns do covenant, promise and agree, to and with the said Grantee, his heirs, executors, administrators and assigns, by these presents, that they, the said Grantors and their heirs, all and singular the hereditaments and premises

hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under him, her, them, or any of them, shall and will, Subject as aforesaid, WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Edward F. McGinley, III (SEAL)
EDWARD F. MCGINLEY, III

Deborah B. McGinley (SEAL)
DEBORAH B. MCGINLEY

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STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

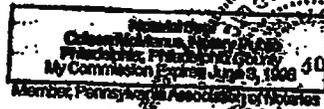
On this, the *1st* day of *October*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared EDWARD F. MCGINLEY, III who acknowledged that his name is subscribed to the within Deed and that he executed the same as his free act and Deed and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial seal.

My Commission Expires:

Charles M. [Signature]
NOTARY PUBLIC

[NOTARIAL SEAL]



STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

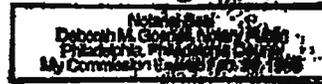
On this, the *30th* day of *August*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared DEBORAH B. MCGINLEY who acknowledged that her name is subscribed to the within Deed and that she executed the same as her free act and Deed and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial seal.

My Commission Expires:

Deborah B. [Signature]
NOTARY PUBLIC

[NOTARIAL SEAL]



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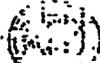
RECORDER OF DEEDS
DELAWARE, D.E.F.A.

Thomas J. Gifford

086777

93 OCT 12 PM 4:05

DEED



EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife

to

EDWARD F. MCGINLEY, III

PREMISES: Lot 35 Atterbury Road
Lot 36 Camp Woods Circle
Lot 37 Camp Woods Circle
Radnor Township
Delaware County, Pennsylvania

2200
1300
ES

BEING DELAWARE COUNTY FOLIO NOS. 36-04-02044-03 (Lot 35 Atterbury Road), 36-04-02098-04 (Lot 36 Camp Woods Circle), and 36-04-02098-05 (Lot 37 Camp Woods Circle)

The address of the within named Grantees is: 741 Newtown Road, Villanova, Pennsylvania 19085

Record and return to:

James J. Binns, Esquire
3200 Mellon Bank Center
1738 Market Street
Philadelphia, Pennsylvania 19103

CLTIC/ # 28134

VOL. 156 PG 2345

B013302CN
Not Injured

28134
COMMONWEALTH OF PENNSYLVANIA
TITLE

DEED

THIS INDENTURE Made the 30th day of August in the year of our Lord one thousand nine hundred and ninety-three (1993)

BETWEEN EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife... (hereinafter called the Grantors), of the one part, and EDWARD F. MCGINLEY, III (hereinafter called the Grantee), of the other part,

WITNESSETH, That the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, his heirs, executors, administrators and assigns,

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in accordance with a Plan of Subdivision made for First Haverford Corporation, by Henry S. Conrey, Inc., Division of Chester Valley Engineers, dated September 6th, 1966 and last revised April 18th, 1967, as follows, to wit:

BEGINNING at a point in the center line of Road "B" on said plan, now called Camp Woods Circle (Sixty feet wide), at the distance of One hundred ninety eight and eighty two one-hundredths feet measured the two following courses and distances along the center line of Camp Woods Circle from its intersection with the center line of Road "A", now called Camp Woods Road (Sixty feet wide) (1) North twenty four degrees, one minute, forty nine seconds West, Sixty nine and thirty seven one-hundredths feet; (2) on the arc of a circle curving to the right with a radius of Two hundred seventeen and fifty three one-hundredths feet, the arc distance of One hundred twenty nine and forty five one-hundredths feet, the chord of said arc bearing North six degrees, fifty eight minutes, fifty eight seconds West, and distance being One hundred twenty seven and fifty five one-hundredths feet; thence from said point of beginning along the center line of Camp Woods Circle, the three following courses and distances: (1) on the arc of a circle curving to the right with a radius of Two hundred seventeen and fifty three one-hundredths feet, the arc distance of Fifteen feet, the chord of said arc bearing North twelve degrees, two minutes, twenty six seconds East, and distance being Fifteen feet; (2) North fourteen degrees, no minutes, fifty seven seconds East, Ninety three and seventy one-hundredths feet to a point of curve; (3) on the arc of a circle curving to the left with a radius of Five hundred ninety three and seventy seven one-hundredths feet, the arc distance of Sixty feet, the chord of said arc bearing North eleven degrees, seven minutes, sixteen seconds East, and distance

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being Fifty nine and ninety eight one-hundredths feet to a point, a corner of lot #37; thence along lot #37, the two following courses and distances: (1) North eighty one degrees, forty six minutes, twenty six seconds West, Two hundred thirty feet to a point; (2) South ten degrees, forty three minutes, five seconds West, One hundred ninety nine and seven one-hundredths feet to a point in line of lot #21; thence along lot #21, through the middle of a Twenty feet wide sanitary sewer and utility easement, South eighty nine degrees, thirty three minutes, forty three seconds East, Two hundred twenty seven and twenty seven one-hundredths feet to the first mentioned point and place of beginning. Containing Forty one thousand seven hundred forty two square feet of land. Being lot #38 on said Plan.

BEING Lot 38 Camp Woods Circle.

BEING Delaware County Folio No. 36-04-02098-06.

BEING the same premises which First Haverford Corporation, a Pennsylvania corporation by Deed dated July 31, 1967 and recorded on August 3, 1967 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania in Deed Book 2279, page 1057, granted and conveyed unto Edward F. McGinley, III and Deborah B. McGinley, his wife, in fee.

THIS IS A CONVEYANCE BETWEEN PERSONS WHO WERE PREVIOUSLY HUSBAND AND WIFE WHO HAVE SINCE BEEN DIVORCED WHERE THE SUBJECT PROPERTY WAS ACQUIRED BY THE HUSBAND AND WIFE PRIOR TO THE GRANTING OF THE FINAL DECREE OF DIVORCE. THEREFORE THIS CONVEYANCE IS EXEMPT FROM REALTY TRANSFER TAX PURSUANT TO 72 P.S. §8102-C.3(6).

UNDER AND SUBJECT to easement and rights of way of record.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described above, together with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said grantee, his heirs, executors, administrators and assigns, to and for the only proper use and behoof of the said Grantee, his heirs, executors, administrators and assigns forever.

UNDER AND SUBJECT, as aforesaid.

AND the said Grantors, for themselves and their heirs, executors, administrators and assigns do covenant, promise and agree, to and with the said Grantee, his heirs, executors, administrators and assigns, by these presents, that they, the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under him, her, them, or any of them, shall and will, Subject as aforesaid, WARRANT and forever DEFEND.

In witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Edward F. McGinley, III (SEAL)
EDWARD F. MCGINLEY, III

Diane J. Bolden

Deborah B. McGinley (SEAL)
DEBORAH B. MCGINLEY

STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

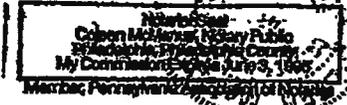
On this, the *1st* day of *October*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared *EDWARD F. MCGINLEY, III* who acknowledged that his name is subscribed to the within Deed and that he executed the same as his free act and Deed and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial seal.

My Commission Expires:

Colin M. Jones
NOTARY PUBLIC

[NOTARIAL SEAL]



STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :SS

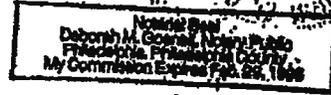
On this, the *30th* day of *August*, 1993, before me, a Notary Public, authorized to take acknowledgments and proofs in the County and State aforesaid, personally appeared *DEBORAH B. MCGINLEY* who acknowledged that her name is subscribed to the within Deed and that she executed the same as her free act and Deed and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial seal.

My Commission Expires:

Deborah M. Jones
NOTARY PUBLIC

[NOTARIAL SEAL]



RECORDER OF DEEDS
DELAWARE COUNTY PA.

Thomas D. [unclear]

086778

93OCT 12 PM 4:05

DEED

EDWARD F. MCGINLEY, III and DEBORAH B. MCGINLEY, his wife
to

EDWARD F. MCGINLEY, III

*2000
13.00*

PREMISES: Lot 38 Camp Woods Circle
Radnor Township
Delaware County, Pennsylvania

BEING DELAWARE COUNTY FOLIO NO. 36-04-02098-06.

The address of the within named Grantees
is: 741 Newtown Road, Villanova, Pennsylvania
19085

Record and return to:
James J. Binns, Esquire
3200 Mellon Bank Center
1735 Market Street
Philadelphia, Pennsylvania 19103

CLTIC/#28134

156 2350

R. REVIEW FEE (continued)

Formula:

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

$$\# \underline{\hspace{2cm}} \text{ Lots (or EDUs)} \times \$50.00 = \$ \underline{\hspace{2cm}}$$

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
- For community sewer system projects, one EDU is equal to a sewage flow of 400 gallons per day.

2. For a surface or subsurface discharge system, use the appropriate one of these formulae.

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

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

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

$$\# \underline{\hspace{2cm}} \text{ Lots (or EDUs)} \times \$35.00 = \$ \underline{\hspace{2cm}}$$

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

The fee is based upon:

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

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

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



RADNOR • HAVERFORD • MARPLE

SEWER AUTHORITY

600 GLENDALE ROAD • HAVERTOWN, PA 19083

(610) 446-0867

FAX (610) 446-4926

July 13, 2016

G.D. Houtman & Son, Inc.
Attn: Stephen J. Wasylyszyn, PLS
Project Engineer
139 E. Baltimore Avenue
Media, PA 19063

RE: 741 Newtown Road
Radnor Township, Delaware County, PA.
Lots located west of Camp Woods Circle

Dear Mr. Wasylyszyn,

In regards to your communication with the Radnor Haverford Marple Sewer Authority (RHM) dated June 7, 2016 requesting flow allocation of 525 gallons per day or Two EDU's, for the above referenced project in Radnor Township, on July 12, 2016 the RHM Authority Board approved the flow conveyance of 525 Gallons Per Day.

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

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

Very truly yours,
RHM Sewer Authority

David E. Adams
Manager of Operations



Commissioners

JEFFREY RUDOLPH, SR
President

LEE J. JANICZEK, Ed.D.
Vice President

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

Township of Springfield
DELAWARE COUNTY, PA

50 POWELL ROAD, SPRINGFIELD, PA 19064

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

J. LEE FULTON
Township Manager

MARGARET A. YOUNG
Treasurer

JAMES J. BRYNE, JR., Esq.
Solicitor

August 22, 2016

Mr. Stephen J. Wasylszyn, PLS
G.D. Houtman & Son, Inc.
139 East Baltimore Pike
Media, Pennsylvania 19063

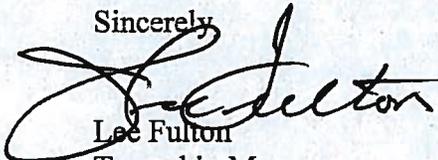
RE: Flow Allocation Request: 741 Newtown Road, Radnor Township

Dear Mr. Wasylszyn,

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

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

Sincerely,


Lee Fulton
Township Manager

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

Corrective Action Plan - Summary of RHM Connection Allocations

	Date	*EDU Equal to 262.5 gpd				REQUEST TABLED	Remarks: ** Tabled Items Approved
		Allocation (gpd)	Approved (gpd)	Remaining (gpd)	(EDU)*		
	01/09/2002		262.5		1.0		43 Deepdale Rd. - The Doering Residence - Tredyffrin Twp.
	01/09/2002		262.5		1.0		335 Upper Gulph Rd. - Tredyffrin Twp.
1	08/01/2002	4850.00		4850.0	18.5		
2	03/06/2002		2362.5	2487.5	9.5		The Blain Property - Radnor Twp.
3	09/11/2002		262.5	2225.0	8.5		355 S. Manoa Rd. - Havertown, PA
4	09/11/2002		1575.0	650.0	2.5		College Ave & Darby Rd. - Havertown, PA
5	12/11/2002		2887.5	-2237.5	-8.5		Townhouse Project - Berkley & Chester Rd. - Tredyffrin Twp.
6	09/20/2002	2560.00		322.5	1.2		I/I Allocation from Springfield Twp.
7	03/05/2003		262.5	60.0	0.2		Forest Ave. - Havertown, PA
8	04/02/2003		2182.0	-2122.0	-8.1		Lawerance Park Shopping Center - Marple Twp.
9	06/04/2003		8000.0	-8122.0	-30.9		Cabrini College - Radnor, Twp.
10	08/06/2003		262.5	-8384.5	-31.9		1418 Fairview Rd. - Havertown, PA
11	09/15/2003		262.5	-8647.0	-32.9		937 Wotten - Radnor Twp.
12	10/15/2003		2812.8	-11459.8	-43.7		763 Valley Forge Rd. - Radnor Twp.
13	03/10/2004		262.5	-11722.3	-44.7		301 Oxford Hill La. - Havertown, PA
14	03/10/2004		262.5	-11984.8	-45.7		1422 Fairview Rd. - Havertown, PA
15	06/03/2004	21085.00		9100.2	34.7		I/I Allocation from Springfield Twp.
16	06/09/2004		5512.5	3587.7	13.7		David & Jan Ceton Subdivision, Marple Rd. - Marple Twp.
17	07/28/2004		1575.0	2012.7	7.7		McPherson Property - Radnor Twp.
18	09/13/2004		1468.0	544.7	2.1		Dunwoody Village Expansion - Newtown Twp.
19	01/12/2005		262.5	282.2	1.1		3119 Sawmill Rd. - Newtown Twp. (Failing Septic System - Health Problems)
20	01/13/2005			282.2	1.1	Tabled #1**	The Enclave at Mather Ave. Project - Marple Twp. (2,362.5 gpd) see below-approved 4/4/2006
21	02/02/2005		525.0	-242.8	-0.9		1234 Bon Air Ave. Project #17288 - Havertown, PA
22	04/06/2005			-242.8	-0.9	Tabled #3**	Lancaster & Pembroke Ave. - Radnor Twp. (14,175 gpd)
23	04/06/2005		262.5	-505.3	-1.9		204 Chuch St. - Radnor Twp.
24	04/06/2005			-505.3	-1.9	Tabled #2**	Chanticleer Gardens, #03-136 - Radnor Twp. (840 gpd) see below-approved 4/4/2006
25	06/08/2005		262.5	-767.8	-2.9		3314-3316 Saw Mill Rd. - Newtown Twp.
26	06/08/2005		262.5	-1030.3	-3.9		206 Greenbriar Ln. - Havertown, PA
27	07/20/2005		262.5	-1292.8	-4.9		16 Aldwyn La. - Radnor Twp.
28	08/10/2005		0.0	-1292.8	-4.9		Devereux Project - 17 EDU's approved (zero flow from project)
29	09/19/2005		262.5	-1555.3	-5.9		3416 Goshen Rd. - Newtown Twp. (Failing Septic System - Health Problems)
30	02/08/2006		262.5	-1817.8	-6.9		809 Castlefinn La. Bryn Mawr, PA 19083 (Failing Septic System - Health Problems)
31	03/07/2006	10255.0		8699.7	33.1		I/I Allocation from Springfield Twp.
32	03/08/2006		262.5	8437.2	32.1		264 Ithan Creek Rd. Villanova, PA 19085 (Failing Septic System - Health Problems)
33	04/04/2006		2362.5	6074.7	23.1		Enclave at Mather Avenue, Project #17288 - Marplr Township
34	04/04/2006		840.0	5234.7	19.9		Chanticleer Gardens, #03-136 - Radnor Twp.
35	04/04/2006		130.0	5104.7	19.4		Commerce Bank 200 Radnor Chester Rd., Radnor Twp.
36	05/15/2006	9820.0		14924.7	56.9		I/I Allocation from Springfield Twp. (flows from Tredyffrin Twp.)
37	06/12/2006	60,000.0		74924.7	285.4		Flow from DEP for Newtown Height flow removal
38	06/14/2006		2362.5	72562.2	276.4		
39	06/19/2006		2362.5	70199.7	267.4		Land Development - D'Agositino Builders, Tredyffrin Twp.
40	06/19/2006		14175.0	58024.7	213.4		Lancaster & Pembroke Ave. - Radnor Twp. (14,175 gpd)
41	06/19/2006		12000.0	44024.7	167.7		Eastern University Dorms -Radnor Twp.
42	06/19/2006		262.5	43762.2	166.7		733 Bryn Mawr Ave., Radnor Twp.
43	06/19/2006		2309.0	41453.2	157.9		Lancaster Pike and Kenilworth Road, P98150, Radnor Twp.
44	06/19/2006		1312.5	40140.7	152.9		740 Moore Ave., The Mews, Radnor Twp.
45	06/19/2006		262.5	39878.2	151.9		781 N. Wayne Ave., Parcel 43-11D-55, Tredyffrin Twp.
46	06/19/2006		262.5	39615.7	150.9		231 Fairlamb Ave., Havertown
47	06/19/2006		262.5	39353.2	149.9		255 Lansdowne Ave., Radnor Twp.
48	06/19/2006		1050.0	38303.2	145.9		Wicklow Project Job #02-129, Radnor Twp.
49	06/19/2006		15000.0	23303.2	88.8		Ellis Preserve, West Medical Building #060086001, Newtown Twp.
50	08/01/2006		525.0	22778.2	86.8		423 Old Eagle School Road, Tredyffrin Township
51	09/11/2006	19141.00		41919.2	159.7		I/I Allocation from Springfield Twp.
52	09/19/2006		525.0	41394.2	157.7		820 Vauclain Road, Radnor Township
53	10/04/2006		262.5	41131.7	156.7		1201 Ellston Road, Havertown
54	10/31/2006	20,500.00		61631.7	234.8		I/I Allocation from Springfield Twp.
55	11/15/2006		31.5	61600.2	234.7		Worthing - Devereux Project, Newtown Township
56	02/06/2007		39047	22553.2	85.9		Haverford Reserve Development
57	03/06/2007		5250	17303.2	66.9		Ellis Preserve, Newtown Twp. (5250 gpd = 20 EDU)
58	03/06/2007		262.5	17040.7	64.9		1600 Ashton Road, Havertown Twp.
59	03/06/2007		1312.5	15728.2	59.9		1400 Fairview Avenue, Havertown Township (1312.5 gpd = 5 EDUs)
60	06/05/2007		262.5	15465.7	58.9		115 Petrie Avenue, Radnor Township (Failed System)
61	07/31/2007	10552.00		26017.7	99.1		I/I Allocation from Springfield Twp. For 2006 I/I Reduction Program
62	12/04/2007		8626	17391.7	66.3		851 West Lancaster Avenue, Tredyffrin Township
63	01/08/2008		2362.5	15029.2	57.3		102 Louella Avenue, Radnor Township
64	01/08/2008		262.5	14766.7	56.3		537 Grand Avenue, Havertown
65	04/01/2008		65	14701.7	56.0		3067 W. Chester Pike, Newtown Square 0.26 EDUs
66	04/01/2008		80	14621.7	55.7		1974 Sproul Road, Marple Township - Bank of America - 0.31 EDUs
67	04/18/2008		1050	13571.7	51.7		34 Reese Avenue, Newtown Square
68	07/02/2008		262.5	13309.2	50.7		971 S. Hunt Road, Newtown Square, Radnor - Falling Septic System
69	07/02/2008		525	12784.2	48.7		236 N. Aberdeen Ave., Radnor Township - 2EDUs
70	08/12/2008		8705	4079.2	15.5		Haverford Reserve Development - 33.16 EDUs
71	08/12/2008		262.5	3816.7	14.5		147 N. Valley Forge Road, Devon - 1 EDU
72	08/12/2008		262.5	3554.2	13.5		1629 Ashton Road, Havertown - 1 EDU

