

BOARD OF COMMISSIONERS

AGENDA

Monday, August 17, 2015 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session on August 3, 2015; August 10, 2015 and preceding the Board of Commissioners meeting of August 17, 2015

1. Consent Agenda

- a) Disbursement Review and Approval: 2015-07B, 2015-07C, 2015-07D, 2015-07E, 2015-08A
- b) Acceptance of Staff Traffic Committee Meeting Minutes – July 15, 2015
- c) Approval of minutes for Board of Commissioners meeting of July 7, 2015; July 13, 2015 & July 27, 2015
- d) Resolution #2015-90 - Adopting a medical opt-out policy for non-union township employees
- e) Resolution #2015-79 - Further amending the 2015 Wage and Salary Schedule
- f) Resolution #2015-81 - Renewing the Township's property, general liability, auto, police professional, public officials, employee practice, and umbrella insurance coverages for the period beginning August 1, 2015 through August 1, 2016
- g) Resolution #2015-83 - Philadelphia Area Independent School Business Officers Association (PAISBOA) Lease Renewal
- h) Resolution #2015-84 - Awarding the 2015 Superpave Asphalt Street Resurfacing Program
- i) Resolution #2015-85 - Awarding the Marlbridge Road Culvert Replacement Project
- j) Resolution #2015-86 - Authorizing the Sale of Surplus Police Vehicles
- k) Resolution #2015-87 - Award of the Annual Road De-Icing Salt Contract

2. Appointments to Various Boards & Commissions

3. Motion to approve the Sports Legends of Delaware County and the Mickey Vernon Sports History Museum at the Radnor Township Building

4. Motion to approve the proposed Radnor Township Police Department Organization Chart

5. Promotions and Appointments within the Radnor Township Police Department

6. Public Participation

7. Committee Reports

FINANCE & AUDIT

A. Ordinance #2015-12 - Amending the 2015 Appropriation Budget to include appropriations for the Clem Macrone Park Improvement Project

PUBLIC WORKS & ENGINEERING

B. Appeal of the July 22, 2015 Shade Tree Commission's decision regarding the removal of six(6) White Pine trees at the 115 Strafford Avenue Development

C. **Caucus - Final Plan Approval – 212/216 Bloomingdale - Settlement Agreement**

PUBLIC SAFETY

- D. Resolution #2015-88 - Authorizing Radnor Township to Declare a State of Local Emergency within Radnor Township
- E. Discussion of Installation of Cell Towers on Public Property *(By Commissioner Request)*

COMMUNITY DEVELOPMENT

- F. Inter-County Municipal Liquor License Transfer

PERSONNEL & ADMINISTRATION

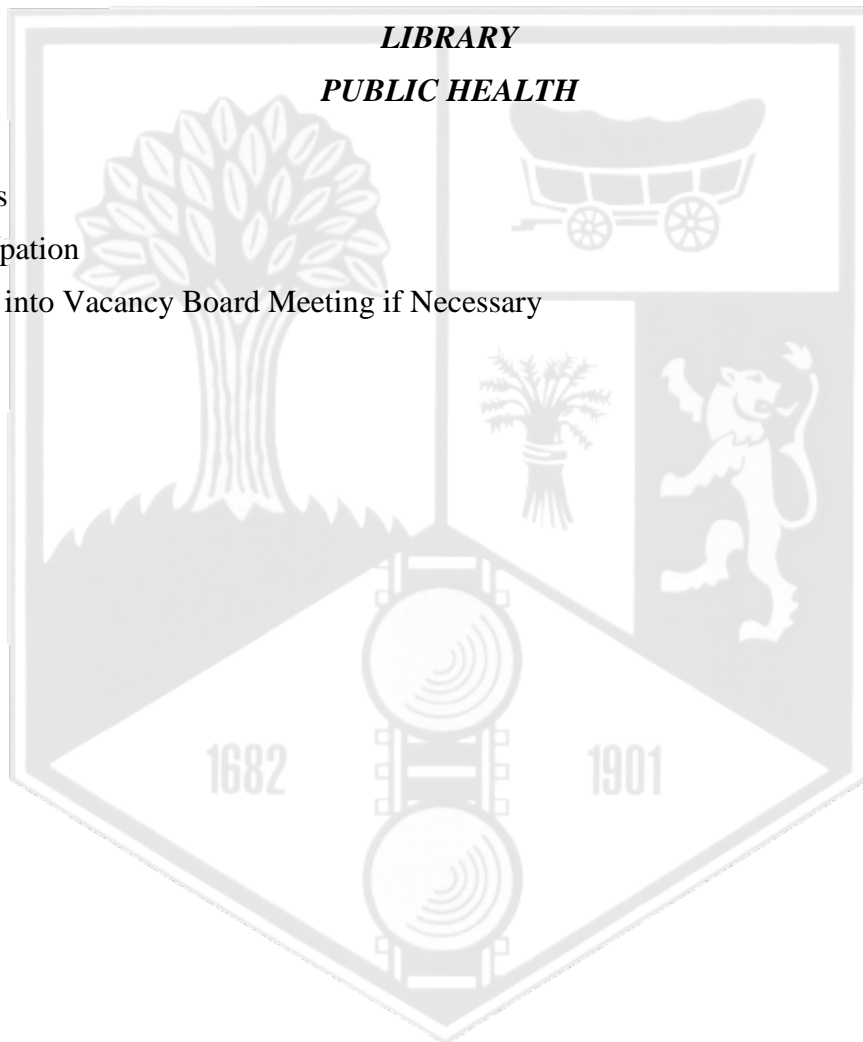
- G. Appointment to Commissioner 3rd Ward Vacant Seat
- H. Election of President and Vice President

PARKS & RECREATION

LIBRARY

PUBLIC HEALTH

- Old Business
- New Business
- Public Participation
- Adjournment into Vacancy Board Meeting if Necessary
- Adjournment



RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
August 17, 2015

The table below summarizes the amount of disbursements made since the last public meeting held on June 9, 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>

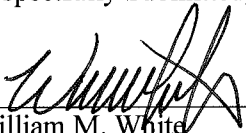
Fund (Fund Number)	2015-7B July 9, 2015	2015-7C July 17, 2015	D2015-7D July 24, 2015	2015-7E July 27, 2015	2015-7F July 31, 2015	2015-8A August 7, 2015	Total
General Fund (01)	371,167.56	111,856.21	66,934.29	0.00	85,389.38	268,709.30	\$904,056.74
Sewer Fund (02)	25,115.48	3,761.82	748.04	0.00	560.07	3,471.28	33,656.69
Storm Sewer Management (04)	0.00	0.00	200.00	0.00	0.00	9,575.00	9,775.00
Capital Improvement Fund (05)	4,000.00	0.00	36,754.49	100.00	16,800.98	58,634.00	116,289.47
Police Pension Fund (07)	0.00	0.00	3,359.86	0.00	0.00	0.00	3,359.86
Civilian Pension Fund (11)	0.00	0.00	2,716.35	0.00	0.00	0.00	2,716.35
Investigation Fund (12)	0.00	290.11	0.00	0.00	0.00	0.00	290.11
Grants Fund (16)	0.00	0.00	0.00	0.00	8,435.25	0.00	8,435.25
Police K-9 Fund (17)	0.00	61.98	0.00	0.00	100.00	0.00	161.98
\$8 Million Settlement Fund (18)	0.00	0.00	0.00	0.00	0.00	3,101.88	3,101.88
The Willows Fund (23)	0.00	0.00	0.00	0.00	296.63	0.00	296.63
Total Disbursements	\$400,283.04	\$115,970.12	110,713.03	100.00	111,582.31	343,491.46	\$1,082,139.96
<i>Electronic Disbursements</i>	n/a	n/a	n/a	n/a	n/a	n/a	1,554,403.43
Grand Total	\$400,283.04	\$115,970.12	\$110,713.03	100.00	111,582.31	\$343,491.46	\$2,634,543.39

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 September 14, 2015

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	9/1/2015	8/15 Credit Card Revenue Processing Fees	\$3,000.00 *
Payroll [Pension] Transaction - Estimated	07-492-4980	9/1/2015	9/15 Police Pension Payments	\$171,497.64
Payroll [Pension] Transaction - Estimated	11-495-4980	9/1/2015	9/15 Civilian Pension Payments	\$133,705.79
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
Payroll [Bi-Weekly] Transaction - Estimated	01-various	8/27/2015	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	8/27/2015	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	8/27/2015	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	9/10/2015	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	9/10/2015	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	9/10/2015	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Period Total				\$1,554,403.43

Submitted:



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

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

Original Estimate			Actual Amount
\$400,000.00	7/16/2015	Salaries and Payroll Taxes - General Fund	\$424,365.26
\$15,000.00	7/16/2015	Salaries and Payroll Taxes - Sewer Fund	\$13,757.95
\$400.00	7/16/2015	Salaries and Payroll Taxes - K-9 Fund	\$271.28
\$415,400.00			\$438,394.49
\$400,000.00	7/30/2015	Salaries and Payroll Taxes - General Fund	\$440,621.77
\$15,000.00	7/30/2015	Salaries and Payroll Taxes - Sewer Fund	\$13,530.01
\$0.00	7/30/2015	Salaries and Payroll Taxes - Willows Fund	\$447.23
\$400.00	7/30/2015	Salaries and Payroll Taxes - K-9 Fund	\$135.64
\$415,400.00			\$454,734.65
\$171,497.64	8/1/2015	Police Pension Payroll	\$171,497.64
\$133,705.79	8/1/2015	Civilian Pension Payroll	\$133,705.79
\$305,203.43			\$305,203.43

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 July 15, 2015 and was attended by Commissioner John Nagle; Paul Bazik, Public Works - Superintendent of Operations, Lieutenant Christopher Flanagan; Officers Alex Janoski, Raymond Matus, and Mark Stiansen, Highway Patrol; Vera DiMaio, Administrative Assistant; and Radnor residents.

RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALL ROOM, WEDNESDAY, JULY 15, 2015, 10:00 AM.

NEW BUSINESS:

1. Chris Hatch is requesting additional measures to help roadway safety on Petrie Avenue, i.e., lowering the speed limit to 15 MPH, placing a "No Thru Traffic" sign and providing police presence at the end of the street.

Highway Patrol gave an overview of signage on Petrie Avenue (16 total signs) and states there is adequate signage on Petrie Avenue. Highway Patrol gave results of traffic study on street. The average speed was 14 MPH and 85th percentile speed was 21 MPH. Highway Patrol suggests a Petition be signed by all neighbors approving the "No Thru Traffic" sign to be placed on Petrie Avenue and have it submitted and approved by the Board of Commissioners at a future meeting. A petition was given to Mr. Hatch by Radnor Police Department.

2. Stop sign concerns and commercial vehicle traffic on Meadowood Road.

Highway Patrol have issued citations in regards to the stop sign concerns on Meadowood Road. No action is being done on behalf of commercial vehicle traffic. It is believed that those vehicles are making deliveries on Meadowood Road. Further, no residents were present for any details on the matter.

3. Speeding concerns on Gallagher Road.

Highway Patrol reports they are waiting for ADT and speeds, no results yet. A 7-day counter is up for a study. A speed board will be in place and more data will be collected in the near future.

4. Several residents of Canterbury Lane came to Radnor Police Department Staff Traffic to report they will be installing "speed humps" on their private road. The residents wanted to keep the Township informed. Public Works gave them Radnor Township specifications on speed humps so they will comply with the other speed humps.

Canterbury Lane traffic calming report. The residents will hire a private contractor to install speed humps on Canterbury Lane. The residents further requested two faded signs be replaced near the end of the street. Public Works has this already replaced. A copy of a letter from the residents is attached to these minutes stating their concerns.

5. Highway Patrol announced three upcoming runs in the Township.
 - a. The BAAR Run will take place on October 3, 2015 beginning at 9AM. Race begins at the Radnor Middle School. All proper insurance paperwork has been obtained. One patrol officer will be on location at the cost of the run organizer.
 - b. Main Line Chamber of Commerce Run will take place on September 13, 2015 beginning at 8:30 AM. The route will be the same as in previous years. All proper insurance paperwork has been obtained. Radnor Township will obtain all road closure permits. Radnor Township officers will be on location at the cost of the run organizer.
 - c. Sacred Heart Run will take place on October 3, 2015 beginning at 9AM. All proper insurance paperwork has been obtained. One patrol officer will be on location at the cost of the run organizer.

OLD 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.

No one in attendance for this item. This will be placed on Staff Traffic Meeting Agenda in August.

2. Reina Anderson has safety concerns with excessive speeding on South Ithan Avenue. Update.

Highway Patrol conducted study which showed average speed was 33 MPH and 85th percentile speed was 39 MPH. Highway Patrol will paint lines to deter

speeding on South Ithan Avenue. Also, speeding enforcement will be conducted in Ms. Anderson's driveway as permission was given by Ms. Anderson to do so.

3. Wayne Business Association requests street closures for the Fall Festival in September

Wayne Business Association President, Christopher Todd, came to make a request for a road closure for the Fall Festival in 2015. The road closure is North Wayne Avenue (Rte 30/Station Road) and West Avenue (Nursing Home-North Wayne). The date of the Festival is September 20, 2015 from 1PM-5PM (Road closure 7AM-7PM).

DiMaio, Vera

From: DiMaio, Vera <vdimai@radnor.org>
Sent: Tuesday, July 28, 2015 9:07 AM
To: vdimai@radnor.org
Subject: FW: Canterbury Lane

From: Me Brewington [mailto:mbrewphd@comcast.net]
Sent: Wednesday, July 15, 2015 11:01 AM
To: cflanagan@radnor.org
Subject: Canterbury Lane

7/15/15

Thank you for taking the time to speak with us today, Lieutenant Flanagan. Per your request, here are our notes from today's meeting.

Best regards, Marion

Dr. Marion Brewington, Ph.D.
Brewington & Associates Test Prep
101 E.Lancaster Avenue
Suite 305
Wayne, PA 19087
610-716-7754

Would like to notify Radnor township of plans to install a traffic calming speed hump, similar to those on neighboring Glenmary Road, on the private road of Canterbury Lane. A speed hump has become an essential safety addition given the speed of motorist traveling up and down the narrow, one-way lane, at all hours of the day and night. These often young drivers use the street as a short cut to avoid school busses, stop signs, and to drag race with their friends. This pattern is of concern for obvious reasons, but specifically for the 7 young children under the age of 11 living on this road. As one neighbor stated to me in an email:

"A pattern I've noticed while walking to and from the school bus stop is that people will zoom down our street to try to get around the bus when it is stopped at Glenmary and Hilaire. I am constantly shocked at how reckless drivers can be at school bus time. I think the speeding got significantly worse a few years ago, after our road was repaved. It is frustrating to think how much safer our neighborhood would be if everyone stopped for all of the stop signs and observed the speed limits. "

Simply put, it is, as they say, "a disaster waiting to happen."

The plan is to start with one bump installation in the hope that this will calm traffic sufficiently without disturbing snow and trash removal. We also request that the township replace the existing "one way, do not enter" sign at the bottom of Canterbury so that it is more visible to motorists who frequently ignore it.

TOWNSHIP OF RADNOR
Minutes of Public Meeting of July 7, 2015

The Radnor Township Board of Commissioners met at approximately 6:30 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

Commissioners Present

*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; Peter Nelson, Township Solicitor; Kevin Kochanski, Director of Community Development; Steve Norcini, Director of Public Works; 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

Resolution #2015-70 – Authorization for Gannett Fleming Incorporated to Perform Preliminary Engineering Evaluation on the Maplewood Ave/Mill Dam Embankment

Steve Norcini, Director of Public Works & Engineering commented that a portion of Maplewood Avenue, near the intersection of West Wayne Avenue, is actually the embankment of Mill Dam. Little Darby Creek is what feeds Mill Dam (Mill Dam Swim Club). Many years ago, a portion of the dam was excavated, and a repair was made. Over the years, in the general vicinity of the repair, the dam has settled. This settlement is of concern regarding our downstream residents.

There was a brief discussion amongst Commissioners and Staff in regards to the proposed evaluation.

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

Caucus – Final Plan - Villanova University Housing Project

Nick Caniglia, Attorney for Applicant and Alex Tweedie, Engineer for Applicant commented and reviewed the conditions placed in the engineers review letters. They have included their responses in the meeting packet.

There was an in depth discussion amongst Commissioners, staff and applicant in regards to the addition of an elevator to the pedestrian bridge; ADA compliance of the pedestrian bridge; the placement of the bridge with direct dorm access; changes in parking; exterior materials of the dorms; the buffer installation prior to construction; tire scrubbers for construction vehicles; daily street sweeping during excavation stage; potentially restricting the allowable work hours; wastewater capacity; sanitary sewer fees and the amount of monies escrowed to fully fund the pedestrian bridge.

Public Comment

Jane Galli, Barcladen Rd. – She inquired in regards to sewage capacity impacts.

Roberta Winters, League of Women Voters – She read a statement on behalf of the league in regards to their concerns of the ADA compliance of the pedestrian bridge across Lancaster Avenue which is proposed in the project.

Rick Leonardi – He commented in regards to his concerns of ADA compliance and the location of the pedestrian bridge.

Sara Pilling, Garrett Avenue – She commented in regards to the importance to have the correct signage when accessing the parking the garage.

Phil Ahr, Meredith Avenue – He inquired if the relocation of the staircase on the pedestrian bridge is more of an ideal location.

Matt Marshall, Walnut Avenue – He commented in regards to his support of the suggestion for the applicant to contribute to Clem Macrone Park Project & Township Trails, and his concern that residents will need to live with the construction dust for the next several years he would like to see the applicant comply to construction vehicle washed and tire scrubbers on the construction sites. He also suggested if the applicant would consider the graduation ceremony to Radnor Township School District for no charge. He would also like to see that the CICD would not apply to the smaller institutions.

Chris Kovolski commented that the University will commit to cleaning the streets; the applicant agrees to continue conversations in regards to the Greenways; and they would be happy for their park & rec fees to apply to Clem Macrone Park Project but the applicant will not agree to make another contribution to the project.

Sara Pilling, Garrett Pilling – She commented about her findings in the past in regards to SEPTA making stations ADA compliant.

Commissioner Spingler announced there will be an Executive Session immediately following the meeting to discuss North Wayne Field.

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

Respectfully submitted,

Jennifer DeStefano

TOWNSHIP OF RADNOR
Minutes of Public Meeting of July 13, 2015

The Radnor Township Board of Commissioners met at approximately 6:30 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

Commissioners Present

*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; Kevin Kochanski, Director of Community Development; William A. Colarulo, Superintendent of Police; William White, Finance Director; 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 after the meeting of July 7, 2015 and preceding the Board of Commissioners meeting of July 13, 2015

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

1. Swearing in of Radnor Police Officer

Superintendent of Police, William Colarulo named into record the following name to be sworn in as Radnor Township Police Officer, Dylan Royce.

Superintendent Colarulo called for the presentation of the colors. The Honorable Ann Osborne, Judge, swore in the new officer to the Radnor Police Department with him reciting the oath of office. Superintendent Colarulo presented him with his Police Badge to have pinned by family members. Superintended Colarulo called for the retirement of the colors.

2. Resolution #2015-73 - Preliminary/Final - Villanova Lot Consolidation

Nick Caniglia, representing the applicant stated they have no comment to the proposed resolution. Commissioner Schaefer announced that she will recuse herself from the vote as she has a conflict.

Commissioner Curly made a motion to approve, seconded Commissioner Nagle. Motion passed 5-1 with Commissioner Booker opposed and Commissioner Schaefer's recusal.

3. Resolution #2015-74 – Final Plan - Villanova University Housing Project

Nick Caniglia, representing the applicant discussed that they requested Villanova's comments to be included in the resolution. There was a discussion amongst the Commissioners, Solicitor Rice. Solicitor Rice commented that the comments are in the review letters and all consultants are in agreement so there is no need to include them in the resolutions as well.

There was a discussion amongst the Commissioners, staff and the applicant in regards to the conditions stated in the resolution.

Commissioner Nagle made a motion for item 7 to read: *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 which approval shall not be unreasonably withheld by the Township*, Seconded by Commissioner Fisher. Motion passed 6-0 with Commissioner Schaefer's recusal.

Commissioner Higgins made a motion that item 9 of the resolution read: *The Applicant shall install wrought iron style aluminum fencing along South Ithan Avenue and landscape fencing along the SEPTA right-of-way in locations and of the type as shown on the Plan*, Seconded by Commissioner Curley. Motion passed 6-0 with Commissioner Schaefer's recusal.

Commissioner Curley made a motion for the latter of item 9 to read: *If the Performing Arts Center is not an active project at the time construction is fully completed on the remainder of the Project, the Applicant shall submit amended land development plans showing the proposed alternative use of the Performing Arts Center area*, Seconded by Commissioner Nagle. Motion passed 6-0 with Commissioner Schaefer's recusal.

Commissioner Curley made a motion to modify item 12 of the resolution to read: *The Applicant shall install an elevator and two adjacent stairs on the south side of Lancaster Avenue to provide an ADA accessible entrance to the Church Walk Bridge. This installation shall be substantially in compliance with the plans shown to the Board of Commissioners at the July 7, 2015 meeting and the Plan shall be revised to eliminate the stairs and ramp at the south end of the bridge adjacent to the SEPTA station as currently shown on the Plan*, Seconded by Commissioner Nagle. Motion passed 6-0 with Commissioner Schaefer's recusal.

Commissioner Curley made a motion to modify item 13 of the resolution to read: *The Applicant shall relocate to the visitor parking lot, as shown on the plan, the 3 SEPTA parking spots currently proposed in the middle of the Church Walk/West Lancaster Parking Lot/Dormitory Parking Lot intersection*, Seconded by Commissioner Nagle. Motion passed 6-0 with Commissioner Schaefer's recusal.

The applicant asked for item 15 - *The Applicant shall install a walking trail along Ithan and Lancaster Avenues as shown on the Radnor Greenways and Open Space Network Plan* to be removed from the resolution. Mr. Zienkowski asked if the applicant would be willing to contribute 0.0017 of the project value to reinvest back into the Clem Macrone project and the applicant would not agree. Commissioner Fisher asked if the applicant would agree to contribute \$150,000 to the Township trails program and the applicant did not agree. There was a brief discussion in regards to this item.

Commissioner Curley made a motion to strike item 15 from the resolution- *The Applicant shall install a walking trail along Ithan and Lancaster Avenues as shown on the Radnor Greenways and Open Space Network Plan*, Seconded by Commissioner Spingler. Motion passed 4-2 with Commissioner Booker and Fisher opposed and Commissioner Schaefer's recusal.

Commissioner Fisher asked for Villanova to consider some type of in-kind contribution to the Clem Macrone Park project plan (pavilion, restroom, etc.); Commissioner Booker agreed and thought that the trail at Hares Lane would be a good project for them to contribute to. Chris Kovolski, Villanova University commented that they are happy to have a conversation with Township about these items but it should not be tied with the project.

Public Comment

Matt Marshall, Walnut Avenue – He commented in regards to contributions by the applicant for park projects and trails in the Township.

Sara Pilling, Garrett Avenue – She commented that there are in excess of 25 student houses in her very small neighborhood and it would be appropriate for Villanova to contribute to the project at Clem Macrone Park.

Luke Clark, Midland Circle – He commented in regards to contributions needed for the parks.

Commissioner Curley made a motion to approve the resolution as amended, seconded by Commissioner Higgins.

Commissioner Fisher commented that this has been a long process and thanked staff for all of the work that has gone into the process; he thanked Villanova University as well.

Commissioner Spingler called the vote, motion passed 4-2 with Commissioner Booker and Fisher opposed and Commissioner Schaefer's recusal.

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 - 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
- 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

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

5. Appointments to Various Boards & Commissions

Commissioner Fisher moved to appoint John Ricciutti to the Cable Communications Council, seconded by Commissioner Schaefer. Motion passed 7-0.

Commissioner Schaefer moved to appoint John Nagle to the RHM Sewer authority, seconded by Commissioner Higgins.

Commissioner Curley inquired with Mr. Rice, Township Solicitor to confirm for the record that there is not a conflict for a Commissioner to serve on a volunteer board. Mr. Rice stated that elected officials can serve on municipal authorities.

Commissioner Spingler called the vote, motion passed 4-2 with Commissioner Booker and Fisher opposed and Commissioner Nagle abstaining.

6. Recognition of Commissioner Bill Spingler for three decades of public service to the Radnor Township Community

Commissioner Higgins presented Commissioner Spingler with Promulgation for his years of public service which will be hung in the Radnorshire room of the Township Building. Commissioner Spingler thanked everyone that he has worked with in the past. State Representative Vitali presented Mr. Spingler with a citation from the PA House of Representatives that he and Representative Adolph had sponsored for his years of service. Others that spoke of thanks for Commissioner Spingler were former Commissioner Hank Mahoney, George Badey, Loraine Hickey, Commissioner Curley, Commissioner Schaefer, and Commissioner Fisher. Commissioner Spingler then thanked his 101 year old mother in-law and fiancé for their support.

The Commissioners recessed for five minutes.

7. Public Participation

Marty Costello – He discussed the Wall of Honor that will be built at Radnor High School to honor Veterans of Radnor Township.

Mr. White announced that there is no audio with the Township Comcast channel at this time but Verizon and all other recordings there is not a problem.

Jill Huntleman, Rockingham – She thanked the Township Staff for all of their help with the Garrett Hill 4th of July Parade.

Mr. Zienkowski briefly discussed the upcoming Papal Visit in September. The Township will be impacted and staff has been having meetings internally as well as with Delaware County and SEPTA to plan accordingly. The Township will communicate with residents as we get closer to the visit.

8. Committee Reports

PUBLIC WORKS & ENGINEERING

A. 240 Radnor Chester Road - Stormwater Management Ordinance Waiver Request

The applicant's civil engineer, Alex Tweedie, PE, of Nave Newell, and applicants attorney, Nicholas Caniglia presented that 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. There was a brief discussion amongst the Commissioners, staff and the applicant for clarification purposes.

Commissioner Booker made a motion to approve subject to exceeding the Stormwater Ordinance's requirements by similar or equal percentage based on a future development and resolution of escrow related to the applicant and in light of any new development. Motion lacked a second.

Commissioner Fisher made a motion to waive the Stormwater Ordinance requirements conditionally in that they will return the site to predevelopment state with any future development, seconded by Commissioner Nagle. Motion passed 6-0 with Commissioner Curley absent.

B. Resolution #2015-76 - Authorizing Kimmel Bogrette Architecture and Site, Incorporated, to Provide Professional Design Services for the Radnor Memorial Library Expansion Project

John Rice commented that this is a professional consultants contract and the summary of the costs are in the agreement. This is for the initial design phase of the expansion project at the Library.

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

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

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

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

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

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

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

COMMUNITY DEVELOPMENT

F. Review of Proposed Park and Recreation Fee Ordinance Revisions

Kevin Kochanski, Director of Community Development briefly discussed the proposed revisions. There was a brief discussion amongst the Commissioners, Township Solicitor and staff. Mr. Zienkowski recommended that the board send the proposed revised ordinance to the Planning Commission for comments then the Board can introduce at a future meeting.

Commissioner Fisher made a motion to send the revised ordinance to Planning Commission for comment, seconded by Commissioner Booker. Motion passed 6-0 with Commissioner Curley absent.

Public Comment

Luke Clark, Midland Circle – He asked if the Parks Board could review the ordinance as well.

PARKS & RECREATION

Tammy Cohen, Director of Recreation and Community Programming announced a few upcoming events that the Recreation Department has.

- Shakespeare in the Park- Tuesday, July 21st at 7 PM in the Willows Park.
- Great American Backyard Camp out - Saturday, July 18th in the Willows Park.
- Free Concert – Wednesday, July 15th at Clem Macrone Park beginning at 6:30 PM.
- Free Concert – Wednesday, August 5th at Bo Connor Park beginning at 6:30 PM.
- Free Concert – Wednesday, August 12th at Veterans Park beginning at 6:30 PM.

PERSONNEL & ADMINISTRATION - None

FINANCE & AUDIT - None

LIBRARY

Commissioner Booker announced there is a meeting this Thursday which they will discuss the Library expansion.

PUBLIC HEALTH - None

Old Business

None

New Business

Commissioner Booker asked for the Commissioners to support St. Martin's Church at the Zoning Hearing Board meeting on Wednesday evening.

Commissioner Booker made a motion for Kevin Kochanski to convey to the Zoning Hearing Board the support of the Board of St. Martin's Church, seconded by Commissioner Higgins. Motion passed 4-0 with Commissioners Schaefer and Spingler abstaining.

Commissioner Spingler made the announcement that he will retire from the Board of Commissioners on July 20, 2015. Any resident that is interested in serving in his position can submit their resume to Bob Zienkowski, Township Manager, 301 Iven Avenue, Wayne, PA 19087 or rzienkowski@radnor.org. The Board of Commissioners agreed to hold a special meeting on July 27, 2015 at 6:30 PM to interview potential candidates for the 3rd Ward Commissioner position. This meeting will be a public meeting.

Public Participation

None

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

*Respectfully submitted,
Jennifer DeStefano*

TOWNSHIP OF RADNOR
Minutes of Public Meeting of July 27, 2015

The Radnor Township Board of Commissioners met at approximately 6:30 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

Commissioners Present

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

John Fisher – Absent
John Nagle
Elaine Schaefer

Also Present: *Robert A. Zienkowski, Township Manager; John Rice, Township Solicitor; Kevin Kochanski, Director of Community Development; and Jennifer DeStefano, Executive Assistant to the Township Manager.*

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

Notice of Executive Session preceding the Board of Commissioners meeting of July 27, 2015

All commissioners were in attendance with the exception of Commissioner Fisher where matters of personnel, real estate and litigation were discussed.

Commissioner Higgins gave an overview of the process that will need to be taken to fill the 3rd Ward vacancy.

Public Participation

Dan Sherry, Wayne – He commented in regards to a conflict for Commissioner Schaefer on discussions involving the Radnor Township School District as her husband’s company contracts business with them.

Commissioner Schaefer stated that she will not participate in discussions pertaining to Radnor School District because her husband’s company conducts business with them.

Martin Heldring, Audubon Road – He commented in regards to whether candidates are eligible for the 3rd Ward Interim Commissioner seat that are now in the 3rd Ward after the redistricting but were not prior.

Interviews of Potential 3rd Ward Commissioner Candidates

There was an in depth discussion amongst the Commissioners and the Township Solicitor on whether candidates that are running in the November election for the 3rd Ward should be appointed to fill the current vacancy of the 3rd Ward seat. There was also a discussion on whether residents that were previously in the 6th Ward prior to the redistricting but now reside in the 3rd Ward are eligible to be appointed to the 3rd Ward vacancy. It is the opinion of the Township Solicitor that those residents are not eligible because according to the Township Charter the candidate needs to be a resident of the Ward for one year prior to appointment. The appointment that would take place on August 17, 2015 at the normal Board of Commissioners meeting would only be until the special election in November. It was agreed by majority of the Board to allow those candidates to present themselves.

Public Comment

Dan Sherry, Wayne – He commented in regards to his disagreement with the Township Solicitors opinions.

Dan Scolnick, S. Wayne Ave – He commented in regards to the Township Solicitors opinion on the residency requirement stated in the Charter to be appointed Commissioner.

Martin Heldring, Wayne – He commented in regards to his position of whether all applicants shall be able to be appointed or not.

Charlie Bohnenberger, Baron Gemmer, Harry Spiess, Jr. and Cheryl Tumola gave brief backgrounds of themselves to the Commissioners and the Commissioners in turn had a Q&A with each candidate.

Lucas Clark gave a brief overview of his position that a candidate who is on the ballot in November for election to the 3rd Ward Commissioner seat should not be appointed as interim 3rd Ward Commissioner.

The Commissioners gave their closing comments.

Public Comment

Dan Sherry, Wayne – He commented in regards to comments made by candidates that are running for the 3rd Ward Commissioner seat in the November election.

Linda Calio, Radnor – She commented in regards to her frustrations with the current Board of Commissioners.

Martin Heldring, Audubon – He commented in regards to comments made by Commissioner Higgins earlier in the meeting directed at him and asked for an apology.

Dr. Michael Crane - He commented that he wants the most qualified candidate to fill the vacancy and who will protect the taxpayers' dollars.

Commissioner Higgins apologized to Mr. Heldring for his comment made earlier in the meeting.

Resolution #2015-78 - Opposing House Bill 809 Which Would Prohibit Student Housing Regulations

Commissioners Higgins and Nagle gave a brief background of the proposed resolution.

Commissioner Nagle made a motion approve, seconded by Commissioner Curley.

There was a brief discussion amongst the Commissioners and staff about the resolution and the opposition of House Bill 809.

Public Comment

Sara Pilling, Garrett Avenue – She commented that there are 13 rental units on Garrett Avenue and there are more than 2 students per unit. She also commented that there will still be 875 Villanova students that will still continue to live in the neighborhoods.

Luke Clark, Midland Circle – He urged the Commissioners to contact the State Representative who has pushed for this bill.

Phil Ahr, Meredith Ave. – He spoke to his opposition of House Bill 809.

Commissioner Higgins called the vote, motion passed 5-0 with Commissioner Fisher absent.

Old Business

None

New Business

None

Public Participation

Dan Sherry, Wayne – He commented in regards to Commissioner Schaefer’s conflict with Radnor Township School District and her husband’s company conducting business with RTSD; recent publicity about N. Wayne Field and recent right-to-know request filed by the Delaware Riverkeeper.

Sara Pilling, Garrett Avenue – She commented about her concerns with Villanova University’s Sewer plan.

Mr. Zienkowski commented that there is still work that needs to be done between Radnor Township and Lower Merion Township with the proposed sewer plan by Villanova University.

Jane Galli, Barcladen Road – She commented in regards to the sewage concerns with Villanova University’s proposed sewer plan. She also commented about the cost for the plans to be completed for the proposed basin at N. Wayne Field which the Township doesn’t own.

Toni Bailey, Conestoga Village - She commented in regards to her environmental concerns with the Villanova Development. She also commented about a quote that Commissioner Higgins cited earlier in the meeting.

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

Respectfully submitted,

Jennifer DeStefano

**RESOLUTION 2015-90
RADNOR TOWNSHIP**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA. AMENDING THE MEDICAL OPT-OUT BENEFIT FOR NON-UNION PERSONNEL TO BE CONSISTENT WITH THE SAME BENEFIT PROVIDED FOR UNIFORM AND NON-UNIFORM PERSONNEL COVERED BY A COLLECTIVE BARGAINING AGREEMENT (CBA).

WHEREAS, the Administration seeks to provide uniformity and consistency in benefits offered to all personnel, whether union or non-union; and

WHEREAS, the Police and Non-Uniform bargaining units have previously reached an agreement with the Township concerning terms and conditions of employment through the collective bargaining process; and

WHEREAS, the Police and Non-Uniform bargaining units have memorialized such agreement with the Township and incorporated into their respective Collective Bargaining Agreements; and

WHEREAS, the Township now desires to memorialize an agreement with the non-union staff to provide the same benefit which is an incentive program whereby any savings realized by an administrative employee electing to not purchase health benefits will be shared equally between the two parties.

NOW, THEREFORE, it is hereby **RESOLVED** THAT the Township agrees that the health benefits provisions shall be amended to provide each non-union employee the opportunity to choose to decline coverage for medical and extended health benefits (vision, dental, prescription), if coverage for the employee and his/her spouse and dependents can be obtained through the employer of the employee's spouse or through other means. An administrative employee who declines Township-provided medical coverage and extended health benefits (vision, dental, prescription) shall receive 50% of the Township's share of the actual premium cost savings of the medical plan and extended benefits that he/she is offered but declines. Such amount will be paid annually in December.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 17th day of August, A.D., 2015.

RADNOR TOWNSHIP

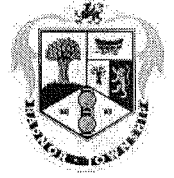
By:

James C. Higgins
Vice-President

ATTEST:

Robert A. Zienkowski,
Township Manager / Secretary

Radnor Township



PROPOSED LEGISLATION

DATE: August 17, 2015

TO: Board of Commissioners

FROM: William M. White, Finance Director

A handwritten signature in black ink, appearing to read "William M. White", is written over the printed name of the Finance Director.

LEGISLATION: Resolution 2015-90 amending the incentive opt-out payment to non-union employees not covered by a collective bargaining agreement who elect to not participate in the Township's health insurance program.

LEGISLATIVE HISTORY: The Township provides comprehensive health insurance coverage to all full-time employees for which the Township pays 93% of the premium, except for certain FOP employees hired before January 1, 2013 for which the Township pays 100%. As part of this plan, the Township provides an incentive payment for employees who are able to secure coverage elsewhere and provide proof of coverage prior to the expiration of the open enrollment period each year.

PURPOSE AND EXPLANATION: To further reduce costs, the Township desires to amend the health insurance opt-out benefit for non-union employees to be consistent with the benefit provided to all union employees for opting-out of the health benefit program. The incentive will be 50% of the annual premium cost that the Township would otherwise be required to pay if the employee were enrolled for coverage.

FISCAL IMPACT: The Township will save 50% of the annual premium expense for the plan in which the employee was enrolled, for each employee who may participate.

RECOMMENDED ACTION: The Administration respectfully recommends the adoption of Resolution 2015-90 at the August 17, 2015 meeting.

RESOLUTION NO. 2015-79

**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 on July 13, 2015 as part of Resolution 2014-72; and

WHEREAS, the Administration is recommending a further amendment the 2015 Wage and Salary Schedule to adjust the salary of the Recreation Program Supervisor that resulted from a change in personnel in the position.

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#	Original Rate	Amended Rate
Recreation and Community Programming	Recreation Program Supervisor	510	\$32.4622	\$33.2418

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 17th day of August, 2015.

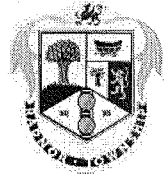
RADNOR TOWNSHIP

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

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

Radnor Township

PROPOSED LEGISLATION



DATE: August 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 2015-79 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. The Schedule has been amended several times in 2015 for various reasons as part of Resolutions 2015-72 and 2015-28.

PURPOSE AND EXPLANATION: The salary for the Recreation Program Supervisor position was set at \$32.4622 per hour based on the performance of the employee who was in that position when the original wage and salary schedule was adopted. Since then, the position was vacated by way of resignation. The Administration has promoted an employee into that position and wishes to pay them a slightly different salary of \$33.2418 per hour based on performance.

FISCAL IMPACT: The amount of the proposed salary change is an annual increase of \$1,418.75, which equates to an hourly rate increase of \$0.7796 per hour for the position.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt Resolution 2015-79 at the August 17, 2015 Board of Commissioner meeting.

**RESOLUTION 2015-81
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA. APPROVING THE PROPERTY AND CASUALTY
INSURANCE BINDER FOR COVERAGE BEGINNING AUGUST 1, 2015
THROUGH JULY 31, 2016**

WHEREAS, the Township of Radnor purchases Property, General Liability, Automobile, Police Professional Liability, Public Officials Liability, Employment Practices Liability, and Umbrella Liability Insurance coverage annually; and

WHEREAS, the Administration met with our broker, Arthur J. Gallagher Risk Management Services Inc. to review the insurance bids from the market; and

WHEREAS, after reviewing the bids with the broker, the Administration agrees that CNA offers the best rates with the best coverage; and

WHEREAS, in order to continue coverage the Township Manager has authorized the binder subject to the Board of Commissioner approval at the August 17, 2015 Regular Meeting.

NOW, THEREFORE, it is hereby *RESOLVED* that the Board of Commissioners of Radnor Township hereby authorizes the Township Manager to execute the coverage binder for the Property, General Liability, Automobile, Police Professional Liability, Public Officials Liability, Employment Practices Liability, and Umbrella Liability Insurance coverage for the period beginning August 1, 2015 through July 31, 2016 in the amount of \$356,483.

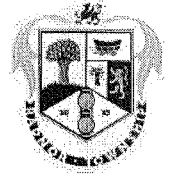
SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 17th day of August, A.D., 2015.

RADNOR TOWNSHIP

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

ATTEST: _____
Robert A. Zienkowski,
Township Manager / Secretary


Radnor Township



PROPOSED LEGISLATION

DATE: August 17, 2015

TO: Board of Commissioners

FROM: William M. White, Finance Director 

LEGISLATION: A Resolution authorizing the Township Manager to bind coverage for Property, General Liability, Automobile Liability (including physical damage), Police Professional Liability, Public Official Liability, Employment Practices Liability, Umbrella Liability, and Public Official Bonds for the period beginning August 1, 2015 through July 31, 2016.

LEGISLATIVE HISTORY: This is an annual renewal process whereby the administration works with Arthur J. Gallagher Risk Management Services, Inc. who solicits renewal coverage prices from multiple insurance providers and then reviews the best alternatives with the Township. The resolution is required giving the Township Manager authorization to bind coverage and pay the appropriate premium obligation.

PURPOSE AND EXPLANATION: The purpose of the legislation is to authorize the Township Manager to bind coverage which includes Property, General Liability, Automobile Liability (including physical damage), Police Professional Liability, Public Official Liability, Employment Practices Liability, Umbrella Liability, and Public Official Bonds.

FISCAL IMPACT: The insurance coverage will cost the Township \$356,483 which will be paid in quarterly installments at the beginning of each quarter. This year's renewal is 1.82% lower than the August 1, 2014 renewal as a result of a decrease in the number of actual claims filed and a corresponding decrease in the paid and reserved claims experience for the past year. The table below represents the annual renewals from the past eight years:

Program Year	# of Claims	Paid Premiums	Increase / (Decrease) in Premium	%Δ	Total Incurred Claims (paid + reserved)	Loss Ratio
2007-2008	38	\$ 355,351	n/a	n/a	\$ 552,281	155%
2008-2009	21	324,997	(30,354)	-8.5%	173,205	53%
2009-2010	41	265,596	(59,401)	-18.3%	394,170	148%
2010-2011	32	274,765	9,169	3.5%	201,361	73%
2011-2012	32	275,403	638	0.0%	202,375	73%
2012-2013	11	317,792	42,389	15.4%	179,601	57%
2013-2014	42	350,893	33,101	10.42%	339,620	97%
2014-2015	22	363,082	12,189	3.47%	105,584	29%
Eight Yr Ttl	217	\$ 2,527,879	7,731	2.18%	\$ 2,146,848	84.93%
Eight Yr Avg	31	315,985			268,356	84.93%
2015-2016	n/a	\$ 356,483	(6,599)	-1.82%	n/a	n/a

The Township has reduced the overall amount of paid and reserved claims during the past year and reduced the eight year total by \$12,709. All new claims will be in addition to the number identified in the table above.

RECOMMENDED ACTION: The Administration respectfully requests the Board to approve this resolution at the August 17, 2015 meeting. Thank you.

RESOLUTION NO. 2015-83

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, EXTENDING THE LEASE FOR THE PHILADELPHIA AREA INDEPENDENT SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA) OF A PORTION OF THE RADNOR TOWNSHIP MUNICIPAL BUILDING, CONSISTING OF APPROXIMATELY 1,500 SQUARE FEET

WHEREAS, the Township entered into a Lease Agreement with the Philadelphia Area Independent School Business Officers Association (PAISBOA) for a period of one year with a one-year renewal term, commencing on September 1, 2010; and

WHEREAS, the Township extended the Lease Agreement for a period of two years with a two-year renewal term, commencing on September 1, 2012; and

WHEREAS, the Township Manager is recommending the extension of the existing Lease for an additional two-year term.

NOW, THEREFORE, it is hereby *RESOLVED* by the Radnor Township Board of Commissioners that the existing Lease to PAISBO shall be extended for an additional two years, commencing on September 1, 2015, as set forth on the Lease Agreement attached hereto and incorporated herein as *Exhibit "A"*.

SO RESOLVED, this day of , 2015.

RADNOR TOWNSHIP

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

ATTEST: _____
Robert A. Zienkowski, Township Manager

PCL XL error

Warning: IllegalMediaSource

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made effective this _____ day of _____, A.D., 2015, by and between **RADNOR TOWNSHIP** (hereinafter "Landlord") and **PHILADELPHIA AREA SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA)** (hereinafter "Tenant").

WITNESSETH:

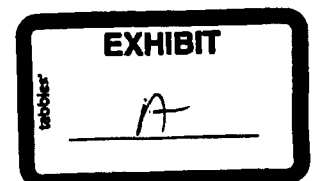
Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Premises upon all the terms and conditions herein contained. Intending to be legally bound hereunder and in good and valuable consideration of the rents herein reserved and the mutual covenants herein contained, Landlord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

1. LEASED PREMISES.

A. Landlord, for and in consideration of the covenants and conditions hereinafter contained on the part of the Tenant to be performed, and in consideration of the rental hereinafter reserved, does hereby grant, lease, demise, and let unto Tenant and Tenant does hereby rent, and take from Landlord ALL THAT CERTAIN real property consisting of approximately 1,500 square feet of office space, more or less, of that portion on the second floor of the Radnor Township Municipal Building as more fully described in *Exhibit "A"*, located at 301 Iven Avenue, Radnor Township, Delaware County, Pennsylvania, all of which are hereinafter called the "Leased Premises" and/or "Premises" and/or "Property". Landlord warrants and represents that Radnor Township is the owner of the Leased Premises and has good and marketable title thereto.

B. The Landlord has leased to the Tenant and the Tenant has leased from the Landlord the Leased Premises together with use of the parking areas, use of the lunch room, use of the fitness room, one (1) dedicated landline for the fax machine, wireless internet access (public wireless network) and all of the fixtures, apparatus, and existing office furniture, together with all rights and easements appurtenant to be provided by Landlord and located therein. Tenant acknowledges and agrees that Tenant has the right to use the wireless internet access provided by Landlord. Tenant further acknowledges and agrees that Landlord does not guarantee or warrant security for the use of the internet access and that Tenant shall to the fullest extent allowed by law, indemnify, defend and hold harmless the Landlord against any and all claims, damages, liabilities, demands, fines, losses, liabilities, costs or deficiencies (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action and/or proceeding) arising out the use of the internet access.

C. Tenant may request and schedule to use the Radnorshire meeting room located on the first floor of the Township Municipal Building at a cost of Two Hundred Fifty Dollars (\$250.00) per meeting.



D. Tenant shall provide Landlord access to its purchasing consortium for purposes of gaining professional development software, training and the like.

2. USE. Tenant shall continuously use and occupy the Leased Premises during the Term of this Lease, which use and occupancy shall be solely for the purpose of office space and related training, and for no other purpose or purposes without the prior written consent of Landlord. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if a failure to procure such a license or permit might or would in any way affect Landlord, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit

3. TERM.

A. The term of this Lease shall be for a period of two (2) years ("Term") commencing the 1st day of September, 2015 and expiring at 11:59 p.m. on the 31st day of August, 2017.

B. Either party shall have the right to terminate this Lease upon giving notice to the other, in writing, at least ninety (90) days prior to the last day of the Term or the subsequent renewal term that the Lease will terminate on the last day of the then current Term.

C. If neither party gives notice of termination to the other as described in Section 3.B. above, the Lease shall continue for one additional one (1) year term ("Renewal Term"). This Lease shall automatically terminate on the last day of the Renewal Term unless otherwise agreed by both parties in writing. The Renewal Term shall be upon the same terms, provisions and conditions as are in effect under this Lease immediately prior to the time such Renewal Term begins.

4. RENT AND LATE PAYMENT.

A. The annual rental payable by Tenant to Landlord during the Term of the Lease Term shall be Forty-Two Thousand Dollars (\$42,000.00) payable in monthly installments of Three Thousand Five Hundred Dollars (\$3,500.00) in advance upon the first day of each month during the Lease Term. Timely payment of the rental and performance of all terms and conditions of this Lease are of the essence of this Lease.

B. The payment of rent shall commence on September 1, 2015.

C. If the monthly rental is not paid within five (5) days of the day that it is due, Tenant agrees to pay a late charge of Three Hundred Fifty Dollars (\$350.00) or ten percent (10%) of the monthly payment, whichever is greater. The late charge shall compensate Landlord for additional administrative costs and expenses caused by the late payment. If payment is made to Landlord at the proper address by first class mail, postage prepaid, then the date of the

postmark shall be used as the date of payment.

D. Upon the execution of this Lease the Tenant shall pay Landlord the first month's rent in the amount of Three Thousand Five Hundred Dollars (\$3,500.00).

5. SECURITY DEPOSIT. Tenant shall deposit and maintain with Landlord the sum of Three Thousand Five Hundred Dollars (\$3,500.00) as a security deposit hereunder, which shall be available to be used by Landlord towards the satisfaction of any of the duties or liabilities of Tenant hereunder upon default.

6. UTILITY CHARGES AND SECURITY SERVICES.

A. Landlord shall be solely responsible for all charges for heat, electricity, water, trash, janitorial services and any other utilities and services used upon or furnished to the Leased Premises, except as provided in Section 6.C.

B. Landlord shall provide uninterrupted electrical power to all "orange" outlets located in the Leased Premises (via UPS/generator).

C. Tenant shall be solely responsible for the purchase, installation and maintenance of all phone systems, private internet services and/or cable communications, including all costs and charges imposed upon such services.

D. Landlord shall provide and maintain a security system with security card access operated by the Township.

7. ASSIGNMENT-SUBLETTING. Notwithstanding any provision herein to the contrary, Tenant shall not assign or in any way transfer this Lease or any estate or interest therein, to any other party, and will not lease or sublet the Premises, or any part or parts thereof, except that PAISBO will be sharing office space with two sub-consultants, Al Greenough DBA Mid-Atlantic Purchasing, and Robert Sager DBA Edu-Tech. Tenant will at all times be solely responsible for all rent payments and other terms and conditions of this Lease.

8. REQUIREMENTS OF LAW. Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Municipal governments and of any and all of their Departments and Bureaus which are applicable solely to the use of the Leased Premises by Tenant during the term or any renewal thereof; provided, however, that nothing contained in this Section 8 shall be deemed to obligate Tenant to make any structural changes in, or to correct any structural defects in, the building or improvements on the Leased Premises, or to make any repairs, changes or alterations or to add any equipment or device rendered necessary by any building or other improvement not having been constructed in compliance with law. Landlord represents that as of the commencement date, the Leased Premises is not, to the best of Landlord's knowledge, in violation of any such governmental law, regulation or requirement and Landlord shall comply will all statutes, ordinances, rules, regulations, orders and requirements of the Federal, State and Municipal governments and with any and all of their Departments and Bureaus applicable to the physical nature and character of

the Leased Premises being otherwise applicable to the construction or makeup of the Leased Premises as opposed to the use thereof by Tenant.

9. RIGHT TO COMPLY. In case of the Tenant, after the time required to remedy defaults under this Lease, shall fail or neglect to comply with the statutes, ordinances, rules, regulations, orders and requirements set forth in Section 8, or any of them, and required to be complied with by the Tenant, then the Landlord or his agents may, by entry if required, comply with any and all of the said statutes, ordinances, rules, regulations, orders and requirements at the risk and expense of the Tenant, and recover such expense from the Tenant; any sums owing by Tenant to be added to the next monthly installment of rent and to be collectable as rent.

10. DISCONTINUANCE AND INTERRUPTION OF SERVICE.

A. Landlord shall not be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability or disruption of any utility service and the same shall not constitute a termination of this Lease, or actual or constructive eviction of Tenant.

B. In the event utilities serving the Leased Premises are disrupted due to the negligence or acts of omission of Landlord, its agents, contractors, servants or employees, Landlord shall promptly restore the affected utilities at Landlord's sole cost and expense. If the disrupted utilities are not restored by Landlord within five (5) days after the Landlord has received written notice of the disruption, and Tenant is unable to conduct its business in the Leased Premises due to the disruption of utility service, the Rent shall be abated commencing on the time service was disrupted and ending on the date Landlord restores the disrupted utilities. In no event, however, shall Landlord be liable for consequential damages resulting from any disruption of utilities.

C. Landlord, with the consent of Tenant, shall at all times have the right to alter any and all utilities, and the equipment relating thereto, serving the Leased Premises. Tenant shall execute and deliver to Landlord without delay such documentation as may be required to effect such alteration. Landlord shall use good faith efforts not to materially affect Tenant's business operations in the Leased Premises during such period of alteration.

11. REPAIRS.

A. Landlord shall, at Landlord's expense, maintain and repair the heating, ventilating and the air-conditioning systems ("HVAC System"), plumbing systems and the interior of the Leased Premises and the fixtures therein except as hereinafter required to be done by Tenant. Tenant shall not clog any plumbing, sewers, waste pipes, drains and water closets used by Tenant, and if the same shall become clogged as a result of Tenant's use, Tenant shall repair the same. If Tenant shall fail to start any work required to be done by Tenant under this Section 11 within fifteen (15) days after written notice from Landlord and to complete the same with reasonable diligence, then Landlord may provide such repairs or maintenance for the account of Tenant and the cost thereof shall be added to the next monthly installment of rent payable hereunder and collectable as rent.

B. Landlord shall, at Landlord's expense, keep certain elements of the Leased Premises in good order, repair and condition, and to replace if so required the foundation, floor slab, roof, all electric and plumbing systems, pipes, tubes, and other conduits and utility lines of the Demises Premises or embedded into the structure of the Leased Premises or within or under the floor slab; flashings, gutters and downspouts; interior load bearing walls and exterior walls, repairs to the streets, access drives, service drives, curbing, sidewalks; all repairs, structural or otherwise to the interior of the Leased Premises made necessary by structural failures, acts of God and leakage or flowing of water into the Leased Premises; all repairs, structural or otherwise, occasioned by losses which are covered by either Landlord's casualty policy or by a standard fire and extended coverage policy; and all necessary replacements of the HVAC System to maintain same in good operating condition.

C. Unless specified herein, any repairs to be made by Landlord will be made within a reasonable time after notice from Tenant. Notwithstanding, Landlord shall commence said repairs within thirty (30) days after notice from Tenant and thereafter diligently prosecute the same to completion; subject to strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, wherein in such event(s), the period for repairs shall be extended for the amount of time Landlord is so delayed.

