

**BOARD OF COMMISSIONERS**

***Revised as of March 8, 2018***

**AGENDA**

**Monday, March 12, 2018 - 6:30 PM**

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of March 12, 2018

1. Consent Agenda

- a) Disbursement Review and Approval: 2018-02D, 2018-03A
- b) Approval of the February 12, 2018 Board of Commissioner meeting minutes
- c) Acceptance of Staff Traffic Committee Meeting Minutes of February 21, 2018
- d) Resolution #2018-25 - Authorization to Award the HVAC Maintenance Contract for the Radnor Township Building, Public Works Facility, and Radnor Activity Center
- e) Resolution #2018-32 - Emergency Declaration for Winter Storm Riley
- f) Resolution #2018-33 - Authorizing the Engineering Department to Receive Sealed Bids for the Maplewood Avenue Storm Sewer Extension Project
- g) Resolution #2018-34 - Authorizing the Engineering Department to Receive Sealed Bids for the Repair of the Pedestrian Truss Bridge in Skunk Hollow Park

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

3. Committee Reports

***PUBLIC SAFETY***

A. Ordinance #2018-03 – (***Adoption***) – 900 Block Glenbrook Avenue – Time Limit Parking

***PERSONNEL & ADMINISTRATION***

~~B. Ordinance #2018-05 – (***Adoption***) – Approving a Lease Agreement Between the Township of Radnor and Willows Park Preserve~~ **Item will be tabled at the meeting.**

C. Motion to approve the release of the report on the McCone ethics complaint

***PARKS & RECREATION***

D. Discussion regarding Smoking Ban in Township Parks (***Requested by Commissioner Abel***)

***PUBLIC WORKS & ENGINEERING***

E. Ordinance #2018-01 - (***Adoption***) - An Ordinance of Radnor Township, Delaware County, Pennsylvania, Amending Chapter 235, Sewers, by Creating a New Article VI, "Adoption of PWD Wastewater Control Regulations by Reference", Which Formally Adopts the Philadelphia Water Department Sewer and Wastewater Control Regulations as Amended January 1, 2013, for that portion of the Sanitary Sewer System of Radnor Township Which Flows into Lower Merion Township

F. Resolution #2018-35 - SALDO Application #2017-S-09 -230 Ashwood Road - **Final** - Minor Subdivision Plan

**FINANCE & AUDIT**

G. Resolution #2018-36 - Approving the Preparation and Advertising of Requests for Proposals, and Establishing A Policy Of Regularly Requesting And Reviewing Proposals For Professional Services To The Township Of Radnor (**Requested by Commissioner Booker**)

**COMMUNITY DEVELOPMENT**

**LIBRARY**

**PUBLIC HEALTH**

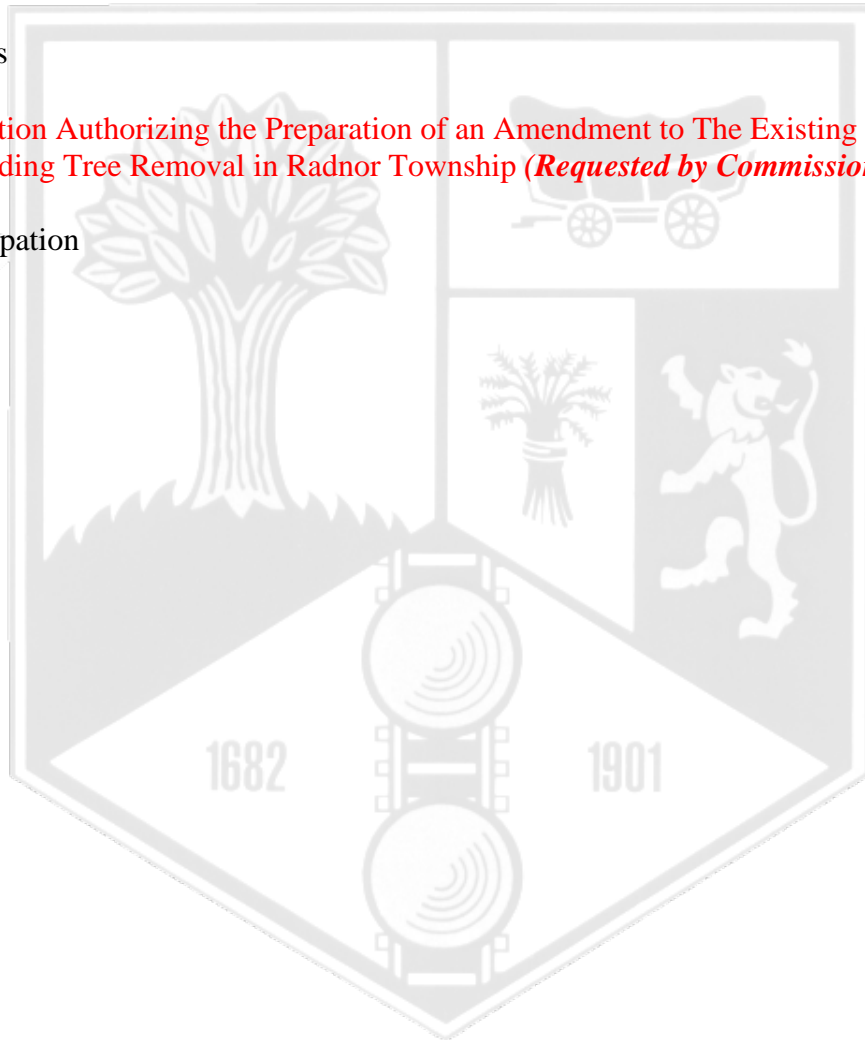
Old Business

New Business

- A Motion Authorizing the Preparation of an Amendment to The Existing Regulations Regarding Tree Removal in Radnor Township (**Requested by Commissioner Booker**)

Public Participation

Adjournment



***RADNOR TOWNSHIP  
DISBURSEMENTS SUMMARY  
March 12, 2018***

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The table below summarizes the amount of disbursements made since the last public meeting held on February 26, 2018. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code.

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

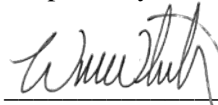
<b>Fund (Fund Number)</b>	<b>2018-2D February 23, 2018</b>	<b>2018-3A March 2, 2018</b>	<b>Total</b>
General Fund (01)	\$328,365.36	\$103,742.83	\$432,108.19
Sewer Fund (02)	9,158.07	637.97	9,796.04
Capital Improvement Fund (05)	22,721.92	82,104.99	104,826.91
Police Pension Fund (07)	0.00	5,498.64	5,498.64
OPEB Fund (08)	137,588.58	34,777.84	172,366.42
Civilian Pension Fund (11)	0.00	4,900.32	4,900.32
The Willows Fund (23)	7,450.00	1,691.62	9,141.62
Library Improvement Fund (500)	238,511.28	5,770.00	244,281.28
Park & Trail Improvement Fund (501)	0.00	928.00	928.00
<b>Total Accounts Payable Disbursements</b>	<b>\$743,795.21</b>	<b>\$240,052.21</b>	<b>\$983,847.42</b>
<i>Electronic Disbursements</i>	n/a	n/a	\$1,011,000.00
<b>Grand Total</b>	<b>743,795.21</b>	<b>240,052.21</b>	<b>\$1,994,847.42</b>

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

The Administration has adopted various internal control and processing procedures to 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,




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William M. White  
*Finance Director*

**ELECTRONICALLY PAID DISBURSEMENT LISTING**

Estimated Through March 26, 2018

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	3/10/2018	2/18 Credit Card Revenue Processing Fees	\$5,000.00 *
Payroll [Bi-Weekly] Transaction - Estimated	01-various	3/8/2018	Salaries and Payroll Taxes - General Fund	\$485,500.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	3/8/2018	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	3/22/2018	Salaries and Payroll Taxes - General Fund	\$485,500.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	3/22/2018	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
<b>Period Total</b>				<b>\$1,011,000.00</b>

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

<u>Original Estimate</u>			<u>Actual Amount</u>
\$485,500.00	2/22/2018	Salaries and Payroll Taxes - General Fund	\$444,886.30
\$17,500.00	2/22/2018	Salaries and Payroll Taxes - Sewer Fund	\$12,975.95
<b>\$503,000.00</b>			<b>\$457,862.25</b>
\$186,839.03	3/1/2018	Police Pension Payroll	\$186,839.03
\$135,553.28	3/1/2018	Civilian Pension Payroll	\$135,553.28
<b>\$322,392.31</b>			<b>\$322,392.31</b>

**TOWNSHIP OF RADNOR**  
**Minutes of the Meeting of February 12, 2018**

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

**Commissioners Present**

*Lisa Borowski , President      Luke Clark, Vice-President      Jake Abel      Richard Booker  
Sean Farhy                              Matthew Marshall*

**Commissioners Absent - John Nagle**

**Also Present:** *Robert A. Zienkowski, Township Manager; Kathryn Gartland, Treasurer; John Rice, Township Solicitor; Andrew Block, Deputy Superintendent of Police; Steve Norcini, Township Engineer; Roger Philips, Township 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 February 5, 2018 & February 12, 2018 preceding the Board of Commissioners meeting*

There was an Executive Session on February 5, 2018 where all Commissioners were present with the exception of Commissioner Nagle and matters of personnel were discussed. There was an Executive Session on February 12, 2018 where all Commissioners participated and matters of Litigation, Real Estate and Personnel were discussed.

*1. Consent Agenda*

- a) Disbursement Review and Approval: 2018-01A, 2018-01B, 2018-01C, 2018-01D*
- b) Approval of Board of Commissioner Meeting Minutes - January 16, 2018 and January 22, 2018*
- c) HARB - HARB-2018-02 – 303 South Wayne Avenue - New roof to front of house over porch and house; optional two (2) car garage to back of the home*
- d) Resolution #2018-17 - Authorization to Purchase Capital Vehicles and Equipment, 2018 Approved Budget*
- e) Resolution #2018-18 - Authorization to Purchase Seed and Fertilizer*
- f) Resolution #2018-19 – Authorizing Payment of Change Orders to the General Prime Contractor, Dolan Construction, Incorporated, for the Memorial Library of Radnor Renovation and Expansion Project*
- g) Resolution #2018-20- Authorizing Municipal Maintenance Company, Incorporated to Replace Six Valves at the Hermitage Pumping Station*

Commissioner Booker requested for item f to be removed from the consent agenda.

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

Resolution #2018-19 – Authorizing Payment of Change Orders to the General Prime Contractor, Dolan Construction, Incorporated, for the Memorial Library of Radnor Renovation and Expansion Project

Mr. Norcini gave a brief description of the proposed change orders.

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

2. Police Commendation

Superintendent Colarulo, Deputy Superintendents Flanagan and Block presented Officer Ryan with a Commendation for bravery.

~~3. Township Recognition~~

Removed from Agenda

4. Recognition of The Saturday Club and Taste of Britain

Tammy Cohen presented representatives of The Saturday Club and Taste of Britain with recognitions for hosting the Princess Tea Party.

5. Resolution #2018-23 – Recognizing and Celebrating the Month of February as Black History Month

Commissioner Borowski read the resolution recognizing the month of February as Black History Month. Jim Vankoski from the Delaware County Sports Legends Museum briefly highlighted African American Sports Athletes from Delaware County.

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

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

Colonel Church, President VFMA – He announced two upcoming events at Valley Forge Military Academy.

Dave Falcone – He thanked Tammy Cohen and her staff for another great Daddy Daughter Dance.

David Natt – He commented regarding the proposed Penn Medicine plan.

Sara Armstrong – She commented regarding adding the Pine Tree and Eagle Road traffic light into the adaptive plan as well as the proposed traffic implications.

Dan Sherry, Wayne – He commented regarding comments of Commissioners on a local television show with John Ricciutti.

Kelly Martin – She inquired about Exhibit 6.

Gerry Tuten- She commented regarding the Penn Medicine plan and traffic.

Kathy Bagosian, Planning Commission – She commented regarding the Planning Commission votes and discussions on the Penn Medicine Plan.

7. Resolution #2018-24 – Appointing Alternate Members to the Zoning Hearing Board in accordance with the Municipalities Planning Code

Commissioner Clark gave a brief overview of the need for the resolution.

Commissioner Clark made a motion to approve, seconded by Commissioner Marshall.

There was a discussion amongst the Commissioners and the Township Solicitor regarding the suggested appointees.

Public Comment

Kathy Bogosian – She commented that there isn't a need for lawyers to be assigned to the Zoning Hearing Board.

Dan Sherry, Wayne – He commented regarding the proposed resolution.

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

8. Committee Reports

**FINANCE & AUDIT**

A. Quarterly 2017 Finance Update

Removed from Agenda

**PERSONNEL & ADMINISTRATION**

B. Ordinance #2018-05 – (Introduction) - Approving a Lease Agreement Between the Township of Radnor and Willows Park Preserve

Mr. Rice briefly described the proposed ordinance. Colleen Price, representing the Willows Park Preserve briefly spoke regarding the lease agreement. There was a brief discussion amongst the Commissioners and staff.

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

There was a discussion amongst the Commissioners and representatives of Willows Park Preserve.

Public Comment

Jane Galli, Rosemont – She commented in support of the above ordinance.

Dan Sherry, Wayne – He commented regarding his support of the ordinance.

Commissioner Borowski called the vote, motion passed 6-0 with Commissioner Nagle absent.

C. Resolution #2018-21 – Amending Resolution #2017-65 Establishing A Policy for Televising or Taping Public Meetings Within the Radnor Township Municipal Building (Requested by Commissioner Abel)

Commissioner Abel gave a brief background on the reason for the proposed resolution. There was an in-depth discussion amongst the Commissioners.

Commissioner Borowski made a motion to table the resolution until the February 26<sup>th</sup> BOC meeting, seconded by Commissioner Clark.

Public Comment

Dan Sherry, Wayne – He commented regarding his support of televising all public meetings.

Sara Pilling, Garrett Avenue – She commented regarding the funding of a second area for recording meetings.

Leslie Morgan, Farm Road – She commented in support of televising all public meetings.

Kelly Martin – She commented in support of televising all public meetings.

Baron Gemmer, S. Wayne Ave. – He commented in support of televising meetings.

Commissioner Borowski called the vote to table until the February 26<sup>th</sup> meeting, motion failed 3-3 with Commissioner Booker, Abel and Marshall opposed and Commissioner Nagle absent.

Commissioner Borowski made a motion to approve the resolution amending to add “or taped” to item 4 and amend item 5 to state that the following Boards or Commissions should be televised or taped..., seconded by Commissioner Marshall.

There was a discussion amongst the Commissioners regarding the above amendment.

Public Comment

Dan Sherry, Wayne – He commented regarding that the intent is to get the information out to the public.

Commissioner Borowski called the vote on the amendment, motion failed 2-4 with Commissioners Farhy, Booker, Clark and Abel opposed.

Commissioner Borowski called the vote on the approval of the resolution, motion passed 6-0 with Commissioner Nagle Absent.

***PUBLIC WORKS & ENGINEERING***

D. Resolution #2018-22 - SALDO Application #2016-D-04 Penn Medicine – Final – Preliminary Land Development Plan **resolution in meeting packet – back-up materials as supplement to meeting packet**

Commissioner Marshall commented that he will recuse himself from discussion and vote as he has a conflict and is awaiting an opinion from the State Ethics Board.



Commissioner Clark made a motion to approve the resolution, seconded by Commissioner Farhy.

There was an in-depth discussion amongst the applicant, Commissioners and staff.

Public Comment

Leslie Morgan, Farm Road – She commented regarding good business.

Kelly Martin, Ward 7 – She spoke in opposition of the resolution.

Baron Gemmer – He commented regarding steep slopes.

Commissioner Borowski called the vote, motion 4-1 with Commissioner Booker opposed; Commissioner Marshall abstaining and Commissioner Nagle absent.

*Commissioner Clark made a motion to table items F and New Business until next meeting, seconded by Commissioner Abel. Motion passed 5-1 with Commissioner Booker opposed and Commissioner Nagle absent.*

*E. Waiver of Land Development – 372 West Lancaster Avenue*

Commissioner Clark made a motion to approve the waiver of land development, seconded by Commissioner Farhy.

Nick Caniglia representing the applicant reviewed the proposed project. There was an in-depth discussion amongst the Commissioners and the applicant.

*Commissioner Clark made a motion to extend the meeting until 11:15 PM, seconded by Commissioner Farhy. Motion passed 5-1 with Commissioner Booker opposed and Commissioner Nagle absent.*

There was a discussion amongst the Commissioner, the applicant and staff.

Commissioner Clark made a motion to table the waiver until the February 26, 2018 meeting with a resolution including conditions to be presented as well as the neighbors to be notified prior to the next meeting, seconded by Commissioner Borowski.

Public Comment

Jane Galli – She commented in support.

Commissioner Clark called the vote to table, motion passed 6-0.

*F. Ordinance #2018-01 – (Introduction) – An Ordinance of Radnor Township, Delaware County, Pennsylvania, Amending Chapter 235, Sewers, by Creating a New Article VI, “Adoption of PWD Wastewater Control Regulations by Reference”, Which Formally Adopts the Philadelphia Water*

Department Sewer and Wastewater Control Regulations as Amended January 1, 2013, for that Portion of the Sanitary Sewer System of Radnor Township Which Flows into Lower Merion Township

Item tabled until next meeting.

**COMMUNITY DEVELOPMENT**

**PUBLIC SAFETY**

**PARKS & RECREATION**

**LIBRARY**

**PUBLIC HEALTH**

Old Business

None

New Business

- The Ward 7 Initiative (Requested by Commissioner Farhy)

Item tabled until next meeting.

- Introduction of the Gateway Enhancement Trust (Requested by Commissioner Marshall)

Item tabled until next meeting.

Public Participation

None

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

*Respectfully submitted,  
Jennifer DeStefano*

**RADNOR TOWNSHIP POLICE DEPARTMENT**  
**301 Iven Avenue**  
**Wayne, Pennsylvania 19087-5297**  
**(610) 688-0503 ☎ Fax (610) 688-1238**

**William A. Colarulo**  
**Police Superintendent**

**TO:** Radnor Township Commissioners; Robert A. Zienkowski, Township Manager; William M. White, Director of Finance; Stephen F. Norcini, Township Engineer; Steve McNelis, Co-Interim Public Works Director; Mark Domenick, Co-Interim Public Works Director; Tammy Cohen, Director of Recreation and Community Programming; Kevin W. Kochanski, Director of Community Development; Bill Cassidy, Field Leader; Deputy Chief Chris Flanagan, Officer Alex Janoski; Officer Pat Lacey, Officer Ken Piree, Traffic Safety Unit; William Gallagher, Supervisor of Parking; Amy Kaminski, Traffic Engineer for Gilmore and Associates; Vera DiMaio and Lori DeNicola

**FR:** William A. Colarulo

**RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALL ROOM, WEDNESDAY, February 21, 2018, 10:00 AM.**

**NEW BUSINESS**

1. Request for a crosswalk at the Barrack Hebrew Academy

Staff Traffic Committee does not recommend a crosswalk at this time due to the fact there are no current sidewalks in the area of the proposed location by Barrack Hebrew Academy. Furthermore, Bryn Mawr Avenue is a state highway and would need approval from PennDot. Staff Traffic does recommend upgrading the light bulbs on the overhead street lights for greater visibility. Discussions will occur in the future with the Radwyn Apartments and Barrack Hebrew Academy regarding this issue.

2. Arbordale Road and South Devon Avenue – Town Hall Meeting

Public Works Department Field Leader Bill Cassidy stated the following improvements were made. They included: Replaced existing signs with 36" highly reflectives (all three); on the two stop signs at South Devon, installed red flashers on each for 30 days; at each approach, installed a Stop Ahead sign; installed yellow flashers on each for 30 days; replaced faded bridge height sign at Liberty/South Devon; installed a new bridge height sign at South Devon and Valley Forge.

3. Tom Farnash and neighbors are concerned regarding sight distance at Deep Dene Road and 320 (S. Springmill Road)

Highway Patrol Officer Ken Piree conducted a site visit and spoke with property owners of the affected intersections. All bushes have been trimmed back and the sight distance has been brought to Radnor Code and PennDot sight distance requirements.

4. Lisa Laird, resident of Lowrys Lane concerns for speeding on Lowry's Lane and Meredith Road; Vehicles not obeying Stop signs

Staff Traffic revisited the Special Report which was introduced in Staff Traffic in 2017. The Report stated that the data collected verified that speeding was not an inherent issue on Lowrys Lane. Staff Traffic recommends placing a speed board on Lowrys Lane and continuing with stop sign enforcement.

5. Carey Boyd is requesting to hold the annual Radnor Elementary School Smart Run 5K on May 20th, 2018 from 0800 to 1000 hours.

Staff Traffic Committee approves the Radnor Elementary School Smart Run 5K on May 20, 2018. All requirements were satisfied.

6. Meeting on March 21, 2018 at 7 PM - Traffic Forum

Deputy Superintendent Chris Flanagan announced at the request of the Women of League Voters, Radnor Township Police Department will be hosting a Traffic Forum Meeting to be held on March 21, 2018 and invited all to attend.

7. Audubon Road/Conestoga Road

Commissioner Clarke requests an evaluation of sight distance for motorists turning onto Conestoga Road.

Highway Patrol Officer Ken Piree reports two (2) "No Left Turn" sign clearly posted. The berm and bushes need to be in compliance. Highway Patrol will follow up with the property owners to comply with sight distance requirements.

### **OLD BUSINESS**

See attached spreadsheet for pending issues



## ***RADNOR TOWNSHIP POLICE DEPARTMENT***

301 Iven Ave., Wayne, PA 19087

### **December 2017 Staff Traffic Status Report**

<b>Project Name</b>	<b>Project Information</b>	<b>Status Update</b>
Skunk Hollow Pedestrian Improvements	10/18/2016 G&A redesign for pedestrian access on Sawmill Lane to be incorporated into Darby Paoli Multi-use Trail Project	On hold until Park improvements occur. (Possible inclusion in Darby, Paoli, Multi-use trail)
Conestoga/S. Wayne/Brooke crosswalks and sidewalks	12/20/2017 Commissioner Clark is interested in pursuing pedestrian improvements near intersection	Traffic controlling measures and research regarding intersection for accident history is underway
N. and S. Wayne Avenue at Lancaster Avenue improvements	12/20/2017 Radnor Fire Company is interested in: <ul style="list-style-type: none"> <li>● Pursuing parking elimination along S. Wayne Avenue</li> <li>● Revising the intersection to reflect the most recent signed signal permit plan</li> <li>● Emergency pre-emption at the Fire Station on S. Wayne Avenue.</li> </ul>	Continue discussion in 2018; intersection upgrades budgeted for 2021  Internal discussions with RTPD and RT Engineering on timing as well as details  Highway Patrol Unit is attempting to meet with PennDot as soon as possible
S. Wayne Avenue	S. Wayne Avenue traffic speed and traffic marker island design	RPD conducting speed study 01/21/2018 State contacted about traffic island
Upper Gulph Road & Oak Grove Lane	Staff Traffic Committee: Reviewed speed and volume data; performed sight distance evaluation.	Went before the Board of Commissioners on January 16, 2017. On January 22, 2018 BOC did not vote on item  BOC Meeting March 12, 2018 – Ordinance 2018-03 (Adoption)
Kinterra Road & Church Rd Sight Distance Evaluation	<ul style="list-style-type: none"> <li>● 10/18/2017 Ms. Lemmon reported a line of sight issue for the intersection.</li> </ul>	G&A provided a fixed fee proposal cost for the evaluation.

