

BOARD OF COMMISSIONERS
AGENDA
Monday, February 22, 2016 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session on February 22, 2016

1. Recognition of The Radnor Hotel for their sponsorship and support of the 5th Annual Daddy Daughter Valentine's Dance

2. Consent Agenda

- a) Disbursement Review and Approval: 2016-02A, 2016-02B
- b) Acceptance of Department Monthly Reports
- c) Approval of minutes for the Board of Commissioners meeting of January 25, 2016
- d) Resolution #2016-30 - Authorizing the Township to Approve an Agreement with Hill Top Preparatory School for Gymnasium Usage for the 2015-2016 Winter Season for the Radnor Youth Basketball Program
- e) Resolution #2016-26 - Authorization to Purchase One New Solid Waste Packer Truck, One New Sewer Dump Truck, One 14'x29' Garage Bay Door

3. Public Participation

4. Committee Reports

PUBLIC WORKS & ENGINEERING

- A. Resolution #2016-25 - Authorizing CH2M to Perform a Township Wide Watershed Analysis
- B. 215 Midland Avenue – Requesting a waiver for §245-22 of the Stormwater Management Ordinance
- C. Resolution #2016-24 - Authorization to Contract with JJ White, Incorporated, for HVAC Preventive Maintenance and Repair Services for the Municipal Building, Radnor Activity Center (Sulpizio Gymnasium), and Public Works Facility

PERSONNEL & ADMINISTRATION

- D. Ordinance #2016-02 (***Adoption***) - Approving the Agreement of Sale by and between Radnor Township and 240 Radnor Chester Road Investment, LP for a Property Located at 240 Radnor Chester Road

PUBLIC SAFETY

- E. Resolution #2016-29 - Approving Tommy's Main Line Towing and Sadleir's Automotive to serve as primary towers for Radnor Township

COMMUNITY DEVELOPMENT

PARKS & RECREATION

FINANCE & AUDIT

LIBRARY

PUBLIC HEALTH

Old Business

New Business

Public Participation

Adjournment

Recognition of The Radnor
Hotel for their sponsorship
and support of the 5th
Annual Daddy Daughter
Valentine's Dance

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
February 22, 2016

The table below summarizes the amount of disbursements made since the last public meeting held on February 8, 2016. 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://www.radnor.com/egov/apps/document/center.egov?path=browse&id=22>

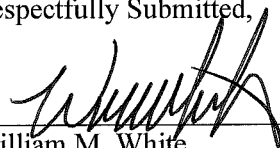
Fund (Fund Number)	2016-2A February 5, 2016	2016-2B February 12, 2016	Total
General Fund (01)	183,457.41	341,544.74	\$525,002.15
Sewer Fund (02)	382.56	39,687.28	40,069.84
Storm Sewer Management (04)	0.00	1,393.30	1,393.30
Capital Improvement Fund (05)	51,359.80	205,566.42	256,926.22
Police Pension Fund (07)	0.00	4,224.05	4,224.05
OPEB Fund (08)	0.00	722.81	722.81
Civilian Pension Fund (11)	0.00	3,768.56	3,768.56
Police K-9 Fund (17)	177.00	100.00	277.00
\$8 Million Settlement Fund (18)	0.00	7,029.88	7,029.88
The Willows Fund (23)	162.00	0.00	162.00
Total Accounts Payable Disbursements	\$235,538.77	\$604,037.04	\$839,575.81
<i>Electronic Disbursements</i>	n/a	n/a	1,143,003.43
Grand Total	\$235,538.77	\$604,037.04	\$1,982,579.24

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

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

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

Respectfully Submitted,



 William M. White
 Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through March 14, 2016

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	2/10/2016	1/16 Credit Card Revenue Processing Fees	\$3,500.00 *
Credit Card Revenue Fees - Estimated	Various Funds	3/10/2016	2/16 Credit Card Revenue Processing Fees	\$3,500.00 *
Payroll [Pension] Transaction - Estimated	07-492-4980	3/1/2016	3/16 Police Pension Payments	\$171,497.64
Payroll [Pension] Transaction - Estimated	11-495-4980	3/1/2016	3/16 Civilian Pension Payments	\$133,705.79
Payroll [Bi-Weekly] Transaction - Estimated	01-various	2/25/2016	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	2/25/2016	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	2/25/2016	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	3/10/2016	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	3/10/2016	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	3/10/2016	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Period Total				\$1,143,003.43

Submitted:



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

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

Original Estimate			Actual Amount
\$400,000.00	2/11/2016	Salaries and Payroll Taxes - General Fund	\$509,503.52
\$15,000.00	2/11/2016	Salaries and Payroll Taxes - Sewer Fund	\$13,681.34
\$400.00	2/11/2016	Salaries and Payroll Taxes - K-9 Fund	\$135.64
\$415,400.00			\$523,320.50

Radnor Township
Public Works Department
Monthly Report for January 2016

Building Maintenance *1 man*

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

Fleet *3 men*

- Daily routine checkups of police vehicles
– 25 vehicles
- Vehicle safety inspections for all departments
– 10 vehicles
- Major Repairs
Unit #73 – Replace oil cooler lines, ball joints, rear brakes, weld plow frame, adjust driver door, replace air bag module and blend door motor
Unit #31 – Replace plow lift cylinder and replace all tires
Unit #78 – Replace exhaust system
Unit #75 – Remove & replace windshield wiper transmission motor
Unit #58 – Replace complete exhaust system
Unit #46 – Replace transmission cooler lines and transmission pan, trans filter, replace skid plate

- Unit #73 – Replace bumper and brackets and tail light assembly
- Unit #L-2 – Replace alternator, belts, and fill anti-freeze
- Unit #L-1 – Replace intake manifold gasket on loader, install new cutting edge
- Unit #77 – Install new bumper and brackets, body work and paint to right side of truck

- Scheduled Vehicle Maintenance
 - Unit #44 Unit #77
 - Unit #3 Unit #46
 - Unit #12 Unit #16
 - Unit #43 Unit #10
 - Unit #6 Unit #K9-2

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

Highway *12 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
- Set up Radnorshire Room for Meetings
- Created faded sign list
- Filled pot holes throughout the township
- Cleaned the Radnor Activity Center
- Assisted police installing rubber wall on the shooting range
- Worked on weight room at the twp bldg.
- Painted weight room at the Township Bldg.

- Replaced and repaired signs as needed
- Called Higgins Electric for Traffic Signal Concerns
- Reported Street Light outages to Higgins Electric
- Cleaned Storm Sewer Lines with the Sewer Department
- Picked up and stored speed boards for the winter
- Cleaned business district
- Assisted Parks Dept with emergency storm damage
- Assisted with trash and recycling
- Washed All Highway Vehicles & Equipment
- All crews working on snow removal – numerous storms
- Hauled snow out of business district
- Installed plows & chains on dump trucks
- Removed snow from inlets for drainage issues
- Removed back boards at the Radnor Activity Center
- Repaired plows & chains on all dump trucks
- Continued cleaning the inside of inlets throughout the Township - also making repairs

Parks *13 men*

- Attended all staff meetings
- Cleaned all Park Restrooms, 3 times per week
- Picked up trash at parks and bike trail, 3 times per week
- Checked the Radnor Bike Trail after all storms
- Cleaned and Repaired all grills
- Washed all Vehicles
- Repaired all fences in the parks
- Checked all park playground equipment
- Cleaned all fences of debris
- Raised trees in the parks
- Cleaned garages
- Cleaned Public Works Buildings and Restrooms
- Checked all plows and chains and made repairs
- Cleaned all gutters at all Township Buildings
- Assisted Highway Dept with snow removal – 14 men
- Pruned 6 trees in right of way
- Removed 6 trees in right of way
- Removed 5 trees in parks
- Repaired small equipment
- Removed 2 fallen trees from roads at night
- Repaired swings at tot-lots
- Cleared 2 trees from waterway
- Cleared woods lines
- Pruned trees along roadway
- Set up and cleaned up after all Recreation Dept. events
- Cleaned debris at all Parks and Buildings
- Set up all meetings at the Township Building

Sewer *3 men*

- Pumping Stations (5) check and maintain 5 times per week – 100 times per month
- PA One Call markouts – 154 for the month of January
- Cleaned 12 manholes
- Repaired 3 manholes
- Fueled generators at pumping stations
- 17 stoppages for the month of January
- Camared sewer lines
- Generators (4) - check and maintain 5 times per week – 80 times per month
- Jet Truck – cleaned 3,180 feet of sewer and storm lines
- Located 2 buried manholes
- Repaired 2 pumping stations
- Assist trash department Monday and Tuesday
- Cleaned garages
- Washed all vehicles
- Assisted Highway Dept with snow removal – 3 men

Solid Waste *20 full time and 5 part time men*

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

RADNOR TOWNSHIP POLICE DEPARTMENT

MONTHLY REPORT



JANUARY 2016

**William A. Colarulo
Police Superintendent**



RADNOR TOWNSHIP POLICE DEPARTMENT

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

WILLIAM A. COLARULO
POLICE SUPERINTENDENT

Executive Summary

January 2016

The Radnor Police Department responded to 1,664 calls for service for the month of January 2016. Radnor Officers issued 299 traffic citations for motor vehicle violations. 28 non-traffic citations were issued for various summary offenses such as Disorderly Conduct, Underage Drinking and Public Drunkenness. A total of 1,369 parking tickets were issued for expired meter violations. Radnor Police Officers made 11 misdemeanor/felony arrests during January 2016.

Radnor Township Police Department
January 2016 Accidents / Violations / Investigations / Juvenile Report

Accidents	Jan-16	YTD 2016	Jan-15	YTD 2015	YTD from 16 to 15
Accidents - Fatal	0	0	0	0	0
Accidents - Reportable- With Injuries	2	2	11	11	-9
Accidents - Reportable - No Injuries	19	19	12	12	7
Accidents - Non Reportable	41	41	43	43	-2
Accidents - Hit & Run	10	10	2	2	8
Accidents - No Report	5	5	6	6	-1
Pedestrian Accidents - With Injuries	0	0	0	0	0
Pedestrian Accidents - Fatal	0	0	0	0	0
Total Accidents	77	77	74	74	3
Violations					
Arrests - Felony & Misdemeanor	11	11	17	17	-6
Traffic Violations	299	299	270	270	29
Non-Traffic Violations	28	28	32	32	-4
Parking Meter Violations	1369	1369	1799	1799	-430
Abandoned Vehicles	0	0	0	0	0
Total Violations	1707	1707	2118	2118	-411
Complaints					
Complaints	1337	1337	1123	1123	214
Unlocked Businesses	9	9	6	6	3
Alarms	140	140	103	103	37
Animal Complaints	18	18	12	12	6
Total Complaints	1504	1504	1244	1244	260

PATROL HIGHLIGHTS



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

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

January 2016

Highlights

On January 1st, a male reported two males fighting in the 200 block of Conestoga Road. Officers searched the area for the two males with negative results.

On January 4th, a resident reported a dispute over a parking space in the 200 block of Bryn Mawr Avenue. Officer reported upon arrival, contact was made with the two males. One male was parked in a parking space collecting trash from behind the apartment buildings, and the other asked if the male was going to move. The male stated he would move after he was done his collection. The other male decided to park his vehicle so he could not leave. A verbal altercation took place and 911 was called. Officers stood by as the male moved his vehicle so the male could park his car in the space for the night.

On January 5th, a security officer reported a burglary at Jack Barack Hebrew Academy, Mitchell Building. Officer reported speaking with the security officer who stated an exterior window was found unsecured. The window has no signs of forced entry and appeared to be an oversight as nothing was disturbed in the building. Officers checked the interior of the building and found all interior glass doors secured.

On January 6th, a resident of the 400 block of St. Davids Avenue reported a man had knocked on the front door and then walked around the property. Police responded and met with the resident who told police that the w/m had knocked on the front door and then walked down the driveway before leaving when no one answered. Police searched the area with negative results.

On January 11th, Police received information from security at Vanguard in reference to a letter delivered to an executive who lived in Radnor Township. A copy was given to Detectives for further investigation.

On January 11th, a male resident reported a disorderly subject on Eachus Avenue. Police arrived and observed two males shining a flashlight at his house. Officer met with the two males who said they were walking to the end of the block towards a parked car. The males stated the resident was yelling at both of them for shining flashlights at his house. One of the males called police and they stated that they never shined a flashlight at the residents' house.

On January 12th, a resident of Radnor Avenue came to the Police Station to report a hazardous tree in front of 106 Radnor Avenue. Officer reported the resident provided three photos of the tree that appears to be dead and covered in ivy. The resident stated a huge branch fell from the tree into the roadway and her husband removed it from the roadway but she was concerned that branches will continue to fall and could possibly

injure someone. Resident asked that the photos be turned into the appropriate department to resolve the matter. Officer advised the resident that if the tree is on private property, it is the responsibility of the homeowner.

On January 14th, a resident of the 400 block of Conestoga Road reported a suspicious condition to her residence. While enroute, DelCom advised that the resident stated her dogs were barking and she observed the motion lights to be on at her property. Upon arrival, police checked the surrounding area, yielding negative results. Officer made contact with the resident who stated her dogs never bark that late at night and was concerned that someone was walking around her property. Officer checked the property, all appeared secure. The resident was advised to contact police if she observed anything suspicious.

On January 15th, a caller reported an intoxicated w/m in front of the 200 block of West Lancaster Avenue. Officer reported upon arrival, he observed the w/m described by the caller stumbling around the sidewalk. Officer reported contact was made with the male who identified himself and he displayed red, glassy eyes and had a strong odor coming from his breath. He advised police he had been drinking and did not remember where he lived. Due to the male's level of intoxication, he requested RFC-A respond. Officer reports RFC-A responded and transported the male to BMH for treatment. Officer reported the male was mailed a citation for Public Drunkenness.

On January 17th, a female reported a theft of bicycle on the 200 block of West Wayne Avenue. The female reported her son's bicycle; a black Mongoose, was taken from the front porch sometime between the evening of January 15th and the time of this report. The bicycle is valued at approximately \$175.00.

On January 18th, Police reported an illegally parked vehicle in front of the Philadelphia Sports Club at 555 East Lancaster Avenue. Officer reported upon arrival he observed a vehicle parked in the fire lane. The vehicle was issued a parking ticket.

On January 19th, Officer reported an occupied vehicle in the driveway of a house on Abrahams Lane which was under construction. The driver and occupant were identified and stated he was the builder for the property and owner. He stated he wanted to check on the property because he thought the doors may blow open from the wind. Documents were provided including blue prints for the house, verifying his status. Officers checked the property and all appeared secure.

On January 20th, a caller requested to meet with an officer on Bloomingdale Avenue regarding theft of credit cards. Officer met with the resident at her work and she stated that on January 20th, between 1300-1330 hours, she went to lunch and when she returned to work she began to get texts from her credit card companies regarding possible fraudulent purchases being made. She checked her wallet and discovered that credit cards and a prescription card were all stolen from her wallet which was inside her purse. She stated that there was an attempted purchase at the Apple store in King of Prussia and several other stores. She provided all the information in a statement for police.

On January 21st, police responded to a natural gas leak on Berwind Road. Although no resident indicated a smell of natural gas in their home a strong odor was detected by first responders. PECO was notified and contact requested.

On January 22nd, Officer reported speaking to VUSD who found a vehicle with a flat front tire and passenger side window partially down. Observed in plain view on top of the driver's seat was a homemade bong. The item was confiscated and secured in temporary evidence for destruction.

On January 23rd, a male requested an officer to check on his brother on Highland Court. Officer reported upon arrival, contact was made with the male who was advised that he just moved in to the residence and is having family problems. Officer reported the caller was advised of the findings.

On January 24th, Officer reported being out with a subject pushing snow into and across the roadway on King of Prussia Road. Officer spoke with the subject who was operating a small tractor with a plow attached and was actively pushing the snow into and across King of Prussia Road near the intersection of Woodcrest. The subject was advised of the ordinance and advised he would be receiving a citation for the violation.

On January 25th, Officer responded to Conestoga Road for a report of contractors shoveling/plowing snow back into the roadway. Officer reported the male was actively snow-blowing snow back into Conestoga Road from the sidewalk of the Radcliff House Apts. The male was identified and advised he and his company would be receiving citations for the ordinance violation. The on-duty contract supervisor was also advised of the ordinance.

On January 26th, Sergeant reported checking a property on Poplar Avenue for snow covered sidewalk. Sergeant reported the sidewalk was covered with snow and the house appears to be empty. There are no footprints in the snow to indicate anyone has been on location.

On January 29th, DelCom reported an armed robbery at the 7-11 store on Glenbrook Avenue in Bryn Mawr.

On January 30th, VUPS reported a fire at Simpson Hall from a first floor bathroom. Officer reported upon arrival, VUPS advised that an electrical outlet was on fire and they extinguished it. They stated nobody was in the residence hall at the time. RFC and BMFC arrived on scene to investigate. Officer had to clear for an accident.

On January 31st, a male reported loud music coming from 203 David Drive. The caller reported the music has been going on for some time. Officer reported he arrived on scene and could hear the music from outside the building. Officers made contact with the lessee who was asked to turn the music off. A Non-Traffic Citation was issued for Township Ordinance violation 200-1.

