

BOARD OF COMMISSIONERS

Revised Order

AGENDA

Monday, June 24, 2019 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of June 24, 2019

1. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner meeting of June 10, 2019
- c) Acceptance of Department Monthly Reports
- d) Final Staff Traffic Committee Meeting Minutes – May 15, 2019
- e) Resolution #2019-62 - Amending the 2019 Wage and Salary Schedule to include a part-time civilian position in the Police Department
- f) Resolution #2019-56 - Poplar Avenue, Station Avenue, North Wayne Avenue Pedestrian Project, Request to Authorization to Receive Sealed Bids and Change Order #1, in the amount of \$16,950
- g) Resolution #2019-59 - Authorizing Gilmore & Associates to Prepare Final Design, Permitting, and Bidding Documents for the North Wayne Avenue Sidewalk, from Woodsworth Court to Eagle Road, in the amount of \$98,000
- h) Resolution #2019-61 - Authorizing The Engineering Department To Apply For A Pennsylvania Department Of Transportation (Penndot) Automated Red Light Grant For The Installation Of A Traffic Adaptive System
- i) Resolution #2019-57 - 360 Conestoga Road – **Final** – Minor Final Subdivision Plan
- j) Resolution #2019-58 - 501 S. Ithan – **Final** – Minor Final Subdivision Plan
- k) 110 Harvard Lane – Waiver of §245-22.A(2)(c)[2] of the Stormwater Management Ordinance
- l) 104 Harvard Lane – Waiver of §245-22.A(2)(c)[2] of the Stormwater Management Ordinance

2. Public Participation - *Individual comment shall be limited to not more than five (5) minutes per Board policy*

3. Promotion of Detective Christopher Four to the rank of Sergeant

4. Recognition of Sergeant George Smith for his 26 years of service to Radnor Township Police Department

5. Announcement of Boards and Commission Vacancies

6. Possible Appointments to Various Boards and Commissions

7. Committee Reports

A. Resolution #2019-63 - Engaging PFM to provide financial consulting services for the General Obligation Bonds, Series 2019

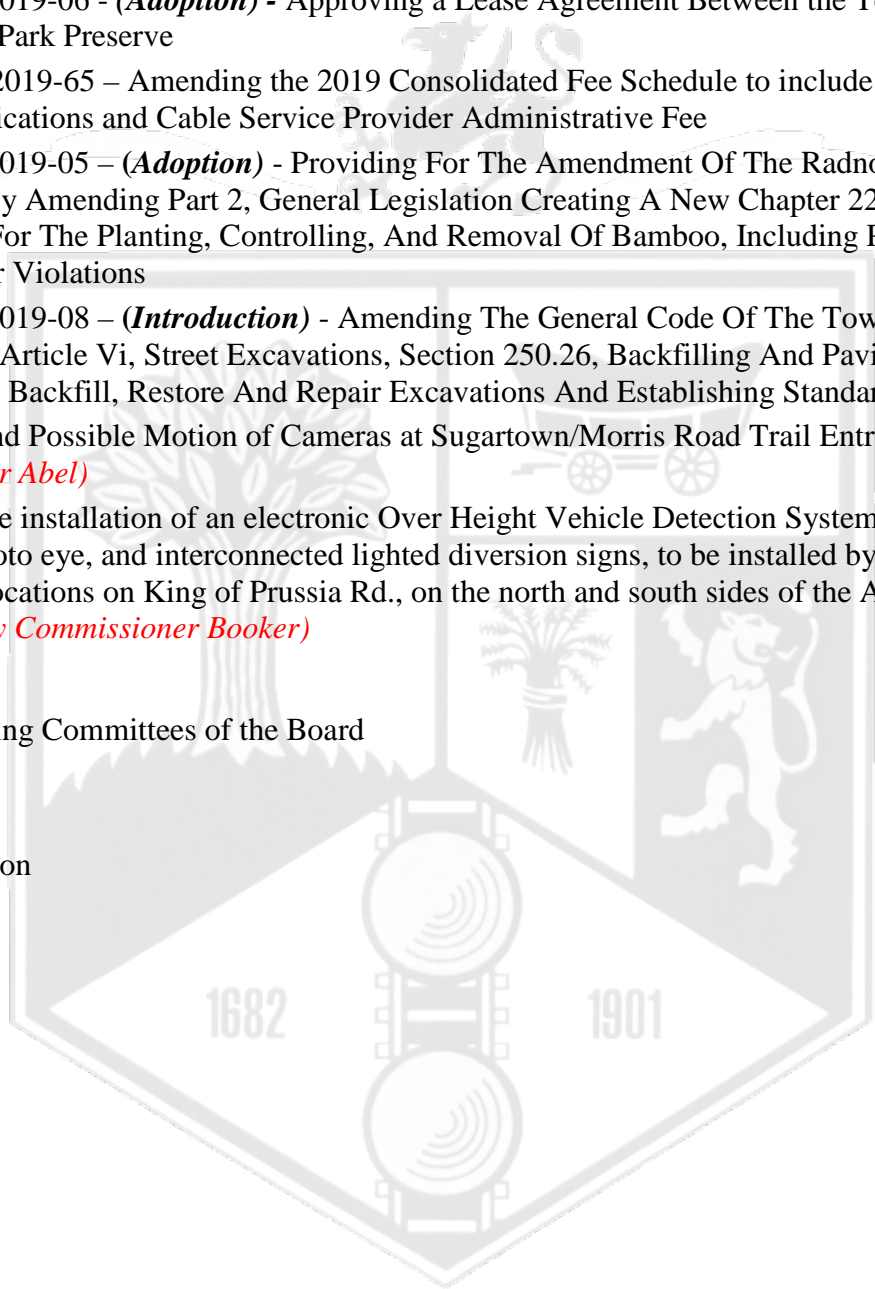
B. Resolution #2019-64 - Engaging Cozen O'Connor as Bond Counsel for the General Obligation Bonds, Series 2019

C. Ordinance #2019-07 - Authorizing the incurrence by the Township of Radnor of non-electoral debt by the issuance of General Obligation Bonds, Series 2019 in the aggregate principal amount not to exceed \$13,700,000 for the following purposes:

- Series A: Not to exceed \$5,000,000 of proceeds needed to refund the 2018 Sewer Improvement Notes at \$4.5M plus capitalized closing costs and pricing flexibility
- Series B: Not to exceed \$8,700,000 of new money needed to fund General Capital Projects totaling \$7.3M plus capitalized closing costs and pricing flexibility

- D. Discussion of PECO Tree Pruning Operations *(Requested by Commissioner Borowski)*
- E. Discussion of Young Lungs At Play Program *(Requested by Commissioner Abel)*
- F. Resolution #2019-60 - Awarding Contract B-19-003, Radnor Township Park Improvements at Bo Connor Park and Warren Filipone Park
- G. Ordinance #2019-06 - **(Adoption)** - Approving a Lease Agreement Between the Township of Radnor and Willows Park Preserve
- H. Resolution #2019-65 – Amending the 2019 Consolidated Fee Schedule to include a new Telecommunications and Cable Service Provider Administrative Fee
- I. Ordinance #2019-05 – **(Adoption)** - Providing For The Amendment Of The Radnor Township Code Of Ordinances By Amending Part 2, General Legislation Creating A New Chapter 224, Adopting Regulations For The Planting, Controlling, And Removal Of Bamboo, Including Penalties And Other Remedies For Violations
- J. Ordinance #2019-08 – **(Introduction)** - Amending The General Code Of The Township Of Radnor, Chapter 250, Article Vi, Street Excavations, Section 250.26, Backfilling And Paving, To Require Permittee To, Backfill, Restore And Repair Excavations And Establishing Standards For Such Work
- K. Discussion and Possible Motion of Cameras at Sugartown/Morris Road Trail Entrance *(Requested by Commissioner Abel)*
- L. Motion for the installation of an electronic Over Height Vehicle Detection System (OHVDS), including electronic photo eye, and interconnected lighted diversion signs, to be installed by the Township at appropriate locations on King of Prussia Rd., on the north and south sides of the Amtrak bridge *(Requested by Commissioner Booker)*

- 8. Reports of Standing Committees of the Board
- 9. New Business
- 10. Old Business
- 11. Public Participation
- 12. Adjournment



RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
June 24, 2019

The table below summarizes the amount of disbursements made since the last public meeting held on June 10, 2019. 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. Also, please visit the [Open Finance](#) program to view the Township's [Checkbook](#), where all vendor payments are available.

Link: <http://radnor.com/728/Disbursements-List>

Fund (Fund Number)	2019-6A June 7, 2019	2019-6B June 14, 2019	Total
General Fund (01)	\$240,845.18	\$107,266.12	\$348,111.30
Sewer Fund (02)	3,426.95	1,106,931.01	1,110,357.96
Liquid Fuels Fund (03)	17,108.50	0.00	17,108.50
Storm Sewer Management (04)	41,802.14	0.00	41,802.14
Capital Improvement Fund (05)	36,932.64	19,246.38	56,179.02
Police Pension Fund (07)	5,909.87	175.00	6,084.87
OPEB Fund (08)	1,045.03	0.00	1,045.03
Civilian Pension Fund (11)	5,317.79	0.00	5,317.79
Investigation Fund (12)	160.71	0.00	160.71
Comm. Shade Tree Fund (15)	680.00	0.00	680.00
\$8 Million Settlement Fund (18)	0.00	573.75	573.75
The Willows Fund (23)	101.29	0.00	101.29
Park & Trail Improvement Fund (501)	15,920.60	0.00	15,920.60
Total Accounts Payable Disbursements	\$369,280.70	\$1,234,192.26	\$1,603,442.96
<i>Electronic Disbursements</i>	n/a	n/a	949,743.27
Grand Total	\$369,250.70	\$1,234,192.26	\$2,553,186.23

In addition to the account's 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 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 ensure that amounts obligated are within the budgetary limits established by the Board of Commissioners. Those procedures are monitored daily 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,

Respectfully Submitted,



 William M. White
 Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through July 8, 2019

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Actual	01-Variou	Various	5/19 Credit Card Revenue Processing Fees	\$10,706.69
Payroll [Pension] Transaction - Estimated	07-492-4980	7/1/2019	7/19 Police Pension Payments	\$237,036.58
Payroll [Pension] Transaction - Estimated	11-495-4980	7/1/2019	7/19 Civilian Pension Payments	\$155,500.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	6/27/2019	Salaries and Payroll Taxes - General Fund	\$485,500.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	6/27/2019	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [CBA Special] Transaction - Estimated	01-various	7/1/2019	CDL Bonus Payment - General Fund	\$40,000.00
Payroll [CBA Special] Transaction - Estimated	02-various	7/1/2019	CDL Bonus Payment - Sewer Fund	\$3,500.00
Period Total				\$949,743.27

<u>Original Estimate</u>			<u>Actual Amount</u>
\$485,500.00	6/13/2019	Salaries and Payroll Taxes - General Fund	\$648,775.69
\$17,500.00	6/13/2019	Salaries and Payroll Taxes - Sewer Fund	\$17,702.96
\$503,000.00			\$666,478.65

TOWNSHIP OF RADNOR
Minutes of the Meeting of June 10, 2019

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

Commissioners Present

*Lisa Borowski, President Jack Larkin, Vice-President Luke Clark Sean Farhy
Jake Abel Richard Booker*

Commissioners Absent - John Nagle

Also Present: *Robert A. Zienkowski, Township Manager/Township Secretary; Kathryn Gartland, Township Treasurer; John Rice, Township Solicitor; William White, Assistant Township Manager/Finance Director; Steve Norcini, Township Engineer; Kevin Kochanski, Director of Community Development; Amy Kaminski, Traffic Engineer; Roger Phillips, Engineer; and Jennifer DeStefano, Executive Assistant to the Township Manager.*

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

Notice of Executive Session on June 3, 2019 and preceding the Board of Commissioners meeting of June 10, 2019

There was an Executive Session on June 3, 2019 where matters of Litigation and Personnel were discussed. All Commissioners were in attendance. Preceding the June 10, 2019 Board of Commissioners meeting, there was an Executive Session where matters of Litigation and Personnel were discussed. All Commissioners were in attendance with the exception of Commissioners Abel and Nagle.

Commissioner Borowski congratulated Commissioner Clark on the birth of his fourth child. She also thanked the staff and the community for a job well done with the Memorial Day Parade as well as the Music Fest.

1. Consent Agenda

a) Disbursement Review & Approval

b) Approval of minutes of the Board of Commissioner meeting of May 13, 2019 & May 20, 2019

c) Resolution #2019-52 - Renewing the Township Microsoft 365 Subscription for one year at a price of \$14,695

d) Resolution #2019-53 - Continuing the Township's Engagement with Cohen Law Group for the cable franchise negotiations with Comcast by approving payments of \$8,635.75 and \$2,661.25 for work already completed and authorizing an additional \$10,000 for future services

e) Resolution 2019-54 – Authorization to Sign an Agreement to Authorize the Electronic Access to PennDOT Systems for Political Subdivisions

f) Authorizing the Receipt of Proposals for Towing Services for the Radnor Township Police Department

g) HARB

- HARB-2019-06 – 210 Windermere Avenue – Detached garage.**

- HARB-2019-07 – 223 Walnut Avenue - Remove single story laundry room/powder room from rear of house and replace with single story family room, laundry room and half bath.
- HARB 2019-08 – 233 Walnut Avenue – Replace shed with 1 car garage; extend front porch across right side of house; replace stucco with fiber cement siding consistent with the rear addition completed in November 2017

Commissioner Clark made a motion to approve the consent agenda, seconded by Commissioner Larkin. Motion passed 6-0 with Commissioner Nagle absent.

2. Public Participation - Individual comment shall be limited to not more than five (5) minutes per Board policy

Anne Minicozzi, Radnor Street Road – She announced the Community Breakfast which will be held on September 18th at Villanova University.

Ben Taylor, Raowton Lane – He spoke in support of Villanova University lighting proposal.

Sara Pilling, Ready100 – She commented about the Green Team task force first meeting as well as commented in opposition of 130/131 Garrett Avenue.

Laura Reinhardt, Garrett Hill 4th of July Parade – She invited everyone to the Garrett Hill 4th of July Parade.

Martin Caufield – He commented asking for the Township to look into the noise ordinance along with the lighting ordinance.

There was a brief discussion and it was the sense of the Board that the lighting ordinance will be on the agenda in July for discussion.

Elliott Funkhauser, Eachus Avenue – He spoke regarding 130/131 Garrett Avenue.

3. Recognition of Great American Pub

Commissioner Larkin presented the owners of the Great American Pub for their continued support in the Community.

4. Recognition of Helen McGrane

Commissioner Borowski presented Helen Grommel-McGrane for her dedicated service to the Radnor Memorial Library Board of Trustees.

5. Committee Reports

A. Discussion of Right of Way Ordinance/Agreement (Requested by Commissioner Abel)

Commissioner Abel spoke regarding the condition of the Township roads and would like to be able to hold utility companies to a higher standard. There was a brief discussion and a consensus of the Board to review the right-of-way ordinance.

B. Presentation of the 2018 Independent Audit (by Zelenkofske Axelrod, LLC)

Mr. White and Mr. Tate briefly discussed the 2018 Independent Audit. Representatives of Zelenkofske Axelrod, LLC presented the 2018 Independent Audit.

C. Resolution #2019-51 – Board Acceptance of the 2018 Comprehensive Annual Financial Report (CAFR) and Independent Audit Report

Commissioner Farhy made a motion to approve, seconded by Commissioner Clark. Motion passed 6-0 with Commissioner Nagle absent.

H. Ordinance #2019-05 – (Introduction) - Providing For The Amendment Of The Radnor Township Code Of Ordinances By Amending Part 2, General Legislation Creating A New Chapter 224, Adopting Regulations For The Planting, Controlling, And Removal Of Bamboo, Including Penalties And Other Remedies For Violations

Commissioner Clark made a motion to introduce ordinance 2019-05, seconded by Commissioner Abel.

Mr. Golas made a brief presentation regarding the above proposed ordinance. There was a brief discussion amongst the Commissioners, Mr. Golas and staff.

Commissioner Larkin made a motion to approve with the following amendments Subsection B Prohibition to read: *With the exception of pre-existing which is defined in greater detail below* Upon the effective date of this Part, the planting, growing or cultivating of running bamboo by any person shall be prohibited within the Township. Also - Subsection C Pre-Existing Bamboo (1) The owner of any premises on which running bamboo plants or roots currently exist shall manage, trim or cut all running bamboo ~~not~~ contained on such property. Running bamboo, including the root system, shall be no closer than ten (10) feet from any public right of way or any property line. Barriers shall be provided to prevent future encroachment of running bamboo or root system into these areas. Motion seconded by Commissioner Borowski. Motion passed 5-1 with Commissioner Farhy opposed and Nagle absent.

Public Comment

Roy Binnion – He commented that stormwater should also be included.

Commissioner Borowski called the vote on the original motion to introduce, motion passed 5-1 with Commissioner Farhy opposed and Nagle absent.

D. Ordinance #2019-06 - (Introduction) - Approving a Lease Agreement Between the Township of Radnor and Willows Park Preserve

Commissioner Farhy made a motion to introduce, seconded by Commissioner Clark.

Mr. Rice briefly spoke regarding the above proposed ordinance. He commented that the ordinance is ready for introduction with two minor changes. First one pertaining to insurance and the other in subparagraph K to include the 2 Township appointees to the WPP Board. Counsel for the Willows Park Preserve briefly spoke regarding the Willows project.

Commissioner Abel made a motion to table the ordinance, so it can go in front of the Community Development committee, seconded by Commissioner Farhy. Motion failed 2-4 with Commissioners Booker, Clark, Borowski and Larkin opposed and Commissioner Nagle absent.

Public Comment

Sara Pilling, Garrett Avenue – She commented regarding existing events that are held at the Willows.

Commissioner Borowski called the vote on the original motion, motion passed 5-1 with Commissioner Abel opposed and Commissioner Nagle absent.

E. WAWA -Lancaster & Aberdeen Avenues – FINAL – Subdivision Plan

Please see transcript taken by stenographer. Nick Caniglia representing the applicant held a public hearing regarding the above subdivision plan.

Commissioner Clark made a motion to deny the Wawa Subdivision plan, seconded by Commissioner Farhy.

There was public comment which can be found in the official transcript.

Commissioner Borowski called the vote, motion passed 5-0 with Commissioners Abel and Nagle absent.

F. Villanova/Musco stadium light presentation

Representatives from Villanova and Musco Lighting made a presentation for the proposed stadium lighting upgrade. There was a discussion amongst the Commissioners, Musco Lighting and area residents.

Commissioner Farhy made a motion to extend the meeting 30 minutes, seconded by Commissioner Larkin. Motion passed 4-1 with Commissioner Booker opposed and Commissioners Abel and Nagle absent.

G. Villanova Stadium ZHB agreement

Mr. Rice gave a background of the proposed agreement. Mr. Caniglia discussed that they are not in agreement with section 7b of the agreement: *Special events or Villanova events. Villanova shall provide a schedule for all such events to the Township at least thirty (30) days prior to such events. Special events include non-profit activities such as the CHOP Buddy Walk, Radnor Township events, Radnor School District events, and similar non-profit, municipal or school events. Section 10 Villanova shall not permit the Stadium Lights to be used by any professional sports teams for the playing of league games unless approved by Radnor Township. Section 13 - If Villanova violates paragraph 11 of this Agreement Radnor may issue a fine in the amount of \$500.00 payable within 10 days of receipt by the University, unless Villanova disputes the violation in writing within 10 days of receipt. If the parties are unable to agree on the payment of the fine, Radnor Township reserves the right to file a civil enforcement action*

pursuant to the Municipalities Planning Code (MPC). If Villanova disputes the violation as set forth herein, there shall be deemed to be only one such violation rather than multiple violations for the same offense. For each subsequent violation in a calendar year the fine shall be increased to \$1,000 per violation. There was an in-depth discussion amongst the applicant and the Commissioners.

Commissioner Farhy made a motion to extend meeting for another 30 minutes to midnight, seconded by Commissioner Larkin. Motion passed 4-1 with Commissioner Booker opposed and Commissioners Abel and Nagle absent.

Commissioner Larkin made a motion to amend section 7b to read: *Special events or Villanova events. Villanova shall provide a schedule for all such events to the Township at least thirty (30) days prior to such events. ~~Special events include non-profit activities such as the CHOP Buddy Walk, Radnor Township events, Radnor School District events, and similar non-profit, municipal or school events.~~*, seconded by Commissioner Borowski.

As well as striking paragraph 10 *Villanova shall not permit the Stadium Lights to be used by any professional sports teams for the playing of league games unless approved by Radnor Township.*, seconded by Commissioner Borowski.

Public Comment

Alex Yannopoulos- He commented that he believes the agreement has been rushed for approval.

Marty Caufield – He spoke regarding section 7 of the agreement where it states, “not in academic session”. He also presented proposed settlement agreement from the neighbors of Old Oaks and North Black Friar residents.

Commissioner Farhy made a motion to extend meeting for another 30 minutes to 12:30 AM, seconded by Commissioner Larkin. Motion passed 4-1 with Commissioner Booker opposed and Commissioners Abel and Nagle absent.

Public Comment

AnneMarie Hessmann – She commented that she would like to see more time to review the agreement.

Tim Frey, Ward 7 – He commented that the real issue is the lights going into the residence homes and a deal needs to try to be done.

Kevin Geary, Blackfriar Road – He commented that Villanova University needs to be more of a better neighbor and urged the Board to reject the agreement.

Brad McDevitt, S. Ithan Road – He commented in support of the agreement.

Commissioner Borowski called the vote to remove 2nd sentence of paragraph 7b; Motion passes 3-2 with Commissioners Farhy and Booker opposed and Commissioners Abel and Nagle absent.

Commissioner Larkin made a motion to strike paragraph 10, seconded by Commissioner Clark. Motion passed 3-2 with Commissioners Booker and Farhy opposed and Commissioner Abel and Nagle absent.

Commissioner Larkin made a motion to approve the settlement agreement as amended, seconded by Commissioner Clark.

Public Comment

Alex Yannopoulos- He commented regarding the settlement agreement does not comply with PA Municipal Planning Code.

Mr. Rice, Township Solicitor stated that this agreement does not need to comply with the particular section referenced by Mr. Yannopoulos.

Commissioner Borowski called the vote, motion passed 3-2 with Commissioners Booker and Farhy opposed and Commissioner Abel and Nagle absent.

I. Discussion and Direction on the 2019 Series General Obligation Bonds and project listing

Tabled until June 17, 2019 Special Board of Commissioners meeting.

J. Resolution #2019-49 - Awarding the Design Contract for the Wayne Business Overlay District Tree Planting Project to Carroll Engineering, Incorporated in the amount of \$13,600

Tabled until June 17, 2019 Special Board of Commissioners meeting.

K. Resolution #2019-50 - Awarding the Design Contract for the Wayne Business Overlay Municipal District Parking Resurfacing Project to Carroll Engineering, Incorporated in the amount of \$13,000

Tabled until June 17, 2019 Special Board of Commissioners meeting.

L. 501 S. Ithan – CAUCUS – Minor Final Subdivision Plan

Mr. Norcini commented that the application before the Commissioners, for caucus, regards a lot line change between 501 South Ithan Avenue and 528 Brandymede Place. 528 Brandymede Place will be transferring 0.249 acres to 501 South Ithan Avenue. The applicant briefly spoke regarding the proposed plan. There was a brief discussion amongst the Commissioners.

M. 360 Conestoga Road – CAUCUS – Minor Final Subdivision Plan

Mr. Norcini commented that the application before the Commissioners, for caucus, regards the subdivision of 360 Conestoga Road into two lots. There is a possible deed restriction that the Township is still working out with the Township Solicitor. There was a brief discussion amongst the applicant, Commissioners and staff.

6. Reports of Standing Committees of the Board

None

7. New Business

None

8. Old Business

None

9. Public Participation

None

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

*Respectfully submitted,
Jennifer DeStefano*

Interoffice Memorandum

TO: BOARD OF COMMISSIONERS
FROM: KEVIN KOCHANSKI, DIRECTOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
SUBJECT: MAY MONTHLY REPORT
DATE: JUNE 7, 2019
CC: ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



**Community Development
Department**

For your review is the Community Development Monthly Report for the month of May 2019. Please note the following highlights:

- Building Permit Fee Revenue totaled \$167,983.00 with 87 permits issued
 - Electric Permit Fee Revenue totaled \$49,978.00 with 51 permits issued
 - Mechanical Permit Fee Revenue totaled \$10,323.00 with 39 permits issued
 - Plumbing Permit Fee Revenue totaled \$6,861.00 with 38 permits issued
 - Zoning Permit Fee Revenue totaled \$1,250.00 with 15 permits issued
 - Banner Permit Fee Revenue totaled \$50.00 with 1 permit issued
 - Design Review Board Application Fee Revenue totaled \$600.00 with 3 applications received
-
- Permit and application revenue for May 2019: \$ 237,045.50
 - Permit and application revenue year to date: \$ 1,343,861.50
-
- Permits and applications for May 2019: 484
 - Permits and applications year to date: 1,578
-
- Inspections conducted for May 2019: 429
 - Inspections conducted year to date: 1,580



RECREATION & COMMUNITY PROGRAMMING DEPARTMENT MAY 2019 REPORT

Programs/Excursions/Community Events

Programs Underway/Registration Open:

- Little Hoop Stars with Jump Start Sports at Wayne Elementary School (10 participants)
- Soccer Shots at Clem Macrone Park (130 participants)
- T-Ball with Jump Start Sports at Bo Connor Park (83 participants)
- After-School Chess Club with Shining Knights at Ithan Elementary School (29 participants)
- School In-Service Day Camp with Jump Start Sports at Radnor Middle School on Tuesday, May 21st (30 participants)
- Junior Soccer with World Cup Sports Academy at Warren Filipone Park (20 participants/2 sessions)
- Junior Nature Program with World Cup Sports Academy at the Willows Park (8 participants)
- After School Survivor Nature Program with World Cup Sports Academy at the Willows Park (5 participants)
- Skateboarding Clinic with Carl Cortez at Radnor Skatepark (12 participants)
- Junior/Adult Tennis Lessons with Pam Rende at Warren Filipone Park (14 participants/2 sessions)
- Men's Pickup Basketball at Radnor Middle School (9 participants)
- Pickleball at Radnor Activity Center (on hold due to RAC closure – unable to be relocated)
- Radnor Steps Community Walking Program along the Trail – (participation varies each week)
- Radnor Township Summer Wizarding Camp (17 participants to date)
- Radnor Day Camp at Radnor Elementary School (184 participants to date)

PRPS Discount Ticket Program:

- Regal Movie Discount Ticket Program (111 sold to date 2019)
- Amusement Park Tickets (7 sold to date 2019)

Community Events:

- 7th Annual Wheels of Wayne Car Show Event in downtown Wayne on Sunday, May 19th (approximately 3,000 people were in attendance)

Additional Programming Activity:

- Distributed the Summer 2019 Recreation Activities Brochure and conducted promotions for upcoming seasonal programming and events.
- Met with spring programming vendors to wrap up applicable seasonal programs; met with spring and summer programming and event vendors on all in-season and upcoming programming; worked through 2019 programming goals, coordinated contractual agreements, facility schedules, program logistics, participant communications, and emergency/safety procedures.
- Radnor Day Camp – planning and implementation - continued goal setting and meetings with returning camp staff; continued staff recruitment and hiring process; developed training curriculum; conducted legal review in various areas with Township Council; coordinated online registration and website updates; reviewed incoming scholarship applications and worked with families and RTSD Social Worker; reviewed inventories and developed supply needs; prepared camp daily structure, activities, trips, and special events; worked with Radnor Township School District on facility usage and logistics, with the Transportation Department on daily/weekly transportation schedules, and with the Special Education Department on various camper needs; planned Back to Camp Night Event.
- Met with Township Risk Management Company to discuss insurance related topics for contracted vendors.
- Met with several contracted vendors for upcoming spring and summer programming.

- Continued working with the PA Recreation and Parks Society (PRPS) regarding the child care licensing requirements for preschool-age programming participants under the Pennsylvania Department of Human Services - a structured, operating protocol was developed and submitted to the DHS under which public recreation providers would operate – consideration of the waiver request was denied by DHS; continued working with PRPS leadership and colleagues to seek an amendment to the PA Public Welfare Code to exclude public municipal recreation programs.
- Coordinated employee health and wellness programming; continued working on 2019-2020 grant.
- Coordinated with Recreation/Public Works/Police/Fire Departments along with partners to prepare and plan for upcoming 2019 events including Wheels of Wayne, Bike Rodeo, and Great American Backyard Campout; discussed logistics, set up, activities and entertainment, supplies, staffing, registration, and promotions.
- Coordinated with Villanova University details and logistics for upcoming Spring Eggstravaganza.
- Continued sponsorship and partnership development by working with local businesses and organizations; solicited sponsorship proceeds for 2019 events and programs and met with several sponsors/potential sponsors in April.
- Met with Unity in Our Community Event Representative to discuss 2019 event.

Administrative

- Processed daily phone and email communications in order to provide information on community sports, recreational activities, and events; coordinated registrations for programs; prepared purchase orders/invoices, deposited income; prepared program financial reports that include participation reconciliation, instructor payments, and performance analyses; distributed program evaluations to participants; coordinated locations and logistics for programming, scheduled facility reservations/submitted applications, maintained Outlook event calendars, met with instructors and vendors to develop program agreements and process background checks; continued utilization of PEN (Programmer's Exchange Network) listserv to obtain and share information to evaluate operations; updated all Department areas of the Township website and social media page and distributed seasonal e-newsletters; filmed monthly segment for the *Radnor 411* television show and prepared slides for the Radnor Cable Channel; coordinated marketing efforts; managed inventories and distributed supplies to programs; worked with Township solicitor on various Department items.
- Prepared season-end financial reporting and evaluation of programming, discount ticket program, community events, and projects.
- Continued to work with and meet with Program Supervisor, Program Coordinator, and Recreation Assistant on daily planning, programming, events, operations, and projects.
- Continued evaluation of Tyler Parks and Recreation (TPAR) online registration system and shortcomings - met with alternative online registration system vendors and attended two demos.
- Attended weekly staff meetings with the Township Manager and Department Heads.
- Attended monthly Board of Commissioners and Parks Board Meetings and prepared reports.
- Met with Township Commissioners to discuss and update on projects.
- Met with Township Parks & Recreation Board Members to prepare for upcoming meetings.
- Conducted interviews with Township PIO candidates.
- Attended monthly Staff Safety Committee Meeting.
- Attended monthly Sports Legends of Delaware County Museum Board Meeting.
- Attended Health & Wellness Programming.

Parks & Recreation Facilities Usage & Projects

- **Athletic Fields:** Coordinated field and light schedules with users for several park locations and Radnor Memorial Park for the spring and summer seasons.
- **Park Areas/Picnic Rentals:** Coordinated seasonal reservations to date:
 - Clem Macrone Park (8 rentals)
 - Cowan Park (1 rental)
 - Fenimore Woods (13 rentals)
 - Willows Park (3 rentals)
- **Radnor Activity Center:** Facility remained closed throughout May due to the corrections that are needed as part of floor replacement (facility closed October 10 to December 8 for floor replacement; facility closed again January 14 to present due to the continued presence of issues with the floor); met with Radnor Township School District staff, insurance company and their structural engineer, and floor company to review an assessment report that was conducted in February and prepared a plan to test the floor and its conditions/moisture composition – this has been taking place over the last few months along with additional conditions assessments to the subfloor and subsurface concrete and we are currently waiting on a report to summarize the data that has been gathered.
- **Eagle Scout Projects:**
 - Kiosk installation at the Willows Park trail entrance – completed.
 - Trail project at the Willows Park – project currently being evaluated.
- **Park Signage Replacement:**
 - Saw Mill Park sign has been put on hold as we evaluate the park traffic flow and logistics.
 - Radnor Memorial Park sign installation took place.
 - Ithan Valley Park, Bo Connor Park, and Fenimore Woods are under development.
- **Park and Trail Improvements** – a bond ordinance was voted at the October 26, 2015 Board of Commissioners Meeting for the following parks and trails (\$5.75M - \$4.3M Parks/\$1.45M Trails); met with staff and continued working towards completion of the various park projects that have been outlined – see update provided to the Parks & Recreation Board at the June meeting.

Bo Connor Park (in progress)
Cappelli Golf Range (in progress)
Clem Macrone Park (complete)
Emlen Tunnel Park (in progress)
Encke Park (complete)
Fenimore Woods (in progress)
Ithan Valley Park (in progress)
Petrie Park (complete)
Radnor Trail (in progress)
Skunk Hollow Park (complete)
Warren Filipone Park (in progress)
Ardrossan Trail
West Wayne Segment (8A-E, 1C, 1D)
Marth Brown Segment
Villanova – Chew Segment (16A, 9C, ½) - omitted
Radnor Station to Harford Park (9F)

- **Bo Connor Park Improvements:** project bid opening took place in late May; anticipated award at June BOC Meeting.
- **Emlen Tunnell Park:** Lease addendum approved by both RTSD and Radnor Township BOC relative to the comfort station project; purchase of the comfort station was awarded in April by the BOC and steps to develop final building design, engineering, and site development are underway - project will be bid in the coming months for construction.
- **Ithan Valley Park Improvements:** working on anticipated park improvements that includes signage, bridge installation, fencing with the Friends of Ithan Valley Park.
- **Fenimore Woods Rehabilitation Project:** Comprehensive park renovation project planning is underway – a conceptual plan has been presented to the Parks Board recommended for further review; the project has also been presented to the BOC and they have authorized bid – project design and specifications development is currently underway.
- **Radnor Trail - Brookside Parking Lot Restroom:** worked on restroom design options with various vendors; coordinated site layout with Gannett Fleming and preliminary bid documentation.
- **Warren Filipone Park Improvement:** project bid opening took place in late May; anticipated award at June BOC Meeting.
- **Various Park and Facility-Related Meetings:**
 - Met with Township Manager and Department Heads to discuss lease amendment with Willows Park Preserve and capital planning.
 - Met with Public Works Parks Field Leaders.

Respectfully Submitted,



Tammy S. Cohen
 Director of Recreation & Community Programming

RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Avenue

Wayne, Pennsylvania 19087-5297

(610) 688-0503 □ Fax (610) 688-1238

Christopher B. Flanagan

Police Superintendent

TO: Radnor Township Commissioners; Robert A. Zienkowski, Township Manager; William M. White, Director of Finance; Stephen F. Norcini, Township Engineer; Steve McNelis, Public Works Director; Tammy Cohen, Director of Recreation and Community Programming; Kevin W. Kochanski, Director of Community Development; Bill Cassidy, Field Leader; Sgt. Mark Stiansen, Officer Alex Janoski; Officer Pat Lacey, Officer Ken Piree, Officer Ray Matus, Traffic Safety Unit; William Gallagher, Supervisor of Parking; Amy Kaminski, Traffic Engineer for Gilmore and Associates; Vera DiMaio, Administrative Assistant

FR: Christopher B. Flanagan

RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALL ROOM, WEDNESDAY, MAY 15, 2019, 10:00 AM.

NEW BUSINESS

1. Rich Cogshak requests a sign be posted on Sproul Road prohibiting engine braking

Mr. Cogshak was not present at this meeting. Staff Traffic will send a letter to Mr. Cogshak and recommends he follow up with PennDot directly to advise of his request as Sproul Road is a State road.

2. Parking restrictions to the 800 block of Malin Road

Ms. Forman spoke regarding her concerns of parking and speeding on the 800 Block of Malin Road.

Highway Patrol Officer Ray Matus spoke regarding his site visit to this location. He stated although there was traffic, the traffic flow was moving and he did not see any issues during his visit. Staff Traffic Committee will place temporary signs on this street during events to help with parking. Public Works will be advised to install the reflective strip on the pole on Malin Road. Staff Traffic Committee will also continue to monitor speed on Malin Road. Chief Chris Flanagan stated we will do what we can to make Malin Road safer and implement any changes necessary after we see what Delaware County Christian School proposes to do.

3. Highway Patrol Officer Ray Matus requests a stop sign be installed on Farm Road at Windsor Avenue

Highway Patrol Officer Ray Matus recommends a stop sign be installed because it intersects with Windsor Avenue. This was missed at the original codification of the road and was previously approved.

4. Melissa Kuhn requests a speed hump study be completed on South Devon Avenue.

Ms. Kuhn was not present at this meeting. Highway Patrol Officer Pat Lacey stated the results of the speed study performed. The results are the following:

- 85% (going south) = 32 MPH
- 85% (going north) = 34 MPH
- Combined = 33 MPH

- ADT (Average Daily Total) = 2,067 cars

Staff Traffic Committee stated they will continue to do speed enforcement.

See attached spreadsheet for pending issues



RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Ave., Wayne, PA 19087

May 2019 Staff Traffic Status Report

<p>Radnor Fire Company requests evaluation of traffic and parking on South Wayne Avenue</p>	<p>12/20/2017 Radnor Fire Company is interested in:</p> <ul style="list-style-type: none"> Emergency pre-emption at the Fire Station on S. Wayne Avenue. <p>This request has been noted in the 2019 Capital Plan. At this time, capital projects are not yet funded. The Board of Commissioners will determine which projects are funded.</p>	<p>Also, the pedestrian walkway will be upgraded to a continental crosswalk, and signage adjusted accordingly.</p>
<p>County Line Corridor Study (from Lancaster Avenue to Conestoga Road)</p>	<p>Staff Traffic Committee & Lower Merion Township discussions to expand study area to County Line Road corridor study</p> <p>A request in the Capital budget was made regarding the pedestrian island at County Line and Lancaster Avenue. At this time, capital projects are not yet funded. The Board of Commissioners will determine which projects are funded.</p>	<p>Report was posted online (both LM and Radnor sites)</p> <p>Possible 2020 capital budget request</p> <p>Since many of these projects also impact Lower Merion Township, Radnor Township will meet with Lower Merion Township to discuss project priority funding and cost sharing</p>
<p>King of Prussia Bridge</p>	<p>Strike issues</p>	<p>Sgt. Stiansen and Officer Janoski laid out possible locations for enhance signage on Watsonford Road, N Radnor Chester Road, and King of Prussia Road</p> <p>The Township will be meeting with PennDot regarding the placement of additional signage to warn of the bridge height. Signage will be installed, once approved by PennDot in Harrisburg, on the State's and Township's streets.</p>
<p>N. Wayne Ave/Poplar Ave/West Avenue Pedestrian Improvement Signal project</p>	<ul style="list-style-type: none"> DCED MTF grant awarded; construct signal and pedestrian improvements at intersection 	<p>Funding requested in 2019 capital budget. Grant received – Waiting for capital budget approval. At this time, capital projects are not</p>



RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Ave., Wayne, PA 19087

May 2019 Staff Traffic Status Report

		<p>yet funded. The Board of Commissioners will determine which projects are funded.</p>
<p>Walnut Avenue Triangle Intersection discussion</p>	<p>Powerpoint was completed. Steve Norcini advised not to place a tree in the triangle due to possible site obstruction. A site visit was planned prior to any installation. No site visit was performed. Mr. Valenti planted a tree regardless of the recommendation of Staff Traffic Committee and Steve Norcini</p>	<p>The Superintendent and Engineer visited the site. The outcome was that the resident should have the petition passed through the neighborhood(street determined by PD), to gage overall resident opinion on the plan. It was also noted that delivery trucks, hereby southbound North Wayne, turn onto Walnut, will cause the proposed island to be smaller.</p>
<p>King of Prussia Rd & Eagle Rd Intersection improvements</p>	<p>Submit joint application for DCED MTF grant with Cabrini & Eastern for left turn lanes on King of Prussia Road at Eagle Road/Pine Tree Rd</p>	<p>Funding requested in 2019 Capital Budget. Grant received, awaiting for capital budget approval</p> <p>At this time, capital projects are not yet funded. The Board of Commissioners will determine which projects are funded.</p>

RESOLUTION NO. 2019-62

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE 2019 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 2018-143 on December 10, 2018 establishing the 2019 Wage and Salary schedule for all Township employees; and

WHEREAS, the duties assigned to the Evidence Technician / Departmental Support position are currently handled primarily by the investigation unit. By filling the new part-time position, the investigators will be freed of several time-consuming duties that are administrative in nature and include: all criminal filing and scanning of cases for common pleas court, lab runs to Harrisburg, expungements (court orders to purge records), fingerprinting civilians, and evidence in-processing (moving it from temporary lockers to the evidence room); and

WHEREAS, in the effort to promote fiscal transparency, the Board wishes to amend the 2019 Wage and Salary Schedule to establish wages for the part-time Civilian Police Evidence Technician and Departmental Support for the Police Department via this Resolution in a public meeting.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby adopt the amendment to the 2019 Wage and Salary Schedule for fiscal year 2019 as follows:

Department	Position	Rate
Police Department	Part-Time Civilian Police Evidence Technician and Departmental Support	\$35.00 / Hour

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 24th day of June, 2019.

RADNOR TOWNSHIP

BY: _____
Name: Lisa Borowski
Title: President

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

Radnor Township

PROPOSED LEGISLATION



DATE: June 19, 2019

TO: Board of Commissioners

FROM: William M. White, Assistant Township Manager and Finance Director

LEGISLATION: Resolution 2019-62 amending the 2019 Wage and Salary schedule establishing the hourly wage for the Part-Time Civilian Police Evidence Technician and Departmental Support position.

LEGISLATIVE HISTORY: (1) The Board of Commissioners adopted Resolution 2018-143 on December 10, 2018 establishing the 2019 Wage and Salary schedule for all Township employees. (2) This would be the first amendment to the Schedule

PURPOSE AND EXPLANATION: At present, the duties that will be assigned to the Evidence Technician / Departmental Support position, are handled primarily by the investigation unit. By filling the position, the investigators will be freed of several time-consuming duties that are administrative in nature and include:

- Lab Runs
- Filing patrol criminal cases
- Filing/scan and transmit criminal case files to Media
- Filing/ Final dispositions scanned into the incidents and moved to final disposition drawers.
- Expungements
- Monthly Report (case stats)
- Crime Lab Processing Room Maintenance
- Crime Scene Vehicle Supplies and Maintenance
- Juvenile Petitions transported to Media Juvenile Court
- Order Supplies needed for the Investigation Unit
- Cell Block- General Organization/supplies: NIK kits, evidence bags, evidence tape Etc.
- Wednesday civilian fingerprints
- Clear temporary evidence lockers.

FISCAL IMPACT: There is currently a vacant police officer position. It is the intention of the Radnor Police Department to use savings from the vacant officer's position to pay the costs associated with this part-time position for 2019. Ultimately, since full-time uniformed officers cost more per hour, the long-term fiscal impact of this wage establishment will be net-positive to the General Fund

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the June 24, 2019 Board of Commissioner meeting.

RESOLUTION NO. 2019-56

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, POPLAR AVENUE, STATION AVENUE, NORTH WAYNE
AVENUE PEDESTRIAN PROJECT, REQUEST TO AUTHORIZATION TO RECEIVE
SEALED BIDS AND CHANGE ORDER #1, IN THE AMOUNT OF \$16,950**

WHEREAS, Radnor Township is the design stage of the Poplar Avenue, Station Avenue, North Wayne Avenue Pedestrian Project

WHEREAS, staff is respectfully requesting authorization to receive sealed bids for the project as soon as possible pending outside agency reviews

WHEREAS, staff is requesting authorization for payment of Change Order #1, to Gilmore & Associates for unforeseen out of scope services

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Receipt of Sealed Bids for the Poplar Avenue, Station Avenue, North Wayne Avenue Pedestrian Project and Payment of Change Order #1, to Gilmore & Associates, in the amount of \$16,950

SO RESOLVED this 24th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: June 17th, 2019

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Township Engineer

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Township Manager/Finance Director
Dennis Capella, Engineering Project Manager

LEGISLATION: Resolution #2019-56 - Poplar Avenue, Station Avenue, North Wayne Avenue Pedestrian Project, Request to Authorization to Receive Sealed Bids and Change Order #1, in the amount of \$16,950

LEGISLATIVE HISTORY: In 2017, the Township was awarded a Multimodal Transportation Fund Grant for a pedestrian project in North Wayne. The project entails pedestrian upgrades to the east side of Poplar and North Wayne, North Wayne and Station Avenues, and the south side of North Wayne Avenue. Gilmore & Associates was awarded the contract for the design and permitting on this project.

PURPOSE AND EXPLANATION: Staff is requesting to be able to post the bid as soon as design is complete, as well as request the Board authorize payment of \$16,950 for out of scope work Gilmore & Associates encountered.

- 1) *Request to receive sealed bids:* if it so pleases the Commissioners, I respectfully request authorization to receive sealed bids during the completion of the design process, so when the design is complete we can immediately post on Penn Bid
- 2) *Change order #1:* during the review process with Penn DOT, additional submissions, meetings, design, and equipment changes caused out of scope work for Gilmore & Associates. This additional work was unforeseeable when the original cost proposal (\$62,000) was approved.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, work will begin immediately to complete the design process. It is anticipated that there may be three submissions to Penn DOT, as well as two submissions to SEPTA. Assuming each agency takes its full allotted review time (up to 105 days for Penn DOT and up to 120 days for SEPTA), we anticipate having all approvals by the end of November. The bid documents will then be completed based on the approved reviews. If the reviews take the maximum time allotment, we would post on Penn BID in December of this year, and request award of the contract from the Board of Commissioners in January. Although the work is not complicated or extensive, the lead time for traffic signal items can be up to four months, putting the project duration at six months, with a completion in June of 2019.

FISCAL IMPACT: This project is partially funded by the aforementioned DCED MTF Grant:

Total Project Cost:	\$342,212
<u>Grant Proceeds:</u>	<u>\$178,400</u>
Township Funding:	\$163,812

RECOMMENDED ACTION: *Staff respectfully requests the Board of Commissioners of Radnor Township authorize the Request to Receive Sealed Bids and Change Order #1, in the amount of \$16,950 for Poplar Avenue, Station Avenue, North Wayne Avenue Pedestrian Project*

RESOLUTION NO. 2019-59

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING GILMORE AND ASSOCIATES TO PREPARE
FINAL DESIGN PERMITTING AND BIDDING DOCUMENTATION FOR THE
NORTH WAYNE AVENUE SIDEWALK, FROM WOODSWORTH COURT TO EAGLE
ROAD IN THE AMOUNT OF \$98,000**

WHEREAS, Radnor Township was awarded a grant for the above referenced project

WHEREAS, staff is respectfully requesting authorizing the contract for Gilmore and Associates for Final Design, Permitting, and Bidding Documents for the North Wayne Avenue sidewalk, from Woodsworth Court to Eagle Road in the amount of \$98,000.

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize Gilmore and Associates the contract for Final Design, Permitting, and Bidding Documents for the North Wayne Avenue sidewalk, from Woodsworth Court to Eagle Road in the amount of \$98,000.

SO RESOLVED this 24th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: June 19, 2019

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Township Engineer

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Township Manager/Finance Director
Dennis Capella, Engineering Project Manager

LEGISLATION: Resolution #2019-59: Authorizing Gilmore and Associates to prepare Final Design Permitting and Bidding Documentation for the North Wayne Avenue Sidewalk, from Woodsworth Court to Eagle Road in the amount of \$98,000

LEGISLATIVE HISTORY: In 2017, the Township was awarded a grant for this project.

PURPOSE AND EXPLANATION: Gilmore and Associates provided very preliminary engineering in order to have the appropriate plans for the grant submission. To move the project forward, detailed construction drawings, bidding documents, design of a retaining wall as well as a Penn DOT Highway Occupancy Permit is required (please note the Penn DOT Highway Occupancy Permit may take 3 to 6 months to receive).

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the service contract will be executed immediately. Construction is anticipated in 2020.

FISCAL IMPACT: The Township's portion of this project is \$332,000; **the \$98,000 design cost is included in this portion of the Township's grant match.**

RECOMMENDED ACTION: *Staff respectfully requests that the Board of Commissioners authorize Gilmore and Associates the contract for Final Design, Permitting, and Bidding Documents for the North Wayne Avenue sidewalk, from Woodsworth Court to Eagle Road in the amount of \$98,000.*

RESOLUTION NO. 2019-61

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE ENGINEERING DEPARTMENT TO APPLY
FOR A PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PennDOT)
AUTOMATED RED LIGHT ENFORCEMENT (ARLE) GRANT FOR A TRAFFIC
ADAPTIVE SYSTEM ON LANCASTER AVENUE (SR 030)**

Whereas, the Lancaster Avenue traffic corridor is frequently congested;

Whereas, the Engineering Department of Radnor Township wishes to apply the latest technology in addressing said traffic congestion in the form of a traffic adaptive signal management system;

Whereas, the Pennsylvania Department of Transportation is funding the Automated Red Light Enforcement (ARLE) grant which can be used for the aforementioned traffic adaptive system;

Whereas, the estimated total cost for the project is \$2,615,510 with the Township offering \$175,000 in matching funds provided by Villanova University in accordance with the November 24, 2014 Conditional Use Decision and Order for a land development project on-campus;

Now, therefore, be it resolved that the Board of Commissioners of Radnor Township does hereby authorize the Engineering Department to apply for an Automated Red Light Enforcement (ARLE) grant from the Pennsylvania Department of Transportation in the amount of \$2,440,510, with matching funds from the Township of \$175,000.

Be it further resolved that the Board of Commissioners of Radnor Township does hereby authorize and direct the Township Manager of Radnor Township to sign and execute all documents and agreements to assist in obtaining the requested grant.

SO RESOLVED this 24th day of June, A.D., 2019.

RADNOR TOWNSHIP

By: _____

Lisa Borowski
President, Board of Commissioners

ATTEST: _____

Robert A. Zienkowski
Township Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: June 19, 2019

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Township Engineer

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Township Manager/Finance Director
Dennis Capella, Engineering Project Manager

LEGISLATION: Resolution #2019-61: Authorizing the Engineering Department to Apply for a Pennsylvania Department of Transportation Automated Red Light Enforcement (ARLE) Grant for the Installation of a Traffic Adaptive System on Lancaster Avenue

LEGISLATIVE HISTORY: The Township unsuccessfully applied for a grant for the Traffic Adaptive System previously.

PURPOSE AND EXPLANATION: The Engineering Department wishes to apply for the ARLE Grant to fund design and construction of a traffic adaptive signal system, for Lancaster Ave (SR30), from Sugartown Road in the west to Lowry's Lane to the east. The project entails the installation and design of the traffic adaptive system at all intersections on this critical corridor, as it is classified by Penn DOT. This project also includes the installation of fiber optic cable for communication, to each intersection.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the service contract will be executed immediately.

<u>FISCAL IMPACT:</u>	Preliminary Engineering	\$ 108,228
	*Final Cost	\$ 72,152
	Construction Cost	\$1,899,370
	*Miscellaneous Services	\$ 360,760
	Total	\$2,440,510

*The cost categories are labelled as required by Penn DOT

The Township financial obligation will be the \$175,000 obtained from Villanova University during the CICD.

RECOMMENDED ACTION: *Staff respectfully requests that the Board of Commissioners authorize the submission of the grant application*

**RESOLUTION NO. 2019-57
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE PRELIMINARY/FINAL LAND
DEVELOPMENT PLAN OF MELISSA L. RAUSCHER FOR THE
PROPERTY LOCATED AT 360 CONESTOGA ROAD**

WHEREAS, Melissa L. Rauscher (“Applicant”) submitted an application for Preliminary/Final Land Development Plan approval for the property located at 360 Conestoga Road; and

WHEREAS, the Radnor Township Planning Commission and the Delaware County Planning Commission have reviewed the Applicant’s Preliminary/Final Plan submission; and

WHEREAS, the Radnor Township Board of Commissioners now intends to grant Preliminary/Final Land Development Plan approval for Applicant’s Plan.

NOW, THEREFORE, be it hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the Applicant’s Preliminary/Final Land Development Plan prepared by Edward B. Walsh & Associates, Inc., consisting of one (1) sheet, dated October 17, 2018, last revised April 9, 2019 (“Plan”), subject to the following Preliminary/Final Plan Approval conditions:

1. Compliance with the correspondence of Gannett Fleming dated May 29, 2019, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**.
2. Compliance with the following paragraphs of the Gilmore & Associates correspondence dated April 29, 2019, a copy of which is attached hereto and incorporated herein as **Exhibit “B”**:
 - a. Compliance with paragraph III.2. which requires Applicant to obtain a highway occupancy permit from the Pennsylvania Department of Transportation for Lot 2 when it is developed. Additionally, the Applicant shall include the Township on all correspondence with PennDOT when Lot 2 is developed.
 - b. Compliance with paragraph III. 3. of the Gilmore letter with respect to site distance requirements.
3. The Applicant shall execute development agreements and any other required documents in a form and manner to be approved by the Township Solicitor and shall post sufficient financial security to secure all improvements in a form acceptable to the Township.

