

AGENDA
BOARD OF COMMISSIONERS
Monday, July 18, 2016 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session on July 18, 2016

1. Recognition of Radnor High School Baseball Team
2. The Sports Legends of Delaware County Museum – Emlen Tunnel Additional Display Items Presentation
3. Radnor Township Police Department Presentation – Community Oriented Policing

4. Consent Agenda

- a) Disbursement Review and Approval: 2016-06E, 2016-06F, 2016-07A, 2016-07B
- b) Acceptance of Monthly Department Reports
- c) Approval of Minutes of the Board of Commissioners meeting of June 13, 2016 and June 27, 2016
- d) Consideration of a Motion to Approve the Certificate of Appropriateness:
 - HARB-2016-09 – 414 Radnor Street Road - Amending previous HARB decision (HARB-2016-07) with regards to the rear addition and garage.
- e) Resolution #2016-72 - Authorizing the Purchase of Bleacher Equipment and Installation; Removal of Existing Bleachers and Partition Wall; and Installation of Safety Protection on Remaining Partition Wall Appurtenances for Radnor Activity Center at Sulpizio Gymnasium

5. Public Participation

6. Committee Reports

FINANCE & AUDIT

A. Q2 Finance Update Report

PUBLIC WORKS & ENGINEERING

- B. Ordinance #2016-08 – (**Adoption**) - Amending Certain Provisions Of Ordinance 1987-19 As Incorporated In The Radnor Township Code Under Article I “County Disposal Agreement,” §240-11.C. “Joint Cooperation Agreement,” Subsection C. To Renew Its Agreement with The County of Delaware, Pennsylvania for Regulating the Disposal of Municipal Solid Waste from The Township Set to Expire On April 7, 2017 For an Additional Twenty-Five (25) Years

C. Resolution #2016-68 - Lower Merion Sewer Agreement

PUBLIC SAFETY

- D. Resolution #2016-70 - Approving the Memorandum of Understanding Between Radnor Township and Villanova University Regarding Police Jurisdiction and Operations

PERSONNEL & ADMINISTRATION

- E. Ordinance #2016-09 – (**Introduction**) – Approval of The Sports Legends of Delaware County Museum Lease Extension

COMMUNITY DEVELOPMENT

- F. Motion to authorize execution of Memo of Understanding with Radnor Crossing Apartments to allow temporary parking on the tennis courts at the property

PARKS & RECREATION

LIBRARY

PUBLIC HEALTH

Old Business

New Business

Public Participation

Adjournment

Recognition of Radnor
High School Baseball Team

The Sports Legends of
Delaware County Museum
– Emlen Tunnel Additional
Display Items Presentation

Radnor Township Police
Department Presentation –
Community Policing

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
July 18, 2016

The table below summarizes the amount of disbursements made since the last public meeting held on June 27, 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>

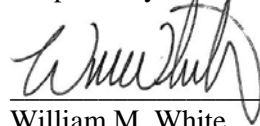
Fund (Fund Number)	2016-6E June 24, 2016	2016-6F June 28, 2016	2016-7A July 1, 2016	2016-7B June 27, 2016	Total
General Fund (01)	166,285.10	230,141.30	294,160.37	94,781.85	\$785,368.62
Sewer Fund (02)	6,233.55	0.00	1,439.41	0.00	7,672.96
Storm Sewer Management (04)	14,208.30	0.00	6,311.90	0.00	20,520.20
Capital Improvement Fund (05)	959.93	0.00	216,057.77	0.00	217,017.70
Police Pension Fund (07)	22,086.58	0.00	0.00	4,478.17	26,564.75
OPEB Fund (08)	2,168.97	0.00	0.00	766.18	2,935.15
Escrow Fund (10)	1,800.00	0.00	600.00	0.00	2,400.00
Civilian Pension Fund (11)	20,102.61	0.00	0.00	3,991.31	24,093.92
Police K-9 Fund (17)	0.00	0.00	232.59	0.00	232.59
The Willows Fund (23)	60.69	0.00	364.74	0.00	425.43
Library Improvement Fund (500)	4,211.55	0.00	0.00	0.00	4,211.55
Total Accounts Payable Disbursements	\$238,117.28	\$230,141.30	\$519,166.78	\$104,017.51	\$1,091,442.87
<i>Electronic Disbursements</i>	n/a	n/a	n/a	n/a	2,543,957.26
Grand Total	\$238,117.28	\$230,141.30	\$519,166.78	104,017.51	\$3,635,400.13

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 August 15, 2016

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	8/10/2016	7/16 Credit Card Revenue Processing Fees	\$5,000.00 *
Credit Card Revenue Fees - Actual	01-Variou	7/10/2016	6/16 Credit Card Revenue Processing Fees	\$5,154.61
Debt Payment	Various Funds	7/14/2016	US Bank GOB Series A 2013	\$621,848.36
Debt Payment	Various Funds	7/15/2016	US Bank GOB Series B 2013	\$259,675.00
Payroll [Pension] Transaction - Estimated	07-492-4980	8/1/2016	8/16 Police Pension Payments	\$186,839.03
Payroll [Pension] Transaction - Estimated	11-495-4980	8/1/2016	8/16 Civilian Pension Payments	\$129,240.26
Payroll [Bi-Weekly] Transaction - Estimated	01-various	7/14/2016	Salaries and Payroll Taxes - General Fund	\$450,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	7/14/2016	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	7/14/2016	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	7/28/2016	Salaries and Payroll Taxes - General Fund	\$450,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	7/28/2016	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	7/28/2016	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	8/11/2016	Salaries and Payroll Taxes - General Fund	\$450,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	8/11/2016	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	8/11/2016	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Period Total				\$2,603,957.26

Submitted:

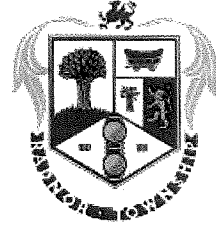


* Credit card fees are charged to the Township's accounts on the tenth of the month

<u>Original Estimate</u>			<u>Actual Amount</u>
\$430,000.00	6/30/2016	Salaries and Payroll Taxes - General Fund	\$444,261.24
\$15,000.00	6/30/2016	Salaries and Payroll Taxes - Sewer Fund	\$15,098.89
\$400.00	6/30/2016	Salaries and Payroll Taxes - K-9 Fund	\$1,216.68
\$445,400.00			\$460,576.81
\$45,000.00	7/1/2016	CDL Bonus Payment - General Fund	\$44,405.52
\$5,000.00	7/1/2016	CDL Bonus Payment - Sewer Fund	\$3,767.75
\$50,000.00			\$48,173.27
\$186,839.03	7/1/2016	Police Pension Payroll	\$186,839.03
\$129,240.26	7/1/2016	Civilian Pension Payroll	\$129,240.26
\$316,079.29			\$316,079.29

Interoffice Memorandum

TO: BOARD OF COMMISSIONERS
FROM: KEVIN KOCHANSKI, DIRECTOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
SUBJECT: JUNE MONTHLY REPORT
DATE: JULY 1, 2016
CC: ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



**Community Development
Department**

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

- Building Permit Fee Revenue totaled \$142,518.00 with 104 permits issued
 - Electric Permit Fee Revenue totaled \$14,742.00 with 68 permits issued
 - Fire Permit Fee Revenue totaled \$300.00 with 2 permits issued
 - Mechanical Permit Fee Revenue totaled \$7,477.00 with 27 permits issued
 - Plumbing Permit Fee Revenue totaled \$7,976.00 with 56 permits issued
 - Zoning Permit Fee Revenue totaled \$900.00 with 12 permits issued
 - Banner Permit Fee Revenue totaled \$50.00 with 1 permits issued
 - Design Review Board Application Fee Revenue totaled \$900.00 with 5 applications received
 - Zoning Hearing Board Revenue totaled \$550.00 with 1 application received
-
- Permit and application revenue for June 2016: \$ 175,113.00
 - Permit and application revenue year to date: \$1,034,544.00
-
- Permits and applications for June 2016: 276
 - Permits and applications year to date: 1,355
-
- Inspections conducted for June 2016: 792
 - Inspections conducted year to date: 3,552

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: June 2016 Monthly Summary Report and Yearly Summary Report

We hereby submit for your review the June 2016 Engineering and Public Works Departments Revenue, respectively \$ 27,480.00 and \$ 7010.00 as outlined below.

➤ 26	Grading Permit Applications - \$ 9,600.00	year-to-date - \$ 39,500.00
➤ 0	Clearing Permit Application - \$ 0.00	year-to-date - \$ 0.00
➤ 1	SALDO Application - \$ 2,450.00	year-to-date - \$ 5,350.00
➤ 6	Sidewalk Permit Applications - \$ 350.00	year-to-date - \$ 2,375.00
➤ 28	Sidewalk blocks replaced -	year-to-date - 166 blocks
➤ 1	Septic Permit Applications - \$ 750.00	year-to-date - \$ 3,300.00
➤ 22	Property inspections - \$ 1,430.00	year-to-date - \$ 9,340.00
➤ 74	Certificate of Occupancy Applications - \$ 12,900.00	year-to-date - \$ 40,500.00
➤ 30	Highway Permit Applications - \$ 7,010.00	year-to-date - \$ 58,510.00

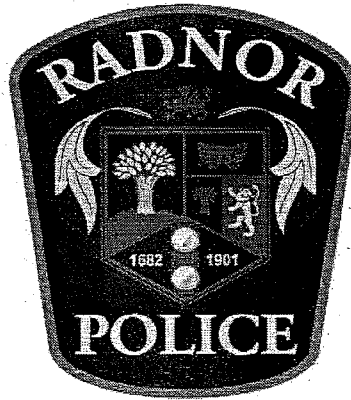
Engineering income for 2016 year-to-date \$ 100,365.00

Public Works income for 2016 year-to-date \$ 58,510.00

Professional Service Fees Reimbursed for 2016 year-to-date \$ 230,667.75

RADNOR TOWNSHIP POLICE DEPARTMENT

Monthly Report



June 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

June 2016

The Radnor Police Department responded to 1,801 calls for service for the month of June 2016. Radnor Officers issued 388 traffic citations for motor vehicle violations. 26 non-traffic citations were issued for various summary offenses such as Disorderly Conduct, Underage Drinking and Public Drunkenness. A total of 1,048 parking tickets were issued for expired meter violations. Radnor Police Officers made 14 misdemeanor/felony arrests during June 2016.

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

Accidents	Jun-16	YTD 2016	Jun-15	YTD 2015	YTD from 16 to 15
Accidents - Fatal	0	2	0	1	1
Accidents - Reportable- With Injuries	4	21	6	30	-9
Accidents - Reportable - No Injuries	13	74	14	82	-8
Accidents - Non Reportable	64	264	53	311	-47
Accidents - Hit & Run	15	55	13	57	-2
Accidents - No Report	8	43	8	53	-10
Pedestrian Accidents - With Injuries	0	0	0	0	0
Pedestrian Accidents - Fatal	0	0	0	0	0
Total Accidents	104	459	94	534	-75
Violations					
Arrests - Felony & Misdemeanor	14	100	24	107	-7
Traffic Violations	1048	3490	374	2657	833
Non-Traffic Violations	26	246	29	292	-46
Parking Meter Violations	388	7635	1095	7483	152
Abandoned Vehicles	1	6	1	8	-2
Total Violations	1477	11477	1523	10547	930
Complaints					
Complaints	1387	8476	1313	7836	640
Unlocked Businesses	19	57	9	50	7
Alarms	146	815	134	772	43
Animal Complaints	16	104	19	81	23
					0
Total Complaints	1568	9452	1475	8739	713

PATROL HIGHLIGHTS



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

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

June 2016

Highlights

On June 2nd, a resident called to report a bicycle theft at Rita's Water Ice on County Line Road. Officer spoke to the female on the phone who stated her daughter went to work at Rita's and left her bike in the rear of the business unlocked.

On June 4th, Officer reported a sign knocked over at the Clyde Road bridge construction site. Officer did not observe any damage to the enclosed trailer that was on site. Officer left a yellow card attached to the trailer.

On June 5th, an alarm company reported an audible alarm at the 800 block of East Lancaster Avenue. Officer arrived and saw the rear entrance shattered. A brick was located in front of the doorway and the believed method of force. Once on scene, the owner was able to show Officers security footage of the burglary. Detectives were notified and responded to process the scene. During the course of the investigation, it was determined that no money was taken from the register.

On June 6th, Officer reported a suspicious vehicle in the St. Davids Train Station. Officer observed three w/m's standing outside a vehicle with the front passenger door open. Officer made contact with the males who said they were hanging in the parking lot and were about to go to Wawa. All subjects were ran through NCIC/CLEAN yielding negative results.

On June 9th, a resident from Braxton Road reported a suspicious person. A w/m had been sitting in a van with side doors open on a computer chair for approximately two hours. Contact was made with the male who explained he was an insurance claim representative doing a claim for a home nearby.

On June 11th, a resident from South Aberdeen Avenue reported criminal mischief at his residence. The resident advised that a vehicle damaged his landscaping, an address marker, bird post, and front light post. Officer took pictures of the damage and placed camera card into temporary evidence.

On June 13th, a resident from Brookside Avenue reported criminal mischief at her residence. Officer made contact with the resident who stated when she left her home today and when she returned she noticed orange spray paint on her driveway. She was given a statement to fill out on the above incident and requested added patrol.

On June 15th, a resident from the 600 block of West Wayne Avenue reported an attempted burglary. The resident stated she returned home from being away for two days and found damage to her side door. She wanted the incident documented and requested no further police action.

On June 17th, a resident of Cornell Drive reported theft of a bicycle. The resident stated her son was playing with friends and left his bicycle on the lawn. When they returned, the bicycle was missing. Officer searched the surrounding areas but was unable to locate said bicycle. The bicycle was valued at \$300.00.

On June 19th, a resident of Clover Lane reported a suspicious vehicle on Clover Lane. The Officer approached the vehicle and the operator drove away. The residence was found to be secure with no suspicious activity.

On June 21st, Loss Prevention Officer reported a female shoplifter detained at the security office in the T.J. Maxx store. The Loss Prevention Officer observed a female enter the store and take a ring from a display shelf and a silver chain removed from a box. The female was taken into custody and transported to the Police Department and processed.

On June 22nd, a resident from Parkes Run Lane reported her front door open. Officer arrived and observed the door's paneling dented and tampered with. Officers cleared the home with negative results. The owner checked the home and confirmed her valuables were still in place. The open front door was either an oversight or was not closed all the way.

On June 25th, a caller reported a w/m stumbling in the roadway at Eagle Road and Lancaster Avenue. Officer reports the area was checked for the subject with negative results.

On June 26th, the Police Station received complaints of construction work being done on a Sunday. Officer made contact with a tree service company who was operating a bucket truck and trimming trees on a property. He stated he was not aware of the Township Ordinance preventing machinery operation on Sundays and agreed to stop working but asked if he could finish trimming a small section of the tree. He stated if not completed it could be a safety concern and potentially fall onto the sidewalk. Approximately 45 minutes later RTPD received complaints that the work had not stopped. The male was issued a Non-Traffic Citation.

On June 27th, Officer reported arriving at the 200 block of West Wayne Avenue for an Ordinance violation for two illegally parked vehicles. Officer reports two members from a tree service company continued work on the property when they were informed by the Township to refrain. The company was informed to suspend their work until they had the proper license to continue. The owner of the company would be cited for Radnor Township Ordinances regarding unnecessary noise (200-1) and littering (230-3). Officer reported the two illegally parked vehicles were also cited.

On June 29th, a resident from Oakford Circle reported theft from an auto overnight. Fifteen dollars in cash and three lottery tickets were taken from the vehicle. The vehicle was unlocked and there were no signs of forced entry.

On June 30th, Villanova University Public Safety reported a found bullet in the basement of Villanova University, St. Mary's Hall. Officer made contact with a staff member who located the bullet. He advised he was in the closet to replace a filter and when moving an old box, he observed a loose bullet in the bottom of the box. Officer took pictures of the scene and seized the bullet for evidence. A written statement was completed and evidence was entered into temporary evidence.