**Radnor Township Police Staff Traffic Monthly Status Report**

		Requisition to be placed in January 2018
Sugartown Road and Morris Road	Painting of travel lanes to ensure organized travel as drivers approach Lancaster Avenue	<ul style="list-style-type: none"> <li>• Spring 2018</li> </ul>
County Line Corridor Study (from Lancaster Avenue to Conestoga Road)	Staff Traffic Committee & Lower Merion Township discussions to expand study area to County Line Road corridor study	<ul style="list-style-type: none"> <li>• Study approved for 2018</li> <li>• LMT has been approached for cost sharing</li> </ul>
King of Prussia Bridge	Strike issues	<ul style="list-style-type: none"> <li>• On January 26, 2018 there will be a special meeting with all parties involved</li> </ul> <p>Radnor Township awaits a plan of action from PennDot</p>
Sproul Road and Conestoga Road Left turn signal improvements	<ul style="list-style-type: none"> <li>• RT 2017 Engineering Line Item Budget: \$300,000 to evaluate, design and construct signal improvements to include intersection left turn lanes</li> </ul>	With input from PennDot and a neutral supplier, we are trying to determine feasibility of radar detection. Plans to be submitted to PennDot January 31, 2018
N. Wayne Ave/Poplar Ave/West Avenue Pedestrian Improvement Signal project	<ul style="list-style-type: none"> <li>• DCED MTF grant awarded; construct signal and pedestrian improvements at intersection</li> <li>•</li> </ul>	Grant award at reduced award; being analyzed by Township
Conestoga & County Line Road Evaluation	Evaluate crash records, turning volumes, intersection layout to identify improvements	Study completed, some items being implemented, possible crossover with County Line Corridor study

**Radnor Township Police Staff Traffic Monthly Status Report**

South Devon Ave Pedestrian Improvements	Prepare plans for pedestrian improvements on Devon Avenue from Liberty Lane to Morris Cir. South of Devon Avenue	Engineering Department completed sidewalk construction
King of Prussia Rd & Eagle Rd intersection improvements	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	Report submitted to Township on 12/11/2017 To be placed on Board of Commissioners agenda in the first quarter of 2018.
Eagle Rd & North Wayne Pedestrian Improvements DCED MTF	Prepare DCED MTF grant for sidewalk, signal and curb ramp improvements; grant submission due late July, 2017	Grant not awarded.
Lancaster Ave Pedestrian Improvements	Completed grant submission to PennDOT MTF on 12/15/2016	Grant not awarded
Lancaster Ave & Garrett Avenue-Barleycone Lane Pedestrian Improvements DCED MTF	Submitted DCED MTF grant for sidewalk, signal and curb ramp improvements from Garrett to Barleycone Lane: application due 7/2017	Grant Denied
Glenmary Road Pedestrian Improvements DCED MTF	<ul style="list-style-type: none"> <li>• Submit DCED MTF grant for sidewalk, pedestrian signal and curb ramp improvements on southside of Glenmary Road including upgrades to King of Prussia Road crosswalk at intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Grant application was denied by the grant agency</li> </ul>

**RESOLUTION NO. 2018-25**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AWARDED THE HEATING, VENTILATING, AND AIR  
CONDITIONING MAINTENANCE CONTRACT FOR THE TOWNSHIP  
BUILDING, PUBLIC WORKS FACILITY, AND RADNOR ACTIVITY CENTER  
TO JJ WHITE, INCORPORATED**

*WHEREAS*, Radnor Township owns the Municipal Building and the Public Works Facility, and leases the Radnor Activity Center

*WHEREAS*, Radnor Township is responsible for maintaining the heating, ventilating, and air conditioning systems at the aforementioned buildings

*WHEREAS*, J.J. White, Incorporated has submitted a cost proposal to perform quarterly preventative maintenance on said systems at the aforementioned buildings

*NOW, THEREFORE*, be it *RESOLVED* the Board of Commissioners of Radnor Township does hereby award the heating, ventilating and air conditioning Preventative Maintenance and Repair Contract for the Township Building, Public Works Building, and Radnor Activity Center to J.J. White, Incorporated in the amount of \$15,250

*SO RESOLVED* this 12th day of March, A.D., 2018

**RADNOR TOWNSHIP**

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

Name: Lisa Borowski

Title: President

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

Robert A. Zienkowski  
Manager/Secretary



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

DATE: March 6, 2018

TO: Radnor Township Board of Commissioners

CC: Robert A. Zienkowski, Township Manager  
William R. White, Finance Director

FROM: Mark Domenick, Co-Interim Director of Public Works

LEGISLATION: Resolution 2018-25: Award of the Heating, Ventilating, and Air Conditioning Maintenance and Repair Contract for the Township Building, Public Works Facility, and Radnor Activity Center

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LEGISLATIVE HISTORY: Legislation for this service has been before the Board of Commissioners in 2014, 2015, 2016 and 2017.

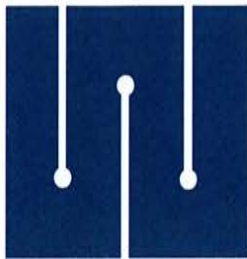
PURPOSE AND EXPLANATION: Previously, there were separate contractors used for the preventative maintenance requirements of the heating, ventilating, and air conditioning needs of the Township Building, Public Works Building, and Radnor Activity Center. By soliciting quotations for all three buildings, we gain some advantage of economies of scale, as well as a streamlined process for repairs and emergencies. The contract covers quarterly visits and specific tasks to be performed at each facility. This will aid in keeping the equipment in good operating condition and should reduce emergency repairs.

IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, a purchase order will be processed and J.J. White, Incorporated will begin the work in March 2018.

FISCAL IMPACT: The total cost of the contract is \$15,250 per year: Township Building - \$12,250 – account 01403B00-44110; Radnor Activity Center - \$1,500 – account 01450300-44310; and the Public Works Facility - \$1,500 – account 01403B003-44110. The invoice will be paid in four, equal, quarterly installments.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners Award the Heating, Ventilating, and Air Conditioning Preventative Maintenance Contract for the Township Building, Public Works Building, and Radnor Activity Center to J.J. White, Incorporated in the amount of \$15,250

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



# J J WHITE INCORPORATED

## CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

*PREPARED FOR:*

*Mr. Robert Hale*  
Radnor Township  
301 Iven Ave.  
Wayne PA, 19087

**EQUIPMENT LOCATION:**

Radnor Township  
1. Township Building  
2. Sulpizio Gym  
3. Township Garage

*Quality Service and Dependability Since 1920*

**PRESENTED BY: Mr. Chris Mars**

**DATE: February 6, 2018**

**JJW PROPOSAL NO.: S18-009**

**5500 Bingham Street  
Philadelphia, PA. 19120  
(215) 722-1000**



# J J WHITE INCORPORATED CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

We hereby propose to furnish J J White Customized Service and Maintenance on the equipment listed in attached list.

**Coverage Type:** "Preventive Maintenance Routine Inspections" as described in our "Tasking List".

**Included:**

- Please see attached tasking list.
- We'll provide the following supplies per our tasking list:
  - Oil for fans and motor bearings, grease, and filters. Belts will be provided and replaced annually.
- Prepare system(s) for summer operation at the beginning of cooling season. Provide annual cleaning of condenser coils.
- Prepare boiler system(s) and check HVAC equipment for winter operation.
- Prepare Cooling tower(s) and HVAC equipment for winter operation.
- Provide labor and materials for changing filters during each inspection.
- Four mechanical inspections per year. We'll provide recommendations of repairs and/or replacements if necessary. This will be provided in a written report for your review.
- A mutually agreed upon check list will be utilized for all inspections.
- All repair labor and material on a T and M basis.
- Customer to provide dumpster for used filters.

**Note:** Labor repair rates and emergency service 24 hours a day, 7 days a week are as follows:

Straight Time: **\$ 104.00** per hour  
 Overtime: **\$ 156.00** per hour  
 Double Time: **\$ 208.00** per hour

Our mark-up percentage for materials, subcontractors, and 3<sup>rd</sup> party rentals is 15%.

The above rates include the HVAC service van equipped with all standard HVAC tools.

**Inspection Schedule: To be determined by customer**

Under J. J. White Customized Service and Maintenance, we will systematically inspect and report as to the condition of your equipment on the following schedule. **Note:** This can be modified at the owner's request.

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	X			X				X			X

X - Denotes scheduled inspection.

A detailed report for each inspection will be issued to owner or owner's representative. This report will include equipment log readings, a report on the condition of those items inspected, a list of needed repairs, and recommendations.

**J J WHITE INCORPORATED**  
**CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**  
**TASKING LIST**

1. Report in with the customer representative
  2. Record and report abnormal conditions, measurements taken, etc.
  3. Review customer logs with the customer for operational problems and trends.
- **Split System Unit(s):**
    - Check suction and discharge pressure.
    - Visually inspect units for refrigeration leaks.
    - Lubricate motor and fan bearings.
    - Check Pulleys for wear. Verify proper motor(s) operation.
    - Check refrigerant charge at site glass.
    - Check electrical connections, torque as needed.
    - Check fans and fan drive alignment.
    - Clean outside air intake screens and check dampers.
    - Inspect all coils for cleanliness.
    - Check condensate drain pan and drain, clean as needed.
    - Replace belts.
    - Verify proper operation sequence.
    - Check contactors for wear.
    - Replace air filters.
    - Check for unusual noise or vibration.
    - Check integrity of the heat exchanger.
    - Check burners, igniters, and burner controls including safeties.
    - Power wash condenser coils annually.
  
  - **Water Source Heat Pump Units:**
    - Check drive pulleys for wear. Replace belt(s) annually if applicable.
    - Verify proper condenser water flow.
    - Verify proper refrigerant charges.
    - Check electrical connections, torque connections if necessary.
    - Lubricate motor(s) and bearings as necessary.
    - Replace air filters.
    - Check condensate drain and pan, clean as needed.
    - Check for unusual noise and vibration.
    - Verify proper operating sequence.
  
  - **Rooftop Package Unit:**
    - Check suction and discharge pressure.
    - Visually inspect units for refrigeration leaks.
    - Lubricate motor and fan bearings.
    - Check Pulleys for wear. Verify proper motor(s) operation.
    - Check refrigerant charge at site glass.
    - Check electrical connections, torque as needed.
    - Check fans and fan drive alignment.
    - Clean outside air intake screens and check dampers.
    - Inspect all coils for cleanliness.
    - Check condensate drain pan and drain, clean as needed.
    - Replace belt(s) annually.
    - Verify proper operation sequence.
    - Verify operation of crank case heater.

- Check contactors for wear.
  - Replace air filters.
  - Check for unusual noise or vibration.
  - Check integrity of the heat exchanger.
  - Check burners, igniters, and burner controls including safeties.
  - Power wash condenser coils annually.
- **Exhaust Fan:**
    - Replace belt(s) annually.
    - Check operation of motor and dampers.
    - Check bearing and lubricate if necessary.
- **Hanging Heaters**
    - Visually inspect heat exchangers.
    - Inspect blower motor and drive sheaves.
    - Check burners, igniters, and burner controls including safeties.
    - Verify operation.
    - Check flue to ensure proper draft.
    - Replace belt(s) annually.

#### **Summer Change Over:**

- **Cooling tower:**
  - Clean tower strainer and inspect for wear.
  - Clean tower sump and inspect for leaks.
  - Check spray nozzles and inspect for damage.
  - Remove and clean tower pump strainer.
  - Lubricate motor(s) and bearings.
  - Check drive pulleys for wear. Replace belt(s) annually.
  - Fill tower and verify operation of tower fill, tower pump, and tower fan.

#### **Winter Change Over:**

- **Boiler and Burner:**
  - Brush clean fire-side of boiler.
  - Check operation of pilot assemble. Remove parts as need to clean or adjust.
  - Check electrical connections and torque if necessary.
  - Check boiler for proper water levels and bleed out all air if necessary.
  - Verify operation of all safeties associated with the boiler.
  - Blow down boilers. Remove covers and clean out all low water cutoffs.
  - Lubricate and check operation of the boiler pump.
  - Check boiler controls and verify proper settings and sequence of events.
  - Check gas pressures and verify pressures are in recommended range.
  - Perform combustion test. Verify boiler is running at maximum efficiency or determine adjustments that need to be made to achieve maximum efficiency.
- **Cooling Tower:**
- **If Cooling tower needs to be drained:**
  - Drain and winterize cooling tower.
  - Shut down all associate equipment.
- **If Cooling tower does not need to be drained:**
  - Verify operation of all safeties.
  - Verify operation of heaters.
  - Verify operation of control and settings.



**J J WHITE INCORPORATED**  
**CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**  
**EQUIPMENT OPTIONS SCHEDULE**

- |   | Included                            | Omitted                             |
|---|-------------------------------------|-------------------------------------|
| <b>1. <u>Air Filter Service</u></b><br>Furnish labor and Material to change air handling unit<br>Filters up to <u>4</u> times a year.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>2. <u>Analysis Services</u></b><br>Furnish annual chemical analysis and report on:<br><input type="checkbox"/> Compressor oil <input type="checkbox"/> refrigerant <input type="checkbox"/> condenser water.                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>3. <u>Water Treatment</u></b><br>Furnish complete water treatment service including<br>chemicals for condenser water circuit.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>4. <u>Condenser / Chilled Water Circuit</u></b><br>Furnish coverage for condenser and chilled water pumps,<br>motors, and starters.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>5. <u>Tube Cleaning</u></b><br>Conduct annual visual tube inspection of condenser tubes<br>and mechanically brush clean up to once per year.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>6. <u>Emergency Service</u></b><br>Furnish emergency service between regular inspections.<br>Service to be billed at agreed upon rates.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>7. <u>Seasonal Inspection</u></b><br>Conduct an Annual Season Inspection including annual<br>maintenance requirements per the Schedule "A"   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>8. <u>Air Handling Units</u></b><br>Furnish coverage for air handling units including coils,<br>Blowers, motors, starters, and belts.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>9. <u>Eddy Current Tube Testing</u></b><br>Conduct electronic analysis of condenser/cooler tubes for<br>detection of wear, pitting, and corrosion.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>10. <u>Non-moving Parts Coverage</u></b><br>Furnish coverage on non-moving parts such as tubes, stators,<br>shells, etc.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>11. <u>Parts Coverage</u></b><br>Under this agreement, we will furnish all necessary repair and<br>renewal parts and lubricants required to maintain the equipment in<br>good operating condition. These items furnished at no extra cost. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>12. <u>Labor Coverage</u></b><br>Under this agreement, we will furnish all necessary labor,<br>during regular working hours, to install repair parts, make necessary<br>adjustments, and to keep the equipment operating efficiently.      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |



**J J WHITE INCORPORATED**  
**CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**  
**SCHEDULE – “A”**  
**(EQUIPMENT COVERED)**

**NOTE:** Items/equipment not listed above are excluded.

**Township Building**

<u>Item #:</u>	<u>Qty.</u>	<u>System Components</u>	<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>
1	4	RTU	Multiple	Multiple	Multiple	Roof
2	50	Heat Pumps	Trane	Multiple	Multiple	Multiple
3	2	ERU	Semco	Multiple	Multiple	Roof
4	3	Split Systems	Trane	Multiple	Multiple	Multiple
5	2	Exhaust Fan	Trane	Multiple	Multiple	Roof
6	1	Hepa		---	---	Mech. Room
7	1	Boiler/Pumps	Raypack	---	---	Mech. Room
8	1	Cooling Tower	Evapco	---	---	Outside
9	1	Duct-less Split	Sanyo			Generator Closet
10	8	Electric heaters				Entrances
11	2	Heating Water Pumps				Boiler Room
12	1	Condenser Water Pump				Sally Port Mech. Rm.
13	1	Exhaust System				Sally Port Mech. Rm.

**Sulpizio Gym**

<u>Item #:</u>	<u>Qty.</u>	<u>System Components</u>	<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>
1	4	RTU	Trane	Multiple	Multiple	Roof
2	1	Exhaust Fan	Trane	---	---	Roof
3	1	Water Heater	Bradford White	---	---	Mech. Room

**Township Garage**

<u>Item #:</u>	<u>Qty.</u>	<u>System Components</u>	<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>
1	27	Heaters	Reznor	NA	NA	Multiple
2	7	Exhaust Fans	NA	NA	NA	Multiple
3	1	Split System	Trane	NA	NA	Bldg. 3



**J J WHITE INCORPORATED**  
**CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**

**Price and Payment Terms**

The total price for J. J. White's Customized Service Agreement during the term of this agreement is \$15,250 per year.

**Cost per Building:**

Radnor Township Building (301 Iven Ave., Wayne PA 19087) = \$12,250.00  
Sulpizio Gym (125 S. Wayne Ave., Wayne PA 19087) = \$1,500.00  
Township Garage (235 E. Lancaster Ave., Wayne PA 19087) = \$1,500.00

This amount will be paid to J. J. White, Incorporated in four (4) installments of \$3,812.50

These payments will be due and payable when the customer receives the J. J. White, Incorporated invoice and after the services J. J. White Incorporated is complete.

**Additional Terms and Conditions follow:**

**The term of this agreement is**

**January 1, 2018 through December 31, 2018.**

**Dated Submitted:** February 6, 2018

**Respectfully Submitted by:**

Mr. Chris Mars, HVAC Operations Manager  
J. J. White, Incorporated  
C: 215-620-0545  
[cmars@jjwhiteinc.com](mailto:cmars@jjwhiteinc.com)

**Accepted by:**

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

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

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



This agreement is subject to approval of an authorized J J White, Incorporated representative.



## **J J WHITE INCORPORATED**

# **CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT**

**OFFER AND ACCEPTANCE:** J. J. White Incorporated (White) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Buyer, or allowing White to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and White. Any additional or differing terms and conditions contained on Buyer's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by White and shall not become part of the contract between Buyer and White unless expressly consented to in writing by White. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours. It shall be noted that the work set forth in coverage type above shall be performed between the hours of 8:00 A.M. and 4:30 P.M., on regular working days. All inspection and preventive maintenance work, repair work and emergency service calls required by the customer hereunder after regular working hours, Saturdays, Sundays and holidays shall be invoiced at regular overtime rates, unless indicated otherwise hereafter. All hours actually worked in performing emergency service, same day service calls, and after hour service or emergency call-ins will be billed including travel time portal to portal during this schedule. Any alterations, additions, adjustments or repairs made by others to the equipment set forth in Schedule "A" unless authorized by us shall terminate our obligation hereunder, and we shall be paid all sums due us as of that time.

**ACCESS:** In order to permit us to perform our obligations under this agreement you will provide ready access to the equipment.

**REPAIR:** All repair and replacement parts furnished hereunder will be only those recommended by the manufacturer of the equipment covered by this agreement. If such repair and replacement parts become unavailable from the original manufacturer our obligation to obtain such parts shall cease and customer shall have the option to cancel this agreement on a pro rata basis at such time. This agreement does not include the complete replacement of condensing units, evaporative condensers, cooling towers, air handler, chillers or any other major system components.

(a) White Customized Service and Maintenance furnished hereunder shall not include the normal function of starting and stopping the subject equipment, which function includes the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage, nor does it include the defrosting of evaporators.

(b) If our company is required to make repairs and/or replacements or emergency calls occasioned by improper operation, negligence or misuse of the equipment or due to any cause beyond our control, except ordinary wear and tear, you shall reimburse us for the expense incurred in making such repairs and/or replacements or emergency calls in accordance with our current established rates for performing such services. White shall not be required to furnish any items of equipment, parts or materials which are recommended by insurance companies or governmental agencies or instrumentalities nor does White assume any responsibility for deficiencies of due to any cause beyond our control, except ordinary wear and tear, you shall reimburse us for the expense incurred in making such repairs and/or replacements or system design and resulting lack of system performance.

(c) White shall not nor shall we assume any liability for the repair cost of damage to heat exchangers serving heating or cooling including waterside, airside or refrigerant side. We shall not be liable for repairs to any components of non-metallic cooling towers except motor, fan drives or blades.

(d) This agreement does not include air conditioning ductwork, grilles, registers and diffusers; balancing of air and water flow; electrical disconnect switches and circuit breakers; recording or portable instruments, gauges or thermometers; repairs to any piping other than exposed refrigerant piping; repairs to exposed equipment damage due to freezing; cleaning of water cooled condensers more than once a year; maintaining the appearance of decorative casings or cabinets; or repairs to electrical power or control wiring unless mounted on, or inside subject equipment. The furnishing of water treatment is not included in this agreement unless specifically noted hereafter.

(e) In the case of refrigeration systems such as walk-in-boxes, reach-in-boxes, etc., this agreement also does not include the repair or replacement of hardware such as door handles, closing mechanisms or related parts thereof, or repair or replacement of door, cabinets or cover of gaskets, or repairs or replacement of walk-in-box structural components or insulation.

**PRE-EXISTING CONDITIONS:** This agreement specifically contemplates that at the time of its execution all major system components of the equipment set forth in Schedule "A" are in normal operating condition. Within thirty (30) days of initial inspection of the equipment in normal operation, White, shall advise the customer of the discovery of any malfunctions or deficiencies of system components and submit recommendations of corrective measures to be made at the customer's expense in addition to the price provided under payment terms. Upon customer approval of the recommended corrective measures and the accomplishment thereof, White, will assume responsibility for the system as specified in Schedule "A".

**TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET on RECEIPT of INVOICE. White reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1 ½%) percent of the principal amount due at the end of each thirty (30) day period. This agreement shall remain in effect for one (1) year from date of approval by White and shall continue from year to year, unless at least thirty (30) days prior to any anniversary of the date of approval of this agreement either party shall give written notice to the other of their intention to change the terms of or terminate the agreement. Neither party shall be liable in any manner whatsoever to the other on account of such termination. White reserves the right to terminate this agreement at its option at any time the customer fails to make payment when due as provided in under payment term above, or if customer fails to pay any other costs and expenses incurred for additional material or labor supplied by White. Customer may not, including by operation of law, assign the Customized Service and Maintenance Agreement without prior written consent of White.

**HAZARDOUS WASTE:** Hazardous wastes remain the property and the responsibility of the customer even when removed from the equipment or replaced by White as provided by the terms of this agreement. The customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but not limited to, used oil, contaminated or uncontaminated refrigerant, and PCB's.

**INVOICING:** White reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.



## J J WHITE INCORPORATED CUSTOMIZED SERVICE AND MAINTENANCE AGREEMENT

**PERFORMANCE:** White shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the White Credit Department, or due to strikes, fire, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of White, whether of the class of causes enumerated above or not, which shall prevent White from making deliveries or performing services in the usual course of business. In the event of the disapproval of the White Credit Department or the occurrence of any of the above, White may, at its sole option, cancel Buyer's Purchase Order without any liability on the part of White. Alternatively, White may extend the time for its performance by a period equal to the duration of the cause underlying White's failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

**TAXES:** Prices quoted are exclusive of taxes. The amount of any present or any future occupation, sales, use service, excise or other similar tax which White shall be liable for either on its own behalf or on behalf of the Buyer, with respect to any order for machinery or services, shall be in addition to the billing prices and be paid by the Buyer.

**WARRANTY:** White guarantees service work and all materials of White manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as White finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by White, but manufactured by others, White will extend the same guarantee it receives from the manufacturer.

THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

**PATENTS:** If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, White, if notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, White, in lieu of all others liability except as above state, will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but White's liability shall in no case exceed the purchase price of said infringing apparatus.

**LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against White arising from White's performance under this contract must be commenced by Buyer within the express warranty period specified under paragraph Warranty hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL WHITE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY WHITE FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL WHITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.

**DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Buyer will be binding on White unless such request of specification is specifically agreed to in writing by an officer of White. Shipment shall be F.O.B. Factory, with title passing to Buyer upon delivery to the carrier by White.

**CANCELLATION:** White reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order).

**DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the Commonwealth of Pennsylvania. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be, Pennsylvania, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date of Demand for Arbitration is filed with the American Arbitration Association.

**COSTS TO WHITE:** In the event it becomes necessary for White to incur any costs or expenses in the collection of monies due White from the Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand shall reimburse White for all such costs and expenses (including, but not limited to, reasonable attorney's fees).

**ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of White's offer to sell, constitute the entire agreement between White and Buyer. No course of dealings or performance or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of White.

## **Resolution #2018-32**

WHEREAS, ON OR ABOUT March 2, 2018, Winter Storm Riley had a major impact on the Philadelphia metropolitan area including Radnor Township, Delaware County causing injury, damage, and suffering to the persons and property of Radnor Township, Delaware County Pennsylvania; and

WHEREAS, Winter Storm Riley did endanger the health, safety, and welfare of a substantial number of persons residing in the township and has created problems greater in scope than Radnor Township may be able to resolve; and

WHEREAS, emergency management measures are required to reduce the severity of this disaster and to protect the health, safety and welfare of affected residents in Radnor Township.

NOW, THEREFORE, on behalf of the Radnor Township Board of Commissioners, the undersigned President of the Radnor Township Board of Commissioners, does hereby declare the existence of a disaster emergency in Radnor Township, pursuant to the provisions of Section 7501 of the Pennsylvania Emergency Management Services Code, 35 Pa. C.S.A. 7101 et seq; and

FURTHER, we direct the Radnor Township Emergency Management Coordinator to coordinate the activities of the emergency response, to take all appropriate action(s) needed to alleviate and mitigate the effects of this disaster, to aid in the maintenance and restoration of essential public services, and to take any other emergency response action deemed necessary to respond to this disaster emergency.