4. The Applicant shall comply with all other applicable Township Ordinances with respect to sewage, stormwater management, zoning, and building codes, as well as all other applicable Township, County, Commonwealth, and Federal rules, regulations, codes, ordinances, and statutes.

IN ADDITION to the foregoing conditions of Preliminary/Final Plan approval, the Board does hereby approve the following waiver request:

1. SALDO §255-22-B.1(k)– as to existing principal buildings and driveways on the adjacent peripheral strip.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 24th day of June, 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Manager/Director of Finance
Patricia Sherwin, Engineering Administrative Assistant

Date: June 19, 2019

Re: Resolution # 2019-57 – 360 Conestoga Road, Final – Minor Subdivision Plan

The applicant for 360 Conestoga Road appeared before the Board of Commissioners at the June 10, 2019 regularly scheduled meeting for caucus.

They are now before the Board of Commissioners seeking Final Land Development approval for subdividing 360 Conestoga Road into two lots.

Attached for your information are the Gannett Fleming, Incorporated review letters and plan set. Resolution #2019-57 was drafted by the Township Solicitor.



*Excellence Delivered **As Promised***

Date: May 29, 2019

To: Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 360 Conestoga Road
Melissa Rauscher– Applicant

Date Accepted: April 1, 2019
90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. 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 subdivide the existing lot into two separate lots. There are no changes to roadways, sanitary or storm sewers and no stormwater management systems are proposed.

360 Conestoga Road – Minor Subdivision Plan

Plans Prepared By: Edward B. Walsh & Associates, Inc.
Dated: 02/25/2019 and revised 04/09/2019

Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval is received from the PA DEP. The applicant has submitted an exemption to be executed by the Township Engineer.

Zoning

1. All zoning requirements related to the placement of structures will be verified at the grading permit review to ensure conformation with the requirements.

Subdivision and Land Development

1. 255-22-B.1(k) - 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 (this includes properties across streets) must be shown on the plans. The applicant has requested a waiver from this requirement.



Steve Norcini, Township Engineer
360 Conestoga Road
May 29, 2019

2. §255.27.C(2) – Where a subdivision abut or contains an existing street of inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform with the required standards. Conestoga Road is a Major Collector. The right-of-way requirement is 80 feet and the cartway is 48 feet. The applicant is providing additional right-of-way and is shown as the ultimate right of way on the plan that will be dedicated in perpetuity to Penn Dot or Radnor Township.

General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded.
2. We note steep slopes along the frontage of Conestoga Road that will be disturbed to construct a driveway to access the proposed lot. No improvements are proposed at this time. Any future improvements are subject to further comments during the grading permit review.

The applicant appeared before the Planning Commission on May 6, 2019. The Planning Commission made a motion to approve the plans based on the applicant addressing staff comments, removing the hazardous tree and addressing the outstanding item on the title report. The Planning Commission approval was unanimous.

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





*Excellence Delivered **As Promised***

Date: April 29, 2019

To: Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 360 Conestoga Road
Melissa Rauscher– Applicant

Date Accepted: April 1, 2019

90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. 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 subdivide the existing lot into two separate lots. There are no changes to roadways, sanitary or storm sewers and no stormwater management systems are proposed.

360 Conestoga Road – Minor Subdivision Plan

Plans Prepared By: Edward B. Walsh & Associates, Inc.

Dated: 02/25/2019 and revised 04/09/2019

Sewage Facilities Planning

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Subdivision and Land Development

1. 255-22-B.1(k) - 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 (this includes properties across streets) must be shown on the plans. The applicant has requested a waiver from this requirement.



Steve Norcini, Township Engineer
360 Conestoga Road
April 29, 2019

2. §255.27.C(2) – Where a subdivision abut or contains an existing street of inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform with the required standards. Conestoga Road is a Major Collector. The right-of-way requirement is 80 feet and the cartway is 48 feet. The applicant is providing additional right-of-way and is shown as the ultimate right of way on the plan that will be dedicated in perpetuity to Penn Dot or Radnor Township.

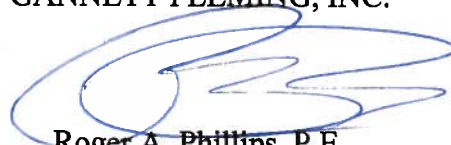
General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded.
2. We note steep slopes along the frontage of Conestoga Road that will be disturbed to construct a driveway to access the proposed lot. No improvements are proposed at this time. Any future improvements are subject to further comments during the grading permit review.

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



MEMORANDUM

Date: April 29, 2019

To: Steve F. Norcini, P.E.
Radnor Township Engineer

From: Amy Kaminski, P.E., PTOE
Gilmore & Associates, Inc.

cc: Superintendent Christopher Flanagan, Radnor Township Police Department
Kevin Kochanski, ASLA, R.L.A., Director of Community Development
John Rice, Esq. – Grim, Biehn & Thatcher
Mary C. Eberle, - Grim, Biehn & Thatcher
Roger Phillips, P.E., Senior Associate, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie A. Salsbury, P.E., Gilmore & Associates, Inc.

Reference: 360 Conestoga Road Minor Subdivision Plan
Radnor Township Escrow No. 2019-SD-03
Transportation Review 2
Radnor Township, Delaware County, PA
G&A No. 19-03065

Gilmore & Associates, Inc. (G&A) has reviewed the Minor Subdivision Land Development submission prepared for Melissa L. Rauscher and offers the following comments for your consideration:

I. BACKGROUND

The subject property is a 1.62 acre parcel located at 360 Conestoga Road (S.R. 1019) in the R-2 Residential Zoning District . The Applicant intends on subdividing the parcel to create a two lot subdivision; Lot 1 will contain the existing house with additional improvements on 1.014 acre parcel using an existing driveway access to Conestoga Road (S. R. 1019), and Lot 2 will be sold as a separate lot on a 0.536 acre size and will require a new driveway access to Conestoga Road (S.R 1019).

II. DOCUMENTS REVIEWED

1. Plan of Property of 360 Conestoga Road, Minor Subdivision Plan, prepared for Melissa L. Rauscher, prepared by Edward B. Walsh & Associates, Inc., dated October 17, 2018, lasted revised April 9, 2019, and consisting of one sheet.
2. Response Letter prepared by Edward B. Walsh & Associates, Inc., dated April 10, 2019.

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

1. §255-27.B(3)(c) and §255-27.C(1) – Conestoga Road is identified as a Major Collector and therefore requires an 80 feet Right-of-Way and 48 feet cartway width. The plan identifies a 40 feet half-width Right-of-Way on Conestoga Road and a 33 feet cartway width.
2. §255-27.A(8) – Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. Lot 2 will require a Highway Occupancy Permit for the eventual driveway to Conestoga Road (S.R. 1019); the Applicant has indicated agreement to include the Township on all correspondence with PennDOT when Lot 2 is developed.
3. §255-27.I(5) – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. The existing driveway for Lot 1 appears to include stone walls and vegetation located within the driveway sight lines. The Applicant has included the existing/available sight distance on the submitted plan; however, it appears the left sight lines may be deficient based on the posted speed limit and the roadway grade. We recommend the Applicant consider trimming vegetation along Conestoga Road to improve the left sight distance.
4. §255-37.A. – Sidewalks and pedestrian paths shall minimize pedestrian-vehicle conflict and shall be provided when required by the Board of Commissioners. There are no sidewalks along this section of Conestoga Road; however, the Radnor Trail runs along the rear of both lots.

Please contact this office if you have any questions or concerns related to this review.



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering Design / Consultation Services
Lionville Professional Center
125 Dowlin Forge Road
Exton, PA 19341

April 10, 2019

Patricia Kaufman
Gannett Fleming
P.O. Box 80794
Valley Forge, Pa. 19484

Dear Patricia;

We have revised the 360 Conestoga Road plans in accordance with the Gannett Fleming March 20, 2019 review letter the Gilmore & Associates March 18, 2019. The following letter is to accompany the revisions. This letter's enumeration follows that of your review letter.

Gannett Fleming Letter

Sewage Facilities Planning

1. We concur that Radnor Township will not issue final approval until we receive Planning Module approval. To that end the Planning Module exemption request has been submitted to Radnor Township.

Zoning

1. We concur as no structures or improvements are being proposed at this time.

Subdivision

1. A title report is in the process of being completed and we will provide that report upon our receipt. We initially asked for a waiver of that requirement but that waiver was not supported by the Planning Commission or the Township solicitor so the report will be provided.
2. A complete outline survey was performed by my office. We have added ties to the deeds and intersections. Additionally the course and distances for the 50 wide parcel excepted from the deed has been added to the plan.
3. No new structures or improvements are being proposed within this subdivision and continue to seek a waiver from the provision of providing existing conditions within 500' of the property. This waiver request was supported by the Planning Commission at their last meeting.
4. We have added the lane widths and paved width of Conestoga Road to the plans.

General

1. New deeds will be prepared and recorded at the Time of plan recording.
2. Commentary.

Gilmore & Associates

Subdivision

1. The paved cartway width and lane widths of Conestoga Road have been added to the plan.
2. We concur and we will copy Radnor Township on any correspondence with Penn DOT when an HOP permit is applied for.

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
Pennsylvania, New Jersey, Delaware, Maryland
610-903-0060 FAX 610-903-0080
www.ebwalshinc.com
Established 1985

April 10, 2019
360 Conestoga Road response letter

3. We have added the existing sight distance for the existing driveway to the plan. This is an existing condition that is not being modified.
4. Commentary.

I believe we have addressed all of your concerns within this submission. If you have any questions or need any additional information please contact me.

Very truly yours,
EDWARD B. WALSH & ASSOC., INC.

A handwritten signature in black ink, appearing to read "Andrew Eberwein". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Andrew Eberwein
Project Manager



DELAWARE COUNTY PLANNING COMMISSION

1055 E. Baltimore Pike

Media, PA 19063

Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

COUNCIL

JOHN P. McBLAIN
CHAIRMAN

COLLEEN P. MORRONE
VICE CHAIRMAN

MICHAEL F. CULP
KEVIN M. MADDEN
BRIAN P. ZIDEK

LINDA F. HILL
DIRECTOR

April 18, 2019

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

RE: Name of Dev't: 360 Conestoga Road
DCPD File No.: 34-7436-19
Developer: Melissa L. Rauscher
Location: West side of Conestoga Road,
approximately 800' north of Church Road
Recv'd in DCPD: March 13, 2019

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on April 18, 2019, the Commission took action as shown in the recommendation of the attached review.

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

Very truly yours,

Linda F. Hill
Director

cc: Melissa L. Rauscher
Edward B. Walsh and Associates, Inc.



1055 E. Baltimore Pike
Media, PA 19063
Phone: (610) 891-5200
Email: planning_department@co.delaware.pa.us

Date: April 18, 2019
File No.: 34-7436-19

PLAN TITLE: 360 Conestoga Road
DATE OF PLAN: February 25, 2019
OWNER OR AGENT: Melissa L. Rauscher
LOCATION: West side of Conestoga Road,
approximately 800' north of Church
Road
MUNICIPALITY: Radnor Township
TYPE OF REVIEW: Subdivision
ZONING DISTRICT: R-2
SUBDIVISION ORDINANCE: Local
PROPOSAL: Subdivide 1.620 acres into two lots
UTILITIES: Public
RECOMMENDATIONS: Approval, with consideration given
to staff comments
STAFF REVIEW BY: Michael A. Leventry
REMARKS:

CURRENT PROPOSAL

The applicant proposes to subdivide one parcel into two, retaining an existing single-family detached dwelling on the first and creating a second parcel for future development.



Date: April 18, 2019
File No.: 34-7436-19

REMARKS (continued):

SITE CHARACTERISTICS

The site is located in a neighborhood comprised of single-family detached dwellings. The site has steep slopes along its frontage.

APPLICABLE ZONING

The proposal is located within the R-2 district and is subject to applicable regulations set forth in the Township zoning code.

STEEP SLOPES

The Township Engineer should review the proposal for compliance with Section 280-112 pertaining to steep slopes. Consideration should be given to moving the existing curb cut easterly on Lot 1 in an area that does not impact slopes and sharing the new curb cut between the two parcels.

HIGHWAY OCCUPANCY PERMIT

In accordance with Section 508(6) of the Pennsylvania Municipalities Planning Code, the Township Engineer should confirm if the plan will need a highway occupancy permit(s) for access onto Conestoga Road (S.R. 1019).

SEWAGE FACILITIES

The developer should contact the Pennsylvania Department of Environmental Protection regarding the need for sewage facilities planning approval.

The Township should confirm receipt of any necessary Pennsylvania Department of Environmental Protection planning approval prior to final approval.

Date: April 18, 2019
File No.: 34-7436-19

REMARKS (continued):

STORMWATER MANAGEMENT

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

HISTORIC SIGNIFICANCE

The proposed activity of subdividing the site into two lots will have no effect, but it is hoped that subsequent development of the other lot will retain the overall historic character of the area.

RECORDING

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



DELAWARE COUNTY PLANNING DEPARTMENT

1055 E. Baltimore Pike

Media, PA 19063

Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

COUNCIL

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BRIAN P. ZIDEK

LINDA F. HILL
DIRECTOR

March 28, 2019

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

RE: Title: 360 Conestoga Road
Applicant(s): Melissa L. Rauscher
File Number: 34-7436-19
Meeting Date: 04/18/2019
Municipality: Radnor Township
Location: West side of Conestoga Road, approximately 800'
north of Church Road
Received: 03/13/2019

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 Michael Leventry at (610) 891-5215.

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
Director

cc: Melissa L. Rauscher
Edward B. Walsh and Associates, Inc.



From: Bill Filip <wfilip@delanceyllc.com>
Sent: Monday, April 01, 2019 2:24 PM
To: Steve Norcini <snorcini@radnor.org>
Cc: Bill Filip <wfilip@delanceyllc.com>
Subject: 360 Conestoga Road Meeting Tonight

To: Steve Norcini, Township Engineer

From: William Filip, 362 Conestoga Road, Wayne PA 19087

Re: Development of 360 Conestoga Road, Wayne PA 19087

Hi Steve,

You may recall we talked briefly last week about the development my neighbor's adjacent property at 360 Conestoga Road. I live on the adjacent property at 362 Conestoga Road (sharing a property line).

Unfortunately I cannot attend tonight's meeting as I am out of town on business.

I have no problem with my neighbor responsibly developing the lot – it's their property. Obviously, I hope the development is in a high quality manner consistent with the neighborhood. However, I do have a number of serious concerns.

My biggest concern is the impact this development would have on an already bad **water runoff management problem**. The grading of the property alongside my property line is at times nearly vertical by several feet (from the old clay tennis court level, down to my property is extreme). However the entire length of the property line has extreme grading and water intensely migrates to my property in heavy rain.

We already have very significant water drainage issue from that property to mine, and I am concerned about this initiative worsening it. Can a water runoff analysis be one and recommendation made on how to handle the water in order to avoid further water issues?

Again, I cannot over emphasize that "as is" there is a big problem, and I am concerned that any future development would make an already bad situation much worse. Worse in terms of water runoff flooding my property (foundation/basement/garage) as well as water flooding the Conestoga Road at this busy intersection (which has happened).

Second, I would like to specifically understand the exact lot line as I have done a log of landscaping to improve the appearance between the properties and if these hedges are not on my property, I would like the right to either let them remain there (preference) or move them to if necessary to adjust to the property line. It is impossible to tell where the property line is at this point.

Third, before any construction begins I would like the massive dead tree (huge huge dead tree) on the property cut down or cut lower, as it could fall on to my house and cause massive damage. The tree is completely dead and is HUGE. The tree poses a high risk to my house and

possibly could hit cars on Conestoga Road. So I would not want any machinery on the site that could enhance the risk of the tree falling. The tree needs to be taken down anyway and poses a big risk.

I return from the west coast Thursday April 4th and can be reached at 610-888-3865 to clarify any of the above.

Regards,

Bill Filip
362 Conestoga Road
Wayne PA 19087
Cell 610-888-3865

William J. Filip | Managing Director
DELANCEY STREET PARTNERS
484.533.6312 (o) | 610.888.3865 (m)
wfilip@delanceyllc.com
300 Barr Harbor Drive | Suite 420
West Conshohocken, PA 19428
www.delanceystreetpartners.com

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*Excellence Delivered **As Promised***

Date: March 20, 2019

To: Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 360 Conestoga Road
Melissa Rauscher– Applicant

Date Accepted: April 1, 2019

90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. 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 subdivide the existing lot into two separate lots. There are no changes to roadways, sanitary or storm sewers and no other changes from the originally approved land development plans or stormwater management systems are proposed.

360 Conestoga Road – Minor Subdivision Plan

Plans Prepared By: Edward B. Walsh & Associates, Inc.

Dated: 02/25/2019

Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval is received from the PA DEP. The applicant has submitted an exemption to be executed by the Township Engineer.

Zoning

1. All zoning requirements related to the placement of structures will be verified at the grading permit review to ensure conformation with the requirements.

Subdivision and Land Development

1. 255-18-B. – A title report, including but not limited to a list of all encumbrances and, if appearing of record, the book and page numbers must be submitted. The applicant is requesting a waiver from this requirement.



2. §255.20.B(1)(j) – A complete outline survey of the property to be subdivided or developed, showing all courses, distances, tie-ins to all adjacent intersections, and areas must be shown on the plans. Courses and distances must be shown on the plan for the 50 foot wide parcel that is referred to on the deed as excepting thereout and therefrom.
3. 255-22-B.1(k) - 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 (this includes properties across streets) must be shown on the plans. The applicant has requested a waiver from this requirement.
4. §255.27.C(2) – Where a subdivision abut or contains an existing street of inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform with the required standards. Conestoga Road is a Major Collector. The right-of-way requirement is 80 feet and the cartway is 48 feet. The applicant has labeled the 40 feet half-width on Conestoga road, but not the cartway. This must clearly be labeled on the right-of-way on the plans.

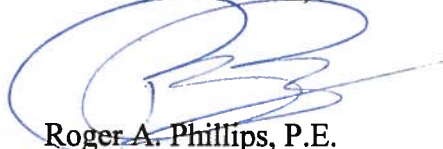
General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded.
2. We note steep slopes along the frontage of Conestoga Road that will be disturbed to construct a driveway to access the proposed lot. No improvements are proposed at this time. Any future improvements are subject to further comments during the grading permit review.

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



MEMORANDUM

Date: March 18, 2019

To: Steve F. Norcini, P.E.
Radnor Township Engineer

From: Amy Kaminski, P.E., PTOE
Gilmore & Associates, Inc.

cc: Superintendent Christopher Flanagan, Radnor Township Police Department
Kevin Kochanski, ASLA, R.L.A., Director of Community Development
John Rice, Esq. – Grim, Biehn & Thatcher
Mary C. Eberle, - Grim, Biehn & Thatcher
Roger Phillips, P.E., Senior Associate, Gannett Fleming, Inc.
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie A. Salsbury, P.E., Gilmore & Associates, Inc.

Reference: 360 Conestoga Road Minor Subdivision Plan
Radnor Township Escrow No. 2019-SD-03
Transportation Review 1
Radnor Township, Delaware County, PA
G&A No. 19-03065

Gilmore & Associates, Inc. (G&A) has reviewed the Minor Subdivision Land Development submission prepared for Melissa L. Rauscher and offers the following comments for your consideration:

I. BACKGROUND

The subject property is a 1.684 acre parcel located at 360 Conestoga Road (S.R. 1019) in the R-2 Residential Zoning District. The Applicant intends on subdividing the parcel to create a two lot subdivision; Lot 1 will contain the existing house with additional improvements on 1.014 acre parcel using an existing driveway access to Conestoga Road (S. R. 1019), and Lot 2 will be sold as a separate lot on a 0.536 acre size and will require a new driveway access to Conestoga Road (S.R 1019).

II. DOCUMENTS REVIEWED

Plan of Property of 360 Conestoga Road, Minor Subdivision Plan, prepared for Melissa L. Rauscher, prepared by Edward B. Walsh & Associates, Inc., dated February 25, 2019, and consisting of one sheet.

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

1. §255-27.B(3)(c) and §255-27.C(1) – Conestoga Road is identified as a Major Collector and therefore requires an 80 feet Right-of-Way and 48 feet cartway width.

The plan identifies a 40 feet half-width Right-of-Way on Conestoga Road and an undefined cartway width. The plan shall be revised to identify the cartway width and verify compliance with this section of the ordinance or request a waiver.

2. §255-27.A(8) – Any applicant who encroaches within the legal right-of-way of a state highway is required to obtain a highway occupancy permit from the Pennsylvania Department of Transportation. Lot 2 will require a Highway Occupancy Permit for the eventual driveway to Conestoga Road (S.R. 1019); the Applicant will be required to include the Township on all correspondence with PennDOT.
3. §255-27.1(5) – Driveways shall be so located and designed as to provide a reasonable sight distance at street intersections. The existing driveway for Lot 1 appears to include stone walls and vegetation located within the driveway sight lines. Verify adequate sight distance is available for the existing driveway as required under Pennsylvania Code Title 67 *Transportation*, §441.8(h) *Sight distance*.
4. §255-37.A. – Sidewalks and pedestrian paths shall minimize pedestrian-vehicle conflict and shall be provided when required by the Board of Commissioners. There are no sidewalks along this section of Conestoga Road; however, the Radnor Trail runs along the rear of both lots.

Please contact this office if you have any questions or concerns related to this review.



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering Design / Consultation Services
Lionville Professional Center
125 Dowlin Forge Road
Exton, PA 19341

March 26, 2019

Radnor Township Commissioners
301 Iven Avenue
Wayne, Pa. 19087

Dear Township Commissioners

Edward B. Walsh and Associates, Inc. authorized by and acting as agents for Mrs. Melissa Rauscher is respectfully requesting a waiver from Section 225.18-B of the Township Subdivision and Land Development Ordinance. Said section requires a title report to be submitted with an application for subdivision. My client has submitted a minor subdivision application for her property at 360 Conestoga Road. The reason for our request is that Mrs. Rauscher has owned and lived at the property since 1996 and no easements or encumbrances existed when she purchased the property and none have been established on the property for the 23 years that she has lived there.

Based on the above we respectfully request a waiver from the ordinance to not require a Title report.

Thank you for you consideration of this request.

Very truly yours,
EDWARD B. WALSH & ASSOC., INC.


Andrew Eberwein
Project Manager
Cc Mrs. Melissa Rauscher

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
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EDWARD B. WALSH & ASSOCIATES, INC.
 Lionville Professional Center
 125 DowlIn Forge Road
 Exton, PA 19341-1550
 610-903-0060 Fax: 610-903-0080

LETTER OF TRANSMITTAL

TO:
 Radnor Township

DATE	3/6/19	JOB NO.	4484
ATTN:	Patricia		
RE:	360 Conestoga Rd. Minor Subdivision		
VIA:	del		

- WE ARE SENDING YOU
- Attached
 - Under separate cover via _____
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Calcs
 - Copy of Letter
 - Change Order
 - Diskette

COPIES	DATE	NO.	DESCRIPTION
19			plan sets (8 signed and notarized)
3			thumb drives
1			application
11			11 x 17 plans

THESE ARE TRANSMITTED as marked below:

- For Approval
- Approved as submitted
- Resubmit _____ copies for approval
- For your use
- Approved as noted
- Submit _____ copies for distribution
- As requested
- Returned for corrections
- Return _____ corrected prints
- For review and comment
- Other _____
- For Bids Due: _____, 20 _____
- PRINTS RETURNED AFTER LOAN TO US

REMARKS

Melissa email:
 mludwig.rauscher@gmail.com
 1-917-6081584

SIGNED:
 Andrew Eberwein
andy@ebwalshinc.com

CC: _____
 FILE

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 360 Conestoga Road

Zoning District B-2

Application No. _____
(Twp. Use)

Fee \$ 1500.00

Ward No. 6

Is property in HARB District No

Applicant: (Choose one) Owner X

Equitable Owner _____

Name Melissa L. Rauscher

Address 360 Conestoga Rd. Wayne, Pa. 19087

Telephone _____ Fax _____ Cell 917-608-1584

Email mludwig.rauscher@gmail.com

Designer: (Choose one) Engineer X

Surveyor _____

Name Edward B. Walsh and Associates Inc.

Address 125 Dowlin Forge Rd. Exton, Pa. 19341

Telephone 610-903-0029 Fax 610-903-0080

Email andyee@ebwalshinc.com

Area of property 70,610 S.F.

Area of disturbance ±23,000 S.F.

Number of proposed buildings 1

Proposed use of property Res. Subdivision / Home

Number of proposed lots 2 total (1 new)

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.

N/A

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

None

Individual/Corporation/Partnership Name

Melissa L. Rauscher

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

Melissa L. Rauscher

Print Name

Melissa Louise Rauscher

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

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

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPLICANT

Name Melissa L. Rauscher E-mail mludwig.rauscher@gmail.com

Address 360 Conestoga Road Wayne, Pa. 19087 Phone 917-608-1684

Name of Development 360 Conestoga Road

Municipality Radnor Township

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm Edward. b. Walsh and Associates, Inc. Phone 610-903-0029

Address 125 Dowlin forge Road Exton, Pa, 19341

Contact Andrew Eberwein E-mail andye@ebwalshinc.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 checked="" type="checkbox"/> Steep Slopes

Zoning District R-2 residential

Tax Map # 38 / 21 / 215

Tax Folio # 36 / 03 / 01622 / 00

STATEMENT OF INTENT

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

The property is currently used for one house, driveway, garage and pool.

The proposed use is for two lots. One will contain the exiting house and the other will be sold for a new house.

Total Site Area	<u>1.62</u>	Acres
Size of All Existing Buildings	<u>3146</u>	Square Feet
Size of All Proposed Buildings	<u>n/a</u>	Square Feet
Size of Buildings to be Demolished	<u>n/a</u>	Square Feet

Melissa I. Rauscher
Print Developer's Name

Melissa I. Rauscher
Developer's Signature

MUNICIPAL SECTION

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting _____

Local Governing Body Regular Meeting _____

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

Actual Date Needed _____

IMPORTANT: If previously submitted, show assigned DCPD File # _____

Print Name and Title of Designated Municipal Official

Phone Number

Official's Signature

Date

FOR DCPD USE ONLY

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

Applications with original signatures must be submitted to DCPD.

This Indenture Made the

35th day of January (1946) in the year of our Lord
one thousand nine hundred and ~~forty~~ ^{forty six}

Between

WILLIAM L. GRALA, Trustee of the William L. Grala Revocable Trust and BABBETTE L. GRALA, Trustee of the Babetta L. Grala Revocable Trust

(hereinafter called the Grantors)

AND

FRANK J. RAUSCHER, III and MELISSA L. RAUSCHER, Husband and Wife

(hereinafter called the Grantees)

of the other part, **Witnesseth**, That the said Grantors

for and in consideration of the sum of FOUR HUNDRED SEVENTY THOUSAND
lawful money of the United States of America, unto them well and truly paid by the said
Grantees
do and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enjoyed, released and confirmed and by these presents do

grant, bargain, sell, alien, enjoy, release and confirm unto the said Grantees, their heirs

and assigns,

ALL THAT CERTAIN lot or piece of land, Hereditaments and Appurtenances, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, consisting of 4 lots shown on the Plan of property of Richard H. Watson's Estate made by Franklin and Company, dated April 29, 1912 and described according to a survey by said Franklin and Company, made April 25, 1921 as follows, to wit:

BEGINNING at a stake near the Southwesterly side of Conestoga of Old Lancaster Road, 408.78 feet Southeastwardly measured along the property line from a stone in the middle of Brook Road; thence extending along said property line and near said side of said Conestoga Road, South 50 degrees, 30 minutes 20 seconds East 400 feet to a stake within said road; thence South 39 degrees 29 minutes 40 seconds West 206.68 feet to the Northeastery right of way line of the Philadelphia and Western Railway; thence along said right of way line, North 53 degrees 49 minutes 20 seconds West 66.2 feet to a sign and North 50 degrees 9 minutes 20 seconds West 333.92 feet to a corner of land of Edward T. Alexander and Helen S., his wife and thence by the latter land, North 39 degrees 29 minutes, 40 seconds East 208.64 feet to the place of beginning.

E.O.C. = 0.17'

EXCEPTING THEREOUT AND THEREFROM premises conveyed by George M. Smith and wife to Helen S. Alexander, wife of Edward T. Alexander by Deed dated June 3, 1921 and recorded in Deed Book

2019-5-03

501 at Page 192, and described as follows: ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake near the Southwesterly side of Conestoga Road or Old Lancaster Road 408.78 feet Southeastwardly measured along the property line from a stone in the middle of Brook Road; thence extending along said property line and near said side of said Conestoga Road, South 50 degrees 30 minutes 20 seconds East 50 feet; thence by other land of the grantors, South 39 degrees, 29 minutes, 40 seconds West 288-945 feet to the Northeastly right of way line of the Philadelphia and Western Railway; thence along said right of way line, North 50 degrees 9 minutes 20 seconds West 50 feet to a corner of land of Edward T. Alexander and Helen S., his wife and thence by the latter land, North 39 degrees, 29 minutes 40 seconds East 208.64 feet to the place of beginning.

TOGETHER with all the right, title and interest of the Grantors, of, in and to so much land as lies between and in front of the property line above described and the Southwesterly side of Conestoga Road as at present located and opened on the ground.

BEING the same premises which William L. Grala, Jr. and Babette L. Grala, by Indenture dated 9/5/1995 and recorded in the Office of the Recorder of Deeds of Delaware County in Volume 1407 page 1647, granted and conveyed unto William L. Grala, Trustee of the William L. Grala Revocable Trust dated 8/9/1995 and Babette L. Grala, Trustee of the Babette L. Grala Revocable Trust dated 8/9/1995, in fee.

BEING FOLIO NO. 36-03-01622-00.

TAX 4,700.00
7,050.00

202.85

216:001

RADNOR TWP RTT	7050.00
PA TRANS TAX	4700.00
TOTAL	11750.00
CHECK	4700.00
COMMONWEALTH OF PENNSYLVANIA	
DEPARTMENT OF REVENUE	
REALTY TRANSFER TAX	
CHECK	4700.00
33CL 0972 02-06-96 171335TH	7050.00
CHECK	
ITEM 2	
02-06-96 TUE 02	HELEN 0972 171335TH

Together with all and singular buildings, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said Grantors in law, equity,
or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground with the buildings and improvements thereon erected unto the said
hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances,
Grantees, their heirs and assigns to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever

And the said Grantors, for themselves, their executors, administrators, successors, covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they the said Grantors have

not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said Grantors have hereunto set their hands and seals, the day and year aforesaid.

SEALED AND DELIVERED
IN THE PRESENCE OF ME:

Robert Grant

William L. Grala (SEAL)
WILLIAM L. GRALA, Trustee of the
William L. Grala Revocable Trust

Babette L. Grala (SEAL)
BABETTE L. GRALA, Trustee of the
Babette L. Grala Revocable Trust

Received, the day of the date of the above indenture, of the within named Grantee

On this, the 31st day of January 1976, before me

, the undersigned officer, personally appeared WILLIAM L. GRALA, Trustee of the William L. Grala Revocable Trust and BABBETTE L. GRALA, Trustee of the Babbette L. Grala Revocable Trust of [State], known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledge d that they executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL
APRILENE A. TUNOLO, Notary Public
Rednor Township, Delaware County
My Commission Expires March 16, 1987

Grala Seal

On this, the [] day of [] 19 [], before me, the undersigned officer, personally appeared [] who acknowledged himself (herself) to be the [] a corporation, and that he as such [] being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as

In Witness Whereof, I hereunto set my hand and official seal.

The address of the within named Grantee is 360 Conestoga Rd
Rednor Pa 19087
[Signature] of the Grantee

Annex 25000113

96FEB -6 AM 11:25

TA 44
0112113

WILLIAM L. GRALA, Trustee for the William L. Grala Revocable Trust and BABBETTE L. GRALA, Trustee for the Babbette L. Grala Revocable Trust

TO

FRANK J. RAUSCHER, III and MELISSA L. RAUSCHER, Husband and Wife

Folio No. 36-03-01622-00

1991 John C. Clark Company, Philadelphia 7721

Premises: 360 Conestoga Road Rednor Township Delaware County, PA

RECORDER OF DEEDS
DELAWARE CO., PA

006346

Recorded in the office for the recording of deeds in and for

In Deed Book No. page &c.

Witness my hand and seal of Office this day of

Annex Domical 19

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Frank X. Bennett, Esq.
150 East Swedesford Road
Wayne, Pennsylvania 19087
(610) 688-7985

Issuing Office:
ALTA® Universal ID:
Loan ID Number:
Commitment Number: FXB MISC-RAUSCHER
Issuing Office File Number:
Property Address:
Revision Number:

1. Commitment Date: February 19, 2019

2. Policy to be issued: Proposed Policy Amount

(a) 2006 ALTA Owner's Policy Proposed Insured: \$

(b) 2006 ALTA Loan Policy Proposed Insured: \$

(c) (Additional Policy Option) Proposed Insured: _____

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Frank J. Rauscher, III and Melissa L. Rauscher, also known as Melissa Ludwig, husband and wife

5. The Land is described as follows:

See attached Schedule A, Page 2: "Exhibit A – Legal Description"

360 Conestoga Road
Radnor Township
Delaware County, State of Pennsylvania

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File No.: _____

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 8

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit A – Legal Description

ALL THAT CERTAIN lot or piece of ground, Hereditaments and Appurtenances, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, consisting of 4 lots shown on the Plan of Property of Richard H. Watson's Estate made by Franklin and Company, dated April 29, 1912 and described according to a Survey by said Franklin and Company, made April 25, 1921, as follows, to wit:

BEGINNING at a stake near the Southwesterly side of Conestoga Road or Old Lancaster Road 408.78 feet Southeastwardly measured along the property line from a stone in the middle of Brook Road; thence extending along said property line and near said side of said Conestoga Road, South 50 degrees, 30 minutes, 20 seconds East, 400 feet to a stake within said Road; thence South 39 degrees, 29 minutes, 40 seconds West, 206.68 feet to the Northeasterly Right-of-Way Line of the Philadelphia and Western Railway; thence along said Right-of-Way Line, North 53 degrees, 49 minutes, 20 seconds West, 66.2 feet to a stone; and North 50 degrees, 9 minutes, 20 seconds West, 333.92 feet to a corner of land now or late of Edward T. Alexander and Helen S., husband and wife; and thence by the latter land, North 39 degrees, 29 minutes, 40 seconds East, 208.64 feet to the place of beginning.

EXCEPTING THEREOUT AND THEREFROM Premises conveyed by George M. Smith and wife to Helen S. Alexander, wife of Edward T. Alexander by Deed dated June 3, 1921 and recorded in Deed Book 501 page 192, and described as follows:

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake near the Southwesterly side of Conestoga Road or Old Lancaster Road 408.78 feet Southeastwardly measured along the property line from a stone in the middle of Brook Road; thence extending along said property line and near said side of said Conestoga Road, South 50 degrees, 30 minutes, 20 seconds East, 50 feet; thence by other land now or late of the Grantors, South 39 degrees, 29 minutes, 40 seconds West, 208.945 feet to the Northeasterly Right-of-Way Line of the Philadelphia and Western Railway; thence along said Right-of-Way Line, North 50 degrees, 9 minutes, 20 seconds West, 50 feet to a corner of land now or late of Edward T. Alexander and Helen S., husband and wife; and thence by the latter land, North 39 degrees, 29 minutes, 40 seconds East, 208.64 feet to the place of beginning.

TOGETHER with all the right, title and interest of the Grantors, of, in and to such much land as lies between and in front of the property line above described and the Southwesterly side of Conestoga Road as at presented located and opened on the ground.

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ALTA Commitment For Title Insurance 8-1-16

Page 2 of 8

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit A – Legal Description

BEING the same premises which William L. Grala, Trustee of the William L. Grala Revocable Trust and Babette L. Grala, Trustee of the Babette L. Grala Revocable Trust, by Indenture bearing date the 31st day of January, A.D. 1996 and recorded the 6th day of February, A.D. 1996 in the Office of the Recorder of Deeds, in and for the County of Delaware, aforesaid, in Volume 1440 page 2110, granted and conveyed unto Frank J. Rauscher, III and Melissa L. Rauscher, husband and wife, in fee.

AND THE SAID Melissa L. Rauscher is also known as Melissa Ludwig.

UNDER AND SUBJECT to restrictions of record.

BEING FOLIO NUMBER 36-03-01622-00.

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ALTA Commitment For Title Insurance 8-1-16

Page 3 of 8

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No. FXB MISC-RAUSCHER

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Payment of all taxes, charges or assessments levied and assessed against the subject premises, which are due and payable.
5. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid and/or have released of record all liens or notices of intent to perfect a lien for labor or materials.
6. Disclosure of any unrecorded leases or rights of parties in possession.
7. Proof of identity, legal age, competency of Grantors/Mortgagors and marital status (including deaths and divorces) affecting any individual Grantors/Mortgagors, herein.
8. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
9. Proof to be provided that grantor/mortgagor holding record title has not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this commitment/binder. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added.
10. Provide Municipal/Township, County and School tax receipts for the current and prior three years.
11. Provide WATER AND SEWER RENTS RECEIPTS for the current and prior three years.
Parcel Identification Number: 36-03-01622-00
ASSESSMENT VALUE: \$514,390.00
12. LIEN LETTER must be furnished from the Municipality and/or Municipal Authority showing that there are no unfiled municipal liens, claims, or required tap-in fees.

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File No.: _____

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 8

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

13. OWNER'S AND/OR BUYER'S AFFIDAVIT on this Company's form to be executed and submitted to this Company.
14. Proof that there are no overdue SUPPORT obligations of record with the Department of Public Welfare or the Domestic Relations Section of the Family Court Division of Delaware County, of the parties to this transaction, up through the date of recording of the instruments to be insured.
15. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not SPECIALLY DESIGNATED NATIONALS subject to the provisions of President's Executive Order Targeting Terrorist Assets..
16. CONVEYANCES ONLY: TO BE PRODUCED: Social Security Number(s) or Tax Identification Number(s), along with future address(s) of the seller(s) must be furnished to comply with reporting requirements of the IRS.
17. NEW CONSTRUCTION involving all commercial properties or residential properties the value of which will be \$1 million or over: Proof by must be provided by affidavit that any mortgage will be one of the following:
 - a. a purchase money mortgage as defined by 42 PaC.S. §8141(1)
 - b. an open-end construction loan as defined by 42 PaC.S. §8143(f) the proceeds of which must be used only to pay for the purchase of the insured property or to pay for the cost of construction of the improvement on the insured property and nothing else
 - c. the mortgage is recorded prior to the first visible commencement of work.
18. Satisfaction, release, or subordination of the following MORTGAGES:
 - a. \$381,500.00; Melissa L. Rauscher and Frank J. Rauscher, III to PNC Bank, National Association, dated April 14, 2003 and recorded June 4, 2003 in Record Book 2798 page 49.
 - b. \$150,000.00 (OPEN-END MORTGAGE); Melissa Ludwig, also known as Melissa L. Rauscher, and Frank J. Rauscher, III to PNC Bank, National Association, dated April 14, 2003 and recorded June 19, 2003 in Record Book 2816 page 101.

NOTE: If the above mortgage(s) appears to secure a revolving line of credit it must be either satisfied of record or (only in the case of a refinance) subordinated to the lien of the insured mortgage. If you pay this mortgage off in connection with this closing, it is imperative to request that the lender satisfy the mortgage of record and to not permit the borrower to make additional draws on this line of credit. This request must be sent certified mail, return receipt requested.

19. Satisfaction, release, or subordination of the following:
 - a. JUDGMENTS:
None.
 - b. FEDERAL LIENS:
None.
 - c. MECHANICS, MUNICIPAL CLAIMS AND REAL ESTATE TAX LIENS:
None.

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ALTA Commitment For Title Insurance 8-1-16

Page 2 of 8

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- d. BANKRUPTCIES:
None.
- e. FINANCING STATEMENTS:
None.

20. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records:

- a. DEED in the original principal amount of \$ _____
FROM: Frank J. Rauscher, III and Melissa L. Rauscher, also known as Melissa Ludwig, husband and wife
TO: _____
- b. MORTGAGE in the original principal amount of \$ _____
FROM: _____
TO: _____

Corporate deeds/mortgages must be executed pursuant to proper corporate authority, and the Company must be furnished with copies of Board resolutions authorizing the execution of such documents.

- 21. Certification required as to stormwater management for Radnor Township.
- 22. Name(s) of Purchaser(s) to be disclosed and additional searches made, and possible additional objections added hereto.
- 23. Please be advised that we have no knowledge, training or experience in matters that are unrelated to abstracting titles, conveyancing, or title insurance, including such matters as zoning/subdivision, structural repairs, environmental, water infiltration, wetlands, termites or onsite sewage systems, and we do not intend to, and cannot, provide services or advice to you on such matters. If you are faced with issues regarding such matters, you should consult a lawyer, engineer, architect or other appropriate consultant of your choice.

NOTICE: Please be aware that due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

THE COMPANY MAY MAKE OTHER REQUIREMENTS OR EXCEPTIONS UPON ITS REVIEW OF THE DOCUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED OR OTHERWISE ASCERTAINING DETAILS OF THE TRANSACTION.

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ALTA Commitment For Title Insurance 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: FXB MISC-RAUSCHER

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defects, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met .
2. Discrepancies or conflicts in boundary lines, easements, encroachments, or area content which a satisfactory survey would disclose.
3. Any lien, or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
4. Rights or claims of parties in possession or under agreements of sale not shown by public records.
5. Taxes or special assessments which are not shown on the public record.
6. Possible additional tax assessments for new construction and or major improvements.
7. Any reservation, restriction, limitations, conditions or agreements set forth in the instrument by which title is vested in the insured.
8. Excepting and reserving that portion of the premises lying in and along the roadbed(s); subject to public and private rights thereon.
9. Company assumes no liability for the possible designation of the premises insured hereunder as a Wetlands Area by any governmental agency.
10. Subject to any line rights of way including electric line, telephone line, cable line, water and sewer line rights of way in use and existing in, on, or under the ground and all rights in relation thereto.
11. Amount and computation of area or acreage is not insured.
12. Any lease, grant, exception or reservation of oil or gas rights, storage rights, or minerals or mineral rights appearing in the Public Records.

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ALTA Commitment For Title Insurance 8-1-16

Page 1 of 8

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

13. Restrictions as in Deed Book 544 page 296, but omitting any restrictions based on race, color, religion, sex, handicap, familial status, or national origin.
14. Premises in Question is bounded on the rear by the right of way of the Philadelphia and Western Railway Company; rights of said Railroad Company, including the right to elevate or depress its tracks.

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ALTA Commitment For Title Insurance 8-1-16

Page 2 of 8

Name and Address of Sender

Asst. Sec
300 Conestoga Road
Wayne Pa 19087

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation Restricted Delivery

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage

(Extra Service) Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.



1.	OSWALD WILLIAM G & LINDALEE V 710 CHESWALD CT WAYNE, PA 19087																		
2.	BATT GEOFFREY 15 KINTERRA RD WAYNE, PA 19087																		
3.	KULP CHRISTOPHER M & MARNIE B 12 KINTERRA RD WAYNE, PA 19087																		
4.	TORG JOSEPH S 401 CONESTOGA RD ST DAVIDS, PA 19087																		
5.	HUBLEY ROBERT D 421 CONESTOGA RD WAYNE, PA 19087																		
6.	BERLAND JEAN CHRISTOPHER & LAURA 410 CONESTOGA RD WAYNE, PA 19087																		
7.	KATHOL ROBERT F JR & MELISSA H 404 CONESTOGA RD WAYNE, PA 19087																		
8.	FILIP WILLIAM J 362 CONESTOGA RD WAYNE, PA 19087																		

U.S. POSTAGE PAID
WAYNE, PA 19087
MAR 18 19
AMOUNT
\$3.28
R2304H108037-13

RECEIVED
MAR 18 2019
RADNOR TOWNSHIP
ENGINEERING DEPARTMENT

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877, January 2017 (Page 1 of 2)

PSN 7530-02-000-9098

Complete in Ink

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Firm Mailing Book For Accountable Mail

Handwritten: 300 Chestnut Road, Wayne Pa 19087

Name and Address of Sender

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Addressee (Name, Street, City, State, & ZIP Code™)

Postage

(Extra Service) Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.



U.S. POSTAGE PAID
WAYNE PA 19087
MAR 18 2019
AMOUNT
\$3.28
R2304H108037-13

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	BROWN GREGORY L 441 IVEN AVE WAYNE, PA 19087												
2.	HARRINGTON WALTER & JANE 218 PEMBROKE AVE WAYNE, PA 19087												
3.	DOROSKI KENNETH & FASTIGGI DAWN 210 PEMBROKE AVE WAYNE, PA 19087		0.000 in value										
4.	TAYLOR ANNE M & J REED 439 LOUELLA AVE WAYNE, PA 19087												
5.	PERRIN LYNNSEY A 214 ORCHARD WAY WAYNE, PA 19087												
6.	MILNER BYRON L & KATHLEEN R 296 S ABERDEEN AVE WAYNE, PA 19087												
7.	RYAN STEPHEN K & JANET W 517 LOUELLA AVE WAYNE, PA 19087												
8.	HEYDON LLC 12 S VALLEY ROAD PAOLI, PA 19301		Handling Charge - if Reg										

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Complete Ink

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Firm Mailing Book For Accountable Mail

Name and Address of Sender

*Kuschner
300 Conestoga School
Wayne Pa 19087*

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

1. HOPLAMAZIAN HARRY J & VERONICA

880 PARKES RUN LN

VILLANOVA, PA 19085

MURPHY SEAN TIMOTHY & DEBRA

PAIGE

411 CONESTOGA RD

WAYNE PA 19087

TREVISANI EDMUND

419 CONESTOGA RD

ST DAVIDS, PA 19087

RIHN JEFF & THERESA

412 CONESTOGA RD

WAYNE, PA 19087

BRADLEY SEBASTIEN & SARAH

404 CONESTOGA RD

WAYNE, PA 19087

MIMNAGH PETER L

3 KINTERRA RD

WAYNE, PA 19087

FULLMER HAROLD H III & CHARLENE

KELLER

352 CONESTOGA RD

WAYNE, PA 19087

LEE CHUNG SOP & OK SOON

600 BROOKE RD

WAYNE, PA 19087

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.



Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due if Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

\$0.000 (11 value)

Handling Charge - If Re



U.S. POSTAGE PAID
WAYNE, PA 19087
MAR 18, 19
AMOUNT
\$3.28
R2304H108037-13

Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due if Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877 (January 2017) (Page 1 of 2)
PSN 7530-02-000-9098

Complete in Ink

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Firm Mailing Book For Accountable Mail

Name and Address of Sender

*Russcher
360 Ernesto Kild.
Wayne Pa 19087*

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

1. LEE-CARNEY TRACEY A & PATRICK J
211 ORCHARD WAY
WAYNE, PA 19087

2. BARRINGER KENNETH G & WEBER
ELIZABETH L
411 LOUELLA AVE
WAYNE, PA 19087

3. YARDNEY MARC JONATHAN & LINDA S
210 ORCHARD WAY
WAYNE, PA 19087

4. PACKARD RALPH K & JESSICA T
230 ORCHARD WAY
WAYNE, PA 19087

5. SELLERS MORTIMER NEWLIN STEAD
644 MASSACHUSETTS AVE - NE - #504
WASHINGTON, DC 20002

6. ROCKWELL GLYNN LP
124 E STATE STREET
MEDIA, PA 19063

7. TALONE DAVID P & PATRICIA J
430 IVEN AVE
ST DAVIDS, PA 19087

8. VON CZOERNIG JOHN P & TINA
219 S ABERDEEN AVE
WAYNE, PA 19087

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(for additional copies of this receipt).
Postmark with Date of Receipt.



Postage (Extra Services) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

150,000 in value



U.S. POSTAGE PAID
WAYNE, PA 19087
MAR 18 19
AMOUNT
\$3.28
R2304H108037-13

Postage (Extra Services) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
	Handling Charge - If R				Adult S	Adult Signat	Rest	Rel	Signat	Signature Confir	Special Handling

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877 January 2017 Page 1 of 2
PSN 7530-02-000-9098

Complete in Ink

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Firm Mailing Book For Accountable Mail

Name and Address of Sender
Kauscher
300 Conestoga Road
Wayne, PA 19087

Check type of mail or service
 Adult Signature Required
 Adult Signature Restricted Delivery
 Certified Mail
 Certified Mail Restricted Delivery
 Collect on Delivery (COD)
 Insured Mail
 Priority Mail
 Priority Mail Express
 Registered Mail
 Return Receipt for Merchandise
 Signature Confirmation
 Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt
WAYNE, PA 19087
MAR 18 2019
USPS

Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

U.S. POSTAGE PAID
WAYNE, PA 19087
MAR 18, 19
AMOUNT
\$3.28
R2304H108037-13

0000

Adult Signature Confirmation Restricted Delivery
Special Handling

Postage (Extra Service) Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

Address (Name, Street, City, State, & ZIP Code™)

USPS Tracking/Article Number

1. ROSS PATRICK JR & LISA
527 LOUELLA AVE
WAYNE, PA 19087

2. EVANS BRUCE L & KATHRYN M
221 S ABERDEEN AVE
ST DAVIDS, PA 19087

3. EVANS BRUCE L & KATHRYN M
221 S ABERDEEN AVE
WAYNE, PA 19087

4. LISTA DOUGLAST & JENNIFER
445 IVEN AVE
WAYNE, PA 19087

5. FLAX PAUL M
415 CONESTOGA RD
ST DAVIDS, PA 19087

6. OGRADY PAUL & MARAGARET
CRAWFORD
658 BROOKE RD
WAYNE, PA 19087

7. HERMAN R CHRISTOPHER & WINAN
CONSTANCE T
669 BROOKE RD
WAYNE, PA 19087

8. SMITH JOSEPH P & BARCZAK-SMITH
ELIZABETH C
134 ABRAHAM LN
ST DAVIDS, PA 19087

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877, January 2017 (Page 1 of 2)

PSN 7530-02-000-9098

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Firm Mailing Book For Accountable Mail

Name and Address of Sender

Kuscher
360 Cavespost Road
Wayne Pa 19087

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

USPS Tracking/Article Number

Addresssee (Name, Street, City, State, & ZIP Code™)

1. DANA STEPHEN A
672 CHURCH ROAD
WAYNE, PA 19087

2. THAVAR NITHIANATHAN KESAVAN &
NIMSHAVATHANI
142 ABRAHAMS LN
ST DAVIDS PA 19087

3. SMITH GREGG H & LISA B
168 ABRAHAM LN
VILLANOVA PA 19085

4. GILL ANN L
667 CHURCH RD
WAYNE, PA 19087

5. WILSON PHILLIP F
661 CHURCH RD
WAYNE, PA 19087

6. MITCHELL ROBERT M & NANCY
910 PARKES RUN LA
VILLANOVA, PA 19085

7. CUPEIN CHARLES P II & MICHELE O
489 ST DAVIDS AVE
WAYNE, PA 19087

8. MANER WALTER P IV & HILARY D
843 PARKS RUN LN
VILLANOVA, PA 19085

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(for additional copies of this receipt).
Postmark with Date of Receipt.



Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

U.S. POSTAGE PAID
WAYNE PA
MAR 18 19
AMOUNT
\$3.28
R2304H108037-13

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

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Firm Mailing Book For Accountable Mail

Name and Address of Sender

Wayne
 200 Conestoga Road
 Wayne PA 19087

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Addressee (Name, Street, City, State, & ZIP Code™)

1. DOUGLAS ALEXANDER S & DEBBIE L
 659 CHURCH RD
 WAYNE, PA 19087
2. RAUSCHER FRANK J III & MELISSA L
 360 CONESTOGA RD
 WAYNE, PA 19087
3. ENGLE CLARK W JR & ALISON S MEAGH
 346 CONESTOGA RD
 WAYNE, PA 19087
4. JOHNSON ROGERS L JR
 340 CONESTOGA RD
 WAYNE PA 19087
5. PAOLINO GUY N
 647 BROOKE ROAD
 WAYNE, PA 19087
6. HOPLAMAZIAN DAVID & NADINE
 P O BOX 1
 RRYN MAWR, PA 19010
7. FARLEY ROBIN & GIANOUKOS DEAN
 8 KINTERRA RD
 WAYNE, PA 19087
8. BEGLER JOHN B & NANCY B
 217 ORCHARD WAY
 WAYNE, PA 19087

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 Postmark with Date of Receipt.)



Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
	100.00 Value										
	Handling Charge (if Regis)										
					Adult Sign	Adult Signature	Restrict	Return	Signature	Signature Confirmat	Special Handling



U.S. POSTAGE PAID
 WAYNE, PA 19087
 MAR 18 19
 AMOUNT
\$3.28
 R2304H108037-13

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877, January 2017 (Page 1 of 2)

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Firm Mailing Book For Accountable Mail

Name and Address of Sender
 Kauschel
 MacCannessa Road
 Wayne, Pa. 19087

Check type of mail or service

Adult Signature Required Priority Mail Express

Adult Signature Restricted Delivery Registered Mail

Certified Mail Return Receipt for Merchandise

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery (COD) Signature Confirmation Restricted Delivery

Insured Mail Priority Mail

Affix Stamp Here
 (for additional copies of this receipt)
 Postmark with Date of Receipt.

WAYNE, PA 19087
 MAR 18 2017
 USPS

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	KAN KEVIN & KATHERINE 675 CHURCH RD VILLANOVA, PA 19085												
2.	DAGOSTINO DAVID & JILL 671 CHURCH RD WAYNE, PA 19087												
3.	ZAMSKY ROBERT M 663 CHURCH RD WAYNE, PA 19087												
4.	PILKINGTON CHARLES F 900 PARKES RUN LANE VILLANOVA, PA 19085												
5.	MCALLEESE JOHN J III & JENNIFER 943 PARKES RUN LA VILLANOVA, PA 19085												
6.	BAIUS STEPHEN W & KATHLEEN M 819 PARKES RUN LN VILLANOVA, PA 19085												
7.	HINTZE PHILIP T 831 PARKES RUN LN VILLANOVA, PA 19085												
8.	EBMEYER CHRISTOPHER S & WHITNEY M 4 KINTERRA RD WAYNE, PA 19087												

U.S. POSTAGE PAID
 WAYNE, PA 19087
 MAR 18 19
 AMOUNT
\$3.28
 R2304H108037-13



Firm Mailing Book For Accountable Mail

Name and Address of Sender

Ruseher
360 Conestoga Rd.
Wayne Pa. 19087

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Addressee (Name, Street, City, State, & ZIP Code™)

1. PIATT CLARK U
663 BROOKE AVE
WAYNE, PA 19087
2. 400 S WAYNE LP
P O BOX 298
NORRISTOWN, PA 19401
3. LOWRY CATHERINE GARTLAND
331 S WAYNE AVE
WAYNE, PA 19087
4. MILLER JOANNE
339 CONESTOGA RD
WAYNE, PA 19087
5. CHRISTOS NICHOLAS JR & STEPHANIE
M
349 CONESTOGA RD
WAYNE, PA 19087
6. MACKAY THOMAS E & BETTY
440 LOUELLA AVE
WAYNE, PA 19087
7. MCMONIGLE RICHARD L JR &
CHANCLER KATHLEEN M
463 HAMPSHIRE RD
DREXEL HILL, PA 19026
8. WEISSENBERGER GUNTRAM & EVA
550 AMERICAN AVE #1
KING OF PRUSSIA, PA 19406

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Postmark with Date of Receipt.



Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

Handling Charge - If Registered and over \$50,000 in value



U.S. POSTAGE PAID
WAYNE PA 19087
MAR 18 19
AMOUNT
\$3.28
R2304H108037-13
0000

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

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Firm Mailing Book For Accountable Mail

Name and Address of Sender

Kuschel
300 Conestoga Rd.
Wayne, Pa 19087

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

1.	PHILLIPS MARGARET S 231 ORCHARD WAY WAYNE, PA 19087																			
2.	LEVIS WILLIAM 650 BROOKE RD WAYNE, PA 19087																			
3.	MEYERS HOWARD L & BARBARA E 138 ABRAHAMS LN ST DAVIDS, PA 19087																			
4.	GRANTHAM VENTURES LLC C/O GEORGE ASIMOS ESQ 2 N 2ND ST - 7TH FLR HARRISBURG, PA 17101																			
5.	GEMMER BARON 335 S WAYNE AVE WAYNE, PA 19087																			
6.	WHEELER CHARLES E & EILEEN M 343 CONESTOGA RD WAYNE, PA 19087																			
7.	WALSH SUZANNE M & JOHN K 448 LOUELLA AVE WAYNE, PA 19087																			
8.	SMALL SCOTT S 436 LOUELLA AVE WAYNE, PA 19087																			

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(for additional copies of this receipt).
Postmark with Date of Receipt.



Handling Charge - If Registered and over \$50,000 in value

U.S. POSTAGE PAID
WAYNE PA 19087
MAR 18 2019
AMOUNT
\$3.28
R2304H108037-13



Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

Total Number of Pieces Listed by Sender: 3877
Total Number of Pieces Received at Post Office: 3877
PG Form 3877, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

Complete in Ink

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Firm Mailing Book For Accountable Mail

Name and Address of Sender
Russcher
300 Conestoga Rd
Wayne Pa 19087

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

USPS Tracking/Article Number

Postage (Extra Service) Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt.



U.S. POSTAGE PAID
WAYNE, PA
19087
MAR 18, 19
AMOUNT
\$3.28
R2304H108037-13

Address (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1. BUTCOSK RICHARD G & KATHLEEN M 325 S WAYNE AVE WAYNE, PA 19087												
2. MAMENISKIS HILARY P 337 CONESTOGA RD WAYNE, PA 19087												
3. CLOONAN BARBARA & CLOONAN DAVID 347 CONESTOGA ROAD WAYNE, PA 19087												
4. ALLYANAKIAN JEFFREY C 444 LOUELLA AVE WAYNE, PA 19087												
5. BOOGAY JEFFREY J & MAURA C 432 LOUELLA AVE WAYNE, PA 19087												
6. MILLER PETER & KAREN 237 ORCHARD WAY WAYNE, PA 19087												
7. GALVIN DONNA 222 PEMBROOKE RD WAYNE, PA 19087												
8. CARLSTON EDWARD & MAI TRAN 654 BROOKE RD WAYNE, PA 19087												

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3837, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

Complete in Ink

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Name and Address of Sender

Muescher
300 Conestoga Road
Wayne Pa 19087

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

USPS Tracking/Article Number

Address (Name, Street No., City, State, ZIP+4)

1. AGOGLIA DANIEL MARTIN & STEWART
REBECCA ELIZABETH
2323 RACE ST #222
PHILADELPHIA, PA 19103

2. CICCIRICHARD F & MELISSA N
437 IVEN AVE
ST DAVIDS, PA 19087

3. HANRAHAN KEVIN J
413 CONESTOGA RD
WAYNE, PA 19087

4. HOELTZEL MARY T
213 ORCHARD WAY
WAYNE, PA 19087

5. COULSON KIMBERLY LYNN
407 LOUELLA AVE
WAYNE PA 19087

6. DRAKE THOMAS & MIIMI
215 ORCHARD WAY
WAYNE, PA 19087

7. OGILBY KATRINA V
222 ORCHARD WAY
WAYNE, PA 19087

8. BEERS JAMES A & CAROL S
298 S ABERDEEN AVE
WAYNE, PA 19087

Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt



Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASPD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee

\$50.00 in value

very



U.S. POSTAGE PAID
WAYNE, PA 19087
MAR 18 19
AMOUNT
\$3.28
R2304H108037-13
0000

Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASPD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
	Handling Charge - 111				Adult	Adult Signa	Fee	Fee	Fee	Fee	Fee
										Signature Confirmation Restricted Delivery	
										Special Handling	

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877 January 2017 Page 1 of 2

Complete in Ink



Name and Address of Sender
Kouser
700 Cavestry Road
Wayne Pa 19087

Check type of mail or service
 Adult Signature Required
 Adult Signature Restricted Delivery
 Certified Mail
 Certified Mail Restricted Delivery
 Collect on Delivery (COD)
 Insured Mail
 Priority Mail
 Priority Mail Express
 Registered Mail
 Return Receipt for Merchandise
 Signature Confirmation
 Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt.



USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	CONNOR KEVIN M & GAIL S 665 CHURCH RD WAYNE, PA 19087													
2.	LAWSON JOEL J III & MARY ANN B 888 PARKES RUI LN VILLANOVA, PA 9085													
3.	FROHNER ARTHUR JR 951 PARKES RUN LN VILLANOVA, PA 19085													
4.	MORDY JAMES & RHONDA 713 STURBRIDGE DR BRYN MAWR, PA 19010													
5.	NORDEN GREGORY & KATHLEEN H 1650 MARKET ST #1800 PHILADELPHIA, PA 19103													
6.	LEMMON WILLIAM M & JANE R 7 KINTERRA RD WAYNE PA 19087													
7.	JB HOME SERVICES LLC 17 E SYLVAN AVE RUTLEDGE, PA 19070													
8.	MANNING ROBERT F & LAUREN C 146 ABRAHAM LN ST DAVIDS, PA 19087													

U.S. POSTAGE PAID
WAYNE PA
19087
MAR 18 2019
AMOUNT
\$3.28
R2304H108037-13

Total Number of Pieces Listed by Sender: 8
Total Number of Pieces Received at Post Office: 8

Complete All Ink



Firm Mailing Book For Accountable Mail

Name and Address of Sender
Boscher
300 Cemetery Road.
Wayne Pa 19087

Check type of mail or service

<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Collect on Delivery (COD)	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Priority Mail	

Affix Stamp Here
(for additional copies of this receipt.)
Postmark with Date of Receipt.

REC. PA 19087
 MAR 18 2019
 USPS

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	GAVULA THOMAS J & MARTHA H 878 PARKS RUN LANE VILLANOVA, PA 19085												
2.	FISCHER CARL HENRY III & JEAN G 848 PARKS RUN LN VILLANOVA, PA 19085												
3.	PANSINI MICHAEL & ELISA 18 ORCHARD LANE VILLANOVA, PA 19085												
4.	LEMMON JANE R 7 KINTERRA RD WAYNE, PA 19087												
5.	EBMEYER CHRISTOPHER B 4 KINTERRA ROAD WAYNE, PA 19087												
6.	BRADY ROBERT J & NORA E 676 CHURCH RD VILLANOVA, PA 19085												
7.	PARKER JOAN 160 ABRAHAM'S LA VILLANOVA, PA 19085												
8.	PHILLIPS DENNIS M & LINDA L 950 PARKES RUN LA VILLANOVA, PA 19085												

U.S. POSTAGE PAID
 WAYNE, PA 19087
 MAR 18 19
 AMOUNT
\$3.28
 R2304H108037-13



Firm Mailing Book For Accountable Mail

Name and Address of Sender
Burscher
300 Conestoga Rd
Wayne Pa 19087

Check type of mail or service

<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Collect on Delivery (COD)	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Priority Mail	

Affix Stamp Here
 (for additional copies of this receipt).
Postmark with Date of Receipt.

MAR 18 2019

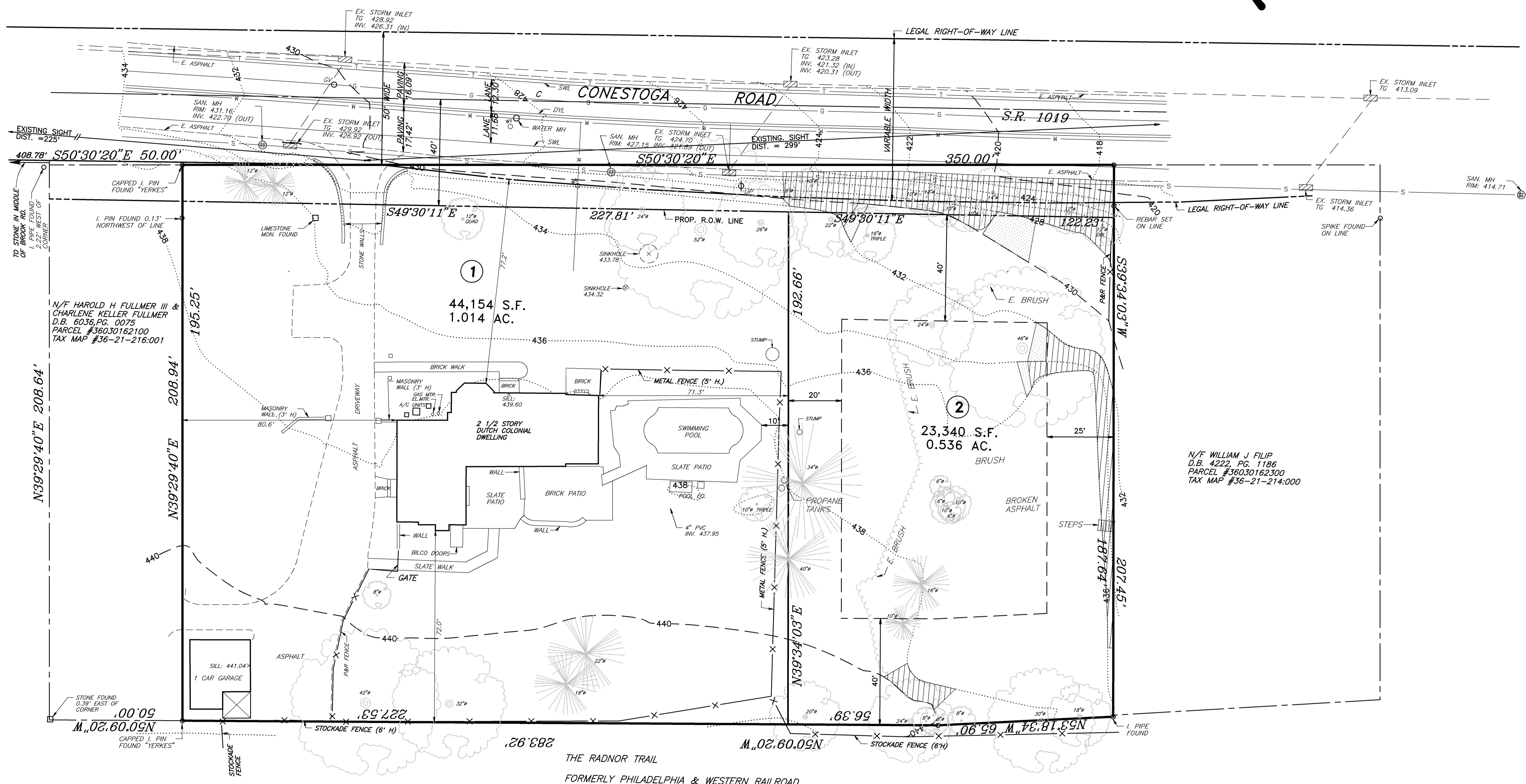
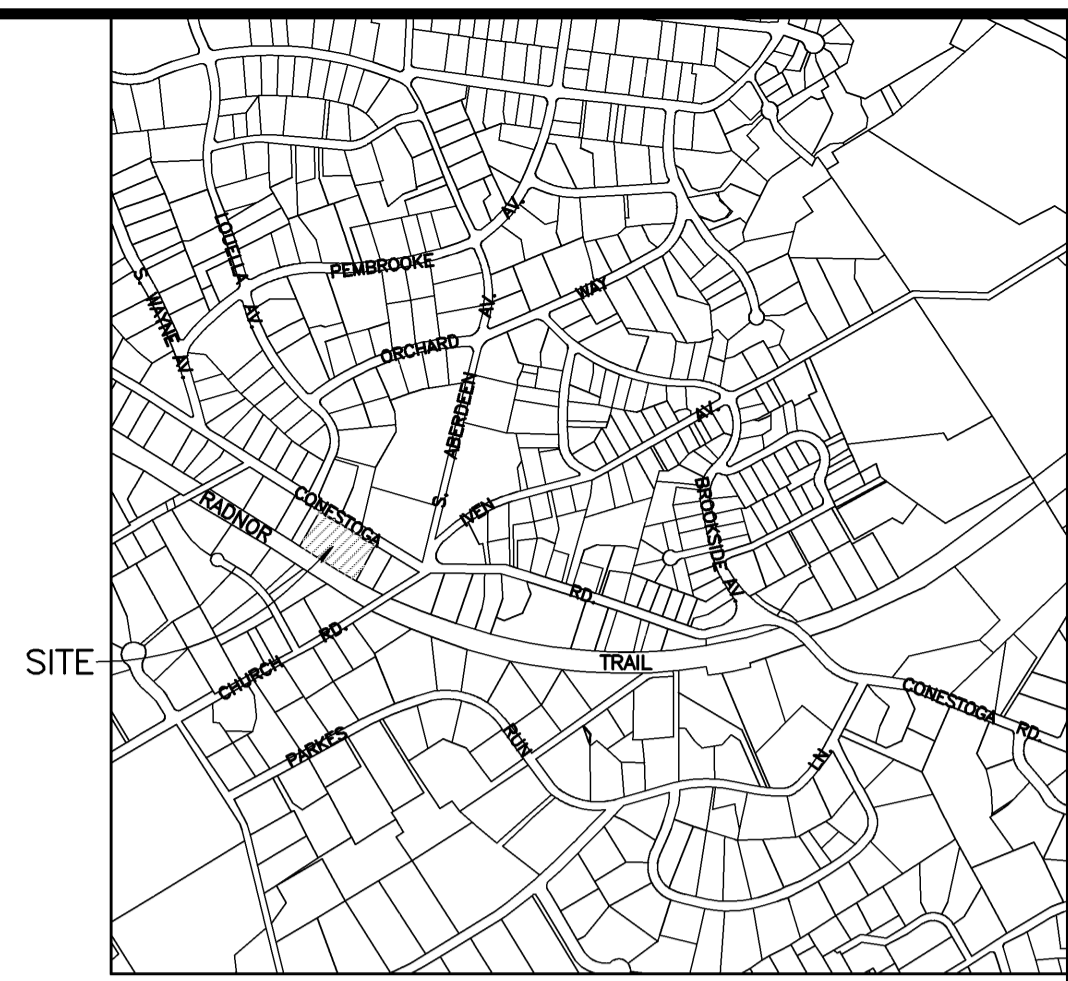
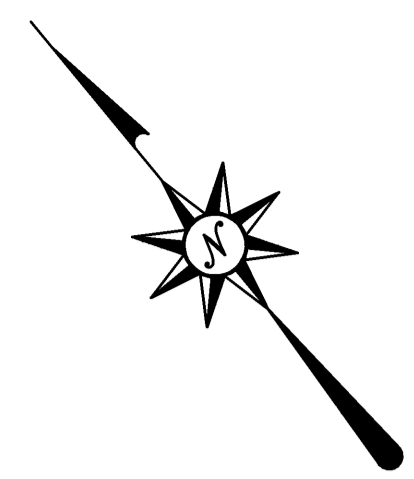
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	CALABRESE SALVATORE & AMY 219 ORCHARD WAY WAYNE, PA 19087												
2.	CROWLEY JAMES & KELLY 224 PEMBROKE AVE WAYNE, PA 19087												
3.	SHARKEY PETER F & SALLY G 615 CREIGHTON RD VILLANOVA, PA 19085												
4.													
5.													
6.													
7.													
8.													

U.S. POSTAGE PAID
 WAYNE, PA
 MAR 18 19
 AMOUNT
\$1.23
 R2904H108037-13

Total Number of Pieces Listed by Sender: **8**
 Total Number of Pieces Received at Office: **8**

Postmaster, Per (Name of receiving employee): **Complete in Ink**

PS Form 3877, January 2017 (Page 1 of 2)
 PSN 7530-02-000-9098
 Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.



COMMONWEALTH OF PENNSYLVANIA COUNTY OF DELAWARE

On the _____ day of _____ A.D. 20____ before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in _____ personally appeared Melissa Ludwig Rauscher who acknowledges herself to be the owner of this property and that as such to do so, she executed the foregoing plan by signing her name hereto as _____

that she is the owner of the designated land, that all necessary approval of the plan has been obtained and is endorsed thereon and that she desires that the foregoing plan may be duly recorded.

Notary Public _____

My Commission Expires: _____

REVIEWED by the Planning Commission of Radnor Township, Delaware County, Pa., this _____ day of _____, 20____.

APPROVED by the Board of Commissioner of Radnor Township, Delaware County, Pa., this _____ day of _____, 20____.

REVIEWED by the Delaware County Planning Commission this _____ day of _____, 20____.

Secretary _____

APPROVED by the Radnor Township Engineer; _____

Date _____

Recorded in the Office of the Recorder of Deeds of Delaware County, Pennsylvania in _____ Plan book _____ Page _____ on the _____ day of _____, 20____.

(Deputy) Recorder of Deeds _____

CERTIFICATE OF CONFORMANCE

I hereby certify that to the best of my knowledge, these plans are in conformity with engineering, zoning, building, sanitation and other applicable township ordinances and regulations.

Theodore J. Gocomis, P.E.

ACT 287 SERIAL NUMBER 20182750972

Edward B. Walsh & Associates, Inc. does not guarantee the accuracy of the locations for existing subsurface utility lines, structures, etc. shown on the plans, nor does E. B. Walsh & Assoc., Inc. guarantee that all subsurface utility lines, structures, etc. are shown.

Contractor shall verify the location and elevations of all subsurface utility lines, structures, etc. before the start of work, by calling the Pennsylvania One Call System at 1-800-242-1776.

UTILITIES NOTIFIED

VERIZON PENNSYLVANIA, INC.
AT & T - ATLANTA
AQUA PENNSYLVANIA, INC.
COMCAST CABLE COMMUNICATIONS, INC.
RADNOR TOWNSHIP
PECO ENERGY

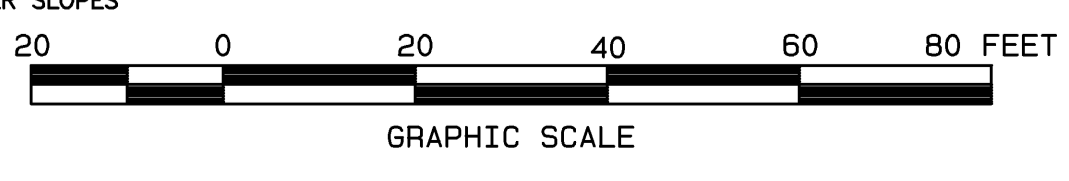
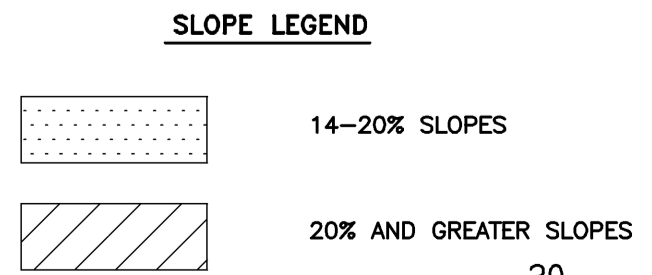
TAX MAP NO. 36-21-215:000

ZONING DATA
R-2 ZONING

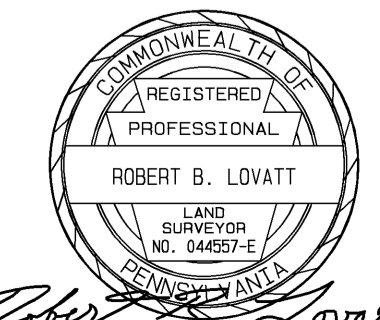
	REQUIRED	EXISTING	LOT 1	LOT 2
MIN. LOT SIZE	20,000 S.F.	70,610 S.F.	44,154 S.F.	23,340 S.F.
MIN. LOT WIDTH	100'	350'	227.81'	122.23'
MIN. F.Y.	40'	82'	82'	40'
MIN. S.Y.	20' & 25'	81' & 194'	81' & 71'	20' & 25'
MIN. R.Y.	40'	72'	72'	40'
MAX. B.C.	18%	4.46%	7.13%	18%
MAX. IMP COV	30%	15.05%	24.06%	30%

EXISTING IMP. CALCS

BUILDINGS	3,146 S.F.
DRIVEWAY	4,790 S.F.
PATIO & WALKWAYS	2,716 S.F.
	10,625 S.F.



- GENERAL NOTES:**
- BOUNDARY, EXISTING FEATURES AND TOPOGRAPHIC INFORMATION ARE FROM A FIELD SURVEY PERFORMED BY EDWARD B. WALSH & ASSOCIATES, INC. IN OCTOBER, 2018
 - BOUNDARY SURVEY IS BASED UPON DEEDS AND PLANS OF RECORD. RIGHT-OF-WAY OF CONESTOGA ROAD IS BASED ON PA D.O.T. PLANS. A TITLE REPORT WAS NOT PROVIDED, THEREFORE, THIS SURVEY DOES NOT PURPORT TO DEPICT ALL RIGHTS, EASEMENTS, COVENANTS, RESTRICTIONS, ETC. THAT A CURRENT AND COMPLETE TITLE REPORT WOULD DISCLOSE.
 - PROPERTY INFORMATION:
OWNER OF RECORD: FRANK J RAUSCHER, III & MELISSA L RAUSCHER
OWNER/SITE ADDRESS: 360 CONESTOGA ROAD, WAYNE, PA 19087
DEED REFERENCE: DEED BOOK 1440, PAGE 2110 RECORDED AT THE DELAWARE COUNTY RECORDER OF DEEDS
TAX PARCEL NO. 36030162200
TAX MAP NO. 36-21-215:000
 - GROSS AREA: 73,358 S.F. (1.684 ACRES)
NET AREA: 70,610 S.F. (1.621 ACRES)(LESS R.O.W.)
 - THE PREMISES IS SERVICED WITH PUBLIC WATER AND PUBLIC SEWER.
 - UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE SUPPLEMENTED BY INFORMATION SHOWN ON DESIGN PLANS. EDWARD B. WALSH & ASSOCIATES, INC. (EBWA) DOES NOT GUARANTEE THE ACCURACY OF THE LOCATIONS OF EXISTING SUBSURFACE UTILITY LINES, STRUCTURES, ETC. SHOWN ON THESE PLANS. NOR DOES EBWA GUARANTEE THAT ALL SUBSURFACE UTILITY LINES, STRUCTURES, ETC ARE SHOWN.
 - THE PLAN IS FOR A TWO LOT SUBDIVISION WITH LOT 1 CONTAINING THE EXISTING HOUSE AND IMPROVEMENTS AND LOT 2 WILL BECOME A NEW LOT FOR SALE.
 - THE LOTS WILL BE SERVED BY PUBLIC SEWER AND WATER.
 - A PENNDOT PERMIT IS REQUIRED FOR ACCESS TO LOT 2 FROM CONESTOGA ROAD.



1. 4-9-19 REVISED PER ENGINEERS COMMENTS

PLAN OF PROPERTY
OF
360 CONESTOGA ROAD

RADNOR TOWNSHIP DELAWARE COUNTY, PA.

Edward B. Walsh & Associates, Inc.
CIVIL ENGINEERS & LAND SURVEYORS

LIONVILLE PROFESSIONAL CENTER
125 Dowlin Forge Rd.
Eaton, Pennsylvania 19341
Phone: 610-903-0060
Fax: 610-903-0080

Project- 4484
Date- 10-17-18
Scale- 1" = 20'
Drawn- RBL
Checked- AE
Sheet- 1 OF 1

Plotted: 4/9/2019 File: F:\JB\4484\4484-B.plo

**RESOLUTION NO. 2019-58
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE PRELIMINARY/FINAL LOT
LINE ADJUSTMENT PLAN FOR BRIAN MCDEVITT FOR THE
PROPERTY LOCATED AT 501 S. ITHAN AVENUE**

WHEREAS, Brian McDevitt (“Applicant”) submitted an application for a Lot Line Adjustment for the property located at 501 S. Ithan Avenue; and

WHEREAS, the Radnor Township Planning Commission and the Delaware County Planning Commission have reviewed the Applicant’s Lot Line Adjustment Plan, prepared by John Smirga dated December 12, 2018, last revised May 10, 2019 consisting of one (1) sheet; and

WHEREAS, the Radnor Township Board of Commissioners now intends to grant Preliminary/Final Plan approval for Applicant’s Lot Line Adjustment Plan.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby approve the Lot Line Adjustment Plan for Brian McDevitt prepared by John Smirga, dated December 12, 2018, last revised May 10, 2019, subject to the following conditions:

1. Compliance with the Gannett Fleming review letter dated June 3, 2019, a copy of which is attached hereto as *Exhibit “A”*.
2. The Applicant shall prepare and record new deeds at the Delaware County Record of Deeds office at the time of recording the Plan.
3. The Applicant shall comply with all other applicable Township Ordinances with respect to sewage, stormwater management, zoning, and building codes, as well as all other applicable Township, County, Commonwealth, and Federal rules, regulations, codes, ordinances, and statutes.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 24th day of June, 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____



*Excellence Delivered **As Promised***

Date: June 3, 2019

To: Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 501 Ithan Avenue/528 Brandymede Road
Brian McDevitt– Applicant

Date Accepted: April 1, 2019
90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. These Plans were reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is to adjust the lot line between the two properties and increase 501 S. Ithan Avenue from .588 acres to .837 acres and decrease 528 Brandymede Road from 1.357 acres to 1.108 acres. There are no changes to roadways, sanitary or storm sewers or stormwater management systems are proposed.

501 S. Ithan and 528 Brandymede Place– Lot Line Adjustment Plan

Plans Prepared By: John Smirga
Dated: 12/12/2018 and revised 05/10/2019

The applicant has indicated on the plans that they are requesting the following waiver:

1. §255-21.B(1)(n) – 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 (this includes properties across streets).

Zoning

1. §280-15.A – Every lot shall have a lot area of not less than one acre. 501 S. Ithan Ave is currently .588 acres and will be .837 acres after the lot line adjustment. This is an existing non-conformity that the applicant wishes to continue.



Subdivision and Land Development

1. §255-22-B.1(k) - 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 (this includes properties across streets) must be shown on the plans. The applicant has requested a waiver from this requirement.
2. §255.27.C(2) – Where a subdivision abut or contains an existing street of inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform with the required standards.

General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded. The applicant has indicated that this will be completed.

The applicant appeared before the Planning Commission on May 6, 2019. The Planning Commission made a motion to approve the plans with the required modifications requested by staff. The Planning Commission approval was unanimous.

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





DELAWARE COUNTY PLANNING COMMISSION

1055 E. Baltimore Pike
Media, PA 19063
Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

COUNCIL

JOHN P. McBLAIN
CHAIRMAN

COLLEEN P. MORRONE
VICE CHAIRMAN

MICHAEL F. CULP
KEVIN M. MADDEN
BRIAN P. ZIDEK

LINDA F. HILL
DIRECTOR

May 16, 2019

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

RE: Name of Dev't: Viggiano and McDevitt
DCPD File No.: 34-7460-19
Developer: Brian McDevitt
Location: East side of South Ithan Avenue,
approximately 500' south of Rolling Road
Recv'd in DCPD: April 25, 2019

Dear Mr. Zienkowski:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on May 16, 2019, the Commission took action as shown in the recommendation of the attached review.

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

Very truly yours,

Linda F. Hill
Director

cc: Brian McDevitt
John Smirga & Associates, P.C.



DELAWARE COUNTY PLANNING DEPARTMENT

DCPD

1055 E. Baltimore Pike

Media, PA 19063

Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

Date: May 16, 2019

File No.: 34-7460-19

PLAN TITLE: Viggiano and McDevitt

DATE OF PLAN: December 12, 2018

OWNER OR AGENT: Brian McDevitt

LOCATION: East side of South Ithan Avenue,
approximately 500' south of Rolling
Road

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Subdivision

ZONING DISTRICT: R-1

SUBDIVISION ORDINANCE: Local

PROPOSAL: Adjust lot line between two lots
totaling 1.945 acres

UTILITIES: Public

RECOMMENDATIONS: Approval

STAFF REVIEW BY: Michael A. Leventry

REMARKS:

CURRENT PROPOSAL

The applicant proposes to adjust the lot line between two existing residentially developed parcels.

SITE CHARACTERISTICS

The site is located on a local collector street and within a neighborhood comprised mainly of single-family detached dwellings.



Date: May 16, 2019
File No.: 34-7460-19

REMARKS (continued):

APPLICABLE ZONING

The proposal is located within the R-1 district and is subject to applicable regulations set forth in the Township zoning code.

NONCONFORMITIES

Lot 015 does not appear to comply with the area and bulk regulations established in the Township zoning code. It should be noted that this proposal improves said nonconformity.

COMPLIANCE

With exception to the existing nonconformity, the proposal appears to comply with the R-1 district provisions.

SEWAGE FACILITIES

The developer should contact the Pennsylvania Department of Environmental Protection regarding the need for sewage facilities planning approval.

The Township should confirm receipt of any necessary Pennsylvania Department of Environmental Protection planning approval prior to final approval.

STORMWATER MANAGEMENT

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

Date: May 16, 2019
File No.: 34-7460-19

REMARKS (continued):

HISTORICAL AND ARCHEOLOGICAL SIGNIFICANCE

The proposed subdivision will not have any effect on either property. 528 Brandymede Road is a ca. 1980s ranch house and is not eligible for the National Register. 501 S. Ithan Avenue is a ca. 1780 two-story stone-and-frame colonial house of high integrity. More research should be done on this house and the Township should consider adding this resource to the Historic Resource Inventory in Radnor.

RECORDING

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



*Excellence Delivered **As Promised***

Date: April 29, 2019

To: Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development
Mary Eberle, Esq. – Grim, Biehn, and Thatcher
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.
Patricia Sherwin – Radnor Township Engineering Department

RE: 501 Ithan Avenue/528 Brandymede Road
Brian McDevitt– Applicant

Date Accepted: April 1, 2019
90 Day Review: June 30, 2019

Gannett Fleming, Inc. has completed a review of the revised land development Plan for compliance with the Radnor Township Code. These Plans were reviewed for conformance with Zoning, Subdivision and Land Development, and other applicable codes of the Township of Radnor.

The applicant is to adjust the lot line between the two properties and increase 501 S. Ithan Avenue from .588 acres to .837 acres and decrease 528 Brandymede Road from 1.357 acres to 1.108 acres. There are no changes to roadways, sanitary or storm sewers or stormwater management systems are proposed.

501 S. Ithan and 528 Brandymede Place– Lot Line Adjustment Plan

Plans Prepared By: John Smirga
Dated: 12/12/2018

Zoning

1. **§280-15** – The zoning table on the plans must be revised to indicate zoning requirements and conditions for both lots.
2. **§280-15.A** – Every lot shall have a lot area of not less than one acre. 501 S. Ithan Ave is currently .588 acres and will be .837 acres after the lot line adjustment. This is an existing non-conformity that the applicant wishes to continue.
3. **§280-15.B** – A breakdown of building areas must be provided for each lot.
4. **§280-15.F** – A breakdown of impervious surfaces must be provided for each lot.



Subdivision and Land Development

5. §255-22-B.1(j) – The names and addresses of the property owners for T.M Lot 026 and T.M. Lot 017 must be shown on the plans.
6. §255-22-B.1(k) - 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 (this includes properties across streets) must be shown on the plans.
7. §255-22-B.1(p) - Contour lines measured at vertical intervals of two feet must be shown on the plans. Such elevations shall be determined by on-site survey, not interpolation of United States Government Survey maps. In the case of relatively flat or level areas, a lesser interval may be required.
8. §255-22-B.1(r) - Large trees over six inches in caliper must be shown on the plans.
9. §255.27.C(2) – Where a subdivision abut or contains an existing street of inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform with the required standards.

General

1. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording. There are minor discrepancies with the existing deeds and plans, that will be addressed at the time of the new deeds being recorded.
2. The plan indicates the Viggiano address as 528 Brandymere Place. We believe this is incorrect and should be revised to 528 Brandymede Road.
3. The final plans for recording must have signature blocks for the owners for 528 Brandymede Road and 501 S. Ithan Avenue.
4. The impervious calculation for 501 S. Ithan Avenue appears to be incorrect. Please verify that 10.18% is accurate.

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





MEMORANDUM

Date: April 24, 2019

To: Stephen F. Norcini, P.E.
Radnor Township Engineer

From: Amy B. Kaminski, P.E., PTOE, Gilmore & Associates, Inc.

cc: John B. Rice, Esq., Grim, Biehn & Thatcher, P.C.
Roger A. Phillips, P.E., Gannett Fleming, Inc., Senior Associate
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.
Leslie Salsbury, P.E., Gilmore & Associates, Inc.

Reference: 501 S. Ithan Avenue (2019-SD-02)
Lot Line Change Plan Review
Radnor Township, Delaware County, PA
G&A 19-04065

Gilmore & Associates, Inc. (G&A) has completed a transportation review of the referenced Lot Line Adjustment Plan for 501 S. Ithan Avenue for the applicants, Brian McDevitt and Mark Viggiano. The applicant intends to reconfigure two lots and increase the lot area of 501 S. Ithan Avenue by acquiring land from 528 Brandymere Place.

A. DOCUMENTS REVIEWED

1. Lot Line Change Plan (1 Sheet) for 501 S. Ithan Avenue (2019-SD-02), dated December 12, 2018, prepared for Brian McDevitt, prepared by John Smirga.
2. Subdivision and Land Development Application Form.
3. Application for Act 247 Review.

B. REVIEW COMMENTS

The referenced Plan includes property line adjustments and generates no transportation related comments.

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 501 S. ITHAN AVE / 528 BRANDYMERE PL

Zoning District RI

Application No. _____
(Twp. Use)

Fee _____

Ward No. _____

Is property in HARB District _____

Applicant: (Choose one)

Owner

Equitable Owner _____

Name BRIAN McDEWITT

Address 501 S. ITHAN AVE Bryn Mawr PA

Telephone 610-416-2678 Fax _____ Cell

Email 74bmcd@gmail.com

Designer: (Choose one)

Engineer

Surveyor _____

Name John Smirga, PE

Address 7 Village Circle Newtown Sq PA 19073

Telephone 610-202-2537 Fax _____

Email NPT60@COMCAST.NET

Area of property 0.588 AC / 1.357 AC Area of disturbance N/A

Number of proposed buildings NONE

Proposed use of property Residential

Number of proposed lots EXISTING CHOT LINE ADJUSTMENT

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.

NO

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

NO

Individual/Corporation/Partnership Name

N/A

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

Brian McDevitt

Print Name

BRIAN McDEVITT

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

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

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

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

Please type or print legibly

DEVELOPER/APPLICANT

Name BRIAN McDEVITT E-mail

Address 501 S. ITHAN AVE Phone 610-416-2678

Name of Development (LOT LINE ADJUSTMENT VIGGIANO & McDEVITT)

Municipality RADNOR

ARCHITECT, ENGINEER, OR SURVEYOR

Name of Firm John Smiraglia & Assoc Phone 610-202-2537

Address 7 Village Creek Newtown Sq PA 19073

Contact John Smiraglia E-mail NPT60@COMCAST.NET

Table with 5 columns: Type of Review, Plan Status, Existing Utilities, Proposed Utilities, Environmental Characteristics. Includes checkboxes for Zoning Change, Land Development, Subdivision, PRD, Sketch, Preliminary, Final, Tentative, Public/Private Sewerage/Water, Wetlands, Floodplain, Steep Slopes.

Zoning District R-1

Tax Map # 36-07-627 3A07-015

Tax Folio # _ _ _ _ _

STATEMENT OF INTENT

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

Both Lots Are Residential Single family

Total Site Area Both Lots 1.945 Acres

Size of All Existing Buildings _____ Square Feet

Size of All Proposed Buildings _____ Square Feet

Size of Buildings to be Demolished _____ Square Feet

NONE
Print Developer's Name

[Signature]
Developer's Signature

MUNICIPAL SECTION

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting

Local Governing Body Regular Meeting

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

Actual Date Needed _____

IMPORTANT: If previously submitted, show assigned DCPD File # _____

Print Name and Title of Designated Municipal Official _____

Phone Number _____

Official's Signature _____

Date _____

FOR DCPD USE ONLY

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

Applications with original signatures must be submitted to DCPD.

Deed Report

Fri Jan 04 16:01:31 201

Deed Name: 15

Starting Coordinates: Northing 4967.85, Easting 5530.99

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 13°07'00" W	207.02	LINE					
N 74°50'30" E	110.97	LINE					
S 79°27'03" E	40.47	LINE					
S 22°13'00" E	68.00	LINE					
S 67°10'00" W	45.00	LINE					
S 09°40'50" E	103.23	LINE					
S 67°58'53" W	109.50	LINE					

Ending Coordinates: Northing 4967.85, Easting 5530.99

Area: 25599.09 S.F, 0.5877 Acres

Total Perimeter Distance> 684.19

Closure Error Distance> 0.0019 Error Bearing> S 79°12'26" E

Closure Precision> 1 in 355387.3

Tim OIS

Deed Report

Fri Jan 04 15:58:00 201

Deed Name: 126 Revised

Starting Coordinates: Northing 4912.69, Easting 5918.66

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 88°20'07" W	285.18	LINE					
N 20°08'52" E	248.75	LINE					
S 60°24'03" E	268.74	LINE					
S 17°27'06" W	114.34	CURVE L	310.00	115.00	21°15'18"	58.17	
							Rad-In: S 61°55'15" E Rad-Out: S 83°10'33" E

Ending Coordinates: Northing 4912.69, Easting 5918.66

Area: 48253.22 S.F, 1.1077 Acres

Total Perimeter Distance> 917.67

Closure Error Distance> 0.0042 Error Bearing> N 10°12'09" E

Closure Precision> 1 in 220064.5

Tm 027

Deed Report

Fri Jan 04 16:00:46 201

Deed Name: 126 removed

Starting Coordinates: Northing 4920.98, Easting 5633.60

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 22°00'51" W	81.92	LINE					
N 67°58'53" E	31.94	LINE					
N 09°40'50" W	103.23	LINE					
N 67°10'00" E	112.99	LINE					
S 20°08'52" W	248.75	LINE					

Ending Coordinates: Northing 4920.98, Easting 5633.60

Area: 10881.99 S.F, 0.2498 Acres

Total Perimeter Distance> 578.83

Closure Error Distance> 0.0010 Error Bearing> N 64°55'20" W

Closure Precision> 1 in 582052.2

RECEIVED

MAR 25 2019

2019-5-02

RADNOR TOWNSHIP
ENGINEERING DEPARTMENT

RECEIVED

JAN 15 2019

2019-5-02

RADNOR TOWNSHIP
ENGINEERING DEPARTMENT



Sage Premier Settlements
PA
1974 Sproul Road, Suite 402
Broomall, PA 19008
610-356-9600
855-243-1046

Fidelity National Title Insurance Company

Record Owner and Lien Certificate

TW File # 7507931
File # 253088BRMS

Effective Date: 01/28/2019

Premises: 501 Ithan Avenue aka South Ithan Avenue
Radnor Township
Delaware County, PA

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as abstractor for its negligence, mistakes or omissions in a sum not exceeding Two Thousand Five Hundred (\$2,500.00) Dollars unless otherwise endorsed hereon.

Description

PARCEL 1

PREMISES "A"

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a Map of Property of William Edward Delman Bascome Estate, made by M.R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, June 30, 1932 and revised September 25, 1952, as follows, to wit:

BEGINNING at a point in the title line in the bed of Ithan Avenue and in line of land formerly of George H. McFadden, now or late of the Girard Trust Company, Trustee, which point is at the distance of five hundred seventy nine and fifty seven one-hundredths feet measured South twenty two degrees, seventeen minutes East, along said title line and land now or late of the Girard Trust Company, Trustee, from a point in the middle line of Barclay Road (sixty feet wide); thence extending along said land now or late of the Girard Trust Company, Trustee, South twenty two degrees, seventeen minutes East, three hundred eighty six and fifty two one-hundredths feet to 'a stone; thence extending along land now or late of Robert K. Cassatt, South twenty two degrees, four minutes East, one hundred feet and seven one-hundredths of a



foot; thence extending South sixty seven degrees, fifty six minutes West, seventy seven and fifty one one-hundredths feet to a point in the title line in the bed of Ithan Avenue; thence extending along the same, North thirteen degrees, eleven minutes West, four hundred ninety two and fifty one-hundredths feet to the first mentioned point and place of beginning.

TOGETHER with the easement and free and uninterrupted use, right, liberty and privilege of a certain water line running from a main in Barclay Road, across other ground of the grantor herein.

EXCEPTING THEREOUT AND THEREFROM:

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, bounded and described according to a Plan made by A.P. Colonna, Civil Engineer, Rosemont, Delaware County, Pennsylvania, dated May 28, 1968, and revised November 12, 1968, as follows, to wit:

BEGINNING at a point in the title line in the bed of Ithan Avenue and in line of land formerly of George H. McFadden now or late of the Girard Trust Company, Trustee, which point is at the distance of five hundred seventy nine and fifty seven one-hundredths feet measured South twenty two degrees, seventeen minutes, East, along the said title line and land now or late of Girard Trust Company, Trustees, from a point in the middle line of Barclay Road (sixty feet wide); thence extending from said beginning point, South twenty two degrees, seventeen minutes East, two hundred ninety and fifty two one-hundredths feet to a point; thence extending South sixty seven degrees, forty three minutes West, forty six and fifty three one-hundredths feet to a point in bed of Ithan Avenue; thence along the said Ithan Avenue, North thirteen degrees, eleven minutes West, two hundred ninety four and twenty two one-hundredths feet to the first mentioned point and place of beginning.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania and described according to a Map of Properties of J.B. Mozino and Co., Inc., and Leonard J. and Kathleen T. Wiley, said Map made by A.P. Colonna, Registered Engineer, dated May 28, 1968, and revised November 12, 1968, as follows, to wit:

BEGINNING at a point on the title line passing partly through the bed of Ithan Avenue and partly along the line dividing Lot No. 69 and lands of J.B. Mozino Co., Inc., from lands now or late of Leonard J. Wiley, et ux, at the distance of four hundred seventy three and thirty seven one-hundredths feet, measured South twenty two degrees, thirteen minutes East, from its intersection with the title line in the bed of Rolling Road; thence extending along lands of J.S. Mozino Co., Inc., North sixty seven degrees, forty seven minutes East, twenty five feet to a point; thence extending still along lands of J.S. Mozino Co., Inc., South twenty two degrees, thirteen minutes East, ninety five and seventy four one-hundredths feet to a point; thence extending South sixty seven degrees, ten minutes West, twenty five feet to line of lands of Leonard J. Wiley; and



thence extending along same, North twenty two degrees, thirteen minutes West, ninety six feet to the first mentioned point and place of beginning.

PREMISES "C"

ALL THAT CERTAIN interior lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to a Map of Property of George Smith, et ux, by Yerkes Engineering Co., Consulting Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated June 2, 1965 and last revised January 21, 1969, bounded and described as follows, to wit:

BEGINNING at an interior point an iron pipe, which point is measured the six following courses and distances from the point formed by the intersection of the Southwesterly side of Brandymede Place (sixty feet wide) with the Northwesterly side of Wyldhaven Road (sixty feet wide): (1) extending from said point of intersection North thirty nine degrees, twenty nine minutes West, ninety five and six one-hundredths feet to a point of curve; (2) on a line curving to the right, having a radius of nine hundred ten feet, the arc distance of one hundred nineteen and forty one one-hundredths feet to a point of tangent; (3) North thirty one degrees, fifty seven minutes, fifty five seconds West, two hundred thirteen and forty nine one-hundredths feet to a point of curve; (4) on a line curving to the right, having a radius of three hundred ten feet, the arc distance of one hundred eighty nine and four one-hundredths feet, to an iron pipe; (5) South eighty seven degrees, forty nine minutes, three seconds West two hundred eighty five and eighteen one-hundredths feet to an iron pipe; (6) North twenty five degrees, fifty one minutes, fifty seven seconds West, eighty one and ninety three one-hundredths feet to an iron pipe in line of lands of Leonard Wiley, the point of beginning; thence extending from said beginning point, and along lands of Leonard Wiley, North twenty five degrees, fifty one minutes, fifty seven seconds West, one hundred feet and seven one-hundredths of a foot to a cross on walk; thence extending along lands now or late of McFadden Estate, North sixty three degrees, nineteen minutes, ten seconds East, fifty four and one one-hundredths feet to a spike in, the root of a forty eight inch ash; thence extending along lands of George L. Smith, et ux, South thirteen degrees, thirty one minutes, forty seconds East, one hundred three and twenty three one-hundredths feet to an iron pipe in said lands; thence extending along said lands of George L. Smith, et ux, South sixty four degrees, eight minutes, three seconds West, thirty one and ninety four one-hundredths feet to the first mentioned iron pipe and place of beginning.

PARCEL 2

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, described according to a Lot line adjustment between Brian McDevitt and J. S. Mozino, Inc., made by John



Smirga, Surveyor, Wayne, Pa., dated 11/11/1992 and recorded 8/17/1993 in Recorder of Deed Office, Delaware County, in Plan Case 18, page 38.

THE FIRST THEREOF BEGINNING at a point on the title line in the bed of Ithan Avenue a corner of lands now or late of I. S. Mozino & Co., Inc.; thence extending from said beginning point along lands now or late of J. S. Mozino & Co., Inc., North 74 degrees 50 minutes 30 seconds East 70.66 feet to a point; thence extending South 67 degrees 47 minutes West 71.53 feet to a point in the title line in the bed of Ithan Avenue, aforesaid; thence extending along same North 13 degrees 11 minutes West 8.88 feet to the first above mentioned point and place of beginning.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, described according to a Lot line adjustment between Brian McDevitt and J. S. Mozino, Inc., made by John Smirga, Surveyor, Wayne, Pa., dated 11/11/1992 and recorded 8/17/1993 in Recorder of Deed Office, Delaware County, in Plan Case 18, page 38.

THE SECOND THEREOF BEGINNING at an interior point, in line of lands now or late of J.S. Mozino & Co., Inc.; thence extending from said beginning point along lands now or late of J.S. Mozino & Co., Inc., aforesaid the three following courses and distances: (1) North 74 degrees 50 minutes 30 seconds East 40.31 feet to a point; (2) South 79 degrees 27 minutes 3 seconds East 40.47 feet to a point; and (3) South 22 degrees 13 minutes East 68 feet to a point in line of lands now or late of I.. Viggiano; thence extending along same and lands now or late of Brian McDevitt, as shown on said plan, South 67 degrees 10 minutes West 74.01 feet to a point in line of lands now or late of Brian McDevitt, aforesaid; thence extending along same North 22 degrees 13 minutes West 95.74 feet to the first above mentioned point and place of beginning.

TW File # 7507931
File # 253088BRMS

AS TO PARCEL "A"

Being the same premises which David F. Lincoln and Wendy Stoner Lincoln, his wife by Deed dated 07/21/1988 and recorded 08/08/1988 in Delaware County in Volume 597 Page 1833 conveyed unto Brian McDevitt, in fee.

AS TO PARCEL "B"

Being the same premises which Mozino Development Corporation by Deed dated 10/06/1994 and recorded 10/13/1994 in Delaware County in Volume 1306 Page 489 conveyed unto Brian McDevitt, in fee.

1. TAXES:

Receipts for Township, County and School Taxes for the three prior years to be produced.

Township, County and School Taxes for the current year 2019

Assessment \$241,620.00

Tax ID / Parcel No. 36-07-04734-00

2. WATER AND SEWER RENTS:

Water and Sewer Rents for the current year 2019.

3. MECHANICS AND MUNICIPAL CLAIMS:

A. Radnor Township vs. Brian McDevitt, 2012-063676 filed 07/16/2012, in the amount of \$451.18

B. Radnor Township vs. Brian McDevitt, 2013-063500 filed 07/05/2013, in the amount of \$216.99

C. Radnor Township vs. Brian McDevitt, 2013-063501 filed 07/05/2013, in the amount of \$318.04

4. MORTGAGES:

A. Amount: \$413,000.00

Mortgagor: Brian McDevitt

Mortgagee: Wachovia Bank

Dated: 12/26/2003 and Recorded 01/08/2004 in Volume 3057 Page 580.
(closed end mortgage)

B. Amount: \$55,000.00

Mortgagor: Brian McDevitt

Mortgagee: Wachovia Bank

Dated: 12/26/2003 and Recorded 01/08/2004 in Volume 3057 Page 930.
(open end mortgage)

5. JUDGMENTS: NONE

EXCEPTIONS:

1. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
2. Public and private rights in and to that portion of premises lying in the bed of Ithan Avenue.
3. Rights granted to Philadelphia Electric Company and The Bell Telephone Company of Pennsylvania as more particularly set forth in Deed Book 1043 page 11.
4. Restrictions as in Deed Book 1098 page 549.
5. Rights granted to Philadelphia Suburban Water Co. in Deed Book 758 page 63.
6. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in plan, recorded in Plan Volume 18 page 38, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

NOTE:

The status or validity of title to the subject premises may be affected by matters disclosed by survey, rights of parties in possession and other items not found of record and not certified hereon. Therefore, the Applicant is cautioned against using this Certificate as a basis for consummating a real estate transaction, until the Certificate is converted into a Title Report, Binder or Commitment at which time additional exceptions and settlement requirements will be added.

