

BOARD OF COMMISSIONERS
AGENDA
Monday, July 13, 2015 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session after the meeting of July 7, 2015 and preceding the Board of Commissioners meeting of July 13, 2015

1. Swearing in of Radnor Police Officer
2. Resolution #2015-73 - **Preliminary/Final** - Villanova Lot Consolidation
3. Resolution #2015-74 – **Final Plan** - Villanova University Housing Project
4. Consent Agenda
 - a. Disbursement Review and Approval: 2015-06B, 2015-06C, 2015-06D, 2015-07A
 - b. Approval of minutes for the Board of Commissioners meeting of June 15, 2015
 - c. Acceptance Staff Traffic Minutes- June 17, 2015
 - d. BPT Settlement 2015-BPT-01 in the amount of \$128,684
 - e. Resolution #2015-71 - Awarding the capital lease financing for various public works vehicles to US Bancorp at an interest rate of 1.087% for a term of 5 years
 - f. Resolution #2015-72 - Further amending the 2015 Wage and Salary Schedule
 - g. Consideration of a Motion to Approve the Certificate of Appropriateness:
 - HARB-2015-12 – 219 Pembroke Avenue - Remove and rebuild 2nd floor roof over master bedroom. Remove alum/vinyl siding and capping and stucco on 2nd floor. Replace with hardie board to match front of home. New windows to match front of home. Remove rear balcony
 - HARB-2015-13 – 407 Woodland Avenue – Addition and renovations
 - HARB-2015-14 - 419 Oak Lane - Removal of existing deck and sunporch in rear. Construction of 1 story kitchen and breakfast room addition with mud room connector to existing garage. Raise existing garage 16" and repair as necessary to original
 - h. Resolution #2015-77 - Multimedia Transportation Fund Grant Application for Pedestrian Improvements at the Signalized Intersections of North Wayne Avenue & Poplar Avenue/Pennsylvania Avenue, and North Wayne Avenue & West Avenue/Station Road
 - i. Resolution #2015-75 – Amending Resolution #2015-17 - Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor Township School District Transportation Services for Radnor Day Camp 2015
5. Appointments to Various Boards & Commissions
6. Recognition of Commissioner Bill Spingler for three decades of public service to the Radnor Township Community
7. Public Participation

8. Committee Reports

PUBLIC WORKS & ENGINEERING

- A. 240 Radnor Chester Road - Stormwater Management Ordinance Waiver Request
- B. Resolution #2015-76 - Authorizing Kimmel Bogrette Architecture and Site, Incorporated, to Provide Professional Design Services for the Radnor Memorial Library Expansion Project

PUBLIC SAFETY

- C. Ordinance #2015-07 (***Adoption***) – 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
- D. Ordinance #2015-08 (***Adoption***) – 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
- E. Ordinance #2015-09 (***Adoption***) – Amending the Code of the Township of Radnor, Section 270-16, Stop Intersections for Pine Tree Road & Woods Lane & Pine Tree Road & Spruce Tree Road

COMMUNITY DEVELOPMENT

- F. Review of Proposed Park and Recreation Fee Ordinance Revisions

PARKS & RECREATION

PERSONNEL & ADMINISTRATION

FINANCE & AUDIT

LIBRARY

PUBLIC HEALTH

- Old Business
- New Business
- Public Participation
- Adjournment

Swearing in of
Radnor Police Officer

**RESOLUTION NO. 2015-73
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE PRELIMINARY/FINAL PLANS
OF VILLANOVA UNIVERSITY FOR LOT CONSOLIDATION OF
PROPERTIES LOCATED ALONG LANCASTER AVENUE**

WHEREAS, Villanova University (“Applicant”) submitted two boundary consolidation plans for existing properties including the South Campus boundary consolidation plan prepared by Nave Newell, Inc. dated April 9, 2015 and the West Lancaster lot consolidation plan prepared by Nave Newell, Inc. dated April 9, 2015; and

WHEREAS, the Radnor Township Planning Commission and the Delaware County Planning Commission have reviewed the two final lot consolidation plan submissions of the Applicant; and

WHEREAS, the South Campus boundary consolidation plan consists of the South Campus lot, the Aldwyn Triangle lot, the Pike lot, and the Proposed Housing lot fronting on Lancaster Avenue, and the West Lancaster lot consolidation plan consists of the eight existing improved lots fronting on Lancaster Avenue; and

WHEREAS, the Board of Commissioners now intends to approve the two final lot consolidation plans.

NOW, THEREFORE, be it hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby approve the two final lot consolidation plans prepared by Nave Newell, Inc. both dated April 9, 2015, subject to the following Preliminary/Final Plan approval conditions:

1. Compliance with the Gannett Fleming review letter dated June 8, 2015, a copy of which is attached hereto and incorporated herein as *Exhibit “A”*.
2. The Applicant shall comply with all other applicable Township Ordinances and all county, state, federal rules and regulations and statutes.
3. The Applicant shall provide the Township with copies of the recorded deeds for both plans when recorded at the Delaware County Recorder of Deeds Office.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of July, 2015.

RADNOR TOWNSHIP

By: _____
Name: William A. Spingler
Title: President

ATTEST: _____



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:

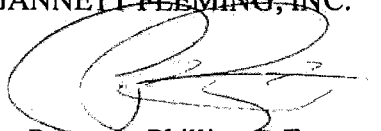
1. The applicant has provided the deed for the lot containing Geraghty Hall that was missing from the original submission. The plan must be revised to indicate the deed book and page number of the correct deed.
2. The consolidation plan must be signed by the Professional Land Surveyor that prepared it.

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 18th 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 Sprout 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 place 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 C. Kulezynski

U.S.
\$27.50
Stamps

Ernest W. Schaw (SEAL)

Mary G. Schaw (SEAL)

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

Twp. Data Transfer tax paid in the amount of \$250.00

THE TITLE INSURANCE CORPORATION OF 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 person whose name ~~is~~ is subscribed to the within instrument and acknowledged that ~~they~~he 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. Reede (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

PaPpano.....Recorder
Compared by *H. inscotti*

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:

SITUATE on the East side of Penn Boulevard at the distance of One hundred fifty feet Northwardly from the Northernly 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)

2 C 932



Gannett Fleming

100 Years

of Excellence Delivered As Promised

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
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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

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Gannett Fleming, Inc.

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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.

Respectfully submitted,

A handwritten signature in black ink that reads "DATweedie".

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.

Engineers • Planners • Surveyors • Landscape Architects

900 West Valley Road, Suite 1100, Wayne, PA 19087 • 610.265.8323 • fax 610.265.4299 • www.navenewell.com



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.

Respectfully submitted,

A handwritten signature in black ink that reads "DATweedie". The signature is stylized and cursive.

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\Lot Consolidation\Jones_itr_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?

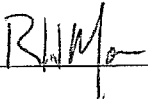
Are there any requirements of Chapter 255 (SALDO) not being adhered to?
Explain the reason for noncompliance.

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:

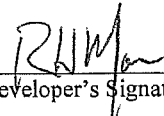
Existing Use = asphalt parking lot (PI) campus related office buildings (CO)

Proposed Use = consolidation of existing lots without modification of uses

Total Site Area 55.5 Acres
Size of All Existing Buildings N/A Square Feet
Size of All Proposed Buildings N/A Square Feet
Size of Buildings to be Demolished 0 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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Table with columns: DISTRICT, NO., DESCRIPTION, EASEMENTS, COMMENTS

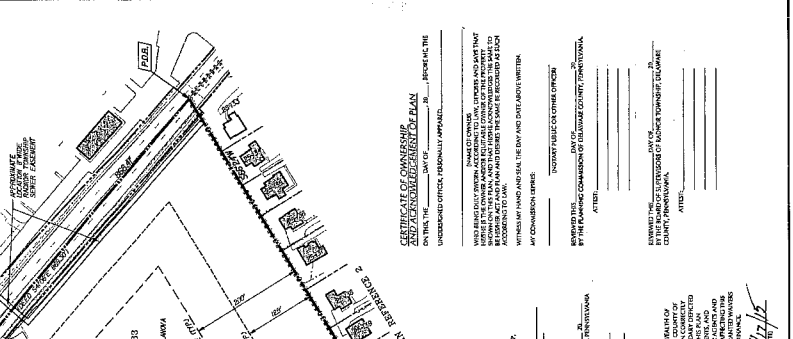


BOUNDARY CONSOLIDATION PLAN
LANDS/VILLANOVA UNIVERSITY
SOUTH CAMPUS, ALDWIN TRIANGLE, MAIN LOT & PINE LOT
LANCASTER AVENUE & LITIAN AVENUE
RADNOR TOWNSHIP, COUNTY OF DELAWARE, PA.

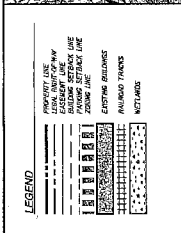
1 of 1
DATE: 2011-04-01
PROJECT: 11-001-111-001
SHEET: 1 OF 1



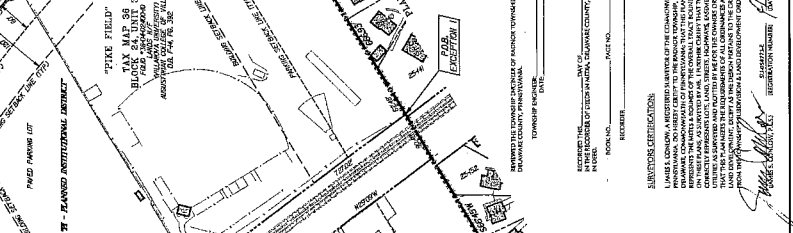
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RADNOR TOWNSHIP - R-1000 RESIDENTIAL
RADNOR TOWNSHIP - R-1000 RESIDENTIAL
RADNOR TOWNSHIP - R-1000 RESIDENTIAL



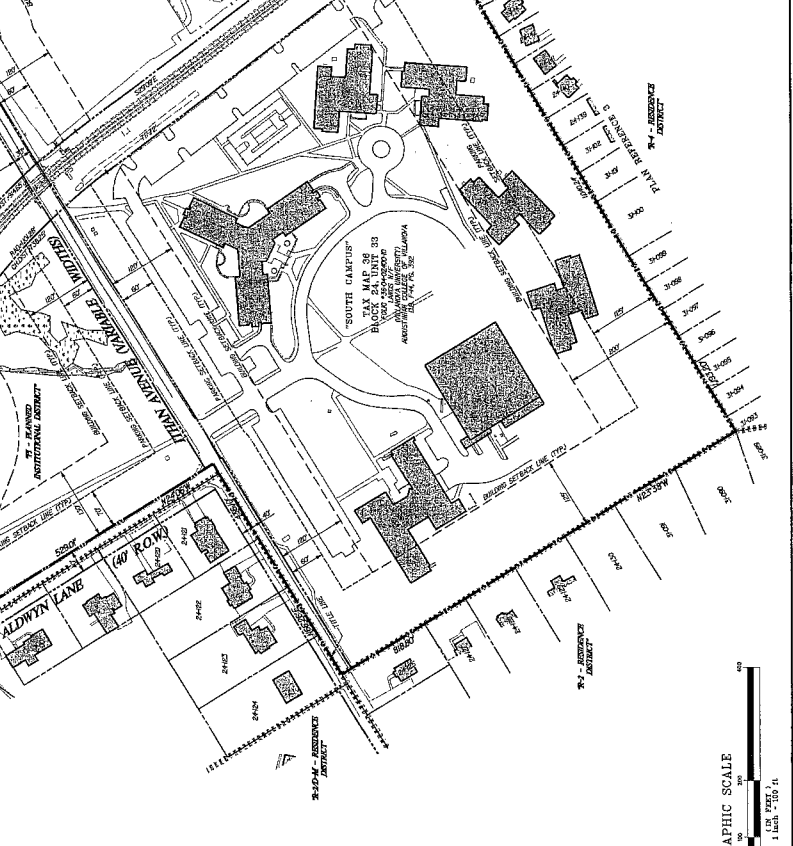
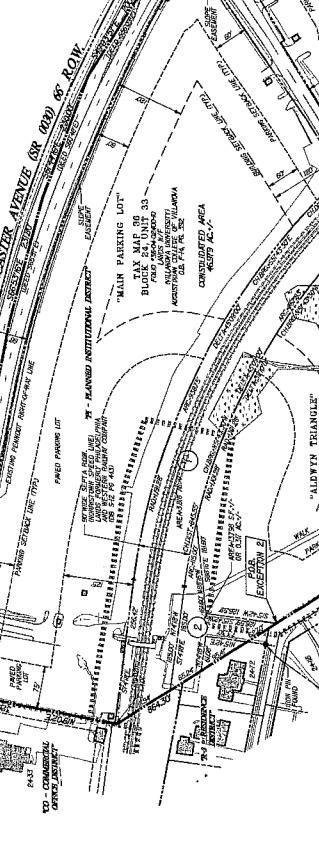
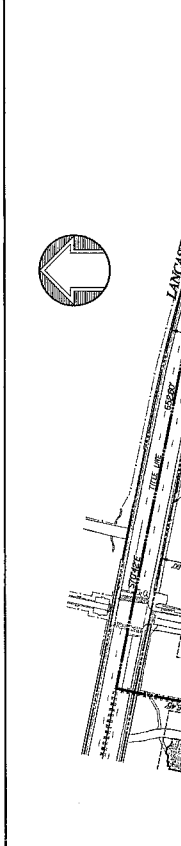
CERTIFICATE OF CONVEYANCE
UNINCORPORATED COMMUNITY APPEAL
APPROVED BY THE BOARD OF SUPERVISORS OF RADNOR TOWNSHIP



PROPERTY INFORMATION
OWNER: VILLANOVA UNIVERSITY
ADDRESS: 1300 SOUTH CAMPUS DRIVE, RADNOR, PA 19380



APPROVED BY THE BOARD OF SUPERVISORS OF RADNOR TOWNSHIP
DATE: 2011-04-01



PROPERTY INFORMATION
OWNER: VILLANOVA UNIVERSITY
ADDRESS: 1300 SOUTH CAMPUS DRIVE, RADNOR, PA 19380

NOTES
1. THIS PLAN IS BASED ON A SURVEY CONDUCTED IN THE FIELD BY RAY NEWELL, INC. COMPUTED BY JAMES S. COMPTON, SURVEYOR.

PROPERTY INFORMATION
OWNER: VILLANOVA UNIVERSITY
ADDRESS: 1300 SOUTH CAMPUS DRIVE, RADNOR, PA 19380

PROPERTY OWNERS INFORMATION table with columns: TRACT NO., OWNER, ADDRESS, AREA, etc.

GRAPHIC SCALE
1 inch = 100 feet
1:500 (Scale 1/8" = 1'-0")



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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LANDS N/E VILLANOVA UNIVERSITY WEST LANCASTER LOTS RADNOR TOWNSHIP, COUNTY OF DELAWARE, PA

CONSOLIDATION PLAN

DATE: 11/11/2011
BY: JEFFREY J. COOK
TITLE: RADNOR TOWNSHIP, COUNTY OF DELAWARE, PA
JOB NO: 11-030-010
SHEET NO: 1 of 1

OWNER: WEST LANCASTER LOTS
CONVEYOR: JEFFREY J. COOK
RECORDED IN: RADNOR TOWNSHIP, COUNTY OF DELAWARE, PA
DATE RECORDED: 11/11/2011

UNDERSIGNED OFFICER PERSONALLY APPEARED:
ON THIS 11th DAY OF _____, 2011, I RECITE THAT THE
CERTIFICATE OF OWNERSHIP
AND ACKNOWLEDGMENT OF PLAN

WAS FILED DAILY IN ACCORDANCE WITH THE PROVISIONS OF TITLE 21, CHAP. 63, AND TITLE 21, CHAP. 64, OF THE DELAWARE CODE AS SUCH ACCORDING TO LAW.
I, THE UNDERSIGNED OFFICER, AM A RESIDENT AND A VOTER OF THIS COUNTY AND I AM NOT AN INTERESTED PARTY IN THIS MATTER.

WITNESSES MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.
BY COMMISSIONER: _____
DATE: _____

BY: _____
DATE: _____

BY THE BOARD OF TOWNSHIP SUPERVISORS OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA.
ATTEST: _____
DATE: _____

DATE: 11/11/2011
BY: JEFFREY J. COOK
TITLE: RADNOR TOWNSHIP, COUNTY OF DELAWARE, PA
JOB NO: 11-030-010
SHEET NO: 1 of 1

UNDERSIGNED OFFICER PERSONALLY APPEARED:
ON THIS 11th DAY OF _____, 2011, I RECITE THAT THE
CERTIFICATE OF OWNERSHIP
AND ACKNOWLEDGMENT OF PLAN

WAS FILED DAILY IN ACCORDANCE WITH THE PROVISIONS OF TITLE 21, CHAP. 63, AND TITLE 21, CHAP. 64, OF THE DELAWARE CODE AS SUCH ACCORDING TO LAW.
I, THE UNDERSIGNED OFFICER, AM A RESIDENT AND A VOTER OF THIS COUNTY AND I AM NOT AN INTERESTED PARTY IN THIS MATTER.

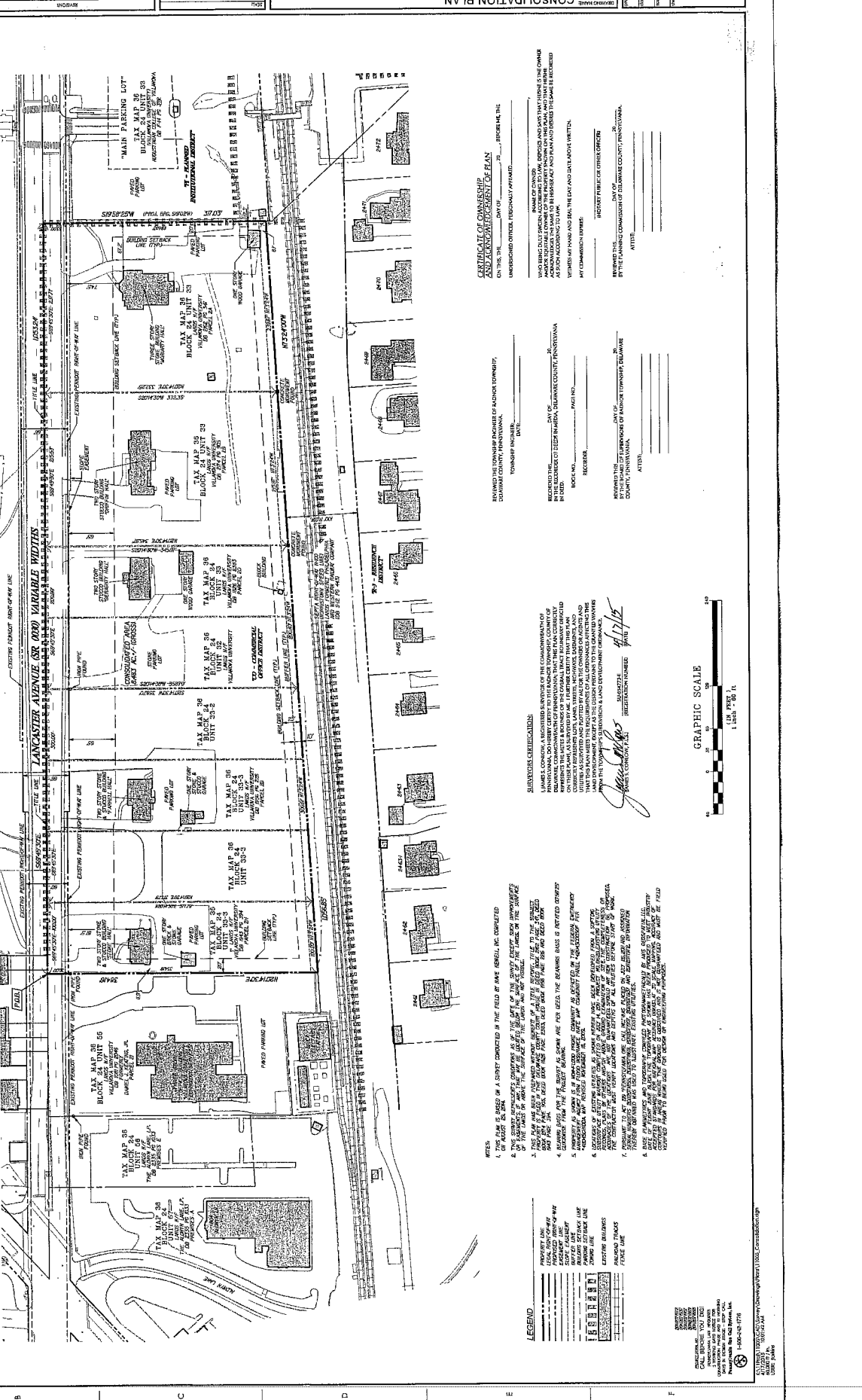
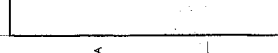
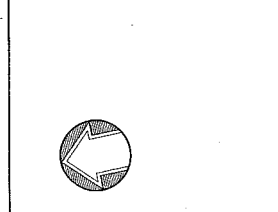
WITNESSES MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.
BY COMMISSIONER: _____
DATE: _____

BY: _____
DATE: _____

BY THE BOARD OF TOWNSHIP SUPERVISORS OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA.
ATTEST: _____
DATE: _____

PROPERTY OWNERS INFORMATION

TAX MAP NO.	UNIT NO.	OWNER	ADDRESS	CITY	STATE	ZIP
38	24	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	25	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	26	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	27	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	28	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	29	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	30	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	31	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	32	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	33	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	34	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	35	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
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38	43	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	44	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	45	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
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38	59	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	60	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
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38	70	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	71	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	72	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	73	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	74	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	75	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	76	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	77	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	78	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	79	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	80	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	81	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	82	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	83	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	84	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	85	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	86	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	87	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	88	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	89	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	90	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	91	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	92	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	93	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	94	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	95	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	96	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	97	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	98	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	99	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087
38	100	WEST LANCASTER LOTS	711 WEST LANCASTER AVENUE	RADNOR	PA	19087



LEGEND

---	PROPERTY LINE
---	LOCAL, STATE AND FEDERAL HIGHWAYS
---	SEWERAGE LINE
---	WATER LINE
---	PAVING STRIP
---	POLE LINE
---	UTILITY EASEMENT
---	DRIVEWAY
---	WALKWAY
---	CEMENT DRIVEWAY
---	CEMENT WALKWAY
---	CEMENT DRIVEWAY AND WALKWAY
---	FENCE LINE

NOTES:

- 1. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE SPECIFIED.
- 2. THE SHOWN DIMENSIONS OF THIS PLAN ARE THE RESULT OF THE SURVEY OF THE LANDS SHOWN HEREON.
- 3. THIS PLAN IS SUBJECT TO ALL APPROPRIATE ORDINANCES AND REGULATIONS OF THE RADNOR TOWNSHIP AND COUNTY OF DELAWARE.
- 4. THIS PLAN IS SUBJECT TO ALL APPROPRIATE ORDINANCES AND REGULATIONS OF THE RADNOR TOWNSHIP AND COUNTY OF DELAWARE.
- 5. PROPERTY AS SHOWN IS A FORMER COMMONWEALTH OF PENNSYLVANIA AND IS SUBJECT TO THE JURISDICTION OF THE COMMONWEALTH OF PENNSYLVANIA.
- 6. THIS PLAN IS SUBJECT TO ALL APPROPRIATE ORDINANCES AND REGULATIONS OF THE RADNOR TOWNSHIP AND COUNTY OF DELAWARE.
- 7. THIS PLAN IS SUBJECT TO ALL APPROPRIATE ORDINANCES AND REGULATIONS OF THE RADNOR TOWNSHIP AND COUNTY OF DELAWARE.
- 8. THIS PLAN IS SUBJECT TO ALL APPROPRIATE ORDINANCES AND REGULATIONS OF THE RADNOR TOWNSHIP AND COUNTY OF DELAWARE.
- 9. THIS PLAN IS SUBJECT TO ALL APPROPRIATE ORDINANCES AND REGULATIONS OF THE RADNOR TOWNSHIP AND COUNTY OF DELAWARE.
- 10. THIS PLAN IS SUBJECT TO ALL APPROPRIATE ORDINANCES AND REGULATIONS OF THE RADNOR TOWNSHIP AND COUNTY OF DELAWARE.

11/11/2011 11:11 AM 11/11/2011 11:11 AM

In nomine domini Amen
 In premissis etiam habetur quod
 dictus Comes etiam in premissis
 legitime et iuste dominus et
 possessor terrarum et domo-
 rum sitarum in parochia
 sancti Martini in vicaria
 de ... etc.

Septa. Regi

In premissis etiam legitime
 et iuste dominus et possessor
 terrarum et domorum sitarum
 in parochia sancti Martini
 in vicaria de ... etc.

2

In premissis etiam legitime
 et iuste dominus et possessor
 terrarum et domorum sitarum
 in parochia sancti Martini
 in vicaria de ... etc.

DEED - 1956

824 Lancaster
36-00-7839-00

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 GOSTZE and GERRARD TRUST CORP EXCHANGE BANK, Trustees under the Will of Christian J. Walther, deceased, hereinafter called the GRANTOR of the first part

A N D

VILLANOVA UNIVERSITY, 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

X Exhibits Assigns.

ALL THOSE TWO CERTAIN lots or pieces of ground with the buildings and improvements thereon created, 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:

1-1 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.

1-2 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 #324

East Lancaster Avenue, Villa Nova.

Being the same premises which John Weigel and Charles V. Clemens, Trading as Merion Construction Company and John Weigel and Wilhelmina A. his wife, and Charles Clemens and Ella Irene, his wife, by Indenture bearing date the twenty-seventh day of July A.D. 1926, and recorded at Radnor 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 Deed Book 724 Page 260 etc., granted and conveyed unto the said Villanova University.

2-1 ALSO ALL THOSE CERTAIN lots or pieces 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, Bryn Mawr, Pennsylvania, as of May 17, 1924, as follows, to wit:

2-2 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; thence North twenty degrees, fourteen minutes, thirty seconds East, Three hundred sixty five feet and fifty three one-hundredths feet to the place of beginning. BEING known as lot No. 5 Lancaster Avenue.

DEED - 1956

327

BEING the same premises which the RYM MAER TRUST COMPANY, Pennsylvania corporation, by Indenture bearing date the 22nd day of June A.D., 1844 and recorded at Media in the Office as aforesaid on the 5th day of July A.D., 1844 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., 1853 leaving a Will dated the 15th day of March A.D. 1841 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 former, 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 6th, 1953.

AND pursuant to an accounting filed in the Orphans' Court of Delaware County by the above named Executors on May 2nd, 1955 the same was adjudged by adjudication filed October 4th, 1955 and confirmed and approved on October 20th, 1955 and a Schedule of Distribution filed on January 18th, 1956 in which the Escheatible 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 as Book 17 in the Office of the Register of Wills on the 23rd day of January A.D. 1956 in Deed Book No. 1748 page 474.

EXCEPTING THE FRONT most portion of the above described premises fenced, enclosed and quit claimed into the Commonwealth of Pennsylvania in condemnation for right of way as designated on the records of the Department of Highways as Route No. 142-17, the property being situated between Station 174 plus 51 and 172 plus 26 on the right side of center line of said, approximately one hundred seventy-four feet by eight feet wide plan is recorded at Media, Delaware County, Pennsylvania.

THE STATE STAMPS AMOUNT HERETO REPRESENT THE FULL CONSIDERATION INCLUDING LISTS AND ENCUMBRANCES. THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

Two-Dime-Transfer tax paid
in the amount of \$335.00

THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

per Horace Strickon

Commonwealth of
Penna. Stamps \$36.85

RAHWOR TOWNSHIP
TRANSFER TAX
PAID
Albert H. Swing
Treasurer
J. D.

.....\$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 howsoever, 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 Premises hereby granted or mentioned and intended as to be.

With the Appurtenances, whatsoever unto the said Grantee, its

successors

Heirs and Assigns, to and for the only proper use and behoof of the said Grantee, its successors

and Assigns forever UNLESS 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

and EILEEN R. MC KECHNIE, HIS WIFE, (HEREINAFTER CALLED THE GRANFORS)

of the one part and LANOVA UNIVERSITY, IN THE STATE OF PENNSYLVANIA (HEREINAFTER CALLED THE GRANTEE)

of the other part,

Witnesseth, That the said granfors, 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 DRED TWENTY EIGHT FEET AND SEVENTY FOUR ONE-HUNDRETHS FEET SOUTHEASTWARDLY FROM THE INTERSECTION OF THE MIDDLE LINES OF LANCASTER AVENUE AND SPRING MILL ROAD; THENCE ALONG MIDDLE OF LANCASTER AVENUE SOUTH SIXTY NINE DEGREES, FORTY FIVE MINUTES, THIRTY SECONDS, ONE HUNDRED FEET; THENCE SOUTH TWENTY DEGREES, FOURTEEN MINUTES, THIRTY SECONDS WEST, THREE DRED SEVENTY EIGHT FEET AND TWENTY NINE ONE-HUNDRETHS 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-HUNDRETHS FEET; THENCE NORTH TWENTY DEGREES, FOUR MINUTE, THIRTY SECONDS EAST, THREE HUNDRED EIGHTY FOUR FEET AND SIXTY SEVEN ONE-HUNDRETH 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, SUBJECT AND SUBJECT TO CERTAIN COVENANTS, EASEMENTS, RIGHTS AND RESTRICTIONS NOW OF RECORD.

STATE TRANSFER TAX PAID IN THE AMOUNT OF \$280.00

THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA PER W. M. PARKS, JR.

W. M. PARKS, JR.

812 and 824

Low transfer

STATE STAMPS AFFIXED HERETO REPRESENT THE FULL CONSIDERATION OF ALL TAXES AND ENCUMBRANCES. W. M. PARKS, JR. THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

FOR TOWNSHIP TRANSFER TAX PAID BY DAVID L. MC KECHNIE AND EILEEN R. MC KECHNIE, HIS WIFE, J. A. D.

428.74

569°45' 30" E 100'
S 20°14'30" W 378.29
N 73°24' W 100.21'
N 20°14' 30" E 378.29

DEED 2162

1/10/1963 36-04-02400-10

SEE SIMPLE DEED No. 70

Printed for and sold by John C. Clark Co., 1144 E. Penn. Square, Phila.

This Indenture

Made the 18th 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
VILLANOVA 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 Augustinien 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 Daisy 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.

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 &c., granted and conveyed unto the said Joseph E. Koesslinger and Gladys E. Koesslinger, his wife in fee.

2025-2162 REC 348

DEED 2174

THE SIMPLE DEED No. 731

Printed Form Sold by John C. Clark Co., 140 S. First Street, Phila.

This Indenture,

Made the 5th day of May in the year of our Lord one thousand nine hundred and sixty-four (1964).

BETWEEN, WILLIAM C. WICKS and ROSALIND S. WICKS, 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 Radnor, 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 other 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.

THIS 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
215.73	S69°45'30"E
232.68	S23°14'30"W
215.93	N11°30'W
346.70	N30°12'30"E

631576L

Book 1826, Page 2383

COMMONWEALTH OF DELAWARE
This Indenture Made this 22nd 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 Thousand (\$700,000.00) Dollars 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,

D213031M

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.

BEING Folio #36-06-02401-00. 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 1029 page 425 conveyed unto Ellen Soret Johnson, Jacques Soret, and Robert Soret, as tenants in common.

828.74 Sounded at
middle line of road
N 73° 24' W 100.21
N 20° 14' 30" E 359.15

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 22nd 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, 10th 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, 5th 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. Levin*
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 66 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.



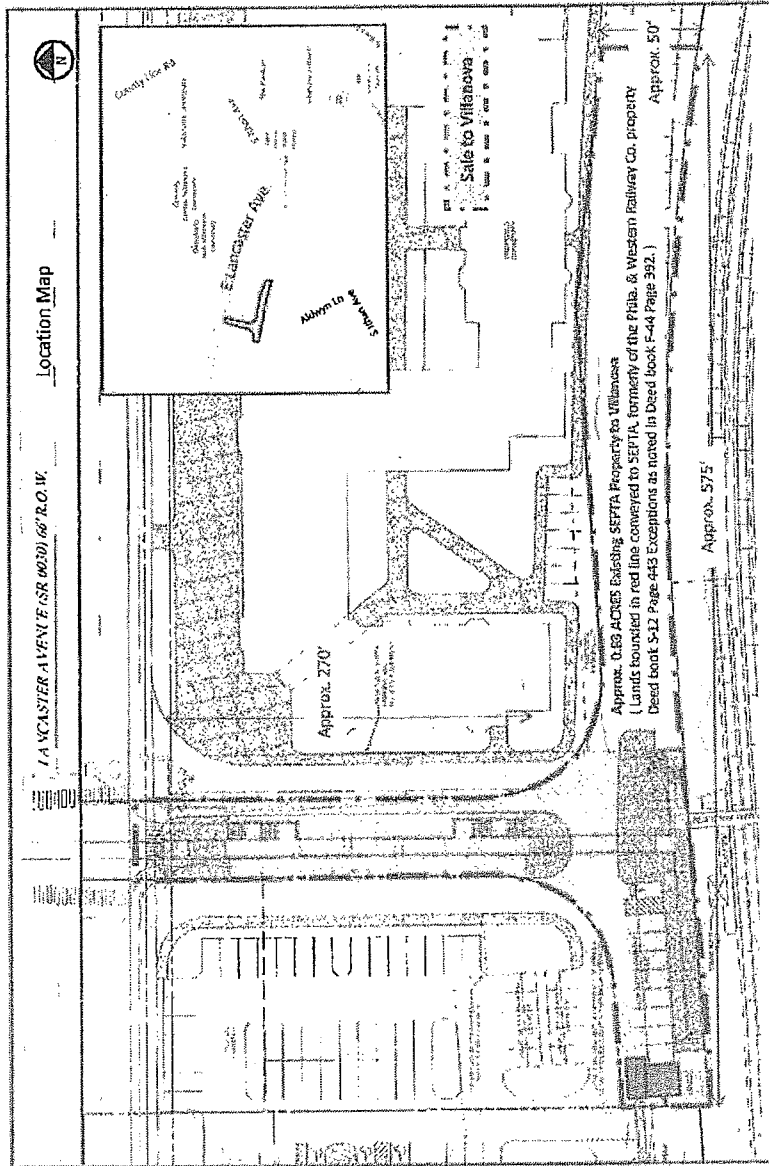
Andrew C. Putnam

EXECUTION DOCUMENT

DRAWING OF PROPERTY

ATTACHMENT 2

EXECUTION DOCUMENT



SEPTA Real Estate
D. Deller 6/23/2014

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, 10th 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, 10th 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, 10th Floor
Philadelphia, PA 19107-3780

with a copy to: General Counsel
Southeastern Pennsylvania
Transportation Authority
1234 Market Street, 5th 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

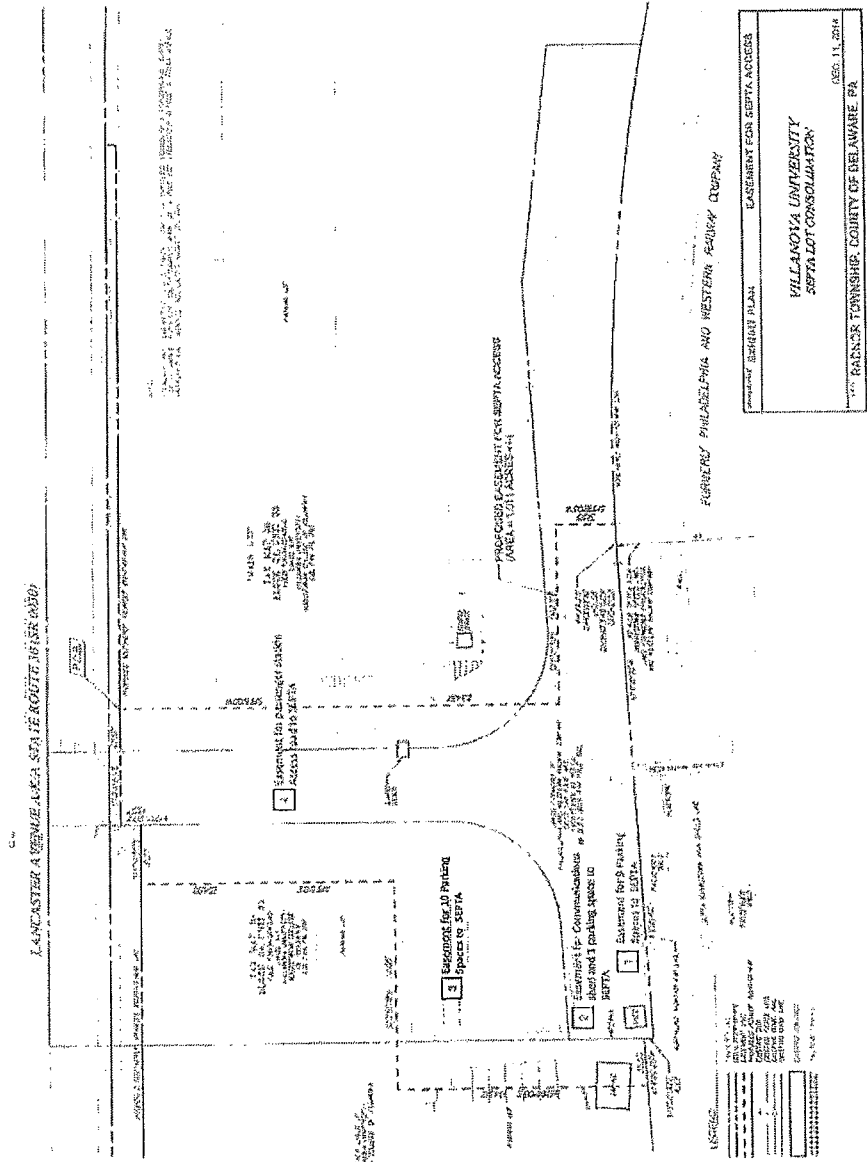
EXECUTION DOCUMENT

DRAWING OF EASEMENTS

ATTACHMENT 1

- 1 -

EXECUTION DOCUMENT



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 $19^{\circ} 05' 00''$ West, a distance of 234.51 feet to a point; thence,
- 2) South $71^{\circ} 07' 30''$ East, a distance of 96.73 feet to a point; thence,
- 3) South $19^{\circ} 18' 05''$ 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 $01^{\circ} 02' 16''$ and an arc length of 21.58 feet, said arc subtended by a chord bearing North $73^{\circ} 46' 52''$ West, a chord distance of 21.58 feet to a point of tangency; thence,
- 5) North $74^{\circ} 18' 00''$ West, a distance of 256.42 feet to a point; thence,
- 6) North $19^{\circ} 02' 00''$ East, a distance of 4.92 feet to a point; thence,
- 7) North $74^{\circ} 20' 25''$ 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,

EXECUTION DOCUMENT



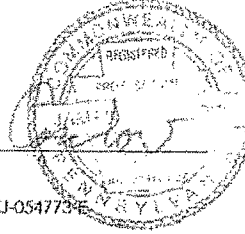
- 8) North 19° 02' 00" East, a distance of 134.26 feet to a point; thence,
- 9) South 70° 55' 00" East, a distance of 112.05 feet to a point; thence,
- 10) North 19° 05' 00" East, a distance of 134.90 feet to a point on the first mentioned proposed southerly PennDOT Right-of-Way line of Lancaster Avenue; 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: 10/20/14

James S. Conlow
Professional Land Surveyor
Pennsylvania License No. SU-054773



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RESOLUTION NO. 2015-74

RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE FINAL PLAN APPLICATION OF VILLANOVA UNIVERSITY FOR A PROPERTY LOCATED ON LANCASTER AVENUE AND ITHAN AVENUE PURSUANT TO PLANS PREPARED BY NAVE NEWELL, INC. ESTABLISHING A COMPREHENSIVE INTEGRATED COLLEGE DEVELOPMENT.

WHEREAS, Villanova University (“Applicant”) submitted a Final Land Development Application (“Application”) for properties located on the southeast and southwest corners of Lancaster Avenue and Ithan Avenue within the Township’s PI - Planned Institutional Zoning District (“Property”) to establish a Comprehensive Integrated College Development (“CICD”) upon the Campus in accordance with Section 280-68.1 of the Township Zoning Ordinance; and

WHEREAS, this Application includes the following engineered plan sets (jointly referred to as the “Plan”):

- Final Land Development Submission for Lancaster Avenue Housing, consisting of 41 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated December 5, 2014 and revised March 26, 2015.
- Final Land Development Submission for West Lancaster Parking, consisting of 32 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised March 26, 2015.
- Final Land Development Submission for Church Walk and Bridge, consisting of 20 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 13, 2015 and revised May 26, 2015.
- Final Land Development Submission for Pike Field Garage, consisting of 37 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised May 26, 2015.
- Final Land Development Submission for Performing Arts Center, consisting of 19 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised May 26, 2015.

WHEREAS, the Application proposes the construction of student housing, retail shops, a parking garage, a performing arts center, and surface parking spaces (“Project”) as set forth on the Plan.

WHEREAS, the Application has been reviewed by both the Radnor Township Planning Commission and the Delaware County Planning Commission.

WHEREAS, the Applicant received conditional use approval for the CICD by Decision and Order of the Radnor Township Board of Commissioners dated November 24, 2014 (“CU Decision”); and

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby approve the Final Plan of land development for Villanova University subject to the following conditions:

1. The Applicant shall comply with the June 30, 2015 correspondence of the Township Engineer, Gannett Fleming, a copy of which is attached hereto and incorporated herein as **“Exhibit “A”**.
2. The Applicant shall comply with the June 22, 2015 correspondence of Gilmore & Associates, Inc., a copy of which is attached hereto and incorporated herein as **“Exhibit “B”**.
3. The Applicant shall comply with the June 24, 2015 correspondences of RETTEW, a copy of which is attached hereto and incorporated herein collectively as **“Exhibit “C”**.
4. The Applicant shall comply with the terms and conditions of the Conditional Use Order of the Board of Commissioners dated November 24, 2014, a copy of which is attached hereto and incorporated herein as **Exhibit “D”**.
5. The Applicant shall comply with any outstanding conditions as set forth in the Preliminary Plan Approval Resolution No. 2015-54, incorporated herein by reference.
6. The Applicant shall concurrently provide the Township with copies of all submissions to PennDOT.
7. The Applicant shall provide the Township with an Event Circulation Plan and an Evacuation Plan, both of which are to the Township’s satisfaction, prior to the issuance of any building permits for this Project.
8. The Applicant shall obtain all necessary approvals for sewage transportation and treatment for the Project from all required entities, including, but not limited to, Radnor Township, Lower Merion Township, and the Pennsylvania Department of Environmental Protection, prior to the issuance of any building permits for occupied structures being constructed as a part of this Project.
9. The Applicant shall install fencing along South Ithan Avenue and the SEPTA right-of-way of a type and design approved by the Township.

10. If the erection/construction of the Performing Arts Center is not an active development submitted to the Township at the time construction is fully completed on the remainder of the Project, the Applicant shall submit amended land development plans showing the use of the PAC area as a parking lot.
11. The Applicant shall remove the existing parallel parking along one side of the drive aisle between Stone and Farrell Halls to provide an 18' wide drive aisle.
12. The Applicant shall install an elevator in the west side of proposed Church Walk Bridge over Lancaster Avenue to provide an ADA accessible entrance. This installation shall be substantially in compliance with the plans shown to the Board of Commissioners at the July 7, 2015 meeting.
13. The Applicant shall relocate to the West Lancaster Parking Lot the 3 SEPTA parking spots currently proposed in the middle of the Church Walk/West Lancaster Parking Lot/Dormitory Parking Lot intersection.
14. The Applicant shall alter the temporary main lot access to Ithan Avenue from the two existing separate driveways to a temporary single driveway during the Project.
15. The Applicant shall install a walking trail along Ithan and Lancaster Avenues as shown on the Radnor Greenways and Open Space Network Plan.
16. The Applicant shall comply with all other applicable Ordinances with respect to sewage, stormwater management, zoning, building code, as well as with all other Township, County, State and Federal ordinances, statutes, rules and regulations.
17. 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.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this day of July, 2015.

RADNOR TOWNSHIP

By: _____
 Name: William A. Spingler
 Title: President

ATTEST: _____



We answer to you.

3020 Columbia Avenue, Lancaster, PA 17603 • Phone: (717) 394-3721
E-mail: rettew@rettew.com • Web site: rettew.com

Engineers
Planners
Surveyors
Landscape
Architects
Environmental
Consultants

June 24, 2015

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

RE: Villanova University
Lancaster Avenue Housing, Related Parking Improvements, and
Performing Arts Center
Final Land Development Plan
Review No. 1 (REVISED)
RETTEW Project No. 101442003

Dear Steve:

We have completed our review of the above referenced plan as prepared by Nave Newell, Inc. Our review was of the following information received on June 1, 2015, lighting and mechanicals information supplements received on April 1, 2015, landscaping elevation views received on April 3, 2015, as well as the responses presented by the applicant verbally and in writing at the April 25 and May 11, 2015 Board of Commissioners meetings and May 4 and June 17 Township Planning Commission meetings:

1. Forty-one (41) plan sheets for Lancaster Avenue Housing dated December 5, 2014 and last revised May 26, 2015;
2. Thirty-two (32) plan sheets for West Lancaster Parking dated March 6, 2015 and revised May 26, 2015;
3. Thirty-seven (37) plan sheets for Pike Field Garage dated March 6, 2015 and revised May 26, 2015;
4. Nineteen (19) plan sheets for the Performing Arts Center dated March 6, 2015 and revised May 26, 2015;
5. Four (4) sheets for the Event Circulation Plan dated May 26, 2015;
6. Pedestrian, Parking, and Traffic Phasing Plan dated May 26, 2015;
7. Lancaster Avenue Housing Evacuation Plan with diagram dated March 2, 2015;
8. PECO response letter concerning additional landscape material stamped received December 19, 2014 by the Facilities Management Office;
9. Storm Water Management Report and Site Drainage Calculations dated March 6, 2015 and revised May 26, 2015; and,
10. A plan review comments response letter dated March 6, 2015.

Project Overview:

<u>Applicant:</u>	Villanova University
<u>Requested Action/Use:</u>	Final Land Development Plan Review: Lancaster Avenue Housing West Lancaster Parking



Pike Field Garage
Performing Arts Center

Zoning District: PI-Planned Institutional; CO-Commercial Office; R-3-Residence

Location and Size: Lancaster Avenue Student Housing and most related parking improvements properties are located between Lancaster Avenue and the SEPTA R-100 tracks, and between Pike Field and Farrell Hall on the Villanova campus. Improvements to the SAC Garage are located on land at the north end of the Main Campus along the AMTRAK/SEPTA rail lines. Apart from the SAC Garage site, the subject lands are roughly coincidental with the CICD development proposal which the applicant indicated contained gross site area of approximately 13.81 acres.

Existing Use: Surface parking lots and small University office buildings.

Proposed Use: Student dormitories, student-centered retail, Performing Arts Center, and related Pike Parking Garage, West Lancaster Avenue parking lot, and SAC Garage expansion.

