BOARD OF COMMISSIONERS AGENDA

Monday, April 23, 2018 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of April 23, 2018

- 1. Consent Agenda
 - a) Disbursement Review and Approval: 2018-04A, 2018-04B
 - b) Acceptance of Department Monthly Reports
 - c) Approval of the April 9, 2018 Board of Commissioner meeting minutes
 - d) Resolution #2018-43 Authorizing the execution of a grant application to the Department of Conservation and Natural Resources (DCNR) for the Radnor Trail Extension Project
 - e) Resolution #2018-44 Amending the 2018 Wage and Salary Schedule for the Part-Time Recreation Coordinator
 - f) 111 Walnut Avenue, GP 18-022, Requesting a Waiver of 245-22 of the Radnor Township Stormwater Management Ordinance
 - g) Resolution #2018-47 Purchase and equip new Police Vehicles 2018 Capital Budget
 - h) Resolution #2018-48 Authorizing the Purchase of a Comfort Station for Emlen Tunnell Park
- 2. Recognition of Radnor Hotel for their Sponsorship Support of the 7th Annual Daddy-Daughter Dance
- 3. Police Commendations/Awards/Unit Citations
- 4. Swearing in of Three (3) Radnor Township Police Officers
- 5. Public Participation *Individual comment shall be limited to not more than five (5) minutes per Board policy*
- 6. Committee Reports

PERSONNEL & ADMINISTRATION

- A. Discussion and Possible motion to reschedule the May 14th BOC meeting to May 7th
- B. Discussion regarding the Proposed Willows Lease
- C. Motion to Approve Ethics Training by Pennsylvania State Ethics Committee be offered to Radnor Township Board of Commissioners, Radnor Township Employees, Members of Radnor Township Boards and Commissions, Interested Members of the Public (*Requested by Commissioners Borowski & Clark*)
- D. Resolution #2018-45 Sunshine Act and Open Records Training (*Requested by Commissioner Abel*)
- E. Discussion of the Evaluation Process for Solicitations Received for Professional Services: Land Development, Traffic & Transportation, Solicitor, Labor Attorney and Inspections Services

PARKS & RECREATION

- F. Discussion: Parks & Rec Board Roles & Responsibilities
- G. Discussion of Parks & Recreation Board involvement pertaining to the Willows
- H. Resolution #2018-46 Radnor Township bans the installation of commercial cell towers on township parkland (*Requested by Commissioner Abel*)

PUBLIC WORKS & ENGINEERING

- I. Discussion of Bid Results & Funding of the Wayne Business District Sidewalk and Street Cleaning Proposal (*Requested by Commissioner Marshall*)
- J. Resolution #2018-40 Authorizing Meliora Design to Provide Basin Retrofit Evaluations, as Part of the Township's MS4 Pollution Reduction Plan
- K. Resolution #2018-41 Authorizing Meliora Design to Provide a Stormwater Analysis and Green Infrastructure Design for Projects Upstream of the North Wayne Field Basin
- L. Ordinance #2018-06 (*Introduction*) An Ordinance of Radnor Township, Delaware County, Pennsylvania, Amending Chapter 263, Trees, Section 263-9, Revising and Updating Appendix "A" for the Recommended Tree list for Radnor Township
- M. Ordinance #2018-07 (*Introduction*) An Ordinance of the Township of Radnor, Delaware County, Pennsylvania Providing for the Amendment of the Radnor Township Code of Ordinances by Amending Part 2, General Legislation Creating a New Chapter 224, Adopting Regulations for the Planting, Controlling, and Removal of Bamboo, Including Penalties and other Remedies for Violations

COMMUNITY DEVELOPMENT
PUBLIC SAFETY
FINANCE & AUDIT
LIBRARY
PUBLIC HEALTH

Old Business New Business Public Participation Adjournment

RADNOR TOWNSHIP DISBURSEMENTS SUMMARY April 23, 2018

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

Fund (Fund Number)	2018-4A April 6, 2018	2018-4B April 13, 2018	Total
General Fund (01)	\$134,567.78	\$387,237.09	\$521,804.87
Sewer Fund (02)	2,085.01	6,920.54	9,005.55
Capital Improvement Fund (05)	5,026.25	70,759.00	75,785.25
Police Pension Fund (07)	0.00	5,630.14	5,630.14
OPEB Fund (08)	0.00	1,062.68	1,062.68
Civilian Pension Fund (11)	0.00	5,055.87	5,055.87
Investigation Fund (12)	0.00	376.69	376.69
\$8 Million Settlement Fund (18)	450.00	54,774.80	55,224.80
The Willows Fund (23)	3,730.71	0.00	3,730.71
Library Improvement Fund			
(500)	16,156.76	117,242.23	133,398.99
Total Accounts Payable			
Disbursements	\$162,016.51	\$649,059.04	\$811,075.55
Electronic Disbursements	n/a	n/a	1,856,533.74
Grand Total	\$162,016.51	\$649,059.04	\$2,667,609.29

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

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

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

Respectfully Submitted,

William M. White

Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING Estimated Through May 14, 2018

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	5/10/2018	4/18 Credit Card Revenue Processing Fees	\$5,000.00 *
Credit Card Revenue Fees - Actual	01-Various	Various	4/18 Credit Card Revenue Processing Fees	\$5,005.74
Debt Payment Debt Payment Debt Payment	Various Funds	5/1/2018	US Bank GOB Series 2012	\$310,161.25
	Various Funds	5/1/2018	US Bank GOB Series 2014	\$158,155.00
	Various Funds	5/1/2018	US Bank GOB Series 2015	\$42,143.75
Payroll [Pension] Transaction - Estimated	07-492-4980	5/1/2018	5/18 Police Pension Payments	\$191,685.00
Payroll [Pension] Transaction - Estimated	11-495-4980	5/1/2018	5/18 Civilian Pension Payments	\$138,383.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	4/19/2018	Salaries and Payroll Taxes - General Fund	\$485,500.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	4/19/2018	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Payroll [Bi-Weekly] Transaction - Estimated	01-various	5/3/2018	Salaries and Payroll Taxes - General Fund	\$485,500.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	5/3/2018	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Period Total				\$1,856,533.74

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

Original Estimate	2		Actual Amount
\$485,500.00	4/5/2018	Salaries and Payroll Taxes - General Fund	\$477,450.84
\$17,500.00	4/5/2018	Salaries and Payroll Taxes - Sewer Fund	\$13,360.46
\$503,000.00			\$490,811.30



RECREATION & COMMUNITY PROGRAMMING DEPARTMENT FEBRUARY & MARCH 2018 REPORT

Programs/Excursions/Community Events

Programs/Excursions

- Men's Pickup Basketball (winter session/19 participants; spring session/21 participants)
- o Junior/Adult Tennis with David Broida at Radnor Racquet Club (37 participants)
- o Junior Tennis with Pam Rende at Warren Filipone Park (2 sessions/12 participants)
- Pickleball at Radnor Activity Center (59 participants)
- o Radnor Steps Community Walking Program along the Trail (participation varies each week)
- Little Hoops Stars with Jump Start Sports at Radnor Activity Center (120 participants)
- Youth Wrestling Clinic at Radnor High School (11 participants)
- Hoops Clinic Winter Program with Jump Start Sports at Wayne Elementary School (91 participants)
- NEW Hoops Clinic Spring Program with Jump Start Sports at Radnor Activity Center (7 participants)
- NEW Radnor Champions Multisport Program at Ithan Elementary School (8 participants)
- NEW Champions Soccer at Radnor Elementary School (5 participants)
- After School Chess Club at Ithan Elementary School (42 participants)
- o After School Science Club ("Advanced Science") at Ithan Elementary School (15 participants)
- Junior Soccer with World Cup Sports Academy at the Radnor Activity Center (3 sessions/39 participants)
- Junior Soccer with World Cup Sports Academy at Warren Filipone Park (2 sessions/42 participants)
- Junior Soccer with Soccer Shots at Clem Macrone Park (6 sessions/118 participants)
- Spring Break Sports Camp with Jump Start Sports at Radnor Activity Center (31 participants)
- Spring Break Soccer Camp with World Cup Sports Academy at Radnor Memorial Park (41 participants)
- o NEW Junior Nature Program with World Cup Sports Academy at the Willows (7 participants)
- NEW After School Nature Program with World Cup Sports Academy at the Willows (5 participants)
- T-ball Programming with Jump Start Sports at Bo Connor (2 sessions/84 participants)
- Spring Little Hoop Stars with Jump Start Sports at Radnor Activity Center (14 participants)
- NEW Multi-Sport Program with Young Sports at Cowan Park (10 participants)
- o Radnor Day Camp at Radnor Elementary School (133 participants registered to date)

PRPS Discount Ticket Program

- Regal Movie Discount Ticket Program (109 sold to date 2018)
- Ski Destination Tickets (44 sold to date 2018)

Community Events:

Daddy-Daughter Valentine's Day Dance was held on Friday, February 3 (118 daughters/87 fathers/grandfathers registered/Sold Out)

Additional Programming Activity:

- Prepared season-end financial reporting and evaluation of programming, discount ticket program, community events, and projects.
- Met with winter/spring/summer programming and event vendors/instructors, developed program
 details, contractual agreements, coordinated facility schedules, program logistics, participant
 communications, and emergency/safety procedures.
- Revised Operational Guidelines for Contractual Programming Policies.
- Coordinated inclement weather re-scheduling for various programming and events.
- Met with representatives from the Radnor Youth Basketball League to discuss 2018 and 2019 programming, logistics, and facilities.

- Continued comprehensive planning for Radnor Day Camp and summer camps.
- Continued development of Summer 2018 Recreation Activities Brochure; developed ongoing information for new Township Magazine, Radnor Life & Style.
- Continued working with our professional organization, the PA Recreation and Parks Society (PRPS), regarding the child care licensing requirements for preschool-age programming participants under the Pennsylvania Department of Human Services; a structured, operating protocol was developed and submitted to the DHS under which public recreation providers would operate - consideration and waiver request by the DHS has been denied; the PRPS group has continued to lobby for legislative support on this topic.
- Coordinated with Recreation/Public Works/Police/Fire Departments to prepare and plan for Spring events including Spring Eggstravaganza, Wheels of Wayne, Arbor Day, and Emlen Tunnell Statue Dedication; discussed logistics and set up, activities and entertainment, staffing, registration, promotions, and supplies relative events.
- Continued sponsorship development by working with local businesses and organizations for current events and programs; conducted meetings with potential and current sponsors; continued soliciting sponsorship proceeds for 2018 events and programs.
- Continued event and programming collaboration development with various businesses and organizations within the community.
- Met with The Saturday Club to evaluate success of Mother-Daughter Princess Tea Party and to plan for 2018 event.
- Met with Sports Legends of Delaware County/Township staff to plan for Emlen Tunnell Statue Dedication event.

Administrative

- Processed daily phone and email communications in order to provide information on community sports, recreational activities, and events; coordinated registrations for programs; prepared purchase orders/invoices, deposited income; prepared program financial reports that include participation reconciliation, instructor payments, and performance analyses; distributed program evaluations to participants; coordinated locations and logistics for programming, scheduled facility reservations/submitted applications, maintained Outlook event calendars, met with instructors and vendors to develop program agreements and process background checks; continued utilization of PEN (Programmer's Exchange Network) listsery to obtain and share information to evaluate operations; updated all Department areas of the Township website and social media page and distributed seasonal e-newsletters; filmed monthly segment for the Radnor 411 television show and prepared slides for the Radnor Cable Channel; coordinated marketing efforts; managed inventories and distributed supplies to programs; worked with Township solicitor on various Department items.
- Monitored Department budgetary line items and developed year-to-date performance analyses for program and service areas; closed out year-end payments for 2017.
- Continued to work with Program Supervisor and Program Coordinator on daily planning, programming, events, operations, and Department projects for 2017/2018.
- Solicited applications/conducted several interviews for part-time Recreation Assistant position Genevieve Dixon and Lizette Subach will serve in the role.
- Continued working at the direction of the Finance Department on the implementation of Tyler Munis Enterprise Resource Planning Project – worked through implementation and took part in several ongoing training sessions for the recreational programming modules for online registration; developed Department GL Accounts.
- Attended trainings for Munis Payroll Self-Service and Civic Ready Emergency Notifications.
- Attended weekly staff meetings with the Township Manager and Department Heads.
- Met with Township staff and Labor Council to review Employee Handbook draft.
- Attended monthly Board of Commissioners Meetings; attended and prepared reports for monthly Parks Board Meeting.
- Attend BOC Ward 4 Town Hall Meeting.
- Met/filmed with Studio 21 on Sports Legends of Delaware County Museum.

- Attended monthly Staff Safety Committee Meeting.
- Attended monthly Radnor Committee for Special Education Meeting.
- Attended monthly Sports Legends of Delaware County Museum Board Meeting.
- Attended monthly Wayne Senior Center Board Meeting.

Parks & Facilities Usage

- Athletic Fields: Coordinated field scheduling and light schedules for spring season.
- Park Areas/Picnic Rentals: Coordinated reservations for the 2018 season to date:
 - Cowan Park (1 rentals)
 - Dittmar Park (1 rental)
 - Fenimore Woods (5 rentals)
 - Willows Park (3 rentals)
- Radnor Activity Center: 4 rentals took place in February and 8 rentals took place in March –
 most were for multiple days; usage included the Department's seasonal programming including
 Spring Camp and Champions Programs; Radnor Youth Basketball League; Radnor Soccer Club;
 Radnor Wayne Little League; Men's Basketball and Soccer, Radnor Middle School and Radnor
 High School Basketball; worked with low bidder for building custodial services implementation;
 coordinated roof analysis due to ongoing leaks.

Parks & Facilities Meetings/Projects

- Eagle Scout Projects:
 - Kiosk replacement at the Willows picnic area and at the Skunk Hollow Garden entrance project at Willows finalized; Skunk Hollow continued.
 - Bike repair station along the Radnor Trail discussed prospective project.
 - Radnor Trail overpass median painting discussed prospective project.
- Incredible Edible Radnor Community Gardens met with organization members and established projects along the Radnor Trail and Wayne Senior Center.
- Park Mapping/Site Survey: Began to evaluate a project to identify park boundaries.
- Park Signage Replacement:
 - Saw Mill Park sign has been put on hold as we evaluate the park traffic flow and logistics.
 - Radnor Memorial Park, Ithan Valley Park, Bo Connor Park, Emlen Tunnell Park, and Fenimore Woods sign development is underway.
 - o Radnor Skatepark informational signage development is underway.
- Park and Trail Improvements a bond ordinance was voted at the October 26, 2015 Board of Commissioners Meeting for the following parks and trails (\$5.75M - \$4.3M Parks/\$1.45M Trails); met with staff and continued working towards completion of the various park projects outlined –

Bo Connor Park (underway)	
Cappelli Golf Range (underway)	
Clem Macrone Park (complete)	
Emlen Tunnel Park (underway)	
Encke Park (complete)	
Fenimore Woods (underway)	
Ithan Valley Park (underway)	
Petrie Park (complete)	
Radnor Trail (underway)	
Skunk Hollow Park (underway)	
Warren Filipone Park (underway)	
Ardrossan Trail	
West Wayne Segment (8A-E, 1C, 1D)	
Marth Brown Segment	
Villanova - Chew Segment (16A, 9C, 1/2) - omi	tted
Radnor Station to Harford Park (9F)	

- Bo Connor Park Improvements: Coordinated engineering site survey and scope of work development for site improvements/continued working with Gannett Fleming to finalize bid documentation.
- <u>Clem Macrone Park:</u> Submitted application and received notice of receipt for the Department of Conservation & Natural Resources Green Park Award.
- Emlen Tunnell Park: finalized comfort station scope of supply and services with Romtec –
 building purchase will be before the BOC in April for approval; coordinated site layout and
 engineering with Gannett Fleming to prepare bid documentation; worked with Radnor Wayne
 Little League on a project to improve the batting cage at the park.
- Encke Park: Worked with Radnor Wayne Little League on a project to improve the batting cages at the park.
- Fenimore Woods Rehabilitation Project: Comprehensive park renovation project planning
 underway; park outbound site and topographical surveys have been prepared; preliminary/
 conceptual park improvement plan #2 was reviewed with the Parks Board in March, preliminary
 review of this plan occurred with Township traffic engineer; working to further identify the
 improvement details and corresponding project budget; coordinated pond study; worked on
 comfort station and pavilion design options with various vendors.
- <u>Petrie Park Improvements</u>: Coordinated park improvements that include park seating, trash receptacle, and playground equipment replacement; continue to evaluate park ingress/egress and traffic safety improvements.
- Radnor Skatepark Improvements: coordinated completion of open project from 2015/2016 (where surfacing delamination occurred) to complete the layout of the skatepark structures.
- Radnor Trail Brookside Parking Lot Restroom: worked on restroom design options with various vendors; coordinated site layout with Gannett Fleming to prepare bid documentation.
- Veterans Park Planning: (formerly St. Davids Community Park) a planning project is underway
 to honor Veterans, educate visitors, and improve various features of the site with the conceptual
 plan prepared by Simone Collins Landscape Architecture; fundraising is underway by the
 Township Manager for the project.
- Warren Filipone Park Improvement: Coordinated engineering site survey and scope of work development for site improvements/continued working with Gannett Fleming to finalize bid documentation.
- The Willows: There is continued evaluation by the Board of Commissioners to find a viable use for the Mansion that will allow for its continued public use, public usage of the park with minimal impacts, building improvements to ensure code compliance consistent with intended use, and building updates the BOC has budgeted for the building renovations that have been presented by the Willows Park Preserve; there is continued evaluation of the operability of the Mansion/corresponding lease agreement with the Willows Park Preserve.

Respectfully Submitted,

Tammy S. Cohen

Director of Recreation & Community Programming

d. Cohen

Interoffice Memorandum

TO:

BOARD OF COMMISSIONERS

FROM:

KEVIN KOCHANSKI, DIRECTOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBJECT:

MARCH MONTHLY REPORT

DATE:

APRIL 4, 2018

CC:

ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



Community Development Department

Attached for your review is the Community Development Monthly Report for the month of March 2018. Please note the following highlights:

- Building Permit Fee Revenue totaled \$611,787.50 with 85 permits issued
- Electric Permit Fee Revenue totaled \$139,491.50 with 51 permits issued
- Mechanical Permit Fee Revenue totaled \$14,815.50 with 27 permits issued
- Plumbing Permit Fee Revenue totaled \$8,022.00 with 28 permits issued
- Zoning Permit Fee Revenue totaled \$225.00 with 3 permits issued

•	Permit and application revenue for March 2018:	\$ 774,341.50
	Permit and application revenue year to date:	\$ 940.538.30

1,518

•	Permits and applications for March 2018:	194
•	Permits and applications year to date:	485
•	Inspections conducted for March 2018:	446

Inspections conducted year to date:

Interoffice Memorandum

TO: BOARD OF COMMISSIONERS

FROM: KEVIN KOCHANSKI, DIRECTOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBJECT: FEBRUARY MONTHLY REPORT

DATE: MARCH 8, 2018

CC: ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



Community Development Department

Attached for your review is the Community Development Monthly Report for the month of February 2018. Please note the following highlights:

- Building Permit Fee Revenue totaled \$35,425.60 with 40 permits issued
- Electric Permit Fee Revenue totaled \$5,454.60 with 30 permits issued
- Mechanical Permit Fee Revenue totaled \$2,575.50 with 17 permits issued
- Plumbing Permit Fee Revenue totaled \$3,406.60 with 24 permits issued
- Zoning Permit Fee Revenue totaled \$225.00 with 4 permits issued
- Design Review Board Application Fee Revenue totaled \$700.00 with 6 applications received
- Historic and Architectural Review Board Revenue totaled \$50.00 with 1 application received
- Zoning Hearing Board Application Fee Revenue totaled \$2,000.00 with 3 applications received

Permit and application revenue for February 2018: \$ 49,837.30
 Permit and application revenue year to date: \$ 166,196.80

Permits and applications for February 2018: 125
Permits and applications year to date: 291

• Inspections conducted for February 2018: 472

Inspections conducted year to date: 1,072

Interoffice Memorandum

TO:

BOARD OF COMMISSIONERS

FROM:

KEVIN KOCHANSKI, DIRECTOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBJECT:

JANUARY MONTHLY REPORT

DATE:

FEBRUARY 2, 2018

CC:

ROBERT A. ZIENKOWSKI, TOWNSHIP MANAGER



Community Development Department

Attached for your review is the Community Development Monthly Report for the month of January 2018. Please note the following highlights:

- Building Permit Fee Revenue totaled \$90,607.00 with 48 permits issued
- Electric Permit Fee Revenue totaled \$9,726.50 with 41 permits issued
- Mechanical Permit Fee Revenue totaled \$6,840.50 with 27 permits issued
- Plumbing Permit Fee Revenue totaled \$6,360.50 with 37 permits issued
- Zoning Permit Fee Revenue totaled \$375.00 with 5 permits issued
- Design Review Board Application Fee Revenue totaled \$600.00 with 5 applications received
- Historic and Architectural Review Board Revenue totaled \$50.00 with 1 application received
- Zoning Hearing Board Application Fee Revenue totaled \$1,800.00 with 2 applications received

Permit and application revenue for January 2018:

\$ 116,359.50

• Permit and application revenue year to date:

\$ 116,359.50

Permits and applications for January 2018:

166

Permits and applications year to date:

166

Inspections conducted for January 2018:

600

Inspections conducted year to date:

600

TOWNSHIP OF RADNOR Minutes of the Meeting of April 9, 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 John Nagle

Also Present: Robert A. Zienkowski, Township Manager; John Rice, Township Solicitor; William Colarulo, Superintendent of Police; William White, Assistant Township Manager and Finance Director; Shawn Dietrich, Police Lieutenant 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 April 9, 2018 preceding the Board of Commissioners meeting

There was an Executive Session on April 9, 2018 where all Commissioners participated and matters of Litigation and Personnel were discussed.

1. Consent Agenda

- a) <u>Disbursement Review and Approval: 2018-03B, 2018-03C, 2018-03D, 2018-03E</u>
- b) Approval of the February 26, 2018 and March 12, 2018 Board of Commissioner meeting minutes
 - c) HARB-2018-03 416 Oak Lane Mudroom and shed addition

Commissioner Clark made a motion to approve, seconded by Commissioner Nagle. Motion passed 7-0.

1. <u>Public Participation - Individual comment shall be limited to not more than five (5) minutes per Board policy</u>

Anujeet Sareen, 205 Strafford – He commented regarding problems that he is having with the builder that is building around him.

Debbie Singer – She commented regarding the hiring of new Police Officers and the retirement of Andy Block

Leslie Morgan, Farm Road – She commented regarding the bidding for professional services, 145 King of Prussia Road and an ethics complaint submitted by Mr. McCone and Mr. Bowdre.

Kelly Martin, Ward 7 – She commented regarding the investigation into the leak of exhibit 6 and proposed traffic at 145 King of Prussia Road.

Dan Sherry, Wayne – He commented regarding time management for public comment, the investigation into the leak of exhibit 6.

Commissioner Borowski thanked all Township staff for the great work over the celebrations of Villanova NCAA win.

2. Appointment to Various Boards and Commissions

This item is tabled

3. Committee Reports

PERSONNEL & ADMINISTRATION

A. Conditional Offer of Employment to Three (3) Potential Radnor Township Police Officers

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

There was a brief discussion amongst the Commissioners and staff regarding the motion.

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

B. <u>Discussion and Possible Motion Regarding Setting a Date for Sunshine Act and Open Records Training</u>

Commissioner Abel spoke regarding training from the State office. There was a brief discussion amongst the Commissioners.

Commissioner Clark made a motion to direct staff to get information and available training dates from the State Open Records Office between May 15 and the end of June, seconded by Commissioner Abel.

Public Comment

Dan Sherry, Wayne – He commented regarding the Sunshine Act and the Ethics Board.

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

C. Discussion about Township Wide Clean Up Day

Commissioner Marshall commented that Township Police and Public Works will work with the public to have a Pilot clean-up day of the gateway of the Township on May 12, 2018 which is the corridor of Lancaster Avenue between Radnor Chester Road to Route 320 from 8 AM to 11 AM. There was a brief discussion regarding the details of the day.