Corrective Action Plan - Summary of RHM Connection Allocations

	Date	*EDU Equal to 262.5 gpd			REQUEST TABLED	Remarks: ** Tabled Items Approved
		Allocation (gpd)	Approved (gpd)	Remaining (EDU)*		
73	08/12/2008	21348.00		24902.2	94.9	2007 I/I Credit
74	10/15/2008		787.5	24114.7	91.9	317 Dorset Road, Easttown Township - 3 EDUs
75	10/23/2008		1575	22539.7	85.9	John O'Keefe Subdivision - 6 EDUs
76	12/04/2008		8025	14514.7	55.3	200 N. Radnor Chester Road - 31 EDUs
77	12/16/2008		262.5	14252.2	54.3	1301 Fairview Avenue, Havertown, PA
78	02/10/2009		12451	1801.2	6.9	145 King of Prussia Road, Radnor Twp.
79	02/10/2009		525	1276.2	4.9	1254 Fairview Avenue, Havertown
80	02/10/2009		262.5	1013.7	3.9	Bella Vista Road, Easttown
81	02/10/2009		525	488.7	1.9	1300 Fairview Road, Havertown
82	02/10/2009		262.5	226.2	0.9	1239 Leedom Road, Havertown
83	05/15/2009		262.5	-36.3	-0.1	1344 W. Chester Pike, Havertown - failing septic system
84	05/27/2009	37717.00		37880.7	143.5	I/I Allocation from Springfield Township for 2008
85	06/02/2009		262.5	37418.2	142.5	600 Glenmary Rd., St. David's
86	06/02/2009		2000	35418.2	134.9	Eastern University Fowler Hall -Radnor Twp.
87	06/02/2009		262.5	35155.7	133.9	20 Surrey Dr., Newtown Square
88	10/23/2009		262.5	34893.2	132.9	2628 Franklin Avenue Subdivision, Marple Township
89	04/30/2010		787.5	34105.7	129.9	615 Newtown Road, Radnor Township
90	06/23/2010	76932.00		111037.7	423.0	2009 I/I Credit
91	10/29/2010		262.5	110775.2	422.0	D&G Development Group
92	12/16/2010		262.5	110512.7	421.0	513 S. Roberts Road, Bryn Mawr - Failing Septic System
93	03/30/2011		525	109987.7	419.0	Douglas Golden, 1313 Center Road, Haverford Township
94	07/13/2011		262.5	109725.2	418.0	412 Conestoga Road, Radnor Township
95	09/16/2011		787.5	108937.7	415.0	1217 Bon Air Road, Haverford Township
96	10/04/2011		240	108697.7	414.1	Merion Golf Club, Ellis Road, Haverford Township
97	11/16/2011		262.5	108435.2	413.1	117 Sugartown Road, Easttown Township
98	11/17/2011	50757.00		159192.2	606.4	2010 I/I Credit
99	12/30/2011		262.5	158929.7	605.4	1430 County Line Road, Radnor Township
90	12/30/2011		12337.5	146592.2	558.4	Courtney Circle Pump Station , Radnor Township
91	03/12/2012		1650	144942.2	552.2	Berkley Road Commercial, Tredyffrin Township
92	04/13/2012		262.5	144879.7	551.2	606 W. Wayne Avenue, Radnor Township
93	05/22/2012		5250	139429.7	531.2	Eastern University West Campus Office and Classroom Building
94	07/06/2012		525	138904.7	529.2	Hurley Subdivision - Newtown St. & Caley Rd., Newtown Square
95	07/16/2012		262.5	138642.2	528.2	370 Malin Road, Radnor
96	11/05/2012		262.5	138379.7	527.2	527 St. Davids Avenue, Radnor Township - Failing Septic System
97	11/05/2012		1575	136804.7	521.2	229 Wayne Avenue, Radnor Township - Townhomes
98	11/05/2012		525	136279.7	519.2	200 Ithan Creek Road, Radnor Township - 3 lot subdivision
99	12/07/2012		13134	123145.7	469.1	Haverford Reserve, Havertown (50 EDUs for Buildings 3 and 4)
100	12/07/2012		787.5	122358.2	466.1	Munger Road & N. Newtown Street Road, Newtown Twp.
101	12/07/2012		2100	120258.2	458.1	615 Newtown Road, Radnor Township
102	03/01/2013		2625	117633.2	448.1	Stafford Apartments, Tredyffrin Township
103	03/01/2013		1575	116058.2	442.1	Newtown Shopping Center - Panera Bread
104	04/22/2013		262.5	115795.7	441.1	411 Timber Lane, Newtown Square
105	05/28/2013		262.5	115533.2	440.1	11 Northwoods Road, Newtown Township
106	05/28/2013		262.5	115270.7	439.1	1504 Steel Road, Haverford Township
107	07/03/2013		262.5	115008.2	438.1	Rite Aid Pharmacy, Newtown Township
108	09/09/2013		262.5	114745.7	437.1	Haverford Township School District - Maintenance Facility
109	11/25/2013		262.5	114483.2	436.1	1254 Leedom Road, Haverford Township
110	02/19/2014		1375	113108.2	430.9	301 S. Valley Forge Road, Tredyffrin Township
111	03/26/2014		10500	102608.2	390.9	Dunwoody Village, Newtown Township
112	04/22/2014		2888	99720.2	379.9	115 Strafford Avenue, Radnor Township
113	05/23/2014		1427	98293.2	374.5	30-50 Lawrence Road, Marple Township
114	05/23/2014		262.5	98030.7	373.5	2609 Sunset Boulevard, Marple Township
115	06/09/2014		19950	78080.7	297.5	Arrossan Farm, Radnor Township
116	09/01/2014		397	77683.7	295.9	Surrey Services Senior Center, Devon
117	11/06/2014		1050	76633.7	291.9	205 Stafford Avenue, Radnor Township
118	01/21/2015		6090	70543.7	268.7	Villanova Center, Radnor Township - Flow Data updated per DEPs request
119	03/23/2014		262.5	70281.2	267.7	217 Pine Tree Road, Radnor Township
120	06/30/2015		262.5	70018.7	266.7	Albert Profico, Marple Township - Amended - 1 additional EDU
121	08/30/2015		15,000	55018.7	209.6	Additional Flow Request for Ellis Preserve Town Center, Newtown Township
122	06/30/2015		1050	53968.7	205.6	Bloomingdale Avenue, Radnor Township
123	02/08/2016		1050	52918.7	201.6	The Maples, 229 & 227 Plant Avenue, Radnor Township
124	02/08/2016		3150	49768.7	189.6	Fox Hollow Subdivision, Marple Township
125	02/11/2016		7875	41893.7	159.6	Langford Square Development, Marple Township
126	02/27/2016		50	41843.7	159.4	Emmaus House, Cabrini College, Radnor Township
127	03/04/2016		525	41318.7	157.4	1224 Steel Road, Haverford Township
128	04/19/2016		1050	40268.7	153.4	212 & 2016 Bloomingdale Avenue, Radnor Township
129	04/29/2016		16660	23808.7	89.9	Brightview Senior Living, Tredyffrin Township
130	05/05/2016		6000	17608.7	67.1	Fairfield Inn, Marple Township
131	08/19/2016		525	17083.7	65.1	Edward F. McGinley, 741 Newtown Road, Radnor Township

UPPER DARBY TOWNSHIP

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

Mayor
Thomas N. Micozzie

Chief Administrative Officer
Thomas J. Judge, Jr.

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



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

August 30, 2016

Mr. Stephen J. Wasylszyn, PLS
G.D. Houtman & Son, Inc.
139 E. Baltimore Pike
Media, PA 19063

Re: Sewage Facilities Planning
741 Newtown Road
Radnor Township, Delaware County, PA

Dear Stephen,

Attached is the signed Chapter 94 Consistency Determination form for the above referenced project. This certification of the conveyance system is based on the attached letter from Springfield Township dated August 22, 2016.

Sincerely,

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

EDOUARD N. HOUTMANN, C. E.
1928-1994

MATTHEW R. HOUTMANN, P. E.
GUSTAVE N. HOUTMANN, P. E.
REGISTERED PROFESSIONAL
ENGINEERS

G. D. HOUTMAN & SON, INC.

CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS

139 E. BALTIMORE PIKE
MEDIA, PENNSYLVANIA 19063

610-565-6363

FAX 610-565-6976

STEPHEN J. WASYLISZYN
REGISTERED PROFESSIONAL
SURVEYORS

April 29, 2016

PROJECT NARRATIVE
Edward F. McGinley III
#741 Newtown Road
Radnor Township, Delaware County, Pa

Existing Conditions

The applicant owns six (6) individual Lots as were created by a Plan of Subdivision for First Haverford Corp., Prepared by Henry S. Conrey Inc. Dated Sept. 6, 1966. A dwelling is located on Tax Parcel 36-29-075 and a swimming pool on Tax Parcel 36-29-075.001. The remaining Lots are completely vacant. The site has frontage along Camp Woods Circle and access to Newtown Road through a 100' wide access strip shared with six other parcels. The Total area of all six Lots is 6.530 Ac. The entire parcel is maintained as lawn

Description of Proposed changes

The project will consist of combining the six (6) existing Lots, one with a dwelling and five vacant Lots, and preparing a Subdivision Plan of the tract. The existing dwelling is serviced with both public water and sewage disposal. The four (4) existing lots located west of Camp Woods Circle will be reduced to two (2) lots. The new Lot #2 will contain all of the existing improvements with the existing vacant land contained on new Lot #1. The two (2) vacant Lots located on the east side of Camp Woods Circle will be combined to create a larger vacant Lot, new Lot #3. The six (6) existing Lots will be reduced to only three (3) Lots thereby reducing the total existing Lot count by three (3) Lots. This Plan Submission is not proposing any improvements to the Lots.

The projected additional population to be served is estimated as 6 people. This figure was derived using the current census figure generated for the Township, 3.0 (2.51) people per dwelling ($3.0 \times 2 = 6$). The projected additional flows are 525 gpd for the new home. This was derived using 262.50 gpd per household ($262.50 \times 2 = 525$).

EDOUARD N. HOUTMANN, C. E.
1928-1994

MATTHEW R. HOUTMANN, P. E.
GUSTAVE N. HOUTMANN, P. E.
REGISTERED PROFESSIONAL
ENGINEERS

G. D. HOUTMAN & SON, INC.

CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS

139 E. BALTIMORE PIKE
MEDIA, PENNSYLVANIA 19063

610-565-6363

FAX 610-565-6976

STEPHEN J. WASYLYSZYN
REGISTERED PROFESSIONAL
SURVEYORS

April 29, 2016

ALTERNATIVE NARRATIVE
Edward F. McGinley III
#741 Newtown Road
Radnor Township, Delaware County, Pa

Existing Conditions

The applicant owns six (6) individual Lots as were created by a Plan of Subdivision for First Haverford Corp., Prepared by Henry S. Conrey Inc. Dated Sept. 6, 1966. A dwelling is located on Tax Parcel 36-29-075 and a swimming pool on Tax Parcel 36-29-075.001. The remaining Lots are completely vacant. The site has frontage along Camp Woods Circle and access to Newtown Road through a 100' wide access strip shared with six other parcels. The Total area of all six Lots is 6.530 Ac. The entire parcel is maintained as lawn

Description of Proposed changes

The project will consist of combining the six (6) existing Lots, one with a dwelling and five vacant Lots, and preparing a Subdivision Plan of the tract. The existing dwelling is serviced with both public water and sewage disposal. The four (4) existing lots located west of Camp Woods Circle will be reduced to two (2) lots. The new Lot #2 will contain all of the existing improvements with the existing vacant land contained on new Lot #1. The two (2) vacant Lots located on the east side of Camp Woods Circle will be combined to create a larger vacant Lot, new Lot #3. The six (6) existing Lots will be reduced to only three (3) Lots thereby reducing the total existing Lot count by three (3) Lots. This Plan Submission is not proposing any improvements to the Lots.

The projected additional population to be served is estimated as 6 people. This figure was derived using the current census figure generated for the Township, 3.0 (2.51) people per dwelling ($3.0 \times 2 = 6$). The projected additional flows are 525 gpd for the new home. This was derived using 262.50 gpd per household ($262.50 \times 2 = 525$).

Alternate Sewage Disposal

The potential methods of sewage disposal are the following.

1. Stream discharge
2. Spray irrigation.
3. Individual on-site system.
4. Public sanitary sewers

Method #1 was not chosen due to the economics of providing a treatment plant for two (2) single-family dwellings with no stream immediately available.

Method #2 Spray irrigation was also deemed not feasible for use of two (2) single-family dwellings with a very limited area available for spray irrigation.