12. ALTERATIONS AND REMOVALS. Tenant may not make any non-structural alterations, additions, and/or improvements to the Leased Premises unless Tenant receives written approval of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall be obligated to restore the Leased Premises to their original condition, wear and tear excepted. Tenant shall have the right to remove any or all such non-structural alterations, additions, and improvements from time-to-time and at the expiration or earlier termination of this Lease; provided, however, that any such alterations, additions and improvements installed and paid for by Tenant not removed by Tenant shall become the property of Landlord. Tenant shall have the right to install and remove from time-to-time and at the expiration or earlier termination of this Lease, whether the same be attached to the Leased Premises or otherwise, Tenant's trade fixtures and equipment and business fixtures and equipment including, without limitation, office partitions, platforms, and furniture as well as any building machinery and building equipment belonging to Tenant. Tenant shall promptly repair any damage to the Demises Premises caused by the removal by Tenant of any of Tenant's property therefrom.

13. LANDLORD'S RIGHT OF ACCESS. Landlord, his agents, servants and employees shall have the right to enter the Leased Premises (on 24-hours verbal or written notice), for the purposes of inspecting the same to ascertain whether Tenant is performing the covenants of this Lease, and during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises or otherwise in the event of need, under special arrangements with Tenant, for the purpose of making required repairs, alterations, improvements or additions, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required without the same constituting and eviction of Tenant in whole or in part, and, except as otherwise provided, the rent reserved shall in no way abate while said repairs are being made by reason of loss or interruption of the business of Tenant because of the prosecution of any such work.

During the one hundred twenty (120) days preceding the expiration of this Lease, Tenant shall permit Landlord or Landlord's agents to show the Leased Premises to prospective Tenants with reasonable frequency during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises.

14. INSURANCE; INDEMNITY. Tenant shall carry during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, and fire insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the property, or the occupancy or use by Tenant of the property, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

15. LANDLORD'S INSURANCE. Landlord also may, but shall have no obligation to, carry, at its sole cost and expense unless Tenant is not carrying such insurance as provided under this Agreement during the Term hereof (in which event the cost shall be that of Tenant and shall be deemed Additional Rent hereunder), all risk property insurance, comprehensive liability insurance and any other insurance deemed appropriate by Landlord (hereinafter "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage insuring the improvements and betterments located at the Leased Premises for one hundred percent (100%) of the replacement value thereof, together with all other coverages deemed appropriate by Landlord.

16. WAIVER OF SUBROGATION. Tenant hereby waives any rights they may have against the Landlord on account of any loss or damage occasioned to Tenant in or about the Leased Premises or its contents, arising from any risk covered by fire and extended coverage insurance. The parties hereto each, on behalf of their respective insurance companies insuring the property of the parties hereto against any such loss, waives any right of subrogation that such insurers may have against the parties hereto.

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

18. SIGNS. Tenant shall not have the right to place signs on any part of the Leased

Premises unless approved in advance by Landlord. It is contemplated that Tenant will have a single sign on the exterior of the Leased Premises and temporary signs from time-to-time for business events.

19. WASTE AND NUISANCE.

A. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises and shall not place a load upon any floor of the Leased Premises which exceeds the weight per square foot which such floor was designed to carry. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Township Municipal Building. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing or other device which will carry sound or odors outside the Leased Premises. Tenant agrees that business machines and mechanical equipment used by Tenant which cause vibration or noise that may be transmitted to the building or buildings comprising the Township Municipal Building or to the Leased Premises, to such a degree as to be reasonable objectionable to Landlord or to any occupant, shall be placed and maintained by Tenant at its expense in setting of cork, rubber or spring-type vibration isolators sufficient to eliminate such vibrations or noise.

B. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance to other tenants, neighbors and business invitees of Tenant and the general public in the Township Municipal Building, parking areas or other common areas.

20. DAMAGE OR DESTRUCTION. If the Municipal Building is damaged by fire or other casualty that, in Landlord's reasonable judgment substantial alteration or reconstruction of the building shall be required, or if the Leased Premises has been damaged, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of such casualty. Such termination shall be effective as of the date of fire or casualty with respect to any portion of the Leased Premises that was rendered untenable, and secondly, as of the effective date of termination specified in Landlord's notice with respect to any portion of the Leased Premises that remains tenantable. If this Lease is not so terminated by Landlord, Landlord shall proceed with reasonable diligence to restore the Leased Premises and the building, and minimum rent shall abate from the date of the casualty.

21. SUBORDINATION TO MORTGAGE. All mortgages which now or in the future affect the building have priority over this Lease. This means that the holder of a mortgage may end this Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If Tenant refuses, Landlord may sign the papers on behalf of the Tenant.

22. REMEDIES OF LANDLORD UPON TENANT'S DEFAULT.

A. Tenant agrees that if any rent or any charges herein included as rent shall remain unpaid on any day on which the same ought to be paid, then Landlord or any person acting under Landlord, may enter the Leased Premises and without further demand proceed by distress and sale of the goods there found to levy the rent and all other charges herein payable as

rent, and all costs and officer's commissions, including watchmen's wages and further including a sum equal to five (5%) percent of the amount of the levy as commissions to the constable or other person making the levy, shall immediately attach and become a part of the claim of said Landlord for rent and any tender of rent without said costs, commissions and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of said Landlord. Tenant hereby expressly waives the benefit of all laws now made or that may hereafter be made regarding any limitation as to the goods upon which, or the time within which distress is to be made after removal of goods, and further relieves the Landlord of the obligation of proving or identifying or appraising such goods and said Tenant hereby agrees to leave no goods of any kind for use on the Leased Premises with the understanding that such goods shall be exempt from levy for rent and other charges herein reserved as rent, it being the purpose and intent of this provision that all goods of Tenant, whether upon the Leased Premises or not, shall be liable to distress for rent. Tenant waives in favor of Landlord all rights under the Landlord and Tenant Act of 1951, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five (5) days from said distraint without any appraisal and/or condemnation thereof. Tenant further waives the right to issue a Writ of Replevin under the Laws of the State of Pennsylvania now in force or which may be hereafter enacted, for the recovery of any articles and goods seized under a distress for rent or levy upon execution for rent, damages or otherwise, and all waivers mentioned herein are hereby extended to apply to any such action. In addition to the foregoing, Landlord shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, using as much force as necessary and such property may be removed and stored in a public warehouse at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

B. Should Landlord elect to re-enter the Leased Premises as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law it may either terminate this Lease or it may from time-to-time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, brokerage fees payable by Landlord to its agent under both the existing letting hereunder and the reletting, and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

C. Tenant further agrees and it is hereby made a condition of this Lease, or any extension thereof, that if Tenant shall commit any of the breaches enumerated in Section 25 hereof, then Landlord, in the event of any such breach or breaches, at its sole option, may give Tenant a Notice of Intention to end the term of this Lease at the expiration of five (5) days from the service of such Notice of Intention, and upon the expiration of said five (5) day period this Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) as well as all of the right, title and interest of the Tenant hereunder shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein originally specified for the expiration of the term herein demised; and Tenant shall then immediately quit and surrender to Landlord the Leased Premises, including, any and all buildings and improvements thereon, and Landlord may enter into and repossess the Leased Premises by summary proceedings, detainer, ejectment, or otherwise and remove all occupants thereof and at Landlord's option, any property thereon without being liable to indictment, prosecution of damage therefore.

D. Should Landlord at any time terminate this Lease for any breach hereof or exercise its right of re-entry hereunder, then, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees and the amount of rent and charges equivalent to rent reserved in this for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord and Landlord shall thereafter pay to Tenant, at such time or times as Landlord shall be in receipt of the same, the rent for the Leased Premises for the remainder of the stated term collected from tenants thereafter using the premises, up to the amount of the rent reserved which has theretofore been collected from Tenant, less costs of reletting, including brokerage commissions, attorney's fees, costs incurred in making repairs, replacements or decorations in the Leased Premises, advertising expenses and all other costs and expenses incidental or consequent to such reletting. It is hereby further understood that any such reletting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled to credit in respect to any net rents from such a reletting (except to the extent that such net rents are actually received by Landlord). Landlord shall in no event be responsible or liable for any failure to relet the Leased Premises or any part thereof, nor for failure to collect the rental therefore under such reletting.

E. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other amount due under the provisions of this lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including, all court costs and reasonable attorney's fees.

F. In the event of any default hereunder, Tenant agrees that thereupon and in such event the whole rent reserved for the balance of the term and all other sums payable

hereunder as rent for the balance of the term or any part thereof shall immediately become due and payable in advance, and Landlord may immediately proceed to distain, collect, confess judgment or bring action for the said whole rent or such part thereof provided for in case of rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof.

G. In the event Tenant breaches or threatens to breach this Lease prior to possession, in addition to any other rights accruing to Landlord by operation of law or equity, by or under any legal proceedings, or by the provisions of this Lease, Landlord may cancel this Lease by giving Tenant five (5) days written notice of its intent to do so whereupon all security deposits will be retained by Landlord as liquidated damages and Landlord, at its option, may proceed to relet the Leased Premises with no liability or obligation to Tenant whatsoever. This Section shall be self-operative and no further instrument of cancellation shall be required of Tenant and Landlord.

H. It is further agreed that in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, Landlord shall have the right to injunctive relief to restrain the Tenant and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements are herein provided. It is further agreed that each and every right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

23. QUIET ENJOYMENT. Landlord does covenant that Tenant on paying the rent and performing the covenants aforesaid shall and may peaceable and quietly have, hold and enjoy the said Leased Premises during all terms of this Lease.

24. WAIVER. Neither Landlord nor Tenant shall be deemed to have waived any provisions of this Lease, including breach of any term, covenant, provision of this Lease, unless the same has been specifically waived by Landlord or Tenant, as the case may be, in a writing executed by an authorized officer of Tenant or Landlord. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. NOTICES. Whenever any demand, request, approval, consent or notice ("Notice") shall or may be given by one party to the other, Notice shall be addressed to the parties at their respective addresses set forth as follows:

Notice to Landlord shall be addressed to: Township Manager
Township of Radnor
301 Iven Avenue
Wayne, PA 19087

Notice to Tenant shall be addressed to:

Any such notices shall be and delivered by a nationally recognized overnight express courier (i.e.: FedEx), or registered or certified mail return receipt requested, postage prepaid. The date of actual receipt shall be deemed the date of service of Notice. In the event an addressee refuses to accept delivery, however, then Notice shall be deemed to have been served on either (i) the date delivery is refused, (ii) the next business day in the case of delivery by overnight courier, or (iii) three (3) business days after mailing the notice in the case of registered or certified mail. Either party may, at any time, change its Notice address by giving the other party Notice, in accordance with the above, stating the change and setting forth the new address.

26. RECORDING. Neither this Lease nor any memorandum thereof shall be recorded without the written consent of Landlord and Tenant.

27. SURRENDER AND HOLDOVER.

A. Tenant, upon expiration or earlier termination of this Lease, or any renewal or extension hereof, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Leased Premises in "broom-clean" condition and in good repair. In the event that Tenant shall fail to surrender the Leased Premises, Landlord in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, an amount equal to twice the minimum rent, provided, however, that nothing contained in this section shall be deemed or construed as conferring upon Tenant a right to remain in possession of the Leased Premises beyond the expiration or termination of the Lease, or any extension or renewal hereof.

B. In the event Tenant shall remain in possession of the Leased Premises with Landlord's consent but without having executed a new Lease or an extension or renewal of the within Lease, then Tenant shall be deemed to be in occupancy and possession of the Leased Premises as a Tenant from month to month, subject to all the other terms, conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. In the event that there occurs such consensual holdover as aforesaid, and if either party thereafter desires to terminate said occupancy at the end of any one month period following the expiration date of the term of this Lease, the parties so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect.

28. WAIVER OF LIENS. Tenant agrees that in the event that the Landlord gives written approval and permits any alterations or repairs to be made to the Leased Premises, that

before any work is started or performed, a Waiver of Liens shall be prepared by the Landlord at the Tenant's expense and signed by the contractor and/or materialmen and the Landlord. That said Waiver of Liens shall be filed of record at the Tenant's expense in accordance with the Mechanic's Lien Laws of the Commonwealth of Pennsylvania. The parties hereto agree that a Waiver of Liens will only be required where the improvements or repairs are in excess of Five Thousand (\$5,000.00) Dollars.

29. COVENANTS RUN TO HEIRS. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements, and undertakings in this Lease contained shall extend to and be binding on the respective successors and assigns of the respective parties hereto and the same as if they were in every case named and expressed.

30. LIMITATION OF LANDLORD'S LIABILITY.

A. Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or any obligation or liability arising therefrom or in connection therewith unless such liability is the result of Landlord's or Landlord's agents or invitees negligent act(s) or omissions.

B. All property (whether real, personal or mixed) at any time located in or upon the Property shall be at risk of the Tenant only, and Landlord shall not become liable for any damage to said property or to Tenant, or to any other person or property caused by water leakage, steam, sewage, gas or odors or to any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes, or any fixtures or equipment or appurtenances whatsoever, unless said damages are a result of Landlord's or Landlord's agents or invitees negligence or act(s) or omissions.

31. NO MODIFICATION. This Lease is intended by the parties as a final expression of their agreement as a complete and exclusive statement of the terms thereof. All prior negotiations, considerations and representations between the parties (oral or written) having been incorporated herein. No course of proper dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. No representations, understandings, agreements, warranties or promises with respect to the Leased Premises, the Property, the Adjacent Parcel and/or the Building or with respect to past, present or future activities, tenancies, rents, expenses, operations, or any other matter have been made or relied upon in the making of this Lease, other than those specifically set forth herein. Except as otherwise provided under this Lease, the Property is being delivered as is. This Lease may only be modified, or a term thereof waived, by a writing signed by an authorized officer of both Tenant and Landlord.

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

33. RELATIONSHIP OF PARTIES. This Lease shall not create any relationship between the parties other than that of Landlord and Tenant.

34. ENVIRONMENTAL MATTERS.

A. Tenant shall not cause or allow the generation, use, treatment, storage, emission, spill, release, discharge or disposal of Hazardous Substances (as hereinafter defined) existing on or near the Property, except that Tenant may handle waste generated from Tenant's operations provided the same is stored, handled and disposed of in accordance with all applicable laws.

B. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible for the clean-up or remediation of any Hazardous Substances existing on or near the Property on or before the date of this Lease.

C. Tenant will indemnify and hold harmless Landlord, its successors and assigns, from and against any and all liabilities, actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorney's fees, consultants' fees and remedial costs), suits, costs of any settlement or judgment and claims which may be paid, incurred or suffered by Landlord as a result of the presence on or under the Property of Hazardous Substances, which presence is due to any act or omission of Tenant which is (1) negligent, (2) unlawful, or (3) in violation of Tenant obligations pursuant to this Lease. Neither Landlord nor Tenant shall be liable under this Subsection C for the acts or omissions of third parties.

D. "Hazardous Substances" shall mean hazardous or toxic substances, wastes, materials, pollutants and contaminants which are regulated by or included in any law, rule, regulation, or ordinance, enacted, issued or promulgated by any federal, state or local government entity or authority having jurisdiction over the Building, the Property or Tenant's business therein.

35. AUTHORSHIP. Neither party to this Lease shall be benefited or burdened by any rule of document interpretation or construction that otherwise would construe a document or provision against the interest of the author of that document or provision.

36. CAPTIONS. The captions, headings, article and section numbers, and index appearing in this Lease have been inserted only for convenience of reference and are intended in no way to define, limit, construe, or circumscribe the scope or intent of the sections or articles designated thereby nor in any way to affect this Lease.

37. ACCORD AND SATISFACTION. Payment by Tenant or receipt by Landlord of a lesser amount of rent or other charges herein stipulated shall be deemed to be on account of the earliest stipulated rent or other charges, and no endorsement or statement on any check or any letter accompanying any check payment as rent. Other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or pursue any other remedy in this

Lease against Tenant.

38. GOVERNING LAW. This Lease shall be construed in accordance with the laws of Pennsylvania. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and their respective seals thereunto affixed as of the day and year first above written.

WITNESS:

LANDLORD: RADNOR TOWNSHIP

By: _____

Name: James C. Higgins

Title: Vice President, Board of Commissioners

WITNESS:

TENANT: PHILADELPHIA AREA SCHOOL
BUSINESS OFFICERS ASSOCIATION

By: _____

Name:

Title:

RESOLUTION NO. 2015-84

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING THE
AWARD OF THE 2015 SUPERPAVE STREET
RESURFACING CONTRACT TO DOLI CONSTRUCCION,
INCOPORATED**

WHEREAS, the Township received sealed bids for its annual Superpave Resurfacing Project

WHEREAS, Doli Construction, Incorporated provided the lowest qualified bid

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize the Award of the 2015 Superpave Street Resurfacing Contract to Doli Construction, Incorporated in the amount of \$700,995.

SO RESOLVED this 17th day of August, A.D., 2015

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins
Title: Vice President

ATTEST:

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: August 10, 2015
TO: Radnor Township Board of Commissioners
FROM: Stephen F. Norcini, P.E., Director of Public Works *SFN*
CC: Robert A. Zienkowski, Township Manager
LEGISLATION: Resolution #2015 84– Award of the Superpave Street Resurfacing Program.

LEGISLATIVE HISTORY: The Board of Commissioners authorized the Public Works Department to receive bids for the annual Superpave Street Resurfacing Project at the May 11th, 2015, regularly scheduled Board of Commissioners meeting. Only one sealed bid was received, and the price was fifty thousand dollars over budget. The Board of Commissioners voted to allow the Public Works Department to reject all bids in the hopes of achieving lower pricing, and then re-bid the project. The Resolution at hand is the “re-bid” of that project.

PURPOSE AND EXPLANATION: Bids were received for this project in accordance with Township requirements; three bids were received as outlined below:

<u>Doli Construction, Incorporated</u>	<u>\$728,797.00</u>
Joseph Sucher and Sons, Incorporated	\$741,867.90
Innovative Construction Services, Incorporated	\$851,611.00

The budget for this year’s program is \$721,194 (\$684,474 from SLFF and \$36,720 County Aid), so even with the lowest qualified bid, there is a shortage of \$7,103. I request that we award the contract and delete one street from the program, Matlack, since the street had considerable patching done on it last year. The advertisement and bid package clearly state *“Radnor Township reserves the right to add or delete streets based on budgetary constraints; streets added or removed from the project will be done at the unit prices submitted by the successful bidder. The base repair quantities and levelling course quantities may vary once the original surface is milled.”* This will bring the project to within budget, and allow a small contingency for unforeseen base repair requirements. The contract would be awarded for \$700,995.

IMPLEMENTATION SCHEDULE: 1.) Commissioners award contract 2.) Contractor provides all required bonds and insurance certs 3.) Purchase Order processed, and Notice to proceed issued. 4.) Project to be completed by October 20th.

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

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners award the 2015 and Superpave Street Resurfacing contract to Doli Construction, Incorporated, in the amount of \$700,995.*

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

RESOLUTION NO. 2015-85

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AWARDED THE
MARLBIDGE ROAD BRIDGE REPLACEMENT
CONTRACT, B-15-0005, TO CRILON, INCORPORATED**

WHEREAS, Radnor Township is responsible for the maintenance and repair of stormwater infrastructure owned by the Township

WHEREAS, the Marlbridge Road culvert is in need of replacement

WHEREAS, the Stormwater Advisory Committee recommends and approves replacement of said culvert

WHEREAS, Crilon, Incorporated has submitted the lowest qualified sealed bid at \$205,608

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby award contract B-15-0005, the Marlbridge Road Bridge to Crilon Corporation, in the amount of \$205,608

SO RESOLVED this 17th day of August, A.D., 2015

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins

Title: Vice President

ATTEST: _____

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: August 10, 2015
TO: Radnor Township Board of Commissioners
FROM: Stephen F. Norcini, P.E., Director of Public Works *SN*
CC: Robert A. Zienkowski, Township Manager
William M. White, Finance Director
LEGISLATION: Resolution #2015-85: Awarding the Contract for the Marlbridge Road Culvert Replacement

LEGISLATIVE HISTORY: The Board of Commissioners previously awarded the design and permitting services to Gannett Fleming, and also provided authorization to receive sealed bids for the project. *This project was approved and recommended by the Stormwater Management Advisory Committee.*

PURPOSE AND EXPLANATION: The culvert through which Kirk's Run travels under Marlbridge Road has been in a deteriorated condition for several years. The asphalt above the culvert has subsided due to scouring along the foundations, the corrugated metal plate has rusted through in some areas, and roots have now grown through the plating. This culvert needs to be replaced. This project has been vetted through the Stormwater Management Advisory Committee, and the Committee has recommended to the Board of Commissioners that this project move forward. Sealed bids were received for this project through Penn BID, eBidding service. The Bid tabulation is as follows:

Company	Total Base Bid
CriLon Corporation	\$205,608.00
ABC Construction Co., Incorporated	\$283,168.27
Out of Site Infrastructure, LLC	\$287,121.00
Bencardino Excavating, Incorporated	\$362,000.00

IMPLEMENTATION SCHEDULE: The contractor will be informed of the Board's award decision immediately. Upon satisfying all submission requirements, the contractor will be issued a Notice To Proceed. The Work is scheduled to be completed this fall.

FISCAL IMPACT: The cost of the project, \$205,608, will be funded from the Stormwater Fund, 04-421-4790.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners award the Marlbridge Road Culvert Replacement Project to CriLon Corporation, in the amount of \$205,608.*

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

RESOLUTION NO. 2015-86

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING THE
CLEARANCE OF SURPLUS VEHICLES AND
EQUIPMENT**

WHEREAS, the Public Works and Police Departments annually clears its fleet of surplus equipment, due to the purchase of new equipment

WHEREAS, the Public Works and Police Department wishes to auction and dispose of vehicles and equipment outlined below:

Unit #9 – 2013 Ford Explorer, Vin# 1FM5K8AR7DGA31198, 98,000 miles, Reserve Price - \$1000.00
Unit #11 – 2013 Ford Explorer, Vin# 1FM5K8AR5DGA31197, 102,000 miles, Reserve Price - \$1000.00
Unit #17 – 2013 Ford Explorer, Vin# 1FM5K8AR5DGA31197, 80,500 miles, Reserve Price - \$1000.00
Unit #79 – 2001 Chevy 2500HD, Vin# 1GCHK24U91E255190, 135,600 miles, Reserve Price - \$1000.00
Unit #45, 2001 Jeep Cherokee, Vin # 1J4FF48S11L623238, 86,000 miles, Reserve Price \$1,000

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize the clearance of surplus vehicles and equipment, as outlined above

SO RESOLVED this 17th day of August, A.D., 2015

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins
Title: Vice President

ATTEST: _____

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: August 10, 2015

TO: Radnor Township Board of Commissioners

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

CC: Robert A. Zienkowski, Township Manager
William Colarulo, Superintendent of Police

Legislation: Resolution #2015-86: Clearance of Surplus Township Vehicles and Equipment

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

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

Unit #9 – 2013 Ford Explorer, Vin# 1FM5K8AR7DGA31198, 98,000 miles, Reserve Price - \$1000.00
Unit #11 – 2013 Ford Explorer, Vin# 1FMSK8AR5DGA31197, 102,000 miles, Reserve Price - \$1000.00
Unit #17 – 2013 Ford Explorer, Vin# 1FMSK8AR5DGA31197, 80,500 miles, Reserve Price - \$1000.00
Unit #79 – 2001 Chevy 2500HD, Vin# 1GCHK24U91E255190, 135,600 miles, Reserve Price - \$1000.00
Unit #45, 2001 Jeep Cherokee, Vin # 1J4FF48S11L623238, 86,000 miles, Reserve Price \$1,000

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

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

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners approve Resolution 2015-86: Clearance of Surplus Township Vehicles and Equipment*

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

RESOLUTION NO. 2015-87

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AWARDING THE
CONTRACT FOR ROAD DE-ICING SALT FOR THE
2015/2016 WINTER SEASON TO CARGILL,
INCORPORATED**

WHEREAS, Radnor Township annually joins Newtown Township, Delaware County along with eight other municipalities for the purpose of purchasing road de-icing salt

WHEREAS, the Township uses de-icing salt during winter months to treat certain Township streets for vehicular traffic mobility

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby approve the lowest qualified bidder, Cargill, Incorporated, to provide road deicing salt at the cost of \$62.85 per ton, delivered to the Township.

SO RESOLVED this 17th day of August, 2015

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins
Title: Vice President

ATTEST:

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: August 10, 2015
TO: Radnor Township Board of Commissioners
FROM: Stephen F. Norcini, P.E., Director of Public Works *SFN*
CC: Robert A. Zienkowski, Township Manager
LEGISLATION: Resolution 2015-87: Award of bid for De-Icing Salt for the 2015-2016 Winter Season

LEGISLATIVE HISTORY: The Township is part of a de-icing salt consortium administered by Newtown, Delaware County. The bids were received by Newtown Township for de-icing salt, per ton, delivered to Radnor Township.

PURPOSE AND EXPLANATION: The Public Works Department is seeking the award of the bid to purchase de-icing salt for the 2015/2016 winter season. This product is bid yearly with a consortium of nine municipalities. The previous year's salt contract was awarded to Oceanport, at \$56.47 per ton. This year's bid tabulations is as follows:

<u>Cargill Incorporated</u>	\$62.85/ton
Oceanport, LLC	\$64.81/ton
Morton Salt, LLC	\$72.79/ton
<i>State Contract</i>	<i>\$64.14/ton</i>

The Public Works Department is requesting the Board of Commissioners award the bid to Cargill, Incorporated, at the cost of \$62.85/ton.

IMPLEMENTATION SCHEDULE: Award of bid by the Board of Commissioners, Purchase Order processed, De-Icing Salt to be purchased as needed during the winter.

FISCAL IMPACT: Salt purchases are funded in the Snow and Ice Removal Operating Supplies Account Number 01-432-4250.

RECOMMENDED ACTION: *I recommend the Board of Commissioners award this contract to Cargill, Incorporated, for the purchase price of \$56.47 per ton, delivered to the Township.*

MOVEMENT OF LEGISLATION: I respectfully request the Board of Commissioners approve the legislation for de-icing salt purchase in order to safely maintain vehicular traffic on township roadways during the winter storms.

Appointments to
Various Boards &
Commissions

Motion to approve the
Sports Legends of
Delaware County and the
Mickey Vernon Sports
History Museum at the
Radnor Township Building



**DELAWARE COUNTY'S
BRANDYWINE CONFERENCE & VISITORS BUREAU**

Robert Zienkowski
Township Manager
Radnor Township
30 Iven Avenue
Wayne, Pa 19087-1279

August 13, 2015

Dear Bob:

My name is Tore Fiore and I am the Executive Director for the Brandywine Conference and Visitors Bureau. We have worked closely with Jim Vankoski in regard to the Mickey Vernon Sports Museum of Delaware County for the last 11 years.

It is with great pleasure to hear of your interest in housing the museum at the township building. The museum has moved from place to place over the years and it good to know that there is a chance for a permanent home in Radnor.

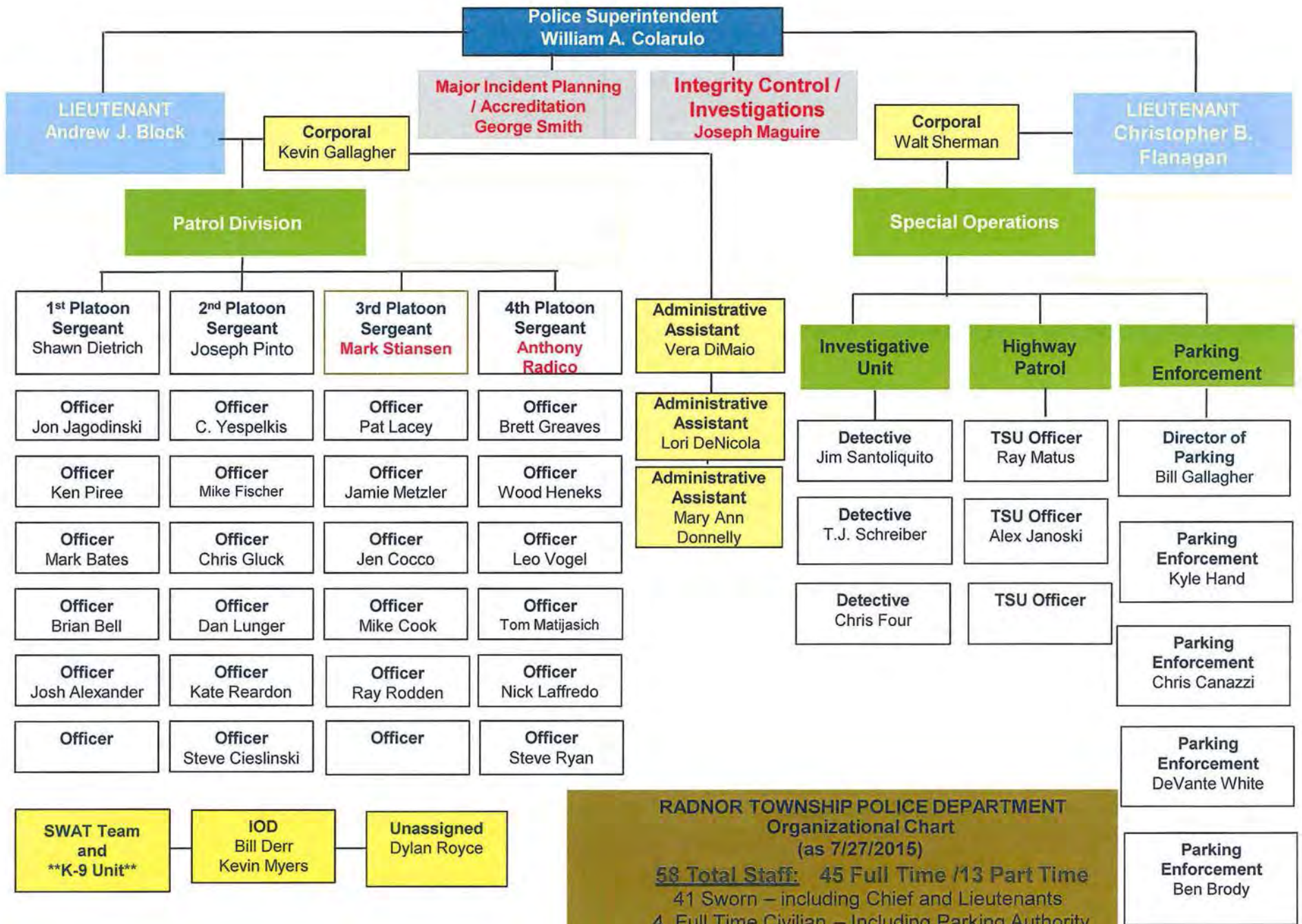
The Bureau has a vested interested in seeing that the museum can be reopened as it is a tourist attraction for locals and out of towners alike.

Whatever assistance the Bureau can provide in bringing this to fruition, please let me know.

Sincerely,

Tore Fiore
Executive Director

1501 N. Providence Road
Media, PA 19063
610 565-3679 • 800 343-3983
Fax: 610 565-0833
www.brandywinecvb.org



RADNOR TOWNSHIP POLICE DEPARTMENT
Organizational Chart
 (as 7/27/2015)

58 Total Staff: 45 Full Time /13 Part Time
 41 Sworn – including Chief and Lieutenants
 4 Full Time Civilian – Including Parking Authority
 4 Part time Civilian Parking & 9 Crossing Guards

Promotion to the rank of Sergeant:

Anthony Radico

Mark Stiansen

Appointment to the post of the Police
Department's Integrity Control Officer:

Joseph Maguire

Appointment to the post of the Police
Department's Strategic Planning Officer:

George Smith

Public Participation

**ORDINANCE 2015-12
RADNOR TOWNSHIP, PA**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, UPDATING THE 2015 CAPITAL
BUDGET BY PROVIDING SUPPLEMENTAL APPROPRIATIONS
FOR THE CLEM MACRONE PARK MASTER PLAN
DEVELOPMENT PROJECT PURSUANT TO THE HOME RULE
CHARTER**

WHEREAS, the Board of Commissioners retained Kimmel Bogrette on October 14, 2013 as part of Resolution 2013-124 to develop the Clem Macrone Park Master Plan by coordinating with the community, Township staff and other interested stakeholders; and

WHEREAS, the Kimmel Bogrette presented the preliminary conceptual plans for the Clem Macrone Park Master Plan Development Project on April 28, 2014 during the regularly scheduled Board of Commissioner meeting; and

WHEREAS, the Board of Commissioners reengaged Kimmel Bogrette on January 12, 2015 as part of Resolution 2015-03 to provide final design, permitting and bidding documents for the Clem Macrone Park Master Plan Development Project in an amount not-to-exceed \$196,000; and

WHEREAS, the Township applied for and was awarded a grant from the Department of Community and Economic Development in the amount of \$224,000 for the Clem Macrone Park Master Plan Development Project on October 2014; and

WHEREAS, the Township received \$5,000 from PECO as a donation towards the Clem Macrone Park Master Plan Development Project, which was deposited on June 26, 2014; and

WHEREAS, the Board of Commissioners adopted Resolution 2015-49 authorizing the execution of a grant application to the Department of Conservation and Natural Resources in the amount of \$350,000 for the Clem Macrone Park Master Plan Development Project; and

WHEREAS, Chapter §7.08B of the Home Rule Charter allows for supplemental appropriations if, in part, “the Manager certifies to the Board that there are available for appropriation revenues in excess of those estimated in the budget, the Board may make supplemental appropriations for operating expenses...”; and

WHEREAS, Chapter §44.11(C)(4) of the Township Administrative Code provides that an appropriate use of a nonrecurring revenue shall include “Funding capital improvements or building fund balances in Capital Improvement Fund”; and

WHEREAS, the Township’s 2014 Audited Financial Statements disclose an excess fund balance over and above the fund balances required in Chapter §44.10 of the Township Administrative Code in the amount of \$971,395 (page 18 of the 2014 Comprehensive Annual Financial Report, General Fund Balance Sheet), and the Board of Commissioners wish to utilize these funds for the Clem Macrone Park Master Plan Development Project; and

WHEREAS, The Board of Commissioners wishes to amend the 2015 Capital Appropriations as previously adopted in Ordinance #2013-23 to include appropriations for the Clem Macrone Park Master Plan Development Project.

NOW, THEREFORE, be it hereby **ENACTED** and **ORDAINED** as follows:

The 2015 Capital Fund Budget will include the following amendments:

Revenues:

DCNR Grant	05.350.3035	\$ 350,000
Park Impact Fee (from Villanova Project)	05.390.30294	174,408
Transfer from General Fund (Excess Fund Balance)	05.390.30293	971,395
Total Revenue Additions		\$1,495,803

Appropriations:

Construction	05.450.48801	1,577,312
Inspection	05.450.48801	78,216
Contingency	05.450.48801	187,718
Total Supplemental Appropriations		\$1,843,246

EFFECTIVE DATE: This ordinance shall take effect in accordance with the Radnor Home Rule Charter

REPEALER: That any Ordinances, or parts of Ordinances, conflicting with this Ordinance is hereby repealed to the extent of such inconsistency.

SEVERABILITY: If any sentence, clause, section or part of this Resolution is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Radnor Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

ENACTED and **ORDAINED** this fourteenth day of September, 2015.

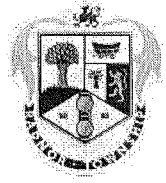
RADNOR TOWNSHIP

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

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

Radnor Township

PROPOSED LEGISLATION



DATE: August 12, 2015

TO: Board of Commissioners

FROM: William M. White, Finance Director 

LEGISLATION: An Ordinance amending the 2015 budget to include appropriations for the Clem Macrone Park Master Plan Development Project in the Capital Fund.

LEGISLATIVE HISTORY: The 2015 Operating and Capital Budgets were originally adopted by the Board on December 8, 2014 with Ordinance 2014-17. This Ordinance would be the first amendment to the 2015 budget. The Clem Macrone Park Master Plan Development Project history includes (1) Resolution 2013-124 (Oct 14, 2013) to engage Kimmel Bogrette to develop a master plan; (2) Kimmel Bogrette presentation to the Board on April 28, 2014 that conceptualized the master plan; (3) Resolution 2015-03 (Jan 12, 2015) to engage Kimmel Bogrette to develop final design, permitting and bid plans for the project.

IMPLEMENTATION SCHEDULE: It is anticipated that this Ordinance would be introduced on August 17, 2015 with a public hearing and adoption scheduled for September 14, 2015.

PURPOSE AND EXPLANATION: The purpose of the legislation is to amend the 2015 Budget to include amendments to various revenues and appropriations as set forth below to build in the full project sources and costs for the Clem Macrone Park Master Plan Development Project into the budget.

FISCAL IMPACT: The fiscal impact is summarized in the table below.

Clem Macrone Park Master Plan Development Project
Appropriation and Revenue Amendment Sources and Uses Schedule

Sources:	Status	
DCED Grant	Awarded	\$ 224,000
DCNR Grant	Applied for / Pending	350,000
PECO Contribution	Awarded	5,000
Carry Forward Budget from 2014	Approved in 2014	234,783
Excess Fund Balance Allocation from 2014	New Approval Needed	971,395
Park Impact Funds	To be paid by Villanova	174,408
Cash Reserves from Capital Fund	New Approval Needed	79,660
Total Sources		\$2,039,246
Uses:		
Project Planning, Design, Permitting, Bidding	Approved in 2015	\$ 196,000
Construction	New Approval Needed	1,577,312
Inspection	New Approval Needed	78,216
Contingency	New Approval Needed	187,718
Total Uses		\$2,039,246

RECOMMENDED ACTION: The Administration respectfully requests that the Board move to introduce Ordinance 2015-12 at the August 17, 2015 meeting with an advertised public hearing and adoption at the September 14, 2015 meeting.

Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, P.E.
Robert A. Zienkowski, Township Manager
Kevin Kochanski, RLA, CZO

CC: Roger Phillips, P.E.
John Rockwell Hosbach, ISA & RC Arborist

Date: 8/13/2015

Re: Appeal of the July 22nd, 2015, Radnor Township Shade Tree Commission's Ruling Regarding the Removal of Six (6) Sixty Foot Pine Trees by 115 Strafford Avenue LLC

Background

Throughout the process of Land Development for the above referenced project, the neighbors have emphatically, repeatedly, and very clearly put forth that they wanted the six (6) existing, approximately 50' high pine trees behind the last row of townhomes to remain on the site. This has been very clear throughout out each step in the process of Land Development:

Zoning Hearing Board Appeal #2892	August 1, 2013
Conditional Use Adjudication	October 28, 2013
Shade Tree Recommended Approval	December 10, 2013
Planning Commission Recommended Approval	March 3, 2014
Board of Commissioners Approval (final)	March 24, 2014

In the final recorded plans, the aforementioned trees were required to be left intact, with tree protection (six foot high chain link) fencing at the drip line of the trees.

In June of 2015, the Township received emails and phone calls from residents adjacent to the 115 Strafford Avenue LLC site regarding the improper planting of shrubbery and trees, but more importantly that the tree protection fence surrounding the six, sixty foot high pine trees had been removed, and that a piece of construction equipment was working under the drip line/on top of the roots of the trees.

On Friday, June 26th, the Township Manager, Township Engineer, Township Arborist, and I visited the site. What we found were the six, approximately fifty foot high, pine trees with no tree protection, and that dirt had been placed over the roots by mechanical means, and in some cases dirt was over the crown of the tree. One of the trees had a wedge removed from the base. The Arborist evaluated the trees on the spot, and noted the one tree with the wedge should be removed immediately, as it was a safety hazard. The other five trees he called for removal of because the integrity of the trees had been compromised by the addition of soil over the roots and compaction of the roots by the construction equipment (his letter report is attached for your review). At this time, the arborist had suggested nine (9), 14'-16' Norway Spruces as compensatory plantings.

I immediately informed the applicant, Bo Erixson, that due the damage caused, and the required removal of the trees due that damage, that he would need to appear before the Shade Tree Commission on July 22nd, 2015 (Shade Tree Commission YouTube video link: www.youtube.com/watch?v=N035fY2HqTQ). At the Shade Tree Commission, Mr. Erixson stated he would plant the nine 14'-16' Spruce trees as noted by the Arborist. The Shade Tree Commission also required the applicant to plant one five inch caliper shade tree. I had requested the Commission evaluate the levying of a fine, but they moved forward solely with the compensatory plantings.

Violations

It is clear the applicant for 115 Strafford Avenue LLC has violated the Shade Tree Ordinance, 2012-05:

§ 263-11. Fines and Penalties; Enforcement.

This chapter shall be enforced by the Township Manager and his duly authorized representatives, and the Township Manager shall carry out and enforce the recommendations of the Shade Tree Commission.

A. *Fines shall be levied under the following circumstances:*

- (1) *Failure to conform with a plan approved by the Shade Tree Commission.*
- (2) *Failure to install protective tree preservation fence on a construction site, or to remove such a fence during construction or clearing operations, or to violate the purpose of the fence by storing materials within the fence, thereby damaging tree roots.*
- (3) *Injury or injuries (as described in § 263-9C) or removal of any street or shade tree in violation of this chapter.*

It is clear and apparent that the representative for 115 Strafford Avenue LLC did knowingly and wantonly violate Sections 263-11, 1 and 2. It is also clear and apparent, that by removing the tree protection fence and grading under the trees' drip line, did knowingly and wantonly violate, the Conditional Use Adjudication, IV, Conclusion of Law, 4 "applicant to "avoid excessive earthmoving, undue clearance, and destruction of natural features".

The Township Administration is requesting the Board of Commissioners require the owners (applicant) of 115 Strafford LLC to install trees commensurate with the six approximately fifty foot pine trees removed, and to levy a fine in line with the egregious nature of the violations.

Enclosures: Arborist Letter
Zoning Hearing Board Decision
Developers Agreement
Final Plan Approval Resolution
Conditional Use Order



Rockwell Associates, LLC

Memorandum

Date: June 30, 2015
To: Steve Norcini
From: John Hosbach
Site: 115 Strafford
Subject: Site Meeting – Subject White Pines

Via Email

Steve,

Pursuant to our inspection on the 26th at the above referenced location, the following items were cataloged.

- I. The six white pines (*Pinus strobus*) that reside at the rear of the property have been compromised from over grading and soil placement in the critical root zone. A tree protection fence was not in place during our inspection. Removing the soil from around the root flare of these trees will not aid in mitigation, since the soil is exceedingly into the drip-line. This will in return cause decline and potential root decay. I am requesting that all six trees be removed to avoid potential conflicts and tribulations in the future with the new unit owners. I recommend the planting of (9) 14-16' Norway spruce to aid in recreating this screening objective. These are to be placed in the recently graded area behind the existing pines where the buffer planting is proposed. This should be implemented in September.
- II. Numerous trees still have the treated burlap attached and should be cut to BMP's.
- III. Sporadic plantings throughout the site are planted too high or too deep. The investment should be protected and BMP's should be employed.
- IV. Numerous shrubs and trees are in decline and should be reviewed by the owner.
- V. Some trees have been damaged from construction activity. These should be reviewed by the owner.



Rockwell Associates, LLC

I will be happy to meet with the owners to discuss in further these issues.

Please don't hesitate to call with any questions.

Best regards,

JOHN ROCKWELL HOSBACH JR.

ISA CERTIFIED ARBORIST PD-0372
REGISTERED CONSULTING ARBORIST #483

RADNOR TOWNSHIP ZONING HEARING BOARD

APPEAL NO. 2892

APPEAL OF 115 STRAFFORD AVENUE, LLC, premises located at 115 Strafford Avenue and split zoned CO and R-4. Appellant is amending its application to seek Zoning Hearing Board approvals required to redevelop the subject property by demolishing the existing structure and constructing a total of eleven (11) dwelling units within a unified group of multiple-townhouse buildings to be located on one lot. Appellant seeks the following relief:

1. A variance from Code §280-92.A(4) to allow Density Modification Development on a tract of less than five (5) acres;
2. A variance from Code §280-42 to allow residential use and related improvements in the CO Commercial-Office District;
3. Variances from Code §280-91.G to allow (i) paved vehicle turn-around areas and (ii) a six feet high wall or fence in the required buffer area from the adjoining bank property, a portion of which is zoned residential;
4. To the extent required, variances from Code §280-29 and Code §280-93 to allow multiple-family townhouse buildings on the lot;
5. To the extent required, a variance from Code §280-142.B requiring plans to be forwarded to the Planning Commission;
6. A variance from Code §280-109 to allow a six (6) feet high wall in the front yard setback;
7. Any other relief necessary to allow the proposed redevelopment of the Property.

DECISION OF THE ZONING HEARING BOARD

OPINION AND ORDER

1. Appellant seeks variances from the Zoning Code Sections enumerated above (except from Zoning Code §280-142.B as described in paragraph 2 below) to permit the Appellant to construct a residential development consisting of eleven (11) townhome units in the precise manner shown on that certain site plan (the "Plan") dated June 24, 2013 and prepared by InLand Design, which Plan has been entered into the record as Appellant's Exhibit "A-14".

2. Prior to the July 18, 2013 hearing on this Application, Appellant was able to present the plan to the Township Planning Commission, and accordingly a variance from Zoning Code Section 280-142.B is not necessary, and Appellant's request for same has been withdrawn.

3. The subject premises is split zoned R-4 and CO, with the larger portion of the subject premises being zoned R-4.

4. The subject premises presently is improved with a dilapidated building which previously was used as a restaurant.

5. Appellant intends to demolish the existing building in connection with its townhome project.

6. The subject premises is an irregularly shaped lot which is bordered on the north, west and south by commercial uses, with residences located to the east of the subject premises.

7. The subject premises has proven to be difficult to develop and utilize, as is apparent, among other things, from the several variances accorded the subject premises by this Board in the past 49 years.

8. Appellant and the surrounding community have agreed upon certain conditions for the development of the subject premises in accordance with the application (collectively the "Conditions"), which Conditions are specified on Exhibit "A" attached to this Decision and made part hereof.

9. Appellant on the record has agreed that any approval issued by this Board shall be subject to the Conditions.

10. With respect to the requested variance from Zoning Code Section 280-92.A(4) to allow Density Modification Development on a tract of less than five acres, Appellant also has acknowledged that such variance, if granted, would do nothing more than permit Appellant to apply for Density Modification treatment of the subject premises, and that Appellant's proposed development would require a conditional use from the Board of Commissioners in order to proceed as a Density Modification Development.

11. Subject to compliance with the Conditions, the physical constraints and conditions peculiar to the subject premises, including the configuration of the subject premises and the abutting non-residential uses, have combined to create severe hardship peculiar to the subject premises which is sufficient to justify the grant of the requested variance relief.

12. This hardship was not created by Appellant.

13. Subject to compliance with the Conditions, Appellant has established that the requested variances represent the minimum relief necessary to alleviate this hardship.

14. Subject to the compliance with the Conditions, the grant of the requested variances will not adversely impact adjoining properties or the surrounding community.

15. The hearing on this Appeal was properly advertised in accordance with Zoning Code Section 280-143.

CONCLUSIONS OF LAW

Subject to compliance with the Conditions, Appellant has established entitlement to the requested variance relief. The size and configuration of the subject premises, and the commercial uses abutting the subject premises, combine to create severe, unnecessary hardship which has not been created by Appellant. The prior variances granted by this Board for the subject premises attest to this hardship. Subject to the Conditions, Appellant has established that the requested relief represents the minimum relief necessary to alleviate this hardship. Subject to the Conditions, Appellant's proposed use is consistent with other land uses in this area, and will not adversely affect other properties in this area, or the surrounding community.

It should be noted that the variance relief requested in this Appeal is dimensional in nature, with the minor exception of the variance from Zoning Code §280-42 to allow residential use and related improvements in the CO District. Previous relief granted by this Board for the subject premises has involved much more intensive use variance relief.

ORDER

The requested variances from the Zoning Code Sections described in items 1,2,3,4 and 6 of the Caption, are granted, to authorize Appellant's proposed townhome development, in the precise manner shown on the Plan, and in the testimony and other exhibits presented to the Board and made part of the record to the extent consistent with the Plan, subject further to Appellant's compliance with all of the Conditions. The variance from Zoning Code Section 280-92.A(4) to allow Density Modification Development on the subject premises, notwithstanding that the subject premises comprises less than five (5) acres, shall do nothing more than to authorize Appellant to apply for conditional use approval for Appellant's proposed townhome development in accordance with all other Zoning Code provisions applicable to Density Modification. The variance in items 5 of the Caption, having been withdrawn, is not granted; the catch-all relief in item 7 of the Caption cannot be granted, as further zoning proceedings are required with respect to proposed development. In addition, the relief granted pursuant to this Decision is limited to relief from the Zoning Code as described herein, and nothing herein shall constitute approval under any other Township ordinances or regulations, including without limitation, the Township's Subdivision and Land Development Ordinance.

BY ORDER OF THE ZONING HEARING BOARD

/s/ **CHARLES FALCONE, CHAIRMAN**

/s/ **PETER H. CRAIG**

/s/ **BRADLEY DELIZIA**

**AUGUST 1, 2013: THIS DECISION SHALL EXPIRE IF THE APPLICANT FAILS TO OBTAIN A BUILDING PERMIT WITHIN SIX (6) MONTHS FROM THIS DATE:
AUGUST 1, 2013**

EXHIBIT "A" – APPEAL 2892

Conditions for Redevelopment Variances per Agreement
with Neighbors

1. Building foundation walls shall be no closer than 120' to the rear property line.
2. In consultation with a certified arborist, Developer shall use good faith efforts to preserve the existing row of 6 pine trees parallel to the rear property lines ("Pine Trees"), including, as recommended by the arborist, relocating those trees further away from the proposed dwellings.
3. Developer shall include in its landscaping plans an additional row of 6 evergreen trees with a minimum height of 15' in the gaps of the existing Pine Trees.
4. Developer shall make its landscape plans for the rear of the Property available to the neighborhood for input and shall make its landscape architect available for a meeting with the 3 adjacent owners along Farm Road for input on screening and landscaping in the rear area.
5. Developer shall provide storm water management for the site in excess of requirements.
6. A maximum of 11 townhouse units shall be permitted on the Property. The townhouse units shall have a minimum width of approximately 40' and shall be substantially similar in architecture to the rendering provided to the neighbors and entered into the record.
7. The area between Pine Trees and the rear property line shall be deed restricted open space (approximately 105' from the rear property line). Such restriction shall, however, allow for passive recreation and improvements such as landscaping, fencing, utilities, and storm water management. Such restriction shall be finalized during conditional use and land development proceedings and shall be satisfactory to the Township.
8. Screening walls on the Property shall not exceed six feet in height.

**RADNOR TOWNSHIP
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, dated this 27th day of March, 2014, is made by and between the *TOWNSHIP OF RADNOR*, a Home Rule municipality, with offices located at 301 Iven Avenue, Wayne, PA 19087 (hereinafter referred to as "*Township*"); *115 STRAFFORD AVENUE, LLC*, having a mailing address of 115 Strafford Avenue, Wayne, PA 19087 (hereinafter referred to as "*Developer*"), owner of a certain tract of land identified as No. 36-01-00537-01, (hereinafter referred to as the "*Property*"), and more fully described on a separate set of plans of record in the Township Office, said plans being prepared by Inland Design, consisting of Fourteen (14) sheets, one (1) through Fourteen (14), dated August 2, 2013, with latest revision date of March 3, 2014, said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "*Plan*").

WHEREAS, Developer represents and warrants to Township that Developer is the legal developer of the Property; and

WHEREAS, Developer proposes the redevelopment of the Property with 11 carriage home/townhouse units (hereinafter referred to as the "*Project*") on the Property pursuant to the Plan and Township's grant of conditional final approval thereof; and

WHEREAS, the Developer and Township are desirous of clarifying and stipulating in detail Developer's obligations pursuant to Township's Subdivision and Land Development Ordinance; and

WHEREAS, Developer has advised Township that it wishes to proceed with the construction of the Project; and

WHEREAS, Developer further intends to construct common amenities and improvements, including, but not limited to, roads, land clearing, stormwater management, erosion and sediment control, parking facilities, landscaping, and other requirements (hereinafter referred to as "*Improvements*") as set forth within the Final Plan Resolution No.2014-33, dated March 24, 2014, a copy of said Resolution being attached hereto and incorporated herein as *Exhibit "A"*; and

WHEREAS, Developer's Bank/Lender intends to issue an Irrevocable Letter of Credit in order to guarantee the fulfillment of the terms and conditions of this Agreement as it relates to the construction of the Improvements listed on *Exhibit "B"* (attached hereto and incorporated herein); and

WHEREAS, it is considered to be for the best interest of the parties hereto to clarify and reduce to writing the respective obligations relating to the Improvements and all other developmental aspects of the Project.

NOW, THEREFORE, intending to be legally bound, the parties hereto do hereby promise, covenant and agree as follows:

I. **PLANS OF DEVELOPER INCORPORATED BY REFERENCE**

Developer represents and warrants to Township that it is the owner of the tract of land described within this Agreement and agrees that the Plan presented to Township is in full compliance with applicable provisions of the Township Subdivision and Land Development, Zoning, Building, Plumbing, Electrical, Property Maintenance, and Fire Prevention Ordinances/Codes, as currently amended, and in full compliance with *Exhibit "A"*. The Plan

shall be duly signed by the parties to this Agreement contemporaneously with the execution of this Agreement. Developer agrees that the Plan and any work performed thereunder under this Agreement shall be in compliance with the above-mentioned Ordinances/Codes of Township and in accordance with accepted engineering practices.

II. PLANS UNDER SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

Concurrently with the return of this Agreement, Developer agrees that it will supply to Township the Plan in compliance with the Township Subdivision and Land Development Ordinance and in compliance with the rules and requirements of the Delaware County Recorder of Deeds. The returned Plan shall be in the form of six (6) paper copies of said mylar prints. All such prints and copies of the Plan will be signed by Developer and duly acknowledged by a raised notary seal affixed. All prints and copies acknowledged by a corporation will have the raised corporate seal affixed. These prints and copies shall also have affixed thereto an imprint placed by Developer's professional engineer and surveyor. Upon approval by Township, the Plan shall be signed by the Radnor Township Board of Commissioners. Said Plan and this Agreement, or a memorandum thereof, shall be recorded in the Office of the Delaware County Recorder of Deeds at the expense of Developer.