Radnor Township Police Department
June 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	0	0	0	0	0
Night (6 PM to 6 AM)	0	0	0	1	0	0
Time Unknown	0	0	0	0	0	1
Total Burgs - 6/16	0	0	0	2	0	1
Total Burgs - YTD	9	4	2	5	1	1
Burglaries by Area						
Patrol Area	District	Burgs 6/16	Burgs YTD 16			
Northeast Beat	1	2	4			
Northwest Beat	2	1	13			
Southwest Beat	3	0	2			
Southeast Beat	4	0	3			
Villanova University	7	0	0			
Total Burglaries		3	22			

July 12, 2016

Calls for Service - by UCR Code

Incidents Reported Between 06/01/2016 and 06/30/2016

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0511	BURGLARY-FORCED ENTRY-RESIDENCE-NIGHT	1			
0514	BURGLARY-FORCE ENTRY-NON-RESID-NIGHT	1			
0536	ATTEMPT FORCIBLE ENTRY-NONRES.-UNKNOWN	1			
0611	THEFT-\$200 & OVER-POCKET PICKING	1			
0613	THEFT-\$200 & OVER-RETAIL THEFT	2			
0616	THEFT-\$200 & OVER-BICYCLES	2			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	3			
0619	THEFT-\$200 & OVER-ALL OTHER	1			
0623	THEFT-\$50 TO \$200-RETAIL THEFT	2			
0627	THEFT-\$50 TO \$200-FROM BUILDINGS	1			
0629	THEFT-\$50 TO \$200-ALL OTHER	1			
0633	THEFT-UNDER \$50-RETAIL THEFT	3			
0634	THEFT-UNDER \$50-FROM AUTO (EXCEPT 0635)	1			
0636	THEFT - UNDER \$50 - BICYCLES	1			
0637	THEFT - UNDER \$50 - FROM BUILDINGS	1			
1100	FRAUD	3			
1150	FRAUD - CREDIT CARDS	4			
1190	FRAUD-ALL OTHER(FLIM FLAM,CONFIDENCE	2			
1191	FRAUD - REPORTS	4			
1331	STOLEN PROP.-POSSESSING - MOTOR VEHICLE	1			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	2			
1440	CRIMINAL MISCHIEF - ALL OTHER	2			
1465	INSTITUTIONAL VANDALISM,	1			
1490	CRIMINAL MISCHIEF - REPORTS	4			
1700	SEX OFFENSES (EXCEPT RAPE & PROSTITUTION	1			
1831	NARCOTICS-POSSESSION-MORPHINE,HEROIN,ETC	1			
1832	NARCOTICS-POSSESSION-MARIJUANA,ETC.	4			
2111	DRIVING UNDER THE INFLUENCE - ALCOHOL	2			
2300	PUBLIC DRUNKENESS	4		1	
2410	HARASSMENT BY COMMUNICATION	2			
2440	DISORDERLY CONDUCT-DISTURBING THE PEACE	0	1		
2450	HARASSMENT	3			
2460	DISORDERLY CONDUCT-OBSCENE LANGUAGE	0	1		
2640	ALL OTHER ORDINANCE VIOLATIONS	4			
2647	ALL OTHERS - PROTECTIVE ORDERS	1			
2660	TRESPASSING OF REAL PROPERTY	2			
2900	JUVENILE RUNAWAYS	9			
3000	LOST/RECOVERED PROPERTY	3			
3200	CHECK ON WELFARE	5			
3300	CIVIL DISPUTES	15			
3400	DEATH INVESTIGATION - NATURAL CAUSES	1			
3500	DISTURBANCE - DISORDERLY PERSONS	2			
3501	DISTURBANCE-COMPLAINT OF NOISE,MUSIC,ETC	11			
3520	DOMESTIC PROBLEM (NO ARREST)	14			
3610	DISTURBANCES-JUVENILE	2	1		
3620	DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	5			
3650	ELECTRIC COMPANY-POWER OUTAGES,ETC	1			
3700	FIRE - RESIDENTIAL	1			

July 12, 2016

Calls for Service - by UCR Code

Incidents Reported Between 06/01/2016 and 06/30/2016

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3702	FIRE-VEHICLE	1			
3703	FIRE-ALL OTHERS	4			
3706	FIRE - LEAVES, BRUSH, ETC.	3			
3840	FIRES (INCLUDING ALARMS-FOUNDED/UNFOUND)	1			
3850	HAZARDOUS CONDITIONS	10	2		
3880	OPEN DOORS/WINDOWS - DISCOVERED	3	1		
3900	GAS LEAKS (NATURAL GAS)	1			
4000	JUVENILE PROBLEMS (NO ARREST)	2			
4018	NON-CRIMINAL-ST. LIGHT OUT, ST. REPAIRS.	3			
4028	NON-CRIMINAL-OTHER INVESTIGATIONS	2			
4200	MISSING PERSONS(EXCEPT JUVENILES)	5			
4300	MENTAL HEALTH-EMERG.302/SUICIDE ATTEMPTS	3			
4301	MENTAL HEALTH-ALL OTHERS	1	1		
4500	OPEN DOORS/WINDOWS	19	1		
4506	DEATHS - SUICIDES	1			
4600	ORDINANCE VIOL.-EXCEPT BURNING/SOLICIT	7			
4650	POLICE INFORMATION	51			
4660	911 HANG UP CALL	35	1		
4700	ADDED PATROL-REQUEST FOR	36	1		
4701	ADDED PATROL - BUSINESS CHECKS	96	2		
4702	ADDED PATROL - SCHOOL CHECKS	26			
4800	SOLICITING-WITHOUT PERMIT	0	1		
4801	SOLICITING-COMPLAINTS	2			
4900	SUSPICIOUS PERSON	17			
4901	SUSPICIOUS CIRCUMSTANCE	42			
4902	SUSPICIOUS VEHICLES	18			
5000	TELEPHONE CALLS-HARASSING/SUSPICIOUS	13			
5002	LOST & FOUND - FOUND ANIMAL	2			
5004	LOST & FOUND - FOUND ARTICLES	6			
5005	FOUND BICYCLES	2			
5006	LOST & FOUND - LOST ANIMAL	3			
5008	LOST & FOUND - LOST ARTICLES	2			
5014	LOST & FOUND - MISSING ADULT FEMALES	1			
5100	TRAFFIC SIGNALS-DAMAGED/NEED REPAIR	2			
5200	TRAFFIC HAZARD-POTHOLES/OBSTRUCTIONS/ICE	1			
5300	TREES DOWN AND/OR BLOCKING ROADWAY,ETC	14			
5400	VEHICLES-ABANDONED	3			
5401	VEHICLES-ASSIST MOTORIST(INCL LOCKOUTS)	24			
5402	VEHICLES-DISABLED	20			
5403	VEHICLES-MV VIOLATIONS & MVV COMPLAINTS	24	1		
5404	VEHICLES-PARKING COMPLAINTS	18			
5405	VEHICLES-TOWED	4			
5500	WATER MAIN BREAK/WATER CO. PROBLEMS	1			
5501	WIRES DOWN - NO HAZARD	5			
5502	ANIMAL COMPLAINTS - BARKING DOGS	4			
5504	ANIMAL COMPLAINTS - DOG BITES	1			
5506	ANIMAL COMPLAINTS - STRAY ANIMALS	8	1		
5510	ANIMAL COMPLAINTS - OTHER	16			



July 12, 2016

Calls for Service - by UCR Code

Incidents Reported Between 06/01/2016 and 06/30/2016

RADNOR TOWNSHIP



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
5590	ANIMAL COMPLAINTS - REPORTS	2			
5600	WARRANT-ARREST (ISSUED OUTSIDE RADNOR)	0	1		
6001	ACCIDENT - WITH INJURIES	4			
6002	ACCIDENT - NO INJURIES (REPORTABLE)	13			
6003	ACCIDENT - NON REPORTABLE	64	1		
6004	ACCIDENT - HIT & RUN	15			
6005	ACCIDENT - NO REPORT DONE	8			
6606	TRAFFIC RELATED - DIRECT TRAFFIC	10			
6612	TRAFFIC RELATED - SIGNALS-SIGNS OUT	2			
6614	TRAFFIC RELATED - OTHER TRAFFIC	1			
6690	TRAFFIC RELATED SERVICES - REPORTS	1			
7002	NOTIFICATION - COMMUNITY DEVELOPMENT	1			
7008	NOTIFICATION - SEWER DEPT.	1			
7014	PUBLIC SERVICE - OTHERS (OFFICER ASSIST)	4			
7502	ASSIST OTHER AGENCIES - FIRE DEPT.	1			
7506	ASSISTING OTHER AGENCIES - ALL OTHERS	1			
8000	BURG/HOLDUP/PANIC ALARM - CIT ISSUED	3			
8001	BURG/HOLDUP/PANIC ALARM - NO CITATION	109			
8002	FIRE/MEDICAL ALARM - CITATION ISSUED	1			
8003	FIRE/MEDICAL ALARM - NO CITATION	31			
8004	ANY ALARM- SEVERE WEATHER- NO CITATION	2			
9000	ANIMALS - DOG COMPLAINTS	4			
9002	ANIMALS - ALL OTHER	8			
9003	ANIMALS-BITES	1			
9005	ANIMALS - ALL INVOLVING DEER	2			
9007	ANIMALS-CAT COMPLAINTS	1			
9038	K-9 ASSIST	8	2		
9040	ASSIST LOWER MERION PD	4			
9041	ASSIST HAVERFORD PD	0	1		
9045	ASSIST TREDYFFRIN PD	2			
9047	ASSIST PSP	1			
9050	ASSIST SICK/INJURED	112	1	1	
9051	ASSIST AMBULANCE	7	1		
9052	ASSIST OTHER POLICE DEPARTMENT	3			
9966	SELECTIVE ENFORCEMENT-CITATION ISSUED	152	2		
9968	SELECTIVE ENFORCEMENT-WARNING ISSUED	44			
9970	SELECTIVE ENFORCEMENT-NO ISSUANCE	63			
9972	MOTOR OFFICER ACTIVITY	0	2		
CITN	NON-TRAFFIC CITATION	26			
CITT	TRAFFIC CITATION	388			
Total Calls		1,801			



Radnor Township Police Department
June 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.	\$1,492.00	\$27,373.00	\$87.00	\$2,987.00
Clothing & Furs	\$30.00	\$2,184.00	\$30.00	\$30.00
Locally Stolen Motor Vehicles	\$0.00	\$69,000.00	\$0.00	\$0.00
Office Equipment	\$925.00	\$10,518.00	\$0.00	\$200.00
Televisions, Radios, Cameras	\$0.00	\$1,900.00	\$0.00	\$200.00
Firearms	\$0.00	\$0.00	\$0.00	\$0.00
Household Goods	\$7,324.00	\$10,709.00	\$0.00	\$55.00
Consumable Goods	\$0.00	\$0.00	\$0.00	\$0.00
Jewelry & Precious Metals	\$45.00	\$72,095.00	\$45.00	\$45.00
Livestock	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$450.00	\$42,187.00	\$0.00	\$0.00
Total Property Value	\$10,266.00	\$235,966.00	\$162.00	\$3,517.00

Radnor Township Police Department
June 2016 Crime Report

CLASS 1 Offenses							
Offense	Inc 6/16	Inc YTD 16	Cir'd 6/16	Cir'd YTD 16	Inc YTD 15	Cir'd YTD 15	Inc YTD 16 to 15
Criminal Homicide	0	0	0	0	0	0	0
Forcible Rape	0	1	0	1	0	0	1
Robbery	0	0	0	0	0	0	0
Assault	0	26	1	15	16	5	10
Burglary	3	22	0	2	15	0	7
Larceny	20	128	2	8	116	6	12
Auto Theft	0	2	0	0	8	1	-6
Arson	0	0	0	0	0	0	0
Total Class 1 Off.	23	179	3	26	155	12	24
CLASS 2 Offenses							
Vandalism	9	64	0	0	46	0	18
Illegal Drugs	5	41	5	26	46	32	-5
DUI	2	21	8	23	30	26	-9
Disorderly Conduct	5	59	5	24	45	7	14
Fraud Related	12	93	0	0	113	0	-20
Underage Drinking	0	12	1	11	20	13	-8
All Other Class 2	6	49	7	35	48	27	1
Total Class 2 Off.	39	339	26	119	348	105	-9
Grand Total	62	518	29	145	503	117	15

TOWNSHIP OF RADNOR
Minutes of the Meeting of June 13, 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

Philip Ahr, President	Elaine Schaefer	Donald Curley
Luke Clark, Vice President	John Nagle	Richard F. Booker arrived @ 8:30 PM
James C. Higgins		

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

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

Notice of Executive Session on June 13, 2016

All commissioners were in attendance at the June 13, 2016 executive session; where matters of real estate and litigation were discussed.

Commissioner Ahr asked for everyone to stand for a moment of silence for all of the victims in Orlando and their families.

1. Consent Agenda

- a) Disbursement Review and Approval: 2016-05C, 2016-05-D, 2016-05E, 2016-06A
- b) Approval of Minutes of the Board of Commissioners meeting of May 9, 2016 and May 23, 2016
- c) Staff Traffic Committee Meeting Minutes – May 18, 2016
- d) Resolution #2016-68 – Authorizing the sale of surplus parking meters in accordance with Ordinance #2012-04
- e) Motion authorizing capital lease financing RFP's for certain Public Works vehicles (as included in the capital plan)
- f) Motion Authorizing the Receipt of Sealed Bids for the Annual Pruning & Tree Removal Contract
- g) Resolution #2016-67 – 227-229 Plant Avenue – Sewage Facilities Planning Module

Mr. Zienkowski requested that item d to be tabled from the agenda. Commissioner Schaefer made a motion to approve the consent agenda excluding item d, seconded by Commissioner Clark. Motion passed 6-0 with Commissioner Booker absent.

2. Public Participation

Sara Pilling, Garrett Avenue – She commented in regards to the Public Safety Seminar that the League of Women Voters held.

Christina Perrone – She commented in regards to the process that the Township is taking in regards to the Willows.

3. Committee Reports

FINANCE & AUDIT

A. Resolution #2016-73 - Board acceptance of 2015 Comprehensive Annual Financial Report and Independent Audit's Report

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

Mr. Tate gave a brief background of the 2015 Comprehensive Annual Financial Report. There was a brief discussion amongst members of CARFC (Ed Caine and Mark Blair) and Commissioners in regards to the audit report. The Commissioners have thanked Mr. Zienkowski, Mr. White and Mr. Tate for their countless hours. Mr. Zienkowski thanked CARFAC and the Board of Commissioners for their involvement.

Public Comment

Christina Perrone – She commended Mr. Zienkowski and Mr. White for an outstanding job and suggested possibly organizing a citizen group similar as CARFAC for the Willows.

Commissioner Ahr called the vote, motion passed 6-0 with Commissioner Booker absent.

B. Discussion and Consideration by the Board for the Execution of a Grant Application to the Pennsylvania Department of Community and Economic Development for the Radnor Township TAP Trail

Commissioner Schaefer gave a brief overview of the grant application.

Commissioner Schaefer made a motion to give direction to staff to execute the grant application for the PCED Radnor Township TAP Trail, seconded by Commissioner Higgins.

There was a brief discussion amongst the Commissioners for clarification of the grant.

Commissioner Ahr called the vote, motion passed 6-0 with Commissioner Booker absent.

PERSONNEL & ADMINISTRATION

C. Discussion from the Board of Commissioners on the Willows RFP

The board discussed at length the future of the mansion of the Willows. There was an in depth discussion amongst the Commissioners and staff in regards to the following items: will the Mansion and the surrounding area remain predominantly and primarily park and recreation use; the Mansion and surrounding area to remain a public facility; preserve the mansion without

burdening the taxpayer; maintaining the public use and access of the building; public/private partnership; catering facility; whether to move forward with a new RFP; ways to find a low-impact use for the building and the costs to maintain the mansion at its current condition. Mr. Zienkowski also discussed that discussions about the Willows began in 2011 and that there has been a lot of conversation since then. He also commented that the \$120,000 is not the number but rather it costs the township about \$50,000 a year for utilities and maintenance for the structure.

Public Comment

Sara Pilling – She commented the residents have three proposals on the table that would be quashed by allowing a marketing company to draft an RFP. Other proposals are for township nonprofits to take it over or for a cultural center. She asked the Commissioners to wait until September or October to give the residents more time to develop their plans.

Doug McCone – He commented that a committee of resident experts could check out the mansion and give recommendations for repairs and costs as well as a building valuation.

Leslie Morgan, Farm Road – She commented that she is in support of hiring a broker as well as a private/public partnership.

Joe Reiser, Villanova – He commented that his sample size that he has received is that the Willows remain as a public use.

Tony Gargano, St. Gabes Court – He inquired about what the threshold of money the residents and Township is willing to spend.

Georgette McCauly, Villanova – She commented that if the Township removes the public/recreation use in the Mansion then it changes the atmosphere of the park.

Christina Perrone – She commented about what the real costs that it takes to maintain the mansion as well as her support to keep the mansion as public land and for public use. She also suggested putting the issue to a public referendum in November and that the Board should share the legal opinion from solicitor Rice with the public.

Roberta Winters, League of Women Voters – She read a statement on behalf of the League of Women Voters on their position of the Willows.

Mr. Rice, Township Solicitor, commented about the legal standing of the future of the Willows. He commented that the Willows was not condemned when acquired in 1973 but transferred in lieu of condemnation which is a legal difference.