We performed a compliance review of the land development plans with certain elements of the Radnor Township Zoning Ordinance, with the applicant's phasing plan, and with the Radnor Township Comprehensive Plan. Following discussions at the June 17 Township Planning Commission meeting, our June 8, 2015 review letter was revised and is submitted here to reflect the latest discussions on the review letter comments. In addition, our June 8, 2015 report on the status of the applicant's compliance to date with the conditions of the Board of Commissioners' CICD conditional use approval was updated and is provided to you for the Board of Commissioners in a separate memorandum. We have the following remaining comments here on Villanova's Final Plan submittal:

SPECIFIC ZONING

1. Landscaping information has been provided by the applicant including section and elevation drawings along the south property line of the Housing portion of the site showing new and existing vegetation looking in a west to east direction as well as in a south to north direction. These views demonstrate that the proposed Buffer Planting Strip along the R-100 line provides a screen of sufficient density not to be seen through and of sufficient height to constitute an effective screen and give maximum protection and immediate visual screening to an abutting property or district (§ 280-4B, § 280-68.1.D(3), and § 280-71.D). The same views of the landscaping proposed for the West Lancaster Parking Plan have been provided and demonstrate the same buffering sufficiency.
2. Sub-section 71.A of the zoning ordinance requires buffer planting strips to be not less than 20 feet in width. There are places at the rear of the West Lancaster Parking and Lancaster Housing where the width of the buffer planting strip is less than 20 feet wide. However, Sub-section 71.D allows for alternative buffer planting strips stating, "As an alternative to the possibly linear appearance

of the minimum requirements above, applicants are encouraged to provide innovative, free-form buffers which need not be located entirely within the minimum required width. Such alternative buffers shall be subject to approval by the Township." Such alternative buffer planting strips would be required to meet the same "screen of sufficient density not to be seen through...and immediate visual screening..." standard as noted above and our review concludes that the standard is met.

3. Landscaping information has been provided by the applicant including a plan view of the landscaping proposed to surround the Pike Field Parking Garage and the Performing Arts Center. Further, the applicant indicated during its presentation at the March 10 Planning Commission meeting that it will provide additional landscaping along the eastern boundary of Pike Field as desired by residents of Barley Cone Lane to buffer their view of the Pike Field Parking Garage and Performing Arts Center. The development plan needs to reflect this additional landscaping desired by the Barley Cone Lane residents. The ultimate standard required of such landscaping is the same as above "a screen of sufficient density not to be seen through and of sufficient height to constitute an effective screen and give maximum protection and immediate visual screening to an abutting property or district," as called for by § 280-68.1D(3)(b) and § 280-71.D.
4. The submitted lighting plan information for all four development plans includes isometrics that demonstrate light at the nearby residential property lines is well below the maximum 0.5 foot-candles allowed. The information also demonstrates that the site and area lighting proposed within the CICD complies with International Dark Sky Association (IDA) full cut-off standards (§ 280-68.1.D(3)[g]).
5. The Housing plan needs to include information describing the sound attenuation devices that are a part of or are to be installed on all mechanical, electrical, and trash equipment to minimize noise pollution at any adjacent residential property line (§ 280-68.1.D(3)[f]). A fence and gate enclosure are proposed to surround the trash compactor shown at the R-100 end of the eastern portion of Building 1-C in the Housing Plan, and an Acoustifence noise reducing fence cover will be woven into the full fence and gate. The equipment in the mechanical pit adjacent to South Ithan Avenue sits below grade and will be bounded by a safety fence such that sound will be contained and should not unacceptably spill over onto Ithan Avenue.

CHURCH WALK AND PEDESTRIAN BRIDGE PLAN

1. On Sheet L1.1, diagonal lines cover nearly all of the Aldwyn Triangle. If those diagonal lines are meant to indicate that virtually all of the Triangle is being preserved, a note to explain that should be added to the plan.

PHASING AND PEDESTRIAN PARKING AND TRAFFIC PLAN

1. Phase 1 - the buffer planting strip that is proposed between the proposed West Lancaster Parking Lot and the R-100 line needs to be ordinance compliant and in place prior to the start of construction of any part of Phase 2.

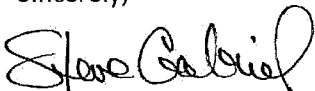
2. Phase 1 – any landscaping to be installed on Villanova property along the Barley Cone Lane properties at the request of the property owners needs to be installed during Phase 1 construction activities and before the start of construction of the Pike Field Garage in Phase 2A.
3. Phase 3 – according to the land development plan, vehicular access to the Pike Garage will be provided through the parking lot aisle behind the proposed dormitories and needs to be available when the Pike Garage opens after its completion in Phase 2A. Until the dormitories and parking lot behind are completed in Phase 3, Villanova and its contractors working on the dormitories and associated parking lot need to maintain temporary access through the dormitories/parking lot construction site to the Pike Garage in order for the traffic and special event management to work as proposed by Villanova.
4. Phase 3 - the buffer planting strip that is proposed between the proposed parking to the rear of the proposed new dormitories and the R-100 line needs to be ordinance compliant and in place prior to occupancy of the dormitories and prior to the construction start of any part of Phase 4.

COMPREHENSIVE PLAN CONSISTENCY

1. Our previous review indicated that Villanova's proposed development plan was generally consistent with various components of the Township's Comprehensive Plan including Institutional uses, Environment and Natural Resources, Transportation and Circulation, and Stormwater policies.

Should you have any questions or require any additional information, please do not hesitate to contact us at any time.

Sincerely,



Stephen R. Gabriel, PP
Township Planning Consultant

copy: Steve Norcini, Public Works Director (email: snorcini@radnor.org)
Suzan Jones (email: sjones@radnor.org)
Kevin Kochanski, RLA, CZO – kkochanski@radnor.org
Roger Phillips, PE – rphillips@gfnet.com
Amy Kaminski, PE – akaminski@gilmore-assoc.com
John B. Rice, Esq. – jrice@grimlaw.com
Peter Nelson, Esq. – pnelson@grimlaw.com



Date: June 30, 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 University – Lancaster Avenue Housing
Villanova University – Applicant

Date Accepted: June 1, 2015
90 Day Review: August 30, 2015

Gannett Fleming, Inc. has completed a review of the Villanova University Lancaster Avenue Housing Final Plan for compliance with the Radnor Township Code. This Final Plan was reviewed for conformance with Zoning, Subdivision and Land Development, Stormwater Management, and other applicable codes of the Township of Radnor. A review was also completed for the accompanying plans for the West Lancaster Parking Lot, Pike Field Garage, the Performing Arts Center, and the Church Walk Bridge submitted in support of the Lancaster Avenue Housing Land Development.

Conditional use approval was granted on November 24, 2014 to permit the development under CICD (decision attached). The applicant is proposing to construct a 1,138 bed student housing facility in six buildings with associated retail space.

The following waivers were approved during preliminary approval:

- §255-27.H – To permit a 30 ft radius curb on the southwest corner of Ithan Avenue and Lancaster Avenue intersection.
- §255-29.A.(12) – To permit 22' entry/exit drives as shown on the Plan.

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



The applicant appeared before the Planning Commission on June 17, 2015. The Planning Commission recommended approval of the plans based on the following conditions:

- That the applicant complies with the consultants letters.
- When construction is complete, if the Performing Arts Center is not an active project, the applicant must submit an amended land development plans and application (for the future use of the Performing Arts Center temporary parking area).
- That the applicant request a waiver for the 18' wide driveway at Stone and Farrell.
- Revisit the accessibility to the bridge and provide an accessible entrance at Lancaster Avenue for handicapped persons in addition to the staircase.
- The applicant is to discuss the elimination of 3 SEPTA parking spots and the relocation that is acceptable with Staff.
- Staff and Villanova are to work out the issues of comments under the Pike Parking Garage specifically relating to extending the southbound left-turn lane at Ithan Avenue and the main lot access to Ithan Avenue be altered at two separate driveways.

Lancaster Avenue Housing

Plans Prepared By: Nave Newell

Dated: 12/05/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(3)(f)[2] – Mechanical/electrical equipment and trash shall be screened from view. In addition, sound attenuation shall be installed on all equipment to minimize noise pollution at any adjacent residential property line. The applicant has provided a detail of a “wood fence and rolling gate with sound barrier @ service area”. The applicant must clearly label on the plans where this will be located.
2. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The applicant has provided a lighting design book for this project that indicates compliance with the IDA requirements.

II Subdivision and Land Development

1. §255-21.B(1)(j) – A complete outline survey of the property to be subdivided or developed, showing all courses, distances, tie-ins to all adjacent intersections and areas must be provided on the plans.
2. §255-27.H(6) - Minimum curb radii at street intersections shall be 25 feet for local streets; 30 feet for collectors; 35 feet for arterials; and 10 feet for driveways. The applicant received a waiver during preliminary plan approval to provide a 30 foot curb radius at the southwest corner of the Ithan/Lancaster Avenue intersection.
3. §255-29.A.(12) – The width of entrance and exit drives shall be a minimum of 25 feet for two-way use. The entrance exit drive shown on the plan into the proposed parking area behind the student housing from Ithan Avenue is 22 feet. The applicant received a waiver during preliminary plan approval for this requirement.
4. §255-43.1.E(2) – Where, upon agreement with the applicant or developer, it is determined that the dedication of all or any portion of the land area required for park and recreation purposes is not feasible, the applicant or developer shall pay a fee in lieu of dedication of any such land to the Township. The fee for non-residential subdivisions or land developments shall be \$3,307 per 4,000 square feet of building area. The fee is \$174,408.00 based on 210,957 square feet.
5. §255-54.B. – The central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. This will be confirmed at the building permit phase.

III Stormwater Management

1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration systems (201 and 202) appear to be located at a depth of 7-7.5 feet.
2. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

IV General Comments

1. The applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increase wastewater disposal generated by the project.
2. There must be 10 feet of horizontal clearance between the sanitary sewer and the storm sewer between MH S12 and MH S10, shown on sheet C4.1.
3. The size of all proposed sanitary sewer laterals must be shown on the plan.
4. A grease trap must be provided for the restaurant located in building 2A. Only the wastewater from food preparation areas and/or kitchen wastes may be routed through the grease trap. Restroom wastes may not be discharged to the grease trap.
5. We note that the number of parking spaces for the entire project has increased from the previous submission. There will be a reduction of 1 parking space in the Nevin Field House parking area along North Ithan Avenue and the addition of 4 parking spaces in the West Lancaster Parking Lots.
6. On Sheet C2.3, the parking tabulation chart for Phase 2 indicates that there will be 4,853 parking spaces provided during construction. The chart lists parking spaces that total 4,873. This must be revised to be consistent.
7. The revised phasing plan provided with the Final plan submission must be replaced in the TIS. The plan provided in the TIS is outdated.

West Lancaster Parking

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Stormwater Management

1. The “Volume – One Inch” calculations provided on page 24-26 appears to have some inconsistencies and should be reconciled.
 - a. The rainfall depth “P” is variable for each BMP when a value of 1-inch appears to be required. The applicant must explain/correct as appropriate.
 - b. The applicant must provide supporting calculation/documentation for the volumetric storage and volume credit for Infiltration Systems No. 101, 102, 103, and 104.



2. The applicant must provide a typical section for Infiltration System 3.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

II General Comments

1. All existing utility service laterals must be shown on the plans.
2. Sheet 2.1 of the plans indicate that there are 21 Septa parking spaces. The response letter submitted and landscaping plans indicate that there are 20 Septa parking spaces. This must be revised to be consistent.

Pike Field Garage

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Subdivision Land Development

6. §255-54.B. – The central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. The proposed fire access lane is proposed to be grass pavers. This will be confirmed at the building permit phase.

II Stormwater Management

1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration systems appear to be located at a depth of 10 to 11.5 feet.
2. The applicant must provide supporting calculation/documentation for the volume value reported on page 52 for “POI-3A - Elevate Low flow Orifice 6” to 411.00”. It is not clear from the report or the plans how this value was determined.

3. It is unclear from the charts provided on page 140-141 of the stormwater report how the tributary drainage area for YD-G3 is accounted for.
4. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Performing Arts Center

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The applicant has provided a lighting design book for this project that indicates compliance with the IDA requirements.
2. §280-68.1.D(3)(g) – The photometric layout or plan grid (showing footcandle levels) must be shown on sheet 7.1.

II Stormwater Management

1. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Church Walk and Bridge

Plans Prepared By: Nave Newell

Dated: 03/13/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(2)(b) – Setbacks from the ultimate right-of way for major collector streets shall be 60 feet for surface parking lots. The visitors parking lot is less than 60 feet from



the proposed right of way line. This is a non-conformity that the applicant intends to continue.

2. §280-69.E(3) – Surface parking areas are classified as a category of use 1. Category 1 uses and structures shall be set back from rear and side property lines by 75 feet. The existing parking area is set back 20 feet. This is a non-conformity that the applicant intends to continue.

II Stormwater Management

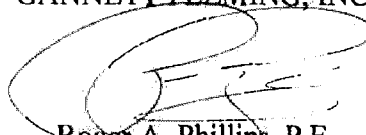
1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration system appear to be located at a depth of 7.5 feet.
2. The “Volume – One Inch” calculations provided on page 24-26 appears to have some inconsistencies and should be reconciled.
 - a. The rainfall depth “P” is variable for each BMP when a value of 1-inch appears to be required. The applicant must explain/correct as appropriate.
 - b. The applicant must provide supporting calculation/documentation for the volumetric storage and volume credit for Infiltration Systems No.104.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

We recommend that the plans be revised to address the comments stated above along with comments provided in the review memo from Gilmore and Associates prior to consideration for approval, or conditional approval shall include the applicant addressing the comments to the satisfaction of the Township Engineer.

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

ORDER

AND NOW, this 24th day of November, 2014, after due deliberation and discussion at public hearings, the Radnor Township Board of Commissioners does hereby grant the Conditional Use Application of Villanova University, subject to the following conditions:

1. The applicant shall comply with all other applicable Township Ordinances and shall submit a land development plan pursuant to the Township's Subdivision and Land Development Ordinance prior to the construction of any facilities.

2. That the transportation, roadway and signalization and improvements necessary for the construction have full access to Ithan Avenue from both the Pike Lot Parking Garage and Lancaster Avenue housing parking area with provisions for stop control for both parking accesses to Ithan Avenue and a pedestrian activated signal including the new pedestrian crosswalk be required if approved by PennDOT, unless waived by the Board of Commissioners during the land development process.

3. That during the land development process an event circulation plan be developed to address event parking and traffic circulation with the input of the Radnor Township Police Department and Township traffic engineer outlining procedures, traffic patterns, parking configurations and way finding techniques for the various sporting and other events held at the University. Upon development of the event circulation plan, Villanova shall be responsible for constructing and/or installing such signs, structures, or other directional aids necessary to implement the event circulation plan.

4. That Villanova University contributes the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) towards the design, approval and installation of a traffic adaptive signal system that would incorporate the following signalized intersections along Lancaster Avenue:

- a. Sproul Road/Spring Mill Road; Aldwyn Lane/ Kenilworth Street
- b. Church Walk
- c. Ithan Avenue
- d. Lowrys Lane
- e. Airdale Road
- f. County Line Road

5. That during the land development process an emergency evacuation plan for the new student housing be developed.

6. That appropriate fencing be provided on both the north and south sides of Lancaster Avenue in the area of the church walk pedestrian bridge in an effort to restrict pedestrian traffic from accessing the campus. A gate shall be provided for vehicular and pedestrian access during church events if approved by the Board of Commissioners during the land development approval process.

7. That the University preserve the entire area known as the Aldwyn Triangle and restrict it as open space except for that portion of the area necessary to provide pedestrian activity and handicap accessibility improvements for the adjacent SEPTA rail line.

8. That a landscape and buffer plan be developed to comply with Section 280-68.1.D. (3)(b) of the Zoning Ordinance.

9. That Villanova seek permission from PECO to plant screening on the south side of the PECO R-100 line to visually screen the SEPTA bridge from the adjacent residential neighbors. Provided that the applicant receives permission, Villanova shall provide an installation and maintenance plan of the vegetation necessary for this screening during land development.

10. Villanova shall provide Radnor Township a list of contractors, subcontractors and vendors and their addresses within twenty (20) days of the execution of any contracts by Villanova in connection with the development and/or construction of the proposed project. The purpose of this list is to permit the Township to audit for required business privilege/mercantile taxes.

11. During the land development process, the Applicant shall use its best efforts to develop and construct stormwater management facilities, including green infrastructure practices and components that meet or exceed infiltration or retention requirements as currently required by the Radnor Township Stormwater Management Ordinance. The Applicant shall conduct soil testing as necessary to determine whether the site can accommodate volume management in excess of 1-inch of run-off from all impervious surfaces resulting from the project. If soil testing indicates that it is possible to provide volume management in excess of 1-inch of run-off, the Applicant shall construct such necessary stormwater facilities on the site to accommodate this increased volume.

12. The Applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increased waste water disposal generated by the project.

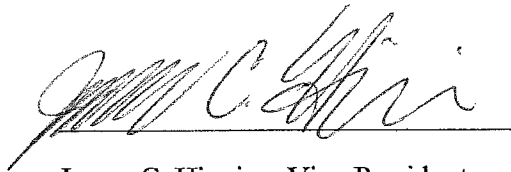
13. The Applicant shall develop a traffic plan during the land development process delineating the paths by which the existing population of commuting and part-time students will be directed to and from parking for each phase of the construction.

14. The Applicant shall permit parishioners to park, on a space available basis, on the north side of Lancaster Avenue on existing Villanova property adjacent to the church for church related events.

15. The Applicant shall maintain a pedestrian crosswalk from the proposed project site to the existing church at the present church walk location if approved by Penn Dot.

16. The Applicant shall insure that no amplified music or other excessive noise shall emanate from any of the south facing dormitories. During the land development process, the Township and applicant shall establish a permissible sound level at the property boundary of the the Aldwyn Lane residential uses.

17. The Applicant's land development plans shall be in substantial conformity with the Conditional use plans dated May 2, 2014 as amended during the hearings.



James C. Higgins, Vice-President

Radnor Township Board of Commissioners

Date of mailing _____

CONDITIONAL USE APPLICATION OF VILLANOVA UNIVERSITY

ORDER

AND NOW, this 24th day of November, 2014, after due deliberation and discussion at public hearings, the Radnor Township Board of Commissioners does hereby grant the Conditional Use Application of Villanova University, subject to the following conditions:

1. The applicant shall comply with all other applicable Township Ordinances and shall submit a land development plan pursuant to the Township's Subdivision and Land Development Ordinance prior to the construction of any facilities.

2. That the transportation, roadway and signalization and improvements necessary for the construction have full access to Ithan Avenue from both the Pike Lot Parking Garage and Lancaster Avenue housing parking area with provisions for stop control for both parking accesses to Ithan Avenue and a pedestrian activated signal including the new pedestrian crosswalk be required if approved by PennDOT, unless waived by the Board of Commissioners during the land development process.

3. That during the land development process an event circulation plan be developed to address event parking and traffic circulation with the input of the Radnor Township Police Department and Township traffic engineer outlining procedures, traffic patterns, parking configurations and way finding techniques for the various sporting and other events held at the University. Upon development of the event circulation plan, Villanova shall be responsible for constructing and/or installing such signs, structures, or other directional aids necessary to implement the event circulation plan.

4. That Villanova University contributes the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) towards the design, approval and installation of a traffic adaptive signal system that would incorporate the following signalized intersections along Lancaster Avenue:

- a. Sproul Road/Spring Mill Road; Aldwyn Lane/ Kenilworth Street
- b. Church Walk
- c. Ithan Avenue
- d. Lowrys Lane
- e. Airdale Road
- f. County Line Road

5. That during the land development process an emergency evacuation plan for the new student housing be developed.

6. That appropriate fencing be provided on both the north and south sides of Lancaster Avenue in the area of the church walk pedestrian bridge in an effort to restrict pedestrian traffic from accessing the campus. A gate shall be provided for vehicular and pedestrian access during church events if approved by the Board of Commissioners during the land development approval process.

7. That the University preserve the entire area known as the Aldwyn Triangle and restrict it as open space except for that portion of the area necessary to provide pedestrian activity and handicap accessibility improvements for the adjacent SEPTA rail line.

8. That a landscape and buffer plan be developed to comply with Section 280-68.1.D. (3)(b) of the Zoning Ordinance.

9. That Villanova seek permission from PECO to plant screening on the south side of the PECO R-100 line to visually screen the SEPTA bridge from the adjacent residential neighbors. Provided that the applicant receives permission, Villanova shall provide an installation and maintenance plan of the vegetation necessary for this screening during land development.

10. Villanova shall provide Radnor Township a list of contractors, subcontractors and vendors and their addresses within twenty (20) days of the execution of any contracts by Villanova in connection with the development and/or construction of the proposed project. The purpose of this list is to permit the Township to audit for required business privilege/mercantile taxes.

11. During the land development process, the Applicant shall use its best efforts to develop and construct stormwater management facilities, including green infrastructure practices and components that meet or exceed infiltration or retention requirements as currently required by the Radnor Township Stormwater Management Ordinance. The Applicant shall conduct soil testing as necessary to determine whether the site can accommodate volume management in excess of 1-inch of run-off from all impervious surfaces resulting from the project. If soil testing indicates that it is possible to provide volume management in excess of 1-inch of run-off, the Applicant shall construct such necessary stormwater facilities on the site to accommodate this increased volume.

12. The Applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increased waste water disposal generated by the project.

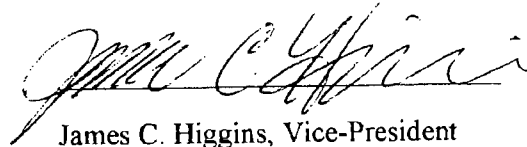
13. The Applicant shall develop a traffic plan during the land development process delineating the paths by which the existing population of commuting and part-time students will be directed to and from parking for each phase of the construction.

14. The Applicant shall permit parishioners to park, on a space available basis, on the north side of Lancaster Avenue on existing Villanova property adjacent to the church for church related events.

15. The Applicant shall maintain a pedestrian crosswalk from the proposed project site to the existing church at the present church walk location if approved by Penn Dot.

16. The Applicant shall insure that no amplified music or other excessive noise shall emanate from any of the south facing dormitories. During the land development process, the Township and applicant shall establish a permissible sound level at the property boundary of the the Aldwyn Lane residential uses.

17. The Applicant's land development plans shall be in substantial conformity with the Conditional use plans dated May 2, 2014 as amended during the hearings.



James C. Higgins, Vice-President

Radnor Township Board of Commissioners

Date of mailing 12/5/14



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: June 22, 2015

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

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

cc: Kevin Kochanski, ASLA, R.L.A., Director of Community Development
Roger Phillips, P.E., Senior Project Manager, Gannett Fleming, Inc.
Steve Gabriel, PP, RETTEW
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

Reference: Villanova University – Lancaster Avenue Redevelopment
Final Land Development Review #1 - *Revised*
Radnor Township, Delaware County, PA

G&A 12-04054

Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

I. BACKGROUND

The applicant, Villanova University, intends to develop/redevelop several parcels located along Lancaster Avenue, southeast and southwest of the Ithan Avenue intersection, in Radnor Township, Delaware County. The project includes construction of student housing (1,135 bed apartment-style residence halls), retail shops (University Bookstore, bistro and small convenience store, size to be determined) along with 147 surface parking spaces to be located on the southwest corner of Lancaster Avenue and Ithan Avenue. In addition, the project includes construction of a Performing Arts Center (with 500 – 650 total seats in two theaters) and a multilevel parking structure (1,293 spaces) to be located on the southeast corner of Lancaster Avenue and Ithan Avenue. Villanova University intends to eliminate many of the existing driveway accesses located on the south side of Lancaster Avenue, west of Ithan Avenue and construct a shared surface parking lot to the rear of the existing university buildings along the south side of Lancaster Avenue. The Church Walk access and associated signalization will be relocated west of the present location and a new right in driveway will be constructed west of Church Walk. The applicant also intends to construct a pedestrian walkway over Lancaster Avenue at the present Church Walk access location.

BUILDING ON A FOUNDATION OF EXCELLENCE

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

www.gilmore-assoc.com

II. DOCUMENTS REVIEWED

1. Final Land Development Submission for West Lancaster Parking, consisting of 32 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
2. Final Land Development Submission for Church Walk and Bridge, consisting of 20 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 13, 2015 last revised May 26, 2015.
3. Final Land Development Submission for Pike Field Garage, consisting of 37 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
4. Final Land Development Submission for Lancaster Avenue Housing, consisting of 41 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated December 5, 2014, last revised May 26, 2015.
5. Final Land Development Submission for Performing Arts Center, consisting of 19 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
6. Pedestrian Parking & Traffic Plan, consisting of 5 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
7. Event Traffic Circulation Plan, consisting of 4 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
8. Response Letter, prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
9. Transportation Impact Study dated May 25, 2015 prepared by F. Tavani Associates, Inc.
10. Response Letter dated May 25, 2015 prepared by F. Tavani Associates, Inc.

III. CONSTRUCTION PHASING

The applicant has identified the following construction phasing Sheet 7 of 41(C2.3) *Project Phasing Plan* of the Lancaster Avenue Plan set.

1. During all Construction phasing, pedestrian facilities must be provided including along Lancaster Avenue and Ithan Avenue.
2. Phase 1 Improvements
 - i. St. Augustines Center Garage Expansion
 - ii. Improvements to the West Lancaster Parking facilities
 - iii. Ingress from Lancaster Avenue at existing driveways
 - iv. Egress to Lancaster Avenue at signal at the existing Church Walk driveway
 - v. Closure of Pike Lot surface parking field

Comment: Pedestrian movement is unimpeded during this phase.

3. Phase 2 Improvements (includes Highway Occupancy Permitting)
 - i. Construction of the Pike Field Parking Garage
 - ii. Temporary improvements to Pike Lot surface lot at the site of the future Performing Arts Center – PAC
 - iii. Construction of the Pedestrian Bridge over Lancaster Avenue
 - iv. Improvements to visitor lot, west of existing Church Walk

v. Lancaster Avenue and Ithan Avenue improvements

Comment: During the Phase 2 construction, a temporary walkway for the SEPTA Facility/South Campus student walkers is required. In addition, the pedestrian facilities and crosswalks at Lancaster Avenue and Ithan Avenue must be provided.

4. Phase 3 Improvements

- i. Construction of Student Housing Complexes 1 and 2
- ii. Continued use of Pike Lot surface lot at the site of the future Performing Arts Center – PAC

Comment: Pedestrian movement is unimpeded during this phase.

5. Phase 4 Improvements (Upon availability of funding)

- i. Elimination of Pike Lot surface lot
- ii. Construction of Performing Arts Center

Comment: Pedestrian movement is unimpeded during this phase.

IV. REQUESTED WAIVERS

1. §255-27.H – The applicant has been granted a waiver to permit a 30ft. curb radii for the curb on the southwest corner of Ithan Avenue and Lancaster Avenue.

V. GENERAL COMMENTS

1. Depending on the outcome for the preliminary/final approval for the proposed lot consolidation for the West Lancaster Avenue plan (dated 4/9/2015), the following comments may apply to the proposed improvements for the West Lancaster Parking Plan:
 - i. §255-29.A(1) – Parking aisle widths shall be a minimum of 18' for one-way aisles. The aisle between Stone and Farrell Hall is less than 18 feet and appears to include two-way vehicular movement.
 - ii. §255-29.A(15) All dead-end parking areas shall be designed to provide sufficient backup area for end stalls in the parking area located south of Farrell Hall.
 - iii. §255-29.A(21) – Concrete curbing is required along the perimeter of the parking areas in the area south of Farrell Hall.
2. Provide detectible warning surfaces for all pedestrian curb ramps.
3. Structural drawings for the pedestrian bridge and ramp should be provided for Township review.
4. Americans with Disabilities Act Accessibility Guidelines (ADAAG) comments:

- i. §4.1.1.(1) and (4) – During construction, ADA accessible facilities must be maintained or temporary facilities provided for all existing pedestrian routes onsite and along Lancaster Avenue and Ithan Avenue.
 - ii. §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Several locations require an ADA accessible route as follows:
 - a. Provide an accessible route near the proposed staircase located adjacent to the Lancaster Avenue sidewalk or eliminate the staircase from the design.
 - b. Provide an accessible route or eliminate the proposed steps/risers between Geraghty and Griffin Hall.
 - c. Provide an accessible route or eliminate the proposed steps/risers between the Farrell Hall surface lot and the pedestrian route to Geraghty Hall. Include a curb ramp from the sidewalk to cross the proposed driveway access.
 - iii. §4.6.2 – Accessible parking spaces shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. Each building should include a minimum of one accessible parking space.
 - iv. §4.9.4 – Handrails shall be included and continuous along both sides of stairs and ramps. Additional detail must be provided to verify handrails are included in the design.
5. Consider including phasing numbers in the title of all plan sets to clarify the progression of work.
6. Traffic calming elements should be discussed with nearby affected neighborhoods, particularly residents on Aldwyn Lane.
7. Final Land Development Requirements:
- i. For plan clarity, provide a separate Pavement Marking and Signage Plan (PMSP). On the PSMP include final pavement markings and signage and exclude any existing pavement markings and signage that will be eradicated.
 - ii. Provide traffic signal construction and permit plans for both signalized intersections along with the construction and permit plans for the two proposed pedestrian-activated Rectangular Rapid Flashing Beacons (RRFB) on Ithan Avenue. The applicant has indicated these plans will be provided with the Highway Occupancy Permit application.
 - iii. Identify the design details for all proposed curb ramps. Provide PennDOT CS-4401 forms for all proposed curb ramps within any public rights-of-way.
8. Revise all stop bars locations to a minimum of 4 feet from any pedestrian crosswalk.

VI. WEST LANCASTER AVENUE (WLA) PARKING PLAN COMMENTS

1. Sheet 5 of 32 (C2.1):
 - i. Provide an accessible route or eliminate the proposed steps/risers along the sidewalk located between Geraghty and Griffin Hall.
 - ii. Provide an ADA compliant curb ramp at the proposed curb adjacent to the existing sidewalk near Farrell Hall.
 - iii. Provide curb ramps for the revised Emergency Access to Lancaster Avenue.
 - iv. Clarify the intended use of the gore striping near the Farrell Hall building. If this is intended to be used as a loading area or restricted parking, include signage and pavement markings as needed.
 - v. Provide an accessible pedestrian route from the Farrell Hall surface lots that cross the new right in/right out driveway and continues east to the new surface lot between the new driveway and Geraghty Hall; the proposed stairs are not accessible to individuals with disabilities. Include a sidewalk parallel to the Farrell Hall driveway access to eliminate the need for pedestrians to walk in the active driveway.
 - vi. Straighten the skewed walking route proposed for the right in/right out access to Lancaster Avenue to a more direct route. It is unlikely pedestrians will follow the current design.
2. Sheet 6 of 32 (C2.2):
 - i. Revise the phasing for the construction of the fence across Church Walk to a later phase (Phase 2B). The existing Church Walk driveway will need to be fully operational during Phases 1 and 2A and the proposed fence extends across a portion of the driveway.
 - ii. Revise the phasing for the construction of the fence on the north side of Lancaster Avenue, to follow the completion of the Pedestrian Bridge. The Church Walk Pedestrian Access/or the proposed temporary pedestrian route must remain accessible during the WLA construction.
3. Provide direct ADA access from the WLA Visitor Parking lot to the sidewalk adjacent to Lancaster Avenue. Include an ADA ramp that runs parallel to the sidewalk in place of one set of the proposed stairs.
4. Eliminate the three parking spaces adjacent to the railroad tracks in the middle of the new Church Walk intersection to reduce potential conflicts with moving traffic at the intersection.
5. Provide a 4" yellow line instead of a 4" white line perpendicular to the stop bar at the new Church Walk intersection near the railroad tracks.

VII. CHURCH WALK PLAN

1. Provide a construction narrative within the plan set. The new Church Walk access to Lancaster Avenue must be fully operational (fully constructed and signaled) prior to construction of the Pedestrian Bridge.

2. Sheet 4 of 20 (C2.1): Include a Stop Sign (R1-1) for the WLA visitor lot exit.
3. Sheet 6 of 20 (C4.1): Church Walk and Lancaster Avenue
 - i. Provide the proper lane use control signage for each approach to the intersection.
 - ii. Extend the stop bar on the eastbound approach to the edge of the curb line.
 - iii. Refer to PennDOT Publication 111 *Traffic Control Pavement Markings and Signing Standards, TC-8600 Pavement Markings* for the following corrections:
 - a. Revise the 4" broken white line to a 6" solid white line for distance of 150' measured from the stop bar, on the east and westbound approaches to the intersection.
 - b. The ARROW/ONLY templates should be located 60' from the stop bar.
 - iv. ADAAG §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Provide an accessible route for access to the Pedestrian Bridge near the proposed staircase located adjacent to the Lancaster Avenue or eliminate the staircase closest to Lancaster Avenue from the design.

VIII. PIKE GARAGE PLAN COMMENTS

1. Sheet 7 of 37 (C2.2):
 - i. ADAAG §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Provide an accessible pedestrian route to the multipurpose athletic field or eliminate the proposed stairs.
 - ii. Provide an accessible route from the handicapped parking spaces located in the northwest corner of the Pike Field surface lot to the Lancaster Avenue and Ithan Avenue intersection.
 - iii. Include an accessible curb ramp for the pedestrian crosswalk receiving ramp located on the northeast corner of Lancaster and Ithan Avenue.
 - iv. Revise the location of the arrow leader for the CURB RAMP TYPE 1 on the southeast corner of Lancaster and Ithan Avenue intersection. It appears to point to the sidewalk.
 - v. The applicant has extended the southbound Ithan Avenue left turn lane width to a full width length of 175' with a 100' taper. Please include truck turning templates to ensure proper placement of stop bars on both Lancaster Avenue and Ithan Avenue; adjust the locations as need to accommodate truck turns. It is likely the Lancaster Avenue westbound left turn stop bar will need to be adjusted.
 - vi. The plans include a midblock pedestrian crosswalk on Ithan Avenue, between Bartley Hall and Jake Nevin Field House, north of Lancaster Avenue.
 - a. The 2009 MUTCD Section 3B.18 indicates that an engineering and traffic study should be performed before crosswalks are installed at a location away from a signalized intersection or a stop controlled intersection.

- iii. Verify sight distance is available for the proposed crosswalks on Ithan Avenue and include a note on the plan indicating the existing and required sight distance for both pedestrian crosswalks.
2. Sheet 9 (C2.5): Revise the Lancaster Avenue median gore at Church Walk in Exhibit 4 to accommodate the left-turn exits from Church Walk.
3. The applicant may want to consider designating short term parking for spaces located near the proposed retail space in the LAH parking area to encourage parking turnover.
4. Relocate bus stops along eastbound Lancaster Avenue to align with the future proposed pedestrian access. Include the relocated bus stops on the proposed plan.
5. Provide ADA compliant curb ramps for the SEPTA station including access to the platform and the pedestrian bridge ramp area.

X. PERFORMING ARTS CENTER PLAN

No transportation comments.

XI. LANCASTER AVENUE HOUSING PEDESTRIAN PARKING & TRAFFIC PLAN

1. Phase 1: Phase 1 improvements may require signal timing modifications at the Church Walk intersection due to the redistribution of traffic from Ithan Avenue to the Church Walk signal. In addition, a Highway Occupancy Permit will be required to eliminate and construct driveway accesses along Lancaster Avenue.
2. Phase 2A: Revise the new temporary walkway to extend to the existing walkway.
3. Phase 2B: The proposed temporary pedestrian route for Phase 2B appears to utilize an unimproved surface along a grassy hill. The pedestrian route surface must be a stable, firm, slip-resistant surface and free of any tripping hazards. Provide additional detail on the Phase 2B pedestrian route in future submissions.

XII. EVENT CIRCULATION PLAN

1. The Radnor Police Department should review the Event Traffic Circulation Plan.
2. Refer to the Manual of Uniform Traffic Control Devices (MUTCD) 2009 (Chapter 2L *Changeable Message Signs*) and PennDOT Publication 646 *Intelligent Transportation Systems Design Guide* and verify the DMS sign placement/location based on the reading and decision zone, number of lines, character length and height is adequate for roadway conditions. Although the applicant has indicated the designer will refer to MUTCD 2009; the plans should be reviewed by the Township,

- b. Revise the plan to include a sight distance analysis and include the analysis on the plans.
 - c. Include a PEDESTRIAN warning sign (W11-2) sign along with a DIAGONAL DOWNWARD POINTING ARROW plaque (W16-7P) for both approaches to the midblock crosswalk.
 - d. Include detectible warning surfaces and accessible curb ramps for any pedestrian crossings.
 - e. Consider including a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) at the proposed mid-block crossing.
2. Sheet 8 of 37 (C2.3):
 - i. Revise the curb radii on the southwest corner of Ithan Avenue and Lancaster Avenue to provide a minimum 30ft. curb radii.
 - ii. Eliminate the stop bar on the southbound approach of Ithan Avenue at the proposed LAH/Pike Garage accesses.
 - iii. Relocate the proposed stop bar from the Pike Garage access to Ithan Avenue a minimum of 4 ' from the pedestrian crosswalk.
 - iv. It is unclear how the "Main Lot" access to Ithan Avenue was altered from the existing two separate driveways (one ingress and one egress to Ithan Avenue) to the proposed 25' wide full access to Ithan Avenue. Provide additional details and revise the plans as necessary. The proposed access location appears to be centered on the transition for the back to back left turn lanes on Ithan Avenue and will introduce turning conflicts that should be avoided.
3. Construction for the pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) at the Pike Garage is planned to coincide with the construction of the Pike Garage; however, the signal should remain hooded until after the LAH improvements are constructed and the pedestrian crosswalk is fully constructed during the LAH improvements.
4. Provide a KEEP RIGHT sign (R4-7) and OBJECT MARKER (OM1-3) on each end of the driveway median at Lancaster Avenue.

IX. LANCASTER AVENUE HOUSING PLAN COMMENTS

1. Sheet 6 of 41 (C2.2)
 - i. The plan identifies two pedestrian-activated Rectangular Rapid Flashing Beacons (RRFB) for the midblock pedestrian crossings on Ithan Avenue near both the South Campus dormitories and Aldwyn Triangle, and the LAH and Pike Garage accesses; Flashing Warning Beacon permits and construction plans are required for both locations. The applicant has indicated plans will be provided along with the Highway Occupancy Permit application.
 - ii. Eliminate the stop bar on southbound Ithan Avenue at the proposed LAH/PAC driveways.

3. For ease of recognition and memory retainage, the applicant should consider reducing the message length and eliminate parking structure names in favor of structure and sign colors.

XIII. TRAFFIC IMPACT STUDY

We have no additional comments.

RESOLUTION NO. 2015-54

RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE PRELIMINARY PLAN APPLICATION OF VILLANOVA UNIVERSITY FOR A PROPERTY LOCATED ON LANCASTER AVENUE AND ITHAN AVENUE PURSUANT TO PLANS PREPARED BY NAVE NEWELL, INC. ESTABLISHING A COMPREHENSIVE INTEGRATED COLLEGE DEVELOPMENT.

WHEREAS, Villanova University (“Applicant”) submitted a Preliminary Land Development Application (“Application”) for properties located on the southeast and southwest corners of Lancaster Avenue and Ithan Avenue within the Township’s PI - Planned Institutional Zoning District (“Property”) to establish a Comprehensive Integrated College Development (“CICD”) upon the Campus in accordance with Section 280-68.1 of the Township Zoning Ordinance; and

WHEREAS, this Application includes the following engineered plan sets (jointly referred to as the “Plan”):

- Preliminary Land Development Submission for Lancaster Avenue Housing, consisting of 35 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated December 5, 2014 and revised March 6, 2015.
- Preliminary Land Development Submission for West Lancaster Parking, consisting of 28 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.
- Preliminary Land Development Submission for Church Walk and Bridge, consisting of 20 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 13, 2015.
- Preliminary Land Development Submission for Pike Field Garage, consisting of 34 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.
- Preliminary Land Development Submission for Performing Arts Center, consisting of 18 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.

WHEREAS, the Application proposes the construction of student housing, retail shops, a parking garage, a performing arts center, and surface parking spaces as set forth on the Plan.

WHEREAS, the Application has been reviewed by both the Radnor Township Planning Commission and the Delaware County Planning Commission.

WHEREAS, the Applicant received conditional use approval for the CICD by Decision and Order of the Radnor Township Board of Commissioners dated November 24, 2014 (“CU Decision”); and

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby approve the Preliminary Plan of land development for Villanova University subject to the following conditions:

1. The Applicant shall comply with the May 4, 2015 correspondence of the Township Engineer, Gannett Fleming, a copy of which is attached hereto and incorporated herein as **“Exhibit “A”**.
2. The Applicant shall comply with the May 5, 2015 correspondence of Gilmore & Associates, Inc., a copy of which is attached hereto and incorporated herein as **“Exhibit “B”**.
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.
4. The Applicant shall comply with the terms and conditions of the Conditional Use Order of the Board of Commissioners dated November 24, 2014, a copy of which is attached hereto and incorporated herein as **Exhibit “D”**.
5. The Applicant shall install the enhanced stormwater system shown on the Plan. Additionally, the Applicant shall connect the existing PennDOT stormwater pipe from State Route 30 to Pike Field to the proposed stormwater system for the overall project.
6. The Applicant shall install the proposed right-hand turn lane along Lancaster Pike in front of the performing arts center and into the entrance drive for the Pike Field Garage.

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.
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.
9. The Applicant shall submit to the Township Engineer for review and approval all necessary legal descriptions and construction cost estimates of the site improvements.
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.
11. The Applicant shall comply with all other Township, County, State and Federal ordinances, statutes, rules and regulations.
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.
13. The Applicant shall provide a supplemental landscape plan for the buffer area along the Barley Cone Lane neighboring residents' property lines which shall be reviewed and approved by the Township.

In addition to the foregoing conditions of preliminary plan approval, the Board's determination with respect to the following waivers is as follows:

1. SLDO 255-29 A(2) to permit 22' entry/exit drives as shown on the Plan.

Approved
 Denied

2. SLDO 255-27 H. to permit a reduced 30 foot curb radius at the southwest corner of the Ithan/Lancaster Avenue intersection

Approved
 Denied

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 6th day of May, 2015.

RADNOR TOWNSHIP

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

ATTEST: _____



Gannett Fleming

100 Years

of Excellence Delivered As Promised

Date: May 4, 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 University – Lancaster Avenue Housing
Villanova University – Applicant

Date Accepted: January 6, 2015
90 Day Review: April 6, 2015 extended to May 11, 2015

Gannett Fleming, Inc. has completed a review of the Villanova University Lancaster Avenue Housing Preliminary Plan for compliance with the Radnor Township Code. This Preliminary Plan was reviewed for conformance with Zoning, Subdivision and Land Development, Stormwater Management, and other applicable codes of the Township of Radnor. A preliminary review was also completed for the West Lancaster Parking Lot, Pike Field Garage, the Performing Arts Center, and the Church Walk Bridge. We note that detailed plans have not been submitted for the SAC Parking Garage.

Conditional use approval was granted on November 24, 2014 to permit the development under CICD (decision attached). The applicant is proposing to construct a 1,138 bed student housing facility in six buildings with associated retail space.

The applicant appeared before the Planning Commission on April 6, 2015. The Planning Commission recommended approval of the plans based on the following conditions:

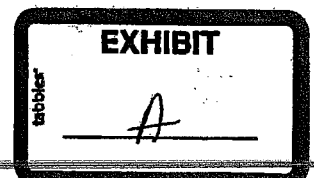
- Denial of the waiver request for Section 255-27.H, to permit a 25' radius curb on the southwest corner of Ithan Avenue and Route 30.
- The applicant meet all outstanding staff comments and review letters, or request waivers from comments.
- The applicant install an enhanced stormwater management plan as detailed to the staff, the public, and the Planning Commission at the March 26th meeting. This enhanced stormwater management system is to include infiltration and improved water quality as outlined at the March 26 meeting

Gannett Fleming, Inc.

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

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www.gannettfleming.com



- The applicant seek any and all easements necessary for the construction, maintenance and access to the pedestrian bridge.

The applicant has indicated that the following waivers will be requested from the Subdivision and Land Development Code:

- §255-27.H – To permit a 25 ft radius curb on the southwest corner of Ithan Avenue and Lancaster Avenue.
- §255-29.A.(12) – To permit 22' entry/exit drives between the parking areas in the West Lancaster parking lot, the Visitors and SEPTA parking lot, and Lancaster Avenue parking lot.

Lancaster Avenue Housing

Plans Prepared By: Nave Newell

Dated: 12/05/2015 and revised 03/06/2015

I Zoning

1. §280-68.1.D(2)(g)1 – Not more than 30% of CICD shall be occupied by buildings. The total building coverage may be increased to no greater than 45%, subject to the land preservation standards of this section, provided that in no event may the total building coverage of the applicant's entire campus within the PI zoning district exceed 30%. For purposes of calculating the total building coverage in the CICD, parking structures shall be included in the building area. A breakdown of the proposed 35.5% building coverage shown on the plans must be provided, including information from the other phases. The applicant has indicated that the total building area is 4.9 acres. The building area for each individual building must be provided.
2. §280-68.1.D(2)(g)2 – No individual building nor group of buildings not separated from each other by the minimum required separation distance noted below shall occupy more than 10% of the CICD site. Parking structures are not required to be included in the calculations of individual building coverage. The plan indicates building coverages of 7.6% for Residence Hall 2, 8.5% for Residence Hall 1 and the Performing Arts Center is 5.6%. A detailed breakdown of this calculation has been provided. It appears that the proposed % shown on the zoning tables are reversed for the residence halls. This must be revised.
3. §280-68.1.D(2)(h) – Not more than 45% of the CICD site may be covered by impervious surfaces; provided, however, if the CICD is redeveloping existing improved lands, then the maximum allowed impervious surface ratio shall be 45% or 10% less than the existing impervious surface ratio on the proposed CICD site, whichever is greater. In no event may the maximum allowed impervious surfaces on the applicants entire campus

within the PI Zoning District exceed 45%. The plan indicates that the entire campus proposes 36.4%. The existing impervious surface calculation for the CICD indicates it is 92% impervious therefore 82% is the maximum permitted. A detailed breakdown of how the 92% impervious was calculated must be provided. The impervious should be broken down by each separate area.

4. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The plan must provide calculations that indicate it is in compliance with IDA requirements.
5. §280-105.E – All outside lighting including sign lighting shall be directed in such a way as not to create a nuisance in any agricultural, institutional, or residential districts, and in every district all such lighting shall be arranged so as to protect the street or highway and adjoining property from direct glare or hazardous interference of any kind. Any luminary shall be equipped with some type of glare shielding device approved by the Township Engineer. The height of any luminary shall not exceed 25 feet. It appears that the detail for the luminary has been removed from the detail sheet. A clearly legible detail must be provided that indicates the proposed height.
6. §280-112.C – Areas of steep slopes containing slopes steeper than 14% shall be outlined as following (1) Areas containing slopes steeper than 14% but less than 20% shall be distinguished from the areas containing slopes of 20% or steeper. (2) Areas containing slopes of 20% and steeper shall be separately identified. The applicant has indicated that there will be disturbance in the steep slope area along Ithan Avenue. This disturbance is allowed under §280.112.D.(6) as it is required for construction of a roadway with no alternative routing along Ithan Avenue.