III. CONSTRUCTION PLANS

To the extent required by applicable codes and if requested by the Township, Developer agrees to provide Township with five (5) full sets of site development plans for this Project and agrees that no construction shall commence until this provision is fully met. Construction Plans shall be signed and sealed by the Developer's professional engineer and surveyor and shall be submitted to the Township Engineer for approval. A preconstruction meeting shall be held with

the Township and all outside agencies, if any, upon Construction Plan approval by the Township Engineer.

IV. OTHER IMPROVEMENTS

Before commencing any work under the terms of this Agreement and before any permits shall be issued by Township, Developer shall execute and deliver to Township the required stormwater management facilities agreements(s), and any required document related to the review, approval, construction, maintenance, and/or management of the Project, all in the respective form prepared by the Township Solicitor. Said documents, as applicable, shall be in recordable form and shall be held by Township and not recorded until Township has certified the completion of the Improvements.

V. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

Developer agrees that all construction shall be completed in accordance with this Agreement and the Plan. Developer shall, at its own expense, construct, install, and complete all of the Improvements as indicated on the Plan and required under this Agreement. An estimate of the cost of completing the Improvements, as approved by Township, is attached hereto and incorporated herein as *Exhibit "B"*. The aforesaid costs set forth in *Exhibit "B"* are estimates of the costs to complete the Improvements.

Developer further agrees that it shall pay all other costs for the completion of this Project in accordance with this Agreement regardless of what these costs might be, including, but not limited to, the payment of expenses, legal and engineering fees, and any other professional consultant costs incurred by the Township for the completion of the approval of the Plan, preparation of the Agreement, Resolution, and other papers relating to the acceptance of this Agreement by Township, and inspection and monitoring of the construction of the Project. In the

event that any such costs have been omitted from *Exhibit "B"*, such costs shall still be the obligation of Developer to pay. Notwithstanding anything to the contrary, however, Developer and the Township shall be bound by Section 503.1 of the Municipalities Planning Code ("*MPC*") regarding professional consultant fees due the Township.

Developer acknowledges and agrees that no permits will be issued by Township for work on this Project until the estimated costs of the Improvements have been approved by Township, incorporated herein, and an adequate Irrevocable Letter of Credit is issued by Developer's Banker/Lender to guarantee the proper construction of the Improvements. Furthermore, Developer acknowledges and agrees that no permits will be issued by Township for work on this Project until the Plan has been recorded and all other agreements have been executed by the Developer and approved by the Township.

VI. FINANCIAL SECURITY

Developer and Township agree that an Irrevocable Letter of Credit (hereinafter referred to as "LOC") from WSFS Bank (hereinafter referred to as "Issuer") shall be provided in the amount of Four Hundred Eighty-Four Thousand Eight Hundred Fifty-Eight Thousand Ninety-Two Cents (\$484,858.92) in Township's name for the express purpose of guaranteeing Developer's obligations under this Agreement and associated documents, including, but not limited to, the attached exhibits and Plan to construct the Improvements as shown on the Plan and as required by this Agreement and the applicable Township's Ordinances and Resolutions. As such, this LOC constitutes financial security for Township. Developer agrees that said LOC shall be extended in time as needed to complete the Improvements as described upon the Plan and within this Agreement. The terms and conditions of the LOC are incorporated herein, made a part hereof, and

agreed to by Developer and Township. No permits will be issued for any construction until the LOC is provided.

In accordance with the MPC, the Township may periodically authorize Issuer to reduce the amount of the aforesaid LOC by delivering an authorization voucher signed by the Township Secretary to the Issuer. In no event, however, will funds in excess of ninety percent (90%) of the original account be released except as hereinafter provided upon completion and Township acceptance of the Improvements.

Developer hereby agrees if Township, after first providing fifteen (15) days' notice and opportunity to cure, determines that Developer has defaulted upon any material obligation under this Agreement, Township shall have the right and privilege to make demand upon Issuer for full payment of the LOC or any part thereof. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by Issuer shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by Issuer shall be used to cure the announced default and the resulting expenses incurred thereby, including, but not limited to, engineering fees, attorney's fees, improvements or demolition costs, and repair costs. The remaining balance of said payment, if any, shall then be deposited in a separate, Township held, escrow fund.

Developer acknowledges that the amount of financial security required by Township to secure the completion of construction of the Improvements shall increase on an annual basis by an additional ten percent (10%). The first such increase shall occur on the first anniversary date of this Agreement and shall occur annually thereafter. The monies necessary to cover each increase shall be deposited, secured, or arranged for by Developer within thirty (30) days. The

increased required amount of financial security shall equal one hundred ten percent (110%) of the cost of completing the remaining required Improvements as of December 31st of the preceding year, such estimated cost of completion shall be subject to review and approved by the Township.

VII. INDEMNIFICATION

Developer agrees to defend, indemnify, and hold harmless Township, Township officials, Township employees, Township agents, and Township professionals and their respective agents and employees from and against all claims, damages, losses, and expenses, including attorneys fees, arising out of or resulting from: (1) the construction of the Project; (2) the approval of the Improvements or the Plan; (3) the rough grading and final grading of the Property or any other lands for the Project; or (4) any water or storm drainage runoff from the Property, provided that they do not relate to negligence or willful misconduct of the Township Parties. Developer assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the construction of the Project. In the event a third party, their agents, servants, employees, heirs, assigns, or grantees institute any legal action whatsoever (except relating to negligence or willful misconduct of the Township Parties) against Township, its officials, employees, agents, and professionals, including the Township Engineer and the Township Solicitor, arising in any way out of the Project, Developer hereby agrees to pay any and all attorneys fees, engineering fees, court costs, and/or any other fees, costs, or expenses incurred by Township and its officials, employees, servants, agents, and professionals.

VIII. INSURANCE

Developer agrees to maintain as to this Project, policies of liability insurance in full force and effect during the life of this Agreement expressly naming Radnor Township, and Radnor

Township elected and appointed officials while acting on Township business. These policies shall be provided by an insurance company that is rated "A" or better by the A. M. Best Company. The premiums for said insurance shall be paid in advance for the entire period covered by said insurance, and written proof of said payment shall be provided to the Township. Each of the following types of policies shall be maintained, and they shall provide the following coverage:

a. General Liability - Coverage for personal injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.

b. Automobile Liability - Coverage for personal injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million Dollars (\$1,000,000.00) per personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability Policy shall, at minimum, include the following endorsements: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.

c. Excess Liability - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional One Million Dollars (\$1,000,000.00) coverage per occurrence and in the aggregate for personal injury and property damage combined.

d. Workmen's Compensation - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

Developer agrees that no construction shall commence until the Township Solicitor has reviewed and issued an opinion of approval on the Policies of Insurance or Certificates indicating Policies to be issued and in full force and effect before construction commencement. Developer further warrants that said insurance coverage shall not be altered, modified, or canceled until dedication of the Improvements has been officially accepted by Township or by the express written consent of Township.

IX. SUBCONTRACTORS AND MATERIALS

Developer shall contract work on the Improvements only to recognized and established subcontractors. Prior to the commencement of any work, Developer has, on the Plan, provided to the Township Engineer the specifications of all materials being used to install the Improvements. Developer agrees that in the event the Township Engineer determines that materials were installed without the prior inspection as herein provided, where such inspection is required, then said material shall be removed and replaced with accepted/approved material, and the labor shall be done anew to the satisfaction and approval of the Township Engineer, all at the cost and expense of Developer.

Developer shall be responsible for the compliance of all its contractors, subcontractors, and suppliers with all applicable Federal, State, County, and Township statutes, ordinances,

rules, and regulations, as well as this Agreement, as they may apply to the Project and/or any work being conducted upon the Property. Such compliance shall include, but not be limited to, the procurement of all necessary permits and licenses and the payment of all required contributions, fees, premiums, and taxes.

X. REMOVAL OF DEBRIS

Developer shall be responsible for the discarding of rubbish, debris, and other waste materials such as papers, cartons, and the like (whether discarded by Developer or others employed by it, by contractors/subcontractors, or by others engaged in the delivery of materials to the Project), and agrees to prevent the same from being deposited, either by being thrown or blown, upon land adjacent to or within the vicinity of the Project. All rubbish, debris, other waste materials, building materials, unused materials, tools, and equipment shall be removed promptly from the Property, and as work progresses, the Property shall be kept clean of any and all rubbish, debris, and other waste materials. Developer further agrees that all rubbish, debris, and other waste materials shall be disposed of in accordance with Pennsylvania Department of Environmental Protection regulations regarding handling, disposal, and storage of solid waste and hazardous waste materials. If Developer or any of its contractors, subcontractors, or suppliers fail to comply with any of these conditions, after fifteen (15) days prior notice and opportunity to cure, Township shall have the right to perform such cleaning of the Property and disposal of rubbish, debris, and other waste materials with its own employees or contractors and recover the cost of such service from the financial security.

Developer shall provide and maintain properly secluded sanitary conveniences in accordance with existing regulations of the Departments of Labor and Industry and Public Health for the use of workers and other visitors to the Property.

XI. SAFETY PRECAUTIONS

At all times prior to completion of the Project and the Maintenance Period, Developer shall have available twenty-four (24) hours a day, seven (7) days a week, two (2) separate individuals who may be contacted by Township in the event of any emergency requiring action or consent on the part of Developer. These emergency contacts shall have full power to authorize, direct, or consent to any required emergency action on the part of Developer, Township, any utility, any governmental agency, or any emergency service. The emergency contacts' names, addresses, and facsimile, telephone, mobile phone, and pager numbers shall be provided, in writing, to Township immediately following execution of this Agreement. Any change in an emergency contact's identity or information must be provided in writing to Township at least forty-eight (48) hours in advance of the change occurring, along with the date such change will take place. No permits shall be issued unless Township has current, up-to-date information regarding the emergency contacts.

XII. EROSION AND SEDIMENTATION CONTROL

No grading, excavating, removing or destruction of topsoil, trees, or other vegetative cover of any kind, nor any changes in the contours of the Property shall be made until such time as a plan for minimizing soil erosion and sedimentation (hereinafter referred to as the "E&S Plan") and approved by the Township, and if applicable, the Delaware County Soil Conservation Service and the Pennsylvania Department of Environmental Protection. All appropriate soil erosion and sedimentation control measures applicable to the specific work being initiated by Developer shall be installed and implemented prior to commencing any other work on the Project. Grading and/or clearing of ground shall not proceed for any portions of the Property on which soil and erosion control has not been fully installed. Developer shall comply with the E&S Plan during the course of construction and shall use all care possible to prevent siltation and

other pollution of the waters of the Commonwealth of Pennsylvania, even if measures exceeding those set forth on the E&S Plan, and/or the Plan must be employed, installed, and/or constructed. Developer further agrees to maintain control over dust or dirt blowing off the Property in accordance with the applicable rules, regulations, and procedures of the Township.

Developer agrees to construct all drainage facilities, incidental drainage facilities, and grading improvements required by the Township Engineer or his authorized representative in accordance with the E&S Plan and/or the Plan. If at any time Developer fails to comply with the provisions of this paragraph, Township shall have the right to refuse to issue any further permits for the Project and to suspend or revoke any such permits previously issued, until such time as Developer has complied with the directions of the Township Engineer to correct any drainage problems or do any additional drainage work as required by the E&S Plan and/or Plan.

All drainage facilities, incidental drainage facilities, and grading improvements required by the E&S Plan, and/or the Plan to be constructed by Developer on the Property shall be completed, inspected, and approved prior to the construction or erection of any structure that will create water runoff intended to be controlled by those facilities or grading improvements. The construction of such drainage facilities, incidental drainage facilities, and grading improvements shall be done simultaneously and in conjunction with construction of the other public improvements for the Project to ensure all of the Improvements are stabilized prior to the erection and construction of any structures.

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the E&S Plan and shall be done in such a manner so as to cause minimal inconvenience to residents living adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed

on site in accordance with the Plans or as directed by the Township Engineer. Any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored in accordance with the Plan. No topsoil shall be removed from the Property without approval of the Township Board of Supervisors in accordance with the Subdivision and Land Development Ordinance, as amended.

All grading shall be conducted in accordance with the Plan and all building and lot improvements shall be constructed in accordance with the approved Building Permit Plan as per the Uniform Construction Code, as amended.

XIII. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION

All utility lines to be installed in or upon the Property in connection with the Project shall be placed in accordance with the Plan, and if not otherwise specified on the Plan, shall be placed underground. Developer shall be obligated to locate all underground structures and utilities that may be encountered during the construction of the Project, including, but not limited to, water, steam, oil and gas mains and lines, and storm and sanitary sewers, and shall undertake any and all steps necessary to protect these structures and utilities from damage or disruption. To determine the location of these underground structures and utilities, Developer shall make arrangements with a representative of the owners of such underground structures or utilities to mark the locations thereof. Developer shall pay any and all costs associated with the identification and protection of all underground structures and utilities including, but not limited to, the digging of test holes, the services of the aforementioned owner representatives, and the use of men and equipment to determine the location of an underground structure or utility. Developer shall be responsible for any and all damage to any underground structure or utility resulting from

Developer's construction upon or development of the Property and shall immediately repair all such damage.

Developer shall not enter upon or occupy with men, tools, or material any private lands outside the Property, without prior written permission of the owners of such lands.

At all times during the construction of the Project, Developer shall conduct its work in such a manner as to minimize the obstruction of traffic and any inconvenience to the general public and the use and enjoyment of their residences. During the course of the construction, Developer shall maintain such barricades, warning lights, and/or flares as are necessary to protect traffic and the traveling public in general. No materials shall be stored upon any street under any circumstance, regardless of whether such street has yet to be dedicated to Township. All storm drainage and sewer inlets shall be kept unobstructed at all times. Fire hydrants on, adjacent to, or serving the Property shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within fifteen feet (15') of any hydrant. All unfinished work in or upon a street shall be left in such a condition as to make the Property accessible at all points to police, fire, and other emergency apparatus.

Developer shall not permit its vehicles or the vehicles of its employees, contractors, subcontractors, or suppliers to deposit mud, stones, or other debris onto the existing public streets of Township. Developer shall be responsible for immediately removing any such deposits. In the event that such deposits are not removed within twenty-four (24) hours of receipt of written notice from Township to do so, Township shall have the right to remove such deposits using its own personnel or private contractors and to obtain reimbursement for the cost and related expenses, including, but not limited to, legal and engineering fees, of such removal from the financial security.

All traffic control and street signs shall be paid, furnished, and erected by Developer to the Pennsylvania Department of Transportation and Township specifications. All such signage shall be of a standard type approved by Township.

If the Plan requires curbs, sidewalks, cartway widening or improvements, drainage improvements, streetlights, and/or any other right-of-way improvement on or along any existing or proposed road, such right-of-way improvements shall be constructed/laid in accordance with Township specifications and any other applicable specification. No installation of blacktop or macadam on any roadway shall be permitted between November 14th and March 15th of any year without prior approval of the Township Engineer.

No construction work or related activities shall take place after 7:00 p.m., or before 7:00 a.m., on any day of the week. Any construction work or related activity that creates excessive noise and/or disturbs the surrounding neighborhood, such as the running or operation of equipment and machinery, blasting, hammering, etc., shall be prohibited prior to 7:00 a.m. or after 7:00 p.m. on weekdays and prohibited entirely on Sundays and Federal holidays. Developer agrees to take reasonable steps necessary to minimize negative impacts, such as offensive odors, sights, sounds, vibrations, etc., the construction of the Project has upon the surrounding neighborhood and shall ensure all construction activities will comply with the applicable Federal, State, County, and Township statutes, ordinances, rules, and regulations.

XIV. MAINTENANCE OF IMPROVEMENTS AND DEVELOPER'S OBLIGATION AFTER CONSTRUCTION

Developer acknowledges that all common amenities shall be constructed in accordance with the Plan, the E&S Plan, and this Agreement. Prior to approval of the Improvements by the Township, Developer shall be responsible for all maintenance of the common amenities, including, but not limited to, normal repairs and upkeep, lawn mowing, and snow and ice

removal. Developer also acknowledges that upon completion of construction all common amenities related to the Project shall be maintained in good repair, including, but not limited to, roads, stormwater facilities, signage, buffering, curbing, sidewalks, retaining walls, light standards, parking spaces, including striping of same, fire lanes, including striping of same, landscaping, and paved areas in accordance with Township ordinances, codes, rules, and regulations if applicable. Developer's obligation to repair, replace, and maintain the foregoing common amenities shall be deemed a covenant to run with the land and shall be binding upon Developer, its heirs, successors and assigns.

XV. TIME FOR COMPLETION

Developer acknowledges that the time for completion of the construction of the Improvements detailed on the Plan is eighteen (18) months from the date of the execution of this Agreement. In the event that the Improvements are not completed by said date, the Developer shall submit a written request to the Board of Commissioners for an extension of time for completion of Improvements or the Township may use the financial security provided for herein for the completion of said Improvements or may, after providing at least fifteen (15) days prior notice, take such further action as set forth in this Agreement to guarantee said completion. The parties agree that time is of the essence.

XVI. BLASTING

Township has adopted the Uniform Construction Code of Pennsylvania (hereinafter referred to as the "*UCC*"), and the provisions thereof shall regulate blasting activities by Developer both on and off the Property. Where the terms of this Agreement exceed the requirements of the UCC, the terms of this Agreement shall control.

Before a blasting permit is requested, Developer shall meet with the Township Engineer to review all alternatives reasonably available in lieu of blasting. The Township Engineer shall report in writing to the Board of Supervisors at their next regularly scheduled public meeting concerning the results of this meeting. No blasting permit shall be issued prior to such written report being received and reviewed by the Board of Supervisors. Notice of the proposed blasting shall be prominently published in either the Main Line Suburban Life or Delaware County Daily Times newspaper two (2) times prior to any proposed blasting, with at least ten (10) days between each such publication. The first publication shall not be more than forty-five (45) days from the commencement of the blasting, and the second publication shall not be less than ten (10) days from the commencement of the blasting. The published notice shall state the location(s), purpose(s), date(s), time(s), and amount of blasting proposed to take place. Such publication shall be at Developer's sole expense, and Developer shall provide Township with proof of such publication prior to the issuance of a blasting permit.

As a condition for the issuance of a blasting permit, Developer shall provide insurance coverage specifically endorsed for blasting activities. Original policy(ies) of insurance that provide liability coverage for all blasting activities shall be forwarded to Township for review and approval prior to the issuance of the blasting permit. Such liability insurance shall be in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate with an excess liability or umbrella policy of at least Four Million Dollars (\$4,000,000.00). The blasting insurance coverage may be provided by either Developer or its blasting contractor, so long as the minimum insurance coverage stated above is provided and the policy(ies) name Developer, Developer's contractors and subcontractors, Developer's blasting contractor, and Township as additional insureds.

Upon the request of an owner of any structure located within three hundred fifty feet (350') of the location of any blast, Developer, at its sole expense, shall perform a pre-blasting survey prior to the issuance of a blasting permit. This written survey shall list in detail any pre-existing damage to structures, as well as the existence of any drinking water wells, septic or private sewage disposal systems, pools, or any other structures that may be sensitive to blasting activities. A copy of this written survey shall be signed by Developer and provided to the owner at least five (5) days prior to the proposed blasting activity.

Developer shall provide at least fourteen (14) days prior written notice by first class mail, postage prepaid, to all persons residing upon or owning property located within one thousand feet (1,000') of the proposed blasting site(s). This written notice shall advise such residents and property owners when blasting is expected to begin, the anticipated duration of such blasting activities, and the name, address, and policy number of the insurance company providing coverage for such blasting activity. Proof of service of this notice to each resident/property owner shall be provided by Developer to Township as a condition for the issuance of a blasting permit.

Developer shall provide the Township's Engineer with a plan showing the location of blasting activity at least seven (7) days in advance of blasting. All blasts taking place within five hundred feet (500') of any structure shall be monitored by seismic instrumentation, and the results thereof shall be promptly provided to Township. All blasts shall be conducted in accordance with all applicable regulations of the Pennsylvania Department of Environmental Protection, and Developer shall provide copies of all blasting reports prepared for submission to the Pennsylvania Department of Environmental Protection to Township.

In the event any individual or entity makes a written claim for damage allegedly arising out of the blasting activities, Developer shall make contact with such individual or entity within forty-

eight (48) hours of receiving notice of the claim, and thereafter Developer shall promptly notify its insurance carrier(s) providing blasting coverage for the claim with a copy of such written notification transmitted to the individual or entity by ordinary mail.

XVII. REIMBURSEMENT FOR COSTS AND EXPENSES

In accordance with Section 503.1 of the MPC, Developer agrees to pay all reasonable bills and invoices for engineering, inspection, legal, and other professional services that Township incurs for such services for the time that the Engineer, Inspector, or other professional for Township is actually engaged as a result of the following: (1) review and approval of the Plan; (2) development of the Project in accordance with the terms of the Plan approval; (3) preparation of agreements, documents, deeds, easements, etc., incidental to the approved Plan; (4) monitoring, testing and inspecting of the work required of Developer under the approved Plan; (5) preparation for and attendance at meetings relating to the Plan or Project; and (6) enforcement of the terms of this Agreement.

Developer acknowledges that Township has established a sum of Four Hundred Twenty-One Thousand Six Hundred Sixteen Thousand and Fourth-Five Cents (\$421,616.45) as set forth within the construction cost estimate of Inland Design, dated February 11, 2014, a copy of which is attached hereto and made a part hereof as *Exhibit "B"* to ensure that Township will be reimbursed for all engineering, inspection and professional services which it incurs during the Project and/or to ensure compliance with this Agreement and the Plan. In the event that these sums are insufficient to pay all Township incurred professional services costs, Developer agrees that the five percent (5%) Township security as set forth on the attached *Exhibit "B"* may be utilized to reimburse Township for such costs. If any invoice to Developer from Township for engineering, inspection, legal, or other professional services incurred by Township is not paid by

Developer within thirty (30) days after presentation and Developer has not filed a timely challenge to the invoice pursuant to the MPC, Township is authorized to direct Developer's Escrow Agent to pay such invoice directly to Township.

XVIII. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

All work to be accomplished by Developer in the fulfillment of this Agreement is subject to inspection by Township, at Developer's expense. Developer shall notify Township at least twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) prior to the time when Developer proposes to commence work on any Improvement. Developer shall arrange in advance with Township for a schedule of inspections. Any construction which proceeds without at least twenty-four (24) hours advance notice (exclusive of Saturdays, Sundays and holidays) to Township shall be uncovered or made available for inspection by Township at Developer's expense, and if found defective in any manner, Developer will, at its cost, remove all materials from and redo all such work and not proceed further until Developer gives proper notice to Township. In the event that Township inspection is required on Saturdays, Sundays and/or holidays, Developer shall pay the expense of said inspection at one and one-half (1½) the normal hourly rate charged by the Township Engineer as approved by Township.

Subject to the requirements of the MPC, Section 509(m), no structure shall be occupied and no certificate of occupancy shall be issued until said structure and all of its appurtenances, including all sanitary sewer, storm sewer, roads, and any other improvements required by this Agreement have been completed, and inspected and approved by Township. Subject as aforesaid, all requirements applicable to said structure under this Agreement, the Plan and any statute, ordinance, rule, or regulation must be complied with and all roads necessary for ingress and

egress to said structure by its occupants and emergency vehicles must be completed up to and including the application of the pavement binder course prior to the issuance of a certificate of occupancy. Subject as aforesaid, furthermore, no structure shall be occupied until provisions have been made to prevent the discharge of surface waters from or onto that structure's lot, including, but not limited to, seeding or sodding. Developer shall also, prior to the issuance of any certificate of occupancy, install street signs and house numbers for the structure being occupied to enable the easy location and identification of said structure by emergency personnel.

Subject as aforesaid, Developer agrees that possession of any building unit encompassed by the Project shall not be delivered to any prospective purchaser and/or tenant until a written certificate of occupancy is issued by Township.

Township shall have the right to inspect any of the work being performed on the Property, at any time, to determine if the work has been and is being carried out in compliance with the Plan the Township's approvals thereof, the applicable statutes, ordinances, rules, and/or regulations, and this Agreement.

XIX. TOWNSHIP TO COMPLETE

In the event the work of completing the Improvements to be performed by Developer is not completed under the terms of this Agreement within the time specified in Paragraph XVI, known as "Time for Completion", Township, after providing fifteen (15) days written notice and an opportunity to cure, at its sole option, may perform the said work by its employees or by its designated contractors and shall receive as payment for the same all sums of money equal to the reasonable costs of such work from the financial security under the terms of this Agreement. Developer hereby agrees, upon written demand from Township through its Solicitor, to pay the same over to Township, without any further requirement in regards thereto, to reimburse

Township for the reasonable cost of the hereinbefore-stated work and any other reasonable costs incurred by Township and owing to Township under the terms of this Agreement. In addition, Developer grants Township the right to enter any and all portions of the Property to install, construct, and maintain the Improvements.

If the financial security is insufficient to pay the cost of installing, maintaining or repairing all of the Improvements covered by this Agreement, Township may, at its option, install such Improvements in all or part of the Project and make demand upon Developer for the costs in excess of the financial security. If Developer refuses to cover the excess costs, Township may institute an appropriate legal or equitable action to recover from Developer the monies necessary to complete the remainder of the Improvements or, in the alternative, may place a lien on the Property for the amounts expended by Township to improve the Property and related expenses and costs as provided herein. In all cases, Developer shall be jointly and severably liable and responsible for one hundred percent (100%) of the costs of the installation, construction, maintenance, and repair of the Improvements incurred by Township, plus all related expenses, including such reasonable attorney's fees and engineering costs as may be incurred by Township in enforcing the provisions of this Agreement against Developer.

XX. REMEDIES AND WAIVER

If Township determines that a violation of the terms of this Agreement has occurred or is threatened, it shall give written notice to Developer of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with this Agreement, to restore the portion of the Property so injured to its prior condition in accordance with the Plan and this Agreement. If Developer fails to cure the violation within fifteen (15) days after receipt of notice thereof from

Township, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) day period, fails to begin curing such violation within the fifteen (15) day period, or fails to continue diligently to cure such violation until finally cured, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

If Township, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, Township may pursue its remedies under this Paragraph without prior notice to Developer or without waiting for the period provided for cure to expire. Developer agrees that Township's remedies at law for any violation of the terms of this Agreement are inadequate and that Township shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Township may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Forbearance by Township to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by Developer shall not be deemed or construed to be a waiver by Township of such terms, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Township's rights under this Agreement. No delay or omission by Township in the exercise of any right or remedy upon any breach by Developer shall impair such

right or remedy or be construed as a waiver. Developer hereby waives any defense of laches, estoppel, or prescription.

Nothing contained in this Agreement shall be construed to entitle Township to bring any action against Developer for any injury to or change in the Property resulting from causes beyond Developer's control, including, without limitation, fire, flood, storm, or earth movement, or from any prudent action taken by Developer under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

XXI. DAMAGE TO TOWNSHIP ROADS

Any damage to a Township road to a point where said Township road first intersects the State highway from the site which is used as access to the site by construction traffic and which damage is not related to normal wear and tear, and is caused by construction traffic in connection with the Project, shall immediately be repaired by Developer at his expense and to the satisfaction of the Township Engineer upon receipt of notice of said damage from the Township.

XXII. EXTENT OF AGREEMENT

The parties agree that this Agreement contains all of the agreements between the parties and that there are no other agreements or representations made by either of them.

XXIII. THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that no third party beneficiaries are created by this Agreement.

XXIV. ASSIGNMENT

Except an assignment to a bona-fide purchaser of the Property, Developer shall not assign this Agreement, in whole or any part, to any person or other entity without the prior written consent of Township, provided, that an assignment may be made to the Lender/Bank holding the

financial security for this Project, if and only if the Lender/Bank exercises its rights under collateral assignment and notifies Township of its intent to assume the obligations of Developer under this Agreement. Any attempt at assignment without the prior written consent of Township shall be null and void, not binding on Township, and the same shall constitute a default under this Agreement. It being understood by the parties hereto that the final approval of the Plan has been granted solely to Developer.

XXV. SUCCESSORS AND ASSIGNS

This Agreement shall extend to and bind the successors and assigns of the respective parties hereto, as well as the parties hereunder.

XXVI. GENDER

The singular shall include the plural and the masculine shall include the feminine and neuter, where the context thereof shall permit or otherwise require.

XXVII. GOVERNING LAW

This Development Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and Ordinances of Radnor Township. All the parties to this Agreement hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Delaware County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement or the Contract for Professional Services.

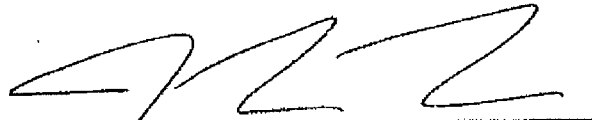
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

DEVELOPER:

115 STRAFFORD AVENUE, LLC

BY ITS MANAGING MEMBER,

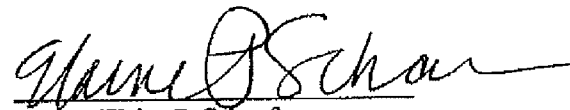
By:


Name: John W. Benson, III
Title: managing member

TOWNSHIP:

RADNOR TOWNSHIP

By:


Name: Elaine P. Schaefer
Title: President

ATTEST:


Robert A. Zienkowski, Secretary

INLAND DESIGN

Civil Engineers, Surveyors & Land Development Consultants

February 11, 2014

Radnor Township
Attn: Mr. Roger A. Phillips, P.E., Township Engineer
301 Iven Avenue
Wayne, PA 19087

Re: **115 Strafford Avenue Land Development
Certified Improvements Escrow Estimate
Inland Project No. 10262**

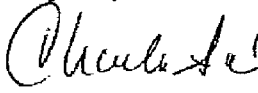
Dear Mr. Phillips:

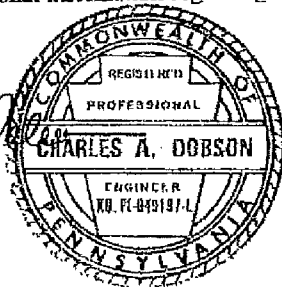
Please find attached a breakdown of the estimated costs associated with the installation of the site improvements related to the Final Land Development Plan for 115 Strafford Avenue. Based on the attached breakdown of costs, we estimate that the costs for this project to be as follows:

Total Estimated Construction Cost -	\$421,616.45
5% for Township Inspection -	\$21,080.82
<u>10% Construction Contingency -</u>	<u>\$42,161.64</u>
Total Estimated Cost -	\$484,858.92

It is our understanding that the applicant will post the required financial security in accordance with the requirements of Radnor Township. As such, we respectfully request that all requests for reduction in this escrow be processed by Radnor Township in a timely and expeditious manner. Please feel free to contact me if you need any additional information regarding this matter.

Very Truly Yours,


Charles A. Dobson, P.E.
President



/s/ cad

Enclosure -- Site Construction Cost Estimate

C: Bo Erixson - 115 Strafford Ave, LLC
George Broseman, Esq. - Kaplin Stewart
file

Exhibit "B"

**RADNOR TOWNSHIP
ESCROW RELEASE FORM**

Project: 115 STRAFFORD AVE.

Escrow Release # _____

Date: _____

ITEM	DESCRIPTION	UNIT	QTY.	UNIT	ESCROW	PREVIOUSLY	THIS	ESCROW BALANCE
	Construction Stakeout	LS	1	\$ 10,700.00	\$ 8,950.00			\$ 8,950.00
	SUBTOTAL:				\$ 8,950.00		\$ -	\$ 8,950.00
	CLEARING							
	Clearing and Grubbing	LS	1	\$ 19,500.00	\$ 19,500.00			\$ 19,500.00
	SUBTOTAL:				\$ 19,500.00	\$ -		\$ 19,500.00
	EROSION CONTROL							
	Construction Entrance	EA	1	\$ 2,800.00	\$ 2,800.00			\$ 2,800.00
	ECS-1/S-75 Matting *EMS01	SF	3,805	\$ 0.16	\$ 578.87			\$ 578.87
	4' Green Construction Fence for Recharge Bed	LF	205	\$ 1.75	\$ 358.75			\$ 358.75
	4' Orange Tree Fence	LF	515	\$ 1.75	\$ 901.97			\$ 901.97
	Silt Fence SF18	LF	1,042	\$ 1.25	\$ 1,302.56			\$ 1,302.56
	Sediment Trap	EA	1	\$ 6,480.00	\$ 6,480.00			\$ 6,480.00
	Site Stabilization	SQFT	50,600	\$ 0.07	\$ 3,542.00			\$ 3,542.00
	Maintenance of E&S	EA	1	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00
	SUBTOTAL:				\$ 18,462.15	\$ -	\$ -	\$ 18,462.15
	Recharge Pit							
	36" HDPE Pipe full Perf	LF	184	\$ 152.00	\$ 27,968.00			\$ 27,968.00
	36" HDPE 90 degree bend	EA	2	\$ 85.00	\$ 170.00			\$ 170.00
	36" HDPE Coupler	EA	6	\$ 20.00	\$ 120.00			\$ 120.00
	C Top Inlet modified	EA	1	\$ 3,790.00	\$ 3,790.00			\$ 3,790.00
	M Top Inlet Modified	EA	2	\$ 4,240.00	\$ 8,480.00			\$ 8,480.00
	SUBTOTAL:				\$ 40,528.00	\$ -	\$ -	\$ 40,528.00
	EARTHWORK							
	Strip and store topsoil	CY	1,250	\$ 3.00	\$ 3,750.00			\$ 3,750.00
	Respread Topsoil	SY	1,250	\$ 3.00	\$ 3,750.00			\$ 3,750.00
	Grade Site	CY	1,000	\$ 9.80	\$ 9,800.00			\$ 9,800.00
	Site Cut/Fill - Grade Site	CY	3,532	\$ 3.00	\$ 10,596.00			\$ 10,596.00
	SUBTOTAL:				\$ 27,896.00	\$ -	\$ -	\$ 27,896.00
	SANITARY SEWER							
	Tie in to Existing	LS	1	\$ 4,099.00	\$ 4,099.00			\$ 4,099.00
	8" S&P-35 Sewer Main	LF	572	\$ 33.00	\$ 18,876.00			\$ 18,876.00
	8 x 6 House Connections	EA	11	\$ 85.00	\$ 935.00			\$ 935.00
	48" dia sanitary manhole	EA	5	\$ 4,680.00	\$ 23,300.00			\$ 23,300.00
	SUBTOTAL:				\$ 47,210.00	\$ -	\$ -	\$ 47,210.00
	STORM SEWER							
	15" HDPE	LF	280	\$ 22.00	\$ 6,160.00			\$ 6,160.00
	18" HDPE	LF	285	\$ 24.00	\$ 7,080.00			\$ 7,080.00
	12" HDPE	LF	80	\$ 18.00	\$ 1,520.00			\$ 1,520.00
	8" HDPE	LF	20	\$ 20.00	\$ 400.00			\$ 400.00
	Connect to existing inlet	EA	1	\$ 2,500.00	\$ 2,500.00			\$ 2,500.00
	Inlet type M Modified	EA	1	\$ 3,270.00	\$ 3,270.00			\$ 3,270.00
	Inlet type M	EA	3	\$ 2,735.00	\$ 8,205.00			\$ 8,205.00
	Yard Inlets	EA	3	\$ 1,825.00	\$ 5,475.00			\$ 5,475.00
	48 inch Manholes	EA	2	\$ 2,985.00	\$ 5,970.00			\$ 5,970.00
	Roof drain saddle tie in	EA	7	\$ 240.00	\$ 1,680.00			\$ 1,680.00

						\$ 42,260.00	\$ -	\$ -	\$ 42,260.00
	SUBTOTAL:								
	SITE CURB								
	Belgian Block Curb	LF	940	\$ 24.00	\$ 22,560.00		\$ -	\$ -	\$ 22,560.00
	SUBTOTAL:					\$ 22,560.00	\$ -	\$ -	\$ 22,560.00
	PAVING								
	6" modified Stone	SY	1,022	\$ 7.85	\$ 7,818.30				\$ 7,818.30
	2" binder 19 mm	SY	1,022	\$ 11.10	\$ 11,344.20				\$ 11,344.20
	1.5" Finish Top 9.5mm	SY	1,022	\$ 8.90	\$ 9,095.80				\$ 9,095.80
	Existing Paving Removal	SY	3,667	\$ 4.00	\$ 14,668.00				\$ 14,668.00
	Paver Driveway A	SQFT	5,828	\$ 5.50	\$ 32,054.00				\$ 32,054.00
	Paver Driveway B	SQFT	6,040	\$ 5.50	\$ 27,720.00				\$ 27,720.00
	SUBTOTAL:					\$ 102,700.30	\$ -	\$ -	\$ 102,700.30
	SIDEWALK								
	Sidewalk	LF	115	\$ 25.90	\$ 2,875.00				\$ 2,875.00
	Truncated Dome	EA	4	\$ 400.00	\$ 1,600.00				\$ 1,600.00
	Paver Walkways	SQFT	1,120	\$ 5.50	\$ 6,160.00				\$ 6,160.00
	SUBTOTAL:					\$ 10,635.00	\$ -	\$ -	\$ 10,635.00
	LANDSCAPING								
	Red Maple 10-12'	EA	10	\$ 290.00	\$ 2,900.00				\$ 2,900.00
	Zelkova 10-12'	EA	3	\$ 290.00	\$ 870.00				\$ 870.00
	Willow Oak 10-12'	EA	7	\$ 290.00	\$ 2,030.00				\$ 2,030.00
	Arborvitae 8-10'	EA	49	\$ 210.00	\$ 10,290.00				\$ 10,290.00
	Blue Spruce 8-10'	EA	17	\$ 265.00	\$ 4,505.00				\$ 4,505.00
	Cedar 6-8	EA	17	\$ 265.00	\$ 4,505.00				\$ 4,505.00
	Cherry 6-8	EA	6	\$ 265.00	\$ 1,590.00				\$ 1,590.00
	Dogwood 6-8	EA	8	\$ 265.00	\$ 2,120.00				\$ 2,120.00
	Crape Myrtle 8-10	EA	16	\$ 360.00	\$ 5,760.00				\$ 5,760.00
	Red Bud 6-8	EA	8	\$ 265.00	\$ 1,590.00				\$ 1,590.00
	Bayberry 30"	EA	35	\$ 45.00	\$ 1,575.00				\$ 1,575.00
	Inkberry 30"	EA	96	\$ 45.00	\$ 4,320.00				\$ 4,320.00
	Viburnum 30"	EA	18	\$ 45.00	\$ 810.00				\$ 810.00
	Dogwood 30"	EA	21	\$ 45.00	\$ 945.00				\$ 945.00
	Spiraea 18"-24"	EA	35	\$ 45.00	\$ 1,575.00				\$ 1,575.00
	SUBTOTAL:					\$ 45,345.00	\$ -	\$ -	\$ 45,345.00
	ENGINEERING								
	Monuments	EA	6	\$ 125.00	\$ 750.00				\$ 750.00
	As-Built Plans	LS	1	\$ 3,500.00	\$ 3,500.00				\$ 3,500.00
	SUBTOTAL:					\$ 4,250.00	\$ -	\$ -	\$ 4,250.00
	MISCELLANEOUS								
	Geotechnical Engineer	LS	1	\$ 12,000.00	\$ 12,000.00				\$ 12,000.00
	Roadway sweeping allowance	LS	1	\$ 6,000.00	\$ 6,000.00				\$ 6,000.00
	Belgian Block Entrance	SQFT	440	\$ 24.50	\$ 10,780.00				\$ 10,780.00
	Street Lights Gas Lanterns	EA	5	\$ 500.00	\$ 2,500.00				\$ 2,500.00
	SUBTOTAL:					\$ 30,280.00	\$ -	\$ -	\$ 30,280.00
	SUBTOTAL					\$ 421,618.45	\$ -	\$ -	\$ 421,618.45
	5% TOWNSHIP INSPECTION PER MPC					\$ 21,080.92	\$ -	\$ -	\$ 21,080.92
	10% CONTINGENCY PER MPC					\$ 42,161.84	\$ -	\$ -	\$ 42,161.84
	TOTAL TOWNSHIP PROPOSED ESCROW					\$ 484,858.92	\$ -	\$ -	\$ 484,858.92

Township Signature _____

Date _____

**RESOLUTION NO. 2014-33
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE FINAL PLAN OF 115 STRAFFORD
AVENUE LLC FOR A PROPERTY LOCATED AT 115 STRAFFORD
AVENUE**

WHEREAS, 115 Strafford Avenue LLC ("Applicant") submitted a Final Land Development Plan prepared by Inland Design dated August 2, 2013, last revised January 29, 2014; and

WHEREAS, the plan has been reviewed by both the Radnor Township Planning Commission and the Delaware County Planning Commission; and

WHEREAS, the Board of Commissioners now intends to approve the Final Plans of 115 Strafford Avenue LLC subject to certain terms and conditions.

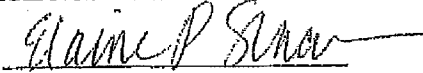
NOW, THEREFORE, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the Final Plan of land development for 115 Strafford Avenue LLC and said plans prepared by Inland Design dated August 2, 2013 last revised March 3, 2014 and subject to the following conditions:

1. The Applicant shall comply with the February 26, 2014 Gannett Fleming review letter a copy of which is attached.
2. The Applicant shall comply with any outstanding conditions as set forth in the Preliminary Plan approval Resolution No. 2014-14, incorporated herein by reference.
3. The Applicant shall comply with all other applicable Ordinances with respect to sewage, stormwater management, zoning building code, and all county, state, federal rules and regulations and statutes.
4. The Applicant shall execute Development and Financial Security Agreements in a form and manner to be approved by the Township Engineer and Township Solicitor.

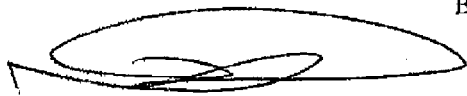
SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 24 day of March, 2014.

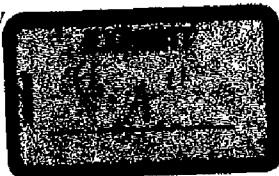
RADNOR TOWNSHIP

By:


Name: Elaine P. Schaefer
Title: President

ATTEST:


Robert A. Zienkowski
Township Manager/Secretary



31.Mar.2014

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

Return To: John B. Rice, Esquire
Grim, Biehn & Thatcher
104 S. Sixth Street, P.O. Box 215
Perkasie, PA 18944

Folio #36-01-00537-01

MEMORANDUM OF DEVELOPMENT AGREEMENT
(115 Strafford Avenue, LLC)

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is executed concurrently with a Development Agreement entered into by and between the parties to this Memorandum on this 25th day of March, A.D., 2014, the terms and conditions of which are incorporated in this Memorandum by reference, and both this Memorandum and the corresponding Development Agreement constitute an agreement by and between **115 STRAFFORD AVENUE, LLC, BY ITS MANAGING MEMBER** ("*Developer*") and the Township of Radnor ("*Township*") relating to a tract of land identified as Delaware County Folio #36-01-00537-01, and more fully described on a separate set of final subdivision and/or land development plans on record in the Township Office, and recorded in Plan Book _____ Page _____, said plans consisting of 14 sheets with the latest revision date of March 3, 2014, as prepared by Inland Design said plans being made a part hereof and incorporated herein by reference although not physically attached hereto.

THE DEVELOPMENT AGREEMENT sets forth time limits and standards for construction of public improvements, the need to post financial security to insure the installation of public improvements, the provisions for Township remedies in the event of a default on the part of the Developer, and numerous other provisions relating to the construction of a development on this Property.


THIS MEMORANDUM is intended for recording purposes and does not supersede, diminish, add to or change the terms of the aforesaid Development Agreement.

THE RECORDER OF DEEDS is requested to index the matter as follows:

Grantor: 115 Strafford Avenue, LLC
Grantee: Township of Radnor


DEVELOPER:

115 STRAFFORD AVENUE, LLC
BY ITS MANAGING MEMBER

By: 
Name:
Title:

TOWNSHIP:

RADNOR TOWNSHIP

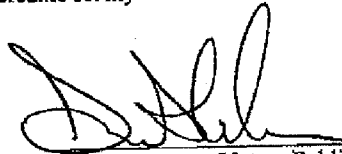
By: 
Name: Elaine P. Schaefer
Title: President

ACKNOWLEDGMENT
(115 Strafford Avenue, LLC)

By Developer
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Chester :

ON THIS 25th day of March, A.D., 2014, before me a Notary Public, personally appeared Bo ERIXON, the Managing Member, of 115 STRAFFORD AVENUE, LLC, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Officer.

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


Notary Public (SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra A. Collins, Notary Public
East Whiteland Twp., Chester County
My Commission Expires July 25, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ACKNOWLEDGMENT
(115 STRAFFORD AVENUE, LLC)

By Township
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

ON THIS 27th day of March, A.D., 2014, before me a Notary Public, personally appeared ELAINE P. SCHAEFER, President of the Board of Commissioners of Radnor Township, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she subscribed the same for the purposes therein contained.

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

 (SEAL)
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Heather L. Petronio, Notary Public
Perkasie Bor, Bucks County
My commission expires January 28, 2018

ORDER

AND NOW, this 28th day of October, 2013, after due deliberation and discussion at public hearing, the Radnor Township Board of Commissioners does hereby grant the Conditional Use Application of 115 Strafford Avenue, LLC, subject to the following conditions of approval, each of which the Board deems a necessary and essential component of this approval:

1. All existing mature trees onsite shall be preserved unless the Township's Shade Tree Commission and/or its arborist determines that the trees are diseased or otherwise unable to be preserved as part of the proposed project.
2. The Applicant shall install sidewalks and curbing along the subject property's Strafford Avenue road frontage in order to connect with existing sidewalks on Strafford Avenue.
3. Hardscaped sidewalks and curbing shall be installed along the main drive access road to the site from Strafford Avenue in a location to be approved by the Township Engineer during any land development plan filed for the property.
4. The Applicant shall not receive credit for the proposed .320 acres of proposed common open space from its required open space calculation due to the presence of structural and/or non-structural BMPs, inlet drains and other areas underlain with stormwater piping in this area and shall provide additional open space of .320 acres within the site.
5. The Applicant shall connect its proposed stormwater system to an off-site connection point as set forth on Township Exhibit T-4 and as directed by the Township Engineer during the land development process.
6. The Applicant shall pay the outstanding Shade Tree Ordinance violations as set forth on Township Exhibit T-1 in the amount of \$7,000.00.

RADNOR TOWNSHIP

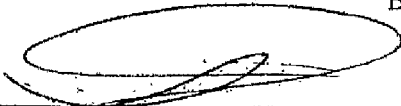
By:



Name: Elaine P. Schaefer

Title: President

ATTEST:


Robert A. Zienkowski, Secretary

Date of Mailing: October 30, 2013



Gannett Fleming

100 Years

of Excellence Delivered As Promised

Date: August 11, 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: 212 & 216 Bloomingdale Avenue - Final Plan
G11 Investments – Applicant

Date Accepted: July 6, 2015
90 Day Review: October 4, 2015

Gannett Fleming, Inc. has completed a review of the Final Plans of the above referenced project for compliance with the Final Plan Approval September 22, 2008, the Settlement Agreement dated 2013 and Sketch Plan prepared by Momenee & Associates, Inc. dated March 25, 2013. A copy of the 2013 Settlement Agreement is attached for reference. These Plans were reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is proposing to demolish an existing 2 ½ story 3 apartment building at 212 Bloomingdale Ave and construct 3 new single family homes creating 4 lots at the abovementioned location.

The following waivers were granted during the June 2008 final approval of the plans.

- §255-27.I(6) – No common driveways shall be permitted between two (2) or more single family dwellings.
- §255-27.I(7) – No common driveway shall provide access to more than three (3) lots or three (3) single family dwellings.
- §255-47C(sic) – All streets shall be granted to: "Along the existing street on which a subdivision or land development abuts (hereinafter called a "boundary street"), improvements shall be made to the street. The improvements to the boundary street shall be determined by the width of the required cartway and built to the specifications established by the township".

Plans Prepared By: Momenee & Associates, Inc.
Dated: 01/08/2015

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



I. Zoning

1. §280-35.A(4)(a) – For each single or two family detached dwelling and its accessory buildings, there shall be two side yards, neither of which shall be less than 10 feet in width. The plan indicates that there will be a deck/patio provided in in the side yard of lot 1. A patio is permitted. However, a deck is attached to the dwelling and is considered part of the dwelling. No principal building or structure shall be located in the side yard setback.
2. §280-35.A(8) – Maximum impervious coverage is 40%. The zoning table on Sheet 2 indicates that each lot will be below 40% impervious coverage. A breakdown of how the impervious was calculated for each lot must be provided as shown on sheet 2 of the sketch plan provided with the Settlement Agreement.
3. §280-103.B.(1) – Dwellings shall require two parking spaces per dwelling unit. The plan must indicate where the two spaces are proposed for each unit and the spaces must be dimensioned on the plan.
4. §280-109.A – No fence or wall, except for retaining walls or the walls of a building as permitted under the terms of this chapter, shall exceed a height of six feet, provided further that within R-4 and R-5 Districts, no fence or wall erected within the required front yard setback shall exceed a height of four feet. The height of the existing masonry wall must be shown on the plans.
5. §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. §255-21.B(1)(l) – Boundaries in all adjoining properties (with names and addressed of landowners in the case of unplatted land) must be provided on the plans.
2. §255-21.B(1)(m) – Existing streets and alleys on and adjacent to the site with ultimate rights-of-way must be shown on the plans.
3. §255-21.B(1)(n) – A clearly labeled existing features plan must be provided. Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip; sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site must be shown on the plans. (This includes properties across streets.)
4. §255-21.B(7) – Planning modules for land development, as required by Chapter 71 of the Pennsylvania Sewage Facilities Act, as amended, must be provided.

5. §255-27.C.(1) – The right-of-way for a local road shall be 60 feet. The applicant has indicated on the plans that the right of way for Bloomingdale Avenue will be 50 feet wide, as provided for in the 2008 plan approval.
6. §255-27.C.(4) – Where a subdivision abuts or contains an existing street or inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform to the above standards. The center line of the ultimate right-of-way shall be the same center line as the existing right-of-way. No improvements or additional right-of-way was required by the 2008 plan approval.
7. §255-27.I(6) – No common driveways shall be permitted between two (2) or more single family dwellings. The applicant received a waiver from this requirement during the 2008 plan approval.
8. §255-27.I(7) – No common driveway shall provide access to more than three (3) lots or three (3) single family dwellings. The applicant received a waiver from this requirement during the 2008 plan approval.
9. §255-29.A(12)(b) – The width of entrance and exit drives shall be a minimum of 25 feet for two-way use. The applicant has provided a 15 foot entrance and exit driveway that is consistent with the sketch plan provided in the 2013 settlement agreement.
10. §255-35.A – Easements with a minimum width of 20 feet shall be provided as necessary for utilities. A 15 foot easement is being provided for a portion of the stormwater system. This must be revised to 20 feet.
11. §255-38.A – Within any land development or major subdivision, street trees shall be planted along all streets where suitable trees do not exist. The plan indicates that trees will be removed and replaced, but there are no proposed street trees shown on the plans. A landscaping plan must be provided indicating the locations of all trees and must be in conformance with the Township's Shade Tree Ordinance in effect at the time of the September 22, 2008 Final Plan approval.
12. §255-43.1.B(1) – For all residential subdivisions or land developments of four or more lots/dwelling units, a minimum of 1,440 square feet of suitable park and recreation land shall be provided per dwelling unit within all residential subdivisions or land developments, unless the developer agrees to a fee in lieu of \$3,307 per dwelling unit.
13. §255-54 – The water system shall be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specifications of the 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. Therefore, any and all subdivision and land development plans submitted to this Township shall indicate, according to scale, the closest existing fire hydrants to the proposed subdivision and land development.

Stormwater

1. §245-22.A.2.a - The applicant does not appear to have supplied the supporting calculations/documentation demonstrating that the values provided on the summary table for the volume control has met the groundwater recharge requirements for the net two-year volume approach.
2. §245-23.D - The applicant does not appear to have supplied the supporting calculations/documentation demonstrating that the values provided for the infiltration volume provided has met the water quality volume recharge requirements.
3. The applicant must address the inconsistency regarding the Post-Developed Runoff Rate for the "Controlled Area" only. The values provided in the summary table do not match the values provided in the Hydraflow calculations.
4. The applicant must address the inconsistency regarding the total pipe length provided for SWM #1. The detail shown on Sheet 6 of 7 indicates a total pipe length of 282 LF while the stormwater report indicates a total pipe length of 260 LF.
5. The applicant indicates riser invert elevation to be 399.25 on the plans and 399.40 on the details and in the stormwater report. Please address the inconsistency.
6. Please provide stormwater sewer profiles. Indicate the vertical clearance at any utility crossing.
7. The stormwater sewer profile from the outlet control structure to the proposed doghouse manhole indicates a crossing over an existing 4" gas main that appears to have less than 18" of vertical clearance.
8. Please include a detail for the stormwater manhole and stormwater doghouse manhole.
9. 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.

Sanitary Sewer

1. The proposed sanitary sewer must have a minimum diameter of 8 inches.
2. The sanitary sewer from MH 2 to service the proposed homes must be an 8" sanitary sewer extension. A manhole must be provided at the end of the sanitary sewer run.
3. The proposed sanitary sewer has less than 10 feet of horizontal clearance with the water line and storm sewer. This must be revised to ensure adequate clearance.

4. All utilities crossing the sanitary sewer must be shown in the profile. An additional sanitary sewer profile must be provided for MH2 to MH 3.
5. Consideration should be given to connecting Lot 1 to the existing sanitary sewer in Bloomingdale Avenue in order to eliminate the need for a grinder pump.

General Comments

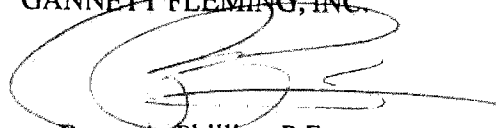
1. The waiver list on sheet 2 of 7 has an incorrect section number. The section number for waiver 3 should be 255-47.C, not 255-47.D. as shown on the plans. This must be revised.
2. Section 4.A of the settlement agreement indicates that GL1 will preserve and maintain the 212 buildings for a minimum period of five (5) years from the date of the settlement agreement unless one of the events listed in the agreement occurs. Information must be provided as to if the building can be developed earlier than the five years stipulated in the agreement.
3. The sketch plan submitted with the settlement agreement shows that the driveways for lot 3 and 4 are 18 feet wide. The driveways on the proposed plan are 16 feet. This must be revised to a width of 18 feet.
4. There is a note on Sheet 1 of 7 that indicates that the lot area subsequent to the lot line change for the Formichella lot will be 12,654 S.F. An explanation to this comment must be provided.