Commissioner Curley discussed the following points that the options he sees that the Township has are: Option 1 - No action (what does it cost us now); Option 2 - Conventional Demolition (replace it with lawn); Option 3 - Selective Restoration (the Rick and Sara idea); Option 4 - First Floor Rehab (Phil's idea); Option 5 - Way it was in 2000; Option 6 – Full Upgrade (gut inside

and replace with new everything as well as reconfigure in a manner that supports contemporary use)

The Commissioners discussed in depth how to proceed forward with the Willows.

Commissioner Curley made a motion to authorize staff to engage an architect or engineer to help staff develop planning level cost estimates for six (6) scenarios for the Willows which include: Option 1 - No action; Option 2 - Conventional Demolition; Option 3 - Selective Restoration; Option 4 - First Floor Rehab; Option 5 – Cost of returning to 2000; Option 6 – Full Restoration with a not to exceed amount of \$7,500.00; seconded by Commissioner Clark. Motion passed 4-3 (Commissioner Booker having joined the meeting prior to the vote) with Commissioner Higgins, Schaefer and Nagle opposed.

D. Resolution #2016-70 – Authorization to engage Avison Young to represent the Township to lease the Willows Mansion

Commissioner Ahr made a motion to approve, seconded by Commissioner Nagle. There was a brief discussion amongst the Commissioners that this resolution does not need action tonight.

Commissioner Ahr called the vote, motion failed 0-7 with all Commissioners opposed.

E. Discussion and Possible Motion to receive bids for painting, plastering and exterior repairs at the Willows Mansion and Cottage

Commissioner Ahr made a motion to receive bids for painting, plastering and exterior repairs at the Willows Mansion and Cottage, seconded by Commissioner Nagle.

Commissioner Nagle made a motion to amend the original motion to split the bids between the Mansion and the Cottage, seconded by Commissioner Higgins.

Public Comment

Sara Pilling, Garrett Avenue - She requested that the fresco restoration would be included in the bids.

Commissioner Ahr called the vote on the amended motion, motion passed 7-0.

Commissioner Higgins made a motion to receive bids for the painting, plastering and exterior repairs to the Willows Cottage, seconded by Commissioner Ahr. Motion passed 7-0.

There was an agreement that there is no need to proceed with a vote on the Willows Mansion.

COMMUNITY DEVELOPMENT

F. Discussion of PLO Ordinance Amendments

- Penn Medicine version
- RETTEW version

· Don Curley version

Commissioner Higgins has recused himself from this discussion as Penn Medicine is a client of his.

Steve Gabriel from RETTEW presented their version of the PLO amendment. He discussed that since the Board of Commissioners last discussion of this draft Ordinance, the ordinance has been reviewed and discussed at a total of eight (8) Planning Commission meetings starting in July of last year and wrapping up at the Planning Commission's meeting last month. The Planning Commission directed a number of modifications to the ordinance over that period and these will be discussed at your upcoming June 13 meeting. Summary highlights of the ordinance as it stands are listed below:

- Mixed Use Development is being added to the uses permitted in the PLO zoning district to facilitate current market redevelopment in the PLO. A variety of uses fall under the heading of Mixed Use Development. A special set of regulations are being proposed that will only apply to Mixed Use Development. The decision to develop under Mixed Use Development or under the current PLO permitted uses and regulations is a choice that is left up to the applicant.
- A number of new terms and definitions are being added that will only apply to development in the PLO and not across the entire Township.
- Open Space on-site is being increased under Mixed Use Development with a limit of 45% site coverage (thus 55% open space required) as opposed to the 45% required open space under the existing PLO.
- As a trade-off for the increased open space requirement, maximum building height under Mixed Use Development is proposed to be increased to 85 feet.
- To protect existing residential uses adjacent to PLO zoned properties from the increased building height, Mixed Use Development projects must provide a 100 feet wide buffer planting strip where they adjoin a residential use or zone. In addition, facades of Mixed Use Development buildings that face residential uses must shall be stepped back from the required side or rear setback a distance of one (1) foot for every two (2) feet or portion thereof in height over 45 feet. Further, the required front yard setback for Mixed Use Development is 100 feet and shall contain a 75 feet wide landscape strip.
- Density/Intensity of development for Mixed Use Development is regulated through the concept of Traffic Neutrality (see Section 280-65.3.C(1)(a) of the draft ordinance for a description) whereby the amount of traffic projected for a proposed Mixed Use Development must be 5% less than the traffic generated by a general office use of the existing building floor area on a site, based on ITE (Institute of Traffic Engineers) data and methods. This concept is based on feedback from Township officials and particularly Township residents via face-to-face meetings and town hall meetings that identified traffic as the number one concern related to any kind of development in the PLO.

Commissioner Curley commented that his plan would do the following: 1. minimizes change; 2. minimizes uncertainty; 3. provides certain benefits (recognizing benefit is relative); 4. provides for mixed use; 5. considers and addresses concerns of commissioners, citizens, and property owners; 6. provides an alternative to traffic intense uses; 7. preserves the PLO as a zoning district

David Falcone, representing Penn Medicine commented that his clients could get behind Commissioner Curley's draft ordinance with some changes. He discussed their proposed changes to the ordinance. Penn Medicine does not want to increase traffic in that area and suggested they cap floor area and allow for mixed uses to generate less traffic. Under the current ordinance they could not build ambulatory care without getting a zoning variance and those uses, such as outpatient surgery, offer traffic reductions.

There was an in depth discussion amongst the Commissioners and staff in regards to the details of the proposed PLO amendments.

Public Comment

Mark Kaplan, representing Brandywine Realty – He commented in regards to Brandywine's support of Penn Medicine's proposed version as well as commented that Brandywine and Penn Medicine have entered into a letter of intent for Brandywine to build a hotel for Penn Medicine.

Lloyd Goodman, Radnor Racquet Club – He commented in regards to the restrictions that would be placed on his property with the proposed amendment.

Tony Gargano – He inquired about a traffic study and the impact on the Township services.

Commissioner Schaefer made a motion that the Planning Commission considers the ordinance as presented in Commissioner Curley's version with the comments that came out tonight from the Commissioners and the participants in the audience including all of the issues that came out tonight, seconded by Commissioner Nagle.

There was an in depth discussion amongst the Commissioners on whether to include the following items: mix of A&B uses in section 280.63; the definition of ambulatory care and outpatient surgical center; verify that the 7b uses are beneficial to traffic; including the financial subdivision language; evaluating the 10 acre minimum and comment on the appropriateness of the 85 foot height.

Commissioner Curley made a motion to amend the original motion to send the amended ordinance which was proposed by Commissioner Curley to the Planning Commission for review with the following particulars to be considered: mix of uses in list A&B; the definition of ambulatory care; evaluate the effectiveness of the list B uses to reduce traffic; evaluate language regarding financial subdivision or some other mechanism to accomplish that end; evaluate the 85 foot height; to evaluate the 10 acre minimum and age targeted living, seconded by Commissioner Booker. Motion passed 6-0 with Commissioner Higgins abstaining.

Commissioner Ahr called the vote on the original motion as amended. Motion passed 6-0 with Commissioner Higgins abstaining.

G. Motion to authorize execution of Memo of Understanding with Radnor Crossing Apartments to allow temporary parking on the tennis courts at the property

Solicitor Rice commented that Kevin Kochanski was contacted by counsel for the property owner about temporary parking on the tennis courts of their property. In order to do this a memo of understanding needs to be executed. Counsel for the applicant briefly reviewed the memo of understanding and the need for it. There was a discussion amongst the Commissioners in regards to the need for the temporary parking, the reason for a MOU and the objections to the temporary parking provided by the surrounding residents.

Commissioner Higgins made a motion to approve the memo of understanding, seconded by Commissioner Nagle.

Public Comment

Mr. Whistle, St. Paul's Court – He is in attendance on behalf of many of the neighbors and they would like the Commissioners to not authorize the temporary parking. He made a brief presentation demonstrating the neighbors concerns which has been submitted as part of the record.

Mr. Zienkowski asked for the Commissioners hold this item in abeyance for two weeks to allow staff to review the new information which is being presented tonight and also asked the applicant to submit a drawing.

Commissioner Curley made a motion to extend the meeting 20 minutes, seconded by Commissioner Clark. Motion passed 5-2 with Commissioner Booker and Nagle opposed.

There was further discussion amongst the Commissioners, applicant and resident in regards to the proposed temporary parking.

Commissioner Curly made a motion to table, seconded by Commissioner Clark. Motion passed 7-0.

H. Appeal of DRB Decision 2016-27 by the owner/applicant, Five Below, Inc.

Debbie Sholski, representing Five Below briefly described the appeal. Five Below is proposing to lease space in the storefront previously occupied by City Sports and is proposing certain signage consisting of one (1) wall sign and the change of copy of the two (2) existing pylon signs to remove and replace the prior City Sports copy with the Five Below copy.

The Applicant respectfully disagrees that the condition is proper because the proposed sign is compliant with all the applicable Zoning Ordinance requirements and there is no requirement limiting the lettering height to 22" and in addition that the signage is compliant with the Zoning Ordinance, the Applicant believes the proposed lettering height is necessary because of the existing vegetation and visibility issues in proximity to the roadways. The Applicant also

believes the proposed signage is consistent and in keeping with the other surrounding signage in the shopping center as well as in the surrounding area. The tenant space proposed to be occupied by Five Below is the largest tenant space in the shopping center and contains the widest storefront within the shopping center. Five Below will be the anchor tenant in the Shopping Center. As previously mentioned, Five Below had reduced the overall square footage of the sign area to be compliant with the Zoning Ordinance from its prototypical type where other locations have a larger sign area. The lettering limitation height of 22" as recommended by the Design Review Board would be the smallest lettering that Five Below would have at any of its locations within Pennsylvania and New Jersey. All but one of its other locations has a lettering height of 36 inches to 42 inches.

There was a brief discussion amongst the Commissioners and staff.

Commissioner Curley made a motion to approve the Appeal, seconded by Commissioner Schaefer.

Commissioner Higgins made a motion to extend the meeting 15 minutes, seconded by Commissioner Clark. Motion passed 6-1 with Commissioner Booker opposed.

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

PUBLIC WORKS & ENGINEERING

I. 223 Radnor Chester Road– Requesting a waiver from §245-22, §245-23, and §245-25 of the Stormwater Management Requirements

Mr. Zienkowski commented that staff is in full support of the proposed waiver and thanked the resident for trying all options prior to seeking a waiver.

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

J. 663 Conestoga Road – Requesting a waiver from §245-22 of the Stormwater Management Ordinance for infiltration

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

K. Resolution #2016-71 - Award of the Design Contract for the Stormwater Management Facility at Banbury & Francis Avenue

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

PARKS & RECREATION

Commissioner Nagle commented that the Parks Board meeting was cancelled last week. He also announced the Great American Campout which will be held on June 25, 2016 at the Willows.

PUBLIC SAFETY

Superintendent Colarulo announced that on June 20th there will be a Public Safety meeting as well as June 29th an Active Shooter Situation meeting.

LIBRARY

Commissioner Booker commented that there will be a meeting on June 16, 2016.

PUBLIC HEALTH - None

Old Business - None

New Business - None

Public Participation

Rick Leonardi – He commented in regards to latest memo which was received from the Delaware Riverkeeper to the DEP regarding the headwaters and sources of Valley Run. He read into record the email in which was received.

There was a brief discussion amongst the Commissioners and staff on how to proceed. There was unanimous consent that Mr. Norcini will follow up with Villanova University and report back to the Board.

Jane Galli – She commented in regards to the above mentioned headwaters.

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

Respectfully submitted,

Jennifer DeStefano

TOWNSHIP OF RADNOR
Minutes of the Meeting of June 27, 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

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

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

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

Notice of Executive Session on June 27, 2016

All commissioners were in attendance at the June 27, 2016 executive session; where matters of personnel, real estate and litigation were discussed.

1. Letter of Commendation – Officer Mark Bates – CPR/AED Training Classes

Superintendent Colarulo presented Officer Mark Bates with a Letter of Commendation that throughout the entire month of May 2016, Officer Mark Bates instructed classes in Cardiopulmonary Resuscitation (CPR) for infants, children and adults to any and all Radnor Township employees and Radnor Commissioners who requested this training. The classes included training on the operation and use of the Automated External Defibrillators (AED); including compressions, ventilations, defibrillator use, and relief of choking and general emergency to save a life.

2. Consent Agenda

- a) Disbursement Review and Approval: 2016-06B, 2016-06C, 2016-06D*
- b) Acceptance of Monthly Department Reports*
- c) Staff Traffic Committee Meeting Minutes – June 8, 2016*
- d) Resolution #2016-69 - Authorizing the execution of a grant application to DCED for the Radnor Township TAP Trail*
- e) Resolution #2016-74 – Resolution #2015-63 Application for County Aid For Allocation of Delaware County Liquid Fuels Tax Funds*
- f) Resolution #2016-80 Amending the Fee Schedule*
- g) Resolution #2016-75 - Approving An Easement Agreement Upon And Across 961 Wootton Road*

- h) Resolution #2016-76 - Award of the Contract for the Courtney Road Sanitary Sewer Project*
- i) Resolution #2016-77 - Award of the Contract for the Mill Road Culvert Replacement*
- j) Motion to reject the bid for the sale of surplus parking meters. Denial of the bid is due to less than the surplus parking meters fair market value. Authorization to rebid the sale of surplus parking meters*
- k) Resolution #2016-81 - Authorizing the Township Manager to enter into a three-year agreement with Cintas for Public Works uniforms*

Commissioner Schaefer requested for Item f to be removed from the Consent Agenda.

Commissioner Clark made a motion to approve with the exclusion of item f, Commissioner Nagle seconded. Motion passed 7-0.

f. Resolution #2016-80 - Amending the Fee Schedule

Commissioner Schaefer requested more information in regards to the late fee. Mr. Zienkowski, Township Manager explained the late fee was established in 2013 at \$120. This amendment is actually reducing the late fee amount to \$100 if paid within 31 days of the due date and then jumps to \$150 if late after the 31st day. Last year there were over 100 renewals that were late. It takes a tremendous amount of staff time tracking down those that are late and getting the renewals in. Renewals notices are sent out at least a month before the deadline and the renewal deadline is the same date every year.

The fee was not established as a way to collect revenue. Rather it is in place to act as a deterrent to late filers and encourage them to renew on time. Several of those that were assessed the late fee last year actually renewed their license before the renewal notices even went out this year. There was a brief discussion amongst the Commissioners and staff.

Public Comment

Leslie Morgan, Farm Road – She commented that she is in support of the late fees.

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

3. Announcement of Vacancies on Various Boards and Commissions

Commissioner Ahr announced that there are the following vacancies on various Boards and Commissions:

Board of Health - 1 Vacancy

Design Review Board - 1 Vacancy

Shade Tree Commission - 1 Vacancy

Vacancy Board - 1 Vacancy

Interested residents should submit their resumes to Mr. Robert Zienkowski, Township Manager Radnor Township, 301 Iven Avenue, Wayne, PA 19087 or by email rzienkowski@radnor.org

Commissioner Nagle encouraged residents to submit their letter of interest even if there is not a current vacancy.

4. Public Participation

Kim Crews-Englehart - She invited all Commissioners to walk in the Garrett Hill 4th of July Parade and to be at Clem Macrone Park by 10:30 a.m. Radnor Township, along with members of the Garrett Hill Community, will host an official groundbreaking at 12:15 PM to celebrate the upcoming start of construction for the Clem Macrone Park Improvement Project! We will meet inside the park entry gate near the pine trees, after the parade.

Sara Pilling, Garrett Avenue – She inquired if the residents can receive CPR certified.

Superintendent Colarulo commented that the Police Department had offered a CPR class a few years back and he will look into offering a CPR class for residents.

5. Committee Reports

FINANCE & AUDIT

A. Report to the Board of Commissioners – Fire/EMS (Radnor Fire Company to Attend)

Robert Tate, Assistant Finance Director gave a presentation in regards to Radnor Fire Company Ambulance Division, Financial Analytics at the following

link <http://www.radnor.com/AgendaCenter/ViewFile/Agenda/06272016-1015> on page 43.

Eamon Brazunas, Administrative Director – Radnor Fire Company gave a brief background of the Fire/EMS status and goals. There was an in depth discussion amongst the Commissioners and Radnor Fire staff. It was agreed amongst the Commissioners that staff will continue to work with Radnor Fire - Ambulance Division to find how to proceed and possible solutions.

Public Comment

Leslie Morgan, Farm Road – She commented about the amount of gross uncollectable money was initially put over and how much was collected.

Carolyn Allen, Senator Leach’s Office – She commented that she would be happy to orchestrate a meeting with the Township and Fire Company with members of her office.

