

BOARD OF COMMISSIONERS
AGENDA
Monday, September 8, 2025 – 6:30 PM

Radnorshire Room

Call to Order

Pledge of Allegiance

Notice of Executive Session

Presentations

Wayne Master Plan

1. Public Participation

2. Consent Agenda - Public Comment

2.A. Approval of the Meeting Minutes for the August 18, 2025 Board of Commissioners Meeting

[Meeting Minutes August 18 2025 BOC Meeting.pdf](#)

2.B. Resolution 2025-123 Adopting the Minimum Municipal Obligation in the amount of \$3,855,000 for the Radnor Township Defined Benefit Pension Plans

[2025-123 -- 2026 MMO -- Resolution -- September 8, 2025.pdf](#)
[MMO Certification 2026.pdf](#)

2.C. Resolution 2025-128 - Authorizing the cleaning of the Interior and Exterior Windows of the Radnor Township Municipal Building Windows by CleanNet in the amount of \$14,790 to be funded from the 2025 General Fund Building and Grounds Account

[RESOLUTION NO 2025 -128 Twp Bldg Window Cleaning.pdf](#)
[CleanNet Window quote with stain treatment.pdf](#)

2.D. Resolution 2025-125 – Authorization of the Award the Contract for the Installation of Willows Park Mansion Driveway Lighting to Keith Martin Electric in the Amount of \$10,475.00 to be Funded from the General Fund Allocated to the Requirements of the Lease Agreement

[Lighting-Layout1.pdf](#)
[Est_30817_from_Keith_Martin_Electrical_Contractor_13220.pdf](#)
[Resolution 2025-125.pdf](#)

3. Business Agenda

3.A. Resolution 2025-130 - Confirming the Appointment of James P. Smith, Jr. as Radnor Township Fire & EMS Chief, and adopting a Memorandum of Understanding.

[Fire Chief & EMS Position Presentation -- January 27, 2025.pdf](#)
[2025-130 -- Appointing James P Smith as Fire & EMS Chief -- September 8, 2025.pdf](#)

Board of Commissioners Meeting

September 8, 2025

[2025-130 -- Memorandum of Understanding - Executed - Fire Chief -- September 8, 2025.pdf](#)

3.B. Appointment of Elizabeth Springer to the Code Appeals Board for a partial term ending December 31, 2027.

3.C. Resolution 2025-124 - Authorizing the Shade Tree Commission to expend up to an additional \$27,000 from the Commemorative Shade Tree Fund for Tree Planting and Maintenance in 2025

[RESOLUTION NO 2025-124 Shade Tree Fund.pdf](#)

3.D. Resolution 2025-122 - Authorizing the Execution of Two Opioid Related Settlement Forms: (1) the Secondary Manufacturers Settlement Participation Form and (2) the Purdue Direct Settlement Participation Form

[Opioid Settlement Resolution 8.29.25.pdf](#)

3.E. Resolution 2025-126 – Authorization of the Payment of the Change Order for the Trench, Conduit, Encasement and Cover as it Relates to the Roof Replacement and Solar Array Installation Project to Glasgow, Inc. for the Public Works Garage Parking Lot Resurfacing Project (Contract #B-24-002) in the Amount of \$69,900.00 to be Paid from the Proceeds of the 2024 Facility Bond

[Trench-Conduit Location.pdf](#)

[3779R Glasgow Trenching Quote.pdf](#)

[Resolution 2025-126.pdf](#)

3.F. Resolution 2025-127 – Authorization of the Award the Contract for the Design, Permitting, Bidding and Construction Administration for the Crosswalk, ADA Upgrades and the Rectangular Rapid Flashing Beacon at Conestoga Road (SR 1019) and Clem Macrone Park to Gilmore & Associates, Inc. in the Amount of \$46,200.00 to be Funded from the Capital Improvement Fund

[Clem Macrone Park RRFB - 8_5_25.pdf](#)

[2025-08-19 Service Agreement.pdf](#)

[Resolution 2025-127.pdf](#)

4. Reports of Board Liaisons

5. New Business

6. Old Business

7. Public Participation

8. Adjournment

TOWNSHIP OF RADNOR
Minutes of the Meeting of August 18, 2025

The Radnor Township Board of Commissioners met at approximately 6:49 PM in the Radnorshire Room in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087

Commissioners Present: *Maggy Myers, Jim Riley, Jack Larkin, Catherine H Agnew, Jacob Abel, Moira Mulroney, James Coates*

Commissioners Absent: *None*

Also Present: *John Rice, Township Solicitor, William White, Township Manager, Peggy Hagan Executive Assistant to the Township Manager, Robert V. Tate, Jr., Finance Director, Molly Gallagher, PIO, Christopher Flanagan, Police Superintendent, Ken Frohlich, Treasurer, Steve Norcini, P.E., Township Engineer, Roger Phillips, Consulting Engineer, Damon Drummond, Traffic Engineer, Ricky Foster, Jr., Public Works Director.*

Call to Order

President Myers called the meeting to order at 6:49 pm.

Pledge of Allegiance

President Myers led the assembly in the Pledge of Allegiance.

Notice of Executive Session

President Myers gave notice of an Executive Session held prior to the August 18, 2025, Board of Commissioners Meeting to discuss legal and real estate matters.

Presentations

Post Deer Culling Presentation

[2025 deer summary slide.pptx](#)

President Myers announced the Deer Culling Presentation was being pulled from the agenda.

Radnor Memorial Library Update

Joyce Platfoot, Executive Director, presented the Radnor Memorial Library Update.

1) Public Participation

President Myers called for Public Participation, there was none.

2) Consent Agenda - Public Comment

President Myers asked if any Commissioner(s) or Member(s) of the Public wanted to pull an item(s) from the Consent Agenda, President Myers pulled item 2)I.

2.I Resolution 2025-113- Sewage Facilities Planning Module Approval – 3 Meadowcrest Road: Facilities to Serve the Subdivision of One Lot with an Existing Dwelling to be Demolished into Two Lots, Each with a Proposed Dwelling

Cover Page

[3_Meadowcrest_Avenue_SFPM_PC_Memo.pdf](#)

[Sewer_Facilities_Planning_Module_Component_4A-](#)

[Municipal_Planning_Agency_Review_Form_3850-FM-](#)

[BCW0362B_completed.pdf](#)

[3 Meadowcrest Avenue SFPM BOC Memo.pdf](#)

[02-Sewer Facilities Planning Module Resolution_Form 3850-FM-BCW0356.pdf](#)

President Myers made a motion to table Resolution 2025-113- Sewage Facilities Planning Module Approval – 3 Meadowcrest Road: Facilities to Serve the Subdivision of One Lot with an Existing Dwelling to be Demolished into Two Lots, Each with a Proposed Dwelling, for Zoning issues, seconded by Commissioner Agnew.

table Motion carried 7 - 0

AYES: James Coates, Catherine H Agnew, Maggy Myers, Jim Riley, Jacob Abel, Jack Larkin, Moira Mulroney

NOES: None

2.A Approval of the Meeting Minutes for the July 21, 2025 Board of Commissioners Meeting

[Minutes July 21 2025 BOC Meeting.pdf](#)

2.B Chief Monthly Report - August 2025

[Chief Monthly Report August 2025.pdf](#)

2.C Staff Traffic Committee Meeting Minutes - July 16, 2025

[Staff Traffic Committee Meeting Minutes - July 16 2025.pdf](#)

- 2.D *Resolution 2025-106 - Authorization to renew CodeRed Emergency Notification and Weather Warning System, in the amount of \$10,107.17*

[Cover Page](#)

[2025-106 -- CodeRED Emergency Notification renewal -- Resolution -- August 18, 2025.pdf](#)

- 2.E *Resolution 2025-108 - A Resolution authorizing the Township Manager to bind coverage for Property, General Liability, Automobile Liability (including physical damage), Police Professional Liability, Public Official Liability, Employment Practices Liability, Cyber Liability, Umbrella Liability, and Public Officials Bonds in the amount of \$719,702 for the period beginning August 1, 2025 through July 31, 2026.*

[Cover Page](#)

[2025-108 -- Property & Casualty Coverage 2025_2026 -- Resolution -- August 18, 2025.pdf](#)

[2025-108-- Property & Casualty Coverage 2025_2026 -- Legislative Summary -- August 18, 2025.pdf](#)

- 2.F *Resolution 2025-110 – Sewage Facilities Planning Module Approval – 201 King of Prussia Road (Intown Golf Club): Facilities to Serve the Expansion of a 79 Seat Golf & Social Club Restaurant to 168 Seats*

[Cover Page](#)

[Intown_Golf_Club_SFPM_PC_Memo.pdf](#)

[Intown_Golf_Component_4A_completed.pdf](#)

[Intown_Golf_Club_SFPM_BOC_Memo.pdf](#)

[Intown Resolution.pdf](#)

[Intown Golf Club Planning Module 8.5.25.pdf](#)

- 2.G *Resolution 2025-111 - Sewage Facilities Planning Module Approval – 11, 12 & 15 Welwyn Road: Facilities to Serve Two Existing Dwellings and One Currently Vacant Lot to be Developed in the Future*

[Cover Page](#)

[11-12-15_Welwyn_Rd_SFPM_PC_Memo.pdf](#)

[Component_4A_Welwyn_Rd_Sewer_Extension_completed.pdf](#)

[11-12-15 Welwyn Rd SFPM BOC Memo.pdf](#)

[PA DEP Resolution Welwyn Rd Sewer Extension.pdf](#)

- 2.H *Resolution 2025-112 - Sewage Facilities Planning Module Approval – 101 Sproul Road: Facilities to Serve the Subdivision of One Lot into Two Lots, One with an Existing Dwelling and the Other with a Proposed Dwelling*

[Cover Page](#)

[101_Sproul_Road_SFPM_PC_Memo.pdf](#)

[Sproul_Component_4A_completed.pdf](#)
[101 Sproul Road SFPM BOC Memo.pdf](#)
[101 Sproul Resolution.pdf](#)
[Planning Module - 101 Sproul Rd.pdf](#)

- 2.J *Motion to Approve - Authorization to Reject Bids Received for the Roof Replacement and Photovoltaic Solar Installation Project at the Radnor Township Municipal Building and Public Works Complex (Contract #B-25-006B) Due to Non Submission of Electrical Contract Bids; and to Re-Bid the Project to be Funded from the Proceeds of the 2024 Facility Bond*

[Cover Page](#)
[Plans_-_Municipal_Building_Roof_Replacement_and_PV_Design_-_Contract_1.pdf](#)
[Plans_-_Municipal_Building_Roof_Replacement_and_PV_Design_-_Contract_2.pdf](#)
[Plans_-_Public_Works_Complex_Roof_Replacement_and_PV_Design_-_Contract_1.pdf](#)
[Plans_-_Public_Works_Complex_Roof_Replacement_and_PV_Design_-_Contract_2.pdf](#)

- 2.K *Resolution 2025-94 - Authorizing the replacement of two fences abutting the Township Municipal Parking Lot at Louella Court to Montco Fence at a cost of \$9,260 to be funded from the 2025 Capital Improvement Plan*

[RESOLUTION NO 2025-94 Parking Lot Fences.pdf](#)
[Montco Quote.pdf](#)
[Fences Louella Ct.pdf](#)

- 2.L *Resolution 2025-116 - Awarding the Contract for Road De-Icing Salt for the 2025/26 Winter Season to Riverside Construction Materials, Inc. at a price of \$69.75 per ton delivered, to be paid from the Liquid Fuels and General Funds*

[RESOLUTION NO 2025-116 Salt Contract.pdf](#)

- 2.M *Motion to Authorize the Sale of Surplus Township Vehicles and Equipment (Pursuant to section 5-52 (B)(1) of the Radnor Township Code)*

[Cover Page](#)

- 2.N *Resolution 2025-119 - Authorizing the replacement of two traffic signal radios at a cost of \$12,120 to be funded by the 2025 General Fund Traffic Signal Maintenance and Repair Account*

[RESOLUTION NO 2025-119 Traffic Signal Radio Replacement.pdf](#)

- 2.O *Resolution 2025-105 - Approving the Request of Anthony's Coal Fired Pizza of Wayne, LLC to Transfer Liquor License.*

[Resolution \(Liquor License\) 8.07.25.pdf](#)
[Anthony's Liquor License Transfer.pdf](#)

- 2.P *Resolution 2025-120 - Authorizing the Expenditure of \$9,423.07 for the one-year renewal of the Radnor Connect 411 Application, payable to Granicus, LLC*
[Cover Page](#)
[2025-120 -- Granicus One Year Fee for OneView Software -- August 18, 2025.pdf](#)

Commissioner Mulroney made a motion to approve the balance of the Consent Agenda, seconded by Vice President Riley.

approve Motion carried 7 - 0

AYES: James Coates, Catherine H Agnew, Maggy Myers, Jim Riley, Jacob Abel, Jack Larkin, Moira Mulroney

NOES: None

3) *Business Agenda*

- 3.A *Resolution 2025-115 - Adopting a Real Estate Tax Exoneration Policy in Accordance with the Local Tax Collection Law*

[2025-115 -- Tax Exoneration Resolution -- August 18, 2025.pdf](#)

Ken Frohlich, Treasurer, spoke on the need for a Real Estate Tax Exoneration Policy. This policy would not pertain to Delaware County Assessments. This policy would give additional control to avoid the potential abuse of the ability of the Treasurer to exonerate taxes without reporting to the Board of Commissioners. The Policy would be for exonerations over \$1,000 and the process would include an application, review of application by the Treasurer, Township Manager, and Finance Director and would be reported to the Board of Commissioners.

John Rice, Township Solicitor, noted local tax collection law allows this to be done. He also noted revisions to the resolution in the meeting packet eliminates the auto step to the Board of Commissioners and exonerations less than \$1,000 are not affected.