Settlement or the removal of items and exceptions will not be made on this certificate. This Certificate may be converted into a report for title insurance at any time. If the conversion is made within six months from the date hereof, credit will be allowed against the fee previously paid.

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.



Sage Premier Settlements
PA
1974 Sproul Road, Suite 402
Broomall, PA 19008
610-356-9600
855-243-1046

Fidelity National Title Insurance Company

Record Owner and Lien Certificate

TW File # 7507944
File # 253089BRMS

Effective Date: 01/28/2019

Premises: 518 Brandymede Road
Radnor Township
Delaware County, PA

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as abstractor for its negligence, mistakes or omissions in a sum not exceeding Two Thousand Five Hundred (\$2,500.00) Dollars unless otherwise endorsed hereon.

Description

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described according to a Plan of Property of George Smith and wife made by Yerkes Engineering Company, Bryn Mawr, Pennsylvania, dated June 2nd, 1965 and last revised January 21, 1969 as follows, to wit:

BEGINNING at a point on the Westerly side of Brandymede Place (60 feet wide) measured the four following courses and distances from the point formed by the intersection of the Southwesterly side of said Brandymede Place with the Northwesterly side of Wyldhaven Road (60 feet wide): (1) extending from said point of intersection North 39 degrees 29 minutes West 95.06 feet to a point of curve; (2) on a line curving to the right having a radius of 910 feet, the arc distance of 119.41 feet to a point of tangent; (3) North 31 degrees 57 minutes 55 seconds West 213.49 feet to a point of curve; and (4) on a line curving to the right having a radius of 310 feet the arc distance of 189.04 feet to the point and place of beginning; thence extending from said beginning point South 87 degrees 49 minutes 3 seconds West 285.18 feet to a point; thence extending North 25 degrees 51 minutes 57 seconds West 81.93 feet to a point, a corner of land to be conveyed to Leonard Wiley; thence by said land the two following courses and distances: (1) North 64 degrees 8 minutes 3 seconds East 31.94 feet to an iron pin; and (2) North 13 degrees 31 minutes 40 seconds West 103.23 feet to a spike; thence North 63 degrees 19 minutes 10 seconds East 112.99 feet to a point; thence South 64 degrees 14 minutes 53 seconds



Fidelity National Title Insurance Company

TW File # 7507944
File # 253089BRMS

East 268.74 feet to a point on the Westerly side of Brandy Mede Place aforesaid;
thence extending along the same Southwardly on a line curving to the left having a
radius of 310 feet the arc distance of 115 feet to the first mentioned point and place
of beginning.

BEING Lot #126 on said Plan.

TW File # 7507944
File # 253089BRMS

Being the same premises which Helen M. Viggiano by Deed dated 06/10/2004 and recorded 06/14/2004 in Delaware County in Volume 3204 Page 2039 conveyed unto Mark Viggiano and Lisa Viggiano, husband and wife, in fee.

1. TAXES:
Receipts for Township, County and School Taxes for the three prior years to be produced.
Township, County and School Taxes for the current year 2019
Assessment \$415,260.00
Tax ID / Parcel No. 36-07-04235-00
2. WATER AND SEWER RENTS:
Water and Sewer Rents for the current year 2019.
3. MECHANICS AND MUNICIPAL CLAIMS:

A. Radnor Township vs. Mark Viggiano and Lisa Viggiano, 2013-063547 filed 07/05/2013 in the amount of \$262.30
4. MORTGAGES:

A. Amount: \$750,000.00
Mortgagor: Mark Viggiano and Lisa Viggiano
Mortgagee: Fremont Investment & Loan
Dated: 12/18/2006 and Recorded 01/11/2007 in Volume 4003 Page 277.
(closed end mortgage) Loan Modification Agreement, recorded 11/09/2012 in Volume 5218 page 492. Last assigned to HSBC Bank USA, National Association, as Trustee, etc, recorded 02/01/2016 in Volume 5764 page 930

B. Amount: \$150,000.00
Mortgagor: Mark Viggiano and Lisa Viggiano
Mortgagee: Santander Bank
Dated: 10/20/2016 and Recorded 11/07/2016 in Volume 5905 Page 1912.
(open end mortgage)
5. JUDGMENTS:

A. Commonwealth of Pa. for the benefit of Delaware County vs. Lisa Viggiano, 2016-863922, filed 08/31/2016 in the amount of \$1,359.00

B. Commonwealth of Pa. Department of Revenue, vs. Mark Viggiano and Lisa Viggiano, 2018-066888 filed 10/09/2018 in the amount of \$3,400.34

EXCEPTIONS:

1. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.

2. Rights granted to Philadelphia Electric Company and Bell Telephone Company in Deed Book 1879 page 447.

NOTE:

The status or validity of title to the subject premises may be affected by matters disclosed by survey, rights of parties in possession and other items not found of record and not certified hereon. Therefore, the Applicant is cautioned against using this Certificate as a basis for consummating a real estate transaction, until the Certificate is converted into a Title Report, Binder or Commitment at which time additional exceptions and settlement requirements will be added.

Settlement or the removal of items and exceptions will not be made on this certificate. This Certificate may be converted into a report for title insurance at any time. If the conversion is made within six months from the date hereof, credit will be allowed against the fee previously paid.

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

This Indenture Made the 21st day of

July in the year of our Lord one thousand nine hundred and eighty eight (19 88)

Between

DAVID F. LINCOLN and WENDY STONER LINCOLN, his wife

(hereinafter called the Grantor s), of the one part, and

BRIAN McDEVITT

(hereinafter called the Grantee), of the other part,

Witnesseth That the said Grantor s

for and in consideration of the sum of

ONE AND 00/100 (\$1.00) DOLLAR-----lawful

money of the United States of America, unto them well and truly paid by the said Grantee , at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant , bargain and

sell, release and confirm unto the said Grantee , his heirs and assigns,

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a Map of Property of William Edward Delman Bascome Estate, made by M.R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, June 30, 1932 and revised September 25, 1952, as follows, to wit:

BEGINNING at a point in the title line in the bed of Ithan Avenue and in line of land formerly of George H. McFadden, now or late of the Girard Trust Company, Trustee, which point is at the distance of five hundred seventy nine and fifty seven one-hundredths feet measured South twenty two degrees, seventeen minutes East, along said title line and land now or late of the Girard Trust Company, Trustee, from a point in the middle line of Barclay Road (sixty feet wide); thence extending along said land now or late of the Girard Trust Company, Trustee, South twenty two degrees, seventeen minutes East, three hundred eighty six and fifty two one-hundredths feet to a stone; thence extending along land now or late of Robert K. Cassatt, South twenty two degrees, four minutes East, one hundred feet and seven one-hundredths of a foot; thence extending South sixty seven degrees, fifty six minutes West, seventy seven and fifty one one-hundredths feet to a point in the title line in the bed of Ithan Avenue; thence extending along the same, North thirteen degrees, eleven minutes West, four hundred ninety two and fifty one-hundredths feet to the first mentioned point and place of beginning.

Folio #36-07-04734-00, ABCO, Box 1

ALL THAT CERTAIN interior lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to a Map of Property of George Smith, et ux, by Yerkes Engineering Co., Consulting Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated June 2, 1965 and last revised January 21, 1969, bounded and described as follows, to wit:

BEGINNING at an interior point an iron pipe, which point is measured the six following courses and distances from the point formed by the intersection of the Southwesterly side of Brandymede Place (sixty feet wide) with the Northwesterly side of Wyldhaven Road (sixty feet wide): (1) extending from said point of intersection North thirty nine degrees, twenty nine minutes West, ninety five and six one-hundredths feet to a point of curve; (2) on a line curving to the right, having a radius of nine hundred ten feet, the arc distance of one hundred nineteen and forty one one-hundredths feet to a point of tangent; (3) North thirty one degrees, fifty seven minutes, fifty five seconds West, two hundred thirteen and forty nine one-hundredths feet to a point of curve; (4) on a line curving to the right, having a radius of three hundred ten feet, the arc distance of one hundred eighty nine and four one-hundredths feet to an iron pipe; (5) South eighty seven degrees, forty nine minutes, three seconds West, two hundred eighty five and eighteen one-hundredths feet to an iron pipe; and (6) North twenty five degrees, fifty one minutes, fifty seven seconds West, eighty one and ninety three one-hundredths feet to an iron pipe in line of lands of Leonard Wiley, the point of beginning; thence extending from said beginning point, and along lands of Leonard Wiley, North twenty five degrees, fifty one minutes, fifty seven seconds West, one hundred feet and seven one-hundredths of a foot to a cross on walk; thence extending along lands now or late of McFadden Estate, North sixty three degrees, nineteen minutes, ten seconds East, fifty four and one one-hundredths feet to a spike in the root of a forty eight inch ash; thence extending along lands of George L. Smith, et ux, South thirteen degrees, thirty one minutes, forty seconds East, one hundred three and twenty three one-hundredths feet to an iron pipe in said lands; thence extending along said lands of George L. Smith, et ux, South sixty four degrees, eight minutes, three seconds West, thirty one and ninety four one-hundredths feet to the first mentioned iron pipe and place of beginning.

UNDER AND SUBJECT to rights, privileges, reservations and restrictions of record.

BEING the same premises which Steven E. Welch and Elizabeth S. Welch, h/w, by Indenture bearing date the 11th day of January, 1985 and recorded at Media in the Office for the Recording of Deeds, in and for the County of Delaware, on 25th day of January, 1985, in Volume 214, page 400, granted and conveyed unto David F. Lincoln, his heirs and assigns, in fee.

8-8-88

2625
Radnor Twp

H. 210

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

READY TO BE
 TRANSFERRED TO
 TAX

900.00

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

READY TO BE
 TRANSFERRED TO
 TAX

900.00

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

READY TO BE
 TRANSFERRED TO
 TAX

300.00

TOGETHER with the easement and free and uninterrupted use, ri liberty and privilege of a certain water line running from a main in Barclay Road, across other ground of the grantor herein.

EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, bounded and described according to a Plan made by A.F. Colonna, Civil Engineer, Rosemont, Delaware County, Pennsylvania, daed May 28, 1968, and revised November 12, 1968, as follows, to wit:

BEGINNING at a point in the title line in the bed of Ithan Avenue and in line of land formerly of George H. McFadden now or late of the Girard Trust Company, Trustee, which point is at the distance of five hundred seventy nine and fifty seven one-hundredths feet measured South twenty two degrees, seventeen minutes, East, along the said title line and land now or late of Girard Trust Company, Trustees, from a point in the middle line of Barclay Road (sixty feet wide); thence extending from said beginning point, South twenty two degrees, seventeen minutes East, two hundred ninety and fifty two one-hundredths feet to a point; thence extending South sixty seven degrees, forty three minutes West, forty six and fifty three one-hundredths feet to a point in bed of Ithan Avenue; thence along the said Ithan Avenue, North thirteen degrees, eleven minutes West, two hundred ninety four and twenty two one-hundredths feet to the first mentioned point and place of beginning. BEING a part of 501 South Ithan Avenue. (Leonard J. Wiley).

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania and described according to a Map of Properties of J.S. Mozino and Co., Inc., and Leonard J. and Kathleen T. Wiley, said Map made by A.F. Colonna, Registered Engineer, dated May 28, 1968, and revised November 12, 1968, as follows, to wit:

BEGINNING at a point on the title line passing partly through the bed of Ithan Avenue and partly along the line dividing Lot No. 89 and lands of J.S. Mozino Co., Inc., from lands now or late of Leonard J. Wiley, et ux, at the distance of four hundred seventy three and thirty seven one-hundredths feet, measured South twenty two degrees, thirteen minutes East, from its intersection with the title line in the bed of Rolling Road; thence extending along lands of J.S. Mozino Co., Inc., North sixty seven degrees, forty seven minutes East, twenty five feet to a point; thence extending still along lands of J.S. Mozino Co., Inc., South twenty two degrees, thirteen minutes East, ninety five and seventy four one-hundredths feet to a point; thence extending South sixty seven degrees, ten minutes West, twenty ive feet to line of lands of Leonard J. Wiley; and thence extending along same, North twenty two degrees, thirteen minutes West, ninety six feet to the first mentioned point and place of beginning.

PREMISES "C"

Together with all and singular the messuage and lot or piece of land improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever of

the said Grantors , as well at law as in equity, of, in, and to the same.

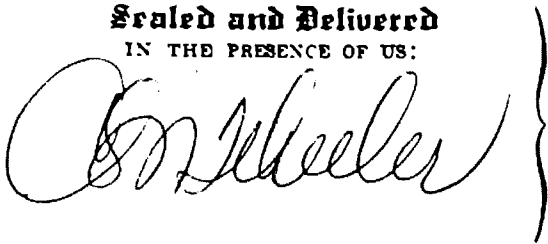
To have and to hold the said lot or piece of ground above described
message hereditaments
and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the
said Grantee , his heirs and assigns, to and for the only proper
use and behoof of the said Grantee , his heirs and assigns forever.

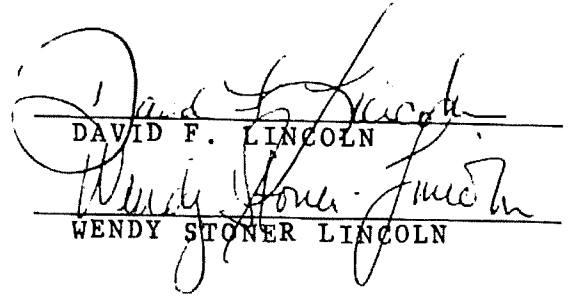
And the said Grantors, their

heirs ,
executors and administrators do covenant, promise and agree, to and with the said Grantee ,
his heirs and assigns, by these presents, that they , the said Grantors,
their heirs, all and singular the hereditaments and premises
hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee ,
his heirs and assigns, against them, the said Grantors, their
heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same
or any part thereof, by, from or under him, her, them, or any of them, shall and will
WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part hereunto set
their hand s and seal s. Dated the day and year first above written.

Scaled and Delivered
IN THE PRESENCE OF US:




DAVID F. LINCOLN
WENDY STONER LINCOLN

045847

#2400

2100.00
21.05.00
1,193.00

905

100547

RECORDED & INDEXED



James P. ...

The address of the above-named Grantee is

Sold to ...
Acquainted on 19010

Or Detail of the Grantee
Dr. ...

DEED.

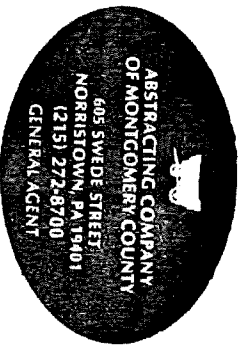
DAVID F. LINCOLN and
WENDY STONER LINCOLN, his wife

TO

BRIAN McDEVITT

PREMISES:
501 S. Ithan Avenue
Radnor Township
Delaware County, Pennsylvania

753-S John C. Clark Co., Phila. 1988



Carlynn M. ...
My commission expires 7/31/03

On this, the 21st day of July, 1988 before me,
the undersigned Officer,
DAVID F. LINCOLN and WENDY STONER LINCOLN, his wife
known to me (satisfactorily proven) to be the persons whose name is (are) subscribed to the
within instrument, and acknowledged that he executed the same for the purposes therein contained.
In witness whereof, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania
County of MONTGOMERY

COMMONWEALTH TITLE INSURANCE COMPANY

CLTIC
D 110030 DN Deed #3 Drexel Hill

This Indenture Made the 6th day of October in the year of our Lord one thousand nine hundred and ninety-four (1994.)

Between

MOZINO DEVELOPMENT CORPORATION,
(a Pennsylvania Corporation)

(hereinafter called the Grantor), of the one part, and

Brian McDevitt

(hereinafter called the Grantee), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

One (\$1.00) Dollar

lawful

money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, his heirs and assigns,

PREMISES A

ALL THOSE TWO CERTAIN lots or pieces of ground, Hereditaments and Appurtenances, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a Lot Line Adjustment Plan between Brian McDevitt and J.S. Mozino, Inc., made by John Smirga, Wayne, Pa., dated 11/11/1992, revised 1/4/1993 and recorded in Plan Volume 18 page 38, as follows, to wit:

THE FIRST THEREOF BEGINNING at a point on the title line in the bed of Ithan Avenue a corner of lands now or late of J. S. Mozino & Co., Inc.; thence extending from said beginning point along lands now or late of J. S. Mozino & Co., Inc., North 74 degrees 50 minutes 30 seconds East 70.66 feet to a point; thence extending South 67 degrees 47 minutes West 71.53 feet to a point in the title line in the bed of Ithan Avenue, aforesaid; thence extending along same North 13 degrees 11 minutes West 8.88 feet to the first above mentioned point and place of beginning.

THE SECOND THEREOF BEGINNING at an interior point, in line of lands now or late of J.S. Mozino & Co., Inc.; thence extending from said beginning point along lands now or late of J.S. Mozino & Co., Inc., aforesaid the three following courses and distances: (1) North 74 degrees 50 minutes 30 seconds East 40.31 feet to a point; (2) South 79 degrees 27 minutes 3 seconds East 40.47 feet to a point; and (3) South 22 degrees 13 minutes East 68 feet to a point in line of lands now or late of L. Viggiano; thence extending along same and lands now or late of Brian McDevitt, as shown on said plan, South 67 degrees 10 minutes West 74.01 feet to a point in line of lands now or late of Brian McDevitt, aforesaid; thence extending along same North 22 degrees 13 minutes West 95.74 feet to the first above mentioned point and place of beginning.

Deed # 36-07-04719-00 (PART OF)

BEING PART OF the same premises which Joseph S. Mozino and Sarah J. Mozino, husband and wife, by Indenture bearing date the 15th day of November, A.D. 1961 and recorded in the Office of the Recorder of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book 1977 page 466, granted and conveyed unto J. S. Mozino & Co., Inc., in fee.

BEING part of the same premises which J. S. Mozino & co., Inc., a Pa. Corporation, by Deed dated November 1, 1991 and intended to be forthwith recorded in the Office for the Recording of Deeds in and for the County of Delaware aforesaid, granted and conveyed unto Mozino Development Corporation, in fee.

Together with all and singular the Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of the said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, his heirs and Assigns, to and for the only proper use and behoof of the said Grantee, his heirs and Assigns, forever.

And the said Grantor, for itself, its successors and assigns do by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and Assigns, that it the said Grantor, its successors and assigns

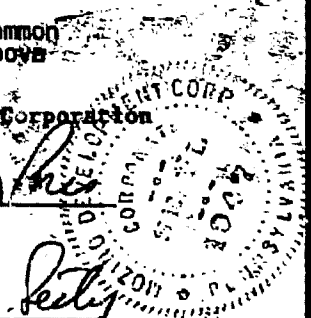
all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, his heirs and Assigns, against it the said Grantor, its successors and assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof the said Grantor has hereunto caused its common or Corporate Seal to be affixed, dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

BY Arden L. Maguire
Arden L. Maguire
Attest Arden L. Maguire
Maguire development Corporation





REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	1306
Page Number	0499
Date Recorded	10/13/94

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: E. Leskie Telephone Number: _____
 Area Code: 610, 446-5000
 Street Address: 1246 Township Line City: Drexel Hill State: PA Zip Code: 19026

B TRANSFER DATA

Grantor(s): Mozino Development Corporation Date of Acceptance of Document: _____
 Grantee(s): Brian McDevitt
 Street Address: 423 Burnant Rd Street Address: 501 S. ITAN AVE
 City: Drexel Hill PA 19026 City: Rosemont PA 19010

C PROPERTY LOCATION

Street Address: LOT ITAN AVE City, Township, Borough: RADNOR
 County: Delaware School District: RADNOR Tax Parcel Number: Part of 36-07-04719-00

D VALUATION DATA

1. Actual Cash Consideration: 1.00
 2. Other Consideration: +
 3. Total Consideration: = 1.00
 4. County Assessed Value (ANDY): 1000-800 SEPARATELY ASSESSED
 5. Common Level Ratio Factor: 32.26
 6. Fair Market Value: _____

EXEMPTION DATA

1a. Amount of Exemption Claimed: _____
 1b. Percentage of Interest Conveyed: _____

2. Check appropriate box below for Exemption Claimed
- Will or estate administration (Name of Decedent: _____, Estate File Number: _____)
 - Transfer to Industrial Development Agency.
 - Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
 - Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____.
 - Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
 - Corrective deed (Attach copy of the prior deed).
 - Statutory corporate consolidation, merger or division. (Attach copy of articles).
 - Other (Please explain exemption claimed, if other than listed above.)
THIS DEED IS MADE TO ADJUST LOT LINES ON PLAN DATED 11/1/92 Rev 11/93 RECORDED VOL 18 PG 38

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: E Leskie Date: 10/6/94

(SEE REVERSE)

VOL 1306 PG 0492

Commonwealth of Pennsylvania

County of *Del*

On this, the *6* day of *Oct*, 19*94*, before me,

personally appeared *Andrew L. Mozino* who acknowledged himself (herself) to be the *PRESIDENT* of *Mozino Development Corporation* a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as *PRESIDENT*

the undersigned officer,

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

Eugenia P. Leslie



OFFICIAL SEAL
Eugenia P. Leslie, Commissioner of Deeds
for Commonwealth of Penna., From out of State
Washington Twp., Gloucester Co., N.J.
Office: Dramm Hill, Del. Co. Pa.
My Commission Expires September 27, 1998

36-07-04719-00
DEED
NOT INSURED

Mozino Development Corporation
a Pa. Corp.

TO

Brian McDevitt

→ CLTIC / DRKEL HGL

750-S John C. Clark Co., Phila 1992
Premises: Lot *ITMAN AVE*
Rosemont PA
Del. Co., Pa.

083074

The address of the above-named Grantee
is *501 S. ITMAN AVE*
ROSEMONT PA 19010
On behalf of the Grantee

E. Leslie

TD-41347-6JP

This Indenture Made this *10th* day of *June*, 2004.

Between HELEN M. VIGGIANO (being the mother and mother-in-law of the hereinafter named Grantees)

(hereinafter called the Grantor)

AND

MARK VIGGIANO and LISA VIGGIANO, husband and wife (the said Mark Viggiano being the son of the hereinabove named Grantor)

(hereinafter called the Grantees).

Witnesseth That the said Grantor for and in consideration of the sum of

\$ 560,000.00
lawful money of the United States of America, unto her well and truly paid by the said Grantees and at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns, as tenants by the entirety,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described according to a Plan of Property of George Smith and wife made by Yerkes Engineering Company, Bryn Mawr, Pennsylvania, dated June 2nd, 1965 and last revised January 21, 1969 as follows, to wit:-

BEGINNING at a point on the Westerly side of Brandymede Place (60 feet wide) measured the four following courses and distances from the point formed by the intersection of the Southwesterly side of said Brandymede Place with the Northwesterly side of Wykhaven Road (60 feet wide): (1) extending from said point of intersection North 39 degrees 29 minutes West 95.06 feet to a point of curve; (2) on a line curving to the right having a radius of 910 feet, the arc distance of 119.41 feet to a point of tangent; (3) North 31 degrees 57 minutes 55 seconds West 213.49 feet to a point of curve; and (4) on a line curving to the right having a radius of 310 feet the arc distance of 189.04 feet to the point and place of beginning; thence extending from said beginning point South 87 degrees 49 minutes 3 seconds West 285.18 feet to a point; thence extending North 25 degrees 51 minutes 57 seconds West 81.93 feet to a point, a corner of land to be conveyed to Leonard Wiley; thence by said land the two following courses and distances: (1) North 64 degrees 8 minutes 3 seconds East 31.94 feet to an iron pin; and (2) North 13 degrees 31 minutes 40 seconds West 103.23 feet to a spike; thence North 63 degrees 19 minutes 10 seconds East 112.99 feet to a point; thence South 64



degrees 14 minutes 53 seconds East 268.74 feet to a point on the Westerly side of Brandymede Place aforesaid; thence extending along the same Southwardly on a line curving to the left having a radius of 310 feet the arc distance of 115 feet to the first mentioned point and place of beginning

BEING Lot #126 on said Plan.

BEING known and designated as Premises #528 Brandymede Place.

Being Folio #36-07-04235-00

BEING the same premises which George Lawton Smith and Helen N. Smith, his wife by Deed dated June 13, 1969 and recorded June 17, 1969 in Delaware County in Book 2341 Page 652 conveyed unto Louis X. Viggiano and Helen M. Viggiano, his wife, in fee.

AND the said Louis X. Viggiano died on July 25, 1991 whereupon title to the premises became vested in Helen M. Viggiano as surviving tenant by the entirety.

This is a conveyance from mother/mother-in-law to her son and daughter-in-law and is tax exempt.

Together with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot(s) or piece(s) of ground above described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever, as tenants by the entirety.

And the said Grantor, for herself, her heirs, executors, administrators does by these presents, covenant, grant and agree, to and with the said Grantees, their heirs, and assigns, that she the said Grantor, her heirs, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantees, their heirs and assigns, against her the said Grantor, her heirs and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under her, them or any of them shall and will WARRANT and forever DEFEND.

DEED
PH104716JP

Grantor: HELEN M. VIGGIANO

TO

Grantees: MARK VIGGIANO and LISA VIGGIANO,
husband and wife

FOLIO NO.: 36-07-04235-00

PREMISES

528 Brandy Mede Place
Radnor Township
Delaware County, PA

MAIL TAX BILLS TO:

528 Brandy Mede Place
Rosemont, PA 19010

After Recording Return To:

LandAmerica/Commonwealth Land Title Insurance Company
1700 Market Street - Suite 2110
Philadelphia, PA
Attn.: Delivery Department

The address of the above named Grantee is:

528 Brandy Mede Rd
Rosemont Pa 19010

Certified by: 

DEPARTMENT OF REVENUE
 STATE OF DELAWARE
 DIVISION OF REVENUE
 100 MARKET STREET, 2ND FLOOR
 WILMINGTON, DE 19801

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

Document Number	3204
Page Number	2039
Effective Date	6-14-04

Complete each section and file it (please write the book and page number of the deed on which the deed is recorded) when the deed is filed. If the deed is a gift deed, the donor must complete Section A. If the deed is a sale deed, the seller must complete Section B. If the deed is a transfer of a life interest, the transferor must complete Section C. If the deed is a transfer of a remainder interest, the transferor must complete Section D. If the deed is a transfer of a life interest in a trust, the transferor must complete Section E. If the deed is a transfer of a remainder interest in a trust, the transferor must complete Section F. If the deed is a transfer of a life interest in a trust and the transferor is a trustee, the trustee must complete Section G. If the deed is a transfer of a remainder interest in a trust and the transferor is a trustee, the trustee must complete Section H. If the deed is a transfer of a life interest in a trust and the transferor is a trustee and the transferor is also the settlor, the trustee must complete Section I. If the deed is a transfer of a remainder interest in a trust and the transferor is a trustee and the transferor is also the settlor, the trustee must complete Section J.

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: _____
 Title: _____
 Address: _____
 City: _____
 State: _____
 Zip: _____
 Telephone: _____
 Fax: _____

B TRANSFER DATA

Transferor Name	Transferor Address	Transferor City	Transferor State	Transferor Zip
Helen M. Vignone	Mark Vignone and Jo Vignone	Rosemont	Pa	19010
Transferor City	Transferor State	Transferor Zip	Transferor County	Transferor Parcel Number
Rosemont	Pa	19010	Philadelphia	No. 17-0421540

C PROPERTY LOCATION

County	City/Township	Parcel Number
Philadelphia	Philadelphia	No. 17-0421540

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$560,000.00	+ 0	\$560,000.00
4. County Assessed Value	5. County Level Ratio Factor	6. Fair Market Value
115,200.00	1.15	\$477,549.00

E EXEMPTION DATA

10. Amount of Exemption Claimed	11. Percentage of Interest Exempt
100%	100%

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession _____ (Name of Decedent) _____ (Inheritance Tax Return File Number)
 - Transfer to Industrial Development Agency.
 - Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
 - Transfer between principal and agent. (Attach copy of agency/straw trust agreement) Tax paid prior deed \$ _____
 - Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolutions).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ Page Number _____
 - This is a deed transfer from parent to children, therefore transfer tax is exempt.

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Transferor	Date
<i>[Signature]</i>	06/10/04

In Witness Whereof, the said Grantor has caused these presents to be duly executed dated the day and year first above written.

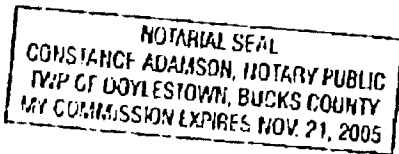
Sealed and Delivered
IN THE PRESENCE OF US

Helen M. Viggiano (SEAL)
Helen M. Viggiano

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Delaware)SS
)

On this, the 10th day of June, A.D. 2004, before me, a notary public the undersigned officer, personally appeared HELEN M. VIGGIANO known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Constance Adamson
Notary Public

My Commission Expires: _____

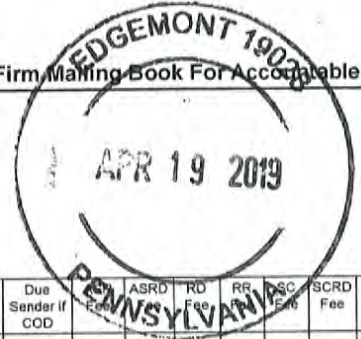


Firm Mailing Book For Accountable Mail

John Smirgita
7 Village Circle
Newtown Sq Pa 19074

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.



USPS Tracking Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Charge)	Handling Charge	Actual Value if Registered	Insured Value	Due Sender If COD	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	HENRY BARRY 467 BARCLAY ROAD ROSEMONT, PA 19010												
2.	MCCABE ANDERSON L & SANDRA K 478 BARCLAY RD ROSEMONT, PA 19010												
3.	MCMANIMEN GARY P & CLAIRE B 474 BARCLAY ROAD ROSEMONT, PA 19010												
4.	SPRING MILL REALTY CO 555 SPROUL RD												
5.	VILLANOVA, PA 19085												
6.													
7.													
8.													

Total Number of Pieces Listed by Sender: 4
 Total Number of Pieces Received at Post Office: 4

Postmaster, For (Name of receiving employee)
 C. Dennis

Complete in Ink

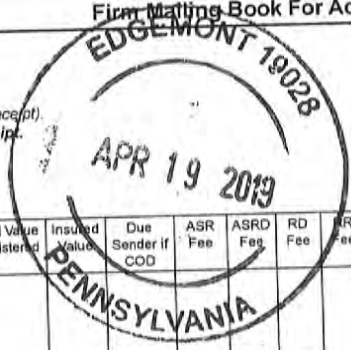


First-Class Mail Book For Accountable Mail

John SMIRGA
2 Village Circle
Newtown Sp Pa

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

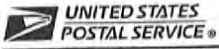
Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt.



USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value If Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
14072	HUA WEN & ZHU JOHN Z 469 ROLLING ROAD ROSEMONT, PA 19010													
	ABRUZZO JOHN AKA JOHN L & ABRUZZO ELAINE 465 ROLLING RD ROSEMONT, PA 19010													
	FARLEY KAREN 461 ROLLING RD ROSEMONT, PA 19010													
	ROGERS THOMAS A & ANDREA M 466 ROLLING RD ROSEMONT, PA 19010													
	MOUGHAN BETH 472 ROLLING RD ROSEMONT, PA 19010													
	DELUCA ROBERT A & HUFFMAN RITA P 476 ROLLING RD ROSEMONT, PA 19010													
	MOSES STEPHEN & SUSAN 478 ROLLING ROAD ROSEMONT, PA 19010													

Total Number of Pieces Listed by Sender: 7
Total Number of Pieces Received at Post Office: 7

C. Dennis
Complete in blue

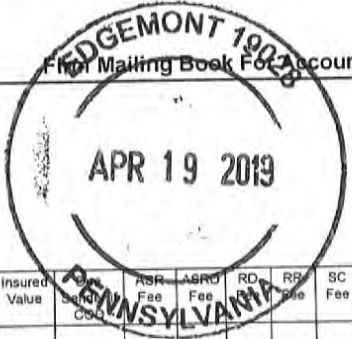


EDGEMONT 19025
For Mailing Book For Accountable Mail

John SMIRGA
2 Village Circle
Newtown Sq Pa

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9013	FREY MATTHEW & PIRONTI DONNA 471 BARCLAY RD ROSEMONT, PA 19010												
1.	BOLLING JAY H 449 BOXWOOD RD ROSEMONT, PA 19010												
2.	FERRARA DOROTHY V 458 BOXWOOD LANE ROSEMONT, PA 19010												
3.	SAUTTER WILLIAM R & CLAIRE A 1274 FRITZ CIR HUNTINGDON VALLEY, PA 19006												
4.	465 BOXWOOD LLC 20 LOUELLA CT WAYNE, PA 19087												
5.	STRID ERIK O & KAREN L 459 BARCLAY RD ROSEMONT, PA 19010												
6.	FERRIS ROBERT 272 LAFAYETTE AVE CHATHAM, NJ 07928												
7.													
8.													

Total Number of Pieces Listed by Sender: 7
Total Number of Pieces Received at Post Office: 7

C. Dennis

Complete in Ink

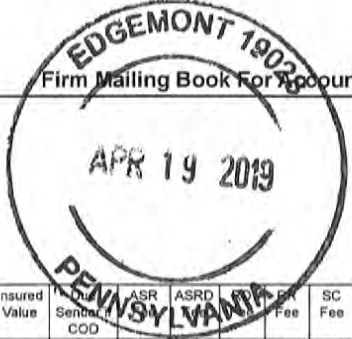


EDGEMONT 19026
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Name and Address of Sender
*John SMIRGA
7 Village Circle
Newton Sq Pa
19073*

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 - Signature Confirmation Restricted Delivery

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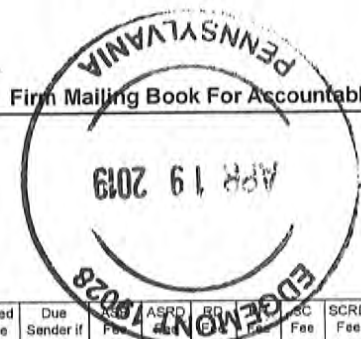
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value If Registered	Insured Value	Sender COD	ASR	ASRD	Return Receipt	SC Fee	SCRD Fee	SH Fee
1.	LUTHRA BHARAT 635 S ITHAN AVE BRYN MAWR, PA 19010												
2.	BASILE VITO P & ANNE 474 MARLBIDGE RD ROSEMONT, PA 19010												
3.	SADOCK JONATHAN M 478 MARLBIDGE RD ROSEMONT, PA 19010												
4.	KELLY KAREN SPENCER 461 WYLDHAVEN RD ROSEMONT, PA 19010							Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery
5.	DURLOFSKY GREGG R 452 WYLDHAVEN RD ROSEMONT, PA 19010												
6.	PRIOR CHRISTOPHER P 460 WILDHAVEN ROAD ROSEMONT, PA 19010												
7.	PRIOR CHRISTOPHER P & GARANCE M 460 WYLDHAVEN RD ROSEMONT, PA 19010												
8.													

Total Number of Pieces Listed by Sender: **7**
Total Number of Pieces Received at Post Office: _____

C. Dennis



Firm Mailing Book For Accountable Mail



John SMIRGIA
Village Circle
Newtown Sq Pa 19073

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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value If Registered	Insured Value	Due Sender if COD	ASPD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	SCHLAGMAN ADAM J & ETTERS CATHERINE 464 WYLDHAVEN RD ROSEMONT, PA 19010											
2.	ARIA PROPERTIES LLC 1150 FIRST AVE - SUITE 501 KING OF PRUSSIA, PA 19406											
3.	SCHMID JAMES A III & AMY D 472 WYLDHAVEN RD ROSEMONT, PA 19010							Adult Signature Required	Adult Signature Restricted Delivery			
4.	WILDT BRIAN A & AMY B 478 WYLDHAVEN RD ROSEMONT, PA 19010								Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery
5.	EVANGELISTI VINCENT J 484 WYLDHAVEN RD ROSEMONT, PA 19010											Special Handling
6.	SYDNEY MATTHEW & AUDREY 539 BRANDYMEDE RD ROSEMONT, PA 19010											
7.	POSOFF RICHARD 535 BRANDYMEDE RD ROSEMONT, PA 19010											
8.												

Total Number of Pieces Listed by Sender: 7
Total Number of Pieces Received at Post Office: 7

C. Dennis

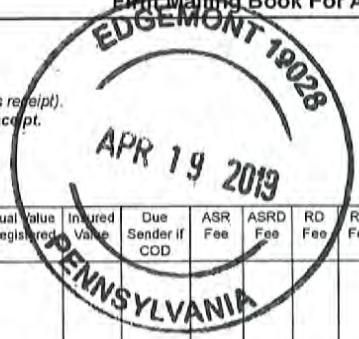


First-class Mail Book For Accountable Mail

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7 Village Circle
Newtown Sq, Pa 19073*

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 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
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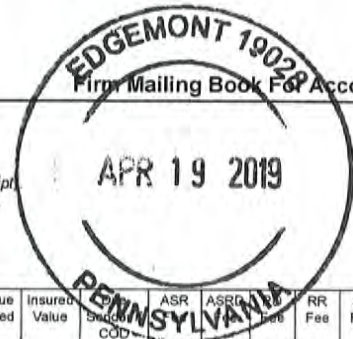
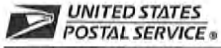
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1.	YOO JUNG SUN & CHUNG KI PANH 531 BRANDYMEADE RD ROSEMONT, PA 19010													
2.	BERI ADITYA & CATHERINE E 527 BRANDYMEDE RD ROSEMONT, PA 19010													
3.	RILEY DONN C & DOROTHY 524 BRANDYMEDEPL ROSEMONT, PA 19010													
4.	VIGGIANO MARK & LISA 528 BRANDYMEDE RD ROSEMONT, PA 19010													
5.	MOHORIC EDWARD P & MARCIA J 532 BRANDYMEDE PLACE ROSEMONT, PA 19010													
6.	LASKY EUGENE M & ELLEN P 829 ANDERSON AVE DREXEL HILL, PA 19026													
7.	RAYER MICHAEL K & KIBELSTIS TERESA EILEEN 540 BRANDYMEDE RD ROSEMONT, PA 19010													
8.														

Total Number of Pieces Listed by Sender: 7
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C. Demme



*John S. M. RGA
2 Village Circle
Newtown Sp, Pa*

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 - Certified Mail Restricted Delivery
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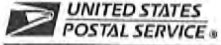
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Signature Confirmation	ASR	ASRR	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	BASCONE WM D & ELEANOR D 515 S ITHAN AVE ROSEMONT PA 19010												
2.	MCDEVITT BRIAN 501 S ITHAN AVE ROSEMONT, PA 19010												
3.	MCDEVITT BRIAN TRUSTEE 325 SWEDE ST NORRISTOWN, PA 19401												
4.	COLONNA CHRISTINE A & MICHELE 487 ROLLING RD ROSEMONT, PA 19010												
5.	MANI KORAH T & SHOBBA 479 ROLLING RD ROSEMONT, PA 19010												
6.	WURMAN SCOTT & JILL 477 ROLLING RD ROSEMONT, PA 19010												
7.	HANSSENS CHRISTOPHER G & BETH C 473 ROLLING RD ROSEMONT, PA 19010												
8.	ROSEMONT, PA 19010												

Total Number of Pieces Listed by Sender: 7
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C. Demio

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Firm Mailing Book For Accountable Mail

Name and Address of Sender
John SMIRGA
2 Village Circle
Newtown Sp Pa 19073

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1.	HOLT DEWITT JR 490 WYLDHAVEN RD ROSEMONT, PA 19010													
2.	CARUSO RICHARD E TRUSTEE 105 MORGAN LN PLAINSBORO, NJ 08536													
3.	CRANE R THOMPSON 113 CUMBERLAND PL BRYN MAWR, PA 19010													
4.	MCNABB JOHN P JR & DOLORES 116 CUMBERLAND PLACE BRYN MAWR, PA 19010													
5.	ADENS DAVID & TASHUA 117 CUMBERLAND PL BRYN MAWR, PA 19010													
6.	BASCOMBE KAREN 525 S ITHAN AVE ROSEMONT, PA 19010													
7.	BASCOMBE RICHARD T 525 S ITHAN AVE ROSEMONT, PA 19010													
8.														

Total Number of Pieces Listed by Sender: 7
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RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Manager/Director of Finance
Patricia Sherwin, Engineering Administrative Assistant

Date: June 19, 2019

***Re: 110 Harvard Lane – Stormwater Waiver Request
Grading Permit Application GP19-115***

The applicant, Rockwell Homes, is constructing a fourteen lot subdivision off of Bryn Mawr Ave. The lot is proposed to have 3,563 square feet of impervious surface. This applicant has been before the Board previously as the site soils do not meet the Township's infiltration requirements of 0.5 inches/hour. No infiltration testing could be conducted due to the high water table.

The applicant is requesting a waiver of 245-22A (2) (c) [2] of the 2006 Stormwater Management Ordinance, the applicant is proposing a rain garden to provide rate control and water quality requirements.

Enclosure: Gannett Fleming Review Letter
Plan Set



Gannett Fleming

*Excellence Delivered **As Promised***

Date: June 13, 2019

To: Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

RE: 110 Harvard Lane – Stormwater Waiver Request
Grading Permit Application – GP 19-115

The applicant has submitted a grading permit for the construction of a 2,099 SF building, 1,313 SF driveway, and 151 SF of walkway. The applicant is requesting a waiver of §245-22.A(2)(c)[2] of the Township's Stormwater Management Ordinance. No permeability testing could be conducted due to the high water table.

The applicant conducted one test pit on the site. Soil features were similar to all test pits on the south side of Harvard Lane, which exhibited redoxymorphic features indicative of a high water table. Groundwater was encountered at 46" below grade. However, mottling of the soil indicates a perched water table at 21" below grade. The applicant is proposing a rain garden to provide rate control and achieve water quality requirements.

The applicant has requested to appear before the Board of Commissioners to request a waiver from the above-mentioned section of the Ordinance and the implementation of the above mentioned stormwater system.

In addition to the waiver request, the applicant must address the following item(s) prior to the issuance of the Grading Permit:

1. The applicant must address any comments that arise during the review of the grading permit application.

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



SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

June 7, 2019

Board of Commissioners Radnor Township
301 Iven Avenue
Wayne, PA 19087

Re: Section 245-22 , Groundwater Recharge Waiver
110 Harvard Lane, Lot 43, Woodlands at Bryn Mawr

Dear Members of the Board:

The Rockwell Bryn Mawr, L.P., respectfully requests a waiver from Section 245-22 of the Township Code requiring groundwater recharge for projects adding new or replacement impervious coverage greater than 500 square feet. As detailed in this request letter, the minimum infiltration requirement of 0.50 inches cannot be achieved and a waiver is sought from the Township in accordance with Section 245-22.A(2)(c)[2].

110 Harvard Road is vacant Lot 43 of the Woodlands II subdivision created in the late 1970's. Only one lot was initially developed (102 Harvard Lane) and the remaining lots have become overgrown with invasive vines and refuse over the last four decades. The current owner, Rockwell Bryn Mawr, L.P., is developing a new family home at 110 Harvard Lane with as shown on the attached plan. The proposed impervious coverage is 3,562 square feet, 16.1%. The Density Modification Development ordinance allows 27%.

Mr. Kevin Sech, P.G., P.E., of HILBEC Engineering, was retained to conduct a soil investigation of the property and surrounding lots, as required by Section 245-22. Mr. Sech evaluated the potential stormwater management areas along Harvard Lane. All test pits on the side south side of the road were similar. Each test pit exhibited redoxymorphic features indicative of a high water table. Mr. Sech concluded either no permeability testing could be conducted per PA DEP guidance due to the restrictive drainage features or the tests did not pass the minimum PA DEP infiltration requirement of 0.1 in/hr. See the soil testing report in the Post Construction Stormwater Management Narrative for 110 Harvard Lane.

In lieu of infiltration facilities, the stormwater management design proposes a rain garden at 110 Harvard Lane to meet water quality and post development runoff peaks ordinance requirements. The rain gardens were designed using the PA DEP Managed Release Concept for bioretention basins. The proposed rain gardens will provide detention within the above ground basin and slowly infiltrate the runoff through a compost attenuation medium for water quality control. Then infiltrated runoff will discharge through a restriction orifice at a slow rate to Meadowbrook Run in the south edge of the property. Please refer to the engineering details in the Grading Permit Application.

Should the Township have any questions or require additional information, please contact me at pspellman@site-engineers.com or 610.523.9002.

Sincerely,



Patrick Spellman, P.E.

RECEIVED

JUN 12 2019
14-115
RADNOR TOWNSHIP
ENGINEERING DEPARTMENT

Impervious Surface

Complete the impervious surface table (required).

Location: **110 HARVARD LANE, LOT 43**

Project Description: **SINGLE FAMILY HOME**

Gross Lot Area **22,140** Sq. Ft.

To be Completed by Radnor Township	
Permit Number:	<u>19-113</u>
Submission Date:	<u>6-12-19</u>
Shade Tree Approval Date:	<u>N/A</u>
Final Approval Date:	_____
Zoning Approval:	_____
	Zoning Officer
Grading Permit Approval:	_____
	Township Engineer

Complete All Yellow Fields							
Cover Type	Existing Area (square feet)	Percentage of existing impervious surface area of your lot	Area of Impervious Removed (square feet)	Area of Added Impervious Cover (square feet)	Total Area (square feet)	Percentage of total impervious surface of your lot, as proposed	
Building	0		0	2,099	2,099		
Walkway/sidewalk	0		0	151	151		
Patios, decks	0		0	0	0		
Driveway	0		0	1,313	1,313		
Other	0		0	0	0		
Total	0		0%				3,563

Estimated Cubic Yards of Dirt Involved **500** Will this fill be taken off site ___ Yes **X** No

Number of trees to be removed (over 6" in diameter) **19** Is Property in Historical District ___ Yes **X** No

Place a check in the box of the Zoning District applicable to your lot. (required)

Zoning Table							
Zoning District	Maximum Impervious Cover (%)		Zoning District	Maximum Impervious Cover (%)		Zoning District	Maximum Impervious Cover (%)
R-1	22		CO 2,3 stories	50		GH_CR	95
R-2	30		C1	60		GH-BC	50
R-3	35		C-2	70		GH-OS	15
R-4	40		C-3	65		WBOD	NA
R-5 Semi/2 family detached	40		PI	45		PB	55
R-5 Multi Dwelling	36		PA	50		PLO	55
R-6	70		GH-N	60		FC	NA
R-1A	30		GH-GA	80		PLU	45

D-M **27%** **X**

TO BE COMPLETED BY APPLICANT

Property Owner(s) **ROCKWELL BRYN MAWR, L.P.**

Address of Property **110 HARVARD LANE (LOT 43)**

Phone Number **484-614-5876**

Email **CHRISTY@ROCKWELLCUSTOM.COM**

Engineer/Surveyor **PATRICK SPELLMAN, SITE ENGINEERING**

Phone Number **610.523.9002**

Email **PSPELLMAN@SITE-ENGINEERING.COM**

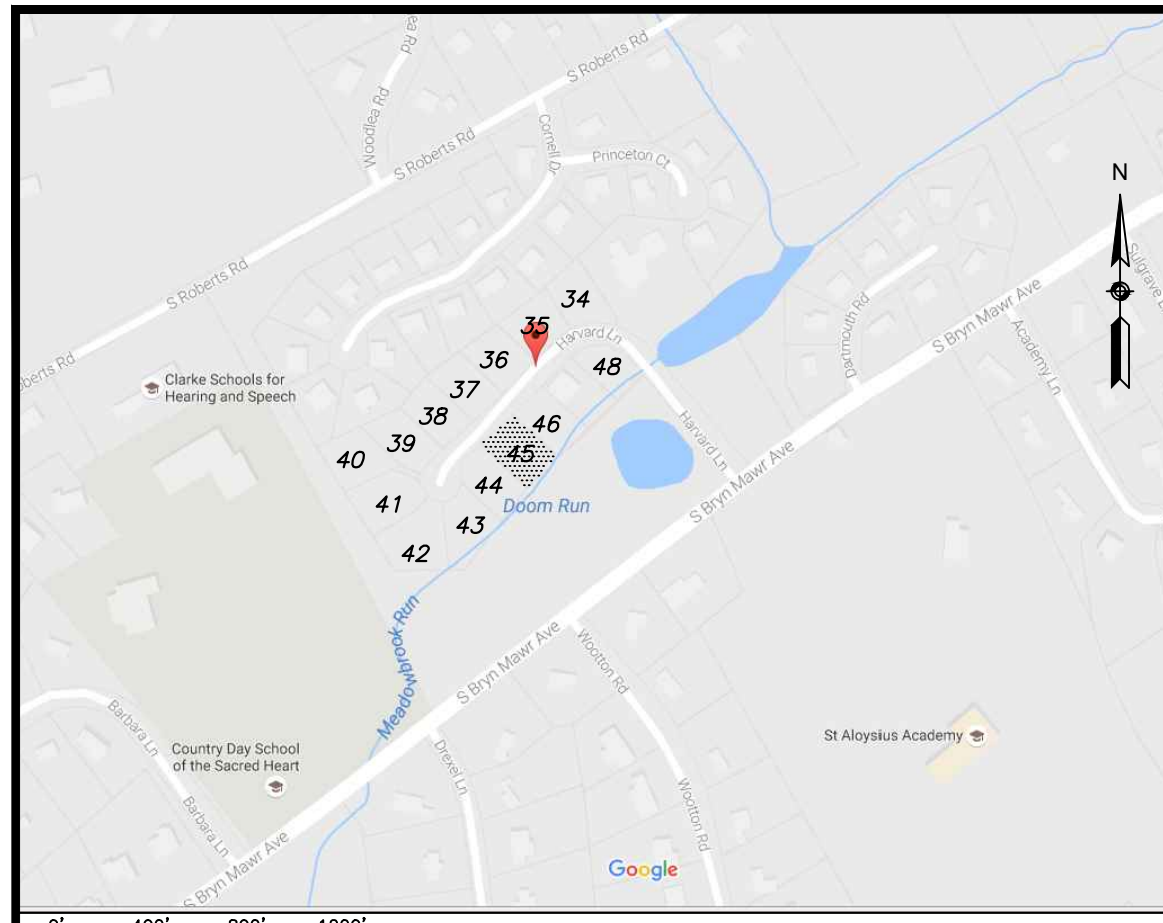
The undersigned hereby makes application for a Permit under Chapter 175 and any amendments there of:

Signature of Applicant



Please note the following requirements:

1. Submit five (5) copies of the plan set with your application
2. Plans are to be no larger than 24" x 36", and shall be folded
3. Shade Tree Commission: If your project meets any of the following requirements, you will be required to attend the Shade Tree Commission Meeting, as well as submit an additional 2 (two) sets of plans and 1(one) flashdrive:
 - a. Any clearing activity which proposes the removal of six (6) or more trees with a Diameter at Breast Height (DBH) of 6" or greater
 - b. Grading in excess of 200 cubic yards, excavation in excess of 60 cubic yards
 - c. Grading for parking lots of 5 or more cars
 - d. Removal of a Heritage Tree (30" DBH or greater) in a non-emergency situation.
 - e. Forestry management and practices
 - f. Swimming pool permits
 - g. The Shade Tree Commission shall review, if directed by the Township Engineer, applications submitted to the Township for the following: Demolition permits on any building lot whereby the proposed work may impact or cause the removal of trees; and Commercial tree removal.
4. Stormwater Calculations:
 - a. Replacement of impervious surface is considered "new" impervious
 - b. There is no credit for the removal of impervious surface
 - c. Stormwater calculations are to be based on the total of all added impervious (not the net impervious surface)



LOCATION MAP
 NOTE: THE EXACT LOCATION AND DEPTH OF EXISTING UTILITIES CANNOT BE GUARANTEED. ALL UTILITIES DEPICTED ON THIS PLAN HAVE BEEN DEVELOPED FROM ABOVE GROUND OBSERVATIONS AND/OR EXISTING RECORDS. CONTRACTOR MUST VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. PENNSYLVANIA STATE LAW REQUIRES NOTIFICATION TO 1-800-242-1776 3-10 BUSINESS DAYS PRIOR TO ANY EXCAVATION.