Method # 3 was the original method chosen for sewage disposal for this area, however when the sanitary sewers were installed within the public road right-of-way new homes were required to connect and existing homes provided access if required.

Method #4, Public sanitary sewers was chosen as the method for providing sewer service due to the presence of the sanitary sewer collection system located through the approximate center of the project.



May 3, 2016

Stephen J. Wasylyszyn
G.D. Houtman & Son, Inc.
139 E. Baltimore Pike
Media, PA 19063

Re: Water Availability
741 Newtown Road
Radnor Township, Delaware County

Dear Mr. Wasylyszyn:

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

The proposed new lot number one will obtain service from Aqua's existing main in Camp Woods Circle and service to the proposed lot number three will originate from Aqua's existing main in Atterbury Road. Service will be provided following receipt and approval of an application for water service. Note that each property, in accordance with Aqua's rules and regulations, will be required to have a meter pit for service. To obtain service, please contact Deanne L. Ciotti, Aqua's New Service Representative at 610-541-4160. Ms. Ciotti will provide you with the appropriate service applications.

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) 645-1105.

Sincerely,

A handwritten signature in blue ink that reads "David C. McIntyre". The signature is fluid and cursive.

David C. McIntyre
New Business Coordinator



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

Completeness Checklist

The individual completing the component should use the checklist below to assure that all items are included in the module package. The municipality should confirm that the required items have been included within 10 days of receipt, and if complete, sign and date the checklist.

Sewage Collection and Treatment Facilities

- Name and Address of land development project.
- U.S.G.S. 7.5 minute topographic map with development area plotted.
- Project Narrative.
- Letter from water company (if applicable).
- Alternative Analysis Narrative.
- Details of chosen financial assurance method.
- Proof of Public Notification (if applicable).
- Name of existing collection and conveyance facilities.
- Name and NPDES number of existing treatment facility to serve proposed development.
- Plot plan of project with required information.
- Total sewage flows to facilities table.
- Signature of existing collection and/or conveyance Chapter 94 report preparer.
- Signature of existing treatment facility Chapter 94 report preparer.
- Letter granting allocation to project (if applicable).
- Signature acknowledging False Swearing Statement.
- Completed Component 4 (Planning Agency Review) for each existing planning agency and health department.
- Information on selected treatment and disposal option.
- Permeability information (if applicable).
- Preliminary hydrogeology (if applicable).
- Detailed hydrogeology (if applicable).

Municipal Action

- Component 3 (Sewage Collection and Treatment Facilities).
- Component 4 (Planning Agency Comments and Responses).
- Proof of Public Notification.
- Long-term operation and maintenance option selection.
- Comments, and responses to comments generated by public notification.
- Transmittal Letter

Signature of Municipal Official

Date submittal determined complete

April 19, 2016

Mr. Stephen J. Wasylyszyn
G.D. Houtman & Son, Inc.
139 East Baltimore Pike
Media, PA 19063

Re: Application for Planning Modules
Checklist Letter – Component 3
McGinley Subdivision
DEP Code No. 1-23013-251-3J
Radnor Township
Delaware County

Dear Mr. Wasylyszyn:

In response to your application mailer, this checklist letter outlines what is required to be submitted to the municipality and the Department of Environmental Protection (DEP) as a complete module packet for the proposed development. Your development proposes the consolidation of 6 lots (5 vacant) into 3 proposed building lots that will be served by a connection to public sewer.

Sewage Facilities Planning Module forms are available from our eLibrary as MS Word Form Fields files directly from DEP's website address located in the footer below. In the left-hand column, select the Water heading and then select Water Standards and Facility Regulation. In the right-hand column, select Wastewater Management and then select Act 537. Under Act 537, select Sewage Facilities Planning. Under Planning Forms, select the appropriate forms. The link will take you to the eLibrary location for the form.

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

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

- Instructions
- Form

Sewage Facilities Planning Module Component 4

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

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

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

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

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

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

Sincerely,



Stefanie Rittenhouse
Sewage Planning Specialist 2
Clean Water

cc: Delaware County Planning Department
Radnor Township
Mr. McGinley
RHM
Mr. Fulton - Springfield Township
Upper Darby Township
DCJA
DELCORA
Mr. Ponert - City of Philadelphia Water Department
Planning Section
Re 30 (GJE16CLW)110-8

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

<i>Section E: Availability of Drinking Water Supply</i>		
X	The appropriate box is checked in Section E	
X	For existing public water supplies, the name of the company is provided	
	For public water supplies, the certification letter from the public water company is attached	
<i>Section F: Project Narrative</i>		
X	The Project Narrative is attached	
X	All information required in the module directions has been addressed	
<i>Section G: Proposed Wastewater Disposal Facilities</i>		
X	Section G.1.a. The collection system boxes are checked	
N/A	The Pennsylvania Clean Streams Law (CSL) permit number is provided for existing systems	
X	Section G.1.b. The questions on the collection system are completed	
X	Section G.2.a. The appropriate treatment facility box is checked	
X	For existing treatment facilities, the name is provided	
X	For existing treatment facilities, the NPDES permit number is provided	
X	For existing treatment facilities, the CSL permit number is provided	
N/A	For new treatment facilities, the discharge location is provided	
X	Section G.2.b. The certification statement has been completed and signed by the wastewater treatment facility permittee or their representative	
X	Section G.3. The plot plan is attached and contains all items in the module instructions under Section G.3	
X	The plot plan will show the proposed sewer facilities, sewer extension and/or point of connection to the existing sewer line or point of discharge	
Not Required	Copies of easement(s) or right-of-way(s) are attached	
X	Section G.4. The boxes are checked regarding Wetland Protection	
X	Section G.5. The boxes are checked regarding Primary Agricultural Land	
X	Section G.6. The boxes are checked confirming consistency with the Historic Preservation Act	
Not Required	The Cultural Resources Notice (CRN) (Form 0120-PM-PY0003) is attached	
Not Required	A return receipt for its submission to the Pennsylvania Historical and Museum Commission (PHMC) is attached	

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

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

Section O: Sewage Management		
	Section O.3. The Project Flows for the private facilities are provided	
	Section O.4.a. The appropriate box is checked indicating capacity in the existing private Collection and Conveyance Facilities	
	Section O.4.b. The private Collection System information is completed, signed and dated	
	Section O.4.c. The private Conveyance System information is completed, signed and dated	
	Section O.5.a. The appropriate box is checked regarding projected overloads at the private Treatment Facility	
	Section O.5.b. The private Treatment Facility information is completed, signed and dated	
	Section O.6. The box is checked indicating the municipality will assure proper operation and maintenance of the proposed private facilities	
	The required documentation of sewage management is attached	
Section P: Public Notification Requirement		
	All Public Notification boxes in this section are checked	
	The public notice is attached, if public notification is necessary	
	All comments received as a result of the notice are attached	
	The municipal responses to these comments are attached	
	The box is checked indicating that no comments were received, if valid	
Section Q: False Swearing Statements		
X	The planning module preparer's false swearing statement is completed and signed	
Section R: Planning Module Review Fee		
	The correct fee has been calculated	
	The correct fee has been paid	
X	The request for fee exemption has been checked	
X	The deed reference information is provided to support the fee exemption	
Completeness Checklist		
X	The module completeness checklist is included	
X	All completeness items have been checked as included by the municipality, as appropriate	
X	The Municipal Official has signed and dated the checklist	

CERTIFICATION STATEMENT

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

Signed: Stephen J. Wasylyszyn, PLJ
Applicant (or Applicant's authorized representative)
G.O. Hoffman & Son - Applicant's consultant

Date: 3/2/17

Signed: _____
Municipal Secretary

Date: _____

1. PROJECT INFORMATION

Project Name: McGinley

Date of Review: 4/29/2016 08:01:40 AM

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

Project Area: 2.91 acres

County(s): Delaware

Township/Municipality(s): RADNOR

ZIP Code: 19085

Quadrangle Name(s): NORRISTOWN

Watersheds HUC 8: Lower Delaware

Watersheds HUC 12: Darby Creek

Decimal Degrees: 40.021929, -75.372140

Degrees Minutes Seconds: 40° 1' 18.9461" N, 75° 22' 19.7027" W

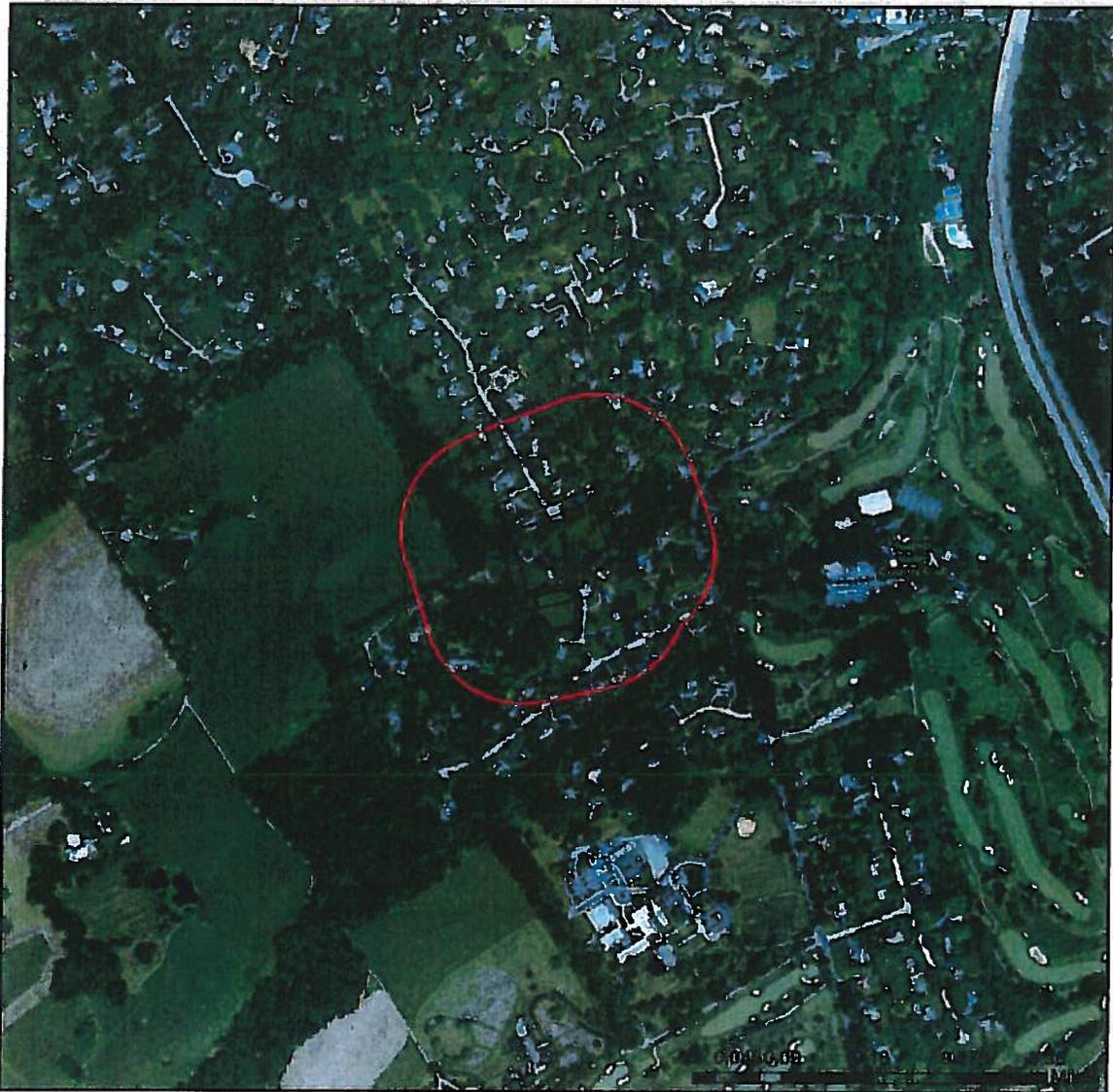
2. SEARCH RESULTS

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

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

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

McGinley

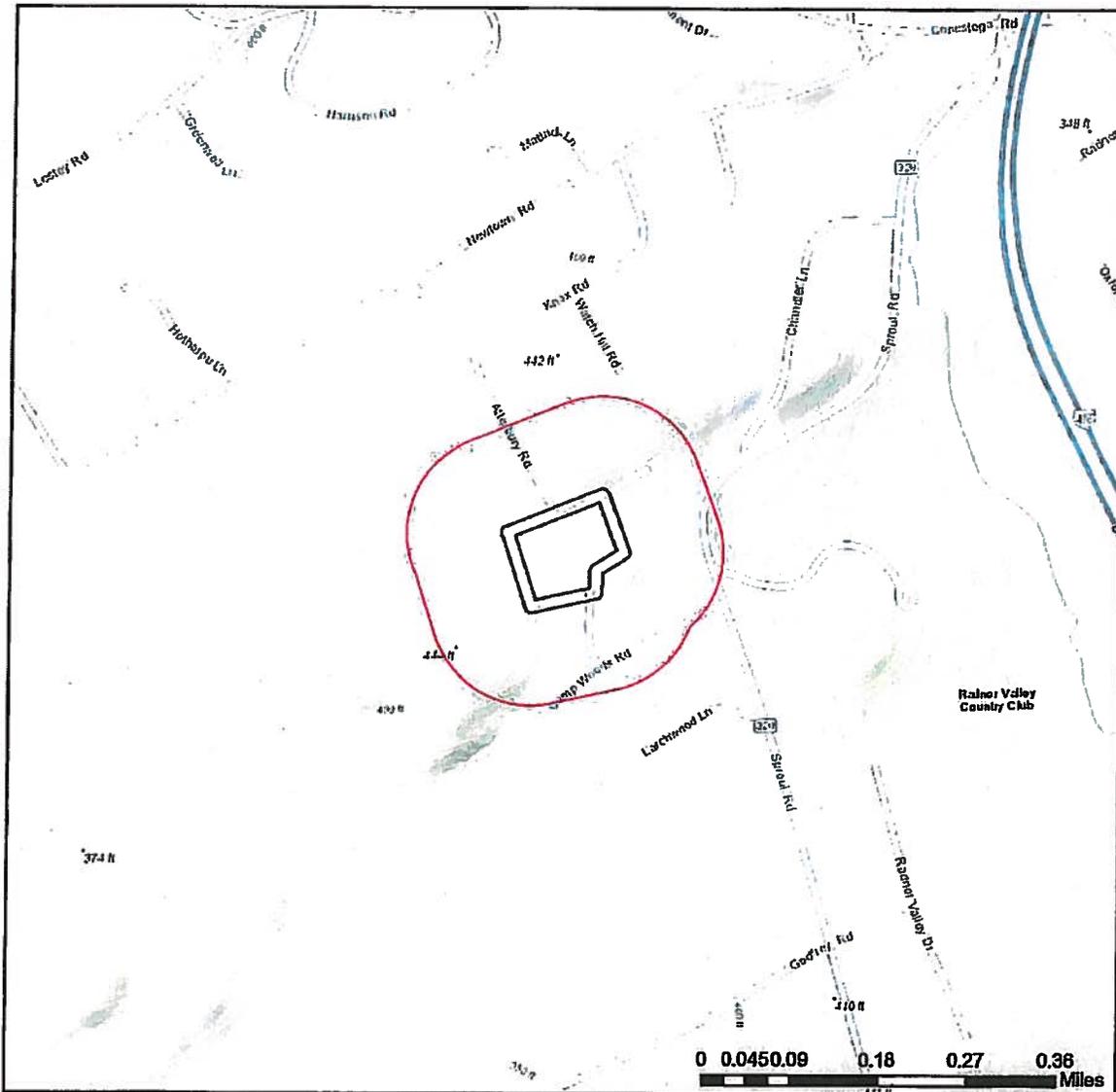


- Project Boundary
- Buffered Project Boundary



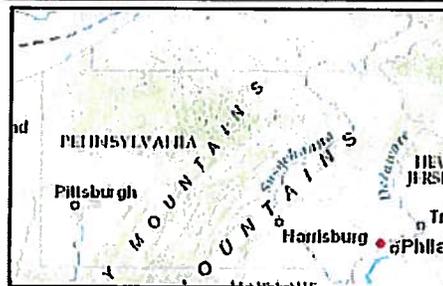
Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
Source: Esri, DigitalGlobe,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