Calls for Service - by UCR Code

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



RADNOR TOWNSHIP

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0390	ROBBERY- REPORTS	1			
0440	ASSAULT - ATROCIOUS- HANDS,FISTS,FEET	1			
0514	BURGLARY-FORCE ENTRY-NON-RESID-NIGHT	1			
0522	UNLAWFUL ENTRY-NO FORCE-RESIDENCE-DAY	1			
0614	THEFT-\$200 & OVER-FROM AUTO (EXCPT 0615)	4			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	4			
0619	THEFT-\$200 & OVER-ALL OTHER	1			
0623	THEFT-\$50 TO \$200-RETAIL THEFT	1			
0624	THEFT-\$50 TO \$200-FROM AUTO (EXCPT 0625)	1			
0626	THEFT-\$50 TO \$200-BICYCLES	1			
0629	THEFT-\$50 TO \$200-ALL OTHER	1			
0637	THEFT - UNDER \$50 - FROM BUILDINGS	2			
0800	ASSAULTS - OTHER ASSAULTS (SIMPLE)	2			
1100	FRAUD	3			
1150	FRAUD - CREDIT CARDS	1			
1190	FRAUD-ALL OTHER(FLIM FLAM,CONFIDENCE	1			
1191	FRAUD - REPORTS	5			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	1			
1440	CRIMINAL MISCHIEF - ALL OTHER	1			
1832	NARCOTICS-POSSESSION-MARIJUANA,ETC.	2			
2110	DRIVING UNDER THE INFLUENCE-LIQUOR/DRUGS	1			
2111	DRIVING UNDER THE INFLUENCE - ALCOHOL	1	1		
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSMP,POSSES	2			
2300	PUBLIC DRUNKENESS	5			
2410	HARASSMENT BY COMMUNICATION	2			
2420	DISORDERLY CONDUCT-PUBLIC PLACES	1			
2450	HARASSMENT	4			
2624	ALL OTHER OFFENSES - FALSE POLICE REPORT	1			
2640	ALL OTHER ORDINANCE VIOLATIONS	6			
2647	ALL OTHERS - PROTECTIVE ORDERS	1	1		
2900	JUVENILE RUNAWAYS	6			
2910	LOST/MISSING PROPERTY	1			
3000	LOST/RECOVERED PROPERTY	2			
3200	CHECK ON WELFARE	4			
3300	CIVIL DISPUTES	7		1	
3310	ATTEMPTED SUICIDES	1	1		
3320	DOA	1			
3500	DISTURBANCE - DISORDERLY PERSONS	4			
3501	DISTURBANCE-COMPLAINT OF NOISE,MUSIC,ETC	5	1		
3520	DOMESTIC PROBLEM (NO ARREST)	23	1		
3620	DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	7	1		
3650	ELECTRIC COMPANY-POWER OUTAGES,ETC	2			
3700	FIRE - RESIDENTIAL	4			
3702	FIRE-VEHICLE	1			
3703	FIRE-ALL OTHERS	9			
3706	FIRE - LEAVES, BRUSH, ETC.	1			
3850	HAZARDOUS CONDITIONS	4			
3880	OPEN DOORS/WINDOWS - DISCOVERED	2			

Calls for Service - by UCR Code

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

**RADNOR TOWNSHIP**

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3900	GAS LEAKS (NATURAL GAS)	11			
4000	JUVENILE PROBLEMS (NO ARREST)	3			
4018	NON-CRIMINAL-ST. LIGHT OUT, ST. REPAIRS.	4			
4200	MISSING PERSONS(EXCEPT JUVENILES)	1			
4300	MENTAL HEALTH-EMERG.302/SUICIDE ATTEMPTS	1			
4301	MENTAL HEALTH-ALL OTHERS	2	1		
4500	OPEN DOORS/WINDOWS	9			
4600	ORDINANCE VIOL.-EXCEPT BURNING/SOLICIT	19			
4650	POLICE INFORMATION	41			
4660	911 HANG UP CALL	34			
4700	ADDED PATROL-REQUEST FOR	47	1		
4701	ADDED PATROL - BUSINESS CHECKS	114	1		
4702	ADDED PATROL - SCHOOL CHECKS	44			
4800	SOLICITING-WITHOUT PERMIT	1			
4801	SOLICITING-COMPLAINTS	4			
4900	SUSPICIOUS PERSON	10			
4901	SUSPICIOUS CIRCUMSTANCE	24			
4902	SUSPICIOUS VEHICLES	19			
5000	TELEPHONE CALLS-HARASSING/SUSPICIOUS	29			
5004	LOST & FOUND - FOUND ARTICLES	4			
5006	LOST & FOUND - LOST ANIMAL	3			
5008	LOST & FOUND - LOST ARTICLES	2			
5100	TRAFFIC SIGNALS-DAMAGED/NEED REPAIR	3			
5200	TRAFFIC HAZARD-POTHoles/OBSTRUCTIONS/ICE	6			
5300	TREES DOWN AND/OR BLOCKING ROADWAY,ETC	5			
5400	VEHICLES-ABANDONED	4			
5401	VEHICLES-ASSIST MOTORIST(INCL LOCKOUTS)	17			
5402	VEHICLES-DISABLED	27			
5403	VEHICLES-MV VIOLATIONS & MVV COMPLAINTS	21			
5404	VEHICLES-PARKING COMPLAINTS	24			
5405	VEHICLES-TOWED	18	1		
5500	WATER MAIN BREAK/WATER CO. PROBLEMS	1			
5501	WIRES DOWN - NO HAZARD	2			
5506	ANIMAL COMPLAINTS - STRAY ANIMALS	4			
5510	ANIMAL COMPLAINTS - OTHER	3			
5590	ANIMAL COMPLAINTS - REPORTS	1			
6001	ACCIDENT - WITH INJURIES	2	1		
6002	ACCIDENT - NO INJURIES (REPORTABLE)	19	1		
6003	ACCIDENT - NON REPORTABLE	41			
6004	ACCIDENT - HIT & RUN	10			
6005	ACCIDENT - NO REPORT DONE	5			
6606	TRAFFIC RELATED - DIRECT TRAFFIC	17	1		
6612	TRAFFIC RELATED - SIGNALS-SIGNS OUT	1			
6614	TRAFFIC RELATED - OTHER TRAFFIC	2			
7002	NOTIFICATION - COMMUNITY DEVELOPMENT	1			
7006	NOTIFICATION - HIGHWAY DEPT.	1			
7008	NOTIFICATION - SEWER DEPT.	2			
7014	PUBLIC SERVICE - OTHERS (OFFICER ASSIST)	1			

Calls for Service - by UCR Code

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



RADNOR TOWNSHIP

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
7504	ASSIST OTHER AGENCIES - OTHER POLICE	1			
7506	ASSISTING OTHER AGENCIES - ALL OTHERS	1			
8000	BURG/HOLDUP/PANIC ALARM - CIT ISSUED	2			
8001	BURG/HOLDUP/PANIC ALARM - NO CITATION	104			
8003	FIRE/MEDICAL ALARM - NO CITATION	33			
8004	ANY ALARM- SEVERE WEATHER- NO CITATION	1			
9000	ANIMALS - DOG COMPLAINTS	6			
9002	ANIMALS - ALL OTHER	1			
9003	ANIMALS-BITES	1			
9005	ANIMALS - ALL INVOLVING DEER	8			
9007	ANIMALS-CAT COMPLAINTS	2			
9038	K-9 ASSIST	2	2		
9039	K-9 ASSIST OTHER LAW ENFORCEMENT	1			
9040	ASSIST LOWER MERION PD	4			
9044	ASSIST EASTTOWN PD	1			
9046	ASSIST UPPER MERION PD	1			
9050	ASSIST SICK/INJURED	111			
9051	ASSIST AMBULANCE	19	1		
9052	ASSIST OTHER POLICE DEPARTMENT	1	1		
9055	ASSIST SICK/INJURED ALCOHOL/DRUG RELATED	2			
9966	SELECTIVE ENFORCEMENT-CITATION ISSUED	130			
9968	SELECTIVE ENFORCEMENT-WARNING ISSUED	27			
9970	SELECTIVE ENFORCEMENT-NO ISSUANCE	71			
9972	MOTOR OFFICER ACTIVITY	0	3		
CITN	NON-TRAFFIC CITATION	28			
CITT	TRAFFIC CITATION	299			
Total Calls		1,664			

Radnor Township Police Department January 2016 Crime Report

CLASS 1 Offenses							
Offense	Inc 1/16	Inc YTD 16	Clr'd 1/16	Clr'd YTD 16	Inc YTD 15	Clr'd YTD 15	Inc YTD 16 to 15
Criminal Homicide	0	0	0	0	0	0	0
Forcible Rape	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0
Assault	4	4	2	2	2	1	2
Burglary	2	2	0	0	3	0	-1
Larceny	15	0	1	0	0	0	0
Auto Theft	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0
Total Class 1 Off.	21	6	3	2	5	1	1
CLASS 2 Offenses							
Vandalism	2	2	0	0	7	0	0
Illegal Drugs	2	2	5	5	12	3	0
DUI	2	2	4	4	7	4	0
Disorderly Conduct	7	7	4	4	4	1	0
Fraud Related	10	10	0	0	15	0	0
Underage Drinking	2	2	0	0	2	1	0
All Other Class 2	7	7	5	5	9	2	0
Total Class 2 Off.	32	32	18	18	56	11	0
Grand Total	53	38	21	20	61	12	1

Radnor Township Police Department
January 2016 Property Stolen Recovered Report

Type of Property	Jan-16 Stolen	2016 YTD Stolen	Jan-16 Recovered	2016 Y-T-D Recovered
Currency, Notes, Stocks Etc.	\$2,980.00	\$2,980.00	\$0.00	\$0.00
Clothing & Furs	\$620.00	\$620.00	\$0.00	\$0.00
Locally Stolen Motor Vehicles	\$0.00	\$0.00	\$0.00	\$0.00
Office Equipment	\$1,500.00	\$1,500.00	\$0.00	\$0.00
Televisions, Radios, Cameras	\$0.00	\$0.00	\$0.00	\$0.00
Firearms	\$0.00	\$0.00	\$0.00	\$0.00
Household Goods	\$55.00	\$55.00	\$55.00	\$55.00
Consumable Goods	\$0.00	\$0.00	\$0.00	\$0.00
Jewelery & Precious Metals	\$10,175.00	\$10,175.00	\$0.00	\$0.00
Livestock	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$3,525.00	\$3,525.00	\$0.00	\$0.00
Total Property Value	\$18,855.00	\$18,855.00	\$55.00	\$55.00

Radnor Township Police Department
January 2016 Burglary Report

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



RECREATION & COMMUNITY PROGRAMMING DEPARTMENT JANUARY 2016 REPORT

Events/Excursions/Programs

- Programming consisted of/registration underway:
 - Hoops from the Heart at Cabrini College (70 participants)
 - Radnor Youth Basketball (1,116 League participants - includes 51 travel participants)
 - Hoops Clinic (103 participants - includes 1st & 2nd graders)
 - Little Hoops Stars (160 participants - includes Kindergarteners and Preschoolers; approximately 109 are Kindergarteners)
 - After School Chess at Ithan Elementary with Shining Knights (19 participants)
 - After School Science at Ithan Elementary with Professor Bob (19 participants)
 - Junior & Adult Tennis Lessons with David Broida (41 participants)
 - Gryphon Volleyball Program (23 participants)
 - Youth Wrestling Clinic (17 participants)
 - Winter Junior Soccer with Soccer Shots (6 participants)
 - Winter Junior Soccer with World Cup Sports Academy (18 participants)
 - Women's Boot Camp (3 participants)
 - Men's Basketball (11 participants)
 - School's Out Program (1/18 session cancelled; programs on 2/15, 3/10 & 11, 4/26) with Jump Start Sports
 - Spring Break Sports Camp with Jump Start Sports & World Cup Sports Academy
 - Spring Junior Soccer with Soccer Shots
 - Spring Junior Soccer with World Cup Sports Academy
 - Spring Multisport Camp with Young Sports (NEW)
 - Preschool T-ball with Jump Start Sports
 - Radnor Day Camp & Summer Preschool Camp (52 registered to date)
 - Regal Movie Discount Ticket Program (25 movie tickets sold to date 2016)
 - PRPS Discount Ticket Program – Ski Resort Tickets (69 sold to date 2016)
- Met with winter/spring and summer programming and event vendors/instructors, aligned contractual agreements, and coordinated facility schedules.
- Continued distribution of the Winter & Spring 2016 Recreational Activities Brochure; began development of the Summer 2016 Recreational Activities Brochure.
- Coordinated Winter 2016 Radnor Youth Basketball Program in cooperation with Jump Start Sports and the basketball program coordinator; coordinated ongoing program communications with staff and league leaders regarding practices, game schedules, facility usage, photos, and other program components; coordinated travel program (travel teams consist of boys grades 4th to 8th and girls grade 7th/8th); coordinated spirit-wear apparel with program partner and apparel vendor; coordinated facility usage with RTSD and various local private schools/facilities (Agnes Irwin School, Hill Top Preparatory School, Woodlynde School, Villanova University, Young Sports Center, and Competitive Edge Sports); continued to put forth considerations to area schools/facilities for additional gym time; worked with program sponsors, updated township website; over 150 volunteer coaches and league leaders are assisting the program.
- Events coordinated consisted of:
 - Hoops from the Heart Basketball Clinic – worked with Cabrini College to plan event and coordinated marketing.
 - Daddy-Daughter Dance – met with Radnor Hotel regarding event logistics and photography; coordinated all event vendors and sponsors.
 - Spring Eggstravaganza – met with Villanova University Risk Management Department to discuss event insurance requirements for event.
 - Wheels of Wayne – coordinated activities and entertainment, vehicle and vendor registrations, and event sponsorships.
- Met with American Lung Association representative to discuss possible future changes to the annual Radnor Run event and to align 2016 committee meeting schedule.
- Developed registration and marketing for Radnor Day Camp/Summer Preschool Camp 2016 – secured program director, updated website, coordinated online/early bird registration process.

- Continued sponsorship development by working with local businesses and organizations for current events and programs; conducted meetings with several potential sponsors to secure monetary and in-kind sponsorships for upcoming 2016 events and programs.
- Worked with potential advertisers for Township website advertising buttons.
- Met to discuss partnership collaborations with Young Sports, Cabrini College, Radnor Memorial Library, Villanova University, Wayne Business Association, and the Radnor Hotel.

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 service areas including discount ticket program, events, and park and athletic field usage; reviewed revenue and expense projections for 2016 budget development relative to Department's operations and services.
- Attended and prepared reports and documentation for monthly Board of Commissioners Meetings and monthly Parks Board Meeting.
- Attended January 7th Parks & Recreation Subcommittee Meeting to discuss the Willows Mansion and St. David's Nursery School Proposal.
- Attended weekly staff meetings with Township Manager and Department Directors/Supervisors.
- Continued to work with Program Supervisor and Program Coordinator on daily planning, programming, and procedures; discussed daily and seasonal operations, services, and Township/Department procedures; reviewed adopted budget and developed goals for 2016.
- Coordinated winter storm cancellations and communications for Winter Storm Jonas.
- Interviewed candidates for Department's part-time Recreation Assistant position/fulfilled position.
- Developed and submitted application for PRPS Agency of the Year Award.
- Continued working on Passport to Parks Project, Department Strategic Plan, and solutions for online registration.

Parks & Facilities Usage

- **Athletic Fields:** Updated field scheduling system for 2016 and began to organize spring field requests; met with spring field users and began to assemble the schedule; developed 2015 field usage analysis.
- **Park Areas:** Updated 2016 picnic schedules and files and began taking 2016 picnic area requests; developed 2015 picnic area usage analysis.
- **Radnor Activity Center:** Coordinated usage and rentals – 3 rentals took place in January (all were for multiple dates) along with the Department's seasonal recreational usage including Radnor Youth Basketball, Futsal, Men's Basketball League, Women's Boot Camp, Radnor Middle School, St. Katharine's Basketball Programs, and Main Line Independent Guard; coordinated maintenance of the main court backboard switches and replacement of the scoreboard; visited the facility with Parks Board Vice-Chair.

Parks & Facilities Meetings/Projects

- **Park Signage Replacement:** The process of replacing the park signage from 2015 allocated capital funds is almost completed, Saw Mill will be installed in early 2016 once the sign bed is prepared to accommodate the sign; continued working with Bentley Homes to finalize the Township gateway entry sign located at Unkefer Park; additional signage has been approved through voted bond proceeds for Fenimore Woods and Ithan Valley Park; working to replace and update the informational signage at Radnor Skatepark and in all parks relative to dogs/pets.
- **Park and Trail Improvements** – a bond ordinance was voted at the October 26th Board of Commissioners Meeting for the following parks and trails (\$5.75M - \$4.3M Parks/\$1.45M Trails):

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)
Radnor Station to Harford Park (9F)

- **Clem Macrone Park Master Planning:** A master plan was developed that reviewed the existing site and provided a conceptual plan of how the park should be developed to maximize its footprint and best serve the passive and active recreational needs of the community - funding for the project was approved by the Board of Commissioners at their September meeting; the grant application that was submitted for the DCNR C2P2 Program Grant in the amount of \$350K (requires a dollar-for-dollar match) has been approved and announced; the grant application that was submitted to the DCED Greenways, Trails, and Recreation Program (GTRP) for \$250K was approved with notification that \$224K has been awarded as part of this program with a required match of \$39,500; \$5,000 has been received from a PECO grant application; the final engineering/construction plan has been submitted to the Delaware County Conservation District (for NPDES review) and we are awaiting more information; Kimmel Bogrette is finalizing the project's bid documentation and construction will begin in 2016; staff has been working with KB to develop the park comfort station, pavilion, and band shell.
- **Encke Park:** Authorized by the Board of Commissioners in March 2015, a project is underway with members of Radnor Wayne Little League on park improvements that includes a combination comfort station/concession stand and other anticipated park improvements such as repairs to the driveway access off of Iven Avenue, electronic scoreboards, field conversion to 50/70 distances, press box, and fencing upgrades - these projects are utilizing funding that was received as part of the Township Building cell tower contract renegotiation, RWLL fundraising efforts, and bond proceeds; a Memorandum of Understanding was developed with RWLL relative to the park improvements outlining the details of RWLL's obligations, usage, and ownership; work continues on the new concession stand building and scoreboard installation; work will be starting on the fencing, field conversions, press boxes, and driveway access off Iven Avenue – all in an effort to be completed prior to the start of the spring season.

- **Fenimore Woods Rehabilitation Project** – met with architectural firm Kimmel-Bogrette to discuss park improvement goals in anticipation of a proposal submittal to the BOC; met with General Recreation on the anticipated playground improvements and began preliminary equipment design; met with representatives from Eastern University and Cabrini College to discuss school support and interests in the project.
- **Radnor Skatepark Improvements:** Recent 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. It is anticipated that a re-application of the top coat will take place in the spring due to lack of adherence of the coating that was applied as part of the project. Met with contractors to discuss details of the remaining work.
- **Veterans Park Planning:** (formerly St. Davids Community Park): Park planning project 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:** Agreement with the Willows, LLC. will not be met due to a lack of financing for the project after an extension was granted by the BOC that expired on 11/21. We are currently reviewing a proposal that has been submitted by St. David's Nursery School to operate and improve the Mansion; the proposal was presented at the December and January Parks and Recreation Board Meetings, it was discussed at a special meeting of the Parks & Recreation Subcommittee (of the BOC) on January 7th as well as at the February 8th Board of Commissioners Meeting; it is anticipated that it will be discussed again at the March 14th BOC Meeting with anticipated direction on proceeding further. Staff also met with members of the Inveraray Home Owners Association on February 2nd to hear questions raised by the neighbors. Replacement of the Willows entryway bridge remains underway.

