

**BOARD OF COMMISSIONERS**

**REVISED - AGENDA**

**Monday, June 15, 2015 - 6:30 PM**

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of June 15, 2015

1. Consent Agenda
  - a) Disbursement Review and Approval: 2015-05D, 2015-05E, 2015-06A
  - b) Approval of minutes for the Board of Commissioners meeting of May 11, 2015 & May 18, 2015
  - c) Acceptance of Department Monthly Reports
  - d) Consideration of a Motion to Approve the Certificate of Appropriateness:
    - HARB-2015-05 – 120 & 124 Bloomingdale Avenue – This project has been revised from the prior submission to consist of five (5) dwelling units, two (2) singles and one (1) 3 unit building on the property at 124 Bloomingdale Avenue and a non-conforming commercial building will revert back to a single family detached dwelling at 120 Bloomingdale Avenue. Application continued from the May 6, 2015 meeting.
    - HARB-2015-10 – 200 ½ West Wayne Avenue – Front and rear porches.
    - HARB-2015-11 – 220 Lansdowne Avenue - Renovation & addition to 1932 Colonial House. New windows, siding, roof, add dormer to front of house. Add 2nd floor to single story side of house, put a mudroom & attached garage off the back.
  - e) Resolution #2015-61 Rejecting the Bid Received for the 2015 Superpave Resurfacing Program and Subsequently Authorizing the Re-bidding of the Project
  - f) Resolution #2015-62 Award of the Contract For Repair of the Highview Road Outfall
  - g) Resolution #2015-63 Application for County Aid For Allocation of Delaware County Liquid Fuels Tax Funds
  - h) Acceptance of the Staff Traffic Committee Meeting Minutes - May 20, 2015
  - ~~i) BPT Settlement 2015 BPT-01 for \$128,684.00~~
  - j) Resolution #2015-64 Authorizing the Township Manager to enter into an agreement with Planet Tech for Microsoft 365 Licensing, Email migration, & training.
  - k) Motion authorizing the Township to solicit capital lease RFP's for various public works vehicles pursuant to the 2015 Capital Plan
  - l) Resolution #2015-67 – Award of the Repair of the Barley Cone Lane Storm Sewer
  - m) Resolution #2015-68 – Sanitary Sewer Repair Payment

2. Letters of Commendation (Police)

3. Recognitions of the Radnor Boy Scouts/ Cub Scouts - Great American Backyard Campout

4. Presentation on Accomplishments and Partnerships - Radnor Boy Scouts and Radnor Cub Scouts

5. Conditional Offer of Employment for Radnor Township Police Officers

6. Public Participation

7. Committee Reports

**PERSONNEL & ADMINISTRATION**

A. Ordinance #2015-10 - (**Introduction**) - Authorizing the Execution of A Cable Franchise Renewal Agreement Between Radnor Township and Comcast Of Pennsylvania, LLC.

B. Resolution #2015-60 Appointing Township Labor Counsel

**FINANCE & AUDIT**

- C. Discussion on the 2014 Audit and Financial Statements - CliftonLarsonAllen
- D. Resolution #2015-69 Accepting the 2014 Independent Auditor's Report and Audited Financial Statements as recommended by CARFAC

**PUBLIC WORKS & ENGINEERING**

- E. Resolution #2015-58 – Homeowner (SFR) Stormwater Facility Rebate Program (the SWMAC will have brief presentation for this)
- F. **Caucus (Preliminary/Final)** - Villanova Lot Consolidation
- G. Discussion - Draft PLO Amendment- RETTEW Associates
- H. ~~BioMed Extension~~

**COMMUNITY DEVELOPMENT**

- I. Ordinance #2015-03 - (**Adoption**) - Amending Chapter 170 of the Radnor Township Code, “Food Regulations”, by revising the provisions contained therein to reflect amendments to the Department of Agriculture Food Code (7 Pa. Code §§ 46.1 – 46.1201) and the adoption of the Retail Food Facility Safety Act of 2010 (3 Pa.C.S. §§ 5701 – 5714)
- J. Motion to authorize John Rice to attend the Zoning Hearing Board meeting & oppose the following: Appeal #2948 – The applicant DTL Holdings LP, property located at 227-229 Plant Avenue & zoned C-3 Service Commercial District, seeks relief from Section 280-105(A) & (F) to permit parking within the right-of-way of Willow Avenue. Applicant contends this does not increase the existing non-conformity & will not extend into the street cartway. Applicant requests a variance, a special exception under Section 280-105 (F), or contends that the relief is permitted as of right. In the alternative, Applicant seeks a variance from Section 280-4 governing the size of off-street parking spaces. In addition, Applicant seek any other zoning or alternative relief required pursuant to the Plans presented with the Application
- K. Motion to authorize staff to prepare an amendment to the Zoning Ordinance, Chapter 280, Section 49.12B to remove the word “private” from the provision referring to “private garages”, as recommended by the Township Planning Commission meeting on June 1, 2015
- L. Motion to authorize staff to prepare an amendment to the Zoning Ordinance, Chapter 280, Section 103.B to require separate parking calculations for Medical Office Uses, as recommended by the Township Planning Commission meeting on June 1, 2015
- M. Discussion of zoning amendment process in general, and as it relates to the PLO zoning district, including impacts on the Second Ward (**Per Commissioner Booker**)

**PUBLIC SAFETY**

- N. Ordinance #2015-06 (**Adoption**) - Amending Ordinance 2013-17 dated January 6, 2014, Chapter 270 of Radnor Township revising Section 57, parking meter zones on Lancaster Avenue, south side, from 2 hour parking to 15 minute parking
- O. Ordinance #2015-07 (**Introduction**) – amending Chapter 270, Section 270-31, of Radnor Township, special purpose parking zones, authorizing handicapped metered parking spaces to be changed to kiosk space numbers

- P. Ordinance #2015-08 (**Introduction**) – amending Chapter 270, Section 270-31, of Radnor Township, special purpose parking zones, authorizing two (2) new handicapped parking spaces to be installed in the North Wayne Lot near the Wayne Senior Center
- Q. Ordinance #2015-09 (**Introduction**) – Amending The Code Of The Township Of Radnor, Section 270-16, Stop Intersections For Pine Tree Road And Woods Lane And Pine Tree Road And Spruce Tree Road

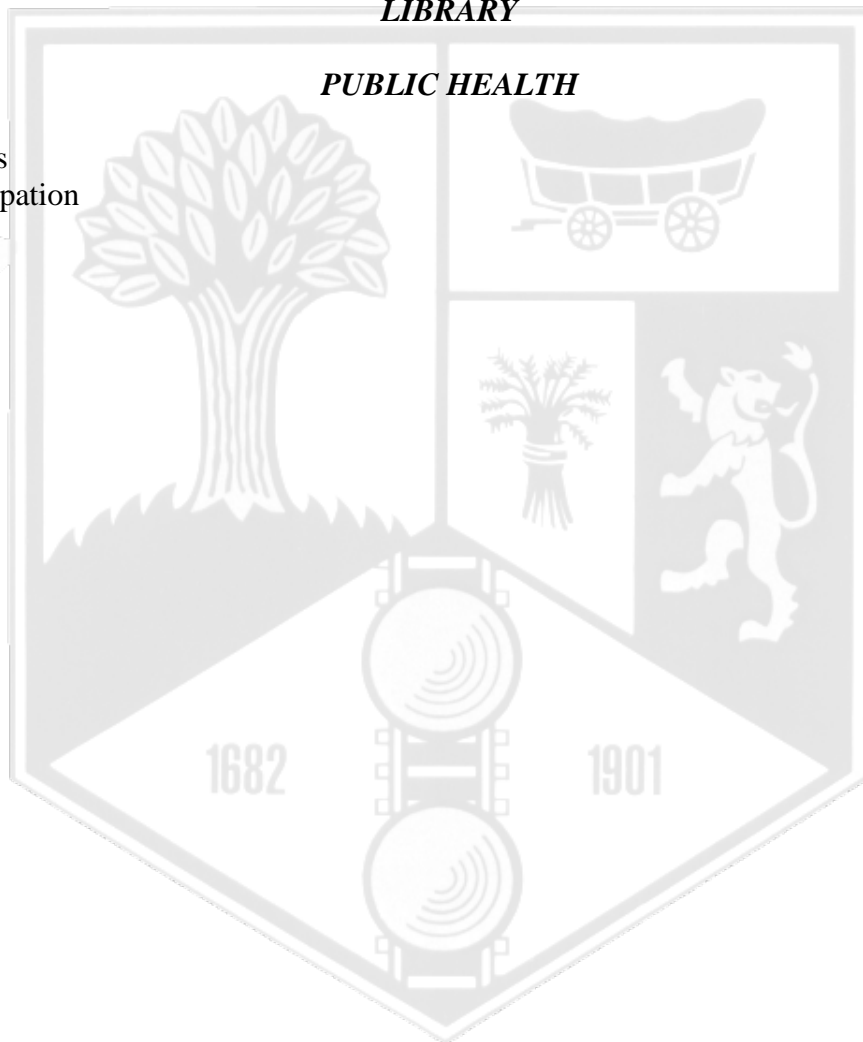
**PARKS & RECREATION**

- R. Resolution #2015-65 Authorizing the Township Manager to enter into an agreement with Wood Masters for the Purchase & Installation of Park Signs
- S. Resolution #2015-66 Authorizing the Township Manager to enter into an operating agreement with Jump Start Sports, LLC. to operate the Radnor Township Youth Basketball Program

**LIBRARY**

**PUBLIC HEALTH**

Old Business  
New Business  
Public Participation  
Adjournment



**RADNOR TOWNSHIP**  
**DISBURSEMENTS SUMMARY**  
**June 15 2015**

The table below summarizes the amount of disbursements made since the last public meeting held on May 18, 2015. 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>

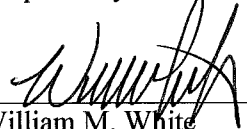
Fund (Fund Number)	2015-5C May 15, 2015	2015-5D May 22, 2015	2015-5E May 29, 2015	2015-6A June 5, 2015	Total
General Fund (01)	117,541.35	186,460.42	153,551.32	158,599.17	\$616,152.26
Sewer Fund (02)	17,420.77	4,818.98	1,054,461.81	2,038.58	1,078,740.14
Storm Sewer Management (04)	15,468.25	0.00	7,357.13	0.00	22,825.38
Capital Improvement Fund (05)	138,442.56	1,662.70	116,499.98	80,361.51	336,966.75
Police Pension Fund (07)	0.00	1,927.39	393.87	8,677.94	10,999.20
Escrow Fund (10)	1,800.00	0.00	0.00	4,800.00	6,600.00
Civilian Pension Fund (11)	0.00	1,587.69	297.13	7,060.74	8,945.56
Investigation Fund (12)	157.68	0.00	0.00	0.00	157.68
Grants Fund (16)	5,137.14	0.00	1,171.07	0.00	6,308.21
Police K-9 Fund (17)	221.00	0.00	61.98	360.00	642.98
\$8 Million Settlement Fund (18)	0.00	0.00	2,323.05	0.00	2,323.05
The Willows Fund (23)	0.00	0.00	166.59	127.19	293.78
<b>Total Accounts Payable Disbursements</b>	<b>296,188.75</b>	<b>196,457.18</b>	<b>1,336,283.93</b>	<b>262,025.13</b>	<b>\$2,090,954.99</b>
<i>Electronic Disbursements</i>	n/a	n/a	n/a		3,359,012.75
<b>Grand Total</b>	<b>\$296,188.75</b>	<b>196,457.18</b>	<b>1,336,283.93</b>	<b>262,025.13</b>	<b>\$5,449,967.74</b>

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.

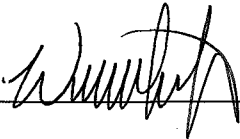
Respectfully Submitted,

  
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 William M. White  
 Finance Director

**ELECTRONICALLY PAID DISBURSEMENT LISTING**  
**Estimated Through July 13, 2015**

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	7/1/2015	6/15 Credit Card Revenue Processing Fees	\$3,000.00 *
Credit Card Revenue Fees - Actual	01-Variou	6/1/2015	5/15 Credit Card Revenue Processing Fees	\$2,024.94
Debt Payment	Various Funds	6/15/2015	TD Bank GOB Series 2010	\$2,168,984.38
Payroll [Pension] Transaction - Estimated	07-492-4980	7/1/2015	7/15 Police Pension Payments	\$171,497.64
Payroll [Pension] Transaction - Estimated	11-495-4980	7/1/2015	7/15 Civilian Pension Payments	\$133,705.79
Payroll [Bi-Weekly] Transaction - Estimated	01-various	6/18/2015	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	6/18/2015	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	6/18/2015	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	7/2/2015	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	7/2/2015	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	7/2/2015	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Payroll [CBA Special] Transaction - Estimated	01-various	7/1/2015	CDL Bonus Payment - General Fund	\$45,000.00
Payroll [CBA Special] Transaction - Estimated	02-various	7/1/2015	CDL Bonus Payment - Sewer Fund	\$4,000.00
<b>Period Total</b>				<b>\$3,359,012.75</b>

Submitted:



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

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

Original Estimate			Actual Amount
\$400,000.00	5/21/2015	Salaries and Payroll Taxes - General Fund	\$408,524.32
\$15,000.00	5/21/2015	Salaries and Payroll Taxes - Sewer Fund	\$13,318.11
\$400.00	5/21/2015	Salaries and Payroll Taxes - K-9 Fund	\$271.28
<b>\$415,400.00</b>			<b>\$422,113.71</b>
\$400,000.00	6/4/2015	Salaries and Payroll Taxes - General Fund	\$432,411.98
\$15,000.00	6/4/2015	Salaries and Payroll Taxes - Sewer Fund	\$13,699.63
\$400.00	6/4/2015	Salaries and Payroll Taxes - K-9 Fund	\$529.96
<b>\$415,400.00</b>			<b>\$446,641.57</b>
\$171,497.64	6/1/2015	Police Pension Payroll	\$171,497.64
\$133,705.79	6/1/2015	Civilian Pension Payroll	\$133,705.79
<b>\$305,203.43</b>			<b>\$305,203.43</b>

**TOWNSHIP OF RADNOR**  
**Minutes of Public Meeting of May 11, 2015**

The Radnor Township Board of Commissioners met at approximately 6:45 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

**Commissioners Present**

William Spingler, President  
John Fisher  
John Nagle  
Elaine Schaefer

James C. Higgins, Vice President  
Richard F. Booker  
Donald Curley

**Also Present:** Robert A. Zienkowski, Township Manager; John Osborne, Treasurer; John Rice, Township Solicitor; William White, Finance Director; Kevin Kochanski, Director of Community Development; Steve Norcini, Director of Public Works; Roger Phillips, P.E., Township Engineer; Damon Drummond, Traffic Engineer and Jennifer DeStefano, Executive Assistant to the Township Manager.

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

Notice of Executive Session of the Board of Commissioners meeting of May 11, 2015

All commissioners were in attendance, where matters of personnel, real estate and litigation were discussed.

Commissioner Spingler announced that HARB-2015-05 is off the agenda for this evening as well as item F - Resolution #2015-53 – **Preliminary Approval**– Preliminary Approval – 145 King of Prussia Road (BioMed) will be tabled this evening.

1. Consent Agenda

- a) Disbursement Review and Approval: 2015-4C, 2015-5A
- b) Consideration of a Motion to approve the Certificate of Appropriateness:
  - HARB-2015-05 – 120 & 124 Bloomingdale Avenue – This project has been revised from the prior submission to consist of five (5) dwelling units, two (2) singles and one (1) 3-unit building on the property at 124 Bloomingdale Avenue and a non-conforming commercial building will revert back to a single family detached dwelling at 120 Bloomingdale Avenue.
    - HARB-2015-06 – 211 Orchard Way – Addition and renovation.
  - HARB-2015-07 – 298 South Aberdeen Avenue – Removal of existing attached 1-story entry structure and two 2 car garage. Proposed new attached 1-story entry structure (on existing footprint) and new attached 1 ½-story three (3) car garage. Replacement of existing sunroom windows and doors.
  - HARB-2015-08 – 411 Louella Avenue - Restore and renovate carriage house, addition to house and replace stand-alone garage with attached garage.
    - HARB-2015-09 – 427 Midland Avenue – Addition and new deck.
- e) Authorization to Receive Bids for the 2015 Superpave Resurfacing Program
- d) Resolution #2015-56 – Awarding the Contract for Pavement Markings/Long Line Striping

Commissioner Booker asked for item c to be removed from the consent agenda as well.

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

c) Authorization to Receive Bids for the 2015 Superpave Resurfacing Program

Commissioner Nagle made a motion to approve, seconded by Commissioner Schaefer. Commissioner Booker inquired for the background of the proposed authorization and a list of the streets on the list. Mr. Norcini gave a brief background of the authorization.

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

2. Resolution #2015-57 – Authorizing the Township to remit \$20,000 to Main Line School Night towards exterior painting of the Creutzburg Center in Harford Park

Claudia McBride, Executive Director for MLSN was present at the meeting to request \$20,000 contribution from the Township for exterior painting of the Creutzburg Center.

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

There was a brief discussion amongst the Commissioners and Claudia McBride, Executive Director in regards to the colors that will be chosen for the exterior of the Creutzburg Center in Harford Park.

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

3. Resident Discussion on Villanova University Project

Roberta Winters – She read a prepared statement in regards to a dear friend who died in a traffic accident at the intersection of Ithan and Lancaster avenues 40 years ago.

Sigmund Fleck, attorney for Tish Long-Friends to Preserve Radnor – Commented that Villanova is still legally obligated to build a bridge/tunnel at Ithan and Lancaster avenues which was approved in 1990.

4. Public Participation

Kimberly Rolph, Pine Tree Road – She commented in regards to the speed and traffic on Pine Tree Road and the progress in reviewing traffic calming measures on the road.

Sarah Armstrong – She commented in regards to her support of stop signs on Pine Tree Road and if they can be used as traffic calming.

5. Committee Reports**COMMUNITY DEVELOPMENT**

- A. Ordinance # 2015-03 - (Introduction) - Amending Chapter 170 of the Radnor Township Code, "Food Regulations", by revising the provisions contained therein to reflect amendments to the Department of Agriculture Food Code (7 Pa. Code §§ 46.1 – 46.1201) and the adoption of the Retail Food Facility Safety Act of 2010 (3 Pa.C.S. §§ 5701 – 5714)

Commissioner Curley made a motion to introduce, seconded by Commissioner Nagle. Motion passed 7-0.

**PUBLIC SAFETY**

- B. Ordinance #2015-04 – (Adoption) - Section 270-16, Stop Intersections, Adding New Stop Intersections for Oakford Road, Arbordale Road and Creek Drive

Commissioner Schaefer made a motion to adopt, seconded by Commissioner Curley. Motion passed 7-0.

*C. Ordinance #2015-05 – (Adoption) - Chapter 270, Section 270-31 - Rescinding Handicapped Parking Space on David Drive*

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

***PUBLIC WORKS & ENGINEERING***

*D. Resolution #2015-54 – Preliminary Approval – Preliminary Approval – Villanova University Housing Project*

Nick Caniglia, Attorney for the applicant briefly discussed outstanding items/concerns in the review letters in regards to the project. There was an in depth discussion amongst the Commissioners, applicant and staff in regards to items in the resolution; calculation of Park & Rec Impact fee; comments in review letters; requested waivers; and the church walk pedestrian bridge. There was additional discussion on the requirement for a bridge and/or a tunnel for pedestrians which was a condition in 1990.

Public Comment

Christina Perrone, Wayne – She commented in regards to dormitory resident status, presented a time-line taken from the old documents that followed a tunnel that was to be constructed at Ithan and Lancaster Avenues.

Jane Galli, Barcladen Road – She commented about the traffic plan that was completed by the University in regards to the placement of the proposed bridge/tunnel.

Jim Yannopolus, Braxton Road – He commented about the location of the proposed pedestrian bridge.

Phil Ahr, Meredith Avenue – He also commented in regards to the placement of the proposed pedestrian bridge.

Matt Marshall, Walnut Avenue – He commented about the park & rec fee as well as why the applicant was not required to finish the tunnel.

Luke Clark, Midland Circle – He commented about the park & rec fee and how it could help improve the parks in the Township.

Toni Bailey – She read a statement in regards to the safety of the students and all necessary analysis should be completed and reviewed.

Zigmund Fleck – He commented that he would like to hear the solicitor’s opinion of the issuance of the certificate of occupancy and its effect on the situation as well as a resolution needing to be obtained in regards to the bridge/tunnel that was a condition in 1990.

Chris Kovolski, Villanova University – He stated that officials contacted eight people working at Villanova University at that time and learned that area residents had opposed the tunnel because of traffic disruption while it was being built and the township dropped the idea. Meanwhile, changes to that intersection have improved its safety, including left turn lanes and a pedestrian scramble while red lights hold back traffic in all four directions.

Jim Yannopolus, Braxton Road – He commented in regards to Mr. Kovolski’s comments.



Sara Pilling, Garrett Ave. – She commented in regards to the danger for students crossing during the pedestrian scramble at Ithan and Lancaster avenues also that she would like to see full cost of the bridge in escrow so the Township can be sure it will be constructed.

Commissioner Spingler made a motion to approve with the following amendments: Item 7 of the resolution to read: *7. The Applicant shall pay \$174,408.00 in park and recreation fees based on a total square footage of 210,957 in lieu of dedication of park land. All fees are due and payable upon execution of development and financial security agreements.*

Item 3: *3. The Applicant shall comply with the two May 4, 2015 correspondences of RETTEW, copies of which are attached hereto and incorporated herein collectively as "Exhibit "C" except for the following revisions: a. Church Walk letter, Subdivision section- paragraph 2 with respect to a separate walkway to St. Thomas of Villanova Church is deleted and not a required condition. b. Lancaster Avenue Housing review letter, Specific Zoning section-paragraph 7 requiring a rezoning of the portion of the site zoned R-3 is deleted and not a required condition.*

Motion seconded by Commissioner Curley.

Commissioner Fisher made a motion to amend the motion as follows: Villanova University agrees to cap their full-time undergraduate enrollment as it is now; Seconded by Commissioner Booker. Motion failed 2-4 with Commissioners Curley, Spingler, Higgins and Nagle opposed and Commissioner Schaefer recusing herself.

Commissioner Fisher made a motion to amend the resolution to include a right turn lane eastbound on Lancaster Avenue onto Ithan Avenue, seconded by Commissioner Booker. Motion failed 2-4 with Commissioners Curley, Spingler, Higgins and Nagle opposed and Commissioner Schaefer recusing herself.

#### Public Comment

Christina Perrone – She commented in regards to the need of a right turn lane eastbound on Lancaster Avenue onto Ithan Avenue.

Phil Ahr, Garrett Hill – He commented about the need for a right turn lane eastbound on Lancaster Avenue onto Ithan Avenue.

Commissioners Fisher and Booker were in agreement for a right turn lane at eastbound on Lancaster Avenue onto Ithan Avenue.

Commissioner Curley made a motion to amend item 10 to read: *10. The Applicant shall execute Development and Financial Security Agreements in a form and manner to be approved by the Township Solicitor. Prior to any construction, the Applicant shall provide a detailed staging plan **acceptable to the Township** addressing off site erosion, street sweeping, the impact of special events, construction worker parking, and any required road closures of Township or State streets during construction.*, seconded by Commissioner Booker. Motion passed 6-0 with Commissioner Schaefer recusing herself.

Commissioner Curley made a motion to amend item 12 to read: *12. The Applicant shall comply with current IBC and NFPA guidelines for all new construction. The Applicant shall provide sufficient vehicle access to all buildings **as recommended by the Township**. Additionally, the Applicant shall provide to the Township information and/or training guidelines for firefighting issues which may arise upon construction*

*and operation of the proposed parking structure.*, motion seconded by Commissioner Higgins. Motion passed 6-0 with Commissioner Schaefer recusing herself.

Commissioner Curley made a motion to approve SLDO 255-29 A(2) to permit 22' entry/exit drives as shown on the Plan, seconded by Commissioner Nagle. Motion passed 4-2 with Commissioners Booker and Fisher opposed and Commissioner Schaefer recusing herself.

Commissioner Curley made a motion to approve SLDO 255-27 H. to permit a reduced 30 foot curb radius at the southwest corner of the Ithan/Lancaster Avenue intersection, seconded by Commissioner Nagle. Motion passed 4-2 with Commissioners Booker and Fisher opposed and Commissioner Schaefer recusing herself.

#### Public Comment

Jane Galli, Barcladen Road – She commented whether the firetrucks will be able to make the turn without driving on the sidewalk.

Susan Stern – She commented in regards to condition #8 in the resolution and asked for the pedestrian bridge to be listed clearly in the condition.

Commissioner Fisher made a motion to amend condition 8 to read: *8. The Applicant shall construct all public improvements shown on the Plan including construction of the pedestrian bridge across Lancaster Avenue at Church Walk*, seconded by Commissioner Booker. Motion passed 5-0 with Commissioner Higgins absent from the room for the vote and Commissioner Schaefer recusing herself.

Commissioner Booker made a motion to amend the resolution with a condition that the applicant must build the pedestrian tunnel across Lancaster Avenue as agreed upon by the Board of Commissioners in 1993, seconded by Commissioner Fisher. Motion failed 2-3 with Commissioners Curley, Spingler and Nagle opposed and Commissioner Schaefer recusing herself.

#### Public Comment

Phil Ahr, Garrett Hill – He asked for the bridge to be built prior to occupancy of the dormitories.

Commissioner Fisher made a motion to amend condition 8 to read: *8. The Applicant shall construct all public improvements shown on the Plan including construction of the pedestrian bridge across Lancaster Avenue at Church Walk prior to the commencement of construction of the new dormitories*, seconded by Commissioner Booker. Motion failed 2-4 with Commissioners Curley, Spingler, Higgins and Nagle opposed and Commissioner Schaefer recusing herself.

Commissioner Fisher made a motion to amend condition 8 to read: *8. The Applicant shall construct all public improvements shown on the Plan including construction of the pedestrian bridge across Lancaster Avenue at Church Walk prior to occupancy of the new dormitories*, seconded by Commissioner Booker. Motion passed 6-0 with Commissioner Schaefer recusing herself.

Commissioners gave brief closing comments on the proposed project.

Commissioner Spingler called the vote on the original motion. Motion passed 4-2 with Commissioner Booker and Fisher opposed and Commissioner Schaefer recusing herself.

*E. Discussion - Draft PLO Amendment- RETTEW Associates*

Steve Gabriel continued his discussions of his draft PLO amendment. It compares the trips generated by various mixed use development scenarios to the trips generated by the 475,000 all office plan currently in front of the Township. The scenarios include sizes of uses consistent with the floor area percentages allowed under the draft ordinance. There was a discussion amongst Commissioners with Mr. Gabriel about his proposed amendment.

Commissioner Higgins made a motion to direct RETTEW to prepare draft ordinance to be presented at the June 15<sup>th</sup> BoC meeting, seconded by Commissioner Schaefer.

Public Comment

Lloyd Goodman, Radnor Racquet – He commented in regards to the impacts of his property.

George Broseman, representing Brandywine Realty – He commented that his client is in support of mixed-use and look forward to seeing a draft ordinance.

Commissioner Higgins called the vote, motion passed 3-2 with Commissioners Booker and Curley opposed; Commissioner Spingler and Fisher absent.

~~*F. Resolution #2015-53 – Preliminary Approval – Preliminary Approval – 145 King of Prussia Road (BioMed)*~~

Removed from the agenda at the request of the applicant.

***FINANCE & AUDIT - None***

***LIBRARY - None***

***PARKS & RECREATION - None***

***PERSONNEL & ADMINISTRATION - None***

***PUBLIC HEALTH -None***

*Old Business*

Commissioner Booker requested a discussion at the next BoC meeting to review future zoning amendments which would only effect on ward.

*New Business*

Commissioner Nagle discussed that the Park and Recreation Fee Ordinance needs some work and he would like to see it on a future agenda for discussion.

*Public Participation*

None

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

*Respectfully submitted,  
Jennifer DeStefano*

**TOWNSHIP OF RADNOR**  
**Minutes of Public Meeting of May 18, 2015**

The Radnor Township Board of Commissioners met at approximately 6:45 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

**Commissioners Present**

William Spingler, President  
John Fisher  
John Nagle  
Elaine Schaefer - **Absent**

James C. Higgins, Vice President  
Richard F. Booker  
Donald Curley

**Also Present:** Robert A. Zienkowski, Township Manager; John Osborne, Treasurer; John Rice, Township Solicitor; William White, Finance Director; Kevin Kochanski, Director of Community Development; Steve Norcini, Director of Public Works; Roger Phillips, P.E., Township Engineer; Damon Drummond, Traffic Engineer and Jennifer DeStefano, Executive Assistant to the Township Manager.

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

Notice of Executive Session of the Board of Commissioners meeting of May 18, 2015

All commissioners were in attendance, where matters of personnel, real estate and litigation were discussed.

1. Consent Agenda

- a) Disbursement Review and Approval: 2015-5B
- b) Approval of minutes for the Board of Commissioners meeting of April 27, 2015
- c) Acceptance of Department Monthly Reports
- d) Resolution #2015-59 - Award of the Contract for Project #B-15-003, Radnor Chester (SR1021) and Rader Road Traffic Signal Installation

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

1. Recognitions by Radnor Police Department

Superintendent of Police William A. Colarulo made a presentation to Radnor Police Officers as well as Haverford Township Police which were involved in an incident on April 27<sup>th</sup> at the Jack Barrack Academy. Delaware County District Attorney Jack Whalen thanked and presented the officers with certificates of appreciation.

Lieutenant Flanagan made a presentation to the Citizens Police Academy class #2015-01 for their successful completion of the program.

Mr. Zienkowski thanked Jim Doling for his leadership on the creation and launch of the new Township website.

~~2. Update on the Willows~~

Removed from the agenda

3. Radnor Historical Society to present their proposal for an ordinance protecting the dispersed historical assets in the Township

Greg Prichard made a brief presentation proposing the creation of an ordinance to protect historical assets in Radnor Township. There was a brief discussion amongst the Commissioners on how to proceed with a potential ordinance.

4. Public Participation

Marty Costello – Announced the annual Radnor Township Memorial Day Parade which will take place on May 25, 2015 beginning promptly at 9:45 AM. The Grand Marshall for this year's parade is Bob Hoyt. Beginning at 11:30 there will be a brief ceremony at the War Memorial on South Wayne Avenue.

5. Committee Reports

**PUBLIC SAFETY**

A. Ordinance #2015-06 (Introduction) - Amending Ordinance 2013-17 dated January 6, 2014, Chapter 270 of Radnor Township revising Section 57, parking meter zones on Lancaster Avenue, south side, from 2 hour parking to 15 minute parking

Commissioner Spingler made a motion to introduce, seconded by Commissioner Higgins. Superintendent Colarulo gave a brief description of the proposed ordinance. Commissioner Spingler called the vote, motion passed 6-0 with Commissioner Schaefer absent.

**PUBLIC WORKS & ENGINEERING**

B. Pine Tree Road Stop Sign Evaluation presentation and discussion

Amy Kaminski made a brief presentation on proposed traffic calming on Pine Tree Road which can be found on the Township website.

There was an in depth discussion amongst the Commissioners and staff in regards to available options for traffic calming on Pine Tree Road.

Public Comment

Kimberly Roth, Pine Tree Road – She discussed her concerns and the need for slowing of traffic on her road.

Jeff Fleming, Pine Tree Road – He commented in regards to the sight line at the top of the street and at the lower end is speed.

Kevin Brown, Pine Tree Road – He commented also in regards to the need for traffic calming on Pine Tree Road.

There was agreement of the Board for staff to come back to the Board with an ordinance for introduction of stops signs at Woods and Spruce Tree Roads & speed cushions or bulb-outs at Rock Rose and Cricket as well as a proposal for additional traffic calming measures at the bottom half of Pine Tree Road.

~~C. Resolution #2015-58 Homeowner (SFR) Stormwater Facility Rebate Program (the SWMAC will have brief presentation for this)~~

Removed from the agenda.

~~D. Resolution #2015-53 (Preliminary Approval) - 145 King of Prussia Road (BioMed)~~

This item has been removed from the agenda per the request of the applicant.

Commissioner Higgins presented Steve Norcini, Director of Public Works with a Proclamation from Governor Wolf in recognition of Public Works week.

**COMMUNITY DEVELOPMENT**

E. Authorization for the Township Solicitor to draft amendment to Recreation Impact Fee Ordinance

Commissioner Nagle commented that this agenda item is so the Township can make necessary changes to address the recent oversight in regards to dormitories.

Commissioner Fisher made a motion for Solicitor Rice to review and revise the ordinance as it is currently written to make certain that all the uses in the Township are covered and that it has fair & equitable treatment on all the uses, seconded by Commissioner Spingler. Motion passed 6-0 with Commissioner Schaefer absent.

Public Comment

Jane Galli, Barcladen Road – She commented that she would like the Commissioners to consider the students in Radnor Township as residents.

F. Discussion of future zoning ordinance amendments (Per Commissioner Booker)

This item has been removed from the agenda per Commissioner Booker. He requests that it is placed on a future agenda for discussion.

**FINANCE & AUDIT - None**

**LIBRARY - None**

**PARKS & RECREATION - None**

**PERSONNEL & ADMINISTRATION - None**

**PUBLIC HEALTH**

Commissioner Nagle commented that the Board of health discussed the awareness of Lyme disease at their meeting tonight.

Old Business

Solicitor Rice discussed a written request to the Board in regards to extension of payments until August which were conditions in the approval resolution for Ardrossan.

Commissioner Spingler made a motion to grant the extension until August 10, 2015, seconded by Commissioner Higgins. Motion passed 5-1 with Commissioner Booker opposed.

*New Business*

Commissioner Fisher wanted to announce to residents that there was an incident with the Tub Grinder and asked them to please not place metal in with their yard waste. The Tub Grinder has been damaged and it will be approximately \$10,000 to repair.

*Public Participation*

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

*Respectfully submitted,*

*Jennifer DeStefano*

# RADNOR TOWNSHIP RECREATION & COMMUNITY PROGRAMMING DEPARTMENT MONTHLY REPORT – APRIL 2015



## Programs/Excursions/Events

- Programming consisted of:
  - After-School Science with Professor Bob at Ithan (11 participants)
  - After-School Chess with Shining Knights at Ithan (20 participants)
  - Preschool Soccer with Soccer Shots (109 participants)
  - Preschool Soccer with World Cup Sports Academy (58 participants)
  - Preschool T-ball with Jump Start Sports Academy (107 participants)
  - Women's Boot Camp (11 participants)
  - Men's Basketball (19 participants)
  - Pickleball Clinic (14 participants)
  - Pickleball League (22 participants)
  - Regal Movie Discount Ticket Program (78 movie tickets sold to date 2015)
  - PRPS Discount Ticket Program (worked with PRPS on availability of tickets for amusement parks)
  - Manager's Challenge Lecture Series – Mindful Eating Seminar (14 participants)
  - Bob Bigelow Presentation on Youth Sports (40 participants)
  - Wheels of Wayne Car & Motorcycle Show (100 vehicles registered/displayed; 4,000 in attendance).
  - Arbor Day Celebration/Radnor Township Tree City USA - 23 Years (30 participants)
  - Chester Valley Sportsman's Youth Trout Derby (227 participants)
  - Radnor Scouts Bike Rodeo (74 participants)
- Spring Programming attendance has grown approximately 140% from 2014 to with the addition of the pickleball clinic and league and the new programs run and administered by Jump Start Sports (Preschool T-ball; Spring Break Sports Camp; In-Service Day Programs).
- Wrapped up Radnor Youth Basketball Program finances and continued working through the program partnership development process.
- Met with spring and summer programming and event vendors/instructors and aligned contractual agreements; coordinated facility schedules with venues; developed new walking club and summer specialty camps including new baseball, field hockey, all-sports, and science camps.
- Developed and distributed Spring & Summer 2015 Recreational Activities Brochure.
- Developed various components of Radnor Day Camp and Summer Preschool Camp (RDC has 161 full-day camp registrants/9 half-day registrants; PKC has 30 registrants) including facility usage details with Radnor Elementary School; camp trip and visitor schedules; restructuring of the swimming program at Radnor Day Camp due camp relocation (will take place at RHS); the hiring process for all open summer positions; the planning process with camp Directors and Coordinators; implemented extended day camp PM hours for RDC.
- Upcoming Community Events coordinated consisted of:
  - Wheels of Wayne Car & Motorcycle Show – coordinated sponsorships, vehicle/vendor registration processes, activities, promotions, and logistics.
  - Arbor Day Celebration – coordinated partnerships and event logistics.
  - Bike Rodeo – coordinated logistics and activities.
  - Wayne Magazine Music Festival – coordinated event logistics and impact to Township Departments; planned fireworks and logistics.
  - Great American Backyard Campout – coordinated activities and registration.
  - Summer Concert Series – prepared three concert nights July to August at Veterans Park, Clem Macrone Park, and Bo Connor Park.
  - Night at the Ball Park – planned activities and fireworks.
  - Radnor Run – attended monthly meeting.
- Continued sponsorship development by working with local businesses and organizations for current events and programs; conducted meetings and discussions with several potential sponsors to secure monetary and in-kind sponsorships for 2015 events; monetary sponsorship contributions are near \$15,000; updated areas of the website to include continual updates on event information and sponsorship opportunities.



- Continued/developed event and programming collaborations with Radnor Township School District, Villanova University, Radnor Memorial Library, Wayne Senior Center, the Wayne Business Association; the American Lung Association, Radnor Hotel, La Maison, PSSC, and with other prospective businesses and organizations within the community.
- Prepared financial reporting and evaluation for seasonal programming, events, discount ticket program, picnic, park, athletic field, and facility rentals; continued review and development of the Department's Goals and Objectives/Projects and Status for 2015.

### **Administrative**

- Processed daily phone and email communications in order to provide information on community sports, recreational activities, and events; set up online registration for applicable programs and events through egov Strategies/handled registrations for programs; prepared purchase orders/invoices, deposited income; conducted ongoing program wrap-ups as needed including the reconciling of participation numbers, finalizing instructor payments, performing program financial analyses, and sending out program evaluations; coordinated locations and logistics for programming, scheduled facility reservations/submitted applications, maintained Outlook event calendars, met with instructors and vendors to develop program agreements and process background checks; continued utilization of PEN (Programmer's Exchange Network) listserv to obtain and share information to evaluate and advance; updated all Department areas of the Township website and social media page and distributed monthly/weekly e-newsletters; filmed our monthly segment for the *Radnor 411* television show, *30 Minutes with the Manager* television show, and prepared slides for the Radnor Cable Channel; coordinated ongoing marketing efforts; managed inventories and distributed supplies to programs; worked with Township solicitor on various pieces of Department legislation and matters.
- Continued to work with Program Supervisor and Program Coordinator through continued planning, programming, and procedures; visited facilities in the Township; met with organizations; discussed daily/seasonal operations, services, and Township/Department procedures; conducted programmatic planning and developed short-term goals and objectives for 2015.
- Attended and prepared reports and documentation for monthly Board of Commissioners Meetings and monthly Parks Board Meeting.
- Attended weekly staff meetings with Township Manager and Department Directors/Supervisors.
- Program Supervisor attended monthly Township Safety Committee meeting and assisted in the coordination of the Township Health & Safety Fair.
- Attended bench dedication at Bishop Richard Allen Park for the late, former Commissioner Lisa Paolino.
- Attended Workplace Diversity Training seminar.
- Worked with Township Solicitor to discuss details of State Act 153 and impact on Department background clearance process.
- Met to discuss staff performance evaluations and discuss personnel performance matters.
- Met with Finance staff and enterprise-wide finance software demo representatives.
- Worked with spring internship student from Temple University; interviewed and coordinated summer internship candidate.
- Monitored budgetary line items; developed budgetary analyses outline and management of vendor expense data along with budgetary composition analyses; continued to build on our Department's reporting and time allocation; developed cost assumptions and cost recovery illustrations relative to our Department's financial overview; continued review of Department operating budget and parks capital and improvement planning.
- Administrative Projects underway: Passport to Parks Program Initiative; Department Strategic Plan; Online registration solution for programs.

## Parks/Facilities

- **Athletic Fields**: Coordinated field scheduling for spring and summer 2015 with the community sports organizations, local schools, and programs; coordinated spring field requests with primary spring users - Radnor Boys and Girls Lax; Radnor Wayne Little League; Radnor Soccer Club; St. Katharine's of Siena School; Agnes Irwin School; Sacred Heart; and many other schools and organizations for rentals.
- **Park Areas**: Continued taking reservations for the 2015 season.
- **Trails**: continued working with the Delaware Valley Planning and Recreation Commission on a project that will entail pedestrian and cycle counts along the Radnor Trail utilizing equipment and technology that was funded by the DVPRC's grant receipt from the William Penn Foundation – regretfully this project will not develop due to the assumption of liability; the Radnor Trail will be celebrating 10 years in 2015.
- **Radnor Activity Center**: Coordinated usage and rentals – 7 rentals took place in April, most were for multiple dates, along with the Department's seasonal recreational usage including Spring Break Sports Camp; Pickleball League; PSSC Volleyball League; and other Department-related programming; we have continued to work on new rental opportunities, the birthday party program and general program growth at the facility; we are in the process of replacing the four side baskets in the facility.
- **The Willows**: Working with the Willows, LLC. (firm that has been authorized by the Board of Commissioners in September 2014 through the development of a lease agreement to operate the Willows Mansion as a wedding/event facility with improvements to the Willows Mansion and the addition of a pre-fabricated event structure/terrace to accommodate 200+) on their timeline for building entry and construction as they have continued to develop their financing relative to the project. Replacement of the Willows entryway bridge remains underway through 2015 and the low-bidder was authorized at the March 23<sup>rd</sup> Board of Commissioners Meeting.
- **Encke Park/Township Building Complex**: Recommended by the Parks & Recreation Board and authorized by the Board of Commissioners, a project is underway with members of Radnor Wayne Little League on park improvements that will include a combination comfort station/concession stand, and other anticipated park improvements such as repairs to the driveway access off of Iven Avenue, electronic scoreboards, and ball field conversion completion; this project will utilize funds received as part of the Township Building cell tower contract renegotiation; we are finalizing a Memorandum of Understanding with RWLL relative to the park improvements and RWLL's obligations, usage, and ownership; the project is underway. A rain garden project was installed near the streambank and parking area (see February 23<sup>rd</sup> BOC Meeting presentation by Dan Meier of the EAC); the parking expansion plan for the Township Building/Encke Park complex and resurfacing of Radnor Skatepark is currently underway.
- **Radnor Skatepark Improvements**: Recommended by the Parks & Recreation Board and authorized by the Board of Commissioners, the project is underway provide improvements to the skatepark that entails replacement and upgrade to structures – existing and new equipment will be re-installed in mid-May; top coat color surfacing will take place after the equipment is re-installed; this project will utilize funds received as part of the Township Building cell tower contract renegotiation;
- **Emlen Tunnell Park**: A shed (from the Township Building) was placed at Emlen Tunnell Park for the benefit of the RWLL softball program; Tunnell B field skinning will take place in late May.
- **Park Signage Replacement**: Approved in the 2015 Township Capital Plan, the process of replacing park signage is currently underway for Cowan, Encke, and Warren Filipone Parks and we anticipate a final review at the signs in May with the Parks & Recreation Board; continued working with Bentley Homes to finalize the Township gateway entry sign located at Unkefer Park.
- **Clem Macrone Park Master Planning**: A master plan was developed that reviewed the existing site and provided a conceptual plan of how the park should be developed to maximize its footprint and best serve the passive and active recreational needs of the community (presented to Parks & Recreation Board and to the Board of Commissioners in April 2014); authorization to proceed with Kimmel-Bogrette to prepare the construction/design documentation was approved at the

Monday, January 12<sup>th</sup> BOC Meeting and is underway – we will be meeting with the neighbors and members of the public on Wednesday, May 20<sup>th</sup> at 7:00 PM at the Radnor United Methodist Church to review the plan; an application was submitted for the DCNR C2P2 Program Grant in the amount of \$350K (requires a dollar-for-dollar match); the grant application that was submitted to the DCED Greenways, Trails, and Recreation Program (GTRP) for \$250K was approved with notification that \$224K has been awarded as part of this program with a required match of \$39,500; funding has been requested from the State Capital Budget Program (no notification has been given to date); \$5,000 has been received from a PECO grant application.

- **Veterans Park Planning:** (formerly St. Davids Community Park): Planning project underway to honor Veterans, educate visitors, and improve various features of the site; The Parks and Recreation Board (on March 13<sup>th</sup>) and the Board of Commissioners (on March 24<sup>th</sup>) reviewed the Conceptual Plan as presented by Simone Collins Landscape Architecture who have been engaged to develop the plan; we met with the neighbors of the park in late April to discuss and review the plan; Simone Collins has incorporated the changes to the plan that were recommended and the updates were shared with the Parks & Recreation Board the park neighbors in July; fundraising is underway by the Township Manager to fund the park changes.
- **North Wayne Park Stormwater Plan:** Development of a plan is underway and has been ongoing since 2010 to install a stormwater retention system at the site of North Wayne Park while retaining the recreational amenities of the site; public meetings took place with residents in June 2014 and at the September 22<sup>nd</sup> Board of Commissioners Meeting; the voted stormwater plan, that retains the current recreational features of the park, is currently under development.
- **Greenways & Open Space Network Plan:** The Greenways and Open Space Network Plan has been completed. The plan examines opportunities for new pedestrian and bicycle routes throughout the Township that will link open space, natural areas, parks, existing trails, schools, residential developments, places of business, regional transportation, other prominent Township destinations, and provide links to trails in adjoining municipalities. The final plan was presented and approved by the Board of Commissioners in December 2014.

Respectfully Submitted,

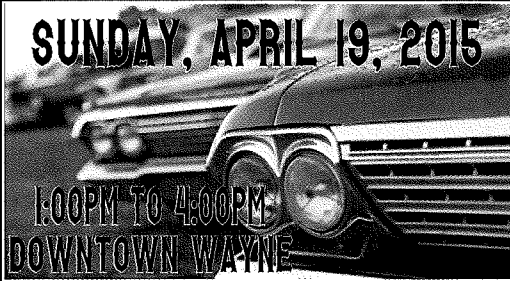


Tammy S. Cohen  
Director of Recreation & Community Programming

**RADNOR TOWNSHIP RECREATION & COMMUNITY PROGRAMMING**

*presents...*

# **WHEELS OF WAYNE**

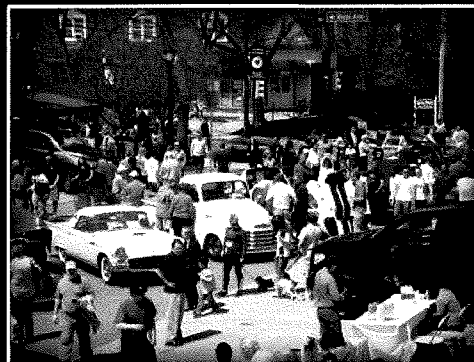
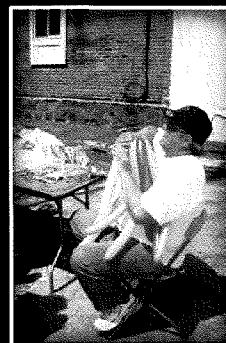


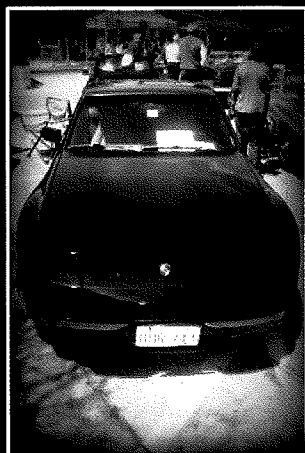
This wonderful staple event took place on Sunday, April 19<sup>th</sup> on North Wayne Avenue and West Avenue in Downtown Wayne! The streets were adorned with Classic Cars, Trucks, Businesses, Vendors, Community Groups, Entertainment, and our community members!