Public Comment

None

President Myers made a motion to approve Resolution 2025-115 - Adopting a Real Estate Tax Exoneration Policy in Accordance with the Local Tax Collection Law as amended, seconded by Commissioner Agnew.

approve Motion carried 7 - 0

AYES: James Coates, Catherine H Agnew, Maggy Myers, Jim Riley, Jacob Abel, Jack Larkin, Moira Mulroney

NOES: None

3.B Discussion and Consideration – Preliminary Land Development Plan – 800 Lancaster Avenue (Villanova University), Connelly Center: Expansion of the Current Student Center

[Cover Page](#)

[1522 Connelly Center Expansion Finalized review.pdf](#)

[Connelly_Addition - Revised LD documents_Cover Letter - 11Apr2025.pdf](#)

[GF Connelly Center BOC 1.pdf](#)

[2025-04-22 Prelim-Final LD Review 2.pdf](#)

[01_Connelly_Addition_-_2025_0227_LD_Application_-Signed__1_.pdf](#)

[02_Connelly_Addition_-_2025_0227_DCPC_Application_-_Signed.pdf](#)

[2025-04-11 - Amended LD Plans.pdf](#)

Nick Caniglia, Applicant's representative, stated Villanova met with Township representatives and Gilmour and Associates to review the plan, additional information has been requested. Mr. Caniglia stated an extension letter was given to Steve Norcini, Township Engineer, and to John Rice, Township Solicitor. The extension is given to September 30, 2025.

3.C Caucus – Preliminary/Final Minor Land Development Approval – 3 Meadowcrest Road: Subdivision of One Lot with an Existing Dwelling to be Demolished into Two Lots, Each with a Proposed Dwelling

[Cover Page](#)

[02_SALDO_Application__1_.pdf](#)

[03_DCPC_ACT_247_Application.pdf](#)

[25-Meadowcrest_Subdivison_Plan_Set.pdf](#)

[27-Gilmore_Review_letter_7-14-25.pdf](#)

[28-GFt_review_letter_7-18-25.pdf](#)

[22-PCSM_Report_Rev-2.pdf](#)

[13-CCEDS_Waiver_Request_Letter_Revised_12-2-2024.pdf](#)

Nick Caniglia, representative for the Applicant, presented the two-lot subdivision. There was discussion among Commissioners, Applicant, and Staff including, neighbor opposition, are Chew and Meadowcrest two streets or one - waiver will be requested if decided to be one street, placement of house - driveway on Meadowcrest and front door facing Chew Lane - questions on rear yard - zoning appeal necessary if determined Meadowcrest entrance is front of house, architectural layout shows front entrance faces Chew Lane, driveway on Meadowcrest better for vehicular access, request to move the houses in subdivision closer to each other to lessen the impact to existing neighbors, and request to submit architectural drawings to Township. Mr. Caniglia will speak with the applicant regarding an extension.

Public Comment

Andy Goldenberg, 11 Meadowcrest - Spoke in opposition of the project.

John Talucci, 113 Chew Lane - Spoke in opposition of the project.

3.D Resolution 2025-109 – Final Land Development Plan Approval - 1300 Eagle Road (Eastern University): Gym, Learning Center, Centennial Hall & Parking Lot Renovation

[Cover Page](#)

[16-GFT_Review_Letter_6-26-25.pdf](#)

[RFC Meeting \(2-3-2025\) Summary.pdf](#)

[SALDO Application 1300 Eagle Road.pdf](#)

[Application for Act 247 Review Eagle Road.pdf](#)

[15- Gilmore_Review_Letter_6-27-25.pdf](#)

[FINAL LAND DEVELOPMENT PLAN.pdf](#)

[2025-08-13 LD Review 8.pdf](#)

[Final Approval Resolution w exhibits \(execution copy\) 8.13.25.pdf](#)

Nick Caniglia, Applicant's representative, presented the plans which were previously before the Board of Commissioners.

Public Comment

None

Vice President Riley made a motion to approve Resolution 2025-109 – Final Land Development Plan Approval - 1300 Eagle Road (Eastern University): Gym, Learning Center, Centennial Hall & Parking Lot Renovation, seconded by Commissioner Larkin.

approve Motion carried 6 - 0

AYES: James Coates, Maggy Myers, Jim Riley, Jacob Abel, Jack Larkin, Moira Mulroney

NOES: None

3.E Ordinance 2025-07- Adoption - Special purpose parking regarding the removal of handicapped parking - Brook Street.

[Handicap Space Ordinance \(Removal- Brook Street\) 6.30.25.pdf](#)

[JBR to Delco 7.29.25.pdf](#)

[Handicap Space Ordinance \(Removal- Brook Street\) as sent to Delco & LL 7.29.25.pdf](#)

[JBR to DCLL 7.29.25.pdf](#)

[Legal Notice 7.29.25.pdf](#)

Public Comment

None

Vice President Riley made a motion to adopt Ordinance 2025-07 - Special purpose parking regarding the removal of handicapped parking - Brook Street, seconded by Commissioner Mulroney.

approve Motion carried 7 - 0

AYES: James Coates, Catherine H Agnew, Maggy Myers, Jim Riley, Jacob Abel, Jack Larkin, Moira Mulroney

NOES: None

3.F Resolution 2025-117- Approving the purchase of three replacement (3) Harley Davidson Motorcycles for use by the Radnor Township Police Department Highway Patrol Unit in the amount of \$89,470.44 (net of trade in value of three (3) retiring motorcycles), that was originally planned for the 2026 capital program.

[Cover Page](#)
[Resolution 2025-117.pdf](#)
[Motorcycle Legislation.pdf](#)

Superintendent Flanagan spoke on the need to purchase replacement vehicles due to Harley Davidson closing the purchasing window for the vehicles on September 1, 2025, and replacements may not be available until 2029.

Public Comment

None

Commissioner Agnew made a motion to approve Resolution 2025-117- Approving the purchase of three replacement (3) Harley Davidson Motorcycles for use by the Radnor Township Police Department Highway Patrol Unit in the amount of \$89,470.44 (net of trade in value of three (3) retiring motorcycles), that was originally planned for the 2026 capital program, seconded by Vice President Riley.

approve Motion carried 7 - 0

AYES: James Coates, Catherine H Agnew, Maggy Myers, Jim Riley, Jacob Abel, Jack Larkin, Moira Mulroney

NOES: None

3.G Resolution 2025-107 – Authorization to Proceed with the Preparation of Bid Documents for Stormwater Projects Pending the Issuance of an \$8,000,000 General Obligation Bond Associated with the Funding of Those Projects and an Anticipated Increase in the Stormwater Fee

[Cover Page](#)
[Resolution 2025-107 -- Resolution.pdf](#)
[SW Borrowing PP.pdf](#)

Bob Tate, Finance Director, stated the request is based on the previously presented eight (8) infrastructure projects totaling \$8,000,000. The first six (6) projects to be designed

and bid have a total cost of \$2,200,000. Staff is asking for authorization to proceed with the preparation of bid documents for stormwater projects pending the issuance of an \$8,000,000 General Obligation Bond associated with the funding of those projects and an anticipated increase in the Stormwater Fee.

Steve Norcini, Township Engineer, spoke on the eight (8) projects to be funded, Earles Lane Culvert, Spring Mill Road Culvert, Walnut Avenue Culvert Replacement, Morris Road/Clover Road/South Devon Avenue, Fenimore Woods Park Storm Sewer Replacement, Ithan Valley Park (Upstream) Culvert Rehabilitation, 31 Highview Drive Storm Sewer/Outfall Replacement, 607 Valley Forge Road.

Bill White, Township Manager, noted this is \$8 million for eight (8) specific projects good for 3 years to spend the proceeds from the borrowing and to give an incremental approach to smooth the Stormwater rate.

Public Comment

None

Commissioner Mulroney made a motion to approve Resolution 2025-107 – Authorization to Proceed with the Preparation of Bid Documents for Stormwater Projects Pending the Issuance of an \$8,000,000 General Obligation Bond Associated with the Funding of Those Projects and an Anticipated Increase in the Stormwater Fee, seconded by Commissioner Larkin.

approve Motion carried 7 - 0

AYES: James Coates, Catherine H Agnew, Maggy Myers, Jim Riley, Jacob Abel, Jack Larkin, Moira Mulroney

NOES: None

4) Reports of Board Liaisons

None

5) New Business

Commissioner Abel spoke on the use of e-bikes and e-scooters which are unregulated in the Township. He is concerned with speed, age of user, helmet use, and following the rules of the road. There was discussion among Commissioners and Superintendent Flanagan including drafting an Ordinance, speaking with Villanova to see if they have restrictions on campus for use of e-bikes and e-scooters and possibly partnering with them on restrictions, and shared concern for younger users and their safety. John Rice, Township Solicitor, will research and prepare a draft ordinance.

Public Comment

Baron Gemmer - S. Wayne Avenue - Notices e-bikes and e-scooters on the Radnor Trail putting walkers in danger.

6) Old Business

None

7) Public Participation

None

8) Adjournment

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

Respectfully submitted,

Peggy Hagan

Radnor Township

PROPOSED LEGISLATION

DATE: September 8, 2025

TO: Board of Commissioners

CC: Township Manager

FROM: Bob Tate

LEGISLATION: Resolution 2025-123 Adopting the Minimum Municipal Obligation in the amount of \$3,855,000 for the Radnor Township Defined Benefit Pension Plans

LEGISLATIVE HISTORY: The Commonwealth of Pennsylvania General Assembly, on December 18, 1984 adopted the Municipal Pension Plan Funding Standards and Recovery Act (Act 205 of 1984), which has been amended in part by Act 189 of 1990, Act 82 of 1988, and act 44 of 2009. The Municipal Pension Plan Funding Standards and Recovery Act requires that municipalities calculate a Minimum Municipal Obligation (“MMO”) prior to September 30 of the current budget year for the subsequent budget year.

PURPOSE AND EXPLANATION: In accordance with the provisions of Act 205 the Minimum Municipal Obligation (MMO), which represents the Township’s annual pension contribution requirement, must be submitted and approved by the Board of Commissioners no later than September 30 of each year.

This resolution will establish the Township’s 2026 MMO to be incorporated into the preliminary 2026 budget estimates. Please note that these MMO estimates can change as a result of the budget review process, which will occur over the next three months.

Major assumptions include:

- Current staffing counts
- CBA Wage adjustments
- Actuarial Assumptions as included in the 1/1/2025 Actuarial Valuation Report [noting that the actuarial reports are done biennially, with the current report due in Fall 2025]

IMPLEMENTATION SCHEDULE: Effective with the 2026 budget

FISCAL IMPACT: The pension obligations included in the legislation total \$3,855,000 and includes \$2,775,000 for the Police Pension Plan (1.9% increase from 2025) and \$1,080,000 for the Civilian Pension Plan (an increase of 0.2% from 2025). This amount represents an aggregate increase of

\$56,000 or 1.4% from the 2025 MMO totals.

RECOMMENDED ACTION: The Administration recommends that Board of Commissioners adopt the 2026 MMO calculations as drafted with the understanding that a revised MMO can be drafted if significant payroll estimates change during the 2026 budget process.

ATTACHMENTS:

[2025-123 -- 2026 MMO -- Resolution -- September 8, 2025.pdf](#)

[MMO Certification 2026.pdf](#)

**RESOLUTION 2025-123
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, ADOPTING THE 2026
MINIMUM MUNICIPAL OBLIGATION (MMO)**

WHEREAS, The Commonwealth of Pennsylvania General Assembly, on December 18, 1984 adopted the Municipal Pension Plan Funding Standards and Recovery Act (Act 205 of 1984), which has been amended in part by Act 189 of 1990, Act 82 of 1988, and act 44 of 2009; and

WHEREAS, The Municipal Pension Plan Funding Standards and Recovery Act requires that municipalities calculate a Minimum Municipal Obligation (“MMO”) prior to September 30 for the subsequent budget year; and

WHEREAS, The MMO can be amended during the budget process based on changes in payroll projections and resubmitted to the State; and

WHEREAS, the most recent bi-annual Actuarial Valuation as of January 1, 2025, prepared by Acrisure (formerly Mockenhaupt Associates) for both the Police and Civilian Pension Plans, provides the necessary components to calculate the MMO for 2026;

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township hereby adopts the 2026 minimum municipal obligation for the Radnor Township Pension Plans in the following amounts as calculated on the attached worksheets:

POLICE PENSION PLAN	\$2,775,000
CIVILIAN PENSION PLAN	\$1,080,000

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 8th day of September, A.D., 2025.