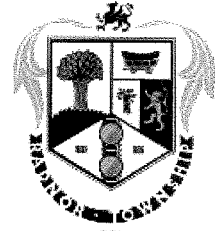
Respectfully Submitted,



Tammy S. Cohen
Director of Recreation & Community Programming

Interoffice Memorandum

TO: BOARD OF COMMISSIONERS
FROM: KEVIN KOCHANSKI, DIRECTOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
SUBJECT: JANUARY MONTHLY REPORT
DATE: FEBRUARY 3, 2016
CC: ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



**Community Development
Department**

Attached for your review is the Community Development Monthly Report for the month of January 2016. Please note the following highlights:

- Building Permit Fee Revenue totaled \$65,170.00 with 61 permits issued
 - Electric Permit Fee Revenue totaled \$39,180.00 with 40 permits issued
 - Mechanical Permit Fee Revenue totaled \$5,571.00 with 16 permits issued
 - Plumbing Permit Fee Revenue totaled \$4,215.00 with 30 permits issued
 - Zoning Permit Fee Revenue totaled \$225.00 with 4 permits issued
 - Design Review Board Application Fee Revenue totaled \$1,700.00 with 8 applications received
 - Historic and Architectural Review Board Revenue totaled \$100.00 with 2 applications received
-
- Permit and application revenue for January 2016: \$ 116,161.00
 - Permit and application revenue year to date: \$ 116,161.00
-
- Permits and applications for January 2016: 161
 - Permits and applications year to date: 161
-
- Inspections conducted for January 2016: 450
 - Inspections conducted year to date: 450

MEMORANDUM

To: Board of Commissioners
CC: Robert A. Zienkowski, Twp. Manager
Stephen F. Norcini, P.E.; Director of Public Works
From: Suzan Jones, Administrative Assistant Engineering Department
Re: January 2016 Monthly Summary Report and Yearly Summary Report

We hereby submit for your review the January 2016 Engineering and Public Works Departments Revenue, respectively \$ 7,830.00 and \$ 10,050.00 as outlined below.

➤ 10	Grading Permit Applications - \$ 3,450.00	year-to-date - \$ 3,450.00
➤ 0	Clearing Permit Application - \$ 0.00	year-to-date - \$ 0.00
➤ 0	SALDO Application - \$ 0.00	year-to-date - \$ 0.00
➤ 4	Sidewalk Permit Applications - \$ 200.00	year-to-date - \$ 200.00
➤ 12	Sidewalk blocks replaced -	year-to-date - 12 blocks
➤ 0	Septic Permit Applications - \$0.00	year-to-date - \$ 0.00
➤ 2	Property inspections - \$ 130.00	year-to-date - \$ 0.00
➤ 23	Certificate of Occupancy Applications - \$ 4,050.00	year-to-date - \$ 4,050.00
➤ 13	Highway Permit Applications - \$ 10,050.00	year-to-date - \$ 10,050.00

Engineering income for 2016 year-to-date \$ 7,830.00
Public Works income for 2016 year-to-date \$ 10,050.00

Engineering Assistant Doug Meder, SEO, performed the following:

➤ 70	Site visits	year-to-date - 70
➤ 32	Mark outs for property resale (sidewalks)	year-to-date - 32
➤ 32	Sewer inspections	year-to-date - 32
➤ 8	Complaints investigated	year-to-date - 8
➤ 7	Grading Permit applications reviewed	year-to-date - 7
➤ 28	Meetings attended	year-to-date - 28
➤ 1	Sewage Permit Review	year-to-date - 1
➤ 1	Sewage Permit Septic Installations	year-to-date - 1
➤ 0	Sewage Permit Percolation Tests	year-to-date - 0
➤ 0	Sewage Permit Deep Holes	year-to-date - 0
➤ 0	Sewage Permit Pre-soaks	year-to-date - 0
➤ 3	Storm percolation tests	year-to-date - 3
➤ 16	Deliveries to Shade Tree and Planning Commission members	year-to-date - 16

Professional Service Fees Reimbursed for 2016 year-to-date \$ 805.00

TOWNSHIP OF RADNOR
Minutes of the Meeting of January 25, 2016

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

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

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

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

Notice of Executive Session on January 25, 2016

All commissioners were in attendance at the January 25, 2016 executive session; where matters of personnel and litigation were discussed.

Commissioner Higgins also announced that Parks and Recreation will be moved to the beginning of the agenda.

Public Participation

Sara Piling, Garrett Avenue – She commented in regards to the future of the Willows Mansion and asked for the Township to go back out to the community with an RFP. She along with Rick Leonardi presented her vision for the Willows.

Martin Heldring, Audubon Avenue – He commented in regards to an article in the Township Winter newsletter.

Christina Perrone, Walnut Ave – She thanked all of the Township employees who worked through the storm and clean-up as well as commented on an item later in the agenda in regards to Eastern University asking for a stormwater waiver. She then commented in regards to the future of the Willows.

Mr. Zienkowski commented in regards to a survey that was conducted in 2010 and the questions that were asked of the Community about the Willows.

Commendation for Life Saving Award

Superintendent Colarulo presented Sergeant Pinto with a commendation for a life saving incident in January 2016. Ms. Kozak read a letter of thanks for the help that Sergeant Pinto provided her 3 year old daughter that evening.

1. Consent Agenda

- a) Disbursement Review and Approval 2015-12E, 2015-12F, 2015-12G & 2016-1A
- b) Acceptance of Department Monthly Reports
- c) Approval of minutes for the Board of Commissioners reorganization & regular meetings of January 4, 2016
- d) Resolution #2016-05 - Authorization to Award the Gasoline and Diesel Fuel Contracts
- e) Resolution #2016-06 - Authorizing the Repair of Solid Waste Truck #36
- f) Resolution #2016-07 - Authorizing the Township to enter into agreement with the Pennsylvania Recreation & Parks Society for 2016 Seasonal Discount Ticket Program
- g) Resolution #2016-08 - Authorizing the Township to enter into agreement with Brandywine Learning Center, LLC for Seasonal Harry Potter Programming
- h) Resolution #2016-09 - Authorizing the Township to enter into agreement with David Broida for Seasonal Tennis Programming
- i) Resolution #2016-10 - Authorizing the Township to enter into agreement with Jump Start Sports, LLC. for Seasonal Sports Programming
- j) Resolution #2016-11 - Authorizing the Township to enter into agreement with Shining Knights, LTD for Seasonal Chess Programming
- k) Resolution #2016-12 - Authorizing the Township to enter into agreement with Soccer Shots, LLC for Seasonal Soccer Programming
- l) Resolution #2016-13 - Authorizing the Township to enter into agreement with Theatre Horizon, INC for Summer Theatre Camps
- m) Resolution #2016-14 - Authorizing the Township to enter into agreement with World Cup Sports Academy for Seasonal Programming
 - n) Consideration of a Motion to Approve the Certificate of Appropriateness:
 - HARB-2016-01 – 219 Pembroke Avenue – Changed roof from the approved HARB Plans (HARB-2015-12). Deleted circle top window and build up flat roof between existing house and bedroom addition.
 - HARB-2016-02 – 237 Orchard Way – Replacement of existing 1 story 2 car garage (freestanding accessory structure with new 1 ½ story 2 ½ car garage (detached accessory structure).

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

3. Appointment to Vacancy Board

Removed from the agenda

4. Reappointments to Advisory Boards and Commissions

Commissioner Ahr made a motion to reappoint the below members, seconded by Commissioner Schaefer. Motion passed 7-0.

Reappointments effective 1/1/2016	
Environmental Advisory Committee Dan Meir	Citizens Communication Council John Ricutti

Parks and Recreation Board Patrick Gillan	Design Review Board Robert D'Amicantonio
Planning Commission Walter Kunda Regina Majercak	CARFAC Mark Blair Edward Caine Jerry Linden
Stormwater Advisory Committee L. Paige Maz	

5. Appointments to Various Boards & Commissions

Commissioner Ahr made a motion to appoint the following: Tim Sass, Stormwater Advisory Committee; Kurt McCabe, Cable Communications Council and Jeff Handen, Ethics Board; seconded by Commissioner Nagle. Motion passed 6-1 with Commissioner Booker opposed.

6. Committee Reports

PARKS & RECREATION

F. Resolution #2016-18 - Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor School District Facilities for the 2016 Summer Camp Season

Commissioner Schaefer will not participate in the next two items as she has a conflict.

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

G. Resolution #2016-19 - Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor Township School District Transportation Services for Radnor Day Camp 2016

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

PUBLIC WORKS & ENGINEERING

A. Resolution #2016-15 - Authorizing Gilmore and Associates to Prepare Design Documents for the Morris Road Sidewalk Project

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

There was a brief discussion amongst the Commissioners in regards to their support of the resolution.

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

B. Eastern University 1300 Eagle Road – Requesting a waiver for §245-22 of the Stormwater Management Ordinance

Roger Philips, Township Engineer gave a brief overview of the above agenda item.

Commissioner Ahr made a motion to approve the waiver, seconded by Commissioner Curley.

Mr. Zienkowski inquired if the Board would ask Eastern University to restore the reed beds at Fenimore Woods as a condition to the waiver. There was a discussion amongst the Commissioners in regards to making this as a condition.

Commissioner Clark made a motion to amend the original motion to include the condition for Eastern University to assist in the restoration of the reed beds at Fenimore Woods, seconded by Commissioner Booker. Motion failed 2-4 with Commissioners Ahr, Higgins, Curley and Nagle opposed and Commissioner Schaefer recusing herself because of a conflict.

Public Comment

Jane Galli, Barcladen Rd. - She asked for clarification and description of a reed bed.

Commissioner Higgins called the vote on the original motion; motions passed 5-1 with Commissioner Booker opposed and Commissioner Schaefer recusing herself because of a conflict.

PERSONNEL & ADMINISTRATION

C. Ordinance #2016-01 (Adoption) - Boy Scout Cabin -- Agreement of Sale

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

Mr. Rice, Township Solicitor gave a brief background on the ordinance. Dave Falcone, representing Friends of Radnor Troop 284 commented that they are in agreement with the proposed agreement and the Troop has been in contact with the surrounding neighbors.

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

D. Resolution #2016-22 - Establishing A Villanova Project Communication And Review (Care) Committee Consisting Of Representatives Of Villanova University, Radnor Township And Nearby Residents To The Villanova CICD Construction Project

Commissioner Ahr gave an overview of resolution #2016-22. There was a brief discussion amongst the Commissioners.

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

Public Comment

Jane Galli, Barcladen Rd. – She thanked Commissioner Ahr for the resolution.

Rick Leonardi – He inquired if this committee will be reactive or responsive.

Commissioner Ahr commented that it will be a responsive group.

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

E. Resolution #2016-17 - Providing Notice of Termination of Both the North Wayne Field Lease and the Utility and Restroom Building Lease between Radnor Township and Radnor Township School District in Accordance with the Terms Of the Respective Lease Agreements

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

Commissioner Higgins gave a background of the resolution above. There was an in depth discussion amongst the Commissioners and staff in regards to the usage hours at North Wayne Field.

Commissioner Higgins called the vote, motion failed 2-4 with Commissioners Booker, Clark, Curley and Nagle opposed and Commissioner Schaefer recusing herself because of a conflict.

FINANCE & AUDIT

H. Resolution #2016-20 - Establishing A Program Of Distribution Of Parking Revenues From The AT&T Parking Lot Pursuant To Ordinances 2000-12 And 2010-20

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

There was an in depth discussion amongst the Commissioners, staff and Chris Todd (President, Wayne Business Association) in regards to the history of parking revenues at the AT&T lot as well how to proceed forward. The Wayne Business Association is in support of the resolution.

Commissioner Higgins called the vote, motion passed 4-3 with Commissioners Booker, Clark and Curley opposed.

I. Resolution #2016-21 - Amending the Consolidated Fee Schedule For Calendar Year 2016 For Professional Consultant Fees As Authorized Under The Pennsylvania Municipalities Planning Code

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

Mr. Rice, Township Solicitor gave a brief background on the resolution. There was a brief discussion amongst the Commissioners and staff.

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

Mr. White responded to a comment made earlier in the meeting in regards to wind energy.

COMMUNITY DEVELOPMENT - None

PUBLIC SAFETY - None

LIBRARY - None

PUBLIC HEALTH

Commissioner Nagle commented that the State has made this week as Teen Health week. This program was developed and set up by Dr. Laura Offit who is a Radnor resident and former member of the Board of Health.

Old Business - None

New Business

Commissioner Higgins thanked all Township employees involved during and after the storm this past weekend.

Public Participation

Jane Galli, Barcladen Road – She inquired about an update with Lower Merion and the sewer item involving Villanova University’s project.

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

Respectfully submitted,

Jennifer DeStefano

**RESOLUTION NO. 2016-30
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA AUTHORIZING THE TOWNSHIP TO APPROVE
AN AGREEMENT WITH HILL TOP PREPARATORY SCHOOL FOR
GYMNASIUM USAGE FOR THE 2015-2016 WINTER RADNOR
YOUTH BASKETBALL PROGRAM.**

WHEREAS, the Radnor Township Recreation & Community Programming Department offers various programming to improve the quality of life throughout the year; and

WHEREAS, the Township annually contracts with local public and private schools for gymnasium usage for the Radnor Youth Basketball Program; and

WHEREAS, the Home Rule Charter Chapter 7.11(D) requires that any contract in excess of \$7,500 be formally approved by the Board of Commissioners; and

WHEREAS, the gymnasium agreement for the 2015-2016 Winter Radnor Youth Basketball Program will result in a contractual payment to Hill Top Preparatory School that will exceed the \$7,500 threshold stipulated by the Home Rule Charter and therefore will require Board approval.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township to enter into an agreement for gymnasium usage with Hill Top Preparatory School for the 2015-2016 Winter Radnor Youth Basketball Program, per the attached contract, in the amount of \$8,162.00.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 22nd day of February 2016.

RADNOR TOWNSHIP

By: _____
Name: James C. Higgins
Title: President

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

Radnor Township

PROPOSED LEGISLATION



DATE: February 17, 2016

TO: Board of Commissioners

FROM: Tammy Cohen, Director of Recreation and Community Programming

Ⓟ

LEGISLATION: Resolution 2016-30 authorizing the Township to approve an agreement for gymnasium usage with Hill Top Preparatory School for the 2015-2016 Winter Radnor Youth Basketball Program.

LEGISLATIVE HISTORY: This is a one-time resolution that is specific to gymnasium usage for the 2015-2016 Winter Radnor Youth Basketball Program. Since the gymnasium agreement for the program will exceed \$7,500, the Charter requires that the Board formally approved the agreement.

PURPOSE AND EXPLANATION: The Recreation and Community Programming Department would like to contract with Hill Top Preparatory School to use gymnasium space for the 2015-2016 Winter Radnor Youth Basketball Program. The gymnasium agreement for the program will exceed \$7,500 due to the level of enrollment for the programs requiring gym space from local public and private schools. The purpose for the resolution is to satisfy the Charter requirement that any contract that exceeds \$7,500 must be formally approved by the Board of Commissioners.

FISCAL IMPACT: The impact of the gymnasium agreement with Hill Top Preparatory School is that it will exceed \$7,500 and that the contracted amount of \$8,162.00 will be directly covered by programming sales generated from the 2015-2016 Winter Radnor Youth Basketball Programs. The cost for the Hill Top Preparatory School facility usage has been budgeted under the *Recreation Programming – Programs* area of the budget under *Contractual Services: Rentals*.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the February 22nd, 2016 Board of Commissioner meeting.

RENTAL CONTRACT
HILL TOP FIELD HOUSE
2015-2016

The Radnor Township Youth Basketball Program agrees to rent the Hill Top Field House under the following conditions:

1. Lessee must provide and maintain a \$2 million insurance policy and name The Hill Top Preparatory School as an additional insured. Please attach as Exhibit A.
2. Lessee holds The Hill Top Preparatory School and its employees blameless from any liability or injury while on the school's property or during any athletic event.
3. Lessee shall provide all equipment necessary and required for the safe participation in any athletic event.
4. The Hill Top Preparatory School reserves the rights to terminate any contract at any time for reasons of negligent use or damage to the Hill Top Field House, its surrounding property, and any stored equipment. All unused funds will be forfeited.
5. Lessee agrees to pay a \$1000.00 security deposit. An access code entry system will be on the door. It will allow access only at the times specified for your activity within this agreement. Lessee is responsible for keeping Field House in clean condition and checking that doors are locked and lights turned off upon departure.
6. Lessee will have access to the facility on the day of and only at the times specified in the attached schedule. No unauthorized use is permitted. There is to be no unauthorized use of any other facilities or grounds. Parking is allowed in designated areas only. There is to be no parking, stopping or idling in driveway and courtyard areas
7. Hilltop staff lives on campus and Hill Top is surrounded by residential housing. Noise levels must be kept to a reasonable level.
8. If Hill Top is required to hire building supervision due to lack of supervision by the Radnor Township Youth Basketball Program, said cost will be reimbursed by lessee.
9. Lessee shall pay \$53.00 per hour for use of the facility per schedule.
10. Total cost of rental for the attached schedule TOTAL _____.
Hill Top maintains and upgrades their athletic facilities each year. It is expected that the coaches and personal of the Radnor Township Youth Basketball program will respect our facilities and make sure that all participants will respect our facilities as well. Any unauthorized use of non-basketball facilities or any other abuse to the facility will be grounds for immediate revocation of all usage privileges of the Hill Top Gym for the individual and possibly the associated team.
11. No participants in this program can be left unattended at any time. There must be proper adult supervision of all participants at all times.