The event featured classic vehicles as early as 1929 and as new as 2015!

The event included:

- Car Judging and Awards
- Pulled Pork BBQ Contest AND Pizza Contest
- Children's Activities
  - Moon Bounces
  - Balloon Twisters
  - **NEW THIS YEAR: NASCAR Car Simulator**
- DJ-Musical Entertainment
- Fun for the whole family!





The event drew a crowd of 4,000 and will continue to be a staple community event in Radnor Township for many years to come! Our *Wheels* are already spinning for how to make the 2016 event even more successful and we are looking forward to a bigger and better future for *Wheels of Wayne!*

## THANK YOU TO OUR SPONSORS!

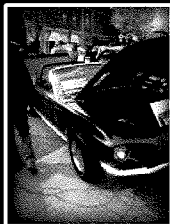


RANGE  
ROVER

MAIN LINE



## CONGRATULATIONS TO OUR WINNERS!



**BEST IN SHOW CAR**  
**Susan Stanley**



**BEST IN SHOW TRUCK**  
**Michael Maguire**



**PEOPLE'S CHOICE**  
**William Conway**



**FIRST RUNNER UP CAR**  
**Kenneth Smith**



**FIRST RUNNER UP TRUCK**  
**Bill Bruno**

## CONGRATULATIONS TO OUR WINNERS!



**BEST PUBLIC SAFETY/UTILITY VEHICLE**  
**Radnor Fire Company**



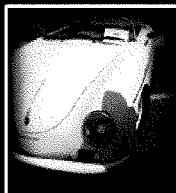
**BEST PAINT JOB**  
**Joe Burke**



**BEST CONVERTIBLE**  
**Mary Pacifico**



**BEST MUSCLE CAR**  
**Jim and Judy Spahr**

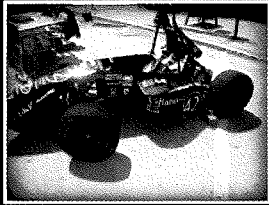


**BEST FOREIGN VEHICLE**  
**Joseph Marrone**



**BEST DOMESTIC VEHICLE**  
**Timothy Stone**

## CONGRATULATIONS TO OUR WINNERS!



**MOST UNIQUE VEHICLE**  
**Villanova University**

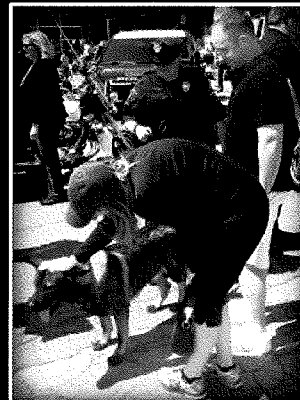


**BEST ECO-FRIENDLY VEHICLE**  
**Ron Ercole**



**BEST KIDS' VEHICLE**  
**Matthew Brown**

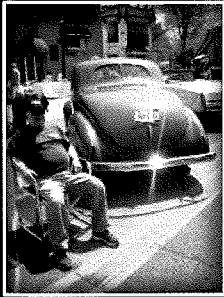
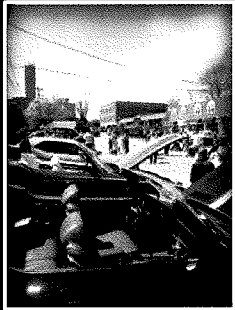
For a full list of the participating vehicles in this year's event, including the award winners, click [here](#)!



**THANK YOU TO ALL OF THE  
RADNOR TOWNSHIP STAFF  
MEMBERS FOR THEIR HARD WORK  
AND EFFORTS IN MAKING THIS  
EVENT A HUGE SUCCESS!**



**THANK YOU TO EVERYONE WHO CAME TO THE EVENT!**



**Radnor Township**  
**Public Works Department**  
**Monthly Report for May 2015**

**Building Maintenance**    *1 man*

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

**Fleet**                            *3 men*

- Daily routine checkups of police vehicles
  - 31 vehicles
- Vehicle safety inspections for all departments
  - 12 vehicles
- Major Repairs – Unit #58 Replace rotted fuel tank  
Unit #10 Re-rivet divider in rear of van  
Unit #82 Fabricate hydraulic tank  
Unit #58 Replace rotted oil pan  
Unit #S-2 Replace crushed a/c condenser  
Unit #26 Replace air compressor for air brakes  
Unit #36 Repair exhaust stack and heat shield  
Unit #27 Dealer repair, computer and turbo charger  
Unit #NH-2 Replaced 4 tires on skid loader  
Unit #85 Replace ignition control assembly & spring  
Unit #TG-1 Evaluate damage to Tub Grinder
- Hydro Hose Assemblies – 6
- Scheduled Vehicle Maintenance
  - Unit #12
  - Unit #L-1
  - Unit #3
  - Unit #NH-2
  - Unit #7
  - Unit #4
  - Unit #25
  - Unit #6
  - Unit #101
  - Unit #30
  - Unit #S-2
- Repair, Service and Maintain 145 pieces of equipment and vehicles

**Highway**                            *12 men*

- Attended All Staff meetings
- Installed new traffic signs
- Repaired meters for parking authority
- Replaced bulbs as needed on traffic signals
- Ran the Tub Grinder at Skunk Hollow
- Installed speed boards for police dept.
- Cleaned inlets throughout the Township
- Delivered Barricades for various events
- Assisted Sewer Department
- 250 storm drains cleaned
- 100 pot holes filled
- Filled pot holes on State Roads
- Began painting street markings
- Repaired sinkhole on Belrose Ave.
- Set up Radnorshire Room for Meetings.
- Painted Skate Park Equipment
- Installed Fountains at the Willows
- Turned compost piles at Skunk Hollow
- Delivered mulch & grindings to EAC locations
- Replaced and repaired signs as needed
- Called Higgins Electric for Traffic Signal Concerns
- Cleaned Storm Sewer Lines with the Sewer Department
- Moved Speed Boxes for Police Department
- Cleaned business district
- Installed new delineators at the trail entrance
- Called in water main breaks
- Curb job on Orchard Way
- Assisted with trash and recycling
- Installed barricades for graduations
- Cleaned Business District & Set up for Memorial Day Parade
- Installed Parking Stops in the new parking lot at the Township Building
- Closed King of Prussia Road for truck accident at the bridge
- Washed All Highway Vehicles & Equipment

**Parks** *13 men*

- Attended all staff meetings
- Cleaned all Park Restrooms, 3 times per week
- Picked up trash at parks and bike trail, 3 times per week
- Checked the Radnor Bike Trail after all storms
- Groomed all ballfields 3 times per week
- Repaired ruts at Parks
- Cut all playing fields 2 times per week
- Planted 8 trees on Radnor Bike Trail
- Cut and trimmed all parks and Twp. buildings
- Washed all Vehicles
- Repaired all fences in the parks
- Checked all park playground equipment
- Cleaned garages
- Cleaned Public Works Buildings & bathrooms
- Assist trash department – Monday and Tuesday
- Cut and trimmed all Township Islands
- Cut and trimmed Radnor Bike Trail
- Pruned 12 trees in right of way
- Removed 5 trees in parks
- Cut and trimmed for Open Space Run
- Installed wood carpet at all playgrounds
- Mulched all Township beds
- Weeded all Township beds
- Repaired small equipment
- Serviced all mowers and tractors
- Removed 3 fallen trees from roads at night
- Repaired swings at tot-lots
- Cleared 3 trees from waterway
- Removed 4 trees in township right of way
- Painted Park Benches and Tables at Parks
- Set up and cleaned up after all Recreation Dept. events

**Sewer** *3 men*

- Pumping Stations (5) check and maintain 5 times per week – 100 times per month
- PA One Call markouts – 331 for the month of May
- Repaired 6 manholes
- Fueled generators at pumping stations
- 4 stoppages for the month of May
- Cleaned 15 manholes
- Camared sewer lines
- Generators (4) - check and maintain 5 times per week – 80 times per month
- Jet Truck – cleaned 3,890 feet of sewer and storm lines
- Located 5 buried manholes
- Repaired 3 pumping stations
- Assist trash department Monday and Tuesday
- Cleaned garages
- Washed all vehicles

**Solid Waste** *20 full time and 1 part time men*

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

## 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: May 2015 Monthly Summary Report

\*\*\*\*\*

We hereby submit for your review the May 2015 Engineering and Public Works Departments Revenue, respectively \$ 31,710.00 and \$ 3,790.00 as outlined below.

➤ 26	Grading Permit Applications - \$ 10,500.	year-to-date - \$ 35,700.00
➤ 1	Clearing Permit Application - \$ 80.00	year-to-date - \$ 320.00
➤ 3	SALDO Application - \$ 8,300.00	year-to-date - \$ 12,050.00
➤ 10	Sidewalk Permit Applications - \$ 525.00	year-to-date - \$ 1,225.00
➤ 62	Sidewalk blocks replaced -	year-to-date - 116 blocks
➤ 2	Septic Permit Applications - \$ 1,500.00	year-to-date - 1,500.00
➤ 37	Property inspections - \$ 2,405.00	year-to-date - \$ 9,750.00
➤ 48	Certificate of Occupancy Applications - \$ 8,400.00	year-to-date - \$ 25,350.00
➤ 8	Highway Permit Applications - \$ 3,790.00	year-to-date - \$ 19,575.00

Engineering income for 2015 year-to-date \$ 85,895.00

Public Works income for 2015 year-to-date \$ 19,575.00

Engineering Assistant Doug Meder, SEO, performed the following:

➤ 74	site visits	year-to-date - 315
➤ 47	mark outs for property resale (sidewalks)	year-to-date - 131
➤ 47	sewer inspections	year-to-date - 131
➤ 6	complaints investigated	year-to-date - 30
➤ 15	Grading Permit applications reviewed	year-to-date - 38
➤ 30	meetings attended	year-to-date - 161
➤ 0	Sewage Permit Review	year-to-date - 0
➤ 2	Sewage Permit Deep Holes	year-to-date - 2
➤ 1	Sewage Permit Pre-soaks	year-to-date - 1
➤ 1	Sewage Permit Percolation Tests	year-to-date - 1
➤ 0	Sewage Permit Septic Installations	year-to-date - 3
➤ 2	Storm percolation tests	year-to-date - 5
➤	Deliveries to Shade Tree and Planning Commission members	year-to-date - 79

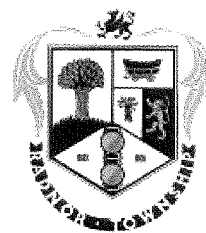
Professional Service Fees Reimbursed for 2015 year-to-date \$ 407,551.60

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# Interoffice Memorandum

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**TO:** BOARD OF COMMISSIONERS  
**FROM:** KEVIN KOCHANSKI, DIRECTOR  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
**SUBJECT:** MAY MONTHLY REPORT  
**DATE:** JUNE 8, 2015  
**CC:** ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



**Community Development  
Department**

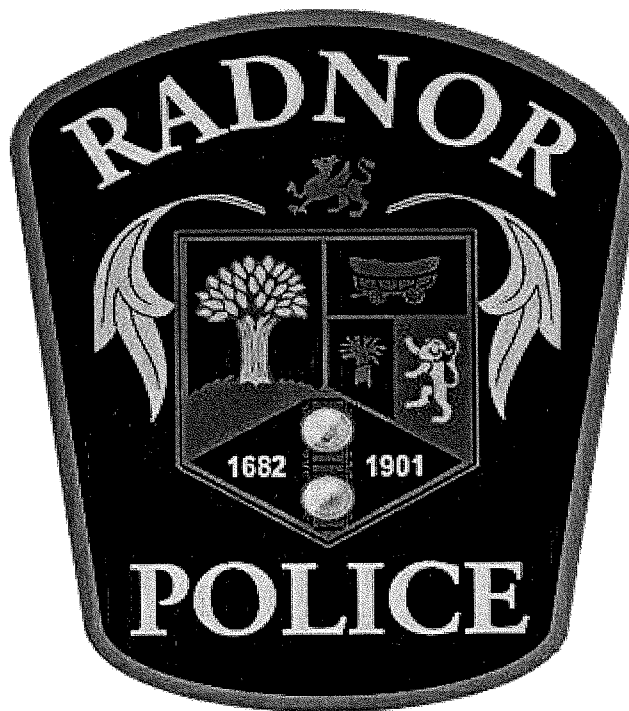
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Attached for your review is the Community Development Monthly Report for the month of May 2015. Please note the following highlights:

- Building Permit Fee Revenue totaled \$56,710.00 with 65 permits issued
  - Electric Permit Fee Revenue totaled \$9,352.00 with 42 permits issued
  - Fire Permit Fee Revenue totaled \$0.00 with 1 permit issued
  - Mechanical Permit Fee Revenue totaled \$4,425.00 with 30 permits issued
  - Plumbing Permit Fee Revenue totaled \$3,136.00 with 21 permits issued
  - Zoning Permit Fee Revenue totaled \$975.00 with 13 permits issued
  - Design Review Board Revenue totaled \$500.00 with 3 applications received
  - Historic & Architectural Review Board Fee Revenue totaled \$250.00 with 5 applications received
  - Zoning Hearing Board Fee Revenue totaled \$550.00 with 1 application received
- 
- Permit and application revenue for May 2015: \$ 75,898.00
  - Permit and application revenue year to date: \$ 422,176.00
- 
- Permits and applications for May 2015: 181
  - Permits and applications year to date: 895
- 
- Inspections conducted for May 2015: 516
  - Inspections conducted year to date: 3,097

# **RADNOR TOWNSHIP POLICE DEPARTMENT**

## **MONTHLY REPORT**



**MAY 2015**

**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**

**May 2015**

The Radnor Police Department responded to 2,022 calls for service for the month of May 2015. Radnor Officers issued 524 traffic citations for motor vehicle violations. 56 non-traffic citations were issued for various summary offenses such as Disorderly Conduct, Underage Drinking and Public Drunkenness. A total of 328 parking tickets were issued for expired meter violations. Radnor Police Officers made 19 misdemeanor/felony arrests during May 2015.

**Radnor Township Police Department**  
**May 2015 Accidents / Violations / Investigations / Juvenile Report**

<b>Accidents</b>	<b>May-15</b>	<b>YTD 2015</b>	<b>May-14</b>	<b>YTD 2014</b>	<b>YTD from 15 to 14</b>
Accidents - Fatal	0	1	0	0	1
Accidents - Reportable- With Injuries	4	24	8	32	-8
Accidents - Reportable - No Injuries	15	68	14	67	1
Accidents - Non Reportable	53	258	67	310	-52
Accidents - Hit & Run	16	44	18	68	-24
Accidents - No Report	12	45	9	41	4
Pedestrian Accidents - With Injuries	0	0	0	0	0
Pedestrian Accidents - Fatal	0	0	0	0	0
<b>Total Accidents</b>	<b>100</b>	<b>440</b>	<b>116</b>	<b>518</b>	<b>-78</b>
<b>Violations</b>					
Arrests - Felony & Misdemeanor	19	83	14	77	6
Traffic Violations	524	2283	727	2351	-68
Non-Traffic Violations	56	263	59	328	-65
Parking Meter Violations	328	6064	2765	11692	-5628
Abandoned Vehicles	1	7	0	5	2
	<b>928</b>	<b>8700</b>	<b>3565</b>	<b>14453</b>	<b>-5753</b>
<b>Complaints</b>					
Complaints	1442	6523	1244	6537	-14
Unlocked Businesses	8	41	12	41	0
Alarms	144	638	113	741	-103
Animal Complaints	14	62	22	106	-44
					0
<b>Total Complaints</b>	<b>1608</b>	<b>7264</b>	<b>1391</b>	<b>7425</b>	<b>-161</b>



**Calls for Service - by UCR Code**

Incidents Reported Between 05/01/2015 and 05/31/2015

**RADNOR TOWNSHIP**

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0440	ASSAULT - ATROCIOUS- HANDS,FISTS,FEET	3			
0511	BURGLARY-FORCED ENTRY-RESIDENCE-NIGHT	1			
0512	BURGLARY-FORCED ENTRY-RESIDENCE-DAY	2			
0515	BURGLARY-FORCED ENTRY-NON-RESID-DAY	1			
0611	THEFT-\$200 & OVER-POCKET PICKING	1			
0613	THEFT-\$200 & OVER-RETAIL THEFT	1			
0614	THEFT-\$200 & OVER-FROM AUTO (EXCPT 0615)	2			
0616	THEFT-\$200 & OVER-BICYCLES	1			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	4			
0619	THEFT-\$200 & OVER-ALL OTHER	3			
0629	THEFT-\$50 TO \$200-ALL OTHER	1			
0633	THEFT-UNDER \$50-RETAIL THEFT	1			
0634	THEFT-UNDER \$50-FROM AUTO (EXCEPT 0635)	1			
0637	THEFT - UNDER \$50 - FROM BUILDINGS	2			
0646	THEFT-ATTEMPTED-BICYCLES	1			
0647	THEFT-ATTEMPTED-FROM BUILDINGS	1			
0710	MOTOR VEHICLE THEFT-AUTO	2			
0714	M.V.THEFT-AUTO-SHOPPING CTR.,PARKING LTS	1			
0830	SEXUAL ASSAULT	1	1		
1020	COUNTERFEITING	1			
1100	FRAUD	4			
1130	FRAUD - ALL OTHERS (FLIM-FLAM, ETC.)	3			
1150	FRAUD - CREDIT CARDS	3			
1191	FRAUD - REPORTS	7			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	1			
1440	CRIMINAL MISCHIEF - ALL OTHER	2			
1465	INSTITUTIONAL VANDALISM	1			
1490	CRIMINAL MISCHIEF - REPORTS	3	1		
1822	NARCOTICS-MANUFACTURE-MARIJUANA,ETC.	1			
1831	NARCOTICS-POSSESSION-MORPHINE,HEROIN,ETC	1			
1832	NARCOTICS-POSSESSION-MARIJUANA,ETC.	4			
1890	NARCOTICS - REPORTS	0	1		
2111	DRIVING UNDER THE INFLUENCE - ALCOHOL	4			
2112	DRIVE UNDER INFLUENCE-ALCOHOL-IMPAIRED	1			
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSMP,POSSES	4			
2300	PUBLIC DRUNKENESS	3			
2400	DISORDERLY CONDUCT	1			
2410	HARASSMENT BY COMMUNICATION	1			
2420	DISORDERLY CONDUCT-PUBLIC PLACES	1			
2450	HARASSMENT	7	1		
2640	ALL OTHER ORDINANCE VIOLATIONS	8	1		
2660	TRESPASSING OF REAL PROPERTY	1			
2900	JUVENILE RUNAWAYS	15	1		
2910	LOST/MISSING PROPERTY	2			
3000	LOST/RECOVERED PROPERTY	4			
3200	CHECK ON WELFARE	9			
3300	CIVIL DISPUTES	12	1		
3401	DEATH INVESTIGATION-SUSPICIOUS/SUICIDE	1			

**Calls for Service - by UCR Code**

Incidents Reported Between 05/01/2015 and 05/31/2015

**RADNOR TOWNSHIP**

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3500	DISTURBANCE - DISORDERLY PERSONS	8			
3501	DISTURBANCE-COMPLAINT OF NOISE,MUSIC,ETC	17	1		
3520	DOMESTIC PROBLEM (NO ARREST)	22	1		
3600	ESCORT DUTY (FINANCIAL)	1			
3610	DISTURBANCES-JUVENILE	2			
3620	DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	6			
3650	ELECTRIC COMPANY-POWER OUTAGES,ETC	2			
3700	FIRE - RESIDENTIAL	3			
3701	FIRE-COMMERCIAL	3			
3703	FIRE-ALL OTHERS	4			
3706	FIRE - LEAVES, BRUSH, ETC.	10			
3850	HAZARDOUS CONDITIONS	2			
3880	OPEN DOORS/WINDOWS - DISCOVERED	1			
3900	GAS LEAKS (NATURAL GAS)	2			
4000	JUVENILE PROBLEMS (NO ARREST)	6			
4008	NON-CRIMINAL-ELECTRIC LIGHT OUTAGES	1			
4016	NON-CRIMINAL - PEDESTRIAN CONTACTS	3			
4018	NON-CRIMINAL-ST. LIGHT OUT, ST. REPAIRS.	3			
4200	MISSING PERSONS(EXCEPT JUVENILES)	3			
4300	MENTAL HEALTH-EMERG.302/SUICIDE ATTEMPTS	4			
4301	MENTAL HEALTH-ALL OTHERS	2			
4400	OFFICER INJURED ON DUTY	1			
4500	OPEN DOORS/WINDOWS	8			
4600	ORDINANCE VIOL.-EXCEPT BURNING/SOLICIT	5	1		
4650	POLICE INFORMATION	58			
4655	CID/DTF INVESTIGATION	2			
4660	911 HANG UP CALL	30			
4700	ADDED PATROL-REQUEST FOR	64			
4701	ADDED PATROL - BUSINESS CHECKS	99			
4702	ADDED PATROL - SCHOOL CHECKS	58			
4801	SOLICITING-COMPLAINTS	5			
4900	SUSPICIOUS PERSON	21			
4901	SUSPICIOUS CIRCUMSTANCE	34	1		
4902	SUSPICIOUS VEHICLES	21			
5000	TELEPHONE CALLS-HARASSING/SUSPICIOUS	8			
5002	LOST & FOUND - FOUND ANIMAL	1			
5004	LOST & FOUND - FOUND ARTICLES	11			
5006	LOST & FOUND - LOST ANIMAL	2			
5008	LOST & FOUND - LOST ARTICLES	5			
5100	TRAFFIC SIGNALS-DAMAGED/NEED REPAIR	4			
5200	TRAFFIC HAZARD-POTHoles/OBSTRUCTIONS/ICE	6			
5300	TREES DOWN AND/OR BLOCKING ROADWAY,ETC	6			
5400	VEHICLES-ABANDONED	1			
5401	VEHICLES-ASSIST MOTORIST(INCL LOCKOUTS)	21			
5402	VEHICLES-DISABLED	16			
5403	VEHICLES-MV VIOLATIONS & MVV COMPLAINTS	19	1		
5404	VEHICLES-PARKING COMPLAINTS	18			
5405	VEHICLES-TOWED	5			

**Calls for Service - by UCR Code**

Incidents Reported Between 05/01/2015 and 05/31/2015

**RADNOR TOWNSHIP**

Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
5406	VEHICLES-REGISTRATION/LOST OR STOLEN	2			
5501	WIRES DOWN - NO HAZARD	7			
5506	ANIMAL COMPLAINTS - STRAY ANIMALS	6			
5510	ANIMAL COMPLAINTS - OTHER	16			
5600	WARRANT-ARREST (ISSUED OUTSIDE RADNOR)	0	1		
6001	ACCIDENT - WITH INJURIES	4	1		
6002	ACCIDENT - NO INJURIES (REPORTABLE)	15			
6003	ACCIDENT - NON REPORTABLE	53	1		
6004	ACCIDENT - HIT & RUN	16			
6005	ACCIDENT - NO REPORT DONE	12			
6606	TRAFFIC RELATED - DISMOUNTED POSTS	1			
6612	TRAFFIC RELATED - SIGNALS-SIGNS OUT	1			
6690	TRAFFIC RELATED SERVICES - REPORTS	1			
7002	NOTIFICATION - COMMUNITY DEVELOPMENT	2			
7006	NOTIFICATION - HIGHWAY DEPT.	1			
7008	NOTIFICATION - SEWER DEPT.	1			
7010	NOTIFICATION - PARKS DEPT.	1			
7014	PUBLIC SERVICE - OTHERS (OFFICER ASSIST)	4			
7090	PUBLIC SERVICES - REPORTS	1			
7506	ASSISTING OTHER AGENCIES - ALL OTHERS	2			
8001	BURG/HOLDUP/PANIC ALARM - NO CITATION	112			
8003	FIRE/MEDICAL ALARM - NO CITATION	31			
8004	ANY ALARM- SEVERE WEATHER- NO CITATION	1			
8010	WARRANTS - LOCAL - CRIMINAL	1			
9000	ANIMALS - DOG COMPLAINTS	6			
9001	ANIMALS-RABID/SICK	3			
9002	ANIMALS - ALL OTHER	4			
9005	ANIMALS - ALL INVOLVING DEER	1			
9007	ANIMALS-CAT COMPLAINTS	1			
9038	K-9 ASSIST	6	2		
9040	ASSIST LOWER MERION PD	4			
9041	ASSIST HAVERFORD PD	2			
9045	ASSIST TREDYFFRIN PD	1			
9046	ASSIST UPPER MERION PD	1			
9047	ASSIST PSP	1			
9050	ASSIST SICK/INJURED	78			
9051	ASSIST AMBULANCE	39	1		
9052	ASSIST OTHER POLICE DEPARTMENT	2			
9966	SELECTIVE ENFORCEMENT-CITATION ISSUED	131			
9968	SELECTIVE ENFORCEMENT-WARNING ISSUED	26			
9970	SELECTIVE ENFORCEMENT-NO ISSUANCE	76			
9972	MOTOR OFFICER ACTIVITY	0	1		
CITN	NON-TRAFFIC CITATION	56			
CITT	TRAFFIC CITATION	524			
<b>Total Calls</b>		<b>2,022</b>			

**Radnor Township Police Department**  
**May 2015 Burglary Report**

<b>Time of Day</b>	<b>Res-Forced</b>	<b>Res-No Force</b>	<b>Res-Attempt</b>	<b>Non Res-Forced</b>	<b>Non Res-No Force</b>	<b>Non Res-Attempt</b>
Day (6 AM to 6 PM)	2	0	0	1	0	0
Night (6 PM to 6 AM)	1	0	0	0	0	0
Time Unknown	0	0	0	0	0	0
<b>Total Burgs - 5/15</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Total Burgs - YTD</b>	<b>11</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Burglaries by Area</b>						
<b>Patrol Area</b>	<b>District</b>	<b>Burgs 5/15</b>	<b>Burgs YTD 15</b>			
Northeast Beat	1	2	2			
Northwest Beat	2	0	4			
Southwest Beat	3	0	3			
Southeast Beat	4	2	4			
Villanova University	7	0	0			
<b>Total Burglaries</b>	<b>17</b>	<b>4</b>	<b>13</b>			

**Radnor Township Police Department**  
**May 2015 Crime Report**

<b>CLASS 1 Offenses</b>							
<b>Offense</b>	<b>Inc 1/15</b>	<b>Inc YTD 15</b>	<b>Clr'd 1/15</b>	<b>Clr'd YTD 15</b>	<b>Inc YTD 14</b>	<b>Clr'd YTD 14</b>	<b>Inc YTD 15 to 14</b>
Criminal Homicide	0	0	0	0	1	0	-1
Forcible Rape	0	0	0	0	0	0	0
Robbery	0	0	0	0	1	0	-1
Assault	4	12	1	3	9	9	3
Burglary	4	13	0	0	20	1	-7
Larceny	19	89	0	4	102	4	-13
Auto Theft	3	6	0	1	5	0	1
Arson	0	0	0	0	0	0	0
<b>Total Class 1 Off.</b>	<b>30</b>	<b>120</b>	<b>1</b>	<b>8</b>	<b>138</b>	<b>14</b>	<b>-18</b>
<b>CLASS 2 Offenses</b>							
Vandalism	7	36	0	0	39	3	-3
Illegal Drugs	6	37	4	29	17	13	20
DUI	5	26	5	21	35	23	-9
Disorderly Conduct	10	41	2	5	42	7	-1
Fraud Related	17	102	0	0	52	0	50
Underage Drinking	4	16	2	9	31	20	-15
All Other Class 2	9	41	8	21	58	15	-17
<b>Total Class 2 Off.</b>	<b>58</b>	<b>299</b>	<b>21</b>	<b>85</b>	<b>274</b>	<b>81</b>	<b>25</b>
<b>Grand Total</b>	<b>111</b>	<b>419</b>	<b>41</b>	<b>93</b>	<b>412</b>	<b>95</b>	<b>7</b>

**Radnor Township Police Department**  
**May 2015 Property Stolen Recovered Report**

Type of Property	May-15 Stolen	2015 YTD Stolen	May-15 Recovered	2015 Y-T-D Recovered
Currency, Notes, Stocks Etc.	\$3,426.00	\$9,169.00	\$0.00	\$0.00
Clothing & Furs	\$725.00	\$10,920.00	\$0.00	\$60.00
Locally Stolen Motor Vehicles	\$134,605.00	\$160,670.00	\$0.00	\$23,565.00
Office Equipment	\$5,125.00	\$21,110.00	\$0.00	\$1,300.00
Televisions, Radios, Cameras	\$500.00	\$2,575.00	\$0.00	\$0.00
Firearms	\$0.00	\$0.00	\$0.00	\$160.00
Household Goods	\$1,295.00	\$11,540.00	\$1,146.00	\$2,131.00
Consumable Goods	\$0.00	\$376.00	\$0.00	\$0.00
Jewelery & Precious Metals	\$2,975.00	\$32,212.00	\$0.00	\$0.00
Livestock	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$17,447.00	\$28,073.00	\$0.00	\$350.00
<b>Total Property Value</b>	<b>\$166,098.00</b>	<b>\$276,645.00</b>	<b>\$1,146.00</b>	<b>\$27,566.00</b>



# CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board  
Radnor Township, Pennsylvania



<b>NAME OF OWNER:</b>	120 BLOOMINGDALE ASSOC LP
<b>OWNER ADDRESS:</b>	120 BLOOMINGDALE AVE, WAYNE, PA 19087
<b>ADDRESS OF PROPERTY:</b>	120 BLOOMINGDALE AV , WAYNE PA 19087
<b>APPLICATION NUMBER:</b>	HARB-2015-05

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

**Propose to construct five (5) dwelling units, two (2) singles and one (1) 3 unit building on the property at 124 Bloomingdale Avenue and a non-conforming commercial building will revert back to a single family detached dwelling at 120 Bloomingdale Avenue.**

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. 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:

The application was approved. In addition for Units 1 and 2, the Board would be satisfied with either one of those houses being located on either lot.

**ISSUED:** Monday, June 15, 2015

**TOWNSHIP OFFICIAL**

**ACCEPTED BY APPLICANT**

\_\_\_\_\_  
William A. Spingler, President



# CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board  
Radnor Township, Pennsylvania



**NAME OF OWNER:** LOMBARDI STATE REALTY LLC  
**OWNER ADDRESS:** 406 MANTOLOKING RD, BRICK, NJ 08723  
**ADDRESS OF PROPERTY:** 200.5 W WAYNE AV , WAYNE PA 19087  
**APPLICATION NUMBER:** HARB-2015-10

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

## FRONT & REAR PORCHES

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. 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, June 15, 2015

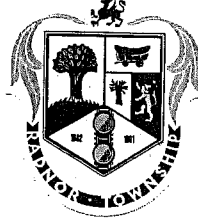
**TOWNSHIP OFFICIAL**

**ACCEPTED BY APPLICANT**

\_\_\_\_\_  
William A. Spingler, President

# CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board  
Radnor Township, Pennsylvania



**NAME OF OWNER:** BRADLEY JAMES T & ANDRIOLE EMILY  
**OWNER ADDRESS:** 220 LANSDOWNE AVE, WAYNE, PA 19087  
**ADDRESS OF PROPERTY:** 220 LANSDOWNE AV , WAYNE PA 19087  
**APPLICATION NUMBER:** HARB-2015-11

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

**Renovation and addition, new windows, siding, roof, add dormer to front of house. Add 2nd floor to single story side of house, put a mudroom and attached garage off the back.**

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. 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, June 15, 2015

**TOWNSHIP OFFICIAL**

**ACCEPTED BY APPLICANT**

\_\_\_\_\_  
William A. Spingler, President

**RESOLUTION NO. 2015-61**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE  
COUNTY, PENNSYLVANIA, REJECTING THE BID  
RECEIVED FOR THE 2015 SUPERPAVE STREET  
RESURFACING PROGRAM & AUTHORIZING  
SUBSEQUENT RE-BIDDING OF THE PROJECT**

*WHEREAS*, the Township solicited bids for the 2015 Superpave Street Resurfacing Program

*WHEREAS*, it is in the best interest of the Township to reject the sole bid received, from Joseph A. Sucher and Sons, Incorporated in the amount of \$774,077.70

*WHEREAS*, the Township will re-bid the project

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby reject the sole bid received, from Joseph A. Sucher and Sons, Incorporated in the amount of \$774,077.70, and authorize the Public Works Department to re-bid the project.

*SO RESOLVED* this 15<sup>th</sup> day of June, A.D., 2015

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: William A. Spingler  
Title: President

ATTEST: \_\_\_\_\_  
Robert A. Zienkowski  
Manager/Secretary

# Radnor Township

## PROPOSED LEGISLATION

**DATE:** June 9, 2015

**TO:** Radnor Township Board of Commissioners

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

**CC:** Robert A. Zienkowski, Township Manager

**LEGISLATION:** Resolution #2015-61 – Reject Bid Received for the 2015 Superpave Street Resurfacing Project, and Authorize the Public Works Department to Re-Bid the Project

**LEGISLATIVE HISTORY:** The Board of Commissioners authorized the Public Works Department to receive bids for the annual Superpave Street Resurfacing Project at the May 11<sup>th</sup>, 2015, regularly scheduled Board of Commissioners meeting.

**PURPOSE AND EXPLANATION:** The 2015 project was bid in accordance with Township requirements. Only one bid was received. The sole bid is over budget (please see spread sheet below), and the unit prices are much higher than that of the contract we just let. I believe part of the reason for lack of bidders was the August 31<sup>st</sup> timeline. I am requesting that the Board of Commissioners reject the current bid, and subsequently authorize the Public Works Department to re-bid the project, with a fall (October 30) deadline. I cannot guarantee our prices will be better, but I do feel there will be more competition, which can lead to more competitive pricing.

Description	Unit Of Measure	Qty	Sucher & Sons	
			Unit Price	Total Price
Milling	SY	55,562	3.35	186,132.70
Superpave	TN	5,585	95.00	530,575.00
Base Repair	SY	500	12.00	6,000.00
Base Repair	SY	1	50.00	50.00
Levelling Course	TN	1	95.00	95.00
Line Striping	LF	10,500	1.30	13,650.00
Line Striping	LF	2,400	0.80	1,920.00
Stop Bar	EA	19	400.00	7,600.00
Crosswalk	EA	1	900.00	900.00
Speed Humps	EA	5	4000.00	20,000.00
Ref. Markers	EA	24	300.00	7,200.00
Pvmt. Marking	EA	4	25.00	100.00
				<b>\$774,077.70</b>

**IMPLEMENTATION SCHEDULE:** 1.) Reject current bid  
2.) Re-Bid the project on Penn BID 3.) Award the project at the August 17, 2015, regularly scheduled Board of Commissioners Meeting

**FISCAL IMPACT:** Funding for this project is provided in the Liquid Fuels account: #03-439-4880, with \$721,194 (\$684,474 from SLFF and \$36,720 County Aid) allocated for resurfacing.

**RECOMMENDED ACTION:** I respectfully request the Board of Commissioners reject the current bid and subsequently authorize the Public Works and Engineering Departments to receive bids for the 2015 Superpave Street Resurfacing Program.

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

**RESOLUTION NO. 2015-62**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE  
COUNTY, PENNSYLVANIA, AWARDED THE  
CONTRACT FOR THE REPAIR OF THE HIGHVIEW  
ROAD STORM SEWER OUTFALL**

*WHEREAS*, the Township's 30" diameter storm sewer outfall at Highview Drive is severely eroded and requires repair

*WHEREAS*, the Township wishes to re-shape the outfall swale of said pipe, and install geotextile fabric and rip rap

*WHEREAS*, the Township has received a valid quotation from Ronald Smith, Incorporated for this work in the amount of \$12,560

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Award the Contract For Repair of the Highview Road Outfall to Ronald Smith, Incorporated in the amount of \$12,560


*SO RESOLVED* this 15<sup>th</sup> day of June, A.D., 2015

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: William A. Spingler  
Title: President

ATTEST: \_\_\_\_\_  
Robert A. Zienkowski  
Manager/Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**

**DATE:** April 7, 2015  
**TO:** Radnor Township Board of Commissioners  
**CC:** Robert A. Zienkowski, Township Manager  
**FROM:** Stephen F. Norcini, P.E., Director of Public Works   
**Legislation:** Resolution #2015-62: Award of the Contract for the Repair of the Highview Road Outfall

---

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

**PURPOSE AND EXPLANATION:** The Township's 30" diameter storm sewer pipe terminates at an end wall at 31 Highview Drive. Over the years, this outfall has become severely eroded and has damaged the resident's property. The project is very tough to gain access to. The Public Works Department solicited a proposal to have the outfall swale shaped, geotextile fabric installed, and Township supplied R-6 rip rap installed. Ronald Smith, Incorporated submitted a cost proposal of \$12,560 to perform this work.

**IMPLEMENTATION SCHEDULE:** Pending Board of Commissioners approval, a purchase order will be processed. Upon purchase order approval, the contractor will be notified. Work should begin within a three weeks of the contractor's notification.

**FISCAL IMPACT:** This work will be funded from account 04-421-4360, the stormwater fund.

**RECOMMENDED ACTION:** *I respectfully request the Board of Commissioners approve Resolution #2015-62 Award of Contract For Repair of the Highview Road Outfall*

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



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF MUNICIPAL SERVICES

MS-339

(Rev 10/12)

**APPLICATION  
FOR  
COUNTY AID**

**PROJECT NUMBER:**

**SECTION 1: To be completed by Municipality. Upon completion submit to the County.**

**THEREFORE BE IT RESOLVED**, that we, the Officials of Radnor Township  
MUNICIPALITY (NAME)  
Delaware County, Pennsylvania, in Regular Session, do hereby make application to the County for an allocation of County Liquid Fuels Tax Funds.

**PROJECT DESCRIPTION:**

2015 Superpave Road Resurfacing Project: 55,562 SY Milling, 5,585 Tons 9.5 mm Superpave Wearing Course; 500 SY Type 1 Base Repair; 10,500 LF DYL Pavement Marking; 2,400 LF SWL Pavement Marking.

**TOTAL ESTIMATED PROJECT COST:** \$ 680,000.00

**ALLOCATION REQUESTED:** \$ 680,000.00

It is certified by the Municipality and the officers who execute this application that all materials used and work done hereunder shall conform to the current Pennsylvania Department of Transportation Specifications and that all work will be done within the legal right of way or with permission of the abutting property owners.

**DULY ADOPTED ON (Date):** 06/15/2015

**ATTEST: (Seal)**

Signature of Municipal Officials

SIGNATURE - SECRETARY/CITY CLERK

301 Iven Avenue, Wayne, PA 19087

ADDRESS

**SECTION 2: To be completed by County Officials. Upon completion, submit to the PA Department of Transportation.**

**WHEREAS**, the County Officials of Delaware County, having been presented with the foregoing application for the expenditure of County Liquid Fuels Tax Funds for improvements as indicated above.

**THEREFORE BE IT RESOLVED**, that we, the said Officials, in Regular Session, agree on behalf of said County to contribute the amount listed below from the County Liquid Fuels Tax Funds toward the above specified project provided that all work done shall conform to the current Pennsylvania Department of Transportation Specifications.

**LET IT ALSO BE RESOLVED** that we do hereby make application to the Pennsylvania Department of Transportation for an Encumbrance of Liquid Fuels Tax Funds for the amount below if not distributed to the Municipality named above by the end of this calendar year.

**DULY ADOPTED ON (Date):** \_\_\_\_\_

**ALLOCATION APPROVED: \$**

**ATTEST: (Seal)**

Signature of County Officials

SIGNATURE - COUNTY CLERK

ADDRESS


**SECTION 3: To be completed by the Pennsylvania Department of Transportation.**

**APPROVED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

MUNICIPAL SERVICES REPRESENTATIVE

**Radnor Township**  
**PROPOSED LEGISLATION**

**DATE:** June 8, 2015  
**TO:** Radnor Township Board of Commissioners  
**FROM:** Stephen F. Norcini, P.E., Director of Public Works   
**CC:** Robert A. Zienkowski, Township Manager

**LEGISLATION:** Resolution #2015-63: Requesting Authorization to Apply for County Aid for the Township's Annual Resurfacing Program

---

**LEGISLATIVE HISTORY:** This Resolution is the Township's annual application for County Aid, and must be submitted on the required MS-339 form.

**PURPOSE AND EXPLANATION:** The application for County Aid is to offset a portion of the cost of the annual resurfacing program.

**IMPLEMENTATION SCHEDULE:** 1.) Resolution approved regarding County Aid 2.) Five original signed copies forwarded to Delaware County 3.) Receive Project Approval from Penn DOT 4.) Complete Project in Calendar year 2015.

**FISCAL IMPACT:** The County Aid revenue is noted in the 2015 liquid fuels budget worksheet. Last year the Township received \$36,720 in County Aid.

**RECOMMENDED ACTION:** I respectfully request the Board of Commissioners pass the attached Resolution 2013-107 requesting County Aid.

**MOVEMENT OF LEGISLATION:** It is being requested that the Board approve the legislation for this project to obtain County Aid revenue.



# **RADNOR TOWNSHIP POLICE DEPARTMENT**

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

**William A. Colarulo  
Police Superintendent**

**TO:** A Staff Traffic Committee Meeting was held on May 20, 2015 and was attended by Commissioner Jim Higgins; Lieutenant Chris Flanagan; Officers Raymond Matus, Mark Stiansen, and Alex Janoski, Highway Patrol; Vera DiMaio, Administrative Assistant, and Radnor resident, Richard Caruso.

**RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALL ROOM, WEDNESDAY, MAY 20, 2015, 10:00 AM.**

## **NEW BUSINESS:**

1. Kathy Diener Sonier requests permission to hold the 2<sup>nd</sup> Annual "Elves for Shelves" 5k and 1-mile run to be held on Saturday December 5, 2015 at 8:00 AM.

Staff Traffic approves the request to hold the 2<sup>nd</sup> Annual Elves for Shelves 5K and 1-mile run on Saturday, December 5, 2015 at 8:00 AM. Two detail officers will be on site and a Certificate of Insurance would need to be obtained for the event.

2. Mr. Caruso has safety concerns regarding sight distance issue on Chaumont Drive.

Radnor Township Police Department conducted a site visit and assessed the roadway and conditions and photos were taken. Highway Patrol Officer Janoski will meet with property owner on Chaumont and request bushes be cut back. Once that occurs, sight distance will be re-evaluated.

3. Commissioner Nagle has concerns with speeding on Petrie Avenue. Commissioner Nagle is requesting signage on Petrie Avenue.

Staff Traffic placed a speed board on Petrie Avenue for approximately one month. It was concluded that the average speed on Petrie Avenue was 10 MPH. Public Works Division has placed two playground and two new speed limit signs to alert motorists on Petrie Avenue.

4. Patrick Buckley reports unsafe traffic conditions in the 300 block of Chamounix Road.

Staff Traffic conducted a site visit at Mr. Buckley's home at 306 Chamounix Road. Also on location were Mr. Zienkowski, Chief Colarulo, and Commissioner Higgins.

Staff Traffic recommends that initial actions to be taken would be to repaint the double yellow lines and fog lines in order to better direct traffic to stay in their respective lanes. Additionally, pavement markings indicating "Slow" or "25 MPH" should be considered. All these recommendations would require a meeting with the Public Works Director, Steve Norcini, to discuss. It was also recommended that the homeowner be responsible for maintaining tree limbs/branches on his property. Highway Patrol Officer Stiansen has been assigned to meet any neighbors with overgrowth issues in that area.

5. Two (2) handicapped parking spaces in the North Wayne lot near the Senior Center.

Staff Traffic recommends following the recommendation of Parking Supervisor, William Gallagher, to have an Ordinance enacted. An Ordinance will be drafted for Commissioners evaluation on June 15, 2015.

6. Residents from Chalous Lane and Trianon Lane requested Children at Play signs.

Highway Patrol met with residents and have met with Public Works and they will be installing two signs as soon as they arrive.

#### **OLD BUSINESS:**

1. Pine Tree Road update.

Commissioners are currently reviewing reports submitted by Amy Kaminski which were last discussed at the Board of Commissioners meeting on May 18, 2015.

**RESOLUTION 2015-64  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO ENTER INTO AN AGREEMENT WITH PLANET TECHNOLOGIES TO PROVIDE MICROSOFT OFFICE 365 LICENSING INCLUDING EMAIL MIGRATION, TRAINING AND ONGOING SUPPORT.**

*WHEREAS*, The Township currently uses Microsoft Office products on all computing terminals as well as manages email through Kerio Connect by way of maintaining an on-premises email server; and

*WHEREAS*, The Township maintains and licenses the individual Office products and routinely purchases upgrades for each product; and

*WHEREAS*, The Township received several audit comments from their Independent Auditor regarding the safeguarding of Township information and disaster recovery plan; and

*WHEREAS*, The Township staff solicited pricing proposals from three qualified Microsoft Office vendors; and

*WHEREAS*, In an effort to satisfy the audit comments and move to a cloud based platform for these office products to enhance operational efficiencies through collaboration, file sharing, remote access, secure offline storage, disaster recovery and improved right-to-know search/reporting functionality, the Township Staff has negotiated the best pricing to engage with Planet Technologies for this service.

*NOW, THEREFORE*, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township Manager to enter into an agreement with Planet Technologies to provide Microsoft Office 365 licensing, email migration, training, and support at the following prices:

Product	Monthly Cost per User	Estimated Number of Licenses	1 <sup>st</sup> Year Pricing Estimate
Annual Licensing:			
O365GovE3	\$13.64	46	\$7,529.28
ExchangeOnlinePlan2Gov	\$6.13	47	3,457.32
O365GovK1	\$2.49	14	418.32
Annual Licensing Total			\$11,404.92
One-Time Costs			
Migration (not-to-exceed)			\$19,336.00
Training (not-to-exceed)			3,200.00
One-Time Costs			\$22,536.00
Grand Total			\$33,940.92

**SO RESOLVED**, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 15<sup>th</sup> day of June, A.D., 2015.

RADNOR TOWNSHIP

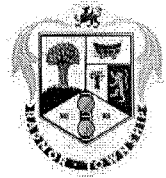
By: \_\_\_\_\_

Name: William A. Spingler

Title: President

ATTEST: \_\_\_\_\_  
Robert A. Zienkowski,  
Township Manager / Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**



**DATE:** June 10, 2015

**TO:** Board of Commissioners

**FROM:** William M. White, Finance Director 

**LEGISLATION:** A resolution authorizing the Township Manager to enter into an agreement with planet technologies to provide Microsoft Office 365 licensing including email migration, training and ongoing support.

**PURPOSE AND EXPLANATION:** On an ongoing basis, the Township purchases email service from Kerio and maintains an email server in the Township Building. Additionally, the Township purchases Microsoft Office products, including Word, Office, Excel, PowerPoint, Access and Outlook, on an ongoing basis as part of the computer replacement program. We are currently running Microsoft Office 2010 products. Further, in 2014 the Township received several comments from the Independent Auditor regarding data security and disaster recovery.

In researching solutions to improve IT efficiencies, we sought out solutions that would enhance the following:

- Greater data security (audit comment)
- Documented disaster recovery (audit comment)
- Cloud based email and document storage and access for cheaper storage costs and availability
- Document sharing, collaboration, remote access, version control
- Improved virus scanning and spam filtering
- Improved Right-to-know archiving, searching, and reporting
- Eliminate the need for our current email server
- Eliminate the need for third party email archiving system
- Affordability versus the costs currently incurred for replacement Office products and email system

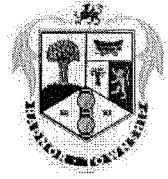
**IMPLEMENTATION SCHEDULE:** If approved at the June 15, 2015 meeting, we will immediately begin with project planning with an estimated project time of two months.