DESIGN S/N: 20182882223

MAN-MADE STEEP SLOPES
 THE STEEP SLOPES ON THIS PROPERTY WERE NOT IDENTIFIED ON ORIGINAL 1979 SURVEY AND WERE CREATED BY INITIAL CLEARING AND GRADING OF THE ROAD UNDER THE APPROVED SUBDIVISION PLANS.

TREE REMOVAL AND REPLACEMENT REQUIREMENTS
 TREE REMOVAL AND REPLACEMENT SCHEDULE SHALL COMPLY WITH THE "LANDSCAPE PLAN, WOODLANDS ARE BRYN MAWR" PREPARED BY GLORIAN THOMAS PANZAK, DATED JANUARY 6, 2019, REVISED JANUARY 30, 2019 PER CONDITIONAL APPROVAL AT THE JANUARY 23, 2019 AND FEBRUARY 2019 CLEARING PERMIT.

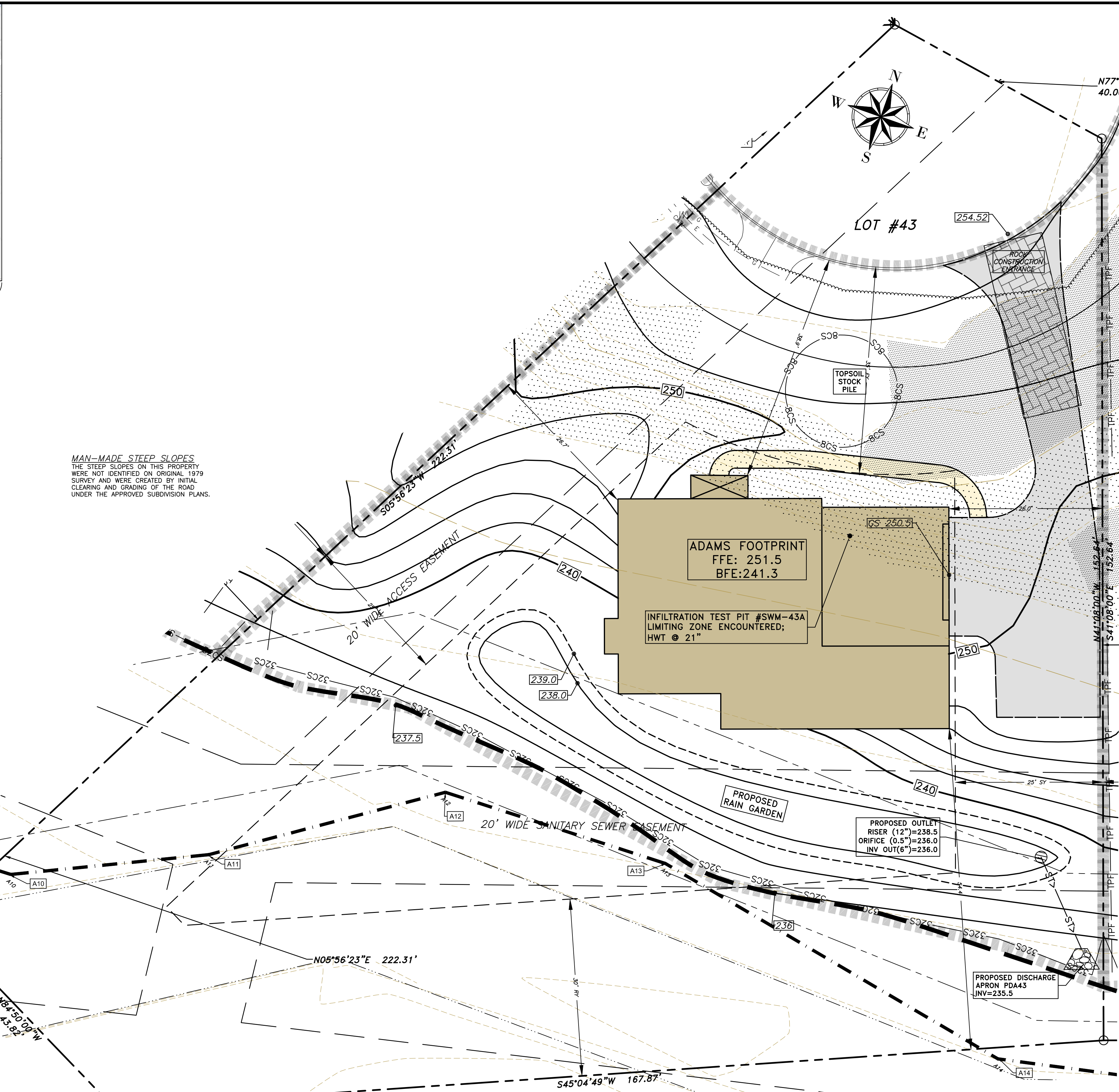
TREE LEGEND

AI	ALANTHUS	MB	MULBERRY
AS	ASH	MG	MAGNOLIA
AR	ARBOREVITAE	MJ	J. MAPLE
BE	BEECH	OK	OAK
CD	CEDAR	SA	S. SAFRAS
CH	CHESTNUT	SG	SWEETGUM
DC	DOGWOOD	SW	SOURWOOD
EL	ELM	SY	SYCAMORE
FR	FRUIT	TL	TUPELO
HB	HACKBERRY	WA	WALNUT
HK	HICKORY	WI	WILLOW
HM	HEMLOCK	WP	WHITE PINE
HO	HOLLY		
MA	MAPLE		
KO	KOUSSA DOGWOOD		

THIS SURVEY IS NOT TO BE USED FOR TREE REMOVAL ALONG PROPERTY LINES. TREE LOCATIONS ARE APPROXIMATE. FOR TREE REMOVAL PURPOSES, PROPERTY LINES MUST BE FIELD MARKED WITH STAKES SET TO ESTABLISH EXACT TREE OWNERSHIP.

PLAN LEGEND

BOLD LINES: PROPOSED	
FADED LINES: EXISTING	
--- SUPPLEMENTAL CONTOUR (1' INTERVAL)	
--- INDEX CONTOUR (5' INTERVAL)	
--- ST --- STORM SEWER PIPING	
--- S --- SANITARY SEWER PIPING	
--- G --- GAS MAIN	
--- W --- WATER MAIN / SERVICE	
--- OW --- OVERHEAD WIRE	
--- T --- UNDERGROUND TELEPHONE	
--- E --- EDGE OF PAVEMENT	
--- X --- FENCE LINE	
[Color Swatches]	BUILDINGS (PROPOSED/EXISTING)
[Color Swatches]	ASPHALT (PROPOSED/EXISTING)
[Color Swatches]	WALKWAY (PROPOSED/EXISTING)



PLAN LEGEND

BOLD LINES: PROPOSED	
FADED LINES: EXISTING	
--- 1' INTERVAL CONTOUR	
--- 5' INTERVAL CONTOUR	
--- ST --- STORM SEWER PIPING	
--- S --- SANITARY SEWER PIPING	
--- G --- GAS MAIN	
--- W --- WATER MAIN / SERVICE	
--- OW --- OVERHEAD WIRE	
--- T --- UNDERGROUND TELEPHONE	
--- E --- EDGE OF PAVEMENT	
--- X --- FENCE LINE	
[Color Swatches]	BUILDINGS
[Color Swatches]	ASPHALT
[Color Swatches]	WALLS
[Color Swatches]	WALKS & PADS
[Color Swatches]	DOOR SILL
[Color Swatches]	GARAGE SILL
[Color Swatches]	WATER VALVE
[Color Swatches]	WATER METER
[Color Swatches]	SANITARY VENT
[Color Swatches]	SAN CO
[Color Swatches]	SANITARY CLEAN OUT
[Color Swatches]	GM
[Color Swatches]	GV
[Color Swatches]	GAS VALVE
[Color Swatches]	MONUMENT FOUND AND HELD
[Color Swatches]	CLEAN OUT
[Color Swatches]	DOWNSPOUT
[Color Swatches]	MODERATELY STEEP SLOPES 14-20%
[Color Swatches]	VERY STEEP SLOPES >20%

LEGEND - E & S CONTROL FEATURES

--- 8" COMP. SOCK	
--- TP --- TREE PROTECTION FENCING	
--- --- LIMIT OF DISTURBANCE LINE	
[Color Swatches]	ROCK CONSTRUCTION ENTRANCE
[Color Swatches]	SOIL BOUNDARY & MAP SYMBOL
[Color Swatches]	TREE TBR

SURVEY NOTES

- PARCEL INFORMATION: PARCEL NUMBER: 36-05-03083-59 Block 36-39 Unit 159 GROSS LOT AREA: 22,140 Sq. Ft. DEED BOOK 6074 PAGE 2371
- VERTICAL CONTROL IS BASED ON NAD83/NGVD88, PA SOUTH ZONE, WGS84.
- THERE IS AN IDENTIFIABLE FLOOD PLAIN AREA WITHIN THE PROJECT SITE AS ILLUSTRATED ON COMMUNITY PANEL NUMBER 420417-0039F OF THE FLOOD INSURANCE RATE MAP AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE TOWNSHIP OF RADNOR, PENNSYLVANIA.
- WETLANDS SHOWN BASED ON FLAGGED DELINEATION AND SURVEY.
- EXISTING SUBSURFACE UTILITY INFORMATION INDICATED IS BASED UPON VISUAL FIELD INSPECTION BY JEFFERY P. TURNER, PLS. SUCH INFORMATION CONCERNING THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF SUBSURFACE UTILITIES IS APPROXIMATE IN NATURE AND HAS BEEN OBTAINED AS A SUPPLEMENT TO THE SITE SURVEY. THE INFORMATION PROVIDED IS REPRESENTATIVE OF SUBSURFACE CONDITIONS ONLY AT LOCATIONS AND DEPTHS WHERE SUCH INFORMATION WAS OBTAINED. THERE IS NO EXPRESSED OR IMPLIED AGREEMENT THAT UTILITY SIZE, LOCATION, DEPTH, QUANTITY, ETC. AS SHOWN EXISTS BETWEEN EXPLORED LOCATIONS. ACCORDINGLY, UTILITY INFORMATION SHOWN SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. IT IS INCUMBENT UPON THE CONTRACTOR TO VERIFY THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF ALL UTILITIES BEFORE EXCAVATION.
- THIS SURVEY IS NOT TO BE USED FOR TREE REMOVAL ALONG PROPERTY LINES. TREE LOCATIONS ARE APPROXIMATE. FOR TREE REMOVAL PURPOSES, PROPERTY LINES MUST BE FIELD MARKED WITH STAKES SET TO ESTABLISH EXACT TREE OWNERSHIP.
- PLANS REFERENCED: THE WOODLANDS II, AMENDED FINAL PLAN OF LOTS, PREPARED FOR OAKWOOD HOMES COMPANY, PREPARED BY D.S. WINOKUR ASSOCIATES, DATED 3-28-79, LAST REVISED 12-16-83. THE WOODLANDS II, SITE PLAN LOTS 16-31 & 34-49, PREPARED FOR OAKWOOD HOMES COMPANY, PREPARED BY D.S. WINOKUR ASSOCIATES, DATED 3-28-79, LAST REVISED 9-26-90. THE WOODLANDS II, SITE PLAN LOTS 16-31 & 34-48, PREPARED FOR OAKWOOD HOMES COMPANY, PREPARED BY D.S. WINOKUR ASSOCIATES, DATED 3-28-79, NO REVISIONS.

ZONING SUMMARY

ORDINANCE ITEM	R-1	D-M	PROPOSED
MIN. LOT AREA	43,560 SF	-	-
MIN. LOT WIDTH @ BLDG	120 FT	-	-
MIN. SETBACKS			
FRONT**	60 FT	35 FT	38.9 FT
SIDE (MINIMUM AGGREGATE)	25 FT/60 FT	25 FT/50 FT	26.0 FT / 52.7 FT
REAR	40 FT	30 FT	54.4 FT
MAX. BUILDING HEIGHT	35 FT	35 FT MAX	35 FT MAX
MAX. BUILDING COVERAGE	15%	20%	9.5%
MAX. IMPERVIOUS COVERAGE	22%	27%	16.1%

** D-M FRONT YARD SETBACK MEASURED FROM CURB LINE.

IMPERVIOUS COVERAGE SUMMARY (SQ. FT.)

GROSS AREA	EXISTING	TO BE REMOVED	TO BE ADDED	NET	PROPOSED
BUILDINGS	0	0	2,099	2,099	2,099
WALKS	0	0	151	151	151
PATIOS & DECKS	0	0	0	0	0
DRIVES	0	0	1,313	1,313	1,313
OTHER	0	0	0	0	0
TOTAL IMPERVIOUS COVERAGE	0	0	3,563	3,563	3,563
TOTAL BUILDING %	0.0%				9.5%
TOTAL IMPERVIOUS %	0.0%				16.1%

FUTURE IMPERVIOUS
 THE STORMWATER MANAGEMENT SYSTEM HAS BEEN DESIGNED TO ACCOMMODATE AN ADDITIONAL 1,425 SF OF PROPOSED IMPERVIOUS NOT SHOWN ON THIS PLAN. THE PROPOSED DESIGN REQUIRES FUTURE IMPERVIOUS TO BE CAPTURED IN THE RAIN GARDEN. A SEPARATE GRADING PERMIT SUBMISSION WILL BE REQUIRED TO CONSTRUCT THE ADDITIONAL IMPERVIOUS AND FOR ANY OTHER FUTURE IMPROVEMENTS AT THE SITE IN ACCORDANCE WITH THE APPLICABLE ORDINANCES IN FORCE AT THAT TIME.

CONSTRUCTION STAGING

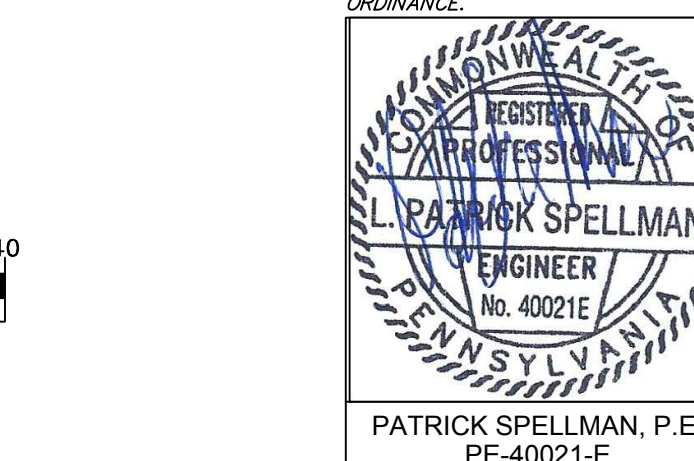
- PERMITEE OR PERMITEE'S DESIGNEE SHALL CONTACT THE TOWNSHIP AT 610-688-5600 TO ARRANGE THE PRE-CONSTRUCTION CONFERENCE AT THE SITE WITH THE TOWNSHIP ENGINEER. THE PRE-CONSTRUCTION CONFERENCE MUST BE HELD PRIOR TO COMMENCEMENT OF ANY WORK ASSOCIATED WITH THE GRADING PERMIT.
- FIELD LOCATE ALL UTILITIES.
 - INSTALL SILT FENCE AND TREE PROTECTION FENCING. INSTALL ROCK CONSTRUCTION ENTRANCE IF CLEANING OF TIRES ON EXISTING DRIVEWAY IS INEFFECTIVE.
 - STRIP TOPSOIL AND ROUGH GRADE AREA OF PROPOSED IMPROVEMENTS. IMMEDIATELY STABILIZE DOMINANT DISTURBED AREAS WITH THE APPROPRIATE SEED MIXTURE. TOPSOIL STOCKPILE AREAS TO BE LIMITED TO 35 FEET WITH A MAXIMUM SIDE SLOPE OF 2:1. IMMEDIATELY STABILIZE STOCKPILE.
 - CONSTRUCT IMPROVEMENTS. DISTURBANCE SHALL BE KEPT TO A MINIMUM AT ALL TIMES. MAINTAIN ALL EROSION CONTROL FACILITIES AND DEVICES IN PROPER WORKING ORDER AT ALL TIMES. IMMEDIATELY STABILIZE DOMINANT DISTURBED AREAS WITH STONE OR WITH TEMPORARY OR PERMANENT SEED MIX AS WARRANTED AND MULCH AT 3 TONS PER ACRE, AND LIME AS PRESCRIBED.
 - CONSTRUCT THE STORMWATER BASIN AND CONVEYANCE SYSTEM. SUB-GRADE SHALL NOT BE COMPACTED OR SUBJECT TO EXCESSIVE CONSTRUCTION EQUIPMENT TRAFFIC. ANY SEDIMENT THAT ACCUMULATES IN THE BASIN SHALL BE REMOVED. THE CONVEYANCE SYSTEM OR BASIN SHOULD RECEIVE RUNOFF FROM UNSTABILIZED AREAS. ALL AREAS TRIBUTARY TO THE BASIN SHALL ACHIEVE A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER BEFORE RUNOFF IS ALLOWED TO ENTER THE STORMWATER SYSTEM.
 - A MINIMUM OF 4 INCHES OF TOPSOIL SHOULD BE PROVIDED OVER ALL DISTURBED AREAS PRIOR TO SEEDING OPERATIONS.
 - ONCE SITE IS STABILIZED WITH 70% COVERAGE, CONTRACTOR MUST REMOVE EROSION AND SEDIMENTATION CONTROLS. AREAS DISTURBED DURING REMOVAL MUST BE STABILIZED IMMEDIATELY. ANTICIPATED START OF CONSTRUCTION - SUMMER 2019. ANTICIPATED COMPLETION OF CONSTRUCTION - FALL 2019.

PROJECT NARRATIVE

THE OWNER/APPLICANT, ROCKWELL BRYN MAWR, LP, PROPOSES TO CONSTRUCT A SINGLE FAMILY DWELLING ON A VACANT LOT. THE PROPOSED IMPERVIOUS COVERAGE IS 3,563 SF OF THE PROPERTY IS IN THE DARBY CREEK WATERSHED. RELEASE DISTRICT B-2. THE PROPOSED STORMWATER BASIN WILL REDUCE THE POST-CONSTRUCTION STORM PEAK RUNOFF RATE TO THE PRE-CONSTRUCTION STORM PEAK RUNOFF RATES REQUIRED BY TABLE 408.1 AND PROVIDE THE REQUIRED RETENTION AND WATER QUALITY VOLUMES. THE LIMIT OF DISTURBANCE AND STORMWATER REGULATORY AREA IS 12,360 SF. DURING CONSTRUCTION EROSION AND SEDIMENT CONTROL IS ACCOMPLISHED THROUGH LIMITED DISTURBANCE, IMMEDIATE STABILIZATION, AND SILT BARRIERS.

APPLICANT ACKNOWLEDGEMENT:
 I ACKNOWLEDGE THAT ANY REVISION TO THE APPROVED DRAINAGE PLAN AND EROSION AND SEDIMENT CONTROL PLAN MUST BE APPROVED BY RADNOR TOWNSHIP.

I, PATRICK SPELLMAN, P.E., ON THIS DATE, HEREBY CERTIFY THAT THE DRAINAGE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE RADNOR TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.



NUM.	DATE	REVISION

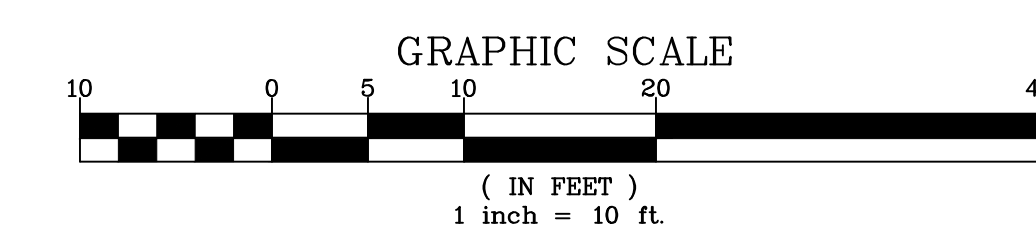
PLAN PREPARED BY:
SITE ENGINEERING CONCEPTS, LLC
 P.O. BOX 1992
 SOUTHEASTERN, PA 19399
 P: 610-240-0450 F: 610-240-0451 E: INFO@SITE-ENGINEERS.COM

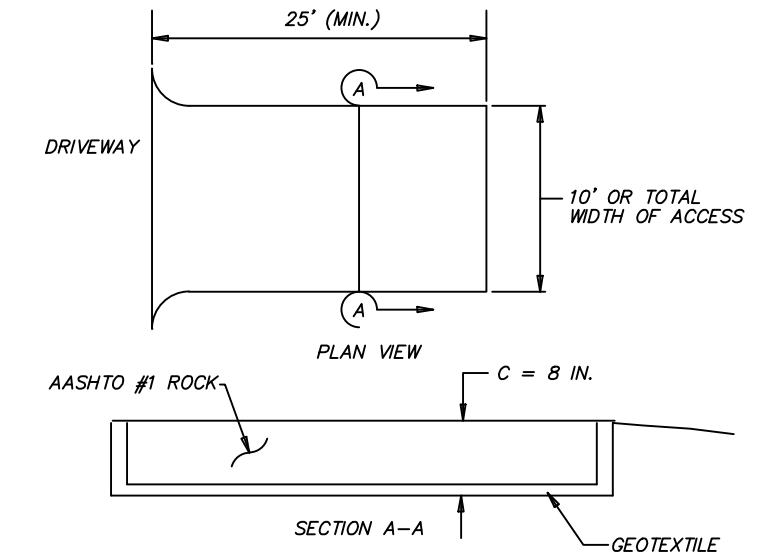
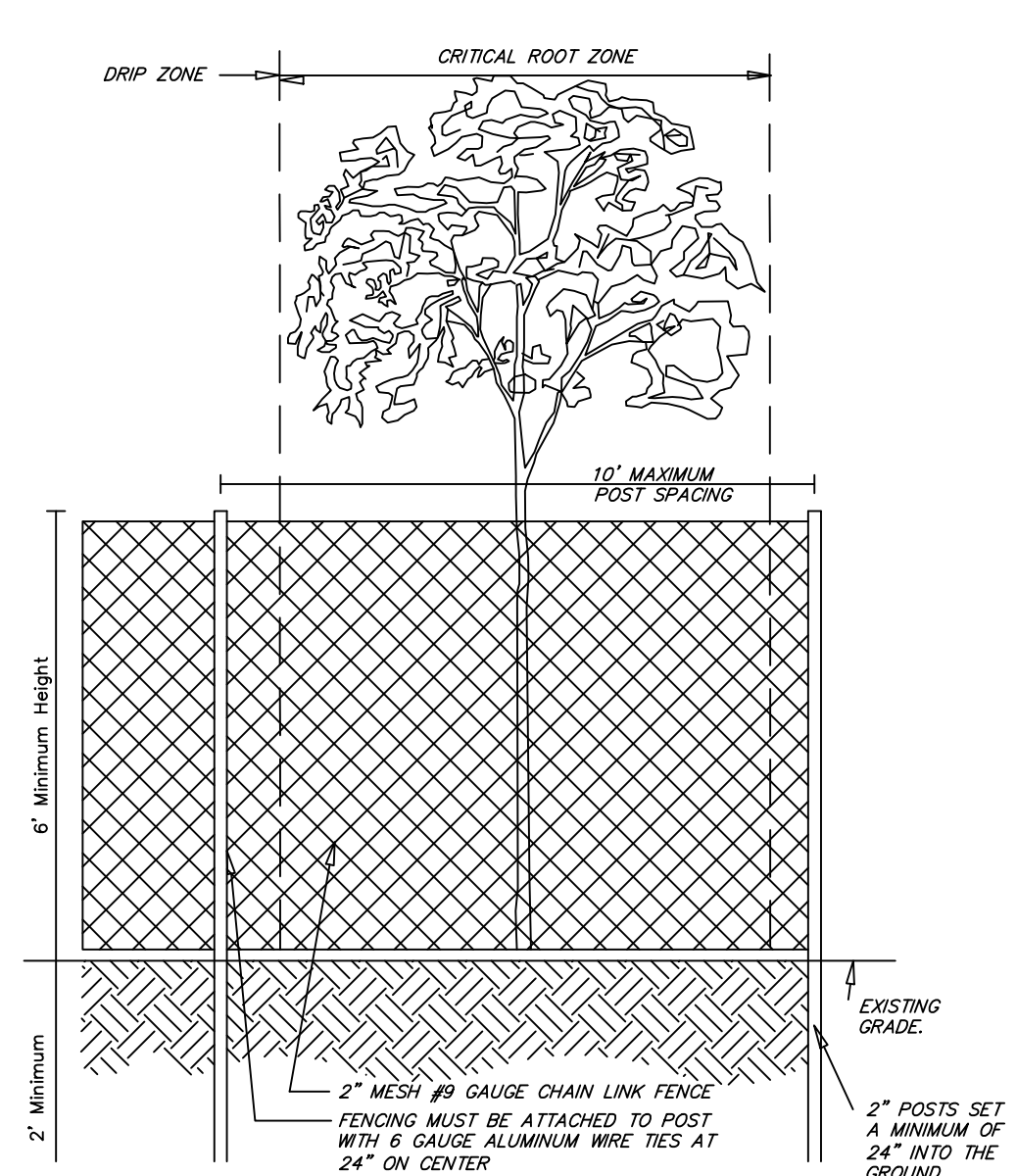
PLAN PREPARED FOR:
ROCKWELL BRYN MAWR, LP
 WOODLANDS AT BRYN MAWR
 HARVARD LANE
 BRYN MAWR, PA 19010

RADNOR TOWNSHIP DELAWARE COUNTY PENNSYLVANIA
 DATE: JUNE 10, 2019

LOT 43
110 HARVARD LANE
PROPOSED PERMIT PLAN

SHEET
1 of 2
 SCALE: AS NOTED





- NOTES:**
1. REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.
 2. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
 3. MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.
 4. MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH BACK, WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

ROCK CONSTRUCTION DETAIL

EROSION CONTROL MAINTENANCE REQUIREMENTS

1. SILT BARRIER, TREE PROTECTION FENCING, AND THE ROCK CONSTRUCTION ENTRANCE MUST BE CHECKED ON A DAILY BASIS AND AFTER ALL STORM EVENTS TO ENSURE THAT THEY ARE STILL FUNCTIONING PROPERLY. IF NOT, THEY SHALL BE REPLACED OR CLEANED OF SEDIMENT.
2. SEDIMENT MUST BE REMOVED FROM SILT BARRIER WHEN ACCUMULATIONS REACH 1/2 OF THE ABOVE GROUND HEIGHT OF THE FENCE.
3. ANY SECTION OF SILT BARRIER WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET.
4. DIVERSION BERMS, STAGED CONSTRUCTION STAGING AREAS, AND INLETS/PIPING SHALL BE PROVIDED AS REQUIRED OR AS DIRECTED BY THE TOWNSHIP SO AS TO ENSURE ACCEPTABLE CONDITIONS DURING THE CONSTRUCTION PHASE.

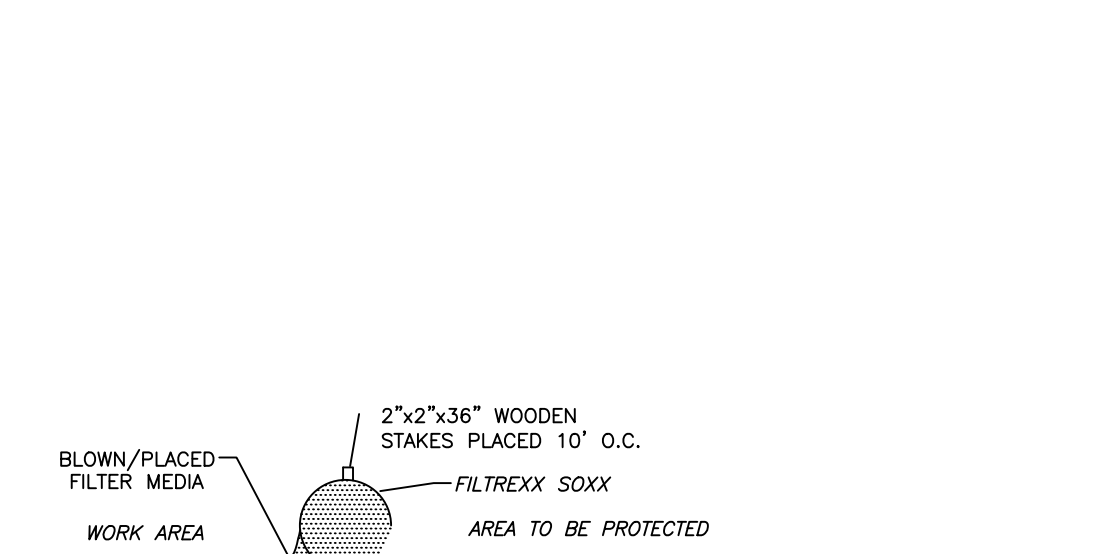
EROSION AND SEDIMENTATION CONTROL NOTES

1. EROSION AND SEDIMENT BMPs MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMPs.
2. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPs MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE BMPs MUST BE STABILIZED IMMEDIATELY.
3. CONTRACTOR MUST WASH VEHICLE TIRES PRIOR TO LEAVING SITE. SHOULD WASHING TIRES PROVE INEFFECTIVE, CONTRACTOR MUST INSTALL ROCK CONSTRUCTION ENTRANCE.
4. CONTRACTOR MUST CLEAN DRIVEWAY AND ROAD OF ANY SEDIMENT AT THE END OF EACH WORK DAY.
5. STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.
6. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPs MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPs AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND REENTING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENT CONTROL BMPs FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPs, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.

TREE PROTECTION FENCING

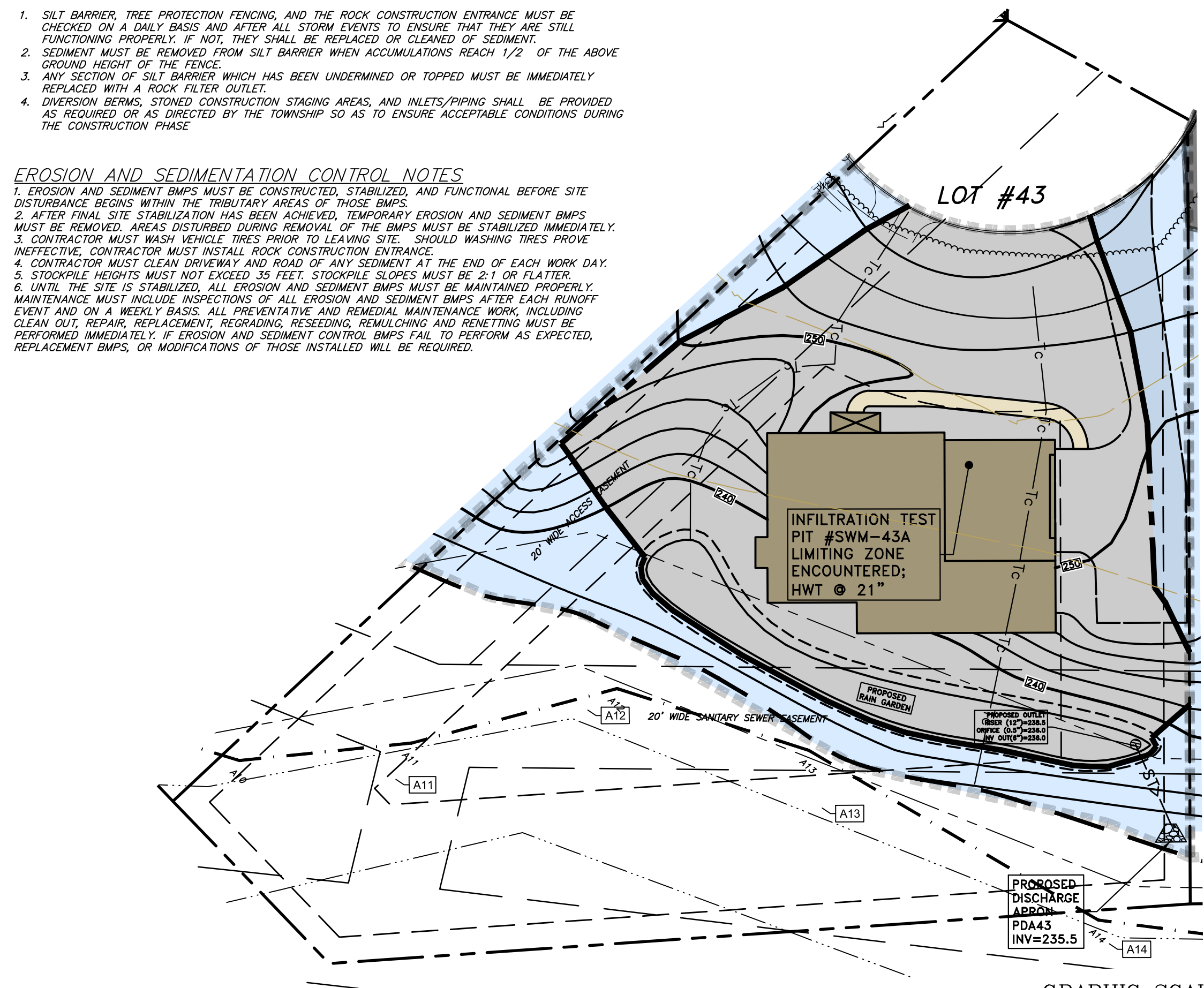
- I. A 4" LAYER OF COURSE MULCH OR WOODCHIPS IS TO BE PLACED BENEATH THE DRIFLINE OF THE PROTECTED TREES. MULCH IS TO BE KEPT 12" FROM THE TRUNK.
- II. A PROTECTIVE BARRIER OF 6" CHAIN LINK FENCING SHALL BE INSTALLED AROUND THE DRIFLINE OF PROTECTED TREE(S). THE FENCING CAN BE MOVED WITHIN THE DRIFLINE IF AUTHORIZED BY THE CONSULTING ARBORIST BUT NOT CLOSER THAN 2" FROM THE TRUNK OF ANY TREE. FENCE POSTS SHALL BE 2" Ø IN DIAMETER AND ARE TO BE DRIVEN 2" INTO THE GROUND. THE DISTANCE BETWEEN POSTS SHALL NOT BE MORE THAN 10'. THIS ENCLOSED AREA IS THE TREE PROTECTION ZONE (TPZ).
- III. MOVABLE BARRIERS OF CHAIN LINK FENCING SECURED TO CEMENT BLOCKS CAN BE SUBSTITUTED FOR "FIXED" FENCING IF THE CONSULTING ARBORIST AGREES THAT THE FENCING WILL HAVE TO BE MOVED TO ACCOMMODATE CERTAIN PHASES OF CONSTRUCTION. THE BUILDER MAY NOT MOVE THE FENCE WITHOUT AUTHORIZATION FROM THE CONSULTING ARBORIST.
- IV. WHERE THE CONSULTING ARBORIST HAS DETERMINED THAT TREE PROTECTION WILL INTERFERE WITH THE SAFETY OF WORK CREWS, TREE WRAP MAY BE USED AS AN ALTERNATIVE FORM OF TREE PROTECTION. WOODEN SLATS AT LEAST ONE INCH THICK ARE TO BE BOUND SECURELY, EDGE TO EDGE, AROUND THE TRUNK. A SINGLE LAYER OR MORE OF ORANGE PLASTIC CONSTRUCTION FENCING IS TO BE WRAPPED AND SECURED AROUND THE OUTSIDE OF THE WOODEN SLATS. MAJOR SECURITY WITH REQUIRE PROTECTION AS DETERMINED BY THE CONSULTING ARBORIST. STRAW WADDLE MAY BE USED AS A TRUNK WRAP BY COILING THE WADDLE AROUND THE TRUNK UP TO A MINIMUM HEIGHT OF SIX FEET FROM GRADE. A SINGLE LAYER OR MORE OF ORANGE PLASTIC CONSTRUCTION FENCING IS TO BE WRAPPED AND SECURED AROUND THE STRAW WADDLE.

TREE PROTECTION FENCING



- NOTES:**
1. ALL MATERIAL TO MEET FILTEREXX SPECIFICATIONS
 2. INSTALLATION TO MEET FILTEREXX SPECIFICATIONS
 3. FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS
 4. COMPOST MATERIAL TO BE DISPERSED ON SITE. WEBSITE: WWW.FILTEREXX.COM NOTE: 30" REINFORCED SILT FENCE APPROVAL FROM TOWNSHIP ENGINEER AND M.C.C.D.

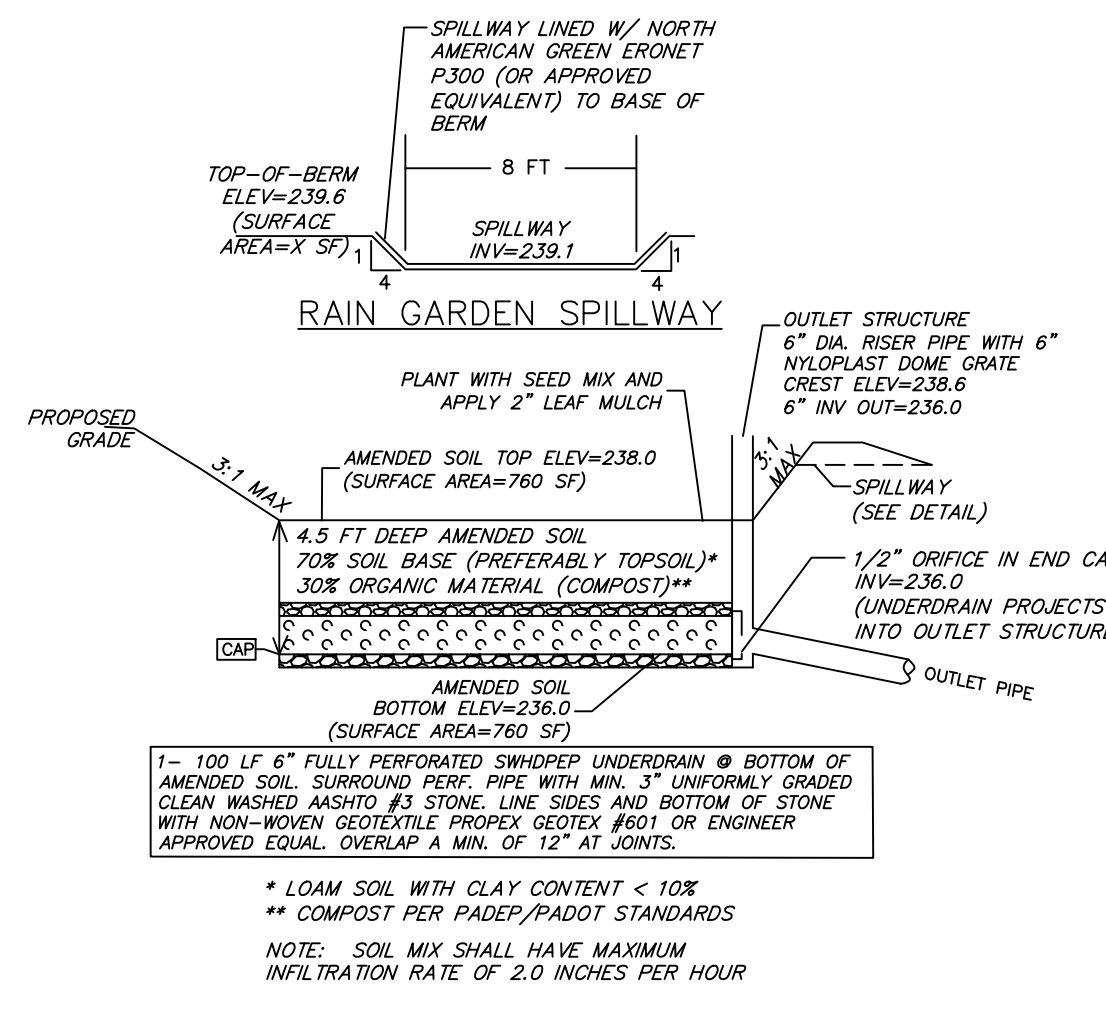
18" FILTEREXX SOXX SEDIMENT CONTROL



LEGEND - DRAINAGE AREAS



CLEANOUT DETAIL



- PLANTING NOTES:**
1. PROPOSED BIORETENTION AREA SHALL BE SEEDDED WITH ERNST TRAIN GARDEN MIX* ERIMX-261 (OR APPROVED EQUIVALENT).
 2. SEEDING RATE: 20 BULK LBS PER ACRE
 3. THE BIORETENTION AREA SHALL ONLY BE MOWED DURING THE DORMANT SEASON.

RAIN GARDEN

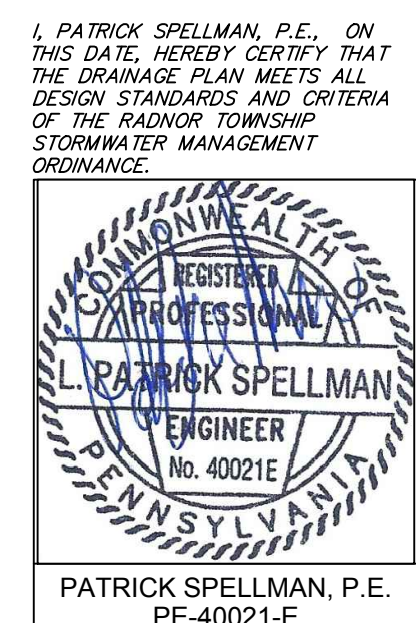
RAIN GARDEN BASIN NOTES

1. ALL TOPSOIL AND VEGETATION SHOULD BE STRIPPED FROM THE EMBANKMENT AREA.
2. EMBANKMENT AREAS WHICH ARE TO RECEIVE FILL SHOULD BE PROOFROLLED WITH A SEGMENTED PAD OR "SHEEPSFOOT" ROLLER PRIOR TO FILL PLACEMENT. ANY SOFT OR UNSTABLE AREAS NOTED DURING THE PROOFROLLING SHALL BE UNDERCUT TO SUITABLE MATERIALS AS DIRECTED BY THE TOWNSHIP ENGINEER.
3. ALL EMBANKMENT FILL SHALL CONSIST OF INORGANIC, READILY COMPACTIBLE, PREDOMINATELY CLAY SOIL FREE OF TRASH, FROZEN MATERIAL, ORGANIC INCLUSIONS OR EXCESS MOISTURE. FILL SHALL BE PLACED IN HORIZONTAL LIFTS WITH A MAXIMUM THICKNESS OF EIGHT INCHES (8"). EACH LIFT SHALL BE COMPACTED IN ACCORDANCE AND TO THE STANDARDS OF THE STANDARD PROCTOR TEST (ASTM D698).
4. PERFORATIONS SHALL MEET AASHTO CLASS II PATTERN FOR PIPE DIAMETER.
5. CARE SHOULD BE TAKEN IN THE PLACING OF STONE ATOP THE GEOTEXTILE SO AS TO AVOID TEARING OR RIPPING OF THE LINER AND FABRIC.
6. THERE ARE NO PROVISIONS FOR THE CONNECTIONS OF SUMP PUMPS AND FOUNDATION DRAINS TO THE RAIN GARDEN BED. ANY FUTURE CONNECTIONS OF SUMP PUMPS AND FOUNDATION DRAINS WILL REQUIRE A RE-DESIGN OF THE SYSTEM.

MAN-MADE STEEP SLOPES

THE STEEP SLOPES ON THIS PROPERTY WERE NOT IDENTIFIED ON ORIGINAL 1979 SURVEY AND WERE CREATED BY INITIAL CLEARING AND GRADING OF THE ROAD UNDER THE APPROVED SUBDIVISION PLANS.

NUM.	DATE	REVISION
PLAN PREPARED BY: SITE ENGINEERING CONCEPTS, LLC P.O. BOX 1992 SOUTHEASTERN, PA 19399 P: 610-240-0450 F: 610-240-0451 E: INFO@SITE-ENGINEERS.COM		
PLAN PREPARED FOR: ROCKWELL BRYN MAWR, LP WOODLANDS AT BRYN MAWR HARVARD LANE BRYN MAWR, PA 19010 RADNOR TOWNSHIP DELAWARE COUNTY PENNSYLVANIA		
DATE: JUNE 10, 2019		
LOT 43 110 HARVARD LANE DETAILS		SHEET 2 of 2 SCALE: NTS



PATRICK SPELLMAN, P.E. PE-40021-E

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Manager/Director of Finance
Patricia Sherwin, Engineering Administrative Assistant

Date: June 19, 2019

Re: 104 Harvard Lane – Stormwater Waiver Request, Grading Permit Application – GP 19-113

The applicant, Rockwell Homes, is constructing a fourteen-lot subdivision off of Bryn Mawr Avenue. This lot is proposed to have 4,020SF of impervious surface. This applicant has been before the Board previously as the site soils do not meet the Township's infiltration requirements of 0.5 inches/hour; their testing results is 0.07 inches/hour.

The applicant is requesting a waiver of 245-22A (2) (c) [2] of the 2006 Stormwater Management Ordinance, the applicant is proposing two rain gardens to provide rate control and water quality requirements.

Enclosure: Gannett Fleming Review Letter
Plan Set



*Excellence Delivered **As Promised***

Date: June 13, 2019

To: Stephen Norcini, P.E. – Township Engineer

From: Roger Phillips, PE

RE: 104 Harvard Lane – Stormwater Waiver Request
Grading Permit Application – GP 19-113

The applicant has submitted a grading permit for the construction of a 2,902 SF building, 889 SF driveway, and 237 SF of walkway. The applicant is requesting a waiver of §245-22.A(2)(c)[2] of the Township's Stormwater Management Ordinance. The minimum infiltration requirement of 0.50 inches cannot be achieved.

The applicant performed infiltration testing at two (2) locations on the site. The required infiltration is not feasible due to the infiltration testing results of 0.07 in/hr and 0.09 in/hr. Soil features were similar to all test pits on the south side of Harvard Lane, which exhibited redoxymorphic features indicative of a high water table. Groundwater was encountered at 61" below grade. However, mottling of the soil indicates a perched water table at 19" below grade. The applicant is proposing two (2) rain gardens to provide rate control and achieve water quality requirements.

The applicant has requested to appear before the Board of Commissioners to request a waiver from the above-mentioned section of the Ordinance and the implementation of the above mentioned stormwater system.

In addition to the waiver request, the applicant must address the following item(s) prior to the issuance of the Grading Permit:

1. The applicant must address any comments that arise during the review of the grading permit application.

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



SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

June 7, 2019

Board of Commissioners Radnor Township
301 Iven Avenue
Wayne, PA 19087

Re: Section 245-22, Groundwater Recharge Waiver
104 Harvard Lane, Lot 46, Woodlands at Bryn Mawr

Dear Members of the Board:

The Rockwell Bryn Mawr, L.P., respectfully requests a waiver from Section 245-22 of the Township Code requiring groundwater recharge for projects adding new or replacement impervious coverage greater than 500 square feet. As detailed in this request letter, the minimum infiltration requirement of 0.50 inches cannot be achieved and a waiver is sought from the Township in accordance with Section 245-22.A(2)(c)[2].

104 Harvard Road is vacant Lot 46 of the Woodlands II subdivision created in the late 1970's. Only one lot was initially developed (102 Harvard Lane) and the remaining lots have become overgrown with invasive vines and refuse over the last four decades. The current owner, Rockwell Bryn Mawr, L.P., is developing a new family home at 104 Harvard Lane with as shown on the attached plan. The proposed impervious coverage is 4,028 square feet, 18.3%. The Density Modification Development ordinance allows 27%.

Mr. Kevin Sech, P.G., P.E., of HILBEC Engineering, was retained to conduct a soil investigation of the property and surrounding lots, as required by Section 245-22. Mr. Sech evaluated the potential stormwater management areas along Harvard Lane. All test pits on the side south side of the road were similar. Each test pit exhibited redoxymorphic features indicative of a high water table. Mr. Sech concluded either no permeability testing could be conducted per PA DEP guidance due to the restrictive drainage features or the tests did not pass the minimum PA DEP infiltration requirement of 0.1 in/hr. See the soil testing report in the Post Construction Stormwater Management Narrative for 104 Harvard Lane.

In lieu of infiltration facilities, the stormwater management design proposes two rain gardens at 104 Harvard Lane to meet water quality and post development runoff peaks ordinance requirements. The rain gardens were designed using the PA DEP Managed Release Concept for bioretention basins. The proposed rain gardens will provide detention within the above ground basin and slowly infiltrate the runoff through a compost attenuation medium for water quality control. Then infiltrated runoff will discharge through a restriction orifice at a slow rate to Meadowbrook Run in the south edge of the property. Please refer to the engineering details in the Grading Permit Application.

Should the Township have any questions or require additional information, please contact me at pspellman@site-engineers.com or 610.523.9002.

Sincerely,



Patrick Spellman, P.E.