RADNOR TOWNSHIP

By: _____
Name: Maggy Myers
Title: President

ATTEST: _____
William M. White
Township Manager / Secretary

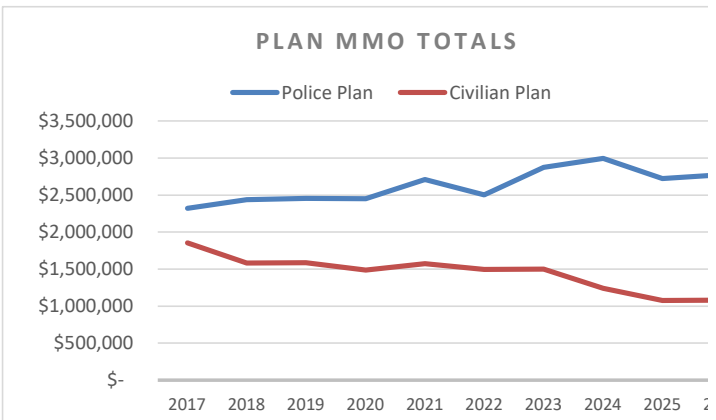
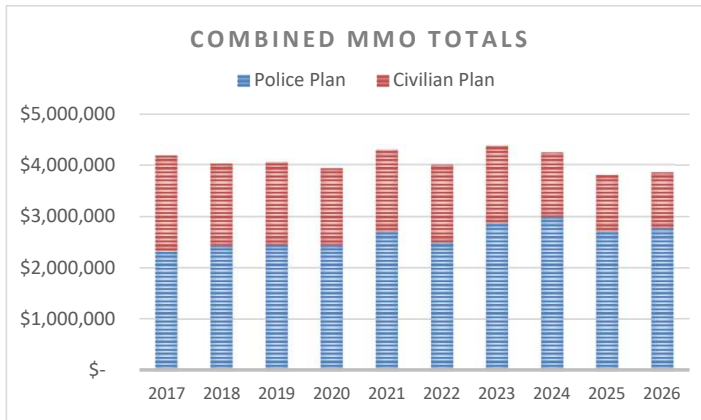
CERTIFICATION OF
FISCAL YEAR 2026
MINIMUM MUNICIPAL OBLIGATION
POLICE AND CIVILIAN DEFINED BENEFIT
PENSION PLANS

RESOLUTION 2025-123
RADNOR TOWNSHIP, PA
SEPTEMBER 8, 2028

RADNOR TOWNSHIP, PA
2026 MINIMUM MUNICIPAL OBLIGATION
POLICE & CIVILIAN PENSION PLANS AND COMBINED



ACT 205 FUNDING FORMULA	Police Plan	Civilian Plan	Total Obligation
Financial Requirements:			
1. Estimated 2025 Payroll (rounded)	\$ 7,800,300	\$ 5,268,600	\$ 13,068,900
2. Normal Cost of Plan from Actuarial Report (% of payroll)	18.624%	9.778%	15.058%
3. Total Normal Cost of Plan (1 x 2)	\$ 1,452,728	\$ 515,164	\$ 1,967,892
4. Plan Amortization Requirement	1,526,610	733,279	2,259,889
5. Plan Administrative Expenses from Actuary Report (Police:1.5%, Civilian:1.1%)	124,804	94,834	219,638
6. Total Financial Requirements (3 + 4 + 5)	\$ 3,104,142	\$ 1,343,277	\$ 4,447,419
Credits to Township Funding Requirements:			
7. Estimated Employee Contributions	(329,230)	(263,430)	(592,660)
8. Rounding Adjustment	88	153	241
9. Total Credits to Township Funding Requirements	\$ (329,142)	\$ (263,277)	\$ (592,419)
10. Recommended MMO	\$ 2,775,000	\$ 1,080,000	\$ 3,855,000



MMO History:

2013 MMO Total	\$ 1,765,384	\$ 1,767,162	\$ 3,532,546
2014 MMO Total	\$ 2,160,223	\$ 1,979,695	\$ 4,139,918
2015 MMO Total	\$ 2,190,903	\$ 2,020,393	\$ 4,211,296
2016 MMO Total	\$ 2,292,574	\$ 1,845,031	\$ 4,137,605
2017 MMO Total	\$ 2,322,459	\$ 1,852,440	\$ 4,174,899
2018 MMO Total	\$ 2,440,000	\$ 1,580,000	\$ 4,020,000
2019 MMO Total	\$ 2,455,000	\$ 1,587,000	\$ 4,042,000
2020 MMO Total	\$ 2,449,400	\$ 1,482,300	\$ 3,931,700
2021 MMO Total	\$ 2,710,800	\$ 1,572,900	\$ 4,283,700
2022 MMO Total	\$ 2,501,800	\$ 1,494,400	\$ 3,996,200
2023 MMO Total	\$ 2,872,200	\$ 1,498,600	\$ 4,370,800
2024 MMO Total	\$ 2,994,500	\$ 1,239,300	\$ 4,233,800
2025 MMO Total	\$ 2,722,000	\$ 1,077,000	\$ 3,799,000
2026 MMO Total	\$ 2,775,000	\$ 1,080,000	\$ 3,855,000

RESOLUTION NO. 2025-128

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE CLEANING OF INTERIOR AND
EXTERIOR WINDOWS OF THE RADNOR TOWNSHIP MUNICIPAL
BUILDING BY CLEANNET IN THE AMOUNT OF \$14,790 TO BE FUNDED
FROM THE 2025 GENERAL FUND BUILDING AND GROUNDS ACCOUNT**

WHEREAS, Radnor Township owns and maintains the Township Municipal Building which requires professional cleaning of all windows, including both interior and exterior surfaces, and the atrium; and

WHEREAS, CleanNet has provided a proposal to perform the full scope of work, including stain treatment of exterior windows, and will supply all necessary equipment, materials, and chemicals to complete the cleaning; and

WHEREAS, the Township sought three (3) quotes for the required window cleaning services; and

WHEREAS, all work will be performed after business hours to minimize disruption to Township operations; and

WHEREAS, the total cost of the service provided by CleanNet is \$14,790 and will be funded from the approved 2025 General Budget, Buildings and Maintenance Contracted Services Account.

NOW, THEREFORE, be it **RESOLVED** the Board of Commissioners of Radnor Township does hereby authorize the cleaning of all interior and exterior windows, including the atrium glass of the Radnor Township Building to CleanNet for a total amount not to exceed \$14,790

SO RESOLVED this 8th day of September, A.D. 2025

RADNOR TOWNSHIP

By: _____
Name: Maggy Myers
Title: President

ATTEST: _____
William M. White
Township Manager/Secretary

CLEANNET SPECIAL SERVICE AGREEMENT

Customer name and address: **Radnor Township**
301 Iven Ave
Radnor, PA 19087

This is an agreement by and between CleanNet ("CleanNet") and your company, which is listed above. CleanNet and your company agree to allow CleanNet to supply following one time janitorial service to your premises. To ensure both CleanNet and your company fully understand their obligations, the following agreement is undertaken.

All parties agree to the following:

1. CleanNet will provide the janitorial services stated below to Company's Location at: **The Above Address** on a one-time basis.
2. CleanNet will provide all necessary equipment and chemicals needed to perform said services.
3. CleanNet will provide the following one time services at the following costs: **\$ 14,790.00**

Interior / Exterior Window Cleaning: **\$ 9,900.00**

Atrium Glass Interior / Exterior Cleaning: **\$ 2,640.00**

Stain Treatment: **\$ 2,250.00**

4. Customer agrees to pay CleanNet the total amount due under the terms of this contract. Customer also agrees to pay any sales or use tax levied by taxing authority on the value of services provided. Payments not received within thirty (30) days passed the due date is considered late. Interest on late payments will accrue at a rate of 1.5% monthly.

Task	Service
Window Clean	Clean all windows (interior and exterior) to include atrium glass. Stain treat all exterior windows surrounded by stone façade. Includes all lifts, tools, chemicals and equipment.

WE AGREE TO THE TERMS OF THIS AGREEMENT

Company: **Radnor Township**

CleanNet of Philadelphia:

By: _____

By: *Ryan Slizofski*

Date Signed: _____

Date: **9/2/25**

Start Date: _____

Radnor Township PROPOSED LEGISLATION

DATE: September 8, 2025

TO: Radnor Township Board of Commissioners

CC: William M. White, Township Manager; Stephen F. Norcini, P.E.,
Township Engineer

FROM: Dennis P. Capella, Engineering – Project Manager

LEGISLATION: Resolution 2025-125 – Authorization of the Award the Contract for the
Installation of Willows Park Mansion Driveway Lighting to Keith Martin
Electric in the Amount of \$10,475.00 to be Funded from the General
Fund Allocated to the Requirements of the Lease Agreement

LEGISLATIVE HISTORY: This project has not been before the BOC previously.

PURPOSE AND EXPLANATION: During the recent project for the repaving of the Willows entrance and exit driveways, the parking areas and the driveway to the Mansion it was highlighted that there is a safety concern for individuals walking to the Mansion on the driveway for nighttime events and that lighting along the driveway is needed. The Township is acquiring 15 bollards lights separately. The lighting plan is attached. Several contractors were contacted for the installation of the lights. Keith Martin Electric submitted the attached acceptable proposal.

IMPLEMENTATION SCHEDULE: Upon authorization by the BOC and the purchase of the lighting, Keith Martin will be notified to schedule the installation, and the information will be entered into the Township's financial system.

FISCAL IMPACT: Funding for the lights and the installation will be provided from the Willows Enterprise Fund.

RECOMMENDED ACTION: Staff requests the Radnor Township Board of Commissioners to authorize the Award the contract for the installation of Willows Park Mansion Driveway Lighting to Keith Martin Electric in the Amount of \$10,475.00 to be funded from the General Fund Allocated to the Requirements of the Lease Agreement. The proposed resolution is attached.

ATTACHMENTS:

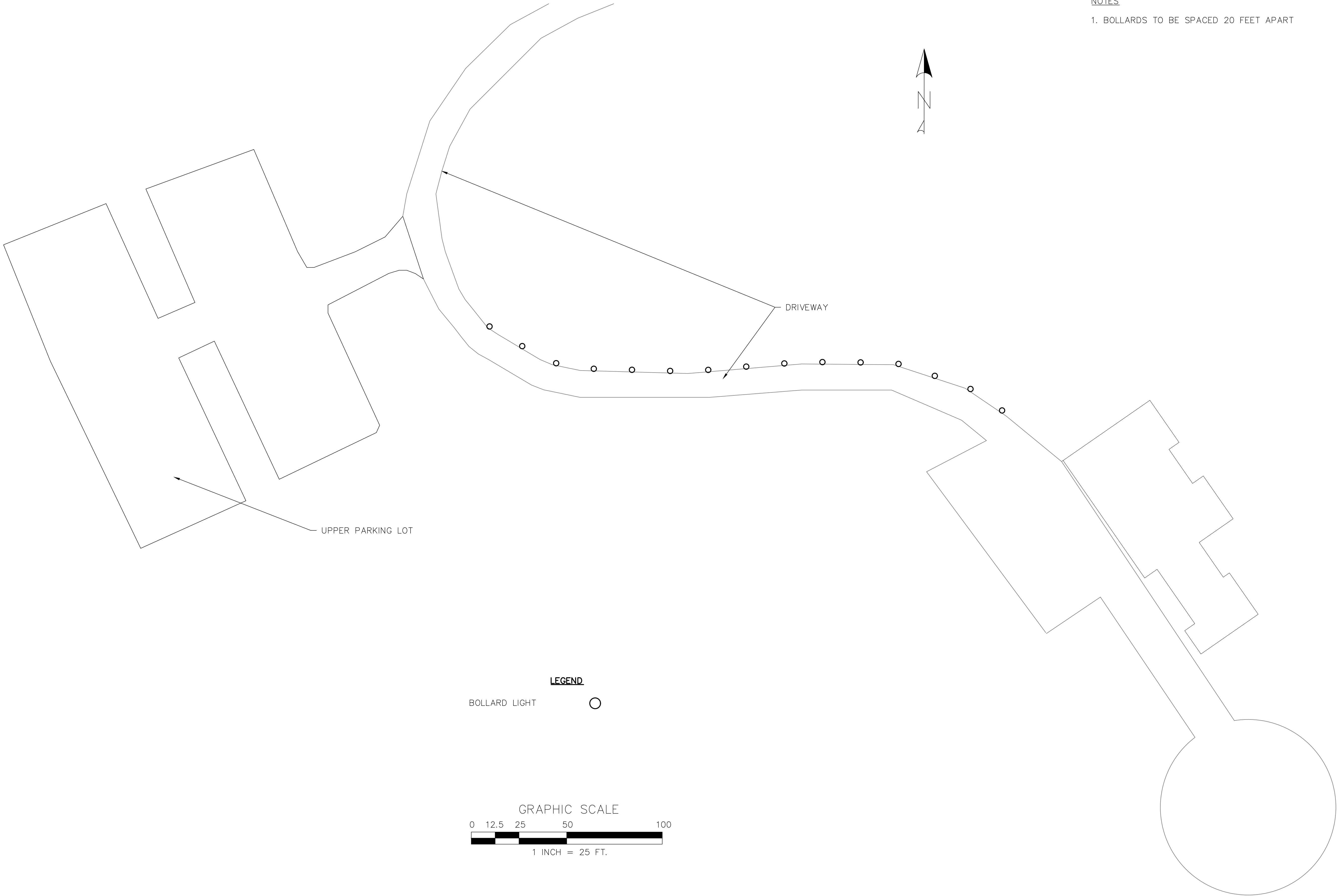
[Lighting-Layout1.pdf](#)

[Est_30817_from_Keith_Martin_Electrical_Contractor_13220.pdf](#)

[Resolution 2025-125.pdf](#)

NOTES

1. BOLLARDS TO BE SPACED 20 FEET APART

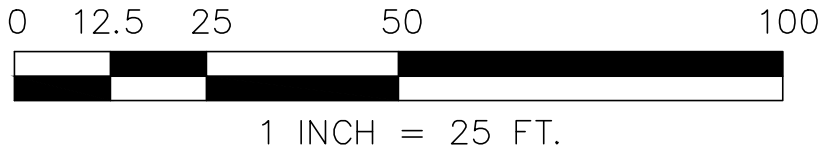


LEGEND

BOLLARD LIGHT



GRAPHIC SCALE



DATE	08/27/24
CADD FILE	
JOB NO	
DESIGNED BY	BW
DRAWN BY	BW
CHECKED BY	25
SCALE	
SHEET 5 OF 11 SHEETS	
DRAWING NUMBER	
C-104	

REVISIONS

NO.	DATE	DESCRIPTION	INITIALS

LIGHTING LAYOUT

THE WILLOWS PARK
PAVING PROJECT
RADNOR TOWNSHIP
301 IVEN AVENUE
WAYNE, PENNSYLVANIA 19087-5297





211 Conestoga Road
Wayne, Pennsylvania 19087
610.688.9200

Radnor Township
301 Iven Avenue
Wayne, PA 19087

The Willows
490 Darby-Paoli Road
Villanova, PA 19085

Customer Phone

610-416-7883 Steve

Customer Alt. Phone

Proposal

Date 8/28/2025

Proposal # 30817

Job Address

Description

Total

Ben,

We will do the following items per our walkthrough on 8/20/25.

Supply and install following items for 15 customer supplied Bollard lights along the driveway to the mansion.

- One 20 amp 120 volt dedicated circuit
- One digital timer
- Conduit and wiring along driveway
- 15 concrete mounting bases

Install 15 customer supplied bollard lights

NOTE: We will trench and rough backfill. You will be responsible for final grade and reseeding.

10,475.00

Thank you for the opportunity to bid your job. I look forward to working with you.