II Subdivision and Land Development

1. §255-20.B.(1)(d) – All applicable zoning districts for this land development must be provided on the plans. This must be shown on the overall plan sheet.
2. §255-27.H(6) – Minimum curb radii at street intersections shall be 25 feet for local streets; 30 feet for collectors; 35 feet for arterials; and 10 feet for driveways. The applicant has requested a waiver to allow a 25 foot radius curb on the southwest corner of Ithan Avenue and Lancaster Avenue.
3. §255-29.A.(12) – The width of entrance and exit drives shall be a minimum of 25 feet for two-way use. The entrance exit drive shown on the plan into the proposed parking area



behind the student housing from Ithan Avenue is 22 feet. The applicant has requested a waiver to allow for a 22' entrance and exit drive.

4. §255-43.1.B(2) – For all nonresidential subdivision and/or land developments, the amount of land to be dedicated for park and recreational area shall be 2,500 square feet per 4,000 square feet of building area. The applicant must conform to this section.
5. §255-43.1.E(2) – Where, upon agreement with the applicant or developer, it is determined that the dedication of all or any portion of the land area required for park and recreation purposes is not feasible, the applicant or developer shall pay a fee in lieu of dedication of any such land to the Township. The fee for non-residential subdivisions or land developments shall be \$3,307 per 4,000 square feet of building area. The applicant must conform to this section.
6. §255-54.B. – The system central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

III Stormwater Management

1. The applicant must provide an explanation or reconcile the inconsistency for the impervious area value for RG-10. Page 31 of the Stormwater Report lists the impervious area to be 9,216 SF, page 40 lists the impervious area to be 6,216 SF, page 149 lists the impervious area to be 6,216 SF and the table on the plan, and “Drainage Plan (Volume Management) lists the impervious area to be 9,216 SF.

IV General Comments

1. The applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increase wastewater disposal generated by the project.
2. A detail of the proposed fence/gate enclosure must be provided on the plans.

West Lancaster Parking

Plans Prepared By: Nave Newell

Dated: 03/06/2015

I Zoning

1. §280-43.D – No building shall be located less than 65 feet from a street right-of-way line, less than 20 feet from a side property line nor less than 25 feet from a rear property line. The applicant is proposing a 57.9 front yard setback and a 11.9 foot side yard setback. Both are non-conformities that the applicant intends to continue.

II Subdivision Land Development

1. §255-29.B.(1) – All parking areas shall have at least one tree 2 ½ inches minimum in caliper for every five parking spaces in single bays and one tree 2 ½ inches minimum in caliper for every parking space in double bay. A minimum of 10% of any parking lot facility over 2,000 square feet in gross area shall be devoted to landscaping, inclusive of required trees. The landscape plans indicate that there are 232 parking spaces for this project. The overall Lancaster Avenue housing plans indicate that there are 240 proposed spaces for this lot. This must be verified and all plans revised to be consistent.
2. §255-29.A.(15) – All dead-end parking areas shall be designed to provide sufficient backup area for all the end stalls of a parking area. The dead-end parking spaces behind Farrell Hall must be revised to include a sufficient back-up area.

III Stormwater Management

1. The applicant must provide an explanation or reconcile the inconsistency for the Area values listed for RG-101. The supporting calculations for the Volume Summary on page 24 list the overall drainage area to be 29,422 SF. Plan measurements of the sheet, Post Watershed Area Plan” appears to indicate a drainage area significantly larger (approximately 46,500 SF). It would be helpful if the applicant submitted documentation similar to page 36 of the Stormwater Report for the Lancaster Avenue Housing Phase that detailed the structure/facility’s total area, impervious area and pervious area.
2. The “Volume – One Inch” calculation sheet on pages 24-25 appears to have some inconsistencies and should be rechecked and resubmitted. Specific examples include the following



- a. RG-101's volumetric storage value of 1,472 CF seems inconsistent with the calculations shown for the cumulative storage and incremental storage volume values.
 - b. RG-102 has a similar calculation inconsistency – The T/G elevation of 438.5 listed, however calculations for the area, depth, ave. area etc. stop at elevation 438.00. Additionally the volumetric storage value of 1,846 CF does not appear consistent with the volume calculations provided for both the incremental and cumulative storage volume values.
 - c. The applicant must provide supporting documentation for the cumulative volume values reported for Infiltration systems 101, 102 and 103 similar to what was provided for the infiltration systems in the Lancaster Avenue Section of the Stormwater report on page 43-46.
3. The applicant must provide a summary table similar to what was provided for the Lancaster Avenue Housing calculations (p. 35-36) which details what drainage areas contribute to each BMP (or unmanaged area), including total drainage area, impervious area, and pervious area.
 4. The applicant must provide a plan similar to the "Post Development Drainage Plan (Volume Management)" provided for the Lancaster Avenue Housing portion of the project which includes a table detailing the impervious surfaces to each BMP.
 5. The "Inlet Area Plan" appears to be missing drainage areas for I-202A, I-202B, and some of the inlets along the Lancaster Avenue turning lane. Please update the plan so these values can be checked against what is being reported in the stormwater calculations.
 6. How and where is the runoff from the pedestrian bridge being addressed? A drainage area for this area is partially drawn on sheet "Post Watershed Area Plan", but it is not included in the drainage area chart on page 124. Please provide an explanation.
 7. A general note shall be added to the plans indicating that a grading plan and erosion sediment and control plans will be **submitted and approved** prior to issuing any building permits. Any revisions to the size or location of the individual structures or other features will be addressed at that time, and a final approval of the stormwater management plan will be required as part of the Grading Permit process.

Pike Field Garage

Plans Prepared By: Nave Newell

Dated: 03/06/2015

I Zoning



1. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The plan must provide calculations that indicate it is in compliance with IDA requirements.
2. §280-68.1.D(3)(e)4 – Surface parking spaces shall be no less than nine feet by 19 feet. Parking spaces in any parking structure shall be no less than eight feet six inches by 19 feet. The parking spaces must be dimensioned on the plans. Detailed parking garage plans must be submitted for review.
3. §280-112.C. – Areas of steep slopes containing slopes steeper than 14% shall be outlined as following (1) Areas containing slopes steeper than 14% but less than 20% shall be distinguished from the areas containing slopes of 20% or steeper. (2) Areas containing slopes of 20% and steeper shall be separately identified. There are storm sewers proposed within areas of greater than 20%.

II Subdivision Land Development

1. §255-54.B. – The system central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. The proposed fire access land is proposed to be grass pavers. This must be reviewed by the Township Fire Marshall.

III Stormwater Management

1. The applicant must provide a summary table similar to what was provided for the Lancaster Avenue Housing calculations (p. 35-36) which details what drainage areas contribute to each BMP (or unmanaged area), including total drainage area, impervious area, and pervious area.
2. The applicant must provide a plan similar to the “Post Development Drainage Plan (Volume Management)” provided for the Lancaster Avenue Housing portion of the project which includes a table detailing the impervious surfaces to each BMP.
3. There appears to be missing/inconsistent information between the drainage area table on page 189 of the Stormwater Report and the “Inlet Area Plan”. The RG-1 referred to on



the table does not appear on the plan for this section of the development. There also appears to be missing drainage areas/information for YD 3-1, YD 3-2 and the Trunc Flow I-314. Please explain.

4. A drainage area for Pike Garage is shown to drain to a stormwater management system in POI 2B. The area breakdown does not appear to be included on the drainage area table on page 189 of the Stormwater Report. This is inconsistent with the other drainage areas reported for POI 2B. Please update the table accordingly.
5. The Volume Calculations for the Proposed Garage Basin – POI – 2B appears to have inconsistent information with regards to the detail shown on the Pike Field Garage Plans, Sheet 27 of 34. The bottom of the engineered soils appears to be at elevation 412.50 while the calculations report a total volume to el. 411.50 to be 1,613 CF. Further detail explaining how that volume was calculated must be provided.
6. The applicant must provide supporting documentation for the “Elevate Low Flow Orifice 6” to 411.00 volume value reported (6,073 CF) similar to what was provided for the infiltration systems in the Lancaster Avenue Section of the Stormwater report on page 43-46.
7. Please provide a detail of the Existing Underground Basin in Pike Field
8. The applicant must provide supporting documentation for the “Total Volume to El. 411.65” volume value reported (1,992 CF) similar to what was provided for the infiltration systems in the Lancaster Avenue Section of the Stormwater report on page 43-46.
9. A general note shall be added to the plans indicating that a grading plan and erosion sediment and control plans will be **submitted and approved** prior to issuing any building permits. Any revisions to the size or location of the individual structures or other features will be addressed at that time, and a final approval of the stormwater management plan will be required as part of the Grading Permit process.

IV General

1. The proposed fire access lane is proposed to be grass pavers. This must be reviewed by the Township Fire Marshall.
2. Detailed parking garage plans must be provided for the Pike Field Garage.



Performing Arts Center

Plans Prepared By: Nave Newell

Dated: 03/06/2015

I Zoning

1. §280-68.1.D(2)(j)2(b) - The minimum building space between buildings and a parking structure is 30 feet. The parking garage must be shown on the plans to ensure adequate distance between the performance art center and the parking garage.
2. §280-68.1.D(3)(f)2 – Mechanical/electrical equipment and trash shall be screened from view. In addition, sound attenuation shall be installed on all equipment to minimize noise pollution at any adjacent residential property line. A detail of the dumpster/recycling area must be provided. Also details of the proposed screen wall and access gates must be provided.
3. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The plan must provide calculations that indicate it is in compliance with IDA requirements.

II Stormwater Management

1. The applicant must provide a summary table similar to what was provided for the Lancaster Avenue Housing calculations (p. 35-36) which details what drainage areas contribute to each BMP (or unmanaged area), including total drainage area, impervious area, and pervious area.
2. The applicant must provide a plan similar to the “Post Development Drainage Plan (Volume Management)” provided for the Lancaster Avenue Housing portion of the project which includes a table detailing the impervious surfaces to each BMP.
3. The drainage area table on page 189 of the Stormwater Report does not appear to be accounting for the drainage areas of the PAC Detention System to POI 2B (I-225, I-226, Roof area).
4. A general note shall be added to the plans indicating that a grading plan and erosion sediment and control plans will be **submitted and approved** prior to issuing any



building permits. Any revisions to the size or location of the individual structures or other features will be addressed at that time, and a final approval of the stormwater management plan will be required as part of the Grading Permit process.

Church Walk and Bridge

Plans Prepared By: Nave Newell

Dated: 03/15/2015

I Zoning

1. §280-68.1.D(2)(b) – Setbacks from the ultimate right-of way for major collector streets shall be 60 feet for surface parking lots. The visitors parking lot is less than 60 feet from the proposed right of way line. This is a non-conformity that the applicant intends to continue.
2. §280-69.E(3) -- Surface parking areas are classified as a category of use 1. Category 1 uses and structures shall be set back from rear and side property lines by 75 feet. The existing parking area is set back 20 feet. This is a non-conformity that the applicant intends to continue.
3. §280-112.C – Areas of steep slopes containing slopes steeper than 14% shall be outlined as following (1) Areas containing slopes steeper than 14% but less than 20% shall be distinguished from the areas containing slopes of 20% or steeper. (2) Areas containing slopes of 20% and steeper shall be separately identified.

II Subdivision and Land Development

1. §255-29.A.(19) – All artificial lighting used to illuminate any parking space or spaces shall be arranged so that no direct rays from such lighting shall fall upon any neighboring property or streets, nor shall any high-brightness surface of the luminaries be visible from neighboring residential properties or from a public street.
2. §255-37.C – Sidewalks and public paths shall be located within a public right-of-way, a public easement or a common open space area. The sidewalk is not located in the public right-of-way. The applicant has indicated that they will provide an easement for the sidewalk.

III Stormwater Management

1. The March 6, 2015 Stormwater Report does not include a specific discussion of the Stormwater concept for the Church Walk and Bridge. Please update the narrative accordingly.
2. The applicant must provide a summary table similar to what was provided for the Lancaster Avenue Housing calculations (p. 35-36) which details what drainage areas contribute to each BMP (or unmanaged area), including total drainage area, impervious area, and pervious area.
3. The applicant must provide a plan similar to the "Post Development Drainage Plan (Volume Management)" provided for the Lancaster Avenue Housing portion of the project which includes a table detailing the impervious surfaces to each BMP.

We recommend that the plans be revised to address the comments stated above along with comments provided in the review memo from Gilmore and Associates prior to consideration for approval, or conditional approval shall include the applicant addressing the comments to the satisfaction of the Township Engineer.

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

Very truly yours,

GANNETT FLEMING, INC



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





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: May 5, 2015

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

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

cc: Kevin Kochanski, ASLA, R.L.A., Director of Community Development
Roger Phillips, P.E., Senior Project Manager, Gannett Fleming, Inc.
Steve Gabriel, PP, RETTEW
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

Reference: Villanova University – Lancaster Avenue Redevelopment
Preliminary Land Development Review #2 *FINAL*
Radnor Township, Delaware County, PA

G&A 12-04054

Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

I. BACKGROUND

The applicant, Villanova University, intends to develop/redevelop several parcels located along Lancaster Avenue, southeast and southwest of the Ithan Avenue intersection, in Radnor Township, Delaware County. The project includes construction of student housing (1,135 bed apartment-style residence halls), retail shops (University Bookstore, bistro and small convenience store, size to be determined) along with 147 surface parking spaces to be located on the southwest corner of Lancaster Avenue and Ithan Avenue. In addition, the project includes construction of a Performing Arts Center (with 500 – 650 total seats in two theaters) and a multilevel parking structure (1,293 spaces) to be located on the southeast corner of Lancaster Avenue and Ithan Avenue. Villanova University intends to eliminate many of the existing driveway accesses located on the south side of Lancaster Avenue, west of Ithan Avenue and construct a shared surface parking lot to the rear of the existing university buildings along the south side of Lancaster Avenue. The Church Walk access and associated signalization will be relocated west of the present location and a new right in driveway will be constructed west of Church Walk. The applicant also intends to construct a pedestrian walkway over Lancaster Avenue at the present Church Walk access location.

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II. DOCUMENTS REVIEWED

1. Preliminary Land Development Submission for Lancaster Avenue Housing, consisting of 35 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated December 5, 2014 and revised March 6, 2015.
2. Preliminary Land Development Submission for West Lancaster Parking, consisting of 28 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.
3. Preliminary Land Development Submission for Church Walk and Bridge, consisting of 20 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 13, 2015.
4. Preliminary Land Development Submission for Pike Field Garage, consisting of 34 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.
5. Preliminary Land Development Submission for Performing Arts Center, consisting of 18 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.
6. Pedestrian Parking & Traffic Plan, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.
7. Event Traffic Circulation Plan, consisting of 7 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.
8. Lancaster Avenue residential Housing Evacuation Plan, consisting of 2 sheets, prepared for Villanova University, prepared by Voith & Mactavish Architects LLP, dated March 2, 2015.
9. Response Letter, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015.
10. Transportation Impact Study dated March 12, 2015 prepared by F. Tavani Associates, Inc.
11. Response Letter dated March 12, 2015 prepared by F. Tavani Associates, Inc.

III. CONSTRUCTION PHASING

The applicant has identified the following construction phasing Sheet 8 of 35(C2.3) *Project Phasing Plan*.

1. Phase 1 Improvements
 - i. St. Augustines Center Garage Expansion
 - ii. Improvements to the West Lancaster Parking facilities
 - iii. Ingress from Lancaster Avenue at existing driveways
 - iv. Egress to Lancaster Avenue at signal at the existing Church Walk driveway
 - v. Closure of Pike Lot surface parking field

Comment: Phase 1 improvements may require signal timing modifications at the Church Walk intersection due to redistribution of traffic from Ithan Avenue to Church Walk signal. In addition, the elimination/modification to the existing accesses along Lancaster Avenue should be discussed with PennDOT.

2. Phase 2 Improvements (includes Highway Occupancy Permitting)
 - i. Construction of the Pike Field Parking Garage

- ii. Temporary improvements to Pike Lot surface lot at the site of the future Performing Arts Center – PAC
 - iii. Construction of the Pedestrian Bridge over Lancaster Avenue
 - iv. Improvements to visitor lot, west of existing Church Walk
 - v. Relocation of Church Walk
 - vi. Lancaster Avenue and Ithan Avenue improvements
3. Phase 3 Improvements
 - i. Construction of Student Housing Complexes 1 and 2
 - ii. Continued use of Pike Lot surface lot at the site of the future Performing Arts Center – PAC
 4. Phase 4 Improvements (Upon availability of funding)
 - i. Elimination of Pike Lot surface lot
 - ii. Construction of Performing Arts Center

IV. REQUESTED WAIVERS

1. §255-27.H – The applicant has requested a waiver to permit a 25ft. curb radii for the curb on the southwest corner of Ithan Avenue and Lancaster Avenue; a 35 foot radii is required for arterials.

Comment: The stop bar/line for the northbound left turn lane on Ithan Avenue is proposed 50 feet from the Lancaster Avenue intersection to accommodate trucks turning right from eastbound Lancaster Avenue and continue south on Ithan Avenue. The industry standard, *Manual of Uniform Traffic Control Devices* (MUTCD) and PennDOT Publication 111M, TC-8600 *Pavement Markings* both indicate that stop lines at controlled intersections should be placed 4' to 30' from the edge of the travel lane. The proposed 50' stop line setback is proposed at a location 20 feet beyond the maximum 30 feet distance from the intersection.

V. GENERAL COMMENTS

1. The public sidewalk on the south side of Lancaster Avenue has been relocated outside the public legal right-of-way. In addition, the sidewalk is located behind a decorative fence open to public access. A sidewalk easement granting public access will be required from the applicant. The easement must be shown the plans.
2. We recommend discussing potential traffic calming elements with nearby affected neighborhoods, particularly Aldwyn Lane residents.
3. Final Land Development requirements:
 - i. Provide a Pavement Marking and Signage Plan

- ii. Provide traffic signal construction and permit plans for both signalized intersections and the two pedestrian-activated rectangular rapid flashing beacons (RRFB) crossings on Ithan Avenue.
4. Revise all stop bars locations to a minimum of 4 feet from any crosswalk.

VI. LANCASTER AVENUE HOUSING PLAN COMMENTS

1. On Sheet 7 of 35 (C2.2)
 - i. The plan indicates pedestrian activated rectangular rapid flashing beacons (RRFB) for the midblock crossings on Ithan Avenue near the South Campus dormitories and Aldwyn Triangle, and the Lancaster Avenue Housing surface lot and the Pike Street Garage accesses to Ithan Avenue. Flashing Warning signal permit and construction plans are required for both locations.
 - ii. The applicant has proposed a right-turn lane along Lancaster Avenue at the PAC driveway; however, the Board should consider whether or not to require the construction of the warranted right turn lane on the eastbound approach of Lancaster Avenue at Ithan Avenue.
 - iii. Eliminate the stop bar on southbound Ithan Avenue at the proposed LAH/PAC driveways.
 - i. Verify the sight distance is adequate for the proposed crosswalks on Ithan Avenue at the parking driveways;
 - ii. Identify and dimension all existing and proposed public sidewalks along Ithan Avenue and Lancaster Avenue.
2. During final land development, each phase will require the design details regarding the onsite pedestrian curb ramps and crosswalks (refer to PennDOT Publication *72M Roadway Construction Details, RC-67M* for information).
3. Provide WB-40 (modified) Truck Turning Templates for the following turn movements:
 - i. The southbound right turn from Ithan Avenue to the Lancaster Avenue Housing driveway access
4. Provide SU-30 Truck Turning Templates for the following turn movements:
 - i. The eastbound left-turn from the Lancaster Avenue Housing driveway access to northbound Ithan Avenue.
 - ii. The eastbound right-turn from the Lancaster Avenue Housing driveway access to southbound Ithan Avenue.
 - iii. The eastbound right-turn movement from Lancaster Avenue into Church Walk
 - iv. The westbound left-turn from Lancaster Avenue into Church Walk
5. Include a note on the plan restricting the noted WB-40 (modified) and larger turning movements at the following intersections:

- i. Existing movements from Lancaster Avenue Housing Driveway to Ithan Avenue
 - ii. Entering movements at Lancaster Avenue and both Church Walk/West Lancaster Parking driveway accesses.
6. Sheet 9 (C2.4), Exhibit 2: If necessary, adjust the location of the eastbound stop bars to allow for the left turn movement from the dual left turn lanes or include signage prohibiting truck movements (WB-40 modified) in the left most, left turn lane exiting Church Walks.
7. The University may want to consider designating short term parking for spaces located near the proposed retail space in the LAH parking area to encourage parking turnover.

VII. WEST LANCASTER PARKING PLAN COMMENTS

1. Sheet 5 of 28 (C2.1): Clarify the use of the remaining western most access to Lancaster Avenue. The access is located within the limits of the right turn lane taper and based on the provided legend, appears to include a fence. If this is an emergency access, provide a note on the plans identifying the use and replace the "fence" line with a gate.
2. Sheet 6 of 28 (C2.2) Consider altering the location of the handicapped parking space closer to the sidewalk near Moriarty Hall.
3. The location of the proposed fencing is inconsistent and not clearly defined. The Composite Site Plan indicates fencing is proposed along the north side of Lancaster Avenue from Ithan Avenue and extending west with a campus entrance break just west of the proposed right in /right out access; however, no fencing is shown on Sheet 5 (C2.1) and Sheet 6 (C2.2) of the plan set. The plans should be revised to be consistent for all provided sheets.
4. Provide truck turning templates for the largest anticipated truck (SU-30) utilizing the two adjacent left turn lanes exiting the proposed Church Walk access to continue westbound Lancaster Avenue. Additional widening along Lancaster Avenue may be necessary for the receiving lanes associated with the dual left turn lane operation.

VIII. CHURCH WALK PLAN

1. Include internal stop bars and signage on internal parking aisles. Adjust the location of the pedestrian crosswalks and stop bars as needed.

IX. PIKE FIELD GARAGE PLAN COMMENTS

1. Sheet 9 of 34 (C2.4): Modify the design of the driveway access to Lancaster Avenue. Exhibit 1 indicates SU-30 trucks will encroach on the concrete island.

2. Sheet 9 of 34 (C2.4): Include the exiting SU-30 right-out turn movement to eastbound Lancaster Avenue.
3. The crosswalk locations at the intersection of Ithan Avenue and Lancaster Avenue may require signal equipment relocation or additional pedestrian related traffic signal equipment (i.e. Pedestrian pedestal poles).

X. PERFORMING ARTS CENTER PLAN No transportation comments.

XI. LANCASTER AVENUE HOUSING PEDESTRIAN PARKING & TRAFFIC PLAN

1. Provide a north arrow and label all roadways
2. Phase 2: Provide phase 2A and 2B separately. Identify what work will be completed during each phase and identify the pedestrian path available, particularly near Church Walk.

XII. EVENT CIRCULATION PLAN

1. The event traffic Circulation Plan should be reviewed by the Radnor Police Department.
2. Refer to the Manual of Uniform Traffic Control Devices (MUTCD) 2009 (Chapter 2L *Changeable Message Signs*) and PennDOT Publication 646 *Intelligent Transportation Systems Design Guide* and verify DMS sign placement/location based on the reading and decision zone, number of lines, character length and height is adequate for roadway conditions.
3. We recommend the applicant consider the following suggestions:
 - i. Consider revising all turn designations to provide the direction message after the movement message. Specifically, TURN RIGHT instead of RIGHT TURN.
 - ii. To reduce the message length and improve patron memory retainage, revise the parking structure designations to colors as opposed to structure name. Revise the Permanent Signs for Parking Facilities to include the color as a background or text legend.
 - iii. Revise messages from "MAKE" to "TURN" for clear conveyance of movement.
 - iv. Revise messages from "AFTER LIGHT" to read "AFTER" followed by the name of the street.

XIII. TRAFFIC IMPACT STUDY

1. The applicant is required to provide a turn-lane length analysis for all auxiliary lanes including the eastbound right turn lane at the intersection of Ithan Avenue and

Lancaster Avenue in accordance with the methodology included in PennDOT Publication 46 Traffic Engineering Manual.

2. Subsequent submissions must utilize Synchro HCM2010 methodology for the analysis of the Church Walk and Lancaster Avenue intersection. G&A verified the provided Synchro files can utilize HCM 2010 methodology.
3. Table II Queue Comparison Table Signalized Intersections
 - i. Revise based on the HCM 2010 methodology in lieu of the provided percentile method.
 - ii. **Lancaster Avenue & Ithan Avenue:**
The queue for the AM and PM peak hour Build Scenario exceeds the southbound left-turn available storage length of 75 feet. Mitigation must be provided for this movement to accommodate the anticipated queues.



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May 4, 2015

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

RE: Villanova University
Church Walk and Bridge
Preliminary Land Development Plans
Review No. 2
RETTEW Project No. 101442003

Dear Steve:

We have completed our review of the above referenced plan as prepared by Nave Newell, Inc. including 19 plan sheets dated March 13, 2015 as well as the responses presented by Villanova verbally and in writing at the April 25, 2015 Board of Commissioners meeting. The Church Walk and Pedestrian Bridge are necessary elements of the University's overall Lancaster Avenue Housing and related CICD development. Preliminary plans for those developments have been reviewed and comments were submitted most recently May 4, 2015. Certain comments contained in that letter relate specifically to Church Walk and the Pedestrian Bridge. Those comments are not repeated here.

We have performed a compliance review of the Church Walk and Bridge preliminary plan for conformance with certain elements of the Radnor Township Zoning and Subdivision Ordinances and coordinated our comments with those submitted by Gannett Fleming, the Township Engineer. We have the following comments on this submittal:

ZONING

1. Landscaping making up the required buffer planting strip along the rear of the property (Sheet L 1.0) needs to be shown on the plan along the south side of the proposed ADA ramp to the pedestrian bridge or a note needs to be added to the plan referring to the information on the landscaping plan that is part of the Lancaster Avenue Housing preliminary land development plan (§ 280-71.D).
2. On Sheet L 1.1 regarding the planting on the Aldwyn Triangle, the references to the amounts of dedicated and unprotected areas and the preservation easement need to be updated to reflect the current Lancaster Avenue Housing plan that shows virtually all of the Triangle being preserved.

EXHIBIT

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Page 2 of 2
Radnor Township
May 4, 2015
RETTEW Project No. 101442003
Church Walk and Bridge Preliminary Land Development Plan

SUBDIVISION

1. An ADA accessible parking spot with direct sidewalk access to the ADA ramp up to the Pedestrian Bridge needs to be designated within the Visitors Parking Lot.
2. On the north side of Lancaster Avenue, a gate is proposed across the driveway just east of the Pedestrian Bridge that leads up to St. Thomas of Villanova Church and other campus facilities. The gate is to be closed except for church events. If vehicles will be allowed to travel along the driveway during church events, a separate walkway up to the church should also be provided for pedestrian safety.

Should you have any questions or require any additional information, please do not hesitate to contact us at any time.

Sincerely,



Stephen R. Gabriel, PP
Township Planning Consultant

copy: Suzan Jones
Kevin Kochanski, RLA, CZO
Roger Phillips, PE
Amy Kaminski, PE
Peter Nelson, Esq.

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RETTEW



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May 4, 2015

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

RE: Villanova University
 Lancaster Avenue Housing, Related Parking Improvements, and
 Performing Arts Center
 Preliminary Land Development Plans
Review No. 3
 RETTEW Project No. 101442003

Dear Steve:

We have completed our review of the above referenced plan as prepared by Nave Newell, Inc. Our review was of the following information received on March 9, 2015, lighting and mechanicals information supplements received on April 1, 2015, landscaping elevation views received on April 3, 2015, as well as the responses presented by the applicant verbally and in writing at the April 25, 2015 Board of Commissioners meeting:

1. Thirty-six (36) plan sheets for Lancaster Avenue Housing dated December 5, 2014 and revised March 6, 2015;
2. Twenty-eight (28) plan sheets for West Lancaster Parking dated March 6, 2015;
3. Thirty-four (34) plan sheets for Pike Field Garage dated March 6, 2015;
4. Eighteen (18) plan sheets for the Performing Arts Center dated March 6, 2015;
5. Four (4) sheets for the Pedestrian Circulation Plan dated March 6, 2015;
6. Event Circulation Plan Summary and four (4) plan sheets for Events Circulation Plan dated March 6, 2015;
7. Lancaster Avenue Housing Evacuation Plan with diagram dated March 2, 2015;
8. PECO response letter concerning additional landscape material stamped received December 19, 2014 by the Facilities Management Office;
9. Storm Water Management Report and Site Drainage Calculations revised March 6, 2015; and,
10. A plan reviews comments response letter dated March 6, 2015.

Project Overview:

<u>Applicant:</u>	Villanova University
<u>Requested Action/Use:</u>	Preliminary Land Development Plan Review: Lancaster Avenue Housing



West Lancaster Parking
Pike Field Garage
Performing Arts Center

Zoning District: PI-Planned Institutional; CO-Commercial Office; R-3-Residence

Location and Size: Lancaster Avenue Student Housing and most related parking improvements properties are located between Lancaster Avenue and the SEPTA R-100 tracks, and between Pike Field and Farrell Hall on the Villanova campus. Improvements to the SAC Garage are located on land at the north end of the Main Campus along the AMTRAK/SEPTA rail lines. Apart from the SAC Garage site, the subject lands are roughly coincidental with the CICD development proposal which the applicant indicated contained gross site area of approximately 13.81 acres.

Existing Use: Surface parking lots and small University office buildings.

Proposed Use: Student dormitories, student-centered retail, Performing Arts Center, and related Pike Parking Garage, West Lancaster Avenue parking lot, and SAC Garage expansion.

We have performed a compliance review of the four land development plans with certain elements of the Radnor Township Zoning Ordinance, with the applicant's phasing plan, and with the Radnor Township Comprehensive Plan. A report on the status of the applicant's compliance to date with the conditions of the Board of Commissioners' CICD conditional use approval is provided to the Board of Commissioners in a separate memorandum. We have the following comments on this submittal:

SPECIFIC ZONING

1. New landscaping information has been provided by the applicant including section and elevation drawings along the south property line of the Housing portion of the site showing new and existing vegetation looking in a west to east direction as well as in a south to north direction. These views demonstrate that the proposed Buffer Planting Strip along the R-100 line provides a screen of sufficient density not to be seen through and of sufficient height to constitute an effective screen and give maximum protection and immediate visual screening to an abutting property or district (§ 280-4B, § 280-68.1.D(3), and § 280-71.D). The same views of the landscaping proposed for the West Lancaster Parking Plan have been provided and demonstrate the same buffering sufficiency.
2. Sub-section 71.A of the zoning ordinance requires buffer planting strips to be not less than 20 feet in width. There are places at the rear of the West Lancaster Parking and Lancaster Housing where the width of the buffer planting strip is less than 20 feet wide. However, Sub-section 71.D allows for alternative buffer planting strips stating, "As an alternative to the possibly linear appearance of the minimum requirements above, applicants are encouraged to provide innovative, free-form buffers which need not be located entirely within the minimum required width. Such alternative buffers shall be subject to approval by the Township." Such alternative buffer planting strips

would be required to meet the same "screen of sufficient density not to be seen through...and immediate visual screening..." standard as noted above and our review concludes that the standard is met.

3. New landscaping information has been provided by the applicant including a plan view of the landscaping proposed to surround the Pike Field Parking Garage and the Performing Arts Center. Further, the applicant indicated during its presentation at the March 10 Planning Commission meeting that it will provide additional landscaping along the eastern boundary of Pike Field as desired by residents of Barley Cone Lane to buffer their view of the Pike Field Parking Garage and Performing Arts Center. The development plan needs to reflect this additional landscaping desired by the Barley Cone Lane residents. The ultimate standard required of such landscaping is the same as above "a screen of sufficient density not to be seen through and of sufficient height to constitute an effective screen and give maximum protection and immediate visual screening to an abutting property or district," as called for by § 280-68.1D(3)(b) and § 280-71.D.
4. The submitted lighting plan information for all four development plans includes isometrics that demonstrate light at the nearby residential property lines is well below the maximum 0.5 foot-candles allowed. The information also demonstrates that the site and area lighting proposed within the CIDC complies with International Dark Sky Association (IDA) full cut-off standards (§ 280-68.1.D(3)(g)).
5. The Housing plan needs to include information describing the sound attenuation devices that are a part of or are to be installed on all mechanical, electrical, and trash equipment to minimize noise pollution at any adjacent residential property line (§ 280-68.1.D(3)(f)). While a fence and gate enclosure are proposed to surround the trash compactor shown at the railroad end of the eastern portion of Building 1-C in the Housing Plan, how will the fence provide noise buffering? Noise buffering of the mechanical pit adjacent to South Ithan Avenue will be needed as well.
6. A small section of the access control fence along the south side of Lancaster Avenue near its intersection with South Ithan Avenue is proposed to be located inside the required right-of-way.
7. As noted in the February 19, 2015 plan review letter from the Delaware County Planning Commission to the Township, a portion of the subject site is zoned R-3 Residence and should be rezoned to PI Planned Institutional.

PHASING AND PEDESTRIAN PARKING AND TRAFFIC PLAN

1. Phase 1 - the buffer planting strip that is proposed between the proposed West Lancaster Parking Lot and the R-100 line needs to be ordinance compliant and in place prior to the start of construction of any part of Phase 2.
2. Phase 1 - landscaping to be installed along the Barley Cone Lane properties at the request of the property owners needs to be installed during Phase 1 construction activities and before the start of construction of the Pike Field Garage in Phase 2A.

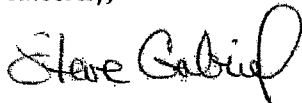
3. Phase 3 – the buffer planting strip that is proposed between the proposed parking to the rear of the proposed new dormitories and the R-100 line needs to be ordinance compliant and in place prior to the start of construction of any part of Phase 4.

COMPREHENSIVE PLAN CONSISTENCY

1. Our previous review indicated that Villanova's proposed development plan was generally consistent with various components of the Township's Comprehensive Plan including Institutional uses, Environment and Natural Resources, Transportation and Circulation, and Stormwater policies.

Should you have any questions or require any additional information, please do not hesitate to contact us at any time.

Sincerely,



Stephen R. Gabriel, PP
Township Planning Consultant

copy: Steve Norcini, Public Works Director (email: snorcini@radnor.org)
Suzan Jones (email: sjones@radnor.org)

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RETTEW

CONDITIONAL USE APPLICATION OF VILLANOVA UNIVERSITY

ORDER

AND NOW, this 24th day of November, 2014, after due deliberation and discussion at public hearings, the Radnor Township Board of Commissioners does hereby grant the Conditional Use Application of Villanova University, subject to the following conditions:

1. The applicant shall comply with all other applicable Township Ordinances and shall submit a land development plan pursuant to the Township's Subdivision and Land Development Ordinance prior to the construction of any facilities.

2. That the transportation, roadway and signalization and improvements necessary for the construction have full access to Ithan Avenue from both the Pike Lot Parking Garage and Lancaster Avenue housing parking area with provisions for stop control for both parking accesses to Ithan Avenue and a pedestrian activated signal including the new pedestrian crosswalk be required if approved by PennDOT, unless waived by the Board of Commissioners during the land development process.

3. That during the land development process an event circulation plan be developed to address event parking and traffic circulation with the input of the Radnor Township Police Department and Township traffic engineer outlining procedures, traffic patterns, parking configurations and way finding techniques for the various sporting and other events held at the University. Upon development of the event circulation plan, Villanova shall be responsible for constructing and/or installing such signs, structures, or other directional aids necessary to implement the event circulation plan.

4. That Villanova University contributes the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) towards the design, approval and installation of a traffic adaptive signal system that would incorporate the following signalized intersections along Lancaster Avenue:

- a. Sproul Road/Spring Mill Road; Aldwyn Lane/ Kenilworth Street
- b. Church Walk
- c. Ithan Avenue
- d. Lowrys Lane
- e. Airdale Road
- f. County Line Road



5. That during the land development process an emergency evacuation plan for the new student housing be developed.

6. That appropriate fencing be provided on both the north and south sides of Lancaster Avenue in the area of the church walk pedestrian bridge in an effort to restrict pedestrian traffic from accessing the campus. A gate shall be provided for vehicular and pedestrian access during church events if approved by the Board of Commissioners during the land development approval process.

7. That the University preserve the entire area known as the Aldwyn Triangle and restrict it as open space except for that portion of the area necessary to provide pedestrian activity and handicap accessibility improvements for the adjacent SEPTA rail line.

8. That a landscape and buffer plan be developed to comply with Section 280-68.1.D. (3)(b) of the Zoning Ordinance.

9. That Villanova seek permission from PECO to plant screening on the south side of the PECO R-100 line to visually screen the SEPTA bridge from the adjacent residential neighbors. Provided that the applicant receives permission, Villanova shall provide an installation and maintenance plan of the vegetation necessary for this screening during land development.

10. Villanova shall provide Radnor Township a list of contractors, subcontractors and vendors and their addresses within twenty (20) days of the execution of any contracts by Villanova in connection with the development and/or construction of the proposed project. The purpose of this list is to permit the Township to audit for required business privilege/mercantile taxes.

11. During the land development process, the Applicant shall use its best efforts to develop and construct stormwater management facilities, including green infrastructure practices and components that meet or exceed infiltration or retention requirements as currently required by the Radnor Township Stormwater Management Ordinance. The Applicant shall conduct soil testing as necessary to determine whether the site can accommodate volume management in excess of 1-inch of run-off from all impervious surfaces resulting from the project. If soil testing indicates that it is possible to provide volume management in excess of 1-inch of run-off, the Applicant shall construct such necessary stormwater facilities on the site to accommodate this increased volume.

12. The Applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increased waste water disposal generated by the project.

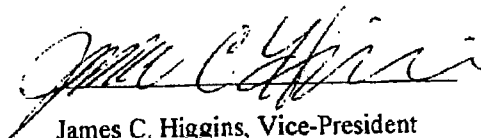
13. The Applicant shall develop a traffic plan during the land development process delineating the paths by which the existing population of commuting and part-time students will be directed to and from parking for each phase of the construction

14. The Applicant shall permit parishioners to park, on a space available basis, on the north side of Lancaster Avenue on existing Villanova property adjacent to the church for church related events.

15. The Applicant shall maintain a pedestrian crosswalk from the proposed project site to the existing church at the present church walk location if approved by Penn Dot.

16. The Applicant shall insure that no amplified music or other excessive noise shall emanate from any of the south facing dormitories. During the land development process, the Township and applicant shall establish a permissible sound level at the property boundary of the the Aldwyn Lane residential uses.

17. The Applicant's land development plans shall be in substantial conformity with the Conditional use plans dated May 2, 2014 as amended during the hearings.



James C. Higgins, Vice-President

Radnor Township Board of Commissioners

Date of mailing 12/5/14



Date: June 30, 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 University – Lancaster Avenue Housing
Villanova University – Applicant

Date Accepted: June 1, 2015
90 Day Review: August 30, 2015

Gannett Fleming, Inc. has completed a review of the Villanova University Lancaster Avenue Housing Final Plan for compliance with the Radnor Township Code. This Final Plan was reviewed for conformance with Zoning, Subdivision and Land Development, Stormwater Management, and other applicable codes of the Township of Radnor. A review was also completed for the accompanying plans for the West Lancaster Parking Lot, Pike Field Garage, the Performing Arts Center, and the Church Walk Bridge submitted in support of the Lancaster Avenue Housing Land Development.

Conditional use approval was granted on November 24, 2014 to permit the development under CICD (decision attached). The applicant is proposing to construct a 1,138 bed student housing facility in six buildings with associated retail space.

The following waivers were approved during preliminary approval:

- §255-27.H – To permit a 30 ft radius curb on the southwest corner of Ithan Avenue and Lancaster Avenue intersection.
- §255-29.A.(12) – To permit 22' entry/exit drives as shown on the Plan.

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



The applicant appeared before the Planning Commission on June 17, 2015. The Planning Commission recommended approval of the plans based on the following conditions:

- That the applicant complies with the consultants letters.
- When construction is complete, if the Performing Arts Center is not an active project, the applicant must submit an amended land development plans and application (for the future use of the Performing Arts Center temporary parking area).
- That the applicant request a waiver for the 18' wide driveway at Stone and Farrell.
- Revisit the accessibility to the bridge and provide an accessible entrance at Lancaster Avenue for handicapped persons in addition to the staircase.
- The applicant is to discuss the elimination of 3 SEPTA parking spots and the relocation that is acceptable with Staff.
- Staff and Villanova are to work out the issues of comments under the Pike Parking Garage specifically relating to extending the southbound left-turn lane at Ithan Avenue and the main lot access to Ithan Avenue be altered at two separate driveways.

Lancaster Avenue Housing

Plans Prepared By: Nave Newell

Dated: 12/05/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(3)(f)[2] – Mechanical/electrical equipment and trash shall be screened from view. In addition, sound attenuation shall be installed on all equipment to minimize noise pollution at any adjacent residential property line. The applicant has provided a detail of a “wood fence and rolling gate with sound barrier @ service area”. The applicant must clearly label on the plans where this will be located.
2. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The applicant has provided a lighting design book for this project that indicates compliance with the IDA requirements.

II Subdivision and Land Development

1. §255-21.B(1)(j) – A complete outline survey of the property to be subdivided or developed, showing all courses, distances, tie-ins to all adjacent intersections and areas must be provided on the plans.
2. §255-27.H(6) - Minimum curb radii at street intersections shall be 25 feet for local streets; 30 feet for collectors; 35 feet for arterials; and 10 feet for driveways. The applicant received a waiver during preliminary plan approval to provide a 30 foot curb radius at the southwest corner of the Ithan/Lancaster Avenue intersection.
3. §255-29.A.(12) – The width of entrance and exit drives shall be a minimum of 25 feet for two-way use. The entrance exit drive shown on the plan into the proposed parking area behind the student housing from Ithan Avenue is 22 feet. The applicant received a waiver during preliminary plan approval for this requirement.
4. §255-43.1.E(2) – Where, upon agreement with the applicant or developer, it is determined that the dedication of all or any portion of the land area required for park and recreation purposes is not feasible, the applicant or developer shall pay a fee in lieu of dedication of any such land to the Township. The fee for non-residential subdivisions or land developments shall be \$3,307 per 4,000 square feet of building area. The fee is \$174,408.00 based on 210,957 square feet.
5. §255-54.B. – The central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. This will be confirmed at the building permit phase.

III Stormwater Management

1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration systems (201 and 202) appear to be located at a depth of 7-7.5 feet.
2. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

IV General Comments

1. The applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increase wastewater disposal generated by the project.
2. There must be 10 feet of horizontal clearance between the sanitary sewer and the storm sewer between MH S12 and MH S10, shown on sheet C4.1.
3. The size of all proposed sanitary sewer laterals must be shown on the plan.
4. A grease trap must be provided for the restaurant located in building 2A. Only the wastewater from food preparation areas and/or kitchen wastes may be routed through the grease trap. Restroom wastes may not be discharged to the grease trap.
5. We note that the number of parking spaces for the entire project has increased from the previous submission. There will be a reduction of 1 parking space in the Nevin Field House parking area along North Ithan Avenue and the addition of 4 parking spaces in the West Lancaster Parking Lots.
6. On Sheet C2.3, the parking tabulation chart for Phase 2 indicates that there will be 4,853 parking spaces provided during construction. The chart lists parking spaces that total 4,873. This must be revised to be consistent.
7. The revised phasing plan provided with the Final plan submission must be replaced in the TIS. The plan provided in the TIS is outdated.

West Lancaster Parking

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Stormwater Management

1. The “Volume – One Inch” calculations provided on page 24-26 appears to have some inconsistencies and should be reconciled.
 - a. The rainfall depth “P” is variable for each BMP when a value of 1-inch appears to be required. The applicant must explain/correct as appropriate.
 - b. The applicant must provide supporting calculation/documentation for the volumetric storage and volume credit for Infiltration Systems No. 101, 102, 103, and 104.



2. The applicant must provide a typical section for Infiltration System 3.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

II General Comments

1. All existing utility service laterals must be shown on the plans.
2. Sheet 2.1 of the plans indicate that there are 21 Septa parking spaces. The response letter submitted and landscaping plans indicate that there are 20 Septa parking spaces. This must be revised to be consistent.

Pike Field Garage

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Subdivision Land Development

6. §255-54.B. – The central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. The proposed fire access lane is proposed to be grass pavers. This will be confirmed at the building permit phase.

II Stormwater Management

1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration systems appear to be located at a depth of 10 to 11.5 feet.
2. The applicant must provide supporting calculation/documentation for the volume value reported on page 52 for “POI-3A - Elevate Low flow Orifice 6” to 411.00”. It is not clear from the report or the plans how this value was determined.

3. It is unclear from the charts provided on page 140-141 of the stormwater report how the tributary drainage area for YD-G3 is accounted for.
4. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Performing Arts Center

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The applicant has provided a lighting design book for this project that indicates compliance with the IDA requirements.
2. §280-68.1.D(3)(g) – The photometric layout or plan grid (showing footcandle levels) must be shown on sheet 7.1.

II Stormwater Management

1. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Church Walk and Bridge

Plans Prepared By: Nave Newell

Dated: 03/13/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(2)(b) – Setbacks from the ultimate right-of way for major collector streets shall be 60 feet for surface parking lots. The visitors parking lot is less than 60 feet from

the proposed right of way line. This is a non-conformity that the applicant intends to continue.

2. §280-69.E(3) – Surface parking areas are classified as a category of use 1. Category 1 uses and structures shall be set back from rear and side property lines by 75 feet. The existing parking area is set back 20 feet. This is a non-conformity that the applicant intends to continue.

II Stormwater Management


1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration system appear to be located at a depth of 7.5 feet.
2. The “Volume – One Inch” calculations provided on page 24-26 appears to have some inconsistencies and should be reconciled.
 - a. The rainfall depth “P” is variable for each BMP when a value of 1-inch appears to be required. The applicant must explain/correct as appropriate.
 - b. The applicant must provide supporting calculation/documentation for the volumetric storage and volume credit for Infiltration Systems No.104.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

We recommend that the plans be revised to address the comments stated above along with comments provided in the review memo from Gilmore and Associates prior to consideration for approval, or conditional approval shall include the applicant addressing the comments to the satisfaction of the Township Engineer.

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

ORDER

AND NOW, this 24th day of November, 2014, after due deliberation and discussion at public hearings, the Radnor Township Board of Commissioners does hereby grant the Conditional Use Application of Villanova University, subject to the following conditions:

1. The applicant shall comply with all other applicable Township Ordinances and shall submit a land development plan pursuant to the Township's Subdivision and Land Development Ordinance prior to the construction of any facilities.

2. That the transportation, roadway and signalization and improvements necessary for the construction have full access to Ithan Avenue from both the Pike Lot Parking Garage and Lancaster Avenue housing parking area with provisions for stop control for both parking accesses to Ithan Avenue and a pedestrian activated signal including the new pedestrian crosswalk be required if approved by PennDOT, unless waived by the Board of Commissioners during the land development process.

3. That during the land development process an event circulation plan be developed to address event parking and traffic circulation with the input of the Radnor Township Police Department and Township traffic engineer outlining procedures, traffic patterns, parking configurations and way finding techniques for the various sporting and other events held at the University. Upon development of the event circulation plan, Villanova shall be responsible for constructing and/or installing such signs, structures, or other directional aids necessary to implement the event circulation plan.