PUBLIC WORKS & ENGINEERING

B. Resolution #2016-78 - Authorization to Reject Sealed Bids Received for the Radnor Memorial Library Expansion and Upgrade, and Authorization to Re-bid

Martin Kimmel explained that the bids received on the RML expansion and renovations are well in excess of the amounts budgeted. Unfortunately, because of Pennsylvania Law regarding bidding, Multi-Prime Contracts and the so called Prevailing Wage rules, Municipal projects are quite risky, and the final cost is not known until the last possible minute.

The construction cost estimates prepared by a third party included contingency for these risks, however the actual bids received consumed such contingencies and more. Since the receipt of the

bids, a variety of research has been conducted within the bidding rules to dissect the bids in hope of determining the cause. Here are the basic conclusions and recommendations:

1. We are recommending that the bids be rejected and that the project be rebid with some scope modifications that follow.
2. First, market conditions at the time of bidding turned out to be extremely unfavorable to the project and other projects being bid over the last 2-3 months. A symptom of a recovering robust economy following and extreme downturn is that the Subcontractor Market is over worked and understaffed. Thus the pricing in all subcontracts (which make up about 85% of the project cost) has spiked. This is believed to be the primary issue for this project and it is hoped and believed to be temporary in nature such that a rebid will likely come closer to normal. There is no way to guarantee that the market will recover fully, but our hope and expectation is that it will absorb a substantial part of the gap.
3. Second, the bidding coincided with the Public School Market “Summer Work” which has the same public, low-bid contractors in their peak season. A fall rebid will correct for this.
4. Additional scope was added through the Township approval process at the very end of the project including:
 - Storm Water / Rain garden requirements
 - Clearance height requirements for Addition
 - Reduced number of columns in parking lot
 - Fire Department Connection and Standpipe system
5. We are scouring the project for any other design scope that was added during the final stages to correct as needed.
6. We will be looking for Value Engineering and scope reductions that can be implemented that do not affect the overall usability of the project.
7. As a last tool, we will identify other scope items that can be held out as bid alternates to control the final cost that will include among other things, isolating one or more of the additions.

There was a brief discussion amongst the Commissioners, Mr. Kimmel and staff. Commissioner Higgins made a motion to approve, seconded by Commissioner Booker. Motion passed 7-0.

C. Ordinance #2016-08 – (Introduction) - Amending Certain Provisions Of Ordinance 1987-19 As Incorporated In The Radnor Township Code Under Article I “County Disposal Agreement,” §240-11.C. “Joint Cooperation Agreement,” Subsection C. To Renew Its Agreement With The County Of Delaware, Pennsylvania For Regulating The Disposal Of Municipal Solid Waste From The Township Set To Expire On April 7, 2017 For An Additional Twenty-Five (25) Years

Mr. Norcini explained that the Delaware County Solid Waste Authority has contacted the municipalities that use their solid waste facilities in regards to an extension of their disposal contract. They County is requesting that we amend our current ordinance to extend our contract

for an additional twenty five years starting in 2017. This allows the County to plan for future needs, and provides the Township with a stable means of disposing of solid waste. The contract can be cancelled, should the Township wish to do so, as noted in the Ordinance. Solicitor Rice has prepared the Ordinance based on the Township's and County's requirements.

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

Public Comment

Sara Pilling, Garrett Avenue – She suggested that we need to educate more about recycling in particular to the student rentals.

There was a brief discussion amongst the Commissioners and Staff.

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

D. Resolution #2016-79 - Award of the Design of the Highview Outfall Project

Mr. Zienkowski commented that he would ask for the Board to vote not in favor of the above referenced resolution as it is proposed to award the project to CH2M and it was his understanding that they would not be awarded any work because they are the firm that oversees the Stormwater Management Program in the Township. There was a brief discussion amongst the Commissioners and staff in regards to it being an organizational conflict of interest.

After a brief discussion, the Board chose to take no action on the above resolution.

E. Update on the School Lane/Radnor Middle School/ South Wayne Avenue Storm Sewer Design Project, from Gannett Fleming

Roger Phillips, Township Engineer explained that based upon the result of the due diligence investigation, the following conclusions are made to Radnor Township:

1. There are at least 16 utility crossings that would need to be resolved to achieve the proposed connection. Many of the utility owners have indicated that their historical records are insufficient with regards to existing depths and would require the Township to complete a subsurface investigation to confirm/identify the missing information at the cost of the Township.
2. The utility conflicts involving Verizon and AT&T would involve the relocation of fiber optic duct banks, and these utility are typically not inclined to relocate their facilities due to the significant costs involved. The fiber optic duct banks cross School Lane to the west of the existing inlet leading into the Middle School system. Any proposed storm sewer alignment that connects into this inflow point would be impacted by this crossing.
3. Per the CH2M memorandum, the proposed 36" RCP storm sewer connection would reduce the 2-year, 24-hour flood volume in the vicinity of the Middle School by around 65%. Due to the above mentioned site constraints, reducing the size of the conveyance piping may be a future alternative that the Township may wish to consider. Please note that we would not recommend

reducing the size of the conveyance pipe without further study of the model prepared by CH2M to determine the relative effect on flood volume. Even without the benefit of the CH2M model, we would expect that any reduction in the conveyance piping diameter would result a smaller percentage of the 2-year, 24-hour storm flood volume being managed. Additionally, the reduced size conveyance piping will require many of the same utility conflicts to be resolved.

At this time, we would not recommend the implementation of this project and creating design documents for Radnor Township due to the anticipated expense of the utility relocation while reducing the realized Stormwater benefit. There was a discussion amongst the Commissioners and staff in regards to the findings by Gannett Fleming. Mr. Zienkowski commented that there have been studies since 1920 and he is not sure of any projects that have been done since that time, there has to be a time that we stop spending tax payer money on continuing to look and try to push this through.

Commissioner Higgins made a motion that it is the sense of the Board of Commissioners that further engineering and study of the School Lane/Radnor Middle School/South Wayne Avenue Storm Sewer Design Project is not warranted and therefore staff and consultants shall spend no more time or money on said project as detailed in the Gannett Fleming memo of June 22, 2016, seconded by Commissioner Curley. Motion passed 4-3 with Commissioners Booker, Ahr and Schaefer opposed.

PUBLIC SAFETY

Commissioner Schaefer announced that Wednesday, June 29th at 6:30 PM here at the Township Building there will be an Active Shooter Seminar. Members of the Radnor Police Department will present the following discussion topics:

- Ideology and Methodology of the Active Shooter
- Lone Wolf Attack Theories
- Radnor Police Department Responses to an Active Shooter Event
- What should you do if you are involved in an Active Shooter Event

LIBRARY

None

PUBLIC HEALTH

Commissioner Nagle commented that Larry Taltoan has been providing excellent briefs which have been released by the State Department of Health on the Zika Virus. The material is available on the State website as well as a link will be added on the Township website.

PERSONNEL & ADMINISTRATION

None

COMMUNITY DEVELOPMENT

None

PARKS & RECREATION

Commissioner Nagle announced that there is an upcoming Clem Macrone Park groundbreaking on Monday, July 4th at 12:15 PM. There was also an excellent turnout at the Great American Backyard Campout this past weekend.

Old Business

None

New Business

Commissioner Nagle commented that he has received phone calls about Radnor Township not having an electronic recycle event. Staff will look into the possibility of hosting an event.

Sara Pilling commented that MOM's in Lower Merion hosts an electronic collection each year in the spring.

Commissioner Higgins commented about the sidewalk on Lancaster Avenue beginning around the Bateman Gallagher Post to Chamonix Road that is in desperate need of repair.

Public Participation

None

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

Respectfully submitted,

Jennifer DeStefano

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: KOCHAR ARVIND K & AJAY S
OWNER ADDRESS: 6919 AMBER LA, CARLSBAD, CA 92009
ADDRESS OF PROPERTY: 414 RADNOR STREET RD , WAYNE PA 19087
APPLICATION NUMBER: HARB-2016-09

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

Amending previous HARB decision (HARB-2016-07) with regards to the rear addition and garage

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

NOTES AND/OR CONDITIONS OF APPROVAL:

Approved as submitted.

ISSUED: Monday, July 18, 2016

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

Philip M. Ahr, President

**RESOLUTION 2016-72
RADNOR TOWNSHIP**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE PURCHASE OF BLEACHER EQUIPMENT AND INSTALLATION; REMOVAL OF EXISTING BLEACHERS AND PARTITION WALL; AND INSTALLATION OF SAFETY PROTECTION ON REMAINING PARTITION WALL APPURTENANCES FOR RADNOR ACTIVITY CENTER AT SULPIZIO GYMNASIUM.

WHEREAS, Radnor Activity Center at Sulpizio Gymnasium serves a variety of recreational interests year round for the residents of Radnor Township; and

WHEREAS, the facility and corresponding recreational pursuits at the facility are delivered by Radnor Township in the safest and most responsible manner; and

WHEREAS, the existing bleachers and apparatuses are more than 50 years old, are not in compliance of existing standards for Americans with Disabilities, are currently operating in a limited condition that restricts seating capacity in a safe and optimal way, and pose a safety and compliance exposure for the Township; and

WHEREAS, the proposed purchase includes the installation of bleachers and all relevant equipment for one side of the facility (wall attached seat modules, two 50' long banks at 6 rows each, decking, columns, aisle rails, end rails, and friction power equipment); removal of all existing bleacher equipment and the existing partition wall from both sides of the facility; and installation of safety protection on the remaining partition wall appurtenances; and

WHEREAS, the cost of the bleacher equipment and installation; removal of the existing bleachers and the partition wall; and installation of safety protection on the remaining partition wall appurtenances in the amount of \$50,700.00 exceeds the \$7,500 threshold stipulated by the Home Rule Charter Chapter 7.11(D) that requires that any contract in excess of \$7,500 be formally approved by the Board of Commissioners; and

WHEREAS, the Board of Commissioners desires to approve the proposed project for Radnor Activity Center at Sulpizio Gymnasium in accordance with the Home Rule Charter of Radnor Township.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Radnor Township does hereby authorize the purchase of the following from R.J. McCarville Associates, LTD. in the amount of \$50,700.00 for Radnor Activity Center at Sulpizio Gymnasium:

Bleacher equipment and installation - \$24,000.00
Removal of the existing bleachers and partition wall - \$13,700.00
Installation of safety protection on the remaining partition wall appurtenances - \$15,700.00
Less discount for completion of all phases - (\$2,700.00)
TOTAL AMOUNT - \$50,700.00

SO RESOLVED this 18th day of July, 2016.

RADNOR TOWNSHIP

By:

Name: Philip M. Ahr
Title: President

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

Radnor Township

PROPOSED LEGISLATION



DATE: July 12, 2016
TO: Board of Commissioners
FROM: Tammy Cohen, Recreation & Community Programming Director

④

LEGISLATION: Resolution #2016-72 Authorizing the Purchase of Bleacher Equipment and Installation; Removal of Existing Bleachers and Partition Wall; and Installation of Safety Protection on Remaining Partition Wall Appurtenances for Radnor Activity Center at Sulpizio Gymnasium.

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

PURPOSE AND EXPLANATION: Request is being made to authorize the approval of a purchase for the bleacher equipment and installation, along with the removal and disposal of the existing bleacher equipment and partition wall and installation of safety protection on the remaining partition wall appurtenances at Radnor Activity Center at Sulpizio Gymnasium. This purchase includes the installation of the bleachers and all relevant equipment for one side of the facility (wall attached seat modules, two 50' long banks at 6 rows each, decking, columns, aisle rails, end rails, and friction power equipment); removal and disposal of all existing bleacher equipment and the existing partition wall from both sides of the facility; and the patching of holes and installation of safety protection (rigid Korogard sheets) on the remaining partition wall bulkhead above the folding partition track.

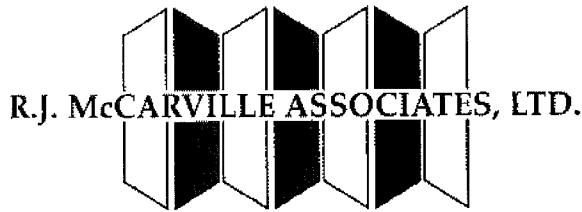
The existing bleachers and apparatuses are more than 50 years old, are not in compliance of existing standards for Americans with Disabilities, are currently operating in a limited condition that restricts seating capacity in a safe and optimal way, and pose a safety and compliance exposure for the Township. This, along with the corresponding repair to the partition wall bulkhead, are important purchases to preserve the asset and to maintain the high-level of active, recreational play that occurs inside the facility for the residents of Radnor Township who use the facility on a year-round basis.

Because the cost of this project exceeds the threshold stipulated by the Home Rule Charter Chapter 7.11 (D) that requires any contract in excess of \$7,500 be formally approved by the Board of Commissioners, this request is being made.

IMPLEMENTATION SCHEDULE: Approval of the purchase of the bleacher equipment and installation; removal of the existing bleachers and partition wall; and installation of safety protection on the remaining partition wall appurtenances at Radnor Activity Center at Sulpizio Gymnasium will entail the following approximate schedule: Final approval, final documentation exchanged, equipment order and delivery – approximately 6 weeks; site preparation and installation – approximately two weeks pending any unforeseen circumstances; final completion of the entire project is expected to be by the end of October 2016.

FISCAL IMPACT: The cost of the bleacher equipment and installation; removal of the existing bleachers and partition wall; and installation of the safety protection on the existing partition wall appurtenances as proposed by R.J. McCarville Associates, LTD. totals \$50,700.00. This cost would be funded through the Radnor Township Capital Fund along with offsets in amount of \$5,600.00 from a contribution provided by the Raider Basketball Club and approximately \$1,500.00 from the remaining balance in an obsolete Police Athletic League fund (per Resolution 2012-23).

RECOMMENDED ACTION: I would like to respectfully request that the Board approve Resolution #2016-72 authorizing the purchase of bleacher equipment and installation; removal of the existing bleachers and partition wall; and installation of safety protection on the remaining partition wall appurtenances at Radnor Activity Center at Sulpizio Gymnasium from R.J. McCarville Associates, LTD. in the amount of \$50,700.00.



1318 East High St, Pottstown, PA 19464
610-327-8995 (P)
610-327-8592 (F)
www.rjmccarville.com

June 12, 2016

Ms. Tammy Cohen
Radnor Township Parks & Recreation
301 Iven Avenue
Wayne, PA 19087

RE: Sulpizio Gym – Revision 2

Dear Tammy:

Below is a break down for the proposed work.

PHASE I – Proposal 16-0236-PGR Remove and dispose all existing bleachers (Wayne seating @ 8 units x 9 row)	\$ 8,500.00
PHASE II – Proposal 16-0232-PPR Remove and dispose all existing partition panels including track	\$ 5,200.00
PHASE III – Proposal 16-0234-PGR Furnish and install new bleachers	\$24,000.00
PHASE IV – Proposal 16-0364-PPR Furnish and install Korogard	\$15,700.00
Total Phases I, II, III, IV	\$53,400.00
Discount if all Phases are completed at the same time	<\$2,700.00>
Total	\$50,700.00

Should you have any questions, please feel free to contact me. We appreciate your business and thank you for allowing us the opportunity to serve you.

Very truly yours,
R. J. McCarville Associates, Ltd.

Brian R. Jacobe

Brian R. Jacobe

BRJ/nlg



1318 East High St, Pottstown, PA 19464
610-327-8995 (P)
610-327-8592 (F)
www.rjmccarville.com

Proposal

TO: Ms. Tammy Cohen
Radnor Township Parks & Recreation
301 Iven Avenue
Wayne, PA 19087

Proposal #: 16-0236-PGR
Date: March 30, 2016
Customer ID: 1179
Project: Sulpizio Gym
Telescopic Gym Seating

DESCRIPTION:

Furnish all labor and material required to remove and dispose of the existing Wayne telescopic gym seating associated with the above referenced project.

MATERIAL AND LABOR TO INCLUDE:

1. Removal and disposal of the existing Wayne telescopic gym seating (8 units x 9 row).

NOTE:

1. We have not included any replacement parts other than those specified. Any additional labor and material required will be quoted separately.

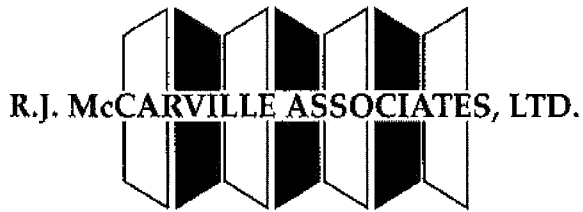
SCHEDULE OF BIDS:

We hereby propose to furnish the labor and material as specified above for the sum of: ***** \$8,500.00

Proposal prepared by: Brian R Jacobe
brian@rjmccarville.com

This is a proposal on the goods named, subject to the conditions noted below:
Net amount due 30 days after completion • Past due balances are subject to Finance Charge of 1-1/2% per month
Price based on normal working hours of Monday through Friday 7:30 A.M. to 4:30 P.M
Proposal may be withdrawn if not accepted within 45 days.