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



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into as of the day of , 2013, by and between the Appellants, **BARON GEMMER, LYDIA GEMMER, LIZ OTWELL, STEPHEN FALK, LISA WARNER, SHANNON WARNER, and LESLEY BOSNIACK**, (hereinafter collectively referred to as "Gemmer"); the Appellee, **NORCINI BUILDERS, INC.**, by and through its successor-in-interest, **GL1 INVESTMENTS, LP** (hereinafter referred to as "GL1"), as owner; and the Appellee, **TOWNSHIP OF RADNOR** (hereinafter referred to as "Radnor"), with respect to property located at 212-216 Bloomingdale Avenue, Wayne, Radnor Township, Delaware County, Pennsylvania ("Premises"), for the purpose of compromising and settling the appeal of Gemmer of the decisions of Radnor with respect to final subdivision plan approval and HARB certificate of appropriateness approval respectively captioned, *Baron Gemmer, Lydia Gemmer, Liz Otwell, Stephen Falk, Lisa Warner, Shannon Warner, and Lesley Bosniack v. Township of Radnor and Norcini Builders, Inc.*, Docket Number 08-15592, and *Baron Gemmer v. Township of Radnor and Norcini Builders, Inc.*, Docket Number 08-9362 (hereinafter collectively referred to as the "Appeals").

WHEREAS, the Premises are currently improved with a two and one-half story house and one story frame accessory building located on the northern portion of the Premises known as 212 Bloomingdale Avenue, Wayne, PA (the "212 Buildings") and a two and one-half story house and an accessory frame shed on the southern portion of the Premises known as 216 Bloomingdale Avenue, Wayne, PA (the "216 Buildings"); and

WHEREAS, these two sets of Buildings contain seven (7) rental units; and

WHEREAS, on May 12, 2008 Radnor approved a Certificate of Appropriateness for the demolition of the 212 Buildings and the 216 Buildings and the subsequent construction of five new single family homes on the Premises, a copy of which is attached hereto and incorporated herein as *Exhibit "A"*; and

WHEREAS, on September 22, 2008 Radnor granted final subdivision plan approval for the demolition of the 212 Buildings and the 216 Buildings, and the subdivision of the property for five (5) single family dwellings, pursuant to Resolution No. 2008-23, a copy of which attached hereto and incorporated herein as *Exhibit "B"*; and

WHEREAS, Gemmer filed the Appeals in the Court of Common Pleas of the aforesaid approvals by Radnor under the aforesaid Docket Numbers; and

WHEREAS, the Parties have agreed to permit the subdivision of the Premises into four (4) lots in accordance with a sketch plan prepared by Momenee & Associates, Inc., dated March 25, 2013, attached hereto as *Exhibit "C"* ("**Sketch Plan**"); and

WHEREAS, subsequent to the execution of this Settlement Agreement and approval by the Court of Common Pleas of Delaware County (the "**Court**") and prior to the issuance of any building permits, GLI shall simultaneously submit to Radnor and Baron Gemmer, in recordable form, a Final Plan (the "**Final Plan**") in substantial conformity with the Sketch Plan to be approved by the Radnor Board of Commissioners; and

WHEREAS, the Parties have agreed to settle and compromise all disputes between and among themselves, and be legally bound by the terms of this Settlement Agreement.

NOW, THEREFORE, with the above recitals incorporated herein by reference as an integral part hereof, the Parties to this Settlement Agreement hereby stipulate and agree to the following terms and conditions as set forth below:

1. GLI, its successors and assigns, shall have the option to develop the Premises in accordance with the Sketch Plan.
2. The Premises shall be developed as follows:
 - A. The Premises shall be subdivided into four (4) separate lots in substantial conformity with the Sketch Plan.
 - B. All Radnor-required public improvements set forth on the subdivision plan previously approved on September 22, 2008, as modified by the Sketch Plan shall be required on the Final Plan and escrowed in a form and manner to be approved by the Radnor Solicitor contemporaneously with the application for a building permit for the construction of the proposed new single family dwellings.
 - C. The 212 Buildings shall only be demolished in conjunction with the issuance of building permits and the immediate construction of all three (3) single family dwellings on Lot 1, Lot 3, and Lot 4, as shown on the Sketch Plan. Lots 3 and 4 may not utilize Owens Lane for vehicular ingress or egress unless approved by Radnor.
 - D. The Final Plan shall comply with all Radnor Codes, Ordinances, Rules and Regulations in effect at the time of Court approval of this Settlement Agreement and with the September 22, 2008 Final Plan approval granted by Radnor, except as modified by the Sketch Plan and this Agreement.
3. Gemmer agrees:
 - A. To withdraw the aforesaid Appeals by filing a Praecipe to Settle, Discontinue and End the Appeals within ten (10) days after approval by the Court of this Settlement Agreement.
 - B. To refrain from, either directly or indirectly, opposing GLI Investments, L.P. from

developing the Premises pursuant to the Final Plan, except that Gemmer shall be permitted to speak during public comment at any and all Radnor meetings regarding any approvals or discussions relating to the Premises or the Final Plan.

4. GLI, its successors and assigns, agree:
 - A. To preserve and maintain the 216 Buildings for no less than ten (10) years from the date of Court approval of this Settlement Agreement and relinquish any claims to the demolition permits and corresponding portion of the Certificate of Appropriateness issued by Radnor for the 216 Buildings.
 - B. To preserve and maintain the 212 Buildings for a minimum period of five (5) years from the date of Court approval of this Settlement Agreement, except when any of the events, defined below, occur. If any of the events described in Subparagraphs i. through v. of this section occur, proof shall be delivered to Gemmer and Radnor, in which case the minimum preservation period shall be reduced to three (3) years from the date of Court approval of this Settlement Agreement.
 - i. A transfer resulting from the death of Valerie E. Lingo and/or Gregory B. Lingo; or
 - ii. A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree for Valerie E. Lingo and Gregory B. Lingo; or
 - iii. A transfer resulting from a mandate from the lending institution holding the mortgage on the Premises for GLI Investments, L.P. requiring the sale of the Premises due to non-performance by the mortgagor; or
 - iv. A transfer necessitated by an extraordinary and unforeseeable financial

emergency experienced by and beyond the control of Valerie E. Lingo and Gregory B. Lingo in excess of \$100,000 that cannot reasonably be relieved through compensation or reimbursement from insurance or other sources, the liquidation or collateralization of other assets, or the use of other resources;

or

v. A transfer which, in the reasonable judgment of Baron and Lydia Gemmer, constitutes an event consistent with the intentions of the foregoing Sections B(i)-(iv).

- C. To comply with all Radnor Codes, Ordinances, Rules and Regulations in effect at the time of Court approval of this Settlement Agreement and with the September 22, 2008 Final Plan approval granted by Radnor, except as modified by the Sketch Plan and this Agreement.
- D. To obtain approval from the Radnor Board of Commissioners of a Certificate of Appropriateness for the construction of three single family dwellings on Lot 1, Lot 3 and Lot 4 as shown on the Sketch Plan.
- E. Subsequent to the Court approval of this Settlement Agreement and prior to the issuance of any building permits, to submit to Radnor and Baron Gemmer, in recordable form, an engineered Final Plan in substantial conformity with the Sketch Plan.
- F. Simultaneously with the aforementioned submission to Radnor, to submit the Final Plan to the Delaware County Planning Department for its review.
- G. To the amendment and/or voiding of the issued Certificates of Appropriateness and demolition permit by Radnor as set forth in Section 5 below.

H. Not to expand the existing apartment building on Lot 2 to contain more than three apartments.

5. Radnor agrees:

- A. That since this matter is in settlement of litigation, the Final Plan shall be submitted in recordable form as a Final Plan submission to Radnor with review and approval only by the Board of Commissioners without requiring GLI to request any waivers for the Final Plan. The Department of Community Development and Township Engineer shall review the Final Plan for consistency with the Township's Shade Tree Ordinance in effect at the time of the September 22, 2008 Final Plan approval.
 - B. That the Sketch Plan shall become vested pursuant to Section 508(4)(ii) of the Pennsylvania Municipalities Planning Code, 53 P.S. 10508(4)(ii), with such protection continuing for ten (10) years from the date of Court approval of this Settlement Agreement.
 - C. To revoke the previously issued demolition permit(s) for the 216 Buildings.
 - D. To void that portion of the previously issued Certificate of Appropriateness for the demolition of the 216 Buildings.
 - E. To void that portion of the previously issued Certificate of Appropriateness that permits the construction of five new single-family dwellings on the Premises.
6. This Settlement Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.
7. This Settlement Agreement represents the full and complete agreement of the Parties and no other understandings exist. No other statements, inducements, or representations, oral or written, have been relied upon by the Parties.

8. This Settlement Agreement may be modified only by writing signed by all of the Parties.
9. The Parties agree that they have carefully read this Settlement Agreement and that they have been represented by counsel.
10. This Settlement Agreement shall be valid if signed in counterparts and may be returned by facsimile or electronic mail.
11. This Settlement Agreement shall be binding on the Parties' heirs, successors, and assigns.
12. The Parties agree to file a Joint Motion for Entry of Agreed Order incorporating the Settlement Agreement as set forth herein within ten (10) days after execution of the Agreement by all Parties.
13. The Parties agree that the Court shall retain jurisdiction for purposes of enforcement of this Settlement Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have set our hands and seal the day and year first written above.

GEMMER PARTIES:

Kathleen Suzygt
WITNESS

Kathleen Suzygt
WITNESS

Kathleen Suzygt
WITNESS

Kathleen Suzygt
WITNESS

Kathleen Suzygt
WITNESS

Baron Gemmer
BARON GEMMER

Lydia Gemmer
LYDIA GEMMER

Liz Orwell
LIZ ORWELL

Stephen Falk
STEPHEN FALK

Lisa Warner
LISA WARNER

SETTLEMENT AGREEMENT
(Signatures Continued)

Kathleen Wright
WITNESS
Kathleen Wright
WITNESS

Shannon Warner
SHANNON WARNER
Lesley Bosniack
LESLEY BOSNIACK

TOWNSHIP OF RADNOR:

Attest: _____

By: Glenn Schwan
Name:
Title:

GLI INVESTMENTS, L.P.

Attest: Terri Lane

By: Greg Lingo
Name: Greg Lingo
Title: Manager

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: NORCINI BUILDERS
OWNER ADDRESS: 12 ARLINGTON ROAD, DEVON, PA 19333
ADDRESS OF PROPERTY: 212-216 BLOOMINGDALE AVE., WAYNE PA
APPLICATION NUMBER: HARB 08-01

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

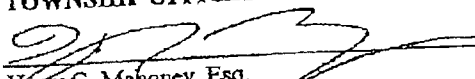
TO DEMOLISH TWO EXISTING HOUSES AND CONSTRUCT FIVE NEW SINGLE FAMILY HOUSES AT 212 - 216 BLOOMINGDALE AVE

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.

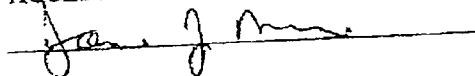
NOTES AND/OR CONDITIONS OF APPROVAL:

ISSUED Monday, May 12, 2008

TOWNSHIP OFFICIAL


Harry G. Mahoney, Esq.

ACCEPTED BY APPLICANT





Resolution 2008-23

WHEREAS, Norcini Builders, Inc., having made application on June 16, 2008 to do a lot line change between properties, raze 2 existing single family dwellings, a garage and shed and construct five (5) new single family dwellings at 212-216 Bloomingdale Ave., and

WHEREAS, the application was accompanied by Final Plans prepared by E. B. Walsh & Assoc., dated June 12, 2008, last revised July 17, 2008, the "Final Plans", and

WHEREAS, the Radnor Township Planning Commission at their meeting of Monday, August 4, 2008 reviewed the Final Plans and recommended denial, and the Board Commissioners (the "Board") reviewed the Final Plans and the recommendations of the Planning Commission in Caucus on August 18, 2008 and September 8, 2008; and,

WHEREAS, the Board is authorized to grant certain types of waivers to the Township's zoning and subdivision and land development codes where such a waiver would promote, protect and facilitate or create conditions favorable to the public health, safety and welfare of the community.

WHEREAS, in lieu of further extension granted by the applicant, action on this application is required to be taken by the Board by September 23, 2008.

NOW, THEREFORE, BE IT RESOLVED, that the Subdivision Application Plan # 08-S-09 of Norcini Builders, Inc., being the same is hereby approved subject to the following conditions:

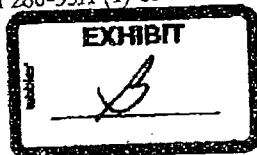
1. The applicant shall be granted the following three waivers requested from the Township's subdivision and land development code:

Section 255-27.I (6) "No common driveways shall be permitted between two (2) or more single-family dwellings."

Section 255-27.I (7) "No common driveway shall provide access to more than three (3) lots or three (3) single-family dwellings."

Section 255-47C (sic) All streets shall be granted to: "Along the existing street on which a subdivision or land development abuts (hereinafter called a "boundary street"), improvements shall be made to the street. The improvements to the boundary street shall be determined by the width of the required cartway and built to the specifications established by the township."

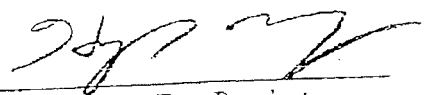
2. The plans shall comply with the Shade Tree Commission's recommendations of August 27, 2008.
3. The lot lines shall be adjusted so that the square footage of each lot is a minimum of 5,445 sq. ft. in accordance with Section 280-35A (1) of the Township Code.

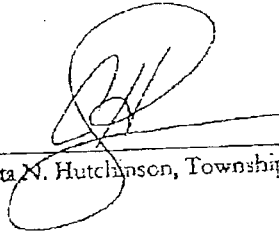


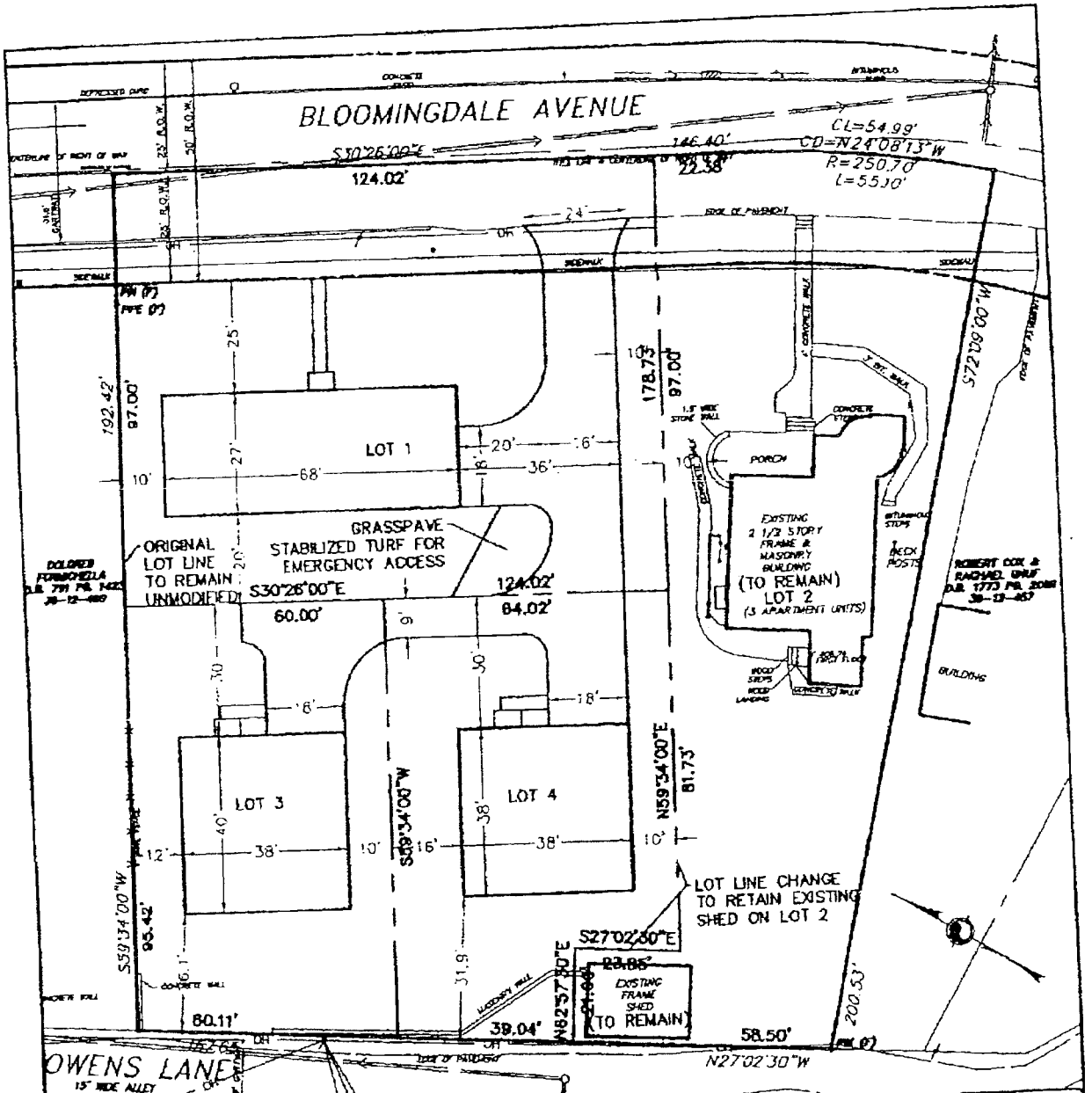
4. The applicant shall meet with the HARB for consultation purposes only to discuss the design of the buildings and the improvements to be constructed by the applicant.

RESOLVED this 22nd day of September 2008

RADNOR TOWNSHIP

By: 
Harry G. Mahoney, Esq., President

Attest: 
Coretta N. Hutchanson, Township Secretary



REV.	DATE	COMMENTS
		DATE: MARCH 25, 2013
		SHEET NO. 1 OF 2
		SCALE: 1" = 30'
		FILE NO.: 13-060

SKETCH PLAN
212 - 218 BLOOMINGDALE AVENUE

MOMENEE & ASSOCIATES, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008

EXHIBIT
C

REFERENCE PLAN:
 EXISTING CONDITIONS PLAN FOR NORCINI BUILDING CO.
 PREPARED BY CHESTER VALLEY ENGINEERS, INC. DATED
 FEBRUARY 2, 2006. PROJECT NO. 17553.

ZONING DISTRICT R-5 :(SINGLE FAMILY DETACHED)
 LOT AREA 5,500 SF MIN
 WIDTH 55' MIN
 BUILDING AREA 35% MAX
 FRONT YARD 25' MIN
 SIDE YARD 10' MIN
 REAR YARD 20' MIN
 BUILDING HEIGHT 35' MAX
 IMPERVIOUS COVERAGE 40% MAX

ZONING DISTRICT R-5 :(APARTMENT HOUSE)
 LOT AREA PER DWELLING UNIT 5,445 SF MIN
 WIDTH 100' MIN
 BUILDING AREA 30% MAX
 FRONT YARD 50' MIN
 SIDE YARD 30' MIN
 REAR YARD 30' MIN
 BUILDING HEIGHT 40' MAX
 ACCESSORY BUILDING 3' MIN
 IMPERVIOUS COVERAGE 36% MAX

FOR MORE DETAILED INFORMATION YOUR ATTENTION
 IS CALLED TO THE ZONING CODE OF RADNDR
 TOWNSHIP, LATEST EDITION.

LOT 1 DATA :
 TOTAL AREA 12,030 SF (0.276 ACRES)
 LOT AREA 8,929 SF (0.205 ACRES)
 MAXIMUM BUILDING AREA 3,125 SF (35%)
 MAXIMUM IMPERVIOUS AREA 3,571 SF (40%)

IMPERVIOUS COVERAGE
 HOUSE 1,836 SF (20.6%)
 DRIVEWAY 1,605 SF
 WALLS, WALKS, ETC. 125 SF
 TOTAL 3,566 SF (39.9%)

LOT 2 DATA :
 TOTAL AREA 11,639 SF (0.267 ACRES)
 LOT AREA 9,770 SF (0.224 ACRES)
 MAXIMUM BUILDING AREA 2,931 SF (30%)
 MAXIMUM IMPERVIOUS AREA 3,517 SF (36%)

IMPERVIOUS COVERAGE
 HOUSE 1,519 SF (15.5%)
 GARAGE 377 SF (3.9%)
 PORCH 236 SF (2.4%)
 WALLS, WALKS, ETC. 712 SF
 TOTAL 2,844 SF (29.1%)

LOT 3 DATA :
 TOTAL / LOT AREA 5,832 SF (0.134 ACRES)
 MAXIMUM BUILDING AREA 2,041 SF (35%)
 MAXIMUM IMPERVIOUS AREA 2,332 SF (40%)

IMPERVIOUS COVERAGE
 HOUSE 1,520 SF (26.1%)
 DRIVEWAY 727 SF
 WALLS, WALKS, ETC. 56 SF
 TOTAL 2,303 SF (39.5%)

LOT 4 DATA :
 TOTAL / LOT AREA 5,944 SF (0.136 ACRES)
 MAXIMUM BUILDING AREA 2,080 SF (35%)
 MAXIMUM IMPERVIOUS AREA 2,377 SF (40%)

IMPERVIOUS COVERAGE
 HOUSE 1,444 SF (24.3%)
 DRIVEWAY 871 SF
 WALLS, WALKS, ETC. 56 SF
 TOTAL 2,371 SF (39.9%)

REV.	DATE	COMMENTS
		DATE: MARCH 25, 2013
		SHEET NO.
		2
		OF 2
		SCALE: = AS NOTED
		FILE NO.: 13-050

SKETCH PLAN
 212 - 218 BLOOMINGDALE AVENUE

MOMENEE & ASSOCIATES, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008



RADNOR TOWNSHIP

MEMORANDUM

TO: MR. STEVE NORCINI
FROM: RAY DALY
SUBJECT: 212 & 216 BLOOMINDALE AVENUE
DATE: JULY 15, 2015
CC: MR. PHILLIPS

Mr. Phillips:

The concern is the entrance driveway scaled at fifteen (15') feet in width. As you know the ladder trucks out riggers are eighteen (18') feet wide when extended so the fifteen foot drive will not be usable. There will be no areal coverage for rescue or fighting fires. As asked in prior discussions the drive should be twenty (20') feet in width. This would also widen the entrance way of the drive allowing better access for any emergency vehicle.

Respectfully,

Raymond Daly

Building Codes Official/Fire Codes Official



DELAWARE COUNTY PLANNING DEPARTMENT

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

COUNCIL

MARIO J. CIVERA, JR.
CHAIRMAN

COLLEEN P. MORRONE
VICE CHAIRMAN

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

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

LINDA F. HILL
DIRECTOR

July 17, 2015

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

RE: Title: Bloomingdale Court
Applicant(s): GL1 Investment LP
File Number: 34-6608-08-15
Meeting Date: 08/20/2015
Municipality: Radnor Township
Location: Southwest corner of Owens Lane and Bloomingdale Avenue
Received: 07/10/2015

Dear Mr. Zienkowski,

This is to acknowledge receipt of the above referenced application for review and report. The Commission has tentatively scheduled consideration of the application for its public meeting on the date shown above at 4:00 p.m. in the Government Center Building, (Room 100), Court House Complex, Media, PA. Attendance is not required but is welcomed. If you have any questions concerning this matter, please contact Jessica Dunford at (610) 891-5223.

NOTE: In order to avoid processing delays, the DCPD file number shown above MUST be provided in any transactions with the county regarding this or future applications related to this location.

Very truly yours,

Linda F. Hill

Linda F. Hill
Director

LFH/JGD

cc: GL1 Investment LP

Momenee and Associates, Inc.



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 212 & 216 BLOOMINGDALE AVENUE

Zoning District R5

Application No. _____
(Twp. Use)

Fee _____ Ward No. 6 Is property in HARB District _____

Applicant: (Choose one) Owner Equitable Owner _____

Name GREG LINCO C/O GLI INVESTMENTS, CP

Address 200 LANSDOWNE AVENUE WAYNE, PA 19087

Telephone 302-367-6648 Fax _____ Cell _____

Email greg@cornellventures.com

Designer: (Choose one) Engineer Surveyor _____

Name KEVIN R. MOMENE, PE C/O MOMENE & ASSOCIATES, INC.

Address 924 COUNTY LINE ROAD, BIRYD MANR, PA 191010

Telephone 610-527-3030 Fax 610-527-9008

Email kmongeluzi@momene.com (CONTACT PERSON)

Area of property 35,444 SF

Area of disturbance 22,082 SF
(INCLUDING 1,057 SF OF OFF-SITE UTILITY CONNECTIONS)
Proposed use of property SINGLE FAMILY

Number of proposed buildings 3

Number of proposed lots 4

Plan Status: Sketch Plan _____ Preliminary _____ Final _____ 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.

SECTION 255-27.1 (6) PREVIOUSLY APPROVED UNDER
SECTION 255-27.1 (7) NONCINL APPLICATION.
SECTION 255-47.D

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

N/A

Individual/Corporation/Partnership Name
GLI INVESTMENTS, LP GREG LINGO

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 _____

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.

Plans submitted should show the following:

Under 500 square feet of additional coverage:

Check list:

1. Name and address of property owner.
2. Date.
3. Scale (1"=10', 1"=20', 1"=30', 1"=40', 1"=50')
4. Tree protection and detail (if applicable)
5. Silt fence and detail (if applicable)
6. All existing and proposed structures and impervious surfaces with dimensions.
7. Retaining wall height.
8. Retaining wall detail (if over 4')
9. Location of onsite sewage system (if applicable)
- 10.. Diameter and type of trees being preserved and/or removed (if over 6") within 25 feet of construction

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Over 500 square feet of additional coverage:

Check list:

1. Name and address of property owner.
2. North arrow (if over 1,000 square feet)
3. Name, address and seal of PA Engineer or Surveyor (if over 1,000 square feet)
4. Date.
5. Scale.
6. Tree protection and detail (if applicable)
7. Tire scrubber and detail (if applicable)
8. Construction schedule (if required)
9. Silt fence and detail.
10. All property lines with metes and bounds (footage)
11. Existing and proposed two foot contours (2') of all disturbed areas (if required) using Township datum.
12. Retaining wall height.
13. All existing structures and impervious surfaces as shown with dimensions.
14. Retaining wall detail (if over 4')
15. Underground utilities (if affected by proposed construction)
16. Location of onsite sewage system (cesspool, field, tanks) (if applicable)
17. Diameter and type of trees being preserved and removed (if over 6") within 25 feet of construction
18. Size and type of replacement trees.
19. Calculated 100 year flood plain line and delineated wetlands (if required)
20. Storm water management and calculations required if over 1,500 square feet of new or reconstructed impervious coverage.

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into as of the day of , 2013, by and between the Appellants, **BARON GEMMER, LYDIA GEMMER, LIZ OTWELL, STEPHEN FALK, LISA WARNER, SHANNON WARNER, and LESLEY BOSNIACK**, (hereinafter collectively referred to as "Gemmer"); the Appellee, **NORCINI BUILDERS, INC.**, by and through its successor-in-interest, **GL1 INVESTMENTS, LP** (hereinafter referred to as "GL1"), as owner; and the Appellee, **TOWNSHIP OF RADNOR** (hereinafter referred to as "Radnor"), with respect to property located at 212-216 Bloomingdale Avenue, Wayne, Radnor Township, Delaware County, Pennsylvania ("Premises"), for the purpose of compromising and settling the appeal of Gemmer of the decisions of Radnor with respect to final subdivision plan approval and HARB certificate of appropriateness approval respectively captioned, *Baron Gemmer, Lydia Gemmer, Liz Otwell, Stephen Falk, Lisa Warner, Shannon Warner, and Lesley Bosniack v. Township of Radnor and Norcini Builders, Inc.*, Docket Number 08-15592, and *Baron Gemmer v. Township of Radnor and Norcini Builders, Inc.*, Docket Number 08-9362 (hereinafter collectively referred to as the "Appeals").

WHEREAS, the Premises are currently improved with a two and one-half story house and one story frame accessory building located on the northern portion of the Premises known as 212 Bloomingdale Avenue, Wayne, PA (the "**212 Buildings**") and a two and one-half story house and an accessory frame shed on the southern portion of the Premises known as 216 Bloomingdale Avenue, Wayne, PA (the "**216 Buildings**"); and

WHEREAS, these two sets of Buildings contain seven (7) rental units; and

WHEREAS, on May 12, 2008 Radnor approved a Certificate of Appropriateness for the demolition of the 212 Buildings and the 216 Buildings and the subsequent construction of five new single family homes on the Premises, a copy of which is attached hereto and incorporated herein as *Exhibit "A"*; and

WHEREAS, on September 22, 2008 Radnor granted final subdivision plan approval for the demolition of the 212 Buildings and the 216 Buildings, and the subdivision of the property for five (5) single family dwellings, pursuant to Resolution No. 2008-23, a copy of which attached hereto and incorporated herein as *Exhibit "B"*; and

WHEREAS, Gemmer filed the Appeals in the Court of Common Pleas of the aforesaid approvals by Radnor under the aforesaid Docket Numbers; and

WHEREAS, the Parties have agreed to permit the subdivision of the Premises into four (4) lots in accordance with a sketch plan prepared by Momenec & Associates, Inc., dated March 25, 2013, attached hereto as *Exhibit "C"* ("**Sketch Plan**"); and

WHEREAS, subsequent to the execution of this Settlement Agreement and approval by the Court of Common Pleas of Delaware County (the "**Court**") and prior to the issuance of any building permits, GLI shall simultaneously submit to Radnor and Baron Gemmer, in recordable form, a Final Plan (the "**Final Plan**") in substantial conformity with the Sketch Plan to be approved by the Radnor Board of Commissioners; and

WHEREAS, the Parties have agreed to settle and compromise all disputes between and among themselves, and be legally bound by the terms of this Settlement Agreement.

NOW, THEREFORE, with the above recitals incorporated herein by reference as an integral part hereof, the Parties to this Settlement Agreement hereby stipulate and agree to the following terms and conditions as set forth below:

1. GLI, its successors and assigns, shall have the option to develop the Premises in accordance with the Sketch Plan.
2. The Premises shall be developed as follows:
 - A. The Premises shall be subdivided into four (4) separate lots in substantial conformity with the Sketch Plan.
 - B. All Radnor-required public improvements set forth on the subdivision plan previously approved on September 22, 2008, as modified by the Sketch Plan shall be required on the Final Plan and escrowed in a form and manner to be approved by the Radnor Solicitor contemporaneously with the application for a building permit for the construction of the proposed new single family dwellings.
 - C. The 212 Buildings shall only be demolished in conjunction with the issuance of building permits and the immediate construction of all three (3) single family dwellings on Lot 1, Lot 3, and Lot 4, as shown on the Sketch Plan. Lots 3 and 4 may not utilize Owens Lane for vehicular ingress or egress unless approved by Radnor.
 - D. The Final Plan shall comply with all Radnor Codes, Ordinances, Rules and Regulations in effect at the time of Court approval of this Settlement Agreement and with the September 22, 2008 Final Plan approval granted by Radnor, except as modified by the Sketch Plan and this Agreement.
3. Gemmer agrees:
 - A. To withdraw the aforesaid Appeals by filing a Praecipe to Settle, Discontinue and End the Appeals within ten (10) days after approval by the Court of this Settlement Agreement.
 - B. To refrain from, either directly or indirectly, opposing GLI Investments, L.P. from

developing the Premises pursuant to the Final Plan, except that Gemmer shall be permitted to speak during public comment at any and all Radnor meetings regarding any approvals or discussions relating to the Premises or the Final Plan.

4. GLL, its successors and assigns, agree:

- A. To preserve and maintain the 216 Buildings for no less than ten (10) years from the date of Court approval of this Settlement Agreement and relinquish any claims to the demolition permits and corresponding portion of the Certificate of Appropriateness issued by Radnor for the 216 Buildings.
- B. To preserve and maintain the 212 Buildings for a minimum period of five (5) years from the date of Court approval of this Settlement Agreement, except when any of the events, defined below, occur. If any of the events described in Subparagraphs i. through v. of this section occur, proof shall be delivered to Gemmer and Radnor, in which case the minimum preservation period shall be reduced to three (3) years from the date of Court approval of this Settlement Agreement.
 - i. A transfer resulting from the death of Valerie E. Lingo and/or Gregory B. Lingo; or
 - ii. A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree for Valerie E. Lingo and Gregory B. Lingo; or
 - iii. A transfer resulting from a mandate from the lending institution holding the mortgage on the Premises for GLL Investments, L.P. requiring the sale of the Premises due to non-performance by the mortgagor; or
 - iv. A transfer necessitated by an extraordinary and unforeseeable financial

emergency experienced by and beyond the control of Valerie E. Lingo and Gregory B. Lingo in excess of \$100,000 that cannot reasonably be relieved through compensation or reimbursement from insurance or other sources, the liquidation or collateralization of other assets, or the use of other resources;

or

- v. A transfer which, in the reasonable judgment of Baron and Lydia Gemmer, constitutes an event consistent with the intentions of the foregoing Sections B(i)-(iv).
- C. To comply with all Radnor Codes, Ordinances, Rules and Regulations in effect at the time of Court approval of this Settlement Agreement and with the September 22, 2008 Final Plan approval granted by Radnor, except as modified by the Sketch Plan and this Agreement.
- D. To obtain approval from the Radnor Board of Commissioners of a Certificate of Appropriateness for the construction of three single family dwellings on Lot 1, Lot 3 and Lot 4 as shown on the Sketch Plan.
- E. Subsequent to the Court approval of this Settlement Agreement and prior to the issuance of any building permits, to submit to Radnor and Baron Gemmer, in recordable form, an engineered Final Plan in substantial conformity with the Sketch Plan.
- F. Simultaneously with the aforementioned submission to Radnor, to submit the Final Plan to the Delaware County Planning Department for its review.
- G. To the amendment and/or voiding of the issued Certificates of Appropriateness and demolition permit by Radnor as set forth in Section 5 below.

H. Not to expand the existing apartment building on Lot 2 to contain more than three apartments.

5. Radnor agrees:

- A. That since this matter is in settlement of litigation, the Final Plan shall be submitted in recordable form as a Final Plan submission to Radnor with review and approval only by the Board of Commissioners without requiring GLI to request any waivers for the Final Plan. The Department of Community Development and Township Engineer shall review the Final Plan for consistency with the Township's Shade Tree Ordinance in effect at the time of the September 22, 2008 Final Plan approval.
 - B. That the Sketch Plan shall become vested pursuant to Section 508(4)(i) of the Pennsylvania Municipalities Planning Code, 53 P.S. 10508(4)(i), with such protection continuing for ten (10) years from the date of Court approval of this Settlement Agreement.
 - C. To revoke the previously issued demolition permit(s) for the 216 Buildings.
 - D. To void that portion of the previously issued Certificate of Appropriateness for the demolition of the 216 Buildings.
 - E. To void that portion of the previously issued Certificate of Appropriateness that permits the construction of five new single-family dwellings on the Premises.
6. This Settlement Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.
7. This Settlement Agreement represents the full and complete agreement of the Parties and no other understandings exist. No other statements, inducements, or representations, oral or written, have been relied upon by the Parties.

8. This Settlement Agreement may be modified only by writing signed by all of the Parties.
9. The Parties agree that they have carefully read this Settlement Agreement and that they have been represented by counsel.
10. This Settlement Agreement shall be valid if signed in counterparts and may be returned by facsimile or electronic mail.
11. This Settlement Agreement shall be binding on the Parties' heirs, successors, and assigns.
12. The Parties agree to file a Joint Motion for Entry of Agreed Order incorporating the Settlement Agreement as set forth herein within ten (10) days after execution of the Agreement by all Parties.
13. The Parties agree that the Court shall retain jurisdiction for purposes of enforcement of this Settlement Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have set our hands and seal the day and year first written above.

GEMMER PARTIES:

Kathleen Suzydt
WITNESS

Kathleen Suzydt
WITNESS

Kathleen Suzydt
WITNESS

Kathleen Suzydt
WITNESS

Kathleen Suzydt
WITNESS

Baron Gemmer
BARON GEMMER

Lydia Gemmer
LYDIA GEMMER

Liz Orwell
LIZ ORWELL

Stephen Falk
STEPHEN FALK

Lisa Warner
LISA WARNER

SETTLEMENT AGREEMENT
(Signatures Continued)

Kathleen Swright
WITNESS
Kathleen Swright
WITNESS

Shannon Warner
SHANNON WARNER
Lesley R. Bosniack
LESLEY BOSNIACK

TOWNSHIP OF RADNOR:

Attest: _____

By: Alaine P. Simon
Name:
Title:

GLI INVESTMENTS, L.P.

Attest: Lorilane

By: Greg Ligo
Name: Greg Ligo
Title: Manager

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: NORCINI BUILDERS
OWNER ADDRESS: 12 ARLINGTON ROAD, DEVON, PA 19333
ADDRESS OF PROPERTY: 212-216 BLOOMINGDALE AVE, WAYNE PA
APPLICATION NUMBER: HARB 08-01

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

TO DEMOLISH TWO EXISTING HOUSES AND CONSTRUCT FIVE NEW SINGLE FAMILY HOUSES AT 212 - 216 BLOOMINGDALE AVE

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:

ISSUED Monday, May 12, 2008

TOWNSHIP OFFICIAL

Harry G. Mahoney, Esq.

ACCEPTED BY APPLICANT



Resolution 2008-23

WHEREAS, Norcini Builders, Inc., having made application on June 16, 2008 to do a lot line change between properties, raze 2 existing single family dwellings, a garage and shed and construct five (5) new single family dwellings at 212-216 Bloomingdale Ave., and

WHEREAS, the application was accompanied by Final Plans prepared by E. B. Walsh & Assoc., dated June 12, 2008, last revised July 17, 2008, the "Final Plans", and

WHEREAS, the Radnor Township Planning Commission at their meeting of Monday, August 4, 2008 reviewed the Final Plans and recommended denial, and the Board Commissioners (the "Board") reviewed the Final Plans and the recommendations of the Planning Commission in Caucus on August 18, 2008 and September 8, 2008; and,

WHEREAS, the Board is authorized to grant certain types of waivers to the Township's zoning and subdivision and land development codes where such a waiver would promote, protect and facilitate or create conditions favorable to the public health, safety and welfare of the community.

WHEREAS, in lieu of further extension granted by the applicant, action on this application is required to be taken by the Board by September 23, 2008.

NOW, THEREFORE, BE IT RESOLVED, that the Subdivision Application Plan # 08-S-09 of Norcini Builders, Inc., being the same is hereby approved subject to the following conditions:

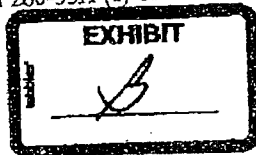
1. The applicant shall be granted the following three waivers requested from the Township's subdivision and land development code:

Section 255-27.I (6) "No common driveways shall be permitted between two (2) or more single-family dwellings."

Section 255-27.I (7) "No common driveway shall provide access to more than three (3) lots or three (3) single-family dwellings."

Section 255-47C (sic) All streets shall be granted to: "Along the existing street on which a subdivision or land development abuts (hereinafter called a "boundary street"), improvements shall be made to the street. The improvements to the boundary street shall be determined by the width of the required cartway and built to the specifications established by the township."

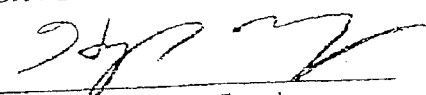
2. The plans shall comply with the Shade Tree Commission's recommendations of August 27, 2008.
3. The lot lines shall be adjusted so that the square footage of each lot is a minimum of 5,445 sq. ft. in accordance with Section 280-35A (1) of the Township Code.

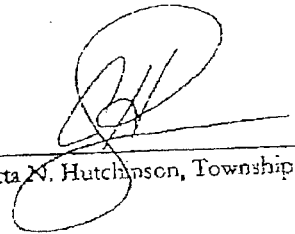


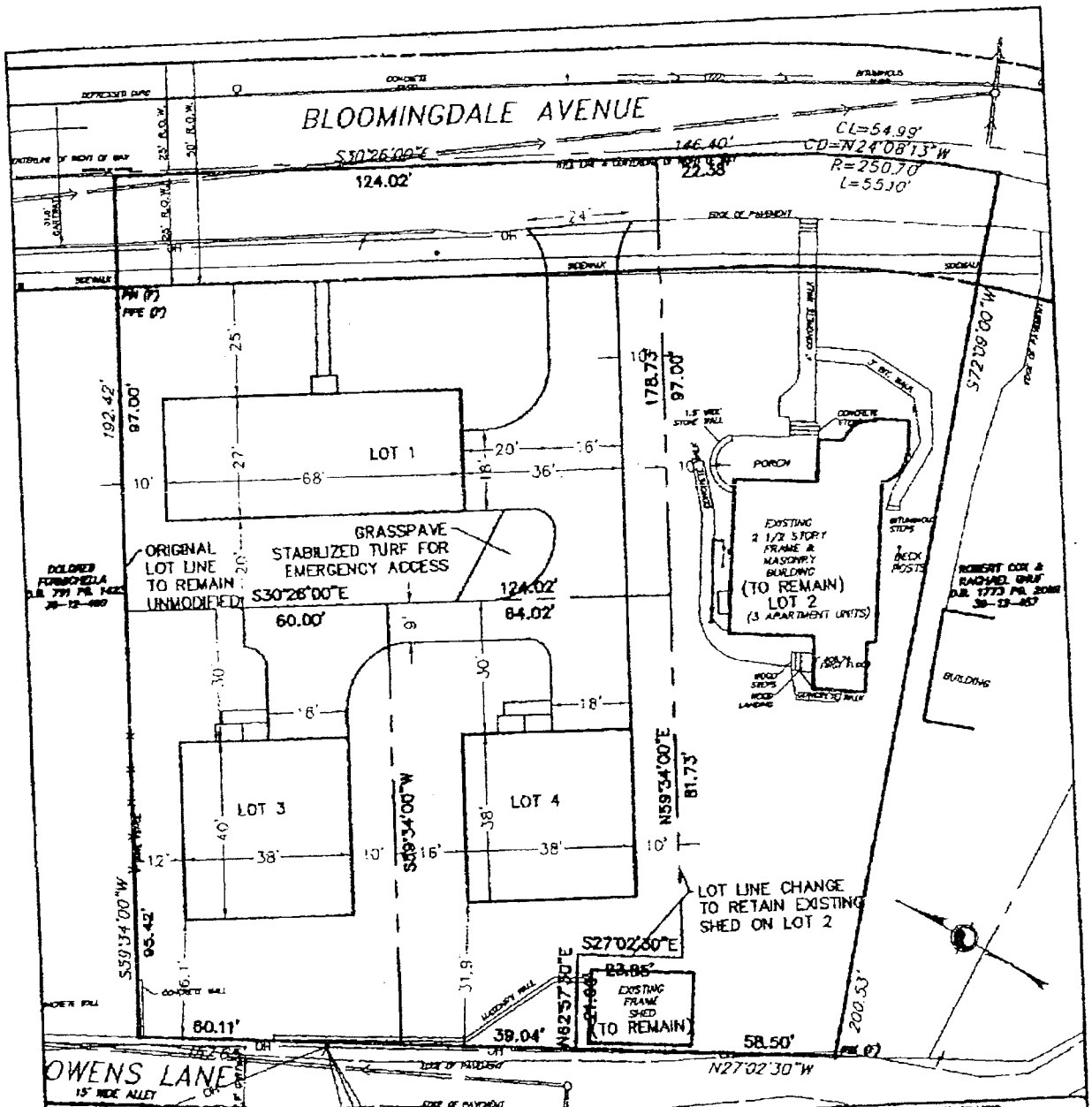
4. The applicant shall meet with the HARB for consultation purposes only to discuss the design of the buildings and the improvements to be constructed by the applicant.

RESOLVED this 22nd day of September 2008

RADNOR TOWNSHIP

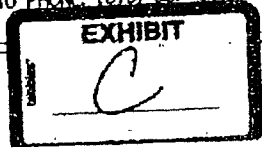
By: 
Harry G. Mahoney, Esq., President

Attest: 
Coretta N. Hutchanson, Township Secretary



REV.	DATE	COMMENTS
		DATE: MARCH 25, 2013
		SHEET NO. 1
		OF 2
		SCALE: 1" = 30'
		FILE NO.: 13-060

SKETCH PLAN
 212 - 218 BLOOMINGDALE AVENUE
MOMENEE & ASSOCIATES, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008



REFERENCE PLAN:
 EXISTING CONDITIONS PLAN FOR NORCINI BUILDING CO.
 PREPARED BY CHESTER VALLEY ENGINEERS, INC. DATED
 FEBRUARY 2, 2006. PROJECT NO. 17553.

ZONING DISTRICT R-5 :(SINGLE FAMILY DETACHED)
 LOT AREA 5,500 SF MIN
 WIDTH 55' MIN
 BUILDING AREA 35% MAX
 FRONT YARD 25' MIN
 SIDE YARD 10' MIN
 REAR YARD 20' MIN
 BUILDING HEIGHT 35' MAX
 IMPERVIOUS COVERAGE 40% MAX

ZONING DISTRICT R-5 :(APARTMENT HOUSE)
 LOT AREA PER DWELLING UNIT 5,445 SF MIN
 WIDTH 100' MIN
 BUILDING AREA 30% MAX
 FRONT YARD 50' MIN
 SIDE YARD 30' MIN
 REAR YARD 30' MIN
 BUILDING HEIGHT 40' MAX
 ACCESSORY BUILDING 3' MIN
 IMPERVIOUS COVERAGE 36% MAX

FOR MORE DETAILED INFORMATION YOUR ATTENTION
 IS CALLED TO THE ZONING CODE OF RADNOR
 TOWNSHIP, LATEST EDITION.

LOT 1 DATA :
 TOTAL AREA 12,030 SF (0.276 ACRES)
 LOT AREA 8,929 SF (0.205 ACRES)
 MAXIMUM BUILDING AREA 3,125 SF (35%)
 MAXIMUM IMPERVIOUS AREA 3,571 SF (40%)

IMPERVIOUS COVERAGE
 HOUSE 1,836 SF (20.6%)
 DRIVEWAY 1,605 SF
 WALLS, WALKS, ETC. 125 SF
 TOTAL 3,566 SF (39.9%)

LOT 2 DATA :
 TOTAL AREA 11,639 SF (0.267 ACRES)
 LOT AREA 9,770 SF (0.224 ACRES)
 MAXIMUM BUILDING AREA 2,931 SF (30%)
 MAXIMUM IMPERVIOUS AREA 3,517 SF (36%)

IMPERVIOUS COVERAGE
 HOUSE 1,519 SF (15.5%)
 GARAGE 377 SF (3.9%)
 PORCH 236 SF (2.4%)
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SKETCH PLAN
 212 - 218 BLOOMINGDALE AVENUE
MOMENEE & ASSOCIATES, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008

REV.	DATE	COMMENTS
		DATE: MARCH 25, 2013
		SHEET NO.
		2
		OF 2
		SCALE: = AS NOTED
		FILE NO.: 13-060

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 GL1 Investment, LP E-mail greg@cornellventures.com

Address 200 Lansdowne Avenue, Wayne, PA 19087 Phone 302-367-6648

Name of Development Bloomingdale Court - 212 & 216 Bloomingdale Avenue

Municipality Radnor Township

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm Momenee and Associates, Inc. Phone 610-527-3030

Address 924 County Line Road, Bryn Mawr, PA 19010

Contact Joseph C. Mongeluzi, Jr., PE E-mail jmongeluzi@momenee.com

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 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 R-5 (Residence District)

Tax Map # 36 / 12 / 459

Tax Folio # 36 / 06 / 03284 / 00

TAX MAP 36/12/458

TAX FOLIO 36/06/03285/00

212
BLOOMINGDALE AVE.

216
BLOOMINGDALE AVE.

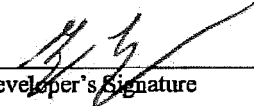
STATEMENT OF INTENT
WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

Demolition of existing 2-1/2 story 3 apartment building at 212 Bloomingdale Avenue. Existing 2-1/2 story 3 apartment building at 216 Bloomingdale Avenue to remain. As a result a 4 four subdivision will be created consisting of 3 new single family houses and the existing 2-1/2 story, 3 apartment building at 216 Bloomingdale Avenue. New utilities are proposed along with stormwater management.

Total Site Area	<u>0.8137</u>	Acres
Size of All Existing Buildings	<u>4,239</u>	Square Feet
Size of All Proposed Buildings	<u>4,452</u>	Square Feet
Size of Buildings to be Demolished	<u>2,126</u>	Square Feet

Greg Lingo, GL Investments, LP
Print Developer's Name


Developer's Signature

MUNICIPAL SECTION
ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting August 3, 2015

Local Governing Body Regular Meeting _____

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

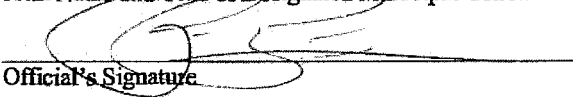
Actual Date Needed _____

IMPORTANT: If previously submitted, show assigned DCPD File #

34-6608-08

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

610-650-8101
Phone Number


Official's Signature

7/8/2015
Date

FOR DCPD USE ONLY

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

Applications with original signatures must be submitted to DCPD.

ALL LOCATIONS OF EXISTING UTILITIES, SHOWN ON THIS PLAN, HAVE BEEN DEVELOPED FROM FIELD LOCATIONS OF VISIBLE ABOVE GROUND UTILITY STRUCTURES AND INFORMATION FURNISHED BY THE UTILITY COMPANIES.

ALL LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. COMPLETENESS OR ACCURACY OF THE LOCATIONS AND DEPTH OF ALL STRUCTURES CANNOT BE GUARANTEED. CONTRACTORS MUST VERIFY ALL LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE THE START OF ANY WORK.

AS PER ACT 187 HOUSE BILL 2627, BEFORE THE START OF ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANIES THROUGH THE PENNSYLVANIA "ONE CALL SYSTEM" 1-800-242-1776 THREE DAYS PRIOR TO THE START OF ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.

LINE TYPE / SYMBOL LEGEND:

---	EXISTING PROPERTY LINE
---	PROPOSED PROPERTY LINE
---	R.O.W. LINE
---	BUILDING SETBACK
X	EXISTING FENCE
---	EXISTING OVERHEAD ELECTRIC
E	EXISTING ELECTRIC LINE
G	EXISTING GAS LINE
W	EXISTING WATER LINE
SS	EXISTING SANITARY LINE
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR

[Pattern]	PROPOSED HOUSE
[Pattern]	PROPOSED DRIVE
[Pattern]	PROPOSED PORCH
[Pattern]	PROPOSED WALK
[Pattern]	TO BE REMOVED

- TREE TO BE REMOVED
- EXISTING TREE
- EXISTING TEST PIT

TREES TO BE REMOVED

12" CHERRY (TRIPLE), 12" CHERRY, 10" CHERRY, 12" CHERRY, 10" CHINESE MAPLE, 10" OAK, 8" MAPLE, 10" CEDAR (QUAD), 7" CHINESE MAPLE, 8" CHERRY, 8" PINE, 20" PINE, 18" PINE, 18" ASH, 7" DOGWOOD, 6" CHERRY (TWIN), 7" HEMLOCK, 18" SPRUCE, 26" SPRUCE, 24" HEMLOCK, 12" CHERRY, 10" MAPLE

TREE REPLACEMENT FORMULA:

6-18 INCH DBH REMOVED	=	1 REPLACEMENT TREE
19-29 INCH DBH REMOVED	=	3 REPLACEMENT TREES, 2 BEING LARGE CANOPY TREES
30 INCH DBH & GREATER REMOVED	=	6 REPLACEMENT TREES, 4 BEING LARGE CANOPY TREES

TOTAL TREES BEING REMOVED:

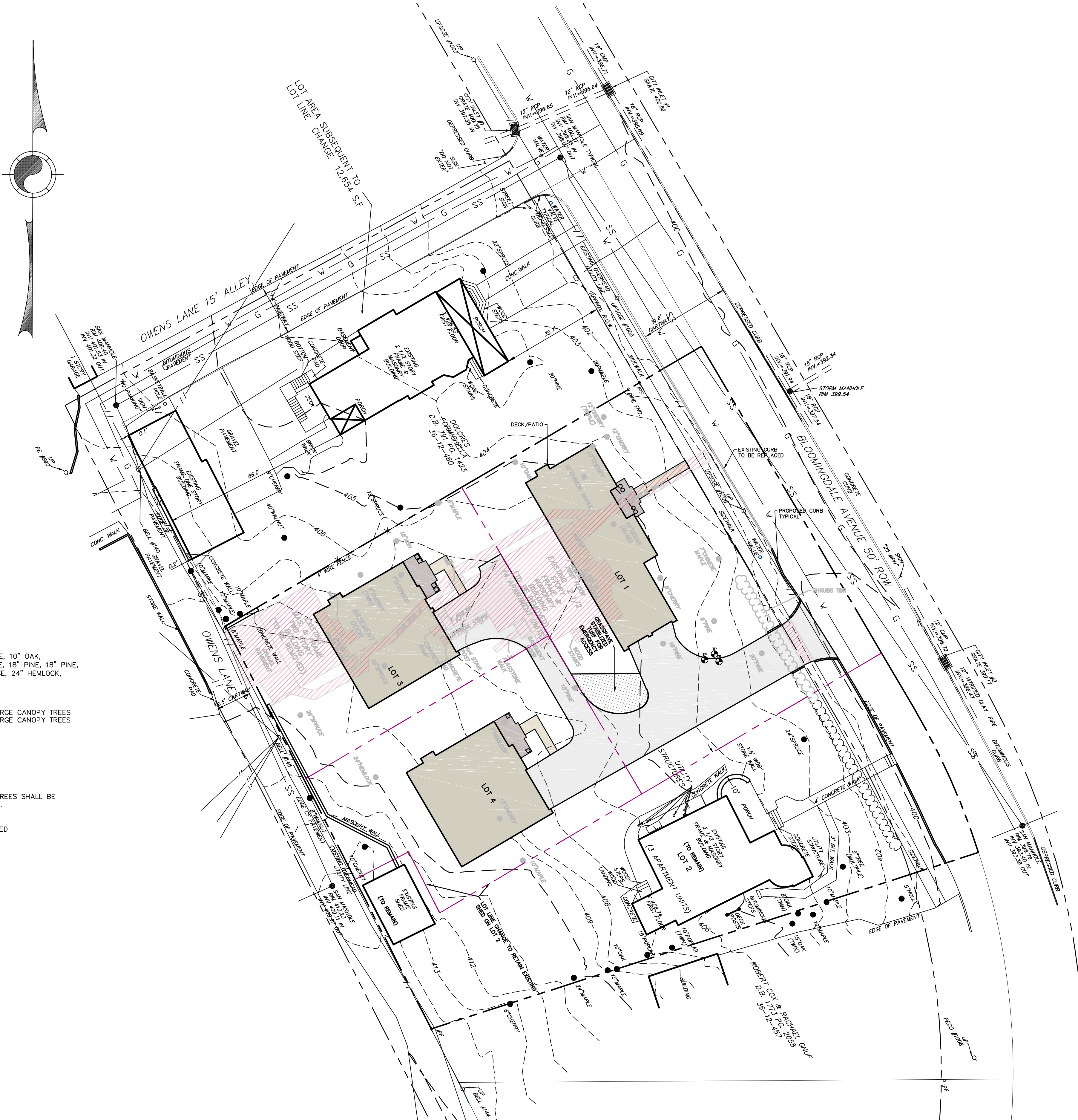
6-18 INCH DBH	=	20
19-29 INCH DBH	=	3
30 INCH DBH & GREATER	=	0
TOTAL	=	0

REPLACEMENT TREES REQUIRED = 29, 6 BEING LARGE CANOPY TREES

NOTE: SHOULD ANY ADDITIONAL TREES BE REMOVED, ADDITIONAL REPLACEMENT TREES SHALL BE PROVIDED IN ACCORDANCE WITH THE RADNOR TOWNSHIP ORDINANCE No. 2012-05.