4. That Villanova University contributes the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) towards the design, approval and installation of a traffic adaptive signal system that would incorporate the following signalized intersections along Lancaster Avenue:

- a. Sproul Road/Spring Mill Road; Aldwyn Lane/ Kenilworth Street
- b. Church Walk
- c. Ithan Avenue
- d. Lowrys Lane
- e. Airdale Road
- f. County Line Road

5. That during the land development process an emergency evacuation plan for the new student housing be developed.

6. That appropriate fencing be provided on both the north and south sides of Lancaster Avenue in the area of the church walk pedestrian bridge in an effort to restrict pedestrian traffic from accessing the campus. A gate shall be provided for vehicular and pedestrian access during church events if approved by the Board of Commissioners during the land development approval process.

7. That the University preserve the entire area known as the Aldwyn Triangle and restrict it as open space except for that portion of the area necessary to provide pedestrian activity and handicap accessibility improvements for the adjacent SEPTA rail line.

8. That a landscape and buffer plan be developed to comply with Section 280-68.1.D. (3)(b) of the Zoning Ordinance.

9. That Villanova seek permission from PECO to plant screening on the south side of the PECO R-100 line to visually screen the SEPTA bridge from the adjacent residential neighbors. Provided that the applicant receives permission, Villanova shall provide an installation and maintenance plan of the vegetation necessary for this screening during land development.

10. Villanova shall provide Radnor Township a list of contractors, subcontractors and vendors and their addresses within twenty (20) days of the execution of any contracts by Villanova in connection with the development and/or construction of the proposed project. The purpose of this list is to permit the Township to audit for required business privilege/mercantile taxes.

11. During the land development process, the Applicant shall use its best efforts to develop and construct stormwater management facilities, including green infrastructure practices and components that meet or exceed infiltration or retention requirements as currently required by the Radnor Township Stormwater Management Ordinance. The Applicant shall conduct soil testing as necessary to determine whether the site can accommodate volume management in excess of 1-inch of run-off from all impervious surfaces resulting from the project. If soil testing indicates that it is possible to provide volume management in excess of 1-inch of run-off, the Applicant shall construct such necessary stormwater facilities on the site to accommodate this increased volume.

12. The Applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increased waste water disposal generated by the project.

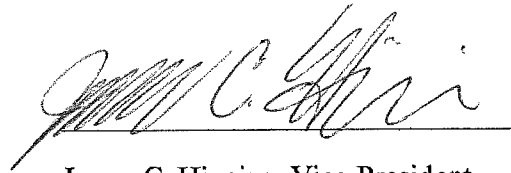
13. The Applicant shall develop a traffic plan during the land development process delineating the paths by which the existing population of commuting and part-time students will be directed to and from parking for each phase of the construction.

14. The Applicant shall permit parishioners to park, on a space available basis, on the north side of Lancaster Avenue on existing Villanova property adjacent to the church for church related events.

15. The Applicant shall maintain a pedestrian crosswalk from the proposed project site to the existing church at the present church walk location if approved by Penn Dot.

16. The Applicant shall insure that no amplified music or other excessive noise shall emanate from any of the south facing dormitories. During the land development process, the Township and applicant shall establish a permissible sound level at the property boundary of the the Aldwyn Lane residential uses.

17. The Applicant's land development plans shall be in substantial conformity with the Conditional use plans dated May 2, 2014 as amended during the hearings.



James C. Higgins, Vice-President

Radnor Township Board of Commissioners

Date of mailing _____



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: June 22, 2015

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

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

cc: Kevin Kochanski, ASLA, R.L.A., Director of Community Development
Roger Phillips, P.E., Senior Project Manager, Gannett Fleming, Inc.
Steve Gabriel, PP, RETTEW
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

Reference: Villanova University – Lancaster Avenue Redevelopment
Final Land Development Review #1 - *Revised*
Radnor Township, Delaware County, PA

G&A 12-04054

Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

I. BACKGROUND

The applicant, Villanova University, intends to develop/redevelop several parcels located along Lancaster Avenue, southeast and southwest of the Ithan Avenue intersection, in Radnor Township, Delaware County. The project includes construction of student housing (1,135 bed apartment-style residence halls), retail shops (University Bookstore, bistro and small convenience store, size to be determined) along with 147 surface parking spaces to be located on the southwest corner of Lancaster Avenue and Ithan Avenue. In addition, the project includes construction of a Performing Arts Center (with 500 – 650 total seats in two theaters) and a multilevel parking structure (1,293 spaces) to be located on the southeast corner of Lancaster Avenue and Ithan Avenue. Villanova University intends to eliminate many of the existing driveway accesses located on the south side of Lancaster Avenue, west of Ithan Avenue and construct a shared surface parking lot to the rear of the existing university buildings along the south side of Lancaster Avenue. The Church Walk access and associated signalization will be relocated west of the present location and a new right in driveway will be constructed west of Church Walk. The applicant also intends to construct a pedestrian walkway over Lancaster Avenue at the present Church Walk access location.

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II. DOCUMENTS REVIEWED

1. Final Land Development Submission for West Lancaster Parking, consisting of 32 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
2. Final Land Development Submission for Church Walk and Bridge, consisting of 20 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 13, 2015 last revised May 26, 2015.
3. Final Land Development Submission for Pike Field Garage, consisting of 37 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
4. Final Land Development Submission for Lancaster Avenue Housing, consisting of 41 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated December 5, 2014, last revised May 26, 2015.
5. Final Land Development Submission for Performing Arts Center, consisting of 19 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
6. Pedestrian Parking & Traffic Plan, consisting of 5 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
7. Event Traffic Circulation Plan, consisting of 4 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
8. Response Letter, prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
9. Transportation Impact Study dated May 25, 2015 prepared by F. Tavani Associates, Inc.
10. Response Letter dated May 25, 2015 prepared by F. Tavani Associates, Inc.

III. CONSTRUCTION PHASING

The applicant has identified the following construction phasing Sheet 7 of 41(C2.3) *Project Phasing Plan* of the Lancaster Avenue Plan set.

1. During all Construction phasing, pedestrian facilities must be provided including along Lancaster Avenue and Ithan Avenue.
2. Phase 1 Improvements
 - i. St. Augustines Center Garage Expansion
 - ii. Improvements to the West Lancaster Parking facilities
 - iii. Ingress from Lancaster Avenue at existing driveways
 - iv. Egress to Lancaster Avenue at signal at the existing Church Walk driveway
 - v. Closure of Pike Lot surface parking field

Comment: Pedestrian movement is unimpeded during this phase.

3. Phase 2 Improvements (includes Highway Occupancy Permitting)
 - i. Construction of the Pike Field Parking Garage
 - ii. Temporary improvements to Pike Lot surface lot at the site of the future Performing Arts Center – PAC
 - iii. Construction of the Pedestrian Bridge over Lancaster Avenue
 - iv. Improvements to visitor lot, west of existing Church Walk

v. Lancaster Avenue and Ithan Avenue improvements

Comment: During the Phase 2 construction, a temporary walkway for the SEPTA Facility/South Campus student walkers is required. In addition, the pedestrian facilities and crosswalks at Lancaster Avenue and Ithan Avenue must be provided.

4. Phase 3 Improvements

- i. Construction of Student Housing Complexes 1 and 2
- ii. Continued use of Pike Lot surface lot at the site of the future Performing Arts Center – PAC

Comment: Pedestrian movement is unimpeded during this phase.

5. Phase 4 Improvements (Upon availability of funding)

- i. Elimination of Pike Lot surface lot
- ii. Construction of Performing Arts Center

Comment: Pedestrian movement is unimpeded during this phase.

IV. REQUESTED WAIVERS

1. §255-27.H – The applicant has been granted a waiver to permit a 30ft. curb radii for the curb on the southwest corner of Ithan Avenue and Lancaster Avenue.

V. GENERAL COMMENTS

1. Depending on the outcome for the preliminary/final approval for the proposed lot consolidation for the West Lancaster Avenue plan (dated 4/9/2015), the following comments may apply to the proposed improvements for the West Lancaster Parking Plan:
 - i. §255-29.A(1) – Parking aisle widths shall be a minimum of 18' for one-way aisles. The aisle between Stone and Farrell Hall is less than 18 feet and appears to include two-way vehicular movement.
 - ii. §255-29.A(15) All dead-end parking areas shall be designed to provide sufficient backup area for end stalls in the parking area located south of Farrell Hall.
 - iii. §255-29.A(21) – Concrete curbing is required along the perimeter of the parking areas in the area south of Farrell Hall.
2. Provide detectible warning surfaces for all pedestrian curb ramps.
3. Structural drawings for the pedestrian bridge and ramp should be provided for Township review.
4. Americans with Disabilities Act Accessibility Guidelines (ADAAG) comments:

- i. §4.1.1.(1) and (4) – During construction, ADA accessible facilities must be maintained or temporary facilities provided for all existing pedestrian routes onsite and along Lancaster Avenue and Ithan Avenue.
 - ii. §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Several locations require an ADA accessible route as follows:
 - a. Provide an accessible route near the proposed staircase located adjacent to the Lancaster Avenue sidewalk or eliminate the staircase from the design.
 - b. Provide an accessible route or eliminate the proposed steps/risers between Geraghty and Griffin Hall.
 - c. Provide an accessible route or eliminate the proposed steps/risers between the Farrell Hall surface lot and the pedestrian route to Geraghty Hall. Include a curb ramp from the sidewalk to cross the proposed driveway access.
 - iii. §4.6.2 – Accessible parking spaces shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. Each building should include a minimum of one accessible parking space.
 - iv. §4.9.4 – Handrails shall be included and continuous along both sides of stairs and ramps. Additional detail must be provided to verify handrails are included in the design.
5. Consider including phasing numbers in the title of all plan sets to clarify the progression of work.
6. Traffic calming elements should be discussed with nearby affected neighborhoods, particularly residents on Aldwyn Lane.
7. Final Land Development Requirements:
- i. For plan clarity, provide a separate Pavement Marking and Signage Plan (PMSP). On the PSMP include final pavement markings and signage and exclude any existing pavement markings and signage that will be eradicated.
 - ii. Provide traffic signal construction and permit plans for both signalized intersections along with the construction and permit plans for the two proposed pedestrian-activated Rectangular Rapid Flashing Beacons (RRFB) on Ithan Avenue. The applicant has indicated these plans will be provided with the Highway Occupancy Permit application.
 - iii. Identify the design details for all proposed curb ramps. Provide PennDOT CS-4401 forms for all proposed curb ramps within any public rights-of-way.
8. Revise all stop bars locations to a minimum of 4 feet from any pedestrian crosswalk.

VI. WEST LANCASTER AVENUE (WLA) PARKING PLAN COMMENTS

1. Sheet 5 of 32 (C2.1):
 - i. Provide an accessible route or eliminate the proposed steps/risers along the sidewalk located between Geraghty and Griffin Hall.
 - ii. Provide an ADA compliant curb ramp at the proposed curb adjacent to the existing sidewalk near Farrell Hall.
 - iii. Provide curb ramps for the revised Emergency Access to Lancaster Avenue.
 - iv. Clarify the intended use of the gore striping near the Farrell Hall building. If this is intended to be used as a loading area or restricted parking, include signage and pavement markings as needed.
 - v. Provide an accessible pedestrian route from the Farrell Hall surface lots that cross the new right in/right out driveway and continues east to the new surface lot between the new driveway and Geraghty Hall; the proposed stairs are not accessible to individuals with disabilities. Include a sidewalk parallel to the Farrell Hall driveway access to eliminate the need for pedestrians to walk in the active driveway.
 - vi. Straighten the skewed walking route proposed for the right in/right out access to Lancaster Avenue to a more direct route. It is unlikely pedestrians will follow the current design.
2. Sheet 6 of 32 (C2.2):
 - i. Revise the phasing for the construction of the fence across Church Walk to a later phase (Phase 2B). The existing Church Walk driveway will need to be fully operational during Phases 1 and 2A and the proposed fence extends across a portion of the driveway.
 - ii. Revise the phasing for the construction of the fence on the north side of Lancaster Avenue, to follow the completion of the Pedestrian Bridge. The Church Walk Pedestrian Access/or the proposed temporary pedestrian route must remain accessible during the WLA construction.
3. Provide direct ADA access from the WLA Visitor Parking lot to the sidewalk adjacent to Lancaster Avenue. Include an ADA ramp that runs parallel to the sidewalk in place of one set of the proposed stairs.
4. Eliminate the three parking spaces adjacent to the railroad tracks in the middle of the new Church Walk intersection to reduce potential conflicts with moving traffic at the intersection.
5. Provide a 4" yellow line instead of a 4" white line perpendicular to the stop bar at the new Church Walk intersection near the railroad tracks.

VII. CHURCH WALK PLAN

1. Provide a construction narrative within the plan set. The new Church Walk access to Lancaster Avenue must be fully operational (fully constructed and signalized) prior to construction of the Pedestrian Bridge.

2. Sheet 4 of 20 (C2.1): Include a Stop Sign (R1-1) for the WLA visitor lot exit.
3. Sheet 6 of 20 (C4.1): Church Walk and Lancaster Avenue
 - i. Provide the proper lane use control signage for each approach to the intersection.
 - ii. Extend the stop bar on the eastbound approach to the edge of the curb line.
 - iii. Refer to PennDOT Publication 111 *Traffic Control Pavement Markings and Signing Standards, TC-8600 Pavement Markings* for the following corrections:
 - a. Revise the 4" broken white line to a 6" solid white line for distance of 150' measured from the stop bar, on the east and westbound approaches to the intersection.
 - b. The ARROW/ONLY templates should be located 60' from the stop bar.
 - iv. ADAAG §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Provide an accessible route for access to the Pedestrian Bridge near the proposed staircase located adjacent to the Lancaster Avenue or eliminate the staircase closest to Lancaster Avenue from the design.

VIII. PIKE GARAGE PLAN COMMENTS

1. Sheet 7 of 37 (C2.2):
 - i. ADAAG §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Provide an accessible pedestrian route to the multipurpose athletic field or eliminate the proposed stairs.
 - ii. Provide an accessible route from the handicapped parking spaces located in the northwest corner of the Pike Field surface lot to the Lancaster Avenue and Ithan Avenue intersection.
 - iii. Include an accessible curb ramp for the pedestrian crosswalk receiving ramp located on the northeast corner of Lancaster and Ithan Avenue.
 - iv. Revise the location of the arrow leader for the CURB RAMP TYPE 1 on the southeast corner of Lancaster and Ithan Avenue intersection. It appears to point to the sidewalk.
 - v. The applicant has extended the southbound Ithan Avenue left turn lane width to a full width length of 175' with a 100' taper. Please include truck turning templates to ensure proper placement of stop bars on both Lancaster Avenue and Ithan Avenue; adjust the locations as need to accommodate truck turns. It is likely the Lancaster Avenue westbound left turn stop bar will need to be adjusted.
 - vi. The plans include a midblock pedestrian crosswalk on Ithan Avenue, between Bartley Hall and Jake Nevin Field House, north of Lancaster Avenue.
 - a. The 2009 MUTCD Section 3B.18 indicates that an engineering and traffic study should be performed before crosswalks are installed at a location away from a signalized intersection or a stop controlled intersection.

- b. Revise the plan to include a sight distance analysis and include the analysis on the plans.
 - c. Include a PEDESTRIAN warning sign (W11-2) sign along with a DIAGONAL DOWNWARD POINTING ARROW plaque (W16-7P) for both approaches to the midblock crosswalk.
 - d. Include detectible warning surfaces and accessible curb ramps for any pedestrian crossings.
 - e. Consider including a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) at the proposed mid-block crossing.
2. Sheet 8 of 37 (C2.3):
- i. Revise the curb radii on the southwest corner of Ithan Avenue and Lancaster Avenue to provide a minimum 30ft. curb radii.
 - ii. Eliminate the stop bar on the southbound approach of Ithan Avenue at the proposed LAH/Pike Garage accesses.
 - iii. Relocate the proposed stop bar from the Pike Garage access to Ithan Avenue a minimum of 4 ' from the pedestrian crosswalk.
 - iv. It is unclear how the "Main Lot" access to Ithan Avenue was altered from the existing two separate driveways (one ingress and one egress to Ithan Avenue) to the proposed 25' wide full access to Ithan Avenue. Provide additional details and revise the plans as necessary. The proposed access location appears to be centered on the transition for the back to back left turn lanes on Ithan Avenue and will introduce turning conflicts that should be avoided.
3. Construction for the pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) at the Pike Garage is planned to coincide with the construction of the Pike Garage; however, the signal should remain hooded until after the LAH improvements are constructed and the pedestrian crosswalk is fully constructed during the LAH improvements.
4. Provide a KEEP RIGHT sign (R4-7) and OBJECT MARKER (OM1-3) on each end of the driveway median at Lancaster Avenue.

IX. LANCASTER AVENUE HOUSING PLAN COMMENTS

1. Sheet 6 of 41 (C2.2)
 - i. The plan identifies two pedestrian-activated Rectangular Rapid Flashing Beacons (RRFB) for the midblock pedestrian crossings on Ithan Avenue near both the South Campus dormitories and Aldwyn Triangle, and the LAH and Pike Garage accesses; Flashing Warning Beacon permits and construction plans are required for both locations. The applicant has indicated plans will be provided along with the Highway Occupancy Permit application.
 - ii. Eliminate the stop bar on southbound Ithan Avenue at the proposed LAH/PAC driveways.

- iii. Verify sight distance is available for the proposed crosswalks on Ithan Avenue and include a note on the plan indicating the existing and required sight distance for both pedestrian crosswalks.
2. Sheet 9 (C2.5): Revise the Lancaster Avenue median gore at Church Walk in Exhibit 4 to accommodate the left-turn exits from Church Walk.
3. The applicant may want to consider designating short term parking for spaces located near the proposed retail space in the LAH parking area to encourage parking turnover.
4. Relocate bus stops along eastbound Lancaster Avenue to align with the future proposed pedestrian access. Include the relocated bus stops on the proposed plan.
5. Provide ADA compliant curb ramps for the SEPTA station including access to the platform and the pedestrian bridge ramp area.

X. PERFORMING ARTS CENTER PLAN

No transportation comments.

XI. LANCASTER AVENUE HOUSING PEDESTRIAN PARKING & TRAFFIC PLAN

1. Phase 1: Phase 1 improvements may require signal timing modifications at the Church Walk intersection due to the redistribution of traffic from Ithan Avenue to the Church Walk signal. In addition, a Highway Occupancy Permit will be required to eliminate and construct driveway accesses along Lancaster Avenue.
2. Phase 2A: Revise the new temporary walkway to extend to the existing walkway.
3. Phase 2B: The proposed temporary pedestrian route for Phase 2B appears to utilize an unimproved surface along a grassy hill. The pedestrian route surface must be a stable, firm, slip-resistant surface and free of any tripping hazards. Provide additional detail on the Phase 2B pedestrian route in future submissions.

XII. EVENT CIRCULATION PLAN

1. The Radnor Police Department should review the Event Traffic Circulation Plan.
2. Refer to the Manual of Uniform Traffic Control Devices (MUTCD) 2009 (Chapter 2L *Changeable Message Signs*) and PennDOT Publication 646 *Intelligent Transportation Systems Design Guide* and verify the DMS sign placement/location based on the reading and decision zone, number of lines, character length and height is adequate for roadway conditions. Although the applicant has indicated the designer will refer to MUTCD 2009; the plans should be reviewed by the Township,

3. For ease of recognition and memory retainage, the applicant should consider reducing the message length and eliminate parking structure names in favor of structure and sign colors.

XIII. TRAFFIC IMPACT STUDY

We have no additional comments.

Date: June 25, 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 University – Lancaster Avenue Housing
Villanova University – Applicant

Date Accepted: June 1, 2015
90 Day Review: August 30, 2015

Gannett Fleming, Inc. has completed a review of the Villanova University Lancaster Avenue Housing Final Plan for compliance with the Radnor Township Code. This Final Plan was reviewed for conformance with Zoning, Subdivision and Land Development, Stormwater Management, and other applicable codes of the Township of Radnor. A review was also completed for the accompanying plans for the West Lancaster Parking Lot, Pike Field Garage, the Performing Arts Center, and the Church Walk Bridge submitted in support of the Lancaster Avenue Housing Land Development. We note that detailed plans have not been submitted for the SAC Parking Garage.

Conditional use approval was granted on November 24, 2014 to permit the development under CICD (decision attached). The applicant is proposing to construct a 1,138 bed student housing facility in six buildings with associated retail space.

The following waivers were approved during preliminary approval:

- §255-27.H – To permit a 30 ft radius curb on the southwest corner of Ithan Avenue and Lancaster Avenue intersection.
- §255-29.A.(12) – To permit 22' entry/exit drives as shown on the Plan.

The applicant appeared before the Planning Commission on June 17, 2015. The Planning Commission recommended approval of the plans based on the following conditions:

- That the applicant complies with the consultants letters.
- When construction is complete, if the Performing Arts Center is not an active project, the applicant must submit an amended land development plans and application(for the future use of the Performing Arts Center temporary parking area).
 - i. That the applicant request a waiver for the 18’ wide driveway at Stone and Farrell.
We will comply by eliminating one side of parallel parking between Stone and Farrell Halls which will allow the preservation of one side of parallel parking and a Two-Way 18 ft wide drive aisle per Section 255-29 A(1).
- Revisit the accessibility to the bridge and provide an accessible entrance at Lancaster Avenue for handicapped persons in addition to the staircase.
- The applicant is to discuss the elimination of 3 SEPTA parking spots and the relocation that is acceptable with Staff.
- Staff and Villanova are to work out the issues of comments under the Pike Parking Garage specifically relating to extending the southbound left-turn lane at Ithan Avenue and the main lot access to Ithan Avenue be altered at two separate driveways.

Lancaster Avenue Housing

Plans Prepared By: Nave Newell

Dated: 12/05/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(3)(f)[2] – Mechanical/electrical equipment and trash shall be screened from view. In addition, sound attenuation shall be installed on all equipment to minimize noise pollution at any adjacent residential property line. The applicant has provided a detail of a “wood fence and rolling gate with sound barrier @ service area”. The applicant must clearly label on the plans where this will be located. We will comply by labeling the location of the rolling gate on the Site Plans.
2. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The applicant has provided a lighting design book for this project that indicates compliance with the IDA requirements. No response required.

II Subdivision and Land Development

1. §255-21.B(1)(j) – A complete outline survey of the property to be subdivide or developed, showing all courses, distances, tie-ins to all adjacent intersections and areas must be provided on the plans. We will comply by updating the metes and bounds of the property to comply with the Lot Consolidation Plans currently submitted to the Township.
2. §255-27.H(6) - Minimum curb radii at street intersections shall be 25 feet for local streets; 30 feet for collectors; 35 feet for arterials; and 10 feet for driveways. The applicant received a waiver during preliminary plan approval to provide a 30 foot curb radius at the southwest corner of the Ithan/Lancaster Avenue intersection. No response required.
3. §255-29.A.(12) – The width of entrance and exit drives shall be a minimum of 25 feet for two-way use. The entrance exit drive shown on the plan into the proposed parking area behind the student housing from Ithan Avenue is 22 feet. The applicant received a waiver during preliminary plan approval for this requirement. No response required.
4. §255-43.1.E(2) – Where, upon agreement with the applicant or developer, it is determined that the dedication of all or any portion of the land area required for park and recreation purposes is not feasible, the applicant or developer shall pay a fee in lieu of dedication of any such land to the Township. The fee for non-residential subdivisions or land developments shall be \$3,307 per 4,000 square feet of building area. The fee is \$174,408.00 based on 210,957 square feet. No response required.
5. §255-54.B. – The central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. This will be confirmed at the building permit phase. No response required.

III Stormwater Management

1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have

been submitted were at a depth of 5 feet, however, the infiltration systems (201 and 202) appear to be located at a depth of 7-7.5 feet. We will comply by conducting additional infiltration testing, as requested.

2. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time. No response necessary.

IV General Comments

1. The applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increase wastewater disposal generated by the project. We will comply by obtaining the required Act 537 Plan revisions to support the project.
2. There must be 10 feet of horizontal clearance between the sanitary sewer and the storm sewer between MH S12 and MH S10, shown on sheet C4.1. We will comply by relocating the storm sewer to provide the required 10 ft separation.
3. The size of all proposed sanitary sewer laterals must be shown on the plan. We will comply by labeling the proposed sanitary sewer lateral sizes.
4. A grease trap must be provided for the restaurant located in building 2A. Only the wastewater from food preparation areas and/or kitchen wastes may be routed through the grease trap. Restroom wastes may not be discharged to the grease trap. We will comply by providing details on the required grease trap location during the Building Permit Application period.
5. We note that the number of parking spaces for the entire project has increased from the previous submission. There will be a reduction of 1 parking space in the Nevin Field House parking area along North Ithan Avenue and the addition of 4 parking spaces in the West Lancaster Parking Lots. No response required.
6. On Sheet C2.3, the parking tabulation chart for Phase 2 indicates that there will be 4,853 parking spaces provided during construction. The chart lists parking spaces that total 4,873. This must be revised to be consistent. We will comply by correcting the text typo.
7. The revised phasing plan provided with the Final plan submission must be replaced in the TIS. The plan provided in the TIS is outdated. We will comply by updating the phasing plan within the TIS.

West Lancaster Parking

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Stormwater Management

1. The “Volume – One Inch” calculations provided on page 24-26 appears to have some inconsistencies and should be reconciled.
 - a. The rainfall depth “P” is variable for each BMP when a value of 1-inch appears to be required. The applicant must explain/correct as appropriate. We will comply by clarifying that this is the effective treated volume of runoff which exceeds the 1 inch requirement.
 - b. The applicant must provide supporting calculation/documentation for the volumetric storage and volume credit for Infiltration Systems No. 101, 102, 103, and 104. We will comply by providing the requested supporting calculations.
2. The applicant must provide a typical section for Infiltration System 3. We will comply by providing the requested detail.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time. No response necessary.

II General Comments

1. All existing utility service laterals must be shown on the plans. We will comply by depicting the utility service laterals.
2. Sheet 2.1 of the plans indicate that there are 21 Septa parking spaces. The response letter submitted and landscaping plans indicate that there are 20 Septa parking spaces. This must be revised to be consistent. We will comply by clarifying that during the temporary phase there is 1 extra SEPTA parking space, but in final condition 20 parking spaces are provided to SEPTA.

Pike Field Garage

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Subdivision Land Development

6. §255-54.B. – The central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. The proposed fire access lane is proposed to be grass pavers. This will be confirmed at the building permit phase. No response required.

II Stormwater Management

1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration systems appear to be located at a depth of 10 to 11.5 feet. We will comply by conducting additional infiltration testing, as requested.
2. The applicant must provide supporting calculation/documentation for the volume value reported on page 52 for “POI-3A - Elevate Low flow Orifice 6” to 411.00”. It is not clear from the report or the plans how this value was determined. We will comply by providing the requested supporting calculations.
3. It is unclear from the charts provided on page 140-141 of the stormwater report how the tributary drainage area for YD-G3 is accounted for. We will comply by providing the requested supporting calculations.
4. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time. No response required.

Performing Arts Center

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the

International Dark-Sky Association (IDA) full cutoff requirements. The applicant has provided a lighting design book for this project that indicates compliance with the IDA requirements. No response required.

2. §280-68.1.D(3)(g) – The photometric layout or plan grid (showing footcandle levels) must be shown on sheet 7.1. We will comply by showing the footcandle levels on Sheet 7.1

II Stormwater Management

1. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time. No response required.

Church Walk and Bridge

Plans Prepared By: Nave Newell

Dated: 03/13/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(2)(b) – Setbacks from the ultimate right-of way for major collector streets shall be 60 feet for surface parking lots. The visitors parking lot is less than 60 feet from the proposed right of way line. This is a non-conformity that the applicant intends to continue. No response required.
2. §280-69.E(3) – Surface parking areas are classified as a category of use 1. Category 1 uses and structures shall be set back from rear and side property lines by 75 feet. The existing parking area is set back 20 feet. This is a non-conformity that the applicant intends to continue. No response required.

3.

II Stormwater Management

1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration system appear to be located at a depth of 7.5 feet. We will comply by conducting additional infiltration testing, as requested.

2. The “Volume – One Inch” calculations provided on page 24-26 appears to have some inconsistencies and should be reconciled.
 - a. The rainfall depth “P” is variable for each BMP when a value of 1-inch appears to be required. The applicant must explain/correct as appropriate. We will comply by clarifying that this is the effective treated volume of runoff which exceeds the 1 inch requirement.
 - b. The applicant must provide supporting calculation/documentation for the volumetric storage and volume credit for Infiltration Systems No.104. We will comply by providing the requested supporting calculations.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time. No response required.

We recommend that the plans be revised to address the comments stated above along with comments provided in the review memo from Gilmore and Associates prior to consideration for approval, or conditional approval shall include the applicant addressing the comments to the satisfaction of the Township Engineer.

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

I. GENERAL COMMENTS

1. Depending on the outcome for the preliminary/final approval for the proposed lot consolidation for the West Lancaster Avenue plan (dated 4/9/2015), the following comments may apply to the proposed improvements for the West Lancaster Parking Plan:
 - i. §255-29.A(1) – Parking aisle widths shall be a minimum of 18' for one-way aisles. The aisle between Stone and Farrell Hall is less than 18 feet and appears to include two-way vehicular movement. We will comply by eliminating one side of parallel parking between Stone and Farrell Halls which will allow the preservation of one side of parallel parking and a Two-Way 18 ft wide drive aisle per Section 255-29 A(1).
 - ii. §255-29.A(15) All dead-end parking areas shall be designed to provide sufficient backup area for end stalls in the parking area located south of Farrell Hall. The submitted drawings provide a backup area in the location noted.
 - iii. §255-29.A(21) – Concrete curbing is required along the perimeter of the parking areas in the area south of Farrell Hall. We will comply by revising the drawings to propose curbing along the perimeter of the parking area.
2. Provide detectible warning surfaces for all pedestrian curb ramps. We will comply by updating the ramp graphics to depict the required warning surfaces.
3. Structural drawings for the pedestrian bridge and ramp should be provided for Township review. We'll comply by providing during the building permit period.
4. Americans with Disabilities Act Accessibility Guidelines (ADAAG) comments:
 - i. §4.1.1.(1) and (4) – During construction, ADA accessible facilities must be maintained or temporary facilities provided for all existing pedestrian routes onsite and along Lancaster Avenue and Ithan Avenue. We will comply by providing the necessary pedestrian routes during construction.
 - ii. §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Several locations require an ADA accessible route as follows:
 - a. Provide an accessible route near the proposed staircase located adjacent to the Lancaster Avenue sidewalk or eliminate the staircase from the design. We will comply by providing an elevator at the staircase adjacent to the Lancaster Avenue sidewalk.

- b. Provide an accessible route or eliminate the proposed steps/risers between Geraghty and Griffin Hall. We will comply by providing a ramp in addition to the staircases which will be preserved.
 - c. Provide an accessible route or eliminate the proposed steps/risers between the Farrell Hall surface lot and the pedestrian route to Geraghty Hall. Include a curb ramp from the sidewalk to cross the proposed driveway access. We will comply by eliminating the staircase between Farrell Hall and Geraghty Hall. The curb ramp is no longer required because the sidewalk along the entrance drive will also be eliminated.
 - iii. §4.6.2 – Accessible parking spaces shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. Each building should include a minimum of one accessible parking space. We will comply by adding an ADA parking space to Stone Hall parking area. All other buildings have at least one ADA parking space.
 - iv. §4.9.4 – Handrails shall be included and continuous along both sides of stairs and ramps. Additional detail must be provided to verify handrails are included in the design. We will comply by including a graphic depiction of the handrails as well as the required details.
- 5. Consider including phasing numbers in the title of all plan sets to clarify the progression of work. No revision required as the phasing plan clarifies the progression of work.
- 6. Traffic calming elements should be discussed with nearby affected neighborhoods, particularly residents on Aldwyn Lane. We will comply by discussing with the neighbors.
- 7. Final Land Development Requirements:
 - i. For plan clarity, provide a separate Pavement Marking and Signage Plan (PMSP). On the PSMP include final pavement markings and signage and exclude any existing pavement markings and signage that will be eradicated. We will comply by preparing a Pavement Marking and Signage Plan.
 - ii. Provide traffic signal construction and permit plans for both signalized intersections along with the construction and permit plans for the two proposed pedestrian-activated Rectangular Rapid Flashing Beacons (RRFB) on Ithan Avenue. The applicant has indicated these plans will be provided with the Highway Occupancy Permit application. We will comply by submitting the required PennDOT Signal Applications for RRFBs.
 - iii. Identify the design details for all proposed curb ramps. Provide PennDOT CS-4401 forms for all proposed curb ramps within any public rights-of-way. We will comply by preparing and submitting all required CS-4401 forms with the required PennDOT HOP and/or Signal permit applications.

8. Revise all stop bars locations to a minimum of 4 feet from any pedestrian crosswalk. We will comply by revising the striping location of Pike Garage stop bar onto Ithan Ave.

II. WEST LANCASTER AVENUE (WLA) PARKING PLAN COMMENTS

1. Sheet 5 of 32 (C2.1):
 - i. Provide an accessible route or eliminate the proposed steps/risers along the sidewalk located between Geraghty and Griffin Hall. We will comply by providing a ramp in addition to the staircases which will be preserved.
 - ii. Provide an ADA compliant curb ramp at the proposed curb adjacent to the existing sidewalk near Farrell Hall. We will comply by providing the necessary ADA curb ramp near Farrell Hall.
 - iii. Provide curb ramps for the revised Emergency Access to Lancaster Avenue. We will comply by constructing the Emergency Access connection to Lancaster Avenue as a driveway apron, in accordance with PennDOT Standard Detail "Type 5 Driveway Apron".
 - iv. Clarify the intended use of the gore striping near the Farrell Hall building. If this is intended to be used as a loading area or restricted parking, include signage and pavement markings as needed. We will comply by clarifying that this gore marking is intended to provide a 3ft wide walkable area within the parking lot between the active drive aisle and a parking space adjacent to Farrell Hall.
 - v. Provide an accessible pedestrian route from the Farrell Hall surface lots that cross the new right in/right out driveway and continues east to the new surface lot between the new driveway and Geraghty Hall; the proposed stairs are not accessible to individuals with disabilities. Include a sidewalk parallel to the Farrell Hall driveway access to eliminate the need for pedestrians to walk in the active driveway. We will comply by eliminating the staircase between Farrell Hall and Geraghty Hall. We will provide the requested walk area via the gore marking noted above as well as a sidewalk extension on the west side of the right in/right out driveway connecting Farrell Hall parking to the sidewalk along Lancaster Avenue.
 - vi. Straighten the skewed walking route proposed for the right in/right out access to Lancaster Avenue to a more direct route. It is unlikely pedestrians will follow the current design. We will comply by modifying the alignment of the walking path to a more linear route.
2. Sheet 6 of 32 (C2.2):
 - i. Revise the phasing for the construction of the fence across Church Walk to a later phase (Phase 2B). The existing Church Walk driveway will need to be fully operational during Phases 1 and 2A and the proposed fence extends across a portion of the driveway. We will comply by clarifying the phasing of the fence construction, as noted in the comment.
 - ii. Revise the phasing for the construction of the fence on the north side of Lancaster Avenue, to follow the completion of the Pedestrian Bridge. The Church Walk Pedestrian Access/or the proposed temporary pedestrian route must remain accessible during the WLA construction. We will comply by clarifying the phasing of the fence construction, while accounting for the

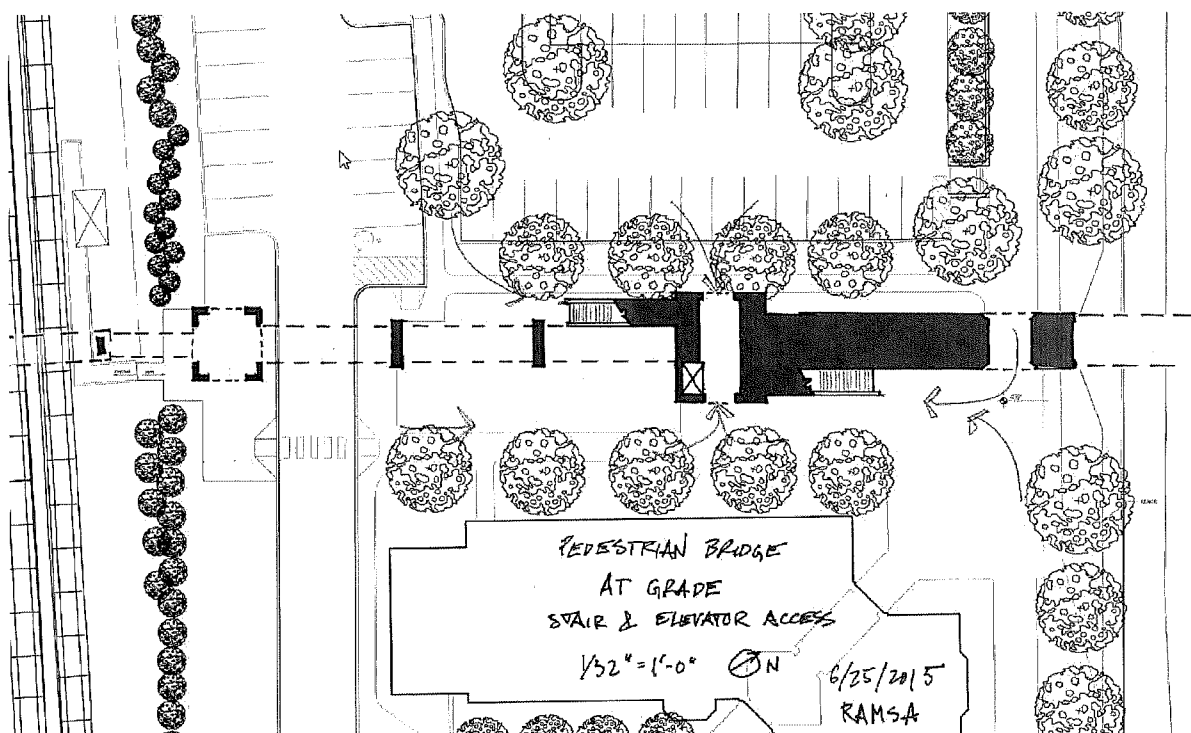
proposed temporary pedestrian route during the Pedestrian Bridge construction.

3. Provide direct ADA access from the WLA Visitor Parking lot to the sidewalk adjacent to Lancaster Avenue. Include an ADA ramp that runs parallel to the sidewalk in place of one set of the proposed stairs. We will comply by providing an ADA ramp in addition to the sets of proposed stairs
4. Eliminate the three parking spaces adjacent to the railroad tracks in the middle of the new Church Walk intersection to reduce potential conflicts with moving traffic at the intersection. We will comply by relocating SEPTA's required parking spaces to the visitor lot area.
5. Provide a 4" yellow line instead of a 4" white line perpendicular to the stop bar at the new Chuck Walk intersection near the railroad tracks. We will comply by providing the 4" yellow line.

III. CHURCH WALK PLAN

1. Provide a construction narrative within the plan set. The new Church Walk access to Lancaster Avenue must be fully operational (fully constructed and signalized) prior to construction of the Pedestrian Bridge. We will comply by including a construction sequence within the plan set to clarify the required phasing of construction relative to Church Walk Drive compared to the Pedestrian Bridge.
2. Sheet 4 of 20 (C2.1): Include a Stop Sign (R1-1) for the WLA visitor lot exit. We will comply by adding the requested Stop Sign.
3. Sheet 6 of 20 (C4.1): Church Walk and Lancaster Avenue
 - i. Provide the proper lane use control signage for each approach to the intersection. We will comply by updating the Land Development Drawings to match the PennDOT HOP submission.
 - ii. Extend the stop bar on the eastbound approach to the edge of the curb line. We will comply by extending the stop bar, as requested.
 - iii. Refer to PennDOT Publication 111 *Traffic Control Pavement Markings and Signing Standards, TC-8600 Pavement Markings* for the following corrections:
 - a. Revise the 4" broken white line to a 6" solid white line for distance of 150' measured from the stop bar, on the east and westbound approaches to the intersection. We will comply by revising the striping, as requested
 - b. The ARROW/ONLY templates should be located 60' from the stop bar. We will comply by relocating the ARROW/ONLY templates, as requested
 - iv. ADAAG §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Provide an accessible route for access to the Pedestrian Bridge near the proposed staircase located adjacent

to the Lancaster Avenue or eliminate the staircase closest to Lancaster Avenue from the design. We will comply by consolidating the (2) routes of entry into (1) more centrally located route with an elevator in lieu of a ramp. See sketch below for more detail.



IV. PIKE GARAGE PLAN COMMENTS

1. Sheet 7 of 37 (C2.2):
 - i. ADAAG §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Provide an accessible pedestrian route to the multipurpose athletic field or eliminate the proposed stairs. We will comply by eliminating the proposed staircase.
 - ii. Provide an accessible route from the handicapped parking spaces located in the northwest corner of the Pike Field surface lot to the Lancaster Avenue and Ithan Avenue intersection. We will comply by clarifying the accessible route within the temporary parking lot to the Lancaster and Ithan Avenue intersection.
 - iii. Include an accessible curb ramp for the pedestrian crosswalk receiving ramp located on the northeast corner of Lancaster and Ithan Avenue. We will comply by clarifying that there is an existing accessible curb ramp in this location.
 - iv. Revise the location of the arrow leader for the CURB RAMP TYPE 1 on the southeast corner of Lancaster and Ithan Avenue intersection. It appears to point to the sidewalk. We will comply by revising the arrow leader.
 - v. The applicant has extended the southbound Ithan Avenue left turn lane width to a full width length of 175' with a 100' taper. Please include truck turning templates to ensure proper placement of stop bars on both Lancaster Avenue

and Ithan Avenue; adjust the locations as need to accommodate truck turns. It is likely the Lancaster Avenue westbound left turn stop bar will need to be adjusted. We will comply by revising the stop bar locations in accordance with the truck turning templates.

- vi. The plans include a midblock pedestrian crosswalk on Ithan Avenue, between Bartley Hall and Jake Nevin Field House, north of Lancaster Avenue. We will comply by eliminating the proposed midblock crosswalk.
 - a. The 2009 MUTCD Section 3B.18 indicates that an engineering and traffic study should be performed before crosswalks are installed at a location away from a signalized intersection or a stop controlled intersection.
 - b. Revise the plan to include a sight distance analysis and include the analysis on the plans.
 - c. Include a PEDESTRIAN warning sign (W11-2) sign along with a DIAGONAL DOWNWARD POINTING ARROW plaque (W16-7P) for both approaches to the midblock crosswalk.
 - d. Include detectible warning surfaces and accessible curb ramps for any pedestrian crossings.
 - e. Consider including a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) at the proposed mid-block crossing.

2. Sheet 8 of 37 (C2.3):

- i. Revise the curb radii on the southwest corner of Ithan Avenue and Lancaster Avenue to provide a minimum 30ft. curb radii. We will comply by correcting the text typo.
- ii. Eliminate the stop bar on the southbound approach of Ithan Avenue at the proposed LAH/Pike Garage accesses. We will comply by eliminating the stop bar.
- iii. Relocate the proposed stop bar from the Pike Garage access to Ithan Avenue a minimum of 4 ' from the pedestrian crosswalk. We will comply by revising the stop bar location, as requested.
- iv. It is unclear how the "Main Lot" access to Ithan Avenue was altered from the existing two separate driveways (one ingress and one egress to Ithan Avenue) to the proposed 25' wide full access to Ithan Avenue. Provide additional details and revise the plans as necessary. The proposed access location appears to be centered on the transition for the back to back left turn lanes on Ithan Avenue and will introduce turning conflicts that should be avoided. We will work with Township Staff to locate this temporary access in the best location relative to the back to back turn lanes as well the required grading to access the main parking lot after the widening of Ithan Avenue.

3. Construction for the pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) at the Pike Garage is planned to coincide with the construction of the Pike Garage; however, the signal should remain hooded until after the LAH improvements are constructed and the pedestrian crosswalk is fully constructed during the LAH improvements. We will comply by revising the construction of the RRFB to occur during the LAH construction rather than during Pike Garage Construction or hooding the RRFB if constructed during the Pike Garage Phase.

4. Provide a KEEP RIGHT sign (R4-7) and OBJECT MARKER (OM1-3) on each end of the driveway median at Lancaster Avenue. We will comply by adding the requested signage.

V. LANCASTER AVENUE HOUSING PLAN COMMENTS

1. Sheet 6 of 41 (C2.2)
 - i. The plan identifies two pedestrian-activated Rectangular Rapid Flashing Beacons (RRFB) for the midblock pedestrian crossings on Ithan Avenue near both the South Campus dormitories and Aldwyn Triangle, and the LAH and Pike Garage accesses; Flashing Warning Beacon permits and construction plans are required for both locations. The applicant has indicated plans will be provided along with the Highway Occupancy Permit application. We will comply by submitting the required PennDOT Signal Permit Plans for the RRFBs.
 - ii. Eliminate the stop bar on southbound Ithan Avenue at the proposed LAH/PAC driveways. We will comply by eliminating the stop bar.
 - iii. Verify sight distance is available for the proposed crosswalks on Ithan Avenue and include a note on the plan indicating the existing and required sight distance for both pedestrian crosswalks. We will comply by adding a note to reference the sight distance profiles that were provided on C6.1 of the Pike Garage Set. The South Campus crosswalk is existing and sight distance will be noted on the RRFB PennDOT Signal Plan for that intersection.
2. Sheet 9 (C2.5): Revise the Lancaster Avenue median gore at Church Walk in Exhibit 4 to accommodate the left-turn exits from Church Walk. We will comply by updating the Land Development Drawings to match the PennDOT HOP submission which accommodates the left turn exits from Church Walk Drive.
3. The applicant may want to consider designating short term parking for spaces located near the proposed retail space in the LAH parking area to encourage parking turnover. The University will consider this.
4. Relocate bus stops along eastbound Lancaster Avenue to align with the future proposed pedestrian access. Include the relocated bus stops on the proposed plan. We will comply by revising the Site Plans to depict the location of the proposed relocated SEPTA bus stops.
5. Provide ADA compliant curb ramps for the SEPTA station including access to the platform and the pedestrian bridge ramp area. We will comply by revising the design per the updated ADA access sketch previously provided. ADA access for the Bridge "Pavilion" is provided by a raised crosswalk as shown on the plans previously submitted.

VI. PERFORMING ARTS CENTER PLAN

No transportation comments.

VII. LANCASTER AVENUE HOUSING PEDESTRIAN PARKING & TRAFFIC PLAN

1. Phase 1: Phase 1 improvements may require signal timing modifications at the Church Walk intersection due to the redistribution of traffic from Ithan Avenue to the Church Walk signal. In addition, a Highway Occupancy Permit will be required to eliminate and construct driveway accesses along Lancaster Avenue. We have complied by providing the necessary signal timing modifications within the PennDOT HOP Application which has been submitted to PennDOT.
2. Phase 2A: Revise the new temporary walkway to extend to the existing walkway. We will comply by revising our drawings to include details of the temporary walkway which will connect to the existing walkway.
3. Phase 2B: The proposed temporary pedestrian route for Phase 2B appears to utilize an unimproved surface along a grassy hill. The pedestrian route surface must be a stable, firm, slip-resistant surface and free of any tripping hazards. Provide additional detail on the Phase 2B pedestrian route in future submissions. We will comply by revising our drawings to include details of the temporary walkway which will be stable, firm, and slip-resistant.