To accept this proposal and the terms as set forth herein, please sign below and return:



1318 East High St, Pottstown, PA 19464
610-327-8995 (P)
610-327-8592 (F)
www.rjmccarville.com

Proposal

TO: Ms. Tammy Cohen
Radnor Township Parks & Recreation
301 Iven Avenue
Wayne, PA 19087

Proposal #: 16-0232-PPR
Date: March 30, 2016
Customer ID: 1179
Project: Sulpizio Gym
Hufcor Partition

DESCRIPTION:

We propose to remove and dispose of (1) existing Hufcor electrically operated folding partition located in the gymnasium of the above referenced project.

WORK TO INCLUDE:

1. Remove all existing panels, wall jambs and floor tracks.
2. Remove all overhead track, motors, and track enclosures.
3. Dispose of all materials listed in Items 1 and 2 above.

NOTE:

1. Price does not included touching up paint on walls or ceiling trusses as may be required.
2. We have not included any work other than that specified. Any additional labor and/or material required will be quoted separately.

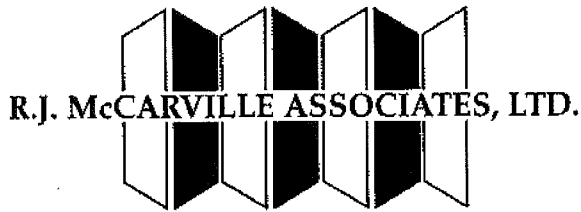
SCHEDULE OF BIDS:

We hereby propose to furnish the labor and material as specified above for the sum of: ***** \$5,200.00

Proposal prepared by: Brian R Jacobe
brian@rjmccarville.com

This is a proposal on the goods named, subject to the conditions noted below:
Net amount due 30 days after completion • Past due balances are subject to Finance Charge of 1-1/2% per month
Price based on normal working hours of Monday through Friday 7:30 A.M. to 4:30 P.M
Proposal may be withdrawn if not accepted within 45 days.

To accept this proposal and the terms as set forth herein, please sign below and return:



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610-327-8995 (P)
610-327-8592 (F)
www.rjmccarville.com

Proposal

TO: Ms. Tammy Cohen
Radnor Township Parks & Recreation
301 Iven Avenue
Wayne, PA 19087

Proposal #: 16-0234-PGR
Date: March 30, 2016
Customer ID: 1179
Project: Sulpizio Gym
Telescopic Gym Seating

DESCRIPTION:

Furnish all labor and material required to install new telescopic gym seating in the gymnasium as associated with the above referenced project.

MATERIAL AND LABOR TO INCLUDE:

1. (2) units x (6) rows arranged in (1) bank (Wall attached; forward fold; 10-1/4" seat rise x 22" seat depth).
2. Friction power operation.
3. Sculptured Seat Modules 10".
4. Self-storing end rails (2 x 6 row).
5. Foot level aisles with intermediate steps; Self-storing aisle rails (1 x 6 row).
6. (2) ADA Notchouts 36"W x (1) row (Recoverable).

NOTES:

1. Stands meet IBC-2009 Building Codes.
2. Total seat count (189) based on 18" per seat.

SCHEDULE OF BIDS:

We hereby propose to furnish the labor and material as specified above for the sum of: ***** \$24,000.00

Proposal prepared by: Brian R Jacobs
brian@rjmccarville.com

This is a proposal on the goods named, subject to the conditions noted below:
Net amount due 30 days after completion • Past due balances are subject to Finance Charge of 1-1/2% per month
Price based on normal working hours of Monday through Friday 7:30 A.M. to 4:30 P.M.
Proposal may be withdrawn if not accepted within 45 days.

To accept this quotation and the terms as set forth herein, please sign below and return:



Telescopic Seating System Types: **Wall-Attached (Forward Fold)**

The economical wall attached system is the most typical application of telescopic seating in which the bleachers open in the forward direction. They may be specified with either manual or power operation. The units mount directly to a wall and/or to the floor. Rear cut-outs or truncations may be necessary to accommodate column projections and other obstructions. (For installations over 24 rows, consult factory)

Standard sections offer best economy. Individual sections make up banks of seating. For cost-efficiency, use standard section lengths and minimize the number of sections in each bank. For example, an 100' bank of seating may consist of four (4) 25' sections. Code compliance and all load testing data is based on the longest possible section lengths.

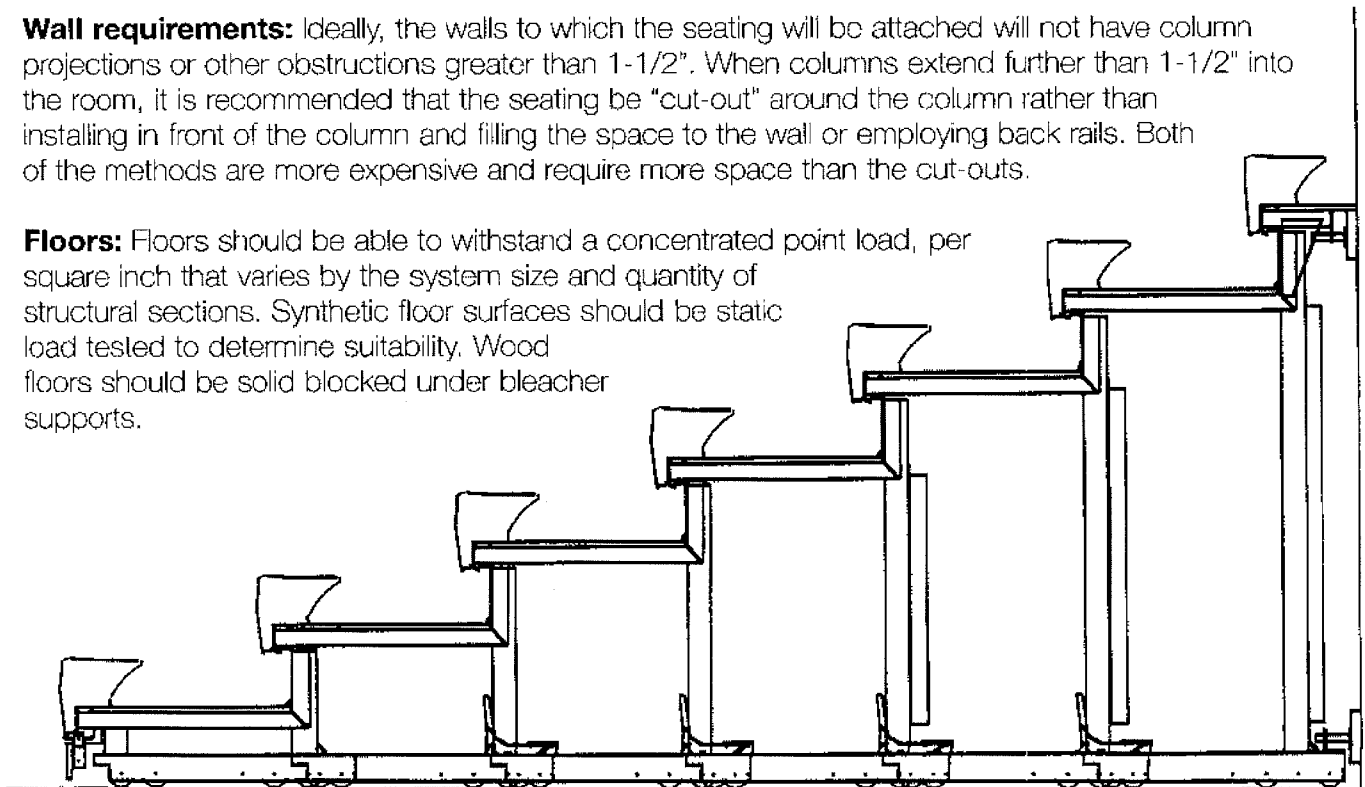
Truncations/Notchouts: These are cut-outs of one or more rows to create space for wheelchair access or to allow for obstructions (columns, portable backstops, etc.) *Please see ADA Planning page in this section*

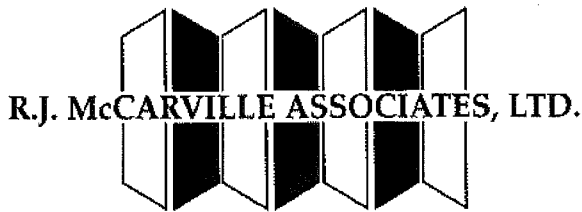
Overhead obstructions: Items such as sidé court backstops, lighting, building truss and duct work should be out of reach of spectators when they are standing on the bleachers. This will eliminate potentially hazardous conditions and provide an unobstructed view for the spectator.

Operating clearance: A distance of 2-1/2" from the end of the bleacher (including rails) to the wall or obstructions is recommended.

Wall requirements: Ideally, the walls to which the seating will be attached will not have column projections or other obstructions greater than 1-1/2". When columns extend further than 1-1/2" into the room, it is recommended that the seating be "cut-out" around the column rather than installing in front of the column and filling the space to the wall or employing back rails. Both of the methods are more expensive and require more space than the cut-outs.

Floors: Floors should be able to withstand a concentrated point load, per square inch that varies by the system size and quantity of structural sections. Synthetic floor surfaces should be static load tested to determine suitability. Wood floors should be solid blocked under bleacher supports.





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610-327-8995 (P)
610-327-8592 (F)
www.rjmccarville.com

Proposal

TO: Ms. Tammy Cohen
Radnor Township Parks & Recreation
301 Iven Avenue
Wayne, PA 19087

Proposal #: 16-0364-PPR
Date: July 6, 2016
Customer ID: 1179
Project: Sulpizio Gym

DESCRIPTION:

Furnish all labor, equipment, materials and tools required to cover the wall located in the gymnasium of the above referenced project.

WORK TO INCLUDE:

1. Furnish and install new rigid vinyl Korogard sheets (4' x 8') to be installed on both sides of the bulkhead above the folding partition track (Total 96 sheets @ .040" thick; customer to select color).
2. Patch holes in the walls as required prior to installation of the new rigid vinyl.
3. New rigid vinyl to be glued to existing wall with adhesive as recommended by the rigid vinyl manufacturer.

NOTE:

1. Price does not included touching up paint on walls as may be required.
2. We have not included any work other than that specified. Any additional labor and/or material required will be quoted separately.

SCHEDULE OF BIDS:

We hereby propose to furnish the labor and material as specified above for the sum of: ***** \$15,700.00

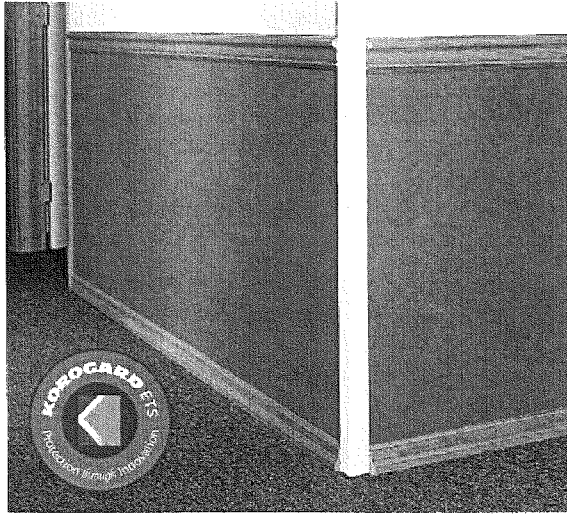
Proposal prepared by: Brian R Jacobs
brian@rjmccarville.com

This is a proposal on the goods named, subject to the conditions noted below:
Net amount due 30 days after completion • Past due balances are subject to Finance Charge of 1-1/2% per month
Price based on normal working hours of Monday through Friday 7:30 A.M. to 4:30 P.M
Proposal may be withdrawn if not accepted within 45 days.

To accept this proposal and the terms as set forth herein, please sign below and return:

Product Description

Korogard® Protective Wallcoverings



Korogard® Protective Wallcoverings are engineered with quality in every detail. **Korogard** Wallcoverings are manufactured using a rigid sheet designed for use in high-traffic areas that are subject to abuse from impact, gouges, and scratches. **Korogard** extends the life cycle of walls and reduces maintenance costs from repairs and repetitive labor like painting.

Korogard Wallcoverings are available in five thicknesses and in sheets or rolls (see **Korogard** Protective Wallcovering section). Protective Wallcoverings can be specified as **Korogard ETS**, sheets which are manufactured with a unique blend of high-performance materials. *ETS* sheets are available in eight select colors with a thickness of .050". A multitude of standard colors are available with standard **Korogard** wallcoverings and custom colors can be created to your specification.

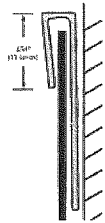
Each **Korogard** sheet is manufactured with color throughout the entire thickness of the sheet so that minor scratches or dents will not be visible. **Korogard** Protective Wallcoverings are designed to coordinate and complement all **Korogard** Wall Protection Products and **Koroseal®** Wallcoverings. Moldings and caulk are available to ensure accurate color matching and a finished look.

KOROGARD PROTECTIVE WALLCOVERING ACCESSORY ITEMS

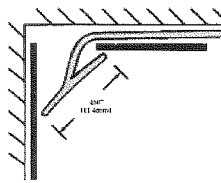
- M082** J-Molding [0.028" (0.71mm)-0.080" (2.03mm)]
- M083** Inside Corner Molding [0.028" (0.71mm)-0.080" (2.03mm)]
- M085** Outside Corner Molding [0.028" (0.71mm)-0.080" (2.03mm)]
- M087** Divider Bar [0.028" (0.71mm)-0.040" (1.02mm)]
- M088** Divider Bar [0.050" (1.52mm)-0.080" (2.03mm)]
- C100** Color-Matched Caulk
- R333** Heavy Pressure Roller

Korogard is chemical- and stain-resistant to prevent discoloration and surface damage from strong cleansing agents. **Korogard** Protective Wallcoverings are fire rated for Surface Burning Characteristics as classified by Underwriters Laboratories, Inc. and meet national building code standards. **Korogard** Protective Wallcovering has achieved Greenguard Children & Schools Certification and meets the requirements of California Indoor Air Quality Specification 01350.

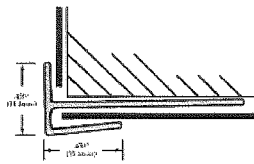
For more information on **Korogard** Protective Wallcoverings, contact your local **Korogard** distributor or call 800-628-0449.



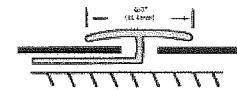
82 J-Molding



83 Inside Corner



85 Outside Corner



87/88 Divider Bar

Public Participation

Q2 Finance Update Report

**TOWNSHIP OF RADNOR
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2016-08

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CERTAIN PROVISIONS OF ORDINANCE 1987-19 AS INCORPORATED IN THE RADNOR TOWNSHIP CODE UNDER ARTICLE I "COUNTY DISPOSAL AGREEMENT," §240-11.C. "JOINT COOPERATION AGREEMENT," SUBSECTION C. TO RENEW ITS AGREEMENT WITH THE COUNTY OF DELAWARE, PENNSYLVANIA FOR REGULATING THE DISPOSAL OF MUNICIPAL SOLID WASTE FROM THE TOWNSHIP SET TO EXPIRE ON APRIL 7, 2017 FOR AN ADDITIONAL TWENTY-FIVE (25) YEARS.

WHEREAS, Delaware County Solid Waste Authority ("SWA") and Radnor Township entered into that certain Ordinance Regulating the Disposal of Municipal Solid Waste from the Municipality; Requiring Disposal at Approved Site; Providing for Licensing of Solid Waste Collectors; Providing for Regulations and Penalties; Entering into a Joint Cooperation Agreement With The County of Delaware, Pennsylvania; and Adopting the Delaware County Solid Waste Management Plan dated July 13, 1987 (the "1987 Ordinance"); and

WHEREAS, SWA and Radnor Township desire to amend certain provisions of the 1987 Ordinance and agree to do so; and

WHEREAS, the parties hereto desire to reaffirm all other provisions of the 1987 Ordinance not specifically amended hereby.

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

SECTION 1. Section 240-11.C. is hereby amended to read as follows:

- C. The term of this agreement shall be for a period of 25 years, and said term shall commence on January 1, 2017. The municipality, at its option, may terminate this agreement with 30 days' written notice to the county, in the event that the municipality will incur substantial costs over and above the costs generally accepted by the other municipalities in delivering municipal solid waste to the county during the term of this agreement, provided that the municipality has first obtained final approval from the Department of Environmental Protection (DEP) for its own plan under the Act or an approval from the Department for a modification that brings the municipality under another plan that has already obtained final approval. It is understood, however, that (upon any such termination of this agreement by the municipality) the county, the

Authority and/or the county's contractor shall be relieved of any responsibility to accept and dispose of municipal solid waste generated within the municipality. It is further understood that any such termination of this agreement by the municipality shall constitute a repeal, whether express or implied.