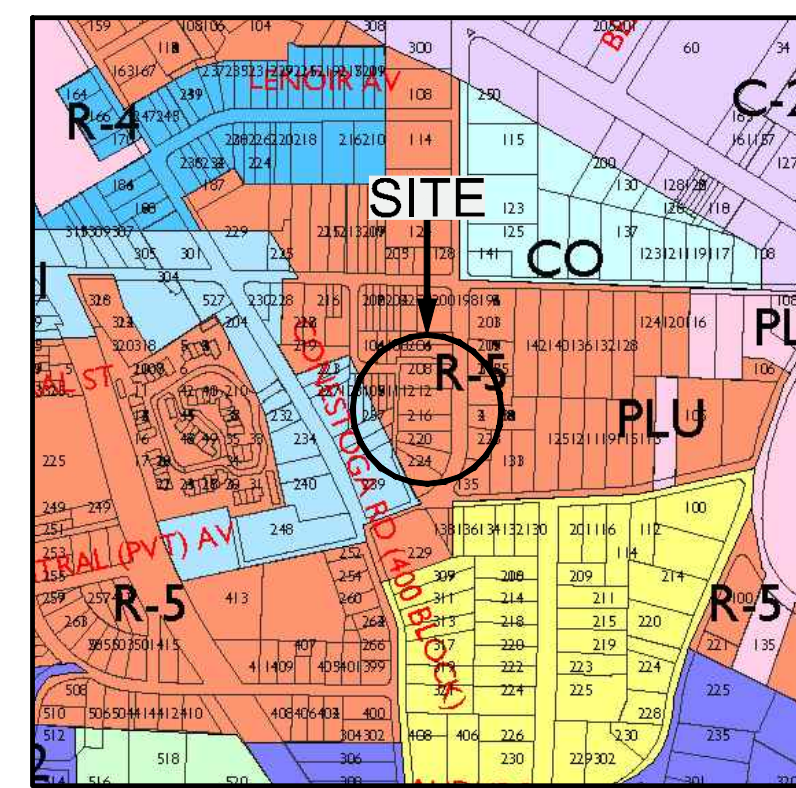
TREE REPLACEMENT NOTES:

- 1) REPLACEMENT TREES WILL BE SELECTED FROM THE LIST OF TOWNSHIP APPROVED TREES PRIOR TO THE ISSUANCE OF A GRADING PERMIT.
- 2) TREES TO BE PLANTED OUTSIDE OF REQUIRED SITE LINE.



GENERAL NOTES:

1. OWNER/APPLICANT: GLI INVESTMENTS, LP, 200 LANSOWNE AVENUE, WAYNE, PA 19087
 2. THE SURVEY FOR THIS PLAN WAS PROVIDED BY A SURVEY AND PLAN FOR NORCINI BUILDING COMPANY DATED FEBRUARY 20, 2008 BY CHESTER VALLEY ENGINEERS, INC., PAOLI, PA, UNDER THE PROFESSIONAL SEAL OF JOSEPH H. BLACKBURN, III, P.L.S. NO. SU-061639
- THE ABOVE PLAN CONTAINS THE FOLLOWING NOTES:
- A. BEING DELAWARE COUNTY ASSESSMENT MAP 36-12, PARCEL 458, 459, & 460.
 - B. ACTUAL FIELD SURVEY PERFORMED JANUARY 16-20, 2006 BY CHESTER VALLEY ENGINEERS, INC.
 - C. VERTICAL DATUM ASSUMED FROM U.S.G.S. MAP, VALLEY FORGE QUADRANGLE.
 - D. BOUNDARY PLOTTED FROM THE FOLLOWING DEEDS: DEED BOOK 791, PAGE 1423, DEED BOOK 2061, PAGE 469, DEED BOOK 2330, PAGE 932, DEED BOOK 1773, PAGE 2058.
 - E. IRON PINS WILL BE PLACED AT NEW PROPERTY CORNERS UPON FINAL APPROVAL.
 - F. SOIL LINES TAKEN FROM SOIL SURVEY OF CHESTER AND DELAWARE COUNTIES, PA, ISSUED MAY 1963 BY THE SOIL CONSERVATION SERVICE OF THE US DEPARTMENT OF AGRICULTURE.
 - G. BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY LIES WITHIN AN AREA IDENTIFIED AS "ZONE X" AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOODPLAIN ON FLOOD INSURANCE RATE MAP 42045C0002 D FOR DELAWARE COUNTY, PENNSYLVANIA DATED SEPTEMBER 30, 1993 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 3. THE INTENT OF THIS PLAN IS TO DEPICT THE CONSTRUCTION OF PROPOSED LOTS, BUILDINGS, DRIVEWAYS, WALKS, UTILITY SYSTEMS, AND OTHER RELATED SITE IMPROVEMENTS ALONG WITH THE REMOVAL OF EXISTING CONDITIONS.
 4. THE PROPOSED LOTS ARE CURRENTLY NOT SERVED BY ANY PUBLIC UTILITY SYSTEMS.
 5. THE EXISTENCE AND/OR LOCATION OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE AND MUST BE CONFIRMED INDEPENDENTLY WITH LOCAL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.
 6. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. ANY DISCREPANCIES THAT MAY AFFECT THE PUBLIC SAFETY OR PROJECT COST, MUST BE IDENTIFIED TO THE ENGINEER IN WRITING IMMEDIATELY. PROCEEDING WITH CONSTRUCTION WITH DESIGN DISCREPANCIES IS DONE SO AT THE CONTRACTOR'S OWN RISK.
 7. THE STORMWATER MANAGEMENT DETENTION AND COLLECTION SYSTEM AND INLETS ARE TO BE OWNED AND MAINTAINED BY THE LOT OWNERS (LOT 1, 3, & 4).
 8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ANY DEBRIS AND FLUSH OUT ALL EXISTING AND PROPOSED STORM DRAINAGE FACILITIES WITHIN THE PROJECT LIMITS AT THE COMPLETION OF CONSTRUCTION.
 9. THE GROUND IMMEDIATELY ADJACENT TO THE PROPOSED FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN FIVE (5%) PERCENT FOR A MINIMUM DISTANCE OF TEN (10') FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IMPERVIOUS SURFACES WITHIN TEN (10') FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2%) PERCENT AWAY FROM THE BUILDING.
 10. ALL WOODY VEGETATION TO BE RETAINED WITHIN TWENTY-FIVE FEET OF A BUILDING SITE OR DISTURBED AREA SHALL BE PROTECTED FROM EQUIPMENT DAMAGE BY FENCING PLACED AT THE DRIPLINES.
 11. GRADE CHANGES AROUND THE DRIPLINES OF TREES TO BE RETAINED SHALL BE MINIMIZED. TREATMENT OF THE TREES PRIOR TO CONSTRUCTION TO PROTECT THE ROOT SYSTEM SHALL BE PERFORMED.
 12. ALL DISTURBED ROOTS MUST BE CUT AS CLEANLY AS POSSIBLE. THE TRENCH MUST BE BACKFILLED AS QUICKLY AS POSSIBLE, AVOIDING COMPACTION. TREE LIMBS MUST BE CUT BACK IN PROPORTION TO THE ROOT AREA LOSS.
 13. ON-SITE TREES TO BE SAVED SHALL BE PREPARED FOR CONSTRUCTION BY APPROPRIATE CROWN AND DEEP ROOTING FERTILIZATION AND PROTECTED BY APPROPRIATE FENCING. ALL TREES ARE TO BE DEEP ROOT FERTILIZED USING 16-32-16 SLOW RELEASE, WATER DISPERSIBLE @ 15 LBS. PER 100 GALLON OR EQUAL.
 14. REFERENCE PLAN: "FINAL TITLE PLAN" PLAN OF SUBDIVISION FOR "BLOOMINGDALE COURT" 212 & 216 BLOOMINGDALE AVENUE, RADNOR TOWNSHIP, DELAWARE COUNTY, PA., PREPARED BY EDWARD B. WALSH & ASSOCIATES, INC. DATED 06-12-2008 PROJECT NUMBER 3449.
 15. THE APPLICANT IS RESPONSIBLE FOR RAISING THE EXISTING CURB ALONG THE PROPERTY FRONTAGE TO A UNIFORM HEIGHT PER THE DETAIL ON SHEET 7.
 16. THE MAINTENANCE FOR THE PROPOSED ACCESS AND UTILITY EASEMENT SHALL BE SHARED EQUALLY BETWEEN LOT 1, 3, & 4.



LOCATION MAP
SCALE: 1" = 600'

ZONING DISTRICT R-5 (RESIDENCE DISTRICT)

LOT SIZE	5,500 SF MIN
WIDTH	55' MIN
BUILDING AREA	35% MAX
FRONT YARD	25' MIN
SIDE YARD	10' MIN
REAR YARD	20' MIN
BUILDING HEIGHT	35' 20" ACCESSORY
IMPERVIOUS COVERAGE	40% MAX

FOR MORE DETAILED INFORMATION YOUR ATTENTION IS CALLED TO THE ZONING CODE OF RADNOR TOWNSHIP, LATEST EDITION.

THIS PROJECT IS BEING DEVELOPED IN THE DARBY CREEK WATERSHED DISTRICT A.

212 BLOOMINGDALE AVENUE:

TAX PARCEL NUMBER: 36060328400

BLOCK AND UNIT NUMBER: BLOCK 12, UNIT 459000

SOURCE OF DEED: BOOK 5248 PAGE 1733

TOTAL AREA:(TO THE TITLE LINE) 35,444.24 SF (0.8137 ACRES)

NET AREA:(TO THE ROAD R/W) 30,475.37 SF (0.6996 ACRES)

216 BLOOMINGDALE AVENUE:

TAX PARCEL NUMBER: 36060328500

BLOCK AND UNIT NUMBER: BLOCK 12, UNIT 458000

SOURCE OF DEED: BOOK 5248 PAGE 1733

TOTAL AREA:(TO THE TITLE LINE) CONTIGUOUS

NET AREA:(TO THE ROAD R/W) CONTIGUOUS

EXISTING IMPERVIOUS COVERAGE TO REMAIN (LOT 2):

HOUSE	1,896 SF (6.22%)
PORCH	217 SF
WALK	730 SF
WALL & MISC.	105 SF
TOTAL	2,948 SF (9.67%)

EXISTING IMPERVIOUS COVERAGE TO BE REMOVED:

HOUSE	2,030 SF (6.66%)
PORCH	96 SF
WALK	1,235 SF
TOTAL	3,361 SF (11.03%)

PROPOSED IMPERVIOUS COVERAGE:

HOUSE	4,452 SF (14.61%)
DRIVEWAY	3,136 SF
PATIO	276 SF
WALK	184 SF
TOTAL	8,048 SF (26.41%)

TOTAL IMPERVIOUS COVERAGE:

TOTAL=14,357 SF (47.11%)
TO BE REMOVED=3,361 SF
NEW IMPERVIOUS AREA=10,996 SF (36.08%) (20.83% BUILDING AREA)

Serial Number: 2015-005-2102

CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL Pennsylvania One Call System, Inc. 1-800-242-1776

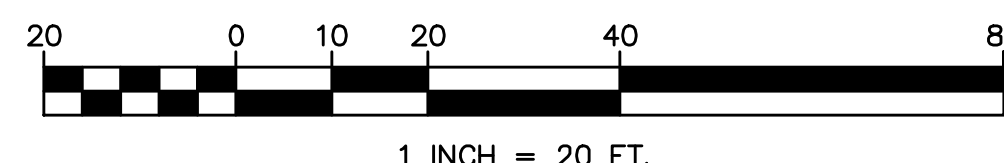
RESOLUTION TO SOIL LIMITATIONS:

BASED ON THE EXISTING SOIL TYPES AND IF THE PROPOSED EROSION AND SEDIMENTATION CONTROL MEASURES ARE INSTALLED AND MAINTAINED PROPERLY, NO UNFORESEEN SOIL LIMITATIONS OR PROBLEMS ARE LIKELY. NEVERTHELESS, IF A PROBLEM DOES DEVELOP, THE DEVELOPER MUST TEMPORARILY SEED AND MULCH THE DISTURBED AREA. SUITABLE TOPSOIL SHALL BE IMPORTED TO SITE IF INADEQUATE QUANTITIES OF SUITABLE TOPSOIL EXIST ON SITE. ADEQUACY OF SOIL TO BE DETERMINED BY SITE GEOTECHNICAL ENGINEER IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT. SOIL AMENDMENTS SHALL BE ADDED AS REQUIRED. ALL UNSUITABLE MATERIAL SHALL BE DISPOSED OF PROPERLY. SITE GEOTECHNICAL ENGINEER SHALL ALSO BE CONSULTED DURING WINTER GRADING OPERATIONS.

SOILS INFORMATION									
SYMBOL	NAME	%SLOPE	ERODIBILITY INDEX	HYDROLOGIC GROUP	AGRICULTURAL CAPABILITY CLASS	DRAINAGE	LOAD BEARING CAPACITY	DEPTH TO WATER	DEPTH TO BEDROCK
Md	MADE LAND GABBRO AND DIABASE MATERIALS	NOT RATED	NOT RATED	C	6E	WELL DRAINED	NOT RATED	3'+	4'+

REQUIREMENTS FOR DEMOLITION PERMITS

- SEWER SEAL PERMIT FROM RADNOR TOWNSHIP PUBLIC WORKS DEPARTMENT.
- RODENT CERTIFICATE/LETTER FROM A LICENCED PEST CONTROL OPERATOR STATING THE PROPERTY IS RODENT FREE.
- LETTER FROM PECO STATING THE ELECTRIC AND GAS SERVICES HAVE BEEN TERMINATED.
- LETTER FROM AQUA PENNSYLVANIA STATING THE WATER SERVICE HAS BEEN TERMINATED.
- CLEARING PERMIT.
- BUILDING DIRECTOR APPROVAL.



MOMENEE & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEER
KEVIN R. MOMENEE
ENGINEER
PE020326E

PROPOSED CONDITIONS PLAN

MOMENEE & ASSOCIATES, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008

FINAL PLAN OF SUBDIVISION
212 & 216 BLOOMINGDALE AVENUE
RADNOR TOWNSHIP • DELAWARE COUNTY • PENNSYLVANIA

DATE: JANUARY 08, 2015
SHEET NO. 1
OF 7
SCALE: 1" = 20'
FILE NO.: 13-060

ONE-CALL: 20150052102
DRAWN BY: S.M.B.
CHECKED BY: J.C.M.

OWNER/APPLICANT
GLI INVESTMENTS, LP
200 LANSOWNE AVENUE
WAYNE, PA 19087

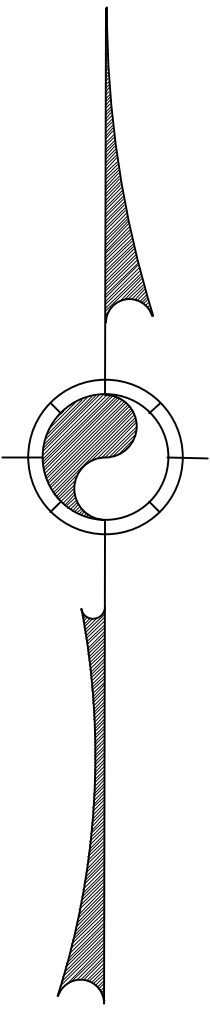
ALL LOCATIONS OF EXISTING UTILITIES, SHOWN ON THIS PLAN, HAVE BEEN DEVELOPED FROM FIELD LOCATIONS OF VISIBLE ABOVE GROUND UTILITY STRUCTURES AND INFORMATION FURNISHED BY THE UTILITY COMPANIES.

ALL LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. COMPLETENESS OR ACCURACY OF THE LOCATIONS AND DEPTH OF ALL STRUCTURES CANNOT BE GUARANTEED. CONTRACTORS MUST VERIFY ALL LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE THE START OF ANY WORK.

AS PER ACT 187 HOUSE BILL 2627, BEFORE THE START OF ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANIES THROUGH THE PENNSYLVANIA "ONE CALL SYSTEM" 1-800-242-1776 THREE DAYS PRIOR TO THE START OF ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.

LINE TYPE / SYMBOL LEGEND:

	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	R.O.W. LINE
	BUILDING SETBACK
	PROPOSED 4" SANITARY LATERAL
	PROPOSED 6" SANITARY MAIN
	PROPOSED STORMPIPE
	EXISTING 1' CONTOUR
	EXISTING 5' CONTOUR
	PROPOSED STORMWATER EASEMENT
	PROPOSED SANITARY EASEMENT
	COMMON DRIVE
	TREE TO BE REMOVED
	EXISTING TREE



**RADNOR TOWNSHIP ZONING HEARING BOARD
APPEAL NO. 2746 ORDER DATED OCTOBER 18, 2007**

BASED UPON THE RECORD AND UPON THE FACTS AND CIRCUMSTANCES PECULIAR TO THE SUBJECT PREMISES, THIS BOARD DETERMINES THAT OWENS LANE, AT PRESENT TIME AND AS SAME PRESENTLY EXISTS, CONSTITUTES A "STREET" UNDER ZONING CODE 280-4, SUBJECT TO ALL CONDITIONS AND QUALIFICATIONS SET FORTH ABOVE.

WAIVER LIST:

THE APPLICANT REQUESTS THE FOLLOWING WAIVERS OF THE RADNOR TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE:

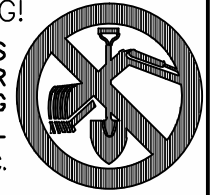
- SECTION 255-27.1(6) - NO COMMON DRIVEWAYS SHALL BE PERMITTED BETWEEN TWO (2) OR MORE SINGLE-FAMILY DWELLINGS. THE PROPOSED DRIVEWAY IS CENTRALLY LOCATED WITHIN THE DEVELOPMENT, BETWEEN TWO (2) OF THE PROPOSED DWELLINGS.
- SECTION 255-27.1(7) - NO COMMON DRIVEWAY SHALL PROVIDE ACCESS TO MORE THAN THREE (3) LOTS OR THREE (3) SINGLE-FAMILY DWELLINGS. APPLICANT WISHES TO CONSTRUCT A SHARED DRIVEWAY SERVING FIVE (5) DWELLINGS.
- SECTION 255-47.D - ALONG THE EXISTING STREET ON WHICH A SUBDIVISION OR LAND DEVELOPMENT ABUTS (HEREINAFTER CALLED A "BOUNDARY STREET"), IMPROVEMENTS SHALL BE MADE TO THE STREET. THE IMPROVEMENTS TO THE BOUNDARY STREET SHALL BE DETERMINED BY THE WIDTH OF THE REQUIRED CARTWAY AND BUILT TO THE SPECIFICATIONS ESTABLISHED BY THE TOWNSHIP.

ZONING TABLE (R-5 RESIDENTIAL DISTRICT):

	REQUIRED	LOT 1	LOT 2	LOT 3	LOT 4
GROSS LOT AREA	N/A	12,030 S.F.	11,639 S.F.	5,832 S.F.	5,944 S.F.
NET LOT AREA	5,500 S.F.	8,929 S.F.	9,770 S.F.	5,832 S.F.	5,944 S.F.
LOT WIDTH	55' MIN.	124'	67'	60'	64'
FRONT YARD	25' MIN.	25'	25'	25'	25'
REAR YARD	20' MIN.	20'	20'	20'	20'
SIDE YARD	10' MIN.	10'	10'	10'	10'
MAX. BUILDING HEIGHT	35'	35'	35'	35'	35'
MAX. BUILDING AREA	35%	19.69%	19.41%	25.55%	24.90%
MAX. IMPERVIOUS AREA	40%	20.75%	29.05%	27.26%	26.56%

Serial Number: 2015-005-2102

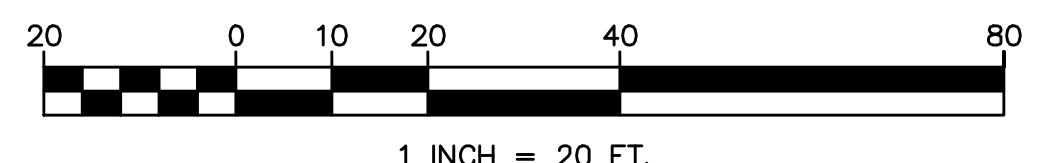
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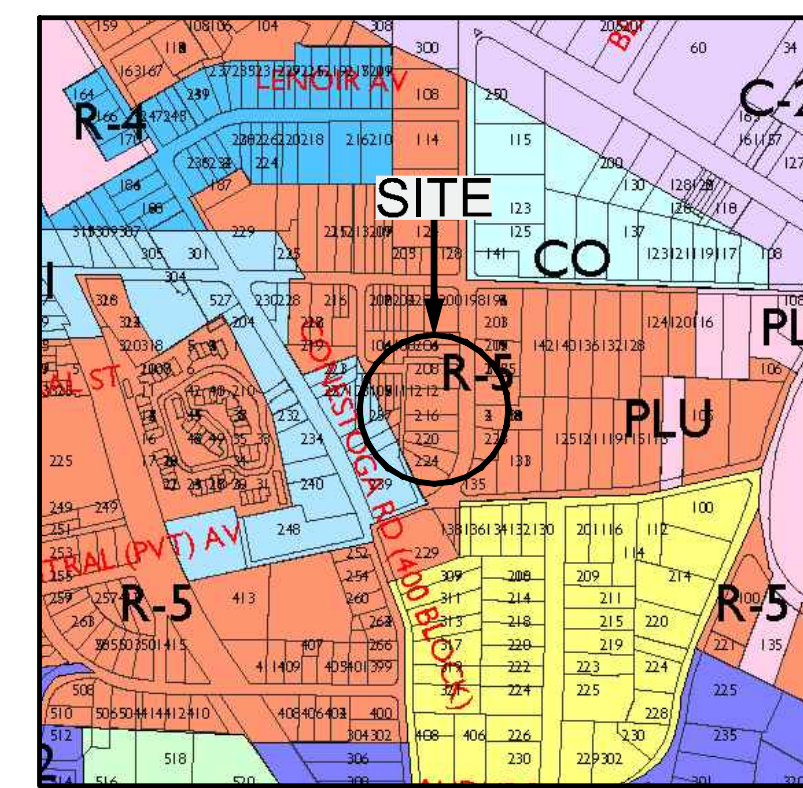
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GENERAL NOTES:

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- THE SURVEY FOR THIS PLAN WAS PROVIDED BY A SURVEY AND PLAN FOR NORCINI BUILDING COMPANY DATED FEBRUARY 20, 2008 BY CHESTER VALLEY ENGINEERS, INC., PAOLI, PA, UNDER THE PROFESSIONAL SEAL OF JOSEPH H. BLACKBURN, III, P.L.S. NO. SU-061639
- THE ABOVE PLAN CONTAINS THE FOLLOWING NOTES:
 - BEING DELAWARE COUNTY ASSESSMENT MAP 36-12, PARCEL 458, 459, & 460.
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 - THE STORMWATER MANAGEMENT DETENTION AND COLLECTION SYSTEM AND INLETS ARE TO BE OWNED AND MAINTAINED BY THE LOT OWNERS (LOT 1, 3, & 4).
 - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ANY DEBRIS AND FLUSH OUT ALL EXISTING AND PROPOSED STORM DRAINAGE FACILITIES WITHIN THE PROJECT LIMITS AT THE COMPLETION OF CONSTRUCTION.
 - THE GROUND IMMEDIATELY ADJACENT TO THE PROPOSED FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN FIVE (5%) PERCENT FOR A MINIMUM DISTANCE OF TEN (10') FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IMPERVIOUS SURFACES WITHIN TEN (10') FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2%) PERCENT AWAY FROM THE BUILDING.
 - ALL WOODY VEGETATION TO BE RETAINED WITHIN TWENTY-FIVE FEET OF A BUILDING SITE OR DISTURBED AREA SHALL BE PROTECTED FROM EQUIPMENT DAMAGE BY FENCING PLACED AT THE DRIPLINES.
 - GRADE CHANGES AROUND THE DRIPLINES OF TREES TO BE RETAINED SHALL BE MINIMIZED. TREATMENT OF THE TREES PRIOR TO CONSTRUCTION TO PROTECT THE ROOT SYSTEM SHALL BE PERFORMED.
 - ALL DISTURBED ROOTS MUST BE CUT AS CLEANLY AS POSSIBLE. THE TRENCH MUST BE BACKFILLED AS QUICKLY AS POSSIBLE, AVOIDING COMPACTION. TREE LIMBS MUST BE CUT BACK IN PROPORTION TO THE ROOT AREA LOSS.
 - ON-SITE TREES TO BE SAVED SHALL BE PREPARED FOR CONSTRUCTION BY APPROPRIATE GROWN AND DEEP ROOTING FERTILIZATION AND PROTECTED BY APPROPRIATE FENCING. ALL TREES ARE TO BE DEEP ROOT FERTILIZED USING 16-32-16 SLOW RELEASE, WATER DISPERSIBLE @ 15 LBS. PER 100 GALLON OR EQUAL.
 - REFERENCE PLAN: "FINAL TITLE PLAN" PLAN OF SUBDIVISION FOR "BLOOMINGDALE COURT" 212 & 216 BLOOMINGDALE AVENUE, RADNOR TOWNSHIP, DELAWARE COUNTY, PA, PREPARED BY EDWARD B. WALSH & ASSOCIATES, INC. DATED 06-12-2008 PROJECT NUMBER 3449.
 - THE APPLICANT IS RESPONSIBLE FOR RAISING THE EXISTING CURB ALONG THE PROPERTY FRONTAGE TO A UNIFORM HEIGHT PER THE DETAIL ON SHEET 6.
 - THE MAINTENANCE FOR THE PROPOSED ACCESS AND UTILITY EASEMENT SHALL BE SHARED EQUALLY BETWEEN LOT 1, 3, & 4.



LOCATION MAP
SCALE: 1" = 600'

ZONING DISTRICT R-5 (RESIDENCE DISTRICT)

LOT SIZE	5,500 SF MIN
WIDTH	55' MIN
BUILDING AREA	35% MAX
FRONT YARD	25' MIN
SIDE YARD	10' MIN
REAR YARD	20' MIN
BUILDING HEIGHT	35' / 20' ACCESSORY
IMPERVIOUS COVERAGE	40% MAX

FOR MORE DETAILED INFORMATION YOUR ATTENTION IS CALLED TO THE ZONING CODE OF RADNOR TOWNSHIP, LATEST EDITION.

THIS PROJECT IS BEING DEVELOPED IN THE DARBY CREEK WATERSHED DISTRICT A.

212 BLOOMINGDALE AVENUE:

TAX PARCEL NUMBER: 36060328400
BLOCK AND UNIT NUMBER: BLOCK 12, UNIT 459000

SOURCE OF DEED: BOOK 5248 PAGE 1733

TOTAL AREA: (TO THE TITLE LINE) 35,444.24 SF (0.8137 ACRES)
NET AREA: (TO THE ROAD R/W) 30,475.37 SF (0.6996 ACRES)

216 BLOOMINGDALE AVENUE:

TAX PARCEL NUMBER: 36060328500
BLOCK AND UNIT NUMBER: BLOCK 12, UNIT 458000

SOURCE OF DEED: BOOK 5248 PAGE 1733

TOTAL AREA: (TO THE TITLE LINE) CONTIGUOUS
NET AREA: (TO THE ROAD R/W) CONTIGUOUS

EXISTING IMPERVIOUS COVERAGE TO REMAIN (LOT 2):
HOUSE 1,896 SF (6.22%)
PORCH 217 SF
WALK 730 SF
WALL & MISC. 105 SF
TOTAL 2,948 SF (9.67%)

EXISTING IMPERVIOUS COVERAGE TO BE REMOVED:
HOUSE 2,030 SF (6.66%)
PATIO 96 SF
WALK 1,235 SF
TOTAL 3,361 SF (11.03%)

PROPOSED IMPERVIOUS COVERAGE:
HOUSE 4,452 SF (14.61%)
DRIVEWAY 3,136 SF
PATIO 276 SF
WALK 184 SF
TOTAL 8,048 SF (26.41%)

TOTAL IMPERVIOUS COVERAGE:
TOTAL = 14,357 SF (47.11%)
TO BE REMOVED = 3,361 SF
NEW IMPERVIOUS AREA = 10,996 SF (36.08%) (20.83% BUILDING AREA)

STATE OF PENNSYLVANIA
COUNTY OF DELAWARE SS

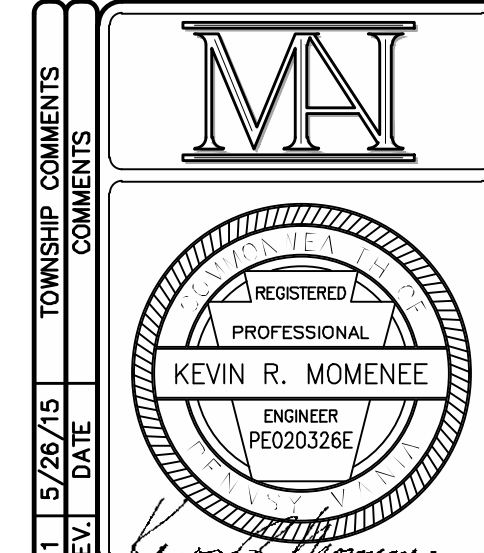
ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE OWNER OF THE PROPERTY SHOWN ON THIS PLAN AND THE SUBDIVISION PLAN THEREOF WAS MADE AT HIS DIRECTION AND THAT HE ACKNOWLEDGES THE SAME TO BE HIS ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.

(SIGNATURE)

NOTARY PUBLIC OR OTHER OFFICER

MY COMMISSION EXPIRES: _____



RECORD PLAN: (SHEET 1 OF 1 FOR RECORDING)

MOMENEE & ASSOCIATES, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008

FINAL PLAN OF SUBDIVISION
212 & 216 BLOOMINGDALE AVENUE
RADNOR TOWNSHIP • DELAWARE COUNTY • PENNSYLVANIA

DATE: JANUARY 08, 2015
SHEET NO. 2
OF 7
SCALE: 1" = 20'
FILE NO.: 13-060

ONE-CALL: 20150052102
DRAWN BY: S.M.B.
CHECKED BY: J.C.M.

OWNER/APPLICANT
GLI INVESTMENTS, LP
200 LANSDOWNE AVENUE
WAYNE, PA 19087

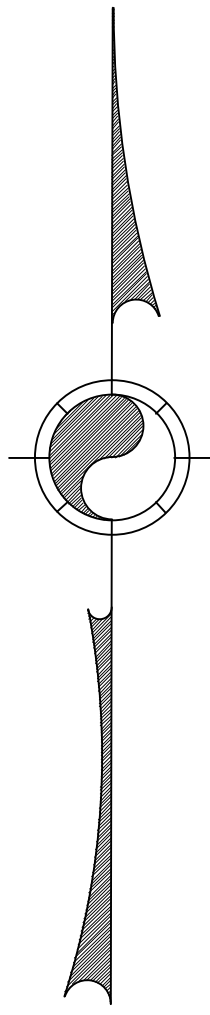
ALL LOCATIONS OF EXISTING UTILITIES, SHOWN ON THIS PLAN, HAVE BEEN DEVELOPED FROM FIELD LOCATIONS OF VISIBLE ABOVE GROUND UTILITY STRUCTURES AND INFORMATION FURNISHED BY THE UTILITY COMPANIES.

ALL LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. COMPLETENESS OR ACCURACY OF THE LOCATIONS AND DEPTH OF ALL STRUCTURES CANNOT BE GUARANTEED. CONTRACTORS MUST VERIFY ALL LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE THE START OF ANY WORK.

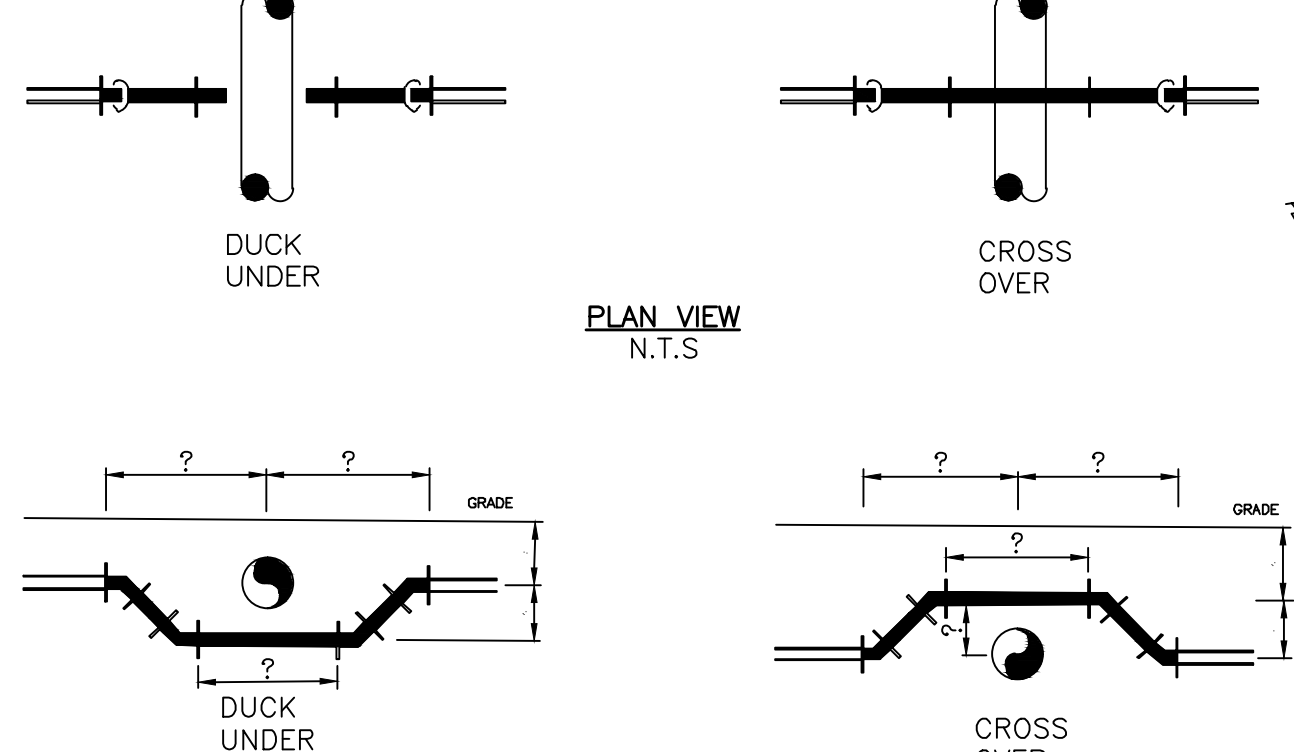
AS PER ACT 187 HOUSE BILL 2627, BEFORE THE START OF ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANIES THROUGH THE PENNSYLVANIA "ONE CALL SYSTEM" 1-800-242-1776 THREE DAYS PRIOR TO THE START OF ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.

LINE TYPE / SYMBOL LEGEND:

---	EXISTING PROPERTY LINE
- - - -	PROPOSED PROPERTY LINE
---	R.O.W. LINE
---	BUILDING SETBACK
X X X	EXISTING FENCE
---	PROPOSED 1-1/2" GAS SERVICE LATERAL
---	PROPOSED ELECTRIC LINE
---	PROPOSED 1" WATER SERVICE LATERAL
---	PROPOSED 4" SANITARY LATERAL
---	PROPOSED 6" SANITARY MAIN
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	PROPOSED GRADING



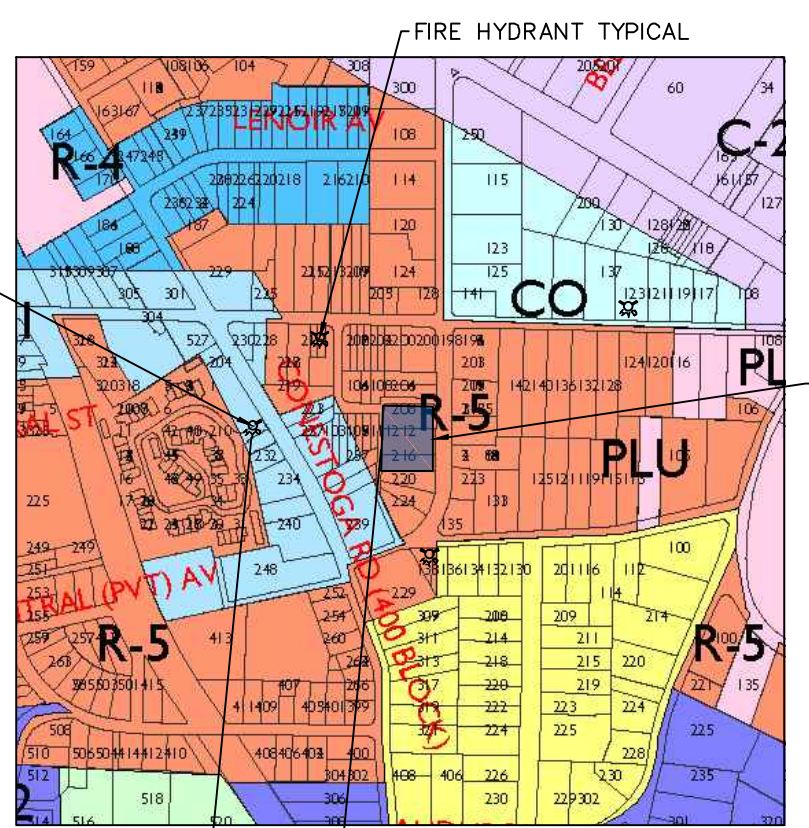
DUCK UNDERS/CROSS OVERS WITH VERTICAL BENDS
ALL DIMENSIONS TO BE SPECIFIED BY AQUA PA AND/OR CONTRACTOR(S)/OTHERS



PROPOSED STORMWATER MANAGEMENT DETAILS:

INLET	INVERT	GRATE ELEVATION	SLOPE	PIPE LENGTH	DIAMETER/MATERIAL
YARD DRAIN 1	399.90 OUT	401.50	1.25%	89'	8" HDPE
CATCH BASIN 1	399.01 IN 398.91 OUT	401.50	1.25%	2'	8" HDPE
YARD DRAIN 2	401.01 OUT	405.00	1.25%	64'	8" HDPE
YARD DRAIN 3	400.41 IN 400.21 OUT	405.75	1.25%	48'	8" HDPE
CATCH BASIN 3	399.71 IN 399.61 OUT	405.50	1.25%	71'	12" HDPE
CATCH BASIN 2	398.72 IN 398.62 OUT	401.50	4.0%	3'	12" HDPE

LOCATED AT THE SOUTH CORNER OF GREYTHORNE WOOD CIRCLE & CONESTOGA ROAD



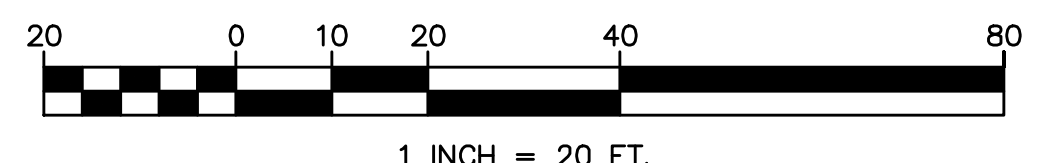
FIRE HYDRANT MAP
SCALE=1"=600'

Serial Number: 2015-005-2102
CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL Pennsylvania One Call System, Inc. 1-800-242-1776

CONTRACTOR: MOMENEE & ASSOCIATES, INC. CONSULTING ENGINEERS, EXPRESSLY DISCLAIMS ITS COMMON LAW COPYRIGHT AND ALL OTHER PROPRIETARY RIGHTS IN THESE PLANS, ALL DRAWINGS, SPECIFICATIONS AND NOTES THEREOF AND SHALL GRANT THE PROPERTY OF MOMENEE & ASSOCIATES THE RIGHT TO BE USED IN ANY MANNER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF MOMENEE & ASSOCIATES, INC. ANY REUSE, ADAPTATION, REPRODUCTION, OR TRANSMISSION OF THESE PLANS WITHOUT THE WRITTEN PERMISSION, VERIFICATION, CONSENT OR ADAPTATION BY MOMENEE & ASSOCIATES, INC. FOR THE SPECIFIC PURPOSE INTENDED, SHALL BE AT THE THIRD PARTY'S SOLE RISK AND WITHOUT LIABILITY OF MOMENEE & ASSOCIATES, INC. THE THIRD PARTY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL CLAMS, DAMAGES, LOSSES, AND EXPENSES ARISING THEREOF, RESULTING THEREFROM.

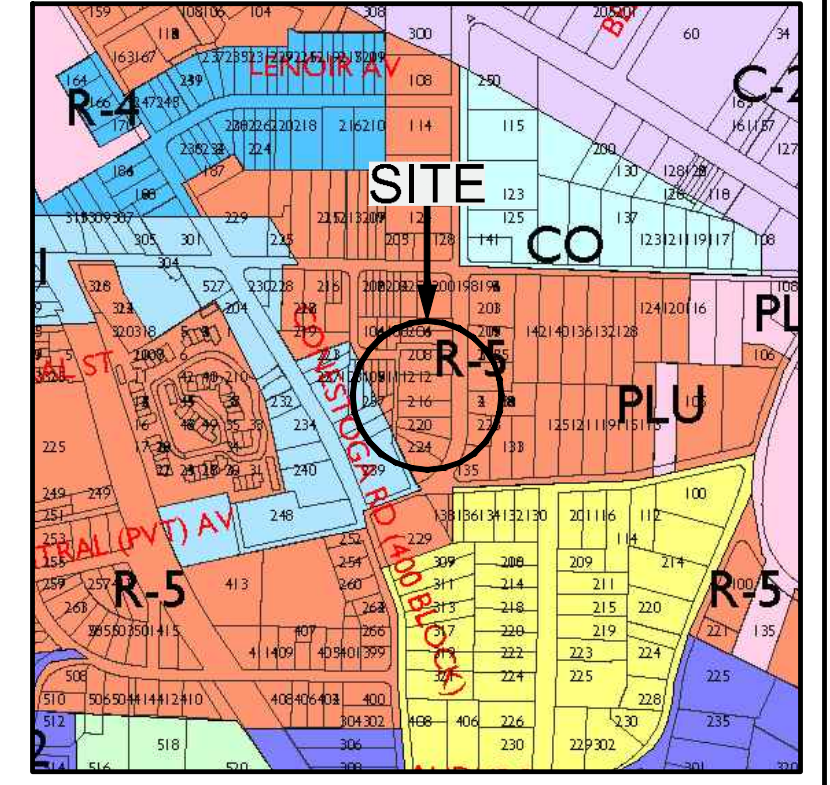
RESOLUTION TO SOIL LIMITATIONS:
BASED ON THE EXISTING SOIL TYPES AND IF THE PROPOSED EROSION AND SEDIMENTATION CONTROL MEASURES ARE INSTALLED AND MAINTAINED PROPERLY, NO UNFORESEEN SOIL LIMITATIONS OR PROBLEMS ARE LIKELY. NEVERTHELESS, IF A PROBLEM DOES DEVELOP, THE DEVELOPER MUST TEMPORARILY SEED AND MULCH THE DISTURBED AREA. SUITABLE TOPSOIL SHALL BE IMPORTED TO SITE IF INADEQUATE QUANTITIES OF SUITABLE TOPSOIL EXIST ON SITE. ADEQUACY OF SOIL TO BE DETERMINED BY SITE GEOTECHNICAL ENGINEER IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT. SOIL AMENDMENTS SHALL BE ADDED AS REQUIRED. ALL UNSUITABLE MATERIAL SHALL BE DISPOSED OF PROPERLY. SITE GEOTECHNICAL ENGINEER SHALL ALSO BE CONSULTED DURING WINTER GRADING OPERATIONS.

SOILS INFORMATION									
SYMBOL	NAME	%SLOPE	ERODIBILITY INDEX	HYDROLOGIC GROUP	AGRICULTURAL CAPABILITY CLASS	DRAINAGE	LOAD BEARING CAPACITY	DEPTH TO SH WATER	DEPTH TO BEDROCK
Md	MADE LAND BARREN AND DIABASE MATERIALS	NOT RATED	NOT RATED	C	6E	WELL DRAINED	NOT RATED	3'+	4'+



CARE OF EXISTING TREES:

- ALL WOODY VEGETATION TO BE RETAINED WITHIN TWENTY-FIVE FEET OF A BUILDING SITE OR DISTURBED AREA SHALL BE PROTECTED FROM EQUIPMENT DAMAGE BY FENCING PLACED AT THE DRIPLINES. TREE PROTECTION FENCING SHALL BE INSTALLED TO PROTECT ALL EXISTING TREES FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS. MAINTAIN PROTECTION FENCING FOR THE DURATION OF PROJECT.
- GRADE CHANGES AROUND THE DRIPLINES OF TREES TO BE RETAINED SHALL BE MINIMIZED. TREATMENT OF THE TREES PRIOR TO CONSTRUCTION TO PROTECT THE ROOT SYSTEM SHALL BE PERFORMED.
- SELECTIVELY PRUNE EXISTING TREES AT THE EDGE OF ALL TREE PROTECTION ZONES, AND OTHER EXISTING TREES AFFECTED BY CONSTRUCTION, UNDER LANDSCAPE ARCHITECT'S DIRECTION. REMOVE SUCKER SHOOTS, DEAD, RUBBING AND DAMAGED BRANCHES.
- ANY EXCAVATION NEAR ADJACENT ROOT SYSTEMS WILL REQUIRE ROOT PRUNING OF AFFECTED TREE(S). ALL DISTURBED ROOTS MUST BE CUT AS CLEANLY AS POSSIBLE. THE TRENCH MUST BE BACKFILLED AS QUICKLY AS POSSIBLE, AVOIDING COMPACTION. TREE LIMBS MUST BE CUT BACK IN PROPORTION TO THE ROOT AREA LOSS.
- FERTILIZE PRUNED EXISTING TREES WITH 3 TO 4 LBS. OF LIQUID FERTILIZER PER 1,000 SQUARE FEET OF DRIP AREA, OR, 5 GALLONS OF LIQUID FERTILIZER PER CALIPER INCH OF TRUNK DIAMETER.
- FERTILIZE IN EARLY SPRING BEFORE GROWTH BEGINS.
- FERTILIZE BEGINNING 2' FROM TRUNK AT INTERVALS 2' TO 3' ON CENTER IN A GRID-LIKE PATTERN TO A DEPTH OF 6-18" WITHIN THE DRIPLINE AND BEYOND WHERE POSSIBLE. INJECTION FERTILIZATION METHOD SHALL BE ACCEPTABLE SUBJECT TO LANDSCAPE ARCHITECT'S APPROVAL.



LOCATION MAP
SCALE: 1" = 600'

STORMWATER MANAGEMENT FACILITY MAINTENANCE PLAN

THE STORMWATER MANAGEMENT FACILITIES ON THESE LOTS CONSIST OF A SUBSURFACE DETENTION/RECHARGE BASIN. THE BASIN IS COMPRISED OF FULLY PERFORATED HDPE PIPE WITHIN A STONE BED SURROUNDING BY FILTER FABRIC. AN INTERNAL CONTROL RISER ALLOWS CONTROLLED DISCHARGE OF FLOWS FROM THE SYSTEM. WATER RUNOFF IS DIRECTED TO THE BASIN VIA ROOF DRAINS, A 2"x2" INLET, AND PIPING WHICH CAPTURES AND COLLECTS RUNOFF FROM PORTIONS OF THE ROOF, PORTIONS OF THE DRIVEWAY, AND SOME OTHER AREAS ON THE PROPERTY. THE INLET IS PROVIDED WITH A ONE FOOT SUMP BELOW THE INLET PRIOR TO ENTERING THE SUBSURFACE SYSTEM SO THAT DEBRIS CAN BE COLLECTED.

A CONTROL STRUCTURE WITHIN THE SYSTEM DISCHARGES TO THE EXISTING STORM WATER SYSTEM WITHIN BLOOMINGDALE AVENUE. AN ACCESS MANHOLE WITH A LADDER IS PROVIDED AT THE END OF THE SUBSURFACE PIPE SYSTEM TO FACILITATE ACCESS AND MAINTENANCE OF THE SYSTEM.

LOT 1, 3, & 4 PROPERTY OWNERS WILL BE RESPONSIBILITY FOR THE CONTINUED OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT FACILITIES.

MAINTENANCE OF THE FACILITIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

- THE OWNER, OCCUPANT, TENANT OR OTHER USER OF THE PROPERTY SHALL NOT IMPEDE THE FLOW OF WATER DRAINING TO THE STORMWATER MANAGEMENT BASIN.
- ALL ROOF DOWNSPOUTS, INLETS, CURB OPENINGS AND OTHER WATERWAYS SHALL BE KEPT OPEN AND OPERATION TO PASS THE FLOW OF WATER TO THE BASIN AS INTENDED.
- GRASS AND LANDSCAPING IN THE VICINITY OF ALL INLETS SHALL BE KEPT TRIM AND FREE FROM DEBRIS ACCUMULATION, AND DOWNSPOUTS AND INLETS SHALL BE KEPT FREE OF OBSTRUCTIONS THAT COULD BLOCK THE FREE FLOW OF WATER TO AND WITHIN THEM.
- INLET SUMPS SHALL BE CLEANED OF ACCUMULATED DEBRIS BEFORE ANY DEBRIS CAN BE DISCHARGED INTO THE SYSTEMS. INLET STRUCTURES SHALL BE INSPECTED AT LEAST MONTHLY TO INSURE THAT THEY ARE CLEAN AND REMAIN OPERATIONAL.
- SUBSURFACE PIPES SHALL BE INSPECTED ON AN ANNUAL BASIS TO INSURE THAT THEY ARE CLEAN AND OPERATIONAL. ANY ACCUMULATED DEBRIS AND SILT SHALL BE REMOVED IN A TIMELY MANNER. THE SUBSURFACE PIPES SHALL BE KEPT FREE OF OBSTRUCTIONS THAT COULD BLOCK THE FREE FLOW OF WATER WITHIN THEM.
- PROMPT REMEDIAL MEASURES ARE TO BE TAKEN IN THE EVENT OF ANY BLOCKAGE OR MALFUNCTION OF THE SYSTEM.

THE OWNER, OCCUPANT, TENANT OR OTHER USER OF THE PROPERTY SHALL NOT TAKE ANY MEASURES TO DISRUPT OR IMPAIR THE EFFECTIVENESS OF THE BASIN OR ITS CONTROLS. THIS INCLUDES ALTERATION OF GRADES IN ANY MANNER THAT WOULD DIVERT RUNOFF AWAY FROM INLET COLLECTION POINTS.

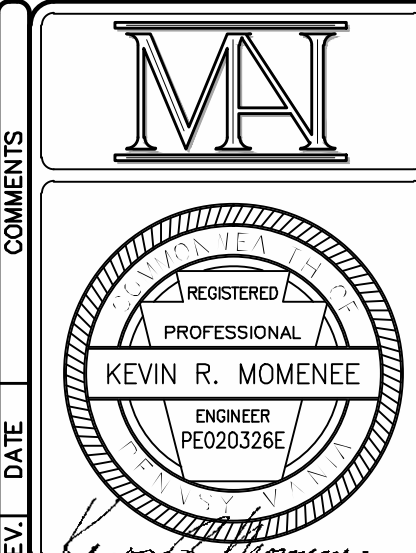
NOTES:

- THE STORMWATER MANAGEMENT FACILITIES ARE DESIGNED TO ACCOUNT FOR NEW AND/OR REPLACEMENT IMPERVIOUS COVER ON SITE OF UP TO 10,354 SF. EACH LOT CAN HAVE AN ADDITIONAL 616 SF OF FUTURE IMPERVIOUS COVERAGE.
- THE RESPONSIBILITY FOR THE CONTINUED MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT SYSTEM AND OTHER DRAINAGE FACILITIES SHALL BE THE OBLIGATION OF LOTS 1, 3, & 4 PROPERTY OWNERS.
- THE TOWNSHIP ENGINEER'S OFFICE SHALL BE NOTIFIED 48 HOURS PRIOR TO THE CONSTRUCTION OF THE STORMWATER MANAGEMENT SYSTEM AND PRIOR TO THE START OF EARTHMOVING ACTIVITIES.
- A GENERAL EASEMENT IS HEREBY CREATED OVER THE STORMWATER MANAGEMENT SYSTEM THAT PERMITS INGRESS AND EGRESS BY RADNOR TOWNSHIP.
- A GENERAL EASEMENT IS HEREBY CREATED OVER THE SANITARY SYSTEM THAT PERMITS INGRESS AND EGRESS BY RADNOR TOWNSHIP.

