

RESOLUTION 2010- 15

WHEREAS, the Township of Radnor in cooperation with the Radnor Township Memorial Day Parade Committee has planned a Memorial Day Parade on Monday, May 31, 2010, and,

WHEREAS, as part of the Radnor Township Memorial Day Parade has been planned using Lancaster Avenue between Radnor Chester Road and Bloomingdale Avenue and,

WHEREAS, in order to conduct this event, the Pennsylvania Department of Transportation requires the Township to submit an application for the temporary road closing permit.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Radnor Board of Commissioners hereby authorize the Township Manager to execute the attached application on behalf of the Radnor Township Memorial Day Parade.

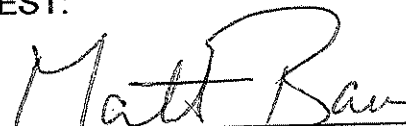
RESOLVED by the Board of Commissioners this 26th day of April 2010.

TOWNSHIP OF RADNOR

BY:

  
\_\_\_\_\_  
John Nagle, President

ATTEST:

  
\_\_\_\_\_  
Matthew S. Baumann, Secretary

**RADNOR TOWNSHIP POLICE DEPARTMENT**

**301 Iven Avenue  
Wayne, Pennsylvania 19087-5297  
(610) 688-0503 ☎ Fax (610) 687-8852**

**Anthony J. Antonini III  
Officer in Charge**

April 7, 2010

Mr. Don Centofante  
Penn Dot District 6-0  
7000 Geerdes Blvd.  
King of Prussia, PA 19406-1525

Dear Mr. Centofante:

Enclosed please find one Race Permit and Indemnification Agreement that Radnor Township is submitting for consideration to close the following state roadway:

SR0030 – Lancaster Avenue from Radnor Chester Road to Bloomingdale Avenue for the purpose of the Radnor Township Memorial Day Parade on Monday, May 31, 2010.

The enclosed forms are accompanied by the required insurance certificates naming Penn Dot as an additional insured party. There are also copies of the detour routes for the respective closings. Radnor Township will post the detour routes with the appropriate signage.

If you have any questions please do not hesitate to contact me. I can be reached at 610-688-5606 ext. 104.

Sincerely,

Anthony Antonini  
Officer in Charge

enc.

AGREEMENT NO. \_\_\_\_\_  
FEDERAL ID NO. \_\_\_\_\_

RACE PERMIT AND INDEMNIFICATION AGREEMENT

In consideration of the Commonwealth of Pennsylvania,  
Department of Transportation ("Commonwealth") granting  
permission to the TOWNSHIP OF RADNOR ,  
(Name of Permittee)

a corporation, partnership, municipal government (please  
designate appropriate description) whose address is  
301 Iven Avenue Wayne PA 19087

("Permittee"), to use various state highways, which are  
designated on the attached map marked Exhibit "A", and made a  
part hereof, for the purpose of conducting the  
RADNOR TOWNSHIP MEMORIAL DAY PARADE ("Race")  
(Name of Bicycle Race or Other Event)

to be held in DELAWARE COUNTY County(ies),  
Pennsylvania, on Monday, MAY , 31, 2010, with the  
(Month) (Day & Year)

rain date of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, the Permittee,  
(Month) (Day & Year)

intending to be legally bound, hereby agrees to indemnify, save  
harmless and defend (if requested), the Commonwealth, its  
officers, agents and employees from any and all claims, suits or  
actions for injuries, death and/or property damage arising out  
of such use by the Permittee, its officers, agents and  
employees, the Race participants, the support staffs, the Race  
officials, volunteers (if any), the Race caravan (if any),  
medical support, technical support, media vehicles, Pennsylvania  
State Police, sheriffs and local police, escorts, Race

communications staffs, the traveling public, the general public and spectators.