SECTION 2. All references throughout Chapter 240, Solid Waste regarding the Department of Environmental Resources or DER shall be revised to read Department of Environmental Protection or DEP.

SECTION 3. All other provisions, terms and conditions of the 1987 Ordinance not specifically amended shall remain in full force and effect. SWA and Radnor Township hereby reaffirm the 1987 Ordinance as amended hereby.

SECTION 4. REPEALER

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

SECTION 5. SEVERABILITY

If any clause, sentence, paragraph, section, subsection, part, or provision of this Ordinance is, for any reason, found to be unconstitutional, illegal, or invalid by a court of competent jurisdiction, such unconstitutionality, illegality, or invalidity shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid. It is hereby declared as the intent of the Board of Commissioners of Radnor Township, that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid clause, sentence, paragraph, section, subsection, part, provision, or part thereof not been included therein.

SECTION 6. EFFECTIVE DATE

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

ENACTED AND ORDAINED this _____ day of _____, A.D., 2016.

RADNOR TOWNSHIP

By: _____
Name: Phil Ahr
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

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
KEVIN D. THAYER

* 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:
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JOHN FREDERIC GRIM, OF COUNSEL

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(215) 257-6811
FAX (215) 257-5374

(215) 536-1200
FAX (215) 538-9588

(215) 348-2199
FAX (215) 348-2520

June 30, 2016

VIA ELECTRONIC CORRESPONDENCE

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

Re: Radnor Township – Solid Waste Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the July 8th 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 July 18, 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: Robert A. Zienkowski (w/encl.) – via email
Jennifer Destefano (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, amending certain provisions of Ordinance 1987-19 as incorporated in the Radnor Township Code under Article I "County Disposal Agreement," §240-11.C. "Joint Cooperation Agreement," subsection C. to renew its Agreement with the County of Delaware, Pennsylvania for regulating the disposal of Municipal solid waste from the Township for an additional twenty-five (25) years.

The Board of Commissioners will hold a public hearing on July 18, 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

RESOLUTION NO. 2016-68

RADNOR TOWNSHIP

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING A SANITARY SEWER
INTERCONNECTION AGREEMENT BETWEEN THE TOWNSHIP
OF RADNOR AND THE TOWNSHIP OF LOWER MERION**

WHEREAS, Radnor Township (“Radnor”) and Lower Merion Township (“Lower Merion”) entered into a Sanitary Sewer Interconnection Agreement dated September 29, 1947 which provided for collection and treatment of domestic sewage along County Line Road in both Radnor and Lower Merion; and

WHEREAS, Radnor and Lower Merion entered into an amended Sanitary Sewer Interconnection Agreement on November 17, 1980 providing for additional sewage flows from Radnor into the Lower Merion collection system; and

WHEREAS, Radnor and Lower Merion now desire to provide for additional sanitary sewer collection and treatment from each Township’s respective sanitary sewer system.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby approve the Sanitary Sewer Interconnection Agreement between Radnor and Lower Merion, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

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: Philip M. Ahr
Title: President

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

SANITARY SEWER CONNECTION AGREEMENT

AGREEMENT made this day of , 2016, by and between TOWNSHIP OF RADNOR, a Home Rule Municipality under the laws of the Commonwealth of Pennsylvania (hereinafter called "Radnor"), party of the first part, and TOWNSHIP OF LOWER MERION, a Township of the First Class under the laws of said Commonwealth (hereinafter called "Lower Merion"), party of the second part:

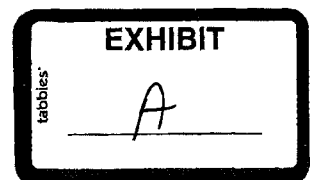
WITNESSETH

WHEREAS there are certain small watersheds in Radnor which abut and drain into Lower Merion where it is not convenient for Radnor to provide sanitary sewer outlets while the sewer system of Lower Merion has or may in the future provide available pipes for the drainage of these areas; and

WHEREAS there are certain small watersheds in Lower Merion which abut and drain into Radnor where it is not convenient for Lower Merion to provide sanitary sewer outlets while the sewer system of Radnor has or may in the future provide available pipes for the drainage of these areas; and

WHEREAS Radnor and Lower Merion have been willing to accept into their respective sanitary sewer systems sewage from the adjoining areas of the other, and initially entered into an agreement to do so dated September 29, 1947 (the "Initial Agreement"); and

WHEREAS, the Initial Agreement was amended by agreement dated November 17, 1980 to add an additional location (Matsonford Road) from which Lower Merion was willing to accept sewage and to provide that Lower Merion would be compensated for sewage treatment from that location at the rates normally charged to other Lower Merion residents.



NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter set forth, the parties hereto, each intending to be bound hereby, agree that the prior agreements of the parties with respect to the acceptance into their respective systems of sanitary sewage flow are hereby amended in their entirety to provide as follows:

1. Lower Merion agrees to accept into its sanitary sewer system all domestic sewage from all buildings now erected or hereafter to be erected in the aforesaid watersheds of Radnor which abut on the line dividing Lower Merion from Radnor at such points as may be found necessary, subject to the approval of both parties hereto. ("Radnor Connections")

2. Radnor agrees to accept into its sanitary sewer system all domestic sewage from all buildings now erected or hereafter to be erected in the aforesaid watersheds of Lower Merion which abut on the line dividing Radnor from Lower Merion at such points as may be found necessary, subject to the approval of both parties hereto. ("Lower Merion Connections")

3. The parties hereby ratify and confirm that the existing Radnor and Lower Merion Connections into their respective systems have heretofore been approved by both parties.

4. Radnor Township has approved a development project submitted by Villanova University which will result in an additional 240,000 gallons per day of sewage flow requiring an additional 600 EDUs of capacity (240,000 GPD/400 GPD/EDU) and has requested Lower Merion's approval to accept that flow. Lower Merion agrees to accept that additional sewage flow upon approval by the Lower Merion Township Engineer and upon approval by the DEP of a revised plan pursuant to the Pennsylvania Sewage Facilities Act 537.

5. It is mutually understood and agreed that no storm, surface or ground water, silt, or other materials liable to form deposits or create obstructions will be permitted to enter the sewer system of either party hereto.

6. It is mutually understood and agreed that in the construction of sewers along County Line Road "Y" branches shall be installed for house connections on each side of said Road at the points specified by the proper official of each Township.

7. It is mutually understood and agreed that the construction of any sewer along County Line Road under ordinance shall be by joint action of Radnor and Lower Merion and that the cost of such sewer shall be assessed equally against properties on each side of said Road.

8. Radnor agrees that all Radnor Connections to the Lower Merion sewer system shall be subject to the existing agreement between Lower Merion and the City of Philadelphia, dated May 20, 1992, and if the City of Philadelphia should at any time object to the admission of sewage from Radnor as an alleged violation of its agreement with Lower Merion, Radnor will as promptly as possible thereafter disconnect its sewers from the Lower Merion system.

9. Lower Merion agrees that all Lower Merion Connections to the Radnor sewer system shall be subject to the existing Radnor-Haverford-Marple Sewer Authority (RHM) agreement as amended from time to time.

10. Each of the parties hereto agrees to indemnify the other for any loss sustained by admission of sewage of the other which may make its own sewers inadequate for draining the area for which they were intended.

11. Nothing in this agreement shall be construed to require either party to construct extensions of its sewer system to provide outlets for the use of the abutting watershed of the other.

12. The right of inspection of the sewers and connections being constructed or to be constructed, in the abutting watersheds, to insure compliance with the terms of this agreement, is hereby granted to each of the parties hereto.

13. Each of the parties agrees to pay to the other as consideration for using its sewer system, 95% of all sewer rentals legally chargeable by the sending municipality against each building discharging sewage into the sewer system of the other. Sewer rental charges in Radnor are currently based upon gallons of water used (currently 5.90/1000gallons, but subject to amendment), which is metered by Aqua Pa. and reported to Radnor. Sewer rental charges in Lower Merion shall be based upon the maximum rate scale used for like services throughout Lower Merion Township. Payments based upon the amounts of sewer rentals received shall be made annually within 30 days after the termination of the discount period, and payments based upon the balance of the rentals, without penalties, legally assessable for the year then ending, or any portion thereof, whether collected or not, shall be made on or before the thirty-first day of December of each year.

14. Each of the parties agrees to pay to the other for each new connection 100% of the connection/tapping fee charged by the receiving municipality for each EDU at the same rate charged for like connections by the receiving municipality in the sewer district of the receiving municipality where the connection is being made. Payment of such tapping or connection fees shall be made by the property owner directly to the receiving municipality and shall be verified by the sending municipality prior to connection.

15. Should circumstances arise which seriously alter the relationship between the rentals received and the cost of maintenance of the sewers, or the disposal of the sewage, or if either party is subject to an order by the Pa. Dept. of Environmental Protection affecting the cost of sewer facility maintenance or sewage disposal, either party hereto may upon request to the other reopen the matter of the mutual payments to be made hereunder. In the event the parties are unable to agree on an equitable settlement of the matter, the question shall be determined by

arbitrators, one to be appointed by each of the parties, and the third to be selected by the two so appointed, and the decision of the arbitrators shall be final and binding upon the parties.

16. This agreement may be terminated only by mutual consent of both parties expressed in writing.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed on the day and year first above written.

TOWNSHIP OF RADNOR

Approved as to form: _____
Township Solicitor

By: _____
President

Attest: _____
Secretary

TOWNSHIP OF LOWER MERION

Approved as to form: _____
Township Solicitor

By: _____
President

Attest: _____
Secretary

RESOLUTION NO. 2016-70

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN RADNOR TOWNSHIP AND VILLANOVA UNIVERSITY REGARDING POLICE JURISDICTION AND OPERATIONS

WHEREAS, Radnor Township, Villanova University and the Delaware County District Attorney's Office have been discussing the terms and conditions of a Memorandum of Understanding (MOU) regarding police jurisdiction and operations within the Villanova Campus; and

WHEREAS, the parties have prepared a proposed MOU for a one year term for consideration by the Board of Commissioners.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby approve the MOU between Villanova University and Radnor Township, a copy of which is attached hereto and incorporated herein as Exhibit "A".

SO RESOLVED this _____ day of _____, 2016.

RADNOR TOWNSHIP

By: _____
Name: Philip M. Ahr
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

**MEMORANDUM OF UNDERSTANDING BETWEEN
RADNOR TOWNSHIP & VILLANOVA UNIVERSITY
REGARDING POLICE JURISDICTION AND OPERATIONS**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into this ___ day of _____, 2016, by Radnor Township ("Township or Radnor"), and Villanova University ("Villanova") regarding cooperative police services and law enforcement jurisdiction.

WHEREAS, Radnor and the Radnor Township Police Department enter into this MOU for the purpose of memorializing basic agreements with respect to police jurisdiction, police protocols, and police procedures regarding Villanova University operating a police department within Radnor Township; and

WHEREAS, Radnor's Police Department currently patrols the Township, including the Villanova University Campus Area (as defined below); and

WHEREAS, Villanova has initiated the legal process required to establish a Villanova Police Department pursuant to 22 Pa. C.S.A. §501(a) et seq.; and

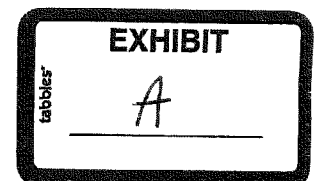
WHEREAS, both parties agree that it is in the best interest of both the Township, Villanova and the public that police services should be provided as efficiently as possible with the greatest amount of cooperation between the Parties.

WHEREAS, both Parties seek to promote collaboration between the Parties to enhance the reporting, investigation, and appropriate response to sexual assault, domestic violence, dating violence, and stalking.

NOW, THEREFORE, intending to be legally bound, the Township and Villanova (the "Parties") do hereby agree as follows:

I. The Parties and their respective police departments agree to enforce the laws of the Commonwealth, specifically 18 Pa. C.S.A. §101 et seq., the Pennsylvania Crimes Code, and 75 Pa. C.S.A. §101 et seq., the Motor Vehicle Code. Villanova agrees through its police department to enforce the laws of the Commonwealth on all non-dedicated roadways in the Campus Area defined below, including all intersections except for the following public streets (including sidewalks within the legal rights of way) upon which Radnor shall possess enforcement responsibility for the laws of the Commonwealth:

- A. County Line Road
- B. Lancaster Avenue
- C. Spring Mill Road
- D. Ithan Avenue



II. The Township of Radnor Police Department will have exclusive jurisdiction for police services and municipal law enforcement within the Township limits, excluding the Campus Area defined below, but including the adjacent public streets and sidewalks set forth on *Exhibit "A"* attached hereto and incorporated herein.

III. Subject to Section A of this Section, the Villanova University Police Department will have exclusive jurisdiction for police services and law enforcement within the boundaries of its campus as set forth on the map of the campus attached hereto and incorporated herein as *Exhibit "B"* (hereinafter "Campus Area"), subject to the following conditions:

A. Jurisdiction & Response

1. The Villanova University Police Department will have primary jurisdiction for all crimes occurring within the Campus Area subject to the conditions set forth below.

2. However, Radnor will have primary responsibility for the response and investigation of the crimes classified as rape by the Uniform Crime Reporting ("UCR") standards, in cases when the offender's identity is unknown to the complainant and the crime occurred within the Campus Area. Radnor will also have primary responsibility for the crimes classified as criminal homicide, robbery, and aggravated assault by the Uniform Crime Reporting standards irrespective of the victim/offender relationship, and the crimes occurred within the Campus Area. Radnor shall respond to the Campus Area when dispatched for these crimes. Villanova shall, until Radnor Police Department arrives, exercise concurrent jurisdiction and take appropriate law enforcement action to promote the health, safety and welfare of the Campus Area.

3. For all other crimes, Radnor may respond to Delaware County Communication Center 911 calls within the Campus Area, if dispatched, with the limited purpose of supporting the Villanova Police Department. The Parties agree that the Delaware County Communication Center (911) will dispatch Villanova for calls within the campus area. If responding to support the Villanova Police Department, Radnor agrees to immediately notify Villanova.

4. Except for the public roads identified in Section I above, non-reportable automobile accidents within the Campus Area will be handled by Villanova. Fatal and reportable accidents will be handled by Radnor. Radnor assumes responsibility for submitting reportable accident reports to the Pennsylvania State Police.

5. Villanova assumes responsibility for submission of UCR reports and other required State and Federal crime reports for all crimes handled by Villanova.

6. Police initiated Section 302 mental health commitments will rest with the Department whose officer actually witnesses the behavior substantiating that the individual poses a clear and present danger of harm to others or to him/herself. If Radnor initiates a police commitment involving a student or employee of the University, and the

individual's status is known to the officer, then Radnor agrees to notify Villanova of such commitment, provided that the dangerous behavior observed by Radnor occurred on the campus area.

7. All arrests made by Radnor officer(s) in the Campus Area will be handled by Radnor and promptly reported to Villanova.

8. Except for the crimes listed in Section III.A.2, Villanova will handle investigations of all crimes reported to Villanova within the Campus Area. Radnor officers will investigate crimes within the Campus Area if requested by Villanova or if Radnor receives a specific request to investigate from a victim or other person.

9. Radnor will continue to enforce and prosecute Township ordinances within the Campus Area and will notify Villanova of its presence on campus.

10. All fire and/or hazardous material incidents within the Campus Area shall be immediately reported to Radnor.

B. Requests for Assistance

1. Radnor and Villanova may request the assistance of one another during emergency situations and each Department shall have the authority to provide mutual aid to the other Department. The officer in charge of the Department whose assistance has been requested shall honor requests for assistance when it is practical and safe to do so. Anytime that Villanova is not available for emergency calls, it shall immediately notify the Delaware County Communication Center.

2. Any on view arrests made during a mutual aid request will be handled and prosecuted by the officer who observes the violation.

3. Villanova may exercise jurisdiction outside the Campus Area for: a) foot pursuits if fresh and continuous; b) vehicle pursuits if a forcible felony and such pursuit does not create a dangerous condition; or c) upon the adjacent public streets and sidewalks set forth on Exhibit "A" when a potential crime is witnessed. Any such pursuits or investigations shall be turned over to Radnor as soon as safely possible.