McGinley



- Project Boundary
- Buffered Project Boundary

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



3. AGENCY COMMENTS

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

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

PA Game Commission

RESPONSE:

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

PA Department of Conservation and Natural Resources

RESPONSE:

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

PA Fish and Boat Commission

RESPONSE:

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

U.S. Fish and Wildlife Service

RESPONSE:

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

4. DEP INFORMATION

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

5. ADDITIONAL INFORMATION

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

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

6. AGENCY CONTACT INFORMATION

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

U.S. Fish and Wildlife Service
Pennsylvania Field Office
Endangered Species Section
110 Radnor Rd; Suite 101
State College, PA 16801
NO Faxes Please

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

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

7. PROJECT CONTACT INFORMATION

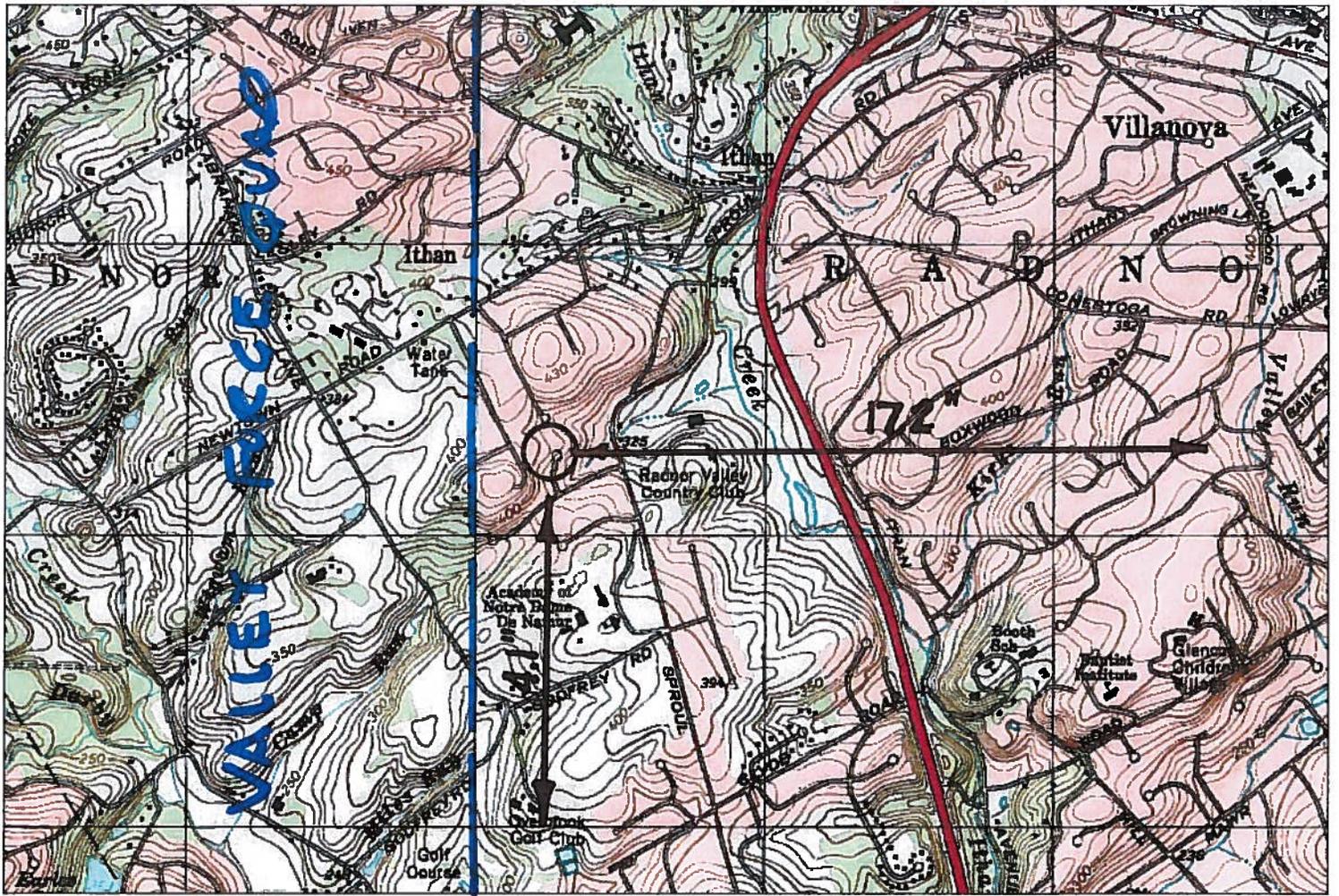
Name: STEPHEN J. WASYLYSZYN
Company/Business Name: G.O. HOUTMAN & SON INC.
Address: 139 E. BALTIMORE PIKE
City, State, Zip: MEDIA, PA 19063
Phone: (610) 565-6363 Fax: (610) 565-6976
Email: SJW @ G.O.HOUTMAN.COM

8. CERTIFICATION

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

Stephen J. Wasylyszyn
applicant/project proponent signature

4/29/16
date



0 ————— 0.5 Mi
0 ————— 3000 Ft

Map provided by MyTopo.com

NORRISTOWN QUAD

Motion to Authorize to
receive Bids for the
Painting & Repair of the
Exterior of the Willows
Cottage

Motion to authorize to
receive Bids for the
painting of the Matsonford
Road Bridge

JAMES C. HIGGINS
President

LUCAS A. CLARK
Vice President

ELAINE P. SCHAEFER

DONALD E. CURLEY

JOHN NAGLE

RICHARD F. BOOKER

PHILIP AHR



RADNOR TOWNSHIP
301 IVEN AVENUE
WAYNE, PENNSYLVANIA 19087-5297

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

ROBERT A. ZIENKOWSKI
Township Manager
Township Secretary

JOHN B. RICE, ESQ.
Solicitor

JOHN E. OSBORNE
Treasurer

NOTICE OF VIOLATION

PROPERTY MAINTENANCE

To:

Julie Charbonneau (Owner of Record)

Mailing Address:

206 Rue De L-Hopital, Montreal, QC H2Y1V8 CANADA (Owner of Record)

Date of Issuance:

March 23, 2016

Location of Property in Violation:

200 S. Ithan Avenue, Villanova, PA 19085
(Delaware County Folio # 36-04-02344-00)

Zoning District of Property in Violation:

R2/DM Residence District

Delivered:

In person to Owner of Record
 By Regular and Certified Mail (7011-2000-0001-6035-7272)

In accordance with Sections 106 and 107 of the 2009 edition of the International Property Maintenance Code, adopted as the Property Maintenance Code under Chapter 222 of the Radnor Township Code, Radnor Township is issuing this Notice of Violation and demanding that the following activities being conducted in violation of the Code immediately cease:

Specific Violations:

UNSAFE STRUCTURES

- A. **Chapter 222, Section 108.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants

of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

B. Chapter 222, Section 108.1.3 Structure Unfit for Human Occupancy. A Structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

C. Chapter 222, Section 108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be insanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Since the date of the fire that occurred at the above noted property on April 4, 2012, little to nothing has been done to address/correct the damages and bring the exterior of the property into compliance with the above noted section. Further, the house wrap that was previously encasing the structure has become tattered and torn and is missing from much of the structure. This is a violation.

- D. **Chapter 222 – Section 108.6 Abatement methods.** The owner, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.
- E. **Chapter 222 – Section 302.1 Sanitation.** All exterior property and premises shall be maintained in a clean, safe and sanitary condition.

Since the date of the fire that occurred at the above noted property on April 4, 2012, little to nothing has been done to address/correct the damages and bring the exterior of the property into compliance with the above noted section. Further, the house wrap that was previously encasing the structure has become tattered and torn and is missing from much of the structure. This is a violation.

- F. **Chapter 222 – Section 304 – Exterior Structure.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

Since the date of the fire that occurred at the above noted property on April 4, 2012, little to nothing has been done to address/correct the damages and bring the exterior of the property into compliance with the above noted section. Further, the house wrap that was previously encasing the structure has become tattered and torn and is missing from much of the structure. This is a violation.

- G. **Chapter 222 – Section 305 – Interior Structure.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

Since the date of the fire that occurred at the above noted property on April 4, 2012, little to nothing has been done to address/correct the damages and bring the interior of the property into compliance with the above noted section. Further, the house wrap that was previously encasing the structure has become tattered and torn and is missing from much of the structure. This is a violation.

You are to commence corrections of these violations within five (5) days of the date of issuance of this Notice and correct all violations within thirty (30) days of the date of issuance.

You have the right to appeal this Enforcement Notice to the Radnor Township Code Appeals

Board. **YOU MUST FILE THIS APPEAL WITHIN TEN (10) DAYS OF THE DATE OF ISSUANCE OF THIS NOTICE.**

Failure to comply with this Notice within the time limits specified above constitutes a violation and is subject to a fine of up to \$1,000.00 per day, plus all court costs and reasonable attorney's fees, unless an appeal is filed with the Radnor Township Code Appeals Board within 10 days of the date of issuance of this Notice. Each day that a violation continues shall be considered a separate offense punishable by the above-described fines and penalties. In accordance with Section 106.3 of the Code, all costs incurred by the Township in enforcing this matter shall be charged against the Property in Violation and shall be a lien upon this property. Further, in accordance with **Section 106.5 Abatement of violation** - The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, **correct or abate a violation**, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

You should take the following action immediately:

Respond to me in writing within five (5) days acknowledging receipt of this Notice of Violation and stating what actions you have taken or will take with thirty (30) days to bring your property into compliance with the Code. This response should be directed to me at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087-5297. If, within thirty (30) days, you do not take appropriate corrective action, I shall recommend to the Township Board of Commissioners that a civil action be filed against you in Court.

Sincerely,



Kevin W. Kochanski, RLA, CZO
Director of Community Development

CC: Commissioner Elaine Schaefer
Robert Zienkowski, Township Manager
Peter Nelson, Township Solicitor
Property File

PHILIP M. AHR
President

LUCAS A. CLARK, ESQ.
Vice President

JAMES C. HIGGINS, ESQ.

ELAINE P. SCHAEFER

DON CURLEY

JOHN NAGLE

RICHARD F. BOOKER, ESQ.



RADNOR TOWNSHIP
301 IVEN AVENUE
WAYNE, PENNSYLVANIA 19087-5297

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

ROBERT A. ZIENKOWSKI
Township Manager
Township Secretary

JOHN B. RICE, ESQ.
Solicitor

JOHN E. OSBORNE
Treasurer

NOTICE OF VIOLATION

PROPERTY MAINTENANCE

To: Julie Charbonneau (Owner of Record)

Mailing Address: 206 Rue De I- Hopital, Montreal, QC H2YIV8 CANADA (Owner of Record)

Date of Issuance: June 2, 2016

Location of Property in Violation: 200 S. Ithan Avenue, Villanova, PA 19085
(Delaware County Folio # 36-04-02344-00)

Zoning District of Property in Violation: R2/DM Residence District

Delivered: In person to Owner of Record
 By Regular and Certified Mail, FedEx Overnight
(7015 0640 0005 9838 5094)

In accordance with Sections 106 and 107 of the 2009 edition of the International Property Maintenance Code, adopted as the Property Maintenance Code of Radnor Township (Code) under Chapter 222 of the Radnor Township Code, Radnor Township is issuing this Notice of Violation and demanding that the following activities being conducted in violation of the Code immediately cease:

Specific Violations:

1. **Chapter 222 – Section 302.1 Sanitation.** All exterior property and premises shall be maintained in a clean, safe and sanitary condition.

The reflecting pool/pond on the property no longer appears to contain an operating aerator. As such, the water appears to be stagnant; which is creating health issue that is neither safe nor sanitary. This condition is a violation of the above noted code section.

2. **Chapter 222 – Section 302.4 Weeds.** All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

During site visits conducted on May 25, 2016 and June 1, 2016, weeds and plant growth in excess of 12 inches were observed throughout your property. These conditions are in violation of the above noted code section.

You are to commence corrections of these violations immediately and correct all violations within five (5) days of the date of issuance. Should these violations not be corrected within this timeframe, the Township will authorize a 3rd party contractor to enter the premises to mitigate these violations.

You have the right to appeal this Enforcement Notice to the Radnor Township Code Appeals Board. Whenever the owner of a property takes exception to a notice issued by the Code Official in the enforcement of this code, such owner, duly authorized agent or legal representative may, within 10 calendar days from receipt of notification, file an appeal with the Code Appeals Board. Such appeal shall be in writing, state the decision of the Code Official and the reasons for the exception taken thereto and be filed with the Township Secretary. The Code Appeals Board shall, within 30 days from the date of filing, fix a date, time and location to consider the appeal and to allow the person to be heard if he states his desire to do so in the written appeal. A prompt decision shall be rendered by the Code Appeals Board and duly recorded, with such decision being final.

Failure to comply with this Notice within the time limits specified above constitutes a violation and is subject to a fine of up to \$1,000.00 per day, plus all court costs and reasonable attorney's fees, unless an appeal is filed with the Radnor Township Code Appeals Board within 10 days of the date of issuance of this Notice. Each day that a violation continues shall be considered a separate offense punishable by the above-described fines and penalties. **In accordance with Section 106.3 of the Code, if this notice of violation is not complied with, the Township shall institute the appropriate proceeding at law or in equity to restrain, or correct or abate such violation. All costs incurred by the Township in enforcing this matter shall be charged against the Property in Violation and shall be a lien upon this property.**

You should take the following action immediately:

Respond to me in writing acknowledging receipt of this Notice of Violation and stating what actions you have taken or will take to bring your property into compliance with the Code. This response should be directed to me at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087-5297; or kkochanski@radnor.org. If, you do not take appropriate corrective action, I shall recommend to the Township Board of Commissioners that a civil action be filed against you in Court.

Sincerely,



Kevin W. Kochanski, RLA, CZO
Director of Community Development

cc: Elaine Schaefer, Commissioner
Robert Zienkowski, Township Manager
John Rice, Township Solicitor

Commendations of
Radnor Police Officers

Community Recognitions

Public Participation

New Business

Discussion of Matsonford
Road Pedestrian Bridge

Discussion and Possible
motion to schedule a public
meeting between the Board
of Commissioners and
members of HARB

**RESOLUTION NO. 2017-63
RADNOR TOWNSHIP**

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

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

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

WHEREAS, the Board previously adopted Resolution #2013-144 which established the Organizational Chart for the Township; and

WHEREAS, the Board wishes to amend the Organizational Chart to reflect additional administrative changes.

NOW, THEREFORE, be it hereby adopted that the Organizational Chart attached to this Resolution as Exhibit "A" is hereby adopted as the Radnor Township Organizational Chart revising and replacing the existing Organizational Chart.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 24th day of April, 2017.