**FISCAL IMPACT:** The first year cost of the project is estimated to be \$33,941, which includes licensing at \$11,405, migration at \$19,336 (one-time), and training at \$3,200 (one-time). The year two and three costs are estimated to be \$11,405, depending on the number of licenses. All year one costs were budgeted for in the Township's 2015 Capital Plan. The future years' licensing costs will be paid from the General Fund and will replace other Microsoft Office package expenses, email server expenses and expenses paid to Kerio for email service. The comparison to upgrade to Microsoft Office 2013 (desktop version) is \$15,000 by itself, before we incur the additional costs for the email system, hardware and other third party services (and that doesn't address the audit comments).

**RECOMMENDED ACTION:** Provided that the Planet Technologies pricing provides all the functionality and improvements needed at a price that is comparable to what we are paying today, the Administration respectfully recommends approval of Resolution 2015-64 at the June 15, 2015 Board of Commissioner meeting.

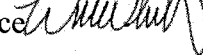
# Radnor Township

## PROPOSED LEGISLATION



**DATE:** June 2, 2015

**TO:** Board of Commissioners

**FROM:** William M. White, Director of Finance 

**LEGISLATION:** A motion authorizing the Township to solicit requests for proposals for the leasing of two Public Works vehicles: one (1) Public Works Refuse Truck, two (2) Public Works Highway Dump Trucks, and one (1) Public Works Parks Lawn Mower.

**LEGISLATIVE HISTORY:** The Five Year Capital Program, incorporated into the 2015 Budget, included capital leases for these four public works vehicles. The lease terms include a five year payment period with a purchase option of \$1 at the end of the financing.

**PURPOSE AND EXPLANATION:** The purpose of this motion is to allow the Administration to solicit RFP's from firms interested in providing the capital lease financing to the Township [for the four vehicles identified in the Plan]. The Administration will develop the terms consistent with the payment period and amounts included in the Five Year Capital Program, and will then advertise for proposals.

The vehicles intended to be capital leased are available through State Contract and therefore do not need to be bid separately. Therefore, the Township will only need to competitively solicit the financing piece of the purchase transaction.

**IMPLEMENTATION SCHEDULE:** In order to allow for enough time to collect the Capital Lease RFPs, make a recommendation to the Board, and complete the purchase transaction in time for the delivery of the vehicle to occur in 2015, the Capital Lease RFPs need to go out immediately.

**FISCAL IMPACT:** There is no fiscal impact associated with soliciting for RFPs. Only those vehicles that were included in the Five Year Capital Plan are included with this RFP.

**RECOMMENDED ACTION:** The Administration respectfully recommends that the Board authorize the Township to solicit for proposals to provide capital lease financing for one (1) Public Works Refuse Truck, two (2) Public Works Highway Dump Trucks, and one (1) Public Works Parks Lawn Mower capital items.

**RESOLUTION NO. 2015-67**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE  
COUNTY, PENNSYLVANIA, AWARD OF THE REPAIR OF  
THE BARLEY CONE LANE STORM SEWER**

*WHEREAS*, approximately twenty linear feet of the Township's storm sewer pipe on Barley Cone Lane needs to be replaced

*WHEREAS*, the Township has received a valid cost proposal to have this work completed from Horn Plumbing and Heating, Incorporated, in the amount of \$12,029

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Award the Repair of the Barley Cone Lane Storm Sewer to Horn Plumbing and Heating, Incorporated, in the amount of \$12,029

*SO RESOLVED* this 15<sup>th</sup> day of June, A.D., 2015

**RADNOR TOWNSHIP**

By: \_\_\_\_\_


Name: William A. Spingler

Title: President

ATTEST: \_\_\_\_\_

Robert A. Zienkowski  
Manager/Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**

**DATE:** April 7, 2015  
**TO:** Radnor Township Board of Commissioners  
**CC:** Robert A. Zienkowski, Township Manager  
**FROM:** Stephen F. Norcini, P.E., Director of Public Works   
**Legislation:** Resolution #2015-67: Award of the Repair of the Barley Cone Lane Storm Sewer

---

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

**PURPOSE AND EXPLANATION:** The Township Public Works Department was advised of a sink hole that developed in the area of 8 Barley Cone Lane. After investigating by televising, it was determined that approximately twenty linear feet of the Township's storm sewer pipe had been compromised. The pipe in question is in a tough location: the pipe is twelve feet deep (shoring required), and gas, water, and a sewer lateral are above the pipe. PECO will have to intermittently shut down gas service, and the contractor will have to remove and replace the existing water and sewer lines at the start and end of each day, respectively. A proposal was solicited from Horn Plumbing and Heating, Incorporated. The cost proposal to complete this work, including restoration, is \$12,029.

**IMPLEMENTATION SCHEDULE:** Pending Board of Commissioners approval, a purchase order will be processed. Upon purchase order approval, the contractor will be notified. Work should begin within a week of the contractor's notification.

**FISCAL IMPACT:** This work will be funded from account 04-421-4360, the stormwater fund.

**RECOMMENDED ACTION:** *I respectfully request the Board of Commissioners approve Resolution #2015-67: Award of the Repair of the Barley Cone Lane Storm Sewer*

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

**RESOLUTION NO. 2015-68**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE  
COUNTY, PENNSYLVANIA, AUTHORIZING PAYMENT  
TO HORN PLUMBING AND HEATING, INCORPORATED,  
FOR REPAIRS TO THE SANITARY SEWER SYSTEM**

*WHEREAS*, Radnor Township Public Works Department contracted with Horn Plumbing and Heating, Incorporated to perform work related to the sanitary sewer

*WHEREAS*, upon the embarking on said work, the unforeseen conditions and repairs escalated the cost to that above the Township Manager's approval limit

*WHEREAS*, due to the nature of the work, it had to be completed in an emergency fashion and immediately

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the payment of \$15,109.63 to Horn Plumbing and Heating, Incorporated

*SO RESOLVED* this 15<sup>th</sup> day of June, A.D., 2015

**RADNOR TOWNSHIP**

By: \_\_\_\_\_


Name: William A. Spingler  
Title: President

ATTEST: \_\_\_\_\_

Robert A. Zienkowski  
Manager/Secretary



**Radnor Township**  
**PROPOSED LEGISLATION**

DATE: April 7, 2015  
TO: Radnor Township Board of Commissioners  
CC: Robert A. Zienkowski, Township Manager  
FROM: Stephen F. Norcini, P.E., Director of Public Works   
Legislation: Resolution #2015-68: Sanitary Sewer Repair Payment

---

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

**PURPOSE AND EXPLANATION:** The Public Works Department contracted with Horn Plumbing and Heating to excavate on Pennsylvania Avenue an exploratory hole to determine if a manhole could be installed. There is no access to the pipes in this area, and a manhole would allow us to clean, televise, and locate pipes along Plant Avenue and Cowan's Alley. This was the first step; the thought was if the manhole could be installed, a separate purchase order would be processed, based on a cost proposal of the conditions in found in the field. The project was on Plant Avenue, where the Township's sanitary sewer system is a century old, and there are a multitude of unknown and yet to be found lines; hence the reason for an exploratory excavation to note field conditions.

What was to be an 8' deep trench to determine if a manhole could be installed became a 13' foot deep trench, along with the discovery of two new lines, one of which was in need of repair. The broken line was used as an access to televise and further locate lines, and was subsequently repaired. Risers were installed to allow access (not as good as a manhole, but useful) In short, what was supposed to be a relatively minor job became a three day project, with pipes being repaired, risers installed, and an excavation that required three times the backfill.

Due to all this extra, unforeseen work, the original Purchase Order which was within the limits of the Township Manager, no longer fell into that category. The final cost for the four day job was \$15,109.3. The purpose of this legislation is to allow payment to the contractor, since the work evolved into that which surpassed the Township Manager's limit of \$7,500.

**IMPLEMENTATION SCHEDULE:** This work has been completed, as noted above. The nature of what became an emergency required us to complete this work on the spot.

**FISCAL IMPACT:** This work will be paid from account 02 (sanitary sewer) – 421-4490.

**RECOMMENDED ACTION:** *I respectfully request the Board of Commissioners approve Resolution #2015-68: Sanitary Sewer Repair Payment*

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

Letters of Commendation  
by  
Radnor Police Department

Recognitions of the Radnor  
Boy Scouts/ Cub Scouts -  
Great American Backyard  
Campout

Presentation on  
Accomplishments and  
Partnerships - Radnor Boy  
Scouts and Radnor Cub  
Scouts

Conditional Offer  
of Employment  
Radnor Police Department

# Public Participation

## SUMMARY OF COMCAST FRANCHISE AGREEMENT WITH RADNOR

Comcast currently has a franchise agreement in effect to provide cable service within Radnor Township. Comcast is seeking renewal of the franchise agreement, and the Township has determined that the grant of a non-exclusive franchise to Comcast is appropriate. In the Agreement, the Township grants Comcast the right to own, construct, operate, and maintain a Cable System in and along the Public Rights-of-Way within the Township, in order to provide Cable Service. The Franchise term is for fifteen (15) from the Effective Date of the Agreement unless the Franchise is earlier extended or revoked.

The Franchise and the rights granted in the Agreement to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and Township reserves the right to grant other franchises for similar uses. Under the Agreement, Comcast is required to make cable services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per linear mile. Comcast is required to provide, without charge, one (1) cable service outlet activated for Basic Service to each Township building, fire station, public library, public K-12 school, non-public K-12 school that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §6301 et seq., and any newly-constructed municipal building. Comcast must apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit. Comcast shall pay any and all required permit fees.

Comcast is required to provide capacity on its channel lineup dedicated for Public Access, Educational Access, and Government Access ("PEG Channels") and shall continue to make available for use by the Township one (1) Public Access Channel, one (1) Educational Access Channel and one (1) Government Access Channel for exclusive use by Township or its designees, and up to three (3) additional PEG Channels for future use by the Township or its designee. Over the fifteen (15) year term of the Agreement, Comcast shall provide a total PEG Capital grant of \$125,000 per year to the Township to reimburse the costs associated with audio and video equipment and facilities used in the production of PEG programming. This support is ~~shall be~~ known as the "PEG Capital Grant Amount", the installments for which shall be provided within forty-five (45) days of December 31 of each year.

Under the Franchise Agreement, Comcast is required to pay to the Township a Franchise Fee of five percent (5%) of Gross Revenue. The list of items included within the definition of Gross Revenue is set forth in Section 1.19 of the Agreement.

Comcast is required to maintain financial books and records relating to its collection and payment of the Franchise Fee, and upon thirty (30) days written notice, the Township has the right to inspect those books and records as necessary to ensure compliance with this Agreement.

Comcast is required to maintain, at its own cost and expense, during the term of this Agreement certain liability insurance policies, under which the Township shall be designated as an additional insured.

If at any time the Township believes that Comcast has not complied with the terms of the Agreement, then Township shall first informally discuss the matter with Comcast, and if these discussions do not lead to resolution of the problem within a reasonable period of time the Agreement provides for a dispute resolution procedure in Section Twelve of the Agreement.

ORDINANCE NO. 2015-10

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A CABLE FRANCHISE RENEWAL AGREEMENT BETWEEN RADNOR TOWNSHIP AND COMCAST OF PENNSYLVANIA, LLC.

**WHEREAS**, Radnor Township, Delaware County, Pennsylvania is a duly organized Township of the first class in the Commonwealth of Pennsylvania (“Township”); and

**WHEREAS**, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township is authorized to grant and renew non-exclusive franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township’s jurisdiction; and

**WHEREAS**, Comcast of Pennsylvania, LLC (“Comcast”) currently holds a cable franchise from the Township by virtue of a cable franchise agreement, which has an effective date of \_\_\_\_\_; and

**WHEREAS**, Comcast has requested a renewal of its franchise to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

**WHEREAS**, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Township and held in trust on behalf of citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the Township desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, obtain complimentary services for its public buildings, obtain public, educational and governmental channels, receive franchise fees for Comcast’s use of the Township’s rights-of-ways as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

**WHEREAS**, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; and

**WHEREAS**, the Township has determined that Comcast has the financial, legal and technical ability to provide cable services to subscribers located in the Township; and

**WHEREAS**, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s



4.16.15

franchise according to the terms and conditions contained therein.

**NOW THEREFORE, BE IT ORDAINED** that the Radnor Township Board of Commissioners does hereby approve the Cable Franchise Agreement negotiated with Comcast, and attached hereto and incorporated herein by reference including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

**BE IT FURTHER ORDAINED** that all prior ordinances of the Township related to cable franchising or the regulation of cable operators are hereby repealed.

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_

RADNOR TOWNSHIP:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

4.16.15

**CABLE FRANCHISE AGREEMENT**  
**BETWEEN**  
**RADNOR TOWNSHIP**  
**AND**  
**COMCAST OF PENNSYLVANIA, LLC.**

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EXHIBIT A -- MUNICIPAL BUILDINGS RECEIVING COMPLIMENTARY CABLE  
SERVICE

EXHIBIT B – CUSTOMER SERVICE STANDARDS

THIS FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the TOWNSHIP OF RADNOR, Delaware County, Pennsylvania, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania ("Local Franchising Authority" or "Township") and COMCAST OF PENNSYLVANIA, LLC., ("Franchisee" or "Comcast").

WHEREAS, Comcast currently has a franchise to provide Cable Service within the Township of Radnor by way of Resolution No. 2000-23 approved by the Board of Commissioners on August 21, 2000, under which the cable franchise was transferred from Adelphia Communications Corporation; and

WHEREAS, Franchisee seeks renewal of its Franchise pursuant to the provisions of the Cable Communications Policy Act of 1984, as amended ("Cable Act"), and applicable state and federal law; and

WHEREAS, the Township is a Local Franchising Authority ("LFA") in accordance with Title VI of the Communications Act of 1934, as amended [see 47 U.S.C. §522 (10)], and it is therefore authorized to grant and renew one or more non-exclusive franchises to operate, construct, maintain, and reconstruct a Cable System within the Township; and

WHEREAS, the Township has identified the future cable-related needs and interests of the Township and its citizens, and the Township has determined that financial, legal, and technical ability of Franchisee is reasonably sufficient and satisfactory to provide the services, facilities, and equipment necessary to meet the aforesaid needs of the Township; and

WHEREAS, the Township has determined that the grant of a non-exclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the Township and Franchisee have reached agreement on the terms and conditions set forth herein, and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the Township's grant of a franchise to Franchisee, Franchisee's promise to offer Cable Service to residents of the Township pursuant to and consistent with the Cable Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

## 1. DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. Words used in the present tense include the future tense, words in the plural number include the singular number, words that reference the masculine gender include the feminine, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section. Except as otherwise provided herein, the definitions and word usages set forth in Title VI of the Communications Act are incorporated herein and shall apply in this Agreement. Words not defined shall be given their common and ordinary meaning. Accordingly, the following definitions shall apply:

1.1. *Access Channel*: Channel capacity as designated in this Agreement for public, educational, or governmental use for the transmission of non-commercial, video programming as directed by the Township, as governed by Section 611 of the Cable Act.

1.2. *Affiliate*: Shall be defined herein as it is defined under Section 602 of Title VI of the Communications Act, 47 U.S.C. §522 (2), which currently states: any Person that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with such Person.

1.3. *Basic Service*: Shall be defined herein as it is defined under Section 602 of Title VI of the Communications Act, 47 U.S.C. §522 (3), which currently states: "Any service tier which includes the retransmission of local television broadcast signals."

1.4. *Cable Operator*: Shall be defined herein as it is defined under Section 602 of Title VI of the Communications Act, 47 U.S.C. §522 (5), as now or hereafter amended which currently states: any person or group of persons (A.) who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system, or (B.) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system;

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of Title VI of the Communications Act, 47 U.S.C. §522 (6), which currently states: "The one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service."

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of Title VI of the Communications Act, 47 U.S.C. §522 (7), which currently states: "a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A.) a facility that serves only to retransmit the

television signals of one or more television broadcast stations; (B.) a facility that serves Subscribers without using any Public Rights-of-Way; (C.) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of this Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D.) an open video system that complies with Section 653 of this title; or (E.) any facilities of any electric utility used solely for operating its electric utility systems.” Franchisee’s and its Affiliates’ Cable System regulated under this Agreement shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the LFA and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of Title VI of the Communications Act, 47 U.S.C. §522 (4), which currently states “A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).”

1.8. *Cable Act*: Title VI of the Communications Act of 1934, as amended [47 U.S.C. §§521-631].

1.9. *Complaint*: Shall mean any written communication by a Subscriber expressing dissatisfaction about any aspect of Franchisee’s operation of the Cable System to provide Cable Service in the Township.

1.10. *Control*: The ability to exercise *defacto* or *dejure* control over day-to-day policies and operations or the management of Franchisee’s affairs.

1.11. *Educational Access Channel*: Access Channel available for the use by local educational institutions to provide non-commercial, educational programming in the Franchise Area as designated by the Township.

1.12. *Effective Date*: Shall mean the date of ordination and enactment of an ordinance duly adopted by the Board of Commissioners of Radnor Township, Delaware County, after which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided herein.

1.13. *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.

1.14. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, labor strikes, lockouts, war or act of war (whether an actual declaration

of war is made or not), insurrection, riots, act of public enemy including terrorist attacks or threats of terrorism, orders of the government of the United States or the Commonwealth of Pennsylvania, actions or inactions of any government instrumentality or public utility other than Franchisee including condemnation to the extent such actions are unforeseeable, accidents for which Franchisee is not responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's System is attached, and the unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of Franchisee to foresee or control.

1.15 *Franchise*: Shall mean the initial authorization, or renewal thereof, granted by the Township, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service to Subscribers in the Franchise Area.

1.16 *Franchise Area*. The incorporated municipal boundaries (entire territorial limits) of the Township and such additional areas as may be included in the corporate (territorial) limits of Township during the term of this Franchise.

1.17 *Franchisee*: Comcast of Pennsylvania, LLC., and its lawful and permitted successors, assigns, and transferees.

1.18 *Government Access Channel*: Access capacity available for the use by the Township or its designee(s) for non-commercial, governmental programming.

1.19 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), which is received by Franchisee and its Affiliates from the operation of the Cable System to provide Cable Service in the Township, including:

- (1) Fees charged for Basic Service;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium video programming services;
- (4) fees charged to Subscribers for any optional, per-channel or per-program services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees charged for service call response;
- (9) fees for leased access channels;
- (10) rental or sales of any and all Subscriber equipment, including converters and remote control devices;
- (11) studio rental, production equipment, and personnel fees;

- (12) any and all locally-derived advertising revenues;
- (13) revenues or commissions derived locally from home shopping channels;
- (14) revenue from interactive Cable Service;
- (15) fees for any and all music services deemed to be a Cable Service;
- (16) fees for video-on-demand;
- (17) sales of hardcopy program guides;
- (18) late payment fees;
- (19) revenue from NSF check charges
- (20) franchise fees.

Except for commissions paid to independent third parties, advertising revenue is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's subscribers within all areas covered by the particular advertising source as of the last day of such period.

Gross Revenue shall not include:

1.19.1 Revenues received from Franchisee by any Affiliate or Person other than Franchisee in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System in the Township;

1.19.2 Bad debts written off by Franchisee in the normal course of its business; provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.19.3 Refunds, rebates or discounts made to Subscribers or other third parties;

1.19.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communications that are not Cable Services; and any other revenues attributed to Non-Cable Services in accordance with applicable federal and state laws, regulatory rules, standards, orders, or regulations;

1.19.5 Any revenue of Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.19.6 The resale of Cable Services on the Cable System for which the purchaser is required to collect cable franchise fees from purchaser's customer;



1.19.7 The imputed value of the provision of Cable Services to customers on a complimentary basis, including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

1.19.8 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal, or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and Non-Cable Services revenue);

1.19.9 Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise.

1.19.10 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.19.11 Program launch fees;

1.19.12 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.19.13 Any fees or charges collected from Subscribers or other third parties for any public, educational, or governmental ("PEG") Access Channel Grant.

1.20 *Information Services*: Shall be defined herein as it is defined under Title I, Section 3 of the Communications Act, 47 U.S.C. §153 (20); provided, however, that any reference to Information Services herein does not include any Cable Services over the Cable System in the Township.

1.21 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet; provided, however, that any reference to Information Services herein does not include any Cable Services over the Cable System in the Township.

1.22 *Local Franchising Authority or "LFA"*: The Township of Radnor or the lawful successor, transferee, or assignee thereof, including the incorporated area

1.23 *Non-Cable Services*: Any service that is not a Cable Service provided over the Cable System in the Franchise Area, as defined herein, including, but not limited to, Information Services and Telecommunications Services.

1.24 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours. See 47 C.F.R. §76.309 (c) (4) (i).

1.25 *Normal Operating Conditions*: Those service conditions that are within the control of Franchisee. Those conditions that are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. See 47 C.F.R. § 76.309 (c) (4) (ii).

1.26 *PEG*: Public, Educational and Governmental Access Channels.

1.27 *Person*: An individual, partnership, association, joint stock company, trust, corporation, limited liability company, governmental entity or other entity recognized under Pennsylvania law as a legal person.

1.28 *Public Access Channel*: Channel designated by the Township and available for non-commercial use by residents in manner consistent with Section 611 of the Cable [47 U.S.C. §531] and applicable law.

1.29 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.30 *Service Area*: All portions of the Township where Franchisee's Cable Service is being offered.

1.31 *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.32 *Subscriber*: A Person who lawfully receives Cable Service distributed by the Cable System with Franchisee's express permission.

1.33 *Telecommunication Services*: Shall be defined herein as it is defined under Title I, Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.34 *Title II*: Title II of the Communications Act, entitled Common Carriers, as amended.

1.35 *Title VI*: Title VI of the Communications Act, entitled Cable Communications, as amended, which governs the provision of Cable Services by Franchisee (i.e. the "Cable Act").

1.36 *Transfer of the Franchise*:

1.36.1 Any transaction in which:

1.36.1.1 the right, title, control or other interest in Franchisee or the Cable System is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that management or control of Franchisee is transferred; or

1.36.1.2 the rights held by Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.36.1.3 However, notwithstanding subsection 1.36.1.1, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action that is the result of a merger of the parent of Franchisee; or any action that is the result of a merger of another Affiliate of Franchisee.

1.37 *Video Programming*: Shall be defined herein as it is defined under Section 602 of Title VI of the Communications Act, 47 U.S.C. § 522 (20), which currently states: "Programming provided by, or generally considered comparable to programming provided by a television broadcast station."

## 2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and applicable laws and regulations, Township hereby grants Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services in and along the Public Rights-of-Way within the Township, in order to provide Cable Service. No privilege or power of eminent domain is bestowed or waived by this grant or by this Agreement. This Franchise does not confer any rights other than as expressly provided herein.

2.2. *Township Regulatory Authority*: The Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's Non-Cable Services to the extent the Cable System is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Comcast's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: This Franchise shall become effective and in full force on the Effective Date. The term of this Franchise shall be fifteen (15) years from the Effective Date unless the Franchise is earlier extended or revoked as provided herein. During the last year of the initial fifteen (15) year period of this Franchise, the Township shall hold at a regular meeting of the governing body a public hearing to determine whether Comcast has substantially performed in accordance with the terms and conditions of this Agreement. Unless it is determined that Comcast has not substantially performed in accordance to the terms of the Agreement, the Franchise shall be extended for an additional period of ten (10) years. Should the Township fail to hold the public hearing as required by the end of the initial term, such failure shall be deemed a waiver of hearing requirements and the term of the Franchise

Agreement shall then be automatically extended for a further period of ten (10) years.

2.4. *Franchise Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights that are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of Franchisee's Cable System.

2.5. *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Agreement is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act and implementing regulations, and state law to the extent not in conflict with federal law.

2.6. *No Waiver:*

2.6.1. The failure of the Township on one or more occasions to exercise a right or to require compliance or performance under this Franchise or applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by LFA, nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse LFA from performance, unless such right or performance has been specifically waived in writing.

2.7. *Construction of Agreement:*

2.7.1. The parties agree that this Agreement contains all terms and conditions applicable to this Agreement. In the event of a conflict between any prior understanding, ordinance or agreement and this Agreement, this Agreement shall prevail.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of Title VI of the Communications Act, 47 U.S.C. §545.

2.7.3. Should any change to state law have the lawful effect of materially altering the terms and conditions of this Agreement, making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on Franchisee of the material alteration. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Agreement, then Franchisee may terminate this Agreement without further

obligation to Township or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.8. *Police Powers:* Nothing in this Agreement shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. If the Township exercises its reasonable, necessary, and lawful police powers and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of Township's exercise of its police powers on Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of Township's exercise of its police powers, then Franchisee may terminate this Agreement without further obligation to Township or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (or other competent arbitration organization that is nationally recognized as such) before the parties seek any other remedy.

### 3. **PROVISION OF CABLE SERVICE**

3.1. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per linear mile as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line. Should, through new residential construction, an area within the Township meet such density requirements after the time stated for providing Cable Service as set forth in this Subsection 3.1., Franchisee shall provide Cable Service to such area within six (6) months of receiving written notice from the Township that the density requirements have been met.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee offers Cable Service, Franchisee shall be required to connect, at Franchisee's expense, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by Franchisee's Cable System. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred for residential dwelling unit connections that exceed two hundred (200) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Township and School Buildings:* Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one (1) cable service outlet activated for Basic Service to the following:

3.3.1. Each Township building, fire station, and public library as may be

designated by LFA in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide cable service to such public building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable and for the provision of Basic Service to the additional service outlets once installed.

3.3.2. Each public K-12 school, and each non-public K-12 school that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §6301 et seq., located in the Township, as may be designated by LFA in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two (200) feet of drop cable and for the provision of Basic Service to the additional service outlets once installed.

3.3.3. In addition to the locations designated in Exhibit A, Franchisee shall provide, without charge, within the Township, up to one (1) service outlet activated for Basic Service to any newly-constructed municipal building that meets the conditions set forth in this Section 3.3. For the purpose of this Section 3, "Basic Service" to be provided to certain public facilities on a complimentary basis is that level of cable service that includes Limited Basic and Expanded Basic Service (or equivalent) package.

3.4 *Permits for Service:* Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

#### 4. **SYSTEM FACILITIES**

4.1. *Technical Requirement:* Franchisee shall operate, maintain, construct, and extend the Cable System that is capable of providing high-quality signals and reliable delivery of one-way and two-way Cable Services for cable programming services throughout Franchise Area. The Cable System shall meet or exceed any and all applicable technical performance

standards of: the FCC, the National Electrical Safety Code, the National Electric Code, and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

4.2. *System Characteristics:* Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1. The System shall be designed, constructed, and maintained with analog and/or digital capability with a bandwidth capacity no less than 750 MHz.

4.2.2. The System shall be designed, constructed, and maintained as an active two-way system capable of delivering reliable two-way Cable Services.

4.2.3. Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power. The backup power supplies serving the nodes shall be designed to provide power for up to four (4) hours in the event of an electrical outage.

4.2.4. Comcast shall install, at its own cost and expense, cables or other Cable System facilities underground wherever existing utilities are installed underground, or where statute or ordinance requires utilities to be placed underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Previously installed aerial cable shall be placed underground in concert with other utilities pursuant to the general ordinances of the Township or applicable law provided that the Township imposes such requirement on all similarly situated entities. In the event that public or private funds are made available to pay for a general undergrounding project, Comcast shall be eligible to apply for reimbursement from said public or private funds. Placing facilities underground does not preclude the use of ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or similar facilities. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

4.4. *Emergency Alert System:*

4.4.1. Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

4.5. *System Design:* The Franchisee shall maintain a Cable System in the Township that utilizes fiber optic backbone connections from headend to hubs, hubs to hubs, and hubs to nodes. Franchisee reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, in accordance with the provisions of this Agreement. Notwithstanding the above, Franchisee agrees that no alteration, adjustment, modification, rebuild, upgrade, redesign, or other

reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System from those that exist on the Effective Date of this Agreement.

4.6 *Programming:* Franchisee shall make available a broad range of Cable Service programming to Subscribers, in accordance with federal law and regulation.

4.7 *Repairs and Restoration:*

4.7.1 Whenever Comcast or any agent, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance -- weather permitting and further subject to the satisfaction of the Township inspector for purposes of code enforcement. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

4.7.2 Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and harm to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days -- weather permitting.

4.7.3 Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the proper use of equipment and the safe operation of vehicles. Comcast's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected regularly in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

4.7.4 Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall if possible immediately contact the applicable public safety emergency dispatcher (e.g., the emergency phone number for the North American Numbering Plan (NANP) 9-1-1).

4.7.5 Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. It shall notify the Pennsylvania One Call System and adhere to any additional



requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

4.7.6 All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in accordance with the safety standards of the applicable federal and state laws..

4.7.7 Comcast shall abide by the general provisions of the Township Code, in particular with regard to construction activities in the rights-of-way requiring a permit. See Chapter 250, Article VI, entitled "Street Excavations".

4.8 *Service Area Maps:*

Upon request, Comcast shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Comcast service area maps of the Township on which shall be shown those areas in which its facilities exist and the location of all streets. The maps shall be provided to the Township in hardcopy and, if requested and available, also in an electronic GIS format. The maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the Township with updated maps within thirty (30) days after any written request by the Township.

5. **PEG SERVICES**

5.1. *PEG Capacity; Cable System Connection:*

5.1.1. In order to contribute to an informed citizenry and show, among other things, local government at work, provide a forum for the discussion of local needs, and bring local education into the home, Franchisee shall provide capacity on its channel lineup dedicated for Public Access, Educational Access, and Government Access (collectively, "PEG Channels").

5.1.2. Franchisee shall continue to make available for use by the Township one (1) Public Access Channel, one (1) Educational Access Channel and one (1) Government Access Channel for exclusive use by Township or its designees. In providing the use of any PEG Access Channel in accordance with federal law, Comcast reserves its external cost rights, and does not relinquish its ownership or ultimate right of control over a channel by designating it for use as a PEG Access Channel. If Comcast decides to change the channel designation for any PEG Access Channel, it must provide at least thirty (30) days prior written notice to the Township, and shall reimburse the Township for the reasonable costs incurred, including, but not limited to the documented costs associated with logo modifications, stationery, promotion, and advertising, not to exceed \$2,500 per channel change.

5.1.3. In addition, Franchisee shall make available for use by the Township up to three (3) additional PEG Channels for future use by the Township or its designee; provided, however, such additional access channel will be made available only when the corresponding access use channel simultaneously carries non-duplicated, locally-produced access programming, none of which is character generated, continuously during the hours of 5:00 p.m. to 10:00 p.m. for a period of ninety (90) consecutive days. In which event, activation of such additional channel(s) and programming shall occur within one hundred eighty (180) days of Franchisee's receipt of notice from the Township that the Township intends to activate an additional PEG Channel. The Township's written notice shall specify the PEG Access Programming to be carried on such additional PEG Channel, and shall include a plan providing sufficient information about the administration, programming, and operation of the requested PEG Channel.

5.1.4. The origination point of any additional PEG Channel(s) activated pursuant to this Section must be located at a current, corresponding PEG Channel use origination point; notwithstanding the foregoing, if the location of the origination point of a PEG Channel moves during the Term of the Franchise, Franchisee agrees to move its Return Line facilities to the origination point for any such PEG Channel to the new location, but at the cost of the Township or designated PEG Channel user and a contribution of up to \$5,000 by Franchisee of such documented costs. As of the Effective Date the PEG Channel origination sites are located at Radnor Township Municipal Building (301 Iven Avenue, Wayne, PA 19087), Radnor High School (130 King of Prussia Road, Radnor, PA 19087) and Radnor Studio 21, Inc. (110 West Lancaster Avenue, Wayne, PA 19087).

5.1.5. In accordance with FCC rules, the Franchisee shall periodically inspect and maintain its Return Lines to ensure that the technical quality of the PEG Channel programming signal meets the federal regulatory standard; i.e. Subpart K [47 C.F.R. §76.601 et seq.]. Franchisee's obligations with respect to such PEG Channel transmissions shall be subject to the availability, without charge to Franchisee or its customers, of suitable required space, environmental conditions, electrical power supply, access, pathway, and such cooperation of the Township and its designated PEG users as is reasonably necessary for Franchisee to fulfill such PEG Access transmission obligations. Franchisee shall not be responsible for defects, flaws, or other impairments in PEG Channel programming signals delivered to Franchisee. Franchisee shall only be responsible for the maintenance and upkeep of the facilities, return lines and other equipment under its direct ownership and control.

5.1.6. Franchisee shall assign the PEG Channel numbers to the extent such channel number assignments do not interfere with Franchisee's existing or planned channel number line-up and contractual obligations, provided it is understood that Franchisee specifically reserves the right to make such assignments in its sole discretion. The Township or its designated PEG Channel user(s) acquire no property or other interest by virtue of the use of a PEG Channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. In accordance with federal law, Franchisee shall provide Subscribers thirty (30) days' written notice of any change to the channel lineup affecting the PEG Channel(s).

5.1.7. Notwithstanding the above, the channel number exception being that designated for the Public Access Channel known as "Radnor Studio 21," which shall be situated at Channel 21 on Franchisee's channel line-up for subscribers in the Township and which shall not be changed unless there is good cause (i.e. such cause being technically and/or economically sufficient, and not arbitrary). In the event that Franchisee proposes to relocate PEG Channel programming produced by Radnor Studio 21 (or any successor certified Public Access channel operator) to another channel designation, Franchisee shall provide sixty (60) days' written notice to the Township and Franchisee shall reimburse reasonable and direct costs resulting from such change in the channel designation. Such reimbursement payment shall not exceed \$2,500.

5.1.8. The PEG Channels shall be used for non-commercial, community programming related to public, educational and/or governmental activities. Township shall have complete control over the content, scheduling, and administration of the PEG Channels and may delegate such functions, or a portion of such functions, to an appropriate designee. Franchisee shall not exercise editorial control over any public, educational, or governmental use of channel capacity provided pursuant to this section, except a cable operator may refuse to transmit any public access program or portion of a public access program which contains obscenity, indecency, or nudity. In accordance with Section 611 (d) of the Cable Act, if a PEG Channel provided under this Section is not being utilized by Township, Franchisee may utilize such PEG Channel, in its sole discretion, after providing (1.) no less than sixty (60) days written notice to the LFA, and (2.) upon receiving approval by the Township. In the event that the Township requests the full utilization of the access channel being programmed by the Franchisee, in full or in part, the Franchisee shall relinquish such use no later than sixty (60) days after receipt from the Township of written notification that the LFA requires such channel use for Public, Educational and/or Government access.

5.1.9. Township shall comply with the law regarding the non-commercial use of PEG Channels. The Township shall comply with the provisions of Section 611 of the Act, 47 U.S.C. § 531, regarding the use of the PEG Channels.

5.1.10. Franchisee shall use a reasonable effort to allow connection by another cable operator(s) to the site location of any public, educational and governmental access programming transmission source consistent with Section 4.3 in this Agreement.

5.2. *Indemnity for PEG:* Township shall require all local producers and users of any of the PEG facilities or PEG Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and Township from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding a PEG programming facility, or Channel or PEG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. Township shall establish rules and regulations for use of PEG Channel facilities, consistent with, and as required by, 47

U.S.C. §531.

5.3. *Recovery of Costs:* To the extent permitted by federal law, Franchisee may recover from Subscribers any external franchise costs, including costs arising from a PEG Capital Grant, interconnection costs, or any other costs arising from the provision of PEG services as a separately billed line item on each Subscriber's bill, which shall include without limitation the PEG Capital Grant Amount (as hereinafter defined). Upon no less than thirty (30) days written notice, Comcast shall allow the Township, or its designee, to inspect the books and records pertaining to PEG support and/or other external franchise-related costs accrued during the prior fiscal year at any time during Normal Business Hours and on a non-disruptive basis, as is reasonably necessary to ensure that the pass-through of such costs on subscribers' bills is fair and equitable. The Township shall treat any pass-through information disclosed by Comcast as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to verify the provisions hereof. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

5.4. *PEG Capital and Support Grant:*

5.4.1. Over the fifteen (15) year term of the Agreement, Franchisee shall provide a total grant of \$125,000 per annum to the Township. The PEG Capital Grant is to be used by LFA officials and/or their designee(s), to reimburse the costs associated with audio and video equipment and facilities used in the production of local PEG programming (including, but not limited to, the repair, maintenance, purchase and/ or replacement of studio and production equipment, audio/video editing or playback equipment, or capital improvements and studio rent). This support shall be known as the "PEG Capital Grant Amount."

5.4.2. The installments of the PEG Capital Grant amount will be provided within forty-five (45) days of December 31 of each year.

5.4.3. In accordance with Section 622 of the Cable Act, the parties agree that such PEG Capital Grant will not be computed as part of the franchise fee pursuant thereto. Notwithstanding, the Township recognizes that franchise fees and the access support commitments – capital and noncapital – herewith are external costs as defined under the federal law in force at the time of adoption of this Franchise, and Franchisee fully reserves and does not waive the right and ability to pass-through and include or otherwise line-item these external costs on the bills of its cable customers.

5.4.4. Other than the access channel support specifically agreed to in this Agreement -- i.e. *PEG Capital Grant, PEG Channel Capacity, and Return Line facilities* -- Franchisee shall not be required to provide any additional technical or production staff in-kind support, purchase or obtain equipment or studio facilities for PEG channel programming, building upkeep and utilities expense, nor reimburse the costs of any other related access programming activities. Franchisee fully reserves its rights under federal law related to external costs and does not waive its rights under the Cable Act (Section 622).

5.4.8. Franchisee shall allow Cable Service connection by other cable operator(s) to the studio or transmission location consistent with Section 4.3 and Section 5.1.4 in this Agreement. Return line reconnection costs associated with a relocated studio shall be the responsibility of the other cable operator(s).

## 6. FRANCHISE FEES

6.1. *Franchise Fee Payment to LFA:* Franchisee shall pay to the Township a Franchise Fee of five percent (5%) of Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made in quarterly installments no later than forty-five (45) days following the end of the first, second, and third calendar quarter, and sixty (60) days following the end of the year. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and the last day of February (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the annual rate of six percent (6%) of the amount of franchise fee revenue due to LFA. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were erroneously submitted, in connection with the quarterly Franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report that provides line items of revenue sources and is verified by a financial representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be thirty-six (36) months from the date on which payment by Franchisee is due.

### 6.4. *Audits:*

6.4.1. Township may audit or conduct a review of Franchisee's books and records related to the Franchise Fee no more than once every three (3) years during the term of the Agreement. All records reasonably necessary for any such audit shall be made available by Franchisee to the Township. Franchisee shall provide copies of such records to the Township upon written request.

6.4.2. Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that Franchisee underpaid the Franchise Fee by five percent (5%) or more, then Franchisee shall pay the reasonable, documented, and out-of-pocket costs of the audit in an amount not to exceed ten thousand (\$10,000) dollars.

6.4.3. If the results of an audit indicate an overpayment or underpayment of franchise fees, the parties agree that such overpayment or underpayment shall be returned to the proper party within sixty (60) days; provided, however, that Franchisee shall be required to remit underpayments to Township together with interest at the prime rate (as published in *The Wall Street Journal* on the first business day following the expiration of the applicable payment period) plus one percent (1%) of the amount correctly due from the date such underpayment would have been due.

6.4.4. Any auditor employed by Township that performs the audit or franchise fee review shall be a Certified Public Accountant with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success based formula, e.g. payment based on an underpayment of fees, if any.

6.4.5. Notwithstanding the provision in Subsection 6.1, LFA shall not be entitled to audit Franchisee until Township requires that all cable operators providing Cable Service in the LFA comply with the material provisions of this article. (See also Section 8.1.)

6.5. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, Franchisee agrees that it will not disproportionately allocate such revenue for the purpose of evading the Franchise Fee payments under this Agreement. The Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state regulatory rules, regulations, standards, or orders, and generally accepted accounting principles and applicable laws and regulations.

## 7. CUSTOMER SERVICE

Customer Service Standards are set forth in Exhibit B, which shall be binding upon Franchisee for the term of the Franchise unless amended by the mutual consent of the parties. In accordance with FCC standards (*See 47 C.F.R. §76.309*), these requirements shall apply to Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise Area.

## 8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon thirty (30) days written notice to Franchisee, the Township shall have the right to inspect Franchisee's financial books and records pertaining to the Franchisee's collection and payment of the Franchise Fee at any time during Normal Business Hours, as reasonably necessary to ensure compliance with this Agreement. Such written notice shall specifically reference the section or subsection of the Franchise that is under review, so that Franchisee may organize the necessary books and records for appropriate access by the Township. Franchisee shall not be required to maintain any books and records for Franchise Fee compliance purposes longer than three (3) years. (See also Section 6.4.)

## 8.2 *Proprietary Books and Records:*

8.2.1 Notwithstanding anything to the contrary set forth herein, all information specifically marked by Franchisee as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential so long as the Township is permitted to do so under applicable law. Information and documentation marked by Franchisee as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality. The Township and its officially designated representatives agree in advance to treat any such information or records which Franchisee reasonably deems would provide an unfair advantage for Comcast's competitors (e.g., system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to municipal employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the Franchise and marked by Franchisee as confidential and/or proprietary, the Township shall notify Franchisee of such request. Franchisee shall not be required to provide subscriber information in violation of Section 631 of the Cable Act, 47 U.S.C. §551, or information which is not relevant to regulation of the franchise (e.g., employee files, tax returns, etc.).

8.2.2 Upon receipt of a written demand from any Person for disclosure of any documents or other information designated by Franchisee as proprietary and/or confidential, the Township shall provide Franchisee with notice of such demand within five (5) business days and shall furnish Franchisee with a copy of such demand. The Township acknowledges that it is only obligated to disclose documents and information deemed to be "public records" pursuant to the Pennsylvania Right-to-Know Act, 65 P.S. §§ 66.1-66.9, and shall not disclose Franchisee's documents and information marked proprietary and/or confidential and not deemed to be "public records" to any Person unless otherwise ordered by a court of competent jurisdiction.

8.3. *Records Required:* Franchisee shall at all times maintain the following, which may be inspected pursuant to the notice terms contained in Section 8.1 above:

8.3.1. Records of all written Complaints for a period of twelve (12) months after receipt by Franchisee. Complaints recorded will be limited to those requiring a work order or employee service call ("truck roll");

8.3.2. Records of significant outages for a period of twelve (12) months after occurrence, indicating date, duration, area, type of outage, and cause; and

8.3.3. Records of service calls for repair and maintenance for a period of twelve (12) months after resolution by Franchisee, indicating the general nature of service calls and summary descriptions of the resolution action taken.

9. **INSURANCE AND INDEMNIFICATION**

9.1. *Insurance:*

9.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of this Agreement, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the Township.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania.

9.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

9.1.2. Township shall be designated as an additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation and Employer's Liability Insurance.

9.1.3. Franchisee shall not cancel any required insurance policy without submitting documentation to LFA verifying that Franchisee has obtained alternative insurance in conformance with this Agreement.

9.1.4. Each of the required insurance policies shall be with sureties qualified to do business in the Commonwealth of Pennsylvania, with an A-minus VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5. Upon written request, Franchisee shall deliver to the Township certificates of insurance showing evidence of the required coverage within twenty (20) days.

9.2. *Indemnification:*

9.2.1. Franchisee agrees to indemnify, save, hold harmless, and defend Township, its elected and appointed officials, officers, agents, boards, and employees acting in their official capacities, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of



Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless, and defend Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, court costs, and Franchisee's own attorneys' fees. Township shall give Franchisee timely written notice via certified mail, return receipt requested, of Township's request for indemnification within (a.) ten (10) days of receipt of a claim or action pursuant to this subsection, or within (b.) ten (10) days following service of legal process on Township or its designated agent of any action related to this subsection. Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, Franchisee shall not indemnify Township for any damages, liability, or claims resulting from, and Township shall be responsible for, Township's own acts of willful misconduct, Township's breach of obligation under the Franchise Agreement, or negligence of Township, its elected and appointed officials, officers, agents, boards, and employees.

9.2.2. With respect to Franchisee's indemnity obligations set forth in subsection 12.2.1, Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of Franchisee's choice to defend the claim. Nothing herein shall be deemed to prevent Township from cooperating with Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Township, Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement.

9.2.3 The Township shall hold harmless and defend Franchisee from and against, and shall be responsible for damages, liability, or claims resulting from or arising out of, the willful misconduct or negligence of the Township.

9.2.4 The Township shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the Township for acts of the Township that constitute willful misconduct or negligence on the part of the Township, its officers, employees, agents, attorneys, consultants, independent contractors, or third parties.

## 10. TRANSFER OF FRANCHISE

10.1. *Transfer:* Subject to Section 617 of the Cable Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent of Township, provided that such consent shall not be unreasonably withheld, delayed, or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for a transfer to an Affiliate Entity, or for transactions otherwise excluded herein in Section 1.36.1.3 above. Franchisee shall make written application to Township of any Transfer and shall provide information required by FCC Form

394 and any other applicable law regarding transfer or assignment. Within thirty (30) days of receiving a request for consent, the LFA shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the Transfer application at a lawfully advertised public hearing. If the Township has not taken action on the Franchisee's request for consent at a public hearing within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any consent given by Township for any Transfer shall not be effective until the proposed transferee or assignee shall have executed a legally binding agreement stating that it shall be bound by all the terms and conditions contained in this Franchise Agreement.

## 11. RENEWAL OF FRANCHISE

11.1. *Governing Law:* Township and Franchisee agree that any proceedings undertaken by Township that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, 47 U.S.C. §546.

11.2. *Needs Assessments:* In addition to the renewal procedures set forth in said Section 626 of the Cable Act, Township shall notify Franchisee of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then-current Franchise term. Such assessments shall be provided to Franchisee by the Township promptly so that Franchisee has adequate time to submit a proposal under Section 626 and complete renewal of the Franchise prior to the expiration of the term.

## 12. ENFORCEMENT AND REVOCATION OF FRANCHISE

12.1. *Notice of Noncompliance:* If at any time the Township believes that Franchisee has not complied with the terms of the Agreement, then Township shall first informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem within a reasonable period of time, Township shall notify Franchisee in writing by certified mail, return receipt requested, of the nature of the alleged noncompliance (for purposes of this Article, "Noncompliance Notice"). If Township does not notify Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

12.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have forty-five (45) days from receipt of the written Noncompliance Notice to: (i.) respond to LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii.) cure such noncompliance; or (iii.) in the event that, by its nature, such noncompliance cannot be cured within such forty-five (45) day period, initiate reasonable steps to remedy such noncompliance and diligently pursue such remedy to completion and notify LFA of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, LFA shall provide written confirmation that such cure has been affected.

12.3. *Public Hearing:* In the event that Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within forty-five (45) days or the date projected pursuant to Section 12.2 (iii.) above, if Township seeks to continue its investigation into the alleged noncompliance, then the Township shall schedule a public hearing. The Township shall provide Franchisee at least forty-five (45) days prior written notice of such public hearing, which will specify the time, place, and purpose of such public hearing, and provide Franchisee such rights that are in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. Such public hearing shall afford Franchisee due process and full opportunity to be heard, including the ability to introduce evidence, to question witnesses and to respond to any notice of grounds for Noncompliance Notice in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania.

12.4 *Enforcement:* Subject to applicable federal and state law, in the event the Township, after the public hearing set forth in Section 13.3, determines that Franchisee is in default of any provision of this Franchise, the Township may:

12.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

12.4.2 Commence an action at law for monetary damages or seek other equitable relief;

12.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.6.