RECEIVED

JUN 11 2019
19-13
RADNOR TOWNSHIP
ENGINEERING DEPARTMENT

TO BE COMPLETED BY APPLICANT

Property Owner(s) **ROCKWELL BRYN MAWR, L.P.**
Address of Property **104 HARVARD LANE (LOT 46)**
Phone Number **484-614-5876** Email **CHRISTY@ROCKWELLCUSTOM.COM**
Engineer/Surveyor **PATRICK SPELLMAN, SITE ENGINEERING**
Phone Number **610.523.9002** Email **PSPELLMAN@SITE-ENGINEERING.COM**

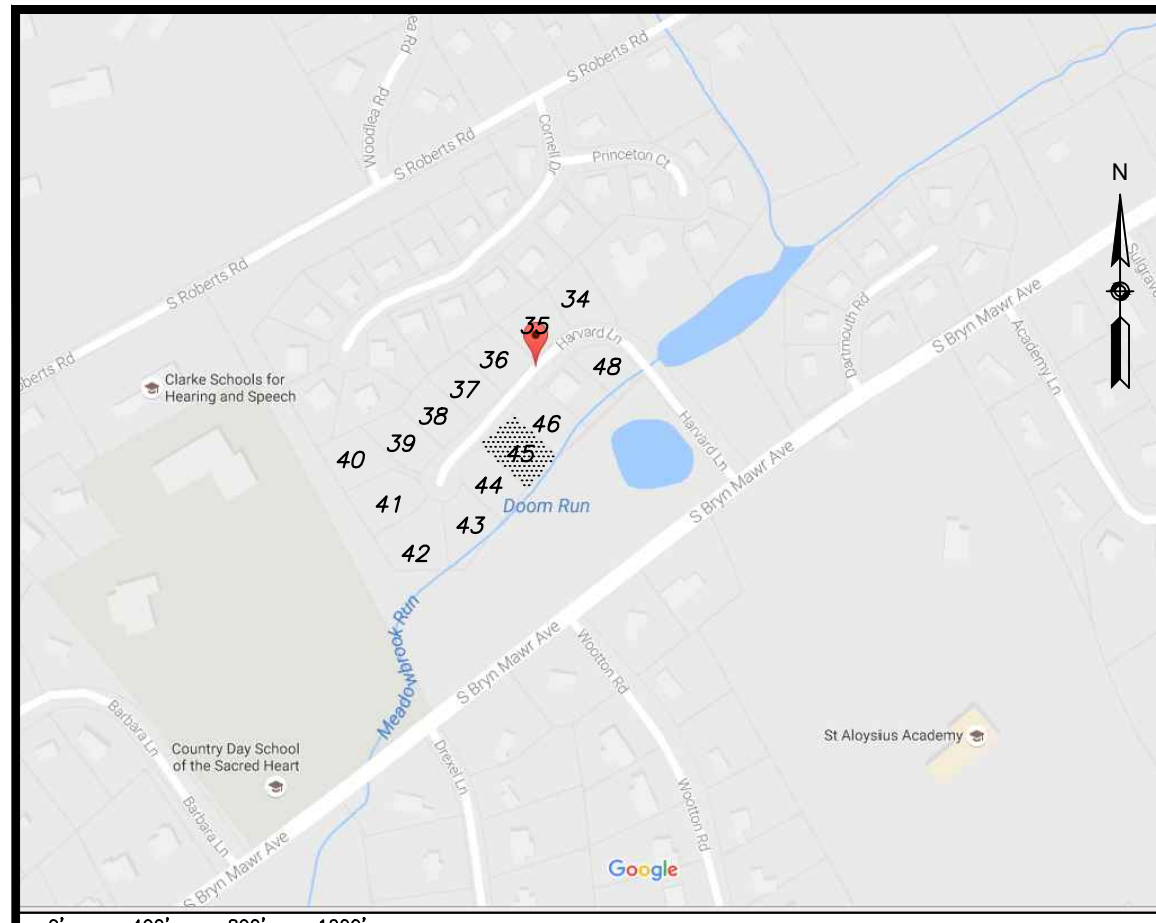
The undersigned hereby makes application for a Permit under Chapter 175 and any amendments there of:

Signature of Applicant



Please note the following requirements:

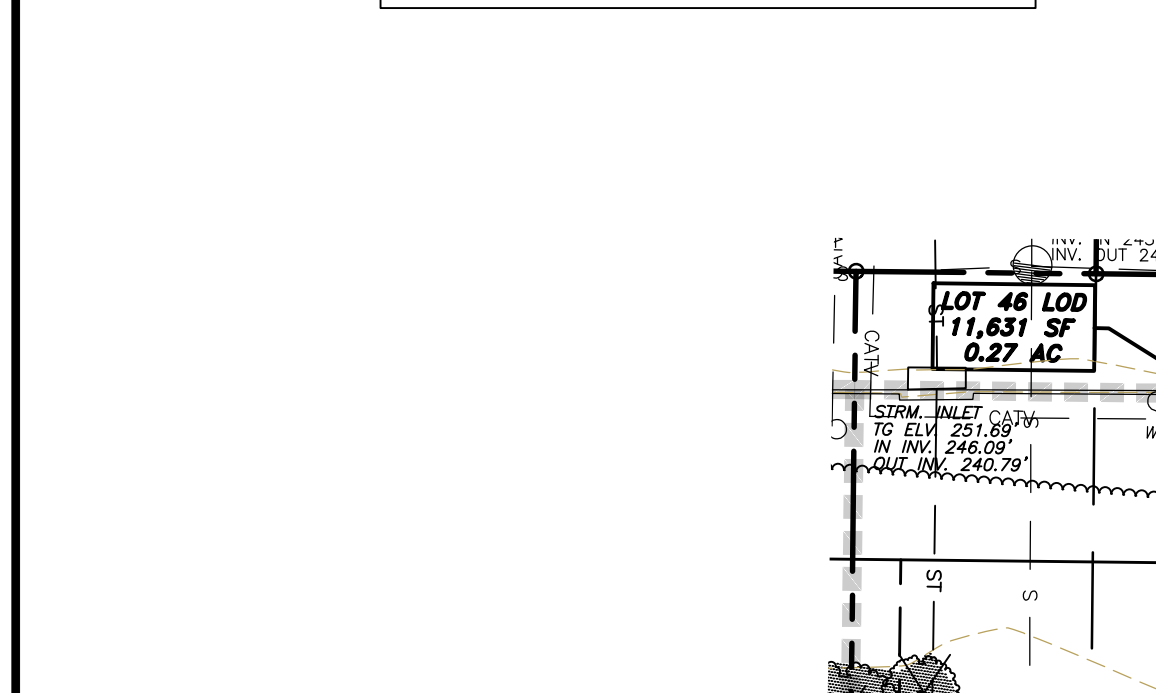
1. Submit five (5) copies of the plan set with your application
2. Plans are to be no larger than 24" x 36", and shall be folded
3. Shade Tree Commission: If your project meets any of the following requirements, you will be required to attend the Shade Tree Commission Meeting, as well as submit an additional 2 (two) sets of plans and 1(one) flashdrive:
 - a. Any clearing activity which proposes the removal of six (6) or more trees with a Diameter at Breast Height (DBH) of 6" or greater
 - b. Grading in excess of 200 cubic yards, excavation in excess of 60 cubic yards
 - c. Grading for parking lots of 5 or more cars
 - d. Removal of a Heritage Tree (30" DBH or greater) in a non-emergency situation.
 - e. Forestry management and practices
 - f. Swimming pool permits
 - g. The Shade Tree Commission shall review, if directed by the Township Engineer, applications submitted to the Township for the following: Demolition permits on any building lot whereby the proposed work may impact or cause the removal of trees; and Commercial tree removal.
4. Stormwater Calculations:
 - a. Replacement of impervious surface is considered "new" impervious
 - b. There is no credit for the removal of impervious surface
 - c. Stormwater calculations are to be based on the total of all added impervious (not the net impervious surface)



LOCATION MAP
 NOTE: THE EXACT LOCATION AND DEPTH OF EXISTING UTILITIES CANNOT BE GUARANTEED. ALL UTILITIES DEPICTED ON THIS PLAN HAVE BEEN DEVELOPED FROM ABOVE GROUND OBSERVATIONS AND/OR EXISTING RECORDS. CONTRACTOR MUST VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. PENNSYLVANIA STATE LAW REQUIRES NOTIFICATION TO 1-800-242-1776 3-10 BUSINESS DAYS PRIOR TO ANY EXCAVATION.



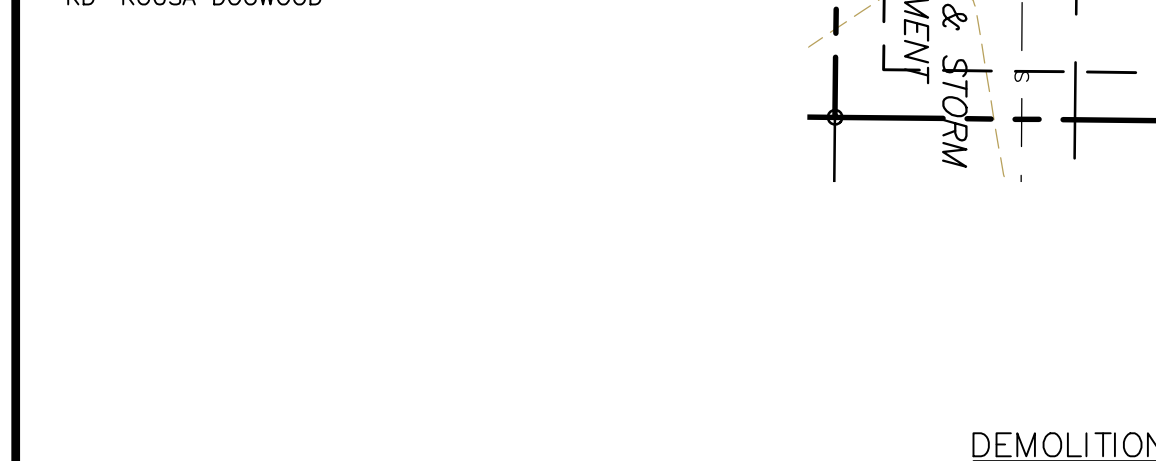
TREE REMOVAL AND REPLACEMENT REQUIREMENTS
 TREE REMOVAL AND REPLACEMENT SCHEDULE SHALL COMPLY WITH THE LANDSCAPE PLAN. WOODLANDS ARE BRYN MAWR. PREPARED BY GLACKIN THOMAS PANZAK, DATED JANUARY 8, 2019. REVISED JANUARY 30, 2019 PER CONDITIONAL APPROVAL AT THE JANUARY 23, 2019 AND FEBRUARY 2019 CLEARING PERMIT.



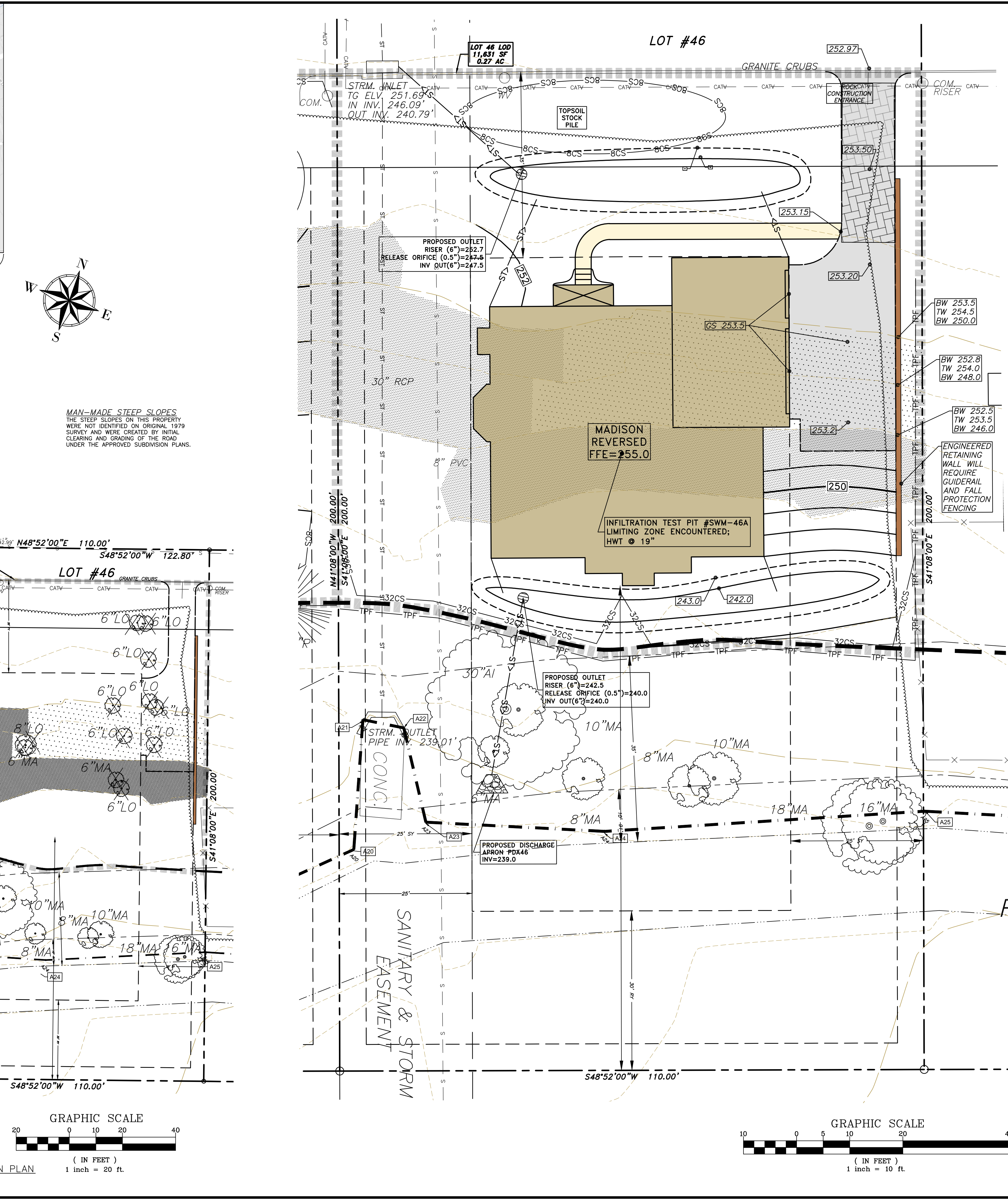
BUILDING HEIGHT
 PROPOSED 1ST FLOOR ELEVATION: 255.0
 PROPOSED DISTANCE FROM FFE TO MEAN LEVEL OF A SLOPED ROOF: 28.6
 PROPOSED MEAN LEVEL ELEVATION: 283.6
 AVERAGE GRADE (FINAL GRADE ON 10' INTERVALS): 249.7
 HEIGHT FROM AVE GRADE TO MEAN LEVEL OF ROOF: 33.9
 MAXIMUM HEIGHT ALLOWED: 35
 BUILDING HEIGHT DOES NOT EXCEED ALLOWABLE HEIGHT. THE ARCHITECTURAL PLANS MUST BE COORDINATED WITH AVE GRADE AND MUST COMPLY WITH THE GRADING PROPOSED BY THIS PERMIT PLAN.

TREE LEGEND

AL	ALLANTHUS	MB	MULBERRY
AS	ASH	MC	MAGNOLIA
AR	ARBORVITAE	MJ	MAPLE
BE	BEECH	OK	OAK
BR	BIRCH	SA	SASSAFRAS
CE	CEDAR	SE	SWEETGUM
CH	CHERRY	SP	SPRUCE
CO	CORN DOGWOOD	SO	SOURWOOD
EL	ELM	SY	SYCAMORE
FR	FRUIT	TU	TUPELO
HA	HACKBERRY	WA	WALNUT
HI	HICKORY	WI	WILLOW
HO	HOLLY	WP	WHITE PINE
KD	KOUSSA DOGWOOD		



DEMOLITION PLAN
 1 inch = 20 ft.



PLAN LEGEND

BOLD LINES: PROPOSED
FADED LINES: EXISTING

- 1" INTERVAL CONTOUR
- 5' INTERVAL CONTOUR
- ST- STORM SEWER PIPING
- S- SANITARY SEWER PIPING
- G- GAS MAIN
- W- WATER MAIN / SERVICE UNDERGROUND ELECTRIC
- OW- OVERHEAD WIRE COMMUNICATIONS
- T- EDGE OF LANDSCAPING
- OW- OVERHEAD WIRE COMMUNICATIONS
- X- FENCE LINE
- PROPERTY LINE
- BUILDING SETBACK LINE
- 100 YR FLOOD BOUNDARY
- WETLANDS W/PLGS
- TWP PRIMARY SETBACK

EXISTING PROPOSED

- BUILDINGS
- ASPHALT
- WALLS
- WALKS & PADS
- DOOR SILL
- GARAGE SILL
- WATER VALVE
- WV WATER METER
- WM WATER METER
- SAN VENT SANITARY VENT
- SAN CO SANITARY CLEAN OUT
- GM GAS METER
- GV GAS VALVE
- MONUMENT FOUND AND HELD (F&H)
- CLEAN OUT
- DOWNSPOUT
- MODERATELY STEEP SLOPES 14-20%
- VERY STEEP SLOPES >20%

SURVEY NOTES

- PARCEL INFORMATION: PARCEL NUMBER: 36-05-03083-62 Block 36-39 Unit 162 DEED BOOK 6074 PAGE 2371 GROSS LOT AREA: 22,000 Sq. Ft. VERTICAL CONTROL IS BASED ON NAD83/WGDB84. SOUTH ZONE. WGS84. THERE IS AN IDENTIFIABLE FLOOD PLAIN AREAS WITHIN THE PROJECT SITE AS ILLUSTRATED ON COMMUNITY PANEL NUMBER 420417-0039F OF THE FLOOD INSURANCE RATE MAP AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE TOWNSHIP OF RADNOR, PENNSYLVANIA.
- WETLANDS SHOWN BASED ON FLAGGED DELINEATION AND SURVEY.
- EXISTING SUBSURFACE UTILITY INFORMATION INDICATED IS BASED UPON VISUAL FIELD INSPECTION BY JEFFERY P. TURNER, PLS. SUCH INFORMATION CONCERNING TREE LOCATION, DEPTH, QUANTITY, ETC. OF SUBSURFACE UTILITIES IS APPROXIMATE IN NATURE AND HAS BEEN OBTAINED AS A SUPPLEMENT TO THE SITE SURVEY. THE INFORMATION PROVIDED IS REPRESENTATIVE OF SUBSURFACE CONDITIONS ONLY AT LOCATIONS AND DEPTHS WHERE SUCH INFORMATION WAS OBTAINED. THERE IS NO EXPRESSED OR IMPLIED AGREEMENT THAT UTILITY SIZE, LOCATION, DEPTH, QUANTITY, ETC. AS SHOWN EXISTS BETWEEN EXPLORED LOCATIONS. ACCORDINGLY, UTILITY INFORMATION SHOWN SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. IT IS INCUMBENT UPON THE CONTRACTOR TO VERIFY THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF ALL UTILITIES BEFORE EXCAVATION.
- THIS SURVEY IS NOT TO BE USED FOR TREE REMOVAL ALONG PROPERTY LINES. TREE LOCATIONS ARE APPROXIMATE. FOR TREE REMOVAL PURPOSES, PROPERTY LINES MUST BE FIELD MARKED WITH STAKES SET TO ESTABLISH EXACT TREE OWNERSHIP.
- PLANS REFERENCED: THE WOODLANDS II, AMENDED FINAL PLAN OF LOTS, PREPARED FOR OAKWOOD HOMES COMPANY, PREPARED BY D.S. WINOKUR ASSOCIATES, DATED 3-28-79, LAST REVISED 12-16-83. THE WOODSLAND II, SITE PLAN LOTS 16-31 & 34-49, PREPARED FOR OAKWOOD HOMES COMPANY, PREPARED BY D.S. WINOKUR ASSOCIATES, DATED 3-28-79, LAST REVISED 9-28-90. THE WOODSLAND II, SITE PLAN LOTS 16-31 & 34-48, PREPARED FOR OAKWOOD HOMES COMPANY, PREPARED BY D.S. WINOKUR ASSOCIATES, DATED 3-28-79, NO REVISIONS.

ZONING SUMMARY

ORDINANCE ITEM	D-M	PROPOSED
MIN. LOT AREA	-	22,000 SF
MIN. LOT WIDTH @ BLDG	-	110 FT
MIN. SETBACKS		
FRONT**	35 FT	35 FT
SIDE (MINIMUM AGGREGATE)	25 FT/50 FT	25 FT/51 FT
REAR	30 FT	91.2 FT
MAX. BUILDING HEIGHT	35 FT MAX	<35 FT
MAX. BUILDING COVERAGE	20%	13.2%
MAX. IMPERVIOUS COVERAGE	27%	18.3%

** D-M FRONT YARD SETBACK MEASURED FROM CURB LINE.

IMPERVIOUS COVERAGE SUMMARY (SQ. FT.)

GROSS AREA	EXISTING	TO BE REMOVED	TO BE ADDED	NET	PROPOSED
BUILDINGS	0	0	2,902	2,902	2,902
WALKS	0	0	167	167	167
PATIOS & DECKS	0	0	0	0	0
DRIVES	0	0	889	889	889
OTHER	0	0	70	70	70
TOTAL IMPERVIOUS COVERAGE	0	0	4,028	4,028	4,028
TOTAL BUILDING %	0.0%				13.2%
TOTAL IMPERVIOUS %	0.0%				18.3%

FUTURE IMPERVIOUS
 THE STORMWATER MANAGEMENT SYSTEM HAS BEEN DESIGNED TO ACCOMMODATE AN ADDITIONAL 360 SF OF PROPOSED IMPERVIOUS NOT SHOWN ON THIS PLAN. THE PROPOSED DESIGN REQUIRES FUTURE IMPERVIOUS TO BYPASS THE RAIN GARDENS. A SEPARATE GRADING PERMIT SUBMISSION WILL BE REQUIRED TO CONSTRUCT THE ADDITIONAL IMPERVIOUS AND FOR ANY OTHER FUTURE IMPROVEMENTS AT THE SITE IN ACCORDANCE WITH THE APPLICABLE ORDINANCES IN FORCE AT THAT TIME.

CONSTRUCTION STAGING
 PERMITEE OR PERMITEE'S DESIGNEE SHALL CONTACT THE TOWNSHIP AT 610-688-5600 TO ARRANGE THE PRE-CONSTRUCTION CONFERENCE AT THE SITE WITH THE TOWNSHIP ENGINEER. THE PRE-CONSTRUCTION CONFERENCE MUST BE HELD PRIOR TO COMMENCEMENT OF ANY WORK ASSOCIATED WITH THE GRADING PERMIT.
 STAGE 1. FIELD LOCATE ALL UTILITIES.
 STAGE 2. INSTALL SILT FENCE AND TREE PROTECTION FENCING. INSTALL ROCK CONSTRUCTION ENTRANCE IF CLEANING OF TIRES ON EXISTING DRIVEWAY IS INEFFECTIVE.
 STAGE 3. STRIP TOPSOIL AND ROUGH GRADE AREA OF PROPOSED IMPROVEMENTS. IMMEDIATELY STABILIZE DOMINANT DISTURBED AREAS WITH THE APPROPRIATE SEED MIXTURE. STOCKPILE TOPSOIL TO BE LIMITED TO 35 FEET WITH A MAXIMUM SIDE SLOPE OF 2:1. IMMEDIATELY STABILIZE STOCKPILE.
 STAGE 4. CONSTRUCT IMPROVEMENTS. DISTURBANCE SHALL BE KEPT TO A MINIMUM AT ALL TIMES. MAINTAIN ALL EROSION CONTROL UTILITIES AND PROTECT WORKING CROPS AT ALL TIMES. IMMEDIATELY STABILIZE DOMINANT DISTURBED AREAS WITH STONE OR WITH TEMPORARY OR PERMANENT SEED MIX AS WARRANTED AND MULCH AT 3 TONS PER ACRE, AND LIME AS PRESCRIBED.
 STAGE 5. CONSTRUCT THE STORMWATER BASIN AND CONVEYANCE SYSTEM. SUB-GRADE SHALL NOT BE COMPACTED OR SUBJECT TO EXCESSIVE CONSTRUCTION EQUIPMENT TRAFFIC. ANY SEDIMENT THAT ACCUMULATES IN THE BASIN SHALL BE REMOVED. THE CONVEYANCE SYSTEM OR BASIN SHOULD RECEIVE RUNOFF FROM UNSTABILIZED AREAS. ALL AREAS TRIBUTARY TO THE BASIN SHALL ACHIEVE A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER BEFORE RUNOFF IS ALLOWED TO ENTER THE STORMWATER SYSTEM.
 STAGE 6. A MINIMUM OF 4 INCHES OF TOPSOIL SHOULD BE PROVIDED OVER ALL DISTURBED AREAS PRIOR TO SEEDING OPERATIONS.
 STAGE 7. ONCE SITE IS STABILIZED WITH 70% COVERAGE, CONTRACTOR MUST REMOVE EROSION AND SEDIMENTATION CONTROLS. AREAS DISTURBED DURING REMOVAL MUST BE STABILIZED IMMEDIATELY. ANTICIPATED START OF CONSTRUCTION - SUMMER 2019. ANTICIPATED COMPLETION OF CONSTRUCTION - FALL 2019.

PROJECT NARRATIVE
 THE OWNER/APPLICANT, ROCKWELL BRYN MAWR, LP, PROPOSES TO CONSTRUCT A SINGLE FAMILY DWELLING ON A VACANT LOT. THE PROPOSED IMPERVIOUS COVERAGE IS 4,028 SF OF THE PROPERTY IS IN THE DARBY CREEK WATERSHED, RELEASE DISTRICT B-2. THE PROPOSED STORMWATER BASIN WILL REDUCE THE POST-CONSTRUCTION STORM PEAK RUNOFF RATE TO THE PRE-CONSTRUCTION STORM PEAK RUNOFF RATES REQUIRED BY TABLE 408.1 AND PROVIDE THE REQUIRED RETENTION AND WATER QUALITY VOLUMES. THE LIMIT OF DISTURBANCE AND STORMWATER REGULATORY AREA IS 11,631 SF. DURING CONSTRUCTION EROSION AND SEDIMENT CONTROL IS ACCOMPLISHED THROUGH LIMITED DISTURBANCE, IMMEDIATE STABILIZATION, AND SILT BARRIERS.

APPLICANT ACKNOWLEDGEMENT:
 I, PATRICK SPELLMAN, P.E., ON THIS DATE, HEREBY CERTIFY THAT THE DRAINAGE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE RADNOR TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.

NUM. DATE REVISION

PLAN PREPARED BY:
SITE ENGINEERING CONCEPTS, LLC
 P.O. BOX 1992
 SOUTHEASTERN, PA 19399

P: 610-240-0450 F: 610-240-0451 E: INFO@SITE-ENGINEERS.COM

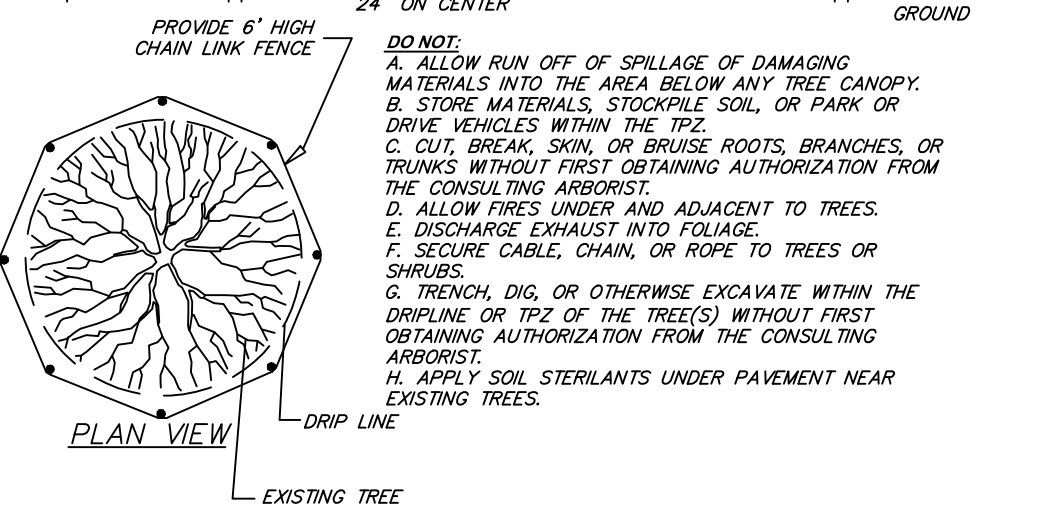
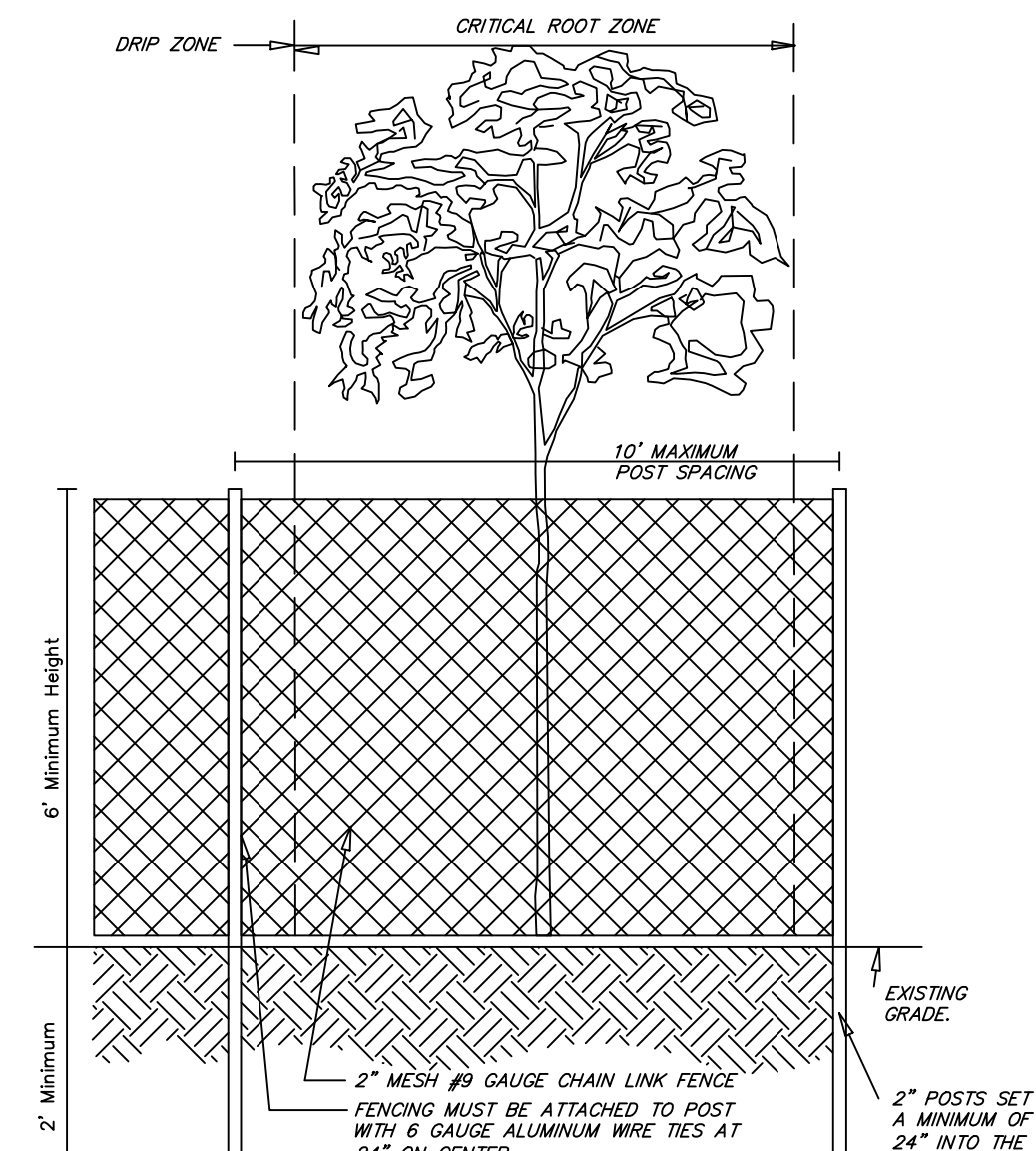
PLAN PREPARED FOR:
ROCKWELL BRYN MAWR, LP
 WOODLANDS AT BRYN MAWR
 HARVARD LANE
 BRYN MAWR, PA 19010

RADNOR TOWNSHIP DELAWARE COUNTY PENNSYLVANIA
 DATE: JUNE 10, 2019

LOT 46
104 HARVARD LANE
PROPOSED PERMIT PLAN

SHEET 1 of 2
 SCALE: AS NOTED

PATRICK SPELLMAN, P.E.
 No. 40021E
 PE-40021-E



TREE PROTECTION SPECIFICATIONS

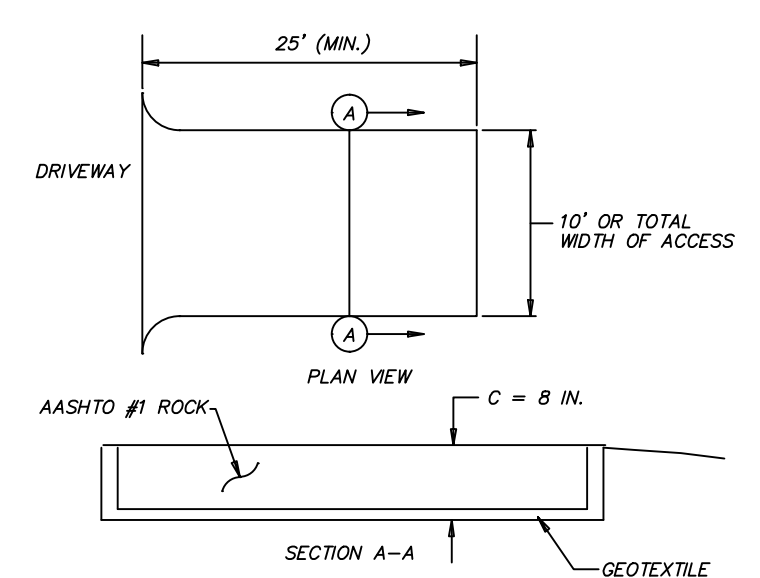
A 4" LAYER OF COURSE MULCH OR WOODCHIPS IS TO BE PLACED BENEATH THE DRIFLINE OF THE PROTECTED TREES. MULCH IS TO BE KEPT 12" FROM THE TRUNK.

II. A PROTECTIVE BARRIER OF 6" CHAIN LINK FENCING SHALL BE INSTALLED AROUND THE DRIFLINE OF PROTECTED TREE(S). THE FENCING CAN BE MOVED WITHIN THE DRIFLINE IF AUTHORIZED BY THE CONSULTING ARBORIST BUT NOT CLOSER THAN 2" FROM THE TRUNK OF ANY TREE. FENCE POSTS SHALL BE 2.0" IN DIAMETER AND ARE TO BE DRIVEN 2" INTO THE GROUND. THE DISTANCE BETWEEN POSTS SHALL NOT BE MORE THAN 10'. THIS ENCLOSED AREA IS THE TREE PROTECTION ZONE (TPZ).

III. MOVABLE BARRIERS OF CHAIN LINK FENCING SECURED TO CEMENT BLOCKS CAN BE SUBSTITUTED FOR "FIXED" FENCING IF THE CONSULTING ARBORIST AGREES THAT THE FENCING WILL HAVE TO BE MOVED TO ACCOMMODATE CERTAIN PHASES OF CONSTRUCTION. THE BUILDER MAY NOT MOVE THE FENCE WITHOUT AUTHORIZATION FROM THE CONSULTING ARBORIST.

IV. WHERE THE CONSULTING ARBORIST HAS DETERMINED THAT TREE PROTECTION WILL INTERFERE WITH THE SAFETY OF WORK CREWS, TREE WRAP MAY BE USED AS AN ALTERNATIVE FORM OF TREE PROTECTION. WOODEN SLATS AT LEAST ONE INCH THICK ARE TO BE BOUND SECURELY, EDGE TO EDGE, AROUND THE TRUNK. A SINGLE LAYER OF MORE OR ORANGE PLASTIC CONSTRUCTION FENCING IS TO BE WRAPPED AND SECURED AROUND THE OUTSIDE OF THE WOODEN SLATS. MAJOR SCARIFIED LINES MAY REQUIRE PROTECTION AS DETERMINED BY THE CONSULTING ARBORIST. STRAW WADDLE MAY BE USED AS A TRUNK WRAP BY CIRCUMFERING THE TRUNK UP TO 4' ABOVE THE GROUND. A MINIMUM HEIGHT OF SIX FEET FROM GRADE, A SINGLE LAYER OF MORE OR ORANGE PLASTIC CONSTRUCTION FENCING IS TO BE WRAPPED AND SECURED AROUND THE STRAW WADDLE.

TREE PROTECTION FENCING



NOTES:

1. REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.
2. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
3. MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.
4. MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK, WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

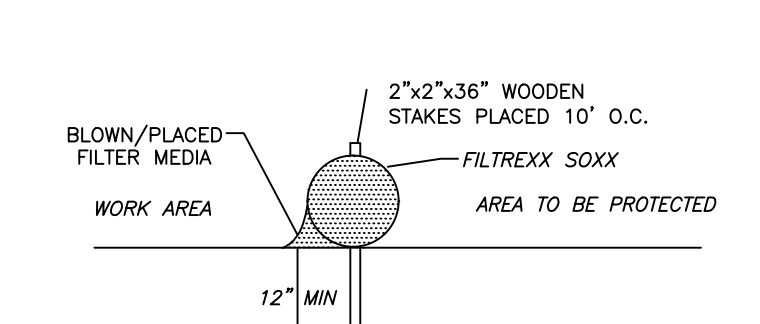
EROSION CONTROL MAINTENANCE REQUIREMENTS

1. SILT BARRIER, TREE PROTECTION FENCING, AND THE ROCK CONSTRUCTION ENTRANCE MUST BE CHECKED ON A DAILY BASIS AND AFTER ALL STORM EVENTS TO ENSURE THAT THEY ARE STILL FUNCTIONING PROPERLY. IF NOT, THEY SHALL BE REPLACED OR CLEANED OF SEDIMENT.
2. SEDIMENT MUST BE REMOVED FROM SILT BARRIER WHEN ACCUMULATIONS REACH 1/2" OF THE ABOVE GROUND HEIGHT OF THE FENCE.
3. ANY SECTION OF SILT BARRIER WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET.
4. DIVERSION BERMS, STONED CONSTRUCTION STAGING AREAS, AND INLETS/PIPING SHALL BE PROVIDED AS REQUIRED OR AS DIRECTED BY THE TOWNSHIP SO AS TO ENSURE ACCEPTABLE CONDITIONS DURING THE CONSTRUCTION PHASE.

EROSION AND SEDIMENTATION CONTROL NOTES

1. EROSION AND SEDIMENT BMPs MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMPs.
2. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPs MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE BMPs MUST BE STABILIZED IMMEDIATELY.
3. CONTRACTOR MUST WASH VEHICLE TIRES PRIOR TO LEAVING SITE. SHOULD WASHING TIRES PROVE INEFFECTIVE, CONTRACTOR MUST INSTALL ROCK CONSTRUCTION ENTRANCE.
4. CONTRACTOR MUST CLEAN DRIVEWAY AND ROAD OF ANY SEDIMENT AT THE END OF EACH WORK DAY.
5. STOCKPILE HEIGHTS MUST NOT EXCEED 15 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.
6. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPs MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPs AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RETINING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENT CONTROL BMPs FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPs, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.

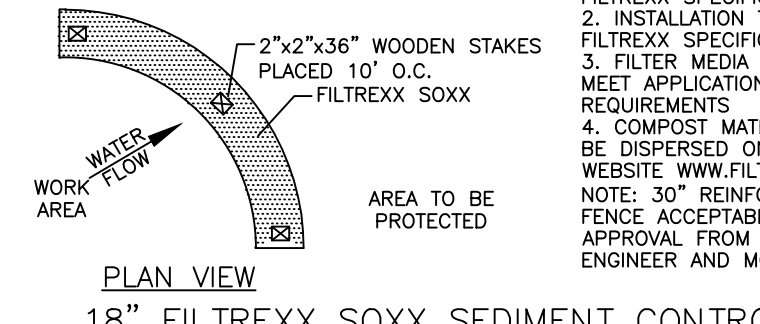
ROCK CONSTRUCTION DETAIL



SECTION VIEW

WORK AREA

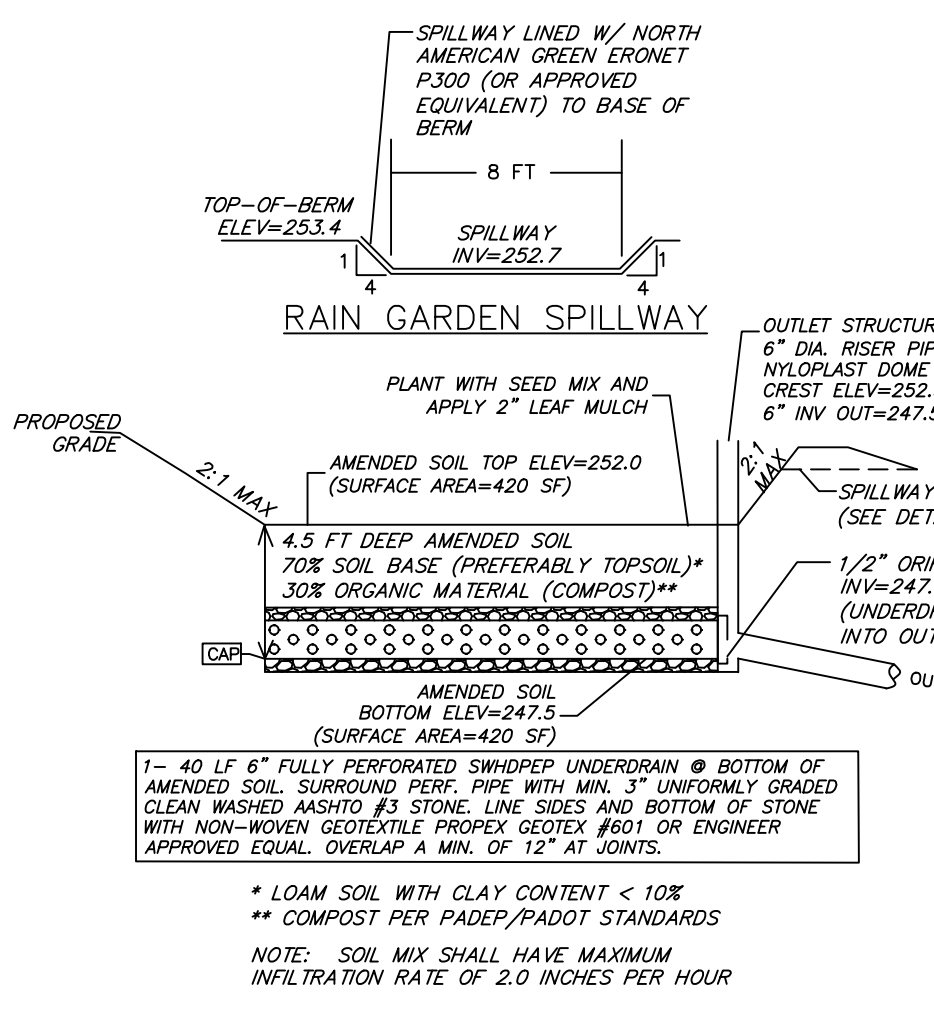
AREA TO BE PROTECTED



PLAN VIEW

18" FILTREXX SOXX SEDIMENT CONTROL

- NOTES:**
1. ALL MATERIAL TO MEET FILTREXX SPECIFICATIONS
 2. INSTALLATION TO MEET FILTREXX SPECIFICATIONS
 3. FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS
 4. COMPOST MATERIAL TO BE DISPERSED ON SITE WEBSITE WWW.FILTREXX.COM
- NOTE: 30\"/>



RAIN GARDEN SPILLWAY

SPILLWAY LINED W/ NORTH AMERICAN GREEN ERONET P300 (OR APPROVED EQUIVALENT) TO BASE OF BERM

8 FT

TOP-OF-BERM ELEV=253.4

SPILLWAY INV=252.7

OUTLET STRUCTURE 6" DIA RISER PIPE WITH 6" NYLOPLAST DOME GRATE CREST ELEV=242.5 6" INV OUT=242.5

AMENDED SOIL TOP ELEV=252.0 (SURFACE AREA=420 SF)

4.5 FT DEEP AMENDED SOIL 70% SOIL BASE (PREFERABLY TOPSOIL)* 30% ORGANIC MATERIAL (COMPOST)**

AMENDED SOIL BOTTOM ELEV=247.5 (SURFACE AREA=420 SF)

1" - 40 LF 6" FULLY PERFORATED SWHPEP UNDERDRAIN @ BOTTOM OF AMENDED SOIL SURROUND PERP. PIPE WITH MIN. 3" UNIFORM GRADED CLEAN WASHED AASHTO #3 STONE. LINE SIDES AND BOTTOM OF STONE WITH NON-WOVEN GEOTEXTILE PROPER GEOTEX #601 OR ENGINEER APPROVED EQUAL OVERLAP A MIN. OF 12" AT JOINTS.

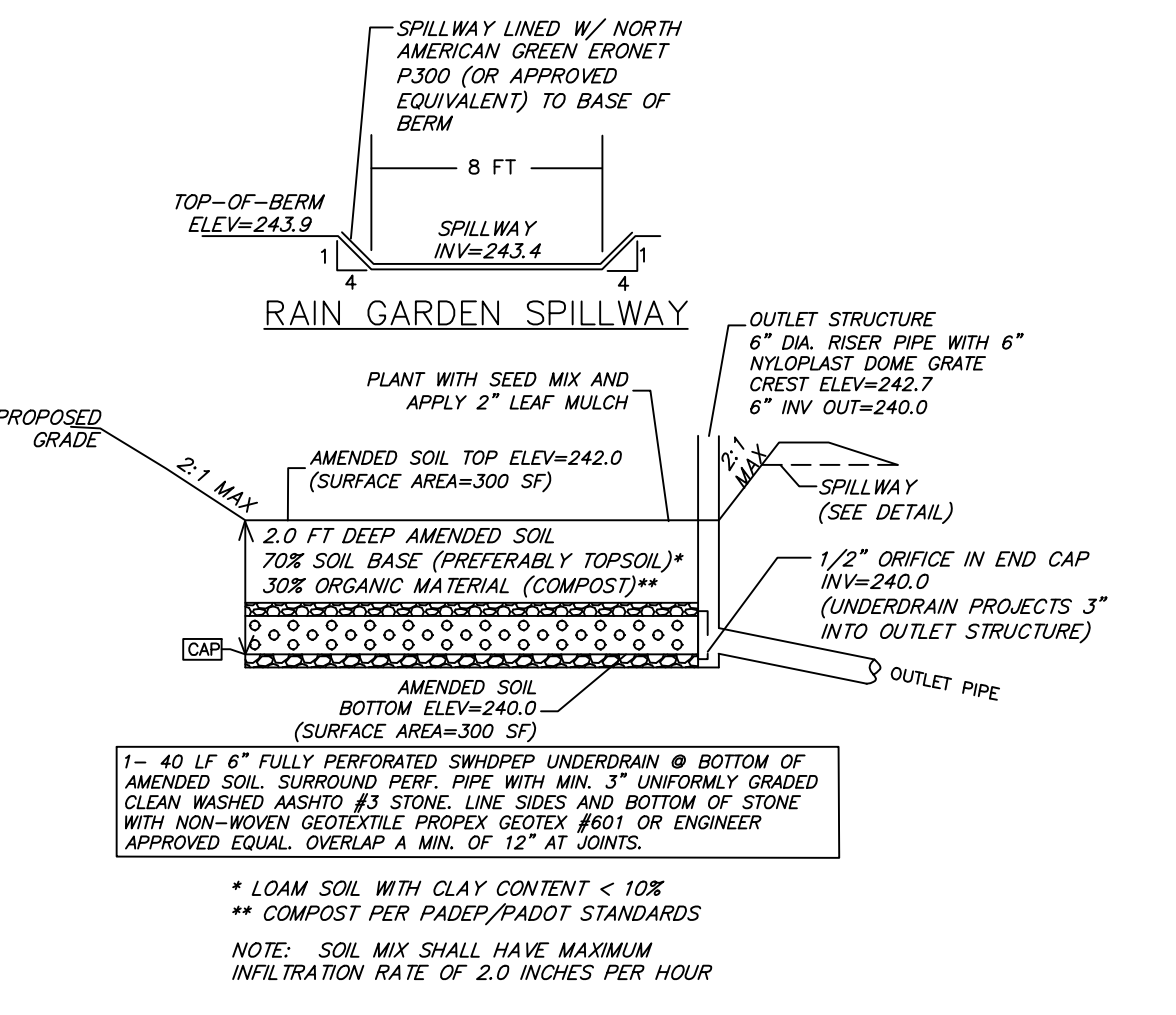
* LOAM SOIL WITH CLAY CONTENT < 10% ** COMPOST PER PADEP/PADOT STANDARDS

NOTE: SOIL MIX SHALL HAVE MAXIMUM INFILTRATION RATE OF 2.0 INCHES PER HOUR

PLANTING NOTES:

1. PROPOSED BIORETENTION AREA SHALL BE SEEDED WITH ERNST "RAIN GARDEN MIX" ERNMX-261 (OR APPROVED EQUIVALENT).
2. SEEDING RATE: 20 BULK LBS PER ACRE
3. THE BIORETENTION AREA SHALL ONLY BE MOWED DURING THE DORMANT SEASON.

FRONT RAIN GARDEN



REAR RAIN GARDEN

SPILLWAY LINED W/ NORTH AMERICAN GREEN ERONET P300 (OR APPROVED EQUIVALENT) TO BASE OF BERM

8 FT

TOP-OF-BERM ELEV=243.9

SPILLWAY INV=243.4

OUTLET STRUCTURE 6" DIA RISER PIPE WITH 6" NYLOPLAST DOME GRATE CREST ELEV=242.2 6" INV OUT=240.0

AMENDED SOIL TOP ELEV=242.0 (SURFACE AREA=300 SF)

2.0 FT DEEP AMENDED SOIL 70% SOIL BASE (PREFERABLY TOPSOIL)* 30% ORGANIC MATERIAL (COMPOST)**

AMENDED SOIL BOTTOM ELEV=240.0 (SURFACE AREA=300 SF)

1" - 40 LF 6" FULLY PERFORATED SWHPEP UNDERDRAIN @ BOTTOM OF AMENDED SOIL SURROUND PERP. PIPE WITH MIN. 3" UNIFORM GRADED CLEAN WASHED AASHTO #3 STONE. LINE SIDES AND BOTTOM OF STONE WITH NON-WOVEN GEOTEXTILE PROPER GEOTEX #601 OR ENGINEER APPROVED EQUAL OVERLAP A MIN. OF 12" AT JOINTS.

* LOAM SOIL WITH CLAY CONTENT < 10% ** COMPOST PER PADEP/PADOT STANDARDS

NOTE: SOIL MIX SHALL HAVE MAXIMUM INFILTRATION RATE OF 2.0 INCHES PER HOUR

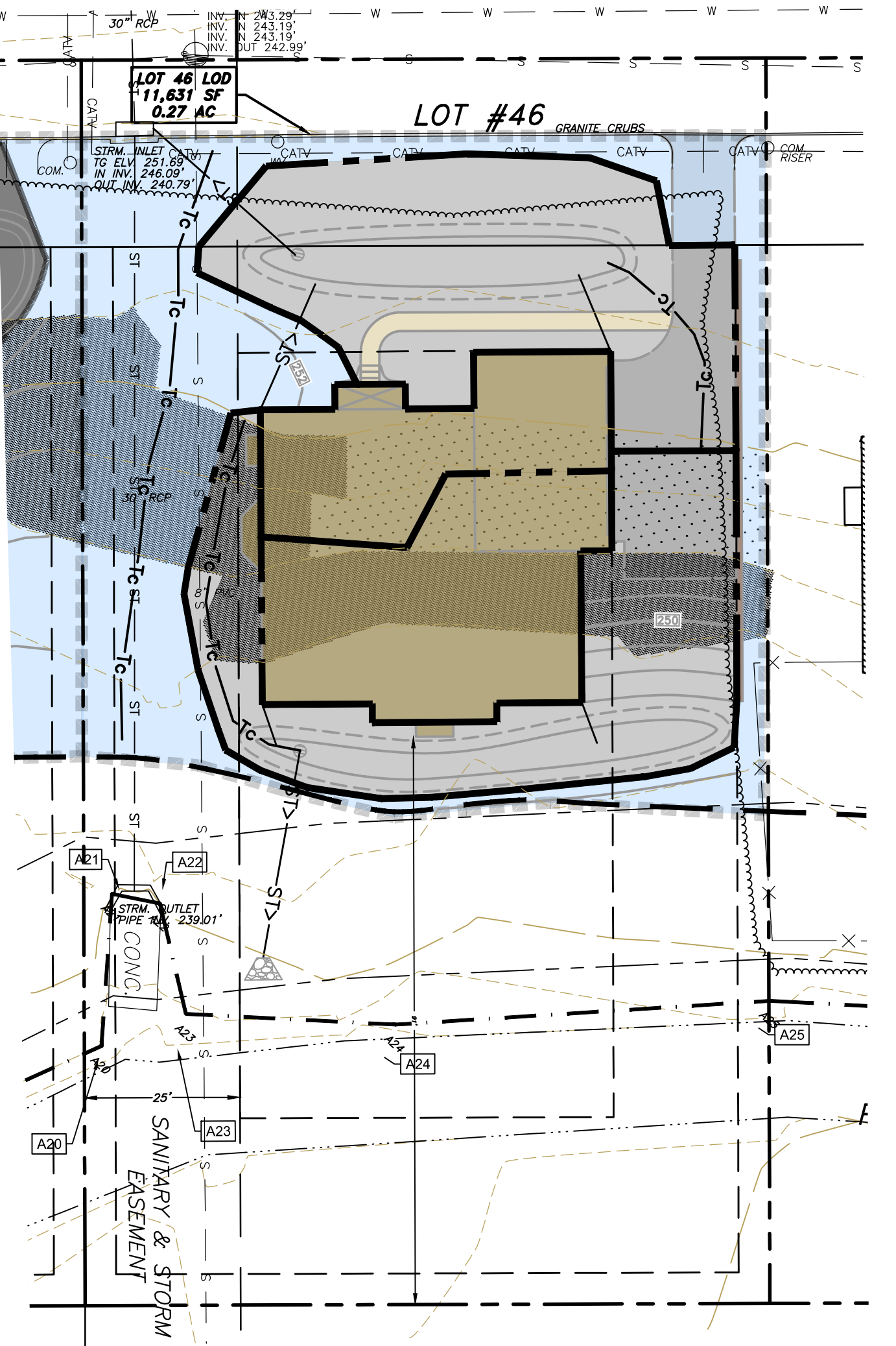
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2. SEEDING RATE: 20 BULK LBS PER ACRE
3. THE BIORETENTION AREA SHALL ONLY BE MOWED DURING THE DORMANT SEASON.

REAR RAIN GARDEN

RAIN GARDEN BASIN NOTES

1. ALL TOPSOIL AND VEGETATION SHOULD BE STRIPPED FROM THE EMBANKMENT AREA.
2. EMBANKMENT AREAS WHICH ARE TO RECEIVE FILL SHOULD BE PROOFROLLED WITH A SEGMENTED PAD OR "SHEEPSFOOT" ROLLER PRIOR TO FILL PLACEMENT. ANY SOFT OR UNSTABLE AREAS NOTED DURING THE PROOFROLLING SHALL BE UNDERCUT TO SUITABLE MATERIALS AS DIRECTED BY THE TOWNSHIP ENGINEER.
3. ALL EMBANKMENT FILL SHALL CONSIST OF INORGANIC, READILY COMPACTIBLE, PREDOMINATELY CLAY SOIL FREE OF TRASH, FROZEN MATERIAL, ORGANIC INCLUSIONS, OR EXCESS MOISTURE. FILL SHALL BE PLACED IN HORIZONTAL LIFTS WITH A MAXIMUM THICKNESS OF EIGHT INCHES (8"). EACH LIFT SHALL BE COMPACTED IN ACCORDANCE AND TO THE STANDARDS OF THE STANDARD PROCTOR TEST (ASTM D998).
4. PERFORATIONS SHALL MEET AASHTO CLASS II PATTERN FOR PIPE DIAMETER.
5. CARE SHOULD BE TAKEN IN THE PLACING OF STONE ATOP THE GEOTEXTILE SO AS TO AVOID TEARING OR RIPPING OF THE LINER AND FABRIC.
6. THERE ARE NO PROVISIONS FOR THE CONNECTIONS OF SUMP PUMPS AND FOUNDATION DRAINS TO THE RAIN GARDEN BED. ANY FUTURE CONNECTIONS OF SUMP PUMPS AND FOUNDATION DRAINS WILL REQUIRE A RE-DESIGN OF THE SYSTEM.