VIII. EVENT CIRCULATION PLAN

1. The Radnor Police Department should review the Event Traffic Circulation Plan. The University has submitted an Event Traffic Circulation Plan to the Radnor Police Department for review.
2. Refer to the Manual of Uniform Traffic Control Devices (MUTCD) 2009 (Chapter 2L *Changeable Message Signs*) and PennDOT Publication 646 *Intelligent Transportation Systems Design Guide* and verify the DMS sign placement/location based on the reading and decision zone, number of lines, character length and height is adequate for roadway conditions. Although the applicant has indicated the designer will refer to MUTCD 2009; the plans should be reviewed by the Township. We will comply by reviewing our signage plans with the township.
3. For ease of recognition and memory retainage, the applicant should consider reducing the message length and eliminate parking structure names in favor of structure and sign colors. We will consider.

IX. TRAFFIC IMPACT STUDY

We have no additional comments.



We answer to you.

3020 Columbia Avenue, Lancaster, PA 17603 • Phone: (717) 394-3721
E-mail: rettetw@rettew.com • Web site: rettetw.com

Engineers
Planners
Surveyors
Landscape
Architects
Environmental
Consultants

June 24, 2015

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

RE: Villanova University
Lancaster Avenue Housing, Related Parking Improvements, and
Performing Arts Center
Final Land Development Plan
Review No. 1 (REVISED)
RETTEW Project No. 101442003

Dear Steve:

We have completed our review of the above referenced plan as prepared by Nave Newell, Inc. Our review was of the following information received on June 1, 2015, lighting and mechanicals information supplements received on April 1, 2015, landscaping elevation views received on April 3, 2015, as well as the responses presented by the applicant verbally and in writing at the April 25 and May 11, 2015 Board of Commissioners meetings and May 4 and June 17 Township Planning Commission meetings:

1. Forty-one (41) plan sheets for Lancaster Avenue Housing dated December 5, 2014 and last revised May 26, 2015;
2. Thirty-two (32) plan sheets for West Lancaster Parking dated March 6, 2015 and revised May 26, 2015;
3. Thirty-seven (37) plan sheets for Pike Field Garage dated March 6, 2015 and revised May 26, 2015;
4. Nineteen (19) plan sheets for the Performing Arts Center dated March 6, 2015 and revised May 26, 2015;
5. Four (4) sheets for the Event Circulation Plan dated May 26, 2015;
6. Pedestrian, Parking, and Traffic Phasing Plan dated May 26, 2015;
7. Lancaster Avenue Housing Evacuation Plan with diagram dated March 2, 2015;
8. PECO response letter concerning additional landscape material stamped received December 19, 2014 by the Facilities Management Office;
9. Storm Water Management Report and Site Drainage Calculations dated March 6, 2015 and revised May 26, 2015; and,
10. A plan review comments response letter dated March 6, 2015.

Project Overview:

<u>Applicant:</u>	Villanova University
<u>Requested Action/Use:</u>	Final Land Development Plan Review: Lancaster Avenue Housing



West Lancaster Parking
Pike Field Garage
Performing Arts Center

Zoning District: PI-Planned Institutional; CO-Commercial Office; R-3-Residence

Location and Size: Lancaster Avenue Student Housing and most related parking improvements properties are located between Lancaster Avenue and the SEPTA R-100 tracks, and between Pike Field and Farrell Hall on the Villanova campus. Improvements to the SAC Garage are located on land at the north end of the Main Campus along the AMTRAK/SEPTA rail lines. Apart from the SAC Garage site, the subject lands are roughly coincidental with the CICD development proposal which the applicant indicated contained gross site area of approximately 13.81 acres.

Existing Use: Surface parking lots and small University office buildings.

Proposed Use: Student dormitories, student-centered retail, Performing Arts Center, and related Pike Parking Garage, West Lancaster Avenue parking lot, and SAC Garage expansion.

We performed a compliance review of the land development plans with certain elements of the Radnor Township Zoning Ordinance, with the applicant's phasing plan, and with the Radnor Township Comprehensive Plan. Following discussions at the June 17 Township Planning Commission meeting, our June 8, 2015 review letter was revised and is submitted here to reflect the latest discussions on the review letter comments. In addition, our June 8, 2015 report on the status of the applicant's compliance to date with the conditions of the Board of Commissioners' CICD conditional use approval was updated and is provided to you for the Board of Commissioners in a separate memorandum. We have the following remaining comments here on Villanova's Final Plan submittal:

SPECIFIC ZONING

1. Landscaping information has been provided by the applicant including section and elevation drawings along the south property line of the Housing portion of the site showing new and existing vegetation looking in a west to east direction as well as in a south to north direction. These views demonstrate that the proposed Buffer Planting Strip along the R-100 line provides a screen of sufficient density not to be seen through and of sufficient height to constitute an effective screen and give maximum protection and immediate visual screening to an abutting property or district (§ 280-4B, § 280-68.1.D(3), and § 280-71.D). The same views of the landscaping proposed for the West Lancaster Parking Plan have been provided and demonstrate the same buffering sufficiency. No response required
2. Sub-section 71.A of the zoning ordinance requires buffer planting strips to be not less than 20 feet in width. There are places at the rear of the West Lancaster Parking and Lancaster Housing

where the width of the buffer planting strip is less than 20 feet wide. However, Sub-section 71.D allows for alternative buffer planting strips stating, "As an alternative to the possibly linear appearance of the minimum requirements above, applicants are encouraged to provide innovative, free-form buffers which need not be located entirely within the minimum required width. Such alternative buffers shall be subject to approval by the Township." Such alternative buffer planting strips would be required to meet the same "screen of sufficient density not to be seen through...and immediate visual screening..." standard as noted above and our review concludes that the standard is met. No response required

3. Landscaping information has been provided by the applicant including a plan view of the landscaping proposed to surround the Pike Field Parking Garage and the Performing Arts Center. Further, the applicant indicated during its presentation at the March 10 Planning Commission meeting that it will provide additional landscaping along the eastern boundary of Pike Field as desired by residents of Barley Cone Lane to buffer their view of the Pike Field Parking Garage and Performing Arts Center. The development plan needs to reflect this additional landscaping desired by the Barley Cone Lane residents. The ultimate standard required of such landscaping is the same as above "a screen of sufficient density not to be seen through and of sufficient height to constitute an effective screen and give maximum protection and immediate visual screening to an abutting property or district," as called for by § 280-68.1D(3)(b) and § 280-71.D. We will comply by providing a plan showing the existing buffering and the new buffering where desired by the residents and as called out by § 280-71.D. We are in the process of reaching out to the neighbors asking them whether or not they desire buffering.
4. The submitted lighting plan information for all four development plans includes isometrics that demonstrate light at the nearby residential property lines is well below the maximum 0.5 foot-candles allowed. The information also demonstrates that the site and area lighting proposed within the CICD complies with International Dark Sky Association (IDA) full cut-off standards (§ 280-68.1D(3)[g]). No response required
5. The Housing plan needs to include information describing the sound attenuation devices that are a part of or are to be installed on all mechanical, electrical, and trash equipment to minimize noise pollution at any adjacent residential property line (§ 280-68.1D(3)[f]). A fence and gate enclosure are proposed to surround the trash compactor shown at the R-100 end of the eastern portion of Building 1-C in the Housing Plan, and an Acoustifence noise reducing fence cover will be woven into the full fence and gate. The equipment in the mechanical pit adjacent to South Ithan Avenue sits below grade and will be bounded by a safety fence such that sound will be contained and should not unacceptably spill over onto Ithan Avenue. No response required

CHURCH WALK AND PEDESTRIAN BRIDGE PLAN

1. On Sheet L1.1, diagonal lines cover nearly all of the Aldwyn Triangle. If those diagonal lines are meant to indicate that virtually all of the Triangle is being preserved, a note to explain that should be added to the plan. We will comply by adding a note to Sheet L1.1, referencing sheet C2.0 which clarifies the preservation of the Aldwyn Triangle.

PHASING AND PEDESTRIAN PARKING AND TRAFFIC PLAN

1. Phase 1 - the buffer planting strip that is proposed between the proposed West Lancaster Parking Lot and the R-100 line needs to be ordinance compliant and in place prior to the start of construction of any part of Phase 2. No response required
2. Phase 1 – any landscaping to be installed on Villanova property along the Barley Cone Lane properties at the request of the property owners needs to be installed during Phase 1 construction activities and before the start of construction of the Pike Field Garage in Phase 2A. We will comply by adding a note to the Landscape Plan noting this requirement
3. Phase 3 – according to the land development plan, vehicular access to the Pike Garage will be provided through the parking lot aisle behind the proposed dormitories and needs to be available when the Pike Garage opens after its completion in Phase 2A. Until the dormitories and parking lot behind are completed in Phase 3, Villanova and its contractors working on the dormitories and associated parking lot need to maintain temporary access through the dormitories/parking lot construction site to the Pike Garage in order for the traffic and special event management to work as proposed by Villanova. We will comply by adding a note to the Planset noting this requirement
4. Phase 3 - the buffer planting strip that is proposed between the proposed parking to the rear of the proposed new dormitories and the R-100 line needs to be ordinance compliant and in place prior to occupancy of the dormitories and prior to the construction start of any part of Phase 4. No response required

COMPREHENSIVE PLAN CONSISTENCY

1. Our previous review indicated that Villanova's proposed development plan was generally consistent with various components of the Township's Comprehensive Plan including Institutional uses, Environment and Natural Resources, Transportation and Circulation, and Stormwater policies. No response required

Should you have any questions or require any additional information, please do not hesitate to contact us at any time.

Sincerely,

Stephen R. Gabriel, PP
Township Planning Consultant

copy: Steve Norcini, Public Works Director (email: snorcini@radnor.org)
Suzan Jones (email: sjones@radnor.org)
Kevin Kochanski, RLA, CZO – kkochanski@radnor.org
Roger Phillips, PE – rphillips@gfnet.com

Page 5 of 5
Radnor Township
June 24, 2015
RETTEW Project No. 101442003
Lancaster Avenue Housing Land Development Final Plan
Final Plan Review No. 1 (REVISED)

Amy Kaminski, PE – akaminski@gilmore-assoc.com
John B. Rice, Esq. – jrice@grimlaw.com
Peter Nelson, Esq. – pnelson@grimlaw.com

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DELAWARE COUNTY PLANNING COMMISSION

**COURT HOUSE/GOVERNMENT CENTER
201 W. Front St. Media, PA 19063**

Office Location: Toal Building, 2nd & Orange Sts., Media, PA 19063
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PLANNING COMMISSION

**THOMAS J. O'BRIEN, AIA
CHAIRMAN**

**THOMAS J. JUDGE
VICE CHAIRMAN**

**KENNETH J. ZITARELLI
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**LINDA F. HILL
DIRECTOR**

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DAVID J. WHITE
MICHAEL F. CULP**

June 18, 2015

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

RE: Name of Dev't: Villanova Housing and Performing Arts Center
DCPD File No.: 34-1522-77-83-90-92-94-97-98-99-00-01-02-06-13-15
Developer: Villanova University
Location: South side of Lancaster Avenue, east and west sides of S. Ithan Avenue

Recv'd in DCPD: June 8, 2015

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on June 18, 2015, the Commission took action as shown in the recommendation of the attached review.

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

Very truly yours,

Linda F. Hill
Director

LFH/pmg

cc: Villanova University
Nave Newell, Inc.



DELAWARE COUNTY PLANNING DEPARTMENT

DCPD

Court House/ Government Center , 201 W. Front St., Media, PA 19063
Office Location: Toal Building, 2nd & Orange Sts., Media, PA 19063
Phone: (610) 891-5200 FAX: (610) 891-5203
E-mail: planning_department@co.delaware.pa.us

Date: June 18, 2015

File No.: 34-1522-77-83-90-92-94-97-98-99-00-01-02-06-13-15

PLAN TITLE: Villanova Housing and Performing Arts Center

DATE OF PLAN: May 26, 2015

OWNER OR AGENT: Villanova University

LOCATION: South side of Lancaster Avenue, east and west sides of S. Ithan Avenue

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Final Land Development

ZONING DISTRICT: I-Institutional/CICD Overlay and CO-Commercial-Office

SUBDIVISION ORDINANCE: Local

PROPOSAL: Develop 31.8 acres with 417,934 sq. ft. of dormitory space, 14,470 sq. ft. of retail space, a 79,400 sq. ft. performing arts center, a 5-story 417,890 sq. ft. garage, a 311 space surface parking lot and pedestrian bridge

UTILITIES: All Public

RECOMMENDATIONS: Approval, contingent upon incorporating the following remarks

STAFF REVIEW BY: Dennis DeRosa



Date: June 18, 2015

File No.: 34-1522-77-83-90-92-94-97-98-99-00-01-02-06-13-15

REMARKS:

PREVIOUS ACTION

At its February 19, meeting, the Delaware County Planning Commission reviewed a preliminary plan to develop 9.5 acres with 417,934 sq. ft. of dormitory space plus 14,470 sq. ft. of retail space. The Commission recommended the applicant should proceed to the preparation of final plans incorporating staff remarks.

CURRENT PROPOSAL

Develop 31.8 acres with 417,934 sq. ft. of dormitory space, 14,470 sq. ft. of retail space, a 79,400 sq. ft. performing arts center, a 5-story 417,890 sq. ft. garage, a 311 space surface parking lot and pedestrian bridge

ZONING COMPLIANCE

COMPREHENSIVE INTEGRATED COLLEGE DEVELOPMENT (CICD)

The PI district was amended in 2014 to include Section 280-68.1, "Comprehensive integrated college development." The CICD is a "floating" overlay that is applied to one section of the PI district that is between 10 and 15 acres, on campuses at least 75 acres in size. The subject area meets the stated criteria for a CICD.

The CICD allows as "subordinate uses" both educational (dormitories, performing arts and structured parking) and retail (convenience store and Bistro) establishments.

Date: June 18, 2015

File No.: 34-1522-77-83-90-92-94-97-98-99-00-01-02-06-13-15

REMARKS (continued):

In terms of the area and bulk requirements of the development, the proposal must meet several requirements for approval:

- Setbacks - The CICD provision requires a 35' setback for buildings along Lancaster Avenue, a 50' setback for the southern border of the parcel adjacent to the NHSL, and a 30' setback for buildings adjacent to all other portions of the property (North Ithan Road and Church Walk). It appears, according to the site plan that all buildings are properly set back from adjacent rights-of-way, as well as adjacent residential properties (100' minimum).
- Building Length and Spacing - The CICD requires buildings and parking structures that are no more than 180', and spacing between buildings of 45'. All proposed buildings are separated by at least 45' and are less than 180' at any single façade (the buildings were designed not to have any long facades without articulation).
- Height - The maximum allowed height for the dormitories is 45', while maximums established for retail space is 38' and 50' for performing arts. Proposed heights appear compliant.
- Building Coverage - The CICD requires that no more than 30% of the site be covered by structures, though it can be increased to 45% with measures taken to preserve open space on other lands owned by the applicant. That is, two square feet of open space dedication is required per one square foot over 30% of building coverage. Since a total building coverage of 35.5% is proposed or 33,106 sq. ft. of building coverage exceeds the 30% established maximum, a total of 66,212 sq. ft. of open space elsewhere on the site is required to be dedicated. The plan notes indicate 87,120 sq. ft. (2-acres) of area is proposed for open space dedication elsewhere on the site (Aldwyn Triangle area).

Date: June 18, 2015

File No.: 34-1522-77-83-90-92-94-97-98-99-00-01-02-06-13-15

REMARKS (continued):

- Impervious Coverage - Because the existing site is a parking lot (near 100% impervious), the proposal must be 10% below the existing coverage, or about 90%. The green spaces and rain gardens in the proposal lower the impervious coverage to well below this threshold, i.e., 69%.

COMPREHENSIVE PLAN

The Township comprehensive plan of 2003 does not contain a standard future land use map, though it makes recommendations for future development. According to this plan, any new development that is adjacent to established neighborhoods should employ "careful buffering," as not to disturb the character of the adjacent neighborhood. The site plan shows that the nearest building to the edge of a nearby residential property is nearly 200', which can be considered substantial for separating the uses.

STORMWATER MANAGEMENT

To control stormwater runoff, the plan shows several detention basins and infiltration basins, as well as "green infrastructure" in the form of rain gardens placed in front of some of the dormitories.

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

SEWAGE FACILITIES

Proposed sewage facilities may require revision of the municipality's Act 537 Sewage Facilities Plan. The municipal Engineer and/or Sewage Enforcement Officer should confirm any necessary Pennsylvania Department of Environmental Protection Planning Module approval prior to the issuance of any building permits.

Date: June 18, 2015

File No.: 34-1522-77-83-90-92-94-97-98-99-00-01-02-06-13-15

REMARKS (continued):

CHURCH WALK

The proposed pedestrian bridge shows a stairway in proximity to the proposed dormitories in order to allow students to conveniently cross Lancaster Avenue to the northern campus. There has been concern the stairway may not be included, as it would conflict with ADA requirements regarding equal access. Removal of the stairway would necessitate pedestrians to travel a prohibitive distance to access the ramp. The University and Township should make every effort to retain the proposed stairway, as to do otherwise will result in a significant reduction in bridge usage.

RECORDING

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



Date: June 9, 2015

To: Radnor Township Planning Commission

From: Roger Phillips, P.E.

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.
Steve Gabriel - Rettew
Suzan Jones – Radnor Township Engineering Department
William Miller – Radnor Township Codes Official
Ray Daly – Radnor Township Codes Official

RE: Villanova University – Lancaster Avenue Housing
Villanova University – Applicant

Date Accepted: June 1, 2015
90 Day Review: August 30, 2015

Gannett Fleming, Inc. has completed a review of the Villanova University Lancaster Avenue Housing Final Plan for compliance with the Radnor Township Code. This Final Plan was reviewed for conformance with Zoning, Subdivision and Land Development, Stormwater Management, and other applicable codes of the Township of Radnor. A review was also completed for the accompanying plans for the West Lancaster Parking Lot, Pike Field Garage, the Performing Arts Center, and the Church Walk Bridge submitted in support of the Lancaster Avenue Housing Land Development. We note that detailed plans have not been submitted for the SAC Parking Garage.

Conditional use approval was granted on November 24, 2014 to permit the development under CICD (decision attached). The applicant is proposing to construct a 1,138 bed student housing facility in six buildings with associated retail space.

The following waivers were approved during preliminary approval:

- §255-27.H – To permit a 30 ft radius curb on the southwest corner of Ithan Avenue and Lancaster Avenue intersection.
- §255-29.A.(12) – To permit 22' entry/exit drives as shown on the Plan.

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



Lancaster Avenue Housing

Plans Prepared By: Nave Newell

Dated: 12/05/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(3)(f)[2] – Mechanical/electrical equipment and trash shall be screened from view. In addition, sound attenuation shall be installed on all equipment to minimize noise pollution at any adjacent residential property line. The applicant has provided a detail of a “wood fence and rolling gate with sound barrier @ service area”. The applicant must clearly label on the plans where this will be located.
2. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The applicant has provided a lighting design book for this project that indicates compliance with the IDA requirements.

II Subdivision and Land Development

1. §255-21.B(1)(j) – A complete outline survey of the property to be subdivide or developed, showing all courses, distances, tie-ins to all adjacent intersections and areas must be provided on the plans.
2. §255-27.H(6) - Minimum curb radii at street intersections shall be 25 feet for local streets; 30 feet for collectors; 35 feet for arterials; and 10 feet for driveways. The applicant received a waiver during preliminary plan approval to provide a 30 foot curb radius at the southwest corner of the Ithan/Lancaster Avenue intersection.
3. §255-29.A.(12) – The width of entrance and exit drives shall be a minimum of 25 feet for two-way use. The entrance exit drive shown on the plan into the proposed parking area behind the student housing from Ithan Avenue is 22 feet. The applicant received a waiver during preliminary plan approval for this requirement.
4. §255-43.1.E(2) – Where, upon agreement with the applicant or developer, it is determined that the dedication of all or any portion of the land area required for park and recreation purposes is not feasible, the applicant or developer shall pay a fee in lieu of dedication of any such land to the Township. The fee for non-residential subdivisions or

land developments shall be \$3,307 per 4,000 square feet of building area. The fee is \$174,408.00 based on 210,957 square feet.

5. §255-54.B. – The central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided.

III Stormwater Management

1. Please provide supporting calculation/documentation for the volumetric storage values reported for infiltration system 201 and 202. §245-27.J requires that the entire storm be placed in the pipe (i.e. the stone bedding around the pipe is not to be included in the volume calculation).
2. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration systems (201 and 202) appear to be located at a depth of 7-7.5 feet.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

IV General Comments

1. The applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increase wastewater disposal generated by the project.
2. There must be 10 feet of horizontal clearance between the sanitary sewer and the storm sewer between MH S12 and MH S10, shown on sheet C4.1.
3. The size of all proposed sanitary sewer laterals must be shown on the plan.
4. A grease trap must be provided for the restaurant located in building 2A. Only the wastewater from food preparation areas and/or kitchen wastes may be routed through the grease trap. Restroom wastes may not be discharged to the grease trap.

5. We note that the number of parking spaces for the entire project has increased from the previous submission. There will be a reduction of 1 parking space in the Nevin Field House parking area along North Ithan Avenue and the addition of 4 parking spaces in the West Lancaster Parking Lots.
6. On Sheet C2.3, the parking tabulation chart for Phase 2 indicates that there will be 4,853 parking spaces provided during construction. The chart lists parking spaces that total 4,873. This must be revised to be consistent.
7. The revised phasing plan provided with the Final plan submission must be replaced in the TIS. The plan provided in the TIS is outdated.
8. The executive summary of the TIS indicates that there will be approximately 20,440 SF of Villanova-centric retail space on either side of Ithan Ave that is targeted to open in 2019. This must be revised to indicate that actual amount of retail space proposed.

West Lancaster Parking

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Stormwater Management

1. The “Volume – One Inch” calculations provided on page 24-26 appears to have some inconsistencies and should be reconciled.
 - a. The rainfall depth “P” is variable for each BMP when a value of 1-inch appears to be required. The applicant must explain/correct as appropriate.
 - b. The applicant must provide supporting calculation/documentation for the volumetric storage and volume credit for Infiltration Systems No. 101, 102, 103, and 104. It is not clear how the applicant arrived at the values report, but it appears that the stone volume is being counted. §245-27.J requires that the entire storm be placed in the pipe (i.e. the stone bedding around the pipe is not to be included in the volume calculation).
2. The applicant must provide a typical section for Infiltration System 3.

3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

II General Comments

1. All existing utility service laterals must be shown on the plans.
2. Sheet 2.1 of the plans indicate that there are 21 Septa parking spaces. The response letter submitted and landscaping plans indicate that there are 20 Septa parking spaces. This must be revised to be consistent.

Pike Field Garage

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Subdivision Land Development

1. §255-54.B. – The central water supply system shall be designed with adequate capacity and appropriately spaced fire hydrants for firefighting purposes pursuant to the specifications of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. The proposed fire access lane is proposed to be grass pavers.

II Stormwater Management

1. §245-22.A.1.(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration systems appear to be located at a depth of 10 to 11.5 feet.
2. §245-27.J – Underground stormwater management systems must be designed to store the two- through one-hundred-year storms within a pipe or other open system that will permit the inspection and maintenance of the system. The entire storm must be placed in the pipe (i.e., the stone bedding around the pipe is not to be included in the volume calculations). The applicant indicates within the report and on the details for the SW BMPs (i.e. Proposed Garage Basin for POI 2B, SW BMPs for POI 3A, etc.) that stone volume below the system is being counted towards the volume control total.

3. The applicant must provide supporting calculation/documentation for the volume value reported on page 52 for “POI-3A - Elevate Low flow Orifice 6” to 411.00”. It is not clear from the report or the plans how this value was determined.
4. It is unclear from the charts provided on page 140-141 of the stormwater report how the tributary drainage area for YD-G3 is accounted for.
5. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Performing Arts Center

Plans Prepared By: Nave Newell

Dated: 03/06/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(3)(g) – Light fixtures shall be shielded to reduce light spillage beyond the property line of the campus; provided, however, that at no point shall any light trespass onto adjacent residential properties or exceed 0.5 footcandles at the residential property line. All proposed exterior site and building-mounted lighting shall meet the International Dark-Sky Association (IDA) full cutoff requirements. The applicant has provided a lighting design book for this project that indicates compliance with the IDA requirements.
2. §280-68.1.D(3)(g) – The photometric layout or plan grid (showing footcandle levels) must be shown on sheet 7.1.

II Stormwater Management

1. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Church Walk and Bridge

Plans Prepared By: Nave Newell

Dated: 03/13/2015 and revised 05/26/2015

I Zoning

1. §280-68.1.D(2)(b) – Setbacks from the ultimate right-of way for major collector streets shall be 60 feet for surface parking lots. The visitors parking lot is less than 60 feet from the proposed right of way line. This is a non-conformity that the applicant intends to continue.
2. §280-69.E(3) – Surface parking areas are classified as a category of use 1. Category 1 uses and structures shall be set back from rear and side property lines by 75 feet. The existing parking area is set back 20 feet. This is a non-conformity that the applicant intends to continue.

II Stormwater Management

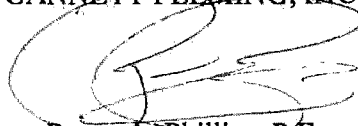
1. §245-22.A.1(a) – Infiltration BMPs must have a minimum depth of 24 inches between the BMP and the top of the limiting zone. At this time the infiltration tests which have been submitted were at a depth of 5 feet, however, the infiltration system appear to be located at a depth of 7.5 feet.
2. The “Volume – One Inch” calculations provided on page 24-26 appears to have some inconsistencies and should be reconciled.
 - a. The rainfall depth “P” is variable for each BMP when a value of 1-inch appears to be required. The applicant must explain/correct as appropriate.
 - b. The applicant must provide supporting calculation/documentation for the volumetric storage and volume credit for Infiltration Systems No.104. It is not clear how the applicant arrived at the value report, but it appears that the stone volume is being counted. §245-27.J requires that the entire storm be placed in the pipe (i.e. the stone bedding around the pipe is not to be included in the volume calculation).
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

We recommend that the plans be revised to address the comments stated above along with comments provided in the review memo from Gilmore and Associates prior to consideration for approval, or conditional approval shall include the applicant addressing the comments to the satisfaction of the Township Engineer.

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

ORDER

AND NOW, this 24th day of November, 2014, after due deliberation and discussion at public hearings, the Radnor Township Board of Commissioners does hereby grant the Conditional Use Application of Villanova University, subject to the following conditions:

1. The applicant shall comply with all other applicable Township Ordinances and shall submit a land development plan pursuant to the Township's Subdivision and Land Development Ordinance prior to the construction of any facilities.

2. That the transportation, roadway and signalization and improvements necessary for the construction have full access to Ithan Avenue from both the Pike Lot Parking Garage and Lancaster Avenue housing parking area with provisions for stop control for both parking accesses to Ithan Avenue and a pedestrian activated signal including the new pedestrian crosswalk be required if approved by PennDOT, unless waived by the Board of Commissioners during the land development process.

3. That during the land development process an event circulation plan be developed to address event parking and traffic circulation with the input of the Radnor Township Police Department and Township traffic engineer outlining procedures, traffic patterns, parking configurations and way finding techniques for the various sporting and other events held at the University. Upon development of the event circulation plan, Villanova shall be responsible for constructing and/or installing such signs, structures, or other directional aids necessary to implement the event circulation plan.

4. That Villanova University contributes the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) towards the design, approval and installation of a traffic adaptive signal system that would incorporate the following signalized intersections along Lancaster Avenue:

- a. Sproul Road/Spring Mill Road; Aldwyn Lane/ Kenilworth Street
- b. Church Walk
- c. Ithan Avenue
- d. Lowrys Lane
- e. Airdale Road
- f. County Line Road

5. That during the land development process an emergency evacuation plan for the new student housing be developed.

6. That appropriate fencing be provided on both the north and south sides of Lancaster Avenue in the area of the church walk pedestrian bridge in an effort to restrict pedestrian traffic from accessing the campus. A gate shall be provided for vehicular and pedestrian access during church events if approved by the Board of Commissioners during the land development approval process.

7. That the University preserve the entire area known as the Aldwyn Triangle and restrict it as open space except for that portion of the area necessary to provide pedestrian activity and handicap accessibility improvements for the adjacent SEPTA rail line.

8. That a landscape and buffer plan be developed to comply with Section 280-68.1.D. (3)(b) of the Zoning Ordinance.

9. That Villanova seek permission from PECO to plant screening on the south side of the PECO R-100 line to visually screen the SEPTA bridge from the adjacent residential neighbors. Provided that the applicant receives permission, Villanova shall provide an installation and maintenance plan of the vegetation necessary for this screening during land development.

10. Villanova shall provide Radnor Township a list of contractors, subcontractors and vendors and their addresses within twenty (20) days of the execution of any contracts by Villanova in connection with the development and/or construction of the proposed project. The purpose of this list is to permit the Township to audit for required business privilege/mercantile taxes.

11. During the land development process, the Applicant shall use its best efforts to develop and construct stormwater management facilities, including green infrastructure practices and components that meet or exceed infiltration or retention requirements as currently required by the Radnor Township Stormwater Management Ordinance. The Applicant shall conduct soil testing as necessary to determine whether the site can accommodate volume management in excess of 1-inch of run-off from all impervious surfaces resulting from the project. If soil testing indicates that it is possible to provide volume management in excess of 1-inch of run-off, the Applicant shall construct such necessary stormwater facilities on the site to accommodate this increased volume.

12. The Applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increased waste water disposal generated by the project.

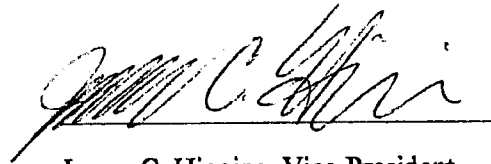
13. The Applicant shall develop a traffic plan during the land development process delineating the paths by which the existing population of commuting and part-time students will be directed to and from parking for each phase of the construction.

14. The Applicant shall permit parishioners to park, on a space available basis, on the north side of Lancaster Avenue on existing Villanova property adjacent to the church for church related events.

15. The Applicant shall maintain a pedestrian crosswalk from the proposed project site to the existing church at the present church walk location if approved by Penn Dot.

16. The Applicant shall insure that no amplified music or other excessive noise shall emanate from any of the south facing dormitories. During the land development process, the Township and applicant shall establish a permissible sound level at the property boundary of the the Aldwyn Lane residential uses.

17. The Applicant's land development plans shall be in substantial conformity with the Conditional use plans dated May 2, 2014 as amended during the hearings.



James C. Higgins, Vice-President

Radnor Township Board of Commissioners

Date of mailing _____



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: June 10, 2015

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

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

cc: Kevin Kochanski, ASLA, R.L.A., Director of Community Development
Roger Phillips, P.E., Senior Project Manager, Gannett Fleming, Inc.
Steve Gabriel, PP, RETTEW
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

Reference: Villanova University – Lancaster Avenue Redevelopment
Final Land Development Review #1
Radnor Township, Delaware County, PA

G&A 12-04054

Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

I. BACKGROUND

The applicant, Villanova University, intends to develop/redevelop several parcels located along Lancaster Avenue, southeast and southwest of the Ithan Avenue intersection, in Radnor Township, Delaware County. The project includes construction of student housing (1,135 bed apartment-style residence halls), retail shops (University Bookstore, bistro and small convenience store, size to be determined) along with 147 surface parking spaces to be located on the southwest corner of Lancaster Avenue and Ithan Avenue. In addition, the project includes construction of a Performing Arts Center (with 500 – 650 total seats in two theaters) and a multilevel parking structure (1,293 spaces) to be located on the southeast corner of Lancaster Avenue and Ithan Avenue. Villanova University intends to eliminate many of the existing driveway accesses located on the south side of Lancaster Avenue, west of Ithan Avenue and construct a shared surface parking lot to the rear of the existing university buildings along the south side of Lancaster Avenue. The Church Walk access and associated signalization will be relocated west of the present location and a new right in driveway will be constructed west of Church Walk. The applicant also intends to construct a pedestrian walkway over Lancaster Avenue at the present Church Walk access location.

BUILDING ON A FOUNDATION OF EXCELLENCE

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

www.gilmore-assoc.com

II. DOCUMENTS REVIEWED

1. Final Land Development Submission for West Lancaster Parking, consisting of 32 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
2. Final Land Development Submission for Church Walk and Bridge, consisting of 20 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 13, 2015 last revised May 26, 2015.
3. Final Land Development Submission for Pike Field Garage, consisting of 37 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
4. Final Land Development Submission for Lancaster Avenue Housing, consisting of 41 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated December 5, 2014, last revised May 26, 2015.
5. Final Land Development Submission for Performing Arts Center, consisting of 19 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015, last revised May 26, 2015.
6. Pedestrian Parking & Traffic Plan, consisting of 5 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
7. Event Traffic Circulation Plan, consisting of 4 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
8. Response Letter, prepared for Villanova University, prepared by Nave Newell, Inc., dated May 26, 2015.
9. Transportation Impact Study dated May 25, 2015 prepared by F. Tavani Associates, Inc.
10. Response Letter dated May 25, 2015 prepared by F. Tavani Associates, Inc.

III. CONSTRUCTION PHASING

The applicant has identified the following construction phasing Sheet 7 of 41(C2.3) *Project Phasing Plan* of the Lancaster Avenue Plan set.

1. During all Construction phasing, pedestrian facilities must be provided including along Lancaster Avenue and Ithan Avenue.
2. Phase 1 Improvements
 - i. St. Augustines Center Garage Expansion
 - ii. Improvements to the West Lancaster Parking facilities
 - iii. Ingress from Lancaster Avenue at existing driveways
 - iv. Egress to Lancaster Avenue at signal at the existing Church Walk driveway
 - v. Closure of Pike Lot surface parking field

Comment: Pedestrian movement is unimpeded during this phase.

3. Phase 2 Improvements (includes Highway Occupancy Permitting)
 - i. Construction of the Pike Field Parking Garage
 - ii. Temporary improvements to Pike Lot surface lot at the site of the future Performing Arts Center – PAC
 - iii. Construction of the Pedestrian Bridge over Lancaster Avenue
 - iv. Improvements to visitor lot, west of existing Church Walk

v. Lancaster Avenue and Ithan Avenue improvements

Comment: During the Phase 2 construction, a temporary walkway for the SEPTA Facility/South Campus student walkers is required. In addition, the pedestrian facilities and crosswalks at Lancaster Avenue and Ithan Avenue must be provided.

4. Phase 3 Improvements

- i. Construction of Student Housing Complexes 1 and 2
- ii. Continued use of Pike Lot surface lot at the site of the future Performing Arts Center – PAC

Comment: Pedestrian movement is unimpeded during this phase.

5. Phase 4 Improvements (Upon availability of funding)

- i. Elimination of Pike Lot surface lot
- ii. Construction of Performing Arts Center

Comment: Pedestrian movement is unimpeded during this phase.

IV. REQUESTED WAIVERS

1. §255-27.H – The applicant has been granted a waiver to permit a 30ft. curb radii for the curb on the southwest corner of Ithan Avenue and Lancaster Avenue.

V. GENERAL COMMENTS

1. Depending on the outcome for the preliminary/final approval for the proposed lot consolidation for the West Lancaster Avenue plan (dated 4/9/2015), the following comments may apply to the proposed improvements for the West Lancaster Parking Plan:
 - i. §255-29.A(1) – Parking aisle widths shall be a minimum of 18' for one-way aisles. The aisle between Stone and Farrell Hall is less than 18 feet and appears to include two-way vehicular movement.
 - ii. §255-29.A(15) All dead-end parking areas shall be designed to provide sufficient backup area for end stalls in the parking area located south of Farrell Hall.
 - iii. §255-29.A(21) – Concrete curbing is required along the perimeter of the parking areas in the area south of Farrell Hall.
2. Provide detectible warning surfaces for all pedestrian curb ramps.
3. Structural drawings for the pedestrian bridge and ramp should be provided for Township review.
4. Americans with Disabilities Act Accessibility Guidelines (ADAAG) comments:

- i. §4.1.1.(1) and (4) – During construction, ADA accessible facilities must be maintained or temporary facilities provided for all existing pedestrian routes onsite and along Lancaster Avenue and Ithan Avenue.
 - ii. §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Several locations require an ADA accessible route as follows:
 - a. Provide an elevator or an additional ramp for access to the Pedestrian Bridge near the proposed staircase located adjacent to the Lancaster Avenue sidewalk or eliminate the staircase from the design.
 - b. Eliminate the proposed steps/risers between Geraghty and Griffin Hall.
 - c. Eliminate the proposed steps/risers between the Farrell Hall surface lot and the pedestrian route to Geraghty Hall. Include a curb ramp from the sidewalk to cross the proposed driveway access.
 - iii. §4.6.2 – Accessible parking spaces shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. Each building should include a minimum of one accessible parking space.
 - iv. §4.9.4 – Handrails shall be included and continuous along both sides of stairs and ramps. Additional detail must be provided to verify handrails are included in the design.
5. Consider including phasing numbers in the title of all plan sets to clarify the progression of work.
 6. Traffic calming elements should be discussed with nearby affected neighborhoods, particularly residents on Aldwyn Lane.
 7. Revise the sidewalk easement along the site frontage to include the full width of the sidewalk and the seating wall area.
 8. Final Land Development Requirements:
 - i. For plan clarity, provide a separate Pavement Marking and Signage Plan (PMSP). On the PSMP include final pavement markings and signage and exclude any existing pavement markings and signage that will be eradicated.
 - ii. Provide traffic signal construction and permit plans for both signalized intersections along with the construction and permit plans for the two proposed pedestrian-activated Rectangular Rapid Flashing Beacons (RRFB) on Ithan Avenue. The applicant has indicated these plans will be provided with the Highway Occupancy Permit application.
 - iii. Identify the design details for all proposed curb ramps. Provide PennDOT CS-4401 forms for all proposed curb ramps.
 9. Revise all stop bars locations to a minimum of 4 feet from any pedestrian crosswalk.

VI. WEST LANCASTER AVENUE (WLA) PARKING PLAN COMMENTS

1. Sheet 5 of 32 (C2.1):
 - i. Eliminate the proposed steps/risers along the sidewalk located between Geraghty and Griffin Hall to meet current ADA accessibility requirements.
 - ii. Provide an ADA compliant curb ramp at the proposed curb adjacent to the existing sidewalk near Farrell Hall.
 - iii. Provide curb ramps for the revised Emergency Access to Lancaster Avenue.
 - iv. Clarify the intended use of the gore striping near the Farrell Hall building. If this is intended to be used as a loading area or restricted parking, include signage and pavement markings as needed.
 - v. Include an accessible pedestrian route from the Farrell Hall surface lots that crosses the new right in/right out driveway, and replace the stairway/risers with a ramp. Include a sidewalk parallel to the Farrell Hall driveway access to eliminate the need for pedestrians to walk in the active driveway.
 - vi. Straighten the skewed walking route proposed for the right in/right out access to Lancaster Avenue to a more direct route. It is unlikely pedestrians will follow the current design.
2. Sheet 6 of 32 (C2.2):
 - i. Revise the phasing for the construction of the fence across Church Walk to a later phase (Phase 2B). The existing Church Walk driveway will need to be fully operational during Phases 1 and 2A and the proposed fence extends across a portion of the driveway.
 - ii. Revise the phasing for the construction of the fence on the north side of Lancaster Avenue, to follow the completion of the Pedestrian Bridge. The Church Walk Pedestrian Access/or the proposed temporary pedestrian route must remain accessible during the WLA construction.
3. Provide direct ADA access from the WLA Visitor Parking lot to the sidewalk adjacent to Lancaster Avenue. Include an ADA ramp that runs parallel to the sidewalk in place of one set of the proposed stairs.
4. Eliminate the three parking spaces adjacent to the railroad tracks in the middle of the new Church Walk intersection to reduce potential conflicts with moving traffic at the intersection.
5. Provide a 4" yellow line instead of a 4" white line perpendicular to the stop bar at the new Church Walk intersection near the railroad tracks.

VII. CHURCH WALK PLAN

1. Provide a construction narrative within the plan set. The new Church Walk access to Lancaster Avenue must be fully operational (fully constructed and signalized) prior to construction of the Pedestrian Bridge.

2. Sheet 4 of 20 (C2.1): Include a Stop Sign (R1-1) for the WLA visitor lot exit.
3. Sheet 6 of 20 (C4.1): Church Walk and Lancaster Avenue
 - i. Provide the proper lane use control signage for each approach to the intersection.
 - ii. Extend the stop bar on the eastbound approach to the edge of the curb line.
 - iii. Refer to PennDOT Publication 111 *Traffic Control Pavement Markings and Signing Standards, TC-8600 Pavement Markings* for the following corrections:
 - a. Revise the 4" broken white line to a 6" solid white line for distance of 150' measured from the stop bar, on the east and westbound approaches to the intersection.
 - b. The ARROW/ONLY templates should be located 60' from the stop bar.
 - iv. ADAAG §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Provide an elevator or an additional ramp for access to the Pedestrian Bridge near the proposed staircase located adjacent to the Lancaster Avenue sidewalk or eliminate the staircase closest to Lancaster Avenue from the design.
 - v. We recommend the applicant provide additional accessible parking spaces near the ramp to the Pedestrian Bridge. The applicant has only provided one space near the Pedestrian Bridge.

VIII. PIKE GARAGE PLAN COMMENTS

1. Sheet 7 of 37 (C2.2):
 - i. ADAAG §4.3.2(1) – An accessible route shall, to the maximum extent feasible, coincide with the route for the general public. Replace the proposed staircase from the sidewalk to the multipurpose athletic field with an accessible route.
 - ii. Provide an accessible route from the handicapped parking spaces located in the northwest corner of the Pike Field surface lot to the Lancaster Avenue and Ithan Avenue intersection
 - iii. Include an accessible curb ramp for the pedestrian crosswalk receiving ramp located on the northeast corner of Lancaster and Ithan Avenue.
 - iv. Revise the location of the arrow leader for the CURB RAMP TYPE 1 on the southeast corner of Lancaster and Ithan Avenue intersection. It appears to point to the sidewalk.
 - v. The applicant has extended the southbound Ithan Avenue left turn lane width to a full width length of 175' with a 100' taper. Please include truck turning templates to ensure proper placement of stop bars on both Lancaster Avenue and Ithan Avenue; adjust the locations as need to accommodate truck turns. It is likely the Lancaster Avenue westbound left turn stop bar will need to be adjusted.

- vi. The plans include a midblock pedestrian crosswalk on Ithan Avenue, between Bartley Hall and Jake Nevin Field House, north of Lancaster Avenue.
 - a. The 2009 MUTCD Section 3B.18 indicates that an engineering and traffic study should be performed before crosswalks are installed at a location away from a signalized intersection or a stop controlled intersection.
 - b. Revise the plan to include a sight distance analysis and include the analysis on the plans.
 - c. Include a PEDESTRIAN warning sign (W11-2) sign along with a DIAGONAL DOWNWARD POINTING ARROW plaque (W16-7P) for both approaches to the midblock crosswalk.
 - d. Include detectible warning surfaces and accessible curb ramps for any pedestrian crossings.
 - e. Consider including a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) at the proposed mid-block crossing.
2. Sheet 8 of 37 (C2.3):
 - i. Revise the curb radii on the southwest corner of Ithan Avenue and Lancaster Avenue to provide a minimum 30ft. curb radii.
 - ii. Eliminate the stop bar on the southbound approach of Ithan Avenue at the proposed LAH/Pike Garage accesses.
 - iii. Relocate the proposed stop bar from the Pike Garage access to Ithan Avenue a minimum of 4 ' from the pedestrian crosswalk.
 - iv. It is unclear how the "Main Lot" access to Ithan Avenue was altered from the existing two separate driveways (one ingress and one egress to Ithan Avenue) to the proposed 25' wide full access to Ithan Avenue. Provide additional details and revise the plans as necessary. The proposed access location appears to be centered on the transition for the back to back left turn lanes on Ithan Avenue and will introduce turning conflicts that should be avoided.
3. Construction for the pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) at the Pike Garage is planned to coincide with the construction of the Pike Garage; however, the signal should remain hooded until after the LAH improvements are constructed and the pedestrian crosswalk is fully constructed during the LAH improvements.
4. Provide a KEEP RIGHT sign (R4-7) and OBJECT MARKER (OM1-3) on each end of the driveway median at Lancaster Avenue.

IX. LANCASTER AVENUE HOUSING PLAN COMMENTS

1. Sheet 6 of 41 (C2.2)
 - i. The plan identifies two pedestrian-activated Rectangular Rapid Flashing Beacons (RRFB) for the midblock pedestrian crossings on Ithan Avenue near both the South Campus dormitories and Aldwyn Triangle, and the LAH and Pike

Garage accesses; Flashing Warning Beacon permits and construction plans are required for both locations. The applicant has indicated plans will be provided along with the Highway Occupancy Permit application.

- ii. Eliminate the stop bar on southbound Ithan Avenue at the proposed LAH/PAC driveways.
 - iii. Verify sight distance is available for the proposed crosswalks on Ithan Avenue and include a note on the plan indicating the existing and required sight distance for both pedestrian crosswalks.
2. Sheet 9 (C2.5): Revise the Lancaster Avenue median gore at Church Walk in Exhibit 4 to accommodate the left-turn exits from Church Walk.
 3. The applicant may want to consider designating short term parking for spaces located near the proposed retail space in the LAH parking area to encourage parking turnover.
 4. Relocate bus stops along eastbound Lancaster Avenue to align with the future proposed pedestrian access. Include the relocated bus stops on the proposed plan.
 5. Provide ADA compliant curb ramps for the SEPTA station including access to the platform and the pedestrian bridge ramp area.

X. PERFORMING ARTS CENTER PLAN

No transportation comments.

XI. LANCASTER AVENUE HOUSING PEDESTRIAN PARKING & TRAFFIC PLAN

1. Phase 1: Phase 1 improvements may require signal timing modifications at the Church Walk intersection due to the redistribution of traffic from Ithan Avenue to the Church Walk signal. In addition, a Highway Occupancy Permit will be required to eliminate and construct driveway accesses along Lancaster Avenue.
2. Phase 2A: Revise the new temporary walkway to extend to the existing walkway.
3. Phase 2B: The proposed temporary pedestrian route for Phase 2B appears to utilize an unimproved surface along a grassy hill. The pedestrian route surface must be a stable, firm, slip-resistant surface and free of any tripping hazards. Provide additional detail on the Phase 2B pedestrian route in future submissions.

XII. EVENT CIRCULATION PLAN

1. The Radnor Police Department should review the Event Traffic Circulation Plan.
2. Refer to the Manual of Uniform Traffic Control Devices (MUTCD) 2009 (Chapter 2L *Changeable Message Signs*) and PennDOT Publication 646 *Intelligent*

Transportation Systems Design Guide and verify the DMS sign placement/location based on the reading and decision zone, number of lines, character length and height is adequate for roadway conditions. Although the applicant has indicated the designer will refer to MUTCD 2009; the plans should be reviewed by the Township,

3. For ease of recognition and memory retainage, the applicant should consider reducing the message length and eliminate parking structure names in favor of structure and sign colors.