12.5 *Performance Bond:*

12.5.1 During the term of this Agreement, Franchisee shall provide security for the performance of its obligations under this agreement to the Township in the amount of Fifty Thousand Dollars (\$50,000). The form of this security may, at Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check, or any other reasonably acceptable surety instrument.

12.5.2 In the event that a performance bond provided pursuant to the Agreement is not renewed or is cancelled, Franchisee shall provide new security pursuant to this Article within thirty (30) days of such cancellation or failure to renew.

12.5.3 Neither cancellation, nor termination, nor refusal by surety to extend the bond, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to Township recoverable under the bond.

12.5.4 Notwithstanding any provision in this Agreement to the contrary, Franchisee shall not be required to maintain a Performance Bond unless all other cable operators

providing Cable Service in the Township are also required to maintain a Performance Bond of the same or greater amount.

12.6 *Revocation:* Should the Township seek to initiate revocation proceedings following the procedures set forth above in this Article, including any public hearing described in Section 12.3, Township shall give written notice – via certified mail, return receipt requested - - to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event Township has not received a satisfactory response from Franchisee, it may then seek revocation of the Agreement at a second public hearing. Township shall cause to be served upon Franchisee, at least forty-five (45) days prior to such public hearing, a written notice – via certified mail, return receipt requested -- specifying the time and place of such hearing and stating its intent to revoke the Agreement.

12.6.1 At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, or employees of the Township, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such public hearing.

12.6.2 Following the public hearing(s), Franchisee shall be provided up to forty-five (45) days to submit its proposed findings and conclusions to Township in writing, and thereafter the Township shall determine (i.) whether an event of default has occurred under this Agreement; (ii.) whether such event of default is excusable; and (iii.) whether such event of default has been cured by Franchisee. Township shall also determine whether it will revoke the Franchise based on the information presented or, where applicable, grant additional time to Franchisee to affect any cure. If the Township determines that it will revoke the Franchise, LFA shall within thirty (30) days provide Franchisee with a written determination -- via certified mail or overnight delivery service -- setting forth the Township's findings of fact and reasoning for such revocation. Franchisee may appeal such written determination of LFA to an appropriate court of competent jurisdiction, which shall have the power to review the decision of LFA *de novo* to the extent permitted by law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days, to the extent permitted by law, of Franchisee's receipt of the written determination of Township.

12.6.3. The Township may, at its sole discretion, take any lawful action that it deems appropriate to enforce Township's rights under the Agreement in lieu of revocation of the Franchise.

### 13. **MISCELLANEOUS PROVISIONS**

13.1. *Actions of Parties:* In any action by Township or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under

the terms hereof, such approval or consent shall not be unreasonably withheld, delayed, or conditioned.

13.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns. Approval of this Franchise Agreement by the Board of Commissioners is authorized pursuant to applicable state and federal law designating the Township as an appropriate Franchising Authority.

13.3. *Preemption:* In the event that a change in federal or state law or regulation preempts or limits the enforceability of a provision of this Agreement, the provision shall be read to be preempted or limited, but only to the extent and for the time required by such law or regulation. In the event such federal or state law or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted or limited is no longer preempted or limited, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of Township.

13.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by Force Majeure.

13.5. *Good Faith Error:* Furthermore, the parties hereby agree that it is not Township's intention to subject Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in hardship being placed upon Franchisee that outweigh the benefit to be derived by the Township and/or Subscribers.

13.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.6.1. Notices to Franchisee shall be mailed to:

Comcast of Pennsylvania, LLC.  
5 Bellecor Drive  
New Castle, DE 19720  
Attention: Government Affairs Department

13.6.2. With a copy to:

Comcast Cable  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103-2838  
Attention: Government Affairs Department.

13.6.3. Notices to the Township shall be mailed to:

Township of Radnor  
301 Iven Avenue  
Wayne, PA 19087  
Attention: Township Manager

13.7. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and Township and supersedes all prior or contemporaneous agreements, ordinances, representations, or understanding (written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

13.8. *Amendments:* Amendments to this Agreement shall be mutually agreed to in writing by the parties.

13.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.10. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise Agreement.

13.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.12. *Cable System Removal Prohibition:* Under no circumstance including, without limitation, revocation, denial of renewal of the Franchise, or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of Franchisee's Cable System including any capacity used for Cable Service, Non-Cable Services, or otherwise, to the

Township or any third party. Franchisee shall not be required to remove the Cable System or to relocate the Cable System or any portion thereof as a result of revocation, denial of renewal, or any other action to forbid or disallow Franchisee from providing Cable Services or Non-Cable Services.

13.13. *Certain Exceptions:* The Township and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.14. *No Third Party Beneficiary:* Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public, Person or private entity not a party to this Franchise Agreement and any such member of the public, Person or private entity shall not have third party status hereunder to enforce the terms of this Franchise Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK TO SIGNATURE PAGE]

WITNESS, Our hands and seals this day of 2015.

ATTEST:

RADNOR TOWNSHIP:

\_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

COMCAST OF PENNSYLVANIA, LLC.

\_\_\_\_\_

By: \_\_\_\_\_

Print: LeAnn M. Talbot

Title: Senior Vice President – Freedom Region

Date: \_\_\_\_\_



## **EXHIBIT A**

### **BUILDINGS TO BE PROVIDED COMPLIMENTARY CABLE SERVICE**

Township Municipal Building  
301 Iven Avenue  
Wayne, PA 19087

Radnor Middle School  
131 South Wayne Avenue  
Wayne, PA 19087

Radnor High School  
130 North King of Prussia Road  
Radnor, PA 19087

Radnor Memorial Library  
114 West Wayne Avenue  
Wayne, PA 19087

Radnor Studio 21, Inc.  
110 West Lancaster Avenue, Suite 1  
Wayne, PA 19087

Radnor Elementary School  
20 Matsonford Road  
Radnor, PA 19087

Wayne Elementary School  
651 West Wayne Avenue  
Wayne, PA 19087

Ithan Elementary School  
695 Clyde Road  
Bryn Mawr, PA 19010

## EXHIBIT B

### CUSTOMER SERVICE STANDARDS

#### SECTION 1: DEFINITIONS

- A. Response: Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket (a.k.a. "trouble call"), if required, and responding to the call.
- B. Significant Outage: A significant outage shall mean any interruption of Cable Service lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.
- C. Service Call: The action taken by Franchisee to correct a Service Interruption, the effect of which is limited to an individual Subscriber.
- D. Standard Installation: Installations where the subscriber dwelling is within two hundred (200) feet of trunk or cable feeder lines.

#### SECTION 2: TELEPHONE AVAILABILITY

- A. Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Township regarding Cable Service twenty-four (24) hours a day, seven (7) days a week. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Township must be available to respond to customer telephone inquiries during Normal Business Hours. Excluding conditions beyond its control, Franchisee must respond to Service Interruptions within twenty-four (24) hours after the interruption becomes known.
- B. After Normal Business Hours, Franchisee may use an automated response system to respond to service calls. Inquiries received after Normal Business Hours must be responded to by a Franchisee representative on the next business day.
- C. Under Normal Operating Conditions, calls received by Franchisee shall be answered within thirty (30) seconds. Franchisee shall meet this standard for ninety percent (90%) of the time, as measured on a quarterly basis.
- D. Under Normal Operating Conditions, callers to Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.
- E. Notwithstanding the performance criteria of Section 2. A through D above, Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates

a clear failure to comply.

### SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the applicable rules of the FCC, the National Electric Code, and the National Electrical Safety Code, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of FCC-required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation of Cable Service shall be performed within seven (7) business days after an order is placed. Unless defined otherwise in the Franchise, "Standard Installations" are those aerial installations that are located up to two hundred (200) feet from the existing distribution system.

C. Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hours scheduled time block during Normal Business Hours. Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to the weekends. Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment; provided, however, that if a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for Franchisee and the Subscriber.

### SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. Franchisee shall notify Township of any Significant Outage of Cable Service, defined as a discontinuation of Cable Service as defined hereinabove.

B. Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, when necessary service interruptions of more than twenty-four (24) hours can be anticipated, Franchisee shall notify Subscribers in advance of such service interruption.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, Franchisee must respond to a call from a Subscriber regarding a Service Interruption or other cable service problems within the following time frames:

- (1.) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area, and
- (2.) Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or LFA of a Cable Service problem.

E. Under Normal Operating Conditions, Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of six (6) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem in writing and allow Franchisee to verify the problem if requested by Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

#### SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, Franchisee shall investigate Subscriber Complaints referred by Township within seventy-two (72) hours. If the Township is contacted directly about a customer complaint, it shall notify Franchisee promptly and in writing. When Franchisee receives such notification, the time period for Franchisee to respond as required above shall commence. For purposes of this Section, "respond" means that Franchisee shall initiate the performance of those actions, which, in the normal course of business, are necessary and feasible to investigate and ultimately resolve the Subscriber's Complaint.

#### SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills must be itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items external costs, franchise fees, taxes, and/or other governmentally-imposed fees.

B. Franchisee shall not assess late fees for non-payment of a current bill until at least twenty (20) days have elapsed since the mailing of the bill by Franchisee.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1.) The Subscriber pays all undisputed charges;
- (2.) The Subscriber provides written notification of the dispute to Franchisee within five (5) days prior to the due date; and
- (3.) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

- (4.) It shall be within Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, Franchisee shall respond, to all written billing Complaints received from Subscribers within thirty (30) days of receipt of the Complaint. Final resolution shall not be unreasonably delayed.

E. Franchisee shall provide a telephone number and address on the bill for Subscribers to contact Franchisee.

F. Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to Township, upon written request.

G. Upon written request by the Township, the Franchisee shall omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

H. Subject to federal privacy requirements, Franchisee shall maintain customer complaint records for inspection by the Township, which shall contain the date each complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution. Comcast shall not sell, nor cause to be sold, subscriber lists.

#### SECTION 7: RATES, FEES AND CHARGES

A. The Township shall retain the right to regulate cable rates to the full extent permitted by applicable federal law. If LFA is certified to regulate rates, Franchisee shall file all required forms and documentation for any increase in the rates or charges for any basic service or related equipment with the LFA within the time period required by applicable federal law. If required, such documentation shall include FCC Form 1240 for increases in basic service rates, and FCC Form 1205 for increases in rates for subscriber equipment and installation.

B. Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

#### SECTION 8: DISCONNECTION/DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within seven (7) days of written notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was

reported by the Subscriber.

C. Nothing in these standards shall limit the right of Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to Franchisee's equipment or system, abusive and/or threatening behavior toward Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

D. Charges for Cable Service will be discontinued at the time of the requested termination of service by the subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Franchisee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Franchisee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Franchisee and to receive Cable Service or other multi-channel video service from another Person or entity.

#### SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers outside the office of Franchisee shall be required by Franchisee to wear a clearly visible identification card bearing their name and photograph. In addition, all Franchisee representatives shall be required to wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of Franchisee and its contractors or subcontractors shall be required by Franchisee to be clearly identified as such to the public. Specifically, Franchisee-owned vehicles shall have "cable contractor" or Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for Franchisee shall be required by Franchisee to have such markings (e.g., a magnetic door sign) indicating they are under contract to work on the Cable System.

B. All contact with a Subscriber or potential Subscriber by a Person representing Franchisee shall be conducted in a business-like manner.

C. All notices identified in this Section shall be by either:

(1.) By any reasonable written means, a separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2.) A separate electronic notification.

D. Pursuant to 47 C.F.R. §76.1603 (c), Franchisee shall provide reasonable notice to Subscribers of any pricing changes (excluding sales discounts, new products or promotional offers) and, subject to the foregoing, any changes in programming services, including channel line-up positions. Such notice must be given to Subscribers and LFA a minimum of thirty (30) days in advance of such changes if within the control of Franchisee.

E. Pursuant to 47 C.F.R. §76.1602, Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, and at any time upon request:

- (1.) Products and Cable Service offered;
- (2.) Prices and options for programming services and conditions of subscription to programming services;
- (3.) Installation and service maintenance policies;
- (4.) Channel positions of programming offered on the Cable System;
- (5.) Procedures for resolving billing Complaints;
- (6.) Instructions on how to use the Cable Service;
- (7.) A notice of Subscriber privacy rights as required by federal law; and
- (8.) The address and telephone number of Franchisee's office to which Complaints may be reported.

#### SECTION 10: PRIVACY

Franchisee shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Franchisee shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Franchisee shall not sell or share subscriber lists is

**RESOLUTION 2015-60  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, APPOINTING TOWNSHIP LABOR COUNSEL**

*WHEREAS*, the current township labor attorney is Dilworth Paxson; and

*WHEREAS*, based on the prior services and qualifications, it is recommended by the Administration that the Township appoint Joseph C. Rudolf of Clark Hill, as Labor Counsel in place of Dilworth Paxson with a retainer of \$1,800 a month, plus hourly rates of \$295.00 for all attorneys for special projects and litigation where prior approval is obtained from the Township Manager.

*NOW, THEREFORE*, it is hereby *RESOLVED* that the Board of Commissioners of Radnor Township hereby appoints Joseph C. Rudolf of Clark Hill as Township Labor Counsel.

*SO RESOLVED*, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 15<sup>th</sup> day of June, A.D., 2015.

RADNOR TOWNSHIP

By: \_\_\_\_\_

Name: William A. Spingler  
Title: President

ATTEST: \_\_\_\_\_  
Robert Zienkowski, Manager/Secretary



Discussion on the 2014  
Audit and Financial  
Statements -  
CliftonLarsonAllen

RESOLUTION NO. 2015-69

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, FORMALLY ACCEPTING THE INDEPENDENT AUDITORS' REPORT AND 2014 AUDITED FINANCIAL STATEMENTS OF RADNOR TOWNSHIP TO BE INCLUDED IN THE 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

*WHEREAS*, The Township engaged CliftonLarsonAllen LLP (the "Auditors") to perform the annual financial audit pursuant to the Township's Home Rule Charter §7.13 for the year ending December 31, 2014; and

*WHEREAS*, Township Management bears the sole responsibility for the completeness and accuracy of the 2014 Financial Statements; and

*WHEREAS*, CliftonLarsonAllen LLP, in its capacity as the Township's independent CPA, is responsible for expressing an opinion on the financial statements as prepared by Management and is responsible for issuing an opinion based upon the results of their audit of the Township as summarized in the Independent Auditors' Report; and

*WHEREAS*, The Citizens' Audit Review & Financial Advisory Committee ("CARFAC"), made up of nine volunteer residents as appointed by the Board of Commissioners, was involved in the audit process by overseeing project schedules and timelines, discussing internal control deficiency resolutions from prior years' audit results with management and the auditors, and by meeting independently with representatives of the Auditors to review possible audit findings, including but not limited to those specifically addressed in the SAS 115 Letter to Management prepared by the Auditors; and

*WHEREAS*, CARFAC accepts no responsibility and takes no position on the completeness or accuracy of either the Independent Auditors' Report or the Audited Financial Statements; and

*WHEREAS*, Exclusively based on the foregoing, CARFAC has recommended that the Board of Commissioners adopt a resolution during a public meeting accepting the Independent Auditors' Report and management's 2014 Audited Financial Statements.

*NOW, THEREFORE*, it is hereby *RESOLVED* that the Radnor Township Board of Commissioners formally accept the Independent Auditors' Report as prepared by CliftonLarsonAllen LLP and the 2014 Audited Financial Statements as prepared by Management, both of which are to be included in the Township's 2014 Comprehensive Annual Financial Report (CAFR).

*SO RESOLVED*, this 15<sup>th</sup> day of June, A.D., 2015

RADNOR TOWNSHIP

By: \_\_\_\_\_

Name: William Spingler  
Title: President

ATTEST: \_\_\_\_\_

Name: Robert A. Zienkowski,  
Title: Township Manager / Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**



**DATE:** June 1, 2015

**TO:** Board of Commissioners

**FROM:** William White, Director of Finance

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

**LEGISLATION:** Resolution 2015-69 Accepting the 2014 Audited Financial Statements and Independent Auditors' Report as recommended by the Citizens' Audit Review & Financial Advisory Committee (CARFAC).

**LEGISLATIVE HISTORY:** The Township engaged CliftonLarsonAllen, LLP as Independent Auditors for the 2014 audit period, which has now been completed. The Township's 2014 Comprehensive Annual Financial Report (CAFR) will be completed and filed by June 30<sup>th</sup> and will be available on the Township's web site.

**PURPOSE AND EXPLANATION:** This Resolution formally concludes the 2014 audit period by publically and transparently *accepting* the 2014 Audited Financial Statements and Independent Auditors' Report. It is imperative to note:

- Management is solely responsible for the content and accuracy of the 2014 Audited Financial Statements
- CliftonLarsonAllen is solely responsible for expressing an opinion on the 2013 Audited Financial Statements as detailed in their Auditor's Report (to be included on page 1 of the Comprehensive Annual Financial Report)
- CARFAC has recommended that the Board of Commissioners accept this document as outlined in the attached Recommendation
- By accepting this document, the Board of Commissioners is not accepting responsibility for the content or accuracy of the Audited Statements or the Independent Auditors' Report

**FISCAL IMPACT:** There is no fiscal impact associated with this Resolution.

**RECOMMENDED ACTION:** In the interest of adding transparency and to conclude the 2014 audit process, the Administration and CARFAC both respectfully recommend that the Board adopt Resolution 2015-69.

**RESOLUTION 2015-58**

**RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, ESTABLISHING A STORMWATER FACILITY REBATE PROGRAM IN ACCORDANCE WITH ORDINANCE NO. 2013-15, THE RADNOR TOWNSHIP STORMWATER MANAGEMENT FEE ORDINANCE.**

*WHEREAS*, Radnor Township enacted Ordinance No. 2013-15, the Radnor Township Stormwater Management Fee on October 14, 2013; and

*WHEREAS*, the Stormwater Management Fee Ordinance permits the Board of Commissioners to establish rules and regulations necessary to implement the polices and procedures set forth in the Ordinance; and

*WHEREAS*, the Board of Commissioners desires to establish a Homeowner Stormwater Facility Rebate program.

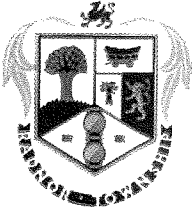
*NOW, THEREFORE*, it is hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby approve a Homeowner Stormwater Facility Rebate application form and procedure as set forth on the attached Exhibit "A". The Township Administration is further authorized to establish such policies and procedures necessary to implement the rebate program as set forth on the attached Exhibit "A".

*SO RESOLVED*, at a duly convened meeting of the Board of Commissioners conducted on this 15<sup>th</sup> day of June, 2015.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: William Spingler  
Title: President

ATTEST: \_\_\_\_\_  
Robert A. Zienkowski, Secretary



## Homeowner Stormwater Facility Rebate Application Form

Stormwater Utility users may be eligible for a rebate for the purchase and construction/installation of qualifying stormwater facilities. This form and all requested information shall be submitted to address given below initiating a rebate disbursement.

**Electronic submittals are encouraged.**

### REBATE TYPE

- Rebate applied for:  Rain barrel(s) (up to 5) (\$50 each)  
 (check all that apply)  Rain garden (up to \$250)  
 Cistern (\$100)  
 Downspout diversion\* (up to \$50)

\* Diversion of roof downspout runoff from driveways, sidewalks or streets to lawn or garden areas.

### PROPERTY INFORMATION

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Property Location (if different): \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

### APPLICATION REQUIREMENTS

Please supply the requested information for the applicable rebates. Additional documentation may be requested by the Radnor Township Stormwater Advisory Committee:

- Rain Barrel**
- # of rain barrels \_\_\_\_\_
  - Size in gallons (min. 45 gal) \_\_\_\_\_
  - Proof of payment for barrel(s)
  - Photo showing connection(s) to downspout(s)
  - Approximate roof area draining to downspout \_\_\_\_\_ ft<sup>2</sup>

- Cistern**
- Cistern size in gallons (min. 250 gal) \_\_\_\_\_
  - Proof of payment for installation or materials
  - Photo showing installation
  - Impervious area draining to cistern (roof, patio, driveway) \_\_\_\_\_
  - Approximate impervious area draining to cistern \_\_\_\_\_ ft<sup>2</sup>

- Rain Garden**
- Sketch of location
  - Dimensions (min. 100 sq ft, 6" min. depression) Area \_\_\_\_\_ Depth \_\_\_\_\_
  - Photo of rain garden installed at property
  - Proof of payment for installation or materials
  - Impervious area draining to rain garden (roof, patio, driveway) \_\_\_\_\_
  - Approximate impervious area draining to rain garden \_\_\_\_\_ ft<sup>2</sup>

**Downspout Diversion**

- Pre- and post-installation photos documenting diversion
- Proof of payment for materials used
- Approximate roof area draining to downspout \_\_\_\_\_ ft<sup>2</sup>
- Briefly describe the receiving area for downspout flow

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Signature of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

*I hereby state that the above information is true to the best of my knowledge and acknowledge that any attempt to purposely supply incorrect information may result in denial of the rebate application, elimination of any rebate granted, and restitution of previous rebates. I also understand that, with my permission, Radnor Township or its agents reserve the right to inspect rebated BMP installations to determine effectiveness and/or need for maintenance.*

*All installation suggestions for storm-water devices are provided based upon nationally recognized best-practices. Radnor assumes no liability for installation or in the unlikely case that the device has a negative consequence*

Submit application to:

Radnor Township Stormwater Administrator  
301 Iven Avenue  
Wayne, PA 19087-5297

Or e-mail with supporting documents attached to [stormwater@radnor.org](mailto:stormwater@radnor.org)

If you have questions about this program, please contact Dan Wible at [stormwater@radnor.org](mailto:stormwater@radnor.org) or call

\_\_\_\_\_

**ATTENDEES:** Radnor Township: Steve Norcini  
SWMAC: Heather Gill, Paige Maz, Joseph Schanne, Regina Majercak  
CH2M: Daniel Wible  
Gannett Fleming: Roger Phillips and Matt Scholz

**PREPARED BY:** CH2M

**MEETING DATE:** May 14, 2015

**SUBJECT:** May 2015 meeting

**YouTube link:** <https://www.youtube.com/watch?v=IYpupGP9eI8>

#### **Review of Previous Meeting Minutes**

- April 9, 2015 SWMAC meeting minutes - approved

#### **Public Comment**

- No public comment

#### **Steve Norcini Update**

- Growing Greener Grants have recently been announced; DEP will be accepted grant applications until July 10, 2015; the SWMAC is encouraged to think about potential grant ideas for the Township; for additional information, see the following link:  
[http://www.portal.state.pa.us/portal/server.pt/community/growing\\_greener/13958](http://www.portal.state.pa.us/portal/server.pt/community/growing_greener/13958)
- 228 Willow Ave – abandoned property adjacent to a stream channel; Township is considering acquiring this property to construct a stormwater facility; given the size of the parcel, a stormwater facility there would likely not have a significant impact, but the cost/benefit should be explored; significant flooding has been observed at this location
- Update on culverts work:
  - Marlbridge Road – design completed, but permitting still under way; Gannett Fleming to provide construction cost estimate; construction anticipated this year (late summer?)
  - Mill Road – alternatives to pipe replacement, such as lining, being considered (to minimize disturbance); drainage area study underway to determine adequacy of reduced pipe diameter; Gannett Fleming to provide construction cost estimate
  - Malin Road – Gannett Fleming will be submitting its evaluation soon
  - Locating, televising, cleaning of storm sewer system going out to bid shortly
  - Township Public Works crews rebuilt 7 inlets recently

#### **Stormwater Program Administrator Update by CH2M**

- Ithan Creek Watershed Assessment – Township has authorized the scope/fee for this watershed assessment and CH2M has started Task 1 (flood model); CH2M will share results of Task 1 at the June SWMAC meeting
- GIS – CH2M met with Bob Hale (Township IT) and has started converting MapInfo files, developing a GIS needs assessment and implementation plan, and reviewing existing impervious/parcel data
- Billing – CH2M is scheduled to meet with Bill White (Township Finance) on 5/18 to discuss billing workflow; CH2M has started to review stormwater expenditures to date

#### **N. Side Wayne Train Station Stormwater Management Project Update**

- Gannett Fleming provided an update on the stormwater design for the Wayne Train Station (north side):

- Under existing conditions, uncontrolled runoff from this area discharges to an existing drainage channel
- Gannett Fleming has almost completed design of two subsurface infiltration systems to help manage the currently uncontrolled runoff; these trenches will be placed below existing SEPTA parking areas and will entail associated improvements such as new pavement and curbing
- Pretreatment for the trenches will be provided by water quality units
- The trenches were sized based on the available funding (\$100k provided by SEPTA); SWMAC may be interested in exploring options for increasing the size of the trenches and the associated costs in order to make them even more effective
- Infiltration testing will be completed soon, followed by final design, and bidding

### **Stormwater Management Ordinance Update**

- Gannett Fleming provided a summary of their draft updates to the Township Stormwater Management Ordinance (SWMO) in the form of a Powerpoint presentation (to be posted on the Township website); highlights of the updates include the following:
  - Page 5: an example is provided to clarify the requirements associated with cumulative additions of impervious cover on a property; no change is proposed to the requirements
  - Page 33: water quality depth increased from 1 to 1.5 inches (the infiltration depth requirement on page 30 is still 1 inch and needs to be updated)
  - Page 38: sites that reduce impervious cover by at least 25% are exempt from peak rate reductions; however, peak rates cannot be increased from existing conditions
  - Page 39: for development and redevelopment sites, 25% of existing impervious cover, when present, shall be considered meadow in good condition; Regina recommended that there be a minimum disturbance threshold (“trigger”) associated with this requirement
  - Page 41: for underground pipe systems, voids within the stone bedding cannot currently be counted for storage; Gannett Fleming provided a sizing example (with and without stone voids counted) and recommended changing this requirement to allow for the stone voids to be counted for storage
  - Gannett Fleming also highlighted several other items that should be updated:
    - Inconsistent definitions of “impervious surface” between the SWMO, SLDO, and Zoning codes
    - Consideration of credit for installing permeable pavement
    - Consideration of credit for installing wood decks
    - Consideration of pools as impervious surface
    - Consistency with request to infiltration test requirements (double-ring, perc, etc)
    - Considerations for incentivizing reduction of impervious cover
- Public comment: Maya Van Rossum asked for clarity on the process/schedule for public comments on the SWMO update
- Response to public comment: the draft SWMO updates will be posted on the Township website soon after the meeting; there will be a formal comment period in the fall of 2015 (with one or more public meetings) to discuss the draft SWMO updates; comments received (even those submitted now) will be considered and attached to the updated SWMO document; public comments on the draft SWMO should be emailed to the Township with the following subject line “stormwater management comments”

### **Miscellaneous**

- Heather announced another rain garden planting event on Saturday, May 30 from 9AM to 12 PM; the Township has dug out the area for 2 rain gardens, is making the necessary amendments to the soil, and will be ordering the plants; volunteers are needed to help install the plants



**Next SWMAC meeting: 6/11/15**

**Action Items**

- **SWMAC** to compile comments on SWMO update by next SWMAC meeting (6/11)

**Outstanding Previous Action Items**

- **Leah McVeigh/Radnor** to post all previous SWMAC meeting minutes, agendas, and information packets will be posted to the new Radnor Township website
- **Steve** to approach BOC about RFQ for on-call stormwater design services; upon approval, CH2M will develop RFQ for such services

**Radnor Township**  
**Stormwater Management Advisory Committee (SWMAC)**  
**Agenda**  
**7:00pm, Thursday June 11, 2015**



1. Call to Order
2. Review / approve meeting minutes May 14, 2015 SWMAC Meeting.  
*(10 minutes)*
3. Public comment.  
*(10 minutes)*
4. SFR Rebate – subcommittee discussion, review and tracking of applications.  
*(30 minutes)*
5. Stormwater Ordinance Discussion  
*(30 minutes)*
6. CH2MHILL – Updates on Ithan Creek Watershed Assessment, Billing, SWM tasks  
*(30 minutes)*
7. Update on SWM Projects – Update on Malin Rd Culvert Analysis, Mill Rd Storm Sewer Replacement, Storm Sewer Cleaning/Televising/Location, Township wide Culvert Analysis, Wayne Train Station North Lot SWM Project, Willows, Radnor Township rain gardens (June 20, 2015), Grant Applications.  
*(10 minutes)*
8. New Business
9. Set the date and time for the next meeting and adjourn.



**Date:** June 8, 2015

**To:** Radnor Township Board of Commissioners

**From:** Roger Phillips, PE

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

**RE:** Villanova Lot Line Consolidation – Preliminary/Final Plan  
Steven Hildebrand Villanova – Applicant

Date Accepted: May 4, 2015  
90 Day Review: August 2, 2015

---

Gannett Fleming, Inc. has completed a review of the Lot Line Consolidation Plans for compliance with the Radnor Township Code. These Plans was reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing two lot consolidations. The first lot consolidation is for South Campus and will consolidate the South Campus, Aldwyn Triangle, Main Lot and Pike Lot. The second lot consolidation will consolidate the West Lancaster Lots. This project does not meet the criteria for an administration review exemption due to the number of parcels involved in the consolidation.

This plan was before the Planning Commission on June 1, 2015. The planning commission recommended approval provided that all comments by staff are addressed and satisfied.

South Campus, Aldwyn Triangle, Main Lot & Pike Lot - Boundary Consolidation Plan

Plans Prepared By: Nave Newell, Inc.  
Dated: 04/09/2015

The description of property prepared by Nave Newell appears to accurately reflect the area shown on the consolidation plans. The following comments must be addressed:

**Gannett Fleming, Inc.**

P.O. Box 80794 • Valley Forge, PA 19484-0794 | 1010 Adams Avenue • Audubon, PA 19403-2402  
t: 610.650.8101 • f: 610.650.8190  
www.gannettfleming.com



1. The description of property prepared by Nave Newell refers to a plan titled "Plan Showing Property To Be Developed By The Townsend B. Young, Co. dated March 17, 1939 and last revised October 9, 1941. A copy of this plan must be provided.
2. On Page 7 of the proposed description, the course and distance labeled "2)" appears to differ from the plan. The distance shown on the plan is 73.30 feet, but is described as 73.31. This must be revised to be consistent.
3. The consolidation plan must be signed by the Professional Land Surveyor that prepared it.

West Lancaster Lots - Consolidation Plan

Plans Prepared By: Nave Newell, Inc.  
Dated: 04/09/2015

The description of property prepared by Nave Newell appears to accurately reflect the area shown on the consolidation plans. The following comments must be addressed:

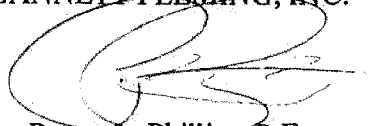
1. The applicant has provided the deed for the lot containing Geraghty Hall that was missing from the original submission. The plan must be revised to indicate the deed book and page number of the correct deed.
2. The consolidation plan must be signed by the Professional Land Surveyor that prepared it.

We recommend the Board of Commissioners consider recommending approval of this conditioned on requiring the applicant to satisfactorily address the above comments.

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

Very truly yours,

GANNETT FLEMING, INC.



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

1962/371

THIS DEED, made this 16th day of December in the year one thousand nine hundred and Fifty-eight (1958). BETWEEN, ERNEST W. SCHAW and MARY G. SCHAW, his wife (hereinafter called the "Grantors"), of the one part;

A N D

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA; a Corporation duly chartered and existing under the laws of the Commonwealth of Pennsylvania. (hereinafter called the "Grantee"), of the other part.

WITNESSETH, That in consideration of Twenty-five Thousand (\$25,000 00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate at Villanova, in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by William F. Bowerman, Civil Engineer and Surveyor, Upper Darby, Pennsylvania, dated October 23, 1937, as follows, to wit:

BEGINNING at a point in the center line of Lancaster Avenue at the distance of nine hundred twenty-eight feet and seventy-four one-hundredths feet measured Southeastwardly along the center line of Lancaster Avenue from its intersection with the center line of Spring Mill Road, also known as Sproul Road; thence extending along the said center line of Lancaster Avenue, South sixty-nine degrees, forty-five minutes, thirty seconds East, One hundred feet to a point; thence extending South twenty degrees, fourteen minutes, thirty seconds West, Three hundred forty-six feet and thirty-nine one-hundredths feet to a point; thence extending North seventy-three degrees, twenty-four minutes West, One hundred feet and twenty-one one-hundredths feet to a point; thence extending North twenty degrees, fourteen minutes, thirty seconds East, Three hundred fifty-two feet and seventy-seven one-hundredths feet to the first mentioned point and piece of beginning.

BEING the same premises which John O. Lorange and Aasta O. Lorange, his wife, by Indenture bearing date the 13th day of October A.D., 1953, and recorded at Media, in the office for the recording of Deeds, in and for the County of Delaware on the 15th day of October A.D., 1953 in Deed Book No. 1691 page 44, etc., granted and conveyed unto Ernest W. Schaw and Mary G. Schaw, his wife, in fee.

Under and subject to limitations, conditions and restriction of record.

AND the said Grantors do hereby covenant to and with the said Grantee that they, the said Grantors, and their heirs SHALL and WILL; subject as aforesaid, Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, its successors and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her, them or any of them.

IN WITNESS WHEREOF, the said Grantors have caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED COMMONWEALTH OF PA.  
In the presence of: \$250.00  
Stamps

Ann G. Kwozynski

U.S.  
\$27.50  
Stamps

Ernest W. Schaw (SEAL)  
Mary G. Schaw (SEAL)

THE STATE STAMPS APPLIED HERETO REPRESENT THE FULL CONSIDERATION INCLUDING LIENS AND ENCUMBRANCES, THE TITLE INSURANCE CORPORATION OF

Twp. Tax Transfer tax paid in the amount of \$250.00 THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

PENNSYLVANIA  
Horace Entriken

RADNOR TOWNSHIP  
TRANSFER TAX  
P A I D  
Albert H. Swing  
Township Treasurer  
J.A.D.

Per Horace Entriken

State of New Jersey  
County of Camden

On this 17th day of December 1958, before me, the undersigned officer, personally appeared Ernest W. Schaw, his wife, known to me (or satisfactorily proven) to be

the persons whose names are subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained.

Ann P. Kulczynski (SEAL)  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires November 18, 1962.

State of Pennsylvania, County of Delaware:

On this 20th day of December, 1958, before me, the undersigned officer, personally appeared Mary G. Schaw, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

The address of the said Grantee is Villanova, Penna.

Sandra K. Hoede (SEAL)  
NOTARY PUBLIC, Radnor Twp., Delaware Co.  
My Commission Expires July 10, 1961

Horace Entriken  
On behalf Of Grantee

REGISTERED IN RADNOR TOWNSHIP

DATE 12/24/58

COUNTY OF DELAWARE

REGISTERED DEC. 24, 1958

Recorded December 27, 10.50 AM '58

Written by A. Brown

PaPpans.....Recorder

Compared by *A. Carroll Gille*

THIS DEED, made this 22nd day of December, in the year one thousand nine hundred and fifty-eight (1958) BETWEEN, DOMENIC J. LAURO, of the Borough of East Lansdowne, County of Delaware and State of Pennsylvania, and NANCY R. LAURO, his wife, (hereinafter called the "Grantors"), of the one part,

A N D

GENEVIE MCGUIGAN, of the Borough, County and State aforesaid, Singlewoman, (hereinafter called the "Grantee"), of the other part.

WITNESSETH, that in consideration of Fourteen Thousand Seven Hundred and Fifty Dollars, in hand paid the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee, her heirs and assigns,

ALL THAT CERTAIN lot or piece of ground with the Buildings and Improvements thereon erected, SITUATE in the Borough of East Lansdowne, County of Delaware and Commonwealth of Pennsylvania, being composed of Lots No. 1171 and 1172 on the Plan of East Lansdowne, recorded in Deed Book H-10, page 838, as follows, to wit:

*Ed C. Spangler*

SITUATE on the East side of Penn Boulevard at the distance of One hundred fifty feet Northwardly from the North City side of ... Avenue; CONTAINING together in front on said Penn Boulevard Fifty feet and extending of that width in length or depth Eastwardly One Hundred Twenty-five feet to the rear lines of Lots no. 1140 and 1141, be the said measurements and area more or less. Being No. 215 Penn Boulevard.

BEING the same premises which Louis J. Spingler et ux by Indenture bearing date the Fourteenth day of September, A.D. 1958, and recorded at Media, in the Office for the Recording of Deeds in and for the County of Delaware, in Deed Book No. 1864, page 284, etc., granted and conveyed unto the said Domenic J. Lauro and Nancy R., his wife, in fee.

AND the said Grantors do hereby covenant to and with the said Grantee that they, the said Grantors, their heirs, executors and administrators, SHALL AND WILL, Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, her heirs and assigns, against the said Grantors and against every other Person lawfully claiming or who shall hereafter claim the same or any Part thereof, by, from or under them or any of them.

IN WITNESS WHEREOF, the said Grantors have caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED COMMONWEALTH OF PA.  
In the Presence of: \$147.50  
Stamps  
Leon Chamberlain  
A. T. Stewart U.S. \$16.50  
Stamps

Domenic J. Lauro (SEAL)  
Nancy R. Lauro (SEAL)



**Date:** May 22, 2015

**To:** Radnor Township Planning Commission

**From:** Roger Phillips, PE

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

**RE:** Villanova Lot Line Consolidation – Preliminary/Final Plan  
Steven Hildebrand Villanova – Applicant

Date Accepted: May 4, 2015  
90 Day Review: August 2, 2015

---

Gannett Fleming, Inc. has completed a review of the Lot Line Consolidation Plans for compliance with the Radnor Township Code. These Plans was reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing 2 lot consolidations. The first lot consolidation is for South Campus and will consolidate the South Campus, Aldwyn Triangle, Main Lot and Pike Lot. The second lot consolidation will consolidate the West Lancaster Lots. This project does not meet the criteria for an administration review exemption due to the number of parcels involved in the consolidation.

South Campus, Aldwyn Triangle, Main Lot & Pike Lot - Boundary Consolidation Plan

Plans Prepared By: Nave Newell, Inc.

Dated: 04/09/2015

The description of property prepared by Nave Newell appears to accurately reflect the area shown on the consolidation plans. The following comments must be addressed:

1. The description of property prepared by Nave Newell refers to a plan titled "Plan Showing Property To Be Developed By The Townsend B. Young, Co. dated March 17, 1939 and last revised October 9, 1941. A copy of this plan must be provided.

Gannett Fleming, Inc.

P.O. Box 80794 • Valley Forge, PA 19484-0794 | 1010 Adams Avenue • Audubon, PA 19403-2402

t: 610.650.8101 • f: 610.650.8190

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2. On Page 7 of the proposed description, the course and distance labeled "2)" appears to differ from the plan. The distance shown on the plan is 73.30 feet, but is described as 73.31. This must be revised to be consistent.
3. The consolidation plan must be signed by the Professional Land Surveyor that prepared it.

West Lancaster Lots - Consolidation Plan

Plans Prepared By: Nave Newell, Inc.

Dated: 04/09/2015

The description of property prepared by Nave Newell appears to accurately reflect the area shown on the consolidation plans. The following comments must be addressed:

1. It appears that there is a deed missing for the lot containing Geraghty Hall. The plan indicates that this parcel is included as parcel 2D Deed Book 1826 page 2383. The referenced deed book and page number describes the lot labeled Tax Map 36 Block 24 Unit 32 on the plan. The deed must be provided.
2. The consolidation plan must be signed by the Professional Land Surveyor that prepared it.

We recommend the Planning Commission consider recommending approval of this conditioned on requiring the applicant to satisfactorily address the above comments.

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

Very truly yours,

GANNETT FLEMING, INC.



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



**WILLIAM A. SPINGLER**  
*President*

**JAMES C. HIGGINS**  
*Vice-President*

**ELAINE P. SCHAEFER**

**DONALD E. CURLEY**

**JOHN FISHER**

**JOHN NAGLE**

**RICHARD F. BOOKER**



**RADNOR TOWNSHIP**  
301 IVEN AVENUE  
WAYNE, PENNSYLVANIA 19087-5297

Phone (610) 688-5600  
Fax (610) 971-0450  
www.radnor.com

**ROBERT A. ZIENKOWSKI**  
*Township Manager*  
*Township Secretary*

**JOHN B. RICE, ESQ.**  
*Solicitor*

**JOHN E. OSBORNE**  
*Treasurer*

May 12, 2015

Villanova University  
Steven Hildebrand  
800 East Lancaster Avenue  
Villanova, PA 19085-1693

**RE: Land Development Application #2015-R-04– Preliminary/Final  
Villanova University Lot Line Consolidation**

Dear Mr. Hildebrand:

In accordance with Section 255-18 of the Subdivision of Land Code of the Township of Radnor, we have reviewed your preliminary/final plan application to consolidate lot lines at the abovementioned location, and have found it complete. Therefore, I have accepted the application for preliminary/final plan for review by the Township Staff, Shade Tree Commission, Planning Commission, and Board of Commissioners.

These plans are available for public viewing in the Engineering Department. These plans will be reviewed by the Planning Commission at their meeting on **Monday, June 1, 2015**. Subsequent to the Planning Commission meeting, your plan will be reviewed by the Board of Commissioners. You or your representative should plan to attend all scheduled meetings.

If the Planning Commission takes action, your plan will then be reviewed by the Board of Commissioners at a future meeting. These dates will be provided to you once it is placed on the agenda.

Sincerely,

**Roger Phillips, P.E.**  
Township Engineer



May 14, 2015

VIA Email

Roger Phillips, PE  
Gannett Fleming  
PO Box 80794  
Valley Forge, PA 19484-0794

**Reference:** *Villanova University – Lot Consolidations  
Preliminary Plan Submission  
Nave Newell No. 2011-005.08*

Dear Mr. Phillips:

In response to your comments concerning the title report for the Lot Consolidation Application filed on behalf of Villanova University, please utilize the title report submitted for the previous land development application for the Lancaster Avenue Housing. In addition, Note 3 on both Consolidation Plans will be modified for all future submissions to exclude the comment concerning the title report, but the deed references will remain.

If you have any questions regarding this submission, please contact me at (610)265-8323 or via email at [atweedie@navenewell.net](mailto:atweedie@navenewell.net).

Respectfully submitted,

A handwritten signature in black ink that reads "D. Alexander Tweedie".

D. Alexander Tweedie, PE

DAT/lok

cc via email: Marilou Smith - Villanova University  
Steven Hildebrand - Villanova University  
Nicholas Caniglia, Esq. - Pierce Caniglia & Taylor

\\NNA-DATA3\Proj\_Info\11Proj\11005\RevResp\Township\Lot Consolidation\Phillips\_ltr\_15-05-14.doc



April 28, 2015

VIA FEDEX NEXT AM (610)688-5600

Suzan Jones  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087

**Reference: Villanova University – Lot Consolidations  
Preliminary Plan Submission  
Nave Newell No. 2011-005.08**

Dear Ms. Jones:

On behalf of Villanova University we are submitting the following documents for Preliminary/Final Plan review and respectfully request to be placed on the Planning Commission's June meeting agenda. The quantities enclosed are listed after each item:

1. Boundary Consolidation Plan, South Campus, Aldwyn Triangle, Main Lot and Pike Lot (Sheet 1 of 1) dated April 9, 2015 (12 full size copies, 10 11X17 copies);
2. Notarized Boundary Consolidation Plan, South Campus, Aldwyn Triangle, Main Lot and Pike Lot (Sheets 1 of 1) dated April 9, 2015 (8 copies);
3. Description of Property, Tax Map 36 Block 24, Unit 33 (2 copies);
4. Consolidation Plan, West Lancaster Lots (Sheet 1 of 1) dated April 9, 2015 (12 full size copies, 10 11X17 copies);
5. Notarized Consolidation Plan, West Lancaster Lots (Sheets 1 of 1) dated April 9, 2015 (8 copies);
6. Description of Property, Consolidated West Lancaster Avenue Lots (2 copies);
7. Radnor Township Land Development Application (1 copy);
8. Delaware County Application for Act 247 Review (1 copy);
9. Check No. 16139858 in the amount of \$350.00 and Check No. 16139857 in the amount of \$1,000.00 made payable to Radnor Township for the Land Development review and escrow fee (1 copy each);
10. Check No. 16139859 in the amount of \$750.00 made payable to Treasurer of Delaware County for the Act 247 review fee (1 copy);
11. Deeds of Record for subject properties (1 copy);
12. Agreement of Sale between Villanova University and SEPTA for Subject Property (1 copy);
13. Thumb drive with electronic copies of above noted submission documents (1).

As noted on the application, the Applicant is requesting a waiver to permit this application to be processed as a Preliminary/Final application. An application of this type would typically be processed administratively but due to the number of lots involved a subdivision application is required.



Suzan Jones, Radnor Township  
Nave Newell No. 2011-005.00  
April 28, 2015  
Page 2

If you have any questions regarding this submission, please contact me at (610)265-8323 or via email at [atweedie@navenewell.net](mailto:atweedie@navenewell.net).

Respectfully submitted,

A handwritten signature in black ink that reads 'D. Alexander Tweedie'. The signature is fluid and cursive, with a long horizontal stroke at the end.

D. Alexander Tweedie, PE

DAT/jih  
Enclosures

cc via email: Marilou Smith - Villanova University  
Steven Hildebrand - Villanova University  
Nicholas Caniglia, Esq. - Pierce Caniglia & Taylor

K:\11Proj\11005\RevResp\Township\Lof Consolidation\Jones\_ltr\_15-04-28.doc

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

SUBDIVISION ~ LAND DEVELOPMENT

Location of Property 800 East Lancaster Ave.

Zoning District PI/CO Application No. \_\_\_\_\_  
(Twp. Use)

Fee \$350.00 Ward No. 4 Is property in HARB District no

Applicant: (Choose one) Owner X Equitable Owner \_\_\_\_\_

Name Villanova University

Address 800 East Lancaster Ave.

Telephone 510-519-4500 Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email steven.hildebrand@villanova.edu

Designer: (Choose one) Engineer \_\_\_\_\_ Surveyor X

James S. Conlow, PLS

Name Nave Newell, Inc.

Address 900 West Valley Road, Suite 1100, Wayne, PA 19087

Telephone 610-265-8323 Fax 610-265-4299

Email jconlow@navenewell.net

Area of property 240 ac. Area of ~~disturbance~~ consolidation 55.5 ac.

Number of proposed buildings n/a Proposed use of property Consolidation

Number of proposed lots 2

Plan Status: Sketch Plan \_\_\_\_\_ Preliminary X Final X Revised \_\_\_\_\_

Are there any requirements of Chapter 255 (SALDO) that are not in compliance with?

Are there any requirements of Chapter 255 (SALDO) not being adhered to?  
Explain the reason for noncompliance.

Request to process as Preliminary / Final application. This would be  
an administrative consolidation except for the number of lots.

Are there any infringements of Chapter 280 (Zoning), and if so what and why?  
n/a

Individual/Corporation/Partnership Name  
Villanova University

I do hereby certify that I am the owner, equitable owner or authorized representative of the property which is the subject of this application.

Signature 

Print Name Robert Morro, Associate Vice President of Facilities Management

By filing this application, you are hereby granting permission to Township officials to visit the site for review purposes.

NOTE: All requirements of Chapter 255 (Subdivision of Lane) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.