D. <u>Resolution #2018-37 - Approving a License Agreement Between the Township of Radnor and The Skunk Hollow Community Garden Association, Providing for a Community Garden in Skunk Hollow Park</u>

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

There was a brief discussion regarding the license agreement. Commissioner Borowski called the vote, motion passed 7-0.

E. <u>A Motion to Post the Addendum to accompany Grim, Biehn and Thatcher Memo Dated December 11, 2017, Regarding the Ethics Board and Disclosure of Confidential Information on Township Website" prepared by Commissioner's Booker, Abel and Marshall (Requested by Commissioner Booker)</u>

Commissioner Abel made a motion to post to the Township website the addendum that was released to the Commissioners on April 6, 2018, seconded by Commissioner Booker.

There was a discussion amongst the Commissioners and the Solicitor.

Commissioner Borowski made a motion to adjourn into Executive Session, seconded by Commissioner Farhy. Motion failed 3-4 with Commissioners Booker, Clark, Abel and Marshall opposed.

Public Comment

Dan Sherry, Wayne – He commented regarding questions made to the Solicitor and the responses from the Solicitor.

Commissioner Borowski called the vote on the above motion, motion passed 4-3 with Commissioners Farhy, Borowski and Nagle opposed.

Commissioner Abel made a motion that the Commissioners do their best to resolve which the Rice report identified as a clear leak of exhibit 6 to Mr. McCone and Mr. Bowdre and propose to do it in two steps; The Solicitor write a letter to Mr. McCone and Mr. Bowdre to appear at or before the April 23, 2018 Board of Commissioners meeting to respond to the question of how they obtained a confirdential document and if that does not get the Board an answer to who leaked the document then at the first meeting in May the Board should have a discussion on whether they pursue a further investigation, seconded by Commissioner Booker.

There was a discussion amongst the Commissioners and Solicitor on the above motion.

Public Comment

Dan Sherry, Wayne – He commented regarding the above motion as well as the ethics board.

Commissioner Borowski called the vote, motion passed 4-3 with Commissioners Farhy, Borowski and Nagle opposed.

FINANCE & AUDIT

F. CARFAC Discussion

There was an in-depth discussion regarding CARFAC after all members resigned and how to proceed with the Committee. It was the sense of the Board to advertise for new members and revise the CARFAC resolution to reflect televising of meetings as well as adding Board of Commissioner representation at the meetings. It will be advertised on the Township website for the nine vacancies. Mr. Zienkowski asked that when CARFAC convenes for their meeting the items of Sale of Sewers and Cell Towers are added for discussion.

PUBLIC WORKS & ENGINEERING PUBLIC SAFETY

There is a Public Safety meeting on Tuesday, April 10, 2018 at 7 PM in the Radnorshire Room.

PARKS & RECREATION

Commissioner Nagle commented that they meet this Thursday and he will discuss the No Smoking in Township Parks.

COMMUNITY DEVELOPMENT

LIBRARY

Commissioner Borowski announced there would be a tour for Board of Commissioners and Library Board on Tuesday, April 10 @ 5:30 p.m. with the Township Manager and Project Contractor.

PUBLIC HEALTH

Commissioner Nagle commented that Board of Health met last week and they are reviewing the No Smoking in Township Parks.

Old Business

New Business

Public Participation

Baron Gemmer, Wayne – He inquired about agendas for the subcommittee meetings. He also commented that he would like to see the Open Records/Sunshine Act training to not take place until CARFAC members are in place.

Dan Sherry, Wayne – He commented regarding comments made by Commissioner Borowski referencing exhibit 6 and the ethics board.

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

Jennifer DeStefano

Radnor Township, PA Resolution 2018-43



RESOLUTION PAGE

Commonwealth of Pennsylvania

www.dcnr.state.pa.us/grants

DCNR-2018-C2P2-19 Applicant Information (* indicates required information)

Applicant/Grantee Legal Name: RADNOR TOWNSHIP Web Application ID: 2000341

Project Title: Radnor Trail Extension and Cappelli / Encke Park Trail Head Parking and Trail Links

WHEREAS, RADNOR TOWNSHIP ("Applicant") desires to undertake the project, "Radnor Trail Extension and Cappelli / Encke Park Trail Head Parking and Trail Links" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "Grant Agreement Signature Page"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW THEREFORE, it is resolved that:

- 1. The "Grant Agreement Signature Page" may be signed on behalf of the applicant by the Official who, at the time of signing, has TITLE of "Township Manager".
- 2. If this Official signed the "Grant Agreement Signature Page" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
- 3. If the applicant is awarded a grant, the "Grant Agreement Signature Page", signed by the above Official, will become the applicant/grantee's executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
- 4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "TITLE" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the	

(identify the governing body of the applica	nt, e.g. city council, borough council, board of supervisors, board of directors)
of this applicant, this	day of
· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
Secretary (Signature of the Secretary of the	ne governing body)

Radnor Township

PROPOSED LEGISLATION



DATE: April 17, 2018

TO: Board of Commissioners

FROM: Steve Norcini, P.E., Director of Public Works

William White, MBA, Assistant Township Manager & Finance Director

LEGISLATION: Resolution #2018-43 Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program (DCNR C2P2) as well as the Grant Application to the Pennsylvania Department of Community and Economic Development Greenways, Trails and Recreation Program (DCED GTRP) for the Radnor Trail Extension and Cappelli/Encke Park Trail Head Parking and Trail Links Project. Township Staff will administer and prepare the necessary grant documentation in cooperation with Campbell Thomas & Co. (the Architectural Firm that is designing, administrating and overseeing of the planning and development of the expanded trail system) and will coordinate the project if approved by the Board of Commissioners and subsequent granting authorities.

LEGISLATIVE HISTORY: This is the first legislative action on this topic.

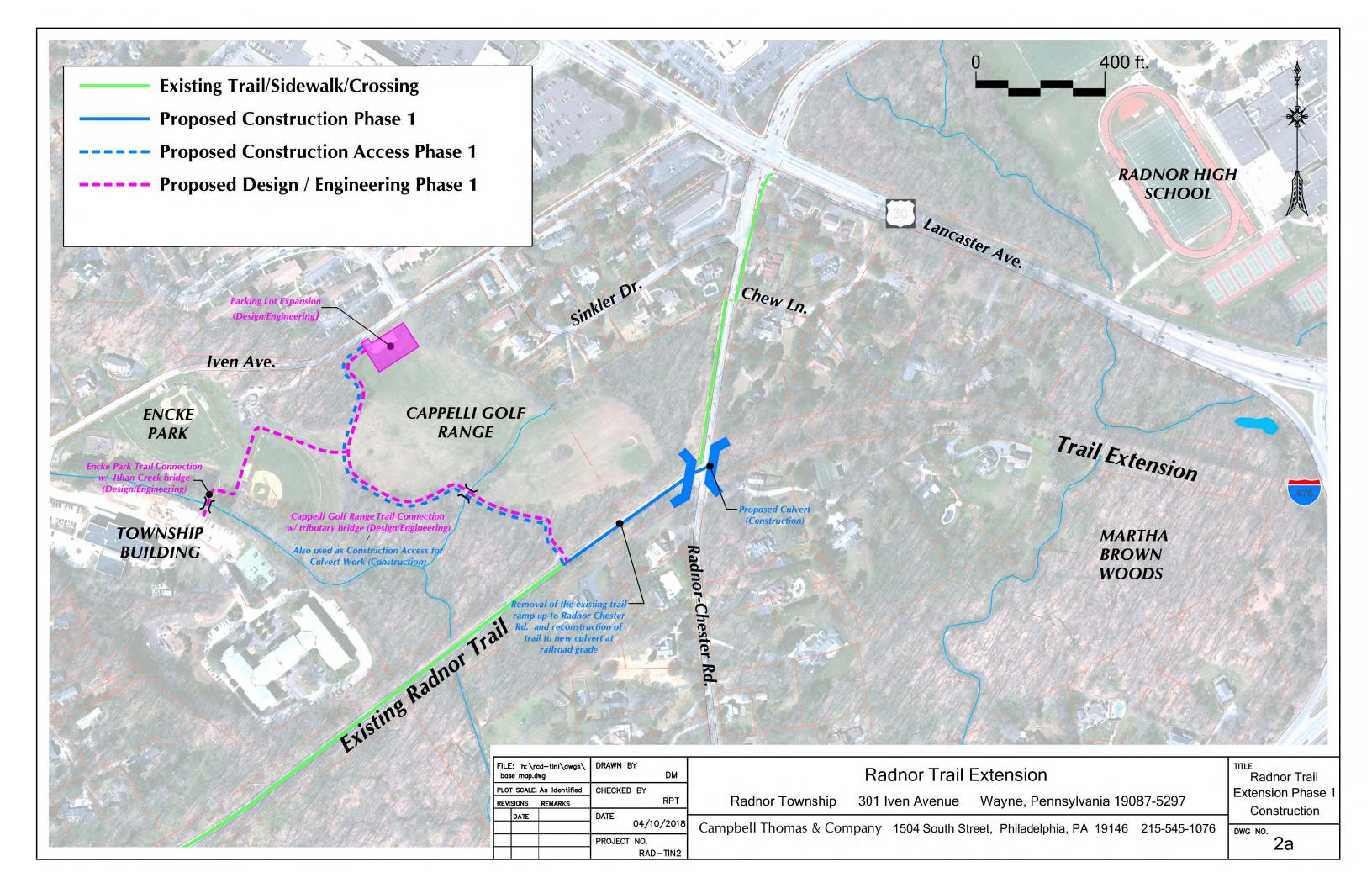
PURPOSE AND EXPLANATION: Radnor Township has the opportunity to execute two grant applications through the DCNR C2P2 Program and DCED GTRP Program due to the scope and nature of the anticipated Radnor Trail Extension and Cappelli / Encke Park Trail Head Parking and Trail Links Project. The project is fitting for both DCED's greenways, trails, open space, parks and beautification project funding and DCNR's local conservation and recreation vision that strategically emphasizes the areas of *Sustainable and Green Park Projects* as well as *Rehabilitation and Universal Access*. The anticipated Radnor Trail Extension and Cappelli / Encke Park Trail Head Parking and Trail Links Project entails key components such as planning and improvement that incorporates green features and sustainability; park rehabilitation; modernization of the recreational facilities and bringing them into compliance with current standards for safety, ADA, and Universal Construction Code; enhancement of existing recreational opportunities; and providing great benefits to the community. The Project will focus on each of these critical areas along with providing a highly utilized and accessible asset for many generations of the community in a key location within Radnor Township.

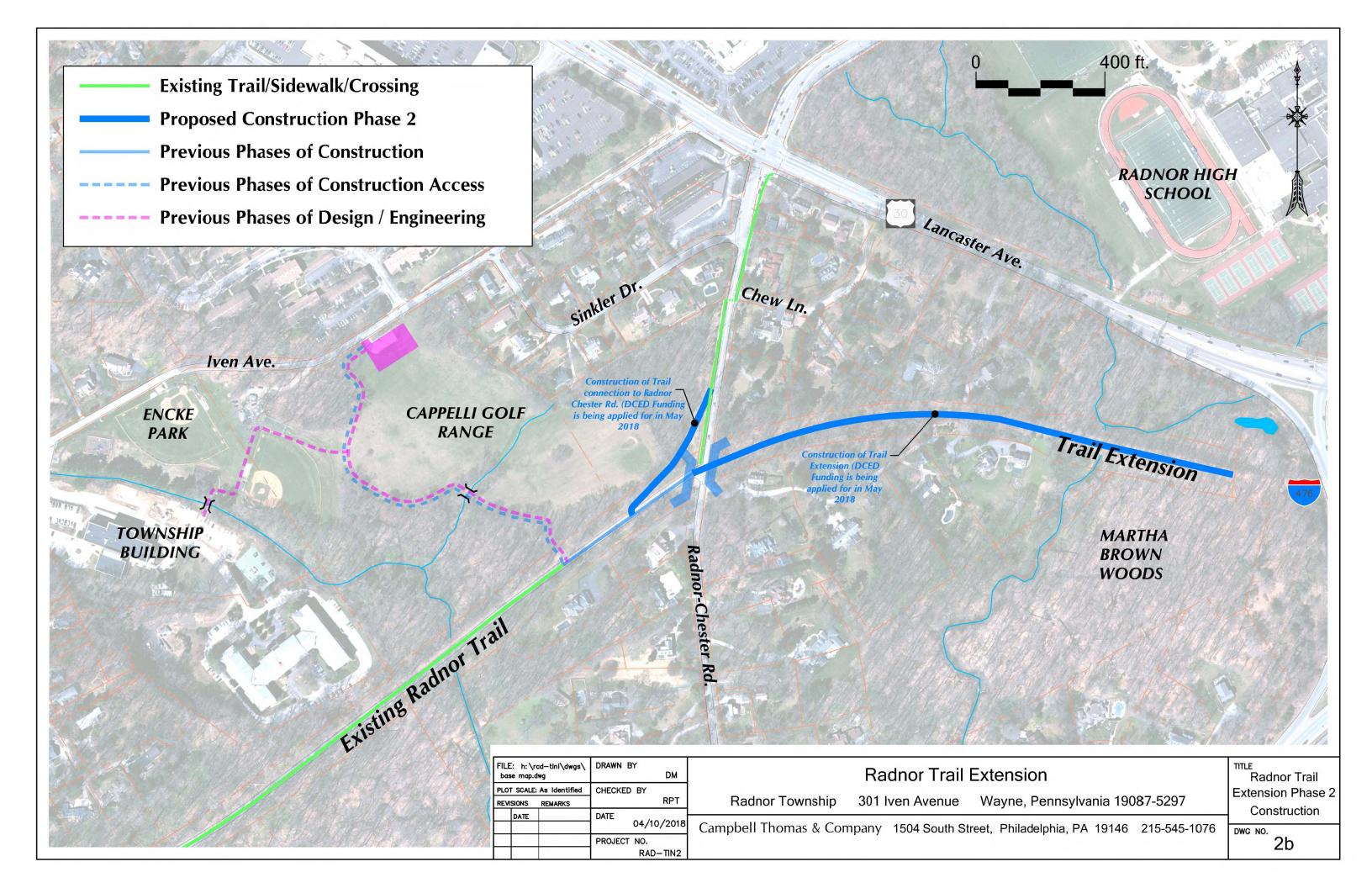
FISCAL IMPACT: If the Township is awarded and accepts the terms of the proposed DCNR C2P2 Grant and DCED GTRP Grant the Township will be required to fund \$752,045 [to adequately fund Phases 1 and 2]. See below and the attached budget for additional detail. If the Township wishes to pursue Phase 3, an additional \$435,130 would be needed; bringing the total fiscal impact to \$915,655. Specific to the grant application; the Township will be requesting \$501,353 from DCNR and \$234,739 from DCED; if awarded, the DCNR C2P2 grant would require a 50% match in the amount of \$501,353 from Radnor Township. In addition to this 50% matching amount required through DCNR's C2P2 Grant Program, an additional \$250,682 would need to be provided by Radnor Township in order to cover the associated costs of Phase 1 totaling \$1,253,408 (The total requested contribution from Radnor Township is \$752,045). The DCED GTRP Grant request of \$234,739 requires a 15% cash match for the total project cost. This 15% match has already been contributed by Radnor Township, as part of the Design and Engineering work for the Trail Extension that is currently underway.

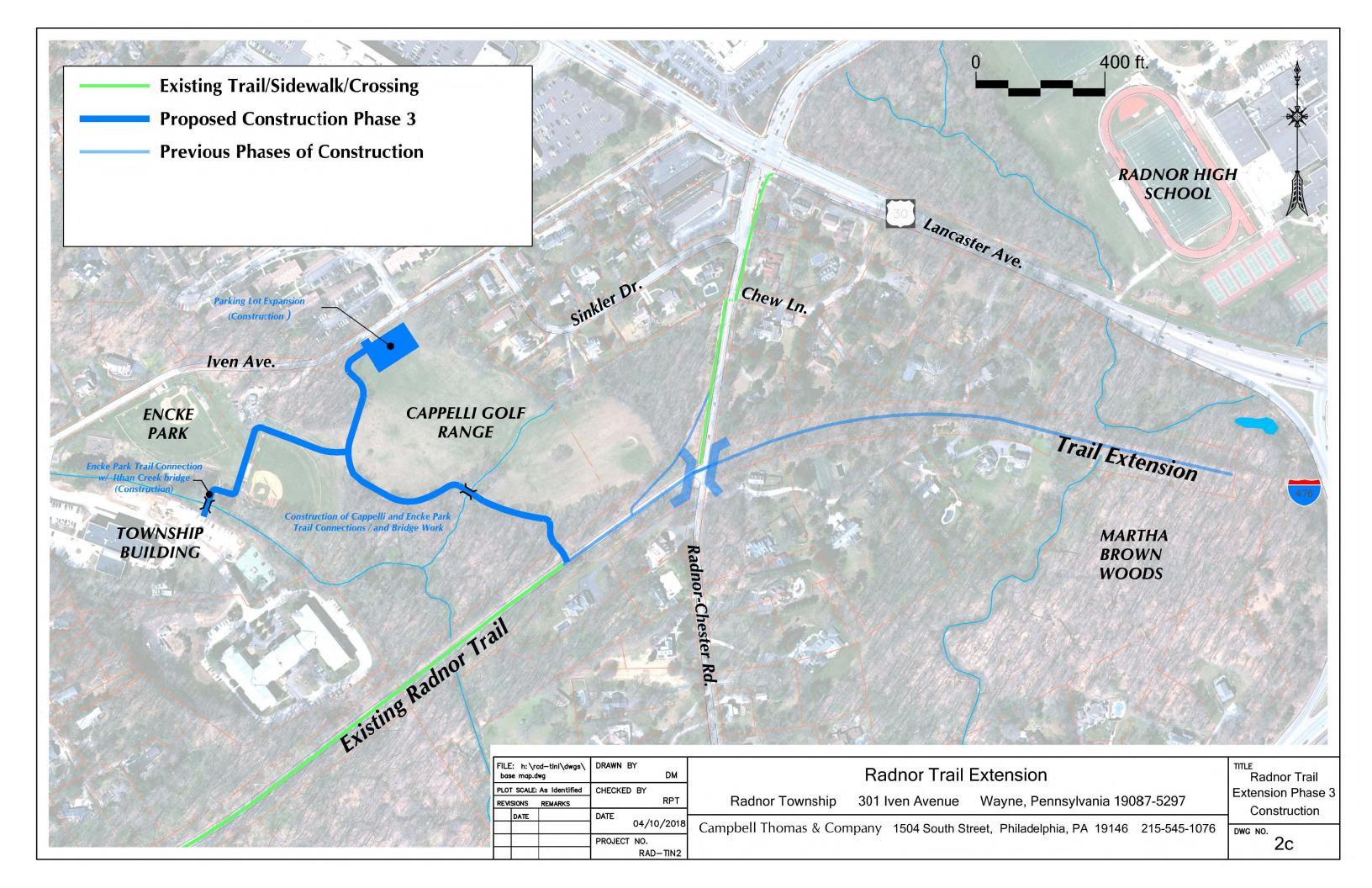
The estimated total cost of the Radnor Trail Extension and Cappelli / Encke Park Trail Head Parking and Trail Links Project is currently \$1,923,277 (This includes design/engineering and construction for all three phases).

RECOMMENDED ACTION: The Administration respectfully requests that if the Board wishes to pursue these grants, that funding sources sufficient to meet the project requirements is identified and direction is provided.

TO	TAL DESIGN AND CONTSTRUCTION COSTS (DCNR - PHASE 1)						TOTAL PHASING COST	TOTAL PROJECT COST
	TOTAL DCNR C2P2 REQUEST				ć	501,363		. C I AL I HOSECT COST
	TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCNR REQUEST (50%)				\$		\$ 1,253,408	
	ADDITIONAL FUNDS PROVIDED BY RADNOR TOWNSHIP BEYOND 50% MATCH				Ś		7 1,255,406	
	Encke Park and Cappelli Golf Range Connection / Trailhead Parking at Iven Ave.				۲	230,082		
<u> </u>	Planning, design, construction documentation, meetings, coordination of permitting, construction observation, overall project management and	Ś	85,000					
ER	coordination		-					-
ENGINEERING	Environmental, E&S, Landscape Architecture, meetings and coordination (green and sustainable	\$	23,500					
	Engineering Design for two pedestrian bridges over the creek	\$	8,000					
DESIGN /	Engineering existing conditions survey for the 2 proposed trail links (and the parking area)	\$	9,000					
DESI	Additional Work for Radnor Trail Extension (Radnor-Chester Rd. to I-476)	1			-			
	Related to Trail Extension Construction - Soils sampling and testing, and recommendations related to conditions identified in PHASE I ESA.	\$	22,000					
	Encke Park and Cappelli Golf Range Connection / Trailhead							
z	12' Wide Capelli Construction Access (40% of \$80,000 cost for\$1313If capelli trail)	\$	32,000					
CTIO	Radnor Trail Extension (Radnor-Chester Rd. to 1-476)			<u> </u>				
CONSTRUCTION	Subtotal - Culvert at Radnor-Chester Road	\$	914,000					
Ö	Subtotal - Recronstruction of Radnor-Chester Rd.	Ś	50,000					
	Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - West of Radnor Chester Rd. (332 lf) where ramp was	4	-					
	removed- including 30% for signs, fencing, landscaping, Misc.	Þ	38,960					
	ntingency	\$	70,947.60					\$ 1,923,277
6% Co	ntingency	\$	70,947.60					\$ 1,923,277
6% Co		\$	70,947.60		\$	5 234,739		\$ 1,923,277
6% Co	TAL CONSTRUCTION COSTS (DCED - PHASE 2)	211)	70,947.60			234,739 Previously Committed	\$ 234,739	\$ 1,923,277
6% Co	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35,000 Radnor Trail Extension (Radnor-Chester Rd. to 1-476)	211)	70,947.60				\$ 234,739	\$ 1,923,277
TOT	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35,600)	211)	70,947.60 191,452				\$ 234,739	\$ 1,923,277
6% Co	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for						\$ 234,739	\$ 1,923,277
CONSTRUCTION	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for signs, fencing, landscaping, Misc. Subtotal - Typical paved side path connection (6 ft wide asphalt trail link) from Radnor Trail Culvert to Radnor Chester Rd (~300 LF) - including 30%	\$	191,452				\$ 234,739	\$ 1,923,277
CONSTRUCTION CONSTRUCTION	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for signs, fencing, landscaping, Misc. Subtotal - Typical paved side path connection (6 ft wide asphalt trail link) from Radnor Trail Culvert to Radnor Chester Rd (~300 LF) - including 30% for signs, fencing, landscaping Landscaping, Misc. Intingency	\$	191,452 30,000					\$ 1,923,277
CONSTRUCTION CONSTRUCTION	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for signs, fencing, landscaping, Misc. Subtotal - Typical paved side path connection (6 ft wide asphalt trail link) from Radnor Trail Culvert to Radnor Chester Rd (~300 LF) - including 30% for signs, fencing, landscaping Landscaping, Misc. Intingency TAL CONSTRUCTION COSTS (PHASE 3) - Funding Not Yet Identified	\$	191,452 30,000			Previously Committed	\$ 234,739	\$ 1,923,277
CONSTRUCTION CONSTRUCTION	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for signs, fencing, landscaping, Misc. Subtotal - Typical paved side path connection (6 ft wide asphalt trail link) from Radnor Trail Culvert to Radnor Chester Rd (~300 LF) - including 30% for signs, fencing, landscaping Landscaping, Misc. TAL CONSTRUCTION COSTS (PHASE 3) - Funding Not Yet Identified Encke Park and Cappelli Golf Range Connection / Trailhead	\$	191,452 30,000 13,287.12		Pi	Previously Committed		\$ 1,923,277
CONSTRUCTION WOOD STATEMENT OF THE STAT	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for signs, fencing, landscaping, Misc. Subtotal - Typical paved side path connection (6 ft wide asphalt trail link) from Radnor Trail Culvert to Radnor Chester Rd ("300 LF) - including 30% for signs, fencing, landscaping Landscaping, Misc. Intingency TAL CONSTRUCTION COSTS (PHASE 3) - Funding Not Yet Identified Encke Park and Cappelli Golf Range Connection / Trailhead B' Wide Path - Cappelli & Encke Connection (Including Earthwork)	\$	191,452 30,000 13,287.12		Pi	Previously Committed		\$ 1,923,277
CONSTRUCTION WOOD STATEMENT OF THE STAT	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for signs, fencing, landscaping, Misc. Subtotal - Typical paved side path connection (6 ft wide asphalt trail link) from Radnor Trail Culvert to Radnor Chester Rd (~300 LF) - including 30% for signs, fencing, landscaping Landscaping, Misc. TAL CONSTRUCTION COSTS (PHASE 3) - Funding Not Yet Identified Encke Park and Cappelli Golf Range Connection / Trailhead	\$	191,452 30,000 13,287.12		Pi	Previously Committed		\$ 1,923,277
CONSTRUCTION WOOD STATEMENT OF THE STAT	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for signs, fencing, landscaping, Misc. Subtotal - Typical paved side path connection (6 ft wide asphalt trail link) from Radnor Trail Culvert to Radnor Chester Rd ("300 LF) - including 30% for signs, fencing, landscaping Landscaping, Misc. Intingency TAL CONSTRUCTION COSTS (PHASE 3) - Funding Not Yet Identified Encke Park and Cappelli Golf Range Connection / Trailhead B' Wide Path - Cappelli & Encke Connection (Including Earthwork)	\$	191,452 30,000 13,287.12 120,500 40,000 50,000		Pi	Previously Committed		\$ 1,923,277
CONSTRUCTION CONSTRUCTION	TAL CONSTRUCTION COSTS (DCED - PHASE 2) TOTAL DCED GTRP REQUEST TOTAL RADNOR TOWNSHIP MATCH REQUIRED FOR DCED REQUEST (15% of total Project Cost = \$35, Radnor Trail Extension (Radnor-Chester Rd. to 1-476) Subtotal - Typical Paved Trail Construction (10ft wide asphalt w/ 4ft crushed stone edge) - East of Radnor Chester Rd. (1635 lf) - including 30% for signs, fencing, landscaping, Misc. encing, landscaping, Misc. encing, landscaping Landscaping, Misc. TAL CONSTRUCTION COSTS (PHASE 3) - Funding Not Yet Identified Encke Park and Cappelli Golf Range Connection / Trailhead 8' Wide Path - Cappelli & Encke Connection (Including Earthwork) Parking Lot Improvements (Including Earthwork) - 20-30 Spaces Aggregate Base	\$	191,452 30,000 13,287.12 120,500 40,000		Pi	Previously Committed		\$ 1,923,277







RESOLUTION NO. 2018-44

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE 2018 WAGE AND SALARY SCHEDULE

WHEREAS, Section 6.05 of the Radnor Township Home Rule Charter requires that the Board of Commissioners adopt human resource policies and procedures as part of the Township's Administrative Code; and

WHEREAS, the Administrative Code establishes pay-setting practices based upon applicable Federal, State and Township laws; and

WHEREAS, the Board of Commissioners adopted Resolution 2017-132 on December 11, 2017 establishing the 2018 Wage and Salary schedule for all Township employees; and

WHEREAS, based on experience, comparability to other positions and additional work duties being assigned to the part-time Administrative Assistant position in the Recreation and Community Development Department an increase from \$17.47 to \$18.50 is being recommended; and

WHEREAS, in the effort to promote fiscal transparency, the Board wishes to amend the 2018 Wage and Salary Schedule to reflect the change in wages to the part-time Administrative Assistant position in the Recreation and Community Development Department via this Resolution in a public meeting.