This Declaration shall take effect immediately.

President, Board of Commissioners  
Radnor Township

Attest  
Date:

**RESOLUTION NO. 2018-33**  
**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE**  
**COUNTY, PENNSYLVANIA, AUTHORIZING THE**  
**ENGINEERING DEPARTMENT TO RECEIVE SEALED**  
**BIDS FOR THE MAPLEWOOD AVENUE STORM SEWER**  
**EXTENSION PROJECT**

*WHEREAS*, the Township's storm sewer outfall from an inlet in the 500 block of Maplewood Avenue has caused a severely eroded swale

*WHEREAS*, the severely eroded swale has created a safety hazard, as well as creating sediment laden runoff

*WHEREAS*, plans, specifications, and bidding documents have been created, in order to mitigate the above referenced situations

*WHEREAS*, the Engineering Department is requesting authorization to receive sealed bids for the storm sewer extension

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Engineering Department to Receive Sealed Bids for the Maplewood Avenue Storm Sewer Extension Project

*SO RESOLVED* this 12<sup>th</sup> day of March, A.D., 2018

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President

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

# Radnor Township

## PROPOSED LEGISLATION

**DATE:** March 6, 2018

**TO:** Radnor Township Board of Commissioners

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

**CC:** Robert A. Zienkowski, Township Manager  
William R. White, Assistant Township Manager & Finance Director  
Tammy L. Cohen, Director of Recreation and Community Programming  
Stephen J. McNelis, Interim Director of Public Works

**LEGISLATION:** **Resolution #2018-33 - Authorizing the Engineering Department to Receive Sealed Bids for the Maplewood Avenue Storm Sewer Extension Project**

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

**PURPOSE AND EXPLANATION:** The Township's existing storm sewer outfall, from an inlet located in the 500 block of Maplewood Avenue, outlets at the property line of a resident and Odorisio Park. This outfall has created a very eroded swale, which creates a hazardous condition for our residents and users of the Park, as well as creating sediment laden runoff. The Engineering Department is requesting authorization to extend the pipe, mitigate the dangerous swale, and stabilize the outfall.

**Implementation Schedule:** Pending Board of Commissioners authorization, bidding documents will be placed on Penn Bid e-bidding site. After the opening of the sealed bids, Engineering will be back before the Board of Commissioners to request award of the repair contract.

**Fiscal Impact:** This project is noted in the 2018 Board of Commissioners Approved Budget, Stormwater Fund Capital and Infrastructure, Capital Improvements, account #04430600-51005.

**Recommended Action:** I respectfully request the Board of Commissioners authorize the Engineering Department to Receive Sealed Bids for the Maplewood Avenue Storm Sewer Extension Project.

**RESOLUTION NO. 2018-34**  
**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE**  
**COUNTY, PENNSYLVANIA, AUTHORIZING THE**  
**ENGINEERING DEPARTMENT TO RECEIVE SEALED**  
**BIDS FOR THE REPAIR OF THE PEDESTRIAN TRUSS**  
**BRIDGE IN SKUNK HOLLOW PARK**

*WHEREAS*, the pedestrian truss bridge over Little Darby Creek, in Skunk Hollow Park, has been damaged

*WHEREAS*, plans, specifications, and bidding documents have been created, in order to make repairs to the pedestrian bridge

*WHEREAS*, the Engineering Department is requesting authorization to receive sealed bids for the repair of the pedestrian bridge

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby authorize the Engineering Department to Receive Sealed Bids for the Repair of the Pedestrian Truss Bridge in Skunk Hollow Park

*SO RESOLVED* this 12<sup>th</sup> day of March, A.D., 2018

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President


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

# Radnor Township

## PROPOSED LEGISLATION

**DATE:** March 6, 2018

**TO:** Radnor Township Board of Commissioners

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

**CC:** Robert A. Zienkowski, Township Manager  
William R. White, Assistant Township Manager & Finance Director  
Tammy L. Cohen, Director of Recreation and Community Programming  
Stephen J. McNelis, Interim Director of Public Works

**LEGISLATION:** **Resolution #2018-34 - Authorizing the Engineering Department to Receive Sealed Bids for the Repair of the Pedestrian Truss Bridge in Skunk Hollow Park**

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

**PURPOSE AND EXPLANATION:** Located in Skunk Hollow Park, the Pedestrian Bridge over Little Darby Creek has been damaged for some time. After a structural investigation, the number of pedestrians that may cross has been limited, and signs posted to that affect. Structural repair drawings have been prepared by Meliora Design, Incorporated, with the other documents prepared by Engineering Department staff. The Engineering Department is requesting to receive sealed bids for the repair of this often-used pedestrian bridge.

**Implementation Schedule:** Pending Board of Commissioners authorization, bidding documents will be placed on Penn Bid e-bidding site. After the opening of the sealed bids, Engineering will be back before the Board of Commissioners to request award of the repair contract. It is anticipated that this will occur in the May.

**Fiscal Impact:** This work will be funded by account #5180901H-48113, Skunk Hollow Improvements.

**Recommended Action:** I respectfully request the Board of Commissioners authorize the Engineering Department to Receive Sealed Bids for the Repair of the Pedestrian Truss Bridge in Skunk Hollow Park.

# Public Participation



ORDINANCE NO. 2018-03

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF  
RADNOR, CHAPTER 270, VEHICLES AND TRAFFIC, SECTION  
270-30, TIME LIMIT PARKING.

The Board of Commissioners of the Township of Radnor does hereby ENACT and ORDAIN the following amendments to Chapter 270-30 as follows:

Section 1. Section 270-30, Parking Requirements of the Code of the Township of Radnor to enact the following parking requirements:

Name of Street	Side	Hours	Location
900 Block Glenbrook Avenue	South	6:00 PM - 6:00 AM Permit Parking Only	From Beatrice Drive in a westerly direction to Charles Drive

Section 2. Permit Parking Only.

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 March 2018.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President

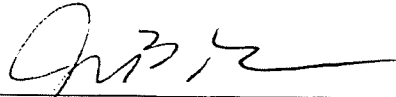
Attest: \_\_\_\_\_  
Robert A. Zienkowski, Secretary

[    ] Delete

\_\_\_\_\_ Add

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 March 12, 2018.



---

John B. Rice, Esquire  
Grim, Biehn & Thatcher  
Township Solicitor

J. LAWRENCE GRIM, JR.  
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  
STEPHEN J. KRAMER  
REBECCA A. O'NEILL †  
MICHAEL K. MARTIN  
JULIANNE E. BATEMAN

\* 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  
123RD ANNIVERSARY 1895-2018

[www.grimlaw.com](http://www.grimlaw.com)

John B. Rice  
e-mail: [jrice@grimlaw.com](mailto:jrice@grimlaw.com)

JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET  
P.O. BOX 215  
PERKASIE, PA. 18944-0215  
(215) 257-6811  
FAX (215) 257-5374  
  
(215) 536-1200  
FAX (215) 538-9588  
  
(215) 348-2199  
FAX (215) 348-2520

February 28, 2018

Delaware County Law Library  
Delaware County Courthouse  
201 W. Front Street  
Media, PA 19063

Re: Traffic Ordinance – Glenbrook Avenue  
Radnor Township

Dear Sir/Madam:

Enclosed for filing with your office, 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 March 12, 2018. Please keep the enclosed Ordinance available for public inspection and/or photocopying through the hearing date.

If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

**GRIM, BIEHN & THATCHER**

By: 

John B. Rice

JBR/hlp

Enclosure

cc: Robert A. Zienkowski, Township Manager (w/encl.) – via email  
Jennifer DeStefano (w/encl.) – via email

**ORDINANCE NO. 2018-05**

**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 20 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 12<sup>th</sup> day of March, 2018.

RADNOR TOWNSHIP

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

Name: Lisa Borowski

Title: President

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

2.1.18

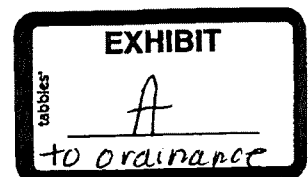
**LEASE AGREEMENT**

**BETWEEN**

**RADNOR TOWNSHIP**

**AND**

**WILLOWS PARK PRESERVE**



## LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between RADNOR TOWNSHIP, a municipal subdivision of the Commonwealth of Pennsylvania (hereinafter called "Township"), and WILLOWS PARK PRESERVE a Pennsylvania nonprofit corporation (hereinafter called "WPP").

### 1. DEFINED TERMS.

(a) "Leased Premises": shall mean the Willows Mansion building, including the patio, located at 490 Darby-Paoli Road, Radnor Township, Pennsylvania, and known hereinafter as "the Mansion".

(b) "Park": shall mean Willows Park a public park owned by the Township. The Leased Premises is located in the Park.

(c) "Term":

(i) The Term of this Lease shall commence upon completion of all contingencies as set forth in paragraphs 1 and 2 of the Addendum ("Commencement Date") and shall expire 20 years from the date when a certificate of occupancy is issued for the Mansion after the construction is completed. Upon completion of all contingencies, the parties shall confirm in writing the Commencement Date.

(ii) Upon completion of the initial 20 year Term, the Lease shall automatically renew for additional periods of 1 year each (each a "Renewal Term") unless either party gives notice to the other in writing at least six (6) months prior to the last day of any Renewal Term.

(iii) Upon the execution of this Lease, WPP shall have early access to the Leased Premises and the Park in furtherance of the Permitted Uses.

2. **LEASED PREMISES.** Township, subject to the provisions and conditions hereof, leases to WPP and WPP accepts from Township, the Leased Premises. WPP shall not use or occupy, or permit or suffer to be used or occupied, the Leased Premises or any part thereof, other than for the Permitted Uses, as described below. WPP shall have a right of first offer with regard to any improvements to or use of the cottage located in the Park by a third party. This right will not apply to Township proposed improvements or uses.

3. **LEASE PURPOSE.** To restore the Mansion, and to maintain and operate programs from the Leased Premises, thereby alleviating the Township's burden of preserving the Leased Premises, to seek Arboretum status in the Park, and furthermore to provide innovative programs for all age groups and to make the Leased Premises available for community and fundraising events to support the preservation of the Leased Premises as a historic, community resource.

4. **PERMITTED USES.** WPP is a non-profit organization providing cultural, educational, recreational, historical, and community programs to the public. 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 and maintenance of the Mansion. WPP may make the Leased Premises available to other persons, groups and organizations for cultural, educational, recreational, historical or charitable events. WPP may use the Park for arboretum purposes, provided any such plan is approved by the Board of Commissioners. 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. Subject to the approval of the Board of Commissioners, WPP may expand its holistic approach to other areas of the Park.

5. **USE OF PARK.** WPP shall have the non-exclusive use of the Park to seek an Arboretum status. WPP shall have the non-exclusive use of the parking areas in the Park, for the purpose of parking vehicles of WPP and its guests. WPP shall at all times 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 Township. WPP shall be entitled 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. WPP shall have use of the parking lot adjacent to the Leased Premises.

6. **RENT.** The Rent for the Term shall be One Dollar (\$1.00) per year, payable 10 years in advance, upon commencement of this Lease.

7. **UTILITIES AND SERVICES.** After the date when the certificate of occupancy is issued and subject to the WPP being Self-Sustaining (as that term is defined in Section 7 of the attached Addendum), WPP will be responsible, at its sole cost and expense, to pay for (a) all utilities (including, electricity, gas, water, and sewer,) that are furnished to or consumed within the Leased Premises. WPP shall be responsible for telephone, cable, and internet services.

8. **WPP RESPONSIBILITIES.**

(a) **MAINTENANCE/REPAIR.** WPP and the Township shall cooperate in maintaining and keeping the Leased Premises in good order and repair, for its intended use as a community resource once the construction and renovation has occurred as described in paragraph nine. If Township determines that maintenance and/or repairs are necessary to keep the Leased Premises in good order and repair, it shall be Township's obligation to perform such additional maintenance and repairs. All work performed by WPP or Township shall be done in a good and workmanlike manner in accordance with all applicable laws and ordinances.

(b) **ALTERATIONS/ADDITIONS.** WPP shall not make any alterations or additions to the Leased Premises without the prior written approval of Township, except for minor maintenance and repair work. All alterations or additions performed by WPP shall be done in a good and workmanlike manner in accordance with all applicable laws and township ordinances. Upon expiration or earlier termination of this Lease, all such alterations or additions

shall remain at the Leased Premises and shall become the property of Township without payment by Township.

(c) Any proposed resident caretaker shall be subject to a separate agreement between WPP and the Township.

(d) WPP shall comply at all times with any and all Federal, State and Township statutes, regulations, ordinances, or other requirements, including any insurers insuring the building relating to WPP's use, occupancy or alteration of the Leased Premises.

## **9. TOWNSHIP RESPONSIBILITIES.**

(a) Prior to the commencement and use of the Leased Premises by WPP, the Township shall initiate the bidding and construction process to implement improvements to the Mansion consistent with the goals of the WPP. The Township has budgeted \$1,816,660 in funding to make improvements to the Leased Premises and WPP has secured \$1,000,000 in donor funding pursuant to a Charitable Gift Agreement with Addendums. Attached hereto as **Exhibit "A"** is the Township's 2018 budget and attached as **Exhibit "B"** is the Charitable Gift Agreement with Addendum #1 and Addendum #2.

(b) Subject to the public bidding process, WPP shall have the right to review and provide input on the selection of the architect, designer, and contractor for the improvements and may attend all construction meetings. The Township will contract and pay all architects and construction vendors in accordance with public bidding requirements and township procedures. The Township shall be responsible for all aspects of constructing and paying for the improvements provided the improvements and costs are within budgeted funds. Budgeted funds include both the Township funds of \$1.8 million and Donor funds of \$1 million. WPP shall have no liability for or responsibility to complete the improvements.

(c) 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 all sewer and other utility lines; (iii) provide trash and recyclables removal from the Leased Premises in accordance with Township's general trash and recyclables removal policies; (iv) provide cleaning services, except for any WPP private events; (v) mow the grass, remove leaves and maintain the landscaping around the Leased Premises; (vi) provide building maintenance, repairs and replacements necessary for the intended uses, including, but not limited to HVAC services, roof, foundation, elevator, pest control and gutter cleaning; and (vii) provide all commercially reasonable fire protection and fire alerts and inspections and security alarm services.

**10. SUBLETTING AND ASSIGNING.** WPP shall not assign this Lease or sublet all or any portion of the Leased Premises without first obtaining Township's prior written consent, which shall not be unreasonably withheld, provided that any tenant/caretaker premises shall be code compliant.



**11. TOWNSHIP'S INSURANCE.**

(a) Township shall carry all risk property 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 insuring the improvements and betterments located at the Leased Premises for one hundred percent (100%) of the replacement value thereof, together with all other coverages deemed appropriate by Township.

(b) 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 WPP. If this Lease is not so terminated by Township, Township shall proceed with reasonable diligence to restore the Leased Premises.

**12. WPP INSURANCE.** WPP shall purchase and maintain throughout the term of this lease its own general liability and renters insurance, including other required insurance for its volunteers and employees. WPP insurance may be in the form of a rider to the Township's insurance policies if approved by the Township.

**13. 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.

**14. DEFAULT.**

(a) If (i) WPP sublets the Leased Premises or assigns this Lease in violation of the provisions of Section 10 hereof; or (ii) WPP fails to maintain the insurance required pursuant to Section 14 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) Township acknowledges that WPP shall provide \$1,000,000 for improvements to the Leased Premises; and therefore, notwithstanding anything to the contrary herein, Township agrees that prior to initiating a default notice under this Section, Township and WPP shall negotiate in good faith for a period of 30 days after receipt of notice of a dispute from the other to resolve any issues or potential defaults before claiming a default under this Section.

(c) 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.

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

**16. MUTUAL RELEASE.**

(a) 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.

(b) 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.

(c) 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.

**17. ACCESS.** 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.

**18. EXPIRATION OR EARLIER TERMINATION; HOLDING-OVER.** WPP, upon sixty (60) 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.

19. **QUIET ENJOYMENT.** Township covenants and agrees that WPP, so long as it shall not be in material default hereunder, shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

20. **WAIVER OF LIENS.** WPP agrees that in the event that the Township gives written approval and permits any alterations or repairs to be made to the Leased Premises, that before any work is started or performed, a waiver of liens shall be prepared by the 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).

21. **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 Avenue, Radnor, PA 19087

To WPP: Willows Park Preserve  
234 Walnut Avenue  
Wayne, PA 19087

## 22. MISCELLANEOUS

(a) WPP represents and warrants to Township that WPP has dealt with no broker, agent or other intermediary in connection with this Lease.

(b) The covenants and agreements contained in this lease shall be binding on the parties hereto and on their respective successors and permitted assigns.

(c) 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.

(d) 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.

(e) This Lease, the exhibits, and addendum 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.

(f) 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.

(g) 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.

(h) This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(i) 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.

(j) 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.

(k) 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.

**23. MEDIATION/ARBITRATION.** 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.

**TOWNSHIP:**

RADNOR TOWNSHIP

Attest: \_\_\_\_\_

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

Name:

Title:

**WILLOWS PARK PRESERVE:**

WILLOWS PARK PRESERVE

Attest: \_\_\_\_\_

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

Name:

Title:

**Willows Mansion Operations  
Five Year Plan**

	1ST FLOOR OPEN BY CONSTRUCTION JUNE 2018	12 MONTHS ACTIVITY 2019	12 MONTHS ACTIVITY 2020	12 MONTHS ACTIVITY 2021	12 MONTHS ACTIVITY 2022
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**Revenue LIMIT LARGE EVENTS TO 25 PER YEAR** \$ - \$ 75,000 \$ 150,000 \$ 225,000 \$ 302,000

**Expense Category**

**Willows Park Preserve Non-Profit Incremental Expense**

**Staff**

Marketing/Scheduling/Facility Management Coordinator

Salary	\$40,000	\$60,000	\$60,000	\$60,000	\$60,000
Fringes	\$16,000	\$24,000	\$24,000	\$24,000	\$24,000
Fill in Custodian/Day-Of Coordinating (Hourly)		\$13,000	\$13,000	\$13,000	\$13,000
Salary		\$28,000	\$28,000	\$28,000	\$28,000
Fringes		\$16,000	\$16,000	\$16,000	\$16,000

**Contracted Services**

Cleaning-- Large Events		\$7,000	\$14,000	\$14,000	\$14,000
Minor Repairs		\$5,000	\$9,000	\$9,000	\$9,000
Web Design and hosting	\$12,000	\$6,000	\$6,000	\$6,000	\$6,000

**Consultants:**

Grant writers/ Graphic Design/ Historical Designation	\$10,000	\$2,000	\$2,000	\$2,000	\$2,000
Event Contract Development	\$6,000				
Event Planning Consultation	\$9,000				
Computers/Printers/ Software/ Website	\$9,000	\$4,000	\$4,000	\$4,000	\$4,000
Office Supplies/ phone/internet	\$10,000	\$12,000	\$12,000	\$12,000	\$12,000
Event and Donor Literature	\$15,000	\$12,000	\$12,000	\$12,000	\$12,000

**Organizational Expenses**

Accounting Software & Audit	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Legal	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
D & O Insurance	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

**Total Non-Profit Expense** \$136,500 \$198,500 \$209,500 \$209,500 \$209,500

**RESERVES FOR FUTURE REPAIRS** \$0 \$50,000 \$50,000 \$50,000 \$50,000

**Total Non-Profit Expense with Reserves** \$136,500 \$248,500 \$259,500 \$259,500 \$259,500

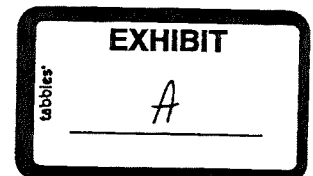
**ANNUAL TOWNSHIP CONTRIBUTION** -\$136,500 -\$173,500 -\$109,500 -\$34,500 \$42,500

**\*\*\* Township continues to pay these annual expenses and provide these services**

- Property Insurance
- Trash Hauling
- Snow Removal
- Grounds Maintenance & Trees
- HVAC Maintenance
- Electricity
- Water
- Fire Protection Inspection
- Security Alarm Monitoring
- Pest Control
- Gutter Cleaning & Ornamental Planting Maintenance

**One Time Start up costs**

Furniture Tables and Chairs	\$ (50,000)
Outdoor Tables, planting, pots	\$ (40,000)
Kitchen equipment/APPLIANCES	\$ (40,000)
Start up Expense	\$ (130,000)



**CONFIDENTIAL**

ADDENDUM TO  
CHARITABLE GIFT  
AGREEMENT, DATED  
SEPTEMBER 10, 2017

THIS Addendum to the CHARITABLE GIFT AGREEMENT ("Agreement") dated September 10<sup>th</sup>, 2017 is made between an individual with an address at [REDACTED] 19333 (the "Donor") and Willows Park Preserve, a Pennsylvania nonprofit corporation (E.I.N. 82-2732470, Pennsylvania Business Entity Number 6603389), with a registered address at 234 Walnut Avenue, Wayne, PA 19087 (the "Donee") (each a "Party"; together the "Parties").

WITNESSETH:

WHEREAS, Donor is committed to providing funding toward the repair, renovation, restoration and construction of the Willows Mansion (the "Mansion") in Radnor Township (the "Township") for the public's use and enjoyment; and

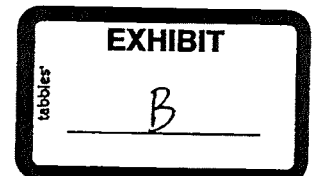
WHEREAS, on September 10<sup>th</sup>, 2017, Donor and Donee entered into a Charitable Gift Agreement specifically for the purposes of maintaining the Mansion, and thereby alleviating the Township's burden of caring for and preserving this historic property, and Donee fulfills its mission by supporting the repair, renovation, restoration and construction of the Mansion, promoting the Mansion, making the Mansion open and available for public use and enjoyment, leading innovative programs for all ages in the Mansion, making the Mansion available for various events held by members of the community and fundraising to support the maintenance of the Mansion as a historic treasure and community resource (A signed copy of this Charitable Gift Agreement is attached hereto and incorporated by reference herein); and

WHEREAS, Donor intends to support the Township's repair, renovation, restoration and construction of the Mansion (the "Project") and Donor desires to support the Project by pledging One Million Dollars (\$1,000,000); and

WHEREAS, the payment terms of the One Million Dollar (\$1,000,000) donation specified in the Agreement caused an undue burden on the township; and

WHEREAS, in connection with its support of the Project, Donor wishes to modify and amend the schedule of the pledge (defined below) and replace in its entirety Paragraph 1 of the September 10, 2017 signed Agreement with the following:

1. Pledge of Funds. Donor irrevocably pledges to match any and all third-party donations made to the Donee, including, but not limited to, those made by the Township, that are intended to be used in furtherance of the renovation, restoration, repair and construction of the Mansion, in an amount not to exceed One Million Dollars (\$1,000,000) (the "Funds") payable on the following schedule:



500,000.00

Upon the full and complete expenditure of the Township's allocated budget of One Million, Eight Hundred Thousand (\$1,800,000.00), Donor will contribute Five Hundred Thousand (\$500,000) during the calendar year 2018, and contribute the remaining Five Hundred Thousand (\$500,000.00) in January, 2019.

Donor authorizes Donee to share a redacted copy of this document with the Township.

All other paragraphs and provisions of the Charitable Gift Agreement dated September 10, 2017 remain in full force and effect and are incorporated herein by reference as if reproduced in their entirety.

**If to Donor:**

[Redacted]

With a copy to:

J. Stoddard Hayes, Jr., Esq.  
Gawthrop Greenwood, PC  
17 E. Gay St, Ste 100  
West Chester, PA 19380  
Email: [jhayes@gawthrop.com](mailto:jhayes@gawthrop.com)

Ronald Logue  
Wilmington Trust Company  
1100 N. Market St.  
Wilmington, DE 19899  
[rlogue@wilmingtontrust.com](mailto:rlogue@wilmingtontrust.com)

**If to Donee:**

Christina Perrone, Co-Founder  
234 Walnut Ave.  
Wayne, PA 19087

Tish Long, Co-Founder  
35 Aldwyn Lane  
Villanova, PA 19085



**ADDENDUM TO LEASE BETWEEN RADNOR TOWNSHIP AND  
WILLOWS PARK PRESERVE**

The parties have agreed to work together cooperatively to restore and maintain the Leased Premises and to insure that Willows Park Preserve ("WPP") can generate revenue from fundraising and public or private events to cover its operating costs and to establish a reasonable reserve to serve the mutual goal of making the operation self-sustaining. To that end the parties have agreed to the following parameters as to: 1) the financing and construction of the proposed improvements; and 2) the rental and programming activities of WPP.