**DELAWARE COUNTY PLANNING COMMISSION**

**APPLICATION FOR ACT 247 REVIEW**

**Incomplete applications will be returned and will not be considered "received" until all required information is provided.**

Please type or print legibly

**DEVELOPER/APPLICANT**

Name Villanova University E-mail steven.hildebrand@villanova.edu

Address 800 East Lancaster Ave., Villanova, PA 19085 Phone 610-519-4500

Name of Development Lot Consolidation

Municipality Radnor Township

**ARCHITECT, ENGINEER, OR SURVEYOR**

Name of Firm Nave Newell, Inc. Phone 610-265-8323

Address 900 West Valley Road, Suite 1100, Wayne, PA 19087

Contact D. Alexander Tweedie, PE E-mail atweedie@navenewell.net

Type of Review	Plan Status	Utilities		Environmental Characteristics
		Existing	Proposed	
<input type="checkbox"/> Zoning Change	<input type="checkbox"/> Sketch	<input checked="" type="checkbox"/> Public Sewerage	<input checked="" type="checkbox"/> Public Sewerage	
<input type="checkbox"/> Land Development	<input checked="" type="checkbox"/> Preliminary	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Wetlands
<input checked="" type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Public Water	<input type="checkbox"/> Floodplain
<input type="checkbox"/> PRD	<input type="checkbox"/> Tentative	<input type="checkbox"/> Private Water	<input type="checkbox"/> Private Water	<input type="checkbox"/> Steep Slopes

Zoning District PI/CO

Tax Map # 36 / 24 / 33

Tax Folio # 36 / 04 / 02400 / 10

**STATEMENT OF INTENT**

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

Existing Use = asphalt parking lot (PI) campus related office buildings (CO)

Proposed Use = consolidation of existing lots without modification of uses

Total Site Area	<u>55.5</u>	Acres
Size of All Existing Buildings	<u>N/A</u>	Square Feet
Size of All Proposed Buildings	<u>N/A</u>	Square Feet
Size of Buildings to be Demolished	<u>0</u>	Square Feet

Robert Morro, Assoc. Vice President of Facilities Mgt.

Print Developer's Name  
Villanova University

  
Developer's Signature

**MUNICIPAL SECTION**

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission      Regular Meeting \_\_\_\_\_

Local Governing Body            Regular Meeting \_\_\_\_\_

Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:

Actual Date Needed \_\_\_\_\_

IMPORTANT: If previously submitted, show assigned DCPD File # \_\_\_\_\_

Print Name and Title of Designated Municipal Official \_\_\_\_\_

Phone Number \_\_\_\_\_

Official's Signature \_\_\_\_\_

Date \_\_\_\_\_

**FOR DCPD USE ONLY**

Review Fee:                      Check # \_\_\_\_\_      Amount \$ \_\_\_\_\_      Date Received \_\_\_\_\_

**Applications with original signatures must be submitted to DCPD.**





Nave Newell No. 2011-005.08

**DESCRIPTION OF PROPERTY**  
**LANDS N/F AUGUSTINIAN COLLEGE OF VILLA NOVA (VILLANOVA UNIVERSITY)**  
**TAX MAP 36 BLOCK 24 UNIT 33**  
**RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or parcel of land SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a certain plan entitled "Boundary Consolidation Plan, Lands N/F Villanova University, South Campus, Aldwyn Triangle, Main Lot and Pike Lot," prepared by Nave Newell, Inc., dated January 26, 2015, as follows to wit:

BEGINNING at a Point, said point being on the title line in the bed of Lancaster Avenue (SR 0030 – width varies), said point being on the extended line common with various lots along the northwesterly line of "Plan Showing Property To Be Developed By The Townsend B. Young, Co.," dated March 17, 1939, and last revised October 9, 1941, and lands herein described; thence, along said common line,

- 1) South 66 degrees 24 minutes West, a distance of 666.93 feet to an angle point in same; thence, continuing along said lots, crossing the SEPTA R-100 Right-of-Way (90 feet wide - lands formerly of the Philadelphia and Western Railway Co. as excepted in deed book F-14 page 392), and continuing along various lots along the northwesterly line of "Plan of Property of The Townsend B. Young, Co.," dated July 14, 1941, and last revised January 6, 1943,
- 2) South 66 degrees 45 minutes West, a distance of 1,193.20 feet to a point for corner; thence, along the northeasterly line of various lots within Block 24 and Block 31,
- 3) North 23 degrees 38 minutes West, a distance of 818.80 feet to a point for corner on the title line in the bed of Ithan Avenue (width varies); thence, along the title line in the bed of Ithan Avenue (width varies),
- 4) North 66 degrees 26 minutes East, a distance of 436.10 feet to a point on the said title line, at the intersection with the extended northeasterly side of Aldwyn Lane (40 feet wide); thence, along said side of Aldwyn Lane,



- 5) North 24 degrees 06 minutes West, crossing the northwesterly line of Ithan Avenue, a distance of 864.30 feet to a point for corner within the SEPTA R-100 Right-of-Way (90 feet wide - lands formerly of the Philadelphia and Western Railway Co. as excepted in deed book F-14 page 392), at the intersection with the extended line common with other lands of Villanova University, and the lands herein described; thence, crossing the northerly SEPTA R-100 Right-of-Way, and continuing along the said common line,
- 6) North 19 degrees 02 minutes East, a distance of 326.45 feet to a point on the title line in bed of of Lancaster Avenue aforesaid; thence, along said title line the six (6) next following courses and distances to wit,
- 7) South 70 degrees 42 minutes East, a distance of 652.60 feet to a point; thence,
- 8) South 66 degrees 53 minutes 16 seconds East, a distance of 231.80 feet to a point; thence,
- 9) South 61 degrees 44 minutes 16 seconds East, a distance of 230.00 feet to a point; thence,
- 10) South 49 degrees 03 minutes 57 seconds East, a distance of 200.00 feet to a point; thence,
- 11) South 51 degrees 57 minute 16 seconds East, a distance of 150.00 feet to a point near the intersection of the middle lines of Lancaster Avenue and Ithan Avenue; thence,
- 12) South 42 degrees 02 minutes 16 seconds East, a distance of 868.41 feet to the first mentioned POINT AND PLACE OF BEGINNING.

CONTAINING within said bounds 51.114 acres, more or less.

BEING the same several premises which Franklin A. Plummer, by deed bearing date April 8, 1911, and recorded in the Office for the Recorder of Deeds in and for the County of Delaware at Media, in Deed Book F-14, Page 392, granted and conveyed unto the Augustinian College of Villa Nova, now known as Villanova University, in fee.

BEING one of the same several premises which S. Everett Sproul, High Sheriff, by Deed Poll bearing date March 11, 1910, and recorded in the Office for the Recording of Deeds in and for the County of Delaware at Media in Deed Book S14, Page 148, granted and conveyed unto the said Franklin A. Plummer in fee.



LESS AND EXCEPTING:

EXCEPTING THEREFROM such portion thereof as were included in the tracts and pieces of land granted and conveyed by the Homestead Real Estate Company to the Philadelphia and Western Railway Company by Indenture bearing the date December 2, 1908, and recorded in the Office for the Recording of Deeds in and for the County of Delaware at Media in Deed Book S12, Page 443. Bounded and described as follows to wit.

ALL THAT CERTAIN lot or piece of ground SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows to wit: A strip of land extending from the division line between the lands now or late of Lillie J.W. Baker and lands late of The Augustinian College of St. Thomas of Villa Nova, across the lands late of said College to the division line between said lands late of said College and the lands late of Joseph M. Dohan, et al. and being 90 feet wide extending 45 feet each side of and parallel with the center line of the Philadelphia & Western Railroad, except at said division lines; said center line being described as follows:

BEGINNING at Station 387+03.5 where the center line crosses the dividing line between the lands now or late of Lillie J.W. Baker and said Augustinian College of St. Thomas of Villa Nova; thence, North 28 degrees 15 minutes West 725.3 feet to Station 394+28.8; thence, by a five degree curve to the left 903 feet to Station 403+31.8; thence, North 73 degrees 24 minutes West 225.2 feet to Station 405+57, being the point where the center line of railroad crosses the dividing line between the lands of said College and the lands now or late of Joseph M. Dohan and Frank B. Rhodes. The last above described strip of land being 1,853.5 feet long more or less.

BEING more particularly bounded and described as follows according to a certain plan entitled "Boundary Consolidation Plan, Lands N/F Villanova University, South Campus, Aldwyn Triangle, Main Lot and Pike Lot," prepared by Nave Newell, Inc., dated January 26, 2015, as follows to wit:



COMMENCING at a Point, said point being on the title line in the bed of Lancaster Avenue (SR 0030 – width varies), said point being on the extended line common with various lots along the northwesterly line of "Plan Showing Property To Be Developed By The Townsend B. Young, Co.," dated March 17, 1939, and last revised October 9, 1941, and lands herein described; thence, along said common line,

- a) South 66 degrees 24 minutes West, a distance of 666.93 feet to an angle point in same; thence, continuing along said lots,
- b) South 66 degrees 45 minutes West, a distance of 62.48 feet to a point at the intersection with the northeasterly Right-of-Way line of the SEPTA R-100 Right-of-Way (90 feet wide - lands formerly of the Philadelphia and Western Railway Co. as excepted in deed book F-14 page 392), being the POINT AND PLACE OF BEGINNING,

And from said BEGINNING POINT runs; thence, crossing said SEPTA R-100 Right-of-Way,

- 1) South 66 degrees 45 minutes West, a distance of 90.48 feet to a point at the intersection with the southwesterly Right-of-Way line of the said SEPTA R-100 Right-of-Way; thence, along said Right-of-Way line the following three (3) courses and distances,
- 2) North 29 degrees 09 minutes West, a distance of 717.72 feet to a point of curvature; thence,
- 3) Along the arc of a circle curving to the left, having a radius of 1,101.28 feet, crossing the Ithan Avenue Right-of-Way, an arc length of 867.83 feet, said arc subtended by a chord having a bearing of North 51 degrees 43 minutes 30 seconds West, and distance of 845.55 feet to a point of tangency; thence,
- 4) North 74 degrees 18 minutes West, a distance of 185.00 feet to a point on the southwesterly line of lands granted and conveyed unto the Augustinian College of Villa Nova, now commonly referred to as Villanova University, in Deed Book F-14, Page 392; thence, along said line,



- 5) North 24 degrees 06 minutes West, a distance of 111.94 feet to a point for corner within the SEPTA R-100 Right-of-Way herein described, at the intersection with the extended line common with other lands of Villanova University; thence, along said extended line,
- 6) North 19 degrees 02 minutes East, a distance of 4.01 feet to a point at the first mentioned intersection with the northeasterly SEPTA R-100 Right-of-Way line; thence, along said Right-of-Way line the following three (3) courses and distances,
- 7) South 74 degrees 18 minutes East, a distance of 256.42 feet to a point of curvature; thence,
- 8) Along the arc of a circle curving to the right, having a radius of 1,191.28 feet, re-crossing the Ithan Avenue Right-of-Way, an arc length of 938.75 feet, said arc subtended by a chord having a bearing of South 51 degrees 43 minutes 30 seconds East, and distance of 914.65 feet to a point of tangency; thence,
- 9) South 29 degrees 09 minutes East, a distance of 727.02 feet to the first mentioned POINT AND PLACE OF BEGINNING.

CONTAINING within said bounds 3.818 acres, more or less.

ALSO ALL THAT CERTAIN lot or piece of ground SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania bounded and described as follows to wit.

BEGINNING AT A POINT on the southerly Right-of-Way line at its intersection with the dividing line between the lands formerly of Villa Nova College and the lands formerly of Joseph M. Dohan and Frank B. Rhodes; thence, along the southerly Right-of-Way line the following two (2) courses and distances,

- 1) South 73 degrees 24 minutes East 186.4 feet to a point; thence,
- 2) By a curve to the right having a radius of 1,101.28 feet a distance of 115 feet to a point; thence,
- 3) By land formerly of Villa Nova College the following two (2) courses and distances,
- 4) North 87 degrees 22 minutes West 161.6 feet to a point; thence,



- 5) South 16 degrees 36 minutes West 127.9 feet to a point in St. Thomas Road, said point being 7.2 feet from the center line of said road; thence,
- 6) Along the dividing line between the lands formerly of Villa Nova College and the lands formerly of Dohan and Rhodes, North 23 degrees 9 minutes 30 seconds West 62.75 feet to a point; thence,
- 7) By land formerly of Villa Nova College the following two (2) courses and distances,
- 8) North 16 degrees 36 minutes East 74.54 feet to a point; thence,
- 9) North 73 degrees 24 minutes West 62.2 feet to a point; thence,
- 10) Along the dividing line between the lands formerly of Villa Nova College and the lands formerly of Dohan and Rhodes, North 23 degrees 9 minutes 30 seconds West 65.55 feet to the POINT OF BEGINNING.

BEING more particularly bounded and described as follows according to a certain plan entitled "Boundary Consolidation Plan, Lands N/F Villanova University, South Campus, Aldwyn Triangle, Main Lot and Pike Lot," prepared by Nave Newell, Inc., dated January 26, 2015, as follows to wit:

COMMENCING at a Point, said point being on the title line in the bed of Lancaster Avenue (SR 0030 – width varies), said point being on the extended line common with various lots along the northwesterly line of "Plan Showing Property To Be Developed By The Townsend B. Young, Co.," dated March 17, 1939, and last revised October 9, 1941, and lands herein described; thence, along said common line,

- a) South 66 degrees 24 minutes West, a distance of 666.93 feet to an angle point in same; thence, continuing along said lots, crossing the SEPTA R-100 Right-of-Way (90 feet wide - lands formerly of the Philadelphia and Western Railway Co. as excepted in deed book F-14 page 392), and continuing along various lots along the northwesterly line of "Plan of Property of The Townsend B. Young, Co.," dated July 14, 1941, and last revised January 6, 1943,

- b) South 66 degrees 45 minutes West, a distance of 1,193.20 feet to a point for corner; thence, along the northeasterly line of various lots within Block 24 and Block 31,
- c) North 23 degrees 38 minutes West, a distance of 818.80 feet to a point for corner on the title line in the bed of Ithan Avenue (width varies); thence, along the title line in the bed of Ithan Avenue (width varies),
- d) North 66 degrees 26 minutes East, a distance of 436.10 feet to a point on the said title line, at the intersection with the extended northeasterly side of Aldwyn Lane (40 feet wide); thence, along said side of Aldwyn Lane,
- e) North 24 degrees 06 minutes West, crossing the northwesterly line of Ithan Avenue, a distance of 529.01 feet to a point for corner common with lands N/F SEPTA (lands formerly of the Philadelphia and Western Railway Co. as excepted in deed book F-14 page 392), to the Point and Place of Beginning,

And running; thence, along an extension of the said northeasterly side of Aldwyn Lane,

- 1) North 24 degrees 06 minutes West, a distance of 62.70 feet to a point at the intersection with the common line with other lands N/F Villanova University; thence, along said line common with Villanova University the following three (3) courses and distances,
- 2) North 15 degrees 42 minutes East, a distance of 73.31 feet to a point; thence,
- 3) North 74 degrees 18 minutes West, a distance of 61.08 feet to a point; thence,
- 4) North 24 degrees 06 minutes West, a distance of 65.24 feet to a point at the intersection with the with the southwesterly Right-of-Way line of the SEPTA R-100 Right-of-Way (90 feet wide - lands formerly of the Philadelphia and Western Railway Co. as excepted in deed book F-14 page 392); thence, along said SEPTA R-100 Right-of-Way line the following two (2) courses and distances,
- 5) South 74 degrees 18 minutes East, a distance of 185.00 feet to a point of curvature; thence,



- 6) Along the arc of a circle curving to the right, having a radius of 1,101.28 feet, an arc length of 115.00 feet, said arc subtended by a chord having a bearing of South 71 degrees 18 minutes 31 seconds East, and distance of 114.95 feet to a point; thence, leaving said Right-of-Way line, and along lands N/F Villanova University the following two (2) courses and distances,
- 7) North 88 degrees 16 minutes West, a distance of 161.60 feet to a point; thence,
- 8) South 15 degrees 42 minutes West, a distance of 126.59 feet to the first mentioned POINT AND PLACE OF BEGINNING.

CONTAINING within said bounds 0.317 acres, more or less.

Being known as Block 24 Unit 33 on the tax map of Radnor Township, Delaware County, Pennsylvania,

CONTAINING within said bounds in net area 46.98 acres, more or less.

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Nave Newell No. 2011-005.08

**DESCRIPTION OF PROPERTY**  
**LANDS N/F VILLANOVA UNIVERSITY**  
**CONSOLIDATED WEST LANCASTER AVENUE LOTS**  
**RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or parcel of land situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a certain plan entitled "Consolidation Plan, Lands N/F Villanova University, West Lancaster Lots," prepared by Nave Newell, Inc., dated April 9, 2015, as follows to wit:

BEGINNING AT A POINT on the title line in the bed of Lancaster Avenue (SR 0030 – width varies), said point being at intersection with the line common with Block 24 Unit 55, other lands N/F Villanova University, and lands herein described; thence, along said title line,

- 1) South 69 degrees 45 minutes 30 seconds East, a distance of 1,053.24 feet to a point at the intersection with the line common with other lands N/F Villanova University and lands herein described; thence, along said common line,
- 2) South 19 degrees 58 minutes 25 seconds West, crossing the existing southerly PennDOT Right-of-Way line, a distance of 317.03 feet to a point for corner on the northerly Right-of-Way line of the SEPTA R-100 Norristown Speed Line (lands formerly of the Philadelphia and Western Railway Co.); thence, along said Right-of-Way line,
- 3) North 73 degrees 24 minutes West, a distance of 1056.85 feet to a point for corner common with the first mentioned other lands N/F Villanova University; thence, along a line common with other lands N/F Villanova University,
- 4) North 20 degrees 14 minutes 30 seconds East, re-crossing the existing southerly PennDOT Right-of-Way line, a distance of 384.16 feet to the first mentioned POINT AND PLACE OF BEGINNING.

CONTAINING within said bounds 8.483 acres, more or less.



BEING consolidated parcels 2A, 2B, 2D, 2G and 2H, lands N/F Villanova University, recorded in the Office for the Recording of Deeds in and for the County of Delaware at Media in deed book 2162 page 347, deed book 2174 page 905, deed book 1826 page 2383, deed book 1956 page 226, and deed book 1943 page 394.

Date: \_\_\_\_\_

\_\_\_\_\_  
James S. Conlow  
Professional Land Surveyor  
Pennsylvania License No. SU-054773-E

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This Smeatment made the eighth day of April in the year of our lord one thousand  
 nine hundred and eleven (1911) between the County of Summit and the State of  
 New York, in witness whereof the County Clerk and the County Clerk  
 have signed their names and their offices and the seal of the County of  
 Summit, at the City of New York, on the eighth day of April, 1911.

---

In witness whereof, the County Clerk of the County of Summit, has signed  
 his name and his office and the seal of the County of Summit, at the  
 City of New York, on the eighth day of April, 1911.

---

In witness whereof, the County Clerk of the County of Summit, has signed  
 his name and his office and the seal of the County of Summit, at the  
 City of New York, on the eighth day of April, 1911.

247  
 24  
 24

14





# DEED - 1956

26

824 Lancaster

3600 02390-00

This Indenture, Made the first day of February in the year of our Lord one thousand nine hundred and SIXTY ( 1960 ) BETWEEN CAROLINE A. WALTER

GOETZE and GIRARD TRUST CORP EXCHANGE BANK, Trustees under the Will of Christian J. Walter, deceased, hereinafter called the GRANTOR of the first part

AND

VILLANOVA PROPERTY, a corporation organized and existing under and by virtue of the laws of Pennsylvania, hereinafter called the GRANTEE

of the other part Witnesseth, That the said Grantors

for and in consideration of the sum of THIRTY-THREE THOUSAND FIVE HUNDRED (\$33,500) DOLLARS

lawful money of the United States of America, unto them well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents do bargain, sell, alien, convey, release and confirm unto the said Grantee, its successors

**Expressed Assizes**

ALL THOSE TWO CERTAIN lots or pieces of ground with the buildings and improvements thereon erected, Situate at Villa Nova, in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a Survey and Plan thereof made by Milton R. Yerkes, Civil Engineer, on May 17, 1924, as follows, to wit:

BEGINNING at a point in the middle line of Lancaster Avenue at the distance of Six Hundred twenty eight feet and seventy four one-hundredths feet Southeastward from the intersection in the middle lines of Lancaster Avenue and Spring Mill Road; thence extending along the middle line of Lancaster Avenue South sixty nine degrees, forty five minutes, thirty seconds East, one hundred feet; thence extending South twenty degrees, fourteen minutes, thirty seconds West, three hundred sixty five feet and fifty three one-hundredths feet; thence by land of the Philadelphia and Western Railway Company North seventy three degrees, twenty four minutes West, one hundred feet and twenty one one-hundredths feet; thence North twenty degrees, fourteen minutes, thirty seconds East, three hundred seventy one feet and ninety one one-hundredths feet to the first mentioned point and place of beginning.

ALSO BEGINNING at a point in the middle of Lancaster Avenue at the distance of Seven hundred twenty eight feet and seventy four one-hundredths feet Southeastward from the intersection of the middle lines of Lancaster Avenue and Spring Mill Road; thence extending along the middle lines of Lancaster Avenue South sixty nine degrees, forty five minutes, thirty seconds East, one hundred feet; thence South twenty degrees, fourteen minutes, thirty seconds West, three hundred fifty nine feet and fifteen one-hundredths feet; thence by land of the Philadelphia and Western Railway Company North seventy three degrees, twenty four minutes West, one hundred feet and twenty one one-hundredths feet; thence North twenty degrees, fourteen minutes, thirty seconds East, three hundred sixty five feet and fifty three one-hundredths feet to the first mentioned point and place of beginning. BEING known as #224

East Lancaster Avenue, Villa Nova.

BEING the same premises, which John Weigel and Charles W. Clemens, Trading as Meritt Construction Company and John Weigel and Wilhelmina A., his wife, and Charles Clemens and Ellis Irene, his wife, by Indenture bearing date the twenty-seventh day of July A.D. 1926, and recorded as Map in the office for the Recording of Deeds, in and for the County of Delaware on the Eleventh day of August A.D. 1926 in Book No. 300 610-1, granted and conveyed unto Christian J. Walter, in fee.

AND BEING the same certain lot or piece of land, Situate at Villa Nova, in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, May 17, 1924, as follows, to wit:

BEGINNING at a point in the middle of Lancaster Avenue at the distance of Five hundred twenty eight feet and seventy four one-hundredths feet Southeastward from the intersection of the middle lines of Lancaster Avenue and Spring Mill Road; thence along the middle line of Lancaster Avenue, South sixty nine degrees, forty five minutes, thirty seconds East, one hundred feet; thence South twenty degrees, fourteen minutes, thirty seconds West, three hundred seventy one feet and ninety one one-hundredths feet; thence by land of the Philadelphia and Western Railway Company North seventy three degrees, twenty four minutes West, one hundred feet and twenty one one-hundredths feet; and thence North twenty degrees, fourteen minutes, thirty seconds East, three hundred seventy one feet and twenty nine one-hundredths feet to the place of beginning. BEING known as Lot No. 5 Lancaster Avenue.



# DEED - 1956

327

BYND the same premises which The Rye Trust Company, Pennsylvania corporation, by indenture bearing date the 22nd day of June A.D., 1944 and recorded at Media in the Office as aforesaid on the 5th day of July A.D., 1944 in Deed Book No. 1245 page 534 etc., granted and conveyed unto the said Christian J. Walther, in fee.

AND the said Christian J. Walther, being so thereof seized departed this life on or about the 14th day of February A.D., 1953 leaving a Will dated the 15th day of March A.D. 1941 with Codicils thereto duly proved and registered in the Office for the Register of Wills of Delaware County in Will Book No. 110 page 283 etc., wherein he appointed Corn Exchange National Bank and Trust Company, Philadelphia, Bertha L. Walther and Caroline A. Walther Goetze, Executors and Trustees the latter, with full power of sale. And pursuant to Articles of Merger filed in the Office of the Secretary of the Commonwealth of Pennsylvania, effective June 15th, 1951, The Corn Exchange National Bank and Trust Company was merged into Girard Trust Corn Exchange Bank.

AND the said Bertha L. Walther departed this life on February 15th, 1953 and letters of Testamentary were granted unto the said Girard Trust Corn Exchange Bank and Caroline A. Walther Goetze on March 8th, 1953.

AND pursuant to an executory deed filed in the Orphans' Court of Delaware County by the above named Executrix on May 2nd, 1955 the same was adjudicated by adjudication filed October 26th, 1955 and granted absolutely on October 26th, 1955, said a Schedule of Distribution filed on January 1st, 1956 in which the residuary described premises were awarded to Caroline A. Walther Goetze and Girard Trust Corn Exchange Bank, Trustees under the Will of Christian J. Walther, deceased, a certified copy of said award is recorded at Media in the Office of the Recorder of Deeds on the 23rd day of January A.D. 1956 in Deed Book No. 1785 page 474.

EXCEPTING THEREOUT that portion of the same described premises, situated and designated into the records of the Department of Highways as Route No. 142-17, the property being situated between Stations 174 plus 50 and 172 plus 28 on the right side of center line of road, approximately the bounded seventy-four feet by eight feet which plan is recorded at Media, Delaware County, Pennsylvania.

THE STATE STAMPS APPLIED HERETO REPRESENT THE P.M. CONSIDERATION INCLUDING LISTS AND ENCUMBRANCES. THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

Horace Entziken  
RADMOR TOWNSHIP  
TRANSFER TAX  
PAID  
Albert H. Swing  
Recording Treasurer  
J. D.  
Twp.-Boro-Transfer tax paid  
in the amount of \$335.00  
THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA  
per Horace Entziken  
Commonwealth of Penna. Stamps \$36.85  
\$335.00

Together with all and singular the buildings, Streets, Alleys, Passages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever therunto belonging, or in any wise appertaining, and the Reversions, Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of them, the said Grantors in law, equity or otherwise hereafter, of, in and to the same and every part thereof.

To have and to hold the said lots or pieces of ground more particularly described, Hereditaments and Profits hereby granted or mentioned and intended as to be.

With the Appurtenances, whatsoever unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors

AND Assigns forever UNOER and SUBJECT to restrictions as now of record.

# DEED - 1943

page 394

## This Indenture,

Made the 21ST day of AUGUST  
in the year of our Lord one thousand nine hundred and FIFTY-NINE (1959)  
BETWEEN DAVID L.MC KECHNIE  
D EILEEN R.MC KECHNIE, HIS WIFE. (HEREINAFTER CALLED THE GRANTORS)

of the one part  
and  
LANOVA UNIVERSITY, IN THE STATE OF PENNSYLVANIA (HEREINAFTER CALLED THE GRANTEE)

Witnesseth, That the said grantors, for and in consideration of the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) lawful money of the United States of America, unto THEM well and truly paid by the said grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, HAVE granted, bargained and sold, released and confirmed, and by these presents DO grant, bargain and sell, release and confirm unto the said grantee, ITS SUCCESSORS and Assigns,

ALL THAT CERTAIN TRACT OR PIECE OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE IN VILLANOVA, IN THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A SURVEY AND PLAN THEREOF MADE BY MILTON BERKES, CIVIL ENGINEER, DATED MAY 17TH, 1924 AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE MIDDLE LINE OF LANCASTER AVENUE AT THE DISTANCE OF FOUR HUNDRED TWENTY EIGHT FEET AND SEVENTY FOUR ONE-HUNDREDTHS FEET SOUTHEASTWARDLY FROM THE INTERSECTION OF THE MIDDLE LINES OF LANCASTER AVENUE AND SPRING MILL ROAD; THENCE ALONG THE MIDDLE OF LANCASTER AVENUE, SOUTH SIXTY NINE DEGREES, FORTY FIVE MINUTES, THIRTY SECONDS TO ONE HUNDRED FEET; THENCE SOUTH TWENTY DEGREES, FOURTEEN MINUTES, THIRTY SECONDS WEST, THREE HUNDRED SEVENTY EIGHT FEET AND TWENTY NINE ONE-HUNDREDTHS FEET; THENCE ALONG LAND OF THE PHILADELPHIA AND WESTERN RAILWAY COMPANY, NORTH SEVENTY THREE DEGREES, TWENTY FOUR MINUTES, ONE HUNDRED FEET AND TWENTY ONE ONE-HUNDREDTHS FEET; THENCE NORTH TWENTY DEGREES, FOURTY ONE MINUTE, THIRTY SECONDS EAST, THREE HUNDRED EIGHTY FOUR FEET AND SIXTY SEVEN ONE-HUNDREDTHS FEET. BEING THE SAME PREMISES WHICH JOSEPH PANCOAST REATH AND SARAH ANN MITCHELL, HIS WIFE, BY INSTRUMENT BEARING DATE THE 10TH DAY OF JANUARY, 1952 AND RECORDED AT MEDIA IN THE OFFICE FOR RECORDING OF DEEDS, IN AND FOR THE COUNTY OF DELAWARE ON THE 11TH DAY OF JANUARY 1952 RECORDED BOOK NO. 3596 PAGE 114, ETC., GRANTED AND CONVEYED UNTO DAVID L.MC KECHNIE AND EILEEN R.MC KECHNIE, HIS WIFE, IN FEE. AND SUBJECT TO CERTAIN COVENANTS, EASEMENTS, RIGHTS AND RESTRICTIONS NOW OF RECORD.

STAMP-DUTY TAX PAID IN THE  
AMOUNT OF \$280.00

THE TITLE INSURANCE CORPORATION OF  
PENNSYLVANIA PER W.M. PARKS...

STATE STAMPS AFFIXED HERETO REPRESENT THE FULL CONSIDERATION  
SUFFICIENT TO SATISFY ALL TAXES, LIENS AND ENCUMBRANCES.  
W.M. PARKS,  
THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

NEED TOWNSHIP  
TRANSFER TAX  
PAID TO  
BERT H. SWING  
J.A.O.

428.74  
S 69° 45' 30" E 100'  
E 20° 14' 30" W 378.29  
N 73° 24' W 100.21'  
N 20° 14' 30" E 294.11

W.M. PARKS  
B12 and 824  
LOWMEYER

# DEED 2162

Monmouth 36-04-0240-10

FILE SIMPLE DEED No. 733

Printed for and Sold by John C. Clark Co., 1404 N. Broad Street, Phila.

## This Indenture

Made the 18<sup>th</sup> day of November in the year of our Lord one thousand nine hundred and sixty-three (1963),  
BETWEEN, JOSEPH E. KOESSLINGER and GLADYS E. KOESSLINGER, his wife of the City of Philadelphia and State of Pennsylvania, straw party

(Hereinafter called the Grantees ), of the one part, and  
VILLANOWA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit educational corporation duly incorporated under the laws of the State of Pennsylvania,

(hereinafter called the Grantee-), of the other part,  
Witnesseth, That the said Grantees for and in consideration of the sum of ONE DOLLAR

lawful money of the United States of America, unto them well and truly paid by the said Grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee its successors and assigns,

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, as of July 13, 1913, as follows, to wit:

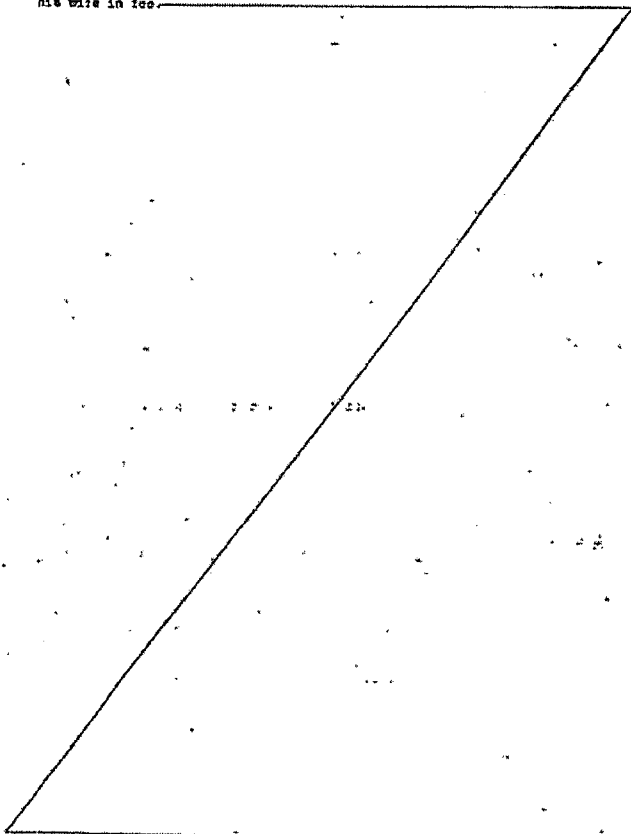
BEGINNING at a point in the middle of Lancaster Avenue, at the distance of Twenty-five feet Eastwardly from a spike in the middle of Lancaster Avenue, a corner of this and land now or late of Oglesby Paul; thence along the middle line of Lancaster Avenue by land now or late of the Augustinian College of Villanova in the State of Pennsylvania, South sixty-nine degrees, forty-five minutes, thirty seconds East, Two Hundred Thirty-seven feet; thence partly by land now or late of Homestead Real Estate Company and partly by land of the Philadelphia and Western Railway Company, South nineteen degrees, fifty-eight minutes, thirty seconds West, Three Hundred Seventeen and five-tenths feet; thence by land of said Railway Company, North seventy-three degrees, twenty-four minutes West Two Hundred Thirty-eight and ninety-five one-hundredths feet; and thence by Land now or late of Daley Cox Wright, North twenty degrees, fourteen minutes, thirty seconds East, Three Hundred Thirty-two and sixty-eight one-hundredths feet to the place of beginning.

2162 0347

# DEED 2162

CONTAINING 1.775 Acres.

BEING numbered and known as 844 East Lancaster Avenue. \_\_\_\_\_  
BEING the same premises which Norman J. Shea, Jr. and Anna C. Shea, executors under the will of Norman J. Shea Deceased, et al, by Indenture bearing even date herewith and intended to be forthwith recorded, immediately before this Indenture, in the Office for the Recording of Deeds &c., in and for the County of Delaware in Deed Book No. \_\_\_\_\_ page \_\_\_\_\_, granted and conveyed unto the said Joseph E. Kosselinger and Gladys E. Kosselinger, his wife in fee.



BOOK 2162 PAGE 348

# DEED 2174

THE SIMPLE DEED No. 721

Printed for and sold by John G. Clark Co., 140 S. Pine Square, Phila.

## This Indenture

Made the 5<sup>th</sup> day of May in the year of our Lord one thousand nine hundred and sixty-four (1964).

BETWEEN, WILLIAM E. HICKS and ROSAMUND S. HICKS, his wife, of Villanova, Pennsylvania

(hereinafter called the Grantors), of the one part, and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit educational corporation duly incorporated under the laws of the Commonwealth of Pennsylvania

(hereinafter called the Grantee), of the other part, **Witnesseth**, That the said Grantors — for and in consideration of the sum of EIGHTY-SEVEN THOUSAND DOLLARS

lawful money of the United States of America, unto — them — well and truly paid by the said Grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have — granted, bargained and sold, released and confirmed, and by these presents — do — grant, bargain and sell, release and confirm unto the said Grantee its successors — and assigns,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE at Villanova, in the Township of Haddon, County of Delaware and State of Pennsylvania, and bounded and described as follows, to — wit

BEGINNING at a point in the middle line of Lancaster Avenue at the distance of One Thousand Twenty-eight feet and seventy-four one-hundredths feet, South sixty-nine degrees, forty-five minutes, thirty seconds East from the intersection of the middle line of Lancaster Avenue and Spring Mill Road; thence along the middle line of Lancaster Avenue South sixty-nine degrees, forty-five minutes, thirty seconds East, Two Hundred Fifteen feet and fifty-three one-hundredths feet more or less to a point in line of lot lands formerly of Daisy Cox Wright; thence along said other lands, South twenty degrees, fourteen minutes, thirty seconds East, Three Hundred Thirty-two feet and sixty-eight one-hundredths feet to a point in line of lands of the Philadelphia and Western Railway Company; thence along said lands, North seventy-three degrees, twenty-four minutes West Two Hundred Fifteen feet and ninety-three one-hundredths feet to a point, a corner of lands now or late of Wallace and Warner; thence along said lands, North twenty degrees, fourteen minutes, thirty seconds East, Three Hundred Forty-six feet and thirty-nine one-hundredths feet to the place of beginning.

BEING the same premises which the Deane Title and Trust Company, et al, Trustees, etc., et al by Indenture bearing date the first day of September, A. D., 1953 and recorded at Media, Pennsylvania in the Office for the Recording of Deeds, in and for the County of Delaware on the Twenty-seventh day of October, A. D. 1953 in Deed Book No. 1677 page 194 &c. BOOK 2174 PAGE 905

map to 844 Lancaster

1028.74 S69°45'30"E  
215.13 S69°45'30"E  
232.68 S23°14'35"W  
215.93 N11°39'13"W  
346.70 N20°11'31"E

6-1157-14

Book 1826, Page 2383

COMMONWEALTH OF DELAWARE  
For Simple/Troubled Trust

REC  
GU  
GR  
S

002 13031MB

# This Indenture

Made this 22<sup>nd</sup> day of January 1998

Between ELLEN SORET JOHNSON, JACQUES SORET AND ROBERT SORET

(hereinafter called the Grantors ),

VILLANOVA UNIVERSITY

(hereinafter called the Grantee ),

**Witnesseth** That the said Grantor for and in consideration of the sum of Seven hundred Thirteen (\$713,000.00) Dollars lawful money of the United States of America, unto THEM well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, HAVE granted, bargained and sold, released and confirmed, and by these presents DO grant, bargain and sell, release and confirm unto the said Grantee, ITS SUCCESSORS and assigns,

D213031MB

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, situate at Villanova, in the township of Radnor, County of Delaware, and State of Pennsylvania, bounded and described according to a Survey and Plan thereof made by Milton R. Yerkes, Civil Engineer, as of May 17, 1971, as follows, to wit:

BEGINNING at a point in the middle line of Lancaster Avenue at the distance of 828.74 feet Southeastwardly from the intersection of the middle lines of Lancaster Avenue and Spring Mill Road; thence along the middle line of Lancaster Avenue, South 69 degrees, 45 minutes, 30 seconds East, 100 feet; thence South 20 degrees, 14 minutes, 30 seconds West, 359.15 feet; thence along the land of the Philadelphia and Western Railway Company, North 73 degrees, 24 minutes, West, 100.21 feet; and thence North 20 degrees, 14 minutes, 30 seconds East, 359.15 feet, EXCEPTING THEREOUT the portion taken by the State Highway Department.

828.74'

BEING Folio #36-04-02401-00. 36-04-02401-00 826 Lancaster Ave

BEING the same premises which Renee Soret Devel, individually and as Executrix of the Estate of Renee Soret, deceased, Ellen Soret Johnson, Jacques Soret, and Robert Soret by Deed dated June 12, 1991 and recorded in Delaware County, in Volume 1991 page 495 conveyed unto Ellen Soret Johnson, Jacques Soret, and Robert Soret, as tenants in common.

828.74 South end at

with 155 1/2' on  
S 69° 45' 30" E 100'  
S 20° 14' 30" W 359.15'  
N 73° 24' W 100.21'  
N 20° 14' 30" E 359.15'

VOL 1826 P 2383

EXECUTION DOCUMENT

AGREEMENT OF SALE  
BY AND BETWEEN  
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY  
AND  
VILLANOVA UNIVERSITY  
FOR THE TRANSFER OF OWNERSHIP OF  
SEPTA ACCESS DRIVE AND PARKING PARCEL, VILLANOVA,  
PENNSYLVANIA

SEPTA REGISTRY NO. 5153

THIS AGREEMENT ("Agreement" or "AGREEMENT") is made on this 22<sup>nd</sup> day of December, 2014, by and between Southeastern Pennsylvania Transportation Authority ("SEPTA" or "Seller" or "SELLER"), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10<sup>th</sup> Floor, Philadelphia, Pennsylvania 19107-3780, and Villanova University ("Buyer" or "BUYER"), a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania with its principal office located at 800 Lancaster Avenue, Villanova, Pennsylvania 19085 (each a "Party," collectively "Parties").

BACKGROUND

WHEREAS, on or about January 29, 1970, Seller acquired from Suburban Transportation Company, the parcel, along with any buildings and improvements erected thereon, ("Parcel"); and

WHEREAS, the deed for said acquisition was recorded at the Office of the Recorder of Deeds of Delaware County on or about January 29, 1970 at Deed Book 2362, Pages 1116 to 1200; and

WHEREAS, Buyer desires to buy from Seller a portion of the Parcel ("Property" or "PROPERTY"), which is more fully described on Attachment 1 attached hereto; and

WHEREAS, SEPTA agreed to sell the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and intending to be legally bound, the Parties hereto agree as follows.

1. The recitals and background above are hereby incorporated into the terms of the Agreement.
2. A drawing of the Property is attached hereto as Attachment 2. Attachment 2 is a drawing dated June 23, 2014 prepared by SEPTA and titled "SEPTA NHSL Villanova

## EXECUTION DOCUMENT

Station Land Sale to Villanova University for Dormitory Development.”

3. Subject to the terms and conditions of the Agreement, Seller hereby agrees to sell and convey to Buyer and Buyer hereby agrees to purchase from Seller the Property.

4. The purchase price for the Property shall be the sum of \$246,000.00 (“Purchase Price” or “PURCHASE PRICE”) which Buyer shall pay to Seller at Settlement (defined below). The Purchase Price shall be payable by title company check, certified check or wire transfer of immediately available funds.

5. Conveyance of the Property from Seller to Buyer shall be by quitclaim deed (“Deed”), which shall be drafted by Buyer at Buyer’s expense and duly executed by Seller in recordable and insurable form. The Parties further agree that they shall deliver to each other any instruments as may be reasonably necessary and in acceptable form to effectuate or confirm the transfer of the Property from Seller to Buyer.

6. The term “Settlement” means the transaction contemplated hereby at which all documents, including, but not limited to, the Deed, are executed and delivered for recording and Buyer pays the Purchase Price to Seller. The Settlement shall be held after the Board of SEPTA adopts the resolution that authorizes SEPTA to transfer the Property to Buyer. The Settlement shall occur no later than one year from the date on which the conditions precedent set forth in Section 9 are satisfied or waived, unless the Parties otherwise agree to an extension in writing. Immediately upon execution of the Agreement of Sale, Buyer agrees to place in escrow the sum of \$131,000.00, which accounts for the Purchase Price less the one-time lump sum payment of \$115,000.00, which is consideration for the easements that Buyer is granting Seller under the Easement Agreement defined in Section 9.c hereof. The escrow shall be held by Northeast Executive Abstract Agency, Inc., which has an address of 8725 Frankford Avenue, Philadelphia, PA 19136. The aforementioned escrowed funds shall be released and paid to SEPTA at Settlement, when otherwise agreed to in writing by both Parties or by Order of Court.

7. Buyer must pay the full transfer tax, if any. Seller shall not be responsible for any part or portion of the transfer tax applicable to the transfer or sale of the Property. (Seller is exempt from any and all taxes within the Commonwealth of Pennsylvania pursuant to Act 26 of 1991, as amended by Act 3 of 1994.) Water and sewer fees are to be apportioned as of the date of Settlement.

8. Buyer acknowledges that the exemption from real estate taxes on the Property ends with transfer of ownership and that thereafter Buyer shall be responsible for any and all real estate taxes that accrue after Settlement.

9. The obligation of Buyer and Seller to complete the Settlement hereunder shall be subject to the following conditions and should said conditions not be satisfied or waived within one year of the date of execution of the Agreement, unless the Parties otherwise agree



## EXECUTION DOCUMENT

to an extension in writing, the Agreement shall terminate and be declared null and void:

a. The authorization of this transaction by the Board of the Seller. It is agreed and understood by the Parties that the Board of the Seller has authorized this transaction prior to the execution of the Agreement; and

b. The approval, if necessary, by all applicable regulatory agencies including, but not limited to, agencies that provided funds to Seller for the purchase or improvement of any portion of the Property. It is agreed and understood by the Parties that the approval by all applicable regulatory agencies including, but not limited to, agencies that provided funds to Seller for the purchase or improvement of any portion of the Property is not necessary; and

c. Buyer shall enter into an easement agreement with Seller in a form substantially similar to the document that is attached hereto as Attachment 3 ("Easement Agreement"); and

d. Buyer shall obtain, at Buyer's sole cost and expense, from the duly constituted appropriate local governmental authority, such final unappealable subdivision approval as may be required to permit the conveyance of the Property. Buyer shall submit the necessary application and plans for such subdivision as may be required by the local authority. Seller shall reasonably cooperate with Buyer in Buyer's attempts to satisfy this contingency, including, at Buyer's request and expense, joining any and all applications for subdivision approval as necessary to allow Buyer to satisfy this contingency.

10. Buyer, to the extent permitted by law, waives any claims against Seller for any environmental, soil and/or ground water conditions of the Property and any environmental or hazardous waste contamination or conditions related thereto, and any necessary or required remediation thereto, including the cost for such remediation. Buyer understands and acknowledges that Seller makes no representations or warranties regarding the environmental conditions of the Property.

11. Buyer shall pay, in addition to the Purchase Price and other fees mentioned in the Agreement, the following:

- and
- a. The premium for title search and fee for cancellation of same, if any;
  - b. Appraisal fees; and
  - c. Fees for other services that Buyer desires or its mortgagee requires; and
  - d. Settlement costs and accruals attributable normally to a buyer; and
  - e. All surveys; and

EXECUTION DOCUMENT

- f. The recording fee for the Deed and any mortgage; and
- g. All fees related to the drafting of legal descriptions of the Property; and
- h. All subdivisions costs.

12. It is understood that Buyer has inspected the Property or hereby waives the right to do so, and that Buyer has not relied upon any representation made by Seller.

13. The Agreement shall be binding upon the respective heirs, executors, administrators and successors, as applicable, and, to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that neither party shall transfer or assign the Agreement without the written consent of Seller being first had and obtained.

14. SELLER AND BUYER AGREE THAT THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT POSSESSION OF THE PROPERTY AT SETTLEMENT "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE AND THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL OR OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY. BUYER SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT, BUYER IS NOT RELYING UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION THE CONDITION OR SAFETY OF THE PROPERTY OR ANY IMPROVEMENTS THEREON. BUYER AGREES THAT THERE IS NO OBLIGATION ON THE PART OF SELLER TO MAKE ANY CHANGES, ALTERATIONS, OR REPAIRS TO THE PROPERTY.

15. The Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever concerning this sale. Furthermore, the Agreement shall not be altered, amended, changed, or modified except in writing executed by the Parties hereto.

16. Any notices required to be given in connection with the Agreement shall be made in writing, and shall be sent by facsimile or United States Postal Service, commercial overnight delivery or be hand-delivered to the pertinent address listed below.

EXECUTION DOCUMENT

If to Seller: General Counsel  
Southeastern Pennsylvania Transportation Authority  
1234 Market Street, 5<sup>th</sup> Floor  
Philadelphia, PA 19107-3780  
Fax #: 215-580-7078

If to Buyer: Robert Morro, Associate Vice President  
Villanova University  
800 Lancaster Avenue  
Villanova, PA 19085  
Fax #: 610-519-6903

Notices shall be effective upon the date of delivery or refusal of delivery.

17. Buyer acknowledges that Seller shall incorporate into the Deed the following language:

a. Buyer for itself, its successor corporation(s), personal representatives, successors in interest and assigns as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated in or on the Property for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Buyer shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 of the Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

b. Buyer for itself, its successor corporation(s), personal representatives, successors in interest and assigns as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land (1) that no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the Property and the furnishing of services thereon or therein, no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination, (3) that Buyer shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted

EXECUTION DOCUMENT

Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

18. All matters or claims arising out of, related to, or in connection with the Agreement or the relationship between the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with the Agreement or relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts that are located in Delaware County, Pennsylvania, irrespective of any procedural rules or laws related to venue and *forum non conveniens*, including but not limited to any choices Buyer may have under any such rules or law. Buyer hereby expressly consents to the jurisdiction of the state and federal courts that are located in Delaware County and hereby expressly and irrevocably waives any objection that Buyer may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in Delaware County and (ii) to any claim that such court is inconvenient or lacks personal jurisdiction over Buyer. Buyer represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Buyer. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by Buyer of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

19. Neither the Agreement nor a short form or memorandum thereof shall be recorded in the public records.

[Except for the page number, the remainder of the page is intentionally blank.]