I fully understand and agree to all of the above contractual requirements for the duration of the rental term. I also agree to pay the total of \$ _____ by February 28, 2016

Name: _____

_____ Business Mgr, Hill Top Preparatory

Title: _____

Group: _____

Date: _____

Address: _____

Contact Telephone: _____

Hill Top Preparatory School							
Use of Gymnasium							
Radnor Youth Basketball							
December 2015 through March 2016							
			Monday, Tuesday and Thursdays 5:30 - 9:00	Sundays February 28 & March 13th 10:00AM to 7:00PM	Totals hours for the week	Rate per Hour	
			Hours	Hours			
Week Ending	12-Dec-15		10.5		10.5	\$ 53	\$ 556.50
Week Ending	19-Dec-15		10.5		10.5	\$ 53	\$ 556.50
Week Ending	26-Dec-15		7	No Christmas Eve	7	\$ 53	\$ 371.00
Week Ending	2-Jan-16		7	No New Years Eve	7	\$ 53	\$ 371.00
Week Ending	9-Jan-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	16-Jan-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	23-Jan-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	30-Jan-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	6-Feb-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	13-Feb-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	20-Feb-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	27-Feb-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	5-Mar-16		10.5	7	17.5	\$ 53	\$ 927.50
Week Ending	12-Mar-16		10.5		10.5	\$ 53	\$ 556.50
Week Ending	19-Mar-16		0	7	7	\$ 53	\$ 371.00
Total due Through 3-19-2016			140	14	154	\$ 53	\$ 8,162

RESOLUTION NO. 2016-26

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING THE
PURCHASE OF ONE NEW SOLID WASTE PACKER
TRUCK, ONE NEW SEWER DUMP TRUCK, ONE 14'X29'
GARAGE BAY DOOR**

WHEREAS, the Public Works Department prepared a capital vehicle, equipment, and facilities replacement plan

WHEREAS, said plan was part of the 2016 Radnor Township Manager's Recommended Budget

WHEREAS, the Public Works Department requests authorization to purchase the Solid Waste Packer, Sewer Dump Truck, and Garage Bay Door.

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby authorize the purchase of One New Solid Waste Packer Truck, One New Sewer Dump Truck, One 14'x29' Garage Bay Door

SO RESOLVED this 22ndth day of February, A.D., 2016

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins
Title: President

ATTEST: _____


Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: February 16, 2016

TO: Radnor Township Board of Commissioners

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

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

LEGISLATION: Resolution #2016-26, Authorization to Purchase One New Solid Waste Packer Truck, One New Sewer Dump Truck, One 14'x29' Garage Bay Door

LEGISLATIVE HISTORY: Similar legislation was before the Board of Commissioners in January of 2014.

PURPOSE AND EXPLANATION: As noted in the 2016 Capital Budget, I am requesting authorization to purchase the following vehicles and bay door for the Public Works Department as noted (all costs are taken directly from the approved budget):

<u>Division</u>	<u>Vehicle/Equipment Replaced</u>	<u>Proposed Vehicle/Equip</u>	<u>Cost</u>
Solid Waste	1997 Packer	2016 Packer	5 yr lease purchase @ \$40,000/yr
Sewer	2000 Dump Truck	2016 Dump Truck	5 yr lease purchase @ \$36,000/yr
Facilities	14'x29' Bay Door	14'x29' Bay Door	Purchase at \$20,000

The Solid Waste Packer trash truck is 19 years old and well beyond its useful lifespan. This truck is used for trash, recycling, brush collection, and leaf collection. It is purchased with a fixed plow, as it is also used in the larger snow storms. The Sewer Dump Truck, which is used for hauling material, as well as plowing and spreading salt, is also in need of replacement. The purchase includes a salt spreader and plow. The 14'x29' bay door, which was scheduled for replacement in the capital budget, broke last week, and is permanently in the down position until replaced. Replacement includes new rails, motor, and electric safety.

IMPLEMENTATION SCHEDULE: Upon authorization by the Board of Commissioners, a purchase order will be processed for immediate replacement of the garage bay door. The trucks will be purchased via CoStars, once financing for the lease is obtained.

FISCAL IMPACT: Funding is provided in Capital Account 05-400-4830.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners authorize the purchase of the Public Works Department vehicles and garage bay door as noted above.

Public Participation

RESOLUTION NO. 2016-25

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING CH2M TO
PERFORM A TOWNSHIP WIDE WATERSHED ANALYSIS**

WHEREAS, Radnor Township has areas that are prone to flooding

WHEREAS, the Stormwater Management Advisory Committee has recommended that a Township wide watershed analysis be performed to identify, analyze, and model flood areas, as well as to solve issues and prioritize the projects

WHEREAS, CH2M, the Township's appointed Stormwater Administrator, has provided a Radnor Township Watershed Assessment Proposal

WHEREAS, the Radnor Township Stormwater Management Advisory Committee has recommended approval of said proposal

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby authorize CH2M to perform a Township Wide Watershed Analysis, at the cost of \$258,107.

SO RESOLVED this 22nd day of February, A.D., 2016

RADNOR TOWNSHIP

By:


Name: James C. Higgins

Title: President

ATTEST:

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: February 16, 2016
TO: Radnor Township Board of Commissioners
CC: Robert A. Zienkowski, Township Manager
FROM: Stephen F. Norcini, P.E., Director of Public Works 
LEGISLATION: Resolution #2016-25, Authorizing CH2M to Perform a Township Wide Watershed Analysis

LEGISLATIVE HISTORY: The proposed Township wide watershed analysis has not been formally before the Board of Commissioners.

PURPOSE AND EXPLANATION: At the February 11th, 2016 regularly scheduled Stormwater Management Advisory Committee (SWMAC) Meeting, the SWMAC unanimously voted to recommend the Board of Commissioners Authorize CH2M to prepare a Township Wide Watershed Analysis. The proposal prepared by CH2M is broken down into the following tasks:

1. Identification of Flood Risk Locations in Radnor Township	\$22,169
2. Data Gap Analysis and Collection	\$43,834
3. Enhanced Flood Modeling (Existing Conditions)	\$70,876
4. Identification and Modeling of Conceptual Flood Mitigation Solutions	\$94,998
5. Prioritization of Conceptual Flood Mitigation Projects	\$16,526
6. <u>Project Management/Administration</u>	\$9,704
TOTAL PROJECT COST	\$258,107

The SWMAC has provided a memorandum outlining their recommendation (attached), which provides a brief synopsis of their recommendation. The full CH2M proposal is also attached. Members of the SWMAC and Dan Wible will be present to answer any questions you may have.

IMPLEMENTATION SCHEDULE: Upon authorization by the Board of Commissioners, a purchase order will be processed for the Township Wide Watershed Analysis, with work to begin immediately.

FISCAL IMPACT: The project cost, \$258,000, will be funded by the Stormwater Fund, account # 04-421-4790.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners authorize CH2M to perform a Township Wide Watershed Analysis, at the cost of \$258,107.

Enclosures: Stormwater Management Advisory Committee Memorandum
CH2M Township Wide Watershed Assessment Cost Proposal

MEMORANDUM

TO: RADNOR TOWNSHIP BOARD OF COMMISSIONERS
FROM: RADNOR TOWNSHIP STORMWATER MANAGEMENT ADVISORY COMMITTEE
SUBJECT: PROPOSAL FOR RADNOR TOWNSHIP WATERSHEDS ASSESSMENT
DATE: FEBRUARY 16, 2016
CC: FILE

At the February 11, 2016 SWMAC meeting, the Radnor Township Stormwater Advisory Committee (SWMAC) unanimously voted (4-0) to recommend that the Radnor Township Board of Commissioners approve CH2M's Proposal for Radnor Township Watersheds Assessment.

The Assessment will include the four main Township Watersheds – Ithan Creek, Gulph Creek, Darby Creek and Meadowbrook Run – as well as the small areas of the Township outside of these main watersheds. The Assessment will first document known flooding areas and refine existing CH2M modeling of the watersheds to identify priority problem areas.

For the priority problems areas, data gaps in information needed for more detailed hydraulic modeling will be identified and additional data will be collected to fill those gaps. Using this data, CH2M will perform existing conditions enhanced hydrologic and hydraulic modeling of priority problem areas. Utilizing the enhanced modeling, up to three conceptual solutions will be modeled for each priority problem area.

With the input of the Township, SWMAC and other stakeholders, the conceptual flood mitigation projects will then be prioritized.

The Assessment will provide a comprehensive, quantitative understanding of Township flooding. The enhanced modeling will allow for sensitivity analysis of the potential solutions and can show how upstream solutions impact downstream flooding issues, which will aid in prioritization of solutions.

CH2M will report on the Assessment progress at the SWMAC monthly meetings and the Board of Commissioners will be regularly informed of the Assessment progress.

**Radnor Township –
Proposal for Radnor Township Watersheds
Assessment**

Submitted February 2016

Prepared by:

ch2m.SM

Purpose

Radnor Township covers an area of approximately 13.8 square miles and spans four major watersheds (Ithan Creek, Darby Creek, Gulph Creek, and Meadowbrook Run), which are tributary to two regional watersheds (Ithan, Darby, and Meadowbrook Run contribute to the Delaware River, while Gulph contributes to the Schuylkill River). Contained within that Township is a wide variety of land uses, including high density residential, low density residential, transportation facilities, office building complexes, college/school campuses, commercial areas, historical areas, recreational facilities, and a major transportation corridor (I-476). As the Township developed over time, it became apparent that its drainage system was no longer adequate to effectively convey stormwater runoff in many areas and that, as a result, the Township experiences numerous areas of significant flooding, to a degree that homes, streets, driveways, and emergency services are frequently impacted.

The Radnor Township Stormwater Management Advisory Committee (SWMAC) has requested that their Stormwater Program Administrator, CH2M, conduct an assessment of flooding conditions throughout the Township. The purpose of the study is to assess the areas of existing flooding in the Township, the causes of the flooding, and potential solutions that can work both individually and collectively to best address (i.e. reduce if not eliminate) the identified areas of flooding. Such solutions could entail sustainable improvements in a variety of areas, such as streets, parking lots, schools, open space/undeveloped areas, and parks. The ultimate goal of this effort is to identify viable, cost-effective, and community-enhancing conceptual solutions that will lead to meaningful improvements in flooding conditions throughout Radnor Township.

Scope of Work

The following Scope of Work proposes the following five tasks:

- **Task 1: Identification of Flood Risk Locations in Radnor Township (all 4 watersheds)**
- **Task 2: Data Gap Analysis and Collection**
- **Task 3: Enhanced Flood Modeling (Existing Conditions)**
- **Task 4: Identification and Modeling of Conceptual Flood Mitigation Solutions**
- **Task 5: Prioritization of Conceptual Flood Mitigation Projects.**

It is anticipated that this Township-wide flood conditions assessment and the results developed based on the analysis, will both create a blueprint for future flood mitigation projects throughout the Township.

Task 1 – Identification of Flood Risk Locations in Radnor Township

CH2M will perform a flooding analysis of all four watersheds in Radnor Township in order to better understand known flooding locations and to identify previously unknown flooding locations. Prior to commencing with this analysis, CH2M will familiarize itself with available information related to flooding problems in this watershed, including, but not limited to, previous studies, observations, complaint records, and anecdotal information provided by interviews with the SWMAC and/or the Township.

CH2M will develop a flood model of the Township in order to identify those areas with the greatest likelihood of flooding. Specifically, CH2M will use its own Flood Modeller two-dimensional rapid simplified hydraulic modeling software to yield a relatively quick representation of the location, extent, and severity of

known flooding locations in the watershed and to identify additional areas that may be prone to flooding. CH2M will model the entire Township for up to three different storm scenarios and map the results alongside known problem areas, including those identified in the Darby and Cobbs Creeks Watershed Act 167 Stormwater Management Plan. This analysis will also facilitate the identification of locations where additional, more detailed data collection and modeling work may be required in Tasks 2 and 3. CH2M will perform site investigations, as necessary, to inform its investigation of the flooding causes. The following steps will be performed to complete Task 1:

- **Document Known Flood Problems**
 - Review a variety of sources/stakeholders (PennDOT, emergency services, etc.), in addition to Township staff to include a variety of experiences in the documentation effort. Up to three stakeholder meetings will be held with groups of stakeholders to:
 - Discuss the magnitude and history of known problem areas
 - Review potential additional problem areas as indicated by preliminary rapid inundation modeling results (from 2015 Ithan Creek watershed assessment) and obtain feedback on the magnitude of the problems and history of these locations as known by stakeholders
 - Collect any additional problem area locations identified by stakeholders, along with magnitude and historical information
- **Refine and Expand Flood Modeller Model**
 - Utilize existing Ithan Creek Watershed Flood Modeller FAST model with improved downstream boundary conditions and refine the previously developed 2D (Flood Modeller) model for the Gulph Creek, Darby Creek, and Meadowbrook Run watersheds, as well as the two areas of the Township not located in one of the four main watersheds, as needed to include more detailed representations of topographical obstructions such as bridges and culverts (see Figure 1)
- **Define Preliminary Problem Areas**
 - Define preliminary problem area locations within the entire Township (including areas outside the four main watersheds). Preliminary problem areas will be defined using model results developed in the previous step as well as known flood areas documented in the first step of Task 1 based on stakeholder meeting documentation, mapping information, and problem location information available from the Township.
- **Identify Priority Problem Areas for Detailed Study**
 - Identify flood risk locations from the list of preliminary problem areas defined in the previous step for more detailed study. Priority problem areas will be those which impact homes/streets/driveways/emergency services during the 25-year storm event. The following will be performed for identified priority problem areas:
 - Quantify flood extents/depths at identified locations
 - Develop a high-level ranking system
 - Apply the ranking system to rank and prioritize flood risk locations in order of severity

Task 1 Assumptions:

- Up to 3 meetings with Township staff, stakeholders, and SWMAC representatives to review and discuss known flooding problems

Task 1 Milestones and Deliverables:

- Township-wide map illustrating all identified/catalogued flood problem areas, including rank for priority problem areas based on this task
- Technical presentation documenting known flooding areas, expanded flood model results, preliminary problem areas, and priority problem areas identified for further study

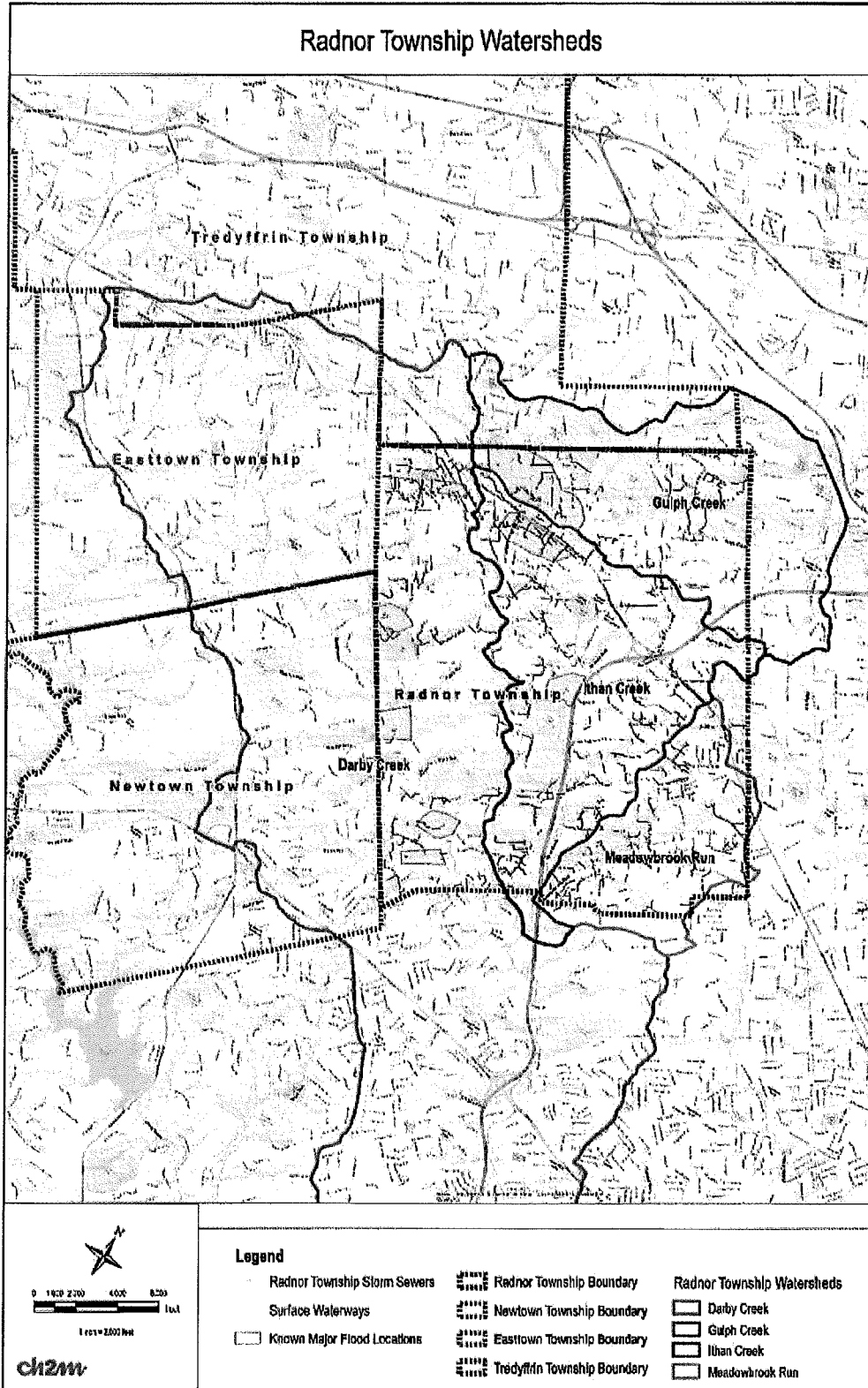


Figure 1: Radnor Township watersheds

Task 2 – Data Gap Analysis and Collection

The purpose of this task is to identify data gaps and collect the information required to develop enhanced flood models of the priority problem areas for use in Task 3. The following steps will be performed to complete Task 2:

- **Delineate Priority Problem Drainage Areas**
 - Delineate contributing watersheds upstream of priority problem areas identified in Task 1
 - Identify key model development locations and likely trunk sewer locations within the priority drainage areas. This will include the Radnor Middle School stormwater system, as well as the proposed N. Wayne basin.
- **Review Existing Information and Identify Data Gaps**
 - Review available information in priority problem area drainage areas, including existing hydraulic modeling, record drawings, etc.
 - Identify data gaps in the existing information that will need to be filled prior to Task 3. Data gaps may include missing connectivity, invert, or diameter information in the storm sewer system.
- **Collect Additional Data**
 - Collect needed information via records research and field investigation to facilitate the development a geodatabase for stormwater infrastructure. This geodatabase will only include information needed to build SWMM models of the priority problem areas identified in Task 1. Data will be collected for priority problem areas until the allocated budget for this task has been exhausted.