NOW, THEREFORE, be it hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby adopt the amendment to the 2018 Wage and Salary Schedule for fiscal year 2018 as follows:

Department	Position	Emp#	Approved	Amended
			1/1/2018 Rate	2018 Rate
Recreation and	Part-Time	TBD	\$17.47	\$18.50
Community	Administrative			
Programming	Assistant			

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 9th day of April, 2018.

				RADNOR TOWNSHIP	
			BY:	Name: Lisa Borowski	
				Title: President	
ATTEST:					
	Name:	Robert A. Zienkowski			
	Title:	Township Manager / Secretary			

Radnor Township

PROPOSED LEGISLATION



DATE: March 20, 2018

TO: Board of Commissioners

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

LEGISLATION: Resolution 2018-44 amending the 2018 Wage and Salary schedule authorizing an increase to the part-time Recreation and Community Programming Administrative Assistant from \$17.47 per hour to \$18.50 per hour.

LEGISLATIVE HISTORY:

- (1) The Board of Commissioners adopted Resolution 2017-132 on December 11, 2017 establishing the 2018 Wage and Salary schedule for all Township employees.
- (2) This would be the first amendment to the Schedule

PURPOSE AND EXPLANATION: The adjustment in the wages is necessary commensurate to the expanded work duties assigned to the position from past years, and is consistent with other part-time positions in the Township for similar work.

FISCAL IMPACT: Due to the reduced number of hours available in 2018 versus what was budgeted, the fiscal impact to the Recreation budget is positive (savings). The 2018 budget included 28 hours per week for all 52 weeks of the year. At the original approved rate for 2018, the total expense was expected to be \$25,433 [1,456 hours x \$17.47]. Now, the updated hours and rate is calculating a total expense of \$22,441 [1,213 hours x \$18.50]

RECOMMENDED ACTION: The Administration respectfully recommends that the Board adopt this resolution at the April 23, 2018 Board of Commissioner meeting.

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT

Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: Robert A. Zienkowski, Township Manager

William M. White, Assistant Township Manager/Finance Director

Date: April 16, 2018

Re: 111 Walnut Avenue, GP 18-022, Requesting a Waiver of 245-22 of the Radnor Township Stormwater Management Ordinance

The applicant performed infiltration testing on the property, and the soils on site did not allow any infiltration. Due to this situation, the applicant is unable to meet the groundwater recharge portion of the Township's Stormwater Management Ordinance. The applicant is proposing a rain garden in lieu of the groundwater recharge system. The Ordinance requires the applicant to request a waiver from the Board of Commissioners when this situation occurs. The Grading Permit application and Gannett Fleming, Incorporated review letter are attached for your information.

Enclosure: Review letter, grading permit application



Excellence Delivered As Promised

Date: April 12, 2018

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

From: Roger Phillips, PE

RE: 111 Walnut Avenue - Stormwater Waiver Request

Grading Permit Application - GP 18-022

The applicant has submitted a grading permit for the removal of 129 SF of existing walkways, and the construction of a 468 SF building addition and 1,022 SF of patio and walkways in the rear of the home.

The applicant is requesting a waiver of §245-22 of the Township's Stormwater Management Ordinance which requires the maximizing of the ground water recharge capacity of the area being developed.

The applicant has performed percolation testing at two (2) locations on the site. The required infiltration is not feasible due to the infiltration testing results of zero inches per hour. Additionally, ground water was encountered at a depth of 5 feet from existing grade. The applicant is proposing a rain garden to provide volume reduction and achieve water quality requirements.

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

The applicant has already received approval from the Historical Architecture Review Board for the proposed construction.

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

1. The applicant must address the remaining grading permit review comments per the Gannett Fleming email dated April 10, 2018.

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





924 County Line Road Bryn Mawr, PA 19010 (610) 527 3030 momenee.com

April 5, 2018

Mr. Steve Norcini, PE Township Engineer Radnor Township 301 Iven Avenue Wayne, PA 19087-5297

RE: 111 Walnut Avenue

Radnor Township, Delaware County

Our File # 17-266

Dear Steve:

On behalf of Suraj and Jane Puttannia, we are requesting a waiver from sections §245-22, Groundwater Recharge of the Radnor Township Stormwater Management ordinance.

Percolation testing at the site performed as part of the application produced zero infiltration rates. In order to satisfy the requirements for water quality and volume control, a rain garden was designed for the lot. The rain garden provides the required volume reduction and provides the means to achieve the required water quality.

The improvements at 111 Walnut Avenue are under review as part of a grading permit submitted in March 2017. A flood study was conducted last fall and reviewed by Roger. The Zoning Board ruled on the issue under Appeal #3004. The applicant has also been before the Historic Commission and received their approval for renovations.

I have included a copy of the plans with this waiver request. Please let me know if you have any questions or need any additional information.

Very truly yours, **MOMENEE**, INC.

Linda R. Layer

Linda R. Layer, P.E.

Enclosures 17-266 L02 Waiver Request

Impervious Surface

Complete the impervious surface table (required).

Zoning

Complete All Yellow Fields							
Cover Type	Existing Area (square feet)	Percentage of existing	Area of Impervious Removed (square feet)	Area of Added Impervious Cover (square feet)	Total Area (square feet)		
Building	2,237 SF	impervious surface area of your lot		468 SF	2,705 SF	Percentage of total	
Walkway/sidewalk	304 SF		129 SF	609 SF	784 SF	impervious surface of your lot, as	
Patios, decks				413 SF	413 SF	proposed	
Driveway	604 SF				604 SF		
Other							
Total	3,145 SF	11.44 %	129 SF	1,490 SF	4,506 SF	12.96 %	

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

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

Submission Requirements

For all projects:

- 1. Completed Application
- 2. Plan requirements
 - a. Scale
 - b. Tree protection fence (if applicable)
 - c. Erosion & Sedimentation Control
 - d. All existing and proposed structures, with dimensions
 - e. All impervious surfaces
 - f. Retaining wall height if over 4' in height (if applicable)
 - g. Location of utilities
 - h. Property lines with metes and bounds
 - i. Location of onsite sewer system (if applicable)
 - j. Trees (if within 25' of construction disturbance)
 - i. Location of all trees over 6" DBH
 - ii. DBH of all trees over 6" DBH
 - iii. Common and Latin name of trees
 - iv. Size and type of compensatory trees (if applicable)

For all projects that have greater than 500 square feet of new or additional impervious coverage, the following is also required:

- 3. Plan Requirements
 - a. Existing and proposed 2 'contours
 - b. Zoning data
 - c. Calculated 100 year flood plain
 - d. Signed and sealed by a Pennsylvania registered Professional Engineer or Land Surveyor
- 4. Ground water recharge calculations
- 5. Stormwater Management calculations

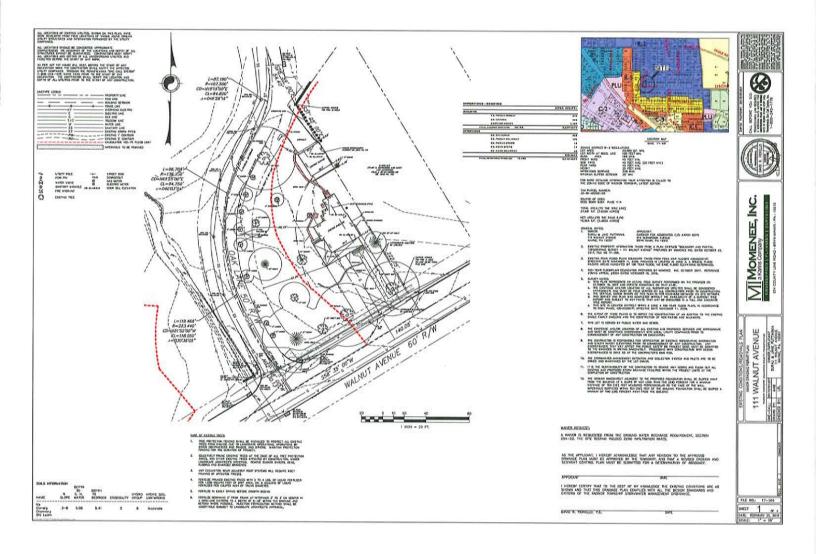
To be Completed by Radnor Township		
Submission Date:	3/15/10	
Final Approval Date:		
Permit Number: 18-022		
Shade Tree Approval Date:		
Zoning Approval:		
	Zoning Officer	
Grading Permit Approval:	1	
	Township Engineer	

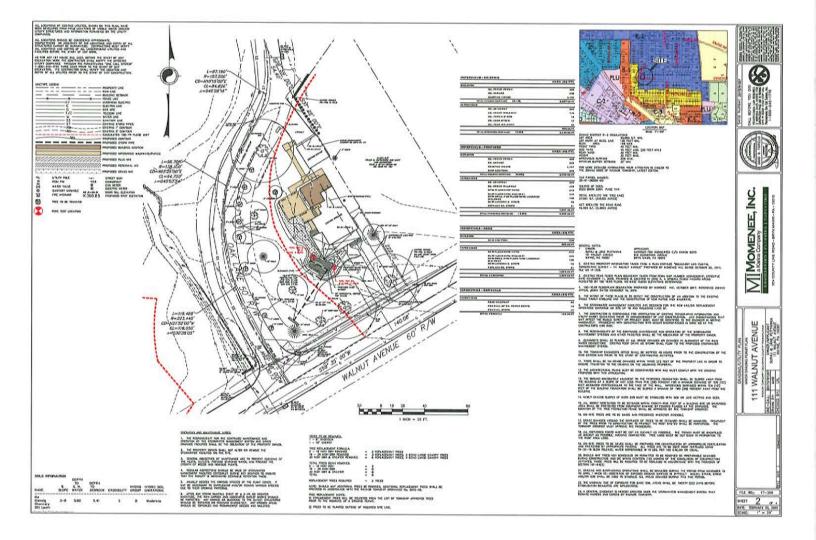
TO BE COMPLETED BY APPLICANT

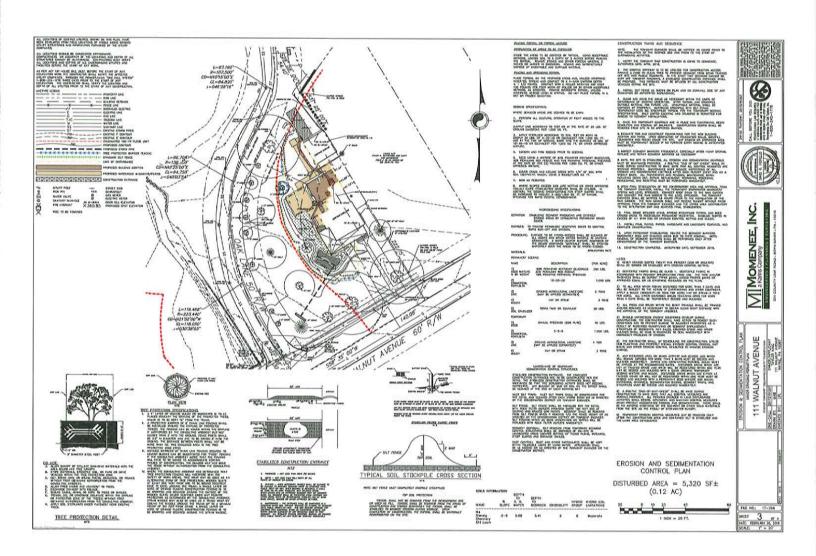
Property Owner(s) Suraj and Jane Puttannia c/o Aaron Boyd, Gardner/Fox Architects		
Address of Property 111 Walnut Avenue Wayne, PA 19087		
Phone Number 610-525-8305 x 267 Email aboyd@gardnerfox.com		
Engineer/Surveyor Kevin Momenee, PE, PLS Momenee Associates, Inc.		
Phone Number 610-527-3030 Email llayer@momenee.com		
Brief Description of the Project: Construction of a new building addition and related site improvements		
New Patio and Rain Garden to manage stormwater runoff		
The undersigned hereby makes application for a Permit under Chapter 175 and any amendments there of:		
Signature of Applicant Mh A on 3/14/2018		
AARON < BOYD, GARDNER/FOX		

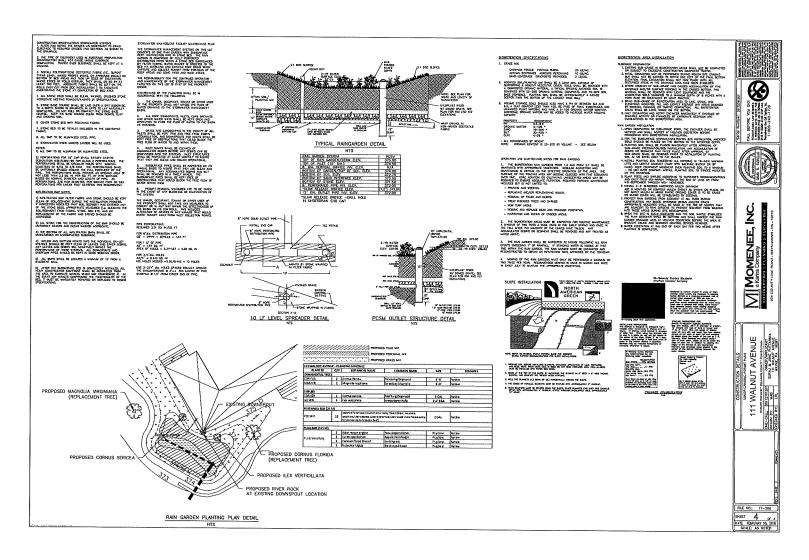
Please note the following requirements:

- 1. Submit five (5) copies of the plan set with your application
- 2. Plans are to be no larger than 24" x 36", and shall be folded
- 3. Shade Tree Commission: If your project meets any of the following requirements, you will be required to attend the Shade Tree Commission Meeting, as well as submit an additional 8 (eight) sets of plans:
 - a. Any clearing activity which proposes the removal of six (6) or more trees with a Diameter at Breast Height (DBH) of 6" or greater
 - b. Grading in excess of 200 cubic yards, excavation in excess of 60 cubic yards
 - c. Grading for parking lots of 5 or more cars
 - d. Removal of a Heritage Tree (30"DBH or greater) in a non-emergency situation.
 - e. Forestry management and practices
 - f. Swimming pool permits
 - g. The Shade Tree Commission shall review, if directed by the Township Engineer, applications submitted to the Township for the following: Demolition permits on any building lot whereby the proposed work may impact or cause the removal of trees; and Commercial tree removal.
- 4. Stormwater Calculations:
 - a. Replacement of impervious surface is considered "new" impervious
 - b. There is no credit for the removal of impervious surface









RESOLUTION NO. 2018-47

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE PURCHASE OF FIVE NEW VEHICLES FOR USE BY THE RADNOR TOWNSHIP POLICE DEPARTMENT

WHEREAS, the Radnor Township Police Department is seeking to replace of five (5) of its vehicles currently being utilized by its Patrol Division; and

WHEREAS, the new vehicles can be purchased under Pennsylvania's COSTARS Program for \$234,390.56; and

WHEREAS, the new vehicles consist of three (3) (AWD) Ford Explorer Marked Patrol vehicles, one (1) (AWD) Ford Explorer Unmarked Patrol vehicle and one (1) (AWD) Ford Explorer K-9 vehicle. and;

WHEREAS, the new vehicles will be purchased under the 2018 Police Capitol Fund for \$234,390.56.

NOW, THEREFORE, be it **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the purchase of five (5) new vehicles for use by the Radnor Township Police Department in an amount not to exceed \$234,390.56.

SO RESOLVED, this 23rd day of April, 2018.

	RADNOR TOWNSHIP	NOR TOWNSHIP	
	Ву:		
	Name: Lisa Borowski		
	Title: President		
ATTEST:			
Robert A. Zienkowski,	Township Manager/Secretary		

Radnor Township

PROPOSED LEGISLATION

DATE: 04/23/18

TO: Robert A. Zienkowski, Township Manager

FROM: Deputy Superintendent Christopher Flanagan

LEGISLATION: Resolution to purchase the five (5) new 2018 Ford Police Vehicles

LEGISLATIVE HISTORY: Request for legislation/new

PURPOSE AND EXPLANATION: The Radnor Township Police Department requests to purchase three (3) (AWD) Ford Explorer Marked Patrol vehicles, one (1) (AWD) Ford Explorer Unmarked Patrol vehicle and one (1) (AWD) Ford Explorer K-9 vehicle.

FISCAL IMPACT: \$234,390.56. The money will be purchased from the 2018 Pennsylvania COSTARS Program. The funds for this purchase requisition will come from the 2018 Capital Improvement Fund # 05410000.48206.

The cost for the purchase of the vehicles is as follows:

3 – Ford Explorer Marked Patrol (AWD)	\$139,401.57
1 – Ford Explorer Unmarked Patrol (AWD)	\$ 40,920.14
1 – Ford Explorer Patrol K-9 (AWD)	<u>\$ 54,068.85</u>
	\$234,390.56

RECOMMENDED ACTION: I recommend the Legislation be passed to purchase five (5) vehicles to be utilized by the Radnor Township Police Department.

MOVEMENT OF LEGISLATION: Adoption at the April 23, 2018 Board of Commissioners Meeting.

RESOLUTION 2018-48 RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE PURCAHSE OF A COMFORT STATION FOR EMLEN TUNNELL PARK.

WHEREAS, Radnor Township strives to provide a safe and healthy environment within its park system that adds to the overall quality of life for residents; and

WHEREAS, Radnor Township desires to purchase, and subsequently install, a comfort station at Emlen Tunnell Park; and

WHEREAS, Radnor Township has designated the appropriate funding for the purchase of a comfort station at Emlen Tunnell Park; and

WHEREAS, the Board of Commissioners desires to approve the proposed contract for purchase of the comfort station from the Pennsylvania State Purchasing Contract (COSTARS) in accordance with the Home Rule Charter of Radnor Township.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Radnor Township does hereby approve the purchase of the comfort station for Emlen Tunnell Park from Romtec Pre-Engineered Buildings through the Pennsylvania State Contract COSTARS as outlined below:

Vendor: Romtec Pre-Engineered Buildings

Contract #: Costars – 014-096

Amount: \$105,454.26 (includes pre-engineered building)

SO RESOLVED this 23rd day of April, 2018.

	By:
	Name: Lisa Borowski
	Title: President
ATTEST:	1100

TOWNSHIP OF RADNOR

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

Radnor Township

PROPOSED LEGISLATION



DATE: April 23, 2018

TO: Board of Commissioners

FROM: Tammy Cohen, Recreation & Community Programming Director

LEGISLATION: Resolution #2018-48 Authorizing the purchase of a comfort station for Emlen Tunnell Park.

LEGISLATIVE HISTORY: This is the first legislative action on this topic.

PURPOSE AND EXPLANATION: Request is being made to authorize the Township to purchase a comfort station that would subsequently be installed at Emlen Tunnell Park (upon Board authorization). This purchase would be made from Romtec Pre-Engineered Buildings through the Pennsylvania State Purchasing Contract (COSTARS). Installation will be bid subsequently to this resolution and will later appear before the Board of Commissioners for approval. Romtec is a single-source design, engineering, and manufacturer who will supply the construction drawings and full building kit as a complete, pre-designed packaged building to be constructed on site. Romtec is a highly-regarded company with 40 years of experience in packaged building supply and construction.

This project will include the addition of a new comfort station at Emlen Tunnell Park that will greatly enhance the experience for the park's many users. In particular, the comfort station amenity will provide a facility within the park that positively impacts health and hygiene. The comfort station development at Emlen Tunnell Park has been a long-awaited project by members of the community, including the youth sports organizations that utilize the athletic fields for many months during the year, along with the Garrett Hill Community neighbors who frequent the park on a regular basis to utilize the walking path and playground. The building will also provide a small concession area and storage of which will be operated primarily by Radnor Wayne Little League. The building will comply with the ADA (American Disabilities Act) and the current standards for structural and safety, per the Universal Construction Code as well as the recommendations of the Consumer Product Safety Commission. It will consist of split-face, mortar joint concrete masonry blocks along with full plumbing and electrical service. The building will contain energy efficient features such as motion-sensor lighting, low-flush valves, and LED lighting.

IMPLEMENTATION SCHEDULE: Upon authorization by the Board of Commissioners to purchase the comfort station for Emlen Tunnell Park,

will take place in the spring 2017 and is anticipated to be completed prior to the start of the spring sports season. Shipping will take 4-6 weeks and the project is estimated to begin in March.