EXECUTION DOCUMENT

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement by their duly authorized officers or representatives, as of the date first above written.

Southeastern Pennsylvania  
Transportation Authority, Seller

By: *Joseph M. Casey*  
Joseph M. Casey  
General Manager

Attest:

By: *Carol R. Looby* (Seal)  
Carol R. Looby  
Secretary

Villanova University, Buyer

By: *Kenneth G. Valosky*  
Kenneth G. Valosky  
Vice President of Administration and Finance

Attest:

By: *Debra F. Fickler* (Seal)  
Debra F. Fickler  
Vice President and General Counsel

Approved as to form

By: *Robin L. Seem*  
On behalf of Gino J. Benedetti, Esquire  
Office of the General Counsel  
of SEPTA

EXECUTION DOCUMENT

LEGAL DESCRIPTION

ATTACHMENT 1

# EXECUTION DOCUMENT

LEGAL DESCRIPTION  
SEPTA PROPERTY AT VILLANOVA TRAIN STATION  
ON THE NORRISTOWN HI-SPEED LINE  
RADNOR TOWNSHIP  
DELAWARE COUNTY  
COMMONWEALTH OF PENNSYLVANIA

All that certain tract or parcel of land situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, being more fully described as follows:

Beginning at a point in the northerly right-of-way line of SEPTA, said point being distant 45.00 feet from and at right angles to the center line of the former Philadelphia and Western Railway Company, at its intersection with the dividing line between the lands now or formerly of Villanova University and lands now or formerly of Margaret P. Kane as per the beginning point described in deed book S-12 page 443, recorded in the County Recorder's Office of Delaware County; thence

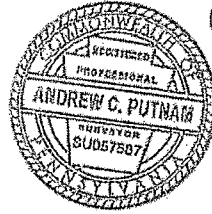
1. North 19 degrees 58 minutes 30 seconds East, 45.08 feet along the said dividing line to a point; thence
2. South 73 degrees 24 minutes East, 61.90 feet along a line parallel with and distant 45.00 feet at right angles from the said northerly right-of-way line of SEPTA to a point of curvature; thence
3. Northeastwardly along a curve to the left, having a radius of 60.00 feet, with a chord bearing of North 63 degrees 17 minutes 30 seconds East, a cord distance of 82.31 feet, an arc length of 90.70 feet to a point of tangency; thence
4. North 19 degrees 59 minutes East, 212.88 feet to a point in the center of Lancaster Avenue (SR30) (66' wide); thence
5. South 69 degrees 45 minutes 30 seconds East, 40.00 feet along the center of Lancaster Avenue to a point; thence
6. South 19 degrees 59 minutes West, 208.25 feet to a point of curvature; thence
7. Southeastwardly along a curve to the left, having a radius of 60.00 feet, with a chord bearing of South 26 degrees 42 minutes 30 seconds East, a cord distance of 87.32 feet, an arc length of 97.79 feet to a point of tangency; thence
8. South 73 degrees 24 minutes East, 186.40 feet along a line parallel with and distant 40.00 feet at right angles from the said northerly right-of-way line of SEPTA to a point; thence
9. South 63 degrees 31 minutes East, 130.00 feet to a point; thence
10. South 19 degrees 59 minutes West, 51.00 feet to a point in the curved northerly right-of-way line of SEPTA; thence

EXECUTION DOCUMENT

11. Northwestwardly along the curved northerly right-of-way line of SEPTA, on a curve to the left, having a radius of 1191.28 feet, with a chord bearing of North 68 degrees 37 minutes 13 seconds West, a chord distance of 281.27 feet, an arc distance of 281.93 feet to a point of tangency: thence

12. North 73 degrees 24 minutes West, 256.70 feet along the northerly right-of-way line of SEPTA to the point and place of beginning.

Containing 0.832 acres of land, more or less.

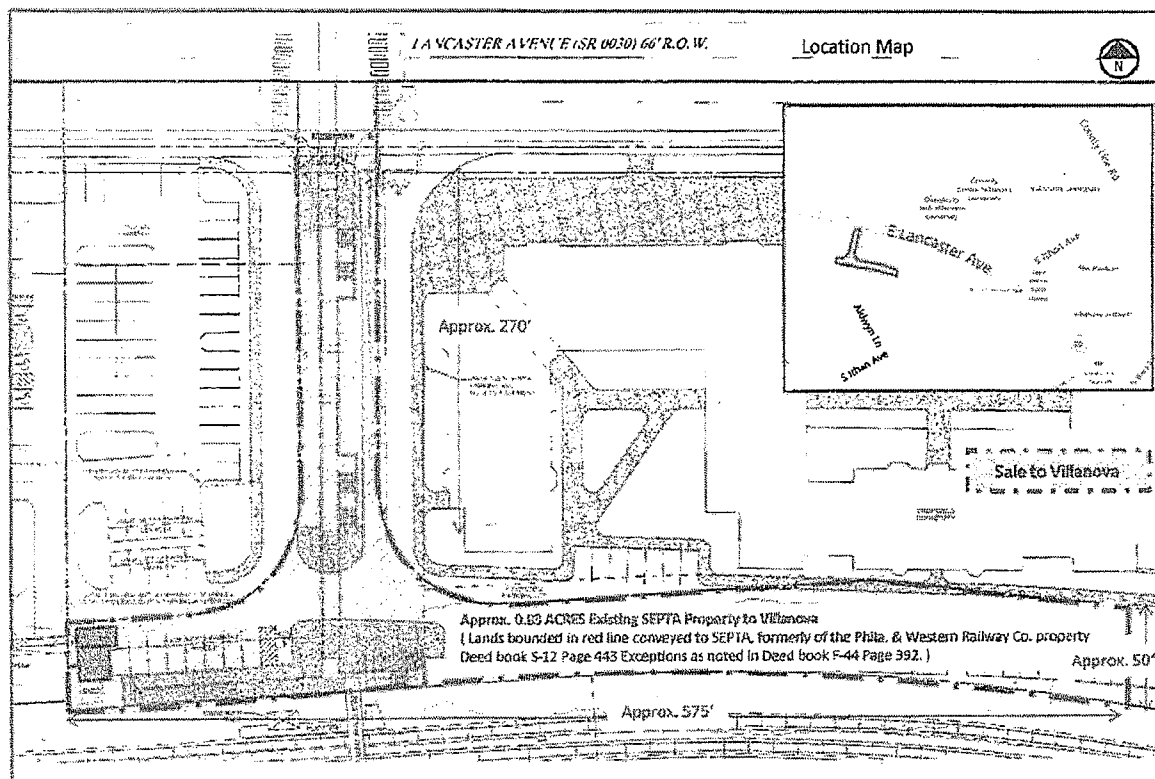




EXECUTION DOCUMENT

DRAWING OF PROPERTY

ATTACHMENT 2



Approx. 0.83 ACRES Existing SEPTA Property to Villanova  
(Lands bounded in red line conveyed to SEPTA, formerly of the Phila. & Western Railway Co. property  
Deed book S-12 Page 443 Exceptions as noted in Deed book F-44 Page 392.)

**SEPTA** Real Estate  
D. Doler 6/23/2014

SEPTA NHSL Villanova Station Land Sale to Villanova University for Dormitory Development

EXECUTION DOCUMENT

EASEMENT AGREEMENT

ATTACHMENT 3

EXECUTION DOCUMENT

Prepared By: Brittany K. Clark, Esquire and Joseph J. Devanney, Esquire

Return To: Director of Real Estate  
Southeastern Pennsylvania  
Transportation Authority  
1234 Market Street, 10<sup>th</sup> Floor  
Philadelphia, PA 19107-3780

Folio No. Part Of 36-04-02400-10

EASEMENT AGREEMENT BY AND BETWEEN  
VILLANOVA UNIVERSITY, GRANTOR, AND  
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY,  
GRANTEE

SEPTA REGISTRY NO. 5153

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Villanova University ("Grantor" or "Villanova"), a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania with its principal office located at 800 Lancaster Avenue, Villanova, Pennsylvania 19085, and Southeastern Pennsylvania Transportation Authority ("SEPTA" or "Grantee"), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10<sup>th</sup> Floor, Philadelphia, Pennsylvania 19107-3780 (each a "Party", both "Parties").

BACKGROUND

WHEREAS, Grantor is engaged in a dormitory development and access across Lancaster Avenue project ("Project"); and

WHEREAS, Grantor is the owner of property ("Property") that is adjacent to the Norristown High Speed Line, which is owned by SEPTA (the Property is shown on Attachment 1); and

WHEREAS, SEPTA is in need of access to SEPTA's Norristown High Speed Line as well as additional parking; and

## EXECUTION DOCUMENT

WHEREAS, SEPTA requested that Grantor grant to SEPTA permanent easements for access to SEPTA's Norristown High Speed Line as well as additional parking, and Grantor agreed to the request.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto do hereby covenant and agree as follows.

### GRANT OF EASEMENTS

1. The above recitals and background are hereby incorporated into the body of the Agreement.

2. Grantor hereby grants to SEPTA perpetual easements (individually "Easement," collectively "Easements") as shown on Attachment 1, attached hereto and incorporated into the Agreement. Attachment 1 is a drawing dated December 11, 2014 prepared by SEPTA and titled "EXHIBIT PLAN EASEMENT FOR SEPTA ACCESS." The Easements shall consist of four areas ("Area 1," "Area 2," "Area 3" and "Area 4," respectively). Area 1 is an exclusive Easement for 9 parking spaces and is marked "1" on Attachment 1. Area 2 is an exclusive Easement for a communications shed and one service parking space and is marked "2" on Attachment 1. Area 3 is an exclusive Easement for 10 parking spaces and is marked "3" on Attachment 1. Area 4 is a non-exclusive Easement for access from Lancaster Avenue to SEPTA's Norristown High Speed Line and is marked "4" on Attachment 1. A legal description of the Easements is attached hereto as Attachment 2.

3. SEPTA agrees to pay Grantor, upon the execution hereof, a one-time lump sum payment of \$115,000.00 as consideration for the Easements.

4. SEPTA shall comply with all federal, state, and local laws, and assume all costs and expenses and responsibility in connection therewith without any liability whatsoever on the part of Grantor.

5. a. SEPTA hereby agrees to defend, indemnify, and hold harmless Grantor, its successors, assigns, officers, agents, employees and invitees from all claims, demands, suits, actions, expenses or liability of any kind or nature whatsoever brought for or on account of injury to persons (including death) and damage to and loss of property that are caused by or arise out of SEPTA's use and occupancy of the Easements, and that are due to any act, omission, negligence or misconduct of SEPTA's officers, agents or employees. It is specifically not intended, however, that SEPTA releases, indemnifies or holds Grantor harmless for damages or injuries to persons (including death) caused by, arising out of or due to Grantor's own negligence or intentional misconduct. SEPTA shall also not be liable for indemnifying Grantor against claims by any officer, business partner, employee, agent, worker, contractor, subcontractor, consultant, invitee, or servant of Grantor, for claims for compensation or benefits payable to any extent by or for Grantor under any worker's or similar compensation acts or other employee acts, or that of its agents, employees,

EXECUTION DOCUMENT

contractors, successors or assigns.

b. Notwithstanding any other provision of the Agreement, SEPTA's obligations hereunder shall not exceed or be contrary to the immunities, limitations on damages and defenses available to SEPTA under the Sovereign Immunity Act of 1980 (42 Pa.C.S. § 8501 *et seq.*) and other law.

6. Every notice, approval, consent, demand or other communication required or permitted under the Agreement shall be deemed sufficiently given by one Party when received by the other Party after being sent by facsimile or postage prepaid by United States Postal Service certified or registered mail or by overnight courier addressed as follows:

If to SEPTA: Director of Real Estate  
Southeastern Pennsylvania  
Transportation Authority  
1234 Market Street, 10<sup>th</sup> Floor  
Philadelphia, PA 19107-3780

with a copy to: General Counsel  
Southeastern Pennsylvania  
Transportation Authority  
1234 Market Street, 5<sup>th</sup> Floor  
Philadelphia, PA 19107-3780  
Fax #: 215-580-7078

If to Grantor: Robert Morro, Associate Vice President  
Villanova University  
800 Lancaster Avenue  
Villanova, PA 19085  
Fax #: 610-519-6903

Either Party may change its address by notice given to the other.

7. The terms of the Agreement shall be binding and effective upon all the Parties hereto, and unless and until terminated, the Agreement and Easements shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

8. If any portion of any term or provision of the Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, 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 the Agreement shall be valid and be enforced to the fullest extent permitted by law.

## EXECUTION DOCUMENT

9. All matters or claims arising out of, related to, or in connection with the Agreement, Easements or the relationship between the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with the Agreement, the Easements or relationship between the Parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts that are located in Delaware County, Pennsylvania, irrespective of any procedural rules or laws related to venue and *forum non conveniens*, including but not limited to any choices that either Party may have under any such rules or law. The Parties hereby expressly consent to the jurisdiction of the state and federal courts that are located in Delaware County and hereby expressly and irrevocably waive any objection that the Parties may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in Delaware County and (ii) to any claim that such court is inconvenient or lacks personal jurisdiction over either Party. The Parties represent and acknowledge that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by either Party of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

10. a. During the term of the Easements, SEPTA for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on or within the Easements for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, SEPTA shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964; and as said regulations may be amended.

b. SEPTA for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land (1) that no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under the Easements and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination, and (3) that SEPTA shall use the Easements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21,

## EXECUTION DOCUMENT

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964; and as said regulations may be amended.

11. In the event of termination of the Easements, all the rights, title, obligations, and interest of SEPTA hereunder shall cease and terminate and the Agreement shall thereupon become and be null and void without any liability on the part of either Party to the other Party.

12. SEPTA shall promptly record the Agreement in the Office of the Recorder of Deeds of Delaware County at the sole cost and expense of SEPTA.

13. If SEPTA deems necessary, Grantor shall at Grantor's sole cost and expense pave, stripe and number the parking spaces subject to the Agreement within 60 days of SEPTA's written request therefor. SEPTA has the right at SEPTA's sole cost and expense to install signage on the Property as SEPTA deems appropriate to delineate the parking spaces as SEPTA spaces. Grantor shall at Grantor's sole cost and expense install lighting that has been previously approved in writing by SEPTA within 60 days of SEPTA's written request therefor and supply electricity at Grantor's sole cost and expense for said lighting.

14. Grantor shall be solely responsible at Grantor's sole cost and expense for the care and maintenance of the Easements. Grantor shall keep the Easements in reasonably good order and repair, ordinary wear or tear excepted. Grantor shall be solely responsible at Grantor's sole cost and expense to repair and maintain all paving, lighting, striping, and numbering. SEPTA shall be solely responsible at SEPTA's sole cost and expense to repair and maintain the parking signage. Grantor shall be solely responsible at Grantor's sole cost and expense for snow and ice removal on the Easements. Should Grantor fail to remove snow and ice from the Easements or do so in a manner that is unsatisfactory to SEPTA, SEPTA shall have the right to perform snow and ice removal.

[Except for the page number, the remainder of the page is intentionally blank.]



EXECUTION DOCUMENT

IN WITNESS WHEREOF, the said Parties hereto intending to be legally bound hereby have caused the Agreement to be duly executed and delivered as of the date first above written.

Villanova University, Grantor

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Southeastern Pennsylvania  
Transportation Authority, Grantee

Attest:

By: \_\_\_\_\_  
Joseph M. Casey  
General Manager

\_\_\_\_\_ (Seal)  
Carol R. Looby  
Secretary

Approved as to form

By: \_\_\_\_\_  
On Behalf of Gino J. Benedetti, Esquire  
Office of the General Counsel  
of SEPTA

EXECUTION DOCUMENT

DRAWING OF EASEMENTS

ATTACHMENT 1

- 1 -



EXECUTION DOCUMENT

LEGAL DESCRIPTION OF EASEMENTS

ATTACHMENT 2

# EXECUTION DOCUMENT



Nave Newell No. 2011-005.05

## DESCRIPTION OF PROPOSED EASEMENT FOR SEPTA ACCESS OVER LANDS N/F VILLANOVA UNIVERSITY TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract or parcel of land situate in the Township of Radnor, Delaware County, Commonwealth of Pennsylvania, being depicted as Proposed Easement for SEPTA Access on a plan entitled "Villanova University: SEPTA Lot Consolidation," dated November 12, 2014, prepared by Nave Newell, Inc. and being more particularly described as follows:

BEGINNING AT A POINT on the proposed southerly PennDOT Right-of-Way line of Lancaster Avenue, a/k/a State Route 30 (S.R. 0030) at the intersection with the easterly line of the easement herein described, said easement crossing over lands N/F Augustinian College of Villanova (a/k/a Villanova University, deed book F-14 page 392, Tax Map 36 Block 24 Unit 33), and from said Beginning Point runs; thence, through said lands the following three (3) courses and distances,

- 1) South 19° 05' 00" West, a distance of 234.51 feet to a point; thence,
- 2) South 71° 07' 30" East, a distance of 96.73 feet to a point; thence,
- 3) South 19° 18' 05" West, a distance of 31.89 feet to a point on the curved northerly Right-of-Way line of the SEPTA Norristown High Speed Line; thence, along said Right-of-Way line the following four (4) courses and distances.
- 4) Along the arc of a circle curving to the left, having a radius of 1,191.28 feet, a central angle of 01° 02' 16" and an arc length of 21.58 feet, said arc subtended by a chord bearing North 73° 46' 52" West, a chord distance of 21.58 feet to a point of tangency; thence,
- 5) North 74° 18' 00" West, a distance of 256.42 feet to a point; thence,
- 6) North 19° 02' 00" East, a distance of 4.92 feet to a point; thence,
- 7) North 74° 20' 25" West, a distance of 25.50 feet to a point; thence, leaving said SEPTA northerly Right-of-Way line, and passing through other lands N/F Augustinian College of Villanova the following three (3) courses and distances,

Engineers • Planners • Surveyors • Landscape Architects  
700 West Valley Road, Suite 1100 Wayne, PA 19087 • 610 266 8323 • fax 610 265 4299 • www.navenewell.com

EXECUTION DOCUMENT




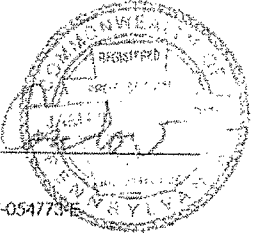
- 8) North 19° 02' 00" East, a distance of 134.26 feet to a point; thence,
- 9) South 70° 55' 00" East, a distance of 112.05 feet to a point; thence,
- 10) North 19° 05' 00" East, a distance of 134.90 feet to a point on the first mentioned proposed southerly PennDOT Right-of-Way line of Lancaster Avenue; thence, along said proposed southerly Right-of-Way line the following three (3) courses and distances,
- 11) South 70° 41' 55" East, a distance of 31.77 feet to a point; thence,
- 12) North 19° 05' 00" East, a distance of 10.07 feet to a point; thence,
- 13) South 70° 41' 55" East, a distance of 62.67 feet to the POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED Tract of land containing within said bounds 1.011 acres more or less.

SAID ABOVE DESCRIBED Tract of land describes a portion of the lands described in Deed Book F-14 Page 392, lands now or formerly Villanova University (Augustinian College of Villanova), and a portion of the land excepted out of said lands and described in a deed to Philadelphia and Western Railway Co., deed book S-12 page 443.

Date: 10/2/10

  
James S. Conlow  
Professional Land Surveyor  
Pennsylvania License No. SU-0547734



K:\11PROJ\1100\CAD\3URVEY\DESC\11005\_PROP\_SEPTA\_ACCESS\_EASE\_DESC.DOCX

EXECUTION DOCUMENT

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF DELAWARE :

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a notary public,  
the undersigned officer, personally appeared \_\_\_\_\_,  
Grantor, known to me (or satisfactorily proven) to be the person whose name is subscribed to  
the within instrument and acknowledged that he/she executed the same for the purposes  
therein contained.

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

\_\_\_\_\_  
Notary Public

EXECUTION DOCUMENT

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF PHILADELPHIA :

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a notary public, the undersigned officer, personally appeared Joseph M. Casey, General Manager of the Southeastern Pennsylvania Transportation Authority, Grantee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his capacity as General Manager of Grantee for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public



NOTES:

- THIS PLAN IS BASED ON A SURVEY CONDUCTED IN THE FIELD BY NAVE NEWELL, INC. COMPLETED ON AUGUST 6, 2011.
- THIS SURVEY REPRESENTS CONDITIONS AS OF THE DATE OF THE SURVEY EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS, ON THE SURFACE OF THE LANDS OR ABOVE THE SURFACE OF THE LANDS AND NOT VISIBLE.
- THIS PLAN HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT. TITLE TO THE SUBJECT PROPERTY IS FILED IN THE DELAWARE COUNTY COURT HOUSE IN DEED BOOK F-14 PAGE 392.
- BEARING BASIS FOR THE SURVEY AS SHOWN ARE PER DEED BEARINGS NOTED NAD 83 REFERENCE THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE AS DERIVED FROM GPS OBSERVATIONS. THE BEARING BASIS IS ROTATED 0°48'55" COUNTERCLOCKWISE FROM THE DEED BEARING. VERTICAL DATUM IS NAVD 88.
- PROPERTY AS SHOWN IS IN NON-FLOOD PRONE COMMUNITY AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM FLOOD INSURANCE RATE MAP COMMUNITY PANEL #42045C0050F PER #42045C004A, MAP REVISED NOVEMBER 18, 2003.
- LOCATIONS OF EXISTING UTILITIES AS SHOWN HEREIN HAVE BEEN DEVELOPED FROM A SOFTDIG SUBSURFACE UTILITY MARKOUT COMPLETED ON JULY 14, 2011. PROJECT NUMBER: EXISTING UTILITY RECORDS, PLANS BY OTHERS AND/OR ABOVE GROUND EXAMINATION OF SITE. THE COMPLETENESS OR ACCURACIES OF THE LOCATIONS ARE NOT GUARANTEED. SHOULD ANY NEW CONSTRUCTION BE PROPOSED, THE CONTRACTOR MUST VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES BEFORE START OF WORK.
- PURSUANT TO ACT 159 "PENNSYLVANIA ONE CALL INC." WAS PLACED ON JULY 26, 2011 AND ASSIGNED SERIAL NUMBERS 2012071955, 2012071959, 2012071970, 2012071977 AND 2012071972. INFORMATION THEREBY OBTAINED WAS USED TO ILLUSTRATE EXISTING UTILITIES.
- BASE PLANIMETRICS AND TOPOGRAPHY COMPILED PHOTOGRAMMETRICALLY BY AXIS GEOSPATIAL, LLC. DATE OF FLIGHT JUNE 19, 2011. THE TOPOGRAPHY AS SHOWN HAS BEEN PRODUCED TO MEET INDUSTRY ACCEPTED STANDARDS FOR AERIAL MAP ACCURACY. HORIZONTAL SCALE MAPPING ACCURACY OF 1:10000. VERTICAL SCALE MAPPING ACCURACY OF 1:10000. THE TOPOGRAPHY IS NOT GUARANTEED AND MUST BE FIELD VERIFIED PRIOR TO BEING USED FOR DESIGN OR ENGINEERING PURPOSES.

REFERENCE PLANS:

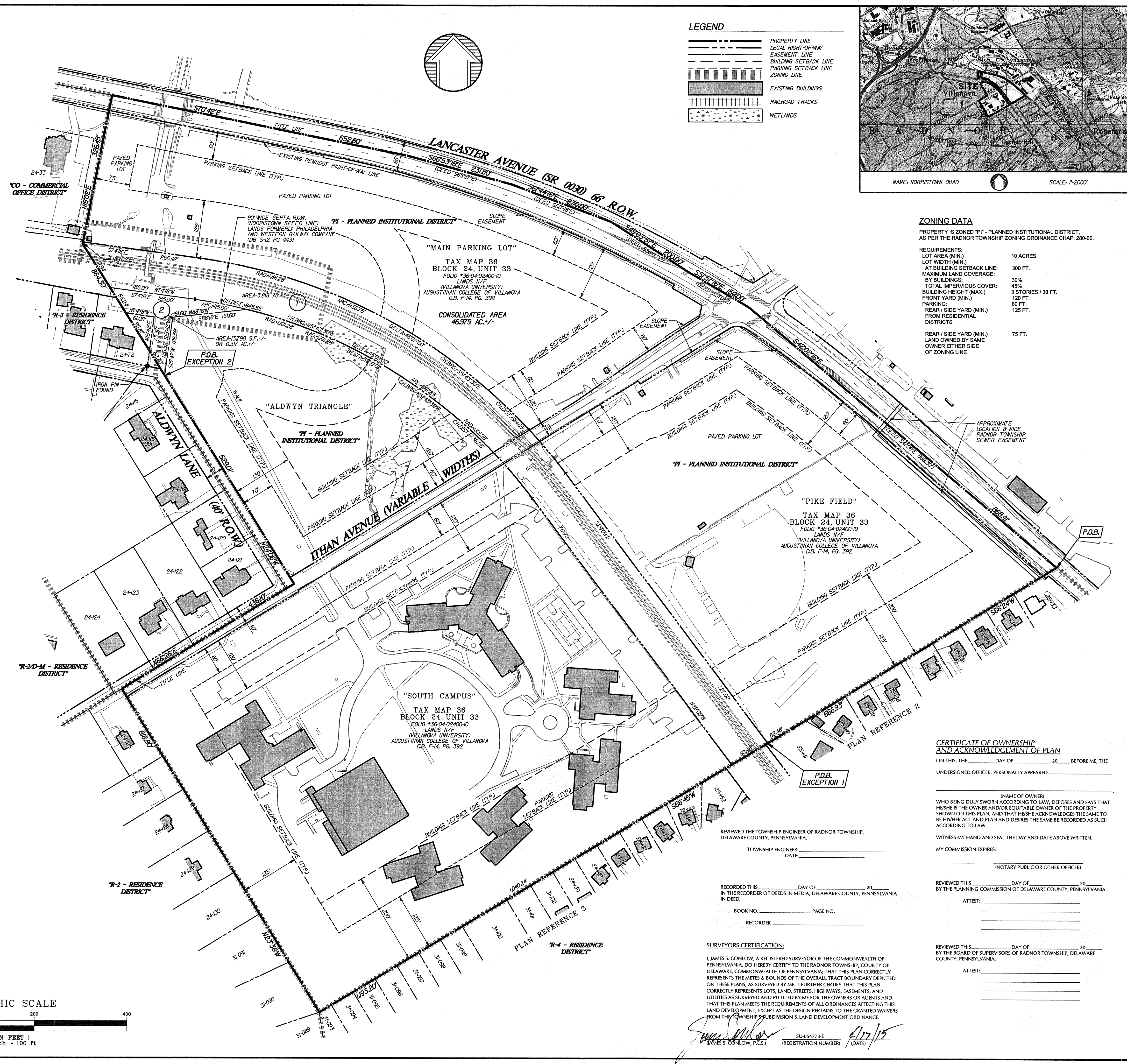
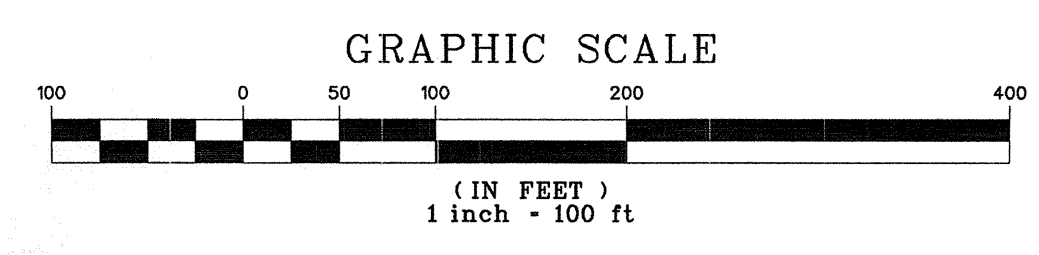
- PLAN ENTITLED "MAP OF PROPERTY FORMERLY ESTATE OF GEORGE McADDEN NON CAROLINE B. EWING", PREPARED BY MILTON R. YERKES, C.E., DATED JANUARY 19, 1937.
- PLAN ENTITLED "PLAN SHOWING PROPERTY TO BE DEVELOPED BY THE TOWNSHIP OF B. YOUNG CO.", PREPARED BY MILTON R. YERKES, C.E., DATED MARCH 7, 1939, LAST REVISED OCTOBER 9, 1941.
- PLAN ENTITLED "PLAN OF PROPERTY OF THE TOWNSHIP OF B. YOUNG COMPANY", PREPARED BY MILTON R. YERKES, C.E., DATED JULY 14, 1941, LAST REVISED JANUARY 6, 1943.
- PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY FOR VILLANOVA UNIVERSITY", PREPARED BY NAVE NEWELL, INC., DATED AUGUST 26, 2011.
- PLAN ENTITLED "WETLANDS PLAN FOR VILLANOVA UNIVERSITY", PREPARED BY NAVE NEWELL, INC., DATED MARCH 13, 2014.

TAX MAP 36 BLOCK/UNIT	ADDRESS	OWNER	DEED BOOK	PAGE
25-133	2 BARLEYCONE LN	KAHERINE KERNICKY	1272	1720
25-134	4 BARLEYCONE LN	LINDA DRAJIC	3313	1543
25-135	6 BARLEYCONE LN	ROBERT & ELEANOR LANGRAN		
25-136	8 BARLEYCONE LN	ANNA MARIE HESSMAN	4162	2201
25-137	10 BARLEYCONE LN	J. PETER & SHERYL SHINDL	3342	1704
25-138	12 BARLEYCONE LN	PAUL & LINDSEY SCHUSTER	5045	2275
25-139	14 BARLEYCONE LN	BERNHARD & LOIS SACK	2448	744
25-140	16 BARLEYCONE LN	MICHAEL & ASHLEY WYCOFF CLARK	5309	2130
25-141	128 BUCKINGHAM DR	JOSEPH & MAUREN VANDERGEEST	2286	2207
25-152	133 FAIRFAX RD	ANNA PULASKI	4901	1277
24-144	135 FAIRFAX RD	MICHAEL & JOYCE MCCONNELL	3709	879
24-143	137 FAIRFAX RD	PHILIP & LUCILLE KRUGLER	2564	284
24-142	139 FAIRFAX RD	DOROTHY SEIFERT	165	720
24-141	141 FAIRFAX RD	WILLIAM GOW, JR.	3879	785
24-140	143 FAIRFAX RD	GERALD & ELIZABETH ROBER	851	784
24-139	154 BROOKLEA RD	REDBARR ONE, LLC	5508	2211
31-102	158 BROOKLEA RD	PAUL SCOATE & AMY ROWAN	5117	798
31-101	160 BROOKLEA RD	GERALD & ELIZABETH ROBER	1284	647
31-100	162 BROOKLEA RD	DIANE CARBEN & THOMAS COVELLO	3324	1165
31-099	164 BROOKLEA RD	BIRKAN & OYGE BAYKARA	5121	364
31-098	166 BROOKLEA RD	JOYCE KNIGHT	136	2251
31-097	168 BROOKLEA RD	DANIEL & DANIELLE SCHELEN	5402	369
31-096	170 BROOKLEA RD	MICHAEL & MARY RIGGIO	3233	1148
31-095	172 BROOKLEA RD	MATTHEW BRUKMAN & CLAIRE HOLROYDE	4742	1953
31-094	174 BROOKLEA RD	GERALD & ELIZABETH ROBER	1316	1032
31-093	176 BROOKLEA RD	STEPHEN & ANN MARIE PAHIDES	1642	417
31-089	24 MEADOWOOD RD	SCOTT & YANDEY JENKINS	267	2159
31-090	26 MEADOWOOD RD	BETH ANN GAFFNEY & CHRISTOPHER KAUFMANN	3861	1702
31-091	28 MEADOWOOD RD	MICHAEL & BRIDGET SUBAK	2606	47
24-130	30 MEADOWOOD RD	ALICE KRAMER HOOD	723	186
24-129	32 MEADOWOOD RD	THOMAS & MARIE BYNUM	1714	585
24-128	34 MEADOWOOD RD	SEAN & DORREN MCDERMOTT	1358	2143
24-127	36 MEADOWOOD RD	KENNETH & HARLENE DEMARCO	71	1509
24-125	129 S. ITHAN AVE	ELIZABETH & PAUL MAYRIS	4485	210
24-124	92 S. ITHAN AVE	CHRISTOPHER LOMBARDI & ROBERT LOMBARDI	3511	1859
24-123	96 S. ITHAN AVE	CHARLES & MARY ANN ROSELLE	367	512
24-122	88 S. ITHAN AVE	JOHN ABRUZZESI & CHRISTINA MADISON	2382	1667
24-121	80 S. ITHAN AVE	ROBERT & SHEILA EGGRO	2902	465
24-120	42 ALDWIN LN	HOWARD & MARLOU SMITH	5492	1372
24-119	40 ALDWIN LN	WILLIAM & MARY ELIZABETH LYNCH	2813	137
24-118-001	38 ALDWIN LN	JONATHAN & NOELLE HECKSCHER	4792	471
24-118	38 ALDWIN LN	DENISE GHIE	5266	1429
24-117	36 ALDWIN LN	RUSSELL & MARIE TORREY	1193	522
24-072	37 ALDWIN LN	BROTHERS ORDER OF HERMITS	-	-
24-033	800 LANCASTER AVE	VILLANOVA UNIVERSITY	2162	347

1 LANDS FORMERLY OF PHILADELPHIA AND WESTERN RAILWAY COMPANY, DEED 5-12 PAGE 443, EXCEPTIONS AS NOTED IN DEED BOOK F-14 PAGE 392.

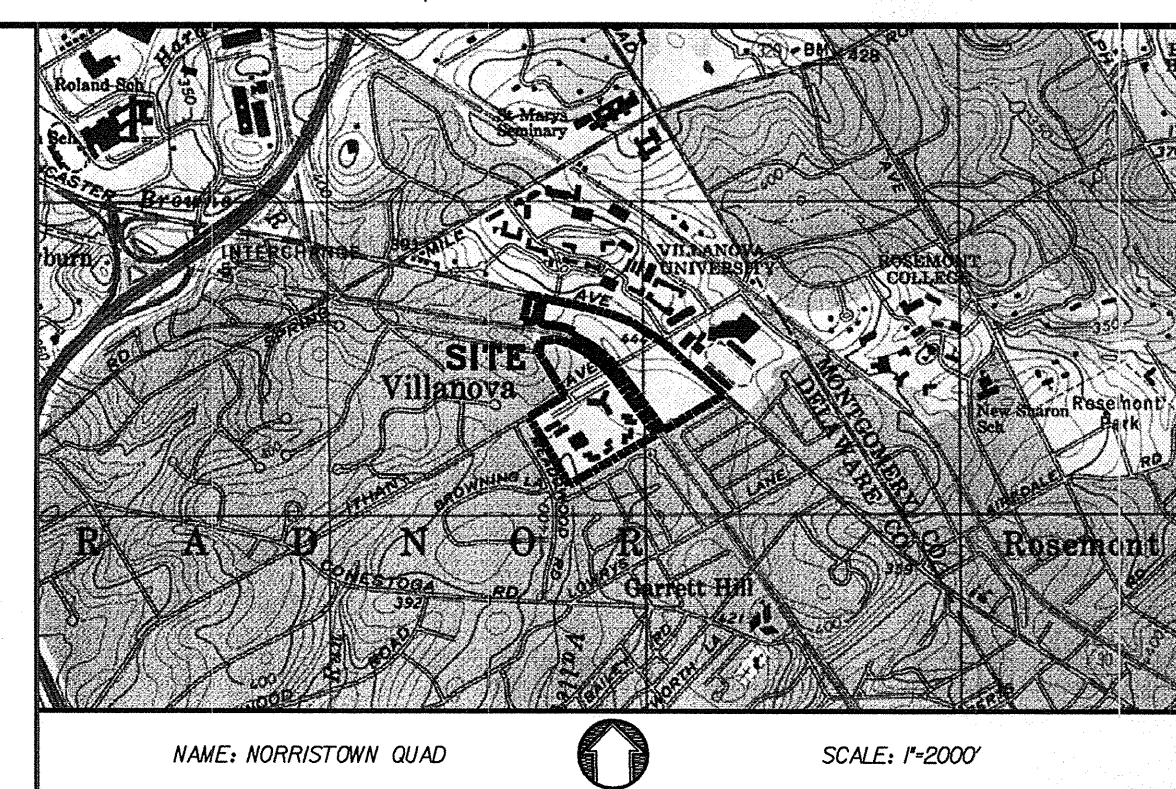
2 LANDS FORMERLY OF PHILADELPHIA AND WESTERN RAILWAY COMPANY, DEED 5-12 PAGE 443, EXCEPTIONS AS NOTED IN DEED BOOK F-14 PAGE 392.

PROJECT SERIAL NO.  
CALL BEFORE YOU DIG!  
PENNSYLVANIA LAW REQUIRES  
3 WORKING DAYS NOTICE FOR  
CONSTRUCTION PHASE AND 10 WORKING  
DAYS IN DESIGN STAGE - STOP CALL  
Pennsylvania One Call System, Inc.  
1-800-242-1776



LEGEND

---	PROPERTY LINE
---	LEGAL RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE
---	PARKING SETBACK LINE
---	ZONING LINE
█	EXISTING BUILDINGS
█	RAILROAD TRACKS
█	WETLANDS



ZONING DATA

PROPERTY IS ZONED "R1" - PLANNED INSTITUTIONAL DISTRICT, AS PER THE RADNOR TOWNSHIP ZONING ORDINANCE CHAP. 280-66.

REQUIREMENTS:	
LOT AREA (MIN.)	10 ACRES
LOT WIDTH (MIN.)	300 FT.
AT BUILDING SETBACK LINE:	
MAXIMUM LAND COVERAGE:	30%
BY BUILDINGS:	45%
TOTAL IMPERVIOUS COVER:	3 STORIES / 38 FT.
BUILDING HEIGHT (MAX.):	60 FT.
FRONT YARD (MIN.):	120 FT.
PARKING:	60 FT.
REAR / SIDE YARD (MIN.):	125 FT.
FROM RESIDENTIAL DISTRICTS	
REAR / SIDE YARD (MIN.):	75 FT.
LAND OWNED BY SAME OWNER EITHER SIDE OF ZONING LINE	

900 Valley Road • Suite 1100  
Wayne, PA 19087-1830  
P: 610.265.8332 F: 610.265.4299  
www.navenewell.com

DATE	NO.	DESCRIPTION	REVISIONS

**BOUNDARY CONSOLIDATION PLAN**

LANDS N/W VILLANOVA UNIVERSITY  
SOUTH CAMPUS, ALDWIN TRIANGLE, MAIN LOT & PIKE LOT  
LANCASTER AVENUE & ITHAN AVENUE

LOCATION: RADNOR TOWNSHIP, COUNTY OF DELAWARE, PA.

CERTIFICATE OF OWNERSHIP AND ACKNOWLEDGEMENT OF PLAN

ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED \_\_\_\_\_ (NAME OF OWNER) WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS THAT HE/SHE IS THE OWNER AND/OR EQUITABLE OWNER OF THE PROPERTY SHOWN ON THIS PLAN, AND THAT HE/SHE ACKNOWLEDGES THE SAME TO BE HIS/HER ACT AND PLAN AND DESIRES THE SAME BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_ (NOTARY PUBLIC OR OTHER OFFICER)

REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING COMMISSION OF DELAWARE COUNTY, PENNSYLVANIA.

ATTEST: \_\_\_\_\_

REVIEWED THE TOWNSHIP ENGINEER OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA.

TOWNSHIP ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ IN THE RECORDER OF DEEDS IN MEDIA, DELAWARE COUNTY, PENNSYLVANIA IN DEED.

BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

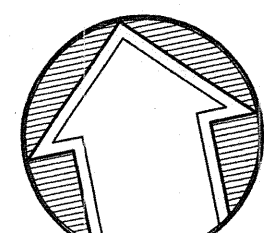
RECORDER: \_\_\_\_\_

SURVEYORS CERTIFICATION:

I, JAMES S. CONLOW, A REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY TO THE RADNOR TOWNSHIP, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, THAT THIS PLAN CORRECTLY REPRESENTS THE METES & BOUNDS OF THE OVERALL TRACT BOUNDARY DEPICTED ON THESE PLANS, AS SURVEYED BY ME. I FURTHER CERTIFY THAT THIS PLAN CORRECTLY REPRESENTS LOTS, LAND, STREETS, HIGHWAYS, EASEMENTS, AND UTILITIES AS SURVEYED AND PLOTTED BY ME FOR THE OWNERS OR AGENTS AND THAT THIS PLAN MEETS THE REQUIREMENTS OF ALL ORDINANCES AFFECTING THIS LAND DEVELOPMENT, EXCEPT AS THE DESIGN PERTAINS TO THE GRANTED WAIVERS FROM THE TOWNSHIP'S SUBDIVISION & LAND DEVELOPMENT ORDINANCE.

JAMES S. CONLOW, P.L.S. (REGISTRATION NUMBER) 6/17/15 (DATE)

project no.	2011-005.08	drawn by:	JEL
date:	04/09/15	chk'd by:	JSC
scale:	1" = 100'	approved by:	JSC
sheet no.	1 of 1		



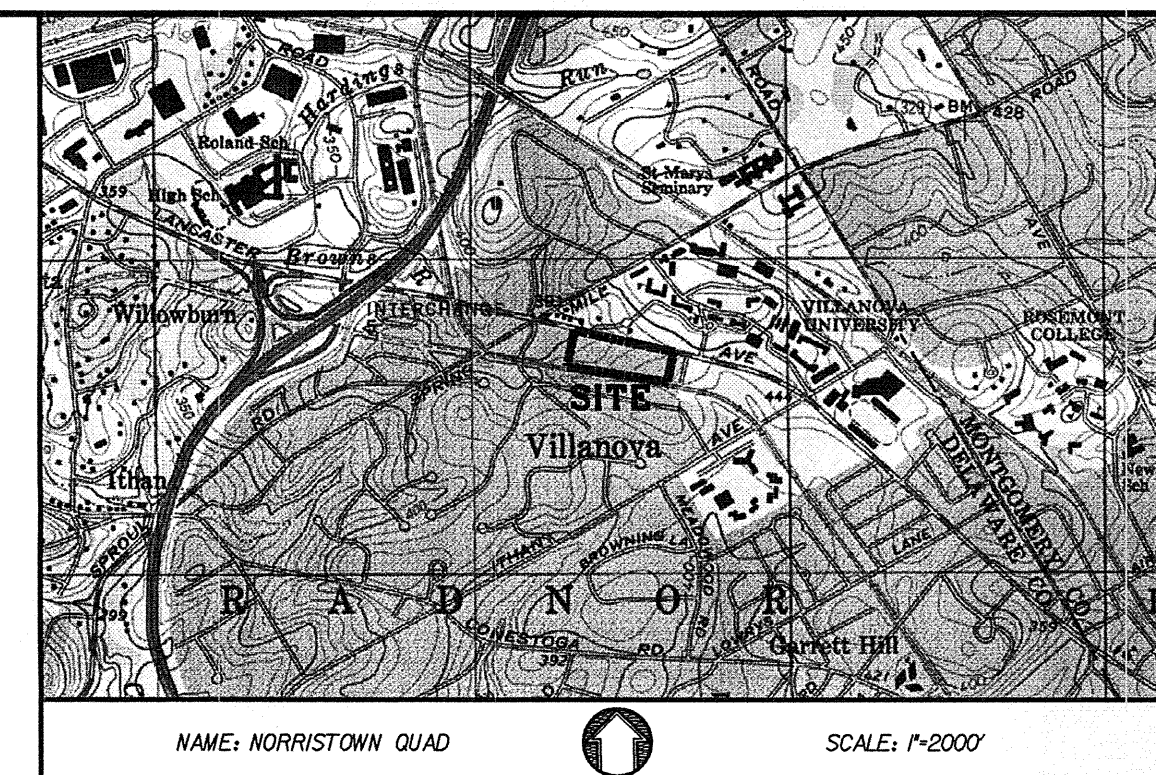
PROPERTY OWNERS INFORMATION				
TAX MAP 36 BLOCK/UNIT	ADDRESS	OWNER	DEED BOOK	PAGE
24-061	13 ALDWYN LN	RANDALL & PATRICIA MAUD	1901	1174
24-062	15 ALDWYN LN	ROBERT & ELEANOR LANGRAN		
24-063-001	17 ALDWYN LN	STEPHEN J. & PAMELA R. FARALLI	1172	832
24-063	19 ALDWYN LN	NELSON T. & DENISE DAYTON	2612	1202
24-064	21 ALDWYN LN	ASHTON ELDREDGE	5587	611
24-065	23 ALDWYN LN	GEORGE H. & ELAINE H. WEBSTER	2637	1504
24-066	25 ALDWYN LN	WALTER E. & JOANNE W. COHN	2637	884
24-067	27 ALDWYN LN	KIMBERLY HAZE & MICHAEL W. COFFEY	1364	1797
24-068	29 ALDWYN LN	MONIQUE P. HAWKINS	2194	2106
24-069	31 ALDWYN LN	WILLIAM R. & ANNE P. WENDEL	788	852
24-070	33 ALDWYN LN	GREGORY & ELAINE DI COCCO	4451	1499
24-071	35 ALDWYN LN	WALTER T. & PATRICIA W. LONG	2612	869
24-072	37 ALDWYN LN	BROTHER ORDER OF HERMITS		

REFERENCE PLANS:

1. PLAN ENTITLED "MAP OF PROPERTY FORMERLY ESTATE OF GEORGE McFADDEN NOW CAROLINE B. EWING," PREPARED BY MILTON R. YERKES, C.E., DATED JANUARY 19, 1937.
2. PLANS PREPARED BY PENNDOT FOR LR. 142, SECTION 17, DISTRICT 6-O, SHEETS, 1 THRU 11.
3. PLANS PREPARED BY PENNDOT FOR LR. 225, SECTION 13, DISTRICT 6-O, SHEETS, 1 THRU 23.
4. PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY FOR VILLANOVA UNIVERSITY", PREPARED BY NAVE NEWELL, INC., DATED AUGUST 26, 2010.
5. PLAN ENTITLED "EXISTING FEATURES PLAN FOR VILLANOVA UNIVERSITY", PREPARED BY NAVE NEWELL, INC.
6. PLAN ENTITLED "BOUNDARY CONSOLIDATION PLAN FOR LANDS N/F VILLANOVA UNIVERSITY", PREPARED BY NAVE NEWELL, INC., DATED JANUARY 26, 2015.