XIII. TRAFFIC IMPACT STUDY

We have no additional comments.



May 26, 2015

VIA HAND DELIVERY

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

**Reference: Villanova University – Lancaster Avenue Housing
Final Land Development
Nave Newell No. 2011-005.00**

Dear Mr. Norcini:

On behalf of Villanova University we are submitting for Final Land Development review and approval responding to comments from Township consultants, Township staff, the Planning Commission and the conditions of Preliminary Approval and respectfully request to be placed on the Planning Commission's agenda. The quantities enclosed are listed after each item:

1. Notarized Final Plan Sets, last revised May 26, 2015 (3);
2. Reduced Size copies of Final Plan Sets (11X17), last revised May 26, 2015 (25);
3. Storm Water Management Report and Site Drainage Calculations last revised May 26, 2015 (2);
4. Event and Circulations Plans, prepared by Villanova (25);
5. Pedestrian Parking and Traffic Circulations Plans, prepared by Villanova (25);
6. Evacuation Plan, prepared by Villanova (25);
7. Pike Parking Garage Design Plans, prepared by Harman Group (2);
8. Approved Softball Field Grading Permit and Drawing prepared by AEC (2);
9. PECO letter related to supplemental planting within their Right-of-Way (2);
10. Villanova Site Lighting Design Book, prepared by O'Donohoe and Rose (1);
11. Radnor Township Land Development Application (1);
12. Delaware County Application for Act 247 Review (1);
13. Check No. 16141536 in the amount of \$15,000.00 and check No. 16141537 in the amount of \$5,350.00 made payable to Radnor Township for the Land Development escrow and review fee (1 each);
14. Check No. 16141538 in the amount of \$12,650.00 made payable to Treasurer of Delaware County for the Act 247 review fee (1);
15. Transportation Impact Study prepared by F. Tavani and Associates (2).
16. Thumb drives with electronic copies of above noted submission documents (25).

We are in receipt of the review letters from the Township Engineer, dated May 4, 2015; Township Traffic Engineer, dated May 5, 2015; and Township Planner, dated May 4, 2015; and offer the following responses in corresponding order:

Stephen Norcini, P.E. - Radnor Township
Nave Newell No. 2011-005.00
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Township Engineer Review (May 4, 2015) [Exhibit A of Preliminary Approval]

I. Zoning

1. We have revised the Zoning Tables on all the Sheets C2.0 to provide the individual building areas (which total the 4.9 Ac. noted on the plans).
2. We have revised the Zoning Table to correct the typo.
3. The existing parking lots, exclusive of Ithan Avenue Right-of-Way, contain 10.8 Acres of impervious. Then Net Lot Area is 11.71 Acres. 10.8/11.71 is the 92% existing coverage. We have revised the Zoning Table and calculations to clarify that the Main Parking lot (exclusive of R/W) is 6.8 Acres of impervious and the Pike Parking lot (exclusive of R/W) is 4.0 Acres of impervious.
4. We have provided revised lighting plans and a lighting design book to verify the IDA compliance, where required.
5. We have revised the lighting fixture schedule on the lighting plans to include a column detailing the overall height of each fixture.
6. No response necessary.

II. Subdivision and Land Development

1. We have revised the Composite Site Plan to label the zoning boundaries.
2. We have revised the southwest corner of Ithan Avenue and Lancaster Avenue to be in compliance with the waiver granted as part of Preliminary Approval to allow a 30 ft radius and a 10 degree angle to the curb line.
3. No revision to the plans is necessary due to the waiver granted during Preliminary Approval.
4. The applicant will be paying the fee in lieu, as required by Preliminary Approval.
5. The applicant will be paying the fee in lieu, as required by Preliminary Approval.
6. We await formal comments from the Fire Marshal's review of the submitted documents, which are based on direction provided by the Fire Marshal during their preliminary review.

III. Stormwater Management

1. We have corrected the typo to list 6,216 SF in all locations.

IV. General Comments

1. Villanova University is working with the Township to resolve sewer service and Act 537 approvals for this development.
2. We have revised the plans to provide a detail for the gate enclosure that will be used to provide both visual and acoustic buffering for the Building 1C loading dock.

Stephen Norcini, P.E. - Radnor Township
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West Lancaster Parking

V. Zoning

1. No response necessary.

VI. Subdivision and Land Development

1. We have revised the Landscape schedule to resolve the discrepancy to base the calculations on 290 parking spaces, which excludes the 22 parking stalls at Stone and Farrell Halls that are outside the project limits and not subject to the landscape requirements, but includes the 20 parking spaces being provided for SEPTA parking which are not included in our Zoning charts ($244+48+20-22=290$).
2. We have revised the design of the parking area to have the required back-up area.

VII. Stormwater Management

1. We have revised the Stormwater management report to correct the typo to list 47,326 SF as the overall drainage area.
2. We have revised the volume calculations to clarify the soil storage volume that is used in the volume calculations but not the peak rate calculations, which addresses inconsistencies noted in the review letter.
3. We have revised the Stormwater Narrative to include information on the drainage area to each BMP.
4. We have revised the Post-Development Drainage Plan to include a chart providing the requested information.
5. We have revised the storm drainage charts to include the "off-site" PennDOT inlets.
6. We have revised the Stormwater narrative and report to address the Church Walk improvements which are part of POI 1.
7. We have revised the plans to include the requested note.

Pike Field Garage

VIII. Zoning

1. We have provided revised lighting plans and a lighting design book to verify the IDA compliance, where required.
2. We have provided detailed garage plans that dimension the parking stall sizes, for review.
3. We have provided copies of the grading permit and plan from 2006 which verifies the slope between the parking lot and the softball field was created under a grading permit and therefore not a regulated slope.

IX. Subdivision and Land Development

1. We await formal comments from the Fire Marshal's review of the submitted documents. We have also revised the plans to note "The Property Owner shall maintain fire lane



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accessibility after snow events by utilizing snow plow skids to preserve the grass pavers while also limiting snow accumulation within the limits of the fire lane to a maximum of 3 inches".

X. Stormwater Management

1. We have revised the Stormwater Narrative to include information on the drainage area to each BMP.
2. We have revised the Post-Development Drainage Plan to include a chart providing the requested information.
3. We have revised the Stormwater Report to include additional information related to the drainage areas.
4. The conveyance into the POI 2B system is directly via a roof drain from the garage and conveyance sizing will be prepared by the MEP during plumbing design. Therefore, no conveyance sizing calculations have been provided for this drainage area, but the flow is accounted for the post-development drainage area.
5. We have provided additional information in the Stormwater Management Report and corrected the typo to list elevation 414.50 not 411.50.
6. We have revised the Stormwater Management Report to clarify this item.
7. We have revised the plans to include a detail of the existing Pike Field system.
8. We have revised the Stormwater Management Report to clarify this item.
9. We have revised the plans to include the requested note.

XI. General

1. We await formal comments from the Fire Marshal's review of the submitted documents.
2. We have provided the detailed parking structure plans.

Performing Arts Center

XII. Zoning

1. We have verified the plans dimension the spacing of 30ft between the PAC and the Pike Garage.
2. We have revised the PAC drawings to include details of the dumpster enclosures.
3. We have provided revised lighting plans and a lighting design book to verify the IDA compliance, where required.

XIII. Stormwater Management

1. We have revised the Stormwater Narrative to include information on the drainage area to each BMP.
2. We have revised the Post-Development Drainage Plan to include a chart providing the requested information.

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3. The noted inlets have a direct connection to the system that does not require conveyance sizing calculations but have been provided in the Post Development Drainage areas to the PAC detention system
4. We have revised the plans to include the requested note.

Church Walk and Bridge

I. Zoning

1. No response necessary.
2. No response necessary.
3. We have revised the plans to depict the areas of steep slopes. The plaza widening is permitted in the area of steep slopes since it is widening of an existing driveway with no alternative alignment.

II. Subdivision and Land Development

1. We have provided lighting design plans that verify that no direct rays fall upon neighboring property nor are any high-brightness surfaces visible from neighboring residential properties.
2. We have revised the Site Plans to depict the sidewalk easement proposed.

III. Stormwater Management

1. We have revised POI 1 of the Stormwater Management Report to address the improvements at Church Walk and Bridge.
2. We have revised the Stormwater Narrative to include information on the drainage area to each BMP.
3. We have revised the Post-Development Drainage Plan to include a chart providing the requested information.

Township Traffic Engineer Review (May 5, 2015)

XIV. Construction Phasing

1. We will provide signal timing modifications, if necessary, during the PennDOT HOP Permitting process.

XV. Requested Waivers

1. We have revised the design to be in accordance with the waiver granted during Preliminary Approval.

XVI. General Comments

1. We have revised the plans to provide the requested sidewalk easement.
2. No response necessary.
3. We have revised the Final Land Development Plans to include:



Stephen Norcini, P.E. - Radnor Township
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Page 6

- i. We have provided information on Pavement Markings and Signage on the Site Plans.
 - ii. The Applicant will include the required signal construction and permit plans with the PennDOT Applications.
4. We have revised the stop bars to provide a minimum of 4 ft from any crosswalk.

XVII. Lancaster Avenue Housing Plan Comments

1. We have revised Sheet C2.2:
 - i. The Applicant will include the required signal construction and permit plans with the PennDOT Applications.
 - ii. No response necessary.
 - iii. We have verified the drawings do to depict any stop bars along Ithan Avenue. We have revised the plans to include sight line profiles for the proposed crosswalks and have dimensioned all sidewalks along Ithan Ave.
2. We have provided ADA ramp labels specifying the type of ADA ramp required and the necessary PennDOT construction details in addition to detailed spot elevations on the grading plans.
3. We have verified the Truck Turning Plan includes the requested movement.
4. We have revised the Truck Turning Plans to include the requested movements.
5. We have revised the plans to include a note prohibiting the noted movements.
6. We have revised the plans to include signage requiring the WB-40 modified to turn from the right lane.
7. No response necessary.

XVIII. West Lancaster Parking Comments

1. We have revised the plans to clarify this feature as a gate and have provided the requested note.
2. We have revised the ADA parking throughout WLA to locate more parking adjacent to the sidewalk near Moriarty Hall.
3. We have revised the plans to depict the required fencing on the North side of Lancaster Avenue.
4. We have revised the Truck Turning Plan to depict the dual SU-30 movement.

XIX. Church Walk Plan

1. We have revised the plans to include internal stop bars and pavement marking information.

XX. Pike Field Garage Plan Comments

1. We have revised the limits of the mountable island to eliminate the SU-30 conflict.
2. We have revised the truck turning plan to depict the SU-30 right turn.
3. No response necessary.



Stephen Norcini, P.E. - Radnor Township
Nave Newell No. 2011-005.00
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XXI. Performing Arts Center Plan

XXII. Lancaster Avenue Housing Pedestrian Parking & Traffic Plan

1. We have revised the plans to include North Arrows and Roadway labels.
2. We have revised the drawings to separate Phases 2A and 2B.

XXIII. Event Circulation Plan

1. We await formal comments from Radnor Police on the submitted documents.
2. The Applicant's signage designer will refer to MUTCD 2009.
3. We have revised the Sign Messages as requested.

Township Planner Review (May 4, 2015)

Zoning

1. An Elevation View of the entire length of WLA Parking and the Housing project has been provided.
2. No response necessary.
3. We have revised the plans to include a note requiring the supplemental plantings along the Barley Cone neighbors. A supplemental landscape plan will be provided by the Applicant under separate cover at a later date.
4. We have provided a lighting design package that includes all required lighting information relative to light levels and IDA compliance.
5. We have revised the plans to include details on the loading docks with information related to the sound buffering methods.
6. We have revised the fence layout to avoid the encroachment into the Right of Way.
7. Comment excluded during Preliminary Approval.

Phasing and Pedestrian Parking and Traffic Plan

1. No response necessary.
2. No response necessary.
3. No response necessary.

Church Walk and Bridge

1. We have revised the drawings to clarify the phasing on the landscape installation.
2. We have revised the Aldwyn Triangle background to depict the proper preservation area.
3. We have revised the ADA parking within West Lancaster Parking provide additional parking within the Visitor Lot and the Lot adjacent to Moriarty.
4. The Board of Commissioners reviewed the pedestrian access in this area and determined a sidewalk is not warranted or required.



Stephen Norcini, P.E. - Radnor Township
Nave Newell No. 2011-005.00
May 26, 2015
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Please feel free to contact me at (610)265-8323 or via email at atweedie@navenewell.net if you should have any questions or need additional information.

Respectfully submitted,

A handwritten signature in black ink that reads 'D. Alexander Tweedie'. The signature is written in a cursive, flowing style.

D. Alexander Tweedie, PE

DAT/jjh
Enclosures

cc via email: Roger Phillips, PE - Gannett Fleming
Amy Kaminski, PE - Gilmore Assoc.
Steve Gabriel, PP - RETTEW
Marilou Smith, LEED - Villanova University
Steve Hildebrand, PE - Villanova University
John Cluver, AIA, LEED AP - Voith & MacTavish Architects, LLP
Dan Chieco, RLA - Sikora Wells Appel
Nick Caniglia, Esq. - Pierce, Caniglia and Taylor

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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 Application No. 2014-D-07
(Twp. Use)

Fee \$5,350.00 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 X Surveyor _____
Gregory C. Newell, P.E.

Name Nave Newell, Inc.

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

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

Email gnewell@navenewell.net

Area of property 240 ac. Area of disturbance 13.81 ac.

Number of proposed buildings 7 Proposed use of property CICD / Student Housing /
Performing Arts Center

Number of proposed lots 1 (existing campus)

Plan Status: Sketch Plan _____ Preliminary _____ Final X Revised _____

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

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

N/A

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 Lancaster Avenue Housing

Municipality Radnor Township

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm Nave Newell, Inc. Phone 810-285-8323

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 type="checkbox"/> Public Sewerage	<input checked="" type="checkbox"/> Public Sewerage	
<input checked="" type="checkbox"/> Land Development	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Wetlands
<input type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input 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 P1

Tax Map # 38 / 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

Proposed Use = construction of 1,138 bed student housing in six buildings with associated retail space and a performing arts center under CIGD use of P1 Zoning with associated structured and surface parking.

Total Site Area 13.81 Acres
Size of All Existing Buildings 0 Square Feet
Size of All Proposed Buildings 497,334 Square Feet
Size of Buildings to be Demolished 0 Square Feet

Robert Marro, Assoc. Vice President of Facilities Mgt.

Print Developer's Name
Villanova University

RWM
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 #

34-1522-77-83-90-92-94-97-98
99-00-01-02-06-13-15

Roger A. Phillips, PE, Township Engineer
Print Name and Title of Designated Municipal Official

610-650-8101
Phone Number

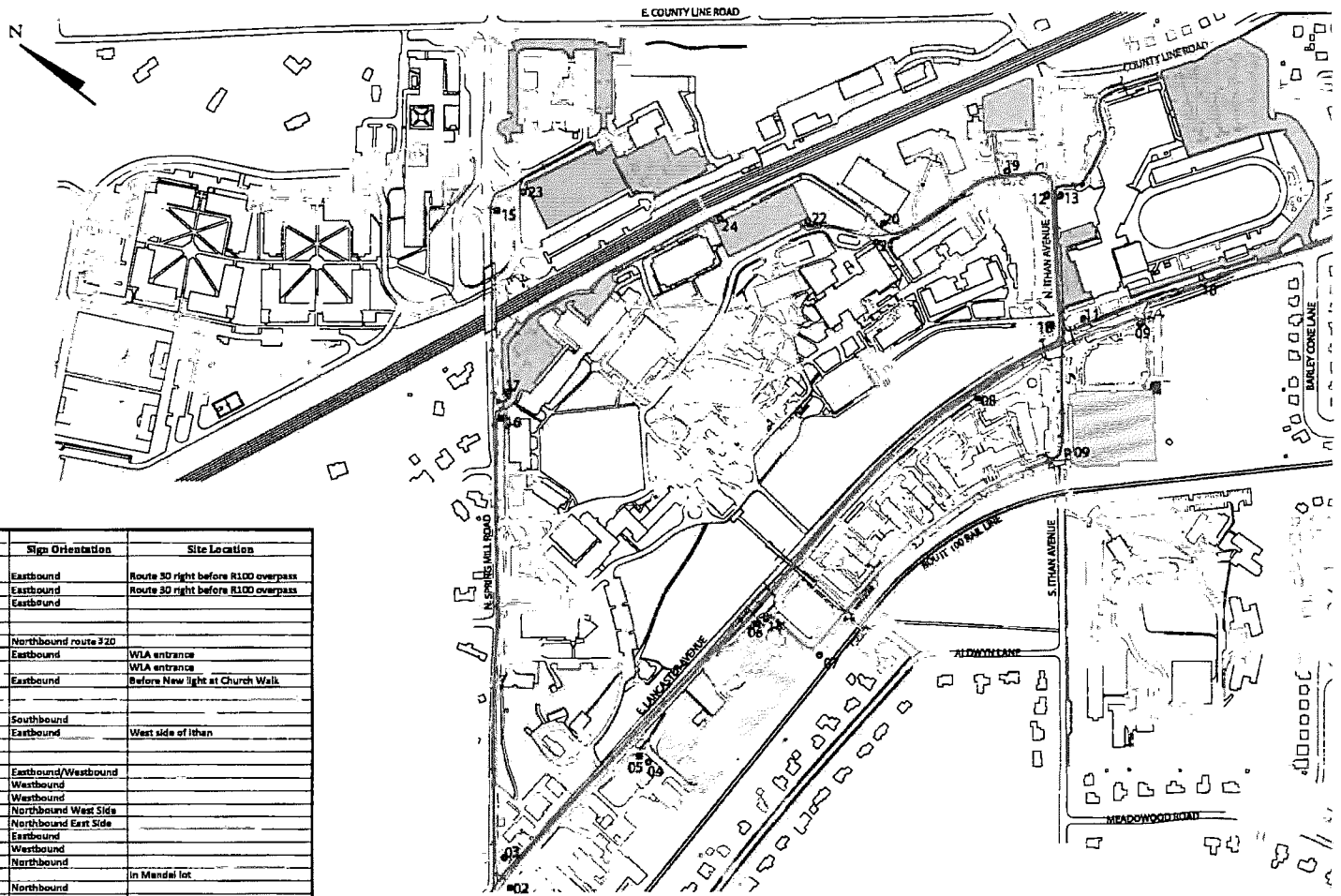
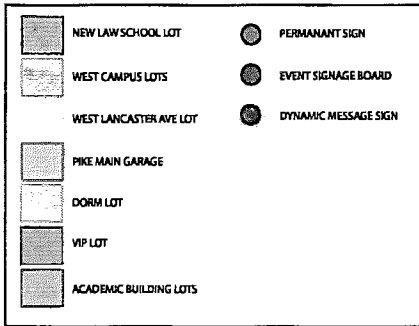
[Signature]
Official's Signature

6/4/2015
Date

FOR DCPD USE ONLY

Review Fee: Check # _____ Amount \$ _____ Date Received _____

Applications with original signatures must be submitted to DCPD.

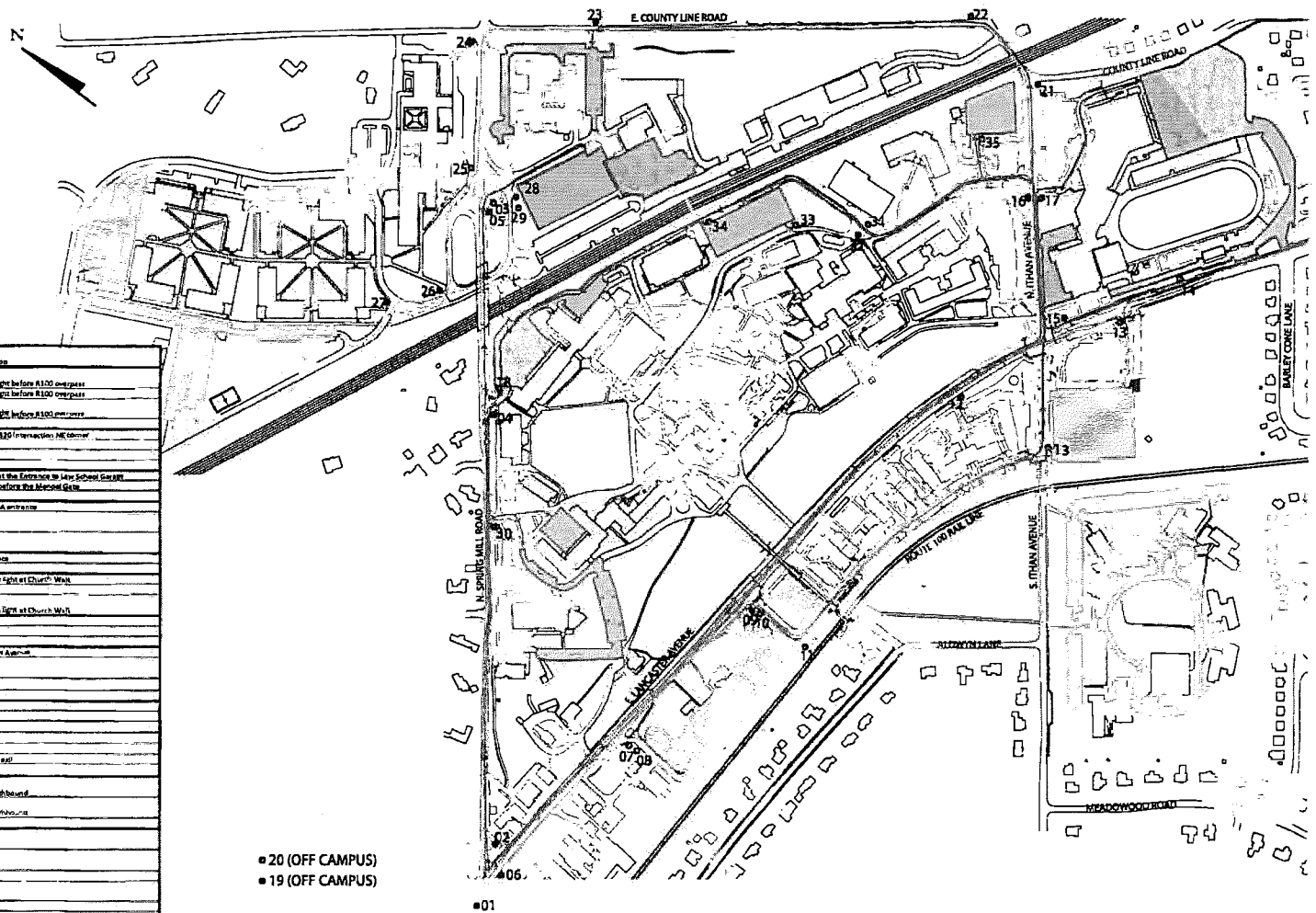
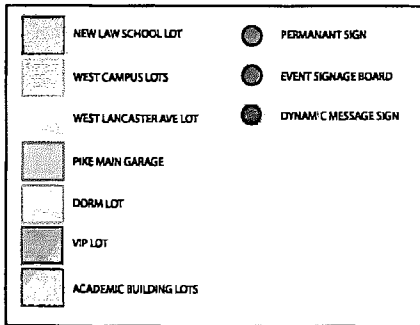


Villanova University
Event Circulation Plan
BASKETBALL WEEKNIGHT EVENTS and WEEKEND EVENTS
Location and Message for Future Wayfinding Signs

Sign No.	Sign Type	Sign Message	Sign Orientation	Site Location
1	DMS	WELCOME TO AT VILLANOVA UNIVERSITY	Eastbound	Route 30 right before R100 overpass
2	DMS	EVENT PARKING AHEAD	Eastbound	Route 30 right before R100 overpass
		PIKE GARAGE FULL ADDITIONAL PARKING TURN LEFT	Eastbound	
3	DMS	WLA PARKING LOT FULL ADDITIONAL PARKING AHEAD	Northbound route 320	
		EVENT PARKING TURN LEFT	Northbound route 320	
4	E5B	EVENT PARKING TURN RIGHT	Eastbound	WLA entrance
5	P5	WLA PARKING LOT	Eastbound	WLA entrance
6	DMS	EVENT PARKING TURN RIGHT	Eastbound	Before New light at Church Walk
		PIKE GARAGE FULL ADDITIONAL PARKING AHEAD TURN LEFT	Eastbound	
7	P5	PIKE GARAGE PARKING TURN RIGHT	Southbound	
		PIKE GARAGE TURN LEFT WLA TURN RIGHT	Southbound	
8	DMS	PIKE GARAGE TURN RIGHT AHEAD AFTER ITHAN AVENUE	Eastbound	West side of Ithan
		PIKE GARAGE FULL ADDITIONAL PARKING TURN LEFT	Eastbound	
9	P5	SAC/VIP/LAW SCHOOL PARKING TURN LEFT	Eastbound/Westbound	
10	P5	PIKE GARAGE TURN LEFT	Westbound	
11	E5B	SAC/VIP/LAW SCHOOL PARKING TURN RIGHT	Westbound	
12	E5B	SAC/HSB AND LAW SCHOOL PARKING TURN LEFT	Northbound West Side	
13	E5B	VIP PARKING TURN RIGHT	Northbound East Side	
14	P5	PIKE GARAGE AND WLA PARKING	Eastbound	
15	E5B	LAW SCHOOL PARKING TURN RIGHT	Westbound	
16	E5B	SAC PARKING TURN RIGHT	Northbound	
17	E5B	LAW SCHOOL PARKING TURN RIGHT	Northbound	in Mendel lot
18	E5B	SAC/HSB/VIP PARKING TURN LEFT	Northbound	
19	P5	HSB GARAGE	Westbound	HSB Entrance
20	E5B	LAW SCHOOL PARKING TURN RIGHT	Westbound	
21	E5B	SAC PARKING TURN LEFT	Westbound	
22	P5	SAC PARKING GARAGE	Westbound	SAC Entrance
23	P5	LAW SCHOOL PARKING GARAGE	Eastbound	Law School Lot Entrance
24	P5	SAC PARKING GARAGE	Eastbound	SAC Entrance

NOTE: FINAL NAMES/IDENTIFICATION OF PARKING AREAS TO BE DETERMINED.
DMS= Dynamic Message Sign (DMS) - Portable
E5B= Event Signage Board
P5 = Permanent sign

VILLANOVA LANCASTER AVENUE HOUSING
BASKETBALL WEEKNIGHT AND WEEKEND EVENTS CIRCULATION PLAN
MAY 26, 2015



Villanova University
Event Circulation Plan
COMMENCEMENT WEEKEND
Location and Movement for Future Work on the Site

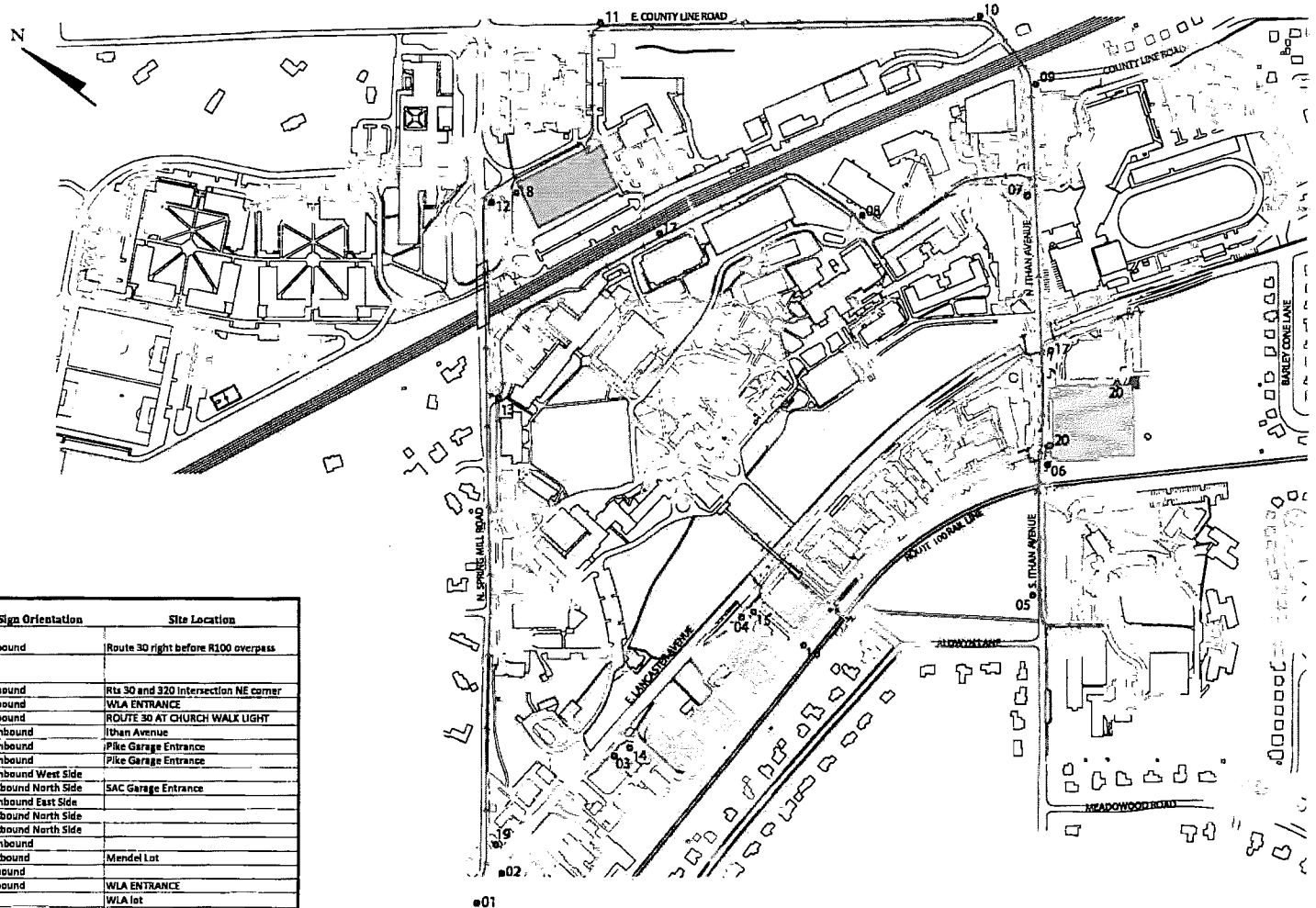
Sign No.	Sign Type	Sign Message	Sign Orientation	Site Location
1	DMS	WELCOME TO VILLANOVA UNIVERSITY	Eastbound	Route 30 right before R100 overpass
		COMMENCEMENT WEEKEND	Eastbound	Route 30 right before R100 overpass
		PIKE GARAGE, WLA AND PARKING AHEAD	Eastbound	Route 30 right before R100 overpass
		WEST CAMPUS, LAW SCHOOL AND SAC PARKING LOTS LEFT LANE	Eastbound	Route 30 right before R100 overpass
2	DMS	WEST CAMPUS PARKING TURN LEFT	Eastbound	Rte 30 and R100 intersection NE corner
		SAC PARKING TURN LEFT	Eastbound	Rte 30 and R100 intersection NE corner
		LAW SCHOOL PARKING TURN LEFT	Eastbound	Rte 30 and R100 intersection NE corner
3	ESB	WEST CAMPUS PARKING TURN RIGHT	Northbound	Route 370 at the Entrance to Law School Garage
4	ESB	SAC PARKING TURN RIGHT	Northbound	Route 370 before the Memorial Gate
5	ESB	LAW SCHOOL PARKING TURN RIGHT	Northbound	Route 370 before the Memorial Gate
6	DMS	EVENT PARKING AHEAD	Eastbound	West of WLA entrance
		PIKE GARAGE FULL ADDITIONAL PARKING AHEAD	Eastbound	West of WLA entrance
		WLA PARKING FULL ADDITIONAL PARKING AHEAD	Eastbound	West of WLA entrance
7	ESB	EVENT PARKING TURN RIGHT	Eastbound	WLA entrance
8	PS	WLA PARKING LOT	Eastbound	WLA entrance
9	DMS	EVENT PARKING TURN RIGHT	Eastbound	Before New Sign at Church Walk
		PIKE GARAGE TURN RIGHT	Eastbound	Before New Sign at Church Walk
		PIKE GARAGE FULL ADDITIONAL PARKING AHEAD	Eastbound	Before New Sign at Church Walk
		TURN LEFT	Eastbound	Before New Sign at Church Walk
10	PS	PIKE GARAGE AND WLA PARKING	Southbound	Before New Sign at Church Walk
11	PS	PIKE GARAGE TURN LEFT / WLA TURN RIGHT	Southbound	Before New Sign at Church Walk
12	DMS	PIKE GARAGE TURN RIGHT AFTER TURN	Eastbound	Before Stone Avenue
		PIKE GARAGE FULL ADDITIONAL PARKING TURN LEFT	Eastbound	Before Stone Avenue
		SAC / LAW SCHOOL PARKING TURN LEFT	Eastbound	Before Stone Avenue
13	PS	PIKE GARAGE	Eastbound/Westbound	7th St. Sign
14	PS	PIKE GARAGE TURN LEFT	Westbound	7th St. Sign
15	ESB	W/LAW SCHOOL PARKING TURN RIGHT	Westbound	7th St. Sign
16	ESB	SAC/LAW SCHOOL PARKING GARAGE TURN LEFT	Northbound 37th Ave	7th St. Sign
17	ESB	W/LAW SCHOOL PARKING TURN RIGHT	Northbound 37th Ave	7th St. Sign
18	ESB	LAW SCHOOL PARKING TURN RIGHT	Westbound	7th St. Sign
19	DMS	UNASSIGNED PARKING FOR COMMENCEMENT TURN LEFT	Northbound	at 476 Eastbound
20	DMS	UNASSIGNED PARKING FOR COMMENCEMENT TURN LEFT	Northbound	at 476 Westbound
21	ESB	WEST CAMPUS/LAW SCHOOL PARKING AHEAD TURN LEFT	Northbound	
22	ESB	WEST CAMPUS/LAW SCHOOL PARKING AHEAD TURN LEFT	Northbound	
23	DMS	LAW SCHOOL PARKING TURN LEFT	Westbound	
		LAW SCHOOL PARKING LOT FULL ADDITIONAL PARKING AHEAD TURN LEFT	Westbound	
24	ESB	WEST CAMPUS PARKING AHEAD	Southbound	
25	ESB	WEST CAMPUS PARKING AHEAD	Southbound	
26	ESB	WEST CAMPUS PARKING TURN RIGHT	Southbound	
27	ESB	WEST CAMPUS PARKING TURN LEFT	Westbound	WLA East Side entrance
28	PS	LAW SCHOOL PARKING GARAGE	Law School Parking entrance	On roundabout
29	PS	WEST CAMPUS PARKING EAST SIDE	On roundabout	On roundabout
30	ESB	EVENT PARKING TURN RIGHT	Northbound	
31	ESB	LAW SCHOOL PARKING TURN RIGHT	Northbound	
32	ESB	SAC PARKING TURN LEFT	at SAC Garage entrance	
33	PS	SAC GARAGE	at SAC Garage entrance	
34	PS	PIKE GARAGE	at SAC Garage entrance	
35	PS	HUB GARAGE	at SAC Garage entrance	

NOTE: FINAL NAMES/IDENTIFICATION OF PARKING AREAS TO BE DETERMINED.
 DMS= Dynamic Message Sign | DMS1= Portable
 ESB= Event Signage Board
 PS= Permanent Sign

● 20 (OFF CAMPUS)
 ● 19 (OFF CAMPUS)

VILLANOVA LANCASTER AVENUE HOUSING
COMMENCEMENT WEEKEND CIRCULATION PLAN
MAY 26, 2015

	NEW LAW SCHOOL LOT		PERMANENT SIGN
	WEST CAMPUS LOTS		EVENT SIGNAGE BOARD
	WEST LANCASTER AVE LOT		DYNAMIC MESSAGE SIGN
	PIKE MAIN GARAGE		
	DORM LOT		
	VIP LOT		
	ACADEMIC BUILDING LOTS		



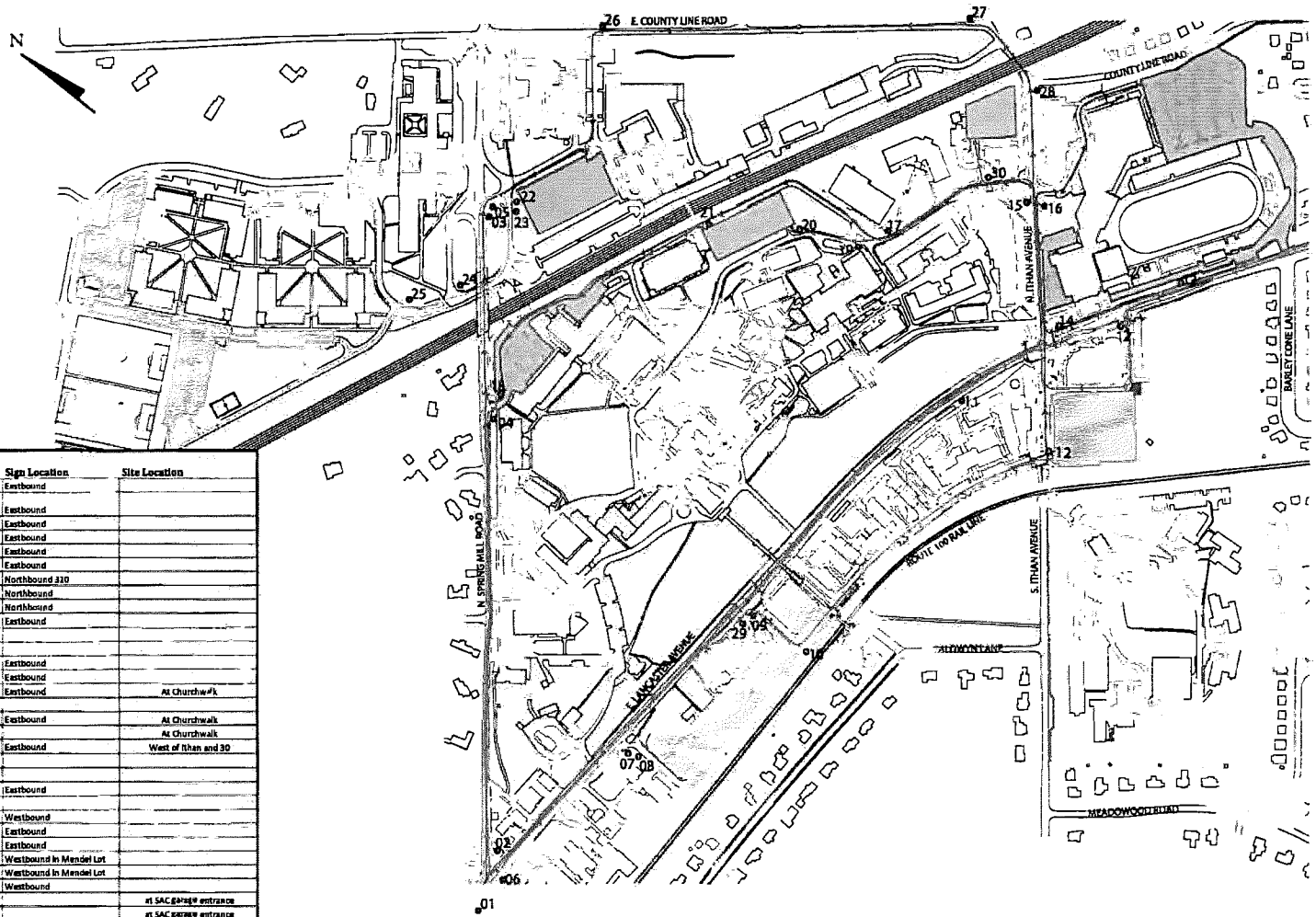
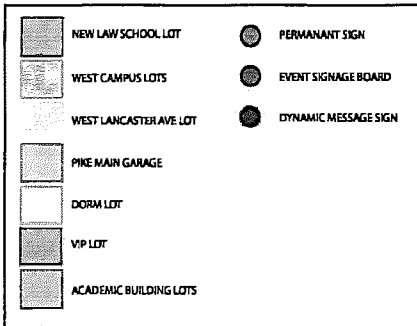
Villanova University
 Event Circulation Plan
FRESHMAN MOVE IN AND DEPARTURE
 Location and Message for Future Wayfinding Signs

Sign No.	Sign Type	Sign Message(s)	Sign Orientation	Site Location
1	DMS	WELCOME TO VILLANOVA UNIVERSITY FRESHMAN MOVE IN AHEAD LAW SCHOOL PARKING LEFT LANE WLA PARKING AHEAD	Eastbound	Route 30 right before R100 overpass
2	DMS	FRESHMAN MOVE IN PARKING AHEAD	Eastbound	Rts 30 and 320 Intersection NE corner
3	ESB	FRESHMAN MOVE IN TURN RIGHT	Eastbound	WLA ENTRANCE
4	ESB	FRESHMAN MOVE IN TURN RIGHT	Eastbound	ROUTE 30 AT CHURCH WALK LIGHT
5	ESB	FRESHMAN MOVE IN TURN LEFT	Southbound	Ithan Avenue
6	DMS	PARKING TURN RIGHT PIKE GARAGE FULL ADDITIONAL PARKING AHEAD	Northbound	Pike Garage Entrance Pike Garage Entrance
7	ESB	LAW SCHOOL PARKING TURN LEFT	Northbound West Side	
8	ESB	EVENT PARKING TURN RIGHT	Westbound North Side	SAC Garage Entrance
9	ESB	LAW SCHOOL PARKING TURN LEFT	Northbound East Side	
10	ESB	LAW SCHOOL PARKING TURN LEFT	Westbound North Side	
11	ESB	LAW SCHOOL PARKING TURN LEFT	Westbound North Side	
12	ESB	LAW SCHOOL PARKING TURN RIGHT	Westbound	
13	ESB	LAW SCHOOL PARKING TURN RIGHT	Westbound	Mendel Lot
14	PS	WLA PARKING LOT	Eastbound	
15	PS	PIKE GARAGE & WLA LOT	Eastbound	WLA ENTRANCE
16	PS	PIKE GARAGE TURN LEFT, WLA PARKING TURN RIGHT	Eastbound	WLA lot
17	ESB	EVENT PARKING AHEAD	Northbound	
18	PS	LAW SCHOOL PARKING GARAGE	Northbound	Law school lot entrance
19	ESB	LAW SCHOOL PARKING TURN LEFT	Northbound	
20	PS	PIKE GARAGE	Northbound	Pike Garage Entrance

Public Safety and Radnor Police will Man all parking areas at departure time and direct traffic according to site plans.

DMS - Dynamic Message Sign
 ESB - Event Signage Board
 PS - Permanent Sign

VILLANOVA LANCASTER AVENUE HOUSING
 FRESHMAN MOVE-IN AND DEPARTURE CIRCULATION PLAN
 MAY 26, 2015



Villanova University
Event Circulation Plan
PARENTS WEEKEND/HOMECOMING EVENTS
Location and Message for Future Wayfinding Signs

Sign No.	Sign Type	Sign Message	Sign Location	Site Location
1	DMS	TAILGATING TURN LEFT/EVENT PARKING AHEAD	Eastbound	
		PIKE GARAGE/WLA ADDITIONAL PARKING AHEAD TURN LEFT	Eastbound	
		TAILGATING LOT FULL ADDITIONAL PARKING AHEAD	Eastbound	
2	DMS	TAILGATING TURN LEFT	Eastbound	
		SAC PARKING TURN LEFT	Eastbound	
		WEST CAMPUS PARKING TURN LEFT	Eastbound	
3	ESB	TAILGATING PARKING TURN LEFT	Northbound 310	
4	ESB	SAC PARKING TURN LEFT	Northbound	
5	ESB	WEST CAMPUS PARKING TURN RIGHT	Northbound	
6	DMS	EVENT PARKING AHEAD	Eastbound	
		WLA PARKING LOT FULL ADDITIONAL PARKING AHEAD	Eastbound	
		PIKE GARAGE FULL ADDITIONAL PARKING TURN LEFT	Eastbound	
7	ESB	EVENT PARKING TURN RIGHT	Eastbound	
8	PS	WLA PARKING LOT	Eastbound	
9	DMS	PIKE GARAGE TURN RIGHT	Eastbound	At Churchwalk
		WLA PARKING LOT FULL ADDITIONAL PARKING AHEAD	Eastbound	
		PIKE GARAGE FULL ADDITIONAL PARKING TURN LEFT	Eastbound	
10	PS	PIKE GARAGE TURN LEFT/WLA TURN RIGHT	Eastbound	At Churchwalk
11	DMS	PIKE GARAGE TURN RIGHT AFTER ITHACA	Eastbound	West of Ithaca and 30
		PIKE GARAGE FULL ADDITIONAL PARKING TURN LEFT	Eastbound	
		SAC/VP/LAWSCHOOL PARKING TURN LEFT	Eastbound	
12	PS	PIKE GARAGE	Eastbound	
13	PS	PIKE GARAGE TURN LEFT	Eastbound	
14	ESB	SAC/VP/LAWSCHOOL PARKING TURN RIGHT	Westbound	
15	ESB	SAC/NSM AND LAW SCHOOL PARKING TURN LEFT	Eastbound	
16	ESB	VIP PARKING TURN RIGHT	Eastbound	
17	ESB	LAW SCHOOL PARKING TURN RIGHT	Westbound in Mendel Lot	
18	ESB	LAW SCHOOL PARKING TURN RIGHT	Westbound in Mendel Lot	
19	ESB	SAC PARKING KEEP LEFT	Westbound	
20	PS	SAC PARKING GARAGE		at SAC garage entrance
21	PS	SAC PARKING GARAGE		at SAC garage entrance
22	PS	LAW SCHOOL GARAGE		at law school parking entrance
23	PS	WEST CAMPUS PARKING TURN RIGHT	Southbound	Roundabout
24	ESB	WEST CAMPUS EVENT PARKING AHEAD	Westbound	
25	ESB	WEST CAMPUS EVENT PARKING TURN LEFT	Westbound	
26	ESB	LAW SCHOOL PARKING TURN LEFT	Westbound north side	
27	ESB	LAW SCHOOL PARKING AHEAD TURN LEFT	Westbound north side	
28	PS	LAW SCHOOL PARKING TURN LEFT	Northbound	
29	PS	PIKE GARAGE & WLA PARKING	Eastbound	at WLA entrance
30	PS	NSM PARKING GARAGE		at NSM entrance

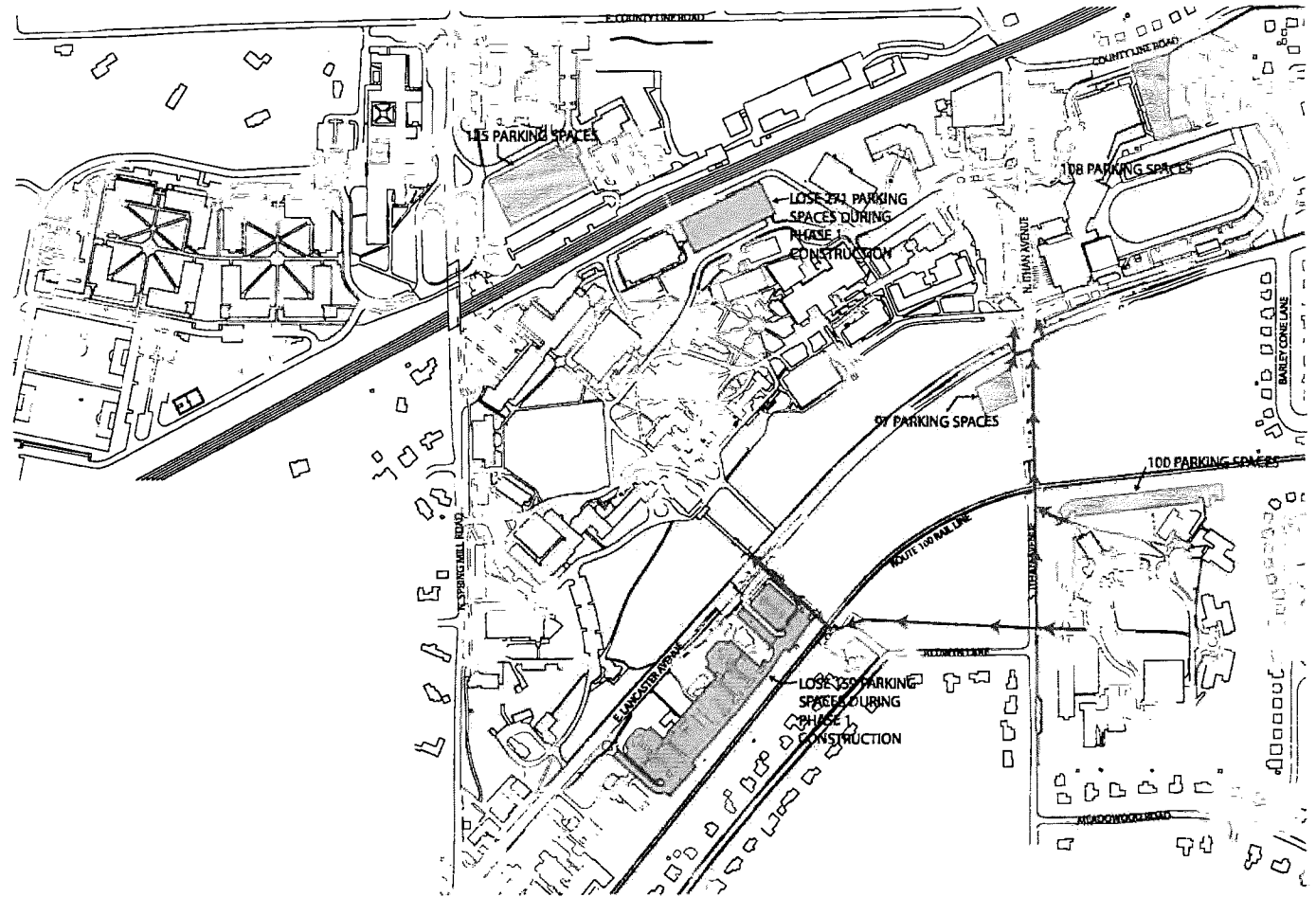
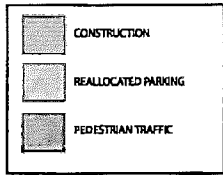
NOTE: FINAL NAMES/IDENTIFICATION OF PARKING AREAS TO BE DETERMINED.