FISCAL IMPACT: The cost of the comfort station for Emlen Tunnell Park has been budgeted under the Township Capital Plan/Bond Issue for Park Improvements per Ordinance 2015-18:

Vendor: Romtec Pre-Engineered Buildings

Contract #: Costars – 014-096

Amount: \$105,454.26 (includes pre-engineered building)

RECOMMENDED ACTION: I would like to respectfully request that the Board approve Resolution #2018-48 authorizing the purchase of a comfort station for Emlen Tunnell Park.

ROMTEC SCOPE OF SUPPLY AND SERVICES



Project Name: Emlen Tunnell Park Restroom

Location: Wayne, PA Date: 4/10/2018

Romtec has forty (40) years of experience in packaged building supply and construction. The following describes Romtec's scope of supply and services for this specific building project as well as the general scope of supply and services provided by the installer in order to complete construction of the building.

1. ROMTEC SCOPE OF SUPPLY AND SERVICES

A. OVERVIEW

Romtec is a single source design, engineering, and manufacturer who will supply the construction drawings and the full building kit as a complete, pre-designed packaged building to be constructed onsite.

B. PRELIMINARY DESIGN REVIEW AND APPROVAL

- 1. Romtec requires approval of the following prior to producing full submittal documentation:
 - a. The plan view and elevation drawing of your building.
 - b. The approval of the Romtec Scope of Supply and Services (this document).
 - c. Colors for roofing, block, metal and all other interior and exterior finishes to be supplied by Romtec.
- 2. Romtec requires the return of the signed "Design Approval" document prior to producing full submittal documentation.

C. SUBMITTAL

Romtec will submit the Scope of Supply and Design Submittal (SSDS), including the construction drawings and all component data sheets. One full round of SSDS revisions are provided by Romtec in the design and engineering services.

1. The Romtec plans will be sealed by an engineer licensed in the state of *Pennsylvania*.

D. STRUCTURE

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

- 1. Concrete Masonry Units CMU
 - a. Exterior walls will be constructed of split-face, mortar joint concrete masonry units (concrete blocks).
 - b. Block color will be *Tan*.
- 2. Rain Guard anti-graffiti coating.
- 3. Interior walls shall have rubber cove base.
- 4. Doors, frames and hardware
 - a. Doors and frames shall be powder coated.

<u>Note</u>: Powder coat color to be selected by the **owner** from the RAL standard color chart.

- b. Stainless steel hinges.
- c. Heavy duty door closure.
- d. Stainless steel kick plates.
- e. Unican 1000 series lock with schlage door cores.
- f. Double door for storage room.
- 5. Electric concession roll-up door with stainless steel counter.
- 6. Wire weave gable vents for natural ventilation.
 - Vents to be powder coated.

<u>Note</u>: Powder coat color to be selected by the **owner** from the RAL standard color chart.

- 7. Phenolic restroom partitions
 - a. Partition color shall be Graphite Grafix (006F)
- 8. Roofing materials
 - a. Glulam beams
 - b. 2x6 tongue and groove decking.
 - Roofing shall be Custom-Bilt Metals, 26 gauge, SL-100 standing seam roof panels.
 <u>Note</u>: Roofing color shall be selected by the owner from the manufactures standard color chart.
 - d. Timber truss and post roof extension.

E. PLUMBING FIXTURES

The following items relative to the plumbing fixtures will be supplied by Romtec.

1. Wall mount, china toilets with exposed, low flow sensor flush valves.

ROMTEC SCOPE OF SUPPLY AND SERVICES



- 2. Top supply, back discharge china urinal with exposed, low flow sensor flush valve.
- 3. Wall mount, china sinks with low flow lever handle faucets.
- 4. Stainless steel, 21 gallon trash can with no lid.
- 5. 18" x 36" mirrors
- 6. Wall mount, white, 2-roll toilet paper dispensers.
- 7. Wall mount, stainless steel soap dispensers.
- 8. Diaper decks.
- 9. Stainless steel non-refrigerated drinking fountains with freeze protection.
- 10. Concession room hand wash sink with faucet.
- 11. Concession room 3-bay, stainless steel utility sink with faucet.
- 12. Exterior lockable hose bib.

F. ELECTRICAL FIXTURES

The following electrical fixtures will be supplied by Romtec:

- 1. Exterior lighting
 - a. Wall mount, LED mini-pak light fixtures.
- 2. Interior lighting
 - a. Wall mount, LED mini-pak light fixtures.
 - b. 48" LED light fixtures.
- 3. Light controls to be motion sensor.
- 4. Electric tank water heater.
- 5. Wall mount, white, 15 second hand dryers.
- 6. Ceiling fan in restrooms.
- 7. Lockable exterior outlets supplied by *installer*.
- 8. Main breaker panel sized for the building components.
 - a. 100 amp, single-phase, indoor.

2. INSTALLER SCOPE OF SUPPLY AND SERVICES

A. OVERVIEW

The contractor is responsible for building installation, hereafter designated as the installer. The installer's work will include site preparation and grading, foundation and pad construction, and building installation. The following describes the products and services that are by the installer.

B. STRUCTURE

The following items relative to the structural components will be supplied by the *installer*:

- 1. All materials, equipment and labor for footings, interior and exterior slabs, and sidewalks.
- 2. Latex epoxy paint wall finish.
- 3. Interior epoxy floor finish.
- 4. Masonry (concrete) grout and rebar

<u>Note:</u> The installer may be required to notch CMU block for bond beams and cut full blocks to create half blocks. Romtec is not responsible for any cost or construction delays associated with this work.

- 5. All exposed wood will be sealed.
- 6. Typical fasteners such as nails, staples, and screws.

C. PLUMBING & ELECTIRCAL

The plumbing and electrical rough-in, installation and trim will be supplied by the *installer*.

D. GENERAL EXCLUSIONS

- 1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
- 2. The following items will be supplied by the *installer*:
 - a. Site grading or asphalt paving
 - b. Masonry pavers
 - c. Mortar, grout, rebar
 - d. Wall hangers for toilets
 - e. Grease traps
 - f. Latex epoxy paint & calk
 - g. Concrete & wood sealers
 - h. Branch circuit breakers
 - i. Fire alarm & fire suppression equipment
 - j. Switches & outlets
 - k. Fluorescent tubes for light fixtures
 - 1. Fasteners not included in product packaging

- m. Floor drain(s)
- n. Backflow check valves
- o. Drain valves
- p. Cleanouts
- q. Freeze protection
- r. Irrigation Equipment
- s. Gutters and downspouts
- t. Lighting equipment not attached to the building
- u. Landscaping
- v. Special inspection services
- w. Permits and fees

ROMTEC SCOPE OF SUPPLY AND SERVICES



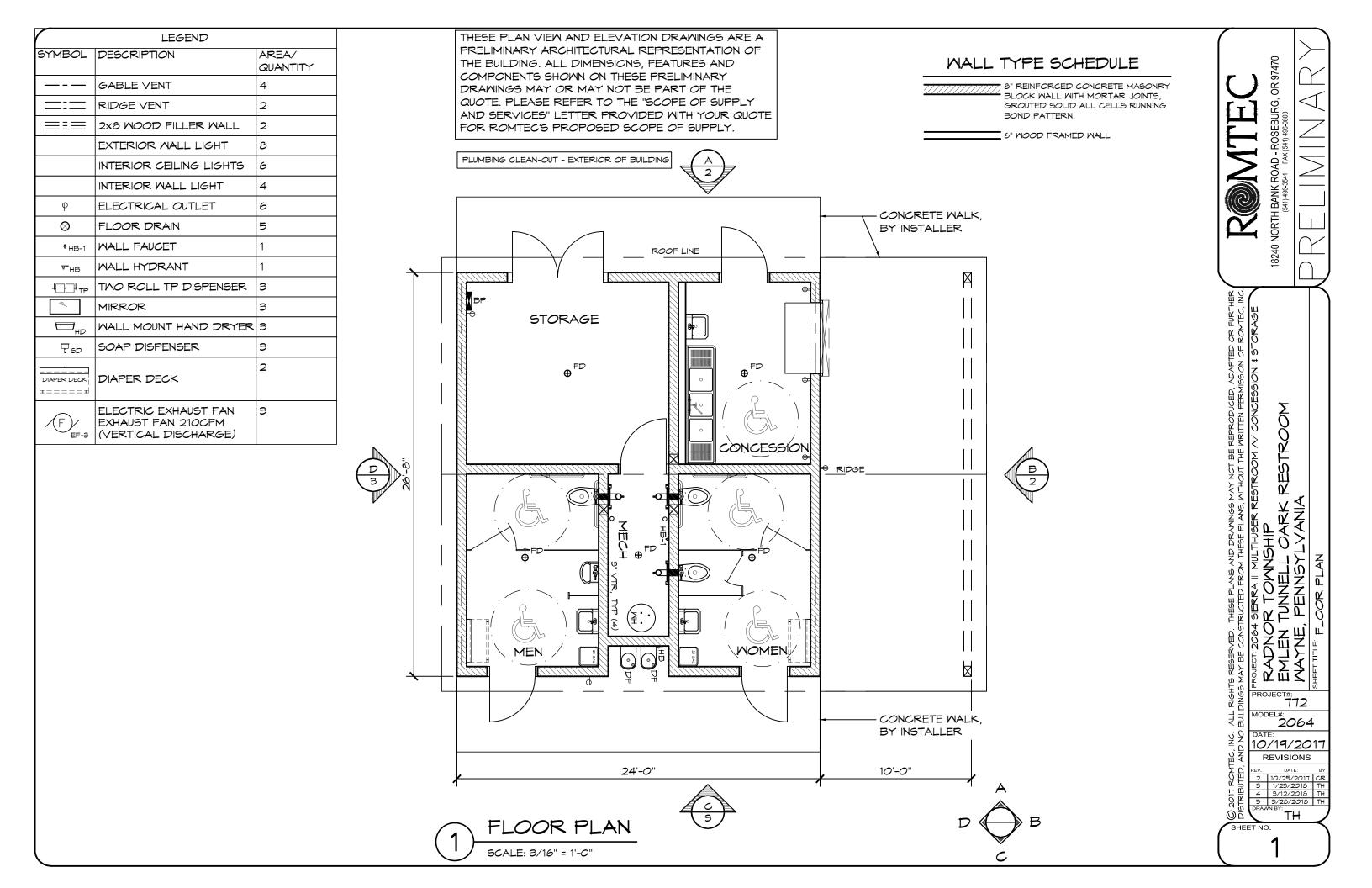
3. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

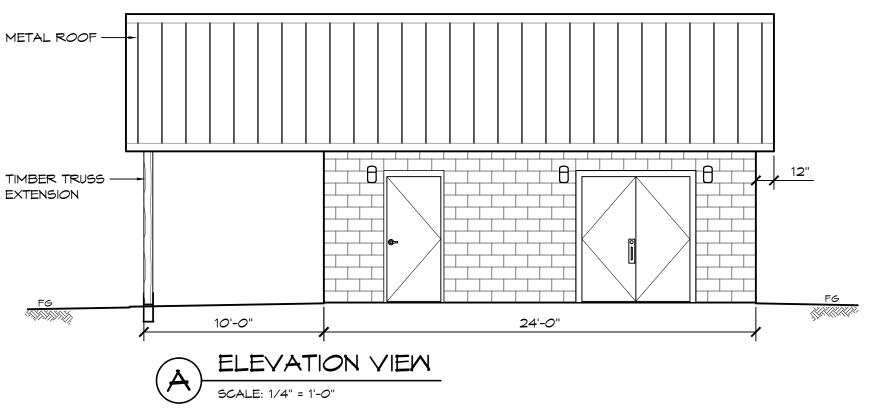
3. DELIVERY, STORAGE, AND HANDLING

- A. Romtec's freight estimates are based on delivering the product on a 48' to 53' flatbed or van truck and trailers, or as close as we can legally get to the site. Overall dimensions of the truck and trailers are the following: 70' overall length, 102" wide and 168" high.
- B. The installer will be responsible for all equipment and labor required for off-loading of the building onsite.
- C. The *installer* will assume responsibility for adequate protection of materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
- D. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their packaging. It is the responsibility of the *installer* to collect and maintain these manuals.

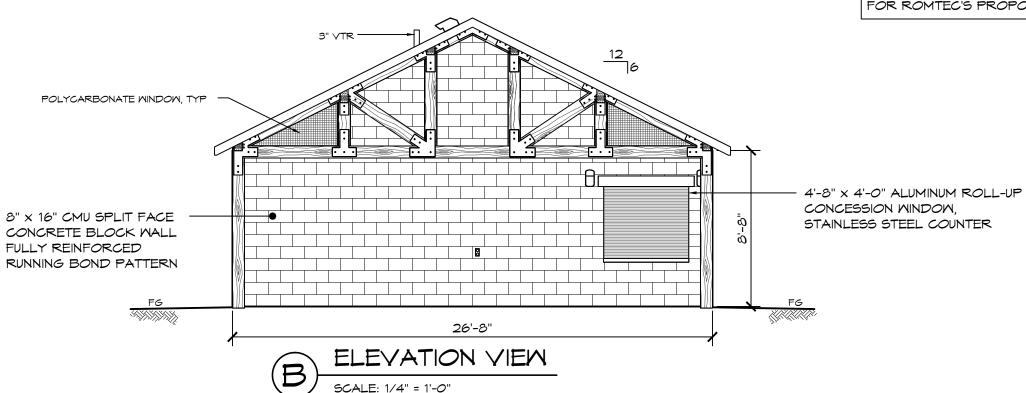
4. WARRANTY & LIMITATIONS

- A. The building and all its associated components will be warranted against defects in materials and workmanship for a period of not less than one (1) year from date of final acceptance
- B. HVAC equipment (heat pumps, air conditioners, heaters, etc.) are intended to be installed by factory trained technician. Any installation of HVAC equipment supplied by Romtec that is not performed by a factory trained technician automatically nullifies the warranty on that equipment. In other words, if Romtec supplies a Mitsubishi heat pump system that fails to operate after installation then the contractor will need to prove that it was installed by a factory trained technician in order for the warranty to cover the fix.
- C. Tiles will crack over time due to multiple factors including building settlement, wall movement, and other factors. Romtec cannot guarantee that the tiles in the building will not eventually crack. Romtec considers the repairing of cracks as a maintenance issue, and not a warranty issue. In other words, the tiles in the building will eventually crack and will not be covered under the building warranty.
- D. If the roofing supplied is not manufactured by Custombilt Metals, Romtec does not provide a warranty for metal roofing. Metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory. All project circumstances are different and Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer. Therefore, Romtec does not warrant metal roofing.
- E. Stone veneer will crack over time due to multiple factors including building settlement, water infiltration and freezing, wall movement, and other factors. Romtec cannot guarantee that the stone veneer on the building will not eventually crack. Romtec considers the repairing of cracks as a maintenance issue, and not a warranty issue. In other words, the stone veneer on the building will eventually crack and will not be covered under the building warranty.
- F. All concrete cracks on the surface eventually. This can occur within the first week after the concrete is poured or years after. Surface cracks in concrete are a maintenance issue for the owner to fill over time. Cracks in concrete are not a warranty issue.
- G. Smooth face block can have a significant variation in the color and texture due to the manufacturing process. Smooth face block should never be used as an architectural finish. It should always be either painted over or have siding covering it. Romtec does not guarantee uniform color or texture of block, or warranty that any aspect of block color or texture will maintain over time.





THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



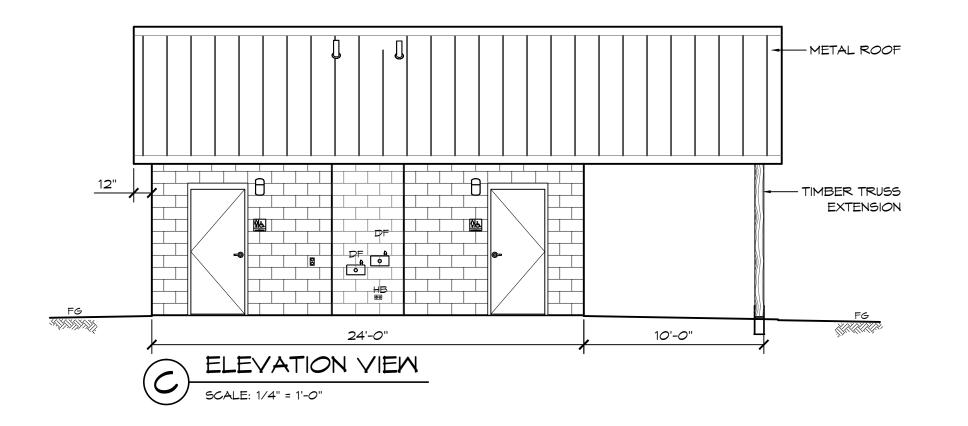
18240 NORTH BANK ROAD - ROSEBURG, OR 97470 (541) 496-3541 FAX (541) 496-0803

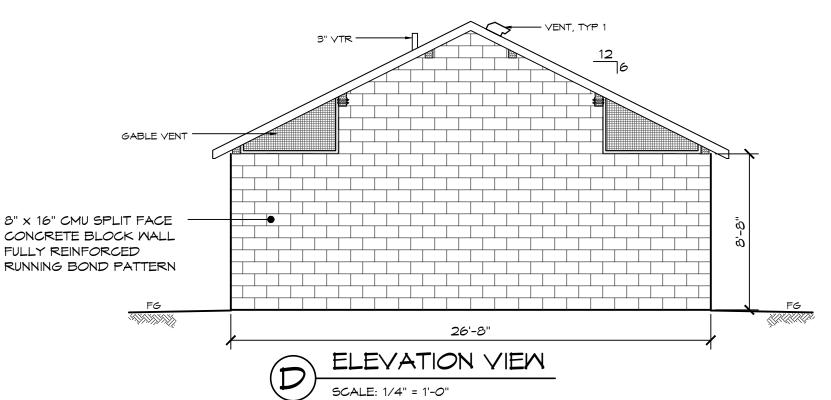
MODEL#: 2064

10/19/2017

REVISIONS 4 3/12/2018 5 3/28/2018 DRAWN BY:___

<u>@</u> TH SHEET NO





THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

STROOM (5

NOR TOWNSHIP EN TUNNELL OARK RES

ROJECT#: 172
MODEL#:

MODEL#: 2064 DATE: 10/19/2017

DATE:
10/19/20'
REVISIONS
REV. DATE:

REVISIONS

REV. DATE:

1 10/20/2017 1
2 10/25/2017 C
4 3/12/2018 1

OD DRAWN BY: TH

3





18240 North Bank Road Roseburg, OR 97470 P: (541)496-3541

F: (541)496-0803 service@romtec.com

Date	Proposal #
04/18/18	

COSTARS-014-096 RECREATION & FITNESS Emlen Tunnell Park Restroom

Company: Radnor Township

Contact: Ta

Tammy Cohen

Address:

301 Iven Ave

Wayne, PA 0+087

Phone:

610-688-5600

Fax:

Email:

tcohen@radnor.org

TERMS: Materials payment due net 35-day from date of shipment per facility. This proposal is subject to the terms

and conditions listed on the COSTARS contract.

Wodel#	D	escription	OII	it Frice	Price
2064	Sierra III Multi-User RR/Storage/0	Concession - Design & Supply	\$1	03,028.34	\$103,028.34
	See attached Romtec Scope of	Supply dated: 4/10/18			
			SUE	BTOTAL	\$103,028.34
COSTARS DIS	COUNT: Available only to qualified P	ennsylvania State & Local Entities.			-\$8,564.08
Design Service	es SIN# 361-30				\$3,990.00
Shipping and	d handling from Roseburg, OR to:		Wayne	PA	\$7,000.00
			TO	TAL	<i>\$105,454.26</i>

DESIGN SERVICES INCLUDES AN INITIAL UNSEALED PLAN SET ON 11" X 17" FORMAT AND ONE SEALED REVISION IN RESPONSE TO COMMENTS. If any additional revisions, sealing or change in plan set size are requested or required, an additional Design Service will be charged. Romtec's design services quoted herein are conditioned upon, and cannot be purchased separate from, the purchase of the applicable Romtec building model.

The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec, Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and notice to proceed. Additionally, the customer will complete the Customer & Project Information request as quickly as possible so that payment terms, and if applicable bonding requirements, can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted submittal approval and notice to proceed.

Romtec, Inc.	Customer	
Signature:	Signature:	
Print:	Print:	
Title:	Title:	
Date:	Date:	



Extended

^{*} This proposal includes the design & engineering by Romtec to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

^{*} All prices listed above are F.O.B. Roseburg, OR, freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec notice to proceed document

^{*} This proposal is effective for 90 days from above date; thereafter all prices are subject to change without notice.

^{*} Non-Agency orders must be placed on Romtec purchase order forms.

Recognition of Radnor Hotel for their Sponsorship Support of the 7th Annual Daddy-Daughter Dance

Police Commendations/Awards/ Unit Citations

Swearing in of Three (3) Radnor Township Police Officers

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

Discussion and Possible motion to reschedule the May 14th BOC meeting to May 7th

Discussion regarding the Proposed Willows Lease

Motion to Approve Ethics Training by Pennsylvania State Ethics Committee be offered to Radnor Township Board of Commissioners, Radnor Township Employees, Members of Radnor Township Boards and Commissions, Interested Members of the Public (Requested by Commissioners Borowski & Clark)

Resolution #2018-45

WHERAS, the municipal elections for Commissioners are held every two years, resulting in up to four new elected officials representing the township in each instance; and

WHERAS, the Radnor Township Board of Commissioners (the "Board") is subject to the requirements of the Pennsylvania Sunshine Act (Open Meetings Law) and Open Records Act, among others; and

WHERAS, it is the policy of the Board that each Commissioner is encouraged to attend regular training sessions with respect to the Pennsylvania Sunshine Act (Open Meetings Law) and Open Records Act, among others, and the rules and regulations promulgated thereunder, as well as to provide access to such training to the public, whenever possible.

NOW THEREFORE, BE IT RESOLVED as follows:

- The Radnor Township Administration shall facilitate access to, schedule sessions with, or otherwise make available to all Commissioners, training on the Sunshine Act and Open Records Act by an agreed upon agency, such as the Open Records Office in Harrisburg, PA.
- The Radnor Township Administration shall facilitate access to, schedule sessions with, or
 otherwise make available to all Commissioners, training on the Sunshine Act and Open
 Records Act at least every two years, within 60 days following the swearing-in of a new
 Board of Commissioners.
- 3. The Board does hereby direct the Radnor Township Administration to make such training sessions available to all boards and commissions, as well as invite members of the community to attend.

, 20	018.
	RADNOR TOWNSHIP
Ву:	Name: Lisa Borowski Title: President
	Title. Flesidelli

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT

Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: Robert A. Zienkowski, Township Manager

William M. White, Assistant Township Manager/Finance Director

Date: April 16, 2018

Re: Proposals for Land Development Review & Associated Engineering, Traffic & Transportation Engineering, and Inspection Services

The Board of Commissioners directed the Township Manager to solicit proposals for the above referenced engineering and inspection services. The Requests for Proposals were previously provided to the Commissioners. As of the deadline for submission (April 16, 2018), the attached table depicts the proposals that were received.

Hard copies of the proposals are to be delivered to the Commissioners prior to the April 23rd, regularly scheduled meeting. At that time, staff respectfully request the Board of Commissioners advise how you wish to proceed regarding the selection process.

Engineering Discipline	Firm Submitting Proposal(s)
	Dumack Engineering, P.C.
Inspections	GeoStructures, Inc.
	Quality Control Inspection, Inc.
usbe	Remington Vernick Engineers
	T&M Associates
	The Temple Group Inc.
	Bergmann Associates
	Carroll Engineering Corporation
nent	Cedarville Engineering
Land Development	Dumack Engineering, P.C.
	Gannett Fleming, Inc.
	Hanover Engineering
	LTL Consultants, Ltd.
	McCormick Taylor, Inc.
	T&M Associates
Traffic	Gilmore & Associates
	*TBD

 $^{{}^*\}mathrm{TBD}-\mathrm{A}$ proposal was not submitted via Penn BID. The Solicitor's office is evaluating if the proposal will be accepted.