-Keith

RESOLUTION NO. 2025-125

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZATION OF THE AWARD THE CONTRACT FOR THE
INSTALLATION OF WILLOWS PARK MANSION DRIVEWAY LIGHTING TO
KIETH MARTIN ELECTRIC IN THE AMOUNT OF \$10,475.00 TO BE FUNDED FROM THE
GENERAL FUND ALLOCATED TO THE REQUIREMENTS OF THE LEASE AGREEMENT**

WHEREAS, the entrance/exit and Mansion access driveways and the Willows Park parking lots were recently repaved;

WHEREAS, a safety concern of insufficient lighting was highlighted during the repaving project for individuals walking on the access driveway to the Mansion from the parking lots during the evening;

WHEREAS, the Township purchased lighting to be installed on the side of the access driveway; and

WHEREAS, electrical contractors were contacted to request a quote to install the lighting, and Keith Martin Electrical submitted an acceptable proposal;

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize Authorization of the Award the Contract for the Installation of Willows Park Mansion Driveway Lighting to Kieth Martin Electric in the Amount of \$10,475.00 to be Funded from the General Fund Allocated to the Requirements of the Lease Agreement.

SO RESOLVED this 8th day of September, A.D 2025.

RADNOR TOWNSHIP

By: _____
Name: Maggy Myers
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township PROPOSED LEGISLATION

DATE: September 8, 2025

TO: Board of Commissioners

CC:

FROM: William White, Township Manager

LEGISLATION: Resolution 2025-130 - Confirming the Appointment of James P. Smith, Jr. as Radnor Township Fire & EMS Chief, and adopting a Memorandum of Understanding.

LEGISLATIVE HISTORY: In January 2025, the Board adopted Resolution 2025-03, engaging MGT, LLC, an executive recruitment firm, to lead the Township's nationwide search, evaluation, and eventual hiring process for the newly created Fire & EMS Chief position.

PURPOSE AND EXPLANATION: During the January 27, 2025 meeting, a presentation was given to the Board and public outlining the need for the position and what the essential duties of the new Chief will be. That presentation is attached to this legislative summary.

IMPLEMENTATION SCHEDULE: Upon adoption, Mr. Smith's employment would begin on Tuesday, September 16, 2025.

FISCAL IMPACT: The compensation for the new position is set at \$160,000 for the first six months, then moving to \$165,000 effective April 16, 2026. Future wage increases will be subject to the annual budget process and the development of the fire department.

These funds were budgeted in 2025 through (a) reduced contributions to the fire company(ies), and (b) the vacant fire inspector position within the Engineering & Community Development Department.

RECOMMENDED ACTION: Respectfully recommending the confirmation of Mr. Smith's appointment at the Board Meeting scheduled for September 8, 2025.

ATTACHMENTS:

[Fire Chief & EMS Position Presentation -- January 27, 2025.pdf](#)

[2025-130 -- Appointing James P Smith as Fire & EMS Chief -- September 8, 2025.pdf](#)

FIRE & EMS CHIEF POSITION

BOARD OF COMMISSIONERS MEETING | JANUARY 27, 2025



Township of
RADNOR
PENNSYLVANIA

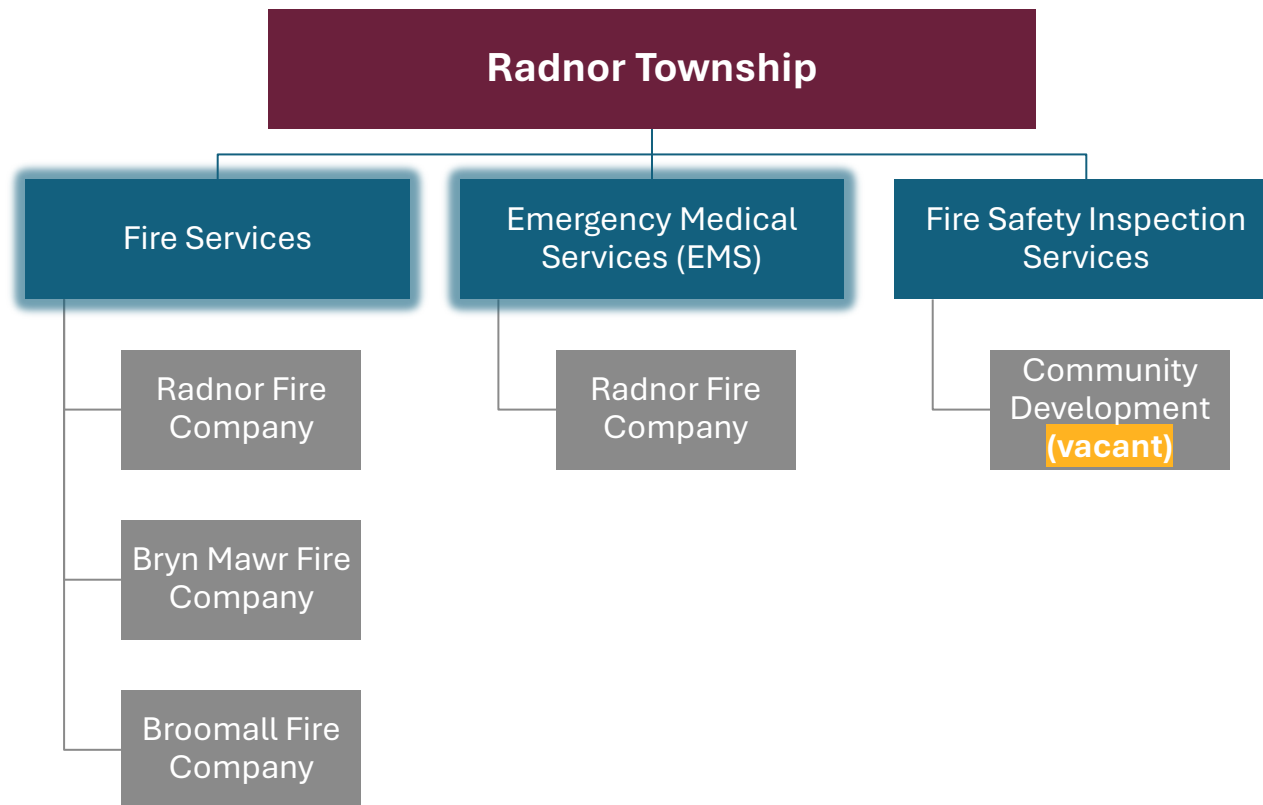
PRESENTATION CONTENTS

- **Current Response Makeup**
- **Issues Facing the Township**
- **Financial Impact**
- **Fire & EMS Chief Position Plan**
- **MGT Engagement Details**
- **Proposed Organization Chart**
- **Recommendation**
- **Questions**

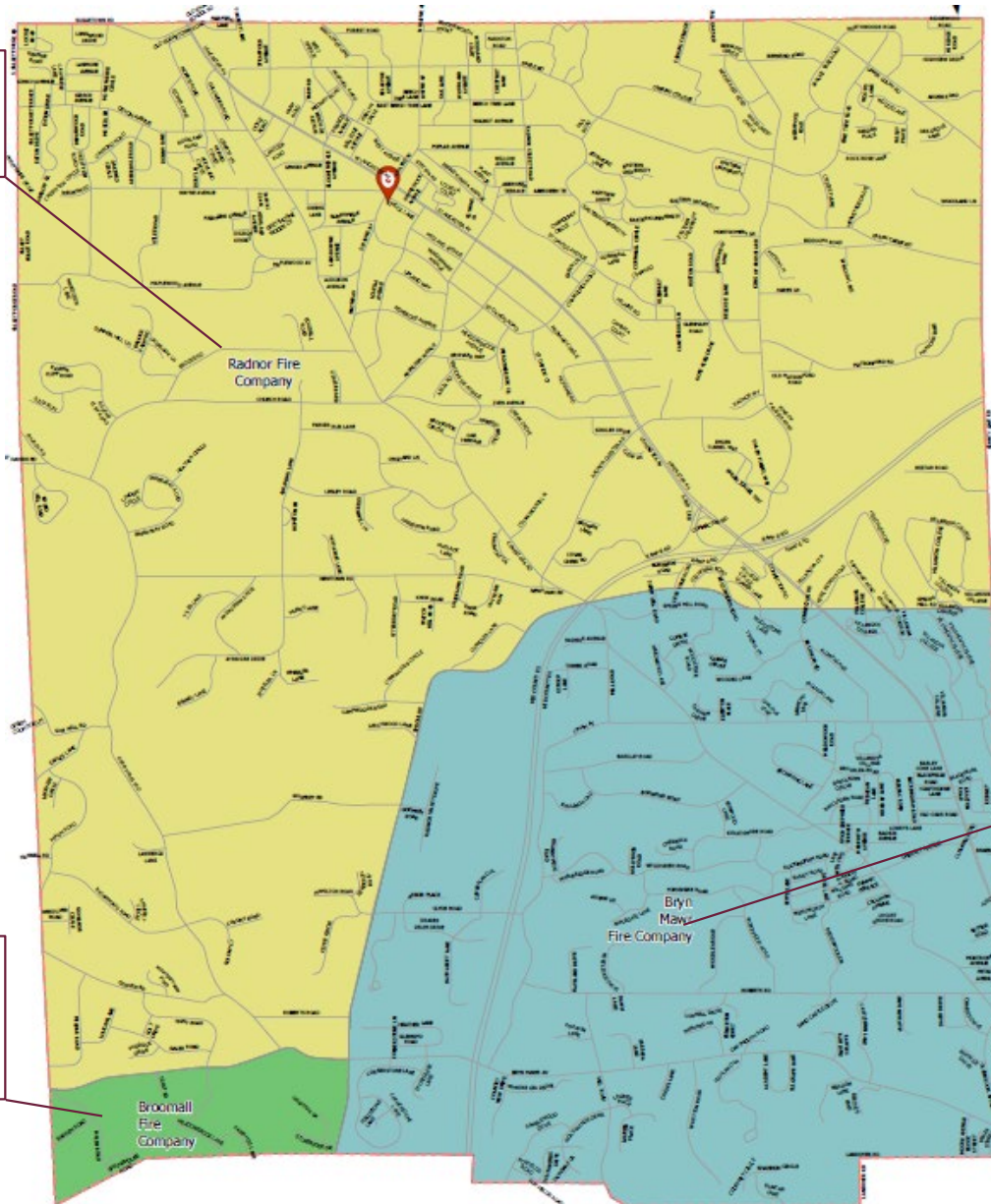


CURRENT RESPONSE MAKEUP

- Radnor Township is ultimately responsible for providing fire safety, fire incident, and emergency medical services (EMS) to the community



Radnor Fire
Company



Broomall
Fire
Company

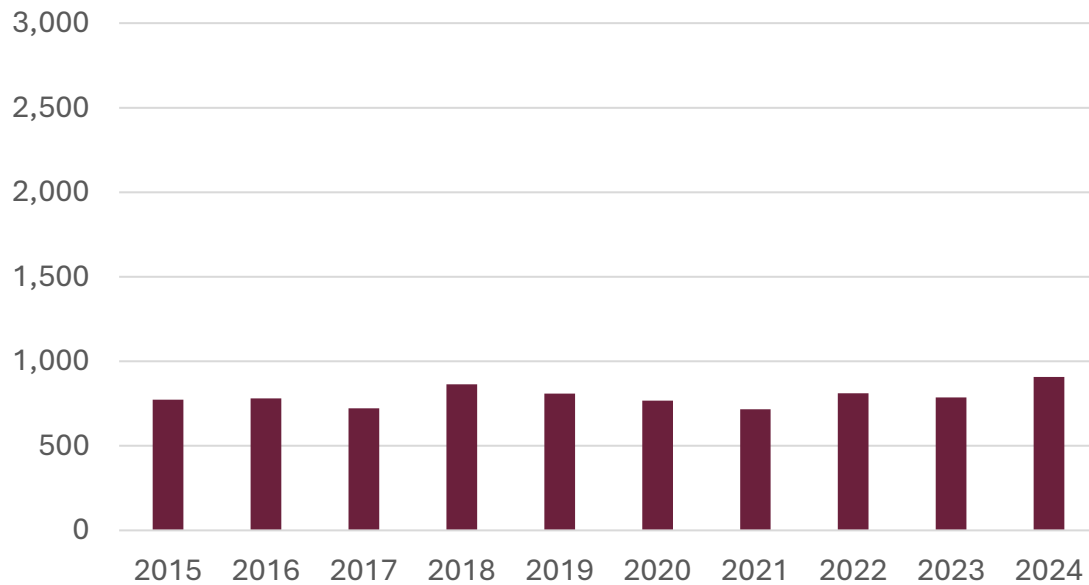
Bryn Mawr
Fire Company

CURRENT RESPONSE MAKEUP

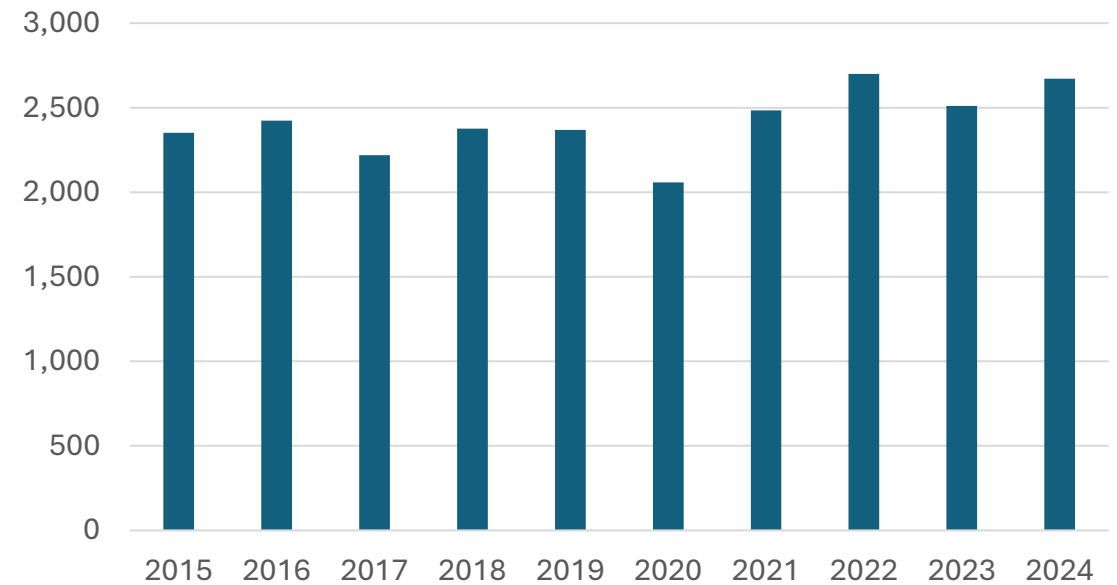


CURRENT RESPONSE MAKEUP

Fire Calls (RFC Only)