RADNOR TOWNSHIP

By: _____

Name: Elaine P. Schaefer

Title: President

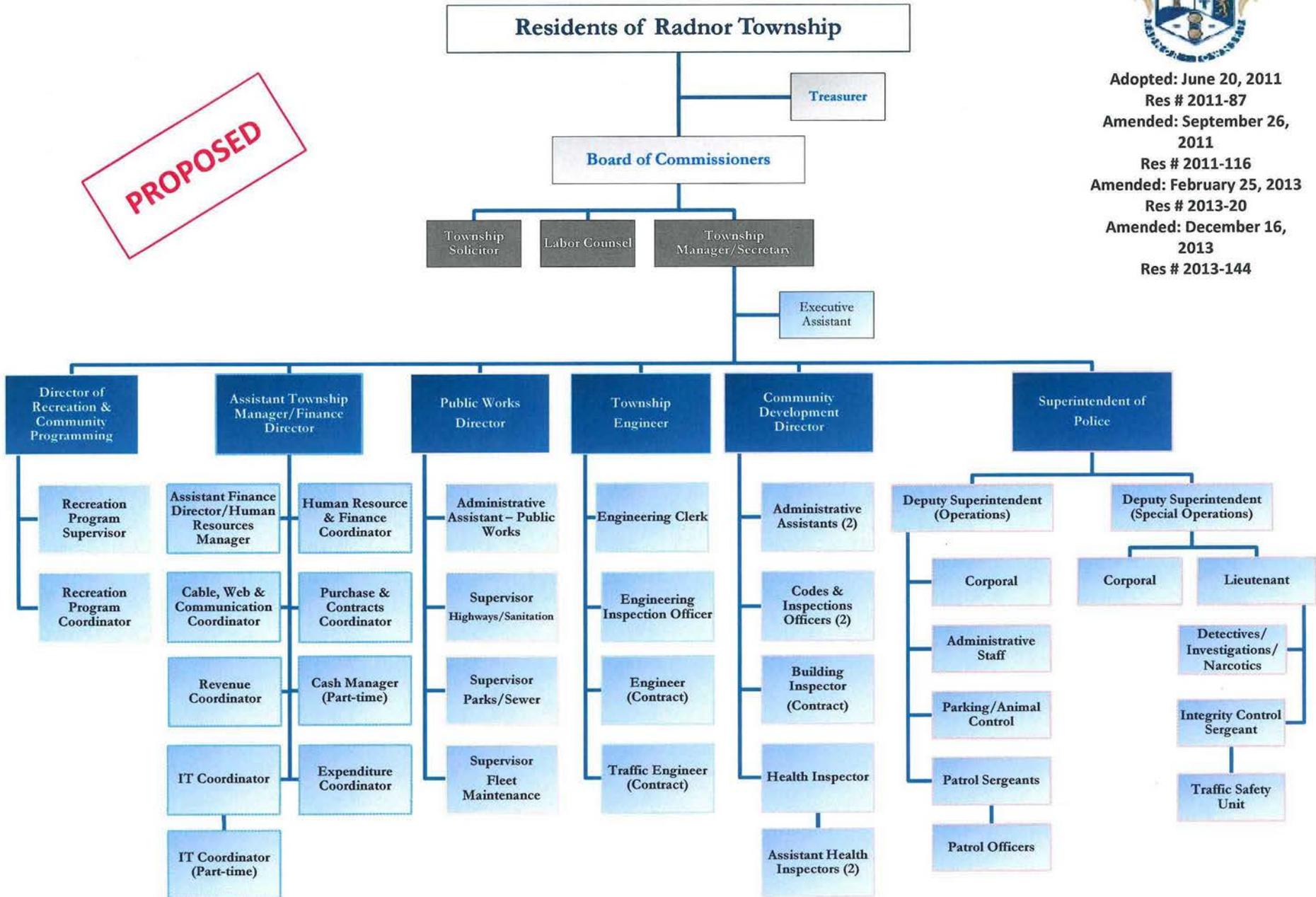
ATTEST: _____

RADNOR TOWNSHIP ORGANIZATIONAL CHART



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

PROPOSED

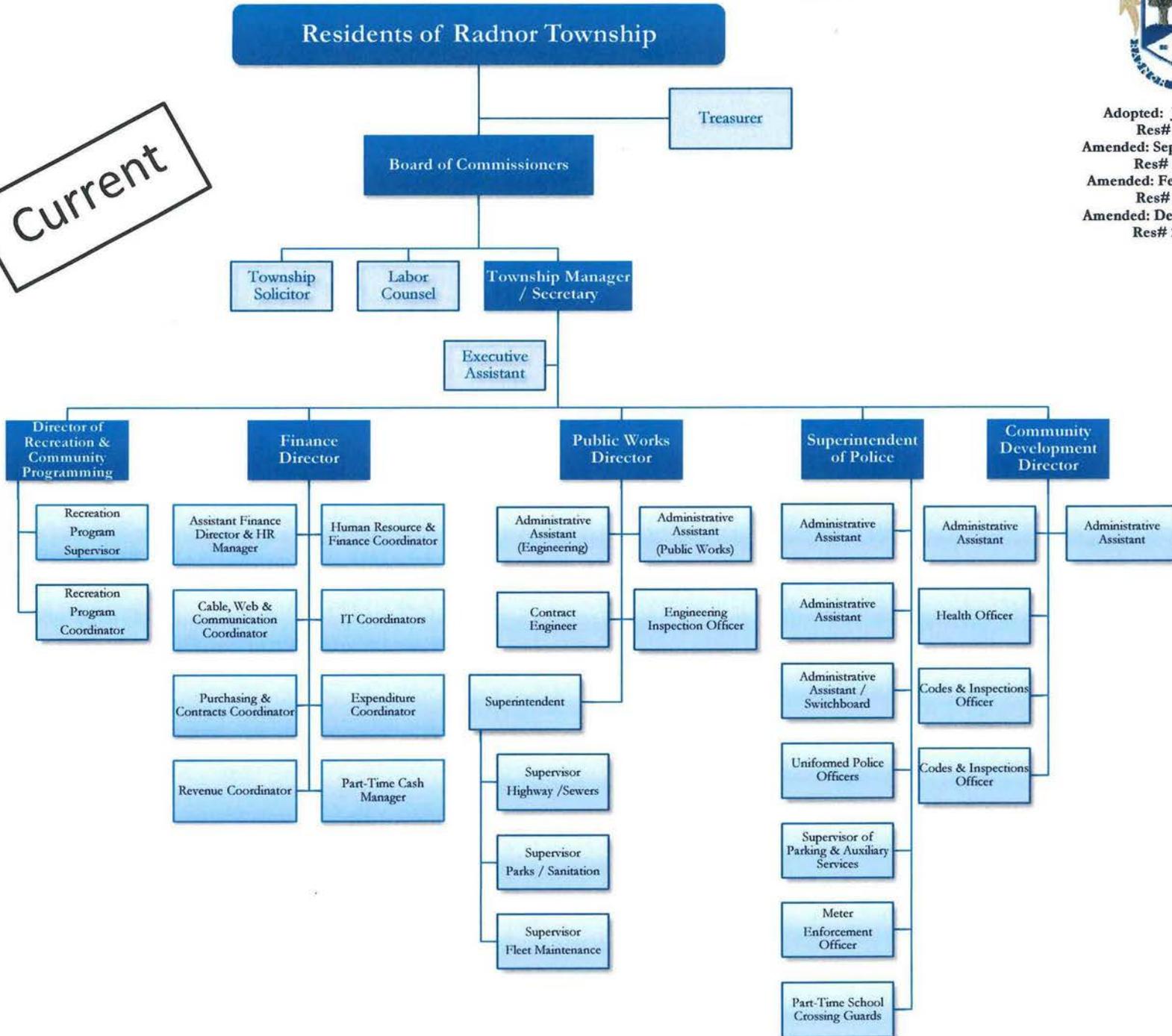


RADNOR TOWNSHIP ORGANIZATIONAL CHART



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

Current



Radnor Township, PA
 Reorganization Position Accounting
 2017 (partial year) and 2018 (full year)

Current Position	New Position	Department	Status		2017			2018		
					% of Year	Partial Year Total	Increase / (Decrease)	% of Year	Partial Year Total	Increase / (Decrease)
Superintendent: Operations	Removed	Public Works	Full Time	Vacant	100%	\$ (157,565)	\$ (157,565)	100%	\$ (161,898)	\$ (161,898)
Laborer: Solid Waste	Laborer: Solid Waste	Public Works	Full Time	Vacant	25%	\$ (27,539)	\$ (27,539)	0%	\$ -	\$ -
Laborer: Park Maint.	Laborer: Solid Waste	Public Works	Full Time	Vacant	25%	\$ (25,607)	\$ (25,607)	0%	\$ -	\$ -
Laborer: Park Maint.	Laborer: Solid Waste	Public Works	Full Time	Vacant	25%	\$ (30,402)	\$ (30,402)	0%	\$ -	\$ -
Code Inspector	Removed	Community Development	Part Time	Vacant	100%	\$ -	\$ -	100%	\$ -	\$ -
Property Maint. Inspector	Removed	Community Development	Part Time	Vacant	100%	\$ (24,570)	\$ (24,570)	100%	\$ (25,246)	\$ (25,246)
Health Inspector	Health Inspector	Community Development	Full Time	Vacant	25%	\$ (14,101)	\$ (14,101)	0%	\$ -	\$ -
IT Coordinator	IT Coordinator	Finance	Part Time	Vacant	25%	\$ (1,682)	\$ (1,682)	0%	\$ -	\$ -
Program Coordinator	Program Coordinator	Recreation and Comm. Prog.	Part Time	Vacant	25%	\$ (9,160)	\$ (9,160)	0%	\$ -	\$ -
Administrative Assistant (RATE)	Administrative Assistant (RATE)	Engineering	Full Time	Vacant	25%	\$ (22,609)	\$ (22,609)	0%	\$ -	\$ -
New Org Chart Changes					2017			2018		
Health Inspector	Health Inspector	Community Development	Full Time	New	75%	\$ 47,400	\$ 47,400	100%	\$ 64,938	\$ (68,348)
Health Inspector	Health Inspector Retirement	Community Development						100%	\$ (133,286)	
<i>Note: Hire another FT Health Inspector effective 4/1/2017 (Assumes that one FT Inspector retires at 12/31/2017)</i>										
Engineer	Engineer	Engineering	Part Time	New	50%	\$ 78,783	\$ 78,783	100%	\$ 161,898	\$ 161,898
<i>Note: Hire a Township Engineer effective 7/1/2017</i>										
Deputy Superintendent Lieutenant	New Promoted	Police Police	Full Time Full Time	Promotion Elimination	50% 50%	\$ 114,013 \$ (108,606)	\$ 5,408	100% 100%	\$ 234,297 \$ (223,184)	\$ 11,112
<i>Note: Promote Lieutenant to Deputy Superintendent effective 7/1/2017</i>										
Deputy Superintendent Lieutenant	New Promoted	Police Police	Full Time Full Time	Promotion Elimination	50% 50%	\$ 123,422 \$ (118,024)	\$ 5,399	100% 100%	\$ 253,633 \$ (242,538)	\$ 11,094
<i>Note: Promote Lieutenant to Deputy Superintendent effective 7/1/2017</i>										
Lieutenant Sergeant	New Removed	Police Police	Full Time Full Time	Promotion Elimination	75% 75%	\$ 158,106 \$ (139,697)	\$ 18,409	100% 100%	\$ 216,605 \$ (191,385)	\$ 25,220
<i>Note: Promote a Sergeant to vacated Lieutenant effective 4/1/2017</i>										
Superintendent	Retires	Police	Full Time	Elimination	0%	\$ -	\$ -	100%	\$ (233,170)	\$ (90,880)
Superintendent	New	Police	Full Time	Promotion	0%	\$ -	\$ -	100%	\$ 233,170	
Deputy Superintendent	Removed	Police	Full Time	Elimination	0%	\$ -	\$ -	100%	\$ (234,297)	
Parolman	New	Police	Full Time	Replacement	0%	\$ -	\$ -	100%	\$ 143,416	
<i>Note: In 2018, promote one of the Deputy Superintendents to Superintendent; Replace position with new Patrolman; Eliminate one Deputy Superintendent position</i>										
GROSS PAYROLL AND RELATED COST CHANGE						\$ (157,836)	\$ (157,836)		\$ (137,047)	\$ (137,047)
Healthcare Savings	New	All	Full Time		58%	\$ (59,264)	\$ (59,264)	100%	\$ (101,596)	\$ (101,596)
NET TOTAL						\$ (217,100)	\$ (217,100)		\$ (238,643)	\$ (238,643)

RESOLUTION NO. 2017-64

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE 2017 WAGE AND SALARY SCHEDULE

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

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

WHEREAS, the Board of Commissioners adopted Resolution 2016-122 on December 12, 2016 establishing the 2017 Wage and Salary schedule for all Township employees; and

WHEREAS, the Board of Commissioners is considering an amendment to the Township’s Organizational Chart; and

WHEREAS, pursuant to the Township’s Collective Bargaining Agreement with the Fraternal Order of Police, promotions from Sergeant to Lieutenant have a set pay differential; and

WHEREAS, in the effort to promote fiscal transparency, the Board wishes to amend the 2017 Wage & Salary Schedule to reflect the change in wages to Employees #101, #114, #110 pursuant to the proposed organizational chart.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby adopt the amendment to the 2017 Wage and Salary Schedule as follows so long as the reorganization is approved:

Department	Current Position	Promoted Position	Emp#	Approved 1/1/2017 Rate	Amended 2017 Rate
Police	Lieutenant	Deputy Superintendent	101	\$61.8784	\$66.5193
Police	Lieutenant	Deputy Superintendent	114	\$61.8784	\$66.5193
Police	Sergeant	Lieutenant	110	\$51.5642	\$61.8784

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 24th day of April, 2017.

RADNOR TOWNSHIP

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

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

Radnor Township



PROPOSED LEGISLATION

DATE: April 19, 2017

TO: Board of Commissioners

FROM: William M. White, Finance Director 

LEGISLATION: Resolution 2017-64 amending the 2017 Wage and Salary schedule to incorporate the increased wages for the proposed reorganization.

LEGISLATIVE HISTORY:

(1) The Board of Commissioner entered into a Collective Bargaining Agreement (“CBA”) with the Fraternal Order of Police (“FOP”) on March 13, 2017 as incorporated in Resolution 2017-52.

(2) The Board of Commissioners adopted Resolution 2016-122 on December 12, 2016 establishing the 2017 Wage and Salary schedule for all Township employees.

This would be the first amendment to the 2017 wage and salary schedule.

PURPOSE AND EXPLANATION: The purpose of this legislation is to align wages with the proposed reorganization.

FISCAL IMPACT: The cost of these three promotions are as follows:

Promoted Position	Current Rate of Pay	Amended Rate of Pay	Hourly Rate Difference	Annualized Cost (Includes PR Liab)
Deputy Superintendent	\$61.8784	\$66.5193	\$4.6409	\$11,112
Deputy Superintendent	\$61.8784	\$66.5193	\$4.6409	\$11,094
Lieutenant	\$51.5642	\$61.8784	\$10.3142	\$25,220

It should be noted that the reorganization is generating savings that will offset the increases in the table above.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the April 24, 2017 Board of Commissioner meeting.

Motion to Authorize for
the Promotion of

Deputy Superintendents

Andrew J. Block

Christopher B. Flanagan

Lieutenant

Shawn C. Dietrich

Administer Oath of Office
to Deputy Superintendents
and Lieutenant



MEMORANDUM

DATE: APRIL 19, 2017

TO: BOARD OF COMMISSIONERS

FROM: ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER/SECRETARY

RE: PROPOSED PAISBOA LEASE

Please see the below table outlining the current and proposed lease between Radnor Township and PAISBOA.

	Square Footage	Monthly Rent	Annual Rent	Term
Current Lease	1500	\$ 3,500.00	\$ 42,000.00	3 Years
Proposed Lease	2730	\$ 6,375.00	\$ 76,500.00	3 Years
<i>One-Time Payment of \$3,000 for new kitchen appliances</i>				

ORDINANCE NO. 2017-06

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING A THREE-YEAR LEASE FOR THE PHILADELPHIA AREA INDEPENDENT SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA) FOR A PORTION OF THE RADNOR TOWNSHIP MUNICIPAL BUILDING, CONSISTING OF APPROXIMATELY 2,730 SQUARE FEET

WHEREAS, the Township entered into a Lease Agreement with the Philadelphia Area Independent School Business Officers Association (PAISBOA) for a portion of the Township Municipal Building consisting of 1,500 square feet for a period of one year on September 1, 2010 which was subsequently extended and is currently set to expire on September 1, 2017; and

WHEREAS, PAISBOA wishes to lease a larger, separate portion of the Township Municipal Building consisting of 2,730 square feet for a three-year term; and

WHEREAS, Section §3.03 of the Radnor Township Home Rule Charter requires the enactment of an ordinance when entering into a lease for real property for a term of three or more years.

NOW, THEREFORE, be it *ENACTED* and *ORDAINED* by the Radnor Township Board of Commissioners that a new Lease, as set forth on the attached **Exhibit "A"**, is hereby approved between the Township and PAISBOA for a three-year term with a one-year renewal term for a portion of the Radnor Township Municipal Building, consisting of approximately 2,730 square feet to commence on June 1, 2017.

EFFECTIVE DATE. This Ordinance shall take effect in accordance with the Radnor Home Rule Charter.

REPEALER. That any Ordinances, or parts of Ordinances, conflicting with this Ordinance is hereby repealed to the extent of such inconsistency.

SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of Radnor Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

ENACTED and *ORDAINED*, this _____ day of _____, 2017.

RADNOR TOWNSHIP

By: _____

Name: Elaine P. Schaefer
Title: President

ATTEST: _____

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

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made effective this _____ day of _____, A.D., 2017, by and between RADNOR TOWNSHIP (hereinafter "Landlord") and PHILADELPHIA AREA SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA) (hereinafter "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Premises upon all the terms and conditions herein contained. Intending to be legally bound hereunder and in good and valuable consideration of the rents herein reserved and the mutual covenants herein contained, Landlord and Tenant hereby agree as follows:

1. LEASED PREMISES.

A. Landlord, for and in consideration of the covenants and conditions hereinafter contained on the part of the Tenant to be performed, and in consideration of the rental hereinafter reserved, does hereby grant, lease, demise, and let unto Tenant and Tenant does hereby rent, and take from Landlord ALL THAT CERTAIN real property consisting of approximately 2,730 square feet of office space, more or less, of that portion on the second floor of the Radnor Township Municipal Building as more fully described in *Exhibit "A"*, located at 301 Iven Avenue, Radnor Township, Delaware County, Pennsylvania, all of which are hereinafter called the "Leased Premises" and/or "Premises" and/or "Property". Landlord warrants and represents that Radnor Township is the owner of the Leased Premises and has good and marketable title thereto.

B. The Landlord has leased to the Tenant and the Tenant has leased from the Landlord the Leased Premises together with use of the parking areas, use of the lunch room, use of the fitness room, one (1) dedicated landline for the fax machine, wireless internet access (public wireless network) and all of the fixtures, apparatus, and existing office furniture, together with all rights and easements appurtenant to be provided by Landlord and located therein. Tenant acknowledges and agrees that Tenant has the right to use the wireless internet access provided by Landlord. Tenant further acknowledges and agrees that Landlord does not guarantee or warrant security for the use of the internet access and that Tenant shall to the fullest extent allowed by law, indemnify, defend and hold harmless the Landlord against any and all claims, damages, liabilities, demands, fines, losses, liabilities, costs or deficiencies (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action and/or proceeding) arising out the use of the internet access.

C. Tenant may request and schedule to use the Radnorshire meeting room located on the first floor of the Township Municipal Building at a cost of Two Hundred Fifty Dollars (\$250.00) per meeting.

D. Tenant shall provide Landlord access to its purchasing consortium for purposes of gaining professional development software, training and the like.

2. USE. Tenant shall continuously use and occupy the Leased Premises during the Term of this Lease, which use and occupancy shall be solely for the purpose of office space and related training, and for no other purpose or purposes without the prior written consent of Landlord. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if a failure to procure such a license or permit might or would in any way affect Landlord, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit

3. TERM.

A. The term of this Lease shall be for a period of three (3) years ("Term") commencing the 1st day of June, 2017 and expiring at 11:59 p.m. on the 31st day of May, 2020.

B. Either party shall have the right to terminate this Lease upon giving notice to the other, in writing, at least ninety (90) days prior to the last day of the Term or the subsequent renewal term that the Lease will terminate on the last day of the then current Term.

C. If neither party gives notice of termination to the other as described in Section 3.B. above, the Lease shall continue for one additional one (1) year term ("Renewal Term"). This Lease shall automatically terminate on the last day of the Renewal Term unless otherwise agreed by both parties in writing. The Renewal Term shall be upon the same terms, provisions and conditions as are in effect under this Lease immediately prior to the time such Renewal Term begins.

4. RENT AND LATE PAYMENT .

A. The annual rental payable by Tenant to Landlord during the Term of the Lease Term shall be Seventy-Six Thousand Five Hundred Dollars (\$76,500.00) payable in monthly installments of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00) in advance upon the first day of each month during the Lease Term. Timely payment of the rental and performance of all terms and conditions of this Lease are of the essence of this Lease.

B. The payment of rent shall commence on June 1, 2017.

C. If the monthly rental is not paid within five (5) days of the day that it is due, Tenant agrees to pay a late charge of Six Hundred Thirty-Seven Dollars and Fifty Cents (\$637.50) or ten percent (10%) of the monthly payment, whichever is greater. The late charge shall compensate Landlord for additional administrative costs and expenses caused by the late payment. If payment is made to Landlord at the proper address by first class mail, postage prepaid, then the date of the postmark shall be used as the date of payment.

D. Upon the execution of this Lease the Tenant shall pay Landlord the first month's rent in the amount of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00).

E. Upon the execution of this Lease, the Tenant shall pay Landlord a one-time payment in the amount of Three Thousand Dollars (\$3,000.00) for kitchen appliances.

5. SECURITY DEPOSIT. Tenant shall deposit and maintain with Landlord the sum of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00) as a security deposit hereunder, which shall be available to be used by Landlord towards the satisfaction of any of the duties or liabilities of Tenant hereunder upon default.

6. UTILITY CHARGES AND SECURITY SERVICES.

A. Landlord shall be solely responsible for all charges for heat, electricity, water, trash, janitorial services and any other utilities and services used upon or furnished to the Leased Premises, except as provided in Section 6.C.

B. Landlord shall provide uninterrupted electrical power to all "orange" outlets located in the Leased Premises (via UPS/generator).

C. Tenant shall be solely responsible for the purchase, installation and maintenance of all phone systems, private internet services and/or cable communications, including all costs and charges imposed upon such services.

D. Landlord shall provide and maintain a security system with security card access operated by the Township.

7. ASSIGNMENT-SUBLETTING. Notwithstanding any provision herein to the contrary, Tenant shall not assign or in any way transfer this Lease or any estate or interest therein, to any other party, and will not lease or sublet the Premises, or any part or parts thereof, except that PAISBO will be sharing office space with two sub-consultants, Al Greenough DBA Mid-Atlantic Purchasing, and Robert Sager DBA Edu-Tech. Tenant will at all times be solely responsible for all rent payments and other terms and conditions of this Lease.

8. REQUIREMENTS OF LAW. Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Municipal governments and of any and all of their Departments and Bureaus which are applicable solely to the use of the Leased Premises by Tenant during the term or any renewal thereof; provided, however, that nothing contained in this Section 8 shall be deemed to obligate Tenant to make any structural changes in, or to correct any structural defects in, the building or improvements on the Leased Premises, or to make any repairs, changes or alterations or to add any equipment or device rendered necessary by any building or other improvement not having been constructed in compliance with law. Landlord represents that as of the commencement date, the Leased Premises is not, to the best of Landlord's knowledge, in violation of any such governmental law, regulation or requirement and Landlord shall comply will all statutes, ordinances, rules,

regulations, orders and requirements of the Federal, State and Municipal governments and with any and all of their Departments and Bureaus applicable to the physical nature and character of the Leased Premises being otherwise applicable to the construction or makeup of the Leased Premises as opposed to the use thereof by Tenant.

9. RIGHT TO COMPLY. In case of the Tenant, after the time required to remedy defaults under this Lease, shall fail or neglect to comply with the statutes, ordinances, rules, regulations, orders and requirements set forth in Section 8, or any of them, and required to be complied with by the Tenant, then the Landlord or his agents may, by entry if required, comply with any and all of the said statutes, ordinances, rules, regulations, orders and requirements at the risk and expense of the Tenant, and recover such expense from the Tenant; any sums owing by Tenant to be added to the next monthly installment of rent and to be collectable as rent.

10. DISCONTINUANCE AND INTERRUPTION OF SERVICE.

A. Landlord shall not be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability or disruption of any utility service and the same shall not constitute a termination of this Lease, or actual or constructive eviction of Tenant.

B. In the event utilities serving the Leased Premises are disrupted due to the negligence or acts of omission of Landlord, its agents, contractors, servants or employees, Landlord shall promptly restore the affected utilities at Landlord's sole cost and expense. If the disrupted utilities are not restored by Landlord within five (5) days after the Landlord has received written notice of the disruption, and Tenant is unable to conduct its business in the Leased Premises due to the disruption of utility service, the Rent shall be abated commencing on the time service was disrupted and ending on the date Landlord restores the disrupted utilities. In no event, however, shall Landlord be liable for consequential damages resulting from any disruption of utilities.

C. Landlord, with the consent of Tenant, shall at all times have the right to alter any and all utilities, and the equipment relating thereto, serving the Leased Premises. Tenant shall execute and deliver to Landlord without delay such documentation as may be required to effect such alteration. Landlord shall use good faith efforts not to materially affect Tenant's business operations in the Leased Premises during such period of alteration.

11. REPAIRS.

A. Landlord shall, at Landlord's expense, maintain and repair the heating, ventilating and the air-conditioning systems ("HVAC System"), plumbing systems and the interior of the Leased Premises and the fixtures therein except as hereinafter required to be done by Tenant. Tenant shall not clog any plumbing, sewers, waste pipes, drains and water closets used by Tenant, and if the same shall become clogged as a result of Tenant's use, Tenant shall repair the same. If Tenant shall fail to start any work required to be done by Tenant under this Section 11 within fifteen (15) days after written notice from Landlord and to complete the same with reasonable diligence, then Landlord may provide such repairs or maintenance for the account of Tenant and the cost thereof shall be added to the next monthly installment of rent

payable hereunder and collectable as rent.

B. Landlord shall, at Landlord's expense, keep certain elements of the Leased Premises in good order, repair and condition, and to replace if so required the foundation, floor slab, roof, all electric and plumbing systems, pipes, tubes, and other conduits and utility lines of the Demises Premises or embedded into the structure of the Leased Premises or within or under the floor slab; flashings, gutters and downspouts; interior load bearing walls and exterior walls, repairs to the streets, access drives, service drives, curbing, sidewalks; all repairs, structural or otherwise to the interior of the Leased Premises made necessary by structural failures, acts of God and leakage or flowing of water into the Leased Premises; all repairs, structural or otherwise, occasioned by losses which are covered by either Landlord's casualty policy or by a standard fire and extended coverage policy; and all necessary replacements of the HVAC System to maintain same in good operating condition.

C. Unless specified herein, any repairs to be made by Landlord will be made within a reasonable time after notice from Tenant. Notwithstanding, Landlord shall commence said repairs within thirty (30) days after notice from Tenant and thereafter diligently prosecute the same to completion; subject to strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, wherein in such event(s), the period for repairs shall be extended for the amount of time Landlord is so delayed.

12. ALTERATIONS AND REMOVALS. Tenant may not make any non-structural alterations, additions, and/or improvements to the Leased Premises unless Tenant receives written approval of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall be obligated to restore the Leased Premises to their original condition, wear and tear excepted. Tenant shall have the right to remove any or all such non-structural alterations, additions, and improvements from time-to-time and at the expiration or earlier termination of this Lease; provided, however, that any such alterations, additions and improvements installed and paid for by Tenant not removed by Tenant shall become the property of Landlord. Tenant shall have the right to install and remove from time-to-time and at the expiration or earlier termination of this Lease, whether the same be attached to the Leased Premises or otherwise, Tenant's trade fixtures and equipment and business fixtures and equipment including, without limitation, office partitions, platforms, and furniture as well as any building machinery and building equipment belonging to Tenant. Tenant shall promptly repair any damage to the Demises Premises caused by the removal by Tenant of any of Tenant's property therefrom.

13. LANDLORD'S RIGHT OF ACCESS. Landlord, his agents, servants and employees shall have the right to enter the Leased Premises (on 24-hours verbal or written notice), for the purposes of inspecting the same to ascertain whether Tenant is performing the covenants of this Lease, and during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises or otherwise in the event of need, under special arrangements with Tenant, for the purpose of making required repairs, alterations, improvements or additions, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required without the same constituting and eviction of Tenant in whole or in part, and, except as otherwise

provided, the rent reserved shall in no way abate while said repairs are being made by reason of loss or interruption of the business of Tenant because of the prosecution of any such work. During the one hundred twenty (120) days preceding the expiration of this Lease, Tenant shall permit Landlord or Landlord's agents to show the Leased Premises to prospective Tenants with reasonable frequency during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises.

14. INSURANCE; INDEMNITY. Tenant shall carry during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, and fire insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the property, or the occupancy or use by Tenant of the property, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

15. LANDLORD'S INSURANCE. Landlord also may, but shall have no obligation to, carry, at its sole cost and expense unless Tenant is not carrying such insurance as provided under this Agreement during the Term hereof (in which event the cost shall be that of Tenant and shall be deemed Additional Rent hereunder), all risk property insurance, comprehensive liability insurance and any other insurance deemed appropriate by Landlord (hereinafter "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage insuring the improvements and betterments located at the Leased Premises for one hundred percent (100%) of the replacement value thereof, together with all other coverages deemed appropriate by Landlord.

16. WAIVER OF SUBROGATION. Tenant hereby waives any rights they may have against the Landlord on account of any loss or damage occasioned to Tenant in or about the Leased Premises or its contents, arising from any risk covered by fire and extended coverage insurance. The parties hereto each, on behalf of their respective insurance companies insuring the property of the parties hereto against any such loss, waives any right of subrogation that such insurers may have against the parties hereto.

17. CONDITION OF THE LEASED PREMISES. By taking and assuming possession of the Leased Premises, Tenant acknowledges that it has: (i) inspected the Property; and (ii) accepted the Leased Premises, and all improvement, betterments and equipment, with no representation or warranty by Landlord as to the condition or suitability of the Leased Premises and/or Property for the Tenant's purpose. Tenant accepts the Leased Premises as is, where is, with all faults, latent or otherwise, and without any representations, warranties or promises from Landlord whatsoever, provided however the Landlord represents and warrants that, to its knowledge, the Tenant's use of the Leased Premises for office space under this Lease is in full compliance with the applicable law, regulations and zoning currently in effect.

18. SIGNS. Tenant shall not have the right to place signs on any part of the Leased Premises unless approved in advance by Landlord. It is contemplated that Tenant will have a single sign on the exterior of the Leased Premises and temporary signs from time-to-time for business events.

19. WASTE AND NUISANCE.

A. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises and shall not place a load upon any floor of the Leased Premises which exceeds the weight per square foot which such floor was designed to carry. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Township Municipal Building. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing or other device which will carry sound or odors outside the Leased Premises. Tenant agrees that business machines and mechanical equipment used by Tenant which cause vibration or noise that may be transmitted to the building or buildings comprising the Township Municipal Building or to the Leased Premises, to such a degree as to be reasonable objectionable to Landlord or to any occupant, shall be placed and maintained by Tenant at its expense in setting of cork, rubber or spring-type vibration isolators sufficient to eliminate such vibrations or noise.

B. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance to other tenants, neighbors and business invitees of Tenant and the general public in the Township Municipal Building, parking areas or other common areas.

20. DAMAGE OR DESTRUCTION. If the Municipal Building is damaged by fire or other casualty that, in Landlord's reasonable judgment substantial alteration or reconstruction of the building shall be required, or if the Leased Premises has been damaged, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of such casualty. Such termination shall be effective as of the date of fire or casualty with respect to any portion of the Leased Premises that was rendered untenable, and secondly, as of the effective date of termination specified in Landlord's notice with respect to any portion of the Leased Premises that remains tenable. If this Lease is not so terminated by Landlord, Landlord shall proceed with reasonable diligence to restore the Leased Premises and the building, and minimum rent shall abate from the date of the casualty.

21. SUBORDINATION TO MORTGAGE. All mortgages which now or in the future affect the building have priority over this Lease. This means that the holder of a mortgage may end this Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If Tenant refuses, Landlord may sign the papers on behalf of the Tenant.