Discussion: Parks & Rec Board Roles & Responsibilities

Discussion of Parks & Recreation Board involvement pertaining to the Willows

Resolution #2018-46

WHERAS, The Board of Commissioners' ambiguous policies and contradictory statements regarding commercial cell towers and emergency services antennas in Radnor Township Parks has created uncertainty for the public, cell service providers, emergency services, and administration;

WHERAS, technology in the telecommunications industry continues to advance and the use of unobtrusive micro-cells has become increasingly popular in Radnor Township, and surrounding municipalities;

WHERAS, Radnor Township seeks to resolve regulatory uncertainty and expand the capability of private companies to build infrastructure on private property to improve cellular communication in the township;

THEREFORE, BE IT RESOLVED, Radnor Township bans the installation of commercial cell towers on township parkland;

THEREFORE, BE IT FURTHER RESOLVED, Radnor Township will work with Delaware County Emergency Services to identify options - such as placing EMS antennas on public lands - to enhance first responder emergency communications in areas where there is deficient coverage.

SO, RESOLVED this	_ day of	, 2018.
		RADNOR TOWNSHIP
	Ву	: Name:Lisa Borowski Title: President
ATTEST:		
Robert A. Zienkows	ki, Secretary	

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT

Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: Robert A. Zienkowski, Township Manager

William M. White, Assistant Township Manager/Finance Director

Date: April 16, 2018

Re: DISCUSSION of Bid Results and Funding of Contract #B-18-001, Wayne Business District Sidewalk and Street Cleaning

After posting the project noted above on Penn BID, the Township received one bid for weekly cleaning of the Business District. Please see page 31 of the attached bid to a map of the cleaning area. Attached is a copy of the solicitation, bulletins, and the contractor's bid form.



INVITATION FOR BID FOR

WAYNE BUSINESS DISTRICT SIDEWALK AND STREET CLEANING CONTRACT CONTRACT #B-18-002

Radnor Township

Engineering Department 301 Iven Avenue Wayne, PA 19087-5297 610-688-5600 Fax 610-688-1279 www.radnor.com

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ADVERTISEMENT

Sealed bids for the WAYNE BUSINESS DISTRICT SIDEWALK AND STREET CLEANING CONTRACT(Contract #B-18-002) will be received by Radnor Township until 12:00 p.m. (noon) on Thursday, April 12th, 2018 where and when the bids shall be publicly opened and read aloud. Bids must be submitted and be updated online through PennBid (www.Pennbid.net). Bid packages may be obtained at no charge through PennBid beginning on Friday, March 23rd, 2018. A pre-bid meeting will be held on Thursday, April 5th, 2018 at 11:00 a.m. at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087. This will be followed by a site visit.

A bid security in the amount of ten percent (10%) of the total bid is required. Bid security shall be in the form of either a Bond issued by a corporate surety approved by the Secretary of Insurance to do business in the Commonwealth of Pennsylvania, or a certified check or an Irrevocable Letter of Credit issued by a bank licensed to do business in the Commonwealth of Pennsylvania.

The Township Board of Commissioners reserves the right to waive any informalities and reject any or all proposals, or parts thereof, for any cause permitted by law, as it deems in the best interest of the Township. The standard under which bids will be evaluated and other bid requirements and instructions to bidders are included in the bid package. At the sole discretion of the Board of Commissioners, the contract may be extended one year, based on the 2019 bid prices. Bidders must provide 2019 pricing as part of the bid submission.

Robert A. Zienkowski Township Secretary

To be Published:

Delaware County Daily Times: March 23rd, 2018 and March 30th, 2018

INSTRUCTIONS TO BIDDERS

1. Bidder's Responsibility

All Bidders are required to familiarize him/herself with all the requirements contained in this bid package including, but not limited to, all the conditions specified in the Advertisement, Instructions to Bidders, General and Specific conditions, if any, Detailed Specifications, Drawings, Maps, Bid Security and Bond agreements, and all other parts of the contract documents, the federal Fair Labor Standards Act provisions, various insurance requirements, equal opportunity and nondiscrimination provisions, non-collusion requirements, and local, state, and federal laws and regulations, if applicable.

2. Pre Bid Meeting

A pre-bid meeting will be held on Thursday, April 5th, 2018 at 11:00 a.m. at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087, followed by a site visit.

3. State of Pennsylvania Prevailing Wage Rates (Appendix A)

Please note that this project will be subject to minimum prevailing wages (Appendix A) normally subject to the requirements of the Pennsylvania Prevailing Wage Act (Act 442 as amended) if the Contract Price exceeds \$25,000.00. The successful Bidder is required to file a statement each week and a final statement at the conclusion of the work on the contract with Radnor Township under oath in form satisfactory to the Secretary certifying that workmen have been paid wages in strict conformity with the contract as prescribed by \$9.103(7) (relating to required provisions) or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

The prevailing wage determination will be issued in a forthcoming addendum.

4. Bulletins (Addenda)

Bidders shall acknowledge receipt of all bulletins (addenda) which have been issued during the bidding period and agree that said bulletins shall become part of the Contract Documents.

Bidder Questions

All questions regarding the bid must be submitted using the online form on PennBid (www.Pennbid.net) and by clicking on the "Questions" tab. Questions may be submitted until 12:00 p.m. on Monday, April 9th, 2018 All questions and all answers will also be posted to the PennBid website for all bidders to review. Only questions asked and answered using this process shall be considered addenda to the bid package.

6. Bid Submission Requirements (Checklist)

Bid submissions will not be considered unless items 6.1 through 6.5 (and, if applicable, 6.6) are submitted online through PennBid (www.Pennbid.net) prior to bid due date and time as stated in the Advertisement. The Township Board of Commissioners reserves the right to waive any informalities and reject any or all proposals, or parts thereof, for any cause permitted by law, as it deems in the best interest of the Township. The standard under which bids will be evaluated and other bid requirements and instructions to bidders are included in the bid package.

Bids must be accompanied by bid security in the form of a certified check, bid bond, or standby bank letter of credit equal to at least ten percent (10%) of the total net bid price.

If an electronic copy of the bid security is submitted, the original bid security must be delivered to Radnor Township, Attention: Melissa Conn, Purchasing and Contracts Coordinator within three business days after the bid opening (postmarked by bid due date as stated in the Advertisement).

The bid security shall be payable to the Radnor Township as payee or oblige, and shall be forfeited as liquidated damages if the bidder fails to execute the Contract in conformity with the Agreement incorporated in the Contract Documents. The successful bidder and second lowest bidder's bid security shall be returned promptly upon Radnor Township's receipt of the successful bidders executed contracts, bond(s) (if applicable), and other required forms and applications (if applicable).

6.2 Statement of Bidder's Qualifications

Bids must be accompanied by a completed, signed, and notarized Statement of Bidder's Qualifications, with all necessary supporting documentation.

6.3 Non-Collusion Affidavit

Bids must be accompanied by a completed, signed, and notarized Non-Collusion Affidavit.

6.4 \square Client References

Bids must be accompanied by a completed list of Client References. References should include a minimum of five municipalities, school districts, or other clients for which the bidder has delivered similar goods and/or services in the past three years.

6.5 Bid Price Submission

Bid prices must be submitted using the online Bid Form on PennBid (www.Pennbid.net), unless otherwise stated in the Advertisement. All other forms of bid price submissions will not be accepted. Bidders may submit price quote(s) by clicking on the "Bid" tab and providing price quote(s) in the area provided. Bids may be updated or withdrawn any time prior to bid due date and time as stated in the Advertisement.

6.6 Bulletins (Addendums)

Bidders shall acknowledge receipt of all bulletins (addendums) which have been issued during the bidding period and agree that said bulletins shall become part of the Contract Documents. Bidders shall list the numbers and issuing dates of the bulletins received and acknowledge same on the Bulletins acknowledgement form.

7. Insurance

Throughout the life of the Agreement, bidders shall be required to procure and maintain the insurance coverages as stated in the General Conditions. Only Certificates of insurance from A rated companies licensed to do business in the Commonwealth of Pennsylvania will be approved.

The successful Bidder shall furnish the Township with certificates of insurances, the requisite endorsements, and schedules to its insurance policies listing the Township as an "additional insured" for all required insurance, prior to the Bidder's execution of the Agreement and the start of work.

A Thirty (30) day Notice of Cancellation must be provided to the Township and be so indicated on the Certificate for all policies.

8. Surety Bonds

The successful bidder must supply a performance bond from firm(s) qualified to issue bonds in Pennsylvania, equal to one hundred percent (100%) of the bid amount for the term of the award within fourteen (14) days of the bid award.

BID SECURITY

Accompanying this propos	sal is a certified check, bid bond, or standby bank letter	of credit in the amount
of		(\$),
payable to RADNOR TOW	NSHIP. The undersigned Bidder agrees that such bid sec	curity shall be retained as
liquidated damages by the	e Township should the Bidder, if awarded this Contract,	fail to execute this Contract in
conformity with the Form	of Agreement or Form of Proposal incorporated into the	nese Contract Documents, or
should the Bidder fail to fu	urnish any specified Bonds within ten (10) business day	s after the Township notifies the
Bidder that it has been aw	arded the Contract.	
Company Name:		
By (Signature):		(SEAL)
Type Name:		
Title:		
Date:		

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information as desired.

Date of Response:	
1.1 Bidder/Company Name:	
1.2 Check one:	
CorporationPartnershipIndividual	Joint VentureOther:
2. Permanent main office address, phone, fax, and email:	
Address	
Phone #	FAX#
E-Mail	
2.2 Contact Information for Bid Inquiries	
Name	
Title	
Address	
	······
Phone #	FAX#
E-Mail	
3. Name of Project:	
4. Type of Work:	
General Construction	HVAC
Plumbing	Electrical
Other:	

5. When Organized:
6. If a corporation:
6.1 Date of incorporation:
6.2 State of incorporation:
6.3 President's name:
6.4 Vice-presidents name(s):
7.1 How many years have you been engaged in the contracting business under your present firm or trade name?
7.2 Under what other or former names has your organization operated?
8. Contracts in progress: (schedule these, showing amount of each contract and the appropriate anticipated time of completion.)
or completion.)
9. General character of work performed by your company:
or deficient of the fix performed by your company.
10. Have you ever failed to complete any work awarded to you? If so, where and why?
11. Have you ever defaulted on a contract or are you a party to any legal proceeding alleging breach of contract or
warranty? If so, where and why?
12. List the more important similar projects in size and complexity completed by your company, in the past ten years, stating the approximate cost of each, and the month and year completed.
,
13. List your major equipment available or this contract.
14. Experience in construction work similar in scope of this project

15. Background and experience of the principal member	rs and employees of your organization, including officers.
16. Credit available: \$	
17. Bank Reference:	
18. Name of Bonding Company and address of agent:	
19. Provide a copy of a Financial Statement (showing cu liabilities, and other liabilities).	rrent assets, net fixed assets, other assets, current
We have attempted to answer all questions in a full and any respect misleading, either by expressing ourselves in information. We recognize Radnor Township will be rely in this questionnaire in deciding whether to permit us to	n a misleading or ambiguous manner or omitting ving on the accuracy of the information and our responses
Dated at this day of	, 20
Name of Company:	
Completed by:	(Must be an officer of the company)
Title:	
Signature:	
being duly sworn depose	es and says that the information provided
herein is true and sufficiently complete so as to not be r	nisleading.
Subscribed and sworn before me this day of _	, 20
Notary Public: My cor	nmission expires:

My Commission Expires

NON-COLLUSION AFFIDAVIT State of _____ : l state that I am _____ of ____ (Title) (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I state that: (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder. (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. its affiliates, subsidiaries, officers, directors, and employees are (Name of Firm) not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows: understands and acknowledges that the above representations are I state that _ (Name of Firm) material and important, and will be relied on by RADNOR TOWNSHIP in awarding the contract(s)/ purchase order(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the RADNOR TOWNSHIP of the true facts relating to the submission of this bid. SWORN TO AND SUBSCRIBED BEFORE ME THIS _____,___, (Signature) (Signature of Notary Public) (Signatory's Name)

(Signatory's Title)

CLIENT REFERENCES

Please list the names, addresses, and telephone numbers, along with a person to contact of a minimum of five municipalities, school districts, or other clients for which you have delivered similar goods and/or services in the past three years. Thank you.

Company Name:	Date:
1	
2	
2	
3	
4	
5	

below the numbers and issuing dates of the bulletins.

BULLETINS

The bidder acknowledges receipt of the hereinafter enumerated bulletins (addendums) which have been issued
during the bidding period and agrees that said bulletins shall become part of this contract. The bidder shall list

Company Name: Date:_____ **Bulletin Number Issuing Date**

GENERAL CONDITIONS

ARTICLE I. DEFINITIONS

Wherever used in these Contract Documents or Specifications, the following terms shall have the meanings indicated and shall be applicable to both the singular and the plural thereof:

A. Agreement

The written Form of Agreement between the Township and the Contractor covering the goods and/or services to be purchased.

B. Bid Form

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices and other conditions for the goods and/or services to be furnished.

C. Bidder

Any individual, proprietorship, partnership, or corporation submitting a Bid.

D. Security

Bid Bond, Performance Bond, Labor & Materials Bond, Payment Bond, Certified Check, and other instruments of security, furnished by the Bidder and its surety in accordance with the Contract Documents.

E. Contract Documents

The Contract Documents shall consist of the Advertisement for Bids; the Bid Bond and other forms of Security; Instructions to Bidders; Bid Form; signed Forms of Agreement; General and Special Conditions; Drawings; Warranties; and Detailed Specifications, including all modifications thereof, incorporated in any of the documents before the execution of the Agreement.

F. Contract Time

The number of calendar days stated in the Agreement and/or Detailed Specifications for the completion of the specified project.

G. Contractor

The individual, proprietorship, partnership, or corporation with which the Township has executed the Agreement.

H. Modification

Any written amendment of any of the Contract Documents duly executed and delivered after the original execution of the Agreement.

I. Notice

Written notice shall be deemed to have been duly served if delivered in person to the Bidder or Contractor, or to an authorized representative of the Bidder or Contractor, or if sent to or delivered at, by registered mail, the last business address known to the Township.

J. Township

The Township shall be understood to be the Township of Radnor, a Home Rule Municipality in Delaware County, the Commonwealth of Pennsylvania.

ARTICLE II. AWARD, EXECUTION OF AGREEMENT, AND DELIVERY OF BONDS

A. Awarding of Bid

- 1. The awarding of a Bid, if it is awarded, will be made by the Township Board of Commissioners to the lowest responsible Bidder whose qualifications indicate that the award will be in the best interest of the Township and whose proposal complies with all the prescribed requirements.
- 2. No award will be made until the Township has concluded such investigations as it deems necessary to establish the responsibilities, qualifications, and financial ability of the Bidder to complete the project in accordance with the Contract Documents to the satisfaction of the Township within the time prescribed.
- 3. The Township reserves the right to reject the bid of any Bidder that does not pass such investigation to the Township's satisfaction.
- 4. The Township reserves the right to reject any or all bids or parts thereof and to waive any informality in bids received when such is in the best interest of the Township; the Township also reserves the right to reject the bid of any Bidder who in the opinion of the Township is not in a position to satisfactorily or legally perform the Contract.
- 5. In analyzing Bids, the Township may take into consideration alternates and unit prices, if requested by the Bid Form.
- 6. The Contract will be awarded or rejected by a majority vote of the Township Board of Commissioners generally at a subsequent public meeting following the opening of bids. If the Contract is awarded, the Township will generally provide the Successful Bidder written notice of the award within sixty (60) days after the opening of the bids.
- B. Execution of Form of Agreement
- 1. At least two counterparts of the Agreement and such other Contract Documents as practicable shall be signed by both the Township and the Contractor, with at least one counterpart being returned to the Township within the time specified.
- C. Delivery of Performance Security
- 1. Unless otherwise specified in the Instructions to Bidders or elsewhere herein, the Contractor shall deliver to the Township a Performance Bond and other security specified in the Instructions to Bidders, including but not limited to a Labor and Materials Bond, a Maintenance Bond, and a Payment Bond.

- 2. Unless otherwise specified, the Performance Bond shall be in the amount of one hundred percent (100%) of the contract amount, as determined by the Township.
- 3. All Bonds must be issued by a company licensed to business in Pennsylvania and must be executed by a corporate surety satisfactory to the Township. A Power of Attorney and the corporate surety's latest statement of assets and liabilities must accompany the Bond. A form of the Performance Bond is made part of the bid package.
- 4. There shall be no substitute for a Performance Bond described herein unless as otherwise explicitly permitted.
- D. Failure of the successful Bidder to execute and deliver to the Township the Contract Documents and any required Performance Security within ten (10) days (or a longer period that may be designated in the Instructions to Bidders) after receiving notice of the award shall constitute just cause for the Township to annul the award and declare the Bid and any guarantee thereof forfeited.
- E. The Bid Security of all Bidders that do not submit the two lowest Bids will be returned by the Township approximately one week after the Bid has been awarded.
- F. The Bid Security of the two lowest Bidders will be returned by the Township upon the execution and delivery of the Agreement and required Security by the Contractor.

ARTICLE III. REQUIREMENTS FOR SIGNING BIDS

- A. Each Bid shall provide the full business address of the Bidder.
- B. Bids by partnerships shall furnish the full name of at least one partner.
- C. Bids by corporations shall furnish with the legal name of the Corporation followed by the name of the state of incorporation and the legal name of the president, secretary, or other member of the corporation authorized to bind it with the impression of the corporate seal. Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished upon request by the Township.

ARTICLE IV. CERTIFIED STATEMENTS

Bidders may be required to submit sworn statements attesting to their financial responsibility, technical qualifications, previous experience, available equipment, performance record, or other pertinent data designed to indicate to the Township the Bidder's ability to successfully and competently execute this Contract.

ARTICLE V. CHANGES WHILE BIDDING

In the bidding period before opening bids, the Township may furnish Bidders with bulletins requiring modifications to the Contract specifications or to other Contract Documents. Such changes shall be included in the work covered by the proposal and shall become a part of the Contract Documents.

ARTICLE VI. WITHDRAWAL OF BIDS

- A. Any Bidder may withdraw its bid at any time before the scheduled time for the receipt and opening of such bids.
- B. No bid may be withdrawn for at least sixty (60) days, or in accordance with other time provisions in the Contract Documents, after the time of opening of the bids.

C. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of that bid after it has been opened.

ARTICLE VII. SUPPLEMENTAL UNIT

- A. Contracts may be either on a lump sum basis, unit price basis, or other basis as provided in the Bid Form.
- B. Supplemental prices are generally inserted to provide for any changes in work or extra or less work that may be required by the Township. Space will have been provided in the Bid Form to insert unit prices for the addition and deduction of various types of classes of goods and/or services.
- C. Should these prices not be consistent with the whole of the work, the Township reserves the right to require the Contractor to revise these prices to bring them into agreement with the prices outlined for the major portion of the work.
- D. The unit prices for additional work should be consistent with the detailed prices submitted by the Contractor for payment, and those for deduction of work should also be similar except that the amount of overhead should be deducted.
- E. Each Bidder shall indicate a unit price on the Bid Form when any item of that type is included in the work.

ARTICLE VIII. VERBAL STATEMENTS

- A. No verbal or oral interpretation of plans or specifications shall be given before the award of the Contract. Discrepancies, omissions, or doubts about the meaning of plans or specifications should be communicated by posting a question or request for interpretation on the PennBid website (www.pennbid.net) in writing to the Township Manager for clarification.
- B. Any interpretation made under section A will be in the form of an addendum to the specifications, which will be posted on the PennBid website..

ARTICLE IX. TIME OF DELIVERY

The Contractor shall begin the work or furnish the goods under this Contract within the number of days as instructed in the Instructions to Bidders or Detailed Specifications.

ARTICLE X. BIDS OR PROPOSALS

- A. All bids must be indicated upon the Bid Form.
- B. All bids must be addressed and submitted as instructed in the Instructions to Bidders.
- C. Any Bidder that does not wish to bid on a specific option or alternate listed on the Bid Form shall insert a "0" (zero) in the unit price field. The reason for a no bid should be specified in the comment section.
- D. A Bidder desiring to bid on an alternate (where alternates are requested or permitted by the Township) shall insert on the Bid Form the amount to be added to or deducted from the base bid.
- E. If an alternate price called for does not involve a change in price, the bidder shall so indicate by inserting a "0" (zero) in the space provided on the Bid Form.

- F. If the Township decides to use an alternate type of good and/or service, and the cost of such a type or method proposed by a Bidder is lower than that chosen, such action shall not constitute the basis of a claim by the Bidder that the contract should be awarded to it.
- G. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the Contract Documents, or irregularities of any kind may be rejected by the Township.

ARTICLE XI. BID SECURITY

- A. Unless otherwise specified in the Instructions to Bidders, Bid Security in the amount of no less than ten percent of the Bidder's net bid price shall be submitted to the Township before the scheduled time of opening of such bids.
- B. Such Security shall be in the form of a Certified Check, a Bid Bond executed by a company licensed to do business in Pennsylvania and by corporate surety satisfactory to the Township, or an Irrevocable Standby Letter of Credit issued by a banking institution acceptable to the Township. No other security form is acceptable. A Power of Attorney and the corporate surety's latest statement of assets and liabilities must accompany a Bid Bond.

ARTICLE XII. BIDDER RESPONSIBILITIES

- A. Each Bidder is required to become familiar with all Contract Documents, such as the Instructions to Bidders, General Conditions, Special Conditions, Drawings, Maps, Detailed Specifications, and the forms for the required Security. The Form of Agreement, Performance and other Bonds, and other forms will be sent to the Contractor awarded the Bid.
- B. The Bidder shall be responsible for fully complying therewith.
- C. Where applicable, the Bidder shall visit the worksite and become thoroughly acquainted with the working conditions under which the work must be performed or under which goods must be used. The Contractor shall not at any time claim a misunderstanding of the nature of the work, the goods to be used, or the working conditions to be encountered.
- D. Collusive Bidding
- 1. The Proposal of any Bidder that engages in collusive bidding shall be rejected.
- 2. Any Bidder that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different Bidder, or any two or more Bidders that agree to fix their respective bids in such a manner as to be awarded the bid shall be considered collusive.
- E. Ethical Practices of Bidders
- 1. The Proposal of any Bidder that engages in unethical or illegal practices shall be rejected, and such Bidder shall be subject to any applicable legal action.
- 2. Any Bidder that attempts to influence a Township official to award the Bid to such bidder's company by promising to provide or by providing to such official any gratuity, entertainment, commission, or any other gift, in exchange for a promise to award the Bid to such Bidder's company, shall be considered unethical.

3. Any Bidder that knows of any Township official having a direct or indirect financial interest in such Bidder's company shall be required to submit with the Bid Form a written statement detailing such interest. Failure to do this shall be considered unethical.

ARTICLE XIII. DESCRIPTIVE LITERATURE

- A. Bid proposals for the furnishing of equipment shall be accompanied by the manufacturer's descriptive literature, including technical data and equipment specifications.
- B. Additional information or specific literature requirements may be detailed in the Bid Form or Detailed Specifications. All such material shall be clearly marked to the Township to distinguish the type, size, and all other relevant features of the particular item the Bidder proposes to furnish.
- C. Bid proposals submitted without the required material may be rejected by the Township.

ARTICLE XIV. PAYMENT

- A. The Township will pay the Contractor for goods and/or services provided under this Contract in accordance with the conditions set forth in the Form of Agreement and in conformance with these Contract Documents.
- B. Unless otherwise specified, the Township will provide full payment to the Contractor after Final Acceptance and generally within thirty days after subsequent receipt of invoice.

ARTICLE XV. FINAL ACCEPTANCE

- A. The Township's final payment to the Contractor may be subject to final acceptance of the goods and/or services furnished.
- B. As such, the Township reserves the right to test and examine, as it deems in its best interest, such furnished goods and/or services. Such testing will generally not exceed fifteen days. The exclusive intent of this testing option is to establish the degree of compliance with the Contract Documents.
- C. If such testing shows noncompliance with the Contract Documents, the Township may hold the Contractor liable for the portion of the goods and/or services not in compliance. As such, the Township shall have the ability to sue the Contractor to force compliance or to force the Contractor to remit any monies theretofore paid to it by the Township. The Contractor shall also reclaim any rejected goods and/or services at its own expense.