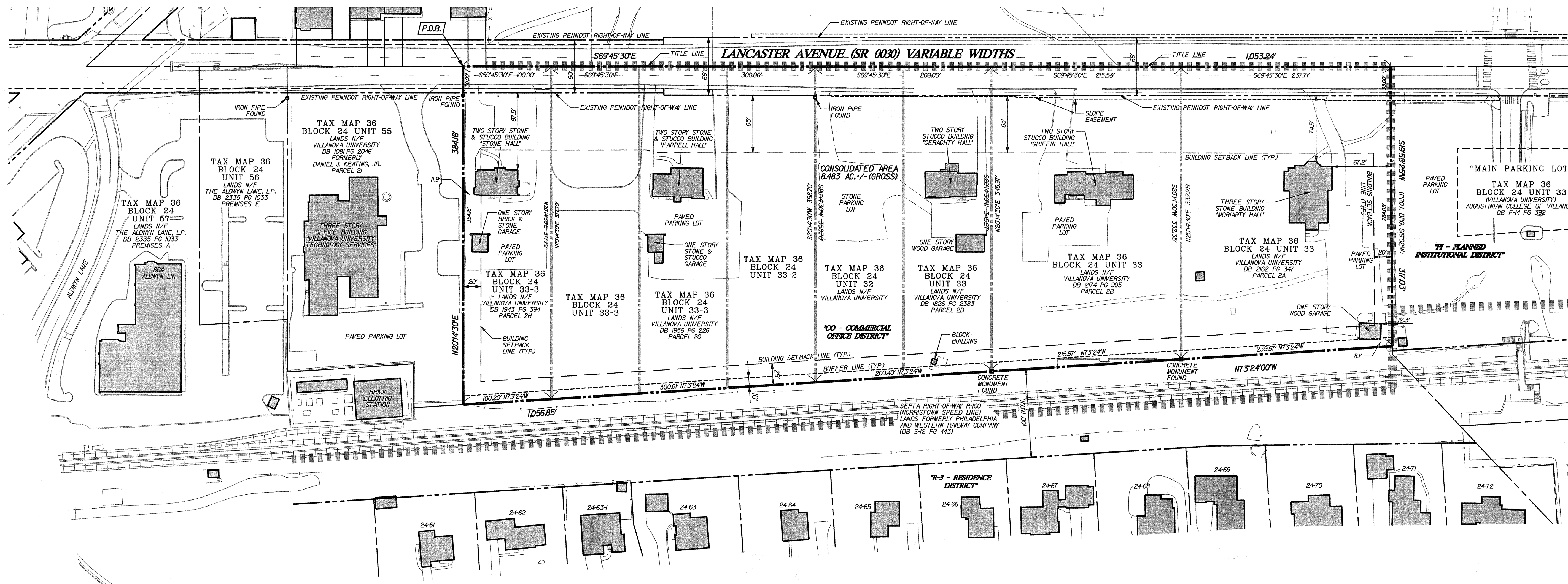
ZONING DATA

CLASSIFICATION:	REQUIRED
MINIMUM LOT WIDTH	100'
MINIMUM BUILDING COVERAGE	20%
MINIMUM BUILDING SETBACK	
FRONT YARD	45'
SIDE YARD	25'
REAR YARD	25'
MINIMUM BUFFER SETBACK	
MAXIMUM BUILDING HEIGHT	35'



**NAVE NEWELL**  
Where Ideas Get Down to Earth

900 West Valley Road • Suite 1100  
Wayne, PA 19087-1830  
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F: 610.365.4299  
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NOTES:

1. THIS PLAN IS BASED ON A SURVEY CONDUCTED IN THE FIELD BY NAVE NEWELL, INC. COMPLETED ON AUGUST 29, 2014.
2. THIS SURVEY REPRESENTS CONDITIONS AS OF THE DATE OF THE SURVEY EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS, ON THE SURFACE OF THE LANDS OR ABOVE THE SURFACE OF THE LANDS AND NOT VISIBLE.
3. THIS PLAN HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT. TITLE TO THE SUBJECT PROPERTY IS FILED IN THE DELAWARE COUNTY COURT HOUSE IN DEED BOOK 262 PAGE 347, DEED BOOK 274 PAGE 905, DEED BOOK 1628 PAGE 2383, DEED BOOK 1956 PAGE 226 AND DEED BOOK 1943 PAGE 334.
4. BEARING BASIS FOR THE SURVEY AS SHOWN ARE PER DEED. THE BEARINGS BASIS IS ROTATED 0756'25" CLOCKWISE FROM THE PROJECT BEARING.
5. PROPERTY AS SHOWN IS IN NON-FLOOD PRONE COMMUNITY AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM FLOOD INSURANCE RATE MAP COMMUNITY PANEL #420450050F PER #42045000A, MAP REVISED NOVEMBER 19, 2009.
6. LOCATIONS OF EXISTING UTILITIES AS SHOWN HEREIN HAVE BEEN DEVELOPED FROM A SOFTLOG SUBSURFACE UTILITY WAREHOUSING COMPLETED ON JULY 14, 2011 - PROJECT NO. 10100. EXISTING UTILITY RECORDS, PLANS BY OTHERS AND/OR ABOVE GROUND EXAMINATION OF SITE, THE COMPLETENESS OR ACCURACIES OF THE LOCATIONS ARE NOT GUARANTEED. SHOULD ANY NEW CONSTRUCTION BE PROPOSED, THE CONTRACTOR MUST VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES BEFORE START OF WORK.
7. PURSUANT TO ACT 189 "PENNSYLVANIA ONE CALL" WAS PLACED ON JULY 26, 2011 AND ASSIGNED SERIAL NUMBERS 2010071895, 2010071896, 2010071897, 2010071898, 2010071899 AND 2010071900. INFORMATION THEREBY OBTAINED WAS USED TO ILLUSTRATE EXISTING UTILITIES.
8. BASE PLANIMETRICS AND TOPOGRAPHY COMPILED PHOTOGRAMMETRICALLY BY AXIS GEOSPATIAL, LLC. DATE OF FLIGHT: JUNE 19, 2010. THE TOPOGRAPHY AS SHOWN HAS BEEN PRODUCED TO MEET INDUSTRY ACCEPTED STANDARDS FOR NATIONAL MAP ACCURACY (NMAA), AT 30 SCALE. VARIATION, ACCURACY OF CONTOURS IN AREAS WHERE THE GROUND IS OBSCURED AND IS NOT GUARANTEED AND MUST BE FIELD VERIFIED PRIOR TO BEING USED FOR DESIGN OR ENGINEERING PURPOSES.

SURVEYORS CERTIFICATION:

I, JAMES S. CONLOW, A REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY TO THE RADNOR TOWNSHIP, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA; THAT THIS PLAN CORRECTLY REPRESENTS THE METES & BOUNDS OF THE OVERALL TRACT BOUNDARY DEPICTED ON THESE PLANS, AS SURVEYED BY ME. I FURTHER CERTIFY THAT THIS PLAN CORRECTLY REPRESENTS LOTS, LAND, STREETS, HIGHWAYS, EASEMENTS, AND UTILITIES AS SURVEYED AND PLOTTED BY ME FOR THE OWNERS OR AGENTS AND THAT THIS PLAN MEETS THE REQUIREMENTS OF ALL ORDINANCES AFFECTING THIS LAND DEVELOPMENT, EXCEPT AS THE DESIGN PERTAINS TO THE GRANTED WAIVERS FROM THE TOWNSHIP'S SUBDIVISION & LAND DEVELOPMENT ORDINANCE.

*James S. Conlow*  
JAMES S. CONLOW, P.L.S. SU-054773-E 4/17/15  
(REGISTRATION NUMBER) (DATE)

REVIEWED THE TOWNSHIP ENGINEER OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA.

TOWNSHIP ENGINEER: \_\_\_\_\_  
DATE: \_\_\_\_\_

RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
IN THE RECORDER OF DEEDS IN MEDIA, DELAWARE COUNTY, PENNSYLVANIA  
IN DEED.

BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

RECORDER: \_\_\_\_\_

REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE BOARD OF SUPERVISORS OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA.

ATTEST: \_\_\_\_\_

CERTIFICATE OF OWNERSHIP AND ACKNOWLEDGEMENT OF PLAN

ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED \_\_\_\_\_

(NAME OF OWNER)

WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS THAT HE/SHE IS THE OWNER AND/OR EQUITABLE OWNER OF THE PROPERTY SHOWN ON THIS PLAN, AND THAT HE/SHE ACKNOWLEDGES THE SAME TO BE HIS/HER ACT AND PLAN AND DESIRES THE SAME BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

(NOTARY PUBLIC OR OTHER OFFICER)

REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE PLANNING COMMISSION OF DELAWARE COUNTY, PENNSYLVANIA.

ATTEST: \_\_\_\_\_

LEGEND

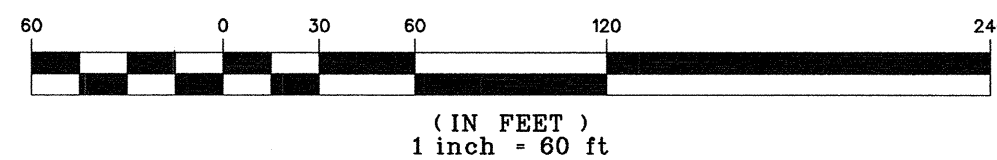
- PROPERTY LINE
- LEGAL RIGHT-OF-WAY
- EASEMENT LINE
- PROPOSED RIGHT-OF-WAY
- SLOPE EASEMENT
- BUFFER LINE
- BUILDING SETBACK LINE
- PARKING SETBACK LINE
- ZONING LINE
- EXISTING BUILDINGS
- RAILROAD TRACKS
- FENCE LINE

2010071892  
2010071893  
2010071894  
2010071895  
2010071896  
2010071897  
2010071898  
2010071899  
2010071900

PROJECT SERIAL NO.  
CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES  
3 WORKING DAYS NOTICE FOR  
CONSTRUCTION PHASE AND 10 WORKING  
DAYS IN DESIGN STAGE - STOP CALL  
PENNSYLVANIA One Call System, Inc.  
1-800-242-1776

GRAPHIC SCALE



CONSOLIDATION PLAN

LANDS N/F VILLANOVA UNIVERSITY  
WEST LANCASTER LOTS  
LANCASTER AVENUE


LOCATION: RADNOR TOWNSHIP, COUNTY OF DELAWARE, PA.

project no.	2011-005.08	drawn by:	JEL
date:	04/09/15	chk'd by:	JSC
scale:	1" = 60'	approv. by:	JSC
sheet no.	1 of 1		

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**MEMORANDUM**

**TO:** Radnor Township Board of Commissioners

**FROM:** Steve Gabriel, PP, Township Planning Consultant 

**CC:** Robert Zienkowski, Township Manager

**DATE:** June 9, 2015

**PROJECT NAME:** PLO Mixed Use Overlay Zoning Amendment **PROJECT NO.:** 101442010

**SUBJECT:** Proposed Regulations in Amending Ordinance Format

At its May 11 meeting, the Board discussed a set of proposed regulations intended to allow mixed use development as a permitted use in addition to the currently permitted uses in the PLO zoning district. The Board then requested that the proposed regulations be put into amending ordinance format. Accompanying this memorandum is a draft amending ordinance containing those regulations. As noted previously, mixed use development is proposed as an overlay applicable to all properties within the PLO zoning district, and is presented as a choice to a property owner, not a mandate. Particular regulations that are attached specifically to the mixed use development use apply only if the property owner chooses to pursue mixed use development.

Two key considerations regarding the regulations were highlighted at your May 11 meeting:

- The current PLO regulations require intensive front, side, and rear setbacks. For only 2 (BioMed, Radnor Corporate Center) of the 7 PLO sites do the current setbacks allow enough room on the sites for new buildings to be built. For the other 5 sites, the required setbacks result in there being no building envelope or a building envelope that is too small for it to be practical for a new building to be built.
- Different mixed use development scenarios were presented that achieved 'traffic neutrality' even though the gross floor area of the mixed use developments was equal to or greater than the gross floor area of a comparative 'all-office' development. In those cases, the total of AM and PM peak hour trips generated by the mixed use development scenarios were roughly equal to the total number of AM and PM peak hour trips generated by the comparative all-office development. However, the most important aspect of the trips generation was that the number of trips in the prime direction of the peak hours (into work in the AM peak hour; leaving work in the PM peak hour) was 15% to 20% less for the mixed use development scenarios than for the all-office development. So, much less of the road capacity in the prime directions is used by the mixed use development than the all-office development, meaning less traffic congestion in those prime directions for a mixed use development.

Since the proposed regulations were originally presented to the Board at its April 27, 2015 meeting, residents, property owners, and Township staff have had the opportunity to begin reviewing the proposed regulations. We expect that comments from all interested parties will be part of the Township's process of reviewing and considering the proposed regulations. An appropriate next step would be to refer the draft amending ordinance to the Township Planning Commission for review. In the meantime, we are identifying ways to simplify, clarify, and enhance the proposed regulations which can be part of the review process discussion.



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E-mail: [rettew@rettew.com](mailto:rettew@rettew.com) • Web site: [rettew.com](http://rettew.com)

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Environmental  
Consultants

## ORDINANCE NO. 2015-XX

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 280 OF THE RADNOR TOWNSHIP CODE, "ZONING", TO ENABLE MIXED USE DEVELOPMENT AS AN OVERLAY WITHIN THE PLO PLANNED LABORATORY-OFFICE DISTRICT BY REVISING THE FOLLOWING SPECIFIC SECTIONS: § 280—4, DEFINITIONS AND WORD USAGE ADDING NEW TERMS AND DEFINITIONS; AND § 280—63 USE REGULATIONS REVISING LANGUAGE REGARDING PARKING STRUCTURES AND ADDING MIXED USE OVERLAY AS A PERMITTED USE ALONG WITH MIXED USE OVERLAY REGULATIONS.**

**WHEREAS**, Radnor Township seeks to accommodate reasonable community growth that recognizes the special attributes of areas of the Township;

**WHEREAS**, the Board of Commissioners has conducted a public hearing to consider these amendments to Chapter 280 relating to Zoning;

**WHEREAS**, prior to the public hearing, the proposed amendments were provided to the Radnor Township Planning Commission and to the Delaware County Planning Commission as required by Act of 1968, P.L. 805, No. 247 as reenacted and amended;

**WHEREAS**, after a public hearing and consideration of all of the information, comments, and questions raised or made therein, and the comments received from the Radnor Township Planning Commission and the Delaware County Planning Commission, the Board of Commissioners has deemed it beneficial to the residents of Radnor Township to amend said sections of Chapter 280 relating to Zoning;

**NOW, THEREFORE**, be it **ORDAINED** and **ENACTED** that the Board of Commissioners does hereby amend Chapter 280, Zoning, as follows:

### ARTICLE I.

§ 208-4 is amended by adding the following new terms and definitions:

**GROSS FLOOR AREA** - The sum of the horizontal floor area(s) of a building or group of buildings on a site, measured from the exterior faces of the building(s). The calculation of Gross Floor Area shall not include parking structures.

**INTERNAL ILLUMINATION** - A light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface. Message center signs, digital displays, and signs incorporating neon lighting shall not be considered as internally illuminated.

**LANDSCAPE STRIP** – a strip of required yard space adjacent to the boundary of a property or district, not less in depth than designated in this chapter, which is landscaped for the full depth and includes lawn grasses, ground cover vegetation, and a Buffer Screen equivalent to that described in the Radnor Township Subdivision Ordinance under Buffer Screen Class A, first option, all informally arranged.

**LOT COVERAGE** – A measure of the intensity of the use of a piece of land measured as that portion or percentage of the total site area covered with structures, buildings, driveways, parking areas, loading facilities, bicycle/pedestrian pathways, patios, decks, and other similar types of structures as well as improved surfaces. Includes the water surface area of swimming pools.

**SITE** – A parcel or parcels of adjoining land under common ownership on which a principal building or, when authorized, a unified group of buildings and any accessory buildings are or may be placed, together with the required open spaces and rights-of-way.

**STREET LINE** – The required right-of-way in accordance with the Subdivision and Land Development Ordinance (SALDO) of the Township of Radnor, as amended.

**TOTAL SITE AREA** – The gross area of a lot or lots as described in the deeds or from an actual survey included as part of an application excluding the area of any public streets or rights-of-way.

**ARTICLE II.**

§ 208-63 is amended by revising Subsection C(5) to read as follows:

- C. Accessory uses, which may include:
  - (5) A parking structure. Parking structures may be constructed above or below ground, be located wholly or partly within the principal building(s), be attached to and made a part of the principal building(s), or constructed as a detached accessory structure.

**ARTICLE III.**

§ 208-63 is amended by adding a new subsection 280-63.D to read as follows:

- D. Mixed Use Development Overlay – subject to the regulations and requirements set forth in § 208-65.3 below.

**ARTICLE IV.**

§ 208-65 is amended by adding a new subsection 280-65.3 to read as follows:

§ 208-65.3 Special regulations for mixed use development overlay

In place of the foregoing requirements of this chapter, a plan for a mixed use development shall be in accordance with and pursuant to the regulations and requirements set forth below:

- A. Location - the overlay applies to all properties in the PLO zoning district.

**B. Uses – a building(s), structure(s), or a combination thereof may be erected, used, or occupied for the following purposes:**

- (1) Any use or accessory use permitted in the PLO zoning district.
- (2) Medical Office.
- (3) Hotel, including Extended Stay, which may contain restaurant and banquet space.
- (4) Restaurant.
- (5) Multiple Family Development that may involve associated amenities including but not limited to an accessory community center, swimming pool, and/or self-serve laundry facilities, all of which are for the use of residents only.
- (6) Retail store(s) with individual gross floor area not to exceed 10,000 square feet.
- (7) Personal or retail service shop(s) with individual gross floor area not to exceed 10,000 square feet.
- (8) Indoor Health/Fitness/Recreation Center.
- (9) Motion Picture Theatres.
- (10) Bank or similar financial institution.
- (11) Skilled Nursing and/or Assisted Living Facility.
- (12) Out-Patient Surgical Center.
- (13) Accessory Uses and structures customarily incidental to the foregoing permitted uses.

No use shall include a drive-in/drive-thru/drive-up service.

**C. Dimensional Regulations**

- (1) Front Yard Setback – Buildings, structures, surface parking areas, and service and/or interior vehicular access roadways shall be set back 100 feet from the street line of every public street they abut. Entrance driveways and sidewalks may cross through the front yard setback.
- (2) Side and Rear Yard Setbacks – Buildings and structures shall be set back from every side and rear yard property line at least 50 feet. These requirements may be reduced according to the following:
  - (a) Side and rear yards for buildings and structures abutting railway rights-of-way, easements, or owned property shall not be less than 25 feet.
  - (b) Side yards for buildings and structures abutting uses in the PLO zoning district shall not be less than 25 feet.
- (3) Surface Parking Areas shall be located at least 25 feet from a side or rear yard property line. Surface parking related driveways, and service and/or interior vehicular access roadways shall be located at least 15 feet from a side or rear yard property line.
- (4) Accessory Structures, including parking structures, shall meet the required yard setback of a principal structure.
- (5) Along any property line which adjoins an existing residential zoning district or use, buildings, structures, surface parking areas, and service and/or interior vehicular access roadways shall be set back at least 100 feet from the adjoining zoning district boundary, except where a property abuts railway rights-of-way, easements, or owned property, or a limited access highway in which case the setback shall be at least 25 feet.

- (6) Maximum Building Area – no more than 30% of the Total Site Area may be covered by buildings and structures.
- (7) Maximum Lot Coverage - 45% of the Total Site Area.
- (8) Height requirements.
  - (a) No building shall exceed 85 feet or 6 stories in height.
  - (b) No stand-alone Parking Structure or other accessory structure shall exceed 45 feet in height.
  - (c) Building and structure height shall be measured from existing grade, not from improved or finished grade.
- (9) Riparian Buffer Setback - 35 feet.
- (10) Buffer and Landscaping
  - (a) Along each public street, except for a limited access highway, a landscape strip not less than 75 feet in depth shall be provided. Storm water management areas, entrance driveways, and sidewalks are permitted to cross the strip.
  - (b) Along any property line which adjoins an existing residential zoning district or use, a buffer planting strip of not less than 100 feet in depth shall be planted and maintained, except where a railway right-of-way, easement, or owned property, or a limited access highway intervenes between a PLO-zoned property and a residential zoning district or use in which case the planting buffer strip shall be equal in depth to that of the setback provided which shall be at least 25 feet. Storm water management areas, entrance driveways, and sidewalks are permitted to cross the strip.
- (11) Building Spacing - The distance at the closest point between any two buildings shall not be less than 45 feet. There is no required minimum distance between a building and a parking structure.
- (12) Building Size – no building shall exceed 175 feet in depth. The length of a building may extend up to 300 feet, provided that in the event that one or more of the facades exceed(s) 175 feet, at least one of those facades must contain: 1) one horizontal step back across the entire length of the façade of at least 40 feet that occurs such that at least 33⅓% of the building stories shall be located above the step back level; or, 2) one vertical step back along the entire height of the building of at least 40 feet in depth at an angle of approximately 90 degrees; or, 3) a turn in the front façade of at least 35 degrees at one point along that dimension.

**D. Design and Site Regulations.**

- (1) Floor Area Regulations.
  - (a) The Gross Floor Area permitted on the Site shall be that which achieves “traffic neutrality”. Traffic neutrality is defined as the square footage proposed under this Mixed Use Overlay regulation that generates total trips in the AM and PM peak hours according to the latest trip generation rate tables of the Institute of Transportation Engineers (ITE) that do not exceed the greater of either:
    - i. The total trips generated (by a strictly General Office use of the square footage of the building(s) existing on the subject site as of the effective date of this ordinance) in the AM and PM peak hours according to the latest trip generation rate tables of the Institute of Transportation Engineers (ITE).

- ii. The total trips generated by the existing buildings on the subject site in the AM and PM peak hours according to a traffic counts study of the subject site conducted at a point in time determined by the Township's Traffic Engineer. No reduction factors shall be applied to trip generation rates as part of determining "traffic neutrality".
- (b) For Sites less than 10 acres: There shall be no minimum number of the Uses established as part of the Mixed Use Development. For applications proposing more than one use, the maximum gross floor area of such Use(s) shall not exceed the following percentages:
- i. A maximum of 75% of the permitted gross floor area may be designated for Office Uses.
  - ii. A maximum of 75% of the permitted gross floor area may be designated for Hotel Use.
  - iii. A maximum of 35% of the permitted gross floor area may be designated for Multiple Family Development Uses.
  - iv. A maximum of 10% of the permitted gross floor area may be designated for Retail and/or Restaurant Uses.
  - v. A maximum of 35% of the permitted gross floor area may be designated for all other uses.
- (c) For Sites 10 acres or larger: There shall be a minimum of three (3) Uses established as part of the Mixed Use Development. The maximum gross floor area of such Subordinate Use shall not exceed the following percentages:
- i. A maximum of 65% of the permitted gross floor area may be designated for Office Use.
  - ii. A maximum of 35% of the permitted gross floor area may be designated for Hotel Use.
  - iii. A maximum of 35% of the permitted gross floor area may be designated for Multiple Family Development Use.
  - iv. A maximum of 10% of the permitted gross floor area may be designated for Retail and/or Restaurant Uses.
  - v. A maximum of 35% of the permitted gross floor area may be designated for all other uses.
- (2) Multiple Family Development Use - the minimum percentage of One-Bedroom dwellings units comprising any Multiple Family Development Use shall be sixty-five percent (65%).
- (3) All building mechanical systems such as air conditioning units, exhaust systems, satellite dishes, fire escapes, elevator housing, and other similar elements (including dumpsters) shall be integrated into the overall design and character of the building and screened from view. In addition, sound attenuation devices shall be installed on all equipment to minimize noise pollution at any adjacent residential property line.
- (4) Site Lighting - light fixtures shall be shielded to reduce light spillage beyond the extent of the property line; provided, however, that at no point shall any light trespass onto adjacent residential properties that exceeds 0.1 foot-candles at the residential property line. No light shall trespass onto adjacent non-residential properties that exceeds 1.0 foot-candles at the non-residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements.



- (5) Site Amenities to Promote Transit Use
  - (a) Wayfinding signage shall be provided to clearly identify on-site pedestrian walks, trails, and other facilities and provide direction to and from nearby transit facilities
  - (b) Pedestrian scaled lighting shall be positioned along on-site pedestrian walks and trails such that lighting levels along them maintain a consistent 0.3 foot-candles.

**E. Off-Street Parking and Loading Requirements.**

- (1) Motor Vehicle Parking. All parking spaces used for parking motor vehicles shall measure not less than 9 feet by 19 feet. Upon approval by the Board of Commissioners, up to 25% of the total number of parking spaces may be designated as compact, which shall measure no less than 8 feet by 16 feet.
- (2) Required Number of Parking Spaces. Unless otherwise approved in accordance with provisions of this subsection, the following requirements shall be met:
  - (a) Residential Units – a minimum of 1.2 spaces per dwelling unit.
  - (b) All other permitted uses shall provide parking in accordance with § 280-103.B of the Zoning Code.
- (3) Off street loading shall comply with § 280-104.
- (4) The applicant shall designate at least one (1) space for carpooling for every fifty (50) automobile parking spaces. These spaces shall be those next closest in proximity to building entrances after those provided for ADA parking. The applicant shall provide at least five (5) preferred carpooling parking spaces and shall not be required to provide more than twenty-five (25) preferred carpooling spaces. The applicant shall determine the minimum number of vehicle occupants that will constitute a car pool.
- (5) The applicant shall provide bicycle facilities at a ratio of at least one (1) bicycle space/rack for every twenty (20) automobile parking spaces. These spaces/racks shall be located within a principal or accessory structure or in an area shielded from the weather no more than fifty (50) feet from the entrance of a principal building. Each space/rack shall include a metal anchor sufficient to secure the bicycle frame when used in conjunction with a user-supplied lock. The applicant shall provide at least three (3) spaces/racks and shall not be required to provide more than fifty (50) spaces/racks. The applicant shall also provide, as part of the bicycle facilities, lockers and showers within the office/mixed use buildings for use by tenants and their employees.
- (6) The applicant shall implement a car share program on-site to provide an incentive not to drive to work and to utilize the mass transit system, by making a car available for business trips during the working day. The applicant shall provide a minimum of 1% of the total number of off-street parking spaces proposed on the site to be dedicated to the car share program. The applicant shall provide at least three (3) cars and spaces and shall not be required to provide more than fifteen (15) cars and spaces. The car share program shall be with a nationally recognized car share organization/operator, unless the applicant can demonstrate to the satisfaction of the Board of Commissioners, in their sole discretion, that a local operator has the capabilities to provide a sustainable car share program. Tenants/occupants may provide their own fleet vehicles to serve the same purpose in lieu of their proportion of a site's car share program.
- (7) Reduction in Parking and/or Loading Requirements: Two or more Uses in a development may provide for required parking/loading in a common parking lot or loading area so long

as the total of the spaces provided is not less than the total number of the spaces required for each use individually except, the Board of Commissioners may permit a reduction in the sum total of the required parking and/or loading for all of the uses based on the following:

- (a) Where there are efficiencies derived by shared parking and/or loading for uses which have complementary peak demands, the applicant shall submit parking/loading generation data, based upon standard methodology (such as that published by the Urban Land Institute or from actual studies within the region or regions with similar access to transit) sufficient for the Township to determine the appropriate reduction. The applicant shall adequately demonstrate to the Board that the hours or days of peak parking or loading needed by the individual uses are so different or the documented projected use of transit is significant enough that a lesser number of spaces or berths will still provide adequate parking/loading for all uses proposed as part of the application. The required number of off-street parking or loading spaces shall not be reduced by more than 25%.

**F. Signs.** In addition to the regulations set forth in Article XXI of this Chapter, the following provisions shall apply to all signs in the Mixed Use Overlay. Only the signs listed below and signs listed under Section 280-120, Exempt Signs, are permitted within the Mixed Use Overlay.

(1) Business Development Signs

- (a) One (1) development sign shall be permitted for every 500 feet of road frontage or portion thereof. However, no more than two (2) such signs shall be permitted.
- (b) Shall not exceed 50 square feet in sign area.
- (c) Shall not exceed 6 feet in height.
- (d) May be placed within any required front yard; but no closer to the street line than ten (10) feet.

(2) Business Directory Signs

- (a) Directory signs shall be located within the site so as to allow motorists to pull out of the flow of traffic and safely read the directory, or, shall be placed at the main entrance to a building.
- (b) No more than one (1) directory sign per entrance driveway or per main entrance to a building shall be allowed.
- (c) Directory signs shall not exceed twelve (12) square feet in sign area.
- (d) Freestanding directory signs shall not exceed five (5) feet in height.

(3) Corporate Identification Signs

- (a) Each building shall be permitted one (1) Corporate Identification Wall Sign not to exceed 140 square feet in sign area. Such sign shall be in addition to one permitted wall sign.
- (b) Where there is more than one building on a property, only one (1) building may have an illuminated Corporate Identification Sign. Such sign may be illuminated with internal lighting designed so that when illuminated, only the letters and logos of the sign are visible. No light shall emanate through the background, the borders, sides or any other surface of the sign or its supporting structure.
- (c) A Corporate Identification Sign shall be placed no higher than or extend above any cornice, parapet wall, or building façade.

- (d) A Corporate Identification Sign shall be limited to a single entity's name and/or business logo.
- (4) Wall Sign
  - (a) Each building shall be permitted one (1) Wall Sign not to exceed one hundred (100) square feet. Such sign shall be in addition to one permitted Corporate Identification Sign.
  - (b) In no case shall a Wall Sign exceed a sign height of fifteen (15) feet or project above any cornice, roofline, parapet wall, or building façade.
- (5) Instructional Signs
  - (a) Instructional Signs shall not exceed thirty (30) square feet in sign area or a sign height of six (6) feet.
  - (b) Instructional Signs may be illuminated but shall not blink, flash, or be animated.
- (6) Directional Signs
  - (a) Shall not exceed four (4) square feet in sign area.
  - (b) Sign height shall not exceed three (3) feet.
  - (c) Directional Signs may be illuminated but shall not blink, flash, or be animated.
- (7) Real Estate Signs
  - (a) Signs advertising the sale, rental or development of property or units shall not exceed twenty (20) square feet in area.
  - (b) Shall not exceed a sign height of six (6) feet.
  - (c) No more than one (1) real-estate sign shall be permitted on each street frontage.
  - (d) Shall be non-illuminated.

**G. Outdoor Dining** - shall be permitted as part of a restaurant, banquet facility, or an accessory dining facility, subject to the provisions of Section 280-115.3A of the Zoning Code.

**ARTICLE IV.**

§ 208-118 is amended by adding the following new terms and definitions:

**BUSINESS DEVELOPMENT SIGN** - an on-premises sign located along the road frontage which announces the nature, purpose, or name of the building/enterprise/complex.

**BUSINESS DIRECTORY SIGN** – a sign giving multiple names, logos or trademarks, and/or address of a building housing more than one business on the premises where it is located.

**ARTICLE V.**

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

**ARTICLE VI.**

Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners of Radnor Township, that this Ordinance would have

been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included therein.

**ARTICLE VII.**

Effective Date. This Ordinance shall become effective in accordance with the Radnor Township Home Rule Charter and the Pennsylvania Municipalities Planning Code.

**ENACTED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2015.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: William A. Spingler  
Title: President

ATTEST: \_\_\_\_\_

H:\Projects\10144\101442010\CivMun\draft PLO amending ordinance-060115.docx

# Trip Generation Analysis

Land Use Description	Variable	Quantity	AM Peak			PM Peak		
			Entering	Exiting	Total	Entering	Exiting	Total
General Office	1,000 SF	250	350	48	398	61	297	358
		300	406	55	461	70	344	414
		400	510	70	580	89	437	526
		500	610	83	693	108	530	638
Medical / Dental Office	1,000 SF	50	95	25	120	44	112	156
		100	189	50	239	81	210	291
		200	378	100	478	152	392	544
Senior Adult Housing- Attached	Dwelling Units	100	7	13	20	14	14	28
		200	14	26	40	27	23	50
Mid-Rise Apartment	Dwelling Units	100	9	19	28	21	16	37
		200	21	48	69	49	36	85
Hotel	Rooms	80	25	17	42	24	24	48
		120	38	26	64	37	35	72
Health / Fitness Club	1,000 SF	25	18	17	35	51	38	89
		50	36	35	71	98	74	172
Bank (w/o Drive-Thru)	1,000 SF	5	-	-	-	27	34	61
Multi-Plex Theater	Screens	10	-	-	-	61	75	136
		16	-	-	-	98	120	218
General Retail	1,000 SF	15	30	19	49	81	87	168
		20	36	22	58	98	106	204
High Turnover / Sit Down Rest.	Seats	75	18	17	35	18	13	31
		125	31	28	59	29	22	51

### Development Scenario #1

Land Use Description	Variable	Quantity	AM Peak			PM Peak		
			Entering	Exiting	Total	Entering	Exiting	Total
General Office	SF	300,000	406	55	461	70	344	414
Mid-Rise Apartments	Dw Units	150 (150,000 sq ft)	25	17	42	24	24	48
High Turnover / Sit Down Rest.	Seats	160 (5,000 sq ft)	41	37	78	38	29	67
Health / Fitness Club	SF	25,000	18	17	35	51	38	89
<b>Total</b>		<b>480,000 sq ft</b>	<b>490</b>	<b>126</b>	<b>616</b>	<b>183</b>	<b>435</b>	<b>618</b>
<b>General Office</b>	<b>SF</b>	<b>475,000 sq ft</b>	<b>586</b>	<b>80</b>	<b>666</b>	<b>104</b>	<b>506</b>	<b>610</b>

### Development Scenario #2

Land Use Description	Variable	Quantity	AM Peak			PM Peak		
			Entering	Exiting	Total	Entering	Exiting	Total
General Office	SF	250,000	350	48	398	61	297	358
Mid-Rise Apartments	Dw Units	150 (150,000 sq ft)	15	35	50	36	27	63
Multi-Plex Theater	Screens	10 (44,000 sq ft)	0	0	0	61	75	136
High Turnover / Sit Down Rest.	Seats	160 (5,000 sq ft)	41	37	78	38	29	67
<b>Total</b>		<b>449,000 sq ft</b>	<b>406</b>	<b>120</b>	<b>526</b>	<b>196</b>	<b>428</b>	<b>624</b>
<b>General Office</b>	<b>SF</b>	<b>475,000 sq ft</b>	<b>586</b>	<b>80</b>	<b>666</b>	<b>104</b>	<b>506</b>	<b>610</b>

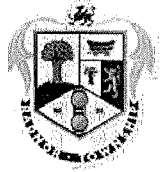
### Development Scenario #3

Land Use Description	Variable	Quantity	AM Peak			PM Peak		
			Entering	Exiting	Total	Entering	Exiting	Total
General Office	SF	300,000	406	55	461	70	344	414
Hotel	Rooms	100 (63,000 sq ft)	32	22	54	31	30	61
Mid-Rise Apartments	Dw Units	190 (190,000 sq ft)	20	45	65	46	34	80
<b>Total</b>		<b>553,000 sq ft</b>	<b>458</b>	<b>122</b>	<b>580</b>	<b>147</b>	<b>408</b>	<b>555</b>
<b>General Office</b>	<b>SF</b>	<b>475,000 sq ft</b>	<b>586</b>	<b>80</b>	<b>666</b>	<b>104</b>	<b>506</b>	<b>610</b>

### Development Scenario #4

Land Use Description	Variable	Quantity	AM Peak			PM Peak		
			Entering	Exiting	Total	Entering	Exiting	Total
General Office	SF	200 (200,000 sq ft)	293	40	333	51	251	302
Mid-Rise Apartments	Dw Units	150 (150,000 sq ft)	15	35	50	36	27	63
General Retail	SF	15,000	30	19	49	81	87	168
High Turnover / Sit Down Rest.	Seats	160 (5,000 sq ft)	41	37	78	38	29	67
Hotel	Rooms	100 (63,000 sq ft)	32	22	54	31	30	61
<b>Total</b>		<b>433,000 sq ft</b>	<b>411</b>	<b>153</b>	<b>564</b>	<b>237</b>	<b>424</b>	<b>661</b>
<b>General Office</b>	<b>SF</b>	<b>475,000 sq ft</b>	<b>586</b>	<b>80</b>	<b>666</b>	<b>104</b>	<b>506</b>	<b>610</b>

**Radnor Township**  
**PROPOSED LEGISLATION**  
**ADOPTION**



**FROM:** Kevin W. Kochanski, Community Development Director  
**SUBJECT:** 2013 Food Code Regulations  
**DATE:** June 9, 2015

---

**LEGISLATION:**

Ordinance #2015-03 amends Chapter 170 of the Radnor Township Code, "Food Regulations", by revising the provisions contained therein to reflect amendments to the Department of Agriculture Food Code (7 Pa. Code §§ 46.1 – 46.1201) and the adoption of the Retail Food Facility Safety Act of 2010 (3 Pa.C.S. §§ 5701 – 5714).

**LEGISLATIVE HISTORY:**

The existing Chapter 170 regulations are based on the 2003 Department of Agriculture Food Code. In mid-2014, the State of Pennsylvania passed the 2013 Department of Agriculture update to these regulations. The proposed ordinance will make Radnor Township's regulations consistent with the updated State's regulation and the Retail Food Facility Safety Act of 2010.

**FISCAL IMPACT:**

This ordinance is not expected to have any impact on the Budget.

**RECOMMENDED ACTION:**

I would respectfully request that the Ordinance adopted on June 15, 2015.

Thank you for your consideration.



**ORDINANCE NO. 2015-03**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 170 OF THE RADNOR TOWNSHIP CODE, "FOOD REGULATIONS", BY REVISING THE PROVISIONS CONTAINED THEREIN TO REFLECT AMENDMENTS TO THE DEPARTMENT OF AGRICULTURE FOOD CODE (7 Pa. Code §§ 46.1 – 46.1201) AND THE ADOPTION OF THE RETAIL FOOD FACILITY SAFETY ACT OF 2010 (3 Pa.C.S. §§ 5701 – 5714).**

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

**ARTICLE I.**

§ 170-1 of the Radnor Township Code, entitled "Adoption of code by reference", is hereby renamed "State act and regulations adopted by reference", and the contents of § 170-1 is hereby amended to read as follows:

**§ 170-1. State act and regulations adopted by reference**

Certain documents on file in the office of the Secretary of the Township of Radnor, being marked and designated as the "Department of Agriculture Food Code" (7 Pa. Code §§ 46.1 – 46.1201) ("PA Food Code") and the "Retail Food Facility Safety Act of 2010" (3 Pa.C.S. §§ 5701 – 5714) ("PA Food Safety Act") (under which statutory provisions the Code regulations were issued) are hereby adopted as the Food Code of Radnor Township, Delaware County, Pennsylvania, in the Commonwealth of Pennsylvania, for the control and regulation of food facilities as herein provided; and all the provisions, penalties, conditions and terms of the Department of Agriculture Food Code and the Retail Food Facility Safety Act of 2010, are hereby referred to, adopted and made a part hereof as if fully set forth in this chapter, with certain additions, deletions and amendments as set forth in this chapter.

**ARTICLE II.**

The contents of § 170-2 of the Radnor Township Code, entitled "Modifications", are hereby deleted in its entirety and the following new language is substituted, so that § 170-2 reads:

**§ 170-2. Modifications**

A. The following sections and subsections of the PA Food Code are hereby added, deleted, or amended as set forth below:

1. 7 Pa. Code § 46.3. Definitions.

(a) Department - Delete the reference to "Department of Agriculture" and insert the "Department of Community Development of Radnor Township" in its place, so that the definition of "Department" reads as follows:

*Department* – The Department of Community Development of Radnor Township. The term is synonymous with the term "regulatory authority" in Subpart 1-201 of the Model Food Code, regarding applicability and terms defined.

(b) Insert the term, and definition, of "Director" to read as follows:

*Director* – The Director of Community Development charged with the administration and enforcement of this code, or his duly authorized representative.

(c) License - Delete the current definition and insert new language to read as follows:

*License* – An annual license issued by the Department of Community Development to operate a public eating and drinking place, a food establishment, a retail food establishment, food facility or a mobile food facility. License fees shall be charged in accordance with Chapter **162** (Fees) of the Township Code.

(d) Licensor - Delete the current definition and insert new language to read as follows:

*Licensor* – The "Department of Community Development of Radnor Township".

(e) Delete the term, and definition, of "Secretary."

(f) Retail food facility – Revise the definition to read as follows:

*Retail food facility* – A public eating or drinking place or a retail food establishment located within the Township of Radnor. The term is synonymous with the term "food establishment" in Subpart 1-201 of the Model Food Code.

(g) Insert the term, and definition of, "Township" to read as follows:

*Township* – The Township of Radnor, Delaware County, in the Commonwealth of Pennsylvania.

2. Subchapter H of the PA Food Code, ADMINISTRATIVE

PROCEDURES (7 Pa. Code § 46.1101 – 46.1144)

(a) Delete the reference to, and address of, the “Department of Agriculture” in § 46.1102(b) and insert the term, and address, of the “Department of Community Development of Radnor Township” in its place, so that § 46.1102(b) reads as follows:

(b) *Written request.* A person seeking an approval from the Department or a licensor under this chapter shall submit a written request for approval to the entity from which approval is sought. If approval is sought from the Department, the written request shall be mailed or delivered to the following address:

Department of Community Development of Radnor Township  
301 Iven Avenue  
Wayne, PA 19087

(b) Add the following sentence to § 46.1141(a): “Such license shall be conspicuously displayed on the premises as specified in § 46.1144(1).” § 46.1141(a) should read as follows:

(a) *General requirement.* A person may not operate a retail food facility without a valid license issued by the Department or licensor, unless otherwise provided in subsection (b). Such license shall be conspicuously displayed on the premises as specified in § 46.1144(1).

(c) Revise, delete, and renumber the current contents of § 46.1141(c), “License interval”, so that § 46.1141(c) reads as follows:

(c) *License interval.*

(1) Except as set forth in Paragraph (c)(2), a license certificate issued by the Department shall be granted for a period of one year, on a calendar-year basis. Licenses issued during the year will expire at the end of the calendar year, at which time a new license fee shall be paid. Fees charged shall be in accordance with Chapter 162 (Fees) of the Code of the Township of Radnor.

(2) *6 month license interval*

(i) The license interval is 6 months with respect to a retail food facility that serves a highly susceptible population or that conducts specialized processes such as smoking, curing or reduced oxygen packaging to extend shelf life.

(ii) Examples of the type of retail food facility that would typically be subject to the 6-month license interval in subparagraph (i) are preschools, hospitals, nursing homes and establishments conducting processing at retail.

(iii) The license interval for a retail food facility is 6 months if the retail food facility...is newly-licensed or has not yet demonstrated to the Department, through historical documentation, that it has achieved and documented active managerial control of the foodborne illness risk factors in paragraph (1). Active managerial control is achieved and documented when the conditions in subsection (d) are achieved by the licensee.

(d) The following language should be added to both §§ 46.1143(a)(4) and 46.1143(b): “Fees charged shall be in accordance with Chapter 162 (Fees) of the Code of the Township of Radnor.”

§ 46.1143(a)(4) should read as follows:

(4) The required fee is submitted. Fees charged shall be in accordance with Chapter 162 (Fees) of the Code of Radnor Township.

§ 46.1143(b) should read as follows:

(b) *License renewal.* The retail food facility operator of an existing retail food facility shall submit an application, the required fee and be in compliance with this chapter prior to issuance of a renewed license by the Department or a licensor. Fees charged shall be in accordance with Chapter 162 (Fees) of the Code of Radnor Township.

(e) Insert a new § 46.1145, entitled “Violations and Penalties”, to the Food Code to read as follows:

§ 46.1145. Violations and penalties. Any person, firm, or corporation who shall violate any provision of this code shall, upon conviction thereof, be subject to a fine of not more than \$1,000. Each day that a violation continues shall constitute a separate offense.

B. The following sections and subsections of the PA Food Safety Act (3 Pa.C.S. §§ 5701 – 5714) are hereby added, deleted, or amended as set forth below:

1. § 5702. Definitions.

- (a) Department - Insert the term, and definition of, “Department” to read as follows:

*Department* – The Department of Community Development of Radnor Township. The term is synonymous with the term “regulatory authority” in Subpart 1-201 of the Model Food Code, regarding applicability and terms defined.

- (b) Licensor - Delete the current definition and insert new language to read as follows:

*Licensor* – The “Department of Community Development of Radnor Township.

- (c) Retail food facility – Revise the definition to read as follows:

*Retail food facility* – A public eating or drinking place or a retail food establishment located within the Township of Radnor. The term is synonymous with the term “food establishment” in Subpart 1-201 of the Model Food Code

2. § 5703. License required.

- (a) § 5703(b). Exempt retail food facilities – The provision contained therein which reads: “If the licensor is the department, the exemption shall be accomplished by order of the secretary and published in the Pennsylvania Bulletin. If the licensor is an entity other than the department, the exemption shall be accomplished by order of the local government unit or units having jurisdiction over the licensor. A retail food facility that is exempted from the license requirements under this section shall remain subject to inspection and all other provisions of this subchapter.”

Shall be revised to read as follows:

If the licensor is the department, the exemption shall be accomplished by order of the local government unit or units having jurisdiction over the licensor. A retail food facility that is exempted from the license requirements under this section shall remain subject to inspection and all other provisions of this subchapter.

- (b) § 5703(d) – Revise to read as follows:

*Application requirement.* Any person owning or operating or desiring to operate a retail food facility within this Township shall make

application for a license to the department on forms furnished by the licensor. The forms shall, at a minimum, set forth such information as the department may require. Application forms shall include the name and address of the applicant, together with all the other information deemed necessary to identify the applicant, provide contact information for the applicant, identify the location of the retail food facility that is the subject to the application and facilitate the department's processing of the application.

(c) § 5703(e)(2) – Delete in its entirety.

(d) § 5703(f) – Delete in its entirety.

(e) § 5703(i)(2)(i) – Revise to read as follows:

If a retail food facility licensed by the department is in violation of a provision of this subchapter, or of a regulation promulgated under authority of this subchapter, or of any other act related to public health and being applicable to retail food facilities, the department may suspend or revoke the license. The suspension of a license shall be terminated when the violation for which it was imposed has been found, upon inspection by the licensor, to have been corrected. Whenever a license is suspended or revoked, no part of the fee paid therefore shall be returned to the proprietor.

(e) § 5703(j) – Delete the current contents and insert new language to read as follows:

(j) *Fees.* “Fees charged shall be in accordance with Chapter 162 (Fees) of the Code of the Township of Radnor.”

3. § 5707. Powers of department.

Revise §§ 5707(b) and 5707 (c) to read as follows:

**(b) Food service at schools and organized camps.—**

(1) The Department shall provide for the inspection of a food service at a school and shall require that school food service personnel receive the necessary training in accordance with the standards applied to retail food facilities for schools located in areas in which the Department itself is the licensor.

(2) The Department shall provide for the inspection of a food service at organized camps and shall require that food service personnel at organized camps receive the necessary training in

accordance with the standards applied to retail food facilities for organized camps located in areas in which the Township department is itself the licensor.

**(c) Inspection.**--If a licensor fails to inspect a retail food facility as required under section 5703(e)(relating to license required), the Department of Agriculture of the Commonwealth shall have the authority to license and inspect all retail food facilities under that licensor's jurisdiction, and the licensor that failed to comply with the inspection requirement shall not charge or collect any fee for licensing subject retail food facilities. If the Department of Agriculture of the Commonwealth conducts an inspection, it shall, within 30 days, provide the licensor a copy of the inspection report.

4. § 5711. Toilets, sinks and drains

The following language should be added to § 5711: “A plumbing system shall be designed, constructed and installed in accordance with Chapter **218** (Plumbing Standards) of the Code of the Township of Radnor. All plumbing systems and hoses conveying water shall be constructed and repaired with approved materials in accordance with Chapter **218** (Plumbing Standards) of the Code of the Township of Radnor. At least one toilet and not fewer than the toilets (and urinals, if used), shall be provided in accordance with Chapter 218 (Plumbing Standards) of the Code of the Township of Radnor.”