DMS= Dynamic Message Sign (DMS) - Portable

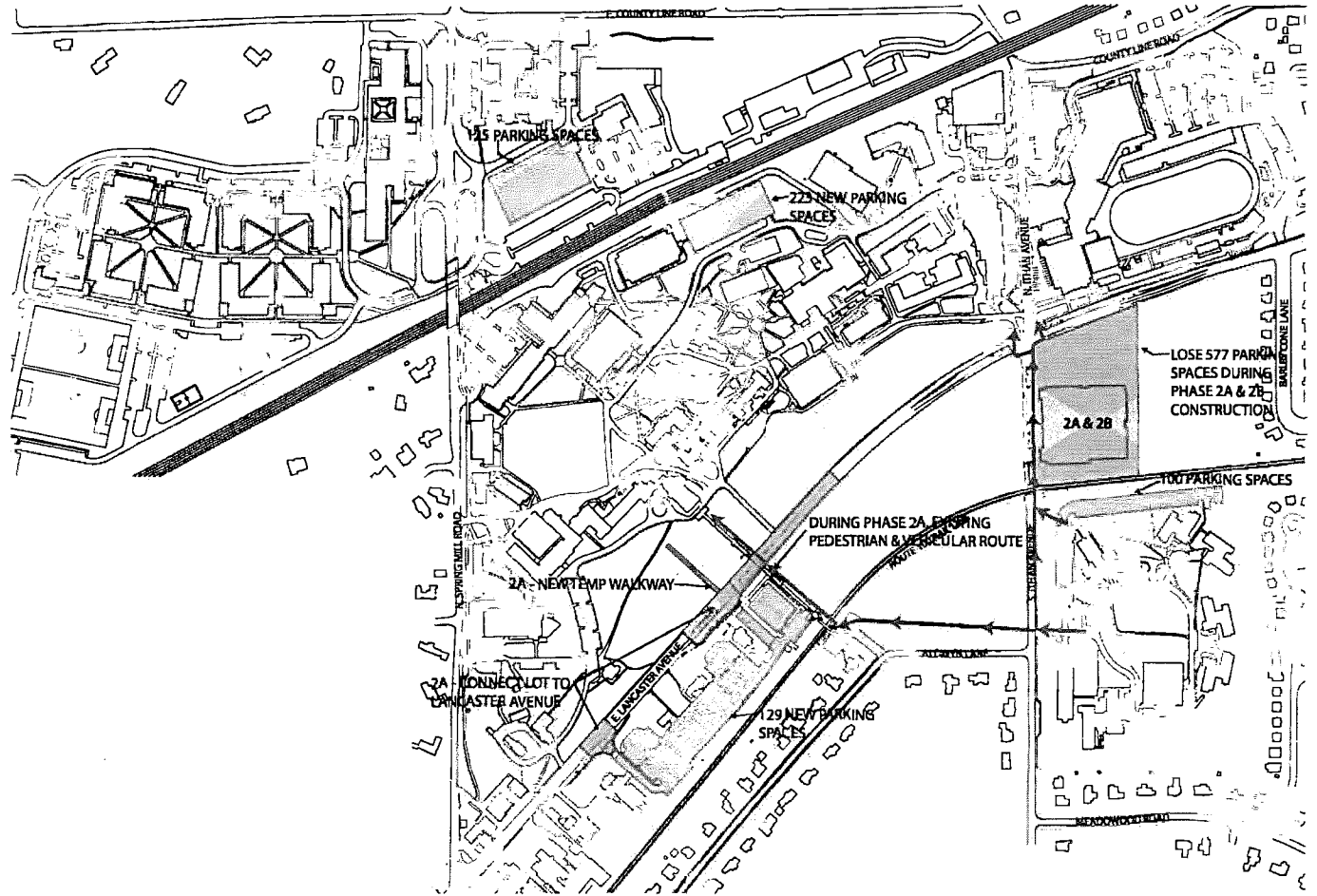
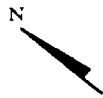
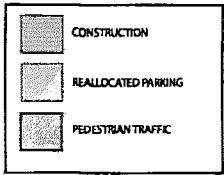
ESB = Event Signage Board

PS=Permanent Sign

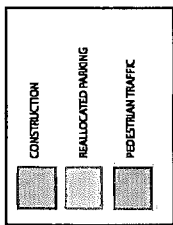
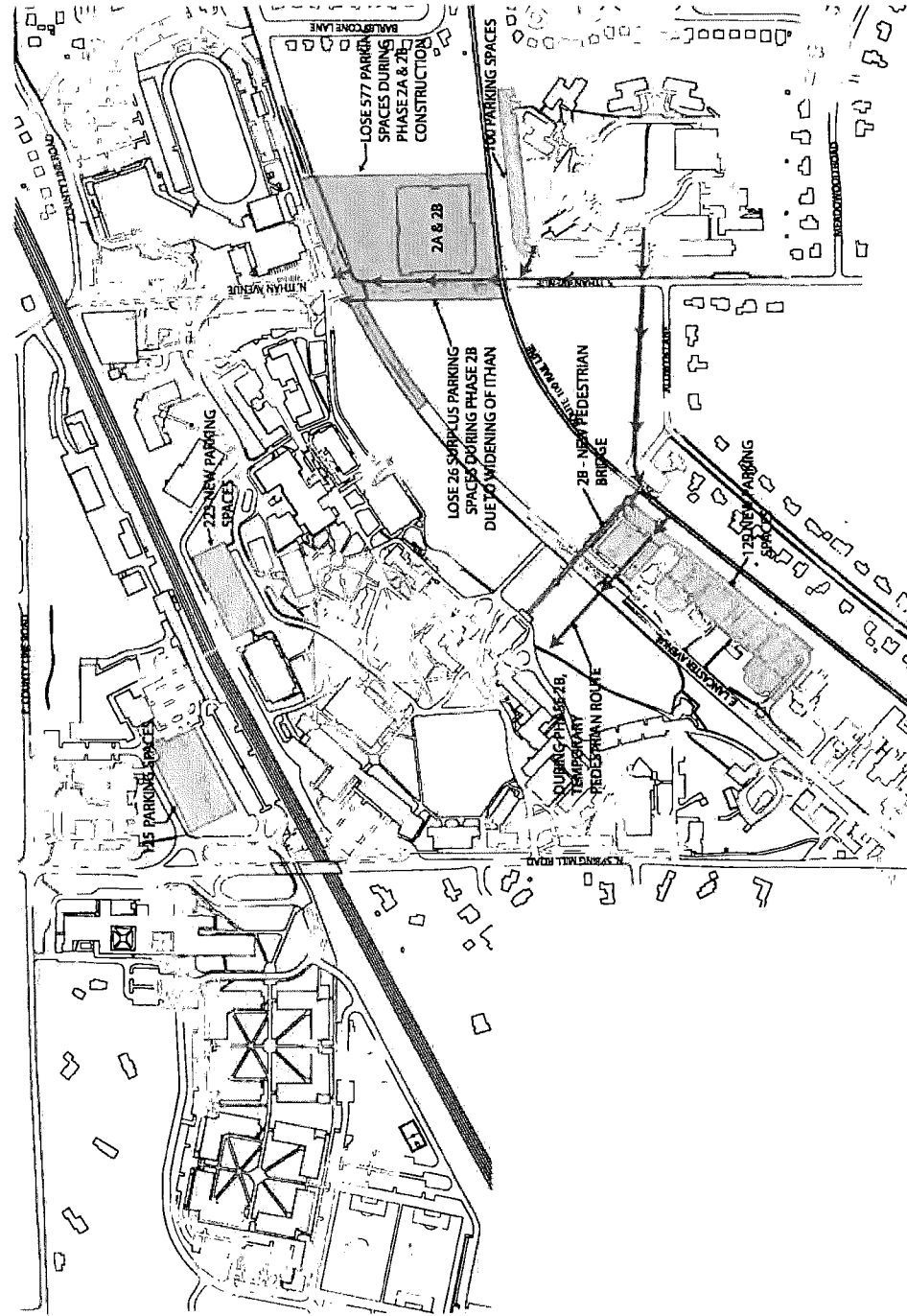
VILLANOVA LANCASTER AVENUE HOUSING
PARENTS/HOMECOMING WEEKEND CIRCULATION PLAN
MAY 26, 2015



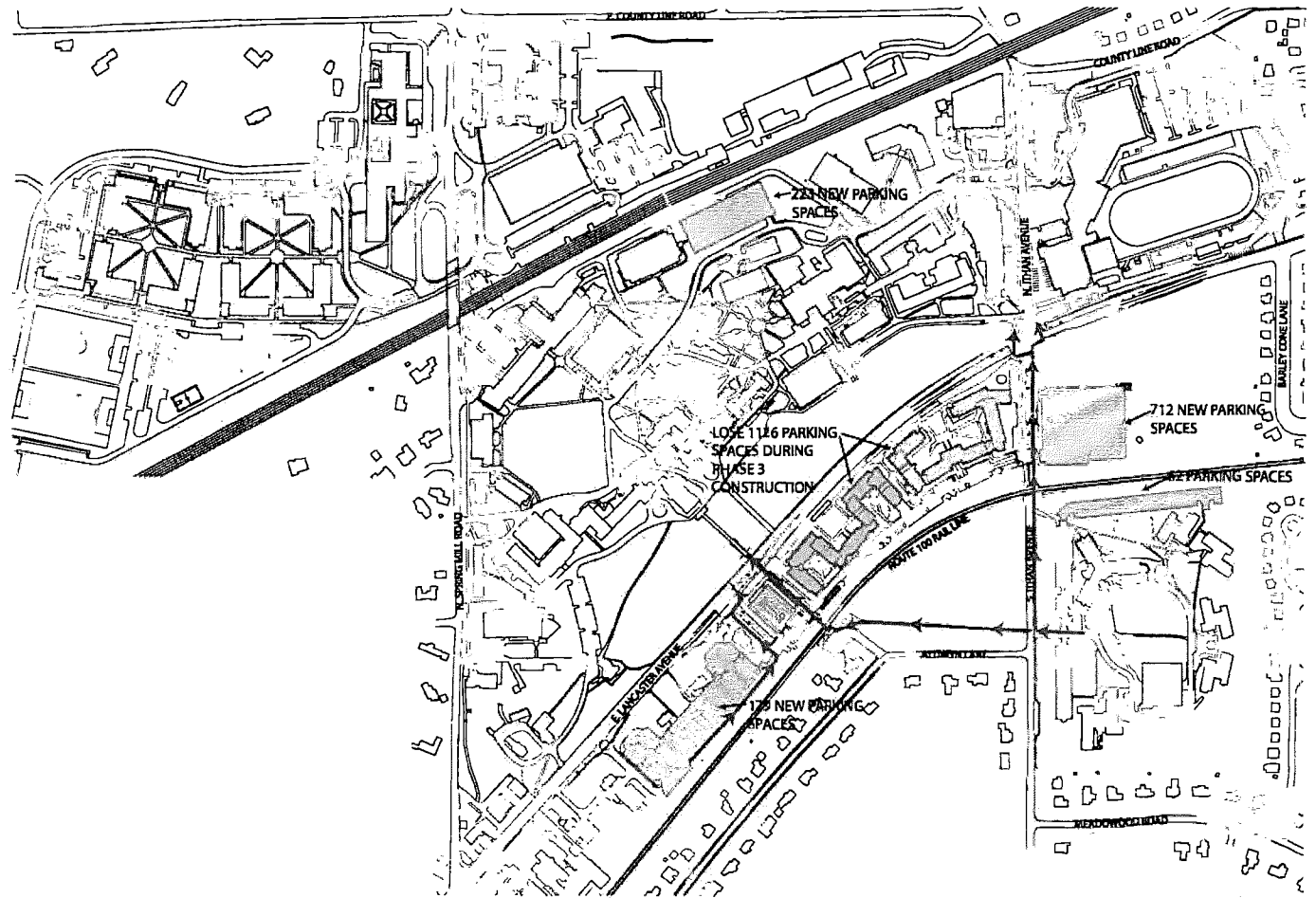
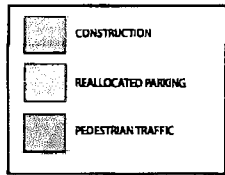
VILLANOVA LANCASTER AVENUE HOUSING
PEDESTRIAN PARKING & TRAFFIC PLAN
 PHASE 1 CONSTRUCTION: SAC GARAGE
 WEST LANCASTER AVENUE LOT
 & SAC PARKING GARAGE
 MAY 26, 2015



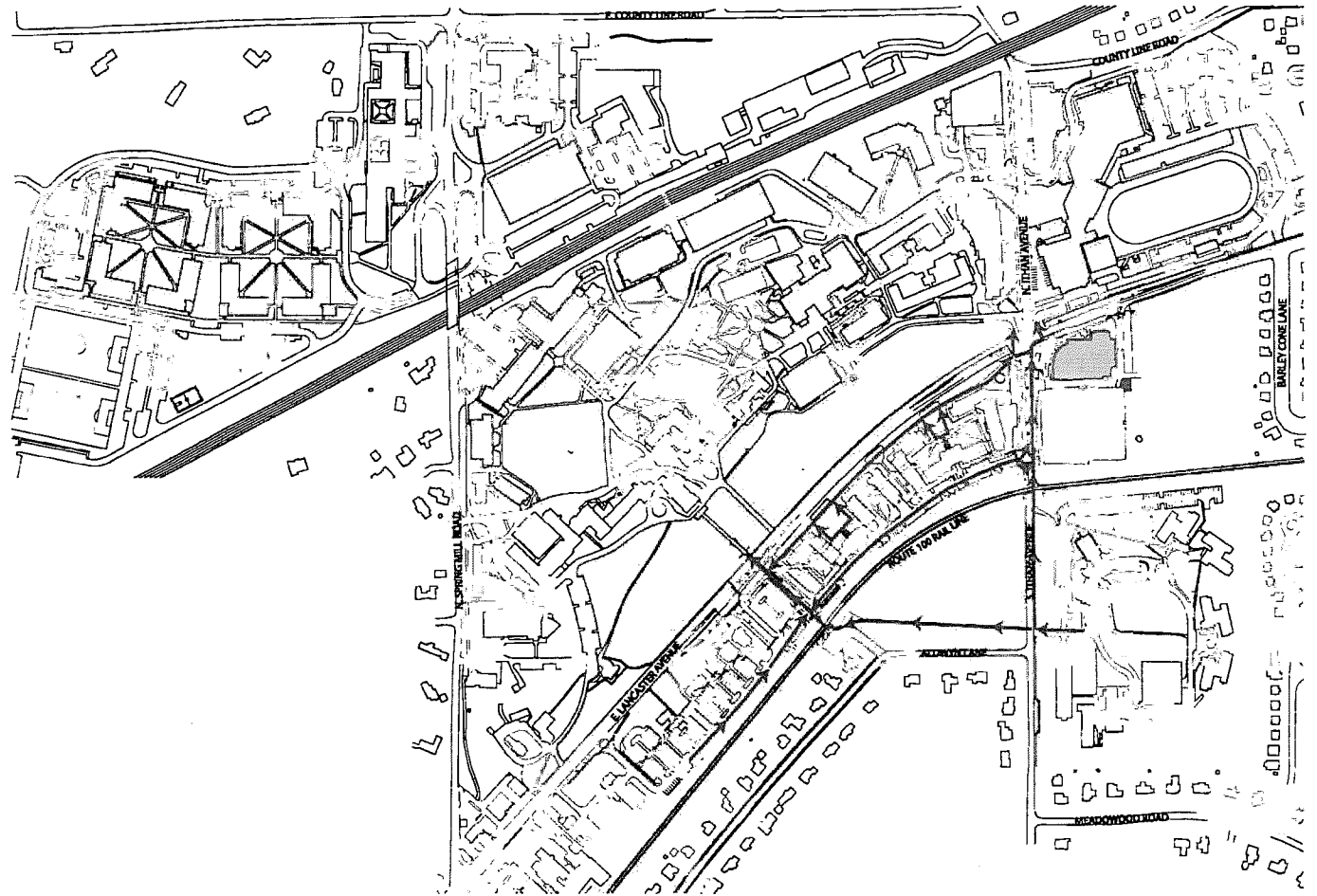
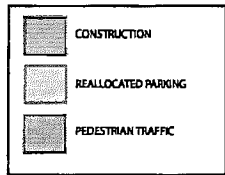
VILLANOVA LANCASTER AVENUE HOUSING
 PEDESTRIAN PARKING & TRAFFIC PLAN
 PHASE 2A CONSTRUCTION: PIKE GARAGE
 & WEST LANCASTER AVENUE ROAD CONNECTIONS
 MAY 26, 2015



VILLANOVA LANCASTER AVENUE HOUSING
 PEDESTRIAN PARKING & TRAFFIC PLAN
 PHASE 2B CONSTRUCTION: PIKE GARAGE
 & PEDESTRIAN BRIDGE
 MAY 26, 2015



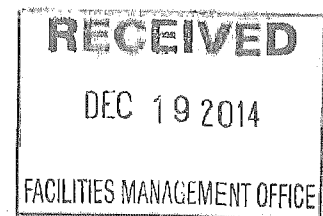
VILLANOVA LANCASTER AVENUE HOUSING
 PEDESTRIAN PARKING & TRAFFIC PLAN
 PHASE 3 CONSTRUCTION: NEW HOUSING
 MAY 26, 2015



VILLANOVA LANCASTER AVENUE HOUSING
PEDESTRIAN PARKING & TRAFFIC PLAN
PHASE 4 CONSTRUCTION: PERFORMING ARTS CENTER
PARKING NEUTRAL
MAY 26, 2015



Mr. Robert Morro
Associate Vice President, Facilities Management
Villanova University
800 Lancaster Avenue
Villanova, PA 19085



Re: Your inquiry concerning vegetation plantings on or next to a PECO transmission line right-of-way

Dear Mr. Morro:

You recently inquired about the possibility of planting vegetation management on or near a PECO transmission right-of-way, for the purposes of visual screening. You particularly referenced a condition in Villanova's Proposed Conditions of Approval for expanded utility facilities, which states:

7. That, prior to the submission of final land development plans, the University shall seek the approval of PECO to plant screening on the south side of the PECO R-100 line to visually screen the SEPTA bridge from the impacted residential neighbors and, if said permission is received, the installation and maintenance of the vegetation necessary to establish it.

I have conferred with PECO's Vegetation Management team, which has provided the following information:

PECO does not allow the planting of trees or shrubs on its transmission rights-of-way. Only low-growing herbaceous plants and grasses are permitted in the area below the lines. PECO's guidelines call for a minimum of 32 feet of clearance from the line to the nearest trees on either side. Large trees situated within this area are removed, and trees situated beyond this distance are pruned to the 32 foot mark or the edge of the right-of-way.

I also note that this right-of-way has active SEPTA train traffic, which creates an additional set of clearance requirements for the SEPTA facilities.

I hope this provides the information that you require.

Sincerely,

Joan Renye
Senior Account Executive
215-841-5503

Villanova University

Lancaster Avenue Residential Housing Evacuation Plan

There are (4) Courtyards for the 6 buildings, (3) smaller individual courtyards in the Building 1 complex and (1) large courtyard, which opens up to Lancaster Avenue in the Building 2 Complex. See attached plan for site layout.

In the event of a Large Scale Evacuation, information and direction will be sent to campus through NOVA Alert, email and the University website.

Those in need of transportation will be directed to areas to await transport to an off-campus site.

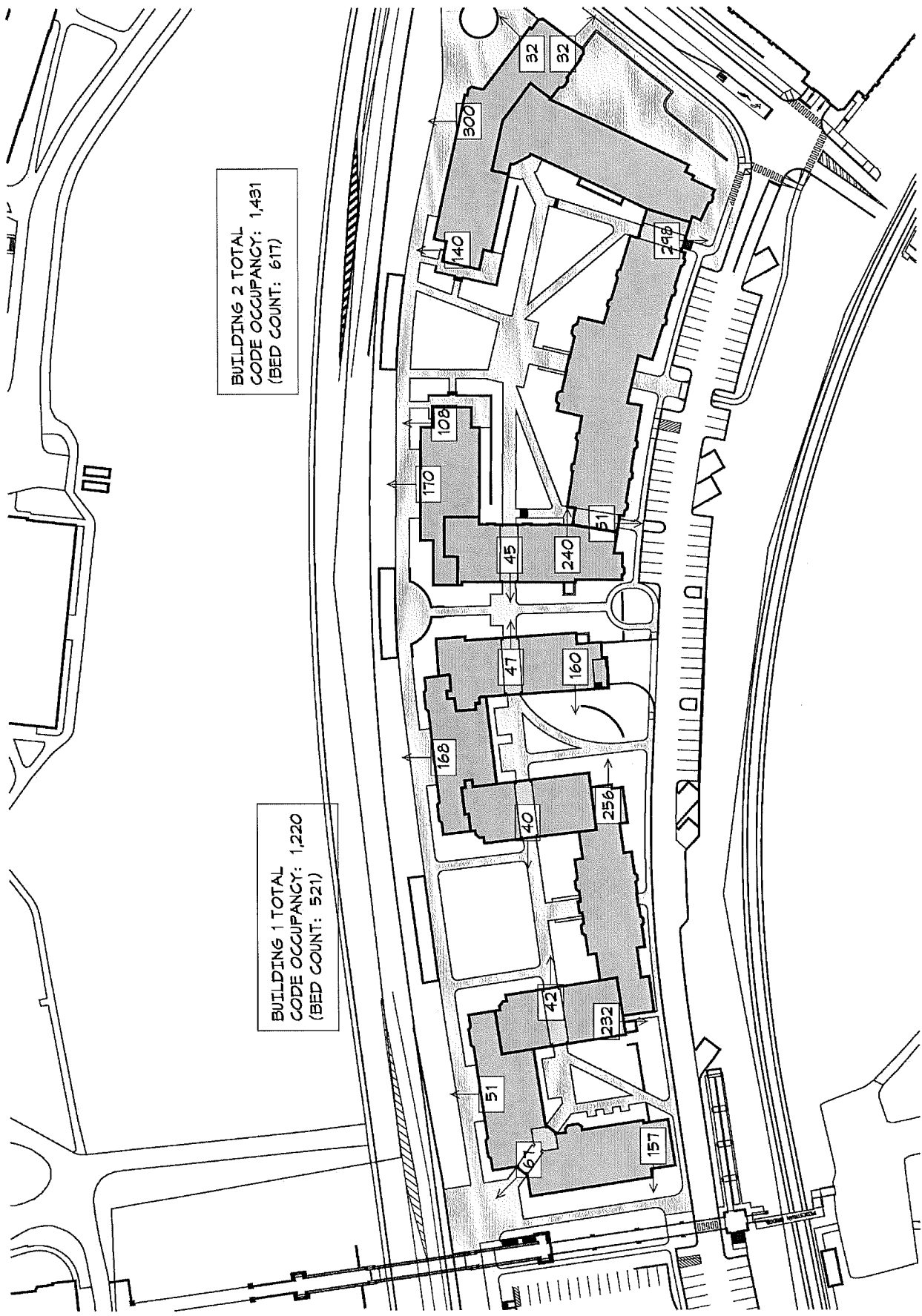
Fire

Should we have to evacuate Building Complex 1, which houses 521 students, they will evacuate the buildings as shown in the attachment plan and will be directed to the Building 2 Courtyard depending on the event. At which time Public Safety and Radnor Police will direct the students away from the event and to a safe area.

Should we have to evacuate Building Complex 2, which houses 617 students, they will evacuate the buildings as shown in the attachment plan and will be directed to the Building 1 Courtyards depending on the event. At which time Public Safety and Radnor Police will direct the students away from the event and to a safe area.

Shooter/Intruder

Shelter in place and evacuate when opportunity is safe.



154144

RADNOR TOWNSHIP

301 Iven Avenue
Wayne, PA 19087-5297
(610) 688-5600

RECEIPT

9/29/2006

DATE

VILLANOVA UNIVERSITY
800 E LANCASTER AVE
VILLANOVA

PA 19085-

01.320 3052

GRADING PERMIT APPLICATION NUMBER:

06-189

FOR LOCATION:

800 E LANCASTER AV
VILLANOVA PA 19085-

FOR:

REMOVE PORTION OF DRIVEWAY & CONSTRUCT NEW SOFTBALL FIELD
ADD NEW DRIVE 490 SQ FT (NET DECREASE OF 2,280 SQ FT)

CHECK NUMBER: 15943415

\$300.00

13.1.12 13.1.12



White - CUSTOMER COPY • Canary - DEPARTMENT COPY • Pink - BOOKKEEPING COPY • Goldenrod - TREASURER COPY

GRADING PERMIT



**RADNOR TOWNSHIP
ENGINEERING DEPARTMENT
301 IVEN AVENUE
WAYNE, PA 19087**

Plans covering grading of property located at **800 E LANCASTER AV, VILLANOVA**
to/for **REMOVE PORTION OF DRIVEWAY & CONSTRUCT NEW SOFTBALL
FIELD ADD NEW DRIVE 490 SQ FT (NET DECREASE OF 2,280 SQ FT)**

filed with application # **06-189** under the provisions of Radnor Township Grading
Chapter 175, having been approved by the Township, permission is hereby granted to

VILLANOVA UNIVERSITY

to proceed with work specified and set forth in said application and plans, subject to any
voluntary stormwater management and modifications and conditions noted thereon. Such work
to be performed in all respects in strict accordance with the requirements of the Township.

This permit is an approval for grading only.

DATE APPROVED:

Monday, October 23, 2006

ISSUED BY:

**DANIEL E. MALLOY, P.E.
TOWNSHIP ENGINEER
ENGINEERING DEPARTMENT**

This permit shall become null and void if the work is not commenced within six months, or is
not completed within one year from the date of issue. A reasonable extension may be granted if
applied for prior to expiration of permit.

NON-TRANSFERABLE

NOTICE

**BEFORE YOU BEGIN GRADING OR INSTALLING A STORMWATER MANAGEMENT OR
GROUNDWATER RECHARGE SYSTEM, YOU MUST CONTACT DOUG MEDER IN THE
ENGINEERING DEPARTMENT WITH A START DATE. HE CAN BE REACHED AT 610-688-
5600 EXTENSION 129 OR 133.**

APPLICATION FOR GRADING PERMIT

RADNOR TOWNSHIP ENGINEERING DEPARTMENT

The undersigned hereby makes application for Grading Permit under Chapter 175 and any amendments thereof.

LOCATION: 800 LANCASTER AVENUE VILLANOVA

WHAT ARE YOU BUILDING: SOFTBALL FIELD

OWNER OF PROPERTY: VILLANOVA UNIVERSITY

OWNER ADDRESS: 800 LANCASTER AVENUE
VILLANOVA, PA 19085

Permit Void: If work not started in six (6)

TOWNSHIP USE ONLY

PERMIT NO. 06-189
 SUBMISSION DATE SEP 28 2006
 SHADE TREE DATE OCT 25
 REVISION DATES _____
 FINAL APPROVAL DATE: 10/23/06

Five (5) copies of site plan to be submitted with application. ** Plans must be folded and no larger than 24" x 34" **
 PREPARED BY: ASSOCIATED ENGINEERING CONSULTANTS, INC. DATE: 9/29/06 REGISTERED SURVEYOR: _____ REGISTERED ENGINEER X
 DO PLANS SHOW ALL ITEMS LISTED ON PAGE 2? YES GROSS LOT AREA: 9,801,000 ± SQ. FT.

COVER TYPE	EXISTING SQUARE FEET		REMOVED SQUARE FEET	ADDED SQUARE FEET	TOTAL SQUARE FEET	
BUILDINGS	1,136,444	EXISTING % OF LOT	-	+	= 1,136,444	TOTAL NEW % OF LOT
WALKS			-	+	=	
PATIOS			-	+	=	
DRIVES	2,554,645		- 2,770	+ 490	= 2,552,365	
DECKS			-	+	=	
OTHER			-	+	=	
TOTAL	3,691,089		37.66 %	- 2,770	+ 490	

Ground Water Recharge and Storm Water Calculations

- No credit for removal of impervious.
- Calculations are based on the total added impervious not the net.

↑ 500 to 1499 sq. ft. Ground Water Recharge Required
 1500 sq. ft. and over Storm Water Management Required
 (For additional information see Ordinance 05-11)

Circle Zoning District / Maximum Impervious Coverage Applicable

R-1	R-2	R-3	R-4	R-5 Semi/ 2 Family Detach	R-5 Multi Dwelling	R-6	R-1A	CO (2 + 3 stories)	C-1	C-2	C-3	PI
22%	30%	35%	40%	40%	36%	70%	30%	50%	60%	70%	65%	45%

Estimated cubic yards of dirt involved (Total cut and fill) 850 cy Will this fill be taken off site X Yes _____ No _____

Number of trees to be removed (over 6" in diameter) NONE Is property in the Historical District? _____ Yes X No _____

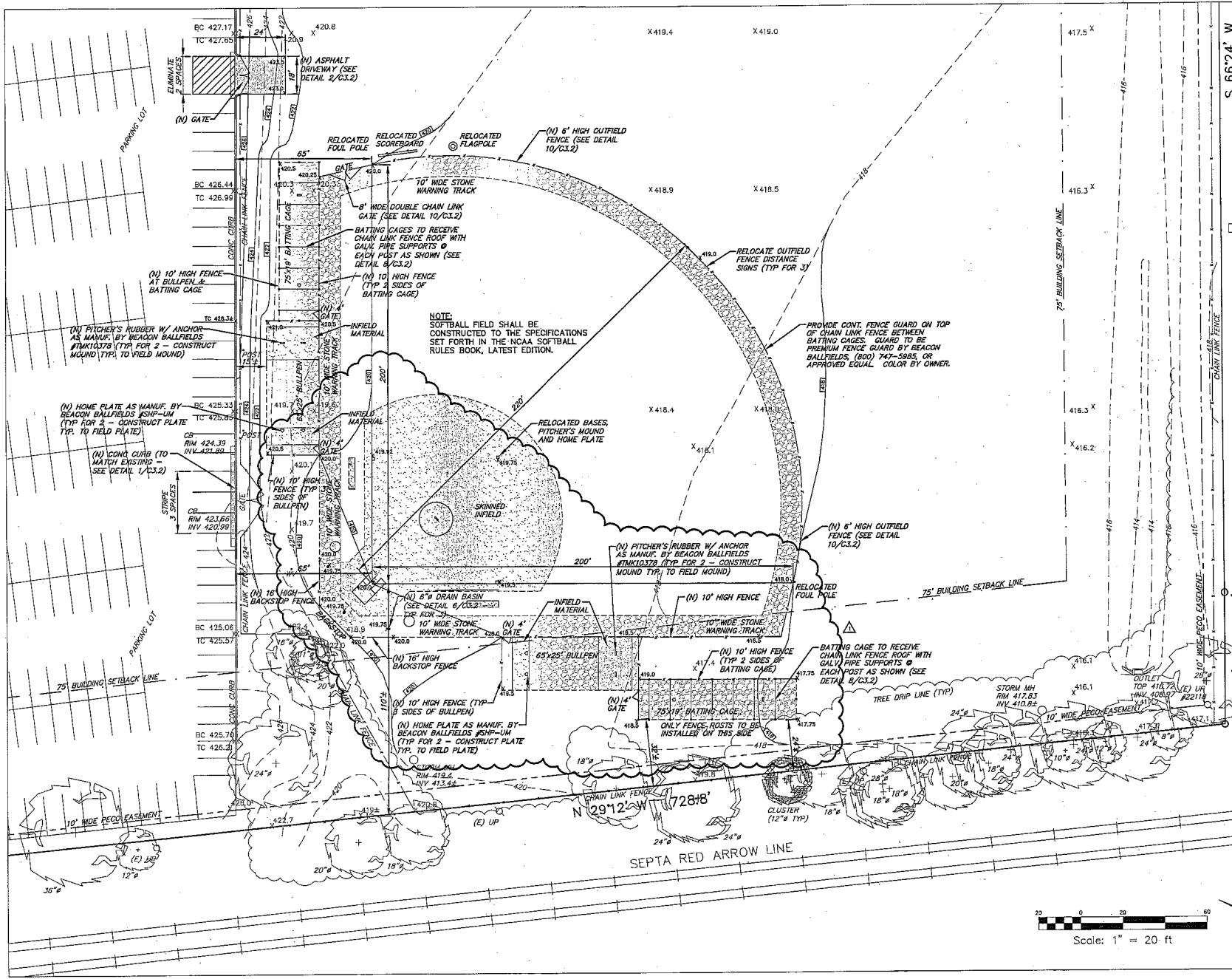
Permit Fees:

Minor Permit Review \$25.00
 First 50 cubic yards cut and fill \$100.00
 51 - 1,000 cubic yards cut and fill Add \$200.00
 Each additional 1,000 cubic yards or portion thereof Add \$200.00
 Permit requiring storm water management \$500.00
 Permit requiring groundwater recharge \$100.00

Signature of Owner: RHM
 Date: 9-28-06
 Applicant: Robert H. Morro
 Relation to Owner: Executive Director, Facilities Management
 Phone Number: 610. 519. 4589
 Fax Number: 610. 519. 6903
 Email: robert.morro@villanova.edu

Received from Applicant \$ 300

\\NF_C:\Projects\2006\11-03 Field Construction\Site\CD-Plan Field LPR.V09 2006-11-11-Bldg. 1/7/06 10:15:19 AM



S 66°24' W
62.0'

S 66°45' W

 Associated Engineering Consultants Incorporated 482 Union Deposit Road, Suite 115, Wayne, Pennsylvania 19381	
SEAL	
PROJECT	VILLANOVA UNIVERSITY SOFTBALL FIELD RELOCATION 800 LANCASTER AVENUE VILLANOVA, PENNSYLVANIA 19085 RADNOR TOWNSHIP, DELAWARE COUNTY
DATE	REVISION
06/27/01	BASED UPON PERMIT
10/26/03	FOR GRADING PERMIT
11/19/03	ISSUED FOR CONSTRUCTION
	BULLETIN #1
SHEET TITLE	
SITE DEVELOPMENT PLAN	
DRAWN BY:	BJD
CHECKED BY:	KRM
SHEET NO.	
C2.1	
Scale: 1" = 20 ft	
PROJECT NO.	0105.062
DATE:	SEPTEMBER 27, 2006

1" = 20' Scale
 0 20 40 60
 1" = 20' Scale
 0 20 40 60

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
July 13, 2015

The table below summarizes the amount of disbursements made since the last public meeting held on June 15, 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>

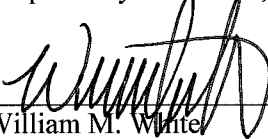
Fund (Fund Number)	2015-6B June 12, 2015	2015-6C June 19, 2015	2015-6D June 26, 2015	2015-7A July 2, 2015	Total
General Fund (01)	486,367.88	102,317.20	138,383.33	370,370.00	\$1,097,438.41
Sewer Fund (02)	35,114.60	4,658.37	2,360.03	15,377.75	57,510.75
Liquid Fuels Fund (03)	0.00	0.00	5,007.00	0.00	5,007.00
Storm Sewer Management (04)	10,894.40	0.00	3,462.50	0.00	14,356.90
Capital Improvement Fund (05)	878.00	3,548.39	107,687.00	165,656.36	277,769.75
Special Assessment Fund (06)	0.00	0.00	5,069.86	0.00	5,069.86
Escrow Fund (10)	0.00	900.00	2,100.00	0.00	3,000.00
Civilian Pension Fund (11)	0.00	0.00	3,943.14	0.00	3,943.14
Investigation Fund (12)	0.00	157.89	3,995.00	0.00	4,152.89
Grant Fund (16)	725.00	0.00	371.33	3,926.88	5,023.21
Police K-9 Fund (17)	109.27	100.00	501.79	247.29	958.35
\$8 Million Settlement Fund (18)	75,824.00	0.00	0.00	374,176.00	450,000.00
The Willows Fund (23)	0.00	0.00	455.40	5,398.70	5,854.10
Total Accounts Payable Disbursements	\$609,913.15	111,681.85	273,336.38	935,152.98	\$1,930,084.36
<i>Electronic Disbursements</i>	n/a	n/a	n/a	n/a	1,848,945.22
Grand Total	\$609,913.15	\$111,681.85	273,336.38	935,152.98	\$3,779,029.58

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

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

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

Respectfully Submitted,



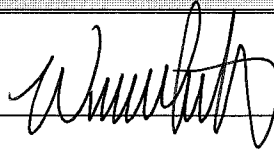
William M. White
 Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through August 17, 2015

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	8/1/2015	7/15 Credit Card Revenue Processing Fees	\$3,000.00 *
Credit Card Revenue Fees - Estimated	Various Funds	7/1/2015	6/15 Credit Card Revenue Processing Fees	\$3,000.00 *
Debt Payment	Various Funds	7/15/2015	US Bank GOB Series B 2013	\$259,675.00
Debt Payment	Various Funds	7/15/2015	US Bank GOB Series A 2013	\$31,866.79
Payroll [Pension] Transaction - Estimated	07-492-4980	8/1/2015	8/15 Police Pension Payments	\$171,497.64
Payroll [Pension] Transaction - Estimated	11-495-4980	8/1/2015	8/15 Civilian Pension Payments	\$133,705.79
Payroll [Bi-Weekly] Transaction - Estimated	01-various	7/16/2015	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	7/16/2015	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	7/16/2015	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	7/30/2015	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	7/30/2015	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	7/30/2015	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	8/13/2015	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	8/13/2015	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	8/13/2015	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Period Total				\$1,848,945.22

Submitted:



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

\$400,000.00	6/18/2015	Salaries and Payroll Taxes - General Fund	\$421,546.18
\$15,000.00	6/18/2015	Salaries and Payroll Taxes - Sewer Fund	\$13,947.20
\$400.00	6/18/2015	Salaries and Payroll Taxes - K-9 Fund	\$406.92
\$415,400.00			\$435,900.30
\$400,000.00	7/2/2015	Salaries and Payroll Taxes - General Fund	\$441,982.21
\$15,000.00	7/2/2015	Salaries and Payroll Taxes - Sewer Fund	\$14,445.47
\$400.00	7/2/2015	Salaries and Payroll Taxes - K-9 Fund	\$135.64
\$415,400.00			\$456,563.32
\$50,000.00	7/1/2015	CDL Bonus Payment - General Fund	\$44,674.75
\$4,000.00	7/1/2015	CDL Bonus Payment - Sewer Fund	\$3,767.75
\$54,000.00			\$48,442.50
\$171,497.64	7/1/2015	Police Pension Payroll	\$171,497.64
\$133,705.79	7/1/2015	Civilian Pension Payroll	\$133,705.79
\$305,203.43			\$305,203.43

TOWNSHIP OF RADNOR
Minutes of Public Meeting of June 15, 2015

The Radnor Township Board of Commissioners met at approximately 7:15 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 Rice, Township Solicitor; Robert Tate, Assistant Finance Director; Kevin Kochanski, Director of Community Development; Steve Norcini, Director of Public Works; William Colarulo, Superintendent of Police; Tammy Cohen, Director of Recreation and Community Programming; Amy Kaminski, Traffic Engineer; Roger Philips, Township 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 June 15, 2015

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

1. Consent Agenda

- a) Disbursement Review and Approval: 2015-05D, 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

Commissioner Curley asked for item d – HARB 2015-05 to be removed from the consent agenda. Commissioner Fisher made a motion to approve the consent agenda, seconded by Commissioner Schaefer. Motion passed 7-0.

2. Letters of Commendation (Police)

Superintendent of Police, William Colarulo presented Detective Four with a commendation for an incident involving fraud and Detective Schreiber was presented with a commendation for an invasion of privacy case.

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

Tammy Cohen, Direction of Recreation and Community Programming presented the Boy Scouts and Cub Scouts troops for a successful inaugural Great American Backyard Campout this past summer and looks forward to the upcoming 2nd year on June 27th.

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

Dr. Clarke Piat, Cub Master showed a brief video of the accomplishments and partnerships that the local troops have formed.

5. Conditional Offer of Employment for Radnor Township Police Officers

Superintendent Colarulo respectfully requests that Dylan Royce be given a conditional offer of employment as Probationary Police Officer. The conditional offer of employment is contingent upon this candidate submitting to and passing a physical and psychological examination, including a drug screening.

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

6. Public Participation

Wendy Kapustin, Brandywine Realty Trust – She requested that the three agenda items (2 relating to the PLO Zoning District and the item pertaining to Medical office parking) be removed for this evening's agenda as they along with Penn Medicine come up with a plan to move forward with the properties in those districts.

Chris Todd, WBA – Thanked Radnor Township for their support with the MusicFest. He also commented about the Philadelphia Art Museum's one to one program that is coming to Wayne; the Kiosks screen brightness and the ongoing power outages in Wayne and how to move forward with PECO.

Jill Huentelman, Garrett Hill 4th of July Committee – Invited everyone in the Township to attend the Garrett Hill 4th of July parade with many activities for all ages.

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.~~

This has been removed from the agenda this evening.

B. Resolution #2015-60 Appointing Township Labor Counsel

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

FINANCE & AUDIT

C. Discussion on the 2014 Audit and Financial Statements – CliftonLarsonAllen

Mark Blair, Chair – CARFAC thanked everyone involved with the 2014 audit. Nancy Gunza, Principal at CliftonLarsonAllen briefly discussed the 2014 audit.

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

Commissioner Fisher made a motion to approve, seconded by Commissioner Nagle. Commissioner Fisher thanked the staff for all of their hard work throughout the process. Commissioner Spingler called the vote, motion passed 7-0.

d. 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.

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

There was a brief discussion amongst Commissioners and the applicant in regards to the certificate. Commissioner Curley made a motion to amend the certificate to include the comments that the heights will be consistent with what was presented at HARB, seconded by Commissioner Nagle.

Commissioner Spingler called the vote on the amendment, motion passed 7-0. Commissioner Spingler called the vote for approval of the certificate as amended, motion passed 7-0.

PUBLIC WORKS & ENGINEERING

F. Caucus (Preliminary/Final) - Villanova Lot Consolidation

Commissioner Schaefer announced that she will not be participating in the discussion or vote because she has a conflict.

Representatives from Villanova University are 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.

Nick Caniglia, Attorney for the applicant stated that this is to merely consolidate the lots and West Lancaster parking lot is all that is intended here. There was a brief discussion amongst Commissioners with the applicant for clarification.

Public Comment

Jane Galli, Barcladen Road – She inquired about the requirement for Park & Rec Fees.

G. Discussion - Draft PLO Amendment- RETTEW Associates

Commissioner Booker made a motion to postpone conversation in regards to the agenda item, seconded by Commissioner Curley.

Representatives from Brandywine Trust again asked for any further discussion about a PLO Amendment are postponed.

Commissioner Spingler called the vote, motion fails 1-6 with Commissioners Curley, Schaefer, Spingler, Higgins, Fisher and Nagle opposed.

There was an in depth discussion amongst Commissioners and Steve Gabriel in regards to his proposed amendment to the PLO Zoning Ordinance. 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. Mr. Gabriel presented a draft amendment for the Board to review.

Commissioner Higgins made a motion to send the proposed draft PLO Amendment to Planning Commission for discussion only, seconded by Commissioner Spingler.

Public Comment

Matt Marshal, Walnut Avenue – He commented in regards to his thought of the process and actions for the PLO Zoning Amendment.

Tom, Penn Medicine – He commented that the property was acquired fee simple.

Commissioner Spingler called the vote, motion passed 5-2 with Commissioners Booker and Curley opposed.

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

Heather Gill, Chair, Stormwater Management Advisory Committee presented the Homeowner Stormwater Rebate Program for single family residences. This can be found on the Township website.

Commissioner Schaefer would like to see the following items on the rebate form so it would be clear to homeowners would be to make it clear that it is a one-time rebate; any of the rebates only apply to newly installed items; measures that are taken in response to an ordinance requirement are not eligible for the rebate. There was a brief discussion amongst the Commissioners in regards to the rebate program; the process that the rebate approval would take with a volunteer board; simplifying the form; the length of time it would take to process a rebate and the types of items eligible for a rebate. There was an agreement amongst the Commissioners that would provide staff the authority to modify the form to meet the intent of the program.

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

Public Comment

Jane Galli, Barcladen Rd. – She commented her disagreement that homeowners with pre-existing Stormwater control is not eligible for a rebate.