EMS Calls (RFC)



1. Source: Radnor Fire Company website

2. **Fire Calls do not include Bryn Mawr or Broomall calls within Radnor**

CURRENT RESPONSE MAKEUP

VOLUNTEER FIRE COMPANIES:

- This discussion has NOTHING to do with the services performed by our fire company partners
- The proposed position is NOT intended to replace the volunteer element of the Fire Companies that serve Radnor
- I echo the sentiments of the RFC Business Administrator's comments made at the December 9, 2024, meeting that promotes an ongoing positive relationship and partnership going forward
- All Three Companies Continue to:
 - Perform essential services with great dedication and professionalism
 - Be a great partner with Radnor Township during incidents, community events, public representation, more
 - Perform these services without issue (negative service calls, emails, response time issues, etc.)
 - Specific to RFC, keep the Township apprised of the state of affairs at the Company through the two (x2) Board Member liaisons, as well as regular meetings with the Township Administration



ISSUES FACING THE TOWNSHIP



Radnor Fire Company

Long-term financial forecast shows deficit spending annually, growing from \$200K to well over \$1MM in the next 2 – 3 years, resulting in **funds being exhausted within that window**



Radnor Fire Company

Volunteer numbers continue to dwindle, prompting a request to hire additional personnel starting with **+6 FTE** immediately [through a Safer Communities Grant], then growing to **+13 FTE** to bring the department to a full, 24/7/365 paid coverage department



Radnor Fire Company

2025 Operational increase request of +\$164,338 (18%), plus capital increase +\$11,250 (5%) **for a total of \$175,588**

However, looking at the forecast, we know that the 2025 request is understated versus what's needed



Bryn Mawr Fire Company

2025 Operational increase request of +\$100,000 (77%), plus capital increase +\$55,000 (50%) **for a total of \$155,000**



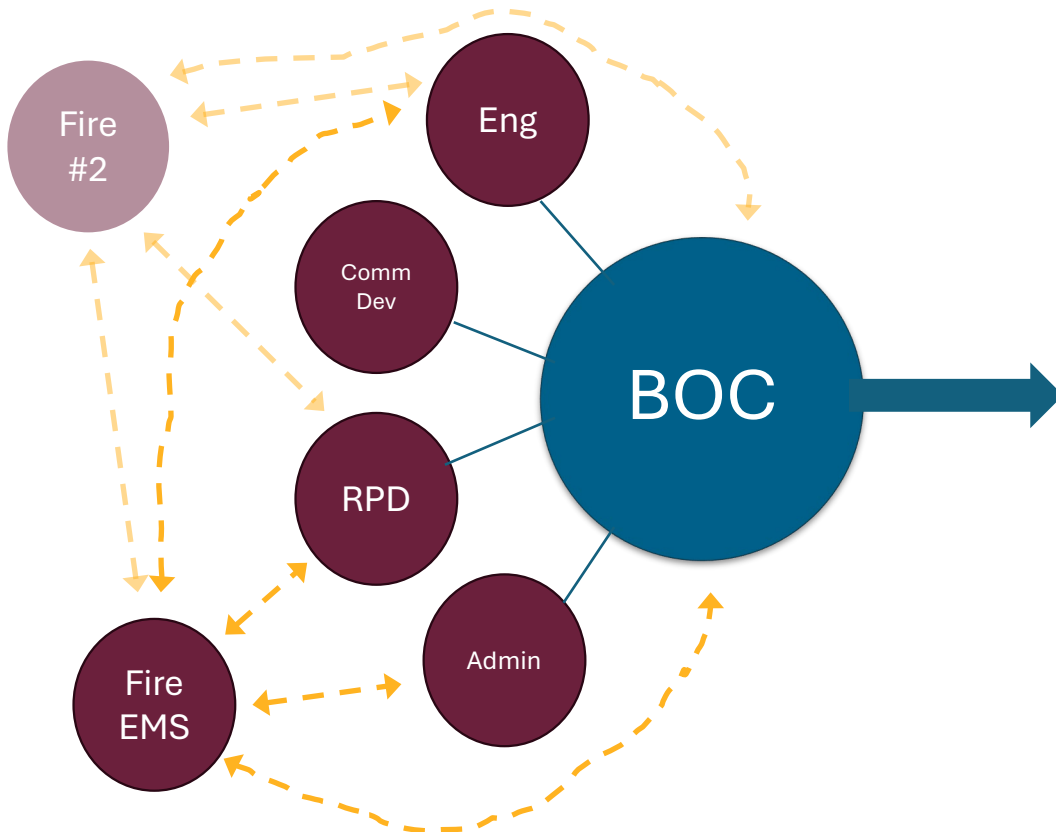
ISSUES FACING THE TOWNSHIP

- Anecdotal Issues:
 - As things stand now, the fire companies do not have a direct resource to the Township for requests, issues, etc. While meetings occur, they are usually bifurcated among a wide-variety of Township representatives, making progress difficult
 - Example: Township Staff meet with each of the companies individually, but usually under different contexts. The fire companies actively participate in the RPD's emergency response safety meetings, usually on a quarterly basis. At the same time, they meet with Township Administrative Staff to discuss budgets, operating and capital needs, etc., but on a less frequent basis. Then, they meet periodically with Commissioners. All these conversations are had with individual companies and are typically vastly different, creating a disconnect between discussion and a unified action.
 - Ultimately, to address the long-term going-concern status resulting from declining funds and declining volunteerism, the Township needs to have a resource on Staff that can efficiently collect information from all involved, consolidate it into one, easy-to-understand set of decision-making criteria, based on expertise in the field, and make presentations / recommendations as necessary

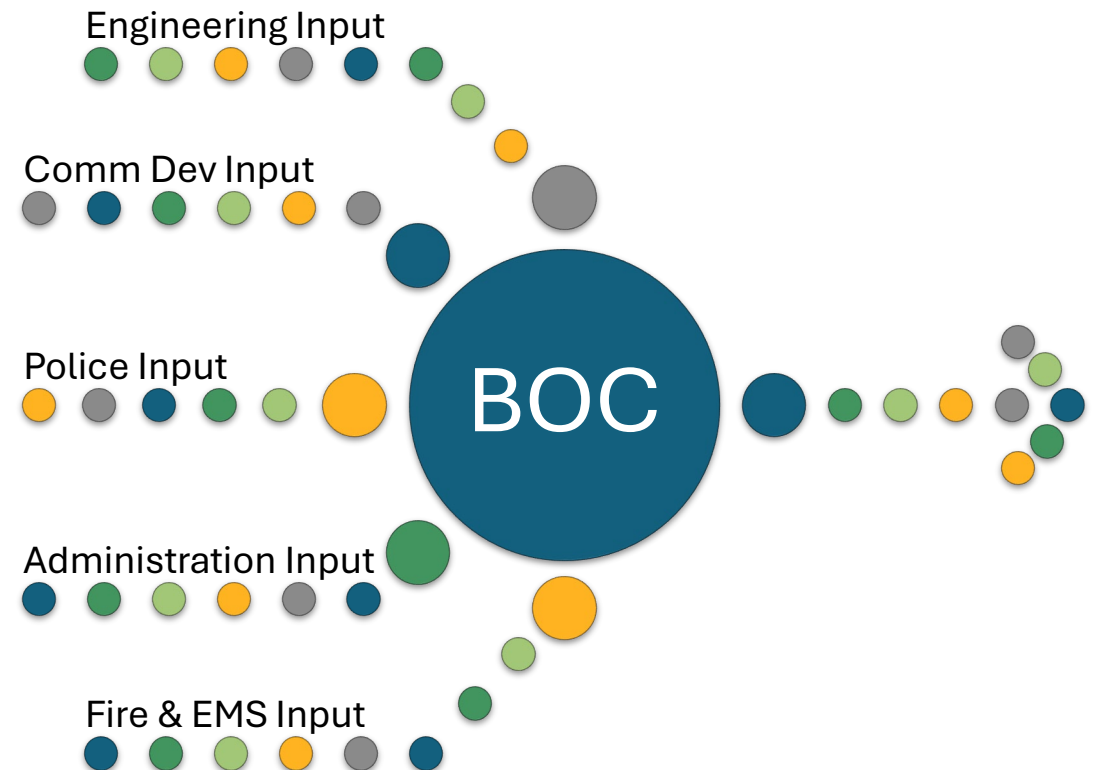


ISSUES FACING THE TOWNSHIP

Existing State

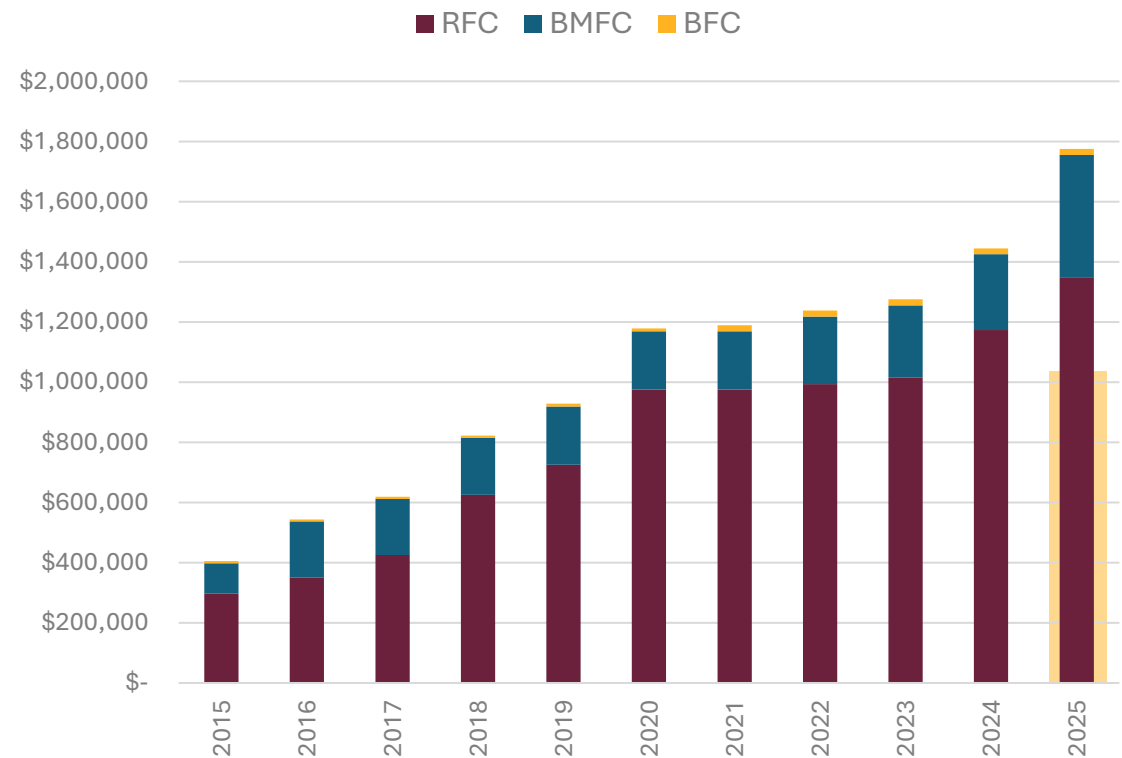


Ideal State

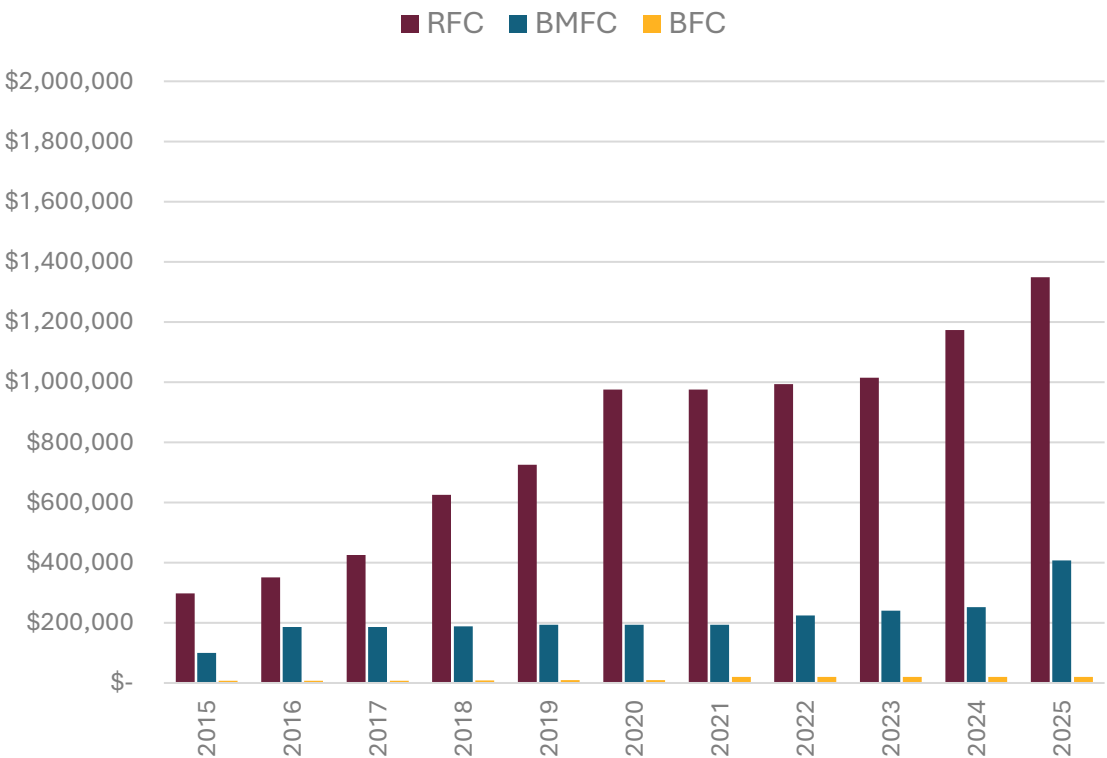


FINANCIAL CONSIDERATIONS

Combined Fire Company Funding



Individual Fire Company Funding



Footnotes:

- 1. Amounts represent **direct contributions** only (excluding other Twp costs such as workers comp insurance, fuel, State Volunteer Relief funding, and hydrant water)
- 2. Amounts include both operating and capital contributions
- 3. 2025 amounts represent what was requested, which is more than what was approved in the Twp Budget

FINANCIAL CONSIDERATIONS

Fire & EMS Chief Position

Included in the 2025 Board Approved Budget at a cost of \$150,000. \$25,000 of the budget was anticipated to pay for executive recruitment services in year 1, the remaining is anticipated to cover salary for the remainder of 2025

Headcount neutral (replaces the previously filled fire safety inspector position)

The 2025 Board Approved Budget pulled back on direct fire company contributions in anticipation of (a) re-evaluating capital purchases and (b) to reevaluate internal resources needed to address long-term service delivery (i.e. this position)

Funding in future years will be part of the Fire / EMS funding makeup (currently between \$1.4MM - \$1.8MM annually, so roughly 9% of the total)

Is defined in a similar fashion as positions that exist in surrounding municipalities (Lower Merion, Upper Merion, Tredyffrin, Lower Moreland, and more, all who have a municipal resource working w/ volunteer companies)



FIRE & EMS CHIEF POSITION PLAN

■ Job Description Highlights:

- Oversee Fire response in Radnor Township, in partnership with volunteer companies
- Oversee EMS response in Radnor Township
- Monitor response times, forecast service issues, present recommendations as needed on an ongoing basis
- Participate in the evaluation of apparatus needs, facility needs, purchasing, and shared-use (between companies)
- Oversee the Fire Safety Inspection program
- Perform Fire Investigations
- Provide the Township Manager and Board of Commissioners with consolidated funding forecasts for ongoing operations and capital needs associated with the Fire and EMS response (Includes Township needs and fire company needs)
- Participate on the Public Safety Committee meetings, Radnor Police Department's Emergency Management collaboration meetings, and other regional safety meetings as they relate to Fire & EMS responses
- Participate in land development planning as it relates to Fire and EMS response
- Note: This position does not impact existing positions within the fire companies, as defined by their respective bylaws

FIRE & EMS CHIEF POSITION PLAN

First x2 Months

Summer – Fall (in time for 2026 Budget)

Develop Relationships

- Meet regularly with Fire Companies, establish working committees, involve them in recommendation development
- Ordinance review/ adoption to establish legal authority and define relationships

Public Safety Committee

- Quarterly public meetings with a subset of the Board to discuss progress, successes, issues, service delivery details, etc.
- Work with RPD, who meets currently w/ Fire Companies on this issue
- Provide a level of transparency to the public and BOC going forward

EMS

- Develop working knowledge of the existing service
- Call volume, service types (ALS/ BLS), response times, mutual aid needs/ issues, senior living facility impacts, etc.

Fire Service

- Develop Working knowledge of the existing service
- Call Volume, response times, company coverage areas, mutual aid needs/ issues, staffing resources/ needs, apparatus / asset inventory and needs, etc.

Fire Safety Inspection Service

- Pick up where Radnor Employee left off
- Establish fee and ordinance review
- Forecast staff needs/ inspection cycle time
- Serve as Radnor's fire investigator (ASAP depending on certifications needed)



MGT ENGAGEMENT DETAILS

MGT Recommendation

- Proven track record of success: 100+ Fire Chief appointments across the country over last 10 years
- Experience-rich Team assigned to Radnor, including a lead who worked in the position earlier in their career
- Focus on governments, higher ed, Prek-12 ed, and nonprofits
- Specific plan tailored to Radnor's needs, and flexible to allow for Radnor's demands
- Will work with Radnor's key-stakeholders throughout the process (Key stakeholders recommended to include BOC Fire Liaisons, a member from each fire company, and administrative leadership)

Cost and Services

- Pricing includes \$21,500 recruiting fee, \$1,500 in candidate due diligence expenses, \$2,000 for advertising (a total of \$25,000)
- Est 175 hrs allocated along with use of MGT's proprietary recruitment software
- Six phase recruitment process includes brochure development to initial candidate screening to recommended candidate short-list, interview participation (w/ Radnor Team), negotiations, and appointment
- Position is guaranteed for one year after appointment

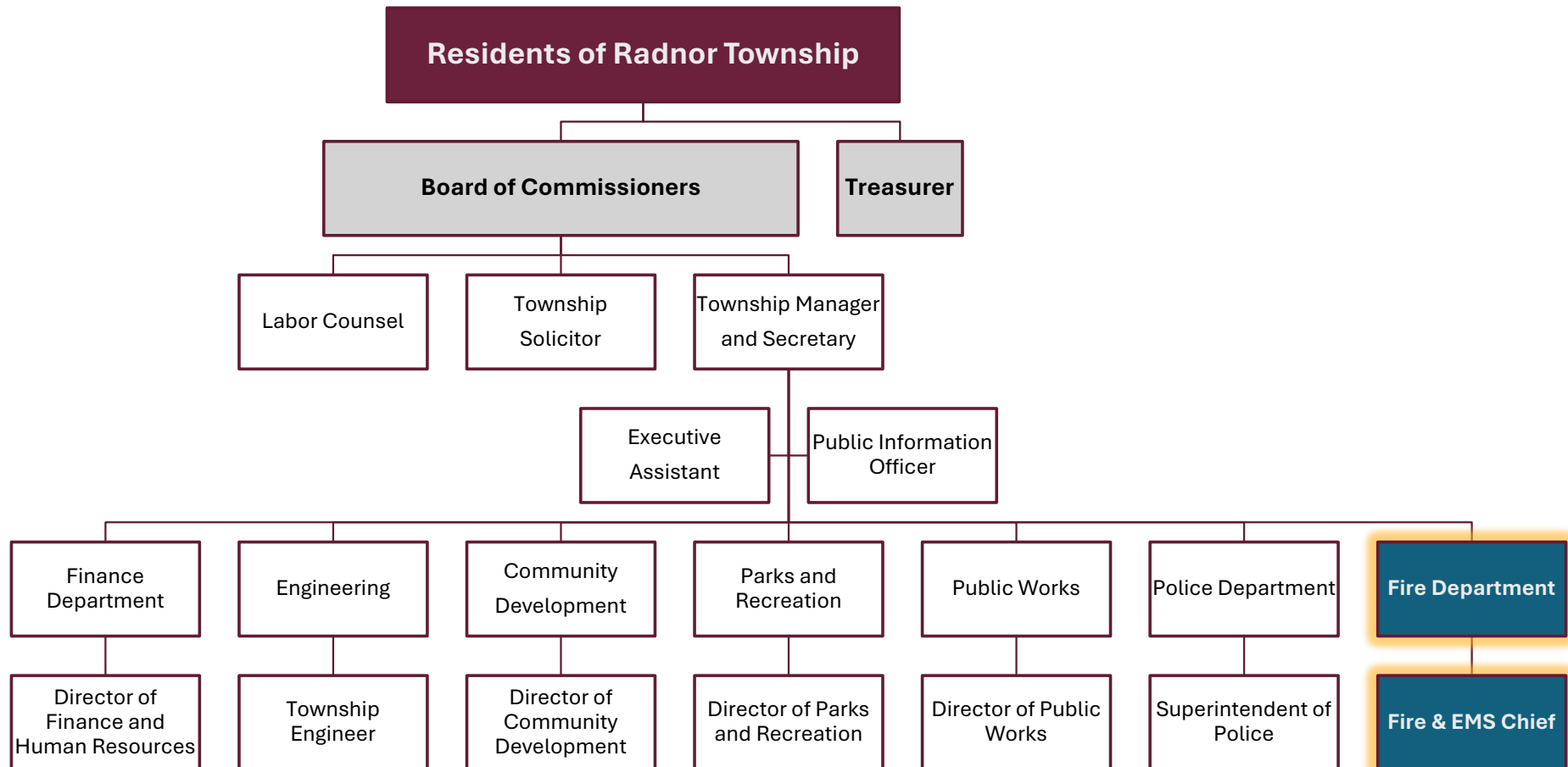


MGT ENGAGEMENT DETAILS

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1 Position Assessment, Position Announcement, Brochure														
Phase 2 Advertising, Candidate Recruitment, Outreach														
Phase 3 Candidate Evaluation and Screening														
Phase 4 Presentation of Recommended Candidates														
Phase 5 Interviewing Process and Background Screening														
Phase 6 Appointment of Candidate														



PROPOSED ORGANIZATION CHART



RECOMMENDATIONS

Decision Criteria

- The issues surrounding the fire and EMS response are not going away. In fact, we have been put on notice that going-concerns will continue to intensify to a breaking point at some point in the near-term
- Fire and EMS response is the responsibility of the Township and is a deeply technical operation, much like policing. As such, Radnor needs an expert on staff to partner with our volunteer fire companies in developing solutions
- Radnor spent \$1.8MM (2024) to provide financial support to our fire company partners to pay for this service. We know that number is understated versus what is needed (by another \$1.2+MM per year as requested)
- **A Township position is critical *at this moment* to help coordinate the planning efforts facing the township that will impact response delivery for the long term**

Resulting Recommendations

- **Engage MGT to start the recruiting process** (Monday, January 27, 2025)
- **Identify Key Stakeholders** that will participate in the hiring of the new position (by Friday, January 31, 2025)
- **Establish a Public Safety sub-committee of the Board** (over the next three months)



FIRE & EMS CHIEF POSITION

BOARD OF COMMISSIONERS MEETING | JANUARY 27, 2025



Township of
RADNOR
PENNSYLVANIA

Thank you

RESOLUTION 2025-130

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA, APPOINTING JAMES P. SMITH AS FIRE & EMERGENCY MEDICAL SERVICES (“EMS”) CHIEF PURSUANT TO ARTICLE VI, SECTION 6.03 OF THE HOME RULE CHARTER

WHEREAS, Article VI, Section 6.03, of the Home Rule Charter of Radnor Township, authorizes the appointment of department heads and administrative officers for Radnor Township, including the new Fire & EMS Chief, by a majority vote of the total membership of the Board of Commissioners (“Board”) upon appointment by the Township Manager; and

WHEREAS, The Board authorized the engagement of MGT, LLC pursuant to Resolution 2025-03 to lead the executive recruitment and hiring process for this new position within the Township’s organizational structure; and

WHEREAS, after a nationwide, comprehensive search and evaluation process, the Township Manager is recommending the Board’s confirmation of Mr. James P. Smith’s appointment as the Township’s first Fire & EMS Chief; and

WHEREAS, the Township Manager and Board wish to establish a memorandum of understanding that details the Fire & EMS Chief’s duties and responsibilities, compensation, and other benefits associated with Mr. Smith’s employment with the Township.

NOW, THEREFORE, be it hereby **RESOLVED** that the Board of Commissioners does hereby confirm the appointment of Mr. James P. Smith as the Township Fire & EMS Chief, and adopts the accompanying Memorandum of Understanding.

SO RESOLVED at a duly convened meeting of the Board of Commissioners this 8 day of September, 2025.

RADNOR TOWNSHIP

By: _____

Name: Maggy Myers

Title: President

ATTEST: _____

William White, Secretary

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and between RADNOR TOWNSHIP, Pennsylvania ("Township") and James P. Smith Jr. (Fire & EMS "Chief Smith"). The Township and Chief Smith understand the terms of his employment as follows:

1. Duties and Responsibilities. Chief Smith shall serve as the Township's Fire/EMS Chief, in an at-will capacity, effective September 16, 2025. He shall report to the Township Manager. Chief Smith shall devote his full professional time and efforts to the interests of the Township and the Township's Fire and EMS Department and shall perform all duties and responsibilities which may reasonably be assigned to him from time to time by the Township. His normal duty hours will generally be 8:00 A.M. through 4:00 P.M., Monday through Friday, but he shall be expected to perform his duties as needed for Fire/EMS or Township business and other assignments.

2. Compensation and Expenses.

(a) Salary. The Township shall pay Chief Smith a salary payable in accordance with the normal payroll procedures applicable to management employees of the Township. Chief Smith's salary shall be as follows:

\$160,000 for the first six (6) months or until March 15, 2026

\$165,000 after six (6) months or as of March 16, 2026

Thereafter, Chief Smith shall be afforded an annual salary increase, which will be based on performance at the discretion of the Township Manager and approved by the Board of

Commissioners, not less than the annual salary increase set forth in the collective bargaining agreement between the Township and the Delaware County Lodge No. 27 Fraternal Order of Police, for bargaining unit members. Further, if during the period covered by this Memorandum of Understanding, the Township expands the Fire & EMS Department through the hiring of full-time, career fire/ medics, as employees of Radnor Township, Chief Smith and the Township agree to re-evaluate the annual compensation of this position.

- (b) Relocation Expenses. The Township will provide Chief Smith a stipend of up to Five Thousand Dollars (\$5,000) for expenses incurred in connection with the relocation of his family to the area in proximity of Radnor Township.
- (c) Vehicle. At the start of his employment, the Township agrees to work with Chief Smith in acquiring a vehicle to be used during the term of his employment. The vehicle is for professional use and will be insured and maintained by the Township. Use of the vehicle outside of a fifty (50) mile radius of the Township shall require prior approval of the Township Manager. During the time period from September 16, 2025 through delivery date of the Township vehicle, Chief Smith shall be provided with a \$500 monthly vehicle stipend. This stipend will end in the month preceding the delivery of said vehicle.
- (d) Professional Expenses. Subject to the prior approval of the Township Manager, Chief Smith shall be reimbursed for dues for membership in professional fire and EMS organizations and for reasonable expenses incurred in attending professional conferences.
- (e) Uniforms and PPE Equipment. The Township shall provide an annual budget for Chief Smith's uniforms and personal protective equipment costs and maintenance.

3. Vacation and Personal Days. Chief Smith shall be entitled to four (4) weeks of paid vacation and five (5) personal days for each calendar year. Upon separation from employment, Chief Smith shall be paid for vacation days accrued but unused for the calendar year in which he separates from employment. No carryover of vacation or personal days will be permitted.