1. The Township has budgeted and allocated \$1,816,660 in funds to renovate the property in accordance with an improvements plan agreed to by the parties and which is consistent with the goals of the WPP. Upon the execution of this Lease, the Township will expend a portion of its allocated funds to hire an architect to prepare plans and construction documents. Upon lease execution, the Township will allow \$100,000.00 of such restricted funds to be used by WPP for pre-opening marketing costs and operating expenses. The release of the remaining Township funds shall be contingent upon: a) the approval of WPP as a 501(c) 3 tax exempt organization; and b) execution by the Township of a construction contract to improve the Mansion.
2. WPP has secured a \$1,000,000 donation to be used to support the renovation of the leased premises and the mission of WPP. Additionally, pursuant to Addendum #2 of the Charitable Gift Agreement, Donor shall provide an additional \$100,000 for pre-opening marketing costs and operating expenses. Upon award of a successful bid and execution of a construction contract by the Township, Township funds and WPP donated funds (as per the terms of the Donor Agreement) shall be deposited in a separate account and held by the Township to administer the implementation and payment of the designated contractor and expenses of construction. Any surplus shall be returned to the WPP.
3. The proposed improvements shall be subject to public bidding by the Township in accordance with township, state and federal requirements. WPP shall have input throughout the construction process but all final decisions regarding the means and manner of constructing the improvements shall remain with the Township, including payment applications, change orders and construction management. The Township shall designate a representative who shall handle all correspondence and information related to the construction.
4. In utilizing the renovated Mansion, all WPP employees and volunteers working on Township property shall be subject to such ongoing background checks as deemed reasonably necessary by the Township. Any caretaker/sub-tenants shall likewise be subject to the reasonable approval and clearance by the Township.

5. WPP shall be responsible for set-up and janitorial services for all activities and events that it sponsors at the Leased Premises.
6. The Township and WPP shall meet at least annually to discuss a budget for any required maintenance and repairs of the Mansion.
7. WPP will make commercially reasonable efforts to be "self-sustaining". "Self-sustaining" means generating revenue from fundraising and events to cover its operating expenses, exclusive of expenses covered by the Township as outlined in this Lease, plus a reasonable reserve. The Township and WPP agree that once the apartment and Mansion meet code requirements, a caretaker or facility director may be permitted to rent the apartment, subject to further agreement with the Township. The Township may audit WPP on at least an annual basis and shall be entitled to all WPP financial records within 20 days of a request.
8. The Township and WPP shall meet at least annually to establish a schedule of Mansion use for: a) major, private uses; and 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. For each major event, WPP shall coordinate in advance with the Township to address hours of operation, parking and necessary security issues.

## LEGAL NOTICE

Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, approving a lease agreement between the Township of Radnor and Willows Park Preserve.

The Board of Commissioners will hold a public hearing on March 12, 2018, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

RADNOR TOWNSHIP  
BOARD OF COMMISSIONERS  
301 Iven Avenue  
Wayne, PA 19087-5297

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on March 12, 2018.



---

John B. Rice, Esquire  
Grim, Bjehn & Thatcher  
Township Solicitor

J. LAWRENCE GRIM, JR.  
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  
STEPHEN J. KRAMER  
REBECCA A. O'NEILL\*†  
MICHAEL K. MARTIN

\* ALSO ADMITTED IN NEW JERSEY  
◊ ALSO ADMITTED IN NEW YORK  
† MASTERS IN TAXATION  
+ ALSO A CERTIFIED PUBLIC ACCOUNTANT

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www.grimlaw.com

John B. Rice  
e-mail: jrice@grimlaw.com

JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET  
P.O. BOX 215  
PERKASIE, PA. 18944-0215  
(215) 257-6811  
FAX (215) 257-5374  
  
(215) 536-1200  
FAX (215) 538-9588  
  
(215) 348-2199  
FAX (215) 348-2520

February 20, 2018

VIA ELECTRONIC CORRESPONDENCE

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

Re: Radnor Township – Willows Park Preserve Ordinance

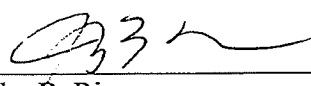
Dear Legal Department:

Enclosed please find for advertisement one (1) time in the March 1<sup>st</sup> edition of your newspaper, a Legal Notice for the possible enactment of the above ordinance by the Board of Commissioners of Radnor Township at their meeting on March 12, 2018. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Robert Zienkowski, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

**GRIM, BIEHN & THATCHER**

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

  
John B. Rice

JBR/hlp  
Enclosure

cc: Jennifer Destefano (w/encl.) – via email  
Robert A. Zienkowski (w/encl.) – via email

Motion to approve release  
of report on McCone  
ethics complaint

Discussion regarding  
Smoking Ban in Township  
Parks (*Requested by  
Commissioner Abel*)

ORDINANCE NO. 2018-01

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 235, SEWERS, BY CREATING A NEW ARTICLE VI, "ADOPTION OF PWD WASTEWATER CONTROL REGULATIONS BY REFERENCE" WHICH FORMALLY ADOPTS THE PHILADELPHIA WATER DEPARTMENT SEWER AND WASTEWATER CONTROL REGULATIONS AS AMENDED JANUARY 1, 2013 FOR THAT PORTION OF THE SANITARY SEWER SYSTEM OF RADNOR TOWNSHIP WHICH FLOWS INTO LOWER MERION TOWNSHIP

*WHEREAS*, the City of Philadelphia requires that all contributing municipalities adopt by reference its Wastewater Control Regulations; and

*WHEREAS*, a portion of the Radnor Township wastewater flow enters the Lower Merion Township wastewater system and ultimately discharges to the City of Philadelphia wastewater facilities; and

*WHEREAS*, Lower Merion Township has requested that Radnor Township adopt and incorporate the Philadelphia Water Department Wastewater Control Regulations as adopted on January 1, 2013.

*WHEREAS*, Radnor Township wishes to adopt and incorporate the Philadelphia Water Department Wastewater Control Regulations into Chapter 235 of its Code of Ordinances.

*NOW, THEREFORE*, be it hereby *ENACTED* and *ORDAINED* by the Radnor Township Board of Commissioners as follows:

**SECTION 1.** Chapter 235, Article VI, Adoption of PWD Wastewater Control Regulations by Reference, is hereby added to read as follows:

**ARTICLE VI: Adoption of PWD Wastewater Control Regulations by Reference**

**§235-29. Adoption and Incorporation.**

Radnor Township hereby adopts and incorporates by reference the City of Philadelphia Water Department ("PWD") Wastewater Control Regulations, effective January 1, 2013 which shall apply to all Radnor Township wastewater flowing into the Lower Merion Township Wastewater System. A copy of the January 1, 2013 PWD Wastewater Control Regulations is attached hereto and incorporated herein as *Exhibit "A"*.

**§235-30. Additional Requirements.**

The Township's adoption of the PWD Wastewater Control Regulations shall be implemented and enforced in accordance with the following additional requirements:



- A. The PWD and/or Township may enforce the PWD Wastewater Control Regulations, including inspections and penalties, and shall provide notice of such enforcement.
- B. All notifications and reports required by a user subject to the PWD Wastewater Control Regulations shall be provided to both the PWD and the Township.
- C. Any industrial user responsible for any accidental discharge of wastewater must immediately notify both the PWD and the Township of said discharge.
- D. The knowing transmittal of false information by an industrial user to either the PWD or the Township is prohibited and constitutes a wastewater control regulation violation.
- E. The PWD or the Township may require an industrial user to install monitoring and pretreatment facilities, and these shall be provided and operated at the user's own expense.
- F. Any authorized officer or employee of the PWD may, upon twenty-four (24) hours' notice to the Township, enter and inspect, sample or test at any reasonable time any part of the Township's wastewater collection system, and, as permitted by law, enter onto private property to inspect, sample or test waste discharges of industrial users; the Township may also choose to inspect, sample and test waste discharges of the industrial users subject to the PWD Wastewater Control Regulations.
- G. Where a discharge to the wastewater collection system appears to present an imminent danger to the health and welfare of persons, or presents or may present an imminent danger to the environment, or threatens to interfere with the operation of the PWD's wastewater treatments system, the PWD or the Township may immediately initiate steps to identify the source of the discharge, and to prevent said discharge.
- H. In addition, to those penalties for violations specified in the PWD Wasterwater Control Regulations, effective January 1, 2013, any user who is found to have violated, continues to violate or fails to comply with any provisions of the regulations and permits issued hereunder shall be liable to the Township for a civil penalty not to exceed \$1,000 plus attorneys fees and costs of prosecution for each and every violation or, in default of payment of such fine and costs, to undergo imprisonment for not more than ninety (90) days for each violation. Each day a violation continues shall constitute a separate offense.

**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 Radnor Township Home Rule Charter.

**ENACTED** and **ORDAINED** this \_\_\_ day of \_\_\_\_\_, 2018.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President

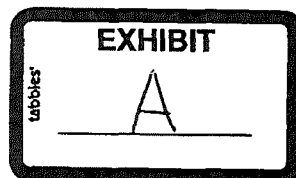
Attest: \_\_\_\_\_  
Robert A. Zienkowski, Secretary

# **PHILADELPHIA WATER — DEPARTMENT —**

## **PHILADELPHIA WATER DEPARTMENT SEWER & WASTEWATER CONTROL REGULATIONS**

**Effective January 1, 2013**

**Also available at  
<http://www.phila.gov/water/PDF/PWDregCH5.pdf>**



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**CHAPTER 5  
SEWER & WASTEWATER CONTROL**

**500.0 CROSS CONNECTED SEWER  
LATERALS**

**500.1 Definitions**

(a) City shall mean the City of Philadelphia acting through its Water Department (Department) or other City departments.

(b) Cross Connection shall mean a connection of sewer lateral(s) to the sewer main(s) such that a Dye Test, as herein defined, has demonstrated that flow in the sanitary sewer lateral discharges only to the City's municipal separate storm sewer system.

(c) Dye Test shall mean a test utilizing water-soluble dyes conducted by the City for the purpose of investigating the discharge of sewage into the municipal separate storm sewer system.

(d) Internal Cross shall mean the connection of particular plumbing fixture(s) within the property such that a Dye Test, as herein defined, has demonstrated that the flow from these particular plumbing fixture(s) within the property discharges to the municipal separate storm sewer system while flow from the other plumbing fixture(s) within the property discharges to the sanitary sewer.

**500.2 General Policy**

Cross Connections and Internal Crosses result in the discharge of untreated sewage into rivers and streams. Cross Connections and Internal Crosses are public nuisances and are prohibited by the Philadelphia Code, the Pennsylvania Clean Streams Law and the federal Clean Water Act. The

investigation of Cross Connections and Internal Crosses is necessary for the health and safety of the public. The hindrance of Cross Connection investigations or Internal Cross investigations is prohibited. Cross Connections or Internal Crosses that are identified must be promptly abated.

**500.3 Investigation of Cross Connections**

As a condition of water and sewer service, the City shall be permitted access to all properties for the purpose of conducting Dye Tests and other investigations to identify Cross Connections.

**500.4 Abatement of Cross Connections**

(a) When a Cross Connection has been identified by a Dye Test, the Department shall notify the property owner, and the Department shall arrange for and bear the cost of the abatement of the Cross Connection.

(b) The property owner and any other occupant shall cooperate with the Department to abate the Cross Connection.

(1) The property owner and any other occupant shall provide the City, its agents or contractors with access to the property for testing, developing work orders, plumbing repair, inspections and other necessary or desirable work.

(2) Failure to comply with this Section may result in the suspension of water service and/or imposition of other penalties established by law.

**500.5 Investigation of Internal Crosses**

As a condition of water and sewer service, the City shall be permitted access to all properties for the purpose of conducting Dye

Tests and other investigations to identify Internal Crosses.

#### **500.6 Abatement of Internal Crosses**

(a) Except as provided in Section 500.6(e) of these Regulations, when an Internal Cross has been identified at a property, the property owner shall arrange and bear the cost of the abatement of the Internal Cross.

(b) Internal Crosses shall be abated within thirty (30) days from the date of notification by the City, or such shorter period as determined necessary by the City to protect public health and safety or the environment. The City's notification shall state the time period granted for abatement. Failure to promptly abate the Internal Cross may result in the suspension of water service and/or the imposition of other penalties established by law.

(c) The property owner and any other occupant shall provide the City, its agents or contractors with access to the property for testing, developing work orders, plumbing repair, inspections and other necessary or desirable work.

(d) Failure to comply with this Regulation may result in the suspension of water service and/or imposition of other penalties established by law.

(e) Subject to the availability of funds, the owner of a property where an Internal Cross has been identified may be eligible for the Water Department assistance program if that property owner can satisfy the conditions set forth in Sections 200.2(a)(c)(e) and (f), Section 200.3, and Section 200.4 of these Regulations.

#### **501.0 WASTEWATER CONTROL**

Whereas, the Philadelphia Home Rule Charter, Section 5-800 et seq. mandates that the Philadelphia Water Department operate the City of Philadelphia ("City") water supply and wastewater system; and

Whereas, the Philadelphia Water Department must ensure sound and safe operation of the City wastewater treatment plants and sewer system ("Wastewater System"); and

Whereas, the Federal Clean Water Act requires that the City prevent the introduction of pollutants into the City Wastewater System which will interfere with the operation of the Wastewater System or contaminate the resulting sludge; and

Whereas, an objective of the Federal Clean Water Act requires that the City prevent the introduction of pollutants into the City Wastewater System which will pass through the Wastewater System, inadequately treated, into receiving waters or atmosphere or otherwise be incompatible with the Wastewater System; and

Whereas, an objective of the Federal Clean Water Act is to improve the opportunity to recycle and reclaim wastewater and sludge from the Wastewater System.

Now therefore, the City of Philadelphia Water Department promulgates these Wastewater Control Regulations ("Regulations").

#### **501.1 Purpose and Policy**

The purposes of these Regulations are:

(a) To set forth uniform requirements for direct and indirect contributors to the City

Wastewater System owned and operated by the City of Philadelphia and to enable the City to comply with all applicable state and federal laws required by the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403) and the National Categorical Pretreatment Standards (40 CFR Chapter I, Subchapter N).

(b) To prevent the introduction of pollutants into the City Wastewater System which will:

(1) interfere with the operation of the Wastewater System;

(2) contaminate the resulting sludge;

(3) cause the Wastewater System to violate its National Pollutant Discharge Elimination System ("NPDES") discharge permit;

(4) pass through the Wastewater System, inadequately treated, into receiving waters or the atmosphere; or

(5) be otherwise incompatible with the Wastewater System.

(c) To improve the opportunity to recycle and reclaim wastewaters and sludges from the Wastewater System. These Regulations provide for the regulation of direct and indirect contributors to the City Wastewater System through the issuance of permits to certain non-domestic users and Industrial Users and through enforcement of general requirements for other Users: the Regulations authorize monitoring and enforcement activities and require User reporting and compliance schedule submissions.

## 501.2 Definitions

Unless the context specifically indicates otherwise, the following terms and phrases, as used in these Regulations, shall have the following meanings:

(a) Act or "the Act" or Clean Water Act: Federal Water Pollution Control Act, as amended by the Federal Water Pollution Control Act Amendments of 1972, the Clean Water Act of 1977 and the Water Quality Act of 1987, and any subsequent amendments thereto.

(b) Approval Authority: The Director in an NPDES state with an approved State Pretreatment Program and the Administrator of the EPA in a non-NPDES state or NPDES state without an Approved State Pretreatment Program.

(c) Authorized Representative of Industrial User:

(1) In the case of a corporation, a president, secretary, treasurer or vice president of the corporation who is in charge of a principal business function;

(2) In the case of a partnership or proprietorship, a general partner or proprietor; and

(3) A duly authorized representative of the individual designated above if:

(A) such representative is responsible for the overall operation of the facilities from which the indirect discharge into the Publicly Owned Treatment Works ("POTW") originates;

(B) the authorization is in writing; and

(C) the written authorization is submitted to the City.

(d) Best Management Practices or BMPs: Management practices that are implemented to comply with any Pretreatment Standard or Requirement. Such activities include, but are not limited to, schedules of activities, prohibitions of practices, and maintenance procedures.

(e) Biochemical Oxygen Demand or BOD<sub>5</sub>: The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at 20 degrees Celsius expressed in terms of concentration (milligrams per liter (mg/l)).

(f) Building Sewer: A private sewer conveying wastewater from the premises of a User to the City Wastewater System.

(g) Bypass: The intentional diversion of wastestreams from any portion of an Industrial User's pretreatment facility.

(h) Categorical Standards: National Categorical Pretreatment Standards.

(i) City: The City of Philadelphia, including, but not limited to, the Philadelphia Water Department.

(j) Collector System: All piping leading to a treatment plant, including those pipes connected to a combined sewer overflow that lead directly to a receiving stream.

(k) Commissioner: The Water Commissioner of the City of Philadelphia or his designee.

(l) Commonwealth: The Commonwealth of Pennsylvania.

(m) Composite Sample: A series of samples based on time (time-proportioned) or flow (flow-proportioned), taken over a given period of time and combined in a single reservoir to determine pollutant level(s).

(n) Cooling Water: The water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat and which does not contain a level of contaminants detectably higher than that of the source of the water.

(o) Daily Maximum: The maximum allowable discharge of a pollutant during a calendar day or other twenty-four (24) hour period as allowed by the POTW. Where maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of a day. Where daily maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average of all measurements taken that day.

(p) Direct Discharge: The discharge of treated or untreated wastewater directly to the waters of the Commonwealth which may occur through the City's stormwater conduits or combined sewer outfall structures.

(q) Effluent Data: For any user discharging wastewater to the City's sewer system, effluent data shall mean:

(1) Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to water quality) of any pollutant which has been discharged by the source (or of any pollutant resulting from any discharge from the source), or any combination of the foregoing;



(2) Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to water quality) of the pollutants which, under an applicable standard or limitation, the source was authorized to discharge (including, to the extent necessary for such purpose, a description of the manner or rate of operation of the source); and

(3) A general description of the location and/or nature of the source to the extent necessary to identify the source and to distinguish it from other sources (including, to the extent necessary for such purposes, a description of the device, installation, or operation constituting the source).

(r) Environmental Protection Agency or EPA: The United States Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

(s) Grab Sample: A sample which is taken from a wastestream on a one-time basis, in fifteen (15) minutes or less, and with no regard to the volume of flow of the wastestream.

(t) Holding Tank Waste: Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(u) Indirect Discharge: The discharge or the introduction of pollutants, including Holding Tank Waste, into the POTW.

(v) Industrial User or User: Any person that introduces or has the potential to introduce an Indirect Discharge regulated under the Act, State or local law, to the POTW.

(w) Interference: A discharge which, alone or in conjunction with a discharge or discharges from other sources:

(1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

(2) is a cause of a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

(3) In addition, Interference shall mean any of the following:

(A) the introduction of pollutants into the POTW which alone or in conjunction with other discharges, inhibits or disrupts the process, operations or maintenance of the POTW, or causes an evacuation of any POTW personnel, whether or not it causes or contributes to a violation of the City's NPDES Permit; or

(B) the introduction of pollutants, either alone or in conjunction with other discharges, which when reaching the Treatment Plant, inhibits, disrupts or limits the Solid Waste Byproducts disposal options

available to the POTW, whether or not it causes or contributes to a violation of Section 405 of the Act, the Solid Waste Disposal Act or any other law or regulation regulating Solid Waste Byproducts; or

(C) the introduction of pollutants into the City's Collector System, which alone or in conjunction with other discharges, inhibits, disrupts or adversely affects the operations or maintenance of the Collector System.

(x) Monthly Average: The arithmetic mean of the daily values for effluent samples collected over a calendar month.

(y) National Categorical Pretreatment Standards: Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act (33 USC 1317) which applies to a specific category of Industrial Users and Pretreatment Standards as published in 40 CFR Chapter I, Sub Chapter N.

(z) National Pollutant Discharge Elimination System or NPDES Permit: A permit issued pursuant to Section 402 of the Act (33 USC 1342).

(aa) National Prohibitive Discharge Standard or Prohibitive Discharge Standard: Any regulation developed under the authority of Section 307(b) of the Act and 40 CFR Part 403.5.

(bb) New Source:

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be

applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:

(A) the building, structure, facility or installation is constructed at a site at which no other source is located; or

(B) the building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(C) the production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site.

(2) Construction on a site at which an existing source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility or installation meeting the criteria of Section 501.2(bb)(1)(B) or Section 501.2(bb)(1)(C), but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined in Section 501.2(bb)(1) and Section 501(bb)(2) has commenced if the owner or operator has either:

(A) begun or caused to begin as part of a continuous onsite construction program:

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the

placement, assembly, or installation of new source facilities or equipment.

(B) or entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(cc) Non-Domestic Users: Commercial, industrial or municipal users who discharge to the POTW.

(dd) Pass Through: A discharge which exits the POTW to the receiving stream or its atmosphere in quantities or concentrations which alone or in conjunction with other discharges is a cause of a violation of any requirement of the City's NPDES permit or a violation of any air emission standard set by the Clean Air Act, State or local rules and regulations governing emissions to the air (including an increase in the magnitude or duration of a violation).

(ee) Person: Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

(ff) pH: The negative logarithm (base 10) of the concentration of hydrogen ions expressed in moles per liter of solution.

(gg) Pollution: The man-made or man-induced alteration of the chemical, physical,

biological, and/or radiological integrity of water.

(hh) Pollutant: Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, and agricultural waste or any other contaminant discharged into water.

(ii) Pretreatment or Treatment: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction, elimination or alteration can be obtained by physical, chemical or biological processes, process changes, or other means, except as prohibited by Section 501.3(b)(20)(G).

(jj) Process Wastewater: Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.

(kk) Pretreatment Standards or Requirements: Any substantive or procedural requirement related to pretreatment, including, but not limited to, those requirements found in the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403), the National Categorical Pretreatment Standards, the Resource Conservation and Recovery Act (42 USC 6901 et seq.), the Solid Waste Management Act (35 P.S. 6018.101 et seq.) as they relate to the proper disposal of pretreatment sludges, these Regulations and any order issued under these Regulations, the

Industrial User's Wastewater Discharge Permit and any other federal, state or local law or regulation which regulates discharges to the POTW.

(ll) Publicly Owned Treatment Works or POTW: A treatment works as defined by Section 212 of the Act (33 USC 1292) which is owned by the City including any devices and systems used in the storage, treatment, recycling or reclamation of municipal sewage and industrial waste. This definition includes any sewers that convey wastewater to the POTW Treatment Plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this regulation, "POTW" shall also include any sewers that convey wastewater to the POTW from persons outside the City who are, by contract or agreement with the City, users of the City's POTW.

(mm) POTW Treatment Plant or Treatment Plant: That portion of the POTW designed to provide treatment to wastewater.

(nn) Shall is mandatory; May is permissive.

(oo) Significant Industrial User: The term Significant Industrial User shall mean the following:

(1) any Industrial User subject to any National Categorical Pretreatment Standard; or

(2) any Industrial User that discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blowdown wastewater) or contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant; or

(3) any Industrial User that is found by the City, DEP or EPA to have a reasonable potential, either alone or in conjunction with other discharges, to adversely affect the POTW, the Collector System, the Solid Waste Byproducts of the POTW, or air emissions from the POTW.

(pp) Solid Waste Byproducts: Materials related to POTW operations which include, but are not limited to, grit, scum, screenings, incinerator ash, sludge and dredge spoils.

(qq) Spill or Slug Discharge: Any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or non-customary batch discharge, or any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards found in Section 501.3, Section 501.4 and Section 501.5 of these Regulations.

(rr) State: The Commonwealth of Pennsylvania.

(ss) Standard Industrial Classification (SIC): A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, as amended.

(tt) Stormwater: Any flow occurring during or following any form of natural precipitation and resulting therefrom.

(uu) Suspended Solids: The total suspended matter that floats on the surface of, or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering, expressed in terms of concentration (milligrams per liter (mg/l)).

(vv) Toxic Pollutant: Any pollutant or combination of pollutants listed as toxic pursuant to Pennsylvania Statutes and Rules, Section 307(a) of the Act or other Federal statutes.

(ww) Wastewater: The liquid and water-borne wastes from dwellings, commercial buildings, industrial facilities, utility structures, institutions and construction sites, together with any groundwater, surface water and stormwater that may be present, whether treated or untreated.