4. Radnor agrees to provide Villanova short-term access (until a District Justice is available for arraignment) to the Radnor Township holding area to maintain custody of arrestees. Villanova agrees to follow all policies and procedures established by the Radnor Police Department for the holding cell area and a Villanova officer shall be present at all times when an individual arrested is being held in the Radnor facility. Villanova shall also provide personnel for any emergency hospital transports. Radnor Police Department shall, at all times, operate, control and have authority over the holding area.

5. Villanova shall pay an annual fee of \$10,000 for: 1) Villanova's use of the Radnor holding cell as needed; and 2) Any additional staffing by Radnor as a result of Villanova's use of the holding cell; and 3) Villanova's use of the Radnor live scan system. Radnor reserves the right to assess Villanova for any damage to the Radnor holding cell facilities or live scan equipment as a result of Villanova's use of these facilities. This fee may be revised annually by Radnor. The annual revision is limited to a 5% increase of the then current annual fee.

C. Investigations/Warrants

1. When a Radnor Police Department officer has a warrant for the arrest of a Villanova University student or other individual in the Campus Area, or has probable cause to arrest without a warrant, the Radnor officer serving the warrant shall contact the Villanova University Police Department headquarters prior to service. When a Villanova Police Department officer has an arrest warrant for an individual outside the Campus Area, or has probable cause to arrest without a warrant, the Villanova officer serving the warrant shall contact the Radnor Police Department headquarters prior to service.

2. The Villanova University Police Department will assist the Radnor Police Department with locating the subject of the warrant or individual being arrested. The Radnor Police Department will assist the Villanova Police Department in serving arrest or search warrants outside the Campus Area.

3. The Radnor Police Department will promptly notify the Villanova Police Department when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, domestic or dating violence, stalking, or hate crimes which have occurred on the Campus Area and that come to the attention of the Radnor Police. The purposes of this notification are to coordinate resources to prevent further victimization, to trigger appropriate institutional investigative action and disciplinary proceedings against alleged offenders, and to adequately inform the greater campus community of serious ongoing threats. Except in rare and exigent circumstances, personally identifying information will be shared only with the consent of the victim.

D. Sexual Assault Response & Investigation

1. Radnor understands that once Villanova becomes aware of an incident of either completed or attempted sexual assault, dating violence, domestic violence, and stalking, it has obligations to take prompt and appropriate action to investigate, independent of any investigation by the Radnor Police Department. Villanova understands that Radnor may initiate an investigation and prosecution independent of any campus administrative proceeding. The Parties agree that if a victim requests confidentiality regarding a reportable incident, the Parties will take all reasonable steps to comply with the victim's request or inform the victim when the Parties cannot ensure confidentiality.

2. SANE Exams and Evidence Collection/Preservation

The Parties agree that in the immediate aftermath of a sexual assault, a victim should be directed to, and receive assistance (including transportation where appropriate) to access services, including referrals to counseling, a health examination and with the victim's consent, a sexual assault nurse examiner's examination ("SANE"), at no cost to the victim and irrespective of whether the victim engages with law enforcement. The Parties may contact Villanova's Sexual Assault Resource Coordinator ("SARC") or the community rape crisis center (WOAR or similar organization) upon receiving the consent of the victim.

The Parties agree that under all circumstances in which the victim consents to a medical examination and a SANE exam, Radnor and/or Villanova Police will provide transportation to the local medical facility where SANE exams are conducted, usually Bryn Mawr Hospital or other medically approved hospital. If the victim declines transportation or if the victim reports to the medical facility, the police department with jurisdiction will respond to the medical facility. With the consent of the victim, the medical facility can contact the community rape crisis center to respond to the medical facility to provide support to and advocacy for the victim.

The Parties agree to ensure the timely and proper collection of evidence in accordance with the protocols established by the Delaware County District Attorney's Office.

3. Coordination During Ongoing Investigations.

The Parties will regularly confer on the status of an active sexual assault investigation to ensure Villanova's compliance with federal requirements while maintaining the integrity of an active criminal investigation.

The Parties agree, as soon as is practicable and as allowable by Federal and State law, to share relevant documentation and other information created and/or maintained during Radnor Police investigations (such as records of interviews and physical evidence gathered) when a victim of sexual assault and/or an alleged suspect are students or employees of the University/Campus.

Where possible and appropriate, Villanova and Radnor agree to conduct joint victim and witness interviews to avoid the need for duplicative interviews. Consistent with trauma informed interview and investigatory practices, Villanova and Radnor will develop materials to inform the victim of his or her rights and options in both the short and long-term, provide access to any necessary health or safety resources and encourage the victim to engage with Villanova University Police, Radnor Police, the University Sexual Assault Resource Coordinator, off-campus rape crisis resources and/or privileged counseling services.

Neither Villanova nor Radnor will directly or indirectly discourage, or alternatively require, the victim from making a Title IX or criminal complaint.

IV. On-Scene Chain of Command

A. Except for crimes listed in III.A.2, for incidents occurring within the Campus Area, the highest-ranking Villanova officer shall be in command unless Villanova requests that Radnor assume control of the incident.

B. All communications between Police Departments at the scene shall be made through the highest-ranking on-scene commanding officer.

C. The highest-ranking on-scene commanding officer of the Radnor Police Department will maintain ongoing communication with the highest ranking officer of Villanova. Deference shall be afforded by the highest ranking Radnor commander to the ranking Villanova commander, in awareness that Villanova personnel possess the knowledge and expertise as it relates to Villanova University's building, facilities, resources, and community members.

D. Villanova may, at its sole discretion, request assistance from outside law enforcement, crime scene processing and agencies that perform other specialized functions.

V. Release of Public Information

A. The release of information concerning incidents identified in Section III.A.2 and all incidents where Villanova has requested Radnor's involvement shall be coordinated between Radnor and Villanova.

B. Villanova shall have the authority to inform students, parents and the public of the actions it has taken to investigate and report any crimes occurring on campus provided such release of information does not jeopardize an ongoing investigation.

C. To facilitate the issuance of Clery Act required timely warnings and emergency notifications, the Parties acknowledge that Villanova, by law, need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is Villanova required to seek preclearance of the content of any warning/notification. However, Villanova will inform Radnor about such warnings as soon as practicable.

D. In the event of information pertaining to any incident which may negatively impact on the reputation of Radnor Township or Villanova, the Radnor Police Superintendent and the Villanova Police Chief, or their designees shall be notified prior to the release of such information.

VI. Training

A. Radnor and Villanova will strive to provide cooperative training opportunities and technical assistance to one another's personnel regarding:

- 1) Investigative methods and best practices relating to evidence collection and preservation, victim and suspect interviewing, witness interviewing and preparation, review of sexual assault response and investigations to detect and address indications of explicit or implicit bias, and other matters as requested.
- 2) Overview of the University/Campus response to incidents of campus sexual assault, dating violence, domestic violence, and stalking
- 3) Compliance by Villanova with the Clery Act and Title IX.

VII. Professional Police Practices

A. Radnor and Villanova shall endeavor to utilize similar eligibility criteria and testing procedures for the hiring and/or promotion of its police officers, including a written test, an oral test, a physical agility test, and background investigation which shall include a criminal history review, a credit check and a polygraph test. The Departments shall provide to each other such information as is necessary to implement this provision.

B. Radnor and Villanova shall attempt to coordinate the purchase, use, and maintenance of similar equipment, supplies, and training to promote efficiency of Departments and the safety of its officers.

VIII. General Provisions

A. This MOU is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties except as set forth in the MOU, nor does the MOU create any joint or reciprocal liability for the conduct of each Party's respective law enforcement personnel.

B. This MOU is not intended to expand or reduce any rights of any party or any person involved in a criminal or administrative proceeding.

C. In the event of changes in Municipal, State or Federal law that require changes to this MOU, both Parties shall cooperate to amend the MOU to insure compliance with any such revised requirements.

D. Both Parties will communicate with each other to resolve any problem that may arise in fulfilling the terms under this MOU.

E. Each Party shall provide such general liability and other insurance as appropriate to protect against any claims arising out of that Party's performance under this agreement.

F. Nothing in this MOU shall be construed to limit the immunities of Radnor Township, its agents or employees, or the immunities of Villanova University, its agents or employees.

G. This MOU shall remain in effect for one (1) year from the date of final approval ("Initial Period"). This MOU may be modified in writing by mutual agreement of the respective Parties. This MOU shall be renewed for successive one (1) year periods unless terminated by either Party upon 60 days' prior written notice.

H. The Parties agree that this document sets forth the entire and final agreement between the Parties and there exist no other agreements, oral or written, other than the terms set forth herein.

I. In the event of a dispute between the Parties concerning the extent of the duties to be rendered pursuant to this MOU or the level of performance of such duties, the Parties agree to resolve any such dispute through a meeting and discussion between and among the Superintendent of the Radnor Township Police Department and the Chief of the Villanova Police. In the event the Superintendent and Chief cannot reach an agreement, they shall consult with the Delaware County District Attorney in an effort to reach a mutually acceptable resolution.

J. Each Party shall furnish and supply all necessary supervision, equipment, communication facilities and supplies necessary to enforce the laws of the Commonwealth consistent with this agreement.

K. The Parties agree that each Party shall bear its own costs of performance of all obligations hereunder.

L. In performing law enforcement duties pursuant to this MOU, each Party will act independently and not as an employee or agent of the other Party. The relationship of Radnor and Villanova shall not be construed to constitute a partnership, joint venture or any other relationship, other than of two independent police departments. Radnor retains all of its rights, immunities, and authority under the Municipality Tort Claims Act, 42 Pa. C.S.A §8521, et seq.

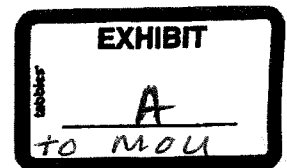
IN WITNESS WHEREOF, this MOU shall be executed as of the date and year first above written.

RADNOR TOWNSHIP

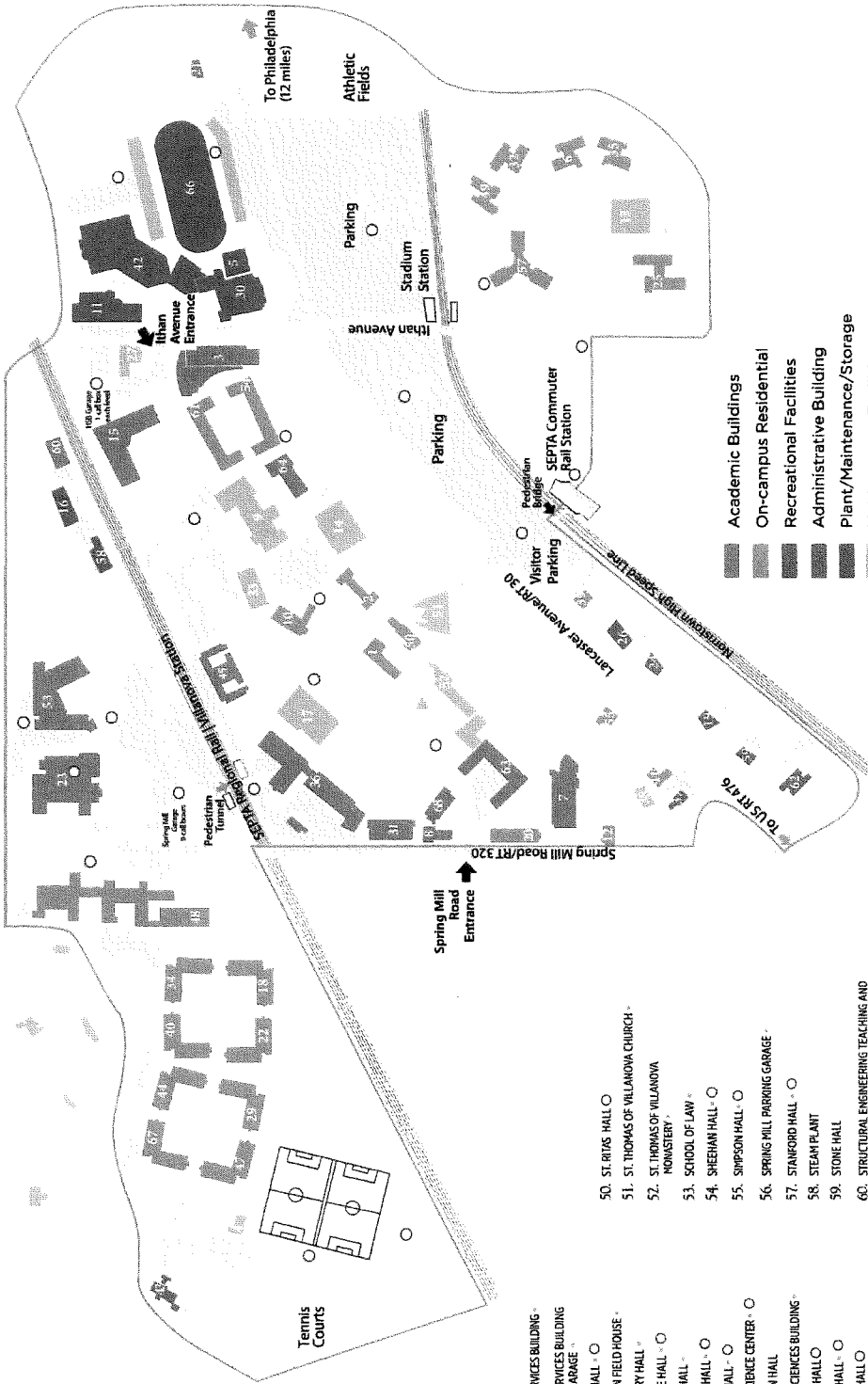
VILLANOVA UNIVERSITY

Public Streets Surrounding Villanova University

County Line Road
Lancaster Avenue
Springmill Road
Ithan Avenue
Aldwyn Lane
Brooklea Road
Browning Lane
Matsonford Road
Ashwood Road
Meadowwood Road
Buckingham Road
Barleycone Lane
N. Blackfriar Road
Braxton Road
Rodney Road
Wistar Road
I476
Hilldale Road
Kenilworth Road
Wooded Lane
Villanova Road
Tindall Lane



Approximately 1 mile to Villanova University Conference Center. County Line Road



- Academic Buildings
- On-campus Residential
- Recreational Facilities
- Administrative Building
- Plant/Maintenance/Storage
- Multi-purpose Facilities
- Parking/Access to Parking
- Public Property
- Blue line surrounding perimeter denotes on-campus boundary
- Call Box Indicator. Phones located at buildings with direct-dial to Public Safety are indicated on key; Call Boxes to Public Safety are indicated on map
- Handicapped Accessible Parking Area

EXHIBIT

B
to map



VILLANOVA UNIVERSITY

- 1. ALUMNI HALL ○
- 2. AUSTIN HALL ○
- 3. BARTLEY HALL ○
- 4. BURNS HALL ○
- 5. BUTLER ANNEX ○
- 6. CAUGHLIN HALL ○
- 7. CEER CENTER FOR ENGINEERING EDUCATION AND RESEARCH ○
- 8. CHEMICAL ENGINEERING BUILDING ○
- 9. CONNELLY CENTER ○
- 10. CORR HALL ○
- 11. DAVIS CENTER FOR ATHLETICS AND FITNESS ○
- 12. DELUREY HALL ○
- 13. DONAHUE HALL ○
- 14. DOUGHERTY HALL ○
- 15. DRISCOLL HALL ○
- 16. FACILITIES MANAGEMENT BUILDING ○
- 17. FALVEY MEMORIAL LIBRARY ○
- 18. FARLEY HALL ○
- 19. FARRELL HALL ○
- 20. FEDIGAN HALL ○
- 21. GALBERRY HALL ○
- 22. GALLAN HALL ○
- 23. GAREY HALL ○
- 24. GERAGHTY HALL ○
- 25. GOOD COUNSEL HALL ○
- 26. GRIFFIN HALL ○
- 27. HEALTH SERVICES BUILDING ○
- 28. HEALTH SERVICES BUILDING PARKING GARAGE ○
- 29. JACKSON HALL ○
- 30. JAKE NEVIN FIELD HOUSE ○
- 31. JOHN BARRY HALL ○
- 32. KATHARINE HALL ○
- 33. KENNEDY HALL ○
- 34. KLEOTKA HALL ○
- 35. MCCUIRE HALL ○
- 36. MENDEL SCIENCE CENTER ○
- 37. MIDDLETON HALL ○
- 38. MILITARY SCIENCES BUILDING ○
- 39. MORIARTY HALL ○
- 40. MOULDEN HALL ○
- 41. O'DWYER HALL ○
- 42. PAWLON ○
- 43. RECITE HALL AT DUNDALE ○
- 44. RIDDOLPH HALL ○
- 45. ST. AUGUSTINE CENTER FOR THE LIBERAL ARTS ○
- 46. ST. AUGUSTINE CENTER FOR THE LIBERAL ARTS PARKING GARAGE ○
- 47. ST. CLARE HALL ○
- 48. ST. MARY'S HALL ○
- 49. ST. MONICA HALL ○
- 50. ST. RITES HALL ○
- 51. ST. THOMAS OF VILLANOVA CHURCH - MONASTERY ○
- 52. ST. THOMAS OF VILLANOVA ○
- 53. SCHOOL OF LAW ○
- 54. SHEEHAN HALL ○
- 55. SIMPSON HALL ○
- 56. SPRING MILL PARKING GARAGE ○
- 57. STANFORD HALL ○
- 58. STEAM PLANT ○
- 59. STONE HALL ○
- 60. STRUCTURAL ENGINEERING TEACHING AND RESEARCH LABORATORY ○
- 61. SULLIVAN HALL ○
- 62. TECHNOLOGY SERVICES BUILDING ○
- 63. TOLENTINE HALL ○
- 64. WASEY HALL ○
- 65. VILLANOVA UNIVERSITY CONFERENCE CENTER ○
- 66. VILLANOVA STADIUM ○
- 67. WELSH HALL ○
- 68. WHITE HALL ○

ORDINANCE NO. 2016-09

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING A LEASE AGREEMENT BETWEEN THE TOWNSHIP OF RADNOR AND THE SPORTS LEGENDS OF DELAWARE COUNTY, INC.