4. Holidays. Chief Smith shall receive eleven (11) paid holidays and two (2) half day paid holidays to be taken when the Township is ordinarily closed. Due to the nature of the Chief's responsibilities, Chief Smith acknowledges that he may be required to work without additional compensation on a day the Township is closed for business.

5. Sick Days. A bank of three hundred (300) hours sick leave will be credited to Chief Smith's sick leave bank for allowable sick time use. There will be no further accumulation of sick leave over the 300 hours, and the amount will be reviewed/renewed on an annual or as needed basis. At the time of separation for any reason, there will be no pay out of accrued unused sick time.

6. Flex Time. Chief Smith shall be eligible to participate in the Township's Flex Time policy and program, copy of which is attached as Exhibit A to this MOU.

7. Health and Welfare Benefits. Chief Smith shall participate in the Township's medical, disability, and life insurance programs on the same basis as all civilian employees in the Township, subject to the terms and conditions of those programs as they may be changed from time to time in the Civilian CBA.

8. Life Insurance. The Township shall provide Chief Smith with term life insurance coverage in the amount of Fifty-Five Thousand Dollars (\$55,000) and accidental death & dismemberment coverage in the amount of Thirty-Five Thousand Dollars (\$35,000) for the duration of this Agreement.

9. Pension. Chief Smith shall participate in the Township's 401(a) Defined Contribution Pension Plan including 5% employee contribution with 5% match by the Township.

10. Duration. Unless otherwise agreed to in writing by the Township or Chief Smith, the terms and conditions of this Agreement shall take effect September 16, 2025 and shall continue for a five (5) year period through September 16, 2030, unless modified in writing by mutual agreement of the parties or terminated in accordance with Paragraph 11 below.

11. Termination. This Agreement may be terminated by either party, at any time and for any reason, upon providing four (4) weeks prior written notice to the other party. In the event that Chief Smith engages in willful misconduct, the Township is excused from providing four weeks' notice prior to termination.

12. Severance Payment. Subject to Section 11, the severance payment to be made hereunder shall be paid to Chief Smith in a single lump-sum cash payment, less any required tax withholding, on the date that is sixty (60) calendar days following the date of Chief Smith's covered termination, per the following schedule:

Within the first twelve (12) months of employment: 3 months' salary, plus any accrued but unused vacation and personal time.

Within the second twelve (12) months of employment: 1.5 months' salary, plus any accrued but unused vacation and personal time.

After 24 months of employment: Only accrued but unused vacation and personal time.

13. "Heart and Lung Act" Disputes. If any dispute arises between Chief Smith and the Township relating to Chief Smith's entitlement to benefits under the Pennsylvania Heart and Lung Act, the duration of those benefits, and/or Chief Smith's Heart and Lung Act disability status, such dispute(s) shall be resolved pursuant to the procedures set forth in the Pennsylvania Workers' Compensation Act.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

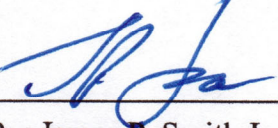
15. Governing Law. This Agreement shall be governed by, and constructed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16. Entire Agreement. This Agreement contains the entire agreement between the Township and Chief Smith with respect to the terms and conditions of Chief Smith's employment and supersedes all previous agreements, whether written or oral, with respect to his employment as the Fire/EMS Chief. This Agreement may not be changed or modified except in writing and signed by both parties and approved by the Board of Commissioners.

RADNOR TOWNSHIP

By: Maggy Myers
Title: President, Board of Commissioners

By: William M. White
Title: Township Manager/Secretary



By: James P. Smith Jr.
Title: Fire/EMS Chief

RESOLUTION NO. 2025-124

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE SHADE TREE COMMISSION TO EXPEND
UP TO AN ADDITION \$27,000 FROM THE COMMEMORATIVE SHADE TREE FUND
FOR TREE PLANTING AND MAINTENANCE IN 2025**

WHEREAS, the Shade Tree Commission, is committed to enhancing and maintaining the community's tree canopy through strategic tree planting and maintenance efforts; and

WHEREAS, the Shade Tree Commission has found success in planting bare root trees obtained through the Pennsylvania Horticultural Society and would like to acquire 80 bare root trees for planting this fall; and

WHEREAS, the Commission will offer residents the opportunity to register to receive a free shade tree planted along the street near their home; and

WHEREAS, additional planting and maintenance activities this fall will include planting replacement trees along the street at 105 Aberdeen Terrace and the pruning and replacement of approximately 13 trees in the Wayne Business District; and

WHEREAS, the Commemorative Shade Tree Fund has sufficient funds available to support these activities, and it is in the public interest to authorize the expenditures to accomplish these goals; and

WHEREAS, the Commission estimates that an additional amount not to exceed \$27,000 is required to successfully implement the planned tree planting and maintenance projects in the Fall of 2025;

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township that the Shade Tree Commission is hereby authorized to expend an amount not to exceed \$27,000 from the Commemorative Shade Tree Fund for the purpose of:

- Planting 80 Bare Root Trees, including 42 residential street trees and 38 park trees
- Replacing trees along the street at 105 Aberdeen Terrace
- Pruning and replacing approximately 13 trees in the Wayne Business District

SO RESOLVED this 8th day of September, A.D., 2025

RADNOR TOWNSHIP

By: _____

Name: Maggy Myers

Title: President

ATTEST: _____

William M. White

Township Manager/Secretary

Radnor Township PROPOSED LEGISLATION

DATE: September 8, 2025

TO: Board of Commissioners

CC:

FROM: William White, Township Manager

LEGISLATION: Resolution 2025-122 - Authorizing the Execution of Two Opioid Related Settlement Forms: (1) the Secondary Manufacturers Settlement Participation Form and (2) the Purdue Direct Settlement Participation Form

LEGISLATIVE HISTORY:

PURPOSE AND EXPLANATION:

IMPLEMENTATION SCHEDULE:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

[Opioid Settlement Resolution 8.29.25.pdf](#)

RESOLUTION NO. 2025-122

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF THE SECONDARY MANUFACTURERS SETTLEMENT PARTICIPATION FORM AND THE PURDUE DIRECT SETTLEMENT PARTICIPATION FORM

WHEREAS, Radnor Township has been requested by both the Attorney General of Pennsylvania and the County of Delaware to register with the National Opioid Settlement Fund; and

WHEREAS, the Township has received participation forms which if approved will increase the potential funds received by the Commonwealth and the County to combat the effects of opioid drug abuse.

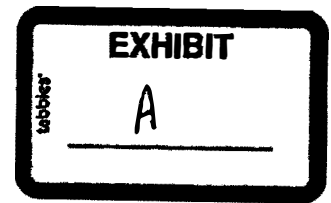
NOW, THEREFORE, be it **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the execution of the Secondary Manufacturers Settlement Combined Participation and Release Form and the Purdue Direct Settlement Participation and Release Form by the Township Manager, copies of which are attached hereto and incorporated herein respectively as Exhibit “A” and Exhibit “B”.

SO RESOLVED this 8th day of September, 2025.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By: _____
Name: Maggy Myers
Title: President

ATTEST: _____
William White, Secretary



Secondary Manufacturers' Combined Subdivision Participation and Release Form
("Combined Participation Form")

Governmental Entity: RADNOR TOWNSHIP	State: PA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





Subdivision Participation and Release Form

Governmental Entity: RADNOR TOWNSHIP	State: PA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Radnor Township PROPOSED LEGISLATION

DATE: September 8, 2025

TO: Radnor Township Board of Commissioners

CC: William M. White, Township Manager; Stephen F. Norcini, P.E.,
Township Engineer

FROM: Dennis P. Capella, Engineering – Project Manager

LEGISLATION: Resolution 2025-126 – Authorization of the Payment of the Change Order for the Trench, Conduit, Encasement and Cover as it Relates to the Roof Replacement and Solar Array Installation Project to Glasgow, Inc. for the Public Works Garage Parking Lot Resurfacing Project (Contract #B-24-002) in the Amount of \$69,900.00 to be Paid from the Proceeds of the 2024 Facility Bond

LEGISLATIVE HISTORY: - Resolution 2024-94 (August 19, 2024) - Authorization to Award the Design Contract for the Roof Replacement and Solar Array Installation To Practical Energy Solutions
- Resolution 2024-95 (August 19, 2024) - Authorization to Award the Construction Contract for the Paving of the Public Works Garage Parking Lot to Glasgow, Inc.
- Motion to Approve (August 18, 2025) - Authorization to Reject Bids for the Roof Replacement and Solar Array Installation Project and to Re-Bid the Project.

PURPOSE AND EXPLANATION: Two contracts (1) to repave the Public Works garage parking lot and (2) to install the solar array on two of the Public Works buildings need to be coordinated. A trench and electrical conduit, which were included in the solar contract, are required at the parking lot (see the attached plan sheet). The trench/conduit has to be completed before the parking lot repaving. While the repaving project initially had to be delayed only a short time to allow the solar project bidding and contract award to be completed, the delay was exasperated when the solar project had to be rebid. To avoid the lengthy delay, which would further complicate the repaving project during cold weather months, staff contacted the repaving contractor to consider completing the trench/conduit and not have to await the solar contract award. The proposal from the repaving contractor is attached and has been determined by staff to be acceptable.

IMPLEMENTATION SCHEDULE: Upon approval of the BOC, the repaving contractor would be contacted to proceed with the trench/conduit and subsequently the repaving project, and the information will be added into the financial system.

FISCAL IMPACT: This change order will be funded from the proceeds of the 2024 Facilities Bond as

is the entire repaving project.

RECOMMENDED ACTION: Staff requests that the Radnor Township Board of Commissioners authorize the payment of the Change Order for the Trench, Conduit, Encasement and Cover as it Relates to the Roof Replacement and Solar Array Installation Project to Glasgow, Inc. for the Public Works Garage Parking Lot Resurfacing Project (Contract #B-24-002) in the amount of \$69,900.00 to be paid from the proceeds of the 2024 Facility Bond. The proposed resolution is attached.

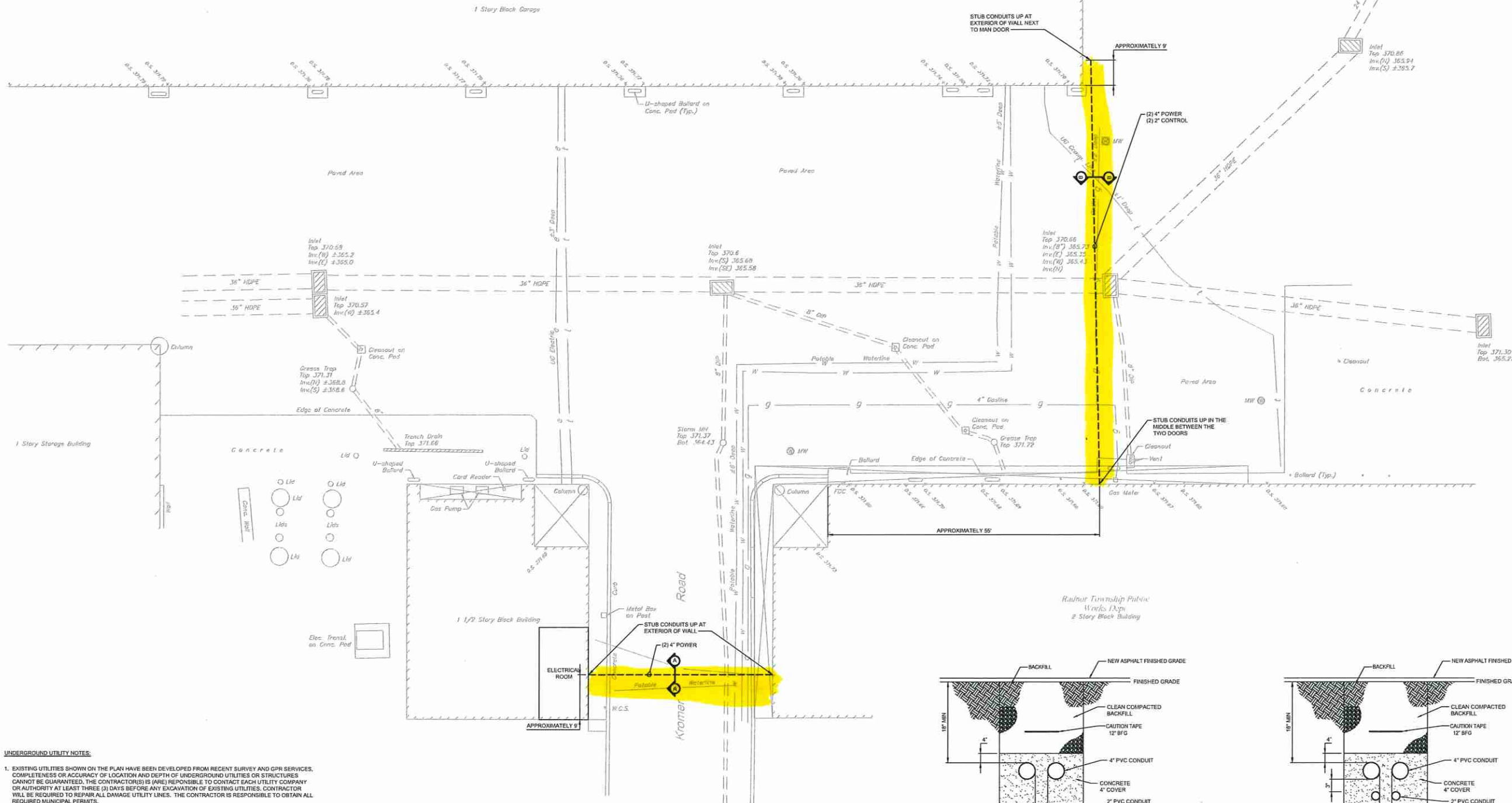
ATTACHMENTS:

[Trench-Conduit Location.pdf](#)

[3779R Glasgow Trenching Quote.pdf](#)

[Resolution 2025-126.pdf](#)

WORK SCOPE SHOWN ON THIS SHEET SHALL BE PRIORITIZED AS CRITICAL PATH AND IS TO BE COMPLETED PRIOR TO ALL WORK INCLUDED IN THIS CONTRACT. WORK IS OUT OF SCOPE AND SHOWN FOR REFERENCE ONLY. WORK IS SHOWN FOR COORDINATION WITH CONTRACTOR WORKING UNDER SEPARATE CONTRACT.