(xx) Waters of the Commonwealth: All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the Commonwealth or any portion thereof.

(yy) Wastewater Discharge Permit or Permit: As set forth in Section 502.1 of these Regulations.

(zz) Abbreviations --The following abbreviations shall have the designated meanings:

(1) BOD<sub>5</sub>: Five-day Biochemical Oxygen Demand

(2) BMP: Best Management Practice.

(3) CERCLA: Comprehensive Environmental Response, Compensation and Liability Act. (42 USC 9601 et seq., as amended)

(4) CFR: Code of Federal Regulations

(5) DEP: Pennsylvania Department of Environmental Protection

(6) EPA: United States Environmental Protection Agency

(7) l: Liter

(8) mg: Milligrams

(9) mg/l: Milligrams per liter

(10) NAICS: North American Industry Classification System

(11) NPDES: National Pollutant Discharge Elimination System

(12) POTW: Publicly Owned Treatment Works

(13) RCRA: Resource Conservation and Recovery Act

(14) SIC: Standard Industrial Classification

(15) SIU: Significant Industrial User

(16) SWDA: Solid Waste Disposal Act, 42 USC 6901 et seq.

(17) TSS: Total Suspended Solids

(18) USC: United States Code

### 501.3 General Discharge Prohibitions

(a) No User shall contribute or cause to be contributed, directly or indirectly, to the POTW any pollutant or wastewater which will pass through or interfere with the operation or performance of the POTW. These general prohibitions apply to all Users of the POTW whether or not the User is

subject to Federal Categorical Pretreatment Standards or any other Federal, State, or local Pretreatment Standards or Requirements.

(b) No User shall contribute the following substances to any POTW:

(1) any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall the atmosphere in a private sewer leading to a POTW structure exceed 25% Lower Explosive Limit (LEL) unless the User can demonstrate that such a discharge does not create at the point of discharge into the POTW or at any other point in the POTW a reading over 10% LEL as measured by an explosimeter. Prohibited materials include, but are not limited to, any substances which can create a fire or explosion hazard to the POTW;

(2) solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to, grease, garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch, manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes or any material which can be disposed of as trash;

(3) any wastewater having a pH less than 5.5 or higher than 12.0 as measured by

a grab sample or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW;

(A) No Industrial User measuring pH continuously at the point of discharge shall discharge wastes having a pH lower than 5.5 or higher than 12.0 at any time except for a period not to exceed a total of five (5) minutes in any one (1) hour period. In the event that a discharge of a pH lower than 5.5, or higher than 12.0 for a period exceeding five (5) minutes occurs, the Industrial User must demonstrate that the pH will not exceed the range of 5.5 to 10.0 at a down stream point designated by the City. In no case may the Industrial User's discharge contain a pH less than 5.0 at the point of discharge into the POTW.

(B) In the event that the influent wastewater flow arriving at a Treatment Plant is outside the pH range of 6.5 to 8.5, the City may limit the Industrial Users to that Treatment Plant to a pH range of 6.0 to 9.0, upon oral or written notice, for as long as the City deems necessary.

(4) any wastewater containing pollutants which may, either singly or by interaction with other pollutants:

(A) injure, adversely affect or interfere with any wastewater treatment process; or

(B) constitute a hazard to humans or other biota, or may create an adverse effect in the receiving waters of the POTW, as determined through biomonitoring conducted on the POTW's effluent or through in-stream monitoring; or

(C) violate any provision of the Federal Clean Air Act (42 USC 7401 et

seq.) as amended, or local air quality regulations;

(%) any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or may result in toxic gases, vapor or fumes or are sufficient to prevent entry into the POTW for maintenance and repair without respiratory protection or other personal safety equipment;

(6) any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludge, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the City to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, nor any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management methods being used by City;

(7) any substance which will cause the City to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards;

(8) any wastewater with objectionable color not removed in the treatment process, including, but not limited to, dye wastes and vegetable tanning solutions;

(9) any wastewater having a temperature which will inhibit biological activity in the POTW Treatment Plant resulting in Interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds

60 °C (140 °F) or which shall cause the wastewater entering the POTW Treatment Plant to exceed 40 °C (104 °F);

(10) any pollutants, including oxygen demanding pollutants and suspended solids released at a flow rate and/or pollutant concentration which a User knows or has reason to know will cause Interference or Pass Through to the POTW. In no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour permitted concentration, quantities, or flow during normal operation;

(11) any wastewater containing any radioactive wastes or isotopes of such half life or concentrations as may exceed limits established by the City in compliance with applicable State or Federal regulations;

(12) any wastewater which causes a hazard to human life or creates a public nuisance;

(13) any wastewater containing motor oils or lubricants removed from vehicles or other machinery;

(14) any wastewater containing substances which may solidify or become viscous at temperatures between 0° C (32° F) and 65 °C (149 °F);

(15) any wastewater containing in excess of 100 mg/l of fats, oils and greases of mineral, petroleum or unknown origin at any time as shown by grab sample;

(A) Wastewaters discharged to the POTW shall contain no floatable or non-mulsified fats, oils and greases of animal or vegetable origin. Specific numerical limits

for these pollutants may be placed in an Industrial User's Wastewater Discharge Permit if found by the City to be necessary. Wastewater shall in no case contain concentrations of these pollutants high enough to cause Interference or Pass Through. The limits for both fats, oils and greases of mineral, petroleum or unknown origin and of animal or vegetable origin may be reduced by the City without amending these Regulations where the existing limits cause adverse impacts to the Collector System and/or POTW.

(16) any sludges from septage or holding tanks without prior written approval of the City;

(17) any wastewater which because of its chemical nature or composition causes the sewer atmosphere to contain airborne chemical concentrations in excess of concentrations established by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) under 29 CFR Part 1910, regardless of duration of exposure experienced by any individual, whether a City or contractor's employee, unless written authorization is granted by the Commissioner;

(18) wastewater which may create a fire or explosive hazard in the POTW, including, but not limited to, wastewater with a closed-cup flashpoint of less than 60°C (140 °F) using the test methods specified in 40 CFR 261.21; or

(19) any wastewater which, alone or in conjunction with any other discharges, causes foam anywhere in the Treatment Plant or its effluent.

(20) In addition, the following activities are prohibited:

(A) No person shall discharge wastewater, pollutants, chemicals or any other substance or contaminant into street inlets or through sewer manholes without the prior written approval of the City.

(B) No person who generates wastewater at one property shall discharge it at another property without prior written approval from the City.

(C) No person shall discharge wastewater in quantities or at rates of flow which may have an adverse or harmful effect on or overload the City's sewer system or Treatment Plants or cause excessive or additional treatment costs or render inaccurate or interfere with the function of sewer metering devices.

(D) No person shall discharge a wastewater flow contributing greater than 2,500 pounds per day of five (5) day biochemical oxygen demand, or contributing greater than 1,750 pounds per day of suspended solids or having a volume in excess of three (3) million gallons per day without prior written approval of the City.

(E) No person shall store or handle any material, including hazardous substances defined by CERCLA, in any area draining to the City Wastewater System, because discharge or leakage from such storage or handling may create an explosion hazard in the sewer system or Treatment Plants or may constitute a hazard to human beings or animals or the receiving stream, or may in some other way have a deleterious effect upon the Treatment Plants. Such storage or handling shall be subject to review by the City, and shall require a spill control plan with reasonable safeguards to prevent discharge or leakage of such materials into the sewers.



(F) Industrial Users processing regulated wastestreams through their pretreatment facilities shall not bypass such pretreatment facilities unless they notify the City in writing and obtain prior written approval from the City.

(G) No person shall increase the use of potable water, groundwater, rainwater, river water or process water or in anyway attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with any Pretreatment Standards or Requirements.

**501.4 General Pretreatment Regulations and National Categorical Pretreatment Standards:**

All users shall comply with all provisions contained in the General Pretreatment Regulations (40 CFR Part 403) as amended, and if applicable, National Categorical Pretreatment Standards (40 CFR Chapter I. Subchapter N) as amended. Any limitations imposed under the General Pretreatment Regulations or the National Categorical Pretreatment Standards which are more stringent than the limitations in these Regulations shall supersede the limitations imposed under these Regulations.

(a) Modification of Federal Categorical Pretreatment Standards: Where the City's Wastewater System achieves consistent removal of pollutants limited by Federal Pretreatment Standards, the City may apply to the Approval Authority for modification of specific limits in the Federal Pretreatment Standards of an Industrial User or a whole category.

**501.5 Specific Pollutant Limitations**

(a) No person shall discharge the following substances in excess of the concentrations,

in milligrams per liter, (mg/l), as expressed below:

<u>Substance</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>
arsenic	0.15	0.10
cadmium	0.2	0.1
chromium (total)	7.0	4.0
copper	4.5	2.7
cyanide (total)	10.0	
lead	0.69	0.43
mercury	0.01	0.005
nickel	4.1	2.6
selenium	0.2	0.1
silver	0.43	0.24
zinc	4.2	2.6

(b) No person shall discharge any of the substances listed below to the POTW without obtaining prior written approval of the City.

- Acrylonitrile
- Aldrin
- Alpha BHC
- Aluminum
- Benzene
- Benzo (a) pyrene
- Benzotrachloride
- Beryllium
- Bis(2-ethylhexyl)phthalate (DEHP)
- Bromobenzene
- Bromodichloromethane
- Bromoform
- Carbon tetrachloride

Chlordane  
Chlorobenzene  
Chlorodibromomethane  
Chloroethane  
Chloroform  
2-Chlorophenol  
Cumene (Isopropylbenzene)  
DDT/DDE/DDD  
Dibutylphthalate  
Dichlorobromomethane  
bis (2-chloroethyl) ether  
Dieldrin  
Dioxins  
Dimethyl Sulfoxide (DMSO)  
Dimethylnitrosamine  
Ethylbenzene  
Heptachlor  
Hexachlorobutadiene  
Hexachlorobenzene  
Iron  
Lindane  
Dichlorobenzene  
Methyl chloride (Chloromethane)  
Methyl Ethyl Ketone  
Methyl Isobutyl Ketone  
Molybdenum  
Xylenes  
o-Chlorotoluene  
o-Dichlorobenzene  
p-Dichlorobenzene  
p-Chlorotoluene  
Phenanthrene  
Phenols  
Pyrene  
Styrene  
Tetrachloroethylene (Perchloroethylene)  
Titanium  
Toluene  
Toxaphene (chlorinated camphene)  
Trichloroethylene  
Vinyl chloride  
Tetrachloroethane  
1,1,2-Trichloroethane  
Dichloroethane  
1,1-Dichloroethylene  
1,1-Dichloropropene

trans-1,2-Dichloroethylene  
1,2,3-Trichloropropane  
cis-1,2-Dichloroethylene  
1,2-Dibromo-3-Chloropropane  
1,2-Dichloropropane  
1,3-Dichloropropane  
1,3-Dichloropropene  
2,2-Dichloropropane  
2,4-Dinitrophenol  
2,4-Dinitrotoluene  
3,3-Dichlorobenzidene  
Volatile Organic Sulfides

(c) The City reserves the right to modify this list of materials prohibited from entering the POTW.

(d) Polychlorinated Biphenyls (PCBs): The PCB content of waste shall be non-detectable by EPA method 608.

#### 501.6 State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in these Regulations.

#### 501.7 Accidental Discharges

(a) Spill and Slug Discharge Prevention Plan: Each Significant Industrial User shall provide protection from accidental discharge of prohibited materials or other substances which may interfere with the POTW by developing a Spill and Slug Discharge Prevention Plan. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review, and shall be approved by the City before construction of the facility. The Spill

and Slug Discharge Plan shall contain, at a minimum, the following:

(1) description of discharge practices, including routine and non-routine batch discharges;

(2) description of stored chemicals;

(3) procedures for promptly notifying the City of spills or slug discharges, with procedures for follow-up written notification within five (5) working days;

(4) any necessary procedures to prevent accidental spills and slug discharges, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff and worker training;

(5) any necessary measures for building containment structures or equipment;

(6) any necessary measures to assure the integrity of storage;

(7) any necessary measures for controlling toxic organic pollutants (including solvents);

(8) any necessary procedures and equipment for emergency response; and

(9) any necessary follow-up practices to limit the damage suffered by the POTW or the environment.

(b) All existing Users shall complete such a plan within three (3) months of notice to do so by the City. No User who commences a new discharge to the POTW after the effective date of these Regulations shall be permitted to introduce pollutants into the

Wastewater System until accidental discharge procedures have been approved by the City. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the User's facility as necessary to meet the requirements of these Regulations.

(c) Notification: In the case of an accidental discharge, it is the responsibility of the User to immediately notify the City of the incident by telephone. The notification shall include date, time and location of discharge, type of waste including concentration and volume, duration of discharge, and any corrective actions taken by the User.

(d) Written Notice: Within five (5) business days, unless a different period is prescribed by the City, following an accidental discharge, the User shall submit to the City a detailed written report describing the cause of the discharge and the measures that will be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by these Regulations or other applicable law.

(e) Notice to Employees: A notice shall be permanently posted on the User's bulletin board(s) or other prominent places advising employees whom to call in the event of a dangerous discharge. Employers shall advise all employees who may cause or be injured by such a discharge of the emergency notification procedure.

### 501.8 Fees

(a) Purpose: It is the purpose of this Section to provide for the recovery of costs from the Users of the City's Wastewater System for the implementation of the program established herein.

#### (b) Charges and Fees

(1) All Industrial Users applying for or issued a permit after the promulgation of these Regulations shall pay a fee of One Thousand Dollars (\$1,000.00) per permit application.

(2) The City may adopt charges and fees which may include:

(A) fees for reimbursement of costs of setting up and operating the City's Pretreatment Program;

(B) fees for monitoring, inspections and surveillance procedures;

(C) fees for reviewing accidental discharge procedures and construction; and

(D) other fees as the City may deem necessary to carry out the requirements contained herein.

(3) These fees relate solely to the matters covered by these Regulations are separate from all other fees chargeable by the City. The City reserves the right to change the fees set forth herein.

### 501.9 Civil Penalty Assessment Policy

(a) Purpose: The purpose of this section is to enact a civil penalty assessment policy pursuant to the Publicly Owned Treatment Works Penalty Law, Act No.1992-9.

(b) Scope: The POTW Penalty Law allows the City, as the owner and operator of publicly owned treatment works with an approved pretreatment program, to assess civil penalties of up to Twenty-Five Thousand Dollars (\$25,000) per violation of any Pretreatment Standards or Requirements per day. Each term, condition or parameter violated shall constitute a separate and distinct offense. Each day on which a violation occurs or continues to occur shall constitute a separate and distinct offense. In developing this Civil Penalty Assessment Policy, the City considered the following factors:

(1) the damage to air, water, land or other natural resources of this City and Commonwealth and their uses;

(2) cost of restoration and abatement;

(3) savings resulting to the person in consequence of the violation;

(4) history of past violations;

(5) deterrence of future violations;

(6) harm and/or potential harm to the POTW and/or its employees;

(7) whether the violation resulted or could have resulted in the City violating its NPDES Permit; and

(8) whether the violation resulted or could have resulted in the City violating any law or regulation affecting its sludge disposal options.

(c) Mandatory Civil Penalties: Civil Penalties shall be assessed against any Industrial User in significant noncompliance ("SNC") with any Pretreatment Standards or Requirements. The amount of the civil

penalty shall be calculated in accordance with Sections 501.9(f), (g), and (h) of these Regulations. An Industrial User is in significant noncompliance if it meets one or more of the following criteria.

(1) If 33% or more of all samples taken for any single parameter during a six month period demonstrate exceedances of any numeric Pretreatment Standard or Requirement, including the daily maximum effluent limitation, the monthly average limitation, and any instantaneous limits, as defined by any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to Section 501.5.

(2) Monitoring for any parameter less than 100% of the total sampling events required by the Permit.

(3) Discharging without the required Permit under these Regulations.

(4) Violation of any Pretreatment Standard or Requirement that the City determines has caused, either alone or in combination with any other discharges, interference or pass through (including endangering the health of POTW personnel or the general public).

(5) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or the environment or has resulted in the City's exercise of its emergency authority.

(6) Violation by forty-five (45) days or more of the scheduled date of compliance with milestones for starting construction, completing construction, attaining final

compliance or any other milestone event described in any compliance schedule.

(7) Failure to provide any required reports such as Baseline Monitoring Reports, 90 Day Compliance Reports, Periodic Compliance Reports, Spill or Slug Discharge Reports, Responses to Notices of Violation or Notices of Significant Non Compliance, Compliance Schedule Reports, Pretreatment Facilities Report or any other Report required by law or Permit within thirty (30) days after the report's due date.

(8) Failure to report noncompliance accurately.

(9) Violation of any Best Management Practice requirements or any other violation or group of violations that:

(A) adversely affects the operation or implementation of the local pretreatment program; or

(B) either alone or in conjunction with any other discharge causes harm to the POTW.

(d) Discretionary Civil Penalties: Civil Penalties are discretionary where an Industrial User's violation(s) of the Pretreatment Standards or Requirements do not constitute significant noncompliance as defined in Section 501.9(c) of these Regulations. In exercising its discretion as to whether to assess civil penalties for these violations, the City shall consider the following factors:

(1) Compliance History  
The City shall examine the Industrial User's compliance history for the specific term or condition now being violated as well as the Industrial User's compliance history with all

other Pretreatment Standards or Requirements.

(2) Reasons for noncompliance.

(3) Magnitude of violation.

(4) Good faith compliance efforts.

Good faith compliance efforts consist of the following actions:

(A) whether the Industrial User properly notified the City of the violation;

(B) whether the Industrial User responded to the Notice of Violation within fifteen (15) days as required in the Notice;

(C) the corrective actions the Industrial User has taken or will take to ensure a return to compliance; and

(D) the timeliness of these corrective actions.

(e) Where it is determined that a civil penalty should be levied under this Section, the amount of the civil penalty shall be calculated in accordance with Sections 501.9(f), (g), and (h).

(f) Civil Penalty

The calculation of the civil penalty which shall be assessed shall be in conformity with this Section and Sections 501.9(g) and 501.9(h) of these Regulations.

In this Section, violations of Pretreatment Standards or Requirements are contained in Column I of the Civil Penalty Grid. (See note 1, immediately after the Grid, for further explanation.) Once the specific type of violation has been identified in the Civil Penalty Grid, the appropriate range of civil penalties for the violation is selected from either: Column II, III or IV. (See notes 2, 3 and 4, for further explanation on the selection of civil penalty ranges.) Once the range of fines is selected, the precise civil penalty within that range is determined by considering the factors enumerated in Column V. (See note 5 for further explanation in applying the selection factors.) Finally, there are two exceptions to the general rules in using this Civil Penalty Grid. (See note 6 for further explanation.)

### CIVIL PENALTY GRID

Column I	Column II	Column III	Column IV	Column V
Violations <sup>1</sup>	Non-SNC or First SNC Notification <sup>2</sup>	Second Consecutive SNC Notification <sup>3</sup>	Third Consecutive SNC Notification or Causes or Contributes to Pass Through or Interference <sup>4</sup>	Selection Factors <sup>5</sup>
1. Daily, Hourly or Instantaneous Effluent Limits or Best Management Practices	\$300 – \$5,000	\$5,000 – 15,000	\$15,000 - \$25,000	B, A, C, D
2. Monthly Average Effluent Limits	\$300 - \$9,000	\$3,000 - \$12,000	\$12,000 - \$25,000	B, A, C, D
3. Self-Monitoring (sampling)	\$300 – \$5,000	\$5,000 - \$15,000	\$15,000 - \$25,000	B, D, C.
4. Reporting	\$300 - \$1,000	\$1,000 - \$5,000	\$5,000 – \$25,000	B, D, C
5. Incomplete Reporting	\$300 – \$5,000	Not Applicable (N/A)	N/A	B, E, D
6. Intentional Falsification of Reports or Data or knowingly rendering any monitoring device or method inaccurate	\$25,000	N/A	N/A	N/A
7. Spills or Slug Discharges	\$300 - \$10,000	N/A	\$15,000 - \$25,000	B, A,C, D
8. Unauthorized Discharge	\$300 - \$10,000	N/A	\$10,000 - \$25,000	A, D
9. Compliance Schedule Completion Dates	\$300 - \$5,000	\$5,000 - \$15,000	\$15,000 – \$25,000	F, D
10. Dilution to Meet Effluent Limits	\$300 - \$25,000	N/A	N/A	B, D
11. Inadequate Record Keeping <sup>6</sup>	\$300 - \$5,000	\$5,000 - \$15,000	\$15,000 - \$25,000	B, D, E
12. Failure to Admit Authorized Personnel <sup>6</sup>	\$300 – \$10,000	\$10,000 - \$25,000	N/A	D, B
13. Failure to notify of any Substantial Change in Volume of Pollutants in Discharge (See 40 CFR 403.21(j))	\$300 - \$10,000	N/A	\$10,000 - \$25,000	B, A, C, D
14. Failure to Mitigate Noncompliance	\$300 - \$10,000	N/A	\$10,000 - \$25,000	A, B, C, D
15. Improper Disposal of Pretreatment sludges and spent chemicals	\$300 - \$10,000	N/A	\$10,000 - \$25,000	B, D
16. Unauthorized Bypass	\$300 - \$10,000	N/A	\$10,000 - \$25,000	C, A

Explanatory Notes to Civil Penalty Grid:

Note Number 1

Column I contains a list of sixteen categories of Pretreatment Standard or Requirement violations. These sixteen categories of violation should be all inclusive, covering all possible types of Pretreatment Standards or Requirement violations. If, however, a violation occurs which does not fall within one of the categories, then the civil penalty for that violation shall be assessed in accordance with the method used for assessing civil penalties for violation of daily or hourly effluent limits.

The sixteen categories of Pretreatment Standards or Requirements violations found in Column I are explained in greater detail immediately below:

1. Daily, Hourly or Instantaneous Effluent Limits or Best Management Practices: This category addresses violations of the effluent discharge limits for daily, hourly or instantaneous discharges or best management practices.
2. Monthly Average Effluent Limits: This category addresses violations of the monthly average effluent limits.
3. Self-Monitoring (sampling): Permitted Industrial Users must sample their effluent in accordance with the terms and conditions of their Wastewater Discharge Permits. Violations of these self-monitoring requirements are addressed in this category. Examples of these violations include, but are not limited to, the following:
  - a) failure to sample for any required parameters;
  - b) failure to follow proper sampling protocols;

c) failure to sample at the appropriate point; and

d) failure to sample as frequently as required in the Wastewater Discharge Permit.

4. Reporting: The Industrial User is subject to numerous reporting and notification requirements. Failure to provide any of these reports and notifications, or providing these reports and notifications in an untimely fashion, is addressed in this category. These reports and notifications include, but are not limited to, the following:

- a) Baseline Monitoring Reports;
- b) 90 Day Compliance Reports (40 CFR 403.12(d));
- c) Periodic Compliance Reports;
- d) Spill Plans;
- e) Responses to Notices of Violations or Notices of Significant Non Compliance;
- f) Surcharge Reports;
- g) Reports required pursuant to any Compliance Schedule, Administrative Order or Consent Decree;
- h) Notification of spill or slug discharge; Follow-up written report within five (5) days of spill or slug event;
- i) Reporting sampling noncompliance within twenty-four (24) hours of becoming aware of violation; Reporting first sample result showing a return to compliance;
- j) Application for Wastewater Discharge Permit or late application;
- k) Hazardous Waste Notification pursuant to 40 CFR 403.12(p); and



**l) Pretreatment Facilities Reports.**

**5. Incomplete Reporting:**

In this category, reports and notifications are timely submitted but contain errors or omissions.

**6. Intentional Falsification of Reports or Data or Knowingly Rendering Any Monitoring Device or Method Inaccurate:**

In this category, where the Industrial User has intentionally falsified reports or data, the maximum penalty of \$25,000 per falsification will be assessed. Similarly, where the Industrial User knowingly renders any monitoring device or method inaccurate, this category requires that the maximum penalty be assessed.

**7. Spills or Slug Discharges:** A spill or slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or non-customary batch discharge.

Violations as the result of spills or slug discharges are addressed in this category.

**8. Unauthorized Discharge:**

This category includes three types of violations. First, where an Industrial User is required to have a Permit discharges pollutants without a Wastewater Discharge Permit. Second, where an already permitted Industrial User is discharging pollutants from a regulated process which has not been specifically approved by the City and controlled by the User's Wastewater Discharge Permit. (Please note that each pollutant discharged without a permit constitutes a separate and distinct offense.) Third, any discharge violating Section 501.3, Section 501.4 or Section 501.5 of these Regulations.