ARTICLE XVI. TAXES

- A. As a political subdivision of the Commonwealth of Pennsylvania, the Township is not subject to certain federal, state, and local taxes (EID #23-6000200). As such, Bidders shall exclude such taxes in their bid prices, unless otherwise indicated in the Contract Documents.
- B. The Township will furnish the necessary tax exemption certificates when required by the Contractor.

ARTICLE XVII. INSURANCE

A. The Contractor shall be required to procure and maintain the insurance coverages shown below unless otherwise specified in the Instructions to Bidders with the Township named as an "Additional Insured." Only certificates of insurance from A rated companies acceptable to the Township will be approved.

- 1. Workers' Compensation Insurance. The Contractor and its subcontractors shall provide certification of maintenance of Workers' Compensation Insurance during the life of this Contract. for the Contractor's and the subcontractor's employees in accordance with statutory requirements of the Commonwealth of Pennsylvania.
- 2. Public and Professional Liability Insurance. The Contractor and subcontractors must maintain during the life of this Contract Public Liability Insurance to protect the Contractor, its subcontractors, and the Township from injury or damage caused directly or indirectly by the Contractor, its subcontractors, or either of their employees in a minimum of the following limits:
 - Comprehensive liability, including products/completed operations/broad contractual, and property damage: each occurrence, \$1,000,000;
 - Personal injury: each person, \$100,000; per occurrence \$1,000,000.
- 3. Vehicular Insurance. The Contractor must maintain during the life of this Contract liability insurance for all vehicles (owned, non-owned, and hired) operating in conjunction with this Contract in a minimum of the following limits:
 - Bodily injury: each person, \$100,000; per occurrence \$1,000,000;
 - Property damage: each occurrence, \$1,000,000.
- B. The Contractor must furnish proof of such insurance coverage if specified in the Instructions to Bidders.

ARTICLE XIII. INDEMNIFICATION

- A. Unless otherwise specified in these Contract Documents, the Contractor shall indemnify, defend, and save harmless the Township, its officers and employees from all suits, actions, damages, and cost of every name, nature, and description brought against or assessed against them or any of them for or because of any property damages or personal injuries sustained by any person, firm, or corporation through the Contractor or its agents, servants, or employees in the performance of or subsequent to the delivery of the goods or services under this Contract whether such injury or damages are the result of negligence or the inherent nature of the goods or services; and for and from any claim or claims, suits or suits for damages by reason of any infringement or use of any patented apparatus, appliance, or process, any patent, trademark, or copyright, in the execution of this Contract, and shall and will at its own cost and expense defend the Township in any action or actions that may be instituted by reason thereof.
- B. It is not the intention of this section or of anything herein provided to confer a third-party beneficiary right of action upon any person whatsoever, and nothing herein set forth shall be construed so as to confer upon any person other than the Township of Radnor a right of action either under this Contract or in any manner whatsoever.

ARTICLE XIX. STATUTORY GUARANTEES

- A. Unless otherwise specified herein, any steel products used in performing this Contract must be produced in accordance with the Pennsylvania Steel Products Procurement Act, the Act of March 3, 1978 (P.L. 6, No. 3), as amended. The Contractor shall include these requirements in all agreements with subcontractors.
- B. Unless otherwise specified herein, if any of the goods covered by this Contract are subject to the Wool Products Labeling Act, the Fur Products Labeling Act, the Textile Fiber Products Identification Act, the Flammable Fabrics Act, or any applicable state or federal law, the Contractor shall provide in writing with the Bid Form the separate

guarantees provided for under such acts, or shall provide an appropriate statement that a continuing guarantee has been filed in accordance with such acts and applicable rules and regulations of the Federal Trade Commission.

ARTICLE XX. NONDISCRIMINATION

- A. No Bidder or Contractor shall discriminate, with respect to any condition of employment or fringe benefit, against any employee, applicant for employment, independent sub-contractor or any other person because of race, color, religious creed, ancestry, national origin, gender, age, veteran or marital status, sexual orientation, political affiliation, or a disability that, with or without reasonable accommodations, does not affect the person's ability to perform the essential functions of the job.
- B. Any reasonable accommodation that a Bidder or Contractor may have to make to one of its employees, in order to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 Note), shall be at such Bidder's or Contractor's own expense. Any such accommodation that may require either a material modification to any property owned by the Township or otherwise require Township assistance or cooperation shall be disclosed to the Township in a separate statement included in such Bidder's bid submission.
- C. In order for the Township to comply with certain federal and state grant requirements, Bidders, if a majority of its ownership is composed of women or racial or ethnic minorities, shall submit with their Bid Form a statement certifying such.
- D. Any Bidder or Contractor, who has been convicted of violating federal, state, or local laws governing discrimination described in Article XX, Section A, shall disclose such in a separate statement with its bid submission. If any such Bidder or Contractor shall fail to disclose such conviction, the Township shall have just cause to return such Bidder's Bid, or if the Bid has been awarded, to annul the award and declare the Bid and any Security submitted thereof forfeited.

DETAILED SPECIFICATIONS

The Township is soliciting sealed bids for the cleaning of sidewalks, parking areas, streets, and trash receptacles in the area outlined in Exhibit A provides the project limits for the Wayne Business District Sidewalk and Street Cleaning Contract.

The project area is outlined in Exhibit A, and as noted below:

Sidewalk, Parking Lot, & Street Cleaning Limits						
Street or Parking Area	To	From				
Lancaster Avenue	Aberdeen Avenue	Banbury Way				
South Wayne Avenue	Runnymede Avenue	Lancaster Avenue				
North Wayne Avenue	Station Road & West Avenue	Lancaster Avenue				
West Avenue	North Wayne Avenue	South Bellevue Avenue				
Station Road	North Wayne Avenue	Waynewood Avenue				
West Wayne Avenue	South Wayne	Bloomingdale Avenue				
North Wayne Parking Lot	All	All				
Bellevue/ATT Parking Lot	All	All				
Wayne War Memorial	All	All				

All sidewalks, parking areas, streets, etc. shall be cleaned as described, in the entire project area.

The successful bidder shall provide all labor, material, and equipment to perform the work outlined below:

- 1. All work (sidewalk, parking lot, street cleaning) will be performed simultaneously
- 2. The frequency of work:
 - a. sidewalk cleaning once per week
 - b. parking lot cleaning once per week
 - c. street cleaning once per week
 - d. power washing of sidewalks quarterly
 - e. spot cleaning of sidewalks as needed, but no less than monthly
 - f. trash receptacles cleaning of interior receptacle, every two weeks, cleaning of exterior receptacle holder, monthly
- 3. Cleaning of sidewalks may be performed by sweepers, blowers, brooms, etc., of adequate strength to remove all debris from the junction of the building and sidewalk through to the street or parking lot. All debris that are blown must be removed from the parking area and/or the street. Any sticks, leaves, pieces of equipment, chewing gum, etc. on the sidewalk that cannot be blown or swept must be removed manually. Any debris left from the use of brooming must be blown from the sidewalks. The contractor

must provide extra sweeping for leaves and other debris in the fall or after heavy storms, as part of this contract. As part of the sidewalk cleaning, pick-up and remove litter and trash from mouth of the alleys and 10 feet into the alleys.

- 4. Cleaning of the parking areas may be performed by sweepers and blowers of adequate strength to remove all debris from the sidewalk. This includes removal of debris in the gutter area that sweepers cannot reach. Any sticks, leaves, pieces of equipment, etc. on the sidewalk that cannot be blown or swept must be removed manually. The contractor must provide extra sweeping for leaves and other debris in the fall or after heavy storms, as part of this contract. In no way may debris be blown, washed, or placed into storm drains.
- 5. The streets shall be cleaned with a mobile sweeper of adequate strength and capacity to removal all debris, from the street and that blown from the sidewalk or parking area. Any items unable to be cleaned with the sweeper are to be manually removed, including, but not limited to: sticks, rocks, machine parts, and trash. The contractor must provide extra sweeping for leaves and other debris in the fall or after heavy storms, as part of this contract. In no way may debris be blown, washed, or placed into storm drains.
- 6. In any part of the project area, the removal of such debris as mattresses, furniture, and car parts are part of this project scope.
- 7. Trash receptacles in the project area are to be emptied weekly. The interior and exterior trash receptacles shall be cleaned via power washing. The exterior receptacle shall be wiped down weekly.
- 8. Power washing shall be performed by a portable, mobile, self-contained, high pressure, multiple nozzle head enclosed units with a forced water spray of 2,000 to 5,000 psi; maintaining a minimum water temperature of 180 degrees Fahrenheit for all hot water cleaning/pressure washing. All water pools left after cleaning must be removed. Proper warning signage must be displayed at all times in the areas being cleaned. As a minimum, grease, oil, stains, grit and gum must be removed at least 75% from the surface of curbs and sidewalks.

- 9. The Contractor's cleaning fleet shall be sufficient enough in both quantity and quality to carry out all of the requirements of this contract.
- 10. In the event that any sidewalk is not cleaned to the satisfaction of the contract administrator, the area will be re-cleaned at no additional cost to Radnor Township. The contract administrator shall decide if the entire area in question requires recleaning or only a designated portion of the sidewalk requires re-cleaning. An inspection report method will be used by the contract administrator to grade the Contractors performance. On days when scheduled sidewalk power washing is cancelled due to rain, Contractor will schedule an appropriate day to replace the rained out day on schedule, at no additional cost above the contract price or issue a credit.
- 11. Given the number of residents living adjacent to or within downtown, any machine used such as, but not limited to, power washers, leaf blowers, sweepers, and vacuums must be used with the lowest decibel levels possible.
- 12. The contractor will have three calendar days to correct any unsatisfactory performance as reported determined by Public Works for no extra pay. If the correction is not made within 3 days, no payment shall be made for that cleaning area for the month and if two of these instances occur within a 12 month period without correction in 10 days, the contract terminates upon 30 days notice.
- 13. The Contractor shall perform all work in a manner to minimize disruption of normal commercial operations, based on the time limits stated in the specifications, in all assigned areas. Each time work is completed, the Contractor is responsible for cleaning and removing from each area worked in, all debris, materials and equipment associated with the work performed.
- 14. The Contractor will perform all contracted cleaning duties or services in such a manner that no property belonging to the property owners or Township in the project area is damaged. In the event that damage does occur to a property or any adjacent property by reason of any cleaning services performed under this contract, the Contractor shall replace or repair same at no cost to the property owner. If damage caused by the Contractor has to be repaired or replaced by the Township, the cost of such repairs or replacement will be deducted from the monies due to the Contractor.
- 15. The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of Radnor Township. All correspondence authorizing subcontracting must reference the contract and identify the specific job being subcontracted.
- 16. If sweeping is not to be performed on certain holidays, Contractor must provide a schedule for sweeping the missed streets. City shall be advised in advance of

holidays to be observed by Contractor and shall be provided with a makeup schedule that is no more than one week later.

- 17. In the event of inclement weather, such that sweeping is impractical, the Contractor shall be required to perform a makeup schedule. The Contract Administrator shall determine reasonably what constitutes "inclement weather" for the purposes of sweeping being impractical. Contractor shall, if requested by the Township, sweep any street that becomes littered with storm debris. In the event of a mechanical breakdown, service will be provided with sufficient backup equipment. Contractor shall have at least two sweepers available for immediate use on a 24-/7 basis. IN the event graffiti is encountered, the contractor is to take pictures, and contact the Police. Upon approval by the Police, the contractor is to remove the graffiti.
- 18. The contractor will provide hourly rates, for 2018 and 2019, for all labor, material, and equipment as follows:
 - a. During the hours 4:00 AM to 7:00 AM
 - b. During 7:00 AM -4:00 PM, weekdays
 - c. Hours outside of weekdays
 - d. Emergency response (response within 2 hours of notification), and also provide a 24-hour contact number
- 19. The hours of work for this contract are Sundays, 4:00 AM 7:00 AM, and on eh specific days noted in #20. The North Wayne Parking Lot shall be cleaned only between the hours of 4:00 AM and 6:00 AM.
- 20. There are many special events held in the downtown Wayne area. The following cleanings are also to be included in this contract for 2018 and 2019 (hours of work as above):
 - a. Tuesday November 20th, prior to Thanksgiving
 - b. Tuesday prior to the Christmas Tree lighting (date TBD)
 - c. Friday prior to the Music Fest (date TBD)
 - d. Friday prior to the Fall Festival (date TBD)
 - e. Tuesday, July 3rd, prior to the 4th of July
 - f. Day prior to Christmas Eve (2019 only)
 - g. Monday, December 31st, prior to New Year's Eve
 - h. Saturday prior to Easter Sunday (2019 only)
- 21. The Township will pay the contractor monthly, based on the amount of weekly cleanings performed. The bid form shall be completed for hourly rates for 2018 and 2019. The cleanings shall be priced per cleaning, with the extension for all cleanings in 2018 and 2019.

AGREEMENT

TOWNSHIP OF RADNOR DELAWARE COUNTY, PENNSYLVANIA

THIS AGREEMEN	IT is made thisday	, by and between
	(hereinafter " (Contractor") of,
(Name o	f Company)	(Address of Company)
	HIP OF RADNOR, a Home Rule Munic reinafter " Township ").	cipality in Delaware County, the Commonwealth of
WITNES	SSETH, that the Contractor and the	e Township, for the consideration named herein, agree as
follows:		A
ARTICLE I.	SCOPE OF WORK	
AND STREET CLE conformance wi	ANING CONTRACT(CONTRACT #B-18 th all the Contract Documents (as o	the bid package for the WAYNE BUSINESS DISTRICT SIDEWALK 1-002). All items and/or services furnished shall be in complete defined in the Instruction to Bidders and as set forth below) writing with the Agreement of the Township.
ARTICLE II.	<u>CONTRACT SUM</u>	
	ductions provided herein or attache	tor for the performance of the Contract subject to the dhereto, as follows: The prices of those goods/services that prm of Proposal, as follows:(\$).
submitted to the	gh May and on the third Monday ea	olic meetings on the second and fourth Mondays each month ch month June through August. Contractor's invoices shall be the first week of each month. Bills shall generally be payable
C. Contractor's app approved by the	olications for payment. Progress pay	payments on account of the contract price on the basis of ments will be made upon application in such amounts as are
ARTICLE III.	<u>INSURANCE</u>	

Instructions to Bidders, specifically, naming Radnor Township and elected and appointed officials as additional

insureds prior to commencing work and shall maintain such liability insurance for the term of this contract.

Contractor shall provide the Township with a Certificate of Liability Insurance in accordance with the

ARTICLE IV. INDEPENDENT CONTRACTOR; COMPLIANCE

- A. Contractor's status under this Agreement is that of an independent contractor. Contractor shall not be deemed an employee of Radnor Township for any purpose whatsoever.
- B. Contractor shall comply with all applicable laws, ordinances and codes of Radnor Township, the Commonwealth of Pennsylvania, and the Federal Government.

ARTICLE V. WAIVER OF MECHANICS' LIENS

Upon award of a successful bid, Contractor shall submit to the Township a list of all subcontractors proposed to be retained and shall update its list of subcontractors through completion of the project. Contractor shall submit to the Township a waiver of mechanics liens signed by the Contractor. Contractor's Payment Bond is the sole remedy for unpaid subcontractors.

ARTICLE VI. HOLD HARMLESS

Contractor releases the Township from any claims of any nature, including but not limited to damage or injury to itself and/or its property arising from the performance of its obligations under the terms of this Agreement, whether on township property or elsewhere, and agrees to indemnify and hold Township harmless from any claims, demands, causes of action, losses, damages, liabilities and costs (including reasonable attorneys fees), arising from Contractor's performance of its obligations under the terms of this Agreement.

ARTICLE VII. ARBITRATION

All disputes with respect to this Agreement shall be determined by common law arbitration or such other arbitration procedures as the parties may agree upon in writing.

ARTICLE VIII. COMPONENT PARTS OF THIS AGREEMENT

The following documents are incorporated into this Agreement, though not attached, as if set forth in their entirety: Notice to Bidders, Instructions to Bidders, Detailed Specifications, General and Specific Conditions, if any, Form of Proposal, Bid Security, Performance Bond, Maintenance Bond, Payment Bond and this Agreement.

ARTICLE IX. BINDING TERMS

This Agreement and all the terms, covenants, and conditions set forth and contained herein shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE X. CERTIFICATION OF NONDISCRIMINATION

The Contractor certifies that (1) it is an equal opportunity employer; (2) it forbids sexual harassment in its workplace; and (3) no conditions of employment and benefits to employees are based upon an individual's race, color, gender, religion, creed, ancestry, national origin, age, veterans or marital status, sexual orientation, union membership, or non-job-related disability -- in compliance with the Americans with Disabilities Act. The Contractor further certifies that it will not engage the services of any subcontractor which it knows does not comply with such practices.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts the day and year first written above.

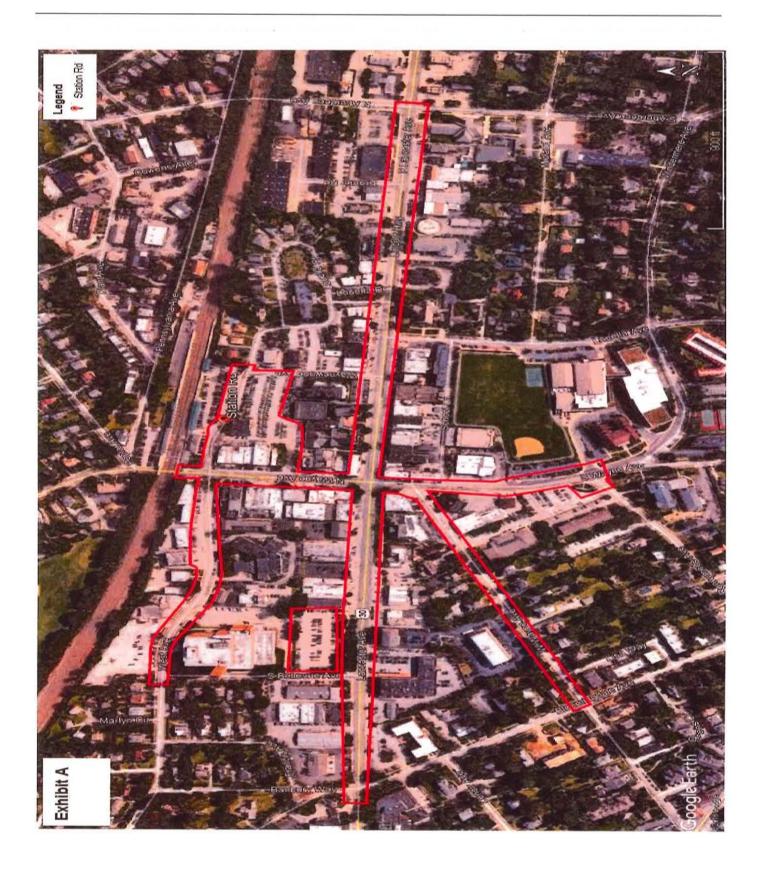
					CONTRACTOR
			Ву:		(SEAL)
		Type/Pri	int Name:		
			Title:	(President,	Partner, Owner)
Attest:					
Title:	(Secretary, Other)				
				TOWNS	HIP OF RADNOR
		В	y:		(SEAL)
			Robert A. Zier Township Ma	nkowski nager and Township Se	cretary

PERFORMANCE BOND

(With Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, That w	e, of
·	(Name of Company)
, as Princ	cipal and
(Address of Company)	(Surety Company)
a corporation incorporated under the laws of the State	ofas Surety
are held and firmly bound unto Radnor Township, in the (\$) dollars, lawful money to the loor its assigns, to which payment well and truly to be made successors and assigns, jointly and severally, firmly by the successors are considered.	Jnited States of America, to be paid to the above municipality ade, we bind ourselves, our heirs, executors, administrators,
	ntered into CONTRACT #B-18-002 for the WAYNE BUSINESS T with the above Municipality, bearing even date herewith, for th.
Contractor, shall in all respects comply with and faithful including the Specifications and conditions referred to a in said Specifications as therein provided, and shall well	ntion is such that if the above bounden Principal, as ly perform the terms and conditions of said Contract, and made a part thereof, and such alterations as may be made and truly, and in a manner satisfactory to the Municipality, ation shall be void, but otherwise, the same shall be and
with the express approval of the Municipality or the Prir and the Surety or either or any of them, their heirs, exe liability hereunder, notice to the surety of any such alte	may be made in the terms of the contract or its specifications cipal to the other, shall not in any way release the Principal cutors, administrators, successors or assigns from their ration or forebearance being hereby waived. Surety have duly executed this Bond under Seal, pursuant to
due and legal action authorizing the same to be done o	n
	(Date of Bond)
	(CONTRACTOR)
Witness:	By:(Seal)
Title:	Type/Print Name:
(Secretary, Other)	Title:
	(SURETY)
	Surety:
	By:(Seal)
	Attest:

EXHIBIT A



APPENDIX A (State of Pennsylvania Prevailing Wage Rates)

The State of Pennsylvania Prevailing Wage Rates to be issued in a forthcoming addendum.

LISA BOROWSKI President

LUCAS A. CLARK, ESQ. Vice President

JAKE ABEL

RICHARD F. BOOKER, ESQ.

SEAN FARHY

JOHN NAGLE

MATTHEW MARSHALL



Phone (610) 688-5600 Fax (610) 688-1279 www.radnor.com

ROBERT A. ZIENKOWSKI

Township Manager Township Secretary

JOHN B. RICE, ESQ. Solicitor

KATHRYN GARTLAND Treasurer

ADDENDUM #1 FOR THE

WAYNE BUSINESS DISTRICT SIDEWALK AND STREET CLEANING CONTRACT CONTRACT #B-18-002

April 3, 2018

Ladies and Gentlemen:

All prospective bidders for the above referenced Invitation to Bid are hereby advised of the following changes or clarifications:

State of Pennsylvania Prevailing Wage Project Rates
 The above referenced contract will not be subject to minimum prevailing wages (Appendix A) normally subject to the requirements of the Pennsylvania Prevailing Wage Act (Act 442 as amended).

Thank you for your time and interest and your attention to these changes.

Sincerely, Melissa Conn Purchasing and Contracts Coordinator

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BULLETINS ACKNOWLEDGEMENT FORM INCLUDED IN THE BID DOCUMENTS PACKET.

LISA BOROWSKI President

LUCAS A. CLARK, ESQ. Vice President

JAKE ABEL

RICHARD F. BOOKER, ESQ.

SEAN FARHY

JOHN NAGLE

MATTHEW MARSHALL



Phone (610) 688-5600 Fax (610) 688-1279 www.radnor.com

ROBERT A. ZIENKOWSKI

Township Manager Township Secretary

JOHN B. RICE, ESQ. Solicitor

KATHRYN GARTLAND Treasurer

ADDENDUM #2 FOR THE

WAYNE BUSINESS DISTRICT SIDEWALK AND STREET CLEANING CONTRACT CONTRACT #B-18-002

April 9, 2018

Ladies and Gentlemen:

All prospective bidders for the above referenced Invitation to Bid are hereby advised of the following changes or clarifications:

Pre-Bid Meeting Notes and Sign-In Sheet
 See Pre-bid meeting notes and sign-in sheet as attached.

Thank you for your time and interest and your attention to these changes.

Sincerely, Melissa Conn Purchasing and Contracts Coordinator

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BULLETINS ACKNOWLEDGEMENT FORM INCLUDED IN THE BID DOCUMENTS PACKET.



Wayne Business District Sidewalk & Street Cleaning Contract #B-18-002 Pre-Bid Meeting Notes April 5, 2018 @ 9:00am

- 1. Advertisement was read aloud and discussed with all present
- 2. Instructions to bidders was reviewed and discussed
- 3. Detailed specifications were reviewed line by line
- 4. Contract will be from:
 - a. May 2018 May 2019
 - b. May 2019 May 2020

Questions:

- 1. Is this a prevailing way project?
 - a. No
- 2. Can you use subcontractors?
 - a. Yes, but no firm currently in litigation with the Township can bid this project
- 3. Fall sweeping, storm clean-up is more than we do on a weekly basis, is this a separate item?
 - a. No All is included in the bid.
 - b. Note: This is not a leaf collection program. The contractor is required to remove all leaves from the sidewalk, parking areas, and street (except as noted). The Contractor is required to perform all work in the hours of work noted.
- 4. Will the Township dispose of the sweepings?
 - a. No
- 5. Is there additional access to water?
 - a. The contractor must make his/her own arrangements for water.