The Race shall take place in Pennsylvania and shall begin at SR 0030 (Lancaster Ave) & Radnor Chester Road

(Race Start Location)

and end

at BLOOMINGDALE AVENUE

(Race End Location)

The duration of this permit shall be from 9:00 AM through 11:30 AM (Eastern Daylight Time) on the day of the Race. This permission is granted upon the conditions that the Race route be properly secured with proper security and safety measures being taken to protect the Race participants, support staffs, Race officials, volunteers (if any), medical support, technical support, media vehicles, Pennsylvania State Police, sheriffs and local police, escorts, Race communications staffs, the traveling public, the general public and spectators; that proper emergency medical services be provided to address emergency medical situations that may occur; that proper police protection be provided and that the Race be coordinated with the Pennsylvania State Police and affected local police agencies; that the general public and the traveling public be notified in advance of the Race; that the local fire departments and emergency ambulance services be notified of the Race; that written permission be obtained from each local municipal entity whose road is being used for the Race; and that the insurance coverage specified hereafter be provided.

The Permittee agrees to the above conditions and the indemnification provisions with the Commonwealth of

Pennsylvania. A certificate of insurance is attached as Exhibit "B" and made part hereof as evidence to the Commonwealth of Pennsylvania, of the existence of public liability insurance for bodily injury and property damage in the minimum amount of two hundred fifty thousand (\$250,000.00) per person, one million dollars (\$1,000,000.00) per occurrence, to cover any loss that might occur as a result of the aforementioned use of the state highways or that might otherwise arise out of or be connected with the Race. The insurance must be occurrence based and the insurance certificate must indicate that the insurance is occurrence based. The Commonwealth of Pennsylvania shall be name as an additional insured on this policy.

In addition, the Permittee agrees to comply with the Provisions Concerning the Americans with Disabilities Act, attached as Exhibit "C" and made part thereof. As used in these Provisions, the term "Contractor" refers to the Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST:

TOWNSHIP OF RADNOR \*  
(Name of Permittee)

\_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title  
(Seal)

\_\_\_\_\_  
Title

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
for District Executive DATE

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel DATE

Preapproved Form:  
OGC No. 18-K-2660  
Appv'd OAG 12/15/99

\* Permittee must attach copy of resolution or other documentation of signature authority unless signature authority is set by statute.