PERCOLATION TEST:

SOIL INFILTRATION TESTING WAS CONDUCTED BY RUSSELL L. LOSCO, C.P.S. SC OF LANCHESTER SOIL CONSULTANTS, INC. ON JANUARY 28, 2008.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE EXISTING CONDITIONS ARE AS SHOWN AND THAT THIS DRAINAGE PLAN COMPLIES WITH ALL THE DESIGN STANDARDS AND CRITERIA OF THE RADNOR TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.
Kevin R. Momenee
KEVIN R. MOMENEE, P.E., P.L.S. 05/26/15 DATE



GRADING & UTILITIES PLAN

MOMENEE & ASSOCIATES, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008

FINAL PLAN OF SUBDIVISION
212 & 216 BLOOMINGDALE AVENUE
RADNOR TOWNSHIP • DELAWARE COUNTY • PENNSYLVANIA

DATE: JANUARY 08, 2015
SHEET NO. 3
OF 7
SCALE: 1" = 20'
FILE NO.: 13-060

ONE-CALL: 20150052102
DRAWN BY: S.M.B.
CHECKED BY: J.C.M.

OWNER/APPLICANT
GL1 INVESTMENTS, LP
200 LANSDOWNE AVENUE
WAYNE, PA 19087

TOWNSHIP COMMENTS
REV. DATE

ALL LOCATIONS OF EXISTING UTILITIES, SHOWN ON THIS PLAN, HAVE BEEN DEVELOPED FROM FIELD LOCATIONS OF VISIBLE ABOVE GROUND UTILITY STRUCTURES AND INFORMATION FURNISHED BY THE UTILITY COMPANIES.

ALL LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. COMPLETENESS OR ACCURACY OF THE LOCATIONS AND DEPTH OF ALL STRUCTURES CANNOT BE GUARANTEED. CONTRACTORS MUST VERIFY ALL LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE THE START OF ANY WORK.

AS PER ACT 187 HOUSE BILL 2627, BEFORE THE START OF ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANIES THROUGH THE PENNSYLVANIA "ONE CALL SYSTEM" 1-800-242-1779 THREE DAYS PRIOR TO THE START OF ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.

MAINTENANCE OF TEMPORARY SEDIMENTATION CONTROL STRUCTURES

STABILIZED CONSTRUCTION ENTRANCE: THE STABILIZED CONSTRUCTION ENTRANCES ARE TO BE CONSTRUCTED PER THE DETAIL. THE STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED SO THAT TIRE SCRUBBING ACTIVITY DOES NOT BECOME INEFFECTIVE. ANY BUILDUP OF MUD OR SOIL ON THE STREET SHALL BE CLEANED AT THE END OF EACH WORKING DAY.

INLET SILT TRAPS: INLET SILT TRAPS SHALL BE CONSTRUCTED PER THE DETAIL AND CLEANED AFTER EACH STORM EVENT OR AS DIRECTED BY THE CONSERVATION DISTRICT OR TOWNSHIP ENGINEER.

SILT FENCE: SILT FENCE SHALL BE INSTALLED PER THE DETAIL WITH ROCK FILTER OUTLETS PROVIDED EVERY 100 FEET AND AT EXISTING AND GRADED LOW POINTS. SEDIMENT SHALL BE REMOVED FROM SILT FENCES WHEN IT REACHES 1/2 THE FENCE HEIGHT OR AS DIRECTED BY THE CONSERVATION DISTRICT OR TOWNSHIP ENGINEER. SILT FENCING WHICH HAS BEEN UNDERMINED OR TOPPED WILL BE REPLACED WITH ROCK FILTER OUTLETS IMMEDIATELY.

SEDIMENT DISPOSAL: SILT REMOVED FROM TEMPORARY SEDIMENT CONTROL STRUCTURES SHALL BE DISPOSED ON-SITE IN UNDISTURBED AREAS LOCATED OUTSIDE OF FLOOD PLAINS, WETLANDS, STEEP SLOPES AND DRAINAGE SWALES.

DUST CONTROL: DUST AND OTHER PARTICULATES SHALL BE KEPT WITHIN TOLERABLE LIMITS BY USING WATER. APPLICATION SHALL BE AS NEEDED OR AS DIRECTED BY THE TOWNSHIP ENGINEER OR THE CONSERVATION DISTRICT.

PLACING TOPSOIL OR TOPSOIL MIXTURE

PREPARATION OF AREAS TO BE TOPSOILED
GRADE THE AREAS TO BE COVERED BY TOPSOIL, USING ACCEPTABLE METHODS. LOOSEN SOIL TO A DEPTH OF 2 INCHES BEFORE PLACING THE TOPSOIL. REMOVE STONES AND OTHER FOREIGN MATERIAL 2 INCHES OR LARGER IN DIMENSION. REMOVE AND SATISFACTORILY DISPOSE OF UNSUITABLE AND SURPLUS MATERIAL.

PLACING AND SPREADING TOPSOIL

PLACE TOPSOIL ON THE PREPARED AREAS AND, UNLESS OTHERWISE INDICATED, SPREAD AND COMPACT TO A 4-INCH UNIFORM DEPTH ± 1 1/2 INCHES. COMPACT WITH A ROLLER WEIGHING NOT OVER 120 POUNDS PER FOOT WIDTH OF ROLLER OR BY OTHER ACCEPTABLE METHODS, AS DIRECTED. REMOVE OVERDEPTH TOPSOIL UNLESS OTHERWISE AGREED UPON IN WRITING. DO NOT PLACE TOPSOIL IN A WET OR FROZEN CONDITION.

SEEDING SPECIFICATIONS:

WHERE DENUDED AREAS ARE DESIRED TO BE LAWN:

1. PERFORM ALL CULTURAL OPERATION AT RIGHT ANGLES TO THE SLOPE.
2. APPLY LIME ACCORDING TO TEST OR AT THE RATE OF 25 LBS. OF GROUND LIME PER 1,000 SQ. FT.
3. APPLY FERTILIZER ACCORDING TO SOIL TEST OR WORK IN DEEPLY 20 LBS. OF 0-20-20 OR EQUIVALENT PER 1,000 SQ. FT. AND AT THE TIME OF SEEDING, WORK INTO THE SURFACE 10 LBS. OF 10-10-10 OR EQUIVALENT PER 1,000 SQ. FT. OR OTHER APPROVED MIXTURE.
4. SMOOTH AND FIRM SEEDED AREA PRIOR TO SEEDING.
5. SEED USING A MIXTURE OF 60% PENNSTAR KENTUCKY BLUEGRASS, 30% PENNLAWN RED FESCUE AND 10% PENNFINE PERENNIAL RYEGRASS AT THE RATE OF FIVE (5) POUNDS PER 1,000 SQ. FT. OR OTHER APPROVED MIXTURE.
6. COVER GRASS AND LEGUME SEEDS WITH 1/4" OF SOIL WITH SOIL EQUIPMENT, MULCH, USING 2 BALES/1,000 SQ. FT.
7. MOW AS REQUIRED.
8. WHERE SLOPES EXCEED 25% JUTE NETTING OR OTHER APPROVED (EQUAL) SLOPE STABILIZATION MEASURES SHALL BE UTILIZED. IN ADDITION, THE SEEDING SPECIFICATIONS FOR STEEP SLOPES SHALL BE INCREASED TO INCLUDE 3 LBS./1,000 SQ. FT. OF ANNUAL RYEGRASS FOR RAPID VEGETAL ESTABLISHMENT.

HYDROSEEDING SPECIFICATIONS

DEFINITION: STABILIZING SEDIMENT PRODUCING AND SEVERELY ERODED AREAS BY ESTABLISHING PERMANENT GRASS COVER.


PURPOSE: TO PROVIDE PERMANENT VEGETATIVE COVER TO CONTROL RAPID RUN-OFF AND EROSION.

PROCEDURE: SURFACE TO BE HYDRO-SEEDED SHALL BE CLEANED OF ALL DEBRIS AND OTHER MATTER HARMFUL TO UNIFORM GERMINATES. A WATER-SLURRY MIXTURE COMPOSED OF THE BELOW MENTIONED "MATERIALS" SHALL BE SPRAYED UNIFORMLY OVER THE AREAS TO BE HYDRO-SEEDED.

MATERIALS: APPLICATION RATE

PERMANENT SEEDING		APPLICATION RATE
NAME	DESCRIPTION	(PER ACRE)
1)	SEED MIXTURE 60% PENNSTAR KENTUCKY BLUEGRASS 30% PENNLAWN RED FESCUE 10% PENNFINE PERENNIAL RYEGRASS	260 LBS.
2)	COMMERCIAL FERTILIZER	1,000 LBS.
3)	LIME GROUND AGRICULTURAL LIMESTONE (MAY BE APPLIED SEPARATELY)	2 TONS
4)	MULCH HAY OR STRAW	3 TONS
5)	SOIL STABILIZER TERRA TACK OR EQUIVALENT	20 LBS.
TEMPORARY		
1)	SEED ANNUAL RYEGRASS (95% PURE)	40 LBS.
2)	COMMERCIAL FERTILIZER	1,000 LBS.
3)	LIME GROUND AGRICULTURAL LIMESTONE (MAY BE APPLIED SEPARATELY)	1 TON
4)	MULCH HAY OR STRAW	3 TONS

Serial Number: 2015-005-2102
CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL Pennsylvania One Call System, Inc. 1-800-242-1776



SOIL EROSION CONTROL DETAILS

CONTROL NUMBER	DESCRIPTION
1	18" FILTREXX DIVERSION BERM
2	18" COMPOST SOCK OR 30" SILT FENCE
3	18" COMPOST SOCK OR 30" SILT FENCE
4	18" COMPOST SOCK OR 30" SILT FENCE
5	18" FILTREXX DIVERSION BERM

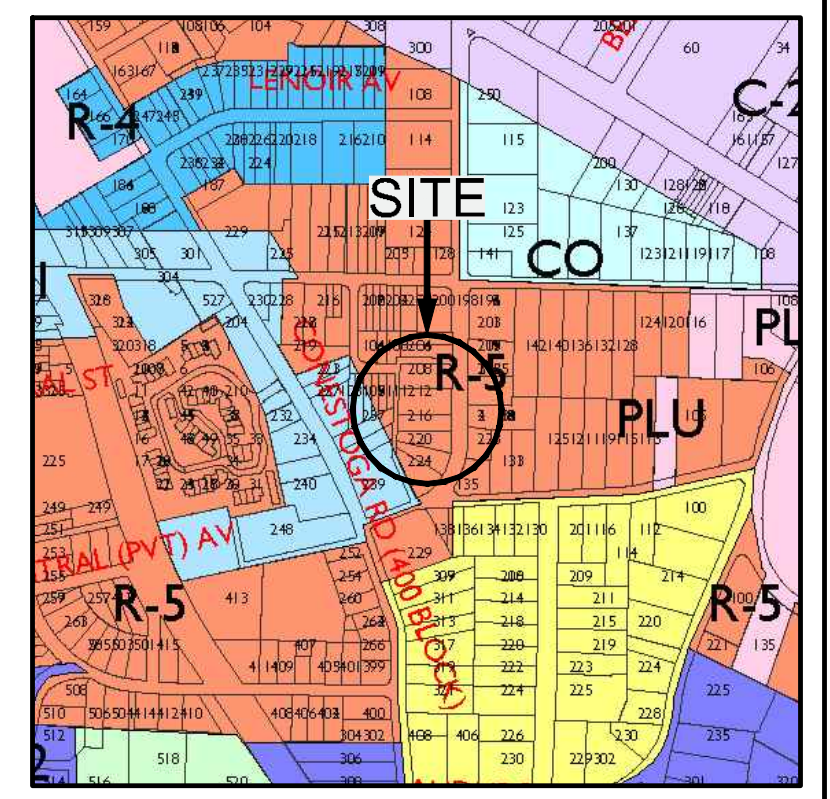
RESOLUTION TO SOIL LIMITATIONS:
 BASED ON THE EXISTING SOIL TYPES AND IF THE PROPOSED EROSION AND SEDIMENTATION CONTROL MEASURES ARE INSTALLED AND MAINTAINED PROPERLY, NO UNFORESEEN SOIL LIMITATIONS OR PROBLEMS ARE LIKELY. NEVERTHELESS, IF A PROBLEM DOES DEVELOP, THE DEVELOPER MUST TEMPORARILY SEED AND MULCH THE DISTURBED AREA. SUITABLE TOPSOIL SHALL BE IMPORTED TO SITE IF INADEQUATE QUANTITIES OF SUITABLE TOPSOIL EXIST ON SITE. ADEQUACY OF SOIL TO BE DETERMINED BY SITE GEOTECHNICAL ENGINEER IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT. SOIL AMENDMENTS SHALL BE ADDED AS REQUIRED. ALL UNSUITABLE MATERIAL SHALL BE DISPOSED OF PROPERLY. SITE GEOTECHNICAL ENGINEER SHALL ALSO BE CONSULTED DURING WINTER GRADING OPERATIONS.

SOILS INFORMATION									
SYMBOL	NAME	%SLOPE	ERODIBILITY INDEX	HYDROLOGIC GROUP	AGRICULTURAL CAPABILITY CLASS	DRAINAGE	LOAD BEARING CAPACITY	DEPTH TO WATER	DEPTH TO BEDROCK
Md	MADE LAND GABBRIC AND DIABASE MATERIALS	NOT RATED	NOT RATED	C	6E	WELL DRAINED	NOT RATED	3'+	4'+

CONSTRUCTION TIMING AND SEQUENCE

NOTE: THE TOWNSHIP ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO THE INSTALLATION OF THE SEEPAGE BED AND PRIOR TO THE START OF ANY EARTHMOVING ACTIVITIES.

01. NOTIFY THE TOWNSHIP THAT CONSTRUCTION IS GOING TO COMMENCE. ANTICIPATED DATE: FALL 2015.
02. INSTALL TREE PROTECTION AS INDICATED ON THE PLAN.
03. INSTALL SILT FENCE AS SHOWN ON THE PLAN AND ON THE DOWNHILL SLOPE OF ANY EXCAVATION OR ANTICIPATED DISTURBANCE.
04. INSTALL TREE CLEANER, PROVIDE MATING AND HOSE FOR CLEANING, IF THIS METHOD PROVES INEFFECTIVE INSTALL STABILIZED CONSTRUCTION ENTRANCE, CONSTRUCTION ENTRANCES ARE TO BE USED BY ALL VEHICLES EXISTING THE SITE.
05. PRIOR TO EARTH DISTURBANCE, NOTIFY THE TOWNSHIP ENGINEER THAT CONSTRUCTION IS GOING TO BEGIN.
06. ONCE THE EROSION AND SEDIMENT CONTROLS ARE IN PLACE AND FUNCTIONING, BEGIN DEMOLITION OF THE RESIDENCE, GARAGE, AND THE OTHER IMPERVIOUS FEATURES DESIGNATED FOR REMOVAL. ALL CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN AN APPROVED MANNER.
07. CLEAR AND GRUB THE AREAS AS NECESSARY WITHIN THE LIMITS OF DISTURBANCE OF EXISTING VEGETATION. STRIP TOPSOIL FROM AREAS OF CONSTRUCTION AND STOCKPILE SUITABLE MATERIAL FOR FUTURE USE. UNSUITABLE MATERIAL SHALL BE DISPOSED OF PROPERLY. SURROUND TOPSOIL WITH SILT FENCE AND SEED TO ESTABLISH TEMPORARY VEGETATIVE COVER.
08. EXCAVATE FOR AND BEGIN TO CONSTRUCT THE FOUNDATIONS FOR THE NEW RESIDENCE. UPON COMPLETION OF FOUNDATION WALLS, BACKFILL FOUNDATIONS AND ROUGH GRADE AROUND THE HOUSE. ANY GRADED OR DISTURBED AREA MUST BE TEMPORARILY SEEDED IF NO FURTHER EARTH MOVING IS ANTICIPATED IMMEDIATELY. USE ANY ADDITIONAL EXCAVATED MATERIAL FROM THE NEW FOUNDATION TO BACKFILL THE EXISTING BASEMENT.
09. CONTINUE WITH BUILDING CONSTRUCTION AND ROUGH GRADE THE SITE. INSTALL UTILITIES AS NECESSARY.
10. CONCURRENT WITH THE BUILDING CONSTRUCTION INSTALL THE ROOF RAINWATER COLLECTION SYSTEM, INLET, SUMP BOX, AND CONVEYANCE PIPING. PLACE INLET PROTECTION ON THE INLET.
11. INSPECT SEDIMENT BARRIERS FREQUENTLY, ESPECIALLY AFTER HEAVY STORMS. REPLACE AND REPAIR SEDIMENT BARRIERS AS NECESSARY.
12. UPON FINAL STABILIZATION OF THE CONTRIBUTORY AREA, INSTALL PERMANENT STORMWATER MANAGEMENT SYSTEM, AND JUNCTION BOX. CONNECT THE ROOF DRAINS AND INLET TO THE SYSTEM, AND CONNECT THE SYSTEM TO THE EXISTING STORM SEWER.
13. INSTALL FINAL BINDER AND WEARING COURSES ON THE NEW DRIVEWAY AREAS.
14. FINAL GRADE DENUDED AREAS, SPREAD STOCKPILED TOPSOIL AND SEED GRADED AREAS TO REESTABLISH PERMANENT VEGETATION. STABILIZE SLOPES IN EXCESS OF 4:1 WITH 500 OR EROSION CONTROL NETTING AND MULCH.
15. INSTALL FINAL LANDSCAPE FEATURES, AND COMPLETE CONSTRUCTION.
16. UPON PERMANENT STABILIZATION, REMOVE THE SEDIMENT BARRIERS. IMMEDIATELY SEED ANY DENUDED AREAS DUE TO THEIR REMOVAL.
17. CONSTRUCTION COMPLETED. ANTICIPATED DATE: SPRING 2017.



- NOTES:
- 1) NEWLY GRADED SLOPES TWENTY FIVE PERCENT (25% OR GREATER) SHALL BE SODDED OR STABILIZED WITH EROSION CONTROL NETTING.
 - 2) GEOTEXTILE FABRIC SHALL BE CLASS 1. GEOTEXTILE FABRIC IN ACCORDANCE WITH PENNDOT SPECIFICATION FROM 408. THE TYPE AND/OR THICKNESS SHALL BE DUFFONT TYPAR #5401, AMCOO PROPEX #4545 OR APPROVED EQUAL OR AS OTHERWISE INDICATED ON THE PLAN.
 - 3) TO ALL AREA WHICH REMAIN DISTURBED FOR MORE THAN 20 DAYS AND WILL BE SUBJECT TO THE ACTION OF EARTHMOVING AND OTHER EQUIPMENT, APPLY A MULCH (WOODCHIP-20 TONS PER ACRE; HAY OR STRAW-3 TONS PER ACRE). ALL OTHER DISTURBED AREAS REMAINING OPEN FOR MORE THAN 20 DAYS SHALL BE TEMPORARILY SEEDED AND MULCHED.
 - 4) ALL TREES AND BRUSH WITHIN THE SIGHT TRIANGLE SHALL BE TRIMMED AND/OR REMOVED AS NECESSARY TO OBTAIN CLEAR SIGHT DISTANCE WITH THE APPROVAL OF THE TOWNSHIP ARBORIST.
 - 5) SHOULD UNFORESEEN EROSION CONDITIONS DEVELOP DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ACTION TO REMEDY SUCH CONDITIONS AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUNOFF AND/OR SEDIMENT DISPLACEMENT. STOCKPILES OF WOODCHIPS, HAY BALES, CRUSHED STONE AND OTHER MULCHES SHALL BE HELD IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY PROBLEMS OF EROSION.
 - 6) THE CONTRACTOR SHALL, BY SCHEDULING THE CONSTRUCTION, UTILIZE NEW PLANTINGS AND PROPERLY INSTALL EROSION CONTROL FENCING, HAY BALES AND OTHER EROSION CONTROL MEASURES TO MINIMIZE EROSION DAMAGE.
 - 7) ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED AND WHICH WILL REMAIN EXPOSED FOR MORE THAN 20 DAYS MUST BE SEEDED AND MULCHED IMMEDIATELY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE YEAR MAY BE SEEDED AND MULCHED WITH A QUICK GROWING TEMPORARY SEEDING MIXTURE AND MULCH. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL NOT BE REDISTURBED WITHIN ONE YEAR MUST BE SEEDED AND MULCHED WITH A PERMANENT SEED MIXTURE AND MULCH. DIVERSIONS, CHANNELS, SEDIMENTATION BASINS, SEDIMENT TRAPS, AND STOCKPILES MUST BE SEEDED AND MULCHED IMMEDIATELY.
 - 8) A ROUTINE "END-OF-DAY-CHECK" SHALL BE MADE DURING CONSTRUCTION TO MAKE SURE THAT ALL CONTROL MEASURES ARE WORKING PROPERLY. ALL PERSONS ENGAGED IN LAND DISTURBANCE ACTIVITIES SHALL DESIGN, IMPLEMENT, AND MAINTAIN CONTROL MEASURES WHICH PREVENT ACCELERATED EROSION AND SEDIMENTATION. THERE SHALL BE NO ADVERSE DISCHARGE OF THE SEDIMENT OR OTHER SOLID MATERIALS FROM THE SITE AS THE RESULT OF STORMWATER RUNOFF.
 - 9) TEMPORARY EROSION CONTROL MEASURES MAY BE REMOVED ONLY AFTER THE CONSTRUCTION AREA AND CONTAINED SILT IS STABILIZED AND THE LAWN AREA ESTABLISHED.

LINE/SYMBOL LEGEND:

- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- - - R.O.W. LINE
- - - BUILDING SETBACK
- X X X EXISTING FENCE
- X X X PROPOSED 1 1/2" GAS SERVICE LATERAL
- E E E PROPOSED ELECTRIC LINE
- W W W PROPOSED 1" WATER SERVICE LATERAL
- SS SS PROPOSED 4" SANITARY LATERAL
- SS SS PROPOSED 6" SANITARY MAIN
- - - EXISTING 1' CONTOUR
- - - EXISTING 5' CONTOUR
- - - PROPOSED GRADING
- - - LIMITS OF DISTURBANCE
- ++++ SILT FENCE
- FILTREXX DIVERSION BERM
- XXXXXX TREE PROTECTION
- ⊙ SILT FENCE NUMBER
- ~ FLOW PATH

EROSION & SEDIMENT CONTROL PLAN

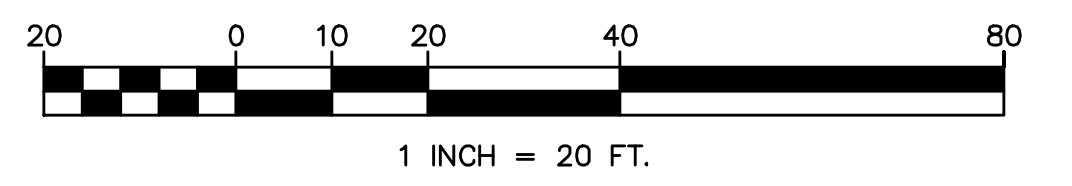
MOMENE & ASSOCIATES, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008

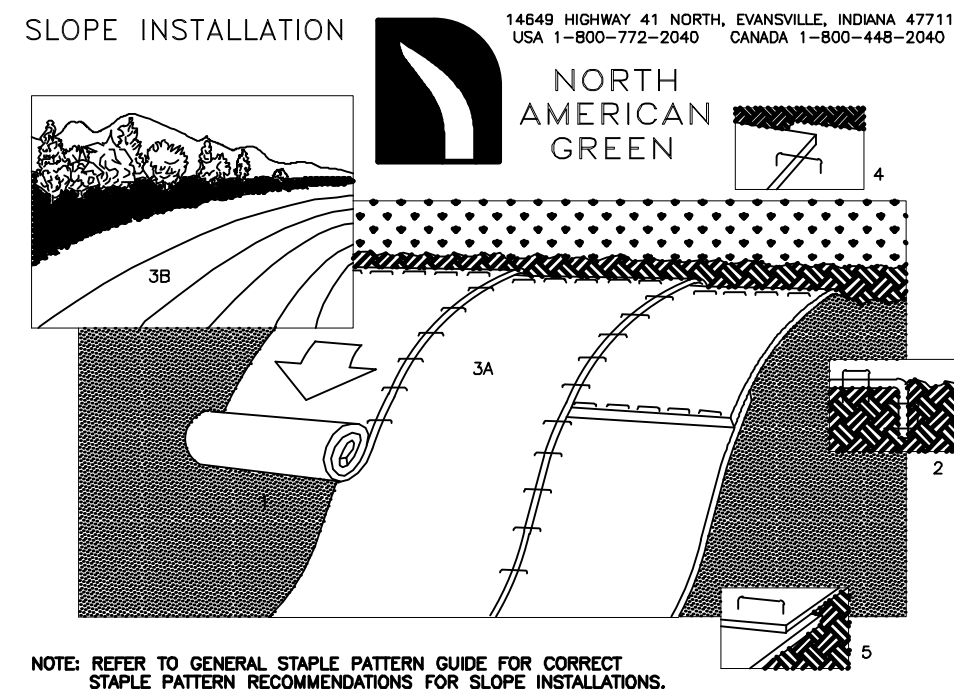
FINAL PLAN OF SUBDIVISION
 212 & 216 BLOOMINGDALE AVENUE
 RADNOR TOWNSHIP • DELAWARE COUNTY • PENNSYLVANIA

DATE: JANUARY 08, 2015
 SHEET NO. 4
 OF 7
 SCALE: 1" = 20'
 FILE NO.: 13-060

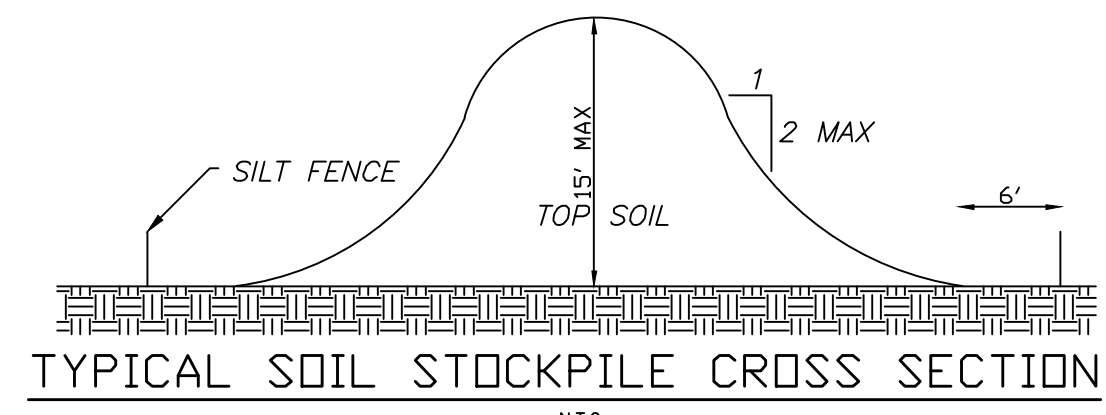
ONE-CALL: 20150052102
 DRAWN BY: S.M.B.
 CHECKED BY: J.C.M.

OWNER/APPLICANT
 GL1 INVESTMENTS, LP
 200 LANSDOWNE AVENUE
 WAYNE, PA 19087



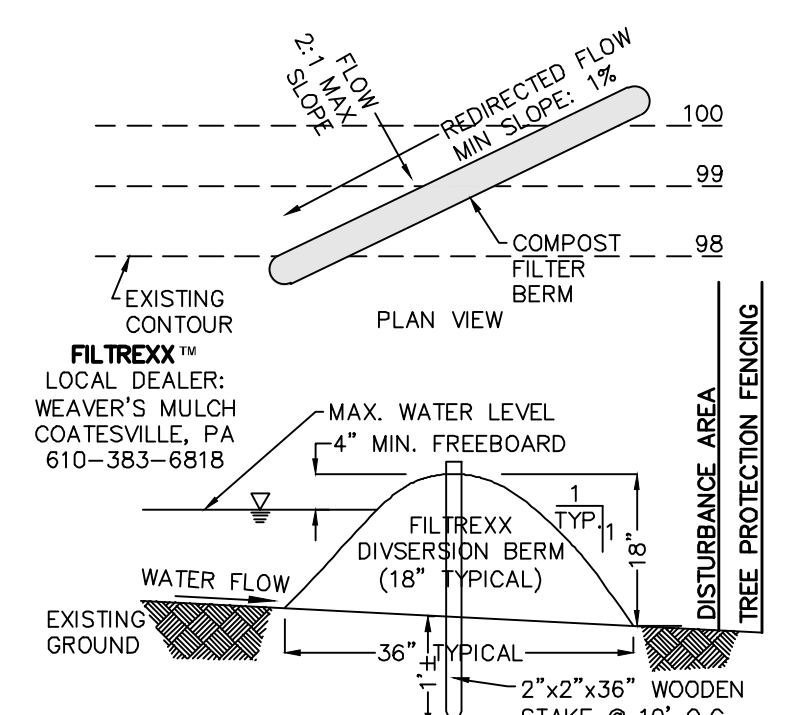


1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
5. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.



NOTE: SILT FENCE MUST COMPLETELY ENIRCLE STOCKPILES

TOP SOIL PROTECTION:
TOPSOIL SHALL NOT BE REMOVED FROM THE DEVELOPMENT SITE OR USED AS FILL. TOPSOIL SHALL BE REMOVED FROM THE AREAS OF CONSTRUCTION AND STORED SEPARATELY. THE TOPSOIL SHALL BE STABILIZED TO MINIMIZE EROSION DURING STORAGE. UPON COMPLETION OF CONSTRUCTION, THE TOPSOIL SHALL BE UNIFORMLY REDISTRIBUTED ON THE SITE.

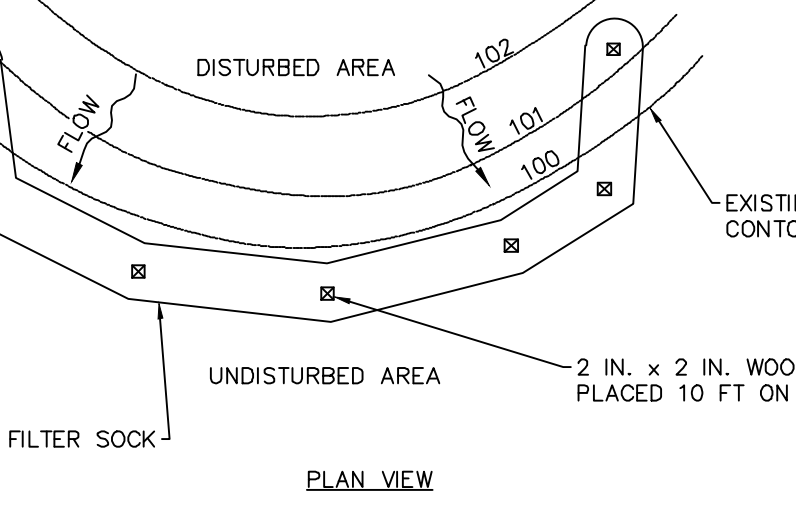
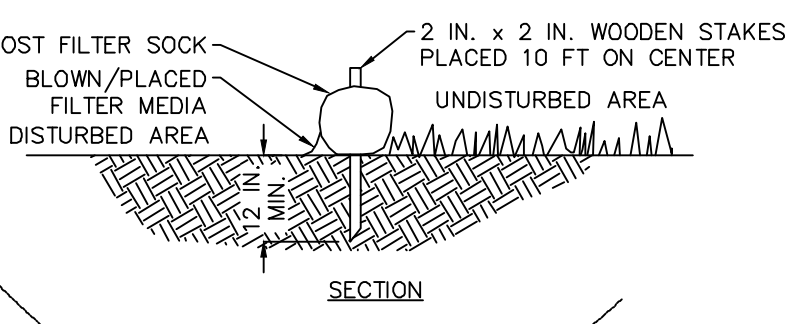


- NOTES:
1. ALL MATERIAL TO MEET FILTREXX FILTERSOX MATERIAL SPECIFICATIONS AND USE FILTREXX GROWING MEDIA. SOIL AND/OR SAND MAY BE ADDED TO THE FILTREXX GROWING MEDIA AT PERCENT DETERMINED BY ENGINEER.
 2. THE CONTRACTOR SHALL MAINTAIN THE COMPOST FILTER BERM IN A FUNCTIONAL CONDITION AT ALL TIMES AND IT SHALL BE ROUTINELY INSPECTED.
 3. BLOWN/PLACED FILTER MEDIA SHALL BE STABILIZED WITH SEED AND EROSION CONTROL BLANKET IMMEDIATELY AFTER INSTALLATION.
 4. WHERE THE BERM REQUIRES REPAIR, IT WILL BE ROUTINELY REPAIRED.
 5. THE CONTRACTOR SHALL REMOVE SEDIMENTS COLLECTED AT THE BASE OF THE BERM WHEN THEY REACH 1/3 OF THE EXPOSED HEIGHT OF THE BERM, OR AS DIRECTED BY THE ENGINEER.
 6. THE COMPOST FILTER BERM WILL BE DISPERSED ON SITE WHEN NO LONGER REQUIRED, AS DETERMINED BY THE ENGINEER.
 7. ALL BERMS TO BE TEMPORARILY LINED WITH LANDLOK S1 WHEN INSTALLED. IF VEGETATION DOES NOT ESTABLISH WITHIN SIX MONTHS FROM THE TIME OF INSTALLATION, THEN THE BERM MUST BE SODED.

TEMPORARY FILTREXX DIVERSION BERM
N.T.S.

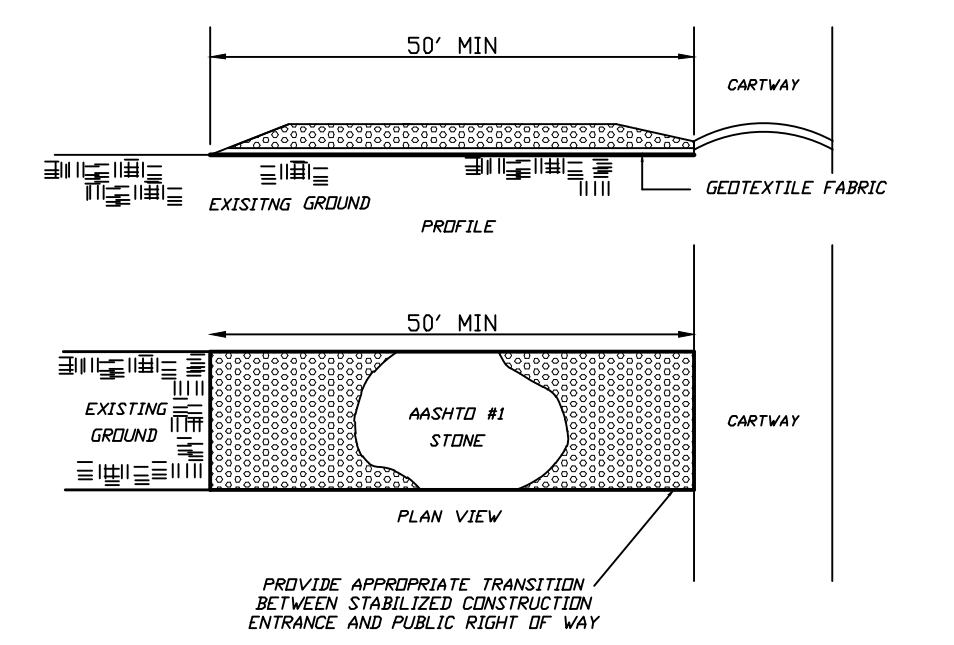
COMPOST STANDARDS
(PER PENNSYLVANIA DEP EROSION AND SEDIMENT POLLUTION CONTROL MANUAL, TABLE 4.2)

ORGANIC MATTER CONTENT	80% - 100% (DRY WEIGHT BASIS)
ORGANIC PORTION	FIBROUS AND ELONGATED
pH	5.5 - 8.0
MOISTURE CONTENT	30% - 50%
PARTICLE SIZE	98% PASS THROUGH 1" SCREEN
SOLUBLE SALT CONCENTRATION	5.0 gS/m (mg/mg/cm) MAXIMUM



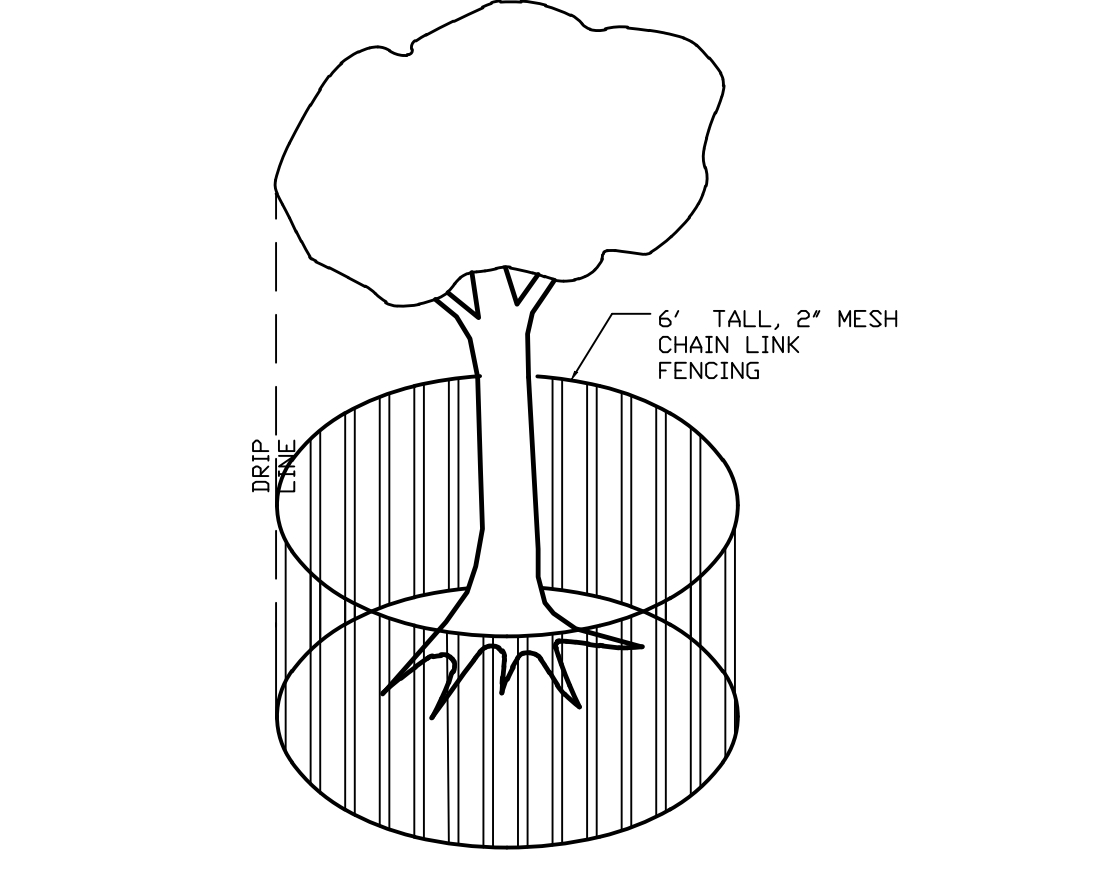
- NOTES:
1. SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.
 2. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.
 3. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
 4. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
 5. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
 6. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

STANDARD CONSTRUCTION DETAIL #4-1
COMPOST FILTER SOCK
NOT TO SCALE



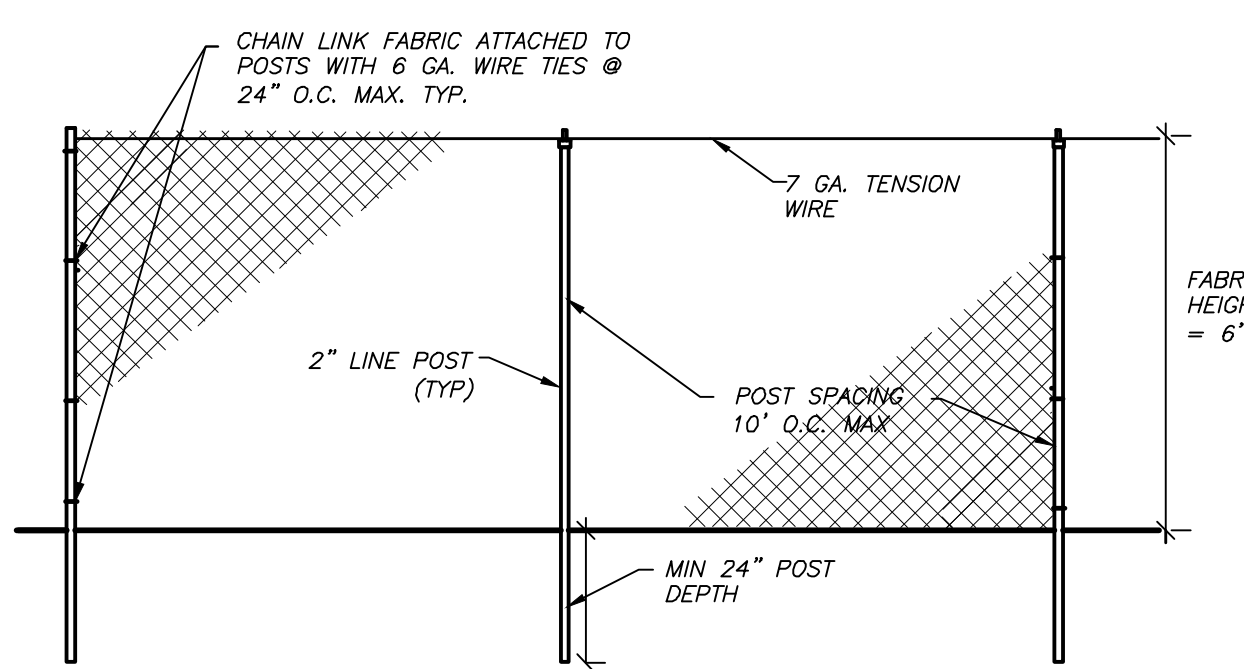
STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

1. THICKNESS - NOT LESS THAN EIGHT (8) INCHES.
2. WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINTS OF ACCESS OR EGRESS.
3. WASHING - WHEN NECESSARY, WHEELS SHALL BE CLEANED TO BE CLEANED TO REMOVED SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE THROUGH USE OF SAND BAGS, GRAVEL, BOARDS OR OTHER APPROVED METHODS.
4. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DIPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.



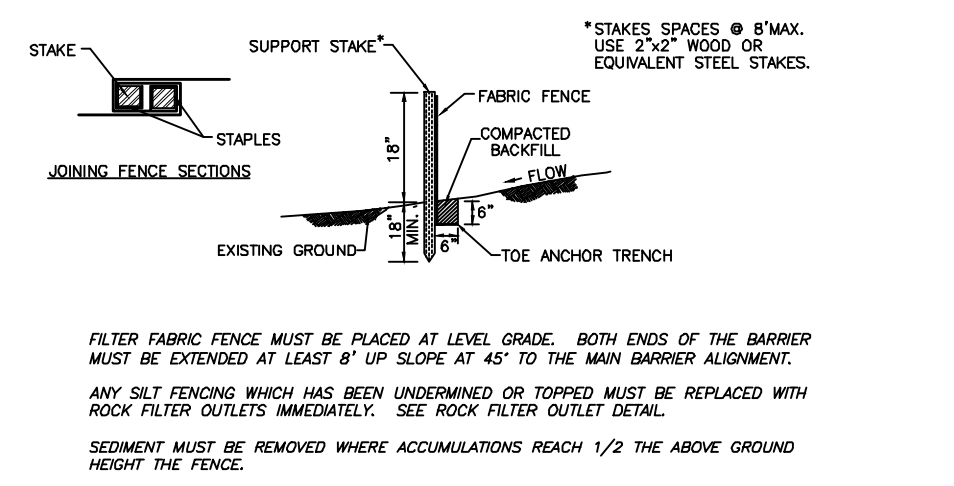
TREE PROTECTION FENCE PLACEMENT
N.T.S.

ALL WOODY VEGETATION TO BE RETAINED WITHIN 25 FEET OF A BUILDING SITE, PARKING AREA, DRIVEWAY OR OTHER PROPOSED IMPROVEMENT SHALL BE PROTECTED FROM EQUIPMENT DAMAGE BY FENCING OR OTHER EFFECTIVE BARRIERS APPROVED BY THE TOWNSHIP ENGINEER AND/OR ARBORIST. FENCING OR BARRIERS SHALL BE PLACED AS MUCH AS IS PRACTICAL AT THE DRIPLINE. LOCATION MAY BE ALTERED TO AVOID INTERFERENCE WITH PROPOSED GRADING AND IMPROVEMENTS AS SHOWN ON THE PLANS. BARRIER LOCATION SHALL BE SUBJECT TO APPROVAL BY THE TOWNSHIP ENGINEER AND/OR ARBORIST.

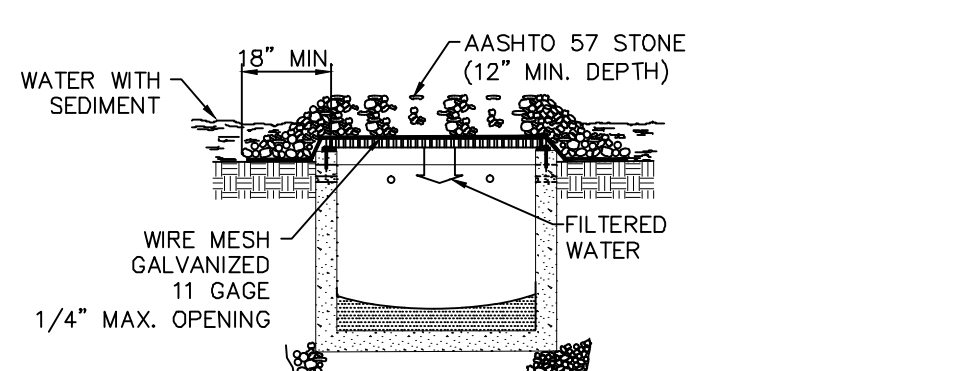


1. PROTECTION BARRIERS SHALL BE 6 FEET HIGH, CONSTRUCTED OF 2" CHAIN LINK MESH FABRIC.
2. FABRIC SHALL BE SECURED TO 2" POSTS WITH 6 GA. ALUMINUM WIRE TIES AT 24" O.C.
3. POSTS SHALL BE A MINIMUM OF 2 FEET IN THE GROUND AND SPACED 10 FEET ON CENTER MAX.
4. PLASTIC ZIP-TIES MAY NOT BE USED TO SECURE FABRIC TO POSTS.

TREE PROTECTION BARRIER FENCING
N.T.S.



STANDARD FILTER FABRIC FENCE
N.T.S.



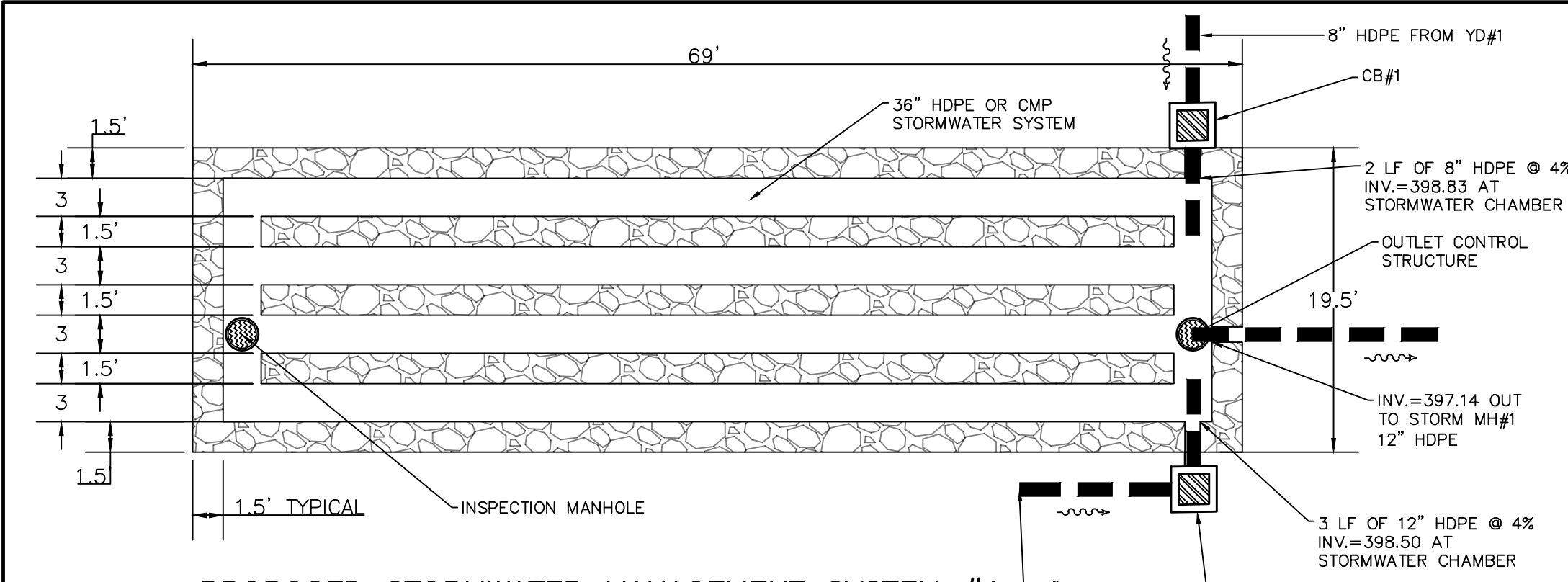
GRAVEL SEDIMENT FILTER FOR INLET
N.T.S.

Serial Number: 2015-005-2102
CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL
Pennsylvania One Call System, Inc.
1-800-242-1776

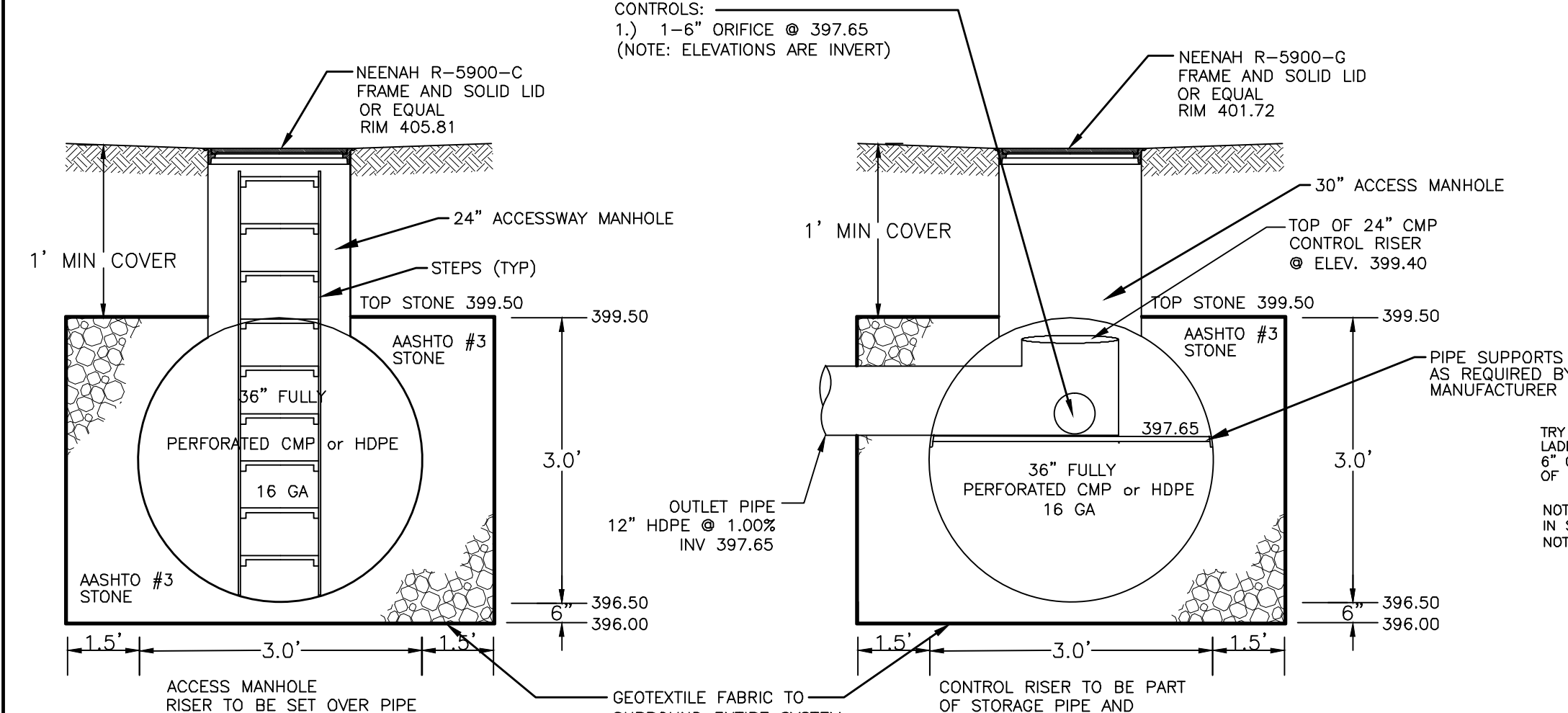


	EROSION & SEDIMENT CONTROL DETAILS	
	MOMENEE & ASSOCIATES, INC. CIVIL ENGINEERS AND LAND SURVEYORS 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008	
	FINAL PLAN OF SUBDIVISION 212 & 216 BLOOMINGDALE AVENUE RADNOR TOWNSHIP * DELAWARE COUNTY * PENNSYLVANIA	
	DATE: JANUARY 08, 2015 SHEET NO. 5 OF 7 SCALE: AS NOTED FILE NO.: 13-060	
ONE-CALL: 20150052102 DRAWN BY: S.M.B. CHECKED BY: J.C.M.	OWNER/APPLICANT GL1 INVESTMENTS, LP 200 LANSDOWNE AVENUE WAYNE, PA 19087	

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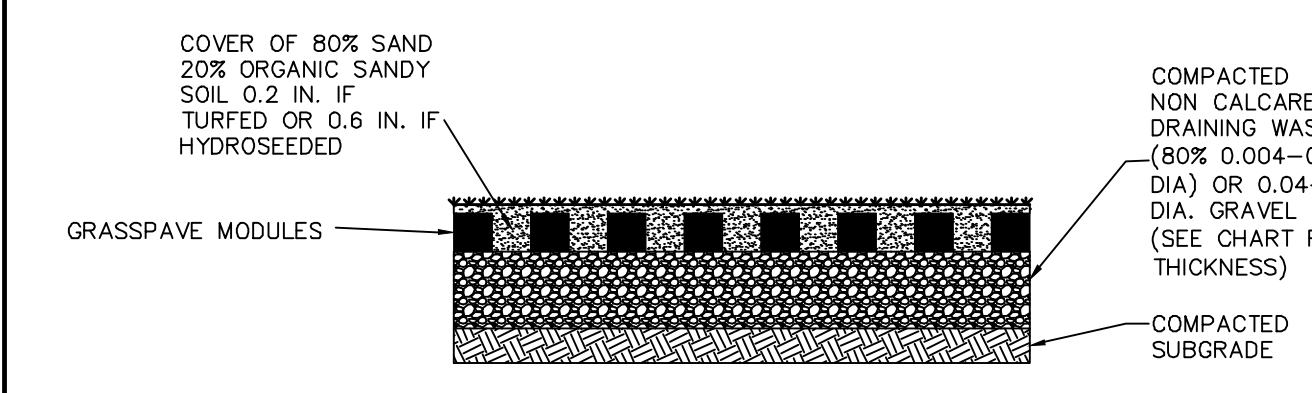


PROPOSED STORMWATER MANAGEMENT SYSTEM #1
 282 LF 36" FULLY PERFORATED CMP OR HDPE
 1.5' OF STONE ON EITHER SIDE OF SYSTEM
 6" OF STONE BENEATH SYSTEM
 N.T.S.