Meeting concluded at 11:25am



Radnor Township Wayne Business District Sidewalk and Street Cleaning Contract #B-18-002

Name	Company	Email	Phone
Jos Thomas	Reilly Sweepine Inc	J THOMASER IN SUR	215-736-1556 GiML. Com

Opened 4/12/2018 12:00 PM Eastern

101 B	BASE	2019 Johann 4:00 AM 7:00 AM			
102 B		2018 Laborer 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
	BASE	2018 Blower 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
103 R	BASE	2018 Street Sweeper 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
	BASE	2018 Steam Cleaner 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
104 B	BASE	2018 Crew to provide contract cleaning of project area, including all labor, material, and equipment 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
105 B	BASE	2019 Laborer 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
106 B	BASE	2019 Blower 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
107 B	BASE	2019 Street Sweeper 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
108 B	BASE	2019 Steam Cleaner 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
109 B	BASE	2019 Crew to provide contract cleaning of project area, including all labor, material, and equipment 4:00 AM - 7:00 AM, per contract	HOURLY	1	28.79
200 B/	BASE	2018 Laborer 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
201 BA	BASE	2018 Blower 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
202 BA	BASE	2018 Street Sweeper 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
203 BA	BASE	2018 Steam Cleaner 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
204 BA	BASE	2018 Crew to provide contract cleaning of project area, including all labor, material, and equipment 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
205 BA	BASE	2019 Laborer 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
206 BA	BASE	2019 Blower 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
207 BA	BASE	2019 Street Sweeper 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
208 BA	BASE	2019 Steam Cleaner 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
209 BA	BASE	2019 Crew to provide contract cleaning of project area, including all labor, material, and equipment 7:00 AM - 4:00 PM, weekdays	HOURLY	1	28.79
300 BA	BASE	2018 Laborer Hours outside of weekdays	HOURLY .	1	40.26
301 BA	BASE	2018 Blower Hours outside of weekdays	HOURLY	1	40.26
302 BA	BASE	2018 Street Sweeper Hours outside of weekdays	HOURLY	1	40.26
303 BA	BASE	2018 Steam Cleaner Hours outside of weekdays	HOURLY	1	40.26
304 BA	BASE	2018 Crew to provide contract cleaning of project area, including all labor, material, and equipment Hours outside of weekdays	HOURLY	1	40.26
305 BA		2019 Laborer Hours outside of weekdays	HOURLY	1	40.26
306 BA	BASE	2019 Blower Hours outside of weekdays	HOURLY	1	40.26
307 BA	BASE	2019 Street Sweeper Hours outside of weekdays	HOURLY	1	40.26
308 BA	BASE	2019 Steam Cleaner Hours outside of weekdays	HOURLY	1	40.26
309 BA	BASE	2019 Crew to provide contract cleaning of project area, including all labor, material, and equipment Hours outside of weekdays	HOURLY	1	40.26
400 BA		2018 Laborer Emergency Response, within 2 hours of notification	HOURLY	1	35
401 BA	BASE	2018 Blower Emergency Response, within 2 hours of notification	HOURLY	1	
402 BA	BASE	2018 Street Sweeper Emergency Response, within 2 hours of notification	HOURLY	1	35
403 BA		2018 Steam Cleaner Emergency Response, within 2 hours of notification	HOURLY	1	35
404 BA	BASE	2018 Crew to provide contract cleaning of project area, including all labor, material, and equipment Emergency Response, within 2 hours of notification	HOURLY	1	35
405 BA		2019 Laborer Emergency Response, within 2 hours of notification	HOURLY	1	35
406 BA		2019 Blower Emergency Response, within 2 hours of notification		1	35
407 BA		2019 Street Sweeper Emergency Response, within 2 hours of notification	HOURLY	1	35
408 BA	1	2019 Steam Cleaner Emergency Response, within 2 hours of notification	HOURLY	1	35
409 BA		2019 Crew to provide contract cleaning of project area, including all labor, material, and equipment Emergency Response, within 2 hours of notification	HOURLY	1	35
500 AD		2018 Weekly cleaning of sidewalks, parking areas, and streets, in full compliance with the specifications.	HOURLY	1	35
		2019 Weekly cleaning of sidewalks, parking areas, and streets, in full compliance with the specifications.	WEEKLY	41	141,655.00
		2018 Bi-Weekly cleaning of sidewalks, parking areas, and streets, in full compliance with the specifications.	WEEKLY	60	207,300.00
	- 1	2019 Bi-Weekly cleaning of sidewalks, parking areas, and streets, in full compliance with the specifications.	BI-WEEKLY BI-WEEKLY	30	145,110.00

RESOLUTION NO. 2018-40

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING MELIORA DESIGN TO PROVIDE BASIN RETROFIT EVALUATIONS, AS PART OF THE TOWNSHIP'S MS4 POLLUTION REDUCTION PLAN

WHEREAS, the Pennsylvania Department of Environmental Protection mandates that municipalities, including Radnor Township, comply with the Municipal Separate Storm Sewer System (MS4) requirements.

WHEREAS, as part of said compliance, stream sediment loading must be reduced

WHEREAS, a Pollution Reduction Plan (PRP) was created to conform with the DEP requirements

WHEREAS, as part of the PRP, existing stormwater management basins are to be evaluated for retrofit to reduce sediment loading

WHEREAS, Meliora Design, Incorporated, has submitted a cost proposal for basin retrofit evaluation for a cost of \$34,045

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby authorize Meliora Design, Incorporated, to Provide Basin Retrofit Evaluations, as Part of the Township's MS4 Pollution Reduction Plan, for \$34,045.

SO RESOLVED this 23rd day of April, A.D., 2018

RADNOR TOWNSHIP

		By:		
		Ž	Name: Lisa Borowski Title: President	
ATTEST:	D 1 . A 7' 1 1'			
	Robert A. Zienkowski			
	Manager/Secretary			

Radnor Township

PROPOSED LEGISLATION

DATE:

April 16th, 2018

TO:

Radnor Township Board of Commissioners

FROM:

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

CC:

Robert A. Zienkowski, Township Manager

William M. White, Assistant Township Manager/Finance Director

LEGISLATION:

Resolution #2018-40: Authorizing Meliora Design to Provide Basin Retrofit

Evaluations, as Part of the Township's MS4 Pollution Reduction Plan

<u>LEGISLATIVE HISTORY</u>: As part of the Department of Environmental Protection's (DEP) MS4 requirements, Radnor Township was required to submit a Pollution Reduction Plan (PRP) to reduce sediment loading in various streams within the Township. In 2017, staff came before the Board of Commissioners to present the PRP plan, which was approved, and subsequently submitted to the DEP.

<u>PURPOSE AND EXPLANATION</u>: Based on the submitted approved PRP Plan, we are to evaluate existing stormwater management basins in the Township for possible retrofit. The proposal before the Board of Commissioners is to authorize Meliora Design, Incorporated, to evaluate nine existing basins as potential candidates for retrofit. Their proposal includes meeting with Commissioners and staff, Homeowner's Associations that own the basins, determining basin ownership, field assessments, and sketches. The proposal is attached for your information.

<u>IMPLEMENTATION SCHEDULE</u>: Pending Board of Commissioners approval, Meliora Design, Incorporated will complete the work within 70 days. At that point, meetings with the various stakeholders will be scheduled. As noted in the SW Fund five-year plan, the basin retrofit evaluation is to occur in 2018, with implementation in 2019.

<u>FISCAL IMPACT</u>: The cost proposed for this work is \$34,045, which will be funded by the 04 Stormwater Fund. The proposal is within the budgeted amount listed in the budget.

Recommendation: Staff respectfully requests that the Board of Commissioners authorize Meliora Design to Provide Basin Retrofit Evaluations, as Part of the Township's MS4 Pollution Reduction Plan, for \$34,045.

Enclosure: Meliora Design, Incorporated Proposal

MELIORA DESIGN

Civil, Water Resources, and Structural Engineering

Meliora (mel/ee/or/ah): Latin for "always better"

April 16, 2018

Mr. Stephen F. Norcini Township Engineer Radnor Township 301 Iven Avenue Wayne, PA 19087

RE: Detention Basin Retrofit - Site Evaluations, Outreach, and Concept Documentation

Dear Mr. Norcini:

Meliora Design is pleased to submit this proposal to provide Professional Design and Consulting Services for the Concept Designs to retrofit existing detention basins.

Project Understanding and Work Tasks

The Radnor Township PRP identifies nine (9) existing detention basins as potential retrofit candidates, and several additional basins have since been identified as potential candidates. This proposal includes the work effort associated with developing Concept Plans for fifteen (15) detention basins, including the following tasks:

- 1. Confirmation of basin parcel ownership (15 basins).
- 2. A Draft notification letter to basin owners, to be sent from Radnor Township to each property owner.
- 3. Site Visits to each basin to confirm existing conditions and feasibility for basin retrofit.
- 4. Meeting with Radnor Township to review the findings of the field assessments and identify basins that are feasible retrofit candidates.
- 5. Concept Designs for each basin identified as suitable for retrofitting, including proposed basin modifications, planting intent (height, color, etc.), revised PRP pollutant reduction benefit, and updated Concept Construction Cost. Plans will be developed based on existing basin construction plans (where available), or GIS topography and aerial photography when plans are not available. Upon approval from the Township, the Concept Designs for three of the most feasible basins will be completed to Construction Documentation level for bidding and construction.
- 6. Meeting with Township to review proposed Concept Plans, including recommendations for phasing.
- 7. Meeting with each HOA or property owner to present the proposed plan. We have assumed 12 HOA meetings, as three developments each have two basins.
- 8. Three Public Meetings related to the proposed basin retrofits and recommendations. We will develop a powerpoint presentation for use at the HOA and public meetings, and for the township web site.

For Tasks 5, 6, and 7, we have provided a Fee Estimate that includes fifteen basins. If all fifteen basins are not feasible retrofit candidates, work will be billed on a Time and Materials not to exceed basis.

Tangible Work Products:

- Confirmation of basin ownership
- Draft owner notification letter
- Site evaluation of 15 basins

- Concept documentation for up to 15 basin retrofits, including updated PRP value, updated Concept Construction Estimate, and basin diagram/rendering to communicate proposed retrofit and planting aesthetic.
- · Construction Documents for three (3) basins
- Two (2) Township meetings
- Three (3) Public Meetings
- Up to 12 HOA Presentations

All work products will be provided in hard copy and digital format.

We look forward to supporting Radnor Township in this next phase of the MS4 compliance effort and appreciate the opportunity to complete this project. If you have any questions or concerns, we can be reached at 610-933-0123, or MicheleA@Melioradesign.com and MarcH@Melioradesign.com.

Sincerely yours,

Michele C. Adams, PE, LEED AP

Principal

Marc B. Henderson, PE

Project Manager

Radnor Township MS4 - Basin Evaluation and Concept Confirmation Meliora Detailed Fee Estimate Prepared for Steve Norcini April 16, 2018

eliora Design - Fee Estimate - Detailed													
Title		rincipal		enior gineer	Re	Water esources ngineer		dscape chitect	Te	Cad echnician	Total Hours	T	otal Fee
Billing Rate		195.00	\$1.	35.00		\$95.00	\$1	105.00		\$85.00	liours		
L Basin Evaluations				****					81				100
Draft letter for property owner notification						2					0	\$	-
Confirm parcel ownership of basins (assume 15)						1 8					1	\$	9
						8					8	\$	76
Coordination of material for site evaluations (base plans, etc.)				2		8					10	\$	1,03
Site visit and evaluation; written documentation, assume 4 basins per day; total 15 basins in 4 days Review basin assessment findings with Township and provide						32				32	64	\$	5,76
recommendations for retrofit candidates		4		8		4					16	\$	2,24
Concept Design, revised construction cost, and PRP quantification for 12 basins. Construction documentation for three (3) basins (Cornerstone and Haviland).				8		90				60	158	\$	14,73
Review Concept Design with Township				4		4					8	\$	92
Presentation to each HOA - assume 12 HOAs, approx. 2 hours each				26		26					52	\$	5,98
Public Meetings (3)		4		8							12 0	\$	1,86
Basin Evaluations Hours	2,55	8		56		173		0		92	329		
Basin Evaluations Total	\$	1,560	\$	7,560	\$	16,435	\$	-	\$	7,820		\$	33,37
Project Hours Total		8		56		173		0	_	92	329	0.00	777
Project Labor Total	\$	1,560	\$	7,560	\$	16,435	\$	12	\$	7,820		\$	33,37
imbursables				-									
Expense Estimated at	2% of fe	ee (include	s mile	age, prin	ting,	etc.)						\$	67
Total Fee												Ś	34,045

RESOLUTION NO. 2018-41

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING MELIORA DESIGN TO PROVIDE STORMWATER ANALYSIS AND GREEN INFRASTRUCTURE DESIGN FOR PROJECTS UPSTREAM OF THE NORTH WAYNE FIELD BASIN

WHEREAS, the Radnor Township Board of Commissioners requested during the 2018 Budget process that stormwater management projects, upstream of the North Wayne Field Basin be evaluated.

WHEREAS, Meliora Design, Incorporated, has submitted a cost proposal for stormwater analysis and green infrastructure design, for projects upstream of the North Wayne Field Basin, in the amount of \$48,980

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby authorize Meliora Design, Incorporated, to Provide Stormwater Analysis and Green Infrastructure Design for Projects Upstream of the North Wayne Field Basin, at a cost of \$48,980.

SO RESOLVED this 23rd day of April, A.D., 2018

RADNOR TOWNSHIP

		By:		
		3 ·	Name: Lisa Borowski Title: President	
ATTEST:	D.1. (A.7', 1, 1)			
	Robert A. Zienkowski Manager/Secretary			

Radnor Township

PROPOSED LEGISLATION

DATE:

April 16th, 2018

TO:

Radnor Township Board of Commissioners

FROM:

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

CC:

Robert A. Zienkowski, Township Manager

William M. White, Assistant Township Manager/Finance Director

LEGISLATION:

Resolution #2018-41: Authorizing Meliora Design to Provide Stormwater Analysis

and Green Infrastructure Design for Projects Upstream of the North Wayne Field

Basin

<u>LEGISLATIVE HISTORY</u>: Currently, the North Wayne Field Basin in the design phase for cleaning and repair. I anticipate this project bidding shortly. During the budget process last year, the Board of Commissioners requested that projects upstream of the North Wayne Field Basin be evaluated, to possibly reduce stormwater runoff to that facility. The proposal before the Board of Commissioners is to provide services for this purpose.

<u>PURPOSE AND EXPLANATION</u>: Meliora Design, Incorporated, has submitted a proposal (please see attached) to analyze projects to reduce runoff to the North Wayne Field Basin. Meliora will perform infiltration testing, meet with the Commissioners, staff, and the residents, and ultimately provide design for five projects.

<u>IMPLEMENTATION SCHEDULE</u>: Pending Board of Commissioners approval, Meliora Design, Incorporated will complete the work within 70 days. At that point, meetings with the various stakeholders will be scheduled. If the Board of Commissioners wishes to implement any or all of these projects, staff would initiate the bidding process.

<u>FISCAL IMPACT</u>: The cost proposed for this work is \$48,980, which will be funded by the 04 Stormwater Fund. The proposal is within the budgeted amount listed in the budget.

Recommendation: Staff respectfully requests that the Board of Commissioners authorize Meliora Design to Provide Stormwater Analysis and Green Infrastructure Design for Projects Upstream of the North Wayne Field Basin, at a cost of \$48,980.

Enclosure: Meliora Design, Incorporated Proposal

MELIORA DESIGN

Civil, Water Resources, and Structural Engineering

Meliora (mel/ee/or/ah): Latin for "always better"

April 16, 2018

Mr. Stephen F. Norcini Township Engineer Radnor Township 301 Iven Avenue Wayne, PA 19087

RE: North Wayne Basin – Stormwater Analysis and Green Infrastructure Design Documentation

Dear Mr. Norcini:

Meliora Design is pleased to submit this proposal to provide Professional Design and Consulting Services for the North Wayne Basin Stormwater Analysis and Green Infrastructure Design Documentation. This work effort will identify and evaluate five (5) viable Green Infrastructure projects in the North Wayne Basin drainage area, and develop these designs to a Design Development, or pre-Construction document level.

Project Understanding and Work Tasks

Previous work efforts by CH2 provided a high level hydrologic analysis of the flooding conditions downstream of the North Wayne Basin, and evaluated several scenarios for stormwater management options. This effort will focus on identifying and developing viable, effective, and constructible Green Infrastructure (GI) solutions upstream of the North Wayne Basin. We will provide a detailed analysis of the volume, flow rate, and pollutant reduction benefits of these GI measures within the drainage area to the North Wayne Basin. This study will not focus on demonstrating flood reductions through models but instead the use of GI practices to provide a downstream reduction in stormwater runoff volume. Upon Township approval, five Green Infrastructure projects will be documented to a "Design Development" level including the following tasks:

- 1. Brief review of CH2 Analysis to understand previous works in the study area.
- Compilation of Drainage Area Base Maps to include existing utilities based on Township information and PA
 One Call documents, as well as right-of-way information, soils, etc.
- 3. Site Visits to evaluate opportunities and constraints, and to identify potential GI locations, types, and sizes.
- 4. Quantification of stormwater benefits (volume reduction, flow rate reduction into basin, and Pollutant Reduction benefit for PRP). Development of initial Concept Costs.
- 5. Meeting with Radnor Township to review the findings and recommendations.
- Infiltration testing at up to five locations.
- 7. Design Documentation level plans for five GI installations.
- 8. Meeting with Township to review documentation.
- 9. Two Public Meetings including powerpoint presentation for public documentation.

If five feasible GI projects cannot be identified, work will be billed on a Time and Materials not to exceed basis.

Tangible Work Products:

- · Working base to include utilities, ROWs, soils, etc.
- Site evaluation GI opportunities
- Quantified stormwater benefits (volume reduction, flow rate reduction into basin, and Pollutant Reduction benefits) for PRP for each GI project.

- Two (2) Township meetings
- Design Documentation level plans for five (5) GI projects, suitable for survey confirmation and Construction Documentation (not in this scope).

All work products will be provided in hard copy and digital format.

We appreciate the opportunity to undertake this effort. If you have any questions or concerns, we can be reached at 610-933-0123, or MicheleA@Melioradesign.com and MarcH@Melioradesign.com.

Sincerely yours,

Michele C. Adams, PE, LEED AP

Principal

Marc B. Henderson, PE

Project Manager

Radnor Township North Wayne Green Infrastructure Feasibility and Design Meliora Detailed Fee Estimate Prepared for Steve Norcini April 16, 2018

	Title)	Principal		Senior ngineer	Water Resources Engineer		Total Hours	т	Total Fee	
	Billing Rate		195.00	\$	135.00	\$9	95.00	0.50,000			
1	Green Infrastructure Feasibility Analysis and Design	-				-					
	Brief review of previous study within proposed area		2		4		4	0 10	\$	- 1,310	
	Compilation of base map to include existing utilities (One Call) and conditions Site Visits to evaluate opportunities and constraints; Identify				4		16	20	\$	2,060	
	potential GI locations, types, and sizes. Quantification of stormwater volume reduction, peak rate				16		16	32	\$	3,680	
	reduction from sub-watershed, and pollutant reduction for identified GI opportunities. Develop initial Concept cost		4		16		32	52	\$	5,980	
	estimate for construction. Two (2) Meetings with Township to review opportunities and										
	constraints, and proposed GI locations, sizes, construction costs, and recommendations.		4		8		4	16	\$	2,240	
	Coordination of Infiltration Testing Five (5) locations						8	8	\$	760	
	Design Documentation of five (5) GI installations.		8		40		120	168	\$	18,360	
	Public Meetings (2)		4		8			12 0 0	\$ \$	1,860	
-	Green Infrastructure Feasibility Analysis and Design Hours		22		96		200	318	7	- 111111	
	Green Infrastructure Feasibility Analysis and Design Total	\$	4,290	\$	12,960	\$	19,000	310	\$	36,250	
	Project Hours Total		22	No.	96		200	318		2017-1700	
	Project Labor Total	\$	4,290	\$	12,960	\$	19,000		\$	36,250	
im	bursables										
	Expense Estimated at 2	% of fo	ee (include	es mil	eage, prir	nting, e	etc.)		\$	730	
bc	onsultants		Land St								
	Geotechnical Investigation								\$	12,000	
_	Subconsultants Subtotal			_		_			\$	12,000	
	Total Fee								Ś	48,980	

Radnor Township

PROPOSED LEGISLATION

DATE:

January 17, 2018

TO:

Radnor Township Board of Commissioners

FROM:

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

CC:

Robert A. Zienkowski, Township Manager

William M. White, Assistant Township Manager/Finance Director

John Rice, Solicitor

Radnor Township Shade Tree Commission

LEGISLATION:

INTRODUCTION: ORDINANCE NO. 2018-06, RADNOR TOWNSHIP, AN

ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,

PENNSYLVANIA, AMENDING CHAPTER 263, TREES, SECTION 263-9, REVISING AND UPDATING APPENDIX "A" FOR THE RECOMMENDED

TREE LIST FOR RADNOR TOWNSHIP

<u>LEGISLATIVE HISTORY</u>: This topic has not been before the Board of Commissioners previously.

<u>PURPOSE AND EXPLANATION</u>: The Shade Tree Commission has noted that the current tree list in the Shade Tree Ordinance contained trees that were no longer available, were prohibited from being planted, or were otherwise poor choices to be used as tree replacements. The Shade Tree Commission and arborist created the proposed Appendix "A".

The proposed Amendment serves two purposes: 1.) it updates the tree replacement list, and 2.) allows the list to be updated as needed, but via Resolution (instead of Ordinance Amendments).

<u>IMPLEMENTATION SCHEDULE</u>: Pending Board of Commissioners approval, the proposed legislation will be back in front of the Commissioners at the regularly scheduled May 14th, 2018 Board of Commissioners meeting. If adopted, the Ordinance will take effect on June 14th, 2018.

FISCAL IMPACT: There is no fiscal impact to Township to adopt this Ordinance.

<u>Recommendation: The Shade Tree Commission and Staff respectfully request the Board of Commissioners</u> <u>move proposed Ordinance</u>

Enclosure: Ordinance 2018-06, Appendix A

ORDINANCE NO. 2018-06 RADNOR TOWNSHIP

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 263, TREES, SECTION 263-9, REVISING AND UPDATING APPENDIX "A" FOR THE RECOMMENDED TREE LIST FOR RADNOR TOWNSHIP

Pursuant to recommendations of the Radnor Township Shade Tree Commission, the Radnor Township Board of Commissioners does hereby ENACT and ORDAIN, as follows:

SECTION I

Chapter 263, Trees, Section 263-9.A. (2), is hereby revised and amended to read as follows:

263-9.A. (2).

The Shade Tree Commission encourages all residents to plant, maintain and assume stewardship for street trees within the Township.

Appropriate species and recommended sizes for new or replacement trees are listed on Appendix "A" of this Chapter and can be viewed on the Township's website. The Township reserves the right to amend and update Appendix "A" by separate resolution on an annual basis.

Careful attention should be given to encouraging proper planting, especially under utility wires, as to location, it is advisable to consult the Shade Tree Commission for appropriate locations for new street trees.

SECTION II

Appendix "A" to Chapter 263, Trees is hereby revised and updated to establish a new Appendix "A"; Recommended Trees for Radnor Township, a copy of which is attached to this ordinance as Exhibit "1".

SECTION III Repealer.