Task 2 Assumptions:

- Radnor Township will provide access to electronic and hard copy record drawings and data on an as needed basis for the duration of this task
- Radnor Township will provide authorization for CH2M to open/access and inspect storm sewer structures located in open areas and the public ROW
- CH2M will make reasonable assumptions to fill out any data gaps (storm sewer connectivity, inverts, diameters, etc.) remaining at the conclusion of this task

Task 2 Milestones and Deliverables:

- Organized electronic appendix of collected research and field data
- Geodatabase with storm sewer features updated based on records research and field investigations

Task 3 – Enhanced Flood Modeling – Existing Conditions

The purpose of this task is to develop hydrologic and hydraulic models for the priority problem areas established in Task 1. Such detailed models will facilitate the modeling of conceptual flood mitigation solutions in Task 4, which will in turn facilitate a cost/benefit analysis for decision making purposes (Task 5). The following step will be performed to complete Task 3:

- 1D (SWMM) and 2D (Flood Modeller) modeling of contributory drainage areas and storm sewer networks upstream of priority problem areas that have adequate data available from Task 2 investigations to support modeling needs.

Task 3 Assumptions:

- Drainage areas outside Radnor Township will be modeled hydrologically only. Existing Flood Insurance Study models will be utilized for hydraulics where available.
- Results from each model will be compared to up to two historical validation data points, if available.
- Focus on modeling high risk areas identified in Task 2 and that have adequate data collected to support detailed hydraulic modeling.
- Detailed modeling will be limited to the extents needed to fully investigate priority problem areas and potential solutions.
- Model will include existing Radnor Middle School stormwater system, as well as proposed N. Wayne basis.
- CH2M assumes that detailed models will be developed for 7-8 priority problem areas

Task 3 Milestones and Deliverables:

- Technical memorandum summarizing the assumptions, methodologies, limitations, and results of the analysis conducted
- Presentation on CH2M's findings at a regularly scheduled monthly SWMAC meeting

Task 4 – Identification and Modeling of Conceptual Flood Mitigation Solutions

For this task, CH2M will establish a framework for identifying conceptual stormwater solutions for the most severe flooding locations as determined in the previous tasks that will not only reduce flooding but also achieve multiple other objectives, such as community enhancements, groundwater recharge, and water quality improvements. Specifically, CH2M will identify specific and/or high-level categories (or "programs") of conceptual solutions for flooding locations throughout the Township watersheds meeting a minimum severity threshold as determined in the previous tasks. Examples of conceptual solution categories/programs include green infrastructure, detention, and conveyance.

CH2M will develop a watershed map indicating general locations for the various specific solutions or solution categories, noting potential linkages where planned capital improvements and partnering opportunities with other stakeholders, such as PennDOT and Villanova University, can be integrated. While our approach will emphasize low impact development / green infrastructure / sustainable storm water management solutions that address runoff at its source, we will also consider enhanced conveyance options or structural solutions when appropriate. In addition, we will identify potential functional relationships with other existing and/or proposed (as part of this study) stormwater solutions within the Township watersheds, recognizing that the most effective solutions will likely be those that enhance or are enhanced by other existing and/or proposed solutions.

The second part of this task will entail integrating the conceptual solutions into the model developed as part of Task 3. Specifically, CH2M will develop and model up to three alternative conceptual solutions for each problem location. In addition, CH2M will develop conceptual-level cost estimate (AACE Class 4: -30% to +50%) for each conceptual solution. The results of this task (high level benefits and costs) will facilitate a prioritization of the various conceptual solutions in Task 5.

Task 4 Assumptions:

- CH2M assumes that this scope will entail modeling up to three alternative conceptual solutions for 7-8 priority problem areas, or up to 21-28 conceptual solutions.

Task 4 Milestones and Deliverables:

- Develop preliminary Township watersheds map depicting potential solutions and/or solution categories for flooding locations meeting a minimum severity threshold as determined in the previous tasks
- Review meeting with representatives of the Township and the SWMAC to discuss preliminary potential project solution map and matrix
- Final Township watersheds map with potential solution categories depicted
- Memorandum summarizing the assumptions, methodologies, and results of this task; the memorandum will include the final summary list of potential specific solutions and/or solution categories and their respective high-level benefits and costs
- Presentation on CH2M's findings at a regularly scheduled monthly SWMAC meeting

Task 5 – Prioritization of Conceptual Flood Mitigation Projects

CH2M will meet with representatives of the Township, the SWMAC, and possibly other stakeholders (as determined by the Township) to conduct a prioritization workshop for the potential flood mitigation projects identified in the previous tasks. The result of this workshop will be a refined assessment of prioritization criteria that will allow CH2M to subsequently rank the identified potential flood mitigation projects. The workshop will include field visits of selected sites with representatives of the Township, the SWMAC, and possibly other stakeholders.

CH2M anticipates facilitating a multi-variable prioritization process to gain input on the relative importance of various criteria from the SWMAC, Township, and other stakeholders in attendance. The key potential ranking criteria may include the following: public safety, flooding frequency and severity, number of properties affected in a problem cluster, quality of life, environmental impacts, and economic impacts. Results will be used to rank potential flood mitigation projects based on the criteria, and can serve as a guide for the development of future Stormwater Fee Program investments.

Task 5 Milestones and Deliverables:

- Workshop with representatives of the Township and the SWMAC to review potential flood mitigation projects and establish prioritization criteria for ranking said projects
- Prioritized list of potential flood mitigation projects
- Memorandum summarizing the methodology, description of criteria, ranking results, and all key assumptions
- Presentation of summary findings at a regularly scheduled monthly SWMAC meeting

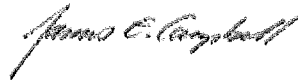
Budget

Task	Fee
Task 1 – Identification of Flood Risk Locations in Radnor Township	\$22,169
Task 2 – Data Gap Analysis and Collection	\$43,834
Task 3 – Enhanced Flood Modeling (Existing Conditions)	\$70,876
Task 4 – Identification and Modeling of Conceptual Flood Mitigation Solutions	\$94,998
Task 5 – Prioritization of Conceptual Flood Mitigation Projects	\$16,526
Project Management / Administration	\$9,704
TOTAL FEE	\$258,107

Schedule

This work will be completed in accordance with the following approximate schedule, which is partially dependent on several review periods and meetings with the SWMAC and Township:

Milestone	Weeks from Preceding Milestone NTP	Approximate Date
Task 1 – Identification of Flood Risk Locations in Radnor Township	4	TBD
Task 2 – Data Gap Analysis and Collection	4	TBD
Task 3 – Enhanced Flood Modeling (Existing Conditions)	4	TBD
Task 4 – Identification and Modeling of Conceptual Flood Mitigation Solutions	6	TBD
Task 5 – Prioritization of Conceptual Flood Mitigation Projects	2	TBD



240-563-4220, Jed.Campbell@CH2M.com

2/2/16

AUTHORIZED SIGNATURE

PHONE & EMAIL

DATE

TO BE EXECUTED BY RADNOR TOWNSHIP IF APPROVED

Robert A. Zienkowski Manager/Secretary

DATE



Gannett Fleming

Excellence Delivered As Promised

Date: February 16, 2016

To: Radnor Township Board of Commissioners

From: Roger Phillips, PE

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

RE: 215 Midland Avenue – Proposed Residential Addition
Grading Permit Application #16-02

The applicant is requesting a waiver of §245-22 of the Townships Stormwater Management Ordinance which requires the maximizing of the ground water recharge capacity of the area being developed.

The applicant has performed infiltration tests at two locations on the site. Both of the test holes yielded a percolation rate of zero in./hr. The applicant has made provisions for the installation of perforated piping within two dry well beds that are located in the front and rear yards of the property. Any potential overflow from the beds will be through perforated observation wells at grade. The pipe/bed systems are proposed to address the volume management requirements due to the lack of percolation at the site. The systems have been sized to accommodate the required volume from the proposed impervious surface.

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

dames design llc

Architectural Design Residential Engineering

February 10, 2016

Radnor Township Board of Commissioners
301 Iven Avenue
St. Davids, PA 19087

Reference: 215 Midland Avenue

Subject: Proposed Addition Project
Waiver Request

Dear Members of the Board:

On behalf of the applicant, 215 Midland Avenue LLC, Jeff Moore and Ken Barringer, I am requesting a waiver from Section 245-22 of the Township Code regarding groundwater recharge for the proposed building addition and patio addition.

The 215 Midland Avenue project consists of a kitchen and mudroom addition with rear patio. The project is within the allowable impervious and setbacks. HARB approval has been obtained.

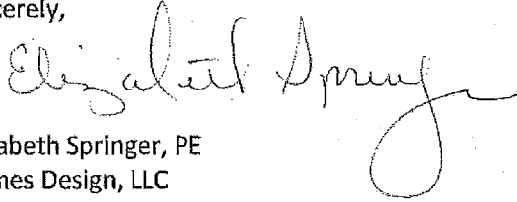
The current impervious coverage is 5,191.9 SF. In order to construct the addition, 1,346 SF of existing porch, walks, walls and patios will be removed. The proposed additional work of the kitchen, mudroom, and patio will equal 1,454 SF. The total proposed impervious surface is 5,299.9 SF. The new impervious coverage is 0.5% more than what is existing. According to the Radnor Township Stormwater Management Ordinance, groundwater recharge is required since the total proposed impervious is between 500 SF and 1500 SF.

Two infiltration tests were conducted at the site; one in the front yard and one in the rear yard as shown on the proposed site plan SP1. Both tests yielded infiltration rates of zero. Due to this finding, the applicant requests a waiver from the recharge requirements.

The applicant proposes to collect the stormwater, equal to the amount of new impervious, in a perforated infiltration pipe before ultimately being discharged to an existing storm pipe that is located behind the proposed patio, allowing the water to infiltrate the ground before the excess stormwater runoff drains to the existing storm pipe.

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

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Springer". The signature is written in black ink and is positioned to the right of the typed name.

Elizabeth Springer, PE
Dames Design, LLC
610-613-9457
elizabeth@damesdesignllc.com



**Delaware
Valley
Septics** LLC

Delaware Valley Septics

504 Eagle Road, Suite B, Springfield, PA 19064

Office # 610-789-0739 - Fax # 610-789-0963

dvs@delvalseptics.com

www.delvalseptics.com

PERCOLATION REPORT

Client: Ken Barringer
 Location: 215 Midland Avenue, Wayne, PA 19087 - Front Yard
 Municipality: Radnor Township County: Delaware
 Date: January 19, 2016 Degrees: _____ Rain: _____
 On-Site Septic System: _____ Storm Water Testing: X
 Falling Head Testing: _____ Double Ring Testing: X

Hole #	Depth	Water	Time	PS1	PS2	1	2	3	4	5	6	7	8
#1	3'		30		1/8	0	0						
#2	4'		30		0	0							
#3													
#4													
#5													
#6													

Final Reading	
#1	0
#2	0
#3	
#4	
#5	
#6	

Inches / Hour	
#1	0.00
#2	0.00
#3	
#4	
#5	
#6	

NOTES
Limiting Zone Found
Ground Water @ 6' Deep
Pictures Provided

RUN RATE=	0.00
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PERCOLATION REPORT

Client: Ken Barringer
 Location: 215 Midland Avenue, Wayne, PA 19087 - Back Yard
 Municipality: Radnor Township County: Delaware
 Date: January 19, 2016 Degrees: _____ Rain: _____
 On-Site Septic System: _____ Storm Water Testing: X
 Falling Head Testing: _____ Double Ring Testing: X

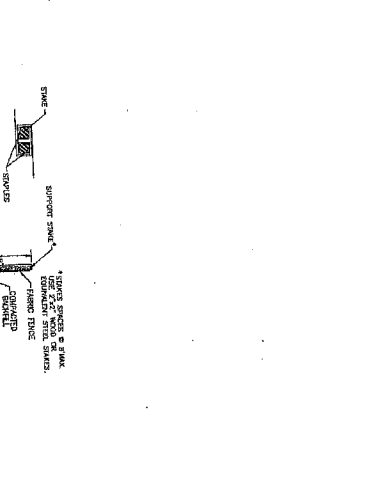
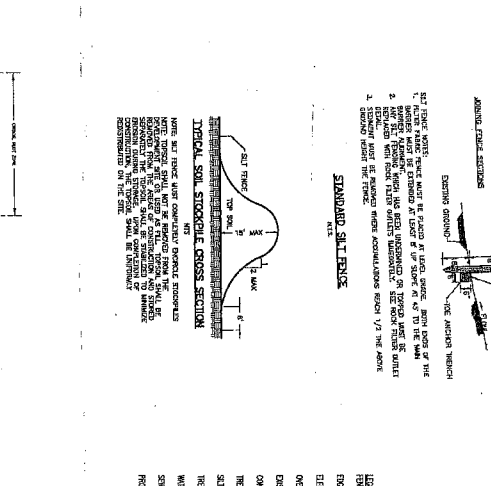
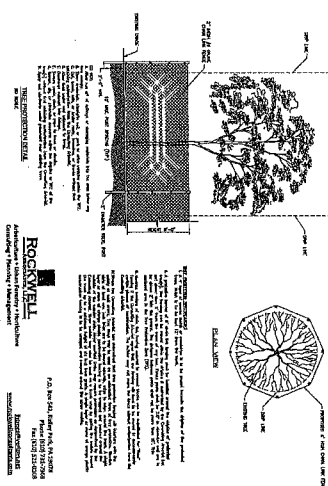
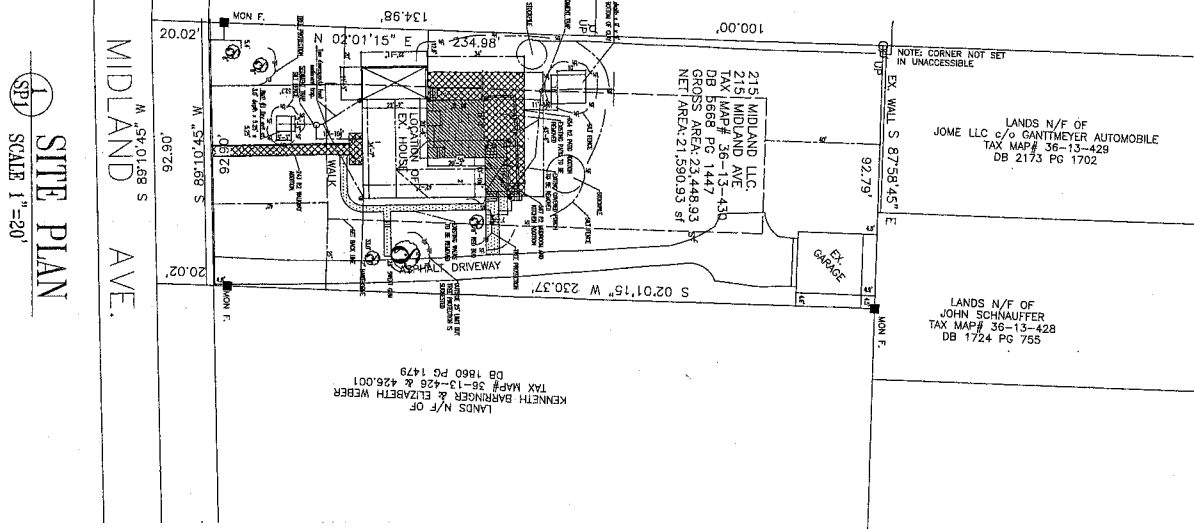
Hole #	Depth	Water	Time	PS1	PS2	1	2	3	4	5	6	7	8
#1	3"		30		1/8	0	0						
#2													
#3													
#4													
#5													
#6													

Final Reading	
#1	0
#2	
#3	
#4	
#5	
#6	

Inches / Hour	
#1	0.00
#2	
#3	
#4	
#5	
#6	

NOTES
Limiting Zone Found
Ground Water @ 3' Deep
Pictures Provided

RUN RATE=	0.00
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ROCKWELL
 720 West Lake Street, Suite 400
 Philadelphia, PA 19106
 Tel: 215-563-1234
 Fax: 215-563-1235
 www.rockwell.com

CONSTRUCTION SEQUENCE

1. Excavate and install foundation on the first floor.
2. Construct exterior masonry walls and foundation.
3. Install and protect the future stemwall, foundation area.
4. Construct exterior masonry walls, floor slabs, and roof.
5. Install interior masonry walls, floor slabs, and roof.
6. Install interior masonry walls, floor slabs, and roof.
7. Install interior masonry walls, floor slabs, and roof.
8. Install interior masonry walls, floor slabs, and roof.
9. Install interior masonry walls, floor slabs, and roof.
10. Install interior masonry walls, floor slabs, and roof.
11. Install interior masonry walls, floor slabs, and roof.
12. Install interior masonry walls, floor slabs, and roof.
13. Install interior masonry walls, floor slabs, and roof.
14. Install interior masonry walls, floor slabs, and roof.
15. Install interior masonry walls, floor slabs, and roof.

THE PRODUCTION NOTES:

1. All work shall be in accordance with the specifications and shall be prepared from equipment and materials of the highest quality.
2. All work shall be in accordance with the specifications and shall be prepared from equipment and materials of the highest quality.
3. All work shall be in accordance with the specifications and shall be prepared from equipment and materials of the highest quality.
4. All work shall be in accordance with the specifications and shall be prepared from equipment and materials of the highest quality.
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12. All work shall be in accordance with the specifications and shall be prepared from equipment and materials of the highest quality.
13. All work shall be in accordance with the specifications and shall be prepared from equipment and materials of the highest quality.
14. All work shall be in accordance with the specifications and shall be prepared from equipment and materials of the highest quality.
15. All work shall be in accordance with the specifications and shall be prepared from equipment and materials of the highest quality.