WHEREAS, Radnor Township and the Sports Legends of Delaware County, Inc. (“Sports Legends”) entered into a two year lease in September, 2015 for a portion of the Radnor Township Municipal Building at 301 Iven Avenue, Wayne, PA; and

WHEREAS, the Sports Legends desire to extend the term of its lease of the Township Municipal Building in order to display and showcase to the community the significant athletic achievements of Delaware County residents, organizations and athletic teams ; and

WHEREAS § 3.01 of the Radnor Township Home Rule Charter permits the lease of real property by the Township for a term in excess of three years by ordinance.

NOW, THEREFORE, be it hereby *ENACTED* and *ORDAINED* that the Radnor Township Board of Commissioners hereby approves the Lease Agreement with Sports Legends, effective September 1, 2016 for a four year term, a copy of which is attached hereto and incorporated herein.

ENACTED AND ORDAINED this day of , 2016.

RADNOR TOWNSHIP

By: _____
Name: Phil Ahr
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made effective this _____ day of _____, A.D., 2016, by and between **RADNOR TOWNSHIP** (hereinafter "Lessor") and **SPORTS LEGENDS OF DELAWARE COUNTY, INC.** (hereinafter "Lessee").

W I T N E S S E T H:

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises upon all the terms and conditions herein contained. Intending to be legally bound hereunder and in good and valuable consideration of the rents herein reserved and the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

1. LEASED PREMISES. Lessor, for and in consideration of the covenants and conditions hereinafter contained on the part of the Lessee to be performed, and in consideration of the annual rent of \$1.00, does hereby grant, lease, demise, and let unto Lessee and Lessee does hereby rent, and take from Lessor ALL THAT CERTAIN real property consisting of approximately _____ square feet of space, more or less, of that portion on the first floor, second floor, stairs and atrium walls of the Radnor Township Municipal Building as more fully described in *Exhibit "A"*, located at 301 Iven Avenue, Radnor Township, Delaware County, Pennsylvania, all of which are hereinafter called the "Leased Premises" and/or "Premises" and/or "Property". Lessor warrants and represents that Radnor Township is the owner of the Leased Premises and has good and marketable title thereto.

2. USE. Lessee shall continuously use and occupy the Leased Premises during the Term of this Lease, which use and occupancy shall be solely for the purpose of housing and displaying Lessee's museum of sports collections and memorabilia, and for no other purpose or purposes without the prior written consent of Lessor. Lessee shall be allowed access to the leased premises during regular Radnor Township office hours Monday through Friday. Lessee shall be allowed access to the leased premises on Saturday and Sunday and at other times with prior written consent from Lessor.

3. TERM.

A. The term of this Lease shall be for a period of four (4) years ("Term") commencing the 1st day of September, 2016 and expiring at 11:59 p.m. on the 31st day of August, 2020.

B. Either party shall have the right to terminate this Lease upon giving at least six months notice before the end of the Term to the other, in writing.

C. If neither party gives notice of termination to the other as described in Section 3.B. above, the Lease, upon the last day of the current Term, shall continue thereafter year to year unless terminated by either party. ("Renewal Term") This Lease shall automatically terminate on the last day of the Renewal Term unless otherwise agreed by both parties in writing. All renewal terms shall be upon the same terms, provisions and conditions as are in effect under this

Lease immediately prior to the time such Renewal Term begins.

4. CONDITION OF THE LEASED PREMISES. By taking and assuming possession of the Leased Premises, Lessee acknowledges that it has: (i) inspected the Property; and (ii) accepted the Leased Premises, and all improvement, betterments and equipment, with no representation or warranty by Lessor as to the condition or suitability of the Leased Premises and/or Property for the Lessee's purpose. Lessee accepts the Leased Premises as is, where is, with all faults, latent or otherwise, and without any representations, warranties or promises from Lessor whatsoever, provided however the Lessor represents and warrants that, to its knowledge, the Lessee's use of the Leased Premises for office space under this Lease is in full compliance with the applicable law, regulations and zoning currently in effect.

5. RULES AND REGULATION.

A. Lessee shall not disrupt or disturb other tenants and occupants within the Radnor Township Building.

B. Lessee and any of Lessee's agents shall not be permitted to smoke within the Leased Premises, the Radnor Township Building or anywhere on Township property.

C. Upon termination or expiration of this Lease, Lessee shall leave the leased premises in the same condition it was prior to assuming possession of the Leased Premises under this Lease.

D. These Rules and Regulations may be modified and amended by the Lessor from time to time.

6. COMMON AREAS. The term "Common Areas" as used in this Lease, shall mean the following areas within the township property and building: parking areas, roadways, sidewalks, driveways, courts, footways, loading and unloading facilities, landscaped areas, berms, stairs, ramps, public restrooms and comfort stations, service areas, service and fire and exit corridors, passageways, and other areas, amenities, facilities and improvements provided by Lessor. The use and occupancy by Lessee of the Leased Premises shall include the use of the Common Areas in common with Lessor and with all others for whose convenience and use the Common Areas have been or may hereafter be provided by Lessor, subject, however to rules and regulations for the use thereof as prescribed from time to time by Lessor.

7. REPAIRS AND IMPROVEMENTS. Lessee will, during the term and all continuations, keep, and at the expiration peaceably surrender possession of the Demised Premises in as good order and condition as the same now are, reasonable wear and tear and damage by fire or other casualty not occurring through Lessee's negligence excepted, and will at expiration of the term, or any continuation of it, deliver the keys to the residence of the Lessor. Lessee shall not make any alterations, additions or improvements without Lessor's consent, and all alterations, additions or improvements made by either of the parties upon the premises, except movable and detached furniture, equipment or mirrors put in at Lessee's

expense shall be the property of Lessor, and shall remain upon and be surrendered with the premises, as part of it, at the termination of this lease, without molestation or injury. In the event of the failure of Lessee promptly to perform any necessary repairs, Lessor, or persons authorized by Lessor, may go upon the demised premises and perform such repairs, the costs, at the sole option on Lessor, to be charged to Lessee.

8. SIGNS. Lessee shall not have the right to place signs on any part of the Leased Premises unless approved in advance by Lessor. It is contemplated that Lessee will have a single sign on the exterior of the Leased Premises approved by Lessor and temporary signs from time-to-time for business events.

9. FIRE. If, during the term of this Lease, the building is so injured by fire or other casualty not occurring through the negligence of Lessee or those claiming under Lessee, or their employees respectively, that the Demised Premises are rendered wholly unfit for occupancy and the Demised Premises cannot be repaired within sixty days from the happening of such injury, then this Lease shall cease and terminate from the date of such injury. In such case Lessee shall immediately surrender the Demised Premises to Lessor, who may enter upon and repossess the same. If such injury can be repaired within sixty days thereafter, Lessor may enter and repair, and this Lease shall not be affected. If the Demised Premises shall be so slightly injured by fire or other casualty as aforesaid as not to be rendered unfit for occupancy, Lessor agrees that the same shall be repaired with a reasonable time.

10. DAMAGE IN GENERAL. Lessee agrees that Lessor shall not be liable to Lessee and Lessee hereby releases Lessor from any liability, for any personal injury, loss of income or damage to or loss of persons or property in or about the Demised Premises from any cause whatsoever. Lessor shall not be liable to Lessee for any such damage or loss, whether or not such damage or loss results from Lessor's own negligence.

11. RIGHT OF ENTRY. Lessor and persons authorized by Lessor shall have the right to enter the Leased Premises to inspect, perform maintenance, do repairs and show the premises to prospective lessees and purchasers.

12. SUBLETTING AND ASSIGNMENTS. Lessee shall not assign this Lease or enter into any sublease agreement without the prior written consent of Lessor. Any attempted assignment or sublease by Lessee without the prior written consent of Lessor is a violation of this Lease. If Lessor shall consent to an assignment or sublease, any consent shall not be considered to be a consent to any other assignment or sublease.

13. INSURANCE.

A. *Insurance Coverage*, Lessee, at its own expense, shall maintain during the term comprehensive general liability insurance, and property damage insurance under policies issued by insurers of recognized responsibility having a combined single limit for any one occurrence of not less than five hundred thousand dollars (\$500,000.00) and not less than one million dollars (\$1,000,000.00) aggregate for personal injury, bodily injury, death, disease and damage or injury to or destruction of property (including its loss of use) occurring upon, in,

or about the Demised Premises. Lessee shall add Lessor as an insured party under the policy.

B. *Proof of Coverage*. On an annual basis, Lessee shall provide to Lessor proof of payment for the insurance required herein. Failure to purchase said insurance coverage or provide proof of payment for such insurance shall be a default under this lease.

14. VERBAL AGREEMENTS. It is hereby mutually agreed and understood that this Lease contains all agreements, promises and understandings between Lessor and Lessee and that there are no verbal or oral agreements, promises or understandings of any kind or nature and that no verbal or oral agreements, promises or understandings shall or will be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law.

15. BENEFIT. This Agreement shall be binding on, and inure to the benefit of; the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

16. EJECTMENT. When this lease shall be terminated by condition broken, either during the original term of this lease or any renewal or extension, and also when and as soon as the term hereby created or any extension shall have expired, it shall be lawful for any attorney as attorney for Lessor to file an agreement for entering in any competent court an amicable action and judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the demised premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of possession may issue, without any prior proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee. Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease, to bring one or more amicable action or actions to recover possession of the said premises.

17. REMEDIES. All of the remedies herein given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No termination of this lease or the taking or recovering of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for violation of this Lease.

18. TERMINATION. It is hereby mutually agreed that either party may terminate this lease by giving to the other party written notice at least six months notice prior to the end of the Term or any extensions thereto. If neither party provides any written notice to terminate this Lease, upon expiration of the current Term, this lease shall continue upon the same terms and conditions in force of its term thereafter for a year to year Renewal Term following the original term unless or until terminated by either party hereto, giving the other 90 days written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms herein above-mentioned, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term of its intention to change the terms and conditions of this lease, and Lessee shall not within thirty days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further

term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension of it, and shall fail or refuse to vacate on the date designated by notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension, give the said Lessee ten days' written notice of its intention to terminate the lease; whereupon the Lessee expressly agrees to vacate the premises at the expiration of the period of ten days specified in the notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

Notices. All statements, notices or other communications shall be deemed sufficiently given or rendered only if in writing and sent to Lessee or Lessor by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to Lessee: 14 Morgan Road, Aston, Pennsylvania 19014

If to Lessor: 301 Iven Avenue, Wayne, Pennsylvania 19087-5297

or such other person or place as either party may designate by notice given as stated above. Notice shall be deemed received as of the date set forth on the return receipt.

19. MODIFICATION. This Lease may only be modified, or a term thereof waived, by a writing signed by an authorized officer of both Lessee and Lessor.

20. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year aforesaid.

Robert Zienkowski, Township Manager
Radnor Township, Lessor

Jim Vankoski, Lessee

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made as of this _____ day of June 2016, by and between G & I II Radnor Crossing, LP ("**Radnor Crossing LP**"), a Pennsylvania corporation with offices at 801 Old York Road, Jenkintown, Pennsylvania, and the Township of Radnor, Delaware County, PA ("**Township**"), a Home Rule municipality with offices located at 301 Iven Avenue, Wayne, Pennsylvania. Radnor Crossing LP and the Township shall collectively be referred to herein as the "**Parties**."

BACKGROUND

- A. Radnor Crossing LP is the owner of real property located at 284 Iven Avenue, St. Davids, Pennsylvania (the "**Property**"). The Property has two zoning districts. The majority of the site is in the PA Planned Residential District, but there is a 100-foot wide R-1 Residential District along Iven Avenue and the residential properties North and West of the site.
- B. The Property is improved with an apartment complex commonly known as "**Radnor Crossing**." Radnor Crossing LP seeks to construct certain improvements (the "**Improvements**") at Radnor Crossing pursuant to a grading permit application and associated plans (collectively, the "**Application**") to be submitted by Joseph P. Hanna, P.E. of Chambers Associates, Inc. on behalf of Radnor Crossing LP. The purpose of the Improvements is to allow for temporary parking, among other places, on Radnor Crossing's tennis court.
- C. On May 4, 2016, Radnor Crossing LP met with the near neighbors regarding the Improvements and the Application.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the promises and covenants of each set forth below, and other good and valuable consideration, the sufficiency of which the Parties acknowledge, and intending to be legally bound hereby, the Parties agree as follows:

1. Concurrent with the execution of this MOU, Mr. Hanna shall submit the Application to the Township for review and approval, which the Township shall approve in its customary practice and procedures.
2. The Application is a mutually acceptable design to allow temporary parking at Radnor Crossing under the terms set forth herein. Slight changes in the design may occur in coordination and upon agreement between the Parties.
3. Radnor Crossing LP shall provide screening around the temporary parking area to the satisfaction of the Township. Such screening may include opaque fencing and/or a buffer planting strip of trees and/or tall shrubs.

4. Radnor Crossing LP agrees to pay all reasonable bills and invoices for engineering, inspection, legal, and other professional consulting services that Township incurs for such services for the time that the Engineer, Inspector, or other professional for the Township is actually engaged as a result of the following: (1) review and approval of the Application; (2) development of the Improvements in accordance with the terms of the approved Application; (3) review of this MOU and any other supplemental agreements, documents, etc., incidental to the approved Application and Improvements; (4) monitoring, testing and inspecting of the work required of Radnor Crossing LP under the approved Application; and (5) attendance at meetings pertaining to this agreement.

5. Because the parking proposed pursuant to the Application is temporary in nature, the Improvements do not require zoning relief and the current permitted uses at Radnor Crossing are hereby preserved and no abandonment thereof shall have occurred by way of the Application or this MOU. Should Radnor Crossing LP seek to make the proposed temporary parking and/or the Improvements permanent, Radnor Crossing LP must apply for and receive all necessary approvals in accordance with the Township Code.

6. The temporary parking at Radnor Crossing in accordance with the Application shall be valid for twelve (12) months from the issuance date of a grading permit for the Improvements. Radnor Crossing LP may receive up to two additional months of temporary parking pursuant to the terms of this MOU upon written request to the Township for just cause shown as reasonably determined by the Township.

7. The provisions of this MOU shall be severable. If any provision of the MOU, or the application thereof, for any reason or circumstance, is to any extent held to be invalid or unenforceable, the remaining provisions of the MOU (as well as the application of all provision(s) that were held to be invalid or unenforceable to persons to entities other than those as to which they were held invalid or unenforceable) shall not be affected or impaired thereby; and each provision of the MOU shall be valid and enforceable to the fullest extent permitted by law.

8. This MOU and all disputes arising under the MOU shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to the MOU, or the relationship(s) created or evidenced thereby, shall be brought exclusively in the Court of Common Pleas of Delaware County.

9. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument; provided, that the MOU shall be effective and binding on the parties upon, but only upon, the execution of each party of one copy thereof.

10. Radnor Crossing LP and the Township each represents and warrants that it has caused this MOU to be duly authorized, executed and delivered by and through persons authorized to execute the MOU on its behalf. The parties hereto bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of this MOU. This MOU contains the entire agreement between the parties with respect to the subject matter hereof; supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter, and cannot be changed, modified or amended except by agreement in writing signed by both parties.

11. All provisions of this instrument shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this MOU as of the date first written above.

G & I II RADNOR CROSSING, LP

TOWNSHIP OF RADNOR

By: Jessica Radnor Crossing LP
[INSERT TITLE]

By: Philip A. Ahr
President, Board of Commissioners