§ 5711 should read as follows:

All toilets, hand-wash sinks, tubs, sinks and drains used in or in connection with any retail food facility shall at all times be kept in a clean and sanitary condition. A plumbing system shall be designed, constructed and installed in accordance with Chapter **218** (Plumbing Standards) of the Code of the Township of Radnor. All plumbing systems and hoses conveying water shall be constructed and repaired with approved materials in accordance with Chapter **218** (Plumbing Standards) of the Code of the Township of Radnor. At least one toilet and not fewer than the toilets (and urinals, if used), shall be provided in accordance with Chapter 218 (Plumbing Standards) of the Code of the Township of Radnor.

5. 3 Pa.C.S. § 5714. Penalties

Delete the current contents and insert new language to read as follows:

Any person, firm, or corporation who shall violate any provision of this act shall, upon conviction thereof, be subject to a fine of not more than \$1,000. Each day that a violation continues shall constitute a separate offense.

**ARTICLE III.** Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**ARTICLE IV.** 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.

**ARTICLE V.** Effective Date. This Ordinance shall become effective in accordance with the Radnor Township Home Rule Charter.

**ENACTED** and **ORDAINED** by the Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**RADNOR TOWNSHIP  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Name: William Spingler  
Title: President

ATTEST: \_\_\_\_\_  
Robert 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 †  
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GREGORY E. GRIM †  
PETER NELSON \*  
PATRICK M. ARMSTRONG  
SEAN M. GRESH  
COLBY S. GRIM  
DIANE M. SODANO \*  
JOEL STEINMAN  
KELLY L. EBERLE †  
MATTHEW J. MCHUGH  
MATTHEW E. HOOVER

\* ALSO ADMITTED IN NEW JERSEY  
† ALSO ADMITTED IN NEW YORK  
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♦ ALSO A CERTIFIED PUBLIC ACCOUNTANT

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PLEASE REPLY TO:  
PERKASIE

John B. Rice  
e-mail: [jrice@grimlaw.com](mailto:jrice@grimlaw.com)

JOHN FREDERIC GRIM, OF COUNSEL

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

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

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

May 19, 2015

**VIA ELECTRONIC CORRESPONDENCE**

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

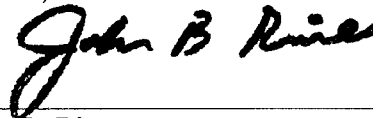
Re: Radnor Township – Food Code Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the May 28<sup>th</sup> 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 June 15, 2015. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Robert Zienkowski, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

**GRIM, BIEHN & THATCHER**



By: \_\_\_\_\_

John B. Rice

JBR/hlp

Enclosure

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

LEGAL NOTICE

Notice is hereby given that the Radnor Township Board of Commissioners will consider for possible enactment an ordinance amending Chapter 170 of the Radnor Township Code, "Food Regulations", by revising the provisions contained therein to incorporate amendments from the Department of Agriculture Food Code (7 Pa. Code §§ 46.1 – 46.1201) and from the Retail Food Facility Safety Act of 2010 (3 Pa. C.S. §§5701-5714). The title and summary of the Ordinance is as follows:

**ORDINANCE NO. 2015-03**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 170 OF THE RADNOR TOWNSHIP CODE, "FOOD REGULATIONS", BY REVISING THE PROVISIONS CONTAINED THEREIN TO REFLECT AMENDMENTS TO THE DEPARTMENT OF AGRICULTURE FOOD CODE (7 Pa. Code §§ 46.1 – 46.1201) AND THE ADOPTION OF THE RETAIL FOOD FACILITY SAFETY ACT OF 2010 (3 Pa.C.S. §§ 5701 – 5714).**

The Board of Commissioners will hold a public hearing on June 15, 2015, 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider Ordinance 2015-03. 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

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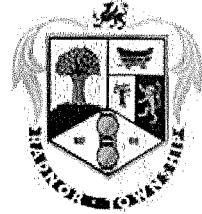
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# MEMORANDUM

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**TO:** BOARD OF COMMISSIONERS  
**FROM:** KEVIN W. KOCHANSKI, DIRECTOR/ZONING OFFICER  
**SUBJECT:** ZONING HEARING BOARD APPEAL #2948  
**DATE:** 6/9/2015  
**CC:** ROBERT A. ZIENKOWSKI, MANAGER



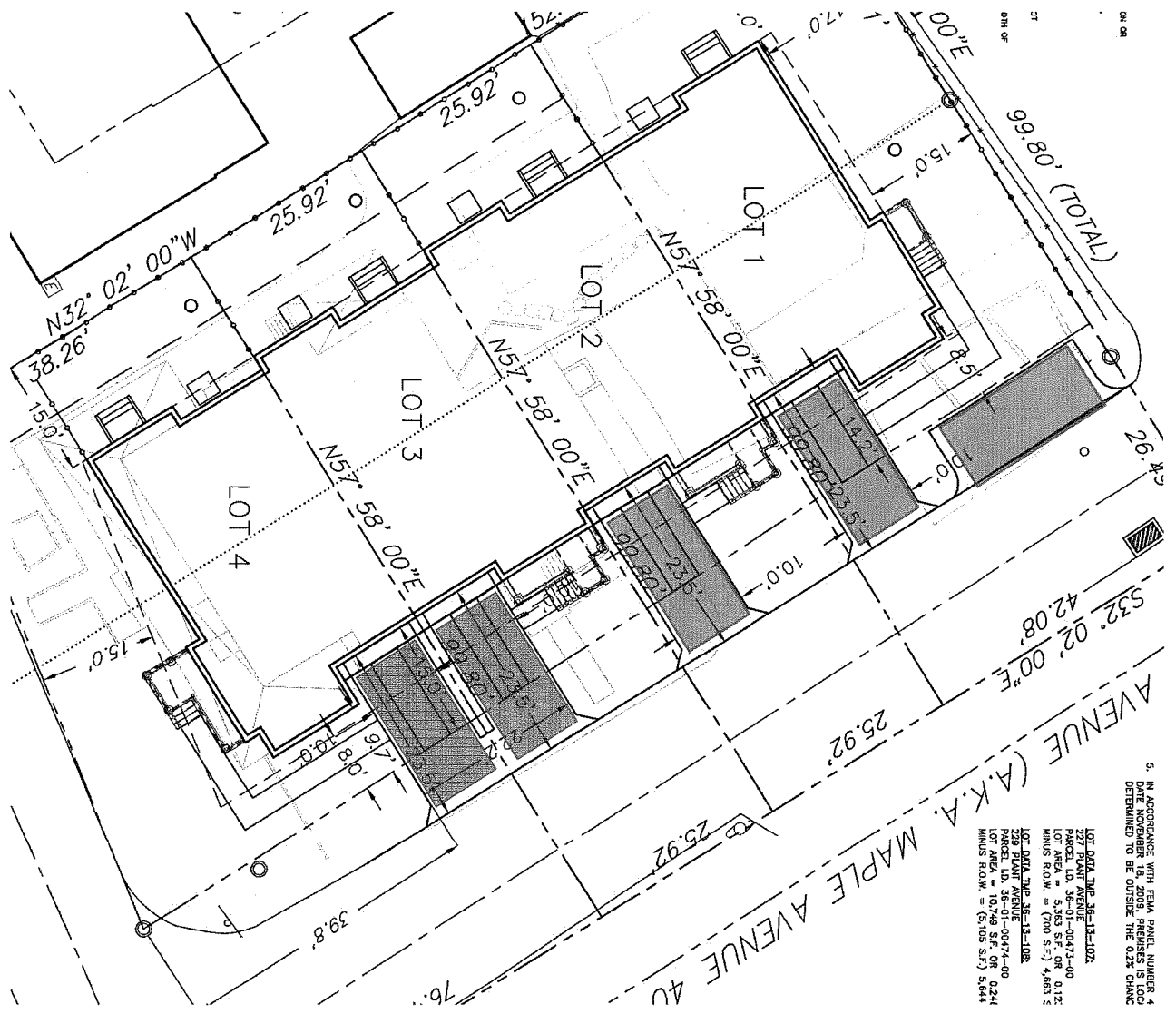
**COMMUNITY DEVELOPMENT  
DEPARTMENT**

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I respectfully request authorization for John Rice to attend the Zoning Hearing Board meeting to oppose Appeal #2948 – The applicant DTL Holdings LP, property located at 227-229 Plant Avenue and zoned C-3 Service Commercial District. The applicant is seeking relief regarding off-street parking requirements. My request is based on the following:

1. The applicant is claiming that they are not creating or increasing a non-conformity. I do not believe this to be accurate. While the site may be non-conforming to the number and location of existing parking spaces, it is my contention that under the current proposal, the applicant would be further increasing the non-conformity.
2. Allowing required “off-street” parking spaces to extend into the right-of-way could create visibility issues not only for vehicles and pedestrians utilizing Plant and Willow Avenues, but also for the owner/occupants of this development trying to back out of their driveways.
3. The applicant is proposing entirely new dwelling units on this site. As such, it is completely within the applicant’s control to design buildings of such size and shape that allow for full compliance with the code. Previously in 2014, the applicant received relief to allow a development of this magnitude. It is my opinion that granting of even more relief would provide a much more intense development with more density and massing on a site that otherwise would not be permitted or previously existed.

	Existing Condition	Proposed Condition
Impervious Coverage	4,960 sf	5,045 sf
Building Coverage	2,519 sf	4,421 sf



5. IN ACCORDANCE WITH FEMA PANEL NUMBER 4  
 DATE NOVEMBER 19, 2009, PREVIOUS IS LOC  
 DETERMINED TO BE OUTSIDE THE 0.2% CHANCE

LOT DATA SHEET 36-13-102  
 227 PLANT AVENUE  
 PARCEL ID: 36-01-00473-00  
 LOT AREA = 5,383 S.F. OR 0.12  
 MINUS ROW = (700 S.F.) 4,683 S

LOT DATA SHEET 36-13-108  
 228 PLANT AVENUE  
 PARCEL ID: 36-01-00474-00  
 LOT AREA = 10,748 S.F. OR 0.24  
 MINUS ROW = (5,108 S.F.) 5,644

**DEED BOOK 1370 PAGE 1886**  
**PARCEL ID 36-01-00708-00**

**N/E CABRINI COLLEGE**

**DEED BOOK 5548 PAGE 1380**  
**PARCEL ID 36-01-00475-00**

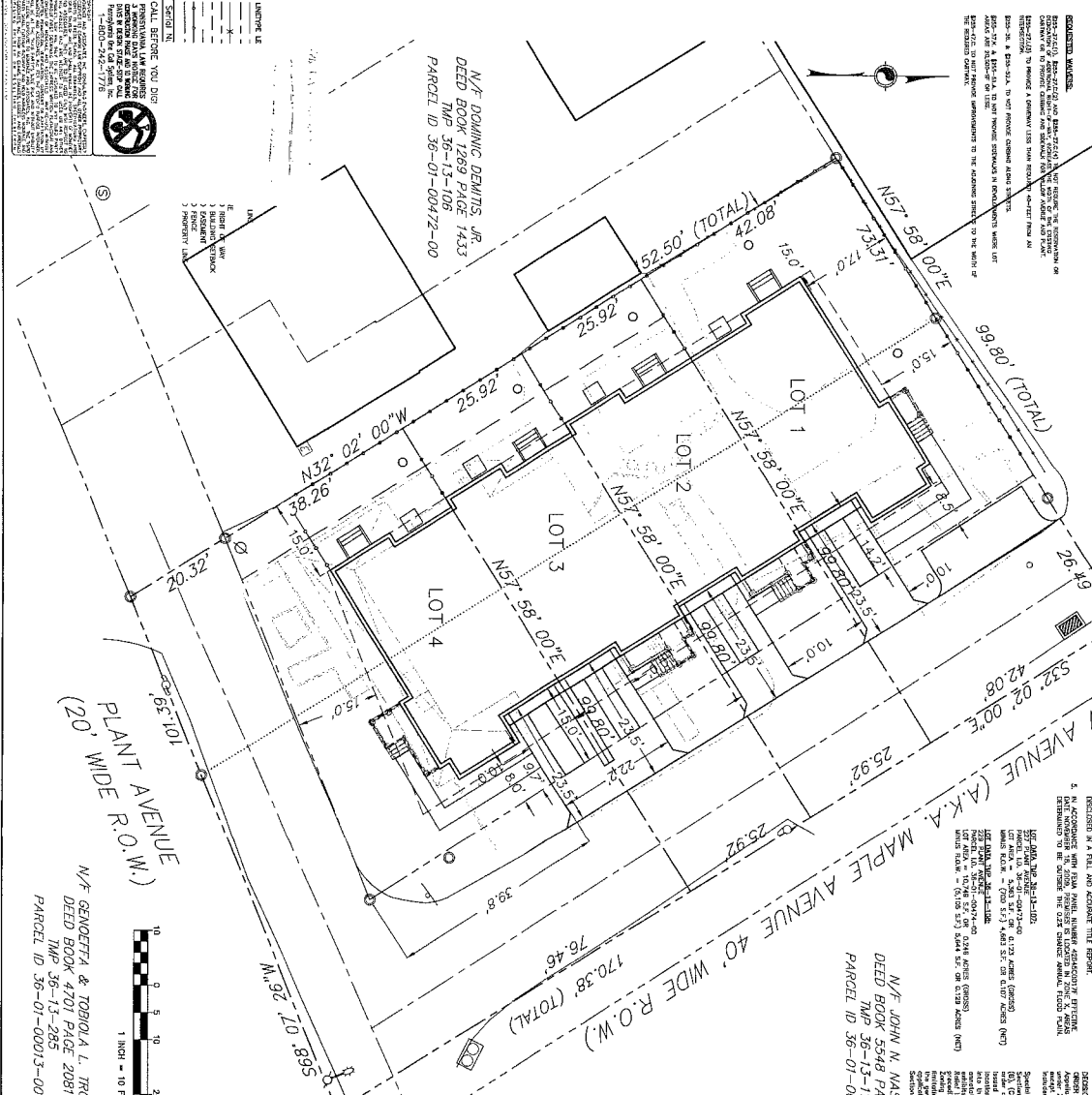
**N/E JOHN N. NASH JR**

**DEED BOOK 4701 PAGE 2081**  
**PARCEL ID 36-01-00013-00**

**N/E GENOVEFA & TOROIA L. JROSSINI**

**DEED BOOK 1269 PAGE 1433**  
**PARCEL ID 36-01-00472-00**

**N/E DOMINIC DENNITS, JR**



**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. THE EXISTING AND PROPOSED LOTS ARE TO BE CONSIDERED AS ONE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.
3. THE EXISTING AND PROPOSED LOTS ARE TO BE CONSIDERED AS ONE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.
4. THE EXISTING AND PROPOSED LOTS ARE TO BE CONSIDERED AS ONE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.
5. THE EXISTING AND PROPOSED LOTS ARE TO BE CONSIDERED AS ONE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.

**PRELIMINARY/FINAL LAND DEVELOPMENT PLANS**

**MOMENE & ASSOCIATES, INC.**  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 524 COUNTY LINE ROAD, BETHLEHEM, PA 18010 PHONES: (610) 977-3300 FAX: (610) 977-8008

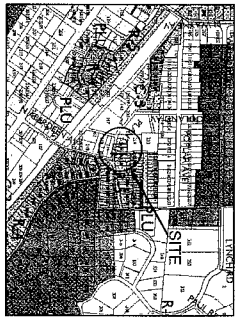
**REGIONAL PLAN**  
 227 & 229 PLANT AVENUE  
 HANOVER TOWNSHIP - VOLUNTEER COUNTY - PENNSYLVANIA

**DATE:** MARCH 23, 2010  
**SHEET NO.:** 2  
**TOTAL SHEETS:** 15

**APPROVED:**

**DATE:** MARCH 23, 2010

**SCALE:** 1" = 10 FT.



**RESIDENTIAL ZONING REGULATIONS**

RESIDENTIAL ZONING DISTRICT	R-1
MINIMUM LOT AREA	10,000 SQ. FT.
MINIMUM FRONT YARD SETBACK	10 FT.
MINIMUM SIDE YARD SETBACK	5 FT.
MINIMUM REAR YARD SETBACK	5 FT.
MINIMUM FRONT SETBACK	5 FT.
MINIMUM SIDE SETBACK	5 FT.
MINIMUM REAR SETBACK	5 FT.
MINIMUM FRONT SETBACK	5 FT.
MINIMUM SIDE SETBACK	5 FT.
MINIMUM REAR SETBACK	5 FT.

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. THE EXISTING AND PROPOSED LOTS ARE TO BE CONSIDERED AS ONE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.
3. THE EXISTING AND PROPOSED LOTS ARE TO BE CONSIDERED AS ONE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.
4. THE EXISTING AND PROPOSED LOTS ARE TO BE CONSIDERED AS ONE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.
5. THE EXISTING AND PROPOSED LOTS ARE TO BE CONSIDERED AS ONE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.

**APPROVED:**

**DATE:** MARCH 23, 2010

**SCALE:** 1" = 10 FT.

**RADNOR TOWNSHIP ZONING HEARING BOARD**

**APPEAL NO. 2923**

**APPEAL OF DTL HOLDINGS, LP**, premises located at 227-229 Plant Avenue and zoned C-3. Appellant seeks a special exception under Zoning Code Section 280-101(A)(1) in order to change the existing nonconforming use of a multiple-family dwelling to four townhomes, and a special exception under Zoning Code Section 280-105(F) to permit parking in the front yard setback. In the alternative, Appellant seeks variances from the following Zoning Code provisions: Section 280-55 – Use; Section 280-56(A) – lot area and width; Section 280-56(B) – building area; Sections 280-56 (C), (D), and(E) - front, side and rear yard setbacks; Section 280-57(A) – required buffer; Section 280-103(B)(1) – required number of parking spaces; and Section 280-105(F) – parking within the front yard setback. In addition, Appellant seeks any other zoning or alternative relief required pursuant to the Plans submitted with this Appeal.

**DECISION OF THE ZONING HEARING BOARD**

**ORDER**

Appellant has withdrawn its requests for parking relief except for the special exception under Zoning Code Section 280-105(F) to permit parking in the front yard setback, so except for the aforesaid special exception, relief from parking requirements no longer is included within the scope of this Appeal.

Special exceptions under Zoning Code Section 280-101(A)(1) and under Zoning Code Section 280-105(F) are granted; variances under Zoning Code Sections 280-56 (A), (B), (C), (D), and (E), and under Zoning Code Section 280-57(A), are granted, the order of the Zoning Officer is reversed, and an appropriate permit is ordered to be issued for the construction of Appellant’s proposed four townhomes, in the precise location and manner shown on those certain plans (the “Plans”) which have been entered into the record as Appellant’s Exhibits “A-4” and “A-5” (the “A-4” Plan having been annotated by Appellant at the hearing), and otherwise in accordance with the other exhibits and testimony made part of the record, to the extent consistent with the Plans. Relief is granted only from the Zoning Code Sections specifically enumerated in the preceding sentence, and no relief is granted with respect to any other provision of the Zoning Code, or with respect to any other Township ordinances, including without limitation the Township’s Subdivision and Land Development Ordinance. Without limiting the generality of the preceding sentence, no relief is granted with respect to any applicable parking requirements except only for a special exception under Zoning Code Section 280-105(F) to permit parking in the front yard setback.

**BY ORDER OF THE ZONING HEARING BOARD**

/s/ NOAH D. CUTLER, CHAIRMAN

/s/ BRADLEY DELIZIA, VICE CHAIRMAN

/s/ WILLIAM MARTIN

/s/ JOHN REILLY

**OCTOBER 31, 2014: THIS DECISION SHALL EXPIRE IF THE APPLICANT FAILS TO  
OBTAIN A BUILDING PERMIT WITHIN SIX (6) MONTHS FROM THIS DATE:  
OCTOBER 31, 2014**

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## MEMORANDUM

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**TO:** BOARD OF COMMISSIONERS  
**FROM:** KEVIN W. KOCHANSKI, DIRECTOR/ZONING OFFICER  
**SUBJECT:** GARRETT HILL PRIVATE GARAGE ORDINANCE AMENDMENT  
**DATE:** 6/3/2015  
**CC:** ROBERT A. ZIENKOWSKI, MANAGER



Community  
Development  
Department

---

At the June 1, 2015 Township Planning Commission Meeting, the Planning Commission approved a motion (8-0), under new business, to request that the Board of Commissioners authorize staff to prepare an amendment to the Zoning Ordinance, Chapter 280, Section 49.12B to remove the word "private" from the provision referring to "private garages".

If authorized, staff can prepare an amendment for your consideration/introduction at one of your future meetings. If the language of this section of the Code is not what was intended, there may be other similar provisions that have not yet been identified. Given the significant amount of time and effort that the Garrett Hill Community put into creating the language of the Garrett Hill Zoning Ordinance provisions, it may be prudent to take this opportunity to re-engage the community as a whole to revisit this issue and any other concerns that there might be; in-lieu-of a piecemeal approach to ordinance revisions.



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## MEMORANDUM

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**TO:** BOARD OF COMMISSIONERS  
**FROM:** KEVIN W. KOCHANSKI, DIRECTOR/ZONING OFFICER  
**SUBJECT:** MEDICAL OFFICE ORDINANCE AMENDMENT  
**DATE:** 6/3/2015  
**CC:** ROBERT A. ZIENKOWSKI, MANAGER



Community  
Development  
Department

---

At the June 1, 2015 Township Planning Commission Meeting, the Planning Commission approved a motion (8-0), under new business, to request that the Board of Commissioners authorize staff to prepare an amendment to the Zoning Ordinance, Chapter 280, Section 103.B to require separate parking calculations for Medical Office Uses.

Parking for Medical Office Uses are currently regulated under Section 280-103.B(11) – Office Buildings or banks. Over the course of the last few months, concerns have been raised that Medical Offices require more parking the standard Business Offices. The Planning Commission would like to take this opportunity to address this concern. It is not uncommon for Medical Office Uses to have different standards from General Office Uses.

If authorized, staff can prepare an amendment for your consideration/introduction at your July 13, 2015 Meeting.

Discussion of zoning  
amendment process in general,  
and as it relates to the PLO  
zoning district, including  
impacts on the Second Ward  
*(Per Commissioner Booker)*

**ORDINANCE NO. 2015-06**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA,  
AMENDING CHAPTER 270 OF THE CODE OF RADNOR TOWNSHIP VEHICLES AND  
TRAFFIC, REVISING SECTION 57, PARKING METER ZONES ESTABLISHED.**

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendments to Section 270-57 as follows:

**Section 1.** Chapter 270, Vehicles and Traffic, §270, parking meter zones established is hereby amended by revising the location for the meter zones as follows:

Name of Street	Side	Rate	Time Limit	Meters	Location
[Lancaster Avenue	South	1 US Quarter per 15 minutes	15 minutes	5	From the south side of Lancaster Avenue being EL44 to #550, from EL45 to #551, from EL46 to #552, from EL7 to #588, from EL 8 to #589]

Name of Street	Side	Rate	Time Limit	Meters	Location
<u>Lancaster Avenue</u>	<u>South</u>	<u>1 US Quarter per 15 minutes</u>	<u>15 minutes</u>	<u>7</u>	<u>From the south side of Lancaster being meters from #571, #572</u>

**Section 2:** Repealer. All ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

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

**Section 4.** Effective date. This ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

**ENACTED** and **ORDAINED** this 15<sup>th</sup> day of June, 2015.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: William A. Spingler  
Title: President

ATTEST: \_\_\_\_\_  
Robert A. Zienkowski, Secretary

[ ] = Delete \_\_\_ = Add

## **Radnor Township**

# **PROPOSED LEGISLATION**

**DATE:** 05/11/15

**TO:** Robert A. Zienkowski, Township Manager

**FROM:** William A. Colarulo, Police Superintendent

**LEGISLATION:** Ordinance No. 2015-06 request time change of two (2), 2-hour parking spaces, and lowering them to 15-minute parking spaces. This ordinance will lower the time limit on the 100 block of Lancaster Avenue.

**LEGISLATIVE HISTORY:** None.

**PURPOSE AND EXPLANATION:** This will assist the business community in moving people and goods more efficiently while supporting the vitality and the needs of the Wayne Business District.

**FISCAL IMPACT:** None.

**RECOMMENDED ACTION:** The Police Department respectfully requests the Board to consider the amendment at the regular Board of Commissioners Meeting on June 15, 2015.

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 J. MCHUGH  
MATTHEW E. HOOVER

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

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120TH ANNIVERSARY 1895-2015

[www.grimlaw.com](http://www.grimlaw.com)

PLEASE REPLY TO:  
PERKASIE

John B. Rice  
e-mail: [jrice@grimlaw.com](mailto:jrice@grimlaw.com)

JOHN FREDERIC GRIM, OF COUNSEL

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

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

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

May 19, 2015

VIA ELECTRONIC CORRESPONDENCE

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

Re: Radnor Township – Parking Meter Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the May 28<sup>th</sup> 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 June 15, 2015. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Robert Zienkowski, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

**GRIM, BIEHN & THATCHER**

By: 

John B. Rice

JBR/hlp

Enclosure

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

## LEGAL NOTICE

Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, amending Chapter 270 of the Code of Radnor Township Vehicles and Traffic, revising Section 57, Parking Meter Zones established on Lancaster Avenue.

The Board of Commissioners will hold a public hearing on June 15, 2015, 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

**ORDINANCE NO. 2015-07**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA,  
AMENDING THE CODE OF THE TOWNSHIP OF RADNOR, CHAPTER 270, SECTION  
270-31 SPECIAL PURPOSE PARKING ZONES.**

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendments to Section 270-31 as follows:

**Section 1.** Section 270-31, Special Purpose Parking Zones, is hereby establishing handicapped zones and re-designating parking meter space numbers with kiosk space numbers as follows:

<b>Meter No.</b>	<b>Location</b>
<b>[1</b>	<b>West Avenue</b>
<b>19</b>	<b>North Wayne Lot</b>
<b>20</b>	<b>North Wayne Lot</b>
<b>21</b>	<b>North Wayne Lot</b>
<b>435</b>	<b>North Wayne Lot</b>
<b>580</b>	<b>Louella Lot</b>
<b>EL5</b>	<b>108 East Lancaster Avenue</b>
<b>EL63</b>	<b>163 East Lancaster Avenue</b>
<b>GB36</b>	<b>Glenbrook Lot</b>
<b>GB24</b>	<b>Glenbrook Avenue</b>
<b>GB27</b>	<b>Glenbrook Avenue</b>
<b>NW39</b>	<b>128 North Wayne Avenue</b>
<b>WL9</b>	<b>123 West Lancaster Avenue</b>
<b>WW1</b>	<b>West Wayne Avenue</b>
<b>WW10</b>	<b>West Wayne Avenue]</b>

<b>Space No.</b>	<b>Location</b>
<b><u>33</u></b>	<b><u>Bellevue Avenue</u></b>
<b><u>57</u></b>	<b><u>Bellevue Avenue</u></b>
<b><u>260</u></b>	<b><u>West Avenue</u></b>
<b><u>285</u></b>	<b><u>North Wayne Lot</u></b>
<b><u>286</u></b>	<b><u>North Wayne Lot</u></b>
<b><u>287</u></b>	<b><u>North Wayne Lot</u></b>
<b><u>261</u></b>	<b><u>North Wayne Lot</u></b>
<b><u>430</u></b>	<b><u>Louella Lot</u></b>
<b><u>591</u></b>	<b><u>108 East Lancaster Avenue</u></b>
<b><u>538</u></b>	<b><u>163 East Lancaster Avenue</u></b>
<b><u>833</u></b>	<b><u>Glenbrook Lot</u></b>
<b><u>769</u></b>	<b><u>Glenbrook Avenue</u></b>
<b><u>772</u></b>	<b><u>Glenbrook Avenue</u></b>
<b><u>202</u></b>	<b><u>128 North Wayne Avenue</u></b>
<b><u>123</u></b>	<b><u>123 West Lancaster Avenue</u></b>
<b><u>598</u></b>	<b><u>West Wayne Avenue</u></b>
<b><u>649</u></b>	<b><u>West Wayne Avenue</u></b>
<b><u>700</u></b>	<b><u>South Wayne Lot</u></b>

**Section 2:** Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

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

**Section 4.** Effective date. This ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

*ENACTED* and *ORDAINED* this        day of        , 2015.

RADNOR TOWNSHIP

By: \_\_\_\_\_

Name: William A. Spingler

Title: President

ATTEST: \_\_\_\_\_

Robert A. Zienkowski, Secretary

[ ] = Delete    \_\_\_ = Add



**Radnor Township**  
**PROPOSED LEGISLATION**

DATE: 06/04/15

**TO:** Robert A. Zienkowski, Township Manager

**FROM:** William A. Colarulo, Police Superintendent

**LEGISLATION:** Ordinance 2015-XX authorizing handicapped metered parking spaces to be changed to kiosk space numbers. The kiosk will now replace individual parking meters with kiosk space numbers. The handicapped parking spaces that were previously meter numbers are to be replaced with spaces numbers to accommodate the new kiosks.

**LEGISLATIVE HISTORY:** None.

**PURPOSE AND EXPLANATION:** In Radnor Township, the coin operated parking meters have been removed and in their place are a total of 44 parking kiosks throughout Wayne and Bryn Mawr. The handicapped parking spaces that were previously metered spaces have been replaced with space number to accommodate the kiosks.

**FISCAL IMPACT:** None.

**RECOMMENDED ACTION:** The Police Department respectfully requests the Board to adopt the amendment at the regular Board of Commissioners Meeting on \_\_\_\_\_, 2015.



## Radnor Township

# PROPOSED LEGISLATION

**DATE:** 06/09/15

**TO:** Robert A. Zienkowski, Township Manager

**FROM:** William A. Colarulo, Police Superintendent

**LEGISLATION:** Ordinance 2015-08 authorizing two (2) new handicapped parking spaces on the side of 108 Station Road at the Wayne Senior Center.

**LEGISLATIVE HISTORY:** None.

**PURPOSE AND EXPLANATION:** The Wayne Senior Center has requested two (2) handicapped parking spaces to be placed on the side of 108 Station Road to meet the physical needs of the patrons of the Wayne Senior Center.

**FISCAL IMPACT:** None.

**RECOMMENDED ACTION:** The Police Department respectfully requests the Board to adopt the amendment at the regular Board of Commissioners Meeting on \_\_\_\_\_, 2015.

**ORDINANCE 2015-09**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF RADNOR, SECTION 270-16, STOP INTERSECTIONS FOR PINE TREE ROAD AND WOODS LANE AND PINE TREE ROAD AND SPRUCE TREE ROAD.**

**The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendments to Chapters 270-16 as follows:**

Section 1. Section 270-16 Stop Intersections, of the Code of the Township of Radnor is hereby amended as follows:

<b>Stop Sign On:</b>	<b>Direction of Travel:</b>	<b>Intersection With:</b>
<b>Pine Tree Road</b>	<b>Both</b>	<b>Woods Lane</b>
<b>Pine Tree Road</b>	<b>Both</b>	<b>Spruce Tree Road</b>

Section 2: Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

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

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

*ENACTED* and *ORDAINED* this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: William A. Spingler  
Title: President

ATTEST: \_\_\_\_\_  
Robert A. Zienkowski, Secretary

## Radnor Township

# PROPOSED LEGISLATION

**DATE:** 06/09/15

**TO:** Robert A. Zienkowski, Township Manager

**FROM:** William A. Colarulo, Police Superintendent

**LEGISLATION:** Ordinance 2015-09 authorizing two (2) new stop signs on Pine Tree Road/Spruce Tree Road and Pine Tree Road/Woods Lane.

**LEGISLATIVE HISTORY:** None.

**PURPOSE AND EXPLANATION:** Amy Kaminski, Traffic Engineer, conducted a study and found that these locations meet the criteria for stop signs due to sight distance issues that could not be altered. Several residents have signed a petition requesting traffic calming in the area of Pine Tree Road.

**FISCAL IMPACT:** None.

**RECOMMENDED ACTION:** The Police Department respectfully requests the Board to adopt the amendment at an upcoming Board of Commissioners Meeting.

**RESOLUTION 2015-65  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP MANAGER TO ENTER INTO AN AGREEMENT WITH WOOD MASTERS FOR THE PURCHASE AND INSTALLATION OF PARK SIGNS.**

*WHEREAS*, Radnor Township desires to replace the park signs at its various park locations; and

*WHEREAS*, Radnor Township has designated the appropriate capital funding for the replacement of park signage as designated in the Township 2015 Comprehensive Budget and Capital Plan; and

*WHEREAS*, the proposed sign replacement project in this resolution includes all phases of sign design and artwork, manufacturing, and installation; and

*NOW THEREFORE, BE IT RESOLVED* that the Board of Commissioners of Radnor Township does hereby authorize the Township Manager to enter in an agreement with Wood Masters, Broomall, PA for the purchase and installation of park signs in accordance with the attached drawings in an amount not to exceed \$48,000.00.

*SO RESOLVED*, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 15<sup>th</sup> day of June, 2015.

RADNOR TOWNSHIP

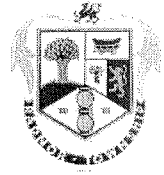
By: \_\_\_\_\_

Name: William A. Spingler  
Title: President

ATTEST: \_\_\_\_\_

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

# Radnor Township



## PROPOSED LEGISLATION

**DATE:** June 9, 2015

**TO:** Board of Commissioners

**FROM:** Tammy Cohen, Recreation & Community Programming Director

**LEGISLATION:** Resolution #2015-65 Authorizing the Township Manager to enter into an agreement with Wood Masters for the purchase and installation of park signs in accordance with the attached drawings.

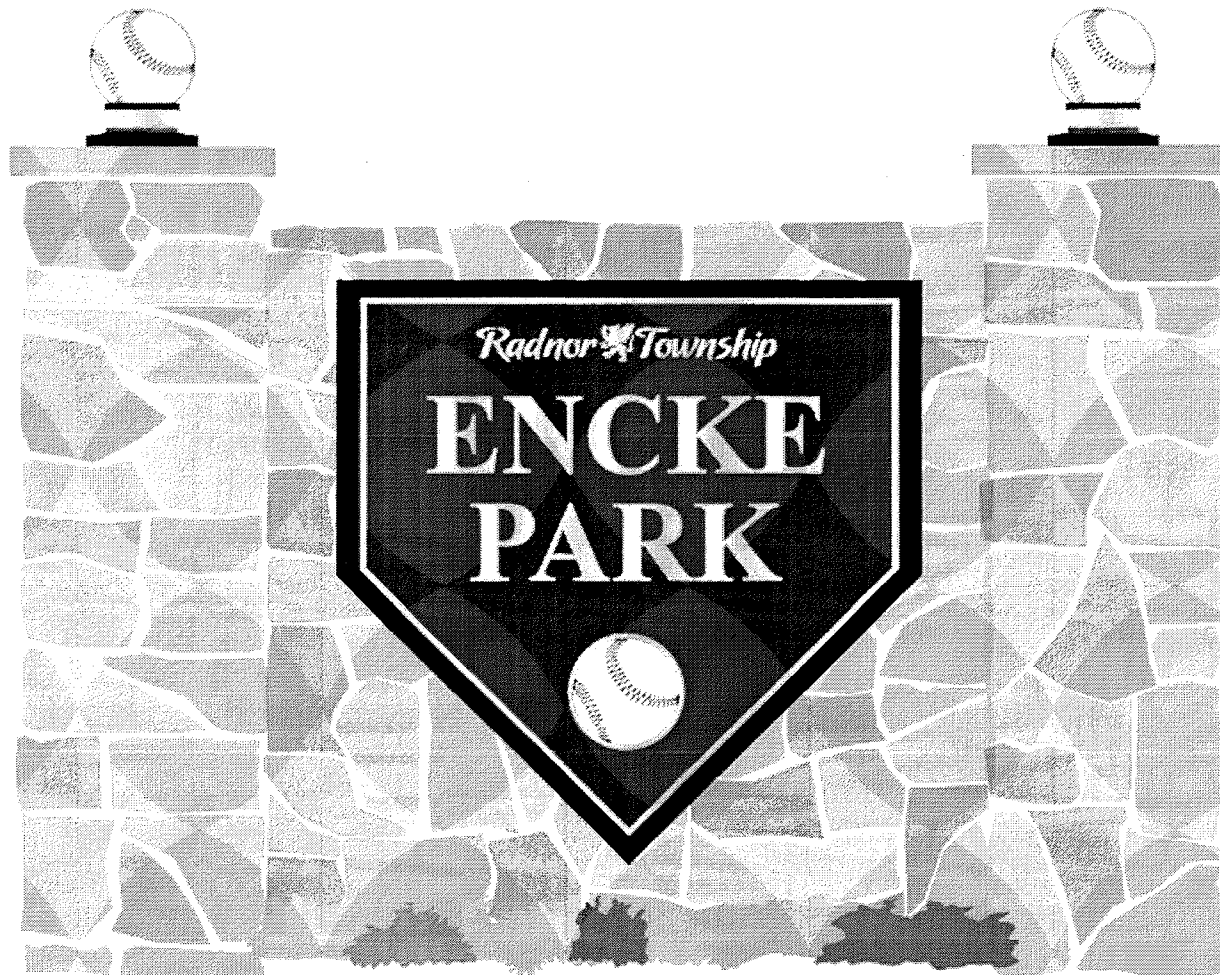
**LEGISLATIVE HISTORY:** This is the first legislative action on this topic.

**PURPOSE AND EXPLANATION:** Request is being made to authorize the Township Manager to enter into an agreement with Wood Masters, Broomall, PA for the purchase and installation of park signs. This project will entail a modernization of the sign design that will enhance the identification of each of the respective park locations. The proposed park sign replacement project in this resolution includes all phases of sign design and artwork, manufacturing, and installation. This project will entail a replacement of the signs due to wear, changing the material of them to a stronger, high density urethane material that consists of three parts and is laminated to PVC. The sign panels will be fully carved and painted in two-part urethane Matthew's Gold, an automotive paint/epoxy. The Encke Park sign will be constructed with natural stone.

**IMPLEMENTATION SCHEDULE:** Authorization of the Township Manager to enter into an agreement with Wood Masters for the purchase and installation of the park signs will enable the completion of all phases of the sign project with installation at each site by the end of fall 2015.

**FISCAL IMPACT:** The entire cost of the purchase and installation of the parks signs has been budgeted and approved in the Township 2015 Comprehensive Budget and Capital Plan. The total cost of the project will not exceed \$48,000.00.

**RECOMMENDED ACTION:** I would like to respectfully request that the Board approve Resolution #2015-65 authorizing the Township Manager to enter into an agreement with Wood Masters for the purchase and installation of park signs.



ⓐ

Example size:  
Sign Panel 54 x 54"

Inset into WALL  
68 x 68" x 16" thick

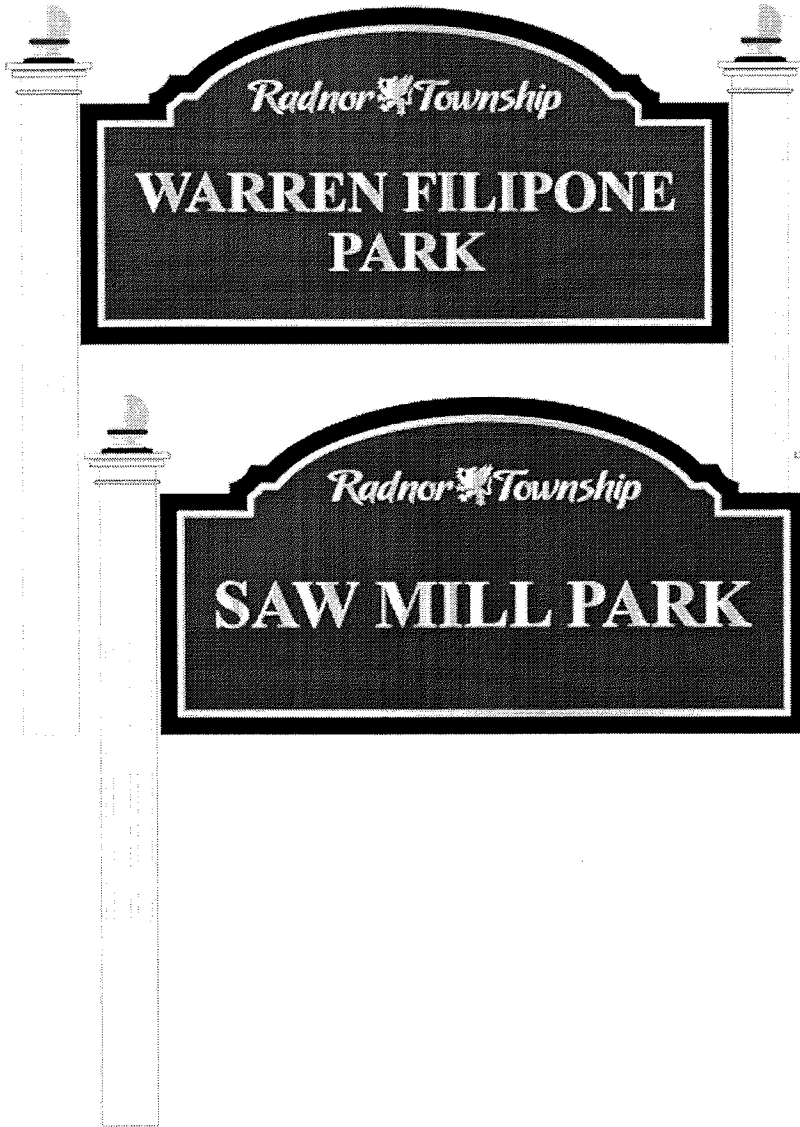
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PILLARS  
24 x 24 x 76"  
plus finials

Drawings © Wood Masters

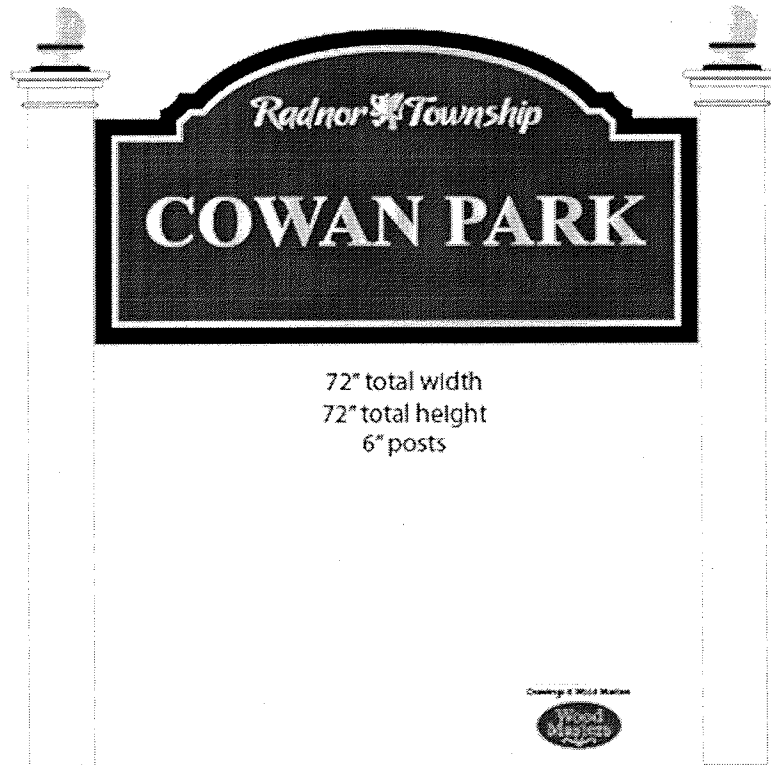






84" total width  
78" total height  
6" posts





72" total width  
72" total height  
6" posts

Cowan & Muller



**RESOLUTION NO. 2015-66  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP MANAGER TO ENTER INTO AN OPERATING AGREEMENT WITH JUMP START SPORTS, LLC TO OPERATE THE RADNOR YOUTH BASKETBALL PROGRAM.**

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

*WHEREAS*, Radnor Township through its Recreation and Community Programming Department operates annually a sports youth basketball program; and

*WHEREAS*, in many cases, the Township contracts with outside organizations who then run the program; and

*WHEREAS*, the Township desires to engage Jumpstarts Sports, LLC to operate the sports youth basketball program for the 2015-2016 season; and

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

*WHEREAS*, the Township anticipates that the Radnor Youth Basketball Programming will result in a contractual arrangement with Jump Start Sports, LLC that will exceed the \$7,500 threshold stipulated by the Home Rule Charter and therefore will require Board approval; and

*WHEREAS*, the Recreation and Community Programming Department has negotiated an operating agreement with Jump Start Sports, LLC.

*NOW, THEREFORE*, be it **RESOLVED** by the Board of Commissioners of Radnor Township that the Township Manager is authorized to execute the Operating Agreement with Jump Start Sports, LLC for the 2015-2016 season.

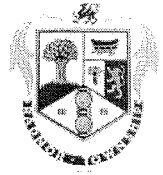
*SO RESOLVED*, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 15<sup>th</sup> day of June, 2015.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: William A. Spingler  
Title: President

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

# Radnor Township



## PROPOSED LEGISLATION

**DATE:** June 9, 2015

**TO:** Board of Commissioners

**FROM:** Tammy Cohen, Director of Recreation & Community Programming ②

**LEGISLATION:** Resolution 2015-66 authorizing the Township Manager to enter into an operating agreement with Jump Start Sports, LLC to operate the Radnor Youth Basketball Program.

**LEGISLATIVE HISTORY:** This is a resolution that is specific to the approval of an operating agreement with Jump Start Sports, LLC to run the Radnor Youth Basketball Program. This is the first time that the Radnor Youth Basketball Program will be run under an operating agreement. Since Jump Start Sports, LLC's portion of the proceeds under a professional services agreement will exceed \$7,500, the Charter requires that the Board of Commissioners formally approve entering into the agreement.

**PURPOSE AND EXPLANATION:** The Recreation & Community Programming Department would like to work with Jump Start Sports, LLC in partnership to manage and operate the Radnor Youth Basketball Program under an operating agreement for the 2015-2016 season. The process of evaluation to operate the Radnor Youth Basketball Program under a professional services agreement has been taken part in by members of the Recreation Department, Finance Director, and Township Manager particularly due to the magnitude of the program and its impact on the Recreation Department. It is anticipated that the expertise associated with the partnership with Jump Start Sports, LLC will enable the program to improve in a variety of areas and for the Recreation Department to better-manage many of the program's shortfalls, including the following:

- Liability management and safety - particularly regarding background clearances for program volunteers and staff, as a result of Pennsylvania's recent unfunded mandate Act 153, along with monitoring usage and safety of facilities that are utilized on a regular basis.
- Program control and customer service delivery - by delivering on the program participants' interests in the areas of expanded levels of play and other unmet program enhancements.
- Coach and player development through trainings and seminars, with the incorporation of enhanced basketball expertise and specialization.
- Outreach and marketing, through increased communications with residents.
- Innovative program management, through technology and improved communications with participants.

Our Department's leadership of the Radnor Youth Basketball Program will continue as the operational terms of agreement are executed to ensure a smooth transition and a continued high-level delivery of customer service.

**FISCAL IMPACT:** Jump Start Sports, LLC and the Township will split the gross proceeds 50% each after all costs are incurred. It is estimated that the impact to the Recreation Department's budget is anticipated to cost approximately \$38,000.00 in the first year of the program's transition in order to resolve the indicated shortfalls. Over time, this loss will be recovered through increased success of the Radnor Youth Basketball Program; improved efficiencies of the Recreation Department; attention to other areas of the Department's service delivery and programming; and improved management and usage of Radnor Activity Center at Sulpizio Gymnasium. This partnership opportunity offers the most efficient way to continue to deliver this highly regarded program to the community without the financial impact of adding more staff to continue its oversight, operation, and liability reduction and management.

**RECOMMENDED ACTION:** The Administration respectfully recommends that the Board adopt this resolution at the June 15<sup>th</sup> Board of Commissioner's Meeting.