RECEIVED
 APR 05 2009
 PROJECT NO. 12-30-15
 SCALE = 1"=20'

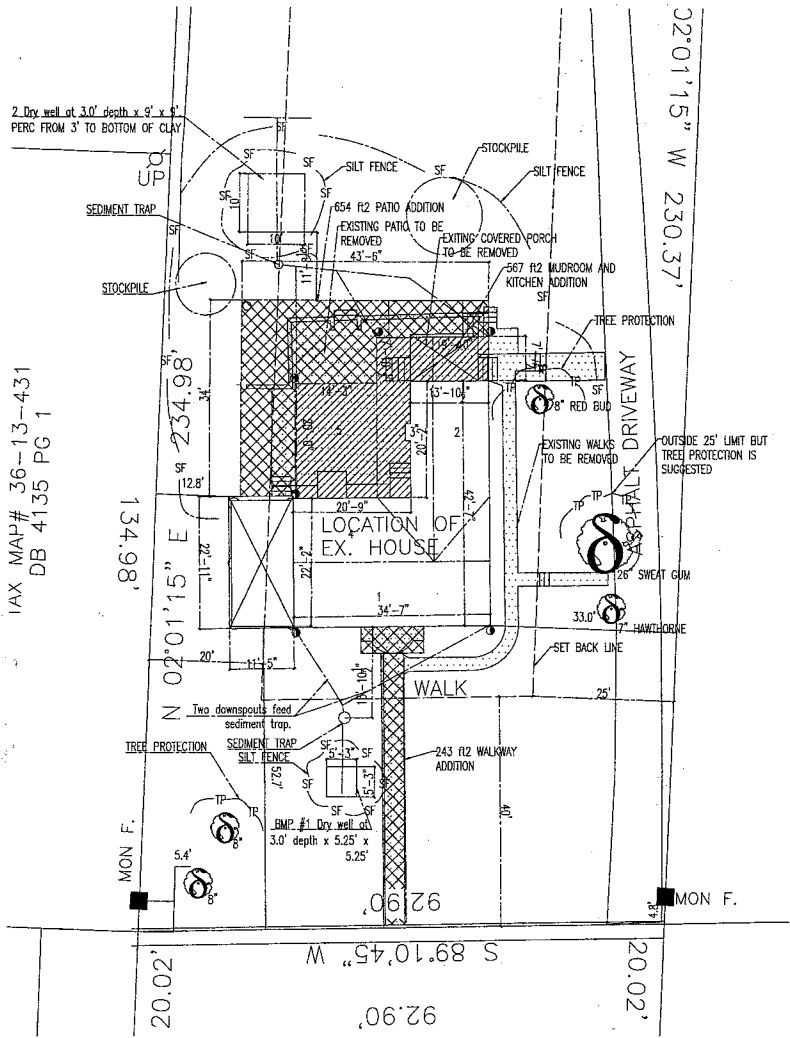
BARRINGER AND MOORE
 215 MIDLAND AVE
 WAYNE PA. 19087

SITE PLAN

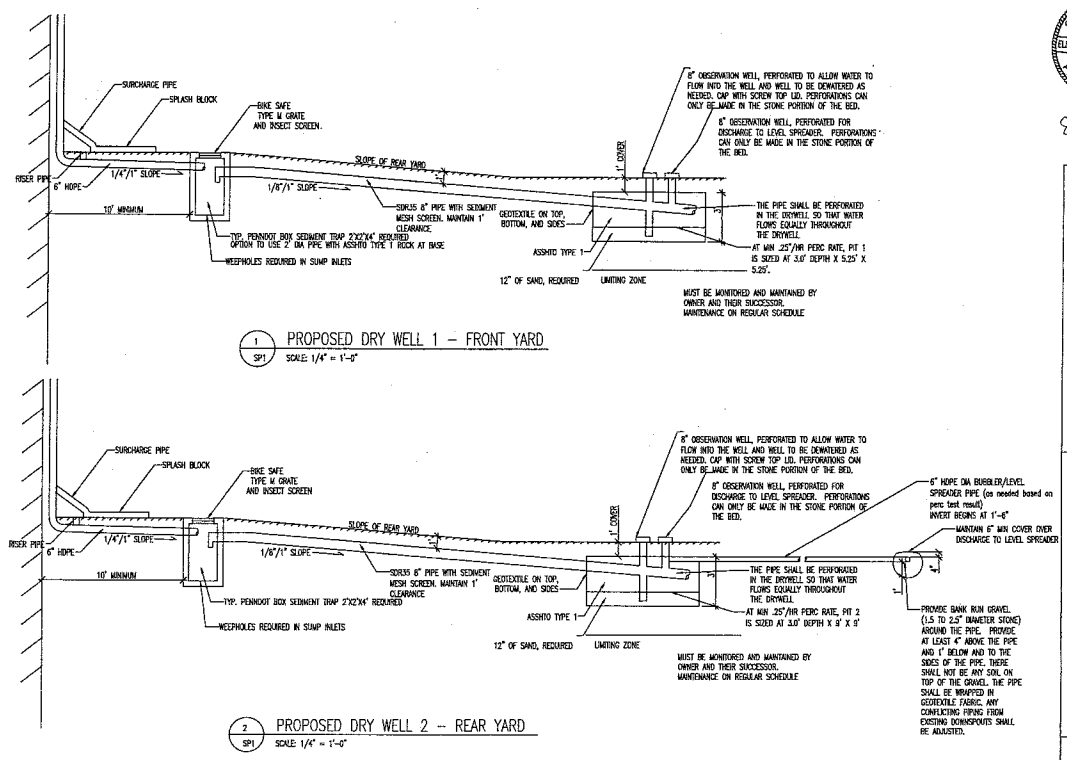
DAMES DESIGN, LLC
 ELIZABETH SPRINGER, PE



PROJECT # 1501005



1 SITE PLAN
SCALE 1"=10'



Description of Stormwater System
 Due to the additional building and impervious area of 1,454 sq ft, two stormwater collection systems, designed by the simplified approach, will be constructed. One in the southwest side of the yard and one in the northeast side of the yard. The location of the system shall be aware from the drip line of trees, shall remain 10' off of the foundation of the home, shall not be placed in steep slopes, and shall be on the property of 215 Midland Ave. Furthermore, the system shall be placed such that water from the downspouts can flow by means of gravity to the system. Note that the systems shall avoid underground utilities and township sewer lines and may not be finally placed until these items have been located. The system will collect water from 3 roof areas as shown on plan. Stormwater dry well 1 has been sized for 300 of which is roof 1 the front of the existing roof surface. Stormwater dry well 2 has been sized for 1,170 of which is roof 2, 3, 4, and 5.

Dry well 1:
 The roof surfaces that feed the stormwater system will have leaf guards or debris that enter and clog the system. The gutters feed the downspouts. The downspouts of roof area 1 feed into an underground 6" HDPE pipe and connect underground. There is a surcharge pipe and a splash block at each downspout in case there is a need for overflow. In each of the downspout 6" HDPE pipes there is a Sch 40T that allows for a rear pipe with a female plug. This is to allow the HDPE to be stacked and in case of clogging. The flows shall be placed in gravel area and not in the yard. They may be placed by the splashblocks as well. At grade there is a 90 deg segment and then a connection into a HDPE 6" line. The sediment traps are PENN Duct 2" x 2" x 4" concrete base with a groove grade and geotextile fabric on top. It is located a minimum of 10' off of the foundation behind the home and patio as shown on the plan. An 8" HDPE line extends at a slope of 1/8" per foot from the sediment trap to the dry well. The pipe extends into and through most of the dry well so that the water may infiltrate evenly throughout the well. The perforations of the pipe are not less than 1/2" diameter and provide an opening area of not less than 3.31" per square foot of pipe surface. The perforations shall be within the area of the pipe that is in the drywell. The perforated absorption well shall be placed so that the drywell is visible. The placement shall be coordinated with landscaping so that it is not a tripping hazard in the yard. The infiltration area shall have 12" of cover. Please do not compact this area during construction. It shall be fenced off and the contractor shall plan for this space to be accessible.

Dry well 2:
 The roof surfaces that feed the stormwater system will have leaf guards or debris that enter and clog the system. The gutters feed the downspouts. The downspouts of roof areas 2, 3, 4, and 5 and drain from the patio feed into an underground 6" HDPE pipe and connect underground. There is a surcharge pipe and a splash block at each downspout in case there is a need for overflow. In each of the downspout 6" HDPE pipes there is a Sch 40T that allows for a rear pipe with a female plug. This is to allow the HDPE to be stacked and in case of clogging. The flows shall be placed in gravel area and not in the yard. They may be placed by the splashblocks as well. At grade there is a 90 deg segment and then a connection into a HDPE 6" line. The sediment traps are PENN Duct 2" x 2" x 4" concrete base with a groove grade and geotextile fabric on top. It is located a minimum of 10' off of the foundation behind the home as shown on the plan. An 8" HDPE line extends at a slope of 1/8" per foot from the sediment trap to the dry well. The pipe extends into and through most of the dry well so that the water may infiltrate evenly throughout the well. The perforations of the pipe are not less than 1/2" diameter and provide an opening area of not less than 3.31" per square foot of pipe surface. The perforations shall be within the area of the pipe that is in the drywell. The perforated absorption well shall be placed so that the drywell is visible. The placement shall be coordinated with landscaping so that it is not a tripping hazard in the yard. The infiltration area shall have 12" of cover. Please do not compact this area during construction. It shall be fenced off and the contractor shall plan for this space to be accessible.

If the drywell fills with water, the overflow continues in the pipe to the overflow discharge pipe. The overflow discharge pipe is a continuation of the 6" HDPE pipe that runs north of the dry well and then extends to the east and west for 10' in both directions. The 6" HDPE portion of the overflow discharge pipe that runs north and east also has perforations of not less than 1/2" diameter to less than 3.31" per sq ft of opening area. The pipe shall be wrapped in geotextile fabric with a cap at each end of the pipe. The pipe shall rest in 12" of gravel and shall also have at least 4" above the pipe. Soil cover above the discharge pipe is at least 6". The infiltration dry well area has 12" of cover. The construction of the drywell and the stormwater system shall be done by a qualified company and in a manner that is acceptable construction practice.

Depending on the result of the PERC test a bubble/level spreader may extend from a 6" dia pipe to a T



DAMES DESIGN, LLC
 ELIZABETH SPRINGER, PE

SITE PLAN

BARRINGER AND MOORE
 215 MIDLAND AVENUE
 WAYNE PA. 19087

DATE SUBMITTED
 12-30-15
 REVISION NO.
 HARD 8-02-15
 PERMIT REVIEW 12-16-15
 PERMIT 12-30-15

SCALE = 1"=10'
 SHEET NO.

SP2

PROJ. # 181005

RESOLUTION NO. 2016-24

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AWARDING THE HEATING, VENTILATING, AND AIR
CONDITIONING PREVENTATIVE MAINTENANCE CONTRACT FOR THE
TOWNSHIP BUILDING, PUBLIC WORKS BUILDING, AND RADNOR ACTIVITY
CENTER**

WHEREAS, Radnor Township owns the Municipal Building and the Public Works Building, and leases the Radnor Activity Center

WHEREAS, Radnor Township is responsible for maintaining the heating, ventilating, and air conditioning systems at the aforementioned buildings

WHEREAS, J.J. White, Incorporated has submitted a cost proposal to perform quarterly preventative maintenance on said systems at the aforementioned buildings

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Commissioners Award the Heating, Ventilating, and Air Conditioning Preventative Maintenance and Repair Contract for the Township Building, Public Works Building, and Radnor Activity Center to J.J. White, Incorporated in the amount of \$15,250

SO RESOLVED this 22nd day of February, A.D., 2016

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins
Title: President

ATTEST: _____

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: February 16, 2016

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager

LEGISLATION: Resolution #2016-24, Award of the Heating, Ventilating, and Air Conditioning Preventative Maintenance and Repair Contract for the Township Building, Public Works Building, and Radnor Activity Center

LEGISLATIVE HISTORY: This legislation been before the Board of Commissioners in 2014 and 2015.

PURPOSE AND EXPLANATION: Previously, there were separate contractors used for the preventative maintenance requirements of the heating, ventilating, and air conditioning needs of the Township Building, Public Works Building, and Radnor Activity Center. By soliciting quotations for all three buildings, we gain some advantage of economies of scale, as well a streamlined process for repairs and emergencies. The contract covers quarterly visits and specific tasks to be performed at each facility. This will aid in keeping the equipment in good operating condition and should reduce emergency repairs. The price is unchanged from last year.

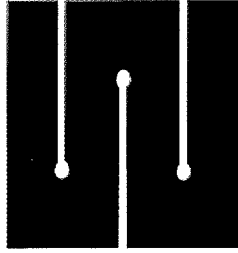
IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, a purchase order will be processed and J.J. White, Incorporated will begin the work in March of 2016.

FISCAL IMPACT: The total cost of the contract is \$15,250 per year: Township Building - \$12,250 – account #01-403-4420; Radnor Activity Center - \$1,300 - account # 01-455-4420; and the Public Works Building \$1,500 – account # 01-403-4420. The invoice will be paid in four, equal, quarterly installments.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners Award the Heating, Ventilating, and Air Conditioning Preventative Maintenance and Repair Contract for the Township Building, Public Works Building, and Radnor Activity Center to J.J. White, Incorporated in the amount of \$15,250.*

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

Enclosure: JJ White Customized Service and Maintenance Agreement



J J WHITE INCORPORATED

CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

PREPARED FOR:

**Mr. Paul Bazik
Radnor Township
301 Iven Ave.
Wayne PA, 19087**

EQUIPMENT LOCATION:

**Radnor Township
1. Township Building
2. Sulpizio Gym
3. Township Garage**

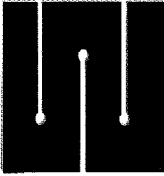
Quality Service and Dependability Since 1920

PRESENTED BY: Mr. Marc Alvini

DATE: January 5, 2016

JJW PROPOSAL NO.: S16-005, R1

**5500 Bingham Street
Philadelphia, PA. 19120
(215) 722-1000**



J J WHITE INCORPORATED CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

We hereby propose to furnish J J White Customized Service and Maintenance on the equipment listed in attached list.

Coverage Type: "Preventive Maintenance Routine Inspections" as described in our "Tasking List".

Included:

- Please see attached tasking list.
- We'll provide the following supplies per our tasking list:
 - Oil for fans and motor bearings, grease, and filters. Belts will be provided and replaced annually.
- Prepare system(s) for summer operation at the beginning of cooling season. Provide annual cleaning of condenser coils.
- Prepare boiler system(s) and check HVAC equipment for winter operation.
- Prepare Cooling tower(s) and HVAC equipment for winter operation.
- Provide labor and materials for changing filters during each inspection.
- Four mechanical inspections per year. We'll provide recommendations of repairs and/or replacements if necessary. This will be provided in a written report for your review.
- A mutually agreed upon check list will be utilized for all inspections.
- All repair labor and material on a T and M basis.
- Customer to provide dumpster for used filters.

Note: Labor repair rates and emergency service 24 hours a day, 7 days a week are as follows:

Straight Time: **\$ 102.00** per hour
 Overtime: **\$ 153.00** per hour
 Double Time: **\$ 204.00** per hour

Our mark-up percentage for materials, subcontractors, and 3rd party rentals is 15%.

The above rates include the HVAC service van equipped with all standard HVAC tools.

Inspection Schedule: To be determined by customer

Under J. J. White Customized Service and Maintenance, we will systematically inspect and report as to the condition of your equipment on the following schedule. **Note:** This can be modified at the owner's request.

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	X			X				X			X

X - Denotes scheduled inspection.

A detailed report for each inspection will be issued to owner or owner's representative. This report will include equipment log readings, a report on the condition of those items inspected, a list of needed repairs, and recommendations.

J J WHITE INCORPORATED
CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT
TASKING LIST

1. Report in with the customer representative
 2. Record and report abnormal conditions, measurements taken, etc.
 3. Review customer logs with the customer for operational problems and trends.
- **Split System Unit(s):**
 - Check suction and discharge pressure.
 - Visually inspect units for refrigeration leaks.
 - Lubricate motor and fan bearings.
 - Check Pulleys for wear. Verify proper motor(s) operation.
 - Check refrigerant charge at site glass.
 - Check electrical connections, torque as needed.
 - Check fans and fan drive alignment.
 - Clean outside air intake screens and check dampers.
 - Inspect all coils for cleanliness.
 - Check condensate drain pan and drain, clean as needed.
 - Replace belts.
 - Verify proper operation sequence.
 - Check contactors for wear.
 - Replace air filters.
 - Check for unusual noise or vibration.
 - Check integrity of the heat exchanger.
 - Check burners, igniters, and burner controls including safeties.
 - Power wash condenser coils annually.
 - **Water Source Heat Pump Units:**
 - Check drive pulleys for wear. Replace belt(s) annually if applicable.
 - Verify proper condenser water flow.
 - Verify proper refrigerant charges.
 - Check electrical connections, torque connections if necessary.
 - Lubricate motor(s) and bearings as necessary.
 - Replace air filters.
 - Check condensate drain and pan, clean as needed.
 - Check for unusual noise and vibration.
 - Verify proper operating sequence.
 - **Rooftop Package Unit:**
 - Check suction and discharge pressure.
 - Visually inspect units for refrigeration leaks.
 - Lubricate motor and fan bearings.
 - Check Pulleys for wear. Verify proper motor(s) operation.
 - Check refrigerant charge at site glass.
 - Check electrical connections, torque as needed.
 - Check fans and fan drive alignment.
 - Clean outside air intake screens and check dampers.
 - Inspect all coils for cleanliness.
 - Check condensate drain pan and drain, clean as needed.
 - Replace belt(s) annually.
 - Verify proper operation sequence.
 - Verify operation of crank case heater.