STORMWATER MANAGEMENT SYSTEM #1
 N.T.S.

- CONSTRUCTION SPECIFICATIONS STORMWATER DETENTION SYSTEMS**
- ALTER AND REFINE THE GRADES AS NECESSARY TO BRING SUBGRADE TO REQUIRED GRADES AND SECTIONS AS SHOWN IN THE DRAWINGS.
 - THE TYPE OF EQUIPMENT USED IN SUBGRADE PREPARATION CONSTRUCTION SHALL NOT CAUSE UNDESIRABLE COMPACTION. TRAFFIC OVER SUBGRADE SHALL BE KEPT AT A MINIMUM.
 - INSTALL POLYPROPYLENE GEOTEXTILE FABRIC (I.E. DUPONT TYPAR #3401, AMOCO PROPEX #4545, OR APPROVED EQUAL) ON BOTTOM OF BED AREAS AND TACK UP SIDES OF EXCAVATION. WHERE EDGES OF ROLLS OVERLAP, THEY SHALL DO SO BY AT LEAST TWO FEET. ADEQUATE FABRIC SHALL BE LEFT ON THE ROLLS (NOT CUT FROM SIDE INSTALLATION) TO FACILITATE OVERTOPPING THE STONE AT COMPLETION OF BED AREA.
 - ALL STONE USED SHALL BE CLEAN, WASHED, CRUSHED STONE AGGREGATE MEETING PENNDOT/AASHTO #3 SPECIFICATIONS.
 - STONE BASE COURSE SHALL BE LAID OVER A DRY SUBGRADE, TO A DEPTH SHOWN IN DRAWINGS. IN LIFTS TO LAY NATURALLY COMPACTED. DO NOT ROLL OR COMPACT THE STONE BASE COURSE. KEEP THE BASE COURSE CLEAN FROM DEBRIS, CLAY AND ERODING SOIL.
 - COVER STONE BED WITH REMAINING FABRIC.
 - STONE BED TO BE TOTALLY ENCLOSED IN THE GEOTEXTILE FABRIC.
 - ALL CMP TO BE ALUMINIZED STEEL PIPE.
 - STORMWATER RISER ACCESS LADDER WILL BE USED.



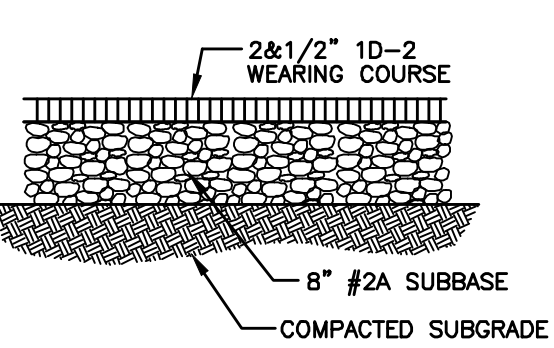
GRASSPAVE SECTION DETAIL

USE	THICKNESS
PEDESTRIAN	4 INCHES
PASSENGER VEHICLES	6 INCHES
COMMERCIAL VEHICLES	10 INCHES

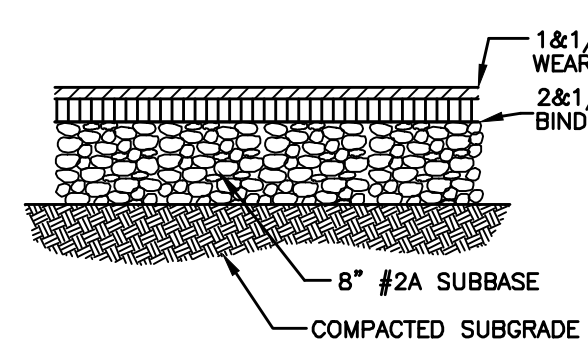
N.T.S. INSTALL

- NOTES:**
- ALL CMP TO BE ALUMINIZED STEEL.
 - ALL HDPE TO BE N12 AS MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS (ADS).
 - PERFORATIONS FOR 36" PIPE SHALL SATISFY AASHTO DESIGNATION M36/M36M-90 FOR CLASS 2 PERFORATIONS. THE PERFORATIONS SHALL BE CIRCULAR HOLES WITH NOMINAL DIAMETERS OF 5/16 TO 3/8 INCH. THE PERFORATIONS SHALL BE UNIFORMLY SPACED AROUND THE FULL PERIPHERY OF THE PIPE. THE PERFORATIONS SHALL PROVIDE AN OPENING AREA OF NOT LESS THAN 3.3 SQ. IN. PER SQ. FT. OF PIPE SURFACE BASED ON NOMINAL DIAMETER AND LENGTH OF PIPE. 30 PERFORATIONS, 3/8 INCH DIAMETER, PER SQUARE FOOT OR 565 PERFORATIONS PER LINEAR FOOT SATISFIES THIS REQUIREMENT.

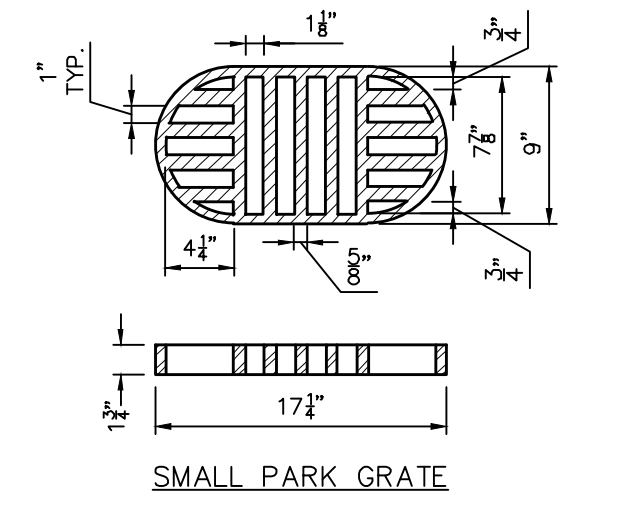
- INFILTRATION BMP NOTES:**
- INFILTRATION BMP FILTER FABRIC AND STONE SHOULD BE KEPT CLEAN OF SOIL/SEDIMENT DURING THE INSTALLATION PROCESS. IF INSPECTION INDICATES THAT SOIL SEDIMENT HAS ENTERED ANY OF THE INFILTRATION SEEPAGE BEDS, APPROPRIATE MEASURES (I.E. CLEANING THE SOIL/SEDIMENT FROM FABRIC, STONE, BED ETC. AND OR REPLACEMENT OF THE FABRIC AND STONE) SHOULD BE ADDRESSED.
 - ALL STONE FOR THE CONSTRUCTION OF THE INFILTRATION BMP SHOULD BE UNIFORMLY GRADED AND CLEAN WASHED AGGREGATE.
 - THE BOTTOM OF ALL INFILTRATION BMPs SHALL BE UNDISTURBED OR UNCOMPACTED SUBGRADE.
 - INFLOW AND OUTFLOW POINTS INTO THE INDIVIDUAL ON-LOT SYSTEMS SHOULD BE KEPT CLEAR OF LEAVES AND OTHER DEBRIS. ANY LEAVES AND DEBRIS WILL NEGATIVELY IMPACT THE PERFORMANCE OF THESE SYSTEMS. ALL DOWNSPOUTS AND OVERFLOW PIPES SHOULD BE KEPT IN GOOD WORKING ORDER.
 - ALL INFILTRATION BMPs SHALL BE LOCATED A MINIMUM OF 10' FROM A BASEMENT WALL.
 - AFTER THE INFILTRATION BED IS COMPLETELY INSTALLED, ALL HEAVY CONSTRUCTION EQUIPMENT SHALL BE RESTRICTED FROM THE INFILTRATION BEDS TO ELIMINATE IMPACTS WHICH MAY COMPROMISE IT. IN THE EVENT ANY IMPACTS COMPROMISE THE FUNCTIONALITY OF THE INFILTRATION BEDS, IT MUST BE IMMEDIATELY REPAIRED OR REPLACED TO DESIGN SPECIFICATIONS.



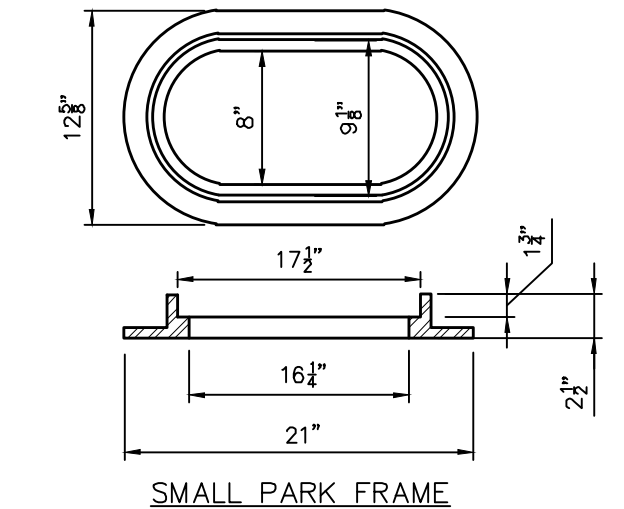
DRIVEWAY PAVING DETAIL
 N.T.S.



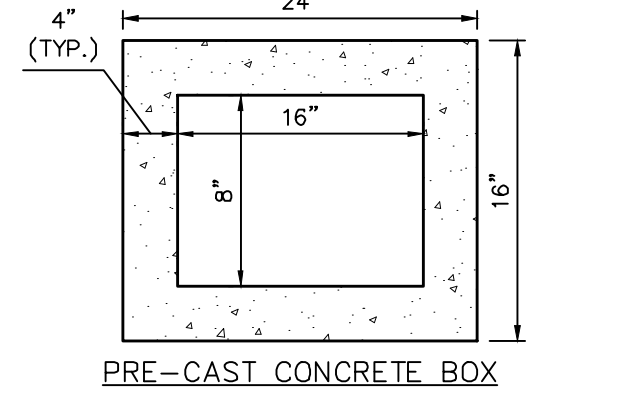
COMMON DRIVE PAVING DETAIL
 N.T.S.



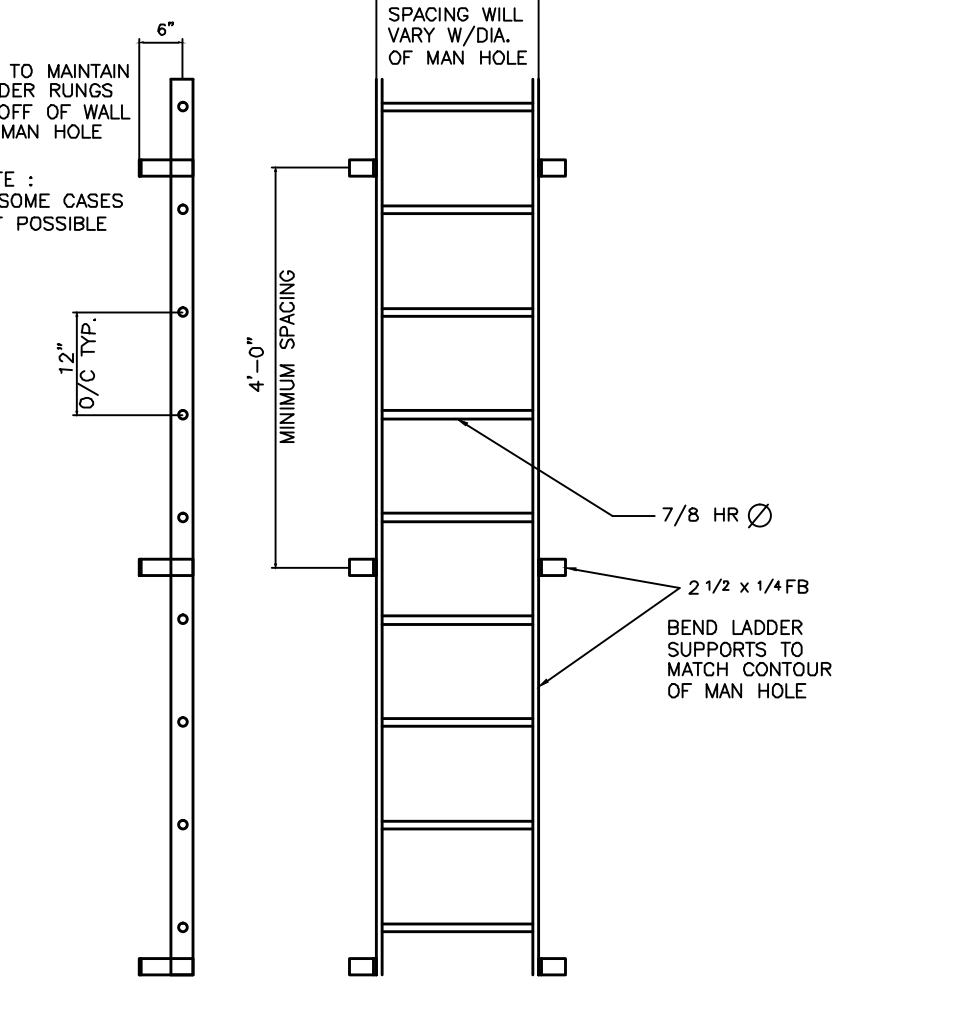
SMALL PARK GRATE
 N.T.S.



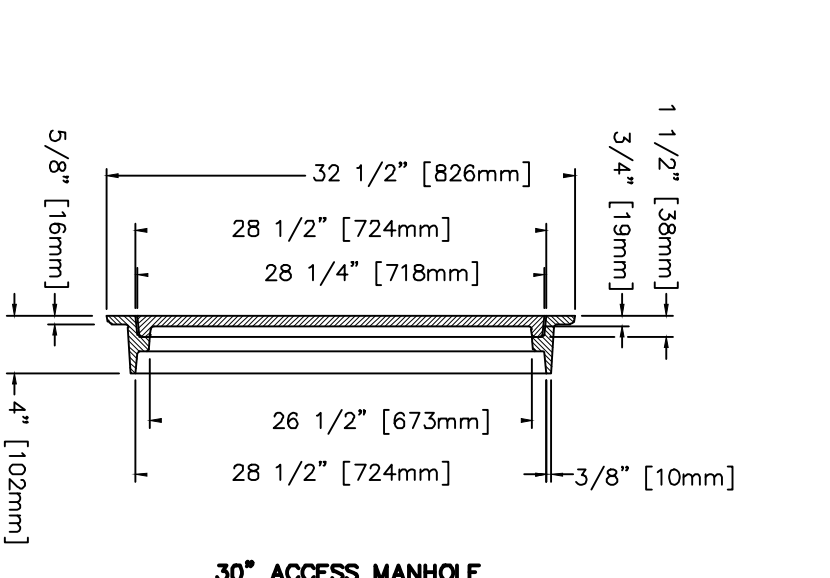
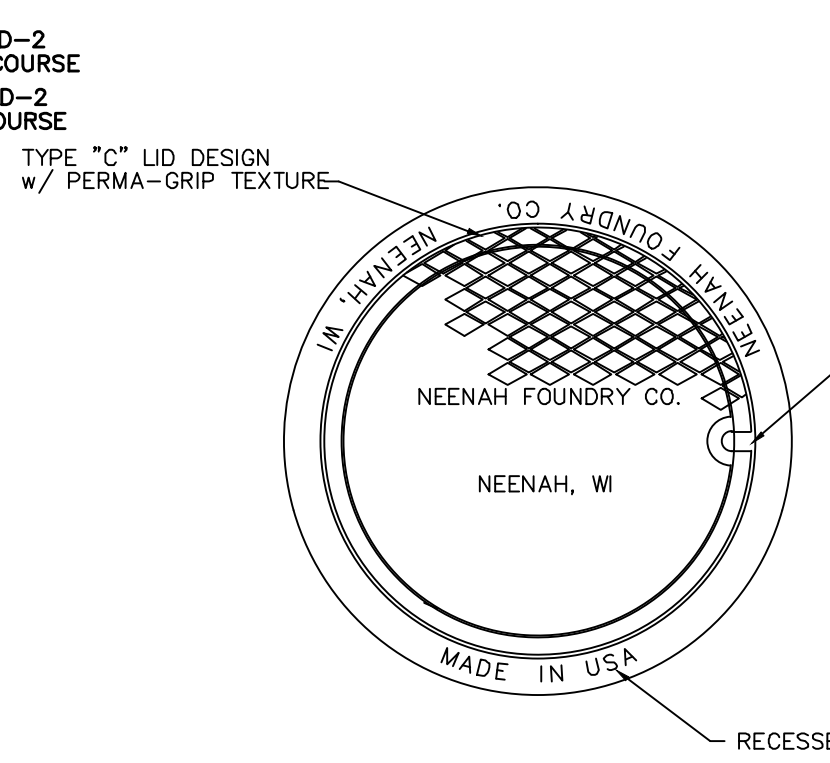
SMALL PARK FRAME
 N.T.S.



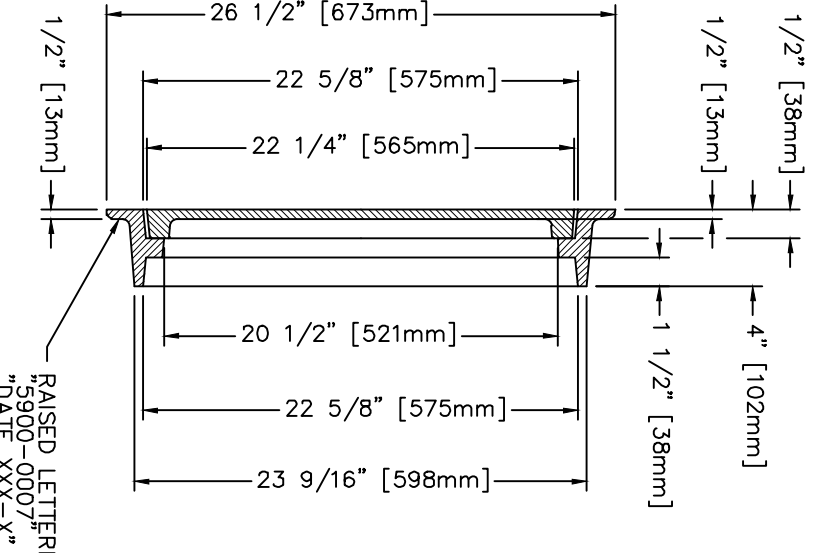
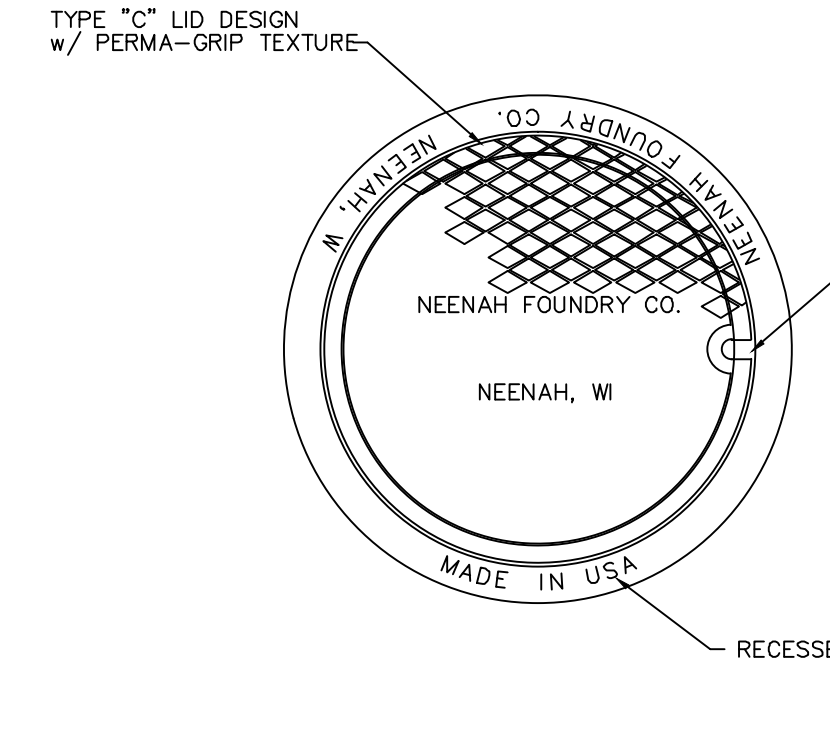
SMALL PARK GRATE DETAIL
 N.T.S.



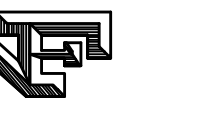
STORMWATER RISER ACCESS LADDER
 N.T.S.



30" ACCESS MANHOLE
 R-5900-G
 FRAME AND LID
 N.T.S.



24" MANHOLE OVER RISER
 R-5900-E
 FRAME AND LID
 N.T.S.

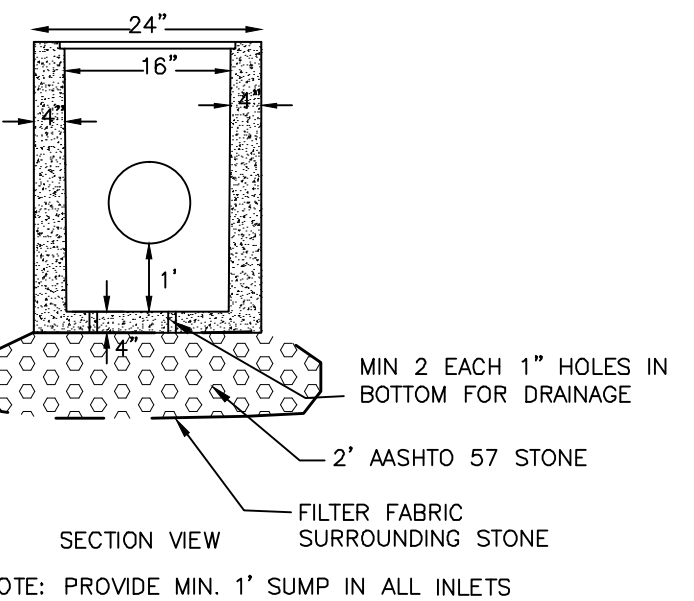


NEENAH
 FOUNDRY COMPANY
 NEENAH WISCONSIN 54956

MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B FOR CORRUGATED METAL PIPE SIZED TO FIT SNUGLY INTO OPENING OF CORRUGATED PIPE.

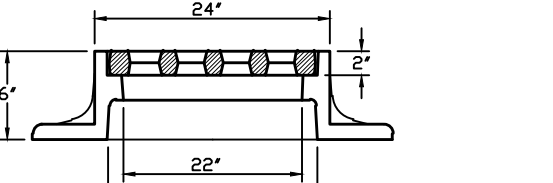
ADDITIONAL ANCHORAGE TO METAL PIPE MAY BE ACCOMPLISHED BY DRILLING HOLES IN THE SLEEVE OR BARREL PORTION OF THE FRAME AND BOLTING THE FRAME IN PLACE. FRAMES CAN BE FURNISHED DRILLED FOR THIS PURPOSE ON SPECIAL ORDER.

STORMWATER OBSERVATION MANHOLE DETAILS
 N.T.S.

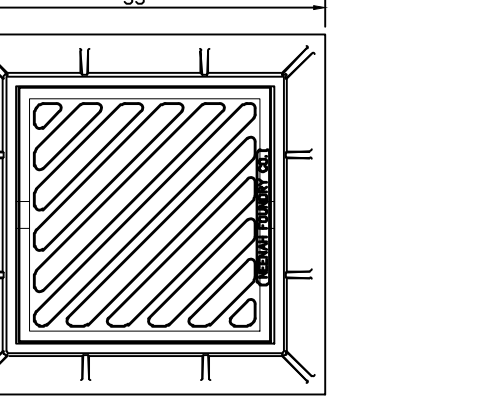


SMALL PARK GRATE BOX
 (NON-TRAFFIC BEARING)
 N.T.S.

Manufactured by
 MODERN CONCRETE SEPTIC TANK CO.
 or other NPCA certified plant



SQUARE GUTTER INLET
 (FRAME AND GRATE)
 N.T.S.

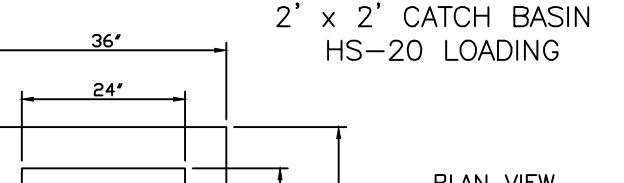


2' x 2' INLET
 (TRAFFIC BEARING)
 N.T.S.

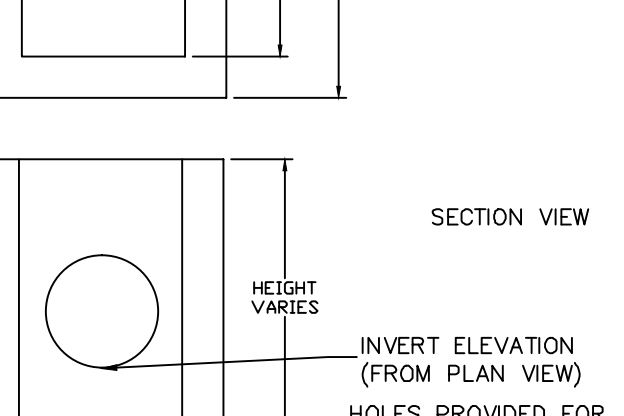
MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B
 FINISH: NOT PAINTED



R-3433
 NEENAH
 FOUNDRY COMPANY
 NEENAH WISCONSIN 54956
 N.T.S.

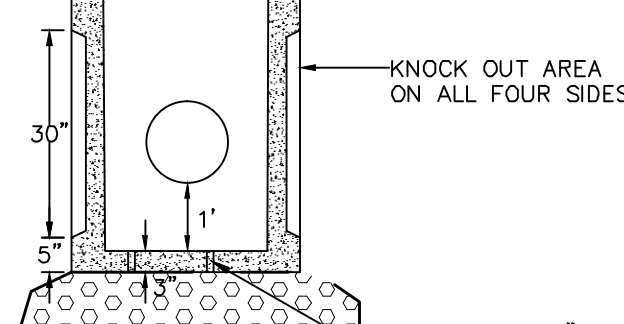
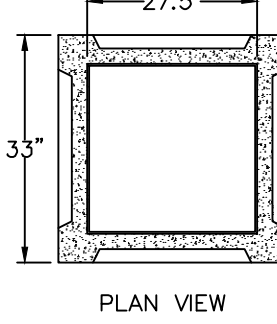


2' x 2' CATCH BASIN
 HS-20 LOADING
 N.T.S.



2' x 2' INLET
 (TRAFFIC BEARING)
 N.T.S.

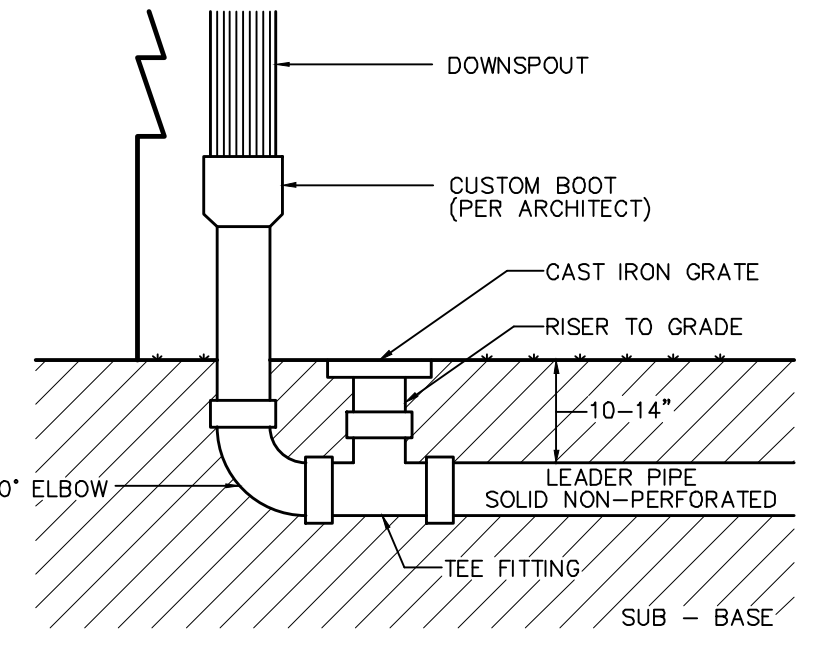
Manufactured by Modern Concrete Septic Tank Co. or other NPCA certified plant. Sump box to be provided with solid lid. SUMP BOX TO BE PROVIDED WITH SOLID LID.



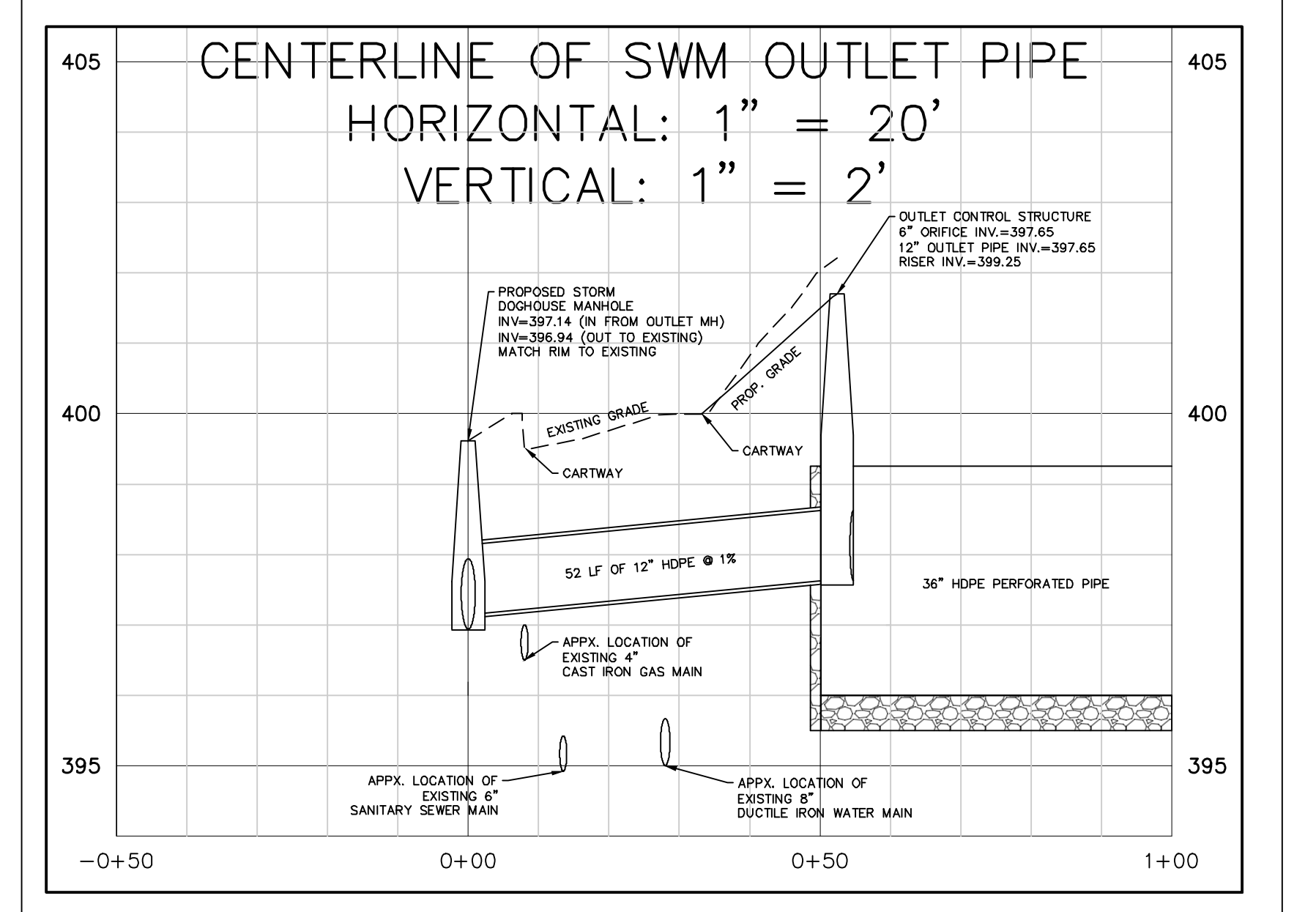
2' x 2' SUMP BOX
 (NON-TRAFFIC BEARING)
 N.T.S.

Manufactured by
 MODERN CONCRETE SEPTIC TANK CO.
 or other NPCA certified plant

2' x 2' SUMP BOX
 (NON-TRAFFIC BEARING)
 N.T.S.



DOWNSPOUT DETAIL
 N.T.S.



CENTERLINE OF SWM OUTLET PIPE
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'
 N.T.S.

Serial Number: 2015-005-2102

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL Pennsylvania One Call System, Inc. 1-800-242-1776

COMPONENTS: MOMENEE AND ASSOCIATES, INC. CONSULTING ENGINEERS, EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND ALL OTHER PROPRIETARY RIGHTS IN THESE PLANS. ALL DRAWINGS, SPECIFICATIONS AND NOTES HEREOF ARE AND SHALL REMAIN THE PROPERTY OF MOMENEE AND ASSOCIATES, INC. THIS PROJECT AND ARE NEITHER TO BE USED ON ANY OTHER PROJECT, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF MOMENEE AND ASSOCIATES, INC. ANY REUSE WITHOUT WRITTEN PERMISSION, VERIFICATION, CONSENT OR ADAPTATION BY MOMENEE AND ASSOCIATES, INC. FOR THE SPECIFIC PURPOSE INTENDED, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO MOMENEE AND ASSOCIATES, INC. THE THIRD PARTY SHALL FURTHER INDEMNIFY AND HOLD HARMLESS MOMENEE AND ASSOCIATES, INC. FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES RESULTING THEREFROM.

MOMENEE & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER
 KEVIN R. MOMENEE
 ENGINEER PE020326E

CONSTRUCTION DETAILS

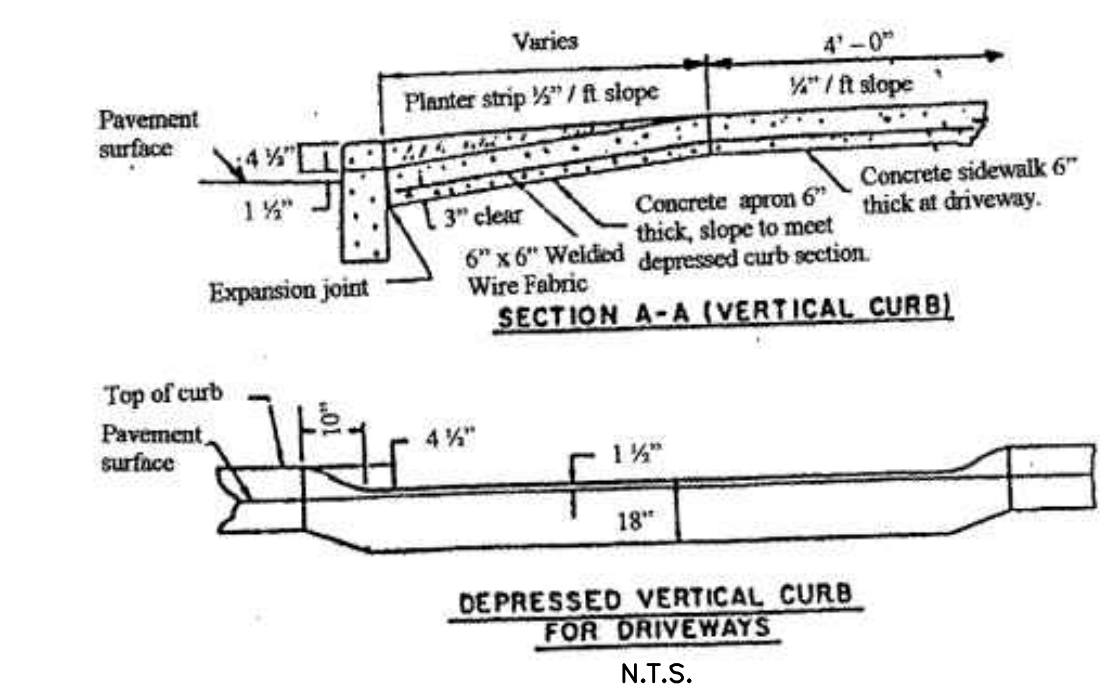
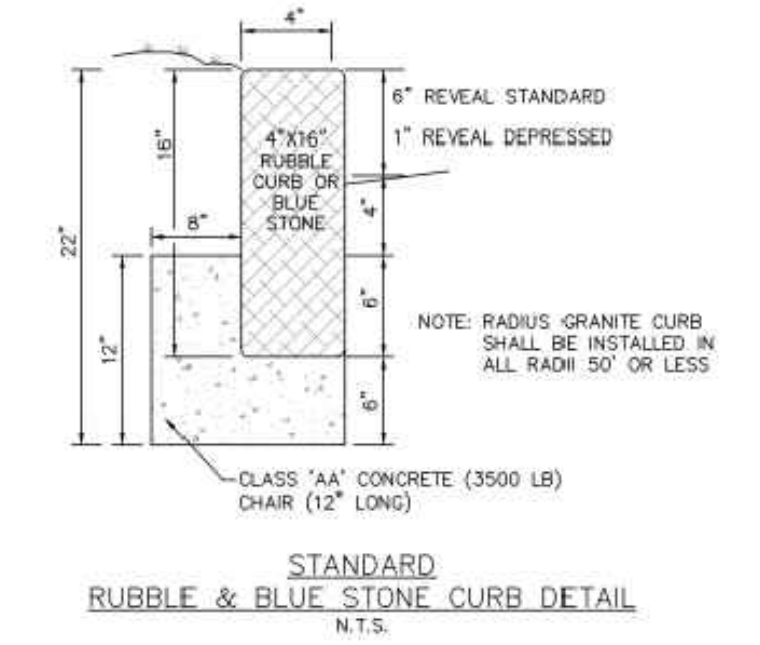
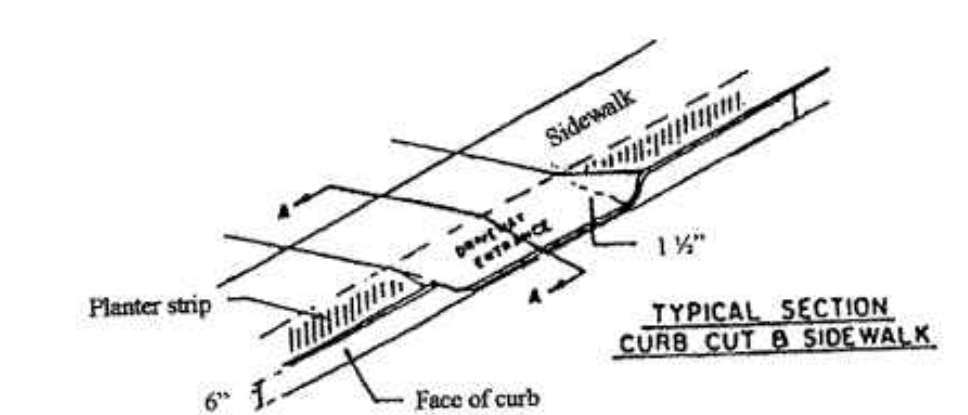
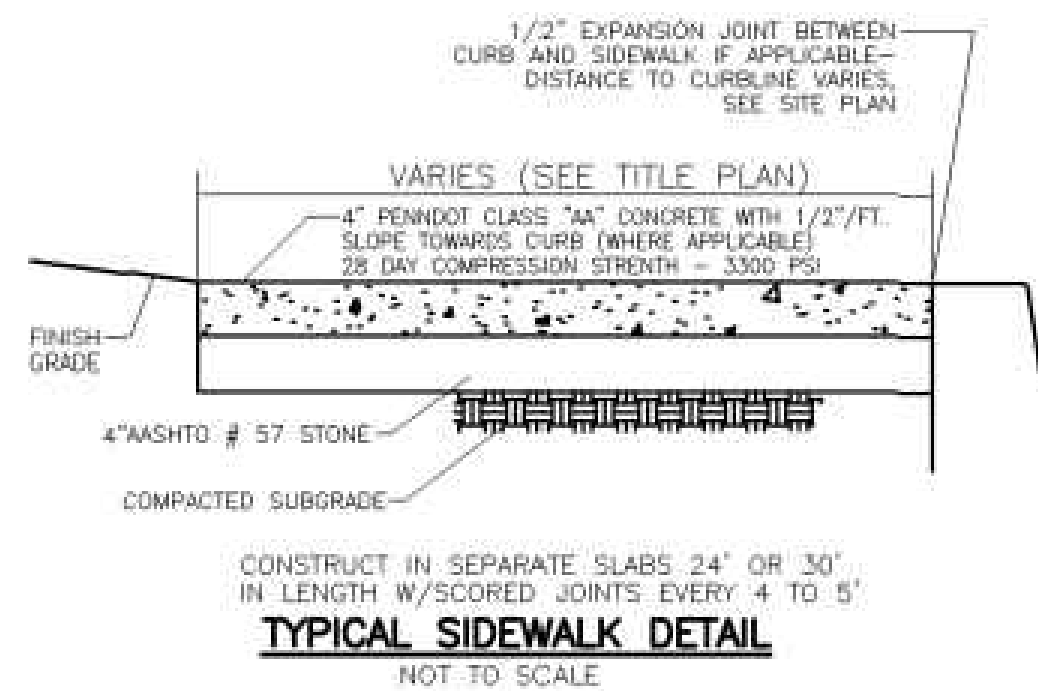
MOMENEE & ASSOCIATES, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008

FINAL PLAN OF SUBDIVISION
 212 & 216 BLOOMINGDALE AVENUE
 RADNOR TOWNSHIP • DELAWARE COUNTY • PENNSYLVANIA

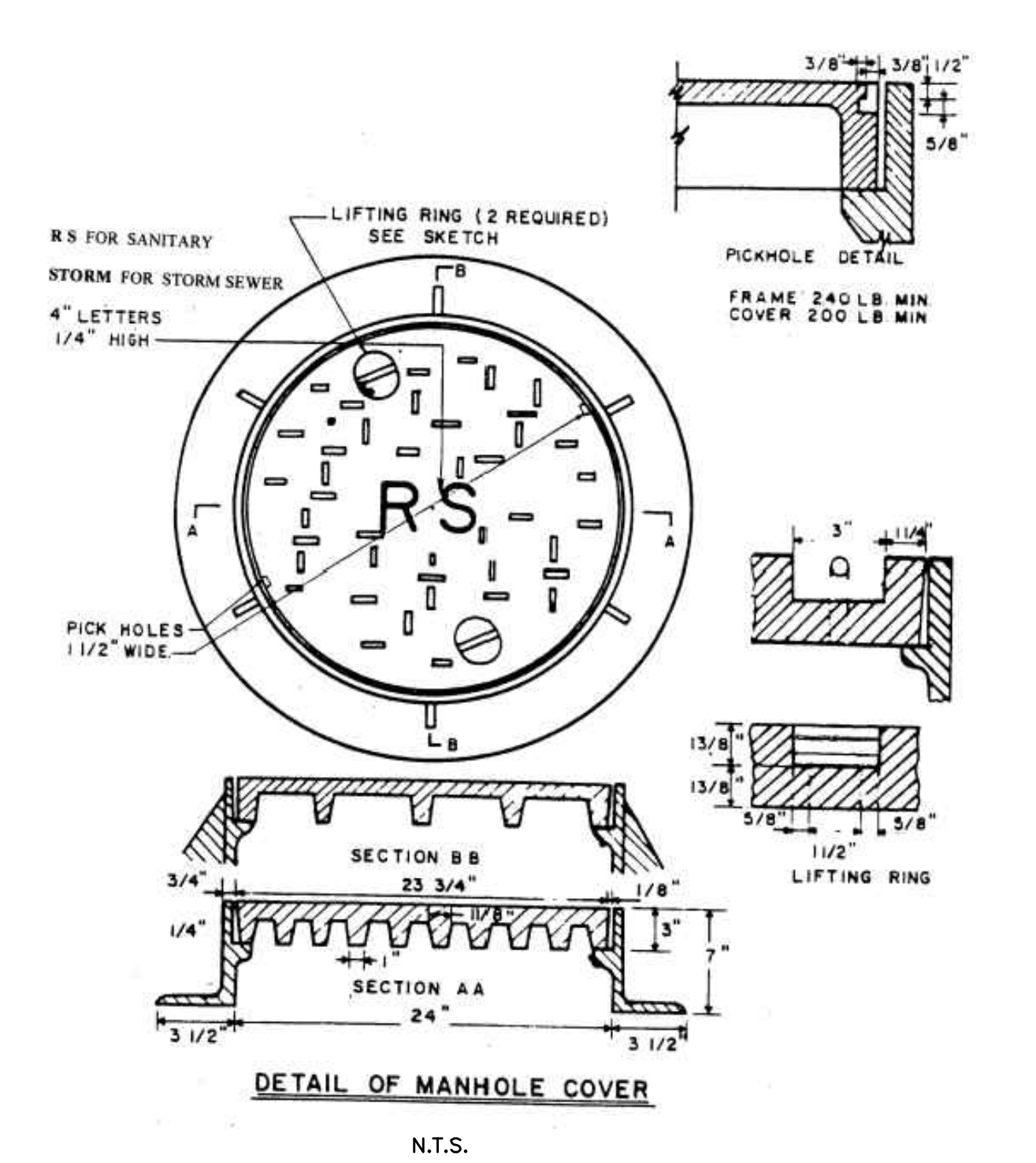
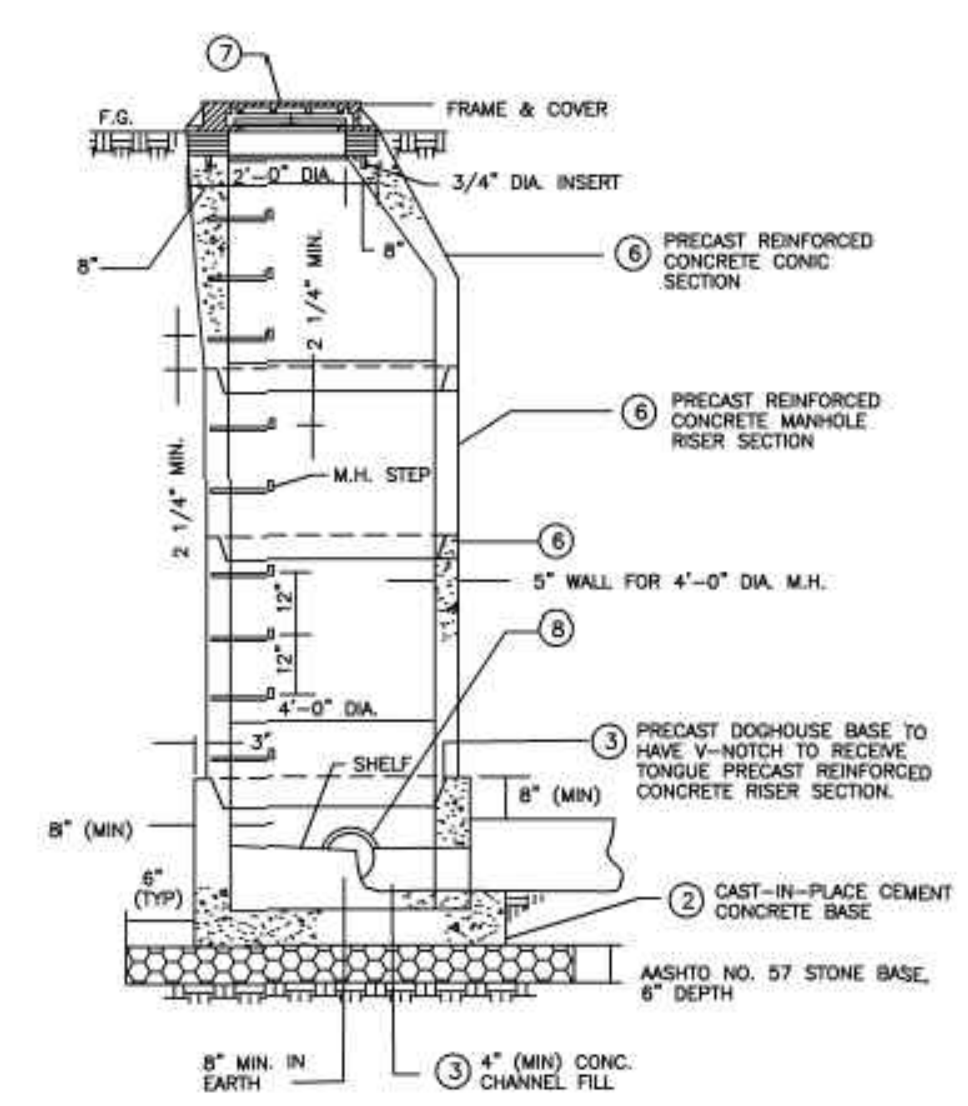
DATE: JANUARY 08, 2015
 SHEET NO. 6
 OF 7
 SCALE: AS NOTED
 FILE NO.: 13-060

ONE-CALL: 20150052102
 DRAWN BY: S.M.B.
 CHECKED BY: J.C.M.

OWNER/APPLICANT
 GL1 INVESTMENTS, LP
 200 LANSDOWNE AVENUE
 WAYNE, PA 19087



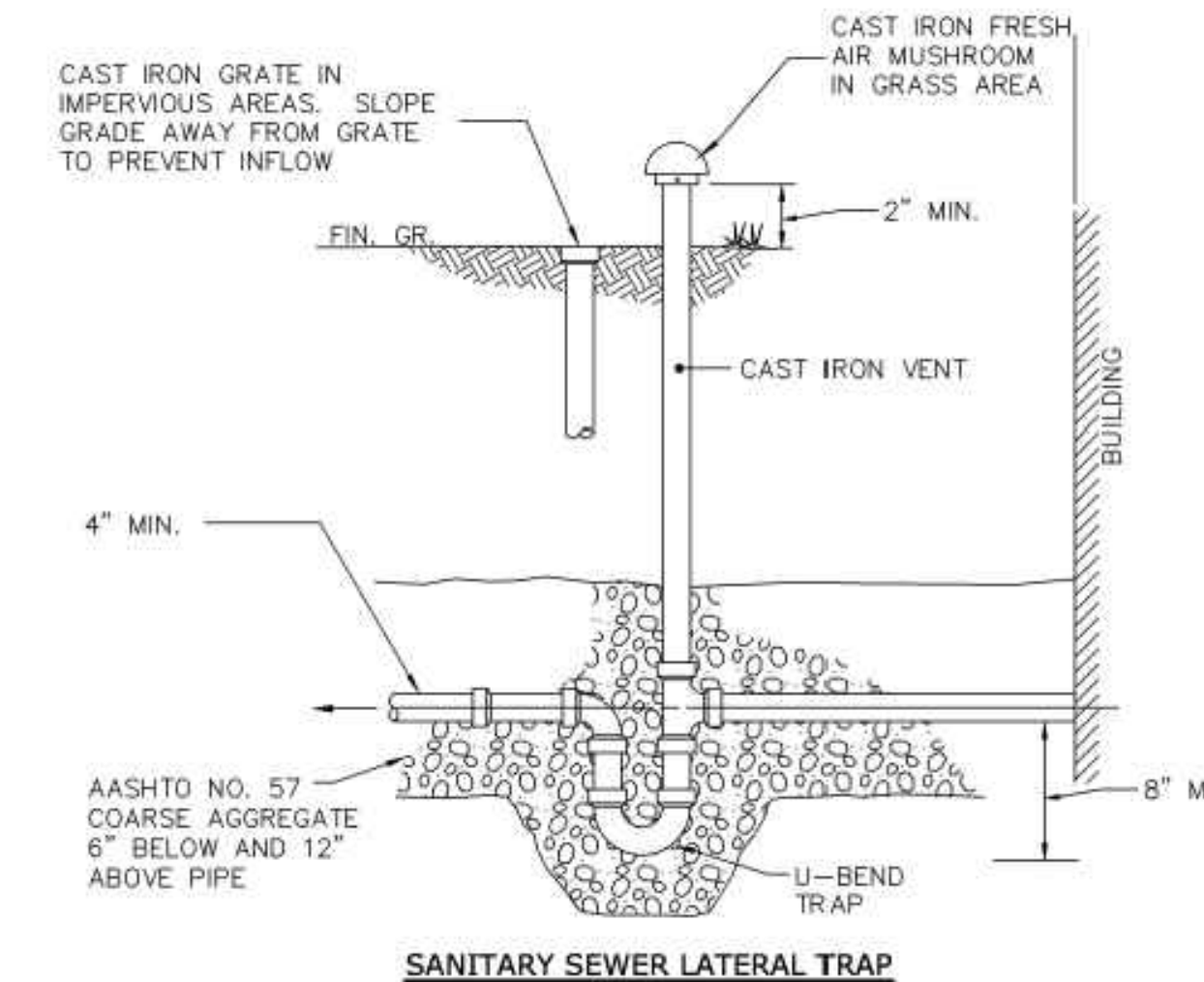
- SANITARY SEWER DOGHOUSE MANHOLE CONSTRUCTION SPECIFICATIONS**
- EXCAVATE AROUND EXISTING STORM SEWER MANHOLE AND MAIN. REMOVE EXISTING STORM MANHOLE.
 - CAST-IN-PLACE CEMENT CONCRETE BASE BENEATH EXISTING STORM SEWER AT LOCATION SHOWN.
 - INSTALL PRECAST DOGHOUSE RISER SECTION ON NEWLY CAST BASE.
 - INSTALL BASIN OUTLET PIPE INTO THE PRECAST OPENING IN THE MANHOLE WALL. GROUT INSIDE AND OUTSIDE OF MANHOLE WALL AT PIPE INTERFACE WITH NON-SHRINK GROUT TO PROVIDE A WATERTIGHT SEAL.
 - GROUT MANHOLE CHANNEL AROUND THE EXISTING STORM SEWER WITH CLASS 'A' CEMENT CONCRETE.
 - INSTALL REMAINING RISER SECTION(S) AND CONICAL TOP SECTION.
 - INSTALL CAST IRON FRAME AND COVER.
 - COMPLETELY REMOVE EXISTING SEWER PIPE TO THE LIMIT OF THE INSIDE WALL OF THE MANHOLE. GROUT INSIDE AND OUTSIDE OF MANHOLE WALL AT PIPE INTERFACE WITH NON-SHRINK GROUT TO PROVIDE A WATERTIGHT SEAL.