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

SECTION IV 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	ONI	Effective Date

This Ordinance shall become effective Radnor Township.	in accord	lance with the Home Rule Charter of
ENACTED AND ORDAINED this	day	of, A.D., 2018.
		RADNOR TOWNSHIP BOARD OF COMMISSIONERS
	By:	Name: Lisa Borowski
		Title: President
ATTEST:		
Robert A. Zienkowski, Secretary		

APPENDIX A TO CHAPTER 263, TREES

Tree species		Shape	Visual interest	Frequency of planting Preferred cultivars	Preferred cultivars	Notes
Scientific name						
LARGE CANOPY TREES > 50 ft.				Sparingly	"Red Sunsel"	ALB Host
Acer rubrum	Red Maple					Nave to north America; Climate change resistant, well adapted
Aesculus hippocastanum	Horsechesmut	caffigh.	White May flowers	Sparingly	'Seumanu'	ALB Host
			_			Native le Esstem Europe Hardy
Betula nigra	River Birch		Omamental bark	Sparingly	'Durahear' 'Heriage' 'Northem Tribule'	ALB Host: Plant single stem only,
Cellis occidentalis	Hackberry		Omamental bark	Afficial Aff	"Magnifica"	ALB Hest
Cercidiphyflum japonicum	Katsura		-	Spaingly	'Claim Jumper'. 'Red Fox'	ALB Host; Plant single stem only
Cladrastis Mea	American Yellowwood		Clusters of fragrant white flowers (outhed with yellow centers			Native to North America

American Beech European beech Hardy Rubber Tree Maddenhair Tree	Excellent formal character Sparingly Native to Southest Europe Pest free corty bark Heat laterant Heat laterant Heat laterant Make to North America	American "Asplenifolia": "Dawyckii Purpie"	Foliage is post free Frequently Native to China	Yellow Fall color: Moderately 'Autumn Gold': "Hagyar' Male only, very tough free unique fan snaped leaves Princeton Sentry females have rollen smelly fruit	Good lawn tree. Woderately 'Shademaster', Talkar', Nalive, Gisease and pest prone Yellow Fall color dimate change resistant
in Beech In beech ar Tree	Pest free corky bank Pest free corky bank Under stress by cimale	Cincer seress by current	Foliage is pest free	Yellow Fall color, unique fan shaped leave:	Good lawn tree. Yellow Fall color

	Native to North America: produces round spiky tree seeds not for sidewalks.	nerica; ale change; poment: nakes sooty mold	ream sites ast free		
	Native to North A	Native to North America; Vulnerable to climate change; Needs large environment: aphid honeydew makes sooty mold	lobal for groves, stream sites Native of Ching; fast growing and post free	Ideal for wet siles	Native to Britain
_	'Rotundiloba" Worplesdon" 'Cherokee'	-		Rad Rage". Forum	'Bloodpood', 'Columbia'
	Frequently	Moderately	Moderately	Moderately	Sparingly
_	Excellent Fall color Prefer seedless culturars Shallow roots	Orangel Green June flowers Among our tallest hardwoods	Pyramidal shape	Nice red Fall color with shiny atumn leaves	Omanerital bark; not a great street tree
	Sweetgum	Tulp Tree	Бемп гебиеод	Tupelo	London Planetree
	Liquidambar styraciflua Rotundiloba	Linodendron Tulipilera	Melasequola glypitostroboides	Nyssa sykvalica	Platanus x acerifolia

ange:				
Native to Japan, Korea, China Native lo North America Native lo North America Majestin a large space; moderately vulnerable to climate change; great bird food free	Native to North America. great bird food tree	Native to Southeastern Europe	Works well in lawns and streets Native to North America: great bird food tree	Native to North America: great bird food tree
		Toresi Green	_	
Moderately Sparingly	Moderately	Moderately	Moderately	Moderately
Wide spreading, dean follaged Omamental bark	Ornamental flaking bark	Glossy deep green leaves	Black-like leaf	Excellent park tree

Sawtooth Oak White Oak	Swamp Wile Oak	halkan Gak	Shingle Oak	Bur Oak
Quercus acutissima Quercus alba	Quercus bicolor	Quercus fraineito	Quercus imbricaria	Querous macrocarpa

Native to North America: great bird food tree	Native to North America: great bird food tree	Native to North America: great bird food tree	Native to Europe; exceptionally sait tolerant	Native to North America: great bird food tree	Native to North America: great bird food tree
	Нід Люмел		*Fastigizta*		-
. Moderately	Moderately	Sparingly	Moderately	Moderately	Moderately
Also called Yellow Chestnut Oak: Oute attactive, especially in old age	Blade-like leaf; best oak for overall leature and lorm	Tough landscape candidate	Dark blue to dark green leaves	Easy to transplant	
W					
Chinkapin Oak	Willow Oak	Chestnut Gak	English Oak	Shumard Oak	Numail Dak
Quercus Muehlenbergii	Overcus phelios	Overtous primus	Quercus robar	Quercus shumardii	Quercus fezana

	Transler, "New Harmony" Transler, "New Harmony"	*Accolade": "New Horizon" 'Princetion" has demonstrated moderate resistance "Princetion" to Dutch Elm Deesse to Dutch Elm Deesse "Allee": "Dynassy"	"Musashino": "Green Vase" Native to Japan, Korea; not a bird food source; Resistant to Durch Elm Disesse
	Sparingly 'Emerald Su 'Franker', 'N	Sparingly 'Accolades' 'Nen	Moderately "Musashino".
	-		Attractive bank in older trees
	American Elm	Elm hybrids. Asian Elm	Zelhova
-	Ulmus americana	Ulmus parvitolia	Zelkova serratia

		The second secon		State of the state		
		Shape	Visual interest	Frequency of planting	Preferred cultivars	Notes
Scientific name LARGE EVERGREEN TREES	Соттоп пате					
	While Fir				"Candicans"	Native to North America; disease resistant
Abies nordmanniana	Nordmann Fir		Handsome, black green needles		"Pendula"	Native to Asia
) HE				
Cedrus atlantica	Alias Cedar		Blueish color, specimen use only		'Argentea': Aurea'	Native to Algeria and Morocco
Cryptomena japonica	Japanese Cedar		Use as specimen or for avenues		"Ben Franklin". "Black Dragon"	Native to China and Japan
		-				
		0.00				
		1				
Picea abies	Norway Spruce		Can lose form in old age		"Argenteospica"	Should be planted judiciously; Native to north and central Furnee
		the same				

Content Stores Content Stores Content state Content st	Shape Shape Shape Wisual interest Wisual interes							
Series Sproot Licker Pare Lic	Series Sproet Common name		Oriental Spruce		Graceful and attractive habit		"Atrovirens"	Native to Caucasus, Asia Minor
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			77	- Andrew				ALB host
				C. PERSONAL				

Native to Central and Northern China; ALB host	Malive to Central China; ALB host	Native to Southeast Europe. ALB host	Native to Northern China: ALB host	Good for small spaces; Native to China ALB host	Native to China, Japna, Korea; ALB host
Flame . 'Ruby Slippers'	"Cinnamon Flake" " Gingerbread"	Flame", Rubrum"	"Norwegian Sunset"	"Streetwise"	"Monfire", "Gamet", "Waterfail"
y Springly	Addujado	Sparingly	Sparingly	Ne Sparingly	es Sparingly
Pallo or screen tree, very hardy	Omamental poeling bank	Good for small plots.	Purple Sping flowers: Excellent Fall color	New growth rich bronze to purple with flaky orange bark	Flexible for many landscape uses Small red to purple flowers
Anur Naple	Paperbark Maple	Tatarian Mapie	Painted Maple	Trideni Maple	Japanese Maple
Acer ginnala	Acer griseum.	Acer talanoum	Acer fruncalum	Acer buetgerlanum	Acer paimatum

Serviceberry	White Spring flowers: Excellent Fall color	Frequently	Table Hill, "Cumulus", "Spring Flury"	Plant single stem only. Native to North America
Downy Serviceberry	Perfect white flowers: superior done in trade	Sparingly	'Autumn Britiance' "Cole". 'Ballerina"	Ako called Shadbush: Native to North America
Alleghery Serviceberry	Bronze leaf color as they unfold	Sparingly		Native to North America
Alders	Young bark often lustrous gray-green. bears fuit	Sparingly	'Aurea' "Pandula"	Native to Europe
Sweel Birch	Leals color goes from dark green Sparingly in summer to yellow in Fall	Sparingly		Native to North America
River Birch	Exfolating bank	Sparingly	'Dura-heat', 'Hertage'	Good for large areas Nafive to North America

Becomes wider with age; Native to Europe	Native to North America	Native to Japan	Native to North America	Native to Japan and Formosa	Native to China, Korea and Japan; Plant single stem only easily groewn
"Fastigiela"	Palicade", "Pyramidalis" "Wiconson Red"		'Pendula'	"Crippes", "Nans"	
Moderately	Moderalely	Sparingly	Sparingly	Sparingly	Moderately
Fine landscape ires: excellent screening tree	Best in naturalized situation; orange-red Fall color	Wide-spreading branches	Attactive pendulous form	Rock garden winner	Stow while flowers
			and the second		
European Hombeam	American Hornbeam	Japanese Hombeam	Alaska Ceder	Hinoki False Cypress	Fringe Tree
Carpinus betulus	Carpinus caroliniana	Carpinus japonicum	Chamaecyparis nootkatensis	Chamaecyparis oblusa	Chlonanthus retusus

Vellowwood	Fragrant early summer flowers	Moderately	'Sweetshade', 'Rosea'	Native to North America
Kousa Dogwood	Large summer flowers	Sparingly	Summer Stars. Milky Way* Big Apple", "Greensleaves"	Native to Himalayas, Chine and Japan
Comelian-Cherry Dogwood	Yelow flowers	Sparingly	Spring Sun*, "Flava"	First Spring flowering tree; Native to Central, Southern Europe; Western Asia
Cockspur Hawthorn	White Spring flowers	Moderately	Trooks', 'Splendens'	Thornless: Native to North America
Washington Hawthorn	Foliage goes from reddish purple Sparingly to lustrous dark green		'Clark', 'Princeton Sentry'	Native to North America
Dotted Hawthom	White flowers	Moderately	'Aurea'	Also known as Thicket Hawthorn; Naïve to North America

		W, Asia			2
Native to North America	Great in shrub and woodland borders: Native to North America Vigorous	Native to Europe, Northern Africa and W. Asia	Naïive to Japan, Korea		Warmy emblaced by Northern gardeners
	'Amoid Pink', 'Rosea'	**Celata Major*, *Spartier**	'Chesapeake'		'Oragon Lady', 'China Girl'
Moderately				_	
Medium green foliage changes to Scarlet and purple	White flowers: Leaves are dark yellowish green in summer	Lustraus dark green rolor	Dense foundation planting	Vigorous and fast growing	
11.					
Winter King Hawfhom	Carolina Silverbell	English Holly	Japanese Holly	hybrid	Mesene Hydrid Holly
Crataegus viridis	Halesia carolina	ilex aquifolum	llex crenata	llex x "Nellie Stevens"	llex x meserveae

Native to N. America, requires male and female for fruit set.	Excellent as a small yard tree; native to China. Japan and Korea	Late summer flowers; Native to Manchuria	Excellent for large properties: Native to North America Plant single stem only	palio tree; America	m only	Arrenca
Native to N. A	Excellent as a Japan and Ko	Late summer 1	Excelent for la Native to North Plant single ste	Graceful, small palio tree Native to North America	Plant single stem only	Good park tree Native to North America Shade tolerant
"Dan Fenton" "Miss Helen"	'Fastiqiala", 'September'	jainqiejs,	-Butterfles", "Elizabeth"	Opelousas: "Nimbus" 'Green Shadow'. "Monglow"	Cardinal Prainfile", Prolusion"	_
		Frequently		_	Moderately	Moderately
good selections	Perfect yellow Novers	Perfect dull while flowers	Perfect yellowish green petals	Creamy white, lemon scented	Spring flowers	Omamerilal bark N
American Holly	Goldenraintree	Amur Maackia	Cucumbetiree	Sweetbay Magnolia	Crabuppie	Ironwood
liex opaca	Koefreuteria paniculata	Maackia amurensis	Magnolis acuminata	Magnotia virginiana	Makes	Ostrya virginiana à

			herries;	one 7;	
All season omamental Native to North America	Native to Iran	Native to China	One of the earlest flowering cherries; Nailve to Formosa	Reautiful in flower but not in Zone 7; Native to Japan	Valive to China. Korea
Chaemeleon	'Bilmore'	.Compadia*	*Okame*	"Accolade", "Spire"	'Royal Burgundy', 'Snow Goose' Nalive to Chira, Korea
_	Sparingly		Moderately	Sparingly	Sparingly
Flowers are while perfect um shaped leaves change to purple, red and yellow in Fall	Omamental bark and excellent Fall color Maroon Spring flowers	Lustrous medium to dark green		Spiring flowers, red Fall color	Large pink Spring flowers
					2447
Sourwood	Persian Parrolia	Lacebark Pine	Okame Cherry	Sargent Cherry	Kwanzan Cherry
Oxydendrum arboreum	Pamolia persica	Pinus bungeana	Prunus campanulata	Pruns sargentii	Prunus semúala

Fruit can be used in jams and jellies;. Native to North America	Native to Korea	Among most desirable of landscape irees Maties to N. Isnoer	naarva to N. Jappan, does not tolerate hot dry sites Native to Northern China	
'Shubert', 'Canada Red'		A A Thomas Gold's Na		
Sparingly	Sparingly	Frequently		
Reddish purple	Large white summer flowers	Outstanding bank White May flowers	White May flowers	
Common Chokeberry Yoshino Cherry	Korean Stewartia	Uspanese Stewartia Uspanese Etewartia	Tree Liac	
Prumus virginiana Prumus yedoensis	Siewartia koreana	Stewartia pseudocamellia Svinga reticulata	Syringa pekinensis	

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Radnor Township

PROPOSED LEGISLATION

DATE:

January 17, 2018

TO:

Radnor Township Board of Commissioners

FROM:

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

CC:

Robert A. Zienkowski, Township Manager

William M. White, Assistant Township Manager/Finance Director

John Rice, Solicitor

Radnor Township Shade Tree Commission

LEGISLATION:

INTRODUCTION: ORDINANCE NO. 2018-07 AN ORDINANCE OF THE

TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA

PROVIDING FOR THE AMENDMENT OF THE RADNOR TOWNSHIP CODE

OF ORDINANCES BY AMENDING PART 2, GENERAL LEGISLATION CREATING A NEW CHAPTER 224, ADOPTING REGULATIONS FOR THE PLANTING, CONTROLLING, AND REMOVAL OF BAMBOO, INCLUDING

PENALTIES AND OTHER REMEDIES FOR VIOLATIONS.

<u>LEGISLATIVE HISTORY</u>: A draft bamboo radiance was provided to the Board of Commissioners in 2017. At that time, the Commissioners sent the ordinance to the Shade Tree Committee for review and comment.

<u>PURPOSE AND EXPLANATION</u>: The Shade Tree Commission has provided what they wish to see as a Bamboo Ordinance, which was formatted by the Solicitor.

<u>IMPLEMENTATION SCHEDULE</u>: Pending Board of Commissioners approval, the proposed legislation will be back in front of the Commissioners at the regularly scheduled May 14th, 2018 Board of Commissioners meeting. If adopted, the Ordinance will take effect on June 14th, 2018.

FISCAL IMPACT: There is no fiscal impact to Township to adopt this Ordinance.

Recommendation: The Shade Tree Commission and Staff respectfully request the Board of Commissioners move proposed Ordinance.

Enclosure: Ordinance 2018-07

TOWNSHIP OF RADNOR

DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2018-07

AN ORDINANCE OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA PROVIDING FOR THE AMENDMENT OF THE RADNOR TOWNSHIP CODE OF ORDINANCES BY AMENDING PART 2, GENERAL LEGISLATION CREATING A NEW CHAPTER 224, ADOPTING REGULATIONS FOR THE PLANTING, CONTROLLING, AND REMOVAL OF BAMBOO, INCLUDING PENALTIES AND OTHER REMEDIES FOR VIOLATIONS.

WHEREAS, non-native plant species are damaging to indigenous plant material and the health, safety and welfare of the community; and

WHEREAS, the planting and cultivation of invasive bamboo grasses are damaging to both public and private property.

NOW THEREFORE, be it, and it is hereby ENACTED and ORDAINED by the Board of Commissioners of the Township of Radnor, Delaware County, Commonwealth of Pennsylvania, as follows:

ARTICLE I.

The Radnor Township Code is hereby amended by adding a new Chapter 224 to Part2, General Legislation which shall read as follows:

Chapter 224

BAMBOO

§224.1 PURPOSE AND INTENT

The purpose of this Chapter is to preserve and protect private and public property from the damaging spread of certain bamboo grasses, protect indigenous plant materials from the invasive spread of bamboo, and maintain the general welfare of residents of Radnor Township.

§224.2 GENERAL PROVISIONS

A. Definitions:

(1) Bamboo – Any monopodial (running) tropical or semi-tropical grasses from the genera Phyllostachys or Pseudosasa, including, but not limited to,

- Phyllostachys aureosulcata Yellow Groove Bamboo. In addition, this definition includes Common Bamboo, Golden Bamboo and Arrow Bamboo.
- (2) Bamboo Owner Any person who has planted and/or grows Bamboo on their property; who maintains Bamboo on their property; or who permits Bamboo to grow or remain on their property, even if the Bamboo has spread from an adjoining property.
- (3) Person Any individual, corporation, partnership, joint venture, unincorporated association, municipal corporation or agency, other group acting as a unit, or combination thereof.
- (4) Township The Township of Radnor, County of Delaware, Commonwealth of Pennsylvania.
- B. Applicability. For purposes of this Part, Bamboo found growing upon a property shall constitute presumptive evidence that the Bamboo was planted and/or grown by and/or with the consent of the Bamboo Owner.
- C. Prohibition. Upon the effective date of this Part, the planting or growing of Bamboo shall be prohibited within the Township. unless:
 - (1) the root system of such bamboo plant is entirely contained within a planter, barrier, or other vessel, located entirely above ground-level, and of such design, material, and location as to entirely prevent the spread/growth of the Bamboo's root system beyond the container in which it is planted; or
 - (2) The root system is contained within a barrier, constructed in accordance with the following specifications, and only after a permit is issued by the Township:
 - the barrier shall be composed of high density polypropylene or polyethylene, 40 mil or heavier;
 - portions or sheets of the barrier shall be secured or joined together by the use of stainless steel clamps or stainless steel closure strips designed for such barriers;
 - the entire perimeter of the barrier shall be more than 30 inches below ground level and more than 3 inches above ground level; and
 - when installed, the barrier shall slant outward from the bottom to the top.

Any person who hereafter plants or grows, or causes to be planted or grown, Bamboo within the Township, except as under the conditions set forth in subparagraph (1) and (2) above, shall be deemed to be in violation of this Part, and shall be subject to such penalties as are set forth herein.

D. Regulation.

- (1) Bamboo shall not be planted, maintained, or otherwise be permitted to exist within 40 feet of the edge of the pavement or traveled portion of any public roadway in the Township. Any Bamboo Owner whose property contains Bamboo shall remove and abate the growth of the Bamboo within 40 feet of edge of the pavement or traveled portion of a public road in the Township.
- (2) Whether planted or growing in a container or contained within a barrier, all bamboo plants shall be located, trimmed, and maintained so that no part of the plant (including stalks, branches, leaves, and/or roots) shall extend nearer than ten feet to any property line.
- (3) When removing and destroying Bamboo, all rhizome disposal must be by incineration only. No composting or trash disposal of rhizomes shall be allowed.

E. Pre-Existing Bamboo.

- (1) Any Bamboo that has been planted or otherwise permitted to grow on any property within the Township prior to the effective date of this Part may remain on such property, subject to compliance with this Part.
- Each Bamboo Owner shall be responsible to ensure that the Bamboo planted or growing on the property prior to the effective date of this Section does not encroach or grow upon any adjoining or neighboring property, including all public property and right-of-ways. Such Bamboo Owners shall be required to take such measures as are reasonably expected to prevent such invasion or encroachment, including, but not be limited to, the installation of sheathing compromised of metal or other material impenetrable by Bamboo at a sufficient depth within the property line or lines where the Bamboo is planted or is growing to prevent the growth or encroachment upon adjoining or neighboring property by the Bamboo. Upon request by the Township, such Bamboo Owner shall provide written documentation of all bamboo remediation efforts and /or compliance with this ordinance to the satisfaction of the Township.
- (3) Replanting Prohibited. Any Bamboo existing on a property prior to the effective date of this Part may not be replanted or replaced in kind once such Bamboo is or has become, for any reason, dead, destroyed, uprooted,

or otherwise removed, except in compliance with the provisions of this Part.

F. Removal from Township Property.

- (1) Encroachment. In the event that Bamboo growing on a Bamboo Owner's property invades or grows onto Township property, including, but not limited to right-of-ways, the Township shall notify the Bamboo Owner in writing that Bamboo has invaded the Township property and that the Bamboo Owner is responsible for the removal of such Bamboo from the Township property. This Encroachment Notice shall be sent by certified mail, return receipt requested and by regular mail to the last known address of the Bamboo Owner, and a copy of the Notice shall also be posted in a conspicuous location on the Bamboo Owner's property.
- (2) In the event that the Bamboo Owner does not remove the Bamboo from the Township property, or does not make an arrangement with the Township for removal of such Bamboo within thirty (30) days from the date the Encroachment Notice, the Township, at its discretion, may remove such Bamboo from the Township property. The Bamboo Owner shall be liable and responsible to the Township for all costs incurred in removing the Bamboo from the Township property. Such costs may be assessed against the property of the Bamboo Owner, and in the event that the costs remain unpaid more than thirty (30) days after the demand of payment has been made by the Township on the Bamboo Owner, the Township may lien the property of the Bamboo Owner for these costs, plus interest, fees, and expenses, as allowed by law.
- (3) In the event that the Township is compelled to undertake the removal of Bamboo, as provided for above, neither the Township nor its employees, contractors, or agents shall have any liability to the Bamboo Owner for any damages or other claims arising out of the removal of such Bamboo. In the event such removal entails or causes damages to the property of any other person or entity other than the Bamboo Owner, the Bamboo Owner shall be responsible for such damages.

§224-3 VIOLATIONS AND REMEDIES

A. Notice of Violation

(1) Each Bamboo Owner shall be responsible to ensure that any Bamboo on their property does not violate the provisions of this Part. In the event that there is any Bamboo growing in violation of the provisions of this Part, the Township shall notify the Bamboo Owner in writing of the existence of such violation. Said Notice of Violation shall be served by handing it

- directly to the Bamboo Owner; by mailing it to the last known address of the Bamboo Owner; or by posting the property at a conspicuous location.
- (2) Any Bamboo Owner receiving a Notice of Violation shall bring their property into compliance with this Part within thirty (30) days of the Owner's receipt of said Notice. If the Bamboo Owner fails to bring their property into compliance with the Notice and this Part, then the Township may issue a non-traffic citation against the Bamboo Owner.
- (3) In addition, where a Bamboo Owner does not remedy and correct the violations set forth in any Notice of Violation issued to them, the Township may remove any Bamboo that is in violation of this Part located upon the Bamboo Owner's property; take all reasonable action to eradicate its re-growth; and/or restore any real property to its natural condition prior to such removal and eradication. Any costs incurred by the Township in removing any Bamboo and/or remedying any violation of this Ordinance shall be at the expense of the Bamboo Owner, and in the event that the costs remain unpaid more than thirty (30) days after the demand of payment has been made by the Township on the Bamboo Owner, the Township may lien the property of the Bamboo Owner for these costs, plus interest, fees, and expenses, as allowed by law.

B. Violations, Penalties, and Remedies

- (1) Upon summary conviction before any Magisterial District Judge, any person violating any of the provisions of this Part shall, in addition to the other charges hereinbefore provided for each offense, pay a fine not exceeding \$1,000.00, plus all court costs, including reasonable attorney's fees, incurred as a result of the prosecution. Each and every day in which a person shall be in violation of this Part shall constitute a separate offense.
- (2) In addition, the Township Board of Commissioners may institute suits, in equity or at law, to restrain, prevent, or abate a violation of this Part. Such proceedings may be initiated before any court of competent jurisdiction. The expense of such proceedings shall be recoverable from the violator in any manner as may now or hereafter be provided by law.

ARTICLE III. Repealer

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

ARTICLE IV.	Severability
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If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

ARTICLE V. Effective Date

This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

ENACTED and ORDAINED this	day of	, 2016.
	RADNOR TOW BOARD OF CO	NSHIP MMISSIONERS
Attest:	Name: Title: President	