**9. Compliance Schedule Completion Dates:** In Administrative Orders and Consent Decrees there will often appear compliance schedules for returning the

Industrial User to compliance. This category addresses violations of the compliance schedule completion dates. (Please note that where the Administrative Orders or Consent Decrees contain stipulated penalties for violation of the compliance schedule dates, the stipulated penalties contained therein shall constitute the exclusive civil penalties available for these violations. Therefore, in these cases, the Civil Penalty Grid will not be used.)

**10. Dilution to Meet Effluent Limits:** This category addresses the situation where the Industrial User is using dilution to achieve compliance with any effluent limit.

**11. Inadequate Record Keeping:** This category includes any violations of the Pretreatment Standards or Requirements involving record keeping and storage.

**12. Failure to Admit Authorized Personnel:** This category involves an Industrial User's refusal to allow a City representative ready access to a facility for purposes of inspection, sampling, records examination and/or copying or for the performance of any other duty.

**13. Failure to Notify of Any Substantial Change in the Volume or Character of Pollutants in Discharge:** (See 40 CFR 403.12(j)). This category involves any violations resulting from the Industrial User's failure to comply with the advance notification of changed discharge requirements contained in 40 CFR 403.12(j).

**14. Failure to Mitigate Non Compliance:** An Industrial User has an obligation to mitigate its noncompliance. Violation of this obligation is addressed in this category.

**15. Improper Disposal of Pretreatment Sludge and Spent Chemicals:** Industrial

Users must dispose of hazardous sludge and spent chemicals in accordance with all applicable laws including, but not limited to, the Clean Water Act and the Resource Conservation and Recovery Act.

16. Unauthorized Bypass:  
Industrial Users processing regulated wastestream through their pretreatment facilities are prohibited from bypassing such pretreatment facilities unless they notify the City in advance of any bypass and obtain the City's prior written approval authorizing such bypass.

Notes 2, 3, and 4

After the category of violation has been identified, there are several ranges of civil penalties which can be assessed for the violation. Notes 2, 3 and 4 define the appropriate range to be selected.

(a) Note 2 - COLUMN II

**NON-SNC or FIRST SNC NOTIFICATION**

If the violation does not rise to the level of Significant Noncompliance (SNC) as defined in Section 501.9(c) of these Regulations, the appropriate fining range is therefore contained in Column II. If the violation does constitute SNC as defined in Section 501.9(c) or this is the first time that the Industrial User has been notified that it is in SNC for that specific standard or requirement, then the appropriate fining range is again contained in Column II.

(b) Note 3 - COLUMN III

**SECOND CONSECUTIVE SNC NOTIFICATION:** This range of civil penalties applies where the Industrial User has received a second Notice of Significant Noncompliance for the same standard or requirement in two (2) consecutive six (6)-month periods.

Where a Notice of SNC is issued for any standard or requirement, and there was no Notice of SNC issued for the standard or requirement in the previous six-month period, the appropriate range reverts to Column II.

If as the result of the issuance of the first SNC Notice, the Industrial User has been issued an Administrative Consent Order or is subject to a Consent Decree, and stipulated penalties are contained therein, then the stipulated penalties shall be the exclusive method for assessing future civil penalties for as long as the stipulated penalty provision remains in effect.

(c) Note 4 - COLUMN IV

**THIRD CONSECUTIVE SNC NOTIFICATION OR CAUSES OR CONTRIBUTES TO PASS THROUGH OR INTERFERENCE:** This range of civil penalties applies in two situations. First, where the Industrial User has received a third consecutive notice of SNC for the same standard or requirement. Second, where the violation has caused or contributed to interference or pass through, as defined in Sections 501.2 (w) and (dd) of these Regulations. Again, where an Administrative Consent Order or Consent Decree provides for stipulated penalties, the stipulated penalties shall be the exclusive method for assessing future civil penalties for as long as the stipulated penalty provision remains in effect.

NOTE 5 -

Once the type of violation has been identified in Column I, and the appropriate range of civil penalties selected from Columns II, III and IV, the precise civil penalty within the appropriate range must be selected. Selection of the precise civil penalty will be based on those Selection Factors appropriate for each type of violation

which are found in Column V. The six selection factors are lettered A through F as follows:

- A. SEVERITY OF VIOLATION
- B. SPECIFIC COMPLIANCE HISTORY
- C. GENERAL COMPLIANCE HISTORY
- D. REASONS FOR VIOLATION
- E. COMPLETENESS
- F. CONSENT DECREE OR ADMINISTRATIVE ORDER

Most violations found in Column I contain numerous selection factors which must be considered in selecting the precise civil penalty. The selection factors appropriate for each violation are listed in their order of importance and weight which should be given each factor. The first factor listed should be given the greatest weight; the second factor the second greatest weight, etc. Although the relative weight given each factor is determined by its order of listing, the absolute weight has not been provided. This is because violations, and the circumstances surrounding and causing them, are too different and complex to be resolved in a mathematical formula. This can only be determined on a case by case basis.

Selection Factors A through F are explained in greater detail immediately below:

**A. Severity of Violation:**  
This factor considers the degree of severity of effluent violations in three different ways. First, the frequency of violation should be considered, Next, the level of exceedance should be considered. Finally, the violations should be considered from total mass perspective.

**B. Specific Compliance History:** This factor considers whether and how often in the past the Industrial User has violated the parameter for which it is now being fined.

**C. General Compliance History:** This factor considers the Industrial User's present and past overall compliance with all Pretreatment Standards or Requirements.

**D. Reasons for Violation:** (self-explanatory)

**E. Completeness:** For the violation categories Incomplete Reporting and Inadequate Record Keeping, the level and/or degree of omissions and errors shall be considered.

**F. Consent Decree or Administrative Order:**  
For the violation category Compliance Schedule Completion Dates, the Industrial User's past and present history of compliance with the Decree or Administrative Order should be examined.

Finally, although addressed separately in Sections 501.9(g) and (h) of these Regulations, for all categories of violations, the economic benefit of noncompliance and any damages, costs and fines must be recovered in selecting the precise civil penalty within the appropriate range.

#### NOTE 6

For most violations, the appropriate range of penalties is selected by the criteria discussed in notes 2, 3 and 4. However, for the categories of Inadequate Record Keeping and Failure to Admit Authorized Personnel, the appropriate ranges are selected differently.

For these categories, the civil penalty range moves from Column II to III if that Industrial User has ever in the past been cited for a violation in that category. The violations do not need to rise to the level of SNC nor do they need to occur in consecutive six (6) month periods.

Similarly, the civil penalty range moves to Column IV for these two categories of violations if the Industrial User has been cited twice or more, at any time in the past, for the same category of violation.

(g) Economic Benefit of Noncompliance

(1) In all cases, the civil penalty assessed shall exceed the economic benefit of noncompliance gained by the Industrial User as a result of not complying with the Pretreatment Standards or Requirements. The economic benefit of noncompliance is that amount of both capital and operating funds saved by the Industrial User by either failing or delaying to install and/or operate the necessary pretreatment to achieve compliance with all Pretreatment Standards or Requirements. The City may use the Guidance Manual for POTWs to Calculate the Economic Benefit of Noncompliance, U.S. Environmental Protection Agency, September 5, 1990, or any subsequent revision, to assist it in calculating the economic benefit of noncompliance.

(2) If a situation arises where the amount assessed under the Civil Penalty Grid in Section 501.9(f) of these Regulations fails to exceed the economic benefit of noncompliance, then the Civil Penalty Grid shall not be used to determine the civil penalty. Rather, the City shall set the civil penalty by first calculating the economic benefit of noncompliance. Next, the amount calculated to be the economic benefit of noncompliance shall be increased by anywhere from 10% to 100%. This increased amount shall constitute the civil penalty. (Simply assessing the economic benefit of noncompliance fails to penalize the Industrial User).

In determining the appropriate increase factor (anywhere from 10% to 100%) the City shall consider the severity of the violations, the reason for the violation

and how quickly the Industrial User abates the violation.

(h) Recovery of Damages, Costs and Fines

(1) In all cases, the civil penalty shall, at a minimum, be set so that it fully compensates the City for any damage or injury to the POTW, its employees, the POTW's sludge or the environment. Any and all costs incurred by the City to correct or compensate for the damage or injury shall also be fully recovered in the civil penalty. Costs shall include, but not be limited to, attorney's fees, court costs, court reporter fees and other expenses associated with enforcement activities, as well as all sampling and monitoring expenses related to discovering, enforcing and maintaining the Industrial User's compliance. Where violation of the Pretreatment Standards or Requirements causes, either alone or in conjunction with a discharge or discharges from other sources, the City to violate any local, state or federal law or regulation, and the City is fined for this violation, the civil penalty assessed shall fully reimburse the City for the fine paid.

(2) If a situation arises where the amount assessed under the Civil Penalty Grid fails to fully compensate the City for all damages, costs and fines, then the Civil Penalty Grid shall not be used to determine the civil penalty. Rather, the City shall set the civil penalty by first calculating all damages, costs and fines to the City resulting from the violation. Next, this amount shall be increased by anywhere from 10% to 100%. This increased amount shall constitute the civil penalty.

(3) In determining the appropriate increase factor (anywhere from 10% to 100%) the City shall consider the extent and nature of the damage, its impact on the POTW, the reasons for the violation and how quickly the Industrial User corrects the damage.

(i) Civil Penalty Appeal

The Industrial User charged with the penalty shall have thirty (30) days to pay the proposed penalty in full, or, if the Industrial User wishes to contest either the amount of the penalty or the fact of the violation, the Industrial User must file an appeal, pursuant to the Philadelphia Home Rule Charter. Failure to appeal within this period shall result in a waiver of all legal rights to contest the violation or the amount of the penalty.

**502.0 WASTEWATER DISCHARGE PERMITS**

**502.1 Wastewater Discharge Permits Types**

(a) General Permits: Any Significant Industrial User proposing to connect to or contribute to the POTW shall obtain a Wastewater Discharge Permit before connecting to or contributing to the POTW. All existing Significant Industrial Users connected to or contributing to the POTW shall obtain a Wastewater Discharge Permit within 365 days after the effective date of these Regulations.

(b) No Discharge Permits: Any Significant Industrial User with no wastewater discharge from its regulated process(es) shall obtain a No Discharge

Permit, as long as its facility is connected to or contributes to the POTW and has the potential to discharge wastewater from its regulated process(es).

(c) Trucked or Hauled Wastewater Permit: Any person trucking or hauling wastewater to the POTW must first obtain a septage discharge permit. The following prohibitions apply to all trucked or hauled wastewater:

(1) All wastes are to be discharged only at the designated location contained in the User's septage discharge permit.

(2) All loads are to be sampled and approved prior to discharge.

(3) Only sanitary septic wastes are to be discharged unless prior written approval is given.

(4) Sludges or grease trap wastes shall not be discharged.

(d) Groundwater Discharge Permit: Any non-domestic User discharging pumped-out groundwater to the City's sewer system must first obtain a Groundwater Discharge Permit.

(e) Manhole Pump-out Permit: Any non-domestic User discharging wastewater from underground structures to the City's sewer system must first obtain a manhole pump-out permit.

**502.2 Wastewater Discharge Permit Administration**

(a) Permit Application: Users required to obtain a Wastewater Discharge Permit shall complete and file with the City a Baseline Monitoring Report or other

report as may be required by the City. Existing Users shall apply for a Wastewater Discharge Permit within 30 days after the effective date of these Regulations, unless the City has previously issued such a permit which has not expired. New Users shall apply at least 90 days prior to connecting to or contributing to the POTW. The Baseline Monitoring Report shall contain the information required by Section 502.4(a).

(1) The City will evaluate the data furnished by the User and may require additional information. After evaluation and acceptance of the data furnished, the City may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.

(b) Promulgation of Additional National Categorical Pretreatment Standards: When additional and/or new National Categorical Pretreatment Standards are promulgated, any User subject to such additional or new Standards shall apply for a Wastewater Discharge Permit within 180 days of the promulgation of such Standard. In addition, any User with an existing Wastewater Discharge Permit shall submit to the City within 180 days of the promulgation of an applicable National Categorical Pretreatment Standard the information required by Sections 502.4(a)(7) and (8) of these Regulations.

(c) Permit Modifications: The City may modify any existing permit for any of the following reasons:

(1) to incorporate any new or revised federal, state or local Pretreatment Standards or Requirements;

(2) material or substantial alterations or additions to Industrial User's operation which were not covered in the effective permit;

(3) a change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge;

(4) information indicating that the permitted discharge could in any manner adversely affect the POTW, personnel or receiving waters;

(5) violation of any terms or conditions of the Permit;

(6) obtaining the Permit by misrepresentation or failure to disclose fully all relevant facts; or

(7) upon request of the Industrial User, provided such request does not create a violation of any existing applicable requirements, standards, laws or rules and regulations.

(d) Permit Conditions: Wastewater Discharge Permits shall be expressly subject to all provisions of these Regulations and all other applicable regulations, User charges and fees established by the City. Permits may contain the following:

(1) concentration and/or mass limits on the average and maximum wastewater constituents and characteristics;

(2) limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization;

(3) requirements for installation and maintenance of inspection and sampling facilities;

(4) specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

(5) compliance schedules. The City may, at its discretion, issue interim effluent limits as part of a compliance schedule;

(6) requirements for submission of technical reports or discharge reports (see Section 502.4 of these Regulations);

(7) requirements for maintaining and retaining records relating to wastewater discharge as specified by the City, and affording City access thereto;

(8) requirements for implementation of and compliance with a spill prevention and slug control plan;

(9) requirements for implementation of and compliance with Best Management Practices;

(10) requirements for notification of the City of any facility changes that affect the potential for a slug discharge or any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the Wastewater System;

(11) requirements for notification of a spill or slug discharge; and

(12) other conditions as deemed appropriate by the City to ensure compliance with these Regulations.

(e) Public Notice of Permit Issuance

(1) Public notice of every proposed General Wastewater Discharge Permit and No Discharge Wastewater Discharge Permit shall be published by the City in a newspaper of daily circulation within the geographical area of the discharge. The notice shall include at least the following:

(A) name and address of each permittee;

(B) each permittee's activity or operation which results in the discharge described in the Wastewater Discharge Permit;

(C) address and phone number of premises where a copy of the proposed permit may be requested; and

(D) notice of the 30-day comment period required by Section 502.2(e)(2) of these Regulations.

(2) There shall be a thirty (30)-day period following publication of notice during which written comments may be submitted by the permittee or interested persons located within the City's wastewater processing service area. The Commissioner will make his final determination on a proposed permit following the comment period. The period for comment may be extended at the discretion of the Commissioner for up to 30 additional days.



(3) The Commissioner shall issue the permit as soon as is practicable and this shall be a final decision.

(f) Permit Duration

(1) Permits shall be issued for a specified time period, not to exceed five (5) years. The Permit may be issued for a period less than a year or may be stated to expire on a specific date. The User shall apply for Permit re-issuance a minimum of 180 days prior to the expiration of the User's existing Permit. Where the User has made a timely and complete Permit renewal application, the existing Permit shall continue in effect until a new Permit is issued by the City. The User shall be informed of any proposed changes in the Permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the Permit shall include a reasonable time schedule for compliance.

(2) If a User wishes to contest any provisions of the Permit, the User may file an appeal pursuant to the Philadelphia Home Rule Charter. The appeal shall specifically state all terms and/or conditions of the Permit which are being challenged and shall state all reasons why the User believes the terms and/or conditions are inappropriate. The appeal shall be taken within thirty (30) days of the User's receipt of the Permit. Failure to appeal within this time period shall result in a waiver of all legal rights to challenge the terms and/or conditions of the Permit. Where the Permit has been appealed, the appeal shall only stay the contested terms and/or conditions of the Permit and not the entire Permit. The remainder of the Permit remains in full force and effect.

(g) Wastewater Discharge Permit Transfer: Wastewater Discharge Permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance written notice to the City and the City approves the Wastewater Discharge Permit transfer in writing. The notice to the City must include a written certification by the new owner or operator which:

(1) states that the new owner and/or operator has no immediate intent to change the facility's operation or processes;

(2) identifies the specific date on which the transfer is to occur;

(3) acknowledges full responsibility for complying with the existing Wastewater Discharge Permit; and

(4) acknowledges full responsibility for correcting all pre-existing violations, including, but not limited to, implementing corrective action plans and paying fines.

(h) Effective Date

The Permit becomes effective when signed by the Commissioner or as specified in the Permit.

**502.3 Sampling and Analysis Requirements**

(a) Sampling Requirements

(1) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the

regulated process if no pretreatment exists.

(2) Samples and measurements taken for purposes of the monitoring requirements shall be representative of the normal discharges occurring during the reporting period.

(3) Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds.

(A) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 502.4(a) and (b), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulphide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the City may authorize a lower minimum.

(B) For the reports required by Section 502.4(c), the City shall require the number of grab samples necessary to assess and assure compliance by Industrial Users with applicable Pretreatment Standards and Requirements.

(4) For any pollutants not identified in Section 502.3(a)(3), 24-hour composite samples must be obtained through flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the City.

(5) Sampling shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and

amendments thereto including but not limited to sample preservation, sampling vessels and equipment.

**(b) Sample Analysis Requirements**

(1) Analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto including but not limited to analytical methods and sample holding time.

**502.4 Reporting Requirements**

**(a) Baseline Monitoring Reports**

Any User receiving a Baseline Monitoring Report form shall complete the form by providing all information requested therein and shall return the completed form to the POTW within thirty (30) days upon its receipt. In support of the application, the User shall submit, in units and terms appropriate for evaluation, the following information:

(1) Name, mailing address, and facility address;

(2) NAICS number according to the North American Industry Classification System, Office of Management and Budget, 1997, as amended;

(3) Wastewater constituents and characteristics including but not limited to those mentioned in Section 501.5(a) of these Regulations as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR Part

136, as amended; User shall follow the requirements of Section 502.3 of these Regulations for Sampling and Analysis Requirements;

(4) Time and duration of contribution;

(5) Average daily, maximum daily and thirty (30) minute peak wastewater flow rates, including daily, monthly and seasonal variations, if any;

(6) Description of activities, facilities and plant processes on the premises including all materials, which are or could be discharged;

(7) The nature and concentration of any pollutants in the discharge which are limited by any City, State, or Federal Pretreatment Standards, as well as any information demonstrating compliance with any applicable Best Management Practices, and a statement regarding whether or not the Pretreatment Standards or Requirements are being met on a consistent basis, and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the User to meet applicable Pretreatment Standards or Requirements;

(8) Where additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to this schedule:

(A) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (e.g., completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

(B) No increment referred to in paragraph (A) above shall exceed nine (9) months.

(C) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the City indicating, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. Such progress reports shall be submitted to the City at least every nine (9) months.

(9) Each product produced by type, amount, process or processes and rate of production;

(10) Type and amount of raw materials processed (average and maximum per day);

(11) Number and type of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system;

(12) Any other information as may be deemed by the City to be necessary to evaluate the permit application;

(13) a list of any environmental control permits held by or for the facility; and

(14) a certification statement, signed and dated by an Authorized Representative of the Industrial User, as required by 40 CFR 403.6(a)(2)(ii) and Section 502.4(k) of these Regulations.

(b) Report on Compliance with National Categorical Pretreatment Standards Deadline (90 Day Compliance Report).

(1) Within ninety (90) days following the date for final compliance with applicable National Categorical Pretreatment Standards or in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any Industrial User subject to Pretreatment Standards or Requirements shall submit to the City a report containing the information described in Section 502.4(a)(3) through (7).

(2) For Industrial Users subject to equivalent mass or concentration limits established by the City in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the User's long term production rate. For all other Industrial Users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period.

(c) Periodic Compliance Reports

(1) The reporting periods shall run from January 1 to June 30 and from July 1 to December 31. Every SIU shall submit to the City during the months of July and January, unless required in different months or more frequently by the City, a Periodic Compliance Report for the preceding reporting period. The Periodic Compliance Report shall contain, at minimum, the following:

(A) The results of the monitoring program conducted by Industrial User, including all sample results, sampling frequency and sample type (grab or composite), and any information demonstrating compliance with any applicable best management practices.

(i) All analyses shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR Part 136, as amended; or other test procedures approved by the EPA for use under the Clean Water Act. User shall follow sampling and analysis requirements in Section 502.3 of these Regulations.

(B) Wastewater flow data for the reporting period, specifically daily averages and maximums in gallons per day.

(C) For Industrial Users subject to equivalent mass or concentration limits established by the City in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the User's long term production rate. For all other

Industrial Users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period.

(D) A statement as to whether or not Industrial User has achieved compliance with all Pretreatment Standards or Requirements, including Best Management Practices.

(E) If the Industrial User has not achieved compliance with all Pretreatment Standards or Requirements and Best Management Practices, a proposed schedule indicating what additional pretreatment and/or operations and maintenance will be required to achieve compliance in the shortest time.

(F) a certification statement, signed and dated by an Authorized Representative of the Industrial User, as required by 40 CFR 403.6(a)(2)(ii) and Section 502.4(k) of these Regulations.

(d) Notification of Changed Discharge

All Industrial Users shall promptly notify the City in advance of any facility changes that affect the potential for a slug discharge or any other substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under Section 502.4(e) of these Regulations.

(e) Hazardous Waste Notification Requirement

(1) The Industrial User shall notify the City, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge to the City of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261 (RCRA). Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Industrial User discharges more than one-hundred (100) kilograms of such waste per calendar month to the City, the notification shall also contain the following information to the extent such information is known and readily available to the Industrial User: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during the calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. The notification requirement in this Section does not apply to pollutants already reported under the self-monitoring requirements.

(2) The Industrial User is exempt from the requirements of paragraph (1) of this section during a calendar month in which it discharges no more than fifteen (15) kilograms of hazardous wastes, if allowed under its Permit, unless the wastes are RCRA acute hazardous wastes, which require a one-time notification. Subsequent months during which the Industrial User discharges more than such quantities of

any hazardous waste, where allowed by its Permit, do not require additional notification.

(3) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User must notify the City, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this Section, the Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(f) Closure Statement

If Industrial User requests modification or termination of Industrial User's Wastewater Discharge Permit due to ceasing all or part of the process(es) regulated by the Permit, Industrial User shall submit to the City, in writing, thirty (30) days prior to closing, a Closure Statement which shall contain, at a minimum, the following:

(1) company name and address (at which regulated process(es) are or were located);

(2) name and telephone number of company contact person;

(3) closure date(s) of regulated process(es);

(4) list of other process(es) that will continue to operate at same location;

(5) indication of whether a water shut-off request has been filed if entire facility has or will shut down;

(6) ultimate plans for disposal of building(s), equipment and materials;

(7) schedule for (6) above;

(8) receipts and manifests for disposal of hazardous wastes and materials, etc.; and

(9) a certification statement, signed and dated by an Authorized Representative of the Industrial User, as required by 40 CFR 403.6(a)(2)(ii) and Section 502.4(k) of these Regulations.

(g) Notice of Potential Problems

Industrial User shall notify the City immediately of all discharges which could cause problems to the POTW, including spills or slug discharges.

(h) Notice of Indication of Violation

If sampling performed by Industrial User indicates a violation, User shall notify the City within twenty-four (24) hours of becoming aware of the violation, and submit to the City within five (5) business days, unless otherwise specified, a detailed written report describing the discharge and the measures taken to prevent similar future occurrences. User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within thirty (30) days of becoming aware of the violation.

(j) Responses to Notices of Violations and Notices of Significant Non Compliance

All Users shall respond in writing to Notices of Violations and Notices of Significant Non-Compliance ("Notice") within fifteen (15) days of their receipt of these Notices or as otherwise required in the Notices. The written response must state the reasons for the violation(s), all actions that have or will be taken to return to compliance, and when full compliance will be achieved.

(k) Certification Requirement

All reports, including, but not limited to, Baseline Monitoring Reports, reports on compliance with categorical pretreatment standards and periodic compliance reports shall include the following certification statement, signed and dated by an authorized representative of the Industrial User: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(l) Signatory Requirements

All reports, including but not limited to, baseline monitoring reports and periodic compliance reports shall be signed by an Authorized Representative of the User.