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

Heather Gill also commented that this Saturday at 9 AM they will be working on another rain garden here at the Township Building if anyone is interested in helping.

E. BioMed Extension

Removed from the Agenda per the applicant.

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)

Commissioner Curley made a motion to approve, seconded by Commissioner Fisher. Motion passed 6-0 with Commissioner Nagle out of the room.

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

Kevin Kochanski gave a brief overview of the appeal. Nick Caniglia representing the applicant reviewed the project. There was a brief discussion amongst the Commissioners and staff in regards to the need of John Rice to attend.

Commissioner Curley made a motion to authorize John Rice to attend, seconded by Commissioner Fisher. Motion passed 5-2 with Commissioners Spingler and Higgins opposed.

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

Kevin Kochanski gave a background of the need for staff to prepare an amendment to the above reference zoning ordinance. Commissioner Fisher clarified that there is a need to remove the word "private" from the provision referring to "private garages" in the zoning ordinance. The intent was that the garages are to be placed in the rear of the properties.

Commissioner Curley made a motion to authorize staff to amend Zoning Ordinance, Chapter 280, Section 49.12B to clarify the issues regarding the location of garages, seconded by Commissioner Booker.

Public Comment

Phil Ahr, Meredith Ave. – He commented his agreement with the needed changes does reflect the intent of the steering committee.

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

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

Kevin Kochanski gave a background of the need for staff to prepare an amendment to the above reference zoning ordinance.

Commissioner Curley made a motion for staff to investigate and report back to the Board of Commissioners regarding quantifying parking for medical use and potential impacts, seconded by Commissioner Booker. Motion passed 7-0.

F. 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)

Commissioner Booker made a brief presentation in regards to whether all PLO zoning and PLO zoning changes should be centered in Ward 2 or should be distributed to other wards. He requested that zoning amendments are not limited to one ward.

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

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

Commissioner Booker inquired about the effect on revenue. Superintendent Colarulo stated that this is being done at the request of the store owners.

Commissioner Spingler called the vote, motion passed 6-0 with Commissioner Higgins out of the room.

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

Commissioner Schaefer made a motion to introduce, seconded by Commissioner Spingler. Motion passed 6-0 with Commissioner Higgins out of the room.

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

Commissioner Schaefer made a motion to introduce, seconded by Commissioner Spingler. Motion passed 6-0 with Commissioner Higgins out of the room.

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

Commissioner Schaefer made a motion to introduce, seconded by Commissioner Spingler. Motion passed 7-0.

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

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

There was a brief discussion amongst the Commissioners and staff in regards to the condition of the existing park signs; the price for them and the parks board recommendations.

Commissioner Spingler called the vote, motion passed 6-1 with Commissioner Higgins opposed.

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

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

There was a brief discussion amongst the Commissioners and staff in regards to the reasoning behind the need to partner with Jump Start Sports and the assurance that the program will not change but will only get better.

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

LIBRARY

There will be a meeting this week and Commissioner Booker will report back to the Board.

PUBLIC HEALTH

The Board of Health met prior to the Commissioners meeting this evening and they are working on a mission statement and have asked the Commissioners to give them feedback on what they expect from them.

Old Business

Commissioner Schaefer announced that there is a trail summit meeting on June 22, 2015 at 7 PM at the Township Building in the Powy's Room. All are encouraged to attend.

Commissioner Spingler discussed that he would like to see a final vote on Villanova University on July 13th so there will need to be a Special Board of Commissioners meeting prior to then. There was a discussion on available dates. Commissioner Nagle made a motion to hold the meeting on July 7, 2015 at 6:30 PM, seconded by Commissioner Curley. Motion passed 6-1 with Commissioner Booker opposed.

New Business

Commissioner Booker asked for Outlook meeting requests to be sent to him.

Public Participation - None

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

*Respectfully submitted,
Jennifer DeStefano*

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 June 17, 2015 and was attended by; Paul Bazik, Public Works; Lieutenant Christopher B. Flanagan; Officer Raymond Matus and Mark Stiansen, Highway Patrol; Mary Ann Donnelly, Administrative Assistant; and Radnor residents Kristin Page and Tracy Barausky.

**RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALL ROOM,
WEDNESDAY, JUNE 17, 2015, 10:00 AM.**

NEW BUSINESS:

1. Christine Kondra and Bridget Calista request permission to hold the "Turkey Trot" run on Thanksgiving Day, November 26, 2015 as a fundraiser for the Bee Foundation.

This item will be revisited at the Wednesday, July 15, 2015 Staff Traffic meeting.

2. Kristin Page request permission to hold the "Dan's Down Dog and Dash" run/walk on Sunday, October 4, 2015 at Clem Macrone Park.

Staff Traffic Committee recommends the approval of the 3rd Annual Dan's Dog and Dash Run on Sunday, October 4, 2015 beginning at 9:00 am until 11:00 am. Insurance binders will be forwarded. 1 (one) extra duty detail Officer will be required for this event to assist with traffic control.

3. Cosetta Sivieri of 312 North Wayne Avenue requests improvement in the sight distance when she exits her driveway. This would require an extension of the no parking zone at 316 North Wayne Avenue.

Traffic Safety will move the "No Parking Here to Corner" eighty one feet (81) back from the corner of Beechtree Avenue and North Wayne Avenue.

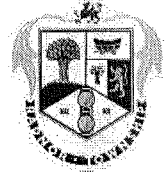
4. Peter Busch has concerns with speeding on Petrie Avenue.

The Public Works Department has placed lime green "Watch Children" signs on Petrie Avenue. In addition, Public Works has placed two (2) playground and two (2) new speed limit signs to alert motorists on Petrie Avenue. Staff Traffic placed a speed board on Petrie Avenue for approximately one month. The average speed on Petrie Avenue was 10 MPH.

5. Reina Anderson has safety concerns with excessive speeding on South Ithan Avenue.

The average speed on South Ithan Avenue was 85% at 39 MPH. Traffic Safety will place traffic counters for one week on the 400 block of South Ithan Avenue. Patrol will conduct speed enforcement and speed boards will be placed for one month.

Radnor Township
PROPOSED LEGISLATION



DATE: July 13, 2015

TO: Board of Commissioners

FROM: William M. White, Director of Finance

LEGISLATION: A motion authorizing the settlement agreement "2015-BPT-01" in the amount of \$128,684.

LEGISLATIVE HISTORY: Beginning in 2010, the Township implemented a policy that requires Board approval of all settlement agreements relating to Act 511 tax cases to help bring as much transparency to the process as legally allowed. Please note that:

Radnor Township may enter into a settlement agreement concerning a business tax assessment. The agreement may (1) establish a mutual understanding of certain issues, such as prospective taxability and calculation of tax; (2) compromise an assessment amount; and/or (3) avoid or end litigation. If an agreement involves an assessment of more than \$3,000, the Board of Commissioners must consider it at a public meeting.

The Pennsylvania Local Taxpayers Bill of Rights Act (Act 50 of 1998) prohibits disclosure of any confidential taxpayer information (except for official purposes or as provided by law). Confidential taxpayer information is defined as any information acquired by the Township as a result of any audit, tax return, report, investigation, hearing or verification. Punishments for unlawful disclosure may include a \$2,500 fine, imprisonment for one year and, if the offender is an officer or employee of a taxing authority, dismissal from office or discharge from employment.

For these reasons, the Township will not disclose any confidential taxpayer information in connection with a settlement agreement of a business tax assessment.

PURPOSE AND EXPLANATION: The Administration and Act 511 auditors and attorneys have worked together with the taxpayer over the past year to develop a settlement that is beneficial to the Township by addressing three concerns: (1) that the tax laws of the Township are recognized and followed, (2) that the settlement results in a fair assessment of the tax liability, and (3) take into consideration the cost of further legal action in light of the amount of tax revenue owed (i.e. the cost vs. benefit analysis).

FISCAL IMPACT: The Taxpayer has agreed to pay \$128,684 to resolve all outstanding issues relating to the BPT liability for tax, interest and penalty for all tax years included in the settlement agreement. The taxpayer has already paid \$68,684 with its 2014 tax return and will pay the remainder of \$60,000 on or before July 31, 2015 following the approval of the settlement agreement being authorized by the Board of Commissioners.

RECOMMENDED ACTION: The Administration respectfully requests the Board of Commissioners to pass the motion authorizing the Tax Settlement Agreement at the July 13, 2015 regular Board of Commissioner meeting.

RESOLUTION NO. 2015-71

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE FIVE YEAR CAPITAL LEASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCE, INC. FOR THE FINANCING OF THE PURCHASED REFUSE TRUCK WITH PLOW, DUMP TRUCKS WITH PLOW AND SPREADER, AND LAWN MOWER

WHEREAS, the Five Year Capital Program, incorporated into the 2015 Budget, included appropriations for the replacement of one (1) Public Works Sanitation “Refuse Truck” with the purchased 2016 7400 SBA 6x4 International Truck Chassis, Leach 25 Yard Refuse Body, and Good Roads Model 120M Snow Plow together the Public Works Sanitation “Refuse Truck with Plow”; and

WHEREAS, the Five Year Capital Program, incorporated into the 2015 Budget, included appropriations for the replacement of two (2) Public Works Highway “Dump Trucks” with the purchased two (2) 2016 7400 4x2 International Cab and Chassis and two (2) Stainless Steel Beau-Roc SSM4 Municipal Dump Body and associated equipment together the Public Works Highway “Dump Trucks with Plow and Spreader”; and

WHEREAS, the Five Year Capital Program, incorporated into the 2015 Budget, included appropriations for the replacement of one (1) Public Works Parks Maintenance Equipment “Lawn Mower” with the purchased Toro Groundmaster 5900, the Public Works Parks Maintenance Equipment “Lawn Mower”; and

WHEREAS, the Five Year Capital Program projected financing the replacement vehicle through a five year capital lease at the conclusion of which, the ownership of the vehicle will become the Township’s; and

WHEREAS, the Board of Commissioners authorized the purchase of the various vehicles being financed at their January 12, 2015 meeting when Resolution 2015-05 was adopted; and

WHEREAS, the Board of Commissioners authorized the Township to solicit requests for proposals for the leasing component of the transaction at the June 15, 2015 Board of Commissioner meeting; and

RESOLUTION NO. 2015-71

Page 2

NOW, THEREFORE, be it hereby ***RESOLVED*** that the Radnor Township Board of Commissioners does hereby authorize the Township to enter into a five year capital lease agreement with US Bancorp Government Leasing and Finance, Inc. at an interest rate of 1.807% APY which results in an annual payment of approximately \$112,503.40, with the first lease payment due on or about January 31, 2016 and annually thereafter until the conclusion of the lease period, at which time the Township will own the equipment outright.

SO RESOLVED this 13th day of July, 2015.

RADNOR TOWNSHIP

By: _____

Name: William A. Spingler

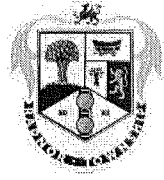
Title: President

ATTEST: _____

Robert A. Zienkowski
Township Manager / Secretary

Radnor Township

PROPOSED LEGISLATION



DATE: July 7, 2015

TO: Board of Commissioners

FROM: William M. White, Director of Finance

LEGISLATION: Resolution 2015-71, under consent agenda, authorizing the financing of four Public Works vehicles/equipment:

- One (1) Public Works Sanitation "Refuse Truck with Plow"
- Two (2) Public Works Highway "Dump Trucks with Plow and Spreader"
- One (1) Public Works Parks Maintenance Equipment "Lawn Mower"

LEGISLATIVE HISTORY:

- (1) The Board of Commissioners authorized the purchase of these vehicles on January 12, 2015, Resolution 2015-05.
- (2) The Five Year Capital Program, incorporated into the 2015 Budget, included capital leases for these four public works vehicles/equipment ("Refuse Truck", "Dump Trucks", and "Lawn Mower"). The lease terms projected a five year payment period with a purchase option of \$1 at the end of the financing.
- (3) On June 15, 2015, the Board passed a motion authorizing the Township to solicit request for proposals (RFPs) for the leasing of the four Public Works vehicles/equipment. The RFP was issued through PennBid on June 17, 2015 and proposals were due on June 30, 2015.

PURPOSE AND EXPLANATION: The purpose of this request is to allow the Administration to finance the four replacement Public Works vehicles/equipment approved earlier this year: (1) Public Works Sanitation "Refuse Truck with Plow", (2) Two (x2) Public Works Highway "Dump Trucks with Plow and Spreader", (3) Public Works Parks Maintenance Equipment "Lawn Mower" all purchased under PA CoStars contracts with financing of a five year capital lease provided by US Bancorp Government Leasing and Finance, Inc.

The four Public Works vehicles/equipment will be purchase from the following vendors in accordance with the several PA Costars contracts and Resolution 2015-05:

Refuse Truck with Plow			
Description	Vendor	Costars Contract	Price
2016 7400 SBA 6x4 International Truck Chassis	G. L. Sayre, Inc.	025-017	\$92,203.28
Leach 25 Yard Refuse Body - Installed	Granturk Equipment Co, Inc	025-046	64,908.00
Good Roads Model 120M Snow Plow	H. A. DeHart & Son	025-052	11,425.00
Subtotal			\$168,536.28
Dump Trucks with Plow and Spreader			
Description	Vendor	Costars Contract	Price (Each)
2016 7400 4x2 International Cab and Chassis	G. L. Sayre, Inc.	025-017	\$80,320.92

Stainless Steel Beau-Roc SSM4 Municipal Dump Body and assoc. equip.	Triad Truck Equipment, Inc.	25-060	65,207.00
Subtotal (for one Dump Truck)			\$145,527.92
Subtotal (for two Dump Trucks)			\$291,055.84
Lawn Mower			
Description	Vendor	Costars Contract	Price
Toro Groundmaster 5900	Turf Equipment and Supply Co.	4400013056	\$77,858.29
Subtotal			\$77,858.29
Grand Total all four vehicles/equipment			<u>\$537,450.41</u>

On June 30, 2015, the Administration received the following proposals from five firms for a five year lease term with a purchase option of \$1 at the end of the financing. Please note that figures below are for *FOUR* vehicles/equipment:

Firm	5 Year	Annual Payment (5 Years)	Total 5 Year
Clayton Holdings, LLC	1.940%	112,876.42	564,382.10
Municipal Leasing Consultants	1.990%	112,998.26	564,991.30
Santander	1.940%	112,858.74	564,293.70
TCF Equipment Finance	2.450%	114,150.00	570,750.00
US Bancorp	1.807%	112,503.40	562,517.00

IMPLEMENTATION SCHEDULE: With the Boards authorization, Township Administration will accept US Bancorp's five year lease proposal. The estimated delivery date of the four vehicles/equipment is approximately January 2016. The first lease payment will be due on January 31, 2016 and annually thereafter for five years.

FISCAL IMPACT: The fiscal impact will be an annual obligation of \$112,503.40 to be paid from the Township's Capital Fund (#05) for years 2016 - 2020. At the conclusion of the lease term, five years, ownership of the vehicles/equipment will be the Township's. If at any point during the lease term, the Board of Commissioners does not appropriate for that particular year's lease payment obligation, the lease contract will be voided with the equipment being forfeited to the financial institution (Non-appropriation Clause).

The Five Year Capital program estimated the aggregate payment for these four vehicles/equipment to be \$132,000 per year over the five year term. The actual payments will be \$112,503.40, resulting in a positive variance in the Capital Plan of \$ 19,496.60 per year from 2016-2020.

Other financing options were considered during the analysis including:

Alternatives	Notes vs. Capital Lease
Operating Lease	More expensive and no ownership at the end of the term
Cash Purchase	Less expensive, but would require more cash than the capital fund has allotted to it for 2015

RECOMMENDED ACTION: The Administration respectfully recommends that the Board authorize the Township to accept US Bancorp Government Leasing and Finance, Inc.'s proposal to provide five year capital lease financing for the purchase of the four Public Works vehicles/equipment.

RESOLUTION NO. 2015-72

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, FURTHER AMENDING THE 2015
WAGE AND SALARY SCHEDULE**

WHEREAS, Section 6.05 of the Radnor Township Home Rule Charter requires that the Board of Commissioners adopt human resource policies and procedures as part of the Township's Administrative Code; and

WHEREAS, the Administrative Code establishes pay-setting practices based upon applicable Federal, State and Township laws; and

WHEREAS, the Board of Commissioners adopted Resolution 2014-121 on December 8, 2014 establishing the 2015 Wage and Salary schedule for all Township employees; and

WHEREAS, the Board of Commissioners has amended Resolution 2014-121 on February 23, 2015 as part of Resolution 2015-28; and

WHEREAS, the Administration is recommending a further amendment the 2015 Wage and Salary Schedule to provide an one-time increase to the position of Supervisor of Parking and Auxiliary Services for increased duties and merit based performance.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby further amend the 2015 Wage and Salary Schedule as follows:

Department	Position	Emp#	Approved 1/1/2015 Rate	Amended Rate (effective 7/13/2015)
Police	Supervisor of Parking and Auxiliary Services	225	\$35.2765	\$36.7188

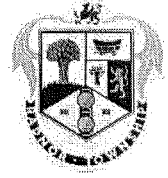
SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of July, 2015.

RADNOR TOWNSHIP

By: _____
Name: William A. Spingler
Title: President

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

Radnor Township
PROPOSED LEGISLATION



DATE: July 1, 2015

TO: Board of Commissioners

FROM: William M. White, Finance Director

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

LEGISLATION: Resolution 2015-72 amending the 2015 Wage and Salary schedule

LEGISLATIVE HISTORY: On December 8, 2014, the Board of Commissioners adopted Resolution 2014-121 establishing the 2015 Wage and Salary schedule for all Township employees. Then, on February 28, 2015, the Board adopted Resolution 2015-28 amending the 2015 Wage and Salary Schedule. This Resolution, 2015-72, would be the second amendment to the 2015 Schedule.

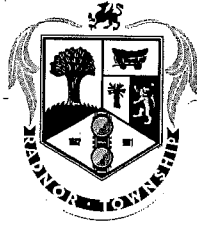
PURPOSE AND EXPLANATION: As discussed with the Board at prior meetings, the Administration is recommending a one-time salary adjustment to the position of Supervisor of Parking & Auxiliary Services, effective on the date of the resolution, based on the increased responsibility assigned to the position and merit based performance.

FISCAL IMPACT: The amount of the proposed adjustment is an annual increase of \$3,000, which equates to an hourly rate increase of \$1.4423 per hour. Given the effective date of the adjustment, assuming a July 13, 2015 approval, the impact to the 2015 budget will be approximately \$1,620 (including payroll taxes).

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt Resolution 2015-72 at the July 13, 2015 Board of Commissioner meeting.

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: JOHNSON BENJAMIN L & MEGHAN B
OWNER ADDRESS: 219 PEMBROKE AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY: 219 PEMBROKE AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2015-12

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

Remove and rebuild 2nd floor roof over master bedroom. Remove alum/vinyl siding and capping and stucco on 2nd floor. Replace with hardie board to match front of home. New windows to match front of home. Remove rear balcony.

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. The cornice line of the new work connect with the cornice line of the flat roof that is behind this piece as an option to the approved as submitted drawings.

ISSUED: Monday, July 13, 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: PRICHARD JEFFREY W & JOYCE E
OWNER ADDRESS: 407 WOODLAND AVE, WAYNE, PA 19087
ADDRESS OF PROPERTY: 407 WOODLAND AV , WAYNE PA 19087
APPLICATION NUMBER: HARB-2015-13

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

ADDITION & RENOVATIONS

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, July 13, 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: REINISH RICHARD J & JACQUELINE
OWNER ADDRESS: 120 LONGWATER DR, NORWELL, MA 02061
ADDRESS OF PROPERTY: 419 OAK LA , WAYNE PA 19087
APPLICATION NUMBER: HARB-2015-14

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

Removal of existing deck and sunporch in rear. Construction of 1 story kitchen and breakfast room addition with mud room connector to existing garage. Raise existing garage 16" and repair as necessary to original.

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, July 13, 2015

TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

William A. Spingler, President

RESOLUTION NO. 2015-77

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, REQUESTING A
MULTIMODAL TRANSPORTATION FUND GRANT
FROM THE COMMONWEALTH FINANCING
AUTHORITY FOR PEDESTRIAN IMPROVEMENTS AT
THE SIGNALIZED INTERSECTIONS OF NORTH WAYNE
AVENUE & POPLAR AVENUE/PENNSYLVANIA
AVENUE, AND NORTH WAYNE AVENUE & WEST
AVENUE/STATION ROAD**

WHEREAS, Radnor Township wishes to apply for a Multimodal Transportation Grant for pedestrian improvements at the aforementioned intersections

WHEREAS, the total cost of the project is \$254,857, and with the Township's 30% share of the project is \$76,457

WHEREAS, the grant amount requested is \$178,400

NOW, THEREFORE, be it *RESOLVED* the Board of Commissioners of Radnor Township does authorize the Engineering Department to apply for said grant, and

NOW, BE IT FURTHER RESOLVED the Board of Commissioners hereby designate Robert A. Zienkowski, Manager/Secretary, and William White, Finance Director, to execute all documents and agreements between the Township of Radnor and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant, and

NOW, BE IT FURTHER RESOLVED, I, William A. Spingler, duly qualified President of the Radnor Township Board of Commissioners, Delaware County, PA, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by a majority vote of the Board of Commissioners at a regular meeting held on July 13, 2015, and said Resolution has been recorded in the minutes of the Township of Radnor, and remains in affect a of this date.

SO RESOLVED this 13th day of July, A.D., 2015

RADNOR TOWNSHIP

By:

Name: William A. Spingler

Title: President

ATTEST:

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: July 7, 2015

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William R. White, Finance Director
Amy Kaminski, PE, PTOE

LEGISLATION: Resolution #2015-77: Multimodal Transportation Fund Grant Application for Pedestrian Improvements at the Signalized Intersections of North Wayne Avenue & Poplar Avenue/Pennsylvania Avenue, and North Wayne Avenue & West Avenue/Station Road

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

PURPOSE AND EXPLANATION: The Multimodal Transportation Fund Grant could fund pedestrian improvements at the above noted intersections. The grant requires the Township to fund 30% of the project. If the Board approves the grant application, there are \$8,000 in non-refundable costs required for preliminary engineering and grant application tasks, with the total cost of the entire project is estimated at \$254,857. A total contribution from the Township of \$76,457, the grant requested is \$178,400, totaling \$254,857.

Amy Kaminski, the Township's appointed Traffic Engineer, will be on hand to discuss with the Board of Commissioners the actual proposed improvements.

IMPLEMENTATION SCHEDULE: If approved by the Board of Commissioners, the grant application work will be started immediately, as the grant is due July 31st.

FISCAL IMPACT: The Township's cost is \$76,457, plus \$8,000 in non-refundable costs, for a total of \$84,457. The actual account, along with the budget, will need to be determined if the Board of Commissioners elects to proceed with the grant application.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners authorize the Multimodal Transportation Fund Grant Application for Pedestrian Improvements at the Signalized Intersections of North Wayne Avenue & Poplar Avenue/Pennsylvania Avenue, and North Wayne Avenue & West Avenue/Station Road

MOVEMENT OF LEGISLATION: It is being requested the Board of Commissioners approve the attached resolution.

**RESOLUTION 2015-75 (AMENDING RESOLUTION 2015-17)
RADNOR TOWNSHIP**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA AMENDING RESOLUTION 2015-17 AUTHORIZING THE TOWNSHIP TO ENTER INTO AN AGREEMENT FOR RECREATION AND COMMUNITY PROGRAMMING DEPARTMENT USAGE OF RADNOR TOWNSHIP SCHOOL DISTRICT TRANSPORTATION SERVICES FOR RADNOR DAY CAMP 2015.

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

WHEREAS, the Township annually offers the Radnor Day Camp six-week program to the Radnor Township community with school bus transportation services including service to and from the camp for participants and weekly transportation services for trips and events;

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 would like to work with Radnor Township School District to provide transportation services for Radnor Day Camp and anticipates that the agreement to do so for summer 2015 will result in a payment to Radnor Township School District that will exceed the \$7,500 threshold stipulated by the Home Rule Charter and therefore will require Board approval; and

WHEREAS, the Township collects fee based revenue from program participants that are aligned to cover the full cost of the proposed agreement included in this Resolution; and

WHEREAS, the Township previously approved Resolution 2015-17 authorizing the Township to enter into an agreement for Recreation and Community Programming Department usage of the Radnor Township School District Transportation Services for Radnor Day Camp 2015 in an amount not to exceed \$22,000; and

WHEREAS, after approval of Resolution 2015-17, Radnor Township School District increased the driver rates for the Transportation Department and therefore impacts the overall cost of transportation services for Radnor Day Camp 2015.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby authorizes the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor Township School District transportation services for Radnor Day Camp 2015 which is not expected to exceed \$28,000.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of July, 2015.

RADNOR TOWNSHIP

By:

Name: William A. Spingler
Title: President

ATTEST:

Robert A. Zienkowski
Township Manager/Secretary


Radnor Township



PROPOSED LEGISLATION

DATE: July 7, 2015

TO: Board of Commissioners

FROM: Tammy Cohen, Director of Recreation & Community Programming 

LEGISLATION: Resolution 2015-75 Amending Resolution 2015-17 - Authorizing the Township to enter into an agreement for Recreation & Community Programming Department usage of Radnor Township School District transportation services for Radnor Day Camp 2015.

LEGISLATIVE HISTORY: This is an amendment to Resolution 2015-17 – Authorizing the Township to enter into an agreement for transportation services for Radnor Day Camp with Radnor Township School District for the Summer 2015. The purpose for the amendment is to reflect the anticipated increase in fees that have been set by Radnor Township School District relative to the salaries and wages within its Transportation Department that are set to go into effect July 1, 2015. Since the transportation services agreement for the program is anticipated to exceed \$7,500, the Charter requires that the Board formally approved the agreement.

PURPOSE AND EXPLANATION: The Recreation & Community Programming Department would like to enter into an agreement with Radnor Township School District for transportation services for Radnor Day Camp for the summer 2015. It is anticipated that the transportation agreement for the program is anticipated to exceed \$7,500. This is due to the level and amount of transportation services for the program requiring the use of school bus services for daily transportation to and from the camp along with the school bus services for the weekly trips and events that are offered to campers. The purpose for the resolution is to satisfy the Charter requirement that any agreement that exceeds \$7,500 must be formally approved by the Board of Commissioners.

FISCAL IMPACT: The impact of the transportation services agreement with Radnor Township School District is that it is anticipated that the contract will exceed \$7,500 and that the final cost will be directly covered by programming sales generated from the registration fees for Radnor Day Camp. The anticipated cost for the Radnor Township School District transportation services has been budgeted under the *Recreation Programming – Programs* area of the Township 2015 Budget under *Contractual Services: Rentals*. The purpose for the amendment is to reflect the anticipated increase in fees that have been set by Radnor Township School District relative to the salaries and wages within its Transportation Department that are set to go into effect July 1, 2015. This increase is expected to be approximately \$6,000 more as a result of the increase in fees that have been set by the District.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the July 13th, 2015 Board of Commissioner's Meeting.

Appointments to
Various Boards &
Commissions

Recognition of
Commissioner Bill Spingler
for three decades of public
service to the Radnor
Township Community

Public Participation

Memorandum

To: Board of Commissioners
From: Stephen F. Norcini, PE
CC: Robert A. Zienkowski, Township Manager
Roger Phillips, PE, Township Engineer
Amy Kaminski, PE, PTOE, Township Traffic Engineer
Date: 7/8/2015
Re: 240 Radnor Chester Road - Stormwater Management Ordinance Waiver Request

Before the Board of Commissioners tonight is the applicant, Sheldon Gross, his civil engineer, Alex Tweedie, PE, of Nave Newell, and his attorney, Nicholas Caniglia.

The applicant is proposing an entrance and driveway redesign for his property at 240 Radnor Chester Road. This property is directly across from Raider Road, and is the third leg of the proposed traffic signal and intersection improvements being undertaken by the Township and the Radnor Township School District.

The applicant is before the Board tonight to request a waiver from the Township's 2005 Stormwater Management Ordinance. The applicant is providing visuals for the Board, and our consulting staff is on deck to provide additional information to the Board in regards to the stormwater requirements and traffic signal/intersection improvements.



May 18, 2015

VIA FEDEX NEXT AM

William A. Spingler
Board of Commissioners - President
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

**Reference: 240 Radnor Chester Road Driveway Relocation - Waiver Request
Radnor Township, Delaware County, PA
Nave Newell No. 2013-111.00**

Dear Mr. Spingler:

In accordance with the Township Engineer review letter, we are hereby requesting a waiver from the Stormwater Management Ordinance. Please find the waiver justifications below.

Section 245-5 & 6 – Applicability/Regulated Activities & Exemptions

The Applicant is requesting a waiver from the Stormwater Management Applicability provisions of Chapter 245, and is requesting that the driveway relocation project be exempted from Stormwater Management. The proposed project is a result of Township and School District improvements to Radnor Chester Road that has created a hardship for and impact to the subject property. In order for the Applicant to maintain access to and from their property, a driveway relocation is required at significant cost and no additional benefit to the land owner.

The Applicant has met with Township Staff relative to these improvements and has limited impervious coverage to the greatest extent possible while realigning the property's access with the new traffic signal and turn lanes. In addition to the burden to the property owner, an existing sanitary sewer easement across the property frontage restricts the area adjacent to the driveway relocation from providing Stormwater Management.

As a result of a Site Visit with the Township Engineer to review the sanitary easement restrictions, we agreed to provide a surface "bio-swale" to offset any impacts from the additional impervious area created by the driveway relocation.

Should you have any questions with respect to this request, please contact me at (610)265-8323 or via email at atweedie@navenewell.net.

Sincerely,

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

D. Alexander Tweedie, P.E.

DAT/jjh
Enclosures

K:\13Proj\13111\RevResp\Township\Grading_Permit\13111_Spingler_Waiver Req_15-05-18.docx

RESOLUTION NO. 2015-76

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING KIMMEL -
BOGRETTE ARCHITECTURE AND SITE,
INCORPORATED, TO PROVIDE PROFESSIONAL
DESIGN SERVICES FOR THE RADNOR MEMORIAL
LIBRARY EXPANSION PROJECT**

WHEREAS, the Radnor Memorial Library expansion project requires professional building design services

WHEREAS, Kimmel Bogrette Architecture and Site, Incorporated has submitted a cost proposal in the amount \$308,250 for said services

WHEREAS, the Township's share of this cost is \$88,250, and the Library's share is \$220,000

NOW, THEREFORE, be it *RESOLVED* the Board of Commissioners award the Radnor Township Memorial Library Professional Services Contract to Kimmel-Bogrette Architects and Site, Incorporated, in the amount of \$308,250.

SO RESOLVED this 13th day of July, A.D., 2015

RADNOR TOWNSHIP

By: _____
Name: William A. Spingler
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: July 7, 2015

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William R. White, Finance Director
John Rice, Solicitor
Anny Laepple, Director of the Radnor Memorial Library

LEGISLATION: Resolution #2015-76: Authorizing Kimmel - Bogrette Architecture and Site, Incorporated, to Provide Professional Design Services for the Radnor Memorial Library Expansion Project

LEGISLATIVE HISTORY: In 2013, the firm of Kimmel Bogrette Architecture and Site, Incorporated, was chosen to prepare the Radnor Memorial Library Feasibility Study. The firm has subsequently been chosen to provide design services for the library expansion.

PURPOSE AND EXPLANATION: Township staff, Library personnel, and the Township Solicitor have been working with the consultant to complete a professional services contract (attached) for the professional building design services at the library. The contract is broken down in two sections: the "grant portion", which is specific to ADA compliant restrooms and an elevator, and full buildout.

Building Design & Permitting Costs	Payer
Grant Portion (ADA restrooms, elevator)	\$88,250 (50% matching grant, net to Township \$44,125)
Full Build Out	\$220,000 (Radnor Memorial Library)
TOTAL Building Design & Permitting	\$308,250.

The Purpose of this legislation is to authorize the execution of the contract with Kimmel - Bogrette Architecture and Site, Incorporated, with the Township's share being \$88,250 (with a net to the Township of \$44,125 after grant reimbursement), and the Library funding \$220,000, for a total of \$308,250.

I wish to inform the Board that there will be additional civil engineering and inspection costs: Site Survey, Underground Utility Survey, Geotechnical Engineering, On-site Owner's Representation, outside of this contract, that may be in the \$100,000-\$125,000 range. This cost proposal will be brought to the Board of Commissioners at an upcoming meeting.

IMPLEMENTATION SCHEDULE: If approved by the Board of Commissioners, the contract will be executed immediately.

FISCAL IMPACT: The Township's cost is \$88,250, with a 50% matching grant, for a net exposure to the Township of \$44,125, funded from account 05-403-4821.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners award the Radnor Township Memorial Library Professional Services Contract to Kimmel-Bogrette Architects and Site, Incorporated, in the amount of \$308,250.*

MOVEMENT OF LEGISLATION: It is being requested the Board of Commissioners approve the attached resolution.



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18th day of February in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

and the Architect:
(Name, legal status, address and other information)

Kimmel Bogrette Architecture + Site, Inc.
151 East 10th Avenue
Conshohocken, PA 19428

for the following Project:
(Name, location and detailed description)

Radnor Library Expansion and Renovation as per Exhibit A
114 West Wayne Avenue
Wayne, PA 19087

The Owner and Architect agree as follows. The Memorial Library of Radnor Township, Board of Trustees, referenced elsewhere in this document as Library, is a third party beneficiary of this agreement and is included as part of the Owner's team.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in Exhibit A attached, plus the Initial Information as follows:

Owner's independent Consultants identified so far by the Library are :

- Delaware County Library System---network, public computers, catalog computers, circulation and staff computers
- Spidernet---Library network (wireless, wired and Business Manager's Computers)
- Security Online---burglary and fire alarms, security cameras
- Visual Sound---AV and sound equipment in Winsor Room
- Windstream---telephone system/intercom system

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

To be determined following the completion of the Schematic Design Phase and the Owner's securing of funding

- .2 Substantial Completion date:

To be determined as per .1 above.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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schedule, the Architect's services and the Architect's compensation. Architect's compensation and schedule will adjust after approval of Owner and Library.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify Martin and Sherri Kimmel as representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence, \$2,000,000 general aggregate

.2 Automobile Liability

\$500,000 combined single limit

.3 Workers' Compensation

\$500,000

.4 Professional Liability

\$1,000,000 per claim, \$2,000,000 aggregate limit

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical and plumbing engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner and the Library.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The schedule for services is attached as Exhibit C.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES: Completed as per Exhibit A.

(Paragraphs deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design, the Architect shall review the concept with the current board members and administration and revise the documents to reflect changes (if any) Upon approval of the changes, the Architect shall prepare Design Development Documents for the Owner's and Library's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work via a third party estimating consultant to be selected by the Architect.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner and Library of any adjustments to the estimate of the Cost of the Work.

3.3.4 After completion of the Design Development Phase, the Architect will pause in its services until the Owner and Library authorize (based on funding) the commencement of the Construction Documents Phase services. If the Owner requires a pause of more than 90 days, the resumption of services shall provide an equitable increase in the fees as per Section 9.2.

3.3.5 At the end of the pause, the architect will receive the Owner's and Library's approval to proceed with Construction Documents or their instruction to revise the Design Development Documents because of the availability of funds. The Design Development Phase will continue until the Design Development Documents are approved. Changes due to funding are Additional Services under the Contract.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and

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Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders; including blueprints of current building.
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; arranging times and dates for a prebid meeting and walk through in coordination with the Owner and the Library.
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .6 organizing the bidding and Construction Documents for Multiple Prime Contracts

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Library (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner or the Library, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner or the Library to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Completed Per Exhibit A&B	
§ 4.1.2 Multiple preliminary designs	Completed Per Exhibit A&B	
§ 4.1.3 Measured drawings	Completed Per Exhibit A&B	
§ 4.1.4 Existing facilities surveys	Completed Per Exhibit A&B	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Completed Per Exhibit A&B	
§ 4.1.6 Building Information Modeling (E202™-2008)	NP	
§ 4.1.7 Civil engineering	A Basic	
§ 4.1.8 Landscape design	A Basic	
§ 4.1.9 Architectural Interior Design (B252™-2007)	A Basic	
§ 4.1.10 Value Analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	A Basic	
§ 4.1.12 On-site Project Representation (B207™-2008)	TBD/NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-Designed Record drawings	A Basic	
	NP/by GC	Architect is to require Contractor to provide these to Owner via the Project Specifications.
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation	NP/NA	
§ 4.1.17 Facility Support Services (B210™-2007)	NP/NA	
§ 4.1.18 Tenant-related services	NP/NA	
§ 4.1.19 Coordination of Owner's consultants	A Basic	
§ 4.1.20 Telecommunications/data design and installation	O	
§ 4.1.21 Security Evaluation and Planning (B206™-2007) and installation	O	

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§ 4.1.22	Commissioning (B211™-2007)	NP/NA	
§ 4.1.23	Extensive environmentally responsible design	NP/NA	
§ 4.1.24	LEED® Certification (B214™-2012)	NP/NA	
§ 4.1.25	Fast-track design services	NP/NA	
§ 4.1.26	Historic Preservation (B205™-2007)	NP/NA	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	A Upon request	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Services indicated with A (Basic) are included under Section 3.

§ 4.3 Additional Services may be provided after execution of this Agreement, including 4.1.27 (above) without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method except as provided for in 3.3.5 and 6.5;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Deleted
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing beyond six (6) such meetings, and provided that the topic is at the front or near front of the agenda at such meetings.
8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Deleted
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty-five (35) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, not including the 90 day pause in 3.3.4, through no fault of the Architect, extension of the Architect's services beyond that time shall be negotiated and compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. After receipt of this written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner has the right to change this designation for convenience from time to time.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner and the Library shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts

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between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner and the Library shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner

§ 6.2 The Owner's budget for the Cost of the Work is provided in the RFP for the Feasibility Study and the Feasibility Study, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques

§ 6.4 If the Bidding Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect will then prepare a revised Cost of the work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a perpetual nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar perpetual nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, or to do work on the building and its systems after the project is completed. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

Init.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

Init.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services will be equitably adjusted.

§ 9.2 If the Owner suspends the Project other than is allowed in 3.3.4, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or as allowed in 3.3.4, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus a sum equal to 15% of the remaining unbilled fee for basic services.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

Deleted

(Paragraph deleted)

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Except as provided in 12 herein Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as may be required by applicable law, regulation or similar legal requirements.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump sum \$ 232,000 Non-Grant work plus \$88,250 for Grant-related work equals.

\$320,250 Total Lump Sum Fee

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump sum as agreed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows

Design Development Phase	percent (%)
Construction Documents	percent (40	%)
Phase	percent (40	%)
Bidding or Negotiation Phase	percent (2	%)
Construction Phase	percent (18	%)
Total Basic Compensation	one hundred percent (100	%)

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User Notes:

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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Attached as Exhibit B

Employee or Category	Rate
Attached as Exhibit B	

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraphs deleted)

- .7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred, not to exceed \$15,000.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

15% of the contract amount remaining unpaid as of the date of termination.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of twenty thousand dollars (\$ 20,000.00) shall be made within fifteen (15) days of the execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

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the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Exhibits A, B and C are attached and incorporated into this agreement.

12.2 It is understood that the Board of Trustees of Memorial Library of Radnor Township is a third party beneficiary of this agreement and will be included as part of the Owner's Team.

12.3 It is understood that grants will be used to fund a portion of the project and the Architect will cooperate in submitting grant required information as well as isolating and allocating costs as part of Basic Service

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A: 12.12.13 Revised Radnor Memorial Library Program Report from Feasibility Study

Exhibit B: Kimmel Bogrette 2015 Rate Schedule

Exhibit C: General Schedule of project

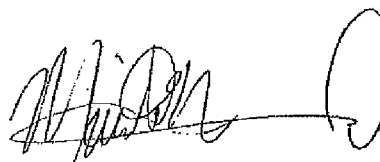
This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Printed name and title)



(Signature)

Martin D. Kimmel, AIA, NCARB President

(Printed name and title)

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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 redesignating parking meter space numbers with kiosk space numbers as follows:

Meter No.	Location
<u>11</u>	<u>West Avenue</u>
<u>19</u>	<u>North Wayne Lot</u>
<u>20</u>	<u>North Wayne Lot</u>
<u>21</u>	<u>North Wayne Lot</u>
<u>435</u>	<u>North Wayne Lot</u>
<u>580</u>	<u>Louella Lot</u>
<u>EL5</u>	<u>108 East Lancaster Avenue</u>
<u>EL63</u>	<u>163 East Lancaster Avenue</u>
<u>GB36</u>	<u>Glenbrook Lot</u>
<u>GB24</u>	<u>Glenbrook Avenue</u>
<u>GB27</u>	<u>Glenbrook Avenue</u>
<u>NW39</u>	<u>128 North Wayne Avenue</u>
<u>WL9</u>	<u>123 West Lancaster Avenue</u>
<u>WW1</u>	<u>West Wayne Avenue</u>
<u>WW10</u>	<u>West Wayne Avenue</u>

Space No.	Location
<u>33</u>	<u>Bellevue Avenue</u>
<u>57</u>	<u>Bellevue Avenue</u>
<u>260</u>	<u>West Avenue</u>
<u>285</u>	<u>North Wayne Lot</u>
<u>286</u>	<u>North Wayne Lot</u>
<u>287</u>	<u>North Wayne Lot</u>
<u>261</u>	<u>North Wayne Lot</u>
<u>430</u>	<u>Louella Lot</u>
<u>591</u>	<u>108 East Lancaster Avenue</u>
<u>538</u>	<u>163 East Lancaster Avenue</u>
<u>833</u>	<u>Glenbrook Lot</u>
<u>769</u>	<u>Glenbrook Avenue</u>
<u>772</u>	<u>Glenbrook Avenue</u>
<u>202</u>	<u>128 North Wayne Avenue</u>
<u>123</u>	<u>123 West Lancaster Avenue</u>
<u>598</u>	<u>West Wayne Avenue</u>
<u>649</u>	<u>West Wayne Avenue</u>
<u>700</u>	<u>South Wayne Lot</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 day of , 2015.

RADNOR TOWNSHIP

By: _____
Name: William A. Spingler
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

[] = Delete ___ = Add

LEGAL NOTICE

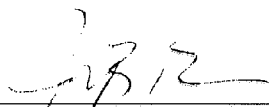
Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, amending the Code of the Township of Radnor, Chapter 270, Section 270-31, Special Purpose Parking Zones to establish handicapped zones and re-designate parking meter space numbers with kiosk space numbers.

The Board of Commissioners will hold a public hearing on July 13, 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**

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on July 13, 2015.



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

ORDINANCE NO. 2015-08

**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 amended establishing a new handicapped parking zone as follows:

Name of Street	Location
Station Road	North Wayne Lot Spaces 321 & 322

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

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 the Code of the Township of Radnor, Chapter 270, Section 270-31, Special Purpose Parking Zones on Station Road.

The Board of Commissioners will hold a public hearing on July 13, 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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on July 13, 2015.



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

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:

Stop Sign On:	Direction of Travel:	Intersection With:
Pine Tree Road	Both	Woods Lane
Pine Tree Road	Both	Spruce Tree Road

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

LEGAL NOTICE

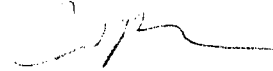
Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, amending the code of the Township of Radnor, Section 270-16, Stop Intersections for Pine Tree Road and Woods Lane and Pine Tree Road and Spruce Tree Road.

The Board of Commissioners will hold a public hearing on July 13, 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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on July 13, 2015.



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

ORDINANCE NO. 2015-_____

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 255, RADNOR TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE, ARTICLE V, DESIGN STANDARDS, SECTION 255-43.1, PARK AND RECREATIONAL LAND AND FEE REQUIREMENTS BY REDEFINING THE BASIS FOR CALCULATING THE FEES-IN-LIEU-OF DEDICATION AND REVISING OTHER RECREATION LAND REQUIREMENTS IN ACCORDANCE WITH ACT 135 OF 2014

PREAMBLE

Upon recommendation of the Radnor Township Park and Recreation Board, the Radnor Township Planning Commission and the Delaware County Planning Commission, the Radnor Township Board of Commissioners hereby ENACT and ORDAIN the following:

ARTICLE I Park and Recreational Land and Fee Requirements

Section 225-43.1.B, Park and Recreational Land and Fee Requirements, is hereby amended as follows:

B. Park and recreational land dedication requirements.

- (1) For all residential subdivisions or land developments involving a total of four (4) or more lots and/or dwelling units, a minimum of 1,440 square feet of suitable park and recreation land shall be provided per dwelling unit within such subdivision/land development, unless the developer agrees to a fee-in-lieu-of \$3,307.00 per dwelling unit (existing or proposed).
- (2) For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreational area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee-in-lieu-of \$3,307.00 per 6,400 square feet of floor area (existing or proposed).
- (3) For the purpose of this Section, floor area is defined as the sum of all horizontal floor area(s) of a building or group of buildings on a lot, measured from the exterior faces of the building or from the center line of party walls separating two buildings.
- (4) This recreation land dedication requirement shall in no way diminish, supersede, or be satisfied by any other requirement for recreation lands, open space, or buffers set forth in

this Chapter or any other Chapter of the Township Code, including, but not limited to, Chapter 280, the Township Zoning Ordinance.

ARTICLE II Park and Recreational Land and Fee Requirements

Section 225-43.1.E, Park and Recreational Land and Fee Requirements, is hereby amended as follows:

- E. Fee-in-lieu-of dedication. Where the Township determines that the dedication of the land required for recreation purposes is not feasible under the criteria set forth in this Section, and upon agreement with the applicant or developer, the applicant or developer shall pay a fee-in-lieu of dedication of any such land to the Township in compliance with the following:
- (1) The fee for residential subdivisions or land developments shall be \$3,307 per dwelling unit (existing or proposed), which is based upon the estimated value of the land that would have to be dedicated for each dwelling unit.
 - (2) The fee for nonresidential subdivisions or land developments shall be \$3,307 per 6,400 square feet of floor area (existing or proposed), or portion thereof, which is based upon the estimated value of the land that would have to be dedicated for that amount of floor area.
 - (3) Limitations on Use of Fees.
 - (a) Any recreation fees collected under this Section shall be placed within an interest bearing "Recreation Fee Account" which shall function as a capital reserve fund and shall be accounted for separately from other Township funds. The funds may be used for the purpose of providing, acquiring, operating, or maintaining park or recreational facilities reasonably accessible to the contributing development.
 - (b) The amount and location of land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park and recreational facilities by future inhabitants of the residential, non-residential or institutional development or subdivision.
 - (c) Fees required under this Section shall be paid prior to the recording of the applicable final plan or as determined by the Commissioners.
 - (4) Upon request by the party who paid the fee, the Township shall refund such fee, plus interest accumulated thereon from the date of payment if the Township has utilized the fee paid for purposes other than as set forth in this Section.
 - (5) The above-listed fees-in-lieu-of dedication may be revised from time-to-time by separate Resolution of the Board of Commissioners.

ARTICLE III Repealer.

All ordinance or parts of ordinances which are inconsistent herewith are hereby repealed.

ARTICLE IV 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 part 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 V 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:
Title:

ATTEST: _____
Robert A. Zienkowski, Secretary