22. REMEDIES OF LANDLORD UPON TENANT'S DEFAULT.

A. Tenant agrees that if any rent or any charges herein included as rent shall remain unpaid on any day on which the same ought to be paid, then Landlord or any person

acting under Landlord, may enter the Leased Premises and without further demand proceed by distress and sale of the goods there found to levy the rent and all other charges herein payable as rent, and all costs and officer's commissions, including watchmen's wages and further including a sum equal to five (5%) percent of the amount of the levy as commissions to the constable or other person making the levy, shall immediately attach and become a part of the claim of said Landlord for rent and any tender of rent without said costs, commissions and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of said Landlord. Tenant hereby expressly waives the benefit of all laws now made or that may hereafter be made regarding any limitation as to the goods upon which, or the time within which distress is to be made after removal of goods, and further relieves the Landlord of the obligation of proving or identifying or appraising such goods and said Tenant hereby agrees to leave no goods of any kind for use on the Leased Premises with the understanding that such goods shall be exempt from levy for rent and other charges herein reserved as rent, it being the purpose and intent of this provision that all goods of Tenant, whether upon the Leased Premises or not, shall be liable to distress for rent. Tenant waives in favor of Landlord all rights under the Landlord and Tenant Act of 1951, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five (5) days from said distraint without any appraisal and/or condemnation thereof. Tenant further waives the right to issue a Writ of Replevin under the Laws of the State of Pennsylvania now in force or which may be hereafter enacted, for the recovery of any articles and goods seized under a distress for rent or levy upon execution for rent, damages or otherwise, and all waivers mentioned herein are hereby extended to apply to any such action. In addition to the foregoing, Landlord shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, using as much force as necessary and such property may be removed and stored in a public warehouse at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

B. Should Landlord elect to re-enter the Leased Premises as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law it may either terminate this Lease or it may from time-to-time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, brokerage fees payable by Landlord to its agent under both the existing letting hereunder and the reletting, and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless the termination thereof be decreed by a court of competent

jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

C. Tenant further agrees and it is hereby made a condition of this Lease, or any extension thereof, that if Tenant shall commit any of the breaches enumerated in Section 25 hereof, then Landlord, in the event of any such breach or breaches, at its sole option, may give Tenant a Notice of Intention to end the term of this Lease at the expiration of five (5) days from the service of such Notice of Intention, and upon the expiration of said five (5) day period this, Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) as well as all of the right, title and interest of the Tenant hereunder shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein originally specified for the expiration of the term herein demised; and Tenant shall then immediately quit and surrender to Landlord the Leased Premises, including, any and all buildings and improvements thereon, and Landlord may enter into and repossess the Leased Premises by summary proceedings, detainer, ejectment, or otherwise and remove all occupants thereof and at Landlord's option, any property thereon without being liable to indictment, prosecution of damage therefore.

D. Should Landlord at any time terminate this Lease for any breach hereof or exercise its right of re-entry hereunder, then, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees and the amount of rent and charges equivalent to rent reserved in this for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord and Landlord shall thereafter pay to Tenant, at such time or times as Landlord shall be in receipt of the same, the rent for the Leased Premises for the remainder of the stated term collected from tenants thereafter using the premises, up to the amount of the rent reserved which has theretofore been collected from Tenant, less costs of reletting, including brokerage commissions, attorney's fees, costs incurred in making repairs, replacements or decorations in the Leased Premises, advertising expenses and all other costs and expenses incidental or consequent to such reletting. It is hereby further understood that any such reletting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled to credit in respect to any net rents from such a reletting (except to the extent that such net rents are actually received by Landlord). Landlord shall in no event be responsible or liable for any failure to relet the Leased Premises or any part thereof, nor for failure to collect the rental therefore under such reletting.

E. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other amount due under the provisions of this lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including, all court costs and reasonable attorney's fees.

F. In the event of any default hereunder, Tenant agrees that thereupon and in such event the whole rent reserved for the balance of the term and all other sums payable hereunder as rent for the balance of the term or any part thereof shall immediately become due and payable in advance, and Landlord may immediately proceed to distain, collect,, confess judgment or bring action for the said whole rent or such part thereof provided for in case of rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof.

G. In the event Tenant breaches or threatens to breach this Lease prior to possession, in addition to any other rights accruing to Landlord by operation of law or equity, by or under any legal proceedings, or by the provisions of this Lease, Landlord may cancel this Lease by giving Tenant five (5) days written notice of its intent to do so whereupon all security deposits will be retained by Landlord as liquidated damages and Landlord, at its option, may proceed to relet the Leased Premises with no liability or obligation to Tenant whatsoever. This Section shall be self-operative and no further instrument of cancellation shall be required of Tenant and Landlord.

H. It is further agreed that in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, Landlord shall have the right to injunctive relief to restrain the Tenant and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements are herein provided. It is further agreed that each and every right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law of in equity or by statute or otherwise.

23. QUIET ENJOYMENT. Landlord does covenant that Tenant on paying the rent and performing the covenants aforesaid shall and may peaceable and quietly have, hold and enjoy the said Leased Premises during all terms of this Lease.

24. WAIVER. Neither Landlord nor Tenant shall be deemed to have waived any provisions of this Lease, including breach of any term, covenant, provision of this Lease, unless the same has been specifically waived by Landlord or Tenant, as the case may be, in a writing executed by an authorized officer of Tenant or Landlord. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. NOTICES. Whenever any demand, request, approval, consent or notice (“Notice”) shall or may be given by one party to the other, Notice shall be addressed to the parties at their respective addresses set forth as follows:

Notice to Landlord shall be addressed to: Township Manager
Township of Radnor
301 Iven Avenue
Wayne, PA 19087

Notice to Tenant shall be addressed to:

Any such notices shall be and delivered by a nationally recognized overnight express courier (i.e.: FedEx), or registered or certified mail return receipt requested, postage prepaid. The date of actual receipt shall be deemed the date of service of Notice. In the event an addressee refuses to accept delivery, however, then Notice shall be deemed to have been served on either (i) the date delivery is refused, (ii) the next business day in the case of delivery by overnight courier, or (iii) three (3) business days after mailing the notice in the case of registered or certified mail. Either party may, at any time, change its Notice address by giving the other party Notice, in accordance with the above, stating the change and setting forth the new address.

26. RECORDING. Neither this Lease nor any memorandum thereof shall be recorded without the written consent of Landlord and Tenant.

27. SURRENDER AND HOLDOVER.

A. Tenant, upon expiration or earlier termination of this Lease, or any renewal or extension hereof, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Leased Premises in "broom-clean" condition and in good repair. In the event that Tenant shall fail to surrender the Leased Premises, Landlord in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, an amount equal to twice the minimum rent, provided, however, that nothing contained in this section shall be deemed or construed as conferring upon Tenant a right to remain in possession of the Leased Premises beyond the expiration or termination of the Lease, or any extension or renewal hereof.

B. In the event Tenant shall remain in possession of the Leased Premises with Landlord's consent but without having executed a new Lease or an extension or renewal of the within Lease, then Tenant shall be deemed to be in occupancy and possession of the Leased Premises as a Tenant from month to month, subject to all the other terms, conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. In the event that there occurs such consensual holdover as aforesaid, and if either party thereafter desires to terminate said occupancy at the end of any one month period following the expiration date of the term of this Lease, the parties so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect.

28. WAIVER OF LIENS. Tenant agrees that in the event that the Landlord gives

written approval and permits any alterations or repairs to be made to the Leased Premises, that before any work is started or performed, a Waiver of Liens shall be prepared by the Landlord at the Tenant's expense and signed by the contractor and/or materialmen and the Landlord. That said Waiver of Liens shall be filed of record at the Tenant's expense in accordance with the Mechanic's Lien Laws of the Commonwealth of Pennsylvania. The parties hereto agree that a Waiver of Liens will only be required where the improvements or repairs are in excess of Five Thousand (\$5,000.00) Dollars.

29. COVENANTS RUN TO HEIRS. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements, and undertakings in this Lease contained shall extend to and be binding on the respective successors and assigns of the respective parties hereto and the same as if they were in every case named and expressed.

30. LIMITATION OF LANDLORD'S LIABILITY.

A. Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or any obligation or liability arising therefrom or in connection therewith unless such liability is the result of Landlord's or Landlord's agents or invitees negligent act(s) or omissions.

B. All property (whether real, personal or mixed) at any time located in or upon the Property shall be at risk of the Tenant only, and Landlord shall not become liable for any damage to said property or to Tenant, or to any other person or property caused by water leakage, steam, sewage, gas or odors or to any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes, or any fixtures or equipment or appurtenances whatsoever, unless said damages are a result of Landlord's or Landlord's agents or invitees negligence or act(s) or omissions.

31. NO MODIFICATION. This Lease is intended by the parties as a final expression of their agreement as a complete and exclusive statement of the terms thereof. All prior negotiations, considerations and representations between the parties (oral or written) having been incorporated herein. No course of proper dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. No representations, understandings, agreements, warranties or promises with respect to the Leased Premises, the Property, the Adjacent Parcel and/or the Building or with respect to past, present or future activities, tenancies, rents, expenses, operations, or any other matter have been made or relied upon in the making of this Lease, other than those specifically set forth herein. Except as otherwise provided under this Lease, the Property is being delivered as is. This Lease may only be modified, or a term thereof waived, by a writing signed by an authorized officer of both Tenant and Landlord.

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

33. RELATIONSHIP OF PARTIES. This Lease shall not create any relationship between the parties other than that of Landlord and Tenant.

34. ENVIRONMENTAL MATTERS.

A. Tenant shall not cause or allow the generation, use, treatment, storage, emission, spill, release, discharge or disposal of Hazardous Substances (as hereinafter defined) existing on or near the Property, except that Tenant may handle waste generated from Tenant's operations provided the same is stored, handled and disposed of in accordance with all applicable laws.

B. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible for the clean-up or remediation of any Hazardous Substances existing on or near the Property on or before the date of this Lease.

C. Tenant will indemnify and hold harmless Landlord, its successors and assigns, from and against any and all liabilities, actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorney's fees, consultants' fees and remedial costs), suits, costs of any settlement or judgment and claims which may be paid, incurred or suffered by Landlord as a result of the presence on or under the Property of Hazardous Substances, which presence is due to any act or omission of Tenant which is (1) negligent, (2) unlawful, or (3) in violation of Tenant obligations pursuant to this Lease. Neither Landlord nor Tenant shall be liable under this Subsection C for the acts or omissions of third parties.

D. "Hazardous Substances" shall mean hazardous or toxic substances, wastes, materials, pollutants and contaminants which are regulated by or included in any law, rule, regulation, or ordinance, enacted, issued or promulgated by any federal, state or local government entity or authority having jurisdiction over the Building, the Property or Tenant's business therein.

35. AUTHORSHIP. Neither party to this Lease shall be benefited or burdened by any rule of document interpretation or construction that otherwise would construe a document or provision against the interest of the author of that document or provision.

36. CAPTIONS. The captions, headings, article and section numbers, and index appearing in this Lease have been inserted only for convenience of reference and are intended in no way to define, limit, construe, or circumscribe the scope or intent of the sections or articles designated thereby nor in any way to affect this Lease.

37. ACCORD AND SATISFACTION. Payment by Tenant or receipt by Landlord of a lesser amount of rent or other charges herein stipulated shall be deemed to be on account of the earliest stipulated rent or other charges, and no endorsement or statement on any check or any letter accompanying any check payment as rent. Other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's

right to recover the balance of such rent or other charges or pursue any other remedy in this Lease against Tenant.

38. GOVERNING LAW. This Lease shall be construed in accordance with the laws of Pennsylvania. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and their respective seals thereunto affixed as of the day and year first above written.

WITNESS:

LANDLORD: RADNOR TOWNSHIP

By: _____
Name: Elaine Paul Schaefer
Title: President, Board of Commissioners

WITNESS:

TENANT: PHILADELPHIA AREA SCHOOL
BUSINESS OFFICERS ASSOCIATION

By: _____
Name:
Title:

RESOLUTION # 2017-66

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, RE-ESTABLISHING A STORMWATER MANAGEMENT ADVISORY COMMITTEE (SWMAC)

WHEREAS, the Township has developed a comprehensive Stormwater Collection and Management Program, designed to: a) support regulatory compliance; b) address drainage and flooding problems; c) provide for stormwater infrastructure rehabilitation; d) provide for environmental protection in a sustainable and environmentally conscious manner; and e) promote public education, outreach and involvement; and

WHEREAS, the Township has also established a stormwater improvement program with dedicated revenue through a stormwater fee imposed on developed real property in the Township; and

WHEREAS, the Township Board of Commissioners established an initial SWMAC pursuant to Resolutions 2013-103 and 2015-131 and the Board now desires to re-establish and restate the membership, purpose and goals of the SWMAC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Radnor Township, that there is hereby re-established a Radnor Township Stormwater Management Advisory Committee as follows:

- 1) The SWMAC shall consist of an advisory committee of five electors appointed by the Board of Commissioners (BOC) for three year terms.
- 2) The SWMAC shall include, but will not be limited to, Township property owners, representatives of the Township's business community, and representatives of local institutions and services agencies. Appointments shall include individuals with technical expertise and subject matter interest in stormwater management and its impact on water quality and flood control.
- 3) The current appointed members to the SWMAC shall complete their terms, however, no new appointments shall occur until membership has been reduced to five members.
- 4) The duties of the SWMAC shall be as follows:
 - To provide advice to the Public Works Department and BOC regarding compliance with the Pa. Stormwater Management Act and the township's Municipal Separate Stormwater System requirements (MS-4)
 - To recommend capital stormwater projects to be included in the annual budget on or before July 1 of each year and to assist township staff, upon request, in establishing the Stormwater budget

- To prepare and implement a credit program for township property owners.
- The Committee will act as the Radnor Township liaison to the surrounding local governments who are in the same watersheds as Radnor Township, including but not limited to Tredyffrin Township and Easttown Township.
- To provide advice and comments to the Board of Commissioners through regularly scheduled reports.

5) Resolutions 2013-103 and 2015-131 are hereby repealed.

SO RESOLVED this 24th day of April, 2017.

RADNOR TOWNSHIP

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

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

**RESOLUTION NO. 2017-65
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, ESTABLISHING A POLICY FOR TELEVISIONING
OR TAPING PUBLIC MEETINGS WITHIN THE RADNOR
TOWNSHIP MUNICIPAL BUILDING**

WHEREAS, the Radnor Township Board of Commissioners desires to establish a policy for televising or taping public meetings held within the Township Municipal Building; and

WHEREAS, the Township currently televises and/or tapes several public meetings for Township Advisory Boards and Commissions; and

WHEREAS, the Board desires to clarify and prioritize what Advisory Boards and Committees should be televised.

NOW, THEREFORE, be it hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby establish the following policy for televising or taping public meetings of Township Advisory Boards and Commissions:

1. All Township Board and Commission meetings shall be televised not including the Radnor-Haverford-Marple Sewer Authority or the Memorial Library of Radnor Board.

2. In the event that there is an irreconcilable conflict regarding Township meetings on the same date and/or a lack of the required technology to televise or tape multiple meetings, the Township may eliminate the following meetings from mandatory televising or taping:

- a. Citizens Communication Council
- b. Civil Service Commission
- c. Building Code Appeals Board
- d. Educational Service Agency
- e. Rental Housing Appeals Board

3. All other Board and Commission meetings not identified in the foregoing paragraph shall be televised. If televising is unavailable then the meeting must be rescheduled to the next available date where televising is available. This requirement would not apply for any Board or Commission meeting under a required time restraint mandating the necessity for a meeting.

4. All advisory Boards and Commissions have the right to meet in executive session provided that such meetings comply with the Pennsylvania Sunshine Act. Robert's Rules of Order shall apply and minutes shall be taken at all meetings.

5. The Township staff is directed to evaluate and report on the feasibility and cost of creating a second venue for televising advisory Board and Commission meetings.

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

RADNOR TOWNSHIP

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

ATTEST: _____

To the Board of Commissioners,

CARFAC was established to independently assess, interpret and analyze complicated, highly technical topics the Board must consider in managing the township. Over the last six years, CARFAC members have been honored to advise the township on critical issues and initiatives such as pension and OPEB funding, an existing swaption, financial forecasting, creation of a stakeholders report, as well as the annual audit and annual budget.

CARFAC's analysis identifies best practices in use in other municipalities and what is sustainable over the long-term. CARFAC makes no decisions. Its analysis has no direct effect on any person or institution in the Township. It is strictly deliberative and advisory. It has no enforcement authority. The word advisory is in the committee's name, and defines its purpose. Members of the public have always been welcome to observe its meetings. The minutes of its meetings are available on the Township's website.