**502.5 Monitoring Facilities**

(a) The City shall require monitoring facilities, to be provided and operated at the User's own expense, that allow for inspection, sampling, and flow measurement of the Building Sewer and/or internal drainage systems. The monitoring facility should normally be situated on the User's premises, but the City may, when such a location would be impractical or cause undue hardship on the User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

(b) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

(c) Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the City.

### **502.6 Inspection and Sampling**

- (a) The City may inspect User's facilities to determine compliance with Pretreatment Standards or Requirements. Persons or occupants of premises connected to the City Wastewater System shall allow the City or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination, copying of records or for the performance of any of their duties.
- (b) The City shall have the right to set up on the User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations.
- (c) Where a User has security measures in force which would require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the City shall be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

### **502.7 Pretreatment**

Users shall provide necessary wastewater treatment as required to comply with these Regulations and shall achieve compliance with all Pretreatment Standards or Requirements. Any facilities required to pre-treat wastewater to a level acceptable to the City shall be provided, operated and maintained at the User's expense. A Pretreatment Facilities Report containing detailed plans showing the pretreatment facilities and detailed operating

procedures shall be submitted to the City for review, and shall be acceptable to the City before construction or operation of the facility. Any User currently operating that has not submitted a Pretreatment Facilities Report shall submit this report to the City within fifteen (15) days of the City's request for this Report. The review of such plans and operating procedures will in no way relieve the User from its responsibility of providing an effluent limit which complies with all Pretreatment Standards or Requirements. User shall report in writing to the City any changes in its pretreatment facilities, method of operation or nature or characteristics of the wastewater prior to implementing such changes.

### **502.8 Record Keeping Requirements**

- (a) All Users shall retain all records relating to compliance with Pretreatment Standards or Requirements including documentation associated with Best Management Practices for a period of at least three (3) years, and shall contain all of the following requirements:
- (1) the date, exact place, method, and time of sampling and the names of the person or persons taking the samples;
  - (2) the dates analyses were performed;
  - (3) who performed the analyses;
  - (4) the analytical techniques/methods used; and
  - (5) the results of such analyses.
- (b) The period of retention shall be automatically extended during the course



of any unresolved dispute between the User and the City, or when the City so requests. Upon request, these records shall immediately be made available to the City for inspection and copying.

#### **502.9 Duty to Mitigate**

Industrial User shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with any Pretreatment Standards or Requirements, including such accelerated or additional monitoring as is necessary to determine the nature and impact of the non-complying discharge.

#### **502.10 Confidential Information**

(a) Information and data on a User obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User.

(b) When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request by governmental agencies for uses related to these Regulations, the City's NPDES Permit, State Disposal System permit and/or the Pretreatment Program, and for use by State and Federal government or any state or

federal agency in judicial review or enforcement proceedings involving the person furnishing the report. Effluent data, as defined in Section 501.2(q), will not be recognized as confidential information.

#### **502.11 Public Notification**

The City shall publish, at least semi-annually in the daily newspaper with the largest circulation a list of the Users which were in Significant Noncompliance, as defined in Section 501.9(c) of these Regulations, during the previous six (6) months. The notification may also summarize any enforcement actions taken against the User(s) during the same six (6) months.

#### **502.12 Enforcement**

##### **(a) Emergency Suspensions**

(1) Notwithstanding any other provisions of these Regulations, the City may suspend the wastewater treatment service and/or a Wastewater Discharge Permit when such suspension is necessary in the opinion of the City, in order to stop an actual or threatened discharge which:

(A) presents or may present an imminent or substantial endangerment to the health or welfare of persons; or

(B) presents or may present an imminent or substantial endangerment to the environment; or

(C) may cause or actually causes Interference to the POTW; or

(D) may cause or actually causes the City to violate any condition of its NPDES Permit.

(2) Any person notified of a suspension of wastewater treatment service and/or the Wastewater Discharge Permit shall immediately stop or eliminate all contributions.

(3) Should the person fail to immediately comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including but not limited to termination of water service, and/or immediate severance of the sewer connection.

(4) City shall revoke its emergency suspension order and restore wastewater and/or water service once the following information has been provided to and accepted by the City:

(A) a detailed written report describing the cause(s) of the harmful contribution and indicating what measures have been taken to prevent any future occurrence of same, and

(B) proof of the elimination of the harmful discharge.

(5) Revocation of an emergency suspension order and restoration of wastewater and/or water service shall not preclude the City from taking any other enforcement action as permitted under Sections 502.12(b)-(j), inclusive, and Section 501.9 of these Regulations.

(b) Revocation of Permit: Any User who violates these Regulations, the Wastewater Discharge Permit, or any applicable Federal, State or local law, is subject to having his Wastewater

Discharge Permit revoked in accordance with the procedures of Section 502.12(c) of these Regulations. Revocation of a User's Permit requires the User to immediately cease all wastewater discharges.

(c) Procedure for Revocation of Permit

(1) Whenever the City finds that any User has violated or is violating any Pretreatment Standards or Requirements, the City may serve personally or by regular or certified mail upon such person a notice of revocation stating the nature of the violation(s). Notice by regular mail alone shall be deemed sufficient notice.

(2) Within fifteen (15) days of the date of the notice of revocation, the User shall respond in writing. The response must state why the violation occurred, the steps taken to prevent its recurrence, and whether the violation has been corrected. If the response indicates that the violation has not been corrected, the response shall contain a plan for the immediate correction of the violation.

(3) The Commissioner shall consider the User's response, if any, before rendering his final determination order. The Commissioner's final determination order may direct that:

(A) the User's Permit be immediately revoked; or

(B) the User's Permit be revoked on a specified future date unless adequate treatment facilities, devices or other related appurtenances shall have been installed and existing treatment facilities, devices or other related appurtenances are properly operated; or

(C) the User's Permit shall continue in effect.

(4) Further orders and directives as are necessary and appropriate may be issued.

(d) Enforcement of Permit Revocation: If the User fails to immediately cease all wastewater discharges upon the revocation of his Wastewater Discharge Permit, the Commissioner may order any of the following actions to be taken:

(1) immediate termination of the User's water service;

(2) immediate severance of the User's sewer connection; and

(3) any other action designed to immediately terminate the User's wastewater discharge.

(4) All costs related to terminating or reinstating after termination the User's water and/or sewer service shall be borne by the User.

(e) Reissuance of Permit after Revocation

(1) Where a User has failed to respond to a notice of revocation in accordance with Section 501.9(c) of these Regulations and/or has failed to comply with the Commissioner's final determination order, the City may decline to reissue a permit.

(2) No permit shall be reissued until the User has submitted and completed a corrective action plan, which will ensure compliance with all Pretreatment Standards or Requirements.

(3) Prior to reissuance of a Permit the City may require the User to:

(A) file with the City a performance bond payable to the City, in a sum not to exceed a value determined by the City to be necessary to achieve consistent compliance; or

(B) submit proof that it has obtained liability insurance acceptable to the City, sufficient to restore or repair the POTW for damages that may be caused by the User's discharge.

(f) Procedure for Terminating Discharge against Non-Permitted Users

(1) Whenever the City finds that any User has violated or is violating any Pretreatment Standards or Requirements, the City may serve personally or by regular or certified mail upon such User a notice of the City's intent to terminate the User's discharge, along with a description of the User's violation(s). Notice by regular mail shall be deemed sufficient notice.

(2) Within fifteen (15) days from the date of the notice of the City's intent to terminate, the User shall respond in writing. The User's response shall include a plan for the satisfactory correction of the violation(s).

(3) The Commissioner shall consider the User's response, if any, before rendering his final determination order. The Commissioner's final determination order may direct that:

(A) the User immediately cease all wastewater contributions; or

(B) the User be prohibited from contributing wastewater into the POTW unless adequate treatment facilities are installed and operating; or

(C) the User may continue his wastewater contribution.

(4) Further orders and directives as are necessary and appropriate may be issued.

(5) If a User fails to immediately comply with the Commissioner's final determination order, the Commissioner may enforce his order by taking any or all of the actions stated in Section 502.12(d) of these Regulations. In addition, the Commissioner may use any other administrative, legal, or equitable relief available.

(6) After termination, the User may apply to the Commissioner to once again contribute wastewater into the City's system. The Commissioner may accept, deny, or condition his acceptance of the application pursuant to Section 502.12(e) of these Regulations.

(g) Administrative Orders

(1) Whenever a User has violated or continues to violate any Pretreatment Standards or Requirements, the Commissioner may issue an Administrative Order requiring the User to correct the violations and to return to compliance. The Order may require that the User take any or all of the following actions:

(A) install new or additional pretreatment facilities to ensure compliance with all Pretreatment Standards or Requirements;

(B) make operational changes to ensure compliance with all Pretreatment Standards or Requirements;

(C) meet interim and/or final deadlines by which actions and/or compliance must be achieved;

(D) conduct additional self-monitoring and additional reporting;

(E) require remediation of any damage done to the POTW or the environment;

(F) establish interim effluent limits;

(G) require the User's Wastewater Discharge Permit to be amended in accordance with these Regulations;

(H) require the User to submit information and reports;

(I) pay fines in accordance with Section 501.9 of these Regulations; or

(J) take any other action, which the Commissioner deems necessary to ensure both present and future compliance with all Pretreatment Standards or Requirements.

(2) If the User fails to comply with the Administrative Order, the User's wastewater and/or water service may be terminated. The issuance of an Administrative Order shall not be a bar against, or a prerequisite for, taking any other action against the User. If the User wishes to contest the Administrative Order, he shall file its appeal pursuant to

the Philadelphia Home Rule Charter within 30 days. Failure to appeal within this time period shall result in a waiver of all legal rights to contest the violation or any provisions contained in the Order.

**(h) Administrative Consent Orders**

The Commissioner may enter into Administrative Consent Orders establishing an agreement with any User. An Administrative Consent Order may contain any or all of the provisions contained in Section 502.12(g) of these Regulations. Administrative Consent Orders shall have the same force and effect as Administrative Orders.

**(i) Legal Action**

If any person violates any Pretreatment Standards or Requirements, the City Solicitor may commence an action for appropriate legal and/or equitable relief in the appropriate court.

**(j) Injunctive Relief**

If an Industrial User violates any Pretreatment Standards or Requirements, the City may petition the Court for an injunctive relief, which restrains or compels the activities on the part of the Industrial User.

**503.0 MISCELLANEOUS**

**503.1 City's Right of Revision**

The City reserves the right to establish by regulation more stringent limitations or requirements on discharges to the City's Wastewater System if deemed necessary to comply with the objectives presented in Section 501.1 of these Regulations.

**503.2 Severability**

If any provision, paragraph, word, section, or article of these Regulations is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

**503.3 Conflict**

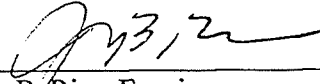
All other regulations and parts of other regulations inconsistent or conflicting with any part of these Regulations are hereby repealed to the extent of such inconsistency or conflict.

**503.4 Effect of Regulations**

These Regulations shall apply to the City and to persons outside the City who are, by contract or agreement with the City, users of the POTW.

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 March 12, 2018.

A handwritten signature in black ink, appearing to read "JBR", written over a horizontal line.

John B. Rice, Esquire  
Grim, Biehn & Thatcher  
Township Solicitor

J. LAWRENCE GRIM, JR.  
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  
STEPHEN J. KRAMER  
REBECCA A. O'NEILL\*†  
MICHAEL K. MARTIN  
JULIANNE E. BATEMAN

\* ALSO ADMITTED IN NEW JERSEY  
◊ ALSO ADMITTED IN NEW YORK  
† MASTERS IN TAXATION  
\* ALSO A CERTIFIED PUBLIC ACCOUNTANT

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[www.grimlaw.com](http://www.grimlaw.com)

John B. Rice  
e-mail: [jrice@grimlaw.com](mailto:jrice@grimlaw.com)

JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET  
P.O. BOX 215  
PERKASIE, PA. 18944-0215  
(215) 257-6811  
FAX (215) 257-5374  
  
(215) 536-1200  
FAX (215) 538-9588  
  
(215) 348-2199  
FAX (215) 348-2520

February 28, 2018

Delaware County Law Library  
Delaware County Courthouse  
201 W. Front Street  
Media, PA 19063

Re: Radnor Township/PWD Ordinance

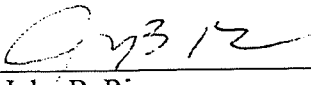
Dear Sir/Madam:

Enclosed for filing with your office, 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 March 12, 2018. Please keep the enclosed Ordinance available for public inspection and/or photocopying through the hearing date.

If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

**GRIM, BIEHN & THATCHER**

By:   
John B. Rice

JBR/hlp  
Enclosure

cc: Robert A. Zienkowski, Township Manager (w/encl.) – via email  
Jennifer DeStefano (w/encl.) – via email

**RESOLUTION NO. 2018-35  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, APPROVING THE PRELIMINARY/FINAL  
SUBDIVISION PLAN APPROVAL FOR 230 ASHWOOD ROAD AND  
317 HILLDALE ROAD**

*WHEREAS*, Keith Hacke and Kristie Hacke (“Applicant”) submitted a Preliminary/Final Subdivision Plan to convey land from 230 Ashwood Road, Villanova, PA 19085 to the adjacent property located at 317 Hilldale Road, Villanova, PA 19085 resulting in a lot line change for both properties which are located in the Township’s R-2 Residential Zoning District (“Properties”); and

*WHEREAS*, the Radnor Township Planning Commission has reviewed the Preliminary/Final Plan submission of Applicant; and

*WHEREAS*, the Board of Commissioners of Radnor Township now intends to approve the Preliminary/Final Plans of Applicant, prepared by JMR Engineering, LLC.

*NOW, THEREFORE*, be it hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby approve the Preliminary/Final Subdivision Plans of JMR Engineering, LLC, consisting of two (2) sheets, dated October 30, 2017, subject to the following Preliminary/Final Plan approval conditions:

1. Compliance with Zoning comment 2 and General comments, paragraphs 1 through 5, of the correspondence of Gannett Fleming dated January 29, 2018, a copy of which is attached hereto and incorporated herein as *Exhibit “A”*.
2. The Applicant shall comply with all other applicable Ordinances with respect to sewage, stormwater management, zoning building code, and all county, state, federal rules and regulations and statutes.
3. In addition to the foregoing conditions of Preliminary/Final plan approval, the following Subdivision and Land Development Ordinance waiver is approved:
  - a. Section 255-22.B(1)(k) waiving the requirement for the 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 to be shown on the plan.



***SO RESOLVED***, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 12<sup>th</sup> day of March, 2018.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Lisa Borowski  
Title: President

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

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

**DATE:** March 6, 2018

**TO:** Radnor Township Board of Commissioners

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

**CC:** Robert A. Zienkowski, Township Manager  
William M. White, Assistant Township Manager/Finance Director

**LEGISLATION:** **Resolution #2018-35 -A Resolution of Radnor Township, Delaware County, Pennsylvania, Approving the Preliminary/Final Subdivision Plan Approval for 230 Ashwood Road and 317 Hildale Road**

---

**LEGISLATIVE HISTORY:** At the February 26<sup>th</sup> regularly scheduled Board of Commissioners meeting, the SALDO Application #2017-S-09 - 230 Ashwood Road Minor Final Subdivision Plan was presented to the Commissioners at Caucus.

**PURPOSE AND EXPLANATION:** The applicant is again before the Board of Commissioners, seeking FINAL approval for the minor subdivision. The plan before the Board notes that two small parcels will be conveyed from Lot #1 to Lot #2 (minor subdivision). Please find attached the Gannett Fleming and Gilmore review letters, as well as the application and plan set.

**IMPLEMENTATION SCHEDULE:** Pending Board of Commissioners authorization, the approved subdivision plans will be recorded with Delaware County.



# Gannett Fleming

*Excellence Delivered **As Promised***

**Date:** February 19, 2018

**To:** Steve Norcini, PE Township Engineer

**From:** Roger Phillips, PE

**cc:** Kevin W. Kochanski, RLA, CZO – Director of Community Development  
Peter Nelson, Esq. – Grim, Biehn, and Thatcher  
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.  
Patricia Sherwin – Radnor Township Engineering Department  
Ray Daly – Radnor Township Codes Official

**RE:** 230 Ashwood Road and 317 Hilldale Road– Minor Final Plan  
Keith & Kristie Hacke – Applicant

Date Accepted: January 9, 2018

90 Day Review: April 9, 2018

---

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

The applicant is proposing to convey land from 230 Ashwood Road to 317 Hilldale Road. No improvements are proposed at this time. We do note that a grading permit was submitted to the Township to construct a house on 230 Ashwood. We also note that the impervious coverage calculations shown on the plan indicate a proposed home on the site.

We note that these plans were submitted as 55 Ashwood Road. According to Radnor Township and the Delaware County property records there is no address of 55 Ashwood Road. Township Staff have indicated that this property is 230 Ashwood Road in the Township records.

55 Ashwood Road (we note this is incorrect and should be 230 Ashwood Road)

Plans Prepared By: JMR Engineering, LLC

Dated: 10/27/2017

## Zoning

1. The applicant has existing nonconformities regarding side yard setbacks and impervious coverage that they wish to continue. The existing nonconformities will not be increased with this project.
2. The side yard setbacks for the existing and proposed lot 2 appear to be incorrect and must be clarified.



**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). 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. Ashwood Road and Hilldale Road are local streets. The right-of-way requirement is 60 feet and the cartway is 28 feet. The existing right-of-way is 40 feet and the cartway is 24 feet.

**General**

1. The bearing and distances shown on the plans are not the same as in the deeds submitted. The applicants engineer should explain the differences.
2. New deeds must be prepared and recorded at the Delaware County Court house at the time of plan recording.
3. The signature block must be revised to indicated Commissioners, not Supervisors.
4. Note 8 under general notes must be explained. It indicates that the proposed sanitary sewer main and manhole within the public right of way is offered to Radnor Township for dedication. These plans do not indicate any improvements.
5. The plans must be revised to remove 55 Ashwood and the correct address provided.

The applicant appeared before the Planning Commission on February 5, 2018. The Planning Commission recommended approval conditioned on the applicant complying with staff comments and granting the requested waiver.

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:** January 29, 2018

**To:** Steve Norcini, PE Township Engineer

**From:** Roger Phillips, PE

**cc:** Kevin W. Kochanski, RLA, CZO – Director of Community Development  
Peter Nelson, Esq. – Grim, Biehn, and Thatcher  
Amy B. Kaminski, P.E. – Gilmore & Associates, Inc.  
Patricia Sherwin – Radnor Township Engineering Department  
Ray Daly – Radnor Township Codes Official

**RE:** 230 Ashwood Road and 317 Hilldale Road– Minor Final Plan  
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Plans Prepared By: JMR Engineering, LLC

Dated: 10/27/2017

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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. Ashwood Road and Hilldale Road are local streets. The right-of-way requirement is 60 feet and the cartway is 28 feet. The existing right-of-way is 40 feet and the cartway is 24 feet.

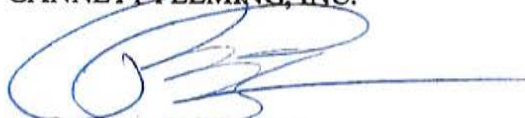
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3. The signature block must be revised to indicated Commissioners, not Supervisors.
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5. The plans must be revised to remove 55 Ashwood and the correct address provided.

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:** January 25, 2018

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

**From:** Amy Kaminski, P.E., PTOE, Gilmore & Associates, Inc.  
Transportation Services Manager

**cc:** Roger A. Phillips, P.E., Gannett Fleming, Inc., Senior Associate  
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.

**Reference:** 55 Ashwood Road and 317 Hilldale Road  
Minor Final Subdivision Review 1  
Radnor Township, Delaware County, PA  
G&A No. 18-01156

---

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

**A. BACKGROUND**

The Applicant proposes to record a lot line change to convey lands from 55 Ashwood Road (Skafs TMP 36-02-00798-03) to 317 Hilldale Road (Hackes TMP 36-02-01099-00).

The existing driveway for 317 Hilldale Road encroaches on 55 Ashwood Road; the property line adjustment will eliminate the encroachment. There are no other improvements associated with this application.

**B. DOCUMENTS REVIEWED**

1. Site Plan for 55 Ashwood Road, prepared by JMR Engineering, LLC, dated December 08, 2017.
2. Subdivision and Land Development Application.
3. Application for Act 247 Review.

**C. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS**

The minor final subdivision plan is for a lot line change. We have no Transportation related comments.

---

BUILDING ON A FOUNDATION OF EXCELLENCE

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

[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

**LISA BOROWSKI**  
*President*

**LUCAS A. CLARK, ESQ.**  
*Vice President*

**JAKE ABEL**

**RICHARD F. BOOKER, ESQ.**

**SEAN FARHY**

**JOHN NAGLE**



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

Phone (610) 688-5600

Fax (610) 971-0450

www.radnor.com

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

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

**KATHRYN GARTLAND**  
*Treasurer*

January 10, 2018

Keith & Kristie Hacke  
317 Hilldale Road  
Villanova, PA 19085

**RE: Minor Final Subdivision Application #2017-S-09**  
**Ashwood Road (Folio #36-02-00798-03) & 317 Hilldale Road**

Dear Mr. and Mrs. Hacke:

In accordance with Section 255-18 of the Subdivision of Land Code of the Township of Radnor, we have reviewed your minor final subdivision application to adjust the lot line to convey land from the Skafs (Ashwood Road Folio #36-02-00798-03) to the Hackes (317 Hilldale Road). Therefore, I have accepted the application for minor final subdivision for review by the Township Staff, Shade Tree Commission, Planning Commission, and Board of Commissioners.

These plans are available for public viewing in the Engineering Department. These plans will be reviewed by the Planning Commission at their meeting on **Monday February 5, 2018**.

Planning Commission meetings begin at **7:00 P.M.** These meetings will be held in the Radnor Township Municipal Building, 301 Iven Ave., Wayne, Pa 19087.

Sincerely,

Stephen F. Norcini, PE  
Township Engineer



**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 317 Hilldale Road - Minor Lot Line Change

Zoning District R-2

Application No. \_\_\_\_\_  
(Twp. Use)

Fee \$350

Ward No. \_\_\_\_\_

Is property in HARB District \_\_\_\_\_

Applicant: (Choose one)

Owner

Equitable Owner \_\_\_\_\_

Name Keith & Kristie Hacke

Address 317 Hilldale Road, Villanova, Pa. 19085

Telephone (484) 925-8767 Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email Hacke.Keith@phillyzoo.org

Designer: (Choose one)

Engineer

Surveyor \_\_\_\_\_

Name John M. Robinson, P.E.

Address 55 Country Club Drive, Suite 201, Downingtown, PA 19335

Telephone (484) 880-7342 Fax \_\_\_\_\_

Email Jack@JMREngineering.com

Area of property 1.253 + 0.426 (Ac.)