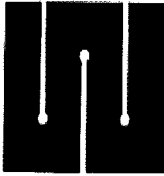
- Check contactors for wear.
 - Replace air filters.
 - Check for unusual noise or vibration.
 - Check integrity of the heat exchanger.
 - Check burners, igniters, and burner controls including safeties.
 - Power wash condenser coils annually.
- **Exhaust Fan:**
 - Replace belt(s) annually.
 - Check operation of motor and dampers.
 - Check bearing and lubricate if necessary.
- **Hanging Heaters**
 - Visually inspect heat exchangers.
 - Inspect blower motor and drive sheaves.
 - Check burners, igniters, and burner controls including safeties.
 - Verify operation.
 - Check flue to ensure proper draft.
 - Replace belt(s) annually.

Summer Change Over:

- **Cooling tower:**
 - Clean tower strainer and inspect for wear.
 - Clean tower sump and inspect for leaks.
 - Check spray nozzles and inspect for damage.
 - Remove and clean tower pump strainer.
 - Lubricate motor(s) and bearings.
 - Check drive pulleys for wear. Replace belt(s) annually.
 - Fill tower and verify operation of tower fill, tower pump, and tower fan.

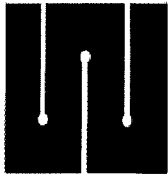
Winter Change Over:

- **Boiler and Burner:**
 - Brush clean fire-side of boiler.
 - Check operation of pilot assemble. Remove parts as need to clean or adjust.
 - Check electrical connections and torque if necessary.
 - Check boiler for proper water levels and bleed out all air if necessary.
 - Verify operation of all safeties associated with the boiler.
 - Blow down boilers. Remove covers and clean out all low water cutoffs.
 - Lubricate and check operation of the boiler pump.
 - Check boiler controls and verify proper settings and sequence of events.
 - Check gas pressures and verify pressures are in recommended range.
 - Perform combustion test. Verify boiler is running at maximum efficiency or determine adjustments that need to be made to achieve maximum efficiency.
- **Cooling Tower:**
- **If Cooling tower needs to be drained:**
 - Drain and winterize cooling tower.
 - Shut down all associate equipment.
- **If Cooling tower does not need to be drained:**
 - Verify operation of all safeties.
 - Verify operation of heaters.
 - Verify operation of control and settings.



J J WHITE INCORPORATED
CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT
EQUIPMENT OPTIONS SCHEDULE

- | | Included | Omitted |
|---|-------------------------------------|-------------------------------------|
| 1. <u>Air Filter Service</u>
Furnish labor and Material to change air handling unit
Filters up to <u>4</u> times a year. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. <u>Analysis Services</u>
Furnish annual chemical analysis and report on:
<input type="checkbox"/> Compressor oil <input type="checkbox"/> refrigerant <input type="checkbox"/> condenser water. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. <u>Water Treatment</u>
Furnish complete water treatment service including
chemicals for condenser water circuit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. <u>Condenser / Chilled Water Circuit</u>
Furnish coverage for condenser and chilled water pumps,
motors, and starters. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. <u>Tube Cleaning</u>
Conduct annual visual tube inspection of condenser tubes
and mechanically brush clean up to once per year. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. <u>Emergency Service</u>
Furnish emergency service between regular inspections.
Service to be billed at agreed upon rates. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. <u>Seasonal Inspection</u>
Conduct an Annual Season Inspection including annual
maintenance requirements per the Schedule "A" | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. <u>Air Handling Units</u>
Furnish coverage for air handling units including coils,
Blowers, motors, starters, and belts. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. <u>Eddy Current Tube Testing</u>
Conduct electronic analysis of condenser/cooler tubes for
detection of wear, pitting, and corrosion. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. <u>Non-moving Parts Coverage</u>
Furnish coverage on non-moving parts such as tubes, stators,
shells, etc. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. <u>Parts Coverage</u>
Under this agreement, we will furnish all necessary repair and
renewal parts and lubricants required to maintain the equipment in
good operating condition. These items furnished at no extra cost. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. <u>Labor Coverage</u>
Under this agreement, we will furnish all necessary labor,
during regular working hours, to install repair parts, make necessary
adjustments, and to keep the equipment operating efficiently. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |



J J WHITE INCORPORATED
CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT
SCHEDULE – “A”
(EQUIPMENT COVERED)

NOTE: Items/equipment not listed above are excluded.

Township Building

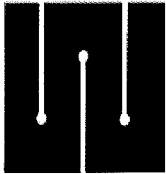
<u>Item #:</u>	<u>Qty.</u>	<u>System Components</u>	<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>
1	4	RTU	Multiple	Multiple	Multiple	Roof
2	50	Heat Pumps	Trane	Multiple	Multiple	Multiple
3	2	ERU	Semco	Multiple	Multiple	Roof
4	3	Split Systems	Trane	Multiple	Multiple	Multiple
5	2	Exhaust Fan	Trane	Multiple	Multiple	Roof
6	1	Hepa		---	---	Mech. Room
7	1	Boiler/Pumps	Raypack	---	---	Mech. Room
8	1	Cooling Tower	Evapco	---	---	Outside
9	1	Duct-less Split	Sanyo			Generator Closet
10	8	Electric heaters				Entrances
11	2	Heating Water Pumps				Boiler Room
12	1	Condenser Water Pump				Sally Port Mech. Rm.
13	1	Exhaust System				Sally Port Mech. Rm.

Sulpizio Gym

<u>Item #:</u>	<u>Qty.</u>	<u>System Components</u>	<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>
1	4	RTU	Trane	Multiple	Multiple	Roof
2	1	Exhaust Fan	Trane	---	---	Roof
3	1	Water Heater	Bradford White	---	---	Mech. Room

Township Garage

<u>Item #:</u>	<u>Qty.</u>	<u>System Components</u>	<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>
1	27	Heaters	Reznor	NA	NA	Multiple
2	7	Exhaust Fans	NA	NA	NA	Multiple
3	1	Split System	Trane	NA	NA	Bldg. 3



J J WHITE INCORPORATED
CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

Price and Payment Terms

The total price for J. J. White's Customized Service Agreement during the term of this agreement is **\$15,250** per year.

Cost per Building:

Radnor Township Building (301 Iven Ave., Wayne PA 19087) = **\$12,250.00**
Sulpizio Gym (125 S. Wayne Ave., Wayne PA 19087) = **\$1,500.00**
Township Garage (235 E. Lancaster Ave., Wayne PA 19087) = **\$1,500.00**

This amount will be paid to J. J. White, Incorporated in four (4) installments of **\$3,812.50**

These payments will be due and payable when the customer receives the J. J. White, Incorporated invoice and after the services J. J. White Incorporated is complete.

Additional Terms and Conditions follow:

The term of this agreement is

January 1, 2016 through December, 2016.

Dated Submitted: February 16, 2016

Respectfully Submitted by:

Mr. Marc Alvini, HVAC Operations Manager
J. J. White, Incorporated
C: 215-605-7715
malvini@jjwhiteinc.com

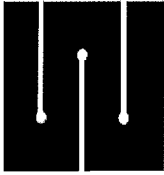
Accepted by:

By: _____

Title: _____

Date: _____

This agreement is subject to approval of an authorized J J White, Incorporated representative.



J J WHITE INCORPORATED CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

OFFER AND ACCEPTANCE: J. J. White Incorporated (White) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Buyer, or allowing White to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and White. Any additional or differing terms and conditions contained on Buyer's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by White and shall not become part of the contract between Buyer and White unless expressly consented to in writing by White. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours. It shall be noted that the work set forth in coverage type above shall be performed between the hours of 8:00 A.M. and 4:30 P.M., on regular working days. All inspection and preventive maintenance work, repair work and emergency service calls required by the customer hereunder after regular working hours, Saturdays, Sundays and holidays shall be invoiced at regular overtime rates, unless indicated otherwise hereafter. All hours actually worked in performing emergency service, same day service calls, and after hour service or emergency call-ins will be billed including travel time portal to portal during this schedule. Any alterations, additions, adjustments or repairs made by others to the equipment set forth in Schedule "A" unless authorized by us shall terminate our obligation hereunder, and we shall be paid all sums due us as of that time.

ACCESS: In order to permit us to perform our obligations under this agreement you will provide ready access to the equipment.

REPAIR: All repair and replacement parts furnished hereunder will be only those recommended by the manufacturer of the equipment covered by this agreement. If such repair and replacement parts become unavailable from the original manufacturer our obligation to obtain such parts shall cease and customer shall have the option to cancel this agreement on a pro rata basis at such time. This agreement does not include the complete replacement of condensing units, evaporative condensers, cooling towers, air handler, chillers or any other major system components.

(a) White Customized Service and Maintenance furnished hereunder shall not include the normal function of starting and stopping the subject equipment, which function includes the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage, nor does it include the defrosting of evaporators.

(b) If our company is required to make repairs and/or replacements or emergency calls occasioned by improper operation, negligence or misuse of the equipment or due to any cause beyond our control, except ordinary wear and tear, you shall reimburse us for the expense incurred in making such repairs and/or replacements or emergency calls in accordance with our current established rates for performing such services. White shall not be required to furnish any items of equipment, parts or materials which are recommended by insurance companies or governmental agencies or instrumentalities nor does White assume any responsibility for deficiencies of due to any cause beyond our control, except ordinary wear and tear, you shall reimburse us for the expense incurred in making such repairs and/or replacements or system design and resulting lack of system performance.

(c) White shall not nor shall we assume any liability for the repair cost of damage to heat exchangers serving heating or cooling including waterside, airside or refrigerant side. We shall not be liable for repairs to any components of non-metallic cooling towers except motor, fan drives or blades.

(d) This agreement does not include air conditioning ductwork, grilles, registers and diffusers; balancing of air and water flow; electrical disconnect switches and circuit breakers; recording or portable instruments, gauges or thermometers; repairs to any piping other than exposed refrigerant piping; repairs to exposed equipment damage due to freezing; cleaning of water cooled condensers more than once a year; maintaining the appearance of decorative casings or cabinets; or repairs to electrical power or control wiring unless mounted on, or inside subject equipment. The furnishing of water treatment is not included in this agreement unless specifically noted hereafter.

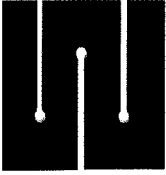
(e) In the case of refrigeration systems such as walk-in-boxes, reach-in-boxes, etc., this agreement also does not include the repair or replacement of hardware such as door handles, closing mechanisms or related parts thereof, or repair or replacement of door, cabinets or cover of gaskets, or repairs or replacement of walk-in-box structural components or insulation.

PRE-EXISTING CONDITIONS: This agreement specifically contemplates that at the time of its execution all major system components of the equipment set forth in Schedule "A" are in normal operating condition. Within thirty (30) days of initial inspection of the equipment in normal operation, White, shall advise the customer of the discovery of any malfunctions or deficiencies of system components and submit recommendations of corrective measures to be made at the customer's expense in addition to the price provided under payment terms. Upon customer approval of the recommended corrective measures and the accomplishment thereof, White, will assume responsibility for the system as specified in Schedule "A".

TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET on RECEIPT of INVOICE. White reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1 1/2%) percent of the principal amount due at the end of each thirty (30) day period. This agreement shall remain in effect for one (1) year from date of approval by White and shall continue from year to year, unless at least thirty (30) days prior to any anniversary of the date of approval of this agreement either party shall give written notice to the other of their intention to change the terms of or terminate the agreement. Neither party shall be liable in any manner whatsoever to the other on account of such termination. White reserves the right to terminate this agreement at its option at any time the customer fails to make payment when due as provided in under payment term above, or if customer fails to pay any other costs and expenses incurred for additional material or labor supplied by White. Customer may not, including by operation of law, assign the Customized Service and Maintenance Agreement without prior written consent of White.

HAZARDOUS WASTE: Hazardous wastes remain the property and the responsibility of the customer even when removed from the equipment or replaced by White as provided by the terms of this agreement. The customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but not limited to, used oil, contaminated or uncontaminated refrigerant, and PCB's.

INVOICING: White reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.



J J WHITE INCORPORATED CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

PERFORMANCE: White shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the White Credit Department, or due to strikes, fire, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of White, whether of the class of causes enumerated above or not, which shall prevent White from making deliveries or performing services in the usual course of business. In the event of the disapproval of the White Credit Department or the occurrence of any of the above, White may, at its sole option, cancel Buyer's Purchase Order without any liability on the part of White. Alternatively, White may extend the time for its performance by a period equal to the duration of the cause underlying White's failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

TAXES: Prices quoted are exclusive of taxes. The amount of any present or any future occupation, sales, use service, excise or other similar tax which White shall be liable for either on its own behalf or on behalf of the Buyer, with respect to any order for machinery or services, shall be in addition to the billing prices and be paid by the Buyer.

WARRANTY: White guarantees service work and all materials of White manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as White finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by White, but manufactured by others, White will extend the same guarantee it receives from the manufacturer.

THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

PATENTS: If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, White, if notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, White, in lieu of all other liability except as above state, will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but White's liability shall in no case exceed the purchase price of said infringing apparatus.

LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against White arising from White's performance under this contract must be commenced by Buyer within the express warranty period specified under paragraph Warranty hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL WHITE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY WHITE FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL WHITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.

DELIVERY: Shipping dates are approximate only. No shipping date requested or specified by Buyer will be binding on White unless such request of specification is specifically agreed to in writing by an officer of White. Shipment shall be F.O.B. Factory, with title passing to Buyer upon delivery to the carrier by White.

CANCELLATION: White reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order).

DISPUTES AND CHOICE OF LAWS: This contract shall be deemed to have been entered into and shall be governed by the laws of the Commonwealth of Pennsylvania. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be, Pennsylvania, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date of Demand for Arbitration is filed with the American Arbitration Association.

COSTS TO WHITE: In the event it becomes necessary for White to incur any costs or expenses in the collection of monies due White from the Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand shall reimburse White for all such costs and expenses (including, but not limited to, reasonable attorney's fees).

ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of White's offer to sell, constitute the entire agreement between White and Buyer. No course of dealings or performance or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of White.

ASSIGNMENT: Buyer shall not assign this contract or any interest therein without the prior written consent of White. Any actual or attempted assignment without White's consent shall entitle White, at its sole option, to cancel this contract and, in such event, White shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

**ORDINANCE NO. 2016-02
RADNOR TOWNSHIP**

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE AGREEMENT OF SALE BY AND BETWEEN RADNOR TOWNSHIP AND 240 RADNOR CHESTER ROAD INVESTMENT, LP FOR A PROPERTY LOCATED AT 240 RADNOR CHESTER ROAD

WHEREAS, Radnor Township ("Township") is the owner of certain property located at 240 Radnor Chester Road consisting of 2,500 square feet, part of Folio No. 36-02-01232-01 ("Property"); and

WHEREAS, 240 Radnor Chester Road Investment, LP ("Purchaser") desires to purchase the property from Radnor Township; and

WHEREAS, Purchaser wishes to enter into an Agreement of Sale with Township; and

WHEREAS, the Board of Commissioners now intends to approve the proposed Agreement of Sale, which is attached hereto and incorporated herein by reference as Exhibit "I".

NOW, THEREFORE, it is hereby **ORDAINED** that the Radnor Township Board of Commissioners does hereby approve the attached Agreement of Sale for the Property.

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

RADNOR TOWNSHIP

By: _____
Name: James C. Higgins
Title: President

ATTEST: _____

2/1/2016

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is dated as of the _____ day of _____, 2016 by and between **RADNOR TOWNSHIP, 301 Iven Avenue, Wayne, PA 19087** (the "Seller") and **240 Radnor Chester Road Investment, LP**, with a mailing address of P.O. Box 545 Deerfield Beach, FL 33443 (the "Purchaser").

BACKGROUND

Seller is the owner of the certain Premises (as hereinafter defined) located within Radnor Township, Delaware County, Pennsylvania which Seller desires to sell and Purchaser wishes to buy known as 36-14-44 Tax Map 36 Block 15 Unit 27 being part of Folio 36-02-01232-01 as further described on the deed attached hereto as **Exhibit "A"** (the "Premises", hereinafter also referred to as the "50x50 Parcel"), upon the terms and conditions set forth in this Agreement.

Purchaser owns the adjacent property located at 240 Radnor Chester Road, Radnor, Radnor Township, Delaware County, Pennsylvania, Folio Number 36-02-01232-01, deed attached hereto as **Exhibit "E"** (the "240 RC Parcel").

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound, Seller and Purchaser agree as follows:

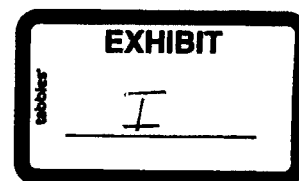
1. **Agreement to Sell and Purchase.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all that certain tract or parcel of land consisting of 2,500 square feet described by metes and bounds in **Exhibit "A"** and all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the Premises.

2. **Purchase Price.** The purchase price for the Premises (the "Purchase Price") is Fifty Thousand One Hundred Dollars (\$50,100.00). The Purchase Price shall be paid as follows:

2.1 The deposit payment of Five Thousand Ten Dollars (\$5,010.00) submitted by Purchaser with its bid.

2.2 Conveyance to Seller of a Traffic Signal Easement on the 240 RC Parcel, in the form attached hereto as Exhibit "B", pursuant to a plan prepared by Gilmore & Associates, Inc. dated August 4, 2015.

2.3 The balance due from Purchaser at closing for the Premises acquisition will be by wire transfer by bank or title company check in the amount of Ten Thousand Ninety Dollars (\$10,090.00).



3. **Closing.** Closing under this Agreement (the "Closing") shall take place at the office of First American Title Insurance Company at Two Liberty Place Suite 3010 Philadelphia, PA 19102 or a mutually agreeable alternative location within ninety (90) days from the date of full execution of this Agreement.