The members of CARFAC have held extensive discussions regarding televising and recording its meetings since the issue came up last December. We believe that the issue is not actually about televising meetings. Rather, we believe that it has developed from a mistaken opinion that CARFAC is being influenced by township administration to take certain positions. Nothing could be further from the truth. There seems to be a belief that televising or recording our meetings will either demonstrate that this is occurring or prevent it from happening – essentially placing a “nanny cam” at our meetings. We view this as entirely disrespectful to our professionalism and the personal integrity of each CARFAC member. If there is truly a concern about CARFAC's independence, then let's discuss that explicitly. Televising meetings is not the solution.

We have always held our openness, honesty, integrity and transparency in the highest regard. In fact, we do televise and/or publically publish our reports, typically at a BOC meeting. We also have created recorded reports, posted to the township web site. We televised our March meeting and plan to televise key meetings regarding the audit report and five year financial forecast. However, we do not believe that a formal resolution that mandates televised meetings provides the needed flexibility or is the best use of the township's resources, nor is it respectful of our professional judgement.

CARFAC is a project-based committee. Recording or televising meetings would inhibit, or worse, eliminate brainstorming and the free flow of ideas as committee members would be concerned that developing ideas would be later misrepresented or taken out of context. This is of particular concern since the recordings are made available permanently and accessible essentially anywhere in the world. Further, the physical layout of the meeting room as a dais would hinder informal and effective conversation.

CARFAC members are further concerned that people may inappropriately exploit their professional affiliations, which could inhibit the free flow and brainstorming of ideas.

Televising all CARFAC meetings will defeat its ability to examine the technical aspects of its assigned projects from a purely analytical, independent, neutral viewpoint. That is, it will not be able to do what it was asked to do when it was formed. When CARFAC provides its product to the Board and the public, it is the responsibility of the Board to seek and benefit from public input.

We are concerned that televising meetings will lead to politicizing the meetings and encourage “playing to the camera.” For example, at a recent BOC meeting, in addressing the CARFAC recommendation to contribute surplus funds to the pension fund, an accusation was made that it was initiated by administration to protect their pensions. This simply was not the case. Further, this type of behavior is disrespectful to the volunteer citizens of CARFAC, is embarrassing to the township, and is not productive of the goal of managing the township finances.

Resolving that all CARFAC meetings be televised is a fundamental change to its structure that will ultimately make it impossible for it to independently assess, interpret and analyze projects assigned to it by the Board. We are greatly concerned that our personal integrity is being questioned and that some Board members feel that our meetings need to be televised and recorded because of that. We are also concerned that televising meetings will impact our continued success and inhibit our ability to provide our best advice to the Board. Because of this, each member of CARFAC has individually determined that if the Board proceeds in that direction, CARFAC as it currently exists, cannot function.

Radnor Township Citizens Audit Review and Financial Advisory Committee
4.19.17

Memorandum

To: Radnor Township Board of Commissioners
From: Stephen F. Norcini, PE
CC: Robert A. Zienkowski, Township Manager
Date: 4/20/2017
Re: Presentation & Update by T&M Associates for the Banbury Way Stormwater Management Project

Dan Wible and myself met with T&M Associates, in a brainstorming session, to see if it would be possible to provide the necessary storage volume to meet the required 1 hour, 25-year frequency event.

We came up with several possible scenarios, of which were whittled down to three. It became apparent early on that the one property may provide the extra storage volume to meet the requirements previously set forth by the Board of Commissioners.

T&M Associates is here before the Board to provide an update on the project, and present the ideas we spoke of. Also, attached is a memorandum from the Stormwater Management Advisory Committee on this topic (T&M presented to the SWMAC at their April 13th meeting).

T&M has provided a request for payment for additional services, undertaken at their own risk, which is attached.



YOUR GOALS. OUR MISSION.

April 11, 2017

Stephen Norcini, PE, Director of Public Works
Radnor Township
Engineering Department
301 Iven Avenue
Wayne, PA 19087

**RE: Additional Analysis for Stormwater Management & Flood Mitigation
Project at Intersection of Banbury Way/Francis Ave/Windsor Ave**

Dear Mr. Norcini:

The T&M Proposal Dated March 24, 2016 contained the following Tasks:

Task 1A: Site Survey and Base Plan Development. This Task has been completed.

Task 1b: Geotechnical Investigation. This Task has been completed.

Task 2a: Review and Recommend Modifications to Concept Design. As part of this Task, T&M evaluated several alternatives to the original Concept Design. Four (4) initial alternatives were evaluated along with the original concept. T&M ruled out the original concept due to utility impacts. None of T&M's initial alternatives were favorable to the Township. Subsequently, three (3) additional alternatives were evaluated.

Alternative 1 provided for the control of the 25-year storm in accordance with the requirements of the RFP, but required easements on Karakelian property (Wawa) and Klovsky property.

Recommendation: Not recommended. Our understanding based on Township input was that Alternative 1 was not favorable due to the potential impact on the Wawa operations.

Alternative 2 was to provide underground storage within the right-of-way and within the area of the Concept Plan included with the RFP. It was determined that this Alternative did not meet the requirements of the RFP since it would only control a 5-year storm; however, it would improve the condition over the existing condition.

Recommendation: Not recommended. Our understanding is this Alternative does not have the support of the Township since it does not meet the requirements of the RFP to control the 25-year storm.

Alternative 3 is an expansion of the project area of work up-slope from the area shown on the Concept Plan along Windsor Avenue. This alternative adds underground storage areas along Windsor Avenue located to avoid trees, driveways, utilities, etc. This Alternative did not meet the requirements of the RFP since it only controlled a 10-year storm; however, it would improve the condition over the existing condition.



Recommendation: Not recommended. Our understanding is this Alternative does not have the support of the Township since it does not meet the requirements of the RFP and control the 25-year storm.

Alternative 4 adds storage through the use permeable pavement to the facilities referenced in Alternative 3. This alternative met the requirements to control runoff from the 25-year storm. It also met the requirement to include GSI by including permeable pavement.

Recommendation: Not recommended. Our understanding is this Alternative does not have support from the Township due to maintenance concerns for the permeable pavement.

After consultation with Township staff, T&M developed three (3) additional alternative concepts referenced as Alternatives 5, 6, and 7.

Alternative 5 provides storage within the right-of-way, in an easement on the property of Steven Klovsky adjacent to Francis Avenue, and in an easement on property owned by 301 West Partners adjacent to Banbury Way and Lancaster Avenue. This Alternative provides for the storage of a 25-year storm, eliminates the need for an easement from Wawa, and controls the runoff from Lancaster Avenue. However, this alternative still requires easements from two (2) properties.

Alternative 6 provides all storage within existing public right-of-way. This Alternative adds storage in concrete structures along Windsor Avenue, due to increased depth of the structures. It also requires the relocation of the existing water and sewer lines. Alternative 6 provides for the storage of a 25-year storm.

Alternative 7 would require the removal of a portion of Francis Avenue. After laying out the cul-da-sac, it was determined the large impact on the Klovsky property would make this alternative infeasible..

Alternatives 5 and Alternative 6 will be presented to the Township for their consideration. The estimated construction cost for Alternative 5 is \$625,000 plus the cost of easements. The estimated construction cost for Alternative 6 is \$700,000.

Task 2b: Further Investigate of Bioretention Concept/Permanent Road Closure. This Task has been completed and Bioretention will be included in the final design.

Task 3: Development of Construction Documents. This work needs to be completed.

Neither the original concept nor the initial alternatives were favorable to the Township requiring additional work to develop and analyze the three (3) additional alternatives. Accordingly, T&M is requesting an additional Task be added to the contract – **“Task 2c: ADDITIONAL ANALYSIS”**. The total amount for the additional analysis would be \$17,503.00. This would bring the total contract amount to \$112,739.00. We believe Alternatives 5 and 6 meet the goals of the project in a cost-effective manner. We do not anticipate any increase in the development of construction drawings for either Alternatives 5 or 6.



The additional fees are the actual effort used by T&M and not an estimate. We understand we performed the additional work at our risk. We did this to keep the project moving forward on schedule.

Sincerely,

T&M ASSOCIATES

A handwritten signature in black ink that reads "Richard A. Young".

Richard A. Young, PE
Project Manager



SCOPE OF WORK

Task 2: Conceptual Design Verification

Task 2c (New Task): Additional Analysis

We will perform an in-depth analysis of 3 additional Scenarios to be presented to Radnor Township staff, the Stormwater Management Advisory Committee, and Board of Commissioners. We will provide a layout of the Scenarios along with construction cost estimates. These Construction Cost Estimates will be an order of magnitude of cost and are not to be considered as an Engineer's Estimate of construction cost. Rather, the costs are intended to be a guide in determining the best Scenario.



COMPENSATION

Based on the RFP, we have a thorough understanding of the project's overall objectives. We believe our proposal provides an overview of our qualifications, our team, and our approach to this project. We believe our fees are commensurate with the level of work outlined in the RFP and are competitive within our industry. As always, we strive to offer services in the most cost-efficient manner possible. We welcome the opportunity to review our proposal and fee structure in keeping with the Township's overall goals and objectives.

Our total lump sum fee for the project, inclusive of reimbursable expenses is **\$17,503.00**.

TASK	PROFESSIONAL V	PROFESSIONAL VI	TECHNICAL STAFF GRADE 5	PRINCIPAL DIVISION MANAGER	ADMINISTRATIVE SUPPORT STAFF	SUBCONTRACTOR	TASK TOTAL
HOURLY RATE	\$115	\$115	\$101	\$140	\$58		
SITE SURVEY & BASE PLAN DEVELOPMENT	0	0	0	0	0	\$0	\$0.00
GEOTECHNICAL INVESTIGATIONS	0	0	0	0	0	\$0	\$0.00
REVIEW & RECOMMEND MODIFICATIONS TO CONCEPTUAL DESIGN	0	0	0	0	0		\$0.00
FURTHER INVESTIGATION OF BIORETENTION CONCEPT/PERMANENT ROAD CLOSURE	0	0	0	0	0		\$0.00
ADDITIONAL ANALYSIS	75	48	18	14	0		\$17,503.00
DEVELOPMENT OF CONSTRUCTION DOCUMENTS	0	0	0	0	0		\$0.00
EXPENSES							\$0.00
TOTAL	75	48	18	14	0		\$17,503.00

MEMORANDUM SWMAC - 2017 -02

TO: RADNOR TOWNSHIP BOARD OF COMMISSIONERS
FROM: RADNOR TOWNSHIP STORMWATER MANAGEMENT ADVISORY COMMITTEE
SUBJECT: SWMAC RECOMMENDATIONS – DESIGN OPTIONS FOR BANBURY FRANCIS
DATE: APRIL 17, 2017
CC: FILE

On April 13, 2017, at SWMAC's monthly meeting, T&M Associates presented an update on their design of the Banbury Francis Windsor (BFW) project. After the presentation and the ensuing discussion of the design options, SWMAC recommends that the Board of Commissioners (BoC) pursue the option which remains exclusively within the Township right-of-way (ROW). This option can be pursued without delay as it does not require easements from private property owners.

However, design options which require easements may hold some advantages over the ROW only option, so SWMAC also recommends that, contemporaneous with the pursuit of the ROW only design, two other options be explored for cost, feasibility and constructability:

1. An option requiring a pipe easement for the system outlet to tie into an existing pipe on a parcel known as Tax Map 36, Block 12, Unit 239 (retail stores east of the Wawa store) and,
2. An option requiring easements for infiltration beds on a parcel known as Tax Map 36, Block 12, Unit 241 (currently a bank).

SWMAC asks that these recommendations be kept in mind when considering the T&M Associates presentation at your April 24, 2017 meeting.



Radnor Township

PROPOSED MOTION & AUTHORIZATION

DATE: March 31, 2017

TO: 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

Discussion and Possible Motion: 1.) Pennsylvania Department of Community and Economic Development (DCED) Grant Application; Sidewalk on North Wayne Avenue, from Woodsworth Court to Eagle Road (Requested by Commissioner Higgins), 2.) Authorization for Gilmore & Associates to complete the grant application for the DCED MTF grant for a Sidewalk on North Wayne Avenue.

LEGISLATIVE HISTORY: By virtue of Resolutions 2015-115 & 116, Gilmore & Associates was authorized to prepare an application for the Pennsylvania Department of Transportation ACT 87 Multimodal Transportation Funding Grant, in 2016, for the above referenced project. The Township was not awarded the grant. The legislation before you is in regards to the same project, but the grant is from the Pennsylvania Department of Community and Economic Development (DCED).

PURPOSE AND EXPLANATION: The request before you will allow Gilmore & Associates, Inc. to revise (from the aforementioned Act 87 Grant Application) any documents, plans and estimates and prepare application documents for a DCED MTF Grant to construct sidewalks from the intersection of Woodsworth Court and North Wayne Avenue, on the east side to the intersection of Eagle Road and North Wayne Avenue. The two curb ramps would be connected via a painted crosswalk. A pedestrian could then walk safely on sidewalks on North Wayne Avenue from Woodsworth Court to the Wayne Regional Rail Station, and beyond. Previous grant costs were identified and revised as follows; however, the below numbers may be revised as Gilmore & Associates reviews all required document submissions and adjust estimates as needed. A final resolution acknowledging that the Township will fund the project along with the grant amount requested will be provided to the Board of Commissioners once the cost estimates and grant request numbers are finalized as required by the grant application.

IMPLEMENTATION SCHEDULE: Pending approval, a purchase order request (\$5,100) will be submitted for Gilmore to proceed with preparing the grant application. The grant application deadline is July 31, 2017 so it is likely the grant resolution will be present to the Board of Commissioners no later than June 26, 2017.

FISCAL IMPACT: This resolution includes a fiscal impact of the \$5,100 grant application cost to Gilmore and Associates; however, the project includes an estimated fiscal impact of \$121,120, including the \$5,100 for the application. The 2017 Budget includes a line item for this project (page 238), however, no funds were identified. If this project is selected, the construction will not occur until 2018 or 2019 so the Board of Commissioners may elect to defer this expenditure to 2018.

Total Project Cost	\$ 387,400	Includes Final Design, Permitting, Construct, Inspections, and Application Preparation
Total Eligible Amount	\$ 380,400	Total Project Cost: Final Engineering, Permitting, Construction and Inspections
Total Grant Request	\$ 266,280	70% of Total Eligible Amount
Township 30% Match	\$ 114,120	30% of Total Eligible Amount
Ineligible Costs/Application Costs	\$ 5,100	Includes revising plans, estimates and Application submission
Total Cost to Township	\$ 121,120	30% Match plus ineligible Costs

RECOMMENDED ACTION: *If the Board of Commissioners wishes to proceed with the grant application, I respectfully request that the Board of Commissioners authorize Gilmore & Associates to complete the grant application for the DCED MTF grant for a Sidewalk on North Wayne Avenue.*

Radnor Township

PROPOSED MOTION & AUTHORIZATION

DATE: April 19, 2017

TO: Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William M. White, Finance Director
Melissa Conn, Grant Coordinator
Amy Kaminski, PE. PTOE, Township Traffic Engineer

Discussion and Possible Motion: Authorization for Gilmore & Associates to complete a Pennsylvania Department of Community Development (DCED) Grant application for ADA Curb Ramps, Sidewalk Replacement, and Curb Replacement on the South Side of Lancaster Avenue, from Garrett Avenue to Barleycone Lane.

LEGISLATIVE HISTORY: The application for a DCED grant for this location has not been before the Board of Commissioners previously.

PURPOSE AND EXPLANATION: The stretch of sidewalk noted above (+/- 1,500 LF), carries pedestrians from the Radnor House Condominium, Rosemont Plaza, Garrett Hill, Conestoga Village, Regional Rail customers, and Villanova University, to name a few. The current sidewalk is under-sized in width, does not comply with ADA requirements for curb cuts, does not have painted crosswalks, and the curb is so low as to cause concerns to pedestrians when vehicles pass by. The proposed project will entail addressing the aforementioned shortcomings of the existing sidewalk, and will connect with the newly installed sidewalk by Villanova University at Pike Field/future Performing Arts Center, and the wide sidewalk by Radnor House Condominiums. The proposed motion is to authorize Gilmore & Associates to provide a cost proposal to perform the requisite preliminary engineering for the grant application. As part of that work, an estimated project cost and Township's financial requirement will be provided. Gilmore & Associates will provide a cost estimate for this work.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners authorize Gilmore & Associates to prepare the DCED grant application.*