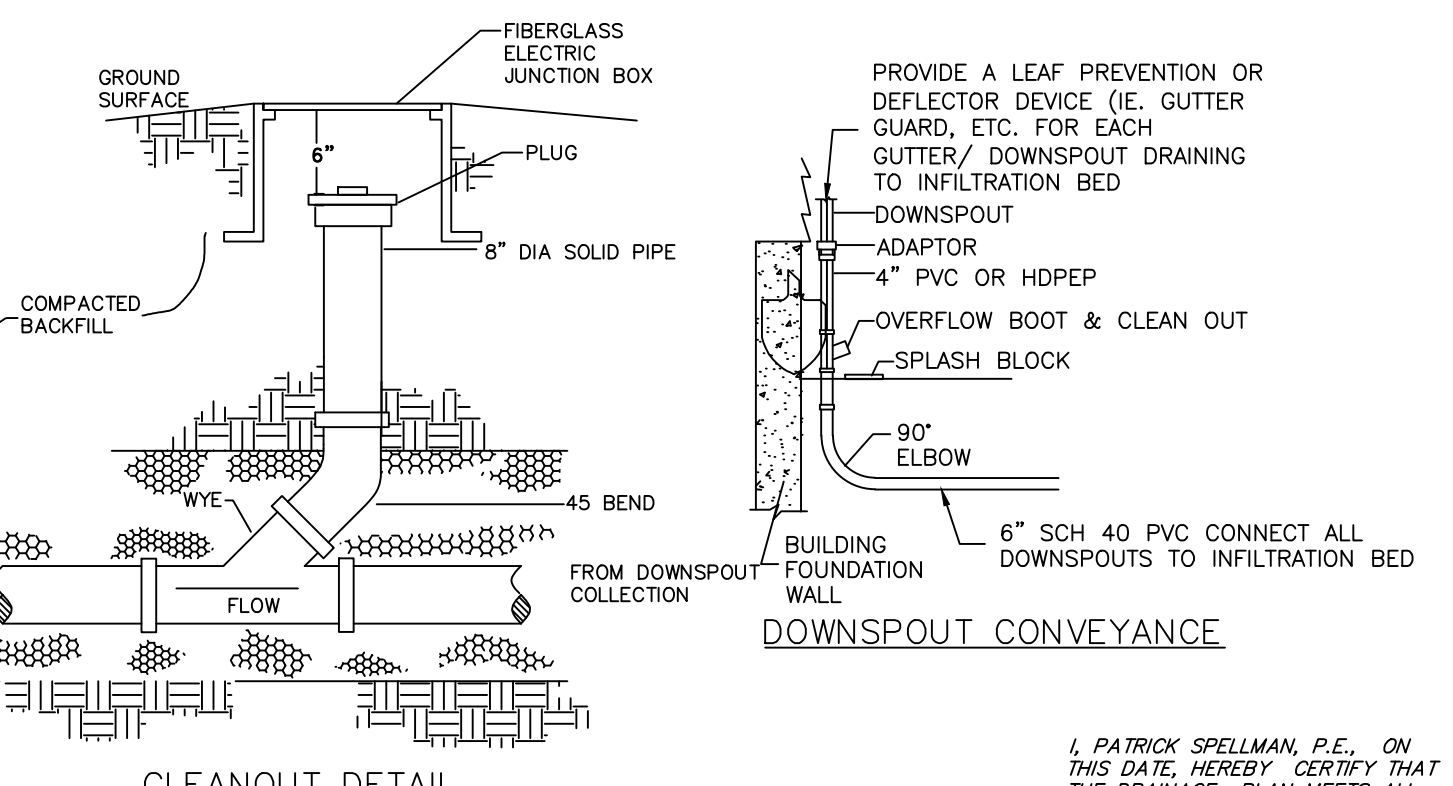


MAN-MADE STEEP SLOPES

THE STEEP SLOPES ON THIS PROPERTY WERE NOT IDENTIFIED ON ORIGINAL 1979 SURVEY AND WERE CREATED BY INITIAL CLEARING AND GRADING OF THE ROAD UNDER THE APPROVED SUBDIVISION PLANS.

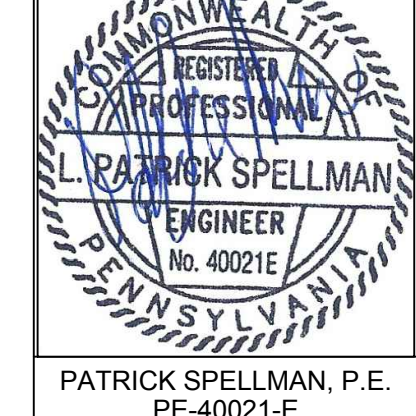
STORMWATER INFILTRATION BED NOTES

- BASIN CONSTRUCTION SHALL FOLLOW BEST CONSTRUCTION PRACTICES INCLUDING BUT NOT LIMITED TO:
1. SCARIFY BOTTOM AND SIDES OF BASIN, TAKING CARE NOT TO COMPACT SOIL.
 2. PERFORATIONS SHALL MEET AASHTO CLASS II PATTERN FOR PIPE DIAMETER.
 3. ENTIRE BED, SIDES TOP AND BOTTOM, SHALL BE WRAPPED IN SYNTHETIC INDUSTRIES NON-WOVEN #801 OR ENGINEER APPROVED EQUAL. PROVIDE A MINIMUM 1" OVERLAP AT ALL SEAMS AND JOINTS WHERE PROTRUSIONS OR PENETRATIONS OCCUR. GEOTEXTILE SHALL BE PERMANENTLY AFFIXED TO OBJECT.
 4. CARE SHOULD BE TAKEN IN THE PLACING OF STONE ATOP THE GEOTEXTILE SO AS TO AVOID TEARING OR RIPPING OF THE FABRIC. STONE SHOULD NOT BE DUMPED UNTIL A 6" LAYER OF STONE IS IN PLACE.
 5. BED TO ACCEPT RUNOFF ONLY FROM DESIGNATED DOWNSPOUTS AND ONLY AFTER LEAF GUARDS ARE IN-PLACE AND OPERATIONAL.



CLEANOUT DETAIL

I, PATRICK SPELLMAN, P.E., ON THIS DATE, HEREBY CERTIFY THAT THE DRAINAGE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE RADNOR TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.



NUM.	DATE	REVISION
		PLAN PREPARED BY:
		SITE ENGINEERING CONCEPTS, LLC
		P.O. BOX 1992
		SOUTHEASTERN, PA 19399
	P: 610-240-0450	F: 610-240-0451 E: INFO@SITE-ENGINEERS.COM
		PLAN PREPARED FOR:
		ROCKWELL BRYN MAWR, LP
		WOODLANDS AT BRYN MAWR
		HARVARD LANE
		BRYN MAWR, PA 19010
	RADNOR TOWNSHIP	DELAWARE COUNTY
		PENNSYLVANIA
		DATE: JUNE 10, 2019
		LOT 46
		104 HARVARD LANE
		DETAILS
		SHEET 2 of 2
		SCALE: NTS

Public Participation

Promotion of Detective
Christopher Four
to the rank of Sergeant

Recognition of Sergeant
George Smith for his 26
years of service to Radnor
Township Police
Department

**Vacancies on
Various Boards & Commissions**

Board of Health

1 Vacancy (unexpired term 12/31/19)

Citizens Audit Review & Financial Advisory Committee

4 Vacancies

Code Appeals Board

1 Vacancy

Requirements: Master Electrician, Master Plumber or General Contractor

HARB

1 Vacancy (unexpired term 12/31/2020)

Rental Housing Appeals Board

1 Vacancy (unexpired term 12/31/2022)

Shade Tree Commission

1 Vacancy (unexpired Term 12/31/2019)

Stormwater Management Advisory Committee

4 Vacancies

Zoning Hearing Board

1 Vacancy

Possible Appointments to
Various Boards and
Commissions

RESOLUTION 2019-63

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP MANAGER TO ENGAGE PFM TO PROVIDE FINANCIAL ADVISORY SERVICES FOR THE TOWNSHIP'S PROPOSED BOND ISSUE(S) INCLUDING REFUNDING THE 2018 SERIES SEWER NOTES AND NEW MONEY FOR GENERAL CAPITAL IMPROVEMENTS

WHEREAS, the GFOA best practices recommend the hiring of a Financial Advisor (FA) to insure the best interests of the Township are being met with regards to bond financing; and

WHEREAS, CARFAC has voted unanimously at their September 30, 2015 meeting to recommend that the Township utilize the services of a pricing agent for bond transactions; and

WHEREAS, PFM served in this same capacity for the Township as part of the Series 2014 Open Space bond transaction, 2015 Library/Park/Trail Bonds, and the 2019 Sewer Notes to the satisfaction of the Administration and the benefit of the taxpayers.

WHEREAS, the Township is considering adopting a Bond Ordinance 2019-07 on July 15, 2019 necessitating the need of a financial advisor for the analysis and transaction.

NOW, THEREFORE, it is hereby *RESOLVED* by the Radnor Township Board of Commissioners appoints PFM to serve as the Disclosure and Pricing Agent for the proposed bond financing at a price not to exceed \$19,400, with all costs being capitalized.

1

SO RESOLVED, this 24th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

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

Radnor Township

PROPOSED LEGISLATION



DATE: June 19, 2019

TO: Board of Commissioners

FROM: William M. White, Finance Director

LEGISLATION: Resolution 2019-63 authorizing the Township to engage PFM as an Independent Disclosure and Pricing Agent relating to the Township's proposed upcoming bond transactions.

PURPOSE AND EXPLANATION: The Government Finance Officers Association (GFOA) has developed a series of best practices on the issuance of debt. Specific to this topic, GFOA's recommendation is that regardless of whether a municipality is doing a negotiated or competitive bond sale, which they hire a financial advisor to provide expertise and ensure that the Township's best interests are being met during the transaction.

Radnor has engaged PFM in prior financing transactions with excellent success.

FISCAL IMPACT: The cost of the engagement is set at \$19,400 for both bond transactions and will be capitalized in the cost of issuance.

RECOMMENDED ACTION: The Administration recommends that Board of Commissioners adopt Resolution 2019-63 to engage PFM at the June 24, 2019 meeting.

RESOLUTION 2019-64

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP ENGAGE COZEN O'CONNER AS BOND COUNSEL FOR THE TOWNSHIP'S PROPOSED BOND ISSUE(S) INCLUDING REFUNDING THE 2018 SERIES SEWER NOTES AND NEW MONEY FOR GENERAL CAPITAL IMPROVEMENTS

WHEREAS, the Board of Commissioners appointed Cozen O'Conner as Bond Counsel for Radnor Township with the adoption of Resolution 2010-42; and

WHEREAS, Resolution 2010-42 recognized that the Township will continue to have on-going responsibilities associated with the various debt obligations that are currently outstanding or will be issued in the future and will need to insure that it has proper legal representation to prepare, assist and review all documents relative to those obligations; and

WHEREAS, the Township is preparing the analysis relative to the possible refunding of the Series 2018 Sewer Improvement Notes and the issuance of General Capital Improvement Bonds, Series 2019 and needs to ensure that it has necessary legal representation to prepare and review all documents relative to the proceedings.

NOW, THEREFORE, it is hereby *RESOLVED* by the Radnor Township Board of Commissioners authorize the Administration to utilize the services of Cozen O'Conner for the refunding of the 2018 Series Sewer Notes and the Series 2019 General Capital Improvement Bonds at a price not to exceed \$53,500, to be capitalized.

SO RESOLVED, this 24th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____

Name: Lisa Borowski

Title: President

ATTEST: _____

Name: Robert A. Zienkowski,

Title: Township Manager / Secretary

Radnor Township

PROPOSED LEGISLATION



DATE: April 3, 2013

TO: Board of Commissioners

FROM: William M. White, Assistant Township Manager and Director of Finance

LEGISLATION: Authorizing the Township to proceed with Cozen O'Conner as Bond Counsel for the proposed Series 2018 Sewer Note Refunding and the Series 2019 General Obligation Capital Improvement Bonds.

LEGISLATIVE HISTORY: The Board of Commissioners appointed Cozen O'Conner as Bond Counsel with the adoption of Resolution 2010-42, adopted Monday September 13, 2010. Included in that Resolution was the recognition that future debt issues will arise and will require specialized legal assistance (from Bond Counsel). The Resolution for Monday night recognizes that Cozen O'Conner is the Township's Bond Counsel.

PURPOSE AND EXPLANATION: Municipal debt issuance is highly regulated both Federally and by State laws. As such, specialized legal counsel is recommended by both the ICMA and GFOA as best practice to ensure that the Township is properly advised and protected on all legal matters surrounding a debt transaction. Cozen O'Conner has served the Township since 2010 and has done an exemplary job. Suzanne Mayes has been professional, comprehensive and understanding in all matters surrounding these transactions; from dealing with the underwriter, to ensuring Federal Taxation Laws are considered and managed appropriately, to responding to the Board and Public to ensure questions are answered respectfully and thoughtfully.

FISCAL IMPACT: The cost of the legal services associated with the Bond refinancing will not exceed \$53,500 or roughly 0.43% of the total amount being transacted. Similar to other issuance costs, the bond counsel cost will be capitalized into the refunding and paid at closing.

RECOMMENDED ACTION: The Administration respectfully recommends that the Board of Commissioners adopt this legislation.

Radnor Township



PROPOSED LEGISLATION

DATE: June 18, 2019

TO: Board of Commissioners

FROM: William M. White, Assistant Township Manager and Director of Finance

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

LEGISLATION: An Ordinance authorizing the issuance of non-electoral debt in the aggregate not-to-exceed amount of \$13,700,000 for the refunding of the Series 2018 Sewer Improvement Note and for the issuance of New Money to fund General Capital Improvement totally roughly \$7.3 million.

LEGISLATIVE HISTORY:

Series A | Refunding the Series 2018 Sewer Improvement Notes: The Board of Commissioners authorized the issuance of these notes in November 2018 (closed in December 2018) for the purpose of providing \$4.45 million for various sewer improvement projects. This note is a fixed-rate, 10-year draw-down note. To-Date, the Township has drawn all proceeds.

Series B | Series 2019 General Improvement Bonds: At the Board's special meeting dated April 29, 2019, the Board authorized the Administration to establish a list of projects that total roughly \$7.0 million that satisfy various immediate needs. Then, at the Board's May 13, 2019 special meeting, the project list was reviewed and tentatively agreed to. Finally, at the Board's June 17, 2019 special meeting, the Board directed staff to proceed with the necessary analysis and legislation for the issuance of new money for the project list, that now totals \$7.3 million.

PURPOSE AND EXPLANATION:

Series A | Refunding the Series 2018 Sewer Improvement Notes: With today's long-term interest rates, the Township has an opportunity to refund these notes into fixed-rate, long-term rates and save significant money. Best practice suggests that savings that exceed net present value savings that exceed 3% should be pursued. These notes and refunding bonds are paid with Sewer Rent revenues.

Series B | Series 2019 General Improvement Bonds: These Bonds are necessary to fund various general capital improvement projects that total \$7.3 million. These bonds will be paid from the General Fund; the cost of which will not require tax increases since the roughly \$450,000 annual debt service will replace a reduction in the same amount beginning in 2020.

Please note that the not-to-exceed total is greater than the sum of the two transactions for the following reasons: (1) to cover capitalized costs of issuance, and (2) pricing flexibility needed since we won't know exact rates / costs until the day the bonds are priced; so, the NTE is set artificially high to be ultra conservative.

FISCAL IMPACT:

Series A | Refunding the Series 2018 Sewer Improvement Notes: Interest rate analysis suggests that the Sewer Fund could save an aggregate amount of approximately \$200,000 (over the 9-year term).

Series B | Series 2019 General Improvement Bonds: As noted above, the estimated annual debt service will be roughly \$450,000, which is the same amount that the Township's existing debt service expense will be decreasing in 2020. This issue will simply refill that expense up to the same level it is in 2019; resulting level expense totals (and not adding to them).

LEGISLATIVE SCHEDULE: If introduced at the June 24, 2019 meeting, the Board will be in a position to adopt at the July 15, 2019 meeting. If that occurs the Township will price/sell the bonds in late July and close in late August.

ORDINANCE 2019-07
TOWNSHIP OF RADNOR
Delaware County, Pennsylvania

AN ORDINANCE AUTHORIZING THE INCURRENCE BY THE TOWNSHIP OF RADNOR OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES OF 2019 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,700,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CAPITAL PROJECTS, CURRENTLY REFUND THE TOWNSHIP'S OUTSTANDING GENERAL OBLIGATION NOTE, SERIES OF 2018 AND TO PAY THE COSTS OF ISSUANCE OF THE BONDS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT AND OTHER DOCUMENTATION; PROVIDING FOR THE CURRENT REFUNDING OF THE DEBT BEING REFUNDED; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS; SETTING FORTH THE STATED PRINCIPAL MATURITY OR SINKING FUND REDEMPTION DATES AND MAXIMUM PRINCIPAL AMOUNTS, MAXIMUM INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT, SINKING FUND PROVISIONS AND OTHER DETAILS OF THE BONDS; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A PAYING AGENT AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OR SUPPLEMENT; FINDING THAT A PRIVATE NEGOTIATED SALE OF THE BONDS IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS WITHIN CERTAIN PARAMETERS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, pursuant to the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.* (the "Act"), the Township of Radnor, Delaware County, Pennsylvania (the "Township") may incur indebtedness for the purposes of financing capital projects and refunding outstanding indebtedness; and

WHEREAS, pursuant to the Act, the Township has determined to undertake capital projects (the "Project"), including construction of and improvements to various Township buildings, roads, streetscape, sidewalks, parks and trails, as further set forth on **Exhibit A** attached hereto; and

WHEREAS, on December 14, 2018, the Township issued non-electoral debt evidenced by its General Obligation Note, Series of 2018 (DCED Approval No. GON-181206-03, December 6, 2018) (the "2018 Note") which was issued to finance (i) capital projects consisting of the construction, reconstruction, renovation, improvement and equipping of portions of its sewer system; and (ii) to pay the costs of issuing the 2018 Note; and

WHEREAS, the Township has determined to undertake a refinancing program to achieve debt service savings (the "Refunding Program") consisting of the current refunding of the outstanding 2018 Note stated to mature on June 1, 2028 in the outstanding principal amount of \$4,350,000 (the "Refunded Note"); and

WHEREAS, the Township proposes to issue its General Obligation Bonds, Series of 2019 (the "Bonds") in the maximum aggregate principal amount of \$13,700,000 to finance: (i) the costs of the Project; (ii) the Refunding Program; and (iii) the payment of the costs and expenses of issuing the Bonds; and

WHEREAS, the Board of Commissioners of the Township (the "Board") has determined that the net savings to be generated by the Refunding Program (the "Required Savings") must be equal to at least two percent (2.0%) of the principal amount of the Refunded Note ; and

WHEREAS, the Board has considered the possible manners of sale provided for in the Act with respect to the sale of the Bonds, such manners of sale being at public sale or private sale by negotiation or upon invitation; and

WHEREAS, the Township has determined that it is in the best financial interest of the Township to sell the Bonds at private negotiated sale, and the Township has received a proposal for the purchase of the Bonds (the "Proposal") from Boening & Scattergood, Inc., of West Conshohocken, Pennsylvania (the "Underwriter"), containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms of the Bonds, consistent with the Parameters and the Required Savings; and

WHEREAS, the Board desires to approve the issuance of the Bonds, approve the Project and the Refunding Program, and accept the Proposal of the Underwriter.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Radnor and IT IS HEREBY RESOLVED, as follows:

1. Authorization of the Project and the Refunding Program and Incurrence of Indebtedness; Statement of Useful Life of the Project; and Purpose of the Refunding Program. The Township hereby approves the Project and the Refunding Program as described in the preambles to this Ordinance and shall incur indebtedness pursuant to the Act in an aggregate principal amount not to exceed \$13,700,000 to finance the costs of the Project, the Refunding Program and the costs and expenses of issuing the Bonds.

It is hereby determined and declared that: (i) the estimated date of completion of the Project is July 31, 2022; (ii) the projects comprising the Project have varying useful lives as described in **Exhibit A** hereto and (iii) the Township has obtained realistic estimates of the costs of the projects comprising the Project as listed in **Exhibit A** through bid prices or estimates from persons qualified by experience to provide such estimates.

The Township hereby reserves the right to undertake the individual components of the Project in such order and at such time or times as it shall determine and to allocate a portion of the proceeds of the Bonds and other available moneys to the final costs of the projects in such

amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay “costs” as defined in the Act, of the Project or, upon appropriate amendments to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

It is hereby determined and stated that the Bonds are scheduled to mature in accordance with the limitations set forth in Section 8142(a)(2) of the Act taking into account the useful lives of the projects comprising the Project.

It is hereby determined and set forth that the purpose of the Refunding Program is to reduce the total debt service that would otherwise be payable on the Refunded Note over the life of the issue. Attached hereto as **Exhibit C** and made a part hereof is the schedule of the estimated debt service savings in connection with the refinancing of the Refunded Note computed in accordance with Section 8242(b) of the Act.

The estimated useful lives of the projects financed with the 2018 Note were determined by the Township under its ordinance enacted on November 12, 2018 to be not less than fifty (50) years.

The realistic estimated useful lives of such projects are hereby ratified and confirmed, and the principal amount of the Bonds related to the Refunding Program equal to the separate cost of the portions of such projects having an unexpired shorter useful life than the period during which the Bonds related to the Refunding Program will be outstanding has been scheduled to mature prior to the end of such useful life and the balance prior to the end of the longest unexpired useful life. The maturities of the Bonds related to the Refunding Program will not extend beyond the calendar year in which occurs the final maturity of the 2018 Note.

2. Authorization of Issuance of the Bonds. The Township shall issue, pursuant to the Act and this Ordinance, its General Obligation Bonds, Series of 2019, in a maximum aggregate principal amount not to exceed \$13,700,000, in order to provide funds for and toward the costs of the Project, the Refunding Program and paying the costs of issuing the Bonds as authorized and provided in Section 1 hereof. The Township reserves the right to issue the Bonds in an amount less than the maximum principal amount authorized hereunder and to cancel any unused authorization hereunder in accordance with the terms of the Act. The Bonds may be issued in one or more separate series, at any one time or from time to time, and if issued in more than one series, each series shall be appropriately designated by year and specific series name. In the event the Bonds are issued from time to time, all authorizations and approvals set forth herein shall extend to such additional documents and actions of the type expressly authorized and approved herein with respect to such additional series of Bonds, including, but not limited to, additional Preliminary Official Statements, Official Statements, Addendums, Continuing Disclosure Agreements, Paying Agent agreements, and sinking funds as necessary in connection with the issuance of such series of Bonds.

3. Type of Indebtedness. The indebtedness evidenced by the Bonds is nonelectoral debt.

4. **Execution of Debt Statement, Bonds and Other Documents.** The President or Vice President of the Board and the Secretary of the Township and their successors are hereby authorized and directed to file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name and on behalf of the Township and to take all other action required by the Act or this Ordinance in order to effect the issuance of the Bonds. Said officers or any of them are further authorized to apply to the Department of Community and Economic Development for approval of the debt herein authorized and to file with such application a transcript of the proceedings including a certified copy of this Ordinance, the Debt Statement, a Borrowing Base Certificate signed by the appropriate officials of the Township or by the accountants of the Township responsible for auditing its financial affairs, and to take any and all such further action and to execute and deliver such other documents as may be necessary or proper to comply with all requirements of the Act or to carry out the intent and purpose of this Ordinance. Said officers and their successors are further hereby authorized if, in their opinion, it is advisable to do so, to prepare and file such statements and documents as may be required by Sections 8024 or 8026 of the Act in order to qualify all or any portion of the existing indebtedness of the Township or of the Bonds as subsidized debt or self-liquidating debt.

5. **Type of Bonds.** The Bonds when issued will be general obligation bonds.

6. **Covenant to Pay Debt Service - Pledge of Taxing Power.** The Township hereby covenants with the registered owners of the Bonds: (b) that the Township will include in its budget for each fiscal year for the life of the Bonds, the amount of the debt service on the Bonds issued hereunder which will be payable in each such fiscal year so long as the Bonds shall remain outstanding; (c) that the Township shall appropriate from its general revenues such amounts to the payment of such debt service; (d) that the Township shall duly and punctually pay or cause to be paid from the Sinking Fund (as hereinafter defined) or any of its other revenues or funds the principal of every Bond and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof; and (e) for such budgeting, appropriation and payment the Township hereby pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable. The maximum amounts to be budgeted, appropriated and paid pursuant to the foregoing covenants shall not exceed those set forth in **Exhibit D** attached hereto and made a part hereof which are hereby incorporated in the foregoing covenant with the same effect as if the same were specified in the text of such covenant.

7. **Form of Bonds.** The Bonds shall be substantially in the form set forth in **Exhibit B** hereto, with appropriate omissions, insertions and variations.

8. **Terms of Bonds.** The Bonds shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof and shall be dated the date of issuance thereof or such other date as the Township and the Underwriter shall agree. The Bonds shall be issued in an aggregate principal amount not to exceed \$13,700,000. The interest rates on the Bonds shall not exceed five and one-half percent (5.50%) per annum. No yield on the Bonds for any stated maturity date in the last two-thirds of the period of the Bonds may be less than that stated for the immediately preceding year. The Bonds shall mature or be subject to sinking fund redemption in annual principal amounts not to exceed the maximum principal amount for each fiscal year as set forth in **Exhibit D** hereto.

The principal of the Bonds shall be payable in lawful money of the United States of America at the corporate trust office of U.S. Bank National Association in Philadelphia, Pennsylvania (the "Paying Agent"), which is hereby appointed paying agent and registrar for the Bonds and the sinking fund depository. Interest on the Bonds shall be payable in the manner provided in the form of Bonds set forth in **Exhibit B** hereto.

9. Redemption of Bonds. The Bonds shall be subject to redemption prior to maturity, at the option of the Township, as a whole or in part from time to time, in any order of maturity or portion of a maturity as selected by the Township, on a date not earlier than the fifth (5th) anniversary of the issuance of such Bonds, or any date thereafter upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If any of the Bonds are to be issued and delivered as term bonds, (i) such term bonds shall be subject to mandatory sinking fund redemption on such date or dates and in such principal amount or amounts as shall be necessary to conform to the principal retirement schedule set forth in **Exhibit D** hereto and (ii) in lieu of such mandatory sinking fund redemption, the Paying Agent, with the approval of the Township, may purchase from money in the Sinking Fund, at a price not to exceed the principal amount thereof plus accrued interest, or the Township may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

If less than an entire year's maturity of Bonds is to be redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

In the event that a portion, but not all of the term bonds are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory sinking fund redemptions and the final maturity applicable to such term bonds shall be proportionately reduced (subject to the Paying Agent making such adjustments as it deems necessary to be able to affect future redemptions of such Bonds in authorized denominations) unless the Township directs an alternate reduction of such mandatory sinking fund redemptions and final maturity.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption, and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit of security hereunder, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than 20 or more than 60 days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the bond register maintained by the Paying Agent. Such notice shall also be filed by the Paying Agent with the Municipal Securities Rulemaking Board. Such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption of the Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

10. Appointment of Securities Depository. The Depository Trust Company, New York, New York ("DTC"), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system ("DTC Participants"). The ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each Bond certificate will be in the aggregate principal amount of such maturity. The Township shall cause the Bonds to be delivered to DTC or the Paying Agent, as custodian for DTC, on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive bond certificates and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the Township nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The Township is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository including a blanket letter of

representation obligating the Township to give certain notices to DTC and to meet certain requirements relating to Bond payments.

If DTC determines to discontinue providing its services as securities depository with respect to the Bonds at any time, the Township officials then holding the offices set forth in Section 4 of this Ordinance are hereby authorized to designate a successor securities depository or to deliver certificates to or upon the order of the registered owners of the Bonds.

The Township shall give notice or cause the Paying Agent to give notice, to DTC in accordance with the Blanket Letter of Representations for the redemption or other retirement of all of the Bonds. The Township will provide for the form of notice. Upon receipt of such notice, DTC will forward the notice to the DTC Participants for subsequent forwarding of such notice to the Beneficial Owners of the Bonds. The Township will pay the customary charges for such mailing.

11. Sale of Bonds. The Bonds shall be sold at private sale by negotiation as hereinafter set forth in Section 14. After due consideration, the Board hereby finds and determines, on the basis of all available information, that a private negotiated sale of the Bonds is in the best financial interest of the Township.

12. Creation of and Deposits in Sinking Fund. The Township covenants that there shall be and there is hereby established and that it shall hereafter maintain a sinking fund (the "Sinking Fund") designated "Sinking Fund – General Obligation Bonds, Series of 2019" for the Bonds to be held by the Paying Agent (or such substitute or successor Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the Township, but subject to withdrawal only by the Paying Agent.

The Township covenants and agrees to deposit in such Sinking Fund no later than each Interest Payment Date (as defined in the form of the Bonds attached hereto), the debt service payable on the Bonds on such dates, which shall not exceed the maximum amounts set forth in **Exhibit D** attached hereto, or such greater or lesser amount as at the time shall be sufficient to pay principal of and interest on the Bonds becoming due on each such date.

Pending application to the purpose for which such Sinking Fund is established, the President or Vice President of the Board is hereby authorized and directed to cause the monies therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Act. All income received on such deposits or investments of monies in such Sinking Fund during each applicable period shall be added to such Sinking Fund and shall be credited against the deposit next required to be made in such Sinking Fund.

The Paying Agent is hereby authorized and directed, without further action by the Township, to pay from such Sinking Fund the principal of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the Township hereby covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the registered owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other

instruments of the Paying Agent, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the registered owners of the unrepresented Bonds.

13. No Taxes Assumed. The Township shall not assume the payment of any tax or taxes in consideration of the purchase of the Bonds.

14. Award and Sale of Bonds. The Township hereby awards and sells the Bonds to the Underwriter at a price of no less than ninety percent (90%) and no more than one hundred twenty percent (120%) of the principal amount of the Bonds (including original issue discount or premium and the underwriter's discount) plus accrued interest from the dated date of the Bonds to the date of delivery and in accordance with the other terms and conditions contained or incorporated in the Proposal of the Underwriter dated July 15, 2019 which is hereby approved and accepted. The underwriter's discount for the Bonds shall not exceed 0.70% of the principal amount of the Bonds. A copy of said Proposal shall be attached to this Ordinance and lodged with the official minutes of this meeting and is hereby incorporated herein by reference. The proper officers of the Township are hereby authorized and directed to endorse the acceptance of the Township on said Proposal and to deliver executed copies thereof to the Underwriter. The Township Manager or the Director of Finance is authorized to accept the Addendum to the Proposal setting forth the final terms of the Bonds within the Parameters set forth in this Ordinance, and at such time as the Required Savings are achieved in the case of Bonds issued for the Refunding Program. The Required Savings must be equal to at least two percent (2.0%) of the principal amount of the Refunded Note.

15. Contract with Paying Agent. The proper officers of the Township are authorized to contract with U.S. Bank National Association, Philadelphia, Pennsylvania, in connection with the performance of its duties as the Paying Agent and Sinking Fund Depository on usual and customary terms, including an agreement to observe and comply with the provisions of this Ordinance and of the Act

16. Redemption of Refunded Note. The Township hereby calls the Refunded Note for redemption on or after August 1, 2019. The Township Manager or Director of Finance is authorized to set the exact redemption date, but such date shall be not later than ninety (90) days after the issuance date of the Bonds. The Township shall deposit with the paying agent for the Refunded Note (the "Refunded Note Paying Agent"), the amounts required to pay the principal of and interest on the Refunded Note to the date of redemption. The officers of the Township are hereby authorized and directed to execute all documents and to take such other action as may be necessary or advisable to effect the redemption and payment of the Refunded Note. Upon redemption of the Refunded Note, any excess moneys shall be transferred by the Refunded Note Paying Agent to the Paying Agent, and the Paying Agent shall deposit the same in the Sinking Fund.

17. Federal Tax Covenants. The Township hereby covenants not to take or omit to take any action so as to cause interest on the Bonds to be no longer excluded from gross income for purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations promulgated with respect thereto, throughout the term of the Bonds. The Township further covenants that it will make no investments or other use of the

proceeds of the Bonds which would cause the Bonds to be “arbitrage bonds” as defined in Section 148 of the Code. The Township further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

The Township may determine, on the advice of Bond Counsel to the Township, to designate any series of the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code. The Township hereby delegates the power to make such designation on behalf of the Township, on the advice of Bond Counsel to the Township, to the proper officers of the Township and authorizes each of such officers to execute a certificate at the time of closing of any series of the Bonds, setting forth the amount of such series of the Bonds, if any, designated and/or deemed designated under the Code and making such representations and warranties as are required in connection therewith.

18. Execution and Authentication of Bonds. As provided in Section 4, the Bonds shall be executed by the President or the Vice President of the Board and the Secretary of the Township and each such execution shall be by manual or facsimile signature. If any officer whose signature appears on the Bonds shall cease to hold such office before the actual delivery date of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of the Bonds. The Bonds shall be authenticated by the manual signature of an authorized representative of the Paying Agent.

19. Application of Bond Proceeds. The purchase price for the Bonds, and any accrued interest payable by the Underwriter, shall be paid by the Underwriter to the Paying Agent on behalf of the Township. Upon receipt of the purchase price for the Bonds, including interest thereon accrued to the date of delivery, if any, the Paying Agent shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall pay, or establish reserves for payment of, the costs and expenses of the financing and the proper officers of the Township are authorized to direct the Paying Agent to pay the issuance costs on behalf of the Township as set forth in written directions to the Paying Agent. The portion of the proceeds of the Bonds to be used to finance the refinancing of the Refunded Note shall be deposited with the Refunded Note Paying Agent as provided in Section 16 hereof. The Township hereby approves the establishment of a segregated account for the remaining proceeds of the Bonds and the balance of the proceeds shall be deposited in such account pending disbursement to pay the costs of the Project as set forth in instructions from the Township to the Paying Agent. The moneys in such account will be invested in accordance with Section 8224 of the Act.

20. Approval of Official Statement. The Township hereby approves and “deems final” the Preliminary Official Statement for the Bonds for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement containing the final terms of the Bonds, shall be prepared and delivered to the Underwriter within seven (7) business days from the date of establishment of the final terms of the Bonds, and the Township hereby approves the use thereof in connection with the public offering and sale of the Bonds.

21. **Continuing Disclosure.** The Township hereby authorizes and directs the appropriate officers to execute and deliver a Continuing Disclosure Agreement or a supplement to an existing Continuing Disclosure Agreement of the Township (the “Continuing Disclosure Agreement”) if and to the extent required by law. The Township further covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the Township to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder or under the Bonds; however, the Paying Agent, any Participating Underwriter (as defined in the Continuing Disclosure Agreement), or any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Township to comply with its obligations under this Section.

22. **Covenant to Pledge Sufficient Funds.** The Township hereby covenants and agrees that, concurrently with the issuance of and payment for the Bonds, the Township will have irrevocably pledged with the Refunded Note Paying Agent, amounts sufficient to pay all principal of and interest on the Refunded Note to the date of redemption thereof so that the Refunded Note will no longer be outstanding under the Act.

23. **Reimbursement.** In accordance with Treasury Regulations §1.150-2, T.D. 8476, the Township hereby states its intention that a portion of the proceeds of the Bonds will be used to reimburse itself for expenditures paid for costs of the Project prior to the date of issuance of the Bonds. The maximum principal amount of Bonds expected to be issued for the Project is \$8,700,000.

24. **Officers Authorized to Act.** For the purpose of expediting the closing and the issuance and delivery of the Bonds, or in the event that the President of the Board or the Secretary of the Township shall be absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Ordinance, the Vice President of the Board or the Assistant Secretary of the Township, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the Township in their stead.

25. **Contract with Bond Owners.** This Ordinance constitutes a contract with the registered owners of the Bonds outstanding hereunder and shall be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

26. **Binding Effect of Covenants and Agreements.** All covenants, obligations and agreements of the Township set forth in this Ordinance and in the documents authorized hereby shall be deemed to be the covenants, obligations and agreements of the Township to the full extent authorized or permitted by law, and all such covenants, obligations and agreements shall be binding upon the Township and its successors from time to time and upon any board or body to which any powers or duties affecting the same shall be transferred by or in accordance with law. Except as otherwise provided in this Ordinance, all rights, powers and privileges conferred and duties and liabilities imposed upon the Township or the members thereof by the provisions of this Ordinance or the documents authorized hereby shall be exercised or performed, by such members, officers or other representatives of the Township as may be required or permitted by law to exercise or perform the same. No covenant, obligation or agreement herein contained or

contained in any documents authorized hereby shall be deemed to be a covenant, obligation or agreement of any commissioner, officer, agent or employee of the Township in his or her individual capacity and neither the Commissioners of the Township nor any officer executing the other documents authorized by this Ordinance shall be liable personally thereunder or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

27. Bond Counsel. The Township hereby appoints Cozen O'Connor to act as Bond Counsel to the Township with respect to the transactions contemplated by this Ordinance.

28. Further Action. The proper officers of the Township are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act in the name and on behalf of the Township.

29. Act Applicable to Bonds. This Ordinance is enacted pursuant to, and the Bonds issued hereunder shall be subject to, the provisions of the Act and all of the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

30. Severability. In case any one or more of the provisions contained in this Ordinance or in any Bond shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of said Bonds, and this Ordinance or said Bonds shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

31. Repealer. All ordinances and parts of ordinances heretofore enacted to the extent that the same are inconsistent herewith are hereby repealed.

32. **Effective Date.** This Ordinance shall take effect on the earliest date permitted by the Act.

ENACTED this 15th day of July, 2019.

(TOWNSHIP SEAL)

TOWNSHIP OF RADNOR

ATTEST

Secretary

President
Board of Commissioners

[Signature Page to Bond Ordinance]

TOWNSHIP OF RADNOR
General Obligation Bonds, Series of 2019

EXHIBIT A

SCHEDULE OF PROJECTS, ESTIMATED COSTS AND USEFUL LIVES

Radnor Township, PA
Capital Project List - GO Bonds, Series 2019

	15 Years 2019	20 Years 2019	Total	Grand Total
New				
Facilities				
Radnor Fire Company				
RFC Preemption Device	\$ 52,458		\$	52,458
Township Building				
Basement Storage, Finance and Codes Improvements		\$ 200,000	\$	200,000
Infrastructure				
Conestoga Gateway				
Rosemont Gateway Enhancement		\$ 150,000	\$	150,000
Morris Road				
Morris Road Streetscape Project		\$ 825,000	\$	825,000
Sidewalk				
KOP / Glenmary				
King of Prussia / Glenmary Crosswalk		\$ 241,200	\$	241,200
North Wayne				
North Wayne [Woodsworth to Eagle]		\$ 332,000	\$	332,000
Trails				
Harford Trail				
Harford Trail (partially funded with '15 bonds)		\$ 220,320	\$	220,320
Radnor Trail Extension				
Radnor Trail Extension (partially funded with '15 bonds)		\$ 622,665	\$	622,665
TAP Trail				
Radnor TAP Trail		\$ 379,652	\$	379,652
Replace				
Facilities				
Public Works Garage				
Rebuild Lifts	\$ 200,000		\$	200,000
Infrastructure				
Conestoga Road Tunnel				
Conestoga Road Tunnel Lighting		\$ 223,900	\$	223,900
Matsonford Bridge				
Matsonford Pedestrian Bridge		\$ 329,300	\$	329,300
Road Resurfacing				
Annual Road Resurfacing Program		\$ 400,000	\$	400,000
Parks				
Cowan Park				
Basketball court resurfacing/equipment		\$ 75,000	\$	75,000
Odorisio Park				
Basketball court resurfacing/equipment		\$ 75,000	\$	75,000
Sidewalk				
Lancaster Ave				
Lancaster [Barleycone to Garrett] Sidewalk		\$ 473,500	\$	473,500
North Wayne				
North Wayne [Poplar to North Wayne]		\$ 163,812	\$	163,812
Signals				
Traffic Signals				
King of Prussia / Pine Tree / Eagle Road		\$ 355,300	\$	355,300
Lancaster / Wayne		\$ 504,200	\$	504,200
Traffic Adaptive System	\$ 904,000		\$	904,000
WBA				
WBOD				
WBOD Street Adjacent Parking		\$ 288,060	\$	288,060
WBOD Street Tree Planting Program		\$ 287,950	\$	287,950
Grand Total	\$ 1,156,458	\$ 6,146,859	\$	7,303,317

EXHIBIT B

[FORM OF BOND]

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA

TOWNSHIP OF RADNOR

GENERAL OBLIGATION BOND, SERIES OF 2019

No. R- _____ \$ _____

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
	_____, ____	_____, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

Township of Radnor, Delaware County, Pennsylvania (the "Township"), a political subdivision of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to the registered owner hereof on the Maturity Date set forth above the Principal Sum set forth above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been made or duly provided for, and to pay interest thereon from the Original Issuance Date set forth above or the most recent Interest Payment Date to which interest has been paid or duly, provided for, semiannually on _____ and _____ of each year, commencing _____, 20__ (each, an "Interest Payment Date"), at the interest rate specified above, calculated on the basis of a 360-day year of twelve 30-day months until the principal sum is paid or has been provided for.

Interest is payable to the registered owner of this Bond from the Interest Payment Date next preceding the authentication date of the Bond, unless: (a) this Bond is authenticated as of an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; (b) this Bond is registered and authenticated after a Regular Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event it shall bear interest from such succeeding Interest Payment Date; (c) such Bond is registered and authenticated on or prior to the Regular Record Date preceding _____, 20__, in which event it shall bear interest from _____, 20__; or (d) as shown by the records of the Paying Agent interest on this Bond shall be in default, in which event it shall bear interest from the date on which interest was last paid on this Bond.

The principal of this Bond is payable upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, in Philadelphia, Pennsylvania (the "Paying Agent"). Interest on this Bond will be paid on each Interest Payment Date by check mailed to the person in whose name this Bond is registered on the registration books of the Township maintained by the Paying Agent, as bond registrar, at the address appearing, thereon at the close of business on the fifteenth (15th) day (whether or not a day on which the Paying Agent is open for business) next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of the Regular Record Date, and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever monies become available for payment of the defaulted interest, and notice of the Special Record Date and payment date for such interest shall be given by first class mail to the registered owners of the Bonds not less than ten (10) days prior to the Special Record Date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing. The principal of and interest on this Bond are payable in lawful money of the United States of America.

Notwithstanding the foregoing, so long as this Bond is registered in the name of The Depository Trust Company ("DTC") or its nominee, Cede & Co., payment of principal and interest on this Bond shall be payable in the manner and at the respective times of payment provided for in DTC's Operational Arrangements, as they may be amended from time to time.

This Bond is one of a duly authorized issue of General Obligation Bonds, Series of 2019, of the Township in the aggregate principal amount of \$ _____ (the "Bonds") issued in fully registered form in denominations of \$5,000 and integral multiples of \$5,000 in excess thereof, all issued in accordance with the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 et seq., as amended (the "Act"), and pursuant to an Ordinance of the Board of Commissioners of the Township duly enacted on July 15, 2019 (the "Ordinance") and a Paying Agent Agreement between the Township and the Paying Agent dated as of _____, 2019 (the "Paying Agent Agreement"). The Bonds are issued for the purpose of financing various capital projects, a refunding program, and paying the costs of issuing the Bonds, as described in the Ordinance.

Under the laws of the Commonwealth of Pennsylvania, this Bond and the interest thereon shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption shall not extend to gift, estate, succession or inheritance taxes or to any other taxes not levied or assessed directly on this Bond or the interest thereon. Profits, gains or income derived from the sale, exchange, or other disposition of this Bond are subject to state and local taxation.

The Bonds maturing on or after _____, 20__ are subject to redemption prior to maturity at the option of the Township as a whole or from time to time in part, in any order of maturity or portion of a maturity as selected by the Township on _____, 20__ or any date thereafter, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire year's maturity of Bonds are to be

redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

The Bonds stated to mature on _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to their stated maturity by lot by the Township from monies to be deposited in the Sinking Fund established under the Ordinance at a redemption price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption. The Township hereby covenants that it will cause the Paying Agent to select by lot, to give notice of redemption and to redeem Term Bonds at said price from monies deposited in the Sinking Fund sufficient to effect such redemption (to the extent that Term Bonds shall not have been previously purchased from said monies by the Township as permitted under the Ordinance) on _____ of the years, from the maturities and in the annual principal amounts set forth in the following schedule (or such lesser principal amount as shall at the time represent all Term Bonds which shall then be outstanding):

Mandatory Redemption Schedule

Redemption Date (_____)	Maturity From <u>Which Selected</u>	Principal Amount to be <u>Redeemed or Purchased</u>
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In the event that a portion, but not all of the Term Bonds are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory sinking fund redemptions and the final maturity applicable to the Term Bonds shall be proportionately reduced (subject to the Paying Agent making such adjustments as it deems necessary to be able to affect future redemptions of such Bonds in authorized denominations) unless the Township directs an alternate reduction of such mandatory sinking fund redemptions and final maturity.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption, and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit of security hereunder, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than 20 or more than 60 days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the Bond register maintained by the Paying Agent. Such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and the reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption of the Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

The Township and the Paying Agent may treat the person in whose name this Bond is registered on the Bond register maintained by the Paying Agent as the absolute owner of this Bond for all purposes and neither the Township nor the Paying Agent shall be affected by any notice to the contrary. The Bonds are being issued by means of a book-entry system, with actual bond certificates evidencing ownership of the Bonds immobilized at either DTC, New York, New York (the "Securities Depository"), or its successor as Securities Depository or with the Paying Agent, as custodian for DTC. Transfers of beneficial ownership of the Bonds shall be effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository.

So long as the Bonds are issued in book-entry form, actual bond certificates are not available for distribution to the beneficial owners and the principal and interest on the Bonds are payable to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of beneficial owners. The Township and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. If the Bonds are no longer registered to a Securities Depository or its nominee, the Bonds are transferable by the registered owners thereof, subject to payment of any required tax, fee or other governmental charge, upon presentation and surrender at the corporate trust office of the Paying Agent in, Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form

satisfactory to the Paying Agent. The Paying Agent shall not be required: (i) to issue, transfer or exchange any of the Bonds during a period beginning at the close of business on the fifth (5th) day next preceding the day of selection of Bonds to be redeemed and ending at the close of business on the day on which such notice is given, or (ii) to transfer or exchange any Bond selected for redemption in whole or in part.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon, against any commissioner, officer or employee, past, present or future, of the Township or of any successor body, as such, either directly or through the Township or through any such successor body under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such commissioners, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in the jurisdiction in which the corporate trust or payment office of the paying agent is located are authorized or required by law or executive order to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the Township to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Township, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the Township has established a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

This Bond shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent by execution of the certificate endorsed hereon.

IN WITNESS WHEREOF, the Township of Radnor, Delaware County, Pennsylvania has caused this Bond to be signed in its name and on its behalf by the signature of the President of its Board of Commissioners and an impression of its corporate seal to be hereunto affixed, duly attested by the signature of the Secretary of the Township.

TOWNSHIP OF RADNOR

By: _____
President, Board of Commissioners

Attest: _____
Secretary

(SEAL)

AUTHENTICATION CERTIFICATE

This Bond is one of the Township of Radnor General Obligation Bonds, Series of 2019, described in the within mentioned Ordinance.

DATE OF AUTHENTICATION:

U.S. BANK NATIONAL ASSOCIATION,
Paying Agent

By: _____
Authorized Representative

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
EMPLOYER IDENTIFICATION NUMBER OF
ASSIGNEE

_____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney to transfer said Bond on the books of the within named Paying Agent, with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guaranteed program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Signature)

[END OF BOND FORM]

TOWNSHIP OF RADNOR
General Obligation Bonds, Series of 2019

EXHIBIT C

**SCHEDULE OF ESTIMATED DEBT SERVICE SAVINGS RELATED TO THE
REFUNDING OF THE REFUNDED NOTE
IN ACCORDANCE WITH SECTION 8242(b) OF THE ACT**

<u>Date</u>	<u>New Debt Service</u>	<u>Existing Debt Service</u>	<u>Savings</u>
12/31/2019		\$70,687.50	\$70,687.50
12/31/2020	\$543,929.17	559,468.75	15,539.58
12/31/2021	543,950.00	560,412.50	16,462.50
12/31/2022	541,850.00	555,950.00	14,100.00
12/31/2023	539,150.00	556,081.25	16,931.25
12/31/2024	540,750.00	555,725.00	14,975.00
12/31/2025	539,075.00	554,881.25	15,806.25
12/31/2026	544,225.00	558,468.75	14,243.75
12/31/2027	543,850.00	556,487.50	12,637.50
12/31/2028	<u>543,025.00</u>	<u>558,937.50</u>	<u>15,912.50</u>
Total	<u>\$4,879,804.17</u>	<u>\$5,087,100.00</u>	<u>\$207,295.83</u>

TOWNSHIP OF RADNOR

General Obligation Bonds, Series of 2019

EXHIBIT D

MAXIMUM BOND AMORTIZATION SCHEDULE

Dates	Max Par	Max Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
4/1/2020	\$955,000	5.50%	\$463,726.39	\$1,418,726.39	\$0.00
10/1/2020	0		350,487.50	350,487.50	1,769,213.89
4/1/2021	960,000	5.50%	350,487.50	1,310,487.50	0.00
10/1/2021	0		324,087.50	324,087.50	1,634,575.00
4/1/2022	955,000	5.50%	324,087.50	1,279,087.50	0.00
10/1/2022	0		297,825.00	297,825.00	1,576,912.50
4/1/2023	955,000	5.50%	297,825.00	1,252,825.00	0.00
10/1/2023	0		271,562.50	271,562.50	1,524,387.50
4/1/2024	960,000	5.50%	271,562.50	1,231,562.50	0.00
10/1/2024	0		245,162.50	245,162.50	1,476,725.00
4/1/2025	965,000	5.50%	245,162.50	1,210,162.50	0.00
10/1/2025	0		218,625.00	218,625.00	1,428,787.50
4/1/2026	970,000	5.50%	218,625.00	1,188,625.00	0.00
10/1/2026	0		191,950.00	191,950.00	1,380,575.00
4/1/2027	970,000	5.50%	191,950.00	1,161,950.00	0.00
10/1/2027	0		165,275.00	165,275.00	1,327,225.00
4/1/2028	980,000	5.50%	165,275.00	1,145,275.00	0.00
10/1/2028	0		138,325.00	138,325.00	1,283,600.00
4/1/2029	420,000	5.50%	138,325.00	558,325.00	0.00
10/1/2029	0		126,775.00	126,775.00	685,100.00
4/1/2030	425,000	5.50%	126,775.00	551,775.00	0.00
10/1/2030	0		115,087.50	115,087.50	666,862.50
4/1/2031	430,000	5.50%	115,087.50	545,087.50	0.00
10/1/2031	0		103,262.50	103,262.50	648,350.00
4/1/2032	435,000	5.50%	103,262.50	538,262.50	0.00
10/1/2032	0		91,300.00	91,300.00	629,562.50
4/1/2033	440,000	5.50%	91,300.00	531,300.00	0.00
10/1/2033	0		79,200.00	79,200.00	610,500.00
4/1/2034	445,000	5.50%	79,200.00	524,200.00	0.00
10/1/2034	0		66,962.50	66,962.50	591,162.50
4/1/2035	455,000	5.50%	66,962.50	521,962.50	0.00
10/1/2035	0		54,450.00	54,450.00	576,412.50
4/1/2036	460,000	5.50%	54,450.00	514,450.00	0.00
10/1/2036	0		41,800.00	41,800.00	556,250.00
4/1/2037	480,000	5.50%	41,800.00	521,800.00	0.00
10/1/2037	0		28,600.00	28,600.00	550,400.00
4/1/2038	505,000	5.50%	28,600.00	533,600.00	0.00
10/1/2038	0		14,712.50	14,712.50	548,312.50
4/1/2039	535,000	5.50%	14,712.50	549,712.50	0.00
10/1/2039	0		0.00	0.00	549,712.50
Totals:	\$13,700,000		\$6,314,626.39	\$20,014,626.39	\$20,014,626.39

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Township of Radnor HEREBY CERTIFIES that:

The foregoing Ordinance authorizing the issuance of General Obligation Bonds, Series of 2019 of the Township was duly moved and seconded and enacted by a majority vote of all the Board of Commissioners of said Township at a duly called and convened meeting of said Board held on July 15, 2019; that public notice of said meeting was given as required by law; and that the roll of the Board of Commissioners was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Lisa Borowski, President	_____
Jack Larkin, Vice President	_____
Jake Abel	_____
Richard F. Booker, Esq.	_____
Lucas A. Clark IV, Esq.	_____
Sean Farhy	_____
John C. Nagle, P.E.	_____

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 15th day of July, 2019.