4. **Condition of Title.** Except for the restriction described in Section 5.1 of this Agreement, title to the Premises shall be good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections, other than those which are reasonably acceptable to Purchaser. In addition, such title shall be insurable, by any reputable title insurance company at regular rates, under a full coverage owner's title insurance policy (2006 ALTA form, or such other form as replaces or supersedes the 2006 ALTA form) and shall include such endorsements as Purchaser reasonably may require. If title to the Premises cannot be conveyed to Purchaser at the time of Closing in accordance with the requirements of this Agreement, then Purchaser shall have the option of (a) applying all or a portion of the Purchase Price to pay any liens of ascertainable amount against the Premises at the time of Closing, taking such title as Seller can convey and waiving the unfulfilled conditions, if any, or (b) terminating Purchaser's obligations under this Agreement, in which case this Agreement shall become null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further liability or obligation to the other under this Agreement except for those obligations expressly stated to survive the termination of this Agreement.

5. **Conditions Precedent to Closing.** The obligations of the parties to perform under this Agreement and complete Closing hereunder is expressly conditioned upon the following:

5.1. Execution by the Purchaser of a Declaration of Covenants and Restrictions on the Premises in a form attached hereto as **Exhibit "C"**.

5.2. Execution by the Purchaser of a Declaration of Covenants and Restrictions on the 240 RC Parcel in a form attached hereto as **Exhibit "D"**.

5.3. Execution by the parties of a Traffic Signal Easement on the 240 RC Parcel, in the form attached hereto as **Exhibit "B"**.

6. **Due Diligence Period.** Purchaser shall have no due diligence period; provided, however, that from time to time prior to Closing, Purchaser shall have the right to inspect the physical condition of the Premises and make such engineering, environmental and other studies as Purchaser may elect. For purposes of conducting such inspections and studies, Seller agrees to provide Purchaser, its agents, employees, contractors and consultants full and complete access to the Premises at all reasonable times on business days upon at least twenty-four (24) hours prior written notice to Seller.

7. **Representations and Warranties of Seller.** Seller, to induce Purchaser to enter into this Agreement and to purchase the Premises, represents and warrants to Purchaser as follows:

7.1. Seller has full power, authority and legal right to (a) execute and deliver this Agreement and all documents and instruments relating to this Agreement ("Related Agreements"), (b) comply with the terms of this Agreement and all Related Agreements, and (c) complete the transactions contemplated by this Agreement and all Related Agreements.

2/1/2016

7.2. This Agreement and all Related Agreements have been duly authorized, executed and delivered by Seller and constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

7.3. There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened, against or affecting the Premises or relating to or arising out of the ownership, management, operation or condition of the Premises in any court or before or by any other Governmental Authority or arbitration, mediation or conciliation tribunal.

7.4. No assessment for public improvements has been served upon Seller with respect to the Premises which remains unpaid, including, but not limited to, those for construction of sewer, water, electric, gas or steam lines and mains, streets, sidewalks and curbing. Seller knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed and paid for.

7.5. Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain with respect to the Premises, and to the best of Seller's knowledge no such proceedings are threatened. Seller has received no written notice of, nor does it have any knowledge of, any pending or threatened action or governmental proceeding relating to (a) zoning changes, (b) rent control, or (c) increase in tax assessment.

7.6. The Premises is in compliance with all Environmental Laws. The term "Environmental Laws" means all Federal, state and local laws, statutes, ordinances, codes, rules, regulations and other requirements respecting the environment, including but not limited to those respecting: (a) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous, toxic or regulated substances or materials; (b) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (c) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (d) protection of wetlands; (e) aboveground or underground storage tanks; (f) air quality or water quality (including groundwater quality); and (g) protection of endangered species. Without limiting the generality of the foregoing, the term "Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C., Sec. 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601, et seq., the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq., the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 et seq. ("Act 2"), the Pennsylvania Solid Waste Management, 35 P.S. § 6018.101 et seq., and the Pennsylvania Clean Streams Law, 35 P.S. 691.1 et seq.

7.7. Provided that Purchaser's plan meets all applicable local, county and state regulations or Purchaser acquires any necessary relief, Seller will not oppose the Purchaser's future action for consolidation of the deed for the Premises with the 240 RC Parcel and other adjacent lands to the 240 RC Parcel currently owned by the Purchaser. This provision shall survive Closing.

7.8. Seller knows of no facts or circumstances which would hinder or prevent the development, use or operation of the Premises following Closing.

2/1/2016

8. Conditions to Purchaser's Obligation; Remedies Not Restricted.

8.1 The obligation of Purchaser under this Agreement to purchase the Premises from Seller is subject to the satisfaction of all of the following conditions (any or all of which may be waived in whole or in part by Purchaser in writing at any time): (i) All representations and warranties by Seller set forth in this Agreement shall be true and correct at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date; (ii) Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing; and, (iii) Purchaser's title to the Premises shall be insured by Purchaser's title insurance company at regular rates at Closing free of objections of any kind except the Permitted Exceptions pursuant to a full coverage owner's title insurance policy (2006 ALTA form, or such other form as replaces or supersedes the 2006 ALTA form), including such endorsements as Purchaser may require.

8.2 Nothing in this Article is intended to limit or restrict any right or remedy which Purchaser may have under this Agreement or at law or in equity on account of the inaccuracy of any representation or warranty made by Seller or breach by Seller of any other obligation under this Agreement.

8.3 **Purchaser's Right to Close Without Affecting Remedies.** Except as otherwise provided in this Agreement, if, prior to Closing, Purchaser obtains knowledge of the inaccuracy of any representation or warranty made by Seller or breach by Seller of any other obligation under this Agreement or any Related Agreement, Purchaser nevertheless shall have the right to proceed with Closing, without in any way waiving or otherwise affecting Purchaser's rights or remedies on account of such inaccuracy or breach.

9. **Period Prior to Closing.** Between the date of this Agreement and the Closing Date, Seller agrees that, without Purchaser's prior written consent, Seller will not: (a) grant, create, assume or permit to be created any mortgage, lien, encumbrance, lease, easement, covenant, condition, right-of-way or restriction upon the Premises or take or permit any action adversely affecting the title to the Premises as it exists on the date of this Agreement; (b) enter into any new service contract; or (c) make any alterations to the Premises.

10. Provisions with Respect to Closing. At Closing:

10.1 Seller shall deliver or cause to be delivered to Purchaser the following: (i) a special warranty deed for the Premises, duly executed and acknowledged by Seller, in proper form for recording, subject only to those Permitted Exceptions which are of record and are valid and subsisting, and otherwise in form and substance reasonably acceptable to Purchaser. If the legal description contained in the Survey is different from the legal description attached to this Agreement as *Exhibit "A"*, the legal description contained in the Survey will be used in the deed and in all other documents delivered at Closing; (ii) such certificates, permits or approvals of the Township of Radnor as may be required by applicable law, in connection with the transfer of the Premises; (iii) such other documents as may be reasonably required to consummate the transactions contemplated by this Agreement; (iv) possession of the Premises shall be delivered by Seller to Purchaser at Closing, free and clear of all tenancies of every kind and of parties in possession; (v) A Traffic Signal Easement on the 240 RC Parcel, in the form attached hereto as Exhibit "B", pursuant to a plan prepared by Gilmore & Associates, Inc. dated August 4, 2015.

10.2 Purchaser shall deliver or cause to be delivered to Seller the following: (i) the balance of the Purchase Price; (ii) such other documents as may be reasonably required to consummate

2/1/2016

the transactions contemplated by this Agreement; (iii) Exhibits "C" and "D"; and (iv) A Traffic Signal Easement on the 240 RC Parcel, in the form attached hereto as Exhibit "B", pursuant to a plan prepared by Gilmore & Associates, Inc. dated August 4, 2015.

10.3 Purchaser shall pay all title insurance premiums charged by Purchaser's title insurance company. Each party shall bear its own counsel fees. Buyer shall be responsible for and pay all of the realty transfer tax. All other recording and closing costs of any nature or description shall be borne or apportioned in accordance with the custom and practice in the jurisdiction in which the Premises is located.

11. **Adjustments.** The following items shall be prorated as of 12:01 a.m. prevailing Eastern Time on the Closing Date, on the basis of a 365-day year, with Purchaser deemed the owner of the Premises on the entire Closing Date: (a) real estate taxes, including refunds with respect thereto, if any; and (b) any other expenses relating to the Premises which are customarily adjusted at settlement.

12. **Fire; Eminent Domain.**

12.1. Seller shall bear the risk of all loss or damage to the Premises from all causes, and the risk of condemnation proceedings or other proceedings in the nature of eminent domain, until Closing. If at any time prior to Closing any portion of the Premises is destroyed or damaged as a result of fire or any other casualty whatsoever, or if Seller is notified of any condemnation proceedings or other proceedings in the nature of eminent domain against any portion of the Premises, Seller shall, within three (3) business days thereafter, give written notice to Purchaser. Purchaser shall have the right, within fifteen (15) days after receipt of such notice, to terminate this Agreement, in which event this Agreement shall become null and void (except for those obligations expressly stated to survive the termination of this Agreement), and neither party shall have any further liabilities or obligations under this Agreement (except for those obligations expressly stated to survive the termination of this Agreement).

12.2. If Purchaser does not terminate this Agreement, then: (a) Purchaser shall have the right, to participate in and approve any adjustment of any insurance claims or the determination of any condemnation or eminent domain award; (b) at the time of Closing, Purchaser shall receive a credit against the Purchase Price in an amount equal to the sum of: (i) the proceeds of any insurance policies or any condemnation or eminent domain award with respect to the Premises paid to Seller between the date of this Agreement and the Closing, and (ii) in the case of casualty, an amount equal to the cost of restoring any loss (or portion thereof) which is not covered by Seller's insurance, including any amount falling within Seller's deductible and the uninsured portion of any loss as to which Seller maintains less than full replacement cost insurance; and (c) all unpaid claims and rights in connection with losses shall be assigned to Purchaser at Closing without in any manner affecting the Purchase Price.

13. **Brokers.** Seller and Purchaser represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for commissions, finders' fees or other compensation (collectively, "compensation") by any person or entity. If any broker or finder asserts a claim for compensation based upon any actual or alleged contact, dealings or communication with Purchaser or Seller, then the party through whom such broker or finder makes its claim shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all claims, damages, judgments, suits, liabilities, losses, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) suffered or incurred by or brought against the Indemnified Party in connection with such claim for compensation. The provisions of this Article shall survive the Closing, or, if Closing does not occur, any termination of this Agreement.

2/1/2016

14. **Default.** In the event that Purchaser is obligated to complete Closing under this Agreement but fails to do so, this Agreement shall become null and void, except for those obligations expressly stated to survive the termination of this Agreement, and neither party shall have any further liability or obligation under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement. The foregoing shall not be construed to limit or restrict any rights or remedies of Purchaser under any other provision of this Agreement or otherwise available at law or equity. Upon any default by Seller in the performance of its obligations under this Agreement, Purchaser shall have all rights and remedies available at law or equity, including, without limitation, the right to specific performance of Seller's obligations.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be given in writing and shall be sent by (a) hand delivery, (b) commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) legible facsimile (followed by hard copy sent concurrently with such facsimile, in accordance with preceding subsections (a) or (b)), and such notices shall be addressed as follows: **If to Seller:** Radnor Township, 301 Iven Road, Wayne, PA 19087 with a required copy to John Rice, Esquire, Grim, Biehn & Thatcher, 104 S. Sixth Street, P.O. Box 215, Perkasio, PA 18944; **If to Purchaser:** 240 Radnor Chester Road Investment, LP, P.O. Box 545 Deerfield Beach, FL 33443; with a required copy to Nicholas J. Caniglia, Esquire Pierce, Caniglia & Taylor 125 Strafford Avenue, Suite 110 Wayne, PA 19087, or to such other address as either party may from time to time specify in writing to the other party. Notice given by hand delivery shall be effective upon receipt (or refusal by the intended recipient to accept delivery). Notice given by commercial overnight courier shall be effective upon the date of deposit with the courier. Notice given by facsimile shall be effective upon the sending of such facsimile (subject to the requirement that hard copy be sent concurrently in accordance with this Section).

16. **Miscellaneous.**

16.1. Formal tender of an executed deed and purchase money are hereby waived.

16.2. If either party is required to make any filing, submission or report to any Governmental Authority in connection with the transactions contemplated by this Agreement, the party upon which such requirement is imposed shall make such filing, submission or report.

16.3. The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter. This Agreement shall be construed reasonably to carry out its intent, without presumption against or in favor of either party.

16.4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

16.5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Agreement by facsimile or by portable document file ("PDF") shall have the same force and effect as delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes.

2/1/2016

16.6. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. Purchaser shall have the right to assign its interest in this Agreement without the consent of Seller. No such assignment shall relieve Purchaser of its liabilities or obligations under this Agreement.

16.7. This Agreement and the Exhibits attached to this Agreement contain the final and entire agreement of Purchaser and Seller with respect to the sale and purchase of the Premises and are intended to be an integration of all prior negotiations and understandings. Neither Purchaser nor Seller shall be bound by any covenants, agreements, statements, representations or warranties, oral or written, not contained in this Agreement. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties to this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

16.8. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

16.9. In the event that the date for performance of any duty or obligation, exercise of any right or option or giving of any notice shall occur upon a Saturday, Sunday or legal holiday, the due date for such performance, exercise or giving of notice shall be automatically extended to the next succeeding business day.

16.10. Seller agrees that it will, at any time and from time to time after the Closing Date, upon request of Purchaser, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required for the assigning, transferring, granting, assuring and confirming to Purchaser, or its successors and assigns, the Premises, provided that the same do not impose any liability on Seller beyond that provided in this Agreement or any Related Agreement.

16.11. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Premises. The parties shall be legally bound with respect to the purchase and sale of the Premises pursuant to the terms of this Agreement only if and when Seller and Purchaser have fully executed and delivered to each other a counterpart of this Agreement.

2/1/2016

IN WITNESS WHEREOF, intending to be legally bound hereby, Purchaser and Seller have executed this Agreement as of the date first above written.

SELLER:

RADNOR TOWNSHIP

By: _____
Name: Robert Zienkowski
Title: Township Manager

PURCHASER:

240 Radnor Chester Road Investment, LP

By: _____
Name: Sheldon E. Gross
Title: Managing Partner/COO

J. LAWRENCE GRIM, JR.
JEFFREY G. TRAUGER
MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO * †
DANIEL J. PACI * †
JONATHAN J. REISS †
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
SEAN M. GRESH
COLBY S. GRIM
DIANE M. SODANO *
JOEL STEINMAN
KELLY L. EBERLE *
MATTHEW E. HOOVER
STEPHEN J. KRAMER

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

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PLEASE REPLY TO:
PERKASIE

John B. Rice
e-mail: jrice@grimlaw.com

JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET
P.O. BOX 215
PERKASIE, PA. 18944-0215
(215) 257-6811
FAX (215) 257-5374

P.O. BOX 380
QUAKERTOWN, PA, 18951-0380
(215) 536-1200
FAX (215) 538-9588

P.O. BOX 1369
DOYLESTOWN, PA, 18901
(215) 348-2199
FAX (215) 348-2520

February 9, 2016

VIA ELECTRONIC CORRESPONDENCE

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

Re: Radnor Township – Ordinance approving Agreement of Sale
240 Radnor Chester Road

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the February 12th edition of your newspaper, a Legal Notice for the possible enactment of the above ordinance by the Board of Commissioners of Radnor Township at their meeting on February 22, 2016. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Robert Zienkowski, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

GRIM, BIEHN & THATCHER

By: 

John B. Rice

JBR/hlp
Enclosure

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

LEGAL NOTICE

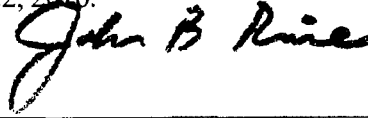
Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, approving the Agreement of Sale by and between Radnor Township and 240 Radnor Chester Road Investment, LP for a property located at 240 Radnor Chester Road.

The Board of Commissioners will hold a public hearing on February 22, 2016, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on February 22, 2016.

A handwritten signature in cursive script that reads "John B. Rice". The signature is written in black ink and is positioned above a horizontal line.

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

RESOLUTION NO. 2016-29

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPOINTING TOMMY'S MAIN LINE TOWING AND SADLEIRS AUTOMOTIVE TO SERVE AS THE PRIMARY TOWERS FOR RADNOR TOWNSHIP.

WHEREAS, the Radnor Township Police Department is in need of towing services for the towing and/or storage of impounded vehicles from time-to-time in its performance of official police business; and

WHEREAS, pursuant to Chapter 262, Towing, of the Code of the Township of Radnor, the Township is authorized to contract with "on-duty" towers for the purpose of removal and storage of disabled, wrecked or abandoned vehicles; and

WHEREAS, the Police Department has requested the appointment of Main Line Towing and Sadleir's Automotive to serve as the Township's primary towers for disabled, wrecked or abandoned vehicles; and

NOW, THEREFORE, be it *RESOLVED* that the Radnor Township Board of Commissioners does hereby appoint Tommy's Main Line Towing and Sadleir's Automotive to serve as the Township's primary towers for the removal and storage of disabled, wrecked or abandoned vehicles within the township.

SO RESOLVED this 22nd day of February, A.D., 2016.

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins

Title: President

ATTEST: _____

Robert A. Zienkowski, Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: 2/12/16

TO: Radnor Township Board of Commissioners

FROM: William A. Colarulo, Superintendent of Police

LEGISLATION: Appointing Police Vehicle Primary Towers

LEGISLATIVE HISTORY: Resolution 2016-29 - Appointing Tommy's Main Line Towing and Sadleir's Automotive to serve as the primary towers for Radnor Township.

PURPOSE AND EXPLANATION: As per Ordinance 2005-17, every two (2) years the Police Department is required to advertise for Police towing companies so that they may be utilized for official Radnor Township business as needed by the Radnor Township Police Department. Advertisement was made in local newspapers soliciting applications from towing companies and we received two (2) applications as a result of the advertisement. The two (2) applications received were from Tommy's Main Line Towing, 392 West Lancaster Avenue, Wayne, Pennsylvania, 19087 and Sadleir's Automotive, 114 Plant Avenue, Wayne, Pennsylvania, 19087 to serve as its primary towers.

IMPLEMENTATION SCHEDULE: Once passed, the towers will be notified.

FISCAL IMPACT: None.

RECOMMENDED ACTION: I respectfully recommend that the Board of Commissioners adopt this resolution at the February 22, 2016 Board of Commissioner's meeting.