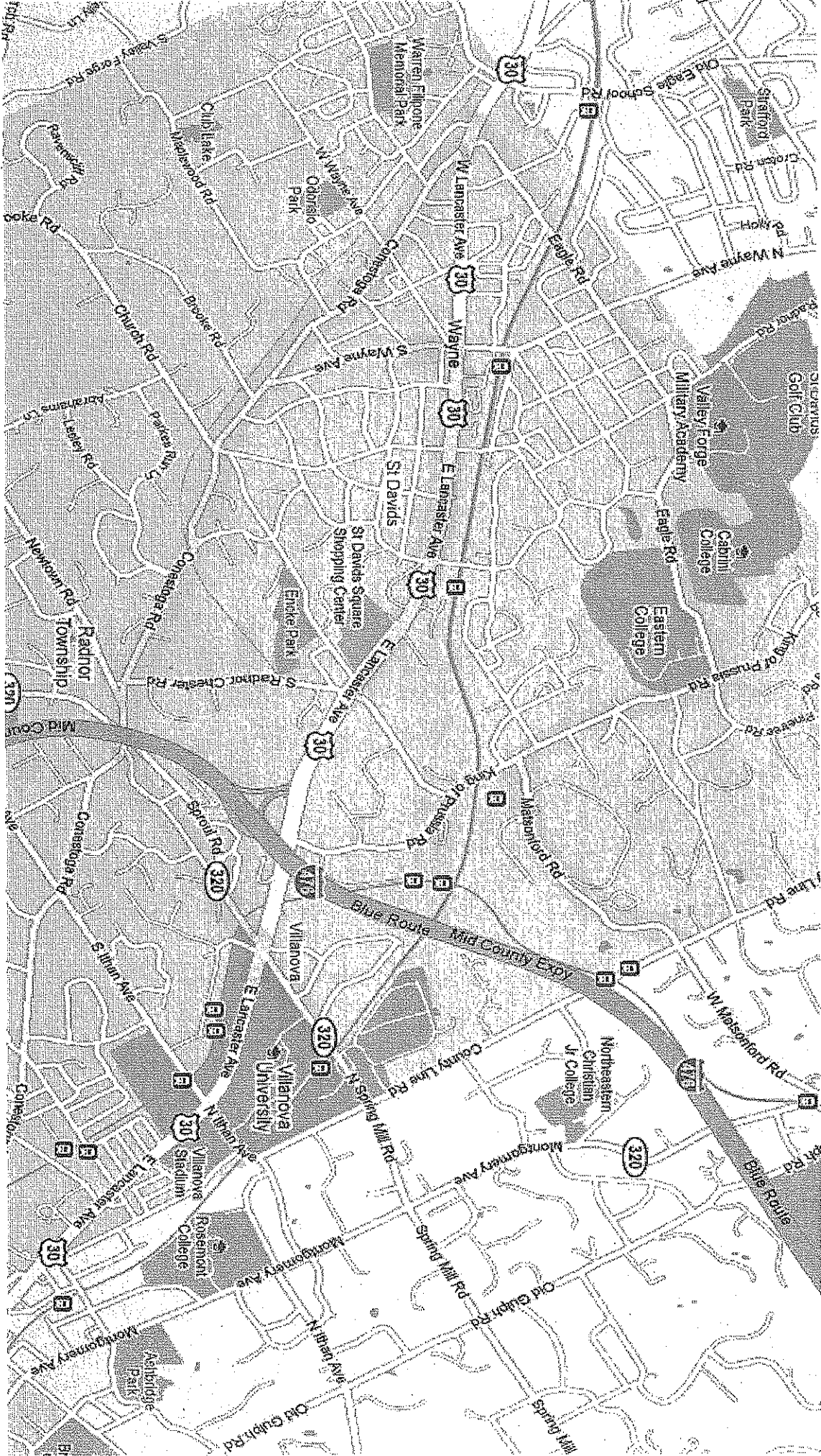
H:\race permit & indemnification agreement--rev'd 06-06-06.doc

## PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the terms of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C. F. R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discriminations," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of the above paragraph.

Exhibit "C"



Detour Routes  
 Detour Routes  
 Parade Route



April 6, 2010

Mr. William Martin  
Acting Township Manager, Radnor Township  
Radnor Township Municipal Building  
301 Iven Avenue  
Wayne, PA 19087

Re: Radnor Township Memorial Day Parade – Monday, May 31, 2010

Dear Mr. Martin:

This is written in response to your request that Radnor Township (the "Township") be permitted to use portions of the parking lots (together, the "Parking Lots") at 130, 150 and 170 Radnor Financial Center (subject to the provisions of Section 1.1 below) in Radnor Township, Delaware County, Pennsylvania, which are a part of that certain real property and improvements (together, the "Property") owned by Radnor Properties-SDC, L.P. ("Owner"). This will confirm the Owner's agreement with the Township as follows:

1. **Permission to Use; No Parking Fees.** The Owner grants the Township permission to use the specific parking area identified as the Parking Lot as shown on Exhibit A attached hereto commencing at approximately 8:45 am for the purpose of staging and related activities associated with the annual Radnor Township Memorial Day Parade, to be held this year on Monday, May 31, 2010, which activities shall be referred to herein as the "Parade". It is extremely important that the Township use only the designated Parking Lot and not use any space designated for use for the patrons of the Philadelphia Sporting Club (PSC) or at the 555 East Lancaster Avenue building generally as these spaces are reserved. Neither the Township, nor any committee, division, affiliate, employee, agent, guest and other invitee of the Township, will charge or attempt to charge any Owner, any tenant or licensee of any Owner, or any of their respective employees, agents, guests or other invitees, any parking fee or similar such fee or charge for use of any of the Parking Lots at any time related to the Parade. Nor will the Township, nor any committee, division, affiliate, employee, agent, guest and other invitee of the Township interfere with the use of the surrounding parking lots by the tenants of the Radnor Financial Center and their invitees.