Wednesday, August 27, 2025

Mr. Stephen Norcini P.E.
Township Engineer; Director of Engineering & Community Development
301 Iven Avenue
Wayne PA 19087-5297

RE: Public Works Garage Trenching Quote

Mr. Norcini,

Glasgow, Inc. is pleased to provide a quote for the trenching and conduit construction as requested located at the Radnor Township Public Works Garage. Attached you will find our quote for the work including our inclusions, exclusions, and comments.

As discussed, this quote is only valid if work will be completed in conjunction with the Public Works Garage Parking Lot Resurfacing Project that is already under contract (#B-24-002).

If you have any questions, please feel free to reach out to me directly.

Sincerely,

Matthew Uliasz
Glasgow, Inc.

**Radnor Twp PW Garage Conduit Trenching
 Public Works**

**Radnor Township
 Delaware Co
 8/27/2025**

ITEM	DESCRIPTION	QUANTITY	TYPE	UNIT	EXTENSION
1	Conduit Trench	1	LS	\$ 69,900.00	\$ 69,900.00
X		0	0	\$ -	\$ -
X		0	0	\$ -	\$ -
X		0	0	\$ -	\$ -
TOTAL OF ITEMS					\$ 69,900.00

INCLUSIONS:

Sawcutting and Excavation
 Placement of 4" and 2" PVC Conduit
 PennDOT Class A Concrete
 Backfill & Placement of Caution Tape
 4" 25mm Superpave Base Course
 Restoration to Existing Conditions

EXCLUSIONS:

Electric Wiring or Tie-Ins
 Building Penetrations or Fasteners for Conduit

COMMENTS:

Pricing based on Plan G.0-01-PW Dated 10/04/24 and email Q&A dated 8/19/25
 Work will be in conjunction with contract #B-24-002 for the Public Works Garage Parking Lot Resurfacing

 Limited Access for Employees and Equipment into PW Garage Lot during construction

 Randor Twp will stage equipment off-site to limit inbound/outbound traffic
 Radnor Twp will clear work area of debris and equipment prior to start of work

RESOLUTION 2025-126

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZATION OF THE PAYMENT OF THE CHANGE ORDER FOR THE
TRENCH, CONDUIT, ENCASEMENT AND COVER AS IT RELATES TO THE
ROOF REPLACEMENT AND SOLAR ARRAY INSTALLATION PROJECT TO
GLASGOW, INC. FOR THE PUBLIC WORKS GARAGE PARKING LOT
RESURFACING PROJECT (CONTRACT #B-24-002) IN THE AMOUNT OF \$69,900.00
TO BE PAID FROM THE PROCEEDS OF THE 2024 FACILITY BOND**

WHEREAS, a project to repave the Public Works garage parking lot needs to be coordinated with a project to install a solar array on the Public Works buildings' roofs;

WHEREAS, electrical conduits for the solar project need to be installed under the parking lot;

WHEREAS, the parking lot project is ready to start construction, but the solar project has been delayed; and

WHEREAS, Glasgow, Inc., the contractor for the parking lot, has submitted an acceptable change order request to dig a trench and install the conduit before starting the rest of the paving and allowing the rest of the solar project to proceed at a later date;

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize the Payment of the Change Order for the Trench, Conduit, Encasement and Cover as it Relates to the Roof Replacement and Solar Array Installation to Glasgow, Inc. for the Public Works Garage Parking Lot Resurfacing Project (Contract #B-24-002) in the Amount of \$69,900.00 to be Paid from the Proceeds of the 2024 Facility Bond.

SO RESOLVED this 8th day of September, A.D., 2025.

RADNOR TOWNSHIP

By: _____
Name: Maggy Myers
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township PROPOSED LEGISLATION

DATE: September 8, 2025

TO: Radnor Township Board of Commissioners

CC: William M. White, Township Manager; Stephen F. Norcini, P.E.,
Township Engineer

FROM: Dennis P. Capella, Engineering – Project Manager

LEGISLATION: Resolution 2025-127 – Authorization of the Award the Contract for the Design, Permitting, Bidding and Construction Administration for the Crosswalk, ADA Upgrades and the Rectangular Rapid Flashing Beacon at Conestoga Road (SR 1019) and Clem Macrone Park to Gilmore & Associates, Inc. in the Amount of \$46,200.00 to be Funded from the Capital Improvement Fund

LEGISLATIVE HISTORY: This project has not been before the BOC previously.

PURPOSE AND EXPLANATION: While there are currently two crosswalks on Conestoga Road at Clem Macrone Park, they do not meet current standards, including ADA accessibility, as needed in particular at a park with a playground and various ballfields and located on a busy state road. Also, the existing crosswalks are not at the most appropriate location, which should be at the continuation of the primary pathway into the Park, including proximity to the playground. See the attached map. Gilmore & Associates has submitted a proposal (attached) to remove the existing crosswalks and to complete the survey, design and permitting for the new crosswalk, including a Rectangular Rapid Flashing Beacon and associated ADA upgrades, similar to what was constructed on Conestoga Road and S. Devon Avenue. Staff feels that this proposal is acceptable.

IMPLEMENTATION SCHEDULE: Upon authorization by the BOC, Gilmore will be notified to start the survey and design, and the information will be entered into the Township financial system.

FISCAL IMPACT: This project will be funded from the Capital Improvement Fund.

RECOMMENDED ACTION: Staff requests the Radnor Township Board of Commissioners authorize the award the contract for the Design, Permitting, Bidding and Construction Administration for the Crosswalk, ADA Upgrades and the Rectangular Rapid Flashing Beacon at Conestoga Road (SR 1019) and Clem Macrone Park to Gilmore & Associates, Inc. in the amount of \$46,200.00 to be funded from the Capital Improvement Fund. The proposed resolution is attached.

ATTACHMENTS:

[Clem Macrone Park RRFB - 8_5_25.pdf](#)

[2025-08-19 Service Agreement.pdf](#)

[Resolution 2025-127.pdf](#)



8/5/20225

CONESTOGA ROAD (SR 1019)

Eradicate crosswalk, remove north ramp, replace sidewalk, modify southern ramp

Eradicate crosswalk, remove both ramps, replace sidewalks

Proposed location of RRFB & Continental Crosswalk, include ADA ramps

Adjust asphalt pathway as needed. No small patching, repave entire area.

- Topo as required for all ramps, RRFB, etc.
- site line review
- ramp design including PennDOT review
- RRFB design, energize
- PennDOT Permitting
- bid specs for all work[RT to supply front end]
- project manual
- line item bid form [no LS]
- easement description and plan [if req'd]
- meetings with RT, PennDOT
- ALT: use of solar panels for RRFB. Include sun requirements, ROI, tree trimming if req'd.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

August 19, 2025

File No. 25-

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

Reference: Clem Macrone Park RRFB - Conestoga Road (S.R. 1019)
Project Cost Estimate, Project Timeline and Service Agreement
Radnor Township, Delaware County, PA

Dear Mr. Norcini:

During our recent discussions, Gilmore & Associates, Inc. (G&A) was requested to provide a service agreement, construction cost estimate, and construction timeline to complete the permitting and construction of a Rectangular Rapid Flashing Beacon and associated ADA upgrades at the intersection of Conestoga Road (SR 1019) and Clem Macrone Park in Radnor Township, PA. We offer the following information for consideration and approval by the Board of Commissioners at the upcoming business meeting.

PROJECT COSTS

In addition to the service agreement provided at the end of this letter, we offer the following construction cost estimates based on the most recent probable cost as shown in Table 1 below:

Table 1: ADA Compliant Crosswalk Construction Costs

Project Costs	Survey/Design/ Permit Costs	Construction Costs	Solar Alternative	Contingency Costs	Bid Docs/ Construction Administrative Costs	Project Total Costs
BASIC SERVICES	\$34,400.00	\$155,000.00	+\$1500.00	\$35,000.00	\$11,800.00	\$237,700.00

PROJECT TIMELINE

The timeline associated with this project requires coordination with and approval by PennDOT due to the crossing of the State Road and associated signal permit. We anticipate the following timeline based upon *Notice to Proceed* received following passage of the resolution by the Board of Commissioners at the next business meeting. (Includes assumed review time by PennDOT)

Task 1. Obtain Approvals from PennDOT :

→ Assumes Notice to Proceed (NTP) received following resolution passage by BOC.

- 1st G&A submission to PennDOT
- Review period by PennDOT
- 2nd G&A submission to PennDOT
- Review by PennDOT

Task 2. Obtain permission to advertise, obtain bids and award bids

Task 3. Construction

The approximate timeline for this project is 18 months from notice to proceed.

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

Please note: The Service Agreement with G&A follows this letter and awaits your signature as notice to proceed.

If you have additional questions or require follow up on this discussion, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Damon Drummond".

Damon Drummond, P.E., PTOE
Senior Transportation Engineer

CC: Dennis Capella, Project Manager, Radnor Township
Leslie Bogdnoff, P.E., Gilmore & Associates, Inc.

**Service Agreement for
Conestoga Road (S.R. 1019) & South Devon Avenue (ADA-compliant Crosswalk)**

Per your request, Gilmore & Associates, Inc. (G&A) will provide Engineering Services for design and approval through PennDOT.

G&A Engineering Services include the following items:

I. BASIC SERVICES

- A. Conduct survey of the intersection of Conestoga Road (SR 1019) and Clem Macrone Park for a Rectangular Rapid Flashing Beacon installation and associated pedestrian crossing just east of the parking lot egress.
- B. Determine ROW at the intersection to identify possible need for temporary construction easements and/or traffic signal easements. Prepare easement documentation as needed. One traffic signal easement is assumed.
- C. Prepare Highway Occupancy Permit and ADA ramp plans. Plan sheets are anticipated to include the following:
 - i. Title sheet
 - ii. Construction plan sheet(s)
 - iii. Pavement Marking Plan
 - iv. Detailed ramps drawings at 1"=5' scale showing slope and spot elevations (Assumes 2 ADA ramps and removal of 4 existing ADA ramps)
 - v. Detail sheet
 - vi. Maintenance and Protection of Traffic sheet (Figures)
 - vii. Assumes one resubmission
- D. Flashing Warning Device Traffic Permit and Construction Plans

Subtotal: \$34,400.00

- E. Construction and Post Construction Inspection services as follows:
 - i. Prepare Bid documents
 - ii. One pre-bid/field meeting is assumed.
 - iii. Provide project coordination with Contractor, Township, and PennDOT and during construction to discuss design inquiries. Review traffic submittal. Visit site as needed during construction for observation and construction management. (40 hours is assumed)
 - iv. Two PennDOT related inspections are assumed.
 - v. Prepare contractor punch list items from inspections.

Subtotal: \$11,800

Gilmore & Associates, Inc. shall provide the services outlined above under **BASIC SERVICES for a not-to-exceed fee of \$46,200.00** subject to the following conditions:

- I. Fees are based on acceptance of this contract agreement within the next 30 days. Gilmore & Associates, Inc. reserves the right to adjust the cost of these services in accordance with increases in company billing rates if this Contract Agreement is not accepted within 30 days. The fees assume the completion of all professional services within 12 months from the date of contract execution. In the event the professional services are not completed within 12 months from the date of Contract Agreement execution, Gilmore & Associates, Inc. reserves the right to adjust the cost of the remaining services in accordance with increases in company billing rates.
- II. Scope and fees are based on the concepts noted in 8/4/2025 attached sketch.
- III. Method of Payment - Invoices shall be submitted on a monthly basis and are due upon receipt. Payment is due upon presentation of an invoice and is past due thirty (30) days from invoice date. Client will be assessed a service charge of one and one-half (1-1/2) percent per month (18% per annum) or a fraction thereof on past due payments.
- IV. This assumes PennDOT will not request additional information or modifications outside of this anticipated scope. Items requested outside this anticipated scope may involve additional cost and will be identified and discussed with the Township Engineer prior to proceeding.

Thank you for your continued consideration of Gilmore & Associates, Inc. We look forward to the successful completion of this project in Radnor Township. In the meantime, please do not hesitate to contact me with any questions or comments you may have.

Sincerely,



Damon Drummond, P.E., PTOE
Senior Transportation Engineer
Gilmore & Associates, Inc.
ddrummond@gilmore-assoc.com

Authorization to proceed:

Authorized Signature

Date

Purchase Order Number

RESOLUTION 2025-127

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZATION OF THE AWARD THE CONTRACT FOR THE
DESIGN, PERMITTING, BIDDING AND CONSTRUCTION ADMINISTRATION FOR THE
CROSSWALK, ADA UPGRADES AND RECTANGULAR RAPID FLASHING BEACON AT
CONESTOGA ROAD (SR 1019) AND CLEM MACRONE PARK TO
GILMORE & ASSOCIATES, INC. IN THE AMOUNT OF \$46,200.00 TO BE
FUNDED FROM THE CAPITAL IMPROVEMENT FUND**

WHEREAS, the crosswalks on Conestoga Road (ST 1019) at Clem Macrone Park do not meet current standards, including those to be compliant with ADA requirements;

WHEREAS, it is essential that the crosswalk meet all requirements, since it is located on a highly traveled State Road and at the Park, which is frequented by children and families for a variety of activities; and

WHEREAS, Gilmore & Associates, Inc. has submitted a proposal to design ADA-compliant ramps and a Rectangular Rapid Flashing Beacon;

NOW, THEREFORE, be it ***RESOLVED*** by the Board of Commissioners of Radnor Township does hereby Authorize the Award the Contract for the Design, Permitting, Bidding and Construction Administration for the Crosswalk, ADA Upgrades and the Rectangular Rapid Flashing Beacon at Conestoga Road (SR 1019) and Clem Macrone Park to Gilmore & Associates, Inc. in the Amount of \$46,200.00 to be Funded from the Capital Improvement Fund.

SO RESOLVED this 8th day of September, A.D., 2025.

RADNOR TOWNSHIP

By: _____
Name: Maggy Myers
Title: President

ATTEST:

William M. White
Manager/Secretary