Area of disturbance N/A

Number of proposed buildings 1

Proposed use of property \_\_\_\_\_

Number of proposed lots 2

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

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

No

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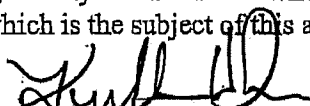
Individual/Corporation/Partnership Name

Keith & Kristie Hacke

---

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

Signature



Print Name Keith Hacke

---

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 Keith Hacke E-mail Hacke.Keith@phillyzoo.org

Address 317 Hilldale Road, Villanova, Pa. 19085 Phone (484) 925-8767

Name of Development 55 Ashwood Road (317 Hilldale Road - Minor Lot Line Change)

Municipality Radnor Township

**ARCHITECT, ENGINEER, OR SURVEYOR**

Name of Firm JMR Engineering, LLC Phone (484) 880-7342

Address 55 Country Club Drive, Suite 201, Downingtown, PA 19335

Contact John M. Robinson, P.E. E-mail Jack@JMRengineering.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 checked="" type="checkbox"/> Preliminary	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Wetlands
<input type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input 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

Tax Map # 36 / 16 / 048-255

Tax Folio # 36 / 02 / 00798 / 03

**STATEMENT OF INTENT**

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

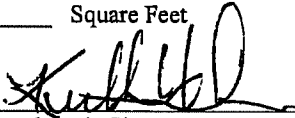
Existing and/or Proposed Use of Site/Buildings:

Existing Use: Residential, Proposed Use: Residential

The purpose of this plan is for a Lot Line Change to convey lands from the Skafs to the Hackes

Total Site Area	<u>1.253 + 0.426 Gross</u>	Acres
Size of All Existing Buildings	<u>2,998</u>	Square Feet
Size of All Proposed Buildings	<u>2,312</u>	Square Feet
Size of Buildings to be Demolished	<u>N/A</u>	Square Feet

Keith Hacke  
Print Developer's Name

  
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

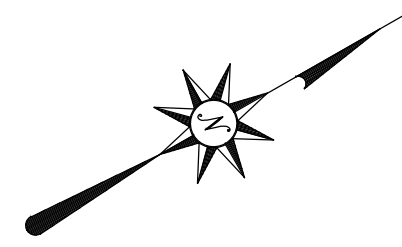
\_\_\_\_\_  
Date

**FOR DCPD USE ONLY**

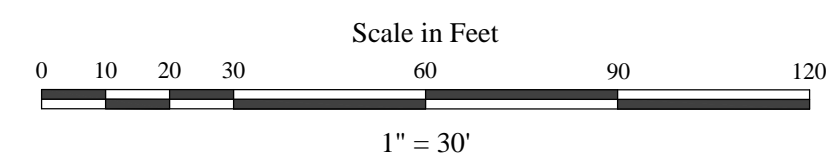
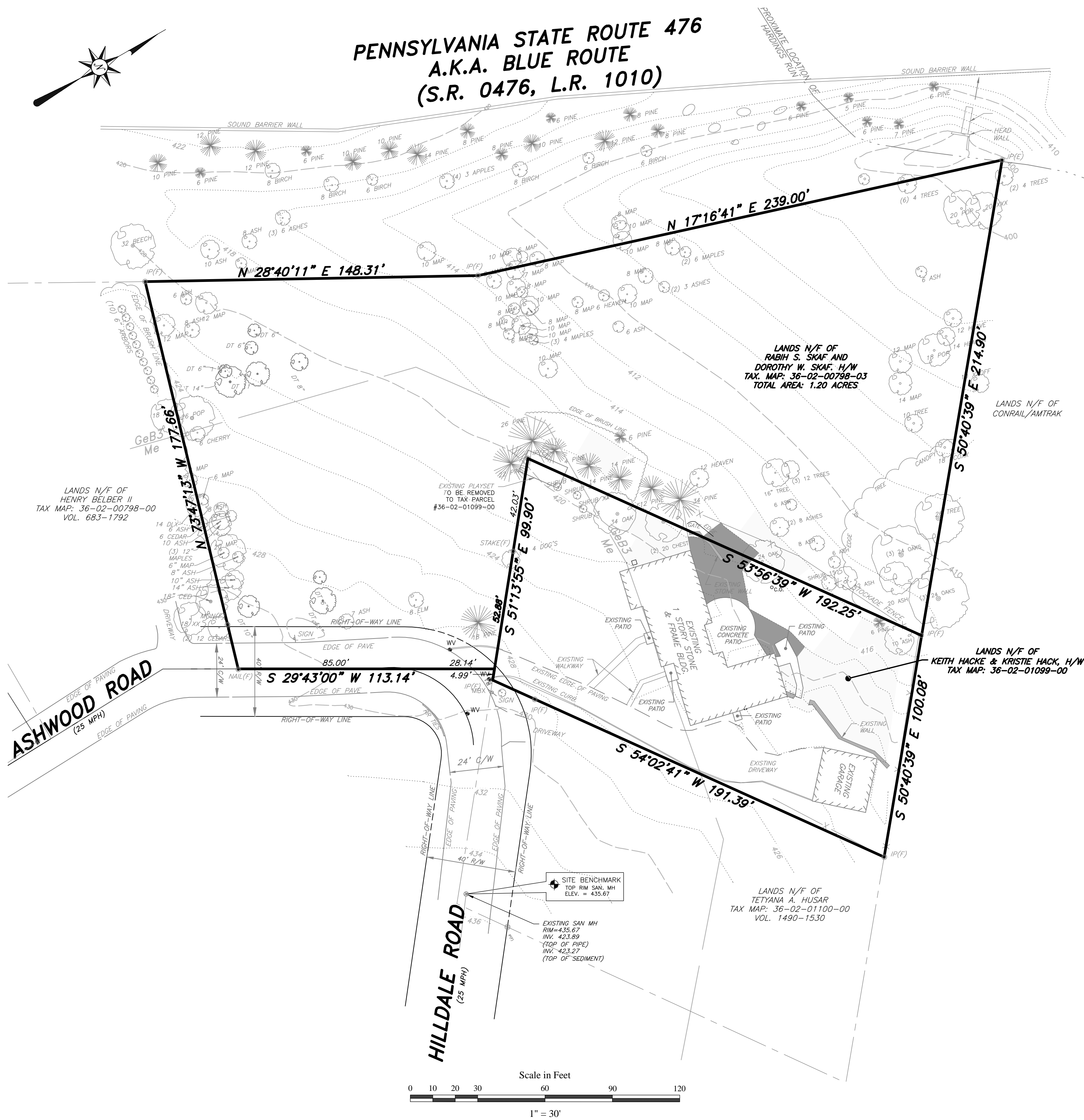
Review Fee: Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_ Date Received \_\_\_\_\_

**Applications with original signatures must be submitted to DCPD.**



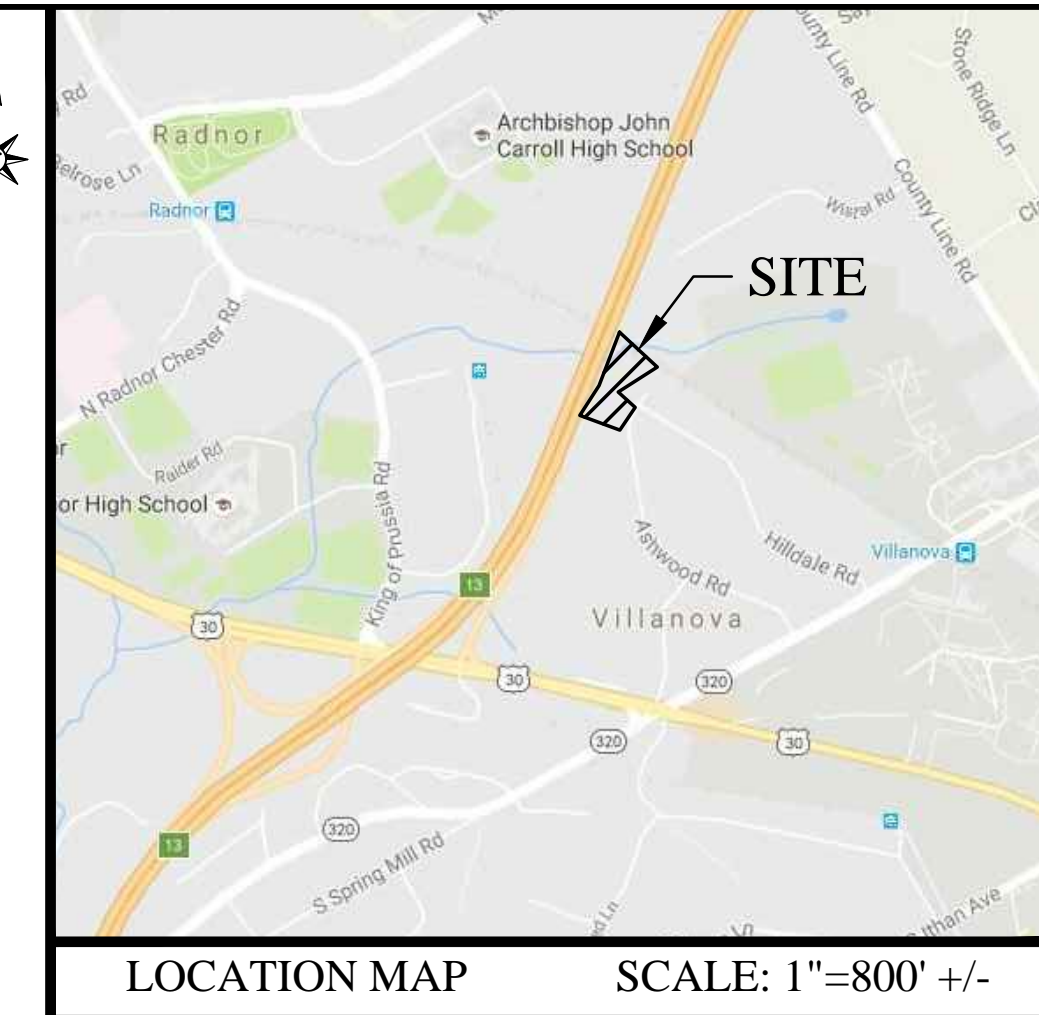


**PENNSYLVANIA STATE ROUTE 476  
A.K.A. BLUE ROUTE  
(S.R. 0476, L.R. 1010)**



SYMBOL	DESCRIPTION	DEPTH TO SEASONALLY HIGH WATER TABLE	DEPTH TO BEDROCK	SUITABILITY FOR: ROAD SUBGRADE ROAD FILL TOPSOIL	CHARACTERISTICS THAT AFFECT: FARM POND EMBANKMENTS VERY LIMITED	HYDROLOGIC SOIL GROUP
GeB3	GLENDEL CHANNERY LOAM, 3-8% SLOPES SEVERELY ERODED	80"+	60"-120"	FAIR	FAIR	B
Me	MADE LAND, SCHIST AND GNEISS MATERIALS	60"	40"-72"	VERY LIMITED	POOR	C

- LEGEND**
- BOUNDARY LINE
  - - - ADJOINER BOUNDARY LINE
  - - - LEGAL RIGHT-OF-WAY LINE
  - ▨ EXISTING BUILDING LINE
  - ▬ EXISTING CURB
  - ▬ EXISTING EDGE OF PAVING
  - ▬ EXISTING STORM SEWER
  - - - EXISTING SANITARY SEWER
  - - - EXISTING WATER LINE
  - - - EXISTING GAS LINE
  - - - EXISTING OVERHEAD ELECTRIC LINE
  - - - EXISTING UNDERGROUND ELECTRIC LINE
  - - - EXISTING FENCE LINE
  - - - EXISTING WETLANDS
  - - - EXISTING STREAM
  - ▬ EXISTING FEMA FLOODPLAIN
  - - - EXISTING RIPARIAN BUFFER LINE
  - - - EXISTING 2' CONTOURS
  - - - EXISTING 10' CONTOURS
  - ~ ~ ~ EXISTING TREE LINE
  - Md EXISTING SOILS LINE
  - NaB2 EXISTING IRON PIN
  - EXISTING CONCRETE MONUMENT
  - ⊕ EXISTING SIGN
  - ▨ EXISTING STORMWATER INLET
  - EXISTING STORMWATER MANHOLE
  - EXISTING SANITARY MANHOLE
  - EXISTING WATER VALVE
  - EXISTING WATER METER
  - EXISTING FIRE HYDRANT
  - EXISTING GAS VALVE
  - EXISTING UTILITY POLE
  - EXISTING SPOT ELEVATIONS
  - x 402.7 TEST PIT LOCATION
  - △ 1941 SEPTIC PERCOLATION TEST LOCATION
  - EXISTING DECIDUOUS TREE
  - EXISTING CONIFEROUS TREE
  - ▬ EXISTING SLOPES 15-20%
  - ▬ EXISTING SLOPES 20%+



LOCATION MAP SCALE: 1"=800' +/-

- SURVEY NOTES:**
- ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DEVELOPED FROM EXISTING UTILITY RECORDS AND/OR ABOVE GROUND EXAMINATION OF THE SITE. COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES OR STRUCTURES CANNOT BE GUARANTEED. CONTRACTOR MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE START OF WORK PER PENNSYLVANIA ACT 287 AS AMENDED BY ACTS 38 AND 187.
  - TOPOGRAPHIC AND BOUNDARY SURVEY BY YERKES ASSOCIATES, AS OF JANUARY, 2002.
  - BASIS OF BEARINGS: DEED REFERENCE, ROTATED TO APPROXIMATE NORTH.
  - VERTICAL DATUM: APPROXIMATE U.S.G.S. CONTOUR IN CENTERLINE OF ASHWOOD ROAD, 70' +/- SOUTH OF INTERSECTION WITH HILLSDALE ROAD, ELEV. = 430.0, AS SHOWN ON REFERENCE MAP #2, LISTED BELOW.
  - TITLE REPORT UTILIZED: COMMONWEALTH LAND TITLE INSURANCE COMPANY POLICY NO.: 165-038771, FILE NO.: C992200, DATED JULY 3, 1991. THE FOLLOWING SCHEDULE 'B', SECTION II, ITEMS SHOWN ON THIS PLAN:
    - EASEMENT OVER PORTION OF PREMISES FOR HIGHWAY PURPOSES FOR STATE HIGHWAY ROUTE 1010 AND HIGHWAY ROUTE 142 RECORDED IN DEED BOOK 2358 PAGE 410 AND HIGHWAY PLAN BOOK VOLUME 8 PAGE 10 AND 11.
    - EASEMENT OF HILLDALE ROAD ONTO PREMISES IN QUESTION.
    - PREMISES IS BOUNDED ON NORTHEAST BY RIGHT OF WAY OF CONRAIL (PENN CENTRAL) RAILROAD.
    - CONDITIONS DISCLOSED BY SURVEY MADE BY PLAN FOR MELLON BANK MADE BY YERKES ASSOCIATES, INC., BRYN MAWR, PA, DATED 5-16-1991:
      - ENCROACHMENT OF 8 FEET STOCKADE FENCE.
      - 40 FEET WIDE RIGHT OF WAY EXTENSION.
      - NOTES ON PLAN.
- ITEMS: 1, 2, 3, 4, 5, 6, 7, 8, 13, 14 AND 15 APPEAR TO BE EITHER NO LONGER APPLICABLE (APPLIED TO PREVIOUS ESTATE OF BENJAMIN CHEW OR NOT PLOTTABLE [AGREEMENTS, RESTRICTIONS]).

- GENERAL NOTES:**
- PARCEL INFORMATION SHOWN FROM COMMON DEED:
    - RABIH & DOROTHY W. SKAF
    - TAX FOLIO #36-02-00798-03
    - DEED BOOK 3323, PAGE 1070
    - KEITH & KRISTIE HACKE
    - TAX FOLIO #36-02-01099-00
    - DEED BOOK 5457, PAGE 0828
  - THE PURPOSE OF THIS PLAN IS TO CONVEY LAND FROM LAND N/F OF RABIH S. SKAF AND DOROTHY W. SKAF TO LAND N/F OF KEITH HACKE AND KRISTIE HACKE.
  - TOPOGRAPHY AND BOUNDARY FROM FIELD SURVEY BY YERKES ASSOCIATES, INC., JANUARY 2002. FIELD SURVEY SUPPLEMENTED BY DIENER SURVEYING SERVICES, OCTOBER 2016 & OCTOBER 2017. ELEVATION INFORMATION IS BASED ON AN ASSUMED DATUM (REFER TO SURVEY NOTES NO. 4 BELOW).
  - THERE ARE NO FLOODPLAIN AREAS ON THIS SITE PER FLOOD INSURANCE RATE MAP NO. 42045C0036F, EFFECTIVE DATE OF NOVEMBER 18, 2009, ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
  - SITE DRAINS TO HARDINGS RUN, TRIBUTARY TO DARBY CREEK WITHIN THE DARBY CREEK WATERSHED WHICH IS CLASSIFIED AS A COLD WATER FISHERY, MIGRATORY FISH (CWF-MF); TAKEN FROM DEP CODE TITLE 25, CHAPTER 93.
  - SOILS PLOTTED FROM NATIONAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY, BY UNITED STATES DEPARTMENT OF AGRICULTURE.
  - THE PROPERTY IS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
  - THE PROPOSED SANITARY SEWER MAIN AND MANHOLE WITHIN THE PUBLIC RIGHT OF WAY IS OFFERED TO RADNOR TOWNSHIP FOR DEDICATION.

- REFERENCE PLANS:**
- MAP OF PROPERTY OF WILLIAM HANNA BY M.R. & J.B. YERKES DATED MARCH 24, 1950.
  - TOPOGRAPHIC MAP OF PROPERTY OF THE ESTATE OF BENJAMIN CHEW BY MILTON R. YERKES, C.E. DATED AUGUST 19, 1938.
  - PROPERTY SURVEY PLAN MADE FOR MR. AND MRS. BRANDON BARRINGER BY YERKES ASSOCIATES, INC. DATED JANUARY 4, 1989.
  - PENNDOT RIGHT-OF-WAY PLANS (DISTRICT: 6-0, ROUTE: L.R. 1010, SECTION: 600, SHEETS: 29, 101 REVISED AND 10-8 OF 150).
  - MAP MADE FOR ANTHONY FALCONE BY ALVA L. ROGERS DATED APRIL 4, 1964.
  - PLAN OF PROPERTY PREPARED FOR MELLON BANK, BY YERKES ASSOCIATES, INC., PLAN NO. M 1170, DATED MAY 16, 1991, LAST REVISED FEB. 4, 1992.

**RECORD OWNER:**  
KEITH & KRISTIE HACKE  
317 HILLDALE RD  
VILLANOVA, PA 19085  
PHONE: (481) 925-8767

**EQUITABLE OWNER:**  
CAVALIER HOMES, LLC  
391 WILMINGTON PIKE  
SUITE 3, #103  
GLEN MILLS, PA 19342  
PHONE: (610) 656-6105

**JMR ENGINEERING, LLC**

PROFESSIONAL CIVIL ENGINEERING • LAND PLANNING SERVICES  
55 COUNTRY CLUB DRIVE, SUITE 201 - DOWNINGTOWN, PA 19335  
VOICE: (484) 880-7442 - FAX: (610) 594-6669  
EMAIL: ADMIN@JMRENGINEERING.COM  
WEBSITE: WWW.JMRENGINEERING.COM

**JOHN M. ROBINSON**  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. PE056271

**UTILITY USERS LIST**

USERS	RESPONSES

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1-800-242-1776  
POCS SERIAL NUMBER:  
20170121904

**PLAN REVISIONS**

REV	DATE	DESCRIPTION OF CHANGES

**SITE PLAN FOR 55 ASHWOOD ROAD**

LOCATION:  
55 ASHWOOD ROAD  
VILLANOVA, PA 19085  
RADNOR TOWNSHIP  
DELAWARE COUNTY, PA

PARCELS:  
**TAX PARCEL NUMBER:**  
36-02-00798-03

CLIENT:  
**CAVALIER HOMES, LLC**  
391 WILMINGTON PIKE,  
SUITE 3, #103  
GLEN MILLS, PA 19342

PROJECT No.:	1164-B
SURVEY REF.:	1164-B (DSS)
DRAWN BY:	E.C.R.
CHECKED BY:	J.M.R.
PLAN DATE:	OCTOBER 30, 2017
PLAN SCALE:	1" = 30'

**LOTLINE CHANGE PLAN**

SHEET NUMBER:  
**2 OF 2**

Plot Date: Fri. Dec. 08, 2017

**RESOLUTION NO. 2018-36**  
**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE**  
**COUNTY, PENNSYLVANIA, APPROVING THE PREPARATION AND ADVERTISING OF**  
**REQUESTS FOR PROPOSALS, AND ESTABLISHING A POLICY OF REGULARLY**  
**REQUESTING AND REVIEWING PROPOSALS FOR PROFESSIONAL SERVICES**  
**TO THE TOWNSHIP OF RADNOR**

WHEREAS, various contracts for professional services to the Township of Radnor (the “Township”) have been in place for many years, including but not limited to those for engineering consulting services/development plan review and associated services, traffic consulting services, legal/solicitor services and owners representative/project management services, and;

WHEREAS, the Township Board of Commissioners deems it good stewardship, beneficial and in the best interest of the public to regularly bid out, and/or request proposals from various professional services firms for review and evaluation, relative to such professional services in excess of \$15,000 per year currently being provided to the Township, the Township Board of Commissioners and the community of Radnor; and

WHEREAS, the Township Board of Commissioners deems it beneficial in the best interest of the public to regularly review all ongoing professional services contracts in excess of \$15,000 per year, and evaluate whether alternative providers would be able to provide more cost effective or otherwise better or enhanced professional services to the Township, to the Township Board of Commissioners and the community of Radnor at that same or lower cost; and

WHEREAS, the current professional service contracts for the Township and to the Township Board of Commissioners have not been re-bid or evaluated with respect to alternative providers for some time, and the Board of Commissioners has not evaluated whether other providers of engineering consulting/development plan review and associated services, traffic consulting, legal, owners representative/project management and other professional services would enhance the performance and efficiency of the Township, and improve its operations; and

WHEREAS, the Board of Commissioners of the Township of Radnor are desirous of undertaking an evaluation and review of proposals from existing and potential professional services providers, including but not limited to engineering consulting services for plan reviews and ancillary land development, traffic consultant services, legal/solicitor services and owners representative/project management services.

NOW, THEREFORE, be it RESOLVED by the Board of Commissioners of Radnor Township as follows:

- 1) The Board of Commissioners does hereby authorize the Township Manager to advertise and request on behalf of the Township and its Board of Commissioners, that qualified engineering consulting services/development plan review and associated services, traffic consulting services, legal/solicitor services and owners representative/project management services firms submit proposals for professional services to the Township.

- 2) All professional service proposal requests shall be advertised in newspapers of general circulation, on the Township website and on other media as deemed appropriate.
- 3) Professional service proposals pursuant to this Township request for proposals, shall be accepted for review by the Radnor Township Board of Commissioners for engineering consulting/development plan review and related services, traffic engineering consultation, legal/Township solicitor services and owners representative/project management services or other professional services as approved by the Township Board of Commissioners. Proposals for professional services related to the outsourcing of land planning, community development and code enforcement may also be submitted, at the option of the service providers submitting professional service proposals for review.
- 4) All proposals must be submitted within four (4) weeks from the date of authorization of this resolution.
- 5) All proposals shall provide necessary detail to evaluate the services sought to be provided, and shall include schedules of hourly rates, annual fees, retainers, and/or other detail as necessary to fully describe the work to be undertaken and the professional services contract to be entered into with the Township.
- 6) It is the policy of the Township Board of Commissioners that requests for proposals for professional services as provided herein, shall be made and accepted for review, every three (3) year period, from the date hereof.

Be it therefore Resolved, this \_\_\_\_ day of \_\_\_\_\_, 2018

RADNOR TOWNSHIP

---

Lisa Borowski, President

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



A MOTION AUTHORIZING THE PREPARATION OF AN AMENDMENT TO THE EXISTING  
REGULATIONS REGARDING TREE REMOVAL IN RADNOR TOWNSHIP

Whereas it is in the public interest to reduce to the extent possible, the destruction of power lines from falling trees and or tree branches in Radnor Township, and

Whereas there are substantial requirements and regulations currently in place under the Radnor Township Code, limit, prohibit or otherwise impede Radnor residents from removing trees on their properties, even in cases where the removal of trees would be beneficial to maintaining continuous electrical service to the neighborhoods and communities within Radnor Township, and

Whereas, it would be in the best interests, and beneficial to the public to reduce the potential for damage to the electrical lines in Radnor Township, which currently serve to provide electrical power to Radnor Township and its residents, and

Whereas, the growth of trees in Radnor Township has gotten to a point, where many trees are so large, and located in places where such trees, whether healthy or not, do or may pose a threat to existing power lines, which power lines provide a public service and convenience of electrical power to the residents of Radnor Township, and

Whereas, in order to preserve the continuous public benefit and convenience of electrical power transmission to the residents and businesses of the Township of Radnor, it is beneficial to have removed at the option and expense of a property owner, any tree that poses any threat to the existing electrical distribution lines within the existing right of way of any street in Radnor Township, and

Whereas, the Township policy or ordinance should not in any way restrict, prohibit or penalize any Radnor constituent, who at his own cost, wishes to remove any number of trees from the existing street right of way on his or her property in order to preserve the continuous public convenience of electrical power to the residents and neighborhoods in Radnor.

In order to affect a new policy, as provided above, I move as follows:

That the BOC direct staff to prepare a draft ordinance to implement the following changes to existing Township requirement, and submit the draft ordinance to the Shade Tree Commission for review and opinion, and place the draft ordinance on the Board of Commissioners agenda no later than April 30 of 2018:

Notwithstanding the requirements of this section or any other section of chapter 263-1 et seq. of the Radnor Municipal Code, the following described trees, are exempt from the requirements of that chapter.

Any tree of any species, of any diameter (weather or not previously designated as an “Heritage” tree), and in any number, which the Radnor resident reasonably believes pose a threat to any existing power lines located in the right of way of any street of Radnor, and also on such resident’s property, and furthermore, that the resident proposes to, or does remove at his or her own expense.

The Township reporting provisions of section 263-6(A) of the Radnor Municipal Code shall apply to any trees so exempted.