2. **Clean-Up.** Following the Parade, the Township will be responsible, at its own cost, for restoring the Parking Lots and the Property to their condition prior to the Parade, which

will include the cleaning of the Parking Lots and surrounding areas of the Property in order to remove any trash and other debris, which clean-up will be fully performed before 6:00 AM on the morning following the Parade.

3. **Damage.** The Township will be responsible for any and all damage to the Parking Lots or the Property caused or in any way related to the Parade, whether caused by any of the Township's employees or other agents or by any guest, invitee or other attendee of the Parade. Such damage shall be repaired by Owner at the sole cost and expense of the Township.

4. **Insurance.** The Township, at its sole cost, will be responsible for securing and maintaining appropriate general liability insurance coverage related to the Parade, such to provide for minimum coverage in an aggregate amount of \$2,000,000, with bodily injury liability limits in the minimum amount of \$1,000,000 per occurrence and property damage liability limits in the minimum amount of \$100,000 per occurrence. Such insurance will name the Owner and Brandywine Realty Trust as additional insureds thereunder. Prior to May 15, 2010, the Township will provide the Owner with a Certificate of Liability Insurance conforming to and evidencing the foregoing, and the Township will keep such insurance in effect at all times during the duration of its permitted activities on or about the Parking Lots and the Property pursuant to this letter.

5. **Release and Indemnity.** In connection with Township's use of the Parking Lots and the Property:

(a) The Township hereby releases Brandywine Realty Trust, each of the Owner, and each of the respective partners, members, stockholders, affiliates, subsidiaries, tenants, agents, successors and assigns of any of the foregoing (collectively, the "Indemnitees"), from any liability for damage or injury sustained by the Township or any employees, agents, guests and other invitees of the Township (or to the Township's or any employees', agents', guests', or invitees' property, including automobiles) in or about the Parking Lots or the Property generally, whether or not the activity or use giving rise to such damage or injury is permitted under this letter. Specifically, the Parking Lots and the Property are used by the Township and its employees, agents, guests or other invitees at their own risk.

(b) The Township agrees to indemnify, defend and save harmless the Indemnitees, and each of them, from and against any and all actions, claims, damages, costs and expenses (including in-house and outside counsel fees) that the Indemnitees or any of them may hereafter suffer, incur, be put to, or pay by reason directly or indirectly arising out of the use of the Parking Lots or the Property related to the Parade, including, without limitation, any damage, injury, theft or vandalism in or about the Parking Lots or the Property (1) to any Indemnitee, or (2) to the Township or any of the Township's employees, agents, guests or invitees, or (3) to any tenant of the Property, or (4) to or of any of the foregoing person's property.

The Owner extends to the Township its wishes for the very best of success with the Parade and related activities, and we are pleased and delighted to be able to offer assistance as a corporate citizen of the Township. If you have any questions or need to coordinate any of your intended activities on-site, please feel free to contact the Property's property manager (Les Santaniello at 610-325-5600). We would be grateful if you would sign and return to us one original of this letter to confirm your acceptance of this letter and the terms contained therein.

Sincerely,

Radnor Properties-SDC, L.P.

By: Radnor GP – SDC, L.L.C., its  
General partner

By:

\_\_\_\_\_  
Jeff DeVuono  
Senior Vice President

**ACCEPTED AND AGREED:**

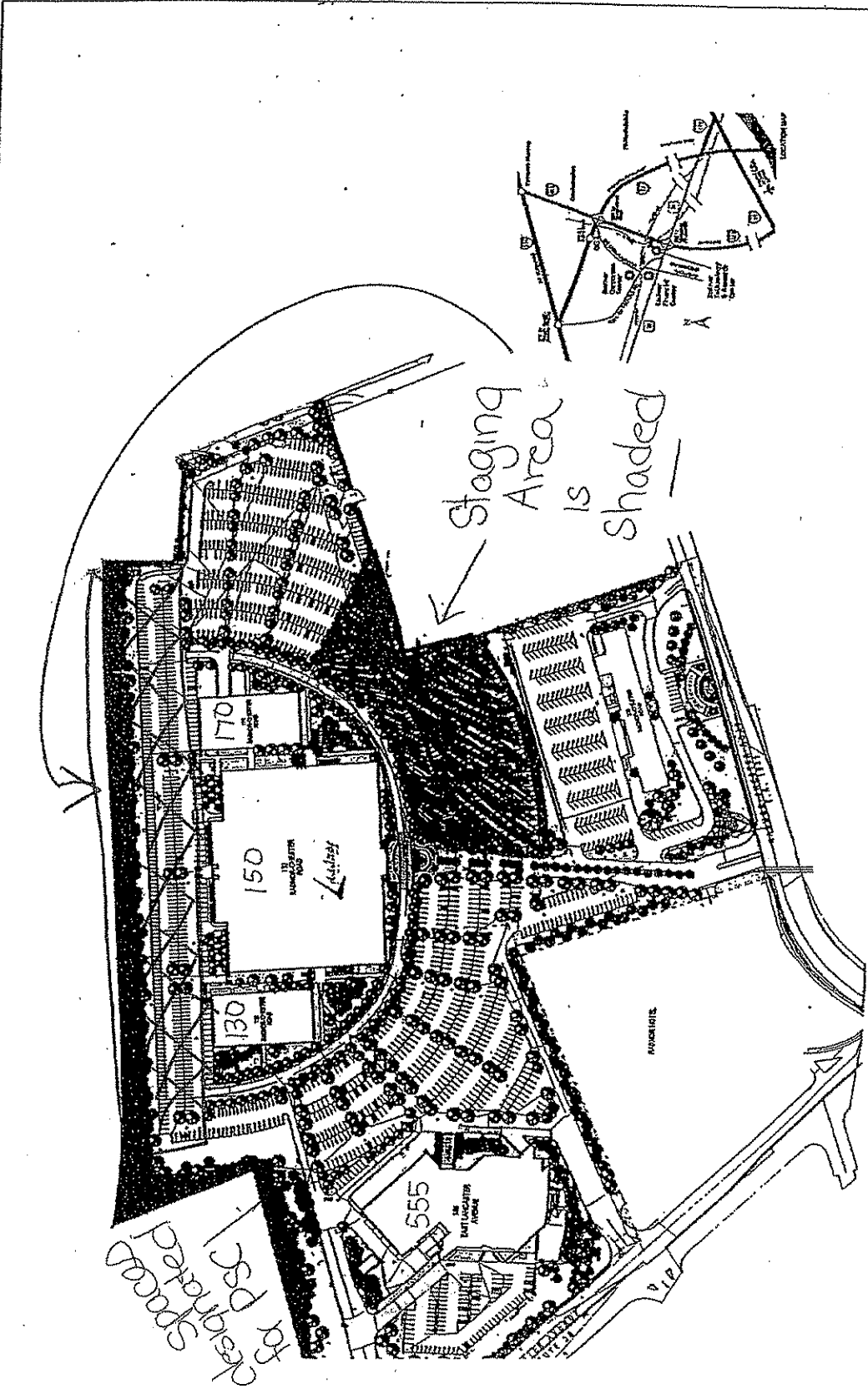
RADNOR TOWNSHIP

By: William J. Martin  
Mr. William Martin  
Acting Township Manager

cc: Harry Spiess, Jr. (Davis Bennett Spiess & Pendergast, LLP)

**EXHIBIT "A"**

EXHIBIT "A"



ARCHITECTURE INTERIORS INTERIOR PLANNING  
3301 Chestnut Street  
Philadelphia, Pennsylvania 19104  
P 215.381.1000  
F 215.381.1003  
W www.rbc.com

**RADNOR FINANCIAL CENTER**  
Radnor, Pennsylvania



**The Rubenstein Company, L.P.**  
4100 One Commerce Square 2006 Market Street  
Philadelphia, PA 19103  
Phone: 215-964-2121 Fax: 215-964-2122