Robert A. Zienkowski, Secretary

(TOWNSHIP SEAL)

Discussion of PECO Tree
Pruning Operations
*(Requested by Commissioner
Borowski)*

Discussion of Young Lungs
At Play Program (*Requested
by Commissioner Abel*)

RESOLUTION NO. 2019-60
A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AWARDED CONTRACT
#B-19-003, PARK IMPROVEMENTS AT BO CONNOR
PARK & WARREN FILIPONE PARK

WHEREAS, Radnor Township strives to provide its park system in a manner that adds to the overall quality of life for residents; and

WHEREAS, Radnor Township has designated the appropriate funding for the park improvements at Bo Connor Park and Warren Filipone Park; and

WHEREAS, the Township has solicited sealed bids for the construction of the park improvements; and

WHEREAS, Gessler Construction Company, Inc. was the sole bidder for this construction contract.

NOW, THEREFORE, be it *RESOLVED* that the Board of Commissioners of Radnor Township does hereby award Contract #B-19-003, Parks Improvements at Bo Connor Park and Warren Filipone Park as follows:

Gessler Construction Company, Inc.	\$750,000.00
------------------------------------	--------------

SO RESOLVED this 18th day of June, 2019.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Township Manager/Secretary


Radnor Township

PROPOSED LEGISLATION



DATE: June 18, 2019

TO: Board of Commissioners

FROM: Tammy Cohen, Recreation & Community Programming Director 

LEGISLATION: Resolution #2019-60 Awarding Contract #B-19-003, Park Improvements at Bo Connor Park and Warren Filipone Park.

LEGISLATIVE HISTORY: Ordinance 2015-18 – Township Parks and Trail Improvements

PURPOSE AND EXPLANATION: Request is being made to award Contract #B-19-003, Parks Improvements at Bo Connor Park and Warren Filipone Park.

This project will entail rehabilitation to the parking lot, tennis courts, ballfield fencing, dugout areas, and a portion of sidewalk; replacement of a portion of perimeter fencing; the installation of a small retaining wall at the ballfield area along Bo Connor Park; the installation of a crosswalk at Warren Filipone Park; and ADA compliance accessibility for the park features at Warren Filipone Park. The following alternates have also been included in the project: rehabilitation to the basketball court and reconstruction of the upper asphalt area into a dedicated pickleball court at Bo Connor Park; and the installation of fenced dugouts at Warren Filipone Park. This project will provide a highly utilized and accessible asset for the community in a key neighborhood location of Radnor Township. It will continue to promote healthy, active lifestyles for the volumes of families of Radnor Township who frequently visit the park.

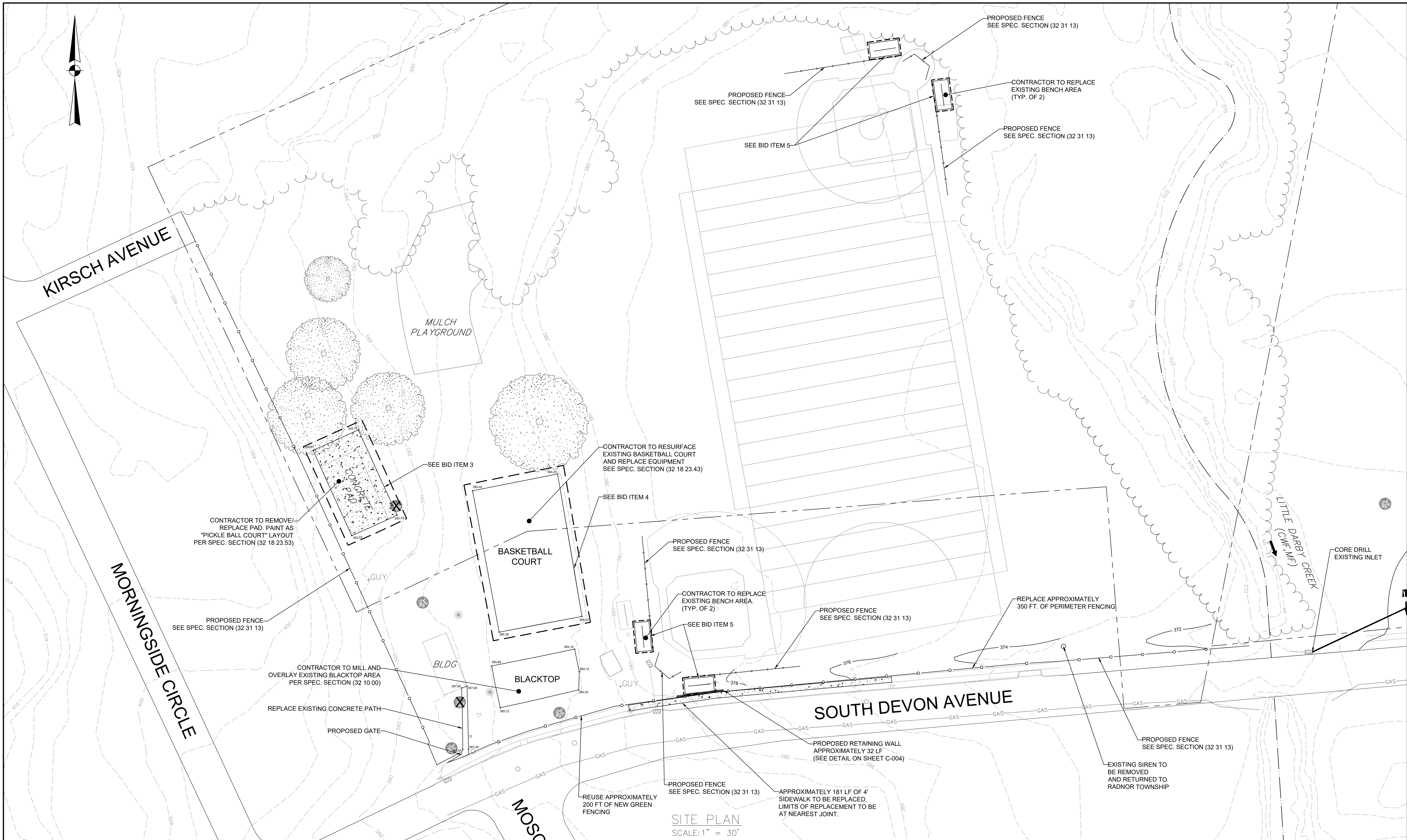
IMPLEMENTATION SCHEDULE: Upon award, a schedule for implementation will be developed with the contractor for park improvements at Bo Connor Park and Warren Filipone Park. It is anticipated that the project will begin by fall 2019.

FISCAL IMPACT: The entire cost of the park improvements at Bo Connor Park and Warren Filipone Park has been budgeted and approved under the Township Capital Plan/Bond Issue for Park Improvements per Ordinance 2015-18.

Gessler Construction Company, Inc.

\$750,000.00

RECOMMENDED ACTION: I would like to respectfully request that the Board to approve Resolution #2019-60 Awarding Contract #B-19-003, Park Improvements at Bo Connor Park and Warren Filipone Park to Gessler Construction Company, Inc. in the amount of \$750,000.00.



T:\56756 - Radnor Township\054-056 - Radnor Bond Parks (Land Development)\DWG\Civil\Park Base.dwg
10/18/2017 9:36:52 AM by STEFFY, SCOTT R.

NO.	DATE	MODIFICATION	DRAWN	CHKD.	APPRVD.
REVISIONS					

DISCLAIMER
This drawing is and shall remain the property of Gannett Fleming, Inc. Any misuse, reuse, alterations, additions, and/or deletions of these drawings on project extensions or other projects shall be at the user's sole risk and without liability to Gannett Fleming, Inc. In the event that a conflict arises between the sealed physical drawings and the electronic files, the sealed drawings will govern.

© GANNETT FLEMING, INC. 2006

PROFESSIONAL ENGINEER PROFESSIONAL ENGINEER

DATE: _____ DATE: _____

DESIGNED	SRS
DRAWN	SRS
CHECKED	RAP
APPROVED	RAP

Gannett Fleming

VALLEY FORGE, PENNSYLVANIA

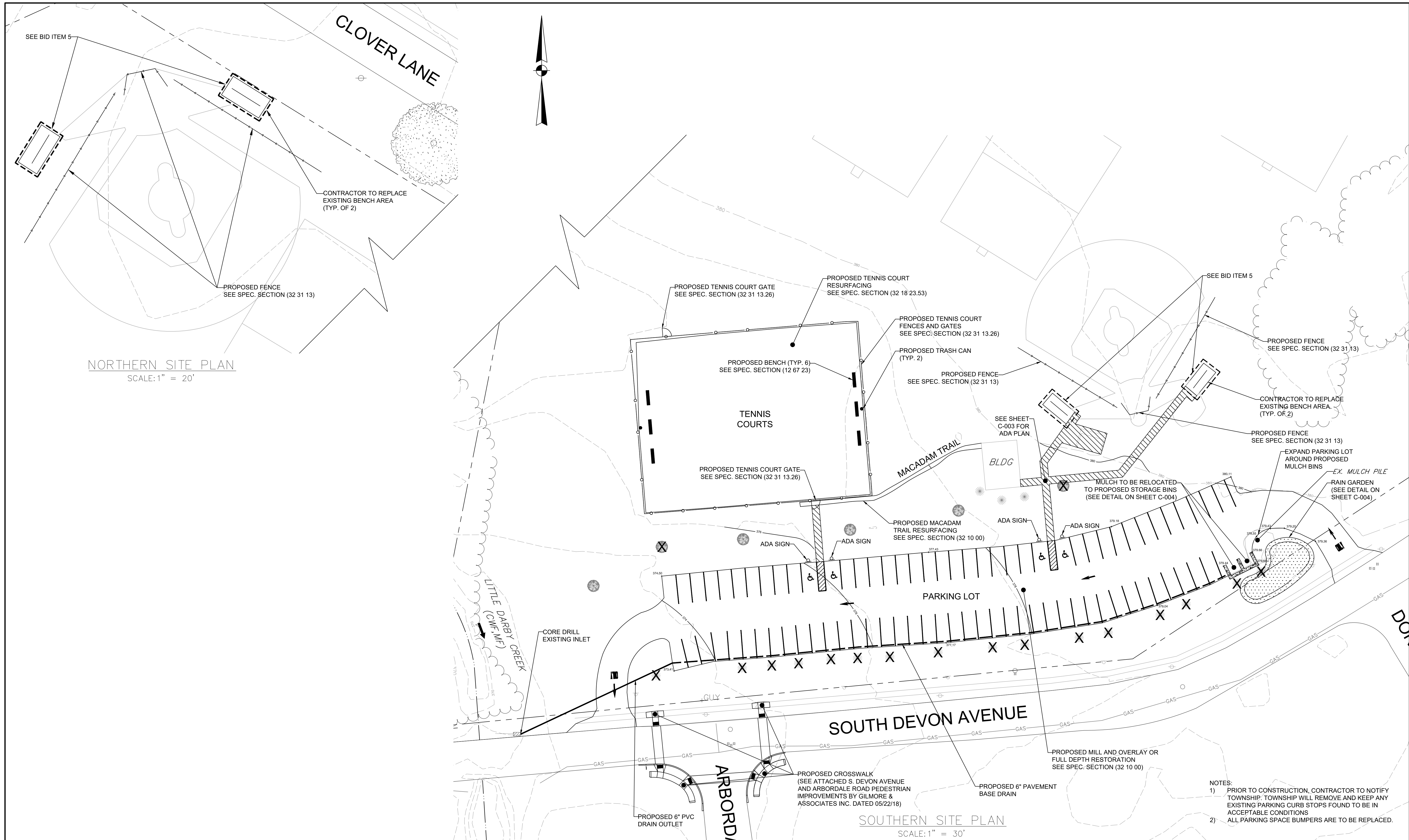
RADNOR TOWNSHIP

DELAWARE COUNTY
PENNSYLVANIA

RADNOR TOWNSHIP
PARK IMPROVMENTS

BO CONNOR PARK
SITE PLAN

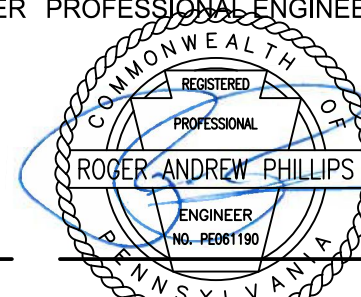
PHASE	054-056	CONTRACT NO.	56756
SCALE:	1" = 30'	DATE:	APR 2019
DRAWING NAME	C-001		
SHEET	3	OF	10



NOTES:
 1) PRIOR TO CONSTRUCTION, CONTRACTOR TO NOTIFY TOWNSHIP. TOWNSHIP WILL REMOVE AND KEEP ANY EXISTING PARKING CURB STOPS FOUND TO BE IN ACCEPTABLE CONDITIONS
 2) ALL PARKING SPACE BUMPERS ARE TO BE REPLACED.

NO.	DATE	MODIFICATION	DRAWN	CHKD.	APPRVD.
REVISIONS					

DISCLAIMER
 This drawing is and shall remain the property of Gannett Fleming, Inc. Any misuse, reuse, alterations, additions, and/or deletions of these drawings on project extensions or other projects shall be at the user's sole risk and without liability to Gannett Fleming, Inc. In the event that a conflict arises between the sealed physical drawings and the electronic files, the sealed drawings will govern.
 © GANNETT FLEMING, INC. 2006

PROFESSIONAL ENGINEER PROFESSIONAL ENGINEER

 ROGER ANDREW PHILLIPS
 ENGINEER
 No. 488119
 PENNSYLVANIA
 DATE: DATE:

DESIGNED SRS
 DRAWN SRS
 CHECKED RAP
 APPROVED RAP


 VALLEY FORGE, PENNSYLVANIA

RADNOR TOWNSHIP
 DELAWARE COUNTY
 PENNSYLVANIA

RADNOR TOWNSHIP
 PARK IMPROVEMENTS
 WARREN FILIPONE MEMORIAL PARK
 SITE PLAN

PHASE	054-056	CONTRACT NO.	56756
SCALE:	AS NOTED	DATE:	APR 2019
DRAWING NAME	C-002		
SHEET	4	OF	10

ORDINANCE NO. 2019-06

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING A LEASE AGREEMENT BETWEEN THE
TOWNSHIP OF RADNOR AND WILLOWS PARK PRESERVE**

WHEREAS, Radnor Township and Willows Park Preserve have negotiated and agreed upon a twenty-five (25) year lease of the Willows Mansion building at 490 Darby-Paoli Road in the Township; and

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

NOW, THEREFORE, be it hereby *ENACTED* and *ORDAINED* that the Radnor Township Board of Commissioners hereby approves the Lease Agreement with Willows Park Preserve, a copy of which is attached hereto and incorporated herein as Exhibit "A".

ENACTED AND ORDAINED this 24th day of June, 2019.

RADNOR TOWNSHIP

By: _____

Name: Lisa Borowski

Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

LEASE AGREEMENT

This Lease Agreement ("Lease") is made this ____ day of _____, 2019, by and between **Radnor Township**, a municipal subdivision of the Commonwealth of Pennsylvania ("Township") and **Willows Park Preserve**, a section 501(c)(3), Pennsylvania nonprofit corporation ("WPP"), organized and existing for the purposes of restoring and/or rehabilitating the Willows Mansion to ensure its use as a community resource for Radnor residents, and in consideration of the mutual covenants herein contained, the Parties agree as follows:

SECTION I

DESCRIPTION OF PREMISES/DEFINED TERMS

Township agrees to lease to WPP the Willows Mansion building, including the patio ("Mansion"), located at 490 Darby Paoli Road, Radnor Township, Pennsylvania. The Mansion shall hereinafter be referred to as the "Leased Premises."

The "Park" shall mean Willows Park, a public park owned by the Township. The Leased Premises is located in the Park and includes the Mansion and the areas adjacent to the Mansion as set forth on Exhibit "B".

SECTION II

TERM

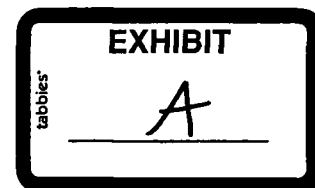
The initial term of this Lease shall commence upon execution of this Lease Agreement ("Commencement Date") and shall expire twenty-five years from the date when a certificate of occupancy is issued for the Mansion.

Upon completion of the initial twenty-five (25) year Term, the Lease Agreement shall automatically renew for an additional period of three (3) years (the "Renewal Term"), unless WPP gives notice to the Township in writing at least six (6) months prior to the last day of the then current Term.

SECTION III

LEASE PURPOSE

To restore the Mansion, and to maintain and operate community-based programs and events from the Leased Premises, thereby alleviating the Township's burden of restoring, renovating and/or preserving the Leased Premises, to provide innovative, educational programs for all age groups, and to make the Leased Premises available for community and fundraising events that support the preservation of the Leased Premises as a historic, community resource for generations of Radnor residents.



SECTION IV

PERMITTED USE OF LEASED PREMISES

WPP is a section 501(c)(3) Pennsylvania nonprofit corporation providing cultural, educational, recreational, historical and community-based programs to Radnor residents. WPP shall be entitled to use the Leased Premises as its office and to conduct programs, classes and events in the Leased Premises in furtherance of the restoration, preservation and maintenance of the Mansion. WPP may make the Leased Premises available to other persons, groups and organizations for cultural, educational, recreational, historical and charitable events. WPP shall procure and thereafter maintain any license or permit required for the proper and lawful conduct of WPP's business or other activity carried on in the Leased Premises. During the term of this Lease Agreement, WPP reserves the right to pursue a historic designation for the Mansion from both the State Historic Preservation Office and the National Register of Historic Places. Subject to the approval of the Board of Commissioners, WPP may extend its holistic approach to other areas of the Park, including, seeking Arboretum status.

The Township and WPP shall meet on or before January 31 of each year to establish a schedule of Mansion use for: a) major, private uses; b) resident, community group use; and c) Township use. WPP will not schedule more than 25 major, private events per year, each with no more than 150 attendees at the event. WPP shall have priority to schedule its 25 major, private events in the Mansion provided that such events do not conflict with the Township's existing list of annual events. For each major event, WPP shall coordinate in advance with the Township to address hours of operation, parking and necessary security issues.

WPP shall not carry out any activity on the Premises that is a violation of the laws of the Commonwealth of Pennsylvania, including, all applicable zoning laws and variances and/or any other ordinances of Radnor Township.

SECTION V

RENT

The Rent for the Term shall be One Dollar (\$1.00) per year, payable twenty-five (25) years in advance, upon commencement of this Lease. The Rent for the Automatic Term of Renewal shall be One Dollar (\$1.00) per year, payable three (3) years in advance upon commencement of the Renewal Term.

SECTION VI

COST OF UTILITIES/MAINTENANCE TO LEASED PREMISES

For two years from the Commencement Date, the Township will continue to be responsible for up to \$15,000.00 annually of utility and maintenance costs described hereafter. For this two year period, WPP shall be responsible for all amounts in excess of the Township's payment for: a) all utilities, including, electricity, gas, water and sewer, that are consumed within the Leased Premises and shall be responsible for telephone, cable and internet services; and b) general housekeeping, janitorial services and repair, including routine HVAC maintenance and repair, gutter cleaning and pest control. WPP reserves the right to request additional funds from the Township's current budgeted funding, such approval not to be unreasonably withheld, however, the Township's financial obligation is capped at \$1.6 million for infrastructure and other costs in support of WPP's permitted uses of the Leased Premises.

SECTION VII

ACCESS TO LEASED PREMISES AND PARK

Commencing with the Commencement Date, WPP shall have access to the Mansion twenty-four (24) hours per day, seven (7) days per week. WPP shall have the non-exclusive use of the Park and the parking areas in the Park for the purpose of parking vehicles of WPP and its guests. WPP shall at all time have the right of access, ingress and egress to and from the Leased Premises by the roads, driveways and walkways existing in the Park, for itself and its guests, subject to such reasonable public safety restrictions as may be imposed by the Township.

WPP shall be permitted to post signs in front of the Leased Premises, in the adjacent parking area, and at other permissible locations, provided that the signs are pre-approved by the Township. WPP may use the grounds near the Leased Premises for its Permitted Use Activities. At all times relevant hereto, WPP shall have use of the parking lot adjacent to the Leased Premises.

The Township retains the right to go upon and inspect the Leased Premises and every part thereof, with reasonable prior notice, or without advance notice in the event of an emergency. The Township agrees to use reasonable efforts to conduct all such inspections in a manner and at times that minimizes interference with WPP's use of the Leased Premises.

SECTION VIII

WPP RESPONSIBILITIES

- (a) IMPROVEMENTS/ALTERATIONS/ADDITIONS. WPP shall make all necessary improvements, alterations and additions to the Leased Premises necessary to conduct its charitable purposes and Permitted Uses at the Premises. All such improvements, alterations and additions shall be made in accordance with the specifications attached hereto at Exhibit A, which shall be prepared by the WPP and presented to the Township for their review and approval, such approval not to be unreasonably withheld or delayed. The parties acknowledge and agree that the scope of the specifications attached at Exhibit A is contingent upon WPP funds on hand and subject to amendment and review by WPP. All improvements, alterations and additions shall be done in a good and workmanlike manner, and in accordance with all applicable laws and Township ordinances. Upon expiration and/or earlier termination of this Lease Agreement, all such improvements, alterations and additions shall remain at the Leased Premises and shall become the property of the Township without payment by the Township.

Upon request by the WPP the Township will provide input into any aspect of the proposed improvements and construction planned by WPP.

The WPP shall be responsible for all aspects of construction, including, but not limited to, retaining a general contractor to oversee the improvements, alterations and additions to the Leased Premises and ensuring all benchmarks and timelines included within Exhibit A are being met. The improvements, alterations and additions will be solely funded by WPP donated funds, and as such, any improvements, alterations and additions are not subject to public bidding requirements. The Township shall have no liability for or responsibility to complete the improvements, alterations and additions specified in Exhibit A.

The Parties acknowledge and agree that the WPP's obligation to make the improvements, alterations and additions specified in Exhibit A are contingent upon the WPP's ability to raise the necessary funding for each aspect of construction. Accordingly, the Parties agree that the improvements, alterations and additions specified in Exhibit A may be bifurcated into separate projects based upon available funds. WPP will be responsible for providing bi-annual reports to the Township regarding progress of fundraising efforts and construction. WPP will make commercially reasonable efforts to complete all aspects of the improvements, alterations and additions specified in Exhibit A within Four Years of the Commencement Date as defined herein. Additionally, The WPP shall make commercially reasonable efforts to begin construction of the Phase I Improvements outlined in Exhibit A within six (6) calendar months from the Lease Commencement Date as defined herein. The Township acknowledges and agrees that it will work in good faith and collaboratively with the WPP throughout the Lease Term, including, but not limited to, making commercially reasonable efforts to begin the utility infrastructure upgrades outlined in Section X, Paragraph (b)(ii) within one (1) year from the Lease Commencement Date as defined herein.

Notwithstanding the foregoing, the Parties acknowledge that the WPP has secured a \$1,000,000.00 donation to be used to move forward immediately upon commencement of the Lease Term with improvements to the Leased Premises to prevent any further damage and/or deterioration of the Mansion.

- (b) GENERAL MAINTENANCE/REPAIR: WPP and the Township shall cooperate in maintaining and keeping the Leased Premises and surrounding Park in good order and repair, for its intended use as a community resource. WPP shall not be responsible for maintaining the driveway, Park roads, paths and/or parking areas, sewer and other utility lines, and/or general Park maintenance up to and surrounding the Mansion. The Township will provide snow removal throughout the park in accordance with current snow removal policies except for the driveway area from where it is currently chained up to the Mansion.
- (c) WPP REPRESENTATIVES: WPP shall designate two representatives who shall handle all correspondence and information related to the construction of improvements, alternations and additions to the Leased Premises. The WPP representatives shall ensure that the Township is copied and included on all correspondence and information related to construction of the improvements, alternations and additions to the Premises and will provide the Township with timely notice of any and all construction meetings. The WPP representatives shall meet on a weekly basis with Township representatives to ensure the benchmarks and timelines defined in Exhibit A are met and the project is proceeding according to the construction contracts and specifications approved by both the WPP and Township pursuant to Section VIII, Paragraph (a) of the Lease Agreement.
- (d) WPP shall comply at all times with any and all Federal, State and Township statutes, regulations, ordinances or other Township requirements, including any insurers insuring the building relating to WPP's use, occupancy or construction of improvements, alterations and/or additions of the Leased Premises.

SECTION IX

ASBESTOS AND HAZARDOUS MATERIALS NEEDS DISCUSSION

- (a) WPP acknowledges that the Township has disclosed to WPP that the Premises may contain asbestos and other materials that may similarly become hazardous if disturbed during the construction process. The Township acknowledges that the WPP's obligation with respect to asbestos or any other hazardous material existing at the premises is limited to compliance with all applicable laws and regulations in connection with any construction work performed in the Leased Premises and in the event such materials are encountered during performance of its construction contracts, the WPP shall remove, treat, or abate any such materials as encountered.

SECTION X

TOWNSHIP'S RESPONSIBILITIES

- (a) Township shall not be obligated to make any improvements, alterations and/or additions to the Leased Premises, except as otherwise specifically set forth herein.
- (b) Township shall provide or cause to be provided the following services throughout the Term:
 - (i) Maintain the road, driveway, paths and parking areas in the Park in good condition and repair, and keep such areas free and clear of ice and snow;
 - (ii) Maintain, repair and replace all sewer lines and laterals to the Mansion and construct a potable water line and a fire protection line to the Mansion. In the event other utility repairs replacements or upgrades are necessary for WPP operations, as determined by the WPP, including, but not limited to, repairs, replacements or upgrades to storm water, sewer, water, electric, gas, fiber and road improvements, WPP shall present such proposals to the Township for approval from its currently budgeted funds of \$1.6 million, such approval not to be unreasonably withheld.
 - (iii) Provide trash and recyclables removal from the Leased Premises in accordance with the Township's general trash and recyclables removal policies;
 - (iv) Mow the grass, remove leaves and maintain the landscaping around the Leased Premises; and

SECTION XI

INSURANCE

- (a) WPP shall purchase and maintain, throughout the term of this Lease, a policy of comprehensive general liability for the Leased Premises in an amount equal to the level of liability insurance maintained by the Township. The Township shall be listed as additional insured on the certificate of insurance. WPP shall maintain, throughout the term of this Lease (including any renewal term), renters insurance for any and all personal property belonging to the WPP and will not look to the Township for recovery for any and all damages sustained

to its personal property regardless of cause, including damages caused by the Township's negligence and/or failure to perform its obligations under this Lease.

- (b) All WPP insurance coverages shall be approved by the Township, including any additional coverages deemed necessary by the Township, if commercially reasonable, prior to the issuance of a building permit to WPP, which Township approval shall not be unreasonably withheld
- (c) The Township shall maintain, throughout the term of this Lease, the following insurance policies:

- (i) "All risk" property insurance, premises insurance, premises liability insurance and any other insurance deemed appropriate by Township covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage insurance the improvements and betterments located at the Leased Premises for one hundred percent (100%) on a replacement value thereof, together with all other coverages deemed appropriate by Township.

- (ii) If the Leased Premises is destroyed by fire or other casualty that, in Township's reasonable judgment requires substantial alteration or reconstruction of the building, or if the Leased Premises has been substantially damaged, and insurance proceeds are insufficient to repair the damage, Township may, at its option, terminate this Lease by notifying WPP 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 to WPP and secondly, as of the effective date of termination specified in Township's notice with respect to any portion of the Leased Premises that remains with WPP. If this Lease is not so terminated by Township, Township shall proceed with reasonable diligence to restore the Leased Premises.

SECTION XII

WAIVER OF SUBROGATION

Provided its right of full recovery under its insurance policy is not adversely affected, Township and WPP each hereby releases the other (and the other's agents and employees) with respect to a claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption). Township and WPP shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, pursuant to which the insurance company waives its right of subrogation against the other Party to this lease and its agents and employees or consents to a waiver of the right of recovery against the other Party to this lease and its agents and employees.

Township and WPP will each first look to its own insurance for recovery of any loss resulting from fire or other casualty. Township and WPP release one another from such claims. Township and WPP waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remain effective despite either Party's failure to obtain insurance. If either Party fails to obtain insurance, it bears the full risk of its own loss.

SECTION XIII

ASSIGNMENT, SUBLEASE OR LICENSE

WPP shall not assign or sublease any portion of the Leased Premises without first obtaining written consent of Township, which consent shall not be unreasonably withheld or delayed. An unauthorized assignment, sublease or license to occupy by WPP, shall be void and shall terminate this Lease at the option of Township.

SECTION XIV

INSOLVENCY

Each of the following shall constitute a breach of this Lease by WPP: (a) The appointment of a receiver or trustee to take possession of all or a portion of the assets of WPP, or (b) an assignment by WPP for the benefit of creditors, or (c) the institution by or against WPP of any proceedings for bankruptcy or reorganization under any State or Federal law (unless in the case of involuntary proceedings, the same shall be dismissed within forty-five (45) days after institution), or (d) any execution issued against WPP which is not stayed or discharged within fifteen (15) days after issuance of any execution sale of the assets of WPP.

SECTION XV

DEFAULT

(a) If (i) WPP sublets the Leased Premises or assigns this Lease in violation of the provisions of Section XII hereof; or (ii) WPP fails to maintain the insurance required pursuant to Section X hereof; or (iii) WPP fails to perform or observe any of the other covenants, terms or conditions contained in this Lease and such failure continues for more than 30 days after written notice thereof from Township (or such longer period as is reasonably required to correct any such default, provided WPP promptly commences and diligently continues to effectuate a cure, but in any event within sixty (60) days after written notice thereof by Township); then and in any of said cases (notwithstanding any former breach of covenant or waiver thereof in a former instance), Township, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter terminate this Lease upon written notice to WPP and, on the date specified in said notice, this Lease and the term hereby leased and all rights of WPP hereunder shall expire and terminate and WPP shall thereupon quit and surrender possession of the Leased Premises to Township in the condition elsewhere herein required.

(b) No waiver of any provision of this Lease shall be implied by any failure of Township to enforce any remedy allowed for the violation of such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated.

SECTION XVI

MUTUAL RELEASE

WPP and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to the Leased Premises or the property of WPP or its invitees, employees, officials, volunteers, agents and representatives while such property is on the Leased Premises.

Subject to the limits of WPP's liability insurance, WPP agrees to defend, indemnify and hold harmless Township from any suits, claims, damages and payment of monies, including any reasonable legal fees and costs arising from the gross negligence or willful misconduct of WPP in performing its obligations under the terms of this Lease.

Only to the extent that the Township may otherwise be held directly liable under applicable law, including, but not limited to, 42 Pa.C.S.A. 8542, *et seq.*, (Pennsylvania Political Subdivision Tort Claim Act), Township hereby agrees to defend, indemnify and hold harmless WPP from any suits, claims, damages and payment of monies, including any reasonable legal fees and costs arising from the gross negligence or willful misconduct of Township relating to the performance of this Lease.

SECTION XVII

ACCESS AND QUIET ENJOYMENT

Township shall have the right to enter the Leased Premises at all times to inspect the Leased Premises, provided that Township shall avoid interference with the conduct of WPP's operations during leased events. Notwithstanding the foregoing, Township covenants and agrees that WPP, so long as it shall not be in material default hereunder, shall and may, throughout the Lease Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

SECTION XVIII

EARLY TERMINATION

At its sole discretion, WPP, upon one hundred and twenty (120) days prior written notice to Township, may terminate this Lease at any time. Upon or prior to the expiration or earlier termination of this Lease, WPP shall vacate the Leased Premises and remove all possessions, leaving the Leased Premises in broom-clean condition.

SECTION XIX

WAIVER OF LIENS/PERFORMANCE AND PAYMENT BONDS

WPP agrees that before any work is started or performed, a waiver of liens shall be prepared by the Township and signed by the contractor and/or materialmen and the Township. Said waiver of liens shall be filed of record 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 Dollars (\$5,000).

WPP acknowledges and agrees that it shall promptly pay all persons furnishing labor or materials with respect to any improvements, alterations or additions made to the Premises. For all construction

contracts in excess of one hundred thousand (\$100,000.00) dollars, the WPP shall require that its prime or general contractor secure performance and payment bonds in an amount equal to the cost of the construction contract.

SECTION XX

NOTICES

All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested, by Federal Express or other overnight express delivery service, or by hand delivery against written receipt or signed proof of delivery, to the respective Notice Addresses set forth below, and to such other person and address as each party may from time-to-time designate in writing to the other. Notices shall be deemed to have been received on the date delivered when sent by hand delivery, the next day when sent by Federal Express or other overnight express delivery service and within two (2) business days when sent by registered or certified mail.

**To Township: Township Manager, Radnor Township
 301 Iven Road, Radnor PA, 19807**

**To WPP: Willows Park Preserve, Board President
 490 Darby Paoli Road, Radnor PA, 19807**

SECTION XXI

MISCELLANEOUS

(a) If Township or WPP is delayed or prevented from performing any of their respective obligations under this Lease due to strikes, acts of God, shortages of labor or materials, war, civil disturbances or other causes beyond the reasonable control of the performing party ("**Force Majeure**"), the period of such delay or prevention shall be deemed added to the time herein provided for the performance of any such obligation by the performing party. Notwithstanding the foregoing, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

(b) Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Lease or any amendments or exhibits hereto.

(c) This Lease and the exhibits attached hereto and forming a part hereof set forth all of the promises, agreements, conditions, warranties, representations, understandings and promises between Township and WPP relative to the Leased Premises and this leasehold and WPP expressly acknowledges that Township and Township's agents have made no representation, agreements, conditions, warranties, representations, understandings or promises, either oral or written, other than as herein set forth, with respect to the Leased Premises, this leasehold or otherwise. No

alteration, amendment, modification, waiver, understanding or addition to this Lease shall be binding upon Township or WPP unless reduced to writing and signed by Township, or by a duly authorized agent of Township and by WPP.

(d) The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

(e) If any provision contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (and the application of such provision to the persons or circumstances, if any, other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(g) Notwithstanding any provision of this Lease to the contrary, no officer or director of WPP or Township shall have any personal liability with respect to any provisions of this Lease or the Leased Premises.

(h) Township and WPP each represents and warrants to the other that (a) the execution and delivery of this lease has been fully authorized by all necessary corporate or municipal action, as applicable; (b) each person signing this Lease has the requisite authority to do so and the authority and power to bind the party on whose behalf he/she has signed; and (c) to the best of its knowledge and belief, this Lease is valid, binding and legally enforceable in accordance with its terms.

(i) This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original hereof, but all of which, taken together, shall constitute one and the same instrument.

(j) Any controversy or claim related to this Lease Agreement shall be submitted to a mutually agreed upon mediator within thirty (30) days of written notice by either party of a dispute. If there is no agreement or resolution within sixty (60) days after submission to a mediator or the appointment of a mediator, the parties shall submit to binding arbitration under the rules of the American Arbitration Association, and any decision rendered by an arbitrator shall be final and enforceable in any court of proper jurisdiction.

(k) This Lease Agreement revokes and replaces the previous Lease Agreement executed by the parties and approved by the Township by Ordinance No. 2018-05 dated May 14, 2018, except the Township's right to appoint two members to the WPP Board of Directors remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

“Township”

RADNOR TOWNSHIP

By: _____

“WPP”

WILLOWS PARK PRESERVE

By: _____

MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO ♦
DANIEL J. PACI ♦ †
JONATHAN J. REISS ◊
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
SEAN M. GRESH
KELLY L. EBERLE *
JOEL STEINMAN
MATTHEW E. HOOVER
COLBY S. GRIM
MICHAEL K. MARTIN
MITCHELL H. BAYLARIAN
IAN W. PELTZMAN
WILLIAM D. OETINGER

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

LAW OFFICES
GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION
SUCCESSOR TO
GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY
124TH ANNIVERSARY 1895-2019

www.grimlaw.com

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

J. LAWRENCE GRIM, JR., OF COUNSEL
JOHN FREDERIC GRIM, OF COUNSEL

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

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

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

June 11, 2019

Delaware County Law Library
Delaware County Courthouse
201 W. Front Street
Media, PA 19063

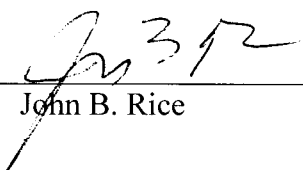
Re: Radnor Township- Willows Park Preserve Ordinance

Dear Sir/Madam:

Enclosed for filing with the Delaware County Law Library, please find a true and correct copy of a proposed Ordinance which the Radnor Township Board of Commissioners will consider for possible adoption after a public hearing on June 24, 2019. Please keep the enclosed Ordinance available for public inspection and/or photocopying through the hearing date.

Sincerely,

GRIM, BIEHN & THATCHER

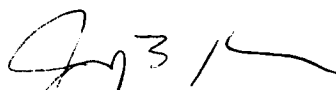
By: 
John B. Rice

JBR/hlp
Enclosure

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on June 24, 2019.

A handwritten signature in black ink, appearing to read "JBR", written over a horizontal line.

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

**RESOLUTION NO. 2019-65
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA REVISING THE 2019 CONSOLIDATED FEE SCHEDULE TO
INCLUDE A TELECOMMUNICATIONS AND CABLE SERVICE PROVIDER
ADMINISTRATIVE FEE**

WHEREAS, the Township of Radnor adopted Ordinance No. 2018-19, establishing Township fees and costs for 2019 on December 10, 2018; and

WHEREAS, Ordinance No. 2018-19 permits the Consolidated Fee Schedule to be revised by subsequent resolution of the Board of Commissioners; and

WHEREAS, the Township incurs significant costs responding to our residents' and business owners' complaints when Telecommunications and Cable Service Providers perform work in the Township and fail to finish or fully restore the work area; and

WHEREAS, with more frequency, these service providers are performing work within the Township and are failing to leave the work areas in a clean, safe, and workmanlike manner. Often times, Administration is fielding calls about unsafe, hazardous, and aesthetically unkept work areas; thereby jeopardizing the Health, Safety, and Welfare of our Residents and Businesses; and

WHEREAS, as a result, the Administration needing to address these complaints, there is a disruption to the day to day Township operations when there is a need to follow-up, submit calls for service, and monitor these service providers.

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby adopts the following revision to the Consolidated Fee Schedule:

Fee Description	2018	2019
Community Development		
Telecommunications and Cable Service Provider Administrative Fee <small>To be charged on a per foot basis for both sides of all State and Township owned roads</small>	New in 2019	\$0.05 per Foot

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 24th day of June, 2018.

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

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

Radnor Township



PROPOSED LEGISLATION

DATE: June 19, 2019

TO: Board of Commissioners

FROM: Kevin W. Kochanski, Community Development Director

SUBJECT: Telecommunications and Cable Service Provider Administrative Fee

LEGISLATION: Amend the 2019 Consolidated Fee Schedule to include a new Telecommunications and Cable Service Provider Administrative Fee.

LEGISLATIVE HISTORY: The Board adopted 2019 Fee Schedule via Ordinance 2018-19 on December 10, 2018. The Fee Schedule Ordinance specifically says that all amendments can be done via' Resolution. This is the first amendment to the 2019 Fee Schedule.

PURPOSE AND EXPLANATION: The proposed fee would be set at \$0.05 per foot, per side of all State and Township owned roads and will be utilized to offset a portion of the Township's costs in responding to residents' and business owners' complaints when Telecommunications and Cable Service Providers perform work in the Township and fail to finish or fully restore the work area. With more frequency, these service providers are performing work within the Township and are failing to leave the work areas in a clean, safe, and workmanlike manner. Often times, Administration is fielding calls about unsafe, hazardous, and aesthetically unkept work areas; thereby jeopardizing the Health, Safety, and Welfare of our Residents and Businesses. As a result of the Administration needing to address these complaints, there is a disruption to the day to day Township operations when there is a need to follow-up, submit calls for service, and monitor these service providers.

FISCAL IMPACT: The Township would receive income of \$62,811 annually from each of the current telecommunication providers that are responsible for the maintenance of these wires.

Revenue Calculation:

1. 118.96 miles of State and Township roads x 2 for both sides = 237.92 miles
2. 237.92 miles x 5,280 feet per mile = 1,256,218 feet
3. 1,256,218 feet x \$0.05 per foot = \$62,811

RECOMMENDED ACTION: Staff would respectfully recommend that the Fee Schedule be amended to include this Service Fee. Thank you for your consideration.

TOWNSHIP OF RADNOR
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2019-05

AN ORDINANCE OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA PROVIDING FOR THE AMENDMENT OF THE RADNOR TOWNSHIP CODE OF ORDINANCES BY AMENDING PART 2, GENERAL LEGISLATION CREATING A NEW CHAPTER 224, ADOPTING REGULATIONS FOR THE PLANTING, CONTROLLING, AND REMOVAL OF BAMBOO, INCLUDING PENALTIES AND OTHER REMEDIES FOR VIOLATIONS.

WHEREAS, non-native plant species are damaging to indigenous plant material and the health, safety and welfare of the community; and

WHEREAS, the planting and cultivation of invasive bamboo grasses are damaging to both public and private property.

NOW THEREFORE, be it, and it is hereby ENACTED and ORDAINED by the Board of Commissioners of the Township of Radnor, Delaware County, Commonwealth of Pennsylvania, as follows:

ARTICLE I.

The Radnor Township Code is hereby amended by adding a new Chapter 224 to Part2, General Legislation which shall read as follows:

Chapter 224

BAMBOO

§224.1 PURPOSE AND INTENT

The purpose of this Chapter is to preserve and protect private and public property from the damaging spread of certain bamboo grasses, protect indigenous plant materials from the invasive spread of bamboo, and maintain the general welfare of residents of Radnor Township.

§224.2 GENERAL PROVISIONS

A. Definitions:

- (1) Bamboo – Any monopodial (running) woody or arborescent grasses from the genera bambusa, arundinaria and dendrocalamus of the subfamily

bambusoideae, from tropical or temperate regions having hollow stems and thick rhizomes, including, but not limited to, Acidosa, Arundinaria, Bashania, Brachystachyum, Chimonbambusa, Gelidocalamus, Indocalamus, Indosasa, Ochlandra, Phyllostachys, Pleioblastus, Pseudosasa, Sasa, Sasaella, Semiarundinaria, Shibataea, and Sinobambusa.

- (2) Bamboo Owner – Any person who has planted and/or grows Bamboo on their property; who maintains Bamboo on their property; or who permits Bamboo to grow or remain on their property.
- (3) Person – Any individual, corporation, partnership, joint venture, unincorporated association, agency, or other group acting as a unit, or combination thereof.
- (4) Township – The Township of Radnor, County of Delaware, Commonwealth of Pennsylvania.

B. Prohibition. Except for pre-existing Bamboo, the planting, growing or cultivating of running bamboo by any person shall be prohibited within the Township.

Any person who hereafter plants or causes to be planted Bamboo within the Township, shall be deemed to be in violation of this Part, and shall be subject to such penalties as are set forth herein.

C. Pre-Existing Bamboo.

- (1) The owner of any premises on which running bamboo plants or roots currently exist shall manage, trim or cut all running bamboo contained on such property. Running bamboo, including the root system, shall be no closer than ten (10) feet from any public right of way or any property line. Barriers shall be provided to prevent future encroachment of running bamboo or root system into these areas.
- (2) In the event that the Bamboo encroaches within any public right of way or adjacent property, the Township may issue an Encroachment Notice for removal of such Bamboo within thirty (30) days from the date the Encroachment Notice. If the owner fails to remove the encroachment the Township may enter the property and remove the encroachment at owner's cost. If such costs are unpaid more than thirty (30) days after the demand for payment has been made by the Township on the Bamboo Owner, the Township may lien the property of the Bamboo Owner for these costs, plus interest, fees, and expenses, as allowed by law.

§224-3 VIOLATIONS AND REMEDIES

A. Notice of Violation

- (1) Each Bamboo Owner shall be responsible to ensure that any Bamboo on their property does not violate the provisions of this Part. In the event that there is any Bamboo growing in violation of the provisions of this Part, the Township shall notify the Bamboo Owner in writing of the existence of such violation. Said Notice of Violation shall be served by handing it directly to the Bamboo Owner; by mailing it to the last known address of the Bamboo Owner; or by posting the property at a conspicuous location.
- (2) Any Bamboo Owner receiving a Notice of Violation shall bring their property into compliance with this Part within thirty (30) days of the Owner's receipt of said Notice. If the Bamboo Owner fails to bring their property into compliance with the Notice and this Part, then the Township may issue a non-traffic citation against the Bamboo Owner.
- (3) In addition, where a Bamboo Owner does not remedy and correct the violations set forth in any Notice of Violation issued to them, the Township may remove any Bamboo that is in violation of this Part located upon the Bamboo Owner's property; take all reasonable action to eradicate its re-growth; and/or restore any real property to its natural condition prior to such removal and eradication. Any costs incurred by the Township in removing any Bamboo and/or remedying any violation of this Ordinance shall be at the expense of the Bamboo Owner, and in the event that the costs remain unpaid more than thirty (30) days after the demand of payment has been made by the Township on the Bamboo Owner, the Township may lien the property of the Bamboo Owner for these costs, plus interest, fees, and expenses, as allowed by law.

B. Violations, Penalties, and Remedies

- (1) Upon summary conviction before any Magisterial District Judge, any person violating any of the provisions of this Part shall, in addition to the other charges hereinbefore provided for each offense, pay a fine not exceeding \$1,000.00, plus all court costs, including reasonable attorney's fees, incurred as a result of the prosecution. Each and every day in which a person shall be in violation of this Part shall constitute a separate offense.
- (2) In addition, the Township Board of Commissioners may institute suits, in equity or at law, to restrain, prevent, or abate a violation of this Part. Such proceedings may be initiated before any court of competent jurisdiction. The expense of such proceedings shall be recoverable from the violator in any manner as may now or hereafter be provided by law.

ARTICLE II. Repealer

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

ARTICLE III. Severability

If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

ARTICLE IV. Effective Date

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

ENACTED and *ORDAINED* this _____ day of _____, 2019.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

Attest: _____

Name: Lisa Borowski
Title: President

MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAVA
DAVID P. CARO ♦
DANIEL J. PACI ♦ †
JONATHAN J. REISS ◊
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
SEAN M. GRESH
KELLY L. EBERLE *
JOEL STEINMAN
MATTHEW E. HOOVER
COLBY S. GRIM
MICHAEL K. MARTIN
MITCHELL H. BAYLARIAN
IAN W. PELTZMAN
WILLIAM D. OETINGER

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

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GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY
124TH ANNIVERSARY 1895-2019

www.grimlaw.com

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

J. LAWRENCE GRIM, JR., OF COUNSEL
JOHN FREDERIC GRIM, OF COUNSEL

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

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

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

June 12, 2019

Delaware County Law Library
Delaware County Courthouse
201 W. Front Street
Media, PA 19063

Re: Radnor Township- Bamboo Ordinance

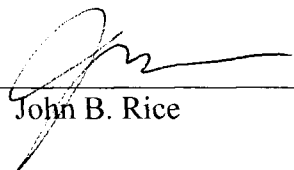
Dear Sir/Madam:

Enclosed for filing with the Delaware County Law Library, please find a true and correct copy of a proposed Ordinance which the Radnor Township Board of Commissioners will consider for possible adoption after a public hearing on June 24, 2019. Please keep the enclosed Ordinance available for public inspection and/or photocopying through the hearing date.

Sincerely,

GRIM, BIEHN & THATCHER

By: _____

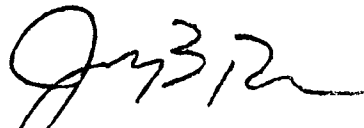

John B. Rice

JBR/hlp
Enclosure

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on June 24, 2019.

A handwritten signature in black ink, appearing to read "John B. Rice", written over a horizontal line.

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

**RADNOR TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE GENERAL CODE OF THE TOWNSHIP OF RADNOR, CHAPTER 250, ARTICLE VI, STREET EXCAVATIONS, SECTION 250.26, BACKFILLING AND PAVING, TO REQUIRE PERMITTEE TO, BACKFILL, RESTORE AND REPAIR EXCAVATIONS AND ESTABLISHING STANDARDS FOR SUCH WORK

WHEREAS, The Board of Commissioners of the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania (Board of Commissioners), have determined that it is advisable to require any person who obtains a permit for a street opening or excavation to, as a part of such permit, backfill, restore and repair such excavation or opening at his or its own expense; and

WHEREAS, The Board of Commissioners desires that such permittee complete the backfilling, restoration and repair in accordance with appropriate standards

BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA AS FOLLOWS:

Section 1:

Chapter 250, Article VI, Section 250-26 Subsections B. and D. of the General Code of the Township of Radnor is hereby amended, and Section 250-26 is further amended by the addition of subsection E., to read as follows:

250-26. Backfilling and paving

A. The permittee shall be responsible for backfilling, paving and sealing the opening and restoring the street surface to its original condition prior to the street being cut. This work is to be completed within two months of the initial opening. This does not relieve the permittee of the responsibility to backfill properly and place a temporary paving of three inches of compacted asphaltic concrete flush with the surface of the adjoining paving. The permittee shall keep and maintain such paving in proper condition until such time as the permanent paving is installed.

B. The Department of Public Works or Engineering Department shall have the authority to establish and revise standards for paving and backfilling procedures as well as standards of materials. Details specifying paving and backfilling procedures shall be obtained from the Department prior to the commencement of any street excavation work.

C. In cases where the work has not been completed before the permit expiration date (60 days), the Department of Public Works may take steps to backfill the trench and replace the street surface over the opening for which the permit has been issued. This is to be done only after proper notification has been sent to the applicant. The applicant will be billed for the work completed.

D. [When four or more openings have been made within one hundred lineal feet of pavement or one continuous opening over one hundred lineal feet of pavement], When two or more openings have been made within five hundred lineal feet, the permittee shall mill out one and one half inches of roadway and install one and one half inches of compacted 9.5 mm asphalt in the traffic lanes in which the opening was made, for the entire length of the opening in a manner authorized by the Department of Public Works. All single patches shall be made the width of one lane of the existing road. All pavement markings affected by road opening must also be reinstalled.

E. All trenches shall be cut back one foot on either side of the original trench (T trench), after the initial trench is cut and prior to base repair. The back fill shall consist of 2A modified stone, 6" of 19mm Superpave installed in two lifts, and 1.5" of 9mm Superpave.

Section 2. Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

Section 3. Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

Section 4. Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

ENACTED and **ORDAINED** this _____ day of _____, 2019.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

Discussion and Possible
Motion of Cameras at
Sugartown/Morris Road
Trail Entrance (*Requested by
Commissioner Abel*)

Motion for the installation
of an electronic Over
Height Vehicle Detection
System

Reports of Standing Committees of the Board

New Business

- Delaware County Tax Reassessment Program
(Requested by the Township Manager)
- Motion for the installation of an electronic Over Height Vehicle Detection System (OHVDS), including electronic photo eye, and interconnected lighted diversion signs, to be installed by the Township at appropriate locations on King of Prussia Rd., on the north and south sides of the Amtrak bridge
(Requested by Commissioner Booker)
- Discussion of Young Lungs At Play Program
(Requested by Commissioner Abel)
- Discussion of PECO Tree Pruning Operations
(Requested by Commissioner Borowski)
- Discussion and Possible Motion of Cameras at Sugartown/Morris Road Trail Entrance
(Requested by Commissioner Abel)

Old Business

Public Participation

Adjournment