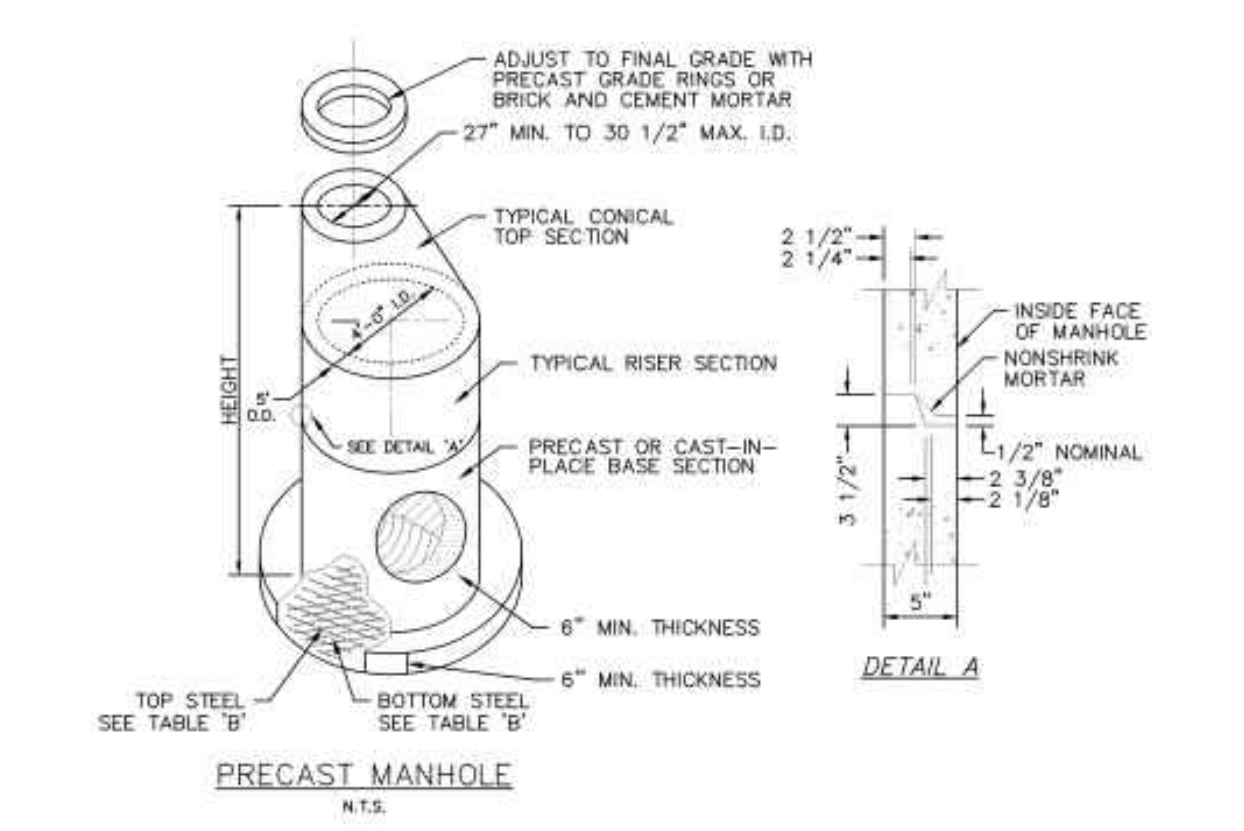
SANITARY SEWER DOGHOUSE MANHOLE DETAIL
NOT TO SCALE

DETAIL OF MANHOLE COVER
N.T.S.

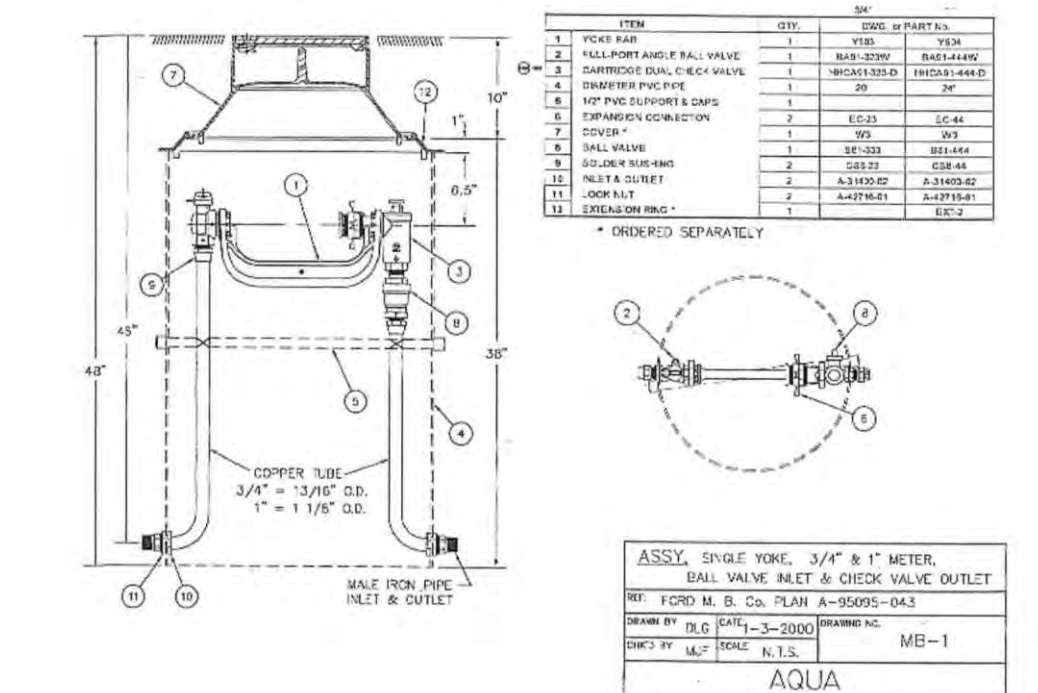
- NOTES:**
- TRAP AND RISER MUST BE CAST IRON
 - NO REDUCTION IN SIZE FROM HOUSE TO SEWER MAIN
 - NO STORM SEWER OR SURFACE WATER OF ANY KIND MAY ENTER THE SANITARY SYSTEM.
 - CONCRETE ENCASUREMENT MAY BE REQUIRED AT THE DISCRETION OF THE TOWNSHIP ENGINEER.



SANITARY SEWER LATERAL TRAP
N.T.S.



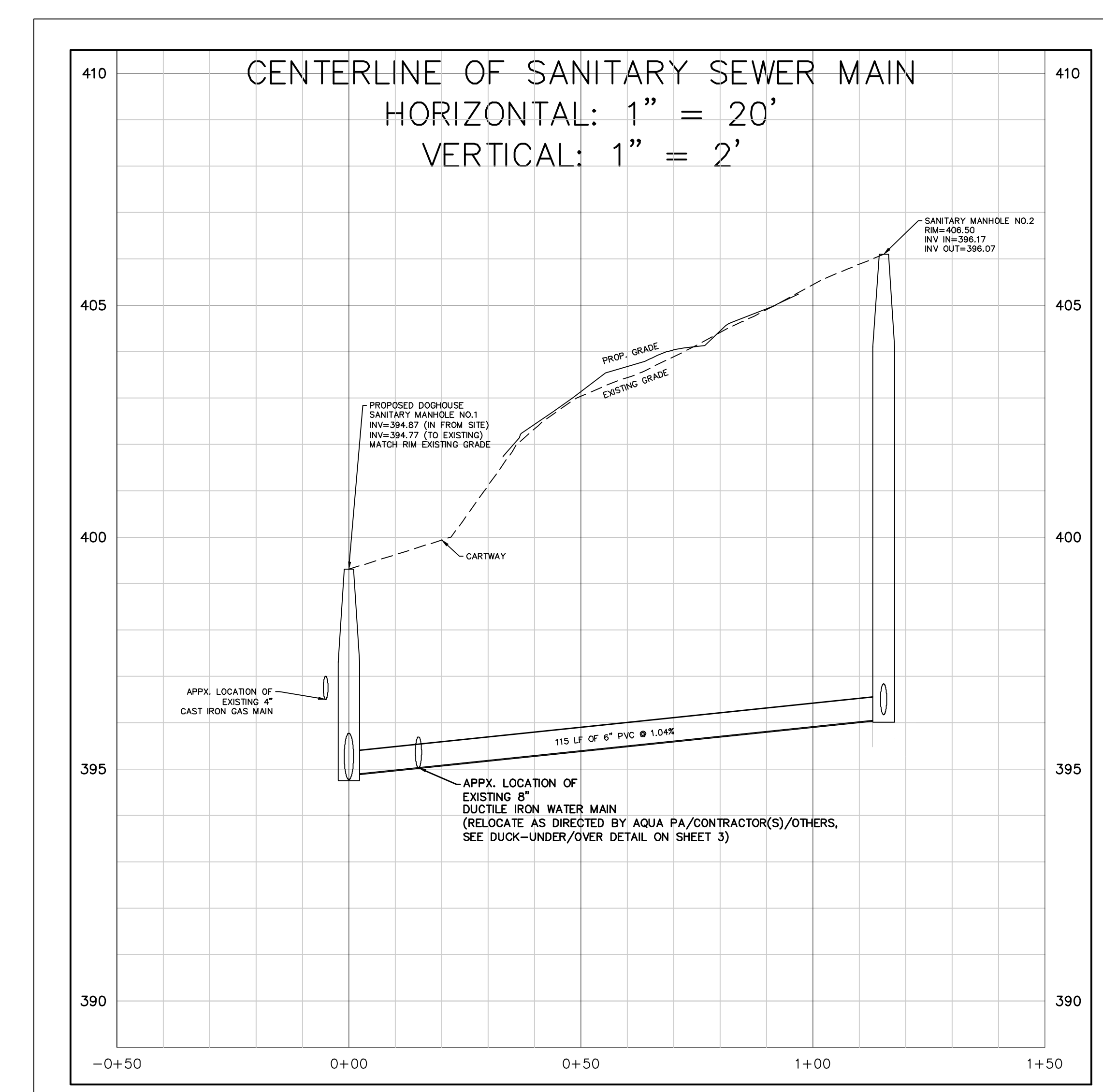
- NOTES**
- Precast manholes meeting the requirements of publication 408 specifications, section 605.2(C), may be substituted for Type 'A' and 'B' manholes.
 - Provide manhole steps meeting the requirements of publication 408 specifications, section 605.2(C). Alternate configurations and dimensions, as approved by the engineer, may be used.



- NOTES:**
- L.D. = NORMAL INSIDE DIAMETER OF PIPE
 - O.D. = OUTSIDE DIAMETER OF PIPE BARREL OR SHELL
 - H.D. = HUB DIAMETER, OUTSIDE DIAMETER OF PIPE AT BELL OR BAND
 - H = HEIGHT OF FILL OVER TOP OF PIPE
 - W = TRENCH WIDTH AS FOLLOWS: 2.0 FT. + H.D. FOR PIPES OR PIPE ARCHES 48\"/>
 - 2.5 FT. + H.D. FOR PIPES OR PIPE ARCHES GREATER THAN 48\"/>

- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OF THIS OPENING FOR A PERIOD OF ONE YEAR FOLLOWING APPROVAL OF THE STREET REPAIR BY THE TOWNSHIP ENGINEER.
- THE TOWNSHIP MUST BE NOTIFIED 24 HOURS PRIOR TO ANY STREET REPAIR.
- PIPE SHALL BE CENTERED IN TRENCH.

TRENCH RESTORATION AND BACKFILL FOR PAVED AREAS
NOT TO SCALE



CENTERLINE OF SANITARY SEWER MAIN
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 2'

Serial Number: 2015-005-2102

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL Pennsylvania One Call System, Inc. 1-800-242-1776

COMPONENT: MOMENEE AND ASSOCIATES, INC. CONSULTING ENGINEERS, EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND ALL OTHER PROPRIETARY RIGHTS IN THESE PLANS. ALL DRAWINGS, SPECIFICATIONS AND NOTES THEREOF ARE AND SHALL REMAIN THE PROPERTY OF MOMENEE AND ASSOCIATES, INC. THEY ARE TO BE USED ONLY WITH RESPECT TO THIS PROJECT AND ARE NEITHER TO BE USED ON ANY OTHER PROJECT, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF MOMENEE AND ASSOCIATES, INC. ANY REUSE WITHOUT WRITTEN PERMISSION, VERIFICATION, CONSENT OR ADAPTATION BY MOMENEE AND ASSOCIATES, INC. FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT THE THIRD PARTY'S SOLE RISK AND WITHOUT LIABILITY OF LEGAL EXPOSURE TO MOMENEE AND ASSOCIATES, INC. THE THIRD PARTY SHALL FURTHER INDEMNIFY AND HOLD HARMLESS MOMENEE AND ASSOCIATES, INC. FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING THEREOF, THEREBY WAIVING ANY RESULTING THEREFROM.

	CONSTRUCTION DETAILS	
	MOMENEE & ASSOCIATES, INC. CIVIL ENGINEERS AND LAND SURVEYORS 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010 PHONE: (610) 527-3030 FAX: (610) 527-9008	
	FINAL PLAN OF SUBDIVISION 212 & 216 BLOOMINGDALE AVENUE RADNOR TOWNSHIP • DELAWARE COUNTY • PENNSYLVANIA	
DATE: JANUARY 08, 2015 SHEET NO. 7 OF 7 SCALE: AS NOTED FILE NO.: 13-060	ONE-CALL: 20150052102 DRAWN BY: S.M.B. CHECKED BY: J.C.M.	OWNER/APPLICANT GL1 INVESTMENTS, LP 200 LANSLOWNE AVENUE WAYNE, PA 19087

RESOLUTION NO. 2015-88

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE PRESIDENT OF THE
RADNOR TOWNSHIP BOARD OF COMMISSIONERS TO DECLARE
A STATE OF LOCAL EMERGENCY WITHIN RADNOR TOWNSHIP**

WHEREAS, on or about September 24-27, 2015 a National Special Security Event (NSSE) will be impacting the Philadelphia metropolitan area including significant portions of Radnor Township, Delaware County with the potential to cause damage to the health, safety and welfare of Radnor residents and destruction of property within Radnor Township; and

WHEREAS, the NSSE presents a situation which is anticipated to progress beyond the capability of regular municipal personnel and resources to maintain order and control within the Township; and

WHEREAS, emergency management measures are required to prescribe a course of conduct in order to centralize control of activities having to do with the imminent emergency and to minimize the impact on the health, safety and welfare of Radnor Township residents.

NOW, THEREFORE, the Radnor Township Board of Commissioners, through the President of the Radnor Township Board of Commissioner, does hereby declare a state of imminent emergency for the time period of September 24-27, 2015 pursuant to the provisions of Section 7501 of the Pennsylvania Emergency Management Services Code, 35 PA., C.S.A., Section 7101 et seq. It is hereby further directed that the Radnor Township Emergency Management Coordinator implement and carry out such emergency operations necessary to protect the health, safety and resources of Radnor Township, and to take such other emergency response actions deemed necessary to address the presence of the imminent emergency.

SO RESOLVED this ____ day of _____, A.D., 2015.

RADNOR TOWNSHIP

By: _____
Name:
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

Discussion of Installation
of Cell Towers on Public
Property
(By Commissioner Request)



Pittsburgh Office:
 610 Smithfield Street 412-456-2001
 Suite 300 FAX: 412-456-2019
 Pittsburgh, PA 15222 www.flaherty-ohara.com

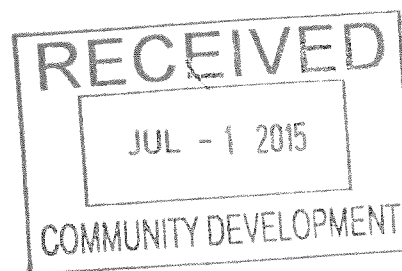
Robert J. O'Hara, III, Esquire
 Direct Dial: 412-456-2005
 E-mail Address: rj@flaherty-ohara.com

Toll Free: 1-866-4BEVLAW
 File No. 27033.013

June 30, 2015

Via Federal Express

Kevin Kochanski
 Director of Community Development
 Radnor Township
 301 Iven Avenue
 Wayne, PA 19087



Re: Request for a Hearing on the Inter-municipal Transfer of a Liquor License into Radnor Township, Delaware County, Pennsylvania

Dear Mr. Kochanski:

I represent and am writing on behalf of Giant Food Stores, LLC ("Giant") to request a resolution from Radnor Township approving the inter-municipal transfer of a Pennsylvania "E" or "eating place" liquor license from outside the municipality into Radnor Township. Giant will be operating a restaurant inside its grocery store at 550 East Lancaster Avenue, Wayne, PA in Radnor Township in which it intends to sell beer, referred to in the Liquor Code as malt and/or brewed beverages. Giant plans to sell beer from the restaurant for consumption on premises in the restaurant and "to go."

In order to sell beer in its restaurant in Radnor Township in accordance with its business plan, Giant must secure an eating place liquor license. No Radnor Township eating place liquor license is available for purchase. As a result, Giant has entered into an agreement to purchase a liquor license currently located outside of Radnor Township and plans to move the license into Radnor Township, with the approval of the township, and subsequently the Pennsylvania Liquor Control Board ("PLCB"), pursuant to the intermunicipal transfer provisions of the Liquor Code (47 P.S. 461). The license under agreement is currently located in Upper Darby Township, Delaware County (liquor license no. E-4912).

Giant hereby formally requests that, pursuant to 47 P.S. 461, Radnor Township issue a resolution approving the transfer by Giant of an eating place liquor license from outside the municipality to within the municipality.

{F1265858.1}

June 30, 2015

Page 2

Pursuant to 47 P.S. 461, Radnor Township must hold a hearing for the purpose of allowing the residents of the municipality to voice their opinions on the proposed intermunicipal transfer by Giant. The municipality, under 47 P.S. 461, must, after a hearing, approve or deny the requested transfer, by way of a resolution or ordinance, within 45 days of this request.

To date, the PLCB has approved liquor licenses at thirteen (13) Giant locations. Twelve of the locations are currently selling beer both for consumption on premises in the restaurant and "to go."

For your convenience and reference, I have enclosed a form resolution which numerous other municipalities have used in responding to requests for intermunicipal transfers. The Pennsylvania Liquor Control Board requires that a resolution approving an inter-municipal transfer must include the following: (1) the name of the applicant (here, Giant Food Stores, LLC); (2) the address to which the license is being transferred (here, 550 East Lancaster Avenue, Wayne, PA 19087); (3) the liquor license number (here, E-4912); (4) a statement that a public hearing was held on the requested resolution; (5) a statement that proper notice of the hearing was published and (6) the name of the current licensee and address (here, Denny's, Inc., 5321 Baltimore Pike, Clifton Heights, PA 19018).

Enclosed are the municipal application and a check, in the amount of \$1,500.00, made payable to Radnor Township.

Effective July 1, 2006, the Liquor Code (47 P.S. Section 102) was amended to require that notice of the public hearing must be published once each week for two successive weeks in a newspaper of general circulation in the municipality. Further, such notices must state the time and place of the hearing and the matter to be considered at the hearing. Amended Section 102 also provides that the first publication shall not be more than 30 days before the date of the hearing and the second publication shall not be less than seven (7) days before the date of the hearing.

At the time of the hearing, we will present complete information on the operations of Giant's proposed restaurant and answer any questions that you, the board of supervisors, solicitor or residents might have. Initially, by way of background, I am providing the following information. Giant has over 180 grocery stores and restaurants in Pennsylvania and neighboring states. Giant's restaurant in Radnor Township will be a family-friendly restaurant which will have a separate entrance, but also have interior

June 30, 2015

Page 3

connections or openings to the grocery store. The restaurant will be located in a distinct, tastefully decorated and well accommodated area removed from the grocery store. Giant's restaurant will sell only beer and other malt and brewed beverages and offer meals for consumption on and off the premises.

Radnor Township Giant restaurant will have a seating capacity of approximately 32. A restaurant within Giant will offer another dining alternative in Radnor Township, regardless of whether patrons will also be shopping at Giant's store. Giant is very sensitive to its role in the communities it serves and is very involved in those communities. A Giant store and restaurant typically employs 150-200 full and part-time people and generates significant tax revenues for the local economy. Radnor Township's approval of an inter-municipal transfer of a restaurant liquor license for Giant's restaurant will permit the operation of a restaurant in Radnor Township that will be a positive attribute to the township.

Please call me or my paralegal Diane DeNardo as soon as possible when a hearing date is scheduled in order that I can be sure my client and I are available to attend.

Best regards,



ROBERT J. O'HARA, III

RJO:hlp

Enclosure: Draft Municipal Resolution
Municipal Application
Check made payable to Radnor Township

cc: John MacDonald, Giant Food Stores, LLC (*via e-mail*)

Applicants seeking to file an application for the intermunicipal transfer of a liquor license pursuant to this article shall be required to pay the required fee as set forth in Chapter 162, Fees, of the Township Code, and file 10 copies of the following information with the Township Secretary:

\$1,500.00

- A. Name, home address, and home phone number of applicant.
- B. Name and home address of any other individuals who have, or propose to have, a financial interest or ownership in the business.
- C. Name and address of any other liquor license in which the applicant, or any other individual identified in Subsection B, has an interest or ownership.
- D. Business name, address, and phone number where the license will be located within the Township.
- E. Owner of the property where the license is to be located.
- F. Nature of the business and type of license to be transferred.
- G. Copy of the completed application required by the Pennsylvania Liquor Control Board, including the applicant's criminal history and any liquor code violations.
- H. Plot plan drawn to scale illustrating:
 - (1) Width, depth and lot area of the property.
 - (2) Zoning classification of all property within a five-hundred-foot radius of the property, including a description of the land use of each district.
 - (3) Location and use of all buildings and structures on the property.
 - (4) Number and location of off-street parking spaces, including means of ingress and egress.
- I. Name and address of existing liquor licenses within 200 feet.
- J. Location of any church, hospital, school, charitable institution, if known, or public playground within 300 feet.
- K. Business plan to include the following information:
 - (1) Hours and days of operation.
 - (2) Interior floor plan, including total seating capacity and location of kitchens and restrooms.
 - (3) Type of entertainment, if proposed.
 - (4) Number of employees, including number on the maximum shift of employment.
 - (5) Type of menu, including price range.
 - (6) Method of refuse disposal.

§ 109-9. Receipt of application.

Upon receipt of the required information and required fee, the Board will fix a date, time, and location for a public hearing to consider the application. The Township will provide notice of the hearing as follows:

- A. By giving public notice as defined in § 280-4B of the Township Code.
- B. By mailing a notice thereof to the applicant, Township Manager and Township Commissioner

Radnor Township, Delaware County
Chapter 109 Alcoholic Beverages
§109-8 Applications

A. Applicant:

Giant Food Stores, LLC
1149 Harrisburg Pike
Carlisle, PA 17013

c/o
Robert J. O'Hara, III, Esq.
Flaherty & O'Hara, PC
610 Smithfield St., Suite 300
Pittsburgh, PA 15222
(412) 456-2129
rj@flaherty-ohara.com

B. The parent/owner of Giant Food Stores, LLC is AHOLD USA, Inc.

AHOLD USA, Inc.
1149 Harrisburg Pike
Carlisle, PA 17013
(717) 249-4000

C. See attached rider.

D. Giant Food Stores, LLC
T/A Giant St David
550 E. Lancaster Ave., Wayne, PA 19087

E. KMO-361 Realty Associates
Janoff & Olshan, Inc.
c/o Mall Properties
550 New Albany Rd. East, Ste. 310
New Albany, OH 43054

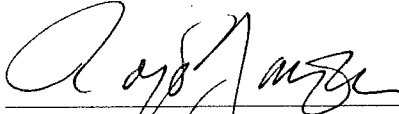
F. A PLCB "E" or eating place liquor license, PLCB E-4912, will be used at a remodeled restaurant ("Beer Garden") located inside of the existing grocery store. Please see enclosed letter for details.

G. See attached PLCB applications.
PLCB liquor code violations: In 2012, the PLCB issued a warning on an expired license violation for Giant Food Stores, LLC's Indiana location (R-18139). A fine was paid. Giant corporate procedures were instituted at that time to address the administrative oversight of the filing of all liquor license renewals.

- H. See attached plot plan.
- I. There are no existing PLCB liquor licenses within 200 feet of the proposed licensed premises.
- J. There are no churches, hospitals, schools, charitable institutions or public playgrounds within 300 feet of the proposed licensed premises.
- K. Complete details of the business operation will be provided by an attorney from Flaherty & O'Hara, PC and a representative from Giant Foods Stores, LLC at the public hearing.
1. Hours and days of operation: Monday – Sunday.
 2. See attached floor plans.
 3. N/A
 4. The grocery store has approximately 150 full and part-time employees. The proposed licensed premises will have 12-15 employees with one full-time manager.
 5. The proposed licensed menu will include hot and cold entrees, salads, sushi, sandwiches, soups, pizza, and hot and cold beverages.
 6. Casella Disposal Company.

Date:

6/30/2015


Robert J. O'Hara, III, Esq.
Attorney for Applicant

Giant Food Stores, LLC

PLCB Liquor Licenses

All licensed restaurants/"Beer Gardens" are located within a Giant grocery store.

R-14496
Bartonsville
Hamilton Twp., Monroe County

R18139
Indiana
White Twp., Indiana County

R-18567
State College
Ferguson Twp., Centre County

R-16185
Gettysburg
Straban Twp., Adams County

R-17128
York
Springettsbury Twp., York County

E-1080
West Chester
Thornburg Twp., Chester County

R-17224
Harrisburg
Susquehanna Twp., Dauphin County

R-2524
Havertown
Haverford Twp., Delaware County

R-18594
Flourtown
Springfield Twp., Montgomery County

R-19438
North Wales
Montgomery Twp., Montgomery

R-21047

Lewisburg

East Buffalo Twp., Union County – The liquor license is in safekeeping with the PLCB pending completion of construction of the licensed premises. The restaurant will be opening in August, 2015.

E-1014

Enola

Hampden Twp., Cumberland County

R-19793

Exton

West Whiteland Twp., Chester County

**APPLICATION FOR TRANSFER
OF
LICENSE AND PERMIT**

(SEE INSTRUCTIONS ON REVERSE)

I hereby agree to the transfer of my license and permits, if any, to the applicant named in Block 6 and to the premises shown in Block 8 and 9. I guarantee to make no other attempt to transfer said license and permits until this application has been definitely acted upon.

INFORMATION AS TO PRESENT LICENSEE AND ADDRESS OF LICENSED PREMISES

1. NAME OF LICENSEE DENNY'S, INC.	LID 05813	LICENSE NO. E-4912	AMUSEMENT PERMIT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. TRADE NAME (IF ANY) T/A DENNY'S			
3. ADDRESS OF PREMISES (STREET, RURAL ROUTE, P.O. BOX NO.) 5321 BALTIMORE PIKE		(POST OFFICE) CLIFTON HEIGHTS	(STATE) (ZIP) PA 19018-1812
4. NAME OF MUNICIPALITY UPPER DARBY	TYPE OF MUNICIPALITY <input type="checkbox"/> CITY <input type="checkbox"/> BORO <input checked="" type="checkbox"/> TWP. <input type="checkbox"/> INC. TOWN		COUNTY DELAWARE

RESOLUTION

At a regular or special meeting held on **APRIL 9**, 20 **08** by the licensed corporation, it was resolved that said application be filed with the Pennsylvania Liquor Control Board, and that **TIMOTHY E. FLEMMING, SR. Y.P. & GEN. COUNSEL** and/or **N/A** is/are hereby authorized to execute said application, and any other papers required by the Board.

INFORMATION FOR APPLICANT AND ADDRESS OF PREMISES TO BE LICENSED

6. NAME OF APPLICANT Giant Food Stores, LLC	IS AMUSEMENT PERMIT TO BE TRANSFERRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
7. TRADE NAME (IF ANY)	
8. ADDRESS OF PREMISES (STREET, RURAL ROUTE, P.O. BOX NO.) 550 E. Lancaster Ave.	
(POST OFFICE) Wayne	(STATE) (ZIP) PA 19087
9. NAME OF MUNICIPALITY Radnor Twp.	TYPE OF MUNICIPALITY <input type="checkbox"/> CITY <input type="checkbox"/> BORO <input checked="" type="checkbox"/> TWP. <input type="checkbox"/> INC. TOWN
COUNTY Delaware	

I swear or affirm, subject to the penalties provided by 18 Pa. C.S. §4904 and 47 P.S. §4-403(h) and/or §4-436(j) and/or §5-504(b) and/or §7-704, that the foregoing answers and statements provided herein are true and complete to the best of my knowledge and belief.

SIGNATURE OF PRESENT LICENSEE <i>Timothy E. Flemming</i>	TITLE SR. Y.P. & GENERAL COUNSEL
E-MAIL ADDRESS TFLEMMING@DENNY'S.COM	
PRINT NAME OF PERSON SIGNING TIMOTHY E. FLEMMING	DATE OF EXECUTION 03/29/2012
HOME ADDRESS OF PRESENT LICENSEE 100 DUG HILL ROAD, LANDRUM, SC 29356	PHONE 804-457-3620

This application for transfer must be accompanied by the following supporting papers and requisite fee(s):

- Application and other supporting documents as instructed on the accompanying application for type of license and permits desired.
- Check or money order made payable to the PLCB or the Commonwealth of Pennsylvania for license transfer fee of \$650 for person to person, or \$550 for place to place, or \$700 for BOTH person to person and place to place. This fee is not refundable.
- Additional fee of \$10.00 if the current Amusement Permit is to be transferred.
- If an inter-municipal transfer of a retail license, written approval from the governing body of the receiving municipality if the retail municipal quota is met or exceeded.
- If the transfer is for a retail liquor or retail malt beverage dispenser license from a city of the 1st class to a county of the 2nd class A or 3rd class designated as a Mixed-Use Town Center Development Project, the following is required:
 - Municipal approval as described in "D."
 - Resolution or Ordinance stating the municipality has designated the location a Mixed-Use Town Center Development Project.
 - \$50,000 surcharge fee along with the transfer fee as described in "B."
 - Intra-County Affirmation stating the applicant has exhausted reasonable means for obtaining a suitable license within the county.
 - Affidavit from a real estate agent, license broker or other similar professional attesting to the unavailability of a liquor license at a relative market price.

DO NOT WRITE BELOW THIS LINE

PM _____ CO/MNCP CODE _____ ZIP _____

APPLICATION FOR
RETAIL LIQUOR OR RETAIL DISPENSER
LICENSE AND PERMITS

(SEE INSTRUCTIONS PAGE 3)

(ANSWER ALL QUESTIONS)

The undersigned hereby applies for: NEW TRANSFER OF A

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> HOTEL LIQ. | <input type="checkbox"/> EATING PLACE RET. DISP. | <input type="checkbox"/> AIRPORT RESTAURANT LIQ. | <input type="checkbox"/> CONTINUING CARE RETIREMENT COMMUNITY RESTAURANT LIQ. |
| <input type="checkbox"/> HOTEL RET. DISP. | <input type="checkbox"/> OFF-TRACK WAGERING REST. LIQ. | <input type="checkbox"/> PRIVATELY-OWNED PUBLIC GOLF COURSE REST. LIQ. | <input type="checkbox"/> CONTINUING CARE RETIREMENT COMMUNITY EATING PLACE RET. DISP. |
| <input type="checkbox"/> BREWERY PUB. | <input type="checkbox"/> MUNIC. GOLF COURSE LIQ. | <input type="checkbox"/> PRIVATELY-OWNED PUBLIC GOLF COURSE RET. DISP. | <input type="checkbox"/> GAMING RESTAURANT LIQ. |
| <input checked="" type="checkbox"/> RESTAURANT LIQ. | <input type="checkbox"/> MUNIC. GOLF COURSE RET. DISP. | | <input type="checkbox"/> GAMING EATING PLACE RET. DISP. |

1. NAME OF APPLICANT

Giant Food Stores, LLC

2. TRADE NAME (IF ANY)

3. ADDRESS OF PREMISES **550 E. Lancaster Ave., Wayne** PA **19087**
(STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) (STATE) (ZIP)

4. NAME OF MUNICIPALITY **Radnor Twp.** TYPE OF MUNICIPALITY CITY BORO TWP. INC. TOWN COUNTY **Delaware**

5. AMUSEMENT PERMIT
WILL YOU PERMIT DANCING, PROVIDE FLOOR SHOWS, OR ANY OTHER ENTERTAINMENT? YES NO

6. SUNDAY SALES PERMIT (PERMIT IS NOT NECESSARY FOR CONTINUING CARE RETIREMENT COMMUNITY APPLICANTS)
WILL YOU SELL LIQUOR AND/OR MALT OR BREWED BEVERAGES ON SUNDAY? YES NO

7. EXTENDED HOURS FOOD LICENSE
WILL YOU SERVE FOOD UNTIL 7:00 A.M. OF ANY DAY? YES NO

8. IS THE APPLICATION TO BE CONSIDERED FOR PRIOR APPROVAL? YES NO

9. HAS THE APPLICANT PREVIOUSLY FILED AN APPLICATION FOR ANY OTHER PLCB LICENSE? YES NO IF "YES", WHEN AND WHERE? **MF-191**

10. IS A CURRENT HEALTH LICENSE POSTED ON THE PREMISES? YES NO IF "YES", WHEN DOES IT EXPIRE? GIVE MONTH, DAY, YEAR

11. NAME OF CURRENT OWNER OF PREMISES **KMO-361 Realty Associates** DEED BOOK VOLUME NO. PAGE NO./INSTRUMENT NO.

ADDRESS OF CURRENT OWNER OF PREMISES **550 New Albany Rd. East, Ste. 310, New Albany, OH 43054** LEASE EXPIRATION DATE

11(A). NAME OF OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS OR MEMBERS OF PROPERTY OWNER (ATTACH SEPARATE SHEET IF NECESSARY) TITLE
Will provide to investigating agent.

12. ECONOMIC DEVELOPMENT (NEW LICENSE APPLICATION ONLY)
ARE YOU APPLYING FOR A NEW RESTAURANT LIQUOR OR EATING PLACE RETAIL DISPENSER ON THE BASIS OF ECONOMIC DEVELOPMENT? YES NO
IF YES, ARE YOU APPLYING ON THE BASIS OF (A), (B), OR (C)? CHECK ONE.
A THE PROPOSED PREMISES IS LOCATED WITHIN A KEYSTONE OPPORTUNITY ZONE YES NO
B THE PROPOSED PREMISES IS LOCATED WITHIN AN AREA DESIGNATED AS AN ENTERPRISE ZONE YES NO
C THE GOVERNING BODY OF THE MUNICIPALITY HAS APPROVED THE APPLICANT FOR LOCAL ECONOMIC DEVELOPMENT. YES NO

DO NOT WRITE BELOW THIS LINE

NEW APPL: CO/MNCP _____ ZIP _____

13. IF THE PREMISES TO BE LICENSED IS IN A PA GAMING FACILITY:

- A. WHO IS THE GAMING LICENSE ISSUED TO? _____
- B. GAMING LICENSE NUMBER _____
- C. NAME OF THE GAMING FACILITY _____
- D. ARE THERE ANY OTHER PLCB LICENSES ISSUED FOR THIS PREMISE? IF YES, WHAT ARE THE PLCB LICENSE NUMBERS? _____

14. COMPLETE IN DETAIL - ATTACH SEPARATE SHEET, IF NECESSARY

NAME OF INDIVIDUAL APPLICANT, PARTNERS, MEMBERS, OR OFFICERS & DIRECTORS	TITLE	HOME ADDRESS	DATE AND PLACE OF BIRTH	LENGTH OF RESI- DENCE IN PA.	U.S. CITIZEN?	
					YES	NO
A. NAME See attached rider.						
B. NAME						
C. NAME						
D. NAME						
E. NAME						
F. NAME						

15. FOR CORPORATIONS AND LIMITED LIABILITY COMPANIES ONLY

A. REGISTERED AS: PROFIT NONPROFIT

REGISTERED NAME	INCORPORATED/ORGANIZED		IF FOREIGN CORPORATION GIVE DATE OF CERTIFICATE OF AUTHORITY OR IF FOREIGN LLC GIVE DATE REGISTERED IN PA
	PLACE	DATE	
Giant Food Stores, LLC	Delaware	8/18/00	10/4/2000

B. **RESOLUTION**

TYPE OF PERMIT TO BE GRANTED NEW LICENSE TRANSFER OF LICENSE

At a regular or special meeting held on _____, 20____ by the applicant, it was resolved that said application be filed with the Pennsylvania Liquor Control Board, and that **Thomas Lenkevich, President** and/or _____ is/are hereby
(NAME/TITLE) (NAME/TITLE)

authorized to execute said application, and any other papers required by the Board.

16. FOR CORPORATIONS ONLY

LIST ALL STOCKHOLDERS - ATTACH SEPARATE SHEET, IF NECESSARY.

NAME OF STOCKHOLDER	HOME ADDRESS	DATE & PLACE OF BIRTH	U.S. CITIZEN?		NO. OF SHARES OF STOCK HELD
			YES	NO	
A. NAME N/A					
B. NAME					
C. NAME					
D. NAME					
E. NAME					
F. NAME					

**APPLICATION FOR
RETAIL LIQUOR OR RETAIL DISPENSER
LICENSE AND PERMITS**

17. Is a management company employed or otherwise contracted to operate, manage or otherwise supervise all or part of the operation?

YES NO

If yes, list the name and address of the entity: _____

18. NAME OF MANAGER	HOME ADDRESS	DATE & PLACE OF BIRTH	U.S. CITIZEN?	
			YES	NO
NAME				
TO BE DETERMINED AT OPENING.				

19. CONVICTION RECORD: The following is a record of all felony and misdemeanor convictions of the individual owner, all partners, all members, the manager and all corporate officers, directors and stockholders. (Attach separate sheet, if necessary.)

If there have been no such convictions, check here: No such convictions

NAME	DATE OF CONVICTION	CHARGE	DISPOSITION	LOCATION OF COURT (COUNTY AND STATE)
None.				

20. Neither the applicant nor any member, officer, director, stockholder, agent or employee has any financial interest, either directly or indirectly, in any other class of license or permit issued by this Board, or in the ownership, leasehold, or equipment, of any property used by such other licensee or permittee, or mortgage lien against the same, nor have they loaned any money, or given credit, or anything of value, for equipping, maintaining or conducting an establishment used in such other license or permit, except as follows:

No exceptions

21. No person having any financial interest as an individual, or as a member, officer, director, stockholder, agent or employee in another class of license or permit issued by this Board will be in any manner interested, either directly or indirectly, in the business proposed to be licensed under this application, or in the ownership or leasehold of the property or equipment to be used in the operation of the said business, or any mortgage lien against the same, nor have they loaned any money, or given credit, or anything of value, to the applicant, or any member, officer, director, stockholder, servant, agent or employee of said applicant, for equipping, maintaining or conducting this business, except as follows:

No exceptions

22. None of the applicants hold any public office involving the enforcement of penal laws, or penal ordinances or resolutions, except as follows:

No exceptions

23. The building to be licensed is not located within 300 feet of any church, school, hospital, public playground or charitable institution, except as follows:

No exceptions

24. If an application for continuing care retirement facility, list the number of residents over the age of 62, N/A and the total number of residents _____

25. PREMISES TO BE LICENSED

A. LIST COMPLETE INFORMATION FOR EVERY ROOM WHICH IS TO BE USED IN THE OPERATION OF THE LICENSED BUSINESS, INCLUDING A SEPARATE KITCHEN, IF ANY, AND AREA TO BE USED FOR STORAGE OF ALCOHOLIC BEVERAGES.

ROOM		LOCATED ON WHAT FLOOR	SEATING CAPACITY	DESIGNATE USE: SERVING, KITCHEN OR STORAGE
WIDTH	LENGTH			
See attached rider.				

B. IF HOTEL LICENSE, NUMBER OF PERMANENT BEDROOMS AVAILABLE FOR GUESTS

N/A

C. OCCUPANCY OF REMAINDER OF BUILDING

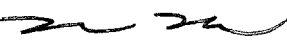
Grocery store.

26. No other type of business licensed by the Liquor Control Board is conducted in the building, except as follows:

No exceptions

27. A placard, PLCB-1296, Public Notice of Application Alcoholic Beverages, was posted on (DATE) _____ in a conspicuous place on the outside of the premises as required by the Liquor Code and Regulations of the Board, and will remain posted until a notice of approval or refusal is received by the applicant.

I swear or affirm, subject to the penalties provided by 18 Pa. C.S. §4904 and 47 P.S. §4-403(h) and/or §4-436(j), that the foregoing answers and statements provided herein are true and complete to the best of my knowledge and belief.

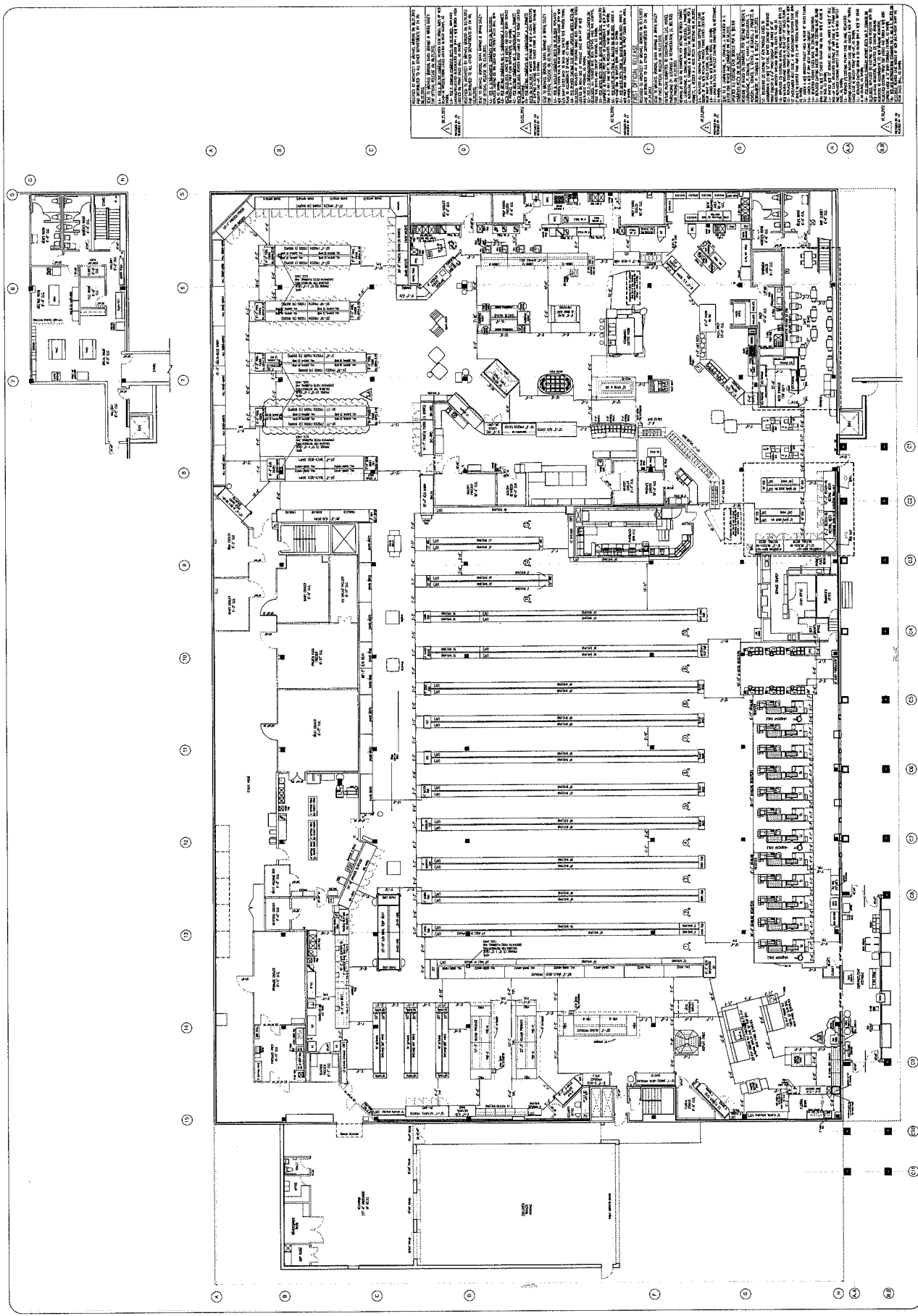
SIGNATURE 	TITLE President	NAME OF ATTORNEY REPRESENTING YOU IN THIS MATTER, IF ANY Robert J. O'Hara, III, Esq.
HOME ADDRESS c/o Flaherty & O'Hara, pc	PHONE (412) 456-2129	ADDRESS Flaherty & O'Hara, PC 310 Smithfield Street Suite 600 Pittsburgh, PA 15222
SIGNATURE	TITLE	PHONE (412) 456-2129
HOME ADDRESS	PHONE	
PREMISES PHONE NO.		
E-MAIL ADDRESS		DATE SIGNED

FACILITY ANALYSIS		SCHEDULE	REMARKS
STOP & SHOP/GRANT FOOD STORES	DATE		
PROJECT NO.	100-100		
OWNER	MAHOLD USA		
PROJECT NAME	STOP & SHOP/GRANT FOOD STORES		
PROJECT ADDRESS			
PROJECT CITY			
PROJECT STATE			
PROJECT ZIP			
PROJECT DATE			
PROJECT STATUS			
PROJECT PHASE			
PROJECT DESCRIPTION			
PROJECT NOTES			
PROJECT CONTACT			
PROJECT PHONE			
PROJECT FAX			
PROJECT EMAIL			
PROJECT URL			
PROJECT WEBSITE			
PROJECT VIDEO			
PROJECT PHOTO			
PROJECT DRAWING			
PROJECT SPECIFICATION			
PROJECT CONTRACT			
PROJECT AGREEMENT			
PROJECT DEED			
PROJECT EASEMENT			
PROJECT LICENSE			
PROJECT PERMIT			
PROJECT ZONING			
PROJECT PLANNING			
PROJECT DESIGN			
PROJECT CONSTRUCTION			
PROJECT OPERATIONS			
PROJECT MAINTENANCE			
PROJECT REPAIR			
PROJECT RENOVATION			
PROJECT DEMOLITION			
PROJECT RESTAURATION			
PROJECT RECONSTRUCTION			
PROJECT REPAIR/RENOVATION			
PROJECT RECONSTRUCTION/REPAIR			
PROJECT REPAIR/RECONSTRUCTION			
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MAHOLD USA
 10000 W. 100th St.
 Overland Park, KS 66212-4400
 Phone: (913) 666-1000
 Fax: (913) 666-1001
 Email: maholdusa@maholdusa.com
 Website: www.maholdusa.com

GIANT
 10000 W. 100th St.
 Overland Park, KS 66212-4400
 Phone: (913) 666-1000
 Fax: (913) 666-1001
 Email: giant@maholdusa.com
 Website: www.giant.com

REVISIONS: 1. 10/1/07
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 100. 10/1/07



NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).

2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.

3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.

4. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.

5. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.

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26. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.

27. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.

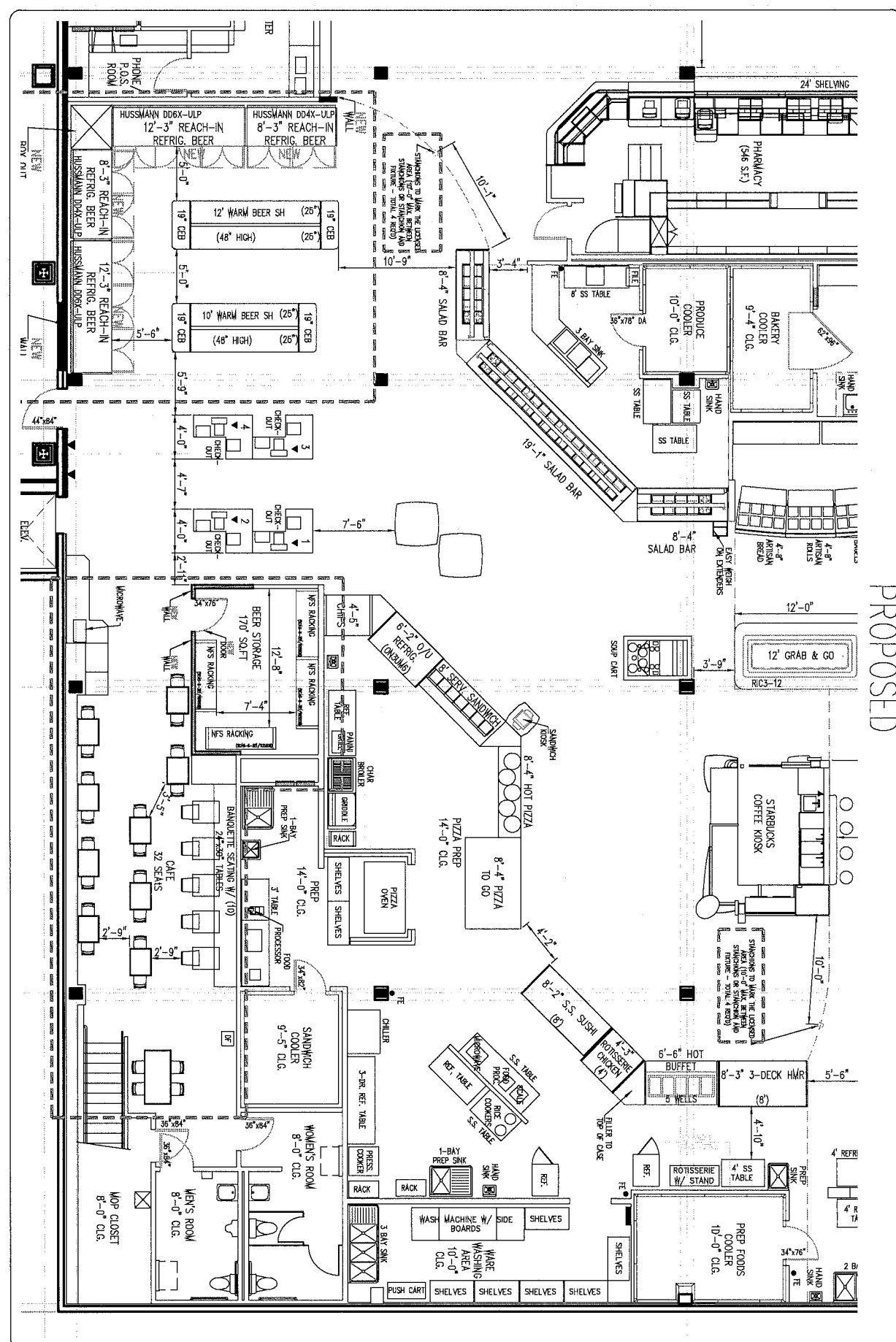
28. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.

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31. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.

32. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAHOLD USA STANDARD SPECIFICATIONS FOR ELECTRICAL WORK.



PROPOSED



DEFINED THE LICENSE AREA PER JOHN WAGDONALD DIRECTIONS.
 REVISED SEATING AREA TO EXISTING CONDITIONS
 ADDED NEW BEER GARDEN
 ADDED NEW BEER STORAGE IN PLACE OF THE SITTING AREA
 ADDED NEW WALL AND DOOR FOR THE BEER STORAGE AS SHOWN

PROPOSED FIXTURE PLAN
 RED BOX, RIG DOCTOR, ICE COOLER LOCATIONS

GIANT CARLSLE
 680 EAST LANCASTER AVENUE
 ST. DAVIS, PA

DRAWN BY KINDA.T	SCALE 1/8"=1'-0"	DRAWING NUMBER F-1	STORE NUMBER 6507
	DATE 08.01.14		

Appointment to
Commissioner 3rd Ward
Vacant Seat

Election of
President
and
Vice President